



# City Council Agenda

Thursday, March 12, 2020

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:**

January 30, January 31, February 11, and February 13, 2020.

**IV. Presentations**

**1. Presentation to the City of Concord for receiving the Tree City USA designation.**

**(Work Session)** On January 30, 2020, Concord was named a 2019 Tree City USA community by the Arbor Day Foundation. Concord achieved Tree City USA recognition by meeting the programs four requirements: having a tree board or department, establishing a tree care ordinance, having an annual community forestry budget of at least \$2.00 per capita and an Arbor Day observance and proclamation. Tree City USA recognition from the NC Forest Service and Arbor Day Foundation highlights the City's commitment to urban forestry, community improvement and civic pride. Concord is one of more than 3600 Tree City USA communities with 87 of those communities being located in North Carolina.

**2. Presentation of a Proclamation recognizing March as Red Cross Month.**

**V. Unfinished Business**

**A. Continue a public hearing and consider adopting an ordinance for annexation of four (4) parcels located on the northeast side of the Rocky River Road and Lower Rocky River Road intersection.** The authorized petitioner for the annexation is Keith Rains, PE, of McKim and Creed. The subject property consists of +/- 56.83 acres on the northeast corner of Rocky River Road and Lower Rocky River Road. The property is also adjacent to the southwest corner of the Mills at Rocky River project, and west of Rocky River Elementary School. The applicant is proposing to annex in order to develop a single-family detached development under the Conservation Subdivision (CS) standards. See attached for detailed information.

**Recommendation:** Consider a motion to adopt an annexation ordinance and set the effective date for March 12, 2020.

**VI. New Business**

**A. Informational Items**

**1. Presentation from Jacqueline Gafrarar, Managing Director, 600 Festival-CSM Production, regarding the 2020 Haulers on Union event (work session only).** The 2020 Haulers on Union Parade and Fan Fest is planned for Thursday, May 14. In addition to over 30 NASCAR Cup car haulers en route to Charlotte Motor Speedway, there will be a free party in the streets with live music, activities for children, food trucks, giveaways, race cars on display and so much more.

**B. Departmental Reports**

**C. Recognition of persons requesting to be heard**

#### D. Public Hearings

1. **Conduct a public hearing and consider adopting an ordinance annexing one parcel of land, 3817 Cochran Rd (southwest corner of Cochran Rd and Roberta Rd), owned by Cabarrus County Schools.** The voluntary annexation petition is for +/- 43.824 acres for the purpose of constructing a middle school for the Cabarrus County School System. See the attached detailed information.

**Recommendation:** Conduct a public hearing and consider a motion to adopt an annexation ordinance and set the effective date for March 12, 2020.

2. **Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a three year/85% tax based Downtown Municipal Service District Economic Development Incentive Grant to RCG SE, LLC for the redevelopment of 66 Union St. S.** RCG SE, LLC purchased the purchase of 66 Union St. S. (former City Hall Annex) in February 2020 in the amount of \$493,550. Since their initial presentation to City Council, RCG has expanded its plans to invest approximately \$1,009,448 into remodeling and renewal of the existing building to create a multi-tenant facility. The first floor would consist of four commercial bays targeting a market, savory bakery, and other retail service destinations. The second floor would be renovated to target a professional office user. The basement will be leased back to the City to sublease for non-profit office space. During due diligence, RCG discovered significantly greater renovation needs than initially projected. The proposed incentive will assist RCG in maintaining its envisioned high quality design and aesthetics. The proposed investment meets the requirements as set forth under the City of Concord Downtown Municipal Service District Economic Development Grant Program. The total value of the City's three-year grant is estimated to equal \$12,355.64.

**Recommendation:** Motion to offer a contract for a three year / 85% Downtown Municipal Service District Economic Development Incentive Grant to RCG SE, LLC for the redevelopment of 66 Union St. S., pursuant to NC General Statutes Sec. 158-7.1.

3. **Conduct a public hearing to consider adopting an ordinance amending Articles 8 and 14 of the Concord Development Ordinance (CDO) relative to allow "bars/taverns" as a permitted use.** In November, the voters of Concord approved a referendum to allow the on-premise sale and consumption of malt beverages, separate from restaurants. Prior to the referendum, on-premise sale and consumption was permissible only for establishments classified, through Alcohol Beverage Commission rules as 1) a restaurant, 2) a brewery where the malt beverages are produced on site, or 3) a private club, where mixed drinks are also produced. Therefore, the referendum allows issuance of malt beverage permits to establishments that function as bars or taverns, and it is necessary to amend the CDO to address this use. The Planning staff met with representatives of the Police Department regarding a reasonable accommodation of these uses, given current enforcement concerns and ABC permitting issues. It was the consensus that the private club approach works well as far as separation requirements. The amendment allows bars and taverns as permitted uses with specific standards within Center City (CC) and General Commercial (C-2). They could also be established within PUD, TND or MX districts as long as they are specified as permitted uses in the approval process. Those standards are identical to those in effect for private clubs, except that the minimum spacing requirement has been reduced from 1,000 to 200 feet. A bar/tavern could not be established within 200 feet of a residential zoning district, church, school, daycare or another bar/tavern. The standards clarify that the measurement is taken from the exterior wall (or deck/patio) of the bar to the other use. The spacing requirement would not be applicable in CC zoning or any of the mixed-use zoning districts. The requirement would also not be applicable to any mixed-use building (which could be developed in C-2). The amendment also adds a standard definition. At the February

meeting, the Planning Commission voted unanimously to refer the amendment to Council for public hearing and consideration.

**Recommendation:** Motion to adopt an ordinance amending Articles 8 and 14 of the CDO relative to bars/taverns.

4. **Conduct a public hearing for case Z(CD)-20-19 and consider adopting an ordinance amending the official zoning map for +/- 275.60 acres located on the west side of Odell School Road, generally south of Untz Road from Residential Low Density (RL) to Residential Village Conditional District (RV-CD).** The Planning and Zoning Commission heard the above referenced petition at their January 21, 2020 public hearing and acted to approve the request, by a vote of 5-1, with conditions. In accordance with Concord Development Ordinance section 3.2.4-B, "Any person aggrieved by the decision of the Planning and Zoning Commission shall have the right to appeal the action to the City Council. The appeal shall be filed by giving notice in writing to the Administrator as designated by the City Manager within fifteen (15) days of the decision of the Planning and Zoning Commission. The City Council shall place the item on the next available City Council agenda." An appeal was submitted on February 3, 2020 and is forwarded to City Council for reconsideration of the rezoning request. Please see the attached documents for further detail.

**Recommendation:** Conduct a public hearing and consider adopting an ordinance amending the official zoning map from Residential Low Density (RL) to Residential Village Conditional District (RV-CD).

#### **E. Presentations of Petitions and Requests**

1. **Consider adopting a resolution to sell 528 Allison Street NW to homebuyers, Zoltan and Hannah Felso, in the amount of \$127,500.** In FY 2018/2019, City Council took the initiative to allocate funds for the creation of affordable housing throughout the City as a first step to address the growing housing need. Through this effort, one (1) house has been constructed/sold with another nearing completion. Standards for all new construction include hardy plank siding, meeting SystemVision requirements and a landscaping package. To ensure the viability and attractiveness of the homes as well as the neighborhood, covenants have been attached to all City built properties. In June of 2019, Council approved the construction of 528 Allison Street NW. That home is the first 2-bedroom home build by the City, which was the result of request from potential homebuyers seeking smaller homes. The listed purchase price was \$127,500 and the City received the full asking price.

**Recommendation:** Motion to adopt a resolution to sell 528 Allison St NW to homebuyers, Zoltan and Hannah Felso, in the amount of \$127,500.

2. **Consider amending the City of Concord Downtown Municipal Service District Economic Development Grant Program to redefine the pre-construction assessed value for properties owned by tax exempt entities.** The City of Concord Downtown Municipal Service District Economic Development Grant Program is designed to stimulate development of new businesses and expansion of existing businesses. The policy acknowledges that while downtown is integral to the City's sustainability and economic growth, its future is dependent on the strength, vitality and growth of businesses and residences within the district. The City currently collects no tax revenues on several properties within the downtown Municipal Service District (MSD) that are owned by tax exempt entities (e.g. City, County, or non-profits). The proposed amendment specifies that the pre-construction assessed value for properties owned by tax exempt entities, at the time of a grant award, shall be recognized as zero for the purposes of the grant payment calculation. This policy change acknowledges that the location and success of an economic development project at one of these sites would allow the City to collect new tax revenues on the proposed improvements in addition to any existing assessed value that is not currently

taxed because of former ownership by a tax exempt entity. Attached is a copy of the Downtown MSD Program that highlights the proposed amendment on page 7.

**Recommendation:** Motion to amend the City of Concord Downtown Municipal Service District Economic Development Grant Program to redefine the pre-construction assessed value for properties owned by tax exempt entities.

- 3. Consider authorizing the City Manager to negotiate and execute a contract with McGill Associates, PA for engineering services relating to the design of the Union Streetscape Project.** Council gave approval in October 2019 to move forward with Option 1, which includes 22-foot sidewalks for the Union Streetscape Project. Staff prepared and issued an RFQ in December 2019 for design and engineering of the project. The City received eleven submissions which were reviewed by a selection committee made up of Planning staff and Directors of Planning, Buildings & Grounds and Engineering. Four of the eleven submissions were invited for interviews and McGill Associates was selected from these firms. McGill Associates has extensive experience with Streetscape projects in similar cities to Concord including Statesville, Asheville, Newton and Sanford. Their portfolio of streetscape projects, both active and recently completed, provides their design team and the City of Concord with current trends of construction costs for similar projects. This will help produce invaluable information at each milestone of design to develop a viable project to be implemented in Downtown Concord. Their team is composed primarily of in-house staff, but also includes Nealon Planning – Placemaking & Public Art, Ramey Kemp & Associates – Traffic Operations, and ECS Southeast – Geotechnical. In September 2019, City staff presented probable cost estimates to City Council during their Projects Update meeting. The probable construction cost for Option 1 came to \$5.96M. The design & bidding fees for McGill Associates total \$505,000. Staff feels this fee is appropriate given the expanded scope to include extensive infrastructure updates and based on the probable construction cost presented to Council in September 2019. If City Council approves the design contract, a budget amendment will be brought to Council in April transferring funds into the streetscape project account to cover the cost from the original budget, which was based on a \$2,000,000 streetscape and not the fully evaluated streetscape of \$5,960,000.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute an engineering contract with McGill Associates, PA in the amount of \$505,000 for the Union Streetscape Project.

- 4. Consider approving the 2020 Federal and State Legislative agendas and priorities.** Council heard presentations on Federal and State challenges during the 2020 Planning Session in January. It is beneficial for City Council to consider legislative issues in advance so elected officials, staff and/or other representatives will have formal positions to advocate when discussing matters with representatives of the Federal executive branch, members of the United States Senate or House of Representatives, the Governor's office and/or members of the North Carolina General Assembly. The 2020 Federal Legislative Agenda and State Legislative Priorities were prepared based on Mayor/Council feedback from this discussion.

**Recommendation:** Motion to approve the 2020 Federal and State Legislative agendas and priorities.

- 5. Consider appointing a voting delegate and alternate voting delegate for the NC League of Municipalities' Business Meeting to be held during the 2020 CityVision Annual Conference in Wilmington, May 6-7, 2020.** Each municipality represented at the 2020 CityVision Conference is asked to appoint a voting delegate and alternate voting delegate for the business meeting that is scheduled for Thursday, May 7, 2020.

**Recommendation:** Motion to appoint a voting delegate and alternate voting delegate for the business meeting to be held at the NC League of Municipalities' Business Meeting to be held during the 2020 CityVision Annual Conference.

- 6. Consider approving the new benefit plan rates for the City of Concord for FY2020-2021 and authorize the City Manager to negotiate, conclude, and execute contracts with plan providers.** The PPO plan has consistently run well above budget and impacts the City's plan costs annually. In recognizing the unsustainability of this plan, staff identified the need to replace the PPO plan and began notifying staff in 2019 of this upcoming change for FY21. A new Base Plan has been identified which will replace the PPO plan option. It is a low cost premium plan option with a higher deductible/out of pocket maximum for participants who may rather spend money only if and when medical care may be needed and have a lower upfront cost on premiums. The HRA plan would remain in place.

**Recommendation:** Motion to approve the new rates for the City of Concord benefit plans for FY2020-2021 and authorize the City manager to negotiate, conclude, and execute contracts with plan providers.

- 7. Consider adopting a resolution authorizing the exchange of certain greenway easements and temporary construction easements with Martin Marietta Materials, Inc.** Martin Marietta conveyed certain easements located on a portion of property identified as PIN 4599-45-6349 for the purpose of extending the Hector Henry Greenway. Additional evaluation after the conveyance revealed that some of the easement areas were not suitable due to other existing utility easements and/or wetlands located in the area. Therefore, Martin Marietta has agreed to convey new easements in roughly equal proportions to the unsuitable portions with only 834 square feet of additional easement area. The new easement area is valued at \$150.

**Recommendation:** Motion to adopt a resolution authorizing the abandonment of the unsuitable easement areas and conveyance of those easements back to Martin Marietta and the exchange and purchase of the new easements areas and directing the City Attorney to take all necessary actions to complete the exchange.

- 8. Consider authorizing staff to pursue eligible grant program funding for the purchase of new and replacement service vehicles for the Rider Transit fleet.** Rider Transit's fleet is reaching the end of its useful life. To date, all revenue service vehicles in the fleet have been purchased with the assistance of Federal grant funds. There are several discretionary grant opportunities currently available to apply for funds to replace the current fleet as needed, as well as purchase one additional new bus to expand the number of available spare vehicles. These grant programs include FTA's 5339 program, the Federal BUILD program, and Surface Transportation Block Grant Program (STBGP). These grants provide 80%-83% of the cost of the vehicle purchase, depending on the program. Staff is requesting to submit applications to these available programs in an effort to secure grant funding to allow Rider Transit to maintain its fleet in a state of good repair. The request was presented to the Concord Kannapolis Transit Commission on 2/26/20 and was unanimously approved.

**Recommendation:** Motion to authorize staff to pursue eligible grant program funding to be able to purchase new and replacement service vehicles for the Rider Transit fleet.

- 9. Consider adopting a resolution to abandon an easement across property at 6620 Breezy Lane (Rocky River Wastewater Treatment Plant).** The easement as recorded in Deed Book 1351, Page 216, and shown on Plat Book 65 Page 12 was for Electric Department's use and is no longer needed. The Water and Sewer Authority of Cabarrus County (WSACC) has requested that the easement be abandoned. The Electric Department agrees with the abandonment.

**Recommendation:** Motion to adopt a resolution authorizing the Abandonment of Easement.

## VII. Consent Agenda

- A. Consider authorizing the City Manager to execute a contract addendum for easement acquisition services with STV Engineers, Inc and to adopt a capital**

**project ordinance.** STV is currently under contract for the design of the Poplar Tent Road water main project. Additional services are required to proceed with easement acquisition. These additional services are priced at \$41,640.

**Recommendation:** Motion to authorize the City Manager to execute a contract addendum with STV Engineers in the amount of \$41,640 and adopt a capital project ordinance.

- B. Consider authorizing the City Manager to negotiate and execute a contract for the FY2020 audit to Martin Starnes & Associates, CPAs, P.A.** Staff sent out an RFP for audit services. The results of that request for proposals is attached for your review. Staff is requesting that the City Council award the contract to Martin Starnes & Associates, CPAs, P.A., which is the second lowest bidder. The low bidder was not selected as they did not have experience with municipalities of similar size or complexity. The lowest bidder also did not address additional services listed in the RFP including the Form 990 First Concord tax return and the HUD REAC submission. Staff has completed all reference checks and is recommending that the audit contract be awarded to Martin Starnes & Associates, CPAs, P.A. The bid proposal is for a period of 5 years. The fee for FY2020 is \$50,500, with estimated fees for FY2021 and FY2022 at \$52,025, and FY2023 and FY2024 at \$53,600. These fees include all services related to the required financial and compliance audit, preparation of the First Concord Form 990 tax return, and the HUD REAC submission.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract for the FY2020 audit to Martin Starnes & Associates, CPAs, P.A.

- C. Consider approving the 2020 Capital Fund Grant award from the US Department of Housing and Urban Development (HUD) and to adopt a budget ordinance appropriating the grant amount of \$354,993.** HUD has awarded the Housing Department a Capital Fund Grant for federal year 2020 in the amount of \$354,993 to assist with carrying out development, capital and management activities in order to assure that such projects continue to be available to serve low-income families.

**Recommendation:** Motion to accept the 2020 Capital Fund Grant award from HUD and adopt a budget ordinance appropriating the grant amount of \$354,993.

- D. Consider authorizing the Police Department to submit the 2021 NC Wildlife Commission application form to continue the extended Urban Archery season in the City of Concord for the year 2021.** The NC Wildlife Commission allows for an extended Urban Archery season for deer hunting in a municipality with the submission of the proper application. This application has been received and needs to be submitted by April 1, 2020 in order to extend the season for January 9 - February 14, 2021.

**Recommendation:** Motion to authorize the Police Department to submit the 2021 NC Wildlife Commission application form to continue the extended Urban Archery season in the City of Concord for the year 2021.

- E. Consider authorizing Parks and Recreation to apply for a Land and Water Conservation Fund (LWCF) Grant for construction of identified amenities at Marvin Caldwell Park.** The Marvin Caldwell Park is one of the City of Concord's oldest parks and was originally funded with Land and Water Conservation Funds (LWCF) in 1973. This year, Land and Water Conservation Fund (LWCF) grants can be used to renovate and/or replace outdoor recreational or support facilities at existing LWCF sites in accordance with approved master plans and based on public feedback. The Parks & Recreation Department would like to utilize the current master plan and the community feedback received on the re-development of the park for the application. The application would identify funds for up to three (3) amenities, which could include: 1) New, fully inclusive playground area; 2) Outdoor (covered) courts space; 3) Renovated Robert Mathis Amphitheater; 4) Baseball/multi-purpose field renovations; and 5) Support facilities, including new restroom building and/or shelters. The

maximum grant request is \$500,000 and these grants require a dollar for dollar match. Indoor recreation facilities and pools are not eligible for LWCF funds. The grant application is due to the Recreation Resource Office (NC State) by June 1, 2020 for review, and will be submitted to the State Park Advisory Board and National Park Service by July 1, 2020. The advisory board will review applications in mid to late August, and determine which projects will receive funding. The Advisory Board will announce awards by December of 2020. If approved and awarded, the City will have three (3) years to complete the project.

**Recommendation:** Motion to authorize Parks and Recreation to apply for a Land and Water Conservation Fund (LWCF) Grant for construction of identified amenities at Marvin Caldwell Park.

- F. 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: M & K Land, LLC, (PIN 4690-67-1034) 400 Woodhaven Place; and Park View Estates, LLC, (PIN 5528-45-5240) 5025 & 5175 Rocky River Road. Access easement and SCM maintenance agreement is being offered by the owners.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: M & K Land, LLC and Park View Estates, LLC.

- G. 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: Allen Mills Phase 2 Map 3, Weddington Road Apartments, and Barnhardt Family Enterprises. 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: Allen Mills Phase 2 Map 3, Weddington Road Apartments, and Barnhardt Family Enterprises.

- H. Consider accepting an Offer of Infrastructure at Lantana Subdivision Phase 4 Map 1, Allen Mills Phase 2 Map 2, Roberta Crossing, Action Glass & Mirror, and Dollar General Pitts School Road.** In accordance with the CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following is being offered for acceptance: 936' of roadway, 6,862' of 8" water main, 74' of 6" water main, 13 hydrants, 4,581' of 8" sewer line, and 26 manholes.

**Recommendation:** Motion to accept the offer of infrastructure in the following subdivisions and sites: Lantana Subdivision Phase 4 Map 1, Allen Mills Phase 2 Map 2, Roberta Crossing, Action Glass & Mirror, and Dollar General Pitts School Road.

- I. Consider adopting an ordinance to amend the utility capital reserve project fund to adjust the budgets to actual estimates.** Staff is requesting this amendment to adjust the budgets to what actual collections are estimated to be at year end.

**Recommendation:** Motion to adopt an ordinance to amend the utility capital reserve project fund to adjust the budgets to actual estimates.

- J. Consider adopting an ordinance amending the operating budgets for Water, Stormwater, and Electric for the OPEB (Other Postemployment Benefits) contribution.** Staff is recommending additional funding to the OPEB fund based on current reserves in the Water, Stormwater, and Electric operating funds. The City is aggressively working to address the outstanding liability for Concord's total OPEB liability of \$39 million as of June 30, 2019. The following amounts will be sent to the trust that holds our OPEB reserves, upon City Council approval: Water \$2,917,954, Stormwater \$457,880, and Electric \$273,916. After this contribution is made, the City will have approximately \$9.8 million in the OPEB Trust Fund.

**Recommendation:** Motion to adopt an ordinance amending the operating budgets for Water, Stormwater, and Electric to fund the City's OPEB liability.

- K. Consider acceptance of the Tax Office reports for the month of January 2020.** 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 January 2020.

- L. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of January 2020.** 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 January 2020.

- M. Receive monthly report on status of investments as of January 31, 2020.** A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

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

**VIII. Matters not on the agenda**

- TAC
- MTC
- Centralina Council of Government (CCOG)
- Concord/Kannapolis Transit Commission
- WSACC
- Public Art Advisory Committee
- Concord Family Enrichment Association
- PTT Committee
- Barber Scotia Task Force Committee

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

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

**XI. Adjournment**

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

## **Meeting Date**

December 12, 2019

## **Background**

The subject annexation petition hearing was opened in December of 2019 and tabled until February 13<sup>th</sup> to allow for the adoption of the City's new Conservation Subdivision Standards. At the February 13<sup>th</sup> hearing, the applicant requested that Council table the request an additional month to allow for site plan design that would be consistent with the new CS standards. The City received the site plan the evening of Wednesday, February 26<sup>th</sup>. Due to the timing of the plan submittal and due dates for Council item submittal, the full DRC (Development Review Committee) staff has not had the opportunity to review the plan at a technical level. However, Planning Staff has had the opportunity to briefly compare the plan and other submitted documents against the CS standards and ascertains that the plan can likely meet the intent of the CS ordinance. Staff has no objection to annexation based on the site design.

The subject property consists of +/- 56.83 acres on the northeast corner of Rocky River Road and Lower Rocky River Road. The property is also adjacent to the southwest corner of the Mills at Rocky River project, and west of Rocky River Elementary School.

The applicant has proposed to annex the subject property for the development of a single-family detached subdivision. Should annexation be adopted, a request for the CS (Conservation Subdivision) zoning classification will be presented to the Planning and Zoning Commission. A preliminary site plan has been submitted and is attached to Council's packet materials indicating a maximum of 113 lots at 1.99 du/a. 43% open space is provided and includes environmentally sensitive areas such as floodplain, stream buffers, and wetlands. The secondary open space includes a pocket park, pollinator garden, community garden, tree save areas, trails, and protection of 14 heritage trees. The plan will be required to go through technical site plan review prior to rezoning which could necessitate additional modifications in order to meet the CDO and other applicable standards. The City is required to place a zoning classification on all annexed property within 60 days of municipal incorporation. Should the property be annexed and the plan be insufficient for review by the Planning & Zoning Commission by that the required 60 days, City Staff will prepare an administrative zoning request and recommend the RE (Residential Estate) zoning district.

The property is currently zoned CR (Countryside Residential) in Cabarrus County which permits a density of up to one (1) dwelling unit per acre. The subject property is also located within the Central Area Plan's Very Low-Density development guide allowing density up to 1 unit per two acres or 2 units per acre with additional development

standards. Furthermore, the subject property is also within the 2030 Land Use Plan's Suburban Neighborhood Land Use Category and Conservation District Character Area, also requiring enhanced development standards. Under preliminary review, Staff believes that the proposal (with additional information and site modification resulting from technical comments) can meet the intent of the Central Area Plan, Suburban Neighborhood Land Use Category, and Conservation District Character area.

### **Land Use Plan**

2030 Land Use Plan's Conservation District Character Area sets basic recommendations for developments in this area:

**“Maintain large, wide blocks of contiguous habitat** to avoid habitat fragmentation by conserving 50% or more of the site if possible.

**Maintain functional connections between core habitat areas that wildlife can travel through to avoid isolating habitats.** Major roads and large developments, make wildlife travel difficult or impossible while working farms and forests are more conducive to species movement.

**Protect rare landscape elements, sensitive areas and associated species.** Not all open spaces are created equal. Natural open spaces—such as wetlands, riparian and native upland forests—will protect water, air, and wildlife much better than manicured open spaces.

**Allow patterns of natural disturbance to continue such as periodic fire and river flow patterns.** Encourage habitat management, which can be funded by homeowner associations and parks departments.

**Ensure that the native tree and shrub species of the region will be retained** by species and diameter requirements and minimize the introduction and spread of nonnative, invasive species.

**Avoid land uses that deplete or degrade natural resources** in environmentally sensitive areas, including habitat for species of conservation concern.

**Define specific buffer widths,** based on science, within which no permanent structures are allowed.

**Encourage the management of stormwater on site through Low Impact Development techniques** such as rain gardens, native vegetation, constructed wetlands and swales.

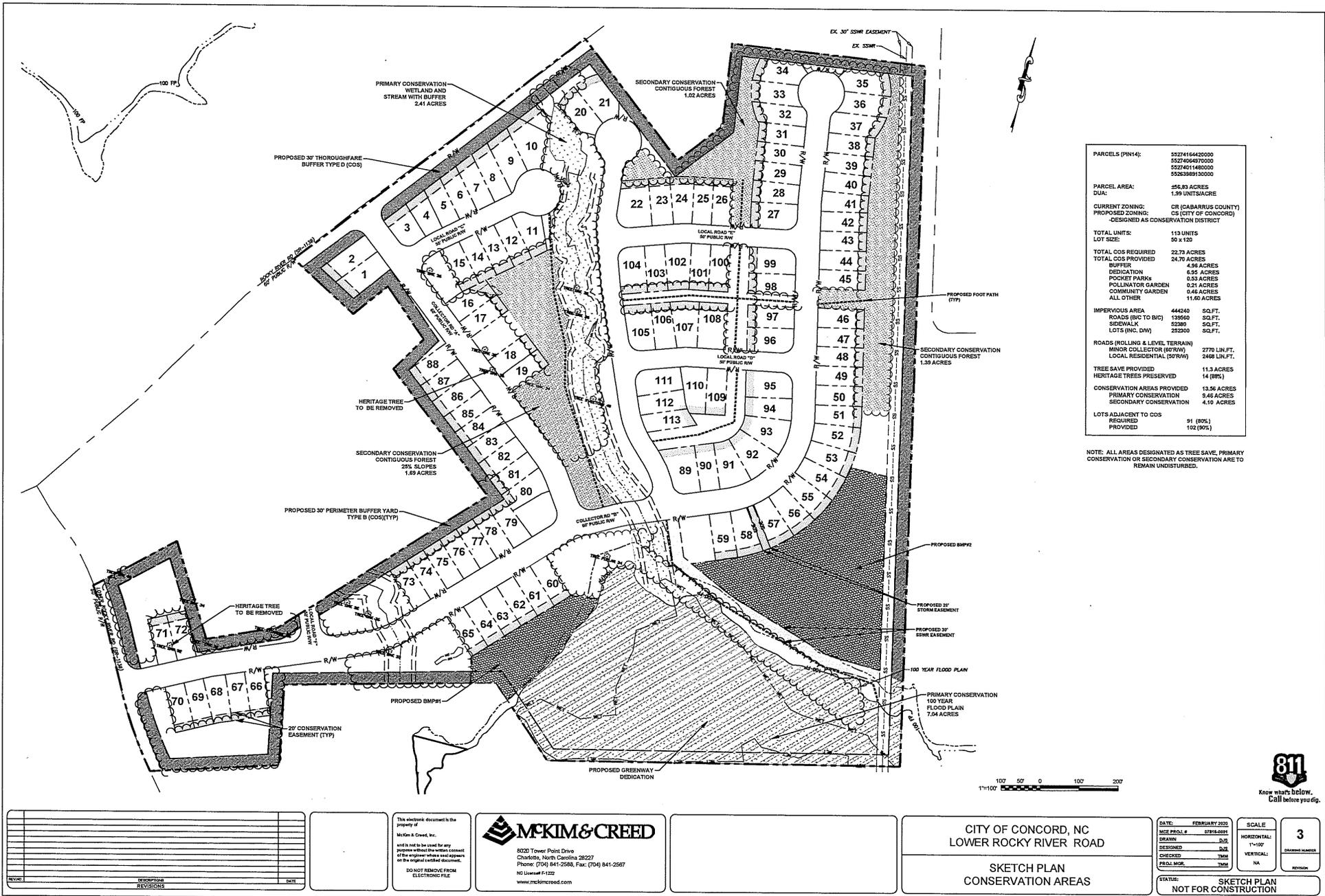
**Accommodate a mix of housing densities,** from large lots to more affordable and attractive condo-type development, on site due to open space amenities and attractive housing appearance.

**Contiguous open space** can be owned by the homeowner association.

**Coordinate with local land trust, Soil and Water Conservation District, and Extension agency** to assist with conservation planning and projects, and potential ordinance amendments.”

**CS (Conservation Subdivision Standard Highlights)**

1. Inventory and mapping of existing resources (including but not limited to):
  - soil type locations
  - hydrologic characteristics
  - trees with a caliper of more than thirty-two (32) inches
  - known critical habitat areas
  - views of the site
  - primary conservation areas
  - secondary conservation areas
  - existing forests of at least one contiguous acre, containing five trees or more per acre measuring 32"DBH
  - at least 80 percent of residential lots shall abut common open space
  - heritage tree preservation
  - scenic view protection





# Subject Property Map

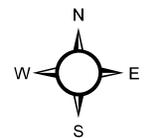
ANX-07-19

Keith Rains

## NE Corner of the Rocky River Rd & Lower Rocky Road Intersection

PINs:

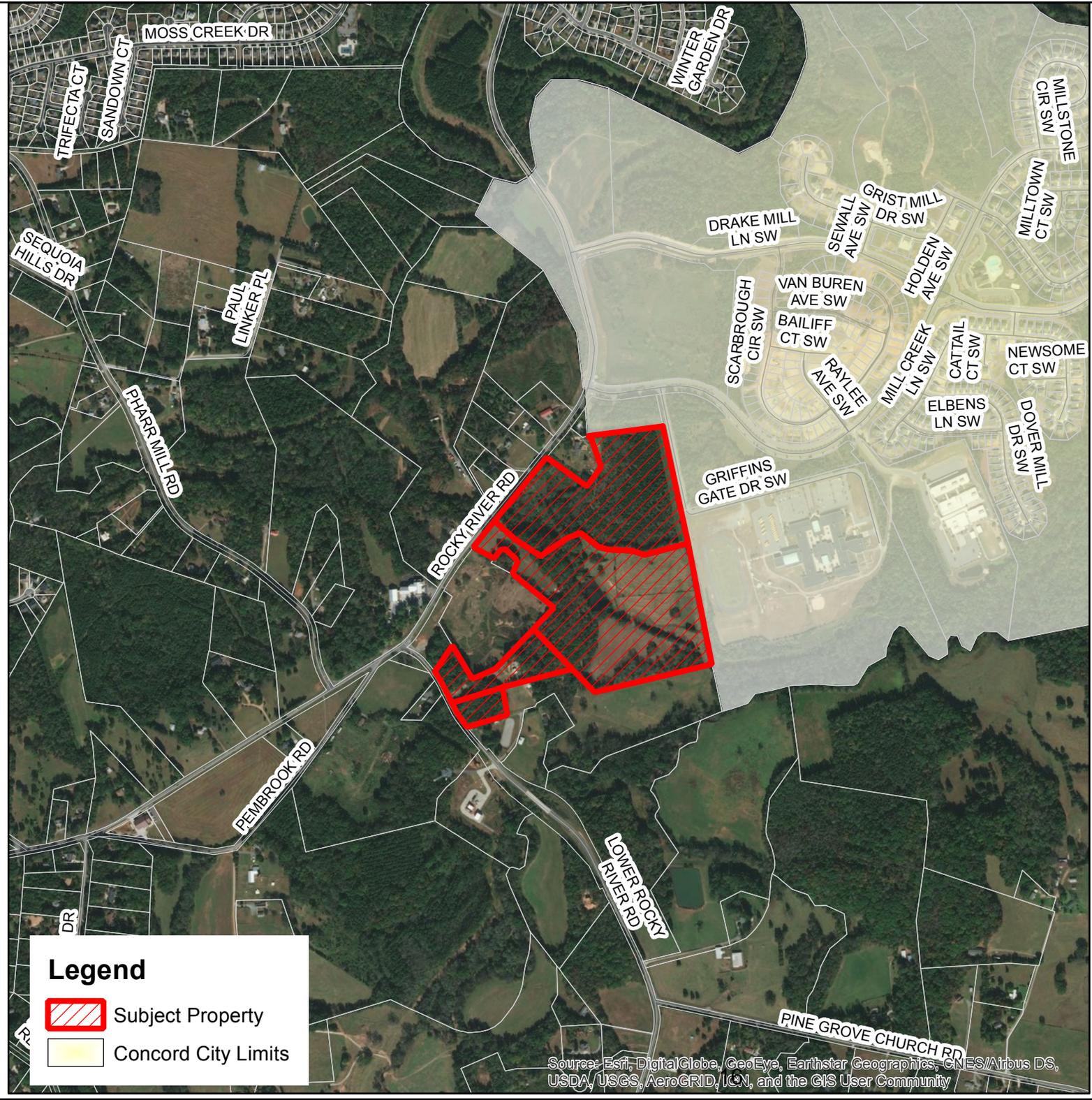
- 5527-41-6442,
- 5527-40-6497,
- 5527-40-1148,
- 5526-39-8913



Source: City of Concord Planning Department

### Disclaimer

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



### Legend

- Subject Property
- Concord City Limits

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



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

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

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

**Section B** Submittal Deadlines

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

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

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

**Development Project Name** Lower Rocky River Road Properties

**Street Address** 7785 Rock River Road

**Cabarrus County Property Identification Number(s)** list below

**P.I.N.** 5527-41-6442-0000

**P.I.N.** 5527-40-6497-0000

**P.I.N.** 5527-40-1148-0000

**P.I.N.** 5526-39-8913-0000

**P.I.N.**

**P.I.N.**

**Acreage of Annexation Site** 56.88

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

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

**Name** Keith Rains, PE - McKim & Creed

**Address** 8020 Tower Point Drive, Charlotte, NC 28227

**Phone** 803-493-5393

**Fax #** 704-841-2567

**Email** [krains@mckimcreed.com](mailto:krains@mckimcreed.com)

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

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

**Section B** Submittal Deadlines

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

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

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

**Development Project Name** Lower Rocky River Road Properties

**Street Address** 7785 Rock River Road

**Cabarrus County Property Identification Number(s)** list below

**P.I.N.** 5527-41-6442-0000

**P.I.N.** 5527-40-6497-0000

**P.I.N.** 5527-40-1148-0000

**P.I.N.** 5526-39-8913-0000

**P.I.N.**

**P.I.N.**

**Acreage of Annexation Site** 56.88

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

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

**Name** Keith Rains, PE - McKim & Creed

**Address** 8020 Tower Point Drive, Charlotte, NC 28227

**Phone** 803-493-5393

**Fax #** 704-841-2567

**Email** [krains@mckimcreed.com](mailto:krains@mckimcreed.com)

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

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

PETITION MUST BE NOTARIZED

State of: N. CAROLINA  
County of: CABARRUS

**Use this section for individual landowners.**

I, STEWART L. ALLISON [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, BRYAN J KELLY & EUGENE JILL KELLY [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

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

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

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

Witness my hand and official seal this 19<sup>th</sup> day of July, 2018

[Signature]  
Notary Public

My commission expires SEPT 30, 2021

[SEAL of Notary Public]

Notary's Stamp: **STEWART L ALLISON**  
NOTARY PUBLIC  
CABARRUS COUNTY  
STATE OF NORTH CAROLINA

**Section D** Annexation Petition

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

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

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

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

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

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

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

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

**Owner's Signature(s)**

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

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

Print Name Anne W. Tino Trustee Phone \_\_\_\_\_

Address 12 Lawnside Drive, Cheltenham, PA 19012

Signature SEE OTHER SHEET Date \_\_\_\_\_

Print Name Brian J. Kelly Phone 205.597.5097

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature BJKelly Date July 19, 2019

Print Name Elaine Hill Kelly Phone 704.773.863

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature Elaine Hill Kelly Date July 19, 2019

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

**Section D** Annexation Petition

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

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

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

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

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

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

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

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

**Owner's Signature(s)**

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

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

Print Name Anne W. Tino Trust Phone 215-740-4228

Address 12 LAWNSIDE RD, CHELTENHAM PA 19012

Signature Mark Tino (Trustee) Anne W. Tino Trust Date 07-16-2019

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

PETITION MUST BE NOTARIZED

State of: PA  
County of: Montgomery

Use this section for individual landowners.

