



City Council Agenda

Thursday, September 09, 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.

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

August 5, August 10, and August 12, 2021.

IV. Presentations

1. Presentation of retirement plaque to Master Police Officer Christopher Carpenter for over 16 years of service with the City of Concord Police Department.

MPO Christopher Carpenter started his career in the United States Army. After his service in the military, he joined the NC Department of Corrections as a Corrections officer. Carpenter began his career with Concord as a police officer on February 15, 2005. During his tenure, he earned the designations of Master Police Officer and Field Training Officer. MPO Carpenter retired from the Concord Police Department on September 1, 2021, with over 16 years of service. Throughout his entire law enforcement career, Carpenter has enjoyed serving his city and community.

2. Presentation of a Retirement Plaque to Darrel Burris for over 23 years of service with the City of Concord Concord-Padgett Regional Airport. (Work Session)

Darrel Burris has been a dedicated employee of the City of Concord as a Maintenance Mechanic for over 23 years at the Concord-Padgett Regional Airport. He has been a great asset to the airport and performed a variety of jobs throughout his years of service. Darrel's working knowledge of the many pieces of specialized aviation equipment has been a very valuable asset to the airport. The airport appreciates all of his work over the years and wishes him the best in his retirement.

3. Presentation of a Retirement Plaque to Rodney D. Smith for over 25 years of service with the City of Concord Parks and Recreation.

Over the last 25 years, Rodney Smith has been a vital part of the Parks & Recreation team. As a PT Center Leader and Center Supervisor at the Logan Multi-Purpose Center, he has provided guidance and leadership to the Logan community for over 25 years. He has provided guidance for the Martin Luther King celebration, Juneteenth celebration and the Logan Neighborhood Association for the Logan community. We appreciate his service and dedication to many programs offered throughout the City which include, Lunch Plus, Concord 101, Civic Ed, Journey Through Concord, Fit and Fab Trips and trips for Summer Playgrounds to name a few. Rodney began his career in 1996 as a PT Center Leader for the Logan Multi-Purpose Center. In 2004, he was promoted to Center Supervisor for the Logan Multi-Purpose Center. During his years of service, he has seen the department grow. He has assisted in many programs to ensure their success, this includes a youth basketball volunteer coach, youth basketball official and bus driver for the department. In the last 25 years, Rodney has witnessed many amazing accomplishments at the Logan Multi-Purpose Center, from building renovations to program growth, the expansion of the reservation program and special events in the

community. Rodney's dedication and support will be missed. A happy retirement and thank you for the impact and difference you made for the Logan Multi-Purpose Center and the citizens of Concord.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

- 1. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a three year / 85% tax based Economic Development Incentive Grant to STERIS Corp. to locate at 7885 Poplar Tent Road in Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. STERIS Corp. proposes to develop a 35,000 SF surgical instrument processing facility at 7885 Poplar Tent Road (PIN: 4690-06-3827-0000) with an estimated total investment of approximately \$19,950,000 in real and personal property. STERIS plans to create 121 new full time jobs over five years with an average wage of \$51,458. The total value of the City's three year grant is estimated to equal \$226,267 dependent on the actual investment. The City of Concord would still collect a three-year net revenue of \$39,929 after the incentive payments. See attached grant analysis for additional details.

Recommendation: Motion to offer a contract for a three year / 85% Economic Development Incentive Grant to STERIS Corp. to locate at 7885 Poplar Tent Road in Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

- 2. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a three year / 85% tax based Economic Development Incentive Grant to MHS Travel and Charter, Inc. to locate at 9000 Aviation Blvd in Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. MHS Travel and Charter proposes to develop an airport hangar and office facility at 9000 Aviation Blvd in Concord at an estimated investment of \$15.5 million. Additionally, the Project would locate \$80 million worth of aircraft in the facility, with a Company commitment to have those aircraft located there each year for local property-tax assessment. The Project represents an estimated total investment of approximately \$95,500,000 in real and personal property. MHS Travel and Charter plans to create 12 new full time jobs with an average wage of \$125,000 per year. The total value of the City's three year grant is estimated to equal \$1,168,920 dependent on the actual investment. The City of Concord would still collect a three-year net revenue of \$206,280 after the incentive payments. See attached grant analysis for additional details.

Recommendation: Motion to offer a contract for a three year / 85% Economic Development Incentive Grant to MHS Travel and Charter, Inc. to locate at 9000 Aviation Blvd in Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

- 3. Conduct a public hearing and consider adopting an ordinance annexing +/- 49.91 acres of property located on the north and south sides of Goodman Rd (generally 100, 200, 251, 283, 293 Goodman Rd), owned by CK Afton Ridge Land, LLC.** The petition is for voluntary annexation of +/- 49.91 acres of property located on the north and south sides of Goodman Rd (generally 100, 200, 251, 283, 293 Goodman Rd). If annexation is approved, the petitioner intends to apply for the I-1 (Light Industrial) zoning classification and a Special Use Permit to allow distribution. Please refer to the attached staff report for more information.

Recommendation: Consider a motion to adopt the annexation ordinance and set the effective date for September 9th, 2021.

E. Presentations of Petitions and Requests

1. Consider a motion to approve the purchase 30 Fenix Drive, 327 Howerton Avenue NW and 20 Swink Street SW from Murdock Holdings, LLC in the amount of \$48,000 using City Affordable Housing funds. Staff continues to seek vacant and/or abandoned property for acquisition to address neighborhood concerns and the continuing need of affordable housing within Concord. In mid-2020, staff was contacted by a representative for Murdock Holdings seeking the City's interest in possible acquisition of unused parcels. Staff evaluated the lots and identified the following vacant parcels (tax value given) as buildable lots: 30 Fenix Drive \$9,000 (vacant lot), 327 Howerton Avenue NW \$24,000 (vacant lot), and 20 Swink Street SW \$15,000 (vacant lot). An offer, contingent on Council approval, has been made and accepted by Murdock Holdings, LLC in the amount of \$48,000 which is the total tax value of all properties. If approved, the City's Affordable Housing funds would be used for the purchase.

Recommendation: Motion to approve the purchase of 30 Fenix Drive, 327 Howerton Avenue NW and 20 Swink Street SW from Murdock Holdings, LLC for \$48,000 using City Affordable Housing funds.

2. Consider awarding a bid to NC Quality Home Builders in the amount of \$295,440 to renovate the former Fire Station 10 modular now located to 471 Old Charlotte Road into a duplex. The City of Concord continues to focus on affordable housing with the re-purposed use of the modular unit which once housed Fire Station 10. The modular was moved to 471 Old Charlotte Road and will be repurposed into a duplex consisting of two bedrooms and one bath each. This design will keep an open floorplan, very limited wasted space and well sized bedrooms for the square footage. Energy-efficient materials will be used to ensure long-term affordability for the tenants including; energy efficient mini-split systems for heating and cooling, a conditioned crawl space, LED bulbs installed in light fixtures and all Energy Star rated appliances. These products provide a sustainable living environment more so than most typical affordable units built with the least expensive products. Two rounds of bids were solicited for this project. A total of six contractors received invitations to bid for each round. NC Quality Home Builders was the lowest responsible bidder. If approved, the City's Affordable Housing funds would be used for the purchase.

Recommendation: Motion to award a bid to NC Quality Home Builders in the amount of \$295,440.00 to renovate the former Fire Station 10 modular now located to 471 Old Charlotte Road into a duplex.

3. Consider authorizing the City Manager to extend the current fuel agreement with World Fuel Services an additional 5 years to end on June 30, 2030. The current fuel agreement with World Fuel Services is set to expire on June 30, 2025. This extension is to add 5 years, making the proposed extension expiration June 30, 2030. The highlights of the benefits of the extension to the agreement are: 2 new 1,500 gallon Avgas trucks (current trucks are 1,000 gallon capacity); 2 new 3,000 gallon Jet A trucks; 2 new 5,000 gallon Jet A trucks; business development funds up to \$350,000 for a fuel farm upgrade to include an additional 20,000 gallon Jet A tank and other improvements if able; fees waived for TotalFBO software; credit card fees to remain the same; Air Elite membership fees waived; 5 NATA PLST training subscriptions covered by World Fuel; Co-op advertising reimbursement will be at \$.005 per gallon; Uniform allowance of \$1,500 outside of co-op; quarterly lunches for team estimated at \$250 per quarter; and Mayor's golf tournament sponsorship of \$1,500 per year. An independent analysis done by John Enticknap, a consultant with Aviation Business Strategies Group, recommended proceeding with the contract extension.

Recommendation: Motion to authorize the City Manager to execute the extension to the current fuel agreement with World Fuel Services for the additional 5 year term to end on June 30, 2030.

4. **Consider awarding a bid to Mugo Gravel And Grading Inc. for site-work and grading at 2640 Concord Parkway S. for purpose of future construction of Substation T.** Considerable site work and grading is necessary for the planned construction of Substation T. Substation T will be a 6 circuit distribution voltage station serving the Boots Mead, Concord Farms Rd and George Liles Parkway areas. Civil engineering was completed and formal bids were received on August 12, 2021, with five respondents submitting proposals. All bids were evaluated for compliance with the specifications and for relevant project experience. The lowest bidder, Mugo Gravel And Grading Inc., at \$322,500, was determined to be a responsible and responsive bidder. They have completed, or are in progress, on several projects throughout the region. Upon completion of a contract, the work is expected to take 150 days to complete.

Recommendation: Make a motion to award a bid for \$322,500 to Mugo Gravel And Grading Inc. for site-work and grading at 2640 Concord Parkway S. for purpose of future construction of Substation T.

5. **Consider authorizing the City Manager to negotiate an addendum to the contract with MetCon Inc. for design build services for the Electric Operations Center.** MetCon Inc. is currently under contract for pre-construction services related to the design and construction of the new Electric Operations Center. The design/engineering efforts for the site work, consisting of all grading and retaining wall construction has reached completion. MetCon has retained sub-contractors and produced a guaranteed maximum price (GMP) of \$5,633,053 for site-work. The GMP will cover all work to prepare the site for future construction of the structures and paving.

Recommendation: Motion to authorize the City Manager to negotiate and execute an addendum to the contract with MetCon Inc. for site-work construction in the amount of \$5,633,053.

6. **Consider approving the Parks and Recreation Department to apply for up to \$110,000 of the 2021 Regional Trail Implementation Grants from Carolina Thread Trail for funding assistance for the development of Irish Buffalo Creek Greenway through Caldwell Park.** Carolina Thread Trail Implementation Grants are available to assist with funding for trail construction, trail design and acquisition. The Carolina Thread Trail Implementation Grant has five (5) program objectives: focus on constructing trail in key priority corridors, build the capacity of local communities to develop future trail, greenway and blueway projects, promote collaboration among community partners and neighboring communities, increase public support and awareness of the benefits of trail and land conservation, reach the population including those of differing socio-economic status, age ability and ethnicity. The Irish Buffalo Creek Corridor is identified as a key priority corridor and one of the main spines for the Carolina Thread Trail for greenway trail development. A match is not required for this grant.

Recommendation: Motion to approve the Parks and Recreation Department to apply for the 2021 Regional Trail Implementation Grant from Carolina Thread Trail for the development of Irish Buffalo Creek Greenway within Caldwell Park up to \$110,000.

7. **Consider authorizing the City Manager to negotiate and execute a contract with Musco Sports Lighting, LLC Sourcewell #199030 for the purchase and installation of Green Generation Lighting fixtures and new poles at the Beverly Hills Tennis Courts, located at the Beverly Hills Park.** This project includes the installation of light fixtures on 4 new pre-cast concrete bases, galvanized steel poles, and lighting equipment at Beverly Hills tennis courts. The poles are being replaced

due to safety concerns identified in our pole inspections. The wooden poles are over 32 years old. The lights will work with the existing Remote Equipment Controllers. The on-field Performance-Light levels are guaranteed for 25 years with the LED solution. This includes both quality and quantity of light as specified. Energy Savings-The savings are real with LED with a reduction of energy by 50%+ with LED over typical HID 1500w. This bid includes Environmental Light Control-Control for neighbors and the environment--LED is an intense light source and without the correct glare control the appearance of the facility will be compromised. The LED proposal covers all maintenance for 25 years. The provided warranty covers all materials and labor, eliminating maintenance costs for 25 years. The City maintains 9 facilities with sports lighting and all have Musco lighting. In order to operate efficiently by reducing the amount of staff training and stocking of parts, the City proposes to purchase the light fixtures from Musco Lighting under the sole-source exception #199030 allowed by N.C. Gen. Stat. 143-129 (e) Exceptions (6) when "(iii) Standardization or compatibility is the overriding consideration." The proposed cost for equipment and installation is \$109,500.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Musco Sports Lighting, LLC for the purchase and installation of Green Generation Lighting fixtures and poles for Beverly Hills Tennis Courts for a fee not to exceed \$109,500.

- 8. Consider authorizing the City Manager to negotiate and execute a contract with Musco Sports Lighting, LLC Sourcewell #199030 for the purchase and installation of Green Generation lighting fixtures on 5 existing poles at Bernie Field, located at the Hartsell Ballfield Complex.** This project includes the installation of light fixtures on the 5 existing pre-cast concrete bases, galvanized steel poles at the Bernie ballfield. The lights will work with the existing Remote Equipment Controllers, and linked to the new lights being added at Liles Field and Broome Field at the Hartsell Complex. The on-field Performance-Light levels are guaranteed for 25 years with the LED solution. This includes both quality and quantity of light as specified. Energy Savings-The savings are real with LED with a reduction of energy by 50%+ with LED over typical HID 1500w. This bid includes Environmental Light Control-Control for neighbors and the environment--LED is an intense light source and without the correct glare control the appearance of the facility will be compromised. The LED proposal covers all maintenance for 25 years. The provided warranty covers all materials and labor, eliminating maintenance costs for 25 years. The City maintains 9 facilities with sports lighting and all have Musco lighting. In order to operate efficiently by reducing the amount of staff training and stocking of parts, the City proposes to purchase the light fixtures from Musco Lighting under the sole-source exception #199030 allowed by N.C. Gen. Stat. 143-129 (e) Exceptions (6) when "(iii) Standardization or compatibility is the overriding consideration." The proposed cost for equipment and installation is \$189,500.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Musco Sports Lighting, LLC for the purchase and installation of Green Generation Lighting fixtures for the Bernie Ballfield located at Hartsell Complex for a fee not to exceed \$189,500.

- 9. Consider authorizing the City Manager to negotiate and execute a contract with Ike's Construction, Inc for the construction of the Coddle Creek Greenway-Afton Run phase.** Coddle Creek Greenway-Afton Run phase consists of 2,273 linear feet of new greenway starting at Dorton Park paralleling Afton Run and ending near the YMCA-Afton Village parking lot. This project is the initial phase of the proposed Coddle Creek Greenway that will eventually provide connectivity between the Afton Village YMCA, Dorton Park, Poplar Tent Road, Weddington Rd. and George Liles Blvd. The project was bid under the formal bidding process. Bids were taken on August 24, 2021 and five (5) bids were received. The lowest responsible

bidder was Ike's Construction, Inc., in the amount of \$553,875.30. The bid amount is under the budgeted amount of \$598,845.

Recommendation: Motion authorizing the City Manager to negotiate and execute a contract with Ike's Construction, Inc. in the amount of \$553,875.30 for the construction of the proposed Coddle Creek Greenway-Afton Run phase.

- 10. Consider a Preliminary Application from Kathy Coley.** In accordance with City Code Chapter 62, Kathy Coley has submitted a preliminary application to receive water service outside the City limits. The property is located at 2536 Miami Church Road. The parcel is developed with a single family home and zoned LDR. Sewer 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.

- 11. Consider a Preliminary Application from Tommy Fisher.** In accordance with City Code Chapter 62, Tommy Fisher has submitted a preliminary application for water service outside the City limits. The property is located at 133 Odell School Road. The property is currently zoned CR and developed with a single family home but the owner intends to construct a 6,000 sf dance studio on the property. There is not public sanitary sewer service available to this property. The owner is working with Cabarrus Health Alliance for a septic permit.

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

VII. Consent Agenda

- A. Consider amending the lease agreement for Concord public housing residents to include specific language for trash violations.** Concord Housing is requesting to update the lease agreement for public housing residents to include language specific to trash violations. The new policy outlines specific enforcement actions when tenants violate lease provisions specific to trash/refuge.

Recommendation: Motion to amend the lease agreement for Concord public housing residents related to trash violations.

- B. Consider approving a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29.** Conder Flag Company has requested to place banners on City light poles on Bruton Smith Boulevard (between I-85 and Hwy 29) and Hwy 29 (Exit 49 area between Mecklenburg County and the Rocky River) to promote the Bank of America Roval 400 that will be held October 10, 2021. The City will receive \$15 for each attachment. As required, the North Carolina Department of Transportation has reviewed and approved the banner design. The applicant may install the banners no earlier than September 24, 2021 and must remove the banners no later than October 14, 2021

Recommendation: Motion to approve a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29

- C. Consider authorizing staff to apply for the Project Assistance Grant from the Cabarrus Arts Council.** The Cabarrus Arts Council allocates thousands of dollars annually to support arts organizations and cultural programs across Cabarrus County. Grant funding is provided by The Grassroots Program which seeks to further the arts throughout the state. The Project Assistance Grant is the only grant where a municipality is eligible to receive funding. These funds can be used for a variety of projects to increase programming, including marketing. If approved, staff would apply for The Project Assistance Grant in the amount of \$10,000 to continue and expand the marketing efforts underway at ClearWater.

Recommendation: Motion to authorize staff to apply for the Project Assistance Grant from the Cabarrus Arts Council to expand marketing efforts at ClearWater Arts Center and Studios.

- D. Consider accepting an offer of infrastructure at Olde Homestead Subdivision and Lantana Subdivision PH 1, 2 and 3.** 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: 2,527 LF of 8-inch water line, 6 valves, 3 hydrants, 2,071 LF of 8-inch Sanitary Sewer, 17 Manholes and 3,543 LF of Roadway.
- Recommendation:** Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites. Olde Homestead Subdivision and Lantana Subdivision PH 1, 2 and 3.
- E. 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: Niblock-Richardson Development II, LLC (PIN 5610-49-8967) 3039 and 3047 Eva Drive. 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: Niblock-Richardson Development II, LLC.
- F. 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: Cumberland Phase 1, The Villas at Tuckers Walk, Phase 2 Map 1, and Table Rock Easement. 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: Cumberland Phase 1, The Villas at Tuckers Walk, Phase 2 Map 1, and Table Rock Easement.
- G. Consider allocating an additional \$18,900 in CDBG CARES funding for the repair work to be completed at the Salvation Army Food Pantry.** In November of 2020, Council approved the use of \$25,000 of CDBG CARES funding to complete repairs in the food storage area of The Salvation Army building. Food for the pantry and shelter guest must be removed from this location with each rain. Due to the increase in persons seeking assistance because of COVID-19, City Council approved the request to repair the issue. At that time, staff had estimated the repairs would be \$25,000. Due to COVID related delays within Salvation Army Headquarters, the HUD required contract for the use of CDBG CARES funding was not returned for over 90 days. This delayed staff in submitting the bid to contractors. The first bid resulted in one bid received. A second bid resulted in no responses from contractors. A third bid was issued and resulted in one bid from Concord Builders, Inc. in the amount of \$43,900. Staff is requesting Council to consider allocating the additional \$18,900 needed from CDBG CARES funds to complete this project. In April of this year, Cabarrus Health Alliance returned \$25,060.24 of their CDBG CARES allocations as they found it too difficult to meet the required documentation for persons assisted. The additional Salvation Army allocation would come from these funds and leave \$9,213.10 left within the CDBG CARES funding. This funding is available from HUD until September 30, 2024.
- Recommendation:** Motion to approve allocating an additional \$18,900 in CDBG CARES funding for the repair work to be completed at the Salvation Army Food Pantry.
- H. Consider adopting an American Rescue Plan Fund project budget amendment and a General Fund operating budget amendment.** At the August 24, 2021 2nd Work Session, Council approved additional projects to be funded by American Rescue Plan funds. The attached project budget ordinance appropriates funding for the additional approved projects. One of the approved uses of the funds was to reimburse the General Fund for the increased wellness center contract cost due to

COVID that was incurred from March 3, 2021 to June 30, 2021. Since these funds were spent from the General Fund in the prior year, the reimbursement will increase the contingency account in the current fiscal year.

Recommendation: Motion to adopt an American Rescue Plan Fund project budget amendment and a General Fund operating budget amendment.

- I. Consider adopting a project ordinance amendment for the Affordable Housing revolving fund.** Rental income was budgeted at \$4,340 for FY21, but \$4,800 was received. Investment earnings were budgeted at \$0, but \$2,150 was received. It is requested that Affordable Housing budget be increased by \$2,610 to reflect actual receipts.

Recommendation: Motion to adopt the project ordinance amendment to the Affordable Housing revolving fund to reflect actual rental income and investment earnings.

- J. Consider adopting a project ordinance amendment for the CDBG 2019 and 2020 grants to reflect actual program income receipts.** Program income was budgeted at \$99,483 for FY21, but \$104,658 was actually received. It is requested that the CDBG 2020 budget be increased by \$5,175 to reflect actual receipts

Recommendation: Motion to adopt the project ordinance amendment to the CDBG 2020 grant to reflect actual program income receipts.

- K. Consider adopting a project ordinance amendment for the HOME 2019 and 2020 grants to reflect actual program income receipts, actual investment earnings income, and transfer from general fund.** Program income was budgeted at \$812,180, but \$957,861 has been received. Investment earnings were budgeted at \$0, but \$8,145 has been received. Also, a transfer from general fund of \$400 was made. It is requested that the HOME 2019 AND 2020 budgets be increased by a total of \$154,226 to reflect actual program income, investment earnings, and transfer from general fund.

Recommendation: Motion to adopt the project ordinance amendment to the HOME 2019 AND 2020 grants to reflect actual program income & investment earnings receipts, as well as transfer from general fund.

- L. Consider adopting ordinance to amend the Parks and Recreation Capital Reserve Fund and the Parks and Recreation Capital Project Fund to complete transfers for approved property easements.** Council has previously approved the purchases of property for greenways. The attached project budget ordinances transfer funds from the \$0.01 allocation of property tax over to the project fund for the easement at the Mills at Rocky River.

Recommendation: Motion to adopt ordinances to amend the Parks and Recreation Capital Reserve Fund and the Parks and Recreation Capital Project Fund to complete transfers for approved property purchases.

- M. Consider amending Article 7.10, Credit Union, in the City's Personnel Policies and Procedures manual.** Staff recommends that Article 7.10, Credit Union be removed from the City's Personnel Policies and Procedures manual as the municipal thrift credit union no longer exists.

Recommendation: Motion to amend Article 7.10, Credit Union, in the City's Personnel Policies and Procedures manual.

- N. Consider acceptance of the Tax Office reports for the month of July 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 July 2021.

- O. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of July 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 July 2021.

P. Receive monthly report on status of investments as of July 31, 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
- Concord United 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.



PROJECT PRECISION

Company's Legal Name: STERIS Corp.

Company Representative:

Name and Title:

Julie Winter

Vice President, Investor Relations & Corporate Communications

Address: 5960 Heisley Road, Mentor, OH 44060

Email: julie_winter@steris.com

Website: www.STERIS.com

State of Incorporation: Delaware

Nature of Business: Surgical Instrument Processing

Current Operations in Cabarrus County (y/n): No

Proposed New or Additional Cabarrus Facility:

Address/Location: Oakmont Business Park, 7885 Poplar Tent Road, Concord NC 28027
(PIN: 46900638270000)

Square Feet: ~35,000

Project Summary:

STERIS is a leading provider of infection prevention and other procedural products and services. Our MISSION IS TO HELP OUR CUSTOMERS CREATE A HEALTHIER AND SAFER WORLD by providing innovative healthcare and life science products and services around the globe. We offer our Customers a unique mix of innovative capital equipment products, such as sterilizers and washers, surgical tables, lights and equipment management systems and connectivity solutions such as operating room integration; consumable products including detergents and gastrointestinal endoscopy accessories and other products and services, including equipment

manufacturing, installation and maintenance, microbial reduction of medical devices, instrument and scope repair solutions, laboratory services and outsourced instrument reprocessing.

This project is planned for execution by STERIS Corp. and will provide outsourced surgical instrument reprocessing and instrument repair solutions by certified sterile processing professionals and highly trained repair technicians to Customers in the geographic region.

Investment – Total Investment: ~\$20M

When will project be in operation?: Q4 2022/Q1 2023

New Job Creation Full Time: ~120 (over 5 years)

Average Wages: ~\$51,500

Benefits Offered (y/n): Yes

Project Precision



Cabarrus County Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$14,500,000	\$14,500,000	\$14,500,000
Total Assessed Value (Personal)		\$4,095,000	\$3,731,000	\$4,131,500
	\$4,550,000.00	\$4,095,000	\$3,731,000	\$3,321,500
	\$900,000.00			\$810,000
County taxes at .74		\$137,603	\$134,909	\$137,873
Grant @ 85 %		\$116,963	\$114,673	\$117,192
Net Taxes to County		\$20,640	\$20,236	\$20,681
			Taxes	\$ 410,386
			Grant	\$ 348,828
			Net Taxes to County	\$ 61,558

City of Concord Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$14,500,000	\$14,500,000	\$14,500,000
Total Assessed Value (Personal)		\$4,095,000	\$3,731,000	\$4,131,500
	\$4,550,000.00	\$4,095,000	\$3,731,000	\$3,321,500
	\$900,000.00			\$810,000
City taxes at .48		\$89,256	\$87,509	\$89,431
Grant @ 85 %		\$75,868	\$74,382	\$76,017
Net Taxes to City		\$13,388	\$13,126	\$13,415
			Taxes	\$ 266,196
			Grant	\$ 226,267
			Net Taxes to City	\$ 39,929

GRANT TOTAL: \$ 575,094

Project Name: MHS



City of Concord Economic Development Grant Analysis

	Year 1	Year 2	Year 3
Total Assessed Value	\$95,500,000.00	\$95,500,000.00	\$95,500,000.00
City taxes at .48	\$ 458,400.00	\$ 458,400.00	\$ 458,400.00
Grant @ 85 %	\$ 389,640.00	\$ 389,640.00	\$ 389,640.00
Net Taxes to City	\$ 68,760.00	\$ 68,760.00	\$ 68,760.00
		3 year taxes	\$ 1,375,200.00
		3 year grant	\$ 1,168,920.00
		3 yr. net revenue	\$ 206,280.00

This document is for calculation purposes only. The numbers computed here are estimated based on general assumptions provided by the client, the Cabarrus County Tax office and the North Carolina Dept of Revenue. Actual grants may vary
Note: Grants Subject to Cabarrus Economic Development Board approval & governmental body approval.



PROJECT NAME: MHS

Company's Legal Name: MHS Travel and Charter, Inc.

Company Representative: Tobias Rafael

Name and Title: President Rafco Properties – Owners Representative

Address: 7000 Forsyth Boulevard, Suite 100

Phone: 314-721-8427

Email: tobias@rafcoprop.com

Website: www.rafcoproperties.com

State of Incorporation: Missouri

Nature of Business: Air Charter

Current Operations in Cabarrus County (y/n): no

Proposed New or Additional Cabarrus Facility: Concord Padgett Regional Airport

Address/Location: 9000 Aviation Boulevard NW

Square Feet: 34,635 total SF (22,500 - hangar, 7,335 - office, lobby, 4,800 maintenance)

Lease or Purchase: Lease land; construct hangar and associated site work and infrastructure

Project Summary:

Phase I – Capital investment spend on the projected hangar/office facility and necessary infrastructure totaling \$17.85M (That total is broken in the following form: \$12.53M for the hangar/office and \$5.3M for necessary site-work, tarmac paving, etc.). Additionally, there will be \$80M worth of aircraft located in the facility, with a Company commitment to have those aircraft located there each January 1st of the year for local property-tax assessment. 12 new jobs will be created with this project, with an average annual wage of \$125,000/yr. Construction on the initial facility would begin early in 2022.

(Provide details of investment – real vs. personal property breakdown)

Real Property: 22,500 square hangar with 7,335 square feet of office, lobby area and 4,800 square feet of maintenance facilities. Site improvements to include construction of all infrastructure required to complete the building including, grading, utilities, roads and tarmac.

Personal Property: Furniture, fixtures and equipment for the office, tools and equipment to maintain the aircraft, building and grounds.

Timing of Investment (provide breakdown of investment for each year):

Year One –

Real Property

- Hangar Construction \$17.85 million

Personal Property

- Furniture, fixtures and equipment \$3 million
- Aircraft
 - 1-G 650;
 - 2 - G 280 aircraft – along with equipment to maintain the aircraft, aircraft hangar and grounds \$80 million

Total \$100.85 million

Total Estimated Investment (minus site work): \$95,500,000

When will project be in operation? Fourth Quarter 2022

New Job Creation Full Time: 12

Average Wages: \$125,000

Meeting Date

September 9th, 2021

Annexation Staff Report

The subject property is +/- 49.91 acres and consists of 5 separate parcels located on the north and south sides of Goodman Rd (generally addressed as 100, 200, 251, 283, 293 Goodman Rd), and owned by CK Afton Ridge Land, LLC. A map has been provided depicting the properties' locations.

The annexation petition has been submitted for the purpose of connecting to City utilities in order to include the properties as part of a larger overall industrial development. Other properties within the overall development are already within the City limits as indicated on the attached map and Master Plan. The properties subject to annexation are proposed to include three industrial buildings of approximately 160,000sf, 195,000sf, and 208,000sf. The property on the north side of Goodman Rd would connect to parcels already within the City which is proposed to contain three additional industrial structures. The subject property is zoned LI (Limited Industrial) in Cabarrus County and if annexation is approved, the petitioner will request a City zoning designation of I-1 (Light Industrial) and a Special Use Permit in order to allow warehouse/distribution facilities on the site.

The subject properties are located within the Industrial/Employment Land Use Category of the 2030 Land Use Plan and the proposed zoning designation of I-1 (Light Industrial) is considered a corresponding zoning classification to the Land Use Category.

Applications for annexation, rezoning, and Special Use Permit may be submitted simultaneously so that the corresponding site plan can be under technical review while the annexation is being processed. The draft site plan is currently in review for the entire master planned site.

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 petitioner has been provided all comments relative to the annexation request.

Should Council decide to annex the subject property, the petitioner's rezoning request for I-1 will be processed by the Planning and Zoning Commission, the Special Use Permit draft site plan will continue through the plan review process and a public hearing will be held before the Planning and Zoning Commission at a subsequent meeting.

