



# City Council Agenda

Thursday, July 14, 2022

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  
May 24, June 7, June 9, and June 28, 2022.
- IV. Presentations
- 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 to approve the submission of the FY2022-23 Action Plan for the US Department of Housing and Urban Development's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs. The City of Concord is required to submit an Action Plan to the US Department of Housing and Urban Development (HUD) outlining proposed projects to be accomplished using the allocated funding. The Action Plan includes CDBG and HOME activities planned for the City of Concord, as well as HOME activities for the members of the HOME consortium. Concord is the lead entity responsible for reporting for the Consortium. The City's FY22-23 total CDBG program budget is \$665,654, which includes the CDBG allocation of \$663,654 and \$2,000 in estimated program income. The FY22-23 HOME Consortium allocation is \$1,454,997. Concord is projected to generate \$131,006 in program income. As a result, the total Consortium budget is projected to be \$1,586,003. The City's proposed allocation of the total HOME program budget will be \$527,194 which includes; the City's allocation of \$298,267 of the project funds, \$97,921 for program administration and lead entity administration, and \$131,006 in estimated program income. The remaining funds will be allocated to other members of the HOME Consortium. Items given in the Action Plan match those in the budget for FY 22-23. A virtual public hearing was held from February 20th - March 28th to receive comments on the proposed 2022/2023 CDBG and HOME program budget/activities. The public hearing notice was advertised in The Independent Tribune on February 20th, 23rd, and 27th along with the link being provided on the City website. Staff received 128 responses and noted those within the plan. When HUD released the final allocation in May, a second comment period was opened June 5th to notify the public of the change in allocation.

**Recommendation:** Motion to approve the submission of the FY2022-23 Action Plan for the US Department of Housing and Urban Development's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs.

**2. Conduct a public hearing and consider adopting a resolution closing the right-of-way of an unopened 10-foot alley running parallel to Hawthorne Street SW.**

The proposal includes the abandonment of the right-of-way for a 10-foot alley that runs behind 29 Hawthorne Street SW. Joseph Maizonet and Marline Maizonet filed the application and Carolina Oil Company of Concord, Inc. owns the land on the other side of the alley. Each property owner will receive half of the portion of the alley being abandoned. The General Statutes require that the City 1) post signs in two (2) places along the right-of-way, 2) send copies of the approved resolution of intent to all neighboring owners after adoption, and 3) advertise in the newspaper once a week for four (4) consecutive weeks. The notice requirements have been met to proceed with the public hearing.

**Recommendation:** Consider adopting a resolution closing the portion of the alley parallel to Hawthorne St. SW.

**3. Conduct a public hearing for case Z(CD)-07-21 and consider adopting an ordinance amending the official zoning map for +/- 54.8519 acres located northeast corner of International Drive and Highway 73, generally addressed as 4208 and 4515 Davidson Hwy from MX-CC2 (Mixed-Use Commercial Center Large) to I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial).**

This case was tabled from the June 9th City Council meeting. The Planning and Zoning Commission heard the above referenced petition at their April 19th, 2022 public hearing and acted to deny the request. In accordance with Concord Development Ordinance section 3.2.4-B, "The Commission may grant final approval of a zoning map amendment by a vote of at least three-fourths (3/4) of the members of the Commission present and not excused from voting. If the approval is by a vote of less than three-fourths, or if the Commission renders a recommendation of denial, the request shall be forwarded to the City Council for hearing at their next available meeting and the City Council shall have the authority to make a final decision on the zoning map amendment." According to the applicant, an office, warehouse, distribution and light industrial business park are the possible uses for the I-1-CD (Light Industrial Conditional District) area of the development and no specific plans have been provided for the C-2 (General Commercial) portion of the site. Please see attached documents for further detail.

**Recommendation:** Consider adopting an ordinance amending the official zoning map from MX-CC2 (Mixed-Use Commercial Center Large) to I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial).

**E. Presentations of Petitions and Requests**

**1. Consider awarding a bid to NC Quality Home Builders, LLC in the amount of \$245,220 to construct a new home at 314 Sycamore Ave. SW.**

The City of Concord continues to focus on affordable housing with a proposed new home at 314 Sycamore Ave. SW. This three-bedroom, two-bath home is 1,080 square feet in size. Quality of materials is always a focus for City new construction. By using solar board roof sheathing, which deflects the radiant heat of the sun, the house will stay cooler in the summer, thus reducing utility costs while prolonging the life of HVAC equipment. In addition, by sealing all the joints to prevent air leakage, the cost to operate the HVAC is reduced. Incorporating a conditioned crawl spaces creates a healthier living environment by reducing drafts, moisture and humidity in the crawlspace which would eventually leach into the main living area. High performance windows have been added along with a passive radon remediation system to prevent future issues for homeowners. Raised heel trusses are used to allow the full amount of attic insulation even over the outer walls. The appliances are all Energy Star rated and typically rate high in consumer reviews in regards to minimal maintenance. Additional wall insulation has been added to further increase the energy efficiency of the home. These components work together to allow the home to be affordable long after the initial purchase. Staff solicited bids from nine contractors. A re-bid was required as

only one bid was initially received. The lowest responsible bid from the re-bid was from NC Quality Home Builders, LLC for \$245,220. Funding for the construction will come from the City's HOME funds.

**Recommendation:** Motion to award a bid to NC Quality Home Builders, LLC in the amount of \$245,220 to construct a new home at 314 Sycamore Ave. SW.

2. **Consider awarding a bid to NC Quality Home Builders, LLC in the amount of \$237,120 to construct a new home at 318 Sycamore Ave. SW.** The City of Concord continues to focus on affordable housing with a proposed new home at 318 Sycamore Ave. SW. This three-bedroom, two and a half-bath concrete slab home is 1,248 square feet in size. Quality of the materials is always a focus for City new construction. By using solar board roof sheathing, which deflects the radiant heat of the sun, the house will stay cooler in the summer, thus reducing utility costs while prolonging the life of HVAC equipment. In addition, by sealing all the joints to prevent air leakage, the cost to operate the HVAC is reduced. High performance windows have been added along with a passive radon remediation system to prevent future issues for homeowners. Raised heel trusses are used to allow the full amount of attic insulation even over the outer walls. The appliances are all Energy Star rated and typically rate high in consumer reviews in regards to minimal maintenance. Additional wall insulation has been added to further increase the energy efficiency of the home. These components work together to allow the home to be affordable long after the initial purchase. Staff solicited bids from nine contractors. A re-bid was required as only one bid was initially received. The lowest responsible bid from the re-bid was from NC Quality Home Builders, LLC for \$237,120. Funding for the construction will come from the City's HOME funds.

**Recommendation:** Motion to award a bid to NC Quality Home Builders, LLC in the amount of \$237,120 to construct a new home at 318 Sycamore Ave. SW.

3. **Consider awarding a bid to Carolina Siteworks, Inc. for site-work and grading at 7437 Ruben Linker Rd. for future construction of Substation V.** Considerable site work and grading is necessary for planned construction of Substation V. This station will be a 6-circuit distribution voltage station serving the Weddington Rd. and Pitts School Rd. areas, along with the future commercial development on the Bonds Family properties. Civil engineering was completed and formal bids were received on June 23, 2022, with three respondents submitting proposals. All bids were evaluated for compliance with the specifications and for relevant project experience. The lowest bidder, Carolina Siteworks, Inc., at \$523,979, was determined to be a responsible and responsive bidder. They recently completed the Delivery 4 project and performed very well there. Upon completion of a contract, the work is expected to take 180 days to complete. Full completion and commissioning of Substation V is scheduled for 2nd quarter of 2024.

**Recommendation:** Make a motion to award a bid for \$523,979 to Carolina Siteworks, Inc. for site-work and grading at 7437 Ruben Linker Rd. for future construction of Substation V.

4. **Consider awarding the total bid for the City of Concord's annual street preservation program to JT Russell & Sons, Inc. and adopt a budget ordinance to appropriate funds from reserve funds.** One of Council's continuing goals is to improve the service levels and delivery of the City's annual street preservation program. Powell Bill receipts and General Fund revenues are being used to fund this work by contracted forces. This contract is to complete streets that were remaining from a prior contract. Formal bids for this work were opened on June 7, 2022 with JT Russell & Sons, Inc. submitting the lowest total bid in the amount of \$1,141,521.98. Work such as patching, leveling, milling, resurfacing, re-striping, re-marking, and re-installation of permanent raised pavement markings work on approximately 5 lane miles of designated streets will be performed. Contract Final Completion date is 120 days from the Notice to Proceed.

**Recommendation:** Motion to award the total bid and authorize the City manager to negotiate and execute a contract with to JT Russell & Sons, Inc. in the amount of \$1,141,521,98 for the City of Concord's annual streets preservation program and adopt a budget ordinance to appropriate funds from reserve funds.

- 5. Consider adopting a resolution to convey a 20' Water Line easement to Cabarrus County.** Cabarrus County has an existing water line easement across City property located on Rubens Road. With the Barn replacement project at Frank Liske Park, the County is having to upsize the water service and a number of conflicts exist along the current easement. Staff has reviewed the proposed new alignment and has no issues.

**Recommendation:** Motion to adopt a resolution to convey a 20' Water Line easement to Cabarrus County contingent on the County abandoning the existing easement.

- 6. Consider accepting a Preliminary Application from Avery Turner.** In accordance with City Code Chapter 62, Avery Turner has submitted a preliminary application to receive water service outside the City limits. The property is located at 1455 Simplicity Road. This parcel is currently vacant and zoned county LDR. The applicant is planning one single family home. 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.

- 7. Consider accepting a Preliminary Application from Teresa Roberts.** In accordance with City Code Chapter 62, Teresa Roberts has submitted a preliminary application to receive water service outside the City limits. The property is located at 9560 Poplar Tent Road. This parcel is currently developed with a single family home and the applicant indicates that the water service is for a storage building that is being renovated into a tiny home. 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.

- 8. Consider accepting a Preliminary Application from Michael Cipriani.** In accordance with City Code Chapter 62, Michael Cipriani has submitted a preliminary application for water service outside the City limits. The property is located at 903 Silver Fox Road. The property is currently zoned LDR and the applicant is proposing a single family home. City sanitary sewer is not available to this parcel.

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

- 9. Consider accepting a Preliminary Application from Flint McDonald.** In accordance with City Code Chapter 62, Flint McDonald has submitted a preliminary application to receive water service outside the City limits. The request is for water service to 5 lots along Archibald Road. The lots are zoned LDR and proposed development would be 5 single family homes. Sewer is available to three of the five lots however the request is for water only.

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

## VII. Consent Agenda

- A. Consider approving a hangar sub lease agreement between Pelican Holdings LLC and Victory Lane Aviation.** Pelican Holdings LLC has requested consent to sub lease their hangar at Concord-Padgett Regional Airport to Victory Lane Aviation as required in the Master Lease between The City of Concord and Pelican Holdings LLC.

**Recommendation:** Motion to approve a hangar sub lease agreement between Pelican Holdings LLC and Victory Lane Aviation.

- B. Consider authorizing the City Manager to sign and execute the one year agreement with Technologies Edge Inc. for professional services.** The current contract with Technologies Edge Inc. expired on June 30, 2022. The proposed contract represents a 3% increase over the contract rate for fiscal year ending June

30, 2022. The proposed contract is for one year and will expire on June 30, 2023. The proposed contract has been attached for your review.

**Recommendation:** Motion to authorize the City Manager to sign and execute the one year agreement with Technologies Edge Inc. for professional services.

**C. Consider accepting a 30-foot greenway easement from Tarleton Place, LLC for the extension of Clarke Creek Greenway within the Granary Oaks neighborhood.**

The Granary Oaks Subdivision, formerly known as Tarleton Place, consists of 55 lots off of Cox Mill Road, and is under development. The final plat for the neighborhood was recorded in July of 2018, where it notes a 30-foot greenway easement “to be conveyed” to the City of Concord. The final plat was recorded in Deed Book 77, Page 71. City staff has reviewed and accepted the location of this greenway alignment, and negotiated the 30-foot greenway easement with the development. This easement will provide approximately 2200' of greenway.

**Recommendation:** Motion to accept a 30-foot greenway easement with Tarleton Place, LLC for the future extension of Clarke Creek Greenway.

**D. Consider authorizing the City Manager to execute three (3) permanent easements with Cabarrus County, at Cox Mill Elementary School, for the future development of Jim Ramseur Park and Clarke Creek Greenway and neighborhood connectivity.**

Jim Ramseur Park will be developed at 1252 Cox Mill Road, directly adjacent to the Cox Mill Elementary School Campus, which also includes Athletic Fields currently under lease by the City of Concord. The first easement request consists of an area approximately 5.42 acres adjacent to and including the existing driveway for additional access to the park, improvements to the driveway, maintenance access for the new park and the fields, and a multi-use path connection for the future greenway. The second easement request is for a sanitary sewer easement in order to connect to the school’s existing lift station to make improvements that will accommodate sewer for the park. The third, will include a 20-foot sidewalk easement along Cox Mill Road in order to install a public sidewalk in the future to assist with connectivity and future greenway access for area neighborhoods. All three easement requests have been approved by the Cabarrus County Board of Education, and the Cabarrus County Board of Commissioners.

**Recommendation:** Motion to authorize the City Manager and City Attorney to execute three (3) permanent easements with Cabarrus County at Cox Mill Elementary School for the future development of Jim Ramseur Park and Clarke Creek Greenway and neighborhood connectivity.

**E. Consider authorizing the City Manager to enter into a contract with the North Carolina Department of Transportation (NCDOT) and execute all agreements and contracts with the NCDOT, Public Transportation Division (PTD), to receive Section 5303 Federal Transit Administration (FTA) funds for Metropolitan Planning for Transit.**

Each year, the City of Concord acts as lead agency for the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (MPO) in an agreement with the North Carolina Department of Transportation (NCDOT) to receive Section 5303 Federal Transit Administration (FTA) funds for Metropolitan Planning for Transit. The purpose of the Section 5303 funds are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies, both public and private; to provide assistance to state and local governments and their instrumentals in financing such systems to be operated by public and private transportation companies as determined by local needs; and various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process. For FY23, the NCDOT has allocated \$195,639 which covers the 80% federal share and the 10% state share. The remaining 10% share of \$19,565 is the local share which is split between the City of Concord and the City of

Kannapolis. The budget was appropriated during the adoption of the FY23 budget ordinance.

**Recommendation:** Motion to authorize the City Manager to enter into a contract with the North Carolina Department of Transportation (NCDOT) and execute all agreements and contracts with the NCDOT, Public Transportation Division (PTD), to receive Section 5303 Federal Transit Administration (FTA) funds for Metropolitan Planning for Transit.

- F. Consider applying for \$10,000 in funding from the Cabarrus Arts Council under the Project Assistance Grant for expanded marketing efforts at ClearWater Arts Center and Studios.** 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, the grant ClearWater would be submitting for, 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 approve the submission of a grant for \$10,000 for funding from the Cabarrus Arts Council under the Project Assistance Grant for expanded marketing efforts at ClearWater Arts Center and Studios.

- G. Consider authorizing the Housing Department to submit an application for the ROSS (Resident Opportunity and Self-Sufficiency) Service Coordinator Program FY2022 grant.** The ROSS (Resident Opportunity and Self-Sufficiency) Service Coordinator Program is designed to assist residents of Public Housing make progress toward economic and housing self-sufficiency by removing the educational, professional and health barriers they face. To achieve self-sufficiency, an individual moves along a continuum towards economic independence and stability, such movement is facilitated by the achievement of individual educational, professional and health-related goals. To help residents progress toward self-sufficiency HUD provides ROSS grant funding to eligible applicants to hire a Service Coordinator who assesses the needs of Public Housing residents and links them to local training and supportive services that will enable participants to move along the self-sufficiency continuum.

**Recommendation:** Motion to authorize the Housing Department to submit an application for the ROSS (Resident Opportunity and Self-Sufficiency) Service Coordinator Program FY2022 grant.

- H. Consider authorizing the City manager to negotiate and enter into an agreement with the Mooresville Housing Authority allowing the Concord Housing Department to administer their project-based vouchers.** Mooresville Housing Authority currently has 106 public housing units and is currently converting to a RAD/Section 18 Small Public Housing Authority Blend Closeout Conversion. Mooresville currently does not have a Housing Choice Voucher Program and they are requesting to partner with Concord Housing Department since we oversee a voucher program. The goal is to prevent any disruption and unease for residents during the transition. Mooresville Housing Authority will continue to perform all landlord duties. The partnering agency will perform: approval of all new admission to ensure they are eligible under the HCV guidelines in accordance with the Admin Plan, annual and interim recertifications and submissions inspections as required by HUD, perform all HQS annual, initial and special inspections as required by HUD, and perform any file audits as the partnering agency deems necessary. The City of Concord Housing Department (partnership agency) will retain 100% of all administrative revenues from HUD which will allow for another staff person to be hired to help assist with the added workload while covering all additional expenses of the partnership.

**Recommendation:** Motion to authorize the City Manager to negotiate and enter into an agreement with the Mooresville Housing Authority to oversee their 106 project base vouchers.

- I. Consider authorizing the Police Department to apply for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation.** The Concord Police Department is requesting to apply for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation. Based on the formula from JAG, Concord is directly allocated \$10,112, a portion of which must be shared with Cabarrus County. The shared amount will be determined at a later time during the application process. Consider approving the police department to apply for this grant.

**Recommendation:** Motion to authorize the Police Department to apply for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation.

- J. Consider authorizing the City Manager to accept \$25,000 from the NC Governor's Highway Safety Program to fund overtime expenses for traffic safety enforcement and to adopt a budget ordinance to appropriate the grant funds.** The Police Department received official notification of a \$25,000 grant award from the NC Governor's Highway Safety Program for the 22-23 fiscal year. The funds will be used for overtime traffic related enforcement expenses. The approval to apply was granted by City Council at their January 13, 2022 meeting. The official award documents have been received and will be presented to the City Manager for signature upon approval of acceptance of the grant funds.

**Recommendation:** Motion to authorize the City Manager to accept \$25,000 from the NC Governor's Highway Safety Program to fund overtime expenses for traffic safety enforcement and to adopt a budget ordinance to appropriate the grant funds.

- K. 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: Ascendum Machinery, Inc. (PIN 5601-65-4568) 1025 International Drive NW; Concord-Oriole Properties, LLC. (PIN's 4589-72-5148 and 4589-71-3952) 8520 Quay Road; Niblock Homes, LLC (PIN's 5611-52-6444 and 5611-62-6176) and 500 Troxler Circle NW. 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: Ascendum Machinery, Inc., Concord-Oriole Properties, LLC, and Niblock Homes, LLC.

- L. 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: Oaklawn Development Phase 2, Spring Meadow Phase 2B Map 1, and Harris Teeter Fuel #68 Poplar Tent. 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: Oaklawn Development Phase 2, Spring Meadow Phase 2B Map 1, and Harris Teeter Fuel #68 Poplar Tent.

- M. Consider accepting an offer of infrastructure at Roberta Ridge Subdivision and Hunton Forest Subdivision Phase 2, City of Concord Fire Station 12, Woodsprings Suites, Hendrick Storage Building.** 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: 18,095 LF of Roadway, 16 LF of 12-inch water line, 35 LF of 8-inch water line, 39 LF of 6-inch water line, 15 LF of 4-inch water line 7 valves, 1 hydrant, 42 LF of 8-inch sanitary sewer and 1 manhole.

**Recommendation:** Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites, Roberta Ridge Subdivision and Hunton Forest Subdivision Phase 2, City of Concord Fire Station 12, Woodsprings Suites, Hendrick Storage Building.

- N. Consider adopting a corrected FY 2022-2023 Budget Ordinance.** At the June 9, 2022 council meeting, the FY 2022-2023 budget was adopted. The ordinance presented to council at that meeting had a mistake in the Special Revenue Fund section. The total approved for Special Revenue Funds was correct, but the individual fund amounts were listed incorrectly. In the original budget ordinance, the \$5 Vehicle Tax - Transit Fund was listed as a total budget amount of \$650,000 but should have been \$400,000; the Community Development Block Grant Fund was listed as a total budget amount of \$1,331,006 but should have been \$650,000; and the H.O.M.E. Consortium Fund was listed as a total budget amount of \$400,000 but should have been \$1,331,006. All other amounts listed on the budget ordinance were correct and the total budget amount approved remains the same.

**Recommendation:** Motion to adopt a corrected FY 2022-2023 Budget Ordinance.

- O. Consider adopting an ordinance to amend the FY 2022/2023 Budget Ordinance for the General Fund.** The attached budget ordinance appropriates contingency funds to cover supplies to support the CHA Public Health Conference.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2022/2023 Budget Ordinance for the General Fund.

- P. Consider adopting an American Rescue Plan Fund grant project budget amendment, a General Fund Capital Project fund project budget amendment, and a General Fund operating budget amendment.** The attached budget ordinances reflect changes to how the American Rescue Plan funds will be spent. The guidance from U.S. Treasury allows \$10,000,000 of the total allocation to be spent in the revenue replacement category on general government services. The attached grant project budget ordinance transfers \$10,000,000 to the General Fund to cover public safety salaries. Also included as part of this grant project ordinance is the cleanup of the amounts previously adopted for the fleet services building, WeBuild, and affordable housing. The General Fund Capital Project fund amendment adjusts the revenue source for the fleet services building to a transfer from the General Fund instead of from the American Rescue Plan fund. The General Fund operating budget amendment amends the FY 2022-2023 General Fund budget to appropriate the funds freed up due to using the ARPA funds for public safety salaries. These freed up General Fund revenues will be used to transfer \$8,000,000 to the General Fund Capital Project fund for the fleet services facility and \$2,000,000 will be allocated to WeBuild for affordable housing projects.

**Recommendation:** Motion to adopt an American Rescue Plan Fund grant project budget amendment, a General Fund Capital Project fund project budget amendment, and a General Fund operating budget amendment.

- Q. Consider adopting a project ordinance amendment for the CDBG 2022 grant to reflect an increase from budgeted to actual amount awarded.** The CDBG 2022 grant was budgeted at \$648,000 for FY23, but the actual awarded amount is \$663,654, an increase of \$15,654

**Recommendation:** Motion to adopt the project ordinance amendment to the CDBG 2022 grant to reflect actual grant awarded.

- R. Consider adopting a project ordinance amendment for the HOME 2022 grant to reflect an increase from budgeted to actual amount awarded.** The HOME 2022 grant was budgeted at \$1,200,000 for FY23, but the actual awarded amount is \$1,454,997, an increase of \$254,997.

**Recommendation:** Motion to adopt the project ordinance amendment to the HOME 2022 grant to reflect actual grant awarded.



**S. Consider adopting a resolution to ratify an amendment to the Centralina Regional Council's Charter.** At the February 9th Centralina Board of Delegates meeting, the Board adopted a resolution to amend the Charter and Bylaws to resolve an unresolved issue with the organization's tax status. Legal counsel determined that Centralina qualifies for federal income tax exempt status because the organization performs an "essential government function" consistent with Internal Revenue Code Section 115(1), which specifies tax exemption for income derived from such a function. Specific sections of the Centralina Charter and Bylaws needed to be amended to prohibit any private party from benefiting from or having an interest in the organization's earnings and assets.

**Recommendation:** Motion to adopt a resolution to ratify an amendment to the Centralina Regional Council's Charter.

**T. Consider accepting the semiannual debt status report as of June 30, 2022.** The City's debt report as of June 30, 2022 is presented for the City Council's review.

**Recommendation:** Motion to accept the City's semiannual debt status report as of June 30, 2022.

**U. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of May 2022.** 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 May 2022.

**V. Consider acceptance of the Tax Office reports for the month of May 2022.** 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 May 2022.

**W. Receive monthly report on status of investments as of May 31, 2022.** 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**

- **Transportation Advisory Committee (TAC)**
- **Metropolitan Transit Commission (MTC)**
- **Centralina Regional Council**
- **Concord/Kannapolis Transit Commission**
- **Water Sewer Authority of Cabarrus County (WSACC)**
- **Public Art Advisory Committee**
- **WeBuild Concord**
- **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.

# Executive Summary

## AP-05 Executive Summary - 91.200(c), 91.220(b)

### 1. Introduction

This document sets out a framework for using federal funds from the HOME Investment Partnership (HOME) Program in Cabarrus, Iredell, and Rowan counties and Community Development Block Grant (CDBG) funds in the City of Concord. Federal regulations limit the use of funds from both programs to specific activities. These funds will help meet the goals and objectives to address the community and affordable housing development needs within our service area that is outlined in the 2020-2024 Consolidated Plan. The Consolidated Plan describes community development opportunities that invest and leverage public resources toward low- and moderate-income communities. This Plan will explore the need for action in three categories: Affordable Housing, Homeless and Non-Housing Community Development. This document sets out priorities for the use of funds, suggests funding and other strategies that can be pursued to bring about desired results, and establishes specific performance targets to be achieved in all three eligible funding areas

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This year's plan includes the top 3 goals outlined below, addressing community needs related to affordable housing, community economic development, and housing revitalization. This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

#### Objective 1 - Provide Decent and Affordable Housing for Low and Moderate income Persons

- Provide DPA to LMI families to help increase the affordability of LMI families
- Housing Rehab to address the safety, quality, and durability needs for LMI homeowners
- Construction of affordable single family and rental housing to increase the supply and availability of decent and affordable housing for LMI families

- Promote Fair Housing to help citizens and stakeholders to become aware of their rights under Fair Housing

#### Objective 2: Economic Development

- Attract New Business/industry to the area to increase employment opportunities for LMI individuals
- Promote and help Provide job training to LMI persons to increase their marketability for job opportunities

#### Objective 3: Neighborhood Revitalization

- Work with Code Enforcement to help address blight, improve safety, and to enhance livability in LMI neighborhoods
- Support Public Service Agencies to help provide and make essential services available to LMI communities
- Provide infrastructure and neighborhood improvements that support affordable housing and community development to enhance a suitable living environment for LMI families

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Concord has continued to implement activities which were identified as the needs and prioritized within the 2020-2024 Five (5) year Consolidated Plan. Priority needs from 2020 through 2024 called for concentrated efforts within the low to moderate income neighborhoods that were identified by HUD. These efforts were designed to enhance and preserve the existing housing stock. By promoting homeownership and community economic development while investing funds in affordable housing and rehabilitation of existing housing stocks, the City and the Consortium has helped to strengthen neighborhoods and improve the overall quality of life in underserved neighborhoods throughout Concord and the HOME Consortium service areas.

The following activities are being carried out in addressing the needs in this area: rehabilitation housing assistance (preservation of the existing housing stock), affordable housing new construction or infill on vacant lots, homebuyer's down payment assistance, homeownership counseling and education, continue working with lenders to identify affordable housing programs/products for low to moderate income homebuyers, addressing any lead-based paint issues, support local Continuum of Care Plan, and overall neighborhood revitalization.

### 4. Summary of Citizen Participation Process and consultation process

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## Summary from citizen participation section of plan.

The City of Concord continues to acknowledge the importance of citizen participation when developing activities for each upcoming year. In 2018, revisions were made to the Citizen Participation Plan in an effort to increase public awareness. Despite the changes to the plan, the City will always seek out new avenues to increase the level of participation by the community. Furthermore, the City will seek guidance from HUD, other municipalities, and most importantly people from target communities.

In the past, the City has also encouraged participation in developing the Annual Action Plan by making a copy of the plan assessable and available for community review at the Planning and Neighborhood Development Office, Public Library, on the City Website, and holding public hearings. Due to COVID restrictions, we were discouraged to have face to face meetings. We then conducted a virtual public hearing with a video that was placed on our website and referenced in our newsletter, social media, and survey for the public to provide input.

The general public, boards and commissions, non-profits, and other interested parties were asked to review and submit comments Feb 20-March 28<sup>th</sup> and June 5-July 8 2022. The outlets provided opportunities for the community to have input on the Plan.

### 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

- The need for more Affordable Owner-Occupied Housing: Funding, Developing and Building affordable housing for first time homebuyers with low to moderate incomes
- The need for more Affordable Rental Housing: Developing and Building affordable rental housing opportunities for low to moderate households
- Affordable Housing assistance: Low-interest loans and down-payment assistance for first-time homebuyers with low to moderate incomes Affordable Housing: Need for budgeting and credit education
- Economic Development: Projects and programs that increase employment opportunities
- Neighborhood Revitalization: Providing assistance to neighborhoods for the development of plans and strategies to encourage development in or near underserved communities

- Neighborhood Revitalization: Repairing rental/owner housing stock and removing bad housing stock
- Public Services: Using funds to address homelessness
- Neighborhood Revitalization: Providing information, support and resources for neighborhood organizing and leadership development
- Neighborhood Revitalization: Incentives for investment in low to moderate income neighborhoods and underserved areas

## 6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were valid, and staff made notes of each. Staff reviewed all comments after the virtual meeting was over, and noted that all comments should be accepted.

## 7. Summary

The Annual Action Plan along with the 5-year Consolidated Plan is designed to help the City of Concord and the Cabarrus/Iredell/Rowan HOME Consortium to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the: Community Development Block Grant (CDBG), and the HOME Investment Partnership (HOME). Key components of the Consolidated Plan include:

**Consultation and Citizen Participation:** Allows the City and staff to both consult and collaborate with other public and private entities, non-profits, and the public in order to align and coordinate community development programs with a range of other plans, programs and resources to achieve greater impact in the communities and target areas.

**The Consolidated Plan.** The Five (5) Year Consolidated Plan describes the jurisdiction's community development priorities and multiyear goals based on a needs assessment of affordable housing and community development, a strategic plan, and a market analysis of housing and economic market conditions and available resources.

**The Annual Action Plan.** The Consolidated Plan is carried out through Annual Action Plans, which provides a concise summary of the actions, activities, community partners, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

**Consolidated Annual Performance and Evaluation Report (CAPER).** In the CAPER, grantees report on the program year accomplishments and progress toward Consolidated Plan goals in the prior year.

**PR-05 Lead & Responsible Agencies - 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Concord	City of Concord
HOME Administrator	Concord	City of Concord

Table 1 – Responsible Agencies

**Narrative**

The Cabarrus/Iredell/ Rowan HOME Consortium was established in 1996 and is funded through the U.S. Department of Housing and Urban Development (HUD). The City of Concord, as lead entity, is authorized to request, submit and receive HOME Investment Partnerships Program funding from the U.S. Department of Housing and Urban Development on behalf of the Consortium. The Consortium was formed for the purposes of cooperatively providing safe, decent and affordable housing to low and moderate-income citizens living in six incorporated municipalities and three counties: Cabarrus, Iredell and Rowan counties and the cities/towns of Concord, Kannapolis, Mooresville, Salisbury and Statesville. There are also three Community Housing Development Organizations (CHDOs) that receive 15% of the annual HOME allocation. The CHDOs are located in Salisbury, Mooresville, and Kannapolis. CHDOs engage in HOME eligible activities intended to respond to specific community needs. Eligible activities include acquisition and/or rehabilitation of rental housing; new construction of rental housing; acquisition and/or rehabilitation of homebuyer properties; new construction of homebuyer properties; and down payment assistance to purchasers of HOME-assisted housing sponsored or developed by a CHDO with HOME funds.

In recent years, most member governments have experienced growth: growth that is expected to continue over the next five years. With this growth, there will be an increase in the demand for quality, affordable housing opportunities to the citizens of these jurisdictions.

## Consolidated Plan Public Contact Information

Pepper Bego

Federal Programs Coordinator

City of Concord, NC

35 Cabarrus Avenue, West

Concord, NC, 28026

Office: 704-920-5133

Email: [begop@concordnc.gov](mailto:begop@concordnc.gov)

Website: [www.concordnc.gov](http://www.concordnc.gov)

## AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

### 1. Introduction

The Consolidated Action Plan is a planning document that is submitted to the U.S. Department of Housing and Urban Development (HUD) that details the City of Concord's as well as the Cabarrus/Iredell/Rowan HOME Consortium propose to spend and utilize CDBG and HOME funds for the upcoming program year. The City of Concord staff consulted with consortium members and other service providers to provide input on housing and other community development issues. The City of Concord recognizes that partnerships with community stakeholders, sharing resources, and the coordinated efforts from service providers will become more important than ever before. Despite cuts in funding, the demand for assistance resulting from the pandemic and services remain high in addressing the needs of the low to moderate community. The need for leveraging dollars and resources among partners is the only solution in maintaining and possibly expanding services.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City works with community stakeholders that include public and private agencies to assess/prioritize community needs, develop strategies, create action plans, identify key community resources, and promote the coordination of those resources. Representatives from public and private agencies, as well as the private sector involved in assisted housing, health services, and social services participate in individual, group, and public/virtual meetings to obtain information and provide input to the development of the Annual Action Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Piedmont Regional Continuum of Care (PRCoC), established in February 2005, consists of five counties: Cabarrus, Davidson, Rowan, Stanly and Union. The PRCoC is a collaborative effort among stakeholders to reduce and eliminate homelessness. The PRCoC assesses the housing needs and works collaboratively with HUD and State of North Carolina, County, and City agencies to secure grants and request funding to develop affordable housing opportunities for the chronically homeless throughout the five-county area. The vision for the PRCC is to provide leadership and direction in the analysis of community needs and develop solutions to attack the multi-faceted causes of homelessness. The objectives are to provide opportunities for residents to gain access to nourishment, health care, education, employment, recreation, self-sufficiency, safe affordable housing and a good quality of life. Preventing homelessness throughout the community is one of the City's priorities, as indicated in



the Five-year Consolidated Plan. Although the City of Concord does not directly address homelessness, it supports and funds agencies that actively address the needs of the homeless population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The NC Balance of State Continuum of Care (BoS CoC), that include Cabarrus County, Iredell, and Rowan County, is organized into Regional Committees. Each Regional Committee is represented by a Regional Lead, who organizes local meetings and sits on the Balance of State Steering Committee. The Regional Lead is the Piedmont Regional Continuum of Care (PRCoC). Applicants seeking ESG funds submit their request through the regional committee, which ranks them and makes recommendations. Carolina Homeless Information Network (CHIN) administers the local HMIS. Consultation occurs through periodic attendance at Community Link's monthly meetings. Staff also periodically meets with representatives serving the homeless to discuss housing and service needs

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Concord
	Agency/Group/Organization Type	Housing Services - Housing Services-Education Service-Fair Housing Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Concord Planning and Neighborhood Development Department (Community Development) solicited public with ad placed in the local newspaper on June 5, staff consulted community stakeholders through public meetings (filmed and uploaded for public viewing) and housing needs surveys (distributed to community stakeholders in March).
2	Agency/Group/Organization	Concord Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Education Services-Employment Service-Fair Housing

<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment  Public Housing Needs  Homeless Needs - Chronically homeless  Homeless Needs - Families with children  Homelessness Needs - Veterans  Anti-poverty Strategy</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The Concord Public Housing Department (CPHD) was consulted through meetings and phone conversations. CPHD is a city department that has partnered with the Planning and Neighborhood Development Department to address affordable housing needs. The City of Concord anticipates that the continued partnership should produce the production of new affordable housing units.</p>

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Piedmont Continuum of Care	The City of Concord will work with the State and other local government agencies to ensure that the goals and objectives discussed in the Consolidated Plan are implemented in the most effective and efficient way possible. The planning and implementation of housing and community development strategies relies on the formal and informal coordination among public and private entities

Table 3 – Other local / regional / federal planning efforts

Narrative

These agencies consist of the following:

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**Continuum of Care:**

Community Link (Housing stability), Crisis Ministry (Emergency response and housing stability), Homes of Hope (Emergency response and housing stability), Rape, Child, and Family Abuse Crisis Council (Emergency Response), Turning Point (Emergency response), and Union County Community Shelter (Emergency response and housing stability)

**Public Services:**

Cooperative Christian Ministries, Salvation Army, Opportunity House, Cabarrus Meals on Wheels, Prosperity Unlimited, Coltrane Life Center, and Hope Haven.

## AP-12 Participation - 91.401, 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In preparation of this plan, the City used a variety of methods to broaden citizen participation as well as to gauge community stake-holders input in addressing the needs of the neighborhoods as well as the clients that we serve. Outreach efforts included a virtual public hearing with recorded video was uploaded onto the website for viewing on Feb 20, 2022 and consultation from various housing and human services organizations. Additional input was received from the Cabarrus/Iredell/Rowan HOME Consortium and Housing Needs Survey that was distributed to LMI neighborhood representatives on Feb 20, 2022; and advertisements were also placed in the Independent Tribune on Feb 20, 23, 27 and June 5, 2022.

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Virtual Public Meeting	Non-targeted/broad community		Affordable housing-rehab and new construction, Community Development, funding resources, and amount available for development	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community		A Newspaper ad was placed in the local newspaper advertising the meeting, soliciting input, and informing them of two local places to review drafts of Plan		
3	Internet Outreach	Non-targeted/broad community	Survey and Social Media			

Table 4 – Citizen Participation Outreach

## Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	663,654	2000	0	665,654	0	Total funding includes allocation and estimated program income

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,454,997	131,006	0	1,586,003	0	Total Funding HOME Consortium includes allocation, estimated program income, local match, and HOME program administration.
Other	public - federal	Acquisition Economic Development Homeowner rehab Public Services	260,000	0	0	260,000	0	

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Concord City Staff as well as HOME Consortium Staff intends on leveraging the U.S. Housing and Urban Development Funds when and where projects prove themselves to be feasible. The City of Concord and HOME Consortium will leverage funding with local, state, and federal dollars



to satisfy the match requirement. The City of Concord also uses local funding in addition to the CDBG and HOME funds to accomplish the Consolidated Action Plan objectives. Partnerships that consist of public, private, and non-profit entities that help develop strategies to leverage funds are encouraged. Federal funds leverage many other types of funding within the service areas. All organizations leverage funds differently. CHDOs, as well as government agencies, use federal funds to leverage foundation and charitable institution grants. Federal funds can also be leveraged by using program funds to purchase materials or by using volunteers to perform the labor.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Over the years, City of Concord staff have strategically acquired properties within our target/focus areas. These acquired properties were obtained to address the affordable housing needs for both owner-occupied and rental. Some of the publically owned land will be developed through Public-Private Partnerships to construct affordable housing in low to moderate-income neighborhoods. This will meet the priority need in the Affordable Housing category: property acquisition for development of affordable housing.

#### Discussion

N/A

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Creation of decent affordable housing	2020	2024	Affordable Housing	Concord Service Area HOME Consortium Service Area	Reduce Substandard Housing and Blight Preserve and Increase affordable housing Scattered Site Rehabilitation Produce Affordable Housing Support Public Service Non-Profit Agencies	CDBG: \$663,654 HOME: \$298,267	Homeowner Housing Added: 11 Household Housing Unit Homeowner Housing Rehabilitated: 15 Household Housing Unit Direct Financial Assistance to Homebuyers: 12 Households Assisted
2	Provide resources to special needs population	2020	2024	Non-Homeless Special Needs	Concord Service Area HOME Consortium Service Area	Support Public Service Non-Profit Agencies	CDBG: \$86,500	Overnight/Emergency Shelter/Transitional Housing Beds added: 2 Beds

Table 3 – Goals Summary

## Goal Descriptions

1	Goal Name	Creation of decent affordable housing
	Goal Description	
2	Goal Name	Provide resources to special needs population
	Goal Description	

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

The City of Concord as well as the HOME Consortium has established the following two (2) categories of strategies for meeting the needs of the underserved in the community. These categories are Housing Strategies and Community Development Strategies. Each category has several projects associated with them. The Housing Strategy projects include down payment assistance, development of affordable housing, and community partnerships. The Community Development Strategy projects include revitalization, leveraging multi-family development, infrastructure improvements, and creating economic development opportunities.

### Projects:

- Program Administration
- Housing Rehabilitation
- Public Service
- Economic Development
- Acquisition of Substandard Properties
- Development and New Construction of homeownership and rental properties
- Clearance and Demolition
- Down Payment Assistance
- Community Housing Development Organizations

#	Project Name
1	HOME - Administration (Entire Consortium)
2	CDBG - Administration
3	HOME - CHDO Allocation
4	CDBG - Subrecipient
5	CDBG - Acquisition
6	CDBG - ClearWater Activity
7	CDBG - Emergency Repair
8	CDBG - Substantial Rehab
9	CDBG - Infrastructure
10	CDBG - Logan Historic Study
11	CDBG - Neighborhood Grant
12	HOME - Concord - New Construction
13	HOME - Concord - Down Payment Assistance
14	HOME - Owner Occupied Rehabilitation
15	HOME - Consortium - Rehabilitation
16	HOME - Consortium - DPA

#	Project Name

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Over the years, the City of Concord has been dedicated to assisting low-moderate income families and individuals. The City's programs are created to help overcome the barriers to affordable housing. Over the next five (5) years, City staff will implement a strategy that comprehensively breaks down the barriers that many low-moderate families and individuals face.

**AP-38 Project Summary**  
Project Summary Information

1	Project Name	HOME - Administration (Entire Consortium)
	Target Area	HOME Consortium Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Scattered Site Rehabilitation Produce Affordable Housing Support Public Service Non-Profit Agencies
	Funding	HOME: \$97,921
	Description	HOME Program Administration cost
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Low to Moderate Income Families for 5 households
	Location Description	Concord Service Area
	Planned Activities	HOME activities to include new construction, rehabilitation, and downpayment assistance
2	Project Name	CDBG - Administration
	Target Area	Concord Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Reduce Substandard Housing and Blight Preserve and Increase affordable housing Improve Public Infrastructure Increase Economic Opportunities Scattered Site Rehabilitation Support Public Service Non-Profit Agencies
	Funding	CDBG: \$132,000
	Description	Community Development Block Grant Administration allocation
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Concord Service Area



	Planned Activities	Community Development activities that include rehabilitation, infrastructure improvements, and support community organizations
3	Project Name	HOME - CHDO Allocation
	Target Area	HOME Consortium Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Produce Affordable Housing
	Funding	HOME: \$218,250
	Description	CHDO 15 percent set aside (3 CHDOs-Prosperity Unlimited, Salisbury CDC, and Community Foundations)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Covid may have an impact the exact numbers, but 5 households that may achieve homeownership and 15 to 20 families may receive homebuyer education and counseling via virtual counseling
	Location Description	Rowan, Cabarrus, and Iredell Counties
	Planned Activities	Affordable housing development and human development in helping to prepare prospective homebuyers for the responsibility of homeownership.
4	Project Name	CDBG - Subrecipient
	Target Area	Concord Service Area
	Goals Supported	Provide resources to special needs population
	Needs Addressed	Support Public Service Non-Profit Agencies
	Funding	CDBG: \$86,500
	Description	Funding for Public Service Sub-recipients
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Depending on Covid, (Direct and Indirectly) 500 LMI families that utilize public services organizations
	Location Description	Concord Service Area
	Planned Activities	Providing funding to help the public and social service needs of the community.

5	Project Name	CDBG - Acquisition
	Target Area	Concord Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Reduce Substandard Housing and Blight Preserve and Increase affordable housing Produce Affordable Housing
	Funding	CDBG: \$25,914
	Description	CDBG Acquisition of property
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	100 within the low to moderate income areas of Gibson Village and surrounding community
	Location Description	Concord Service Area
	Planned Activities	Concord CDBG Acquisition
6	Project Name	CDBG - ClearWater Activity
	Target Area	Concord Service Area
	Goals Supported	Provide resources to special needs population
	Needs Addressed	Increase Economic Opportunities
	Funding	CDBG: \$200,240
	Description	Repairs/renovations to the ClearWater campus.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Concord Service Area
	Planned Activities	Clearwater Artist Studio Development and Improvements
7	Project Name	CDBG - Emergency Repair
	Target Area	Concord Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Scattered Site Rehabilitation

	Funding	CDBG: \$80,000
	Description	CDBG Emergency Repair
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	5 LMI Elderly Families
	Location Description	Concord Service Area
	Planned Activities	CDBG Emergency Repairs
	8	Project Name
	Target Area	Concord Service Area
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$10,000
	Description	CDBG -Logan Historic Study
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Logan LMI Community
	Location Description	Concord Service Area
	Planned Activities	CDBG Logan Historic Study
9	Project Name	CDBG - Infrastructure
	Target Area	Concord Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Improve Public Infrastructure
	Funding	CDBG: \$125,00
	Description	CDBG Infrastructure project (sidewalks)
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	25 to 30 LMI families
	Location Description	Concord Service Area
	Planned Activities	CDBG Infrastructure
10	Project Name	HOME - Concord - New Construction
	Target Area	Concord Service Area
	Goals Supported	Provide resources to special needs population
	Needs Addressed	Support Public Service Non-Profit Agencies
	Funding	HOME: 190,767
	Description	New Construction for LMI Homeowners (Concord Only)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Neighborhood Association
	Location Description	Concord Service Area
	Planned Activities	Funding to support in the enhancement of local neighborhoods
11	Project Name	HOME - Concord - Down Payment Assistance
	Target Area	Concord Service Area HOME Consortium Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Preserve and Increase affordable housing Produce Affordable Housing
	Funding	HOME: \$87,500
	Description	Down Payment Assistance for LMI Homebuyers (Concord Only)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	10 Prospective LMI Homebuyers
	Location Description	Concord and HOME Consortium Service Areas

	Planned Activities	Provide downpayment and/or closing costs resources for prospective LMI homebuyers
12	Project Name	HOME - Owner Occupied Rehabilitation
	Target Area	Concord Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Produce Affordable Housing
	Funding	HOME: \$201,006
	Description	Owner Occupied Rehabilitation/Substantial Rehab (Concord Only)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	3 LMI Prospective homebuyers
	Location Description	Concord Service Area
	Planned Activities	HOME Single Family NEW Construction
13	Project Name	HOME - Consortium - Rehabilitation
	Target Area	Concord Service Area HOME Consortium Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Preserve and Increase affordable housing Scattered Site Rehabilitation
	Funding	HOME: \$450,000
	Description	Owner Occupied Rehabilitation/Substantial Rehab (Non-Concord)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	10 Elderly LMI Families
	Location Description	Concord Service Area
	Planned Activities	Owner-Occupied Single-Family Rehab
	Project Name	HOME - Consortium - DPA

14	Target Area	HOME Consortium Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Reduce Substandard Housing and Blight Preserve and Increase affordable housing Produce Affordable Housing
	Funding	HOME: \$30,000
	Description	Down Payment Assistance for LMI Homebuyers (Non-Concord)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	3 LMI prospective homebuyers
	Location Description	HOME Consortium Service Area
	Planned Activities	Available property acquisition, rehabilitation, and resell to provide affordable housing opportunities
15	Project Name	CDBG – Neighborhood Grant
	Target Area	Concord Service Area
	Goals Supported	Provide resources to special needs population
	Needs Addressed	Support Public Service Neighborhood Associations
	Funding	CDBG: 6,000
	Description	Neighborhood Grant (Concord Only)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Select Concord Neighborhood Associations
	Location Description	Concord Service Area
	Planned Activities	Funding to support in the enhancement of local neighborhoods

## AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Program activities carried out by the City of Concord and the HOME Consortium will occur in Cabarrus, Rowan, and Iredell County. However, over the past ten (10) years the City of Concord has focused the vast majority of its Community Development resources within the older low to moderate income communities near the inner city. These neighborhoods include: Logan, Gibson Mill, Silver Hill, Underwood Park, Sidestown-Shankletown, and Brown Mill.

The city considers these neighborhoods our primary target area to address any underserved needs. In the past ten (10) years, we have focused housing, public service, code enforcement, and economic development activities in these neighborhoods.

According to the 2018 ACS, a majority of the populations within these targeted neighborhoods are minority. However, the City of Concord supports all low-moderate income families and individuals. Our programs, marketing, and service incorporate the entire city.

### Geographic Distribution

Target Area	Percentage of Funds
Concord Service Area	
HOME Consortium Service Area	100

Table 5 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

First, these lower wealth neighborhoods (HUD determined LMI areas) were identified as underserved when looking at community economic development needs. We also determined that there was a lack of positive investment that hampered revitalization efforts. As an advocate, we wanted our investment to serve as a catalyst for additional public and private investment in lower wealth communities.

The federal funding will provide underserved communities resources to turn a negative into a positive in these areas. Federal programs will give us the ability to leverage funding from both private and public agencies in this area due to the amount of low wealth within these communities. Partnerships with other community stakeholders allow the city to "stretch" its dollars in these underserved areas. In an economic downturn, cities are forced to look for additional funding. To the greatest extent feasible, funding will be targeted in these geographic areas. However, in order to ensure the timely expenditure

of funds, program activities will continue to be funded on a first-come, first-served basis.

## Discussion

The Cabarrus/Iredell/Rowan HOME Consortium consists of Concord, Cabarrus County, Kannapolis, Mooresville, Statesville, Salisbury, and Rowan County. The CHDOs include Prosperity Unlimited, Community Foundations, and Salisbury CDC. HOME Consortium members get 10% of the HOME allocation to use for administration of the HOME program. CHDOs receive the 15% of the HOME allocation for HOME projects and activities. Rowan and Cabarrus County have elected not to take any funds for 2022-2023 program year.



# Affordable Housing

## AP-55 Affordable Housing - 91.420, 91.220(g)

### Introduction

In an attempt to address the barriers to developing affordable housing, the City of Concord and the HOME Consortium Service area will continue to create single-family affordable housing opportunities. Moreover, we will continue to try and leverage additional dollars for multi-family affordable housing. Properties are currently owned or acquired by the City of Concord and the HOME Consortium with local federal funds. Upon acquisition and installation of infrastructure, the City then makes lots available to build by the City, HOME consortium members, or non-profit agencies for development. All non-profit proposals are accepted based on a reasonable price per square foot and the non-profits or private developer's ability to meet building specifications as required by the Request for Proposal. Purchase of land and improvements increase the affordability of the lot or units, which in turn drives the cost down for the potential tenant. As lots or units are sold, leased, or rented - a portion of the funds may be recaptured to fund future developments.

The City of Kannapolis does not plan to provide housing assistance for homeless or special need families through our CDBG and HOME programs. Those needs will be partially addressed through partner organizations. For example, Cooperative Christian Ministry has expanded its My Father's House emergency shelter for families. Cardinal Innovations receive permanent supportive housing funding to assist individuals with mental or developmental disabilities, and those with substance abuse problems.

The 2020-2024 City of Salisbury's Consolidated Plan identifies a considerable need for affordable housing units to decrease the cost burden on individuals and families. The plan identifies a need for these units to be located in areas accessible for individuals and families without automobiles to access basic goods and services. Additionally, there is a need for affordable housing for seniors and the disabled. Additionally, the plan prioritizes Salisbury's community development activities upon increasing the supply of affordable housing for homeownership; activities include owner-occupied rehabilitation, emergency rehabilitation, and acquisition/rehab or new construction.

The plan also identifies strategies to remove or ameliorate barriers to affordable housing, such as insufficient understanding of fair housing laws, insufficient testing and supporting activities, and a lack of interest in fair housing and affirmatively furthering fair housing. The City of Salisbury is committed to affirmatively furthering fair housing and will update its Analysis of Impediments report as required. The City of Salisbury will also partner with the local Humans Relations Council and the Housing Advocacy Commission to form a new joint-committee to develop a city-wide Fair Housing Plan, with the intent of providing educational materials and resources to advocate for fair housing and ensure that the law is

understood by local stakeholders.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	50
<b>Total</b>	<b>65</b>

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	6
Rehab of Existing Units	15
Acquisition of Existing Units	9
<b>Total</b>	<b>30</b>

Table 7 - One Year Goals for Affordable Housing by Support Type

## Discussion

## AP-60 Public Housing - 91.420, 91.220(h)

### Introduction

Families below 30 percent of AMI are traditionally served by Public Housing. The Concord Housing Department (CPHD) owns and operates 174 units of public housing. These units are spread out amongst eight (8) locations within the city limits. The CHD has control over 715 Housing Choice Vouchers at this time. There are 73 units of Elderly Section 8 vouchers.

The CPHD has reported that there is an estimated waiting list of 670 families at or below 30 % of Area Median Income, with an annual turnover rate of about 15 %. Furthermore, there are 600 families at or below 30 percent on the waiting list for Section 8 assistance. CPHD has not taken Section 8 applications for the past five (5) years. They are currently at 90% of Fair Market rent to help ensure that they can help as many families as possible

The City of Kannapolis does not have its own housing authority. The Rowan County Housing Authority operates two public housing communities in Kannapolis (Running Brook and Locust St.) The Rowan County Housing Authority and the Concord Housing Authority administer Section 8 tenant-based vouchers, which can be used in Kannapolis. Each housing authority submits its own five-year plan to HUD.

The City of Salisbury will address participation by public housing residents in Salisbury CDC classes on financial literacy will continue to be encouraged. Classes are offered on budgeting, credit preparedness, purchasing a home and similar topics. These classes are offered by the CDC at no charge, except for course materials.

### Actions planned during the next year to address the needs to public housing

The City of Concord plans to:

- Produce new affordable units
- Maintain current units
- Provide grants for resident self-sufficiency
- Establish a homeownership education and awareness program
- Make improvements to energy saving items

No City of Kannapolis funds for FY 2022-23 will be used to directly serve residents of public housing.

The City of Salisbury Police Department will meet with property managers at Salisbury Housing Authority properties to develop crime reduction strategies where needed.

### Actions to encourage public housing residents to become more involved in management and

## participate in homeownership

The City of Concord and the Concord Housing Department has worked together over the past five (5) years to facilitate pre-homeownership counseling and education to interested residents. During this time, we have worked with the Concord Housing Department staff to provide affordable housing options to public housing residents that are preparing for the unique responsibility of homeownership. We have collaborated on Pre-homeownership counseling and education as well as partnered on Fair Housing awareness forums. The City anticipates this partnership to continue to provide housing opportunities through affordable housing development and the City's down payment assistance (gap funding) program to help prospective homeowners.

The Rowan County and Concord Housing Authorities both have educational programs that encourage self-sufficiency and make residents aware of resources that can assist in the path towards homeownership. They will refer residents to homebuyer education programs when appropriate.

Housing counselors with Salisbury CDC frequently assist public housing residents on their self-sufficiency goals related to financial literacy, improving their credit score and in some cases, purchasing a home. Public housing residents also have the option of participating in the Family Self Sufficiency Program administered by the Salisbury Housing Authority. Participants work with program staff to set attainable goals and take part in a savings plan. Resident Councils are available through the SHA to provide an avenue for resident participation in policy development and plans that affect them.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The City of Concord's Housing Department is not a troubled agency

## Discussion

The City of Kannapolis relies on the Rowan County and Concord Housing Authorities to address the needs of public housing residents. The City does not put direct funding towards public housing; we use our funds to address other low-moderate income priorities.

## AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

### Introduction

This provides an overview of the programs that will be funded in FY22-23 that address the needs of the homeless and those with special needs. Services for homeless individuals and families and persons with special needs will continue to be provided through a network of collaborative partnerships with local non-profit organizations. During the FY22-23 fiscal year, the City will allocate \$86,500 in CDBG funding to support public service activities, including those that serve homeless persons.

Due to limited funding and staff capacity, the City of Kannapolis relies heavily on partner organizations to address the needs of the homeless and special needs. Cooperative Christian Ministry provides an array of housing options for homeless individuals and families and is a sub-recipient of public service funds from the City's CDBG program. The City also provides renovated housing for CCM to use as transitional housing. Community Link manages rapid-rehousing and permanent supportive housing grants within the region, and is the lead agency for the Piedmont Regional Committee of the Balance of State Continuum of Care. Cardinal Innovations receive permanent supportive housing grants and manages services for those with mental or developmental disabilities, and those with substance abuse.

Salisbury's homeless subpopulations include veterans, victims of domestic abuse and other groups; non-homeless special needs populations include the physically and developmentally disabled, the mentally ill, substance abusers, HIV/AIDS populations and the elderly. Homeless prevention activities will include foreclosure prevention programs offered by the Salisbury Community Development Corporation (CDC), as well as emergency and owner-occupied rehab to help owners stay in their existing homes. These activities particularly benefit elderly homeowners.

The City of Salisbury does not directly administer any program providing support or care to homeless individuals and families. However, the City of Salisbury provides annual public service funding for local emergency shelters for the homeless that are administered by the Rowan Helping Ministries and the Family Crisis Council. The City is an active participant in ongoing efforts to address the needs of homeless persons by maintaining active partnerships with local organizations that support the homeless. The City will continue to allocate public service funding to these organizations, as well as attend meetings relative to the City of Salisbury's role in addressing poverty in our community

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Concord, in conjunction with the Piedmont Regional CoC, Concord Housing Department, Cooperative Christian Ministries (CCM), Salvation Army, and Opportunity House will provide programs

to both reduce and end homelessness. These goals may include, but are not limited to (1) providing funding for homeless essential services to include outreach and counseling, and (2) providing funding for facilities for the homeless.

The City of Concord is committed to the continuance of support for the Piedmont Regional regional committee Continuum of Care through programs and services that reduce and eliminate homelessness.

Homeless persons who are referred to an emergency shelter will be assessed through the Coordinated Assessment Plan being submitted by the Balance of State Continuum of Care that includes the Piedmont Regional Committee. The Coordinated Assessment Plan describes how and where individuals and families will be assessed and prioritized for housing in the community. That plan is not finalized but essentially says that assessment will happen at the emergency shelter level and diversion efforts will take place to make sure that people can return to the community without entering shelter if they don't absolutely need shelter. Those who are unsheltered are assessed by the organization that provides services for these individuals. That could include a soup kitchen, daytime homeless program (such as the Opportunity House), and the school systems if the families have children in school. These organizations work to understand the households' needs, provided available assistance, and make referrals to other organizations for additional assistance.

The City of Salisbury will fund a public service activity this year to help offset costs of the overnight shelter manager position for Rowan Helping Ministries. Also this year the City will help support the overnight shelter manager for Family Crisis Council which provides emergency assistance for victims of domestic abuse. This assistance will help ensure that these facilities are adequately staffed to meet the individual needs of shelter guests.

### Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Concord is committed to the continuance of support for the regional homeless shelter managed by the Salvation Army and Opportunity House. Furthermore, the city is committed to providing resources and assistance to mitigating homelessness before it happens through programs and services that reduce and eliminate homelessness.

Kannapolis' Coordinated Assessment Plan will help assess the needs of homeless persons and direct them to the most suitable and available type of shelter or housing option. The plan also describes how people will be prioritized for housing using a tool called the Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT). Current shelter options in the Kannapolis area include emergency shelter for individuals, emergency shelter for families, shelter for domestic violence victims, transitional housing programs for families and single mothers with children, and rental or financial assistance to help cover the cost of an apartment or hotel.

The City of Salisbury does not directly administer any program providing support or care to homeless individuals and families. However, the City provides annual public service funding for local emergency

shelters for the homeless that are administered by the Rowan Helping Ministries and the Family Crisis Council. The City is an active participant in ongoing efforts to address the needs of homeless persons by maintaining active partnerships with local organizations that support the homeless. The City will continue to allocate public service funding to these organizations, as well as attend meetings relative to the City's role in addressing poverty in our community.

Public services funding will be allocated to two emergency shelter facilities to offset a portion of the salaries for shelter staff.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The concept of transitional housing has a long history in the fields of mental health and corrections, predating its application to the homeless arena by decades. State and local public mental health and corrections departments developed these residential programs to ease the transition back into regular housing for people leaving mental hospitals or prisons.

Today transitional housing has many other users. These users range from the mentally disabled, to homeless, youths aging out of foster care, and to those on the brink of becoming homeless. In the HOME Consortium Service Area, the typical individual or family that stays in transitional housing usually has demonstrated an inability to sustain housing. They have either defaulted on their lease, been evicted from their homes, and/or have a poor credit history.

The City of Salisbury partners with the Salisbury CDC to offer classes in budgeting, purchasing insurance, and related topics that help public housing residents become self-sufficient. Rowan Helping Ministries offers counseling services to individuals to address obstacles that may be contributing to their homelessness.

The City of Concord will not differentiate between the already homeless and those individuals and families who are on the brink of becoming homeless. CDBG funds have been allocated for Public Service activities. Nonprofit organizations will be provided an opportunity to apply for public service funding to assist with shelter operations and delivery of services to the homeless population. The City understands that both transitional and supportive housing has the ability to help break down the barriers to

affordable housing.

In Kannapolis, The CoC Coordinated Assessment has built in timelines that will facilitate families' movement through the system if resources are available. Community Link's programs have Housing Support Staff who identify affordable housing units in the community, provide tenant education and help to mediate landlord issues for their clients. For veterans, the SSVF program provides rapid rehousing for veterans and their families who may be in the emergency shelter as well as prevention services to help stabilize veterans in their existing housing. There are limited permanent supportive housing resources in the community for persons with disabilities. Spots open up in that program mainly when deaths occur.

Cooperative Christian Ministry has expanded its My Father's House program, which provides emergency shelter and services for families with children, to have double the current capacity to house more families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Although the City of Concord does not receive ESG assistance, the city remains committed to assisting partners such as the Salvation Army, Cooperative Christian Ministries (CCM), Opportunity House, and Serenity House as well as other local public service agencies. As mentioned above, the City will make \$96,750 in CDBG funds available to assist with public service activities, including those that meet the needs of homeless persons. In addition, a number of the organizations participating in the CoC provide case management services. Case management focuses on identifying resources within the community and making the necessary referrals to ensure the direct assistance is provided to minimize the risk for homelessness. There are ongoing case management services provided through organizations such as Piedmont Regional CoC Care, CCM, Salvation Army, and Rowan Helping Ministries, and the County (Cabarrus, Rowan, and Iredell) Department of Social Services.

The City of Kannapolis' non-profit partners are key in the prevention of homelessness. Cooperative Christian Ministry provide financial assistance for rent and utilities as well as a food pantry. Prosperity Unlimited and Habitat for Humanity provide financial literacy education and foreclosure prevention counseling. The school systems provide referrals and some assistance to families at imminent risk of homelessness.

For individual who are being discharged from institutions and systems of care, there are some specialized services to assist these individuals. These support organizations include the Cabarrus County



Criminal Justice Partnership Program, the Employment Security Commission's Offender Specialist to help with job seeking, Cardinal Innovations for mental health, Rowan-Cabarrus Community College for workforce training programs for offenders and its R3 Career Center (has programs for those with a criminal record), Serenity House in Concord, and the McLeod Addictive Disease Center.

Homeless prevention activities will include foreclosure prevention programs offered by the Salisbury Community Development Corporation (CDC), as well as emergency and owner-occupied rehab to help owners stay in their existing homes. These activities particularly benefit elderly homeowners. Many CDC clients are elderly and do not have the resources to make minor repairs or modifications to their homes to allow them to age-in-place.

The City of Salisbury supports services for the homeless, persons with HIV and others focus on homeless prevention through crisis assistance to address eviction notices, disconnect notices, food and clothing assistance to help avoid displacement. For those experiencing homelessness, two emergency shelters are available with the capacity to assist chronically homeless, families with children, unaccompanied youth, veterans and victims of domestic abuse. Services offered in conjunction with shelter services include life skills coaching, transportation assistance, cooked meals, deposits, prescriptions and referrals to other human service agencies. Case management is a critical service offered to connect the homeless population with other services, some of which are listed above, available in the community to help meet their individual needs. While the City does not have a specific strategy to help individuals avoid becoming homeless upon discharge from mental health institutions or other types of facilities, the public services funding it allocates to Rowan Helping Ministries helps provide shelter and supportive services for the general homeless population where these individuals can receive other supportive services that may help them assimilate back into the community.

## Discussion

Although the City of Kannapolis does not provide direct funding for the homeless, the City of Concord do support organizations that do so through the grants we provide non-profit organizations for public service activities. In addition, the City has provided rehabilitated housing units for use as transitional housing. Most direct services to homeless and special needs individuals are done through partner organizations

## AP-75 Barriers to affordable housing -91.420, 91.220(j)

### Introduction

The City of Concord has identified several barriers that impede efforts to develop affordable housing or that make decent, safe, and sanitary housing unobtainable by lower income families in Concord and the HOME Consortium Service Area. Financial barriers to affordable housing exist for both homeowners and renters. Many low and moderate-income families do not have the funds needed for down payment and closing costs for the purchase of a home. The aforementioned barrier coupled with poor credit histories does not make acquiring a home easy. Many lower wealth families' incomes have not kept pace to the rising costs of owner-occupied and rental housing.

Many low and moderate-income households lack the homeownership education and job skills necessary to obtain adequate housing. In addition, first-time homebuyers may not fully understand the home buying and lending process, making them less willing or ready to enter into homeownership. For lower income renters, a lack of understanding concerning the laws and requirements of landlords and the rights to tenants can further act as a barrier.

Each HOME PJ must adopt affirmative marketing procedures and requirements for any housing with five or more HOME-assisted units. Affirmative marketing differs from general marketing activities because it specifically targets potential tenants and homebuyers who are least likely to apply for the housing, in order to make them aware of available affordable housing opportunities.

The City of Concord and HOME Consortium members understands that we have population that is in a greater disproportionate need. The Hispanic population is not only a growing population across the nation, but also in the HOME Consortium Service Area. The city has started the process of creating affordable housing brochures as well as the Annual Action Plan in Spanish. We are encouraging agencies to present the entire home education workshops in Spanish as well.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In an attempt to address the barriers to developing affordable housing, the City of Concord continues to create affordable housing. The land for the affordable housing development is purchased by the City with funding from approved public funds. Upon acquisition and installation of infrastructure, the City build or makes lots available for development. All submitted proposals are accepted based on a reasonable price per square foot and the contractor's ability to meet building specifications as required by the Requests for Proposal. The purchase of the land and installation of the infrastructure improvements increases the affordability of the lots, while reducing the cost to the homebuyer. As lots

are sold to eligible homebuyers, the lot cost is recaptured and used to fund future developments.

The HOME Consortium Service Area has many lower wealth residents that have the ability to afford a mortgage payment, but are unable to obtain the goal of homeownership because they cannot save sufficient funds to cover the down payment and closing costs, or they have credit issues that prevent them from obtaining loan approval. We will continue to partner with local non-profit agencies to provide homeownership counseling and educational workshops for prospective homebuyers. The City also recognizes the need for additional affordable rental units for lower wealth households and special needs populations. The City will continue its support of local housing initiatives by ensuring that diverse and affordable housing options are available. The City will also continue to partner with non-profit organizations and for-profit developers.

## Discussion

## AP-85 Other Actions - 91.420, 91.220(k)

### Introduction

Continue to provide low to moderate income home owners with a rehabilitation program that ensures that their homes are energy efficient, that they are suitable living environments, and remain affordable.

- Complete fifteen (15) overall home owner and elderly rehabilitations each year in the 2020 – 2024 Consolidated Plan.
- Provide Public Service funding to a variety of agencies.
- Reduce blight and dilapidated housing via acquisition and demolition.
- Provide urgent repairs to owner occupied homes when feasible
- Look at partnering with the private sector, non-profits, and public sector agencies to produce more affordable housing units.
- Invest in new multi-family units when possible - by providing gap funding.
- Continue to cultivate and build training capacity for CHDO's to build single-family homes for both renters and home buyers.
- Continue efforts to support the special needs population with both permanent and transitional housing.
- Continue partnering with the Continuum of Care.
- Continue partnering with the 10-year project to end homelessness.

### Actions planned to address obstacles to meeting underserved needs

In an attempt to address the barriers to developing affordable housing, the City of Concord and the HOME Consortium continues to create affordable housing and be an advocate for job training and job creation initiatives. Available substandard units and vacant lots are reasonably purchased by the City with funding from approved public funding. Upon acquisition and installation of infrastructure, the City builds or makes lots available to builders for development. All submitted proposals are accepted based on a reasonable price per square foot and the contractor's ability to meet building specifications as required by the Request for Proposal. Purchase of the land and improvements increase the affordability of the lots - in turn reducing the cost to the homebuyer. As each lot or home is sold to eligible homebuyers, the funds for the lot and the cost to build are recaptured and used to fund future developments.

The City of Concord will seek to partner with local non-profit agencies to provide homeownership counseling, homeownership education workshops, workforce development, and educational programs. The City expects that these types of partnerships will give low-moderate income families and individuals the opportunity to (1) understand the unique responsibilities of pre and post homeownership (2) prepare financially to purchase/maintain a home (3) gain the necessary direction to acquire living wage

skilled jobs (4) and obtain basic education needs.

Continue to provide low to moderate income home owners with a rehabilitation program that ensures that their homes are energy efficient, that they are suitable living environments, and remain affordable.

- Complete fifteen (15) overall home owner and elderly rehabilitations each year in the 2020 – 2024 Consolidated Plan.
- Provide Public Service funding to a variety of agencies.
- Reduce blight and dilapidated housing via acquisition and demolition.
- Enhance partnerships with service providers as well as leverage local City funds.
- Provide urgent repairs to owner occupied homes when feasible.
- Look at partnering with the private sector, non-profits, and public sector agencies to produce more affordable housing units.
- Invest in new multi-family units when possible - by providing gap funding.
- Continue to cultivate and build training capacity for CHDO's to build single-family homes for both renters and home buyers.
- Continue efforts to support the special needs population with both permanent and transitional housing.
- Continue partnering with the Continuum of Care.
- Continue partnering with the 10-year project to end homelessness.

### Actions planned to foster and maintain affordable housing

The City of Concord as well as the HOME Consortium intends to take the following actions to foster and maintain affordable housing:

1. Increase homeownership opportunities under programs that maximize HOME resources by providing funding for down payment assistance for first-time homebuyers and referring prospective homeowners to homeownership educational workshops.
2. Sustain housing for existing homeowners by providing both CDBG and HOME funds for owner-occupied rehabilitation
3. Increase homeownership opportunities under programs that maximize HOME and partnership with non-profit developers.
4. Provide funding for the acquisition of blighted, deteriorated, and dilapidated rental structures for

rehabilitation or demolition.

5. Provide HOME funding for multi-family homeownership and rental purchase/new construction
6. Help broker information and refer residents to the necessary resources to help residents seek economic opportunities through youth development programs, job training programs, housing education programs, and personal budget classes.

### Actions planned to reduce lead-based paint hazards

Over the next year the Local County Health Departments will continue its efforts to monitor the health and safety risks created by lead-based paint. The Health Department will continue to administer the Lead Poisoning Prevention Program. The Lead Poisoning Prevention Program is targeted to children birth to 6 years of age and provides screening for elevated blood lead. The program also educates parents on how to prevent lead poisoning in their child. Older children are screened if lead poisoning is found in younger siblings or close contacts. There are no charges for lab services/consultation for this service at the respective County Health Departments. In addition, through the Residential Rehabilitation program, the City will continue to conduct lead testing on homes constructed before 1978. If lead-based paint is found, and if economically feasible, the lead will be removed or encapsulated. All contractors must have the proper lead certifications. Lead based paint brochures are also provided to applicants applying for rehabilitation assistance

### Actions planned to reduce the number of poverty-level families

Concord housing programs inherently address poverty by creating housing opportunities for low income households. Without these housing opportunities many low-income households would not be able to afford housing rehabilitation costs or to purchase a home. Furthermore, funding through the CDBG Public Service line item allows transitional housing providers such as the Cooperative Christian Ministries to assist those families and individuals who normally reside in impoverished conditions. They are able to do so through job training and educational programs. The strategy is to find suitable employment for people, thus reducing the number of those in poverty.

### Actions planned to develop institutional structure

The City of Concord will continue to provide program delivery services through the process established for administering the HOME and CDBG federal funds. Nonprofit agencies are helpful to the City of Concord's institutional structure. Agencies such as: Habitat for Humanity, Concord Housing Department, Concord Family Enrichment Association, Piedmont Regional CoC, Cooperative Christian Ministries, Salvation Army, and United Way are only some of the valuable non-profits that the City relies on within its delivery structure.

There are several city departments/divisions that assist in carrying out the Community Development's

Housing activities. These include, but are not limited to the Planning and Neighborhood Development Department, Engineering Division, and the GIS Department. Cabarrus County government is also a partner in the city's community development activity. They assist with the Continuum of Care and the Homeless programs.

The Planning and Neighborhood Development Department has primarily worked with three (3) CHDO's through the HOME Consortium over the past five (5) years, but staff intends on pursuing other non-profits to serve as additional resources in housing delivery. Staff also works with a variety of sub-recipients who utilize the Public Service dollars. These non-profits provide programs that assist with education, crisis assistance, workforce development, domestic violence treatment, and small business counseling.

Staff also anticipates that we will be partnering with private industry over the next five (5) years. We understand that in order to continue our level of service amidst the current economic conditions – partnerships are paramount

**Actions planned to enhance coordination between public and private housing and social service agencies**

During the next year, we will continue to collaborate with the local organizations in an effort to stay abreast of emerging issues and trends. We intend to continue attending meetings and to actively serve on many of the housing and human services committees. This will allow the City to provide a broad-based community development plan with constant updates of goals and objectives.

**Discussion**

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	2,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	2,000

#### Other CDBG Requirements

1. The amount of urgent need activities	80,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%

#### HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Local jurisdictions will be providing general funding investments in HOME projects and activities to help satisfy match requirements. The North Carolina Housing Finance Agency in partnership with

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eligible HOME Consortium Members will provides up to \$15,000 in down payment assistance while also providing funding from their Urgent Repair Program to qualified buyers.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In accordance with the applicable homebuyer recapture/resale provision outlined in 24 CFR Part 92.254, City of Concord has adopted the recapture provision. Concord and HOME consortium members provides direct HOME subsidy, on a pro-rata basis, to eligible homebuyers, which includes down payment assistance and closing costs. The HOME Consortium provides HOME funds to its CHDO's to develop affordable housing. HOME Consortium CHDO's have adopted the HOME recapture provision.

All CHDO's, sub-recipients and all entities who administer HOME programs will follow recapture provisions that have been adopted by the City of Concord and HOME Consortium. The City requires the recapture of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period.

Net sales proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage, sales commission, the original homebuyer's down payment and the cost of any property improvements made by the original homebuyer. To the extent that net proceeds are available at closing, all of the HOME funds are due and payable. In the event of foreclosure, the Lender may not require the Borrower to repay an amount greater than the net proceeds available after the foreclosure sale. The recapture provision is enforced through execution of a Declaration of Deed Restrictions, which identifies the period of affordability, primary residency requirement, and term and conditions required when using the recapture provision.

Homebuyer assistance may be used for down payment assistance and/or principal mortgage reduction via Secondary Mortgage. Borrower's income cannot exceed 80% of the area median income adjusted by family size as published annually for the Charlotte, NC MSA. Maximum loan amounts of up to \$7,500 is available for Concord. Loans will be amortized over a five-year period at 0% interest. If the property is disposed voluntary, involuntary or is in default, the percentage for repayment is based on the actual year.

Assistance provided to nonprofit agencies through the CDBG Program will be secured with a sub-recipient agreement/contract. Should the agency fail to comply with program rules, the assistance

will be recaptured.

Recaptured HOME funds by Community Housing Development Organizations (CHDO), on behalf of the HOME Consortium, are not considered to be CHDO proceeds but shall be used by the CHDO's to provide affordable housing in the HOME Consortium Service Area.

Recaptured HOME funds provided by an agency other than a CHDO, will be recaptured by City of Concord to be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations, in the same manner as program income.

The recapture provision will ensure that each HOME assisted unit will remain affordable for a period of time determined by the recapture schedule below, established in accordance with 24 CFR 92.254(a)(4):

HOME Funds Provided and the Period of Affordability is:

Less than \$15,000 is 5 years, \$15,000 to \$40,000 is 10 years, more than \$40,000 is 15 years, and New Construction is 20 years

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Housing Rehabilitation Assistance will be offered to persons/families with incomes up to but not greater than 80% of the area median income adjusted by family size and as published annually for the Charlotte, NC MSA. For households with incomes less than 50% of the area median income, a deferred loan will be offered up to 95 percent of house equity for rehabilitation assistance. For households with incomes up to 80 percent of the median area income, loans are repaid at 50 percent repayment with a 2 percent interest loan depending on household income. Deferred loans are forgiven at a rate of 10% each year. In no case, may the assistance exceed 95 percent of the available equity in the home.

Assistance provided to nonprofit agencies through the CDBG Program will be secured with a sub-recipient agreement/contract. Should the agency fail to comply with program rules, the assistance will be recaptured.

Recaptured HOME funds by Community Housing Development Organizations (CHDO), on behalf of HOME Consortium, are not considered to be CHDO proceeds but shall be used by the CHDO's to provide affordable housing in the HOME Consortium Area.

Recaptured HOME funds provided by an agency other than a CHDO, will be recaptured by City of

Concord to be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations, in the same manner as program income.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Concord does not have existing debt.





Petition for Closure of Right-of-Way

(Type or print in black ink)

Applicant: Joseph Maizonet Date: 3/31/2022
Applicant's address: 29 Hawthorne Street SW, Concord, NC 28027

Applicant's telephone: Home: 24-735-8123 Work: Marline Maizonet: 941-258-8085

Location of right-of-way proposed for closure (name, paved, unpaved, etc.):
Wooded alley behind Lots 42, 43, 44, 45 also known as 29 Hawthorne Street SW, Concord, NC 28027
Please reference recent survey enclosed reflecting points L1, L2, L3 on the survey A.K.A "the alley".

List all adjoining property owners, other than applicant (use additional page, if necessary):

Name: Carolina Oil Company of Concord Inc. Name: Joseph Maizonet
Address: 400 Old Charlotte Rd SW Address: 29 Hawthorne Street SW
Concord, NC 28027 Concord, NC 28027
Name: Mailing: PO Box 5010 Name: Mailing: 2134 Holden Avenue SW
Address: Concord, NC 28027 Address: Concord, NC 28025

Reason for Petition for Closure of Right-of-Way: The area on the survey described as "Proposed Alleyway Abandonment" has become overrun with shrub and trees, specifically, Chinese Wisteria. This has been eroding my lot and posing a risk of landslide. I propose to abandon "the alley" so I can attempt to stabilize the land/cliff from the lower elevation to stabilize the land and beautify the area in the process. I am a good property owner and having legal access to the area would allow me to do more with an otherwise unkept area.

Signature(s) of applicant(s): Joseph Maizonet Date: 3/31/2022
Marline Maizonet Date: 3/31/2022

- Required Attachments/Submittals:
1. Legal petition (boundary description)
2. Tax map with subject right-of-way delineated
3. Filing fee (check payable to City of Concord) - see the Official Fee Schedule for the applicable fee.
4. Cabarrus County Land Records print-out of names and addresses of all immediately adjacent

Please submit this application to the Planning & Neighborhood Development Department

Staff Use Only:
Fee: \$300.00 Received by: Monterai Adams Date: 4/8/22

Planning & Neighborhood Development
35 Cabarrus Avenue W • P. O. Box 308 • Concord, NC 28025
Phone (704) 920-5152 • Fax (704) 920-6962 • www.concordnc.gov



400 OLD CHARL

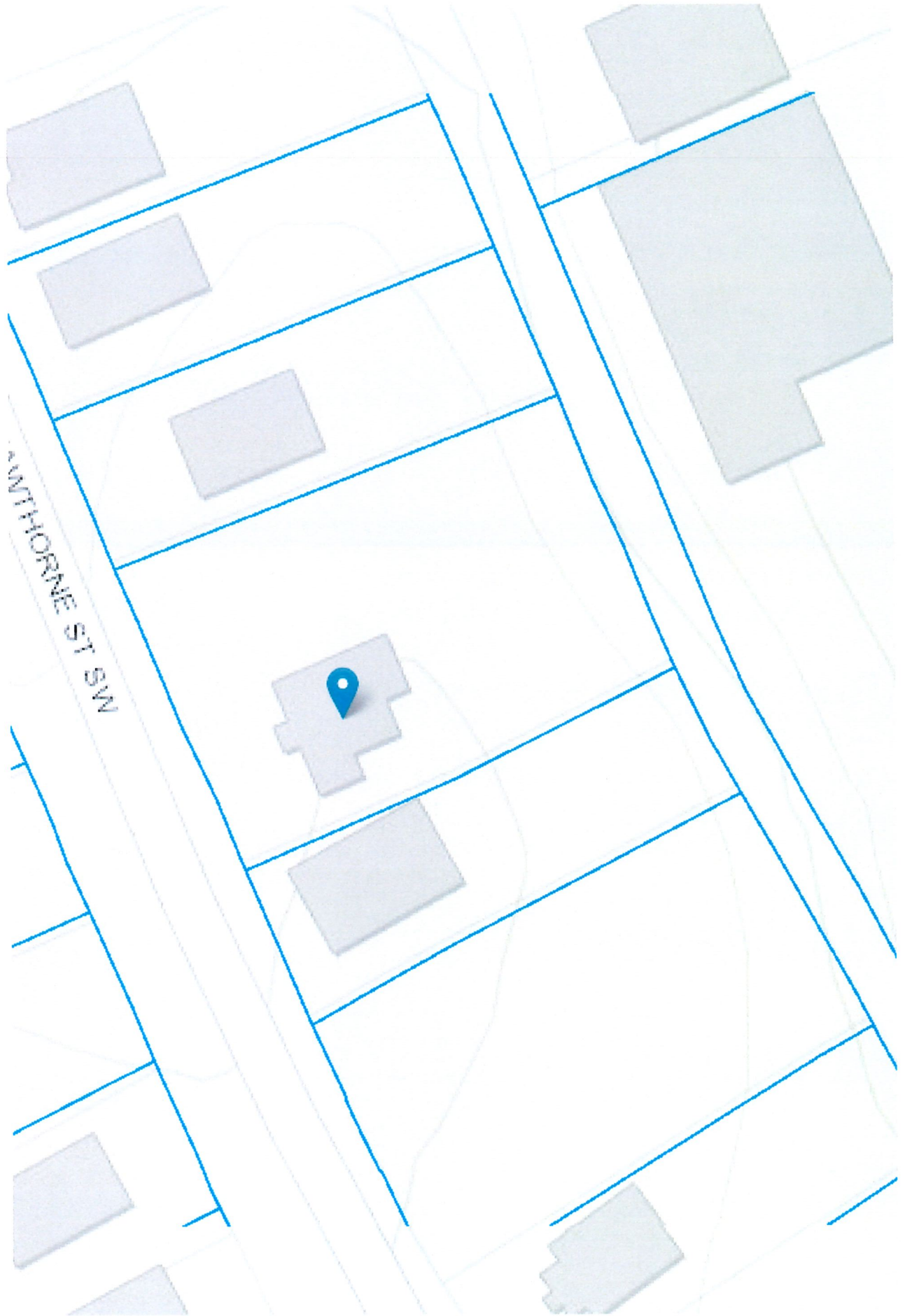
400 Old Charlotte Road SW

Proposed Abandoned Alley

29 Hawthorne

HAWTHORNE ST SW

Lat: 35.39920627027667 Lon: -80.5935631283037



Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

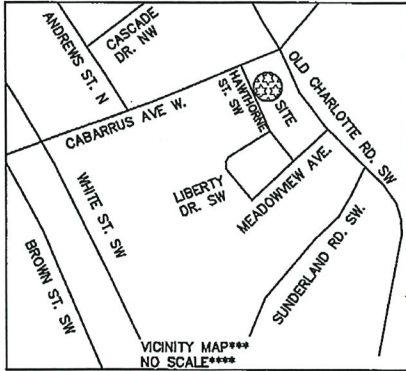
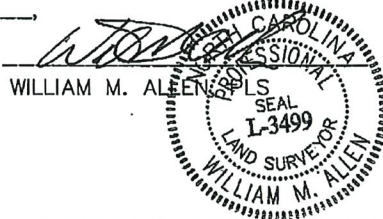
Physical Address:	29 HAWTHORNE ST SW CONCORD NC 28027	PIN14:	56205309270000
Account Name 1:	MAIZONET JOSEPH RICHARD	Account Name 2:	MAIZONET MARLINE WF
Mailing Address:	2134 HOLDEN AVE SW	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28025
Property Real ID:	11-003 -0074.00	Plat Book:	00001
Plat Page:	00073	Land Units:	1
Units Type:	LT	Land Value:	LT
Building Value:	55490	OBXF Value:	3600
Assessed Value:	77090	Market Value:	77090
Sale Year:	2019	Sale Month:	4
Sale Price:	75000	Deed Book:	13446
Deed Page:	0242	Fire District:	
Zoning:	RV	Elementary School:	Wolf Meadow ES
Middle School:	Harold E Winkler MS	High School:	Jay M Robinson HS
Precinct Name:	undefined	Legal Description:	LTS 42-45 CITY VIEW BLK A
Floodway:	No	100 Yr Flood:	No
500 Yr Flood:	No	Watershed	undefined
FIRM Panel Number	5620		



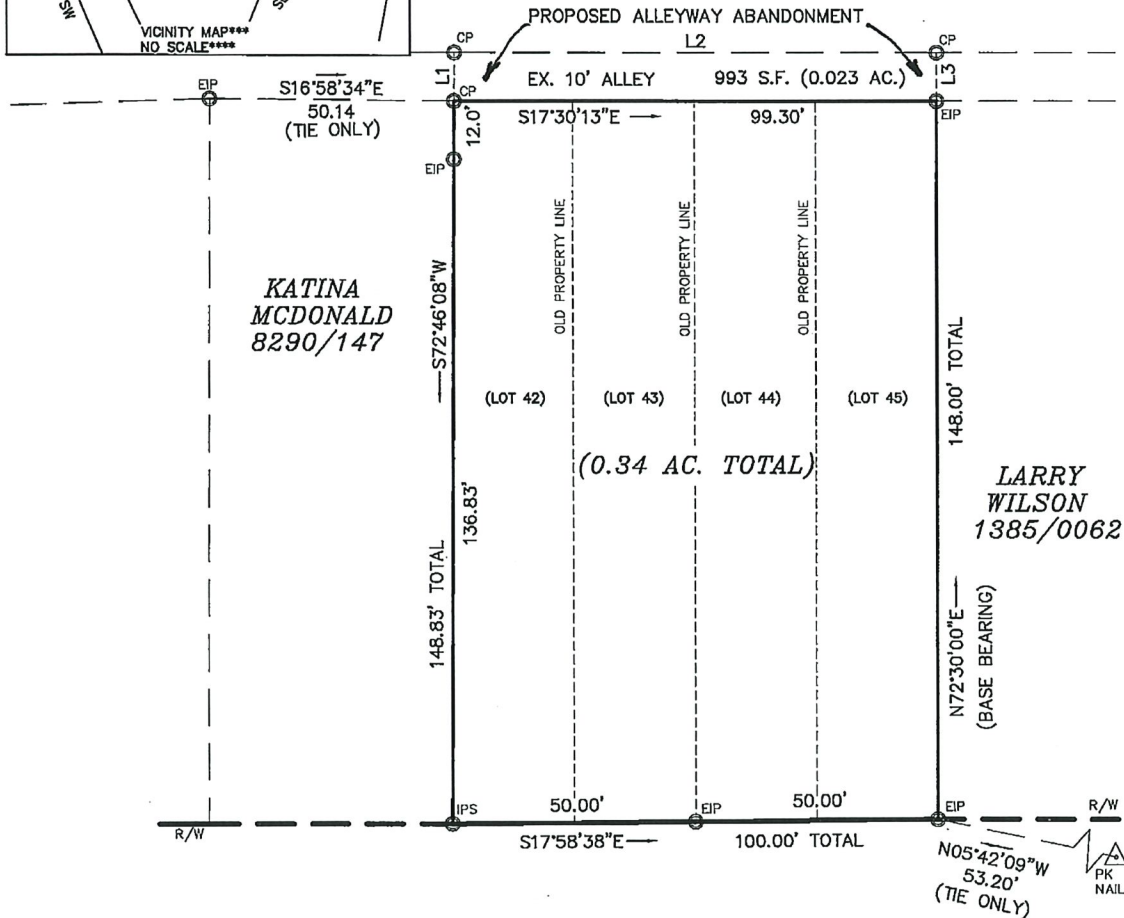
# DAS DON ALLEN & ASSOCIATES, P. A.

"Since 1971"  
 Commercial \* Residential \* Mortgage Surveys \* Multi-Family  
 Construction Staking \* Subdivision Design \* Topographical  
 131 Crosslake Park Drive - Suite 102 \* Mooresville \* NC \* 28117  
 (704) 664-7029 (704) 664-8041 Fax

I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 13446, page 0242, and/or plat book 1, page 73, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C. my hand and seal on the 21, day of MARCH, A.D. 20 22.

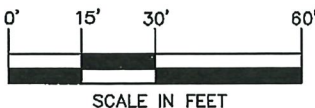


LINE TABLE		
LINE	BEARING	LENGTH
L1	S 72°46'08" W	10.00'
L2	N 17°30'13" W	99.25'
L3	N 72°30'00" E	10.00'



- LEGEND**
- ⊙ = P.P. = POWER POLE
  - CP = COMPUTED POINT
  - E.I.P. = EXISTING IRON FOUND
  - I.P.S. = #4 REBAR SET
  - R/W = RIGHT-OF-WAY

- NOTES**
- 1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
  - 2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
  - 3) UNDERGROUND POWER
  - 4) NO GRID MONUMENT FOUND WITHIN 2000 FEET.
  - 5) SETBACKS ARE PER ZONING PROPERTY ZONED CONCORD RV. VERIFY SETBACKS PRIOR TO ANY CONSTRUCTION



SCALE 1" = 30'

ACQUIRED BY:

JOSEPH & MARLINE MAIZONET

FIELD BOOK: N/A  
 FILE: CITY VIEW 42-45.DWG  
 DC FILE:  
 TAX MAP NO: 5820530927

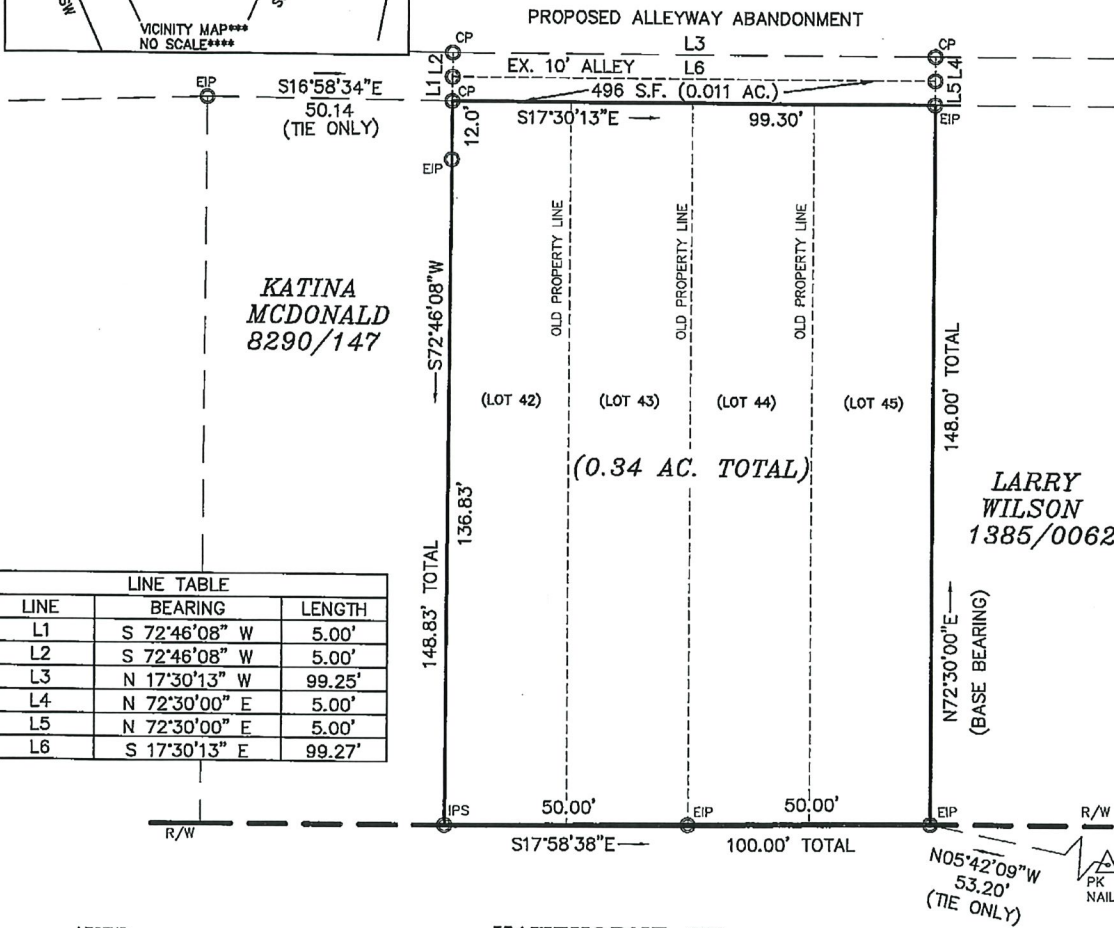
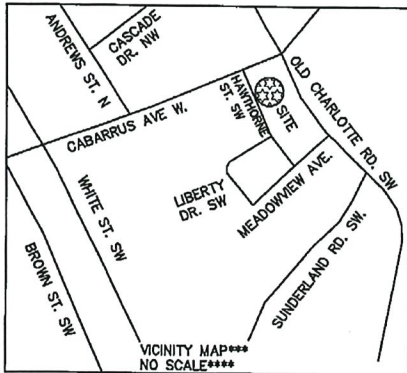
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*William M. Allen*  
 WILLIAM M. ALLEN  
 NORTH CAROLINA  
 PROFESSIONAL  
 SEAL  
 L-3499  
 LAND SURVEYOR  
 WILLIAM M. ALLEN



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 72°46'08" W	5.00'
L2	S 72°46'08" W	5.00'
L3	N 17°30'13" W	99.25'
L4	N 72°30'00" E	5.00'
L5	N 72°30'00" E	5.00'
L6	S 17°30'13" E	99.27'

- LEGEND
- ⊙ = P.P. = POWER POLE
  - CP = COMPUTED POINT
  - E.I.P. = EXISTING IRON FOUND
  - I.P.S. = #4 REBAR SET
  - R/W = RIGHT-OF-WAY



## BOUNDARY SURVEY

OF  
 29 HAWTHORNE ST. SW  
 LOTS 42-45 CITY VIEW BLOCK A

SCALE 1" = 30'  
 ACQUIRED BY: JOSEPH & MARLINE MAISONET

- NOTES
- 1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
  - 2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
  - 3) UNDERGROUND POWER
  - 4) NO GRID MONUMENT FOUND WITHIN 2000 FEET.
  - 5) SETBACKS ARE PER ZONING PROPERTY ZONED CONCORD RV VERIFY SETBACKS PRIOR TO ANY CONSTRUCTION

FIELD BOOK: N/A  
 FILE: CITY VIEW 42-45.DWG  
 DC FILE:  
 TAX MAP NO: 5820530927

Point of Beginning (POB) E 1525144.9, N 603986.8

Edge Table

Edge	Bearing & Distance
E1	N17°30'13"W for 99.3'
E2	N72°46'08"E for 10'
E3	S17°30'13"E for 99.25'
E4	S72°30'00"W for 10'







THIS MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

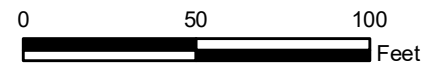
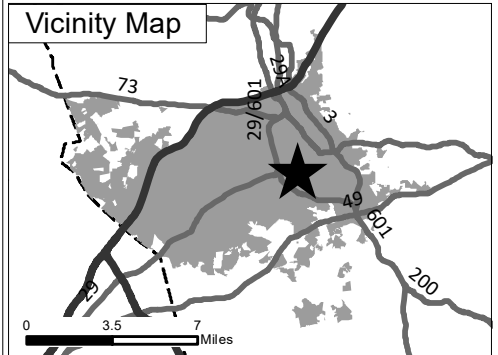


**Proposed Alleyway Abandonment at 29 Hawthorne St SW**

**Concord, NC**

**Legend**

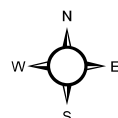
-  Proposed Alleyway Abandonment Area
-  Addresses
-  Street Centerline
-  Parcel Boundaries



1 inch = 55 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

Map prepared by City of Concord Planning & Neighborhood Development Department



**MEETING DATE:**

July 14, 2022

**Note:** The subject parcels were approved as part of a conditional district rezoning (MX-CC2) in 2007 for a mixed-use development with a master site plan and development standards. The 2007 approval documents have been included for reference. The entire site must be rezoned so that there is no conflict between the approved master plan and a new plan for a portion of the parcel. For this reason, the applicant has requested two (2) zoning districts. Initially the I-1-CD zoning classification was requested, which left a small portion as MX-CC2. Staff advised the applicant that the entire area zoned under the master plan must be rezoned. In order to design their site as planned and accommodate the requirement, the area not within the planned boundaries of the industrial site is proposed to be zoned C-2 (General Commercial).

The Planning and Zoning Commission heard rezoning case Z(CD)-07-21 at their April 19th, 2022 public hearing and acted to deny the request. In accordance with Concord Development Ordinance section 3.2.4-B “The Commission may grant final approval of a zoning map amendment by a vote of at least three-fourths (3/4) of the members of the Commission present and not excused from voting. If the approval is by a vote of less than three-fourths, or if the Commission renders a recommendation of denial, the request shall be forwarded to the City Council for hearing at their next available meeting and the City Council shall have the authority to make a final decision on the zoning map amendment.”

According to the application, an office, warehouse, distribution and light industrial business park are the possible uses for the I-1-CD (Light Industrial Conditional District) portion of the development. The site plan depicts two industrial structures (+/- 240,500sf and 178,500sf). One building (Building A) fronts on Hwy 73 and the second structure (Building B) abuts I-85. Building “B” has primary access on Hwy 73 and Building “A” provides access to Hwy 73 via a private drive which connects to Rhylna PL. NW. Internal connectivity is provided but it is by means of emergency fire access only. A majority of the eastern property line provides a 50ft wide Type D buffer as well as a commitment to preserving trees larger than 8in in caliper, if possible.

No plans have been provided for the area proposed for C-2 (General Commercial). This would be a straight rezoning and all uses permitted in the C-2 (General Commercial) zoning district would be permitted. This property is directly adjacent to other parcels that are zoned C-2 (General Commercial).

The full staff report packet provided to the Planning & Zoning Commission has been provided herein.

**Planning and Zoning Commission Items of Concern**

- Traffic impact on Hwy 73
- Internal street network connectivity
- Buffering between the area proposed for industrial zoning and the adjacent residential
- Development related truck access/flow relative to the northwestern entrance

**Statement of Consistency Approved by Planning and Zoning:**

- The subject property is located on the north side of Davidson Highway (also referred to as Highway 73), just east of the I-85 interchange, is +/- 54.8519 acres, and is currently vacant.
- The subject property was voluntarily annexed on December 31, 1995 and on April 17, 2007 the property was rezoned to MX-CC2. The rezoning included a site plan, technical standards, and architectural renderings/illustrations for the proposed development.
- The proposed I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial) zoning classifications are considered corresponding to the 2030 Land Use Plan's Industrial/Employment land use category. The proposal meets the intent of the Industrial/Employment (IE) Future Land Use category by developing an industrial use suited for additional industrial development due to the presence of infrastructure and access to transportation routes, such as major highways and railroads. Furthermore, Industrial Uses such as the International Business Park and other industrial uses have already developed in close proximity.
- The zoning amendment is reasonable and in the public interest as the petition proposes an Industrial Use in close proximity to I-85 where most tractor trailer traffic will be routed to and from, minimizing the impact on traffic along Highway 73, and allows the property to develop as an Industrial Use which is consistent with the area.

**Conditions Provided by the Applicant (I-1-CD Property Only):** Substantial compliance with the "Hwy 73 Industrial" Rezoning Plans, sheets RZ-1 and RZ- 2 revised 04/13/22, "North Elevation – Building A, and South Elevation Building A and East & West Elevation, Building A" dated March 21, 2022, also "South Elevation Building B, North Elevation Building B, and East & West Elevation Building B", dated March 11, 2022.

1. All uses permitted in the I-1 Zoning District as outlined in the City of Concord CDO shall be permitted excluding those listed below:
  - a. Agricultural Uses
  - b. Resource Extraction Uses
  - c. Educational Uses
  - d. Government Facilities
  - e. Passenger Terminals
  - f. Indoor Recreation Uses
  - g. Outdoor Recreation Uses
  - h. Retail Sales and Services
  - i. Vehicle Sales and Service
  - j. Commercial Parking as a Principle Use
  - k. Heavy Industrial Uses
  - l. Self-Service Storage

2. A 50' buffer will be placed along the east property boundary, which adjoins the Cambridge Commons neighborhood, with any existing vegetation 8 inches in diameter or greater shall be preserved to the greatest extent possible. Prior to any land disturbing activities on the site, the developer will meet with the City Arborist or authorized designee to tag all trees 8" or greater and to establish limits of disturbance along the eastern property line.
3. A maximum of two principle buildings may be developed on the site, with a maximum Gross Floor Area of 419,000 square feet.
4. The maximum height of any building constructed on the site shall be 50 feet as measured under the Concord Development Ordinance (C.D.O.). For each foot of height over 35 feet, two (2) additional feet of setback shall be provided when abutting residentially zoned property in accordance with Article 7.11.9.I of the C.D.O.
5. All rooftop and above-ground mechanicals shall be screened from view to the greatest extent possible, considering the existing grade relative to the existing grades surrounding the property. This may be achieved through parapets on buildings, other structural screening, and/or landscaping.
6. A 4' tall black powder-coated aluminum decorative fence with evergreen shrubs planted 5' O.C. on the street-side of the fence will be installed between the street yard and parking lot yard.
7. Compliance with all minimum requirements relative to landscaping, stormwater, transportation, and Fire protection; and
8. Technical site review and approval plan shall be required.
9. The subject plan is not designed to preliminary plat or technical site plan standards and therefore, any intended or perceived deviation from technical standards resulting from the somewhat conceptual nature of the plan shall not constitute approval to deviate from, or negate, technical standards within the Concord Development Ordinance, Technical Standards Manual, or any other regulatory document.



**DATE:** April 19<sup>th</sup>, 2022

**DESCRIPTION:** Zoning Map Amendment from City of Concord MX-CC2 (Mixed Use - Commercial Center Large District) to C-2 and I-1-CD (General Commercial and Light Industrial Conditional District)

**CASE NUMBER:** Z (CD)-07-21

**APPLICANTS** Tyler Jones, Robinson Weeks Partners

**LOCATION:** 4208 and 4515 Davidson Hwy

**PARCEL PIN:** PINs 5601-77-8447, 5601-88-8181, 5601-87-9077 and 5601-87-7425

**AREA:** +/-54.8519 Acres

**ZONING:** MX-CC2 (Mixed Use-Commercial Center Large)

**REPORT PREPARED BY:** Kristen Boyd-Sullivan, Senior Planner

**BACKGROUND**

The subject property is located on the north side of Davidson Highway (also referred to as Highway 73), just east of the I-85 interchange, and is +/- 54.8519 acres. It lies along the Highway 73 Corridor, at the northeast corner of International Drive and Highway 73. The International Business Park is located in close proximity to the southwest, as well as I-85, which also borders the projects' northern boundary. The property is currently vacant.

**HISTORY**

The subject property was annexed into the City on June 30, 1992 as part of a City initiated annexation. After annexation, the property was administratively zoned a combination of Residential Medium and High Density (R-3 and R-4). After the adoption of the Concord Development Ordinance in 2000, the R-3 and R-4 zonings became RC and RV zoning, which is their functional equivalent. A portion of the property was rezoned to Conditional Use Light Industrial (CUI-1) at some point after 1995, however the staff could not locate background information on that zoning case.

On August 21, 2007, a rezoning request from CUI-1 (Light Industrial Conditional Use), RV (Residential Village) and RC (Residential Compact) to Mixed Use – Commercial Center Large (MX-CC2) was approved by the Planning and Zoning Commission (Case Z(CD)-33-07). The approved plan proposed a mixed-use development comprised of approximately 250,000 square feet

of office and 250,000 square feet of commercial uses. Due to the economic climate following the approval of the 2007 rezoning to MX-CC2, the proposed development was never constructed.

The previously approved site plan, conditions and design standards are included with this staff report.

#### **SUMMARY OF REQUEST**

The applicant is requesting a rezoning of the subject property from Mixed-Use Commercial Center Large (MX-CC2) to Light Industrial Conditional District (I-1-CD) and General Commercial (C-2) for a proposed Industrial Development (on 49.8510 Acres), and 5.0009 acres designated for a General Commercial (C-2) parcel. There are no proposed plans for the proposed C-2 parcel at this time, and since the C-2 parcel is not a conditional district, any uses allowed in the C-2 zoning district would be permitted if the rezoning is approved. Any development of the site would be required to meet all applicable standards of the CDO as well as the Technical Standards Manual.

As part of the conditional district rezoning, a detailed site plan, elevations, list of prohibited uses as well as development conditions have been provided for the I-1-CD portion. According to the applicant, an office, warehouse, distribution and light industrial business park are the possible uses for the development. These uses are all permissible within the I-1 zoning district. However, if the applicant does decide to move forward with warehousing and distribution as previously indicated, a Special Use Permit would be required. Warehouse and distribution facilities are only permitted within I-1 zoning classifications with the issuance of a Special Use Permit from the Planning and Zoning Commission. It should be noted that the City has received an application for a Special Use Permit for the portion of the subject site requested for I1-CD zoning, including a site plan and elevations that adhere to the current zoning petition. The Special Use Permit public hearing cannot be heard until after a rezoning to I-1 becomes effective. It is possible that a Special Use Permit could be heard, if the rezoning is approved and becomes effective by then next Planning and Zoning Commission meeting in May. However, the applicant has not officially indicated whether they intend to move forward with the Special Use Permit request, delay it, or withdraw the petition.

