



# City Council Agenda

Thursday, April 08, 2021

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

Cell phones are to be turned off or placed on vibrate during the meeting. Please exit the Council Chambers before using your cell phone.

The agenda is prepared and distributed on Friday preceding the meeting to Council and news media. A work session is then held on the Tuesday preceding the regular meeting at 4:00 pm.

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The April 6, 2021 City Council Work Session will be conducted electronically via Zoom and can be accessed with the following link:

Join Zoom Meeting:

<https://us02web.zoom.us/j/82744897457?pwd=UGh3OXI4UHFIZzhpTkpUWVF2a2tqQT09>

Phone Dialing alternative:  
646-876-9923 or 312-626-6799

Meeting ID: 827 4489 7457 Password: 579922

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Public Hearing item #2 will be conducted during the April 6, 2021 Work Session and continued to the April 8<sup>th</sup> City Council meeting. If you would like to comment on this public hearing item click the following link:

<https://forms.gle/M37tMtHE3AFFjbBp8>.

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The April 8, 2021 City Council meeting will be conducted in the Council Chambers at City Hall. Public All attendees will be required to wear a mask. Public comments will be taken during the April 8<sup>th</sup> City Council meeting.

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- I. Call to Order
- II. Pledge of Allegiance and Moment of Silent Prayer:
- III. Approval of Minutes:  
March 9 and March 11, 2021.
- IV. Presentations

1. Presentation of a Retirement Plaque to Joe "Doug" Rinehardt recognizing him for over 25 years of loyal and dedicated service to the City of Concord Transportation and Solid Waste Services departments. Doug began his career in the Transportation Department in 1995 and worked as a Laborer, Equipment Operator, and later a Crew Leader under Transportation Streets Division. In 2018, he joined the Solid Waste Services Department as a Senior Equipment Operator and worked in that capacity until his retirement on April 1st. Over the years, Doug became very proficient in operating our equipment and helped to train others. Solid Waste appreciates his contributions to our team and wishes him the best in his retirement.

**V. Unfinished Business**

**VI. New Business**

**A. Informational Items**

**B. Departmental Reports**

**C. Recognition of persons requesting to be heard – April 8th**

**D. Public Hearings**

- 1. Conduct a public hearing and consider adopting the Five-Year Agency Plan for the Concord Housing Department that updates the Policies that govern the Public Housing Program (Thursday, April 8<sup>th</sup>).** The Housing Department is required to submit a Five-Year Agency Plan to the United States Department of Housing and Urban Development (HUD) every five years. This plan must be submitted seventy-five (75) days prior to the beginning of the fiscal year and must be available for public review for forty-five (45) days prior to submission and acceptance by HUD. The plan has been completed and ready for review since Monday, March 10, 2021. The Plan has been revised to include: use a local preference during waiting list selection process for Section 8, adopt a two (2) bedroom voucher minimum for VASH voucher holders, and update Public Housing maintenance charges. A public hearing must be held prior to adoption for any public comments relative to the proposed changes in the department's Five-Year Plan.

**Recommendation:** Motion to adopt the Five-Year Agency Plan for the City of Concord Housing Department.

- 2. Conduct a public hearing and consider adopting an ordinance annexing +/- 28.226 acres at 9411, 9371, 9251 Benjamin Walker Ln and 1050, 1070, 1240, 1200, 1150 Cox Mill Rd and owned by Ava Global, LLC (Tuesday, April 6<sup>th</sup> and Thursday, April 8<sup>th</sup>).** This is a voluntary annexation request for +/- 28.226 acres located at 9411, 9371, 9251 Benjamin Walker Ln and 1050, 1070, 1240, 1200, 1150 Cox Mill Rd for the purpose of establishing a mixed-use community consisting of commercial and residential components.

**Recommendation:** Conduct a public hearing and consider a motion to adopt the annexation ordinance and set the effective date for April 8, 2021.

**E. Presentations of Petitions and Requests**

- 1. Receive a Presentation from Rotary Club of Concord on a new pedestal clock for Downtown Concord as part of the Union Streetscape Revitalization.** Rotary Club of Concord will present to City Council a proposal for a new pedestal clock for Downtown Concord. This pedestal clock would be installed as part of the Union Streetscape Project on or around December 2022. City Staff has worked with the Rotary Club and McGill Associates in selecting the location for the Clock. McGill Associates has included power to this location on the Union Streetscape Construction Documents. As part of the Streetscape Project, the power and base of the clock will be provided. The Rotary Club will work with City staff and the clock vendor to coordinate installation of the pedestal clock. City staff has also confirmed with Purchasing that outdoor storage capacity is available should the clock arrive prior to the site being ready for installation. Once installed, the City would take over yearly maintenance of the pedestal clock, which is approximately \$630 per year.

**Recommendation:** Motion to approve the proposed Pedestal Clock Project by Rotary Club of Concord.

- 2. Consider approving the City Manager to enter into a five-year lease with renewable provisions for +/- .46 acres of City owned land located at 430 Harris Street NW for \$1 to SCUS Head Start Programs, Inc (d/b/a Save the Children Head Start) for the location of Head Start modular buildings.** Head Start approached City Council in the Fall of 2020 about the City supporting their efforts to expand in Concord and serve an additional 32 to 48 children. City Council endorsed the expansion and offered a portion of City owned land on Lincoln Street SW as

indicated in a letter of support. This parcel did not work out for the use and another site at 430 Harris Road NW was identified as an opportunity. City staff designed a concept utilizing part of the parcel for the Head Start Team. This concept plan will serve as the template for the Head Start designers to finalize the engineering and building plans. The property was given to the City by Forest Hill Methodist Church in 2019. Forest Hill Methodist did provide a letter of support for Head Start locating at the site. The total parcel is approximately 2.7 acres and the City will continue to maintain the acreage not included in the lease with Head Start. Head Start will have to meet all of the City's development standards for both the site and buildings. A small sewer extension will be necessary to serve the site and will be completed by in-house crews from the City.

**Recommendation:** Motion to approve the City Manager to enter into a five-year lease with renewable provisions for +/- .46 acres at 430 Harris Street NW for \$1 to SCUS Head Start Programs, Inc (d/b/a Save the Children Head Start).

- 3. Consider adopting a resolution to sale 1,497 square feet of 13 Powder Street, NW to Terry Heilig for \$2,500 to allow construction of an outbuilding and direct the City Clerk to publish a notice of proposed sale of the property.** In early 2020, staff was contacted by Terry Heilig about purchasing a 1,497 square foot area at the rear of 13 Powder Street, NW, which adjoins the rear of his property at 315 Howerton Avenue. The subject area is currently being maintained by Mr. Heilig and he plans to construct an outbuilding. Due to the location, the area has better access to the neighboring property and will not impact staff efforts of constructing a home on 13 Powder Street, NW. Staff recommends selling this portion to Terry Heilig to allow the construction of an outbuilding.

**Recommendation:** Motion to adopt a resolution to sale 1,497 square feet of 13 Powder Street, NW to Terry Heilig in the amount of \$2,500 to allow construction of an outbuilding and direct the City Clerk to publish a notice of proposed sale of the property.

- 4. Consider adopting a resolution waiving the right to annex property owned by Steven G. and Myra W. Billings and Myra's Dream, LLC to allow annexation by the Town of Huntersville.** For several months, Skybrook, LLC has been discussing the potential expansion of the Skybrook development with Planning staff. The Skybrook development lies within the City of Concord, the Town of Huntersville/Mecklenburg County and Cabarrus County. Skybrook is considering development of land to be annexed into the Town of Huntersville that would connect to approximately 11.47 acres of land in Cabarrus County which lies within Concord's "Area of Consideration" for annexation. This land in Cabarrus County is landlocked and has future street access only through Mecklenburg County. The property is identified by two parcels (4670-46-0288 and 4670-35-8966) and consists of vacant land and a cell phone tower. It should be noted that Cabarrus County has indicated that the development of this site could not occur under their jurisdiction and would require annexation. A sketch plan of the proposed development is included with the agenda materials. In discussion with the developer and Town of Huntersville staff, it appears that the most reasonable and efficient option for the development of this property would be through a unified approach with the property in both Mecklenburg and Cabarrus Counties being annexed by Huntersville. The development of this property in a multi-jurisdictional setting creates inefficiencies for emergency services and trash pickup. Furthermore, the landlocked nature of the property creates future street maintenance concerns as streets within the City of Concord annexation area would be privately maintained by the developer. The City of Concord entered into an annexation agreement with the Town of Huntersville in February 2006. This agreement allows either party to annex within the "Area of Consideration" of the other. In order for this type of annexation to occur, the annexing municipality is required to send an official notice to the other municipality, stating that they have

received an annexation petition within their defined area. The governing board of the municipality receiving the notice must then waive their right to annex the property in order to allow the other to annex. On March 10, 2021, the Huntersville Town Attorney notified the City of Concord Legal Department of Huntersville's intent to annex the 11.47 acres owned by Steven G. and Myra W. Billings and Myra's Dream, LLC in accordance with the provision of the Annexation Agreement. This notice is attached along with a location map, property survey, and a resolution waiving Concord's right to annex the property.

**Recommendation:** Consider adopting a resolution to waive the right to annex PINs 4670-46-0288 and 4670-35-8966 to allow consideration of annexation by the Town of Huntersville.

5. **Consider adopting a resolution in support of naming the bridge on Bruton Smith Blvd and I-85 in honor of Officer Jason Shuping.** A preliminary application has been filed with NCDOT requesting that the Bruton Smith Blvd. bridge at I-85 be named in honor of Officer Jason Shuping. NCDOT requires a resolution of support from the City of Concord as the bridge is located within the City limits. NCDOT also requires that the local government sponsor commit to participating financially by paying a \$2,000 administrative fee.

**Recommendation:** Motion to adopt a resolution supporting the naming of the bridge on Bruton Smith Blvd. in honor of Officer Jason Shuping and commit to paying NCDOT a \$2,000 administrative fee.

6. **Consider adopting a Municipal Ordinance declaring NO PARKING ANY TIME along both sides of Josephine LN., SW from Juanita Dr., SW to Yvonne Dr., SW (a distance of approximately 821 ft.), per Chapter 58, Section 303 of the Concord City Code of Ordinances.** A request was made to staff to consider posting No Parking signs on Josephine LN., SW due to concerns that emergency vehicles, deliveries, and school buses would not be able to fit between cars. Josephine LN., SW is currently designated as allowing unrestricted on-street parking in its entirety under Schedule IV of the City Street Control Schedule. Residents along the street have requested that both sides of the roadway be posted NO PARKING ANY TIME and have completed the Parking Restrictions Petition. Fifteen of the twenty property owners, that would be impacted by this change, have signed their support, thus meeting the required 75% support outlined in the City's Parking Restrictions Policy.

**Recommendation:** Motion to adopt a Municipal Ordinance declaring NO PARKING ANY TIME along both sides of Josephine LN., SW from Juanita Dr., SW to Yvonne Dr., SW (a distance of approximately 821 ft.), per Chapter 58, Section 303 of the City Code.

7. **Consider authorizing the City Manager to execute Work Authorization 2203-2005 for Talbert, Bright and Ellington, Inc. and approve budget amendment.** Work Authorization 2203- 2005 is for Talbert, Bright & Ellington Inc. (TBE) to provide special services for the preparation of an environmental assessment for the commercial services terminal development area at the Concord-Padgett Regional Airport. (JQF). The Work authorization shall not exceed \$254,557 without additional authorization. The FAA has reviewed and approved the agreement. The funding will come from the Federal Aviation Administration (AIP) grant which will fund 90% and the match will be covered through an North Carolina Department of Transportation Division of Aviation Grant.

**Recommendation:** Motion to authorize the City Manager to execute work authorization 2203-2005 to Talbert, Bright & Ellington, Inc. and approve budget amendment.

8. **Consider authorizing the City Manager to negotiate and execute a contract with Bio-Nomic Services, Inc. for the Coddle Creek Water Treatment Plant Lagoons**

**Sludge Removal.** As water is treated to produce safe drinking water, waste is also generated and stored in lagoons. These lagoons fill up with waste that has to be removed and taken to the landfill. This contract is for the removal of the waste from the lagoons and delivering the waste to the landfill. The project was bid under the formal bidding process, bids were received on March 11, 2021 and two bids were received. The bids were returned unopened to the bidders and the project was re-advertised as required by NCGS 143-132. Bids were received a second time on March 18, 2021. Again, two bids were received, which staff was able to open them as allowed by NCGS 143-132. The lowest responsible bidder was Bio-Nomic Services, Inc. in the amount of \$261,635.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Bio-Nomic Services, Inc in the amount of \$261,635 for the Coddle Creek Water Treatment Plant Lagoons Sludge Removal.

- 9. Consider authorizing the City Manager to negotiate and enter into an agreement with Republic Services, Inc, for the disposal of the Coddle Creek Water Treatment Plant Lagoons Sludge.** This year, Republic Services, Inc. is keeping the cost of disposal the same as last year at \$80 per ton. It is estimated, approximately 3,350 tons will be removed at a cost of \$268,000.

**Recommendation:** Motion to authorize the City Manager to enter into an agreement with Republic Services, Inc. for the disposal of the Coddle Creek Water Treatment Plant Lagoons Sludge at \$80.00 per ton to a maximum of 3,350 tons.

- 10. Consider appointing a voting delegate for the NCLM CityVision 2021 conference.** CityVision 2021 is a virtual event being held from April 20 - April 22, 2021. During CityVision, League members can attend the annual business meeting where the new Board of Directors will be announced. Each member municipality shall designate one voting delegate who is eligible to cast a single vote for the 2021-2022 League Board of Directors in advance of the annual business meeting.

**Recommendation:** Motion to appoint a voting delegate for the NCLM CityVision 2021 conference.

- 11. Consider a Preliminary Application from Tommy Fisher.** In accordance with City Code Chapter 62, Tommy Fisher has submitted a preliminary application to receive water service outside the City limits. The property is located at 7417 Untz Road. The lot size is approximately 2 acres, zoned CR, and developed with a single family house. Sewer service is not available to the parcel.

**Recommendation:** Motion to accept the preliminary application and have the owner proceed to the final application phase excluding annexation.

## VII. Consent Agenda

- A. Consider amending the adopted 2021 Schedule of City Council Regular Meetings and Work Sessions.** It is the desire of the City Council to conduct an additional Work Session each month. This 2nd Work Session would be held the third Tuesday of each month from 11:00 a.m. - 1:00 p.m. The meetings will be held in the Council Chambers at City Hall. The 2021 Schedule of Meetings will need to be amended to reflect the 2nd Work Session. Once amended, the City Clerk will post the Schedule on the website and add the meetings to the Calendar of Events as well. The amended Schedule is attached for your reference.

**Recommendation:** Motion to amend the adopted 2021 Schedule of City Council Regular Meetings and Work Sessions.

- B. Consider authorizing the City Manager to enter into a 50-year lease agreement with Cabarrus County with a 25-year option to extend. The lease is for the 6.88-acre public park property (Wincoff Elementary Athletic Fields) located at 375 Wincoff School Road, Concord.** The proposed lease is for a period of 50 years beginning August 1, 2021 and ending on September 30, 2071, with an option for an

additional 25-year term if approved by both City of Concord, Council and Cabarrus County, Board of Commissioners. The annual lease payment from the City to the County would be at the amount of \$1.00. During the term of the lease, the City of Concord will manage, operate, program, and maintain the park. The City of Concord will have the exclusive use of the Winecoff Elementary Athletic Fields/Park including but not limited to all fields, common areas and concession and bathroom facilities.

**Recommendation:** Motion to authorize the City Manager to enter into a 50-year lease with Cabarrus County for the 6.88-acre park.

- C. Consider authorizing the City Manager to enter into a 50-year lease agreement with Cabarrus County, with a 25-year option to extend. The lease is for the 8.23 acre public park property (Pitts Elementary Athletic Fields) located at 720 Pitts School Road SW, Concord.** The proposed lease is for a period of 50 years beginning August 1, 2021 and ending on September 30, 2071, with an option for an additional 25-year term if approved by both City of Concord Council and Cabarrus County Board of Commissioners. The annual lease payment from the City to the County would be at the amount of \$1.00. During the term of the lease, the City of Concord will manage, operate, program, and maintain the park. The City of Concord will have the exclusive use of the Pitts School Road Elementary Athletic Fields/Park including but not limited to, all fields, common areas and concession and bathroom facilities. The facility is currently used for City of Concord youth athletic programs.

**Recommendation:** Motion to authorize the City Manager to enter into a 50-year lease with Cabarrus County for the 8.23-acre park.

- D. Consider authorizing the City Manager to negotiate and execute an amendment to the contract with Atrium Hotels Management LLC to provide management services for the City's public golf course, Rocky River.** The current management contract with Atrium Hotels Management LLC is set to expire on June 30, 2021. Staff is recommending that the contract be renewed with the following amendments to the existing agreement. The recommended amendments are as follows: increase the written approval for expenditures from \$1000 to \$2000 and increase the monthly fixed management fee from \$1800 to \$2150 with an annual escalation of 2%. The contract will expire on June 30, 2026 with an option for automatic renewal for an additional five years.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute an amendment to the contract with Atrium Hotels Management LLC to provide management services for the City's public golf course, Rocky River.

- E. Consider approving a grant application to Lowe's Hometowns Grant in the amount of \$18,538 for the development of a Spray and Brush Expression Park adjacent to Clearwater Arts Center.** Lowe's Home Improvement is celebrating its 100<sup>th</sup> anniversary by providing funding for 100 charitable projects to local nonprofits and government entities and the deadline for submission is April 19, 2021. The Spray Art Park is a project that had been presented to the Public Art Advisory Committee by local artist Katlyn Cornelius and Doyle Bussey. Their work, along with City staff, made for a project that could be submitted to Lowe's to meet the quick turnaround time for the application. The Spray Park is being modeled after similar successful parks in Salisbury and Greensboro. The Spray Art Park would consist of 4' x 8', 8' x 12', 8' x 16' and 8' x 24' plywood panels to do spray art. There would be rules governing what is permitted on the panels to prevent obscene or inappropriate paintings. Paintings that did not follow the rules would simply be painted over with white paint. The 8' x 24' panel would be reserved for a professional artist who would sign up their paintings to stay for a month. The other panels would be available to anyone wanting to paint on a first come, first serve basis. The panels will also offer opportunities for art classes and outreach programs to youth and those interested in art. The Park will be promoted through Clearwater and any white washing of would be done by Katlyn and Doyle as volunteers for the first two years. The program

would be evaluated after that time as to the effectiveness and to make any changes or modifications. The cost for the Spray Art Park is \$18,538. This figure includes the purchase and installation of the panels, creating a network of paths between the panels using granite screenings, the additional weblink creation about the park, and community outreach funds to promote the park and offer monthly mural workshops. Attached are illustrations of the proposed the area beside of Clearwater and a sketch of what the panels would look like. The Public Art Advisory Committee did endorse applying for the Lowe's Hometown Grant.

**Recommendation:** Motion to approve the submission of the Lowe's Hometown Grant in the amount of \$18,538 for the creation of a Spray and Brush park beside of Clearwater Arts Center.

- F. Consider authorization for the Fire Department to apply for the Cabarrus County EMS matching grant.** This is the Cabarrus County First Responder matching grant. Cabarrus County will provide up to \$1,000 to First Responder Agencies to assist in the purchase of supplies and equipment related to First Responder services. This grant is only a reimbursement for the expenditures currently in this budget cycle.

**Recommendation:** Motion to authorize the Fire Department to apply for the Cabarrus County First Responder matching grant.

- G. Consider authorizing Transit staff to pursue grant funding through the DHS/FEMA Transportation Grants FY21 Program for Rider Transit.** DHS and FEMA have released their Transportation Grants FY 21 Program. There is \$88 million dollars available nationally for public transit related security projects. Rider staff is requesting authorization to pursue this grant opportunity (due 4/23/21), to preserve FTA grants funds already set aside to upgrade and modernize our existing vehicle security systems such as our camera and electronic vehicle inspection report (EVIR) systems.

**Recommendation:** Motion to authorize Transit staff to pursue grant funding through the DHS/FEMA Transportation Grants FY21 Program for Rider Transit.

- H. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.** In accordance with the CDO Article 4 the following access easements and maintenance agreements are now ready for approval: C4 CStore Holdings II, LLC (PIN 5600-47-4853) 320 George W. Liles Parkway. Access easements and SCM maintenance agreements are being offered by the owners.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: C4 CStore Holdings II, LLC.

- I. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.** In accordance with CDO Article 5 the following final plats and easements are now ready for approval: Heritage Ridge at Moss Creek, The Villas at Tuckers Walk, Phase 2 Map 1, Campbell Farms Maps 3 and 4, Poplar Tent Phase 2, McKinnon Avenue Townhomes, and Kensley North. Various utility easements and public rights-of-ways are offered by the owners.

**Recommendation:** Motion to accept the offer of dedication on the following plat and easements: Heritage Ridge at Moss Creek, The Villas at Tuckers Walk, Phase 2 Map 1, Campbell Farms Maps 3 and 4, Poplar Tent Phase 2, McKinnon Avenue Townhomes, and Kensley North.

- J. Consider accepting an offer of infrastructure at Cypress Village Subdivision PH 1 MP 1, Beechwood Apartments, Frank Liske Park, Pleasant Oaks Subdivision PH 1 and PH 2, Park View Estates Subdivision PH 3 MP 2A.** In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 2,325 linear feet of water lines, 17 Valves, 5 Fire Hydrants, 2,464 linear feet of sanitary sewer lines, 18 manholes, 6,816 linear feet of roadway.

**Recommendation:** Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: Cypress Village Subdivision PH 1 MP 1, Beechwood Apartments, Frank Liske Park, Pleasant Oaks Subdivision PH 1 and PH 2, Park View Estates Subdivision PH 3 MP 2A.

- K. Consider adopting an ordinance to amend the FY 2020/2021 Budget Ordinance for the General Fund to appropriate revenues received for the purchase of two Knuckleboom trucks.** Solid Waste needs to order two Knuckleboom trucks. The attached budget ordinance will appropriate fixed asset proceeds received to cover the purchase of the two trucks.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2020/2021 Budget Ordinance for the General Fund to appropriate revenues received for the purchase of two Knuckleboom trucks.

- L. Consider adopting an ordinance to amend the General Fund project ordinance for the Streetscape project.** City Council had previously allocated \$100,000 for signage at the Concord-Padgett Regional Airport. The airport was able to cover most of the signage costs with funding that was received from the COVID-19 relief grants. Staff is recommending that the unspent airport signage funds, \$89,914, be placed in the Streetscape project.

**Recommendation:** Motion to adopt an ordinance to amend the General Fund project ordinance for the Streetscape project.

- M. Consider adopting an ordinance to amend the FY 2020/2021 Budget Ordinance for the Golf Fund to appropriate excess revenue received.** The golf course needs to purchase a new tractor. The attached budget ordinance will appropriate excess revenue to cover the purchase of this tractor.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2020/2021 Budget Ordinance for the Golf Fund to appropriate excess revenue received.

- N. Consider approving the 2021 Capital Fund Grant award from the US Department of Housing and Urban Development (HUD) and adopt a budget ordinance in the amount of \$ 377,668.** HUD has awarded the Housing Department a Capital Fund Grant for federal year 2021 in the amount of \$377,668 to assist with carrying out development, capital and management activities in order to assure that such projects continue to be available to serve low-income families.

**Recommendation:** Motion to accept 2021 Capital Fund Grant award from HUD and adopt a budget ordinance in the amount of \$377,668.

- O. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of February 2021.** G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

**Recommendation:** Motion to approve the Tax releases/refunds for the month of February 2021.

- P. Consider acceptance of the Tax Office reports for the month of February 2021.** The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

**Recommendation:** Motion to accept the Tax Office collection reports for the month of February 2021.

- Q. Receive monthly report on status of investments as of February 28, 2021.** A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

**Recommendation:** Motion to accept the monthly report on investments.

**VIII. Matters not on the agenda**

- TAC
- MTC



- **Centralina Regional Council**
- **Concord/Kannapolis Transit Commission**
- **WSACC**
- **Public Art Advisory Committee**
- **Concord Family Enrichment Association**
- **PTT Committee**
- **Barber Scotia Community Task Force Committee**

**IX. General comments by Council of non-business nature**

**X. Closed Session (if needed)**

**XI. Adjournment**

\*IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE CITY CLERK AT (704) 920-5205 AT LEAST FORTY-EIGHT HOURS PRIOR TO THE MEETING.

**CITY OF CONCORD HOUSING DEPARTMENT**

**LOCAL PREFERENCE POLICY**

**I. PURPOSE AND APPLICABILITY**

The purpose of this policy (herein called "Policy") is to implement a Local Preference on the Housing Choice Voucher waiting list established October 2020. In accordance with 24 CFR 982.207(c), families within the preference category will be selected from the waiting list on a first come first served basis according to the date and time of application.

**II. GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

1. Give priority to serving families that live and/or work in Cabarrus County.
2. Ensure the housing needs of families in the jurisdiction of City of Concord Housing Department are prioritized.

**III. OTHER CHD POLICIES AND PROCEDURES**

This Policy shall be referenced in an attached to the CHD's five-Year Public Housing Agency Plan and shall be incorporated in and made a part of CHD's Administrative Plan for Section 8 Housing Choice Voucher Program.

**IV. NOTIFICATION**

Applicants were made aware of local preference during initial application process.

**V. RELATIONSHIP WITH OTHER APPLICATBLE LAWS**

This Policy shall not preempt or supersede any provision of Federal, State, or local law.

**VI. AMENDMENT**

This Policy may be amended from time to time by Concord Housing Department as approved by the CHD Board of Commissioners.

This policy was adopted by the Concord Housing Department Board of Commissioners at their \_\_\_\_\_ Regular Meeting.

**CITY OF CONCORD HOUSING DEPARTMENT**

**MINIMUM VOUCHER POLICY**

**I. PURPOSE AND APPLICABILITY**

The purpose of this policy (herein called "Policy") is to implement a (2) bedroom voucher minimum for VASH voucher participants. In accordance with 24 CFR 982.402(b)(8), exceptions can be made to the subsidy standards when justified by age, sex, health, handicap, relationship of family members, or other personal circumstances. VASH veterans must be homeless and disabled for eligibility for the program.

**II. GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

1. Minimize barriers to finding units under the VASH program due to limited (1) bedroom units in the current housing market.
2. Allow more housing options for single person VASH voucher holders.
3. Eliminate the requirement for disabled veterans to submit a request for reasonable accommodation in order to lease a (2) bedroom unit.

**III. OTHER CHD POLICIES AND PROCEDURES**

This Policy shall be referenced in an attached to the CHD's five-Year Public Housing Agency Plan and shall be incorporated in and made a part of CHD's Administrative Plan for Section 8 Housing Choice Voucher Program.

**IV. NOTIFICATION**

Single-person VASH referrals will be made aware of the (2) bedroom minimum during the Voucher Briefing.

**V. RELATIONSHIP WITH OTHER APPLICATBLE LAWS**

This Policy shall not preempt or supersede any provision of Federal, State, or local law.

**VI. AMENDMENT**

This Policy may be amended from time to time by Concord Housing Department as approved by the CHD Board of Commissioners.

This policy was adopted by the Concord Housing Department Board of Commissioners at their \_\_\_\_\_ Regular Meeting.

**CITY OF CONCORD HOUSING DEPARTMENT**

**UPDATED MAINTENANCE CHARGES**

**I. PURPOSE AND APPLICABILITY**

The purpose of this policy (herein called "Policy") is to update the Public Housing Maintenance Charge list.

**II. GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

1. Ensure the amounts charged for broken and/or damaged items is in line with the actual cost of said items.
2. Ensure that labor costs to fixed broken and/or damaged items that are not "normal wear and tear" are in line with actual labor costs.

**III. OTHER CHD POLICIES AND PROCEDURES**

This Policy shall be referenced in an attached to the CHD's five-Year Public Housing Agency Plan and shall be incorporated in and made a part of CHD's Admission's and Continued Occupancy Plan.

**IV. NOTIFICATION**

Upon adoption and approval of the updated Maintenance Charges list, current Public Housing residents will be notified in writing with a copy of the new charges. All new residents will be given a copy of the Maintenance Charge list at move-in.

**V. RELATIONSHIP WITH OTHER APPLICATBLE LAWS**

This Policy shall not preempt or supersede any provision of Federal, State, or local law.

**VI. AMENDMENT**

This Policy may be amended from time to time by Concord Housing Department as approved by the CHD Board of Commissioners.

This policy was adopted by the Concord Housing Department Board of Commissioners at their \_\_\_\_\_ Regular Meeting.

## **Meeting Date**

April 6<sup>th</sup> and 8<sup>th</sup>, 2021

## **Annexation Staff Report**

Open and conduct a public hearing and consider adopting an ordinance annexing +/- 28.226 acres at 9411, 9371, 9251 Benjamin Walker Ln and 1050, 1070, 1240, 1200, 1150 Cox Mill Rd and owned by Ava Global, LLC.

The subject property is located on the southwest side of the Cox Mill Rd and Benjamin Walker Ln intersection, north of the City's future Northwest Park and Cox Mill Elementary, south of the Allen Mills neighborhood, east of the Cabarrus County Rookery, and northwest of Cox Mill High School. A map has been provided depicting the property's location.

The annexation petition has been submitted for the purpose of connecting to City utilities in order to develop a mixed-use community consisting of commercial and residential uses. If annexed, the petitioner intends to request a zoning classification of PUD (Planned Unit Development) in order to accommodate the proposed mixture of uses. The annexation petition lists 168 dwelling units consisting of single-family attached (townhomes) and single-family detached. PUD zoning is considered a corresponding zoning classification to the 2030 Land Use Category of "Suburban Neighborhood."

Applications for annexation and rezoning may be submitted simultaneously so that rezoning's corresponding site plan can be under technical review while the annexation is being processed. The draft site plan is currently in review and depicts commercial, single-family detached, and single-family attached (townhome) uses. The proposed zoning classification and site plan are not subject to discussion at the annexation hearing and are included as information only.

As with all annexations, internal and external entities are notified and given the opportunity to provide comments or feedback on the petitioner's proposal prior to Council's consideration at the hearing. The Cabarrus County School System responded and provided a Development Impact Report (attached). The report indicates that the three schools serving the subject area are currently over capacity. Details of the report indicate that current capacity rates are as follows: Cox Mill Elementary (105%), Harris Rd Middle (116%), and Cox Mill High School (119%). It is projected that the proposal would generate approximately 30 new students for the elementary school, 15 for the middle school, and 20 for the high school. This area is expected to be impacted by a realignment for Middle Schools for the 2022-23 school year. The realignment will impact the overall utilization of Harris Road MS as students are moved to other schools in order to balance utilization across the County. The decision for realignment will be made in April 2021.

Should Council decide to annex the subject property, the draft site plan will continue through the plan review process and be presented to the Planning and Zoning Commission for consideration of the proposed zoning, related uses, and associated site design.

**Section B** Submittal Deadlines

Petitions for annexation are accepted by Planning & Neighborhood Development at any time. Find annexation schedule here: <https://www.concordnc.gov/Departments/Planning/Planning-Services/Annexations> **The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.**

(The City reserves the right to make exceptions to this tentative processing schedule for any reason, including when outstanding staff comments need to be addressed.)

**Section C** Summary Information / Metes and Bounds Descriptions

**Development Project Name** Park View at Cox Mill  
**Street Address** SEE SCHEDULE 1 ATTACHED 9411, 9371, 9251 Benjamin Walker Ln and 1050, 1070, 1240, 1200, 1150 Cox Mill Rd

**Cabarrus County Property Identification Number(s)** list below - SEE SCHEDULE 1 ATTACHED

<b>P.I.N.</b> 46803413150000 46803431870000	<b>P.I.N.</b> 46803486600000 46804405850000	<b>P.I.N.</b> 46804403860000
<b>P.I.N.</b> 46803387080000	<b>P.I.N.</b> 46804319230000	<b>P.I.N.</b> 46803482300000

**Acreage of Annexation Site** +/- 28.226 acres

**Annexation site is requesting connection to City of Concord Water** Yes and/or **Sewer** Yes

**Person to contact if there are questions about the petition**

**Name** AVA GLOBAL, LLC (ATTN: Anil Kumar Anumkonda )

**Address** 407 SUTRO FOREST DR NW, CONCORD, NC 28027

**Phone:** 704-488-3290

**Fax #**

**Email:** Avagloballlc@gmail.com

**Written metes and bounds description of property to be annexed**

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to [rogerss@concordnc.gov](mailto:rogerss@concordnc.gov)

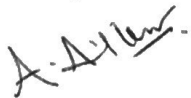
February 7, 2021

To whom it may concern,

I hereby authorize Jeff Brown and/or Bridget Grant of Moore and Van Allen, PLLC to act as agents for the annexation and rezoning of the following parcels:

P.I.N.	LOCATION
46803413150000	9411 BENJAMIN WALKER LN, 28027
46803431870000	9371 BENJAMIN WALKER LN, 28027
46803486600000	9251 BENJAMIN WALKER LN, 28027
46804405850000	1050 COX MILL RD, 28027
46804403860000	1070 COX MILL RD, 28027
46803387080000	1240 COX MILL RD, 28027
46804319230000	1200 COX MILL RD, 28027
46803482300000	1150 COX MILL RD, 28027

Sincerely,



Anil Kumar Anumukonda  
Ava Global, LLC



**Section D Annexation Petition**

**State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina**

**Part 1** The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. **The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

**Contiguous** to the present primary corporate limits of the City of Concord, North Carolina, or

**Satellite (Not Contiguous)** to the municipal limits of the City of Concord, and meets all of the requirements for **NCGS §160A-58.1(b)**. This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

**Part 2** NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes \_\_\_ No \_\_\_

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by the owners of the property described in Section C.

**Owner's Signature(s)**

**Include signatures of new owners if ownership will change during the annexation process.**

**Indicate if owner is signing on behalf of legal entity and in what capacity.**

Print Name AVA GLOBAL, LLC : Anil Kumar Anumukonda Phone 704-488-3290

Address 407 SUTRO FOREST DR NW, CONCORD, NC 28027

Signature  Date 02/08/2021

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**A notary statement must be completely filled out for each signature.**

PETITION MUST BE NOTARIZED

State of: North Carolina  
County of: Cabarrus

**Use this section for individual landowners.**

I, \_\_\_\_\_ [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, \_\_\_\_\_ [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

**Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.**

I, Jacqueline Dumitrescu [Notary's Name], a Notary Public for said County and State, do hereby certify that Anil Kumar Anumukonda [Representative for Landowner], a duly authorized representative for AVA GLOBAL LLC [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is Manager [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

**Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.**

I, \_\_\_\_\_ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, \_\_\_\_\_ [Attorney-In-Fact's Name], Attorney-in-Fact for \_\_\_\_\_, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of \_\_\_\_\_, State of \_\_\_\_\_, [County & State of Recording Office] on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposed therein expressed for and on behalf of said Landowners.

Witness my hand and official seal this 8<sup>th</sup> day of Feb., 2021.

  
Notary Public

My commission expires October 11<sup>th</sup>, 2021

[SEAL of Notary Public]

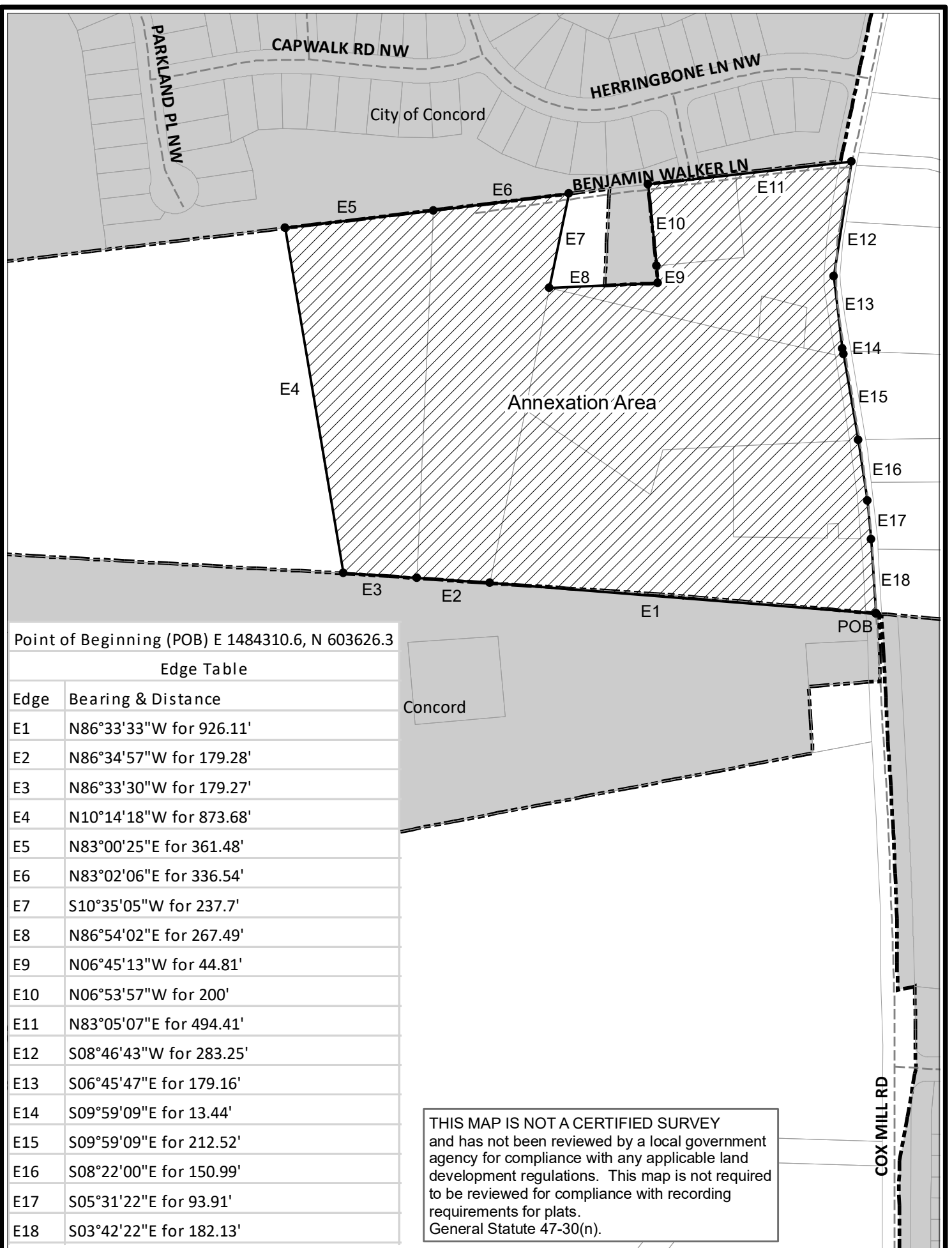
Notary's Stamp:

**Jacqueline Dumitrescu  
NOTARY PUBLIC  
Mecklenburg County  
North Carolina**

**Section E** Supplemental Information

In order for the City of Concord to better serve annexation areas, now and in the future, the City requests the following information from you. Please give your best estimates where they are needed. Contact information for relative City Departments can be found at the end of the worksheet. Please indicate 'N/A' for questions on which you have no information.

<b>Acreage of Area</b>					28.03 acres				
<b>Current Population of Area</b>					4				
<b>Current Zoning of Area</b>					LDR				
<b>Desired City Zoning of Area</b>					PUD				
<b>Proposed Use (i.e. residential, commercial, or industrial)</b>					Residential and Neighborhood Services Commercial				
<b>Estimated Total Value of Residential Units for the Proposed Development</b>									
<b>Total Proposed Number of Dwelling Units</b>					168 units				
<b>Type of Proposed Dwelling Units</b> (Single Family Detached, Single Family Attached, Multi-Family)					Single family attached or single family detached				
Year 1		Year 2	30	Year 3	50	Year 4	50	Year 5	38
<b>Estimated Total Value of Business Units for the Entire Proposed Development</b>									
Commercial Value				Industrial Value				Other (not-for-profit) Value	
<b>Proposed Number of Commercial</b>									
Year 1		Year 2		Year 3		Year 4		Year 5	
<b>Proposed Number of Industrial</b>									
Year 1		Year 2		Year 3		Year 4		Year 5	
<b>Proposed Number of Other (not-for-profit)?</b>									
Year 1		Year 2		Year 3		Year 4		Year 5	



Point of Beginning (POB) E 1484310.6, N 603626.3

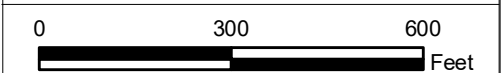
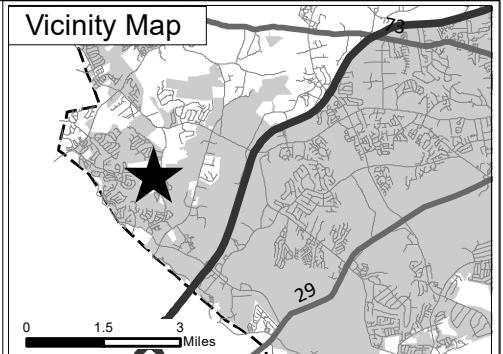
Edge Table

Edge	Bearing & Distance
E1	N86°33'33"W for 926.11'
E2	N86°34'57"W for 179.28'
E3	N86°33'30"W for 179.27'
E4	N10°14'18"W for 873.68'
E5	N83°00'25"E for 361.48'
E6	N83°02'06"E for 336.54'
E7	S10°35'05"W for 237.7'
E8	N86°54'02"E for 267.49'
E9	N06°45'13"W for 44.81'
E10	N06°53'57"W for 200'
E11	N83°05'07"E for 494.41'
E12	S08°46'43"W for 283.25'
E13	S06°45'47"E for 179.16'
E14	S09°59'09"E for 13.44'
E15	S09°59'09"E for 212.52'
E16	S08°22'00"E for 150.99'
E17	S05°31'22"E for 93.91'
E18	S03°42'22"E for 182.13'

THIS MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations. This map is not required to be reviewed for compliance with recording requirements for plats. General Statute 47-30(n).



## Map of Proposed Annexation City of Concord, NC Park View at Cox Mill



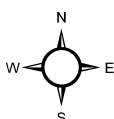
1 inch = 300 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

Map prepared by City of Concord  
Planning & Neighborhood Development Department

Legend

- Annexation Area
- Street Centerline
- Parcel Boundaries
- City of Concord



Petitioned by: AVA Global, LLC  
 Location: Cox Mill Rd  
 Parcel ID: 4680-34-8660; 4680-34-3187;  
 4680-34-1315; 4680-44-0585;  
 4680-44-0386; 4680-34-8230;  
 4680-43-1923; 4680-33-8708  
 Acreage: 28.03 acres

LEGAL DESCRIPTION

COX MILL ROAD SITE

PARCEL # 46803486600000

PARCEL # 46803431870000

PARCEL # 46803413150000

PARCEL # 46804405850000

PARCEL # 46804403860000

PARCEL # 46803482300000

PARCEL # 46804319230000

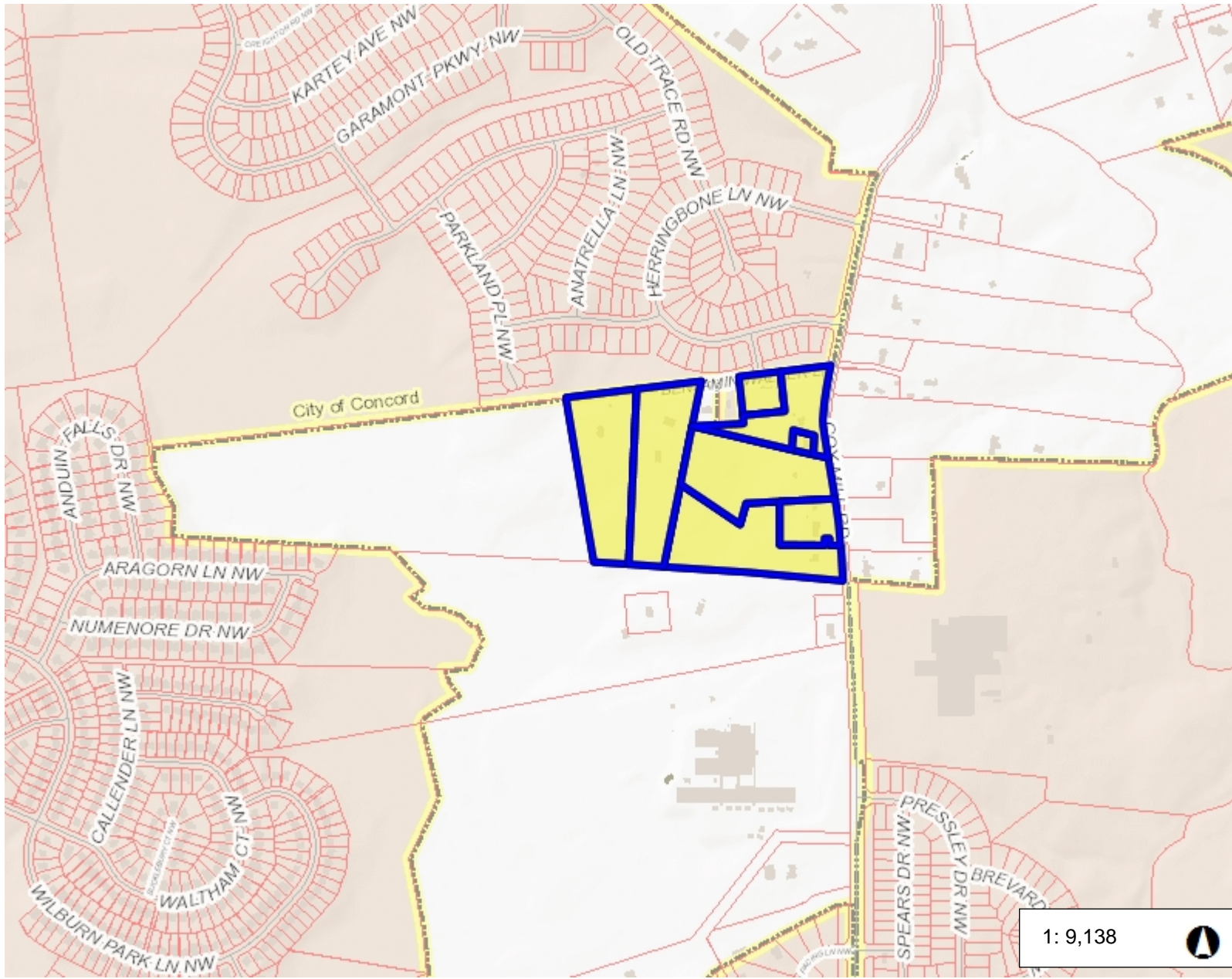
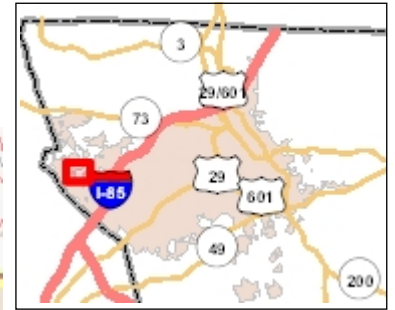
PARCEL # 46803387080000

BEGINNING at a computed point in the centerline of Cox Mill Road, thence from the point of beginning, N 86-33-33 W 926.11 feet to a square bar found, passing a 1 inch iron pipe on line at 30.36 feet, thence, N 86-34-57 W 179.28 feet to a #4 rebar found, thence, N 86-33-30 W 179.27 feet to a 1 inch iron pipe found, thence, N 10-14-18 W 873.68 feet to a pinch top iron pipe found, thence, N 83-00-25 E 361.48 feet to a #4 rebar found, thence, N 83-02-06 E 336.54 feet to a ¼ inch iron pipe found, thence, S 10-35-05 W 237.70 feet to a 1 inch iron pipe found, thence, N 86-54-02 E 267.49 to a #4 rebar set, thence, N 06-45-13 W 44.81 feet to a #4 rebar set, thence, N 06-53-57 W 200.00 to a #4 rebar set, passing a #5 rebar found, thence, N 83-05-07 E 494.41 feet to a computed point in the centerline of Cox Mill Road, thence with the center line of Cox Mill Road, S 08-46-43 W 283.25 feet to a computed point, thence, S 06-45-47 E 179.16 feet to a computed point, thence, S 09-59-09 E 13.44 feet to a computed point, thence, S 09-59-09 E 212.52 feet to a computed point, thence, S 08-22-00 E 150.99 feet to a computed point, thence, S 05-31-22 93.91 feet to a computed point, thence, S 03-42-22 E 182.13 feet to the point and place of beginning, containing 1,229,510 square feet, 28.226 acres as shown on Physical Survey by Metrolina Land Surveying dated 06/29/2020.