I, Kathryn I. Reber [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Aune W. T. Trust [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

I, Kathryn I. Reber [Notary's Name], a Notary Public for said County and State, do hereby certify that Mark Tim Trustee [Representative for Landowner], a duly authorized representative for Aune W. T. Trust [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is Trustee [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

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

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

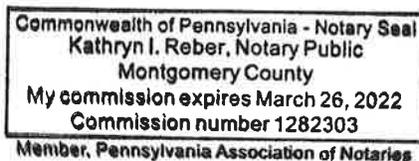
Witness my hand and official seal this 16 day of July, 2019.

Kathryn I. Reber  
Notary Public

My commission expires March 26, 2022

[SEAL of Notary Public]

Notary's Stamp:



**Section E** Supplemental Information

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

<b>Acreage of Area</b>										56.88 Acres									
<b>Current Population of Area</b>										N/A									
<b>Current Zoning of Area</b>										CR (Countryside Residential)									
<b>Desired City Zoning of Area</b>										RV									
<b>Proposed Use (i.e. residential, commercial, or industrial)</b>										Residential									
<b>Estimated Total Value of Residential Units for the Proposed Development</b>										N/A									
<b>Total Proposed Number of Dwelling Units</b>										130									
<b>Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)</b>										Single Family Detached									
Year 1				Year 2				Year 3				Year 4				Year 5			
<b>Estimated Total Value of Business Units for the Entire Proposed Development</b>										N/A									
Commercial Value						Industrial Value						Other (not-for-profit) Value							
<b>Proposed Number of Commercial</b>										N/A									
Year 1				Year 2				Year 3				Year 4				Year 5			
<b>Proposed Number of Industrial</b>										N/A									
Year 1				Year 2				Year 3				Year 4				Year 5			
<b>Proposed Number of Other (not-for-profit)?</b>										N/A									
Year 1				Year 2				Year 3				Year 4				Year 5			

**Section E (continued) Supplemental Information**

<b>Street Information</b>									
<b>Proposed total linear mileage of roadway installed</b>					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
<b>Proposed total number of non-state maintained street miles</b>					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

<b>Water Information</b>									
<b>Typical water service(s) (i.e. 3/4", 1", etc.)</b>					3/4"				
<b>Number of services installed by developer (by service type)</b>					130				
Year 1	26	Year 2	26	Year 3	26	Year 4	26	Year 5	26
<b>Number of services requested (by service type)</b>									
Year 1		Year 2		Year 3		Year 4		Year 5	
<b>Typical irrigation meter size(s) to be installed (i.e. 3/4 ", 1", etc.)</b>					N/A				
<b>Number of Services Requested</b>									
Year 1		Year 2		Year 3		Year 4		Year 5	
<b>Estimated Mileage of Water Pipe Needed</b>					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

<b>Sewer Information</b>									
<b>Typical sewer service(s) (i.e. 4", 6", 8" etc.)</b>					4"				
<b>Number of services installed by developer (by service type)</b>					130				
Year 1	26	Year 2	26	Year 3	26	Year 4	26	Year 5	26
<b>Number of services requested (by service type)</b>					130				
Year 1		Year 2		Year 3		Year 4		Year 5	
<b>Estimated Mileage of Water Pipe Needed</b>					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

**Section E (continued) Supplemental Information**

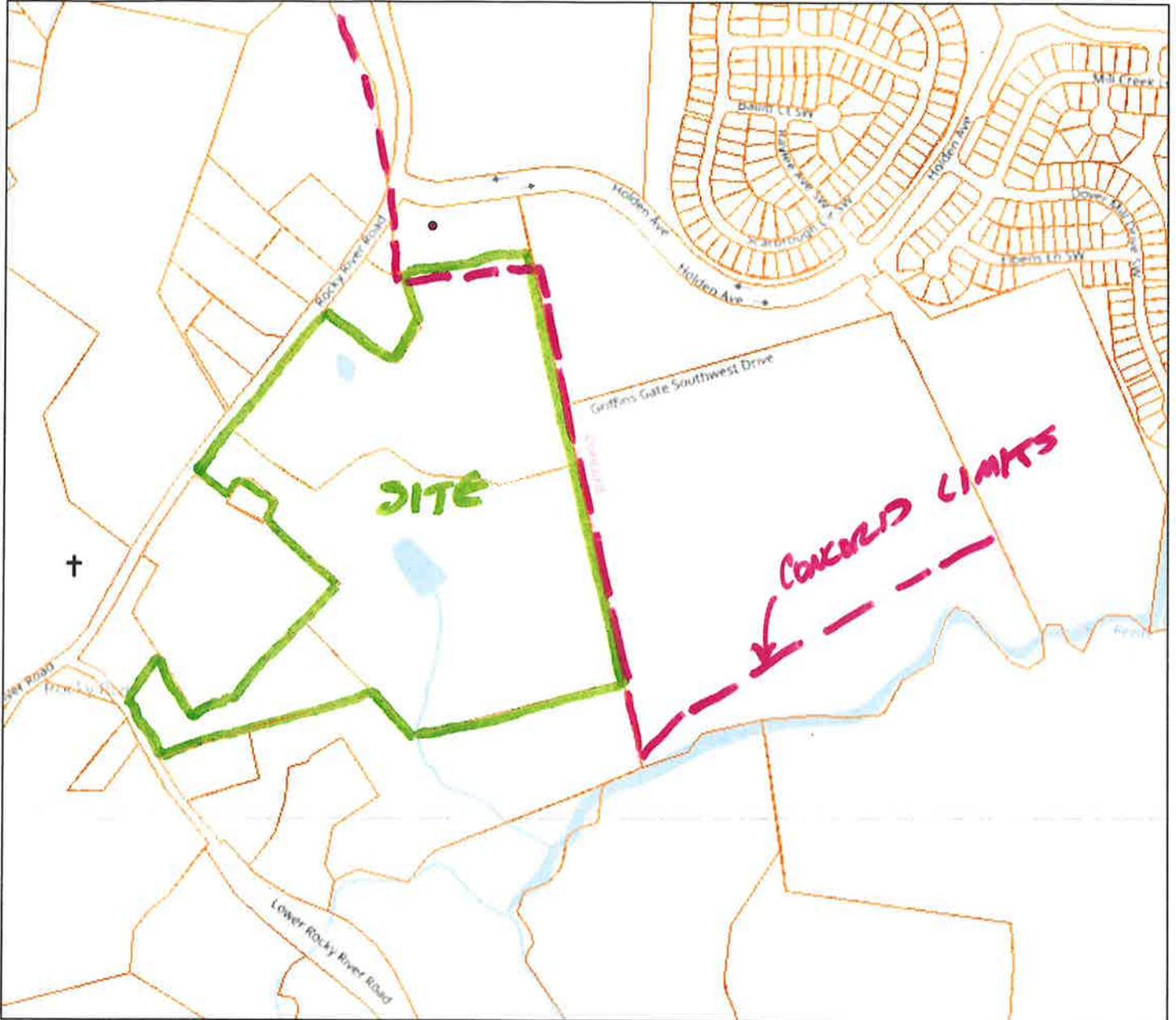
<b>Solid Waste Data</b>									
<b>Number of Rollouts needed for Multi-Family Units</b>					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
<b>Number of commercial units using City rollout collection</b>					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
<b>Number of commercial units needing corrugated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

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

City Contact Information

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

PIN 55274280380000

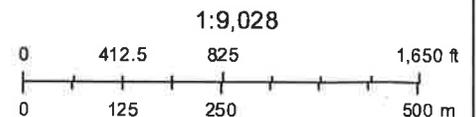


**Property Real ID** 01-019 -0002.26  
**Physical Address:** 1002 HOLDEN AVE SW CONCORD NC 28025  
**Owner Name 1:** MILLS VENTURES LLC  
**Owner Name 2:**  
**Mailing Address:** ATTN: R DEAN HARRELL 5615 POTTER RD  
**Mail City:** MATTHEWS  
**Mail State:** NC  
**Mail Zip:** 28104

**Parcel PIN** 55274280380000  
**Land Units** 3.189  
**Land Units Type** AC  
**Land Value** Null  
**Building Value** Null  
**Assessed Value** Null  
**Market Value** Null

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.

Map Created By Cabarrus County IT Department  
 Data Sources: Cabarrus County Land Records



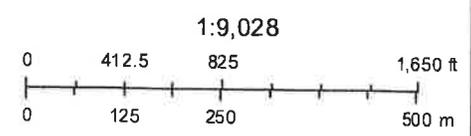
# ADJOINERS



<b>Property Real ID</b>	01-019 -0002.26	<b>Parcel PIN</b>	55274280380000
<b>Physical Address:</b>	1002 HOLDEN AVE SW CONCORD NC 28025	<b>Land Units</b>	3.189
<b>Owner Name 1:</b>	MILLS VENTURES LLC	<b>Land Units Type</b>	AC
<b>Owner Name 2:</b>		<b>Land Value</b>	Null
<b>Mailing Address:</b>	ATTN: R DEAN HARRELL 5615 POTTER RD	<b>Building Value</b>	Null
<b>Mail City:</b>	MATTHEWS	<b>Assessed Value</b>	Null
<b>Mail State:</b>	NC	<b>Market Value</b>	Null
<b>Mail Zip:</b>	28104		

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.

Map Created By Cabarrus County IT Department  
Data Sources: Cabarrus County Land Records



Property #:	Parcel/PIN #:	Account Name:	Physical Address:	Mailing Address:	City:
1	55273099670000	ROCKY RIVER PRESBYTERIAN CH	7791 ROCKY RIVER RD CONCORD NC 28025	7940 ROCKY RIVER ROAD	Concord, NC 28025
2	55273096120000	LINKER ROBERTA GAIL RITCHIE	7811 ROCKY RIVER RD CONCORD NC 28025	7800 ROCKY RIVER RD	Concord, NC 28025
3	55272173400000	ROCKY RIVER PRESBYTERIAN CH	7859 PHARR MILL RD HARRISBURG NC 28025	7940 ROCKY RIVER ROAD	Concord, NC 28025
4	55273022240000	SECURITY OIL CO INC	7939 ROCKY RIVER RD CONCORD NC 28025	PO BOX 5028	Concord, NC 28025
5	55263904480000	LINKER ANDREW	1419 PEMBROOK RD HARRISBURG NC 28075	509 JOSLIN POINTE LN	Rock Hill, SC 29732
6	55263939520000	RICE SCOTT S; RICE LORRAINE L WF	8030 LOWER ROCKY RIVER RD CONCORD NC 28025	8030 LOWER ROCKY RIVER RD	Concord, NC 28025
7	55263904480000	LINKER ANDREW	1419 PEMBROOK RD HARRISBURG NC 28075	509 JOSLIN POINTE LN	Rock Hill, SC 29732
8	55263989130000	KELLY BRIAN J; KELLY ELAINE HILL WF	8063 LOWER ROCKY RIVER RD CONCORD NC 28025	8397 LOWER ROCKY RIVER RD	Concord, NC 28025
9	55264978140000	ELSWICK BRIC A; ELSWICK LAURIE A	8079 LOWER ROCKY RIVER RD CONCORD NC 28025	8121 LOWER ROCKY RIVER RD	Concord, NC 28025
10	55276018700000	CABARRUS COUNTY	7650 GRIFFIN'S GATE DR SW CONCORD NC 28025	PO BOX 707	Concord, NC 28026
11	55275157990000	GREEN STREET LAND CO LLC	There is no physical address associated with this property.	7140 WEDDINGTON RD NW STE 140	Concord, NC 28027
12	55274280380000	MILLS VENTURES LLC	1002 HOLDEN AVE SW CONCORD NC 28025	ATTN: R DEAN HARRELL 5615 POTTER RD	Matthews, NC 28104
13	55274159490000	MILLS VENTURES LLC	7601 ROCKY RIVER RD CONCORD NC 28025	ATTN: R DEAN HARRELL 5615 POTTER RD	Matthews, NC 28104
14	55274157060000	VANG NAO KHA; VANG DIA X	7627 ROCKY RIVER RD CONCORD NC 28025	7627 ROCKY RIVER RD	Concord, NC 28025
15	55274119530000	WAGONER DONALD E; WAGONER PAMELA B	7626 ROCKY RIVER RD CONCORD NC 28025	7626 ROCKY RIVER RD	Concord, NC 28025
16	55273199100000	FRADY LARRY EUGENE SR; FRADY CYNTHIA GAYE	7650 ROCKY RIVER RD CONCORD NC 28025	7650 ROCKY RIVER RD	Concord, NC 28025
17	55273196270000	EDWARDS RUSSELL; DRZEWUCKI AMANDA R	7690 ROCKY RIVER RD CONCORD NC 28025	7690 ROCKY RIVER RD	Concord, NC 28025
18	55273185400000	LINKER ROBERTA RITCHIE	There is no physical address associated with this property.	7800 ROCKY RIVER RD	Concord, NC 28025
19	55273178100000	LINKER ROBERTA RITCHIE	There is no physical address associated with this property.	7800 ROCKY RIVER RD	Concord, NC 28025
20	55273240380000	LINKER ROBERTA RITCHIE	There is no physical address associated with this property.	7800 ROCKY RIVER RD	Concord, NC 28025

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CONCORD, NORTH CAROLINA TO INCLUDE PROPERTY LOCATED AT 7785  
ROCKY RIVER ROAD, 8041 LOWER ROCKY ROAD, 8063 ROCKY RIVER  
ROAD AND ADDITIONAL UNADRESSED PARCELS

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Keith Rains, PE, McKim and Creed, on October 12, 2019 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on December 12, 2019 after due notice by The Independent Tribune on December 1, 2019; and

WHEREAS, the public hearing was tabled at the December 12, 2019 meeting to a date certain on February 13, 2020; and

WHEREAS, the public hearing was tabled at the February 13, 2020 meeting to a date certain on March 12, 2020; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 12<sup>th</sup> day of March 2020:

Being located in Number 1 Township of Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a point in the centerline of Rocky River Road having NC Grid Coordinates of N: 571,116.61, E: 1,523,716.96, said point being the northwestern corner of Roberta Gail Ritchie Linker as recorded in DB 11386 PG 198 and runs thence from the point of beginning along the center line of Rocky River Road the following three (3) calls: 1) thence N 38° 54' 42" E 325.60' to a computed point; 2) thence N 38° 54' 42" E 250.79' to a computed point; 3) thence N 37° 58' 41" E 364.66' to a computed point, said point being the southwestern corner of Nao Kha Vang and Dia X. Vang as recorded in DB 6489 PG 117; thence leaving said centerline along the south line of said Vang parcel S 51° 17' 41" E 393.08' to a computed point; thence along the east line of said Vang parcel the following two calls: 1) thence N 38° 40' 12" E 146.00' to a found iron rod; 2) thence N 07° 27' 30" W 215.37' to a computed point (passing a found iron rod at 214.77') and being the northwestern corner of Anne W. Tino as recorded in DB 7074 PG 164; thence along the north line of said Tino parcel N 82° 19' 08" E 499.31' to a found iron rod on the western line of Green Street Land Co. L.L.C. as recorded in DB 13394 PG 152; thence along said west line S 11° 58' 09" E 870.23' to a found iron rod being the northwestern corner of Cabarrus County as recorded in DB 3127 PG 55; thence along the west line of said Cabarrus County tract S 11° 58' 31" E 937.93' to a found iron rod on the east line of said Cabarrus County tract and being the northeastern corner of Bric A. Elswick and Laurie A. Elswick; thence along the north line of said Elswick tract the following five (5) calls: 1) thence S 76° 38' 37" W 906.31' to a found iron rod; 2) thence N 47° 35' 02" W 238.75' to a found iron rod; 3) thence S 75° 06' 12" W 542.95' to a found iron rod; 4) thence S 10° 31' 58" E 208.17' to a found iron rod; 5) S 73° 03' 23" W 331.43' to the centerline of Lower Rocky River Road (passing a found iron rod at 300.49') and being the northwestern corner of said Elswick tract; thence along the

centerline of said Lower Rocky River Road the following six (6) calls: 1) thence N 38°05' 33" W 2.60' to a computed point; 2) thence along a circular curve to the right having a radius of 1093.48', an arch length of 201.98', and a chord bearing and distance of N 33° 52' 46" W 201.70' to a computed point; 3) thence N 27° 12' 42" W 15.60' to a computed point; 4) thence N 27° 12' 42" W 128.28' to a computed point; 5) thence along a circular curve to the left having a radius of 904.13', an arch length of 140.52', and a chord bearing and distance of N 30° 45' 53" W 140.38' to a computed point; 6) thence N 34° 20' 30" W 11.21' to a computed point and being the southwestern corner of Rocky River Presbyterian Church (deed not found); thence leaving said centerline along the south line of Rocky River Presbyterian Church N 47° 48' 10" E 243.63' to an found iron rod being the northeast corner of said Rocky River Presbyterian Church parcel and being on the west line of said Roberta Gail Ritchie Linker parcel; thence with the west line of said tract S 30° 43' 00" E 261.67' to a found iron rod at the southwest corner of said tract; thence along the south line of said Linker tract for the following two (2) calls: 1) thence N 66° 41' 13" E 186.34' to a found iron rod; 2) thence N 43° 29' 25" E 636.80' to a found iron rod being the northeast corner of said tract: thence with the northern line of said tract N 50° 23' 32" W 406.29' to a found iron rod at the southwest corner of Rocky River Presbyterian Church Cemetery (no deed found); thence with three (3) lines of said cemetery the following calls: 1) thence N 31° 05' 01" E 108.86' to a computed point; 2) thence N 47° 44' 53" W 165.00' to a computed point; 3) thence S 36° 48' 27" W 114.70' to a found iron rod being the southwest corner of said cemetery and on the north line of said Linker tract; thence with said north line N 61° 10' 27" W 208.36' to the place of BEGINNING. Said parcel contains 56.83 acres, more or less.

SECTION 2. Upon and after the 12<sup>th</sup> day of March, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 12<sup>th</sup> day of March 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

APPROVED AS TO FORM:

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

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

**Meeting Date**

March 12, 2020

**Annexation Staff Report**

The subject property is located at 3817 Cochran Rd (southwest corner of Cochran Rd and Roberta Rd), consists of one (1) parcel, and encompasses +/- 43.824 vacant acres. The applicant, Cabarrus County Schools, has petition for annexation into the City of Concord's City limits for the purpose of developing a new middle school.

As can be seen on the attached map, the property is contiguous to the City of Concord's primary corporate limits on all four (4) sides but is also bordered on three (3) sides by property that is located within Cabarrus County. Currently, the property is zoned MDR (Medium Density Residential) in Cabarrus County which allows a maximum of 2.5 dwelling units per acre and would also permit schools (elementary/secondary) as a permitted use. The purpose for annexation of the site would be for the connection to City services. Should City Council adopt the annexation ordinance, the property will be administratively rezoned. The zoning designation proposed by City Staff is O-I (Office Institutional) for conformance with the proposed future use and the 2030 Land Use Plan. The property is located within the Suburban Neighborhood land use category of the 2030 Land Use Plan, for which O-I (Office Institutional) is considered a corresponding zoning classification.

The applicant has chosen to hold a community meeting prior to the annexation hearing which included notification to all adjacent property owners and HOAs/Recognized Neighborhoods within ½ mile. The meeting is scheduled for the end of February, after the submittal deadline for Council agenda items, and thus details concerning the meeting will be provided at the March 12<sup>th</sup> Council hearing.

Should the annexation and rezoning be approved, the applicant will be required to submit for technical site plan approval.



# Subject Property Map

ANX-01-20

## Cabarrus County School System

PIN:  
5518-16-4257



Source: City of Concord Planning Department

### Disclaimer

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

**Section B** Submittal Deadlines

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

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

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

Development Project Name New Cabarrus County Schools Middle School

Street Address 3817 Cochran Rd, Concord, NC 28027

Cabarrus County Property Identification Number(s) list below

P.I.N. 55181642570000

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreege of Annexation Site 43.824

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

Person to contact if there are questions about the petition

Name Brian Cone

Address Cabarrus County Schools  
P.O. Box 388, Concord, NC 28026-0388

Phone 704-260-5654

Fax # N/A

Email brian.cone@cabarrus.

ki2.nc.us

Written metes and bounds description of property to be annexed

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

**Section D** Annexation Petition

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

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

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

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

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

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

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

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

**Owner's Signature(s)**

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

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

Print Name Cabarrus County Phone 704-920-2100  
Address P.O. Box 707, Concord, NC 28026-0707  
Signature [Signature] Date 1-7-2020

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

PETITION MUST BE NOTARIZED

State of: North Carolina  
County of: Cabarrus

**Use this section for individual landowners.**

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

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

I, Angela F. Poplin [Notary's Name], a Notary Public for said County and State, do hereby certify that Jonathan B. Marshall [Representative for Landowner], a duly authorized representative for Cabarrus County [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is Deputy County Manager [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

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

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

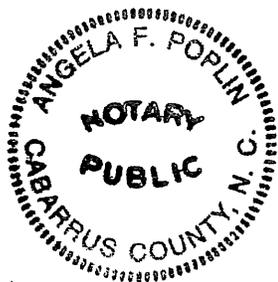
Witness my hand and official seal this 7<sup>th</sup> day of January, 2020

Angela F. Poplin  
Notary Public

My commission expires October 22, 2023

[SEAL of Notary Public]

Notary's Stamp:



# Exhibit A

Beginning at a ½" rebar, said rebar being located within the right-of-way of Cochran Road (Variable Public R/W), said rebar being a common corner with now or formerly Trustees of Roberta United Methodist Church (Deed Bk. 8952, Pg. 47); thence within the right-of-way of Cochran Road (Variable Public R/W), N 66°45'09" E 574.18 feet to a set ½" rebar, said rebar being a common corner with now or formerly Larry D. Greene (Deed Bk. 423, Pg. 401); thence with the property of now or formerly Larry D. Greene (Deed Bk. 423, Pg. 401) the following two (2) calls: (1) S 11°42'35" E 288.75 feet to a ¾" rod; (2) N 66°02'42" E 149.15 feet to a 5/8" rebar; thence through the property of Ophelia C. Furr (Deed Bk. 255, Pg. 199), N 67°20'22" E 109.99 feet to a set ½" rebar; thence N 80°00'06" E passing a set ½" rebar on line at 157.77 feet for a total of 262.75 feet to a set ½" rebar; thence a new line S 10°51'38" E 150.02 feet to a ½" rebar, said rebar being a common corner with now or formerly Angel Rivera (Deed Bk. 9938, Pg. 4); thence with the property of now or formerly Angel Rivera (Deed Bk. 9938, Pg. 4) S 10°51'38" E 99.65 feet to a 5/8" rebar, said rebar being a common corner with now or formerly Angel Rivera (Deed Bk. 9938, Pg. 4); thence a new line S 22°32'39" E 129.47 feet to a ¾" pipe, said pipe being a common corner with now or formerly Pamela F. Hughes (Deed Bk. 424, Pg. 276); thence with the common rear property lines of now or formerly Pamela F. Hughes (Deed Bk. 424, Pg. 276) and now or formerly Colby Cochran (Deed Bk. 12906, Pg. 280), S 11°15'34" E passing a 5/8" rod on line at 222.88 feet for a total of 422.93 feet to a 5/8" rebar; thence with the property of now or formerly Colby Cochran (Deed Bk. 12906, Pg. 280), N 80°33'59" E, passing a ¾" rod at a ½" rebar on line at 196.37 feet for a total of 226.14 feet to calculated point, said point being located in the center of Roberta Road (60' Public R/W); thence within the right-of-way of Roberta Road (60' Public R/W) S 10°18'23" E 639.11 feet to a calculated point; thence with the rear property of Lots #1-30 of Meadowbrook Map 1 & 2 (Map Bk. 35, Pg. 35 & Map Bk. 36, Pg. 10), N 87°48'47" W 1830.00 feet to a ½" pipe, said pipe being a common corner with now or formerly Ophelia Furr (Deed Bk. 679, Pg. 21); thence with the property of now or formerly Ophelia Furr (Deed Bk. 679, Pg. 21) the following two (2) calls: (1) N 00°42'35" W 545.62 feet to a ½" rebar; (2) N 36°41'39" W 34.99 feet to a set ½" rebar; thence two new lines (1) N 54°05'27" E 436.13 feet to a set ½" rebar; (2) N 26°16'15" W 28.97 feet to a ½" rebar, said rebar being a common corner with now or formerly Trustees of Roberta United Methodist Church (Deed Bk. 8952, Pg. 47); thence with the property of now or formerly Trustees of Roberta United Methodist Church (Deed Bk. 8952, Pg. 47) the following three (3) calls: (1) N 26°16'15" W 226.42 feet to a ¾" rebar; (2) N 66°11'19" E 91.00 feet to a ½" rebar; (3) N 30°18'05" W 131.86 feet to the POINT AND PLACE OF BEGINNING and containing 43.824 AC.



# Exhibit C



**Section E (continued)** Supplemental Information

**Street Information**

<b>Proposed total linear mileage of roadway installed</b>									
Year 1		Year 2		Year 3		Year 4		Year 5	
<b>Proposed total number of non-state maintained street miles</b>									
Year 1		Year 2		Year 3		Year 4		Year 5	

**Water Information**

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

**Sewer Information**

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

**Section E (continued)** Supplemental Information

**Solid Waste Data**

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

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

City Contact Information

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

FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS  
FILED Nov 05, 2019  
AT 12:35 pm  
BOOK 13824  
START PAGE 0187  
END PAGE 0189  
INSTRUMENT # 30757  
EXCISE TAX \$4,032.00  
EBV

SCANNED AND RETURNED

**PREPARED BY:**  
LAW OFFICES OF ROBERT M. CRITZ, P.A.  
P. O. BOX 745  
CONCORD, NC 28026-0745  
FILE NO. 27743-C

**RETURN TO:**  
LAW OFFICES OF RICHARD M. KOCH, P.A.  
3220-201 PROSPERITY CHURCH ROAD  
CHARLOTTE, NC 28269

REVENUE STAMPS: \$4032.00  
PIN: p/o 5518-16-0083, p/o 5618-16-3754 and p/o 5518-16-9135

NO TITLE OPINION RENDERED NOR IMPLIED

NORTH CAROLINA

GENERAL WARRANTY DEED

CABARRUS COUNTY

THIS GENERAL WARRANTY DEED, made this 4th day of November, 2019, by and between **OPHEILA C. Furr (Unmarried)**, whose mailing address is c/o Rodney Furr, 4021 Cochran Road, SW, Concord NC 28027, Grantor, and **CABARRUS COUNTY**, a body politic and political subdivision of the State of North Carolina, whose mailing address is c/o Michael K. Downs, P.O. Box 707, Concord, NC 28026-0707, Grantee.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context. Neither the property, nor any part thereof, is the primary residence of the Grantor.

WITNESSETH:

1

*ju*

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land, more particularly described as follows:

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, and being Lot No. 1 ( consisting of 43.824 acres, or 1,908,990.50 square feet), as shown on the RECOMBINATION PLAT OF 45.958 ACRES-COCHRAN ROAD, said plat being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 82, Page 15, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

Harold D. Furr, spouse of the Grantor, died testate on March 23, 2017, a resident of Cabarrus County, North Carolina. See Estate File No. 17-E-362 in the Office of the Clerk of Superior Court of Cabarrus County, North Carolina. See also that Certification of Trust of the Harold David Furr Trust Agreement recorded in Book 13676, Page 102, Cabarrus County Registry.

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

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

Ad valorem taxes for the current year and subsequent years, easements, restrictions, and any other exceptions of record, any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, and matters that would be disclosed by a current survey and inspection of the aforesaid tract or parcel of land.

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

Ophelia C. Furr (SEAL)  
Ophelia C. Furr

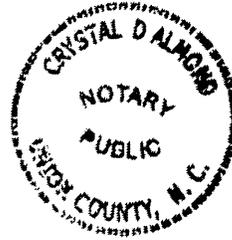
STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I, Crystal D. Almond, a Notary Public in and for the County of Union and State of North Carolina, do hereby certify that **Ophelia C. Furr** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial stamp, this the 4th day of November, 2019.

Crystal D Almond  
Notary Public

My Commission Expires: 4/25/23  
(Notary Seal)



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CONCORD, NORTH CAROLINA TO INCLUDE PROPERTY LOCATED AT 3817  
COCHRAN RD (SOUTHWEST CORNER OF COCHRAN RD AND ROBERTA  
RD) CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Brian Cone, Cabarrus County Schools, on March 12, 2020 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on March 12, 2020 after due notice by The Independent Tribune on March 1, 2020; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 12<sup>th</sup> day of March 2020:

That certain tract or parcel of land situated, lying and being in Township #2, Poplar Tent Township, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a ½" rebar, said rebar being located within the right-of-way of Cochran Road (Variable Public R/W), said rebar being a common corner with now or formerly Trustees of Roberta United Methodist Church (Deed Bk. 8952, Pg. 47); thence within the right-of-way of Cochran Road (Variable Public R/W), N 66°45'09" E 574.18 feet to a set ½" rebar, said rebar being a common corner with now or formerly Larry D. Greene (Deed Bk. 423, Pg. 401); thence with the property of now or formerly Larry D. Greene (Deed Bk. 423, Pg. 401) the following two (2) calls: (1) S 11°42'35" E 288.75 feet to a ¾" rod; (2) N 66°02'42" E 149.15 feet to a 5/8" rebar; thence through the property of Ophelia C. Furr (Deed Bk. 255, Pg. 199), N 67°20'22" E 109.99 feet to a set ½" rebar; thence N 80°00'06" E passing a set ½" rebar on line at 157.77 feet for a total of 262.75 feet to a set ½" rebar; thence a new line S 10°51'38" E 150.02 feet to a ½" rebar, said rebar being a common corner with now or formerly Angel Rivera (Deed Bk. 9938, Pg. 4); thence with the property of now or formerly Angel Rivera (Deed Bk. 9938, Pg. 4) S 10°51'38" E 99.65 feet to a 5/8" rebar, said rebar being a common corner with now or formerly Angel Rivera (Deed Bk. 9938, Pg. 4); thence a new line S 22°32'39" E 129.47 feet to a ¾" pipe, said pipe being a common corner with now or formerly Pamela F. Hughes (Deed Bk. 424, Pg. 276); thence with the common rear property lines of now or formerly Pamela F. Hughes (Deed Bk. 424, Pg. 276) and now or formerly Colby Cochran (Deed Bk. 12906, Pg. 280), S 11°15'34" E passing a 5/8" rod on line at 222.88 feet for a total of 422.93 feet to a 5/8" rebar; thence with the property of now or formerly Colby Cochran (Deed Bk. 12906, Pg. 280), N 80°33'59" E, passing a ¾" rod at a ½' rebar on line at 196.37 feet for a total of 226.14 feet to calculated point, said point being located in the center of Roberta Road (60' Public R/W); thence within the right-of-way of Roberta Road (60' Public R/W) S 10°18'23" E 639.11 feet to a calculated point; thence with the rear property of Lots #1-30 of Meadowbrook Map 1 & 2 (Map Bk. 35, Pg. 35 & Map Bk. 36, Pg. 10), N 87°48'47" W 1830.00 feet to a ½" pipe, said pipe being a common corner with now or formerly Ophelia Furr (Deed Bk. 679, Pg. 21); thence with the property of now or formerly Ophelia Furr (Deed Bk. 679, Pg. 21) the following two (2) calls: (1) N 00°42'35" W 545.62 feet to a ½" rebar;

(2) N 36°41'39" W 34.99 feet to a set ½" rebar; thence two new lines (1) N 54°05'27" E 436.13 feet to a set ½" rebar; (2) N 26°16'15" W 28.97 feet to a ½" rebar, said rebar being a common corner with now or formerly Trustees of Roberta United Methodist Church (Deed Bk. 8952, Pg. 47); thence with the property of now or formerly Trustees of Roberta United Methodist Church (Deed Bk. 8952, Pg. 47) the following three (3) calls: (1) N 26°16'15" W 226.42 feet to a ¾" rebar; (2) N 66°11'19" E 91.00 feet to a ½" rebar; (3) N 30°18'05" W 131.86 feet to the POINT AND PLACE OF BEGINNING and containing 43.824 AC.