#### **SITE DETAILS**

As depicted on the submitted site plan, two (2) Industrial Buildings, Building A (+/- 178,500 sq. ft.) and Building B (+/- 240,500 sq. ft.), associated parking, loading areas, two (2) amenity areas, and landscape buffers are proposed for the I-1-CD portion of the project. The site has quite a bit of topography which will result in the front building (Building “B”) sitting approximately 15-20’ below the elevation of Hwy 73, as well as the single-family neighborhood to the east (Cambridge Commons). Therefore, parking areas and internal roads will be less visible, and noise as well as ambient light may be lessened by the lower elevation. The second building at the back of the site (Building “A”), will sit at a higher elevation, with more visibility from I-85 than Hwy 73. The building is oriented toward the northwest portion of the site, further from the adjacent residential uses. A stream with undisturbed buffers provides additional buffering and separation from the front of the site along Hwy 73.

As this is a conditional rezoning request, the applicant is proposing additional enhancements for the project. The previous approval included a condition to provide a 50’ Class “D” buffer along the property boundary shared with Cambridge Commons. This condition has been modified to include all vegetation 8” in caliper or greater within the 50’ buffer to be preserved where indicated on the plan. The condition further states that the developer will meet with the City Arborist (or



authorized designee) to tag all trees 8” in caliper or greater in these buffer areas and to establish limits of disturbance for the east perimeter. There are two (2) areas within the 50’ Type D buffer where grading may interfere with this condition, and these two areas are depicted on the accompanied site plan. As requested by staff, a section drawing illustrating the proposed Type D buffer between the proposed development and the Cambridge Commons Subdivision is provided on the site plan. Existing vegetation that does not meet the requirements for a Type D buffer will be supplemented with evergreen trees and shrubs.

In addition to the standard parking lot and street yard requirements along Hwy 73, a 4’ tall black powder-coated aluminum decorative fence with evergreen shrubs planted 5’ O.C. on the street-side of the fence will be installed between the street yard and parking lot yard. Two (2) employee amenity areas are depicted on the plans, which include, at a minimum, benches and picnic tables. The development also preserves a good amount of open space, although not required for Industrial Zoning. Maximum impervious area for I-1 zoning is 80%, while the proposed impervious area for this development is shown as 42.8%, almost half of what is allowable.

### **ELEVATIONS**

The submitted elevations which accompany this staff report specify primarily tilt-up scored concrete in contrasting vertical pattern along the front facades, metal panel accents, metal awnings, glass windows and doors at the main entrances of the two buildings. All elevations meet the C.D.O. standards as required in Article 7.11. The proposed buildings are proposed to be a maximum of 50’ in height, while the maximum building height in I-1 allows up to 72 feet.

### **TRAFFIC MITIGATION**

Traffic continues to be a concern with residents and commuters who travel Highway 73, and was also brought up at the neighborhood meeting. The TIA has been approved by Transportation for the Industrial portion only. According to the “Transportation Mitigation Agreement” as part of the Traffic Impact Analysis, improvements include:

- Construct a southbound right-turn lane with 150 of storage on Rhylna Place/International Drive.
- Construct/stripe the southbound approach of Westgate Circle to contain a single ingress lane, a single egress lane, stop control and a 100-internally protected stem. Construct a westbound right-turn lane with 100 feet of storage.

Phase II, which includes the development of the C-2 parcel, will require a separate approval at the time of development, and will require the Phase II mitigation requirements to be completed at that time. It is not clear if Hwy 73 will be widened in these areas to accommodate the any turn lanes, however, any improvements are required to meet all NCDOT and City technical requirements. Westgate Circle will be a full movement intersection with a stop sign, not a traffic signal. As discussed with previous rezoning proposals off of Highway 73, the NCDOT widening project schedule appears to be quite fluid, and there does not appear to be a definite start date for any future widening, so it is imperative that this project does not impede traffic any further.

### **NEIGHBORHOOD MEETING**

As required per the C.D.O., the applicant chose to hold a neighborhood meeting via ZOOM on Tuesday, November 30, 2021 at 6:30 p.m. According to the applicant, five (5) representatives from the developer were in attendance, with seven (7) attendees not associated with the development team. Two (2) of the attendees posed questions/concerns regarding the landscape buffer (or lack thereof) between the proposed development and the Cambridge Commons Subdivision, as well as traffic concerns. The primary concern of one of the attendees was the potential for noise from

tractor trailers, and lights, and general overall buffering between this proposed use and the residential homes to the east. Concerns around traffic included the question about an additional traffic signal for the second (easterly) entrance.

Existing Zoning and Land Uses					
Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses Within 500 Feet	
Residential Village (RV), Residential Compact (RC), Conditional Use Light Industrial (CU-I1)	North	General Commercial (C-2)	Vacant	North	Interstate Highway 85
	East	Residential Compact (RC), Residential Village (RV)		East	Single Family Detached Residential
	South	General Commercial (C-2), General Commercial Conditional District (C-2-CD) Residential Village (RV), Planned Unit Development (PUD), Conditional Use Residential Compact (CU-RC)		South	Multi-family, Townhomes, Mobile Homes, Large Lot Single Family Residential
	West	General Commercial (C-2)		West	Commercial

**COMPLIANCE WITH 2030 LAND USE PLAN**

The 2030 Land Use Plan (LUP) designates the subject property as a “Industrial Employment” for which the I-1 (Light Industrial) and C-2 (General Commercial) are listed as corresponding zoning districts to the Land Use Category.

**Industrial/Employment Land Use Category Details:**

*The intent of the Industrial/Employment (IE) Future Land Use category is to identify those areas that have either already developed as industrial or are suited for additional industrial development due to the presence of infrastructure and access to transportation routes, such as major highways and railroads. These industrial areas should be preserved for employment uses to generate jobs for the community.*

*Industrial uses have already developed in several areas throughout the community, most of which are light industrial in function and impact. The 2030 Plan identifies the need to protect industrial lands, and to encourage additional growth in industrial/employment uses in designated areas,*

particularly around Concord Regional Airport, and along I-85 between Pitts School Road and Rocky River. Additionally, some light industrial/employment uses are encouraged to locate in Mixed-Use Districts, depending upon their intensity, as identified earlier in this section.

**Industrial/Employment Land Use Plan detail and guidance includes:**

**5.2 (General Guidance)**

*Providing adequate infrastructure and services for residents and businesses, both now and in the future. In addition to adequate transportation infrastructure, development requires utilities, stormwater facilities and a variety of services to function properly. As the City grows, it must coordinate the expansion of its infrastructure and services with growth in ways that maintain adequate levels of service for existing and new development in a fiscally sustainable manner.*

**Policy Guidance for Objective 1.2:**

- **Future Land Use Map Amendments:** Prior to amending the Future Land Use Map, make findings that the proposed amendment will:
  - Be consistent with the Plan goals and objectives;
  - Be compatible with future land uses for surrounding areas;
  - Not create a shortage of any category of residential or non-residential land; and
  - Enhance the overall quality of life in the community.

**Objective 1.3:** *Ensure that the Future Land Use Map allows sufficient development opportunities to meet existing and projected needs for residential, commercial, industrial and other land uses.*

**Objective 1.4:** *Protect existing and future industrial sites from encroachment of development that would limit their intended uses.*

**Policy Guidance for Objective 1.4:**

- **Adjacent Development:** *Ensure that adjacent development and street networks are designed to safely and compatibly accommodate planned industrial uses and resulting traffic.*
- **Site Development:** *Limit non-industrial uses to those that are accessory to existing uses or uses to be developed concurrently with the accessory uses.*

**Goal 4:** *Ensure compatibility between neighboring land uses.*

**Objective 4.1:** *Use a combination of land use transitions, intensity gradients, buffering and design to ensure that land use transitions are compatible.*

**Objective 4.2:** *Ensure that industrial and commercial developments are designed to limit encroachment of incompatible traffic, noise, odors and lighting into nearby residential areas.*

## SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is located on the north side of Davidson Highway (also referred to as Highway 73), just east of the I-85 interchange, is +/- 54.8519 acres, and is currently vacant.
- The subject property was voluntarily annexed on December 31, 1995 and on April 17, 2007 the property was rezoned to MX-CC2. The rezoning included a site plan, technical standards, and architectural renderings/illustrations for the proposed development.
- The proposed I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial) zoning classifications are considered corresponding to the 2030 Land Use Plan's Industrial/Employment land use category. The proposal meets the intent of the Industrial/Employment (IE) Future Land Use category by developing an industrial use suited for additional industrial development due to the presence of infrastructure and access to transportation routes, such as major highways and railroads. Furthermore, Industrial Uses such as the International Business Park and other industrial uses have already developed in close proximity.
- The zoning amendment is reasonable and in the public interest as the petition proposes an Industrial Use in close proximity to I-85 where most tractor trailer traffic will be routed to and from, minimizing the impact on traffic along Highway 73, and allows the property to develop as an Industrial Use which is consistent with the area.

## SUGGESTED RECOMMENDATION AND CONDITIONS

The Planning Staff finds the request consistent with the 2030 Land Use Plan. The plan also meets/exceeds the requirements of the Concord Development Ordinance. As this petition is a conditional district request, the Commission, should they decide to approve the request, may, according to Section 3.2.8.E of the CDO, suggest **“reasonable additional conditions or augment those already provided with the petition, but only those conditions mutually agreed upon by the petitioner and the Commission or Council may be incorporated into the approval. Any such condition should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, storm water drainage, the provision of open space and other matters that the Commission or Council may find appropriate.”**

The petitioner has consented to the following conditions (which apply only to the I-1-CD Parcel and not the C-2 Parcel):

1. Substantial compliance with the “Hwy 73 Industrial” Rezoning Plans, sheets RZ-1 and RZ-2 revised 04/13/22, “North Elevation – Building A, and South Elevation Building A and East & West Elevation, Building A” dated March 21, 2022, also “South Elevation Building B, North Elevation Building B, and East & West Elevation Building B”, dated March 11, 2022.
2. All uses permitted in the I-1 Zoning District as outlined in the City of Concord CDO shall be permitted excluding those listed below:
  - a. Agricultural Uses

- b. Resource Extraction Uses
  - c. Educational Uses
  - d. Government Facilities
  - e. Passenger Terminals
  - f. Indoor Recreation Uses
  - g. Outdoor Recreation Uses
  - h. Retail Sales and Services
  - i. Vehicle Sales and Service
  - j. Commercial Parking as a Principle Use
  - k. Heavy Industrial Uses
  - l. Self-Service Storage
3. A 50' buffer will be placed along the east property boundary, which adjoins the Cambridge Commons neighborhood, with any existing vegetation 8 inches in diameter or greater shall be preserved to the greatest extent possible. Prior to any land disturbing activities on the site, the developer will meet with the City Arborist or authorized designee to tag all trees 8" or greater and to establish limits of disturbance along the eastern property line.
  4. A maximum of two principle buildings may be developed on the site, with a maximum Gross Floor Area of 419,000 square feet.
  5. The maximum height of any building constructed on the site shall be 50 feet as measured under the Concord Development Ordinance (C.D.O.). For each foot of height over 35 feet, two (2) additional feet of setback shall be provided when abutting residentially zoned property in accordance with Article 7.11.9. of the C.D.O.
  6. All rooftop and above-ground mechanicals shall be screened from view to the greatest extent possible, considering the existing grade relative to the existing grades surrounding the property. This may be achieved through parapets on buildings, other structural screening, and/or landscaping.
  7. A 4' tall black powder-coated aluminum decorative fence with evergreen shrubs planted 5' O.C. on the street-side of the fence will be installed between the street yard and parking lot yard.
  8. Compliance with all minimum requirements relative to landscaping, stormwater, transportation, and Fire protection; and
  9. Technical site review and approval plan shall be required.
  10. The subject plan is not designed to preliminary plat or technical site plan standards and therefore, any intended or perceived deviation from technical standards resulting from the somewhat conceptual nature of the plan shall not constitute approval to deviate from, or negate, technical standards within the Concord Development Ordinance, Technical Standards Manual, or any other regulatory document.

**PROCEDURAL CONSIDERATIONS**

This particular case is a rezoning to a conditional district, which under the CDO, is “legislative” in nature. Legislative hearings DO NOT require the swearing or affirming of witnesses prior to testimony at the public hearing.

AMENDED APPLICATION (CN – RZC – 2021-00004)  
(Please type or print)

Applicant Name, Address, Telephone Number and email address: \_\_\_\_\_

Robinson Weeks Partners, c/o Tyler Jones; 3350 Riverwood Parkway, Suite 700,

Atlanta, GA 30339; 678-303-0167; Tyler@robinsonweeks.com

Owner Name, Address, Telephone Number: \_\_\_\_\_

See Exhibit A attached hereto

Project Location/Address: 4208 Davidson Highway

P.I.N.: 5601888181, 5601879077, 5601877425 and 5601778447

Area of Subject Property (acres or square feet): +/- 54.8519 acres (See survey/legal descriptions)

Lot Width: +/- See the survey Lot Depth: +/- See the survey

Current Zoning Classification: MX-CC2

Proposed Zoning Classification: I-1 (CD) and C-2 (See attached legal descriptions)

Existing Land Use: Vacant and residential

Future Land Use Designation: Industrial/Employment per the 2030 Land Use Plan

Surrounding Land Use: North Interstate 85 South Single family/townhomes

East Single family residential West Commercial & I-85

Reason for request: To accommodate an office, warehouse, distribution and light industrial business park that would contain a maximum of 500,000 square feet of gross floor area on that portion of the site requested to be rezoned to the I-1 (CD) zoning district, and uses allowed in the C-2 zoning district on that portion of the site requested to be rezoned to the C-2 zoning district.

Has a pre-application meeting been held with a staff member? Yes

Staff member signature: [Signature] Date: multiple

Planning & Neighborhood Development  
35 Cabarrus Ave W • P. O. Box 308 • Concord, NC 28025  
Phone 704-920-5152 • Fax 704-920-6962 • www.concordnc.gov

**THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY**

(Please type or print)

1. List the Use(s) Proposed in the Project:

An office, warehouse, distribution and light industrial business park that would contain a maximum of 500,000 square feet of gross floor area on that portion of the site requested to be rezoned to the I-1 (CD) zoning district (See the Rezoning Plan for permitted and prohibited uses). Uses allowed in the C-2 zoning district on that portion of the site requested to be rezoned to the C-2 zoning district.

2. List the Condition(s) you are offering as part of this project. Be specific with each description. (You may attach other sheets of paper as needed to supplement the information):

Conditions on the Rezoning Plan for the I-1 (CD) portion of the site include the following: (1) A maximum of 500,000 square feet of gross floor area; and (2) the maximum building height shall be 50 feet as measured under the Ordinance.

There are no conditions being offered with respect to that portion of the site requested to be rezoned to the C-2 zoning district, since this is not a conditional rezoning request.

I make this request for Conditional district zoning voluntarily. The uses and conditions described above are offered of my own free will. I understand and acknowledge that if the property in question is rezoned as requested to a Conditional District the property will be perpetually bound to the use(s) specifically authorized and subject to such conditions as are imposed, unless subsequently amended as provided under the City of Concord Development Ordinance (CDO). All affected property owners (or agents) must sign the application.

See Attached Signature Page  
 Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

See Attached Signature Page  
 Signature of Owner(s) \_\_\_\_\_ Date \_\_\_\_\_



**Certification**

*I hereby acknowledge and say that the information contained herein and herewith is true, and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Development Services Department.*

Property Owners

**Parcel Identification Nos. 5601879077, 5601877425 and 56011778447**

**AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited partnership**

By: AAC Concord I Limited Partnership  
By: AAC Concord Development GP, LLC

By: 

Name: Paul L. Herndon

Title: Vice President

Date: September 14, 2021

~~**Parcel Identification No. 5601888181**~~

~~**SHOFFNER DEVELOPMENT, LLC**~~

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

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_, 2021~~

Applicant

~~**ROBINSON WEEKS PARTNERS**~~

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

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_, 2021~~

**Certification**

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~~Parcel Identification Nos. 5601879077, 5601877425 and 56011778447~~

~~AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited partnership~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_, 2021~~

Parcel Identification No. 5601888181

SHOFFNER DEVELOPMENT, LLC

By:   
Name: Jodee Shoffner  
Title: Manager

Date: 9/13/2021

Applicant

~~ROBINSON WEEKS PARTNERS~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_, 2021~~

**Certification**

*I hereby acknowledge and say that the information contained herein and herewith is true, and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Development Services Department.*

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~~**AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited partnership**~~

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

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_, 2021~~

~~**Parcel Identification No. 5601888181**~~

~~**SHOFFNER DEVELOPMENT, LLC**~~

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

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_, 2021~~

Applicant

**ROBINSON WEEKS PARTNERS**

By: Tyler Jones

Name: Tyler Jones

Title: Senior VP

Date: September 7, 2021

**Exhibit A to Application for Zoning Map Amendment**  
**Filed by Robinson Weeks Partners**

**Property Owners Information**

**Parcel Identification Nos. 5601879077, 5601877425 and 5601778447**

AAC/Shoffner Development Limited Partnership, a NC limited partnership  
Attention: Paul Herndon  
5950 Fairview Road, Suite 800  
Charlotte, NC 28210

Phone: 704-295-4000

Email: pherndon@aacusa.com

**Parcel Identification No. 5601888181**

Shoffner Development, LLC  
Attention: Kelsey Pierce  
PO Box 600  
Morris, OK 74445

Phone: 918-599-7755

Email: kpierce@barberbartz.com

**Applicant**

Robinson Weeks Partners  
Attention: Tyler Jones  
3350 Riverwood Parkway, Suite 700  
Atlanta, GA 30339

Phone: 404-987-2445

Email: tyler@robinsonweeks.com

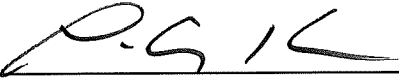
**Signatures of Property Owners to Application for Zoning Map Amendment Filed by  
Robinson Weeks Partners**

**Parcel Identification Nos. 5601879077, 5601877425 and 5601778447**

**AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited partnership**

**By: AAC Concord I Limited Partnership, its general partner**

**By: AAC Concord Development GP, LLC, its general partner**

By:   
\_\_\_\_\_  
**Name: Paul L. Herndon**  
**Title: Vice President**

**Date: September 14, 2021**

~~**Parcel Identification No. 5601888181**~~

~~**SHOFFNER DEVELOPMENT, LLC**~~

~~**By: \_\_\_\_\_**~~

~~**Name: \_\_\_\_\_**~~

~~**Title: \_\_\_\_\_**~~

~~**Date: \_\_\_\_\_, 2021**~~

**Signatures of Property Owners to Application for Zoning Map Amendment Filed by  
Robinson Weeks Partners**

**Parcel Identification Nos. 5601879077, 5601877425 and 5601778447**

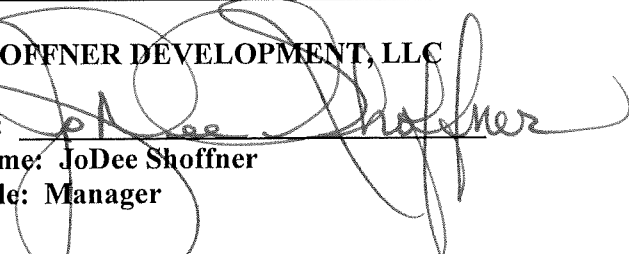
**AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited  
partnership**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

**Parcel Identification No. 5601888181**


**SHOFFNER DEVELOPMENT, LLC**

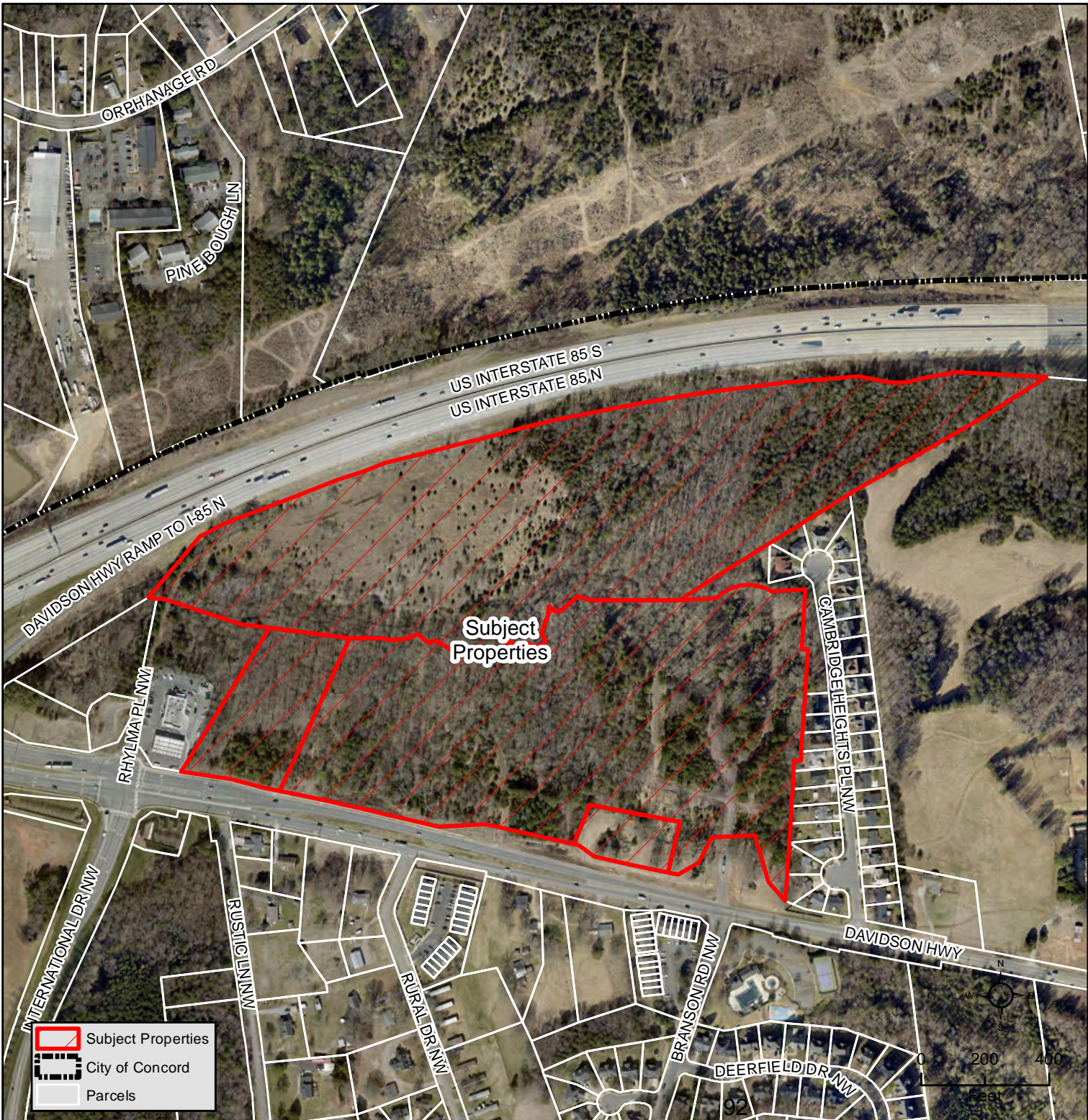
By:   
Name: JoDee Shoffner  
Title: Manager

Date: 9/13/2021

**Signature of Applicant to Application for Zoning Map Amendment**  
**Filed by Robinson Weeks Partners**

**ROBINSON WEEKS PARTNERS**

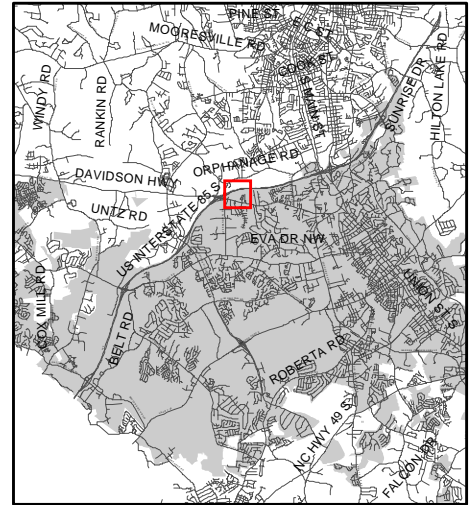
By:   
Name: Tyler Jones  
Title: Senior VP  
Date: September 7, 2021



**Z(CD)-07-21  
AERIAL**

**Application for  
Zoning Map Amendment  
MX-CC2  
(Mixed-Use Commercial Center Large)  
to  
C-2 (General Commercial)  
& I-1-CD (Light Industrial  
Conditional District)**

4208 Davidson Hwy  
PIN's: 5601-88-8181, 5601-87-9077,  
5601-87-7425, 5601-77-8447

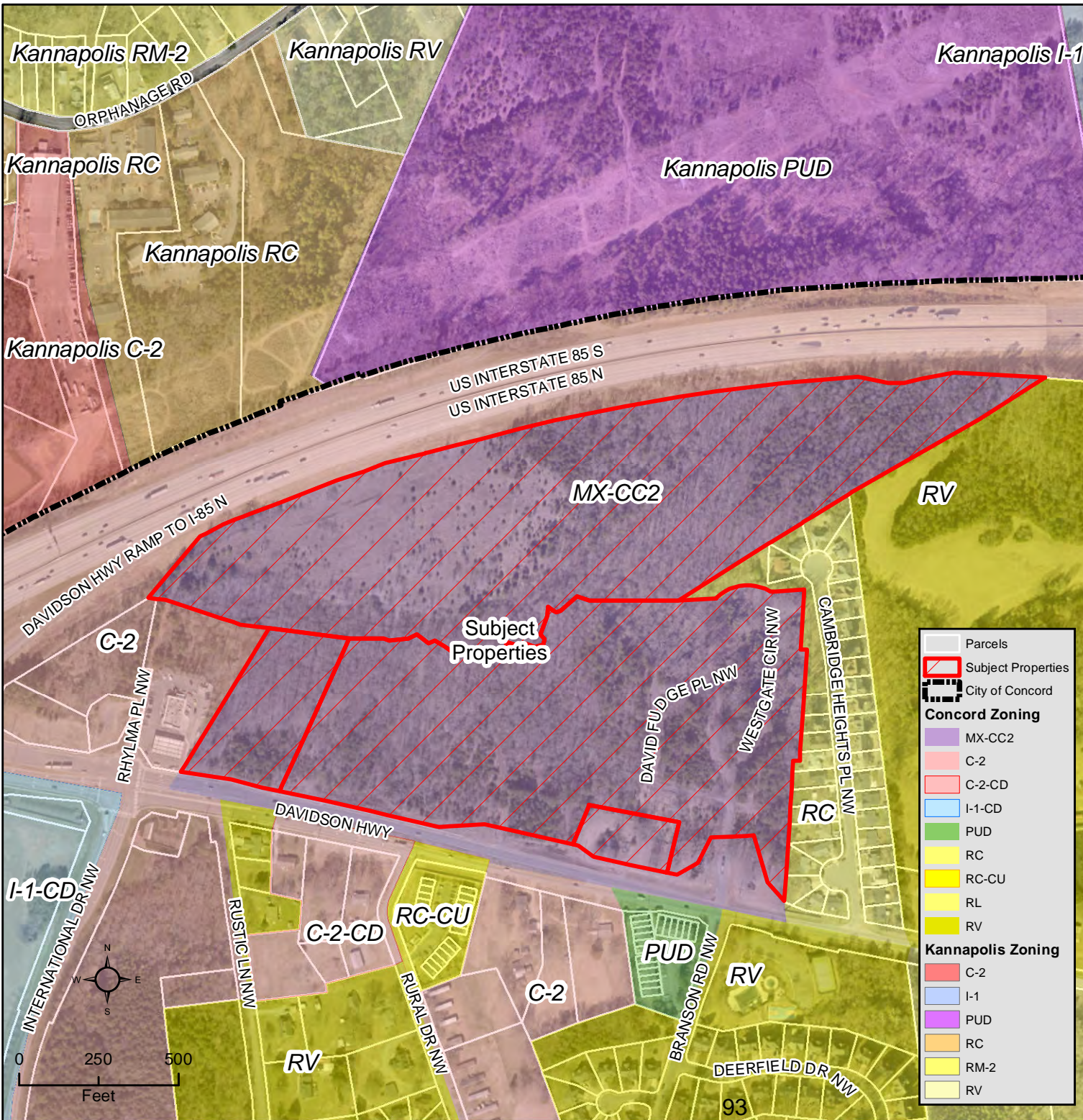


Source: City of Concord  
Planning Department

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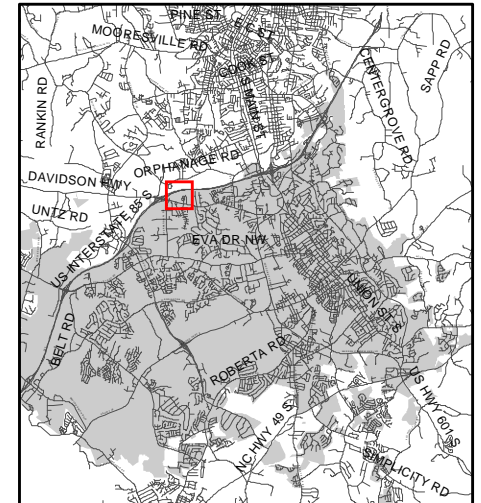


**Z(CD)-07-21  
ZONING**

**Application for  
Zoning Map Amendment  
MX-CC2  
(Mixed-Use Commercial Center Large)**

**to  
C-2 (Light Commercial  
and Office District)  
I-1(CD)**

2050 Kannapolis Hwy  
PIN: 5612-91-1305



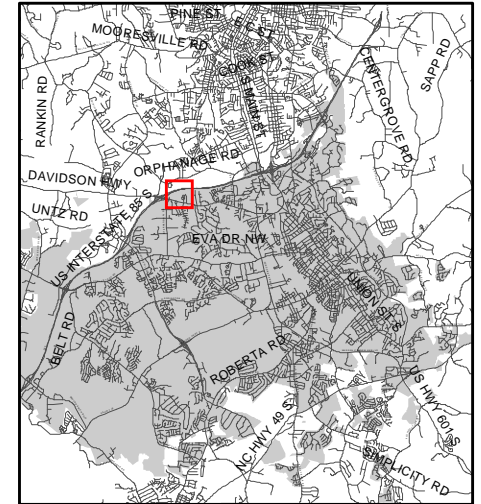
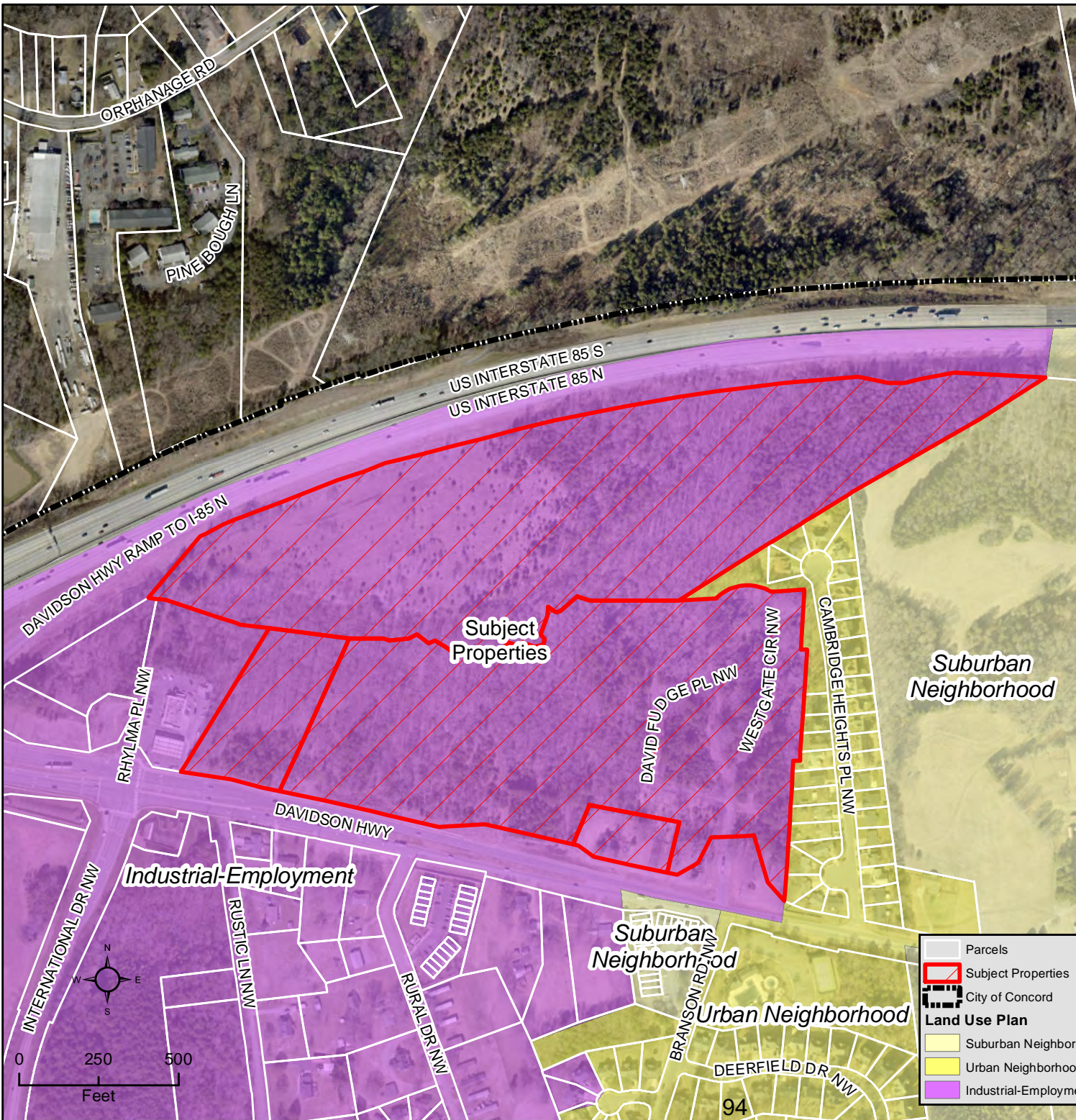
Source: City of Concord  
Planning Department

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**Z(CD)-07-21  
LAND USE PLAN**

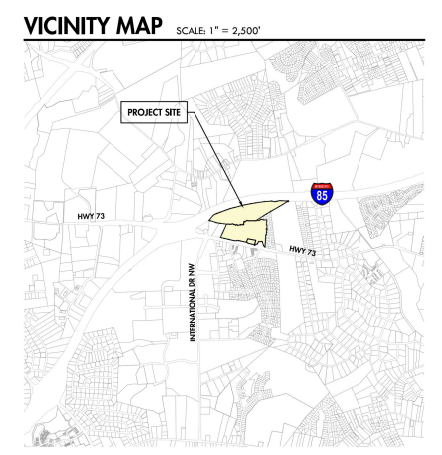
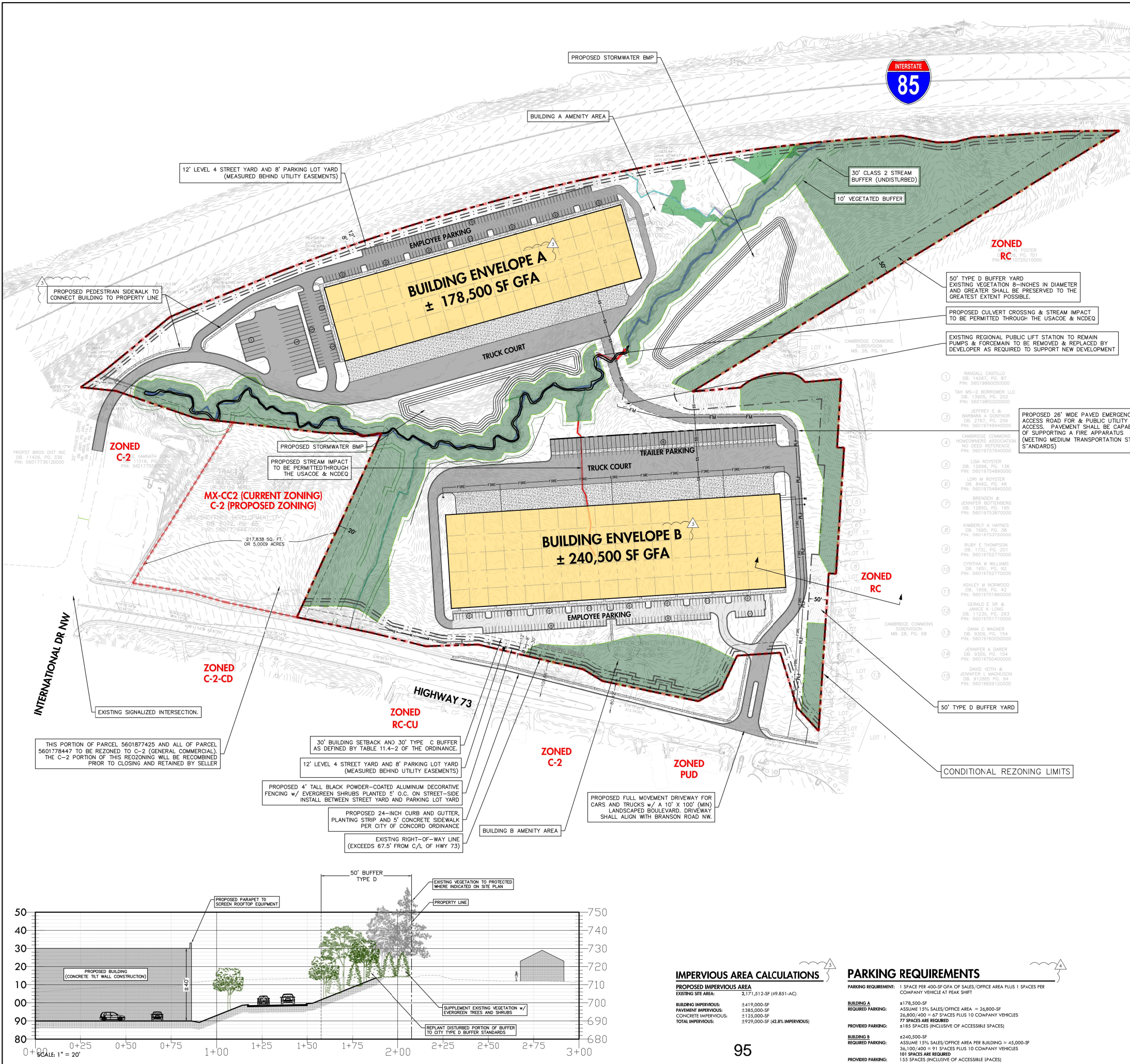
**Application for  
Zoning Map Amendment  
MX-CC2  
(Mixed-Use Commercial Center Large)  
to  
C-2 (Light Commercial  
and Office District)  
I-1(CD)  
2050 Kannapolis Hwy  
PIN: 5612-91-1305**



Source: City of Concord  
Planning Department

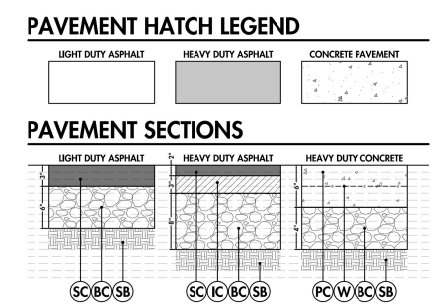
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### SITE DEVELOPMENT TABLE

PROJECT NAME:	HWY 73 INDUSTRIAL
PETITION NO.:	CN-RZC-2021-00004
PETITIONER:	ROBINSON WEEKS PARTNERS
PLANS PREPARED BY:	OAK ENGINEERING, PLLC
ACREAGE:	±45.85 ACRES
TAX PARCEL NUMBERS:	5601888181, 5601879077, 5601877425 & 5601778447
CURRENT ZONING:	MX-CC2 (MIXED-USE COMMERCIAL CENTER LARGE)
PROPOSED ZONING:	I-1 CD (LIGHT INDUSTRIAL); ALL OF PARCELS 5601888181 & 5601879077 AND PART OF 5601877425 C-2 (COMMERCIAL); ALL OF PARCEL 5601778447 AND PART OF 5601877425
EXISTING USE:	VACANT
PROPOSED LAND USE:	REFER TO SECTION 2. OF THE DEVELOPMENT STANDARDS
MAXIMUM GFA:	± 419,000 SF
MAXIMUM HEIGHT:	50' (ADDITIONAL SETBACKS AS DEFINED IN ARTICLE 7.11.9 SHALL APPLY)
PARKING:	AS REQUIRED BY THE ORDINANCE FOR THE PERMITTED USES
JURISDICTION:	CITY OF CONCORD
WATERSHED DISTRICT:	NONE
FEMA INFORMATION:	MAP NO. 3710560100K MAP DATES: 11/16/2018 FLOOD ZONE: X

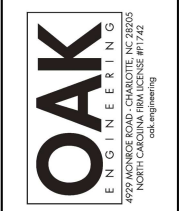


### NOTES:

- THE PROPOSED SITE IMPROVEMENTS ARE SUBJECT TO JURISDICTIONAL STREAMS AND ASSOCIATED STREAM BUFFERS IN ACCORDANCE WITH ARTICLE 4 - SECTION 4.3 OF THE CITY OF CONCORD DEVELOPMENT ORDINANCE. ANY STREAM OR WETLAND IMPACTS MUST BE PERMITTED IN ACCORDANCE WITH ARTICLE 4 - SECTION 4.3.

DENOTES AREAS WHERE NATURAL VEGETATION WILL BE PRESERVED OR REPLANTED (AREAS WITH LANDSCAPE BUFFERS SHALL BE REPLANTED TO REFLECT EXISTING DENSITY/OPAQITY OR TO TYPE D BUFFER YARD REQUIREMENTS, WHICHEVER IS GREATER)

SCALE: 1" = 100'  
 NORTH ARROW



# HIGHWAY 73 INDUSTRIAL

REZONING PETITION  
 CONCORD, NORTH CAROLINA  
 ROBINSON WEEKS PARTNERS  
**REZONING PLAN**

REVISIONS:  
 1. 08/18/21 - CITY STAFF COMMENTS  
 2. 07/23/22 - CITY STAFF COMMENTS  
 3. 07/10/22 - CITY STAFF COMMENTS  
 4. 04/13/22 - CITY STAFF COMMENTS

ENGINEER: CITY  
 DRAWN BY: EBT  
 CHECKED BY: LJB  
 PROJECT #: 021.011  
 SHEET  
**RZ-1**  
 SHEET 1 OF 2

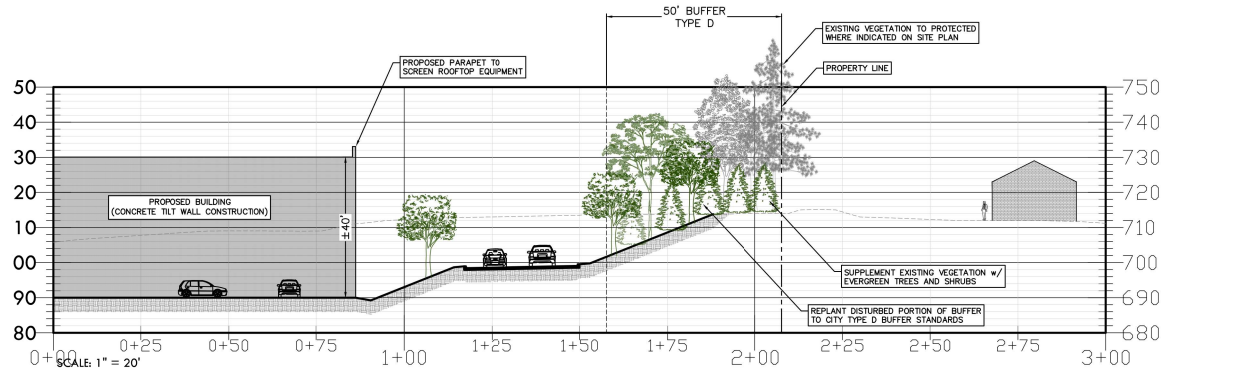
### IMPERVIOUS AREA CALCULATIONS

PROPOSED IMPERVIOUS AREA	2,171,512-SF (49.851-AC)
EXISTING SITE AREA:	
BUILDING IMPERVIOUS:	2,419,000-SF
PAVEMENT IMPERVIOUS:	3,985,000-SF
CONCRETE IMPERVIOUS:	3,125,000-SF
TOTAL IMPERVIOUS:	2,929,000-SF (42.8% IMPERVIOUS)

### PARKING REQUIREMENTS

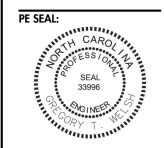
PARKING REQUIREMENT: 1 SPACE PER 400-SF GFA OF SALES/OFFICE AREA PLUS 1 SPACE PER COMPANY VEHICLE AT PEAK SHIFT

BUILDING A	±178,500-SF	ASSUME 15% SALES/OFFICE AREA = 26,800-SF
REQUIRED PARKING:	26,800/400 = 67 SPACES PLUS 10 COMPANY VEHICLES	77 SPACES ARE REQUIRED
PROVIDED PARKING:	4185 SPACES (INCLUSIVE OF ACCESSIBLE SPACES)	
BUILDING B	±240,500-SF	ASSUME 15% SALES/OFFICE AREA PER BUILDING = 45,000-SF
REQUIRED PARKING:	36,100/400 = 91 SPACES PLUS 10 COMPANY VEHICLES	101 SPACES ARE REQUIRED
PROVIDED PARKING:	155 SPACES (INCLUSIVE OF ACCESSIBLE SPACES)	



<p style="text-align: center;"><b>DEVELOPMENT STANDARDS</b></p> <p style="text-align: center;">April 13, 2022</p> <p><b>1. GENERAL PROVISIONS</b></p> <p>A. These Development Standards form a part of the Rezoning Plan associated with the Application for Zoning Map Amendment filed by Robinson Weeks Partners (the "Applicant") for an approximately 49.85 acre site (excluding right of way) located on the north side of Highway 73 (Davidson Highway), east of the Highway 73 – Interstate 85 interchange, which site is more particularly depicted on the Rezoning Plan (hereinafter referred to as the "Site"). The Site is comprised of all of Parcel Nos. 5601888181 and 5601879077 and a portion of Parcel No. 5601877425.</p> <p>B. The development and use of the Site will be governed by the Rezoning Plan, these Development Standards and the applicable provisions of the Concord Development Ordinance (the "Ordinance").</p> <p>C. Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the I-1 zoning district shall govern all development taking place on the Site.</p> <p>D. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Site in accordance with the provisions of Article 3 of the Ordinance. Minor amendments to the Rezoning Plan are subject to Section 3.2.9.H of the Ordinance.</p> <p><b>2. PERMITTED USES/DEVELOPMENT LIMITATIONS</b></p> <p>A. Subject to the limitations set out below, the Site may be devoted to:</p> <p>(1) any use or uses permitted by right in the I-1 zoning district;</p> <p>(2) any use or uses permitted with supplemental regulations in the I-1 zoning district;</p> <p>(3) any special use or uses permitted in the I-1 zoning district upon the issuance of a special use permit in accordance with Article 6.2 of the Ordinance;</p> <p>(4) any special use or uses with supplemental regulations permitted in the I-1 zoning district upon the issuance of a special use permit in accordance with Article 6.2 of the Ordinance; and</p> <p>(5) any incidental or accessory uses associated with the uses set out above that are permitted under the Ordinance in the I-1 zoning district.</p> <p>B. Notwithstanding the terms of paragraph 2.A above, the uses set out below that are listed in the Table of Uses (Section 8.1.8 of the Ordinance) shall be prohibited on the Site.</p>	<p>(1) Agricultural uses.</p> <p>(2) Resource Extraction uses.</p> <p>(3) Educational uses.</p> <p>(4) Government Facilities.</p> <p>(5) Passenger Terminals.</p> <p>(6) Indoor Recreation uses.</p> <p>(7) Outdoor Recreation uses.</p> <p>(8) Retail Sales and Services.</p> <p>(9) Vehicle Sales and Service.</p> <p>(10) Commercial Parking as a Principal Use.</p> <p>(11) Heavy Industrial uses.</p> <p>(12) Self Service Storage.</p> <p>C. A maximum of two principal buildings may be developed on the Site.</p> <p>D. A total maximum of 419,000 square feet of gross floor area may be developed on the Site.</p> <p>E. There are two building envelopes depicted on the Rezoning Plan that are designated as Building Envelope A and Building Envelope B. Minor adjustments to the locations of these building envelopes shall be allowed during the permitting process.</p> <p>F. Each principal building constructed on the Site shall be located in one of the two building envelopes depicted on the Rezoning Plan.</p> <p>G. All rooftop and above-ground mechanical equipment shall be screened from view to the greatest extent possible, taking into account the existing grade relative to the existing grades surrounding the property. This may be achieved through parapets on buildings, other structural screening, and/or landscaping.</p> <p>H. A 4' tall black powder-coated aluminum fence with evergreen shrubs planted 5' O.C. on the street-side of the fence will be installed between the street yard and parking lot yard.</p> <p>I. Technical Site Plan approval required.</p> <p>J. Compliance with all minimum requirements relative to landscaping, stormwater, transportation, and fire protection.</p>	<p><b>3. TRANSPORTATION</b></p> <p>A. Vehicular access shall be as generally depicted on the Rezoning Plan. The placement and configuration of the access points are subject to any minor modifications required by the City of Concord and/or the North Carolina Department of Transportation ("NCDOT").</p> <p>B. The alignments of the internal drives and vehicular circulation areas may be modified by Applicant to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by the City of Concord and/or NCDOT.</p> <p>C. Internal sidewalks and pedestrian connections shall be provided on the Site as generally depicted on the Rezoning Plan.</p> <p>D. Off-street parking shall be provided on the Site in accordance with the requirements of the Ordinance.</p> <p>E. Curb, gutter and sidewalk shall be installed along the Site's frontage on Davidson Highway as generally depicted on the Rezoning Plan.</p> <p><b>4. DENSITY AND DIMENSIONAL STANDARDS/SETBACK</b></p> <p>A. The development of the Site shall comply with the density and dimensional standards set out in Table 7.6.2.A of the Ordinance.</p> <p>B. The development of the Site shall comply with the setback requirement set out in Table 7.6.2.B of the Ordinance.</p> <p><b>5. DESIGN STANDARDS</b></p> <p>A. The maximum height of any building constructed on the Site shall be 50 feet as measured under the Ordinance. For each foot of height over 35 feet, two (2) additional feet of setback shall be provided when abutting residentially zoned property in accordance with Article 7.11.9 of the Ordinance.</p> <p>B. The development of the Site shall comply with the Supplemental Design Standards and Requirements for Industrial Districts set out in Section 7.11 of the Ordinance.</p> <p><b>6. BUFFER YARDS</b></p> <p>A. Buffer yards shall be established on the Site as required by the Ordinance and as depicted on the Rezoning Plan.</p>	<p><b>7. AMENITY AREA</b></p> <p>A. An amenity area shall be provided on the Site in the location generally depicted on the Rezoning Plan, and this amenity area shall contain, at a minimum, benches and picnic tables.</p> <p><b>8. BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS</b></p> <p>A. If this Application for Zoning Map Amendment is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Applicant and the current and subsequent owners of the Site and their respective successors in interest and assigns.</p> <p>B. Throughout these Development Standards, the term "Applicant" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.</p> <p>C. Any reference to the Ordinance herein shall be deemed to refer to the requirements of the Ordinance in effect as of the date this Application for Zoning Map Amendment is approved.</p> <p><b>SUBSTANTIAL COMPLIANCE WITH THE "HWY 73 INDUSTRIAL" REZONING PLANS, SHEETS RZ-1 AND RZ-2 REVISED 04/13/22, "NORTH ELEVATION – BUILDING A, AND SOUTH ELEVATION BUILDING A AND EAST &amp; WEST ELEVATION, BUILDING A" DATED MARCH 21, 2022, ALSO "SOUTH ELEVATION BUILDING B, NORTH ELEVATION BUILDING B, AND EAST &amp; WEST ELEVATION BUILDING B", DATED MARCH 11, 2022.</b></p> <p><b>THE SUBJECT PLAN IS NOT DESIGNED TO PRELIMINARY PLAT OR TECHNICAL SITE PLAN STANDARDS AND THEREFORE, ANY INTENDED OR PERCEIVED DEVIATION FROM TECHNICAL STANDARDS RESULTING FROM THE SOMEWHAT CONCEPTUAL NATURE OF THE PLAN SHALL NOT CONSTITUTE APPROVAL TO DEVIATE FROM, OR NEGATE, TECHNICAL STANDARDS WITHIN THE CONCORD DEVELOPMENT ORDINANCE, TECHNICAL STANDARDS MANUAL OR ANY OTHER REGULATORY DOCUMENT.</b></p>
1382355v3	1382355v3 2	1382355v3 3	1382355v3 4

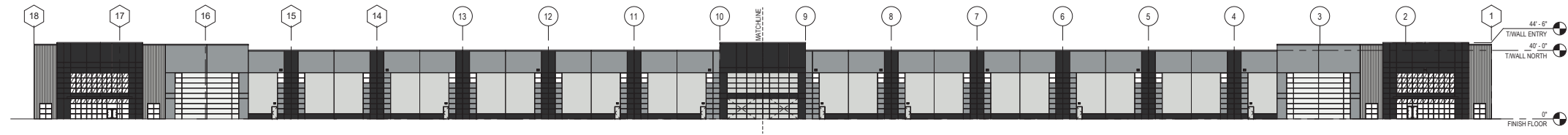
SEE 8 1/2" X 11" SHEETS AS PART OF STAFF REPORT FOR LEGIBILITY - TITLED "DEVELOPMENT STANDARDS"



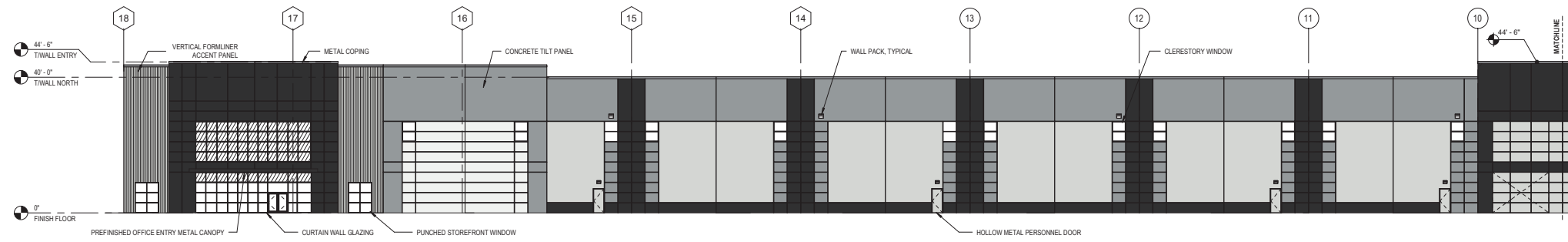
**HIGHWAY 73 INDUSTRIAL**  
REZONING PETITION  
CONCORD, NORTH CAROLINA  
ROBINSON WEEKS PARTNERS  
**DEVELOPMENT STANDARDS**

**REVISIONS:**  
1. 06/18/21 - CITY STAFF COMMENTS  
2. 07/23/22 - CITY STAFF COMMENTS  
3. 07/10/22 - CITY STAFF COMMENTS  
4. 04/13/22 - CITY STAFF COMMENTS

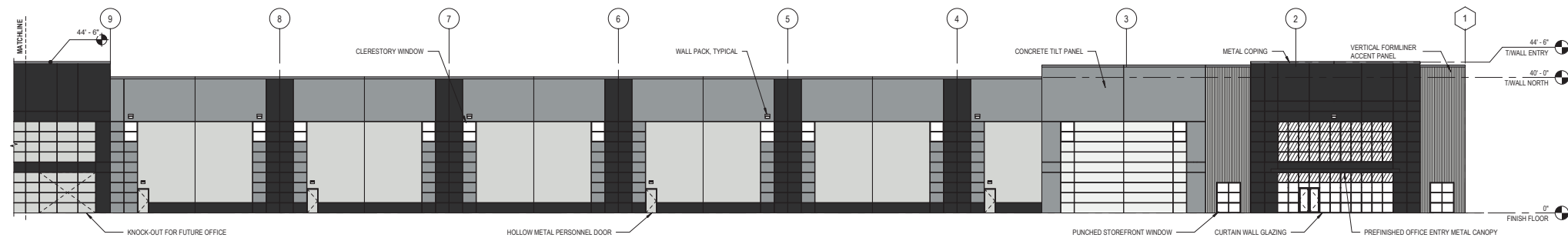
ENGINEER, CITY  
DRAWN BY: ERT  
CHECKED BY: LJB  
PROJECT #: 021.011  
SHEET  
**RZ-2**  
SHEET 2 OF 2



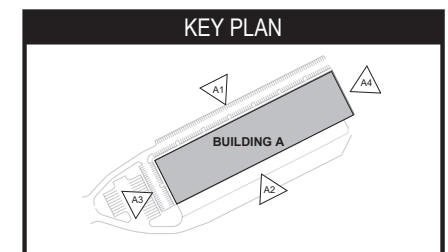
1 ELEVATION A1  
A-201 1" = 30'-0"



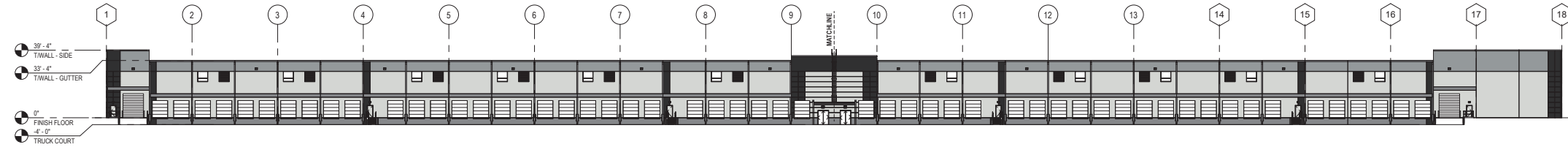
2 A1 NORTHEAST ELEVATION  
A-201 1/16" = 1'-0"



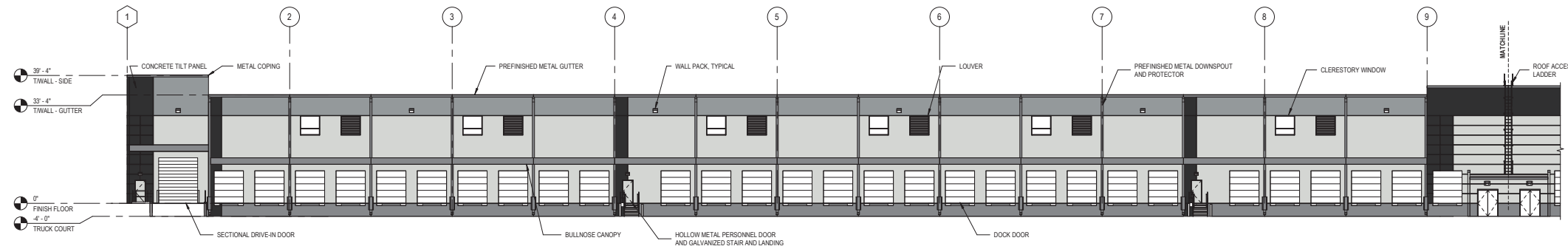
3 A1 NORTHWEST ELEVATION  
A-201 1/16" = 1'-0"



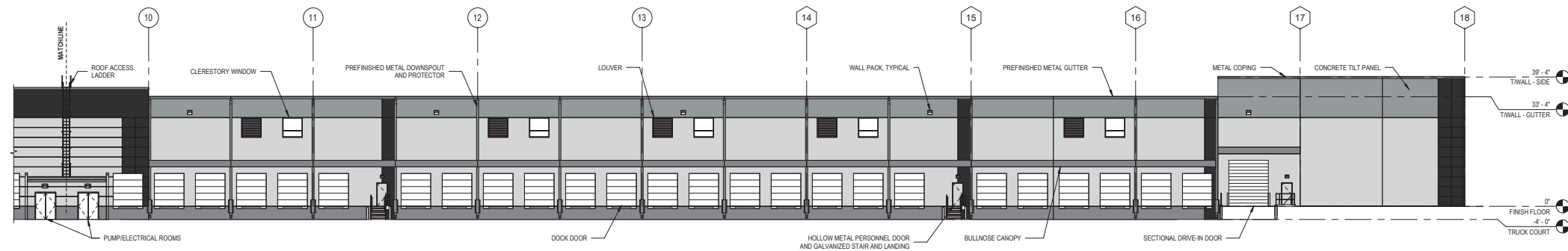
NORTH ELEVATION - BUILDING A



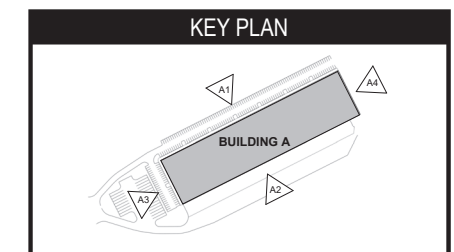
1 ELEVATION A2  
A-202 1" = 30'-0"



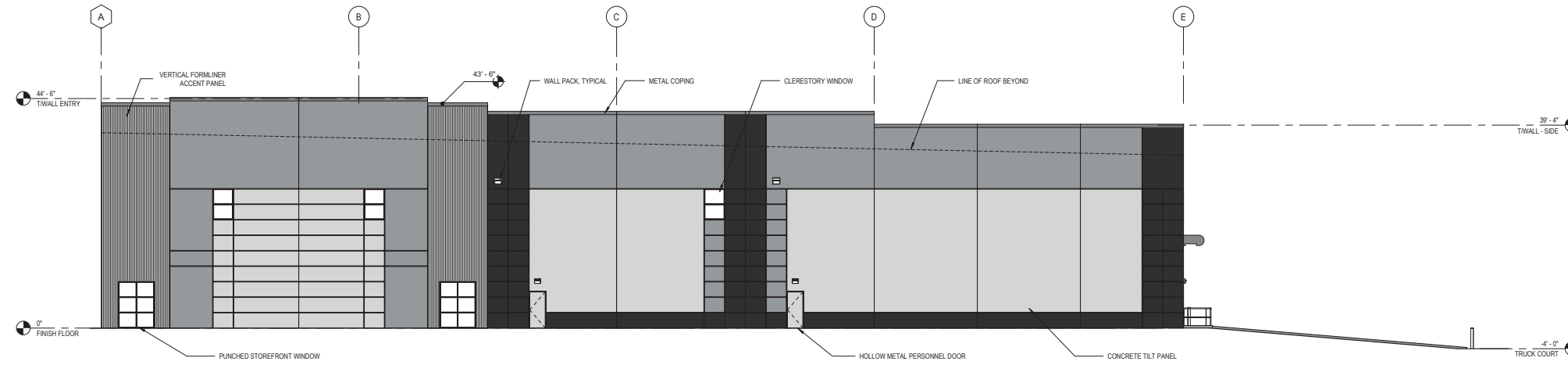
2 A2 SOUTHWEST ELEVATION  
A-202 1/16" = 1'-0"



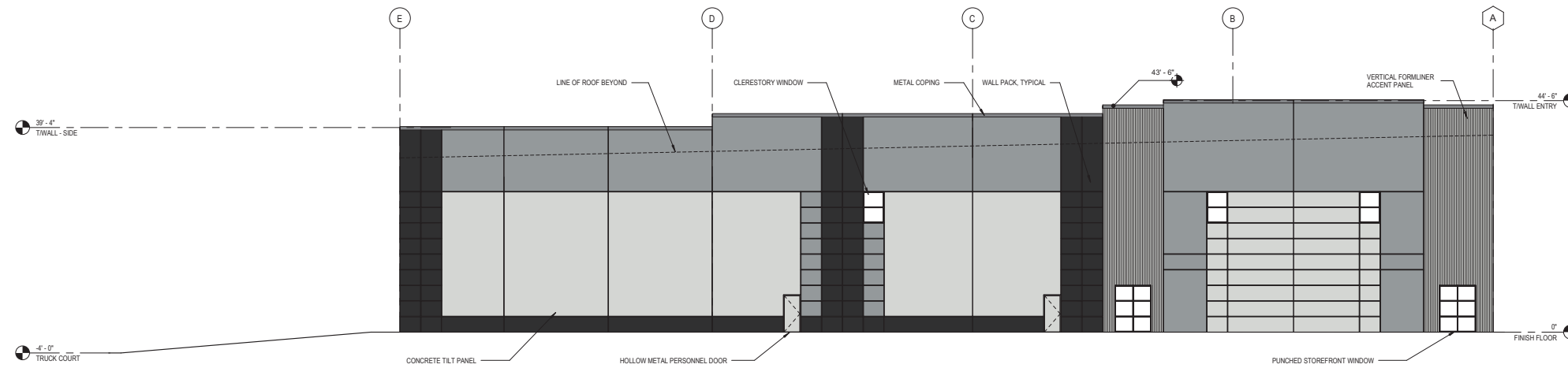
3 A2 SOUTHEAST ELEVATION  
A-202 1/16" = 1'-0"



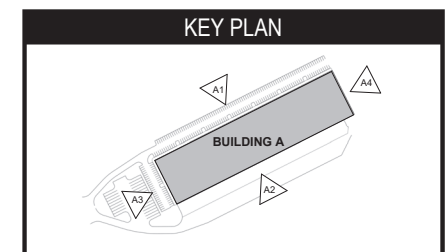
SOUTH ELEVATION - BUILDING A



1 ELEVATION A3  
A-203 3/32" = 1'-0"

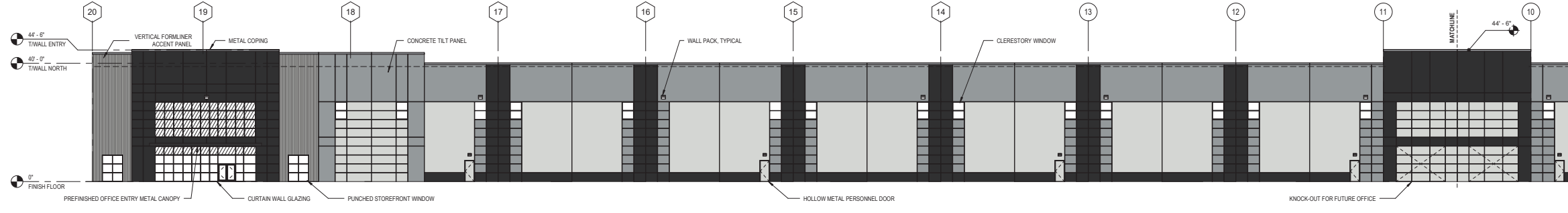


2 ELEVATION A4  
A-203 3/32" = 1'-0"

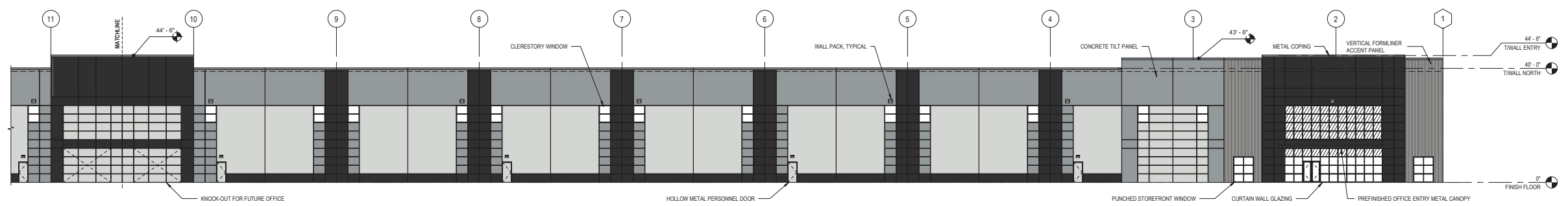




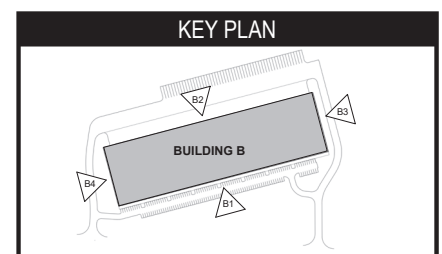
1 ELEVATION B1  
A-201 1" = 30'-0"



2 B1 SOUTHWEST ELEVATION  
A-201 1/16" = 1'-0"

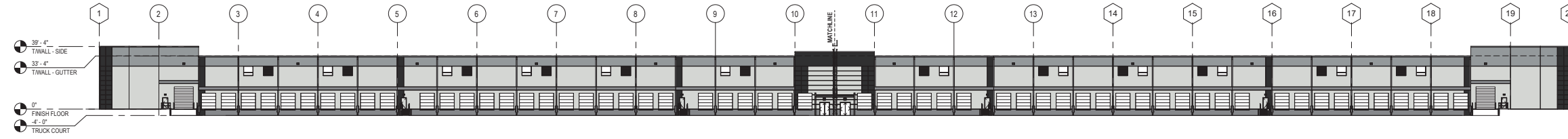


3 B1 SOUTHEAST ELEVATION  
A-201 1/16" = 1'-0"

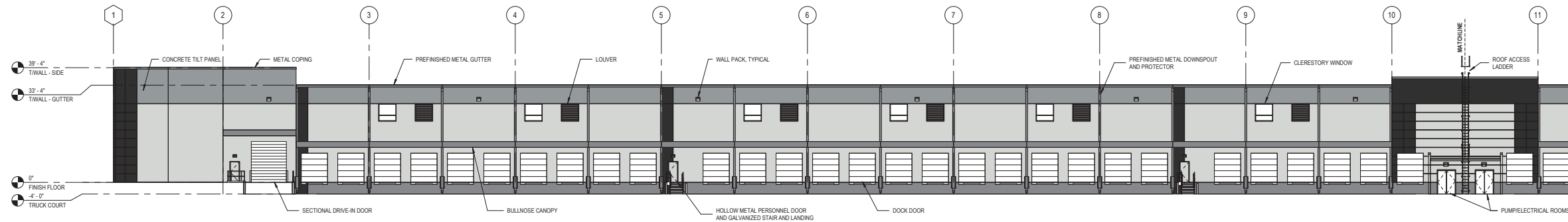


SOUTH ELEVATION - BUILDING B

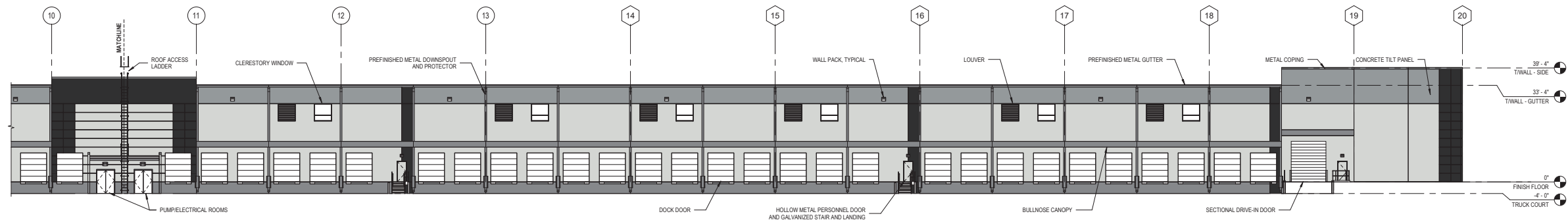




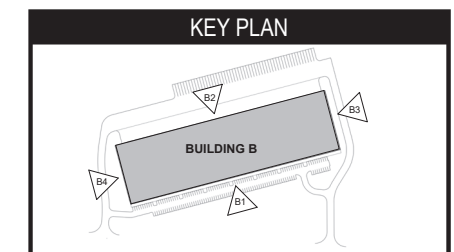
1 ELEVATION B2  
1" = 30'-0"



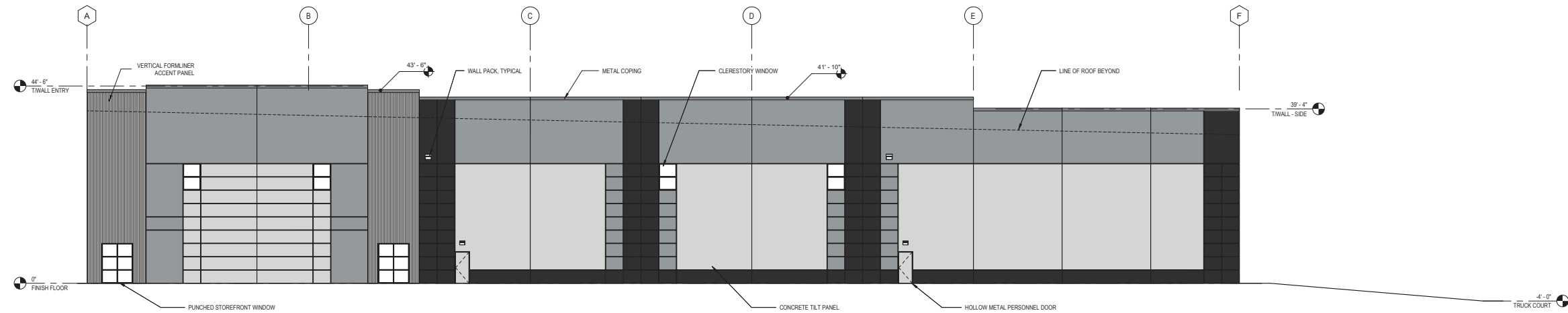
2 B2 NORTHEAST ELEVATION  
1/16" = 1'-0"



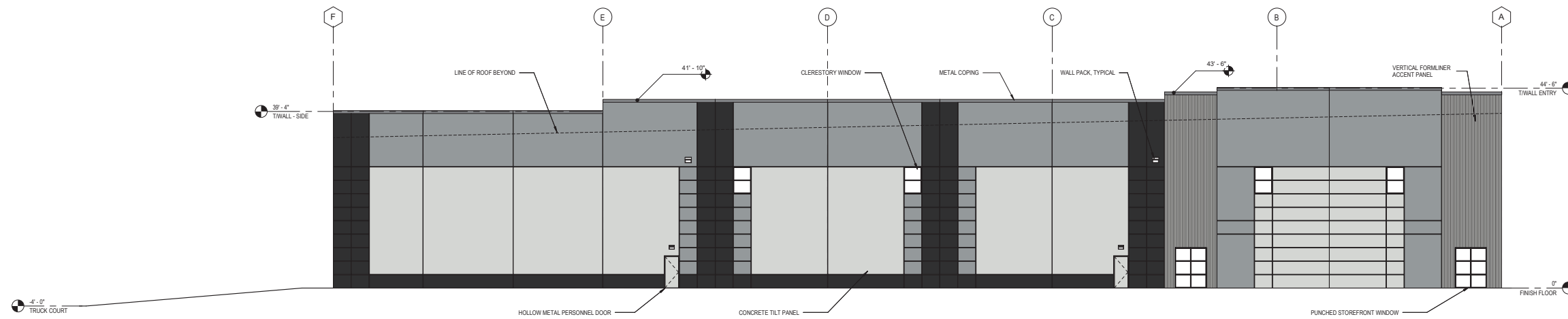
3 B2 NORTHWEST ELEVATION  
1/16" = 1'-0"



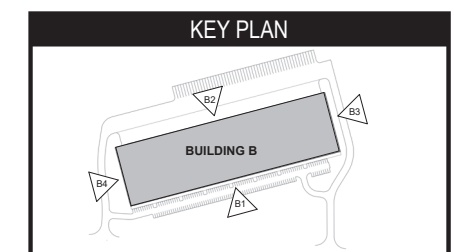
NORTH ELEVATION - BUILDING B



1 ELEVATION B3  
A-203 3/32" = 1'-0"



2 ELEVATION B4  
A-203 3/32" = 1'-0"



EAST & WEST ELEVATIONS - BUILDING B

**DEVELOPMENT STANDARDS**

April 13, 2022

**1. GENERAL PROVISIONS**

- A. These Development Standards form a part of the Rezoning Plan associated with the Application for Zoning Map Amendment filed by Robinson Weeks Partners (the “Applicant”) for an approximately 49.85 acre site (excluding right of way) located on the north side of Highway 73 (Davidson Highway), east of the Highway 73 – Interstate 85 interchange, which site is more particularly depicted on the Rezoning Plan (hereinafter referred to as the “Site”). The Site is comprised of all of Parcel Nos. 5601888181 and 5601879077 and a portion of Parcel No. 5601877425.
- B. The development and use of the Site will be governed by the Rezoning Plan, these Development Standards and the applicable provisions of the Concord Development Ordinance (the “Ordinance”).
- C. Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the I-1 zoning district shall govern all development taking place on the Site.
- D. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Site in accordance with the provisions of Article 3 of the Ordinance. Minor amendments to the Rezoning Plan are subject to Section 3.2.9.H of the Ordinance.

**2. PERMITTED USES/DEVELOPMENT LIMITATIONS**

- A. Subject to the limitations set out below, the Site may be devoted to:
  - (1) any use or uses permitted by right in the I-1 zoning district;
  - (2) any use or uses permitted with supplemental regulations in the I-1 zoning district;
  - (3) any special use or uses permitted in the I-1 zoning district upon the issuance of a special use permit in accordance with Article 6.2 of the Ordinance;
  - (4) any special use or uses with supplemental regulations permitted in the I-1 zoning district upon the issuance of a special use permit in accordance with Article 6.2 of the Ordinance; and
  - (5) any incidental or accessory uses associated with the uses set out above that are permitted under the Ordinance in the I-1 zoning district.
- B. Notwithstanding the terms of paragraph 2.A above, the uses set out below that are listed in the Table of Uses (Section 8.1.8 of the Ordinance) shall be prohibited on the Site.

- (1) Agricultural uses.
  - (2) Resource Extraction uses.
  - (3) Educational uses.
  - (4) Government Facilities.
  - (5) Passenger Terminals.
  - (6) Indoor Recreation uses.
  - (7) Outdoor Recreation uses.
  - (8) Retail Sales and Services.
  - (9) Vehicle Sales and Service.
  - (10) Commercial Parking as a Principal Use.
  - (11) Heavy Industrial uses.
  - (12) Self Service Storage.
- C. A maximum of two principal buildings may be developed on the Site.
- D. A total maximum of 419,000 square feet of gross floor area may be developed on the Site.
- E. There are two building envelopes depicted on the Rezoning Plan that are designated as Building Envelope A and Building Envelope B. Minor adjustments to the locations of these building envelopes shall be allowed during the permitting process.
- F. Each principal building constructed on the Site shall be located in one of the two building envelopes depicted on the Rezoning Plan.
- G. All rooftop and above-ground mechanical equipment shall be screened from view to the greatest extent possible, taking into account the existing grade relative to the existing grades surrounding the property. This may be achieved through parapets on buildings, other structural screening, and/or landscaping.
- H. A 4' tall black powder-coated aluminum fence with evergreen shrubs planted 5' O.C. on the street-side of the fence will be installed between the street yard and parking lot yard.
- I. Technical Site Plan approval required.
- J. Compliance with all minimum requirements relative to landscaping, stormwater, transportation, and fire protection.

**3. TRANSPORTATION**

- A. Vehicular access shall be as generally depicted on the Rezoning Plan. The placement and configuration of the access points are subject to any minor modifications required by the City of Concord and/or the North Carolina Department of Transportation (“NCDOT”).
- B. The alignments of the internal drives and vehicular circulation areas may be modified by Applicant to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by the City of Concord and/or NCDOT.
- C. Internal sidewalks and pedestrian connections shall be provided on the Site as generally depicted on the Rezoning Plan.
- D. Off-street parking shall be provided on the Site in accordance with the requirements of the Ordinance.
- E. Curb, gutter and sidewalk shall be installed along the Site’s frontage on Davidson Highway as generally depicted on the Rezoning Plan.

**4. DENSITY AND DIMENSIONAL STANDARDS/SETBACK**

- A. The development of the Site shall comply with the density and dimensional standards set out in Table 7.6.2.A of the Ordinance.
- B. The development of the Site shall comply with the setback requirement set out in Table 7.6.2.B of the Ordinance.

**5. DESIGN STANDARDS**

- A. The maximum height of any building constructed on the Site shall be 50 feet as measured under the Ordinance. For each foot of height over 35 feet, two (2) additional feet of setback shall be provided when abutting residentially zoned property in accordance with Article 7.11.9 of the Ordinance.
- B. The development of the Site shall comply with the Supplemental Design Standards and Requirements for Industrial Districts set out in Section 7.11 of the Ordinance.

**6. BUFFER YARDS**

- A. Buffer yards shall be established on the Site as required by the Ordinance and as depicted on the Rezoning Plan.

**7. AMENITY AREA**

- A. An amenity area shall be provided on the Site in the location generally depicted on the Rezoning Plan, and this amenity area shall contain, at a minimum, benches and picnic tables.

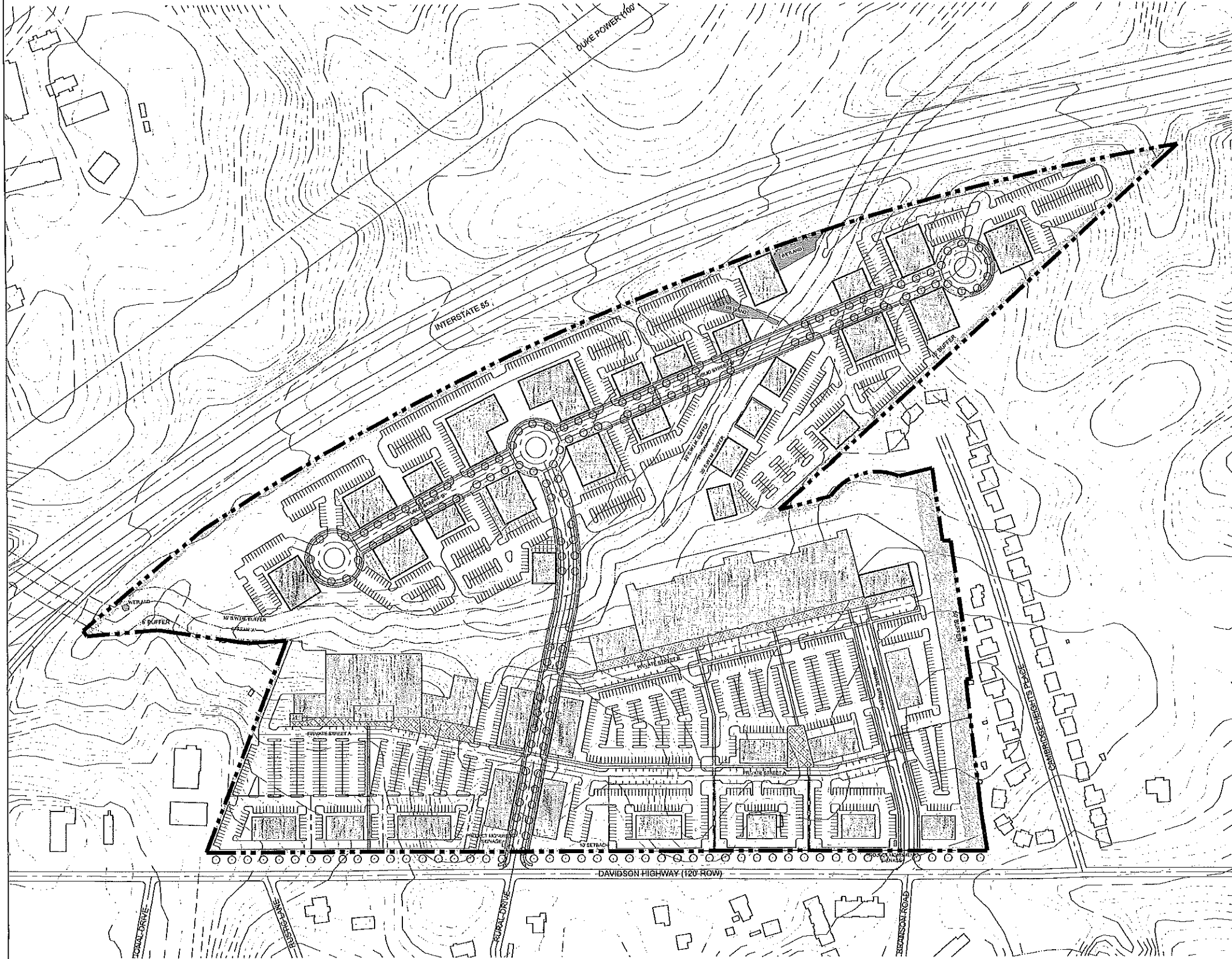
**8. BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS**

- A. If this Application for Zoning Map Amendment is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Applicant and the current and subsequent owners of the Site and their respective successors in interest and assigns.
- B. Throughout these Development Standards, the term “Applicant” shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.
- C. Any reference to the Ordinance herein shall be deemed to refer to the requirements of the Ordinance in effect as of the date this Application for Zoning Map Amendment is approved.

SUBSTANTIAL COMPLIANCE WITH THE “HWY 73 INDUSTRIAL” REZONING PLANS, SHEETS RZ-1 AND RZ-2 REVISED 04/13/22, “NORTH ELEVATION – BUILDING A, AND SOUTH ELEVATION BUILDING A AND EAST & WEST ELEVATION, BUILDING A” DATED MARCH 21, 2022, ALSO “SOUTH ELEVATION BUILDING B, NORTH ELEVATION BUILDING B, AND EAST & WEST ELEVATION BUILDING B”, DATED MARCH 11, 2022.

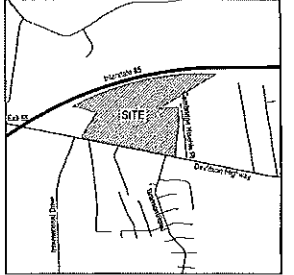
THE SUBJECT PLAN IS NOT DESIGNED TO PRELIMINARY PLAT OR TECHNICAL SITE PLAN STANDARDS AND THEREFORE, ANY INTENDED OR PERCEIVED DEVIATION FROM TECHNICAL STANDARDS RESULTING FROM THE SOMEWHAT CONCEPTUAL NATURE OF THE PLAN SHALL NOT CONSTITUTE APPROVAL TO DEVIATE FROM, OR NEGATE, TECHNICAL STANDARDS WITHIN THE CONCORD DEVELOPMENT ORDINANCE, TECHNICAL STANDARDS MANUAL, OR ANY OTHER

# APPROVED SITE PLAN FOR Z(CD)-33-07



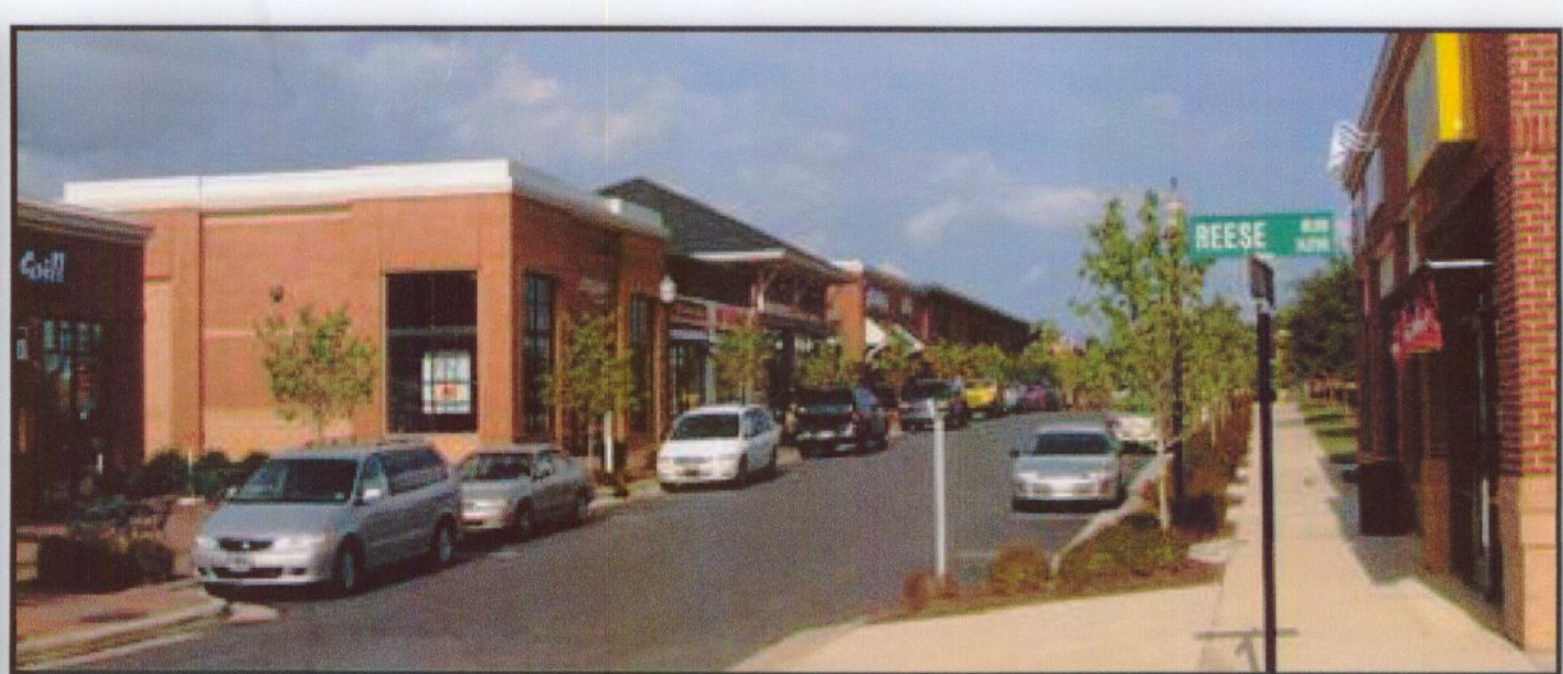
NOTE: THE CONCEPT PLAN IS SCHEMATIC NATURE AND IS INTENDED TO DEPICT BUILDING, PARKING AND CIRCULATION RELATIONSHIPS.

VICINITY MAP - NOT TO SCALE



FOR PUBLIC HEARING PETITION NO. XXXX

PREVIOUS APPROVAL UNDER Z(CD)-33-07





## APPROVED CONDITIONS UNDER Z(CD)-33-07:

### Uses Proposed:

- 1) The proposed uses are limited to commercial and office.

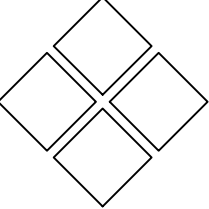
### Offered Conditions:

- 1) The architecture will follow the motif presented in the attached color elevations.
- 2) A 50' Class "D" buffer will be provided along the east property boundary with Cambridge Commons.
- 3) Building locations shall follow what is depicted on the approved conceptual master plan.
- 4) Developer agrees to not establish restaurant use on the building along the east property boundary adjoining the Cambridge Commons subdivision.



110  
This plan is licensed to City of Concord NC

Plan 1009Am

**GRAY**  
  
**DESIGN**  
 JEFFERY D. GRAY  
 919-B SOUTH MAIN  
 KANNAPOLIS N.C.  
 28081  
 (704) 933-4729



**RIGHT-SIDE ELEVATION**

SCALE: 1/4" = 1'-0"



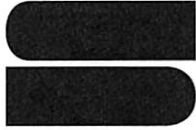
**FRONT ELEVATION**

SCALE: 1/4" = 1'-0"

**PROJECT:**  
 CITY OF  
 CONCORD

<b>DATE:</b> OCT. 20, 98
<b>REVISION:</b>
2021-CONCORD-3
<b>SHEET:</b>
OF: 6

CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS BEFORE BEGINNING CONSTRUCTION AND COORDINATE ANY CORRECTIONS OR REVISIONS WITH THE OWNER AND DESIGNER. JEFFERY D. GRAY WILL ASSUME NO LIABILITY FOR ANY ERRORS ONCE CONSTRUCTION BEGINS.



# Southeastern Consulting Engineers, Inc.

June 24, 2022

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

Ref.: Substation V – Site Work & Demolition  
Bid Recommendation

Dear Scott:

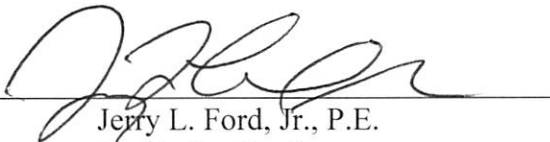
The City received sealed proposals at 2:00 p.m. on June 23, 2022, from three contractors for the sitework and grading at Substation V located on Ruben Linker Road. The three bids were reviewed for compliance with the specifications and relevant project experience. A bid tabulation is attached.

The low bid was submitted by Carolina Siteworks, Inc. of China Grove, NC in the amount of \$523,979.00. The Electric Department has worked with Carolina Siteworks on previous projects and they have performed to expectations.

We recommend that the City accept Carolina Siteworks, Inc.'s proposal in the amount of \$523,979.00 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  
Mr. Ty Barbee

**BID TABULATION**  
 Site Work - Substation V

City of Concord  
Concord, North Carolina

Bid Date: June 23, 2022  
 Time: 2:00 PM, EST

<u>Bidder</u>	<u>Mugo Gravel &amp; Grading</u>	<u>SS Civil</u>	<u>Carolina Siteworks</u>	<u>_____</u>	<u>_____</u>	<u>_____</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>539,615.00</u>	\$ <u>831,340.00</u>	\$ <u>493,529.00</u>	\$ _____	\$ _____	\$ _____
Sediment Pond Conversion to Sand Filter (to be completed after Substation Construction)	<u>28,280.00</u>	<u>45,300.00</u>	<u>30,450.00</u>	_____	_____	_____
Total	\$ <u><u>567,895.00</u></u>	\$ <u><u>876,640.00</u></u>	\$ <u><u>523,979.00</u></u>	\$ <u><u>_____</u></u>	\$ <u><u>_____</u></u>	\$ <u><u>_____</u></u>
Bid Bond	<u>✓</u>	<u>✓</u>	<u>✓</u>	_____	_____	_____

**BID TABULATION (Continued)**

Site Work - Substation V

City of Concord  
Concord, North Carolina

Bid Date: June 23, 2022  
Time: 2:00 PM, EST

<u>Bidder</u>	<u>Mugo Gravel &amp; Grading</u>	<u>SS Civil</u>	<u>Carolina Siteworks</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b><u>Miscellaneous Unit Prices</u></b>						
Unit Adder - Suitable Fill	\$ <u>16.00</u> /Cu.Yd.	\$ <u>15.00</u> /Cu.Yd.	\$ <u>30.00</u> /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd.
Unit Adder - Additional Excavation	\$ <u>16.00</u> /Cu.Yd.	\$ <u>17.00</u> /Cu.Yd.	\$ <u>25.00</u> /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd..
Unit Adder - Rock Excavation	\$ <u>175.00</u> /Cu.Yd.	\$ <u>2,000.00</u> /Cu.Yd.	\$ <u>200.00</u> /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd..
Unit Adder - Additional Concrete, including forming, finishing, and reinforcing steel	\$ <u>750.00</u> /Cu.Yd.	\$ <u>750.00</u> /Cu.Yd.	\$ <u>1,000.00</u> /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd..
Unit Adder - Slit Fencing	\$ <u>4.75</u> /Per Ft. Installed	\$ <u>6.00</u> /Per Ft. Installed	\$ <u>4.00</u> /Per Ft. Installed	\$ _____ /Per Ft. Installed	\$ _____ /Per Ft. Installed	\$ _____ /Per Ft. Installed
Unit Adder - Rock Removal from Site	\$ <u>25.00</u> /Cu.Yd.	\$ <u>2,017.00</u> /Cu.Yd.	\$ <u>35.00</u> /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd.	\$ _____ /Cu.Yd.

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

DATE: June 23, 2022

FORMAL BID: Yes

BID DATE: June 23, 2022

DEPARTMENT: Electric- Substation V grading

BIDDERS	AMOUNT	DELIVERY
Carolina Siteworks	\$523,979.00	180 Days
Mugo	\$567,895.00	180 Days
SS Civil Construction	\$876,640.00	180 Days

RECOMMENDATION: Carolina Siteworks

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

ADDED OPTIONS: \_\_\_\_\_

PRICE: \_\_\_\_\_



**FLEET SERVICES SIGNATURE (IF REQUIRED)** \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_



ASSISTANT CITY MANAGER OR  
EXECUTIVE DIRECTOR OF  
OPERATIONS: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_



PURCHASING OFFICIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_



FINANCE DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_



APPROVE AS RECOMMENDED:  YES DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

CITY OF CONCORD  
 CERTIFIED BID TABULATION FORM  
 STREETS PRESERVATION CONTRACT STR22a Bid No. 2539

LOCATION: TRAFFIC MANAGEMENT CENTER, 880 WARREN C COLEMAN BLVD CONCORD, NC  
 TIME: 2:00 P.M. DATE: June 7th 2022

LOCATION: TRAFFIC MANAGEMENT CENTER, 880 WARREN C COLEMAN BLVD CONCORD, NC TIME: 2:00 P.M. DATE: June 7th 2022									
Contractor				Blythe Construction Inc.	J.T. Russell & Sons, Inc.	Blythe Brothers Asphalt Co. LLC			
N.C. License No.				7639	2767	42840			
Address				PO Box 31635	PO Box 670	1415 E Westinghouse Blvd			
City, State Zip				Charlotte, NC 28231	Albermarle, NC 28002	Charlotte, NC 28273			
5% Bid Bond Included				Yes	Yes	Yes			
No.	Item	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
<b>Crack and Joint Sealing</b>									
1.1	Seal Existing pavement cracks and joints	lbs	0	-	NO BID	-	NO BID	-	NO BID
					<b>NO BID</b>		<b>NO BID</b>		<b>NO BID</b>
<b>Patching, Leveling, Asphalt Seal Coating</b>									
2.1	Asphalt Full Depth Finished Patching - Place and compact Intermediate Course 3" I19.0B with 2" Surface Course S9.5 B Cap (areas to be determined)	Tons	0	-	NO BID	-	NO BID	-	NO BID
2.2	Asphalt Full Depth Patching - Place and compact Intermediate Course I19.0B (no Surface Course Cap)	Tons	0	-	NO BID	-	NO BID	-	NO BID
2.3	Asphalt Leveling - Place and compact Intermediate Course I19.0B	Tons	0	-	NO BID	-	NO BID	-	NO BID
2.4	Asphalt Leveling - Place and compact Asphalt Open Graded Leveling Course (P78 or mix as approved by Director)	Tons	3,565	\$110.00	\$392,150.00	\$103.50	\$368,977.50	\$113.50	\$404,627.50
2.5	Place and compact suitable Sub-base material (Location to be determined)	Cu. Yd	50	\$100.00	\$5,000.00	\$104.50	\$5,225.00	\$100.00	\$5,000.00
2.6	Asphalt Seal Coat	Sq. Yd	0	-	NO BID	-	NO BID	-	NO BID
					<b>\$397,150.00</b>		<b>\$374,202.50</b>		<b>\$409,627.50</b>
<b>Milling</b>									
3.1	Full Mill the bituminous pavement - Depth 0" to 4"	Sq. Yd	31,605	\$2.80	\$88,494.00	\$2.25	\$71,111.25	\$2.15	\$67,950.75
3.2	Edge Mill the bituminous pavement - Depth 0" to 4"	Sq. Yd	11,415	\$3.50	\$39,952.50	\$2.25	\$25,683.75	\$2.20	\$25,113.00
3.3	Incidental Milling 0" to 6"	Sq. Yd	400	\$12.00	\$4,800.00	\$2.25	\$900.00	\$7.50	\$3,000.00
					<b>\$133,246.50</b>		<b>\$97,695.00</b>		<b>\$96,063.75</b>
<b>Reclamation</b>									
4.1	Reclamation of existing roadway with concrete stabilization	Sq. Yd	0	-	NO BID	-	NO BID	-	NO BID
4.2	Undercut and replace with approved suitable material for subgrade repairs	Tons	0	-	NO BID	-	NO BID	-	NO BID
					<b>NO BID</b>		<b>NO BID</b>		<b>NO BID</b>
<b>Resurfacing</b>									
5.1	Asphalt Resurfacing - Place and compact 1.25" of Surface Course S9.5B	Tons	2,035	\$108.00	\$219,780.00	\$114.00	\$231,990.00	\$115.50	\$235,042.50
5.2	Asphalt Resurfacing - Place and compact 1.5" of Surface Course S9.5B	Tons	2,915	\$103.00	\$300,245.00	\$114.00	\$332,310.00	\$115.50	\$336,682.50
					<b>\$520,025.00</b>		<b>\$564,300.00</b>		<b>\$571,725.00</b>
<b>Concrete</b>									
6.1	City of Concord Standard Valley Type Concrete Curb and Gutter (Incidental and as directed:	LF	0	-	NO BID	-	NO BID	-	NO BID
6.2	City of Concord Standard 2'-6" Concrete Curb and Gutter (Incidental and as directed):	LF	0	-	NO BID	-	NO BID	-	NO BID
6.3	Wheelchair Ramps (Incidental and as directed:	Ea.	0	-	NO BID	-	NO BID	-	NO BID
6.4	4" Thick Concrete Sidewalk	Sq. Yd	0	-	NO BID	-	NO BID	-	NO BID
					<b>NO BID</b>		<b>NO BID</b>		<b>NO BID</b>
<b>Re-Striping, Remarking. And Replace Pavement Marker</b>									
7.1	Thermoplastic Pavement Marking Lines 4" Double Yellow Solid	LF	27	\$35.00	\$945.00	\$33.25	\$897.75	\$31.35	\$846.45
7.2	Thermoplastic Pavement Marking Lines 4" Yellow Solid, Skip, and Mini Skip Line	LF	0	-	NO BID	-	NO BID	-	NO BID
7.3	Thermoplastic Pavement Marking Lines 8" Yellow Gore Line	LF	0	-	NO BID	-	NO BID	-	NO BID
7.4	Thermoplastic Pavement Marking Lines 4" White Solid, Skip, and Mini Skip and Parking Stall Line	LF	0	-	NO BID	-	NO BID	-	NO BID
7.5	Thermoplastic Pavement Marking Lines STOP Bar - 24"	LF	16	\$40.00	\$640.00	\$40.75	\$652.00	\$38.50	\$616.00
7.6	Thermoplastic Pavement Marking Lines Crosswalk - 8" White NCDOT Std.	LF	0	\$1.00	NO BID	-	NO BID	-	NO BID
7.7	Thermoplastic Pavement Marking Lines Crosswalk, Hi-Visibility - 24" White Bars NCDOT Std.	LF	0	4	NO BID	-	NO BID	-	NO BID
7.8	Thermoplastic Pavement Marking Symbol Yield Lane Symbol	LF	0	-	\$0.00	-	NO BID	-	NO BID
7.9	Thermoplastic Pavement Marking Symbol Thur, Right-Turn or Left-Turn Arrow	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.10	Thermoplastic Pavment Marking Symbol Combo Arrow - Thur-Rt. / Thru-Lf. / Thru Rt. & Lf.	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.11	Thermoplastic Pavement Marking Symbol Characters 8'-4" NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.12	Thermoplastic Pavement Marking Symbol SCHOOL 10' w/ 24" Band NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.13	Thermoplastic Marking Symbol Railroad - RXR NCDOT	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.14	Thermoplastic Pavement Marking Symbol Bicycle Shared Lane NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.15	Thermoplastic Pavement Marking Symbol Bicycle Detector NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.16	Thermoplastic Pavement Marking Symbol Handicap Symbol NCDOT Std.	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.17	Permanent Raised Pavement Marker Yellow / Yellow	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.18	Permanent Raised Pavement Marker Crystal / Red	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.19	Permanent Raised Pavement Marker Blue / Blue at Fire Hydrant Locations	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.20	Permanent Raised Pavement Marker Crystal / Crystal	Ea.	0	-	NO BID	-	NO BID	-	NO BID
7.21	(Match Existing) - "Fire Lane" Red Box with White Lettering	Ea.	0	-	NO BID	-	NO BID	-	NO BID
					<b>\$1,585.00</b>		<b>\$1,549.75</b>		<b>\$1,462.45</b>
BASE BID SECTIONS SUBTOTAL					\$1,052,006.50		\$1,037,747.25		\$1,078,878.70
+ 10% CONTINGENCY					\$105,200.65		\$103,774.73		\$107,887.87
<b>TOTAL BASE BID</b>					<b>\$1,157,207.15</b>		<b>\$1,141,521.98</b>		<b>\$1,186,766.57</b>

This is to certify that bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on April 18, 2022, in the conference room at the Brown Operations Center at 635 Alfred Brown Jr. Ct. SW, Concord, North Carolina.

This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.

(amounts rounded up to nearest \$0.01)



ORD. #

AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9<sup>th</sup> day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
100-4370000	Fund Balance Approp	0	1,141,522	1,141,522
	<b>Total</b>			<b>1,141,522</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4511-5241000	Resurfacing PB	1,381,104	2,522,626	1,141,522
	<b>Total</b>			<b>1,141,522</b>

Reason: To appropriate Powell Bill reserves for resurfacing contract to complete streets that were remaining from prior contract.