ADJACENT OWNER LISTING - AVA GLOBAL						
Parcel Number	Owner Name 1	Owner Name 2	Mailing Address1	Mailing City	Mailing State	Mailing Zip Code
4680-14-4164-0000	SOIL AND WATER CONSERVATION	DISTRICT OF CABARRUS COUNTY	715 CABARRUS AVENUE WEST	CONCORD	NC	28027
4680-23-8327-0000	CITY OF CONCORD		PO BOX 308	CONCORD	NC	28026
4680-34-0688-0000	M/I HOMES OF CHARLOTTE LLC	TAYLOR MORRISON OF CAROLINAS INC	11405 N COMMUNITY HOUSE RD, STE 150	CHARLOTTE	NC	28277
4680-34-5594-0000	AUSTRIE GLENROY		9331 BENJAMIN WALKER LN	CONCORD	NC	28027
4680-34-7515-0000	JIMENEZ NOE ARNULFO PINEDA		718 PLEASANT AVE	KANNAPOLIS	NC	28081
4680-43-5628-0000	HEFNER DANIEL B & WIFE	SHELLY H	1243 COX MILL ROAD	CONCORD	NC	28025
4680-43-5837-0000	HEFNER DANIEL B & WIFE	SHELLY H	1243 COX MILL ROAD	CONCORD	NC	28025
4680-44-0787-0000	ALLEN MILLS HOMEOWNERS ASSOCIATION INC	C/O KUESTER MANAGEMENT GROUP	PO BOX 3340	FORT MILL	SC	29716
4680-44-3693-0000	HARVEY DONALD W	HARVEY JANET WF	1063 COX MILL RD	CONCORD	NC	28027
4680-44-4116-0000	HEFNER DANIEL B & WIFE	SHELLY H	1243 COX MILL ROAD	CONCORD	NC	28025
4680-44-4729-0000	KLEMMENSEN AARON	KLEMMENSEN KELLY WF	1051 COX MILL RD	CONCORD	NC	28027
4680-44-6063-0000	HEFNER DANIEL B & WIFE	SHELLY H	1243 COX MILL ROAD	CONCORD	NC	28025
4680-44-6369-0000	KANCHARLA LAKSHMI SASANKA	KAKANI MURALI CHOWDARY SPOUSE	9653 MCGRUDEN DR NW	CONCORD	NC	28027
4680-44-7696-0000	GURLEY MARTHA ELLEN P		1055 COX MILL RD	CONCORD	NC	28027
4680-53-3268-0000	CABARRUS COUNTY		PO BOX 707	CONCORD	NC	28026



# AVA GLOBAL ANNEXATION - EXHIBIT C



**Legend**

- Street Right-of-Way
- Parcels
- Speedways & Race Tracks
- Airports & Airstrips
- Railroad
- Highways**
  - Interstate
  - NC Highway
  - US Highway
- Roads
- Parks
- Concord City Limits Zoomed In
- Cabarrus County
- Structures
- Hillshade**
  - High : 180
  - Low : 0
- Concord Zoomed In

1: 9,138



This map is a user-generated static output from a web-based mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise fully reliable. The City of Concord shall not be held liable for inaccurate content.

**Notes**

FILED Apr 13, 2018  
AT 03:08:00 PM  
BOOK 12956  
START PAGE 0008  
END PAGE 0010  
INSTRUMENT # 08547  
EXCISE TAX \$700.00

**NORTH CAROLINA  
GENERAL WARRANTY DEED**

**Excise Stamps:** \$700.00

**Parcel ID/Tax Lot Number:** 02-001-0016.60

**Mail after recording to:** Grantee's Mailing Address

**Prepared By:** The Coley Law Firm, PLLC, 10150 Mallard Creek Road, Ste 209, Charlotte, NC 28262

**Title Insurance with:** Master Title

**Brief Description for the Index:**  
6.0 acres on Cox Mill Road

THIS DEED made this 13<sup>th</sup> day of April, 2018 by and between:

GRANTOR	GRANTEE
<p><b>David F. Tate and wife, Janice A. Tate</b></p> <p><b>Forwarding Address: 308 Elwood Street Kannapolis, NC 28081</b></p>	<p><b>AVA Global, LLC</b></p> <p>Property Address: 1240 Cox Mill Road Concord, NC 28027</p> <p><b>Mail to: 407 Sutro Forest Drive NW Concord, NC 28027</b></p>

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Concord, Cabarrus County, North Carolina and more particularly described as follows:

**See attached Exhibit A**



If initialed, the property includes the primary residence of at least one of the Grantors. DFT  
(NC GS § 105-317.2)

The property hereinabove described was acquired by Grantor by instrument recorded in **Book 491, Page 630.**

A map showing the above described property is recorded in **Map Book , Page .**

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

- Enforceable easements, restrictions and rights of way of record.
- Current Year Ad Valorem Taxes

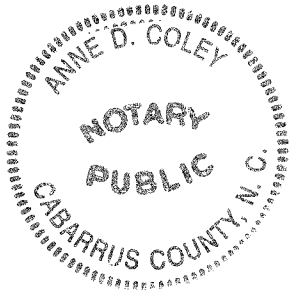
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

David F. Tate (SEAL)  
David F. Tate

Janice A. Tate (SEAL)  
Janice A. Tate

STATE OF NORTH CAROLINA, COUNTY OF **MECKLENBURG**

**SEAL-STAMP**



I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated:

**David F. Tate and Janice A. Tate, Individually as Grantor**

Date: 04/13/18

My Comm Exp: 9-17-21

Anne D. Coley  
Official Signature of Notary

Anne D. Coley  
Notary's Printed or Typed Name

**EXHIBIT A**

Lying and being in Number Two (2) Township of Cabarrus County, North Carolina and being on the West side of Cox Mill Road, adjoining the property of O.M. Caldwell and being fully described as follows:

BEGINNING at a point in the center of Cox Mill Road on the old line and the line of O.M. Caldwell (Deed Book 224, Page 329) and runs thence with the old line and the line of O.M. Caldwell North 84-40 West 896.22 feet (crossing an iron stake at 29.53 feet) to a bumper jack, a new corner on the old line; thence a new line North 12-27-30 East 440.0 feet to an iron stake, a new corner; thence a new line South 55-02 East 370.18 feet to an iron stake, a new corner; thence a new line North 16-25-30 East 112.76 feet to an iron stake, a new corner; thence a new line North 88-18 East 463.59 feet to a corner in Cox Mill Road, a new corner; thence with said road South 06-21-30 East 150.98 feet to a point in said road; thence with said road South 03-34-30 East 93.91 feet to a point in said road; thence with said road South 01-45-30 East 181.8 feet to the BEGINNING, containing 7.49 acres, as surveyed and platted by Lawrence V. Lewis, R.L.S. December 9, 1974.

LESS AND EXCEPT that property conveyed by deed recorded in Book 587, Page 305 on 03/08/1985.

Said property is commonly known as 1240 Cox Mill Road, Concord, NC 28025, Parcel No. 02-001-0016.60

FILED May 01, 2018  
AT 11:07:00 AM  
BOOK 12980  
START PAGE 0305  
END PAGE 0308  
INSTRUMENT # 10157  
EXCISE TAX \$610.00

Excise Tax \$610.00

Recording Time, Book and Page

**NORTH CAROLINA GENERAL WARRANTY DEED**

Tax Lot No. **02-001-0016.40** Parcel Identifier No.  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_,  
by

Mail after recording to **GRANTEE**  
This instrument was prepared by **RYAN C. HAWKINS, Ferguson, Hayes, Hawkins & DeMay, PLLC**

**NO TITLE OPINION EXPRESSED OR IMPLIED BY PREPARER**

Brief Description for the index

[Empty rectangular box for index description]

THIS DEED made this **1<sup>st</sup>** day of **MAY 2018**, by and between

GRANTOR	GRANTEE
<b>MINNIE L. SCOTT, unmarried</b>	<b>AVA GLOBAL, LLC a North Carolina limited liability company</b>
<b><u>Mailing Address:</u></b>	<b><u>Mailing Address:</u></b>
<b>3008 DYLAN PLACE NW CONCORD, NC 28027</b>	<b>407 SUTRO FOREST DRIVE NW CONCORD, NC 28027</b>

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in **Number TWO (2) Township, CABARRUS** County North Carolina and more particularly described as follows:

**SEE ATTACHED EXHIBIT "A"**

Submitted electronically by "The Coley Law Firm, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the Memorandum of Understanding with  
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 585, Page 247.

All or a portion of the property herein conveyed  does or  does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Map Book \_\_\_\_, Page \_\_\_\_.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

**SUBJECT TO easements and restrictions of record.**

**SUBJECT TO easements and setback lines as shown on the recorded plat.**


IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

*Minnie L. Scott* (SEAL)  
MINNIE L. SCOTT

STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

MINNIE L. SCOTT

Date: 5/11/18  
(Official Seal)  *Haley M. Cook* Notary Public  
Printed or Typed Name: Haley M. Cook  
My Commission Expires: 10/8/20

Lying and being in Number Two (2) Township, Cabarrus County, North Carolina, on the western side of Cox Mill Road (SR 1448) and being a 5.501 acre tract as shown on the map entitled "Boundary Survey of 1150 Cox Mill Road" as surveyed by James E. Craddock, P.L.S., dated April 25, 2018, and incorporated herein by reference as Exhibit "B", and being more particularly described as follows:

BEGINNING at a set #5 rebar with cap in the western edge of the right of way of Cox Mill Road (SR 1448), said rebar being in the line of Alice McKenzie (now or formerly, Book 4084 Page 297) and having NC GRID coordinates N: 604,271.15 E:1,484,201.75 [NAD 83(2011)] and runs thence from said point of Beginning South 77-39-49 East 31.38 feet to a point in Cox Mill Road, thence with Cox Mill Road South 10-04-26 East 185.37 feet to a point, thence continuing with Cox Mill Road South 08-17-26 East 27.06 feet to a point, corner of Myra Kay T. Thomas (now or formerly, Book 3381 Page 17), thence leaving the right of way of Cox Mill Road and with the line of Myra Kay T. Thomas and continuing with the line of AVA Global, LLC (now or formerly, Book 12956 Page 8) South 86-25-36 West 463.43 feet to a one-inch pinched pipe, thence continuing with the line of AVA Global, LLC the following two courses and distances: (1) South 14-33-27 West 112.44 feet to a one-inch iron pipe, (2) North 56-57-00 West 370.29 feet to a one-inch iron pipe in the line of Earl Keith Newcomer, Sr. (now or formerly, Book 1685 Page 347), thence with the line of Newcomer North 10-33-51 East 305.27 feet to a one-inch iron pipe, common corner of Glenroy Autrie (now or formerly, Book 5716 Page 85) and Alice McKenzie (now or formerly, Book 4084 Page 297), thence with the line of McKenzie South 77-39-49 East 525.47 feet to a #5 rebar, corner of Ashleigh Paige Davis (now or formerly, Book 12442 Page 303), thence with the line of Davis and continuing with the line of Alice McKenzie (now or formerly, Book 4084 Page 297) South 77-39-49 East 168.78 feet to the point and place of BEGINNING, containing 5.501 acres, more or less, as surveyed by James E. Craddock, P.L.S., dated April 25, 2018.



FILED May 15, 2018  
AT 03:08:00 PM  
BOOK 13000  
START PAGE 0069  
END PAGE 0070  
INSTRUMENT # 11396  
EXCISE TAX \$160.00

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: **\$160.00**

Parcel Identifier No. **46804319230000**

Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Mail/Box to: Grantee- 407 Sutro Forest Drive NW, Concord, NC 28027

This instrument was prepared by: Landon A. Dunn, Attorney

Brief description for the Index:

THIS DEED made this 15<sup>th</sup> day of May, 2018, by and between

GRANTOR	GRANTEE
<b>FRANCES M. TATE AND MYRA KAY T. THOMAS</b>	<b>AVA GLOBAL, LLC, a North Carolina Limited Liability Corporation</b>
	<b>MAILING ADDRESS: 1200 COX MILL ROAD CONCORD, NC 28025</b>

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Concord, Cabarrus County, North Carolina and more particularly described as follows:

**BEGINNING at a railroad spike in the center line of Cox Mill Road (No. 1448), such spike marking the point that is the northeast corner of the tract conveyed to the Grantors in a deed recorded in Book 491, Page 630 of the Cabarrus Public Registry; thence South 6-21-36 East 150.91 feet along the center line of Cox Mill Road to a point; thence South 3-34-30 East 55.92 feet to a point in the center line of Cox Mill Road, a new corner; thence South 88-14-30 West 69.66 feet to a point, a new corner; thence North 1-45-30 West 30 feet to a point; thence South 88-14-30 West 20 feet to a point, a new corner; thence South 1-45-30 East 30 feet to a point, a new corner; thence South 88-14-30 West 226.34 feet to a new iron; thence North 5-36-13 West 206.97 feet to a new iron, a new corner in the line of the Grantors; thence North 88-16-36 East 316 feet to the railroad spike which is the point and place of Beginning, containing approximately 1.5 acres and being part of the property conveyed to the Grantors in Book 491 Page 630. See survey of J. Lawrence Blackley, R.S., dated February 15, 1985.**

BEING the same property conveyed to Charles Edward Tate who died 02/01/2002 see Estate file 02-E-190 and Frances M. Tate by deed filed in Book 3381, Page 17, Cabarrus County Public Registry.

All or a portion of the property herein conveyed includes the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All easements, restrictions, rights-of-way and conditions as may appear in the public records of Cabarrus County.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

*Frances M. Tate by her Attorney in Fact Ashley Dupont* (SEAL)

\_\_\_\_\_  
(Entity Name)

FRANCES M. TATE, by her Attorney in Fact  
ASHLEY DUPONT

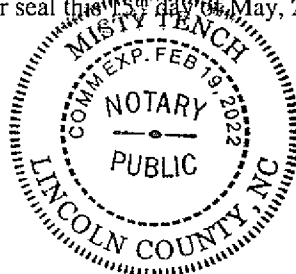
By: \_\_\_\_\_  
Print/Type Name & Title: \_\_\_\_\_

*Myra Kay T. Thomas* (SEAL)  
MYRA KAY T. THOMAS

State of North Carolina; County of Mecklenburg

I, Samantha Dize, a Notary Public of the County and State aforesaid, do hereby certify that **ASHLEY DUPONT**, attorney in fact for **FRANCES M. TATE**, personally appeared before me this day, and being by me duly sworn, say that he executed the foregoing and annexed instrument for and in behalf of the said **FRANCES M. TATE**, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of Register of Deeds in the County of Cabarrus, State of North Carolina, on the 31<sup>st</sup> day of January, 2018, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney. I do further certify that the said **ASHLEY DUPONT** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **FRANCES M. TATE**. Witness my hand and Notarial stamp or seal this 15<sup>th</sup> day of May, 2018.

My Commission Expires: 02/19/2022

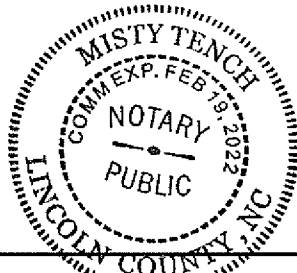


*Misty Trench*  
Notary Public

State of North Carolina; County of Mecklenburg

I, the undersigned Notary Public of the County and State aforesaid, certify that **MYRA KAY T. THOMAS** personally came before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 15<sup>th</sup> day of May, 2018.

My Commission Expires: 02/19/2022



*Misty Trench*  
Notary Public



FILED Oct 15, 2018  
AT 03:06:00 PM  
BOOK 13228  
START PAGE 0297  
END PAGE 0299  
INSTRUMENT # 25983  
EXCISE TAX \$1,400.00

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: **\$1400.00**

Parcel Identifier No. **02001 0016.200000 & 02001 0016.900000**

Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Mail/Box to: Grantee - 407 Sutro Forest Drive NW, Concord, NC 28027

This instrument was prepared by: Landon A. Dunn, a validly licensed North Carolina Attorney

Brief description for the Index:

THIS DEED made this 15<sup>th</sup> day of October, 2018, by and between

GRANTOR	GRANTEE
<b>EARL KEITH NEWCOMER, SR.</b>	<b>AVA GLOBAL, a North Carolina Limited Liability Corporation</b>
	<b>PROPERTY ADDRESS: 9411 &amp; 9371 BENJAMIN WALKER LANE, CONCORD, NC 28027</b>

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Concord, Cabarrus County, North Carolina and more particularly described as follows:

**SEE "EXHIBIT A" FOR LEGAL DESCRIPTION**

**BEING** the same property conveyed to Grantor by deed filed in Book 6610, Page 200 and Book 1685, Page 347, Cabarrus County Public Registry.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

Submitted electronically by "Landon A. Dunn, PA"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the Memorandum of Understanding with  
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All easements, restrictions, rights-of-way and conditions as may appear in the public records of Cabarrus County.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

\_\_\_\_\_  
(Entity Name) Earl Keith Newcom SR (SEAL)  
EARL KEITH NEWCOMER, SR.

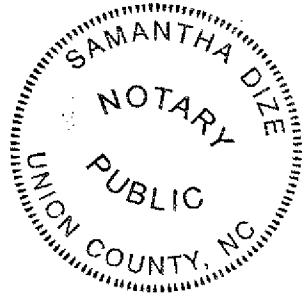
By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_

State of North Carolina; County of Mecklenburg

I, the undersigned Notary Public of the County and State aforesaid, certify that **EARL KEITH NEWCOMER, SR.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 15<sup>th</sup> day of October, 2018.



Samantha Dize  
Notary Public

My Commission Expires: 04/22/2020

State of North Carolina; County of Mecklenburg

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A  
LEGAL DESCRIPTION**

**9411 Benjamin Walker Lane (Parcel 02001 0016.200000)**

Lying and Being in Number Two (2) Township of Cabarrus County, North Carolina West of but not adjacent to Cox Mill Road, and on the South side of a private road known as Benjamin Walker Road, adjoining the property of Dolly W. Alexander, Cox Mill Associates, and others, and being more fully described as follows:

BEGINNING at an iron pin in the line of Cox Mill Associates (Book 1025, Page 177), on the North side of a 30.0 foot right of way, known as Benjamin Walker Lane, the Northeastern corner of Dolly W. Alexander (Deed Book 463, Page 45) and runs thence with the North side of Benjamin Walker Lane, and with the line of Cox Mill Associates North 84-56-56 East 361.60 feet to an iron stake on the North side of said Lane, in the line of Cox Mill Associates, the Northwestern corner of another tract of Earl Keith Newcomer, Sr. (Book 1685, Page 347); thence with the line of Newcomer South 03-27-37 West 914.97 feet to an iron stake, the Southwestern corner of Newcomer, in the line of Tommie Ray Taylor (Deed Book 489, Page 382); thence with the line of Taylor North 84-38-35 West 179.28 feet to an iron stake in the line of Taylor, the old Southeastern corner of Dolly W. Alexander; thence with the line of Alexander North 08-19-16 West 873.93 feet (passing an iron stake in the line at 244.04 feet) to the point of BEGINNING, containing 5.503 acres, more or less, as surveyed and platted by Robert S. Spidel, R.L.S. for Mel G. Thompson And Associates, P.A. February 8, 1996.

This conveyance is made TOGETHER WITH a non-exclusive right of way for purposes of providing ingress, egress, and regress from the above described property to Cox Mill Road over and upon the thirty (30) foot right of way adjacent to the property of Cox Mill Associates which runs with the line of Cox Mill Associates North 84-56-56 East 1026.44 feet, more or less, from the above described property, to Cox Mill Road.

The conveyance is also made and accepted SUBJECT TO a thirty (30) foot right of way adjoining the Northern line of the above described property, and is immediately South of the adjacent to the line of Cox Mill Associates and which runs North 84-56-56 East 361.60 feet.

**9371 Benjamin Walker Lane (Parcel 02001 0016.900000)**

Beginning at a point in the southerly line of the Cox Mill Associates (now or formerly) property as described in deed recorded in the Cabarrus County, North Carolina Public Registry in book 1025, at page 177, said point being marked by an existing 5/8 inch iron pipe located at the northwest corner of the Ida W. Gunn (now or formerly) property as described in deed recorded in said Registry in book 1282, at page 101, said pipe also being located S. 84-59-05 W., 689.83 feet from a spike in the center line of Cox Mill Road; and running from said beginning point S. 12-27-30 W., passing a 1 inch existing iron pipe at 543.09 feet, a total distance of 982.82 feet to a jack on the southerly side of a branch, said point being the southwesterly corner of the David F. Tate (now or formerly) property as described in deed recorded in said Registry in book 491, at page 630; running thence N. 84-38-35 W., 179.28 feet to a new iron pipe; thence a new line N. 03-27-37 E., 914.97 feet to a new iron pipe in the southerly line of said Cox Mill Associates property; thence with the southerly line of said Cox Mill Associates property N. 84-56-56 E., 336.31 feet to the point and place of beginning, and containing 5.503 acres as shown on plat of survey dated February 9, 1996, prepared by Robert S. Spidel, R. L. S.

Being in all respects a part of the property conveyed to Jose B. Garcia, Grantor herein, by two deeds, namely (1) deed dated February 7, 1996, executed by William T. Castleberry and wife, Virginia W. Castleberry, recorded in said Registry in book 603, at page 180; and (2) deed dated April 3, 1987, executed by David Jack Castleberry and wife, Sophia Castleberry, recorded in said Registry in book 623, at page 218.

This conveyance is made TOGETHER WITH the right of ingress, egress, and regress over and upon the existing thirty (30) foot right of way from the above described property to Cox Mill Road. This conveyance is also made and accepted SUBJECT TO the rights of others to use that portion of said thirty (30) foot right of way which lies along the northerly line of the above described property.

FILED Oct 15, 2018  
AT 03:06:00 PM  
BOOK 13228  
START PAGE 0297  
END PAGE 0299  
INSTRUMENT # 25983  
EXCISE TAX \$1,400.00

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: **\$1400.00**

Parcel Identifier No. **02001 0016.200000 & 02001 0016.900000**

Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Mail/Box to: Grantee - 407 Sutro Forest Drive NW, Concord, NC 28027

This instrument was prepared by: Landon A. Dunn, a validly licensed North Carolina Attorney

Brief description for the Index:

THIS DEED made this 15<sup>th</sup> day of October, 2018, by and between

GRANTOR	GRANTEE
<b>EARL KEITH NEWCOMER, SR.</b>	<b>AVA GLOBAL, a North Carolina Limited Liability Corporation</b>
	<b>PROPERTY ADDRESS: 9411 &amp; 9371 BENJAMIN WALKER LANE, CONCORD, NC 28027</b>

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Concord, Cabarrus County, North Carolina and more particularly described as follows:

**SEE "EXHIBIT A" FOR LEGAL DESCRIPTION**

**BEING** the same property conveyed to Grantor by deed filed in Book 6610, Page 200 and Book 1685, Page 347, Cabarrus County Public Registry.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

Submitted electronically by "Landon A. Dunn, PA"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the Memorandum of Understanding with  
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

**All easements, restrictions, rights-of-way and conditions as may appear in the public records of Cabarrus County.**

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

\_\_\_\_\_  
(Entity Name) Earl Keith Newcom SR (SEAL)  
**EARL KEITH NEWCOMER, SR.**

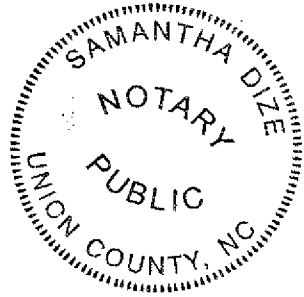
By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_

State of North Carolina; County of Mecklenburg

I, the undersigned Notary Public of the County and State aforesaid, certify that **EARL KEITH NEWCOMER, SR.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 15<sup>th</sup> day of October, 2018.



Samantha Dize  
Notary Public

My Commission Expires: 04/22/2020

State of North Carolina; County of Mecklenburg

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A  
LEGAL DESCRIPTION**

**9411 Benjamin Walker Lane (Parcel 02001 0016.200000)**

Lying and Being in Number Two (2) Township of Cabarrus County, North Carolina West of but not adjacent to Cox Mill Road, and on the South side of a private road known as Benjamin Walker Road, adjoining the property of Dolly W. Alexander, Cox Mill Associates, and others, and being more fully described as follows:

BEGINNING at an iron pin in the line of Cox Mill Associates (Book 1025, Page 177), on the North side of a 30.0 foot right of way, known as Benjamin Walker Lane, the Northeastern corner of Dolly W. Alexander (Deed Book 463, Page 45) and runs thence with the North side of Benjamin Walker Lane, and with the line of Cox Mill Associates North 84-56-56 East 361.60 feet to an iron stake on the North side of said Lane, in the line of Cox Mill Associates, the Northwestern corner of another tract of Earl Keith Newcomer, Sr. (Book 1685, Page 347); thence with the line of Newcomer South 03-27-37 West 914.97 feet to an iron stake, the Southwestern corner of Newcomer, in the line of Tommie Ray Taylor (Deed Book 489, Page 382); thence with the line of Taylor North 84-38-35 West 179.28 feet to an iron stake in the line of Taylor, the old Southeastern corner of Dolly W. Alexander; thence with the line of Alexander North 08-19-16 West 873.93 feet (passing an iron stake in the line at 244.04 feet) to the point of BEGINNING, containing 5.503 acres, more or less, as surveyed and platted by Robert S. Spidel, R.L.S. for Mel G. Thompson And Associates, P.A. February 8, 1996.

This conveyance is made TOGETHER WITH a non-exclusive right of way for purposes of providing ingress, egress, and regress from the above described property to Cox Mill Road over and upon the thirty (30) foot right of way adjacent to the property of Cox Mill Associates which runs with the line of Cox Mill Associates North 84-56-56 East 1026.44 feet, more or less, from the above described property, to Cox Mill Road.

The conveyance is also made and accepted SUBJECT TO a thirty (30) foot right of way adjoining the Northern line of the above described property, and is immediately South of the adjacent to the line of Cox Mill Associates and which runs North 84-56-56 East 361.60 feet.

**9371 Benjamin Walker Lane (Parcel 02001 0016.900000)**

Beginning at a point in the southerly line of the Cox Mill Associates (now or formerly) property as described in deed recorded in the Cabarrus County, North Carolina Public Registry in book 1025, at page 177, said point being marked by an existing 5/8 inch iron pipe located at the northwest corner of the Ida W. Gunn (now or formerly) property as described in deed recorded in said Registry in book 1282, at page 101, said pipe also being located S. 84-59-05 W., 689.83 feet from a spike in the center line of Cox Mill Road; and running from said beginning point S. 12-27-30 W., passing a 1 inch existing iron pipe at 543.09 feet, a total distance of 982.82 feet to a jack on the southerly side of a branch, said point being the southwesterly corner of the David F. Tate (now or formerly) property as described in deed recorded in said Registry in book 491, at page 630; running thence N. 84-38-35 W., 179.28 feet to a new iron pipe; thence a new line N. 03-27-37 E., 914.97 feet to a new iron pipe in the southerly line of said Cox Mill Associates property; thence with the southerly line of said Cox Mill Associates property N. 84-56-56 E., 336.31 feet to the point and place of beginning, and containing 5.503 acres as shown on plat of survey dated February 9, 1996, prepared by Robert S. Spidel, R. L. S.

Being in all respects a part of the property conveyed to Jose B. Garcia, Grantor herein, by two deeds, namely (1) deed dated February 7, 1996, executed by William T. Castleberry and wife, Virginia W. Castleberry, recorded in said Registry in book 603, at page 180; and (2) deed dated April 3, 1987, executed by David Jack Castleberry and wife, Sophia Castleberry, recorded in said Registry in book 623, at page 218.

This conveyance is made TOGETHER WITH the right of ingress, egress, and regress over and upon the existing thirty (30) foot right of way from the above described property to Cox Mill Road. This conveyance is also made and accepted SUBJECT TO the rights of others to use that portion of said thirty (30) foot right of way which lies along the northerly line of the above described property.

FILED	Aug 15, 2019
AT	01:09:00 PM
BOOK	13662
START PAGE	0070
END PAGE	0073
INSTRUMENT #	21292
EXCISE TAX	\$300.00

**PREPARED BY:**

Regent Law (RWF)  
1515 Mockingbird Ln., Ste 4115  
Charlotte, NC 28209  
[www.regentlawnc.com](http://www.regentlawnc.com)  
File No. 02294

**RETURN TO:**

Grantee

**No title opinion given or closing held by preparing attorney.**

Excise Tax: **\$300.00**

Tax Parcel ID: **4680-34-8660.0000**  
**02-001 -0016.11 (Prop. Real ID)**

Brief legal:

**1.0 Acre, West Side Cox Mill Rd.**

**NORTH CAROLINA**

**SPECIAL WARRANTY DEED**

**CABARRUS COUNTY**

THIS DEED made this 9<sup>th</sup> day of August, 2019, by and between

GRANTOR	GRANTEE
<p><b>Alice McKenzie</b>, widow (aka <b>Alice V. Lee McKenzie</b>) 1046 Cox Mill Road Concord, NC. 28027</p>	<p><b>AVA Global, LLC</b>, a North Carolina limited liability company 407 Sutro Forest Dr NW Concord, NC 28027</p>

The designation Grantor and Grantee may include the parties, their heirs, successors, or assigns, and may include singular, plural, masculine, feminine or neuter as required by context.

Grantor, for valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the Property more particularly described in **Exhibit A** (the "**Property**"), together with any buildings, fixtures and improvements owned by Grantor and located thereon.

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Property.

This conveyance is made by Grantor and accepted by Grantee subject to all encumbrances, rights of way and other matters of record affecting same to the extent that the same are currently valid and enforceable against the Property.

To have and to hold the Property unto Grantee, its successors and assigns forever; but:

Subject to the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

**For Informational Purposes Only:**

Property Address: 9251 Benjamin Walker Lane, Concord, NC. 28027  
Deed Reference: Book 817, Page 222  
Plat/Map Reference: N/A

**Pursuant to N.C. Gen. Stat. § 105-317.2, the Property conveyed does not include the primary residence of a Grantor.**

*[Signature page follows.]*



The Grantor has executed this Deed as of the date stated in the introductory clause.

Alice McKenzie (aka Alice V. Lee McKenzie)  
**Alice McKenzie (aka Alice V. Lee McKenzie)**

STATE OF NC COUNTY OF Cabarrus

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacities indicated:

**Alice McKenzie (aka Alice V. Lee McKenzie).**

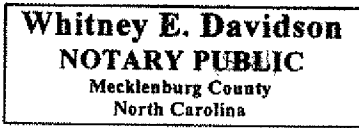
Date: 07/29/2019

Whitney E. Davidson

Notary Public Signature

Whitney E. Davidson

Printed or Typed Name of Notary Public



My commission expires: 06/17/2023

**EXHIBIT A**

**Property Description**

Property Address: 9251 Benjamin Walker Lane, Concord, NC. 28027

Parcel ID: 4680-34-8660.0000

Prop. Real ID: 02-001 -0016.11

Lying and being in Cabarrus County, N.C. and described as follows.

BEGINNING at a point on an unnamed road 30 foot wide, according to plat by Walter Furr Surveyor December 1984, and being 276.56 feet from Cox Mill Road on said 30 foot road, and runs South 5-10 E. 200 feet to an iron stake, thence S. 84-59 W. 219 feet to an iron stake; thence N. 5-01 W. 200 feet to an iron stake in East edge of said unnamed street; thence with East edge of said street N. 84-59 E. 217 feet to the BEGINNING.

Being the same property as conveyed by deed dated February 28th, 1985 from Johnnie Walker and wife Catherine Walker to Alice W. Lee and duly recorded in Office of Register of Deeds for Cabarrus County, N.C.

Title Insurance: Barrister's Title Services

FILED Aug 15, 2019  
 AT 01:09:00 PM  
 BOOK 13662  
 START PAGE 0074  
 END PAGE 0077  
 INSTRUMENT # 21293  
 EXCISE TAX \$300.00

**PREPARED BY:**

Regent Law (RWF)  
 1515 Mockingbird Ln., Ste 4115  
 Charlotte, NC 28209  
[www.regentlawnc.com](http://www.regentlawnc.com)  
 File No. 02294

**RETURN TO:**

Grantee

**No title opinion given or closing held by preparing attorney.**

Excise Tax: **\$300.00**

Tax Parcel ID: 4680-44-0585.0000  
 Prop. Real ID: 02-001 -0016.30

Brief legal:

**Approx. 3.0 acs., Cox Mill Rd.**

**NORTH CAROLINA**

**SPECIAL WARRANTY DEED**

**CABARRUS COUNTY**

THIS DEED made this 9<sup>th</sup> day of August, 2019, by and between

GRANTOR	GRANTEE
<p><b>Alice McKenzie</b>, widow                      (aka <b>Alice V. Lee McKenzie</b>)                      1046 Cox Mill Road                      Concord, NC. 28027</p>	<p><b>AVA Global, LLC</b>,                      a North Carolina limited liability company                      407 Sutro Forest Dr NW                      Concord, NC 28027</p>

The designation Grantor and Grantee may include the parties, their heirs, successors, or assigns, and may include singular, plural, masculine, feminine or neuter as required by context.

Grantor, for valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the Property more particularly described in **Exhibit A** (the "**Property**"), together with any buildings, fixtures and improvements owned by Grantor and located thereon.

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Property.

This conveyance is made by Grantor and accepted by Grantee subject to all encumbrances, rights of way and other matters of record affecting same to the extent that the same are currently valid and enforceable against the Property.

To have and to hold the Property unto Grantee, its successors and assigns forever; but:

Subject to the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

**For Informational Purposes Only:**

Property Address: 1050 Cox Mill Rd., Concord, NC 28027

Deed Reference: Book 9350, Page 311; Book 4084, Page 297; Book 3984, Page 285

Plat/Map Reference: N/A

**Pursuant to N.C. Gen. Stat. § 105-317.2, the Property conveyed does not include the primary residence of a Grantor.**

*[Signature page follows.]*

The Grantor has executed this Deed as of the date stated in the introductory clause.

Alice McKenzie (aka) Alice V. Lee McKenzie  
**Alice McKenzie (aka Alice V. Lee McKenzie)**

STATE OF NC COUNTY OF Cabarrus

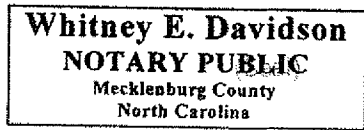
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacities indicated:

**Alice McKenzie (aka Alice V. Lee McKenzie)**

Date: 04/29/2019

Whitney E Davidson  
Notary Public Signature

Whitney E. Davidson  
Printed or Typed Name of Notary Public



My commission expires: 06/17/2023

**EXHIBIT A**

**Property Description**

Property Address: 1050 Cox Mill Rd., Concord, NC. 28027

Parcel ID: 4680-44-0585.0000

Prop. Real ID: 02-001 -0016.30

BEGINNING at a point in the center of Cox Mill Road, a corner of Blake H. Allen (now or formerly) and runs thence with the line of Allen and the old line S. 84-59 W. 689.93 feet to a stake; thence S. 12-27-30 W. 238 feet to an iron stake; thence S. 75-50-30 E. 725.38 feet to a stake in the center of said Cox Mill Road, the corner of Stanfield (now or formerly); thence with Stanfield's line thence N. 08-08-30 W. 13.44 feet to a point; N. 04-52 W. 179.16 feet to a point in the said road; thence continuing with said road N. 10-40-30 E. 283.07 feet to the BEGINNING, containing 5.49 acres as surveyed and platted by Lawrence V. Lewis, RLS, dated December 9, 1974.

LESS and EXPECTING, however, those certain parcels previously conveyed therefrom by deeds recorded in Book 518, Page 85, Book 587, Page 226 and Book 1282, Page 101 of the Cabarrus County Registry.

Title Insurance: Barrister's Title Services

FILED May 07, 2020  
 AT 10:48:00 AM  
 BOOK 14163  
 START PAGE 0076  
 END PAGE 0080  
 INSTRUMENT # 13550  
 EXCISE TAX \$374.00

**PREPARED BY:**  
 Regent Law (RWF)  
 1515 Mockingbird Ln Ste 4115  
 Charlotte, NC 28209  
 File No. 02507

**RETURN TO:**  
 Grantee

Excise Tax: **\$374.00** Tax Parcel ID: **4680-44-0386**  
 Purchase Price: **\$187,000** Title Insurance: **Tryon Title Agency, LLC**

Brief legal: **APPROX. 1.0 AC WEST SIDE COX MILL RD**

**NORTH CAROLINA**

**SPECIAL WARRANTY DEED**

**CABARRUS COUNTY**

THIS DEED made this 5<sup>th</sup> day of May, 2020, by and between

GRANTOR	GRANTEE
<p><b>Mitchell Todd McKell, divorced</b>                      (owning a 1/2 undivided interest)                      1070 Cox Mill Rd.                      Concord, NC 28027                      AND  <b>Ashleigh Paige Clarke (formerly known as                      Ashleigh Paige Davis) and husband,                      Aaron M. Clarke</b>                      (owning a 1/2 undivided interest)                      1105 Lakeview St                      Kannapolis NC 28083</p>	<p><b>AVA Global, LLC,</b>                      a North Carolina limited liability company                      407 Sutro Forest Drive NW                      Concord, NC 28027</p>

The designation Grantor and Grantee may include the parties, their heirs, successors, or assigns, and may include singular, plural, masculine, feminine or neuter as required by context.

Grantor, for valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns

forever, all of Grantor's right, title and interest, if any, in and to the Property more particularly described in **Exhibit A** (the "**Property**"), together with any buildings, fixtures and improvements owned by Grantor and located thereon.

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Property.

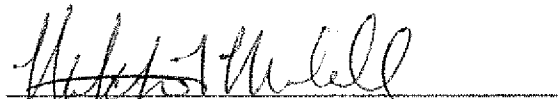
**For Informational Purposes Only:**

Property Address: 1070 Cox Mill Rd., Concord, NC 28027  
Deed Reference: Book 12442, Page 303  
Plat/Map Reference: N/A

**Pursuant to N.C. Gen. Stat. § 105-317.2, the Property conveyed does include the primary residence of a Grantor.**

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the exceptions described in **Exhibit B** (the "**Permitted Exceptions**").

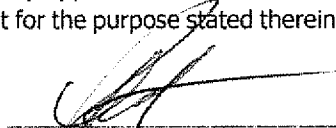
The Grantor has executed this Deed as of the date stated in the introductory clause.

  
\_\_\_\_\_  
**Mitchell Todd McKell**

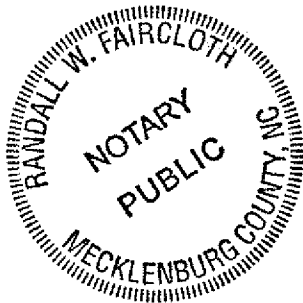
STATE OF NORTH CAROLINA COUNTY OF Cabarrus

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacities indicated:  
**Mitchell Todd McKell.**

Date: 5-6-20

  
\_\_\_\_\_  
Notary Public Signature  
Randall W. Faircloth  
\_\_\_\_\_  
Printed or Typed Name of Notary Public

My commission expires: 10-18-2021



(SIGNATURES CONTINUE ON NEXT PAGE.)



*Ashleigh Paige Clarke*

Ashleigh Paige Clarke (formerly known as Ashleigh Paige Davis)

*Aaron M. Clarke*

Aaron M. Clarke

STATE OF NORTH CAROLINA

COUNTY OF Catawba

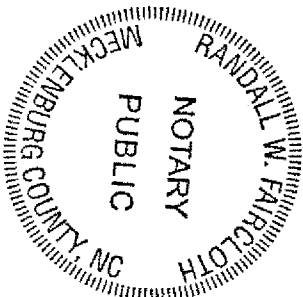
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacities indicated: **Ashleigh Paige Clarke (formerly known as Ashleigh Paige Davis).**

Date: 5-6-20

*[Signature]*  
Notary Public Signature

Randall W. Faircloth  
Printed or Typed Name of Notary Public

My commission expires: 10-18-2021



STATE OF NORTH CAROLINA

COUNTY OF Catawba

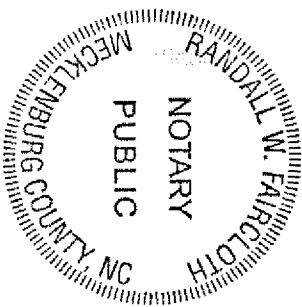
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacities indicated: **Aaron M. Clarke.**

Date: 5-6-20

*[Signature]*  
Notary Public Signature

Randall W. Faircloth  
Printed or Typed Name of Notary Public

My commission expires: 10-18-2021



**EXHIBIT A**  
**Property Description**

Property Address: 1070 Cox Mill Rd., Concord, NC 28027  
Parcel ID: 4680-44-0386

BEGINNING at an iron stake (said iron stake being 100 feet N. 75-50-30 W. from Debra Walker's corner on the West side of SR 1488) and runs with Debra Walker's line N. 75-50-30 W. 100 feet to an iron stake; thence N. 04-42 E. 100 feet to an iron stake, thence S. 75-50-30 E. 100 feet to an iron stake; thence S. 04-52 W. 100 feet to the BEGINNING, TOGETHER WITH a right of way 10 feet wide along the line of Debra Walker to SR 1488.

TOGETHER WITH that 2009 4907/Schult modular home bearing Serial Number ROC722450NCABM, which has been permanently affixed to the above described property.

**EXHIBIT B**  
**Permitted Exceptions**

1. Taxes and assessments for the year 2020 and subsequent years, a lien not yet due and payable.
2. All easement(s), rights(s) of way, and agreement(s), if any, affecting the insured premises.
3. The creation or loss of land by natural or artificial changes along water forming part of the boundary of the land; and/or title to land lying below the higher of the mean high water mark and/or the normal bounds of any body of water; and/or riparian rights incident to any branches, creeks, streams, lakes or other waters coursing or abutting the land.
4. Title to any areas within street, highway or railroad rights of way, if any.
5. Encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, lack of access, violated plat building lines, or any matters not of record, which would be disclosed by an accurate survey and inspection of the land.
6. Deed of Septic Easement from Alice W, McKenzie to 1st Choice Housing, Inc. (easement burdens neighboring property in favor of the subject property) as recorded in Book 8645 at Page 57.

LEGAL DESCRIPTION

COX MILL ROAD SITE

PARCEL # 46803486600000

PARCEL # 46803431870000

PARCEL # 46803413150000

PARCEL # 46804405850000

PARCEL # 46804403860000

PARCEL # 46803482300000

PARCEL # 46804319230000

PARCEL # 46803387080000

BEGINNING at a computed point in the centerline of Cox Mill Road, thence from the point of beginning, N 86-33-33 W 926.11 feet to a square bar found, passing a 1 inch iron pipe on line at 30.36 feet, thence, N 86-34-57 W 179.28 feet to a #4 rebar found, thence, N 86-33-30 W 179.27 feet to a 1 inch iron pipe found, thence, N 10-14-18 W 873.68 feet to a pinch top iron pipe found, thence, N 83-00-25 E 361.48 feet to a #4 rebar found, thence, N 83-02-06 E 336.54 feet to a ¼ inch iron pipe found, thence, S 10-35-05 W 237.70 feet to a 1 inch iron pipe found, thence, N 86-54-02 E 267.49 to a #4 rebar set, thence, N 06-45-13 W 44.81 feet to a #4 rebar set, thence, N 06-53-57 W 200.00 to a #4 rebar set, passing a #5 rebar found, thence, N 83-05-07 E 494.41 feet to a computed point in the centerline of Cox Mill Road, thence with the center line of Cox Mill Road, S 08-46-43 W 283.25 feet to a computed point, thence, S 06-45-47 E 179.16 feet to a computed point, thence, S 09-59-09 E 13.44 feet to a computed point, thence, S 09-59-09 E 212.52 feet to a computed point, thence, S 08-22-00 E 150.99 feet to a computed point, thence, S 05-31-22 93.91 feet to a computed point, thence, S 03-42-22 E 182.13 feet to the point and place of beginning, containing 1,229,510 square feet, 28.226 acres as shown on Physical Survey by Metrolina Land Surveying dated 06/29/2020.





DEVELOPMENT NOTES:

1. GENERAL PROVISIONS:

a. SITE LOCATION. THESE DEVELOPMENT STANDARDS, THE SCHEMATIC SITE PLAN, AND RELATED GRAPHICS FORM THE REZONING PLAN (COLLECTIVELY REFERRED TO AS THE "REZONING PLAN") ASSOCIATED WITH THE REZONING PETITION FILED BY AVA GLOBAL, LLC AND KEAREY CONSTRUCTION (TOGETHER THE "PETITIONER") TO ACCOMMODATE DEVELOPMENT OF A RESIDENTIAL COMMUNITY WITH COMMERCIAL USES ON THE APPROXIMATELY 28.03 ACRE SITE LOCATED OFF ON COX MILL ROAD (THE "SITE").

b. ZONING DISTRICTS/ORDINANCE. DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE CONCORD DEVELOPMENT ORDINANCE (THE "ORDINANCE"). UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE PUB ZONING CLASSIFICATION SHALL GOVERN.

c. DEVELOPMENT AREAS. FOR EASE OF REFERENCE AND AS AN ORGANIZING PRINCIPAL ASSOCIATED WITH THE MASTER PLANNED COMMUNITY, THE REZONING PLAN SETS FORTH TWO (2) DEVELOPMENT AREAS (AND OTHER SUB-AREAS WITHIN THE DEVELOPMENT AREAS) AS GENERALLY DEPICTED ON THE REZONING PLAN AS DEVELOPMENT AREAS A AND B. (EACH A "DEVELOPMENT AREA" AND COLLECTIVELY THE "DEVELOPMENT AREAS"), THE EXACT BOUNDARIES OF THE DEVELOPMENT AREAS MAY BE SUBJECT TO MODIFICATIONS TO ACCOUNT FOR DEVELOPMENT/SITE ELEMENTS AS DEFINED BELOW) AND OTHER MODIFICATIONS NEEDED TO FULFILL THE DESIGN AND DEVELOPMENT INTENT OF THE REZONING PLAN.

d. GRAPHICS AND ALTERATIONS. THE SCHEMATIC DEPICTIONS OF LOTS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS, BUFFERS, STORM WATER FACILITIES, TRAILS, AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS, THE LAYOUT, LOCATIONS, SIZES AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED.

SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDE FOR SIGNIFICANT FLEXIBILITY IN ALLOWING ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING AMENDMENTS TO THE REZONING PETITION, AND THESE INSTANCES GENERALLY INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DONT MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.

2. PERMITTED USES & DEVELOPMENT AREAS:

a. DEVELOPMENT AREA A MAY BE DEVELOPED WITH UP TO 168 SINGLE FAMILY RESIDENTIAL UNITS, OF WHICH NO MORE THAN 142 CAN BE DEVELOPED AS SINGLE FAMILY ATTACHED DWELLING UNITS AS ALLOWED BY RIGHT AND UNDER PRESCRIBED CONDITIONS, TOGETHER WITH ACCESSORY USES, AS PERMITTED IN THE PUB ZONING DISTRICT, INCLUDING, WITHOUT LIMITATION, COMMUNITY CLUBHOUSE, RECREATION, OPEN SPACE AND RELATED USES (E.G. IMPROVED PASSIVE AND ACTIVE OPEN SPACES, GATHERING SHELTERS, GAZEBOS, BALL FIELDS, MAINTENANCE BUILDINGS, OUTDOOR RECREATIONAL USES, AND/OR OTHER USES TYPICALLY ASSOCIATED WITH RESIDENTIAL COMMUNITIES).

b. DEVELOPMENT AREA B MAY BE DEVELOPED WITH UP TO 31,250 SQUARE FEET OF COMMERCIAL USES, AS ALLOWED BY RIGHT AND UNDER PRESCRIBED CONDITIONS, TOGETHER WITH ACCESSORY USES AND OTHER USES AS PERMITTED IN THE C-1 AND B-1 ZONING DISTRICT AS ESTABLISHED IN THE USE TABLE (CDO §1.8) EXCLUDING THE FOLLOWING USES:

- ADULT ENTERTAINMENT ESTABLISHMENTS
- AUTOMOBILE REPAIR, MAJOR
- AUTOMOBILE WASH (CAR WASH), INCLUDING DETAILING SERVICE
- VEHICLE SALES, LEASE, RENTAL, INCLUDING BOAT, RV AND STORAGE BUILDINGS
- PAWNSHOPS
- BAIL BONDING
- DRIVE THROUGH AND/OR DRIVE IN RESTAURANTS

NOTE: THE USES DESIGNATED AS "PERMITTED WITH SUPPLEMENTAL REGULATION" IN TABLE § 1.8 SHALL STILL BE SUBJECT TO THE SPECIFIC DESIGN REGULATIONS AS DESCRIBED IN SECTION § 3 THE SPECIFIC REFERENCE IS INDICATED IN THE "STANDARDS" COLUMN OF THE USE TABLE.

3. ACCESS AND TRANSPORTATION:

a. ACCESS. ACCESS TO THE SITE WILL BE FROM COX MILL ROAD AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE DEVELOPMENT AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE CITY OF CONCORD AND/OR NCDOT IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.

b. IMPROVEMENTS AND PHASING. THE PETITIONER SHALL INSTALL PHASED TRANSPORTATION IMPROVEMENTS PER THE APPROVED TRAFFIC IMPACT ANALYSIS SUBJECT TO THE FOLLOWING:

i. PHASING. THE IMPROVEMENTS SET FORTH IN THE TIS SHALL BE COMPLETE PRIOR TO THE ISSUANCE OF THE EIGHTY-FOURTH (84) CERTIFICATE OF OCCUPANCY ASSOCIATED WITH THE RESIDENTIAL UNITS.

ii. SUBSTANTIAL COMPLETION. REFERENCE TO "SUBSTANTIAL COMPLETION" FOR CERTAIN IMPROVEMENTS AS SET FORTH IN THE PROVISIONS OF THE APPROVED TIS SHALL MEAN COMPLETION OF THE ROADWAY IMPROVEMENTS IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE APPROVED TIS PROVIDED, HOWEVER, IN THE EVENT CERTAIN NON-ESSENTIAL ROADWAY IMPROVEMENTS (AS REASONABLY DETERMINED BY THE CITY OF CONCORD) ARE NOT COMPLETED AT THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE IN CONNECTION WITH RELATED DEVELOPMENT PHASING DESCRIBED ABOVE, THEN THE CITY OF CONCORD WILL INSTRUCT APPLICABLE AUTHORITIES AND/OR DEPARTMENTS TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS, AND IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

iii. RIGHT-OF-WAY AVAILABILITY. IT IS UNDERSTOOD THAT SOME OF THE PUBLIC ROADWAY IMPROVEMENTS REFERENCED IN THE APPROVED TIS MAY NOT BE POSSIBLE WITHOUT THE ACQUISITION OF ADDITIONAL RIGHT OF WAY. IF AFTER THE EXERCISE OF DILIGENT GOOD FAITH EFFORTS OVER A MINIMUM OF A 60 DAY PERIOD, THE PETITIONER IS UNABLE TO ACQUIRE ANY LAND

NECESSARY TO PROVIDE FOR ANY SUCH ADDITIONAL RIGHT OF WAY UPON COMMERCIALLY REASONABLE TERMS AND AT MARKET PRICES, THEN THE CITY OF CONCORD, NCDOT OR OTHER APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY MAY AGREE TO PROCEED WITH ACQUISITION OF ANY SUCH LAND. IN SUCH EVENT, THE PETITIONER SHALL REIMBURSE THE APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY FOR THE COST OF ANY SUCH ACQUISITION INCLUDING COMPENSATION PAID BY THE APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY FOR ANY SUCH LAND AND THE EXPENSES OF SUCH PROCEEDINGS. FURTHERMORE, IN THE EVENT PUBLIC ROADWAY IMPROVEMENTS REFERENCED IN THE APPROVED TIS ARE DELAYED BECAUSE OF DELAYS IN THE ACQUISITION OF ADDITIONAL RIGHT-OF-WAY AS CONTEMPLATED HEREIN AND SUCH DELAY EXTENDS BEYOND THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDINGS) ON THE SITE IN CONNECTION WITH RELATED DEVELOPMENT PHASING DESCRIBED ABOVE, THEN THE CITY OF CONCORD WILL INSTRUCT APPLICABLE AUTHORITIES AND/OR DEPARTMENTS TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS; PROVIDED, HOWEVER, PETITIONER CONTINUES TO EXERCISE GOOD FAITH EFFORTS TO COMPLETE THE APPLICABLE ROAD-WAY IMPROVEMENTS; IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

iv. ALTERNATIVE IMPROVEMENTS. CHANGES TO THE ABOVE REFERENCED ROADWAY IMPROVEMENTS CAN BE APPROVED THROUGH THE PERMITTING PROCESS UPON THE DETERMINATION AND MUTUAL AGREEMENT OF PETITIONER AND THE CITY OF CONCORD PROVIDED, HOWEVER, THE PROPOSED ALTERNATE TRANSPORTATION IMPROVEMENTS PROVIDE (IN THE AGGREGATE) COMPARABLE TRANSPORTATION NETWORK BENEFITS TO THE IMPROVEMENTS IDENTIFIED IN THIS PETITION IN THE OVERALL AREA OF THE REZONING.