SECTION 2. Upon and after the 12<sup>th</sup> day of March, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 12<sup>th</sup> day of March 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

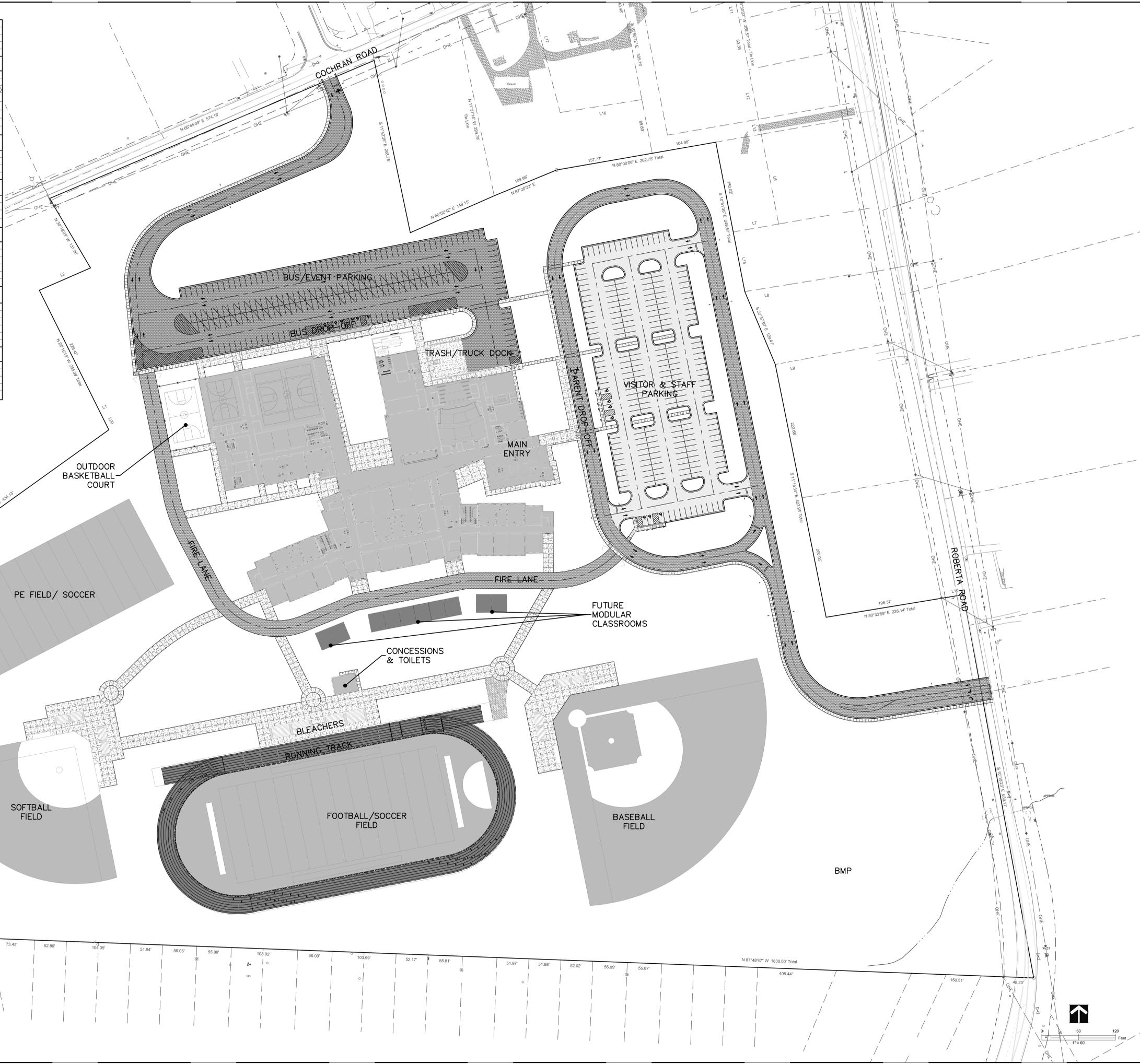
ATTEST:

APPROVED AS TO FORM:

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

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

SITE CHARACTERISTICS	
PROJECT NAME:	CABARRUS COUNTY MIDDLE SCHOOL
PIN#:	5518-16-4257
ADDRESS:	3817 COCHRAN ROAD
ZONING:	CONCORD, CABARRUS CO., NC MDR MEDIUM DENSITY RESIDENTIAL
<b>OFF-STREET PARKING</b>	
REQUIRED NUMBER OF SPACES:	XX (MIN), XX (MAX)
PROPOSED NUMBER OF SPACES:	464 (25 BUS/439 VEH. IN BUS PARKING LOT)
ACCESSIBLE SPACES REQUIRED:	X (X VAN, X REGULAR)
ACCESSIBLE SPACES PROVIDED:	X (X VAN, X REGULAR)
INTERIOR DRIVEWAY WIDTH:	XX'
TYPICAL BAY WIDTH:	XX'
TYPICAL STALL DIMENSIONS:	9'X18'
<b>OFF-STREET LOADING/ UNLOADING</b>	
BUILDING AREA:	XXX,XXX SF
REQUIRED PARKING SPACE(S):	X
PROPOSED SPACES:	X
<b>DRIVE-WAY/CURB CUTS</b>	
NUMBER OF PROPOSED DRIVEWAYS:	2
DRIVEWAY WIDTH:	24' (COCHRAN ROAD) 24' (ROBERTA ROAD)
<b>DIMENSION/ DENSITY REQUIREMENTS</b>	
LOT SIZE:	43.82 ACRES
PERMITTED DENSITY:	X.XX
PROPOSED DENSITY:	X.XXX
MAX. ALLOWABLE BUILDING HEIGHT:	XX'
PROPOSED HEIGHT OF BUILDING:	XX'-X" (FRONT), XX'-X" (BACK)
<b>IMPERVIOUS SURFACE CALCULATION</b>	
EXISTING:	0 ACES
PROPOSED FOOTPRINTS:	X.XX ACRES
PROPOSED PARKING/ DRIVEWAY:	X.XX ACRES
TOTAL IMPERVIOUS:	X.XX ACRES
TOTAL IMPERVIOUS ALLOWED:	XX.XX ACRES
<b>SETBACKS</b>	
FRONT:	XX'
INTERIOR:	XX'
STREET SIDE:	XX'
REAR:	XX'



**66 Union St. S.**

*Grant Analysis (3 Year)*

**Total Improvement: \$1,009,448**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Total Assessed Value</b>	\$1,009,448.00	\$1,009,448.00	\$1,009,448.00
<b>City taxes at .48</b>	\$ 4,845.35	\$ 4,845.35	\$ 4,845.35
<b>Grant @ 85 %</b>	\$ 4,118.55	\$ 4,118.55	\$ 4,118.55
<b>Net Taxes to City</b>	\$ 726.80	\$ 726.80	\$ 726.80
		<b>3 year taxes</b>	<b>\$ 14,536.05</b>
		<b>3 year grant</b>	<b>\$ 12,355.64</b>
		<b>3 yr. net revenue</b>	<b>\$ 2,180.41</b>

This document is for calculation purposes only. The numbers computed here are estimated based on general assumptions provided by the client. Actual grants may vary  
 Note: Grants Subject to City Council approval

	Min	Max
Parts and tooling	\$2,000,000	\$3,000,000
Ground support equipment	\$500,000	\$1,000,000
IT Investment	\$50,000	\$400,000
<b>TOTAL</b>	<b>\$2,550,000</b>	<b>\$4,400,000</b>

AN ORDINANCE AMENDING THE ZONING ORDINANCE  
OF THE CITY OF CONCORD, NORTH CAROLINA

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by the North Carolina General Statute §160A-364 enacted an Official Zoning Ordinance for the City of Concord, North Carolina and the Area of Extraterritorial Jurisdiction on July 28, 1977; and

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160A-364 through §§160A-366 and 160A-381 through 160A-392 may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zone boundaries; and

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute 160A-381 through 160A-394 does hereby recognize a need to amend the text of certain articles of the City of Concord zoning Ordinance.

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

**SECTION 1:** That the following section of Concord Development Ordinance (CDO) Article 8 "Use Regulations," Section 8.1.8 "Use Table", be amended to the following:

USE CATEGORY	SPECIFIC USE	AG	RE	RL	RM-1	RM-2	RV	RC	O-I	B-1	CC	C-1	C-2	I-1	I-2	Standards	
Restaurants [see 8.2.6.F]	All restaurants, except as listed below								P	P	P	P	P				
	Banquet Home	SS	SS	SS	SS	SS										8.3.5.N	
	Bar/Tavern										PS		PS			8.3.5.S	
	Food Truck, Temporary										PS					8.3.5.Q	
	Private Clubs										SS		SS			8.3.5.F	
	Restaurant, carryout, delivery, no seating										P	P	P	P			
	Restaurant, fast food, drive-thru, drive-in												P	P			

**SECTION 2:** That the following section of Concord Development Ordinance (CDO) Article 8 "Use Regulations," Section 8.3 "Supplemental Regulations for Certain Uses", Section 8.3.5 "Commercial Uses" be amended to add the following:

- S. BAR/TAVERN
  1. The provisions of this section shall apply to any bar/tavern not defined as a private club or restaurant. Excluded are adult establishments, athletic and sports facilities, conference centers, cultural facilities, hotels and motels, and any use exempt in accordance with Alcohol Beverage Commission standards.
  2. No restaurant shall be established within 200 feet of any of the following:
    - A. Any Residential Zoning District, Elementary School, Middle School, or High School;
    - B. Any Child Care Center or Child Care Facility;

- C. Any Religious Institution; or
- D. Any other existing establishment of the same kind
- 3. The distance restriction shall not apply within the Center City (CC), Planned Unit Development (PUD), Traditional Neighborhood Development (TND), Mixed Use (MX) zoning districts, or within any mixed use building where commercial and residential uses are integrated.
- 4. The distance measurement shall be made from the exterior building wall (or outdoor patio space) of the proposed use to the property line of the existing land use or zoning district.

**SECTION 3:** That the following section of Concord Development Ordinance (CDO) Article 14 "Definitions," be amended to add the following:

**BAR/TAVERN** - An establishment where any malt beverage alcohol is consumed, food and other beverages are optional, and entertainment may be provided. Excluded are adult establishments, athletic and sports facilities, conference centers, cultural facilities, hotels and motels and any use exempt in accordance with the Alcoholic Beverage Commission standards.

**SECTION 4:** That this Ordinance be effective immediately upon adoption.

Adopted in this March 12<sup>th</sup>, 2019.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

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

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

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

**MEETING DATE:**

March 12, 2020

**BACKGROUND:**

The Planning and Zoning Commission heard the above referenced petition at their January 21st, 2020 public hearing and acted to approve the request with conditions. An appeal was submitted on February 3rd by Ms. Rose Beam and shall now be forwarded to City Council for reconsideration of the rezoning request. Below is the approved Statement of Consistency, 21 conditions of approval, and 3 additional conditions (22-24) that have been agreed upon by the developer since the rezoning hearing.

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

- The subject property is approximately 275.60 acres.
- The 2030 Land Use Plan designates the subject property as “Suburban Neighborhood,” is zoned RL (Residential Low Density), and is largely vacant aside from older farm structure.
- The proposed zoning amendment is consistent with the 2030 Land Use Plan as RV and conditional district variations are corresponding zoning classifications to the Suburban Neighborhood land use category. The Suburban Neighborhood land use category is intended to accommodate both larger lot and smaller lot subdivisions such as the 7,500 sf lot sizes permitted under RV zoning and the current request. The request meets LUP Objective 2.2 by the interconnected street design, resulting in a minimal number of cul-de-sacs. Furthermore, a stub street has been provided to the vacant property to the North, requiring future development to connect to the subject neighborhood. The site design shows compatibility with Objective 4.1 due to the large amount of buffering, and specifically undisturbed buffering between the existing subdivisions to the south and west. Although the lots in the proposed subdivision are smaller than some of the lots to the south and west, the distance and amount of undisturbed buffering eliminates any incompatibility. Furthermore, although the subject property is not within the Conservation area of the 2030 Land Use Plan, the 101.07 acres of contiguous undisturbed open space provides habitat conservation as well as tree preservation which is encouraged within the Conservation land use category and throughout the City.
- The zoning amendment is reasonable and in the public interest because the petition allows a zoning that serves to preserve a substantial amount of open space. The proposed open space serves to accommodate preservation of a large amount of environmentally sensitive lands and provides contiguous habitat conservation. The petition also proposes clustered design, minimizing the amount of infrastructure (streets, water, sewer, stormwater, etc.) needed to serve the site. The reduced impervious surface associated with the limited street network, in comparison to the amount of streets/sidewalk/curb/gutter needed to accommodate a by right development, decreases the amount of potential stormwater associated with the site after development. Furthermore, the enhanced stormwater retention facilities (designed above requirements for a by right development) will further protect downstream properties.

**Approved Conditions Approved by Planning and Zoning:**

1. Project shall comply with the “Annsborough Park Rezoning” plans, sheets RZ-000 through RZ-015, dated 01/08/2020.
2. The development shall adhere to the following residential design criteria:
  - All front elevations shall be constructed of one or a combination of the following materials: fiber cement board, stucco, brick, stone, glass, wood, or faced concrete block. Artificial materials which closely resemble these materials shall also be allowed. Vinyl may only be utilized for soffits, trim and window treatments.
  - All other sides of the homes will be constructed of fiber cement board at a minimum, and may be brick or stone.
  - Multiple colors of fiber cement board, stone and brick are encouraged between units to ensure variety.
  - 25-year architectural shingle is required. Metal roofing material may be used over porches and windows to provide additional architectural detail.
  - All roof pitches, with the exception of covered porches, shall be a minimum 6:12.
3. COS areas 1-5 will each feature an improved surface walking trail within the area designated as Common open space and will include a minimum of two (2) benches each and at least one dog pot (dog waste basket and plastic bag dispensary for dog waste).
4. Project shall comply with the Common Open Space and Amenity Site Plan renderings dated 01/13/2020.
5. The development will contain a no fewer than 125, 65-foot wide lots.
6. The SCMs (BMPs) shall be designed to detain the 100 year, 24 hour storm event to predevelopment rates in addition to the City’s minimum standards.
7. All BMPs will be designed to meet the criteria of section CDO 10.5.4. The developer shall incorporate native plants into the BMP landscaping plan.
8. “Grading limits between the undisturbed common open space and the rear lot lines of lots 202-225 will be a maximum of 150ft.”
9. The two access points on Odell School Road shall be located in accordance with the “Annsborough Park Rezoning” plans, sheets RZ-000 through RZ-015, dated 01/08/2020. Request for Entrance #2 location adjustment by 100ft north or 100ft south is dependent on NCDOT and City of Concord review and approval. Requests to relocate access points beyond this scope shall require a modification to the zoning through the public hearing process.
10. Developer is responsible for acquiring any offsite utility easements associated with the public water line extension.
11. Approval of a preliminary plat is required.
12. Full water modeling and calculations shall be submitted with first site plan for technical review.
13. All homes in the subdivision shall be constructed with an approved sprinkler system.
14. Amenity Center shall be constructed with an approved sprinkler system.
15. Amenity Center shall have an approved fire alarm system installed.
16. If any buildings exceed 30 feet as measured at the gutter line, then all access roads leading up to that structure shall be measured at 26ft in width.
17. Hydrant at end of the street identified as Tullymore on the site plan shall be within 200 Feet of cul-de-sac

18. The street identified on the plan as McCall Street Mini Circle Turning Radius needs to be adjusted for ladder truck. Truck turning radius must stay within street not beyond curb and sidewalk in accordance with City Staff notes on submitted plans.
19. The street identified on the plan as Annsborough Drive Right Turn Ingress turning radius needs to be adjusted for ladder truck. Truck turning radius must stay within street not beyond curb and sidewalk in accordance with City Staff notes on submitted plans.
20. The street identified on the plan as Seaford Drive Left Turn Ingress turning radius needs to be adjusted for ladder truck. Truck turning radius must stay within street not beyond curb and sidewalk in accordance with City Staff notes on submitted plans.
21. The minimum diameter for a cul-de-sac shall be 96 ft. as outlined in Figure D103.1 of the NC Fire Code. All cul-de-sac designs in community shall meet this standard as a minimum.

**New Conditions (in addition to the previously approved conditions) Proposed by the Applicant:**

22. No more than 300 homes shall be built on the site.
23. A deed restriction shall be placed on the common open space identified as “undisturbed” by any future Grantor of the common open space when it is transferred to the homeowners association that will own the common open space of Annsborough Park. The deed restriction shall indicate, in reference to the “undisturbed” buffer/open space area, that: the property defined as such shall disallow any owner of the property from “from disturbing the property in any manner that which would cause the Property not to be in compliance as an Undisturbed Open Space.” The deed restriction shall also state that “restriction shall constitute a restriction running with the land and be binding upon Grantee, their respective successors in interest, assigns, heirs and personal representatives, having or hereafter acquiring any right, title or interest in and to all or any portion of the Property. The benefits of this restriction shall inure to the owners of any property that adjoins the Property (“Adjoining Properties”), their respective successors in interest and assigns, having or hereafter acquiring any right, title or interest in and to any Adjoining Properties. This restriction shall be enforceable by any owner of any Adjoining Properties.”
24. The sewer easement proposed on the southwest side of the property, within the area described as “undisturbed,” shall generally be located in the area indicated on the “Annsborough Park Rezoning” plans, sheets RZ-000 through RZ-015, dated 01/08/2020, with final location determination being decided upon between the City and developer during the construction drawing phase of development.

received  
2/3/20 SD

IN THE MATTER OF:

ANNSBOROUGH PARK

CASE NO. Z(CD)-20-19

PINs 4681-94-6153, 4691-03-0484, 4681-72-7234, 4681-71-4316, &  
4681-91-3041

**NOTICE OF APPEAL**

TO THE HONORABLE CITY COUNCIL FOR THE CITY OF CONCORD IN THE  
STATE OF NORTH CAROLINA

COMES NOW the aggrieved person, Rose Beam, and other interested parties, pursuant to Section 3.2.4(B) of the Concord Development Ordinance and North Carolina Session Law 1993, Chapter 247, House Bill 575, and hereby gives Notice of Appeal to the City Council for the City of Concord in the State of North Carolina from the Action taken on January 21, 2020 by the City of Concord Planning & Zoning Commission including approval of the Zoning Map Amendment Application rezoning the subject property from Residential Low Density (RL) to Residential Village Conditional District (RV-CD) and the Preliminary Platt RZ-001 through RZ-015 all inclusive.

This is the 3<sup>rd</sup> day of February, 2020



Rose Beam  
Petitioner, Adjacent Property Owner

Rose Beam  
8804 Bayberry Trail  
Concord, NC 28027  
Phone: 704-213-3238  
drbeam@ctc.net

Drawn By: Starla Rogers

Return to: City of Concord ROD Box

PINs: 4681-94-6153,  
4691-03-0484, 4681-72-7234, 4681-71-4316, and 4681-91-3041

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP  
OF THE CITY OF CONCORD, NORTH CAROLINA  
FOR PROPERTY LOCATED WEST OF ODELL SCHOOL ROAD, GENERALLY SOUTH OF UNTZ ROAD**

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by the North Carolina General Statutes 160A-364 enacted an Official Zoning Ordinance for the City of Concord, North Carolina and the Area of Extraterritorial Jurisdiction on July 28, 1977; and

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by North Carolina General Statute 160A-364 through 160A-366 and 160A-381 through 160A-392 may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zone boundaries; and

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by North Carolina General Statute, Chapter 160A, Art. 19, Session Laws of 1993, Chapter 247, House Bill 575 and Section 3.2.4.B.2 of the Concord Development Ordinance does hereby allow the Planning and Zoning Commission to be final approval authority for zoning changes of land, provided that at least three-fourths of the members present vote in the affirmative, and no appeal of the decision is taken; and

WHEREAS, Section 3.2.4.B.5 of the Concord Development Ordinance specifies that any person aggrieved by the decision of the Planning and Zoning Commission shall have the right to appeal the decision to the City Council within fifteen days of the decision of the Planning and Zoning Commission decision by giving written notice to the Administrator; and

WHEREAS, Section 3.2.4.B.2 of the Concord Development Ordinance specifies that a final approval decision shall not be in effect until the fifteen day appeal period expires;

NOW, THEREFORE BE IT ORDAINED by the Planning and Zoning Commission of the City of Concord, North Carolina:

SECTION 1. That the P&Z Commission held a duly advertised public hearing on January 21<sup>st</sup>, 2020. At the close of the public hearing, the P&Z Commission adopted the following "Statement of Zoning Consistency" as required by NC Gen Stat 160A-383.

- The subject property is approximately 275.60 acres.
- The 2030 Land Use Plan designates the subject property as "Suburban Neighborhood," is zoned RL (Residential Low Density), and is largely vacant aside from older farm structure.
- The proposed zoning amendment is consistent with the 2030 Land Use Plan as RV and conditional district variations are corresponding zoning classifications to the Suburban Neighborhood land use category. The Suburban Neighborhood land use category is intended to accommodate both larger lot and smaller lot subdivisions such as the 7,500 sf lot sizes permitted under RV zoning and the current request. The request meets LUP Objective 2.2 by the interconnected street design, resulting in a minimal number of cul-de-sacs. Furthermore, a stub street has been provided to the vacant property to the North, requiring future development to connect to the subject neighborhood. The site design shows compatibility with Objective 4.1 due to the large amount of buffering, and specifically undisturbed buffering between the existing subdivisions to the south and west. Although the lots in the proposed subdivision are smaller than some of the lots to the south and west, the distance and amount of undisturbed buffering eliminates any incompatibility. Furthermore, although the subject property is not within the Conservation area of the 2030 Land Use Plan, the 101.07 acres of contiguous undisturbed open space provides habitat conservation as well as tree preservation which is encouraged within the Conservation land use category and throughout the City.
- The zoning amendment is reasonable and in the public interest because the petition allows a zoning that serves to preserve a substantial amount of open space. The proposed open space serves to accommodate preservation of a large amount of environmentally sensitive lands and provides contiguous habitat conservation. The petition also proposes clustered design, minimizing the amount of infrastructure (streets, water, sewer, stormwater, etc.) needed to serve the site. The reduced impervious surface associated with the limited street network, in comparison to the amount of streets/sidewalk/curb/gutter needed to accommodate a by right development, decreases the amount of potential stormwater associated with the site after development. Furthermore, the enhanced stormwater retention facilities (designed above requirements for a by right development) will further protect downstream properties.

The P&Z Commission then voted to **APPROVE** the map amendment by the required super-majority with the following conditions:

1. Project shall comply with the "Annsborough Park Rezoning" plans, sheets RZ-000 through RZ-015, dated 01/08/2020.
2. The development shall adhere to the following residential design criteria:
  - All front elevations shall be constructed of one or a combination of the following materials: fiber cement board, stucco, brick, stone, glass, wood, or faced concrete block. Artificial materials which closely resemble these materials shall also be allowed. Vinyl may only be utilized for soffits, trim and window treatments.
  - All other sides of the homes will be constructed of fiber cement board at a minimum, and may be brick or stone.
  - Multiple colors of fiber cement board, stone and brick are encouraged between units to ensure variety.

- 25-year architectural shingle is required. Metal roofing material may be used over porches and windows to provide additional architectural detail.
  - All roof pitches, with the exception of covered porches, shall be a minimum 6:12.
3. COS areas 1-5 will each feature an improved surface walking trail within the area designated as Common open space and will include a minimum of two (2) benches each and at least one dog pot (dog waste basket and plastic bag dispensary for dog waste).
  4. Project shall comply with the Common Open Space and Amenity Site Plan renderings dated 01/13/2020.
  5. The development will contain a no fewer than 125, 65-foot wide lots.
  6. The SCMs (BMPs) shall be designed to detain the 100 year, 24 hour storm event to predevelopment rates in addition to the City's minimum standards.
  7. All BMPs will be designed to meet the criteria of section CDO 10.5.4. The developer shall incorporate native plants into the BMP landscaping plan.
  8. "Grading limits between the undisturbed common open space and the rear lot lines of lots 202-225 will be a maximum of 150ft."
  9. The two access points on Odell School Road shall be located in accordance with the "Annsborough Park Rezoning" plans, sheets RZ-000 through RZ-015, dated 01/08/2020. Request for Entrance #2 location adjustment by 100ft north or 100ft south is dependent on NCDOT and City of Concord review and approval. Requests to relocate access points beyond this scope shall require a modification to the zoning through the public hearing process.
  10. Developer is responsible for acquiring any offsite utility easements associated with the public water line extension.
  11. Approval of a preliminary plat is required.
  12. Full water modeling and calculations shall be submitted with first site plan for technical review.
  13. All homes in the subdivision shall be constructed with an approved sprinkler system.
  14. Amenity Center shall be constructed with an approved sprinkler system.
  15. Amenity Center shall have an approved fire alarm system installed.
  16. If any buildings exceed 30 feet as measured at the gutter line, then all access roads leading up to that structure shall be measured at 26ft in width.
  17. Hydrant at end of the street identified as Tullymore on the site plan shall be within 200 Feet of cul-de-sac
  18. The street identified on the plan as McCall Street Mini Circle Turning Radius needs to be adjusted for ladder truck. Truck turning radius must stay within street not beyond curb and sidewalk in accordance with City Staff notes on submitted plans.
  19. The street identified on the plan as Annsborough Drive Right Turn Ingress turning radius needs to be adjusted for ladder truck. Truck turning radius must stay within street not beyond curb and sidewalk in accordance with City Staff notes on submitted plans.
  20. The street identified on the plan as Seaford Drive Left Turn Ingress turning radius needs to be adjusted for ladder truck. Truck turning radius must stay within street not beyond curb and sidewalk in accordance with City Staff notes on submitted plans.
  21. The minimum diameter for a cul-de-sac shall be 96 ft. as outlined in Figure D103.1 of the NC Fire Code. All cul-de-sac designs in community shall meet this standard as a minimum.

SECTION 2. That the Official Zoning Map is hereby amended by rezoning from RL (Residential Low Density) to City of Concord RV-CD (Residential Village Conditional District) the area described as follows:

BEGINNING AT A COMPUTED POINT IN ODELL SCHOOL ROAD, SAID POINT HAVING NC GRID CORRDNATES OF N 612,171.10 E 1,490,829.52, AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN LANDS OF FAYE G. GOODNIGHT & WILLIAM OTTO GOODNIGHT, III AS RECORDED IN

DEED BOOK 5615 PAGE 83 ON THE SOUTH AND LANDS OF RUC HOLDINGS ULC AS RECORDED IN DEED BOOK 13075 PAGE 312 AND WALTON NORTH CAROLINA, LLC AS RECORDED IN DEED BOOK 9917 PAGE 247 ON THE NORTH; THENCE ALONG WESTERLY ALONG SAID DIVISION LINE N 84° 41' 08" W PASSING THROUGH A FOUND REBAR/ANGLE IRON AT 18.08 FEET, A TOTAL DISTANCE OF 1310.03 FEET TO A FOUND 2 INCH IRON PIPE; THENCE S 5° 37' 22" E FOR A DISTANCE OF 1138.65 FEET TO A FOUND ½ INCH REBAR IN THE NORTH LINE OF LOT 188 POPLAR WOODS PHASE 2 MAP 2 (PLAT BOOK 37 PAGE 46); THENCE ALONG THE NORTHERLY LINE OF LOT 188 POPLAR WOODS PHASE 2, NORTHERLY TERMINUS OF CHATHAM OAKS DRIVE, NORTHERLY LINE OF LOT 89 POPLAR WOODS PHASE 2 MAP 2, NORTHERLY LINE OF LOTS 58 & 58 POLAR WOODS PHASE 2 MAP 1 (PLAT BOOK 35 PAGE 54 & PLAT BOOK 37 PAGE 29) S 47° 36' 21" W FOR A DISTANCE OF 585.03 FEET TO A FOUND 5/8 INCH AND 3/8 INCH REBAR BEING THE NORTHEAST CORNER OF TRACT 6 DEWEY GENE WHITTINGTON HEIRS AS RECORDED IN PLAT BOOK 38 PAGE 90; THENCE ALONG THE NORTHERLY LINE OF TRACT 6, TRACT 5, TRACT 2 & TRACT 1 GENE WHITTINGTON HEIRS AND LOTS 23, 24, 25, 26, 27, 28 & 29 POPLAR TRAILS PHASE ONE AS RECORDED IN PLAT BOOK 14 PAGE 73 N 83° 54' 10" W FOR A DISTANCE OF 3482.04 FEET TO A FOUND 1 INCH REBAR IN THE WESTERLY LINE OF LOT 128 POPLAR TRAILS PHASE IV, SECTION 2 AS RECORDED IN PLAT BOOK 20 PAGE 13; THENCE ALONG THE WESTERLY LINE OF LOTS 128, 129, 130, 131 & 132 POPLAR TRAILS PHASE IV, SECTION 2 N 9° 19' 26" E FOR A DISTANCE OF 845.06 FEET TO A FOUND 5/8 INCH REBAR IN THE NORTHERLY LINE OF LOT 133 POPLAR TRAILS PHASE IV, SECTION 2; THENCE ALONG THE NORTHERLY LINE OF LOTS 133, 134, 135, 136 & 137 POPLAR TRAILS PHASE IV, SECTION 2 N 82° 10' 34" W FOR A DISTANCE OF 1139.14 FEET TO A FOUND EYE BOLT IN THE WESTERLY LINE OF LOT 139 POPLAR TRAILS PHASE IV, SECTION 3 AS RECORDED IN PLAT BOOK 20 PAGE 14; THENCE ALONG THE WESTERLY LINE OF LOTS 139, 140, 141, 143 & 144 POPLAR TRAILS PHASE IV, SECTION 2 N 2° 55' 41" W FOR A DISTANCE OF 953.77 FEET TO A FOUND 2" IRON PIPE IN THE SOUTHERLY LINE OF LANDS OF UNICA, U.B.O. AS RECORDED IN DEED BOOK 1817 PAGE 242; THENCE ALONG SAID SOUTHERLY LINE OF UNICA, U.B.O. S 84° 10' 51" E FOR A DISTANCE OF 2267.94 FEET TO A FOUND 5/8 INCH REBAR; THENCE N 11° 08' 13" E FOR A DISTANCE OF 485.44 FEET TO A FOUND ¾ INCH REBAR IN THE SOUTHERLY LINE OF LANDS OF W.H. ALLISON AS RECORDED IN DEED BOOK 278 PAGE 176; THENCE ALONG SAID SOUTHERLY LINE OF W.H. ALLISON, SOUTHERLY LINE OF WILLIAM HAROLD ALLISON AS RECORDED IN DEED BOOK 5812 PAGE 364 AND SOUTHERLY LINE OF KRISTEN L. BRICKMAN & JASON R. BRICKMAN AS RECORDED IN DEED BOOK 10521 PAGE 188 N 88° 16' 26" E FOR A DISTANCE OF 1175.35 FEET TO A FOUND ¾ INCH REBAR IN THE SOUTHERLY LINE OF LANDS OF FRANKIE LEE ALLISON & CATHERINE F. ALLISON AS RECORDED IN DEED BOOK 10522 PAGE 2322; THENCE N 78° 36' 05" E FOR A DISTANCE OF 1121.76 FEET TO A FOUND ¾ INCH REBAR; THENCE N 10° 58' 09" W FOR A DISTANCE OF 597.80 FEET TO A FOUND 5/8 INCH REBAR IN THE SOUTHERLY LINE OF LANDS OF PAUL W. YOW & BRENDA F. YOW AS RECORDED IN DEED BOOK 437 PAGE 198; THENCE N 49° 29' 08" E PASSING THROUGH A ½ INCH IRON PIPE AT 764.88 FEET FOR A TOTAL DISTANCE OF 796.14 FEET TO A POINT IN ODELL SCHOOL ROAD; THENCE ALONG ODELL SCHOOL ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1.) S 59° 26' 40" E FOR A DISTANCE OF 124.43 FEET TO A POINT, 2.) S 50° 15' 01" E FOR A DISTANCE OF 308.30 FEET TO A POINT IN THE NORTHWESTERLY LINE OF LANDS OF NICHOLAS L. HOYT & BRITTANY LYNN BEGLEY AS RECORDED IN DEED BOOK 13382 PAGE 17; THENCE ALONG LANDS OF NICHOLAS L. HOYT & BRITTANY LYNN THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1.) S 48° 33' 00" W FOR A DISTANCE OF 230.17 FEET TO A FOUND ¾ INCH REBAR, 2.) S 29° 43' 30" E FOR A DISTANCE OF 147.20 FEET TO A FOUND 5/8 INCH REBAR, 3.) N 72° 13' 46" E FOR A

DISTANCE OF 249.33 FEET TO A POINT IN ODELL SCHOOL ROAD; THENCE ALONG ODELL SCHOOL ROAD S 17° 57' 40" E FOR A DISTANCE OF 997.67 FEET TO A POINT; THENCE ALONG THE NORTHERLY LINE OF LANDS OF DARYL E. GRAVES & SHARONDA GRAVES AS RECORDED IN DEED BOOK 8142 PAGE 139 AND THE NORTHERLY LINE OF LANDS OF DANIEL JONATHAN GARCIA & CHERYL GARCIA AS RECORDED IN DEED BOOK 7890 PAGE 12 S 72° 16' 00" W PASSING THROUGH A 5/8 INCH REBAR AT 29.80 FEET, A 5/8 INCH REBAR AT 290.45 FEET AND 3/4 INCH REBAR AT 499.97 FEET FOR A TOTAL DISTANCE OF 580.26 FEET TO A FOUND REBAR; THENCE CONTINUING ALONG THE WESTERLY AND SOUTHERLY LINE OF LANDS OF JONATHAN GARCIA & CHERYL GARCIA THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1.) S 17° 45' 00" E FOR A DISTANCE OF 149.97 FEET TO A FOUND REBAR, 2.) N 72° 15' 06" E FOR A DISTANCE OF 290.42 FEET TO A FOUND 5/8 INCH REBAR BEING THE NORTHWEST CORNER OF LANDS OF BILLY R. FISHER JR AS RECORDED IN DEED BOOK 6843 PAGE 81; THENCE S 17° 45' 00" E FOR A DISTANCE OF 150.15 FEET TO A FOUND 3/8 INCH REBAR BEING THE NORTHWEST CORNER OF LANDS OF RICHARD C. PETHEL, JR. & VANESSA L. PETHEL AS RECORDED IN DEED BOOK 6137 PAGE 341; THENCE ALONG LANDS OF RICHARD C. PETHEL, JR. & VANESSA L. PETHEL THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1.) S 22° 23' 46" E FOR A DISTANCE OF 161.30 FEET TO A FOUND 3/4 INCH REBAR, 2.) N 72° 09' 00" E FOR A DISTANCE OF 41.48 FEET TO A FOUND 5/8 INCH REBAR BEING THE NORTHWEST CORNER OF LANDS OF PEGGY OVERCASH SMITH & ERIC TODD SMITH AS RECORDED IN DEED BOOK 1793 PAGE 28; THENCE ALONG LANDS OF PEGGY OVERCASH SMITH & ERIC TODD SMITH THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1.) S 13° 25' 49" E PASSING THROUGH A 3/4 INCH PIPE IN CONCRETE AT 15.02 FEET FOR A TOTAL DISTANCE OF 179.75 FEET TO A FOUND 3/4 INCH REBAR, 2.) N 72° 17' 55" E PASSING THROUGH A 3/4 INCH REBAR AT 217.46 FEET FOR A TOTAL DISTANCE OF 249.40 FEET TO A POINT IN ODELL SCHOOL ROAD; THENCE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1248.67 FEET, AN ARC LENGTH OF 493.50 FEET AND WHOSE LONG CHORD BEARS S 3° 03' 44" E FOR A DISTANCE OF 490.29 FEET TO THE POINT AND PLACE OF BEGINNING , CONTAINING 12,004,876 SQUARE FEET OR 275.594 SCRES OF LAND, MORE OR LESS.