Adopted this 14th day of July, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA






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

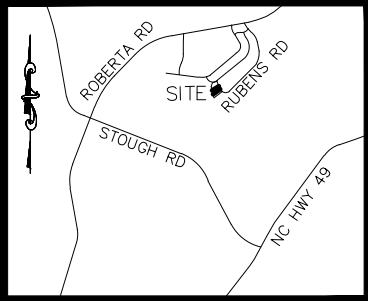
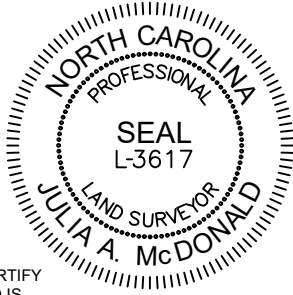
ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

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

EXHIBIT A

LEGEND

- PROPERTY LINE (SURVEYED) \_\_\_\_\_
- PROPERTY LINE (NOT SURVEYED) \_\_\_\_\_
- ROAD RIGHT OF WAY \_\_\_\_\_ R/W \_\_\_\_\_
- SANITARY SEWER EASEMENT \_\_\_\_\_
- SANITARY SEWER LINE \_\_\_\_\_ SS \_\_\_\_\_ SS \_\_\_\_\_
- OVERHEAD UTILITY LINE \_\_\_\_\_ OU \_\_\_\_\_ OU \_\_\_\_\_
- WATER LINE \_\_\_\_\_ W \_\_\_\_\_ W \_\_\_\_\_
- IRON PIPE FOUND 
- COMPUTED POINT 
- SANITARY SEWER MANHOLE 
- POWER POLE 
- SF \_\_\_\_\_
- AC \_\_\_\_\_
- BACK FLOW PREVENTOR 



VICINITY MAP-N.T.S.

I, JULIA A. McDONALD, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS INTENDED TO BE ATTACHED TO A DEED. THIS MAP DOES NOT MEET G.S. 47-30 AS AMENDED REQUIREMENTS AND IS NOT A BOUNDARY SURVEY. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS \_\_\_\_\_ DAY OF JULY, 2022.

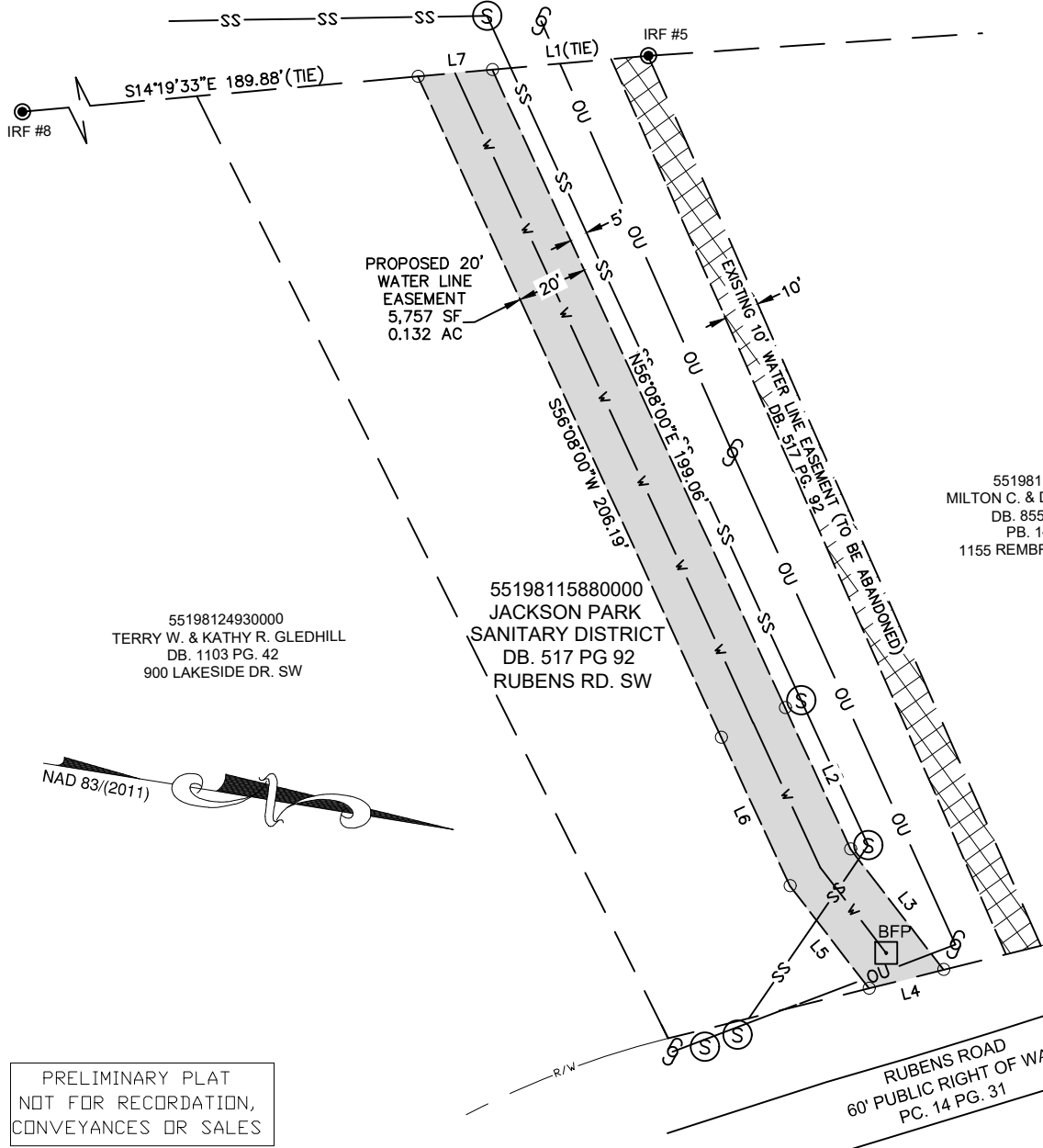
PRELIMINARY PLAT

JULIA A. McDONALD, L-3617 \_\_\_\_\_ DATE \_\_\_\_\_

I, \_\_\_\_\_, REVIEW OFFICER OF UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

55196068140000  
CABARRUS COUNTY  
DB. 15755 PG 100  
4005 STOUGH RD.



LINE TABLE		
LINE	LENGTH	BEARING
L1	44.38'	S14°19'33"E
L2	44.16'	N55°56'16"E
L3	43.19'	N43°09'29"E
L4	21.83'	S23°11'15"E
L5	36.67'	S43°09'29"W
L6	46.43'	S55°56'16"W
L7	21.22'	N14°19'33"W

55198117270000  
MILTON C. & DORIS S. STAIRS  
DB. 8553 PG. 201  
PB. 14 PG. 31  
1155 REMBRANDT DR. SW

55198124930000  
TERRY W. & KATHY R. GLEDHILL  
DB. 1103 PG. 42  
900 LAKESIDE DR. SW

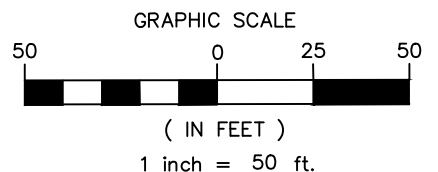
55198115880000  
JACKSON PARK  
SANITARY DISTRICT  
DB. 517 PG 92  
RUBENS RD. SW



PRELIMINARY PLAT  
NOT FOR RECORDATION,  
CONVEYANCES OR SALES

THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.

- NOTES:
1. THIS SURVEY IS OF ANOTHER CATAGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS. A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION
  2. THIS PLAT MAY BE SUBJECT TO EASEMENTS EITHER RECORDED OR IMPLIED.
  3. THIS IS NOT A BOUNDARY SURVEY OF THE LAND SHOWN HEREON. THE PURPOSE OF THIS SURVEY IS FOR ACQUISITION OF A WATER LINE EASEMENT ONLY.
  4. DASHED PARCEL LINES AND OWNERSHIP INFORMATION DERIVED FROM COMPILED INFORMATION AND THE UNION COUNTY GIS WEBSITE AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. NO BOUNDARY SURVEY HAS BEEN PERFORMED ON THE SUBJECT PARCEL.
  5. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS (G.S. 47-30(n))



<b>WATER LINE EASEMENT</b>				
FOR CABARRUS COUNTY FRANK LISKE PARK				
JACKSON PARK SANITARY DISTRICT				
PARCEL NUMBER: 55198115880000				
SITUATED NEAR THE CITY OF CONCORD, No. 11 TOWNSHIP, CABARRUS COUNTY, NC				
DEED REFERENCE: DB. 517 PG. 92				
<b>TIDEMARK LAND SERVICES</b>				
3556-A CENTRE CIRCLE, FORT MILL, SC 29715 PHONE: 844-865-5263				
C-4291				
CREW: SD	DRAWN: WH	SCALE: 1"=50'	DATE: 06/30/2022	SHEET 1 OF 1

RESOLUTION GRANTING AN EASEMENT

WHEREAS, the City of Concord is owner of a parcel of land having a parcel identification number of 5519-81-1588; and

WHEREAS, Cabarrus County has an existing easement across said parcel for a water line to serve Frank Liske Park; and

WHEREAS, Cabarrus County is constructing improvements at Frank Liske Park and desires to upsize and relocate the water service;

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

1. That an easement as shown on Exhibit "A" is hereby ordered granted contingent on the County abandoning the existing easement.
2. The easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to Cabarrus County.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

Adopted this 14<sup>th</sup> day of July 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

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

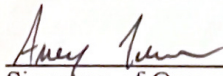
\_\_\_\_\_  
William C. Dusch, Mayor

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: Private property of Avery Turner
2. Name and address of owner(s)/developer(s): Avery Turner 4646 Habersham Ct NW, Concord, NC 28027
3. Owner(s)/developer(s) telephone: 704-310-1371 Fax: \_\_\_\_\_
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: Avery Turner 4646 Habersham Ct NW, Concord, NC 28027
8. Telephone number of person to whom comments should be sent: 704-310-1371  
Fax: \_\_\_\_\_
9. Location of property: 1455 Simplicity Rd Concord, NC 28025
10. Cabarrus County P.I.N.#: 5538-70-2755
11. Current zoning classification: LDR
12. Total acres: 2.118 Total lots proposed: 1
13. Brief Description of development: Single family residence
14. Proposed Construction Schedule As soon as possible. Grading on the lot will begin week of June 13th, 2022 \_\_\_\_\_
15. Type of Service requested Water tap only. Septic will be on site and permit has been approved from CHA. \_\_\_\_\_

06/08/2022

Date



Signature of Owner/Agent

Avery Turner

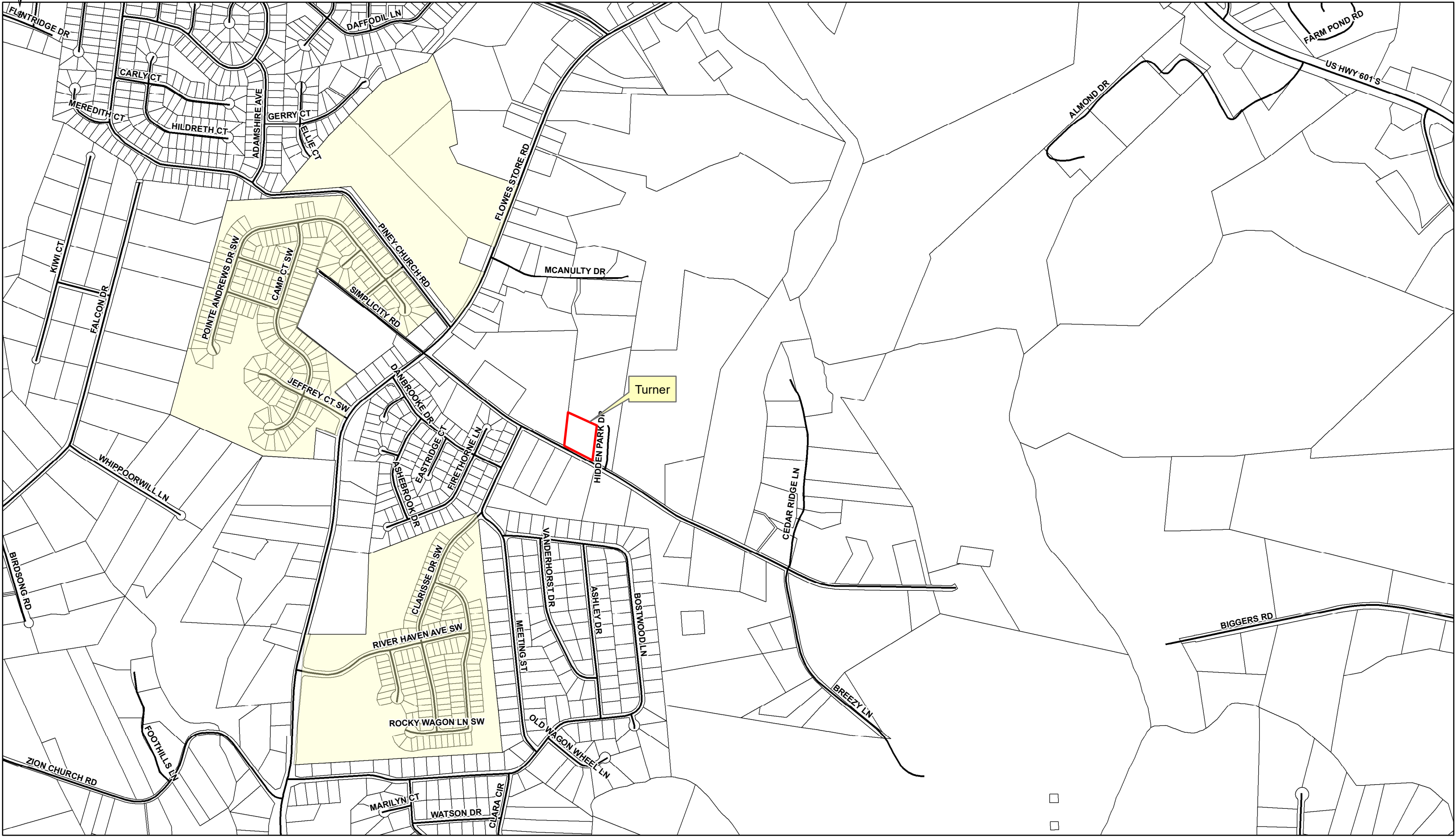
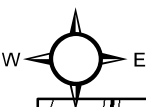
Name (printed)

**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: N/A
2. Name and address of owner(s)/developer(s): TERESA & Ronnie Roberts
3. Owner(s)/developer(s) telephone: 704-786-3163 Fax: N/A
4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: N/A Fax: N/A
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: TERESA Roberts  
9560 Poplar Tent Road, Concord, NC 28027
8. Telephone number of person to whom comments should be sent: 704-786-3163  
Fax: N/A
9. Location of property: 9560 Poplar Tent Road
10. Cabarrus County R.I.N.#: 14
11. Current zoning classification: LDR
12. Total acres: 1 Total lots proposed: 1
13. Brief Description of development: 624 sq. ft. Storage building,  
and fixing into a tiny home
14. Proposed Construction Schedule  
Before October 1st 2022
15. Type of Service requested Water Tap

5-3-2022  
Date

Teresa Roberts  
Signature of Owner/Agent

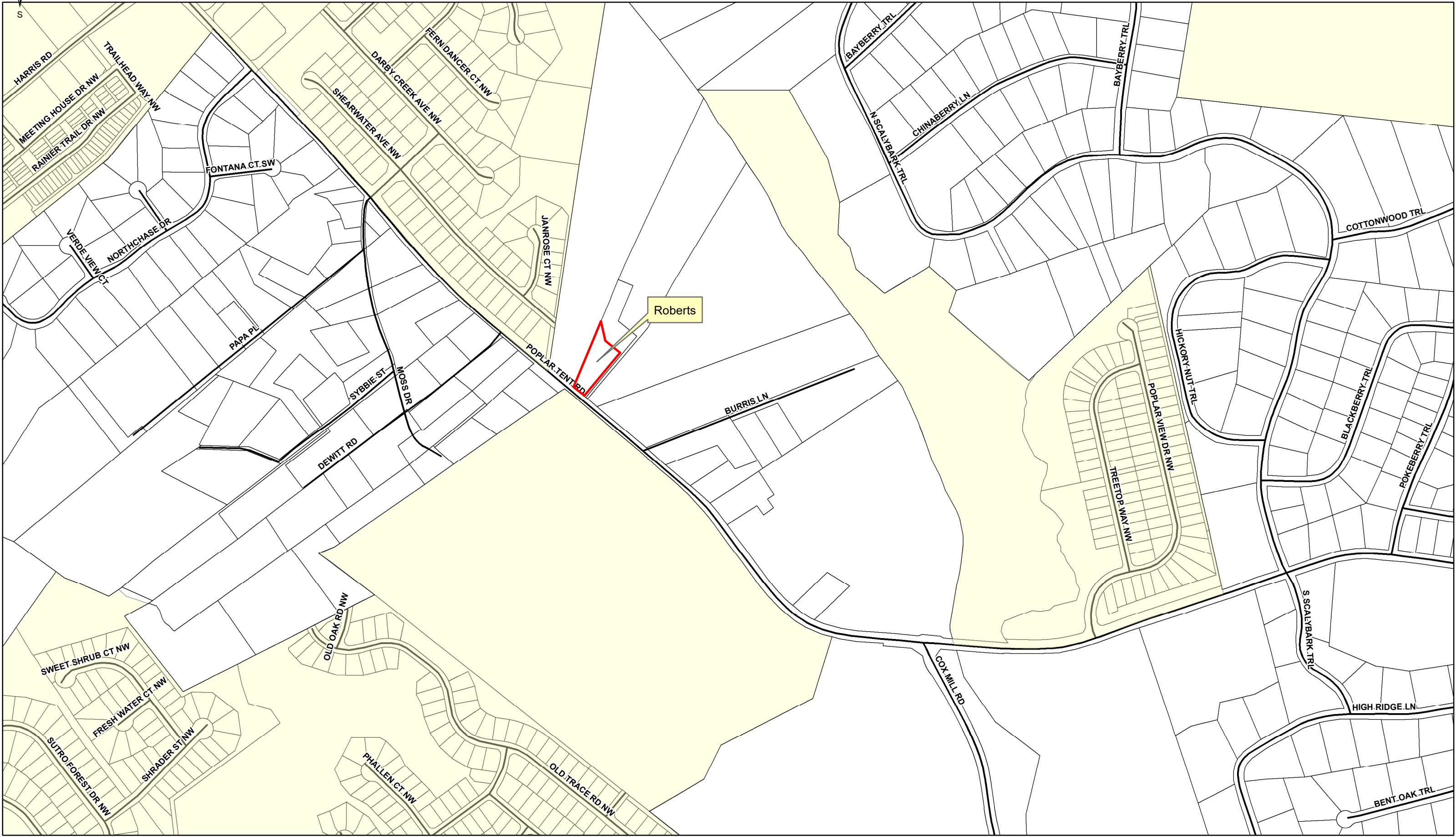
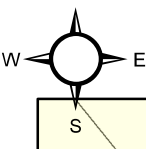
TERESA Roberts  
Name (printed)

**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



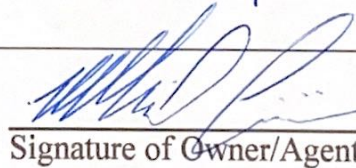
City of Concord, North Carolina  
**Preliminary Application – Extension of Concord Utilities outside Concord City Limits**  
(Please type or print in black ink)

1. Name of development: Foxwood Acres
2. Name and address of owner(s)/developer(s): Developer = Michael Cipriani  
3325 Howick Commons Dr. Concord, NC 28027
3. Owner(s)/developer(s) telephone: 704-960-6765 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: Steve Drake
5. Surveyor/engineer's telephone: 704-746-4799 Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): None
7. Name and address of person to whom comments should be sent: Michael Cipriani  
3325 Howick Commons Dr. Concord NC 28027
8. Telephone number of person to whom comments should be sent: 704-960-6765  
Fax: None
9. Location of property: 403 Silver Fox Dr Concord NC 28027
10. Cabarrus County P.I.N.#: 55275986410000
11. Current zoning classification: LDR
12. Total acres: 0.86 Total lots proposed: 1
13. Brief Description of development: Single family residence / New Construction
14. Proposed Construction Schedule Starting Next month

15. Type of Service requested Letter of intent for city of concord  
water hook up / tap

6/28/2022

Date



Signature of Owner/Agent

Michael Cipriani

Name (printed)

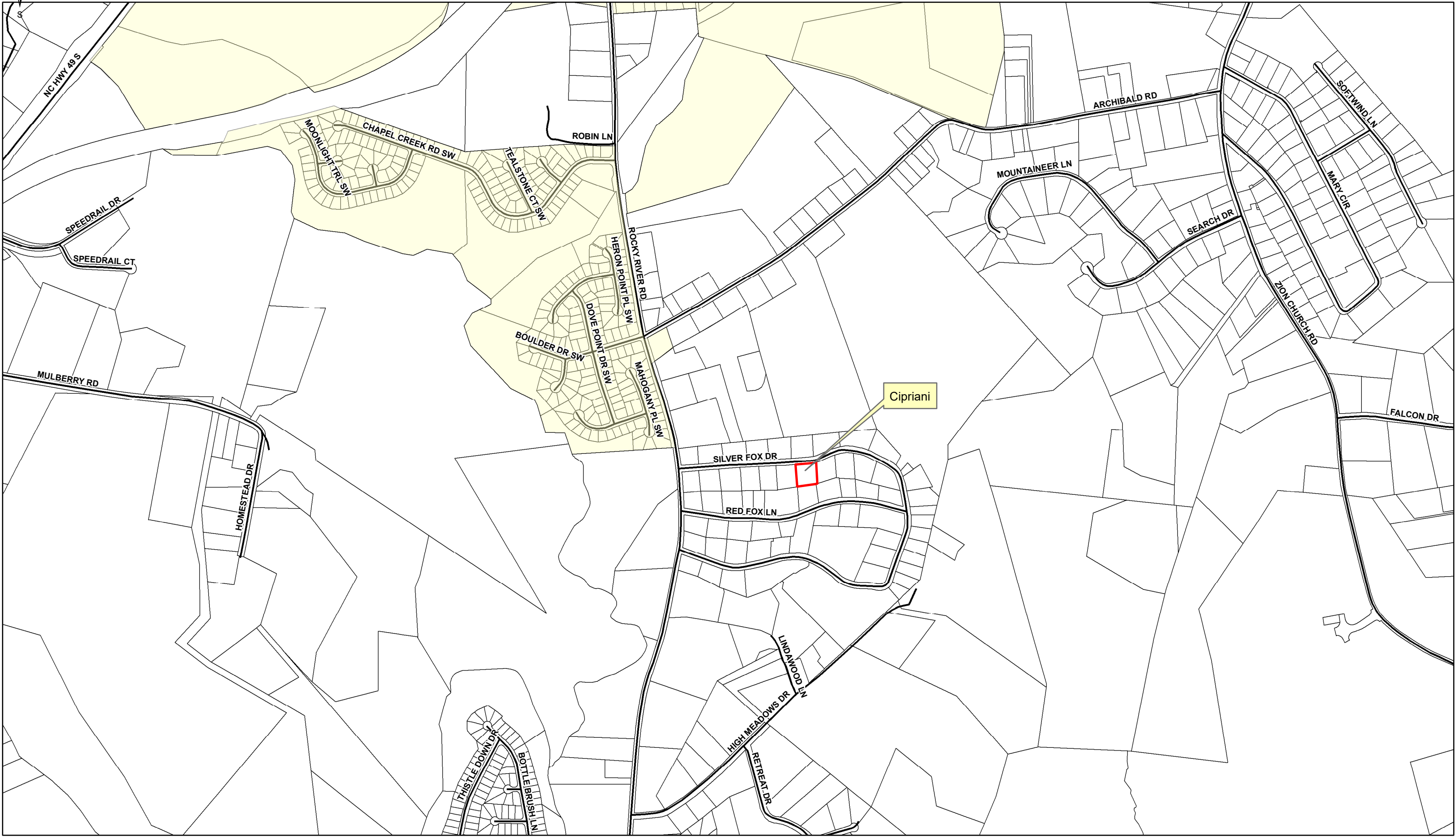
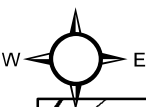
**NOTE:** By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

**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: \_\_\_\_\_
2. Name and address of owner(s)/developer(s): McDonald Homes Inc  
4575 HWY 49 N Concord NC 28025
3. Owner(s)/developer(s) telephone: 704.791.6996 Fax: flintmcdonald@gmail.com
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: Flint McDonald  
flintmcdonald@gmail.com
8. Telephone number of person to whom comments should be sent: 704.791.6996  
Fax: \_\_\_\_\_
9. Location of property: 1033 Archibald Rd Concord NC 28025
10. Cabarrus County P.I.N.#: \_\_\_\_\_
11. Current zoning classification: LDR
12. Total acres: 1.144 Total lots proposed: Lot # 1
13. Brief Description of development: \_\_\_\_\_
14. Proposed Construction Schedule TBD
15. Type of Service requested Water tap

6.23.2022  
Date

Flint McDonald  
Signature of Owner/Agent

Flint McDonald  
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.

<b>Staff Use Only:</b>	
Received by: _____	Date: _____

City of Concord, North Carolina  
**Preliminary Application – Extension of Concord Utilities outside Concord City Limits**  
(Please type or print in black ink)

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4575 HWY 49 N Concord NC 28025
3. Owner(s)/developer(s) telephone: 704.791.6996 Fax: flintmcdonald@gmail.com
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: Flint McDonald  
flintmcdonald@gmail.com
8. Telephone number of person to whom comments should be sent: 704.791.6996  
Fax: \_\_\_\_\_
9. Location of property: 1007 Archibald Rd Concord NC 28025
10. Cabarrus County P.I.N.#: \_\_\_\_\_
11. Current zoning classification: LDR
12. Total acres: 1.075 Total lots proposed: Lot #2
13. Brief Description of development: \_\_\_\_\_
14. Proposed Construction Schedule TBD
15. Type of Service requested Water tap

6.23.2022  
Date

Flint McDonald  
Signature of Owner/Agent

Flint McDonald  
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.

<b>Staff Use Only:</b>	
Received by: _____	Date: _____

City of Concord, North Carolina  
**Preliminary Application – Extension of Concord Utilities outside Concord City Limits**  
(Please type or print in black ink)

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4575 HWY 49 N Concord NC 28025
3. Owner(s)/developer(s) telephone: 704.791.6996 Fax: flintmcdonald@gmail.com
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: Flint McDonald  
flintmcdonald@gmail.com
8. Telephone number of person to whom comments should be sent: 704.791.6996  
Fax: \_\_\_\_\_
9. Location of property: 909 Archibald Rd Concord NC 28025
10. Cabarrus County P.I.N.#: \_\_\_\_\_
11. Current zoning classification: LDR
12. Total acres: 1.087 Total lots proposed: Lot #3
13. Brief Description of development: \_\_\_\_\_
14. Proposed Construction Schedule TBD
15. Type of Service requested Water tap

6.23.2022  
Date

Flint McDonald  
Signature of Owner/Agent

Flint McDonald  
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.

<b>Staff Use Only:</b>	
Received by: _____	Date: _____

City of Concord, North Carolina  
**Preliminary Application – Extension of Concord Utilities outside Concord City Limits**  
(Please type or print in black ink)

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4575 HWY 49 N Concord NC 28025
3. Owner(s)/developer(s) telephone: 704.791.6996 Fax: flintmcdonald@gmail.com
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: Flint McDonald  
flintmcdonald@gmail.com
8. Telephone number of person to whom comments should be sent: 704.791.6996  
Fax: \_\_\_\_\_
9. Location of property: 955 Archibald Rd Concord NC 28025
10. Cabarrus County P.I.N.#: \_\_\_\_\_
11. Current zoning classification: LDR
12. Total acres: 1.45 Total lots proposed: Lot #4
13. Brief Description of development: \_\_\_\_\_
14. Proposed Construction Schedule TBD
15. Type of Service requested Water tap

6.23.2022  
Date

Flint McDonald  
Signature of Owner/Agent

Flint McDonald  
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.

<b>Staff Use Only:</b>	
Received by: _____	Date: _____

City of Concord, North Carolina  
**Preliminary Application – Extension of Concord Utilities outside Concord City Limits**  
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4575 HWY 49 N Concord NC 28025
3. Owner(s)/developer(s) telephone: 704.791.6996 Fax: flintmcdonald@gmail.com
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: Flint McDonald  
flintmcdonald@gmail.com
8. Telephone number of person to whom comments should be sent: 704.791.6996  
Fax: \_\_\_\_\_
9. Location of property: 901 Archibald Rd Concord NC 28025
10. Cabarrus County P.I.N.#: \_\_\_\_\_
11. Current zoning classification: LDR
12. Total acres: 1.501 Total lots proposed: Lot #5
13. Brief Description of development: \_\_\_\_\_
14. Proposed Construction Schedule TBD
15. Type of Service requested Water tap

6.23.2022  
Date

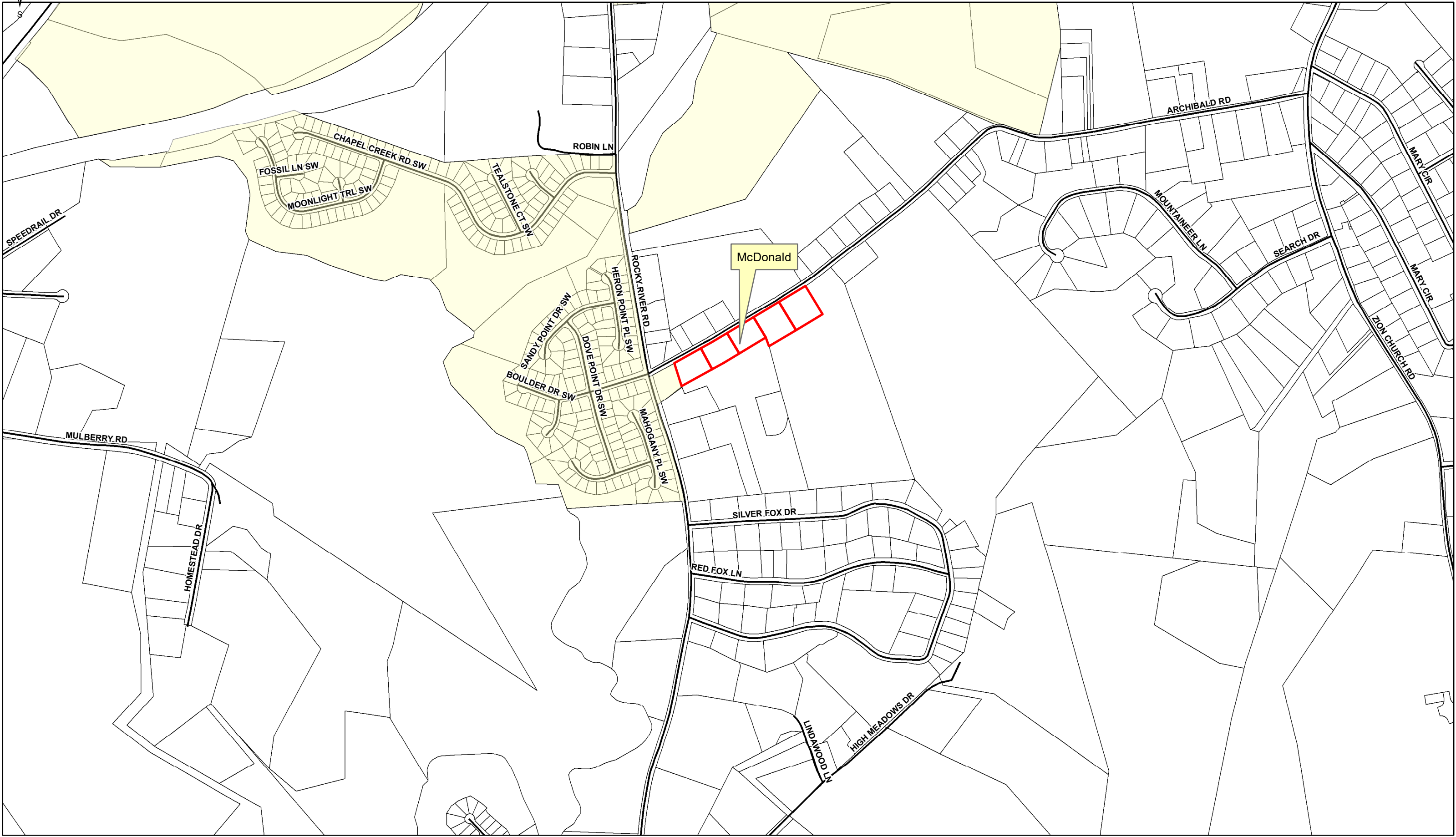
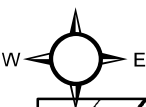
Flint McDonald  
Signature of Owner/Agent

Flint McDonald  
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.

<b>Staff Use Only:</b>	
Received by: _____	Date: _____

# Preliminary Application



**STANDARD FORM OF AGREEMENT  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2022, by and between the CITY OF CONCORD, (herein referred to as the "City") located at 26 Union Street, South, Concord, North Carolina, and Technologies Edge, Inc., (herein referred to as "Contractor") located at 80 Spring Street SW, Concord, North Carolina, 28025;

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

**Sec. 1. Professional Services to be Provided.** The Contractor will provide professional services for the Project as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The fee shall not exceed the amount set forth in Exhibit "A". Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, 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.

**Sec. 2. Standards of Performance.**

A. The standard of care for all professional and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions and circumstances and in a similar locality.

B. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. Contractor shall perform or furnish professional IT outsourcing and related services in all phases of the Project to which this Agreement applies. Contractor may employ such Contractor's consultants as Contractor deems necessary to assist in the performance or furnishing of the services. The meaning of the term "consultant" shall include "subcontractor." Contractor shall not be required to employ any Contractor consultant unacceptable to Contractor; however, the Contractor shall obtain the City's written approval for each consultant selected. Such approval may be granted by the City Manager or by any duly authorized agent of the City Manager.

D. Contractor and City shall comply with all applicable local, state and federal Laws and Regulations or Standards. Changes made to these requirements subsequent to the City's issuance of the Notice to Proceed may be the basis for modifications to City's responsibilities or to the scope, schedule, and compensation for Contractor's services.

E. City shall be responsible for, and Contractor may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Contractor pursuant to the Agreement. Contractor may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. City shall make decisions and carry out its other responsibilities in a timely manner so as not to unreasonably delay the services of Contractor.

G. Contractor shall guarantee the performance of any consultant hired by, or otherwise relied upon by Contractor and shall assume responsibility for any such consultant's failure to furnish and perform the Work in accordance with this Agreement.

H. Contractor shall not be responsible for the acts or omissions of any contractor(s), subcontractor, or supplier, or of any of the contractor's agents or employees or any other persons (except



Contractor's own employees or consultant's hired by or working directly for the Contractor) at the site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications by the City of the Contract Documents when such interpretations or clarifications are given without the consultation and advice of Contractor.

**Sec. 3. Project Site.** Reasonable precautions will be taken to minimize damage to the Project Site from the Contractor's activities and use of equipment. The Contractor, well in advance of any testing or site investigation, will research and identify the accurate location of all utilities located on the Project Site including the presence and accurate location of hidden or obscured man-made objects known to the City. Contractor shall take all reasonable precautions to locate any hidden or obscured utilities or other man-made objects which may be on the Project Site, but are unknown to the City.

**Sec. 4. Time of Service.** The Contractor shall commence work on July 1, 2022 and end on June 30, 2023. All work set forth in the Scope of Services in Exhibit "A" shall be provided during the term of this Agreement. Time is of the essence with regard to this Project. If Contractor's obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit "A". The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have under any agreement or in law or equity.

**Sec. 5. Cancellation for Non-Conformity or Breach.**

A. In the event of the Contractor's failure to deliver or perform in accordance with the terms and conditions set forth herein, the City shall have the right to nullify this Agreement or any part hereof, without prejudice to its other rights, and the Contractor agrees that the City may return part or all of any delivery and may charge the Contractor with any loss or expense sustained as a result of such failure to deliver or to perform.

B. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

**Sec. 6. Insurance and Liability.** Contractor shall maintain and cause all consultants to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise,
	<input type="checkbox"/> \$2,000,000 per occurrence

Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Contractor under this Agreement and as set forth in Exhibit "A," and on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

For Non-Hazardous Activities:

\$1,000,000 per claim / \$1,000,000 annual aggregate

For Hazardous Activities:

For contracts less than \$100,000 –  
\$2,000,000 per claim / \$2,000,000 annual aggregate

For contracts over \$100,000 –  
\$5,000,000 per claim / \$5,000,000 annual aggregate

**Sec. 7. Documentation Requirements:**

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** on all policies except workers compensation and professional liability, and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

B. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

**Sec. 8. Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement or by operation of law. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.

**Sec. 9. Intellectual Property.** If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the City by virtue of the purchase or use of any good, service, or process hereunder, the Contractor shall indemnify and hold the City harmless from all claims, demands, and legal obligations against the City in preparation or in defense of such claims, or in settlement thereof.

**Sec. 10. Documents.** All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by the Contractor pursuant to this

Agreement, shall be the City's sole property. The Contractor shall furnish or cause to be furnished to the City any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Contractor for the Project. The documents so provided will remain the property of the City. All documents prepared by the Contractor for the City are subject to public records requirements, and the City will not assume any responsibility for any third party's use of the documents that are produced.

**Sec. 11. Attachments.** Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, 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 "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In the event any terms in any attachment hereto conflict with any terms in this Agreement without said attachment, the terms of this Agreement as written without said attachment shall control and take precedence over the contradictory language in the attachment, except in such case where the City has expressly waived said conflicting terms by stating the specific term in this Agreement which is to be waived and the alternative term which is to be effective. The waiver must be in writing and signed by the City Manager or a duly authorized representative of the City Manager.

**Sec. 12. Strict Compliance.** The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

**Sec. 13. Corporate Status.** If the Contractor experiences any change in corporate status whatsoever, including but not limited to incorporation, dissolution or suspension of incorporation, or any change in the status of partnership or sole proprietorship, and the Contractor does not notify the City of such change in status within three (3) business days from the date of the change in status, and/or the status existing at the time of execution of this Agreement is not reinstated within thirty (30) days, The City may, at its sole option, either declare the Agreement null and void or require execution by the Contractor of a new Agreement reciting the Contractor's correct legal entity and executed by a duly authorized agent of that entity.

**Sec. 14. Notices.**

A. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:  
Lloyd Payne, City Manager  
City of Concord  
P.O. Box 308  
Concord, NC 28206  
Fax Number: (704) 920-5555

VaLerie Kolczynski, Esq.  
City Attorney  
PO Box 308  
Concord, NC 28026

To the Contractor:  
Technologies Edge, Inc.  
Charles Spruill, President  
PO Box 997  
Concord, NC 28025  
Phone: 704-788-8426

B. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

**Sec. 15. Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and the Contractor shall survive the completion of the services and the termination of this Agreement.

**Sec. 16. Miscellaneous.**

A. **Choice of Law and Forum.** This Agreement shall be deemed made in Cabarrus County, North Carolina, and shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

B. **Waiver.** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

C. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

D. **Severability.** If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

E. **Assignment, Successors and Assigns.** Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

F. **City Policy.** THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

G. **EEO Provisions.** During the performance of this Agreement the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

H. **No Third Party Right Created.** This Agreement is intended for the benefit of the City and the Contractor and not any other person.

I. **Principles of Interpretation.** In this Agreement, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

J. **Modifications, Entire Agreement.** A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the

City unless the City Manager or other duly authorized official signs it for the City. This Agreement, including all exhibits and attachments hereto, contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

K. Corporate seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

[SIGNATURE PAGE(S) FOLLOW]

CITY OF CONCORD:

Technologies Edge, Inc.  
(Typed or Printed Legal Name of Contractor)

By: \_\_\_\_\_  
City Manager

By: Charles Spruill  
Signature of President/Vice President/Manager/Partner

Date: \_\_\_\_\_

Printed Name: Charles Spruill

Title: President

ATTEST BY:

Date: 6/30/22

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

ATTEST: Charles P. Bridges  
BY: \_\_\_\_\_  
Signature of Vice President, Secretary, or other officer

Printed Name: Charles P. Bridges

Title Vice-President

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City of Concord

SEAL

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Signature

**EXHIBIT "A"**

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and Technologies Edge, Inc. dated JULY 1, 2022.

**Scope of Services:**

The fee for services shall not exceed the amounts listed below and shall be based on the fee table below and be invoiced monthly. Invoices shall be directed to: City of Concord, ATTENTION: City Manager's Office, PO Box 308, Concord, NC 28026-0308. Should changes or extra services be needed which will cause a cost overrun; Technologies, Edge, Inc. will consult with the City for adjustments prior to conducting the work.

The actual budget is set annually by the City Council. The budget for the scope of services is based on the following estimates:

- |  |  |
|--|--|
| 1. Consulting / Administration                         | \$91,842 / Month   |
| 2. On-Site Full Time Manager and Support Staff         | Salary and Benefits Cost Pass Through<br>(Pass Through Benefits are the same as<br>Similarly situated City co-workers Health,<br>Dental, Disability, State UI, Life Insurance,<br>Employer portion of FICA.<br>Full Time Manager \$12,906 / Month<br>Support Staff \$7,535 / Month |
| 3. On Site Manager for Police                          | \$9,329 / Month  |
| a. Maintenance and Administration of Police Network    |  |
| 4. Systems Engineers                                   | \$80.00 / Hour   |
| a. Services, Moves, Adds, Changes                      |  |
| 5. On Site Manager for Fire                            | \$8,662 / Month  |
| a. Maintenance and Administration of Fire Network      |  |
| 6. GIS Department                                      | \$16,207 / Month   |
| a. GIS Manager   |  |
| b. Certified Oracle/MS SQL Database Administrator      |  |
| 7. Other Technical Services outside Scope of Agreement | \$80.00 / Hour   |
| 8. Network Engineer                                    | \$10,318 / Month   |
| 9. Additional Staffing as mutually agreed upon         | \$ To Be Determined  |
| 10. Annual Agreement Increase                          |  |
| a. Will Be Negotiated                                  |  |

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

\*\*\*\*\*

I, Charles Spruill (the individual signing below), being duly authorized by and on behalf of Technologies Edge, Inc.(the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
- 3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO X.
- 4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
- 5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*Charles Spruill*

Signature of Affiant

Print or Type Name: Charles Spruill

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the 30<sup>th</sup> day of June, 2022

My Commission Expires:

9-15-2024

*Elaine Ellis*  
Notary Public

(Affix Official/Notarial Seal)

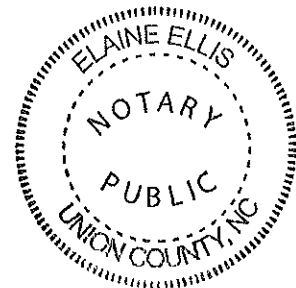




EXHIBIT "C"

TAX FORM(S)

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Technologies Edge, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>80 Spring Street Southwest</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Concord, North Carolina 28026</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table>											<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table>										
or																					
Employer identification number																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;">5</td> <td style="width: 10%; border: 1px solid black;">6</td> <td style="width: 10%; border: 1px solid black;">-</td> <td style="width: 10%; border: 1px solid black;">2</td> <td style="width: 10%; border: 1px solid black;">0</td> <td style="width: 10%; border: 1px solid black;">0</td> <td style="width: 10%; border: 1px solid black;">5</td> <td style="width: 10%; border: 1px solid black;">0</td> <td style="width: 10%; border: 1px solid black;">8</td> <td style="width: 10%; border: 1px solid black;">8</td> </tr> </table>	5	6	-	2	0	0	5	0	8	8											
5	6	-	2	0	0	5	0	8	8												

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real-estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>6/27/2022</u>
------------------	----------------------------	-------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**EXHIBIT "D"**

**CERTIFICATE OF INSURANCE**



TECHEDG-01

JHMORRISON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Morrison Agency 167 Church St. NE Concord, NC 28025	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (704) 706-2325      FAX (A/C, No): (704) 782-2263 E-MAIL ADDRESS: hunter@morrisoninsagency.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b>  Technologies Edge PO Box 997 Concord, NC 28026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Hartford</td> <td style="width: 20%;">NAIC # 34690</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Hartford	NAIC # 34690	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Hartford	NAIC # 34690												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		22SBAUL4545	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		22SBAUL4545	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			22WBCEM0727	1/1/2022	1/1/2023	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Umbrella	X		22SBAUL4545	1/1/2022	1/1/2023	Excess \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Concord

The City of Concord is named as additional insured as required by written contract. Waiver of Subrogation is granted in favor of the City of Concord on GL and Workers Compensation policies.

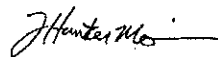
The City of Concord is named as additional insured as required by written contract. Waiver of subrogation is granted in favor of the City of Concord on GL and Workers Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Concord  
 Attention: Risk Management  
 PO Box 308  
 Concord, NC 28026-0308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Prepared by and Return to Concord City Attorney, ROD Box

STATE OF NORTH CAROLINA    )  
COUNTY OF CABARRUS         )

P/O PIN #     4680-30-2520

Grant of Greenway Trail Easement

The undersigned Grantor, Tarleton Place, LLC, a North Carolina limited liability company (“Grantor”), in consideration of payment to the Grantor of the sum of One Dollar, (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation (“Grantee”), the right, privilege, and permanent easement to enter and re-enter the Easement Area (defined below) at any time to install, maintain, repair, rebuild, operate and patrol at Grantee’s expense a public active or passive greenway, park, and recreational purposes, for the purposes of installing, maintaining, repairing, rebuilding, operating, and patrolling said Easement Area for greenway purposes (including, without limitation, greenway walking trail improvements); and public fiber utilities and any and all related fixtures or appurtenances (excluding lighting) for the purpose of providing security along the greenway; and the right to clear said Easement Area and keep it clear of brush, trees, buildings, obstructions, and fire hazards. The area subject to the easement rights set forth above (“Easement Area”) is described as follows:

Lying and being in Number Two (2) Township, City of Concord, County of Cabarrus, being a portion of the parcel designated “COMMON OPEN SPACE” and being, specifically, the area designated “30’ Easement for Future Greenway (to be conveyed to the City of Concord),” as shown on the map titled, “Final Plat for Granary Oaks, Sheet 1 of 3” recorded in Map Book 77, at Page 71 of the Cabarrus County Registry.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time from property not owned by Grantor as necessary for construction, reconstruction, enlargement and/or maintenance.

The Grantor confirms that, at the time of conveyance, Grantor is the owner of the Easement Area and has the right to grant the easement rights set forth herein.

The Grantor and its successors and assigns shall have the right to use the Easement Area for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor and its successors and assigns shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within the Easement Area or drill or operate any well or septic system within the Easement Area without the express written permission of the Grantee.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

Tarleton Place, LLC,  
a North Carolina limited liability company

BY: [Signature]  
William E. Saint, Manager

STATE OF NORTH CAROLINA  
COUNTY OF ~~CABARRUS~~ Mecklenburg

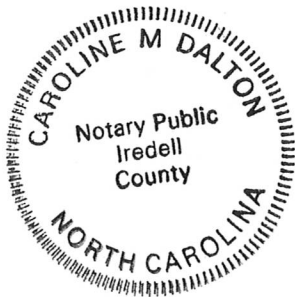
I, Caroline M Dalton, a Notary Public for Iredell County, State of North Carolina, certify that William E. Saint came before me this day and acknowledged that he is the Manager of Tarleton Place, LLC, a North Carolina limited liability company and that by authority duly given and as the act of said North Carolina limited liability company, the foregoing instrument was signed in its name by its Manager.

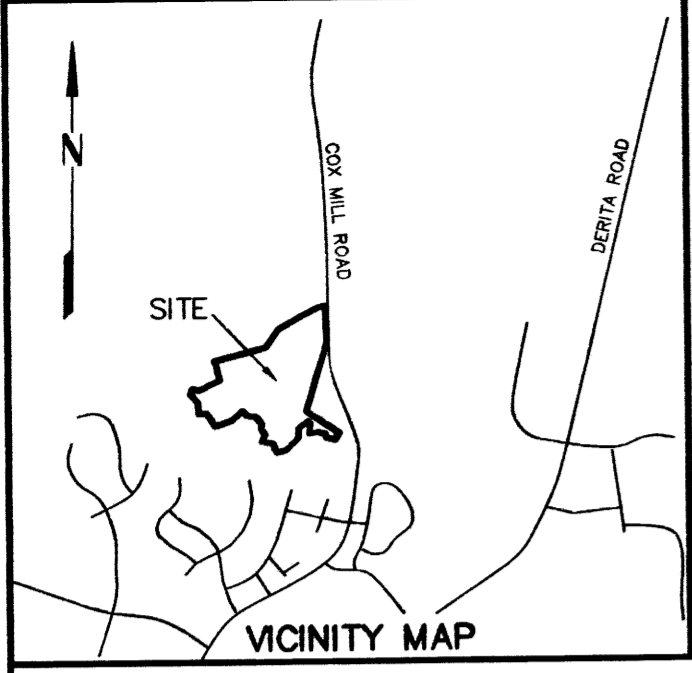
WITNESS my hand and official seal, this the 1st day of June, 2022.

(SEAL)

[Signature]  
Notary Public

My Commission Expires: 9/27/23





- GENERAL NOTES:**
- BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED IN FIELD ON DATE(S) OF SURVEY.
  - NORTH ORIENTATION IS BASED ON NORTH CAROLINA STATE PLANE GRID COORDINATE SYSTEM (NAD-83).
  - ALL DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREAS WERE CALCULATED USING THE COORDINATE METHOD.
  - THE LOCATIONS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON ABOVE GROUND VISIBLE APPURTENANCES.
  - A PORTION OF SUBJECT PROPERTY SHOWN HEREON IS GRAPHICALLY LOCATED IN A DESIGNATED ZONE AE SPECIAL FLOOD HAZARD AREA AS SHOWN ON COMMUNITY PANEL NUMBER 3710468000 J, EFFECTIVE DATE NOVEMBER 5, 2008.

**CERTIFICATE OF SURVEY AND ACCURACY.**

I, EDWIN S. GODSEY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED RECORDED IN BOOK AS SHOWN, PAGE AS SHOWN, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK AS SHOWN, PAGE AS SHOWN, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10.000. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE § 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 29TH DAY OF JUNE A.D. 2018.

EDWIN S. GODSEY NC L-3470  
LANDTEC

R.M. McGRAW & LEJIA MCGRAW  
DB 311 PG 258  
PIN# 46804201960000  
ZONING: LDR

I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICALLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICES" 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 FOR THE SUBDIVISION OF GRANARY OAKS.

*M. E. H. P.* 7/10/18  
DIRECTOR OF ENGINEERING DATE

**CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION.**

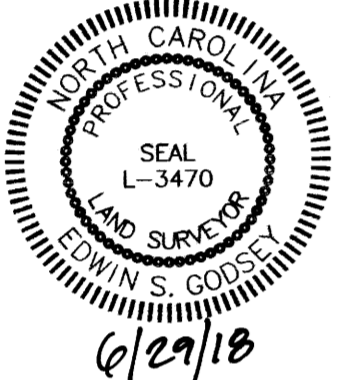
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON 7-11-18 2018.

*Kevin G. Deason*  
DATE CITY CLERK

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I, *Greg Belk* REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

*Greg Belk (PDG)* 07/11/2018  
REVIEW OFFICER DATE



HIGHLAND CREEK COMMUNITY ASSOCIATION, INC.  
DB 6527 PG 332 (TRACT 2)  
PIN# 46801099280000

CHRISTENBURY VILLAGE  
A-CHRISTENBURY HALL PROPERTY OWNERS ASSOCIATION, INC.  
DB 7982 PG 54 (PARCEL c)  
PIN# 46801082090000

CHRISTENBURY MASTER ASSOCIATION, INC.  
DB 7982 PG 52 (PARCEL 2)  
PIN# 46801082090000

CHRISTENBURY MASTER ASSOCIATION, INC.  
DB 9837 PG 344 (PARCEL 2)  
PIN# 45893909050000

CHRISTENBURY MASTER ASSOCIATION, INC.  
DB 7982 PG 52 (PARCEL 9)  
PIN# 45893947730000

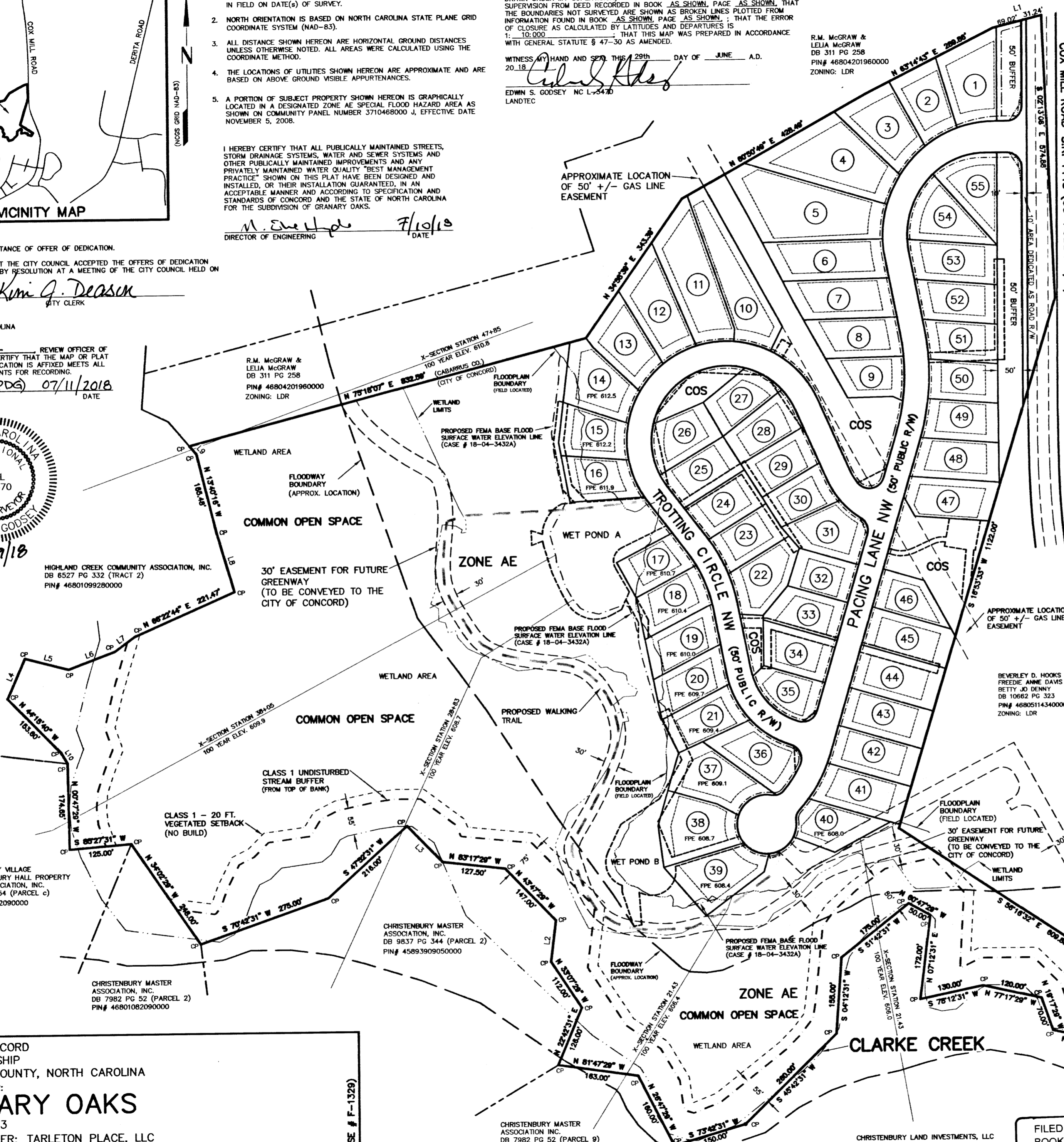
CHRISTENBURY LAND INVESTMENTS, LLC  
DB 7227 PG 295  
PIN# 45894917740000

CITY OF CONCORD  
NO. 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA  
FINAL PLAT FOR:  
**GRANARY OAKS**  
SHEET 1 OF 3  
RECORD OWNER: TARLETON PLACE, LLC

SURVEYED BY:	SURVEY DATE(S):	PROJECT NUMBER:
EG, PB	2-18	15008
DRAWN BY:	PLAT DATE:	DRAWING NAME:
EG	5-18	15008PLAT1
CHECKED BY:	DRAWING SCALE:	FIELD BOOK:
EG	1"=150'	01-18



(NC FIRM LICENSE # F-1329)



**DEVELOPMENTAL DATA**

SITE AREA:	57.438 ACRES
EXISTING ZONING:	RM-2
JURISDICTION:	CITY OF CONCORD
PROPOSED USES:	SINGLE FAMILY RESIDENTIAL
MAXIMUM DENSITY:	4.0 d.u./acre
PROPOSED DENSITY:	0.96 d.u./acre
PROPOSED NUMBER OF LOTS:	55
TOTAL ACRES IN LOTS:	17.51 ACRES
OPEN SPACE REQUIRED:	4.6 AC. OR 8X
OPEN SPACE PROVIDED:	33.7 AC. OR 58.7%
ACTIVE OPEN SPACE:	0.33 ACRES
TRAILS THRU NATURAL AREAS:	0.48 ACRES
USEABLE POCKETS IN SUBDIVISION:	32.89 ACRES
PASSIVE OPEN SPACE:	80 FT. (AT SETBACK)
MINIMUM LOT WIDTH:	10,000 SQ. FT.
MINIMUM BUILDING LINE:	25 FT.
FRONT SETBACK:	20 FT. AGGREGATE (5 FT. MINIMUM)
SIDE YARD (INTERIOR) SETBACK:	12.5 FT. (HALF FRONT)
CORNER YARD (EXTERIOR) SETBACK:	25 FT.
REAR YARD:	20 FT. MAIN STRUCTURE
MINIMUM BUILDING SEPARATION:	17 FT. FOR 3rd CAR GARAGE
OPTION:	
NEW ROAD RIGHT-OF-WAY:	4.02 ACRES
EXISTING IMPERVIOUS AREA:	7,466 SQ. FT.
PROPOSED IMPERVIOUS AREA:	448,740 SQ. FT. 17.9% OF SITE)
PSDE EASEMENT (PRIVATE):	PUBLIC STORM DRAINAGE
FPE:	STORM DRAINAGE EASEMENT
NEW ROAD R/W:	0.177 ACRES
COX MILL ROAD:	2.127 ACRES
PACING LANE NW:	1.716 ACRES
TROTTING CIRCLE NW:	
ROAD CENTERLINE LENGTHS:	
PACING LANE NW:	1,711 FT.
TROTTING CIRCLE NW:	1,524 FT.

**CERTIFICATE OF FEE PAYMENT.**

I HEREBY CERTIFY THAT ALL FEES FOR THE SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

*Paul Hester* 7/11/18  
FINANCE DIRECTOR DATE

**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 GRANARY OAKS SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION / ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 7/11/18.

*P. Hester*  
DATE DEVELOPMENT SERVICES DIRECTOR

**CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION.**

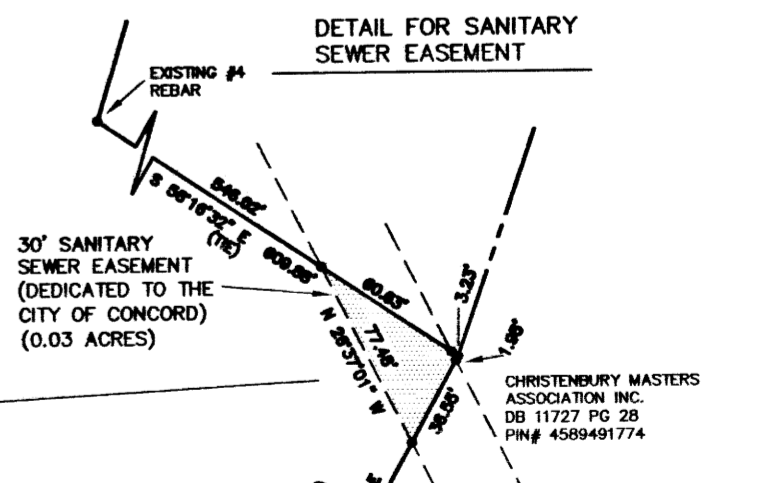
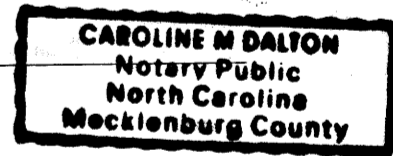
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, OPEN SPACE AND/OR PARKS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND 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.

BY: *Beverly D. Hooks* 6-29-18  
OWNER DATE

*Caroline M Dalton*, A NOTARY PUBLIC  
FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT I PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

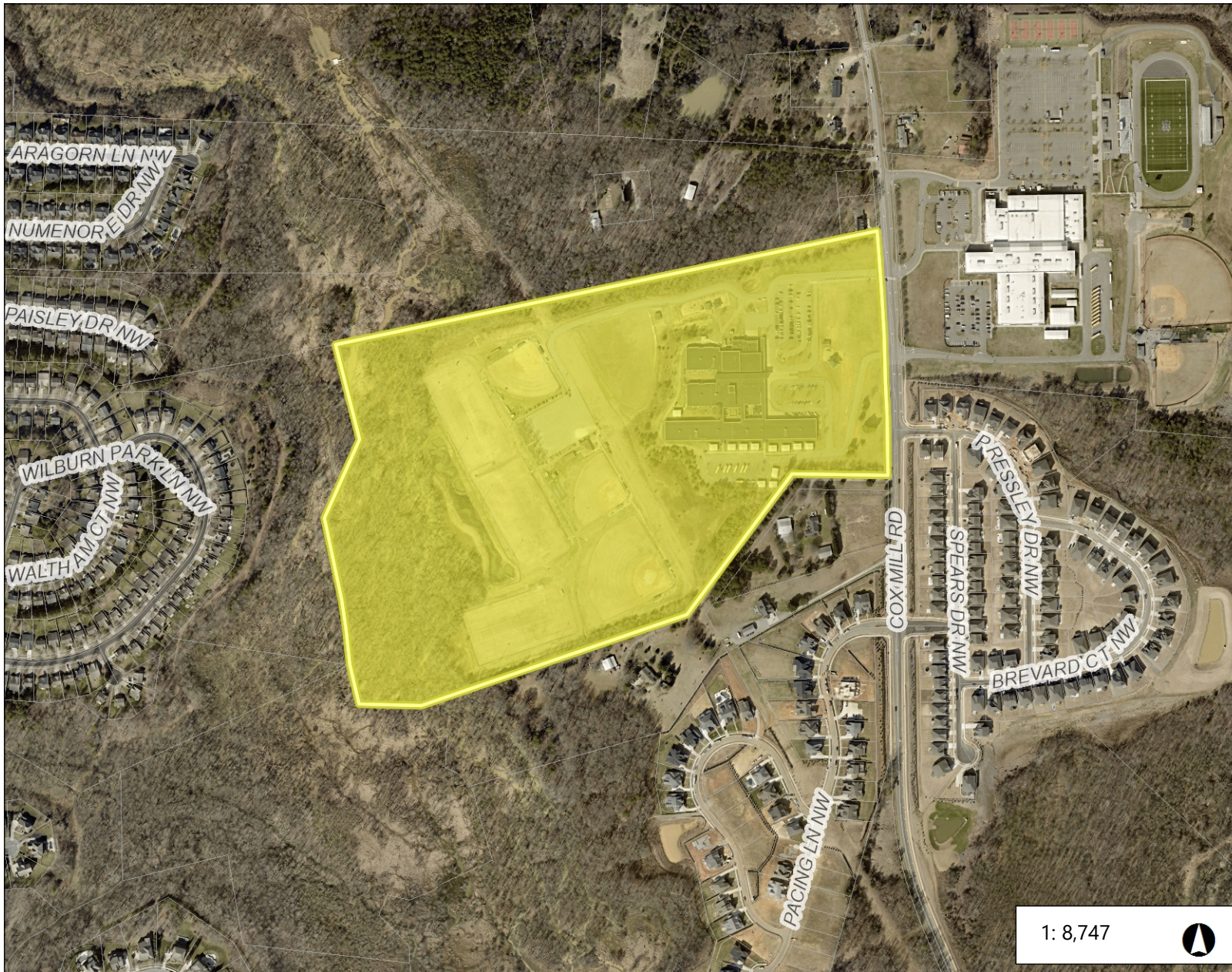
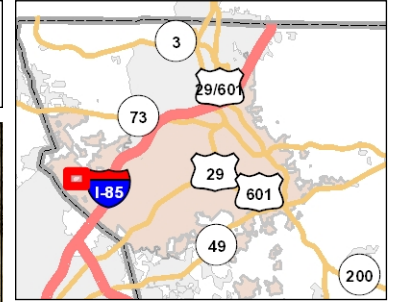
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 29th DAY OF June 2018.

MY COMMISSION EXPIRES: 8/11/18



FILED Jul 11, 2018 03:40 pm  
BOOK 00077  
PAGE 0071 THRU 0071  
INSTRUMENT # 16785  
EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS



### Legend

- Address Point
- Parcels
- Speedways & Race Tracks
- Airports & Airstrips
- + Railroad
- Highways
  - Interstate
  - NC Highway
  - US Highway
- Roads
- Parks
- Cabarrus County

1: 8,747



1,457.9 0 728.94 1,457.9 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

PID# 4680-32-1476

65.08 Acres



**GENERAL NOTES:**

ALL DIMENSIONS ARE IN US SURVEY FEET AND DECIMALS THEREOF AND REPRESENT HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.

THIS BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED ON THE DATE OF THE FIELD SURVEY.

**BASIS OF BEARINGS:**  
BEARINGS ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83/2011.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR CONDITIONS NOT OBSERVED OR SHOWN HEREON.

THE LOCATION OF UTILITIES AS SHOWN HEREON ARE BASED ON OBSERVED EVIDENCE OF VISIBLE APPURTENANCES ON OR ABOVE THE SURFACE, PLANS, INFORMATION PROVIDED BY THE UTILITY OWNERS AND MARKINGS BY UTILITY LOCATORS TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR PRIVATE UTILITY LOCATE REQUESTS MAY BE NECESSARY.

**GENERAL NOTES CONTINUED:**

ALL COORDINATES SHOWN HEREON ARE GRID UNLESS OTHERWISE NOTED. PROJECT CONTROL WAS ESTABLISHED UTILIZING THE NCGS REAL TIME NETWORK AND BASED ON NAD 83 / 2011, NAVD 88 AND GEOID 2018. THE PROJECT WAS LOCALIZED FROM NCGS MOUNDMENT "MC 135" USING AN AVERAGE COMBINED GRID FACTOR OF 0.999848891.

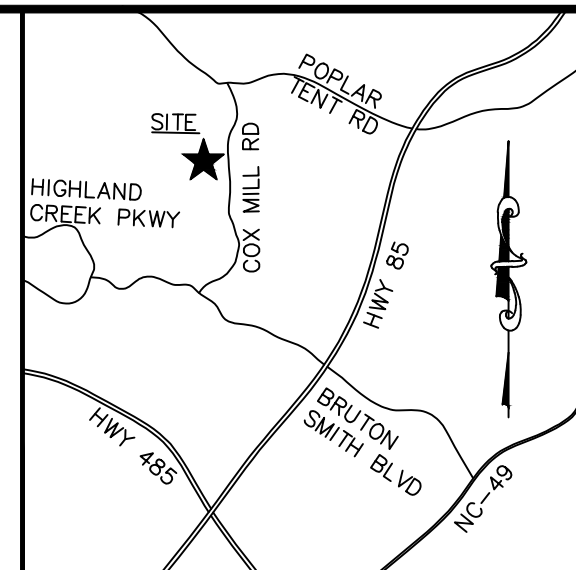
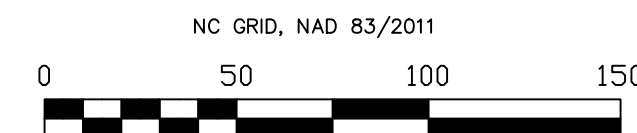
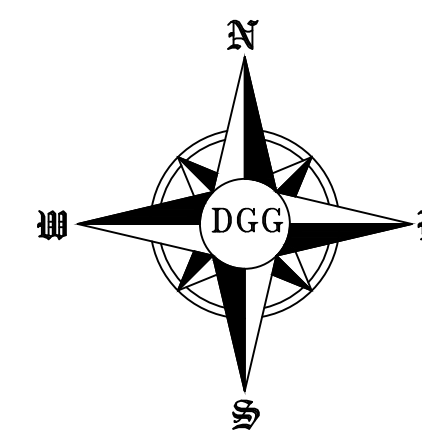
THE NORTH CAROLINA NATURAL GAS CORP. RIGHT OF WAY AS RECORDED IN DEED BOOK 289, PAGE 39 DOES NOT STATE A WIDTH NOR DOES IT DESCRIBE A LOCATION OF THE EASEMENT. MAP BOOK 39, PAGE 41 CALLS FOR A REPUTED EASEMENT WIDTH OF 55'. WE FOUND GAS RIGHT OF WAY MARKERS ON AND NEAR THE SUBJECT PROPERTY APPROXIMATELY 50' APART. THEREFORE WE HAVE SHOWN THE APPROXIMATE LOCATION OF THE EASEMENT BY ESTABLISHING THE CENTERLINE OF THE TWO FIELD LOCATED GAS LINES AND OFFSETTING IT 25' EACH SIDE. THESE LOCATIONS WERE ALL ON THE SOUTHERLY SIDE OF THE PROPERTY AS SHOWN. WE COULD NOT LOCATE THE GAS LINES NORTHERLY OF HERE AS THE LANDS ARE INUNDATED. WE HAVE PROJECTED THE EASEMENT TO THE NORTHERLY PROPERTY LINE AS THIS IS THE BEST AVAILABLE EVIDENCE WE HAD AT THE TIME OF THIS SURVEY.

**FLOOD ZONE:** ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER 3710468000K, EFFECTIVE DATE NOVEMBER 16, 2018, A PORTION OF THE SUBJECT PARCEL LIES IN ZONE AE, WHICH IS DEFINED THEREON AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.

**LEGEND**

- = COMPUTED POINT
- ⊙ = FOUND SURVEY MARKER
- ⊕ = WATER METER
- ⊕ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊕ = WATER SPIGOT
- BFF = BACK FLOW PREVENTER
- ⊕ = GAS VALVE
- ⊕ = GAS LINE MARKER
- ⊕ = GAS METER
- ⊕ = AIR RELEASE VALVE
- ⊕ = POWER POLE
- ⊕ = LIGHT POLE
- ⊕ = GUY ANCHOR
- DI = DROP INLET
- CB = CATCH BASIN
- D = DRAINAGE MANHOLE
- BU = BOLLARD
- PD = POST
- ⊗ = FENCE POST
- MB = MAILBOX
- ⊕ = SIGN
- ⊕ = R/W MARKER
- R/W = RIGHT OF WAY LINE
- = LINE NOT SURVEYED
- OE = OVERHEAD ELECTRIC LINE
- UE = UNDERGROUND ELECTRIC LINE
- UT = UNDERGROUND TELEPHONE
- G = GAS LINE
- [Pattern] = PERMANENT PUBLIC SANITARY SEWER EASEMENT
- [Pattern] = PERMANENT SIDEWALK EASEMENT

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	72.68'	112.98'	N45°00'59"E	101.95'
C2	119.52'	83.16'	S71°30'55"E	81.49'
C3	76.36'	66.40'	N74°55'57"W	64.33'
C4	315.95'	74.08'	S63°25'10"W	73.92'
C5	38.90'	39.80'	N22°56'44"E	38.08'



VICINITY MAP NTS

**ABBREVIATIONS:**

- R/W = RIGHT OF WAY
- MB = MAP BOOK
- DB = DEED BOOK
- PG = PAGE
- SQ FT = SQUARE FEET
- AC = ACRES
- CONC. = CONCRETE

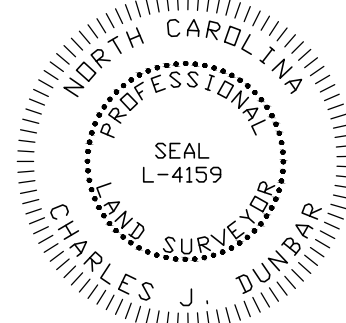
**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION OF THE DEED(S) AND/OR MAP(S) AS SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM THE DEED(S) AND/OR MAP(S) AS SHOWN HEREON; THAT THE POSITIONAL ACCURACY IS 0.10 FEET ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL.

I FURTHER CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

CHARLES J. DUNBAR, NCPLS L-4159

DATE



**CERTIFICATE OF EXEMPTION PLAT APPROVAL**

I HEREBY CERTIFY THAT THE PROPOSED SUBDIVISION IS EXEMPT FROM THE CITY OF CONCORD SUBDIVISION ORDINANCE AND THAT THE RESULTING LOTS MEET THE MINIMUM STANDARDS OF THE CONCORD DEVELOPMENT ORDINANCE.

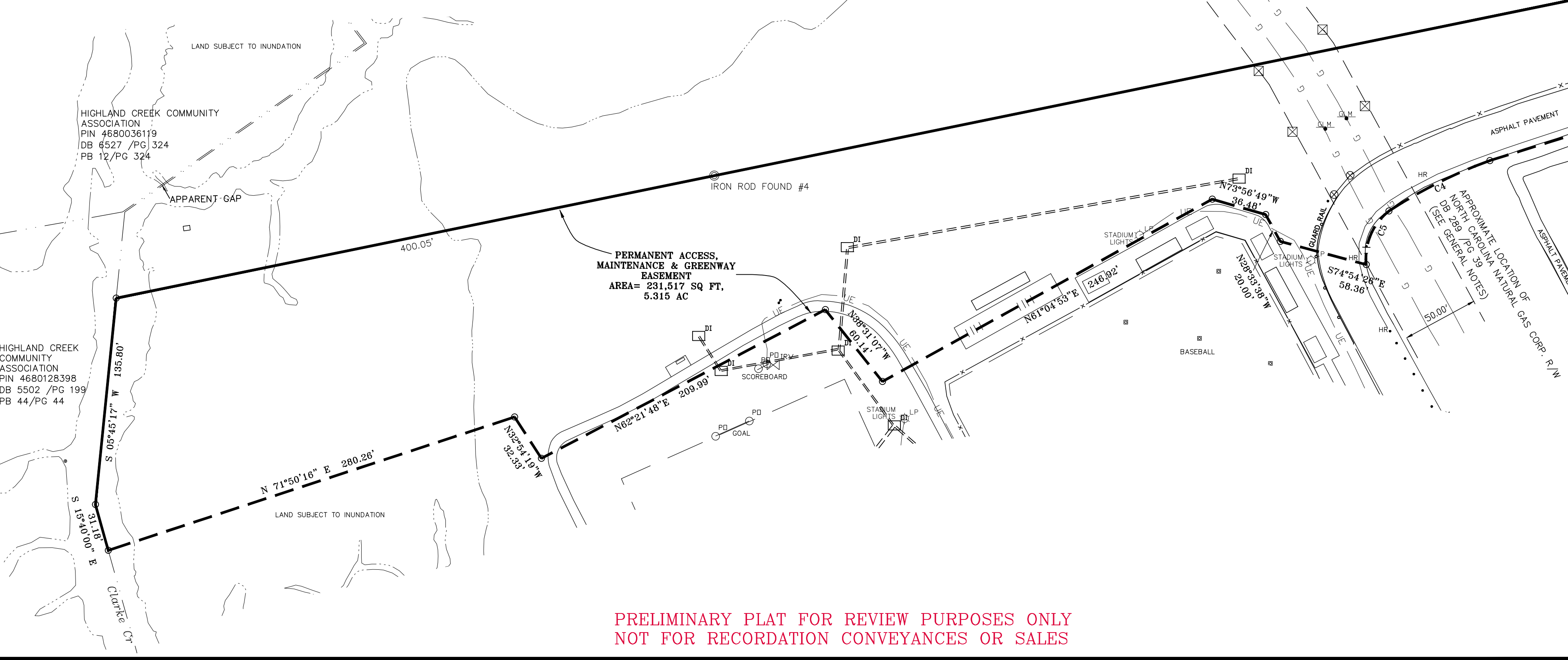
DATE \_\_\_\_\_ DIRECTOR OF PLANNING AND NEIGHBORHOOD DEVELOPMENT

STATE OF NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, REVIEW OFFICER OF CABARRUS COUNTY, N.C. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

THE PURPOSE OF THIS PLAT IS TO CREATE THE EASEMENTS AS SHOWN HEREON FOR CONVEYANCE TO THE CITY OF CONCORD.



HIGHLAND CREEK COMMUNITY ASSOCIATION  
PIN 4680036119  
DB 6527 /PG 324  
PB 12/PG 324

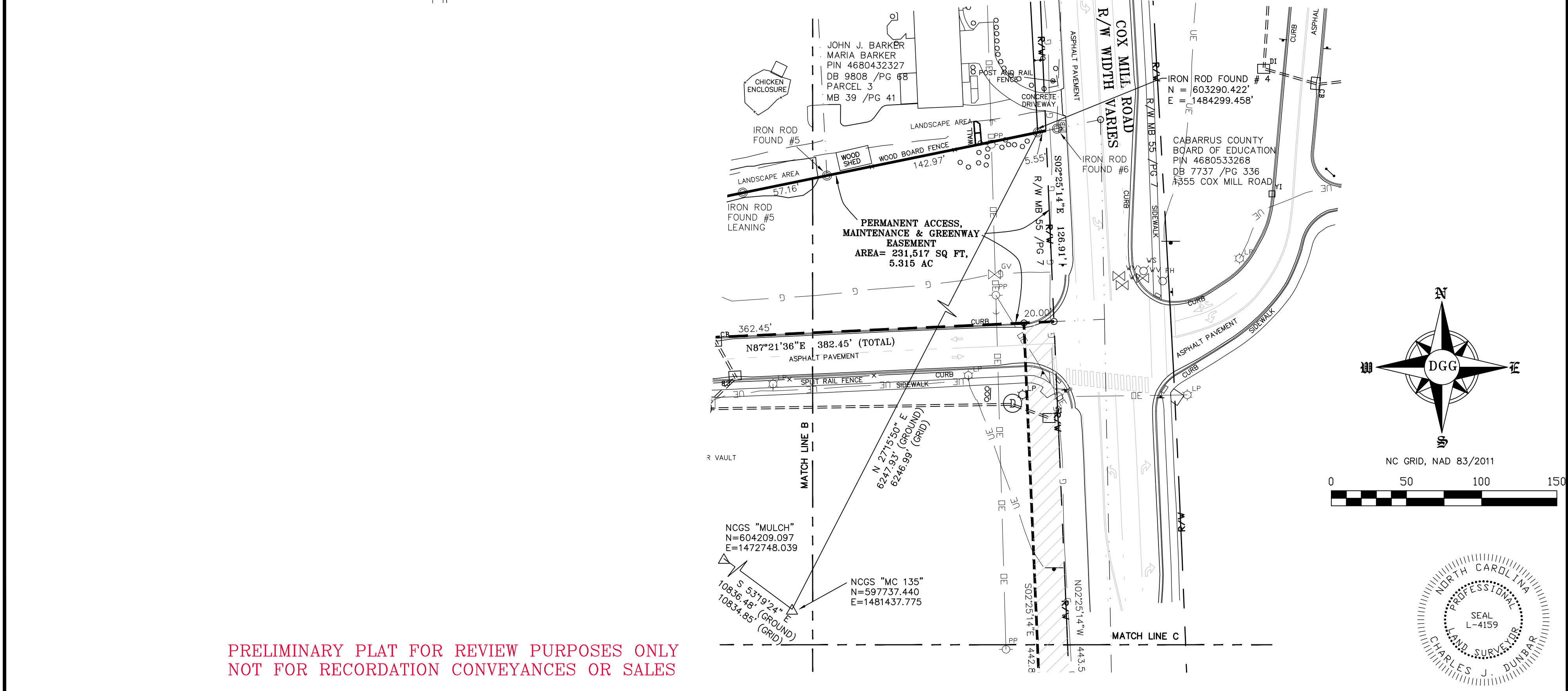
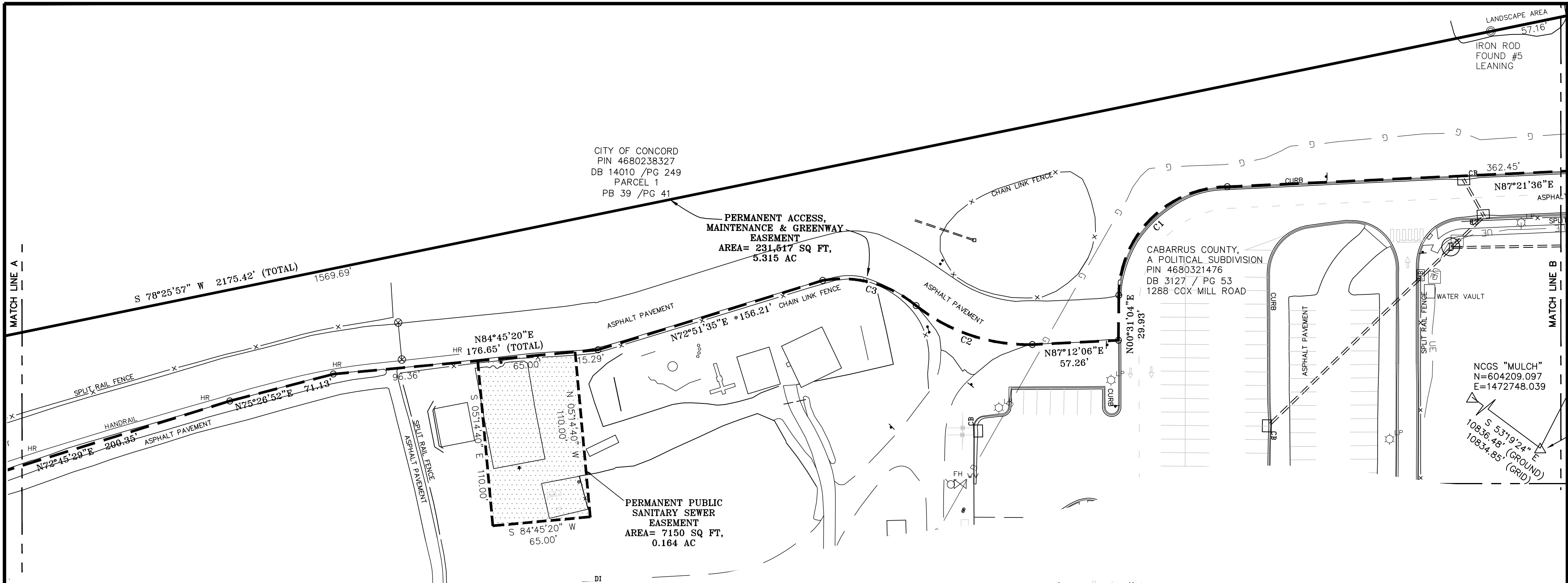
HIGHLAND CREEK COMMUNITY ASSOCIATION  
PIN 4680128398  
DB 5502 /PG 199  
PB 44/PG 44

PERMANENT ACCESS, MAINTENANCE & GREENWAY EASEMENT  
AREA= 231,517 SQ FT,  
5.315 AC

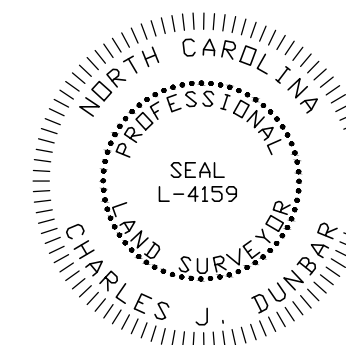
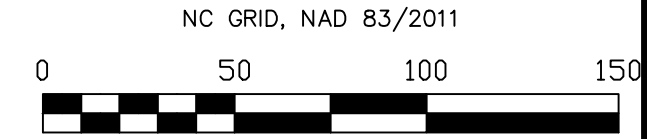
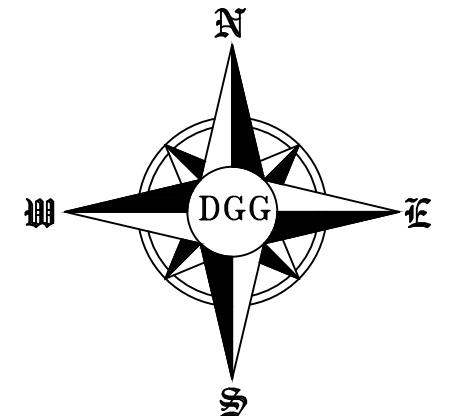
THE LANDS OF CABARRUS COUNTY  
DB 3127/PG 53

SCALE: 1" = 50'  
MAP DATE: 05/25/22  
FIELD DATE: MARCH 2022  
JOB NO.: 21001  
DRAWING: 01\_NW\_COMMUNITY\_PARK\_EASEMENT\_PLAT  
SHEET: 1 OF 3

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY  
NOT FOR RECORDATION CONVEYANCES OR SALES



PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY  
 NOT FOR RECORDATION CONVEYANCES OR SALES



PREPARED FOR:  
 CITY OF CONCORD

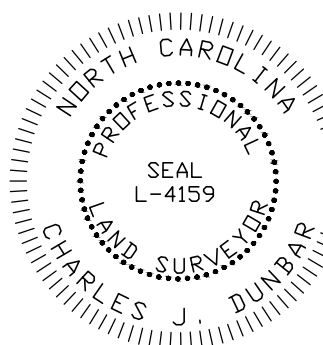
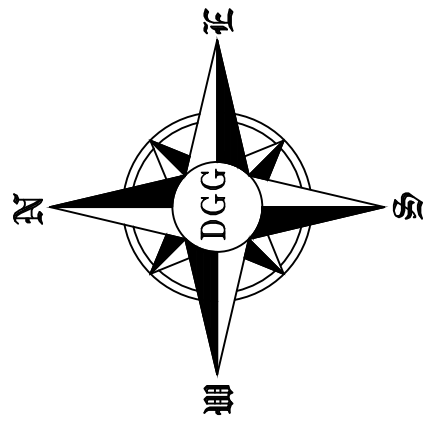
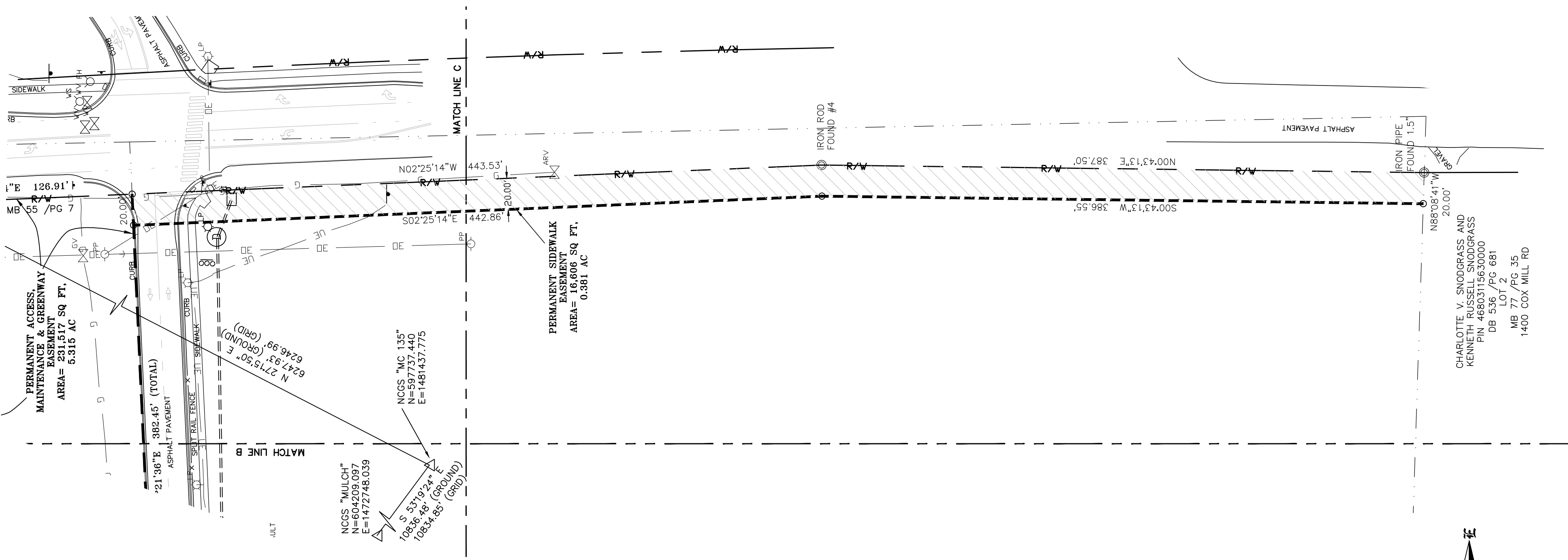
DUNBAR GEOMATICS GROUP, PLLC  
 PROFESSIONAL SURVEYORS  
 P.O. BOX 3053  
 HUNTERSVILLE, NC 28070  
 704-506-4126  
 NC LIC. NO. P-0865



MAP OF EASEMENT PLAT  
**THE LANDS OF CABARRUS COUNTY**  
**DB 3127/PG 53**  
 CONCORD, CABARRUS COUNTY, NORTH CAROLINA

TITLE:  
 SCALE: 1" = 50'  
 MAP DATE: 05/25/22  
 FIELD DATE: MARCH 2022  
 JOB NO.: 21001  
 DRAWING: 01\_NW\_COMMUNITY\_PARK\_EASEMENT\_PLAT  
 SHEET: 2 OF 3

DRAWN BY: SC  
 CHECKED BY: CJD  
 CREW CHIEF: SD  
 FILE NO.: 05-13  
 JOB NO.: 21001



PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY  
 NOT FOR RECORDATION CONVEYANCES OR SALES

DRAWN BY: SC CJD  
 CHECKED BY: CJD SD  
 CREW CHIEF: SD  
 FILE NO.: 05-13 JOB NO.: 21001  
 SHEET: 3 OF 3 DRAWING: 01\_NW\_COMMUNITY\_PARK\_EASEMENT\_PLAT

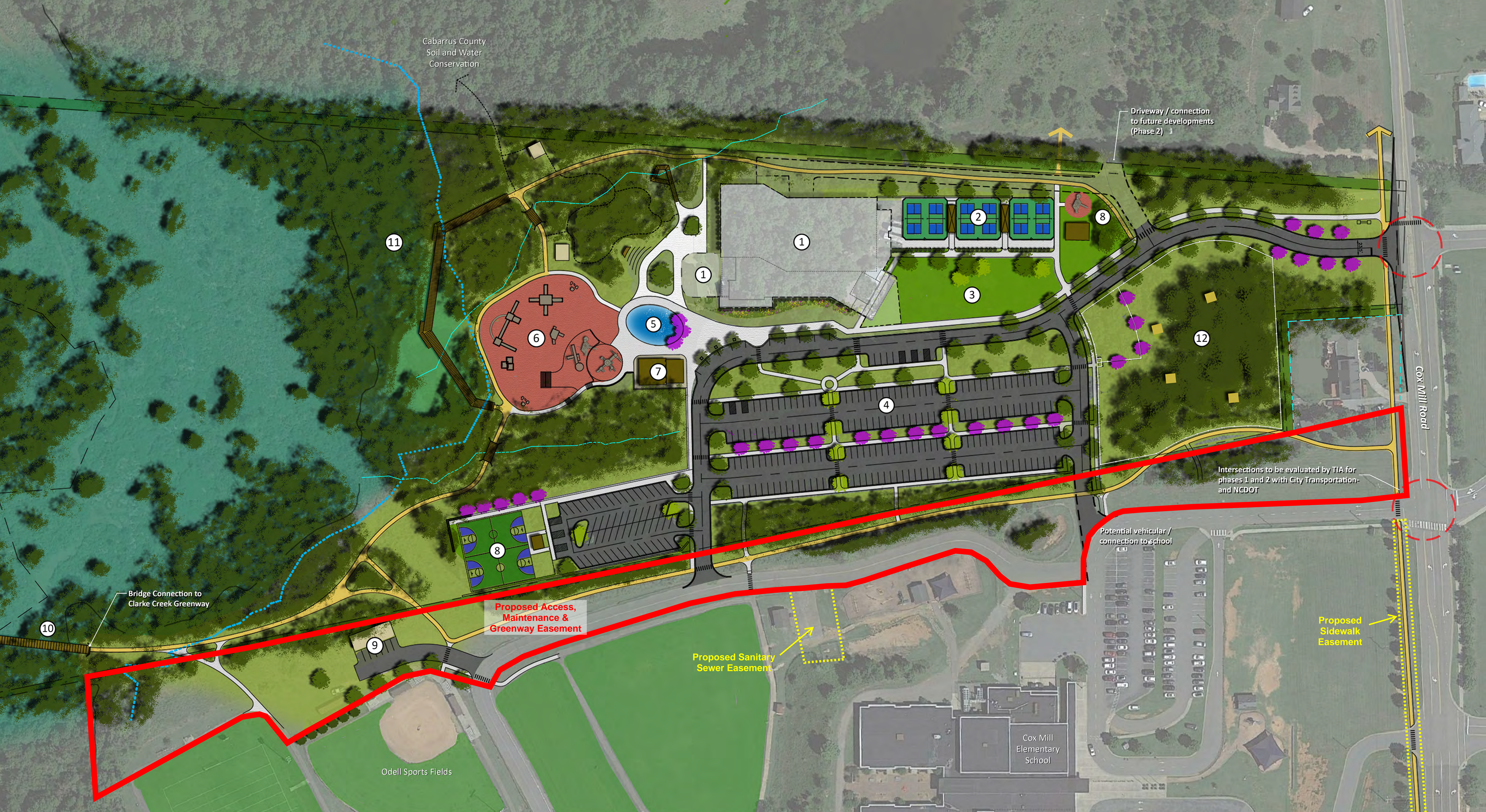
TITLE: MAP OF EASEMENT PLAT  
**THE LANDS OF CABARRUS COUNTY**  
**DB 3127/PG 53**  
 CONCORD, CABARRUS COUNTY, NORTH CAROLINA

**DUNBAR GEOMATICS**  
 DUNBAR GEOMATICS GROUP, PLLC  
 PROFESSIONAL SURVEYORS  
 P.O. BOX 3053  
 HUNTERSVILLE, NC 28070  
 704-506-4126  
 NC LIC. NO. P-0865

PREPARED FOR:  
 CITY OF CONCORD

# J.E. "Jim" Ramseur Park Master Plan

April 22, 2022



**Key**

- ① Future Recreation Center & Outdoor Education (Phase 2)
- ② (6) Pickle Ball Courts & (2) Shade Structures
- ③ Open Lawn/Event Space
- ④ Parking (+/- 256 Spaces)
- ⑤ Splash Pad
- ⑥ Adventure / Obstacle Playground
- ⑦ Restrooms & Pavilion
- ⑧ (2) Basketball Courts w/Restroom/Shelter
- ⑨ Maintenance Area
- ⑩ Greenway Trail / Boardwalks
- ⑪ Pedestrian Bridge / Boardwalk
- ⑫ Small & Large Dog Park

- Proposed Pavilion
- Asphalt Pavement
- Concrete Walks
- Boardwalk / Bridge
- Play Area
- 10' Multi-Use Trail
- Natural Surface Trail
- 100 Year Flood Elevation
- Wetland
- Property Lines



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

June 14, 2022

Mr. Lloyd Payne Jr., City Manager  
City of Concord  
Post Office Box 308  
Concord, North Carolina 28026-0308

RE: FY2023 Metropolitan Planning Grant Program (Section 5303)  
Project No. 23-08-108  
WBS Element No(s). 36230.7.22.6  
Period of Performance: 7/1/2022 – 6/30/2023

Dear Mr. Payne:

On May 5, 2022, the Board of Transportation approved your organization's request for an FY23 Metropolitan Planning Grant in the amount of \$195,639. The agreement to be executed between City of Concord and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield  
Director

RB\mf  
Attachments

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
INTEGRATED MOBILITY DIVISION  
1550 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1550

*Telephone:* 919-707-2600  
*Fax:* 919-733-1391  
*Customer Service:* 1-877-368-4968

*Location:*  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

*Website :* [www.ncdot.gov](http://www.ncdot.gov)

**2022 North Carolina LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

**Finding your jurisdiction:**

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NC	ALAMANCE COUNTY	County	\$11,189	
NC	BURLINGTON CITY	Municipal	\$43,917	\$55,106
NC	BUNCOMBE COUNTY	County	\$18,219	
NC	ASHEVILLE CITY	Municipal	\$61,926	\$80,145
NC	CABARRUS COUNTY	County	*	
NC	CONCORD CITY	Municipal	\$10,112	
NC	KANNAPOLIS CITY	Municipal	\$11,398	\$21,510
NC	CATAWBA COUNTY	County	*	
NC	HICKORY CITY	Municipal	\$16,903	\$16,903
NC	CUMBERLAND COUNTY	County	\$49,900	
NC	FAYETTEVILLE CITY	Municipal	\$163,820	\$213,720
NC	DAVIDSON COUNTY	County	*	
NC	LEXINGTON CITY	Municipal	\$10,441	\$10,441
NC	DURHAM COUNTY	County	*	
NC	DURHAM CITY	Municipal	\$193,287	\$193,287
NC	FORSYTH COUNTY	County	\$17,710	
NC	WINSTON-SALEM CITY	Municipal	\$237,952	\$255,662
NC	GASTON COUNTY	County	\$17,082	
NC	GASTONIA CITY	Municipal	\$55,464	\$72,546
NC	GUILFORD COUNTY	County	\$19,057	
NC	GREENSBORO CITY	Municipal	\$210,160	
NC	HIGH POINT CITY	Municipal	\$68,627	\$297,844
NC	HALIFAX COUNTY	County	*	
NC	ROANOKE RAPIDS CITY	Municipal	\$10,860	\$10,860
NC	IREDELL COUNTY	County	\$12,535	
NC	STATESVILLE CITY	Municipal	\$25,728	\$38,263

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NC	LENOIR COUNTY	County	*	
NC	KINSTON CITY	Municipal	\$22,168	\$22,168
NC	MECKLENBURG COUNTY	County	*	
NC	CHARLOTTE CITY	Municipal	\$643,254	\$643,254
NC	NASH COUNTY	County	*	
NC	ROCKY MOUNT CITY	Municipal	\$43,917	\$43,917
NC	NEW HANOVER COUNTY	County	\$12,984	
NC	WILMINGTON CITY	Municipal	\$69,974	\$82,958
NC	PITT COUNTY	County	\$15,616	
NC	GREENVILLE CITY	Municipal	\$39,519	\$55,135
NC	ROCKINGHAM COUNTY	County	*	
NC	REIDSVILLE CITY	Municipal	\$10,560	\$10,560
NC	ROWAN COUNTY	County	\$13,343	
NC	SALISBURY CITY	Municipal	\$22,437	\$35,780
NC	SCOTLAND COUNTY	County	*	
NC	LAURINBURG CITY	Municipal	\$18,668	\$18,668
NC	STANLY COUNTY	County	*	
NC	ALBEMARLE CITY	Municipal	\$12,505	\$12,505
NC	VANCE COUNTY	County	\$11,129	
NC	HENDERSON CITY	Municipal	\$23,963	\$35,092
NC	WAKE COUNTY	County	\$19,415	
NC	RALEIGH CITY	Municipal	\$104,497	\$123,912
NC	WILSON COUNTY	County	*	
NC	WILSON CITY	Municipal	\$22,198	\$22,198

**2022 North Carolina LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

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State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NC	CARY CITY	Municipal	\$10,740	
NC	CRAVEN COUNTY	County	\$11,518	
NC	GOLDSBORO CITY	Municipal	\$23,574	
NC	HARNETT COUNTY	County	\$22,856	
NC	JACKSONVILLE CITY	Municipal	\$22,168	
NC	JOHNSTON COUNTY	County	\$15,078	
NC	LINCOLN COUNTY	County	\$10,860	
NC	LUMBERTON CITY	Municipal	\$16,274	
NC	MONROE CITY	Municipal	\$25,459	
NC	NEW BERN CITY	Municipal	\$13,043	
NC	ONSLOW COUNTY	County	\$17,291	
NC	RICHMOND COUNTY	County	\$12,415	
NC	ROBESON COUNTY	County	\$70,333	
NC	SAMPSON COUNTY	County	\$13,791	
NC	UNION COUNTY	County	\$18,249	
NC	WAYNE COUNTY	County	\$15,885	
NC	WILKES COUNTY	County	\$12,565	
	<b>Local total</b>		<b>\$2,704,533</b>	



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance



## BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

**Assistance Listing Number #** 16.738  
**Grants.gov Opportunity Number:** O-BJA-2022-171368  
**Solicitation Release Date:** June 22, 2022 2:00 PM  
**Grants.gov Deadline:** August 03, 2022 8:59 PM  
**Application JustGrants Deadline:** August 08, 2022 8:59 PM

### Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

### Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2022-00154-PROD	Category 1 - Applicants with eligible allocation amounts of less than \$25,000	618	\$9,450,338.00	10/1/21 12:00 AM	24
C-BJA-2022-00155-PROD	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more	580	\$83,437,803.00	10/1/21 12:00 AM	48

### Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments, Other

### Other

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2022 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2022-allocations>.

Eligible allocations under JAG are posted annually on the [JAG web page](#). See the allocation determination and “Units of Local Government” requirements section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

### Contact Information

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or [support@grants.gov](mailto:support@grants.gov). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ’s Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov). The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday–Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with any other requirements of this solicitation, contact the OJP Response Center by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only), or by email at [grants@ncjrs.gov](mailto:grants@ncjrs.gov). The OJP Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday–Friday, and 10 a.m. to 8 p.m. on the solicitation close date.

### Submission Information

Applications will be submitted to DOJ in two steps:

**Step 1:** The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities (SF-LLL) form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, the applicant will need to ensure that its System for Award Management (SAM) registration is current.

**Step 2:** The applicant must then submit the **full application**, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/>. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training.

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## Program Description

### Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2022 JAG Program Local Solicitation.

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

**Statutory Authority:** The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

### Specific Information

#### Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining units of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state

#### Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state's allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

**Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU.**

### **Statutory Program Areas**

In general, JAG funds awarded to a unit of local government under the FY 2022 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Note that the statute defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies, and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

### **BJA Areas of Emphasis**

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include: Combatting Hate Crime, Promoting Public Trust between Communities and Criminal Justice Agencies, Reducing Violent Crime, Community Violence Intervention (CVI), Addressing COVID-19 Criminal Justice Challenges and Sustaining Innovations, and Crime Analysis and Investigation. BJA encourages each recipient of FY 2022 JAG funds to join federal law enforcement agencies in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

Combatting Hate Crime: Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims on the basis of their perceived or actual race, color, religion, national origin, sexual orientation, gender, gender identity, or disability. As noted in the [June 21, 2021, BJA Acting Director Mahoney Letter to JAG State Administering Agency \(SAA\) Directors](#) and the [January 26, 2022, DOJ Associate Attorney General Gupta Letter to SAA Directors](#), JAG funds may be used to prevent and respond to hate crimes and bias-motivated attacks. BJA encourages JAG recipients to utilize funding to prioritize efforts to identify, investigate, report, and prevent hate crimes and hate incidents; increase public awareness and expand/enhance the reporting of hate crimes; enhance the capacity of law enforcement and prosecutors to prevent and address hate crimes through education, training, and tools to investigate and prosecute hate crime cases; increase collaboration between federal, state, local, tribal, and territorial

(SLTT) law enforcement and prosecution agencies in their investigation and prosecution of hate crimes; assist SLTT law enforcement with training in identifying and classifying hate crimes and update these crimes in their entries in the National Incident-Based Reporting System (NIBRS); create state-run hate crime reporting hotlines that direct individuals to law enforcement, if appropriate; and fund victim support services. More information on BJA's hate crimes portfolio, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) programs, can be found at [Hate Crime | Bureau of Justice Assistance \(ojp.gov\)](#).

Promoting Public Trust between Communities and Criminal Justice Agencies: For many communities, recent high profile incidences of excessive uses of force have contributed to strained relationships and a lack of confidence in law enforcement, courts, and prosecutors. Justice system practitioners' ability to address crime and collaborate with the public depends on having trust and legitimacy with the communities they serve. Criminal justice agencies must work together to renew and strengthen relationships with community members and leaders in order to elevate public confidence and trust in law enforcement, the courts, prosecutors, defense counsel, and corrections; reduce crime; and ensure that the rights of all are protected. In his January 21, 2022, [remarks to the U.S. Conference of Mayors](#), Attorney General Garland stated, "...promoting public trust between communities and law enforcement is essential to making both communities and policing safer. The department will continue to fulfill its duty to ensure the constitutional policing practices that promote the accountability necessary to build that public trust." As such, BJA encourages SLTT jurisdictions to utilize JAG funding in support of projects that aim to partner police and community organizations and advance constitutional policing practices that create the transparency and accountability necessary to build public trust. The practices include, but are not limited to: eliminating racial profiling and implicit bias, eliminating excessive force and chokeholds, eliminating "no-knock" warrants in drug cases, eliminating contractual arrangements that prevent investigations of law enforcement misconduct, and prohibiting sexual contact between police and persons in their custody. BJA also encourages SLTT jurisdictions to utilize JAG funding in support of projects that aim to increase trust and confidence in prosecutorial, defense, and court practices such as neighborhood-focused [community courts](#) programs and building capacity and tools to protect constitutional rights under the [Sixth Amendment](#).

Reducing Violent Crime: Although the Federal Bureau of Investigation (FBI) [Uniform Crime Report](#) (UCR) *Crime in the United States* publications for 2020 and 2021 are not yet available, there are other indicators to suggest that certain types of violent crime increased in many areas. According to an analysis of 27 cities conducted by the [Council on Criminal Justice](#), incidents of homicide increased 5 percent over 2020, which had already seen a 44 percent increase in homicides over 2019. Also, preliminary data compiled by the [National Law Enforcement Officers Memorial Fund \(NLEOMF\)](#) indicates that as of December 31, 2021, 458 federal, state, tribal, and local law enforcement officers died in the line of duty in 2021. This is an increase of 55 percent from the 295 officers killed during the same period in 2020 and is the highest total line-of-duty officer deaths since 1930 when there were 312 fatalities. In addition, the past year has seen an unprecedented increase in threats of violence against Americans who administer the election process in our country.