IN ADDITION TO THE FOREGOING, IN THE EVENT THE RIGHT OF WAY IS NOT AVAILABLE FOR ANY REASON AFTER THE GOOD FAITH EFFORTS OF THE PETITIONER, THE PETITIONER WILL WORK WITH THE CITY OF CONCORD AND/OR NCDOT AS APPLICABLE TO EITHER (I) IDENTIFY ALTERNATIVE IMPROVEMENTS TO IMPLEMENT TRAFFIC MITIGATION IN LIEU OF THE IMPROVEMENTS IMPACTED BY THE LACK OF RIGHT OF WAY AS DESCRIBED IN SUBSECTION F. BELOW, OR (II) CONTRIBUTE TO THE CITY OF CONCORD AND/OR NCDOT AS APPLICABLE, AN AMOUNT EQUAL TO THE ESTIMATED COST OF THE ROAD IMPROVEMENTS NOT COMPLETED DUE TO THE LACK OF AVAILABLE RIGHT OF WAY, SUCH FUNDS TO BE USED TO COMPLETE SUCH ALTERNATIVE ROADWAY IMPROVEMENTS IN THE GENERAL AREA OF THE SITE IN A MANNER REASONABLE AGREEABLE TO THE PETITIONER, THE CITY OF CONCORD AND/OR NCDOT AS APPLICABLE.

c. STREET NETWORK. THE OVERALL STREET NETWORK IS CONCEPTUAL IN NATURE AND MAY BE ADJUSTED DURING THE PERMITTING PROCESS SO LONG AS THE PROVISIONS OF THE ORDINANCE RELATED TO CONNECTIVITY, BLOCK LENGTHS AND LINKS ARE ADHERED TO.

4. DESIGN INTENT STATEMENT:

a. THE PETITIONER PROPOSES TO DEVELOP A WALKABLE RESIDENTIAL COMMUNITY WHERE THE RESIDENTS OF THE COMMUNITY WILL HAVE CONVENIENT AND EASY ACCESS TO A SERIES OF PASSIVE AND ACTIVE OPEN SPACES THAT ARE INTERCONNECTED BY A NETWORK OF STREETS, SIDEWALKS, AND TRAILS.

b. PLANNED/UNIFIED DEVELOPMENT. THE REZONING SITE AND EACH DEVELOPMENT AREA AND PARCEL CREATED THEREIN SHALL BE VIEWED AS A PLANNED/UNIFIED DEVELOPMENT PLAN AS TO THE DEVELOPMENT/SITE ELEMENTS AS MAY BE GENERALLY DEPICTED ON THE REZONING PLAN AND SHALL BE VIEWED AS A PLANNED/UNIFIED DEVELOPMENT; AS SUCH, EXCEPT WHERE DESIGN GUIDELINES OR STANDARDS ARE SET FORTH IN THE REZONING PLAN, SIDE AND REAR YARDS, BUFFERS, BUILDING HEIGHT SEPARATION STANDARDS, FAR REQUIREMENTS, AND OTHER SIMILAR ZONING STANDARDS WILL NOT BE REQUIRED INTERNALLY BETWEEN IMPROVEMENTS AND OTHER DEVELOPMENT/SITE ELEMENTS LOCATED WITHIN THE REZONING SITE. FURTHERMORE, THE PETITIONER AND/OR OWNER OF THE APPLICABLE PORTION OF THE REZONING SITE RESERVE THE RIGHT TO SUBDIVIDE PORTIONS OR ALL OF THE REZONING SITE AND CREATE LOTS WITHIN THE INTERIOR OF THE PORTION OF THE REZONING SITE WITHOUT REGARD TO ANY SUCH INTERNAL SEPARATION STANDARDS AND FAR REQUIREMENTS; PROVIDED, HOWEVER, ALL SUCH SEPARATION STANDARDS APPLIED TO THE REZONING SITE ALONG THE EXTERIOR BOUNDARY OF THE REZONING SITE (EXCEPT WHERE ADJACENT TO THE EXCLUDED PARCELS) SHALL BE ADHERED TO. IN ADDITION, ANY FAR REQUIREMENTS, IF APPLICABLE, WILL BE REGULATED BY ANY DEVELOPMENT LIMITATIONS SET FORTH IN THIS REZONING PLAN FOR THE REZONING SITE TAKEN AS A WHOLE AND NOT INDIVIDUAL PORTIONS OR LOTS LOCATED THEREIN.

5. LOT AND ARCHITECTURAL DESIGN STANDARDS:

a. SINGLE FAMILY DETACHED UNITS SHALL ADHERE TO THE FOLLOWING STANDARDS:

i. THE MINIMUM LOT SIZE SHALL BE 4,000 SQUARE FEET WITH A MINIMUM LOT WIDTH OF FORTY (40) FEET.

b. SINGLE FAMILY ATTACHED RESIDENTIAL UNITS SHALL ADHERE TO THE FOLLOWING STANDARDS:

i. TO PROVIDE PRIVACY, ALL RESIDENTIAL ENTRANCES WITHIN 15 FEET OF THE SIDEWALK MUST BE RAISED FROM THE AVERAGE SIDEWALK GRADE A MINIMUM OF 12 INCHES.

ii. PORCHES AND/OR STOOPS SHALL FORM A PREDOMINANT FEATURE OF THE BUILDING DESIGN AND BE LOCATED ON THE FRONT AND/OR SIDE OF THE BUILDING. WHEN PROVIDED, FRONT PORCHES SHOULD BE COVERED AND BE AT LEAST FOUR (4) FEET DEEP. STOOPS AND ENTRY-LEVEL PORCHES MAY BE COVERED BUT SHOULD NOT BE ENCLOSED.

iii. ALL CORNER/LAND UNITS THAT FACE A PUBLIC OR PRIVATE STREET SHOULD HAVE A PORCH OR STOOP THAT WRAPS A PORTION OF THE FRONT AND SIDE OF THE UNIT OR PROVIDE BLANK WALL PROVISIONS THAT LIMIT THE MAXIMUM BLANK WALL EXPANSE TO 10 FEET ON ALL BUILDING LEVELS.

iv. GARAGE DOORS VISIBLE FROM PUBLIC STREETS SHOULD MINIMIZE THE VISUAL IMPACT BY PROVIDING A SETBACK OF 12 TO 24 INCHES FROM THE FRONT WALL PLANE OR BY ADDING ADDITIONAL ARCHITECTURAL TREATMENTS SUCH AS TRANSLUCENT WINDOWS OR PROJECTING ELEMENTS OVER THE GARAGE DOOR OPENING.

v. REAR LOADED TOWNHOMES SHALL HAVE LEAD WALKS THAT CONNECT TO THE SIDEWALK ALONG PUBLIC AND/OR PRIVATE

STREETS. FRONT LOADED TOWNHOMES SHALL HAVE LEAD WALKS THAT CONNECT TO PUBLIC AND/OR PRIVATE STREETS, OR PROVIDE A LEAD WALK THAT CONNECTS TO THE DRIVEWAY.

vi. TOWNHOUSE BUILDINGS FRONTING PUBLIC OR PRIVATE NETWORK REQUIRED STREETS SHOULD BE LIMITED TO 7 INDIVIDUAL UNITS OR FEWER. THE NUMBER OF INDIVIDUAL UNITS PER BUILDING SHOULD BE VARIED IN ADJACENT BUILDINGS IF MULTIPLE SEVEN UNIT BUILDINGS ARE ADJACENT.

c. THE FOLLOWING MINIMUM STANDARDS ARE REQUIRED FOR THE SUCCESSFUL DEVELOPMENT OF THIS PROPERTY. OTHER MODIFICATIONS MAY BE REQUESTED DURING THE FINAL DESIGN OF THE PROJECT AS PROVIDED IN THE (PUD) ORDINANCE:

i. TRANSITION FROM VERTICAL CURB AT INLETS TO VALLEY CURB MAY BE MADE WITHIN THREE (3) FEET ON EACH SIDE OF THE CURB INLETS.

ii. THE MINIMUM HORIZONTAL CENTERLINE SEPARATION BETWEEN DOMESTIC WATER LINES AND SANITARY SEWER LATERALS SHALL BE FIVE (5) FEET.

iii. THE MINIMUM DRIVEWAY SEPARATION FOR FRONT LOAD TOWNHOMES SHALL BE EIGHT (8) FEET.

iv. THE MINIMUM SIDE YARD FOR EXTERIOR TOWNHOME UNITS SHALL BE SIX (6) FEET WITH A MINIMUM TWELVE (12) FOOT BUILDING SEPARATION.

v. THE MINIMUM DRIVEWAY SEPARATION FOR REAR LOAD TOWNHOMES SHALL BE FOUR (4) FEET.

vi. DRIVEWAYS SHALL BE SEPARATED FROM THE INTERIOR PROPERTY LINES BY A MINIMUM OF ONE (1) FOOT FOR BOTH FRONT AND REAR LOADED TOWNHOMES.

vii. THE MINIMUM FRONT SETBACK AND DRIVEWAY LENGTH SHALL BE TWENTY (20) FEET FOR FRONT LOADED TOWNHOMES AND DETACHED SINGLE FAMILY LOTS.

viii. THE MINIMUM FRONT SETBACK SHALL BE FIVE (5) FEET AND THE MINIMUM DRIVEWAY LENGTH SHALL BE TWENTY (20) FEET FOR REAR LOADED TOWNHOMES.

d. NON-RESIDENTIAL BUILDINGS SHALL ADHERE TO THE FOLLOWING STANDARDS:

i. THE BUILDING MATERIALS USED ON THE PRINCIPAL BUILDINGS CONSTRUCTED ON SITE WILL BE A COMBINATION OF PORTIONS OF THE FOLLOWING: BRICK, STONE, PRECAST STONE, PRECAST CONCRETE, SYNTHETIC STONE, CEMENTIOUS FIBER BOARD, CEMENTIOUS FIBER SHAKE, EIFS, STUCCO, DECORATIVE BLOCK AND/OR WOOD. VINYL OR ALUMINUM SHALL NOT BE USED AS A PRIMARY SIDING MATERIAL HOWEVER IT MAY BE USED ON WINDOWS, SOFFITS, FASCIA AND/OR SIMILAR ROOF OVERHANG ELEMENTS, HANDRAILS/RAILINGS, AND/OR OTHER MISCELLANEOUS TRIM ELEMENTS. THE PROPOSED ROOFING MATERIALS WILL BE ARCHITECTURAL SHINGLES, SLATE, TILE AND/OR METAL.

ii. ROOFTOP MECHANICAL SCREENING UNITS, PACKAGE UNITS, WILL BE LOCATION IN THE CENTER OF THE ROOF IN LARGE FOOTPRINTS, WHICH WILL MITIGATE OR ELIMINATE EXPOSURE FROM THE GROUND.

iii. MECHANICAL UNITS WILL LIKELY BE NO MORE THAN 5'-7" ABOVE THE ROOF DECK (PENDING FINAL MANUFACTURER SELECTION).

iv. THE BUILDING WILL BE SET AT AN ELEVATION ABOVE ROAD FRONTAGES, WHICH WILL FURTHER OBSTRUCT THE VIEW OF ROOFTOP MECHANICAL UNITS.

v. THERE WILL BE AN APPROXIMATELY 2'-4" TALL PARAPET WALL WHICH RISES ABOVE THE ROOF DECK, FURTHER BLOCKING ANY POTENTIAL EXPOSURE TO ROOFTOP MECHANICAL UNITS.

6. STREETScape, LANDSCAPING, AND OPEN SPACE:

a. A TWENTY-FIVE (25) FOOT PERIMETER BUFFER SHALL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN.

b. SETBACKS AND YARDS AS REQUIRED BY ORDINANCE WILL BE PROVIDED.

c. THE PETITIONER SHALL PROVIDE AN EIGHT (8) FOOT PLANTING STRIP AND SIX (6) FOOT SIDEWALK ALONG THE SITE'S FRONTAGE ON COX MILL ROAD.

d. COMMUNITY GATHERING SPACE SHALL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN AND IS INTENDED TO PROVIDE POCKETS OF OPEN SPACE THROUGHOUT THE DEVELOPMENT. COMMUNITY GATHERING SPACES MAY INCLUDE BENCHES, PLAY STRUCTURES, TRAILS, SIGNATURE LANDSCAPING, COURTYARDS, LAWNS AND/OR OTHER FEATURES THAT PROVIDE OPPORTUNITIES TO RECREATE OR FOSTER COMMUNITY ENGAGEMENT.

e. STORMWATER AREAS ARE INCLUDED IN OPEN SPACE AND MEET REQUIREMENTS SET FORTH IN ARTICLE 10.5.4.

7. ENVIRONMENTAL FEATURES:

a. THE SITE SHALL COMPLY WITH STORMWATER AND WATER QUALITY REQUIREMENTS AS SET FORTH IN THE ORDINANCE AND APPLICABLE NCDOT DESIGN MANUAL.

b. THE LOCATION, SIZE, AND TYPE OF STORM WATER MANAGEMENT SYSTEMS DEPICTED ON THE REZONING PLAN ARE SUBJECT TO REVIEW AND APPROVAL AS PART OF THE FULL DEVELOPMENT PLAN SUBMITTAL AND ARE NOT IMPLICITLY APPROVED FROM AND ENGINEERING PERSPECTIVE WITH THIS REZONING. ADJUSTMENTS MAY BE NECESSARY IN ORDER TO ACCOMMODATE ACTUAL STORM WATER TREATMENT REQUIREMENTS AND NATURAL SITE DISCHARGE POINTS.

c. ANY JURISDICTIONAL STREAMS PRESENT ON THE SITE SHALL BE SUBJECT TO REQUIRED STREAM BUFFERS AS SET FORTH IN THE ORDINANCE.

d. THE SITE IS LOCATED OUTSIDE OF ANY FEMA 100-YR FLOODWAY AND FLOODPLAIN.

7. LIGHTING AND ELECTRICAL:

a. ANY MOVEMENT OF EXISTING CITY OF CONCORD ELECTRIC UTILITIES CAN BE AT THE OWNER/DEVELOPER COST.

b. ALL ELECTRICAL INSTALLATIONS MUST COMPLY CITY OF CONCORD TECHNICAL STANDARDS MANUAL.

8. WASTEWATER:

a. PROPOSED SITE IS TO BE SERVED WITH PUBLIC PORTABLE WATER AND GRAVITY SANITARY SEWER. A POTENTIAL ON-SITE PUBLIC PUMP STATION IS AN OPTION. ALL PUBLIC SEWER/WATER AND/OR PUMP STATION SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY'S STANDARDS.

b. IF APPLICABLE, COPIES OF ALL CORRESPONDING SEWER EASEMENT AGREEMENTS AND PLAT MAPS WILL BE SUBMITTED TO THE CITY PLANNING DEPARTMENT FOR REVIEW AND COMMENTS; FINAL VERSIONS OF THESE DOCUMENTS WILL BE RECORDED AT THE REGISTER OF DEEDS AND THEN SENT TO THE WATER RESOURCE DEPARTMENT FOR FILING.

c. IF APPLICABLE, ALL PROPOSED GREASE LINES AND SANITARY SEWER LINES WITHIN THE BUILDING FOOTPRINT AND EXTENDING OUT TO THE GREASE INTERCEPTOR SHALL BE SHOWN WITHIN THE PLUMBING SECTION OF THE ARCHITECTURAL DRAWINGS. IN ADDITION, ALL GREASE INTERCEPTOR DESIGN CALCULATION FOR THE SIZING OF THE INTERCEPTOR SHALL BE SHOWN WITHIN THESE ARCHITECTURAL DRAWINGS, ALONG WITH A CORRESPONDING DETAIL OF THE INTERCEPTOR STRUCTURE ITSELF WITH ACTUAL DIMENSIONS; THIS INCLUDES ANY REFERENCING TO THE LATEST VERSION OF THE PLUMBING CODE.

9. AMENDMENTS TO THE REZONING PLAN:

a. FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE.

10. BINDING EFFECT OF THE REZONING APPLICATION:

a. IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INSURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.



master planning . civil engineering
urban design . landscape architecture

420 hawthorne ln . charlotte, nc 28204
704.332.1204 . www.dprassociates.net
NC Firm License # C-0560

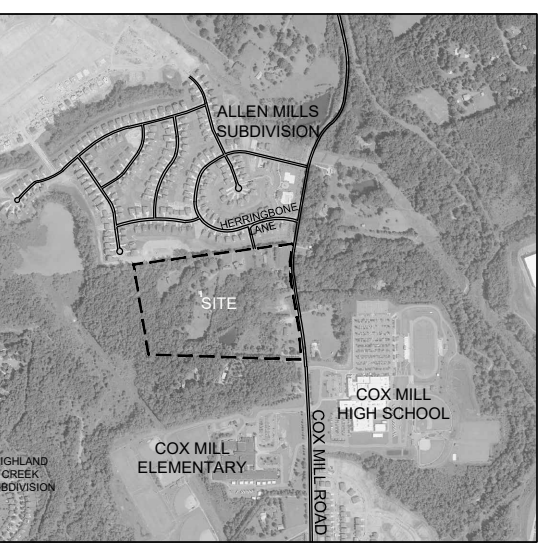
CLIENT / OWNER

AVA GLOBAL, LLC
407 SUTRO FOREST DR NW
CONCORD, NORTH CAROLINA, 28027
704.488.3290

LAND USE ATTORNEY

MOOREAVANALEN
100 NORTH TRYON STREET SUITE 4700
CHARLOTTE, NORTH CAROLINA 28202
704.331.1000

VICINITY MAP



PROJECT

PROJECT NUMBER: 18016
DATE: 02.08.2021
ISSUED FOR: REZONING +ANNEXATION PLAN

REVISIONS

Table with columns: NO., DATE, DESCRIPTION, BY. Contains one revision entry for the REZONING +ANNEXATION PLAN.

PROJ. MANAGER: C.M.
DRAWN BY: T.W.
CHECKED BY: C.M.

SCALE

AS INDICATED

DEVELOPMENT STANDARDS + ELEVATIONS

DEVELOPMENT STANDARDS + ELEVATIONS

RZ-3

SCALE AS INDICATED

DRAWING: DEVELOPMENT STANDARDS + ELEVATIONS

DEVELOPMENT STANDARDS + ELEVATIONS

DEVELOPMENT STANDARDS + ELEVATIONS

RZ-3

ARCHITECTURE PRECEDENT:



OFFICE/COMMERCIAL EXTERIOR MATERIALS

- GLASS
- MODULAR BRICK
- LARGE UNIT MASONRY STEM WALLS AND EXPOSED FOUNDATION
- STONE VENEER
- CEMENTIOUS EXTERIOR



OFFICE/COMMERCIAL EXTERIOR MATERIALS

- GLASS
- MODULAR BRICK
- LARGE UNIT MASONRY STEM WALLS AND EXPOSED FOUNDATION
- STONE VENEER
- CEMENTIOUS EXTERIOR



SINGLE FAMILY EXTERIOR MATERIALS

- BEIGE WINDOW FRAMES, MULLIONS
- STANDARD GREY MODULAR BRICK
- GREY CMU
- 2 COLORS OF CEMENTIOUS EXTERIOR (HARDIE) BOARD, BOARD & BATTEN, AND CLAPBOARD SIDING
- GUNMETAL GREY POWDER COATED ALUMINUM HANDRAILS AT BALCONIES
- ALUMINUM GUTTERS/DOWNSPOUTS
- METAL TRIM/COPPING TO MATCH GUTTERS/DOWNSPOUTS
- CHARCOAL 20 YEAR ASPHALT SHINGLES



TOWNHOME EXTERIOR MATERIALS

- BRICK/STONE
- VINYL SIDING
- CEMENTIOUS EXTERIOR (HARDIE) BOARD SIDING



AMENITY CENTER EXTERIOR MATERIALS

- STONE VENEER
- MODULAR BRICK
- STANDING SEAM ROOF
- SHINGLE ROOF
- BOARD AND BATON
- HARDI PLANK SIDING

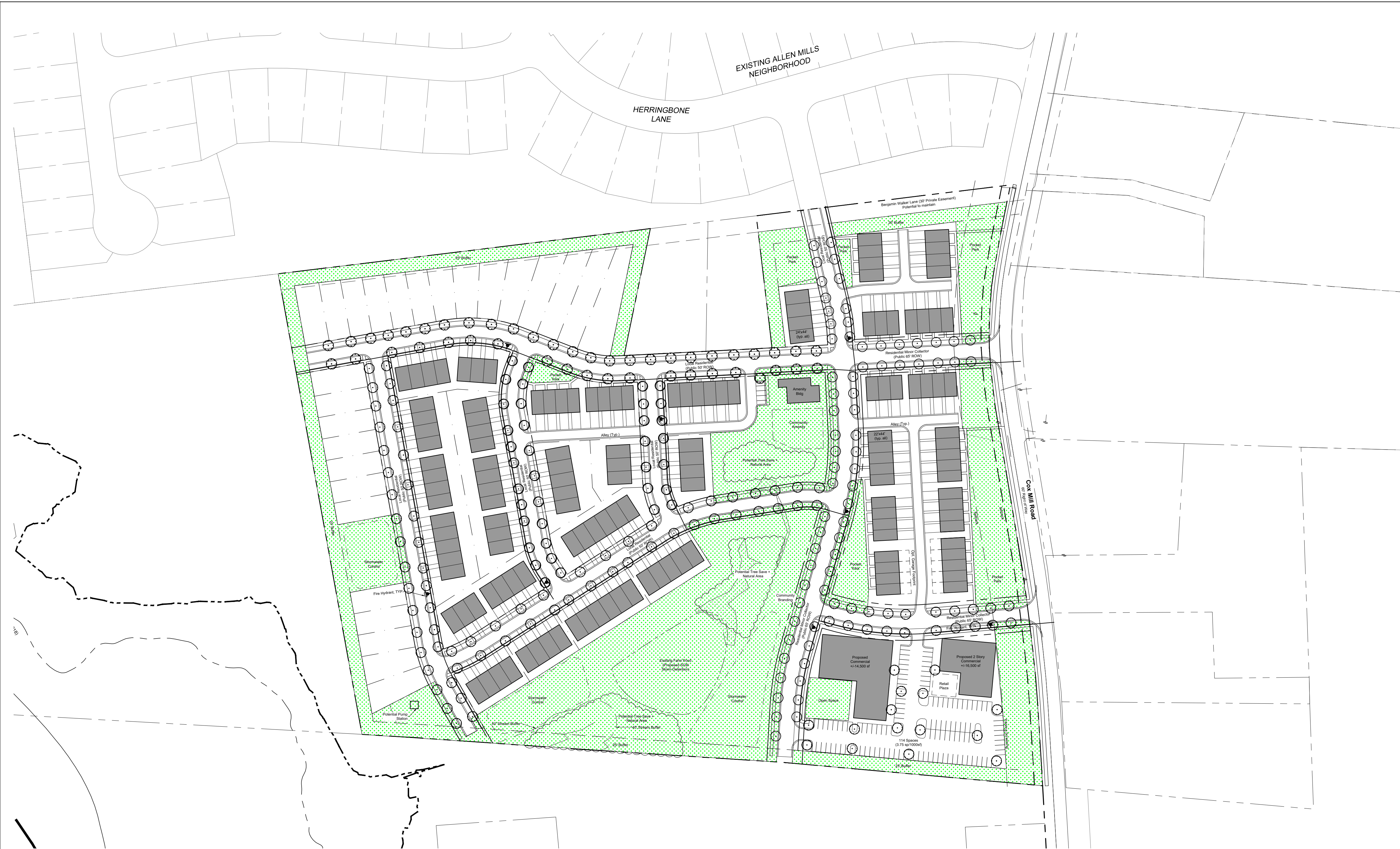
1A OFFICE / COMMERCIAL CONCEPTUAL ELEVATION

1B OFFICE / COMMERCIAL CONCEPTUAL ELEVATION

2 SINGLE FAMILY HOMES CONCEPTUAL ELEVATION

3 TOWNHOMES (SINGLE FAMILY ATTACHED) CONCEPTUAL ELEVATION

4 AMENITY CENTER CONCEPTUAL ELEVATION



**1 CONCEPTUAL OPEN SPACE PLAN**  
PLAN

**OPEN SPACE TABS:**  
 NET SITE AREA: ± 28.03 AC (± 1,221,188 SF)  
 PROPOSED OPEN SPACE: ± 9.13 AC. (397,500 SF)  
 ± 32.6%

**CHARACTER IMAGERY:**

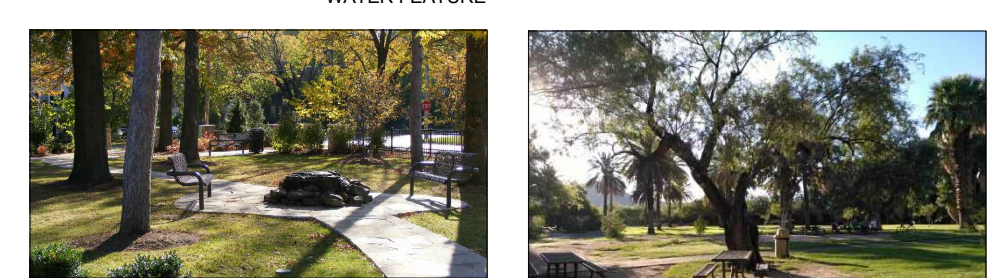
**1 10' MULTI-USE TRAIL**



**2 COMMUNITY AMENITY BUILDING**  
 THE AMENITY CENTER EMPHASIZES ACTIVE RECREATION (YOGA, POOL, CLUB HOUSE, AND FITNESS)



**3 PROJECT ARRIVAL**  
 FEATURES INCLUDE ENTRY SIGNAGE, PASSIVE RECREATION, AND POSSIBLE WATER FEATURE



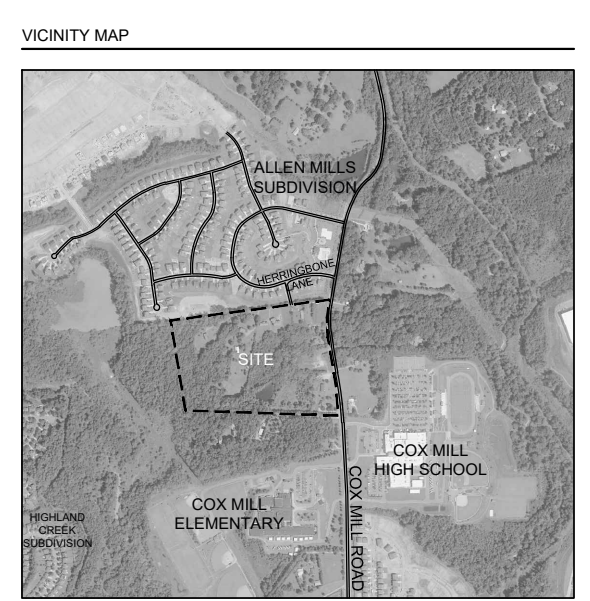
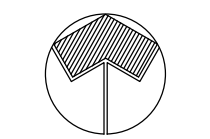
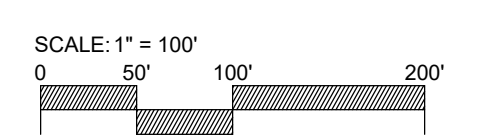
**4 COMMON OPEN SPACE**  
 COMMON OPEN SPACE AREAS WILL FEATURE PASSIVE RECREATION, PLANTINGS / NATURAL AREAS, AND SEATING ELEMENTS



**5 TREE SAVE AREAS**



**6 BMP'S**  
 BMP LOCATIONS WILL CONSIST OF ENHANCEMENT PLANTINGS AND NATURAL AREAS. ALL BMP'S INCLUDED AS OPEN SPACE SHALL MEET THE REQUIREMENTS OF 9.1.1-B



**PARK VIEW AT COX MILL**

COX MILL ROAD  
 CONCORD, NORTH CAROLINA

**PROJECT NUMBER**  
18016

**DATE**  
02.08.2021

**ISSUED FOR**  
**REZONING + ANNEXATION PLAN**

NO.	DATE	DESCRIPTION	BY

**PROJ. MANAGER:** C.M.  
**DRAWN BY:** T.W.  
**CHECKED BY:** C.M.

**SCALE**  
 AS INDICATED

**OPEN SPACE PLAN**

**RZ-4**



**Cabarrus County Schools**  
 Development Impact Report  
**Park View at Cox Mill** (Single Family Attached/Detached)  
 City of Concord (Annexation Proposal)

Thank you for the opportunity for Cabarrus County Schools to provide an impact report for the proposed annexation and development of Park View at Cox Mill for the City of Concord.

Below is an assessment of the current enrollment, utilization, and expected student yields from active, approved, and proposed developments. Cabarrus County Schools continues to feel pressure from growth and development in the northwest area of the County. In addition, existing home resales in the area continue to add students and over utilization to the schools serving this area.

PIN(s): 46803413150000, 46803431870000, 46803486600000, 46804405850000, 46804403860000, 46803387080000, 46804319230000, 46803482300000

Proposed Development Type: 168 Single Family Attached or Detached

Address: 1150, 1200, 1240, 1070, 1050 Cox Mill Rd and 9251, 9371, 9411 Benjamin Walker Ln

**Estimated Student Yields for Active, Approved and Proposed Development**

Schools	Current Enrollment 2020/21	Design Capacity	Current Utilization 2020/21	Estimated Students: Active Dev	Estimated Students: Approved Dev	Estimated Students: Proposed Dev	Additional Students: Park View at Cox Mill
Cox Mill ES	968	920	105%	96	28	13	30
Harris Rd MS	1466	1268	116%	168	251	82	15
Cox Mill HS	1784	1500	119%	165	221	90	20

*Data Disclaimer & Information:*

*Active developments are currently land disturbing, permitting, or platting and are expected to yield students in 1-3 years. Approved developments are in the review process with expected student yields to start within 2-5 years. Proposed developments have not started construction activity but for estimation purposes they are estimated to begin impacting schools in the next 3-5 years.*

*The current development impact statement is forecasted to yield students within and over the 2-5 year period.*

*The utilization is the current utilization at school facilities in the area.*

*\*This area is expected to be impacted by a realignment for Middle Schools for the 2022-23 school year. The realignment will impact the overall utilization of Harris Road MS as students are moved to other schools in order to balance utilization across the County. The decision for realignment will be made in April 2021.*

**Source Data:** 2020/21 Month 2 Enrollment Summary Report; 2016 Davis Demographics Student Yields; School Design Capacity

ANX-01-21

"Park View at  
Cox Mill"

Subject Property  
Map

Location:

9411,  
9371, 9251 Benjamin  
Walker Ln 1050, 1070,  
1240, 1200, 1150  
Cox Mill Rd  
+/- 28.226 acres

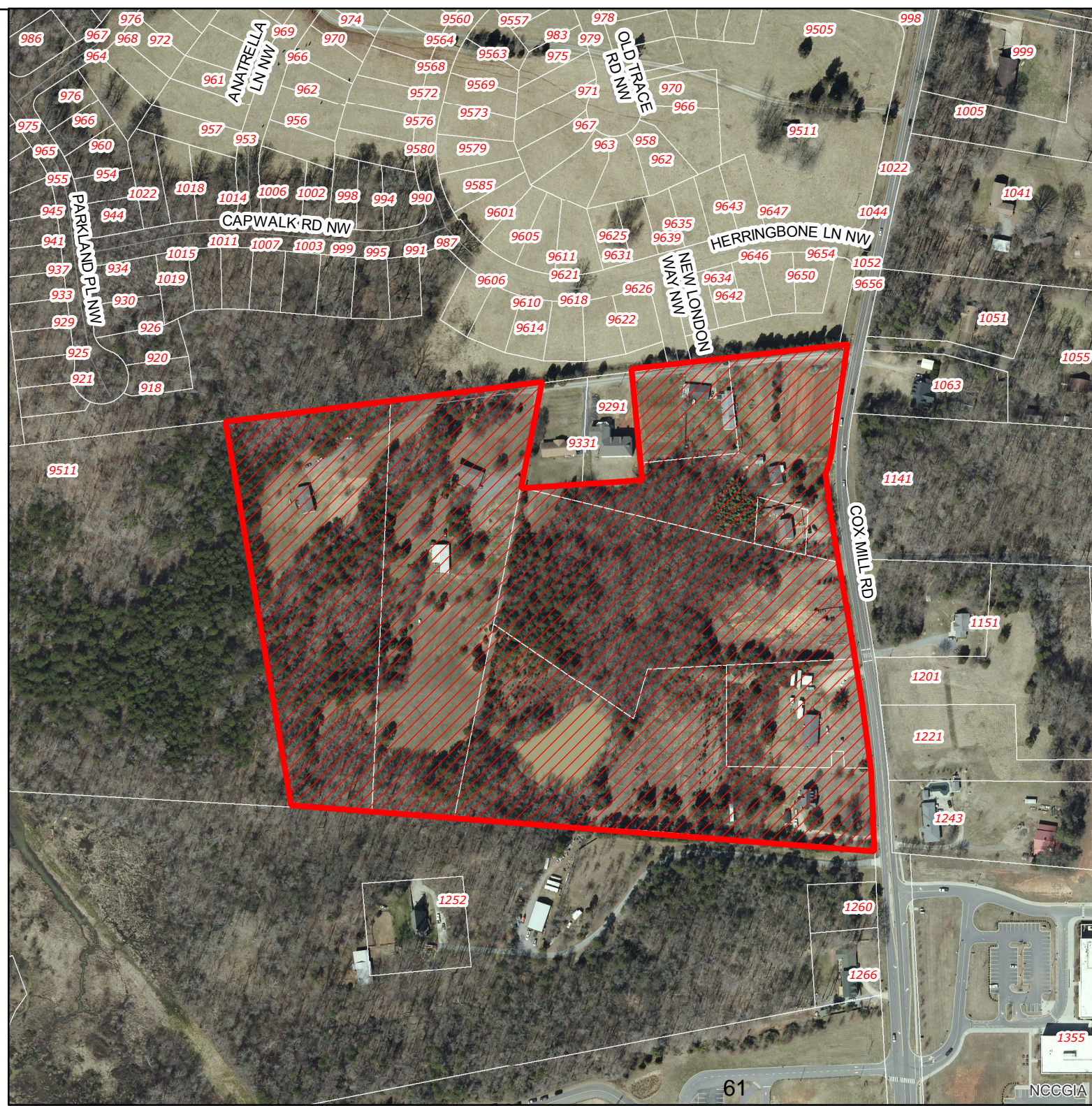
Multiple PINs



Source: City of Concord  
Planning Department

**Disclaimer**

These maps and products are designed for general reference only and data contained herein is subject to change. The City Of Concord, it's employees or agents make no warranty of merchantability or fitness for any purpose, expressed or implied, and assume no legal responsibility for the information contained therein. Data used is from multiple sources with various scales and accuracy. Additional research such as field surveys may be necessary to determine actual conditions.



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CONCORD, NORTH CAROLINA TO INCLUDE +/- 28.226 ACRES AT 9411,  
9371, 9251 BENJAMIN WALKER LN AND 1050, 1070, 1240, 1200, 1150 COX  
MILL RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Anil Kumar Anumkonda, AVA GLOBAL LLC, on April 6<sup>th</sup> and 8<sup>th</sup>, 2021 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petitions; and

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at via a virtual multimedia platform on April 6<sup>th</sup> and at 35 Cabarrus Avenue, West on April 8<sup>th</sup>, 2021 after due notice by The Independent Tribune on March 26<sup>th</sup>, 2021; and

WHEREAS, the City Council finds that the petitions meet requirements of G.S. 160A-58.1;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, North Carolina, that:

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 8<sup>th</sup> day of April 2021:

PARCEL#s: 46803486600000, 46803431870000, 46803413150000,  
46804405850000, 46804403860000, 46803482300000, 46804319230000, and  
46803387080000

BEGINNING at a computed point in the centerline of Cox Mill Road, thence from the point of beginning, N 86-33-33 W 926.11 feet to a square bar found, passing a 1 inch iron pipe on line at 30.36 feet, thence, N 86-34-57 W 179.28 feet to a #4 rebar found, thence, N 86-33-30 W 179.27 feet to a 1 inch iron pipe found, thence, N 10-14-18 W 873.68 feet to a pinch top iron pipe found, thence, N 83-00-25 E 361.48 feet to a #4 rebar found, thence, N 83-02-06 E 336.54 feet to a ¼ inch iron pipe found, thence, S 10-35-05 W 237.70 feet to a 1 inch iron pipe found, thence, N 86-54-02 E 267.49 to a #4 rebar set, thence, N 06-45-13 W 44.81 feet to a #4 rebar set, thence, N 06-53-57 W 200.00 to a #4 rebar set, passing a #5 rebar found, thence, N 83-05-07 E 494.41 feet to a computed point in the centerline of Cox Mill Road, thence with the center line of Cox Mill Road, S 08-46-43 W 283.25 feet to a computed point, thence, S 06-45-47 E 179.16 feet to a computed point, thence, S 09-59-09 E 13.44 feet to a computed point, thence, S 09-59-09 E 212.52 feet to a computed point, thence, S 08-22-00 E 150.99 feet to a computed point, thence, S 05-31-22 93.91 feet to a computed point, thence, S 03-42-22 E 182.13 feet to the point and place of beginning, containing 1,229,510 square feet, 28.226 acres as shown on Physical Survey by Metrolina Land Surveying dated 06/29/2020.

SECTION 2. Upon and after the 8<sup>th</sup> day of April, 2021 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of Concord shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

SECTION 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the City of Concord.

Adopted this 8<sup>th</sup> day of April 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

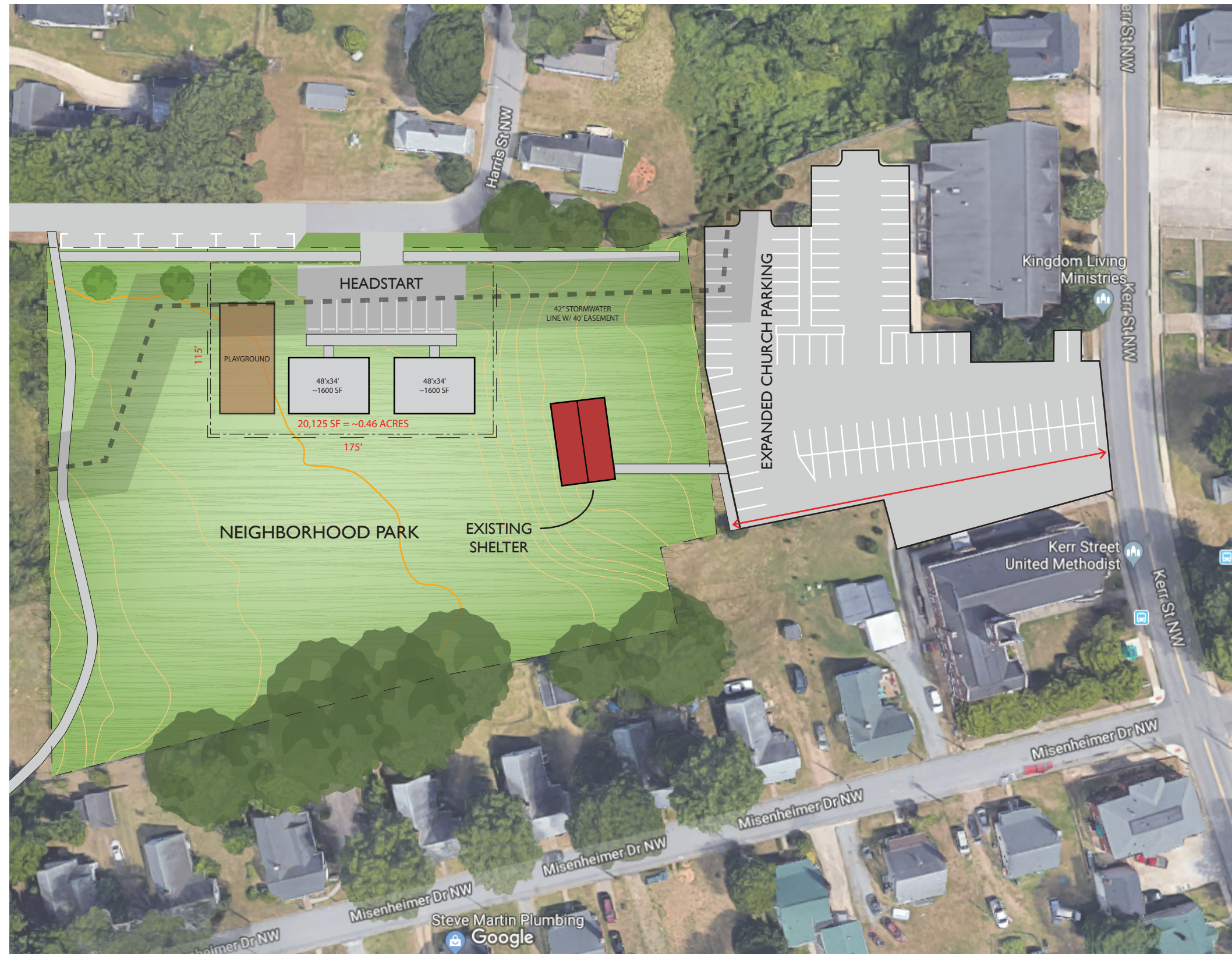
\_\_\_\_\_  
William C. Dusch, Mayor

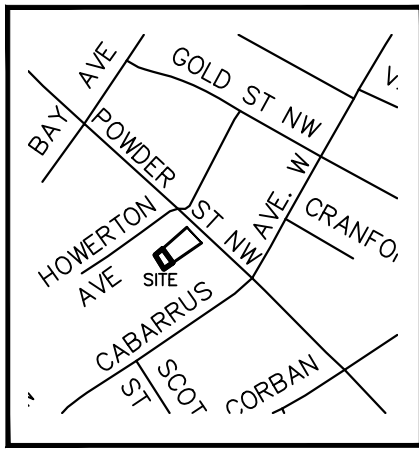
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City  
Attorney





VICINITY MAP  
NO SCALE

CERTIFICATE OF SURVEY AND ACCURACY  
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON; THAT THE RATIO OF CLOSURE IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN THE DEEDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30, AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 9th DAY OF OCTOBER, A.D., 2020.

*David Medlin*

DAVID M. MEDLIN  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-4286



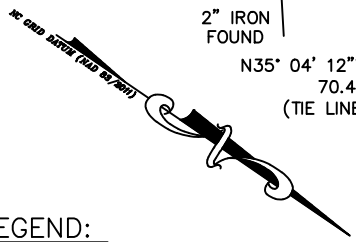
NCGS MONUMENT  
"PENNEY"  
(NC GRID NAD83/2011)  
N: 599,937.68'  
E: 1,530,036.73'  
(JOB CSF: 0.999852484)

NOW OR FORMERLY  
CAROL HUCKS FANNON  
DB 14028 PG 97  
(TRACT III)  
PIN: 5620-65-0418  
REAL ID: 12-028-0026.00

NOW OR FORMERLY  
TERRY LEE HEILIG, Jr.  
LOT 20  
MB 19 PG 58  
DB 11283 PG 73  
PIN: 5620-55-9671  
REAL ID: 12-028-0033.20

NOW OR FORMERLY  
NC DEPARTMENT OF  
TRANSPORTATION  
LOT 22  
MB 19 PG 58  
DB 9351 PG 229  
PIN: 5620-65-0571  
REAL ID: 12-028-0029.00

**GROUND COORDS:**  
N: 605,573.07'  
E: 1,526,025.67'



**LEGEND:**

- POB : POINT OF BEGINNING
- SURVEYED LINE
- LINES NOT SURVEYED
- SUBJECT LINE
- RIGHT OF WAY
- EXISTING NCDOT R/W DISC
- EXISTING IRON ROD
- NEW IRON SET
- PROPERTY HOOK **Z**

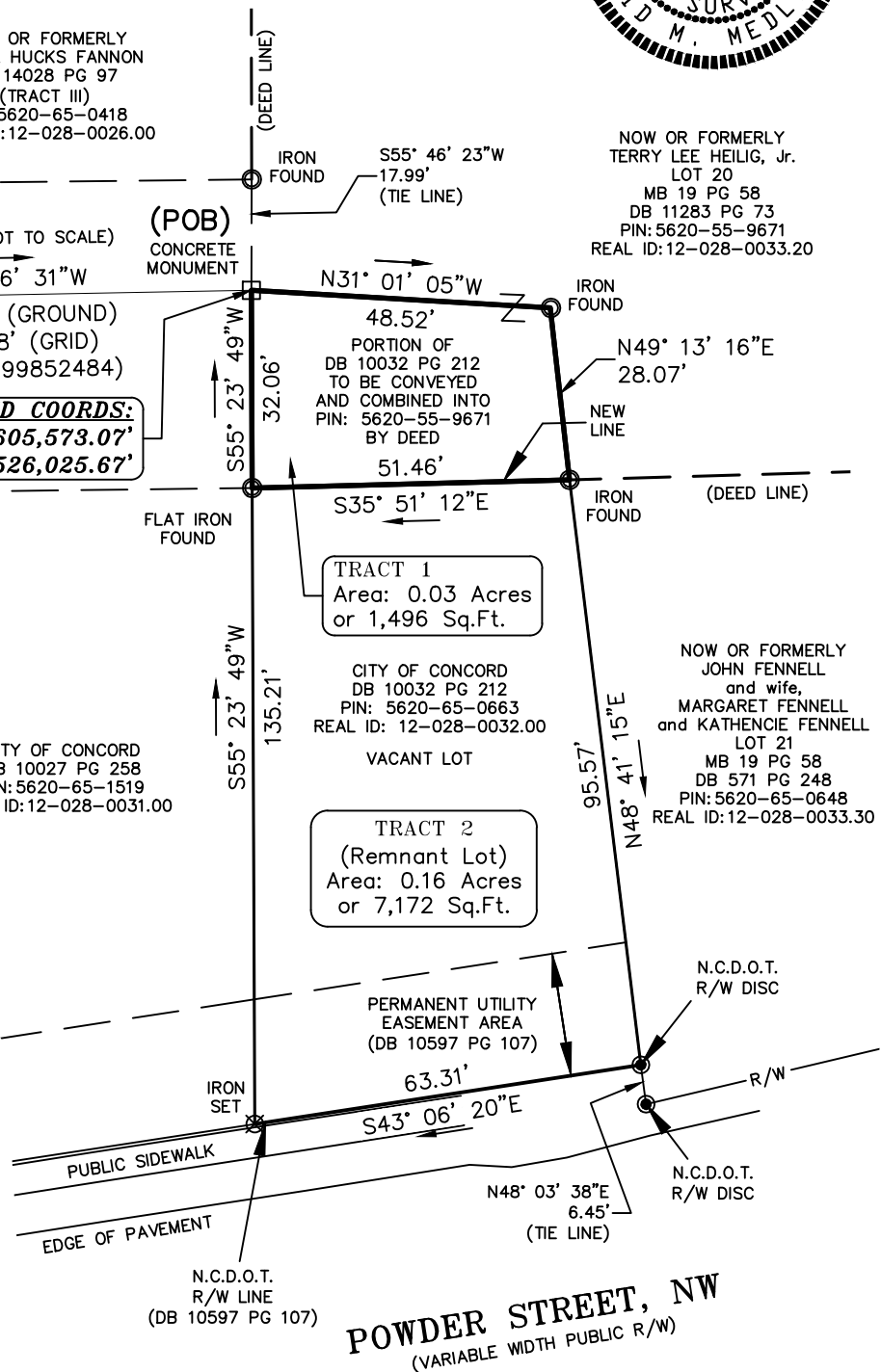
**NOTES:**

1. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
2. ALL DISTANCES SHOWN ARE HORIZONTAL U.S. SURVEY FOOT GROUND DIMENSIONS, UNLESS OTHERWISE NOTED.
3. AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
4. THE PROPERTY AS SHOWN ON THIS PLAT IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD PRIOR TO THE DATE OF THIS SURVEY.
5. THIS MAP IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
6. THIS MAP IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.
7. PROPERTY CURRENTLY ZONED: RC

CITY OF CONCORD  
DB 10027 PG 258  
PIN: 5620-65-1519  
REAL ID: 12-028-0031.00

CITY OF CONCORD  
DB 10032 PG 212  
PIN: 5620-65-0663  
REAL ID: 12-028-0032.00

NOW OR FORMERLY  
JOHN FENNELL  
and wife,  
MARGARET FENNELL  
and KATHENCIE FENNELL  
LOT 21  
MB 19 PG 58  
DB 571 PG 248  
PIN: 5620-65-0648  
REAL ID: 12-028-0033.30



**POWDER STREET, NW**  
(VARIABLE WIDTH PUBLIC R/W)

SHEET 1 OF 1

PLAT PREPARED BY:

THE CITY OF CONCORD  
ENGINEERING DEPARTMENT  
635 ALFRED BROWN JR. COURT, SW  
CONCORD, N.C. 28026-0308  
(704) 920-5420 FAX (704) 786-4521  
WWW.CONCORDNC.GOV/ENGINEERING

DRAWN BY: DMM	CHECKED BY: JS	REVISED:
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CONVEYANCE PLAT

A PORTION OF THE PROPERTY OWNED BY

THE CITY OF CONCORD

DEED BOOK 10032, PAGE 212; PIN: 5620-65-0663  
REAL ID: 12-028-0032.00  
CITY OF CONCORD, CABARRUS COUNTY, N.C.  
SCALE: 1"= 30' DATE: MAY 22, 2020



RESOLUTION AUTHORIZING CONSIDERATION of NEGOTIATED OFFER,  
ADVERTISEMENT, AND UPSET BID

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell real property by upset bid after the receipt of an Offer to Purchase Property; and

WHEREAS, the City of Concord ("City") acquired the real property parcel located at 13 Powder Street NW (PIN 5620-65-0663, Tax ID No. 12-028-0032.00) ("City Parcel") by Deed recorded in Deed Book 10032, at Page 212; and

WHEREAS Terry Lee Heilig, Jr. owns the neighboring parcel identified as 315 Howerton Avenue, PIN 5620-55-9671, Tax ID No. 12-028-0033.20; and

WHEREAS, the subject area is currently being maintained by Terry Lee Heilig, Jr.; and

WHEREAS, Terry Lee Heilig, Jr. desires to purchase a small portion of the Parent Parcel owned by the City for the purpose of having fee simple ownership and is further described as follows:

Lying and being in Cabarrus County, City of Concord, Township Number, Twelve (12) and BEING a 0.03 Acres or 1,496 Square Foot portion of the real property identified as PIN 5620-65-0663, Tax ID No. 12-028-0032.00 as shown on map titled as "Conveyance Plat, Property of the City of Concord" dated May 22, 2020 by the City of Concord Engineering Department and is attached as Exhibit A; and

WHEREAS, on March 15, 2021, the City received an Offer to Purchase the Property from Terry Lee Heilig, Jr. for two thousand five hundred dollars and no cents (\$2,500.00); and

WHEREAS, the Buyer have deposited a 10% deposit of \$250.00 with the City Clerk; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, THAT:

1. The City Council intends to accept the offer described above through the upset bid procedure outlined in North Carolina General Statute § 160A-269.
2. The Offeror shall submit two hundred fifty dollars and zero cents (\$250.00) as a deposit to be held by the City Clerk; and
3. The City Clerk shall cause to be published a notice of the proposed sale of the Property, Lying and being in Cabarrus County, City of Concord, Township Number, Twelve (12) and BEING a 0.03 Acres or 1,496 Square Foot portion of the real property identified as PIN 5620-65-0663, Tax ID No. 12-028-0032.00 as shown on map titled as "Conveyance Plat, Property of the City of Concord" dated May 22, 2020 by the City of Concord Engineering Department and is attached as Exhibit A," and the notice shall describe the property, the amount of the offer, the terms under which the sale is to be made, and the terms under which the offer may be upset.
4. Any persons wishing to upset the offer shall submit a sealed bid along with their offer and deposit to the office of the City Clerk within 10 days after the notice of the proposed sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
6. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
7. All bids, including the qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the total bid; the deposit may be made in cash, cashier's check, or certified check to the City Clerk. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received.