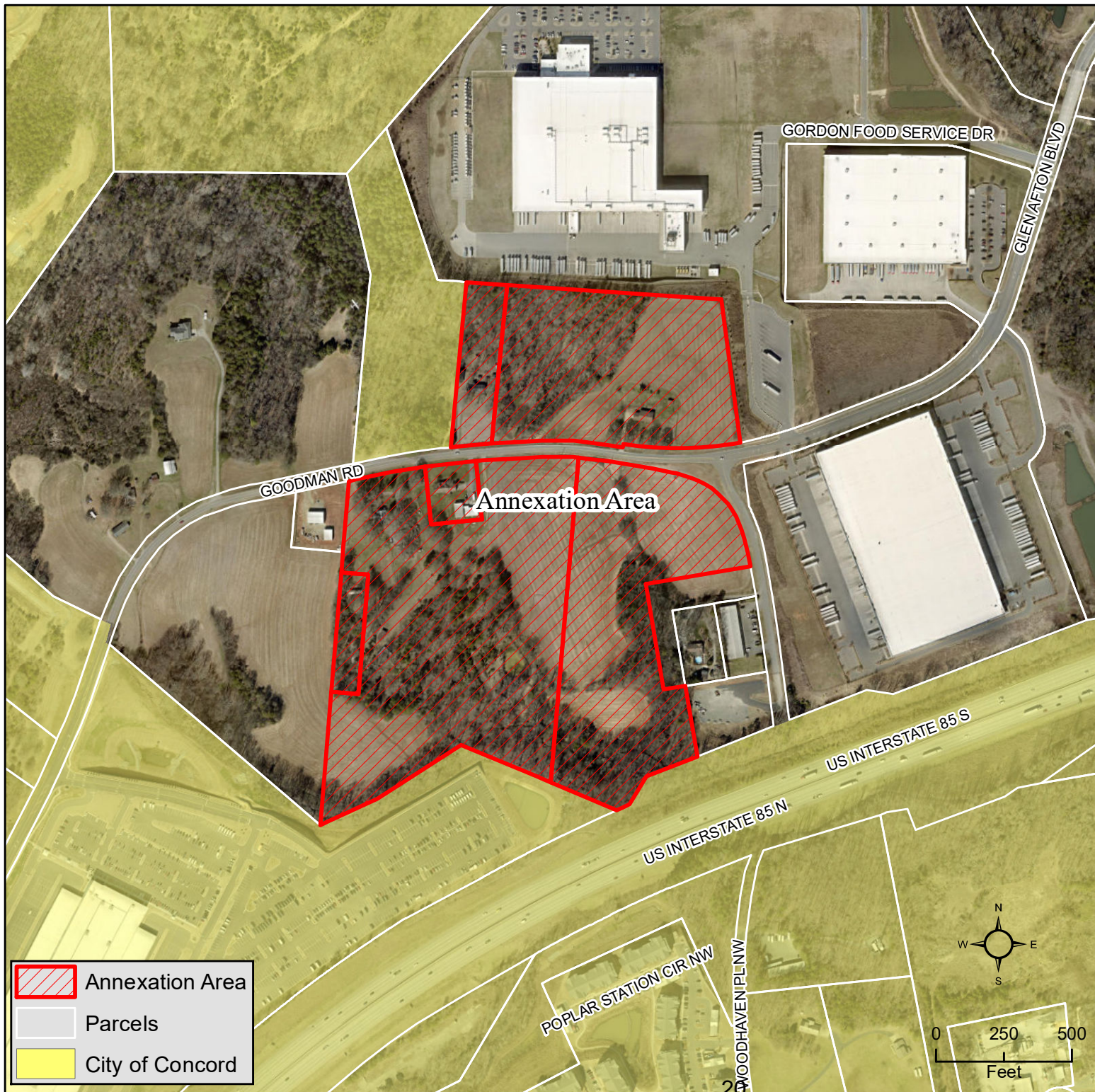
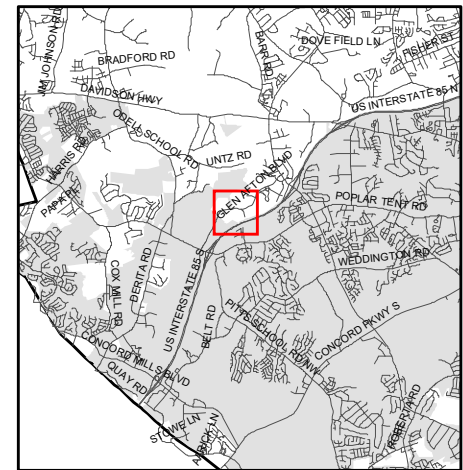
ANX-08-21

Annexation Application

Afton Business Park

Goodman Rd

PINs: 4690-69-1807, 4690-69-6432,
4690-58-6936, 4690-68-0915
& 4690-69-0531



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.



Planning & Neighborhood Development
35 Cabarrus Avenue, West
PO Box 308 Concord, NC 28026
Phone: 704-920-5146
Email: rogerss@concordnc.gov

Petition for Annexation **into the Concord City Limits**

Section A Submittal Checklist	
<p>Please include all of the following (check off). If any information is missing from the application package, you will be asked to resubmit the petition with all required materials. Please carefully check the list below before you submit:</p>	
<p>Required – An incomplete application will delay the annexation process.</p>	
	<p>Written metes and bounds description of the property to be annexed. (Must include in application packet <u>and</u> email a Microsoft Word version to rogerss@concordnc.gov . Mark as Exhibit A. Source can be from Survey or Deed.</p>
	<p>Map showing above written metes and bounds description of the property to be annexed <u>in relation to the current city limits</u> Mark as Exhibit B.</p>
	<p>A Current County Tax Map with parcels included in the annexation request clearly marked. Mark as Exhibit C. http://gis.cabarruscounty.us/gisdataexplorer/</p>
	<p>Correct Parcel Identification Number(s) (PIN) on second page of application. This is very important. Please indicate if the property to be annexed is only a portion of an existing parcel. http://gis.cabarruscounty.us/gisdataexplorer/</p>
	<p>Property Owners' Signatures, Date of Signatures, and addresses. See page 3 of this application. <u>All real property owners must sign the application, and such signature must be notarized.</u> An authorized representative must sign on behalf of each legal entity that holds ownership of the property and <u>such representative's signature must be notarized.</u> <u>One signature for each legal ownership interest in the property.</u> Please include signatures of new owners if ownership will change during the annexation process.</p>
	<p>Notary Statements for each signature</p>
	<p>General Warranty Deed showing ownership of the property. Petitioners must submit a title opinion or title insurance if a general warranty deed is not available. Upon review, a title opinion may be required in addition to a general warranty deed.</p>
	<p>Statement of vested rights claimed, if any.</p>
	<p>\$300.00 Application Fee</p>
	<p>A letter authorizing a developer or agent to handle annexation petition (e.g. withdraw, delay/reactivate petition).</p>
	<p>This application form (Sections A, B, C, and D) completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines noted in section B of this application, page 2.</p>
<p>Optional, but will assist in the steps following the annexation process</p>	
	<p><u>Section E (Supplemental Information)</u></p>
	<p>Copy of any proposed plans, which may include but is not limited to a preliminary site plan or final site plan</p>
	<p>Appropriate application(s) for City of Concord Planning & Zoning Commission (Rezoning Petition)</p>
	<p>List of Current Adjacent Property Owners</p>

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 Afton Business Park

Street Address Goodman Road, Cabarrus County **Staff Note: 200, 251, 283, and 293 Goodman Rd**

Cabarrus County Property Identification Number(s) list below

P.I.N. 469069180700	P.I.N. 469069643200	P.I.N. 469058693600
P.I.N. 469068091500	P.I.N. 469069053100	P.I.N.

Acreage of Annexation Site 49.91

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

Person to contact if there are questions about the petition

Name Christopher J. Daly

Address 301 S. College Street, Suite 2800, Charlotte, North Carolina 28202

Phone 704-343-4311 **Fax #** 704-342-9039 **Email** Chris.Daly@childressklein.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.

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:

<input type="checkbox"/>	Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or
<input checked="" type="checkbox"/>	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) See following page for signature block.

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 Staff Note: See attached 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 _____

Print Name _____ Phone _____

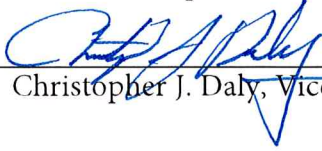
Address _____

Signature _____ Date _____

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

CK Afton Ridge Land, LLC, a North Carolina limited liability company

By: Childress Klein Properties, Inc., its Manager

By  _____
Christopher J. Daly, Vice President

PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Mecklenburg

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, Hayley J. Wynn [Notary's Name], a Notary Public for said County and State, do hereby certify that Christopher J. Daly [Representative for Landowner], a duly authorized representative for CK Afton Ridge Land, LLC [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is Vice President [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-Authority 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.

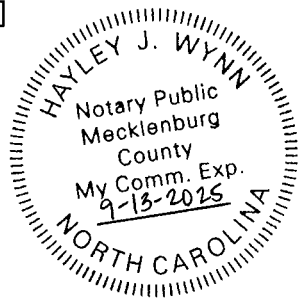
Witness my hand and official seal this 12 day of July, 2021.

Hayley J. Wynn
Notary Public

My commission expires September 13, 2025

[SEAL of Notary Public]

Notary's Stamp:



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.

Acreage of Area										49.9				
Current Population of Area										N/A				
Current Zoning of Area										LI				
Desired City Zoning of Area										I-1 Light Industrial				
Proposed Use (i.e. residential, commercial, or industrial)										Industrial				
Estimated Total Value of Residential Units for the Proposed Development										N/A				
Total Proposed Number of Dwelling Units										N/A				
Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)										N/A				
Year 1		Year 2		Year 3		Year 4		Year 5						
Estimated Total Value of Business Units for the Entire Proposed Development														
Commercial Value					Industrial Value		\$40 Million		Other (not-for-profit) Value					
Proposed Number of Commercial														
Year 1		Year 2		Year 3		Year 4		Year 5						
Proposed Number of Industrial														
Year 1	1	Year 2	1	Year 3	1	Year 4		Year 5						
Proposed Number of Other (not-for-profit)?														
Year 1		Year 2		Year 3		Year 4		Year 5						

Section E (continued) Supplemental Information

Street Information									
Proposed total linear mileage of roadway installed									
Year 1		Year 2		Year 3		Year 4		Year 5	
Proposed total number of non-state maintained street miles									
Year 1		Year 2		Year 3		Year 4		Year 5	

Water Information									
Typical water service(s) (i.e. ¾", 1", etc.)					2" Domestic				
Number of services installed by developer (by service type)									
Year 1	1	Year 2	1	Year 3	1	Year 4		Year 5	
Number of services requested (by service type)									
Year 1		Year 2		Year 3		Year 4		Year 5	
Typical irrigation meter size(s) to be installed (i.e. ¾", 1", etc.)					1 1/2" Irrigation				
Number of Services Requested									
Year 1	1	Year 2	1	Year 3	1	Year 4		Year 5	
Estimated Mileage of Water Pipe Needed - Linear Feet									
Year 1	3500	Year 2		Year 3		Year 4		Year 5	

Sewer Information									
Typical sewer service(s) (i.e. 4", 6", 8" etc.)					6" Sanitary Sewer				
Number of services installed by developer (by service type)									
Year 1	1	Year 2	1	Year 3	1	Year 4		Year 5	
Number of services requested (by service type)									
Year 1		Year 2		Year 3		Year 4		Year 5	
Estimated Mileage of Water Pipe Needed Sewer									
Year 1	200	Year 2		Year 3		Year 4		Year 5	

Section E (continued) Supplemental Information

Solid Waste Data

Number of Rollouts needed for Multi-Family Units					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units using City rollout collection					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing corrugated (cardboard) recycling					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing white paper pick-up (recycling)					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

PLEASE SUBMIT ANY SKETCH PLANS OR PRELIMINARY PLATS THAT YOU MAY CURRENTLY HAVE FOR YOUR PROJECT.

City Contact Information

Planning and Neighborhood Development	704-920-5146
Water Resources Director	704-920-5343
Director of Electric Services	704-920-5301
Director of Engineering	704-920-5401
Solid Waste Manager	704-920-5351
Fire Chief	704-920-5536
Police Chief	704-920-5000
Transportation	704-920-5362
Legal	704-920-5114

EXHIBIT A

Being all of that tract or parcel of land situated, lying and being in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows:

Commencing at a NGS Monument "TSQUARE" having NC GRID NAD 83 coordinates of N:582969.11 feet, E:1473908.34 feet proceed; thence North 40-00-52 East a horizontal ground distance of 33685.83 feet to a 1/2" new iron rod the Point and Place of BEGINNING, said point being a common corner with the of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93 as recorded in the Cabarrus County Registry and being located on the easterly line of the property of Nancy A. Smith and husband, Richard A. Smith as described in Deed Book 10422, Page 344 as recorded in said Registry; thence along said easterly line of Nancy A. Smith and husband, Richard A. Smith property North 05-16-02 East a distance of 440.00 feet to a 1/2" new iron rod being a common corner with said Robert E. Andrews "ET AL" property; thence with the line of said Robert E. Andrews "ET AL" property the following three (3) courses and distances; 1) South 84-43-58 East a distance of 100.00 feet to a 1/2" new iron rod; 2) South 05-16-02 West a distance of 440.00 feet to a 1/2" new iron rod; 3) North 84-43-58 West a distance of 100.00 feet to the Point and Place of BEGINNING;

Containing 44,000 square feet or 1.0100 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2020 JOB NO. 90813.

Being all of that tract or parcel of land situated, lying and being in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows:

Commencing at a NGS Monument "TQUARE" having NC GRID NAD 83 coordinates of N:582969.11 feet , E:1473908.34 feet proceed; thence North 39-14-39 East a horizontal ground distance of 34354.59 feet to a new nail located within the right of way of Goodman Road (a variable width public r/w) the Point and place of BEGINNING, said point being a common corner with the property of Nancy A. Smith and husband Richard A. Smith as described in Deed Book 10422, Page 344 as recorded in the Cabarrus County Registry and with Lots 1 & 2, Goodman Road as described in Map Book 72, Page 52 as recorded in said Registry; thence within the right of way of said Goodman Road and along the southerly line of said Lots 1 & 2, Goodman Road the following five (5) courses and distances; 1) North 77-47-02 East a distance of 64.51 feet to a new nail; 2) North 78-20-28 East a distance of 35.53 feet to a new nail; 3) North 78-45-37 East a distance of 39.30 feet to a new nail; 4) North 79-59-40 East a distance of 69.50 feet to a new nail; 5) North 82-09-50 East a distance of 68.24 feet to a new nail located within the said right of way of Goodman Road and being a common corner with the property of Curtis L. Andrews, JR. as described in Deed Book 807, Page 275 as recorded in said Registry; thence leaving the said right of way of Goodman Road along the line of said Curtis L. Andrews, JR. property the following three (3) courses and distances; 1) South 05-34-17 East a distance of 241.02 feet to an 3/4" existing iron rod; 2) North 84-25-38 East a distance of 187.99 feet to an 1/2" existing iron rod; 3) North 05-33-32 West a distance of 242.09 feet to a new nail located within the said right of way of Goodman Road and being located on the southerly line of Paul R. Williams and wife Wanda U. Williams as described in Deed Book 443, Page 680 as recorded in said Registry; thence within the said right of way of Goodman Road along the said southerly line of Paul R. Williams and wife Wanda U. Williams property North 85-02-05 East a distance of 50.69 feet to a new nail being a common corner with the R.B. Andrews, JR. and wife betty Q. Andrews as described in Deed Book 325, Page 272 as recorded in said Registry; thence with the said right of way of Goodman Road along the said property of R.B. Andrews, JR. and wife betty Q. Andrews North 88-04-32 East a distance of 339.12 feet to a new nail; thence leaving the said right of way of Goodman Road along the said property of R.B. Andrews, JR. and wife betty Q. Andrews South 05-46-54 West a distance of 1235.91 feet to an 1/2" existing iron pipe located on the property line of Scannell Properties #378, LLC as described in Deed Book 13444, Page 29 as recorded in said Registry; thence with the said line of Scannell Properties #378, LLC the following three (3) courses and distances; 1) North 67-12-59 West a distance of 353.96 feet to an 1/2" existing iron rod; 2) South 57-03-59 West a distance of 366.92 feet to an 1/2" existing iron rod; 3) South 65-21-40 West a distance of 231.34 feet to a stone being a common corner with said Nancy A. Smith and husband Richard A. Smith property; thence with said Nancy A. Smith and husband Richard A. Smith property North 05-16-02 East a distance of 498.91 feet to a 1/2" new iron rod being a common corner with the property of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93 as recorded in said Registry; thence with said Robert E. Andrews "ET AL" property the following three (3) courses and distances; 1) South 84-43-58 East a distance of 100.00 feet to a 1/2" new iron rod; 2) North 05-16-02 East a distance of 440.00 feet to an 1/2" new iron rod; 3) North 84-43-58 West a distance of 100.00 feet to an 1/2" new iron rod being a common corner with the said property of Nancy A. Smith and husband Richard A. Smith; thence

along the said property of Nancy A. Smith and husband Richard A. Smith North 05-16-02 East a distance of 370.13 feet to the Point of Place of BEGINNING;

Containing 903,384 square feet or 20.7389 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2020 JOB NO. 90813.

Being all of that tract or parcel of land situated, lying and being in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows:

Commencing at a NGS Monument "TSQUARE" having NC GRID NAD 83 coordinates of N:582969.11 feet, E: 1473908.34 feet proceed; thence North 39-32-30 East a horizontal ground distance of 34566.03 feet to a new nail located within the right of way of Goodman Road (a variable width public r/w) the Point and Place of BEGINNING, said point being a common corner with the property of Robert E. Andrews "ET AL" as described Deed Book 12282, Page 93 as recorded in the Cabarrus County Registry and being located on the southerly line of Lots 1 & 2, Goodman Road, as described in Map Book 72, Page 52 as recorded in said Registry; thence within said right of way of Goodman Road and along the said southerly line of Lots 1 & 2, Goodman Road the following two (2) courses and distances: 1) North 82-09-50 East a distance of 34.07 feet to a new nail: 2) North 83-37-56 East a distance of 55.63 feet to a new nail being a common corner with the property of Paul R. Williams and wife Wanda U. Williams as described in Deed Book 443, Page 680 as recorded in said Registry; thence within said right of way of Goodman Road and along the southerly line of said Paul R. Williams and wife Wanda U. Williams property North 85-02-05 East a distance of 98.38 feet to a new nail being a common corner with said property of Robert E. Andrews "ET AL"; thence leaving the said right of way of Goodman Road along the line of said Robert E. Andrews "ET AL" property the following three (3) courses and distances; 1) South 05-33-32 East a distance of 242.09 feet to an 1/2" existing iron rod; 2) South 84-25-38 West a distance of 187.99 feet to an 3/4" exiting iron rod; 3) North 05-34-17 West a distance of 241.02 feet to the Point and Place of BEGINNING;

Containing 45,592 square feet or 1.0466 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2020 JOB NO. 90813.

Being all of that tract or parcel of land situated, lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

Commencing at a NGS monument "TSQUARE" having NC GRID NAD 83 coordinates of N:582969.11 feet, E:1473908.34 feet proceed: thence North 39-49-08 East a horizontal ground distance of 34735.96 feet to a new nail located within the right-of-way of Goodman Road (a variable width public r/w) the Point and Place of BEGINNING, said point being a common corner with the property of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93 as recorded in the Cabarrus County Registry and being a common corner with the property of R.B. Andrews, JR. and Wife Betty Q. Andrews as described in Deed Book 325, Page 272 as recorded in said Registry; thence with the line of said Robert E. Andrews "ET AL" property South 85-02-05 West a distance of 50.69 feet to a new nail being common corner with the property of Curtis L. Andrews, JR. as described in Deed Book 807, Page 275 as described in said Registry; thence with the line of said Curtis L. Andrews, JR. South 85-02-05 West a distance of 98.38 feet to a new nail being a common corner with Lots 1 & 2, Goodman Road as described in Map Book 72, Page 52 as recorded in said Registry; thence leaving the right-of-way of Goodman Road with the line of said Lots 1 & 2, Goodman Road North 05-19-33 East a distance of 641.06 feet to an existing iron rod base located on the southern line of Lot 8, Afton Ridge Phase III as described in Map Book 60, Page 55 as recorded in said Registry; thence with the line of said Lot 8, Afton Ridge Phase III South 86-07-44 East a distance of 149.87 feet to an axle being a common corner with the said property of R.B. Andrews, JR. and Wife Betty Q. Andrews; thence with the line of said R.B. Andrews, JR. and Wife Betty Q. Andrews property South 05-37-05 West a distance of 618.24 feet to the Point and Place of BEGINNING;

Containing 93,320 square feet or 2.1423 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2019, JOB NO. 90813.

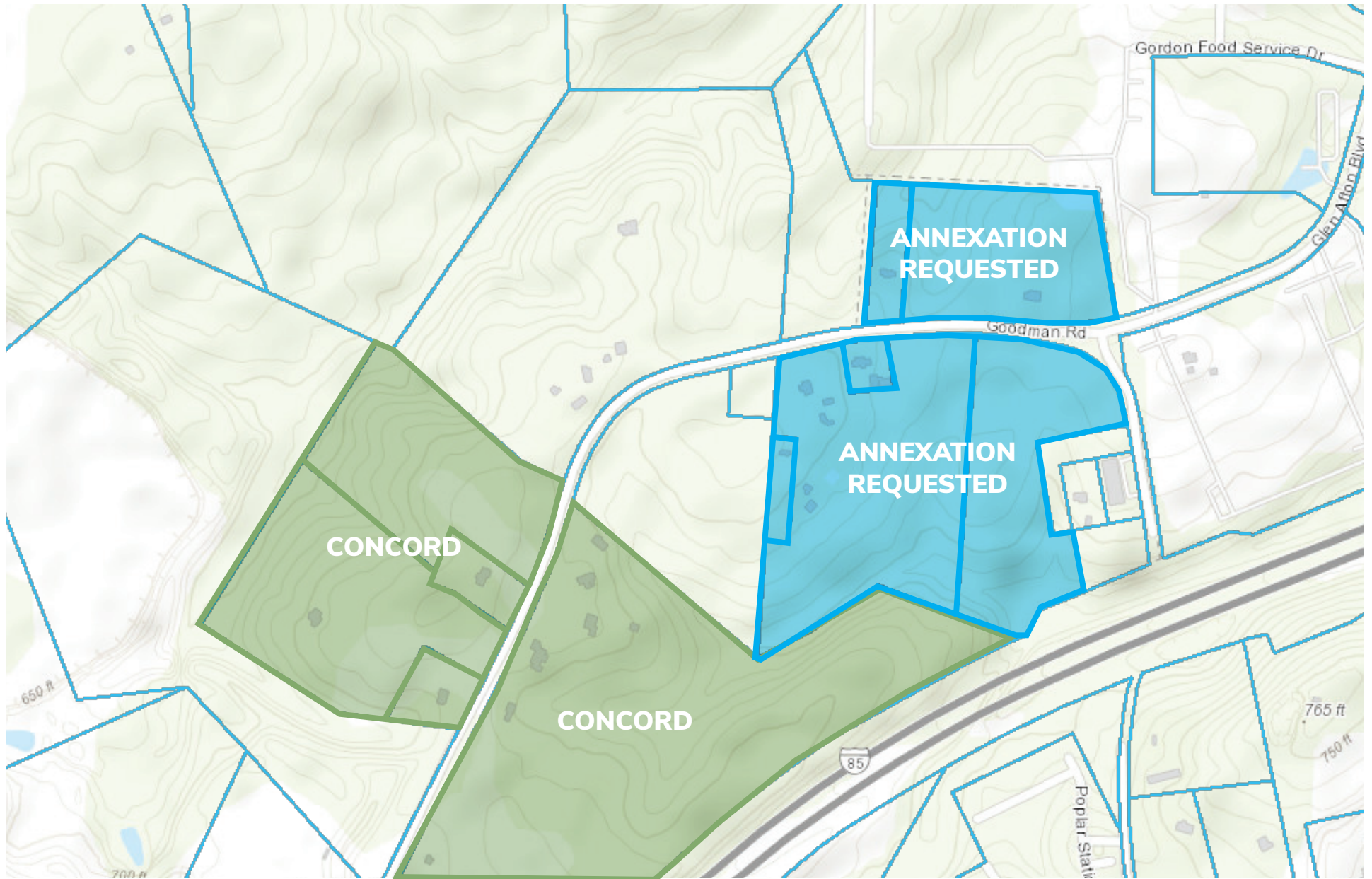
Being all of that tract or parcel of land situated, lying and being in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows:

BEGINNING at a 1/2" new iron rod located on the northerly margin of Interstate Highway 85 (a variable width public r/w) and being a common corner with the property of Curtis Lee Andrews, JR. as described in Deed Book 6507, Page 105 as recorded in the Cabarrus County Registry; thence with the said margin of Interstate Highway 85 the following three courses and distances; 1) South 68-09-02 West a distance of 188.01 feet to an 3"x 3" existing iron rod; 2) South 31-44-31 West a distance of 127.35 feet to an 1/2" existing iron rod; 3) with a curve turning to the left, with an arc length of 56.31 feet, with a radius of 5900.58 feet, with a chord bearing of South 66-31-35 West a distance of 56.31 feet to an 1/2" existing iron rod being a common corner with the property of Scannell Properties #378, LLC as described in Deed Book 13444, Page 29 as recorded in said Registry; thence along the line of said Scannell Properties #378, LLC property North 67-12-59 West a distance of 265.87 feet to an 1/2" existing iron pipe being a common corner with the property of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93 as recorded in said Registry; thence along the line of said Robert E. Andrews "ET AL" property the following two courses and distances; 1) North 05-46-54 East a distance of 1235.91 feet to a new nail being located within the right of way of Goodman Road (a variable width public r/w); 2) South 88-04-32 West a distance of 339.12 feet to a new nail being a common corner with the property of Paul R. Williams, and Wife Wanda U. Williams as described in Deed Book 443, Page 680 as recorded in said Registry; thence along the line of said Paul R. Williams, and Wife Wanda U. Williams property North 05-37-05 East a distance of 618.24 feet to an axle being a common corner with Lot 8, Afton Ridge Phase III, as described in Map Book 60, Page 55 as recorded in the said Registry; thence along the line of said Lot 8, Afton Ridge Phase III the following two (2) courses and distances; 1) South 86-07-44 East a distance of 789.32 feet to an 1/4" existing iron rod; 2) South 07-42-11 East a distance of 532.31 feet to a 1/2" new iron rod being located on the northerly margin of Glen Afton BLVD. (80' public r/w); thence with the said northerly margin of said Glen Afton BLVD. the following three (3) courses and distances; 1) with a curve turning to the right with an arc length of 262.62', with a radius of 1360.00', with a chord bearing of South 85-32-29 West, with a chord length of 262.21', to a 1/2" new iron rod; 2) with a compound curve turning to the right with an arc length of 170.82', with a radius of 1360.00', with a chord bearing of North 85-19-42 West, with a chord length of 170.71', to a 1/2" new iron rod; 3) South 09-05-23 West a distance of 11.17 feet to a 1/2" new iron rod being located on the northerly margin of Goodman Road (a variable width public r/w); thence with the said margin of Goodman Road the following five (5) courses and distances; 1) South 81-53-07 East a distance of 33.50 feet to a calculated point; 2) South 79-47-15 East a distance of 116.18 feet to a calculated point; 3) with a curve turning to the right with an arc length of 142.81', with a radius of 874.15', with a chord bearing of South 75-06-26 East, with a chord length of 142.65', to a calculated point; 4) with a compound curve turning to the right with an arc length of 143.47', with a radius of 316.89', with a chord bearing of South 57-27-22 East, with a chord length of 142.25', to a calculated point; 5) with a compound curve turning to the right with an arc length of 100.96', with a radius of 369.00', with a chord bearing of South 36-38-49 East, with a chord length of 100.65', to an 1/2" existing iron rod located on the westerly line of Lot 9A, Afton Ridge Phase II, Map III as described in Map Book 67, Page 47 as recorded in said Registry; thence along said

westerly line of Lot 9A, Afton Ridge Phase II, Map III within the said right of way of Goodman Road South 07-42-11 East a distance of 330.68 feet to a new nail being a common corner with the property of Curtis L. Andrews, JR. as described in Deed Book 6568, Page 33 as recorded in said Registry; thence along the line of said Curtis L. Andrews, JR. property within the right of way of Goodman Road South 81-01-08 West a distance of 22.82 feet to a 1/2" new iron rod located on the westerly margin of said Goodman Road and being a common corner with the property of Carol Trimble and husband Davie Trimble as described in Deed Book 9097, Page 300 as recorded in said Registry; thence with the said westerly margin of Goodman Road and the property of said Carol Trimble and husband Davie Trimble North 08-26-46 West a distance of 111.97 feet to an 3/4" existing iron rod; thence leaving the said westerly margin of Goodman Road along the said property of said Carol Trimble and husband Davie Trimble the following three (3) courses and distances; 1) South 81-03-16 West a distance of 391.17 feet to an 3/4" existing iron rod; 2) South 09-02-01 East a distance of 393.33 feet to an 3/4" existing iron rod; 3) North 80-57-30 East a distance of 80.04 feet to an 1" existing iron rod being a common corner with the said Curtis Lee Andrews, JR. property; thence along said Curtis Lee Andrews, JR. property South 09-02-43 East a distance of 264.28 feet to the Point and Place of BEGINNING;

Containing 1,087,669 square feet or 24.9695 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2020 JOB NO. 90813.

EXHIBIT C



FILED May 28, 2020
AT 11:29:00 AM
BOOK 14208
START PAGE 0273
END PAGE 0277
INSTRUMENT # 15928
EXCISE TAX \$0.00

Excise Tax \$ 0.00

Recording Time, Book and Page

NORTH CAROLINA NON-WARRANTY DEED

File No # 18-6096sak

Tax Lot No: 02-029-0021.00 PIN: 4690 68 0915 0000 &
4690 58 6936 0000

Return after recording to Grantee at:
301 S. College St., Ste 3500,
Charlotte, NC 28202-6033

This instrument was prepared by BRIAN P. HAYES

*** NO OPINION OF TITLE EXPRESSED OR IMPLIED***

Brief Description for the index:	20.7389 & 1.0101 Acres Goodman Road
----------------------------------	-------------------------------------

THIS deed made the 26th day of May, 2020.

GRANTOR	GRANTEE
<p>Robert E. Andrews, Individually and as Trustee for the Curtis Lee Andrews Trust dated April 19, 2000.</p> <p>Curtis L. Andrews, Jr., Single; Sherrri Andrews Graham and husband, Curt D. Graham; Michael J. Andrews, Single; Larry B. Andrews and wife, Tasha Andrews.</p> <p>Brian P. Hayes and Robert M. Critz, Co-Commissioners in 18-SP-395, Cabarrus County.</p>	<p>CK Afton Ridge Land, LLC a North Carolina limited liability company</p> <p>301 S. College St., Ste 3500 Charlotte, NC 28202-6033</p>

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 the City of Concord, Number Two (2) Township, Cabarrus County, North Carolina and more particularly described on the attached EXHIBIT A.