In June of 2021, the Biden-Harris Administration announced a [Comprehensive Strategy to Prevent and Respond to Gun Crime and Ensure Public Safety](#) to stem the flow of firearms used to commit violence including by holding rogue firearms dealers accountable for violating federal laws; supporting local law enforcement with federal tools and resources to help address summer violent crime; investing in evidence-based community violence interventions; expanding summer programming, employment opportunities, and other services and supports for teenagers and young adults; and helping formerly incarcerated individuals successfully reenter their communities.

Recognizing that violent crime and the drivers of that crime vary from community to community, BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for violence reduction projects, and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security (DHS); and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns in the commission of a

crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., 18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the submission of all necessary records to the FBI databases in a timely fashion, thereby helping to prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law.

In addition, in June 2021, DOJ issued guidance regarding threats against election workers and a [task force](#) to address the rise in such threats. BJA also sent a [letter to SAA Directors](#) to address the rise in such threats. BJA also sent a letter to SAA Directors clarifying that JAG funds can be used to deter, detect, and protect against threats of violence against election workers, administrators, officials, and others associated with the electoral process. BJA encourages JAG recipients to utilize funds to prevent and respond to violent threats of this kind.

Community Violence Interventions: In April 2021, the [Biden-Harris Administration announced historic investments in community violence intervention \(CVI\)](#) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. CVI strategies typically focus on high risk individuals and gang and gun violence, as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically deployed such as behavioral health supports, employment access, housing advocacy, and family supports. visit <https://bja.ojp.gov/program/community-violence-intervention/overview>. BJA encourages JAG recipients to invest JAG funds to tailor programs and responses to CVI in an effort to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies will be highlighted on [BJA's National Training and Technical Assistance Center \(NTTAC\) website](#), and jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#).

Addressing COVID-19 Criminal Justice Challenges and Sustaining Innovations: As a result of the COVID-19 pandemic, SLTT criminal justice agencies implemented various community mitigation policies to prevent and reduce the spread of COVID-19. Courts at every level were forced to cancel or significantly scale back proceedings, which commonly included suspending in-person hearings, granting extensions of court deadlines and waivers of speedy trials, restricting access to court buildings, and postponing jury trials. This created a backlog of cases, which impacted criminal court operations and court staff, victims, and witnesses, as well as defendants. To address backlogs and other consequences of the necessary mitigation policies, SLTT agencies created innovative ways to administer justice. While many of these innovations had an up-front cost, they hold significant potential to be cost saving and efficient over time. For example, correctional facilities have enabled virtual programming, education, medical appointments, and family visits, as well as efforts to reduce incarcerated populations. Police departments have hosted virtual community engagement events and opportunities, and courts and community corrections have increased the use of virtual staffing, status hearings, client visits, and access to treatment and support services. In addition, resources have supported the purchase of technology like headsets and Wi-Fi hotspots to ensure confidentiality of defense counsel with clients, as well as partnerships with community partners to host outdoor events like drug court graduations. It is important for SLTT agencies to sustain innovations that improved both the efficiency and effectiveness of justice system operations, and BJA encourages JAG recipients to utilize funds for continued innovation sustainment activities and to continue to address the backlog of cases. This could include the purchase of technology to enhance the use of virtual tools to conduct outreach to witnesses and defendants, as well as for hearings and status conferences, staffing, and enhancing access to services; resources to assist the jurisdiction to develop or enhance its case management system to assess and work to eliminate the backlog of cases; building tools to support diversion and alternatives to incarceration as part of the review of backlogged cases; and technology and equipment to retrofit court houses and staff to mitigate risks to staff and those coming to court. In addition to



or in conjunction with support for technology, BJA encourages SLTT agencies to address backlogs by instituting triage and other case-processing improvements, including diversion practices, by prosecutors and courts pretrial, as well as the implementation of legal and nonlegal navigators to guide and support defendants through the legal process.

Crime Analysis and Investigation: With the recent increases in violent crime, crime analysis and investigations have become increasingly vital. Law enforcement agencies that have robust analysis capabilities are better able to focus their limited resources in ways that directly improve public safety while protecting the rights of civilians. According to the [International Association of Crime Analysts \(IACA\)](#), “Crime analysis is both a profession and a set of techniques.” The professionals who perform crime analysis, and the techniques they use, are dedicated to helping law enforcement agencies become more effective through the use of relevant metrics, information, and analytical practices.

This past year, ransomware has emerged as an international challenge affecting public sectors, private sectors, and even individuals. According to Cybersecurity and Infrastructure Security Agency (CISA) [Alert \(AA22-040A\)](#), “ransomware tactics and techniques continued to evolve in 2021, which demonstrates ransomware threat actors’ growing technological sophistication and an increased ransomware threat to organizations globally.” To combat this growing threat, DOJ, DHS, and other federal partners have launched a centralized repository of resources for organizations and individuals at [StopRansomware.gov](#). This is a collaborative effort across the federal government and is the first joint website created to help private and public organizations mitigate their ransomware risk.

BJA encourages JAG recipients to utilize funds to support crime analysis efforts, including the hiring of cybercrime analysts and investigators, as well as cybercrime training for state or local law enforcement and emergency dispatch personnel. Recipients utilizing grant funds to support technological devices, artificial intelligence, predictive analytics, and other data-driven solutions (“Technological enhancements”) directly should ensure those projects address the tenants of digital trust to include: how the technology will be carefully implemented through training of personnel and the setting and enforcement of policies governing its use to ensure that it contributes to positive outcomes for public safety, the community and/or the criminal justice system; and how the recipient will safeguard privacy, civil rights, and civil liberties throughout the duration of the project period.

### **Additional Uses of JAG Funds**

JAG funds awarded under this FY 2022 solicitation may be used to:

- Enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq. and/or improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenses, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws and assist the victims of such crimes (other than compensation).
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise in drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without requiring the infliction of pain.
- Purchase gunfire detection technology.
- Additionally, JAG funds awarded under this FY 2022 solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used \(ojp.gov\)](#).

## Limitations on the Use of JAG Funds

### Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

### Supplanting

JAG funds may not be used to supplant state or local funds, but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, the leveraging of federal funding is encouraged.

### Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

### Prohibited Expenditures and Associated Procedures under JAG

The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. JAG funds provided under this part may NOT be used, directly or indirectly, to provide any of the following: (1) Any security enhancements or any equipment to any nongovernmental entity that is not engaged in criminal justice or public safety. (2) Unless the Attorney General certifies that extraordinary and exigent circumstances exist that make the use of such funds to provide such matters essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft\*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

\*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification. For purposes of JAG, a vehicle is considered a “police cruiser” only if it is used in the ordinary course for routine police patrol within the United States. Vehicles (including motorcycles, SUVs, and ATVs) used as “police cruisers” are not prohibited under JAG, and therefore may be acquired with JAG funds in the ordinary course, to the extent otherwise allowable under the award. For more information, please see the “prohibited expenditure list” at: [JAG Prohibited and Controlled Expenditures Guidance](#).

**Please refer to the [JAG FAQs](#) for details on how to request prior approval (a waiver) from BJA to utilize JAG funds for prohibited item(s).**

Note: The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

### **Other Program Requirements**

A unit of local government that applies for and receives an FY 2022 JAG award must note the following:

Trust Fund — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see 2 C.F.R. § 200.305.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government \(ojp.gov\)](#). Please note that this certification takes the place of the review narrative attachment and contains

assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2022 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by its respective chief executive (e.g., the mayor).

Body-worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2022 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program — Body-worn Camera \(BWC\) Policy Certification \(ojp.gov\)](#).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption; and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards ( <https://cjtec.org/compliance-testing-program/compliant-product-lists/>). In addition, body armor purchased must be made in the United States.

Finally, body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2022 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect\* (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [Justice Assistance Grant \(JAG\) Program — Body Armor Mandatory Wear Policy Certification \(ojp.gov\)](#). Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used as any part of the 50 percent match required by the BVP Program.

\*A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at [vests@usdoj.gov](mailto:vests@usdoj.gov) or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

Interoperable Communications — Units of local government (including any subrecipients) that are using FY 2022 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirement

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. CISA updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2022 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact [ecd@cisa.dhs.gov](mailto:ecd@cisa.dhs.gov) for more information. All communications equipment purchased with FY 2022 JAG Program funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A)), must have a system in place to ensure that all such NICS-relevant

dispositions or records are made available in a timely fashion.

**National Incident-based Reporting System (NIBRS)** — In FY 2016, the FBI formally announced its intention to sunset the UCR program’s traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI’s UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of “the average number of part 1 violent crimes of the UCR of the FBI reported by such state for the three most recent years reported by such state to the average annual number of such crimes reported by all states for such years” (34 U.S.C. 10156(a)(1) (B)). Further, the local allocations rely on the “average annual number of part 1 violent crimes reported by such unit to the Federal Bureau of Investigation for the 3 most recent calendar years for which such data is available bears to the number of part 1 violent crimes reported by all units of local government in the State in which the unit is located to the Federal Bureau of Investigation for such years” (34 U.S.C. 10156(d)(2)(A)). In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI’s NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continued to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. **A NIBRS set-aside is NOT required for FY 2022 awards**; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at [NIBRS — FBI](#).

### **Goals, Objectives, Deliverables, and Timeline**

#### **Goals**

In general, the FY 2022 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice.

#### **Objectives**

The objectives are directly related to the JAG Program accountability measures described at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

#### **Deliverables**

A unit of local government that receives an FY 2022 JAG award will be required to produce various types of reports including quarterly financial reports, quarterly performance reports, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work’s results, as discussed in the “Application and Submission Information” section.

#### **Evidence-Based Programs or Practices**

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

#### **Information Regarding Potential Evaluation of Programs and Activities**

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

### **Federal Award Information**

#### **General Guidance for Federal Award**

Total number of awards BJA expects to make: 1198  
Maximum dollar amount for each award: \$4,283,151

Total amount to be awarded under solicitation: \$92,888,141  
 Period of performance start date: October 1, 2021  
 Period of performance duration:24–48 months

Category 1 — Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2 — Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date

**Availability of Funds**

This solicitation and awards (if any are made) under this solicitation are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States; its departments, agencies, or entities; its officers, employees, or agents; or any other person.

The allocations for the FY 2022 JAG Program can be found at: [Fiscal Year \(FY\) 2022 Local Edward Byrne Memorial Justice Assistance Grant \(JAG\) Allocations \(ojp.gov\)](#).

**Solicitation Categories**

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2022-00154-PROD	Category 1 - Applicants with eligible allocation amounts of less than \$25,000	618	\$9,450,338.00	10/1/21 12:00 AM	24
C-BJA-2022-00155-PROD	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more	580	\$83,437,803.00	10/1/21 12:00 AM	48

**Types of Awards**

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

**Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

**Budget Information**

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

### **Unmanned Aircraft Systems**

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

### **Cost Sharing or Matching Requirement**

This solicitation does not require a match.

### **Pre-agreement Costs (also known as Pre-award Costs)**

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

### **Limitation on Use of Award Funds for Employee Compensation: Waiver**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provisions in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

### **Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

### **Costs Associated with Language Assistance (if applicable)**

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

### **Eligibility Information**

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the “Federal Award Information” section.

### **Application and Submission Information**

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

### **Information to Complete the Application for Federal Assistance (SF-424)**

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will**

**complete application materials in JustGrants.** JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

**Intergovernmental Review:** This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372 but has not been selected by the state for review.”

**Standard Applicant Information (JustGrants 424 and General Agency Information)**

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm its Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

**Proposal Narrative**

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment.

**Category 1 — Eligible Allocation Amounts of Less than \$25,000**

The proposal narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

**Category 2 — Eligible Allocation Amounts of \$25,000 or More**

The proposal narrative for Category 2 applications should include:

- a. Description of the Issue — Identify the unit of local government’s strategy/funding priorities for the FY 2022 JAG funds, the subgrant award process (if applicable, including dispartes) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.
- b. Project Design and Implementation — Describe the unit of local government’s strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- c. Capabilities and Competencies — Describe any additional strategic planning/ coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction.  
Plan for Collecting the Data Required for this Solicitation’s Performance Measures
- d. Plan for Collecting the Data Required for this Solicitation’s Performance Measures —OJP will require each successful applicant to submit specific performance data that show the completed work’s results. The performance data directly relate to the objectives previously identified under “Objectives.”

Applicants should visit OJP’s performance measurement page at [www.ojp.gov/performance](http://www.ojp.gov/performance) for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant’s understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it



receive funding.

Note: Applicants are not required to submit performance data with the application. Rather, performance measure information is included as an alert that successful applicants will be required to submit performance data as part of each award's reporting requirements.

BJA will require award recipients to submit performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit an annual (Category 1 recipients) or semi-annual (Category 2 recipients) performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

### **Note on Project Evaluations**

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

### **Budget and Associated Documentation**

#### **Budget Worksheet and Budget Narrative (attachment)**

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation.

Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

#### **Indirect Cost Rate Agreement (if applicable)**

The applicant will submit its indirect cost rate agreement by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

#### **Financial Management Questionnaire (including applicant disclosure of high-risk status)**

The applicant will download the questionnaire, complete it, and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

#### **Disclosure of Process Related to Executive Compensation**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this solicitation are not required to provide this disclosure.

#### **Additional Application Components**

The applicant will attach the requested documentation in JustGrants.

#### **Research and Evaluation Independence and Integrity Statement**

If an application proposes research (including research and development) and/or evaluation, the applicant must

demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will submit documentation of its research and evaluation independence and integrity by uploading it as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

#### **Certifications and Assurances by the Chief Executive of the Applicant Government**

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled “Other Program Requirements.” The most up-to-date certification form can be found at: [FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government \(ojp.gov\)](#).

#### **Disclosures and Assurances**

The applicant will address the following disclosures and assurances.

##### **Disclosure of Lobbying Activities**

Complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

##### **DOJ Certified Standard Assurances**

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

##### **Applicant Disclosure of Duplication in Cost Items**

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

##### **DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide for additional information](#).

##### **Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)**

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) for additional information.

#### **How to Apply**

Step 1: The applicant must submit the **SF-424** and an **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://JustGrants.usdoj.gov).

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

## Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by August 3, 2022 at 8:59 p.m. eastern time.

The **full application** must be submitted in JustGrants by August 8, 2022 at 8:59 p.m. eastern time.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates to allow sufficient time to correct errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline.

## Experiencing Unforeseen Technical Issues

An applicant that experiences unforeseen SAM.gov, Grants.gov, or JustGrants technical issues beyond its control that prevent application submission by the deadline must demonstrate all efforts in requesting technical support in order to submit an application by the deadline. Technical support is available via phone and email to the applicable SAM.gov, Grants.gov, or JustGrants support centers or service desks in which an applicant received a ticket number for resolution. If an applicant misses a deadline due to unforeseen technical difficulties, the applicant may request a waiver to submit an application after the deadline. *Note: If an applicant does not submit all the required Grants.gov forms by the Grants.gov deadline, the applicant will not be able to proceed to the JustGrants portion of the application process.*

An applicant experiencing technical difficulties with the following systems must contact the associated support desk indicated below to report the technical issue and receive a tracking number:

- Grants.gov — Contact the [Grants.gov Customer Support Hotline](#).
- SAM.gov — Contact the [SAM Help Desk \(Federal Service Desk\)](#).
- JustGrants — Contact the JustGrants Support Desk at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175.

An applicant requesting a waiver to submit a late application must document their request for technical assistance in an email to the OJP Response Center at [grants@ncjrs.gov](mailto:grants@ncjrs.gov) **within 24 hours after the application deadline** to request approval to submit its application after the deadline. If an applicant has technical issues with Grants.gov, the applicant must contact the OJP Response Center within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. Waiver requests to submit after the submission deadline must:

- Describe the technical difficulties experienced.
- Include a timeline of the applicant's submission efforts (e.g., what date and time did the error occur, what date and time was action taken to resolve the issue and resubmit; and what date and time did support representatives respond).
- Include an attachment(s) of the complete grant application and all required documentation and material.
- Include the applicant's Unique Entity Identifier (UEI) and any applicable SAM.gov tracking number(s), Grants.gov Help Desk, and JustGrants Support Desk Ticket Numbers.

OJP will review each request for late submission and required supporting documentation and notify the applicant whether the request has been approved or denied. For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [OJP Grant Application Resource Guide](#).

## Application Review Information

### Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and

consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## **Federal Award Administration Information**

### **Federal Award Notices**

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

### **Administrative, National Policy, and Other Legal Requirements**

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [OJP Grant Application Resource Guide](#).

### **Information Technology (IT) Security Clauses**

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

### **General Information about Post-Federal Award Reporting Requirements**

In addition to the deliverables described in the "Program Description" section, all award recipients under this solicitation will be required to submit certain reports and data.

### **Category 1 — Eligible Allocation Amounts of Less than \$25,000**

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

### **Category 2 — Eligible Allocation Amounts of \$25,000 or More**

Recipients must submit:

Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been

obligated and expended) through OJP's JustGrants system.

- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Accountability measurement data must be submitted through BJA's Performance Measurement Tool, available at <https://bjapmt.ojp.gov>. The accountability measures are available at <https://bjapmt.ojp.gov/help/jagdocs.html>.

(Note that if a unit of local government provides funding to a law enforcement agency, the unit of local government must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

### **Federal Awarding Agency Contact(s)**

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov, see the solicitation cover page.

For contact information for JustGrants, see the solicitation cover page.

### **Other Information**

#### **Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)**

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

#### **Provide Feedback to OJP**

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

### **Application Checklist**

#### **BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation**

This application checklist has been created as an aid in developing an application. The [DOJ Application Submission Checklist](#) is another resource.

#### **What an Applicant Must Do:**

*Prior to registering in Grants.gov:*

- Confirm your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

*To register in Grants.gov:*

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))

Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant](#)

[Application Resource Guide](#))

*To find the Funding Opportunity:*

- Search for the Funding Opportunity in Grants.gov using the opportunity number, Assistance Listing, or keyword(s)
- Select the correct Competition ID
- Access the Funding Opportunity and Application Package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedojo/iii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

*Overview of Post-Award Legal Requirements:*

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2022 Awards](#)” in the [OJP Funding Resource Center](#).

*Review Scope Requirement:*

- The federal amount requested is within the allowable limit(s) of the FY 2022 JAG Allocations List as listed at: [FY 2022 Local JAG Allocations](#).

*Review Eligibility Requirement:*

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

**Prepare to submit the Application for Federal Assistance standard form (SF)-424 and Disclosure of Lobbying Activities form (SF-LLL)**

- Review Information to complete the Application for Federal Assistance (SF-424) in Grants.gov
- Submit the Intergovernmental Review
- Complete Standard Applicant Information (SF-424 information from Grants.gov)
- Submit the **SF-424** and **SF-LLL** in Grants.gov

*After the SF-424 and SF-LLL submission in Grants.gov, receive Grants.gov email notifications that:*

- Submission has been received in Grants.gov
- Submission has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

*If no Grants.gov receipt and validation, or if error notifications are received:*

- Contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at [Grants.gov customer support](#), or by email at [support@grants.gov](mailto:support@grants.gov) regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

*Receive email notification to complete application in JustGrants:*

- Proceed to complete application in JustGrants

#### **Content of Application Submission**

- Proposal Narrative

#### **Budget and Associated Documentation**

- Budget Worksheet and Budget Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

#### **Additional Application Components**

- Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))
- [FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government \(ojp.gov\)](#).

#### **Disclosures and Assurances**

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

*Submit application in JustGrants:*

- Application has been successfully submitted in JustGrants

*If no JustGrants application submission validation, or if error notifications are received:*

- Contact the JustGrants Service Desk at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175 regarding technical difficulties.

**North Carolina Governor's Highway Safety Program  
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

**A. Federal Provisions**

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
  - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### 6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

#### 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
  - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
  - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
  - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
    - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
    - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

## B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
  - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
- 14. Out-of-State Travel.**
- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
- 15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- (a) **Certifications Required.**
- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. Conditions for Local Governmental Agencies.**
- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. Continued Federal and State Funding.**
- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

- appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. **Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. **E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. **Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30.

31. **Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
Keith Eury	Police Major	41 Cabarrus Ave NW, Concord NC 28025
<i>[Signature]</i>	DATE	TELEPHONE NUMBER
	7/14/2022	704-920-5015
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Lloyd Wm Payne Jr.	City Manager	35 Cabarrus Ave W Concord NC 28025
<i>[Signature]</i>	DATE	TELEPHONE NUMBER
		704-920-5215
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Jessica Jones	Finance Director	35 Cabarrus Ave W Concord NC 28025
<i>[Signature]</i>	DATE	TELEPHONE NUMBER
		704-920-5222

# North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the \_\_\_\_\_ (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that \_\_\_\_\_ (The Governing Body of the Agency)

\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE \_\_\_\_\_ IN OPEN MEETING ASSEMBLED IN THE CITY OF \_\_\_\_\_, NORTH CAROLINA,

(Governing Body)

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That \_\_\_\_\_ is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ \_\_\_\_\_ to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and  
(Name and Title of Representative)  
(Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of \$ \_\_\_\_\_ as required by the project contract; and  
(Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_ (Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_ (Clerk)

**SEAL**

DATE \_\_\_\_\_



ORD. #

AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9<sup>th</sup> day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

<b>Account</b>	<b>Title</b>	<b><u>Revenues</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
100-4603200	Police Grants	\$355,313	\$380,313	\$25,000
<b>Total</b>				<b><u>\$25,000</u></b>

<b>Account</b>	<b>Title</b>	<b><u>Expenses/Expenditures</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
4310-5122000	Overtime	\$379,485	\$404,485	\$25,000
<b>Total</b>				<b><u>\$25,000</u></b>

Reason: To appropriate the NC Governor's Highway Safety Program overtime grant awarded in the amount of \$25,000.

Adopted this 14th day of July, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

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



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

June 23, 2022

Keith Eury  
CONCORD POLICE DEPT  
PO Box 308  
CONCORD NC 28026-0308

Application number: 1000013028  
Ref : 2023 Application Approval

Dear Keith Eury,

The Governor's Highway Safety Program (GHSP) grant management team has completed its final review of applications for fiscal year 2023, which begins October 1, 2022. Your application was approved to proceed to the next stage of the funding process. The next step of the funding process is the submission of the Agreement of Conditions, Resolution (if required) and the Pinning of your electronic application.

Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September when your Agreement is finalized.

Please feel free to contact your Highway Safety Specialist should you have any questions or concerns in regards to this request. The GHSP appreciates your dedication and contribution to highway safety. Thank you for being part of the North Carolina Highway Safety Plan.

Sincerely,

Mark Ezzell  
Director

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 22<sup>nd</sup> day of June, 2022, by Ascendum Machinery, Inc., a Delaware corporation, whose principal address is 16810 Kenton Drive, Suite 300, Huntersville, NC 28078 (hereinafter referred to as “Grantor-Ascendum”) and International Business Park Association, Inc., a North Carolina nonprofit corporation, whose principal address is 1213 W. Morehead Street, Suite 150, Charlotte, NC 28208 (hereinafter referred to as “Grantor-IBP”; Grantor-Ascendum and Grantor-IBP, collectively, “Grantors”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

**WITNESSETH:**

**WHEREAS**, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_  
\_\_\_\_\_.

**WHEREAS**, Grantor-Ascendum 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: 1025 International Drive, NW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5601-65-4568, being the land conveyed to Grantor-Ascendum by deed recorded in Book and Page 13409/342 in the Office of the Register of Deeds for Cabarrus County (the “Ascendum Property”); and

**WHEREAS**, Grantor-IBP 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: Detention Pond 2 International Business Park at Concord 1.195 AC, Concord, NC, Cabarrus County Property Identification Number (PIN): 5601-65-0326, being the land conveyed to Grantor-IBP by deed recorded in Book and Page 10684/107 in the Office of the Register of Deeds for Cabarrus County (the “IBP Property”) (the Ascendum Property and IBP Property may hereinafter be collectively referred to as the “Properties”); and

**WHEREAS**, Grantor-Ascendum desires to develop or redevelop all or portions of the Ascendum Property, which requires Grantor-Ascendum to modify the existing stormwater control facilities on the IBP Property; and

**WHEREAS**, Grantor-Ascendum has or will transfer to Grantor-IBP a portion of the Ascendum Property (the "Ascendum Exchange Parcel"), said parcel containing 2.007 acres and being more particularly described on **Exhibit A** attached hereto; and

**WHEREAS**, in exchange for the Stormwater Facility Parcel, Grantor-IBP has or will transfer to Grantor-Ascendum a portion of the IBP Property (the "IBP Exchange Parcel") said parcel containing 0.483 acres and being more particularly described on **Exhibit A-1** attached hereto; and

**WHEREAS**, the Ascendum Exchange Parcel will be combined with the remainder of the IBP Property and the IBP Exchange Parcel will be combined with the remainder of the Ascendum Property, creating a reconfigured IBP Property and a reconfigured Ascendum Property; and

**WHEREAS**, the IBP Exchange Parcel and Ascendum Exchange Parcel, and the resulting reconfigured Properties are shown on a plat thereof recorded in Map Book \_\_\_\_, Page \_\_\_\_ in the Office of the Register of Deeds for Cabarrus County; and

**WHEREAS**, the Properties are located within the planning jurisdiction of the City of Concord, and are 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 Ascendum Property includes (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 Measures" or "SCMs") which has been constructed on the reconfigured IBP Property and, (ii) Grantors' dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; (iii) the assumption by Grantor-IBP of certain specified maintenance and repair responsibilities; and (iv) the agreement of Grantor-Ascendum to contribute to the costs of maintenance and repair of the Stormwater Control Measure; 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**, Grantors have the full authority to execute this Agreement so as to bind the Properties and all current and future owners and/or assigns.

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantors may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby dedicate, bargain, grant and convey 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 Properties shown on the attached **Exhibit "A" titled "Recombination & Easement Survey of: Ascendum Machinery & International Business Park Assoc. Properties" (Sheet 1 of 2 and Sheet 2 of 2)" and labeled under the LEGEND on Sheet 2 of 2 "Stormwater Control Measures Maintenance Easement"** for the purpose of inspection and maintenance

of the Stormwater Control Measure (hereinafter referred to as "SCM Easement"). Within the SCM Easement Grantors shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantors 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 "Recombination & Easement Survey of: Ascendum Machinery & International Business Park Assoc. Properties" (Sheet 1 of 2 and Sheet 2 of 2)** and labeled **"Revised Stormwater Control Measures Maintenance Access Easement: 0.297 Acre"**, 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' Properties 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. Grantors agree 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 Grantors agree to abide by said provisions. Grantor IBP further agrees that it shall perform the following, all at its sole cost and expense (subject to the reimbursement obligations of Grantor Ascendum):

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 Grantor IBP as described in **"Exhibit B"**, the Wet Detention Basin Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor-Ascendum'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-IBP 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-Ascendum'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.

Grantors and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor-IBP represents and warrants that Grantor-IBP is financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor-Ascendum agrees that it will be responsible for reimbursement of two-thirds (2/3) of the costs incurred by Grantor-IBP in maintaining or repairing the SCM as required hereunder. Grantor-IBP 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. Grantors and any subsequent transferee of Grantors or succeeding owner of the Properties shall give the City written notice of the transfer of a fee or possessory interest in the Properties listing the transferee's name, address of the Properties, transferee's mailing address and other contact information. Grantors and any subsequent transferee of Grantors or succeeding owner of the Properties 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 Properties listing the transferee's name, address of the Properties; transferee's mailing address and other contact information. Upon the conveyance of the Properties by Grantors to any transferee acquiring the Properties by means of a conveyance document containing the language set forth in paragraph 9 below, Grantors are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantors fail to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, 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 Grantors are responsible for and recover the costs thereof from Grantors; provided, the liability of Grantor-Ascendum shall be limited to its agreed upon contribution amount described in Section 3 above.

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 Grantors default in their obligations and subject to the provisions of Section 4 above, to recover from Grantors the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantors shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantors to Grantee.

7. Grantors shall, in all other respects, remain the fee owners of their respective Properties and areas subject to the SCM Easements, and may make all lawful uses of the Properties not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantors agree:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Properties are 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 Grantors may be divested of either the fee simple title to or possessory interests in the subject Properties. 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 properties hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2022 with and for the benefit of the City of Concord, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantors which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantors do 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 whatsoever.

Title to the Properties 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 \_\_\_\_\_, 2022 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-Ascendum:**

**Ascendum Machinery, Inc., a Delaware corporation**

By: *Marco Laureiro*  
Name: Marco Laureiro  
Title: CFO

STATE OF NC  
COUNTY OF Mecklenburg

I, J Lynne Taylor, a Notary Public of the aforesaid County and State, do hereby certify that Marco Laureiro personally appeared before me this day and acknowledged that he/she is the CFO of Ascendum Machinery, Inc., a Delaware corporation, and that he/she being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 21 day of June, 2022



*J Lynne Taylor*  
Notary Public J Lynne Taylor  
My commission expires: April 7, 2024



**GRANTOR-IBP:**

**International Business Park Association, Inc., a North Carolina nonprofit corporation**

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

Name: SHILLY STEBNER-NEELEY

Title: PRESIDENT, INTERNATIONAL BUSINESS PARK ASSOC.

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, J Lynne Taylor, a Notary Public of the aforesaid County and State, do hereby certify that Shilly Stebner Neeley personally appeared before me this day and acknowledged that he/she is the President of International Business Park Association, Inc., a North Carolina nonprofit corporation, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 28 day of June, 2022



J Lynne Taylor  
Notary Public J Lynne Taylor  
My commission expires: April 7, 2024

**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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## EXHIBIT A

### Ascendum Exchange Parcel

Lying and being situated in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows:

Being all that parcel of land shown as "Portion of P.I.N. 5601-65-4568 to be conveyed & recombined with P.I.N. 5601-65-0326" on a Plat thereof recorded in Map Book \_\_\_\_ Page \_\_\_\_ of the Cabarrus County Register of Deeds (the "Plat"), said parcel containing approximately 2.007 acres.

And being more particularly described by metes and bounds as follows:

BEGINNING at a #5 rebar with cap (Common property line of MREIC Concord NC LLC PIN 5601-56-4074 DB 11674 PG 290) thence N. 87-38-45 W. 153.05 feet to a point; thence with the arc of a circular curve to the left having a radius of 26.00 feet, an arc length of 60.50 feet, a chord bearing of S. 25-41-41 W. and a chord length of 47.74 feet, to a point; thence S. 40-57-52 E. 33.50 feet to a point; thence with the arc of a circular curve to the left having a radius of 51.21 feet, an arc length of 88.59 feet, a chord bearing of S. 61-21-51 E. and a chord length of 77.95 feet, to a point; thence S. 86-28-25 E. 40.91 feet to a point; thence with the line of a circular curve to the right having a radius of 46.44, an arc length of 74.66 feet, a chord bearing of S. 71-21-51 E. and a chord length of 66.87 feet to point; thence S. 22-15-12 E. 32.32 feet to a point; thence with the arc of a circular curve to the right having a radius of 39.75, an arc length of 80.49, a chord bearing of S. 59-16-36 W. and a chord length of 67.43, to a point; thence N. 87-22-44 W. 49.13 feet to a point; N. 32-53-32 W. 52.55 feet to a point; thence S. 57-06-28 W. 41.00 feet to a point; thence S. 32-53-32 E. 34.91 feet to a point; thence with the arc of a circular curve to the right with a radius of 130.27 feet, and arc length of 40.15 feet, a chord bearing of N. 87-24-44 W. and a chord length of 39.99 feet to a point; thence N. 81-34-51 W. 83.11 feet to a point; thence N. 34-37-15 W. 68.45 feet to a point; thence N. 76-14-56 W. 72.94 feet to a point; thence S. 80-15-12 W. 22.37 feet to a point; thence S. 57-22-25 W. 97.66 feet to a point; thence with the arc of a circular curve to the left with a radius of 90.20, an arc length of 65.06 feet, a chord bearing of S. 20-00-51 W. and a chord length of 63.66 feet to a point; thence S. 00-38-58 E. 57.54 feet to a point; thence with the arc of a circular curve to the left with a radius of 28.35, an arc length of 45.08 feet, a chord bearing of S. 46-12-50 E. and a chord length of 40.48 feet to a point; thence N. 09-33-13 E. 93.86 feet to a point; thence with the arc of a circular curve to the right with a radius of 20.00 feet, an arc length of 28.48 feet, a chord bearing of N. 50-24-43 E. and a chord length of 26.14; thence S. 89-21-40 E. 260.16 feet to a point; thence with the arc of a circular curve to the right with a radius of 20.00 feet, an arc length of 33.16 feet, a chord bearing of S. 41-53-56 E. and a chord length of 29.49 feet to a point; thence S. 05-33-25 W. 75.14 feet to a point; thence N. 88-13-17 E. 193.56 feet to a point; thence N. 88-13-17 E. 58.97 feet to a point; thence N. 04-19-22 E. 62.54 feet to a point; thence N. 00-12-52 E. 85.61 feet to a point; thence N. 03-09-56 E. 63.20 feet to a point; thence N. 05-05-56 E. 35.22 feet; thence with the arc of a circular curve to the left with a radius of 52.92, an arc length of 88.04 feet, a chord bearing of N. 42-33-46 W. and a chord length of 78.24 feet to a point; thence S. 89-46-33 W. 11.84 feet to a point; thence with the arc of a circular curve to the right with a radius of 120.00, an arc length of 63.98 feet, a chord bearing of S. 77-04-06 W. and a chord length of 63.23 feet to a #5 rebar with cap and the POINT OF BEGINNING, said parcel containing 2.007 acres as shown on a plat thereof entitled Ascendum Machinery & International Business Park Assoc. Properties, prepared by CESI – Marion L. Sandlin, Jr., NCLS L-2941.

## EXHIBIT A-1

### IBP Exchange Parcel

Lying and being situated in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows:

Being all that parcel of land shown as "Portion of P.I.N. 5601-65-0326 to be conveyed & recombined with P.I.N. 5601-65-4568" on a Plat thereof recorded in Map Book \_\_\_\_ Pages \_\_\_\_ of the Cabarrus County Register of Deeds ("Plat"), said parcel containing approximately 0.483 acres.

And being more particularly described by metes and bounds as follows:

BEGINNING AT A #5 Rebar lying at or near a common corner of the property of Lares Real Estate USA, LLC (Lot 14- MB 54, PG 86-87, Deed Book 10684, Page 116, PIN 5601-65-1065); thence N 02-00-57 W, 17.56 feet to a point; thence N 29-54-00 W, 3.69 feet to a point; thence N 08-59-50 E, 8.94 feet to a point; thence N 09-33-13 E, 15.56 feet to a point lying at or near the common corner of the property of International Business Park Association, Inc. (Deed Book 10684, Page 107, PIN 5601-65-0326); thence with the line of said International Business Park N 88-13-17 E, 59.95 feet to a point; thence N 88-13-17 E, 80.59 feet to a point; thence N 88-13-17 E, 167.89 feet to a point; thence S 05-33-25 W, 44.90 feet to a #5 rebar with cap, and the common corner of the Property of Lares Real Estate USA, LLC; thence S 05-33-25 W, 26.73 feet to a set #5 rebar; thence S 88-39-42 W, 279.38 feet to a #5 rebar; thence N 30-43-26 W, 27.48 feet to a #5 rebar; thence S 88-09-02 W, 9.53 feet to a #5 rebar and the POINT OF BEGINNING; said parcel containing 0.483 acres as shown on a plat thereof (Sheets 1 and 2) entitled Ascendum Machinery & International Business Park Assoc. Properties, prepared by CESI – Marion L. Sandlin, Jr., NCLS L-2941.

RESERVING unto grantor and its successors and assigns, a permanent easement for stormwater drainage and the installation and maintenance of underground stormwater drainage lines over that portion of the Property identified as "New 20' Permanent Drainage Easement: 0.132 Acre" on the Plat.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Concord-Oriole Properties, LLC, a Delaware limited liability company, whose principal address is 400 Perimeter Center Terrace, Suite 800, Atlanta, GA 30346 (hereinafter referred to as “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”).

**WITNESSETH:**

**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: 8520 Quay Road, Concord, NC, Cabarrus County Property Identification Numbers (PINs): 4589-72-5148 and 4589-71-3952. It being the same land described in deed recorded in Books and Pages 13974/41 and 13974/60 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 includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii) Grantors’ dedication of a non-exclusive access easement to the City, 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 the 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 Easement Rooms to Go Concord, Cabarrus County, NC" and labeled "SCM Easement 33028 SF or 0.758 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 Easement Rooms to Go Concord, Cabarrus County, NC" and labeled "SCM Easement 33028 SF or 0.758 AC" and direct access from Quay Road 80' Public R/W PB. 83 PG. 1**, 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 Grantor's 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 Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter 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 Grantor as described in "Exhibit B", the Sand Filter 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 Grantor 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 Sand Filter 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 owners of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. 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 Properties are 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 \_\_\_\_\_.”**

This statement shall be inserted by Grantor 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 properties hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2022 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 Grantor hereby assumes and agrees to perform and pay, and accept 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 Grantor is 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 Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Properties 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 Grantor and their agents, personal representatives, heirs and assigns and all other successors in interest to Grantor 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 EASEMENT 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"**

**Concord-Oriole Properties, LLC,  
a Delaware limited liability company**

By: [Signature]  
Name: Peter Westman  
Title: Manager/Member President

STATE OF Georgia  
COUNTY OF DeKalb

I, [Signature], a Notary Public of the aforesaid County and State, do hereby certify that Peter Westman personally appeared before me this day and acknowledged that he/she is the Manager/Member of Concord-Oriole Properties, LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 27 day of June, 2022



[Signature]  
Notary Public  
My commission expires: 3.15.20

**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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Exhibit "A"**

*See following page*

**LEGEND**

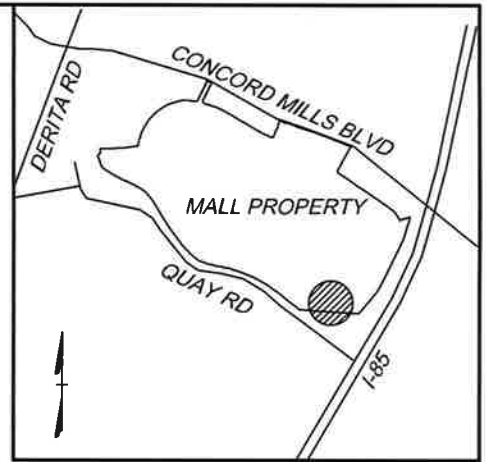
- PROPERTY LINE SURVEYED
- LINE NOT SURVEYED
- EXISTING IRON PIPE FOUND  IPF
- EXISTING IRON REBAR FOUND  IRF
- POWER POLE  PP
- OVERHEAD POWER LINE  OHP

**NOTES:**

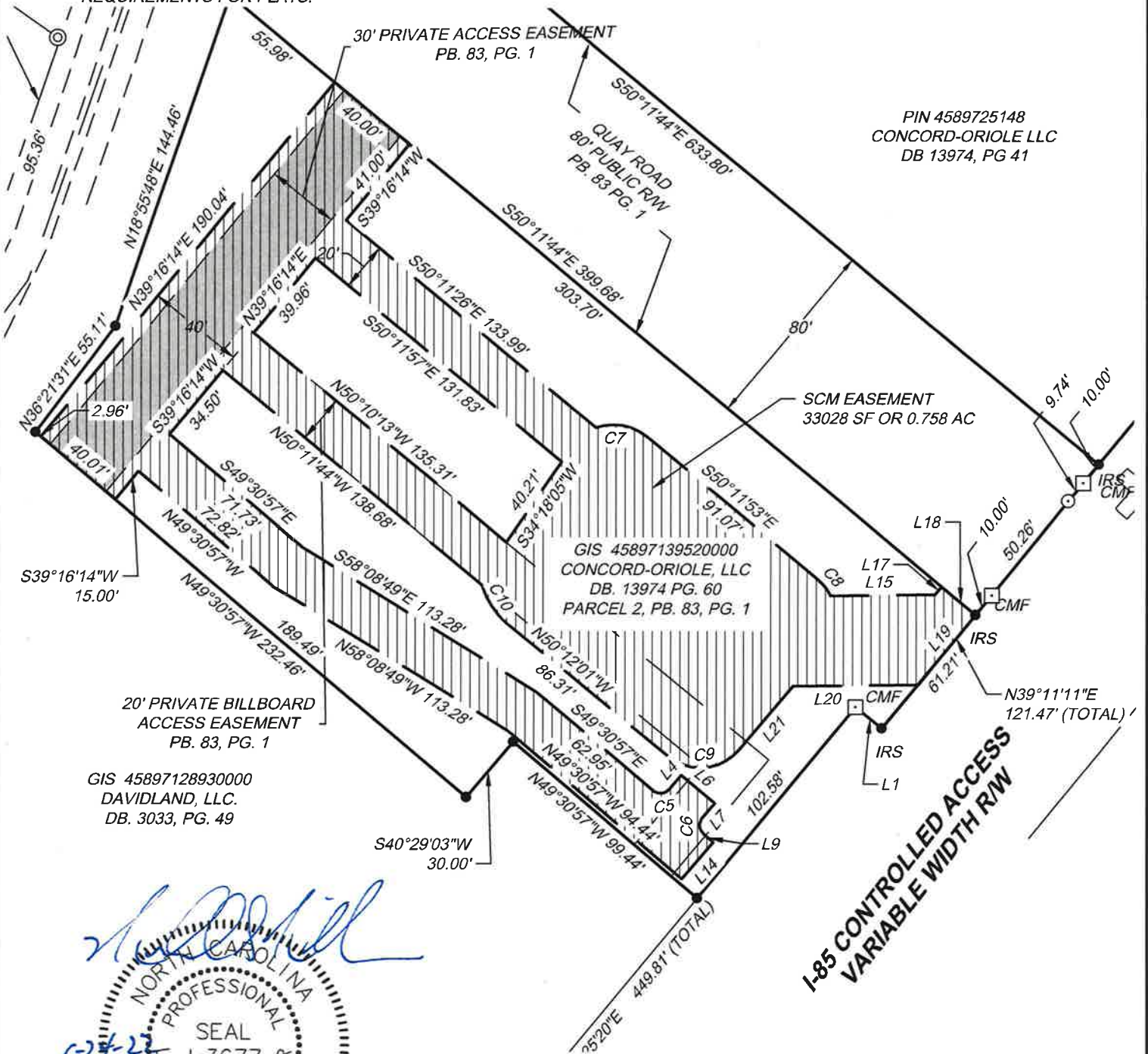
- 1) AREAS COMPUTED BY COORDINATE METHOD.
- 2) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- 3) ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 4) BOUNDARY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD AND FIELD SURVEY.
- 5) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD
- 6) THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

**REFERENCES**

- DB. 10206, PG. 313
- DB. 11109, PG. 101
- MB. 35, PG. 19
- DB. 13974, PG. 41



VICINITY MAP - MAP NOT TO SCALE



PIN 4589725148  
 CONCORD-ORIOLE LLC  
 DB 13974, PG 41

GIS 45897139520000  
 CONCORD-ORIOLE, LLC  
 DB. 13974 PG. 60  
 PARCEL 2, PB. 83, PG. 1

GIS 45897128930000  
 DAVIDLAND, LLC.  
 DB. 3033, PG. 49

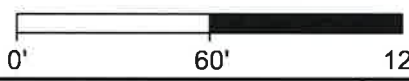


**I-85 CONTROLLED ACCESS  
 VARIABLE WIDTH R/W**

**SCM EASEMENT  
 ROOMS TO GO  
 CONCORD, CABARRUS COUNTY, NC  
 PROPERTY OF: CONCORD-ORIOLE, LLC**

CITY OF CONCORD	CABARRUS COUNTY, NC
Date: 6-24-22	Scale: 1" = 60'
Sheet 1 of 2	J.N.: 41268
Drawn by: TEJ	Checked by: MSM

SCALE 1" = 60'

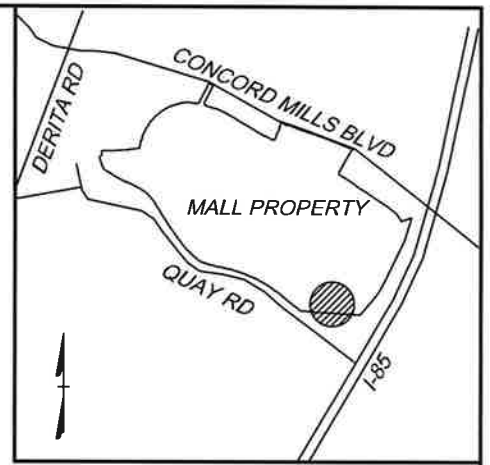


**LEGEND**

- PROPERTY LINE SURVEYED
- LINE NOT SURVEYED
- EXISTING IRON PIPE FOUND  IPF
- EXISTING IRON REBAR FOUND  IRF
- POWER POLE  PP
- OVERHEAD POWER LINE  -OHP-

**NOTES:**

- 1) AREAS COMPUTED BY COORDINATE METHOD.
- 2) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- 3) ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 4) BOUNDARY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD AND FIELD SURVEY.
- 5) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD
- 6.) THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



VICINITY MAP - MAP NOT TO SCALE

**REFERENCES**

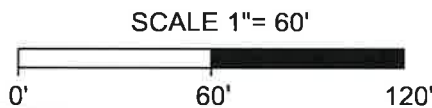
- DB. 10206, PG. 313
- DB. 11109, PG. 101
- MB. 35, PG. 19
- DB. 13974, PG. 41

LINE TABLE		
LINE	BEARING	LENGTH
L1	N50°48'49"W	14.00'
L4	N40°29'03"E	7.50'
L6	S49°30'57"E	18.00'
L7	S40°29'03"W	7.50'
L9	S49°30'57"E	5.00'
L14	S40°29'03"W	20.00'
L15	N89°13'14"E	43.28'
L17	N39°11'11"E	4.19'
L18	S50°11'44"E	18.20'
L19	N39°11'11"E	37.58'
L20	S89°13'14"W	51.46'
L21	S39°47'59"W	34.41'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C5	5.00'	7.85'	5.00'	90°00'00"	N85°29'03"E	7.07'
C6	5.00'	7.85'	5.00'	90°00'00"	S4°30'57"E	7.07'
C7	21.00'	22.02'	12.14'	60°04'02"	S80°14'02"E	21.02'
C8	21.00'	9.30'	4.73'	25°21'41"	S38°33'22"E	9.22'
C9	21.00'	32.99'	21.00'	90°00'32"	S84°47'43"W	29.70'
C10	32.00'	19.02'	9.80'	34°02'56"	N33°10'33"W	18.74'



**SCM EASEMENT  
ROOMS TO GO  
CONCORD, CABARRUS COUNTY, NC  
PROPERTY OF: CONCORD-ORIOLE, LLC**



CITY OF CONCORD	CABARRUS COUNTY, NC
Date: 6-24-22	Scale: 1" = 60'
Sheet 2 of 2	J.N.: 41268
Drawn by: TEJ	Checked by: MSM

**Exhibit "B"**

*See following page*



## Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
<b>The entire SCM</b>	Trash/debris is present.	Remove the trash/debris.
<b>The adjacent pavement (if applicable)</b>	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
<b>The perimeter of the sand filter</b>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b>The flow diversion structure</b>	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

<b>The pretreatment area</b>	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

<b>SCM element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The filter bed and underdrain collection system</b>	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
<b>The outflow spillway and pipe</b>	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.



NORTH CAROLINA  
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Niblock Homes, 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”).

**WITNESSETH:**

**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: 500 Troxler Cir. NW, Concord, NC, Cabarrus County Property Identification Number (PINs): 5611-52-6444 and 5611-62-6176. Being the land being conveyed to Grantor by deed recorded in Books and Pages 14996/20 and 14996/32 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 includes (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely a Sand Filter and a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measures” or “SCMs”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as

described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

**WHEREAS**, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

**WHEREAS**, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "SCM Maintenance & Access Esm't to Serve Red Hill Subdivision" and labeled "Basin #2 SCM Maintenance Easement 21541.36 sf 0.495 AC" (Sheet 2 of 2) and "Basin #3 SCM Maintenance & Access Easement 151418.77 sf 3.476 AC (Sheet 1 of 2)"**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the attached **Exhibit "A" titled "SCM Maintenance & Access Esm't to Serve Red Hill Subdivision" and labeled "Proposed Lucky Drive & SCM Access Easement" to Ex. Troxler Circle 40' Public R/W (Sheet 1 of 2 and Sheet 2 of 2)**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's 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 Grantor 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 Inspection and Maintenance Plans 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 SCMs and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Inspection and Maintenance Plans.

2. Upon completion of the construction of the SCMs, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCMs and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCMs, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of 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 SCMs and all components and structures related to the SCMs functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCMs, 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 are 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 SCMs, its 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 owners of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. 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 Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB \_\_\_\_\_ PG \_\_\_\_.”** shall be inserted by Grantor 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 Measures (SCMs), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2022 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 do covenant that Grantor is 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 Grantor 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 Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor 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 Homes, LLC,  
a North Carolina limited liability company

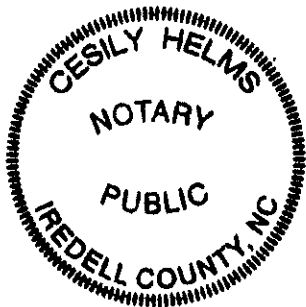
By: *William T. Niblock*  
Name: William T. Niblock, Title

STATE OF North Carolina  
COUNTY OF Iredell

I, Cesily Helms, a Notary Public of the aforesaid County and State, do hereby certify that William T. Niblock personally appeared before me this day and acknowledged that he/she is the President of Niblock Homes, LLC, a North Carolina limited liability company and that he/she as President being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 10 day of June, 2022.

*Cesily Helms*  
Notary Public  
My commission expires: 5/31/23



**GRANTEE:**

City of Concord, a municipal corporation

By: \_\_\_\_\_  
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk  
[SEAL]

APPROVED AS TO FORM

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

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on \_\_\_\_\_ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## MEMORADUM

DATE: Thursday, June 23, 2022  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Hunton Forest Subdivision Phase 2  
 PROJECT NUMBER: 2016-047  
 DEVELOPER: TAC Niblock, LLC  
 COUNCIL ACCEPTANCE DATE: Thursday, July 14, 2022  
 ONE-YEAR WARRANTY DATE: Thursday, July 13, 2023

Street	Length in LF	ROW in FT	Plat
Hunton Dale RD NW	637.00	60.00	PH 2 MP 2 *
Hunton Spring LN NW	293.00	60.00	PH 2 MP 6 *
Cherry Blossome AVE NW	430.00	60.00	PH 2 MP 3
Greenleaf ST NW	161.00	60.00	PH 2 MP 3
Hunton Dale RD NW	712.00	60.00	PH 2 MP 4
Greenleaf ST NW	428.00	60.00	PH 2 MP 4
Spring Dale CR NW	119.00	60.00	PH 2 MP 4
Hunton Forest DR NW	604.00	60.00	PH 2 MP 5
Cherry Blossome AVE NW	162.00	60.00	PH 2 MP 5
Spring Dale CR NW	1141.00	60.00	PH 2 MP 5
Hunton Dale RD NW	1634.00	60.00	PH 2 MP 6
Holly Grove CT NW	205.00	60.00	PH 2 MP 6
Spring Dale CR NW	665.00	60.00	PH 2 MP 6
Crabapple CT NW	189.00	60.00	PH 2 MP 7
Tulip ST NW	745.00	60.00	PH 2 MP 7
Spring Dale CR NW	1628.00	60.00	PH 2 MP 7
Total	9753.00		

\* - No Street Data Table in Plat - dimensions are calculated from plan sheet



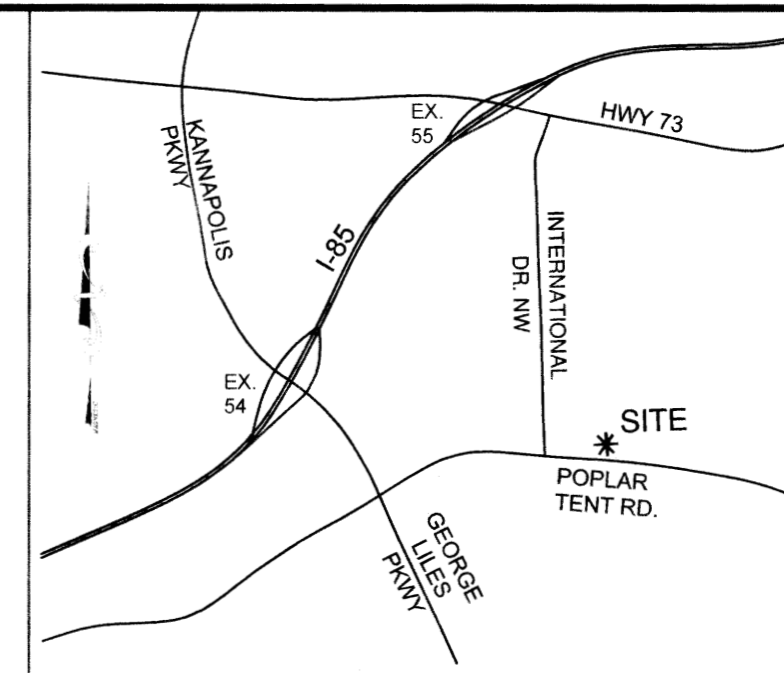
**NOTES:**

1. BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
2. TAX PARCEL #'S: 5611-021-242
3. AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
6. SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
7. DASHED LINES INDICATE LINES NOT SURVEYED.
8. BOUNDARY INFORMATION TAKEN FROM RECORDED PLAT BY SUMMIT LAND SERVICES ENTITLED, "RECOMBINATION AND SUBDIVISION SURVEY OF TAX PARCELS #5611010833, #5601809841, & #5601813048", RECORDED IN PLAT BOOK 67 PAGE 49, IN THE CABARRUS COUNTY COURTHOUSE, ON NOVEMBER 14, 2014.
9. PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK LLC
10. #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
11. ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS.
12. CURRENT ZONING DESIGNATION: RY-CD, RESIDENTIAL DISTRICT - CONDITIONAL DISTRICT.
13. 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
14. THIS PLAT CONTAINS TWO (2) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.

SEE SHEET 3 OF 3 FOR LINE AND CURVE TABLES

TOTAL AREA PH. 2 MAP 2 = 652,851 SF - 14.987 AC  
 TOTAL R/W AREA PH. 2 MAP 2 = 71,691 SF - 1.645 AC  
 TOTAL PASSIVE OPEN SPACE PH. 2 MAP 2 = 282,783 SF - 6.492 AC  
 TOTAL LOTS ON PH. 2 MAP 2 = 35

- STORMWATER BMP MAINTENANCE EASEMENT
- PRIVATE STORM DRAINAGE EASEMENT (P.S.D.E.), TO BE MAINTAINED BY HOMEOWNERS
- COMMON OPEN SPACE (ACTIVE OR PASSIVE AS NOTED)



PREPARED BY:



3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
 WWW.TIDEMARKLAND.COM  
 NC FIRM C-4291

**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

OWNER:

**HUNTON FOREST SUBDIVISION**  
 PHASE 2, MAP 2, FINAL PLAT  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

PROJECT:

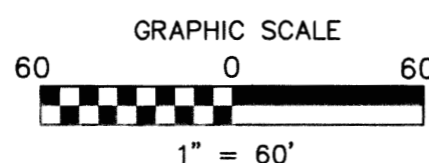
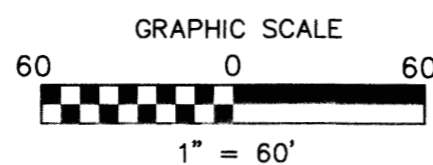
PROJ. DATE:	05-04-18
SCALE:	1"=100'
DRAWN BY:	WCH
CHECKED BY:	JAM

REVISIONS/DATE:

PROJECT NO:  
**3685**

SHEET

**2 of 3**



FILED Nov 27, 2018 03:29 pm  
 BOOK 00078  
 PAGE 0085 THRU 0085  
 INSTRUMENT # 29442  
 EXCISE TAX \$0.00

FILED  
 CABARRUS COUNTY NC  
 WAYNE NIXON  
 REGISTER OF DEEDS

- LEGEND**
- R/W - RIGHT OF WAY
  - SF - SQUARE FEET
  - - #4 REBAR SET
  - - EXISTING REBAR
  - △ - CALCULATED POINT (NOT SET)
  - - - STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED
  - PSDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS
  - (T) - TOTAL DISTANCE
  - PB PG - PLAT BOOK PAGE NUMBER
  - DB PG - DEED BOOK PAGE NUMBER
  - N/F - NOW OR FORMERLY
  - PID - PARCEL IDENTIFICATION
  - EE - ELECTRIC EASEMENT
  - BOC - BACK OF CURB
  - U.E. - UTILITY EASEMENT
  - VS - VEGETATED SETBACK
  - UB - UNDISTURBED BUFFER
  - SSE - SANITARY SEWER EASEMENT
  - CL - CENTERLINE

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

**CERTIFICATE OF SURVEY AND ACCURACY:**

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 11th DAY OF Nov., 2018.



*Julia A. McDonald* 11/13/18  
 JULIA A. McDONALD, PLS L-3617

CERTIFICATE OF FINAL PLAT APPROVAL:

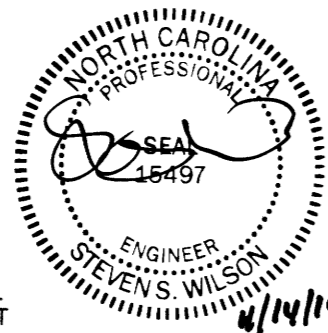
I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES...

11-27-18 DATE
DEVELOPMENT SERVICES DIRECTOR

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS CITY OF CONCORD

Hunton Forest Phase 2 NAME OF SUBDIVISION
Hunton Dale, Hunton Springs, Cherry Blossom NAME OF STREETS IN SUBDIVISION
TAC Niblock, LLC SUBDIVIDER

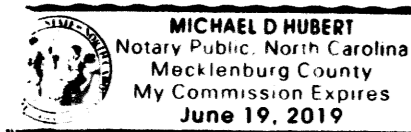
I HEREBY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE...



15497 11/14/18 REGISTERED PROFESSIONAL ENGINEER, REGISTRATION NO., DATE

NORTH CAROLINA CABARRUS COUNTY
MICHAEL D. HUBERT, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT STEVEN S. WILSON PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT...

6-19-19 MY COMMISSION EXPIRES:
Notary Public



CERTIFICATE OF ELECTRIC DISTRIBUTION SYSTEM APPROVAL

I HEREBY CERTIFY THAT THE ELECTRIC DISTRIBUTION SYSTEM HAS BEEN DESIGNED AND INSTALLED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

11-27-18 DATE
Robert G. Dale DIRECTOR OF ELECTRIC SYSTEMS

CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICALLY 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.

11/27/18 DATE
M. Sue Hyde DIRECTOR OF ENGINEERING

Table with 6 columns: CURVE, ARC LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH, DELTA. Contains 19 rows of curve data.

Table with 3 columns: LINE, DIRECTION, LENGTH. Contains 13 rows of line data.

Table with 3 columns: LINE, DIRECTION, LENGTH. Contains 34 rows of SDE line data.

Table with 3 columns: LINE, DIRECTION, LENGTH. Contains 34 rows of SDE line data.

Table with 6 columns: CURVE, ARC LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH, DELTA. Contains 33 rows of SDE curve data.

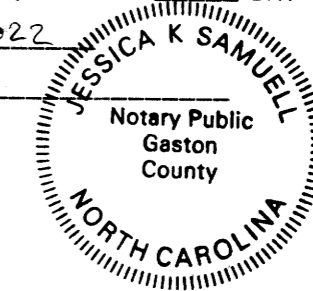
Table with 6 columns: CURVE, ARC LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH, DELTA. Contains 4 rows of centerline road curve data.

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...

11/13/18 DATE
OWNER

NORTH CAROLINA CABARRUS COUNTY
JESSICA K SAMUEL, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT J. MARK FISHER PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT...



PLAT REVIEW OFFICER CERTIFICATE:

STATE OF NORTH CAROLINA COUNTY OF CABARRUS

GREG BELK, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

11/27/18 DATE
Greg Belk (SSH) REVIEW OFFICER

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 SEPTEMBER 13, 2018.

11-27-18 DATE
Lynn G. Deason CITY CLERK

CERTIFICATE OF FEE PAYMENT:

I HEREBY CERTIFY THAT ALL FEES FOR THE HUNTON FOREST PHASE 2 MAP 2, SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

11/27/18 DATE
Robert G. Dale FINANCE DIRECTOR

CERTIFICATE OF SURVEY AND ACCURACY:

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93)...



11/13/18 DATE
Julia A. McDonald, PLS L-3617

PREPARED BY:



TAC NIBLOCK, LLC
c/o THE ARDENT COMPANIES
2100 POWERS FERRY RD. SE, SUITE 35
ATLANTA, GA 30339

HUNTON FOREST SUBDIVISION
PHASE 2, MAP 2, FINAL PLAT
TOWNSHIP 2, CITY OF CONCORD,
CABARRUS COUNTY, NC

PROJ. DATE: 05-04-2018
SCALE: 1"=100'
DRAWN BY: WCH
CHECKED BY: JAM

PROJECT NO: 3685

SHEET

3 of 3

**NOTES:**


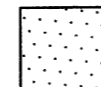

1. BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
2. TAX PARCEL #'S: 5611-021-242
3. AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
6. SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
7. DASHED LINES INDICATE LINES NOT SURVEYED.
8. BOUNDARY INFORMATION TAKEN FROM RECORDED PLAT BY SUMMIT LAND SERVICES ENTITLED, "RECOMBINATION AND SUBDIVISION SURVEY OF TAX PARCELS #5611010833, #5601809841, & #5601813048", RECORDED IN PLAT BOOK 67 PAGE 49, IN THE CABARRUS COUNTY COURTHOUSE, ON NOVEMBER 14, 2014.
9. PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK LLC
10. #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
11. ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS.
12. CURRENT ZONING DESIGNATION: RV-CD, RESIDENTIAL DISTRICT - CONDITIONAL DISTRICT.
13. 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
14. THIS PLAT CONTAINS THREE (3) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.

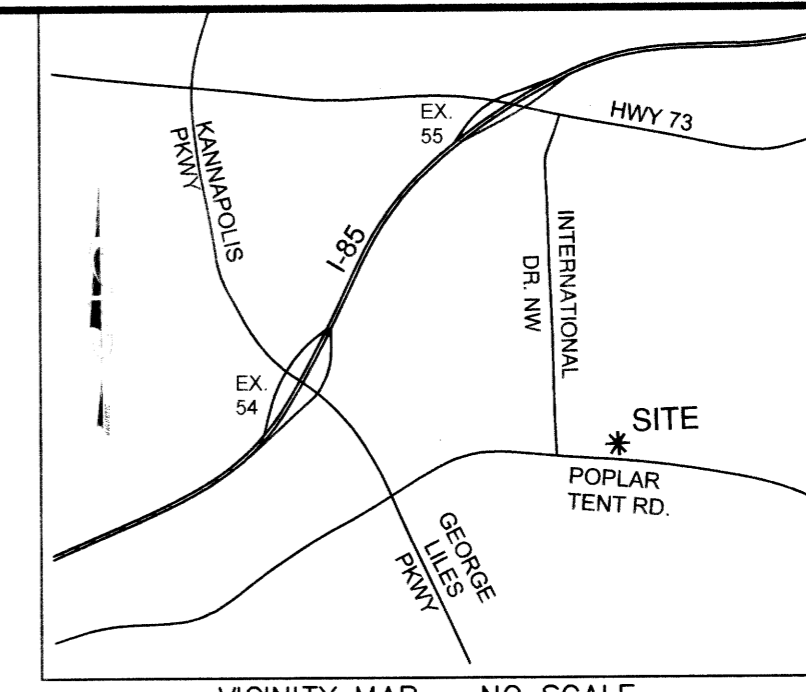
SEE SHEET 2 OF 3 FOR CENTERLINE DISTANCES

SEE SHEET 3 OF 3 FOR LINE AND CURVE TABLES

TOTAL AREA PH. 2 MAP 2 = 652,851 SF - 14.987 AC  
 TOTAL R/W AREA PH. 2 MAP 2 = 71,691 SF - 1.645 AC  
 TOTAL PASSIVE OPEN SPACE PH. 2 MAP 2 = 282,783 SF - 6.492 AC  
 TOTAL LOTS ON PH. 2 MAP 2 = 35

N/F  
 PID #5611-829-921  
 HWY 49 TRUCK & TRAILER REPAIR, INC  
 DB 628 PG 843

-  - STORMWATER BMP MAINTENANCE EASEMENT
-  - PRIVATE STORM DRAINAGE EASEMENT (P.S.D.E.), TO BE MAINTAINED BY HOMEOWNERS
-  - COMMON OPEN SPACE (ACTIVE OR PASSIVE AS NOTED)



PREPARED BY:  
  
 3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
 WWW.TIDEMARKLAND.COM  
 NC FIRM C-4291

OWNER:  
**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

PROJECT:  
**HUNTON FOREST SUBDIVISION**  
**PHASE 2, MAP 2, FINAL PLAT**  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

PROJ. DATE: 05-04-18  
 SCALE: 1"=100'  
 DRAWN BY: WCH  
 CHECKED BY: JAM

REVISIONS/DATE:

PROJECT NO:  
**3685**

SHEET  
**1 of 3**

HUNTON FOREST SUBDIVISION  
 PHASE 1, MAP 3, FINAL PLAT  
 PB 77 PG 82-83

HUNTON FOREST SUBDIVISION  
 PHASE 2, MAP 1, FINAL PLAT  
 PB 77 PG 84-87

HUNTON FOREST SUBDIVISION  
 PHASE 1, MAP 2, FINAL PLAT  
 PB 73 PG 90

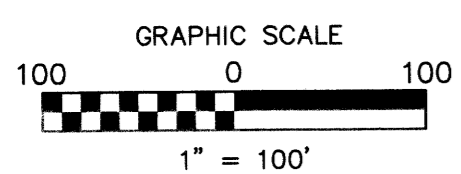
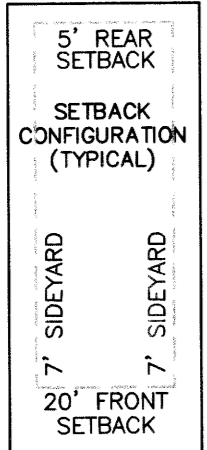
HUNTON SPRING LANE NW  
 LOCAL STREET - 60' PUBLIC RW  
 PB 73 PG 90

HUNTON DALE ROAD NW  
 LOCAL STREET - 60' PUBLIC RW

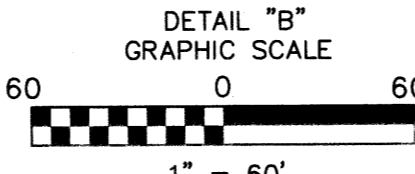
N/F  
 PID #5611-021-242  
 TAC NIBLOCK, LLC  
 DB 11201 PG 93  
 PB 67 PGS 49-56

N/F  
 PID #5611-021-242  
 TAC NIBLOCK, LLC  
 DB 11201 PG 93  
 PB 67 PGS 49-56

SETBACKS	
FRONT	- 20'
SIDE	- 7'
STREET SIDE	- 10'
REAR	- 5'



N/F  
 PID #5611-021-242  
 TAC NIBLOCK, LLC  
 DB 11201 PG 93  
 PB 67 PGS 49-56



- LEGEND**
- R/W - RIGHT OF WAY
  - SF - SQUARE FEET
  - - #4 REBAR SET
  - - EXISTING REBAR
  - △ - CALCULATED POINT (NOT SET)
  - - - STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED
  - PSDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS
  - (T) - TOTAL DISTANCE
  - PB PG - PLAT BOOK PAGE NUMBER
  - DB PG - DEED BOOK PAGE NUMBER
  - N/F - NOW OR FORMERLY
  - PID - PARCEL IDENTIFICATION
  - EE - ELECTRIC EASEMENT
  - BOC - BACK OF CURB
  - U.E. - UTILITY EASEMENT
  - VS - VEGETATED SETBACK
  - UB - UNDISTURBED BUFFER
  - SSE - SANITARY SEWER EASEMENT
  - ℄ - CENTERLINE

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

**CERTIFICATE OF SURVEY AND ACCURACY:**

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15th DAY OF Nov., 2018.

*Julia A. McDonald* 11/15/18  
 JULIA A. McDONALD, PLS L-3617

FILED  
 CABARRUS COUNTY NC  
 WAYNE NIXON REGISTER OF DEEDS  
 Nov 27, 2018 03:29 pm  
 BOOK 00078  
 PAGE 0084 THRU 0084  
 INSTRUMENT # 29441  
 EXCISE TAX \$0.00

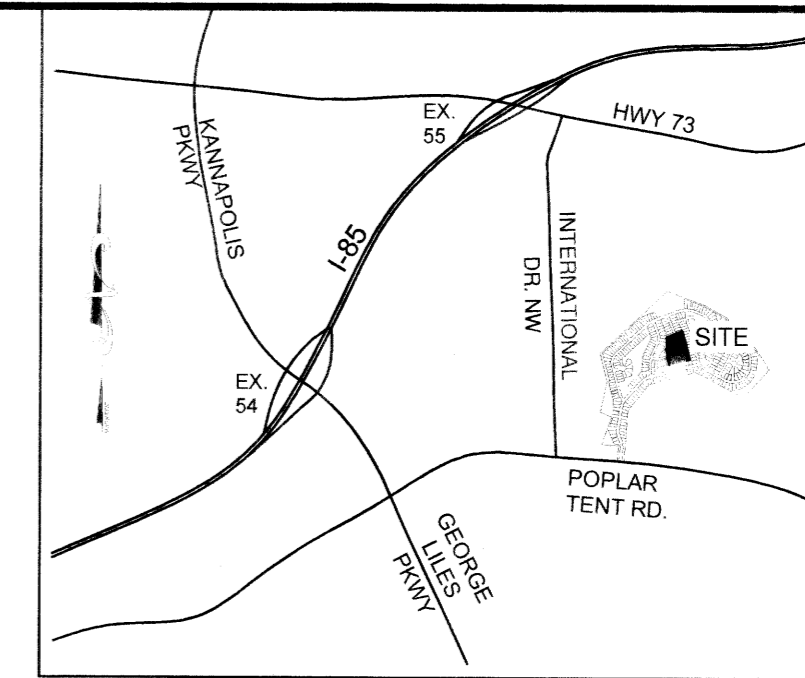
- NOTES:
1. BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
  2. TAX PARCEL #'S: 5611-025-144
  3. AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
  4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
  5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
  6. SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
  7. DASHED LINES INDICATE LINES NOT SURVEYED.
  8. BOUNDARY INFORMATION TAKEN FROM RECORDED PLAT BY SUMMIT LAND SERVICES ENTITLED, "RECOMBINATION AND SUBDIVISION SURVEY OF TAX PARCELS #5611010833, #5601809841, & #5601813048", RECORDED IN PLAT BOOK 67 PAGE 49, IN THE CABARRUS COUNTY COURTHOUSE, ON NOVEMBER 14, 2014.
  9. PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK LLC
  10. #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
  11. ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS.
  12. CURRENT ZONING DESIGNATION: CD-RV.
  13. 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
  14. THIS PLAT CONTAINS TWO (2) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.

SEE SHEET 2 OF 2 FOR CERTIFICATIONS

SEE SHEET 2 OF 2 FOR DETAIL CENTERLINE BEARINGS & DISTANCES

SEE SHEET 2 OF 2 FOR STORM DRAINAGE EASEMENT DETAILS

PRIVATE STORM DRAINAGE EASEMENT (PSDE), TO BE MAINTAINED BY HOMEOWNERS



PREPARED BY:

**TIDEMARK**  
LAND SERVICES

3556A CENTRE CIRCLE DRIVE  
FORT MILL, SC 29715  
OFFICE: 844.865.5263  
FAX: 803.431.7595  
WWW.TIDEMARKLAND.COM  
NC FIRM C-4291

OWNER:

**TAC NIBLOCK, LLC**  
c/o THE ARDENT COMPANIES  
2100 POWERS FERRY RD. SE, SUITE 35  
ATLANTA, GA 30339

PROJECT:

**HUNTON FOREST SUBDIVISION  
PHASE 2, MAP 3, FINAL PLAT**  
TOWNSHIP 2, CITY OF CONCORD,  
CABARRUS COUNTY, NC

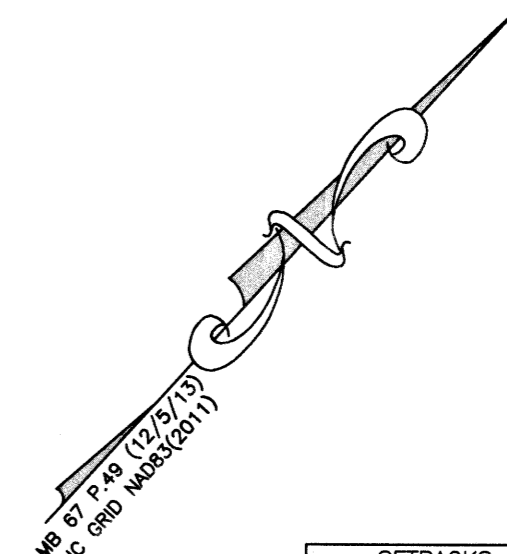
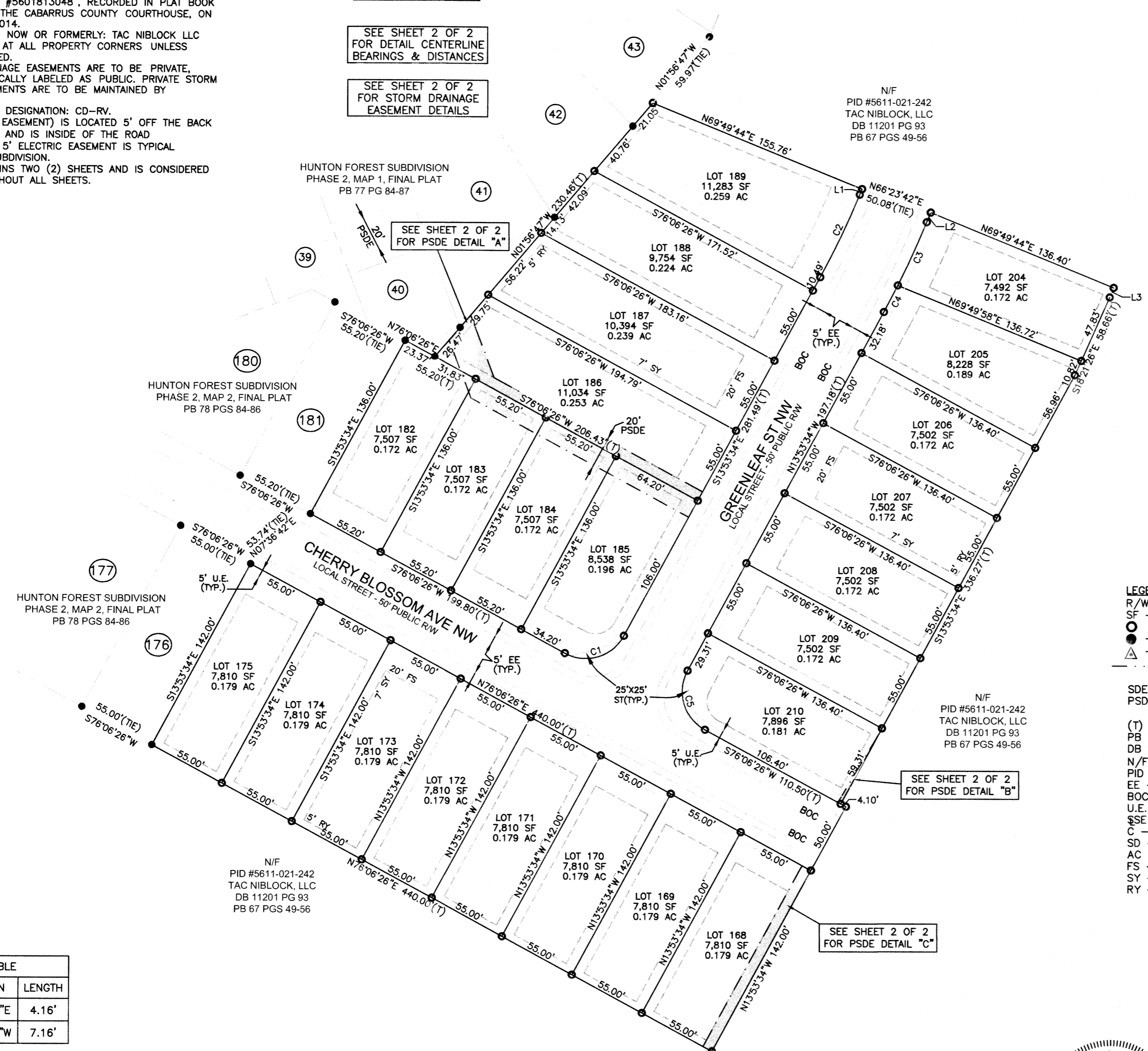
PROJ. DATE: 01-25-19  
SCALE: 1"=60'  
DRAWN BY: WCH  
CHECKED BY: JAM

REVISIONS/DATE:  
CONCORD COMMENTS - 05/24/19

PROJECT NO:  
**7001-0002**

SHEET  
**1 of 2**

TOTAL AREA PH. 2 MAP 3= 230,666 SF - 5.295 AC  
TOTAL R/W AREA PH. 2 MAP 3 = 41,039 SF - 0.942 AC  
TOTAL LOTS ON PH. 2 MAP 3 = 23



SETBACKS

FRONT	- 20'
SIDE	- 7'
STREET SIDE	- 10'
REAR	- 5'

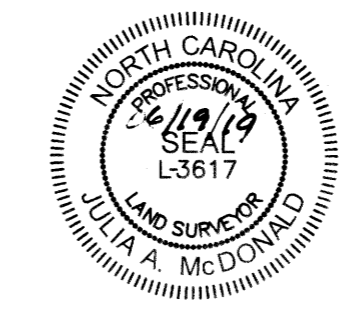
- LEGEND
- R/W - RIGHT OF WAY
  - SF - SQUARE FEET
  - #4 - #4 REBAR SET
  - - EXISTING REBAR
  - △ - CALCULATED POINT (NOT SET)
  - - STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED
  - SDE - PUBLIC STORM DRAINAGE EASEMENT
  - PSDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS
  - (T) - TOTAL DISTANCE
  - PB PG - PLAT BOOK PAGE NUMBER
  - DB PG - DEED BOOK PAGE NUMBER
  - N/F - NOW OR FORMERLY
  - PID - PARCEL IDENTIFICATION
  - EE - ELECTRIC EASEMENT
  - BOC - BACK OF CURB
  - U.E. - UTILITY EASEMENT
  - SE - SANITARY SEWER EASEMENT
  - C - CENTERLINE
  - SD - STORM DRAINAGE
  - AC - ACRE
  - FS - FRONT SETBACK
  - SY - SIDEYARD
  - RY - REARYARD

FILED Jul 02, 2019 03:27 pm FILED  
BOOK 00081 CABARRUS  
PAGE 0011 THRU 0011 COUNTY NC  
INSTRUMENT # 16614 WAYNE NIXON  
EXCISE TAX \$0.00 REGISTER  
OF DEEDS

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

CERTIFICATE OF SURVEY AND ACCURACY:

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 19 DAY OF JUNE, 2019.



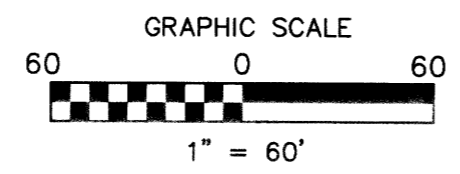
*Julia A. McDonald* 06/19/19  
JULIA A. McDONALD, PLS L-3617

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S20°10'16"E	4.16'
L2	N20°10'16"W	7.16'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	47.12'	30.000	N31°06'26"E	42.43'
C2	63.01'	575.000	N17°01'55"W	62.98'
C3	47.85'	625.000	S17°58'40"E	47.84'
C4	20.63'	625.000	S14°50'19"E	20.63'
C5	47.12'	30.000	S58°53'34"E	42.43'



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 HUNTON FOREST, PHASE 2, MAP 3 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION / ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON June 20, 2019

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS CITY OF CONCORD

Hunton Forest Phase 2
Cherry Blossom Ave Greenleaf Street
NAME OF STREETS IN SUBDIVISION
TAC Niblock, LLC
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.

Steven S. Wilson 15447 6/24/19
REGISTERED PROFESSIONAL ENGINEER, REGISTRATION NO., DATE

NORTH CAROLINA CABARRUS COUNTY
MICHAEL D HUBERT
Notary Public, North Carolina
Gaston County
My Commission Expires May 13, 2024

MY COMMISSION EXPIRES: 5/13/24
NOTARY PUBLIC

CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER 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.

7/2/19 M. Sw. Wade
DATE DIRECTOR OF ENGINEERING

PLAT REVIEW OFFICER CERTIFICATE:

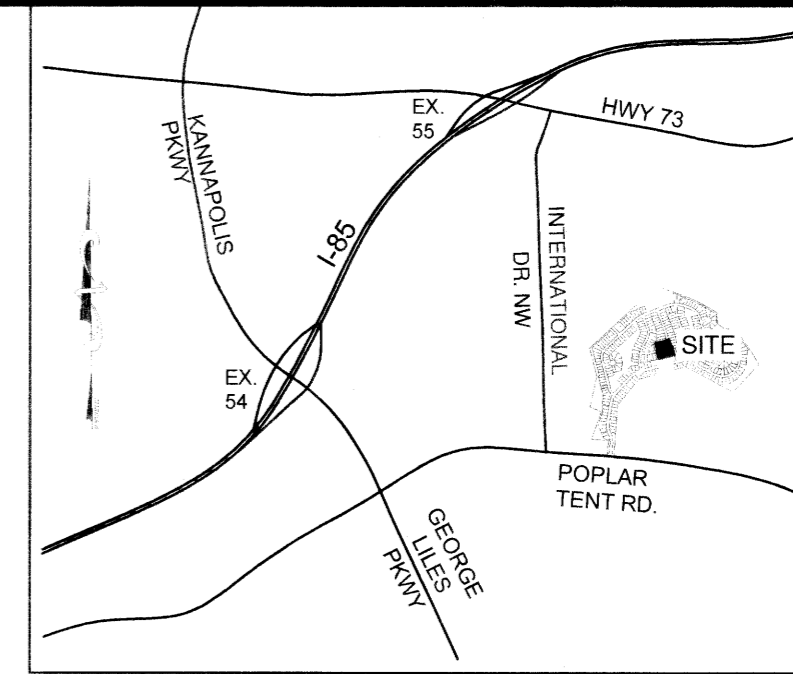
STATE OF NORTH CAROLINA COUNTY OF CABARRUS
I, Greg Bell REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Greg Bell (by ssk) 7/2/19
REVIEW OFFICER DATE

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 April 11, 2019.
Kim J Deason 7-2-19
CITY CLERK DATE

CERTIFICATE OF FEE PAYMENT:

I HEREBY CERTIFY THAT ALL FEES FOR THE HUNTON FOREST PHASE 2 MAP 3, SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.
Bon Harris 7/2/19
FINANCE DIRECTOR DATE



VICINITY MAP - NO SCALE

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: TAC NIBLOCK, LLC
DATE: 6/26/19

NORTH CAROLINA CABARRUS COUNTY GASTON COUNTY
I, JESSICA SAMUEL, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT JAMAR FISAGE PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 26 DAY OF JUNE 2019
MY COMMISSION EXPIRES: 3-14-2022

LEGEND
R/W - RIGHT OF WAY
SF - SQUARE FEET
O - #4 REBAR SET
E - EXISTING REBAR
C - CALCULATED POINT (NOT SET)
--- STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED
PSDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS
(T) - TOTAL DISTANCE
PB PG - PLAT BOOK PAGE NUMBER
DB PG - DEED BOOK PAGE NUMBER
N/F - NOW OR FORMERLY
PID - PARCEL IDENTIFICATION
EE - ELECTRIC EASEMENT
BOC - BACK OF CURB
U.E. - UTILITY EASEMENT
SSE - SANITARY SEWER EASEMENT
C - CENTERLINE
SD - STORM DRAINAGE
AC - ACRE

FILED Jul 02, 2019 03:27 pm
BOOK 00081
PAGE 0012 THRU 0012
INSTRUMENT # 16615
EXCISE TAX \$0.00
FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS

CENTERLINE CURVE TABLE with columns: CURVE, ARC LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH. Row CC6: 65.75', 600.00', N17°01'55"W, 65.71'

CENTERLINE LINE TABLE with columns: LINE, DIRECTION, LENGTH. Row CL4: N20°10'16"W, 5.66'

CENTERLINE STREET LENGTHS with columns: STREET NAME, LENGTH. Rows: CHERRY BLOSSOM AVE NW (430.15'), GREENLEAF STREET NW (161.00'), TOTAL PH. 2 MAP 3 STREET LENGTH (591.15')

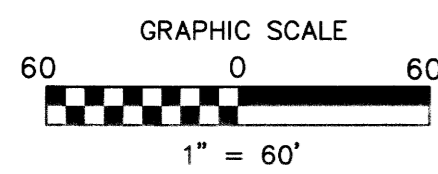
STORM DRAINAGE EASEMENT LINE TABLE with columns: LINE, DIRECTION, LENGTH. Rows: SDL1 to SDL7.

STORM DRAINAGE EASEMENT LINE TABLE with columns: LINE, DIRECTION, LENGTH. Rows: SDL8 to SDL14.

STORM DRAINAGE EASEMENT DETAILS BEARINGS & DISTANCES SCALE: 1"=60'

HUNTON FOREST SUBDIVISION PHASE 2, MAP 1, FINAL PLAT PB 77 PG 84-87

HUNTON FOREST SUBDIVISION PHASE 2, MAP 2, FINAL PLAT PB 78 PGS 84-86



NIF PID #5611-021-242 TAC NIBLOCK, LLC DB 11201 PG 93 PB 67 PGS 49-56



THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

CERTIFICATE OF SURVEY AND ACCURACY:

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 19 DAY OF JUNE, 2019.

Julia A. McDonald 06/19/19
JULIA A. McDONALD, PLS L-3617

PREPARED BY:
TIDEMARK LAND SERVICES
3556A CENTRE CIRCLE DRIVE
FORT MILL, SC 29715
OFFICE: 844.865.5263
FAX: 803.431.7595
WWW.TIDEMARKLAND.COM
NC FIRM C-4291

OWNER:
TAC NIBLOCK, LLC
c/o THE ARDENT COMPANIES
2100 POWERS FERRY RD. SE, SUITE 35
ATLANTA, GA 30339

PROJECT:
HUNTON FOREST SUBDIVISION
PHASE 2, MAP 3, FINAL PLAT
TOWNSHIP 2, CITY OF CONCORD,
CABARRUS COUNTY, NC

PROJ. DATE: 01-25-19
SCALE: 1"=60'
DRAWN BY: WCH
CHECKED BY: JAM

REVISIONS/DATE:
CONCORD COMMENTS - 05/24/19

PROJECT NO: 7001-0002

SHEET 2 of 2

- NOTES:**
- BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
  - TAX PARCEL #'S: 5611-021-242
  - AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
  - THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
  - SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
  - DASHED LINES INDICATE LINES NOT SURVEYED.
  - BOUNDARY INFORMATION TAKEN FROM RECORDED PLAT BY SUMMIT LAND SERVICES ENTITLED, "RECOMBINATION AND SUBDIVISION SURVEY OF TAX PARCELS #5611010833, #5601809841, & #5601813048", RECORDED IN PLAT BOOK 67 PAGE 49, IN THE CABARRUS COUNTY COURTHOUSE, ON NOVEMBER 14, 2014.
  - PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK LLC
  - #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
  - ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS.
  - CURRENT ZONING DESIGNATION: CD-RV, RESIDENTIAL MEDIUM DENSITY.
  - 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
  - THIS PLAT CONTAINS THREE (3) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.

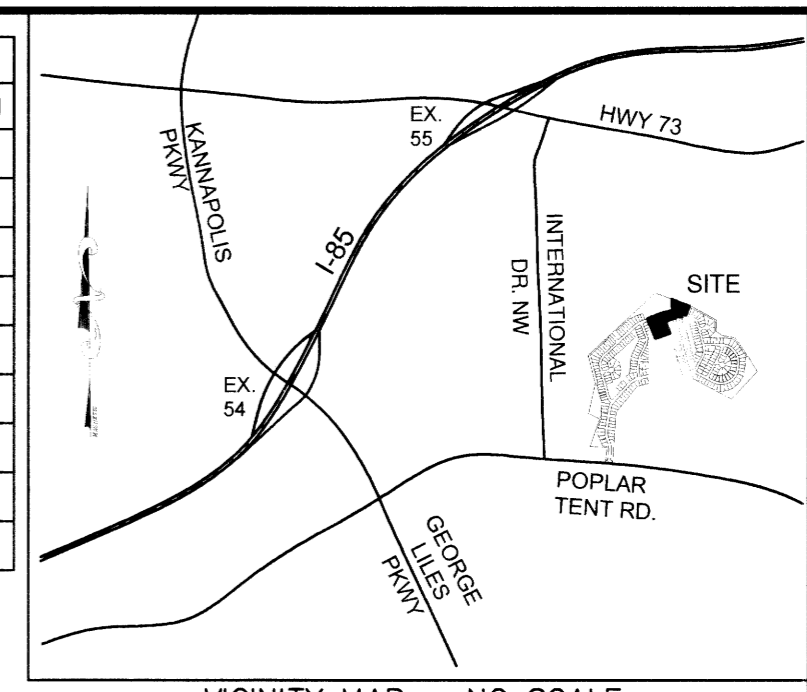
SEE SHEET 2 OF 3 FOR CERTIFICATIONS

SEE SHEET 2 OF 3 FOR CENTERLINE BEARINGS & DISTANCES

SEE SHEET 3 OF 3 FOR STORM DRAINAGE EASEMENT DETAILS

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	47.12'	30.00'	N65°10'16"W	42.43'
C2	186.98'	530.00'	N79°56'07"E	186.01'
C3	101.58'	531.95'	S81°38'07"E	101.42'
C4	93.81'	525.00'	S73°49'10"E	93.68'
C5	80.72'	475.00'	N77°59'23"W	80.63'
C6	50.84'	30.00'	S48°35'30"W	44.97'
C7	50.88'	30.00'	N48°32'54"W	45.00'
C8	106.91'	470.00'	S76°20'42"W	106.67'
C9	47.12'	30.00'	S24°49'44"W	42.43'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C10	147.22'	530.00'	S77°47'11"W	146.74'
C11	39.76'	530.00'	N87°53'34"E	39.75'
C12	13.60'	531.95'	S86°22'25"E	13.60'
C13	52.97'	531.95'	S82°47'19"E	52.95'
C14	35.01'	531.95'	S78°03'01"E	35.00'
C15	27.83'	475.00'	N71°26'34"W	27.83'
C16	108.55'	475.00'	N76°18'41"W	108.32'
C17	61.87'	470.00'	S79°05'24"W	61.83'
C18	45.03'	470.00'	S72°34'26"W	45.02'

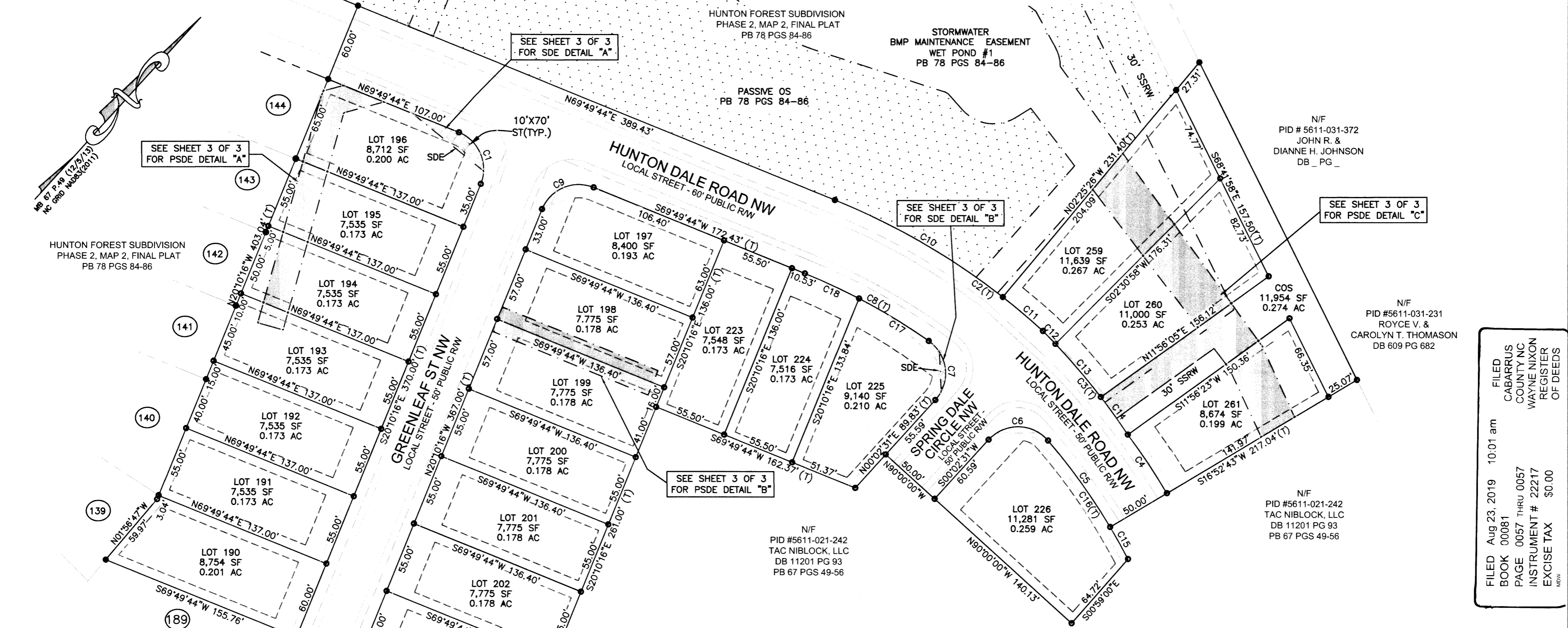


PREPARED BY:

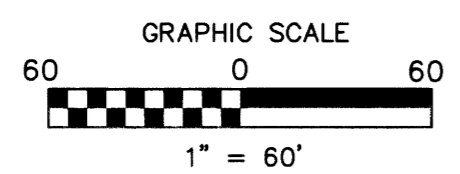
**TIDEMARK**  
LAND SERVICES

3556A CENTRE CIRCLE DRIVE  
FORT MILL, SC 29715  
OFFICE: 844.865.5263  
FAX: 803.431.7595  
WWW.TIDEMARKLAND.COM  
NC FIRM C-4291

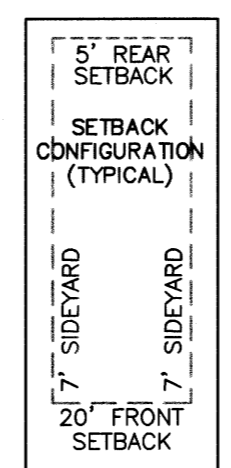
TOTAL AREA PH. 2 MAP 4 = 254,762 SF - 5.849 AC  
TOTAL R/W AREA PH. 2 MAP 4 = 66,910 SF - 1.536 AC  
TOTAL LOTS ON PH. 2 MAP 4 = 21



- LEGEND**
- R/W - RIGHT OF WAY
  - SF - SQUARE FEET
  - #4 REBAR SET
  - - EXISTING REBAR
  - △ - CALCULATED POINT (NOT SET)
  - STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED
  - PSDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS
  - (T) - TOTAL DISTANCE
  - PB PG - PLAT BOOK PAGE NUMBER
  - DB PG - DEED BOOK PAGE NUMBER
  - N/F - NOW OR FORMERLY
  - PID - PARCEL IDENTIFICATION
  - EE - ELECTRIC EASEMENT
  - BOC - BACK OF CURB
  - U.E. - UTILITY EASEMENT
  - VS - VEGETATED SETBACK
  - UB - UNDISTURBED BUFFER
  - SSE - SANITARY SEWER EASEMENT
  - © - CENTERLINE
  - SD - STORM DRAINAGE
  - AC - ACRE
  - FS - FRONT SETBACK
  - SY - SIDEYARD
  - RY - REARYARD



SETBACKS	
FRONT	- 20'
SIDE	- 7'
STREET SIDE	- 10'
REAR	- 5'



- Private Storm Drainage Easement (PSDE), TO BE MAINTAINED BY HOMEOWNERS
- Public Storm Drainage Easement
- Common Open Space (ACTIVE OR PASSIVE AS NOTED)



THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

**CERTIFICATE OF SURVEY AND ACCURACY:**

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 12th DAY OF July, 2019.

Julia A. McDonald, PLS  
L-3617

OWNER:

**TAC NIBLOCK, LLC**  
c/o THE ARDENT COMPANIES  
2100 POWERS FERRY RD. SE, SUITE 35  
ATLANTA, GA 30339

PROJECT:

**HUNTON FOREST SUBDIVISION**  
**PHASE 2, MAP 4 FINAL PLAT**  
TOWNSHIP 2, CITY OF CONCORD,  
CABARRUS COUNTY, NC

FILED	Aug 23, 2019	10:01 am
BOOK	00081	
PAGE	0057	THRU 0057
INSTRUMENT #	22217	
EXCISE TAX	\$0.00	
REGISTER OF DEEDS		

PROJ. DATE: 02-01-19  
SCALE: 1"=60'  
DRAWN BY: WCH  
CHECKED BY: JAM

REVISIONS/DATE:  
ADDRESS COMMENTS FROM  
CONCORD PLANNING - 06-25-19

PROJECT NO:  
**7001-0003**

SHEET  
**1 of 3**

**CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS CITY OF CONCORD**

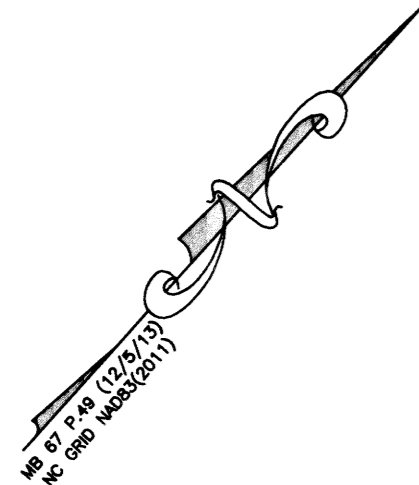
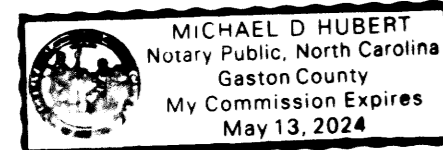
Hunton Forest Phase 2  
 NAME OF SUBDIVISION  
 Greenleaf St, Hunton Dale Rd, Spring Dale Cir.  
 NAME OF STREETS IN SUBDIVISION  
 TAC NIBLOCK, LLC  
 SUBDIVIDER

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: Steven S. Wilson 15447 7/30/19  
 REGISTERED PROFESSIONAL ENGINEER, REGISTRATION NO., DATE

NORTH CAROLINA CABARRUS COUNTY  
 I, MICHAEL D. HUBERT, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT STEVEN S. WILSON PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 30 DAY OF JULY 2019.

MY COMMISSION EXPIRES: 5/13/24  
Michael D. Hubert  
 NOTARY PUBLIC



**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 HUNTON FOREST, PHASE 2, MAP 4 SUBDIVISION WAS APPROVED BY THE ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON Aug 22 2019

Ken Ashby 8/23/19  
 DEVELOPMENT SERVICES DIRECTOR DATE

**PLAT REVIEW OFFICER CERTIFICATE:**

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

Grea Bell (AB) 8/23/19  
 REVIEW OFFICER 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 APRIL 11 2019

Deputy City Clerk 8/23/2019  
 CITY CLERK DATE

**CERTIFICATE OF FEE PAYMENT:**

I HEREBY CERTIFY THAT ALL FEES FOR THE HUNTON FOREST PHASE 2 MAP 4 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

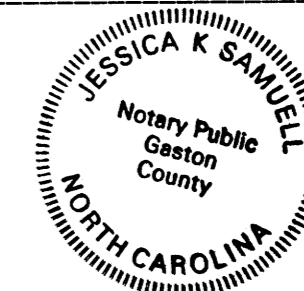
Jessica Fann 8/23/19  
 DEPUTY FINANCE DIRECTOR DATE

**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.

BY: M. H. H. 7/12/19  
 OWNER DATE

NORTH CAROLINA GASTON COUNTY  
 I, Jessica K Samuel A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT MARK FISHER PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 12 DAY OF JULY 2019.  
 MY COMMISSION EXPIRES: 3-14-2022

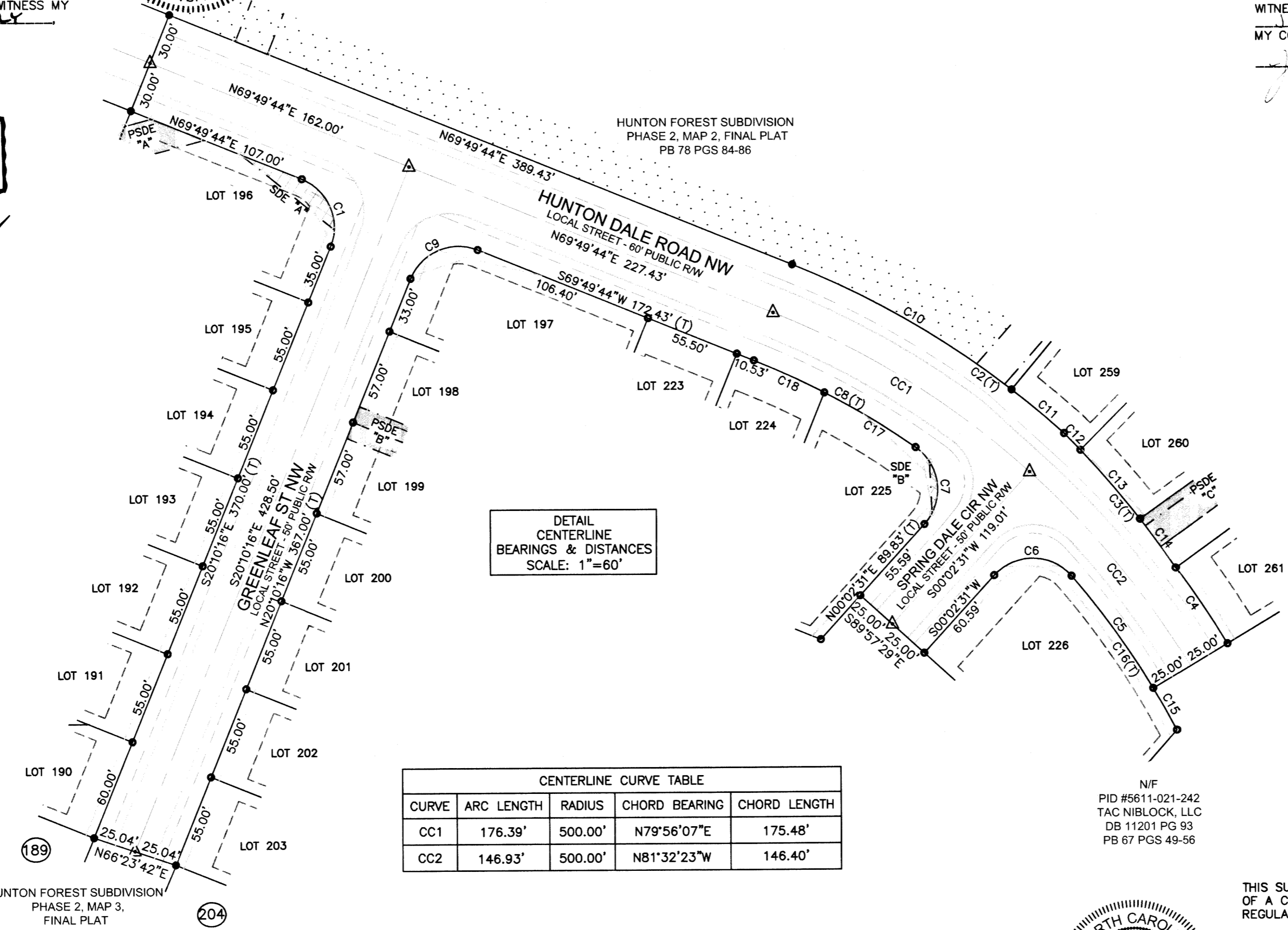


PREPARED BY:



3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
 WWW.TIDEMARKLAND.COM  
 NC FIRM C-4291

OWNER:  
**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

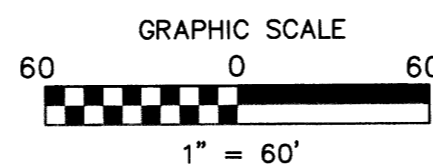


**CENTERLINE STREET LENGTHS**

STREET NAME	LENGTH
HUNTON DALE ROAD NW	712.76'
GREENLEAF STREET NW	428.50'
SPRING DALE CIRCLE NW	119.01'
TOTAL PH. 2 MAP 4 STREET LENGTH	1260.27'

**CENTERLINE CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
CC1	176.39'	500.00'	N79°56'07"E	175.48'
CC2	146.93'	500.00'	N81°32'23"W	146.40'



THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

**CERTIFICATE OF SURVEY AND ACCURACY:**

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 27 DAY OF JULY, 2019.