8. The final sale shall include the following terms:
  - a. The City will convey 0.03 Acres or 1,496 Square Foot portion of the real property identified as PIN 5620-65-0663, Tax ID No. 12-028-0032.00 to the Highest Bidder, as stated in the Agreement for Purchase and Sale of Real Property.
  - b. The City will convey the property subject to any and all existing public utility easements, restrictions, rights-of-way, protective covenants, zoning laws, conditions, and any ordinance of record.
  - c. The closing shall take place on or before April 30, 2021.
9. The City reserves the right to withdraw the property from sale at any time, before the final high bid is accepted and reserves the right to reject, at any time, all bids.
10. The City Attorney is directed to take all necessary steps to complete the sale in the event no upset bids are received. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 0.03 Acres or 1,496 Square Foot portion of the real property identified as PIN 5620-65-0663, Tax ID No. 12-028-0032.00 in accordance with this resolution.

Adopted this \_\_\_\_\_ day of April, 2021

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

---

William "Bill" Dusch, Mayor

ATTEST:

---

Kim J. Deason, City Clerk



## OFFER TO PURCHASE AND CONTRACT

Terry Lee Heilig, Jr. as Buyer,  
hereby offers to purchase and City of Concord, a North Carolina Municipal Corporation as Seller,  
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land  
described below, together with all improvements located thereon and such personal property as is  
listed below (the real and personal property are collectively referred to as "the Property") in  
accordance with the Standard Provisions on an ATTACHMENT HERETO and upon the  
following terms and conditions:

1. REAL PROPERTY: Located in the City of Concord, County of  
Cabarrus, State of North Carolina, being known as and more particularly described as:  
Street Address N/A  
Legal Description see attached description and survey map

2. PERSONAL PROPERTY: N/A

3. PURCHASE PRICE: The purchase price is \$ 2,500.00 and shall be paid as follows:

(a) \$ 250.00 in earnest money paid by money order (cash, bank, certified or  
personal check) with the delivery of this contract, to be held in escrow  
by Medlin & Medlin, P.A., as agent, disbursed in accordance with  
the Standard Provision on the REVERSE SIDE HEREOF.

(b) \$ -0- by assumption of the unpaid principal balance and all obligations of  
Seller on the existing loan secured by a deed of trust on the Property.

(c) \$ -0- by a promissory note secured by a purchase money deed of trust on the  
Property with interest prior to default at the rate of \_\_\_\_\_% per  
annum payable as follows: \_\_\_\_\_

Prepayment restrictions and/or penalties, if any, shall be: \_\_\_\_\_

Assumption or transfer rights, if any, shall be \_\_\_\_\_

(d) \$ 2,250 the balance of the purchase price in cash at closing.

4. CONDITIONS: (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to  
this contract.)

(a) The Buyer must be able to obtain a firm commitment on or before N/A,  
effective through the date of closing, for a N/A loan in the principal amount of \$  
N/A for a term of N/A years(s), at an interest rate not to exceed N/A  
% per annum, with mortgage loan discount points not to exceed N/A % of the  
loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise  
Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing  
costs, those costs are as follows:

N/A

(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed N/A % per annum fixed (or describe type of loan) N/A with mortgage loan assumption and/or discount points not to exceed N/A % of the loan balance. (See Standard Provision No. 2). If such assumption requires the lender's approval, approval must be granted on or before N/A. Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lenders decision. If Seller is to pay any loan assumption costs, those costs are as follows: N/A

(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for residential purposes.

5. ASSESSMENTS: Seller warrants that there are no special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: -none -

(Insert "None" or the identification of such assessments, if any. The agreement for payment or proration of any assessments indicated is to be set forth in paragraph 6 below.)

6. OTHER PROVISIONS AND CONDITIONS:

(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provision shall be deleted: (If none are to be deleted, state "None") 2, 3, 4, 7, 9, 11

(b) Sale must be approved by the Concord City Council

(c) Contract is subject to upset bid period.

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

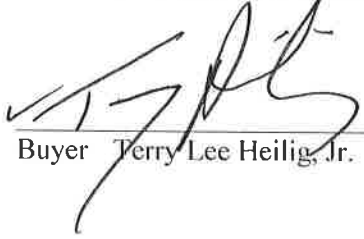
7. CLOSING: All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before July 1, 2021 at a place designated by buyer. The deed is to be made to Terry Lee Heilig, Jr.

8. POSSESSION: Possession shall be delivered at closing. In the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of \$ -0- per day from and including the date of closing to and including the date that possession is to be delivered as above set forth.

9. COUNTERPARTS: This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in multiple counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer MARCH 15, 2021

Date of Acceptance \_\_\_\_\_, 2021



Buyer Terry Lee Heilig, Jr.

(SEAL)

City of Concord, a North Carolina

Municipal Corporation

(SEAL)

Seller

Buyer

(SEAL)

BY:

Seller

(SEAL)

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date: February 25, 2021

Firm: MEDLIN & MEDLIN, P.A.

By:



Steve L. Medlin

Name of Selling Agent/Firm

N/A

Name of Listing Agent/Firm

N/A

## STANDARD PROVISIONS

1. **EARNEST MONEY:** In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this contract by Seller, then the earnest money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then the earnest money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. **NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in his trust or escrow account until he has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

2. **LOAN ASSUMED:** In the event a loan is assumed as part of the payment of the purchase price, then all payments due from Seller thereon must be current at closing, and the principal balance assumed shall be computed as of the date of closing. The amounts shown for the assumption balance and cash at closing shall be adjusted as appropriate at closing to reflect the final computations. Unless Buyer has otherwise specifically agreed in writing, the existing loan must be assumable without either acceleration of the amount secured or any change in the original terms of the note and deed of trust. Buyer shall be responsible for all loan assumption costs. Seller shall have no obligation to pay any loan assumption costs unless specifically set forth in this contract. The escrow account, if any, shall be purchased by Buyer.

3. **PROMISSORY NOTE AND DEED OF TRUST:** In the event a promissory note secured by a deed of trust is given by Buyer to Seller as part of the payment of the purchase price, the promissory note and deed of trust shall be in the form of and contain the provisions of the currently approved N. C. Bar Association Forms 4 and 5, as modified in paragraph 3(c) on the reverse side hereof.

4. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing.

(a) Ad valorem taxes on real property shall be prorated on a calendar year basis to the date of closing;

(b) Ad valorem taxes on personal property for the entire year shall be paid by Seller;

(c) All late listing penalties, if any, shall be paid by Seller;

(d) Rents, if any, for the Property shall be prorated to the date of closing;

(e) Accrued, but unpaid interest and other charges to Seller, if any, shall be computed to the date of closing and paid by Seller. Interest and other charges prepaid by Seller shall be credited to Seller at closing and paid by Buyer. (Other charges may include FHA mortgage insurance premiums, private mortgage insurance premiums and homeowner's association dues.)

5. **FIRE AND OTHER CASUALTY:** The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

6. **CONDITIONS:**

(a) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.

(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and cancelled by Seller prior to or at closing.

(c) Title must be delivered at closing by general warranty deed and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year (prorated to the date of closing), utility easements and unviolated restrictive covenants that do not materially affect the value of the Property and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

7. **NEW LOAN:** Buyer shall be responsible for all costs with respect to any new loan obtained by Buyer. Seller shall have no obligation to pay any discount fee or other charge in connection therewith unless specifically set forth in this contract.

8. **INSPECTIONS:** Unless otherwise stated herein: (i) the electrical, plumbing, heating and cooling systems and built-in appliances, if any, shall be in good working order at closing; (ii) the roof, gutters, structural components, foundation, fireplace(s) and chimney(s) shall be performing the function for which intended and shall not be in need of immediate repair; (iii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iv) the well/water and septic/sewer systems, if any, shall be adequate, not in need of immediate repair and performing the function for which intended. Buyer shall have the option to have the above listed systems, items and conditions inspected by a reputable inspector or contractor, at Buyer's expense

(unless otherwise provided in this contract), but such inspections must be completed in sufficient time before closing to permit any repairs to be completed by closing. If any repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded. Closing shall constitute acceptance of each of the systems, items and conditions listed in (i), (ii), (iii) and (iv) above in its then existing condition unless provision is otherwise made in writing.

IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF ANY WELL/WATER AND SEPTIC/SEWER SYSTEM INSPECTION.

RECOMMENDATION: Buyer should have any inspections made prior to incurring expenses for closing.

9. **WOOD-DESTROYING INSECTS:** Unless otherwise stated herein Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time before closing so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. If any structural repairs are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion, or (c) refusing to complete them. If Seller elects not to complete or provide for the completion of structural repairs, then Buyer shall have the option of (d) accepting the Property in its present condition, or (e) terminating this contract, in which case the earnest money shall be refunded. The Buyer is advised that the inspection and report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a new construction termite guarantee.

IF BUYER OBTAINS A VETERANS ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF THE WOOD-DESTROYING INSECT REPORT.

10. **LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

11. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in a tank on the Property at the prevailing rate, with the cost of measurement thereof, if any, being paid by Seller.

12. **CLOSING EXPENSES:** Seller shall pay for the preparation of a deed and for the excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

14. **ASSIGNMENTS:** This contract may not be assigned without the written agreement of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

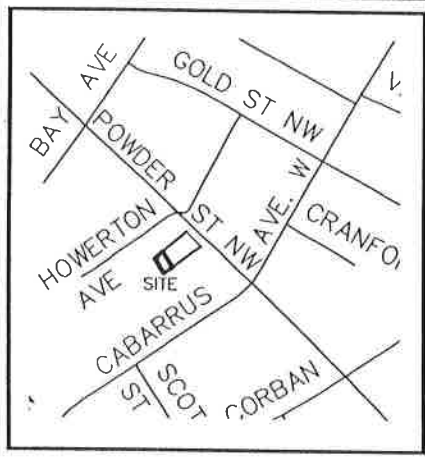
17. **ENTIRE AGREEMENT:** Buyer acknowledges that he has inspected the Property. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller as contained in any listing contract or other agreement between them.

EXHIBIT "A"

Lying and being in Number Twelve (12) Township, City of Concord, Cabarrus County, North Carolina and being to the West of, but not adjoining, Powder Street NW, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a flat iron found at the Northeast corner of the N.C. Department of Transportation (now or formerly), as described in Book 9351, Page 229, Cabarrus County Registry, (said point being South 55-23-49 West 135.21 feet from an iron set on the West edge of Powder Street NW, said point being the front common corners of City of Concord property described in Book 10027, Page 258 and Book 10032, Page 212) and runs thence with N.C. Department of Transportation South 55-23-49 West 32.06 feet to a concrete monument in line of Terry Lee Heilig, Jr.; thence two (2) lines with Heilig, (1<sup>st</sup>) North 31-01-05 West 48.52 feet to a iron found and (2<sup>nd</sup>) North 49-13-16 East 28.07 feet to an iron found; thence a new line, South 35-51-12 East 51.46 feet to the point and place of **BEGINNING**, and being Tract Number One (1), containing 0.03 acres, more or less, according to map and survey by David M. Medlin, P.L.S., dated May 22, 2020 to which map and survey reference is hereby made and a copy of which is attached hereto and incorporated herein by reference.

For back title reference see Book 10032, Page 212, Cabarrus County Registry.



VICINITY MAP  
NO SCALE

CERTIFICATE OF SURVEY AND ACCURACY  
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON; THAT THE RATIO OF CLOSURE IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN THE DEEDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30, AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 9th DAY OF OCTOBER, A.D., 2020.

*David Medlin*

DAVID M. MEDLIN  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-4286



NCGS MONUMENT  
"PENNEY"  
(NC GRID NAD83/2011)  
N: 599,937.68'  
E: 1,530,036.73'  
(JOB CSF: 0.999852484)

NOW OR FORMERLY  
CAROL HUCKS FANNON  
DB 14028 PG 97  
(TRACT III)  
PIN: 5620-65-0418  
REAL ID: 12-028-0026.00

NOW OR FORMERLY  
TERRY LEE HEILIG, Jr.  
LOT 20  
MB 19 PG 58  
DB 11283 PG 73  
PIN: 5620-55-9671  
REAL ID: 12-028-0033.20

NOW OR FORMERLY  
NC DEPARTMENT OF  
TRANSPORTATION  
LOT 22  
MB 19 PG 58  
DB 9351 PG 229  
PIN: 5620-65-0571  
REAL ID: 12-028-0029.00

**GROUND COORDS:**  
N: 605,573.07'  
E: 1,526,025.67'

PORTION OF  
DB 10032 PG 212  
TO BE CONVEYED  
AND COMBINED INTO  
PIN: 5620-55-9671  
BY DEED

**TRACT 1**  
Area: 0.03 Acres  
or 1,496 Sq.Ft.

CITY OF CONCORD  
DB 10032 PG 212  
PIN: 5620-65-0663  
REAL ID: 12-028-0032.00  
VACANT LOT

**TRACT 2**  
(Remnant Lot)  
Area: 0.16 Acres  
or 7,172 Sq.Ft.

NOW OR FORMERLY  
JOHN FENNEL  
and wife,  
MARGARET FENNEL  
and KATHANCIE FENNEL  
LOT 21  
MB 19 PG 58  
DB 571 PG 248  
PIN: 5620-65-0648  
REAL ID: 12-028-0033.30

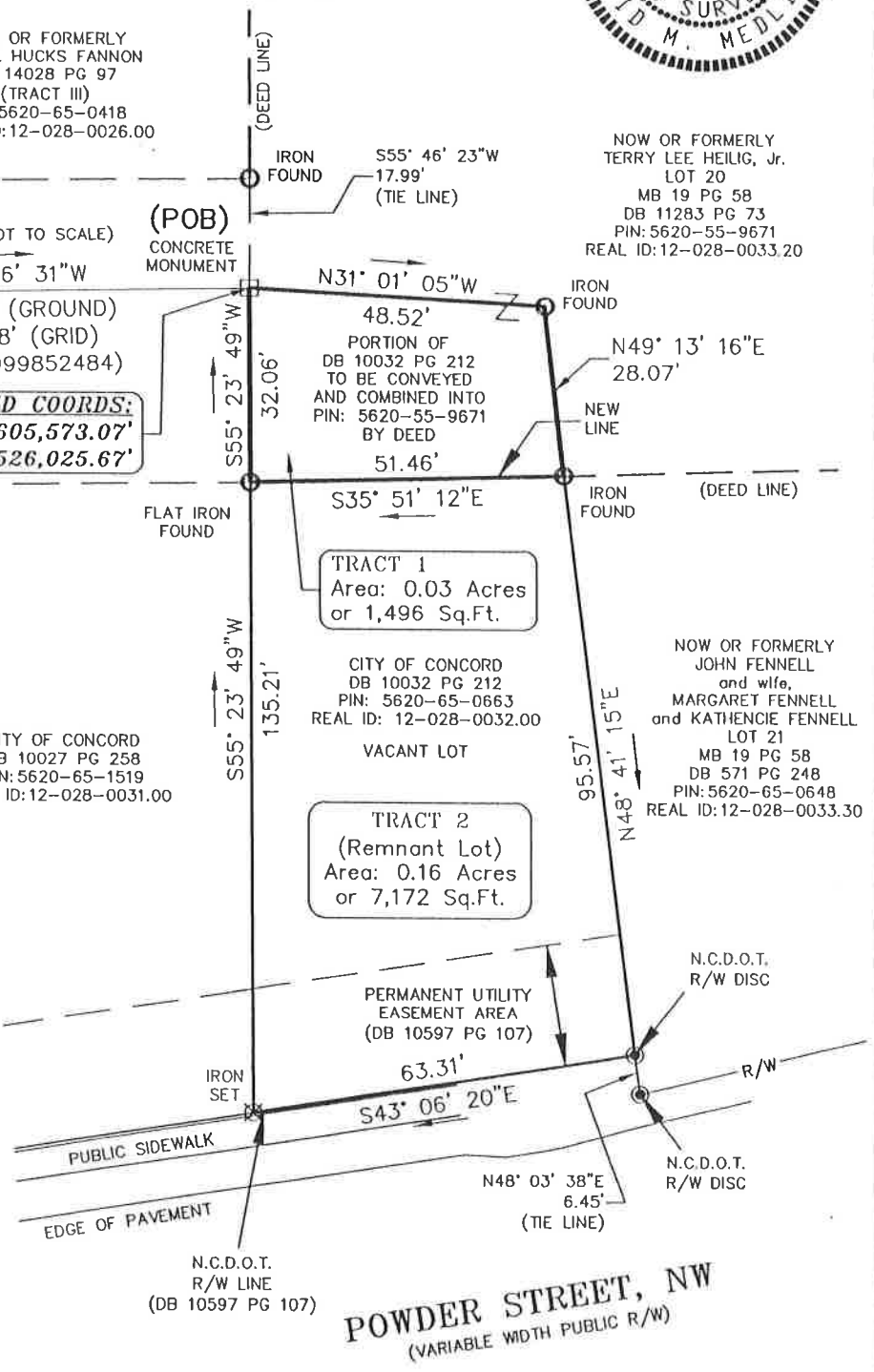
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REAL ID: 12-028-0031.00

**LEGEND:**

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- EXISTING NCDOT R/W DISC
- EXISTING IRON ROD
- NEW IRON SET
- PROPERTY HOOK

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7. PROPERTY CURRENTLY ZONED: RC



**POWDER STREET, NW**  
(VARIABLE WIDTH PUBLIC R/W)

SHEET 1 OF 1

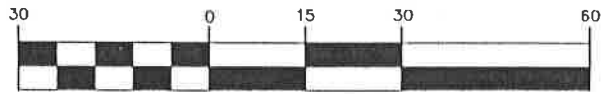
PLAT PREPARED BY:

THE CITY OF CONCORD  
ENGINEERING DEPARTMENT  
635 ALFRED BROWN JR. COURT, SW  
CONCORD, N.C. 28026-0308  
(704) 920-5420 FAX (704) 786-4521  
WWW.CONCORDNC.GOV/ENGINEERING

DRAWN BY: DMM	CHECKED BY: JS	REVISED:
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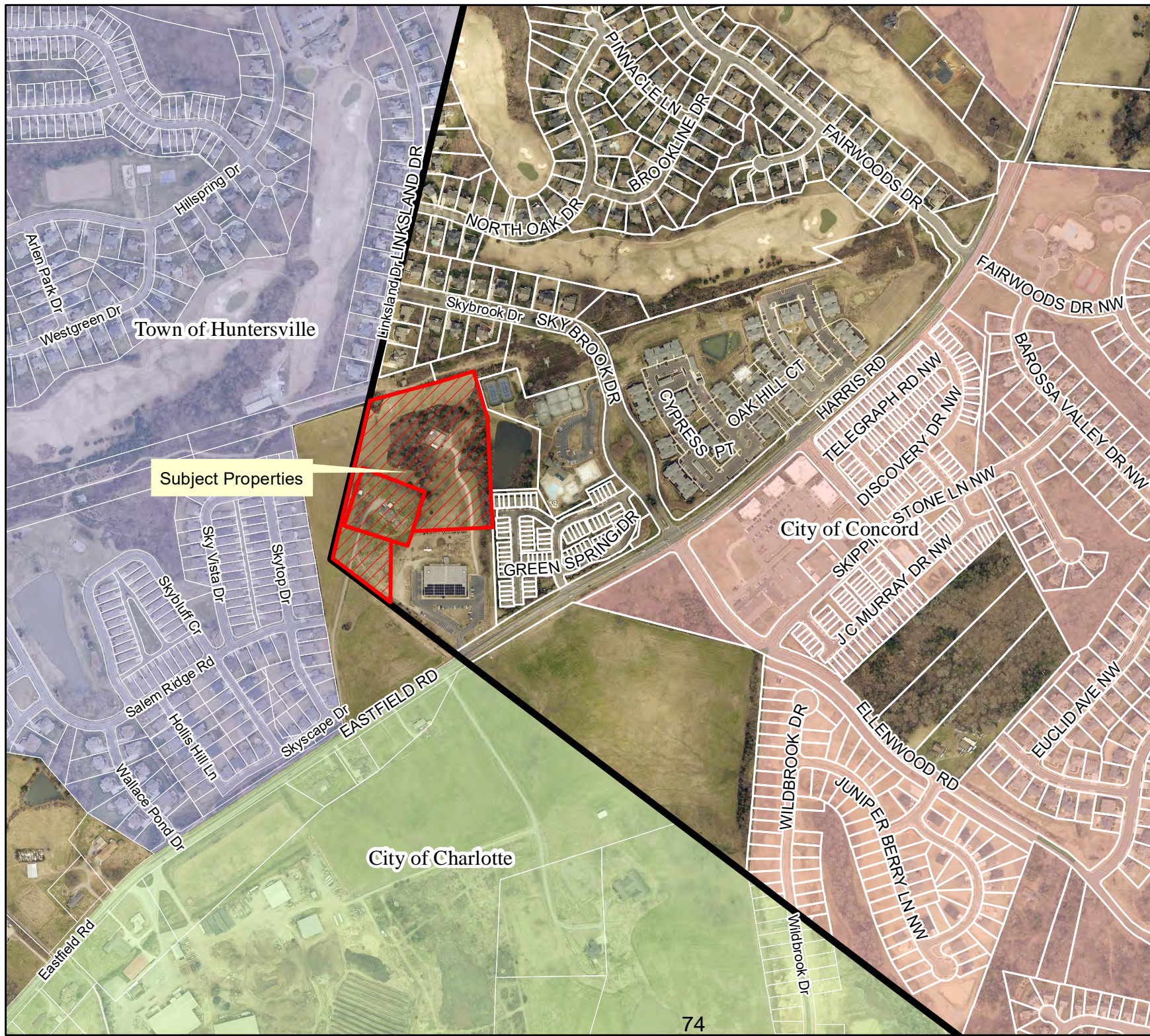
**CONVEYANCE PLAT**

A PORTION OF THE PROPERTY OWNED BY  
THE CITY OF CONCORD  
DEED BOOK 10032, PAGE 212; PIN: 5620-65-0663  
REAL ID: 12-028-0032.00  
CITY OF CONCORD, CABARRUS COUNTY, N.C.  
SCALE: 1" = 30' DATE: MAY 22, 2020










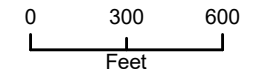
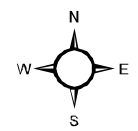
G:\ENG\SURVEY PROJECTS\2020-000\_MISC\2020-MISC\_PLANNING\2020\_POWDER LOTS\DWGS\POWDER LOT--CONVEYANCE PLAT.DWG

Billings/Myra's  
 Dream Location



Subject Properties

-  Subject Properties
-  County Line
-  Parcels
-  Streets
-  Concord
-  Charlotte
-  Huntersville



1 inch = 600 feet



March 10, 2021

VaLerie Kolczynski  
City Attorney  
City of Concord  
PO Box 308  
Concord, CC 28026  
Sent via certified mail and email to [kolczynv@concordnc.gov](mailto:kolczynv@concordnc.gov)

Re: Notice of Annexation

Dear Ms. Kolczynski:

This letter is in regards to the February 20, 2006 Annexation Agreement (the "Agreement"), attached hereto as Exhibit "A" between the City of Concord and the Town of Huntersville. Pursuant to the notice requirement as set out in Section 5(a) of that agreement, the Town is providing notice of a proposed annexation in Concord's Area of Consideration.

According to 5(b) of the Annexation Agreement, either municipality may waive, in its sole and absolute discretion, its right to annex said property, when said property is in your area of consideration. Such waiver must be in writing and made by the party's governing body.

The proposed annexation area is within Concord's Area of Consideration. The Town is sending this notice to fulfill the requirements of 5(a) and is requesting that Concord's governing board waive its right to annex the property. Upon request, a Town staff member will be available to provide information or for any required governing board hearing.

A map, showing the boundaries of the area to be annexed in relation to the boundaries of Concord's Area of Consideration is attached hereto as Exhibit "B." This map also shows all roads, streams, and other prominent geographical features.

If there are any questions, please let me know.



Very Truly Yours,

THE TOWN OF HUNTERSVILLE



Emily Sloop

Exhibit "A"  
(Annexation Agreement)

**PARHAM, HELMS, HARRIS & BLYTHE**  
Attorneys at Law

Lewis H. Parham, Jr.  
Neal G. Helms  
Ralph C. Harris Jr.  
Robert B. Blythe

6100 Fairview Road, Suite 1200  
Charlotte, North Carolina 28210

Telephone (704) 556-1101  
Facsimile (704) 556-1044

*Of counsel:*  
John L. Hazlehurst, IV

March 28, 2006

Mr. Albert M. Benshoff  
City Attorney  
City of Concord  
P.O. Box 308  
Concord, N.C. 28026-0308

Re: Annexation Agreement, Concord and Huntersville

Dear Al:

Again, pardon my delay in sending this Annexation Agreement back to you. Enclosed please find a copy in which I have filled in the effective date as being February 20, 2006, which is the date of the approval by ordinance by Huntersville. I assume that this is satisfactory.

I just realized that I do not have a copy of the ordinance and will forward that to you as soon as I obtain it from the Clerk.

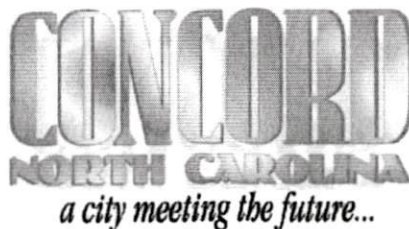
If there are any questions, please let me know.

Yours very truly,

PARHAM, HELMS, HARRIS & BLYTHE

Robert B. Blythe

RBB/jn  
Enclosures



January 18, 2006

Mr. Robert B. Blythe  
Parham Helms Harris Blythe & Morton  
Attorneys at Law  
6100 Fairview Road, Suite 1200  
Charlotte, NC 28210

RE: Annexation Agreement between Concord and Huntersville

Dear Mike:

Enclosed are three originals of the captioned Agreement which have been executed by the City of Concord. Please insert the date in number 4. on page 1. Also enclosed is a certified copy of the ordinance approving this Agreement which Council adopted at its January 12, 2006 meeting. I apologize for the error in sending this to you previously with a resolution instead of an ordinance.

For your information, the signature page has been changed to reflect our Interim City Clerk's signature.

After execution by Huntersville, please return one original to my office.

Thank you for your cooperation in finalizing this Agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Albert M. Benshoff".

Albert M. Benshoff  
City Attorney

Enclosures

L:\Contracts\Annex\Huntersville\06 01 18 ltr Blythe

*Albert Benshoff, City Attorney*

City of Concord = 66 Union Street South = P.O. Box 308 = Concord, North Carolina 28026  
(704) 920-5114 = Fax (704) 784-1791 = TDD 1-800-735-8262 = [benshoff@ci.concord.nc.us](mailto:benshoff@ci.concord.nc.us)

NORTH CAROLINA  
CABARRUS and MECKLENBURG COUNTIES

ANNEXATION AGREEMENT

WHEREAS, the City of Concord, (hereinafter "Concord") and the Town of Huntersville (hereinafter "Huntersville"), being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to Concord and Huntersville and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter "Act") authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for twenty (20) years after its effective date.
3.
  - a) No portion of Concord's "Area of Consideration" as adopted is subject to annexation by Huntersville, except as described below.
  - b) No portion of Huntersville's "Area of Consideration" as adopted is subject to annexation by Concord, except as described below.
4. The effective date of this Agreement is February 20, 2006.
5.
  - a) At least sixty (60) days before the adoption of any annexation ordinance by a party wherein the affected property lies within the area of consideration of the other party, the party which is considering annexation shall give written notice to the other affected party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to the boundaries of the area that the annexing party has agreed not to annex pursuant to this Agreement, roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.
  - b) Either municipality which has property within their area of consideration which is proposed for annexation by the other municipality, after notification from the other municipality as described in paragraph 5.a) above, may waive, in its sole and absolute discretion, its rights to annex said property. Such waiver must be made by the party's governing body.

c) If either municipality does not waive its right to annex property within its Area of Consideration, the other municipality shall not annex such property.

d) Any waiver authorized by paragraph 5.b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

e) So long as Concord does not take any action by ordinance or resolution to annex any property within Huntersville's Area of Consideration, Huntersville waives the notice requirements of paragraph 5.a). Under no circumstances may this paragraph be construed to relieve Concord of the obligation to give notice of any proposed annexation of any portion of Mecklenburg County within Huntersville's Area of Consideration. Huntersville may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Concord, whichever date is later.

f) So long as Huntersville does not take any action by ordinance or resolution to annex any property within Concord's Area of Consideration, Concord waives the notice requirements of paragraph 5.a). Under no circumstances may this paragraph be construed to relieve Huntersville of the obligation to give notice of any proposed annexation of any portion of Cabarrus County within Concord's Area of Consideration. Concord may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Huntersville, whichever date is later.

6. The common dividing line ("Dividing Line") between Concord's Area of Consideration and Huntersville's Area of Consideration shall be more particularly described as follows:

BEGINNING at a point marking the intersection of the common Cabarrus County and Mecklenburg County line at its point of intersection with Eastfield Road (now or formerly referred to in Cabarrus County as Allen Harris Road), and from said beginning point running in a generally northerly direction with the said common Cabarrus-Mecklenburg County line, intersecting with and crossing Huntersville-Concord Road, Poplar Tent Church Road, Davidson-Concord Road (Highway 73) and Stanley McElrath Road to the point of intersection with the City Limits Line of the Town of Davidson.

7. For purposes of this Agreement (and without regard to other annexation agreements either party may have with other municipalities), the Concord Area of Consideration shall be that area lying generally east and south of the Dividing Line, and Huntersville's Area of Consideration shall be that area lying generally west and north of the Dividing Line.

8. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

9. This Agreement shall not take effect until and unless it is duly approved and executed by all parties.

10. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

11. Any party which shall believe that a violation of the Act or this Agreement has occurred shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

12. If Concord or Huntersville lawfully extend water or sewer facilities into the other party's Area of Consideration within the right-of-way of any public street which subsequently is annexed by and becomes a public street of that other party, the party that extended the utility will be permitted to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Concord or Huntersville's Area of Consideration by the other party.

13. The provisions of this Agreement applicable to Concord and Huntersville may only be amended or terminated upon the written agreement of Concord and Huntersville, approved by the ordinance of their governing boards and executed by the Mayors of Concord and Huntersville and spread upon their respective minutes. Except that either municipality may unilaterally terminate this Agreement by repealing the ordinance approving this Agreement and giving the other municipality five (5) years notice of such repeal to the other, and at the end of such five (5) years this Agreement shall terminate.



CITY OF CONCORD, a North Carolina  
Municipal Corporation

By: J. Scott Padgett  
J. Scott Padgett, Mayor

(Corporate Seal)

ATTEST:

Jill B. Chunn  
Jill B. Chunn, Interim City Clerk

APPROVED AS TO FORM:

Albert M. Benshoff  
Albert M. Benshoff, City Attorney

CITY OF HUNTERSVILLE, a North Carolina  
Municipal Corporation

By: Kim Phillips  
Kim Phillips, Mayor

(Corporate Seal)

ATTEST:

Janet Pierson  
Janet Pierson, Town Clerk

APPROVED AS TO FORM:

Robert B. Blythe  
Robert B. Blythe, Town Attorney



NORTH CAROLINA  
CABARRUS and MECKLENBURG COUNTIES

ANNEXATION AGREEMENT

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CITY OF CONCORD, a North Carolina  
Municipal Corporation

By: *Scott Padgett*  
Scott Padgett, Mayor

(Corporate Seal)  
ATTEST:

*Jill B. Chunn*  
Jill B. Chunn, Interim City Clerk



APPROVED AS TO FORM:

*Albert M. Benshoff*  
Albert M. Benshoff, City Attorney

CITY OF HUNTERSVILLE, a North Carolina  
Municipal Corporation

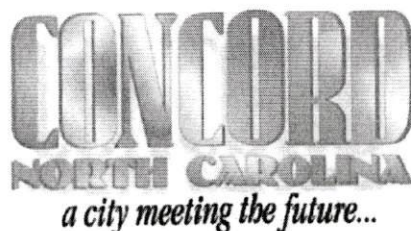
By: *Kim Phillips*  
Kim Phillips, Mayor

(Corporate Seal)  
ATTEST:

*Janet Pierson*  
Janet Pierson, Town Clerk

APPROVED AS TO FORM:

*Robert B. Blythe*  
Robert B. Blythe, Town Attorney



July 3, 2006

*(Dictated but not reviewed)*

Mr. Scott Moore  
Senior Planner  
Town of Huntersville  
PO Box 664  
Huntersville, NC 28070

Robert B. Blythe, Esq.  
Parham Helms Harris Blythe & Morton  
6100 Fairview Road, Suite 1200  
Charlotte, NC 28210

RE: Request to Waive Sixty-Day Notice of Intent to Annex a Portion of Skybrook Village  
Subdivision

Dear Mr. Moore and Mr. Blythe:

The City Clerk asked me to respond to your request to the City of Concord to waive the sixty-day notice. Huntersville and Concord have agreed by contract to mutually waive the notice requirements for annexations occurring in their respective counties. Huntersville need not notify Concord nor request a waiver for annexations occurring entirely in Mecklenburg County. You may wish to discuss the Annexation Agreement between Huntersville and Concord. It is my opinion that these notices are unnecessary under our agreement.

The City will not be returning the Consent to Waiver as Concord has already consented to the waiver. Please feel free to contact me if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "Albert M. Benshoff".

Albert M. Benshoff  
City Attorney

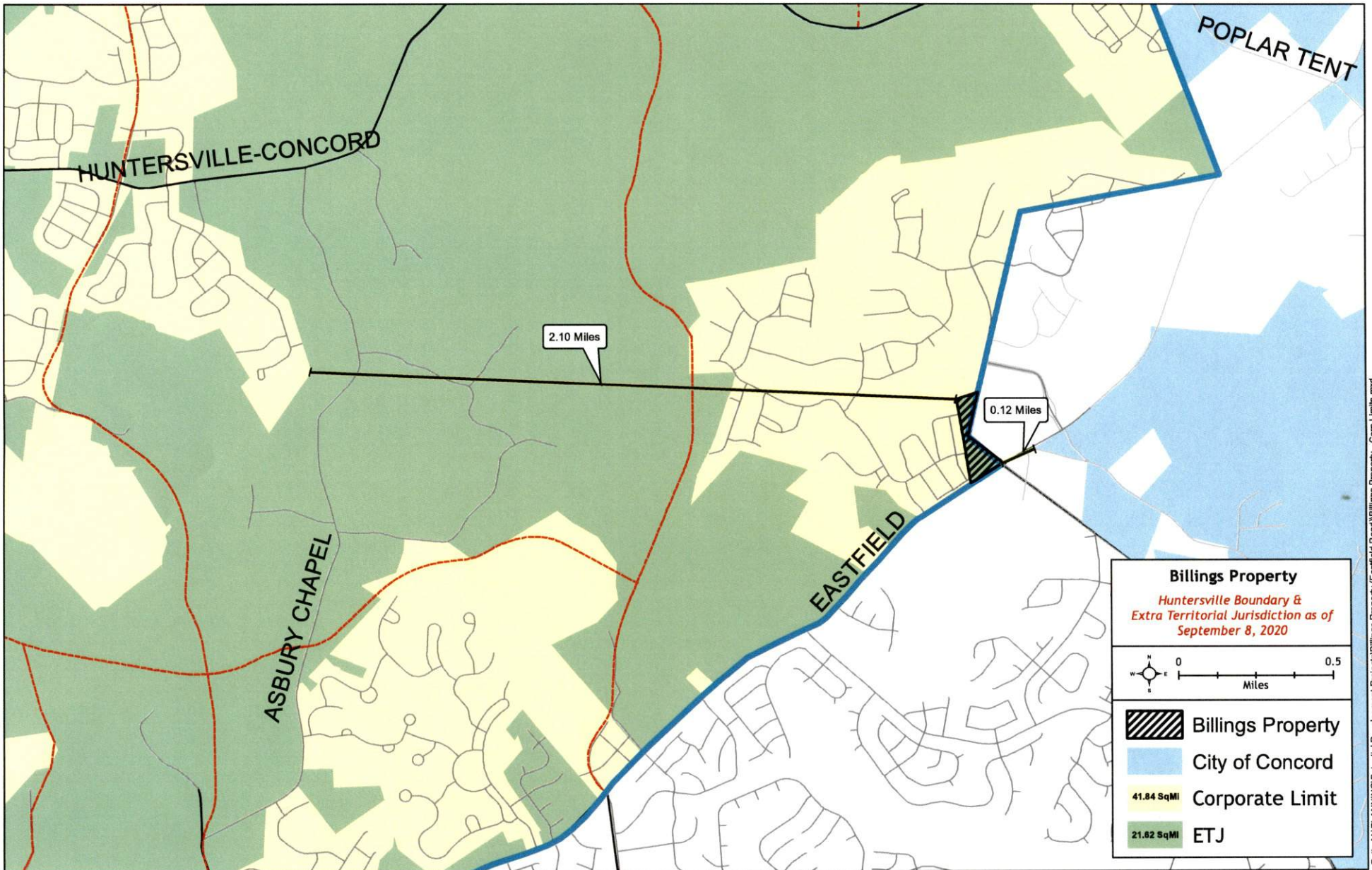
cc: Brian Hiatt, City Manager  
Jill Chunn, City Clerk  
Margaret Pearson, Director, Development Services

L:\Contacts\Annexation\Huntersville\060703 ltr Moore

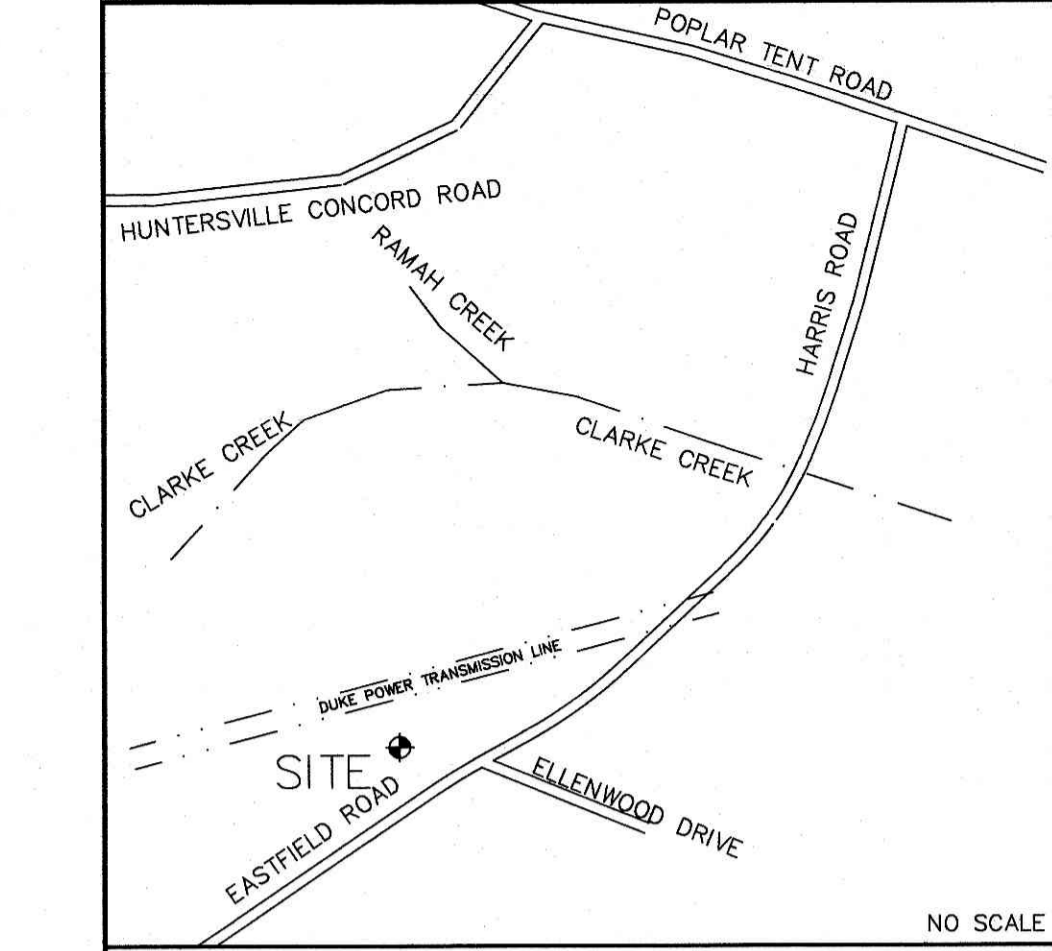
*Albert Benshoff, City Attorney*

City of Concord = 66 Union Street South = P.O. Box 308 = Concord, North Carolina 28026  
(704) 920-5114 = Fax (704) 784-1791 = TDD 1-800-735-8262 = [benshoff@ci.concord.nc.us](mailto:benshoff@ci.concord.nc.us)

Exhibit "B"  
(Map)



Path: M:\PLANNING\Potential Development Projects\Billings Property (Eastfield Road)\Billings Property - Corp Limits.mxd



I STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 19975, PAGE 677 AND IN BOOK 6524, PAGE 118; BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 19975, PAGE 677 AND IN BOOK 6524, PAGE 118; THAT RATIO OF PRECISION OR POSITIONAL ACCURACY IS IN EXCESS OF 1:10,000, AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56-100). THIS 2 DAY OF MARCH, 2021.

*David L. Arnold*  
PROFESSIONAL LAND SURVEYOR

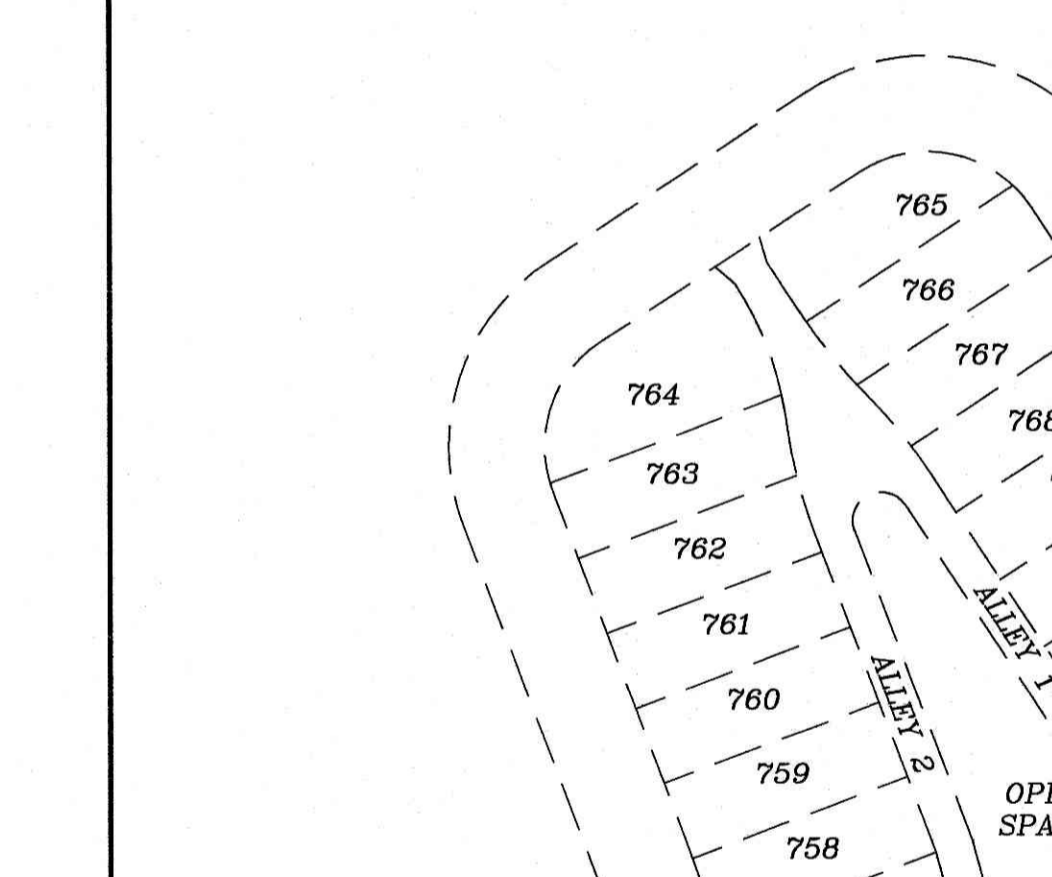
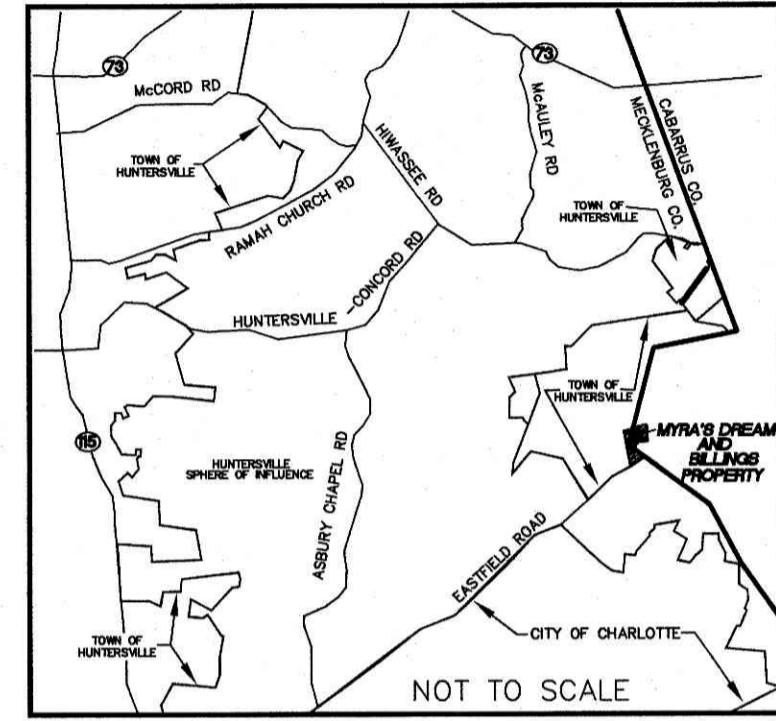
THIS PLAT REPRESENTS ONE AREA ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCQS 160A-06, BY ORDINANCE DULY ADOPTED AND APPROVED AND AN ANNEXATION ORDINANCE ANNEXATION ORIGINATED BY MECKLENBURG PLANNING COMMISSION ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

TOWN OF HUNTERSVILLE  
ATTEST: JANET PERSON TOWN CLERK

REVIEW OFFICER: \_\_\_\_\_  
I, THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
REVIEW OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_



NOW OR FORMERLY SKYBROOK COLF LLC  
DEED: 2019-3386-980  
PARCEL # 0021-11-14



LEGEND  
 ELEV. - ELEVATION  
 ○ - IRON FOUND  
 ● - IRON SET  
 ▲ - GPS MONUMENT AND GEODETIC MONUMENT 018 FTH  
 R/W - RIGHT OF WAY  
 EXST. - EXISTING

NOTES  
 THIS PROPERTY SUBJECT TO ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORD NOT OBSERVED IN THE FIELD WHICH WOULD BE DISCLOSED BY A FULL TITLE SEARCH.  
 PER NCOTI IN ALBEMARLE THE RIGHT-OF-WAY OF ALLEN HARRIS ROAD ALSO KNOWN AS EASTFIELD ROAD, IS THAT WHICH IS MAINTAINED BY THE STATE FROM BACK OF DITCH TO BACK OF DITCH, AN ASSUMED RIGHT-OF-WAY OF 100' IS SHOWN FOR PICTORIAL PURPOSES ONLY.  
 AREAS CALCULATED BY DMD METHOD.  
 DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID DISTANCES APPLY THE COMBINED GRID FACTOR OF 0.9998495.  
 THIS SURVEY IS NOT INTENDED TO MEET GS 47-30 REQUIREMENTS. THIS SURVEY WAS PREPARED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

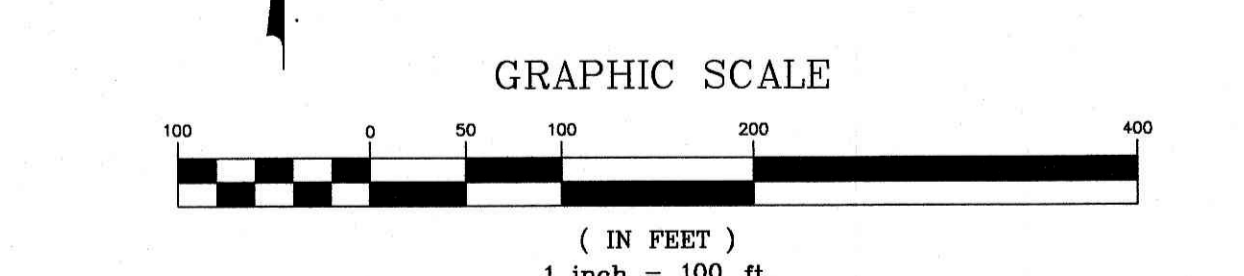
APPROXIMATE LOCATION OF FLOODWAY DISTRICT ENCROACHMENT LINE & FLOODWAY FRINGE DISTRICT LINE AS SHOWN ON FEMA COMMUNITY PANEL 370158 0040 B DATED 2/3/93.  
 LOCATION SUBJECT TO CHANGE BASED UPON ONGOING FLOOD STUDY REVISION BY MECKLENBURG COUNTY. PROJECTED FLOODWAY FRINGE DISTRICT BOUNDARY LINE AS SHOWN, ELEVATION 834, IS THE RESULT OF OFFICE COMPUTATIONS ONLY AND IS SUBJECT TO CHANGE PENDING THE RESULTS OF THE MECKLENBURG COUNTY STUDY.  
 BASE FLOOD ELEVATIONS AND CROSS SECTIONS SHOWN ARE BASED ON FEMA COMMUNITY PANEL 370158 0040 B DATED 2/3/93 AND MAY BE SUBJECT TO CHANGE PENDING THE RESULTS OF THE MECKLENBURG COUNTY STUDY.