Submitted electronically by "Chicago Title Company, LLC" 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 instruments recorded in Book 352, Page 273 & Book 642, Page 248.

All or a portion of the property herein conveyed 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.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

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.

[Signature] (SEAL)
Robert Edward Andrews Individually and as
Trustee for the Curtis Lee Andrews Trust
dated April 19, 2000

[Signature] (SEAL)
Michael J. Andrews

[Signature] (SEAL)
Curtis L. Andrews, Jr.

[Signature] (SEAL)
Larry B. Andrews

[Signature] (SEAL)
Sherri Andrews Graham

[Signature] (SEAL)
Tasha Andrews

[Signature] (SEAL)
Curt D. Graham

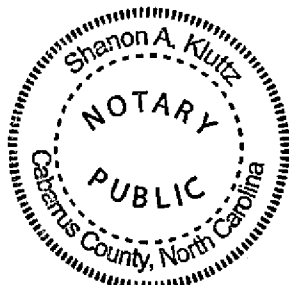
[Signature] (SEAL)
Brian P. Hayes, Co-Commissioner

[Signature] (SEAL)
Robert M. Critz, Co-Commissioner

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I certify that Robert E. Andrews, Individually and as Trustee for the Curtis Lee Andrews Trust dated April 19, 2000 personally appeared before me this day and acknowledged the execution of the foregoing instrument.

(Official Seal)



Date: 5.26.20

[Signature]
Shanon A. Klutz, Notary Public

My commission expires: 8/12/2023.

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

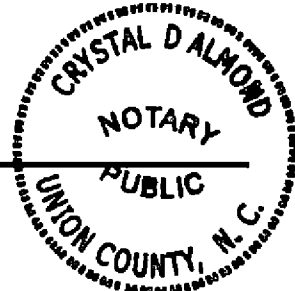
I certify that **Curtis L. Andrews, Jr.**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Date: May 26, 2020

Crystal D. Almond
Notary Public

(Official Seal)

My commission expires: 4-25-23.



STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

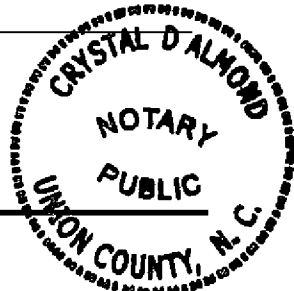
I certify that **Sherri Andrews Graham and Curt D. Graham** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Date: May 26, 2020

Crystal D. Almond
Notary Public

(Official Seal)

My commission expires: 4.25.23.



STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

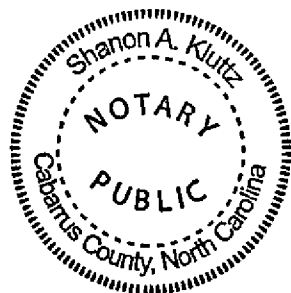
I certify that **Michael J. Andrews**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Date: 5.26.20

S. Klutz
Notary Public

(Official Seal)

My commission expires: 8.12.23.



STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I certify that **Larry B. Andrews and Tasha Andrews**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Date: 5.24.20

S. Klutz
Notary Public

(Official Seal)


My commission expires: 8.12.23



STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

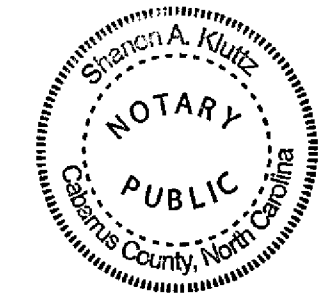
I certify that **Brian P. Hayes, Co-Commissioner** personally appeared before me this day as **Co-Commissioner in that certain action filed in 18-SP-395, Cabarrus County, North Carolina** and acknowledged the execution of the foregoing instrument.

Date: 5.26.20



Sharon A. Kluttz, Notary Public

My commission expires: 8/12/2023.

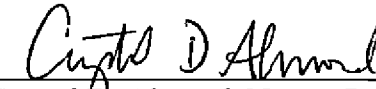


(Official Seal)

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I certify that **Robert M. Critz, Co-Commissioner** personally appeared before me this day as **Co-Commissioner in that certain action filed in 18-SP-395, Cabarrus County, North Carolina** and acknowledged the execution of the foregoing instrument.

Date: May 26, 2020



Crystal D. Almond, Notary Public

My commission expires: April 25, 2023

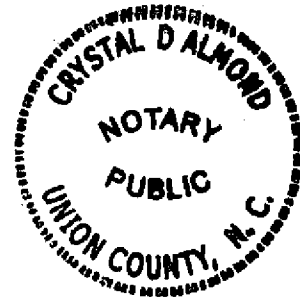


EXHIBIT A**Tract 1:**

BEGINNING at a 1/2" new iron rod, a common corner with the property of Robert E. Andrews "ET AL", as described in Deed Book 12282, Page 93, as recorded in the Cabarrus County Registry, and being located on the easterly line of the property of Nancy A. Smith and husband, Richard A. Smith, as described in Deed Book 10422, Page 344, as recorded in said Registry, and runs thence along said easterly line of the Nancy A. Smith and husband, Richard A. Smith property, North 05-16-02 East a distance of 440.00 feet to a 1/2" new iron rod, being a common corner with the said Robert E. Andrews "ET AL" property; thence with the line of said Robert E. Andrews "ET AL" property, the following three (3) courses and distances: 1) South 84-43-58 East a distance of 100.00 feet to a 1/2" new iron rod; 2) South 05-16-02 West a distance of 440.00 feet to a 1/2" new iron rod; 3) North 84-43-58 West a distance of 100.00 feet to the Point and Place of **BEGINNING**, containing 44,000 square feet, or 1.0100 acres, as shown on that survey prepared by Charles E. Bell, PLS, of R.B. Pharr & Associates, P.A., dated December 12, 2019 (JOB NO. 90813).

Tract 2:

BEGINNING at a new nail located within the right of way of Goodman Road (a variable width public r/w), a common corner with the property of Nancy A. Smith and husband, Richard A. Smith, as described in Deed Book 10422, Page 344, as recorded in the Cabarrus County Registry, and with Lots 1 & 2, Goodman Road, as described in Map Book 72, Page 52, as recorded in said Registry, and runs thence within the right of way of said Goodman Road, and along the southerly line of said Lots 1 & 2, Goodman Road, the following five (5) courses and distances: 1) North 77-47-02 East a distance of 64.51 feet to a new nail; 2) North 78-20-28 East a distance of 35.53 feet to a new nail; 3) North 78-45-37 East a distance of 39.30 feet to a new nail; 4) North 79-59-40 East a distance of 69.50 feet to a new nail; 5) North 82-09-50 East a distance of 68.24 feet to a new nail located within the said right of way of Goodman Road, and being a common corner with the property of Curtis L. Andrews, Jr., as described in Deed Book 807, Page 275, as recorded in said Registry; thence leaving the said right of way of Goodman Road along the line of the said Curtis L. Andrews, Jr. property, the following three (3) courses and distances: 1) South 05-34-17 East a distance of 241.02 feet to an 3/4" existing iron rod; 2) North 84-25-38 East a distance of 187.99 feet to an 1/2" existing iron rod; 3) North 05-33-32 West a distance of 242.09 feet to a new nail located within the said right of way of Goodman Road, and being located on the southerly line of Paul R. Williams and wife, Wanda U. Williams, as described in Deed Book 443, Page 680, as recorded in said Registry; thence within the said right of way of Goodman Road along the said southerly line of the Paul R. Williams and wife, Wanda U. Williams property, North 85-02-05 East a distance of 50.69 feet to a new nail, being a common corner with the R.B. Andrews, JR. and wife Betty Q. Andrews as described in Deed Book 325, Page 272 as recorded in said Registry; thence with the said right of way of Goodman Road along the said property of R.B. Andrews, Jr. and wife, Betty P. Andrews, North 88-04-32 East a distance of 339.12 feet to a new nail; thence leaving the said right of way of Goodman Road along the said property of R.B. Andrews, J., and wife, Betty P. Andrews, South 05-46-54 West a distance of 1235.91 feet to an 1/2" existing iron pipe located on the property line of Scannell Properties #378, LLC, as described in Deed Book 13444, Page 29, as recorded in said Registry; thence with the said line of Scannell Properties #378, LLC, the following three (3) courses and distances: 1) North 67-12-59 West a distance of 353.96 feet to an 1/2" existing iron rod; 2) South 57-03-59 West a distance of 366.92 feet to an 1/2" existing iron rod; 3) South 65-21-40 West a distance of 231.34 feet to a stone, being a common corner with the said Nancy A. Smith and husband, Richard A. Smith, property; thence with the said Nancy A. Smith and husband Richard A. Smith, property, North 05-16-02 East a distance of 498.91 feet to a 1/2" new iron rod, being a common corner with the property of Robert E. Andrews "ET AL", as described in Deed Book 12282, Page 93, as recorded in said Registry; thence with the said Robert E. Andrews "ET AL" property, the following three (3) courses and distances: 1) South 84-43-58 East a distance of 100.00 feet to a 1/2" new iron rod; 2) North 05-16-02 East a distance of 440.00 feet to an 1/2" new iron rod; 3) North 84-43-58 West a distance of 100.00 feet to an 1/2" new iron rod, being a common corner with the said property of Nancy A. Smith and husband, Richard A. Smith; thence along the said property of Nancy A. Smith and husband, Richard A. Smith, North 05-16-02 East a distance of 370.13 feet to the Point and Place of **BEGINNING**, containing 903,384 square feet, or 20.7389 acres, as shown on that survey prepared by Charles E. Bell, PLS, of R.B. Pharr & Associates, P.A., dated December 12, 2019 (JOB NO. 90813).

FILED May 28, 2020
AT 11:29:00 AM
BOOK 14208
START PAGE 0284
END PAGE 0288
INSTRUMENT # 15931
EXCISE TAX \$0.00

Submitted electronically by "Chicago Title Company, LLC"
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).

Excise Tax \$ 0.00

Recording Time, Book and Page

NORTH CAROLINA NON-WARRANTY DEED

Tax Lot No: 02-029-001.00

PIN: 4690 69 6432 0000

This instrument was prepared by **BRIAN P. HAYES**

Return after recording to: Grantee at:
301 S. College St., Ste 3500,
Charlotte, NC 28202-6033

*** NO OPINION OF TITLE EXPRESSED OR IMPLIED***

Brief Description for the index: 24.9695 acres Goodman Road

THIS deed made the 26th day of May, 2020.

GRANTOR	GRANTEE
Robert E. Andrews as Executor for the Estate of Robert B. Andrews, Jr.; and	CK Afton Ridge Land, LLC, a North Carolina Limited Liability Company
Robert E. Andrews as Co-Trustee for the Robert Bain Andrews, Jr. Restated Revocable Trust as amended on March 7, 2012	301 S. College St., Ste 3500 Charlotte, NC 28202-6050
Nancy Quickel Koontz as Co-Trustee for the Robert Bain Andrews, Jr. Restated Revocable Trust as amended on March 7, 2012	
Brian P. Hayes and Robert M. Critz, as Special Fiduciaries in 17-E-661, Cabarrus County	

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 the City of Concord, Number Two (2) Township, Cabarrus County, North Carolina and more particularly described on the attached EXHIBIT A.

File No # 18-6096sak

The property hereinabove described was acquired by Grantor by instrument recorded in Book 352, Page 272.


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

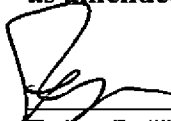
A map showing the above described property is recorded in Map Book _____, Page _____.

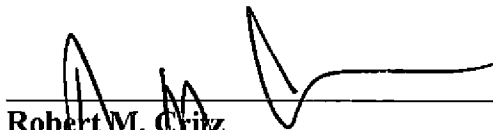
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

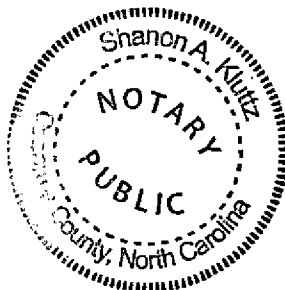
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

 (SEAL)
Robert Edward Andrews as Executor for the Estate of Robert Bain Andrews, Jr. and as Co-Trustee for the Robert Bain Andrews, Jr. Restated Revocable Trust as amended on March 7, 2012

 (SEAL)
Brian P. Hayes

 (SEAL)
Robert M. Critz

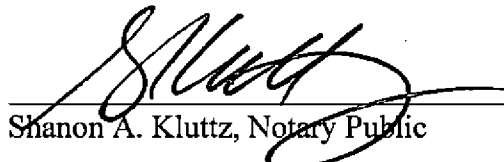
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS



(Official Seal)

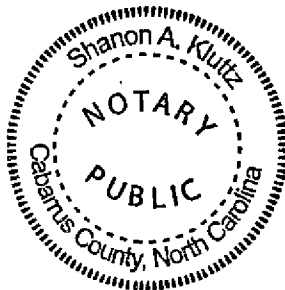
I certify that **Robert Edward Andrews** personally appeared before me in his capacity as Executor for the Estate of Robert Bain Andrews, Jr. and in his capacity as Co-Trustee for the Robert Bain Andrews, Jr. Restated Revocable Trust as amended on March 7, 2012, this day and acknowledged the execution of the foregoing instrument.

Date: 5.26.20


Shanon A. Klutz, Notary Public

My commission expires: 8/12/2023


STATE OF NORTH CAROLINA
COUNTY OF CABARRUS



(Official Seal)

I certify that **Brian P. Hayes, as a Special Fiduciary in 17-E-661, Cabarrus County** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Date: 5.26.20


Shanon A. Klutz, Notary Public

My commission expires: 8/12/2023.

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

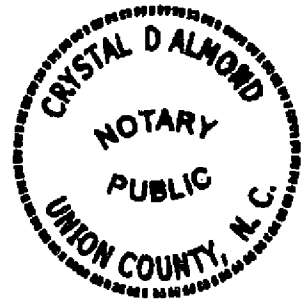
I certify that **Robert M. Critz**, as a **Special Fiduciary in 17-E-661, Cabarrus County** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

(Official Seal)

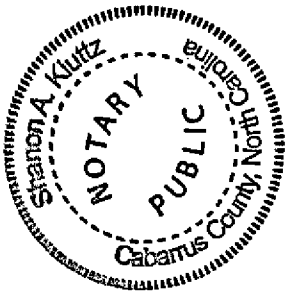
Date: 5-26-2020

Crystal D. Almond
Crystal D. Almond, Notary Public

My commission expires: April 25, 2023



Nancy Quickel Koontz (SEAL)
Nancy Quickel Koontz as Co-Trustee for
the Robert Bain Andrews, Jr. Restated
Revocable Trust as amended on March 7, 2012



STATE OF NORTH CAROLINA
COUNTY OF Cabarrus

I certify that **Nancy Quickel Koontz** personally appeared before me in her capacity as Co-Trustee for the Robert Bain Andrews, Jr. Restated Revocable Trust as amended on March 7, 2012, this day and acknowledged the execution of the foregoing instrument.

Date: 5.26.20

[Signature]
Notary Public

(Official Seal)

My commission expires: 8.12.23

EXHIBIT A

BEGINNING at a 1/2" new iron rod located on the northerly margin of Interstate Highway 85 (a variable width public r/w), and being a common corner with the property of Curtis Lee Andrews, Jr., as described in Deed Book 6507, Page 105, as recorded in the Cabarrus County Registry, and runs thence with the said margin of Interstate Highway 85 the following three courses and distances; 1) South 68-09-02 West a distance of 188.02 feet to an 3"x 3" existing concrete monument; 2) South 31-44-31 West a distance of 127.35 feet to an 1/2" existing iron rod; 3) with a curve turning to the left, with an arc length of 56.31 feet, with a radius of 5900.58 feet, with a chord bearing of South 66-31-35 West a distance of 56.31 feet to an 1/2" existing iron rod, being a common corner with the property of Scannell Properties #378, LLC, as described in Deed Book 13444, Page 29 as recorded in said Registry; thence along the line of the said Scannell Properties #378, LLC, property, North 67-12-59 West a distance of 265.87 feet to an 1/2" existing iron pipe, being a common corner with the property of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93, as recorded in said Registry; thence along the line of the said Robert E. Andrews "ET AL" property, the following two courses and distances; 1) North 05-46-54 East a distance of 1235.91 feet to a new nail being located within the right of way of Goodman Road (a variable width public r/w); 2) South 88-04-32 West a distance of 339.12 feet to a new nail, being a common corner with the property of Paul R. Williams, and wife Wanda U. Williams, as described in Deed Book 443, Page 680, as recorded in said Registry; thence along the line of the said Paul R. Williams, and wife Wanda U. Williams property, North 05-37-05 East a distance of 618.24 feet to an axle, being a common corner with Lot 8, Afton Ridge Phase III, as described in Map Book 60, Page 55, as recorded in the said Registry; thence along the line of said Lot 8, Afton Ridge Phase III, the following two (2) courses and distances; 1) South 86-07-44 East a distance of 789.32 feet to an 1/4" existing iron rod; 2) South 07-42-11 East a distance of 532.31 feet to a 1/2" new iron rod being located on the northerly margin of Glen Afton BLVD. (80' public r/w); thence with the said northerly margin of said Glen Afton BLVD. the following three (3) courses and distances; 1) with a curve turning to the right, with an arc length of 262.62', with a radius of 1360.00', with a chord bearing of South 85-32-29 West, with a chord length of 262.21', to a 1/2" new iron rod; 2) with a compound curve turning to the right, with an arc length of 170.82', with a radius of 1360.00', with a chord bearing of North 85-19-42 West, with a chord length of 170.71', to a 1/2" new iron rod; 3) South 09-05-23 West a distance of 11.17 feet to a 1/2" new iron rod being located on the northerly margin of Goodman Road (a variable width public r/w); thence with the said margin of Goodman Road the following five (5) courses and distances; 1) South 81-53-07 East a distance of 33.50 feet to a calculated point; 2) South 79-47-15 East a distance of 116.18 feet to a calculated point; 3) with a curve turning to the right, with an arc length of 142.81', with a radius of 874.15', with a chord bearing of South 75-06-26 East, with a chord length of 142.65', to a calculated point; 4) with a compound curve turning to the right, with an arc length of 143.47', with a radius of 316.89', with a chord bearing of South 57-27-22 East, with a chord length of 142.25', to a calculated point; 5) with a compound curve turning to the right, with an arc length of 100.96', with a radius of 369.00', with a chord bearing of South 36-38-49 East, with a chord length of 100.65', to an 1/2" existing iron rod located on the westerly line of Lot 9A, Afton Ridge Phase II, Map III, as described in Map Book 67, Page 47, as recorded in said Registry; thence along said westerly line of Lot 9A, Afton Ridge Phase II, Map III, within the said right of way of Goodman Road, South 07-42-11 East a distance of 330.68 feet to a new nail, being a common corner with the property of Curtis L. Andrews, Jr., as described in Deed Book 6568, Page 33, as recorded in said Registry; thence along the line of said Curtis L. Andrews, Jr. property, within the right of way of Goodman Road, South 81-01-08 West a distance of 22.82 feet to a 1/2" new iron rod located on the westerly margin of said Goodman Road, and being a common corner with the property of Carol Trimble and husband, Davie Trimble, as described in Deed Book 9097, Page 300, as recorded in said Registry; thence with the said westerly margin of Goodman Road, and the property of said Carol Trimble and husband, Davie Trimble, North 08-26-46 West a distance of 111.97 feet to an 3/4" existing iron rod; thence leaving the said westerly margin of Goodman Road, along the said property of said Carol Trimble and husband, Davie Trimble, the following three (3) courses and distances; 1) South 81-03-16 West a distance of 391.17 feet to an 3/4" existing iron rod; 2) South 09-02-01 East a distance of 393.33 feet to an 3/4" existing iron rod; 3) North 80-57-30 East a distance of 80.05 feet to an 1" existing iron pipe, being a common corner with the said Curtis Lee Andrews, Jr. property; thence along said Curtis Lee Andrews, Jr. property, South 09-02-43 East a distance of 264.30 feet to the Point and Place of BEGINNING, containing 1,087,669 square feet, or 24.9695 acres, as shown on that survey prepared by Charles E. Bell, PLS, of R.B. Pharr & Associates, P.A., dated December 12, 2019 (JOB NO. 90813).

FILED	May 28, 2020
AT	11:29:00 AM
BOOK	14208
START PAGE	0289
END PAGE	0291
INSTRUMENT #	15932
EXCISE TAX	\$800.00

Prepared by:
Law Offices of Robert M. Critz, P.A.
P.O. Box 745, Concord, NC 28026-0745
File #27444-C

Return to:
CK Afton Ridge Land, LLC
301 S. College Street, Suite 3500,
Charlotte, North Carolina, 28202-6050

Revenue Stamps: \$800.00
PIN: 4690-69-0531

NORTH CAROLINA

SPECIAL WARRANTY DEED

CABARRUS COUNTY

THIS SPECIAL WARRANTY DEED, made this 26th day of May, 2020, by and between **CURTIS L. ANDREWS, JR. (Unmarried)**, whose mailing address is 9 Goodman Road, Concord, North Carolina, 28027, Grantor, and **CK AFTON RIDGE LAND, LLC**, a North Carolina limited liability Company, whose mailing address is 301 S. College Street, Suite 3500, Charlotte, North Carolina, 28202-6050, Grantee.

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

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 tract or parcel of land, more particularly described as follows:

Submitted electronically by "Chicago Title Company, LLC" 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).

Tract 1

(Old Description)

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the south side of Goodman Road, adjoining the property of Curtis L. Andrews, and P. R. Williams, and being more particularly described as follows:

BEGINNING at a railroad spike in the centerline of Goodman Road (said spike being N. 74-26-16 E. 284.76 feet from a PK nail in the line of Allison), and runs thence along with the centerline of Goodman Road as follows: N. 78-38-51 E. 81.38 feet to a PK nail, corner of P. R. Williams; thence with Williams' line, N. 79-35-33 E. 98.52 feet to a railroad spike; thence three (3) new lines of Curtis L. Andrews, as follows: (1) S. 10-50-05 E. 242.14 feet to a #5 rebar; thence (2) S. 79-09-54 W. 179.89 feet to a #5 Rebar; and thence (3) N. 10-50-05 W. 242.14 feet to the point of **BEGINNING**, containing 1.002 acres, according to a survey by Rufus J. Love, dated May 22, 1989, and is that property conveyed to the Grantor by deed dated June 21, 1989, and recorded in Book 722, Page 139, Cabarrus County Registry.

Tract 2

(Old Description)

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the south side of Goodman Road, adjoining the property of Curtis L. Andrews, Jr., and Curtis L. Andrews, and being more particularly described as follows:

BEGINNING at a railroad spike in the centerline of Goodman Road, corner of Curtis L. Andrews, Jr., and runs thence with his line, S. 10-50-05 E. 242.14 feet to a #5 rebar, rear corner of Curtis L. Andrews, Jr.; thence a new line of Curtis L. Andrews, S. 79-09-54 W. 8 feet to a point, a new corner; thence a new line, N. 10-50-05 W. 242.14 feet to a point in the centerline of Goodman Road; thence with the centerline of Goodman Road, N. 74-26-16 E. 8 feet to the point of **BEGINNING**, and is that property conveyed to the Grantor by deed dated August 15, 1991, and recorded in Book 807, Page 275, Cabarrus County Registry

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.

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 following exceptions:

Ad valorem taxes for the current year and subsequent years, easements, restrictions, and any other exceptions of record, any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, and matters that would

be disclosed by a current survey and inspection of the aforesaid tract or parcel of land.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

Curtis L. Andrews, Jr. (SEAL)
Curtis L. Andrews, Jr.

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

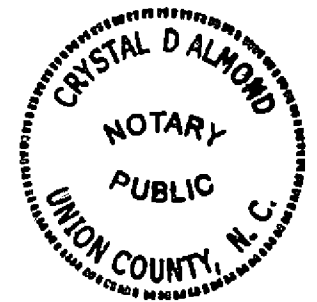
I, Crystal D. Almond, a Notary Public in and for said State and County of Union, do hereby certify that **Curtis L. Andrews, Jr.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp, this the 26th day of May, 2020.

Crystal D. Almond
Notary Public

(Notary Seal)

My Commission Expires: April 25, 2023



FILED	Mar 01, 2021
AT	11:35:00 AM
BOOK	14955
START PAGE	0167
END PAGE	0169
INSTRUMENT #	08720
EXCISE TAX	\$0.00

Prepared by:

Law Offices of Robert M. Critz, P.A.
P. O. Box 745, Concord, NC 28026-0745
File No. 28472-C

Return to:

CK Afton Ridge Land, LLC
301 S. College Street, Suite 2800,
Charlotte, North Carolina, 28202

Revenue Stamps: None
PIN 4690-69-1807

NORTH CAROLINA**NON-WARRANTY DEED****CABARRUS COUNTY**

THIS NON-WARRANTY DEED, made this 24th day of February, 2021, by and between **WANDA U. WILLIAMS (Unmarried)**, whose mailing address is 602 Charles Street, Kannapolis, North Carolina, 28083, Grantor, and **CK AFTON RIDGE LAND, LLC**, a North Carolina limited liability company, whose mailing address is 301 S. College Street, Suite 2800, Charlotte, North Carolina, 28202, Grantee.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context. The property is not the primary residence of the Grantor.

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 Grantor's right, title and interest in and to that certain lot or parcel of land,

1

Submitted electronically by "Chicago Title Company, LLC"
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).

more particularly described as follows:

Lying and being in No. 2, Township, Cabarrus County, North Carolina, on the north side of Goodman Road, and being more particularly described as follows:

Commencing at a NGS monument "TSQUARE" having NC GRID NAD 83 coordinates of N:582969.11 feet, E:1473908.34 feet proceed: thence North 39-49-08 East a horizontal ground distance of 34735.96 feet to a new nail located within the right-of-way of Goodman Road (a variable width public r/w) the Point and Place of BEGINNING, said point being a common corner with the property of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93 as recorded in the Cabarrus County Registry and being a common corner with the property of R.B. Andrews, Jr. and wife Betty Q. Andrews as described in Deed Book 325, Page 272 as recorded in said Registry; thence with the line of said Robert E. Andrews "ET AL" property, South 85-02-05 West a distance of 50.69 feet to a new nail, being common corner with the property of Curtis L. Andrews, Jr. as described in Deed Book 807, Page 275, as described in said Registry; thence with the line of said Curtis L. Andrews, Jr., South 85-02-05 West a distance of 98.38 feet to a new nail, being a common corner with Lots 1 & 2, Goodman Road, as described in Map Book 72, Page 52, as recorded in said Registry; thence leaving the right-of-way of Goodman Road with the line of said Lots 1 & 2, Goodman Road, North 05-19-33 East a distance of 641.06 feet to an existing iron rod base located on the southern line of Lot 8, Afton Ridge Phase III, as described in Map Book 60, Page 55, as recorded in said Registry; thence with the line of said Lot 8, Afton Ridge Phase III, South 86-07-44 East a distance of 149.87 feet to an axle being a common corner with the said property of R.B. Andrews, Jr. and wife Betty Q. Andrews; thence with the line of said R.B. Andrews, Jr. and wife, Betty Q. Andrews property, South 05-37-05 West a distance of 618.24 feet to the Point and Place of BEGINNING.

Containing 93,320 square feet or 2.1423 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2019, Job No. 90813.

TO HAVE AND TO HOLD all Grantor's right, title and interest in and to the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

[Signature to Appear on Following Page]

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

Wanda U. Williams (SEAL)
Wanda U. Williams

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

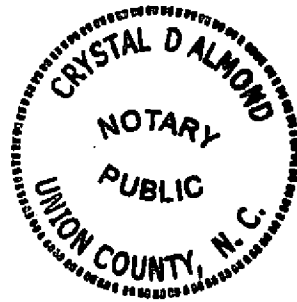
I, Crystal D. Almond, a Notary Public in and for said State and County of Union, do hereby certify that **Wanda U. Williams**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp, this the 24th day of February, 2021.