SECTION 3. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby authorized.

SECTION 4. That the above described property shall be perpetually bound to the uses authorized in the Concord Development Ordinance, as such may be amended from time to time and as provided for under Article 3 of the Concord Development Ordinance.

SECTION 5. That the effective date hereof is the 5<sup>th</sup> day of February, 2020.

Adopted the 21<sup>st</sup> day of January, 2020.

PLANNING AND ZONING COMMISSION  
CITY OF CONCORD  
NORTH CAROLINA

  
William Isenhour (Chair)

ATTEST:

*Angela Baldwin*  
Secretary to the Planning & Zoning Commission

North Carolina  
CABARRUS County

I, *Kristina M Fausel* a Notary Public for said County and State, Do hereby certify that *Angela Baldwin* personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the *27<sup>th</sup>* day of *January*, *2020*.

*Kristina M Fausel* (Notary Public)

My Commission expires *June 13<sup>th</sup>, 2023*.



RESOLUTION AUTHORIZING CONSIDERATION of NEGOTIATED OFFER

WHEREAS, North Carolina General Statute § 157-9 permits the City Council of the City of Concord in its role as Housing Authority to sell real property by negotiated offer after the receipt of an Offer to Purchase Property; and

WHEREAS, the City acquired 548 Allison Street NW by North Carolina General Warranty Deed as recorded on June 25, 2010 in Deed Book 9198, Page 226 of the Cabarrus County Registry for the purpose of community redevelopment; and

WHEREAS, 548 Allison St NW ("Property") is further described as follows:

Lying and being in the City of Concord, Cabarrus County, North Carolina and being all of Lot Number One (1) of Exception Plat, as shown on plat recorded on Map Book 83 at Page 51 of the Cabarrus County Registry; and

WHEREAS, on Monday, February 24th, the City received an Offer to Purchase the Property from Zolan and Hannah Felso ("Buyer") for \$127,500.00.

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

1. The City Council intends to accept the offer described above.
2. The Offeror shall submit one thousand dollars and no cents (\$1,000.00) as a deposit to be held by the City Clerk; and
3. The final sale shall include the following terms:
  - a. The City will convey 548 Allison Street NW to the Offeror, by North Carolina Warranty Deed.
  - b. The City will convey the property subject to any and all existing public utility easements, restrictions, rights-of-way, protective covenants, zoning laws, conditions, and any ordinance of record.
  - c. The closing shall take place on or before April 20, 2020.
4. The City Attorney is directed to take all necessary steps to complete the sale. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 548 Allison Street NW in accordance with this resolution.

Adopted this 12th day of March, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

---

William "Bill" Dusch, Mayor

ATTEST:

---

Kim J. Deason, City Clerk



OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

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

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

(a) "Seller": City of Concord, a North Carolina municipal corporation

(b) "Buyer": Zoltan Felso, Hannah Felso

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

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

Street Address: 528 Allison Street NW
City: Concord Zip: 28025
County: Cabarrus, North Carolina

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

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit 1, Block/Section, Subdivision/Condominium Exception Plat of the City
Continued... See Addendum, as shown on Plat Book/Slide at Page(s)
The PIN/PID or other identification number of the Property is: P/O 5621-31-3610
Other description:
Some or all of the Property may be described in Deed Book 9198 at Page 226

(d) "Purchase Price":
\$ 127,500.00 paid in U.S. Dollars upon the following terms:
\$ BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
\$ 1,000.00 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent
named in Paragraph 1(f) by [ ] cash [ ] personal check [X] official bank check [ ] wire
transfer, [ ] electronic transfer, EITHER [ ] with this offer OR [ ] within five (5) days of the
Effective Date of this Contract.
\$ BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow
Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic
transfer no later than 5 p.m. on,
TIME BEING OF THE ESSENCE.
\$ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the
existing loan(s) secured by a deed of trust on the Property in accordance with the attached
Loan Assumption Addendum (Standard Form 2A6-T).
\$ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum
(Standard Form 2A5-T).
\$ BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum
(Standard Form 2A3-T).
\$ 126,500.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid
with the proceeds of a new loan).

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



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



STANDARD FORM 2-T
Revised 7/2019
© 7/2019

Buyer's initials [Signature] Seller's initials [Signature]

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

(f) "Escrow Agent" (insert name): City of Concord

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

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

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

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on April 8, 2020 *TIME BEING OF THE ESSENCE.*

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

(l) "Settlement Date": The parties agree that Settlement will take place on April 20, 2020 *Time Being of the Essence* (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer's initials [Signature] Seller's initials [Signature]

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

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

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

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

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

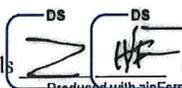
**NOTE:** Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 7(c), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. **FIXTURES AND EXCLUSIONS.**

(a) **Specified Items:** Unless identified in subparagraph (d) below, the following items, including all related equipment and remote control devices, if any, are deemed fixtures and shall convey, included in the Purchase Price free of liens:

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.
- Garage door openers with all controls
- Generators that are permanently wired
- Invisible fencing with power supply, controls and receivers
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems and controls; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawl space ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

Buyer's initials                      Seller's initials                     



(b) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

\_\_\_\_\_  
\_\_\_\_\_

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (c)*): \_\_\_\_\_

Seller shall repair any damage caused by removal of any items excepted above.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: Stove, Dishwasher, and Built-In Microwave

**NOTE:** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

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

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

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

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

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

Buyer's initials  Seller's initials \_\_\_\_\_

- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.
- (x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

**NOTE:** Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

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

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

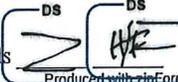
(g) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME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

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

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer  does  does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  Down Payment Assistance Program  Other: NC HFA loan at a  Fixed Rate  Adjustable Rate in the principal amount of \$114,300.00 plus any financed VA Funding Fee or FHA MIP for a term of 360 year(s), at an initial interest rate not to exceed 3.875 % per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. Some mortgage loan programs and Down Payment Assistance programs selected by Buyer may impose additional repair obligations, conditions or costs upon Seller or Buyer, and more information may be needed.

Buyer's initials  Seller's initials \_\_\_\_\_  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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

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

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

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):  
 is listed with and actively marketed by a licensed real estate broker.  
 will be listed with and actively marketed by a licensed real estate broker.  
 Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

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

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

(d) **Residential Property and Owners' Association Property Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): Owned By Municipality; New Construction

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

6. **BUYER OBLIGATIONS:**

- (a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.
- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
  - (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

Buyer's initials 

Seller's initials \_\_\_\_\_

- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

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

**7. SELLER REPRESENTATIONS:**

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

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

(b) **Lead-Based Paint (check if applicable):**

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

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

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

**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- By laws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): N/A whose regular assessments("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

Buyer's initials  Seller's initials  \_\_\_\_\_  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

8. SELLER OBLIGATIONS:

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

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

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

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

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

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

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

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

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

Buyer's initials  Seller's initials 

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

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

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

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

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

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

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from 1 Yr Warranty Provided at No Additional Cost at a cost of \$ 500.00 which includes sales tax and will pay for it at Settlement. *Agent to pay*

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

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

Buyer's initials DS Seller's initials HF

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

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

13. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)           | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)   |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)   |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                            | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)  |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)   |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |   |

Identify other attorney or party drafted addenda: See Attached.

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

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

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

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

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

Buyer's initials  Seller's initials 

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials  Seller's initials  \_\_\_\_\_  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

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

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

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

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

DocuSigned by:  
Buyer: Koltan Felso  
Koltan Felso  
7C52704E836D4BB...

Seller: \_\_\_\_\_

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

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

DocuSigned by:  
Buyer: Hannah Felso  
Hannah Felso  
8A87D4F5C03466...

Seller: \_\_\_\_\_

Entity Buyer:  
\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:  
City of Concord, a NC municipal corp.  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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

Name: \_\_\_\_\_  
Print Name

Name: Lloyd Wm. Payne, Jr.  
Print Name

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

Title: City Manager

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

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

**WIRE FRAUD WARNING**

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

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

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

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: 241 Rustwood Dr, Mooresville, NC 28117-8041

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: zhfelso@gmail.com

SELLER NOTICE ADDRESS:

Mailing Address: PO Box 308, Concord, NC 28025

Seller Fax#: \_\_\_\_\_

Seller E-mail: begop@concordnc.gov

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Rooftop Realty
Acting as [X] Buyer's Agent [ ] Seller's(sub)Agent [ ] Dual Agent
Firm License #: \_\_\_\_\_
Mailing Address: 51 Union St S Ste 105, Concord, NC 28025-5009

Individual Selling Agent: Ellen C. Thomas
[ ] Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 305464

Selling Agent Phone#: (704)791-3141

Selling Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: ellenthomas@rooftoprealty.team

Listing Firm Name: None
Acting as [ ] Seller's Agent [ ] Dual Agent
Firm License #: \_\_\_\_\_
Mailing Address: \_\_\_\_\_

Individual Listing Agent: \_\_\_\_\_
[ ] Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: \_\_\_\_\_

Listing Agent Phone#: \_\_\_\_\_

Listing Agent Fax#: \_\_\_\_\_

Listing Agent E-mail: \_\_\_\_\_

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials [Signature] Seller's initials [Signature]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: \_\_\_\_\_ ("Seller")

Buyer: Zoltan Felso, Hannah Felso ("Buyer")

Property Address: 528 Allison Street NW, Concord, 28025 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: \_\_\_\_\_ Firm: None

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 1,000.00, receipt of which Seller hereby acknowledges.

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

(Signature)

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

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 1,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: City of Concord

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

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

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

Date: \_\_\_\_\_ Firm: City of Concord

Time: \_\_\_\_\_  A.M.  P.M. By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**ADDENDUM**

PROPERTY: **528 Allison Street NW, Concord, 28025**

1. Exception Plat of the City of Concord is attached for further reference.
2. This contract is pending approval by the Concord City Council on March 12, 2020.
3. NCHFA Addendum.
4. New Construction Addendum.
5. Additional Provisions Addendum.
6. Buyers can apply for Down Payment Assistance through the City of Concord Community Development Department. In order to qualify, the Buyers must qualify. If the Buyers cannot qualify, then the monies will not be available to the Buyers for the purchase of this property.
7. Property will be conveyed subject to an Affordability Period & Restrictions, to be drafted by the City of Concord.

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

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

DocuSigned by:  
  
 Signature \_\_\_\_\_  
7052704E836D4BB...

Signature \_\_\_\_\_

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

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

DocuSigned by:  
  
 Signature \_\_\_\_\_  
10DF95BC33466...

Signature \_\_\_\_\_

**Addendum**



ADDITIONAL PROVISIONS ADDENDUM

Property: 528 Allison Street NW, Concord, 28025

Seller: City of Concord, a NC municipal corporation

Buyer: Zoltan Felso, Hannah Felso

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

**NOTE:** All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Offer to Purchase and Contract - Vacant Lot/Land ("Contract"). Those provisions marked "N/A" shall not apply.

1.        **EXPIRATION OF OFFER:** This offer shall expire unless unconditional acceptance is delivered to Buyer on or before                                     AM  PM, on                                   , **TIME BEING OF THE ESSENCE**, or until withdrawn by Buyer, whichever occurs first.

2.        (To be used with Offer to Purchase and Contract Form 2-T only) **SEPTIC SYSTEM INSTALLATION/MODIFICATION:** As a part of the Buyer's Due Diligence, Buyer intends to obtain an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE)  conventional or  other                                    ground absorption sewage system for a            bedroom home. Except for the costs for clearing the Property, all costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer unless otherwise agreed. Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections by no later than                                   .

**NOTE:** Insert a date that will allow testing to be completed prior to the end of the Due Diligence Period .

3.        **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property shall be conveyed subject to existing leases and/or rights of tenants. Seller shall deliver to Buyer on or before                                   , true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any.

**NOTE:** Insert a date that will allow review to be completed prior to the end of the Due Diligence Period.

Any security deposit held in connection with any lease(s) shall be transferred to Buyer at Settlement and otherwise in accordance with North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-54). Seller  will  will not transfer to Buyer any pet fee/deposit at Settlement.

**NOTE:** DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

4. X **AGREED-UPON REPAIRS AND/OR IMPROVEMENTS:** Seller agrees, prior to Settlement Date and at Seller's expense, to complete the following items:                                   

Upon the completion of the construction of the house, the Buyer will be permitted to enter the home and a punch list will be created. The repairs will be competed prior to closing. Final walk thru will be completed by the Buyers with 24 hours of the scheduled closing.

Buyer shall have the right to verify, prior to Settlement, that the above items have been completed in a good and workmanlike manner.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.



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



STANDARD FORM 2A11-T  
Revised 7/2019  
© 7/2019

Buyer Initials Z HF Seller Initials

5. \_\_\_\_\_ **MANUFACTURED (MOBILE) HOME:** The Property shall include the following manufactured (mobile) home(s) located on the Property: VIN(s): \_\_\_\_\_ or  VIN(s) unknown Other description (*year, model, etc.*): \_\_\_\_\_

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDEMDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXPECT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROLL.

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

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

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

DocuSigned by:  
Buyer: Zoltan Felso  
Zoltan Felso  
2BC0DF95BC33466...

Seller: \_\_\_\_\_  
**City of Concord, a NC municipal corporation**

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

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

DocuSigned by:  
Buyer: Hannah Felso  
Hannah Felso  
2BC0DF95BC33466...

Seller: \_\_\_\_\_

Entity Buyer: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: **City of Concord, a NC municipal corp.**  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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

Name: \_\_\_\_\_  
Print Name

Name: **Lloyd Wm. Payne, Jr.**  
Print Name

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

Title: **City Manager**

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

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



NEW CONSTRUCTION ADDENDUM
(For Completed Construction)
This form is not for use when Buyer owns the Property

NOTE: This form is designed for use when Seller is a licensed contractor or has engaged a licensed contractor who has completed construction of a "spec" dwelling (including a townhouse but not a condominium) on property owned or to be owned by Seller who will convey improved property to Buyer, and should be attached as an addendum to the Offer to Purchase and Contract (Form 2-T). If construction of the dwelling is not completed or if extensive additional improvements are to be made or appraisal is dependent on their value, the parties should use the Offer to Purchase and Contract - New Construction (Form 800-T) instead of this form.

Property: 528 Allison Street NW, Concord, 28025

Seller: City of Concord, a NC municipal corporation

Buyer: Zoltan Felso, Hannah Felso

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

The General Contractor [ ] is Seller OR [ ] is (insert contractor's name):

NC contractor's license #: classification: limit: ("General Contractor")

1. CONSTRUCTION OF HOUSE. Seller or General Contractor has completed construction of a dwelling and related improvements (hereinafter "House") on the Property. Seller represents and certifies that Seller or General Contractor was licensed to construct the House and is licensed to construct any additional improvements that may be made by Seller or General Contractor pursuant to this Contract. Seller shall provide to Buyer a certificate of occupancy ("CO") for the House and any additional improvements made thereto no later than Settlement.

2. ADDITIONAL IMPROVEMENTS.

(a) Description. The parties agree that Seller will make the following additional minor improvements to the Property (describe all improvements; insert "N/A" if no additional improvements are to be made) (hereinafter collectively the "Additional Improvements") (As noted above, if extensive additional improvements are to be made, the parties should use the Offer to Purchase and Contract-New Construction (Form 800-T) instead of this form):

Buyers request wood flooring throughout the living room. Buyer is responsible for the cost difference of

(b) Construction. Seller shall construct the Additional Improvements in compliance with all laws, regulations, codes, and ordinances applicable to the construction of the Additional Improvements and in a good and workmanlike manner with new, good quality materials and components.

(c) Changes. Seller shall not make any significant deviation or change in the Additional Improvements without the prior written consent of Buyer.

(d) Costs of Construction. Seller shall provide and pay for all labor, materials, equipment, tools, clean-up, utilities, transportation, facilities, permits, fees, licenses and all other costs, charges and expenses whatsoever in connection with or related to the construction of the Additional Improvements.

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



STANDARD FORM 2A3-T Revised 7/2019 © 7/2019

Buyer initials [Signature] Seller initials [Signature]

3. **COMPLETION OF ADDITIONAL IMPROVEMENTS.** Seller shall diligently pursue the construction of the Additional Improvements, and shall complete construction of the Additional Improvements on or before Settlement. If Seller is delayed at any time in the progress of construction by: (a) any act or neglect of Buyer, (b) any changes ordered in the construction, (c) material shortages, adverse weather conditions, or delays in transportation which were not reasonably anticipated or (d) acts of God, then the time for completion of construction of the Additional Improvements and the Settlement Date shall be extended automatically by a reasonable time to account for the delay experienced. Seller shall notify Buyer in writing within five (5) days after the commencement of the delay; otherwise the right to an extension shall be waived. The construction of the Additional Improvements shall be deemed completed when they have been completed in accordance with the terms of this Contract and a CO(s) of occupancy has/have been issued by the appropriate governmental authority having jurisdiction over the construction of any of the Additional Improvements.

4. **INSPECTIONS.** Buyer or Buyer's designated representative may enter and inspect the Additional Improvements at reasonable times and in such manner as not to interfere with the progress of construction for the limited purpose of determining whether the work performed or being performed conforms to the terms of this Contract. In the event that during construction the Buyer shall reasonably determine that construction is not proceeding in accordance with this Contract, Buyer shall give written notice to Seller specifying the particular deviation, deficiency, or omission, and the Seller shall forthwith correct such deviation, deficiency, or omission. Buyer's rights under this paragraph shall not release Seller from any of Seller's obligations for the construction of the Additional Improvements in accordance with this Contract.

5. **PURCHASE PRICE AND BUILDING DEPOSIT.**

(a) **Purchase Price.** The purchase price set forth in Paragraph 1(d) of the Contract includes the purchase price of the Additional Improvements, if any.

(b) **Building Deposit.** The Building Deposit, if any, referred to in Paragraph 1(d) of the Contract is not an Earnest Money Deposit and will be used by Seller in the construction of the Additional Improvements. The Building Deposit shall be paid to the Seller by cash or immediately available funds such as official bank check or wire transfer no later than the first banking day following the end of the Due Diligence Period and will be credited to the purchase price at Settlement. The Building Deposit shall be refundable only in the event of a material breach of the Contract by Seller, the nonfulfillment of the condition set forth in Paragraph 11 of the Contract, or if the Contract is terminated under Paragraph 12. Should the Buyer fail to deliver the Building Deposit in accordance with the terms of this subparagraph, Buyer shall have one (1) banking day after written notice to deliver the Building Deposit to Seller. In the event Buyer does not timely deliver the Building Deposit, Seller shall have the right to terminate this Contract upon written notice to Buyer. Seller and Buyer agree that the "Acknowledgment Of Receipt Of Building Deposit" section below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

**WARNING:** In determining whether and how much Building Deposit Buyer is willing to pay, Buyer should carefully consider that even though Buyer may be legally entitled to a refund of the Building Deposit in the event of a material breach of this Contract by Seller, actual recovery of the Building Deposit may be difficult, time-consuming and/or costly if Seller is unable or unwilling to voluntarily refund the Building Deposit.

6. **WARRANTIES.**

(a) **Limited Warranty Of Construction.** Unless otherwise provided for herein, Seller, and General Contractor jointly and severally with Seller, hereby warrant(s) that, for a period of one (1) year from the date of Closing or the date Buyer occupies the Dwelling, whichever comes first, Seller and General Contractor will make all necessary repairs and corrections to the Dwelling, either interior or exterior, structural or nonstructural, that shall become necessary by reason of faulty construction, labor or materials or non-conformity of construction to the Plans and Specifications. At Seller's sole option, Seller and General Contractor may either (i) make such repairs and corrections, (ii) replace any faulty or non-conforming item or condition or (iii) pay to Buyer the reasonable cost of such repair, correction or replacement. This limited warranty: (1) is for the benefit of Buyer only and may not be assigned nor shall it inure to the benefit of any other person or entity, and (2) shall survive Closing and the delivery of the deed. This limited warranty is in addition to and not in lieu of any warranty implied by law and Seller and General Contractor agree they are in the business of building and selling such dwellings.

.If checked, the foregoing Limited Warranty shall not apply and is replaced by the attached written warranty from Seller.

(b) **Warranties Of Components.** Seller and/or General Contractor shall assign and deliver to Buyer at Settlement all guarantees and warranties of all components comprising the Dwelling to the extent the same are assignable. Buyer shall be responsible for compliance with any notice and claim procedures set forth therein. The warranty under Paragraph 6(a) shall not extend to any such component expressly guaranteed or warranted by the manufacturer.

Buyer initials 

Seller initials \_\_\_\_\_

7. INSULATION OF HOUSE:

	WALLS	CEILINGS	FLOORS
TYPE			
THICKNESS			
R-VALUE			

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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

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

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

DocuSigned by:  
Buyer: Zoltan Felso  
Zoltan Felso  
7C527D4E636D4BB...

Seller: \_\_\_\_\_  
**City of Concord, a NC municipal corporation**

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

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

DocuSigned by:  
Buyer: Hannah Felso  
Hannah Felso  
2B30B155C636E...

Seller: \_\_\_\_\_

Entity Buyer:

Entity Seller:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

City of Concord, a NC municipal corp.  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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

Name: \_\_\_\_\_  
Print Name

Name: Lloyd Wm. Payne, Jr.  
Print Name

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

Title: City Manager

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

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

General Contractor (to be executed only when Seller is not the General Contractor):

General Contractor hereby joins in the execution of this Agreement for the sole and limited purpose of agreeing to remain jointly and severally liable with the Seller for the warranty obligations set forth in Paragraph 6 of this Contract.

Name of General Contractor: \_\_\_\_\_

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

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

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

**ACKNOWLEDGMENT OF RECEIPT OF BUILDING DEPOSIT**

Seller: City of Concord, a NC municipal corporation ("Seller")

Buyer: Zoltan Felso, Hannah Felso ("Buyer")

Property Address: 528 Allison Street NW, Concord, 28025 ("Property")

**SELLER ACKNOWLEDGMENT OF RECEIPT OF BUILDING DEPOSIT**

Paragraph 5(b) of the New Construction Addendum (Form 2A3-T) between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Building Deposit in the amount of \$ \_\_\_\_\_, receipt of which Seller Hereby acknowledges.

**Individual Seller(s):**

Seller: \_\_\_\_\_  
(Signature)

**City of Concord, a NC municipal corporation**

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

Seller: \_\_\_\_\_  
(Signature)

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

**Entity Seller:**

Name: City of Concord, a NC municipal corp.  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

Name: Lloyd Wm. Payne, Jr.

Title: City Manager

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



February 21, 2020

Zoltan Felso  
241 Rustwood Drive  
Mooresville, NC 28117

RE: Pre-Approval for #110820109657

Dear Zoltan Felso and Hannah Felso,

Congratulations! We are pleased to notify you that your application for a mortgage has been reviewed by an Underwriter and is **PRE-APPROVED**. This pre-approval is valid until 06/17/2020 with the following loan terms:

Loan type:	Conventional
Purchase Price:	\$ 127,000.00
Down Payment:	10.000 %
Total Loan Amount:	\$ 114,300.00
Interest Rate / APR:	3.875% / 4.213%
Term:	360 months
Principal and Interest Payment:	\$ 537.48
Total Payment:*	\$ 717.11

*\*Including Estimated Insurance, Taxes, MI, and HOA fee, if any*

We have based this **PRELIMINARY LOAN APPROVAL** on the information that you have supplied to us along with a credit report, and is subject to the following conditions:

- No material changes in the information contained in the loan application or as it relates to income, credit, closing costs and document assets.
- Signed Offer and Acceptance, Satisfactory Purchase Contract, Escrow Instructions, Preliminary Title Report and if necessary, Project Approval.
- Satisfactory Appraisal reviewed by an underwriter reflecting adequate value to support the loan amount and down payment requirements.
- All necessary disclosures and 4506T together with Borrowers Authorization to be signed.
- Interest Rates are subject to daily change without notice and may affect the loan amount for which you qualify.

Should you have any question or need any additional information please feel free to reach me at 704-916-7700.

Sincerely,

Terri Presutti  
Mortgage Consultant, NMLS #659115  
Phone: 704-916-7700  
Email: terri.presutti@onqfinancial.com  
On Q Financial, Inc.  
1028 Lee Ann Dr #216  
Concord, NC 28025



# Seller Affidavit

I, the undersigned, as a participant in the sales transaction for a Mortgage Loan and/or Mortgage Credit Certificate (MCC) being submitted by Zoltan Felso and wife, Hannah Felso (Borrower's name), which may be approved or issued by the North Carolina Housing Finance Agency (NCHFA) in connection with the Borrower's purchase from the undersigned of a single-family property ("Residence"), state the following:

- 1. I certify that I am the legally authorized Seller of the Residence.
- 2. I certify that the Residence being purchased is a single-family residence located in North Carolina at this address: (check the statement that applies below):
  - The Residence is new, never occupied, **OR**
  - The Residence is an existing, previously occupied residence.

Address 528 Allison Street City Concord  
 County Cabarrus Zip Code 28025

- 3. The contract sales price of the Residence is \$ 127,500.00 (**required**). The total contract sales price includes the cost of the land on which the Residence is located and all other costs of the completed Residence. In making this certification:
  - (a) The Residence is either an existing dwelling or is a new dwelling constructed on land owned by a person other than Borrower prior to construction, and such land is being sold to the Borrower are part of the contract sales price. If new construction, the contract price should include the construction cost, excluding the value of the Borrower's and the Borrower's family's labor, plus the value of the land. The appraised value of the land should be used if the land has been received by the Borrower as a gift.
  - (b) Any other amounts paid to me **and not disclosed** in the contract sales price (such as money for extra work, allowance overages, or reimbursement of any seller-paid points not disclosed in the contract sales price) or paid to a person related to me or for the benefit of me, by the Borrower or a person related to or acting on behalf of the Borrower, which is \$                     .
  - (c) The contract sales price includes the cost of any labor or materials needed to complete the Residence for habitation.
  - (d) The Residence is not subject to ground rent as a leasehold, land trust, or similarly held property.
  - (e) I certify that the total cost of acquiring the property ("Residence") as a fully completed residential unit **does NOT exceed \$275,000**. No side arrangement or agreement, either verbal or written, is presently contemplated for the completion of the Residence or an addition to the Residence, unless the estimated cost of the completion and/or addition is included in the acquisition cost.

- 4. I understand that this affidavit will be relied on for determining Borrower's eligibility for a Mortgage Loan and/or Mortgage Credit Certificate (MCC).
- 5. I certify that the price of the residence with respect to which the Mortgage Loan and/or MCC was issued is no higher than it would be without the use of the Mortgage Loan and/or MCC.
- 6. I acknowledge and understand that this affidavit is being made under penalties of perjury and will be relied on for purposes of determining the Borrower's eligibility for a Mortgage Loan and/or MCC. **Fraudulent Statements** - Any fraudulent statement will result in (i) the revocation of my MCC, and (ii) a \$10,000 penalty under Section 6709 of the Internal Revenue Code. **Material Misstatements due to Negligence** - Any material misstatement due to negligence on my part will result in a monetary penalty under Section 6709(a) of the Internal Revenue Code. **Other Remedies** - In addition, any material misstatement due to negligence or misstatement due to fraud that is discovered before the issuance of a MCC and/or Mortgage Loan will result in denial of the application. If a MCC has been issued prior to the discovery of a fraudulent statement, then any MCC issued will automatically become null and void without any need for further action by NCHFA.

	X	N/A
Date	Signature of Seller	Signature of Seller(s)
	<u>Lloyd Wm. Payne, Jr., City Manager</u>	<u>N/A</u>
	Title, if applicable	Title, if applicable

Company Name (Seller) City of Concord, a NC municipal corporation (if applicable)



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

Note to Purchasers

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

Property Address: 528 Allison Street NW, Concord, 28025

Owner's Name(s): \_\_\_\_\_

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

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

Purchaser Signature: Zoltan Felso Date \_\_\_\_\_

Purchaser Signature: Hannah Felso Date \_\_\_\_\_

REC 4.25  
1/1/15



**CONFIRMATION OF COMPENSATION**

See Guidelines (Standard Form 770G) on proper use of this form.

Property Address: 528 Allison Street NW, Concord, 28025 ("Property")

Buyer or  Seller: City of Concord, a North Carolina municipal corporation ("Client")

Real Estate Firm: Rooftop Realty ("Firm")

1. **Disclosure.** A real estate firm is required by law to timely disclose to their client the receipt of (or promise or expectation of receiving) any compensation, incentive, bonus, rebate and/or other valuable consideration of more than nominal value ("Compensation") from any other party or person in a real estate sales transaction and confirm such disclosure in writing before making or accepting any offer.

2. **Confirmation.** Firm hereby confirms that in connection with the sale or purchase of the Property, Firm expects to receive the following Compensation (check all applicable boxes):

Monetary: \$ 3,825.00 or 3.000 percent of sales price of Property received/to be received from City of Concord, as the Seller

Non-monetary: (describe) \_\_\_\_\_ received/to be received from \_\_\_\_\_ estimated value: \$ \_\_\_\_\_

Other: \_\_\_\_\_

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Firm Rooftop Realty  
Real Estate Firm Name  
By: [Signature] Date: 2/23/2020  
Individual agent signature  
Ellen C. Thomas

**ACKNOWLEDGEMENT BY CLIENT**

Client hereby acknowledges receipt of a completed copy of this form.

Client: [Signature] Date: 2/23/2020  
DocuSigned by: Zoltan Felso  
20067951939466...

Client: [Signature] Date: 2/23/2020  
DocuSigned by: Hannah Felso  
20067951939466...

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

Entity Client: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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



**I. PURPOSE**

- A. The economic welfare of the City is directly linked to the vitality, diversity and success of its businesses and industries. The purpose of the DOWNTOWN MUNICIPAL SERVICE DISTRICT ECONOMIC DEVELOPMENT GRANT PROGRAM is to stimulate development of new businesses and expansion of existing businesses. It is intended that the City will experience a positive economic benefit associated with each project.
- B. Increasing and diversifying the local property tax base are the primary intentions of the DOWNTOWN MUNICIPAL SERVICE DISTRICT ECONOMIC DEVELOPMENT GRANT PROGRAM, however, other factors may be considered in authorizing a grant to any specific project. These may include but are not limited to:
- The type of business for diversification of the City's economic base;
  - The size and scope of the project based upon investment in site development, facilities, buildings and other business infrastructure inclusive of technology;
  - The diversity, quality and quantity of jobs created by a project and the availability of labor;
  - The relationship between workforce development and total project investment;
  - The potential for future expansion of investment and employment;
  - Site specific issues impacting upon public infrastructure;
  - Actions that if pursued, stimulate development in areas of the City deemed beneficial;
  - The ratio of investment in real versus personal property assets; and
  - The environmental impact of the project.
- C. Economic conditions, legal issues or other factors may cause the City Council to modify, amend, suspend or even terminate the DOWNTOWN MUNICIPAL SERVICE DISTRICT ECONOMIC DEVELOPMENT GRANT PROGRAM subject to the continuance of contracted grants previously awarded and in effect at that time.
- D. The Downtown Municipal Service District is the most significant mixed-use area within the Center City of Concord (See Downtown MSD Map). Characterized by three key cross streets, Union Street, Church Street and Cabarrus Avenue, the Downtown Municipal Service District is the hub for neighborhoods, commercial centers and government offices for the City and County. While the downtown is an integral part of the City's sustainability and

economic growth, its future is dependent upon the strength, vitality and growth of businesses and residences within the district.

## II. PROJECT CATEGORIES AND ELIGIBILITY

A. Eligible and Ineligible Uses - Consideration will be given to the type of development undertaken. Eligible uses include, but are not limited to office buildings, retail facilities and residential dwellings. Mixed-use projects are eligible. Residential projects are eligible, subject to zoning restrictions, and must include a minimum of two (2) contiguous units. Certain land, or property uses are ineligible for grant consideration. The following uses as defined in the Unified Development Ordinance and the City Code are specifically excluded:

- any 501C non-profit owned building;
- auto body repair/painting shops;
- automotive wrecker services;
- bail bonding, or bonds person's services;
- body piercing establishment;
- car washes;
- cemeteries;
- check cashing services;
- churches;
- drug stores with drive-thru services\*\*;
- flea markets;
- fortune teller (divination and palmistry);
- gas stations;
- mini-warehouses;
- mobile home sales;
- motor vehicle sales or rentals;
- multi-family housing, except when included in a mixed-use development;
- pawn shops;
- pool or billiard hall/parlors;
- private clubs;
- public owned facilities;
- restaurants with drive-thru services\*\*;
- sexually-oriented businesses;
- single-family homes;
- surface parking lots/outdoor storage facilities;
- tattoo parlors;
- telecommunications towers; and
- other uses as defined by the City Council.