Julia A. McDonald 07/27/19  
 JULIA A. McDONALD, PLS L-3617

**CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER 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.

8/23/19 M. S. Hilde  
 DATE DIRECTOR OF ENGINEERING


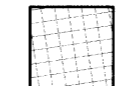

PROJECT: **HUNTON FOREST SUBDIVISION PHASE 2, MAP 4, FINAL PLAT TOWNSHIP 2, CITY OF CONCORD, CABARRUS COUNTY, NC**

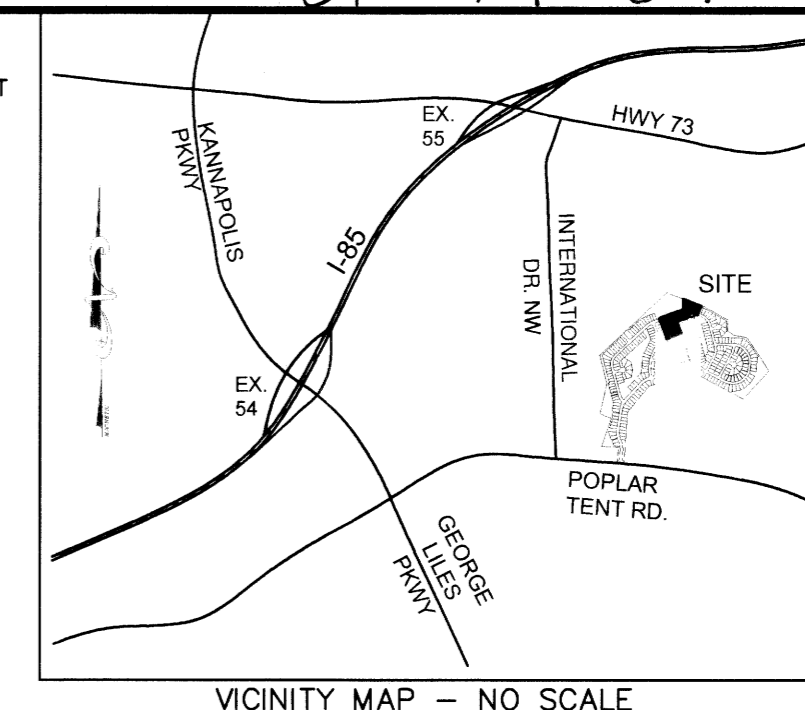
PROJ. DATE: 02-01-19  
 SCALE: 1"=60'  
 DRAWN BY: WCH  
 CHECKED BY: JAM

REVISIONS/DATE:  
 ADDRESS COMMENTS FROM CONCORD PLANNING - 06-25-19

PROJECT NO: **7001-0003**

SHEET **2 of 3**

-  - PRIVATE STORM DRAINAGE EASEMENT (PSDE), TO BE MAINTAINED BY HOMEOWNERS
-  - PUBLIC STORM DRAINAGE EASEMENT
-  - COMMON OPEN SPACE (ACTIVE OR PASSIVE AS NOTED)



PREPARED BY:  
**TIDEMARK**  
 LAND SERVICES  
 3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
 WWW.TIDEMARKLAND.COM  
 NC FIRM C-4291

OWNER:  
**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

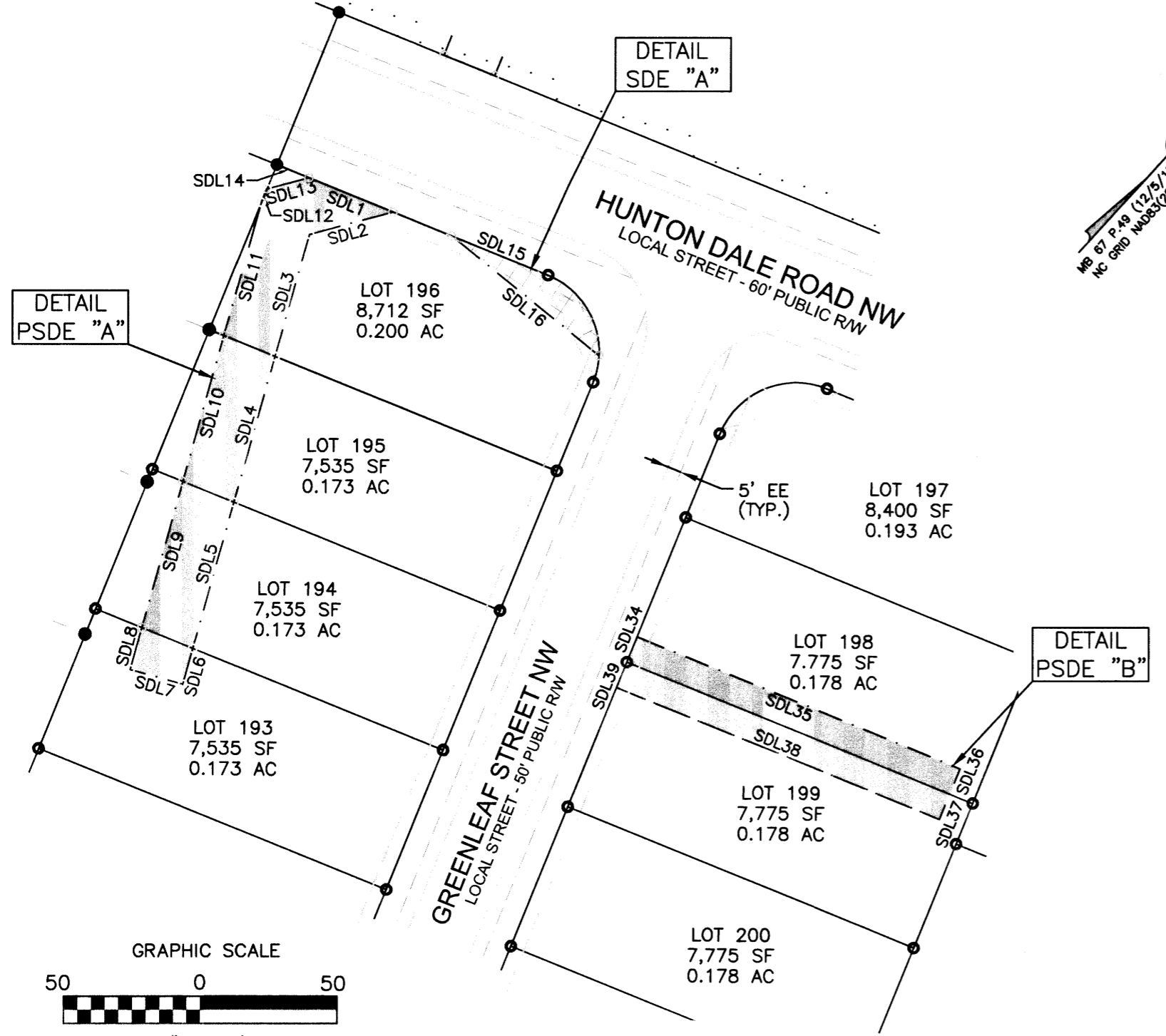
PROJECT:  
**HUNTON FOREST SUBDIVISION**  
**PHASE 2, MAP 4 FINAL PLAT**  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

PROJ. DATE: 02-01-19  
 SCALE: 1"=50'  
 DRAWN BY: WCH  
 CHECKED BY: JAM

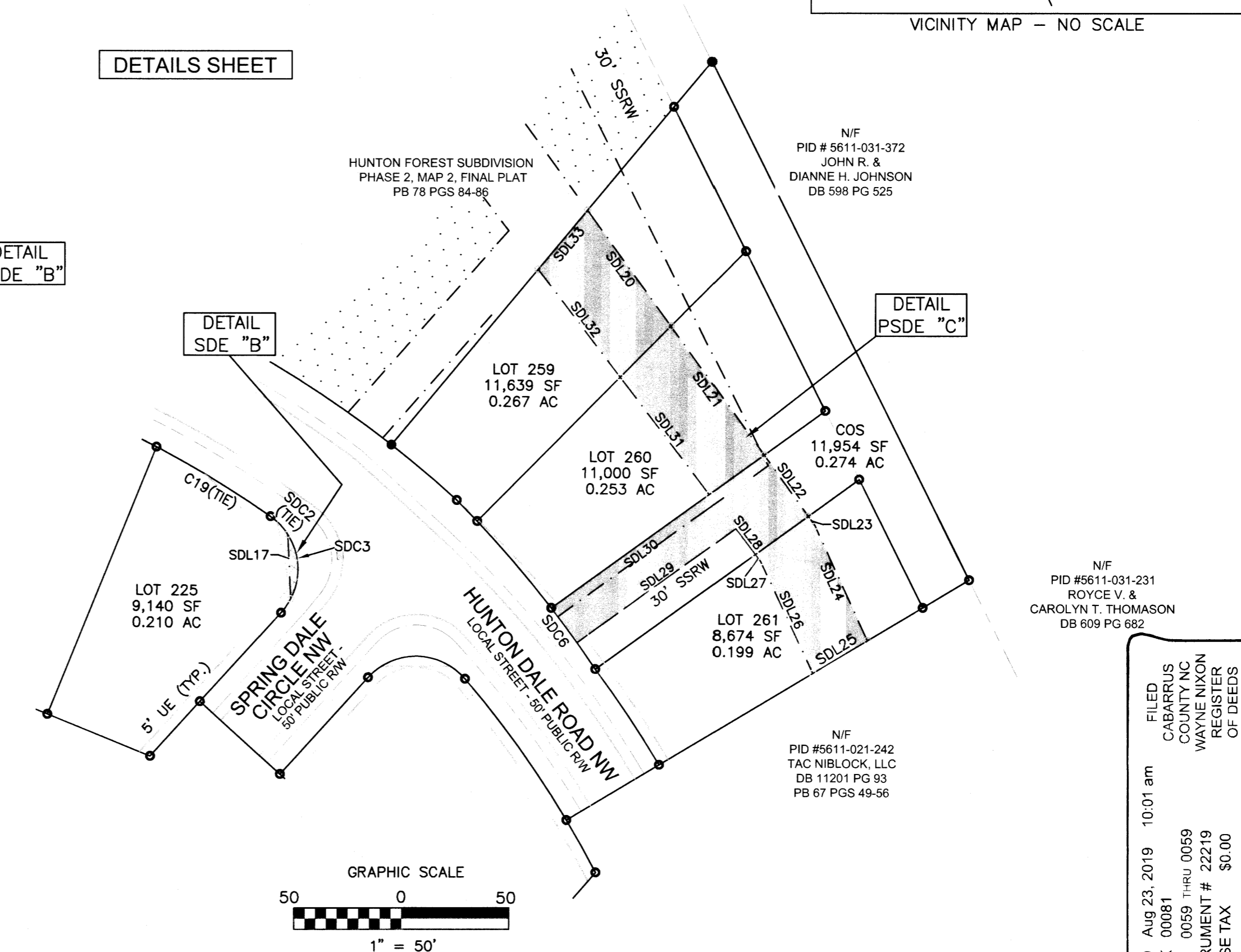
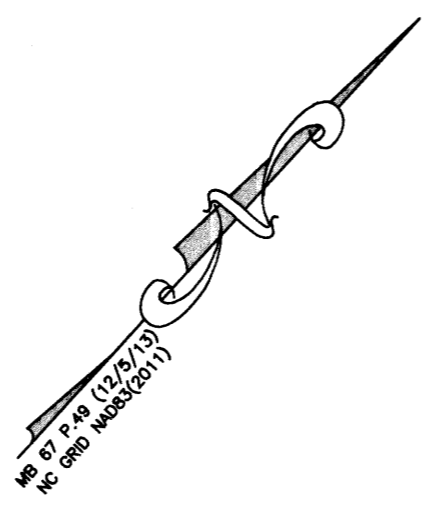
REVISIONS/DATE:  
 ADDRESS COMMENTS FROM  
 CONCORD PLANNING - 06-25-19

PROJECT NO:  
**7001-0003**

SHEET  
**3 of 3**



**DETAILS SHEET**



LINE	DIRECTION	LENGTH
SDL1	N69°49'44"E	33.16'
SDL2	S32°44'08"W	31.55'
SDL3	S26°41'28"E	46.27'
SDL4	S26°41'28"E	55.36'
SDL5	S26°41'28"E	55.36'
SDL6	S26°41'28"E	13.58'
SDL7	S63°18'32"W	20.00'
SDL8	N26°41'28"W	15.87'
SDL9	N26°41'28"W	55.36'
SDL10	N26°41'28"W	55.36'
SDL11	N26°41'28"W	50.49'
SDL12	N20°10'16"W	5.30'
SDL13	N32°44'08"E	15.81'
SDL14	N69°49'44"E	12.61'
SDL15	N69°49'44"E	37.90'
SDL16	S86°44'18"W	69.23'
SDL17	N44°59'04"W	30.00'
SDL18	N00°02'31"E	4.05'
SDL19	S68°52'35"W	76.43'
SDL20	S78°04'48"E	66.30'

LINE	DIRECTION	LENGTH
SDL21	S78°04'48"E	73.61'
SDL22	S78°04'48"E	35.01'
SDL23	S78°04'48"E	5.51'
SDL24	S66°47'10"E	58.52'
SDL25	S16°52'43"E	29.47'
SDL26	N67°19'06"W	57.20'
SDL27	N79°34'09"W	4.16'
SDL28	N79°34'09"W	15.01'
SDL29	S11°56'05"W	90.37'
SDL30	N11°56'05"E	90.12'
SDL31	N79°34'09"W	68.17'
SDL32	N79°34'09"W	62.94'
SDL33	N02°25'26"W	35.68'
SDL34	N20°10'16"W	10.00'
SDL35	S69°49'41"W	127.37'
SDL36	N20°11'17"W	10.00'
SDL37	N20°11'17"W	10.00'
SDL38	N69°49'41"E	127.38'
SDL39	N20°10'16"W	10.00'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
SDC1	37.07'	30.000	S74°46'09"E	34.76'
SDC2	11.60'	30.000	S86°03'36"E	11.53'
SDC3	31.41'	30.000	S44°59'04"E	30.00'
SDC4	50.84'	30.000	N48°35'30"E	44.97'
SDC5	38.09'	475.000	S80°33'40"E	38.08'
SDC6	20.00'	531.95'	N78°51'30"W	20.00'



THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

**CERTIFICATE OF SURVEY AND ACCURACY:**

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 12th DAY OF July, 2019.

*Julia A. McDonald* 07/12/19  
 JULIA A. McDONALD, PLS L-3617



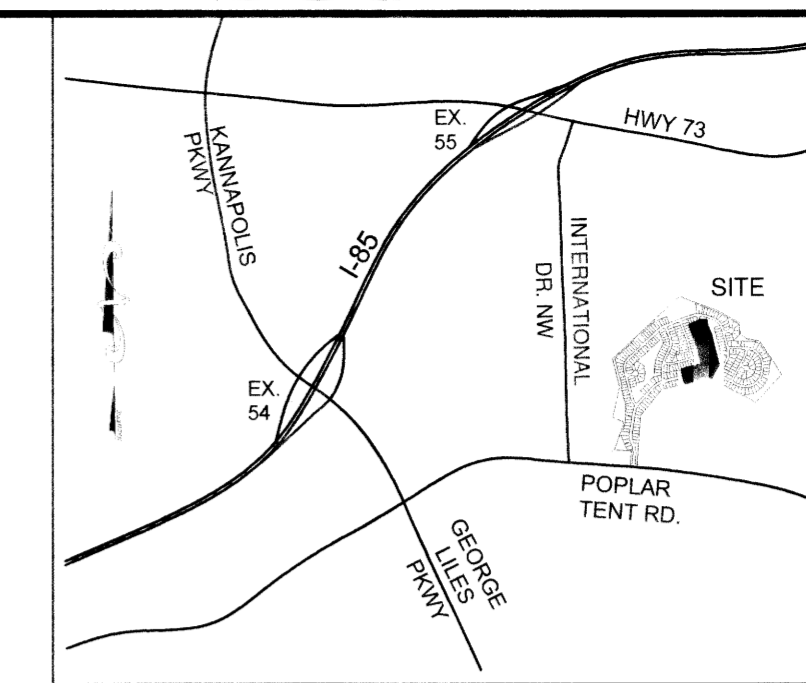
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Book 82 Page 81

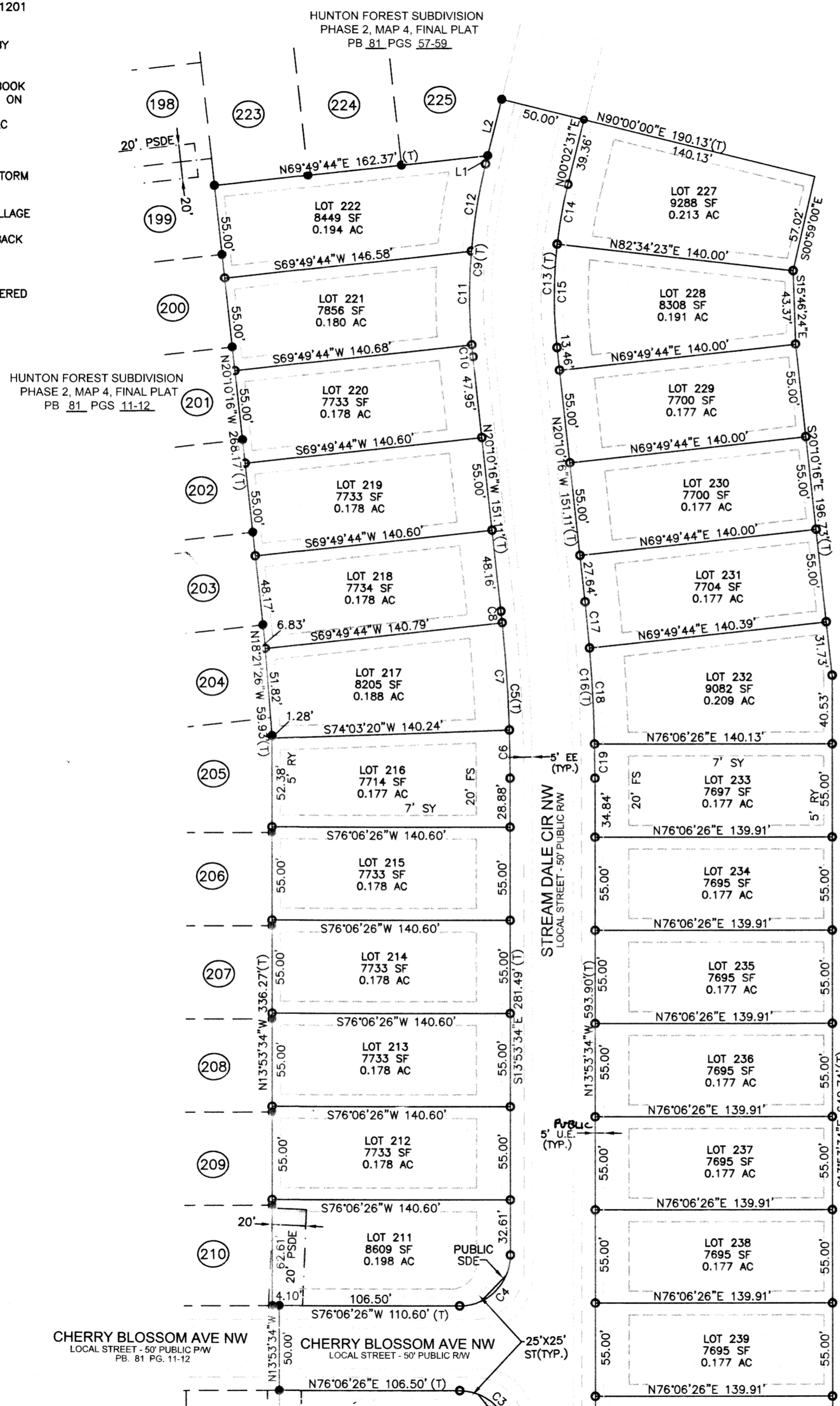
NOTES:

1. BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
2. TAX PARCEL #'S: 5611-025-144
3. AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
6. SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
7. DASHED LINES INDICATE LINES NOT SURVEYED.
8. BOUNDARY INFORMATION TAKEN FROM RECORDED PLAT BY SUMMIT LAND SERVICES ENTITLED, "RECOMBINATION AND SUBDIVISION SURVEY OF TAX PARCELS #5611010833, #5601809841, & #5601813048", RECORDED IN PLAT BOOK 67 PAGE 49, IN THE CABARRUS COUNTY COURTHOUSE, ON NOVEMBER 14, 2014.
9. PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK LLC
10. #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
11. ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS.
12. CURRENT ZONING DESIGNATION: RV-CD, RESIDENTIAL VILLAGE CONDITIONAL DISTRICT.
13. 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
14. THIS PLAT CONTAINS FOUR (4) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.

TOTAL AREA PH. 2 MAP 5 = 498,701 SF - 11.449 AC  
 TOTAL R/W AREA PH. 2 MAP 5 = 97,578 SF - 2.240 AC  
 TOTAL LOTS ON PH. 2 MAP 5 = 50



PREPARED BY:  
**TIDEMARK**  
 LAND SERVICES  
 3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
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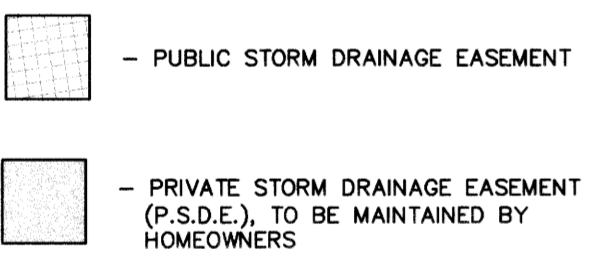
LINE TABLE

LINE	DIRECTION	LENGTH
L1	N00°02'31"E	5.08'
L2	N00°02'31"E	34.24'
L3	S61°03'37"E	17.72'

CURVE TABLE

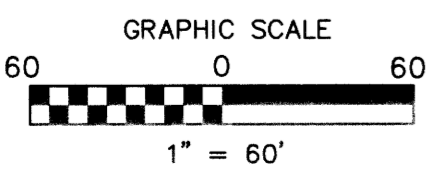
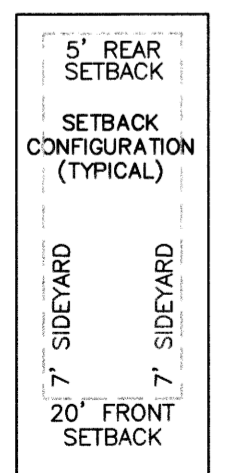
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	28.84'	280.00'	N73°09'24"E	28.82'
C2	44.03'	30.00'	N28°09'24"E	40.19'
C3	47.12'	30.00'	N58°53'34"W	42.43'
C4	47.12'	30.00'	N31°06'26"E	42.43'
C5	98.84'	902.00'	N17°01'55"W	98.79'
C6	28.52'	902.00'	N14°47'55"W	28.52'
C7	63.48'	902.00'	N17°43'14"W	63.47'
C8	6.84'	902.00'	N19°57'14"W	6.84'
C9	114.66'	325.00'	S10°03'53"E	114.06'
C10	7.06'	325.00'	S19°32'57"E	7.06'
C11	55.38'	325.00'	S14°02'44"E	55.32'
C12	52.22'	325.00'	S04°33'39"E	52.16'
C13	97.02'	275.00'	N10°03'53"E	96.51'
C14	35.85'	275.00'	N03°41'33"W	35.82'
C15	61.17'	275.00'	N13°47'56"W	61.04'
C16	104.32'	952.00'	N17°01'55"W	104.26'
C17	27.36'	952.00'	N19°20'52"W	27.36'
C18	56.79'	952.00'	N16°48'56"W	56.78'
C19	20.17'	952.00'	N14°29'59"W	20.16'
C20	17.97'	205.00'	S16°24'14"E	17.96'
C21	111.12'	205.00'	S34°26'38"E	109.77'
C22	65.16'	255.00'	S44°50'47"E	64.98'
C23	38.78'	30.00'	S74°33'42"E	36.14'
C24	19.39'	30.00'	S56°02'38"E	19.06'
C25	19.39'	30.00'	N86°55'14"E	19.06'
C26	45.72'	340.00'	N72°15'18"E	45.68'
C27	50.88'	30.00'	N48°32'54"W	45.00'
C28	100.10'	470.00'	S88°57'45"W	99.91'
C29	18.12'	30.00'	S79°50'11"W	17.85'
C30	108.55'	475.00'	N76°18'41"W	108.32'
C31	32.72'	30.00'	S31°17'12"W	31.12'

SEE SHEET 3 OF 4 FOR CENTERLINE BEARINGS & DISTANCES  
 SEE SHEET 4 OR 4 FOR STORM DRAINAGE EASEMENT DETAILS & CERTIFICATIONS



SETBACKS

FRONT	- 20'
SIDE	- 7'
STREET SIDE	- 10'
REAR	- 5'



N/F  
 PID #5611-025-144  
 TAC NIBLOCK, LLC  
 DB 11201 PG 93  
 PB 67 PGS 49-56

N/F  
 PID #5611-025-144  
 TAC NIBLOCK, LLC  
 DB 11201 PG 93  
 PB 67 PGS 49-56



FILED Dec 17, 2019 08:41 am  
 BOOK 00082  
 PAGE 0081 THRU 0081  
 INSTRUMENT # 35141  
 EXCISE TAX \$0.00

FILED  
 CABARRUS COUNTY NC  
 WAYNE NIXON  
 REGISTER OF DEEDS

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

CERTIFICATE OF SURVEY AND ACCURACY:  
 I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17th DAY OF October, 2019.

Julia A. McDonald 10/17/19  
 JULIA A. McDONALD, PLS L-3617

OWNER:  
**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

PROJECT:  
**HUNTON FOREST SUBDIVISION**  
**PHASE 2, MAP 5 FINAL PLAT**  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

PROJ. DATE: 02-01-19  
 SCALE: 1"=60'  
 DRAWN BY: WCH  
 CHECKED BY: JAM

REVISIONS/DATE:

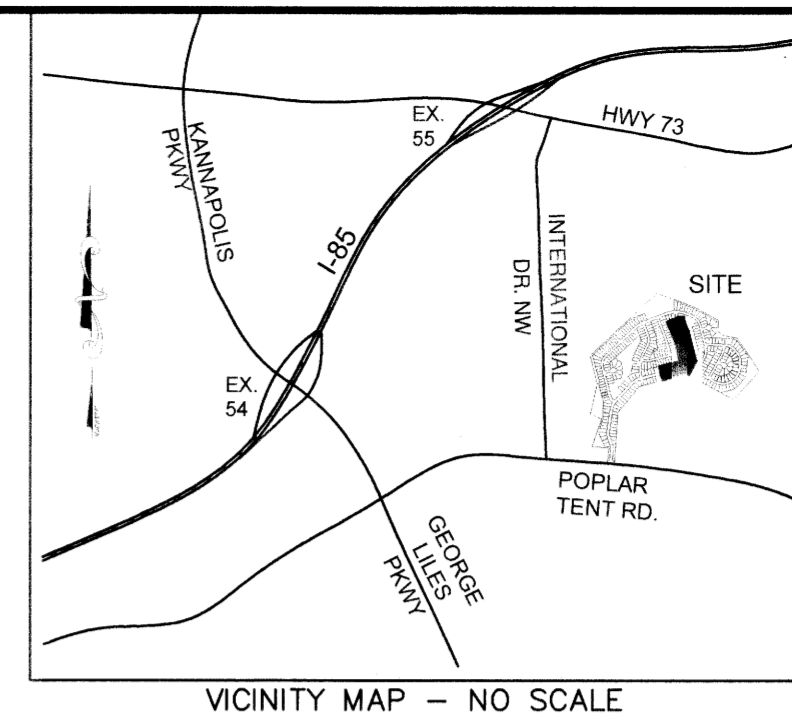
PROJECT NO:  
**7001-0003**

SHEET  
**1 of 4**

- NOTES:
1. BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
  2. TAX PARCEL #'S: 5611-025-144
  3. AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
  4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
  5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
  6. SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
  7. DASHED LINES INDICATE LINES NOT SURVEYED.
  8. BOUNDARY INFORMATION TAKEN FROM RECORDED PLAT BY SUMMIT LAND SERVICES ENTITLED, "RECOMBINATION AND SUBDIVISION SURVEY OF TAX PARCELS #5611010833, #5601809841, & #5601813048", RECORDED IN PLAT BOOK 67 PAGE 49, IN THE CABARRUS COUNTY COURTHOUSE, ON NOVEMBER 14, 2014.
  9. PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK LLC
  10. #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
  11. ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS.
  12. CURRENT ZONING DESIGNATION: RV-CD, RESIDENTIAL VILLAGE CONDITIONAL DISTRICT.
  13. 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
  14. THIS PLAT CONTAINS FOUR (4) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.

SEE SHEET 3 OF 4 FOR CENTERLINE BEARINGS & DISTANCES

SEE SHEET 4 OR 4 FOR STORM DRAINAGE EASEMENT DETAILS & CERTIFICATIONS



PREPARED BY:

**TIDEMARK**  
LAND SERVICES

3556A CENTRE CIRCLE DRIVE  
FORT MILL, SC 29715  
OFFICE: 844.865.5263  
FAX: 803.431.7595  
WWW.TIDEMARKLAND.COM  
NC FIRM C-4291

OWNER:

**TAC NIBLOCK, LLC**  
c/o THE ARDENT COMPANIES  
2100 POWERS FERRY RD. SE, SUITE 35  
ATLANTA, GA 30339

PROJECT:

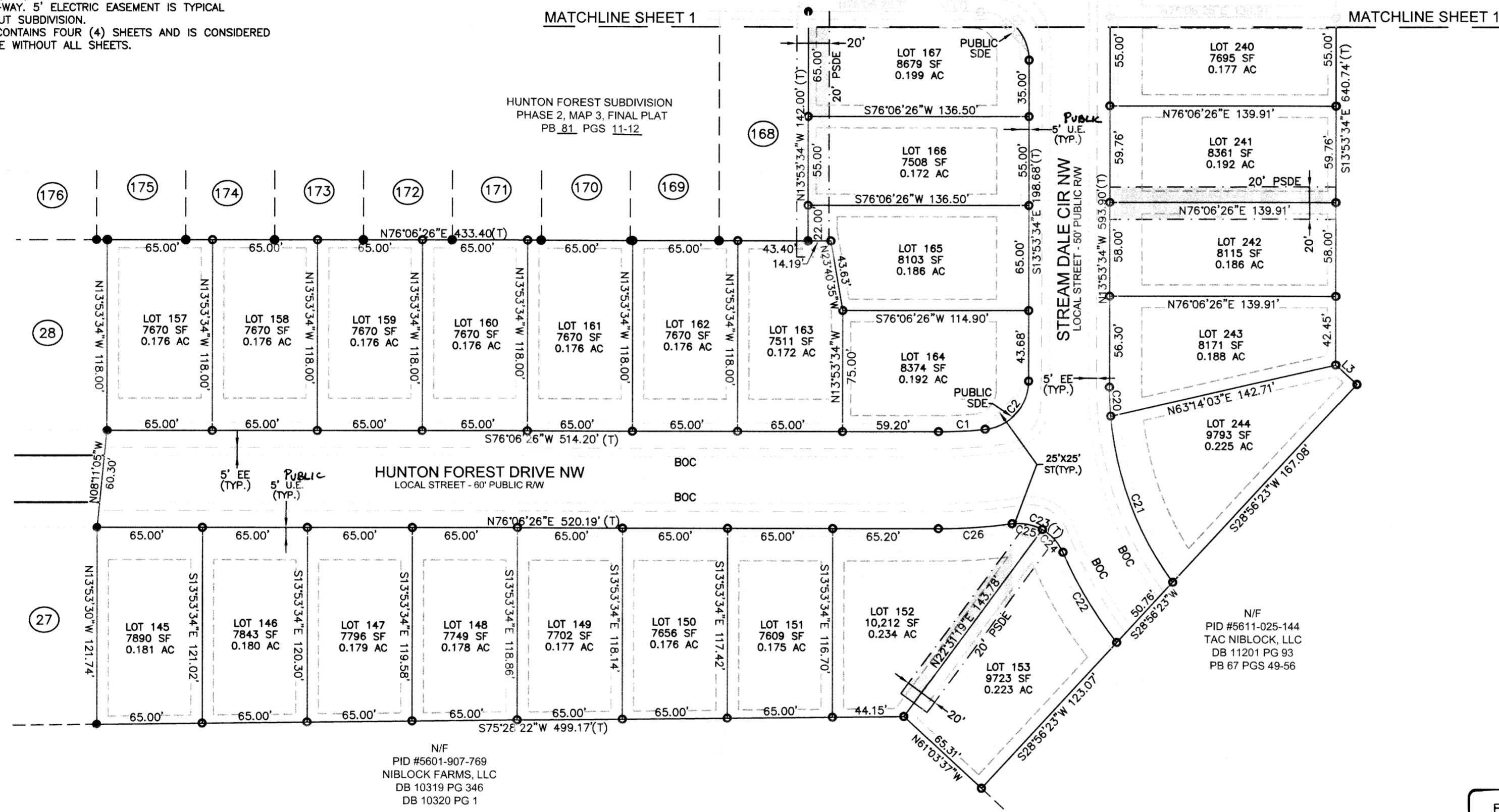
**HUNTON FOREST SUBDIVISION  
PHASE 2, MAP 5 FINAL PLAT**  
TOWNSHIP 2, CITY OF CONCORD,  
CABARRUS COUNTY, NC

PROJ. DATE: 02-01-19  
SCALE: 1"=60'  
DRAWN BY: WCH  
CHECKED BY: JAM

REVISIONS/DATE:

PROJECT NO:  
**7001-0003**

SHEET  
**2 of 4**

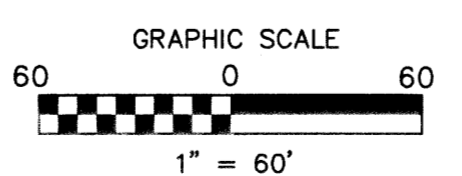


FILED Dec 17, 2019 08:41 am FILED  
BOOK 00082 CABARRUS  
PAGE 0082 THRU 0082 COUNTY NC  
INSTRUMENT # 35142 WAYNE NIXON  
EXCISE TAX \$0.00 REGISTER  
OF DEEDS

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

CERTIFICATE OF SURVEY AND ACCURACY:

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17<sup>TH</sup> DAY OF October, 2019.



- LEGEND
- R/W - RIGHT OF WAY
  - SF - SQUARE FEET
  - - #4 REBAR SET
  - - EXISTING REBAR
  - △ - CALCULATED POINT (NOT SET)
  - - STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED
  - PSDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS
  - (T) - TOTAL DISTANCE
  - PB PG - PLAT BOOK PAGE NUMBER
  - DB PG - DEED BOOK PAGE NUMBER
  - N/F - NOW OR FORMERLY
  - PID - PARCEL IDENTIFICATION
  - EE - ELECTRIC EASEMENT
  - BOC - BACK OF CURB
  - U.E. - UTILITY EASEMENT (PUBLIC)
  - VS - VEGETATED SETBACK
  - UB - UNDISTURBED BUFFER
  - SSE - SANITARY SEWER EASEMENT
  - CL - CENTERLINE

- PUBLIC STORM DRAINAGE EASEMENT
- PRIVATE STORM DRAINAGE EASEMENT (P.S.D.E.), TO BE MAINTAINED BY HOMEOWNERS

- NOTES:**
1. BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
  2. TAX PARCEL #'S: 5611-025-144
  3. AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
  4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
  5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
  6. SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
  7. DASHED LINES INDICATE LINES NOT SURVEYED.
  8. BOUNDARY INFORMATION TAKEN FROM RECORDED PLAT BY SUMMIT LAND SERVICES ENTITLED, "RECOMBINATION AND SUBDIVISION SURVEY OF TAX PARCELS #5611010833, #5601809841, & #5601813048", RECORDED IN PLAT BOOK 67 PAGE 49, IN THE CABARRUS COUNTY COURTHOUSE, ON NOVEMBER 14, 2014.
  9. PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK, LLC
  10. #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
  11. ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS.
  12. CURRENT ZONING DESIGNATION: CD-RV.
  13. 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
  14. THIS PLAT IS LOCATED IN 'ZONE X', BASED ON EXAMINATION OF FEMA PANEL #'S 3710560100K & 3710561100K, DATED 11-16-18.
  15. THIS PLAT CONTAINS FIVE (5) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.

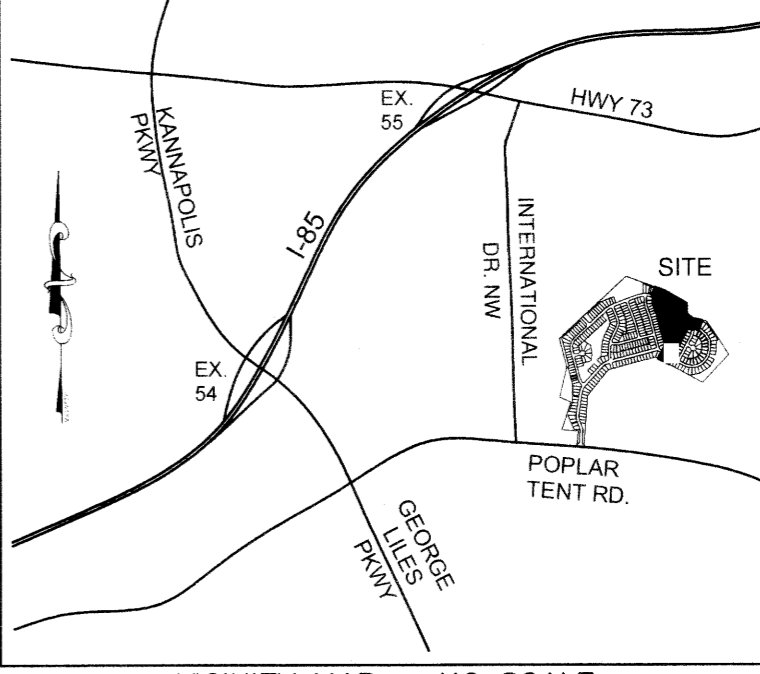


- COMMON OPEN SPACE (ACTIVE OR PASSIVE AS NOTED)
- PRIVATE STORM DRAINAGE EASEMENT (P.S.D.E.), TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION
- PUBLIC STORM DRAINAGE EASEMENT (SDE)
- TEMPORARY PUBLIC EASEMENT/RIGHT OF WAY FOR TURN AROUND

SEE SHEET 3 OF 5 FOR CENTERLINE BEARINGS & DISTANCES

SEE SHEET 4 OR 5 FOR STORM DRAINAGE EASEMENT DETAILS, LINE & CURVE TABLES

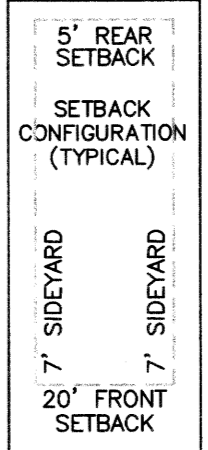
SEE SHEET 5 OR 5 FOR CERTIFICATIONS & LINE & CURVE TABLES



- LEGEND**
- R/W - RIGHT OF WAY
  - SF - SQUARE FEET
  - #4 REBAR SET
  - - EXISTING REBAR
  - △ - CALCULATED POINT (NOT SET)
  - STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED
  - PSDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS
  - SDE - PUBLIC STORM DRAINAGE EASEMENT
  - (T) - TOTAL DISTANCE
  - PB PG - PLAT BOOK PAGE NUMBER
  - DB PG - DEED BOOK PAGE NUMBER
  - N/F - NOW OR FORMERLY
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  - EE - ELECTRIC EASEMENT
  - BOC - BACK OF CURB
  - U.E. - UTILITY EASEMENT
  - VS - VEGETATED SETBACK
  - UB - UNDISTURBED BUFFER
  - SSE - SANITARY SEWER EASEMENT
  - ⊕ - CENTERLINE

**SETBACKS**

FRONT	- 20'
SIDE	- 7'
STREET SIDE	- 10'
REAR	- 5'



PREPARED BY:

**TIDEMARK**  
LAND SERVICES

3556A CENTRE CIRCLE DRIVE  
FORT MILL, SC 29715  
OFFICE: 844.865.5263  
FAX: 803.431.7595  
WWW.TIDEMARKLAND.COM  
NC FIRM C-4291

**TAC NIBLOCK, LLC**  
c/o THE ARDENT COMPANIES  
2100 POWERS FERRY RD. SE, SUITE 35  
ATLANTA, GA 30339

**HUNTON FOREST SUBDIVISION**  
PHASE 2, MAP 6, FINAL PLAT  
TOWNSHIP 2, CITY OF CONCORD,  
CABARRUS COUNTY, NC

FILED Jul 16, 2020 11:06 am  
BOOK 00084  
PAGE 0101 THRU 0101  
INSTRUMENT # 22416  
EXCISE TAX \$0.00

FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS

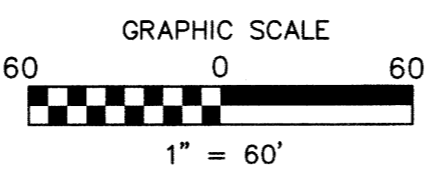
PROJECT NO: 7001-0003

PROJ. DATE: 02-01-20  
SCALE: 1"=60'  
DRAWN BY: WCH  
CHECKED BY: JAM  
REVISIONS/DATE:

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

**CERTIFICATE OF SURVEY AND ACCURACY:**

I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17th DAY OF July, 2020.



*Julia A. McDonald* 07/13/20  
JULIA A. McDONALD, PLS L-3617

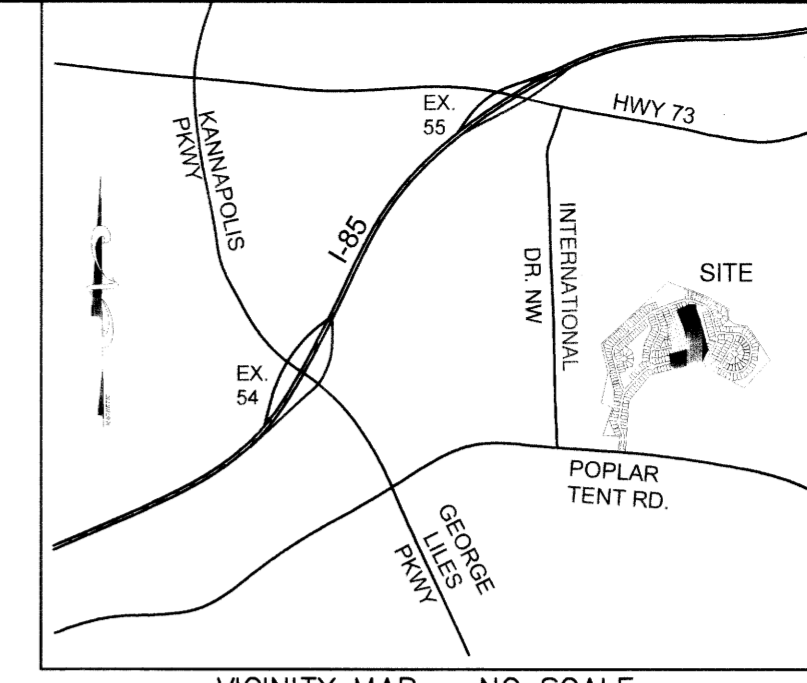
PROJECT NO:  
**7001-0003**

SHEET  
**2 of 5**

#35143

Book 82 Page 83

- NOTES:
1. BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
  2. TAX PARCEL #'S: 5611-025-144
  3. AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
  4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
  5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
  6. SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
  7. DASHED LINES INDICATE LINES NOT SURVEYED.
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  9. PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK LLC
  10. #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
  11. ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS.
  12. CURRENT ZONING DESIGNATION: RV-CD, RESIDENTIAL VILLAGE CONDITIONAL DISTRICT.
  13. 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
  14. THIS PLAT CONTAINS FOUR (4) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.



PREPARED BY:  
**TIDEMARK**  
 LAND SERVICES  
 3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
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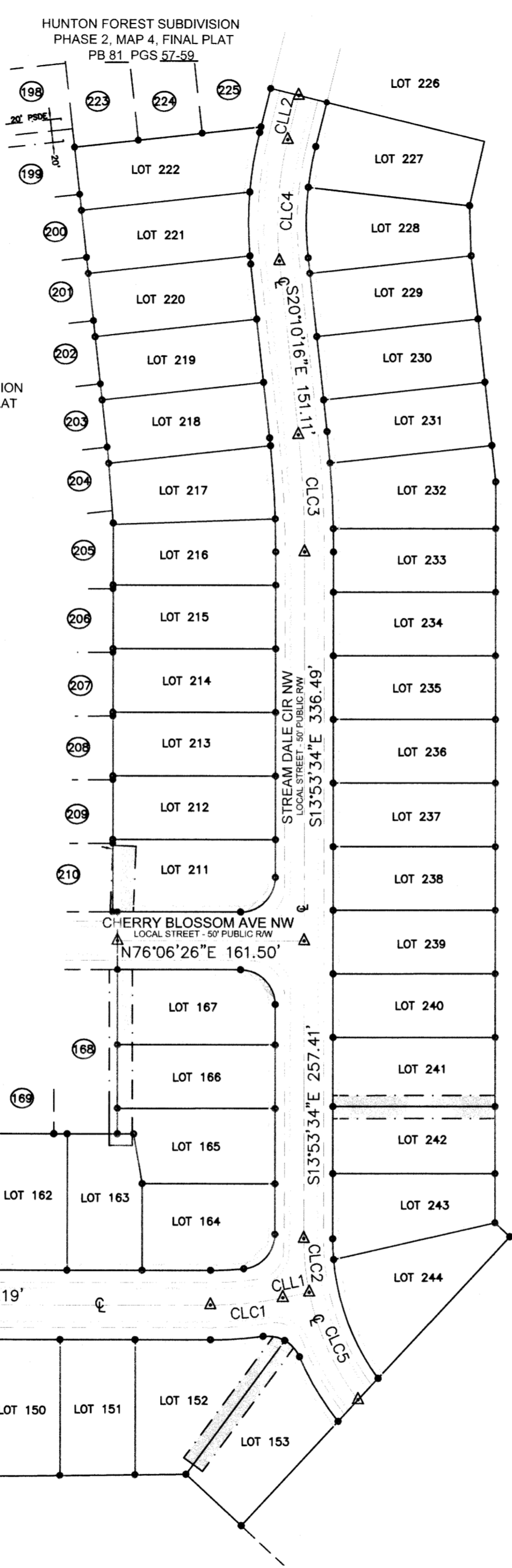
OWNER:  
**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

PROJECT:  
**HUNTON FOREST SUBDIVISION**  
**PHASE 2, MAP 5 FINAL PLAT**  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

PROJ. DATE: 02-01-19  
 SCALE: 1"=100'  
 DRAWN BY: WCH  
 CHECKED BY: JAM

PROJECT NO:  
**7001-0003**

SHEET  
**3 of 4**



HUNTON FOREST SUBDIVISION  
 PHASE 2, MAP 4, FINAL PLAT  
 PB 81 PGS 57-59

HUNTON FOREST SUBDIVISION  
 PHASE 2, MAP 3, FINAL PLAT  
 PB 81 PGS 11-12



☐ - PRIVATE STORM DRAINAGE EASEMENT (P.S.D.E.), TO BE MAINTAINED BY HOMEOWNERS

CENTERLINE LINE TABLE

LINE #	LENGTH	DIRECTION
CLL1	23.27'	N64°26'45"E
CLL2	39.34'	N00°02'31"E

CENTERLINE CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
CLC1	63.10'	63.10'	N70°16'36"E	62.98'
CLC2	46.81'	46.81'	S19°43'24"E	46.73'
CLC3	101.58'	101.58'	N17°01'55"W	101.53'
CLC4	105.84'	105.84'	S10°03'53"E	105.29'
CLC5	102.91'	102.91'	S38°22'21"E	102.06'

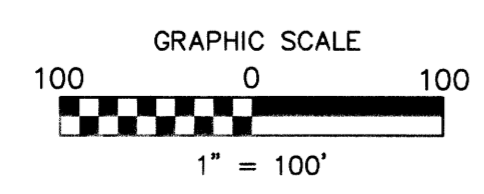
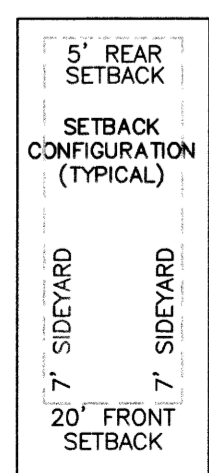
CENTERLINE STREET LENGTHS

STREET NAME	LENGTH
HUNTON FOREST DRIVE NW	604 LF
CHERRY BLOSSOM AVENUE NW	162 LF
STREAM DALE CIRCLE NW	1141 LF
TOTAL PH. 2 MAP 5 STREET LENGTH	1907 LF

FILED Dec 17, 2019 08:41 am  
 BOOK 00082  
 PAGE 0083 THRU 0083  
 INSTRUMENT # 35143  
 EXCISE TAX \$0.00  
 WAYNE NIXON  
 REGISTER OF DEEDS

SETBACKS

FRONT	- 20'
SIDE	- 7'
STREET SIDE	- 10'
REAR	- 5'



THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

CERTIFICATE OF SURVEY AND ACCURACY:  
 I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17th DAY OF OCTOBER, 2019.

*Julia A. McDonald* 10/17/19  
 JULIA A. McDONALD, PLS L-3617

# 35144

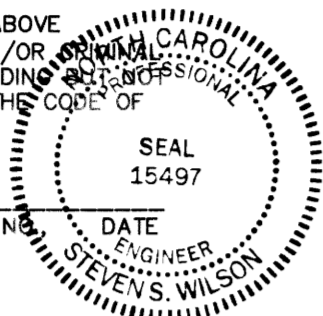
Back 82 Page 84

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS CITY OF CONCORD

Hunton Forest
NAME OF SUBDIVISION
Hunton Forest Dr., Stream Dale Cir, Cherry Blossom Ave
NAME OF STREETS IN SUBDIVISION
TAC Niblock, LLC
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.

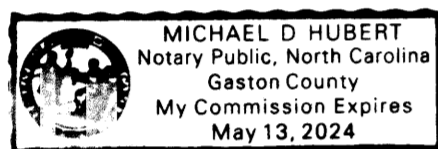
SIGNED: [Signature] 15447 12/4/19
REGISTERED PROFESSIONAL ENGINEER, REGISTRATION NO.



NORTH CAROLINA CABARRUS COUNTY
I, MICHAEL D. HUBERT, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT [Signature] PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 4th DAY OF DECEMBER, 2019.

MY COMMISSION EXPIRES: 5/13/24

[Signature]
NOTARY PUBLIC



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 HUNTON FOREST, PHASE 2, MAP 5 SUBDIVISION WAS APPROVED BY THE ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 12/17/19

[Signature]
DEVELOPMENT SERVICES DIRECTOR
DATE 12/17/19

PLAT REVIEW OFFICER CERTIFICATE:

STATE OF NORTH CAROLINA COUNTY OF CABARRUS
I, Greg Bell, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
[Signature] 12/17/19
REVIEW OFFICER DATE

CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER SYSTEM APPROVAL AND OTHER IMPROVEMENTS:

I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICALLY 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.

12/17/19 [Signature]
DATE DIRECTOR OF ENGINEERING

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 Sept. 12, 2019

[Signature] 12-16-19
CITY CLERK DATE

CERTIFICATE OF FEE PAYMENT:

I HEREBY CERTIFY THAT ALL FEES FOR THE HUNTON FOREST PHASE 2 MAP 5 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

[Signature] 12/16/19
FINANCE DIRECTOR 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.

BY: [Signature] 10/14/19
OWNER DATE

NORTH CAROLINA CABARRUS COUNTY
I, JESSICA K. SAMUELL, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT [Signature] PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 14 DAY OF OCTOBER, 2019.
MY COMMISSION EXPIRES: 3-14-2022

[Signature]
Notary Public
Gaston County
NORTH CAROLINA

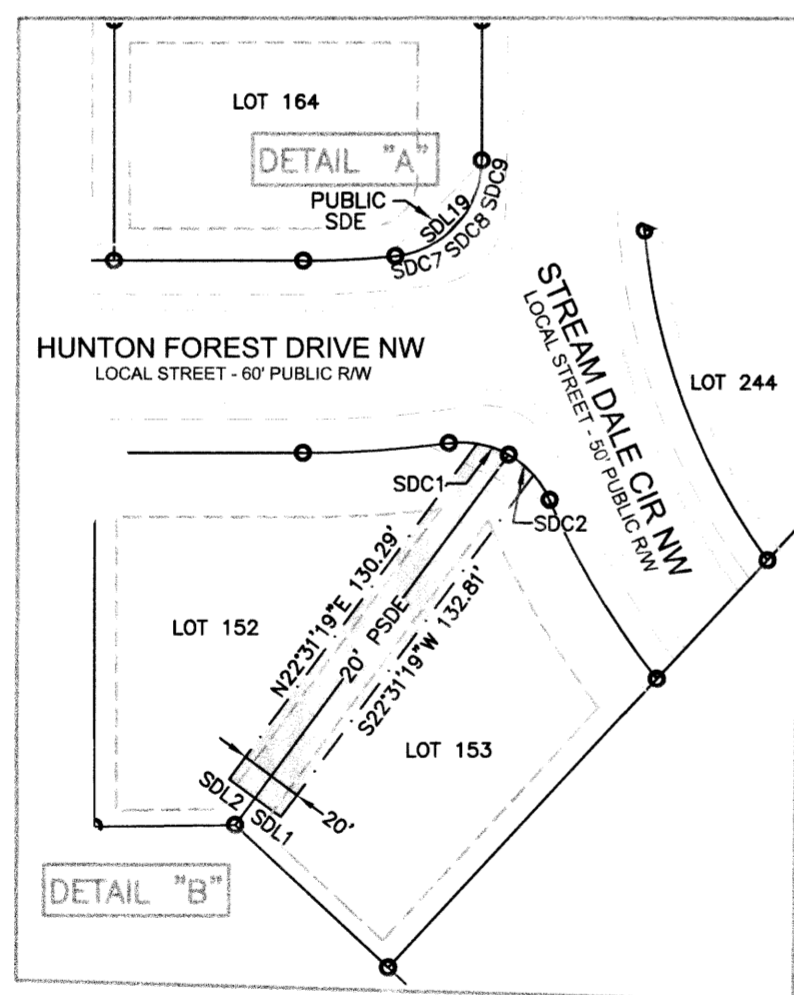
PREPARED BY:
TIDEMARK LAND SERVICES
3556A CENTRE CIRCLE DRIVE
FORT MILL, SC 29715
OFFICE: 844.865.5263
FAX: 803.431.7595
WWW.TIDEMARKLAND.COM
NC FIRM C-4291

TAC NIBLOCK, LLC
c/o THE ARDENT COMPANIES
2100 POWERS FERRY RD., SE, SUITE 35
ATLANTA, GA 30339

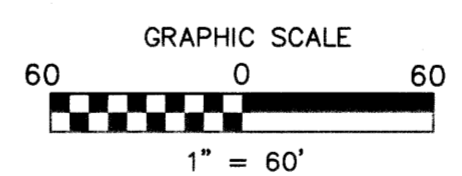
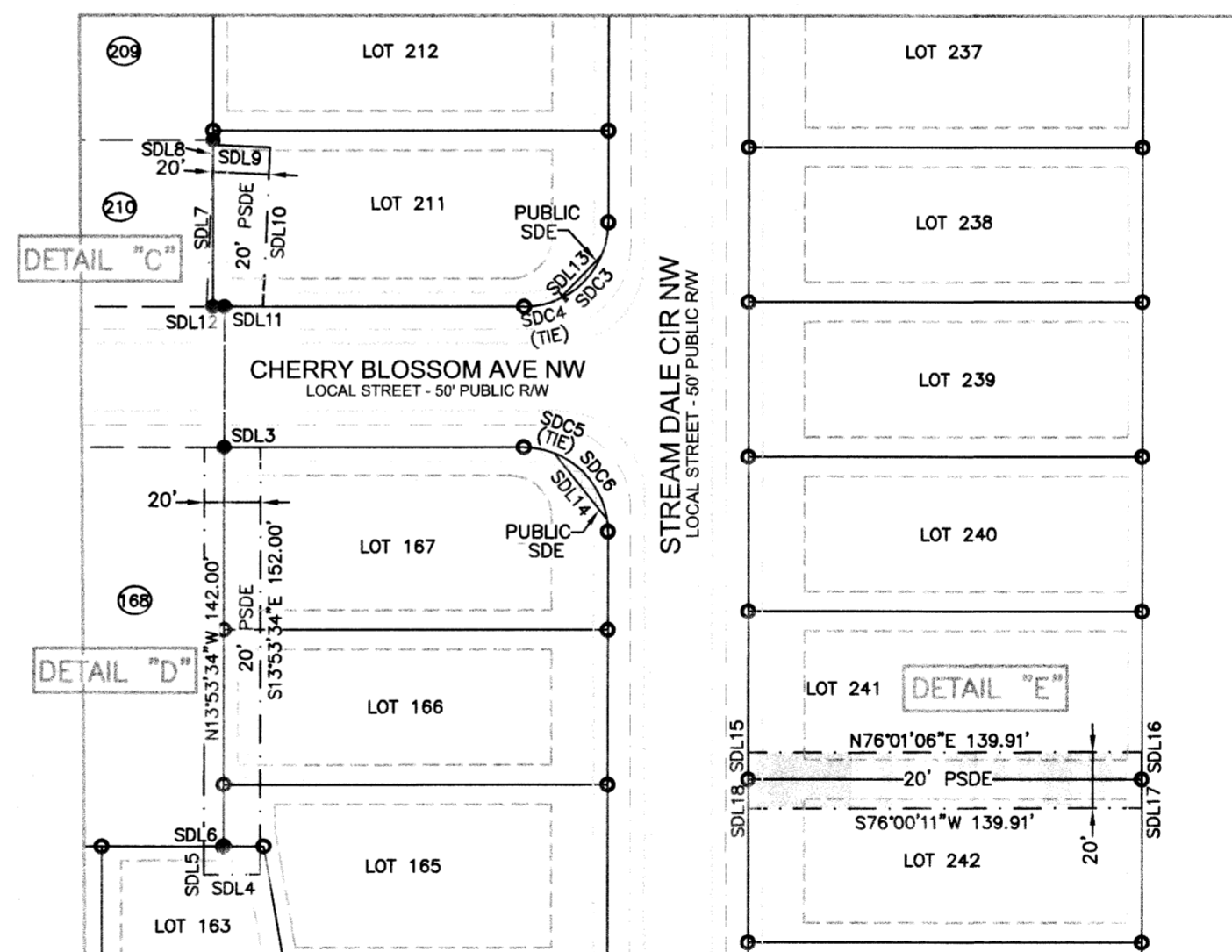
HUNTON FOREST SUBDIVISION
PHASE 2, MAP 5 FINAL PLAT
TOWNSHIP 2, CITY OF CONCORD,
CABARRUS COUNTY, NC

PROJECT:
HUNTON FOREST SUBDIVISION
PHASE 2, MAP 5 FINAL PLAT
TOWNSHIP 2, CITY OF CONCORD,
CABARRUS COUNTY, NC
PROJ. DATE: 02-01-19
SCALE: 1"=60'
DRAWN BY: WCH
CHECKED BY: JAM

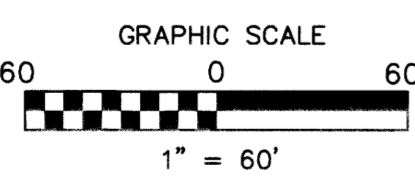
PROJECT NO: 7001-0003
SHEET 4 of 4



DETAILS



SDE LINE TABLE with columns: LINE, DIRECTION, LENGTH. Lists lines SDL1 through SDL18 with their respective bearings and distances.



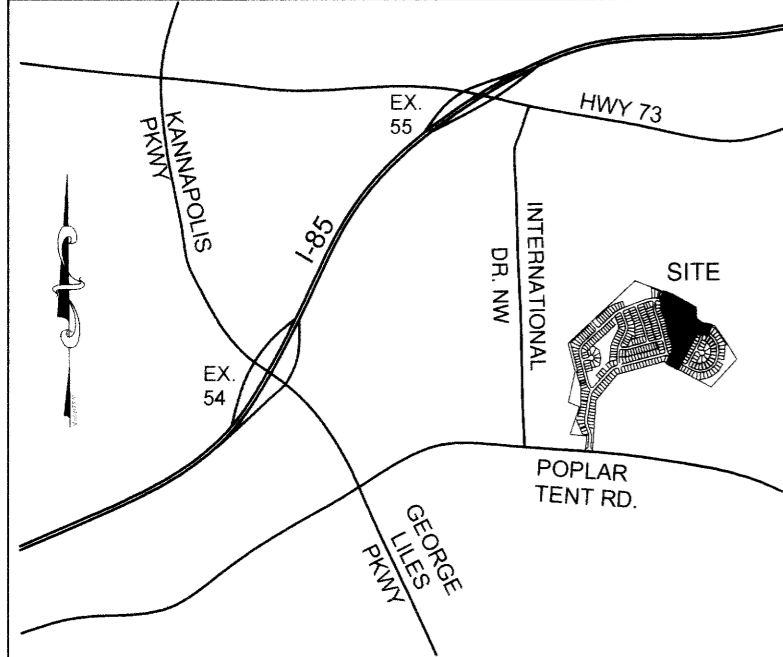
SDE CURVE TABLE with columns: CURVE, ARC LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH. Lists curves SDC1 through SDC9 with their respective dimensions.



THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

CERTIFICATE OF SURVEY AND ACCURACY:
I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 17th DAY OF OCTOBER, 2019.

[Signature] 10/17/19
JULIA A. McDONALD, PLS L-3617



- COMMON OPEN SPACE (ACTIVE OR PASSIVE AS NOTED)
- PRIVATE STORM DRAINAGE EASEMENT (P.S.D.E.), TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION
- PUBLIC STORM DRAINAGE EASEMENT (SDE)
- TEMPORARY PUBLIC EASEMENT/RIGHT OF WAY FOR TURN AROUND

SEE SHEET 3 OF 5 FOR CENTERLINE BEARINGS & DISTANCES

SEE SHEET 4 OR 5 FOR STORM DRAINAGE EASEMENT DETAILS, LINE & CURVE TABLES

SEE SHEET 5 OR 5 FOR CERTIFICATIONS & LINE & CURVE TABLES

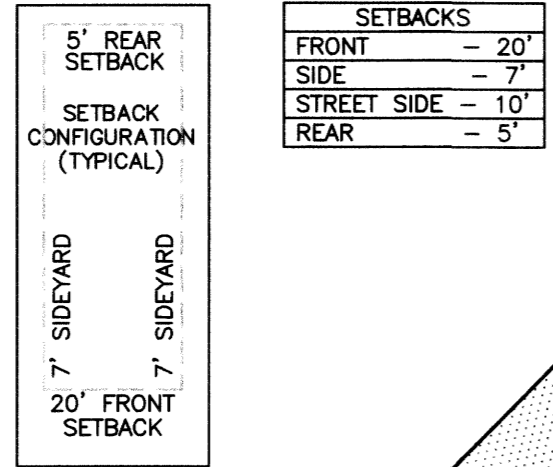
TOTAL AREA PH. 2 MAP 6 = 742,204 SF - 17.039 AC  
 TOTAL R/W AREA PH. 2 MAP 6 = 128,928 SF - 2.960 AC  
 TOTAL LOTS ON PH. 2 MAP 6 = 51

N/F  
 PID #5611-025-144  
 TAC NIBLOCK, LLC  
 DB 11201 PG 93  
 PB 67 PGS 49-56

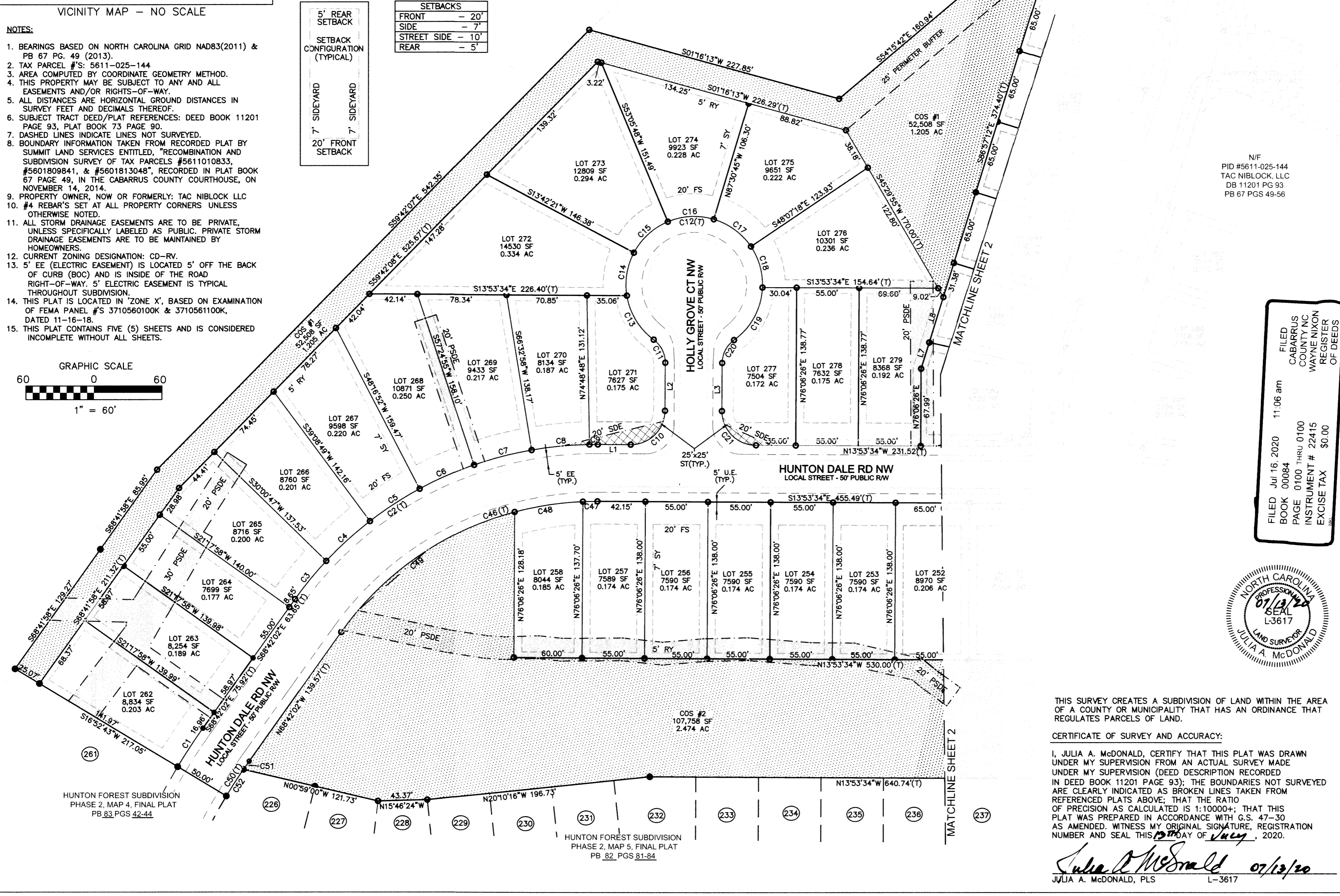
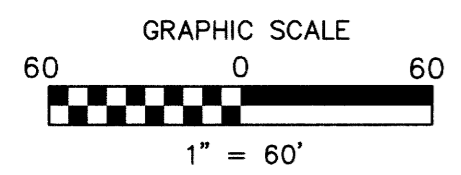
N/F  
 PID #5611-025-144  
 TAC NIBLOCK, LLC  
 DB 11201 PG 93  
 PB 67 PGS 49-56

VICINITY MAP - NO SCALE

- NOTES:**
- BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
  - TAX PARCEL #'S: 5611-025-144
  - AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
  - THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
  - SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
  - DASHED LINES INDICATE LINES NOT SURVEYED.
  - BOUNDARY INFORMATION TAKEN FROM RECORDED PLAT BY SUMMIT LAND SERVICES ENTITLED, "RECOMBINATION AND SUBDIVISION SURVEY OF TAX PARCELS #5611010833, #5601809841, & #5601813048", RECORDED IN PLAT BOOK 67 PAGE 49, IN THE CABARRUS COUNTY COURTHOUSE, ON NOVEMBER 14, 2014.
  - PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK LLC
  - #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
  - ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS.
  - CURRENT ZONING DESIGNATION: CD-RV.
  - 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
  - THIS PLAT IS LOCATED IN "ZONE X", BASED ON EXAMINATION OF FEMA PANEL #'S 3710560100K & 3710561100K, DATED 11-16-18.
  - THIS PLAT CONTAINS FIVE (5) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.



SETBACKS	
FRONT	- 20'
SIDE	- 7'
STREET SIDE	- 10'
REAR	- 5'



FILED  
 JUL 16, 2020 11:06 am  
 BOOK 00084  
 PAGE 0100 THRU 0100  
 INSTRUMENT # 22415  
 EXCISE TAX \$0.00  
 WAYNE NIXON  
 REGISTER  
 OF DEEDS



THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

**CERTIFICATE OF SURVEY AND ACCURACY:**

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*Julia A. McDonald* 07/13/20  
 JULIA A. McDONALD, PLS L-3617

PREPARED BY:  
  
 3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
 WWW.TIDEMARKLAND.COM  
 NC FIRM C-4291

OWNER:  
**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

PROJECT:  
**HUNTON FOREST SUBDIVISION**  
**PHASE 2, MAP 6, FINAL PLAT**  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

PROJ. DATE: 02-01-20  
 SCALE: 1"=60'  
 DRAWN BY: WCH  
 CHECKED BY: JAM

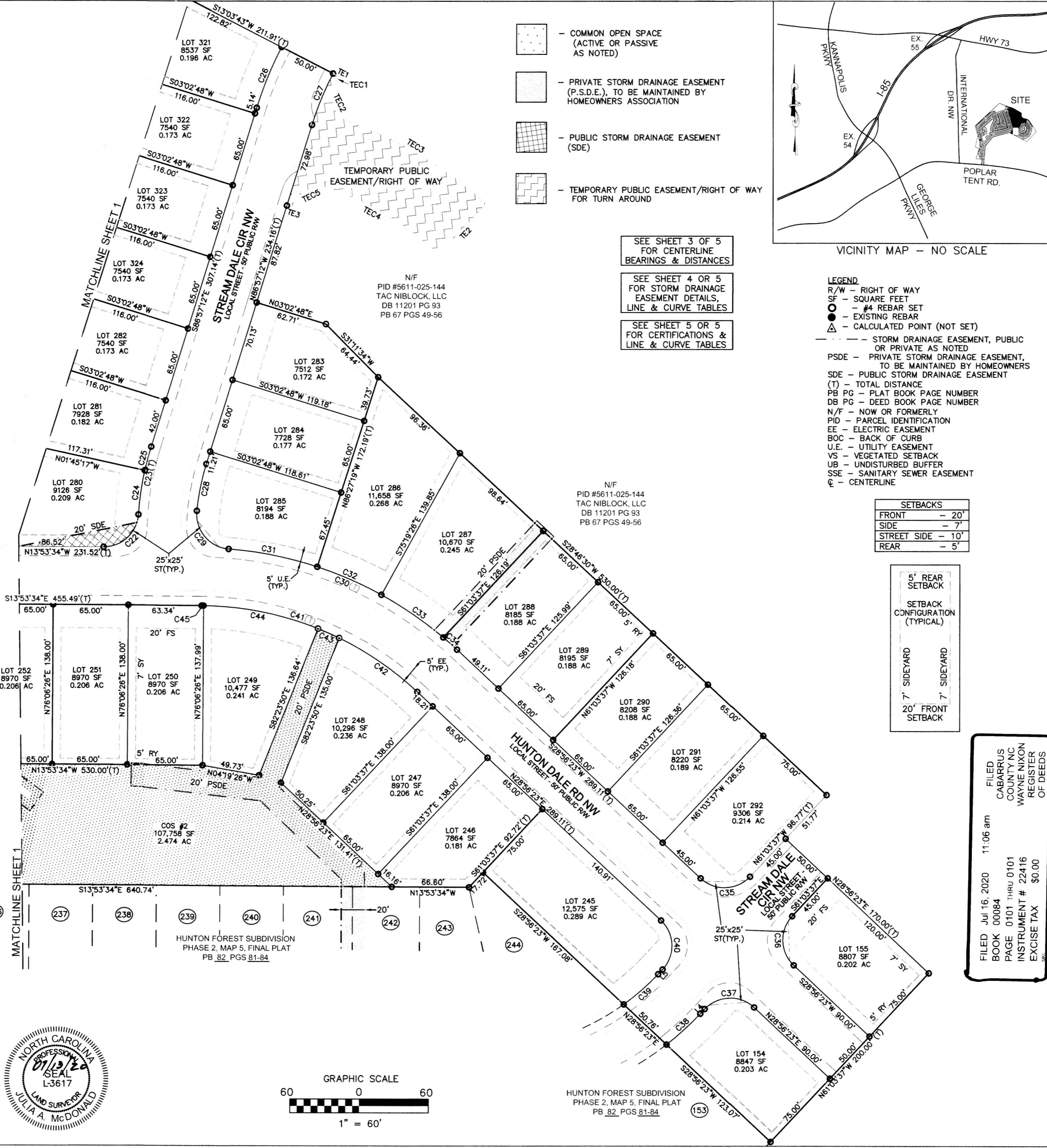
REVISIONS/DATE:

PROJECT NO:  
**7001-0003**

SHEET  
**1 of 5**

NOTES:

1. BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
2. TAX PARCEL #'S: 5611-025-144
3. AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
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5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
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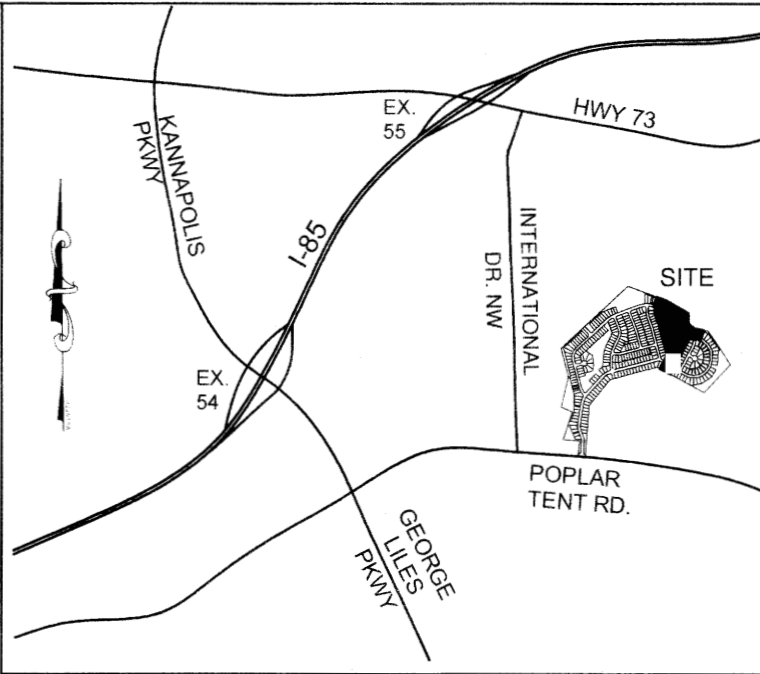


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SEE SHEET 3 OF 5 FOR CENTERLINE BEARINGS & DISTANCES

SEE SHEET 4 OR 5 FOR STORM DRAINAGE EASEMENT DETAILS, LINE & CURVE TABLES

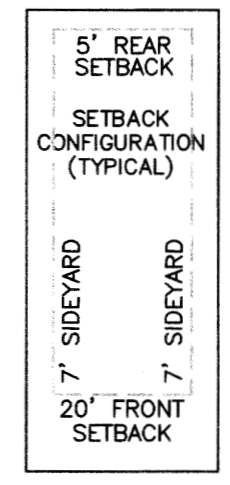
SEE SHEET 5 OR 5 FOR CERTIFICATIONS & LINE & CURVE TABLES



VICINITY MAP - NO SCALE

- LEGEND
- R/W - RIGHT OF WAY
  - SF - SQUARE FEET
  - #4 - #4 REBAR SET
  - - EXISTING REBAR
  - △ - CALCULATED POINT (NOT SET)
  - - STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED
  - PSDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS
  - SDE - PUBLIC STORM DRAINAGE EASEMENT
  - (T) - TOTAL DISTANCE
  - PB PG - PLAT BOOK PAGE NUMBER
  - DB PG - DEED BOOK PAGE NUMBER
  - N/F - NOW OR FORMERLY
  - PID - PARCEL IDENTIFICATION
  - EE - ELECTRIC EASEMENT
  - BOC - BACK OF CURB
  - U.E. - UTILITY EASEMENT
  - VS - VEGETATED SETBACK
  - UB - UNDISTURBED BUFFER
  - SSE - SANITARY SEWER EASEMENT
  - ⊕ - CENTERLINE

SETBACKS	
FRONT	- 20'
SIDE	- 7'
STREET SIDE	- 10'
REAR	- 5'



PREPARED BY:  
  
 3556A CENTRE CIRCLE DRIVE  
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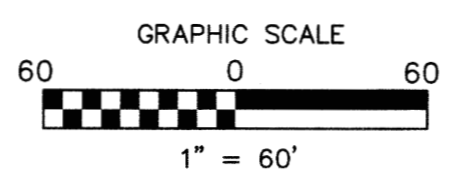
**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

HUNTON FOREST SUBDIVISION  
 PHASE 2, MAP 6, FINAL PLAT  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

FILED  
 Jul 16, 2020 11:06 am  
 BOOK 0084  
 PAGE 0101 THRU 0101  
 INSTRUMENT # 22416  
 EXCISE TAX \$0.00  
 WAYNE NIXON  
 REGISTER OF DEEDS

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*Julia A. McDonald* 07/13/20  
 JULIA A. McDONALD, PLS L-3617

PROJECT: HUNTON FOREST SUBDIVISION  
 PROJ. DATE: 02-01-20  
 SCALE: 1"=60'  
 DRAWN BY: WCH  
 CHECKED BY: JAM

REVISIONS/DATE:  
 PROJECT NO: 7001-0003

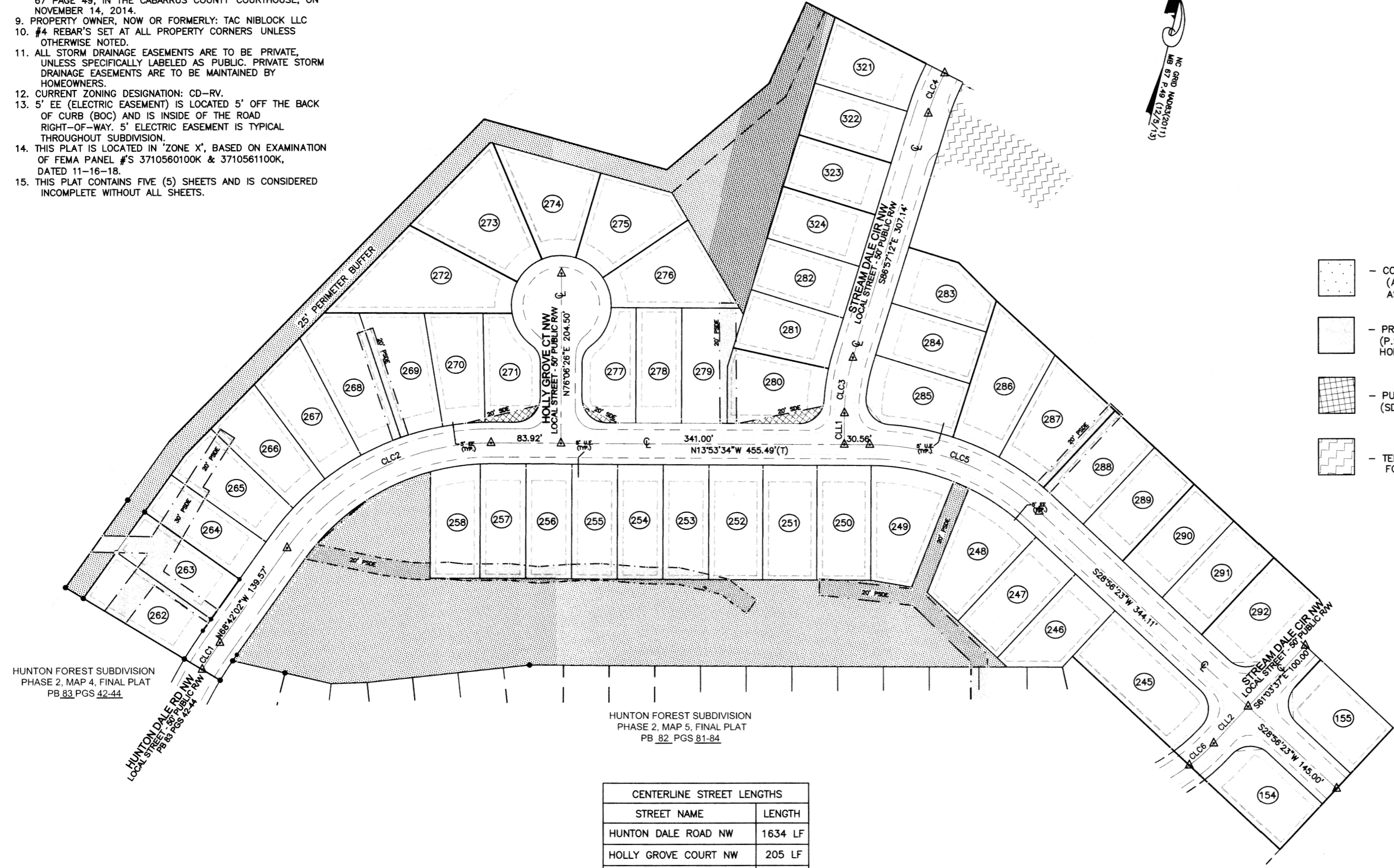
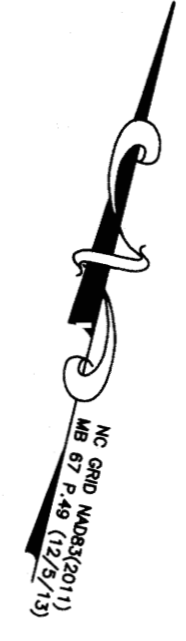
SHEET  
**2 of 5**

NOTES:

- BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
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Line #	Length	Direction
CLL1	37.75'	N76°06'26"E
CLL2	60.58'	S61°03'37"E

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
CLC1	38.58'	500.00'	N70°54'39"W	38.57'
CLC2	286.97'	300.00'	N41°17'48"W	276.16'
CLC3	68.00'	230.00'	S84°34'37"W	67.75'
CLC4	52.44'	300.00'	N81°56'45"W	52.37'
CLC5	224.27'	300.00'	N07°31'24"E	219.08'
CLC6	39.62'	230.00'	S56°07'32"E	39.57'

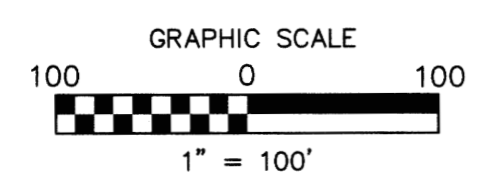


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- PUBLIC STORM DRAINAGE EASEMENT (SDE)
- TEMPORARY PUBLIC EASEMENT/RIGHT OF WAY FOR TURN AROUND

HUNTON FOREST SUBDIVISION  
PHASE 2, MAP 4, FINAL PLAT  
PB 83 PGS 42-44

HUNTON FOREST SUBDIVISION  
PHASE 2, MAP 5, FINAL PLAT  
PB 82 PGS 81-84

CENTERLINE STREET LENGTHS	
STREET NAME	LENGTH
HUNTON DALE ROAD NW	1634 LF
HOLLY GROVE COURT NW	205 LF
STREAM DALE CIRCLE NW	665 LF
TOTAL PH. 2 MAP 6 STREET LENGTH	2504 LF



FILED  
Jul 16, 2020 11:06 am  
BOOK 00084  
PAGE 0102 THRU 0102  
INSTRUMENT # 22417  
EXCISE TAX \$0.00  
WAYNE NIXON  
REGISTER OF DEEDS



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*Julia A. McDonald* 07/13/20  
JULIA A. McDONALD, PLS L-3617

PREPARED BY:  
**TIDEMARK**  
LAND SERVICES  
3556A CENTRE CIRCLE DRIVE  
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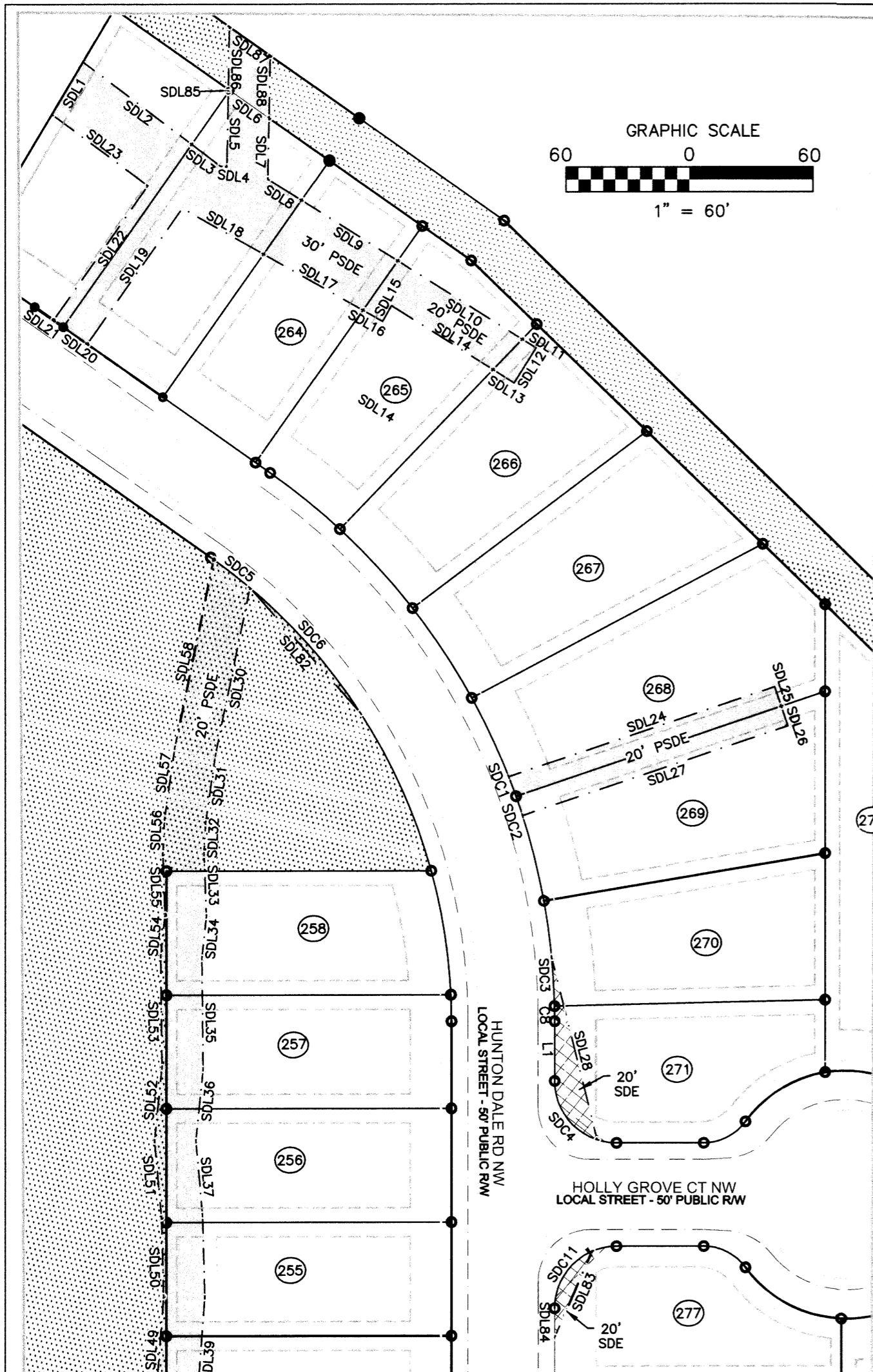
PROJECT:  
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PHASE 2, MAP 6, FINAL PLAT  
TOWNSHIP 2, CITY OF CONCORD,  
CABARRUS COUNTY, NC**

PROJ. DATE: 02-01-19  
SCALE: 1"=100'  
DRAWN BY: WCH  
CHECKED BY: JAM

REVISIONS/DATE:  
PROJECT NO:  
**7001-0003**

SHEET  
**3 of 5**





DETAILS

SDE CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
SDC1	10.12'	325.00'	N34°20'54"W	10.12'
SDC2	9.88'	325.00'	N32°35'06"W	9.88'
SDC3	23.67'	325.00'	N17°16'23"W	23.66'
SDC4	37.65'	30.00'	N49°50'31"W	35.22'
SDC5	22.31'	275.00'	S66°00'34"E	22.30'
SDC6	81.21'	275.00'	N55°13'33"W	80.91'
SDC7	38.19'	30.00'	N50°21'33"W	35.66'
SDC8	10.01'	325.00'	N27°01'10"E	10.01'
SDC9	10.02'	325.00'	N25°15'15"E	10.02'
SDC10	20.02'	275.00'	S09°44'12"W	20.01'
SDC11	34.95'	30.00'	N19°28'55"E	33.01'

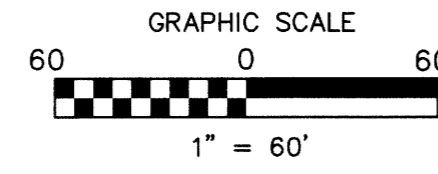
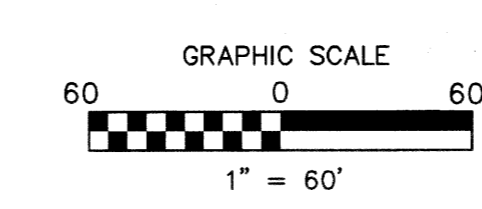
SDE LINE TABLE		
LINE	DIRECTION	LENGTH
SDL1	S16°52'43"W	29.47'
SDL2	N66°47'10"W	66.11'
SDL3	N66°47'10"W	17.41'
SDL4	S83°19'24"W	3.13'
SDL5	S12°48'02"E	35.98'
SDL6	S68°41'58"E	23.31'
SDL7	S12°48'02"E	29.43'
SDL8	N71°37'36"W	19.18'
SDL9	N71°37'36"W	55.07'
SDL10	N71°37'36"W	71.29'
SDL11	S71°37'36"E	7.94'
SDL12	S18°22'24"W	20.00'
SDL13	N71°37'36"W	12.06'
SDL14	N71°37'36"W	58.14'
SDL15	S15°37'22"W	8.72'
SDL16	N74°22'38"W	10.96'
SDL17	N74°22'38"W	55.27'
SDL18	N74°22'38"W	45.17'

SDE LINE TABLE		
LINE	DIRECTION	LENGTH
SDL19	S21°07'37"W	80.20'
SDL20	N68°42'02"W	14.26'
SDL21	N68°42'02"W	5.74'
SDL22	N21°07'37"E	79.49'
SDL23	N67°19'06"W	57.84'
SDL24	N57°28'08"E	136.05'
SDL25	S32°31'52"E	9.99'
SDL26	S32°31'52"E	10.01'
SDL27	S57°28'08"W	135.71'
SDL28	S27°57'50"E	91.13'
SDL30	S02°11'41"E	82.59'
SDL31	S05°42'33"E	33.19'
SDL32	S10°52'05"E	15.28'
SDL33	S16°02'06"E	30.11'
SDL34	S07°48'13"E	20.29'
SDL35	S14°32'12"E	53.82'
SDL36	S08°10'22"E	34.93'
SDL37	S19°01'04"E	35.97'

SDE LINE TABLE		
LINE	DIRECTION	LENGTH
SDL38	S15°25'42"E	39.79'
SDL39	S09°39'52"E	54.94'
SDL40	S13°36'13"E	38.40'
SDL41	S01°08'44"E	61.49'
SDL42	S25°34'08"W	14.82'
SDL43	S21°47'42"W	26.90'
SDL45	N21°47'42"E	27.56'
SDL46	N25°34'08"E	10.73'
SDL47	N01°08'44"W	54.56'
SDL48	N13°36'13"W	36.90'
SDL49	N09°39'52"W	54.62'
SDL50	N15°25'42"W	38.16'
SDL51	N19°01'04"W	37.24'
SDL52	N08°10'22"W	35.72'
SDL53	N14°32'12"W	53.89'
SDL54	N07°48'13"W	20.03'
SDL55	N16°02'06"W	29.57'

SDE LINE TABLE		
LINE	DIRECTION	LENGTH
SDL56	N10°52'05"W	17.08'
SDL57	N05°42'33"W	34.73'
SDL58	N02°12'07"W	93.02'
SDL59	N75°35'15"E	144.68'
SDL60	S14°24'45"E	20.00'
SDL61	S75°35'15"W	144.86'
SDL62	N13°53'34"W	11.37'
SDL63	N13°53'34"W	8.63'
SDL64	S25°39'07"E	104.00'
SDL65	N13°53'34"W	73.14'
SDL66	S61°03'37"E	126.81'
SDL67	S28°46'30"W	10.00'
SDL68	S28°46'30"W	10.00'
SDL69	N61°03'37"W	125.89'
SDL70	N82°16'49"W	138.76'
SDL71	S29°54'56"W	102.75'
SDL72	S76°00'11"W	14.73'
SDL73	N13°53'34"W	19.99'

SDE LINE TABLE		
LINE	DIRECTION	LENGTH
SDL74	N76°01'06"E	6.17'
SDL75	N29°54'56"E	97.57'
SDL76	N07°38'10"W	104.95'
SDL77	N12°48'37"W	7.79'
SDL78	N77°11'23"E	20.00'
SDL79	S12°48'37"E	8.70'
SDL80	S07°38'10"E	101.63'
SDL81	S82°16'49"E	138.56'
SDL82	N55°13'33"W	80.91'
SDL83	S09°45'17"W	45.27'
SDL84	N13°53'34"W	13.90'
SDL85	S12°48'02"E	1.50'
SDL86	S12°48'02"E	30.19'
SDL87	S68°41'58"E	24.15'
SDL88	S12°48'02"E	30.19'



FILED Jul 16, 2020 11:06 am  
 BOOK 00084  
 PAGE 0103 THRU 0103  
 INSTRUMENT # 22418  
 EXCISE TAX \$0.00  
 WAYNE NIXON  
 COUNTY NC  
 CABARRUS COUNTY  
 REGISTER OF DEEDS



THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

CERTIFICATE OF SURVEY AND ACCURACY:  
 I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13th DAY OF JULY, 2020.

*Julia A. McDonald* 07/13/20  
 JULIA A. McDONALD, PLS L-3617

PREPARED BY:  
  
 3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
 WWW.TIDEMARKLAND.COM  
 NC FIRM C-4291

OWNER:  
**TAC NIBLOCK, LLC**  
**c/o THE ARDENT COMPANIES**  
**2100 POWERS FERRY RD. SE, SUITE 35**  
**ATLANTA, GA 30339**

PROJECT:  
**HUNTON FOREST SUBDIVISION**  
**PHASE 2, MAP 6, FINAL PLAT**  
**TOWNSHIP 2, CITY OF CONCORD,**  
**CABARRUS COUNTY, NC**

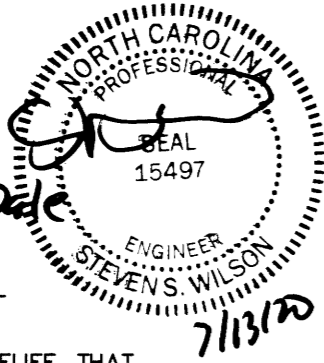
PROJ. DATE: 02-01-20  
 SCALE: 1"=60'  
 DRAWN BY: WCH  
 CHECKED BY: JAM  
 REVISIONS/DATE:

PROJECT NO:  
**7001-0003**  
 SHEET  
**4 of 5**

BK 84 Pg 104

**CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS CITY OF CONCORD**

Hunton Forest  
 NAME OF SUBDIVISION  
 Hunton Dale, Holly Grove, Stearns Dale  
 NAME OF STREETS IN SUBDIVISION  
 TAC Niblock, LLC  
 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: [Signature] 15497 7/13/20  
 REGISTERED PROFESSIONAL ENGINEER, REGISTRATION NO., DATE

**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 HUNTON FOREST, PHASE 2, MAP 6 SUBDIVISION WAS APPROVED BY THE ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON July 9, 2020  
[Signature] 7/14/20  
 DEVELOPMENT SERVICES DIRECTOR DATE

**PLAT REVIEW OFFICER CERTIFICATE:**

STATE OF NORTH CAROLINA  
 COUNTY OF CABARRUS  
 I, GREG BELK REVIEW OFFICER OF CABARRUS COUNTY,  
 CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
GREG BELK 7-16-2020  
 REVIEW OFFICER 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 07-10-2019  
[Signature] 7-15-2020  
 CITY CLERK DATE

**CERTIFICATE OF FEE PAYMENT:**

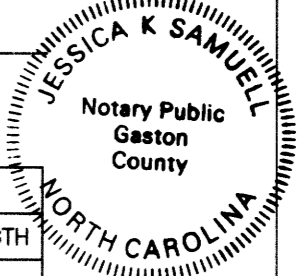
I HEREBY CERTIFY THAT ALL FEES FOR THE HUNTON FOREST PHASE 2 MAP 6, SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.  
[Signature] 7/14/2020  
 FINANCE DIRECTOR DATE

**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.

BY: [Signature] 7/13/20  
 OWNER DATE

NORTH CAROLINA  
 CABARRUS COUNTY  
 I, JESSICA K SAMUEL, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT [Signature] PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 13 DAY OF July, 2020.  
 MY COMMISSION EXPIRES: 3-14-2022  
[Signature]



NORTH CAROLINA  
 CABARRUS COUNTY  
 I, MICHAEL D HUBERT, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT STEVEN S WILSON PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 13 DAY OF JULY, 2020.  
 MY COMMISSION EXPIRES: 5/12/24  
[Signature]  
 NOTARY PUBLIC  
 MICHAEL D HUBERT  
 Notary Public, North Carolina  
 Gaston County  
 My Commission Expires  
 May 13, 2024

**CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER SYSTEM APPROVAL AND OTHER IMPROVEMENTS:**

I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICALLY 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.  
 7/15/20 Sue Hyde SR  
 DATE DIRECTOR OF ENGINEERING

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	40.51'	525.00'	S70°54'39"E	40.50'
C2	310.89'	325.00'	N41°17'48"W	299.17'
C3	43.38'	325.00'	N64°52'37"W	43.35'
C4	52.04'	325.00'	N56°27'59"W	51.98'
C5	52.18'	325.00'	N47°16'48"W	52.13'
C6	52.32'	325.00'	N38°04'05"W	52.26'
C7	52.45'	325.00'	N28°49'59"W	52.39'
C8	51.18'	325.00'	N19°41'54"W	51.13'
C9	7.34'	325.00'	N14°32'23"W	7.34'
C10	47.12'	30.00'	S58°53'34"E	42.43'
C11	23.55'	25.00'	N49°07'23"E	22.69'
C12	301.53'	60.00'	N13°53'34"W	70.59'
C13	46.47'	60.00'	S44°19'34"W	45.32'
C14	38.95'	60.00'	S85°06'34"W	38.27'
C15	41.25'	60.00'	N56°35'56"W	40.44'
C16	41.25'	60.00'	N17°12'29"W	40.44'
C17	41.25'	60.00'	N22°10'58"E	40.44'
C18	38.08'	60.00'	N60°03'37"E	37.44'
C19	54.28'	60.00'	S75°50'30"E	52.45'
C20	23.55'	25.00'	N76°54'32"W	22.69'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C21	47.12'	30.00'	S31°06'26"W	42.43'
C22	45.31'	30.00'	S57°09'27"E	41.12'
C23	59.94'	255.00'	S86°18'44"W	59.81'
C24	38.58'	255.00'	S83°54'41"W	38.54'
C25	21.37'	255.00'	N89°21'15"W	21.36'
C26	56.81'	325.00'	S81°56'45"E	56.74'
C27	48.07'	275.00'	N81°56'45"W	48.01'
C28	41.42'	205.00'	S87°15'31"W	41.35'
C29	47.80'	30.00'	S35°49'27"W	42.90'
C30	219.87'	325.00'	N09°33'32"E	215.70'
C31	78.40'	325.00'	N02°54'41"W	78.21'
C32	60.56'	325.00'	N09°20'16"E	60.47'
C33	65.01'	325.00'	N20°24'24"E	64.90'
C34	15.89'	325.00'	N27°32'19"E	15.89'
C35	47.12'	30.00'	S16°03'37"E	42.43'
C36	47.12'	30.00'	S73°56'23"W	42.43'
C37	47.12'	30.00'	N16°03'37"W	42.43'
C38	39.58'	255.00'	S56°36'49"E	39.54'
C39	39.67'	205.00'	S55°31'00"E	39.61'
C40	47.12'	30.00'	N73°56'23"E	42.43'

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C41	205.58'	275.00'	N07°31'24"E	200.83'
C42	82.39'	275.00'	N20°21'24"E	82.08'
C43	20.02'	275.00'	N09°41'18"E	20.01'
C44	101.51'	275.00'	N02°58'18"W	100.93'
C45	1.66'	275.00'	N13°43'10"W	1.66'
C46	263.06'	275.00'	N41°17'48"W	253.14'
C47	12.85'	275.00'	S15°13'55"E	12.85'
C48	60.88'	275.00'	S22°54'45"E	60.75'
C49	189.33'	275.00'	N48°58'39"W	185.61'
C50	36.65'	475.00'	N70°54'39"W	36.64'
C51	8.82'	475.00'	N69°13'57"W	8.82'
C52	27.83'	475.00'	N71°26'34"W	27.83'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N13°53'34"W	28.92'
L2	S76°06'26"W	42.26'
L3	N76°06'26"E	42.26'
L4	N61°03'37"W	5.58'
L5	S61°03'37"E	5.58'
L6	S63°30'16"W	28.25'
L7	S86°57'12"E	24.08'
L8	S86°57'12"E	41.78'

FILED Jul 16, 2020 11:06 am  
 BOOK 00084  
 PAGE 0104 THRU 0104  
 INSTRUMENT # 22419  
 EXCISE TAX \$0.00  
 REGISTER OF DEEDS

TEMPORARY PUBLIC EASEMENT/RIGHT OF WAY LINE TABLE		
LINE	DIRECTION	LENGTH
TE1	S13°03'43"W	5.00'
TE2	S61°13'30"E	60.00'
TE3	S03°02'48"W	5.00'

TEMPORARY PUBLIC EASEMENT/RIGHT OF WAY CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
TEC1	6.28'	270.000	N77°36'15"W	6.28'
TEC2	42.20'	25.000	S53°22'27"W	37.36'
TEC3	136.83'	330.000	N16°53'49"E	135.85'
TEC4	110.87'	270.000	N17°00'41"E	110.09'
TEC5	40.23'	25.000	N40°51'10"W	36.03'



THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.  
**CERTIFICATE OF SURVEY AND ACCURACY:**  
 I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13th DAY OF July, 2020.  
[Signature] 07/13/20  
 JULIA A. McDONALD, PLS L-3617

PREPARED BY:  
  
 3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
 WWW.TIDEMARKLAND.COM  
 NC FIRM C-4291

OWNER:  
 TAC NIBLOCK, LLC  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

PROJECT:  
 HUNTON FOREST SUBDIVISION  
 PHASE 2, MAP 6, FINAL PLAT  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

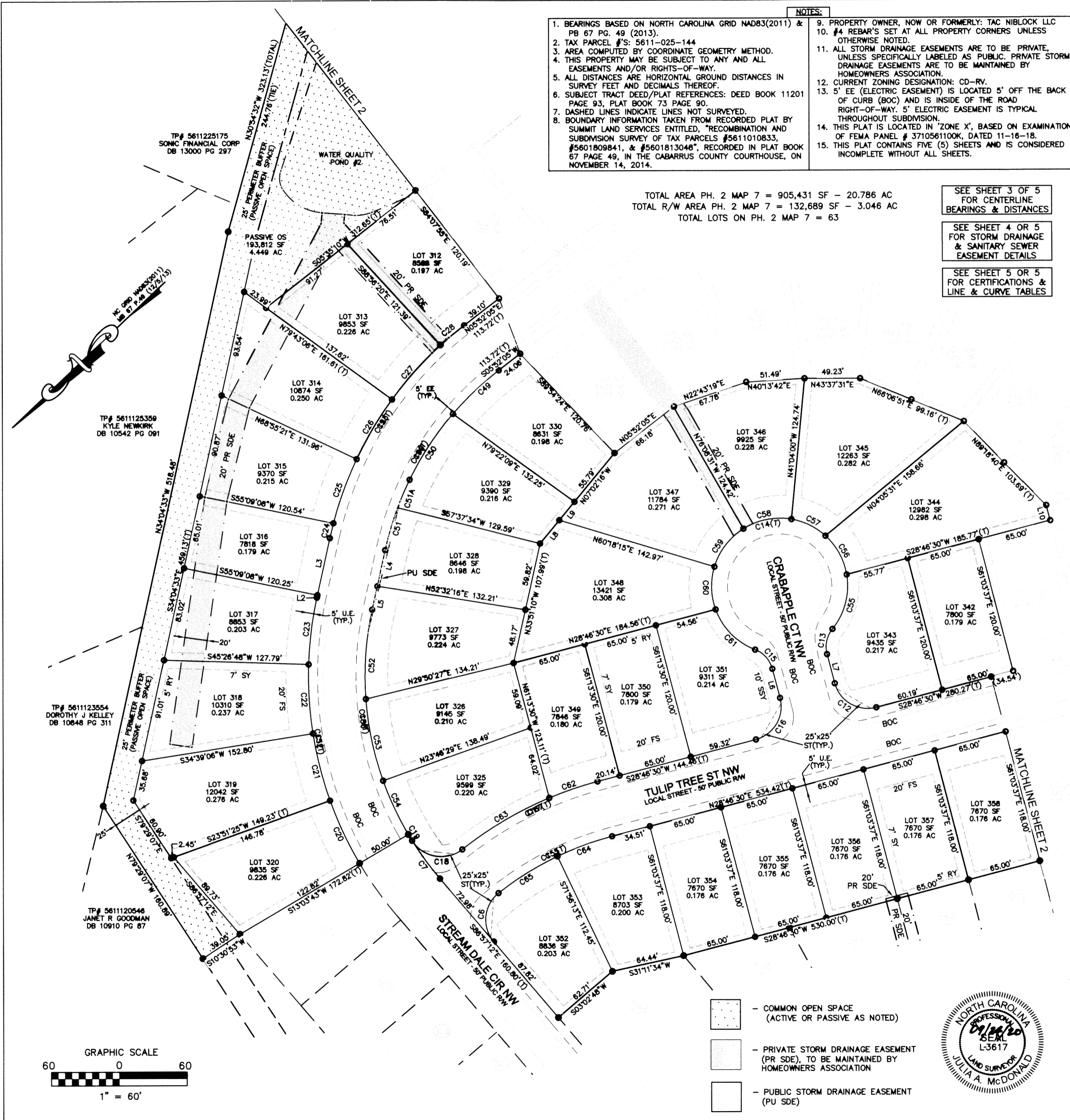
PROJ. DATE: 02-01-20  
 SCALE: 1"=60'  
 DRAWN BY: WCH  
 CHECKED BY: JAM

REVISIONS/DATE:

PROJECT NO:  
**7001-0003**  
 SHEET  
**5 of 5**

# 5000

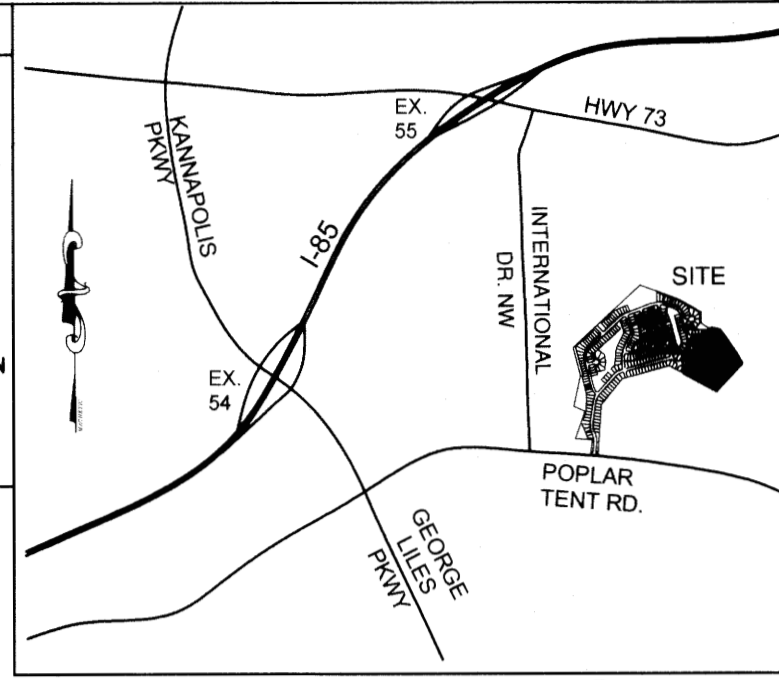
Book to Page 8



- NOTES:**
1. BEARINGS BASED ON NORTH CAROLINA GRID NAD83(2011) & PB 67 PG. 49 (2013).
  2. TAX PARCEL #'S: 5611-025-144
  3. AREA COMPUTED BY COORDINATE GEOMETRY METHOD.
  4. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY.
  5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN SURVEY FEET AND DECIMALS THEREOF.
  6. SUBJECT TRACT DEED/PLAT REFERENCES: DEED BOOK 11201 PAGE 93, PLAT BOOK 73 PAGE 90.
  7. DASHED LINES INDICATE LINES NOT SURVEYED.
  8. BOUNDARY INFORMATION TAKEN FROM RECORDED PLAT BY SUMMIT LAND SERVICES ENTITLED, "RECOMBINATION AND SUBDIVISION SURVEY OF TAX PARCELS #5611010833, #5601809841, & #5601813048", RECORDED IN PLAT BOOK 67 PAGE 49, IN THE CABARRUS COUNTY COURTHOUSE, ON NOVEMBER 14, 2014.
  9. PROPERTY OWNER, NOW OR FORMERLY: TAC NIBLOCK LLC
  10. #4 REBAR'S SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
  11. ALL STORM DRAINAGE EASEMENTS ARE TO BE PRIVATE, UNLESS SPECIFICALLY LABELED AS PUBLIC. PRIVATE STORM DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION.
  12. CURRENT ZONING DESIGNATION: CD-RV.
  13. 5' EE (ELECTRIC EASEMENT) IS LOCATED 5' OFF THE BACK OF CURB (BOC) AND IS INSIDE OF THE ROAD RIGHT-OF-WAY. 5' ELECTRIC EASEMENT IS TYPICAL THROUGHOUT SUBDIVISION.
  14. THIS PLAT IS LOCATED IN "ZONE X", BASED ON EXAMINATION OF FEMA PANEL # 3710561100K, DATED 11-16-18.
  15. THIS PLAT CONTAINS FIVE (5) SHEETS AND IS CONSIDERED INCOMPLETE WITHOUT ALL SHEETS.