Crystal D Almond
Notary Public

(Notary Seal)

My Commission Expires: April 25, 2023



AFTON RIDGE, PHASE III
MB 60 PG 55 & 56
PID #4691-60-9892

NANCY A. SMITH and husband,
RICHARD A. SMITH
DB 10422 PG 344
PID #4690-49-5667

NANCY A. SMITH and
husband
RICHARD A. SMITH
DB 10422 PG 344
PID #4690-49-5667

CURTIS & BETTY
ANDREWS,
ET AL
DB 352 PG 278
PID #4690-69-0018

NANCY A. SMITH AND HUSBAND,
RICHARD A. SMITH
D.B. 10422, PG. 344
PIN: 4690590280000

SCANNELL PROPERTIES #376, LLC
D.B. 13444, PG. 29
PIN: 4694755300000

CURTIS LEE ANDREWS, JR.
D.B. 15007, PG. 105
PIN: 46907806670000

CAROL TRIMBLE AND
HUSBAND DAVE TRIMBLE
D.B. 80397 PG. 303
PIN: 4690680800000

EXISTING BUILDING
FFE=645.00±
11.128 ACRES

BUILDING 3
160,000 SF
200' X 800'

BUILDING 1
195,000 SF
260' X 750'
FFE= 678±

BUILDING 2
208,000 SF
260' X 800'
FFE= 678±

TRUCK PARKING

STORMWATER
BMP

STORMWATER
BMP

STORMWATER
BMP

POTENTIAL
RETAINING WALL

POTENTIAL
RETAINING WALL

POTENTIAL
RETAINING WALL

GOODMAN ROAD

GOODMAN ROAD

PROPOSED PRIVATE ROAD

PROPOSED CULVERT

PROPOSED CULVERT
PER AFTON RIDGE
PLANS

PROPOSED R/W
(50' FROM CL)

EXISTING R/W

EXISTING R/W
(50' FROM CL)

POTENTIAL
RETAINING WALL

LANDSCAPE BUFFER

POTENTIAL
RETAINING WALL

POTENTIAL
RETAINING WALL

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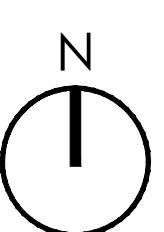
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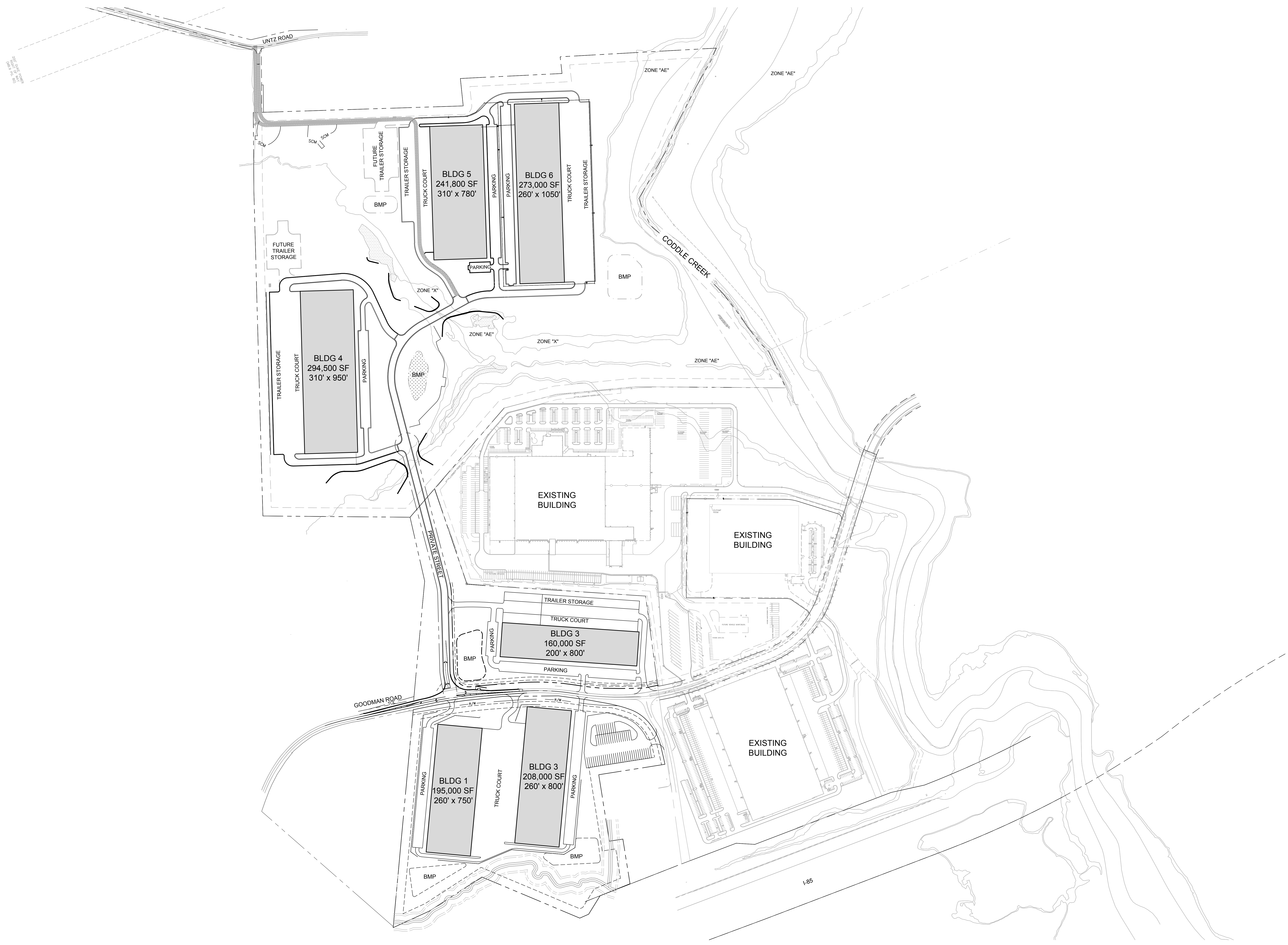
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RETAINING WALL





AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF CONCORD, NORTH CAROLINA TO INCLUDE +/- 49.9073 ACRES LOCATED ON THE NORTH AND SOUTH SIDES OF GOODMAN RD, GENERALLY LOCATED AT 100, 200, 251, 283, 293 GOODMAN RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Christopher Daly, Childress Klein, on September 9th, 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 Concord City Hall, 35 Cabarrus Avenue West, on September 9, 2021 after due notice by The Independent Tribune on August 29th, 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 9th day of September 2021:

TRACT 1: Being all of that tract or parcel of land situated, lying and being in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows: Commencing at a NGS Monument "TSQUARE" having NC GRID NAD 83 coordinates of N:582969.11 feet, E:1473908.34 feet proceed; thence North 40-00-52 East a horizontal ground distance of 33685.83 feet to a 1/2" new iron rod the Point and Place of BEGINNING, said point being a common corner with the of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93 as recorded in the Cabarrus County Registry and being located on the easterly line of the property of Nancy A. Smith and husband, Richard A. Smith as described in Deed Book 10422, Page 344 as recorded in said Registry; thence along said easterly line of Nancy A. Smith and husband, Richard A. Smith property North 05-16-02 East a distance of 440.00 feet to a 1/2" new iron rod being a common corner with said Robert E. Andrews "ET AL" property; thence with the line of said Robert E. Andrews "ET AL" property the following three (3) courses and distances; 1) South 84-43-58 East a distance of 100.00 feet to a 1/2" new iron rod; 2) South 05-16-02 West a distance of 440.00 feet to a 1/2" new iron rod; 3) North 84-43-58 West a distance of 100.00 feet to the Point and Place of BEGINNING; Containing 44,000 square feet or 1.0100 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2020 JOB NO. 90813.

TRACT 2: Commencing at a NGS Monument "TQUARE" having NC GRID NAD 83 coordinates of N:582969.11 feet, E:1473908.34 feet proceed; thence North 39-14-39 East a horizontal ground distance of 34354.59 feet to a new nail located within the right of way of Goodman Road (a variable width public r/w) the Point and place of BEGINNING, said point being a common corner with the property of Nancy A. Smith and husband Richard A. Smith as described in Deed Book 10422, Page 344 as recorded in the Cabarrus County Registry and with Lots 1 & 2, Goodman Road as described in Map Book 72, Page 52 as recorded in said Registry; thence within the right of way of said Goodman Road and along the southerly line of said Lots 1 & 2, Goodman Road the following five (5) courses and distances; 1) North 77-47-02 East a distance of 64.51 feet to a new nail; 2) North 78-20-28 East a distance of 35.53 feet to a new nail; 3) North 78-45-37 East a distance of 39.30 feet to a new nail; 4) North 79-59-40 East a distance of 69.50 feet to a new nail; 5) North 82-09-50 East a distance of 68.24 feet to a new nail located within the said right of way of Goodman Road and being a common corner with the property of Curtis L. Andrews, JR. as described in Deed Book 807, Page 275 as recorded in said Registry; thence leaving the said right of way of Goodman Road along the line of said Curtis L. Andrews, JR. property the following three (3) courses and distances; 1) South 05-34-17 East a distance of 241.02 feet to an 3/4" existing iron rod; 2) North 84-25-38 East a distance of 187.99 feet to an 1/2" existing iron rod; 3) North 05-33-32 West a distance of 242.09 feet to a new nail located within the said right of way of

Goodman Road and being located on the southerly line of Paul R. Williams and wife Wanda U. Williams as described in Deed Book 443, Page 680 as recorded in said Registry; thence within the said right of way of Goodman Road along the said southerly line of Paul R. Williams and wife Wanda U. Williams property North 85-02-05 East a distance of 50.69 feet to a new nail being a common corner with the R.B. Andrews, JR. and wife Betty Q. Andrews as described in Deed Book 325, Page 272 as recorded in said Registry; thence with the said right of way of Goodman Road along the said property of R.B. Andrews, JR. and wife Betty Q. Andrews North 88-04-32 East a distance of 339.12 feet to a new nail; thence leaving the said right of way of Goodman Road along the said property of R.B. Andrews, JR. and wife Betty Q. Andrews South 05-46-54 West a distance of 1235.91 feet to an 1/2" existing iron pipe located on the property line of Scannell Properties #378, LLC as described in Deed Book 13444, Page 29 as recorded in said Registry; thence with the said line of Scannell Properties #378, LLC the following three (3) courses and distances; 1) North 67-12-59 West a distance of 353.96 feet to an 1/2" existing iron rod; 2) South 57-03-59 West a distance of 366.92 feet to an 1/2" existing iron rod; 3) South 65- 21-40 West a distance of 231.34 feet to a stone being a common corner with said Nancy A. Smith and husband Richard A. Smith property; thence with said Nancy A. Smith and husband Richard A. Smith property North 05-16-02 East a distance of 498.91 feet to a 1/2" new iron rod being a common corner with the property of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93 as recorded in said Registry; thence with said Robert E. Andrews "ET AL" property the following three (3) courses and distances; 1) South 84-43-58 East a distance of 100.00 feet to a 1/2" new iron rod; 2) North 05-16-02 East a distance of 440.00 feet to an 1/2" new iron rod; 3) North 84-43-58 West a distance of 100.00 feet to an 1/2" new iron rod being a common corner with the said property of Nancy A. Smith and husband Richard A. Smith; thence along the said property of Nancy A. Smith and husband Richard A. Smith North 05-16-02 East a distance of 370.13 feet to the Point of Place of BEGINNING; Containing 903,384 square feet or 20.7389 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2020 JOB NO. 90813.

TRACT 3: Being all of that tract or parcel of land situated, lying and being in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows: Commencing at a NGS Monument "TSQUARE" having NC GRID NAD 83 coordinates of N:582969.11 feet, E: 1473908.34 feet proceed; thence North 39-32-30 East a horizontal ground distance of 34566.03 feet to a new nail located within the right of way of Goodman Road (a variable width public r/w) the Point and Place of BEGINNING, said point being a common corner with the property of Robert E. Andrews "ET AL" as described Deed Book 12282, Page 93 as recorded in the Cabarrus County Registry and being located on the southerly line of Lots 1 & 2, Goodman Road, as described in Map Book 72, Page 52 as recorded in said Registry; thence within said right of way of Goodman Road and along the said southerly line of Lots 1 & 2, Goodman Road the following two (2) courses and distances: 1) North 82-09-50 East a distance of 34.07 feet to a new nail; 2) North 83-37-56 East a distance of 55.63 feet to a new nail being a common corner with the property of Paul R. Williams and wife Wanda U. Williams as described in Deed Book 443, Page 680 as recorded in said Registry; thence within said right of way of Goodman Road and along the southerly line of said Paul R. Williams and wife Wanda U. Williams property North 85-02-05 East a distance of 98.38 feet to a new nail being a common corner with said property of Robert E. Andrews "ET AL"; thence leaving the said right of way of Goodman Road along the line of said Robert E. Andrews "ET AL" property the following three (3) courses and distances; 1) South 05-33-32 East a distance of 242.09 feet to an 1/2" existing iron rod; 2) South 84-25-38 West a distance of 187.99 feet to an 3/4" exiting iron rod; 3) North 05-34-17 West a distance of 241.02 feet to the Point and Place of BEGINNING; Containing 45,592 square feet or 1.0466 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2020 JOB NO. 90813.

TRACT 4: Being all of that tract or parcel of land situated, lying and being in the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows: Commencing at a NGS monument "TSQUARE" having NC GRID NAD 83 coordinates of N:582969.11 feet, E:1473908.34 feet proceed: thence North 39-49-08 East a horizontal ground distance of 34735.96 feet to a new nail located within the right-of-way of Goodman Road (a variable width public r/w) the Point and Place of BEGINNING, said point being a common corner with the property of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93 as recorded in the Cabarrus County Registry and being a common corner with the property of R.B. Andrews, JR. and Wife Betty Q. Andrews as described in Deed Book 325, Page 272 as recorded in said Registry; thence with the line of said Robert E. Andrews "ET AL" property South 85-02-05 West a distance of 50.69 feet to a new nail being common corner with the property of Curtis L. Andrews, JR. as described in Deed Book 807, Page 275 as described in said Registry; thence with the line of said Curtis L. Andrews, JR. South 85-

02-05 West a distance of 98.38 feet to a new nail being a common corner with Lots 1 & 2, Goodman Road as described in Map Book 72, Page 52 as recorded in said Registry; thence leaving the right-of-way of Goodman Road with the line of said Lots 1 & 2, Goodman Road North 05-19-33 East a distance of 641.06 feet to an existing iron rod base located on the southern line of Lot 8, Afton Ridge Phase III as described in Map Book 60, Page 55 as recorded in said Registry; thence with the line of said Lot 8, Afton Ridge Phase III South 86-07-44 East a distance of 149.87 feet to an axle being a common corner with the said property of R.B. Andrews, JR. and Wife Betty Q. Andrews; thence with the line of said R.B. Andrews, JR. and Wife Betty Q. Andrews property South 05-37-05 West a distance of 618.24 feet to the Point and Place of BEGINNING; Containing 93,320 square feet or 2.1423 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2019, JOB NO. 90813.

TRACT 5: Being all of that tract or parcel of land situated, lying and being in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows: BEGINNING at a 1/2" new iron rod located on the northerly margin of Interstate Highway 85 (a variable width public r/w) and being a common corner with the property of Curtis Lee Andrews, JR. as described in Deed Book 6507, Page 105 as recorded in the Cabarrus County Registry; thence with the said margin of Interstate Highway 85 the following three courses and distances; 1) South 68-09-02 West a distance of 188.01 feet to an 3"x 3" existing iron rod; 2) South 31-44- 31 West a distance of 127.35 feet to an 1/2" existing iron rod; 3) with a curve turning to the left, with an arc length of 56.31 feet, with a radius of 5900.58 feet, with a chord bearing of South 66- 31-35 West a distance of 56.31 feet to an 1/2" existing iron rod being a common corner with the property of Scannell Properties #378, LLC as described in Deed Book 13444, Page 29 as recorded in said Registry; thence along the line of said Scannell Properties #378, LLC property North 67- 12-59 West a distance of 265.87 feet to an 1/2" existing iron pipe being a common corner with the property of Robert E. Andrews "ET AL" as described in Deed Book 12282, Page 93 as recorded in said Registry; thence along the line of said Robert E. Andrews "ET AL" property the following two courses and distances; 1) North 05-46-54 East a distance of 1235.91 feet to a new nail being located within the right of way of Goodman Road (a variable width public r/w); 2) South 88-04-32 West a distance of 339.12 feet to a new nail being a common corner with the property of Paul R. Williams, and Wife Wanda U. Williams as described in Deed Book 443, Page 680 as recorded in said Registry; thence along the line of said Paul R. Williams, and Wife Wanda U. Williams property North 05-37-05 East a distance of 618.24 feet to an axle being a common corner with Lot 8, Afton Ridge Phase III, as described in Map Book 60, Page 55 as recorded in the said Registry; thence along the line of said Lot 8, Afton Ridge Phase III the following two (2) courses and distances; 1) South 86-07-44 East a distance of 789.32 feet to an 1/4" existing iron rod; 2) South 07-42-11 East a distance of 532.31 feet to a 1/2" new iron rod being located on the northerly margin of Glen Afton BLVD. (80' public r/w); thence with the said northerly margin of said Glen Afton BLVD. the following three (3) courses and distances; 1) with a curve turning to the right with an arc length of 262.62', with a radius of 1360.00', with a chord bearing of South 85-32-29 West, with a chord length of 262.21', to a 1/2" new iron rod; 2) with a compound curve turning to the right with an arc length of 170.82', with a radius of 1360.00', with a chord bearing of North 85-19-42 West, with a chord length of 170.71', to a 1/2" new iron rod; 3) South 09-05-23 West a distance of 11.17 feet to a 1/2" new iron rod being located on the northerly margin of Goodman Road (a variable width public r/w); thence with the said margin of Goodman Road the following five (5) courses and distances; 1) South 81-53-07 East a distance of 33.50 feet to a calculated point; 2) South 79-47-15 East a distance of 116.18 feet to a calculated point; 3) with a curve turning to the right with an arc length of 142.81', with a radius of 874.15', with a chord bearing of South 75-06-26 East, with a chord length of 142.65', to a calculated point; 4) with a compound curve turning to the right with an arc length of 143.47', with a radius of 316.89', with a chord bearing of South 57-27-22 East, with a chord length of 142.25', to a calculated point; 5) with a compound curve turning to the right with an arc length of 100.96', with a radius of 369.00', with a chord bearing of South 36-38-49 East, with a chord length of 100.65', to an 1/2" existing iron rod located on the westerly line of Lot 9A, Afton Ridge Phase II, Map III as described in Map Book 67, Page 47 as recorded in said Registry; thence along said westerly line of Lot 9A, Afton Ridge Phase II, Map III within the said right of way of Goodman Road South 07-42-11 East a distance of 330.68 feet to a new nail being a common corner with the property of Curtis L. Andrews, JR. as described in Deed Book 6568, Page 33 as recorded in said Registry; thence along the line of said Curtis L. Andrews, JR. property within the right of way of Goodman Road South 81-01-08 West a distance of 22.82 feet to a 1/2" new iron rod located on the westerly margin of said Goodman Road and being a common corner with the property of Carol Trimble and husband Davie Trimble as described in Deed Book 9097, Page 300 as recorded in said Registry; thence with the said westerly margin of

Goodman Road and the property of said Carol Trimble and husband Davie Trimble North 08-26-46 West a distance of 111.97 feet to an 3/4" existing iron rod; thence leaving the said westerly margin of Goodman Road along the said property of said Carol Trimble and husband Davie Trimble the following three (3) courses and distances; 1) South 81-03-16 West a distance of 391.17 feet to an 3/4" existing iron rod; 2) South 09-02-01 East a distance of 393.33 feet to an 3/4" existing iron rod; 3) North 80-57-30 East a distance of 80.04 feet to an 1" existing iron rod being a common corner with the said Curtis Lee Andrews, JR. property; thence along said Curtis Lee Andrews, JR. property South 09- 02-43 East a distance of 264.28 feet to the Point and Place of BEGINNING; Containing 1,087,669 square feet or 24.9695 acres as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated December 12, 2020 JOB NO. 90813.

SECTION 2. Upon and after the 9th day of September, 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 9th day of September 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

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract--New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Murdock Holdings, LLC a California Limited Liability Company

(b) "Buyer": City of Concord, a North Carolina Municipal Corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: Lot 20 Swink Street SW
City: Concord Zip: 28027
County: Cabarrus, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference :Lot/Unit 20, Block/Section, Subdivision/Condominium, as shown on Plat Book/Slide at Page(s)

The PIN/PID or other identification number of the Property is: 5620 32 8989

Other description:

Some or all of the Property may be described in Deed Book 13312 at Page 0135

(d) "Purchase Price":

\$ 15,000.00
\$
\$
\$
\$
\$
\$ 15,000.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by [] cash [] personal check [] official bank check [] wire transfer, [X] electronic transfer, EITHER [] with this offer OR [X] within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on, TIME BEING OF THE ESSENCE.
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
Revised 7/2019
© 7/2019

Buyer initials Seller initials

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): _____

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on ***TIME BEING OF THE ESSENCE.***

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on An Agreed Upon Time-Pending Council Approval (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

Buyer initials _____ Seller initials _____

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligation under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property *(check only ONE of the following options):*

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as maybe specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";

(iii) determining restrictive covenant compliance;

(iv) appraisal;

(v) title search;

(vi) title insurance;

(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;

(viii) recording the deed; and

(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney:(1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____.

Seller warrants that there are are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____.

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, 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, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there maybe withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising there from.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: _____
The City of Concord, a North Carolina Municipal Corporation _____.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges: Seller shall pay:** (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If

legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____ | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional

documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

15. **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.

16. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. 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 or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counter offer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Buyer _____

Date: _____

Buyer _____

Entity Buyer:
The City of Concord, a North Carolina Municipality Corporation
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Seller _____

Date: _____

Seller _____

Entity Seller:
Murdock Holdings, LLC, a California Limited Liability Company
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 35 Cabarrus Avenue W.
Concord, NC 28025

Buyer Fax#: 704-920-6962

Buyer E-mail: carrm@concordnc.gov

SELLER NOTICE ADDRESS:

Mailing Address: 1 Dole Drive
Westlake Village, CA 91361

Seller Fax#:

Seller E-mail:

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name:
Acting as Buyer's Agent Seller's(sub)Agent Dual Agent
Firm License#:
Mailing Address:

Listing Firm Name:
Acting as Seller's Agent Dual Agent
Firm License#:
Mailing Address:

Individual Selling Agent:
Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent:
Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#:

Listing Agent License#:

Selling Agent Phone#:

Listing Agent Phone#:

Selling Agent Fax#:

Listing Agent Fax#:

Selling Agent E-mail:

Listing Agent E-mail:

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Murdock Holdings, LLC, a California Limited Liability Company ("Seller")

Buyer: City of Concord, a North Carolina Municipal Corporation ("Buyer")

Property Address: Lot 20 Swink Street SW Concord, NC 28027 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$, receipt of which Listing Agent hereby acknowledges.

Date: Firm:

By: (Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$, receipt of which Seller hereby acknowledges.

Date: Seller:

(Signature)

Date: Seller:

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm:

By: (Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm:

Time: AM. PM

By: (Signature)

(Print name)



**STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u> </u> Buyer Initials			
1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u> </u> Buyer Initials			
2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
<u> </u> Buyer Initials			
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input type="checkbox"/>	
<u> </u> Buyer Initials			
4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u> </u> Buyer Initials			
5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
<u> </u> Buyer Initials			
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input type="checkbox"/>	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: Lot 20 Swink Street SW, Concord, NC 28027

Owner's Name(s): Murdock Holdings, LLC, a California Limited Liability Company

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: _____ Date _____

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

REC 4.25
1/1/15

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract--New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Murdock Holdings, LLC a California Limited Liability Corporation

(b) **"Buyer":** City of Concord, a North Carolina Municipal Corporation

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 327 Howerton Avenue NW
City: Concord Zip: 28025
County: Cabarrus, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference :Lot/Unit 18, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 5620 55 8562

Other description: _____

Some or all of the Property may be described in Deed Book 13312 at Page 0135

(d) **"Purchase Price":**

\$ 24,000.00
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ 24,000.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE.**
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
Revised 7/2019
© 7/2019

Buyer initials _____ Seller initials _____

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "**Earnest Money Deposit**": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "**Escrow Agent**" (insert name): N/A

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "**Effective Date**": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "**Due Diligence**": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "**Due Diligence Fee**": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "**Due Diligence Period**": The period beginning on the Effective Date and extending through 5:00 p.m. on N/A ***TIME BEING OF THE ESSENCE.***

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on Agreed Upon Time, Pending Council Approval (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligation under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property *(check only ONE of the following options):*

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as maybe specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";

(iii) determining restrictive covenant compliance;

(iv) appraisal;

(v) title search;

(vi) title insurance;

(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;

(viii) recording the deed; and

(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney:(1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____.

Seller warrants that there are are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____.

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, 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, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there maybe withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising there from.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: _____

The City of Concord, a North Carolina Municipal Corporation _____.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges: Seller shall pay:** (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If

legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____ | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional

documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

15. **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.

16. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. 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 or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counter offer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Buyer _____

Date: _____

Buyer _____

Entity Buyer:
The City of Concord, a North Carolina Municipality Corporation
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Seller _____

Date: _____

Seller _____

Entity Seller:
Murdock Holdings, LLC, a California Limited Liability Company
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 35 Cabarrus Avenue W.
Concord, NC 28025

Buyer Fax#: 704-920-6962

Buyer E-mail: carrm@concordnc.gov

SELLER NOTICE ADDRESS:

Mailing Address: 1 Dole Drive
Westlake Village, CA 91361

Seller Fax#:

Seller E-mail:

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name:
Acting as Buyer's Agent Seller's(sub)Agent Dual Agent
Firm License#:
Mailing Address:

Listing Firm Name:
Acting as Seller's Agent Dual Agent
Firm License#:
Mailing Address:

Individual Selling Agent:
Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent:
Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#:

Listing Agent License#:

Selling Agent Phone#:

Listing Agent Phone#:

Selling Agent Fax#:

Listing Agent Fax#:

Selling Agent E-mail:

Listing Agent E-mail:

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Murdock Holdings, LLC, a California Limited Liability Company City of _____ ("Seller")

Buyer: Concord, a North Carolina Municipal Corporation _____ ("Buyer")

Property Address: 327 Howerton Avenue SW Concord, NC 28025 _____ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: _____

By: _____ (Signature)

_____ (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____

(Signature)

Date: _____ Seller: _____

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

By: _____ (Signature)

_____ (Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

Time: _____ AM. PM

By: _____ (Signature)

_____ (Print name)



STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
- A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
- You must respond to each of the following by placing a check \checkmark in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u> </u> Buyer Initials			
1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u> </u> Buyer Initials			
2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
<u> </u> Buyer Initials			
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input type="checkbox"/>	
<u> </u> Buyer Initials			
4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u> </u> Buyer Initials			
5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
<u> </u> Buyer Initials			
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input type="checkbox"/>	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 327 Howerton Avenue NW, Concord, NC 28025

Owner's Name(s): Murdock Holdings, LLC, a California Limited Liability Company

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: _____ Date _____

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

REC 4.25
1/1/15

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract--New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Murdock Holdings, LLC a California Limited Liability Company

(b) "Buyer": City of Concord, a North Carolina Municipal Corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: Lot 30 Fenix Drive SW
City: Concord Zip: 28025
County: Cabarrus, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference :Lot/Unit 30, Block/Section, Subdivision/Condominium, as shown on Plat Book/Slide at Page(s)

The PIN/PID or other identification number of the Property is: 5620 75 4472

Other description:

Some or all of the Property may be described in Deed Book 13312 at Page 0135

(d) "Purchase Price":

\$ 9,000.00
\$
\$
\$
\$
\$
\$ 9,000.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on TIME BEING OF THE ESSENCE.
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
Revised 7/2019
© 7/2019

Buyer initials Seller initials

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): _____

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on
N/A *TIME BEING OF THE ESSENCE.*

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on An Agreed Upon Time-Pending Council Approval (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

Buyer initials _____ Seller initials _____

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligation under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property *(check only ONE of the following options):*

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as maybe specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";

(iii) determining restrictive covenant compliance;

(iv) appraisal;

(v) title search;

(vi) title insurance;

(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;

(viii) recording the deed; and

(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney:(1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____.

Seller warrants that there are are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____.

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, 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, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there maybe withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising there from.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: _____

The City of Concord, a North Carolina Municipal Corporation _____.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges: Seller shall pay:** (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If

legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____ | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional

documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective 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.

15. **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.

16. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. 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 or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counter offer.

18. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Buyer _____

Date: _____

Buyer _____

Entity Buyer:
The City of Concord, a North Carolina Municipality Corporation
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Seller _____

Date: _____

Seller _____

Entity Seller:
Murdock Holdings, LLC, a California Limited Liability Company
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

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NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 35 Cabarrus Avenue W.
Concord, NC 28025

Buyer Fax#: 704-920-6962

Buyer E-mail: carrm@concordnc.gov

SELLER NOTICE ADDRESS:

Mailing Address: 1 Dole Drive
Westlake Village, CA 91361

Seller Fax#:

Seller E-mail:

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name:
Acting as Buyer's Agent Seller's(sub)Agent Dual Agent
Firm License#:
Mailing Address:

Listing Firm Name:
Acting as Seller's Agent Dual Agent
Firm License#:
Mailing Address:

Individual Selling Agent:
Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent:
Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#:

Listing Agent License#:

Selling Agent Phone#:

Listing Agent Phone#:

Selling Agent Fax#:

Listing Agent Fax#:

Selling Agent E-mail:

Listing Agent E-mail:

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Murdock Holdings, LLC, a California Limited Liability Company ("Seller")

Buyer: City of Concord, a North Carolina Municipal Corporation ("Buyer")

Property Address: Lot 30 Fenix Drive SW Concord, NC 28025 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$, receipt of which Listing Agent hereby acknowledges.

Date: Firm:

By: (Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$, receipt of which Seller hereby acknowledges.

Date: Seller:

(Signature)

Date: Seller:

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm:

By: (Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: Firm:

Time: AM. PM

By: (Signature)

(Print name)



**STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation	
<u> </u> Buyer Initials	1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u> </u> Buyer Initials	2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
<u> </u> Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input type="checkbox"/>	
<u> </u> Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u> </u> Buyer Initials	5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input type="checkbox"/>	
<u> </u> Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input type="checkbox"/>	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: Lot 30 Fenix Drive NW, Concord, NC 28025

Owner's Name(s): Murdock Holdings, LLC, a California Limited Liability Company

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: _____ Date _____

Owner Signature: _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____

REC 4.25
1/1/15



327 Howerton Ave NW
5620-55-8562

Lot 30 Fenix Dr SW
5620 75 4472

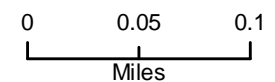
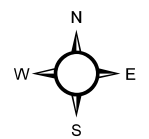
Lot 20 Swink St SE
5620 32 8989

Murdock Holdings LLC
Properties

Howerton Ave NW
Fenix Dr SW
Swink St SE

Murdock Holdings Properties

Parcels





Southeastern Consulting Engineers, Inc.

August 20, 2021

Mr. Scott Chunn
Deputy Director of Electric Systems
City of Concord
P. O. Box 308
Concord, North Carolina 28025

Ref.: Substation T – Site Work
Bid Recommendation

Dear Scott:

The City received sealed proposals at 10:30 a.m. on August 12, 2021, from five contractors for the sitework and grading at Substation T located on Concord Parkway. The five bids were reviewed for compliance with the specifications and relevant project experience. A bid tabulation is attached.

The low bid was submitted by Mugo Gravel and Grading, Inc. of Concord, NC in the amount of \$322,500.00. The Electric Department has limited experience with Mugo and therefore, Mugo was required to complete the attached Qualification Statement. Based on the information provided in the Qualification Statement we believe that Mugo has enough relevant experience to complete this project.

We recommend that the City accept Mugo Gravel and Grading, Inc.'s proposal in the amount of \$322,500.00 and proceed with executing the contract documents. Please let us know if you have any questions or need any additional information.