\*\*Note – Drug stores and restaurants with a drive-thru may be considered as part of a larger mixed-use project.

B. Grant Categories - In the Downtown Municipal Service District, new or renovated commercial and mixed-use developments are eligible for a Downtown Municipal Service District Economic Development Grant based upon the increase in assessed real property value generated by the project, as determined by the Cabarrus County Tax Assessor. Other provisions allow a one-time infrastructure grant.

1. Downtown MSD Economic Development Grant

- a. minimum capital investment of \$100,000
- b. grant equivalent to 85% of real and personal property tax paid
- c. grant award period of three (3) consecutive years
- d. beginning date for grant calculations is the date of useful occupancy and/or production startup
- e. grant amounts calculated based upon the increase in assessed real and personal property value generated by the project, as determined by the County Tax Assessor
- f. grantees may be owners, or lessees, provided that lessees shall have a minimum lease term of five years

2. Level 1 Infrastructure Grant

- a. one-time only
- b. reimbursement for actual infrastructure cost
- c. maximum grant amount of \$2,500
- d. minimum capital investment of \$100,000 for project in Downtown MSD
- e. project eligible for Downtown ED Grant would be eligible for a Level 1 Infrastructure Grant and may combine the two
- f. projects outside the Center City and Downtown may not combine a Level 1 Infrastructure Grant with an ED Grant
- g. infrastructure grant terms may also be negotiated on a case-by-case basis
- h. eligible infrastructure improvements include, but are not limited to curb & gutter, streets, sidewalks, water lines, sanitary sewer lines, storm drainage facilities, fire hydrants, electric lines (includes transformers, switch gear and related facilities), and traffic signalization.

3. Level 2 Infrastructure Grant

- a. one-time only
- b. actual cost of infrastructure
- c. maximum grant amount negotiated on a case-by-case basis with consideration given to whether the infrastructure will serve other properties and what cost recovery may be associated with them
- d. grantee shall donate easements, or rights-of-way required on its property
- e. minimum capital investment of \$1.5 million
- f. Level 2 Infrastructure Grant may not be combined with a Center City Economic Development Grant

- g. cost recovery must be demonstrated through ad valorem taxes generated by the project that are to be paid to the City over a period not to exceed seven years from the date of approval
- h. infrastructure grant terms may be negotiated on a case-by-case basis
- i. eligible infrastructure improvements include, but are not limited to curb & gutter, streets, sidewalks, water lines, sanitary sewer lines, storm drainage facilities, fire hydrants, electric lines (includes transformers, switch gear and related facilities), and traffic signalization.

### III. PROGRAM PROVISIONS

- A. These criteria serve as guidelines in project evaluations. They may be expanded upon or added to for a specific project and incorporated in the terms of the formalized grant award agreement. All Economic Development Grants are awarded solely at the discretion of City Council.
- B. Each project will be considered on an individual basis using these guidelines and other directives established by the City of Concord. These guidelines are subject to change.
- C. Projects considered under these guidelines shall be viewed independently of any project previously considered, awarded or rejected by the City.
- D. All incentives are offered by the City Council following notice and a public hearing. City Council will determine the length of time each incentive will be offered.
- E. Estimated real and personal property tax base created by a project, business spin-offs, as well as other factors will be used in determining whether a project merits consideration.
- F. Projects receiving grants shall meet high quality building design standards and incorporate exit strategies so that buildings can accommodate multiple uses without significant structural changes in order to sustain their value to the community when the initial use of the facilities changes.
- G. The beginning date of the grant award period shall be flexible in order to accommodate construction and production start-up time, but shall be completed not later than seven years after the date of the City Council vote to approve the grant. An extension to these limits may be granted, based upon specific project related issues, but is not guaranteed or required. Grant agreements shall terminate seven years after the date of the City Council vote to approve the grant, or upon issuance of the final grant payment by the City, whichever occurs first. After such termination, grant agreements will be null and void, and the parties to the Agreement will have no other obligations from one to the other thereafter, except as specifically noted in the Agreement.

- H. Prior to approval of a grant request, calculations of the estimated project grant award shall be based upon estimates of anticipated new property tax revenues the City could expect to receive from a specific project, excluding revenues generated by a Municipal Service District or special assessment. Following approval of a grant request and completion of the respective project as evidenced by the issuance of a Certificate of Occupancy by the Cabarrus County Building Inspections office and useful occupancy of the new facilities, the amount of the annual grant award shall be based upon the increase in value determined by the Cabarrus County Tax Assessor. Unreported, or underreported assets discovered after the payment of taxes shall not be eligible for inclusion in the annual grant award for the respective year.
- I. The annual grant award due to the grantee shall be requested by the grantee following payment of ad valorem taxes on the approved finished project and will be paid by the City, on or before April 15 each year during the grant period, provided that the requirements of Section H above are met. In no case shall an annual grant payment be issued unless the new, or expanded business is in operation. Failure on the part of the Grantee to request all grant payments from the City prior to the expiration of the grant agreement period shall result in the forfeiture of the remaining grant payments.
- J. During the grant award period, the grantee shall remain current with all real and personal property taxes assessed, along with other fees, taxes, utility bills or other assessments levied by the grantors to remain eligible for the grant. The grantee shall be in compliance with all City codes and ordinances. The grantee shall not be in bankruptcy. Failure to meet these requirements will result in termination of the grant award.
- K. Grants are not transferable and may not be otherwise conveyed to another party without the specific consent of the grantors.
- L. Grantees are required to maintain and provide evidence that the average wages paid meet or exceed the existing average wage rate for positions of similar employment within the local workforce during the grant period.
- M. The grantee shall provide detailed reports to the City during the grant period to ensure compliance with the terms, conditions and other specific requirements of the grant award agreement. Such information shall remain confidential. Failure of the grantee to provide required documentation shall cause termination of grant.
- N. The grantee shall provide documentation in support of the fact that the City's ECONOMIC DEVELOPMENT GRANT PROGRAM is an important factor in its decision to locate or expand facilities in the City of Concord.

- O. It is hereby declared to be the intent of the City of Concord that the provisions of this Program shall be severable. If any provision is declared invalid by a court of competent jurisdiction, it is hereby declared to be the legislative intent that the effect of such decision shall be limited to that provision or provisions which are expressly stated in the decision to be invalid; and such decision shall not affect, impair, or nullify this Program as a whole or any other part thereof, but the rest of the Program shall continue in full force and effect.

#### IV. GRANT APPROVAL PROCEDURE

- A. Grant Request – Prior to initiating a project for which a grant application is proposed, the grant applicant shall submit a request for a grant to the Director of Business & Neighborhood Services which shall state that the City's ECONOMIC DEVELOPMENT GRANT PROGRAM is an important factor in its decision to locate or expand facilities in the City of Concord.
- B. Acceptance – City Council shall consider acceptance of the grant request. If it is accepted, the applicant may proceed to the next step.
- C. Public Hearing – City Council shall conduct a public hearing on the Development Grant application to inform the public of the incentive grant request and invite comments. The City shall have a notice published of the public hearing at least 10 days before the hearing is held. The notice shall describe the project, and City Council's intention to consider approval of the Development Grant request.
- D. Offer of Contract – The City Council shall approve grants by offering the applicant a contract. Offers not accepted are deemed rejected by the applicant. Unless otherwise adopted and approved by the City Council, incentives are offered for 90 days from the date of approval of the specific offer of an incentive grant by the City Council. Acceptance is the execution of a development grant contract between the City and the applicant.
- E. Construction – Construction according to approved plans shall be required.
- F. Assessment – The value of the subject property following the completion of construction and issuance of a Certificate of Occupancy by the Cabarrus County Building Inspections office shall be established by the Cabarrus County Tax Assessor. The actual increase in post-construction assessed value over pre-construction assessed value shall equal, or exceed the estimated increase specified in the contract. Failure to meet, or exceed the minimum investment requirement for an Economic Development Grant shall render the grant null and void. In the event that the actual increase meets, or exceeds the minimum investment requirement, but fails to meet the estimated increase specified in the contract, the grant amount shall be reduced in accordance with the actual increase. In the event that the actual increase exceeds the estimated increase

and qualifies for a higher level grant, the grant amount will be adjusted accordingly without further action by the City Council.

**G. The pre-construction assessed value for properties owned by tax exempt entities (e.g. City, County, Non-Profits) at the time of a grant award shall be recognized as zero for the purposes of the grant payment calculation. The Project must still meet the minimum capital investment requirement of the Economic Development Agreement calculated based on the increase from the actual pre-construction assessed value.**

H. Reduction and Recapture of Incentives – Each economic development agreement entered into between a private enterprise and the City shall clearly state their respective responsibilities under the agreement. Each agreement shall contain provisions regarding remedies for a breach of those responsibilities on the part of the private enterprise. These provisions shall include a provision requiring the recapture of sums appropriated or expended by the City upon the occurrence of events specified in the agreement. Events that would require the City to recapture funds would include a lower capital investment than specified in the agreement, or failing to maintain operations at a specified level for a period of time specified in the agreement.

I. City Council reserves the right to reject any grant application.

J. Any information obtained by the City in connection with an incentive grant request is subject to laws regarding disclosure of public records set forth in NCGS Chapter 132 and subject to laws regarding the protection of trade secrets set forth in Article 24 of NCGS Chapter 66.

# APPLICATION

City of Concord

## Downtown MSD Economic Development Grant Program

### Applicant / Ownership Information

Owner Name		Applicant Name	
Owner Address & Phone		Applicant Address & Phone	
Property Address / Location			
PIN Number			

### Pre-construction Tax Value and Post-construction Estimated Value (Please Attach Appraisal Card from Tax Assessor's Office)

Pre-construction Tax Value	\$
Post-construction Estimated Value	\$

### Proposed Grant and Related Investment (Please Check Appropriate Box)

<input type="checkbox"/> Downtown MSD ED Grant	\$100,000 min. increase in value
<input type="checkbox"/> Level 1 Infrastructure Grant	\$100,000 min. increase in value
<input type="checkbox"/> Level 2 Infrastructure Grant	\$1,500,000 min. increase in value

### Type of Structure (Please Check Appropriate Box)

<input type="checkbox"/> Retail	<input type="checkbox"/> Office	<input type="checkbox"/> Residential	<input type="checkbox"/> Other (describe)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Type of Construction Activity (Please Check Appropriate Box and Insert Square Footage)

<input type="checkbox"/> Renovation / Reuse		square footage of project
<input type="checkbox"/> New Construction		square footage of project
<input type="checkbox"/> Dwelling Units		number of units

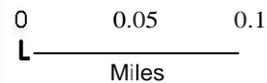
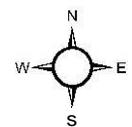
**Below Please Briefly Describe Current Use of the Property and Future Use(s) and Attach Plans and/or Renderings for Project.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_



## Downtown Municipal Service District

Downtown MSD  
Parcels



## **AGREEMENT FOR ENGINEERING SERVICES**

This AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the **City of Concord** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **Union Streetscape Improvements** as generally described in Attachment "A" and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

### **SECTION 1 - GENERAL SERVICES**

#### **The ENGINEER shall:**

- 1.1. The ENGINEER shall, as directed by the OWNER, provide professional engineering and landscape architectural services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2. The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.
- 1.3. The ENGINEER shall obtain and furnish, or cause to be obtained and furnished, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4. The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5. The ENGINEER shall comply with all existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

## **SECTION 2 - BASIC SERVICES**

### **2.1 DESIGN AND PERMITTING PHASE**

- 2.1.1 Coordinate and conduct initial meetings with the OWNER as needed to review the project scope, previously proposed layout, and solicit OWNER concurrence and acceptance.
- 2.1.2 Coordinate and conduct meetings with stakeholder groups as follows:
- City Council in three (3) small group settings (scheduled the same day).
  - Local Business meetings in three (3) small group meetings (scheduled within a one-day period).
  - All day design work session with City Staff
  - Pre-bid final group session with Local Businesses, City Staff and Key Partners.
- 2.1.3 Prepare complete bid documents consisting of contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions and coordination for construction sequencing of the Project.
- 2.1.4 Submit a digital file set of documents to the City for all site improvements for review, approval and attend meetings with the City at the following design stages:
- 30% - Schematic Design Phase
  - 60% - Design Development Phase
  - 90% - Design Development Phase
- 2.1.5 Perform an internal quality control and constructability review of the project.
- 2.1.6 Prepare opinion of probable cost at submittal intervals and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.1.7 Furnish up to two (2) hard copies of the final design documents to the OWNER.
- 2.1.8 Prepare and submit encroachment agreements and supporting documents to NCDOT for approval as necessary.
- 2.1.9 Prepare and submit permit application and supporting documents to the City to obtain the approval for water line replacements, if required.
- 2.1.10 Respond to review agency comments and modify documents as necessary to achieve permit approval.
- 2.1.11 Permitting, coordination, or correspondence with agencies that have jurisdiction over the Project or any portion thereof.

## **2.3 BIDDING AND AWARD PHASE**

- 2.3.1 Attend the pre-bid meeting. Owner will schedule, prepare agenda, and provide meeting minutes from the meeting.
- 2.3.2 Assist the OWNER with answering questions, clarifications during the bidding phase of the project.
- 2.3.3 Assist the OWNER in advertising, receiving, opening and evaluating bids. One advertisement and bid cycle is included in this agreement.

## **2.4 CONSTRUCTION PHASE (NOT IN CONTRACT - TO BE DETERMINED)**

Upon successful completion of the Bidding and Award Phase, ENGINEER shall:

- 2.4.1 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.
- 2.4.2 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2.4.3 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.
- 2.4.4 The total construction contract time is assumed to be (TBD) months. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. Additional CFR time or construction services will involve an increase in the payments to the ENGINEER as Additional Services under Section 3 of this Agreement.
- 2.4.5 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to

the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. However, ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.

2.4.6 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.

2.4.7 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means,

methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- 2.4.8 Assist the OWNER in the selection and coordination of an independent geotechnical and materials testing laboratory, if required, to be provided at the OWNER's expense.
- 2.4.9 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
- 2.4.10 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.4.11 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.4.12 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.4.13 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.4.14 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

- 2.4.15 Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
- 2.4.16 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a pre-final observation site visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, Infrastructure Finance Services, and Contractor.
- 2.4.17 In company with OWNER's representatives, conduct a final observation site visit to determine if the Project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to the Contractor.
- 2.4.18 Provide or make available all Project files and information to effect project closeout.

## **2.5 POST CONSTRUCTION PHASE (NOT IN CONTRACT - TO BE DETERMINED)**

- 2.5.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.
- 2.5.2 Schedule and conduct a one (1) year warranty review with the OWNER and Contractor following the final completion of the project. This warranty review will be conducted during the 11<sup>th</sup> month of operation and will produce a complete listing of findings and required corrections.

## **SECTION 3 - ADDITIONAL SERVICES**

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types, which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The ENGINEER and OWNER agree that time is of the essence in order to meet funding application deadlines. As such, the OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER. Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.2 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Planning Phase.
- 3.3 Additional or extended services during construction made necessary by prolongation of the construction contract, award of multiple contracts, or default by

the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.

- 3.4 Providing site survey, geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.5 Providing traffic signal design and associated approvals.
- 3.6 Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same General Conditions.
- 3.7 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.8 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.
- 3.9 Additional services in connection with administering project funding.
- 3.10 Preparing easement maps or plats.
- 3.11 Stormwater improvements are limited to the project area, improvements extending outside of the project area will be additional services.
- 3.12 Water and sanitary sewer improvements are limited to the project area, improvements extending outside of the project area will be additional services.
- 3.13 Providing additional field survey to develop vertical clearance checks between subsurface utilities.
- 3.14 Preparing plan or profile designs and modifications for sanitary sewer lines beyond those services specifically described in attachment A.

#### **SECTION 4 - OWNERS RESPONSIBILITIES**

##### **The OWNER shall:**

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design, and construction of the Project.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.

- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.7 Be responsible for traffic signal design and obtaining associated approvals.
- 4.8 Obtain and provide any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.9 Provide all site survey information in a digital format necessary for completion of the project.
- 4.10 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.11 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.12 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.13 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Sections 1.3 and 2.2 of this Agreement.
- 4.14 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.15 Bear all costs incident to compliance with the requirements of this Section 4.

#### **SECTION 5 - PERIOD OF SERVICES**

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

#### **SECTION 6 - PAYMENT TO THE ENGINEER**

**6.1 PAYMENT FOR BASIC SERVICES**

6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following fees, inclusive of all reimbursable expenditures.

<b>Design and Permitting Phase Services</b>	<b>\$495,000.00 (Lump Sum)</b>
<b>Bidding, and Award Phase Services</b>	<b>\$10,000.00 (Maximum not to Exceed)</b>
<b>Construction Phase Services</b>	<b>To Be Determined</b>
<b>Post Construction Phase Services</b>	<b>Hourly Basis</b>

**6.2 PAYMENT FOR ADDITIONAL SERVICES**

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER’s standard rate and fee schedule Attachment “C”, which is subject to update on an annual basis.

**6.3 TIMES OF PAYMENT**

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for services rendered under this Agreement.

**6.4 GENERAL**

6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty (60) days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for unpaid reimbursable expenses.

6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

**SECTION 7 - GENERAL CONDITIONS**

**7.1 TERMINATION**

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of fifteen (15) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

## **7.2 OWNERSHIP OF DOCUMENTS**

- 7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. After the ENGINEER has been paid in full, the OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER, which permission shall not be unreasonably withheld, and shall entitle him to further reasonable compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

## **7.3 OPINIONS OF PROBABLE COSTS**

- 7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.
- 7.3.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

## **7.4 INSURANCE AND CLAIMS**

- 7.4.1 The ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Such insurance shall be provided by Insurer(s) satisfactory to the OWNER, and evidence of such insurance in the form of an industry-standard ACORD Certificate of Insurance satisfactory to the OWNER shall be delivered to the OWNER on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall require that the OWNER be given written notice at least thirty (30) days in advance of any modification or termination of any insurance coverage.
- 7.4.2 AUTOMOBILE LIABILITY – Bodily injury and property damage liability insurance shall be carried covering all owned, non-owned, and hired automobiles for a limit of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence.
- 7.4.3 COMMERCIAL GENERAL LIABILITY – Bodily injury and property damage liability shall be carried to protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$2,000,000. This insurance shall include coverage for product / completed operations liability, personal and advertising injury liability, and contractual liability.
- 7.4.4 PROFESSIONAL LIABILITY – Insuring against professional negligence / errors and omissions on a claims-made basis with policy limits of \$2,000,000 per claim / \$2,000,000 annual aggregate.
- 7.4.5 WORKERS' COMPENSATION – Workers' Compensation Insurance coverage shall be carried meeting the statutory requirements of the State of North Carolina, even if the ENGINEER is not required by law to maintain such insurance. Said Workers' Compensation Insurance coverage shall have at least the following limits of Employer's Liability coverage - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.
- 7.4.6 EXCESS / UMBRELLA LIABILITY – Excess or Umbrella Liability coverage shall be carried providing coverage above the above stated limits of Automobile Liability, Commercial General Liability, and Workers' Compensation (Employer's Liability) in an amount of not less than \$3,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$3,000,000.
- 7.4.7 ENGINEER's total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and sub-consultants, to the OWNER and to anyone claiming by, through, or under OWNER for any

and all claims, losses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, this Agreement, or ENGINEER's performance, from any cause including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity, shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of claims under the terms and conditions of ENGINEER's insurance policies applicable thereto.

## **7.5 SUCCESSORS AND ASSIGNS**

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

## **7.6 INDEMNIFICATION**

OWNER agrees to indemnify, defend and hold ENGINEER, its owners, agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" and any Additional Services or from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER.

**7.6 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

**McGILL ASSOCIATES, P.A.**

By: \_\_\_\_\_  
Douglas Chapman, PE  
Principal – Hickory Office Manager

**CITY OF CONCORD**

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

By: \_\_\_\_\_  
Lloyd Payne,  
City Manager

**PRE-AUDIT CERTIFICATION:**

**THIS INSTRUMENT** has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: \_\_\_\_\_  
Pam Hinson, Finance  
City of Concord

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
VaLerie Kolczynski  
City Attorney

**ATTACHMENT “A”**  
**PROJECT UNDERSTANDING**  
**UNION STREETScape PROJECT**

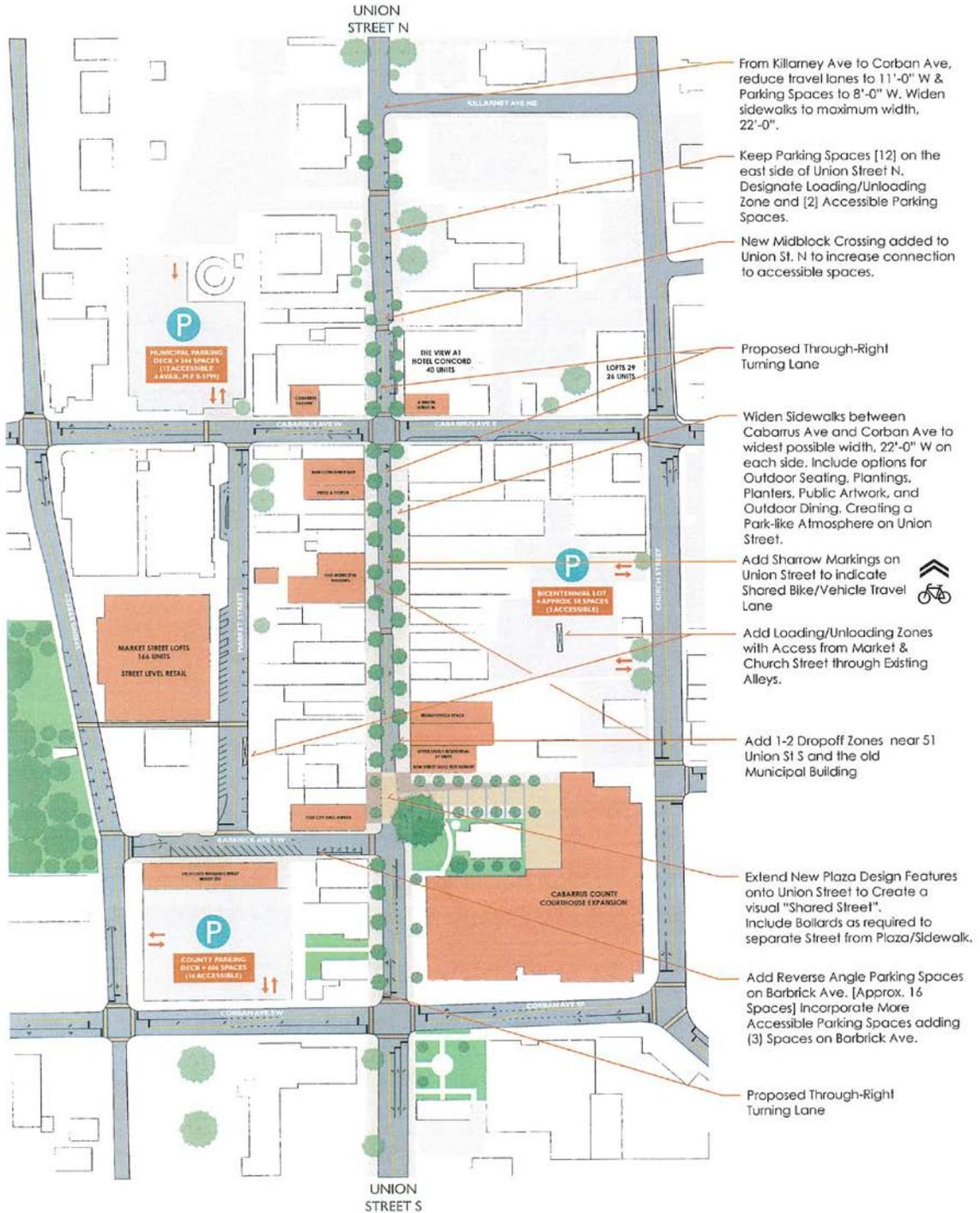
The City of Concord has approved a Union Streetscape Conceptual Plan to enhance the downtown core with improved public spaces for businesses, visitors, and residents. The proposed scope of work includes streetscape improvements along the following street segments and project areas (See Attachment B) as illustrated by the Union Streetscape Conceptual Design:

- Streetscape Improvements along Union Street from Killarney Avenue NE to Corban Avenue SE consisting of replacement and widening of sidewalks, design roadway to function with sidewalk extensions, parking reconfiguration, decorative pavers, street trees, landscape areas, planters, seat walls, irrigation system, soil cell systems, street furnishings, public plaza, roadway striping, storm drainage, and ADA accessibility improvements.
- Sidewalk Improvements along Union Street from Corban Avenue SE to Foard Avenue consisting of new sidewalk, street light replacement improvements.
- Streetscape Improvements on Barbrick Avenue SW from Spring Street to Union Street consisting of repaving and striping for reverse angle parking.
- Utility Improvements on Union Street and connections to adjoining streets consisting of replacement of existing water lines and modifications of existing sanitary sewer system services to remain that are affected by the streetscape improvements. Scope of design as described below:
  - a. Abandonment of existing water mains with marked demolition as necessary.
  - b. Abandonment of one (1) of two (2) sanitary sewer lines and its associated manholes.
  - c. Design of proposed water distribution main, new water service connections, re-connections of existing services to the new water distribution main.
  - d. Design of proposed transfer of sewer service lines from abandoned sanitary sewer line to remaining existing sanitary sewer line.
  - e. Design of point repairs and adjustments to remaining existing sanitary sewer line which may be required by other proposed site or utility improvements.
  - f. Design of the re-connection of all main water lines to adjacent networked main water lines at the boundaries of the proposed project area (as required).
  - g. Assist the Owner in preparing, submitting and acquiring regulatory approval from the City of Concord as required.
- Electrical Improvements along Union Street from Killarney Avenue NE to Corban Avenue SE consisting of placement of new transformer/panel boards,

24 new smart light poles to include up to five (5) push blue lights, up to three (3) LED banners, top and bottom GFCI receptacles, tree and accent lighting, and power supply for irrigation controller. The City's electrical department will set and own the transformer. McGill will provide electrical loading in order for the City to size the transformer.

# ATTACHMENT "B"

## UNION STREETScape CONCEPTUAL DESIGN 22 FOOT SIDEWALK (APPROVED OPTION)



**ATTACHMENT “C”  
STANDARD HOURLY RATE AND FEE SCHEDULE**

**JANUARY 2020**

<b>PROFESSIONAL FEES</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
Senior Principal	\$245			
Principal – Regional Manager – Director	\$195	\$210	\$220	\$225
Practice Area Lead	\$165	\$175	\$200	\$215
Senior Project Manager	\$185	\$195	\$205	\$210
Project Manager	\$165	\$180	\$185	\$190
Project Engineer	\$120	\$130	\$150	\$155
Engineering Associate	\$100	\$105	\$115	\$120
Planner- Consultant – Designer	\$105	\$120	\$140	\$155
Engineering Technician	\$95	\$110	\$120	\$125
CAD Operator – GIS Analyst	\$85	\$90	\$100	\$105
Construction Services Manager	\$135	\$150	\$160	\$165
Construction Administrator	\$100	\$115	\$125	\$130
Construction Field Representative	\$90	\$95	\$100	\$105
Environmental Specialist	\$90	\$100	\$105	\$110
Surveyor	\$95	\$100	\$105	\$110
Surveying Associate	\$75	\$80	\$85	\$90
Survey Technician	\$80	\$85	\$90	\$95
Survey Field Technician	\$65	\$70	\$75	\$80
Administrative Assistant	\$70	\$75	\$80	\$85

**1. EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

**2. ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.



## 2020 Federal Agenda

**Mayor**  
William C. Dusch

**Council Member, District 4**  
JC McKenzie

**Council Member, District 1**  
Andy Langford

**Council Member, District 5**  
Terry Crawford

**Council Member, District 2**  
W. Brian King

**Council Member, District 6**  
Jennifer Parsley

**Council Member, District 3**  
Ella Mae Small

**Council Member, District 7**  
John Sweat, Jr.

Prepared in coordination with The Ferguson Group, LLC

---

35 CABARRUS AVE. W  
CONCORD, NC 28025  
(704) 920-5215

# 2020 Federal Priorities

<b>Transportation</b>	<b>Action Item:</b>
<b>Concord-Padgett Regional Airport</b>	<p>Ensure projects that are included on FAA's Work Plan maintain priority and funding.</p> <p>Support full funding for the contract tower program in FY 2021 budget and appropriations.</p> <p>Support contract tower staffing/annuity bill to address growing shortage in qualified air traffic controllers at federal contract towers.</p> <p>Ensure FAA's AIP funds can be used for remote tower operations.</p> <p>Highlight the need to prioritize non-hub airports, which do not collect passenger facility charges (PFCs) yet need to maintain commercial service.</p> <p>Work with TSA to become an approved gateway airport and participating Fixed Based Operator in the TSA's DCA Access Standard Security Program into Washington Reagan National Airport.</p>
<b>Rider Transit</b>	<p>Support increased funding for FTA programs in FAST Act reauthorization and annual appropriations.</p> <p>Support efforts to secure discretionary funding for system needs, including a new bus facility and funds to implement the City's long-range transportation plan.</p> <p>Assess and support transit options around the light rail, Concord Mills, the speedway, and the airport.</p> <p>Maintain special operations cap (100 bus rule) in FAST Act reauthorization.</p> <p>Pursue change to federal policy that does not allow FTA funds to be used to purchase buses from the General Services Administration; doing so would streamline procurement.</p>
<b>Additional Transportation Priorities</b>	<p>Support continued funding for DOT's Congestion Mitigation and Air Quality Program, which is used for the City's intersection projects.</p> <p>Explore opportunities to address sidewalk gaps using federal Transportation Alternatives Program (TAP) and Safe Routes to School funds.</p>

<b>Energy and Environment</b>	
	<b>Action Item:</b>
<b>Water Infrastructure</b>	<p>Monitor federal funding options for infrastructure projects, such as sewer and waterline rehabilitation/replacement, water treatment upgrades to meet new treatment standards, and storm water treatment facility construction.</p> <p>Monitor and report on EPA/Corps' proposed rule on "Waters of the U.S."</p> <p>Monitor and report on EPA's Lead and Copper Rule revisions.</p>
<b>Brownfields</b>	Review potential brownfield locations and monitor EPA funding opportunities.

<b>Public Safety</b>	
	<b>Action Item:</b>
<b>Concord Police Department</b>	<p>Monitor funding opportunities for various law enforcement technology (skytower, mobile field force equipment) and hiring needs.</p> <p>Explore opportunities to secure funds from the Republican National Convention for the 2020 Convention in Charlotte.</p> <p>Monitor funding opportunities to help support the Public Safety Complex, including the indoor firearms range, firearms simulator, and burn tower.</p>
<b>Concord Fire Department</b>	<p>Pursue federal assistance for department needs through FEMA's SAFER Grant Program and Fire Prevention and Safety Grant Program.</p> <p>Support firefighter cancer registry and other health and wellness legislation.</p>

<b>Housing</b>	
	<b>Action Item:</b>
<b>Housing Department</b>	<p>Pursue federal assistance for department needs, including funds from the following HUD programs: FSS Services Coordinator Grant, Resident Opportunity and Self Sufficiency Program, Emergency Safety and Security Grant, Lead-Based Paint Capital Fund Program, Mainstream Voucher Program, Family Unification Program through the Housing Choice Voucher Program, Project Safe Neighborhood, and Good Neighbor Next Door.</p> <p>Support HUD VASH Program and continued efforts to secure VASH vouchers working with the VA hospital in Salisbury.</p>

<b>Parks and Recreation</b>	<b>Action Item:</b>
<b>Future Park Sites</b>	<p>Pursue federal assistance to secure land for future park site.</p> <p>Support permanent authorization of Land and Water Conservation Fund.</p>
<b>Open Space and Connectivity Plan</b>	<p>Pursue federal assistance to implement parts of the City's Open Space and Connectivity Plan.</p>
<b>Greenways</b>	<p>Pursue federal assistance for greenway system, including Irish Buffalo Creek and Hector Henry Greenway.</p> <p>Work with NC Division of Parks and Recreation to secure funds through the Recreational Trails Program, and with the Cabarrus-Rowan MPO to secure transportation enhancement funds.</p>

<b>Other Priorities</b>	<b>Action Item:</b>
<b>Broadband</b>	<p>Monitor and report on legislative and Administrative (FCC) efforts to accelerate broadband deployment and preempt local authority on right of way and land use decisions, as well as fees for pole attachments.</p>
<b>Opportunity Zones</b>	<p>Monitor and report on federal guidance related to the Department of Treasury's Opportunity Zones and how they can be used to expand affordable housing and commercial development.</p>
<b>Financing</b>	<p>Support tax-exempt municipal bonds and advance refunding bonds.</p>
<b>FY 2021 Budget and Appropriations</b>	<p>Support full funding for priority federal programs.</p>



## CITY OF CONCORD 2020 STATE LEGISLATIVE PRIORITIES

**1. “Government closest to the people governs best”** – This adage is often attributed to a founding father, either as a direct quote or as symbolic of a philosophy upon which our nation was founded. The City of Concord (Concord) opposes laws that centralize authority in Raleigh and Washington to undermine the ability of local elected officials, those closest and most accessible to the people, to govern. We urge the General Assembly to use this adage as a yard stick when considering legislation that impacts municipalities and replace local governance with dictates from Raleigh.

**2. Funding and Control of Local Infrastructure** – Concord supports legislation that provides municipalities with the authority to assess the level of fees and charges necessary for the continued growth and economic development in the future.

Concord continues to oppose any effort leading to the forced taking of any local government infrastructure as it sets a dangerous precedent in the State of North Carolina, a precedent that will have a chilling effect on any local government investing in needed infrastructure in the future. Where issues arise, a local solution arrived at by an open, collaborative process is preferable to a legislative directed disposition of local government assets.