TOTAL AREA PH. 2 MAP 7 = 905,431 SF - 20.786 AC  
 TOTAL R/W AREA PH. 2 MAP 7 = 132,689 SF - 3.046 AC  
 TOTAL LOTS ON PH. 2 MAP 7 = 63

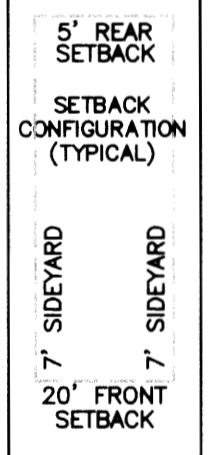
SEE SHEET 3 OF 5 FOR CENTERLINE BEARINGS & DISTANCES  
 SEE SHEET 4 OR 5 FOR STORM DRAINAGE & SANITARY SEWER EASEMENT DETAILS  
 SEE SHEET 5 OR 5 FOR CERTIFICATIONS & LINE & CURVE TABLES



VICINITY MAP - NO SCALE

- LEGEND**
- R/W - RIGHT OF WAY
  - SF - SQUARE FEET
  - - #4 REBAR SET
  - - EXISTING REBAR
  - △ - CALCULATED POINT (NOT SET)
  - - - STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED
  - PR SDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION
  - PU SDE - PUBLIC STORM DRAINAGE EASEMENT
  - (T) - TOTAL DISTANCE
  - PB PG - PLAT BOOK PAGE NUMBER
  - DB PG - DEED BOOK PAGE NUMBER
  - N/F - NOW OR FORMERLY
  - PID - PARCEL IDENTIFICATION
  - EE - ELECTRIC EASEMENT
  - BOC - BACK OF CURB
  - U.E. - UTILITY EASEMENT
  - VS - VEGETATED SETBACK
  - UB - UNDISTURBED BUFFER
  - SSE - SANITARY SEWER EASEMENT
  - CL - CENTERLINE
  - FS - FRONT SETBACK
  - RY - REAR YARD SETBACK
  - SY - SIDE YARD SETBACK
  - SSY - STREET SIDE YARD SETBACK

SETBACKS	
FRONT	- 20'
SIDE	- 7'
STREET SIDE	- 10'
REAR	- 5'



FILED Oct 21, 2020 01:30 pm FILED  
 BOOK 00086 CABARRUS COUNTY NC  
 PAGE 0008 THRU 0008 WAYNE NIXON REGISTER OF DEEDS  
 INSTRUMENT # 36696  
 EXCISE TAX \$0.00

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

**CERTIFICATE OF SURVEY AND ACCURACY:**  
 I, JULIA A. McDONALD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 11201 PAGE 93); THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES TAKEN FROM REFERENCED PLATS ABOVE; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 22 DAY OF SEP, 2020.



Julia A. McDonald, PLS  
 L-3617

PREPARED BY:  
**TIDEMARK**  
 LAND SERVICES  
 3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
 FAX: 803.431.7595  
 WWW.TIDEMARKLAND.COM  
 NC FIRM C-4291

OWNER:  
**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

PROJECT:  
**HUNTON FOREST SUBDIVISION**  
**PHASE 2, MAP 7, FINAL PLAT**  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

PROJ. DATE: 02-17-20  
 SCALE: 1"=60'  
 DRAWN BY: WCH  
 CHECKED BY: JAM

REVISIONS/DATE:

PROJECT NO:  
**7001-0003**  
 SHEET  
**1 of 5**

PREPARED BY:



3556A CENTRE CIRCLE DRIVE  
FORT MILL, SC 29715  
OFFICE: 844.865.5263  
FAX: 803.431.7595  
WWW.TIDEMARKLAND.COM  
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**TAC NIBLOCK, LLC**  
c/o THE ARDENT COMPANIES  
2100 POWERS FERRY RD. SE, SUITE 35  
ATLANTA, GA 30339

**HUNTON FOREST SUBDIVISION**  
PHASE 2, MAP 7, FINAL PLAT  
TOWNSHIP 2, CITY OF CONCORD,  
CABARRUS COUNTY, NC

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DRAWN BY: WCH  
CHECKED BY: JAM

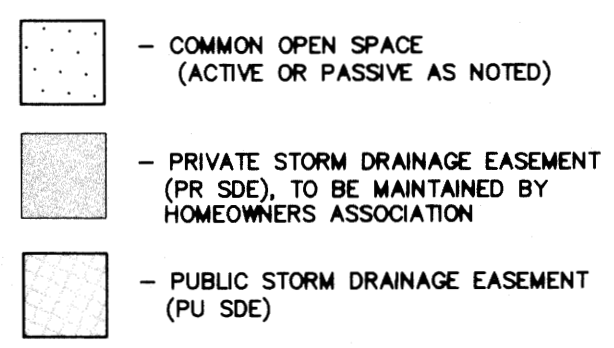
PROJECT NO:  
**7001-0003**

SHEET  
**2 of 5**

FILED  
BOOK 00086  
PAGE 0009 THRU 0009  
INSTRUMENT # 36697  
EXCISE TAX \$0.00

FILED  
OCT 21, 2020 01:30 pm  
COUNTY NC  
WAYNE NIXON  
REGISTER  
OF DEEDS

SEE SHEET 1 OF 5 FOR NOTES & AREA TOTALS  
SEE SHEET 3 OF 5 FOR CENTERLINE BEARINGS & DISTANCES  
SEE SHEET 4 OR 5 FOR STORM DRAINAGE & SANITARY SEWER EASEMENT DETAILS  
SEE SHEET 5 OR 5 FOR CERTIFICATIONS & LINE & CURVE TABLES



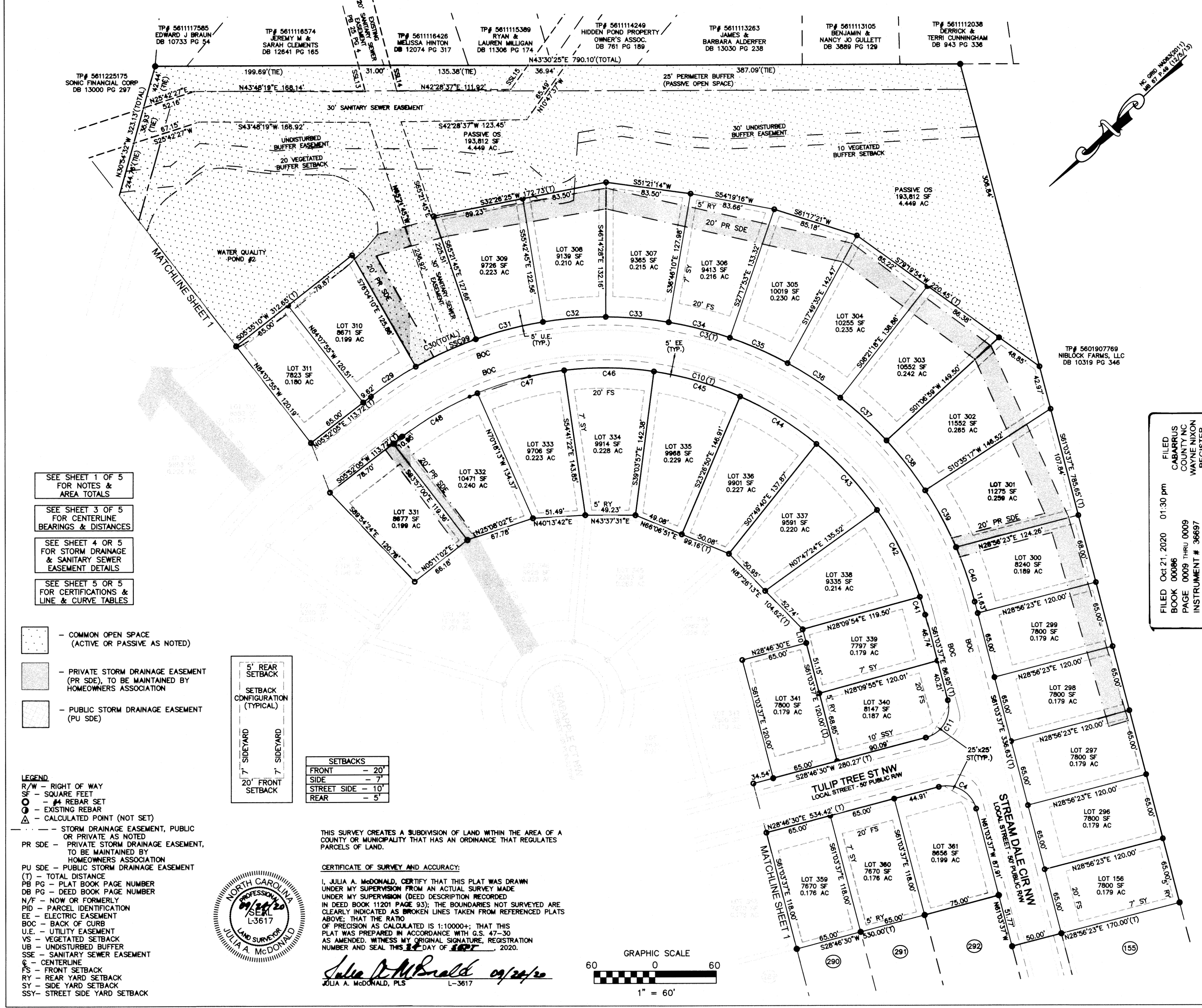
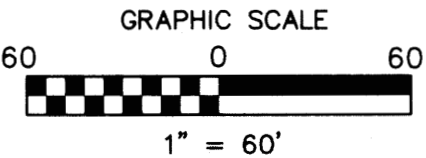
**LEGEND**  
R/W - RIGHT OF WAY  
SF - SQUARE FEET  
# - REBAR SET  
O - EXISTING REBAR  
Δ - CALCULATED POINT (NOT SET)  
--- STORM DRAINAGE EASEMENT, PUBLIC OR PRIVATE AS NOTED  
PR SDE - PRIVATE STORM DRAINAGE EASEMENT, TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION  
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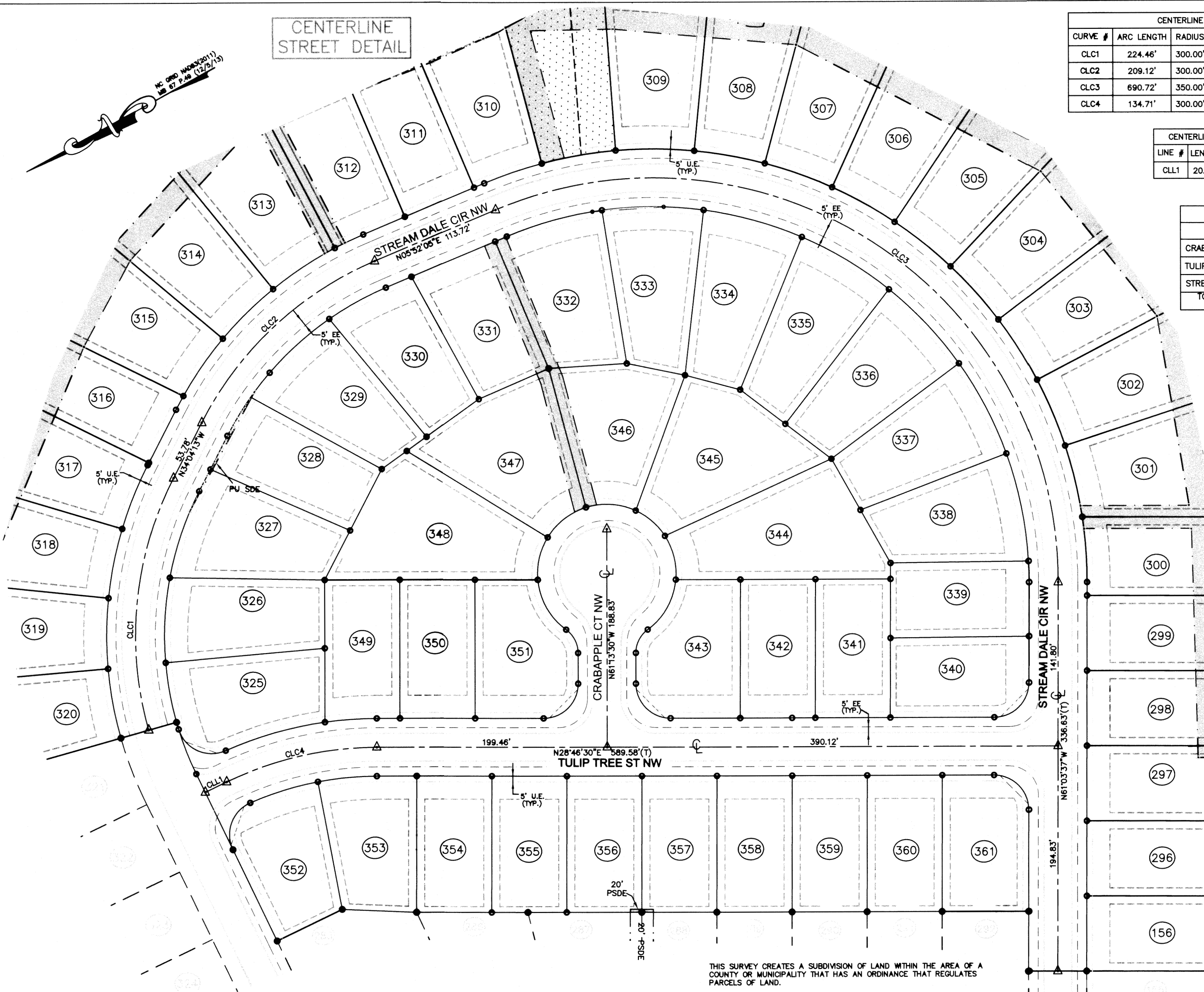


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*Julia A. McDonald* 09/24/20  
JULIA A. McDONALD, PLS L-3617





CENTERLINE CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
CLC1	224.46'	300.00'	N55°30'15"W	219.26'
CLC2	209.12'	300.00'	N14°06'04"W	204.91'
CLC3	690.72'	350.00'	N62°24'14"E	583.96'
CLC4	134.71'	300.00'	N15°54'39"E	133.59'

CENTERLINE LINE TABLE		
LINE #	LENGTH	DIRECTION
CLL1	20.59'	N03°02'48"E

CENTERLINE STREET LENGTHS	
STREET NAME	LENGTH
CRABAPPLE COURT NW	189 LF
TULIP TREE STREET NW	745 LF
STREAM DALE CIRCLE NW	1628 LF
TOTAL PH. 2 MAP 7 STREET LENGTH	2562 LF

SEE SHEET 4 OR 5 FOR STORM DRAINAGE & SANITARY SEWER EASEMENT DETAILS

SEE SHEET 5 OR 5 FOR CERTIFICATIONS & LINE & CURVE TABLES

PREPARED BY:  
**TIDEMARK**  
 LAND SERVICES  
 3556A CENTRE CIRCLE DRIVE  
 FORT MILL, SC 29715  
 OFFICE: 844.865.5263  
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 NC FIRM C-4291

OWNER:  
**TAC NIBLOCK, LLC**  
 c/o THE ARDENT COMPANIES  
 2100 POWERS FERRY RD. SE, SUITE 35  
 ATLANTA, GA 30339

PROJECT:  
**HUNTON FOREST SUBDIVISION**  
**PHASE 2, MAP 7, FINAL PLAT**  
 TOWNSHIP 2, CITY OF CONCORD,  
 CABARRUS COUNTY, NC

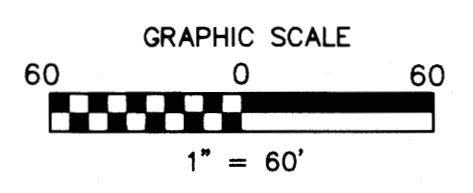
FILED Oct 21, 2020 01:30 pm  
 BOOK 00086  
 PAGE 0010 THRU 0010  
 INSTRUMENT # 36696  
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 WAYNE NIXON REGISTER OF DEEDS

PROJ. DATE : 02-01-20  
 SCALE : 1"=60'  
 DRAWN BY : WCH  
 CHECKED BY : JAM  
 REVISIONS/DATE:

PROJECT NO :  
**7001-0003**  
 SHEET  
**3 of 5**

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

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*Julia A. McDonald* 09/24/20  
 JULIA A. McDONALD, PLS L-3617



# 26699

Book 56 Page 11

STORM DRAINAGE & SANITARY SEWER EASEMENT DETAILS

SEE SHEET 5 OR 5 FOR CERTIFICATIONS & LINE & CURVE TABLES



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Julia A. McDonald 09/24/20  
JULIA A. McDONALD, PLS L-3617

PREPARED BY:



3556A CENTRE CIRCLE DRIVE  
FORT MILL, SC 29715  
OFFICE: 844.865.5263  
FAX: 803.431.7595  
WWW.TIDEMARKLAND.COM  
NC FIRM C-4291

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BOOK 00086  
PAGE 0011 THRU 0011  
INSTRUMENT # 366899  
EXCISE TAX \$0.00  
REGISTER OF DEEDS

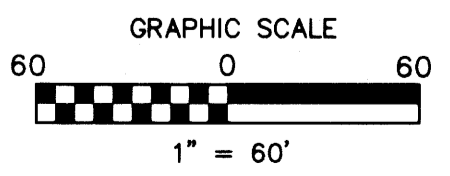
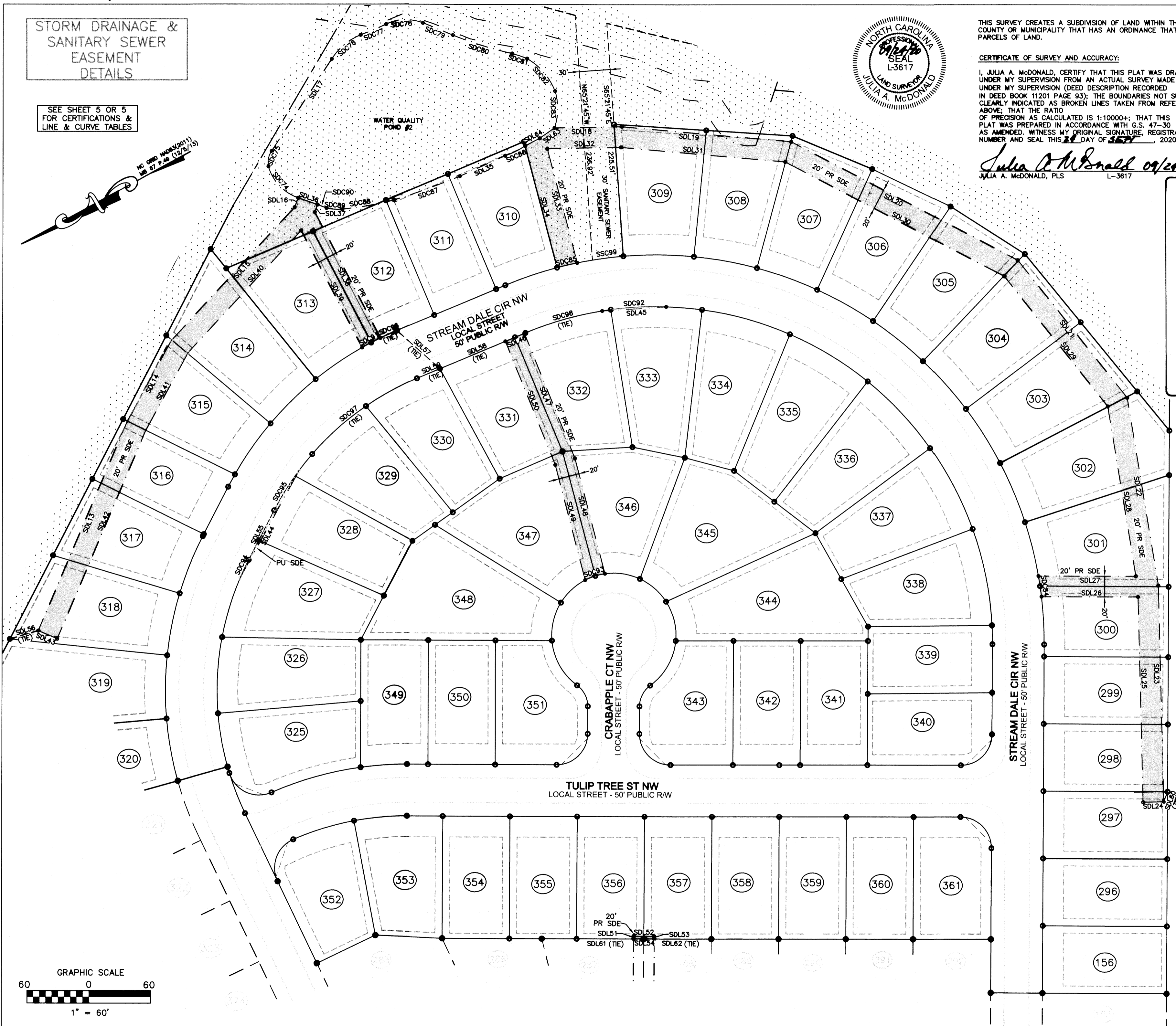
OWNER:  
**TAC NIBLOCK, LLC**  
c/o THE ARDENT COMPANIES  
2100 POWERS FERRY RD. SE, SUITE 35  
ATLANTA, GA 30339

PROJECT:  
**HUNTON FOREST SUBDIVISION**  
PHASE 2, MAP 7, FINAL PLAT  
TOWNSHIP 2, CITY OF CONCORD,  
CABARRUS COUNTY, NC

PROJ. DATE: 02-01-20  
SCALE: 1"=60'  
DRAWN BY: WCH  
CHECKED BY: JAM  
REVISIONS/DATE:

PROJECT NO:  
**7001-0003**

SHEET  
**4 of 5**



CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS CITY OF CONCORD

Hunton Forest
NAME OF SUBDIVISION
Stream Dale Cir, Crabapple Ct, Tulip Tree St
NAME OF STREETS IN SUBDIVISION
TAC Niblock, LLC
SUBDIVIDER

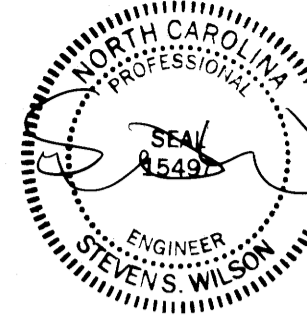
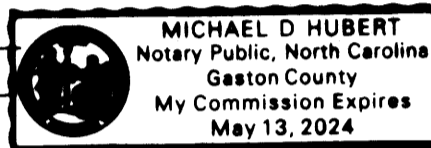
I HEREBY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON 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: [Signature] 15497 9/16/20
REGISTERED PROFESSIONAL ENGINEER, REGISTRATION NO., DATE

NORTH CAROLINA CABARRUS COUNTY, I, [Signature], A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT [Signature] PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 24 DAY OF OCTOBER 2020.

MY COMMISSION EXPIRES: 5/13/24
[Signature]
NOTARY PUBLIC



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 HUNTON FOREST, PHASE 2, MAP 7 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION / ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 9/3/20 2020.

[Signature] 9/3/20
DEVELOPMENT SERVICES DIRECTOR DATE

PLAT REVIEW OFFICER CERTIFICATE:

STATE OF NORTH CAROLINA COUNTY OF CABARRUS

I, Greg Bell, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
[Signature] 10/21/2020
REVIEW OFFICER 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 May 14 2020.

[Signature] 9-28-2020
CITY CLERK DATE

CERTIFICATE OF FEE PAYMENT:

I HEREBY CERTIFY THAT ALL FEES FOR THE HUNTON FOREST PHASE 2 MAP 7, SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

FINANCE DIRECTOR DATE

CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER 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.

[Signature] 10/20/2020 M. Swisher
DATE DIRECTOR OF ENGINEERING

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.

BY: [Signature] 9/24/20
OWNER DATE

NORTH CAROLINA CABARRUS COUNTY, I, Jessica K. Samuel, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT [Signature] PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 24 DAY OF OCTOBER 2020.

[Signature] 10/20/2020 M. Swisher
DATE DIRECTOR OF ENGINEERING



FILED Oct 21, 2020 01:30 PM
BOOK 00086
PAGE 0012 THRU 0012
INSTRUMENT # 36700
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PREPARED BY:
TIDEMARK LAND SERVICES
3556A CENTRE CIRCLE DRIVE
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NC FIRM C-4291

TAC NIBLOCK, LLC
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2100 POWERS FERRY RD., SE, SUITE 35
ATLANTA, GA 30339

Table with 5 columns: CURVE, ARC LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH. Contains curves C1 through C33.

Table with 5 columns: CURVE, ARC LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH. Contains curves C34 through C65.

Table with 3 columns: LINE, DIRECTION, LENGTH. Contains lines L1 through L10.

Table with 3 columns: LINE, DIRECTION, LENGTH. Contains lines SSL13 through SSL15.

Table with 3 columns: SDE LINE TABLE, LINE, DIRECTION, LENGTH. Contains lines SDL13 through SDL38.

Table with 5 columns: CURVE, ARC LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH. Contains curve SSC09.

Table with 3 columns: SDE LINE TABLE, LINE, DIRECTION, LENGTH. Contains lines SDL39 through SDL64.

Table with 5 columns: CURVE, ARC LENGTH, RADIUS, CHORD BEARING, CHORD LENGTH. Contains curves SDC74 through SDC98.

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[Signature] 09/24/20
JULIA A. McDONALD, PLS L-3617

OWNER:
PROJECT:
HUNTON FOREST SUBDIVISION
PHASE 2, MAP 7, FINAL PLAT
TOWNSHIP 2, CITY OF CONCORD,
CABARRUS COUNTY, NC

PROJ. DATE: 02-10-20
SCALE:
DRAWN BY: WCH
CHECKED BY: JAM

REVISIONS/DATE:
PROJECT NO: 7001-0003

SHEET
5 of 5



**MEMORADUM**

DATE: Friday, June 10, 2022  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Roberta Ridge Subdivision  
 PROJECT NUMBER: 2016-044  
 DEVELOPER: D.R. Horton, Inc.  
 COUNCIL ACCEPTANCE DATE: Thursday, July 14, 2022  
 ONE-YEAR WARRANTY DATE: Thursday, July 13, 2023

Street	Length in LF	ROW in FT	Plat
Hawksbill Street SW	123.00	50.00	PH 1 MP 1
Sugar Court SW	570.00	50.00	PH 1 MP 1
Apple Orchard Drive SW	297.00	Variable	PH 1 MP 1
Sugar Court SW	379.00	50.00	PH 1 MP 2
Roan Street SW	196.00	50.00	PH 1 MP 2
Hawksbill Street SW	683.00	50.00	PH 1 MP 3
Melon Colony Avenue SW	984.00	50.00	PH 1 MP 3
Kent Downs Avenue SW	779.00	50.00	PH 1 MP 3
Roan Street SW	333.00	50.00	PH 1 MP 3
Pixie Court SW	332.00	50.00	PH 1 MP 3
Shining Rock Street SW	88.00	50.00	PH 1 MP 3
Melon Colony Avenue SW	650.00	50.00	PH 1 MP 4
Roan Street SW	224.00	50.00	PH 1 MP 4
Shining Rock Street SW	599.00	50.00	PH 1 MP 5
Kent Downs Avenue SW	735.00	50.00	PH 1 MP 5
Kent Downs Avenue SW	630.00	50.00	PH 1 MP 6
Hawksbill Street SW	740.00	50.00	PH 1 MP 6
<b>Total</b>	<b>8342.00</b>		



BK 78 Pg 17

NOTES

THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY NOT OBSERVED. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. #5 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED. AREA COMPUTED BY COORDINATE METHOD. TOTAL ACREAGE ENCOMPASSED BY THIS MAP IS 8.562 ACRES. TOTAL NUMBER OF LOTS INCLUDED ON THIS MAP IS 13. UNADJUSTED RATIO OF PRECISION IS 1:45,594. SUBJECT TRACT TAX ID: 5519-83-0401. SUBJECT TRACT DEED/PLAT REFERENCE: DB 12270 PG 66, PB 72 PGS 24-26. THIS PROPERTY IS ZONED RC-CD. PROPERTY IS GRAPHICALLY LOCATED WITHIN THE X ZONE (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS PER F.I.R.M. COMMUNITY PANEL #3710551900J, DATED NOVEMBER 5, 2008. CITY WATER AND SEWER SERVICE IS AVAILABLE TO ALL LOTS SHOWN HEREON. A 30' RADIUS IS DEDICATED AT ALL INTERSECTIONS. A 25' RADIUS IS DEDICATED AT THE INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE. COMMON OPEN SPACE SHOWN HEREON IS ACTIVE.

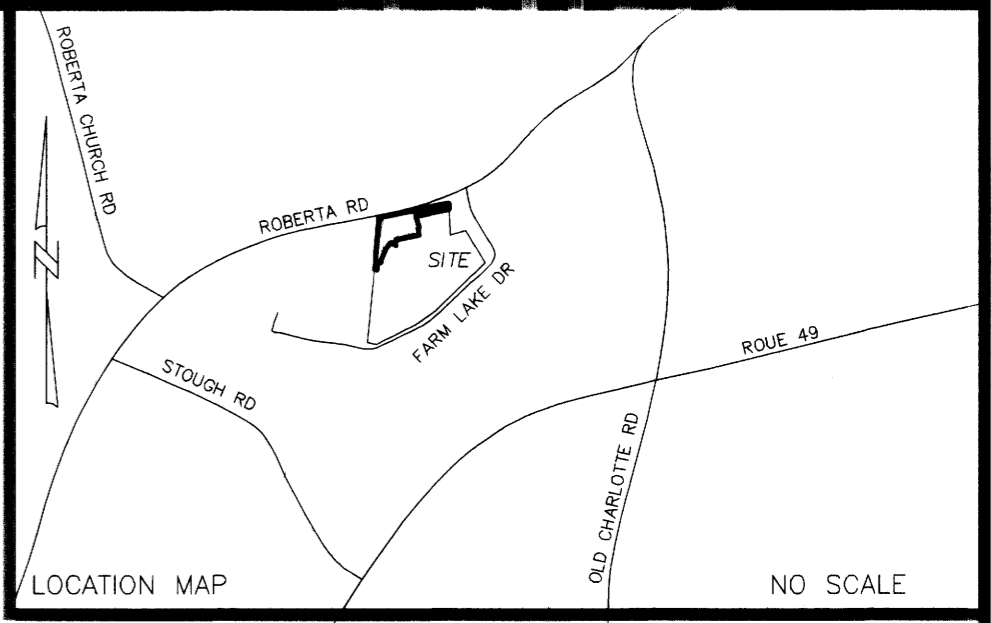
LEGEND

- DB = DEED BOOK
PB = PLAT BOOK
NGS = NATIONAL GEODETIC SURVEY
PG = PAGE
R/W = RIGHT-OF-WAY
SSE = SANITARY SEWER EASEMENT
(T) = TOTAL
STE = SIGHT TRIANGLE EASEMENT
SDE = STORM DRAINAGE EASEMENT (PRIVATE)
PSDE = PUBLIC STORM DRAINAGE EASEMENT
SY = SIDE YARD
RY = REAR YARD
MBS = MINIMUM BUILDING SETBACK
COS = COMMON OPEN SPACE
UE = UTILITY EASEMENT
SWE = SIDE WALK EASEMENT
CP = COMPUTED POINT
BMP = BEST MANAGEMENT PRACTICE
NAD 83 = NORTH AMERICAN DATUM 83
CGF = COMBINED GRID FACTOR
C = CENTERLINE
O = #5 REBAR SET (UNLESS OTHERWISE NOTED)
[Symbol] = PUBLIC STORM DRAINAGE EASEMENT/ STORM DRAINAGE EASEMENT (PRIVATE)
[Symbol] = SANITARY SEWER EASEMENT
[Symbol] = DEDICATED RIGHT OF WAY
[Symbol] = BMP STORM DRAINAGE EASEMENT (PUBLIC)
[Symbol] = BOUNDARY/LOT LINE
[Symbol] = ADJOINER
[Symbol] = EASEMENT LINE
[Symbol] = RIGHT OF WAY
[Symbol] = CENTERLINE

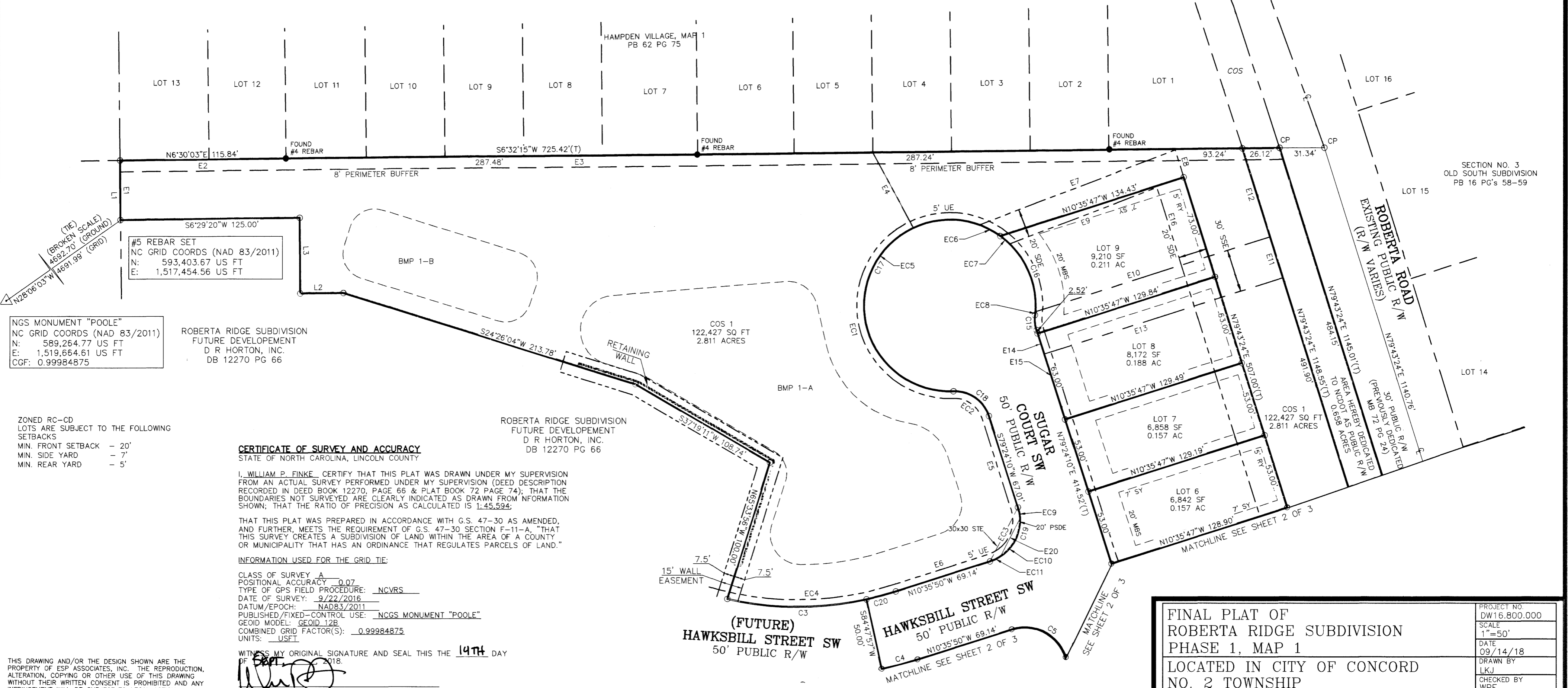
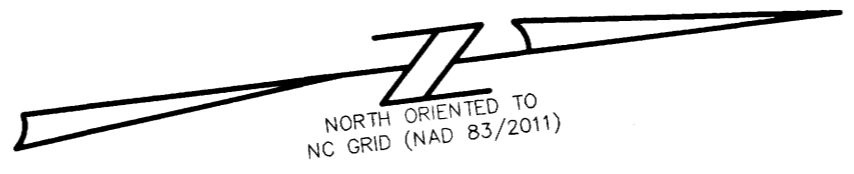
REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA, COUNTY OF CABARRUS. I, Greg Bell, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. Greg Bell (POA) REVIEW OFFICER, 09/19/2018 DATE.

FILED Sep 19, 2018 03:11 pm FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS. BOOK 00078 PAGE 0017 THRU 0017 INSTRUMENT # 23463 EXCISE TAX \$0.00



THE PURPOSE OF THIS PLAT IS TO RECORD 13 LOTS, 4 COMMON OPEN SPACES, STORM & SANITARY EASEMENTS, AND PUBLIC RIGHT OF WAY.



NGS MONUMENT "POOLE" NC GRID COORDS (NAD 83/2011) N: 589,264.77 US FT E: 1,519,664.61 US FT CGF: 0.99984875

ROBERTA RIDGE SUBDIVISION FUTURE DEVELOPMENT D R HORTON, INC. DB 12270 PG 66

ROBERTA RIDGE SUBDIVISION FUTURE DEVELOPMENT D R HORTON, INC. DB 12270 PG 66

ZONED RC-CD LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS: MIN. FRONT SETBACK - 20', MIN. SIDE YARD - 7', MIN. REAR YARD - 5'

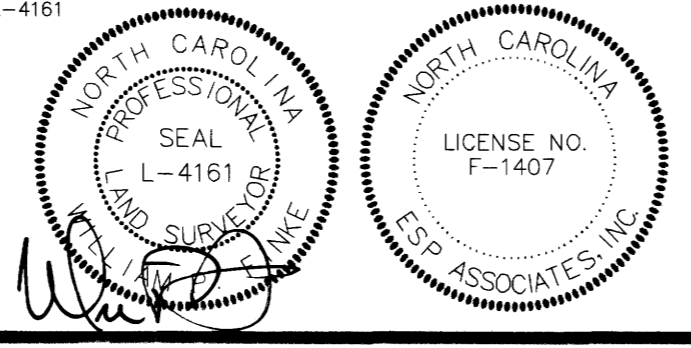
CERTIFICATE OF SURVEY AND ACCURACY

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594.

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

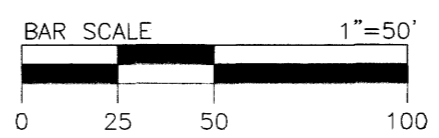
INFORMATION USED FOR THE GRID TIE: CLASS OF SURVEY: A POSITIONAL ACCURACY: 0.07 TYPE OF GPS FIELD PROCEDURE: NCVRS DATE OF SURVEY: 9/22/2016 DATUM/EPOCH: NAD83/2011 PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE" GEOID MODEL: GE01D12B COMBINED GRID FACTOR(S): 0.99984875 UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 19TH DAY OF SEPTEMBER, 2018. WILLIAM P. FINKE, NPLS L-4161



ESP Associates, Inc. 20484 Chartwell Center Drive Suite D Cornelius, NC 28031 704-990-9428 www.espassociates.com

FINAL PLAT OF ROBERTA RIDGE SUBDIVISION PHASE 1, MAP 1 LOCATED IN CITY OF CONCORD NO. 2 TOWNSHIP CABARRUS COUNTY, NORTH CAROLINA CLIENT/OWNER: D.R. HORTON, INC. 8001 ARROW RIDGE BLVD. CHARLOTTE, NC 28273 PHONE: 704-345-1034 PROJECT NO: DW16.800.000 SCALE: 1"=50' DATE: 09/14/18 DRAWN BY: LJKI CHECKED BY: WPF DATE OF SURVEY: SEPTEMBER 2018 DRAWING NO: DW16.800 ROBERTA RIDGE PH1 PLAT.DWG SHEET 1 OF 3

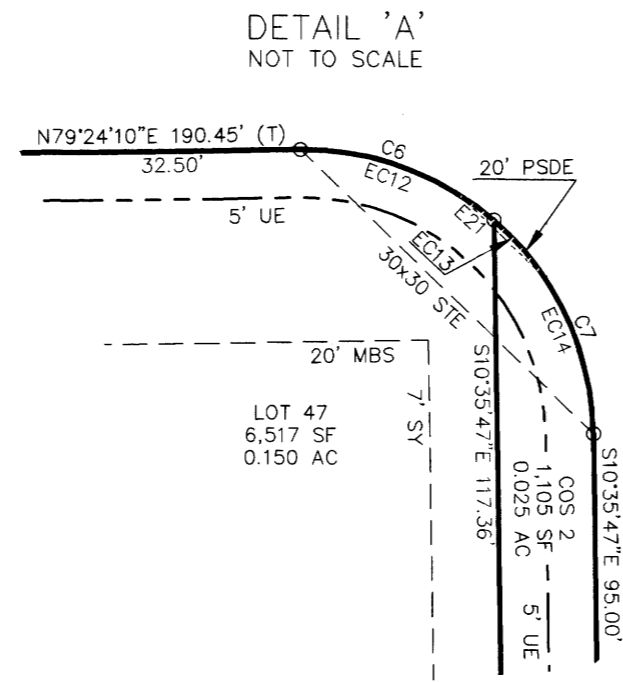


BK 78 Pg 18

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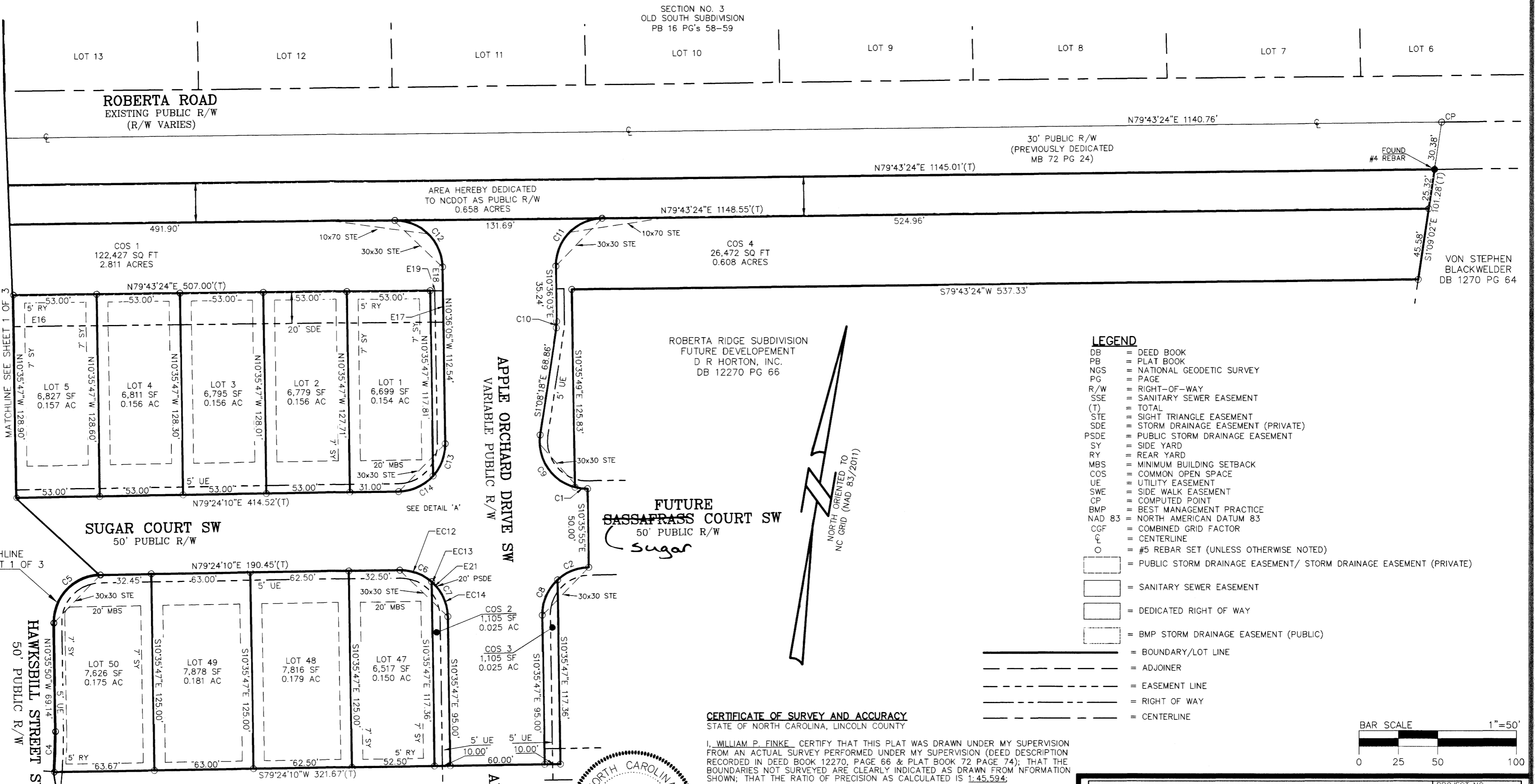
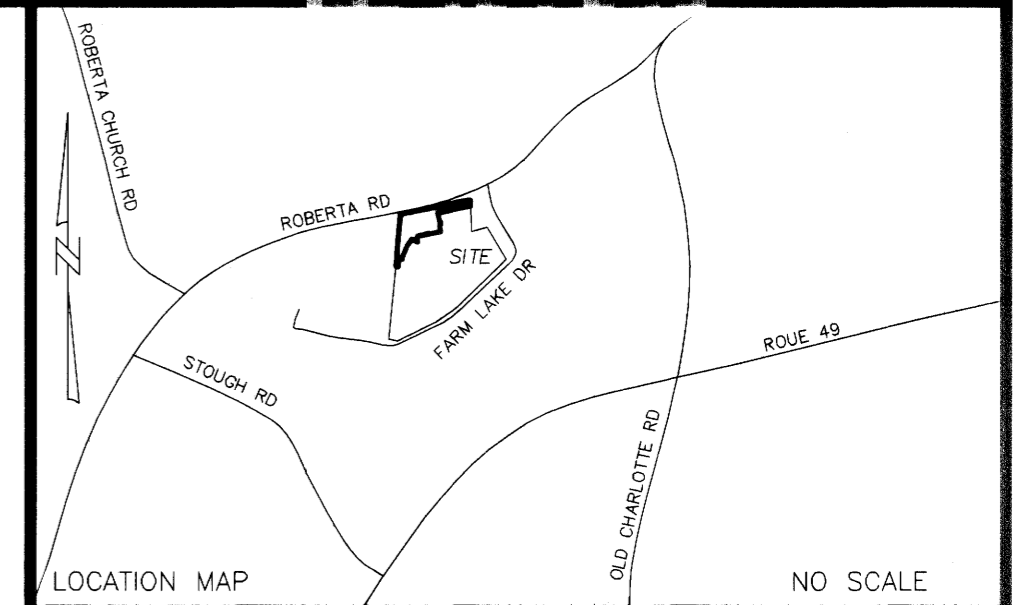
ESP ASSOCIATES, INC.

ZONED RC-CD  
LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS  
MIN. FRONT SETBACK - 20'  
MIN. SIDE YARD - 7'  
MIN. REAR YARD - 5'



REVIEW OFFICER CERTIFICATION

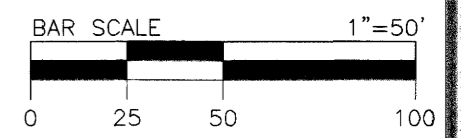
STATE OF NORTH CAROLINA,  
COUNTY OF CABARRUS  
*Greg Bell*  
REVIEW OFFICER OF CABARRUS COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
*G. Bell (PDA)* 09/19/2018  
REVIEW OFFICER DATE



FILED Sep 19, 2018 03:11 pm  
BOOK 00078  
PAGE 0018 THRU 0018  
INSTRUMENT # 23464  
WAYNE NIXON REGISTER OF DEEDS  
EXCISE TAX \$0.00

LEGEND

- DB = DEED BOOK
- PB = PLAT BOOK
- NGS = NATIONAL GEODETIC SURVEY
- PG = PAGE
- R/W = RIGHT-OF-WAY
- SSE = SANITARY SEWER EASEMENT
- (T) = TOTAL
- STE = SIGHT TRIANGLE EASEMENT
- SDE = STORM DRAINAGE EASEMENT (PRIVATE)
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- MBS = MINIMUM BUILDING SETBACK
- COS = COMMON OPEN SPACE
- UE = UTILITY EASEMENT
- SWE = SIDE WALK EASEMENT
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- [Symbol] = PUBLIC STORM DRAINAGE EASEMENT / STORM DRAINAGE EASEMENT (PRIVATE)
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- [Symbol] = BOUNDARY/LOT LINE
- [Symbol] = ADJOINER
- [Symbol] = EASEMENT LINE
- [Symbol] = RIGHT OF WAY
- [Symbol] = CENTERLINE



CERTIFICATE OF SURVEY AND ACCURACY

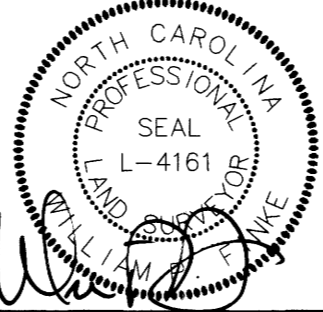
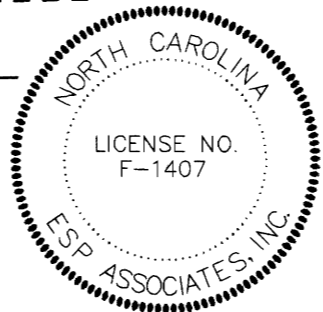
STATE OF NORTH CAROLINA, LINCOLN COUNTY  
I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72, PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE:

CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.07  
TYPE OF GPS FIELD PROCEDURE: NCVRS  
DATE OF SURVEY: 9/22/2016  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
GEOID MODEL: GEOID 12B  
COMBINED GRID FACTOR(S): 0.99984875  
UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 19th DAY OF SEPTEMBER 2018.  
*William P. Finke*  
WILLIAM P. FINKE, NCELS L-4161



ESP Associates, Inc.  
20484 Chartwell Center Drive  
Suite D  
Cornelius, NC 28031  
704-990-9428  
www.espassociates.com

FINAL PLAT OF ROBERTA RIDGE SUBDIVISION PHASE 1, MAP 1 LOCATED IN CITY OF CONCORD NO. 2 TOWNSHIP CABARRUS COUNTY, NORTH CAROLINA		PROJECT NO DW16.800.000 SCALE 1"=50' DATE 09/14/18 DRAWN BY LKJ CHECKED BY WPF DATE OF SURVEY SEPTEMBER 2018
CLIENT/OWNER: <b>D.R. HORTON, INC.</b> 8001 ARROW RIDGE BLVD. CHARLOTTE, NC 28273 PHONE: 704-345-1034		DRAWING NO. DW16.800 ROBERTA RIDGE PH1 PLAT.DWG SHEET 2 OF 3

THIS DRAWING AND/OR THE DESIGN SHOWN ARE THE PROPERTY OF ESP ASSOCIATES, INC. THE REPRODUCTION, ALTERATION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

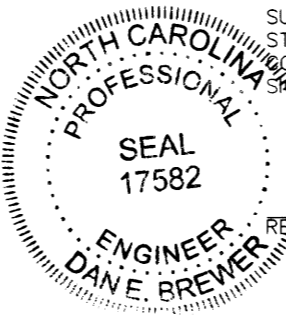
ESP ASSOCIATES, INC.

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS

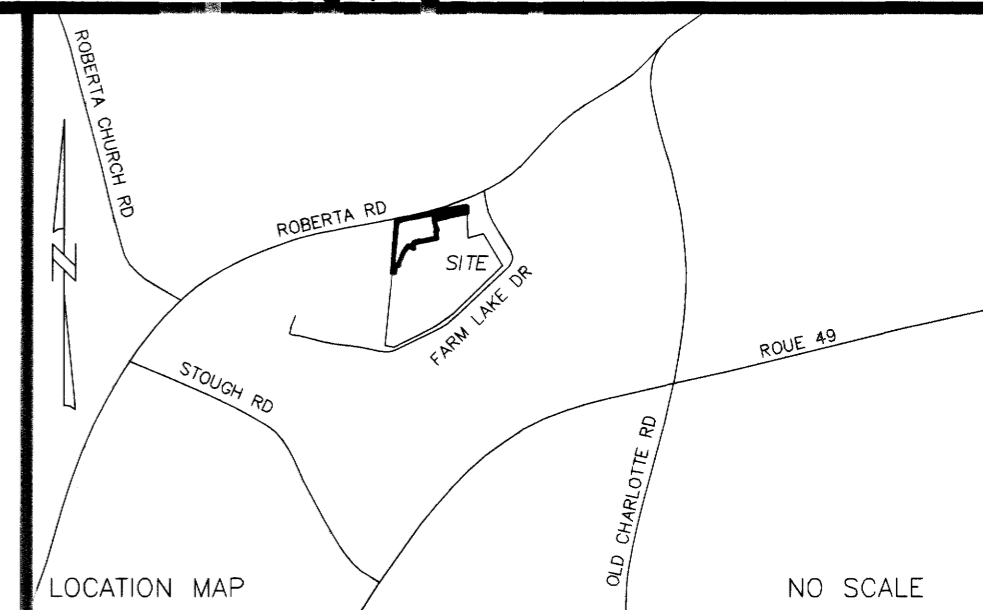
CITY OF CONCORD, ROBERTA RIDGE (SUBDIVISION), APPLE ORCHARD DRIVE SW, SUGAR COURT SW, HAWKSBILL STREET SW (STREETS), D.R. HORTON, INC. (SUBDIVIDER).

I HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR AUTHORIZED REPRESENTATIVE AND WILL CONFORM 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.



Dane E. Brewer, Registered Professional Engineer, Registration No. 17582, Date 9/14/18.



REVIEW OFFICER CERTIFICATION

Greg Belk, Review Officer of Cabarrus County, certifies the map or plat meets all statutory requirements for recording.

Signature of Greg Belk, Date 09/12/2018.

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 ROBERTA RIDGE PHASE 1 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON:

September 13, 2018. Signature of K. Hobbs, Development Services Director.

CERTIFICATE OF FEE PAYMENT

I HEREBY CERTIFY THAT ALL FEES FOR THE ROBERTA RIDGE PHASE 1 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

Date 9/19/18, Signature of Paradise, Finance Director.

CERTIFICATE OF SURVEY AND ACCURACY

WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72, PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:43,594;

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE:

CLASS OF SURVEY: A, POSITIONAL ACCURACY: 0.07, TYPE OF GPS FIELD PROCEDURE: NCVRS, DATE OF SURVEY: 9/22/2016, DATUM/EPOCH: NAD83/2011, PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE", GEOID MODEL: GEOID 12B, COMBINED GRID FACTOR(S): 0.99984875, UNITS: USFT.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 14TH DAY OF SEPTEMBER, 2018.

Signature of William P. Finke, License No. L-4161.

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.

Signature of D.R. Horton, Inc., Date 9/17/18.

NOTARY CERTIFICATION

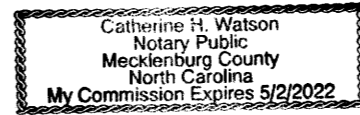
CABARRUS COUNTY, NORTH CAROLINA

I, Catherine H. Watson, a Notary Public for said County

AND STATE, DO HEREBY CERTIFY THAT Kristin Bickman PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE

17 DAY OF September 2018.

Signature of Catherine H. Watson, Notary Public.



May 2, 2022, My Commission Expires.

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 12, 2018, 9-19-18, Date 9-19-18, Signature of Kim J. Deason, City Clerk.

Curve Table with columns: Curve #, Radius, Length, Bearing, Chord. Contains data for curves C1 through C20.

Parcel Line Table with columns: Line #, Direction, Length. Contains data for lines L1, L2, and L3.

Easement Line Table with columns: Line #, Direction, Length. Contains data for easement lines E1 through E21.

Easement Curve Table with columns: Curve #, Radius, Length, Bearing, Chord. Contains data for easement curves EC1 through EC14.

Summary table with columns: DESCRIPTION, LOT AREA, #OF LOTS, COMMON AREA, STREET DEDICATION, STREET LF, RD DEDICATION, TOTAL AC. Includes rows for lots and total area.



ESP Associates, Inc. 20484 Chartwell Center Drive Suite D, Cornelius, NC 28031, 704-990-9428, www.espassociates.com

ZONED RC-CD, LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS: MIN. FRONT SETBACK - 20', MIN. SIDE YARD - 7', MIN. REAR YARD - 5'

FILED Sep 19, 2018 03:11 pm, CABARRUS COUNTY NC, INSTRUMENT # 23465, EXCISE TAX \$0.00, WAYNE NIXON REGISTER OF DEEDS

FINAL PLAT OF ROBERTA RIDGE SUBDIVISION PHASE 1, MAP 1. LOCATED IN CITY OF CONCORD NO. 2 TOWNSHIP CABARRUS COUNTY, NORTH CAROLINA. CLIENT/OWNER: D.R. HORTON, INC. 8001 ARROW RIDGE BLVD. CHARLOTTE, NC 28273. PHONE: 704-345-1034. SHEET 3 OF 3.

BK78 Pg 58

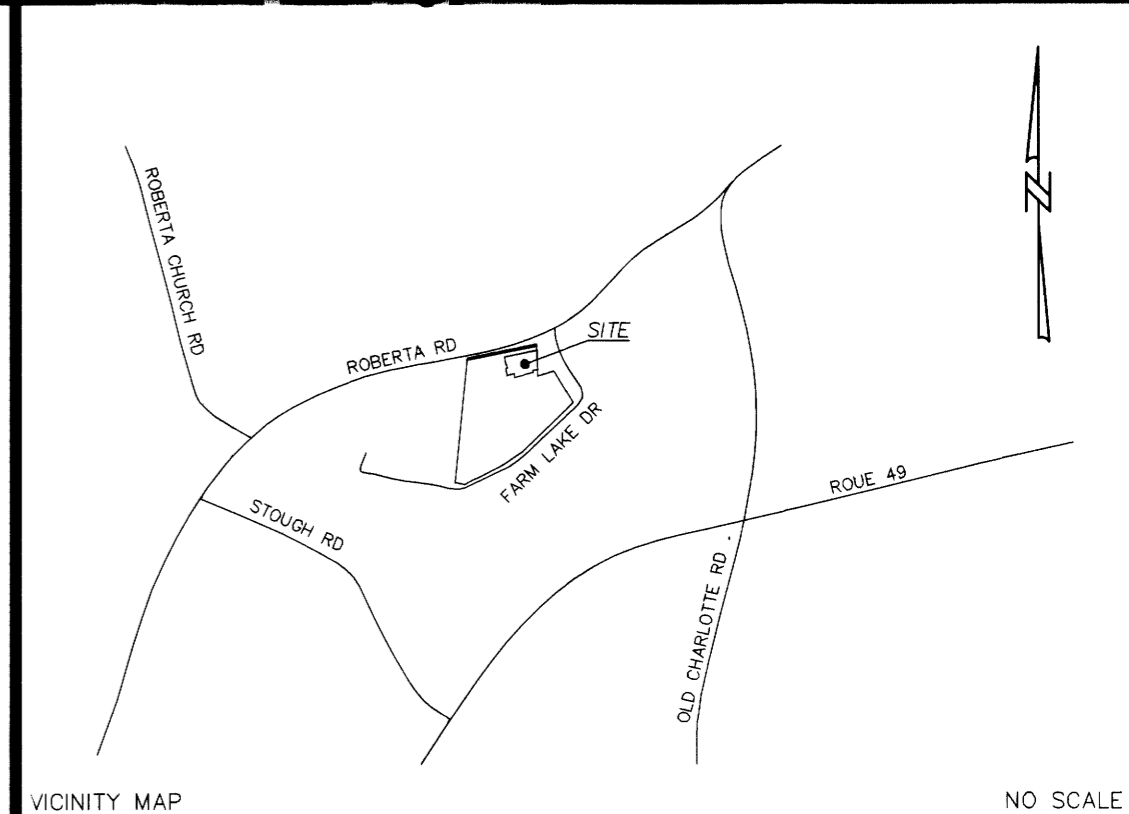
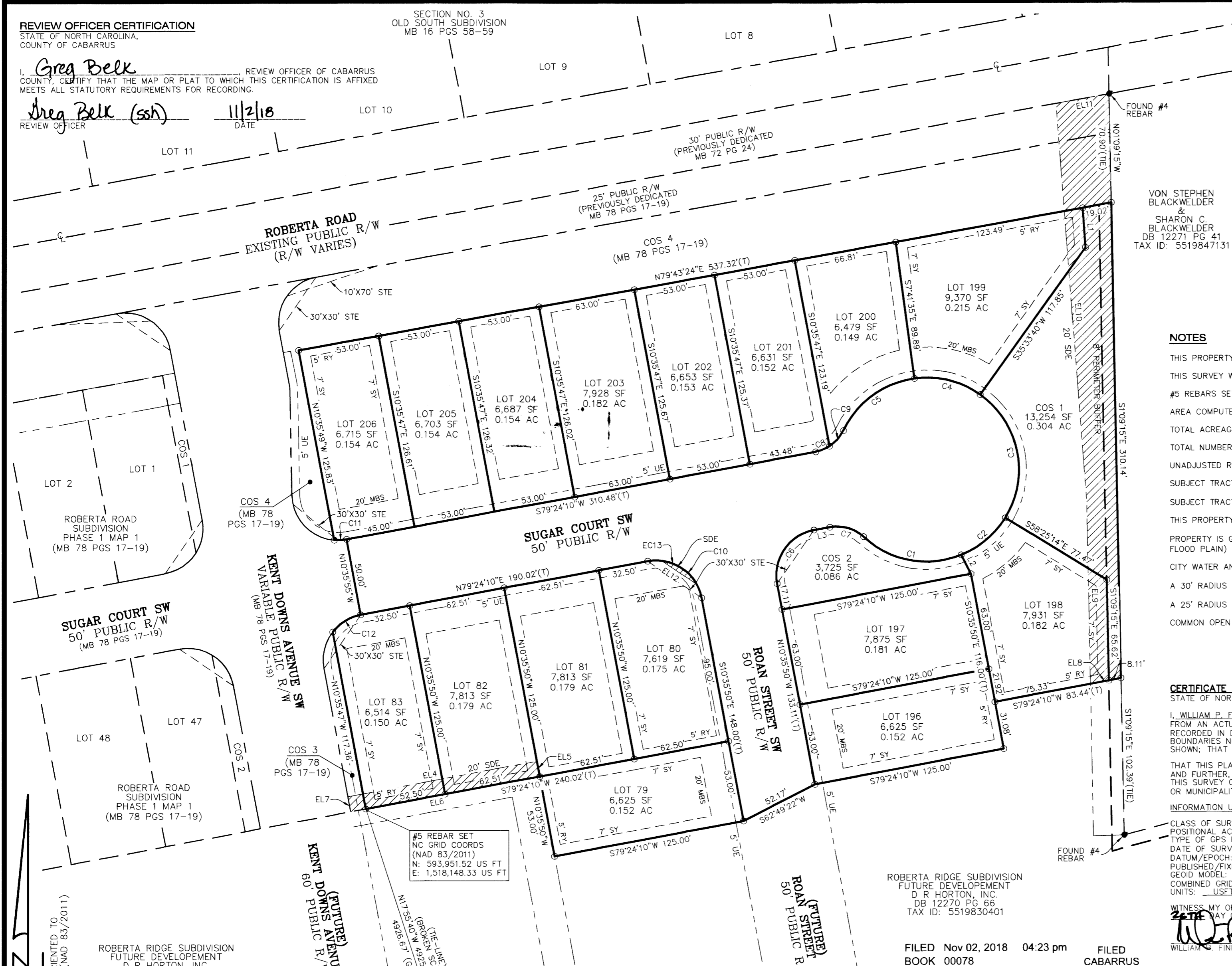
REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

I, Greg Belk, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Greg Belk (ssh) 11/2/18 REVIEW OFFICER DATE

SECTION NO. 3 OLD SOUTH SUBDIVISION MB 16 PGS 58-59



VON STEPHEN BLACKWELDER & SHARON C. BLACKWELDER DB 12271 PG 41 TAX ID: 5519847131

NOTES

- THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY NOT OBSERVED. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. #5 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED. AREA COMPUTED BY COORDINATE METHOD. TOTAL ACREAGE ENCOMPASSED BY THIS MAP IS 3.887 ACRES. TOTAL NUMBER OF LOTS INCLUDED ON THIS MAP IS 16. UNADJUSTED RATIO OF PRECISION IS 1:45,594. SUBJECT TRACT TAX ID: 5519-83-0401. SUBJECT TRACT DEED/PLAT REFERENCE: DB 12270 PG 66, PB 72 PGS 24-26. THIS PROPERTY IS ZONED RC-CD. PROPERTY IS GRAPHICALLY LOCATED WITHIN THE X ZONE (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS PER F.I.R.M. COMMUNITY PANEL #3710551900J, DATED NOVEMBER 5, 2008. CITY WATER AND SEWER SERVICE IS AVAILABLE TO ALL LOTS SHOWN HEREON. A 30' RADIUS IS DEDICATED AT ALL INTERSECTIONS. A 25' RADIUS IS DEDICATED AT THE INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE. COMMON OPEN SPACE SHOWN HEREON IS ACTIVE.

CERTIFICATE OF SURVEY AND ACCURACY

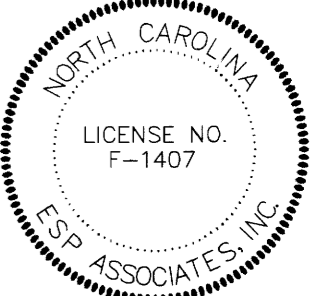
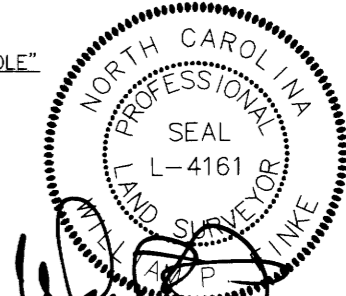
STATE OF NORTH CAROLINA, LINCOLN COUNTY I, WILLIAM P. FINKE CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72, PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE:

CLASS OF SURVEY: A POSITIONAL ACCURACY: 0.07 TYPE OF GPS FIELD PROCEDURE: NCVRS DATE OF SURVEY: 9/22/2016 DATUM/EPOCH: NAD83/2011 PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE" GEOD MODEL: G2012 COMBINED GRID FACTOR(S): 0.99984875 UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 22nd DAY OF OCTOBER, 2018.

WILLIAM P. FINKE, NCPLS L-4161



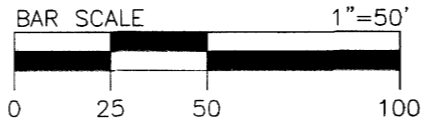
ROBERTA RIDGE SUBDIVISION FUTURE DEVELOPMENT D R HORTON, INC. DB 12270 PG 66 TAX ID: 5519830401

FILED Nov 02, 2018 04:23 pm BOOK 00078 PAGE 0058 THRU 0058 INSTRUMENT # 27730 EXCISE TAX \$0.00

LEGEND

- DB = DEED BOOK MB = MAP BOOK NGS = NATIONAL GEODETIC SURVEY PG = PAGE R/W = RIGHT-OF-WAY (T) = TOTAL STE = SIGHT TRIANGLE EASEMENT SDE = STORM DRAINAGE EASEMENT (PRIVATE) PSDE = PUBLIC STORM DRAINAGE EASEMENT SY = SIDE YARD RY = REAR YARD MBS = MINIMUM BUILDING SETBACK COS = COMMON OPEN SPACE UE = UTILITY EASEMENT NAD 83 = NORTH AMERICAN DATUM 83 CGF = COMBINED GRID FACTOR C = CENTERLINE O = #5 REBAR SET (UNLESS OTHERWISE NOTED) [Hatched] = PUBLIC STORM DRAINAGE EASEMENT/STORM DRAINAGE EASEMENT (PRIVATE) --- = BOUNDARY/LOT LINE --- = ADJOINER --- = EASEMENT LINE --- = RIGHT OF WAY --- = CENTERLINE

THE PURPOSE OF THIS PLAT IS TO RECORD 16 LOTS, 2 COMMON OPEN SPACES, STORM EASEMENTS, AND PUBLIC RIGHT OF WAY.



ZONED RC-CD LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS MIN. FRONT SETBACK - 20' MIN. SIDE YARD - 7' MIN. REAR YARD - 5'

SEE SHEET 2 OF 2 FOR LINE & CURVE TABLES AND EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS

Table with 4 columns: NO., DATE, REVISION, BY. Row 1: 1, 10/26/18, REVISE STREET NAME, RLS. Row 2: NO., DATE, REVISION, BY.

FINAL PLAT OF ROBERTA RIDGE SUBDIVISION PHASE 1 MAP 2 LOCATED IN: CITY OF CONCORD NO. 2 TOWNSHIP CABARRUS COUNTY, NORTH CAROLINA CLIENT/OWNER: D.R. HORTON, INC. 8001 ARROW RIDGE BLVD. CHARLOTTE, NC 28273 PHONE: 704-345-1034 PROJECT NO: DW16.800.000 SCALE: 1"=50' DATE: 10/15/18 DRAWN BY: RLS CHECKED BY: WPF DATE SURVEYED: OCTOBER 2018 DRAWING NO: DW16.800 ROBERTA RIDGE PH 1 PLAT-M2.DWG SHEET 1 OF 2

NORTH ORIENTED TO NC GRID (NAD 83/2011) ROBERTA RIDGE SUBDIVISION FUTURE DEVELOPMENT D R HORTON, INC. DB 12270 PG 66 TAX ID: 5519830401

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ESP Associates, Inc. 20484 Chartwell Center Dr. Suite D Cornelius, NC 28031 704-990-9428 www.espassociates.com



RL 78 P 59

Line #	Direction	Length
L1	S 4°23'30" E	25.97
L2	S 27°25'00" E	13.87
L3	N 79°24'10" E	10.48

Line #	Direction	Length
EL4	N 79°24'10" E	125.00
EL5	S 10°35'50" E	10.00
EL6	S 79°24'10" W	125.00
EL7	N 10°35'47" W	10.00
EL8	S 79°24'10" W	20.28
EL9	N 1°09'15" W	119.59
EL10	N 4°23'30" W	259.62
EL11	N 79°43'39" E	35.11
EL12	N 55°43'57" W	27.26

Curve #	Radius	Length	Bearing	Chord
C1	60.00	68.36	S 79°16'09" E	64.72
C2	60.00	38.23	N 49°50'07" E	37.59
C3	60.00	90.08	N 11°25'47" W	81.85
C4	60.00	45.30	N 76°03'57" W	44.23
C5	60.00	59.56	S 53°52'15" W	57.14
C6	30.00	47.12	N 34°24'10" E	42.43
C7	25.00	23.55	S 73°36'47" E	22.69
C8	25.00	9.76	S 68°12'48" W	9.70
C9	25.00	13.78	S 41°13'46" W	13.61
C10	30.00	47.12	S 55°35'50" E	42.43
C11	30.00	8.09	S 87°05'28" W	8.07
C12	30.00	21.89	N 58°29'53" E	21.41

Curve #	Radius	Length	Bearing	Chord
EC13	30.00	28.29	S 55°43'57" E	27.26

**CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS**

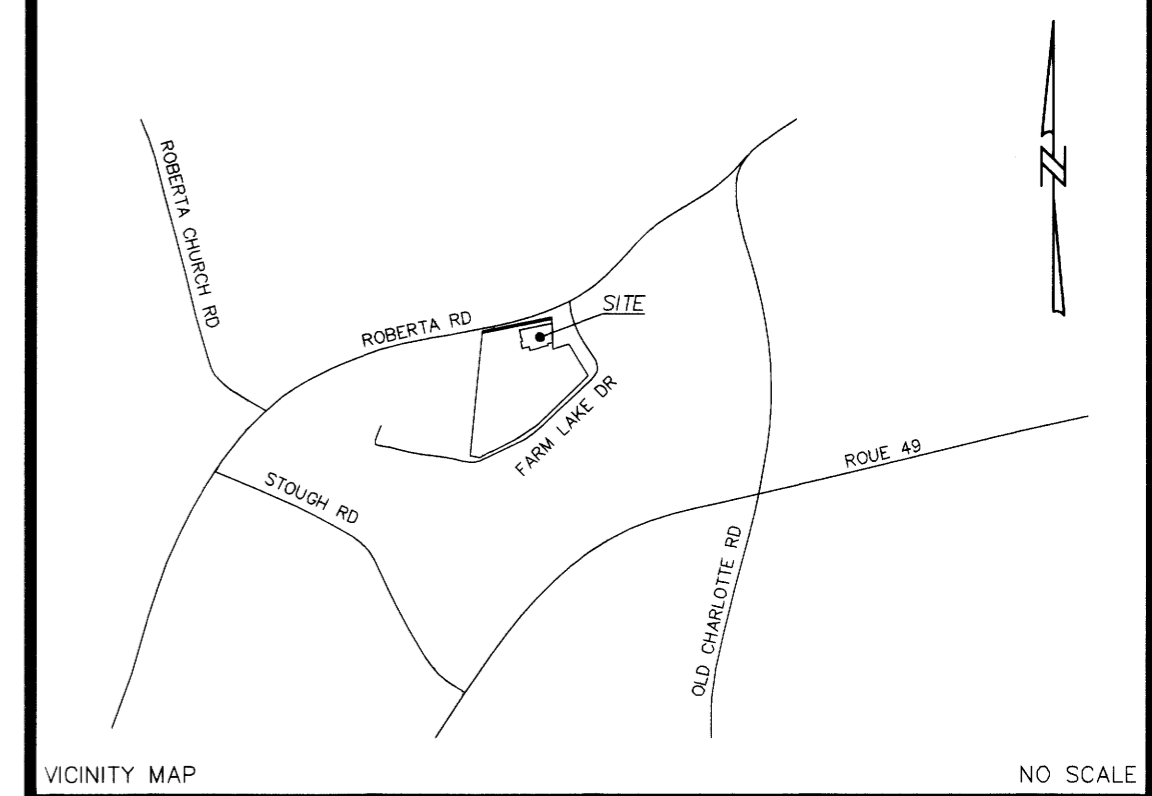
CITY OF CONCORD, ROBERTA RIDGE (SUBDIVISION), SUGAR COURT SW, ROAN STREET SW (STREETS), D.R. HORTON, INC. (SUBDIVIDER).

I HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR AUTHORIZED REPRESENTATIVE AND WILL CONFORM 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.

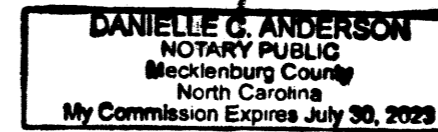


Dan E. Brewer 17582 10/26/18  
REGISTERED PROFESSIONAL ENGINEER REGISTRATION NO. DATE



**NOTARY CERTIFICATION**  
Mecklenburg County, North Carolina

I, Danielle C. Anderson, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Dan E. Brewer PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 26th DAY OF October, 2018.



7-30-2023  
MY COMMISSION EXPIRES:

**REVIEW OFFICER CERTIFICATION**

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

Greg Beck (ssh) 11/2/18  
REVIEW OFFICER DATE

**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 ROBERTA RIDGE SUBDIVISION PHASE 1 MAP 2 WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON:

11/2/18 2018.  
M. Sue Hyde  
DATE DEVELOPMENT SERVICES DIRECTOR

**CERTIFICATE OF FEE PAYMENT**

I HEREBY CERTIFY THAT ALL FEES FOR THE ROBERTA RIDGE SUBDIVISION PHASE 1 MAP 2 HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

11/2/18  
DATE FINANCE DIRECTOR

**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.

11/2/18 M. Sue Hyde  
DATE DIRECTOR OF ENGINEERING

**CERTIFICATE OF SURVEY AND ACCURACY**

STATE OF NORTH CAROLINA, LINCOLN COUNTY  
I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72, PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

**INFORMATION USED FOR THE GRID TIE:**

CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.07  
TYPE OF GPS FIELD PROCEDURE: NCVRS  
DATE OF SURVEY: 9/22/2016  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
GEOID MODEL: GEOID 12B  
COMBINED GRID FACTOR(S): 0.99984875  
UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 20th DAY OF September, 2018.

William P. Finke  
WILLIAM P. FINKE, NCPS L-4161

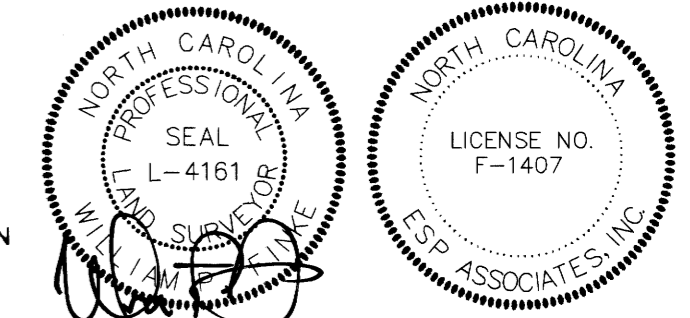
**CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION**

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.

BY: D.R. Horton, Inc. 10/26/18  
DATE

FILED Nov 02, 2018 04:23 pm  
BOOK 00078  
PAGE 0059 THRU 0059  
INSTRUMENT # 27731  
EXCISE TAX \$0.00

FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS

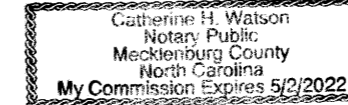


**NOTARY CERTIFICATION**  
Mecklenburg County, North Carolina

I, Catherine H. Watson, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Kristin Bickman PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 26 DAY OF October, 2018.

26 DAY OF October, 2018.

Catherine H. Watson  
NOTARY PUBLIC  
May 2, 2022  
MY COMMISSION EXPIRES:



**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:

Oct. 11 2018  
11-2-18  
DATE CITY CLERK

DESCRIPTION	LOT AREA	# OF LOTS	COMMON AREA	STREET DEDICATION	STREET LF	TOTAL AC
LOTS	2.663 AC	16				
COS 1			0.304 AC			
COS 2			0.086 AC			
SUGAR COURT SW				0.629 AC	379 LF	
ROAN STREET SW				0.205 AC	196 LF	
TOTAL	2.663 AC	16	0.390 AC	0.834 AC	575 LF	3.887 AC

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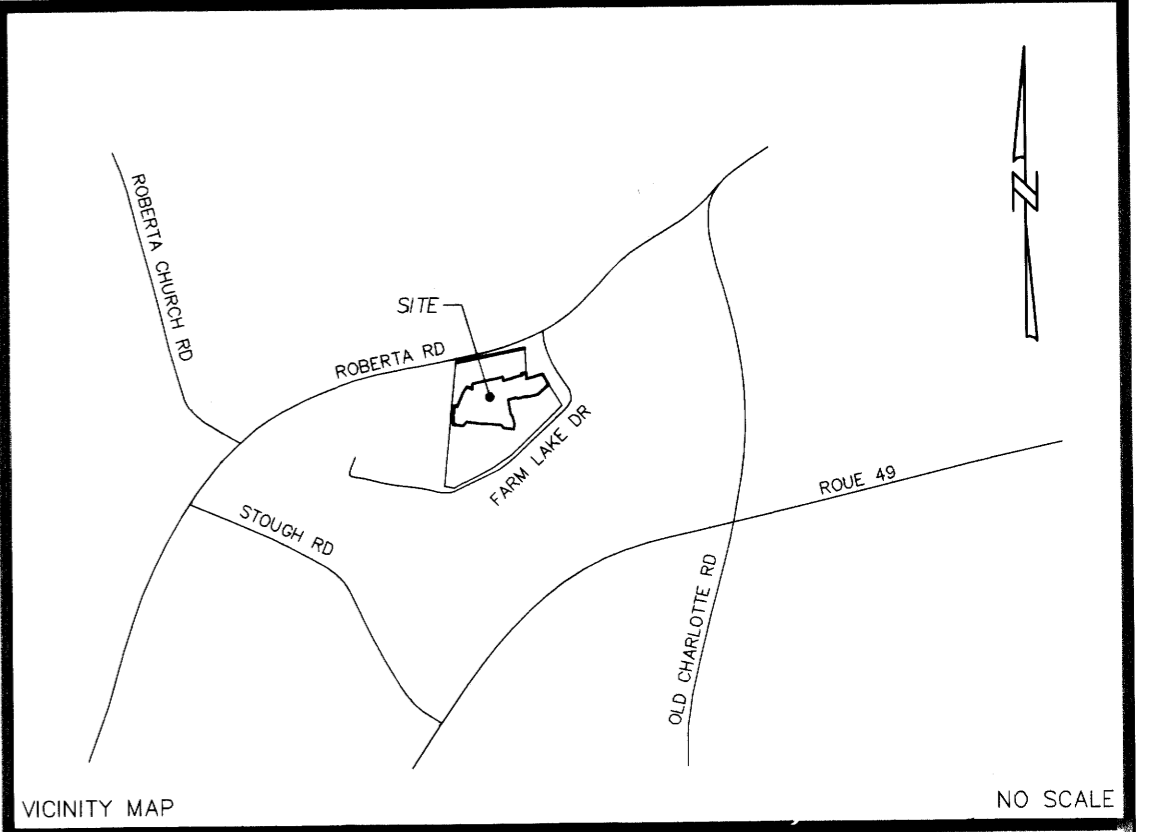
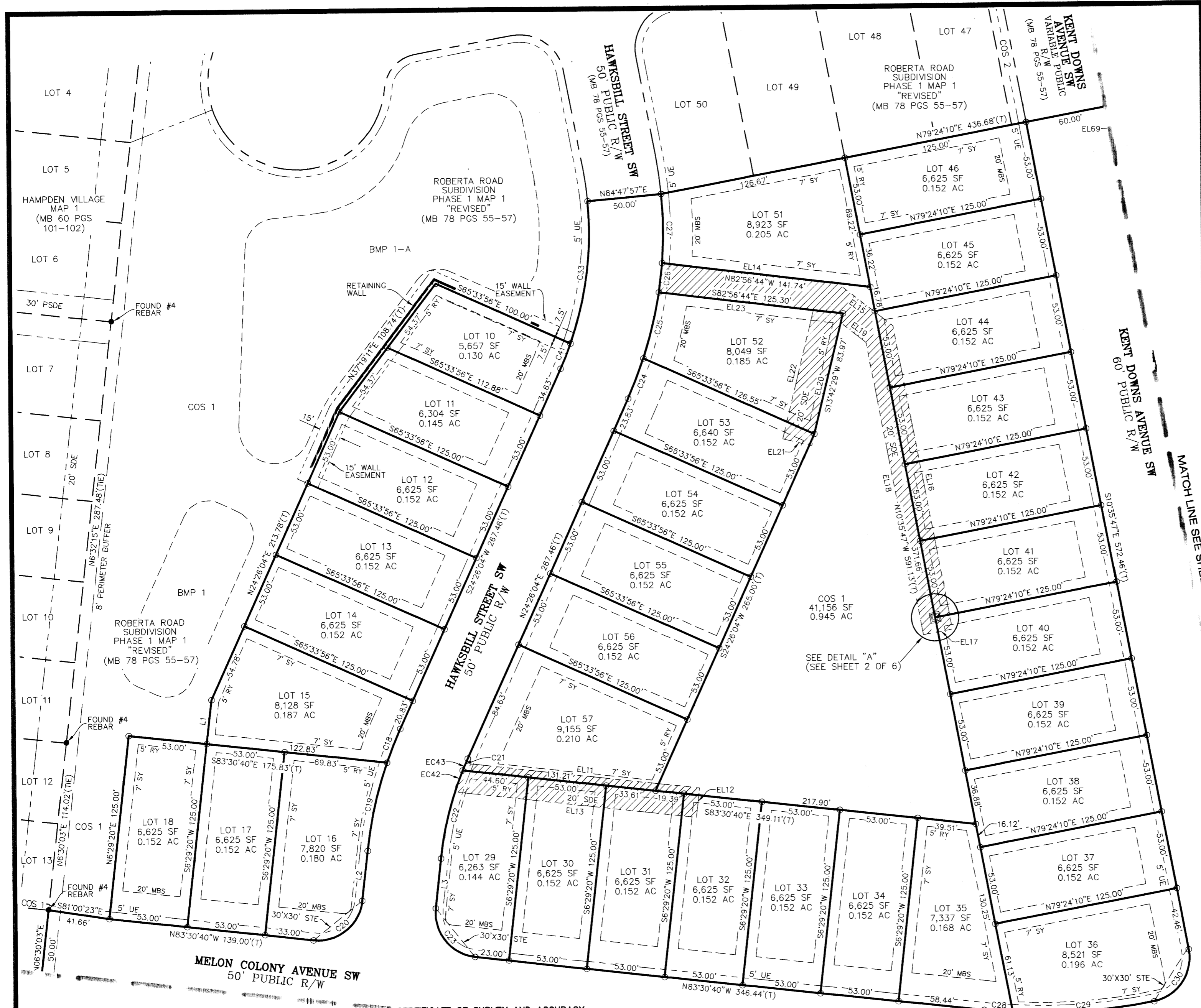
NO.	DATE	REVISION	BY
1	10/26/18	REVISE STREET NAME	RLS

FINAL PLAT OF  
ROBERTA RIDGE SUBDIVISION  
PHASE 1 MAP 2  
LOCATED IN: CITY OF CONCORD  
NO. 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA

CLIENT/OWNER:  
**D.R. HORTON, INC.**  
8001 ARROW RIDGE BLVD.  
CHARLOTTE, NC 28273  
PHONE: 704-345-1034

PROJECT NO: DW16.800.000  
SCALE: 1"=50'  
DATE: 10/15/18  
DRAWN BY: RLS  
CHECKED BY: WPF  
DATE SURVEYED: OCTOBER 2018  
DRAWING NO: DW16.800 ROBERTA RIDGE PH 1 PLAT-M2.DWG

SHEET 2 OF 2



**REVIEW OFFICER CERTIFICATION**  
 STATE OF NORTH CAROLINA,  
 COUNTY OF CABARRUS

I, Grea Belle REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Grea Belle REVIEW OFFICER  
2/22/19 DATE

- LEGEND**
- DB = DEED BOOK
  - MB = MAP BOOK
  - NGS = NATIONAL GEODETIC SURVEY
  - PG = PAGE
  - R/W = RIGHT-OF-WAY
  - (T) = TOTAL
  - SITE = SIGHT TRIANGLE EASEMENT
  - SDE = STORM DRAINAGE EASEMENT (PRIVATE)
  - PSDE = PUBLIC STORM DRAINAGE EASEMENT
  - SY = SIDE YARD
  - RY = REAR YARD
  - MBS = MINIMUM BUILDING SETBACK
  - COS = COMMON OPEN SPACE
  - UE = UTILITY EASEMENT
  - NAD 83 = NORTH AMERICAN DATUM 83
  - CGF = COMBINED GRID FACTOR
  - O = #5 REBAR SET (UNLESS OTHERWISE NOTED)
  - [Hatched Box] = PUBLIC STORM DRAINAGE EASEMENT/STORM DRAINAGE EASEMENT (PRIVATE)
  - [Dashed Box] = BMP STORM DRAINAGE EASEMENT
  - [Dotted Box] = STORM DRAINAGE AND ACCESS EASEMENT
  - [Solid Box] = WALL EASEMENT (PRIVATE)
  - [Solid Line] = BOUNDARY/LOT LINE
  - [Dashed Line] = ADJOINER
  - [Dotted Line] = EASEMENT LINE
  - [Dash-dot Line] = RIGHT OF WAY

SEE SHEET 6 OF 6 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS

THE PURPOSE OF THIS PLAT IS TO RECORD 71 LOTS, 3 COMMON OPEN SPACES, STORM EASEMENTS, AND PUBLIC RIGHT OF WAY.

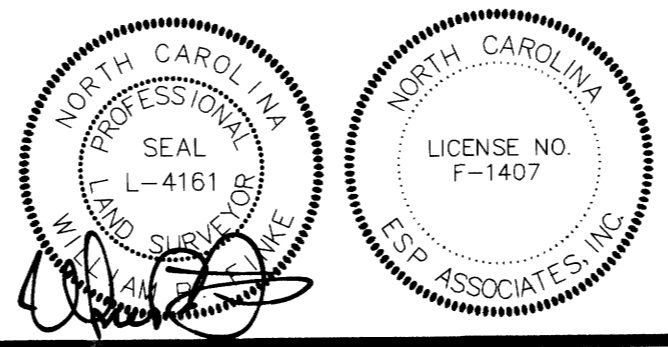
**CERTIFICATE OF SURVEY AND ACCURACY**  
 STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

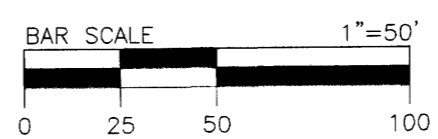
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE:  
 CLASS OF SURVEY: A  
 POSITIONAL ACCURACY: 0.07  
 TYPE OF GPS FIELD PROCEDURE: NCVRS  
 DATE OF SURVEY: 9/22/2016  
 DATUM/EPOCH: NAD83/2011  
 PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
 GEIOD MODEL: GEIOD 12B  
 COMBINED GRID FACTOR(S): 0.99984875  
 UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 22 DAY OF FEBRUARY 2019.  
William P. Finke  
 WILLIAM P. FINKE, NCPLS L-4161



FILED Feb 22, 2019 03:39 pm FILED  
 BOOK 00079 CABARRUS COUNTY NC  
 PAGE 0093 THRU 0093 WAYNE NIXON  
 INSTRUMENT # 04052 REGISTER OF DEEDS  
 EXCISE TAX \$0.00



ZONED RC-CD  
 LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS  
 MIN. FRONT SETBACK - 20'  
 MIN. SIDE YARD - 7'  
 MIN. REAR YARD - 5'

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 www.espassociates.com

NO.	DATE	REVISION	BY

FINAL PLAT OF  
 ROBERTA RIDGE SUBDIVISION  
 PHASE 1 MAP 3  
 LOCATED IN: CITY OF CONCORD  
 NO. 2 TOWNSHIP  
 CABARRUS COUNTY, NORTH CAROLINA

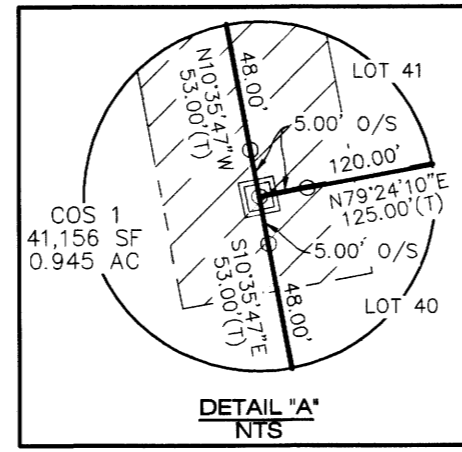
CLIENT/OWNER:  
**D.R. HORTON, INC.**  
 8001 ARROW RIDGE BLVD.  
 CHARLOTTE, NC 28273  
 PHONE: 704-345-1034

PROJECT NO: DW16.800.000  
 SCALE: 1"=50'  
 DATE: 1/29/19  
 DRAWN BY: RLS  
 CHECKED BY: WPF  
 DATE SURVEYED: JANUARY 2019  
 DRAWING NO: DW16.800 ROBERTA RIDGE PH 1 PLAT-M3-NEW.DWG

SHEET 1 OF 6

LEGEND

- DB = DEED BOOK
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  - PG = PAGE
  - R/W = RIGHT-OF-WAY
  - (T) = TOTAL
  - SITE = SIGHT TRIANGLE EASEMENT
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  - PSDE = PUBLIC STORM DRAINAGE EASEMENT
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  - UE = UTILITY EASEMENT
  - NAD 83 = NORTH AMERICAN DATUM 83
  - CGF = COMBINED GRID FACTOR
- = #5 REBAR SET (UNLESS OTHERWISE NOTED)
  - ▨ = PUBLIC STORM DRAINAGE EASEMENT/STORM DRAINAGE EASEMENT (PRIVATE)
  - ▭ = BMP STORM DRAINAGE EASEMENT
  - ▭ = STORM DRAINAGE AND ACCESS EASEMENT
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  - - - = ADJOINER
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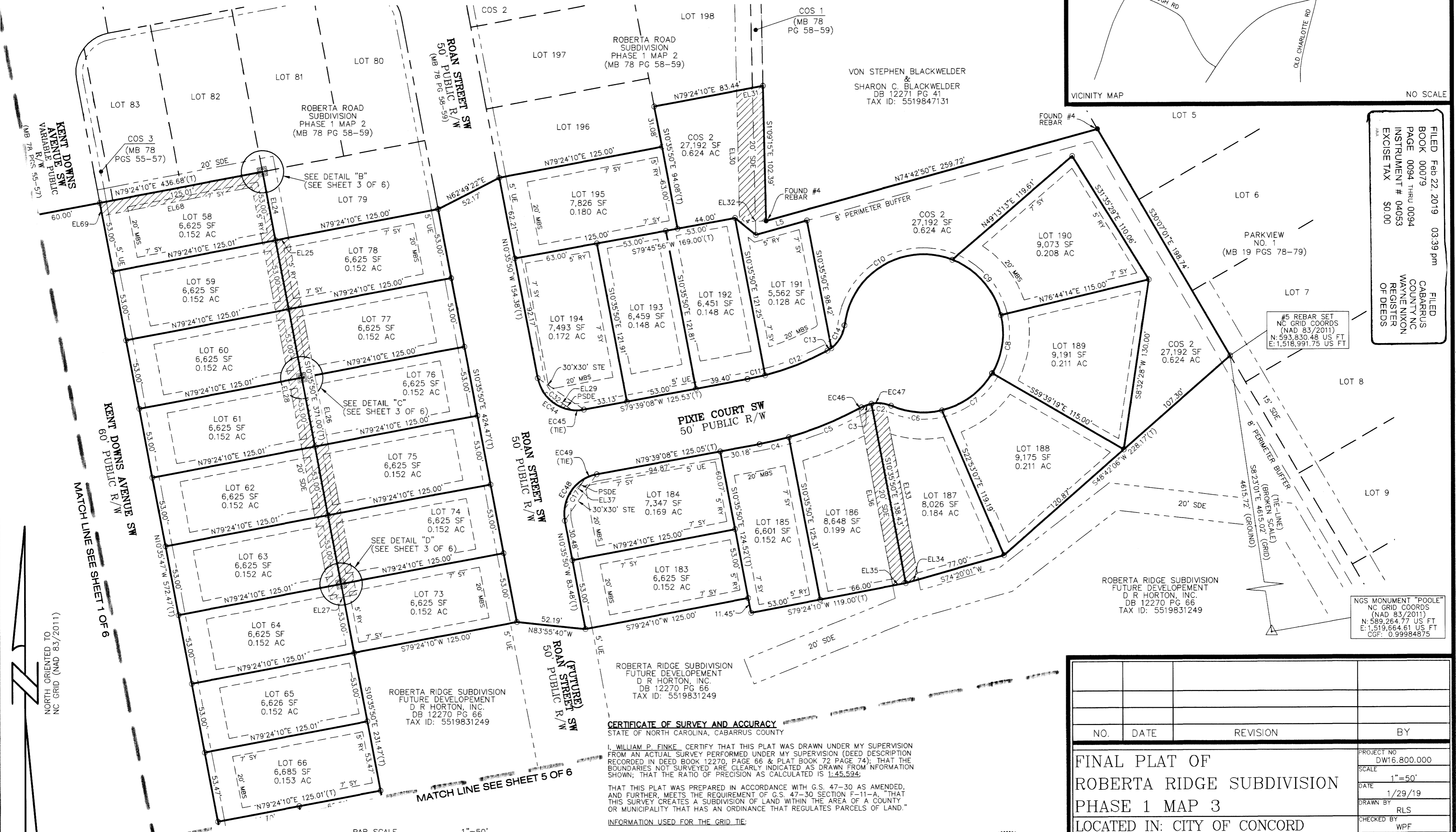
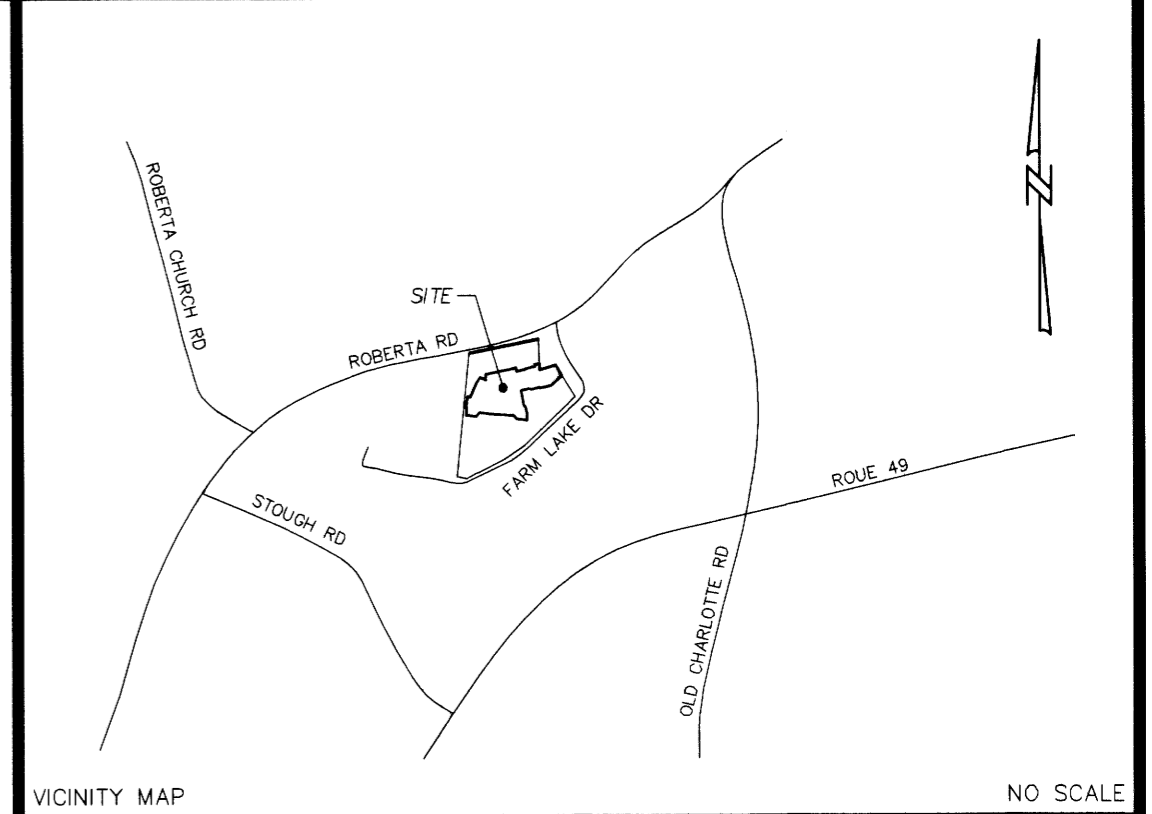
REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA,  
COUNTY OF CABARRUS

I, Greg Bell REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Greg Bell REVIEW OFFICER  
DATE: 2/22/19

SEE SHEET 6 OF 6 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS



FILED Feb 22, 2019 03:39 pm  
BOOK 00079  
PAGE 0094 THRU 0094  
INSTRUMENT # 04003  
EXCISE TAX \$0.00  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS

#5 REBAR SET  
NC GRID COORDS  
(NAD 83/2011)  
N: 593,830.48 US FT  
E: 1,518,991.75 US FT

NGS MONUMENT "POOLE"  
NC GRID COORDS  
(NAD 83/2011)  
N: 589,264.77 US FT  
E: 1,519,664.61 US FT  
CGF: 0.99984875

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, WILLIAM P. FINKE CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

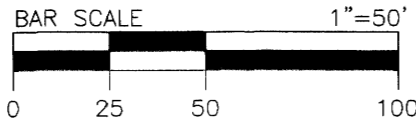
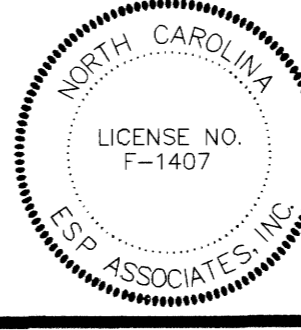
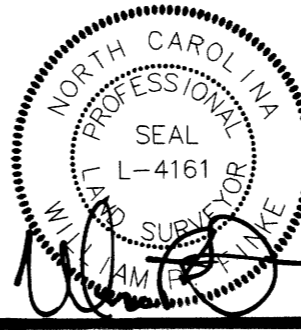
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE:

CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.07  
TYPE OF GPS FIELD PROCEDURE: NCVRS  
DATE OF SURVEY: 9/22/2016  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED-CONTROL USE: NGS MONUMENT "POOLE"  
GEOID MODEL: GEOID 12B  
COMBINED GRID FACTOR(S): 0.99984875  
UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 22 DAY OF FEBRUARY 2019.