Very Truly Yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By

Jerry L. Ford, Jr., P.E.
Sr. Design Engineer

Enc: Bid Tabulation

cc: Mr. Alex Burris
Mrs. Andrea Cline

BID TABULATION
 Site Work - Substation T

City of Concord
Concord, North Carolina

Bid Date: August 12, 2021
 Time: 10:30 AM, EST

<u>Bidder</u>	<u>Performance Managed Construction</u>	<u>Bell Construction Company</u>	<u>Mugo Gravel & Grading</u>	<u>Kemp Sigmon</u>	<u>Ikes Construction</u>	_____
All Costs for all Labor, Materials, Equipment, Supplies, Supervision, Insurance, other miscellaneous costs, profit and overhead, both direct & indirect, for completion of all Work. (less Sediment Pond Conversion)	\$ <u>389,950.00</u>	\$ <u>400,950.00</u>	\$ <u>302,000.00</u>	\$ <u>349,000.00</u>	\$ <u>355,000.00</u>	\$ _____
Sediment Pond Conversion to Sand Filter (to be completed after Substation Construction)	<u>15,000.00</u>	<u>63,200.00</u>	<u>20,500.00</u>	<u>11,000.00</u>	<u>35,000.00</u>	_____
Total	\$ <u><u>404,950.00</u></u>	\$ <u><u>464,150.00</u></u>	\$ <u><u>322,500.00</u></u>	\$ <u><u>360,000.00</u></u>	\$ <u><u>390,000.00</u></u>	\$ <u><u> </u></u>
Bid Bond	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	_____

BID TABULATION (Continued)

Site Work - Substation T

City of Concord
Concord, North Carolina

Bid Date: August 12, 2021
 Time: 10:30 AM, EST

<u>Bidder</u>	<u>Performance Managed Construction</u>	<u>Bell Construction Company</u>	<u>Mugo Gravel & Grading</u>	<u>Kemp Sigmon</u>	<u>Ikes Construction</u>	<u>_____</u>
<u>Miscellaneous Unit Prices</u>						
Unit Adder - Suitable Fill	\$ <u>30.00</u> /Cu.Yd.	\$ <u>30.00</u> /Cu.Yd.	\$ <u>16.00</u> /Cu.Yd.	\$ <u>50.00</u> /Cu.Yd.	\$ <u>30.00</u> /Cu.Yd.	\$ _____/Cu.Yd.
Unit Adder - Additional Excavation	\$ <u>15.00</u> /Cu.Yd.	\$ <u>15.00</u> /Cu.Yd.	\$ <u>16.00</u> /Cu.Yd.	\$ <u>30.00</u> /Cu.Yd.	\$ <u>8.00</u> /Cu.Yd.	\$ _____/Cu.Yd..
Unit Adder - Rock Excavation	\$ <u>400.00</u> /Cu.Yd.	\$ <u>200.00</u> /Cu.Yd.	\$ <u>175.00</u> /Cu.Yd.	\$ <u>200.00</u> /Cu.Yd.	\$ <u>300.00</u> /Cu.Yd.	\$ _____/Cu.Yd..
Unit Adder - Additional Concrete, including forming, finishing, and reinforcing steel	\$ <u>550.00</u> /Cu.Yd.	\$ <u>1,500.00</u> /Cu.Yd.	\$ <u>750.00</u> /Cu.Yd.	\$ <u>1,200.00</u> /Cu.Yd.	\$ <u>350.00</u> /Cu.Yd.	\$ _____/Cu.Yd..
Unit Adder - Slit Fencing	\$ <u>5.00</u> /Per Ft. Installed	\$ <u>5.00</u> /Per Ft. Installed	\$ <u>3.75</u> /Per Ft. Installed	\$ <u>4.00</u> /Per Ft. Installed	\$ <u>3.00</u> /Per Ft. Installed	\$ _____/Per Ft. Installed
Unit Adder - Rock Removal from Site	\$ <u>100.00</u> /Cu.Yd.	\$ <u>50.00</u> /Cu.Yd.	\$ <u>25.00</u> /Cu.Yd.	\$ <u>20.00</u> /Cu.Yd.	\$ <u>50.00</u> /Cu.Yd.	\$ _____/Cu.Yd.



FINANCE ROUTING SHEET

Date: 8/12/21

Department: Electric Systems

Award Information

Awarded To: Mugo Gravel & Grading

Project Number: _____

Bid Amount: \$322,500.00

Bid Number: 2499

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: N/A

City Funds Required: \$322,500.00

Other Financial Resources: N/A

In-Kind Services Required: N/A

Budget Code: 6949-5801171

Comments

from formal bids received 8/12/2021

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: Aug 12, 2021

FORMAL BID: Yes 2499

BID DATE: 8/12/2021

DEPARTMENT: Electric Systems, Sub T, Sitework

BIDDERS	AMOUNT	DELIVERY
Mugo Gravel & Grading.	\$322,500.00	N/A
Kemp Sigmon	\$360,000.00	N/A
Ikes Construction	\$390,000.00	N/A
Performance Managed Construction	\$404,950.00	N/A
Bell Construction Company	\$464,150.00	N/A

RECOMMENDATION: Mugo Gravel & Grading

LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

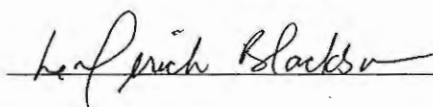
FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 8/25/2021

COMMENTS: _____

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:



DATE: 8/25/2021

COMMENTS: _____

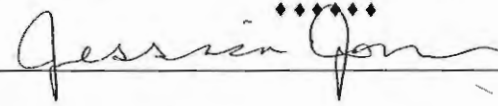
PURCHASING OFFICIAL:



DATE: 8/25/21

COMMENTS: _____

FINANCE DIRECTOR:



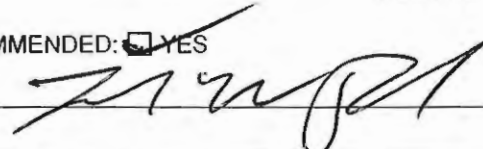
DATE: 8/25/21

COMMENTS: _____

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER:



DATE: 8/25/21

COMMENTS: _____

Quote

August 9, 2021
To: Dawn Simpson

Project: Beverly Hills Tennis/Pickleball
Concord, North Carolina

4 pole Tennis 30 fc (recommended).....\$109,500

Applicable USE tax, permitting, and installation are included.

Light-Structure System™ with Total Light Control – TLC for LED® technology

Guaranteed Lighting Performance

- Guaranteed light levels

System Description [Light-Structure System]

- Galvanized steel poles
- Prestressed concrete bases
- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired pole top luminaire assemblies
- UL Listed assemblies

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

Sourcewell

Master Project: #199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Notes

Quote is based on:

- Shipment of entire project together to one location
- Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
- Structural code and wind speed = 2015 IBC, 115 mph, Exposure C, Importance Factor.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Care will be taken on the perimeter of the fields, but owner is responsible for landscape repair if needed.
- Confirmation of pole locations prior to production.

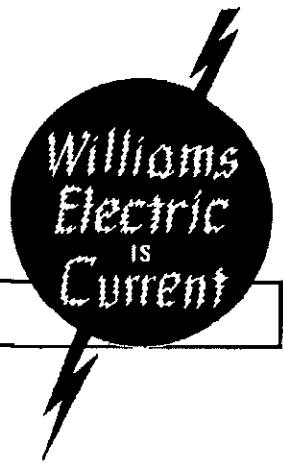
Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Dina Neeley
North Carolina Lighting Consultant
Musco Sports Lighting, LLC
336.414.1030
dina.neeley@musco.com



Williams Electric Company



INSTALLING AND SERVICING OVERHEAD & UNDERGROUND POWER & TELEPHONE FACILITIES
EMERGENCY STORM RESTORATION -SPORTS LIGHTING-CABLE TV

2119 E. Dixon Blvd. • P.O. Box 2367 • Shelby, North Carolina 28151-2367
Telephone: 7041484-1881 • Fax: 7041480-9326 • Email: info@4weco.com

To; Tim Davis 4/1/2020

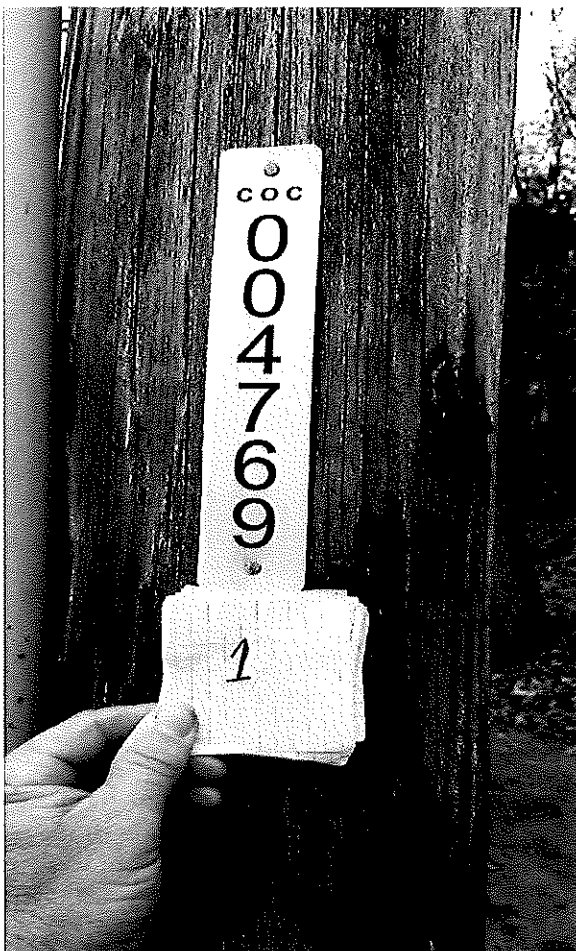
Project; Beverly Hills Pole Inspection Report

Location; Beverly Hills Tennis -Concord, N.C.

Pole #1

Birth mark identification label is unreadable, pole is old and weather same as pole # 3 & #4 with a 1989 birth mark. Pole has reached its life expectancy.

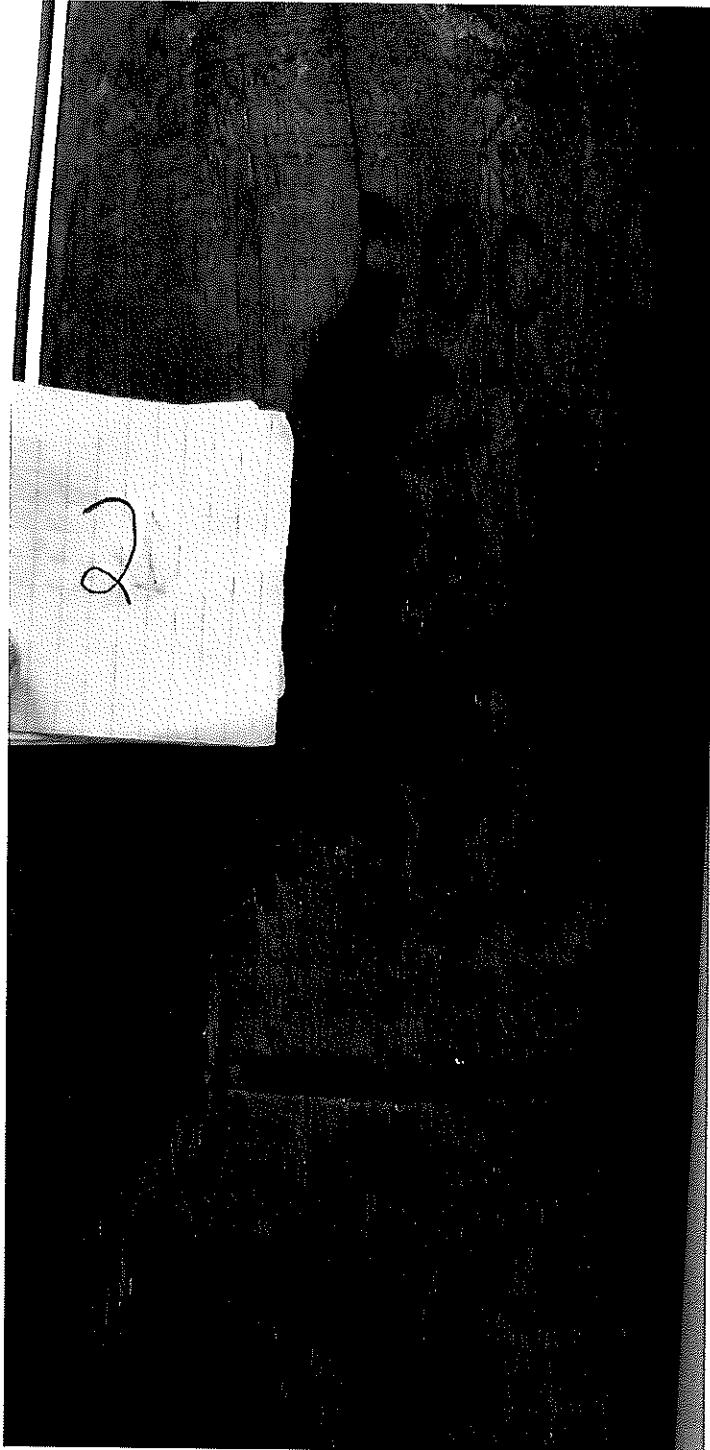
Recommended for pole to be changed out.



Pole #2

Pole birth mark show a 3/16

Recommended to recheck yearly



Pole #3

Birth mark identification label is barely readable; pole is old and weather same as pole #4 with a 1989 birth mark. Pole has reached its life expectancy.

Recommended for pole to be changed out.

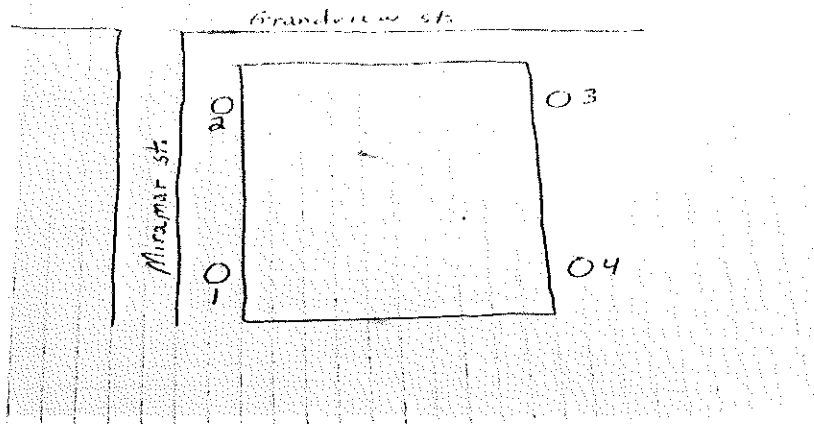


Pole #4

Birth mark identification label is readable, pole is old and weather with a 1989 birth mark.
Pole has reached its life expectancy.

Recommended for pole to be changed out.





Danger Pole (highly recommended to change out) # 3 & # 4

Caution Pole (recommend to change out) # 1

Re-inspect - # 2 annually

Thanks,
Michael Dickson
Williams Electric Co.
P O Box 2367
Shelby, N.C. 28151
(803) 480-0670 Mobile
(704) 480-9326 Fax
michael.dickson@4weco.com



Quote

Date: August 9, 2021
To: Dawn Simpson

Project: #200466 Bernie Softball Retrofit
Concord, North Carolina

Retrofit Bernie softball 50/30 fc 300' radius.....\$ 189,500

Applicable USE tax, permitting and installation are included.

Light-Structure System™ with Total Light Control – TLC for LED® technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50/30 foot-candles on Bernie
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description [Light-Structure System]

- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired pole top luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker™ luminaires
- UL Listed assemblies

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

Sourcewell Master Project: #199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Care will be taken on the perimeter of the fields, but owner is responsible for landscape repair if needed.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



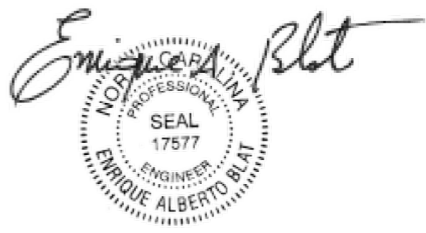
Dina Neeley
North Carolina Lighting Consultant
Musco Sports Lighting, LLC
336.414.1030
dina.neeley@musco.com



BID TABULATION
CODDLE CREEK GREENWAY - AFTON RUN
 BIDS RECEIVED AUGUST 24th, 2021, 2:00 PM

Coddle Creek Greenway - Afton Run														
No.	Item: NCDOT Section or Reference #	Description	QTY.	Units	Ike's Construction		Carolina Siteworks		Performance Managed Construction		J.D. Goodrum		Dane Construction	
					Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)
1	800	Mobilization	1	LS	\$87,604.00	\$87,604.00	\$7,027.00	\$7,027.00	\$26,500.00	\$26,500.00	\$45,583.93	\$45,583.93	\$95,000.00	\$95,000.00
2	801	Construction Surveying	1	LS	\$12,190.00	\$12,190.00	\$11,000.00	\$11,000.00	\$17,500.00	\$17,500.00	\$9,671.76	\$9,671.76	\$8,500.00	\$8,500.00
3	1607	Gravel Construction Entrance	2	EA	\$3,200.00	\$6,400.00	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$3,281.49	\$6,562.98	\$5,000.00	\$10,000.00
4	SP-01	Traffic Control	1	LS	\$4,600.00	\$4,600.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$2,878.50	\$2,878.50	\$15,000.00	\$15,000.00
5	SP-02	Comprehensive Grading	1	LS	\$61,400.00	\$61,400.00	\$85,058.00	\$85,058.00	\$137,000.00	\$137,000.00	\$278,727.46	\$278,727.46	\$250,320.00	\$250,320.00
6	265	Select Granular Material	200	CY	\$46.00	\$9,200.00	\$50.79	\$10,158.00	\$20.00	\$4,000.00	\$34.54	\$6,908.00	\$75.00	\$15,000.00
7	230	Borrow Excavation	100	CY	\$35.00	\$3,500.00	\$35.25	\$3,525.00	\$10.00	\$1,000.00	\$28.79	\$2,879.00	\$50.00	\$5,000.00
8	225	Undercut Excavation	200	CY	\$26.00	\$5,200.00	\$28.49	\$5,698.00	\$20.00	\$4,000.00	\$34.54	\$6,908.00	\$65.00	\$13,000.00
9	1016	Select Material Class VI (#57 Stone), placed and compacted	150	TN	\$50.00	\$7,500.00	\$40.00	\$6,000.00	\$20.00	\$3,000.00	\$40.70	\$6,105.00	\$46.00	\$6,900.00
10	1056	Geotextile for Soil Stabilization, Table 1056-1 type4	3,800	SY	\$1.50	\$5,700.00	\$2.08	\$7,904.00	\$2.00	\$7,600.00	\$2.47	\$9,386.00	\$4.00	\$15,200.00
Erosion Control														
11	1605	Silt Fence	3,000	LF	\$3.50	\$10,500.00	\$4.75	\$14,250.00	\$2.50	\$7,500.00	\$2.65	\$7,950.00	\$3.25	\$9,750.00
12	SP-09	Jurisdictional Fencing	500	LF	\$2.00	\$1,000.00	\$1.50	\$750.00	\$3.50	\$1,750.00	\$1.73	\$865.00	\$3.50	\$1,750.00
13	SP-07	Silt Fence Outlet	19	EA	\$175.00	\$3,325.00	\$150.00	\$2,850.00	\$200.00	\$3,800.00	\$375.36	\$7,131.84	\$250.00	\$4,750.00
14	SP-06	Coir Fiber Matting	200	SY	\$6.50	\$1,300.00	\$8.60	\$1,720.00	\$7.00	\$1,400.00	\$6.91	\$1,382.00	\$6.50	\$1,300.00
15	1631	Matting for Erosion Control (Excelsior Curlex or equivalent)	200	SY	\$2.50	\$500.00	\$3.25	\$650.00	\$4.00	\$800.00	\$2.47	\$494.00	\$2.50	\$500.00
Trail														
16	1082	Ten (10) foot wide boardwalk (SH-13)	100	LF	\$540.00	\$54,000.00	\$819.18	\$81,918.00	\$1,000.00	\$100,000.00	\$831.31	\$83,131.00	\$1,750.00	\$175,000.00
17	SH-13, 410	Sonotube Concrete boardwalk footings with 6"x6" posts	32	EA	\$470.00	\$15,040.00	\$688.00	\$22,016.00	\$1,500.00	\$48,000.00	\$143.93	\$4,605.76	\$775.00	\$24,800.00
18	610	NCDOT Aggregate Base Course (ABC)	1,500	TN	\$47.00	\$70,500.00	\$45.00	\$67,500.00	\$30.00	\$45,000.00	\$40.30	\$60,450.00	\$35.00	\$52,500.00
19	520	Asphalt surface course (2" thick), Type S9.5B	500	TN	\$138.00	\$69,000.00	\$130.00	\$65,000.00	\$120.00	\$60,000.00	\$135.87	\$67,935.00	\$130.00	\$65,000.00
20	SH-14,15	Remove, dispose, and rebuild two existing brick walls per design plans. This includes the removal, disposal, and rebuild of the four brick columns as well.	1	LS	\$32,288.00	\$32,288.00	\$76,994.00	\$76,994.00	\$41,000.00	\$41,000.00	\$52,791.69	\$52,791.69	\$50,000.00	\$50,000.00
21	SH-14,15	Remove, dispose, and replace existing concrete footings under both brick walls adjacent to Burck Dr per design plans	1	LS	\$9,500.00	\$9,500.00	\$17,764.00	\$17,764.00	\$3,000.00	\$3,000.00	\$7,196.25	\$7,196.25	\$40,000.00	\$40,000.00
22	1630	Silt/Sediment removal and disposal under existing culvert from station 11+42.32 to	30	CY	\$90.00	\$2,700.00	\$40.00	\$1,200.00	\$50.00	\$1,500.00	\$40.30	\$1,209.00	\$25.00	\$750.00
23	848	Concrete sidewalk connection spur at Nolen Dr (5' wide)	28	LF	\$143.00	\$4,004.00	\$40.00	\$1,120.00	\$60.00	\$1,680.00	\$109.38	\$3,062.64	\$150.00	\$4,200.00
24	848	ADA Curb Ramps, Type 2 Modified (SH-16)	2	EA	\$1,000.00	\$2,000.00	\$1,407.00	\$2,814.00	\$2,000.00	\$4,000.00	\$2,590.65	\$5,181.30	\$2,750.00	\$5,500.00
25	SH-16	Bollards	4	EA	\$575.00	\$2,300.00	\$1,250.00	\$5,000.00	\$300.00	\$1,200.00	\$575.70	\$2,302.80	\$850.00	\$3,400.00
26	SP-07	24" RCP Extension (SH-6)	1	LS	\$13,672.00	\$13,672.00	\$16,721.00	\$16,721.00	\$15,000.00	\$15,000.00	\$16,752.87	\$16,752.87	\$20,000.00	\$20,000.00
27	1660	Seeding and Mulching	1	AC	\$4,600.00	\$4,600.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$3,454.20	\$3,454.20	\$3,000.00	\$3,000.00
28	SH-12	Greenway Entrance Sign	1	LS	\$4,000.00	\$4,000.00	\$6,081.00	\$6,081.00	\$12,500.00	\$12,500.00	\$2,302.80	\$2,302.80	\$13,500.00	\$13,500.00
ESTIMATED TOTAL					\$503,523.00	\$528,118.00	\$566,730.00	\$703,808.78	\$909,620.00					
10% CONTINGENCY					\$50,352.30	\$52,811.80	\$56,673.00	\$70,380.88	\$90,962.00					
TOTAL ESTIMATED COST					\$553,875.30	\$580,929.80	\$623,403.00	\$774,189.66	\$1,000,582.00					
Bid Security (5%)					YES	YES	YES	YES	YES					

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the proje



8/24/2021

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: ~~Residential~~ ~~Commercial~~
2. Name and address of owner(s)/developer(s): Kathy Coley / Grace L. Coley
2536 Miami Ch Rd Concord NC 28025
3. Owner(s)/developer(s) telephone: 704-785-9438 Fax: Ø
4. Name and address of surveyor/engineer: _____
5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____
7. Name and address of person to whom comments should be sent: _____
Kathy Coley
8. Telephone number of person to whom comments should be sent: _____
Fax: 704-785-9438
9. Location of property: 2536 Miami Ch Rd Concord NC 28025
10. Cabarrus County P.I.N.#: _____
11. Current zoning classification: Residential
12. Total acres: 5 Total lots proposed: _____
13. Brief Description of development: _____
14. Proposed Construction Schedule _____
15. Type of Service requested water tap

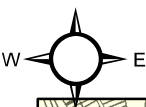
7-6-21
Date

Kathy Coley
Signature of Owner/Agent

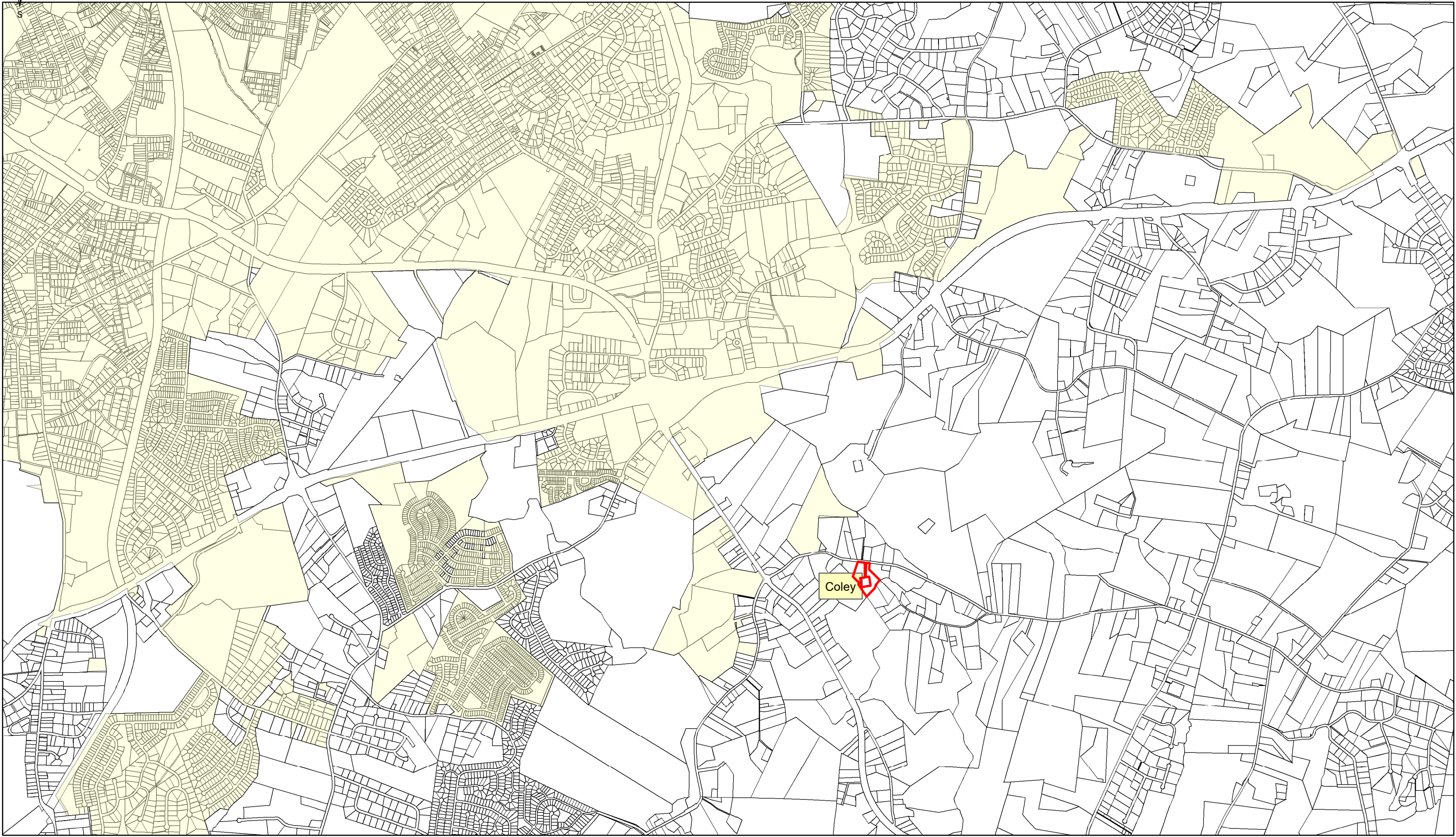
Kathy Coley
Name (printed)

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



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: No Named development (N/A)
2. Name and address of owner(s)/developer(s): Tommy & Teresa Fisher
133 Odell School rd. Concord, NC 28027
3. Owner(s)/developer(s) telephone: 704-701-9330 Fax: _____
4. Name and address of surveyor/engineer: N/A
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: Clay Fisher
7310 Vintz Rd. Concord NC 28027
8. Telephone number of person to whom comments should be sent: 704-920-8731
Fax: _____
9. Location of property: 133 Odell School rd. Concord NC
28027
10. Cabarrus County P.I.N.#: 46916095190000
11. Current zoning classification: CR
12. Total acres: 4.09 Total lots proposed: 3 lots
13. Brief Description of development: 16,000 sqft retail space
14. Proposed Construction Schedule July 2021 - July 2022
15. Type of Service requested City water sewer tap

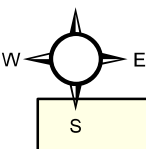
2/28/21
Date

Tommy Fisher
Signature of Owner/Agent

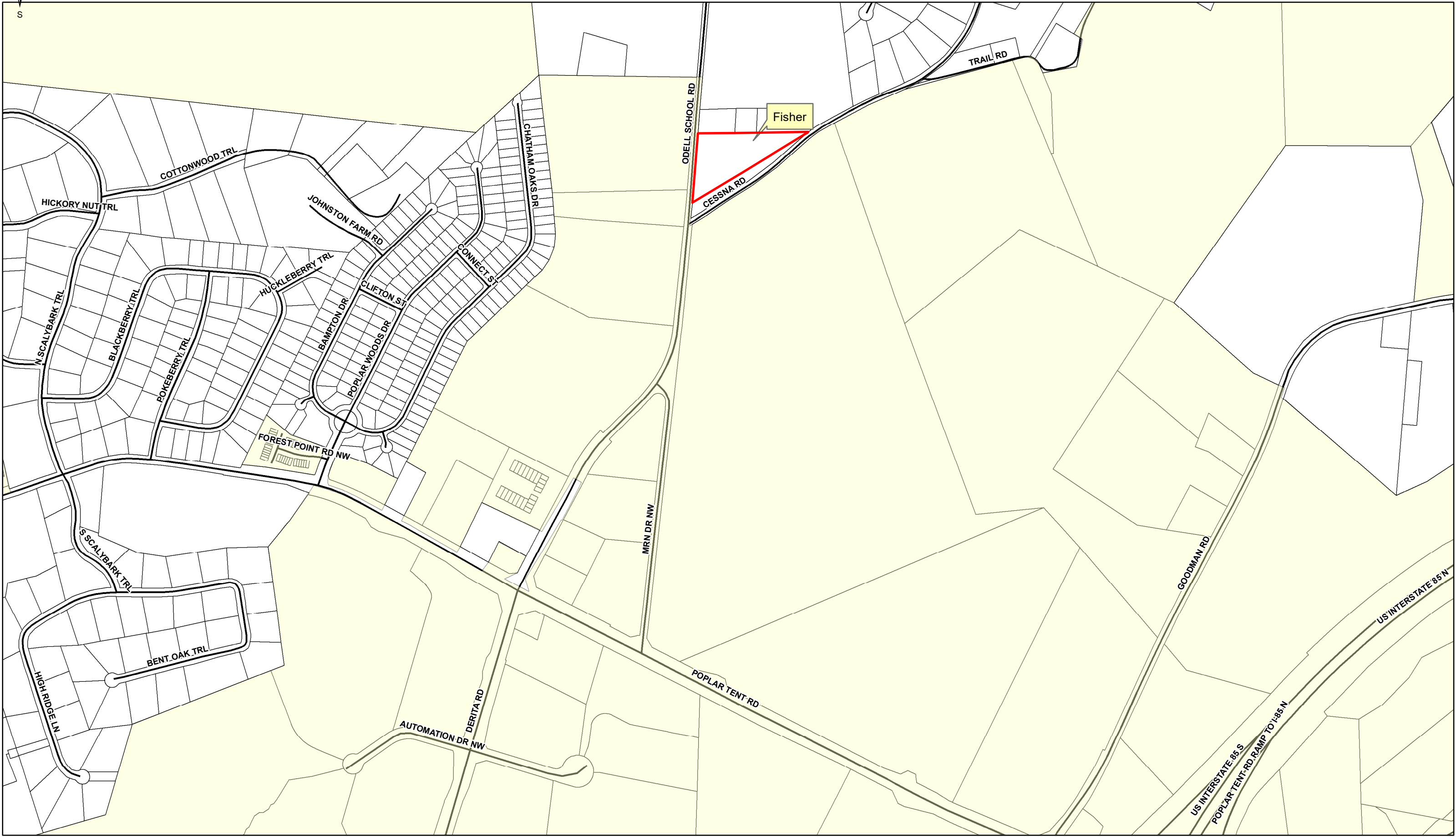
Tommy Fisher
Name (printed)

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



Trash Policy

Litter means any solid or liquid material or product or combination of solid or liquid materials or products, including, but not limited to: all rubbish, waste matter, refuse, garbage, trash, paper, package, container, bottle, can, debris, dead animals or other discarded materials of every kind and description.