**3. Local Government Revenues and Tax Reform**– If there are continued efforts regarding tax reform, Concord requests the General Assembly make sure any changes impacting local government are at least revenue neutral. There are too many infrastructure and customer service needs that are essential for the growth of the economy and jobs to further reduce revenues to municipal governments.

**Concord supports efforts to provide municipalities with additional locally-controlled revenue options.** Changes in revenue options, such as the elimination of business license fees, have narrowed the ability of municipalities to respond to local needs beyond increasing property taxes. Other actions, such as providing homebuilders with tax exemptions on property, have eroded the property tax base. More local revenue options are needed to reflect the differences within municipalities across the State to order to provide the flexibility to meet those needs and to replace lost revenues.

**Concord continues to oppose efforts to divert local and State revenues from urban counties and supports open dialogue to develop creative ways to help those areas in**

**North Carolina with declining tax bases.** Concord urges the General Assembly to develop strategies to promote economic development activity throughout North Carolina rather than trying to divide the State. The idea that you assist areas that may be struggling economically by sending even more of the local revenues generated elsewhere disregards the formulas that already redistribute various types of revenues in North Carolina. Penalizing those areas that have growing economies to the point it undermines their ability to pay for basic services and infrastructure to support that growth and address issues of urban poverty within their own borders. It will also eventually compromise other State revenues benefiting from that growth, ultimately leading to reductions in State revenue sources. At the same time, Concord pledges to work with other local governments and State representatives to develop strategies to target improvements in those areas that are not growing and have specific needs.

Finally, Concord **opposes any legislation imposing mandated requirements** on municipalities unless full funding or adequate new revenue sources are provided for implementation.

**4. Economic Development** – Concord urges continued support and expansion of State economic development funding to spur job creation and revenue in low growth areas as well as parts of the state where growth is already helping to produce jobs and revenues to support State services used by all.

**5. Planning and Providing Services for Urban Growth** – Cities and towns are the economic engines of the state and should be permitted to grow in an orderly and reasonable fashion that does not diminish the quality of life of current and future residents. All North Carolina citizens have gained greatly from strong and healthy urban areas.

Concord opposes state-wide or local bills that will further undermine local land use authority, such as tools within zoning ordinances, to impact development that is or will become urban in nature.

**6. Surface Transportation** - The current methods of paying for transportation improvements in North Carolina are inadequate to meet future needs. However, it is important that proposed changes in legislation be monitored, local government input be solicited and considered, and that parties work to improve the relationship between the N.C. Department of Transportation and local government.

For example, in the past state officials have discussed shifting more of that responsibility to funding State roads within cities to the respective municipalities. Concord is opposed to this unless adequate funding is provided as this would put an undue burden by forcing localities to increase local taxes to take over this responsibility.

Finally, the gas tax is the North Carolina Department of Transportation's primary source of revenue for building and maintaining our transportation infrastructure across North Carolina and is the source for Powell Bill funding for municipalities. There are millions

of dollars of unmet new construction needs in the State, and we are even more concerned about the State having the funds to take care of our investment in existing infrastructure through ongoing maintenance of our roads. Concord supports efforts to make sure North Carolina has revenue to support the schedule for the Concord related improvements outlined in the STIP and to add critical projects as proposed.

**7. Air Transportation** – Concord encourages the continuation of and growth in funding as airports are vitally important to economic development efforts in our State.

**8. Mental Health Needs and Opioid Abuse** – Concord supports and advocates for Federal, State and local efforts to bolster the State’s mental health treatment resources, including resources and solutions to lessen the strain on law enforcement officers when providing custody of individuals in crisis.

Concord supports and advocates for efforts at the Federal, State and local levels to develop and provide resources to break the cycle of opioid and heroin abuse that is devastating communities throughout the United States.

**9. Collective Bargaining** – Concord opposes any effort to change existing laws impacting public employee collective bargaining in North Carolina.

**10. Provide for annexation of “donut holes”** - In the 2012 annexation reform bill, some legislative leaders intended to allow cities to retain the authority to annex areas completely surrounded by municipal jurisdiction without utilizing the referendum process otherwise required for city-initiated annexations. However, this authority was not preserved in the final version of the bill. Annexation of these areas allows for a continuity of municipal services and eliminates the dangerous confusion between municipalities and the county over responsibility for providing essential services.

**11. 2019 NCLM and Metro Mayors Legislative Agendas** – In addition, the Concord City Council supports those items listed on the agendas of the North Carolina League of Municipalities and the Metro Mayors not covered in the items above.

City of Concord Benefits Recommendation for FY20-21

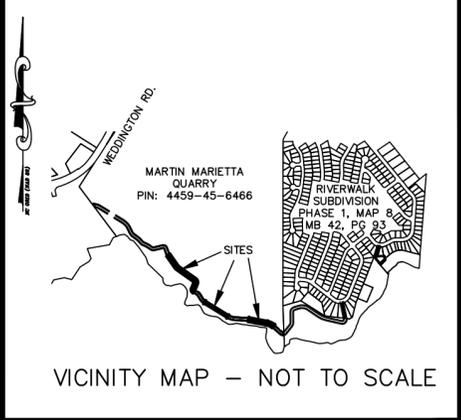
	Semi-Monthly City Contribution		Semi-Monthly Coworker Contribution
<b>NEW Basic Plan (with \$25 semi monthly incentive)</b>			
Coworker only	315.38		5.99
Coworker +Child(ren)	468.46		93.94
Coworker + Spouse	498.51		112.10
Coworker + Family	691.40		176.31
<b>NEW Basic Plan (without incentive)</b>			
Coworker only	290.38		30.99
Coworker + Child(ren)	443.46		118.94
Coworker + Spouse	473.51		137.10
Coworker + Family	666.40		201.31
<b>HRA Plan (with \$25 semi monthly incentive)</b>		<b>Semi-Monthly HRA Fund (included in City contribution)</b>	
Coworker only	333.39	20.83	14.06
Coworker + Child(ren)	445.60	41.67	167.13
Coworker + Spouse	465.57	41.67	196.47
Coworker + Family	565.68	41.67	359.32
<b>HRA Plan (without incentive)</b>			
Coworker only	308.39	20.83	39.06
Coworker + Child(ren)	420.60	41.67	192.13
Coworker + Spouse	440.57	41.67	221.47
Coworker + Family	540.68	41.67	384.32

This year is the second consistent year of claims trending higher than estimated. While previous efforts to move participants from the PPO to the HRA were somewhat successful, the claims side of the PPO remains unsustainable for the City. Even with fewer covered lives on the plan, PPO claims are still running 26% higher than budgeted. The PPO plan will be removed for FY21 and replaced with a Basic Plan that will offer low premiums and a higher deductible and out of pocket maximum. This will appeal to the employees in our base who may feel they do not use benefits often and would rather not pay as much in premiums, upfront per paycheck, but rather spend only if and when medical care may be needed. The HRA will remain with a minimal below average increase of 5%.

Line Table		
Line #	Direction	Length
L1	S41° 29' 05"W	30.00'
L2	S41° 29' 05"W	15.00'
L3	N10° 57' 25"E	15.00'
L4	N10° 57' 25"E	30.00'
L5	N10° 57' 25"E	15.00'
L6	S41° 29' 05"W	15.00'
L7	N79° 02' 35"W	293.94'
L8	S79° 02' 35"E	293.94'
L9 (Tie)	S48° 30' 55"E	160.25'
L10 (Tie)	N86° 37' 06"W	183.27'
L11 (Tie)	S86° 37' 06"E	183.27'
L12 (Tie)	N48° 30' 55"W	160.25'
L13 (Tie)	S0° 05' 54"W	30.00'
L14	S31° 43' 37"W	15.00'
L15	S31° 43' 37"W	30.00'
L16	S31° 43' 37"W	15.00'

Curve Table					
Curve #	Radius	Length	Chord Bearing	Chord Length	
C1	170.00'	90.58'	N63° 46' 45"W	89.51'	
C2	230.00'	122.55'	N63° 46' 45"W	121.10'	
C3	215.00'	114.55'	N63° 46' 45"W	113.20'	
C4	185.00'	98.57'	S63° 46' 45"E	97.41'	
C5 (Tie)	57.69'	42.25'	S69° 29' 41"E	41.31'	
C6 (Tie)	254.85'	126.08'	S72° 26' 45"E	124.80'	
C7 (Tie)	224.85'	111.24'	S72° 26' 45"E	110.11'	
C8 (Tie)	27.69'	20.58'	S69° 48' 17"E	20.11'	

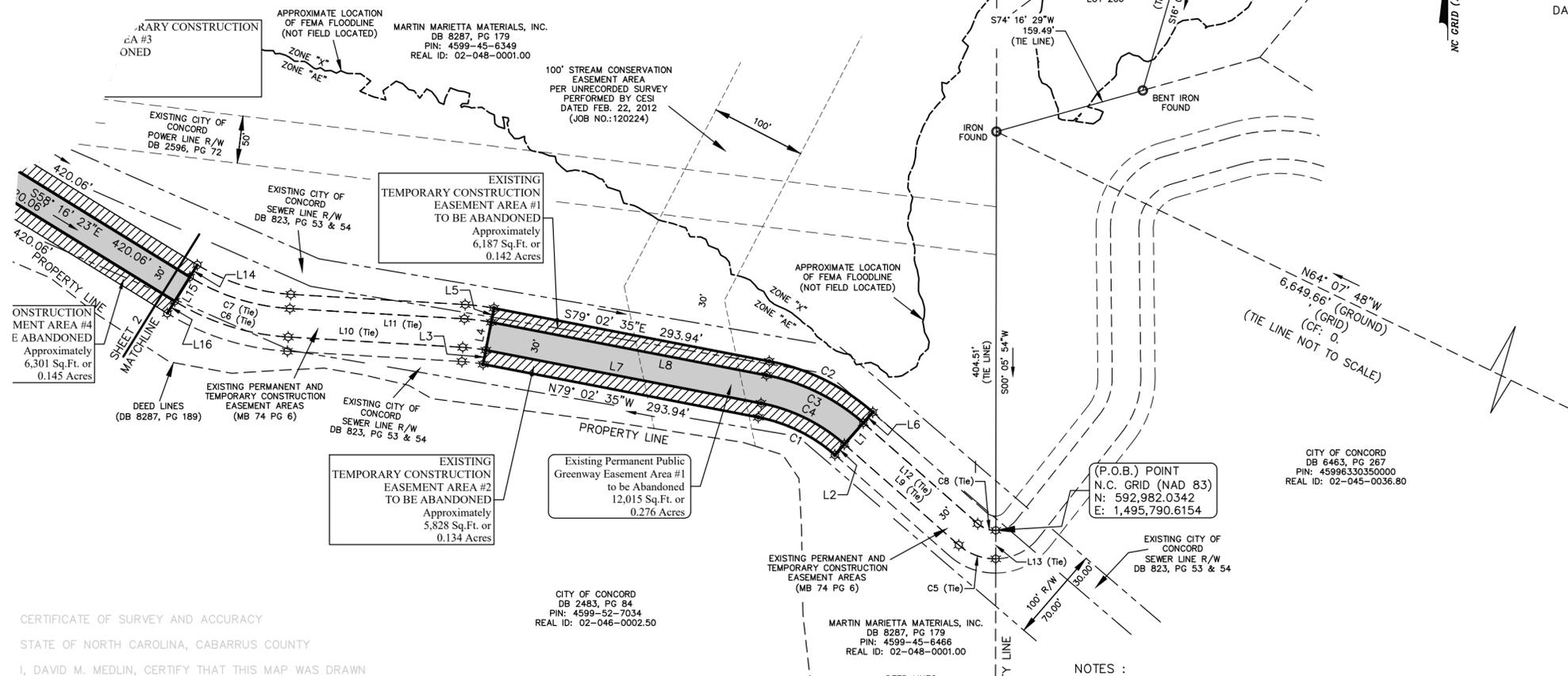
THE PURPOSE OF THIS PLAT IS TO ILLUSTRATE PORTIONS OF THE EXISTING EASEMENT AREAS SHOWN AND RECORDED IN MAP BOOK 74 PG 6. (THESE AREAS TO BE REVISED AND RECORDED IN SUBSEQUENT PLATS).



PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)  
 STATE OF NORTH CAROLINA  
 COUNTY OF CABARRUS  
 I, \_\_\_\_\_, REVIEW OFFICER CABARRUS COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 DATE: \_\_\_\_\_ REVIEW OFFICER: \_\_\_\_\_

CERTIFICATE OF PLAT APPROVAL  
 IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE REGULATIONS.  
 DATE \_\_\_\_\_ DIRECTOR OF DEVELOPMENT SERVICES

C:\ENG\SURVEY PROJECTS\2015\2015-043 HECTOR HENRY GW-RIVERWALK-ABANDONMENT AREAS.DWG



CERTIFICATE OF SURVEY AND ACCURACY  
 STATE OF NORTH CAROLINA, CABARRUS COUNTY  
 I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS. AS NOTED HEREON, THAT THE RATIO OF CLOSURE IS 1:5000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN BY DOTTED LINES PLOTTED FROM INFORMATION FOUND IN RECORDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.2.  
 I FURTHER CERTIFY THAT THIS MAP WAS PREPARED FROM AN EXISTING PARCEL OR PARCELS OF LAND AS SHOWN ON THE RECORDS OF AN EXISTING STREET.  
 WITNESSE MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF DECEMBER, A.D., 2020.



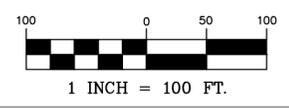
DAVID M. MEDLIN  
 PROFESSIONAL LAND SURVEYOR  
 NORTH CAROLINA REG. NO. L-4286  
 CITY OF CONCORD ENGINEERING DEPARTMENT  
 850 WARREN C. COLEMAN BOULEVARD  
 CONCORD, NC 28026-0308  
 704-920-5420 FAX 704-786-4521

- LEGEND**
- EIR EXISTING IRON ROD
  - R/W RIGHT OF WAY
  - MB MAP BOOK
  - DB DEED BOOK
  - PG PAGE
  - ☆ CP COMPUTED POINT
  - EXISTING IRON PIPE
  - EXISTING IRON ROD
  - oe — EXISTING OVERHEAD UTILITY LINES
  - BROKEN LINES NOT SURVEYED
  - PROPERTY LINES SURVEYED
  - ▨ EXISTING PERMANENT GREENWAY EASEMENT AREA TO BE ABANDONED.
  - ▨ EXISTING TEMPORARY CONSTRUCTION EASEMENT AREA TO BE ABANDONED.

- NOTES :**
- PROPERTY IDENTIFICATION NUMBER - PIN: 4599-45-6349.
  - TAX MAP IDENTIFICATION NUMBER #12-048-0001.00.
  - REFERENCES - DEED BOOK 8287, PAGE 179, MAP BOOK 74 PG 6-7 and OTHERS, AS SHOWN.
  - SUBJECT PROPERTY IS ZONED: 1-2.
  - ALL DISTANCES ARE HORIZONTAL GROUND DIMENSIONS IN US SURVEY FEET (UNLESS OTHERWISE NOTED).
  - AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
  - SURVEY BASED ON EXISTING MARKERS FOUND AT SITE AND DEED DESCRIPTION.
  - THE SUBJECT PROPERTY IS LOCATED IN ZONES "X" and "AE" AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710459900J, EFFECTIVE DATE NOVEMBER 5, 2008.
  - THE PURPOSE OF THIS SURVEY IS TO CREATE A PLAT SUITABLE FOR RECORDATION IN THE CABARRUS COUNTY LAND RECORDS IN COMPLIANCE WITH THE NORTH CAROLINA GENERAL STATUTE 47-30 MAPPING REQUIREMENTS.
  - THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.
  - THIS SURVEY WAS PREPARED BASED ON NC STATE GRID DATUM (NAD 83/2011).

NCGS MONUMENT "TAMMY"  
 NC GRID (NAD 83/2011)  
 N: 590,500.10'  
 E: 1,501,774.61'  
 CF: 0.99985093'

**EASEMENT ABANDONMENT PLAT**  
 PART OF THE PROPERTY OF  
**MARTIN MARIETTA MATERIALS, INC.**  
 DEED BOOK 8287, PAGE 179; PIN: 4599-45-6349  
 REAL ID # 02-048-0001.00  
 CITY OF CONCORD, # 2 TOWNSHIP  
 CABARRUS COUNTY, NORTH CAROLINA  
 SCALE 1" = 100' DATE: DEC. 17, 2019  
 PREPARED BY: DMM CHECKED BY: JC



REVISIONS:		
NO.	DATE	DESCRIPTION

PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

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

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

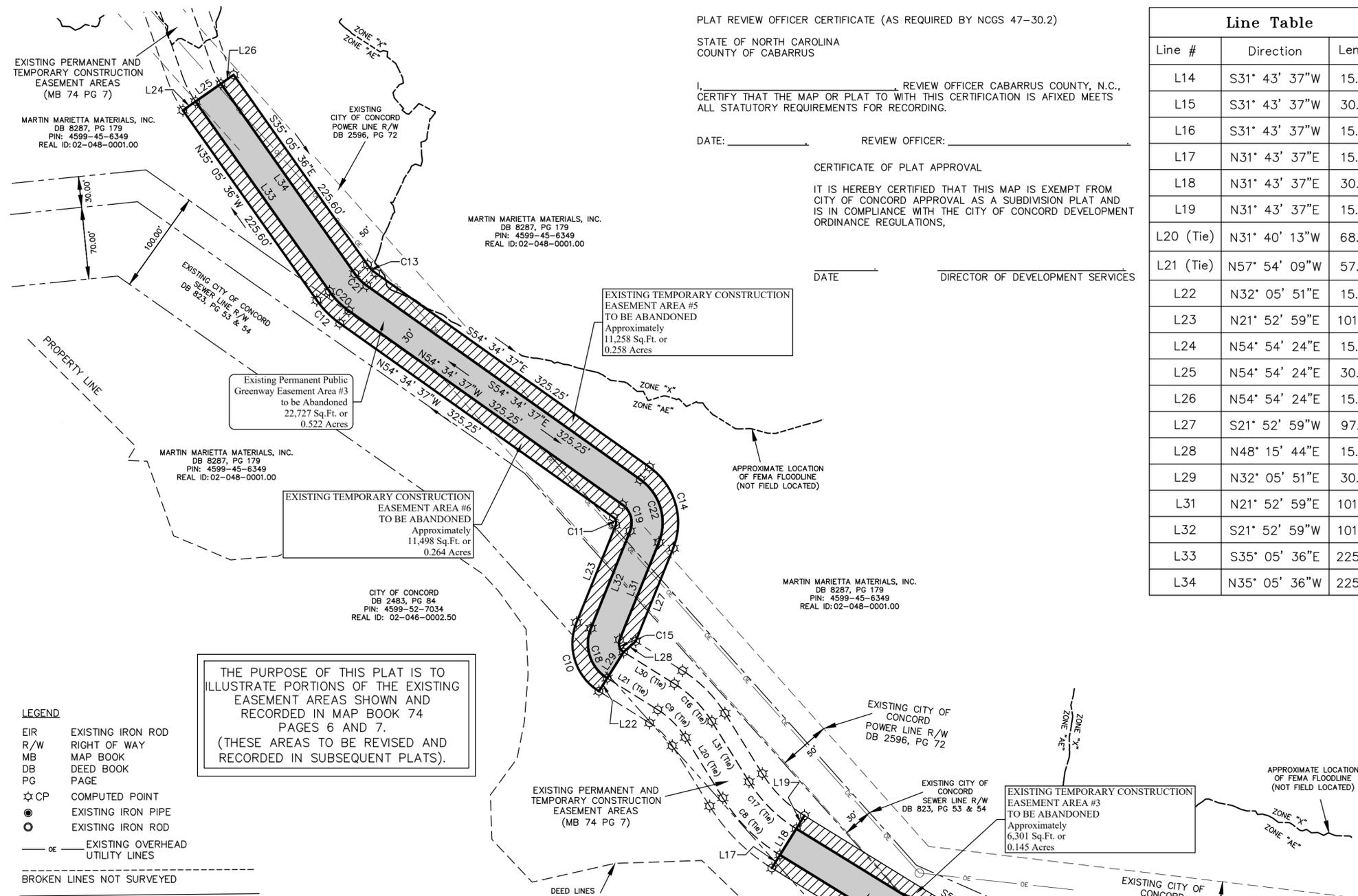
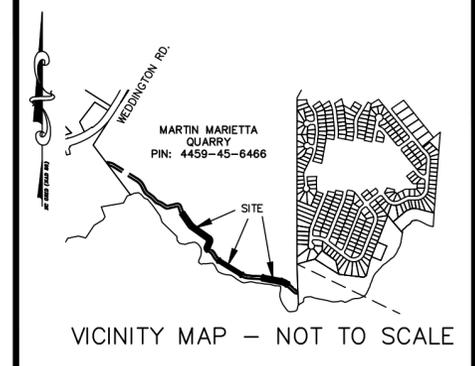
CERTIFICATE OF PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM  
CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND  
IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT  
ORDINANCE REGULATIONS,

DATE \_\_\_\_\_ DIRECTOR OF DEVELOPMENT SERVICES

Line Table		
Line #	Direction	Length
L14	S31° 43' 37"W	15.00'
L15	S31° 43' 37"W	30.00'
L16	S31° 43' 37"W	15.00'
L17	N31° 43' 37"E	15.00'
L18	N31° 43' 37"E	30.00'
L19	N31° 43' 37"E	15.00'
L20 (Tie)	N31° 40' 13"W	68.98'
L21 (Tie)	N57° 54' 09"W	57.93'
L22	N32° 05' 51"E	15.00'
L23	N21° 52' 59"E	101.96'
L24	N54° 54' 24"E	15.00'
L25	N54° 54' 24"E	30.00'
L26	N54° 54' 24"E	15.00'
L27	S21° 52' 59"W	97.61'
L28	N48° 15' 44"E	15.62'
L29	N32° 05' 51"E	30.00'
L31	N21° 52' 59"E	101.96'
L32	S21° 52' 59"W	101.96'
L33	S35° 05' 36"E	225.60'
L34	N35° 05' 36"W	225.60'

Curve Table				
Curve #	Radius	Length	Chord Bearing	Chord Length
C6 (Tie)	254.85'	126.08'	S72° 26' 45"E	124.80'
C7 (Tie)	224.85'	111.24'	S72° 26' 45"E	110.11'
C8 (Tie)	170.34'	79.09'	N44° 58' 18"W	78.38'
C9 (Tie)	83.45'	38.21'	N44° 47' 11"W	37.88'
C10	54.80'	76.31'	N18° 00' 35"W	70.29'
C11	6.46'	8.62'	N16° 20' 49"W	8.00'
C12	93.40'	31.76'	N44° 50' 06"W	31.61'
C13	33.40'	11.36'	S44° 50' 06"E	11.30'
C14	66.46'	88.69'	N16° 20' 49"W	82.26'
C15	9.80'	13.64'	S18° 00' 35"E	12.57'
C16 (Tie)	113.45'	51.94'	S44° 47' 11"E	51.49'
C17 (Tie)	140.34'	65.16'	S44° 58' 18"E	64.57'
C18	39.80'	55.42'	S18° 00' 35"E	51.05'
C19	21.46'	28.64'	N16° 20' 49"W	26.56'
C20	78.40'	26.66'	S44° 50' 06"E	26.53'
C21	48.40'	16.46'	S44° 50' 06"E	16.38'
C22	51.46'	68.68'	N16° 20' 49"W	63.69'



THE PURPOSE OF THIS PLAT IS TO  
ILLUSTRATE PORTIONS OF THE EXISTING  
EASEMENT AREAS SHOWN AND  
RECORDED IN MAP BOOK 74  
PAGES 6 AND 7.  
(THESE AREAS TO BE REVISED AND  
RECORDED IN SUBSEQUENT PLATS).

- LEGEND**
- EIR EXISTING IRON ROD
  - R/W RIGHT OF WAY
  - MB MAP BOOK
  - DB DEED BOOK
  - PG PAGE
  - ☆ CP COMPUTED POINT
  - EXISTING IRON PIPE
  - EXISTING IRON ROD
  - OE EXISTING OVERHEAD UTILITY LINES
  - BROKEN LINES NOT SURVEYED
  - PROPERTY LINES SURVEYED
  - ▨ EXISTING PERMANENT GREEN WAY EASEMENT AREA TO BE ABANDONED.
  - ▤ EXISTING TEMPORARY CONSTRUCTION EASEMENT AREA TO BE ABANDONED.

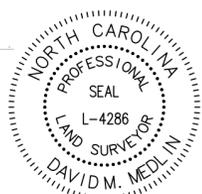
**CERTIFICATE OF SURVEY AND ACCURACY**  
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON, THAT THE RATIO OF CLOSURE IS 1:1000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN FOR REFERENCE PLOTTED FROM INFORMATION FOUND IN THE DEEDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.

I FURTHER CERTIFY THAT THIS MAP SHOWS THE EXISTING PARCEL OR PARCELS OF LAND AND THE LOCATION OF ANY NEW STREET OR CHANGE AN EXISTING STREET.

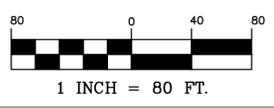
WITNESSED MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF DECEMBER, 2019, AT CONCORD, N.C.

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



- NOTES :**
- PROPERTY IDENTIFICATION NUMBER -- PIN: 4599-45-6349.
  - TAX MAP IDENTIFICATION NUMBER #12-048-0001.00.
  - REFERENCES -- DEED BOOK 8287, PAGE 179, MAP BOOK 74 PG 6-7 and OTHERS, AS SHOWN.
  - SUBJECT PROPERTY IS ZONED: I-2.
  - ALL DISTANCES ARE HORIZONTAL GROUND DIMENSIONS IN US SURVEY FEET (UNLESS OTHERWISE NOTED).
  - AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
  - SURVEY BASED ON EXISTING MARKERS FOUND AT SITE AND DEED DESCRIPTION.
  - THE SUBJECT PROPERTY IS LOCATED IN ZONES "X" and "AE" AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710459900J, EFFECTIVE DATE NOVEMBER 5, 2008.
  - THE PURPOSE OF THIS SURVEY IS TO CREATE A PLAT SUITABLE FOR RECORDATION IN THE CABARRUS COUNTY LAND RECORDS IN COMPLIANCE WITH THE NORTH CAROLINA GENERAL STATUTE 47-30 MAPPING REQUIREMENTS.
  - THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.
  - THIS SURVEY WAS PREPARED BASED ON NC STATE GRID DATUM (NAD 83/2011).

**EASEMENT ABANDONMENT PLAT**  
PART OF THE PROPERTY OF  
MARTIN MARIETTA MATERIALS, INC.  
DEED BOOK 8287, PAGE 179; PIN: 4599-45-6349  
REAL ID # 02-048-0001.00  
CITY OF CONCORD, # 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA  
SCALE 1" = 100' DATE: DEC. 17, 2019  
PREPARED BY: DMM CHECKED BY: JC



REVISIONS:		
NO.	DATE	DESCRIPTION

C:\ENGSURVEY\PROJECTS\2015\2015-043 HECTOR HENRY GREENWAY-RIVERWALK ABANDONMENT AREAS.DWG

**LEGEND**

- EIR EXISTING IRON ROD
- R/W RIGHT OF WAY
- MB MAP BOOK
- DB DEED BOOK
- PG PAGE
- ☆ CP COMPUTED POINT
- EXISTING IRON PIPE
- EXISTING IRON ROD
- oe — EXISTING OVERHEAD UTILITY LINES

BROKEN LINES NOT SURVEYED

PROPERTY LINES SURVEYED

PROPOSED PERMANENT GREEN WAY EASEMENT AREA.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT AREA.

**PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)**

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

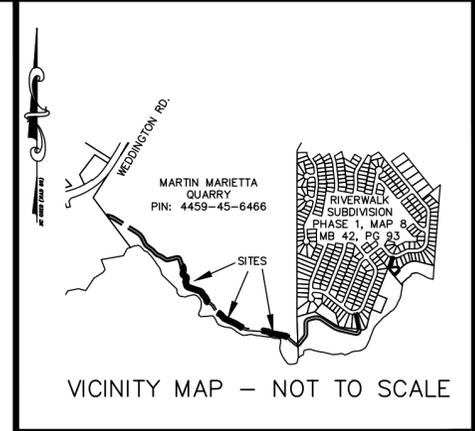
I, \_\_\_\_\_, REVIEW OFFICER CABARRUS COUNTY, N.C.,  
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS  
ALL STATUTORY REQUIREMENTS FOR RECORDING.

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

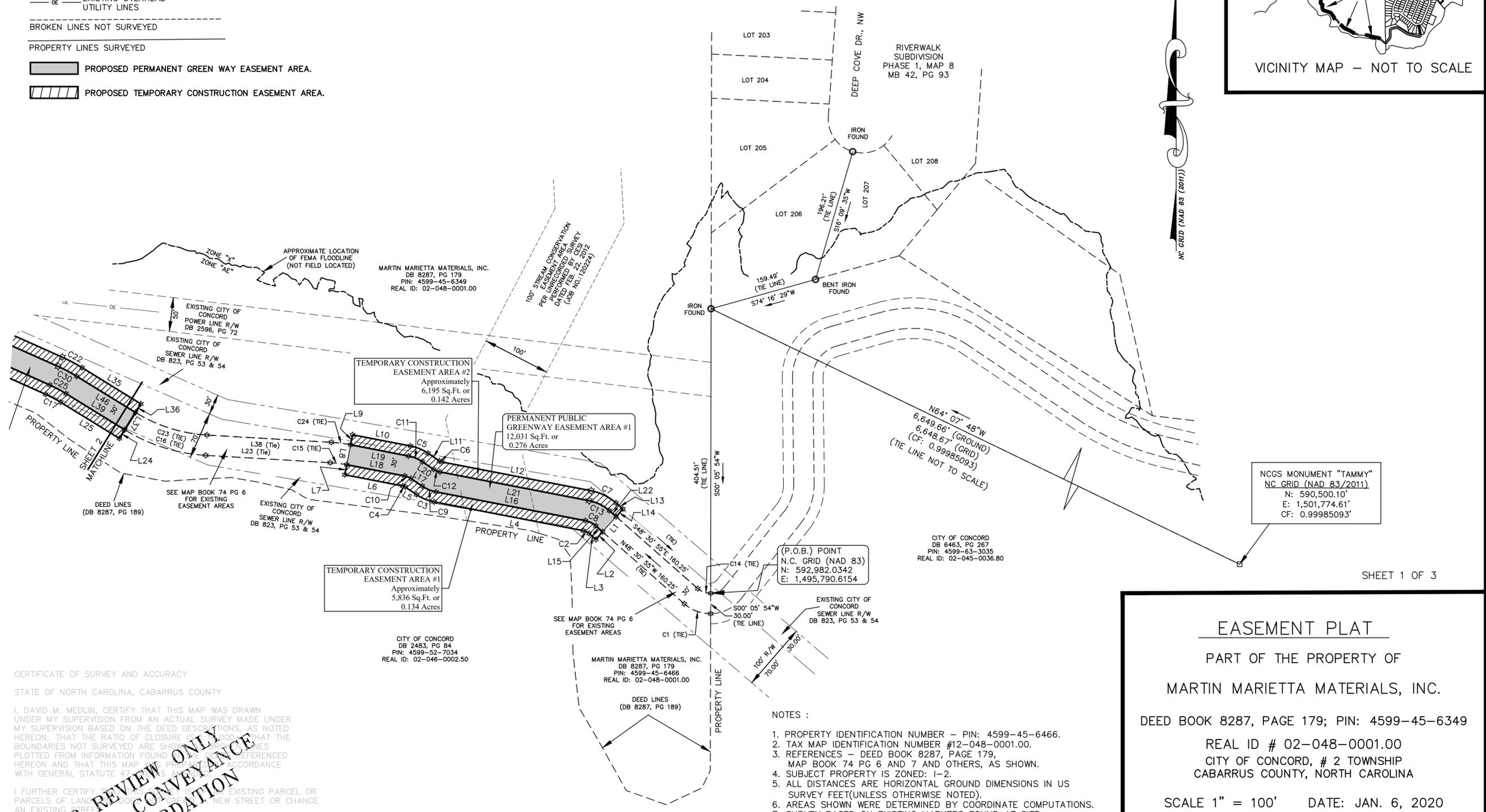
**CERTIFICATE OF PLAT APPROVAL**

IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM  
CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND  
IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT  
ORDINANCE REGULATIONS.

DATE \_\_\_\_\_ DIRECTOR OF DEVELOPMENT SERVICES \_\_\_\_\_



C:\ENG\PROJECTS\2015\2015-043 HECTOR HENRY GW-RIVERWALK 2 REVISED EASEMENTS.DWG



**CERTIFICATE OF SURVEY AND ACCURACY**  
STATE OF NORTH CAROLINA, CABARRUS COUNTY  
I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN  
UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER  
MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED  
HEREON, THAT THE RATIO OF CLOSURE IS 1:5000. THAT THE  
BOUNDARIES NOT SURVEYED ARE SHOWN BY BROKEN LINES  
PLOTTED FROM INFORMATION FOUND IN DEEDS REFERENCED  
HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE  
WITH GENERAL STATUTE 47-30.2.

I FURTHER CERTIFY THAT THIS MAP SHOWS THE EXISTING PARCEL OR  
PARCELS OF LAND AND THE LOCATION OF ANY NEW STREET OR CHANGE  
AN EXISTING STREET.

WITNESSED BY ME AND MY ASSISTANT, REGISTERED NUMBER AND  
SEAL THIS 6th DAY OF JANUARY, A.D., 2020.