INTERIOR DASHED PHASE LINES ARE THE RESULT OF OFFICE COMPUTATIONS ONLY AND HAVE NOT BEEN FIELD MONUMENTED.  
 MECKLENBURG COUNTY & CABARRUS COUNTY LINE AS SHOWN MAY BE SUBJECT TO CHANGE BASED UPON FINAL DETERMINATION OF THE LOCATION OF THE COUNTY LINE BY THE NORTH CAROLINA GEODETIC SURVEY DEPARTMENT.

MECKLENBURG COUNTY & CABARRUS COUNTY LINE AS SHOWN MAY BE SUBJECT TO CHANGE BASED UPON FINAL DETERMINATION OF THE LOCATION OF THE COUNTY LINE BY THE NORTH CAROLINA GEODETIC SURVEY DEPARTMENT.

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING	DELTA
C1	300.00	104814.30	300.00	N56°54'10"E	00°09'50"



SHEET TITLE PROPOSED ANNEXATION: BILLINGS PARCELS EASTFIELD ROAD PROPERTY & HARRIS ROAD PROPERTY ANNEXATION ORDINANCE: 99 01 PROPERTY OWNER NAMES: BILLINGS & MYRA'S DREAM LLC HUNTERSVILLE TWP., MECK. CO., NORTH CAROLINA & TWP. #3, CABARRUS CO., N.C.

PROJECT BILLINGS & MYRA'S DREAM LLC HUNTERSVILLE TWP., MECK. CO., NC TWP. #3, CABARRUS CO., NC FOR: BILLINGS & MYRA'S DREAM LLC

DATE: 03/02/21  
 DRAWN BY: YWH  
 CHECKED BY: JEW  
 DRAWING NO.: XX-XX

YARBROUGH-WILLIAMS & HOULE, INC.  
 Planning • Surveying • Engineering  
 790 Windsor Oak Court Charlotte, NC 28273 P.O. Box 1198 Florence, NC 28534  
 Phone: 704.558.1900 Fax: 704.558.0505 (fax)

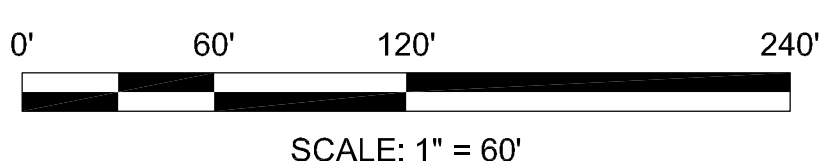
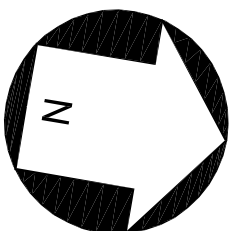




**LEGEND**

- PROPERTY LINE
- PROPOSED CURBING
- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED RW LINE
- PROPOSED CENTERLINE
- EXISTING DUKE POWER CO. EASEMENT
- EXISTING COUNTY LINE
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR
- SS --- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED STORM LINE
- PROPOSED STORM STRUCTURE
- PROPOSED WATER LINE

This Plan Is A Preliminary Design.  
NOT Released For Construction.



REVISIONS:

No.	Date	By	Description

P:\2020 Jobs\20039 - Billings Property - Pace\CAD\Sketch Planning\20039 - billings.dwg

CORPORATE CERTIFICATIONS  
NC PE: C-2930 NC LA: C-253  
SC ENG: NO. 3599 SC LA: NO. 211

Project Manager: SDW

Drawn By: SDW

Checked By: MDL

Date: 01/22/2021

Project Number: 20039

Sheet Number:

**L-102**

## **RESOLUTION WAIVING THE CITY OF CONCORD'S RIGHTS TO ANNEXATION**

WHEREAS, the City of Concord, North Carolina, and the Town of Huntersville, North Carolina entered into an annexation agreement dated February 20, 2006; and

WHEREAS the agreement allows each City to consider voluntary annexations within the other party's "area of consideration"; and

WHEREAS Section 5.b of the agreement allows the governing board of either municipality to waive their right to annex property within their "area of consideration" after notice of annexation by the other party; and

WHEREAS on March 10, 2021 the Town of Huntersville provided notice to the City of Concord of their intent to annex lands owned by Steven G. and Myra W, Billings, and Myra's Dream, LLC identified by Cabarrus County PINs as 4670-46-0288 and 4670-35-8966; being further described as follows:

### Property Description:

All that certain parcel of land, situated, lying and being in Township #3, Cabarrus County, State of North Carolina, and more particularly described as follows:

### **Cabarrus County Tax Parcel #4670-46-0288**

Beginning at (POINT OF BEGINNING) at a point on the Westerly boundary of land owned Now or Formerly by Skybrook Signature Townhomes Owners Association INC. as described in Deed Book 9013, page 137 of the Cabarrus County Register of Deeds, being further located N02-29-44W 460.48' distant of a found rebar being located on the margin of Harris Road (SR# 1449) also on the Eastern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds all as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, thence with the Skybrook Signature Townhomes Owners Association INC. Western line N02-29-44W 706.37' to a found rebar located in a 200' Duke Power Company Right of Way, thence N58-07-25W 68.66' to a found rebar in the center of said 200' Duke Power Company Right of Way (more or less), thence with the center line of 200' Duke Power right of Way (more or less) S73-24-55W 413.24' to a found rebar, thence S73-27-48W 98.15' to the dividing line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds and land owned Now or Formerly by Myra's Dream LLC as recorded in Deed Book 19975, page 677 of the Cabarrus County Register of Deeds S13-26-43W 758.92' to a point, thence S52-48-17E 346.13' to a point on the Easterly line of a ingress & egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County Register of Deeds, thence with the Easterly line of said ingress & egress easement N00-21-27E 288.93' to a point on the Southerly line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds, thence with the line of Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) for five (5) calls and

distances, 1) N72-00-41W 233.50' to found rebar, 2) N18-03-03E 285.47' to a found rebar, 3) S69-01-09E 315.00' to a found rebar, 4) S17-47-01W 269.03' in total to a found rebar (crossing the Northern line of the Ethan & Austin Properties LLC land at 194.25' of this line), 5) N72-00-41W 82.34' to the initial point of the preceding five (5) calls and distances, thence retracing this line two (2) calls and distances, 1) S72-00-41E 82.34' to a point, 2) N17-47-01E 74.78' to a point on the Northern line of the Ethan & Austin Properties LLC land, thence with the Ethan & Austin Properties LLC line N87-28-43E 377.34' to the POINT AND PLACE OF BEGINNING.

Containing 9.463 acres.

**Cabarrus County Tax Parcel #4670-35-8966**

Beginning (POINT OF BEGINNING) a point on the Northern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds, being further located two (2) calls and distances distant of a found rebar located on the margin of Harris Road (SR #1449) as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, 1) N02-29-44W 46.48' to a point, 2) S87-28-43W 377.34' to the true Point of Beginning, thence five (5) calls and distances to points with the line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds , 1) N17-47-01E 194.25' to a found rebar, 2) N69-01-09W 315.00' to a found rebar, 3) S18-03-03W 285.47' to a found rebar, 4) S72-00-41E 315.84' to a found rebar (crossing the terminus of an ingress and egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County register of Deeds), 5) N17-47-01E 74.78' to the POINT AND PLACE OF BEGINNING.

Containing 2.006 acres.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, THAT:

The City of Concord will waive its rights to annexation of the property described above in the Resolution.

Adopted this 8<sup>th</sup> day of April 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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William C. Dusch, Mayor

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk

**RESOLUTION SUPPORTING  
THE NAMING OF A BRIDGE IN HONOR OF JASON SHUPING**

**WHEREAS**, Jason N. Shuping was born in Rowan County, attended public schools, was a graduate of East Rowan High School, and was a resident of North Carolina for the duration of his life; and

**WHEREAS**, Jason N. Shuping earned a Criminal Justice degree from UNC-Pembroke and completed Basic Law Enforcement Training at Rowan Cabarrus Community College; and

**WHEREAS**, Jason N. Shuping was an athlete and academic scholar, former Boy Scout with Troop 351 who achieved the rank of Eagle Scout, and an active member of Shiloh Reformed Church of Faith, where he volunteered with vacation Bible school, mission trips, and the handbell choir; and

**WHEREAS**, Jason N. Shuping began his career as a police officer with the City of Concord in 2019; and

**WHEREAS**, Jason N. Shuping served the community honorably for a period of 1 year and 6 months; and

**WHEREAS**, Jason N. Shuping earned and received multiple commendations for exceptional service and bravery to include the police department's highest award, The Medal of Valor, as well as The Purple Heart, coworker of the month for December 2020, and coworker of the year for 2020; and

**WHEREAS**, Jason N. Shuping made the ultimate sacrifice by giving his life selflessly in service to his community, being mortally wounded in the line of duty on December 16, 2020 in the area of Bruton Smith Boulevard and Interstate 85.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, THAT:**

The City Council of the City Concord wishes to express their appreciation for the public service given and sacrifice made by Officer Jason N. Shuping by naming the bridge on Bruton Smith Boulevard at Interstate 85 as the Officer Jason N. Shuping Bridge.

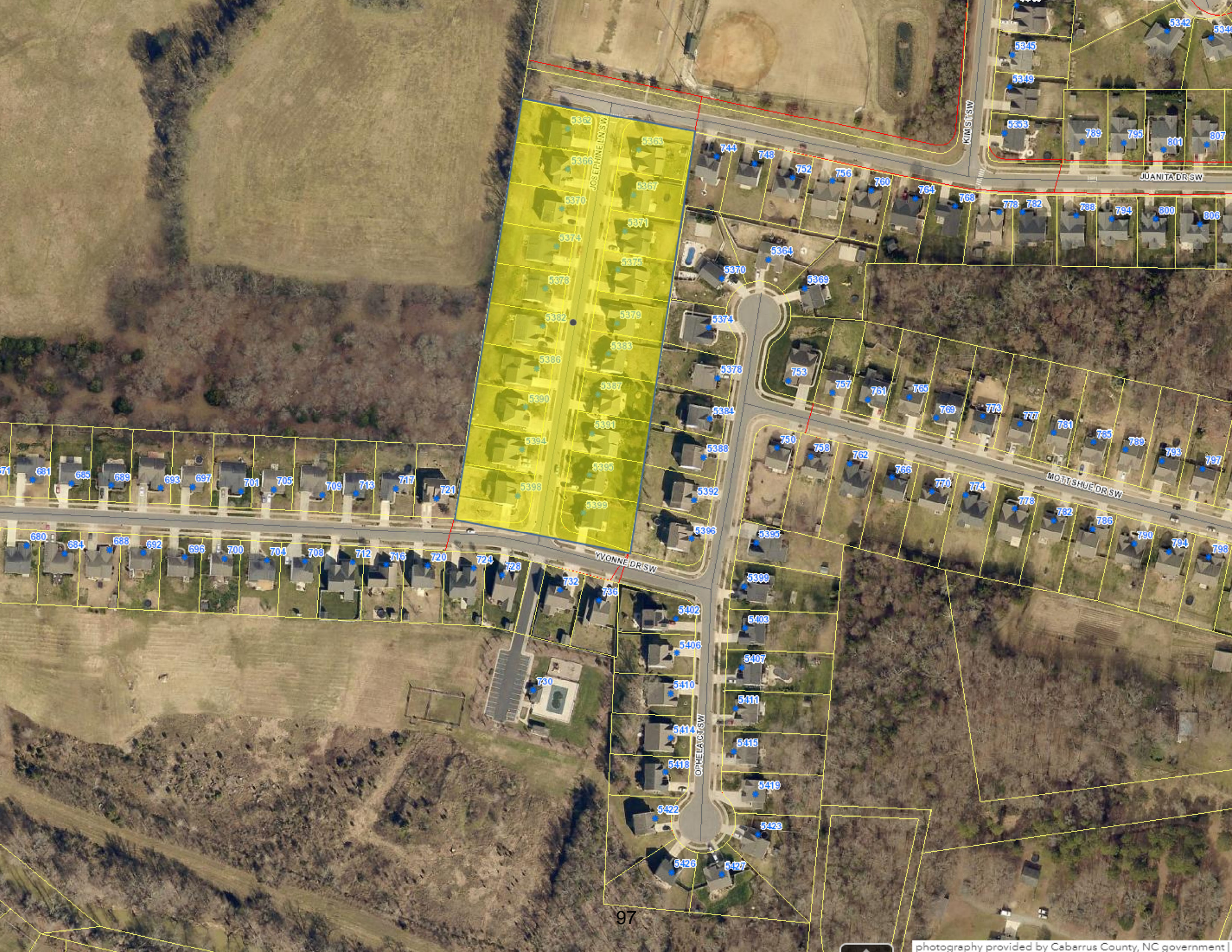
Adopted this 8<sup>th</sup> day of April 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk



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**CITY OF CONCORD  
CONCORD-PADGETT REGIONAL AIRPORT  
CONCORD, NORTH CAROLINA  
WORK AUTHORIZATION 2005  
TERMINAL DEVELOPMENT AREA ENVIRONMENTAL ASSESSMENT  
December 15, 2020  
PROJECT NO.: 2203-2005**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

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**Scope of Services:** Talbert, Bright & Ellington Inc. (TBE) will provide special services for the preparation of an environmental assessment for the commercial services terminal development area at the Concord-Padgett Regional Airport. (JQF).

City of Concord (CITY) proposes to expand the commercial service terminal development area at JQF to accommodate the commercial service aircraft currently providing service to the community. This project will include the expansion of the commercial service terminal and commercial service aircraft parking apron, parking deck, terminal access road, rental car parking area and long-term parking area.

This work authorization presents Talbert, Bright & Ellington, Inc.'s (TBE) scope of services relating to the preparation of an environmental assessment (EA) for the previously described project.

In fulfilling this scope of work, numerous objectives will be achieved including: environmental inventory, evaluation, and analysis; state, federal, and local agency coordination; draft and final environmental documentation; and a public workshop (if deemed necessary). The environmental documentation will be prepared in accordance with the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015). The Federal Aviation Administration (FAA) has agreed to review and approve the documentation.

It is the intent of this environmental assessment (EA) process to review no more than three build alternatives, in addition to the no build alternative. Determination of potential impacts to water quality, the unknown extent of wetlands or jurisdictional waters of the United States, impact on adjacent residential development from noise, and possible controversial development because of adjacent neighborhood, are issues that will be addressed during the preparation of this EA.

**Time Schedule:**

As agreed, upon by both parties.

**Deliverables for the Basic Services will be as follows:**

The following tasks are required to achieve the aforementioned output.

**TASK 1: PROJECT MANAGEMENT**

Project goals and objectives will be determined through coordination and consultation with the CITY, in order to create a chart of activities and a milestone schedule. These two items will provide the CITY and TBE with a sequential scheme of events and the anticipated dates to achieve the project goals.

***ASSUMPTIONS:***

- 1. For budgeting purposes, it was assumed that the project should take 6 months, not including review by resource and regulatory agencies and public review.*
- 2. If additional field work is required by the resource agencies (for example, a Phase II Cultural Resources Survey), the schedule below will be modified under a contract amendment*

<b>Work Item</b>	<b>Time (Days)</b>	<b>Cumulative Time (Days)</b>
Notice to Proceed	0	0
Scoping Meeting	1	1
Field Work	45	46
Document Preparation/In-house Review	60	101
FAA/Client Review	TBD	TBD
Draft Document Finalization	30	131

***DELIVERABLES:***

- 1. A flow chart of activities and milestone schedule.*
- 2. Attendance at three (3) meetings, not including the public workshop and public information meetings.*

**TASK 2: STATE, FEDERAL, AND LOCAL AGENCY COORDINATION**

Coordination will include ongoing public relation activities to ensure that the agencies are kept informed of the project’s progress. Activities to be conducted for this task are as follows:

- A. Continuing research and communication with state, federal, and local environmental agencies.
- B. Preparation of a scoping letter for federal, state, and local agencies advising of the CITY’s intent to proceed with the preparation of an environmental assessment.

***DELIVERABLE:***

- 1. TBE will prepare the scoping letter.*
- 2. A scoping meeting with state, federal, and local agencies will not be held.*



### **TASK 3:      TERMINAL DEVELOPMENT AREA ANALYSIS**

Allegiant Air started commercial service operations at JQF in December 2013 in a temporary facility in Hangar A, which was renovated to serve as a temporary commercial service terminal. The current commercial service terminal, as well as the parking area was constructed to accommodate two gates and two aircraft. JQF has received notification from Allegiant Air that they are considering opening a two aircraft base (including permanent pilots, flight attendants, mechanics, and station management) at JQF. JQF has also been contacted by another Part 121 carrier who would like to offer scheduled air service. Based on the notifications from Allegiant Air and the other Part 121 carrier, analysis would be performed to determine the commercial operations and enplanements, as well as the need for expansion of the commercial service terminal and commercial service aircraft parking apron, parking deck, terminal access road, rental car parking area and long-term parking area. This data would be incorporated into the environmental documentation (i.e., noise).

### **TASK 4:      ENVIRONMENTAL INVENTORY, EVALUATION, AND ANALYSIS**

The environmental inventory, evaluation, and analysis will be conducted in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015).

Prior to initiation of the environmental analysis, TBE will notify the CITY and FAA of agency concerns resulting from the project agency early coordination process. The required level of detail for each environmental issue will also be discussed. Existing data will be collected from the appropriate agencies; and, through field and map examination; data will be analyzed, and used to determine the potential impacts of the proposed project. Mitigation measures, including avoidance and minimization options, will be investigated for impacts (unless herein noted otherwise).

- A.     AIR QUALITY – Coordination with the North Carolina Department of Environment and Natural Resources, Division of Air Quality (NCDENR-DAQ) to determine whether an air quality analysis and/or air quality permit shall be required, as well as a request for air quality conformity. Using the Aviation Emissions and Air Quality Handbook and required FAA Aviation Environmental Design Tool (AEDT) 2c, potential air quality impacts due to construction will be analyzed to determine general conformity with de minimis emission levels.

#### ***ASSUMPTIONS:***

1.    *City of Concord was considered a non-attainment area for 8-hour ozone but designated as a maintenance area on August 27, 2015.*
2.    *FAA Emissions and Dispersion Modeling System (EDMS) input and emission levels for the proposed project will not be prepared.*
3.    *FAA Aviation Environmental Design Tool (AEDT) 2c will be used to determine potential construction impacts to air quality.*

4. *No monitoring of existing air quality or modeling will be performed as part of this scope of services.*

**B. BIOLOGICAL RESOURCES –**

1. **Biotic Communities** – A survey of biotic communities that may be affected directly or indirectly by the proposed project will be performed. This survey will be performed in conjunction with Task B.2 – Endangered and Threatened Species of Flora and Fauna. A brief description of the biotic communities will be prepared for inclusion in the environmental document.
2. **Endangered and Threatened Species of Flora and Fauna** – Reference information on threatened, endangered, and other rare species and critical habitats, as listed by the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), will be reviewed. Utilizing the reference information collected, field investigations will be conducted to identify habitat that may support the listed species. The location of previously sighted species, critical habitat, and habitat suitable for the legally protected species will be identified on an overlay map. A Section 7 (Endangered Species Act) Biological Assessment will be prepared and forwarded to USFWS and NMFS in conjunction with the draft environmental document regardless of species present. Final agency concurrence with the results of the biological assessment and required mitigation measures will be summarized in the final environmental document, as required.

***ASSUMPTION:***

1. *The site will be visited twice by an experienced biologist, for plant flowering periods.*
2. *The results of the biological assessment will be submitted to the USFWS for concurrence.*
3. *Should it be determined by the USFWS that additional site visits will be necessary; these will be performed under a contract amendment.*

- C. CLIMATE** – In response to Executive Order 13514 Focused on Federal Leadership in Environmental, Energy, and Economic Performance (October 5, 2009), the CEQ developed Federal Greenhouse Gas Accounting and Reporting Guidance (October 6, 2010), which serves as the federal government’s official greenhouse gas (GHG) reporting protocol. GHGs result primarily from combustion of fuels, and there is a direct relationship between fuel combustion and metric tons of carbon dioxide (CO<sub>2</sub>). A discussion of potential impacts will be provided.

***ASSUMPTION:***

1. *No modeling will be performed as part of this scope of services.*

D. COASTAL RESOURCES –

1. **Coastal Zone Management Program** – Because the study area is not located in coastal zone, consistency from North Carolina Department of Environment and Natural Resources Division of Coastal Management (NCDENR-DCM) will not be required.
2. **Coastal Barriers** – Because the study area is not located in coastal zone, consistency from North Carolina Department of Environment and Natural Resources Division of Coastal Management (NCDENR-DCM) will not be required.

E. DEPARTMENT OF TRANSPORTATION ACT, SECTION 4(f) – An early inventory will be conducted to determine the presence of Section 4(f) properties (i.e., parks, recreation areas, wildlife and waterfowl refuges, and/or historic and archaeological sites).

F. FARMLAND – Soil data (prime, unique, and statewide important) will be evaluated. Information will be submitted on Form AD-1006, Farmland Conversion Impact Rating, Land Evaluation – Site Assessment, to the NRCS for review and comment. Based on the response from the NRCS, an estimate of direct and indirect impacts will be determined on: (1) number of acres that will be directly displaced; (2) areas where agricultural and timberland operations may be disrupted; and (3) indirect effects, such as those related to changes in land use.

1. **Soils** – A soils map of the site will be prepared. Descriptions of each of the soils indicated and their development limitation will be provided. Information regarding the need for potential fill material and clearing and grading will be determined.

**ASSUMPTIONS:**

1. *Construction requirements (such as, but not limited to, excavation and fill amounts) will be based on preliminary schematics and preliminary engineering.*
2. *Soils will be identified using U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) mapping*
3. *Geotechnical investigation of existing soil conditions will not be performed.*

G. HAZARDOUS MATERIALS, SOLID WASTE, AND POLLUTION PREVENTION –

1. **Hazardous Materials/Waste Sites** – A Level I Environmental Site Assessment will be conducted to include a thorough review of the history (50-year maximum) of the proposed project to identify environmental concern for contamination or liability from hazardous materials. In addition, a review of published data and a physical site inspection will be conducted. Documentation of investigation methods used, results obtained (e.g., site overview, site history, regulatory compliance history, site features, and site walkover survey), and a summary of findings and recommendations for further investigation, if necessary, will be provided.

**ASSUMPTIONS:**

1. *No subsurface investigations will be conducted.*

2. *A Level II - Environmental Site Assessment will not be conducted.*
3. *The Phase I ESA performed for the EA will be used for the purchase of five properties to the south of the commercial service terminal area.*

2. **Solid Waste Impact** – Proposed development, which relates only to airfield development (runways, taxiways, and related items), will not normally include any direct relationship to solid waste collection, control, or disposal other than that associated with the construction itself.

3. **Pollution Prevention** – Agencies are required to comply with applicable pollution control standards, in the prevention, control, and abatement of environmental pollution; and consult with the federal, state, and local agencies concerning the best techniques and methods available for the prevention, control, and abatement of environmental pollution. Pollution prevention strategies should be outlined in the Airport's Stormwater Pollution Prevention Plan and Spill Prevention, Control, and Countermeasures Plan. These strategies will be discussed.

H. **HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES** – A cultural resources survey, to determine the nature and distribution of historical, archaeological, and architectural resources within the study area, will be conducted. This survey will attempt to identify cultural resources and evaluate identified resources for their potential to meet the criteria of significance of the National Register of Historic Places (NRHP). This investigation will involve thorough background research and limited field investigations that will include, at a minimum, a photo-inventory of structures that are likely to be impacted (physically or aesthetically) and that appear to be at least 50 years old. In addition, sufficient information to complete a Standing Structures Form will be collected for each historic structure. This information will provide the basis for the evaluation of the structure with respect to the criteria of significance of the NRHP.

The cultural resources survey will meet the guidelines set forth by the State Historic Preservation Office (SHPO). The background research is designed to provide a description of the kinds of cultural resources likely to be present in the study area. In addition, this research will outline those aspects of the cultural heritage, evident in the study area, that are significant in the development of the region. This information is necessary to properly evaluate the eligibility of an identified cultural resource for the NRHP. This research will involve the review of historic maps of the region and reports on file with the SHPO and other cultural resource agencies. Field inspection will be limited; a historic-architectural survey team will examine standing structures within the study area and an archaeological team will perform a cursory overview of the study area in search of prehistoric, archaeological, and paleontological resources. A Phase I Cultural Resources Report will be prepared and forwarded to the SHPO requesting compliance with the National Historic Preservation Act of 1966, as amended.

***ASSUMPTIONS:***

1. *FAA will be responsible for correspondence with Indian Tribes regarding the project.*

2. *No consultation with the Indian Tribes will be conducted. Should it be determined that consultation is required, this will be prepared as an amendment to this contract.*
3. *If the SHPO determines that a Phase II Cultural Resources Survey is necessary, this task will be performed under a contract amendment.*
4. *Should it be determined that a Memorandum of Understanding (MOU) is required, this will be prepared during the design phase of the proposed project.*

- I. COMPATIBLE LAND USE – Existing land use within the study area (study area – 0.5 miles around JQF and the proposed project site) will be inventoried by windshield surveys. Land use plans and zoning codes will be collected and reviewed. Land use types, to be identified, will include residential, commercial, industrial, and noise sensitive sites (parks, schools, churches, etc.). In addition, community facilities and existing utilities will be inventoried. Information collected will be reviewed. Evaluation of existing land use and land use planning will include impacts to existing zoning, conformance with adopted comprehensive plans, impacts to neighborhoods, and cumulative impacts.

**ASSUMPTION:**

1. *Available land use and zoning data will be provided by the CITY.*

- J. NATURAL RESOURCES AND ENERGY SUPPLY – In general terms, the potential energy consumption required to implement the project during construction and throughout its life, will be determined. Energy conservation measures will be evaluated, if necessary.

- K. NOISE – The proposed project is not anticipated to have an adverse impact on the surrounding community from noise generated by additional aircraft using JQF. However, a noise analysis will be performed using the Aviation Environmental Design Tool (AEDT) 2c to determine the potential impact of noise on the surrounding community for the existing and proposed conditions. Noise contours will be produced ranging from 65 dB DNL to 80 dB DNL at 5 dB increments and plotted on the Airport Layout Plan or an aerial image of the Airport.

**ASSUMPTIONS:**

1. *FAA Aviation Environmental Design Tool (AEDT) 2c will be used to determine potential impacts.*
2. *No monitoring of existing noise will be performed as part of this scope of services.*

- L. SOCIOECONOMIC IMPACTS, ENVIRONMENTAL JUSTICE, AND CHILDREN’S HEALTH AND SAFETY RISKS –

1. **Socioeconomic Impacts** – The impact of the proposed project on potential relocation of residences and/or businesses, changes in surface transportation patterns, disruption of planned development, and significant changes in the potential employment base will be analyzed. Should potential relocations occur, provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, will be utilized to determine compliance.

2. **Environmental Justice** – Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (February 11, 1994) states that to the greatest extent practicable and permitted by law, each federal agency should make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations. A cursory analysis of population impact will be performed.
  
5. **Children’s Health and Safety Risks** – Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks (April 23, 1997), directs federal agencies to identify and assess environmental health risks and safety risks that may disproportionately affect children. Environmental health risks and safety risks include risks to health or to safety that are attributable to products or substances that a child is likely to come in contact with or ingest, such as air, food, drinking water, recreational waters, soil, or products they might use or be exposed to. A cursory qualitative analysis of potential risks will be performed.

**ASSUMPTION:**

1. *A detailed quantitative risk assessment will be performed under a contract amendment, if deemed necessary.*

M. VISUAL EFFECTS –

1. **Light Emissions** – Consideration of the extent to which any lighting associated with the proposed project will create an annoyance to people in the vicinity of the airport will be determined.
  
2. **Visual Impacts** – Visual impact will be identified by examining the visual viewshed, which takes into account the entire landscape and is comprised of two main aspects: views to and views from. If necessary, mitigative measures to avoid adverse visual impacts will be discussed.

N. WATER RESOURCES –

1. **Wetlands** – Jurisdictional wetland areas will be identified and their size, location, type, and function/value estimated, in consultation with the U.S. Army Corps of Engineers (USACE) and other appropriate federal and state agencies. Available reference materials will be reviewed and field investigations will be conducted. Results of the wetland delineation and proposed mitigation plan, if necessary, will be prepared.

**ASSUMPTIONS:**

1. *2. Surveying of wetland boundaries will be performed by GPS and a jurisdictional determination prepared and submitted to the USACE for verification.*
3. *Permitting and mitigation are not included in this Work Authorization.*

2. **Floodplain** – A topographic map with the project boundaries (with 1-foot contour intervals) will be prepared indicating major land surface features. In addition, the 100-year floodplain and floodway boundaries will be identified and described (no field work or flagging of floodplain boundaries will be conducted). In accordance with Executive Order 11988, floodplain impacts will be identified such as effects to existing floodplain values, support of incompatible floodplain development, etc.

**ASSUMPTIONS:**

1. *Floodplain boundaries will not be identified in the field*
  2. *Existing FEMA mapping will be used to identify floodplains.*
3. **Water Quality** – The ambient conditions of streams and other water bodies likely to be impacted by the proposed project will be described. Where available from the review agencies, data for surface water and groundwater quantity and quality will be cited. Potential impacts to water quality will be discussed. Mitigation, in the form of retention/detention basins, runoff channels, etc., will be developed in accordance with **CITY** requirements and federal, state, and local stormwater and water quality regulations.
  4. **Wild and Scenic Rivers** – Wild and scenic rivers within the study area will be identified and potential impacts discussed. Opportunities for the proposed project to provide public access to recreational and scenic amenities at such waterways will be investigated. Mitigative measures, if necessary, will be investigated.
- O. **CUMULATIVE IMPACTS** – **TBE** will discuss the secondary and cumulative impacts on a category-by-category basis for those where impacts will be anticipated. This will include land use, water quality, social, economics, wetlands and other topics for which this discussion will be appropriate.

**ASSUMPTION:**

1. *Indirect and cumulative impact analysis will be performed under a contract amendment, if deemed necessary.*
- P. **IRREVERSIBLE AND IRRETRIEVABLE COMMITMENT OF RESOURCES** – Discussion of the use of resources will be outlined in this section.
- Q. **PERMITS** – Environmental permits required for construction of the proposed project will be identified and a brief description of regulatory requirements will be provided for each.

**TASK 5: DRAFT ENVIRONMENTAL DOCUMENTATION**

**TBE** will prepare a draft environmental assessment (DEA) in accordance with the requirements of National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and*

*Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015), utilizing the technical material previously collected (Task 3). The document will be concise and will include support documents, as necessary. **Four (4)** copies of the preliminary DEA will be distributed for review and comment. Comments will be incorporated and **20** copies of the approved draft document will be prepared for general distribution to the reviewing agencies. The DEA will address the following items:

- A. **PURPOSE AND NEED** – This section will provide a description of the proposed action that addresses, at a minimum:
  - 1. Project purpose
  - 2. Proposed action
  - 3. Relationship of the proposed action to applicable federal, state, and local rules and regulations
  - 4. Public need for the proposed action
- B. **ALTERNATIVES** – This section will discuss a maximum of three build alternatives, and a no-build alternative. Each alternative will be addressed to demonstrate that feasible options were adequately considered.
- C. **AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES** – **TBE** will use the environmental inventory previously conducted to describe the environmental setting in the local, regional, and statewide context. This will serve as the background for preparation of the impact analysis section of the draft document. The impact and mitigation portion of the DEA will identify and describe the primary, secondary, and cumulative environmental impacts on the natural, human, and economic resources. Primary impacts are environmental changes occurring as a result of the proposed action. Secondary impacts are those impacts that extend to the surrounding area from the implementation of the proposed action. Cumulative impacts are normally those occurring over a long period of time that is precipitated directly or indirectly from implementation of the proposed action. Mitigation plans, if required for unavoidable adverse impact will also be discussed.
- D. **PREPARERS** – A list of persons responsible for preparation of the draft document will be included in the document.
- E. **APPENDICES** – Appendices will be included only for analytical information that substantiates an analysis pertinent to the document.

***ASSUMPTIONS:***

- 1. *The **CITY** and **FAA** will review the preliminary DEA document concurrently and will provide comments to **TBE**.*
- 2. ***TBE** will assume one (1) concurrent independent review by the **CITY** and **FAA** prior to approval of the DEA.*

***DELIVERABLES***

- 1. ***Four (4)** copies of the preliminary DEA for review.*



2. *Twenty (20) copies of approved DEA.*

**TASK 6: ADVERTISE, CONDUCT PUBLIC HEARING WORKSHOP, AND EVALUATE COMMENTS**

A. PUBLIC HEARING WORKSHOP –

1. The **CITY** will arrange for the location of the public hearing workshop.
2. **TBE** will prepare the notice of opportunity for a public hearing workshop.
3. **Preparation for the Public Hearing Workshop** – Prepare two (2) sets of color-coded exhibits that identify inventoried resources associated with the proposed action, comment forms, maps and other graphics, and have on hand ten (10) copies of the DEA.
4. **Public Workshop Hearing Attendance** – TBE will attend the public workshop and will provide technical assistance and support to the CITY. **TBE** will be a recorder for oral comments.
5. Public comments received during the public comment period before, during, and after the public hearing workshop will be reviewed, categorized, and evaluated by the CITY and TBE. Appropriate responses will be included in the final document.

***ASSUMPTIONS:***

1. *The **CITY** will select and provide the location for the public hearing workshop.*
2. ***TBE** will provide ten (10) copies of the DEA for the public workshop.*
3. ***TBE** will provide two (2) sets of graphics for identifying the major environmental resources associated with the proposed project.*
4. ***TBE** will prepare the referenced graphics and written materials normally associated with this task and attend the public hearing workshop.*

**TASK 7: FINAL ENVIRONMENTAL DOCUMENTATION**

**TBE** will revise the DEA in accordance with the appropriate regulatory guidance referenced in Task 4. **Four (4)** copies each of the preliminary final environmental assessment (FEA) will be distributed for review and comment. Comments will be incorporated and **10** copies of the approved FEA will be prepared for general distribution to those agencies having provided substantive comments into the FEA. The FEA will include but not be limited to addressing the following issues:

- A. Revise project description to reflect changes as a result of circulation of DEA and input received from the public hearing process.
- B. Revise maps and drawings to reflect changes in location, design, and impact.

- C. Attach written comments received following DEA circulation and public information workshop. Address both verbal and written comments received.
- D. List environmental commitments.

***ASSUMPTIONS:***

1. *The CITY and FAA will review the preliminary FEA concurrently and will provide comments to the TBE.*
2. *TBE will assume one (1) concurrent independent review prior to approval of the FEA.*
3. *FAA will prepare the Finding of No Significant Impact (FONSI).*

***DELIVERABLES:***

1. *Four (4) copies of the preliminary FEA for review; and,*
2. *Ten (10) copies of approved FEA.*

**Cost of Services:** The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The preparation of the EA shall be performed for a lump sum fee, including reimbursable expenses, and special services of **\$254,557.00** The total value of this Work Authorization shall not exceed **\$254,557.00** without additional authorization.

**CITY OF CONCORD:**

**TALBERT, BRIGHT & ELLINGTON, INC.:**

BY: \_\_\_\_\_  
Lloyd Wm. Payne, Jr., ICMA-CM, City Mgr.

BY: \_\_\_\_\_  
Carl M. Ellington, Jr., P.E., Vice President

ATTEST BY:

ATTEST BY:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Charles Brian Salyers, P.E.

*SEAL*

*SEAL*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**APPROVAL BY CITY FINANCE OFFICER**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Pam Hinson, Director of Finance

# EXHIBIT 'A'



**CONTRACT INFORMATION**

PROJECT NO.: 2203-2005  
 PROJECT NAME: AIRPORT MASTER PLAN  
 CLIENT: CHARLOTTE REGIONAL AIRPORT  
 DATE: 08/2015

**DESIGNER INFORMATION**

TALBERT, BRIGHT & ELLINGTON, INC.  
 1000 W. MOUNTAIN VIEW AVENUE, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28203-4400  
 PHONE: 704.366.1111  
 FAX: 704.366.1112  
 WWW.TB&E.COM

**EXISTING BUILDING TABLE**

NO.	NO. OF FLOORS	TOP ELEV.	AREA	DESCRIPTION	NO.	NO. OF FLOORS	TOP ELEV.	AREA	DESCRIPTION
1	1	100.00	10,000	EXISTING TERMINAL BUILDING	1	1	100.00	10,000	EXISTING TERMINAL BUILDING
2	2	100.00	20,000	EXISTING CONCOURSE	2	2	100.00	20,000	EXISTING CONCOURSE
3	3	100.00	30,000	EXISTING CONCOURSE	3	3	100.00	30,000	EXISTING CONCOURSE
4	4	100.00	40,000	EXISTING CONCOURSE	4	4	100.00	40,000	EXISTING CONCOURSE
5	5	100.00	50,000	EXISTING CONCOURSE	5	5	100.00	50,000	EXISTING CONCOURSE
6	6	100.00	60,000	EXISTING CONCOURSE	6	6	100.00	60,000	EXISTING CONCOURSE
7	7	100.00	70,000	EXISTING CONCOURSE	7	7	100.00	70,000	EXISTING CONCOURSE
8	8	100.00	80,000	EXISTING CONCOURSE	8	8	100.00	80,000	EXISTING CONCOURSE
9	9	100.00	90,000	EXISTING CONCOURSE	9	9	100.00	90,000	EXISTING CONCOURSE
10	10	100.00	100,000	EXISTING CONCOURSE	10	10	100.00	100,000	EXISTING CONCOURSE

**ULTIMATE FACILITY TABLE**

NO.	DESCRIPTION	AREA	NO. OF FLOORS	NO.	DESCRIPTION	AREA	NO. OF FLOORS
1	EXISTING TERMINAL BUILDING	10,000	1	1	EXISTING TERMINAL BUILDING	10,000	1
2	EXISTING CONCOURSE	20,000	2	2	EXISTING CONCOURSE	20,000	2
3	EXISTING CONCOURSE	30,000	3	3	EXISTING CONCOURSE	30,000	3
4	EXISTING CONCOURSE	40,000	4	4	EXISTING CONCOURSE	40,000	4
5	EXISTING CONCOURSE	50,000	5	5	EXISTING CONCOURSE	50,000	5
6	EXISTING CONCOURSE	60,000	6	6	EXISTING CONCOURSE	60,000	6
7	EXISTING CONCOURSE	70,000	7	7	EXISTING CONCOURSE	70,000	7
8	EXISTING CONCOURSE	80,000	8	8	EXISTING CONCOURSE	80,000	8
9	EXISTING CONCOURSE	90,000	9	9	EXISTING CONCOURSE	90,000	9
10	EXISTING CONCOURSE	100,000	10	10	EXISTING CONCOURSE	100,000	10

**LEGEND**

PHASE 1 DEVELOPMENT (YELLOW)  
 PHASE 2 DEVELOPMENT (ORANGE)  
 PHASE 3 DEVELOPMENT (GREEN)  
 PHASE 4 DEVELOPMENT (BLUE)

**DEVELOPMENT PHASES**

PHASE 1: 2015-2017  
 PHASE 2: 2018-2020  
 PHASE 3: 2021-2023  
 PHASE 4: 2024-2026

**TALBERT, BRIGHT & ELLINGTON**  
 ARCHITECTS  
 1000 W. MOUNTAIN VIEW AVENUE, SUITE 200  
 CHARLOTTE, NORTH CAROLINA 28203-4400  
 PHONE: 704.366.1111  
 FAX: 704.366.1112  
 WWW.TB&E.COM

# EXHIBIT 'A'

**MANHOUR ESTIMATE**

**TERMINAL DEVELOPMENT AREA ENVIRONMENTAL ASSESSMENT**  
**CONCORD-PADGETT REGIONAL AIRPORT**  
**CONCORD, NORTH CAROLINA**  
**AIP PROJECT NO:**  
**CLIENT PROJECT NO:**  
**TBE PROJECT NO: 2203-2005**

December 15, 2020

DESCRIPTION	PRIN	PM	SP	E5	E3	E2	E1	T5	T3	AD4	AD3
	\$ 250	\$ 205	\$ 151	\$ 172	\$ 118	\$ 105	\$ 80	\$127	\$ 87	\$ 72	\$ 66
<i>PRELIMINARY PROJECT SCOPING</i>											
Develop Project Scope/Contract	4	4	12	0	0	0	0	0	0	0	0
Subconsultant Negotiation and Management	4	4	24	0	0	0	0	0	0	0	0
<i>TASK 1 - PROJECT MANAGEMENT</i>											
Monthly Meeting	20	0	40	0	0	0	0	0	0	0	0
Monthly Status Reports	0	0	16	0	0	0	0	0	0	0	0
Project Management	32	40	60	0	0	0	0	0	0	16	0
Additional Meetings (3)	24	24	24	0	0	0	0	0	0	16	0
Public Information Meeting (2)	16	16	16	0	0	0	0	0	0	16	0
<i>TASK 2 - STATE, FEDERAL, AND LOCAL AGENCY COORDINATION</i>											
Agency Meetings	0	0	16	0	0	0	0	0	0	0	0
Scoping Letter	0	0	4	0	0	0	0	0	0	0	0
Letter of Intent	0	0	4	0	0	0	0	0	0	0	0
<i>TASK 3 - TERMINAL DEVELOPMENT AREA ANALYSIS</i>											
Forecast Annual Commercial Operations	0	0	12	0	0	0	0	0	0	0	0
Forecast Annual Enplanements	0	0	12	0	0	0	0	0	0	0	0
Forecast Narrative	0	0	24	0	0	0	0	0	0	0	0
<i>TASK 4 - ENVIRONMENTAL INVENTORY, EVALUATION, AND ANALYSIS</i>											
Air Quality	0	0	8	0	0	0	4	0	0	0	0
Biological Resources	0	0	4	0	0	0	2	0	0	0	0
Climate	0	0	4	0	0	0	2	0	0	0	0
Coastal Resources	0	0	8	0	0	0	0	0	0	0	0
Department of Transportation Act: Section 4(f)	0	0	1	0	0	0	0	0	0	0	0
Farmlands	0	0	1	0	0	0	0	0	0	0	0
Hazardous Materials, Solid Waste, and Pollution Prevention	0	0	8	0	0	0	4	4	0	0	0
Historical, Architectural, Archaeological, and Cultural Resources	0	0	8	0	0	0	2	0	0	0	0
Compatible Land Use	0	0	4	0	0	0	2	0	0	0	0
Natural Resources and Energy Supply	0	0	8	0	0	0	4	0	0	0	0
Noise	4	0	134	0	0	0	0	16	0	8	0
Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks	0	0	8	0	0	0	4	0	0	0	0
Visual Effects	0	0	8	0	0	0	4	0	0	0	0
Water Resources											
Wetlands	0	0	8	0	0	0	4	0	0	0	0
Floodplains	0	0	4	0	0	0	2	0	0	0	0
Water Quality	0	0	4	0	0	0	4	4	0	0	0
Wild and Scenic Rivers	0	0	1	0	0	0	0	0	0	0	0
Cumulative Impacts	0	0	4	0	0	0	2	0	0	0	0
Irreversible and Irrecoverable Commitment of Resources	0	0	4	0	0	0	2	0	0	0	0
Permits	0	0	4	0	0	0	2	0	0	0	0
<i>TASK 5 - DRAFT ENVIRONMENTAL DOCUMENTATION</i>											
Purpose and Need	0	0	8	0	0	0	4	0	0	0	0
Alternatives	8	16	32	0	0	0	16	0	0	0	0
Affected Environment	0	0	8	0	0	0	4	0	0	0	0
Environmental Consequences	0	0	20	0	0	0	24	24	0	0	0
Preparers/Appendices	0	0	2	0	0	0	1	0	0	0	0
Comments and Coordination	0	0	4	0	0	0	2	0	0	0	0
Preliminary Draft Environmental Document	8	8	16	0	0	0	16	16	0	0	0
Final Draft Environmental Document	8	8	16	0	0	0	16	16	0	0	2
<i>TASK 6 - ADVERTISE, CONDUCT PUBLIC HEARING, AND EVALUATE COMMENTS</i>											
Prepare Advertisement	0	0	2	0	0	0	1	0	0	0	1

# EXHIBIT 'A'

**MANHOOR ESTIMATE**

**TERMINAL DEVELOPMENT AREA ENVIRONMENTAL ASSESSMENT**  
**CONCORD-PADGETT REGIONAL AIRPORT**  
**CONCORD, NORTH CAROLINA**  
**AIP PROJECT NO:**  
**CLIENT PROJECT NO:**  
**TBE PROJECT NO: 2203-2005**

December 15, 2020

DESCRIPTION	PRIN	PM	SP	E5	E3	E2	E1	T5	T3	AD4	AD3
	\$ 250	\$ 205	\$ 151	\$ 172	\$ 118	\$ 105	\$ 80	\$127	\$ 87	\$ 72	\$ 66
Prepare Public Hearing Exhibits	0	0	8	0	0	0	16	16	0	0	1
Attend Public Hearing	8	8	8	8	0	0	8	0	0	8	0
Prepare Comment Responses	0	0	8	0	0	0	8	8	0	24	0
<i>TASK 7 - FINAL ENVIRONMENTAL DOCUMENTATION</i>											
Revise Draft Environmental Document	0	0	16	0	0	0	16	16	0	0	2
Preliminary Final Environmental Document	8	8	8	0	0	0	0	0	0	0	2
Final Environmental Document	8	8	16	0	0	0	16	16	0	0	0
<b>MANHOOR TOTAL</b>	<b>152</b>	<b>144</b>	<b>669</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>192</b>	<b>136</b>	<b>0</b>	<b>88</b>	<b>8</b>

**DIRECT LABOR EXPENSES:**  
**CLASSIFICATION**

		BILL	EST.	EST.
		RATE	MHRS	COST
Principal	PRIN	\$ 250	152	\$ 38,000
Project Manager	PM	\$ 205	144	\$ 29,520
Senior Planner	SP	\$ 151	669	\$ 101,019
Engineer V	E5	\$ 172	8	\$ 1,376
Engineer III	E3	\$ 118	-	\$ -
Engineer II	E2	\$ 105	-	\$ -
Engineer I	E1	\$ 80	192	\$ 15,360
Technician V	T5	\$ 127	136	\$ 17,272
Technician III	T3	\$ 87	-	\$ -
Admin. Assistant IV	AD4	\$ 72	88	\$ 6,336
Admin. Assistant III	AD3	\$ 66	8	\$ 528
	Total		1,397	
<b><i>SUBTOTAL</i></b>				<b>\$ 209,411.00</b>

**DIRECT EXPENSES:**

EXPENSE DESCRIPTION	UNIT	UNIT	EST.	EST.
		RATE	UNITS	COST
Telephone	LS	\$ 250.00	2	\$ 500
Postage	LS	\$ 500.00	2	\$ 1,000
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 500.00	2	\$ 1,000
Travel/Per Diem	LS	\$ 3,000.00	2	\$ 6,000
Draft Environmental Document	EA	\$ 250.00	24	\$ 6,000
Final Environmental Document	EA	\$ 250.00	14	\$ 3,500
Presentation Materials	LS	\$ 2,500.00	1	\$ 2,500
<b><i>SUBTOTAL</i></b>				<b>\$ 20,500.00</b>

**SCOPE OF SUCONTRACTED SERVICES:**

EXPENSE DESCRIPTION	UNIT	UNIT	EST.	EST.
		RATE	UNITS	COST
S&ME, Inc. (Wetland Jurisdictional Determination, Threatened and Endangered Species Assessment, and Phase I ESA)	LS	\$ 11,385.00		\$ 11,385.00
Brockington & Associates (Cultural Resources Assessment)	LS	\$ 13,260.56		\$ 13,260.56
<b><i>SUBTOTAL</i></b>				<b>\$ 24,645.56</b>

**TOTAL COST: \$ 254,556.56**

CAPITAL PROJECT ORDINANCE AMENDMENT

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The project authorized is the **Environmental Assessment for South Apron and Terminal Expansion**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
451-4357000	State Aid	2,924,687	2,950,162	25,475
451-4357000				
451-4357300	Federal Aid	24,356,556	24,585,658	229,102
451-4357300				
<b>Total</b>				<b>254,557</b>

SECTION 4. The following amounts are appropriated for the project:

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
6301-5800448				
6301-5800448	EA S Apron & Term Expans.	0	254,557	254,557
<b>Total</b>				<b>254,557</b>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of April, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_



Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

Bid Tabulation Summary							
2021-013 Coddle Creek Water Treatment Plant Lagoon Sludge Removal							
				Bionomic Services , Inc.		Merrell Brothers, Inc.	
No.	Description	Units	QTY.	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)
1	Dewater Sludge	3350	TON	\$ 71.00	\$ 237,850.00	\$ 147.35	\$ 493,622.50
				<b>Estimated Base Cost</b>	\$ 237,850.00		\$ 493,622.50
				<b>10% Contingency</b>	\$ 23,785.00		\$ 49,362.25
				<b>Total Estimated Cost</b>	\$ 261,635.00		\$ 542,984.75
				Bid Bond	Yes		Yes
				Irregularities	None		None

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project.