Bins, recyclables and containers shall be placed at the curb and at a place that is readily accessible to the collector, from 5:00 pm on the day prior to collection until 9:00 pm on the day of collection. Bins, recyclables and containers kept on the outside of the building at any other time, should be placed to the rear of the building.

Non-compliance:

First violation: will result in a warning letter being issued to the tenant(s), regardless of whether the violation was caused by them or their guest(s).

Second violation: tenant(s) will be conferenced, receive an additional warning and a \$30 fine will also be issued.

Third violation: will result in a \$30 fine issued to the tenant(s) and termination of the lease will be issued. This violation will be considered a breach of the lease as follows:

Section 11. Tenant Obligations

b. To maintain the dwelling unit in a manner that complies with all obligations imposed upon the tenant by applicable provisions of the state and local building, housing, fire and health codes materially affecting health and safety, and to allow PHA to make necessary inspection of the tenant's dwelling unit; to maintain the premises assigned to the tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards

c. To keep such areas outside the dwelling unit that may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition; to maintain the yards assigned to him/her in a neat and orderly manner; to pick up and remove trash assigned to his/her unit. Upon written approval by PHA, as a reasonable accommodation, tenants with disabilities shall be exempt from this obligation.

e. Not to dispose of litter on the grounds of the property and to cause tenant's household members, guests and other persons under the tenant's control to refrain from littering.

l. To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner.

y. Failure by the tenant to comply with these Tenant Obligations is grounds for termination of this lease.

Your lease further states:

3. Charges in Addition to Rent

c. Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination.

17. Termination of the Lease

d. This lease may be terminated by PHA only for serious or repeated violations of material terms of the lease or for other good cause.

A documented violation shall include any reasonable evidence clearly establishing a violation of the foregoing Trash Policy, including but not limited to, dated photographic evidence that reveals the particular violation, and the address of the property where the violation occurred, or an affidavit signed by two or more witnesses to the violation(s) attesting to the specific type of violation(s), the address of the property where the violation(s) occurred and the date(s) of the violation(s).

**CITY OF CONCORD POLICY:
PRIVATE BANNERS on PUBLIC UTILITY and ILLUMINATION POLES**

POLICY STATEMENT

The Concord City Council has the sole authority to designate the locations upon which and the conditions under which private banners may be hung from public (utility and/or illumination) poles. This policy is to encourage economic activity in Concord by allowing certain commercial speech in certain designated areas. Only decorative signs or other decorations that promote or celebrate the City, its neighborhoods, civic institutions, or public activities or events in the City may be displayed upon City utility and/or illumination poles.

Signs that "promote or celebrate the City" shall be deemed to include those that: promote a program or activity of the City; promote an organization or program subsidized or sponsored by the city; identify a neighborhood; promote commercial district; promote significant events or institutions that have unique ties to the City or that celebrate significant anniversaries of city businesses and community institutions in increments of 5 years starting with the 20th Anniversary (e.g. 20th, 25th, 30th, 35th, etc).

"Civic institutions" include significant cultural institutions and activities/events; important community institutions, such as hospitals, professional and amateur sports teams/events, colleges and schools; and direct-service charitable organizations, such as the YMCA and the United Way.

"Public activities or events" means large, festive events that are open to the public generally, for free or for nominal cost; fund-raising events on behalf of (i) not-for-profit charitable organizations which engage in direct-service charitable work, or are umbrella fund-raising organizations for such work, or (ii) associations devoted to research on and support for patients with various diseases; or (iii) events of regional or national significance to draw 20,000 or more spectators.

Rights-of-way shall NOT be used for promoting any political or social advocacy organization or political or religious message.

DESIGNATION of AREAS in WHICH BANNERS may be DISPLAYED

The City Council designates two areas upon which City-owned utility and/or illumination poles may be used for hanging banners. The City Council may change the designated areas by amending this Policy.

- 1) The first area is Concord Mills Blvd., between Derita Road and I-85, Bruton Smith Blvd between I-85 and US 29 and on US 29 (Concord Parkway) between Mecklenburg County and the Rocky River (the "Exit 49 Area).
- 2) The second area is Spring St. SW from Corban to Cabarrus Ave. W.; Cabarrus Ave W. from Spring Street to Cabarrus Ave E. at MacEachem Blvd SE; MacEachem Blvd SE to

Corban Ave SE; Corban Ave SE to Corban Ave SW at Spring Street; Church St. S. from Killarney Ave NE to Corban Ave SE; all of Barbrick Ave. SW; all of Means St. SE (the "Downtown Area").

PROCESS OF CONSIDERATION

- A. A party who wishes to erect banners in the Designated Area must submit an application setting forth the particulars of the proposal. The application shall be on a form provided by the City and contain all of the information listed in A-L below.
- B. Applications should be submitted to the City Manager's Office. The City Manager may approve the applications meeting this policy, or the City Manager may delegate such approval to his or her staff. The City Manager may consult with any persons having specialized knowledge and expertise about the application. The City Manager may reject applications not meeting the standards of this policy. Rejections will be in writing stating how the application is deficient.
- C. The City Manager may request additional information from the applicant, City staff, NC DOT or other persons.
- D. The City Manager may offer a written agreement to the applicant.
- E. Rejected applicants may resubmit their complete application in 15 calendar days to the City Clerk for consideration by the City Council. The City Council may take any action it deems appropriate, including but not limited to approving the application, rejecting the application; approving the application with modifications; requesting more information from the applicant; and tabling the application indefinitely. The City Council is not required to offer such an agreement. The City Council's decision will be final.

MANDATORY STANDARDS.

- A. Banners may only be installed on City poles if the City is not otherwise using the poles for its own purposes, including the installation of City banners or other forms of government speech.
- B. The City shall charge a fee for each banner installation (including each banner replacement of a torn, damaged or dirty banner by the City) on City poles (or made by the City) as set by the City Council. The fee shall be paid in advance. As of the date of this Policy the fee is \$15.00 per banner attached.
- C. The City shall approve the size, shape, weight and mounting hardware for each banner or style of banner.
- D. All banners shall be installed and removed by a professional installer, approved in advance by the City. The banner installer shall have an appropriate level of insurance as set by the City.

- E. Dirty, torn, worn, faded and/or distressed banners shall be promptly removed or replaced by the applicant. If the applicant fails to remove or replace distressed banners promptly, the City may remove and discard the banners, at the Applicant's expense.
- F. Permits may be given to the sponsor of the event being promoted or the professional installer as the agent for the sponsor of the event. If the sponsor is the Applicant, the sponsor must provide the City with a valid contract between the sponsor and the professional installer before any banners are installed. If the Applicant is the installer, the installer shall provide a contract for the sponsorship or other proof of agency to the City.
- G. The Applicant must provide proof of insurance in the limits specified by the City. The City must be a named insured.
- H. Where banners are proposed for NC-maintained roads, the Applicant must provide written proof that NC DOT approves the installation.
- I. Banner permits will be approved periodically. Banner permit applications may be submitted from November 1 through 30 for review and approval in December for the next January 16 through June 30, except for CY 2014. In CY 2014 only, banner permit applications may be submitted until May 1 for proposed installation from May 9 through June 30, 2014. Beginning in May 2014, and in each following year, banner permit applications may be submitted from May 1 through 31 for review and approval in June for July 1 through January 15 of the following year. Permit applications submitted outside of this schedule may be considered at the sole discretion of the City Council.
- J. Banner permit applications will be considered in the order in which completed applications are received. The first application meeting all of the requirements of this policy shall receive a permit.
- K. All approvals of banners shall be in the form of a written, binding agreement in the form attached between the City the Applicant/Sponsor and (as needed) the banner installer. Such written agreement may contain additional and more specific terms, conditions or considerations other than those addressed in this policy.
- L. All sponsors/ applicants and installers shall be current on all City taxes and fees.

Adopted this the 11th day of November, 2010. Amended the 13th day of February, 2014.

**PROCEDURE FOR LICENSE TO ENCROACH
UPON A PUBLIC UTILITY EASEMENT AND/OR RIGHT OF WAY**

- A. An application for a License to encroach upon a Public Utility Easement must be made pursuant to the procedure described below in order to have your request reviewed by the City Manager. Your application must comply with the instructions outlined herein before consideration by the City Manager.
1. Application required
Attached to this information sheet is an application for encroachment upon a public utility easement. A separate application must be submitted for each location (specifying the street(s)) and date(s)) that applicant seeks to display.
 2. Limitations
Only decorative signs or banners that promote or celebrate the City, its neighborhoods, civic institutions, or public activities or events in the City may be displayed upon City utility and/or illumination poles through this application.
 3. Submission deadline
For consideration by the City Manager, banner permit applications may be submitted from November 1 through 30 for review and approval in December for the next January 16 through June 30, except for CY 2014. In CY 2014 only, banner permit applications may be submitted until May 1 for proposed installation from May 9 through June 30, 2014. Beginning in May 2014, and in each following year, banner permit applications may be submitted from May 1 through 31 for review and approval in June for July 1 through January 15 of the following year. Applications submitted outside of this schedule may be considered at the sole discretion of the City Council.
 4. Exhibits
 - a. Exhibit No. 1 - You must attach to the application and label as Exhibit 1, high-resolution photograph image(s) of each banner you seek to display pursuant to this application.
 - b. Exhibit No. 2 - You must attach to the application and label as Exhibit 2, a liability insurance certificate with the City of Concord, a North Carolina municipal corporation, designated as the named insured in the amount of \$1,000,000.00.
 - c. Exhibit No. 3 - You must attach to the application and label as Exhibit 3, a valid contract between the event sponsor and a professional installer.
 - d. Exhibit No. 4 - If you wish to display banner(s) on Bruton Smith Boulevard, you must attach to this application and label as Exhibit 4, written approval from the NCDOT District Engineer as to the wording of the proposed display banners.
- B. Please reference the "City of Concord Policy: Private Banners on Public Utility and Illumination Poles" for further information. Questions concerning completion of this Application should be addressed to the City Manager's Office.

Case No. _____
Date Received: _____
Received by: _____

APPLICATION FOR LICENSE TO ENCROACH UPON A PUBLIC UTILITY EASEMENT AND/OR RIGHT OF WAY

Minimum Submission Requirements:

- Complete Application. Please add additional pages if needed to complete your application.
- Exhibit 1 (high-resolution photo of proposed banner)
- Exhibit 2 (proof of insurance)
- Exhibit 3 (contract between event sponsor/organization and professional installer)
- Exhibit 4 (written approval of NCDOT district engineer) if applicable

APPLICANT'S INFORMATION (Primary contact for the project):

Name Conder Flag company, Inc/ Ernest C Creech E-mail: ecreech@conderflags.com

[/ ecreech@conderflags.com](mailto:ecreech@conderflags.com)

Street Address 4705 Dwight Evans Rd City Charlotte
State NC Zip 28217

Phone Number 704-529-1976 Fax Number 704-529-5237

REQUESTED LOCATION OF PUBLIC UTILITY EASEMENT BEING ENCROACHED UPON (please check location):

Concord Mills Blvd. (between Derita Road and I-85)

Bruton Smith Blvd (between I-85 and US 29)

US 29 Concord Parkway (between Mecklenburg County and the Rocky River) (the "Exit 49" Area)

Spring St. SW from Corban to Cabarrus Ave. W.

Cabarrus Ave W. from Spring Street to Cabarrus Ave E. at MacEachern Blvd SE

MacEachern Blvd SE to Corban Ave SE

Corban Ave SE to Corban Ave SW at Spring Street

Church St. S. from Killarney Ave NE to Corban Ave SE

All of Barbrick Ave. SW

All of Means St. SE (the "Downtown Area')

DATES FOR DISPLAY: September 24- October 14th, 2021

Charlotte Speedway/ Bank of America Roval 400 Oct 10th, 2021 Race Day

Banners will be 1- DESIGN AS SHOWN FOR Bank of America Roval 400 WEEKEND

DESCRIPTION OF BANNER (including the dimensions, shape weight, mounting hardware, and style of each banner):

30" x 72" double sided

DESCRIPTION OF PURPOSE OF BANNER OR EVENT PROMOTED BY BANNER:

To promote the Bank of America Roval 400 Race and other Race events during that week

DESCRIPTION OF ORGANIZATION PROMOTING EVENT (including contact information):

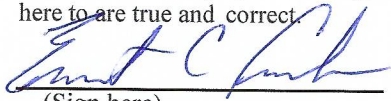
Charlotte Motor Speedway/ David MacDonald/ market

PROFESSIONAL INSTALLER THAT WILL INSTALL BANNER(S) (including contact information):

Conder Flags/ same men used as always.

The applicant certifies that the event sponsor and professional installer are current on all City taxes and fees.

The applicant has prepared this application and certifies that the facts stated therein and exhibits attached here to are true and correct.



(Sign here)_

Ernest C Creech
Applicant (Print)

Date: August 25, 2021

Return to: City Attorney / City of Concord, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

LICENSE TO ATTACH BANNERS
TO CITY OF CONCORD PROPERTY

This AGREEMENT, entered into this _24TH day of August, 2021, between the City of Concord, a North Carolina municipal corporation ("City), and Conder Flag Company, Inc ("Applicant").

WITNESSETH:

WHEREAS, Applicant desires to encroach upon certain City public utility and/or illumination pole(s); and

WHEREAS, City's paramount interest in the operation of its utilities is to provide safe and abundant water, electricity and efficient collection and removal of waste water and storm water to the citizen's, visitors and businesses in Concord in accordance with all federal, state and City regulations. Concord's secondary interests are to maintain its utilities infrastructure in an esthetic manner and to promote the identity and image of the City by, for example, placing government-owned, or other banners on the electric poles for the purpose of promoting the City of Concord, North Carolina;

WHEREAS, a portion of the City's economic future is dependent upon increasing tourism and recognition of the City of Concord's name, along with the development of downtown Concord, as a recognized sporting destination; and

WHEREAS, Applicant seeks to encroach upon the City's public utility and/or illumination pole by placing a decorative banner upon the same which promotes or celebrates the City, its neighborhoods, civic institutions, or public activities; and

WHEREAS, Applicant has completed and submitted an Application for License to Encroach upon Public Utility Easement which is attached and incorporated herein by reference; and

WHEREAS, Applicant certifies that the information provided in said Application is true and correct; and

WHEREAS, the City has reviewed said application and found that it complies with the City Policy for Placement of Private Banners on Public Utility and Illumination Poles and other applicable City policies and procedures; and

WHEREAS, the City enters this Agreement based upon the Applicant's representations in the attached Application.

NOW, THEREFORE, IT IS AGREED THAT:

1) City hereby grants the Applicant the privilege to display the banner(s) described in the attached Application on the City's utility poles located as specified in the attached Application. The banner(s) shall be

limited to the size, weight, depiction, substance, dimensions, and overall style depicted in the attached Application.

- 2) Applicant may install its banners no earlier than September 24th, 2021 and must remove the banners no later than Oct. 10, 2021

Applicant will pay to the City \$15.00 (FIFTEEN DOLLARS AND NO CENTS) per banner described in the attached Application at least 5 business days after execution of this Agreement and before installation of the described banner(s). There will be no refunds for banners described in the attached Application but not displayed by Applicant.

- 3) The installation, operation, and maintenance of the described banners will be accomplished in accordance with the Code of the City of Concord, applicable standards and specifications of the NCDOT Construction and Maintenance Operations Supplement, the policies, regulations, standards, and specifications of the NCDOT, the rules and regulations of OSHA, and such revisions and amendments thereto as may be in effect at the date of this agreement (hereinafter "regulations"). Information as to these regulations may be obtained from the City Transportation Director or the NCDOT Division Engineer.

- 4) Applicant, its assignees, successors in interest, and related parties agree to install and maintain the encroaching banners in such safe and proper condition that they will not interfere with or endanger electrical operations or travel upon streets or sidewalks, nor obstruct nor interfere with the proper maintenance. Applicant agrees to reimburse the City for all costs incurred for any repairs or maintenance to the City's electrical infrastructure, roadways, sidewalks, structures and utilities due to the installation and existence of the banners of Applicants. If at any time the City shall require the removal of or changes in the location of the said banners, the said Applicant binds itself, its successors and assigns, and related parties to promptly remove or alter the banners without cost to the City in order to conform to the said request.

- 5) Applicant shall provide during installation of the banner(s) and during any subsequent maintenance, proper signs, signal lights, flagmen and other warning devices for the protection of traffic and pedestrians in conformance with the latest *Manual on Uniform Traffic Control Devices for Streets and Highways* and Amendments or Supplements thereto.

- 6) Applicant shall indemnify and save harmless the City from all damages and claims for damage that may arise by reason of the installation and maintenance of these banners, including but not limited to personal injury and death.

- 7) Applicant shall restore all areas disturbed during installation, maintenance, and removal of the banner(s) to the satisfaction of the City Manager or his designee.

- 8) If Applicant fails to comply with the terms of this agreement including but not limited to failure to display banner(s) as described in the attached Application, the City reserves the right to stop all installation of the banner(s) until the installation has been brought into compliance or removed from the right-of-way at no cost to the City.

- 9) Applicant shall provide 48-hour notice to the City's Electric Services Department and/or other affected City department prior to installation, maintenance, or removal of any banner(s). Applicant is solely responsible for arranging and coordinating the installation, maintenance, and removal with the City and other agencies as needed.

10) If the Applicant misrepresents or falsifies information in the attached Application, the City may immediately rescind this Agreement. If Applicant fails to display banner(s) in the form, manner, and location described in the attached Application, the City may immediately rescind this Agreement.

11) The terms of this Agreement shall run until revoked by the City Council. Any banner(s) remaining on City property after the dates approved under paragraph 2, shall be removed by the City at the Applicant's expense. If this agreement is rescinded or revoked for any reason, Applicant shall immediately remove any banner(s) displayed under this Agreement at its own expense.


12) The terms of this License are inclusive. Topics not specified, permissions not explicitly granted may not be assumed, implied or interfered and are hereby expressly denied.

13) Attachments. Additional Exhibits may be used to further define this Agreement when the Applicant and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with sequential numbers, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. *The following attachments* are made a part of this contract and incorporated herein by reference:

- (a) Exhibit 1 – High-resolution photo of proposed banner(s);
- (b) Exhibit 2 – Proof of Insurance;
- (c) Exhibit 3 – Contract between event sponsor/organization and professional installer;
- (d) Exhibit 4 - Written approval of NCDOT district engineer, if applicable.

IN WITNESS WHEREOF, each party to this Agreement has caused the same to be executed as of the day and year first above written.

Conder Flag Company, Inc, APPLICANT

BY 
Printed Name: Ernest C Creech -
Title: President

DATE: August 26th, 2021

CITY OF CONCORD

BY: _____
, City Manager

DATE: _____

ATTEST BY:

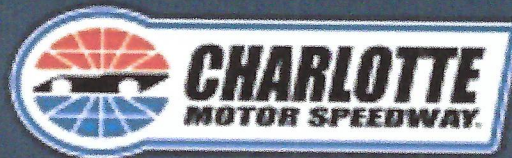
, City Clerk

EXHIBIT 1

HIGH-RESOLUTION
PHOTO OF PROPOSED
BANNER

BANK OF AMERICA 
ROYAL 400

OCT 10



AMERICA'S HOME  RACING™

EXHIBIT 2

PROOF OF INSURANCE

ON FILE *yearly*

EXHIBIT 3

CONTRACT BETWEEN EVENT
SPONSOR/ORGANIZATION
AND PROFESSIONAL
INSTALLER

EXHIBIT 4

WRITTEN APPROVAL OF
NCDOT DISTRICT ENGINEER,
IF APPLICABLE

BANK OF AMERICA 
ROYAL 400

OCT 10



AMERICA'S HOME  RACING™



MEMORADUM

DATE: Tuesday, August 03, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Olde Homestead Subdivision PH 1 MP 2
 PROJECT NUMBER: 2020-064
 DEVELOPER: Niblock Homes, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-41
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, September 09, 2021
 ONE-YEAR WARRANTY DATE: Thursday, September 08, 2022

Water Infrastructure	Quantity
8-inch in LF	2527.00
8-inch Valves	6
Hydrants	3

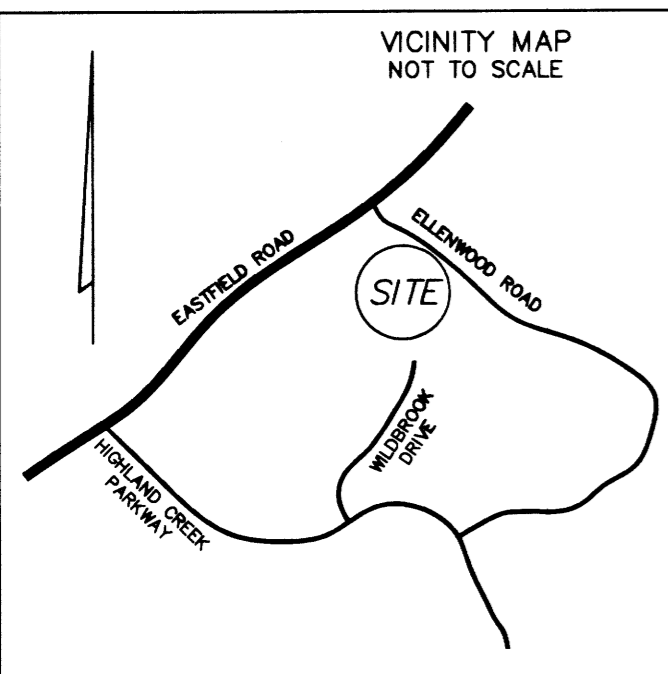
Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2071.31
Manholes as EA	17



MEMORADUM

DATE: Friday, August 20, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Lantana Subdivision Phase 1, 2 and 3
 PROJECT NUMBER: 2017-025
 DEVELOPER: EHC Homes, LP
 COUNCIL ACCEPTANCE DATE: Thursday, September 9, 2021
 ONE-YEAR WARRANTY DATE: Thursday, September 8, 2022

Street	Length in LF	ROW in FT	Plat
Wild Lantana LN NW	329.00	60.00	PH 1
Cherry Tree LN SW	130.00	50.00	PH 1
Juniper Berry LN NW	885.00	50.00	PH 2 MP 1
Cherry Tree LN SW	192.00	50.00	PH 2 MP 1
Cherry Tree LN NW	540.00	50.00	PH 3 MP 1
Juniper Berry LN NW	427.00	50.00	PH 4
Wildbrook Drive	1040.00	50.00	PH 4
Total	3543.00		



1. THE DEVELOPER WILL BE RESPONSIBLE FOR INSTALLATION OF ALL PROPOSED IMPROVEMENTS AS SHOWN ON THIS PLAN.
2. COMMON OPEN SPACE AREAS SHALL BE MAINTAINED RESPECTIVELY BY THE HOME OWNER'S ASSOCIATION (HOA) OR THE COMMERCIAL OWNER'S ASSOCIATION (COA).
3. SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, APPURTENANCES OF RECORD, HOWEVER RECORDED AND/OR IMPLIED.
5. AREAS CALCULATED BY COORDINATED GEOMETRY.
6. SUBJECT PARCEL TAX ID# (CABARRUS COUNTY): 46706432750000, 46705496170000 & 46705510400000.
7. CURRENT ZONING: RV(CITY OF CONCORD)/R3(CITY OF CHARLOTTE).
8. TOTAL ACREAGE THIS PLAT: 1.892 Acres
AREA OF LOTS: 1.289 Acres
R/W AREA TO BE DEDICATED: 0.593 Acres
9. LOTS CREATED THIS PLAT: 6
10. SUBJECT DEED REFERENCE: DEED BK 11231, PG 67
11. HANDICAPPED RAMPS ON ALL SIDEWALKS AT STREET CORNERS.
12. NORTH ARROW REFERENCE TIED TO NC GRID (NAD '83).
13. DASHED LINES INDICATE LINES NOT SURVEYED.
14. PIPE SYSTEMS AND OPEN CHANNELS WITHIN STORM DRAINAGE EASEMENTS ARE THE MAINTENANCE RESPONSIBILITY OF THE PROPERTY OWNERS.

15. CITY OF CONCORD WATER AND SEWER IS AVAILABLE TO THE PROPERTY
16. SANITARY SEWER UTILITY EASEMENTS AND ACCESS ROADS SHOWN ON THIS PLAT SHALL HAVE A GRADE LESS THAN 8% AND A SIDE SLOPE LESS THAN 2%. THE SANITARY SEWER UTILITY EASEMENTS AND ACCESS ROADS SHALL HAVE FREE AND CLEAR ACCESS FOR CITY OF CONCORD PERSONNEL.
17. NO DEMOLITION LANDFILL OR DEVELOPMENTAL STUMP HOLES WERE DESIGNED OR OBSERVED ON THE SUBJECT TRACT.
18. #5 REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
19. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
20. PROPERTY LIES IN THE LOWER CLARKE STREAM WATERSHED.
21. UTILITY CONNECTION FEES TO BE COLLECTED AT TIME OF ISSUANCE OF ZONING CLEARANCE PERMIT.