William P. Finke  
WILLIAM P. FINKE, NCPLS L-4161



ESP Associates, Inc.  
20484 Chartwell Center Dr.  
Suite D  
Cornelius, NC 28031  
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ESP ASSOCIATES, INC.

NO.	DATE	REVISION	BY

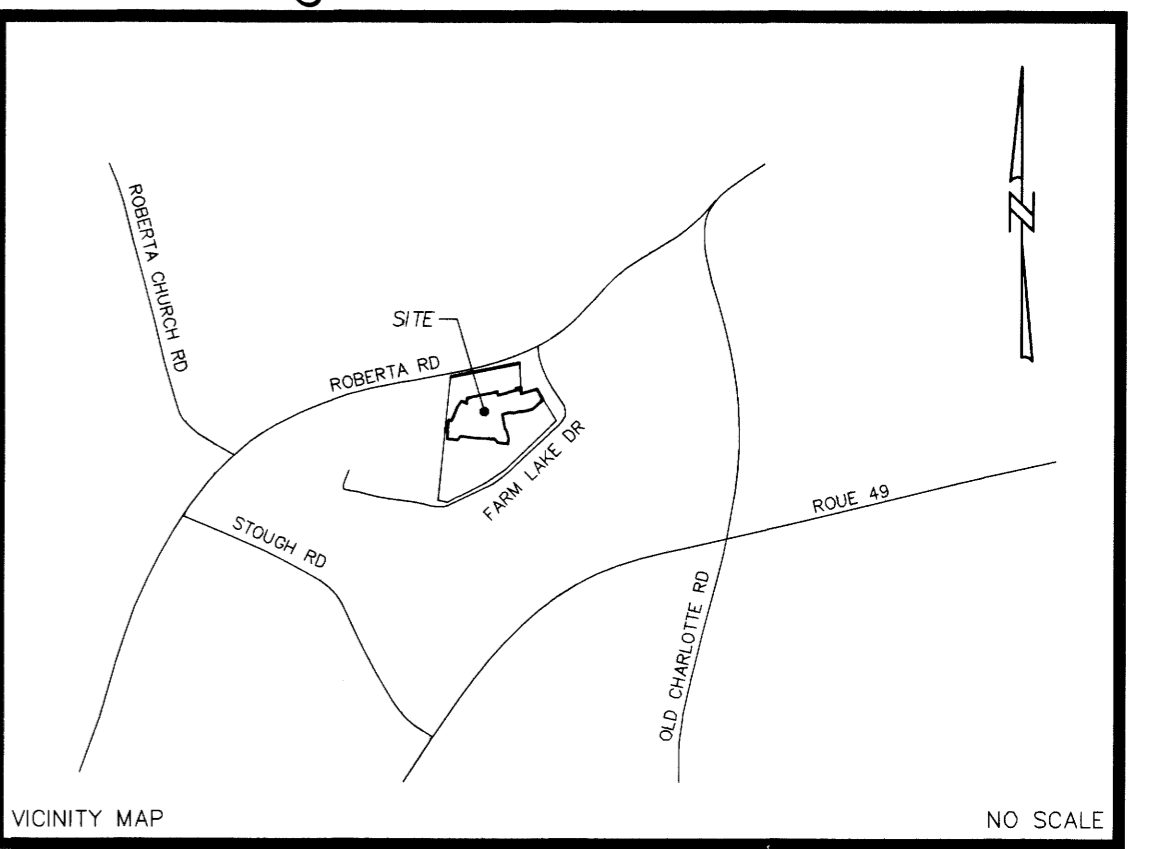
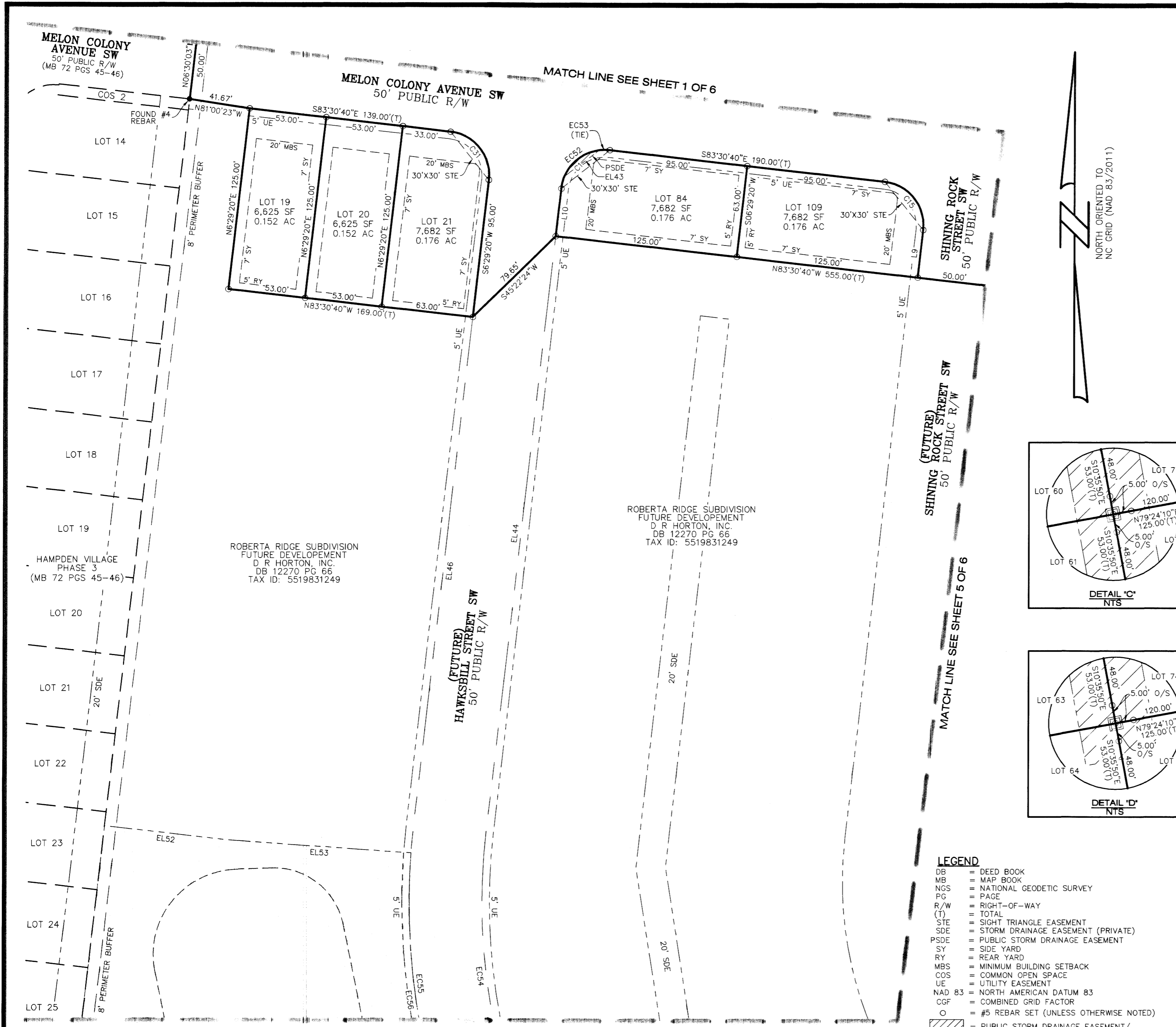
FINAL PLAT OF  
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PHASE 1 MAP 3  
LOCATED IN: CITY OF CONCORD  
NO. 2 TOWNSHIP  
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DRAWING NO: DW16.800 ROBERTA RIDGE PH 1 PLAT-M3-NEW.DWG

SHEET 2 OF 6



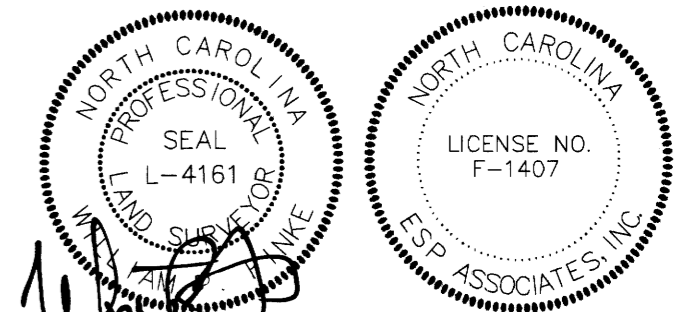
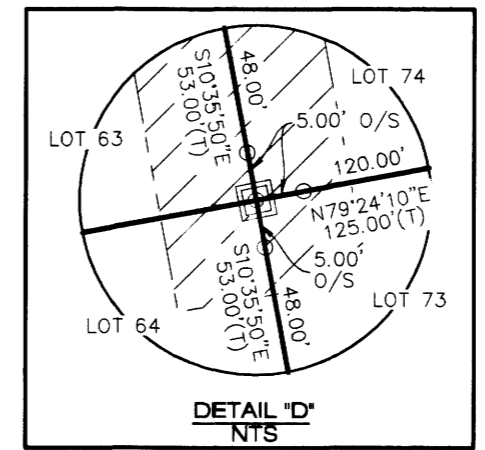
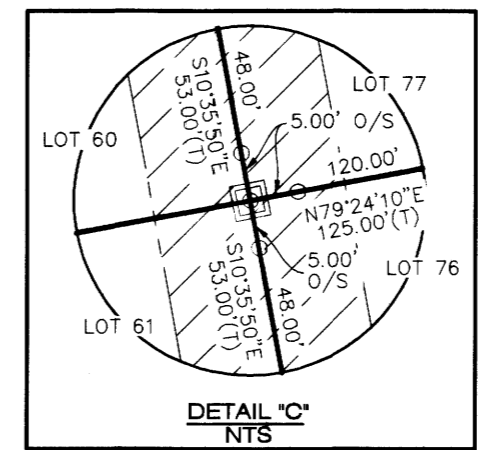


**REVIEW OFFICER CERTIFICATION**

STATE OF NORTH CAROLINA,  
COUNTY OF CABARRUS

I, Greg Bell, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Greg Bell REVIEW OFFICER DATE 2/22/19



**CERTIFICATE OF SURVEY AND ACCURACY**

STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE:

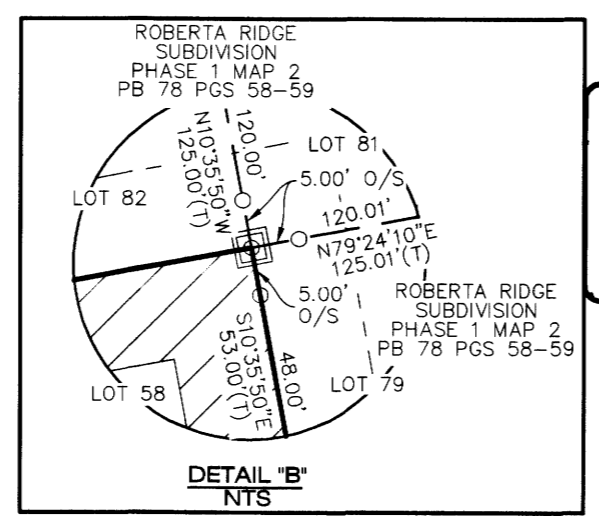
CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.07  
TYPE OF GPS FIELD PROCEDURE: NCVRS  
DATE OF SURVEY: 9/22/2016  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
GEOID MODEL: GEOID 12B  
COMBINED GRID FACTOR(S): 0.99984875  
UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 22nd DAY OF FEBRUARY, 2019.

William P. Finke WILLIAM P. FINKE, NCPLS L-4161

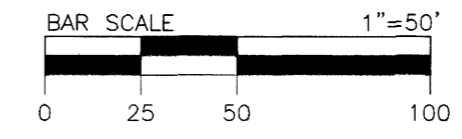
**LEGEND**

- DB = DEED BOOK
- MB = MAP BOOK
- NGS = NATIONAL GEODETIC SURVEY
- PG = PAGE
- R/W = RIGHT-OF-WAY
- (T) = TOTAL
- STE = SIGHT TRIANGLE EASEMENT
- SDE = STORM DRAINAGE EASEMENT (PRIVATE)
- PSDE = PUBLIC STORM DRAINAGE EASEMENT
- SY = SIDE YARD
- RY = REAR YARD
- MBS = MINIMUM BUILDING SETBACK
- COS = COMMON OPEN SPACE
- UE = UTILITY EASEMENT
- NAD 83 = NORTH AMERICAN DATUM 83
- CGF = COMBINED GRID FACTOR
- O = #5 REBAR SET (UNLESS OTHERWISE NOTED)
- [Hatched Box] = PUBLIC STORM DRAINAGE EASEMENT/STORM DRAINAGE EASEMENT (PRIVATE)
- [White Box] = BMP STORM DRAINAGE EASEMENT
- [Dashed Line] = BOUNDARY/LOT LINE
- [Dotted Line] = ADJOINER
- [Dash-dot Line] = EASEMENT LINE
- [Solid Line] = RIGHT OF WAY



FILED Feb 22, 2019 03:39 pm FILED  
BOOK 00079 CABARRUS  
PAGE 0095 THRU 0095 COUNTY NC  
INSTRUMENT # 04054 WAYNE NIXON  
EXCISE TAX \$0.00 REGISTER  
OF DEEDS

SEE SHEET 6 OF 6 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS



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704-990-9428  
www.espassociates.com

NO.	DATE	REVISION	BY

**FINAL PLAT OF**  
**ROBERTA RIDGE SUBDIVISION**  
**PHASE 1 MAP 3**  
LOCATED IN: CITY OF CONCORD  
NO. 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA

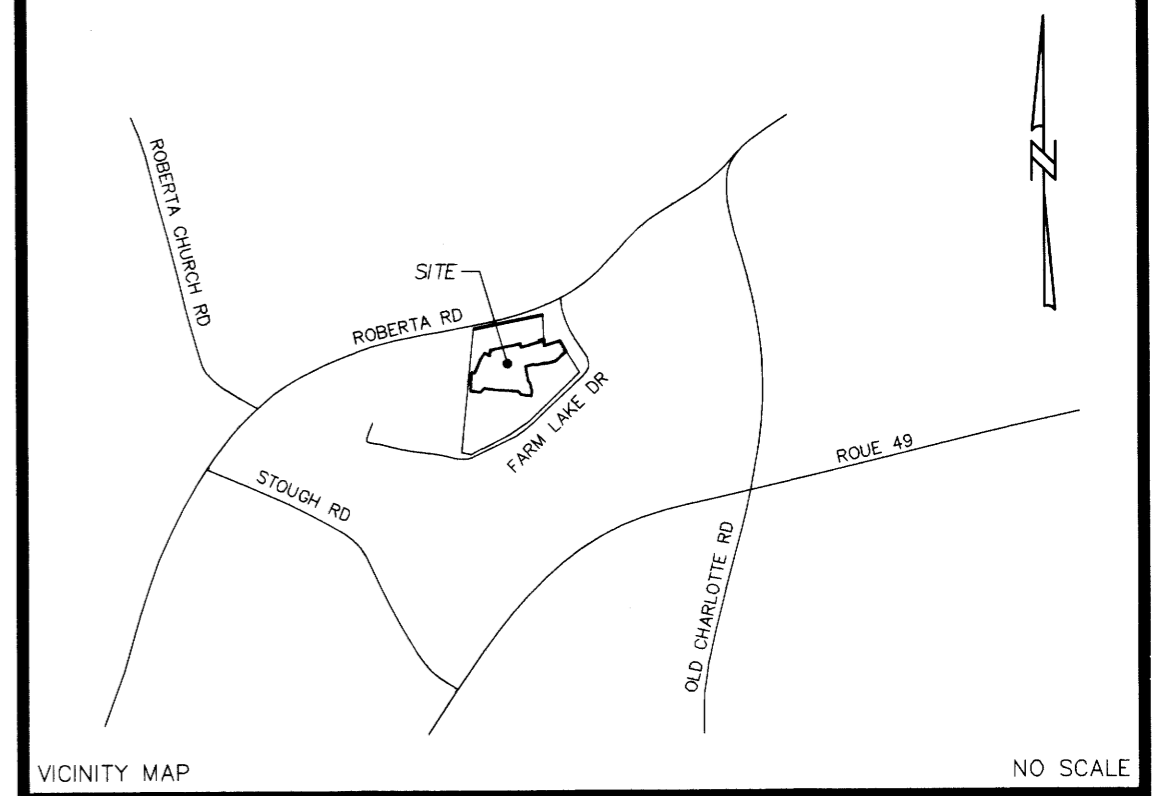
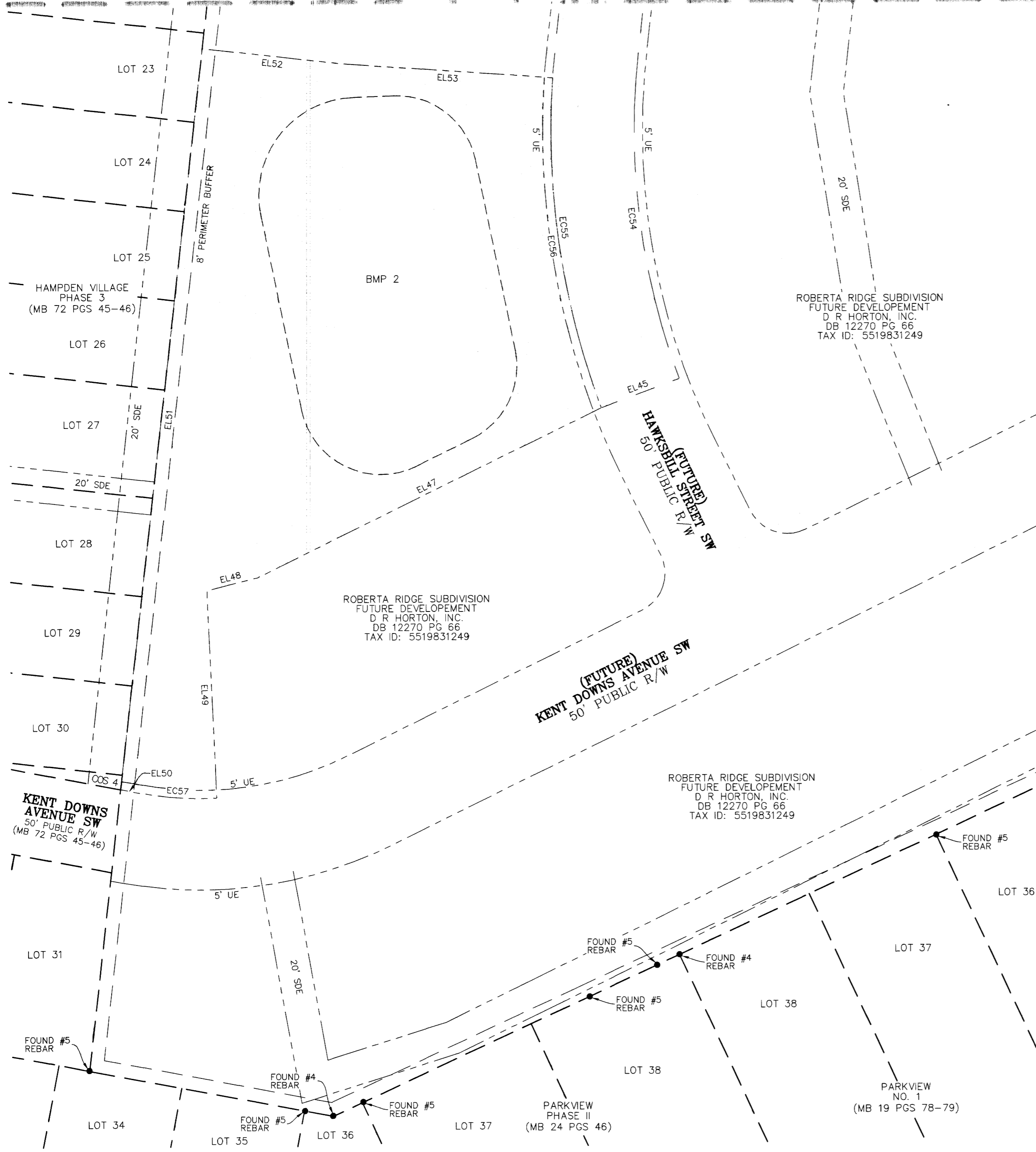
CLIENT/OWNER:  
**D.R. HORTON, INC.**  
8001 ARROW RIDGE BLVD.  
CHARLOTTE, NC 28273  
PHONE: 704-345-1034

PROJECT NO DW16.800.000  
SCALE 1"=50'  
DATE 1/29/19  
DRAWN BY RLS  
CHECKED BY WPF  
DATE SURVEYED JANUARY 2019  
DRAWING NO DW16.800 ROBERTA RIDGE PH 1 PLAT-M3-NEW.DWG  
SHEET 3 OF 6



5K 14 19 46

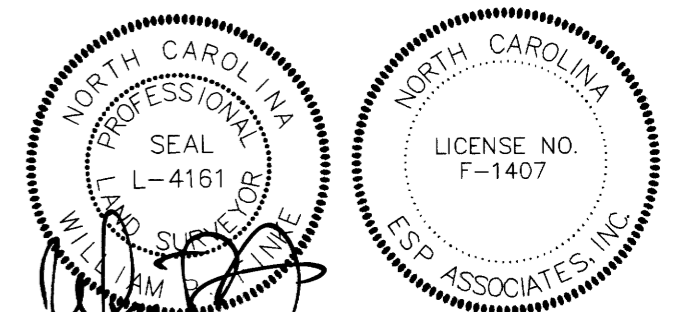
MATCH LINE SEE SHEET 3 OF 6



**REVIEW OFFICER CERTIFICATION**  
 STATE OF NORTH CAROLINA,  
 COUNTY OF CABARRUS

I, Greg Bell REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Greg Bell REVIEW OFFICER DATE 2/22/19



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

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 AS AMENDED, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

**INFORMATION USED FOR THE GRID TIE:**  
 CLASS OF SURVEY: A  
 POSITIONAL ACCURACY: 0.07  
 TYPE OF GPS FIELD PROCEDURE: NCVRS  
 DATE OF SURVEY: 9/22/2016  
 DATUM/EPOCH: NAD83/2011  
 PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
 GEIOD MODEL: GEIOD 12B  
 COMBINED GRID FACTOR(S): 0.99984875  
 UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

William P. Finke  
 WILLIAM P. FINKE, NCPES L-4161

- LEGEND**
- DB = DEED BOOK
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  - NGS = NATIONAL GEODETIC SURVEY
  - PG = PAGE
  - R/W = RIGHT-OF-WAY
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  - STE = SIGHT TRIANGLE EASEMENT
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  - PSDE = PUBLIC STORM DRAINAGE EASEMENT
  - SY = SIDE YARD
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  - NAD 83 = NORTH AMERICAN DATUM 83
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  - = #5 REBAR SET (UNLESS OTHERWISE NOTED)
  - ▨ = PUBLIC STORM DRAINAGE EASEMENT/STORM DRAINAGE EASEMENT (PRIVATE)
  - ▭ = BMP STORM DRAINAGE EASEMENT
  - ▭ = STORM DRAINAGE AND ACCESS EASEMENT
  - = BOUNDARY/LOT LINE
  - - - = ADJOINER
  - · - · - = EASEMENT LINE
  - - - - - = RIGHT OF WAY

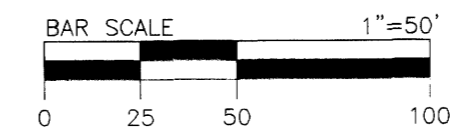
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ESP ASSOCIATES, INC.

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 704-990-9428  
 www.espassociates.com

FILED Feb 22, 2019 03:39 pm FILED  
 BOOK 00079 CABARRUS COUNTY NC  
 PAGE 0096 THRU 0096 WAYNE NIXON REGISTER OF DEEDS  
 INSTRUMENT # 04055  
 EXCISE TAX \$0.00

SEE SHEET 6 OF 6 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS



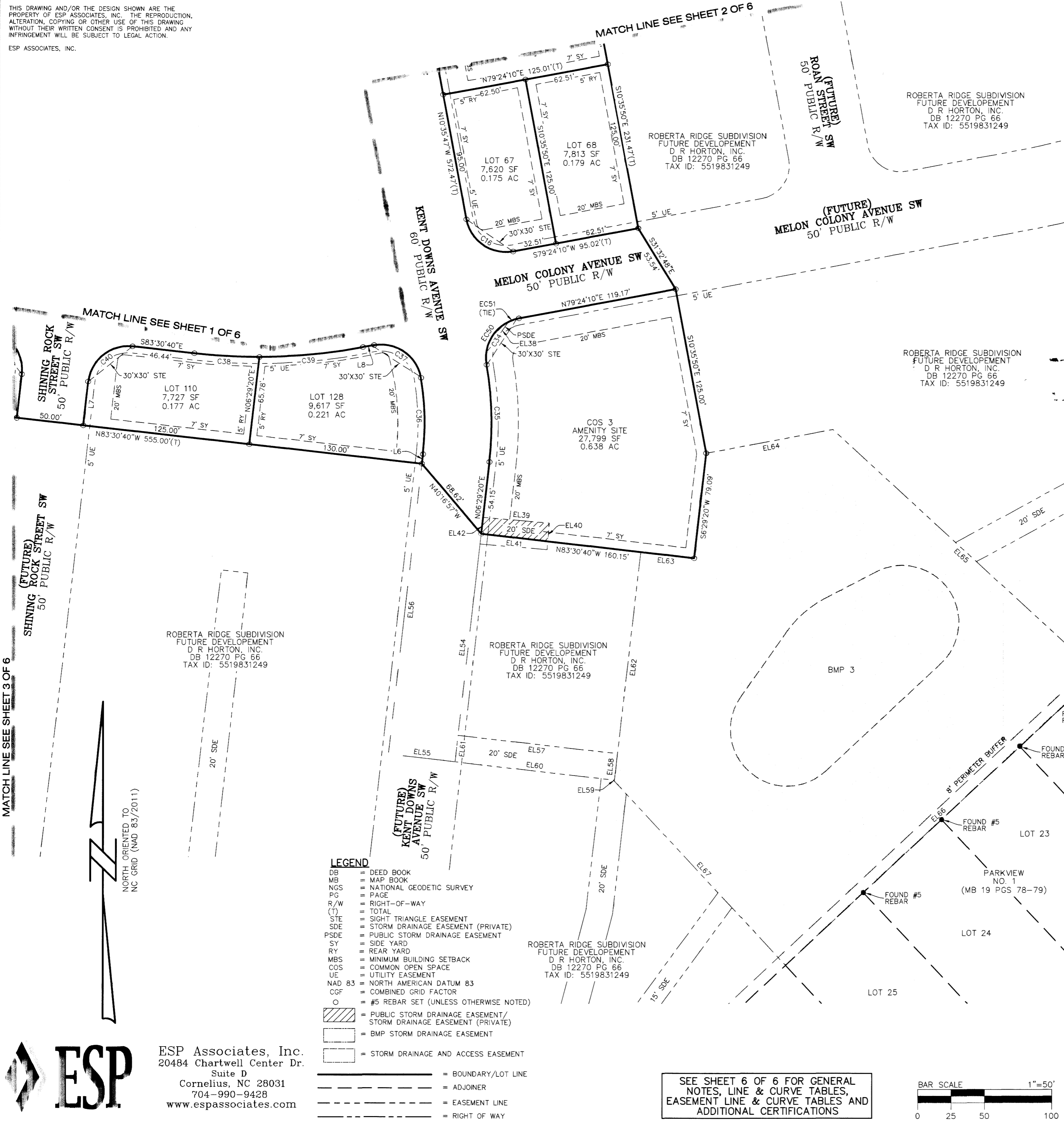
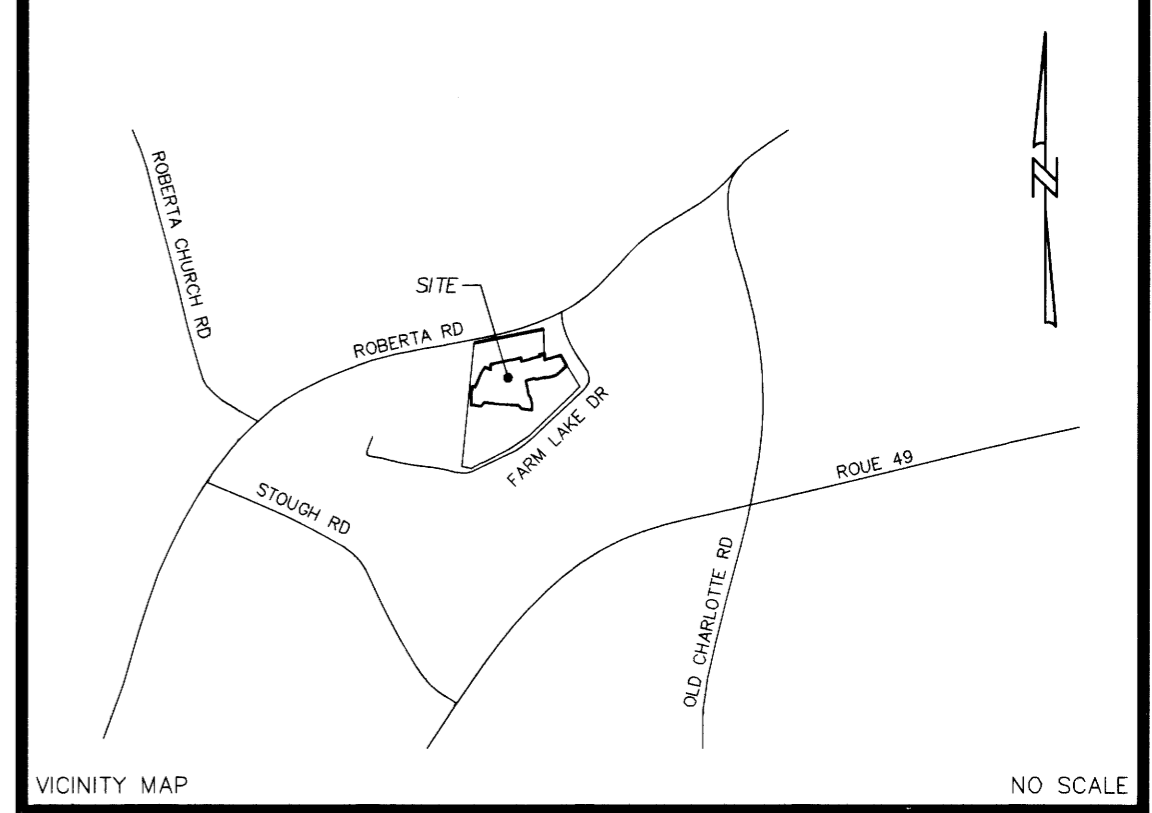
NO.	DATE	REVISION	BY

FINAL PLAT OF  
 ROBERTA RIDGE SUBDIVISION  
 PHASE 1 MAP 3  
 LOCATED IN: CITY OF CONCORD  
 NO. 2 TOWNSHIP  
 CABARRUS COUNTY, NORTH CAROLINA

CLIENT/OWNER:  
**D.R. HORTON, INC.**  
 8001 ARROW RIDGE BLVD.  
 CHARLOTTE, NC 28273  
 PHONE: 704-345-1034

PROJECT NO DW16.800.000  
 SCALE 1"=50'  
 DATE 1/29/19  
 DRAWN BY RLS  
 CHECKED BY WPF  
 DATE SURVEYED JANUARY 2019  
 DRAWING NO DW16.800 ROBERTA RIDGE PH 1 PLAT-M3-NEW.DWG  
 SHEET 4 OF 6

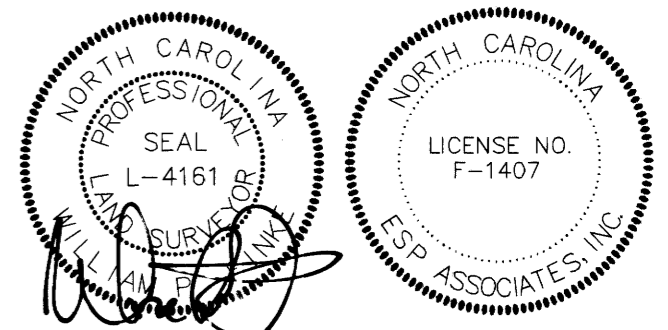
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ESP ASSOCIATES, INC.



**REVIEW OFFICER CERTIFICATION**  
STATE OF NORTH CAROLINA,  
COUNTY OF CABARRUS

I, Grey Bell, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
Grey Bell AG 2/22/19  
REVIEW OFFICER DATE

FILED Feb 22, 2019 03:39 pm	FILED
BOOK 00079	CABARRUS
PAGE 0097 THRU 0097	COUNTY NC
INSTRUMENT # 04056	WAYNE NIXON
EXCISE TAX \$0.00	REGISTER
	OF DEEDS

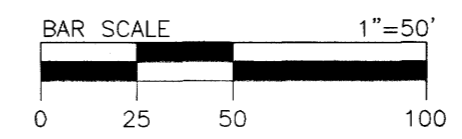


**CERTIFICATE OF SURVEY AND ACCURACY**  
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;  
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."  
INFORMATION USED FOR THE GRID TIE:  
CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.07  
TYPE OF GPS FIELD PROCEDURE: NCVRS  
DATE OF SURVEY: 9/22/2016  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
GEOID MODEL: GEOID 12B  
COMBINED GRID FACTOR(S): 0.99984875  
UNITS: USFT  
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE DAY OF JANUARY, 2019.  
WILLIAM P. FINKE, NELS L-4161

- LEGEND**
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  - [Dashed Box] = BMP STORM DRAINAGE EASEMENT
  - [Solid Box] = STORM DRAINAGE AND ACCESS EASEMENT
  - [Solid Line] = BOUNDARY/LOT LINE
  - [Dashed Line] = ADJOINER
  - [Dotted Line] = EASEMENT LINE
  - [Thick Dashed Line] = RIGHT OF WAY

SEE SHEET 6 OF 6 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS



NO.	DATE	REVISION	BY

**FINAL PLAT OF**  
**ROBERTA RIDGE SUBDIVISION**  
**PHASE 1 MAP 3**  
LOCATED IN: CITY OF CONCORD  
NO. 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA  
CLIENT/OWNER:  
**D.R. HORTON, INC.**  
8001 ARROW RIDGE BLVD.  
CHARLOTTE, NC 28273  
PHONE: 704-345-1034

PROJECT NO DW16.800.000
SCALE 1"=50'
DATE 1/29/19
DRAWN BY RLS
CHECKED BY WPF
DATE SURVEYED JANUARY 2019
DRAWING NO DW16.800 ROBERTA RIDGE PH 1 PLAT-M3-NEW.DWG

SHEET 5 OF 6



ESP Associates, Inc.  
20484 Chartwell Center Dr.  
Suite D  
Cornelius, NC 28031  
704-990-9428  
www.espassociates.com

Curve Table with columns: Curve #, Radius, Length, Bearing, Chord. Rows C1 to C21.

Curve Table with columns: Curve #, Radius, Length, Bearing, Chord. Rows C22 to C41.

Parcel Line Table with columns: Line #, Direction, Length. Rows L1 to L10.

Easement Line Table with columns: Line #, Direction, Length. Rows EL11 to EL30.

Easement Line Table with columns: Line #, Direction, Length. Rows EL31 to EL50.

Easement Line Table with columns: Line #, Direction, Length. Rows EL51 to EL69.

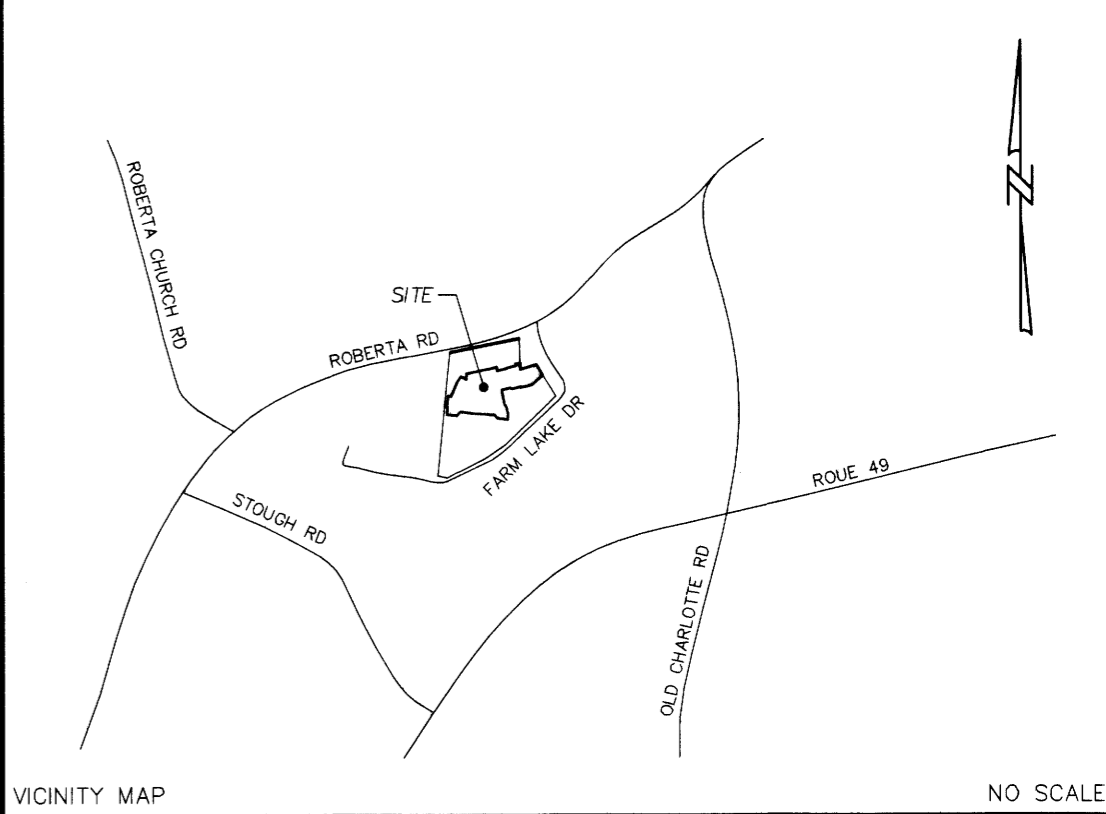
Easement Curve Table with columns: Curve #, Radius, Length, Bearing, Chord. Rows EC42 to EC57.

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS

CITY OF CONCORD, ROBERTA RIDGE (SUBDIVISION), PIXIE COURT SW, ROAN STREET SW, KENT DOWNS AVENUE SW, HAWKSBILL STREET SW, MELON COLONY AVENUE SW AND SHINING ROCK STREET SW (STREETS), D.R. HORTON, INC. (SUBDIVIDER). I HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR AUTHORIZED REPRESENTATIVE AND WILL CONFORM 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.



NOTARY CERTIFICATION DANIELLE C. ANDERSON, A NOTARY PUBLIC FOR SAID COUNTY CABARRUS COUNTY, NORTH CAROLINA.



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: Nov 18, 2019. 2-22-19 Kim J Deason, City Clerk.

REVIEW OFFICER CERTIFICATION

Greg Bell, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. 2/22/19.

CERTIFICATE OF SURVEY AND ACCURACY

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74). THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594. INFORMATION USED FOR THE GRID TIE: CLASS OF SURVEY A, POSITIONAL ACCURACY 0.07, TYPE OF GPS FIELD PROCEDURE: NCVRS, DATE OF SURVEY: 9/22/2018, DATUM/EPOCH: NAD83/2011, PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE", GEOD MODEL: GEOD 12B, COMBINED GRID FACTOR(S): 0.99984875, UNITS: USFT.

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. 2/22/19, M. Sweethide, DIRECTOR OF ENGINEERING.

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 THESE 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.

FILED Feb 22, 2019 03:39 pm BOOK 00079 PAGE 0098 THRU 0098 INSTRUMENT # 04057 EXCISE TAX \$0.00. FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS.

NOTES

- THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY NOT OBSERVED. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. #5 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED. AREA COMPUTED BY COORDINATE METHOD. TOTAL ACREAGE ENCOMPASSED BY THIS MAP IS 17.606 ACRES. TOTAL NUMBER OF LOTS INCLUDED ON THIS MAP IS 71. UNADJUSTED RATIO OF PRECISION IS 1:45,594. SUBJECT TRACT TAX ID: 5519-83-1249. SUBJECT TRACT DEED/PLAT REFERENCE: DB 12270 PG 66, MB 72 PGS 24-26. THIS PROPERTY IS ZONED RC-CD. PROPERTY IS GRAPHICALLY LOCATED WITHIN THE X ZONE (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS PER F.I.R.M. COMMUNITY PANEL #3710551900J, DATED NOVEMBER 5, 2008. CITY WATER AND SEWER SERVICE IS AVAILABLE TO ALL LOTS SHOWN HEREON. A 30' RADIUS IS DEDICATED AT ALL INTERSECTIONS. A 25' RADIUS IS DEDICATED AT THE INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE. COMMON OPEN SPACE SHOWN HEREON IS ACTIVE.

NOTARY CERTIFICATION

Catherine H. Watson, A NOTARY PUBLIC FOR SAID COUNTY CABARRUS COUNTY, NORTH CAROLINA. AND STATE, DO HEREBY CERTIFY THAT Kristin Bickman PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. 30 DAY OF January 2019. Catherine H. Watson, NOTARY PUBLIC. My Commission Expires 02/20/22.

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 ROBERTA RIDGE PHASE 1 MAP 3 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENT CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON: 2/22/19, 2019. Development Services Director.

CERTIFICATE OF FEE PAYMENT

I HEREBY CERTIFY THAT ALL FEES FOR THE ROBERTA RIDGE PHASE 1 MAP 3 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE. 2/22/19, Finance Director.

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Table with columns: DESCRIPTION, LOT AREA, #OF LOTS, COMMON AREA, STREET DEDICATION, STREET LF, TOTAL AC. Rows include COS 1-3, Hawksbill Street SW, Melon Colony Avenue SW, Kent Downs Avenue SW, Roan Street SW, Pixie Court SW, Shining Rock Street SW, and TOTAL.

FINAL PLAT OF ROBERTA RIDGE SUBDIVISION PHASE 1 MAP 3. LOCATED IN: CITY OF CONCORD NO. 2 TOWNSHIP CABARRUS COUNTY, NORTH CAROLINA. CLIENT/OWNER: D.R. HORTON, INC. 8001 ARROW RIDGE BLVD. CHARLOTTE, NC 28273. PHONE: 704-345-1034. SHEET 6 OF 6.



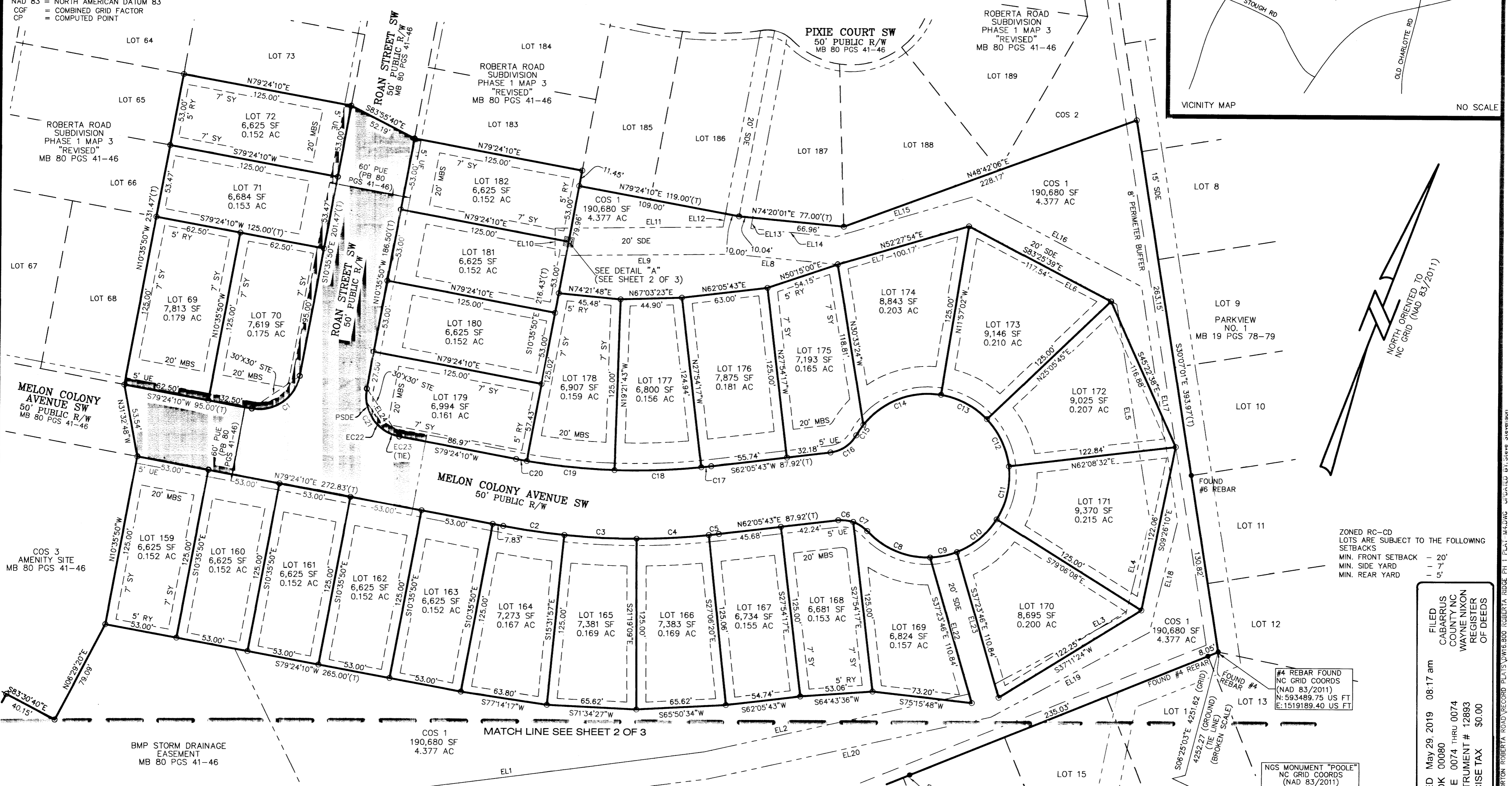
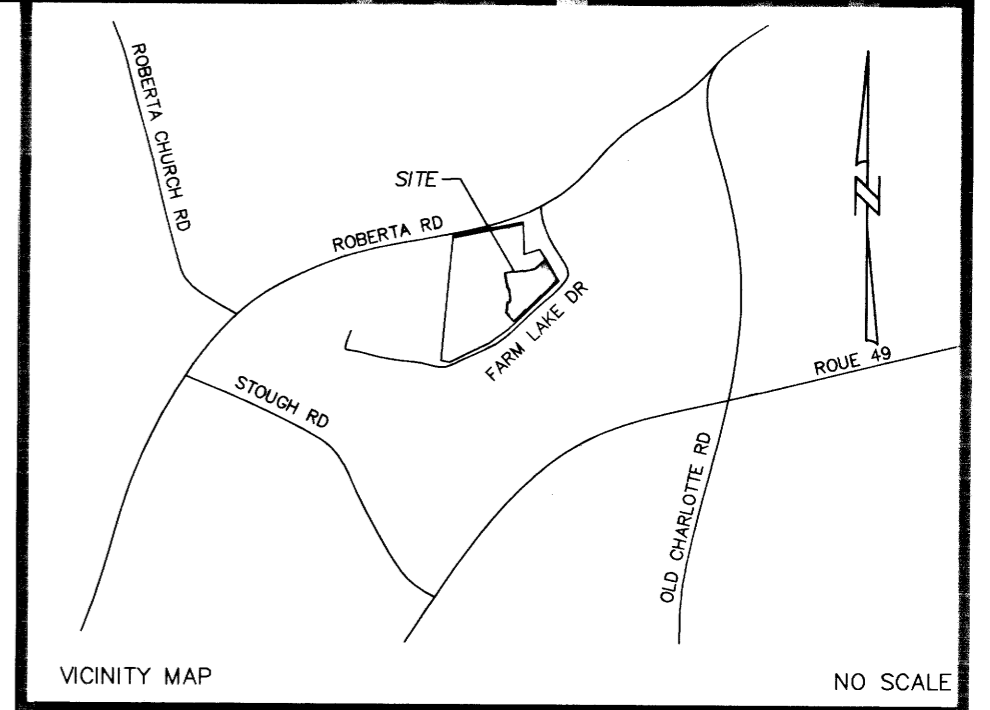
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  - (T) = TOTAL
  - STE = SIGHT TRIANGLE EASEMENT
  - SDE = STORM DRAINAGE EASEMENT (PRIVATE)
  - PSDE = PUBLIC STORM DRAINAGE EASEMENT
  - SY = SIDE YARD
  - RY = REAR YARD
  - MBS = MINIMUM BUILDING SETBACK
  - COS = COMMON OPEN SPACE
  - PUE = PUBLIC UTILITY EASEMENT
  - UE = UTILITY EASEMENT
  - NAD 83 = NORTH AMERICAN DATUM 83
  - CGF = COMBINED GRID FACTOR
  - CP = COMPUTED POINT
- = #5 REBAR SET (UNLESS OTHERWISE NOTED)
  - = PUBLIC OR PRIVATE STORM DRAINAGE EASEMENT (AS NOTED ON PLAT)
  - ▨ = PUBLIC UTILITY EASEMENT
  - = BOUNDARY/LOT LINE
  - - - = ADJOINER
  - · - · - = EASEMENT LINE
  - - - - - = RIGHT OF WAY

THE PURPOSE OF THIS PLAT IS TO RECORD 28 LOTS, 1 COMMON OPEN SPACE, STORM EASEMENTS, AND PUBLIC RIGHT OF WAY.

**REVIEW OFFICER CERTIFICATION**  
 STATE OF NORTH CAROLINA,  
 COUNTY OF CABARRUS

*Greg Belk*  
 REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

*Greg Belk (by osh)* 5/29/19  
 REVIEW OFFICER DATE



ZONED RC-CD  
 LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS  
 MIN. FRONT SETBACK - 20'  
 MIN. SIDE YARD - 7'  
 MIN. REAR YARD - 5'

#4 REBAR FOUND  
 NC GRID COORDS  
 (NAD 83/2011)  
 N: 593489.75 US FT  
 E: 1519189.40 US FT

NGS MONUMENT "POOLE"  
 NC GRID COORDS  
 (NAD 83/2011)  
 N: 589,264.77 US FT  
 E: 1,519,664.61 US FT  
 CGF: 0.99984875

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

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

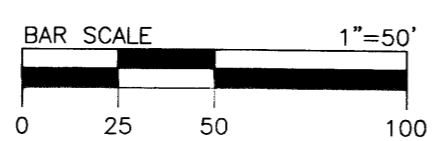
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE:  
 CLASS OF SURVEY: A  
 POSITIONAL ACCURACY: 0.07  
 TYPE OF GPS FIELD PROCEDURE: NCVRS  
 DATE OF SURVEY: 9/22/2016  
 DATUM/EPOCH: NAD83/2011  
 PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
 GEOD MODEL: GEOD 12B  
 COMBINED GRID FACTOR(S): 0.99984875  
 UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS DAY OF MAY, 2019.

*William P. Finke*  
 WILLIAM P. FINKE, NCPLS L-4161

SEE SHEET 3 OF 3 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS

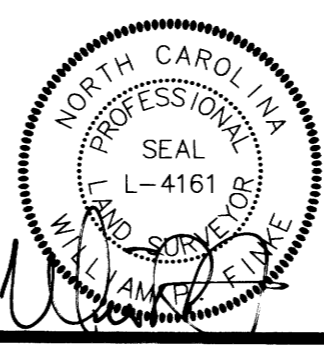


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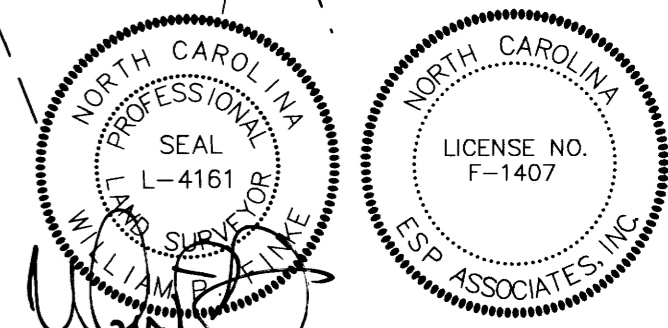
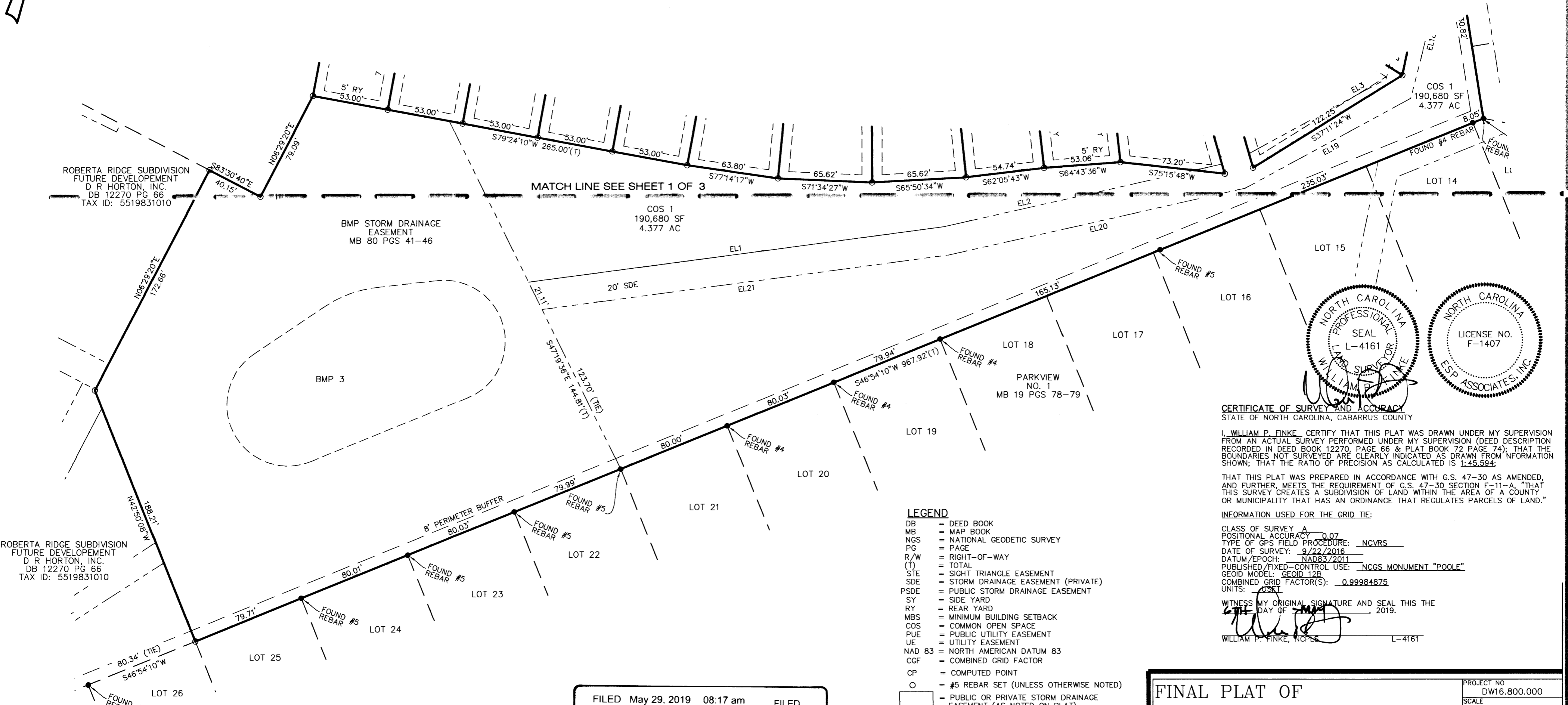
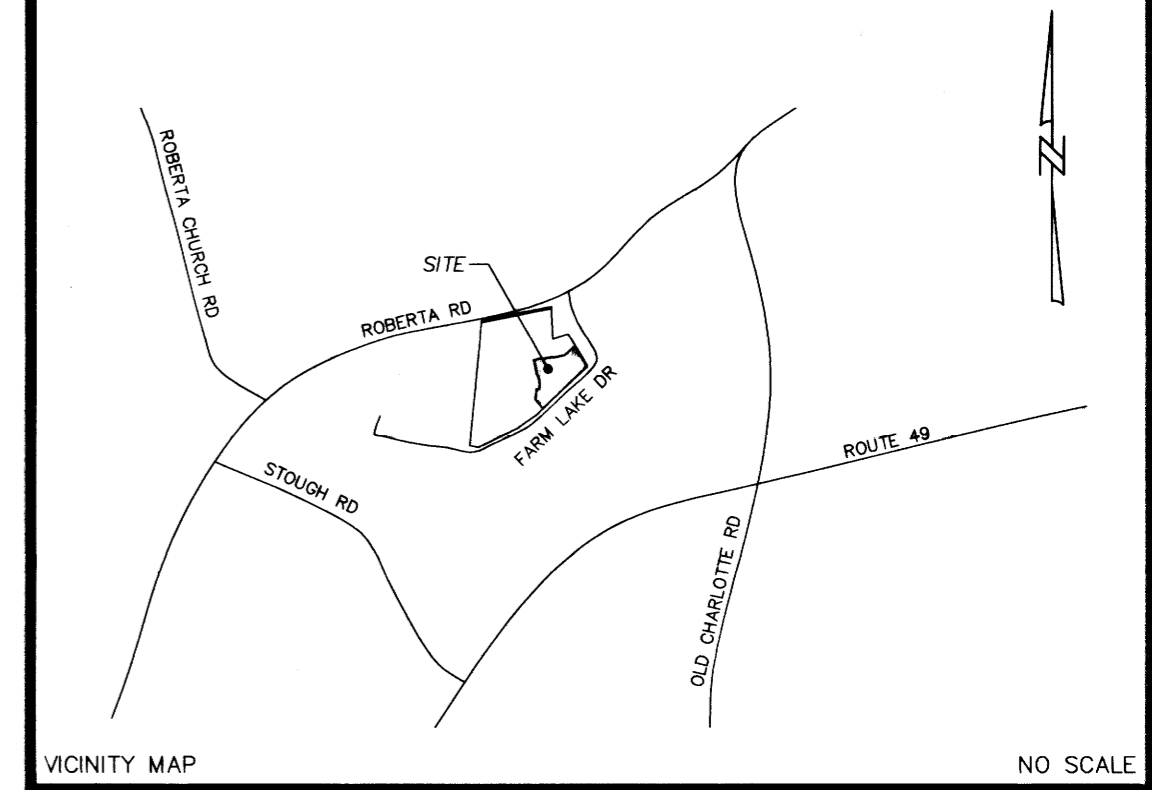
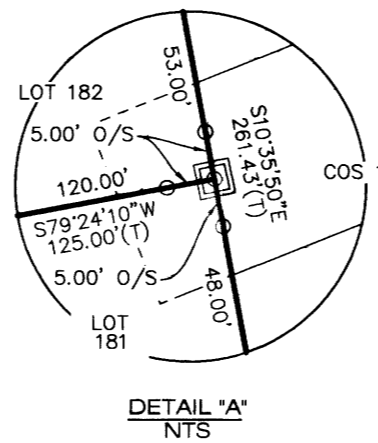
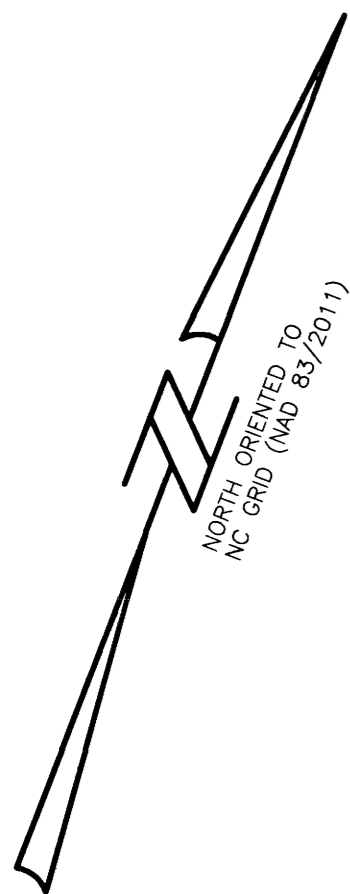
ESP ASSOCIATES, INC.



ESP Associates, Inc.  
 20484 Chartwell Center Dr.  
 Suite D  
 Cornelius, NC 28031  
 704-990-9428  
 www.espassociates.com



<b>FINAL PLAT OF</b>		PROJECT NO DW16.800.000
<b>ROBERTA RIDGE SUBDIVISION</b>		SCALE 1"=50'
<b>PHASE 1 MAP 4</b>		DATE 5/6/19
LOCATED IN: CITY OF CONCORD		DRAWN BY MEF
NO. 2 TOWNSHIP		CHECKED BY WPF
CABARRUS COUNTY, NORTH CAROLINA		DATE SURVEYED MAY 2019
CLIENT/OWNER: <b>D.R. HORTON, INC.</b>		DRAWING NO DW16.800 ROBERTA RIDGE PH 1 PLAT-M4.DWG
8001 ARROW RIDGE BLVD. CHARLOTTE, NC 28273 PHONE: 704-345-1034		EXCISE TAX \$0.00
SHEET 1 OF 3		FILED MAY 29 2019 08:17 am CABARRUS COUNTY NC PAGE 0074 THRU 0074 INSTRUMENT # 12893 REGISTER OF DEEDS



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

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;  
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

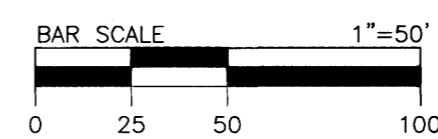
INFORMATION USED FOR THE GRID TIE:  
CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.07  
TYPE OF GPS FIELD PROCEDURE: NCVRS  
DATE OF SURVEY: 9/22/2016  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
GEOID MODEL: GEOID 12B  
COMBINED GRID FACTOR(S): 0.99984875  
UNITS: USFT  
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE DAY OF MAY, 2019.  
WILLIAM P. FINKE, NCPSS L-4161

- LEGEND  
DB = DEED BOOK  
MB = MAP BOOK  
NGS = NATIONAL GEODETIC SURVEY  
PG = PAGE  
R/W = RIGHT-OF-WAY  
(T) = TOTAL  
STE = SIGHT TRIANGLE EASEMENT  
SDE = STORM DRAINAGE EASEMENT (PRIVATE)  
PSDE = PUBLIC STORM DRAINAGE EASEMENT  
SY = SIDE YARD  
RY = REAR YARD  
MBS = MINIMUM BUILDING SETBACK  
COS = COMMON OPEN SPACE  
PUE = PUBLIC UTILITY EASEMENT  
UE = UTILITY EASEMENT  
NAD 83 = NORTH AMERICAN DATUM 83  
CGF = COMBINED GRID FACTOR  
CP = COMPUTED POINT  
O = #5 REBAR SET (UNLESS OTHERWISE NOTED)  
[Symbol] = PUBLIC OR PRIVATE STORM DRAINAGE EASEMENT (AS NOTED ON PLAT)  
[Symbol] = PUBLIC UTILITY EASEMENT  
[Symbol] = BOUNDARY/LOT LINE  
[Symbol] = ADJOINER  
[Symbol] = EASEMENT LINE  
[Symbol] = RIGHT OF WAY

FILED May 29, 2019 08:17 am FILED  
BOOK 00080 CABARRUS  
PAGE 0075 THRU 0075 COUNTY NC  
INSTRUMENT # 12894 WAYNE NIXON  
EXCISE TAX \$0.00 REGISTER  
OF DEEDS

REVIEW OFFICER CERTIFICATION  
STATE OF NORTH CAROLINA,  
COUNTY OF CABARRUS  
I, Grea Belk REVIEW OFFICER OF CABARRUS  
COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED  
MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
Grea Belk (by ssh) 5/29/19  
REVIEW OFFICER DATE

SEE SHEET 3 OF 3 FOR GENERAL  
NOTES, LINE & CURVE TABLES,  
EASEMENT LINE & CURVE TABLES AND  
ADDITIONAL CERTIFICATIONS



ROBERTA RIDGE SUBDIVISION  
FUTURE DEVELOPMENT  
D R HORTON, INC.  
DB 12270 PG 66  
TAX ID: 5519831010

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Cornelius, NC 28031  
704-990-9428  
www.espassociates.com



FINAL PLAT OF  
ROBERTA RIDGE SUBDIVISION  
PHASE 1 MAP 4  
LOCATED IN: CITY OF CONCORD  
NO. 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA  
CLIENT/OWNER:

D.R. HORTON, INC.  
8001 ARROW RIDGE BLVD.  
CHARLOTTE, NC 28273  
PHONE: 704-345-1034

PROJECT NO	DW16.800.000
SCALE	1"=50'
DATE	5/6/19
DRAWN BY	MEF
CHECKED BY	WPF
DATE SURVEYED	MAY 2019
DRAWING NO	DW16.800 ROBERTA RIDGE PH 1 PLAT-M4.DWG
SHEET 2 OF 3	

CURVE TABLE				
CURVE #	RADIUS	LENGTH	BEARING	CHORD
C1	30.00	47.12	N 34°24'10" E	42.43
C2	525.00	45.22	N 76°56'07" E	45.21
C3	525.00	53.02	N 71°34'27" E	53.00
C4	525.00	53.02	N 65°47'15" E	53.00
C5	525.00	7.32	N 62°29'42" E	7.32
C6	25.00	11.13	N 74°50'47" E	11.04
C7	25.00	12.42	S 78°10'10" E	12.29
C8	60.00	51.53	S 88°32'33" E	49.96
C9	60.00	20.16	N 57°13'34" E	20.07
C10	60.00	38.43	N 29°14'57" E	37.78
C11	60.00	40.58	N 8°28'48" W	39.82
C12	60.00	38.79	N 46°22'51" W	38.12
C13	60.00	38.79	N 83°25'39" W	38.12
C14	60.00	63.82	S 47°34'47" W	60.85
C15	60.00	9.41	S 12°37'07" W	9.40
C16	25.00	23.55	S 35°06'41" W	22.69
C17	475.00	7.26	S 62°31'59" W	7.26
C18	475.00	63.56	S 66°48'16" W	63.52
C19	475.00	64.64	S 74°32'11" W	64.59
C20	475.00	8.03	S 78°55'07" W	8.03
C21	30.00	47.12	N 55°35'50" W	42.43

Easement Line Table		
Line #	Direction	Length
EL1	N 61°22'08" E	291.76
EL2	N 56°19'26" E	198.38
EL3	N 40°29'06" E	108.63
EL4	N 6°56'31" W	70.46
EL5	N 30°07'01" W	160.32
EL6	N 83°25'39" W	122.24
EL7	S 52°27'54" W	100.17
EL8	S 74°20'01" W	76.50
EL9	S 68°14'56" W	130.76
EL10	N 21°45'04" W	20.00
EL11	N 68°14'56" E	123.07
EL12	N 10°35'50" W	9.87
EL13	S 10°35'50" E	8.05
EL14	N 74°20'01" E	62.24
EL15	N 52°27'54" E	104.41
EL16	S 83°25'39" E	140.38
EL17	S 30°07'01" E	174.46
EL18	S 6°56'31" E	83.34
EL19	S 40°29'06" W	131.18
EL20	S 56°19'26" W	211.32
EL21	S 61°22'08" W	285.87
EL22	N 37°23'46" W	103.93'
EL23	S 37°23'46" E	100.61'
EL24	S 53°47'29" E	25.79

Easement Curve Table				
Curve #	Radius	Length	Bearing	Chord
EC22	30.00	26.66	N 53°47'29" W	25.79
EC23	30.00	11.18	S 89°55'27" E	11.11



CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS

CITY OF CONCORD, ROBERTA RIDGE (SUBDIVISION), ROAN STREET SW AND MELON COLONY AVENUE SW (STREETS), D.R. HORTON, INC. (SUBDIVIDER).

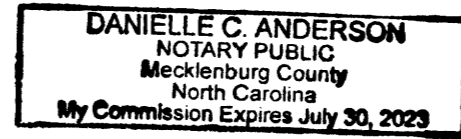
I HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR AUTHORIZED REPRESENTATIVE AND WILL CONFORM WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH 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: Dan E. Brewer 17582 5/6/19  
REGISTERED PROFESSIONAL ENGINEER REGISTRATION NO. DATE

NOTARY CERTIFICATION

Mecklenburg COUNTY, NORTH CAROLINA  
I, Danielle C. Anderson A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Dan E. Brewer PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 6th DAY OF May, 2019.  
Danielle C. Anderson  
NOTARY PUBLIC  
7-30-2023  
MY COMMISSION EXPIRES:



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.

May 29, 19 M. Sue Hoppe  
DATE DIRECTOR OF ENGINEERING

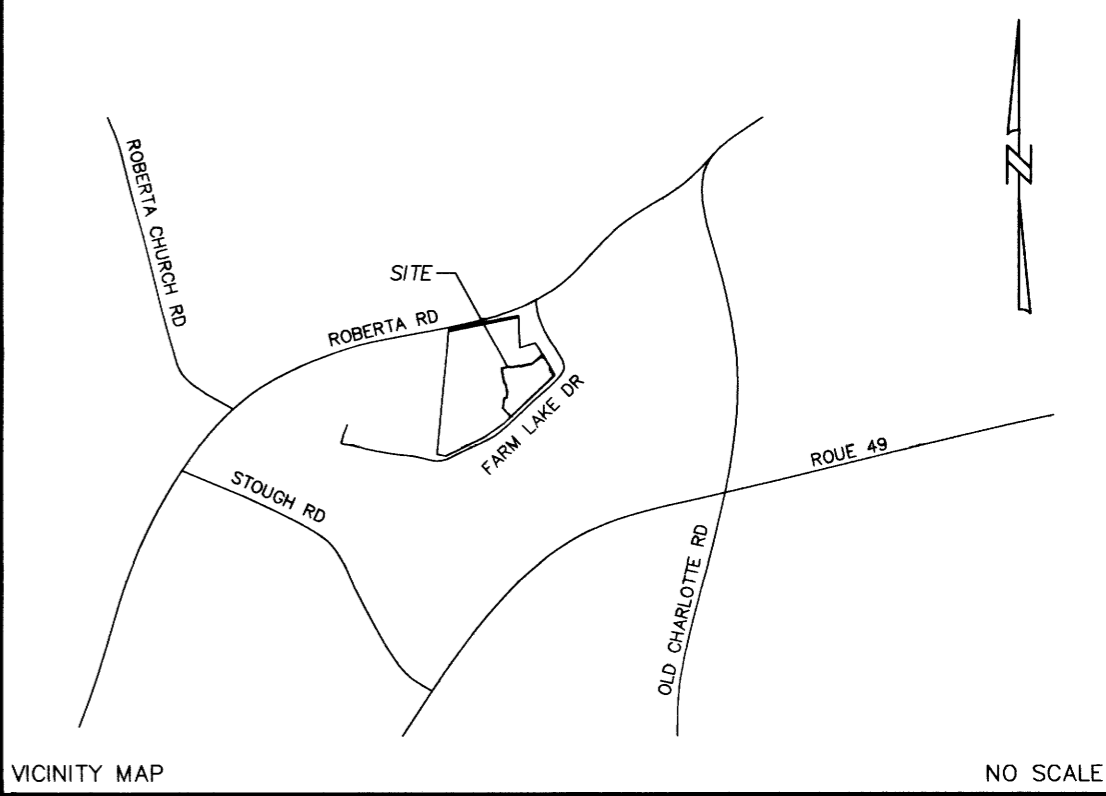
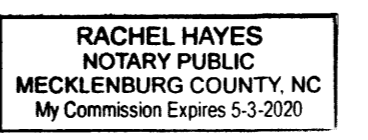
CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE 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.

BY: D.R. Horton, Inc. 5/7/19  
DATE

NOTARY CERTIFICATION

CABARRUS COUNTY, Gaston  
NORTH CAROLINA  
I, Rachel Hayes A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Kristin Bickman PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 7 DAY OF May, 2019.  
Rachel Hayes  
NOTARY PUBLIC  
5-3-2020  
MY COMMISSION EXPIRES:



VICINITY MAP NO SCALE

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

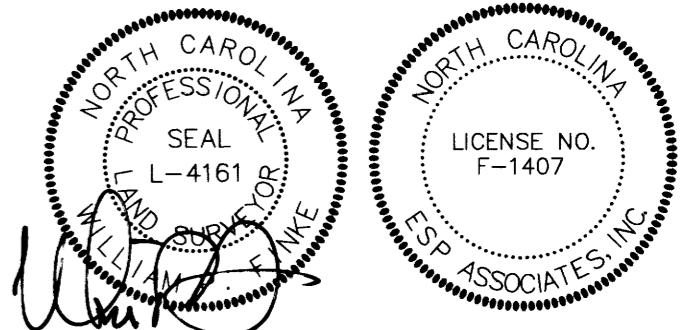
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON: Dec. 13 2018  
5-28-19 Jim J. Deason  
DATE CITY CLERK

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA, CABARRUS COUNTY  
I, Greg Belk REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
Greg Belk (bysch) 5/29/19  
REVIEW OFFICER DATE

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, CABARRUS COUNTY  
I, WILLIAM P. FINKE CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;  
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."  
INFORMATION USED FOR THE GRID TIE:  
CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.07  
TYPE OF GPS FIELD PROCEDURE: NCVRS  
DATE OF SURVEY: 9/22/2016  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
GEOID MODEL: GEOID 12B  
COMBINED GRID FACTOR(S): 0.99984875  
UNITS: USE1  
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 5/29/19 DATE OF 2019  
William P. Finke  
WILLIAM P. FINKE, NCPS L-4161



FILED May 29, 2019 08:17 am FILED  
BOOK 00080 CABARRUS COUNTY NC  
PAGE 0076 THRU 0076 WAYNE NIXON  
INSTRUMENT # 12895 REGISTER  
EXCISE TAX \$0.00 OF DEEDS

FINAL PLAT OF  
ROBERTA RIDGE SUBDIVISION  
PHASE 1 MAP 4  
LOCATED IN: CITY OF CONCORD  
NO. 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA  
CLIENT/OWNER:  
**D.R. HORTON, INC.**  
8001 ARROW RIDGE BLVD.  
CHARLOTTE, NC 28273  
PHONE: 704-345-1034

PROJECT NO	DW16.800.000
SCALE	N/A
DATE	5/6/19
DRAWN BY	MEF
CHECKED BY	WPF
DATE SURVEYED	MAY 2019
DRAWING NO	DW16.800 ROBERTA RIDGE PH 1 PLAT-M4.DWG

SHEET 3 OF 3

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 ROBERTA RIDGE PHASE 1 MAP 4 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON:  
5-23-19 2019.  
5-28-19  
DATE DEVELOPMENT SERVICES DIRECTOR

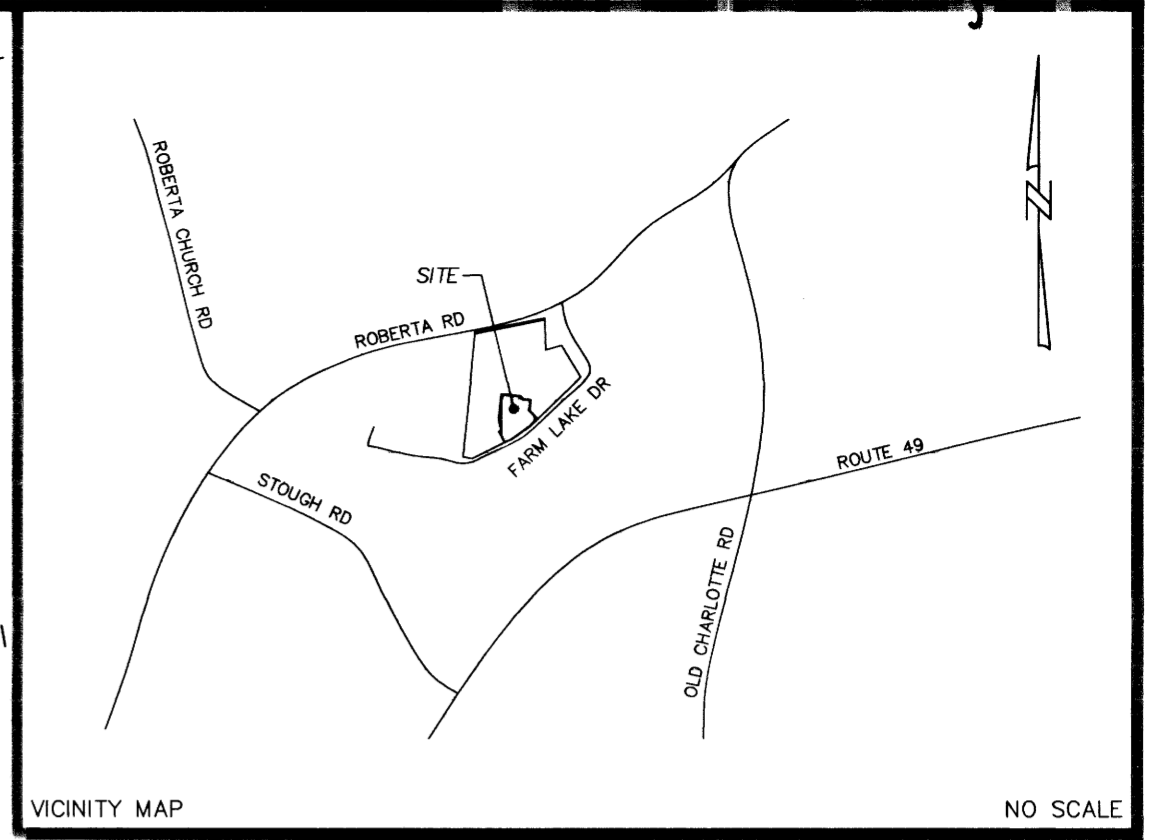
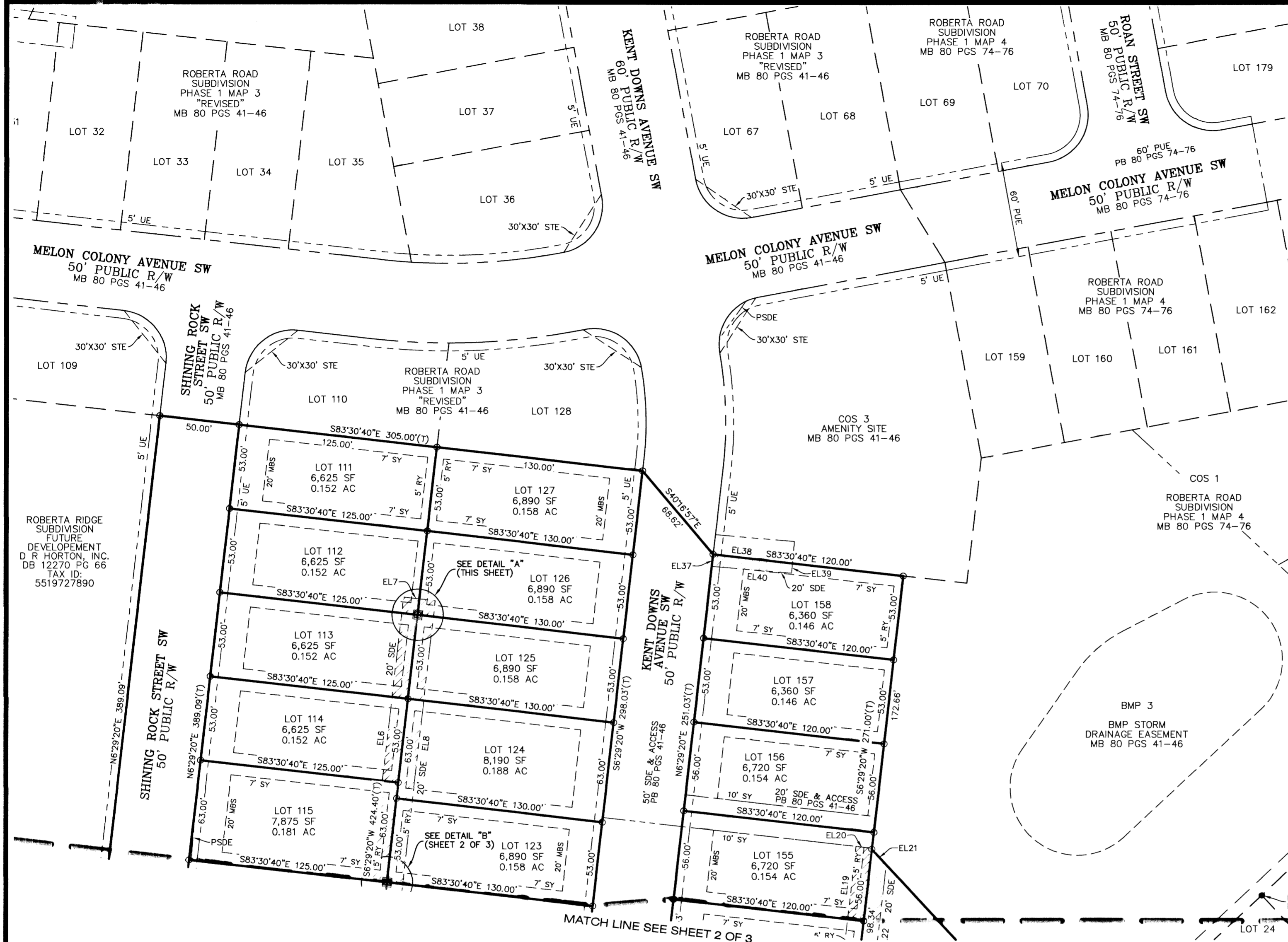
CERTIFICATE OF FEE PAYMENT  
I HEREBY CERTIFY THAT ALL FEES FOR THE ROBERTA RIDGE PHASE 1 MAP 4 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.  
5/28/19  
DATE FINANCE DIRECTOR

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ESP ASSOCIATES, INC.  
ESP Associates, Inc.  
20484 Chartwell Center Dr.  
Suite D  
Cornelius, NC 28031  
704-990-9428  
www.espassociates.com

NOTES  
THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY NOT OBSERVED.  
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.  
#5 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.  
AREA COMPUTED BY COORDINATE METHOD.  
TOTAL ACREAGE ENCOMPASSED BY THIS MAP IS 10.218 ACRES.  
TOTAL NUMBER OF LOTS INCLUDED ON THIS MAP IS 28.  
UNADJUSTED RATIO OF PRECISION IS 1:45,594  
SUBJECT TRACT TAX ID: 5519-83-1010  
SUBJECT TRACT DEED/PLAT REFERENCE: DB 12270 PG 66, MB 72 PGS 24-26.  
THIS PROPERTY IS ZONED RC-CD.  
PROPERTY IS GRAPHICALLY LOCATED WITHIN THE X ZONE (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS PER F.I.R.M. COMMUNITY PANEL #3710551900J, DATED NOVEMBER 5, 2008  
CITY WATER AND SEWER SERVICE IS AVAILABLE TO ALL LOTS SHOWN HEREON.  
A 30' RADIUS IS DEDICATED AT ALL INTERSECTIONS.  
A 25' RADIUS IS DEDICATED AT THE INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE.  
COMMON OPEN SPACE SHOWN HEREON IS ACTIVE.

DESCRIPTION	LOT AREA	# OF LOTS	COMMON AREA	STREET DEDICATION	STREET LF	TOTAL AC
LOTS	4.703 AC	28				
COS 1			4.377 AC			
MELON COLONY AVENUE SW				0.872 AC	650 LF	
ROAN STREET SW				0.266 AC	224 LF	
TOTAL	4.703 AC		4.377 AC	1.138 AC	874 LF	10.218 AC



**REVIEW OFFICER CERTIFICATION**  
 STATE OF NORTH CAROLINA,  
 COUNTY OF CABARRUS

I, Greg Bell REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Greg Bell (AS) REVIEW OFFICER  
 12/18/19 DATE

- LEGEND**
- DB = DEED BOOK
  - MB = MAP BOOK
  - NGS = NATIONAL GEODETIC SURVEY
  - PG = PAGE
  - R/W = RIGHT-OF-WAY
  - (T) = TOTAL
  - STE = SIGHT TRIANGLE EASEMENT
  - SDE = STORM DRAINAGE EASEMENT (PRIVATE-TO BE MAINTAINED BY HOMEOWNERS)
  - PSDE = PUBLIC STORM DRAINAGE EASEMENT
  - SY = SIDE YARD
  - RY = REAR YARD
  - MBS = MINIMUM BUILDING SETBACK
  - COS = COMMON OPEN SPACE
  - PUE = PUBLIC UTILITY EASEMENT
  - UE = UTILITY EASEMENT
  - NAD 83 = NORTH AMERICAN DATUM 83
  - CGF = COMBINED GRID FACTOR
  - O = #5 REBAR SET (UNLESS OTHERWISE NOTED)
  - [Hatched Box] = PUBLIC STORM DRAINAGE EASEMENT/STORM DRAINAGE EASEMENT (PRIVATE)
  - [Dashed Line] = BOUNDARY/LOT LINE
  - [Dotted Line] = ADJOINER
  - [Long Dashed Line] = EASEMENT LINE
  - [Short Dashed Line] = RIGHT OF WAY

SEE SHEET 3 OF 3 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS

THE PURPOSE OF THIS PLAT IS TO RECORD 31 LOTS, 1 COMMON OPEN SPACE, STORM EASEMENTS, AND PUBLIC RIGHT OF WAY.

ZONED RC-CD  
 LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS:  
 MIN. FRONT SETBACK - 20'  
 MIN. SIDE YARD - 7'  
 MIN. REAR YARD - 5'

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ESP ASSOCIATES, INC.

ESP Associates, Inc.  
 20484 Chantwell Center Dr.  
 Suite D  
 Cornelius, NC 28031  
 704-990-9428  
 www.espassociates.com

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

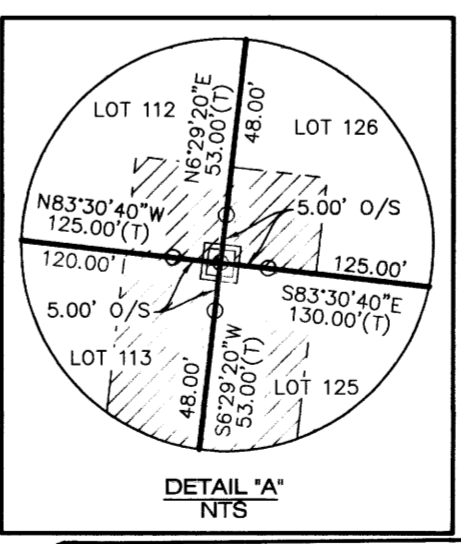
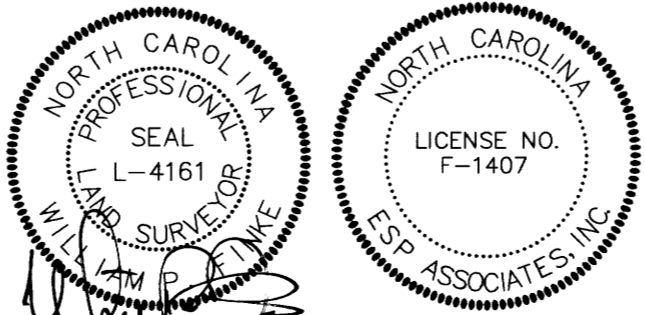
I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594.

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A. THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

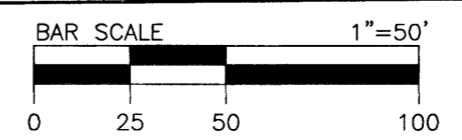
INFORMATION USED FOR THE GRID TIE:  
 CLASS OF SURVEY: A  
 POSITIONAL ACCURACY: 0.07  
 TYPE OF GPS FIELD PROCEDURE: NCVRS  
 DATE OF SURVEY: 8/22/2019  
 DATUM/EPOCH: NAD83/2011  
 PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
 GEOID MODEL: GEOID 12B  
 COMBINED GRID FACTOR(S): 0.999984875  
 UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 28th DAY OF AUGUST, 2019.

WILLIAM P. FINKE, NCPLES L-4161



FILED Dec 18, 2019 08:59 am FILED  
 BOOK 00082 CABARRUS COUNTY NC  
 PAGE 0087 THRU 0087 WAYNE NIXON  
 INSTRUMENT # 35322 REGISTER OF DEEDS  
 EXCISE TAX \$0.00



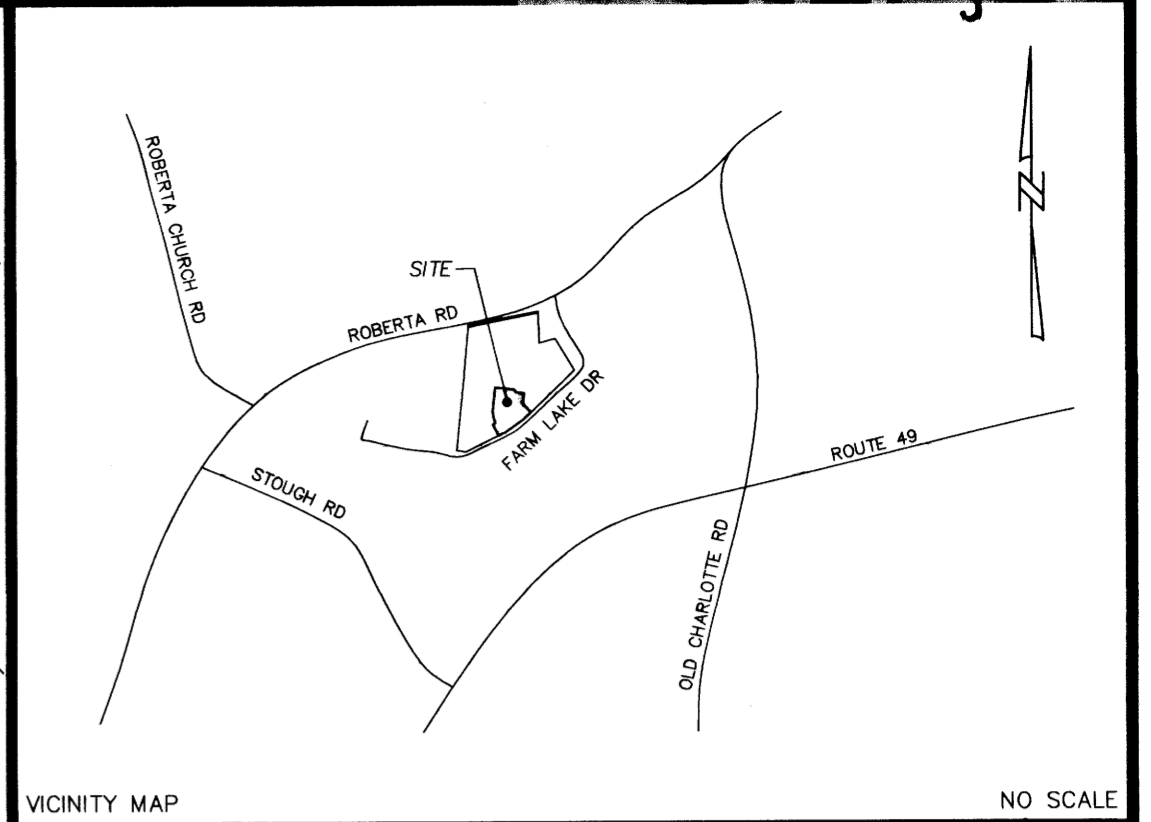
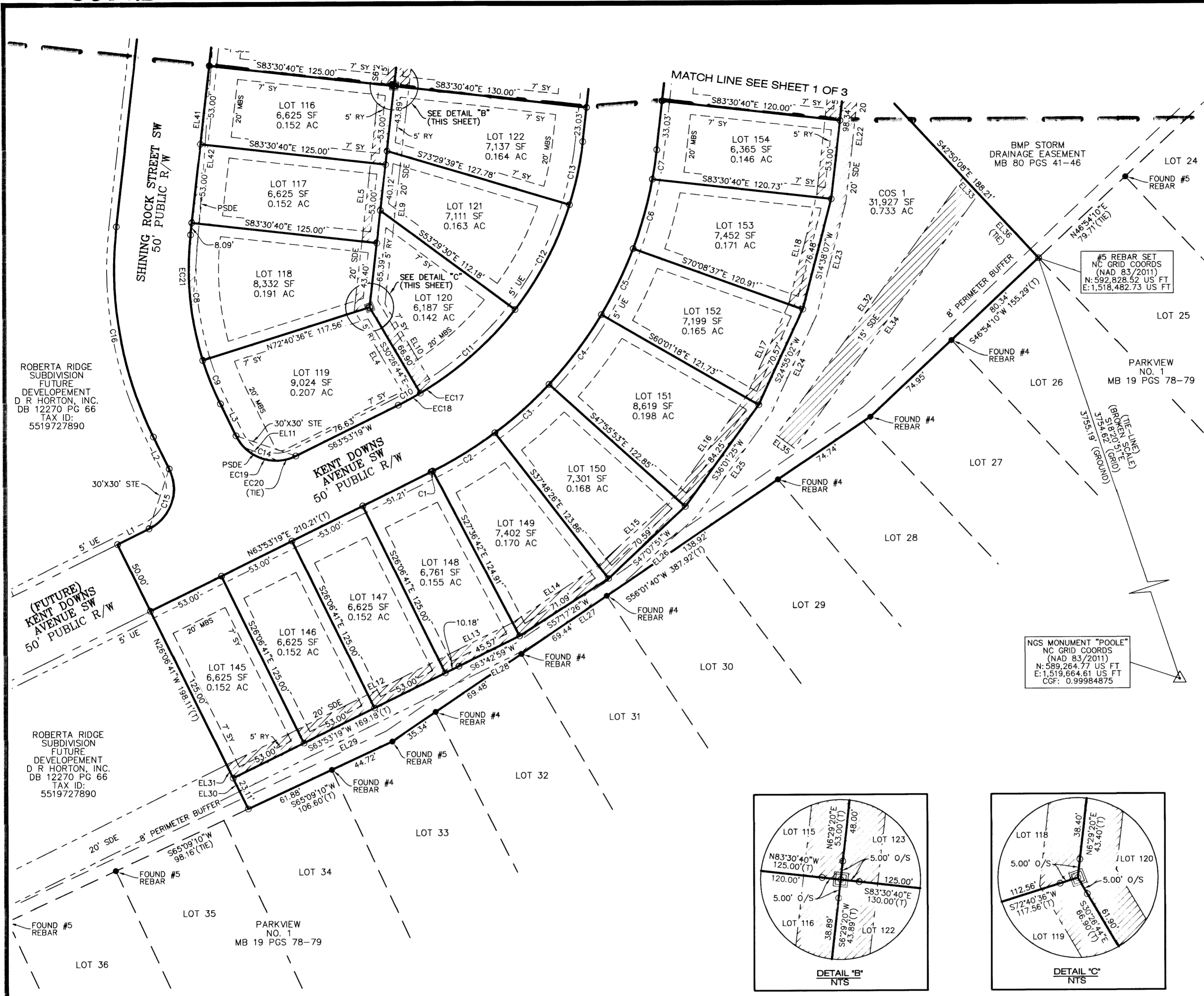
NO.	DATE	REVISION	BY

**FINAL PLAT OF**  
**ROBERTA RIDGE SUBDIVISION**  
**PHASE 1 MAP 5**  
 LOCATED IN: CITY OF CONCORD  
 NO. 2 TOWNSHIP  
 CABARRUS COUNTY, NORTH CAROLINA

CLIENT/OWNER:  
**D.R. HORTON, INC.**  
 8001 ARROW RIDGE BLVD.  
 CHARLOTTE, NC 28273  
 PHONE: 704-345-1034

PROJECT NO: DW16.800.000  
 SCALE: 1"=50'  
 DATE: 8/28/19  
 DRAWN BY: RLS  
 CHECKED BY: WPF  
 DATE SURVEYED: AUGUST 2019  
 DRAWING NO: DW16.800 ROBERTA RIDGE PH1 PLAT-M5.DWG

SHEET 1 OF 3



**REVIEW OFFICER CERTIFICATION**  
 STATE OF NORTH CAROLINA,  
 COUNTY OF CABARRUS

I, Greg Bell, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

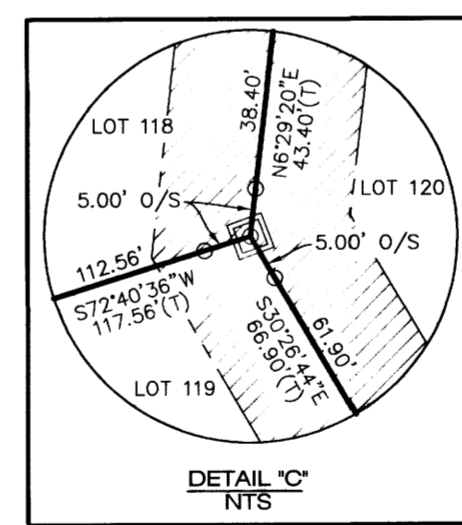
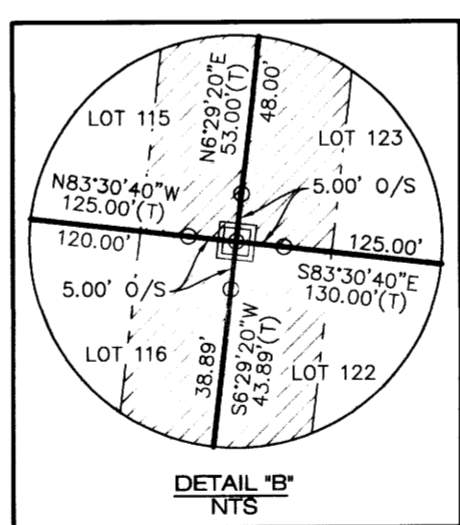
Greg Bell (Signature)  
 REVIEW OFFICER

12/18/19  
 DATE

- LEGEND**
- DB = DEED BOOK
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  - = BOUNDARY/LOT LINE
  - - - = ADJOINER
  - - - - - = EASEMENT LINE
  - - - - - = RIGHT OF WAY



NGS MONUMENT "POOLE"  
 NC GRID COORDS  
 (NAD 83/2011)  
 N: 589,264.77 US FT  
 E: 1,519,664.61 US FT  
 CGF: 0.99984875



SEE SHEET 3 OF 3 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS

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

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

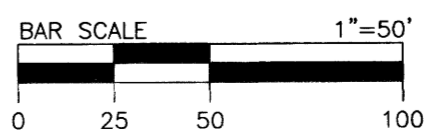
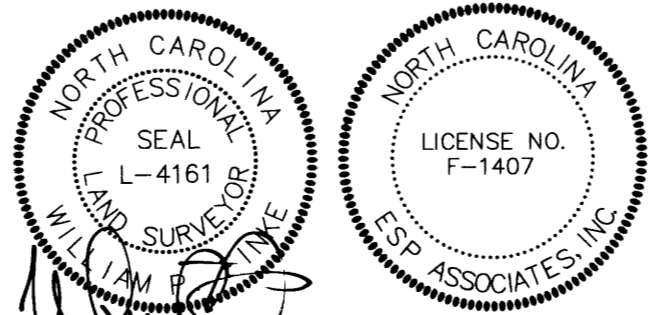
FILED Dec 18, 2019 08:59 am FILED  
 BOOK 00082 CABARRUS COUNTY NC  
 PAGE 0088 THRU 0088 WAYNE NIXON  
 INSTRUMENT # 35323 REGISTER  
 EXCISE TAX \$0.00 OF DEEDS

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INFORMATION USED FOR THE GRID TIE:  
 CLASS OF SURVEY: A  
 POSITIONAL ACCURACY: 0.07  
 TYPE OF GPS FIELD PROCEDURE: NCVRS  
 DATE OF SURVEY: 9/22/2016  
 DATUM/EPOCH: NAD83/2011  
 PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
 GEOD MODEL: GEOD 12B  
 COMBINED GRID FACTOR(S): 0.99984875  
 UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 18th DAY OF December 2019.  
 WILLIAM P. FINKE, NCPLS L-4161



NO.	DATE	REVISION	BY

FINAL PLAT OF  
 ROBERTA RIDGE SUBDIVISION  
 PHASE 1 MAP 5  
 LOCATED IN: CITY OF CONCORD  
 NO. 2 TOWNSHIP  
 CABARRUS COUNTY, NORTH CAROLINA  
 CLIENT/OWNER:  
**D.R. HORTON, INC.**  
 8001 ARROW RIDGE BLVD.  
 CHARLOTTE, NC 28273  
 PHONE: 704-345-1034

PROJECT NO: DW16.800.000  
 SCALE: 1"=50'  
 DATE: 8/28/19  
 DRAWN BY: RLS  
 CHECKED BY: WPF  
 DATE SURVEYED: AUGUST 2019  
 DRAWING NO: DW16.800 ROBERTA RIDGE PH1 PLAT-M5.DWG

SHEET 2 OF 3

DATE: 8/28/2019 4:26 PM DRAWING NAME: X:\PROJECTS\DW16.800\_DR\_HORTON\ROBERTA RIDGE\PLATS\DW16.800 ROBERTA RIDGE PH1 PLAT-M5.DWG UPDATED BY: Steve Stewart



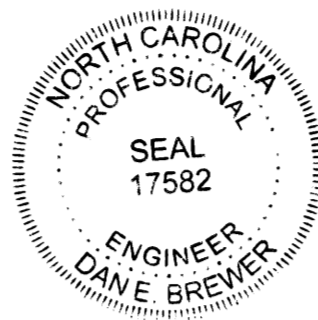
Curve Table				
Curve #	Radius	Length	Bearing	Chord
C1	275.00	1.27	N 63°45'24" E	1.27
C2	275.00	49.06	N 58°30'51" E	48.99
C3	275.00	48.89	N 48°18'37" E	48.83
C4	275.00	58.61	N 37°06'39" E	58.50
C5	275.00	49.24	N 25°52'30" E	49.18
C6	275.00	48.44	N 15°41'58" E	48.38
C7	275.00	19.99	N 8°34'16" E	19.98
C8	205.00	85.20	S 5°25'02" E	84.59
C9	205.00	31.44	S 21°43'02" E	31.41
C10	225.00	17.02	N 61°43'17" E	17.02
C11	225.00	85.23	N 48°42'09" E	84.72
C12	225.00	79.80	N 27°41'23" E	79.38
C13	225.00	43.36	N 12°00'33" E	43.29
C14	30.00	47.12	S 71°06'41" E	42.43
C15	30.00	47.12	N 18°53'19" E	42.43
C16	255.00	145.09	S 9°48'40" E	143.14

Parcel Line Table		
Line #	Direction	Length
L1	N 63°53'19" E	23.58
L2	N 26°06'41" W	24.00
L3	S 26°06'41" E	24.00

Easement Line Table		
Line #	Direction	Length
EL4	N 30°26'44" W	70.02
EL5	N 6°29'20" E	152.74
EL6	N 6°29'20" E	179.00
EL7	S 83°30'40" E	20.00
EL8	S 6°29'20" W	179.00
EL9	S 6°29'20" W	146.06
EL10	S 30°26'44" E	63.34
EL11	S 68°29'00" E	24.47
EL12	N 63°53'19" E	158.99
EL13	N 63°44'52" E	55.17
EL14	N 56°27'17" E	69.55
EL15	N 47°58'40" E	68.64
EL16	N 36°01'25" E	82.31
EL17	N 24°55'02" E	68.70
EL18	N 14°38'07" E	74.86
EL19	N 6°29'20" E	98.29
EL20	S 83°30'40" E	9.23
EL21	S 42°50'08" E	14.20
EL22	S 6°29'20" W	90.45
EL23	S 14°38'07" W	78.09

Easement Line Table		
Line #	Direction	Length
EL24	S 24°55'02" W	72.45
EL25	S 36°01'25" W	86.19
EL26	S 47°56'03" W	72.37
EL27	S 56°29'17" W	72.46
EL28	S 63°44'52" W	56.33
EL29	S 63°53'19" W	159.01
EL30	N 26°06'41" W	10.00
EL31	N 26°06'41" W	10.00
EL32	N 36°06'49" E	213.58
EL33	S 42°50'08" E	15.28
EL34	S 36°06'49" W	210.65
EL35	N 53°53'11" W	15.00
EL36	S 42°50'08" E	58.84
EL37	N 6°29'20" E	7.61
EL38	S 83°30'40" E	50.10
EL39	S 4°53'52" W	6.22
EL40	N 85°06'08" W	50.29
EL41	N 6°29'20" E	154.30
EL42	S 4°33'52" W	207.40

Easement Curve Table				
Curve #	Radius	Length	Bearing	Chord
EC17	225.00	10.00	S 58°16'51" W	10.00
EC18	225.00	10.00	S 60°49'41" W	10.00
EC19	30.00	25.20	N 68°29'00" W	24.47
EC20	30.00	12.34	N 75°40'13" E	12.25
EC21	205.00	53.59	N 0°59'59" W	53.44



**CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS**

CITY OF CONCORD, ROBERTA RIDGE (SUBDIVISION), KENT DOWNS AVENUE SW AND SHINING ROCK STREET SW (STREETS), D.R. HORTON, INC. (SUBDIVIDER).

I HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR AUTHORIZED REPRESENTATIVE AND WILL CONFORM 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.

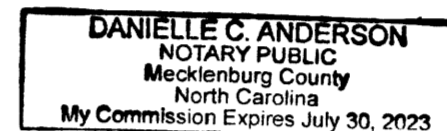
SIGNED: Dan E. Brewer 17582 8-28-19  
REGISTERED PROFESSIONAL ENGINEER REGISTRATION NO. DATE

**NOTARY CERTIFICATION**

DANIELLE C. ANDERSON, A NOTARY PUBLIC FOR SAID COUNTY

AND STATE, DO HEREBY CERTIFY THAT Dan E. Brewer PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 28th DAY OF August, 2019.

Danielle C. Anderson  
NOTARY PUBLIC



July 30, 2023  
MY COMMISSION EXPIRES:

**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.

12/17/19  
DATE W. Swartz DIRECTOR OF ENGINEERING

**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.

BY: J. Horton 9/4/19  
D.R. HORTON, INC. DATE

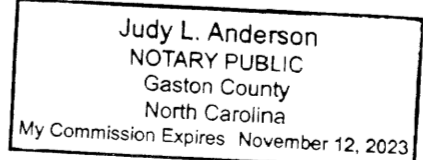
FILED Dec 18, 2019 08:59 am  
BOOK 00082  
PAGE 0089 THRU 0089  
INSTRUMENT # 35324  
EXCISE TAX \$0.00

**NOTARY CERTIFICATION**

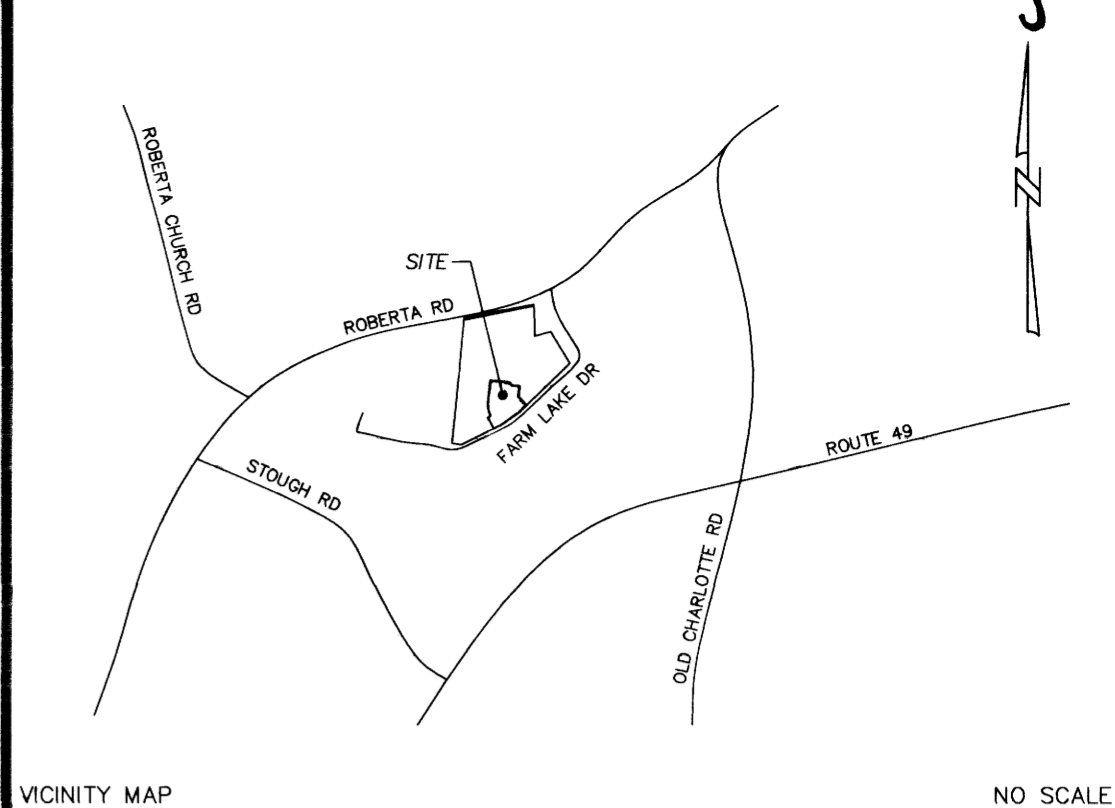
JUDY L. ANDERSON, A NOTARY PUBLIC FOR SAID COUNTY

AND STATE, DO HEREBY CERTIFY THAT Kristin Bickman PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 4 DAY OF September, 2019.

Judy L. Anderson  
NOTARY PUBLIC



NOV. 12, 2023  
MY COMMISSION EXPIRES:



**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:

Sept 12, 2019  
DATE Kim J. Dease CITY CLERK

**REVIEW OFFICER CERTIFICATION**

STATE OF NORTH CAROLINA, COUNTY OF CABARRUS

I, Greg Bell REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
Greg Bell 12/19/19  
REVIEW OFFICER DATE

**CERTIFICATE OF SURVEY AND ACCURACY**

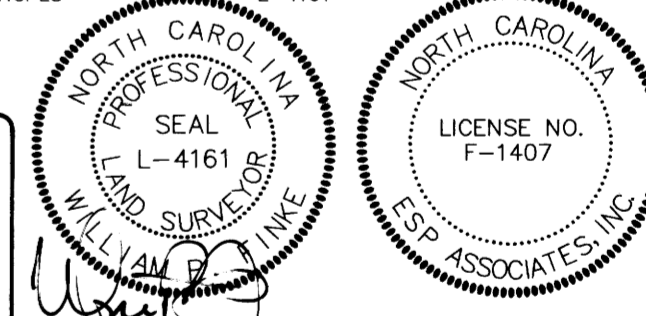
STATE OF NORTH CAROLINA, CABARRUS COUNTY  
I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594.

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE:  
CLASS OF SURVEY: A  
POSITIONAL ACCURACY: 0.07  
TYPE OF GPS FIELD PROCEDURE: NCVRS  
DATE OF SURVEY: 9/22/2016  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
GEOID MODEL: GEOID 12B  
COMBINED GRID FACTOR(S): 0.99984875  
UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 28th DAY OF August, 2019.

William P. Finke  
WILLIAM P. FINKE, NCEPLS L-4161



**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 ROBERTA RIDGE PHASE 1 MAP 5 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON:

Dec 12, 2019  
10/10/19 DATE K. Akly DEVELOPMENT SERVICES DIRECTOR

**CERTIFICATE OF FEE PAYMENT**

I HEREBY CERTIFY THAT ALL FEES FOR THE ROBERTA RIDGE PHASE 1 MAP 5 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

12/18/19 DATE Jessica Jones DEPUTY FINANCE DIRECTOR

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Cornelius, NC 28031  
704-990-9428  
www.espassociates.com

**NOTES**

- THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY NOT OBSERVED.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- #5 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- AREA COMPUTED BY COORDINATE METHOD.
- TOTAL ACREAGE ENCOMPASSED BY THIS MAP IS 7.254 ACRES.
- TOTAL NUMBER OF LOTS INCLUDED ON THIS MAP IS 31.
- UNADJUSTED RATIO OF PRECISION IS 1:45,594.
- SUBJECT TRACT TAX ID: 5519-72-7890
- SUBJECT TRACT DEED/PLAT REFERENCE: DB 12270 PG 66, MB 72 PGs 24-26.
- THIS PROPERTY IS ZONED RC-CD.
- PROPERTY IS GRAPHICALLY LOCATED WITHIN THE X ZONE (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS PER F.I.R.M. COMMUNITY PANEL #3710551900K, DATED NOVEMBER 16, 2018.
- CITY WATER AND SEWER SERVICE IS AVAILABLE TO ALL LOTS SHOWN HEREON.
- A 30' RADIUS IS DEDICATED AT ALL INTERSECTIONS.
- A 25' RADIUS IS DEDICATED AT THE INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE.
- COMMON OPEN SPACE SHOWN HEREON IS ACTIVE.

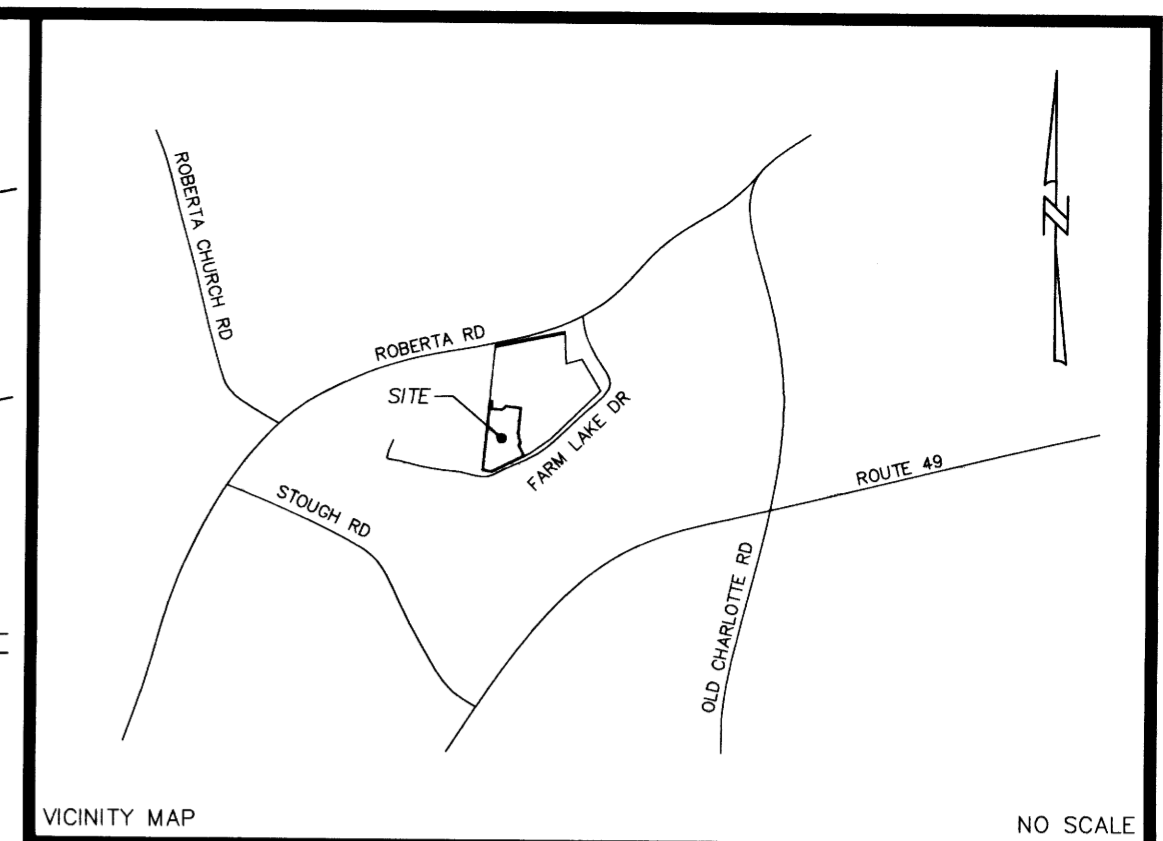
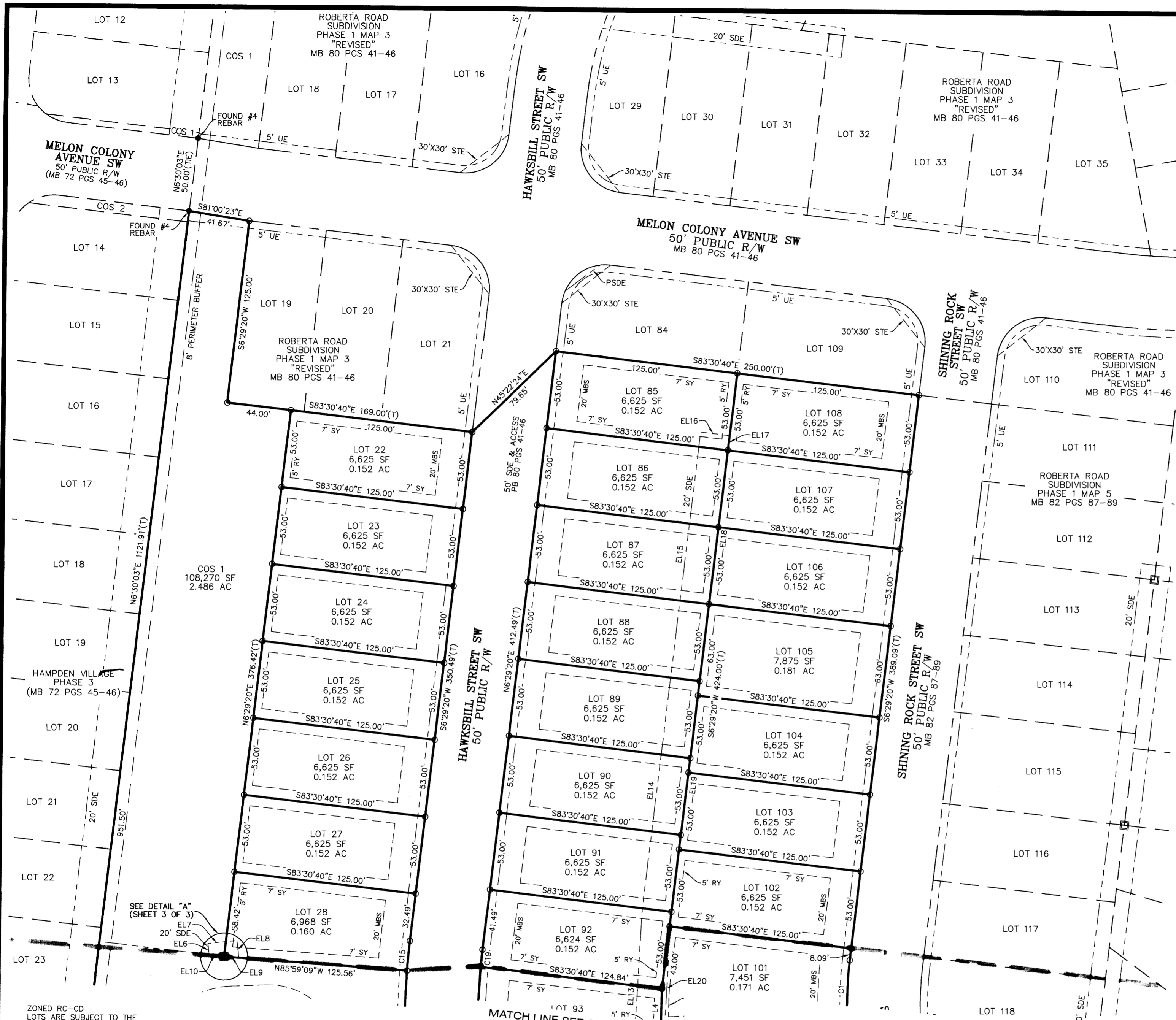
DESCRIPTION	LOT AREA	#OF LOTS	COMMON AREA	STREET DEDICATION	STREET LF	TOTAL AC
LOTS	5.009 AC	31				
COS 1			0.733 AC			
SHINING ROCK STREET SW				0.668 AC	599 LF	
KENT DOWNS AVENUE SW				0.844 AC	735 LF	
TOTAL	5.009 AC	31	0.733 AC	1.512 AC	1334 LF	7.254 AC

NO.	DATE	REVISION	BY

FINAL PLAT OF  
ROBERTA RIDGE SUBDIVISION  
PHASE 1 MAP 5  
LOCATED IN: CITY OF CONCORD  
NO. 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA  
CLIENT/OWNER:  
**D.R. HORTON, INC.**  
8001 ARROW RIDGE BLVD.  
CHARLOTTE, NC 28273  
PHONE: 704-345-1034

PROJECT NO	DW16.800.000
SCALE	N/A
DATE	8/28/19
DRAWN BY	RLS
CHECKED BY	WPF
DATE SURVEYED	AUGUST 2019
DRAWING NO	DW16.800.ROBERTA RIDGE PH1 PLAT-M5.DWG

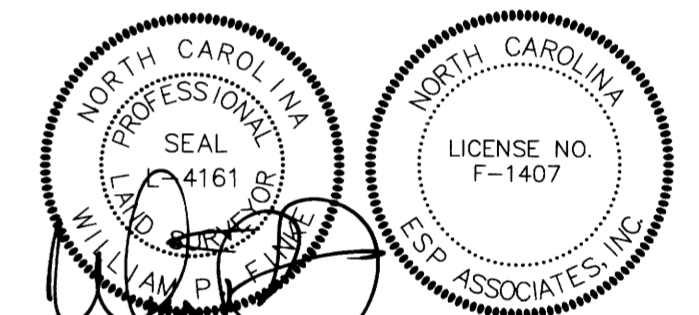
SHEET 3 OF 3



**REVIEW OFFICER CERTIFICATION**  
 STATE OF NORTH CAROLINA,  
 COUNTY OF CABARRUS

*Grea Belk* REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

*Ang Belk (by ssh)* REVIEW OFFICER  
 DATE: 5/29/2020



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

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74). THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594.

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE:  
 CLASS OF SURVEY: A  
 POSITIONAL ACCURACY: 0.07  
 TYPE OF GPS FIELD PROCEDURE: NCVRS  
 DATE OF SURVEY: 9/22/2016  
 DATUM/EPOCH: NAD83/2011  
 PUBLISHED/FIXED CONTROL USE: NCGS MONUMENT "POOLE"  
 GEOID MODEL: GEOID 12B  
 COMBINED GRID FACTOR(S): 0.99984875  
 UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE DAY OF MAY 2020.  
 WILLIAM P. FINKE, NCEPLS L-4161

ZONED RC-CD  
 LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS:  
 MIN. FRONT SETBACK - 20'  
 MIN. SIDE YARD - 7'  
 MIN. REAR YARD - 5'

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 ESP ASSOCIATES, INC.

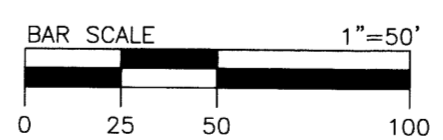
**ESP Associates, Inc.**  
 20484 Chartwell Center Dr.  
 Suite D  
 Cornelius, NC 28031  
 704-990-9428  
 www.espassociates.com



- LEGEND**
- DB = DEED BOOK
  - MB = MAP BOOK
  - NGS = NATIONAL GEODETIC SURVEY
  - PG = PAGE
  - R/W = RIGHT-OF-WAY
  - (T) = TOTAL
  - STE = SIGHT TRIANGLE EASEMENT
  - SDE = STORM DRAINAGE EASEMENT (PRIVATE)
  - PSDE = PUBLIC STORM DRAINAGE EASEMENT
  - SY = SIDE YARD
  - RY = REAR YARD
  - MBS = MINIMUM BUILDING SETBACK
  - COS = COMMON OPEN SPACE
  - PUE = PUBLIC UTILITY EASEMENT
  - UE = UTILITY EASEMENT
  - NAD 83 = NORTH AMERICAN DATUM 83
  - CGF = COMBINED GRID FACTOR
  - O = #5 REBAR SET (UNLESS OTHERWISE NOTED)

FILED May 29, 2020 08:52 am  
 BOOK 00084  
 PAGE 0047 THRU 0047  
 INSTRUMENT # 16124  
 EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC  
 WAYNE NIXON  
 REGISTER OF DEEDS



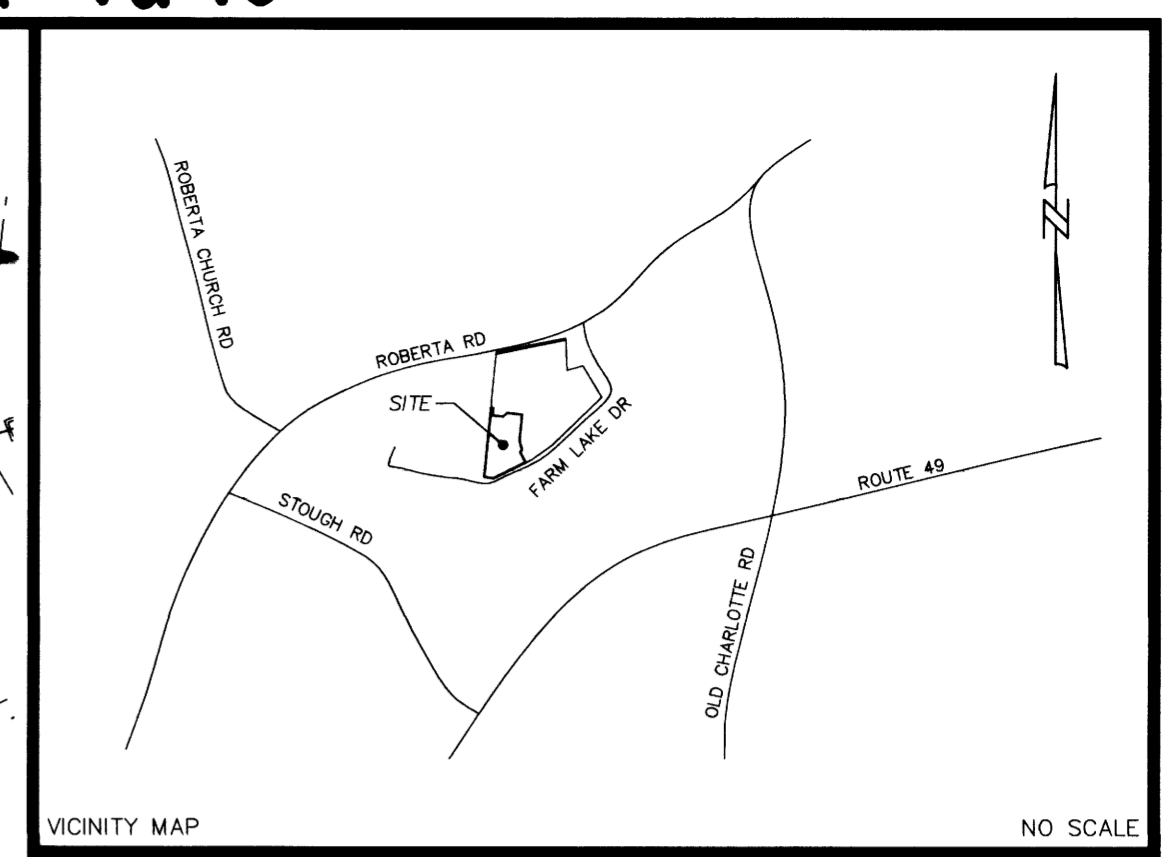
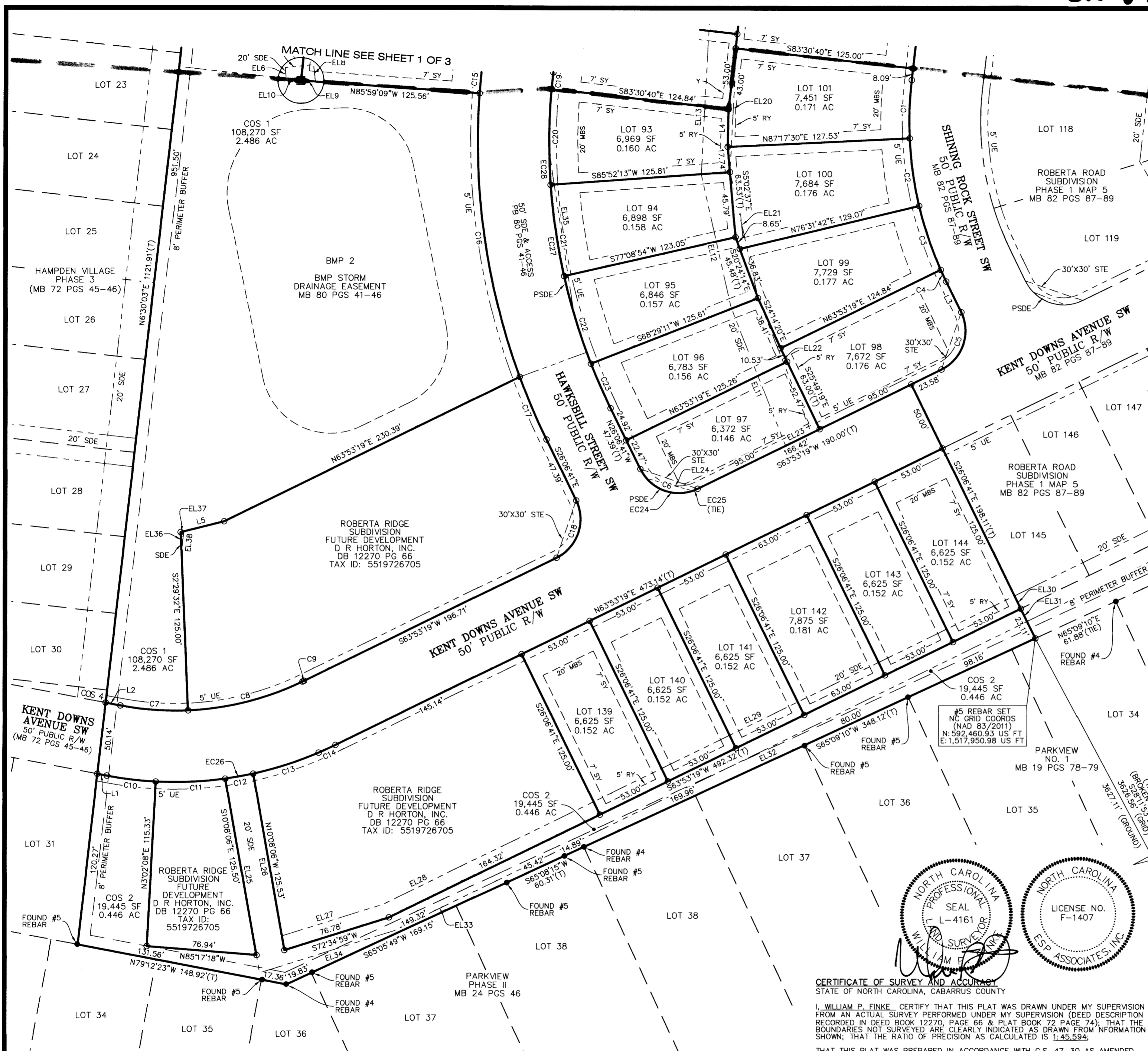
SEE SHEET 3 OF 3 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS

THE PURPOSE OF THIS PLAT IS TO RECORD 37 LOTS, 2 COMMON OPEN SPACES, STORM EASEMENTS, AND PUBLIC RIGHT OF WAY.

1	5/4/20	REDUCED NUMBER OF LOTS	RLS
NO.	DATE	REVISION	BY

**FINAL PLAT OF**  
**ROBERTA RIDGE SUBDIVISION**  
**PHASE 1 MAP 6**  
 LOCATED IN: CITY OF CONCORD  
 NO. 2 TOWNSHIP  
 CABARRUS COUNTY, NORTH CAROLINA  
 CLIENT/OWNER:  
**D.R. HORTON, INC.**  
 8001 ARROW RIDGE BLVD.  
 CHARLOTTE, NC 28273  
 PHONE: 704-345-1034

PROJECT NO DW16.800.000  
 SCALE 1"=50'  
 DATE 12/18/19  
 DRAWN BY RLS  
 CHECKED BY WPF  
 DATE SURVEYED DECEMBER, 2019  
 DRAWING NO DW16.800 ROBERTA RIDGE PH1PLAT-M6-REV.DWG  
 SHEET 1 OF 3



**REVIEW OFFICER CERTIFICATION**  
 STATE OF NORTH CAROLINA,  
 COUNTY OF CABARRUS

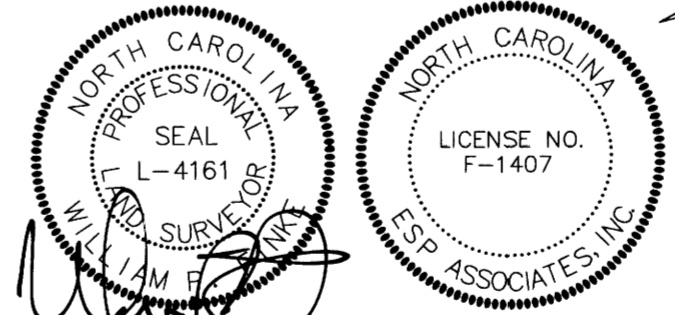
I, Gra Belk REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Doug Belk (by ssh) REVIEW OFFICER      5/29/2020 DATE

FILED May 29, 2020 08:52 am      FILED  
 BOOK 00084      CABARRUS  
 PAGE 0048 THRU 0048      COUNTY NC  
 INSTRUMENT # 16125      WAYNE NIXON  
 EXCISE TAX \$0.00      REGISTER  
    OF DEEDS

NORTH ORIENTED TO  
 NC GRID (NAD 83/2011)

- LEGEND**
- DB = DEED BOOK
  - MB = MAP BOOK
  - NGS = NATIONAL GEODETIC SURVEY
  - PG = PAGE
  - R/W = RIGHT-OF-WAY
  - (T) = TOTAL
  - SDE = SIGHT TRIANGLE EASEMENT
  - STE = STORM DRAINAGE EASEMENT (PRIVATE)
  - PSDE = PUBLIC STORM DRAINAGE EASEMENT
  - SY = SIDE YARD
  - RY = REAR YARD
  - MBS = MINIMUM BUILDING SETBACK
  - COS = COMMON OPEN SPACE
  - PUE = PUBLIC UTILITY EASEMENT
  - UE = UTILITY EASEMENT
  - NAD 83 = NORTH AMERICAN DATUM 83
  - CGF = COMBINED GRID FACTOR
  - O = #5 REBAR SET (UNLESS OTHERWISE NOTED)
  - [Symbol] = PUBLIC STORM DRAINAGE EASEMENT/STORM DRAINAGE EASEMENT (PRIVATE)
  - [Symbol] = BOUNDARY/LOT LINE
  - [Symbol] = ADJOINER
  - [Symbol] = EASEMENT LINE
  - [Symbol] = RIGHT OF WAY



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

I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

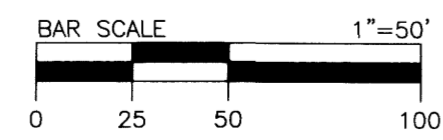
INFORMATION USED FOR THE GRID TIE:  
 CLASS OF SURVEY: A  
 POSITIONAL ACCURACY: 0.07  
 TYPE OF GPS FIELD PROCEDURE: NCVRS  
 DATE OF SURVEY: 9/22/2016  
 DATUM/EPOCH: NAD83/2011  
 PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE"  
 GEOID MODEL: GEOID 12B  
 COMBINED GRID FACTOR(S): 0.99984875  
 UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 29 DAY OF MAY, 2020.

WILLIAM P. FINKE, NCPLS L-4161

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 704-990-9428  
 www.espassociates.com



SEE SHEET 3 OF 3 FOR GENERAL NOTES, LINE & CURVE TABLES, EASEMENT LINE & CURVE TABLES AND ADDITIONAL CERTIFICATIONS

1	5/4/20	REDUCED NUMBER OF LOTS	RLS
NO.	DATE	REVISION	BY

**FINAL PLAT OF**  
**ROBERTA RIDGE SUBDIVISION**  
**PHASE 1 MAP 6**  
 LOCATED IN: CITY OF CONCORD  
 NO. 2 TOWNSHIP  
 CABARRUS COUNTY, NORTH CAROLINA

CLIENT/OWNER:  
**D.R. HORTON, INC.**  
 8001 ARROW RIDGE BLVD.  
 CHARLOTTE, NC 28273  
 PHONE: 704-345-1034

PROJECT NO: DW16.800.000  
 SCALE: 1"=50'  
 DATE: 12/18/19  
 DRAWN BY: RLS  
 CHECKED BY: WPF  
 DATE SURVEYED: DECEMBER, 2019  
 DRAWING NO: DW16.800 ROBERTA RIDGE PH1PLAT-M6.DWG

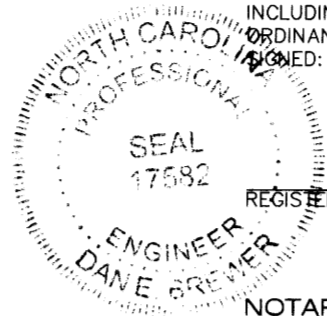
SHEET 2 OF 3

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS

CITY OF CONCORD, ROBERTA RIDGE (SUBDIVISION), KENT DOWNS AVENUE SW AND HAWKSBILL STREET SW (STREETS), D.R. HORTON, INC. (SUBDIVIDER).

I HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR AUTHORIZED REPRESENTATIVE AND WILL CONFORM 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.



Dan E. Brewer 17582 5/7/2020 REGISTERED PROFESSIONAL ENGINEER REGISTRATION NO. DATE

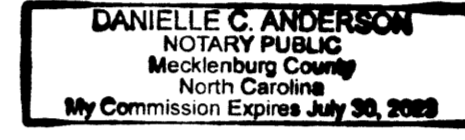
NOTARY CERTIFICATION CABARRUS COUNTY, NORTH CAROLINA

I, Danielle C. Anderson, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Jan E. Brewer PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 7th DAY OF May, 2020.

7th DAY OF May, 2020.

Danielle C. Anderson NOTARY PUBLIC

7-30-2023 MY COMMISSION EXPIRES:



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 PRACTICES 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.

5/28/2020 M. Sue Hyde DIRECTOR OF ENGINEERING

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.

BY: D.R. HORTON, INC. 5/18/20 DATE

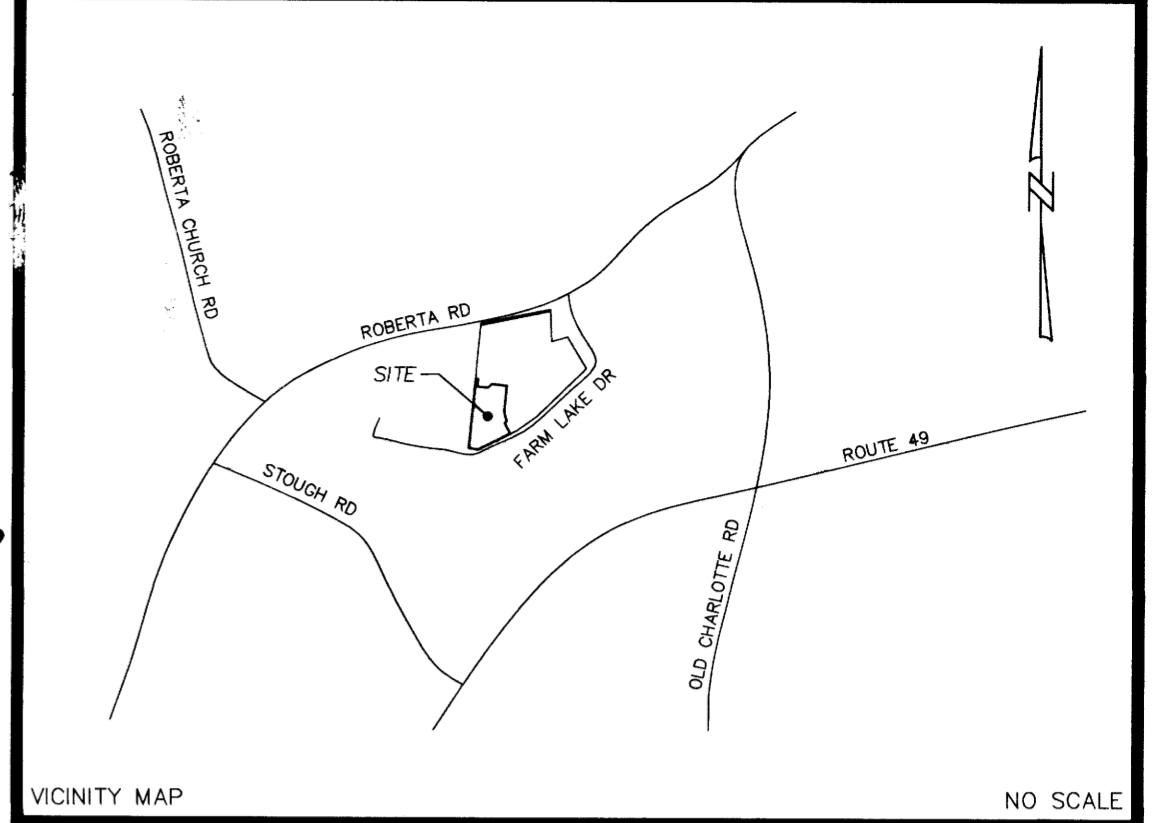
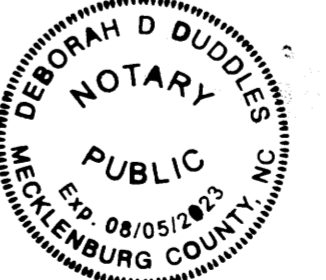
NOTARY CERTIFICATION CABARRUS COUNTY, NORTH CAROLINA

I, Deborah D Duddles, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Brian Etheridge PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 8 DAY OF May, 2020.

8 DAY OF May, 2020.

Deborah D Duddles NOTARY PUBLIC

August 05 2023 MY COMMISSION EXPIRES:



VICINITY MAP NO SCALE

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:

September 18, 2019

5-13-2020 DATE Kim J. Deason CITY CLERK

REVIEW OFFICER CERTIFICATION

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

Greg Belk (by sdr) 5/29/2020 REVIEW OFFICER DATE

CERTIFICATE OF SURVEY AND ACCURACY

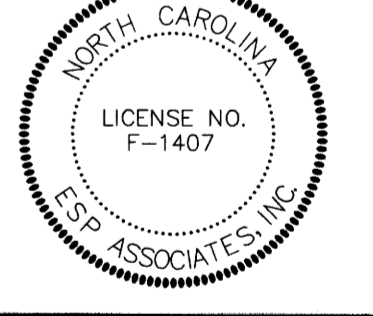
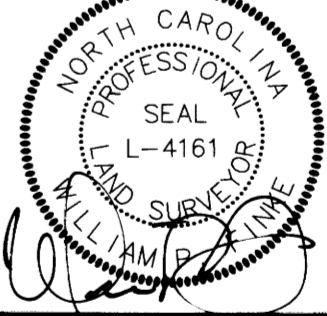
STATE OF NORTH CAROLINA, CABARRUS COUNTY. I, WILLIAM P. FINKE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 12270, PAGE 66 & PLAT BOOK 72 PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:45,594;

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

INFORMATION USED FOR THE GRID TIE: CLASS OF SURVEY: A POSITIONAL ACCURACY: 0.07 TYPE OF GPS FIELD PROCEDURE: NCVRS DATE OF SURVEY: 9/22/2016 DATUM/EPOCH: NAD83/2011 PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "POOLE" GEOD MODEL: GEOD 12B COMBINED GRID FACTOR(S): 0.99984875 UNITS: FEET

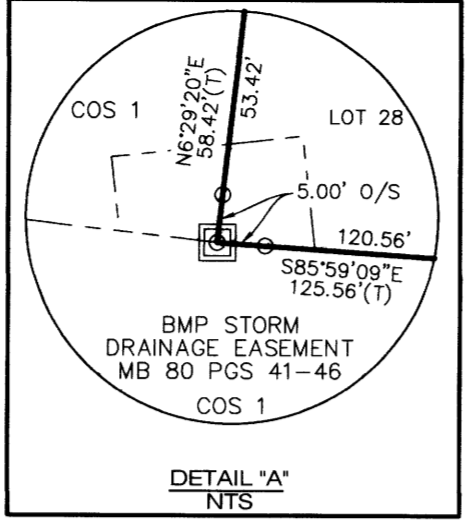
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 7th DAY OF May, 2020.

WILLIAM P. FINKE, NCPLS L-4161



Curve Table with columns: Curve #, Radius, Length, Bearing, Chord. Rows C1 through C23.

Parcel Line Table with columns: Line #, Direction, Length. Rows L1 through L5.



Easement Line Table with columns: Line #, Direction, Length. Rows EL6 through EL22.

Easement Line Table with columns: Line #, Direction, Length. Rows EL23 through EL38.

Easement Curve Table with columns: Curve #, Radius, Length, Bearing, Chord. Rows EC24 through EC28.

FILED May 29, 2020 08:52 am FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS EXCISE TAX \$0.00

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 ROBERTA RIDGE PHASE 1 MAP 6 SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON:

May 7, 2020 DATE: 5/18/20 DEVELOPMENT SERVICES DIRECTOR

CERTIFICATE OF FEE PAYMENT

I HEREBY CERTIFY THAT ALL FEES FOR THE ROBERTA RIDGE PHASE 1 MAP 6 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

5-13-20 DATE: Pam Healy FINANCE DIRECTOR

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ESP ASSOCIATES, INC.



ESP Associates, Inc. 20484 Chartwell Center Dr. Suite D Cornelius, NC 28031 704-990-9428 www.espassociates.com

NOTES

- THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY NOT OBSERVED. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. #5 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED. AREA COMPUTED BY COORDINATE METHOD. TOTAL ACREAGE ENCOMPASSED BY THIS MAP IS 10.284 ACRES. TOTAL NUMBER OF LOTS INCLUDED ON THIS MAP IS 37. UNADJUSTED RATIO OF PRECISION IS 1:45,594. SUBJECT TRACT TAX ID: PART 5519-72-6705. SUBJECT TRACT DEED/PLAT REFERENCE: DB 12270 PG 66, MB 72 PGS 24-26. THIS PROPERTY IS ZONED RC-CD. PROPERTY IS GRAPHICALLY LOCATED WITHIN THE X ZONE (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS PER F.I.R.M. COMMUNITY PANEL #3710551900K, DATED NOVEMBER 16, 2018. CITY WATER AND SEWER SERVICE IS AVAILABLE TO ALL LOTS SHOWN HEREON. A 30' RADIUS IS DEDICATED AT ALL INTERSECTIONS. A 25' RADIUS IS DEDICATED AT THE INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE. COMMON OPEN SPACE SHOWN HEREON IS ACTIVE. PRIVATE STORM DRAINAGE EASEMENTS TO BE MAINTAINED BY HOMEOWNERS.

Summary Table with columns: DESCRIPTION, LOT AREA, #OF LOTS, COMMON AREA, STREET DEDICATION, STREET LF, TOTAL AC. Rows include LOTS, COS 1, COS 2, KENT DOWNS AVENUE SW, HAWKSBILL STREET SW, and TOTAL.

FINAL PLAT OF ROBERTA RIDGE SUBDIVISION PHASE 1 MAP 6. Includes project info (DW16.800.000), date (12/18/19), and client/owner (D.R. HORTON, INC.).



**MEMORADUM**

DATE: Wednesday, June 22, 2022  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Fire Station # 12  
 PROJECT NUMBER: 2020-054  
 DEVELOPER: City of Concord - Fire  
 FINAL CERTIFICATION - LOT NUMBERS: Site  
 INFRASTRUCTURE TYPE: Water  
 COUNCIL ACCEPTANCE DATE: Thursday, July 14, 2022  
 ONE-YEAR WARRANTY DATE: Thursday, July 13, 2023

Water Infrastructure	Quantity
8-inch in LF	35.00
8-inch Valves	2
Hydrants	1



**MEMORADUM**

DATE: Monday, June 27, 2022  
TO: Sue Hyde, Director of Engineering  
FROM: Gary Stansbury, Construction Manager  
SUBJECT: Infrastructure Acceptance  
PROJECT NAME: Hendrick Storage Building (MP 2020-040)  
PROJECT NUMBER: 2020-088  
DEVELOPER: HSREI, LLC  
FINAL CERTIFICATION - LOT NUMBERS: Site  
INFRASTRUCTURE TYPE: Water  
COUNCIL ACCEPTANCE DATE: Thursday, July 14, 2022  
ONE-YEAR WARRANTY DATE: Thursday, July 13, 2023

Water Infrastructure	Quantity
12-inch in LF	16.07



**MEMORADUM**

DATE: Monday, June 27, 2022  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Woodsprings Suites-7845 Common Park Circle NW  
 PROJECT NUMBER: 2020-026  
 DEVELOPER: Concord Hospitality Enterprises Company, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: Site  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, July 14, 2022  
 ONE-YEAR WARRANTY DATE: Friday, July 14, 2023

Water Infrastructure	Quantity
6-inch in LF	39.00
6-inch Valves	2
4-inch in LF	15.00
4-inch Valves	3

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	48.00
Manholes as EA	1

**2022 - 2023 BUDGET ORDINANCE**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina, meeting in open session this 9th day of June 2022 that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations are adopted.

**SECTION I. GENERAL FUND:**

Revenues totaling \$118,600,024 are hereby approved from the following sources:

Ad Valorem Taxes	\$	72,702,504
Sales Taxes		23,241,601
Unrestricted Intergovernmental Revenue		6,047,257
Restricted Intergovernmental Revenue		5,142,664
Licenses, Permits and Fees		2,232,500
Sales & Services Revenue		1,335,341
Other Revenues		3,617,457
Investment Earnings		0
Transfer from Capital Reserves		4,280,700
<b>TOTAL</b>	<b>\$</b>	<b>118,600,024</b>

A total of \$118,600,024 is hereby authorized to be expended from the departmental accounts of the General Fund as follows:

Governing Body	\$	297,009
Public Services – Admin.		159,828
City Manager’s Office		1,090,915
Human Resources		1,413,640
Wellness Center		338,536
Finance		907,291
Tax		443,501
Legal		527,658
Non-Departmental		6,694,969
Police		27,791,577
Code Enforcement		1,169,015
Communications		2,322,334
Fiber Network Management		281,995
Radio Shop		470,931
Fire		32,167,255
Fire – Prevention		1,095,403
Fire – Training		816,838
Emergency Management		193,627
Streets & Traffic		9,791,257
Powell Bill		1,862,543
Traffic Signal Division		1,712,484
Traffic Services		706,880
Solid Waste & Recycling		10,661,662
Cemeteries		809,203
Fleet Services (costs are direct billed)		0
Planning & Neighborhood Development		3,056,159
Transportation Planning		428,438
Economic Development		718,957
Parks & Recreation		10,487,279
Parks & Recreation - Aquatics		182,840
<b>TOTAL</b>	<b>\$</b>	<b>118,600,024</b>



**SECTION II. SPECIAL REVENUE FUNDS:**

Revenues totaling \$9,446,614 are hereby approved comprising Municipal Service District Tax Revenues, Housing Assistance Voucher Program, \$5 Vehicle Tax-Transit Fund, Community Development Block Grant Fund, H.O.M.E. Consortium Fund, Market Rate Units Fund, and Affordable Housing Revolving Fund.

A total of \$9,446,614 is hereby authorized to be expended from Special Revenue Funds as follows:

Municipal Service District Fund	\$	243,304
Housing Assistance Voucher Program Fund		5,312,887
\$5 Vehicle Tax – Transit Fund		650,000
Community Development Block Grant Fund		1,331,006
H.O.M.E. Consortium Fund		400,000
Market Rate Units Fund		67,119
Affordable Housing Revolving Fund		1,442,298
TOTAL	\$	9,446,614

**SECTION III. STORMWATER FUND:**

Revenues are hereby approved comprised of \$5,503,035 in operating revenue, \$6,000 in non-operating revenues, and \$0 in retained earnings appropriated. A total of \$5,509,035 is hereby authorized to be expended from the Stormwater Fund as follows:

Stormwater Operations & Maintenance	\$	5,509,035
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**SECTION IV. ELECTRIC FUND:**

Revenues are hereby approved comprised of \$88,624,114 in operating revenues, \$70,000 in non-operating revenues, and \$4,423,727 in retained earnings appropriated. A total of \$93,117,841 is hereby authorized to be expended from the Electric Fund as follows:

Electric Administration	\$	7,010,128
Purchased Power		59,385,350
Maintenance - Power Lines		10,153,368
Tree Trimming		1,310,483
Electric Construction		13,836,113
Electric Engineering		1,187,394
Utility Locate Services		235,005
TOTAL	\$	93,117,841

**SECTION V. WATER FUND:**

Revenues are hereby approved comprised of \$27,682,415 in operating revenue, non-operating revenue of \$60,000, and \$2,955,923 in retained earnings appropriated. A total of \$30,698,338 is hereby authorized to be expended from the Water Fund as follows:

Hillgrove Water Plant	\$	3,955,339
Coddle Creek Water Plant		9,853,891
Waterlines - Operation & Maintenance		16,889,108
TOTAL	\$	30,698,338

**SECTION VI. TRANSIT FUND:**

Revenues are hereby approved comprised of \$244,208 in operating revenues, restricted intergovernmental revenue of \$4,370,317, transfer from the General Fund of \$1,004,271 and transfer of \$650,000 from the \$5 Vehicle Tax – Transit Fund. A total of \$6,268,796 is hereby authorized to be expended from the Transit Fund as follows:

Transit Farebox/Local Expense	\$	1,947,843
Transit Grant Expense		4,320,953
TOTAL	\$	6,268,796

**SECTION VII. WASTEWATER FUND:**

Revenues are hereby approved comprised of operating revenues of \$19,054,092, non-operating revenues of \$2,000, and \$0 in retained earnings appropriated. A total of \$19,056,092 is hereby authorized to be expended from the Wastewater Fund as follows:

Wastewater Operations & Maintenance \$ 19,056,092

**SECTION VIII. GOLF COURSE FUND:**

Revenues are hereby approved comprised of \$2,358,347 in operating revenues and \$7,650 in other revenues. A total of \$2,365,997 is hereby authorized to be expended from the Golf Course Fund as follows:

Golf Course Operating \$ 2,365,997

**SECTION IX. AVIATION FUND:**

Revenues are hereby approved comprised of \$13,740,130 in operating revenue, \$61,000 in non-operating revenue, \$0 in restricted intergovernmental revenues, \$115,000 in licenses/permits/fees, and transfers of \$2,019,932. A total of \$15,936,062 is hereby authorized to be expended from the Aviation Fund as follows:

Aviation Operating \$ 15,936,062

**SECTION X. PUBLIC HOUSING FUND:**

Revenues are hereby approved comprised of \$445,000 in operating revenues, \$70,000 in other revenue, a Transfer from Market Rate Fund of \$3,351, a Transfer from the General Fund of \$436,658, and HUD contributions of \$871,920. A total of \$1,826,929 is hereby authorized to be expended from the Public Housing Fund as follows:

Public Housing Operations \$ 1,826,929

**SECTION XI. DEBT SERVICE (FIRST CONCORD):**

Revenues are hereby approved comprised of transfers from operating funds in the amount of \$2,329,031. A total of \$2,329,031 is hereby authorized to be expended from First Concord for debt service payments as follows:

2014 LOBS \$ 2,329,031

**SECTION XII. ENCUMBRANCES AS OF JUNE 30, 2021:**

Funds appropriated in the 2021-2022 budget and encumbered at June 30, 2022, shall be authorized as part of the 2022-2023 budget appropriation by adoption of this budget ordinance.

**SECTION XIII. EMPLOYEE COMPENSATION:**

In accordance with the provisions of the current Personnel Policy for the City of Concord, a 4.0% contribution to a 401K program is included for all employees except law enforcement. Law enforcement is funded at 5%, as required. Monies have been set aside in each fund for a 2.0% market adjustment to all employees effective July 11, 2022, as well as merit increase opportunities for co-workers. An overall average merit increase of 2% of salaries is authorized in each fund for FY 23. The range for merit increases will be from 1 to 3%, depending on performance.

**SECTION XIV. TAX RATE ESTABLISHED:**

An Ad Valorem Tax rate of \$0.48 per \$100 property valuation is hereby established as the official tax rate for the City of Concord for the fiscal year 2022-2023. The adopted tax rate is based on an estimated valuation of \$15,259,110,068 (including motor vehicles) and an estimated 98.4% collection rate.

Municipal Service District Tax of \$0.23 per \$100 property valuation (other than personal property of public service corporations) is hereby established for revitalization and other services permitted under N.C. General Statute 160A-536 in the Downtown Municipal Service District created July 1, 1989. The adopted MSD rate reflects an estimated valuation of \$57,965,040 with an estimated 98.4% percent collection rate.

Allocation of the 2022-2023 tax rates will be as follows:

GENERAL FUND	\$	0.4800
MUNICIPAL SERVICE DISTRICT	\$	0.2300

**SECTION XV. SPECIAL AUTHORIZATION – CITY MANAGER:**

- a. The City Manager (or his/her designee if sum is under \$10,000) shall, be authorized to reallocate departmental appropriations among the various objects of expenditures, as he/she believes necessary.
- b. The City Manager shall be authorized to effect interdepartmental transfers in the same fund, not to exceed 10 percent of the appropriated monies for the department whose allocation is reduced.
- c. Interfund transfers, which are already established in the budget document, may be accomplished without recourse to the Council.
- d. The City Manager, by designation of City Council under NC General Statute 159-13, shall be authorized to appropriate and/or transfer up to \$50,000 in Contingency funds. The transfer must be recorded by budget amendment at the next regularly scheduled City Council meeting.

**SECTION XVI. RESTRICTIONS – CITY MANAGER:**

- a. The interfund transfer of monies, except as noted in Section XV, Paragraph C and D, shall be accomplished with Council authorization only.

**SECTION XVII. UTILIZATION OF BUDGET AND BUDGET ORDINANCE:**

This Ordinance includes the 2022-2023 Annual Operating Budget document, which is on file with the City Clerk and adopted as a part of this Ordinance is incorporated by reference as if fully re-stated herein. The 2022-2023 Schedule of User Fees, Rates and Charges is also included within the Annual Operating Budget document and is thereby adopted under this ordinance.

This Ordinance shall be the basis of the financial operation of the City of Concord during the 2022-2023 fiscal year. The City Manager shall administer the budget and shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The Finance Department shall establish records which are in consonance with the Budget, the Ordinance, and the appropriate statutes of the State of North Carolina.

This ordinance is approved and adopted this 9th day of June 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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William C. Dusch, Mayor

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

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VaLerie Kolczynski, City Attorney

**2022 - 2023 BUDGET ORDINANCE**

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<b>TOTAL</b>	<b>\$</b>	<b>118,600,024</b>

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Revenues are hereby approved comprised of \$5,503,035 in operating revenue, \$6,000 in non-operating revenues, and \$0 in retained earnings appropriated. A total of \$5,509,035 is hereby authorized to be expended from the Stormwater Fund as follows:

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Public Housing Operations	\$	1,826,929
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Revenues are hereby approved comprised of transfers from operating funds in the amount of \$2,329,031. A total of \$2,329,031 is hereby authorized to be expended from First Concord for debt service payments as follows:

2014 LOBS	\$	2,329,031
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**SECTION XII. ENCUMBRANCES AS OF JUNE 30, 2021:**

Funds appropriated in the 2021-2022 budget and encumbered at June 30, 2022, shall be authorized as part of the 2022-2023 budget appropriation by adoption of this budget ordinance.

**SECTION XIII. EMPLOYEE COMPENSATION:**

In accordance with the provisions of the current Personnel Policy for the City of Concord, a 4.0% contribution to a 401K program is included for all employees except law enforcement. Law enforcement is funded at 5%, as required. Monies have been set aside in each fund for a 2.0% market adjustment to all employees effective July 11, 2022, as well as merit increase opportunities for co-workers. An overall average merit increase of 2% of salaries is authorized in each fund for FY 23. The range for merit increases will be from 1 to 3%, depending on performance.

**SECTION XIV. TAX RATE ESTABLISHED:**

An Ad Valorem Tax rate of \$0.48 per \$100 property valuation is hereby established as the official tax rate for the City of Concord for the fiscal year 2022-2023. The adopted tax rate is based on an estimated valuation of \$15,259,110,068 (including motor vehicles) and an estimated 98.4% collection rate.

Municipal Service District Tax of \$0.23 per \$100 property valuation (other than personal property of public service corporations) is hereby established for revitalization and other services permitted under N.C. General Statute 160A-536 in the Downtown Municipal Service District created July 1, 1989. The adopted MSD rate reflects an estimated valuation of \$57,965,040 with an estimated 98.4% percent collection rate.

Allocation of the 2022-2023 tax rates will be as follows:

GENERAL FUND	\$	0.4800
MUNICIPAL SERVICE DISTRICT	\$	0.2300

**SECTION XV. SPECIAL AUTHORIZATION – CITY MANAGER:**

- a. The City Manager (or his/her designee if sum is under \$10,000) shall, be authorized to reallocate departmental appropriations among the various objects of expenditures, as he/she believes necessary.
- b. The City Manager shall be authorized to effect interdepartmental transfers in the same fund, not to exceed 10 percent of the appropriated monies for the department whose allocation is reduced.
- c. Interfund transfers, which are already established in the budget document, may be accomplished without recourse to the Council.
- d. The City Manager, by designation of City Council under NC General Statute 159-13, shall be authorized to appropriate and/or transfer up to \$50,000 in Contingency funds. The transfer must be recorded by budget amendment at the next regularly scheduled City Council meeting.

**SECTION XVI. RESTRICTIONS – CITY MANAGER:**

- a. The interfund transfer of monies, except as noted in Section XV, Paragraph C and D, shall be accomplished with Council authorization only.

**SECTION XVII. UTILIZATION OF BUDGET AND BUDGET ORDINANCE:**

This Ordinance includes the 2022-2023 Annual Operating Budget document, which is on file with the City Clerk and adopted as a part of this Ordinance is incorporated by reference as if fully re-stated herein. The 2022-2023 Schedule of User Fees, Rates and Charges is also included within the Annual Operating Budget document and is thereby adopted under this ordinance.

This Ordinance shall be the basis of the financial operation of the City of Concord during the 2022-2023 fiscal year. The City Manager shall administer the budget and shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The Finance Department shall establish records which are in consonance with the Budget, the Ordinance, and the appropriate statutes of the State of North Carolina.

This ordinance is approved and adopted this 9th day of June 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

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

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

AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9<sup>th</sup> day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
<b>Total</b>				
		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4190-5992000	Contingency	403,443	402,043	(1,400)
4120-5299000	Supplies-Departmental	9,675	11,075	1,400
<b>Total</b>				<b>0</b>

Reason: To transfer contingency funds for supplies related to CHA Public Health Conference.

Adopted this 14th day of July 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

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



AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9<sup>th</sup> day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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 fm Amer Res Plan	0	10,000,000	10,000,000
<b>Total</b>				<b>10,000,000</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5987000	Transfer to Project Fund	0	8,000,000	8,000,000
4190-5475100	WeBuild (CFEA)	0	2,000,000	2,000,000
<b>Total</b>				<b>10,000,000</b>

Reason: To appropriate revenue replacement ARPA funds used to cover salaries and use freed up general fund dollars to transfer \$8,000,000 to the Fleet services project and \$2,000,000 to WeBuild for affordable housing projects..

Adopted this 14th day of July, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

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

**GRANT 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>
3300-5475000	Affordable Housing Const	1,277,247	0	(1,277,247)
3300-5475100	We Build (CFEA)	3,500,000	2,777,247	(722,753)
3300-5983000	Transfer to General Fund	24,000	10,024,000	10,000,000
3300-5987000	Transfer to Project Fund	8,000,000	0	(8,000,000)
<b>Total</b>				<b><u>\$0</u></b>

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

SECTION 6. Within five (5) days after 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 14<sup>th</sup> day of July, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

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

**CAPITAL PROJECT ORDINANCE  
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital Projects for Fleet Services Facility.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
430-4501330				
430-4501330	From Amer Res Plan	8,000,000	0	(8,000,000)
430-4501100				
430-4501100	From General Fund	5,750,289	13,750,289	8,000,000
<b>Total</b>				<b>0</b>

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
<b>Total</b>				

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of July, 2022.

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 2022 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
310-4334559				
310-4334559	CDBG 2022	\$648,000	\$663,654	\$15,654
<b>Total</b>				<b>\$15,654</b>

SECTION 4. The following amounts are appropriated for the project

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3118-5194000				
3118-5194000	Contract Services	\$9,000	\$11,000	\$2,000
3119-5483200				
3119-5483200	Clearwater	\$186,586	\$200,240	\$13,654
<b>Total</b>				<b>\$15,654</b>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the 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 14<sup>th</sup> day of July, 2022.

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 2022 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:

		<u>Revenues</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
320-4334609				
320-4334609	HOME 2022	\$1,200,000	\$1,454,997	\$254,997
<b>Total</b>				<b><u>\$254,997</u></b>

SECTION 4. The following amounts are appropriated for the project

		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3215-5194000				
3215-5194000	Contract Services	\$7,000	\$8,975	\$1,975
3215-5370000				
3215-5370000	Advertising	\$0	\$4,360	\$4,360
3215-5312000				
3215-5312000	Travel & Training	\$1,350	\$3,350	\$2,000
3215-5299000				
3215-5299000	Supplies-Departmental	\$2,564	\$8,000	\$5,436
3215-5484100				
3215-5484100	Consortium Admin Exp	\$68,850	47,579	(\$21,271)
3216-5480011				
3216-5480011	New Construction	\$60,500	\$190,767	130,267
3216-5484200				
3216-5484200	Consortium Project Exp	\$879,000	\$1,011,230	\$132,230
<b>Total</b>				<b><u>\$254,997</u></b>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the 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 14<sup>th</sup> day of July, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

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

A RESOLUTION RATIFYING THE UPDATED CHARTER OF  
CENTRALINA REGIONAL COUNCIL

WHEREAS, the City of Concord is a member of Centralina Regional Council (Centralina), a council of governments serving the needs of the nine-county region that includes Anson, Cabarrus, Gaston, Lincoln, Iredell, Mecklenburg, Rowan, Stanly and Union counties; and

WHEREAS, on February 9, 2022, the Centralina Board of Delegates adopted a resolution amending the organization's Charter to add language prohibiting private entities from benefitting from or having an interest in the organization's earnings or assets; and

WHEREAS, each member government must endorse the Charter as Centralina's governing document.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Concord hereby ratifies the amended Centralina Regional Council Charter.

This the 14<sup>th</sup> day of July, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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



## MEMORANDUM

**TO:** Centralina Member Governments

**FROM:** Geraldine Gardner, Executive Director

**DATE:** June 17, 2022

**RE: Request to Ratify Centralina Regional Council's Amended Charter**

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Earlier this year, Centralina management identified an unresolved issue with the organization's tax status. Legal counsel determined that Centralina qualifies for federal income tax exempt status because the organization performs an "essential government function" consistent with Internal Revenue Code Section 115(1), which specifies tax exemption for income derived from such a function. Specific sections of the Centralina Charter and Bylaws needed to be amended to prohibit any private party from benefitting from or having an interest in the organization's earnings and assets, however.

At the February 9<sup>th</sup> Centralina Board of Delegates meeting, the Board adopted a resolution to amend the Charter and Bylaws to resolve this issue. To finalize the Charter amendment process, the governing body of each Centralina member government must ratify the updated Charter.

At your governing body's upcoming July or August meeting, I ask that you include the attached resolution on your Consent Agenda. A copy of the amending resolution adopted by the Centralina Board of Delegates and the updated Charter are also attached for reference. Centralina staff are available if you have any questions about the process. Once your council or board has ratified the Charter, please send a copy of your adopted resolution to Connor Choka at [cchoka@centralina.org](mailto:cchoka@centralina.org).

We greatly appreciate your membership in Centralina and thank you for your support of this request.



**CENTRALINA COUNCIL OF GOVERNMENTS**

**CHARTER RESOLUTION**

**REVISED AND RESTATED JULY, 1989**

**WHEREAS**, the undersigned governmental units of the State of North Carolina, together with the other county and municipal governmental units in North Carolina or a state adjoining North Carolina hereafter adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves to act in concert and to jointly exercise the powers of local government with reference to regional matters affecting health, safety, welfare, education, transportation, recreation, economic conditions, regional planning or regional development; now therefore, be it

**RESOLVED**, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Parts 1 and 2, the following Resolution is hereby adopted for the establishment of a regional council of governments and for the joint exercise of any power, function, public enterprise, right, privilege or immunity of local government by and through this regional council and its member governmental units, all to the extent and in the manner authorized or permitted by Article 20 of Chapter 160A of the General Statutes of North Carolina entitled "Interlocal Cooperation".

**ITEM I**

**Short Title - Binding Effect:** This Resolution shall be hereafter referred to as the "Charter" of the Centralina Council of Governments; and said Charter, together with all amendments thereto, shall be binding upon and shall inure to the benefit of all governmental units who are now or hereafter become its members.

**ITEM II**

**Name:** The name of the regional council of governments hereby established shall be the **CENTRALINA COUNCIL OF GOVERNMENTS**, and shall be hereinafter referred to herein as the "Council".

**ITEM III**

**Membership:**

A. The initial membership of this Council of Governments shall consist of the following governmental units who are presently members of the Council and such additional units of local government admitted in accordance with the provisions of this Charter:

Albemarle	Indian Trail	Pineville
Belmont	Iredell County	Ranlo
Bessemer City	Kannapolis	Richfield
Cabarrus County	Landis	Rockwell
Charlotte	Lincoln County	Rowan County
Cherryville	Lincolnton	Salisbury
China Grove	Locust	Spencer
Cleveland	Lowell	Spencer Mountain
Concord	Marshville	Stallings
Cornelius	Matthews	Stanfield
Cramerton	McAdenville	Stanley
Dallas	Mecklenburg County	Stanly County
Davidson	Monroe	Statesville
Gaston County	Mooresville	Troutman
Gastonia	Mount Holly	Union County
Granite Quarry	Mount Pleasant	Waxhaw
Harmony	New London	Weddington
Harrisburg	Norwood	Wingate
High Shoals	Oakboro	
Huntersville		

B. Any municipal or county government which is not an initial member of the Council, including any municipal or county government in a state adjoining North Carolina (where permitted by the laws of said adjoining state) may join the Council by ratifying or adopting this Charter and upon the majority vote of the existing members. Notice of such application for admission shall be given each member in the manner prescribed by the Council Bylaws at least ten (10) days prior to the date of the meeting at which the vote is to be taken.

C. All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council; and "delegates" as used in this Charter shall, unless otherwise provided, include alternate delegates duly designated by a member government.

#### ITEM IV

**Purpose and Functions:** The Council hereby established shall be a voluntary organization of local governmental units organized and existing to (1) provide a framework within which matters affecting the health, safety, welfare, education, recreation, economic conditions, transportation, water quality and solid waste, regional planning or regional development of and for the citizens within the member governmental units may be studied and discussed, and concerning which solutions or recommendations are proposed; (2) to implement courses of action relating to the matters within its jurisdiction through the joint exercise or contractual exercise by one unit for other units of any power, function, right, privilege or

immunity of local government; (3) to promote intergovernmental cooperation, communication and planning; and (4) to review, upon the request of state, federal or local governments, or agencies thereof, applications for grants or funds for projects affecting citizens within the members' jurisdictions.

## ITEM V

### Representation:

A. Each member governmental unit shall be represented in the Council by one delegate or in the absence of such delegate by a designated alternate, if any. All delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governments in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner prescribed by the Bylaws of the Council. Each governmental unit may designate any number of alternate delegates.

B. The term of office of each delegate shall commence upon the selection and certification of the delegate to the Council by the respective member government; and such delegate shall continue to represent the member government until a successor delegate is certified, unless the delegate shall sooner resign, cease to be an elected member of said governing body, or be removed as a delegate by said governing body, in which case his term shall expire on the effective date of such event. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may be permitted to vote in any matter. The members shall also appoint and certify a successor to fill any vacancy created by the death, removal, resignation, or ineligibility of a delegate (but not an alternate), but an alternate may represent a member until such successor delegate is appointed and certified.

## ITEM VI

### Voting and Quorum Requirements:

A. Except as provided in paragraph D of this Item, each member governmental unit shall be entitled to one vote on all matters coming before the Council or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his absence, by an alternate delegate of the member government.

B. A quorum shall be present for the transaction of business of the Council at any meeting at which there is representation of either (a) a majority of all the member governmental units or (b) fifty percent (50%) of the county member governmental units and thirty percent (30%) of the total number of member municipal governmental units.

C. The affirmative vote of a majority of representatives present at any meeting at which a quorum was present shall be required for any action or recommendation of the Council or any committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters. Voting shall be by voice, a show of hands or, upon the request of any three delegates, by a poll of the delegates.

D. Any member governmental unit shall be entitled to request that any matter requiring a vote of the Council be considered by weighted voting in accordance with the following procedures:

1. A request for weighted voting must be made after the motion is made and before any vote on the motion is taken.

2. The vote on any matter appearing on the written agenda for the meeting, and upon which weighted voting has been requested, must be taken at that meeting unless the vote is postponed by a two-thirds non-weighted vote of the delegates.

3. Each member governmental unit shall be entitled to cast one vote for each 50,000 residents of its jurisdiction (or portion thereof) as determined by the census used in assessing members' dues for the current fiscal year. A simple majority of the votes cast shall be required for passage of any motion unless the Charter or Bylaws require a larger affirmative vote on particular matters.

4. Anything contained in these weighted voting procedures to the contrary notwithstanding, if on any motion utilizing weighted voting any three (3) county member governments shall cast negative votes, the motion shall fail unless the motion would have carried without the use of weighted voting.

5. All votes on issues where weighted voting is requested shall be taken by a poll of the delegates.

#### ITEM VII

**Withdrawal:** Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least six (6) months prior to the end of the fiscal year.

#### ITEM VIII

**Powers and Duties of the Council:** Within the limits of funds and personnel available, the Council:

A. Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may hereafter from time to time authorize this Charter to confer upon the Council, including, but not limited to, all of

the specific powers enumerate in Section 160A-475 (and any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference. Similarly, to the

extent applicable, any powers authorized hereafter by the General Assembly of a state adjoining North Carolina may be exercised by the Council with respect to interstate activities or functions.

**B.** Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:

1. To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning members shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member to representation on any particular committee granted hereinabove is asserted, the Chairman of the Council shall designate the membership of all committees.

2. To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in this Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other state, or any agency thereof, the Federal Government and its agencies, any municipality or county or agency thereof, the Federal Government and its agencies, any municipality or county or other governmental or quasi-governmental unit or agency (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants, or services, received from any source, to or for any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.

3. To meet with, consult with, contract with or act in concert with any county or municipality or any agency of any state, the federal government, any civic organization, or private organization in the furtherance of the purposes and objects within its jurisdiction.

4. To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with and pursuant to the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto), entitled "Interlocal Cooperation".

5. To contract with any government entity or agency, or any other person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds; and to purchase and own such personal property, equipment, vehicles and furnishings as may be authorized or for which funds may be appropriated.

6. To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter or the laws of North Carolina.

7. To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health, safety, welfare, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions pursuant to which such agency is established, consistent with the powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to, the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with this Charter.

8. To contract with other units of local government, as that term is defined in G.S. 160A-460, to provide for administrative, planning, procurements or other services, including administration of grants from local, state and federal agencies, in order to promote and encourage interlocal cooperation authorized under G.S. 160A-461.

## ITEM IX

### Financial:

A. The general operating expenses of the Council shall be paid from funds paid to the Council by each member governmental unit. The annual contribution of each member governmental unit shall be based upon the duly adopted budget for such year and shall be assessed on the basis of the population for each member. For the purpose of determining the current population of each governmental unit, the Council shall use either (1) the Population Estimates for North Carolina Municipalities and Counties prepared by the United States Bureau of the Census and the North Carolina Office of State Budget and Management and published from time to time or (2) the official 10 year census figures. The current population estimates are the most recent estimates available using either (1) or (2) above, on the date the annual dues for member governments is determined by the Council.

B. All expenditures of the Council for special projects of the Council or any committee thereof or for performance of contractual services for non-member units of local government shall be made from revenues paid to the Council by the governmental units directly involved in such projects. All such revenues shall be credited to a special revenue account and all expenditures made at the completion of any project or contract. In no case shall other general fund revenues be used to pay any special project costs which do not reasonably involve or benefit the entire Council. In the event payments made by other units of local government exceed or are less than the actual cost of a special project, the excess shall be refunded to and the deficit paid by the units of local governments affected thereby.

C. The budget for the Council for each fiscal year and the assessment of each member shall be adopted by the affirmative vote of at least seventy-five percent (75%) of the representatives present at a meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws, and provided further said notice is accompanied by a copy of the proposed budget and assessment.

D. The budget for the Council and the assessment for each member governmental unit shall be adopted by the Council no later than April 15th of each year. Provided, the Council shall publish and deliver to the delegates a budget estimate, indicating each member governmental unit's estimated share thereof, on or before March 31st of each year, if the actual budget shall not have been adopted by that date.

E. The budget, once adopted, may be amended by the affirmative vote of at least seventy-five percent (75%) of the representatives present at a meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws, and provided, further, said notice shall state in detail the proposed terms of the amendment and the reasons therefor.

F. The annual assessment for each member governmental unit shall be payable on or before August 1st of each year and shall be delinquent thereafter. Any member of the Council which becomes delinquent in the payment of its annual assessments shall lose all rights and privileges of Council membership during such a period of delinquency. Any new member shall pay the full annual assessment for the current fiscal year regardless of its date of admission.

G. All revenues paid to the Council by member governmental units and all other sources whatsoever shall be deposited in the general fund of the Council, and separate revenue and expenditure accounts shall be maintained for each phase of operation of the Council to the extent required by sound accounting practices, to include, but not to be limited to, such accounts for the general operating expenses of the Council and each special project undertaken by the Council or any committee thereof.

H. The general operating expenses of the Council shall include, but are not necessarily limited to: providing meeting and office space or other such physical facilities needed by the



Council or any committee thereof; providing compensation for the director and other administrative personnel of the Council; providing the necessary legal and accounting or other professional services; providing furniture, equipment, vehicles and supplies, paying special consultants, temporary employees and contractors duly authorized by the Council; reimbursing authorized expenses of Council employees.

I. Unless the Council shall otherwise provided by resolution, any surplus funds in the general operating expense account at the close of any fiscal year shall be credited as additional revenue for budget purposes for the following fiscal year. All other funds shall be held and disbursed as otherwise herein provided or as directed by the contributing source.

#### ITEM X

##### **Compensation and Expenses of Delegates:**

A. Except for the Chairman of the Council, a delegate, and in his absence, an alternate delegate may receive, if the Bylaws so provide, up to \$40.00 for each regular or special meeting of the Council and Executive Committee attended, not to exceed \$500.00 during any fiscal year. Such Bylaws may also provide that actual travel expenses, not to exceed twenty-five cents (\$.25) per mile, may be paid to each delegate, and in his absence to one alternate delegate, for attending any meeting of the Council or any committee meeting. The Chairman of the Council shall receive \$200.00 per month as compensation for his services to the Council.

B. For travel on any authorized business of the Council, other than to attend Council or committee meetings, delegates shall be reimbursed for their actual expenses, as approved by the Council.

#### ITEM XI

**Severability:** If any Item, paragraph, sentence or phase of this Charter shall be declared by any court of competent jurisdiction to be in violation of the laws of this State or, where applicable, of the laws of any other state, such provisions of this Charter shall be considered to be severable, as to the member or members affected, and the validity of the remaining portion of the Charter shall not be affected.

#### ITEM XII

##### **Amendment of Charter and Dissolution of Council:**

A. The Council may formally recommend to the member governments a resolution to amend the Charter by affirmative vote of at least three-fourths of the representatives present at any meeting at which a quorum was present, provided notice of such vote has been given in

accordance with the Bylaws. Said amendment shall become effective when the resolution has been duly adopted by three-fourths of the member governmental units.

B. The Council may be dissolved at the end of any fiscal year only (1) upon adoption of a dissolution resolution by three-fourths of the governing bodies of all governmental units, or (2) the withdrawal from the Council of all but one of the member governmental units. If such dissolution is effected by resolution of the member governments, such resolution shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

### ITEM XIII

**Effective Date:** The effective date of this Restated Charter shall be July 1, 1989, as to the current membership; and as to all subsequent members, this Chapter shall be effective on the date of its adoption by the governing body of such governmental unit or the date such member's application was approved, whichever shall be later.

THE FOREGOING CHARTER RESOLUTION (as amended) was duly adopted by all member jurisdictions and was effective July 1, 1989.

  
A. R. Sharp, Executive Director

# CENTRALINA REGIONAL COUNCIL CHARTER RESOLUTION

**WHEREAS**, the undersigned governmental units of the State of North Carolina, together with the other county and municipal governmental units in North Carolina or a state adjoining North Carolina hereafter adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves to act in concert and to jointly exercise the powers of local government with reference to regional matters affecting health, safety, welfare, education, transportation, recreation, economic conditions, regional planning or regional development; now therefore, be it

**RESOLVED**, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Parts 1 and 2, the following Resolution is hereby adopted for the establishment of a regional council of governments and for the joint exercise of any power, function, public enterprise, right, privilege or immunity of local government by and through this regional council and its member governmental units, all to the extent and in the manner authorized or permitted by Article 20 of Chapter 160A of the General Statutes of North Carolina entitled “Interlocal Cooperation”.

## ITEM I

**Short Title - Binding Effect:** This Resolution shall be hereafter referred to as the “Charter” of the Centralina Regional Council; and said Charter, together with all amendments thereto, shall be binding upon and shall inure to the benefit of all governmental units who are now or hereafter become its members.

## ITEM II

**Name:** The name of the regional council of governments hereby established shall be the **CENTRALINA REGIONAL COUNCIL** and shall be hereinafter referred to herein as the “Council.”

## ITEM III

**Membership:**

- A. The initial membership of this Council of Governments shall consist of the following governmental units who are presently members of the Council and such additional units of local government admitted in accordance with the provisions of this Charter:

Albemarle	Harrisburg	Monroe
Anson County	Huntersville	Mooresville
Ansonville	Indian Trail	Morven
Badin	Iredell County	Mount Holly
Belmont	Kannapolis	Oakboro
Bessemer City	Kings Mountain	Pineville
Cabarrus County	Landis	Ranlo
Charlotte	Lincoln County	Richfield
Cherryville	Lincolnton	Salisbury
Cleveland	Locust	Spencer
Concord	Lowell	Stallings
Cornelius	Marshville	Stanley
Cramerton	Marvin	Stanly County
Dallas	Matthews	Statesville
Davidson	McAdenville	Troutman
East Spencer	Mecklenburg County	Union County
Faith	Midland	Wadesboro
Gaston County	Mineral Springs	Waxhaw
Gastonia	Mint Hill	Wingate
Granite Quarry	Misenheimer	

- B. Any municipal or county government which is not an initial member of the Council, including any municipal or county government in a state adjoining North Carolina (where permitted by the laws of said adjoining state) may join the Council by ratifying or adopting this Charter and upon the majority vote of the existing members. Notice of such application for admission shall be given each member in the manner prescribed by the Council Bylaws at least ten (10) days prior to the date of the meeting at which the vote is to be taken.
- C. All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council; and “delegates” as used in this Charter shall, unless otherwise provided, include alternate delegates duly designated by a member government.

#### ITEM IV

**Purpose and Functions:** The Council hereby established shall be a voluntary organization of local governmental units organized and existing to (1) provide a framework within which matters affecting the health, safety, welfare, education, recreation, economic conditions, transportation, water quality and solid waste, regional planning or regional development of and for the citizens within the member governmental units may be studied and discussed, and concerning which solutions or recommendations are proposed; (2) to implement courses of action relating to the matters within contractual exercise by one unit for other units its jurisdiction through the joint exercise or of any power, function, right, privilege or immunity of local government; (3) to promote intergovernmental cooperation, communication and planning; and (4) to review, upon the request of state, federal or local governments, or agencies thereof, applications for grants or funds for projects affecting citizens within the members' jurisdictions.

## ITEM V

### **Representation:**

- A. Each member governmental unit shall be represented in the Council by one delegate or in the absence of such delegate by a designated alternate, if any. All delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governments in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner prescribed by the Bylaws of the Council. Each governmental unit may designate any number of alternate delegates.
- B. The term of office of each delegate shall commence upon the selection and certification of the delegate to the Council by the respective member government; and such delegate shall continue to represent the member government until a successor delegate is certified, unless the delegate shall sooner resign, cease to be an elected member of said governing body, or be removed as a delegate by said governing body, in which case his term shall expire on the effective date of such event. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may be permitted to vote in any matter. The members shall also appoint and certify a successor to fill any vacancy created by the death, removal, resignation, or ineligibility of a delegate (but not an alternate), but an alternate may represent a member until such successor delegate is appointed and certified.

## ITEM VI

### **Voting and Quorum Requirements:**

- A. Except as provided in paragraph D of this Item, each member governmental unit shall be entitled to one vote on all matters coming before the Council or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his absence, by an alternate delegate of the member government.
- B. A quorum shall be present for the transaction of business of the Council at any meeting at which there is representation of either (a) a majority of all the member governmental units or (b) fifty percent (50%) of the county member governmental units and thirty percent (30%) of the total number of member municipal governmental units.
- C. The affirmative vote of a majority of representatives present at any meeting at which a quorum was present shall be required for any action or recommendation of the Council or any committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters. Voting shall be by voice, a show of hands or, upon the request of any three delegates, by a poll of the delegates.
- D. Any member governmental unit shall be entitled to request that any matter requiring a vote of the Council be considered by weighted voting in accordance with the following

procedures:

1. A request for weighted voting must be made after the motion is made and before any vote on the motion is taken.
2. The vote on any matter appearing on the written agenda for the meeting, and upon which weighted voting has been requested, must be taken at that meeting unless the vote is postponed by a two-thirds non-weighted vote of the delegates.
3. Each member governmental unit shall be entitled to cast one vote for each 50,000 residents of its jurisdiction (or portion thereof) as determined by the census used in assessing members' dues for the current fiscal year. A simple majority of the votes cast shall be required for passage of any motion unless the Charter or Bylaws require a larger affirmative vote on particular matters.
4. Anything contained in these weighted voting procedures to the contrary notwithstanding, if on any motion utilizing weighted voting any three (3) county member governments shall cast negative votes, the motion shall fail unless the motion would have carried without the use of weighted voting.
5. All votes on issues where weighted voting is requested shall be taken by a poll of the delegates.

#### ITEM VII

**Withdrawal:** Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least six (6) months prior to the end of the fiscal year.

#### ITEM VIII

**Powers and Duties of the Council:** Within the limits of funds and personnel available, the Council:

- A. Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may hereafter from time to time authorize this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerate in Section 160A-475 (and any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference. Similarly, to the extent applicable, any powers authorized hereafter by the General Assembly of a state adjoining North Carolina may be exercised by the Council with respect to interstate activities or functions.
- B. Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:

1. To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning members shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member to representation on any particular committee granted hereinabove is asserted, the Chairman of the Council shall designate the membership of all committees.
2. To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in this Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other state, or any agency thereof, the Federal Government and its agencies, any municipality or county or agency thereof, the Federal Government and its agencies, any municipality or county or other governmental or quasi- governmental unit or agency (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants, or services, received from any source, to or for any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.
3. To meet with, consult with, contract with or act in concert with any county or municipality or any agency of any state, the federal government, any civic organization, or private organization in the furtherance of the purposes and objects within its jurisdiction.
4. To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with and pursuant to the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto), entitled "Interlocal Cooperation".
5. To contract with any government entity or agency, or any other person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available

funds; and to purchase and own such personal property, equipment, vehicles and furnishings as may be authorized or for which funds may be appropriated.

6. To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter or the laws of North Carolina.
7. To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health, safety, welfare, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions pursuant to which such agency is established, consistent with the powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to, the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with this Charter.
8. To contract with other units of local government, as that term is defined in G.S. 160A- 460, to provide for administrative, planning, procurements or other services, including administration of grants from local, state and federal agencies, in order to promote and encourage interlocal cooperation authorized under G.S. 160A-461.

## ITEM IX

### **Financial:**

- A. The general operating expenses of the Council shall be paid from funds paid to the Council by each member governmental unit. The annual contribution of each member governmental unit shall be based upon the duly adopted budget for such year and shall be assessed on the basis of the population for each member. For the purpose of determining the current population of each governmental unit, the Council shall use either (1) the Population Estimates for North Carolina Municipalities and Counties prepared by the United States Bureau of the Census and the North Carolina Office of State Budget and Management and published from time to time or (2) the official 10-year census figures. The current population estimates are the most recent estimates available using either (1) or (2) above, on the date the annual dues for member governments is determined by the Council.
- B. All expenditures of the Council for special projects of the Council or any committee thereof or for performance of contractual services for non-member units of local government shall be made from revenues paid to the Council by the governmental units



directly involved in such projects. All such revenues shall be credited to a special revenue account and all expenditures made at the completion of any project or contract. In no case shall other general fund revenues be used to pay any special project costs which do not reasonably involve or benefit the entire Council. In the event payments made by other units of local government exceed or are less than the actual cost of a special project, the excess shall be refunded to and the deficit paid by the units of local governments affected thereby.

- C. The budget for the Council for each fiscal year and the assessment of each member shall be adopted by the affirmative vote of at least seventy-five percent (75%) of the representatives present at a meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws, and provided further said notice is accompanied by a copy of the proposed budget and assessment.
- D. The budget for the Council and the assessment for each member governmental unit shall be adopted by the Council no later than April 15th of each year. Provided, the Council shall publish and deliver to the delegates a budget estimate, indicating each member governmental unit's estimated share thereof, on or before March 31st of each year, if the actual budget shall not have been adopted by that date.
- E. The budget, once adopted, may be amended by the affirmative vote of at least seventy-five percent (75%) of the representatives present at a meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws, and provided, further, said notice shall state in detail the proposed terms of the amendment and the reasons therefor.
- F. The annual assessment for each member governmental unit shall be payable on or before August 1st of each year and shall be delinquent thereafter. Any member of the Council which becomes delinquent in the payment of its annual assessments shall lose all rights and privileges of Council membership during such a period of delinquency. Any new member shall pay the full annual assessment for the current fiscal year regardless of its date of admission.
- G. All revenues paid to the Council by member governmental units and all other sources whatsoever shall be deposited in the general fund of the Council, and separate revenue and expenditure accounts shall be maintained for each phase of operation of the Council to the extent required by sound accounting practices, to include, but not to be limited to, such accounts for the general operating expenses of the Council and each special project undertaken by the Council or any committee thereof.
- H. The general operating expenses of the Council shall include, but are not necessarily limited to: providing meeting and office space or other such physical facilities needed by the Council or any committee thereof; providing compensation for the director and other administrative personnel of the Council; providing the necessary legal and accounting or other professional services; providing furniture, equipment, vehicles and

supplies, paying special consultants, temporary employees and contractors duly authorized by the Council; reimbursing authorized expenses of Council employees.

- I. Unless the Council shall otherwise provided by resolution, any surplus funds in the general operating expense account at the close of any fiscal year shall be credited as additional revenue for budget purposes for the following fiscal year. All other funds shall be held and disbursed as otherwise herein provided or as directed by the contributing source.
- J. No private party may benefit from or have an interest in the Council's earnings and financial assets.

## **ITEM X**

### **Compensation and Expenses of Delegates:**

- A. Except for the Chairman of the Council, a delegate, and in his absence, an alternate delegate may receive, if the Bylaws so provide, up to \$40.00 for each regular or special meeting of the Council and Executive Committee attended, not to exceed \$500.00 during any fiscal year. Such Bylaws may also provide that actual travel expenses, not to exceed twenty-five cents (\$.25) per mile, may be paid to each delegate, and in his absence to one alternate delegate, for attending any meeting of the Council or any committee meeting. The Chairman of the Council shall receive \$200.00 per month as compensation for his services to the Council.
- B. For travel on any authorized business of the Council, other than to attend Council or committee meetings, delegates shall be reimbursed for their actual expenses, as approved by the Council.

## **ITEM XI**

**Severability:** If any Item, paragraph, sentence or phase of this Charter shall be declared by any court of competent jurisdiction to be in violation of the laws of this State or, where applicable, of the laws of any other state, such provisions of this Charter shall be considered to be severable, as to the member or members affected, and the validity of the remaining portion of the Charter shall not be affected.

## **ITEM XII**

### **Amendment of Charter and Dissolution of Council:**

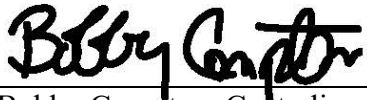
- A. The Council may formally recommend to the member governments a resolution to amend the Charter by affirmative vote of at least three-fourths of the representatives present at any meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws. Said amendment shall become effective when the resolution has been duly adopted by three-fourths of the member governmental units.

B. The Council may be dissolved at the end of any fiscal year only (1) upon adoption of a dissolution resolution by three-fourths of the governing bodies of all governmental units, or (2) the withdrawal from the Council of all but one of the member governmental units. Upon dissolution, the Council's financial assets will be distributed solely to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

**ITEM XIII**

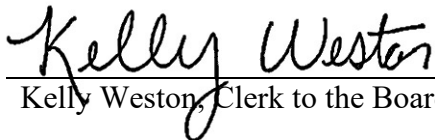
**Effective Date:** The effective date of this amended Charter shall be February 9, 2022, as to the current membership; and as to all subsequent members, this Charter shall be effective on the date of its adoption by the governing body of such governmental unit or the date such member's application was approved, whichever shall be later.

Amended January 1, 1972  
Amended July 1, 1989  
Amended February 9, 2022



\_\_\_\_\_  
Bobby Compton, Centralina Chair

Attested by:



\_\_\_\_\_  
Kelly Weston, Clerk to the Board



## RESOLUTION AMENDING THE CENTRALINA CHARTER AND BYLAWS

**WHEREAS,** Centralina Regional Council is one of 16 regional councils in North Carolina, authorized by the General Assembly to address regional issues and opportunities by offering planning, coordination, program management, advocacy, and technical assistance services; and

**WHEREAS,** Centralina's Charter notes that the organization was created for the region's local governments to "consult among themselves to act in concert and to jointly exercise the powers of local government with reference to regional matters affecting health, safety, welfare, education, transportation, recreation, economic conditions, regional planning or regional development"; and

**WHEREAS,** Centralina attorneys from Shumaker, Loop, and Kendrick have advised that this statement in the Centralina Charter indicates that the organization performs an "essential government function" consistent with Internal Revenue Code Section 115(1), which specifies tax exemption for income derived from such a function; and

**WHEREAS,** Centralina's income is not exempt from federal income tax under Internal Revenue Code Section 115(1), however, because the Charter and Bylaws do not specifically prohibit a private party from benefitting or having an interest in the organization's earnings or assets; and

**WHEREAS,** Centralina attorneys have advised that Centralina's income will be eligible for a federal income tax exempt status if the organization amends its Charter and Bylaws to explicitly provide that no private party may benefit or have an interest in Centralina's earnings or assets, and that upon dissolution, those assets will be distributed solely to Centralina member governments.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Delegates of Centralina Regional Council amends the organization's Charter Resolution as follows (underlining indicates additions and strikethroughs indicate deletions):

ITEM IX, Section J:

No private party may benefit or have an interest in Centralina's earnings or financial assets.

...

ITEM XII, Section B:

The Council may be dissolved at the end of any fiscal year only (1) upon adoption of a dissolution resolution by three-fourths of the governing bodies of all governmental units, or (2) the withdrawal from the Council of all but one of the member governmental units. ~~If such dissolution is effected by resolution of the member governments, such resolution shall specify the method of liquidating~~



the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, Upon dissolution, the Council's financial assets will be distributed solely to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

**BE IT FURTHER RESOLVED,** that Centralina Regional Council amends its Bylaws as follows (underlining indicates additions):

Article X: Financial

G. Financial Interest and Distribution of Assets: No private party may benefit or have an interest in the Council's earnings or financial assets. Upon dissolution of the Council, its financial assets will be distributed solely to the member governments that paid the latest annual assessment and in the same proportion.

Adopted this 9th day of February, 2022.

A handwritten signature in blue ink that reads "Bobby Compton".

\_\_\_\_\_  
Bobby Compton, Centralina Regional Council Board Chairman

ATTEST:

A handwritten signature in black ink that reads "Kelly Weston".

\_\_\_\_\_  
Kelly Weston, Clerk to the Board

**Outstanding Debt of the City of Concord  
30-Jun-22**

Series	Revenue Bonds Description	6/30/2022	Final Maturity	Avg Coupon	Use of Proceeds	FYE 2023	FYE 2023
		Principal Outstanding				Principal Due	Interest Due
Series 2012	Utility System Revenue Bonds-Refunding	8,805,000	12/1/2028	4.080%	Water/Electric	1,115,000	287,581
Series 2019	Utility System Revenue Bonds-Refunding	2,227,000	12/1/2022	1.670%	Water/Electric/Sewer	2,227,000	18,595
Series 2016	Utility System Revenue Bonds-Refunding	16,740,000	12/1/2035	4.684%	Water/Electric/Sewer	865,000	770,375
<b>TOTAL</b>		<u>27,772,000</u>		<u>4.337%</u>		<u>4,207,000</u>	<u>1,076,551</u>

Series	Non General Obligation Debt Description	44,742	Final Maturity	Interest Rates	Use of Proceeds	FYE 2023	FYE 2023
		Balance Outstanding				Principal Due	Interest Due
Series 2014A	Limited Obligation	19,180,000	6/1/2034	2.0% to 5%	**Building/Telecommunication	1,540,000	789,031
11/10/2015	Installment Purchase	3,524,000	5/1/2030	2.420%	Parking Facility-Aviation	405,000	85,281
10/11/2017	Installment Purchase Refunding 07 IPA	3,410,962	6/30/2028	2.040%	***Aviation/Fire Station	655,772	66,213
3/10/2021	Installment Purchase	5,580,000	3/1/1931	1.430%	Fire Station 12	620,000	79,794
11/15/2004	Installment Purchase	543,750	11/15/2024	5.010%	Aviation-Hendrick Hangar	225,000	22,075
<b>TOTAL</b>		<u>32,238,712</u>				<u>3,445,772</u>	<u>1,042,394</u>
		<u>60,010,712</u>				<u>7,652,772</u>	<u>2,118,945</u>

\*\* City Hall, Police HQ, Telecommunication Equip.

\*\*\* Land, Hangar, N Taxiway, Fuel Farm, Fire Station 9

Notes

2014 LOBS refunded the 2005 COPS

2017 IPA refunding 2008 IPA

2016 Utility Revenue Bonds refunded 2008 bonds

2019 Utility Revenue Bonds refunded 2009B bonds

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of May 2022**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>90,793.32</b>
CONCORD DOWNTOWN	\$	-

<b>REFUNDS</b>		
CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	-

<b>DISCOVERIES</b>							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	3,629,957	3,629,957	0.0048	17,423.79	10,454.27	
2017	0	3,756,520	3,756,520	0.0048	18,031.30	9,015.65	
2018	0	4,769,006	4,769,006	0.0048	22,891.23	9,156.49	
2019	0	2,082,591	2,082,591	0.0048	9,996.44	2,998.93	
2020	0	5,021,323	5,021,323	0.0048	24,102.35	6,124.33	
2021	0	32,782,483	32,782,483	0.0048	157,355.92	30,249.66	
2022	0	0	0	0.0048	0.00	0.00	
<b>Total</b>	<b>0</b>	<b>52,041,880</b>	<b>52,041,880</b>		<b>\$ 249,801.02</b>	<b>\$ 67,999.33</b>	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
2021	0	0	0	0.0023	0.00	0.00	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>	

**Tax Report for Fiscal Year 2021-2022****FINAL REPORT****May****Property Tax Receipts- Munis**

2021 BUDGET YEAR	148,915.82
2020	18,934.20
2019	3,204.51
2018	1,327.03
2017	1,010.62
2016	977.76
2015	1,022.92
2014	949.42
2013	690.58
2012	690.58
Prior Years	1,743.80
Interest	18,003.57
Refunds	
	<hr/>
	197,470.81

**Vehicle Tax Receipts- County**

2021 BUDGET YEAR	472,993.00
2020	
2019	
2018	
2017	
2016	
2015	
Prior Years	219.36
Penalty & Interest	5,198.14
Refunds	
	<hr/>
	478,410.50

**Fire District Tax - County**

2021 BUDGET YEAR	3958.79
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<hr/>
	679,840.10

423:Vehicle Tag Fee-Transportation Impr Fund	36,372.75
100:Vehicle Tag Fee	147,649.50
292:Vehicle Tag Fee-Transportation Fund	36,372.75
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<hr/>
	220,395.00

Privilege License	641.00
Prepaid Privilege Licenses	
Privilege License interest	
<b>Total Privilege License</b>	<hr/>
	641.00

Oakwood Cemetery current	3,425.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	5,358.36
Rutherford Cemetery endowment	2,266.64
West Concord Cemetery current	1,425.00
West Concord Cemetery endowment	300.00
<b>Total Cemetery Collections</b>	<hr/>
	12,775.00

<b>Total Collections</b>	<hr/>
	\$ 913,651.10



<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	249,801.02
Discovery Penalty	67,999.33
<b>Total Amount Invoiced - Monthly</b>	<u>317,800.35</u>
<b>Total Amount Invoiced - YTD</b>	65,807,352.13

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	90,793.32
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>90,793.32</u>

<b>Adjusted Amount Invoiced - monthly</b>	227,007.03
<b>Adjusted Amount Invoiced - YTD</b>	65,608,281.96

Current Levy Collected	148,915.82
Levy Collected from previous years	30,551.42
Penalties & Interest Collected	18,003.57
Current Month Write Off - Debit/Credit	-
<b>Total Monthly Collected</b>	<u>197,470.81</u>
<b>Total Collected - YTD</b>	65,483,228.74

**Total Collected - net current levy -YTD** 65,008,871.78

Percentage of Collected -current levy 99.09%

Amount Uncollected - current year levy 599,410.18

Percentage of Uncollected - current levy 0.91%

100.00%

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By CUSIP / Ticker  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 5/31/2022

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
<b>Commercial Paper</b>									
CP BANCO DE CHILE 0 6/1/2022	05952TF16	5,000,000.00	4,993,369.44	6/1/2022	0.220	1.30	N/A	99.867389	1
CP CHARLOTTE MECK HOSP 0 6/22/2022	16085KFN4	5,000,000.00	4,995,550.00	6/22/2022	0.120	1.31	N/A	99.911	22
CP CREDIT SUISSE 0 8/19/2022	2254EBHK0	5,000,000.00	4,988,000.00	8/19/2022	0.321	1.30	N/A	99.76	80
CP HONEYWELL INTL 0 7/5/2022	43851UG56	5,000,000.00	4,993,175.00	7/5/2022	0.781	1.30	N/A	99.8635	35
CP ING US FUNDING LLC 0 6/10/2022	4497W1FA9	5,000,000.00	4,993,427.78	6/10/2022	0.260	1.30	N/A	99.868556	10
CP ING US FUNDING LLC 0 9/21/2022	4497W1JM9	5,000,000.00	4,981,743.06	9/21/2022	0.552	1.30	N/A	99.634861	113
CP JP MORGAN SECS LLC 0 8/29/2022	46640QHV6	5,000,000.00	4,974,877.78	8/29/2022	1.528	1.30	N/A	99.497556	90
CP JP MORGAN SECURITIES 0 10/25/2022	46640QKR1	5,000,000.00	4,965,912.50	10/25/2022	1.017	1.30	N/A	99.31825	147
CP LEXINGTON PARKER 0 8/3/2022	52953BH30	5,000,000.00	4,979,575.00	8/3/2022	1.295	1.30	N/A	99.5915	64
CP LMA S A DISC CP 0 7/11/2022	53944RGB8	5,000,000.00	4,990,605.56	7/11/2022	0.381	1.30	N/A	99.812111	41
CP MOUNTCLIFF 0 7/20/2022	62455BGL3	5,000,000.00	4,990,200.00	7/20/2022	0.281	1.30	N/A	99.804	50
CP NATIXIS 0 8/31/2022	63873KHX8	5,000,000.00	4,987,020.83	8/31/2022	0.351	1.30	N/A	99.740417	92
CP SALVATION ARMY 0 9/2/2022	79583TJ22	5,000,000.00	4,990,286.11	9/2/2022	0.261	1.30	N/A	99.805722	94
CP TORONTO DOM BK0 7/19/2022	89119BGK6	5,000,000.00	4,983,727.78	7/19/2022	1.013	1.30	N/A	99.674556	49
CP TOYOTA MTR CR CORP 0 11/10/2022	89233HLA0	5,000,000.00	4,959,950.00	11/10/2022	1.089	1.30	N/A	99.199	163
Sub Total / Average Commercial Paper		75,000,000.00	74,767,420.84		0.631	19.54		99.690309	70
<b>FFCB Bond</b>									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.31	N/A	99.94	352
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.31	N/A	100	479
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.31	N/A	99.957	598
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.30	N/A	99.8	640
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.31	N/A	100	548
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.31	N/A	100	436
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.91	N/A	99.94	675
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.31	N/A	100	833
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.31	N/A	100	811
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.31	N/A	100	1,217
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.31	N/A	100	1,477
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.09	N/A	99.6	874
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.31	N/A	100	1,056
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.31	N/A	100	1,581
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.31	N/A	100	923
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.30	N/A	99.725	2,431
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.31	N/A	100	1,301
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.31	N/A	100	2,110
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.31	N/A	100	2,123
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.30	N/A	99.2	2,480
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.31	N/A	100	1,764
Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	26.80		99.914899	1,186
<b>FHLB Bond</b>									
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.30	N/A	99.85	492

FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.31	N/A	100	545	
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.31	N/A	100	619	
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.31	N/A	100	486	
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.31	N/A	100	724	
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.31	N/A	100	724	
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.31	N/A	100	738	
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.31	N/A	99.98	1,141	
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.31	N/A	100	699	
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.31	N/A	100	819	
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.31	N/A	99.98	1,238	
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.31	N/A	100	776	
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.31	N/A	100	790	
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.31	N/A	99.9	1,358	
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.31	N/A	100	1,379	
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.30	N/A	99.725	1,904	
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.31	N/A	100	972	
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.31	N/A	100	2,711	
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	N/A	106.665827	623	
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.31	N/A	100	1,339	
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.31	N/A	100	1,309	
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.31	N/A	100	1,429	
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	27.58		100.008318	1,054	
FHLMC Bond										
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.84	N/A	99.986726	391	
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.55	N/A	100.039854	465	
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.31	N/A	100	562	
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	4/20/2023	0.341	0.34	N/A	100.100871	324	
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.59	N/A	100	790	
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.31	N/A	100	1,505	
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.34	N/A	99.386016	988	
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	6/19/2023	0.244	0.34	N/A	107.589	384	
Sub Total / Average FHLMC Bond		21,410,000.00	21,496,665.65		0.503	5.62		100.436242	771	
FNMA Bond										
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	0.97	N/A	100.076557	545	
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.31	N/A	100	577	
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.31	N/A	100	514	
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.04	N/A	99.325	436	
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.31	N/A	100	443	
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.31	N/A	100	819	
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.30	N/A	99.797	930	
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.31	N/A	100	1,176	
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.31	N/A	100	1,182	
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.33	N/A	93.265273	1,057	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.31	N/A	100	1,140	
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.31	N/A	100	1,612	
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.31	N/A	100	1,983	
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.28	N/A	101.665856	952	
FNMA 1.625 10/15/2024	3135G0W66	2,380,000.00	2,454,218.36	10/15/2024	0.577	0.64	N/A	103.119202	868	
FNMA 1.75 7/2/2024	3135G0V75	1,510,000.00	1,571,618.47	7/2/2024	0.361	0.41	N/A	104.080727	763	
FNMA 2.375 1/19/2023	3135G0T94	860,000.00	895,741.60	1/19/2023	0.907	0.23	N/A	104.156	233	
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.42	N/A	106.058	615	
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.33	N/A	107.99	469	

Sub Total / Average FNMA Bond		67,540,000.00	67,787,597.82		0.567	17.71		100.403577	931
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	82,529.58	82,529.58	N/A	0.700	0.02	N/A	100	1
NCCMT LGIP	NCCMT481	9,596,054.69	9,596,054.69	N/A	0.700	2.51	N/A	100	1
NCCMT LGIP	NCCMT271	134,030.75	134,030.75	N/A	0.700	0.04	N/A	100	1
Sub Total / Average Local Government Investment Pool		9,812,615.02	9,812,615.02		0.700	2.56		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	714,414.25	714,414.25	N/A	0.200	0.19	N/A	100	1
Sub Total / Average Money Market		714,414.25	714,414.25		0.200	0.19		100	1
Total / Average		382,656,029.27	382,676,387.88		0.656	100		100.014972	831