DAVID M. MEDLIN  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-4286  
CITY OF CONCORD ENGINEERING DEPARTMENT  
850 WARREN C. COLEMAN BOULEVARD  
CONCORD, NC 28026-0308  
704-920-5420 FAX 704-786-4521



- NOTES :**
1. PROPERTY IDENTIFICATION NUMBER - PIN: 4599-45-6466.
  2. TAX MAP IDENTIFICATION NUMBER #12-048-0001.00.
  3. REFERENCES - DEED BOOK 8287, PAGE 179, MAP BOOK 74 PG 6 AND 7 AND OTHERS, AS SHOWN.
  4. SUBJECT PROPERTY IS ZONED: I-2.
  5. ALL DISTANCES ARE HORIZONTAL GROUND DIMENSIONS IN US SURVEY FEET (UNLESS OTHERWISE NOTED).
  6. AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
  7. SURVEY BASED ON EXISTING MARKERS FOUND AT SITE AND DEED DESCRIPTION.
  8. THE SUBJECT PROPERTY IS LOCATED IN ZONES "X" and "AE" AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710459900J, EFFECTIVE DATE NOVEMBER 5, 2008.
  9. THE PURPOSE OF THIS SURVEY IS TO CREATE A PLAT SUITABLE FOR RECORDATION IN THE CABARRUS COUNTY LAND RECORDS IN COMPLIANCE WITH THE NORTH CAROLINA GENERAL STATUTE 47-30 MAPPING REQUIREMENTS.
  11. THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.
  12. THIS SURVEY WAS PREPARED BASED ON NC STATE GRID DATUM (NAD 83/2011).

NCGS MONUMENT "TAMMY"  
NC GRID (NAD 83/2011)  
N: 590,500.10'  
E: 1,501,774.61'  
CF: 0.99985093'

(P.O.B.) POINT  
N.C. GRID (NAD 83)  
N: 592,982.0342  
E: 1,495,790.6154

EXISTING CITY OF CONCORD  
SEWER LINE R/W  
DB 823, PG 53 & 54

MARTIN MARIETTA MATERIALS, INC.  
DB 8287, PG 179  
PIN: 4599-45-6466  
REAL ID: 02-048-0001.00

DEED LINES  
(DB 8287, PG 189)

SEE MAP BOOK 74 PG 6  
FOR EXISTING  
EASEMENT AREAS

SEE MAP BOOK 74 PG 6  
FOR EXISTING  
EASEMENT AREAS

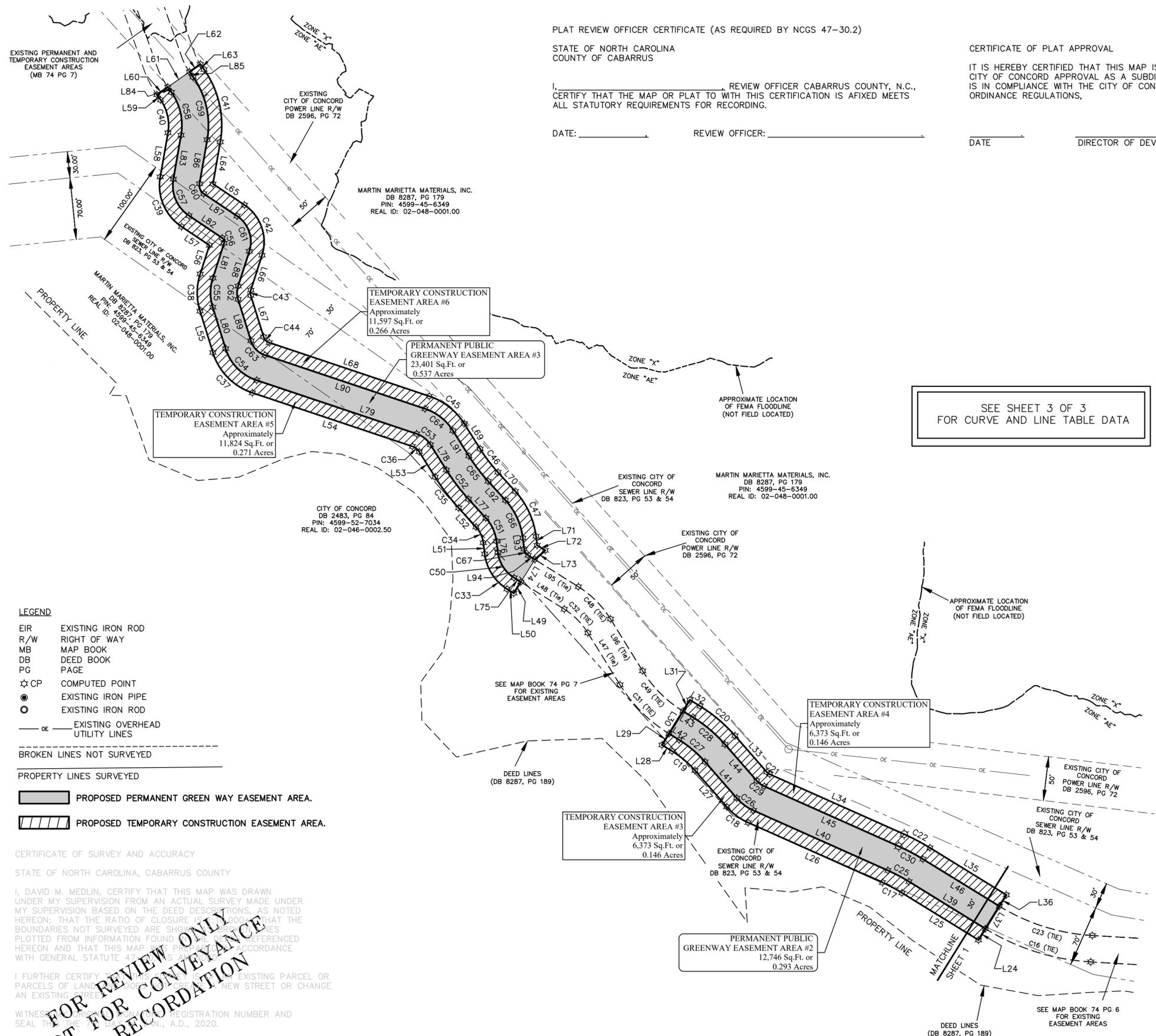
SEE MAP BOOK 74 PG 6  
FOR EXISTING  
EASEMENT AREAS

SHEET 1 OF 3

**EASEMENT PLAT**  
PART OF THE PROPERTY OF  
**MARTIN MARIETTA MATERIALS, INC.**  
DEED BOOK 8287, PAGE 179; PIN: 4599-45-6349  
REAL ID # 02-048-0001.00  
CITY OF CONCORD, # 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA  
SCALE 1" = 100' DATE: JAN. 6, 2020  
PREPARED BY: DMM CHECKED BY: JC

REVISIONS:		
NO.	DATE	DESCRIPTION

C:\ENG\SURVEY PROJECTS\2015\2015-043 HECTOR HENRY GREENWAY-RIVERWALK 2 REVISED EASEMENTS.DWG



PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

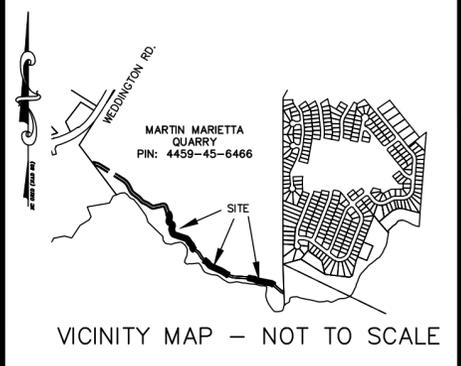
I, \_\_\_\_\_ REVIEW OFFICER CABARRUS COUNTY, N.C.,  
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS  
ALL STATUTORY REQUIREMENTS FOR RECORDING.

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

CERTIFICATE OF PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM  
CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND  
IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT  
ORDINANCE REGULATIONS.

DATE \_\_\_\_\_ DIRECTOR OF DEVELOPMENT SERVICES \_\_\_\_\_



SEE SHEET 3 OF 3  
FOR CURVE AND LINE TABLE DATA

NOTES :

1. PROPERTY IDENTIFICATION NUMBER - PIN: 4599-45-6349.
2. TAX MAP IDENTIFICATION NUMBER #12-048-0001.00.
3. REFERENCES - DEED BOOK 8287, PAGE 179, MAP BOOK 74 PG 6 AND 7 AND OTHERS, AS SHOWN.
4. SUBJECT PROPERTY IS ZONED: I-2.
5. ALL DISTANCES ARE HORIZONTAL GROUND DIMENSIONS IN US SURVEY FEET (UNLESS OTHERWISE NOTED).
6. AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
7. SURVEY BASED ON EXISTING MARKERS FOUND AT SITE AND DEED DESCRIPTION.
8. THE SUBJECT PROPERTY IS LOCATED IN ZONES "X" and "AE" AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710459900J, EFFECTIVE DATE NOVEMBER 5, 2008.
9. THE PURPOSE OF THIS SURVEY IS TO CREATE A PLAT SUITABLE FOR RECORDATION IN THE CABARRUS COUNTY LAND RECORDS IN COMPLIANCE WITH THE NORTH CAROLINA GENERAL STATUTE 47-30 MAPPING REQUIREMENTS.
10. THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.
11. THIS SURVEY WAS PREPARED BASED ON NC STATE GRID DATUM (NAD 83/2011).

SHEET 2 OF 3

- LEGEND**
- EIR EXISTING IRON ROD
  - R/W RIGHT OF WAY
  - MB MAP BOOK
  - DB DEED BOOK
  - PG PAGE
  - ☆ CP COMPUTED POINT
  - EXISTING IRON PIPE
  - EXISTING IRON ROD
  - OE EXISTING OVERHEAD UTILITY LINES
  - BROKEN LINES NOT SURVEYED
  - \_\_\_\_\_ PROPERTY LINES SURVEYED
  - ▨ PROPOSED PERMANENT GREEN WAY EASEMENT AREA.
  - ▤ PROPOSED TEMPORARY CONSTRUCTION EASEMENT AREA.

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

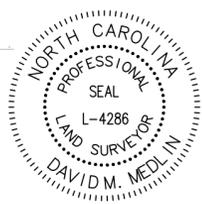
I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS. AS NOTED HEREON, THAT THE RATIO OF CLOSURE IS 1:1000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DOTTED LINES PLOTTED FROM INFORMATION FOUND IN DEED RECORDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.

I FURTHER CERTIFY THAT THIS MAP SHOWS THE EXISTING PARCEL OR PARCELS OF LAND, JOINTLY OR SEVERALLY, AND ANY NEW STREET OR CHANGE AN EXISTING STREET.

WITNESSED MY HAND AND SEAL OF OFFICE, THIS 6th DAY OF JANUARY, A.D., 2020.

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

CITY OF CONCORD ENGINEERING DEPARTMENT  
850 WARREN C. COLEMAN BOULEVARD  
CONCORD, NC 28026-0308  
704-920-5420 FAX 704-786-4521



NOT FOR REVIEW ONLY  
NOT FOR CONVEYANCE  
OR RECORDATION

## EASEMENT PLAT

PART OF THE PROPERTY OF  
**MARTIN MARIETTA MATERIALS, INC.**

DEED BOOK 8287, PAGE 179; PIN: 4599-45-6349

REAL ID # 02-048-0001.00  
CITY OF CONCORD, # 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA

SCALE 1" = 100'    DATE: JAN. 6, 2020

PREPARED BY: DMM    CHECKED BY: JC

1 INCH = 80 FT.

REVISIONS:		
NO.	DATE	DESCRIPTION

C:\ENG\SURVEY PROJECTS\2015\2015-043 HECTOR HENRY GREENWAY-RIVERWALK 2 REVISED EASEMENTS.DWG

Line Table		
Line #	Direction	Length
L1	S41° 29' 05"W	30.00'
L2	S41° 29' 05"W	15.00'
L3	N48° 30' 55"W	13.36'
L4	N79° 02' 35"W	223.39'
L5	N55° 56' 37"W	20.04'
L6	N78° 59' 44"W	86.67'
L7	N10° 57' 25"E	15.00'
L8	N10° 57' 25"E	30.00'
L9	N10° 57' 25"E	15.00'
L10	S78° 59' 44"E	86.71'
L11	S55° 56' 37"E	20.04'
L12	S79° 02' 35"E	223.39'
L13	S48° 30' 55"E	13.36'
L14	S41° 29' 05"W	15.00'
L15	N48° 30' 55"W	13.36'
L16	N79° 02' 35"W	223.39'
L17	N55° 56' 37"W	20.04'
L18	N78° 59' 44"W	86.68'
L19	S78° 59' 44"E	86.70'
L20	S55° 56' 37"E	20.04'
L21	S79° 02' 35"E	223.39'
L22	S48° 30' 55"E	13.36'
L23 (Tie)	N86° 37' 06"W	183.27'
L24	S31° 43' 37"W	15.00'
L25	N58° 16' 23"W	101.45'
L26	N65° 52' 56"W	166.18'
L27	N41° 06' 35"W	54.57'
L28	N58° 16' 23"W	13.34'
L29	N31° 43' 37"E	15.00'
L30	N31° 43' 37"E	30.00'
L31	N31° 43' 37"E	15.00'
L32	S58° 16' 23"E	13.34'
L33	S41° 06' 35"E	54.57'

Line Table		
Line #	Direction	Length
L34	S65° 52' 56"E	166.18'
L35	S58° 16' 23"E	101.45'
L36	S31° 43' 37"W	15.00'
L37	S31° 43' 37"W	30.00'
L38 (Tie)	S86° 37' 06"E	183.27'
L39	N58° 16' 23"W	101.45'
L40	N65° 52' 56"W	166.18'
L41	N41° 06' 35"W	54.57'
L42	N58° 16' 23"W	13.34'
L43	S58° 16' 23"E	13.34'
L44	S41° 06' 35"E	54.57'
L45	S65° 52' 56"E	166.18'
L46	S58° 16' 23"E	101.45'
L47 (Tie)	N31° 40' 13"W	68.98'
L48 (Tie)	N57° 54' 09"W	57.93'
L49	S32° 05' 51"W	15.00'
L50	N57° 54' 09"W	8.94'
L51	N7° 02' 30"W	12.76'
L52	N42° 16' 53"W	29.15'
L53	N32° 07' 08"W	33.80'
L54	N71° 25' 59"W	190.62'
L55	N17° 12' 08"W	49.11'
L56	N17° 44' 25"E	34.07'
L57	N56° 06' 31"W	37.92'
L58	N9° 53' 15"E	50.64'
L59	N35° 05' 36"W	7.21'
L60	N54° 54' 24"E	15.00'
L61	N54° 54' 24"E	30.00'
L62	N54° 54' 24"E	15.00'
L63	S35° 05' 36"E	7.21'
L64	S9° 53' 15"W	48.21'
L65	S56° 06' 31"E	42.85'
L66	S17° 44' 25"W	41.43'

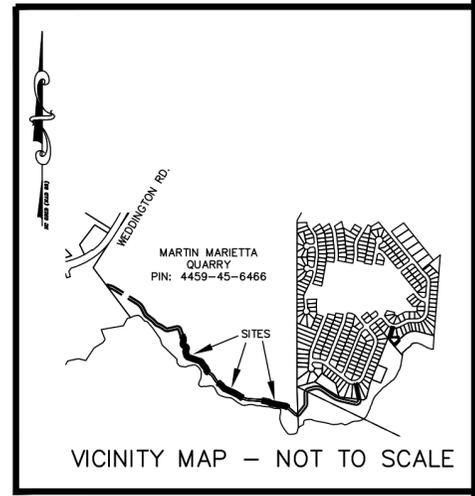
Line Table		
Line #	Direction	Length
L67	S17° 12' 08"E	49.11'
L68	S71° 25' 59"E	190.62'
L69	S32° 07' 08"E	33.80'
L70	S42° 16' 53"E	29.15'
L71	S7° 02' 30"E	10.29'
L72	S57° 54' 09"E	10.81'
L73	S48° 15' 44"W	15.62'
L74	S32° 05' 51"W	30.00'
L75	N57° 54' 09"W	8.94'
L76	N7° 02' 30"W	12.76'
L77	N42° 16' 53"W	29.15'
L78	N32° 07' 08"W	33.80'
L79	N71° 25' 59"W	190.62'
L80	N17° 12' 08"W	49.11'
L81	N17° 44' 25"E	41.43'
L82	N56° 06' 31"W	45.27'
L83	N9° 53' 15"E	50.64'
L84	N35° 05' 36"W	7.21'
L85	S35° 05' 36"E	7.21'
L86	S9° 53' 15"W	50.64'
L87	S56° 06' 31"E	45.27'
L88	S17° 44' 25"W	41.43'
L89	S17° 12' 08"E	49.11'
L90	S71° 25' 59"E	190.62'
L91	S32° 07' 08"E	33.80'
L92	S42° 16' 53"E	29.15'
L93	S7° 02' 30"E	12.76'
L94	S57° 54' 09"E	8.94'
L95 (Tie)	S57° 54' 09"E	57.93'
L96 (Tie)	S31° 40' 13"E	68.98'

Curve Table				
Curve #	Radius	Length	Chord Bearing	Chord Length
C1 (TIE)	57.69'	42.25'	S69° 29' 41"E	41.31'
C2	17.56'	9.35'	N63° 46' 45"W	9.24'
C3	70.00'	28.22'	N67° 29' 36"W	28.03'
C4	10.00'	4.02'	N67° 28' 21"W	4.00'
C5	70.00'	28.17'	S67° 28' 21"E	27.98'
C6	10.00'	4.03'	S67° 29' 36"E	4.00'
C7	77.56'	41.32'	S63° 46' 45"E	40.84'
C8	32.56'	17.35'	N63° 46' 45"W	17.14'
C9	55.00'	22.17'	N67° 29' 36"W	22.02'
C10	25.00'	10.06'	N67° 28' 21"W	9.99'
C11	55.00'	22.13'	S67° 28' 21"E	21.99'
C12	25.00'	10.08'	S67° 29' 36"E	10.01'
C13	62.56'	33.33'	S63° 46' 45"E	32.94'
C14 (TIE)	27.69'	20.58'	S69° 48' 17"E	20.11'
C15 (TIE)	185.00'	24.46'	N82° 49' 50"W	24.44'
C16 (TIE)	254.85'	126.08'	S72° 26' 45"E	124.80'
C17	188.49'	25.03'	N62° 04' 40"W	25.01'
C18	70.00'	30.27'	N53° 29' 46"W	30.03'
C19	113.63'	34.04'	N49° 41' 29"W	33.91'
C20	173.63'	52.01'	S49° 41' 29"E	51.82'
C21	10.00'	4.32'	S53° 29' 46"E	4.29'
C22	248.49'	33.00'	S62° 04' 40"E	32.98'
C23 (TIE)	224.85'	111.24'	S72° 26' 45"E	110.11'
C24 (TIE)	215.00'	28.43'	S82° 49' 50"E	28.41'
C25	203.49'	27.02'	N62° 04' 40"W	27.00'
C26	55.00'	23.78'	N53° 29' 46"W	23.60'
C27	128.63'	38.53'	N49° 41' 29"W	38.39'
C28	158.63'	47.52'	S49° 41' 29"E	47.34'
C29	25.00'	10.81'	S53° 29' 46"E	10.73'
C30	233.49'	31.01'	S62° 04' 40"E	30.99'

Curve Table				
Curve #	Radius	Length	Chord Bearing	Chord Length
C31 (TIE)	170.34'	79.09'	N44° 58' 18"W	78.38'
C32 (TIE)	83.45'	38.21'	N44° 47' 11"W	37.88'
C33	54.80'	48.64'	N32° 28' 19"W	47.06'
C34	32.56'	20.03'	N24° 39' 42"W	19.71'
C35	248.07'	44.00'	N37° 12' 01"W	43.94'
C36	14.55'	9.98'	N51° 46' 34"W	9.79'
C37	70.00'	66.26'	N44° 19' 03"W	63.81'
C38	70.00'	42.69'	N0° 16' 08"E	42.03'
C39	56.26'	64.81'	N23° 06' 38"W	61.28'
C40	50.00'	39.25'	N12° 36' 10"W	38.25'
C41	110.00'	86.36'	S12° 36' 10"E	84.16'
C42	50.21'	64.71'	S19° 11' 03"E	60.33'
C43	10.00'	6.10'	S0° 16' 08"W	6.00'
C44	10.00'	9.47'	S44° 19' 03"E	9.12'
C45	74.55'	51.15'	S51° 46' 34"E	50.16'
C46	188.07'	33.36'	S37° 12' 01"E	33.31'
C47	92.56'	56.93'	S24° 39' 42"E	56.04'
C48 (TIE)	113.45'	51.94'	S44° 47' 11"E	51.49'
C49 (TIE)	140.34'	65.16'	S44° 58' 18"E	64.57'
C50	39.80'	35.33'	N32° 28' 19"W	34.18'
C51	47.56'	29.25'	N24° 39' 42"W	28.79'
C52	233.07'	41.34'	N37° 12' 01"W	41.29'
C53	29.55'	20.28'	N51° 46' 34"W	19.88'
C54	55.00'	52.06'	N44° 19' 03"W	50.14'
C55	55.00'	33.54'	N0° 16' 08"E	33.02'
C56	5.21'	6.71'	N19° 11' 03"W	6.26'
C57	41.26'	47.53'	N23° 06' 38"W	44.95'
C58	65.00'	51.03'	N12° 36' 10"W	49.73'
C59	95.00'	74.58'	S12° 36' 10"E	72.68'
C60	11.26'	12.97'	S23° 06' 38"E	12.27'

Curve Table				
Curve #	Radius	Length	Chord Bearing	Chord Length
C61	35.21'	45.38'	S19° 11' 03"E	42.30'
C62	25.00'	15.25'	S0° 16' 08"W	15.01'
C63	25.00'	23.66'	S44° 19' 03"E	22.79'
C64	59.55'	40.86'	S51° 46' 34"E	40.06'
C65	203.07'	36.02'	S37° 12' 01"E	35.97'
C66	77.56'	47.70'	S24° 39' 42"E	46.96'
C67	9.80'	8.70'	S32° 28' 19"E	8.42'

THIS SHEET CONTAINS  
THE CURVE AND LINE TABLE DATA  
FOR SHEET 2 OF 3



SHEET 3 OF 3

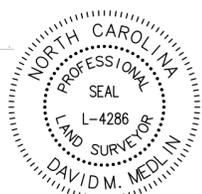
CERTIFICATE OF SURVEY AND ACCURACY  
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON; THAT THE RATIO OF CLOSURE IS 1:5000.0; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN BY BROKEN LINES PLOTTED FROM INFORMATION FOUND IN THE RECORDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-15.5.

I FURTHER CERTIFY THAT THIS MAP SHOWS THE EXISTING PARCEL OR PARCELS OF LAND AND THE PROPOSED NEW STREET OR CHANGE AN EXISTING STREET.

WITNESSED BY ME, DAVID M. MEDLIN, PROFESSIONAL LAND SURVEYOR, ON THIS 15th DAY OF JANUARY, A.D., 2020.

DAVID M. MEDLIN  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-4286  
CITY OF CONCORD ENGINEERING DEPARTMENT  
850 WARREN C. COLEMAN BOULEVARD  
CONCORD, NC 28026-0308  
704-920-5420 FAX 704-786-4521



PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

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

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

CERTIFICATE OF PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE REGULATIONS.

DATE \_\_\_\_\_ DIRECTOR OF DEVELOPMENT SERVICES

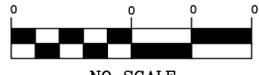
EASEMENT PLAT  
PART OF THE PROPERTY OF  
MARTIN MARIETTA MATERIALS, INC.

DEED BOOK 8287, PAGE 179; PIN: 4599-45-6349

REAL ID # 02-048-0001.00  
CITY OF CONCORD, # 2 TOWNSHIP  
CABARRUS COUNTY, NORTH CAROLINA

NO SCALE DATE: JAN. 6, 2020

PREPARED BY: DMM CHECKED BY: JC



NO SCALE

REVISIONS:		
NO.	DATE	DESCRIPTION

Drawn By: VaLerie Kolczynski, City Attorney  
Return To: City of Concord Register of Deeds Box

STATE OF NORTH CAROLINA

P/O Pin # 4599-45-6349

COUNTY OF CABARRUS

Grant of Permanent Greenway Easements and Temporary  
Construction Easements

The undersigned, Martin Marietta Materials, Inc., a North Carolina corporation, Grantor, in consideration of payment to the Grantor of the sum of One Dollar, (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licensees, the right, privilege and easement to enter and re-enter at any time for public active or passive greenspace, greenway, park, and recreational purposes, to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol said greenspace, greenway, or park, and the right, privilege and permanent easement to enter and re-enter at any time to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol any necessary utilities that may be needed for such greenspace, greenway, or park, including but not limited to, one or more underground electric power distribution lines, and/or other public utilities, and one or more underground telephone, cable television, fiber optic or communications line(s), including but not limited to, the right to erect poles and other distribution line structures, wires, cables, pipes, and any necessary appurtenances for the proper conduct of electricity, electronic information, data, communications, the right to clear the easement and keep it clear of brushes, trees, buildings, obstructions, and fire hazards; and the right to remove trees, if any, located beyond the limits of the easement, but which interfere with the easement; the above described rights being incident to performance by the Grantee of its functions as a municipality, or the performance by any licensee of the Grantee of a public function, the premises being located in No. 2 Township, Cabarrus County, North Carolina, described below:

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a Permanent Public Greenway Easement Area #1, 12,031 Sq. Ft or 0.276 Acres as shown on the plat titled, Easement Plat, Part of the Property of Martin Marietta Materials, Inc. dated January 6, 2020 by the City of Concord Engineering Department and is recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_, Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a Permanent Public Greenway Easement Area #2, 12,746 Sq. Ft or 0.293 Acres as shown on the plat titled, Easement Plat, Part of the Property of Martin Marietta Materials, Inc. dated January 6, 2020 by the City of Concord Engineering Department and is recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_, Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a Permanent Public Greenway Easement Area #3, 23,401 Sq. Ft or 0.537 Acres as shown on the plat titled, Easement Plat, Part of the Property of Martin Marietta Materials, Inc. dated January 6, 2020 by the City of Concord Engineering Department and is recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_, Cabarrus County Registry.

The undersigned does hereby grant to the City of Concord six (6) temporary construction easements for the duration of the construction of the greenspace or greenway, to enter the property described below to store equipment, install temporary facilities in support of the construction occurring in the permanent easement area and to perform other necessary and related tasks for the construction of the greenspace or greenway. The temporary construction easements are described as follows:

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a Temporary Construction Easement Area #1, Approximately 5,836 Sq. Ft. or 0.134 Acres as shown on the plat titled, Easement Plat, Part of the Property of Martin Marietta Materials, Inc. dated January 6, 2020 by the City of Concord Engineering Department and is recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_, Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a Temporary Construction Easement Area #2, Approximately 6,195 Sq. Ft. or 0.142 Acres as shown on the plat titled, Easement Plat, Part of the Property of Martin Marietta Materials, Inc. dated January 6, 2020 by the City of Concord Engineering Department and is recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_, Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a Temporary Construction Easement Area #3, Approximately 6,373 Sq. Ft. or 0.146 Acres as shown on the plat titled, Easement Plat, Part of the Property of Martin Marietta Materials, Inc. dated January 6, 2020 by the City of Concord Engineering Department and is recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_, Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a Temporary Construction Easement Area #4, Approximately 6,373 Sq. Ft. or 0.146 Acres as shown on the plat titled, Easement Plat, Part of the Property of Martin Marietta Materials, Inc. dated January 6, 2020 by the City of Concord Engineering Department and is recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_, Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a Temporary Construction Easement Area #5, Approximately 11,824 Sq. Ft. or 0.271 Acres as shown on the plat titled, Easement Plat, Part of the Property of Martin Marietta Materials, Inc. dated January 6, 2020 by the City of Concord Engineering Department and is recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_, Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a Temporary Construction Easement Area #6, Approximately 11,597 Sq. Ft. or 0.266 Acres as shown on the plat titled, Easement Plat, Part of the Property of Martin Marietta Materials, Inc. dated January 6, 2020 by the City of Concord Engineering Department and is recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_, Cabarrus County Registry.

The property rights described herein are subject to all existing rights-of-way, easements, protective covenants, utilities, and restrictions of record.

The Grantor by the execution of this instrument, acknowledges that the plans for the above referenced project as it affects its remaining property has been fully explained to its authorized representative, and does hereby release the Grantee, its successors, and assigns from any and all claims for damages resulting from the construction of said project or from the past, present or future use of said premises herein conveyed for any purpose for which the said Grantee is authorized by law to subject the same.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever.

The Grantee agrees to install a 6-foot chainlink fence between the easements areas and the private property of Grantor. Such installation shall begin as soon as possible and not later than 90 days following the recordation of this easement. In no event shall the greenway be opened to the public unless the fence is fully installed. The Grantee agrees to maintain the fence and repair any portions that fall into disrepair. Grantee's maintenance responsibilities shall end, and the fence shall become the sole property and responsibility of Grantor, on June 1, 2022.

This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular time frame.

This property right may be assigned by the Grantee, or its successors.

The Grantor shall have the right to use the above-described property for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles, wiring or another infrastructure within such the property; make any use of the facilities installed, buried, erected, or constructed thereon, 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 \_\_\_\_\_, 2020.

MARTIN MARIETTA MATERIALS, INC.,  
A North Carolina municipal corporation

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

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County of \_\_\_\_\_, State of North Carolina, certify that \_\_\_\_\_, (Name of Signatory) personally came before me this day and acknowledged that he/she is the \_\_\_\_\_ (Title) of Martin Marietta Materials, Inc., a North Carolina Corporation, and that by the authority duly given and as the act of such entity, they signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and notary seal or stamp, this the \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

[SEAL]

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

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

**NORTH CAROLINA NON-WARRANTY DEED**

Excise Tax: \$0.00

Parcel Identifier No. P/O 4599-45-6349\_ Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Grantee \_\_\_\_\_

This instrument was prepared by: VaLerie Kolczynski, City Attorney \_\_\_\_\_

Brief description for the Index: \_\_\_\_\_

THIS DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

GRANTOR	GRANTEE
CITY OF CONCORD, a North Carolina municipal corporation  Address: PO Box 308 Concord, NC 28026-0308	MARTIN MARRIETTA MATERIALS, INC. a North Carolina corporation  Address: 2710 Wycliff Road Raleigh, NC 27607

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Concord, No. Two (2) Township, Cabarrus County, North Carolina and more particularly described as follows:

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a PORTION OF an existing permanent public easement as conveyed to the City of Concord by Martin Marietta Materials, Inc. by an easement recorded in Deed Book 12852, Page 131 and is labeled as "Existing Permanent Public Greenway Easement Area #1 To Be Abandoned, Approximately 12,015 Sq. Ft. or 0.276 Acres" as shown on Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a PORTION OF an existing permanent public easement as conveyed to the City of Concord by Martin Marietta Materials, Inc. by an easement recorded in Deed Book 12852, Page 131 and is labeled as "Existing Permanent Public Greenway Easement Area #2 To Be Abandoned, Approximately 12,602 Sq. Ft. or 0.289 Acres" as shown on Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a PORTION OF an existing permanent public easement as conveyed to the City of Concord by Martin Marietta Materials, Inc. by an easement recorded in Deed Book 12852, Page 131 and is labeled as "Existing Permanent Public Greenway Easement Area #3 To Be Abandoned,

Approximately 22,727 Sq. Ft. or 0.522 Acres” as shown on Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a PORTION OF an existing temporary construction easement as conveyed to the City of Concord by Martin Marietta Materials, Inc. by an easement recorded in Deed Book 12852, Page 131 and is labeled as “Existing Temporary Construction Easement Area #1 To Be Abandoned, Approximately 6,187 Sq. Ft. or 0.142 Acres” as shown on Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a PORTION OF an existing temporary construction easement as conveyed to the City of Concord by Martin Marietta Materials, Inc. by an easement recorded in Deed Book 12852, Page 131 and is labeled as “Existing Temporary Construction Easement Area #2 To Be Abandoned, Approximately 5,828 Sq. Ft. or 0.134 Acres” as shown on Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a PORTION OF an existing temporary construction easement as conveyed to the City of Concord by Martin Marietta Materials, Inc. by an easement recorded in Deed Book 12852, Page 131 and is labeled as “Existing Temporary Construction Easement Area #3 To Be Abandoned, Approximately 6,301 Sq. Ft. or 0.145 Acres” as shown on Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a PORTION OF an existing temporary construction easement as conveyed to the City of Concord by Martin Marietta Materials, Inc. by an easement recorded in Deed Book 12852, Page 131 and is labeled as “Existing Temporary Construction Easement Area #4 To Be Abandoned, Approximately 6,301 Sq. Ft. or 0.145 Acres” as shown on Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a PORTION OF an existing temporary construction easement as conveyed to the City of Concord by Martin Marietta Materials, Inc. by an easement recorded in Deed Book 12852, Page 131 and is labeled as “Existing Temporary Construction Easement Area #5 To Be Abandoned, Approximately 11,258 Sq. Ft. or 0.258 Acres” as shown on Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the Cabarrus County Registry.

Lying and being in Township No 2, City of Concord, Cabarrus County, North Carolina and being a PORTION OF an existing temporary construction easement as conveyed to the City of Concord by Martin Marietta Materials, Inc. by an easement recorded in Deed Book 12852, Page 131 and is labeled as “Existing Temporary Construction Easement Area #6 To Be Abandoned, Approximately 11,498 Sq. Ft. or 0.264 Acres” as shown on Map Book \_\_\_\_\_, Page \_\_\_\_\_ of the Cabarrus County Registry.

The Concord City Council has authorized the abandonment and conveyance of the above described real property rights to the Grantee by Resolution dated \_\_\_\_\_, 2020 and as recorded in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Cabarrus County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 12852, at Page 131.

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

A map showing the above described property is recorded in Map Book 74, at Pages 6-9 & Map Book \_\_\_\_\_, at Pages \_\_\_\_\_.

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

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

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

CITY OF CONCORD,  
a North Carolina municipal corporation

By: \_\_\_\_\_  
William Dusch, Mayor

ATTESTED:

By: \_\_\_\_\_ [SEAL]  
Kim J. Deason, City Clerk

---

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 instrument was signed in its name by William Dusch, as its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

My commission expires: \_\_\_\_\_

[SEAL]

OFFER TO PURCHASE AND CONTRACT  
FOR THE EXCHANGE OF REAL PROPERTY

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, The City of Concord ("City") offers to exchange of greenway easements and temporary construction easement rights with Martin Marietta Materials, Inc., a North Carolina corporation ("Martin Marietta") on the terms and conditions of this Offer to Purchase and Contract for the Exchange of Real Property and any addendum or modification made in accordance with its terms (together the "Contract").

On July 14, 2017, Martin Marietta conveyed to the City, permanent greenway easements and temporary construction easements located on a portion of property identified as PIN 4599-45-6349, as evidenced in Deed Book 12582, at Page 131-143 of the Cabarrus County Registry for the Hector Henry Greenway ("Greenway") for the purchase price of \$20,000.00.