REVIEW OFFICER CERTIFICATION
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I, Kim J. Dearick REVIEW OFFICER OF
CABARRUS COUNTY CERTIFY THAT THE MAP OR PLAT TO
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.
Kim J. Dearick (POG) 07/14/2017
REVIEW OFFICER DATE

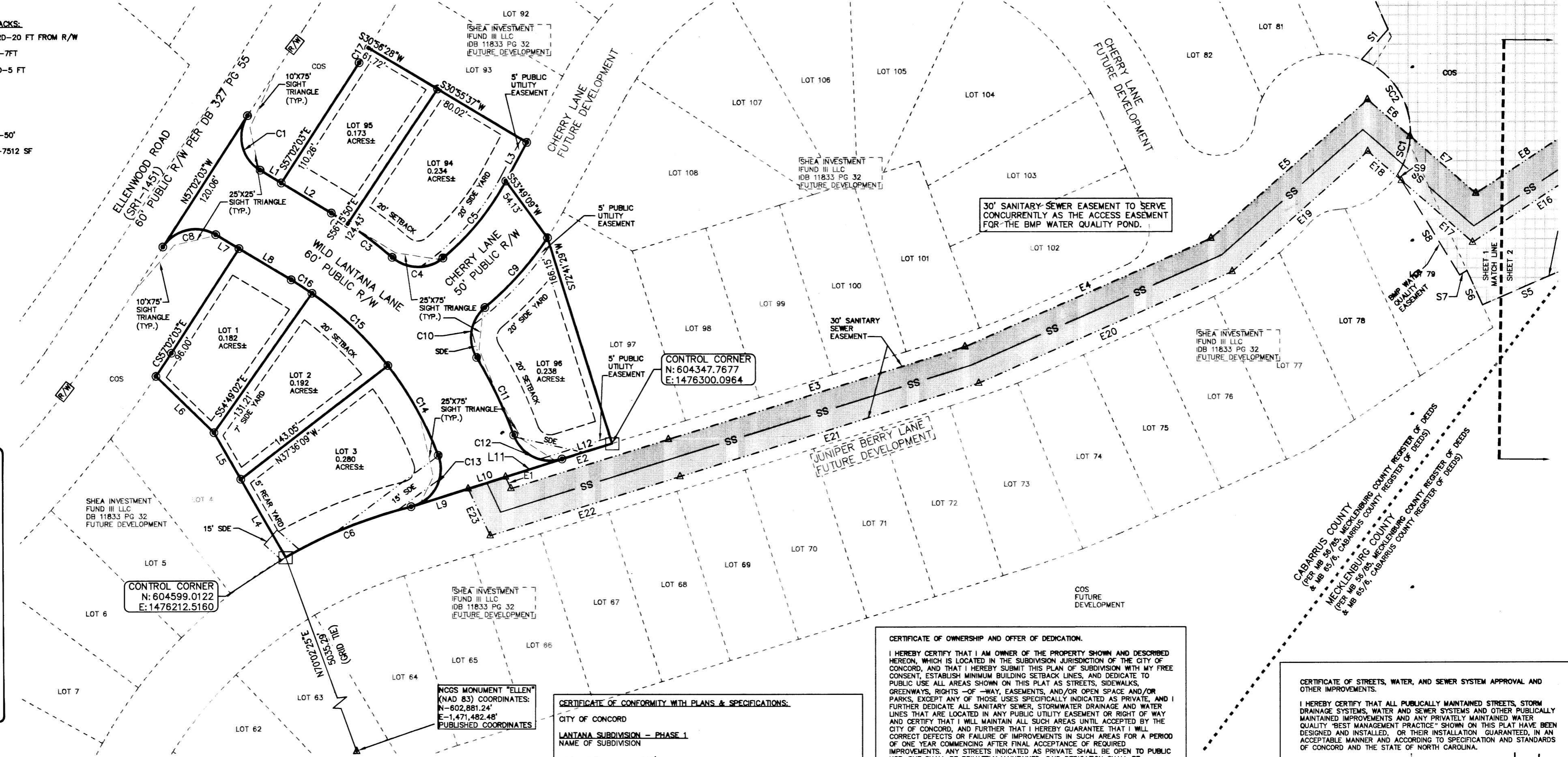
Sam A. McKinron
A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY
THAT Shea Investment Fund III LLC PERSONALLY APPEARED BEFORE ME THIS
DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL, THIS 1ST DAY OF July, 2017.
MY COMMISSION EXPIRES: October 3, 2020

CERTIFICATE OF FINAL PLAT APPROVAL
I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD
CODE OF ORDINANCES. THIS FINAL PLAT FOR THE LANTANA SUBDIVISION, PHASE 1
WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR
WITH THE CONCUERRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING
ON July 13, 2018.
Kim J. Dearick 7/13/17
DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE
OFFERS OF DEDICATION SHOWN ON THIS PLAT BY
RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD
ON July 13, 2018.
Kim J. Dearick 7/13/17
DATE CITY CLERK

BUILDING SETBACKS:
MIN. FRONT YARD-20 FT FROM R/W
MIN. SIDE YARD-7FT
MIN. REAR YARD-5 FT

LOTS
MIN. LOT WIDTH-50'
MIN. LOT AREA-7512 SF



FILED Jul 14, 2017 09:40 am
BOOK 00074
PAGE 0003 THRU 0003
INSTRUMENT # 17932
EXCISE TAX \$0.00

FILED
CABARRUS
COUNTY NC
WANNIE NIXON
REGISTER
OF DEEDS

CONTROL CORNER
N: 604599.0122
E: 1476212.5160

CONTROL CORNER
N: 604347.7677
E: 1476300.0964

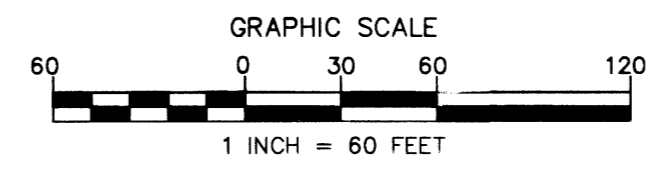
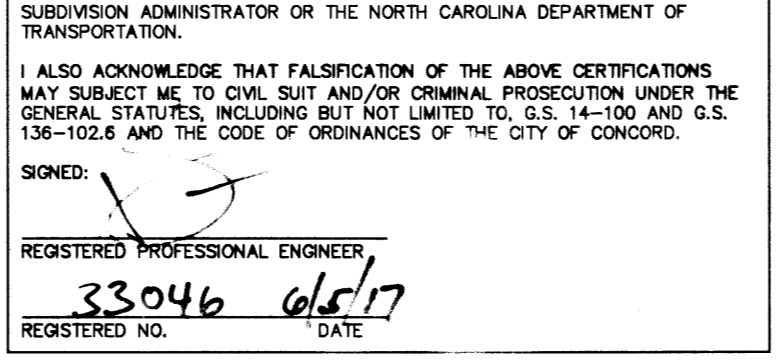
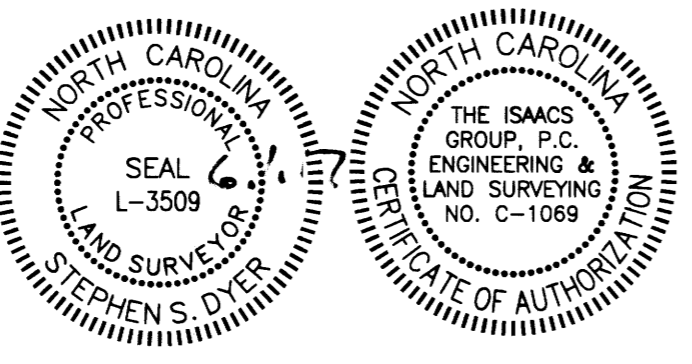
NOTE: PLAT NOT VALID WITHOUT BOTH SHEETS
SEE SHEET 2 FOR LINE/CURVE TABLES

CERTIFICATE OF CONFORMITY WITH PLANS & SPECIFICATIONS.
CITY OF CONCORD
LANTANA SUBDIVISION - PHASE 1
NAME OF SUBDIVISION
WILD LANTANA LN - 329'
NAME OF STREET - LINEAR FOOTAGE
CHERRY LANE - 130'
NAME OF STREET - LINEAR FOOTAGE
SHEA INVESTMENT FUND III, LLC
NAME OF SUBDIVIDER
I HEREBY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, THAT ALL STREET,
STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS
SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE
AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND
MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE
PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD
SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION.
I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS
MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE
GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S.
136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.
SIGNED: Stephen S. Dyer
REGISTERED PROFESSIONAL ENGINEER
33046 6/5/17
REGISTERED NO. DATE

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION.
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED
HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF
CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE
CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO
PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS,
GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR
PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I
FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER
LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY
AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE
CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL
CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD
OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED
IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC
USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE
IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE,
WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF
CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY
AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS
SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.
OWNER: Shea Investment Fund III LLC DATE: 07/17
OWNER: _____ DATE: _____

CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND
OTHER IMPROVEMENTS.
I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM
DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY
MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER
QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN
DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN
ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS
OF CONCORD AND THE STATE OF NORTH CAROLINA.
Michael S. Dyer 6/5/17
DIRECTOR OF ENGINEERING DATE

FLOOD CERTIFICATION
THIS IS TO CERTIFY THAT THE PROPERTY SHOWN ON THIS PLAT IS NOT LOCATED IN A
SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL
EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, COMMUNITY
PANEL NUMBER 3710467000K, DATED MARCH 2, 2009.
I, STEPHEN S. DYER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY
SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY
SUPERVISION, DEED DESCRIPTION RECORDED IN BOOK 11231 PAGE
67; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND
DEPARTURES IS 1:10000+; THAT THE BOUNDARIES NOT SURVEYED ARE
SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK
11231 PAGE 67; THAT THIS PLAT CREATES A SUBDIVISION OF PARCELS
OF LAND THE IS LOCATED IN A JURISDICTION THAT REGULATES PARCELS
OF LAND; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH
GS: 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS
DAY OF July, 2017.
Stephen S. Dyer
STEPHEN S. DYER, PLS L-3509



REVISION
02/08/17 REV-1 ADD CALLS TO BMP ESMT PER CONCORD
06/01/17 REVISED PER CONCORD RED LINE COMMENTS

FINAL PLAT
LANTANA PHASE 1
CITY OF CONCORD TOWNSHIP #1
CABARRUS COUNTY, NORTH CAROLINA

OWNER: SHEA INVESTMENT FUND III LLC.

File #: 16095RW-PHASE1 Date: 06-01-2017 Project P.L.S.: SSD

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND LAND SURVEYING

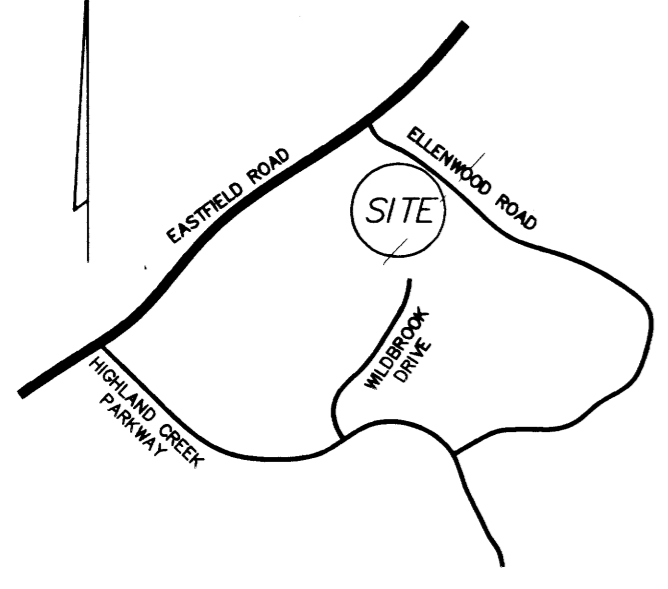
Surveyed By: NA
Drawn By: LJW/DEC
Scale: 1"=60'

8720 RED OAK BLVD. SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

SHEET 1 OF 2

25049

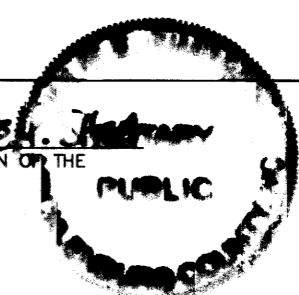
VICINITY MAP NOT TO SCALE



CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION. I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON...

REVIEW OFFICER CERTIFICATION. STATE OF NORTH CAROLINA COUNTY OF CABARRUS. REVIEW OFFICER OF CABARRUS COUNTY CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

NOTARY PUBLIC FOR SAID COUNTY AND STATE. DO HEREBY CERTIFY THAT PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.



CERTIFICATE OF CONFORMITY WITH PLANS & SPECIFICATIONS. CITY OF CONCORD. LANTANA SUBDIVISION - PHASE 1. NAME OF SUBDIVISION: JUNIPER BERRY LN - 885'.

BUILDING SETBACKS: MIN. FRONT YARD-20 FT FROM R/W. MIN. SIDE YARD-7FT. MIN. REAR YARD-5 FT.

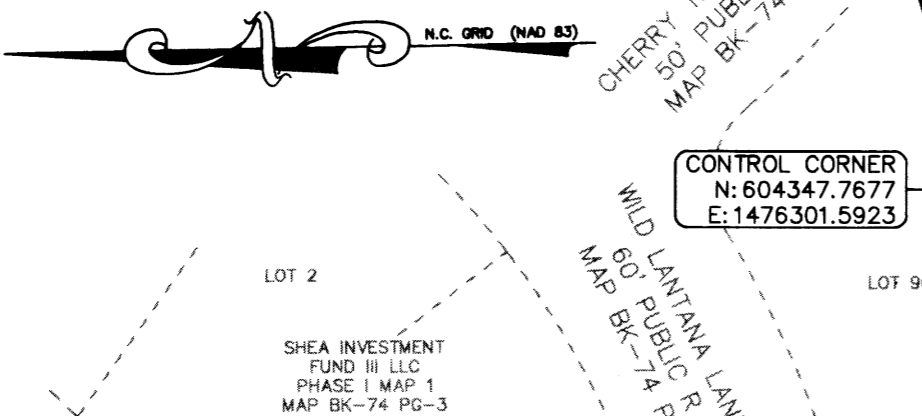
CERTIFICATE OF FINAL PLAT APPROVAL. I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE LANTANA SUBDIVISION, PHASE 2, MAP 1 WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION...

LEGEND: CONC. MONUMENT/CONTROL CORNER, R/W RIGHT OF WAY, POINT COMPUTED, MONUMENTATION FOUND, #5 REBAR SET, TOTAL, SAN. SEWER EASEMENT, PUBLIC DRAINAGE EASEMENT (SDE), PRIVATE DRAINAGE EASEMENT (PSDE).

LOTS: MIN. LOT WIDTH-50'. MIN. LOT AREA-7512 SF.

CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS. I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS...

Line Table with columns: Line #, Length, Direction. Lists 24 line segments with their respective lengths and bearings.



CONTROL CORNER N: 604599.0122 E: 1476212.5160

CONTROL CORNER N: 604347.7677 E: 1476301.5923

NGS MONUMENT 'ELLEN' (NAD 83) COORDINATES: N-602,881.24' E-1,471,482.48' PUBLISHED COORDINATES

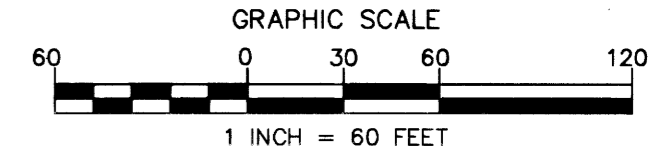
PURPOSE STATEMENT: THE PURPOSE OF THIS PLAT IS TO CREATE 26 LOTS AND DEDICATE RIGHT-OF-WAY.

- NOTES: 1. THE DEVELOPER WILL BE RESPONSIBLE FOR INSTALLATION OF ALL PROPOSED IMPROVEMENTS AS SHOWN ON THIS PLAN. 2. COMMON OPEN SPACE AREAS SHALL BE MAINTAINED RESPECTIVELY BY THE HOME OWNER'S ASSOCIATION (HOA) OR THE COMMERCIAL OWNER'S ASSOCIATION (COA).

- 15. CITY OF CONCORD WATER AND SEWER IS AVAILABLE TO THE PROPERTY. 16. SANITARY SEWER UTILITY EASEMENTS AND ACCESS ROADS SHOWN ON THIS PLAT SHALL HAVE A GRADE LESS THAN 8% AND A SIDE SLOPE LESS THAN 2%.

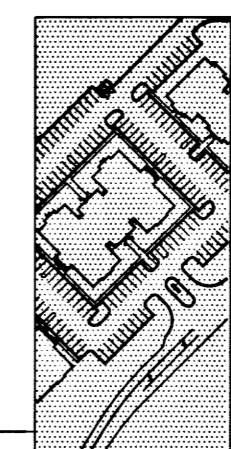
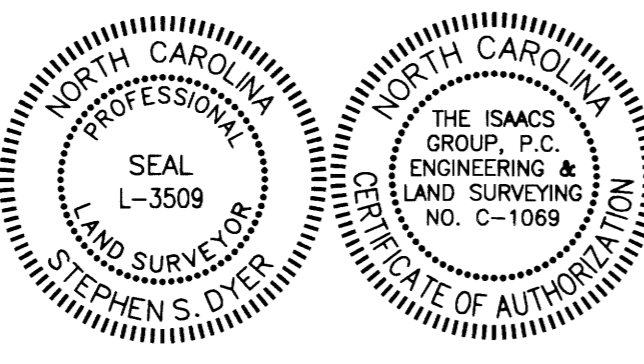
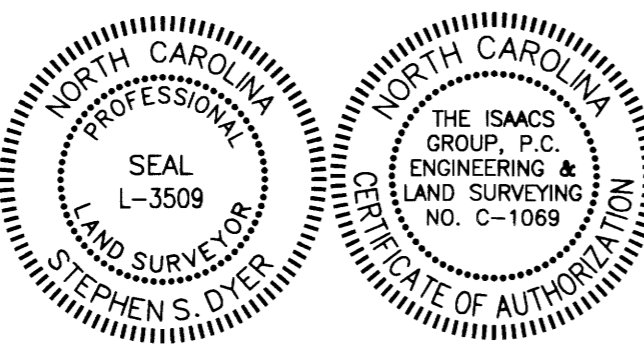
Curve Table with columns: Curve #, Length, Radius, CHORD, BEARING, DELTA. Lists curves C16 through C25.

Curve Table with columns: Curve #, Length, Radius, CHORD, BEARING, DELTA. Lists curves C1 through C15.



FLOOD CERTIFICATION: THIS IS TO CERTIFY THAT THE PROPERTY SHOWN ON THIS PLAT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY...

I, STEPHEN S. DYER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK 11231 PAGE 67; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 11231 PAGE 67; THAT THIS PLAT CREATES A SUBDIVISION OF PARCELS OF LAND THE IS LOCATED IN A JURISDICTION THAT REGULATES PARCELS OF LAND; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS:47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.



FINAL PLAT LANTANA PHASE 2, MAP 1

CITY OF CONCORD TOWNSHIP #1 CABARRUS COUNTY, NORTH CAROLINA. OWNER: SHEA INVESTMENT FUND III, LLC.

File #: 16095-RM-PH2 Date: 8-25-17 Project P.L.S.: SSD. Surveyed By: NA. Drawn By: SSD. Scale: 1"=60'

7820 RED OAK BLVD. SUITE 420 CHARLOTTE, N.C. 28217. PHONE (704) 527-3440 FAX (704) 527-8335. SHEET 1 OF 1

STEPHEN S. DYER, PLS L-3509

REVISION table with columns: Revision #, Description. Lists four revisions made by SSD.

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this 26th day of August, 2021, by Niblock-Richardson Development II, LLC, a North Carolina limited liability company, whose principal address is 759 Concord Parkway N., Suite 20, Concord, NC 28027 (hereinafter “Grantor”), 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”).

W I T N E S S E T H:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____.

WHEREAS, Grantor 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: 3039 and 3047 Eva Drive, Concord, NC, Cabarrus County Property Identification Number (PIN): 5610-49-8967. It being the land conveyed to Grantor by deed recorded in Book and Page 14570/333 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires 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 include (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure”

or "SCM"), (ii) Grantor's dedication of a non-exclusive access easement to the City as prescribed in a Restriction and Easement Agreement pertaining to property recorded in Book 2532 at Page 246 in the Cabarrus County Registry, and as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; 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 "SCM Maintenance & Access Esm't to Serve Cumberland Subdivision (Sheet 1 of 2)" and labeled "SCM Maintenance Easement 77,668 sf 1.783 AC"** for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as "SCM Easement"). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM 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 SCM as shown on the attached **Exhibit "A" titled "SCM Maintenance & Access Esm't to Serve Cumberland Subdivision (Sheet 1 of 2)" and labeled "Access Easement 3376.28 sf 0.078 AC" and "SCM Access Esm't to Serve Cumberland Subdivision (Sheet 2 of 2)" and labeled "Proposed Alveston Drive & SCM Access Easement Proposed Variable Public R/W" "Proposed Fulworth Drive & SCM Access Easement Proposed 50' R/W and "Access Easement 73105.10sf 1.678 AC"**, 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 SCM, 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 Wet Detention Basin Inspection and Maintenance Plan attached as **Exhibit "B"** 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. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantors as described in “**Exhibit B**”, the Wet Detention Basin Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM 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 Grantor on the written schedule provided to Grantors in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCM and all components and structures related to the SCM 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.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor is financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor 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. Grantor and any subsequent transferee of Grantor 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 Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor is released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CCDO, the Concord Manual or approved Inspection and

Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

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 SCM, their appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor 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. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owner 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. Grantor agrees:

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 Measure (SCM), 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 Grantor 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 Measure (SCM), Access Easement and Maintenance Agreement dated August 26, 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 Grantor 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 Grantor 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 ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS 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.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

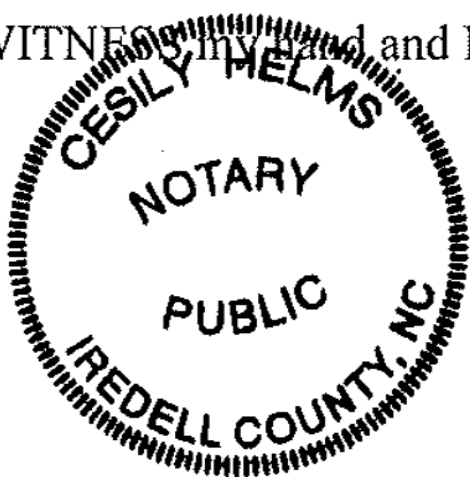
Niblock-Richardson Development II, LLC, a North Carolina limited liability company

By: [Signature]
Name: William F Niblock
Title: Manager

STATE OF North Carolina
COUNTY OF Iredell Co

I, Cecily Helms, a Notary Public of the aforesaid County and State, do hereby certify that William Niblock personally appeared before me this day and acknowledged that he/she is the Manager/Member of Niblock-Richardson Development II, LLC, a North Carolina limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESSED my hand and Notarial Seal this the 26 day of August, 2021



[Signature]

Notary Public
My commission expires: _____

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**

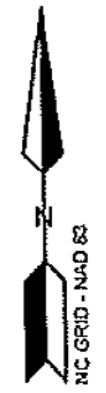
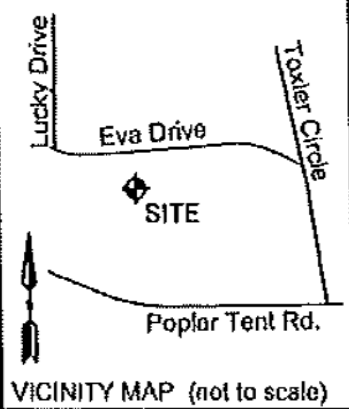
I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), 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: _____

Exhibit A

SCM MAINTENANCE AND ACCESS EASEMENT

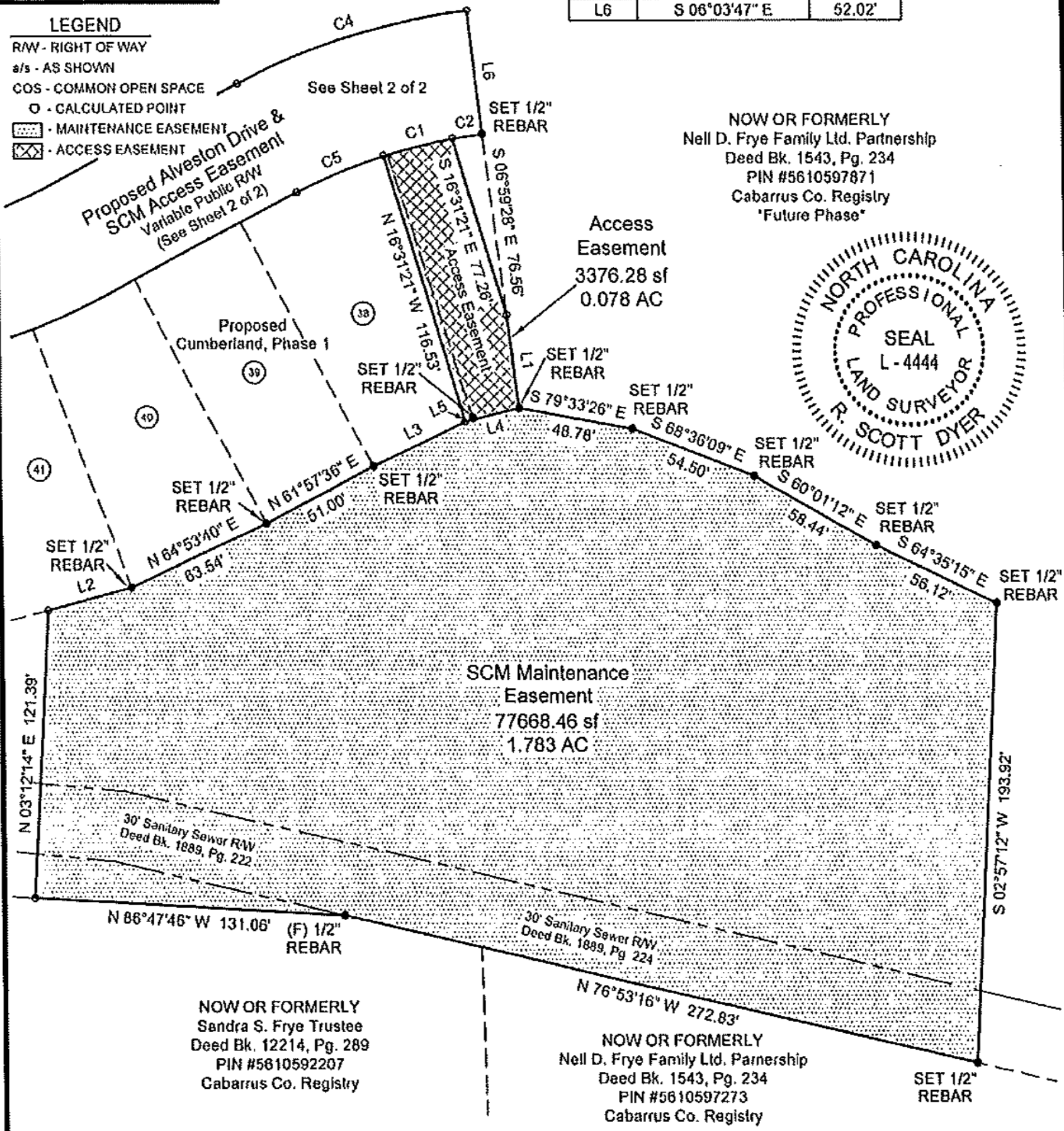


Line	Bearing	Distance
L1	S 06°59'28" E	39.44'
L2	N 74°50'22" E	36.78'
L3	N 64°08'25" E	43.29'
L4	N 75°39'10" E	23.49'
L5	N 64°08'25" E	3.57'
L6	S 06°03'47" E	52.02'

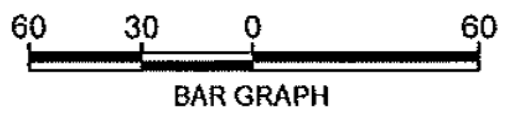
Tie Line

LEGEND

- R/W - RIGHT OF WAY
- a/s - AS SHOWN
- COS - COMMON OPEN SPACE
- - CALCULATED POINT
- [Hatched Box] - MAINTENANCE EASEMENT
- [Cross-hatched Box] - ACCESS EASEMENT



Curve	Radius	Arc	Chord	Chord Bearing
C1	224.00	30.05	30.03	N 75°53'30" E
C2	224.00	12.78	12.78	N 81°22'18" E



NOTES:
 * Deed Reference - Deed Bk. 14570, Pg. 321 Niblock-Richardson II, LLC Dated October 9, 2020 Recorded in Cabarrus Co Registry
 * Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (detailed description recorded in Book 14570, page 321 etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 28th day of July, A.D., 2021.

R. Scott Dyer
 R. Scott Dyer, PLS #4440

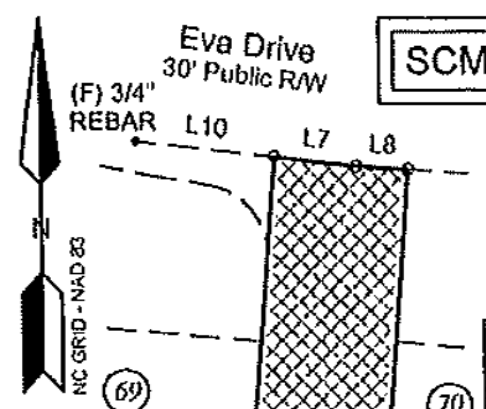
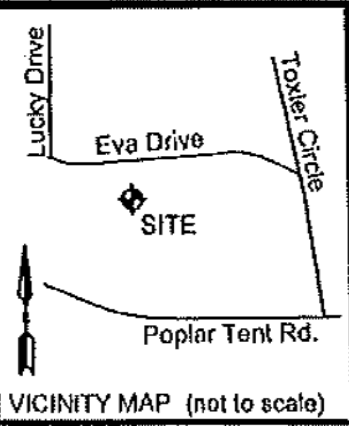


NORSTAR LAND SURVEYING, INC
 552-B Newell Street NW
 Concord, NC 28025
 Ph 704 721 6651
 Fax 704 721 6653
 Firm Lic. # C-2294

Survey of: **SCM Maintenance & Access Esm'l**
 To Serve
 Cumberland Subdivision
 City of Concord Cabarrus County, NC

DRAWN BY: S. Kimrey NLS NO.: 20168
 DATE: June 11, 2021 SCALE: 1" = 60'

SCM ACCESS EASEMENT

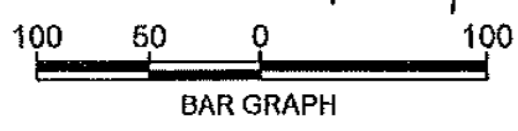
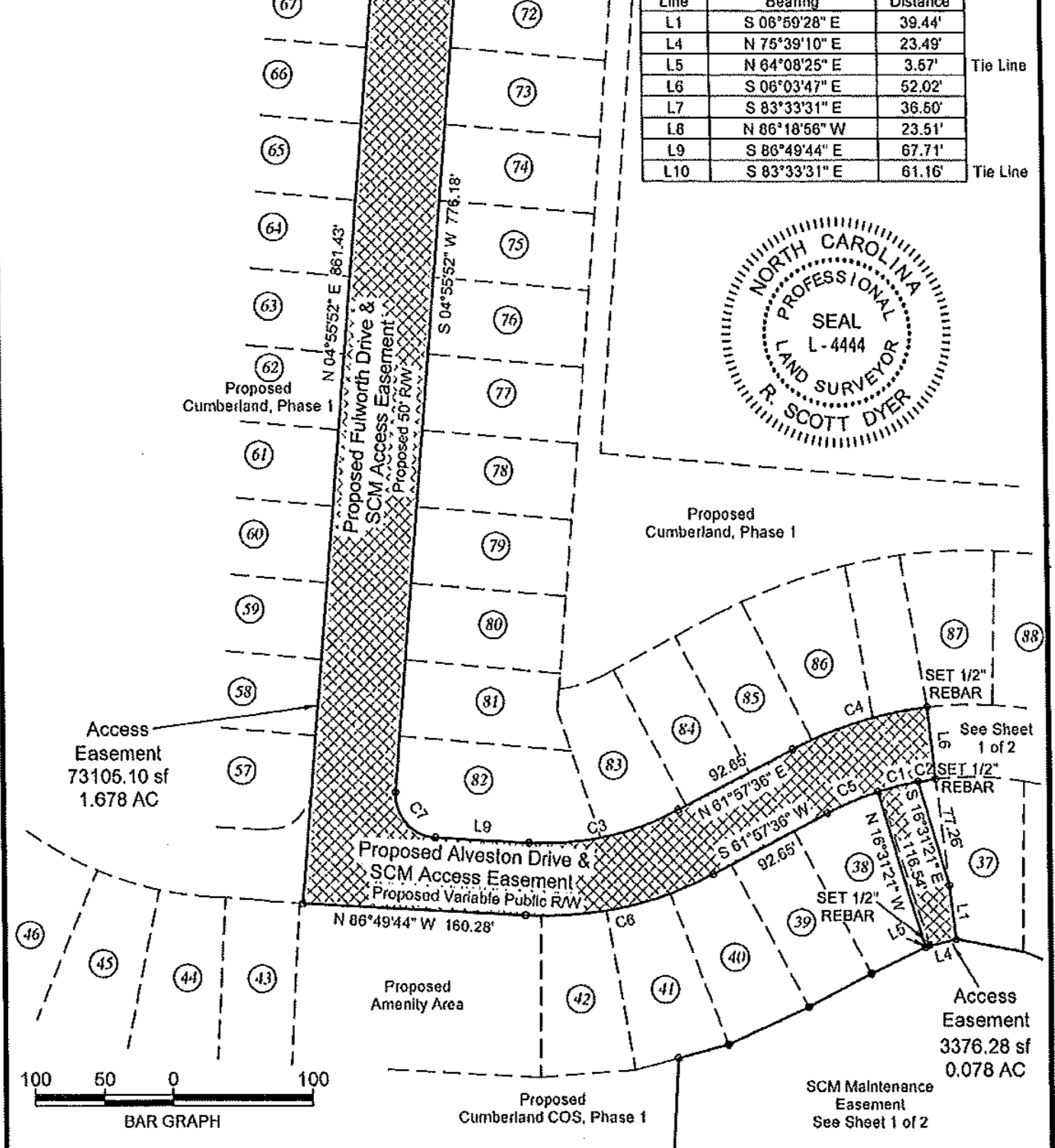


NOTES:
 * Deed Reference - Deed Bk. 14570, Pg. 321 Nblock-Richardson II, LLC
 Dated October 9, 2020 Recorded in Cabarrus Co. Registry
 * Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.