*Emiguel Blot*

3-18-2021

City of Concord, North Carolina

**Preliminary Application – Extension of Concord Utilities outside Concord City Limits**

(Please type or print in black ink)

1. Name of development: N/A
2. Name and address of owner(s)/developer(s): Tommy B. Fisher  
7417- Untz Concord, N
3. Owner(s)/developer(s) telephone: 704-701-9330 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer:  
existing house - (40 yrs)
5. Surveyor/engineer's telephone: N/A Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): N/A
7. Name and address of person to whom comments should be sent: \_\_\_\_\_  
Tommy or Teresa Fisher
8. Telephone number of person to whom comments should be sent: 704-701-9330  
Fax: email - tommy@gemlog.net Teresa
9. Location of property: 7417 Untz Rd, Concord, NC 28027
10. Cabarrus County P.I.N.#: 46913494030000
11. Current zoning classification: Residential - Rural
12. Total acres: 2 acs Total lots proposed: 1
13. Brief Description of development: all Homes have been  
here 30, 40, 50 years - we are on Corner Untz +
14. Proposed Construction Schedule as soon as we can Cessna Rd
15. Type of Service requested Water

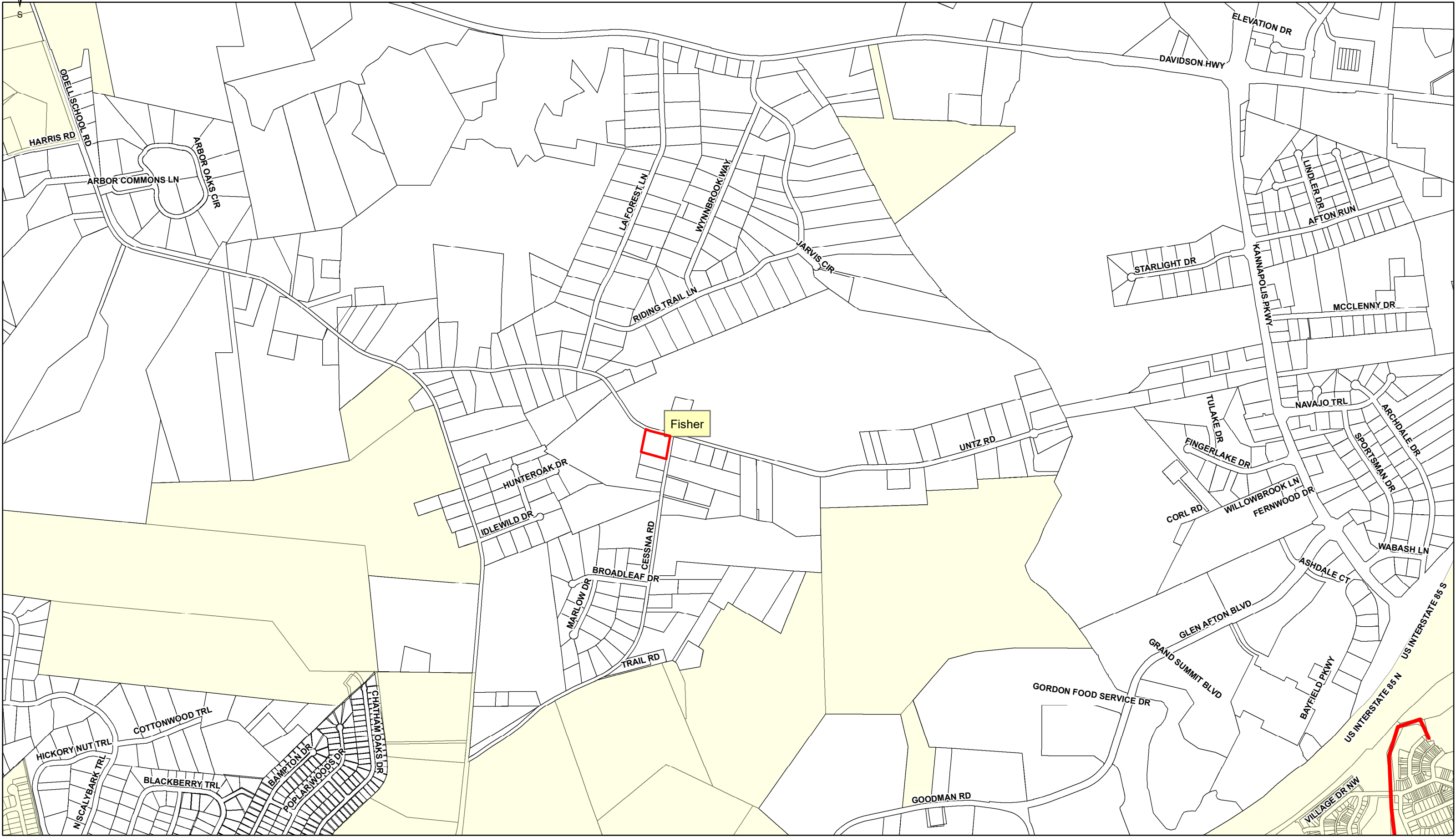
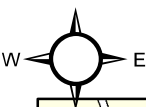
2-25-21  
DateTommy B. Fisher  
Signature of Owner/AgentTommy B. Fisher  
Name (printed)

**NOTE:** By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

**Staff Use Only:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

# Preliminary Application



1 in = 1,000 ft



# City Council

## 2021 Meeting Schedule

Location: 35 Cabarrus Ave, W, Concord, NC 28025

The Concord City Council meets every second Thursday of each month at 6:00 p.m.

A work session is held on the preceding Tuesday at 4:00 p.m.

**\*\*A second work session is held every third Tuesday of each month from 11:00 a.m. to 1:00 p.m.\*\***

The meetings are held in the Council Room of City Hall located at 35 Cabarrus Avenue, West.

Month	Work Session date	Regular session date	2 <sup>nd</sup> Work Session date
January	12	14	
February	9	11	
March	9	11	
April	6	8	20
May	11	13	18
June	8	10	15
July	6	8	20
August	10	12	17
September	7	9	21
October	12	14	19
* November	9	10 *	16
December	7	9	21

\* The November City Council meeting will be held on Wednesday, November 10<sup>th</sup>, due to City offices being closed Thursday, November 11<sup>th</sup> for Veteran's Day \*

**\*\* At the April 8, 2021 City Council meeting, the Council voted to amended the 2021 Meeting Schedule to include the 2<sup>nd</sup> Work Session dates as listed \*\***

## LEASE FOR WINECOFF SCHOOL FIELDS

This Lease Agreement (hereinafter referred to as “Agreement” or “Lease Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Cabarrus, North Carolina (hereinafter referred to as “County”); and the City of Concord, North Carolina (hereinafter referred to as “City”) for the lease of the Winecoff School Fields (hereinafter referred to as “Park”) as shown in Exhibit A attached.

### WITNESSETH:

WHEREAS, this Agreement is executed pursuant to G.S. 160A-274, which provides for the lease and joint use of governmental property;

WHEREAS, the County and the City desire to cooperatively provide recreational and park services, programs and facilities for the welfare and quality of life of their citizens;

WHEREAS, the County has developed a 6.88-acre public park near Winecoff Elementary School and wishes to enter into this Agreement with the City to manage, operate, program, and maintain the park;

WHEREAS, the County and the City intent this Agreement to set forth certain responsibilities and obligations between the parties relating to the management, operations, programming, and maintenance of a public park in the County;

WHEREAS, the City and County both strive for efficient use of tax dollars and joint projects between the City and County reduce duplication of services and promote more effective use of public monies;

NOW THEREFORE, upon valuable consideration, the receipt of which is hereby acknowledged by each party and upon the premises contained here, the parties agree as follows:

### ARTICLE I: PARK PROPERTY LEASE AND ASSETS

1.0 Park Property. The County owns 6.88 acres of land found next to Winecoff Elementary School at 375 Winecoff School Road, Concord, NC 28027. The County has developed this land to include public ballfields with supporting structures named Winecoff School Fields, as shown in Exhibit A attached.

1.1 Lease of Park Property. The County and City agree that the City will lease the Park property from the County upon the terms and conditions set in this agreement.

1.2 Term. The term of the lease of the Park 50 years, beginning August 1, 2021 and ending on September 30, 2071 (“Term”).

1.3 Annual Lease Payment. The City must pay an annual lease payment of one dollar (\$1.00) to the County to lease the Park from the County. The County may not require the City to pay any other fees to the County for the lease, operations, programming, or maintenance of the Park.

### ARTICLE II: PARK DESIGN AND DEVELOPMENT

2.1 Initial Condition of the Park. The County must address any safety and repair concerns identified during a joint walkthrough with City and County staff that occurs prior to this agreement becoming effective. The City is responsible for all other costs to maintain the Park and its facilities unless otherwise provided in this Agreement.

2.2 Future Development. The quality of the Park and its development shall continue as an ongoing project throughout the term of this Agreement and the City may develop additional recreational facilities within the Park later at its sole discretion. These improvements and all design construction costs will be at no cost to the County. Any alteration, addition or improvement will be completed in good and workmanlike manner in accordance with plans, specifications, and drawings and in compliance with all applicable laws, regulations, and codes. All fixed assets installed or located in the Park by the City remain the property of the County. Any Park facilities or other fixed assets constructed by the City during the term of the lease shall become property of the County and leased by the City at no additional cost.

### ARTICLE III: PARK OPERATIONS

3.1 Park Management. During the term of the Agreement, the City shall manage, operate, program, and supervise use of the Park for the benefit of the public.

3.2 Park Operations. The City shall provide, promote, administer, and operate recreational facilities, programs, and services in the Park, consistent with other City parks and recreational facilities, inclusive of all operational hours. The City may, at its discretion and sole expense, choose to expand the hours and days of the operation of the Park, consistent with other parks in the City's park system.

3.3 Third-Party Agreement. The City may execute and enter in such agreements with third parties as it considers necessary or advisable for the provision of programs and services offered at the Park.

3.4 Fees and Charges. The City may adopt a Facility Rental Policy and Fee Schedule for use of the Park and its facilities and participation in Park programs and services. The City may apply different fee amounts city residents and non-city residents for programs and park services. The City must assess consistent facility use charges, such as those charged for ball field rentals, without regard for the renter's city of residence. The City may revise fees and charges at its discretion. All fees, charges and other revenue collected, including concession revenue, belong to the City.

3.5 Utilities. The City must pay all water, sewer, electric and other utility charges for services to the Park beginning August 1, 2021.

3.6 Field Sponsorships. The City may solicit and approve corporate sponsors for fields and facilities at the Park. All sponsors may display signage with sponsor name and logo, as approved by the City and Cabarrus County Schools. Any revenue derived from field or facility sponsorships belong to the City.

### ARTICLE IV: PARK MAINTENANCE, REPAIRS AND USE OF FACILITY

4.1 Use of Property. The City will have the exclusive use of the Park, including all fields, common areas, concession facilities, and bathroom facilities in the Park. The City must use the Park in accordance with all applicable laws, rules, codes, regulations, and ordinances.

4.2 Maintenance Responsibilities. The City must maintain the Park as part of the City's park system and in a manner consistent with maintenance performed at other City park and recreational facilities. The City may contract for maintenance and grounds keeping services at the Park with a private contractor. The City will be solely responsible to repair and maintain and keep the Park in good order and condition in accordance with applicable ordinances, ordinary wear and tear, casualty loss and condemnation excepted.

4.3 Maintenance Schedule. The City must adopt a maintenance schedule for the Park consistent with maintenance schedules at other comparable City park and recreation facilities.

4.4 Repairs and Replacement of Facilities. The City shall be responsible for the general repairs, replacement and maintenance of all park facilities and improvements at the Park, including structural repairs to roofs, asphalt, fencing, buildings, etc.

#### ARTICLE V: DAMAGE OR DESTRUCTION AND MAJOR REPAIRS

5.1 Repair and Restoration. Notwithstanding paragraph 5.2, if at any time during the Term, the Park or any part of the Park is damaged or destroyed by fire or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, the City must, with reasonable diligence, repair, alter, restore, replace, or rebuild the same as nearly as possible to its value, condition, and character immediately prior to such damage or destruction.

Notwithstanding the foregoing, if (i) the available insurance proceeds are insufficient to repair, alter, restore or rebuild the Park or any part thereof to as nearly as possible to its value, condition, character immediately prior to such damage or destruction, (ii) fire or other casualty renders the whole or any material part of the Park untenable or unusable for its intended purposes, and the City determines in its reasonable discretion, that it cannot make the Park tenantable or usable for its intended purposes within one hundred eighty (180) days after the casualty, then the City may, in its sole discretion, terminate the Lease Agreement by providing thirty (30) days' prior notice of such election to terminate and giving the County all applicable insurance proceeds in the amounts required by the Agreement. Anything here to the contrary notwithstanding, the City must immediately secure the Park, undertake temporary repairs and work necessary to protect the public and to protect the Park from further damage.

5.2 Shared Responsibility. The County and the City shall share in equal portions the reasonable and necessary costs of significant repairs to or replacement of the Park's capital fixed infrastructure, such as the outdoor lighting system.

#### ARTICLE VII: MISCELLANEOUS

7.1 Indemnity and Insurance. The City and the County do hereby indemnify and hold harmless each other from any and all liabilities, losses, costs or expenses whatsoever (including without limitation, attorneys' fees and court costs) as they are incurred and finally awarded,



arising out of, attributable to or resulting from any claims by the other party, its agents, invitees, employees, or by any third parties, as a result of occurrences within the Park. The City shall maintain in force during the Term of the Lease Agreement, public liability insurance naming the County as an additional insured, with coverage in an amount of no less than \$1,000,000,.00 per occurrence. Such policy shall have a provision that the policy cannot be canceled without thirty (30) days prior written notice to the County. A copy of said policy or endorsement and each renewal thereof during the Term of this Lease Agreement shall be delivered to the County.

7.2 Entry upon Abandonment. In the event the City at any time during the Term of this Lease Agreement abandons the Park or any part thereof, the County may, at County's option, retake possession of the Property.

73. Miscellaneous. Each Party to this Agreement further agrees as follows:

- i. Without further consideration, each party shall at any time, and from time to time, execute and deliver to any other party such further documents, and take such other action, as another party may reasonably request in order to effectuate the purposes of this Agreement.
- ii. All understandings and agreements heretofore had between the parties are merged in this Agreement and the related agreements, if any, executed in conjunction with this Agreement all of which together fully and completely express their agreement, and no representations or warranties have been made by any party to another party except as are herein expressly set forth or required pursuant to this Agreement and the related agreements, if any, executed in conjunction with this Agreement.
- iii. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both the City and the County. The parties hereto may amend the Exhibits attached hereto by mutual agreement as many times as needed by attaching an initialed Exhibit hereto with the same name as the Exhibit they are replacing but with a consecutive number added to the end of the Exhibit letter for each amendment (e.g. Exhibit A-1, followed by Exhibit A-2).
- iv. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.
- v. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- vi. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not make invalid the rest of the Agreement.

vii. The execution and delivery of this Agreement and the performance of the obligations hereunder have been duly authorized by all requisite actions required by law of each party.

viii. Any correspondence relating to Winecoff School Fields should be sent to the following Address:

City of Concord  
Director of Parks and Recreation  
P.O. Box 308  
Concord, NC 28026

IN WITNESS WHEREOF, the Cabarrus County Commissioners and the Concord City Council have approved this Agreement and caused it to be executed and attested by their duly authorized officials.

COUNTY OF CABARRUS

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

[SEAL]

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Cabarrus County Finance Director

CITY OF CONCORD

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

[SEAL]

Approved as to form:

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act.


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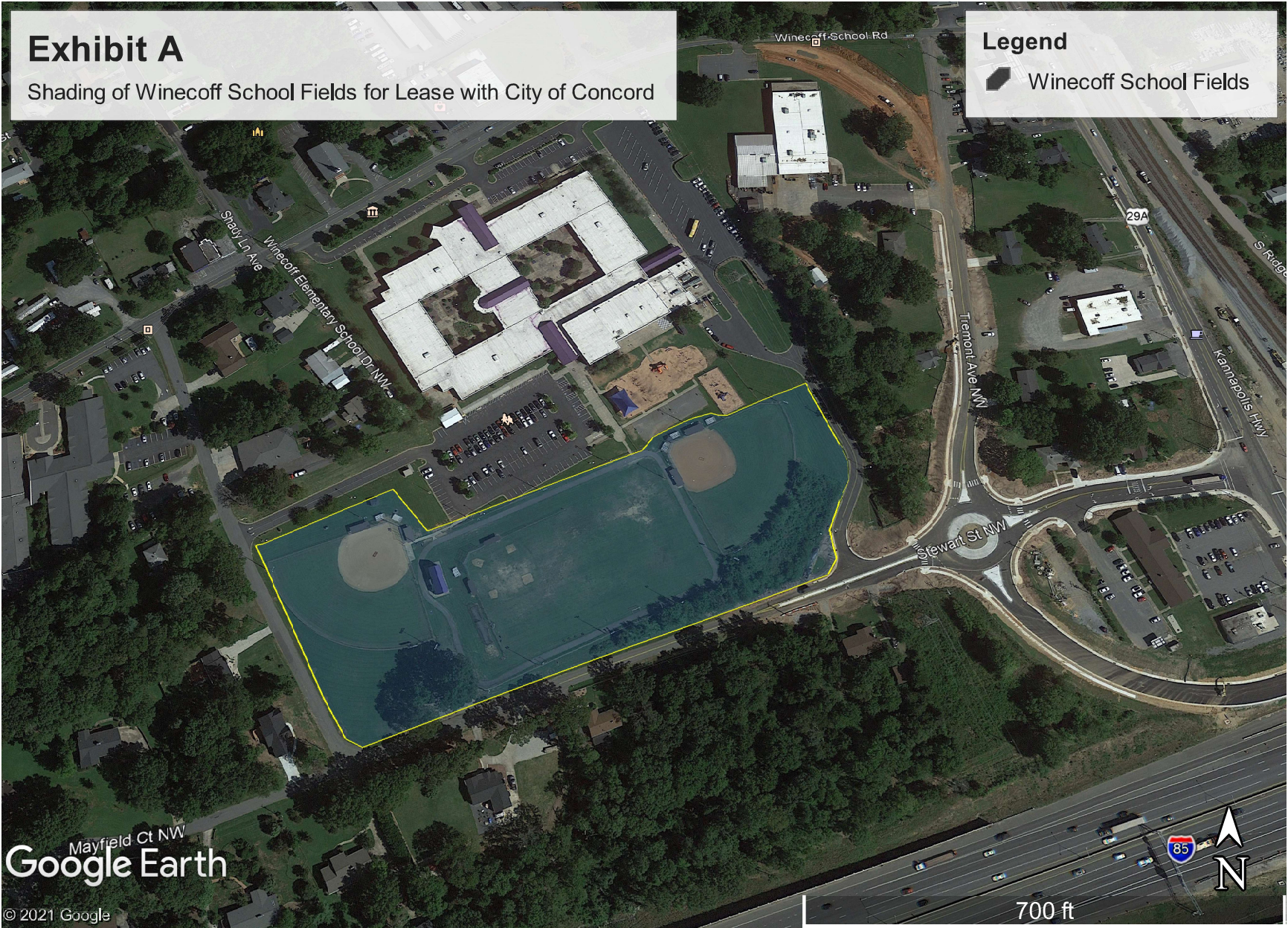
City of Concord Finance Director

# Exhibit A

Shading of Winecoff School Fields for Lease with City of Concord

## Legend

 Winecoff School Fields



## LEASE FOR PITTS SHOOOL FIELDS

This Lease Agreement (hereinafter referred to as “Agreement” or “Lease Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the County of Cabarrus, North Carolina (hereinafter referred to as “County”); and the City of Concord, North Carolina (hereinafter referred to as “City”) for the lease of the Pitts School Fields (hereinafter referred to as “Park”) as shown in Exhibit A attached.

### WITNESSETH:

WHEREAS, this Agreement is executed pursuant to G.S. 160A-274, which provides for the lease and joint use of governmental property;

WHEREAS, the County and the City desire to cooperatively provide recreational and park services, programs and facilities for the welfare and quality of life of their citizens;

WHEREAS, the County has developed an 8.23-acre public park near Pitts School Road Elementary and wishes to enter into this Agreement with the City to manage, operate, program, and maintain the park;

WHEREAS, the County and the City intent this Agreement to set forth certain responsibilities and obligations between the parties relating to the management, operations, programming, and maintenance of a public park in the County;

WHEREAS, the City and County both strive for efficient use of tax dollars and joint projects between the City and County reduce duplication of services and promote more effective use of public monies;

NOW THEREFORE, upon valuable consideration, the receipt of which is hereby acknowledged by each party and upon the premises contained here, the parties agree as follows:

### ARTICLE I: PARK PROPERTY LEASE AND ASSETS

1.0 Park Property. The County owns 8.23 acres of land found next to Pitts School Road Elementary at 720 Pitts School Road SW, Concord, NC 28027. The County has developed this land to include public ballfields with supporting structures named Pitts School Fields, as shown in Exhibit A attached.

1.1 Lease of Park Property. The County and City agree that the City will lease the Park property from the County upon the terms and conditions set in this agreement.

1.2 Term. The term of the lease of the Park 50 years, beginning August 1, 2021 and ending on September 30, 2071 (“Term”).

1.3 Annual Lease Payment. The City must pay an annual lease payment of one dollar (\$1.00) to the County to lease the Park from the County. The County may not require the City to pay any other fees to the County for the lease, operations, programming, or maintenance of the Park.

### ARTICLE II: PARK DESIGN AND DEVELOPMENT

2.1 Initial Condition of the Park. The County must address any safety and repair concerns identified during a joint walkthrough with City and County staff that occurs prior to this agreement becoming effective. The City is responsible for all other costs to maintain the Park and its facilities unless otherwise provided in this Agreement.

2.2 Future Development. The quality of the Park and its development shall continue as an ongoing project throughout the term of this Agreement and the City may develop additional recreational facilities within the Park later at its sole discretion. These improvements and all design construction costs will be at no cost to the County. Any alteration, addition or improvement will be completed in good and workmanlike manner in accordance with plans, specifications, and drawings and in compliance with all applicable laws, regulations, and codes. All fixed assets installed or located in the Park by the City remain the property of the County. Any Park facilities or other fixed assets constructed by the City during the term of the lease shall become property of the County and leased by the City at no additional cost.

### ARTICLE III: PARK OPERATIONS

3.1 Park Management. During the term of the Agreement, the City shall manage, operate, program, and supervise use of the Park for the benefit of the public.

3.2 Park Operations. The City shall provide, promote, administer, and operate recreational facilities, programs, and services in the Park, consistent with other City parks and recreational facilities, inclusive of all operational hours. The City may, at its discretion and sole expense, choose to expand the hours and days of the operation of the Park, consistent with other parks in the City's park system.

3.3 Third-Party Agreement. The City may execute and enter in such agreements with third parties as it considers necessary or advisable for the provision of programs and services offered at the Park.

3.4 Fees and Charges. The City may adopt a Facility Rental Policy and Fee Schedule for use of the Park and its facilities and participation in Park programs and services. The City may apply different fee amounts city residents and non-city residents for programs and park services. The City must assess consistent facility use charges, such as those charged for ball field rentals, without regard for the renter's city of residence. The City may revise fees and charges at its discretion. All fees, charges and other revenue collected, including concession revenue, belong to the City.

3.5 Utilities. The City must pay all water, sewer, electric and other utility charges for services to the Park beginning August 1,2021.

3.6 Field Sponsorships. The City may solicit and approve corporate sponsors for fields and facilities at the Park. All sponsors may display signage with sponsor name and logo, as approved by the City and Cabarrus County Schools. Any revenue derived from field or facility sponsorships belong to the City.

### ARTICLE IV: PARK MAINTENANCE, REPAIRS AND USE OF FACILITY

4.1 Use of Property. The City will have the exclusive use of the Park, including all fields, common areas, concession facilities, and bathroom facilities in the Park. The City must use the Park in accordance with all applicable laws, rules, codes, regulations, and ordinances.

4.2 Maintenance Responsibilities. The City must maintain the Park as part of the City's park system and in a manner consistent with maintenance performed at other City park and recreational facilities. The City may contract for maintenance and grounds keeping services at the Park with a private contractor. The City will be solely responsible to repair and maintain and keep the Park in good order and condition in accordance with applicable ordinances, ordinary wear and tear, casualty loss and condemnation excepted.

4.3 Maintenance Schedule. The City must adopt a maintenance schedule for the Park consistent with maintenance schedules at other comparable City park and recreation facilities.

4.4 Repairs and Replacement of Facilities. The City shall be responsible for the general repairs, replacement and maintenance of all park facilities and improvements at the Park, including structural repairs to roofs, asphalt, fencing, buildings, etc.

#### ARTICLE V: DAMAGE OR DESTRUCTION AND MAJOR REPAIRS

5.1 Repair and Restoration. Notwithstanding paragraph 5.2, if at any time during the Term, the Park or any part of the Park is damaged or destroyed by fire or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, the City must, with reasonable diligence, repair, alter, restore, replace, or rebuild the same as nearly as possible to its value, condition, and character immediately prior to such damage or destruction.

Notwithstanding the foregoing, if (i) the available insurance proceeds are insufficient to repair, alter, restore or rebuild the Park or any part thereof to as nearly as possible to its value, condition, character immediately prior to such damage or destruction, (ii) fire or other casualty renders the whole or any material part of the Park untenable or unusable for its intended purposes, and the City determines in its reasonable discretion, that it cannot make the Park tenantable or usable for its intended purposes within one hundred eighty (180) days after the casualty, then the City may, in its sole discretion, terminate the Lease Agreement by providing thirty (30) days' prior notice of such election to terminate and giving the County all applicable insurance proceeds in the amounts required by the Agreement. Anything here to the contrary notwithstanding, the City must immediately secure the Park, undertake temporary repairs and work necessary to protect the public and to protect the Park from further damage.

5.2 Shared Responsibility. The County and the City shall share in equal portions the reasonable and necessary costs of significant repairs to or replacement of the Park's capital fixed infrastructure, such as the outdoor lighting system.

#### ARTICLE VII: MISCELLANEOUS

7.1 Indemnity and Insurance. The City and the County do hereby indemnify and hold harmless each other from any and all liabilities, losses, costs or expenses whatsoever (including without limitation, attorneys' fees and court costs) as they are incurred and finally awarded,

arising out of, attributable to or resulting from any claims by the other party, its agents, invitees, employees, or by any third parties, as a result of occurrences within the Park. The City shall maintain in force during the Term of the Lease Agreement, public liability insurance naming the County as an additional insured, with coverage in an amount of no less than \$1,000,000.00 per occurrence. Such policy shall have a provision that the policy cannot be canceled without thirty (30) days prior written notice to the County. A copy of said policy or endorsement and each renewal thereof during the Term of this Lease Agreement shall be delivered to the County.

7.2 Entry upon Abandonment. In the event the City at any time during the Term of this Lease Agreement abandons the Park or any part thereof, the County may, at County's option, retake possession of the Property.

73. Miscellaneous. Each Party to this Agreement further agrees as follows:

- i. Without further consideration, each party shall at any time, and from time to time, execute and deliver to any other party such further documents, and take such other action, as another party may reasonably request in order to effectuate the purposes of this Agreement.
- ii. All understandings and agreements heretofore had between the parties are merged in this Agreement and the related agreements, if any, executed in conjunction with this Agreement all of which together fully and completely express their agreement, and no representations or warranties have been made by any party to another party except as are herein expressly set forth or required pursuant to this Agreement and the related agreements, if any, executed in conjunction with this Agreement.
- iii. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both the City and the County. The parties hereto may amend the Exhibits attached hereto by mutual agreement as many times as needed by attaching an initialed Exhibit hereto with the same name as the Exhibit they are replacing but with a consecutive number added to the end of the Exhibit letter for each amendment (e.g. Exhibit A-1, followed by Exhibit A-2).
- iv. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.
- v. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- vi. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not make invalid the rest of the Agreement.



vii. The execution and delivery of this Agreement and the performance of the obligations hereunder have been duly authorized by all requisite actions required by law of each party.

viii. Any correspondence relating to Pitts School Fields should be sent to the following address:

City of Concord  
Director of Parks and Recreation  
P.O. Box 308  
Concord, NC 28026

IN WITNESS WHEREOF, the Cabarrus County Commissioners and the Concord City Council have approved this Agreement and caused it to be executed and attested by their duly authorized officials.

COUNTY OF CABARRUS

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

[SEAL]

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Cabarrus County Finance Director

CITY OF CONCORD

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

[SEAL]

Approved as to form:

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act.



---

City of Concord Finance Director

# Exhibit A

Shading of Pitt School Fields for Lease with City of Concord

**Legend**

-  720 Pitts School Rd SW
-  Pitt School Fields



Google Earth

© 2021 Google

600 ft

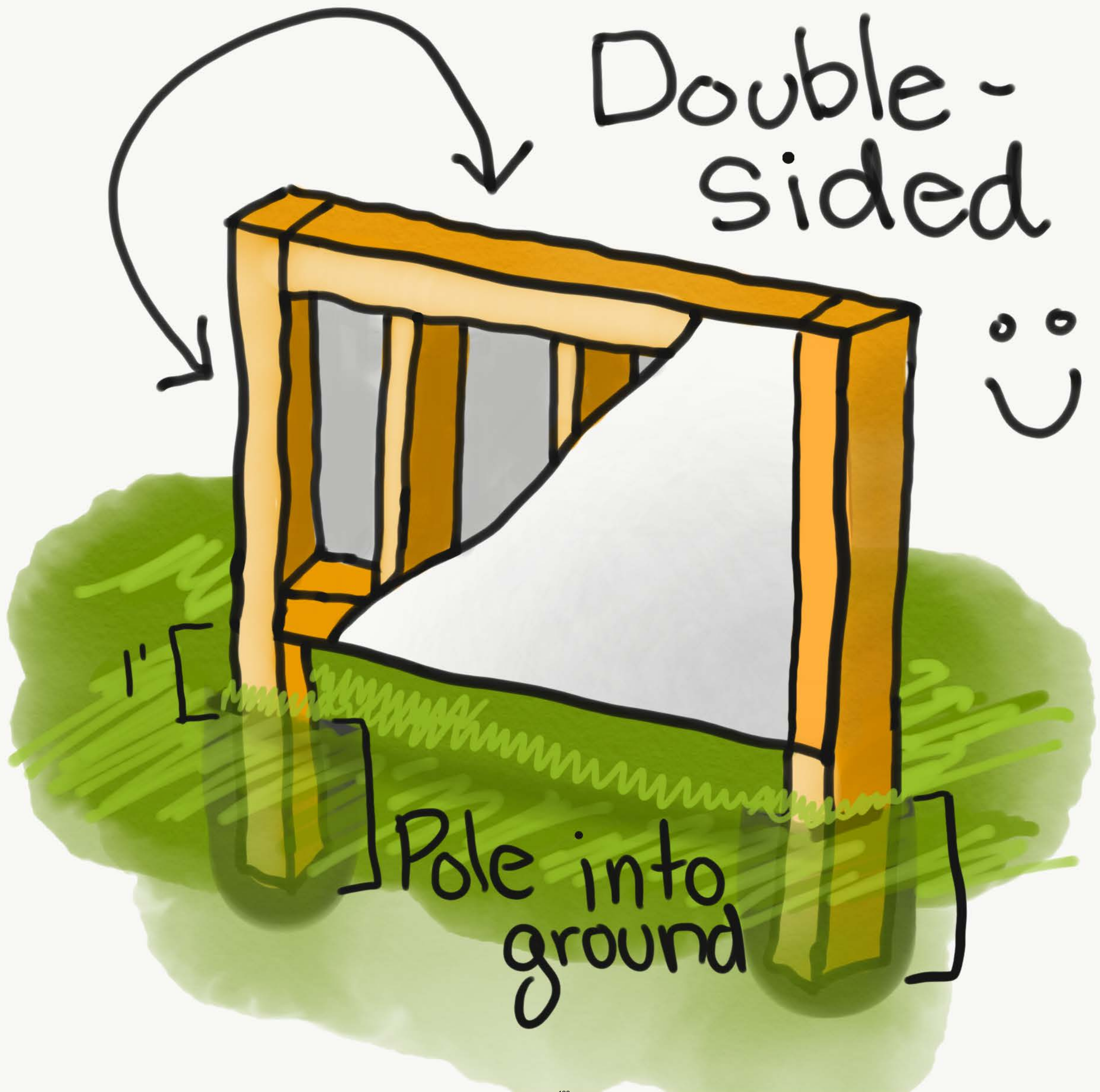


Clearwater Arts Center & Studio

Cleanwater Market

# Legend

- 210' Parcel Distances
- 16' Panel sizes
- Panel location
- Gravel pathway
- Lot lines

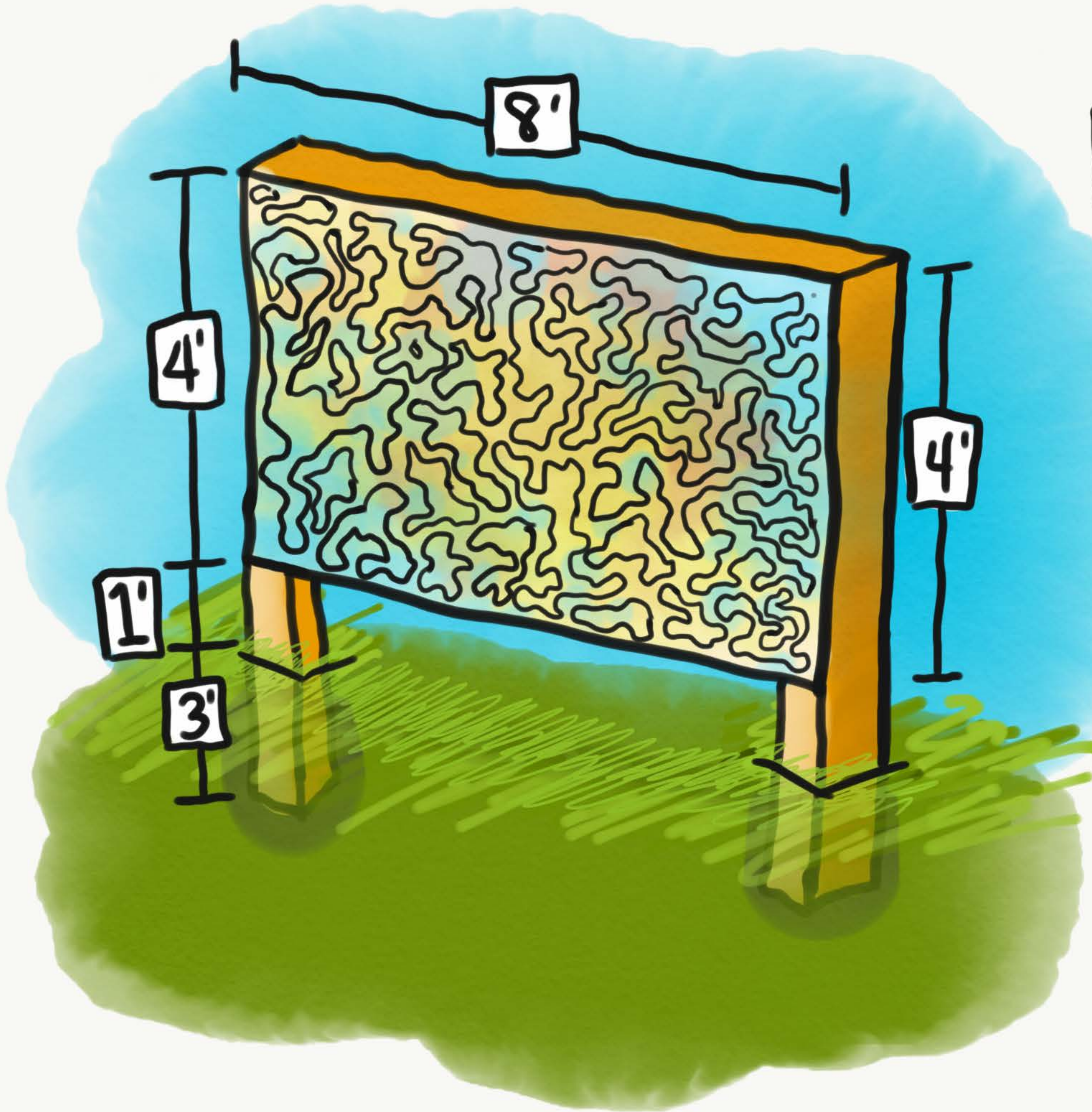


Double-Sided



Pole into ground

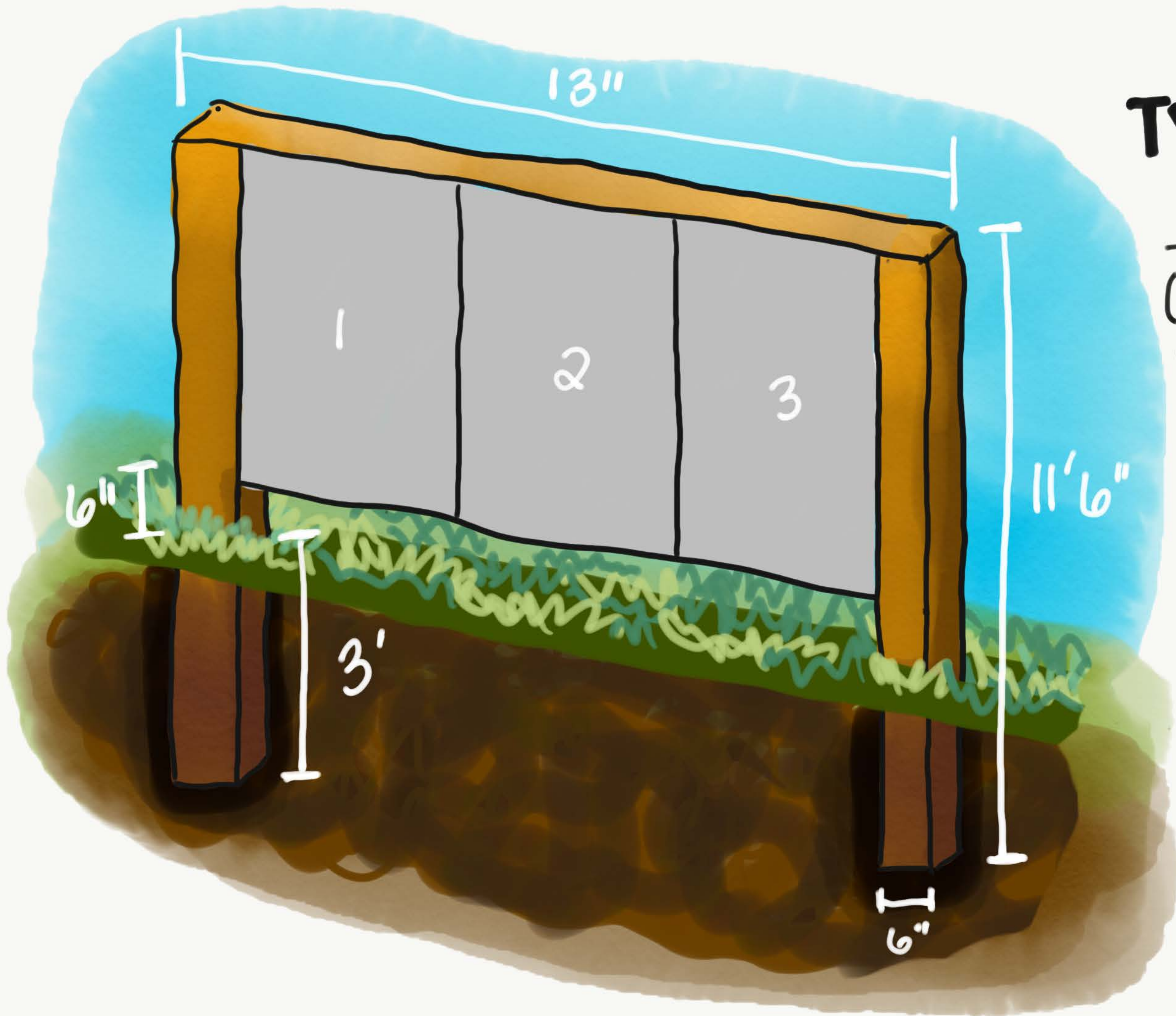
"Small"



## EIGHT FOOT PANEL

- (1) 4'x8' Board
- 4"x4" Poles
- 3' Holes
- 1' Ground gap
- Double-Sided

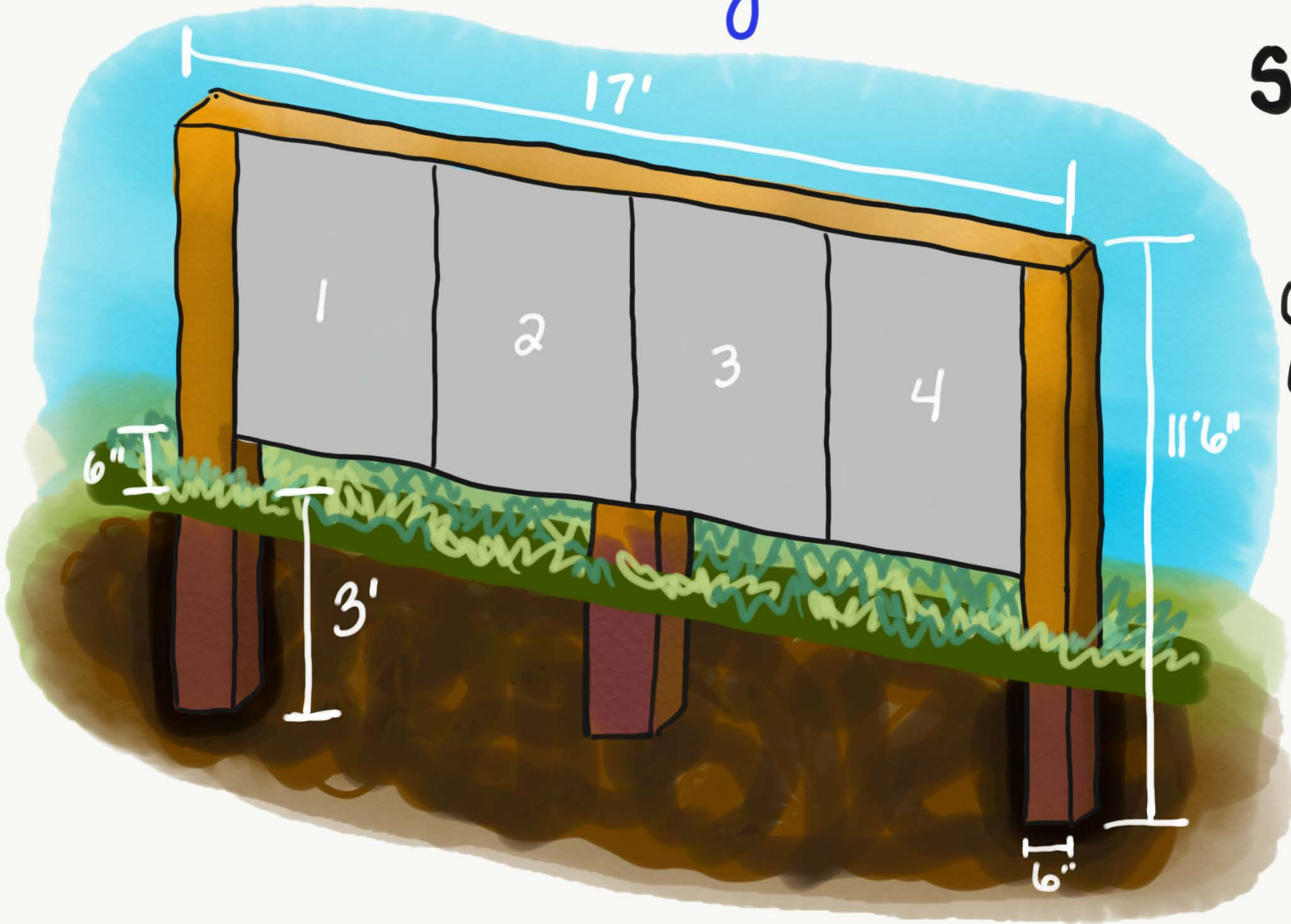
# "Medium"



## **TWELVE FOOT PANEL**

- (3) 4'x8' Boards
- Double-sided
- 6x6" Poles
- 3 ft. holes
- 6" ground gap

"Large"

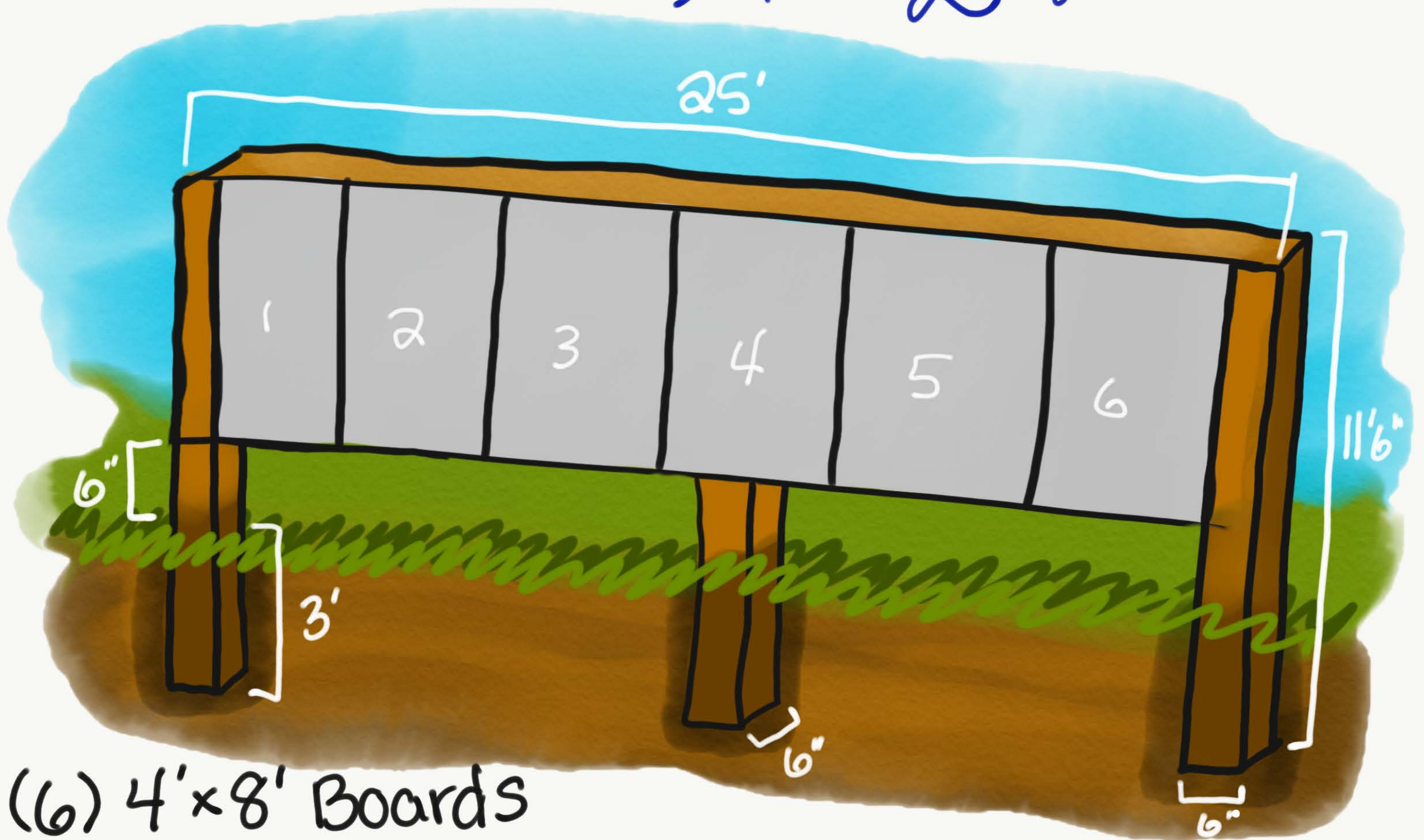


## SIXTEEN FOOT PANEL

(4) 4'x8' Boards  
6"x6" poles  
3' holes  
6" ground gap



# TWENTY-FOUR FOOT "Xtra-Large" PANEL



(6) 4'x8' Boards

6" x 6" Poles

3' Holes

Double-sided  
6" Ground gap

**Consent of Lienholder**

Comerica Bank, a Texas banking association ("Lienholder"), hereby (i) consents to the grant of the foregoing Permanent Access Easement from Birchwood Commons One, LLC, an Ohio limited liability company, to the City of Concord, a North Carolina municipal corporation, filed in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_ (the "Easement"), (ii) joins in the execution of the Easement solely as Lienholder, and (iii) agrees that in the event of the foreclosure of the Deed of Trust recorded in Deed Book 12655, Page 96 of the Cabarrus County Register of Deeds Office and any amendments thereto, or other disposition of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be transferred subject to the Easement.