Curve	Radius	Arc	Chord	Chord Bearing
C1	224.00	30.05	30.03	N 75°53'30" E
C2	224.00	12.78	12.78	N 81°22'18" E
C3	204.00	111.13	109.76	N 77°33'56" E
C4	276.00	102.24	101.65	N 72°34'19" E
C5	224.00	39.44	39.39	S 67°00'16" W
C6	256.00	139.45	137.73	S 77°33'56" W
C7	30.00	48.05	43.07	S 40°56'56" E

Line	Bearing	Distance
L1	S 06°59'28" E	39.44'
L4	N 75°39'10" E	23.49'
L5	N 64°08'25" E	3.57'
L6	S 06°03'47" E	52.02'
L7	S 83°33'31" E	36.50'
L8	N 86°18'56" W	23.51'
L9	S 86°49'44" E	67.71'
L10	S 83°33'31" E	61.16'

LEGEND
 R/W - RIGHT OF WAY
 a/s - AS SHOWN
 COS - COMMON OPEN SPACE
 O - CALCULATED POINT
 - ACCESS EASEMENT



I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14570, page 321, etc.), that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000, and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600). Witness my original signature, registration number and seal this 28th day of July, A.D., 2021.

R. Scott Dyer
 R. Scott Dyer, PLS #4444



NORSTAR LAND SURVEYING, INC.
 552-B Newell Street NW
 Concord, NC 28026
 Ph 704 721 6651
 Fax 704 721 6653
 Firm Lic. # C-2294

DRAWN BY: S. Kimrey NLS NO.: 20168
 DATE: June 11, 2021 SCALE: 1" = 60'

Survey of: Sheet 2 of 2
SCM Access Easement
 To Serve
 Cumberland Subdivision
 City of Concord Cabarrus County, NC

Exhibit B
Cumberland - SCM # 1



Wet 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 wet detention basin system is defined as the wet detention basin, 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:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must 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 wet 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.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	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.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	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 pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	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.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	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.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

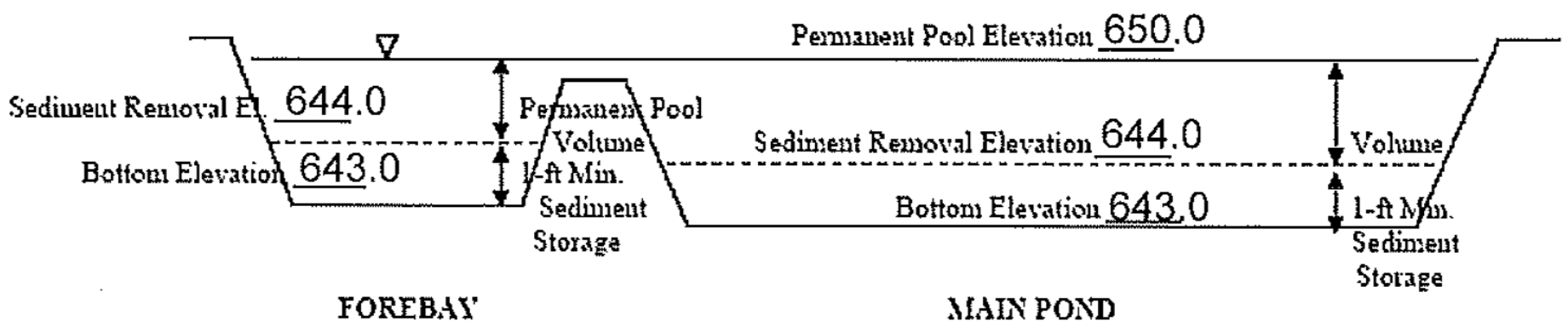
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

Elevations used are approved design or equivalent as-built elevations.(Indicate which is being indicated in this document.)

When the permanent pool depth reads 6.00 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 6.00 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM
(fill in the blanks)



Consent of Lienholder

PINNACLE BANK, a Tennessee banking corporation ("Lienholder"), hereby consents to the grant of the foregoing Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement by Niblock-Richardson Development II, LLC, a North Carolina limited liability company, filed in Deed Book _____, at Page _____, and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Deed of Trust and Security Agreement, and any amendments thereto, recorded in Book 14571, Page 1, Cabarrus County Registry 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.

IN TESTIMONY WHEREOF, said Lienholder has caused this Consent of Lienholder to be signed its name by its duly authorized officer, this the 9 day of August 2021.

PINNACLE BANK,
a Tennessee banking corporation, successor by merger to
Bank of North Carolina

By: [Signature]

Name: Thad Downs

Title: Sr. Vice President

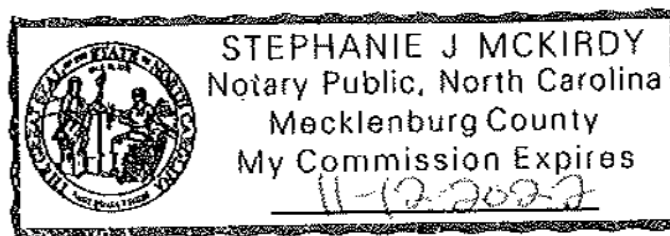
NORTH CAROLINA
COUNTY OF mecklenburg

I, Stephanie J Mckirdy, a Notary Public in and for said State of North Carolina and County of mecklenburg, do hereby certify that Thad Downs personally appeared before me this day and acknowledged that he is the Sr. Vice President of Pinnacle Bank, a Tennessee banking corporation, and that he as Sr. Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 9 day of August, 2021.

Stephanie J. Mckirdy
Notary Public

My Commission Expires: 11-12-2022



AN ORDINANCE TO AMEND FY 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10th day of June, 2021, adopt a City budget for the fiscal year beginning July 1, 2021 and ending on June 30, 2022, 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	
100-4501330	Transfer from American Rescue Plan Fund	0	24,000	24,000
Total				24,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5992000	Contingency	443,839	467,839	24,000
Total				24,000

Reason: To appropriate funds being transferred back to the General Fund from the American Rescue Plan Fund to reimburse for the FY21 Wellness Center contract cost increase due to the pandemic. Since funds were spent in prior year, the amount will go into the Contingency account in FY22.

Adopted this 9th day of September, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
American Rescue Plan Fund**

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 amended:

SECTION 1. The project authorized is various projects funded by the American Rescue Plan Funds.

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 completion of the projects:

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>

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>
3300-5811082	Future Projects	15,555,872	14,807,872	(748,000)
3300-5832000	Collections Area Renov	0	20,000	20,000
3300-5833000	Kiosk/Drop Box Renov	0	100,000	100,000
3300-5834000	AV Upgrades	0	110,000	110,000
3300-5835000	Wellness Cntr COVID Incr	0	72,000	72,000
3300-5836000	UV Lighting	0	79,000	79,000
3300-5837000	PD HVAC Auto Contrl Upgr	0	243,000	243,000
3300-5838000	Salvation Army	0	100,000	100,000
3300-5983000	Transfer to General Fund	0	24,000	24,000
Total				\$0

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 project 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 adoption, copies of this capital projects ordinance 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 9th day of September, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Revolving Fund 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 adopted/amended:

SECTION 1. The project authorized is Affordable Housing.

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 completion of the projects:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
370-4350400				
370-4350400	Rental Income	\$4,340	\$4,800	\$460
370-4361000				
370-4361000	Investment Earnings	\$0	\$2,150	<u>\$2,150</u>
				<u>\$2,610</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3700-5475000				
3700-5475000	Affordable Housing Construction	\$1,282,574	\$1,285,184	\$2,610
				<u>\$2,610</u>

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 project 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 adoption, copies of this capital projects ordinance 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, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day September, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

GRANT 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 grant project ordinance is hereby amended:

SECTION 1. The project authorized and amended are the projects included in the CDBG 2019 and 2020 Grant

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 completion of the projects:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
310-4355000				
310-4355000	Program Income	\$99,483	\$104,658	\$5,175
Total				\$5,175

SECTION 4. The following amounts are appropriated for the project

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3114-5480012				
3114-5480012	Match/PI Exp	\$2,000	\$7,175	\$5,175
3112-5470064				
3112-5470064	Opportunity House	\$4,000	\$1,563	(\$2,437)
3112-5483018				
3112-5483018	El Puente Hispano	\$7,000	\$6,753	(\$247)
3112-5483200				
3112-5483200	Clearwater Artist Studio	\$242,898	\$245,582	\$2,684
Total				\$5,175

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 project 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 adoption, copies of this grant projects ordinance 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 9th day of September, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

GRANT 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 grant project ordinance is hereby amended:

SECTION 1. The project authorized and amended are the projects included in the HOME 2019 and 2020 Grants.

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 completion of the projects:

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
320-4355000				
320-4355000	Home Program Income	\$812,180	\$957,861	\$145,681
320-4361000				
320-4361000	Investment Earnings	\$0	\$8,145	\$8,145
320-4501100				
320-4501100	Transfer from Gen Fund	\$220,134	\$220,534	\$400
Total				<u>\$154,226</u>

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>
3210-5480012				
3210-5480012	Match/PI Exp	\$123,634	\$268,526	\$144,892
3212-5480012				
3212-5480012	Match/PI Exp	\$131,006	\$140,340	\$9,334
Total				<u>\$154,226</u>

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 project 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 adoption, copies of this grant projects ordinance 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 9th day of September, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

PARKS & CAPITAL RESERVE FUND ORDINANCE
AMENDED

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues & expenditures are anticipated to be available to the City of Concord for this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$688,490	\$698,490	\$10,000
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$2,077,192	\$2,067,192	\$(10,000)

SECTION 4. 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 capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund 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 9th day of September, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-HHH Mills at Rocky River

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 adopted/amended:

SECTION 1. The projects authorized are the projects included for the HHH-Mills at Rocky River Greenway.

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 completion of the projects:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
420-4501280				
420-4501280	Transfer from P&R Reserve	\$911,346	\$921,346	\$10,000
				<u>\$10,000</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811096				
8300-5811096	HHH-Mills at Rocky River	\$319,785	\$329,785	\$10,000
	Total			<u>\$10,000</u>

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 project 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 adoption, copies of this capital projects ordinance 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, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day September, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

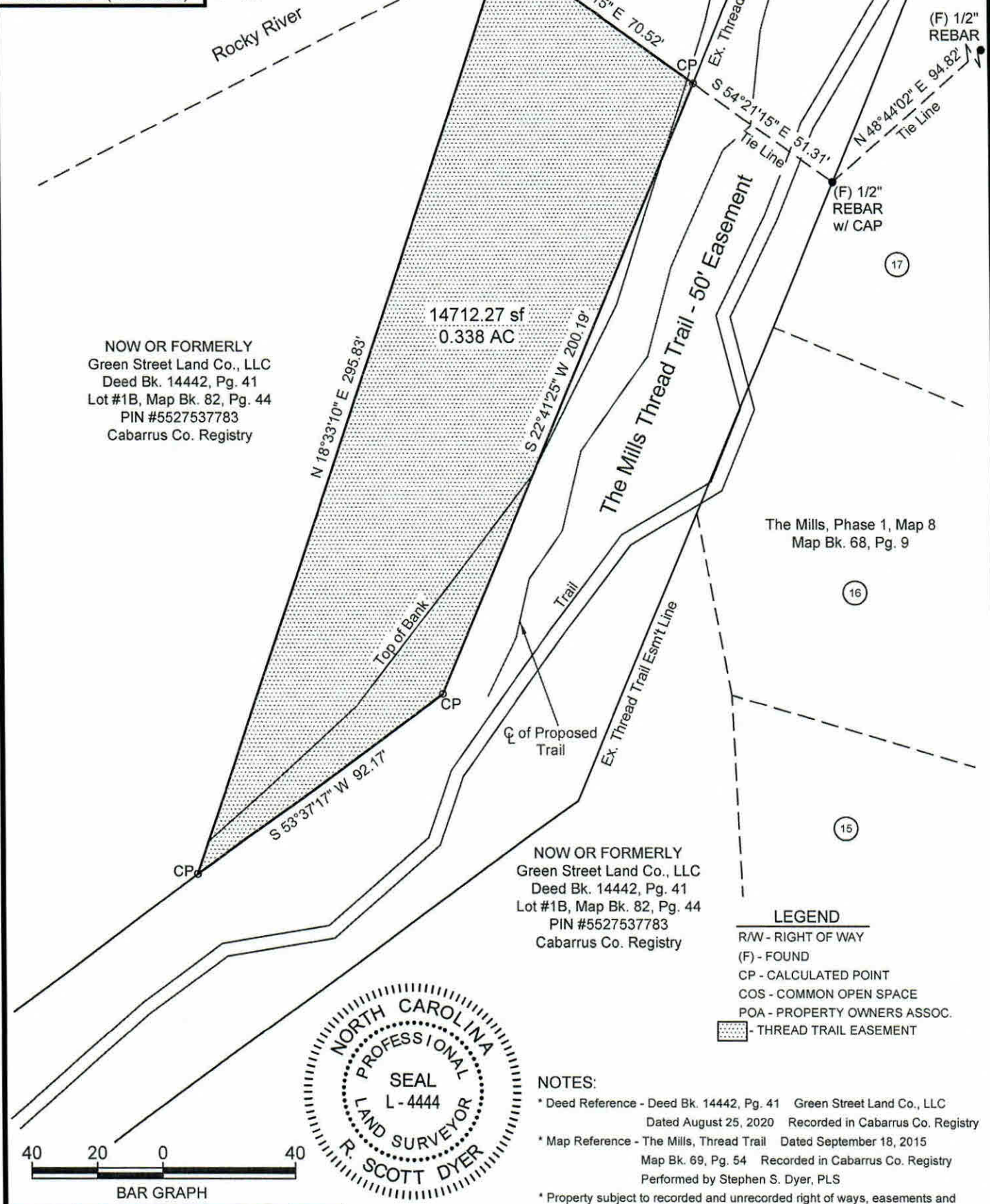
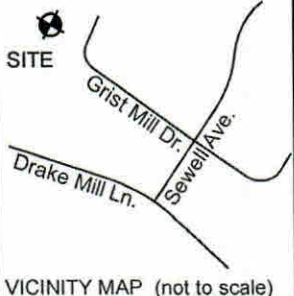
Easement #10

Beginning at a calculated point, said point being located on the western easement line of the Mills Thread Trail (50' Easement), said point being located N 54°21'15" W 51.31 feet from an existing ½" rebar with a cap, thence with the western easement line of the Mills Thread Trail (50' Easement) the following two (2) calls: (1) S 22°41'25" W 200.19 feet to a calculated point; (2) S 53°37'17" W 92.17 feet to a calculated point, said point being a common corner with now or formerly Green Street Land Co., LLC (Deed Bk. 14442, Pg. 41); thence with the property of Green Street Land Co., LLC (Deed Bk. 14442, Pg. 41), N 18°33'10" E 295.83 feet to a calculated point, said point being located on the eastern side of Rocky River and being a common corner with now or formerly the Mills at Rocky River POA, Inc. (Deed Bk. 13360, Pg. 122); thence with the property of now or formerly the Mills at Rocky River POA, Inc. (Deed ZBk. 13360, Pg. 122), S 54°21'15" E 70.52 feet to the POINT AND PLACE OF BEGINNING and containing 0.338 AC.br

Easement #11

Beginning at a calculated point, said point being located on the southern easement line of the Mills Thread Trail (50' Easement), said point being located S 54°53'45" E 128.35 feet from the common corner with now or formerly Cabarrus Propco, LLC (Deed Bk. 13939, Pg. 319), thence with the southern easement line of the Mills Thread Trail (50' Easement) the following two (2) calls: (1) S 54°53'45" E 14.16 feet to a calculated point; (2) S 66°26'31" E 51.39 feet to a calculated point; thence through the property of now or formerly Green Street Land Co., LLC (Deed Bk. 14442, Pg. 41) the following three (3) calls: (1) S 40°32'15" W 24.77 feet to a calculated point; (2) N 62°29'01" W 37.17 feet to a calculated point; (3) N 17°36'11" W 31.82 feet to the POINT AND PLACE OF BEGINNING and containing 0.026 AC.

EXHIBIT MAP #10



NOW OR FORMERLY
Green Street Land Co., LLC
Deed Bk. 14442, Pg. 41
Lot #1B, Map Bk. 82, Pg. 44
PIN #5527537783
Cabarrus Co. Registry

NOW OR FORMERLY
The Mills at Rocky River
Property Owners Assn, Inc.
Deed Bk. 13360, Pg. 122
COS, Map Bk. 79, Pg. 67
PIN #5527658154
Cabarrus Co. Registry

NOW OR FORMERLY
Green Street Land Co., LLC
Deed Bk. 14442, Pg. 41
Lot #1B, Map Bk. 82, Pg. 44
PIN #5527537783
Cabarrus Co. Registry

The Mills, Phase 1, Map 8
Map Bk. 68, Pg. 9

- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - CP - CALCULATED POINT
 - COS - COMMON OPEN SPACE
 - POA - PROPERTY OWNERS ASSOC.
 - [Shaded Area] - THREAD TRAIL EASEMENT

- NOTES:**
- * Deed Reference - Deed Bk. 14442, Pg. 41 Green Street Land Co., LLC
Dated August 25, 2020 Recorded in Cabarrus Co. Registry
 - * Map Reference - The Mills, Thread Trail Dated September 18, 2015
Map Bk. 69, Pg. 54 Recorded in Cabarrus Co. Registry
Performed by Stephen S. Dyer, PLS
 - * Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.



5/18/21	Revise Property Owner Name	SHK
---------	----------------------------	-----

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 13651, page 142, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 4th day of August, A.D., 2020.

R. Scott Dyer
R. Scott Dyer, PLS #4444

DRAWN BY: S. Kimrey	NLS NO.: 19215
DATE: August 3, 2020	SCALE: 1" = 40'

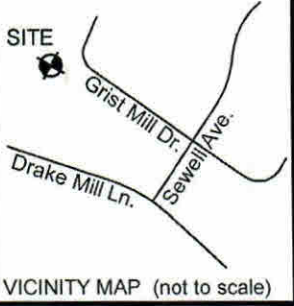


NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Easement Plat
To Serve
The Mills, Thread Trail
City of Concord Cabarrus County, NC

EXHIBIT MAP #11

Area In Easement
1127.72 sf
0.026 AC



Line	Bearing	Distance
L1	S 54°53'45" E	14.16'
L2	S 40°32'15" W	24.77'

Rocky River

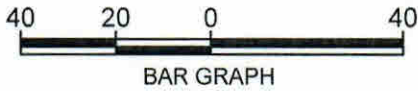
NOW OR FORMERLY
Green Street Land Co., LLC
Deed Bk. 14442, Pg. 41
Lot #1B, Map Bk. 82, Pg. 44
PIN #5527537783
Cabarrus Co. Registry

NOW OR FORMERLY
Cabarrus Propco, LLC
Deed Bk. 13939, Pg. 319
Lot #1A, Map Bk. 82, Pg. 44
PIN #5527531807
Cabarrus Co. Registry

NOW OR FORMERLY
Green Street Land Co., LLC
Deed Bk. 14442, Pg. 41
Lot #1B, Map Bk. 82, Pg. 44
PIN #5527537783
Cabarrus Co. Registry



- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - CP - CALCULATED POINT
 - COS - COMMON OPEN SPACE
 - POA - PROPERTY OWNERS ASSOC.
 - [Hatched Box] - THREAD TRAIL EASEMENT



NOTES:

- * Deed Reference - Deed Bk. 13651, Pg. 142 Willmatt, LLC
Dated August 9, 2019 Recorded in Cabarrus Co. Registry
- * Map Reference - The Mills, Thread Trail Dated September 18, 2015
Map Bk. 69, Pg. 54 Recorded in Cabarrus Co. Registry
Performed by Stephen S. Dyer, PLS
- * Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.

5/18/21	Revise Property Owner Name	SHK
---------	----------------------------	-----

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 13651, page 142, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1800). Witness my original signature, registration number and seal this 4th day of August, A.D., 2020.

R. Scott Dyer
R. Scott Dyer, PLS #4444

DRAWN BY: S. Kimrey	NLS NO.: 19215
DATE: August 4, 2020	SCALE: 1" = 40'



NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Easement Plat
To Serve
The Mills, Thread Trail
City of Concord Cabarrus County, NC

7.10 Credit Union

The Municipal Thrift Club Credit Union is a member owned, not-for-profit cooperative financial institution formed in 1970, under a state charter, to permit the City of Concord employees to pool their savings, lend funds to one another and own an organization where they save, borrow and obtain other financial services. The Credit Union has direct deposit capabilities to make contributions to share savings and/or make loan payments. Dividends are posted to accounts on a quarterly basis. For more information, contact your immediate supervisor or the Credit Union.

Tax Report for Fiscal Year 2021-2022

FINAL REPORT

July

Property Tax Receipts- Munis

2021 BUDGET YEAR	698,177.55
2020	79,740.21
2019	24,721.73
2018	4,439.65
2017	391.24
2016	483.48
2015	243.82
2014	191.52
2013	191.52
2012	191.52
Prior Years	814.02
Interest	9,582.24
Refunds	
	<u>819,168.50</u>

Vehicle Tax Receipts- County

2021 BUDGET YEAR	491,251.67
2020	
2019	
2018	
2017	
2016	
2015	
Prior Years	37.60
Penalty & Interest	4,873.64
Refunds	
	<u>496,162.91</u>

Fire District Tax - County

2021 BUDGET YEAR	5,027.14
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Less: Collection Fee from County

Net Ad Valorem Collections	<u>1,320,358.55</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	38,035.85
100:Vehicle Tag Fee	154,438.30
292:Vehicle Tag Fee-Transportation Fund	38,040.85
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>230,515.00</u>

Privilege License	
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>-</u>

Oakwood Cemetery current	2,375.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	2,625.01
Rutherford Cemetery endowment	799.99
West Concord Cemetery current	2,075.00
West Concord Cemetery endowment	900.00
Total Cemetery Collections	<u>8,775.00</u>

Total Collections	<u>\$ 1,559,648.55</u>
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Current Year	
Original Scroll	
Levy	64,498,478.85
Penalty	45,988.30
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	20,706.21
Discovery Penalty	
Total Amount Invoiced - Monthly	<u>64,565,173.36</u>
Total Amount Invoiced - YTD	64,565,173.36

Current Year	
Less Abatements (Releases)	
Real	1,342.25
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>1,342.25</u>

Adjusted Amount Invoiced - monthly	64,563,831.11
Adjusted Amount Invoiced - YTD	64,563,831.11

Current Levy Collected	698,177.55
Levy Collected from previous years	111,408.71
Penalties & Interest Collected	9,582.24
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>819,168.50</u>
Total Collected - YTD	819,168.50

Total Collected - net current levy -YTD 698,177.55

Percentage of Collected -current levy 1.08%

Amount Uncollected - current year levy 63,865,653.56

Percentage of Uncollected - current levy 98.92%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of July 2021

RELEASES		
CITY OF CONCORD	\$	1,342.25
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	211.73
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	27,816	27,816	0.0048	133.52	80.11	
2017	0	27,782	27,782	0.0048	133.35	66.68	
2018	0	34,963	34,963	0.0048	167.82	67.13	
2019	0	73,590	73,590	0.0048	353.23	105.97	
2020	0	523,455	523,455	0.0048	2,512.58	502.51	
2021	9,000	3,617,188	3,626,188	0.0048	17,405.70	1,052.43	
Total	9,000	4,304,794	4,313,794		\$ 20,706.21	\$ 1,874.83	
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	
2021	0	0	0	0.0023	0.00	0.00	
Total	0	0	0		\$ -	\$ -	

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 7/31/2021

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP TOYOTA MOTOR CREDIT 0 8/9/2021	89233GV94	5,000,000.00	4,993,648.61	8/9/2021	0.170	1.37	N/A	99.872972	9
CP MACQUARIE BANK 0 8/17/2021	55607KVH6	5,000,000.00	4,995,525.00	8/17/2021	0.180	1.37	N/A	99.9105	17
CP CREDIT SUISSE 0 9/14/2021	2254EAW69	5,000,000.00	4,997,666.67	9/14/2021	0.140	1.37	N/A	99.953333	45
CP BCI MIAMI 0 9/20/2021	05990CWL4	5,000,000.00	4,993,611.10	9/20/2021	0.230	1.37	N/A	99.872222	51
CP SALVATION ARMY 0 10/14/2021	79584RXE3	5,000,000.00	4,993,875.00	10/14/2021	0.180	1.37	N/A	99.8775	75
CP JP MORGAN 0 10/18/2021	46640PXJ7	5,000,000.00	4,994,900.00	10/18/2021	0.170	1.37	N/A	99.898	79
CP NATIXIS NY 0 11/1/2021	63873JY12	5,000,000.00	4,995,038.90	11/1/2021	0.190	1.37	N/A	99.900778	93
CP BANCO SANTADER 0 11/19/2021	05970RYK5	5,000,000.00	4,997,723.61	11/19/2021	0.110	1.37	N/A	99.954472	111
CP CHESHAM 0 11/23/2021	16536HYP0	5,000,000.00	4,996,125.00	11/23/2021	0.150	1.37	N/A	99.9225	115
CP COLLAT V CO LLC 0 12/22/2021	19424HZN3	5,000,000.00	4,996,966.67	12/22/2021	0.120	1.37	N/A	99.939333	144
CP ING US FUNDING 0 2/14/2022	4497W1BE5	5,000,000.00	4,994,022.22	2/14/2022	0.160	1.37	N/A	99.880444	198
CP CHESHAM 0 2/25/2022	16536JBR7	5,000,000.00	4,996,081.95	2/25/2022	0.130	1.37	N/A	99.921639	209
CP CREDIT SUISSE 0 3/25/2022	2254EBCR0	5,000,000.00	4,993,672.22	3/25/2022	0.170	1.37	N/A	99.873444	237
Sub Total / Average Commercial Paper		65,000,000.00	64,938,856.95		0.162	17.79		99.905942	106
FFCB Bond									
FFCB 0.2 8/19/2022-21	3133EL4H4	5,000,000.00	5,000,000.00	8/19/2022	0.200	1.37	N/A	100	384
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	9/27/2022	1.700	1.37	N/A	100	423
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.37	N/A	99.94	656
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.37	N/A	100	740
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.37	N/A	100	783
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.37	N/A	100	852
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.37	N/A	99.957	902
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.37	N/A	99.8	944
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.37	N/A	100	1,137
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	9/27/2024	1.890	1.37	N/A	100	1,154
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.37	N/A	100	1,360
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.37	N/A	100	1,521
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.37	N/A	100	1,781
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.37	N/A	100	2,068
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.37	N/A	100	2,414
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.37	N/A	100	2,427
FFCB 1.04 1/25/2029-22	3133EMNL1	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.37	N/A	99.725	2,735
FFCB 1.55 3/15/2029-22	3133EMX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.36	N/A	99.2	2,784
Sub Total / Average FFCB Bond		90,000,000.00	89,931,100.00		0.823	24.64		99.923809	1,392
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.37	N/A	100	790
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.37	N/A	99.85	796
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.37	N/A	100	849
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.37	N/A	100	923
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.15	N/A	106.665827	927
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.37	N/A	100	1,003
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.37	N/A	100	1,028
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.37	N/A	100	1,028
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.37	N/A	100	1,042
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.37	N/A	100	1,080
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.37	N/A	100	1,094
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.37	N/A	100	1,123
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.37	N/A	99.98	1,445
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.37	N/A	99.98	1,542
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.764	1.37	N/A	100	1,613
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.37	N/A	100	1,643
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.37	N/A	99.9	1,662
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.37	N/A	100	1,683

FHLB 1.02 3/30/2026-21	3130ALSX3	5,000,000.00	5,000,000.00	3/30/2026	1.020	1.37	N/A	100	1,703
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.37	N/A	100	1,733
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.37	N/A	99.725	2,208
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.37	N/A	100	3,015
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.660	28.91		100.008318	1,379
FHLMC Bond									
FHLMC 0.19 11/16/2022-21	3134GXAX2	5,000,000.00	5,000,000.00	11/16/2022	0.190	1.37	N/A	100	473
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	4/20/2023	0.341	0.35	N/A	100.100871	628
FHLMC 2.75 6/19/2023	3137EAE5	1,225,000.00	1,317,965.25	6/19/2023	0.244	0.36	N/A	107.589	688
FHLMC 0.25 6/26/2023	3137EAE54	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.88	N/A	99.986726	695
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.58	N/A	100.039854	769
FHLMC 0.3 9/28/2023-21	3134GWTL0	5,000,000.00	5,003,190.00	9/28/2023	0.273	1.37	N/A	100.0638	789
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.37	N/A	100	866
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.37	N/A	100	1,809
Sub Total / Average FHLMC Bond		27,855,000.00	27,952,868.14		0.354	7.66		100.375392	904
FNMA Bond									
FNMA 1.875 4/5/2022	3135G0T45	580,000.00	580,853.21	4/5/2022	1.821	0.16	N/A	100.147104	248
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	4/12/2022	1.871	0.27	N/A	101.014	255
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	9/6/2022	1.568	0.08	N/A	99.499	402
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/5/2022	1.511	1.06	N/A	101.379763	431
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	1/19/2023	1.134	0.52	N/A	103.531596	537
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.37	N/A	100	747
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.35	N/A	107.99	773
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.37	N/A	100	818
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	1.02	N/A	100.076557	849
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.37	N/A	100	881
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.44	N/A	106.058	919
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.27	N/A	104.035	1,067
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.37	N/A	100	1,123
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.37	N/A	99.797	1,234
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.37	N/A	100	1,444
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.37	N/A	100	1,480
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.37	N/A	100	1,486
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.37	N/A	100	1,916
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.37	N/A	100	2,287
Sub Total / Average FNMA Bond		64,785,000.00	65,125,914.62		0.606	17.84		100.550723	1,181
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	50,958.60	50,958.60	N/A	0.010	0.01	N/A	100	1
NCCMT LGIP	NCCMT481	1,217,278.47	1,217,278.47	N/A	0.010	0.33	N/A	100	1
NCCMT LGIP	NCCMT271	102,821.07	102,821.07	N/A	0.010	0.03	N/A	100	1
Sub Total / Average Local Government Investment Pool		1,371,058.14	1,371,058.14		0.010	0.38		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,194,111.24	10,194,111.24	N/A	0.150	2.79	N/A	100	1
Sub Total / Average Money Market		10,194,111.24	10,194,111.24		0.150	2.79		100	1
Total / Average		364,725,169.38	365,040,321.39		0.562	100		100.0939	1,040