SIGNED AND EXECUTED this 23rd day of March, 2021.

Comerica Bank, a Texas banking association

By: [Signature]  
Susan K. Zscherer, Vice President

STATE OF Michigan  
COUNTY OF Wayne

I, Tamara A Henel, a Notary Public in and for Macomb County and State of Michigan, do hereby certify that Susan K Zscherer, as Vice Presidents of Comerica Bank, a Texas banking association personally appeared before me this day and acknowledged to me voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 23 day of March, 2021.

My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public

4840-2964-1066, v. 1

**TAMARA A HENDEL**  
NOTARY PUBLIC STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission Expires January 27 2028  
Acting in the County of Wayne

Return to Concord City Attorney, PO Box 308, Concord, NC 28026

STATE OF NORTH CAROLINA )  
COUNTY OF CABARRUS )

Parcel Pin # 5600-47-8977  
Permanent Access Easement

The undersigned, Birchwood Commons One, LLC, an Ohio limited liability company ("Grantor"), in consideration of payment to the Grantor of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licensees, the right, privilege and permanent easement to enter and re-enter at any time and to inspect, maintain and repair in accordance with the Stormwater Control Measures (SCMs) Access Easement and Sand Filter and Underground Detention Inspection and Maintenance Plans filed with the Cabarrus County Register of Deeds in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, the premises being located in No. 2 Township, Cabarrus County, North Carolina, and labeled as:

~~ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:~~

BEGINNING AT A POINT ON THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGE W. LILES PARKWAY (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 607,648.31, E 1,504,389.71; THENCE ALONG SAID RIGHT-OF-WAY N17°51'58"W A DISTANCE OF 20.59 FEET TO A POINT, THENCE LEAVING SAID RIGHT-OF-WAY ALONG A COUNTERCLOCKWISE CURVE FOR 46.03 FEET HAVING A RADIUS OF 65.00 FEET A CHORD BEARING OF N36°08'43"E AND A CHORD DISTANCE OF 45.07 FEET TO A POINT, THENCE ALONG THE COMMON LINE OF C4 CSTORE RESIDUAL LAND, LLC. N63°16'26"E A DISTANCE OF 24.88 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE ALONG A CLOCKWISE CURVE FOR 82.71 FEET HAVING A RADIUS OF 85.00 FEET A CHORD BEARING OF S32°18'47"W AND A CHORD DISTANCE OF 79.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,291 S.F. OR 0.030 ACRES MORE OR LESS; and

COMMENCING AT AN IRON PIN ON THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGE W. LILES PARKWAY (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 607,687.70, E 1,504,377.01, THENCE ALONG A TIE LINE N63°16'26"E A DISTANCE OF 250.30 FEET TO A POINT (POB 3) AND BEING THE

POINT OF BEGINNING; THENCE ALONG THE COMMON LINE OF ELIZABETH P. COOK FAMILY, LP. N63°16'26"E A DISTANCE 22.02 FEET TO A POINT, THENCE S51°26'55"E A DISTANCE OF 3.71 FEET TO A POINT, THENCE S81°28'25"E A DISTANCE OF 33.06 FEET TO A POINT, THENCE N83°13'45"E A DISTANCE OF 11.73 FEET TO A POINT, THENCE S08°17'52"W A DISTANCE OF 26.05 FEET TO A POINT, THENCE N66°38'02"W A DISTANCE OF 11.53 FEET TO A POINT, THENCE N81°28'25"W A DISTANCE OF 38.71 FEET TO A POINT, THENCE N51°26'55"W A DISTANCE OF 18.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,196 S.F. OR 0.027 ACRES MORE OR LESS and as shown on the survey titled "Exhibit I – Offsite Storm Easements" and labeled "Exhibit "A" for further reference.

The property described herein is subject to all rights-of-way, easements and restrictions of record.

The Grantor, by the execution of this instrument, acknowledges that the plans for the above referenced project as they affect its remaining property have been fully explained to its authorized representative(s), and does hereby release the Grantees, their successors, and assigns from any and all claims for damages resulting from the construction of said project or from the past, present or future use of said premises herein conveyed for any purpose for which the said Grantee is authorized by law to subject the same.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever.

**This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular timeframe.**

The Grantor shall have the right to use the above-described property for purposes not inconsistent with Grantees full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within such property; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such property, without the express written permission of the Grantee.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

Birchwood Commons One, LLC,  
an Ohio limited liability company

\_\_\_\_\_  
, Manager/Member

POINT OF BEGINNING; THENCE ALONG THE COMMON LINE OF ELIZABETH P. COOK FAMILY, LP, N63°36'26"E A DISTANCE 22.01 FEET TO A POINT, THENCE S81°28'35"E A DISTANCE OF 1.71 FEET TO A POINT, THENCE S81°28'35"E A DISTANCE OF 31.66 FEET TO A POINT, THENCE N83°13'43"E A DISTANCE OF 11.71 FEET TO A POINT, THENCE S81°28'35"E A DISTANCE OF 26.05 FEET TO A POINT, THENCE N66°18'02"W A DISTANCE OF 11.53 FEET TO A POINT, THENCE N81°28'25"W A DISTANCE OF 38.71 FEET TO A POINT, THENCE N81°26'35"W A DISTANCE OF 16.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,196 S.F. OR 0.027 ACRES MORE OR LESS and is shown on the survey titled "Exhibit 1 - Offsite Storm Excessments" and labeled "Exhibit 'A'" for further reference.

The property described herein is subject to all rights-of-way, easements and restrictions of record.

The Grantor, by the execution of this instrument, acknowledges that the plans for the above-referenced project as they affect its remaining property have been fully explained to its authorized representative(s), and does hereby release the Grantee(s), their successors, and assigns from any and all claims for damages resulting from the construction of said project or from the past, present or future use of said premises herein conveyed for any purpose for which the said Grantee is authorized by law to subject the same.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever.

This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular timeframe.

The Grantee shall have the right to use the above-described property for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantee shall not erect or maintain any building or other structure thereon, maintain or permit any underground or overground system of piping, poles or wiring within such property, make any use of the facilities identified, listed, erected or constructed thereon, or drill or operate any well or septic system within such property, without the express written permission of the Grantor.

IN WITNESS WHEREOF, these presents have been duly executed under seal by the Grantor on this 18th day of MARCH, 2021.

Birchwood Commons One, LLC  
an Ohio limited liability company



Manager/Member



Geauga COUNTY  
STATE OF OHIO

I, JOHN LATEULERE III, a Notary Public in and for GEAUGA County and State, do hereby certify that STEVE KIMMELMAN, Manager/Member of Birchwood Commons One, LLC, an Ohio limited liability company, personally appeared before me this day and acknowledged to me that he/she is the Manager/Member and that he/she voluntarily signed the foregoing document for the purposes stated therein.

WITNESS my hand and Notarial Seal this the 25 day of MARCH, 2021.

My Commission Expires: 1/22/23

  
\_\_\_\_\_  
Notary Public



JOHN LATEULERE III  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
01-22-2023  
Recorded in  
Geauga County

## Consent of Lienholder

Faison Capital Development, LLC, Villicum, LLC, BSGO Investments, LLC and Tanglewood Investments, LLC (collectively, "Lienholder"), hereby (i) consent to the execution and recordation of the foregoing Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement by C4 CStore Holdings, II, LLC, a North Carolina limited liability company, and C4 CStore Residual Land, LLC, a North Carolina limited liability company, filed in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, and joins in the execution hereof solely as Lienholder and (ii) agree that in the event of the foreclosure of the Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents and any amendments thereto recorded in Deed Book 14543, Page 326 ("Deed of Trust"), of the Cabarrus County Register of Deeds Office or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement. Notwithstanding the foregoing, such consent is intended only to assure the Agreement survives a foreclosure under the Deed of Trust and is not intended to subordinate Lienholder's right, title, interest or estate to any monetary obligations that may arise under the Agreement. The execution of this consent by the Lienholder shall not be deemed or construed to have the effect of creating between the undersigned and any other party the relationship of partnership or of joint venture nor shall anything contained hereunder be deemed to impose upon the undersigned any of the liabilities, duties or obligations of any party under the Agreement. The undersigned executes this consent solely for the purposes set forth herein.

SIGNED AND EXECUTED this 25<sup>th</sup> day of MARCH, 2021.

Faison Capital Development, LLC

By: [Signature]  
Name: KRIS A. FETTER  
Title: PRESIDENT

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, SUSAN MARIE HOPKINS, a Notary Public in and for GASTON County and State of NORTH CAROLINA, do hereby certify that KRIS A. FETTER, as PRESIDENT of Faison Capital Development, LLC personally appeared before me this day and acknowledged to me voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 25<sup>th</sup> day of MARCH, 2021.

My Commission Expires: 4-21-2023 Susan Marie Hopkins Notary Public





SIGNED AND EXECUTED this 25<sup>th</sup> day of March, 2021.

Villicum, LLC

By: [Signature]

Name: Timothy B. Sittema

Title: Manager

STATE OF NORTH CAROLINA

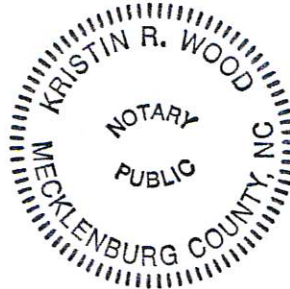
COUNTY OF MECKLENBURG

I, Kristin R. Wood, a Notary Public in and for Mecklenburg County and State of North Carolina, do hereby certify that Timothy B. Sittema, as Manager of Villicum, LLC personally appeared before me this day and acknowledged to me voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 25<sup>th</sup> day of March, 2021.

[Signature]  
Notary Public

My Commission Expires: May 11, 2025



SIGNED AND EXECUTED this 25<sup>th</sup> day of March, 2021.

BSGO Investments, LLC

By: [Signature]  
Name: Barry James  
Title: Manager

STATE OF NORTH CAROLINA

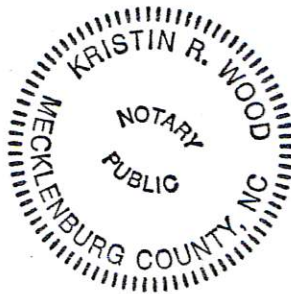
COUNTY OF MECKLENBURG

I, Kristin R. Wood, a Notary Public in and for Mecklenburg County and State of North Carolina, do hereby certify that Barry James, as Manager of BSGO Investments, LLC personally appeared before me this day and acknowledged to me voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 25<sup>th</sup> day of March, 2021.

[Signature]  
Notary Public

My Commission Expires: May 11, 2025



SIGNED AND EXECUTED this 25<sup>th</sup> day of March, 2021.

Tanglewood Investments, LLC

By: *Peter B. Pappas*  
Name: Peter B. Pappas  
Title: Manager

STATE OF NORTH CAROLINA

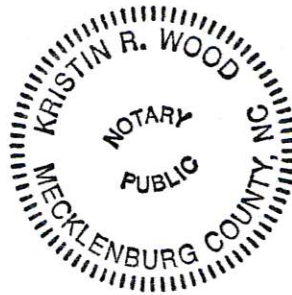
COUNTY OF MECKLENBURG

I, Kristin R. Wood, a Notary Public in and for Mecklenburg County and State of North Carolina, do hereby certify that Peter B. Pappas, as Manager of Tanglewood Investments, LLC personally appeared before me this day and acknowledged to me voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 25<sup>th</sup> day of March, 2021.

*Kristin R. Wood*  
Notary Public

My Commission Expires: May 11, 2025





## Dry Extended Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

**This system (check one):**

does  does not **incorporate a vegetated filter at the outlet.**

**This system (check one):**

does  does not **incorporate pretreatment other than a forebay.**

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

After the dry extended detention basin is established, it will be inspected **once a quarter and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the dry extended detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.

<b>SCM element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The inlet device: pipe or swale</b>	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b>The forebay</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred or riprap is displaced.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying.
<b>The main treatment area</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.
	Water is standing more than 5 days after a storm event.	Check outlet structure for clogging. If it is a design issue, consult an appropriate professional.
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).

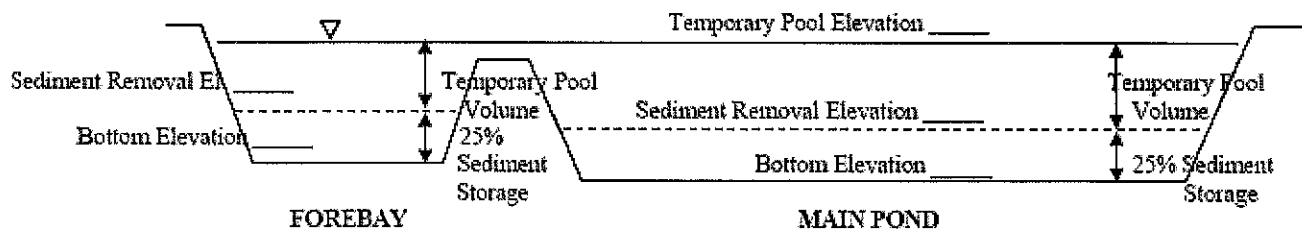
SCM element:	Potential problem:	How I will remediate the problem:
<b>The embankment</b>	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.
	Grass cover is unhealthy or eroding.	Restore the health of the grass cover – consult a professional if necessary.
	Signs of seepage on the downstream face.	Consult a professional.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
<b>The outlet device</b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads 1.0 feet in the main pond, the sediment shall be removed.

When the basin depth reads 1.0 feet in the forebay, the sediment shall be removed.

**BASIN DIAGRAM**  
(fill in the blanks)





## Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
<b>The entire SCM</b>	Trash/debris is present.	Remove the trash/debris.
<b>The adjacent pavement (if applicable)</b>	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
<b>The perimeter of the sand filter</b>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b>The flow diversion structure</b>	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

<b>The pretreatment area</b>	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

<b>SCM element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The filter bed and underdrain collection system</b>	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
<b>The outflow spillway and pipe</b>	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.





## Underground Detention Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the Underground Storage.
- Once a year, the tank will be cleaned of all sediment and debris.

The underground detention system will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
<b>The entire SCM</b>	Trash/debris is present.	Remove the trash/debris.
<b>The adjacent pavement (if applicable)</b>	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
<b>The flow diversion structure</b>	The structure is clogged.	Unclog the conveyance and dispose of any sediment offsite.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.
<b>The Storage area</b>	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Trash has accumulated.	Remove trash and debris. If access to storage area is necessary for removal, use appropriate safety precautions such as confined entry rules
SCM element:	Potential problem:	How I will remediate the problem:
<b>The outflow spillway and pipe</b>	The pipe is clogged.	Inspect and remove blockage. Inspect storage are for other potential debris.
	The outflow pipe is damaged.	Repair or replace the pipe.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 7049205360.

**NOTES:**

1. NORTH ARROW, BEARINGS, AND COORDINATES ARE BASED UPON NC GRID NAD 83 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
2. ELEVATIONS ARE BASED UPON NAVD 88 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
3. REFERENCE IS HEREBY MADE TO THE FOLLOWING MAPS:
  - A. PLAT BOOK 49, PAGE 27 RECORDED IN THE CABARRUS COUNTY REGISTER OF DEEDS OFFICE.
  - B. PLAT BOOK 70, PAGE 25 RECORDED IN THE CABARRUS COUNTY REGISTER OF DEEDS OFFICE.
4. THIS SURVEY MEETS THE REQUIREMENT FOR A CLASS "A" SURVEY (1:10,000) AS DEFINED FOR THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF NORTH CAROLINA.
5. THE AREA WAS DETERMINED BY DMD METHOD.
6. ALL HORIZONTAL DISTANCES ARE GROUND DISTANCES.



**C4 Cstore Residual Land, LLC.**  
 PIN: 56004748530000  
 DB. 14543, PG. 270  
 PB. 70, PG. 25

**N/F**  
**Cheerwine, LLC.**  
 PIN: 56004880340000  
 DB. 13284, PG. 86  
 PB. 55, PG. 27

**N/F**  
**Birchwood Commons One, LLC.**  
 PIN: 56004789770000  
 DB. 11773, PG. 11  
 PB. 70, PG. 25

**SCM Maintenance Access Easement**  
 Area: 1,288 S.F. or 0.030± Acres

**SCM Maintenance Access Easement**  
 Area: 1,196 S.F. or 0.027± Acres

**LEGEND**

- PROPERTY LINE
- ADJOINER PROPERTY LINE
- EASEMENT LINE
- IRON PIN-REBAR FOUND
- IRON PIPE FOUND
- IRON PIN SET-5/8" REBAR

**EXHIBIT I - OFFSITE STORM EASEMENTS**

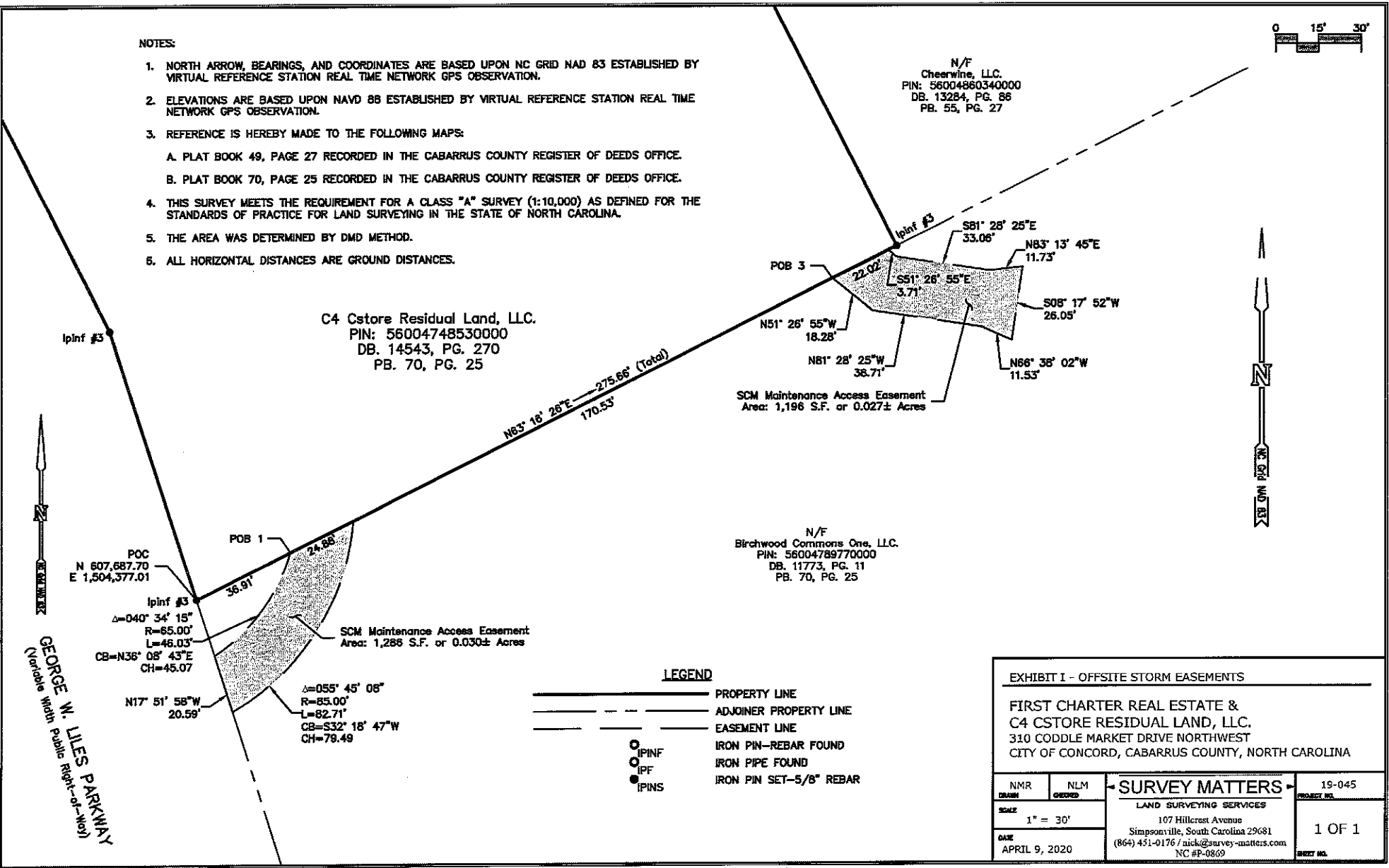
**FIRST CHARTER REAL ESTATE & C4 CSTORE RESIDUAL LAND, LLC.**  
 310 CODDLE MARKET DRIVE NORTHWEST  
 CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA

NMR DRAWN	NLM CHECKED	<b>SURVEY MATTERS</b>	19-045
SCALE 1" = 30'	DATE APRIL 9, 2020		PROJECT NO.
		LAND SURVEYING SERVICES 107 Hillcrest Avenue Simpsonville, South Carolina 29681 (864) 451-0176 / nick@survey-matters.com NC #P-0869	DRYER NO.

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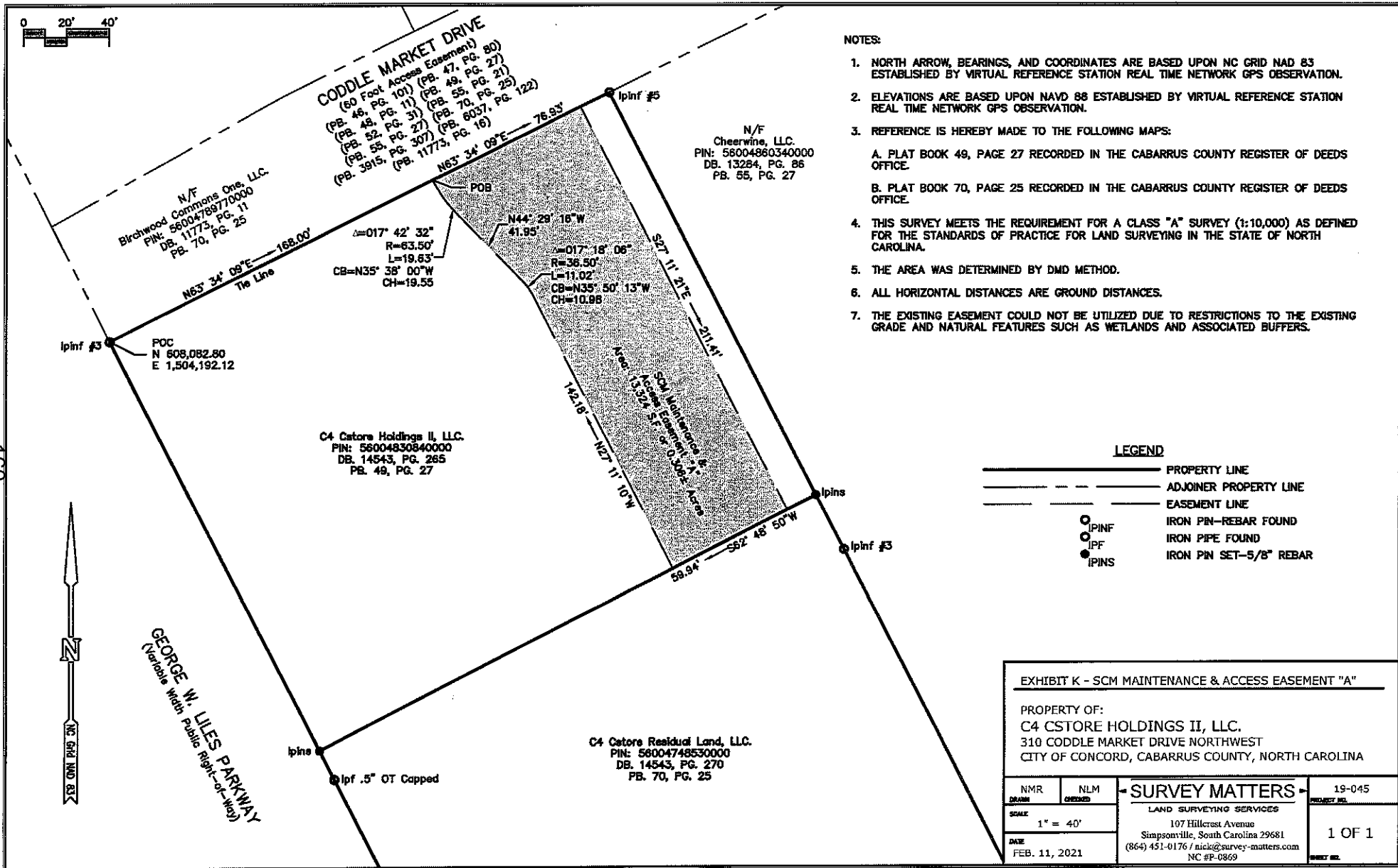
**GEORGE W. LILES PARKWAY**  
 (Variable Width Public Right-of-Way)



SCM MAINTENANCE ACCESS EASEMENT

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN ON THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGE W. LILES PARKWAY (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 607,687.70, E 1,504,377.01, THENCE ALONG A TIE LINE N63°16'26"E A DISTANCE OF 250.30 FEET TO A POINT (POB 3) AND BEING THE POINT OF BEGINNING; THENCE ALONG THE COMMON LINE OF ELIZABETH P. COOK FAMILY, LP. N63°16'26"E A DISTANCE 22.02 FEET TO A POINT, THENCE S51°26'55"E A DISTANCE OF 3.71 FEET TO A POINT, THENCE S81°28'25"E A DISTANCE OF 33.06 FEET TO A POINT, THENCE N83°13'45"E A DISTANCE OF 11.73 FEET TO A POINT, THENCE S08°17'52"W A DISTANCE OF 26.05 FEET TO A POINT, THENCE N66°38'02"W A DISTANCE OF 11.53 FEET TO A POINT, THENCE N81°28'25"W A DISTANCE OF 38.71 FEET TO A POINT, THENCE N51°26'55"W A DISTANCE OF 18.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,196 S.F. OR 0.027 ACRES MORE OR LESS.



- NOTES:
1. NORTH ARROW, BEARINGS, AND COORDINATES ARE BASED UPON NC GRID NAD 83 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
  2. ELEVATIONS ARE BASED UPON NAVD 88 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
  3. REFERENCE IS HEREBY MADE TO THE FOLLOWING MAPS:
    - A. PLAT BOOK 49, PAGE 27 RECORDED IN THE CABARRUS COUNTY REGISTER OF DEEDS OFFICE.
    - B. PLAT BOOK 70, PAGE 25 RECORDED IN THE CABARRUS COUNTY REGISTER OF DEEDS OFFICE.
  4. THIS SURVEY MEETS THE REQUIREMENT FOR A CLASS "A" SURVEY (1:10,000) AS DEFINED FOR THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF NORTH CAROLINA.
  5. THE AREA WAS DETERMINED BY DMD METHOD.
  6. ALL HORIZONTAL DISTANCES ARE GROUND DISTANCES.
  7. THE EXISTING EASEMENT COULD NOT BE UTILIZED DUE TO RESTRICTIONS TO THE EXISTING GRADE AND NATURAL FEATURES SUCH AS WETLANDS AND ASSOCIATED BUFFERS.

**LEGEND**

- PROPERTY LINE
- - - ADJOINER PROPERTY LINE
- - - EASEMENT LINE
- IPINF IRON PIN-REBAR FOUND
- IPF IRON PIPE FOUND
- IPINS IRON PIN SET-5/8" REBAR

<b>EXHIBIT K - SCM MAINTENANCE &amp; ACCESS EASEMENT "A"</b>			
PROPERTY OF: C4 CSTORE HOLDINGS II, LLC. 310 CODDLE MARKET DRIVE NORTHWEST CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA			
NMR <small>DRAWN</small>	NLM <small>CHECKED</small>	<b>SURVEY MATTERS</b>	19-045 <small>PROJECT NO.</small>
SCALE 1" = 40'		LAND SURVEYING SERVICES 107 Hillcrest Avenue Simpsonville, South Carolina 29681 (864) 451-0176 / nick@survey-matters.com NC #P-0869	1 OF 1 <small>SHEET NO.</small>
DATE FEB. 11, 2021			

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C4 Ctore Holdings II, LLC.  
 PIN: 56004830840000  
 DB. 14543, PG. 285  
 PG. 49, PG. 27

N/F  
 Cheerwine, LLC.  
 PIN: 56004860340000  
 DB. 13284, PG. 86  
 PB. 55, PG. 27

C4 Ctore Residual Land, LLC.  
 PIN: 56004748530000  
 DB. 14543, PG. 270  
 PB. 70, PG. 25

SCM Maintenance &  
 Access Easement "B"  
 Area: 15,764 S.F.  
 or 0.362± Acres

N/F  
 Birchwood Commons One, LLC.  
 PIN: 56004789770000  
 DB. 11773, PG. 11  
 PB. 70, PG. 25

NOTES:

1. NORTH ARROW, BEARINGS, AND COORDINATES ARE BASED UPON NC GRID NAD 83 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
2. ELEVATIONS ARE BASED UPON NAVD 88 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
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  - B. PLAT BOOK 70, PAGE 25 RECORDED IN THE CABARRUS COUNTY REGISTER OF DEEDS OFFICE.
4. THIS SURVEY MEETS THE REQUIREMENT FOR A CLASS "A" SURVEY (1:10,000) AS DEFINED FOR THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF NORTH CAROLINA.
5. THE AREA WAS DETERMINED BY DMD METHOD.
6. ALL HORIZONTAL DISTANCES ARE GROUND DISTANCES.
7. THE EXISTING EASEMENT COULD NOT BE UTILIZED DUE TO RESTRICTIONS TO THE EXISTING GRADE AND NATURAL FEATURES SUCH AS WETLANDS AND ASSOCIATED BUFFERS.



LEGEND

- PROPERTY LINE
- - - ADJOINER PROPERTY LINE
- - - EASEMENT LINE
- IPINF IRON PIN-REBAR FOUND
- IPF IRON PIPE FOUND
- IPINS IRON PIN SET-5/8" REBAR

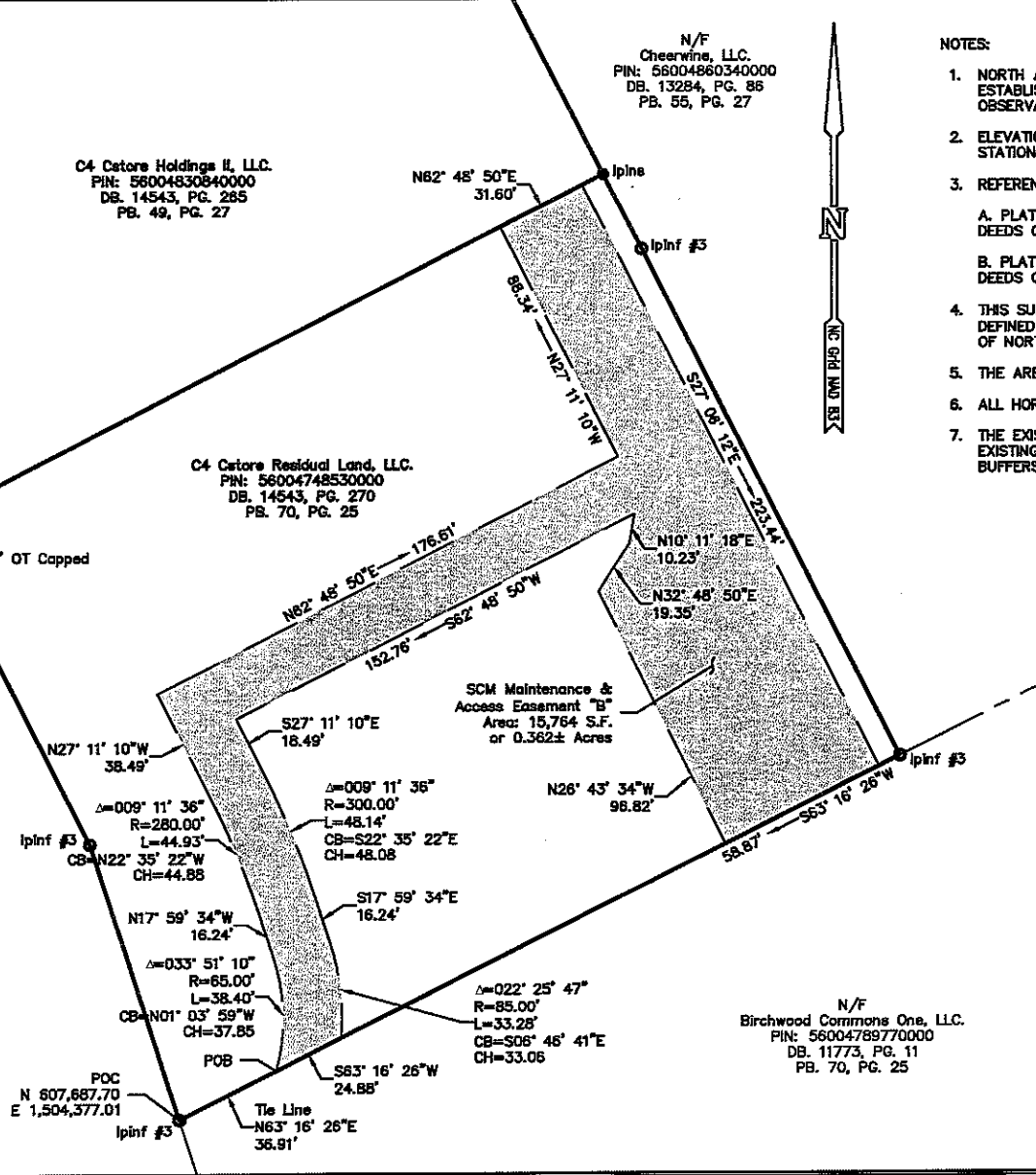
EXHIBIT L - SCM MAINTENANCE & ACCESS EASEMENT "B"

PROPERTY OF:  
 C4 CTSTORE RESIDUAL LAND, LLC.  
 320 GEORGE W LILES PARKWAY NORTHWEST  
 CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA

NMR DRAWN	NLM CHECKED	<b>SURVEY MATTERS</b> LAND SURVEYING SERVICES 107 Hillcrest Avenue Simpsonville, South Carolina 29681 (864) 451-0176 / nick@survey-matters.com NC #P-0869	19-045 PROJECT NO.
SCALE 1" = 40'			1 OF 1
DATE FEB. 11, 2021			SHEET NO.

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GEORGE W. LILES PARKWAY  
 (Variable Width, Public Right-of-Way)



C4 Catara Residual Land, LLC.  
 PIN: 56004748530000  
 DB. 14543, PG. 270  
 PB. 70, PG. 25

N/F  
 Birchwood Commons One, LLC.  
 PIN: 56004789770000  
 DB. 11773, PG. 11  
 PB. 70, PG. 25

POB  
 N 807,648.31  
 E 1,504,389.71

N17° 51' 58"W  
 20.59'

$\Delta = 040^\circ 34' 15''$   
 $R = 65.00'$   
 $L = 46.03'$   
 $CB = N36^\circ 08' 43'' E$   
 $CH = 45.07'$

N63° 16' 25"E  
 24.88'

$\Delta = 055^\circ 45' 08''$   
 $R = 85.00'$   
 $L = 82.71'$   
 $CB = S32^\circ 18' 47'' W$   
 $CH = 79.49'$

Offsite SCM Maintenance  
 & Access Easement  
 Area: 1,291 S.F.  
 or 0.030± Acres

GEORGE W. LILES PARKWAY  
 (Variable Width Public Right-of-Way)



NOTES:

1. NORTH ARROW, BEARINGS, AND COORDINATES ARE BASED UPON NC GRID NAD 83 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
2. ELEVATIONS ARE BASED UPON NAVD 88 ESTABLISHED BY VIRTUAL REFERENCE STATION REAL TIME NETWORK GPS OBSERVATION.
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4. THIS SURVEY MEETS THE REQUIREMENT FOR A CLASS "A" SURVEY (1:10,000) AS DEFINED FOR THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF NORTH CAROLINA.
5. THE AREA WAS DETERMINED BY DMD METHOD.
6. ALL HORIZONTAL DISTANCES ARE GROUND DISTANCES.
7. THE EXISTING EASEMENT COULD NOT BE UTILIZED DUE TO RESTRICTIONS TO THE EXISTING GRADE AND NATURAL FEATURES SUCH AS WETLANDS AND ASSOCIATED BUFFERS.

LEGEND

- PROPERTY LINE
- ADJOINER PROPERTY LINE
- - - - - EASEMENT LINE
- IPINF IRON PIN-REBAR FOUND

EXHIBIT M - OFFSITE SCM MAINTENANCE & ACCESS EASEMENT

PROPERTY OF:  
 BIRCHWOOD COMMONS ONE, LLC.  
 356 CODDLE MARKET DRIVE NORTHWEST  
 CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA

NMR DRAWN	NLM CHECKED	SURVEY MATTERS	19-045
SCALE 1" = 20'			PROPERTY NO.
DATE FEB. 11, 2021		LAND SURVEYING SERVICES 107 Hillcrest Avenue Simpsonville, South Carolina 29681 (864) 451-0176 / aick@sarvey-matters.com NC #P-0869	1 OF 1

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SCM MAINTENANCE & ACCESS EASEMENT "A" DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN ON THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGE W. LILES PARKWAY (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 608,082.80, E 1,504,192.12, THENCE ALONG THE COMMON LINE OF BIRCHWOOD COMMONS ONE, LLC. ALONG A TIE LINE N63°34'09"E A DISTANCE OF 168.00 FEET TO A POINT AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID COMMON LINE N63°34'09"E A DISTANCE OF 76.93 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE S27°11'21"E A DISTANCE OF 211.41 FEET TO A POINT, THENCE ALONG THE COMMON LINE OF C4 CSTORE RESIDUAL LAND, LLC. S62°48'50"W A DISTANCE OF 59.94 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE N27°11'10"W A DISTANCE OF 142.18 FEET TO A POINT, THENCE ALONG A COUNTERCLOCKWISE CURVE FOR 11.02 FEET HAVING A RADIUS OF 35.50 FEET A CHORD BEARING OF N35°50'13"W AND A CHORD DISTANCE OF 10.98 FEET TO A POINT, THENCE N44°29'16"W A DISTANCE OF 41.95 FEET TO A POINT, THENCE ALONG A CLOCKWISE CURVE FOR 19.63 FEET HAVING A RADIUS OF 63.50 FEET A CHORD BEARING OF N35°38'00"W AND A CHORD DISTANCE OF 19.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 13,324 S.F. OR 0.306 ACRES MORE OR LESS.

SCM MAINTENANCE & ACCESS EASEMENT "B" DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN ON THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGE W. LILES PARKWAY (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 607,687.70, E 1,504,377.01, THENCE ALONG THE COMMON LINE OF BIRCHWOOD COMMONS ONE, LLC. ALONG A TIE LINE N63°16'26"E A DISTANCE OF 36.91 FEET TO A POINT AND BEING THE POINT OF BEGINNING; THENCE LEAVING SAID COMMON LINE ALONG A COUNTERCLOCKWISE CURVE FOR 38.40 FEET HAVING A RADIUS OF 65.00 FEET A CHORD BEARING OF N01°03'59"W AND A CHORD DISTANCE OF 37.85 FEET TO A POINT, THENCE N17°59'34"W A DISTANCE OF 16.24 FEET TO A POINT, THENCE ALONG A COUNTERCLOCKWISE CURVE FOR 44.93 FEET HAVING A RADIUS OF 280.00 FEET A CHORD BEARING OF N22°35'22"W AND A CHORD DISTANCE OF 44.88 FEET TO A POINT, THENCE N27°11'10"W A DISTANCE OF 38.49 FEET TO A POINT, THENCE N62°48'50"E A DISTANCE OF 176.61 FEET TO A POINT, THENCE N27°11'10"W A DISTANCE OF 88.34 FEET TO A POINT, THENCE ALONG THE COMMON LINE OF C4 CSTORE HOLDINGS II, LLC. N62°48'50"E A DISTANCE OF 31.60 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE S27°06'12"E A DISTANCE OF 223.44 FEET TO A POINT, THENCE ALONG THE COMMON LINE OF BIRCHWOOD COMMONS ONE, LLC. S63°16'26"W A DISTANCE OF 58.87 FEET TO A POINT, THENCE N26°43'34"W A DISTANCE OF 96.82 FEET TO A POINT, THENCE N32°48'50"E A DISTANCE OF 19.50 FEET TO A POINT, THENCE N10°11'18"E A DISTANCE OF 10.23 FEET TO A POINT, THENCE S62°48'50"W A DISTANCE OF 152.76 FEET TO A POINT, THENCE S27°11'10"E A DISTANCE OF 18.49 FEET TO A POINT, THENCE ALONG A CLOCKWISE CURVE FOR 48.14 FEET HAVING A RADIUS OF 300.00 FEET A CHORD BEARING OF S22°35'22"E AND A CHORD DISTANCE OF 48.08 FEET TO A POINT, THENCE S17°59'34"E A DISTANCE OF 16.24 FEET TO A POINT, THENCE ALONG A CLOCKWISE CURVE FOR 33.28 FEET HAVING A RADIUS OF 85.00 FEET A CHORD BEARING OF S06°46'41"E AND A CHORD DISTANCE OF 33.06 FEET TO A POINT, THENCE ALONG THE COMMON LINE OF BIRCHWOOD COMMONS ONE, LLC. S63°16'26"W A DISTANCE OF 24.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 15,764 S.F. OR 0.362 ACRES MORE OR LESS.



OFFSITE SCM MAINTENANCE & ACCESS EASEMENT DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING IN CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY MARGIN OF THE RIGHT-OF-WAY OF GEORGE W. LILES PARKWAY (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) HAVING NC GRID COORDINATES OF N 607,648.31, E 1,504,389.71; THENCE ALONG SAID RIGHT-OF-WAY N17°51'58"W A DISTANCE OF 20.59 FEET TO A POINT, THENCE LEAVING SAID RIGHT-OF-WAY ALONG A COUNTERCLOCKWISE CURVE FOR 46.03 FEET HAVING A RADIUS OF 65.00 FEET A CHORD BEARING OF N36°08'43"E AND A CHORD DISTANCE OF 45.07 FEET TO A POINT, THENCE ALONG THE COMMON LINE OF C4 CSTORE RESIDUAL LAND, LLC. N63°16'26"E A DISTANCE OF 24.88 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE ALONG A CLOCKWISE CURVE FOR 82.71 FEET HAVING A RADIUS OF 85.00 FEET A CHORD BEARING OF S32°18'47"W AND A CHORD DISTANCE OF 79.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,291 S.F. OR 0.030 ACRES MORE OR LESS.

## **Consent of Lienholder**

BBVA USA, an Alabama banking corporation (“Lienholder”), in its capacity as administrative agent for an on behalf of itself and other lenders, hereby (i) consents to the execution and recordation of the foregoing Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement by C4 CStore Holdings, II, LLC, a North Carolina limited liability company, and C4 CStore Residual Land, LLC, a North Carolina limited liability company, filed in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, and joins in the execution hereof solely as Lienholder and (ii) agrees that in the event of the foreclosure of the Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents and any amendments thereto recorded in Deed Book 14543, Page 301 (“Deed of Trust”) and the Assignment of Leases and Rents recorded in Deed Book 14543, Page 317, both of the Cabarrus County Register of Deeds Office or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement. Notwithstanding the foregoing, such consent is intended only to assure the Agreement survives a foreclosure under the Deed of Trust and is not intended to subordinate Lienholder’s right, title, interest or estate to any monetary obligations that may arise under the Agreement. The execution of this consent by the Lienholder shall not be deemed or construed to have the effect of creating between the undersigned and any other party the relationship of partnership or of joint venture nor shall anything contained hereunder be deemed to impose upon the undersigned any of the liabilities, duties or obligations of any party under the Agreement. The undersigned executes this consent solely for the purposes set forth herein.

SIGNED AND EXECUTED this 26<sup>th</sup> day of March, 2021.

BBVA USA, an  
Alabama banking corporation

By: [Signature]  
Name: Matthew R Bennett  
Title: SVP

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Jonathan Goldberg, a Notary Public in and for Mecklenburg  
County and State of North Carolina, do hereby certify that Matthew Bennett  
, as \_\_\_\_\_ of BBVA USA, an Alabama banking corporation  
personally appeared before me this day and acknowledged to me voluntarily signed the  
foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 26<sup>th</sup> day of March,  
2021.

My Commission Expires: 6/27/23 \_\_\_\_\_ [Signature]  
Notary Public



NORTH CAROLINA  
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by C4 CStore Holdings II, LLC, a North Carolina limited liability company, whose principal address is 121 W Trade Street, Suite 2550, Charlotte, NC 28202 (hereinafter “Grantor CStore Holdings”) and C4 CStore Residual Land, LLC, a North Carolina limited liability company, whose principal address is 121 W Trade Street, Suite 2550, Charlotte, NC 28202 (hereinafter “Grantor CStore Residual”) and (hereinafter collectively “Grantors”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

**WITNESSETH:**

**WHEREAS,** THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_

**WHEREAS,** Grantor-CStore Residual is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 320 George W. Liles Parkway, Concord, NC, Cabarrus County Property Identification Number (PIN): 5600-47-4853. It being the lands conveyed to Grantor by deed recorded in Book and Page 14543/270 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

**WHEREAS,** Grantor-CStore Holdings is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 310 Coddle Market Dr., Concord, NC, Cabarrus County Property Identification Number (PIN): 5600-48-3084. It being the lands conveyed to Grantor by deed recorded in Book and Page 14543/265 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

**WHEREAS,** Grantors desire to develop or redevelop all or portions of the Property; and

**WHEREAS**, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter "CCDO"), and the Concord Technical Standards Manual (hereafter "Concord Manual"); and

**WHEREAS**, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely a Sand Filter and an Underground Detention, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measures" or "SCMs"), (ii) Grantor's dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

**WHEREAS**, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

**WHEREAS**, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "EXHIBIT K – SCM MAINTENANCE & ACCESS EASEMENT "A" and labeled "SCM Maintenance & Access Easement "A" Area: 13,324 S.F. or 0.0306+- Acres" and page 2 titled "EXHIBIT L – SCM MAINTENANCE & ACCESS EASEMENT "B" and labeled "SCM Maintenance & Access Easement "B" Area: 15,764 S.F. or 0.362+- Acres"** for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantors shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantors shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs **from Coddle Market Drive (60 Foot Access Easement) as shown on Exhibit "A" (Page 2) and as shown on Exhibit "B" from George W. Liles Parkway (Variable Width Public Right-of-Way) and titled "EXHIBIT I- OFFSITE STORM EASEMENTS" and also as shown on that certain Permanent Access Easement from Birchwood Commons One, LLC, an Ohio limited liability company to the City of Concord and filed in Deed Book \_\_\_\_\_ and Page \_\_\_\_\_**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantors' Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights,

privileges or immunities of Grantors shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter and Underground Detention Inspection and Maintenance Plans attached as **Exhibit "C"** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the "NCDENR Manual"), all of which are incorporated herein by reference as if set forth in their entireties below. Grantors agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantors further agree that Grantors shall perform the following, all at its sole cost and expense:

- a. All components of the SCMs and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantors as described in "**Exhibit C**", the Sand Filter and Underground Detention Inspection and Maintenance Plans.

2. Upon completion of the construction of the SCMs, Grantors N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCMs and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as "Annual Report(s)") are required each year and shall be made by Grantors on the written schedule provided to Grantors in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCMs, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantors N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCMs and all components and structures related to the SCMs functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantors and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

3. Grantors represent and warrant that Grantors are financially responsible for construction, maintenance, repair and replacement of the SCMs, their appurtenances and vegetation, including impoundment(s), if any. Grantors agree to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plans and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantors or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee's name, address of the Property, transferee's mailing address and other contact information. Grantors and any subsequent transferee of Grantors or succeeding owner of the Property shall not be responsible for errors

or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee's name, address of the Property; transferee's mailing address and other contact information. Upon the conveyance of the Property by Grantors to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantors are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantors fail to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plans, the City of Concord may perform (but is not obligated to perform) such work as Grantors are responsible for and recover the costs thereof from Grantors.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCMs, their appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantors default in their obligations and to recover from Grantors the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantors shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantors to Grantee.

7. Grantors shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantors agree:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **"Notice: The Property is subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB\_\_\_\_\_ PG\_\_\_\_\_."** shall be inserted by Grantors in any subsequent deed or other legal instrument by which Grantors may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2021 with and for the benefit of the City of Concord, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantors which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantors does covenant that Grantors are seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantors will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantors and their agents, personal representatives, heirs and assigns and all other successors in interest to Grantors and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF \_\_\_\_\_, 2021 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.


[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

**GRANTORS:**

C4 CStore Holdings II, LLC,  
a North Carolina limited liability company

By:   
Name: Timothy B. Sittema  
Title: Manager


C4 CStore Residual Land, LLC,  
a North Carolina limited liability company

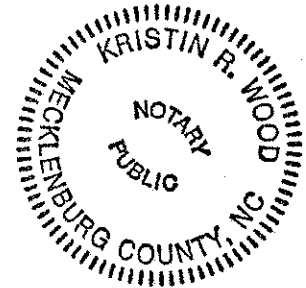
By:   
Name: Timothy B. Sittema  
Title: Manager

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

I, Kristin R. Wood, a Notary Public of the aforesaid County and State, do hereby certify that Timothy B. Sittema personally appeared before me this day and acknowledged that he/she is the Manager/Member of C4 CStore Holdings II, LLC, a North Carolina limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 26<sup>th</sup> day of March, 2021


  
\_\_\_\_\_  
Notary Public  
My commission expires: May 11, 2025

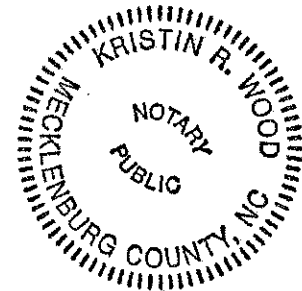


**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

I, Kristin R. Wood, a Notary Public of the aforesaid County and State, do hereby certify that Timothy B. Sittema personally appeared before me this day and acknowledged that he/she is the Manager/Member of C4 CStore Residual Land, LLC, a North Carolina limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 26<sup>th</sup> day of March, 2021

  
\_\_\_\_\_  
Notary Public  
My commission expires: May 11, 2025



**GRANTEE:**

City of Concord, a municipal corporation

By: \_\_\_\_\_  
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk  
[SEAL]

APPROVED AS TO FORM

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on \_\_\_\_\_ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**MEMORADUM**

DATE: Wednesday, December 16, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Cypress Village PH 1 MP 1  
 PROJECT NUMBER: 2019-003  
 DEVELOPER: Moss Creek Charlotte, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 1-29, 71-85  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, February 11, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, February 10, 2022

Water Infrastructure	Quantity
6-inch in LF	563.00
6-inch Valves	9
8-inch in LF	1165.00
8-inch Valves	5
Hydrants	4

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2438.00
Manholes as EA	17



**MEMORADUM**

DATE: Friday, February 26, 2021  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Beechwood  
 PROJECT NUMBER: 2018-019  
 DEVELOPER: Beechwood Place, LP  
 FINAL CERTIFICATION - LOT NUMBERS: Site  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, April 08, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, April 07, 2022

Water Infrastructure	Quantity
12-inch in LF	322.00
12-inch Valves	2
8-inch in LF	72.00
8-inch Valves	3
6-inch in LF	17.00
6-inch Valves	1
Hydrants	1



**MEMORADUM**

DATE: Monday, March 8, 2021  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Frank Liske Park Lower Parking Restroom  
 PROJECT NUMBER: 2018-055  
 DEVELOPER: Cabarrus County Administration  
 FINAL CERTIFICATION - LOT NUMBERS: Site  
 INFRASTRUCTURE TYPE: Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, April 08, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, April 07, 2022

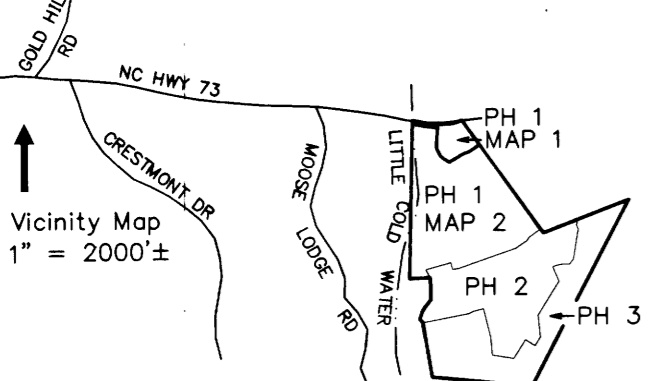
Sanitary Sewer Infrastructure	Quantity
8-inch in LF	25.00
Manholes as EA	2



**MEMORADUM**

DATE: Friday, March 19, 2021  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Pleasant Oaks PH 2 and PH 3  
 PROJECT NUMBER: 2007-049  
 DEVELOPER: Geosam Capital US, LLC  
 COUNCIL ACCEPTANCE DATE: Thursday, April 8, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, April 7, 2022

Street	Length in LF	ROW in FT	Plat
Pleasant Hill DR SE	488	60.00	PH 2
Oak Haven LN SE	1390	60.00	PH 2
Park Place SE	1237	60.00	PH 2
Pleasant View LN SE	1118	60.00	PH 3
Oak Haven LN SE	317	60.00	PH 3
Pleasant Hill DR SE	738	60.00	PH 3
Double Oak LN SE	1528	60.00	PH 3
Total	6816.00		



NOTES (CON'T)
5) As of the date (DEC/2015) of this Survey a portion of this property (LOT 147) along Little Cold Water Creek does lie in a Special Flood Hazard Zone.

NOTES (CON'T)
10) LOTS 47, 114, 131, 139, 144, OPEN SPACE "D" ARE SUBJECT TO 20' PDE'S CENTERED ON ASBUILT DRAINAGE STRUCTURES AS SHOWN.

NOTES SPECIFIC TO THIS PAGE:
1) No opinion of title is implied or certified by the information shown on this plot.

APPROX. LOC. 100 YEAR FLOOD PLAIN PER REF'D F.I.R.M. PANEL
EASEMENT LINES
Line Bearing Distance
L30 N 9° 21' 53" W 5.85'

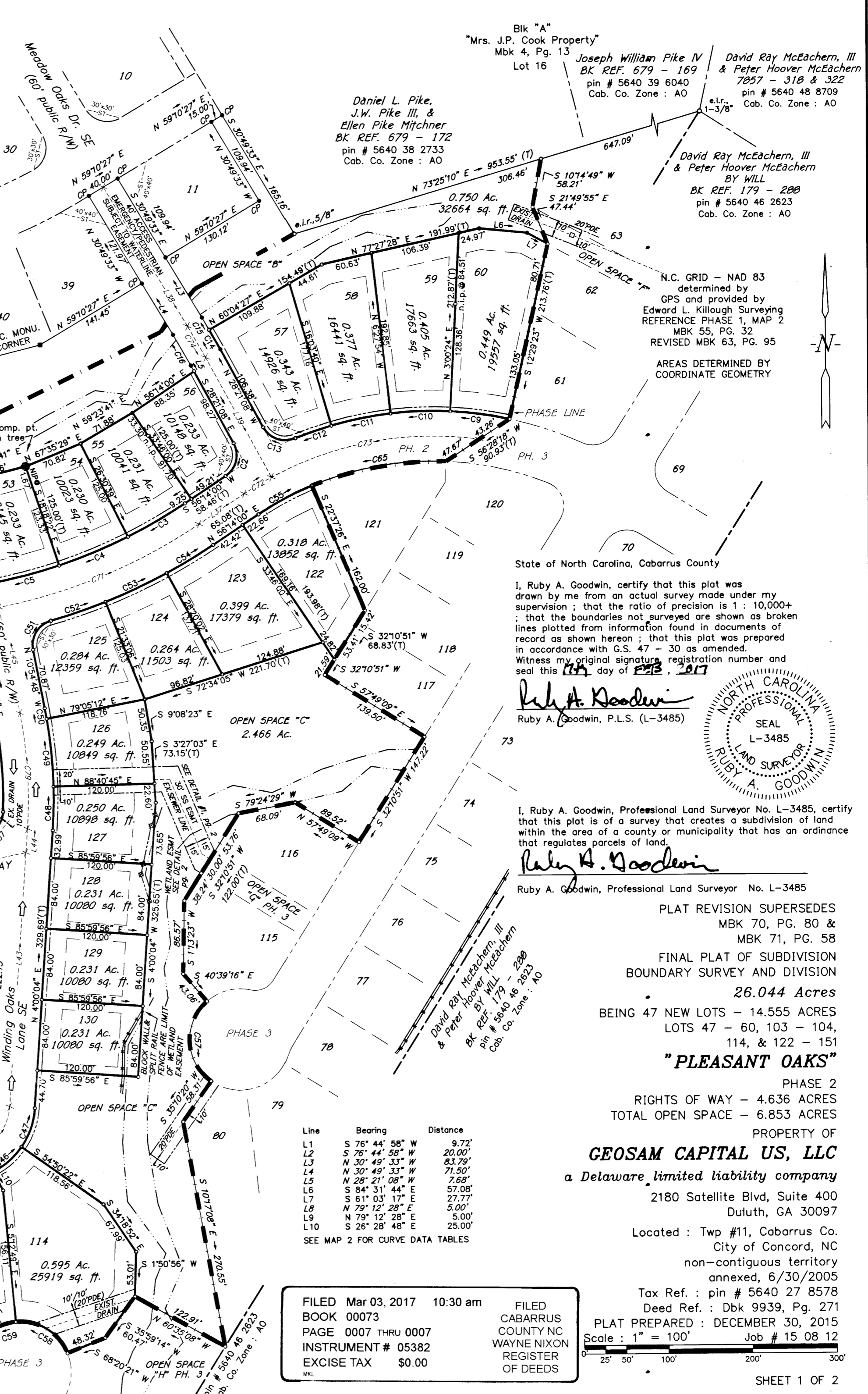
Robert S. Smith/4752 - 50
pin # 5640 17 8306
Cab. Co. Zone : LDR

LEGEND:
n.i.p. = New Iron Pin, (SET)
e.i.p. = Existing Iron Pipe, as described (FOUND)

PLAT REVIEW OFFICER CERTIFICATE
State of North Carolina, Cabarrus County
I, Greg Bueck, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

REVISION CHART table with columns: DATE, INITIALS, EXPLANATION. Includes entries for 7/7/2016 and 12/28/2016.

Mel G. Thompson & Associates, PA
PROFESSIONAL LAND SURVEYORS
303 South Main Street
Kannapolis, N.C. 28081

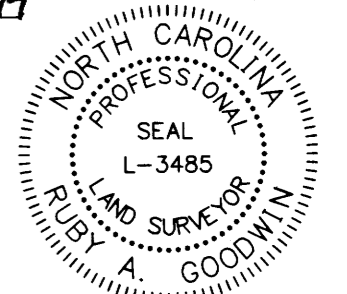


Mrs. J.P. Cook Property
Blk "A"
Mbk 4, Pg. 13
Lot 16
Joseph William Pike IV
BK REF. 679 - 169
pin # 5640 39 6040
Cab. Co. Zone : AO

N.C. GRID - NAD 83
determined by
GPS and provided by
Edward L. Killough Surveying
REFERENCE PHASE 1, MAP 2
MBK 55, PG. 32
REVISED MBK 63, PG. 95

State of North Carolina, Cabarrus County
I, Ruby A. Goodwin, certify that this plat was drawn by me from an actual survey made under my supervision...

Ruby A. Goodwin
Ruby A. Goodwin, P.L.S. (L-3485)



I, Ruby A. Goodwin, Professional Land Surveyor No. L-3485, certify that this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

PLAT REVISION SUPERSEDES
MBK 70, PG. 80 &
MBK 71, PG. 58
FINAL PLAT OF SUBDIVISION
BOUNDARY SURVEY AND DIVISION
26.044 Acres
BEING 47 NEW LOTS - 14,555 ACRES
LOTS 47 - 60, 103 - 104,
114, & 122 - 151

"PLEASANT OAKS"
PHASE 2
RIGHTS OF WAY - 4.636 ACRES
TOTAL OPEN SPACE - 6.853 ACRES

PROPERTY OF
GEOSAM CAPITAL US, LLC
a Delaware limited liability company
2180 Satellite Blvd, Suite 400
Duluth, GA 30097

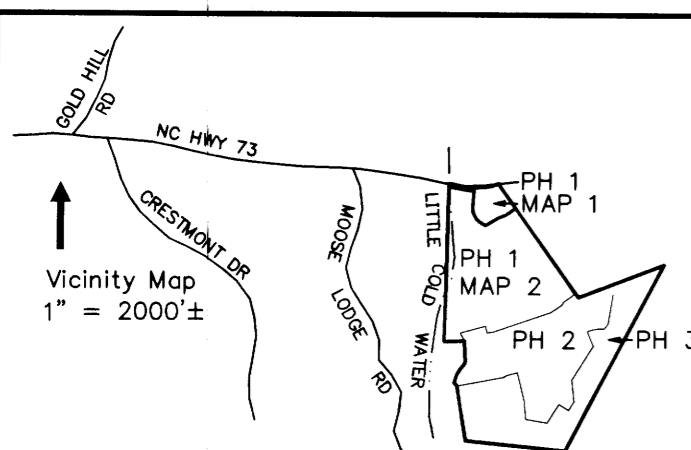
Located : Twp #11, Cabarrus Co.
City of Concord, NC
non-contiguous territory
annexed, 6/30/2005

Tax Ref. : pin # 5640 27 8578
Deed Ref. : Dbk 9939, Pg. 271
PLAT PREPARED : DECEMBER 30, 2015
Scale : 1" = 100'

FILED Mar 03, 2017 10:30 am
BOOK 00073
PAGE 0007 THRU 0007
INSTRUMENT # 05382
EXCISE TAX \$0.00

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS
SHEET 1 OF 2





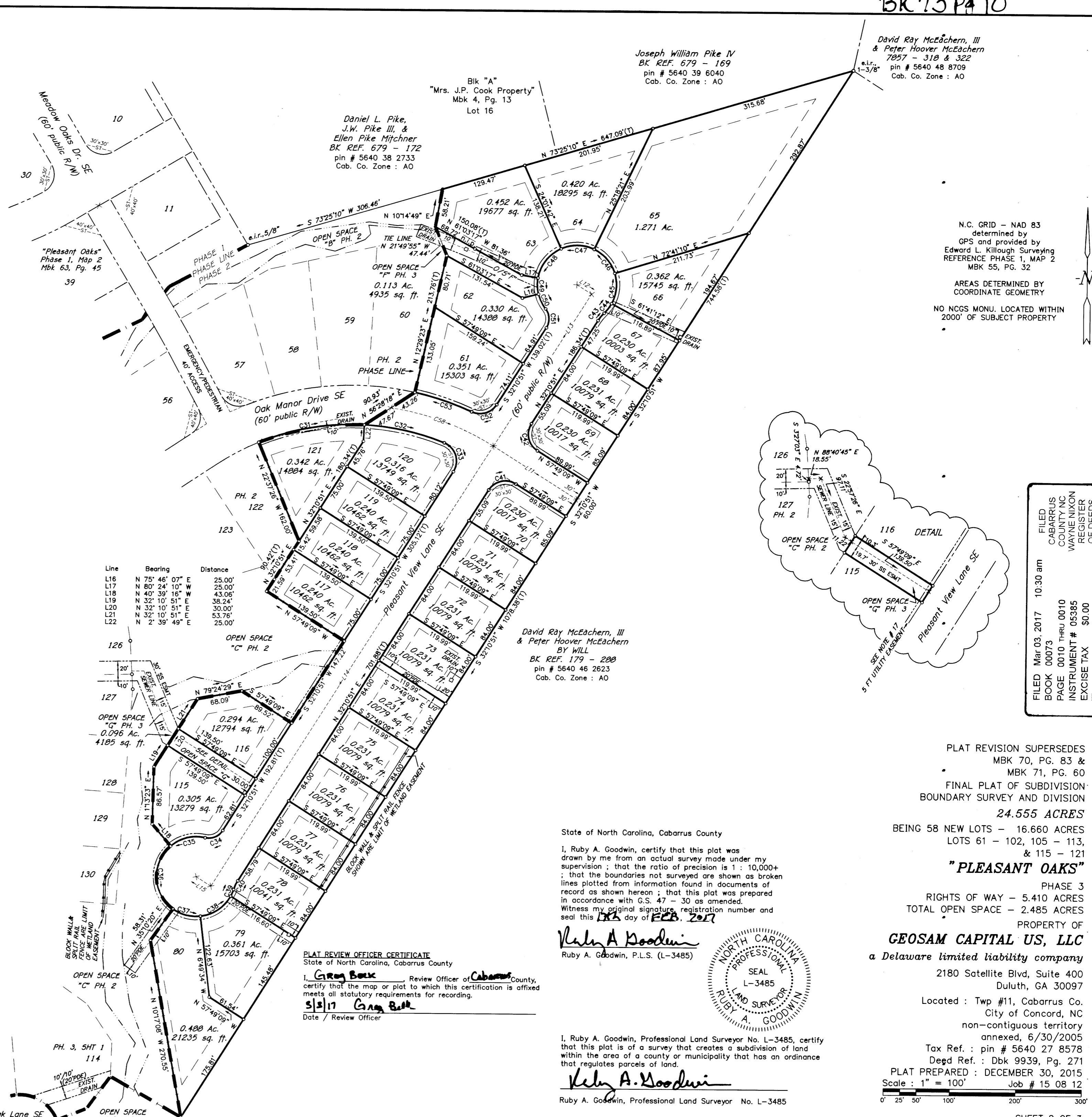
NOTES SPECIFIC TO THIS PAGE:
1) No opinion of title is implied or certified by the information shown on this plat. Subject and adjoining property owners names, deeds of record, and tax parcel identifications reflect those available to this surveyor as of the date of survey shown.

- 2) This property is subject to the maintenance of any public utilities not evident and to any rights-of-way, easements, or agreements of record prior to or at date of survey.
3) MINIMUM BUILDING SETBACKS SHOWN PER CITY OF CONCORD UNIFIED DEVELOPMENT ORDINANCE ZONING DISTRICT 1 RM - 1 FRONT : 25', SIDE : 10', & REAR : 25'
4) PARENT TRACT ORIGINALLY 3 LOTS OF RECORD LOTS 14, 15, AND 29 OF "PROPERTY OF MRS. J.P. COOK" MBK 4, PG. 13

LEGEND:
n.i.p. = New Iron Pin, (SET)
e.i.p. = Existing Iron Pipe, as described (FOUND)
e.i.r. = Existing Iron Rod, as described (FOUND)
op = Open Space
c.p. = Computed Point / No Physical Monu.
NEW IRON PINS SET AT ALL NEW PROPERTY CORNERS UNLESS NOTED OTHERWISE.

REVISION CHART table with columns: DATE, INITIALS, EXPLANATION. Includes revisions for 7/7/2016 (STREET NAME CORRECTIONS) and 12/28/2016 (PUBLIC UTILITY EASEMENT).

Mel G. Thompson & Associates, PA PROFESSIONAL LAND SURVEYORS
303 South Main Street
Kannapolis, N.C. 28081
Telephone (704) 938-4661
Corporate License # (C-0686)



Joseph William Pike IV
BK REF. 679 - 169
pin # 5640 39 6040
Cab. Co. Zone : AO

David Ray McEachern, III & Peter Hoover McEachern
7857 - 318 & 322
pin # 5640 48 8709
Cab. Co. Zone : AO

Daniel L. Pike, J.W. Pike III, & Ellen Pike Michner
BK REF. 679 - 172
pin # 5640 38 2733
Cab. Co. Zone : AO

Mrs. J.P. Cook Property
Lot 16

N.C. GRID - NAD 83
determined by GPS and provided by Edward L. Killough Surveying
REFERENCE PHASE 1, MAP 2 MBK 55, PG. 32
AREAS DETERMINED BY COORDINATE GEOMETRY
NO NCGS MONU. LOCATED WITHIN 2000' OF SUBJECT PROPERTY

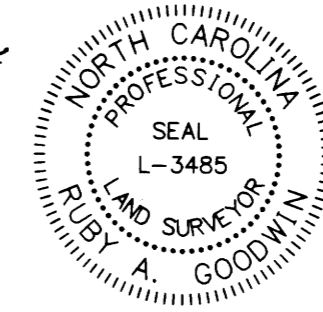
FILED Mar 03 2017 10:30 am
BOOK 00073
PAGE 0010 THRU 0010
INSTRUMENT # 05385
EXCISE TAX \$0.00

David Ray McEachern, III & Peter Hoover McEachern
BY WILL
BK REF. 179 - 288
pin # 5640 46 2623
Cab. Co. Zone : AO

State of North Carolina, Cabarrus County

I, Ruby A. Goodwin, certify that this plat was drawn by me from an actual survey made under my supervision; that the ratio of precision is 1 : 10,000+; that the boundaries not surveyed are shown as broken lines plotted from information found in documents of record as shown hereon; that this plat was prepared in accordance with G.S. 47 - 30 as amended. Witness my original signature, registration number and seal this 14th day of FEB. 2017.

Ruby A. Goodwin
Ruby A. Goodwin, P.L.S. (L-3485)



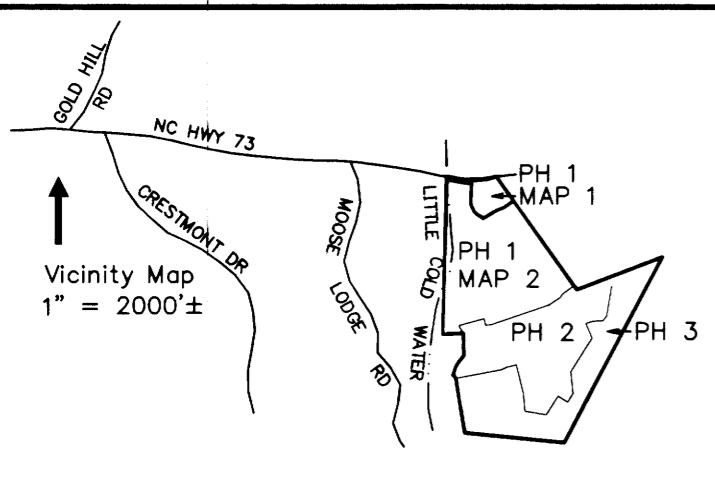
PLAT REVIEW OFFICER CERTIFICATE
I, Greg Bink, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
5/3/17 Greg Bink
Date / Review Officer

PLAT REVISION SUPERSEDES MBK 70, PG. 83 & MBK 71, PG. 60
FINAL PLAT OF SUBDIVISION BOUNDARY SURVEY AND DIVISION
24.555 ACRES

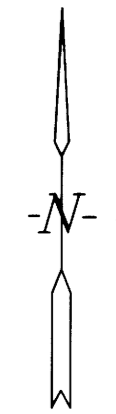
BEING 58 NEW LOTS - 16.660 ACRES
LOTS 61 - 102, 105 - 113, & 115 - 121
"PLEASANT OAKS"
PHASE 3
RIGHTS OF WAY - 5.410 ACRES
TOTAL OPEN SPACE - 2.485 ACRES
PROPERTY OF
GEOSAM CAPITAL US, LLC
a Delaware limited liability company

2180 Satellite Blvd, Suite 400
Duluth, GA 30097
Located : Twp #11, Cabarrus Co.
City of Concord, NC
non-contiguous territory annexed, 6/30/2005
Tax Ref. : pin # 5640 27 8578
Deqd Ref. : Dbk 9939, Pg. 271
PLAT PREPARED : DECEMBER 30, 2015
Scale : 1" = 100' Job # 15 08 12

20K73197

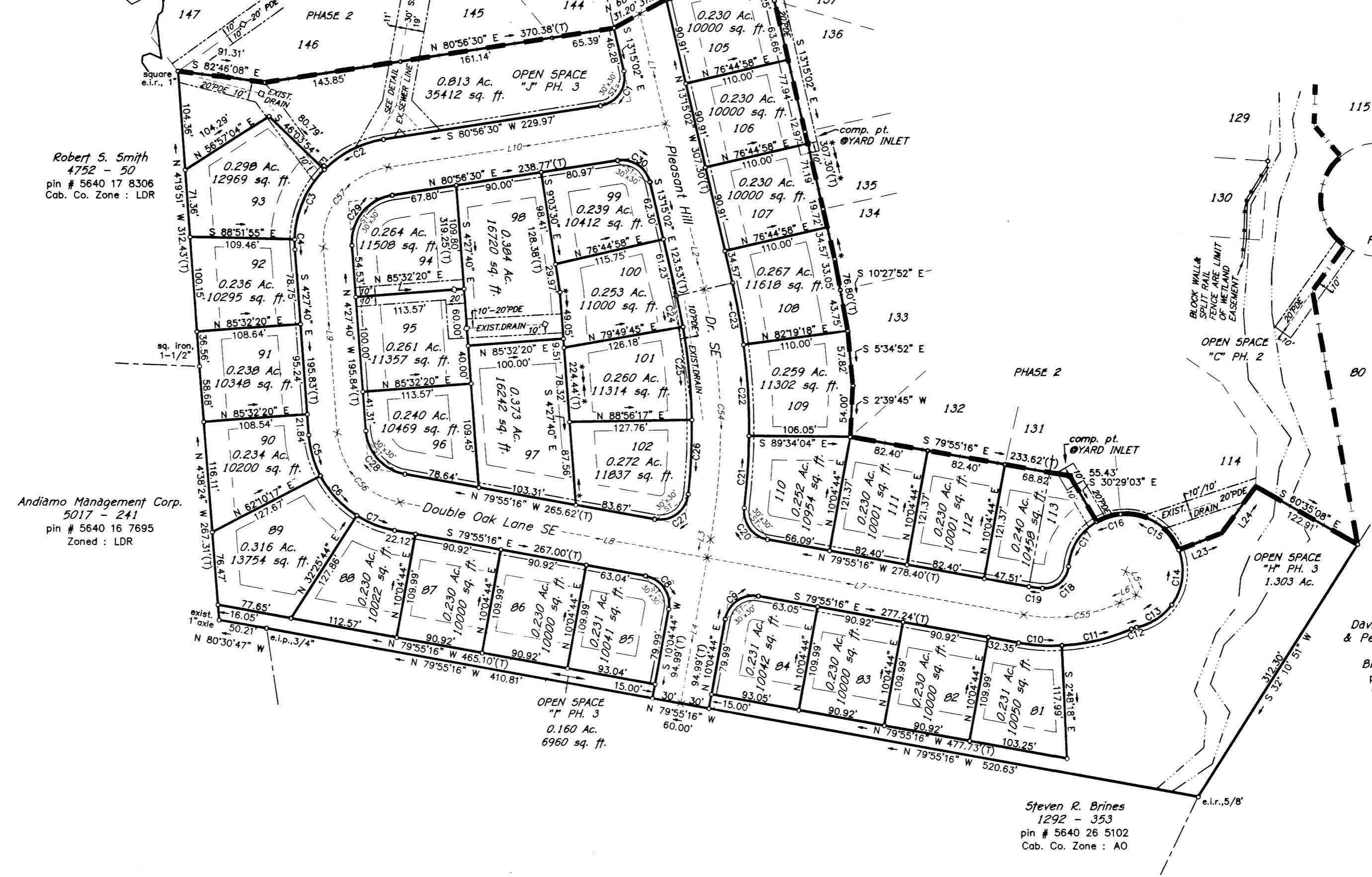


N.C. GRID - NAD 83 determined by GPS and provided by Edward L. Killough Surveying REFERENCE PHASE 1, MAP 2 MBK 55, PG. 32 AREAS DETERMINED BY COORDINATE GEOMETRY NO CGCS MONU. LOCATED WITHIN 2000' OF SUBJECT PROPERTY



- NOTES SPECIFIC TO THIS PAGE: 1) No opinion of title is implied or certified by the information shown on this plat. Subject and adjoining property owners names, deeds of record, and tax parcel identifications reflect those available to this surveyor as of the date of survey shown. \*GS 47-30 ... mapping requirements. (c) ... (the name of owner shall be shown for indexing purposes only and is not to be construed as title certification) 2) This property is subject to the maintenance of any public utilities not evident and to any rights-of-way, easements, or agreements of record prior to or at date of survey. 3) MINIMUM BUILDING SETBACKS SHOWN PER CITY OF CONCORD UNIFIED DEVELOPMENT ORDINANCE ZONING DISTRICT: RM - 1 FRONT: 25', SIDE: 10', & REAR: 25' 4) PARENT TRACT ORIGINALLY 3 LOTS OF RECORD LOTS 14, 15, AND 29 OF "PROPERTY OF MRS. J.P. COOK" MBK 4, PG. 13 5) As of the date (DEC/2015) of this Survey this property does NOT lie in a Special Flood Hazard Zone. Reference: Map # 3710564000J Published by: Federal Emergency Management Agency MAP REVISED: NOVEMBER 5, 2008 6) CITY OF CONCORD SANITARY SEWER AND WATER SERVICE TO BE PROVIDED. 7) CENTERLINE OF ROADS PH 3, SHT 1 2266.59 LINEAR FEET. SEE TABLE BELOW FOR INDIVIDUAL STREET LENGTHS LINEAR FOOTAGE ROADS Pleasant Hill Dr SE - 738.02 Double Oak Lane SE - 1528.57 8) SEE SHEET 3 OF 3 FOR CURVE TABLES AND CENTERLINE OF ROAD METES AND BOUNDS. 9) PRELIMINARY PLAT APPROVAL BY CABARRUS COUNTY ON 2/17/2005 ZONING CLASSIFICATION: MOR TRADITIONAL DEVELOPMENT OPTION 10) LOTS 93, 98, 100, 101, & OPEN SPACE "J" ARE SUBJECT TO 20' PDE'S CENTERED ON ASBUILT DRAINAGE STRUCTURES AS SHOWN. 11) LOTS 94, 95, 105, 108, 107, & 113 ARE SUBJECT TO 20' PDE'S CENTERED ON COMMON PROPERTY LINE AS SHOWN. 12) OPEN SPACE "J" SUBJECT TO SANITARY SEWER EASEMENT. 13) APPROXIMATE IMPERVIOUS SURFACE PH 3, SHT 1 AS DESIGNED: 70,537 SQ. FT. (1.6 ACRES) 14) PROPOSED UTILITY DEDICATIONS PH. 3, SHT 1: 857.06 LIN. FT. 15) OPEN SPACES H, I AND J ARE PASSIVE. 16) PHASE 3, SHEET 1 OF 3 LOTS 81 - 102, & 105 - 113/ 31 LOTS, 7,879 ACRES ROAD R/W - 3.180 ACRES OPEN SPACE - 2.276 ACRES 17) ALL LOTS AND OPEN SPACE AREAS SUBJECT TO A PUBLIC UTILITY EASEMENT 5 FT IN WIDTH BEHIND THE EXISTING ROAD RIGHT OF WAY SEE 12/28/2016 REVISION

APPROX. LOC. 100 YEAR FLOOD PLAIN PER REF'D F.I.R.M. PANEL



Robert S. Smith 4752 - 50 pin # 5640 17 8306 Cab. Co. Zone: LDR

Andiamo Management Corp. 5017 - 241 pin # 5640 16 7695 Zoned: LDR

Steven R. Brines 1292 - 353 pin # 5640 26 5102 Cab. Co. Zone: AO

Table with 3 columns: Line, Bearing, Distance. Line L23: N 68° 20' 21" E 48.32'. Line L24: N 35° 59' 14" E 60.47'.

David Ray McEachern, III & Peter Hoover McEachern BY WILL BK REF. 179 - 288 pin # 5640 46 2623 Cab. Co. Zone: AO

FILED Mar 03 2017 10:30 am CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS EXCISE TAX \$0.00

- LEGEND: n.i.p. = New Iron Pin, (SET) e.i.p. = Existing Iron Pipe, as described (FOUND) e.i.r. = Existing Iron Rod, as described (FOUND) cp = Computed Point / No Physical Monu. NEW IRON PINS SET AT ALL NEW PROPERTY CORNERS UNLESS NOTED OTHERWISE. LINE LEGEND: ST--- = SIGHT TRIANGLE EASEMENT --- = SMALL DASH CENTERLINE NEW ROAD --- = DASH MINIMUM BUILDING SETBACK LINE --- = LARGE DASH PROPOSED LINES OF FUTURE DEV. --- = DASH - 3 DOT - STREAM WETLAND BOUNDARY --- = LARGE DASH - 2 SMALL DASH EASEMENT/RIGHT OF WAY PDE = PRIVATE DRAINAGE EASEMENT SS ESMT = SANITARY SEWER EASEMENT --- = LARGE DASH - SMALL DASH ADJOINING PROPERTY LINES --- = SOLID NEW OR EXISTING SURVEYED PROPERTY LINES --- = LARGE DASH, TRIPLE SMALL DASH PUBLIC UTILITY EASEMENT 5FT BEHIND ROAD R/W

REVISION CHART table with columns: DATE, INITIALS, EXPLANATION. Row 1: 12/28/2016, RG, PUBLIC UTILITY EASEMENT 5 FT BEHIND ROAD R/W.

Mel G. Thompson & Associates, PA PROFESSIONAL LAND SURVEYORS 303 South Main Street Kannapolis, N.C. 28081 Telephone (704) 938-4661 Corporate License # (C-0686)

PLAT REVIEW OFFICER CERTIFICATE State of North Carolina, Cabarrus County I, Gray Belle, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording. 3/3/17 Gray Belle Date / Review Officer

State of North Carolina, Cabarrus County I, Ruby A. Goodwin, certify that this plat was drawn by me from an actual survey made under my supervision; that the ratio of precision is 1 : 10,000+; that the boundaries not surveyed are shown as broken lines plotted from information found in documents of record as shown hereon; that this plat was prepared in accordance with G.S. 47 - 30 as amended. Witness my original signature, registration number and seal this 17th day of Feb. 2017

Ruby A. Goodwin Ruby A. Goodwin, P.L.S. (L-3485)



I, Ruby A. Goodwin, Professional Land Surveyor No. L-3485, certify that this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. Ruby A. Goodwin Ruby A. Goodwin, Professional Land Surveyor No. L-3485

PLAT REVISION SUPERSEDES MBK 70, PG. 82 FINAL PLAT OF SUBDIVISION BOUNDARY SURVEY AND DIVISION 24.555 ACRES BEING 58 NEW LOTS - 16.660 ACRES LOTS 61 - 102, 105 - 113, & 115 - 121 "PLEASANT OAKS" PHASE 3 RIGHTS OF WAY - 5.410 ACRES TOTAL OPEN SPACE - 2.485 ACRES PROPERTY OF

GEOSAM CAPITAL US, LLC a Delaware limited liability company

2180 Satellite Blvd, Suite 400 Duluth, GA 30097

Located: Twp #11, Cabarrus Co. City of Concord, NC non-contiguous territory annexed, 6/30/2005

Tax Ref.: pin # 5640 27 8578 Deed Ref.: Dbk 9939, Pg. 271

PLAT PREPARED: DECEMBER 30, 2015 Scale: 1" = 100' Job # 15 08 12





**MEMORADUM**

DATE: Tuesday, March 23, 2021  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Park View Estates PH 2B PH 3 MP 2A  
 PROJECT NUMBER: 2018-014  
 DEVELOPER: Park View Estates, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 167-171  
 INFRASTRUCTURE TYPE: Water Only  
 COUNCIL ACCEPTANCE DATE: Thursday, April 8, 2021  
 ONE-YEAR WARRANTY DATE: Thursday, December 07, 2022

Water Infrastructure	Quantity
8-inch in LF	186.00

Sanitary Sewer Infrastructure	Quantity
-------------------------------	----------

ORD. #

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11<sup>th</sup> day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

<b>Account</b>	<b>Title</b>	<b><u>Revenues</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
100-4351000	Sale of fixed assets	\$0	\$320,000	\$320,000
<b>Total</b>				<b><u>\$320,000</u></b>

<b>Account</b>	<b>Title</b>	<b><u>Expenses/Expenditures</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
4520-5540000	Vehicles - Capital	\$238,000	\$558,000	\$320,000
<b>Total</b>				<b><u>\$320,000</u></b>

Reason: To allocate funds to purchase two Knuckleboom trucks.

Adopted this 8th day of April, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE  
General Capital Projects**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The projects authorized are General Capital Projects for the Streetscape Project.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
<b>Total</b>				

SECTION 4. The following amounts are appropriated for the project:

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8804-5811283				
8804-5811283	Airport Signage	100,000	10,086	(89,914)
8804-5811272				
8804-5811272	Streetscape Project	3,805,500	3,895,414	89,914
<b>Total</b>				<b>0</b>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of April, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11<sup>th</sup> day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
650-4401201	Green Fees	\$754,498	\$779,498	\$25,000
<b>Total</b>				<b>\$25,000</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7501-5550000	Equipment - Capital	\$0	\$25,000	\$25,000
<b>Total</b>				<b>\$25,000</b>

Reason: To appropriate excess revenues to cover the purchase of a tractor for the golf course.

Adopted this 8th day of April, 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

ORD.

GRANT PROJECT ORDINANCE  
FY 2021 CAPITAL FUND GRANT  
PROJECT NC19P00850121

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby ordained:

SECTION 1. The project authorized is the Capital Fund grant, which is a program to assist the Housing Department in carrying out development, capital and management activities in order to ensure that the program continues to service low-income families.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the U.S. Department of Housing and Urban Development.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

2021CFP Revenue	692-4703309	\$ 377,668
	692-4703309	

SECTION 4. The following amounts are appropriated to the project:

General Capital Activity	9213-5800290	\$ 305,543
	9213-5800290	
Operations	9213-5800250	\$72,125
	9213-5800250	
Total		\$ 377,668

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8<sup>th</sup> day of April 2021.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney



**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of February 2021**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>18,923.60</b>
CONCORD DOWNTOWN	\$	<b>54.37</b>

<b>REFUNDS</b>		
CITY OF CONCORD	\$	<b>13,002.13</b>
CONCORD DOWNTOWN	\$	<b>-</b>

<b>DISCOVERIES</b>								
CITY OF CONCORD								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
2016	0	0	0	0.0048	0.00	0.00		
2017	0	0	0	0.0048	0.00	0.00		
2018	0	0	0	0.0048	0.00	0.00		
2019	0	0	0	0.0048	0.00	0.00		
2020	1,160	1,547	2,707	0.0048	13.00	0.00		
2021	377,505	0	377,505	0.0048	1,812.02	0.00		
<b>Total</b>	<b>378,665</b>	<b>1,547</b>	<b>380,212</b>		<b>\$ 13,720.23</b>	<b>\$ -</b>		
DOWNTOWN								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
2017	0	0	0	0.0023	0.00	0.00		
2018	0	0	0	0.0023	0.00	0.00		
2019	0	0	0	0.0023	0.00	0.00		
2020	0	0	0	0.0023	0.00	0.00		
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>		

**Tax Report for Fiscal Year 2020-2021**

**FINAL REPORT**

**February**

**Property Tax Receipts- Munis**

2020 BUDGET YEAR	1,146,930.74
2019	19,385.45
2018	2,219.22
2017	908.41
2016	559.44
2015	79.20
2014	174.56
2013	-
2012	-
2011	14.06
Prior Years	328.03
Interest	22,364.48
Refunds	
	<u>1,192,963.59</u>

**Vehicle Tax Receipts- County**

2020 BUDGET YEAR	408,118.07
2019	
2018	
2017	
2016	
2015	
2014	
Prior Years	25.49
Penalty & Interest	4,129.81
Refunds	
	<u>412,273.37</u>

**Fire District Tax - County**

2019 BUDGET YEAR	5,328.87
------------------	----------

Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<u>1,610,565.83</u>
-----------------------------------	---------------------

423:Vehicle Tag Fee-Transportation Impr Fund	31,380.57
100:Vehicle Tag Fee	127,408.85
292:Vehicle Tag Fee-Transportation Fund	31,380.58
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<u>190,170.00</u>

Privilege License	262.50
Prepaid Privilege Licenses	
Privilege License interest	18.75
<b>Total Privilege License</b>	<u>281.25</u>

	3,075.00
Oakwood Cemetery current	-
Oakwood Cemetery endowment	5,325.02
Rutherford Cemetery current	1,699.98
Rutherford Cemetery endowment	1,250.00
West Concord Cemetery current	600.00
West Concord Cemetery endowment	
<b>Total Cemetery Collections</b>	<u>8,875.00</u>

<b>Total Collections</b>	<u>\$ 1,809,892.08</u>
--------------------------	------------------------

<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	13,720.23
Discovery Penalty	
<b>Total Amount Invoiced - Monthly</b>	<u>13,720.23</u>
<b>Total Amount Invoiced - YTD</b>	63,218,574.06

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	18,923.60
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>18,923.60</u>

<b>Adjusted Amount Invoiced - monthly</b>	<b>(5,203.37)</b>
<b>Adjusted Amount Invoiced - YTD</b>	62,831,984.20

Current Levy Collected	1,146,930.74
Levy Collected from previous years	23,668.37
Penalties & Interest Collected	22,364.48
Current Month Write Off - Debit/Credit	-
<b>Total Monthly Collected</b>	<u>1,192,963.59</u>
<b>Total Collected - YTD</b>	62,331,294.30

**Total Collected - net current levy -YTD** 61,945,204.03

Percentage of Collected -current levy 98.59%

Amount Uncollected - current year levy 886,780.17

Percentage of Uncollected - current levy 1.41%

100.00%

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By CUSIP / Ticker  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 2/28/2021

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BANCO SANTANDER SA 0 3/4/2021	05970RQ40	5,000,000.00	4,986,388.89	03/04/2021	0.401	1.28	N/A	99.727778	4
CP BANCO SANTANDER SA 0 5/24/2021	05970RSQ9	5,000,000.00	4,994,330.56	05/24/2021	0.260	1.28	N/A	99.886611	85
CP CHESHAM 0 7/29/2021	16536HUV1	5,000,000.00	4,994,972.20	07/29/2021	0.200	1.28	N/A	99.899444	151
CP CHESHAM FIN LTD/LLC 0 4/20/2021	16536HRL7	5,000,000.00	4,995,451.40	04/20/2021	0.250	1.28	N/A	99.909028	51
CP CREDIT SUISSE 0 5/17/2021	2254EASH7	5,000,000.00	4,991,406.94	05/17/2021	0.230	1.28	N/A	99.828139	78
CP ING US FUNDING 0 6/10/2021	45685QTA7	5,000,000.00	4,994,972.22	06/10/2021	0.200	1.28	N/A	99.899444	102
CP LLOYDS BANK CORP 0 6/22/2021	53948ATN1	5,000,000.00	4,991,841.67	06/22/2021	0.220	1.28	N/A	99.836833	114
CP MACQUARIE BANK 0 8/17/2021	55607KVH6	5,000,000.00	4,995,525.00	08/17/2021	0.180	1.28	N/A	99.9105	170
CP MALAYAN BANK 0 4/26/2021	56108JRS2	5,000,000.00	4,993,541.67	04/26/2021	0.250	1.28	N/A	99.870833	57
CP NATIXIS NY 0 3/19/2021	63873JQK9	5,000,000.00	4,990,705.55	03/19/2021	0.281	1.28	N/A	99.814111	19
CP NATIXIS NY 0 5/11/2021	63873JSB7	5,000,000.00	4,995,386.11	05/11/2021	0.220	1.28	N/A	99.907722	72
CP SALVATION ARMY 0 10/14/2021	79584RXE3	5,000,000.00	4,993,875.00	10/14/2021	0.180	1.28	N/A	99.8775	228
CP TOYOTA MOTOR CREDIT 0 8/9/2021	89233GV94	5,000,000.00	4,993,648.61	08/09/2021	0.170	1.28	N/A	99.872972	162
Sub Total / Average Commercial Paper		65,000,000.00	64,912,045.82		0.234	16.66		99.864711	99
FFCB Bond									
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	09/22/2023	0.190	1.28	N/A	100	936
FFCB 0.2 8/19/2022-21	3133EL4H4	5,000,000.00	5,000,000.00	08/19/2022	0.200	1.28	N/A	100	537
FFCB 0.22 7/21/2022-21	3133ELW67	5,000,000.00	4,997,500.00	07/21/2022	0.245	1.28	N/A	99.95	508
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	01/19/2024	0.244	1.28	N/A	99.957	1,055
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.28	N/A	100	1,005
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	08/10/2023	0.320	1.28	N/A	100	893
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	09/10/2024	0.430	1.28	N/A	100	1,290
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	09/29/2025	0.530	1.28	N/A	100	1,674
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	06/16/2026	0.625	1.28	N/A	100	1,934
FFCB 0.8 4/22/2024-21	3133ELXC3	5,000,000.00	5,000,000.00	04/22/2024	0.800	1.28	N/A	100	1,149
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	01/25/2029	1.076	1.28	N/A	99.725	2,888
FFCB 1.24 3/10/2023-21	3133ELRZ9	5,000,000.00	5,000,000.00	03/10/2023	1.240	1.28	N/A	100	740

FFCB 1.48 3/10/2026-21	3133ELSC9	5,000,000.00	5,000,000.00	03/10/2026	1.480	1.28	N/A	100	1,836
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	03/30/2027	1.550	1.28	N/A	100	2,221
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.28	N/A	100	576
FFCB 1.89 3/2/2027-21	3133ELQH0	5,000,000.00	5,000,000.00	03/02/2027	1.890	1.28	N/A	100	2,193
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.28	N/A	100	1,307
Sub Total / Average FFCB Bond		85,000,000.00	84,981,600.00		0.866	21.81		99.978395	1,338
FHLB Bond									
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/05/2023	0.270	1.28	N/A	99.85	949
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.28	N/A	100	1,002
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	09/29/2023	0.300	1.28	N/A	100	943
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	07/15/2025	0.405	1.28	N/A	99.98	1,598
FHLB 0.44 6/29/2023-20	3130AJPW3	3,658,318.45	3,658,318.45	06/29/2023	0.440	0.94	N/A	100	851
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	08/27/2024	0.450	1.28	N/A	100	1,276
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.28	N/A	99.98	1,695
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	02/17/2026	0.550	1.28	N/A	99.9	1,815
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	08/17/2027	0.866	1.28	N/A	99.725	2,361
FHLB 1.55 3/25/2024-21	3130AJAX7	5,000,000.00	5,000,000.00	03/25/2024	1.550	1.28	N/A	100	1,121
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	07/22/2024	1.770	1.28	N/A	100	1,240
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.28	N/A	100	3,168
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	01/29/2026	1.002	1.28	N/A	100	1,796
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.765	1.28	N/A	100	1,766
Sub Total / Average FHLB Bond		68,658,318.45	68,630,068.45		0.828	17.61		99.958917	1,555
FHLMC Bond									
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	06/26/2023	0.254	0.83	N/A	99.986726	848
FHLMC 0.25 7/28/2022-21	3134GWAP1	5,000,000.00	5,000,000.00	07/28/2022	0.250	1.28	N/A	100	515
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	09/08/2023	0.237	0.54	N/A	100.039854	922
FHLMC 0.27 5/19/2022-21	3134GVWZ7	5,000,000.00	5,000,000.00	05/19/2022	0.270	1.28	N/A	100	445
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.28	N/A	100	1,019
FHLMC 0.3 6/30/2022-21	3134GV2M9	5,000,000.00	5,000,000.00	06/30/2022	0.300	1.28	N/A	100	487
FHLMC 0.3 8/26/2022-21	3134GVYZ5	5,000,000.00	5,000,000.00	08/26/2022	0.300	1.28	N/A	100	544
FHLMC 0.35 11/18/2022-21	3134GVVY1	5,000,000.00	5,000,000.00	11/18/2022	0.350	1.28	N/A	100	628
FHLMC 0.375 2/21/2023-21	3134GVXB9	5,000,000.00	5,000,000.00	02/21/2023	0.375	1.28	N/A	100	723
FHLMC 0.375 4/14/2023-21	3134GV4N5	5,000,000.00	5,000,000.00	04/14/2023	0.375	1.28	N/A	100	775
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	04/20/2023	0.341	0.33	N/A	100.100871	781
FHLMC 0.45 5/26/2023-21	3134GVWK0	5,000,000.00	5,006,450.00	05/26/2023	0.399	1.28	N/A	100.129	817
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	07/14/2026	0.800	1.28	N/A	100	1,962
FHLMC 1.25 3/26/2025-21	3134GVHG6	5,000,000.00	5,000,000.00	03/26/2025	1.250	1.28	N/A	100	1,487
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.28	N/A	100	1,124

FHLMC 2.375 1/13/2022	3137EADB2	1,645,000.00	1,638,300.10	01/13/2022	2.521	0.42	N/A	99.592714	319
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	06/19/2023	0.244	0.34	N/A	107.589	841
Sub Total / Average FHLMC Bond		69,500,000.00	69,594,428.24		0.581	17.86		100.145883	862
FNMA Bond									
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	0.95	N/A	100.076557	1,002
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.28	N/A	100	1,034
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.28	N/A	100	971
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	08/17/2023	0.310	1.28	N/A	100	900
FNMA 0.4 7/20/2023-21	3136G4ZS5	5,000,000.00	5,000,000.00	07/20/2023	0.400	1.28	N/A	100	872
FNMA 0.42 7/7/2023-21	3136G4YJ6	5,000,000.00	5,000,000.00	07/07/2023	0.420	1.28	N/A	100	859
FNMA 0.43 6/30/2023-21	3136G4XS7	5,000,000.00	5,000,000.00	06/30/2023	0.430	1.28	N/A	100	852
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	08/27/2024	0.455	1.28	N/A	100	1,276
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	08/19/2025	0.550	1.28	N/A	100	1,633
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	08/25/2025	0.580	1.28	N/A	100	1,639
FNMA 0.6 4/20/2023-21	3136G4UZ4	5,000,000.00	5,000,000.00	04/20/2023	0.600	1.28	N/A	100	781
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	07/14/2025	0.700	1.28	N/A	100	1,597
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.28	N/A	100	2,069
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/04/2027	0.800	1.28	N/A	100	2,440
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	09/06/2022	1.568	0.08	N/A	99.499	555
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	04/05/2022	2.147	0.51	N/A	99.223064	401
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/05/2022	1.511	0.99	N/A	101.379763	584
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.25	N/A	101.014	408
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	01/19/2023	1.134	0.48	N/A	103.531596	690
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	09/12/2023	0.221	0.32	N/A	107.99	926
Sub Total / Average FNMA Bond		78,765,000.00	78,970,541.67		0.613	20.26		100.274075	1,196
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	44,475.14	44,475.14	N/A	0.010	0.01	N/A	100	1
NCCMT LGIP	NCCMT481	12,305,612.45	12,305,612.45	N/A	0.010	3.16	N/A	100	1
NCCMT LGIP	NCCMT271	91,044.37	91,044.37	N/A	0.010	0.02	N/A	100	1
Sub Total / Average Local Government Investment Pool		12,441,131.96	12,441,131.96		0.010	3.19		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,188,373.84	10,188,373.84	N/A	0.200	2.61	N/A	100	1
Sub Total / Average Money Market		10,188,373.84	10,188,373.84		0.200	2.61		100	1
Total / Average		389,552,824.25	389,718,189.98		0.607	100		100.047109	978