Additional evaluation of the site by the City has determined that the permanent and temporary easements conveyed by Martin Marietta to the City are not suitable to the construction and maintenance of the Greenway and associated appurtenances; specifically the construction of the required fencing.

The City is proposing to exchange greenway easements and temporary property rights for the purpose of acquiring new permanent and temporary easement rights from Martin Marietta, valued at \$20,000.00, and is more specifically shown on **Exhibit A, Pages 1-\_\_\_\_\_ (the Abandoned Easements).**

Martin Marietta would convey alternative permanent and temporary easement rights, located on a portion of property identified as PIN 4599-45-6349, to the City for the construction and maintenance of the Greenway, valued at \$20,000.00 and is more specifically shown on **Exhibit A, Pages 1-\_\_\_\_\_ (the Alternative Easements).**

The City would pay Martin Marietta one-hundred fifty dollars and no cents (\$150.00) for the conveyance of the Alternative Easements.

The City will abandon the Abandoned Easements and convey all rights to the Abandoned Easements back to Martin Marietta by Nonwarranty Deed. Martin Marietta will convey the Alternative Easements to the City by Deed of Easement.

The City Attorney will prepare the closing documents at no cost to Martin Marietta.

The exchange of permanent greenway easements and temporary construction easements shall take place on or before \_\_\_\_\_, 2020.

This the \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

CITY OF CONCORD,  
A North Carolina municipal corporation

\_\_\_\_\_  
Lloyd Wm. Payne, Jr.  
City Manager

ATTEST:

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

(SEAL)

OFFER TO PURCHASE AND CONTRACT  
FOR THE EXCHANGE OF REAL PROPERTY

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, The City of Concord ("City") offers to exchange of greenway easements and temporary construction easement rights with Martin Marietta Materials, Inc., a North Carolina corporation ("Martin Marietta") on the terms and conditions of this Offer to Purchase and Contract for the Exchange of Real Property and any addendum or modification made in accordance with its terms (together the "Contract").

On July 14, 2017, Martin Marietta conveyed to the City, permanent greenway easements and temporary construction easements located on a portion of property identified as PIN 4599-45-6349, as evidenced in Deed Book 12582, at Page 131-143 of the Cabarrus County Registry for the Hector Henry Greenway ("Greenway") for the purchase price of \$20,000.00.

Additional evaluation of the site by the City has determined that the permanent and temporary easements conveyed by Martin Marietta to the City are not suitable to the construction and maintenance of the Greenway and associated appurtenances; specifically the construction of the required fencing.

The City is proposing to exchange greenway easements and temporary property rights for the purpose of acquiring new permanent and temporary easement rights from Martin Marietta, valued at \$20,000.00, and is more specifically shown on Exhibit A, Pages 1-\_\_\_\_\_ (the Abandoned Easements).

Martin Marietta would convey alternative permanent and temporary easement rights, located on a portion of property identified as PIN 4599-45-6349, to the City for the construction and maintenance of the Greenway, valued at \$20,000.00 and is more specifically shown on Exhibit A, Pages 1-\_\_\_\_\_ (the Alternative Easements).

The City would pay Martin Marietta one-hundred fifty dollars and no cents (\$150.00) for the conveyance of the Alternative Easements.

The City will abandon the Abandoned Easements and convey all rights to the Abandoned Easements back to Martin Marietta by Nonwarranty Deed. Martin Marietta will convey the Alternative Easements to the City by Deed of Easement.

The City Attorney will prepare the closing documents at no cost to Martin Marietta.

The exchange of permanent greenway easements and temporary construction easements shall take place on or before \_\_\_\_\_, 2020.

This the \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

CITY OF CONCORD,  
A North Carolina municipal corporation

\_\_\_\_\_  
Lloyd Wm. Payne, Jr.  
City Manager

ATTEST:

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

(SEAL)

MARTIN MARIETTA MATERIALS, INC.,

A North Carolina municipal corporation

James E. Thompson Jr.

By: James E. Thompson Jr.

Title: Carolina South Region VP/GM

RESOLUTION AUTHORIZING THE ABANDONMENT  
AND EXCHANGE OF REAL PROPERTY RIGHTS

WHEREAS, the City Council of the City of Concord ("City") has proposed the exchange of greenway easements and temporary construction easement rights with Martin Marietta Materials, Inc., a North Carolina corporation ("Martin Marietta"), located at 2710 Wycliff Road, Raleigh, NC 27607-3003; and

WHEREAS, on July 14, 2017, Martin Marietta conveyed to the City, permanent greenway easements and temporary construction easements located on a portion of property identified as PIN 4599-45-6349, as evidenced in Deed Book 12582, at Page 131-143 of the Cabarrus County Registry for the Hector Henry Greenway ("Greenway") for the purchase price of \$20,000.00; and

WHEREAS, additional evaluation of the site has determined that the permanent and temporary easements conveyed by Martin Marietta to the City are not suitable to the construction and maintenance of the Greenway; and

WHEREAS, the City desires to acquire new permanent and temporary easement rights from Martin Marietta, valued at \$20,000.00 and is shown on Exhibit A, Pages 1-3; and

WHEREAS, Martin Marietta desires to convey new permanent and temporary easement rights, located on a portion of property identified as PIN 4599-45-6349, to the City for the construction and maintenance of the Greenway, valued at \$20,000.00 and is shown on Exhibit A, Pages 1-3; and

WHEREAS, the City desires to abandon the permanent greenway easements and temporary construction easements located on a portion of property identified as PIN 4599-45-6349, as evidenced in Deed Book 12582, at Page 131-143 of the Cabarrus County Registry back to Martin Marietta; and

WHEREAS, on February 28, 2020, the City has received an Agreement for Purchase and Sale of Real Property from Martin Marietta detailing the conditions of the exchange of real property, along with a purchase price of \$150.00; and

WHEREAS, the exchange shall take place on or before March 30, 2020.

WHEREAS, North Carolina General Statutes 160A-271, authorizes the City to make such an exchange if authorized by the City by a resolution adopted at a regular meeting of the City upon at least 10 days' notice public notice; and

WHEREAS, the City has given the required public notice, and the City Council is convened in a regular meeting.

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

1. The City Council of the City of Concord authorizes the exchange of real properties described above with Martin Marietta Materials, Inc.
2. The City Council of the City of Concord is authorized to submit payment of \$150.00 to Martin Marietta Materials, Inc. upon the delivery of the easement documents.
3. The City Attorney is directed to take all necessary steps to complete the exchange of the real property.
4. The Mayor is authorized to execute all of the necessary instruments to effectuate the exchange of real property located on PIN 4599-45-6349 in accordance with this resolution.

Adopted this \_\_\_\_\_ Day of March, 2020.

CITY COUNCIL  
CITY OF CONCORD, NORTH CAROLINA

---

William Dusch, Mayor

ATTEST:

---

Kim J. Deason, City Clerk  
(SEAL)

RESOLUTION RELEASING EASEMENT

WHEREAS, a substation easement - 1 was granted in Deed Book 1351 Page 213 and shown on Plat Book 65 Page 12 in the Cabarrus County Registry; and

WHEREAS, the property owners request abandonment of said easement since it is no longer needed for City electric operations and the Water and Sewer Authority could use it for their purposes ;and

WHEREAS, the release of the portion of said easement would not be contrary to the public interest;

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

1. That the utility easement described as Substation Easement -1 recorded in Deed Book 1351 Page 213 and more particularly shown outlined in red on Exhibits "A" is hereby ordered abandoned, and all rights and interest of the City are released.
2. The City's property rights in the released portion easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to the property owner's of record.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

Adopted this 12<sup>th</sup> day of March 2020.

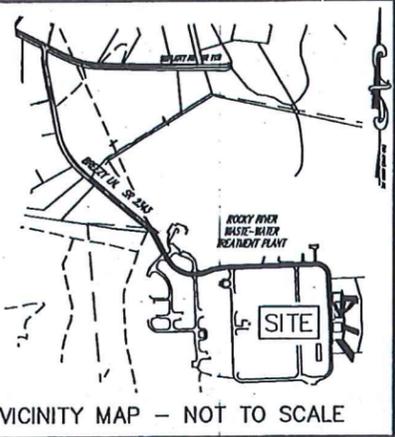
CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

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

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





CERTIFICATE OF PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE REGULATIONS.

2/3/14  
DATE

*Marion Pearson (W&A)*  
DIRECTOR OF DEVELOPMENT SERVICES

PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

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

DATE: 11/8/13

REVIEW OFFICER: Greg D. Belk

NOTES :

- PROPERTY IDENTIFICATION NUMBER - PIN 5620-66-9315.
- TAX MAP IDENTIFICATION NUMBER #12-02B-0097.00.
- REFERENCES - DEED BOOK 2984, PAGE 210 and MAP BOOK 36, PAGE 41.
- SUBJECT PROPERTY IS ZONED - C-2.
- ALL DISTANCES ARE HORIZONTAL GROUND DIMENSIONS IN US SURVEY FEET (UNLESS OTHERWISE NOTED).
- AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
- SURVEY BASED ON EXISTING MARKERS FOUND AT SITE AND DEED DESCRIPTION.
- THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AREA, AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710562000J, EFFECTIVE DATE NOVEMBER 5, 2008.
- THE PURPOSE OF THIS SURVEY IS TO CREATE A PLAT SUITABLE FOR RECORDATION IN THE CABARRUS COUNTY LAND RECORDS IN COMPLIANCE WITH THE NORTH CAROLINA GENERAL STATUTE 47-30 MAPPING REQUIREMENTS.
- THIS SURVEY IS INTENDED TO SHOW THE EXISTING IMPROVEMENTS TO THE SUBJECT PROPERTY, AND TO CALCULATE THE AREA BEING DESCRIBED AS "PROPERTY TAKEN" AS MAY BE NECESSARY TO DETERMINE COMPENSATION RELATED TO AN EMINENT DOMAIN LITIGATION CASE.
- THIS IS A BOUNDARY SURVEY OF AN EXISTING PARCEL OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.
- THIS SURVEY WAS PREPARED BASED ON NC STATE GRID DATUM (NAD 83).

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, CABARRUS COUNTY

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

I FURTHER CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 20th DAY OF AUGUST, A.D., 2013.

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



CITY OF CONCORD ENGINEERING DEPARTMENT  
850 WARREN C. COLEMAN BOULEVARD  
CONCORD, NC 28026-0308  
PHONE: 704-920-5420 FAX: 704-786-4521

Line #	Direction	Length
L1	S 84° 26' 21" E	36.36'
L2	S 31° 49' 04" E	107.43'
L3	N 72° 16' 54" E	19.70'
L4	N 69° 44' 15" E	61.73'
L5	N 87° 54' 41" E	209.81'
L6	N 88° 48' 25" E	114.99'
L7	S 02° 03' 09" E	101.76'
L8	S 01° 30' 24" E	39.82'
L9	N 88° 29' 36" E	15.29'
L10	S 01° 36' 23" E	15.00'
L11	S 88° 29' 36" W	15.32'
L12	S 01° 30' 24" E	62.12'
L13	N 72° 57' 20" W	26.21'
L14	N 33° 47' 51" W	30.42'
L15	N 32° 08' 16" W	32.77'
L16	S 84° 56' 00" W	14.62'
L17	S 51° 27' 49" W	25.03'
L18	S 41° 09' 59" W	36.06'
L19	S 88° 04' 17" E	20.14'
L20	S 01° 34' 17" E	18.58'
L21	S 41° 09' 59" W	37.41'
L22	S 51° 27' 49" W	26.37'
L23	S 84° 56' 00" W	14.01'
L24	N 32° 08' 16" W	33.63'
L25	N 33° 47' 51" W	30.79'
L26	N 72° 57' 20" W	20.59'
L27	S 01° 30' 24" E	15.82'
L28	S 01° 30' 24" E	9.02'
L29	S 02° 50' 12" E	103.74'
L30	S 30° 36' 52" W	5.40'
L31	S 02° 23' 27" E	176.47'
L32	S 89° 22' 04" E	1.37'
L33	S 01° 41' 09" E	33.76'
L34	S 89° 22' 04" E	31.34'
L35	S 89° 22' 04" E	53.71'
L36	N 89° 22' 04" W	86.43'
L37	N 14° 26' 59" E	10.06'
L39	N 08° 56' 37" E	125.35'
L39	S 12° 52' 20" W	64.58'

Line #	Direction	Length
L40	N 37° 51' 41" W	223.00'
L40	N 37° 51' 41" W	223.00'
L41	N 01° 36' 23" W	76.43'
L42	S 88° 04' 36" W	76.57'
L43	N 88° 04' 36" E	3.38'
L44	N 02° 08' 48" W	46.36'
L45	N 87° 46' 11" E	18.58'
L46	S 88° 04' 17" E	108.33'
L47	S 15° 41' 37" E	25.68'
L48	S 01° 34' 17" E	5.53'
L49	N 88° 04' 17" W	82.49'
L50	S 08° 56' 37" W	141.86'
L51	S 89° 14' 38" W	30.44'
L52	S 89° 14' 38" W	14.58'
L53	S 00° 00' 00" E	32.16'
L54	S 01° 34' 17" E	27.82'
L55	S 12° 52' 20" W	4.38'
L56	S 00° 00' 00" E	24.75'
L57	S 14° 26' 59" W	69.12'
L58	S 89° 14' 38" W	58.91'
L59	N 89° 14' 38" E	103.92'
L60	N 30° 36' 52" E	13.98'
L61	N 02° 04' 28" W	40.78'
L62	N 02° 03' 09" W	102.20'
L62	S 02° 04' 28" E	40.78'
L63	S 87° 50' 58" W	25.34'
L64	S 88° 48' 23" W	115.63'
L65	S 87° 54' 41" W	209.72'
L66	S 69° 44' 51" W	62.61'
L67	S 72° 16' 54" W	20.83'
L68	N 31° 49' 04" W	110.39'
L69	N 26° 10' 08" W	68.96'
L70	N 33° 10' 33" W	7.59'
L71	S 51° 44' 32" E	61.61'
L72	S 38° 30' 03" W	29.01'

Curve #	Radius	Length	Chord Direction	Chord Length
C1	304.86'	69.98'	S 57° 27' 04" E	69.83'
C2	212.69'	71.26'	S 73° 20' 59" E	70.93'
C3	276.16'	106.86'	N 87° 14' 57" E	106.20'
C4	267.85'	44.43'	N 74° 18' 40" E	44.38'
C5	483.03'	74.40'	N 83° 28' 34" E	74.33'
C6	117.52'	186.36'	S 45° 04' 35" E	167.44'
C7	23.34'	15.98'	N 49° 48' 09" W	15.67'
C8	7.72'	7.83'	N 72° 25' 02" W	7.50'
C9	26.79'	7.65'	S 76° 45' 17" W	7.62'
C10	90.22'	27.16'	S 59° 57' 05" W	27.06'
C11	222.47'	37.19'	S 45° 57' 21" W	37.15'
C12	30.00'	11.47'	S 61° 42' 11" W	11.40'
C13	15.00'	23.69'	N 84° 00' 03" W	21.31'
C14	207.47'	34.69'	S 45° 57' 21" W	34.65'
C15	105.22'	31.66'	S 59° 57' 23" W	31.54'
C16	41.79'	11.93'	S 76° 45' 17" W	11.89'
C17	22.72'	23.84'	N 68° 44' 10" W	22.76'
C18	8.34'	5.72'	N 47° 23' 45" W	5.60'
C19	92.52'	146.87'	N 44° 49' 09" W	131.93'
C20	458.03'	70.55'	S 83° 28' 34" W	70.48'
C21	242.85'	40.28'	S 74° 18' 40" W	40.24'
C22	301.16'	117.12'	S 87° 08' 25" W	116.39'
C23	237.69'	79.30'	N 73° 19' 23" W	78.93'
C24	329.86'	76.73'	N 57° 21' 10" W	76.56'
C25	693.57'	188.48'	N 34° 17' 32" W	187.90'



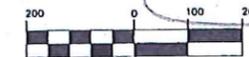
SHEET 2 of 2

EASEMENT PLAT  
PART OF THE PROPERTY OF  
WATER AND SEWER  
AUTHORITY OF  
CABARRUS COUNTY

DEED BOOK 1351, PAGE 213; PIN: 5547-06-4548

TAX ID # 11-060-0013.10  
# 11 TOWNSHIP CABARRUS COUNTY  
CONCORD, NORTH CAROLINA

SCALE 1" = 200' DATE: AUGUST 20, 2013  
PREPARED BY: DMM CHECKED BY: JC



1 INCH = 200 FT.

REVISIONS:	NO.	DATE	DESCRIPTION

FILED Feb 17, 2014 03:04 pm  
BOOK 00085  
PAGE 0013 THRU 0013  
INSTRUMENT # 03083  
EXCISE TAX 0.00

FILED  
CABARRUS  
COUNTY NC  
WAYNE NIXON  
REGISTER  
OF DEEDS

CAPITAL PROJECT ORDINANCE

**Water Projects-Poplar Tent**

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 and amended are the Poplar Tent Project.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

<b>Account</b>	<b>Title</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>(Decrease) Increase</b>
8700-5811322				
8700-5811322	Poplar Tent Waterline	\$3,888,000	\$3,929,640	\$41,640
8700-5811082				
8700-5811082	Future Water Projects	\$735,202	\$693,562	(\$41,640)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the 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 5. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 6. 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 12th day of March, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

<b>Firm Name</b>	<b>S Preston Douglas</b>	<b>Martin Starnes</b>	<b>Thompson Price</b>	<b>Scott Adams</b>	<b>Elliott Davis</b>	<b>Potter &amp; Company</b>	<b>RSM</b>	<b>Mauldin &amp; Jenkins</b>	<b>Cherry Bekaert</b>
<b>FY20 Audit fee</b>	\$ 45,000	\$ 50,500	\$ 52,500	\$ 52,500	\$ 53,500	\$ 55,500	\$ 57,000	\$ 68,750	\$ 69,000
<b>FY21 Audit fee</b>	\$ 46,375	\$ 52,025	\$ 52,500	\$ 52,500	\$ 54,250	\$ 56,750	\$ 58,700	\$ 68,750	\$ 71,000
<b>FY22 Audit fee</b>	\$ 47,000	\$ 52,025	\$ 52,500	\$ 52,500	\$ 55,000	\$ 58,000	\$ 60,400	\$ 70,250	\$ 73,000
<b>FY23 Audit fee</b>	\$ 47,000	\$ 53,600	\$ 52,500	\$ 52,500	\$ 55,750	\$ 59,500	\$ 62,200	\$ 71,500	\$ 75,000
<b>FY24 Audit fee</b>	\$ 47,000	\$ 53,600	\$ 52,500	\$ 52,500	\$ 56,500	\$ 61,000	\$ 64,100	\$ 73,500	\$ 77,000
	<u>\$ 232,375</u>	<u>\$ 261,750</u>	<u>\$ 262,500</u>	<u>\$ 262,500</u>	<u>\$ 275,000</u>	<u>\$ 290,750</u>	<u>\$ 302,400</u>	<u>\$ 352,750</u>	<u>\$ 365,000</u>
<b>First Concord 990 fee</b>	\$80-\$135/hour	included in above		\$125/hour	included in above	included in above	\$125/hour	included in above	included in above
<b>Fee structure for HUD report</b>	\$80-\$135/hour	included in above		\$125/hour	\$85-\$275/hour	\$40-\$155/hour	\$125/hour	\$1,500-\$3,000	\$ 1,500

ORD.

GRANT PROJECT ORDINANCE  
FY 2020 CAPITAL FUND GRANT  
PROJECT NC20P008501-20

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

SECTION 1. The project authorized is the Capital Fund grant, which is a program to assist the Housing Department in carrying out development, capital and management activities in order to ensure that the program continues to service low-income families.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the U.S. Department of Housing and Urban Development.

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

2020 CFP Revenue	692-4703307	\$ 354,993
	692-4703307	

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

General Capital Activity	9211-5800290	\$ 288,543
	9211-5800290	
Operations	9211-5800250	\$ 66,450
	9211-5800250	
Total		\$ 354,993

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 12<sup>th</sup> day of March 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William Dusch, Mayor

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

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



# Deer Urban Archery Season Renewal Form

(January 9 - February 14, 2021)

January 31, 2020

Please update any contact information that is not correct

City of Concord  
Gary J. Gacek, Chief of Police  
PO Box 308  
Concord, NC 28026-0308

Name of Representative:	_____
Address:	_____
City:	_____ Zip Code: _____
Email Address:	_____
Phone Number:	_____

Do you wish to participate in the 2021 Deer Urban Archery Season (January 9 – February 14, 2021)

Yes  No

It is Wildlife Management policy to provide a complete list of participating municipalities to the hunting public in the Regulations Digest. Please indicate the phone number and/ or website to be listed in the 2020-2021 Inland Fishing, Hunting, and Trapping Regulations Digest (Please Print)

Phone Number: 704-920-5000

Website: www.concordnc.gov

Are there any changes to the map submitted with your participation letter? Yes  No

If "Yes", please attached a new map to this form. (No larger than 11"X17")

Please print and sign the name of the representative for the City of Concord.

Name of Representative: Gary J. Gacek

Signature:

Thank you for your interest in the management of our state's wildlife resources. Please complete and return this form by mail to:

Shauna Glover, Program Support  
Wildlife Management Division  
1722 Mail Service Center  
Raleigh, NC 27699-1700

Or email: [shauna.glover@ncwildlife.org](mailto:shauna.glover@ncwildlife.org)

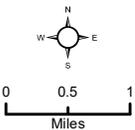
Brad Howard  
Chief, Wildlife Management Division  
(919) 707-0050

**Applications must be received by April 1, 2020 to be a part of the Deer Urban Archery Season**

# City of Concord Urban Archery Map 2020



- Legend**
- Urban Archery Possible
  - Urban Archery Restricted
  - Interstate
  - NC Hwy
  - US Hwy
  - City of Concord



**Map Disclaimer**  
The red and green areas comprise the City of Concord city limits. This map shows the possible archery hunting areas in green. This map combines parcels 2 acres in size or greater and a 250 foot wide buffer around structures and roads. For more specific regulations, refer to the Concord Code of Ordinances (Section 42-5) and the hunting regulations and laws published by the NC Wildlife Resources Commission.

These maps and products are designed for general reference only, and data contained herein is subject to change. The City of Concord makes no warranty of merchantability or fitness for any purpose, express or implied, and assumes no legal responsibility for the information contained therein. Data used is from multiple sources - with various scales and accuracies. Additional research, such as field assessments may be needed to determine actual boundaries and conditions.

City of Concord, NC

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 26<sup>th</sup> day of February, 2020, by M & K Land, LLC, a North Carolina limited liability company, whose principal address is 16824 Green Dolphin Lane, Cornelius, NC 28031 (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: 400 Woodhaven Place, Concord, NC, Cabarrus County Property Identification Number (PIN): 4690-67-1034. It being the land conveyed to Grantor by deeds recorded in Book and Page 12586/272 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, including a Dry Extended Detention Basin and a Sand Filter, 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 Access & Maintenance Easement” and labeled “SCM Access and Maintenance Easement 102587.27 sf 2.355 AC”**, 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 Access & Maintenance Easement” and labeled “SCM Access & Maintenance Easement 102587.27 sf 2.355 AC Acres”** and ultimately across adjacent property also shown on the attached **Exhibit “A” titled “SCM Access & Maintenance Easement” and labeled “Offsite SCM Access & Maintenance Easement 927.64 sf 0.021 AC”**, as referred to by that certain **Permanent Public Utility and Access Easement (Over Portion of Concord Apartments, LLC Property) dated \_\_\_\_\_, 2020, filed in Deed Book \_\_\_\_\_ and Page \_\_\_\_\_**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of 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 Dry Extended Detention Basin Inspection and Maintenance Plan and 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 agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree 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 Dry Extended Detention Basin Inspection and Maintenance Plan and the Sand Filter Inspection and Maintenance Plan.

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 Plans 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, CDO, the Concord Manual or approved Inspection and Maintenance Plans, the City of Concord may perform (but is not obligated to perform) such work as 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 \_\_\_\_\_, 2020 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.

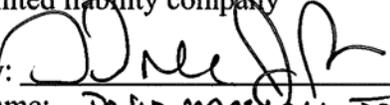
THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF \_\_\_\_\_, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

**GRANTOR:**

M & K Land, LLC, a North Carolina  
limited liability company

By:   
Name: DAVID MARSHALL JONES  
Title: MEMBER - MANAGER

**GRANTEE:**

City of Concord, a municipal corporation

By: \_\_\_\_\_  
Lloyd Payne, City Manager

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk  
[SEAL]

APPROVED AS TO FORM

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

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Sarah M Pope, a Notary Public of the aforesaid County and State, do hereby certify that David Marshall Jones personally appeared before me this day and acknowledged that he/she is the member & manager of M & K Land, LLC, a North Carolina limited liability company and that he/he as grantor, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 26 day of February, 2020

**SARAH M POPE**  
Notary Public  
Mecklenburg Co., North Carolina  
My Commission Expires Feb. 15, 2023

[Signature]  
Notary Public  
My commission expires: 2/15/2023

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_





### Dry Extended Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does  does not

incorporate a vegetated filter at the outlet.

This system (check one):

does  does not

incorporate pretreatment other than a forebay.

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

After the dry extended detention basin is established, it will be inspected **once a quarter and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the dry extended detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.

<b>SCM element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The inlet device: pipe or swale</b>	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b>The forebay</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred or riprap is displaced.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying.
<b>The main treatment area</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.
	Water is standing more than 5 days after a storm event.	Check outlet structure for clogging. If it is a design issue, consult an appropriate professional.
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).

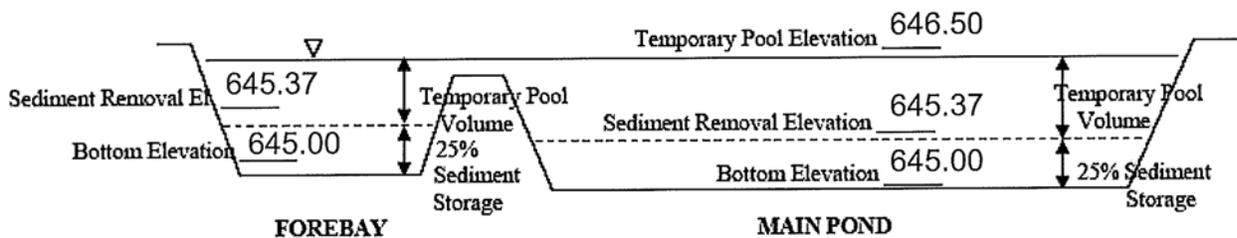
SCM element:	Potential problem:	How I will remediate the problem:
<b>The embankment</b>	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.
	Grass cover is unhealthy or eroding.	Restore the health of the grass cover – consult a professional if necessary.
	Signs of seepage on the downstream face.	Consult a professional.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
<b>The outlet device</b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads 1.13 feet in the main pond, the sediment shall be removed.

When the basin depth reads 1.13 feet in the forebay, the sediment shall be removed.

**BASIN DIAGRAM**  
(fill in the blanks)





### Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
<b>The entire SCM</b>	Trash/debris is present.	Remove the trash/debris.
<b>The adjacent pavement (if applicable)</b>	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
<b>The perimeter of the sand filter</b>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b>The flow diversion structure</b>	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

<b>The pretreatment area</b>	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

<b>SCM element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The filter bed and underdrain collection system</b>	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
<b>The outflow spillway and pipe</b>	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

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 10<sup>th</sup> day of February, 2020, by Park View Estates, LLC, a North Carolina limited liability company, whose principal address is 19 Franklin Ave., Concord, NC 28025 (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 MEASURE (SCM), 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: 5025 & 5175 Rocky River Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 5528-45-5240. It being the land conveyed to Grantor by deeds recorded in Book and Page 11352/303 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 a Dry Extended Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii) Grantor’s dedication of a

non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

**WHEREAS**, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

**WHEREAS**, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "Park View Estates, Phase 3, Map 2" and labeled "Utility & SCM Maintenance Easement 19423.34 sf 0.446 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 across that portion of the Property shown on the attached **Exhibit "A" titled "Park View Estates, Phase 3, Map 2" and labeled "12' Access Esm't 97.14", "Falls Lake Drive SW – 60' Public R/W", "Raven Rock Place SW – 50' Public R/W" and "Hearth Lane SW – 60' Public R/W"** 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 Easement 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 Dry Extended Detention Basin Inspection and Maintenance 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 agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree 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 Easement are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easement shall be maintained by Grantor as described in “**Exhibit B**”, the Dry Extended Detention Basin Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCM and all components and structures related to the SCM functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor are 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 Plans 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, CDO, the Concord Manual or approved Inspection and Maintenance Plans, the City of Concord may perform (but is not obligated to perform) such work as 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 Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCM, 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 Easement, 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 Easement and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB \_\_\_\_\_ PG\_\_\_\_.”** shall be inserted by 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 Measure (SCM), Access Easement and Maintenance Agreement dated February 10, 2020 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 EASEMENT AND ACCEPTED THE SCM EASEMENT AT THEIR MEETING OF \_\_\_\_\_, 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:**

Park View Estates, LLC,  
a North Carolina limited liability company

By:   
Robert W. Nixon, Manager/Member

**GRANTEE:**

City of Concord, a municipal corporation

By: \_\_\_\_\_  
Lloyd Payne, City Manager

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk  
[SEAL]

APPROVED AS TO FORM

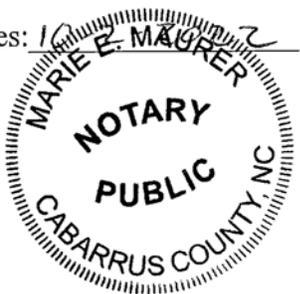
\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

STATE OF NC  
COUNTY OF Cabarrus

I, Marie E. Maurer, a Notary Public of the aforesaid County and State, do hereby certify that Robert W. Nixon personally appeared before me this day and acknowledged that he/she is the Manager/Member of Park View Estates, LLC, a North Carolina limited liability company, and that he/he as Manager, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 10<sup>th</sup> day of February, 2020

Marie E. Maurer  
Notary Public  
My commission expires: 10/2/2022



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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_





## Dry Extended Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The dry extended detention basin system is defined as the dry detention basin, outlet structure, pretreatment including forebays and the vegetated filter if one is provided.

This system (*check one*):

does  does not incorporate a vegetated filter at the outlet.

This system (*check one*):

does  does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- The drainage area will be managed to reduce the sediment load to the dry extended detention basin.
- Immediately after the dry extended detention basin is established, the vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- No portion of the dry extended detention pond will be fertilized after the first initial fertilization that is required to establish the vegetation.
- I will maintain the vegetation in and around the basin at a height of approximately six inches.
- Once a year, a dam safety expert will inspect the embankment.

After the dry extended detention basin is established, it will be inspected **once a quarter and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the dry extended detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.

<b>SCM element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The inlet device: pipe or swale</b>	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b>The forebay</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred or riprap is displaced.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticides are used, wipe them on the plants rather than spraying.
<b>The main treatment area</b>	Sediment has accumulated and reduced the depth to 75% of the original design depth (see diagram below).	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM. Revegetate disturbed areas immediately with sod (preferred) or seed protected with securely staked erosion mat.
	Water is standing more than 5 days after a storm event.	Check outlet structure for clogging. If it is a design issue, consult an appropriate professional.
	Weeds and noxious plants are growing in the main treatment area.	Remove the plants by hand or by wiping them with pesticide (do not spray).

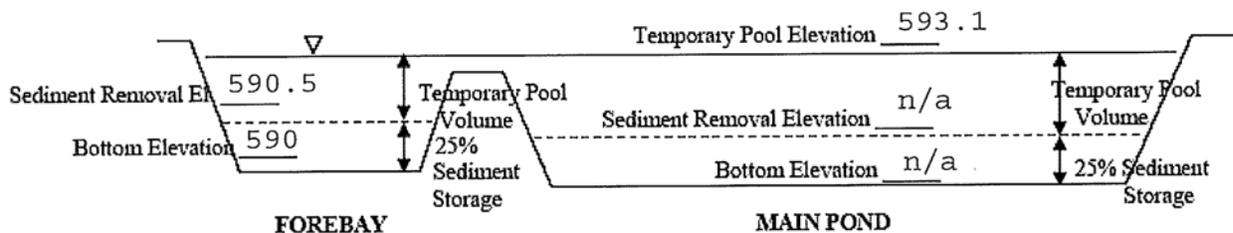
SCM element:	Potential problem:	How I will remediate the problem:
<b>The embankment</b>	Shrubs or trees have started to grow on the embankment.	Remove shrubs or trees immediately.
	Grass cover is unhealthy or eroding.	Restore the health of the grass cover – consult a professional if necessary.
	Signs of seepage on the downstream face.	Consult a professional.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
<b>The outlet device</b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the basin depth reads n/a feet in the main pond, the sediment shall be removed.

When the basin depth reads 590 . 5 feet in the forebay, the sediment shall be removed.

**BASIN DIAGRAM**  
(fill in the blanks)





**MEMORADUM**

DATE: Thursday, February 27, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Lantana Subdivision PH 4 MP 1  
 PROJECT NUMBER: 2016-025  
 DEVELOPER: Shea Investment Fund III, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 4-31, 51-63  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, March 12, 2020  
 ONE-YEAR WARRANTY DATE: Friday, March 12, 2021

Water Infrastructure	Quantity
8-inch in LF	1671.00
8-inch Valves	1
Hydrants	4

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1127.00
Manholes as EA	11



**MEMORADUM**

DATE: Tuesday, February 25, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Allen Mills Phase 2 PH 2 MP 2  
 PROJECT NUMBER: 2018-043  
 DEVELOPER: M/I Homes of Charlotte, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 203 - 218, 260 - 274, 281 - 287, 313 - 348, 462 - 466  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, March 12, 2020  
 ONE-YEAR WARRANTY DATE: Friday, March 12, 2021

Water Infrastructure	Quantity
8-inch in LF	4029.00
8-inch Valves	16
2-inch Valves	2
Hydrants	7

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	3454.00
Manholes as EA	15



**MEMORADUM**

DATE: Monday, February 17, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Roberta Crossing  
 PROJECT NUMBER: 2014-044  
 DEVELOPER: R2 Development  
 COUNCIL ACCEPTANCE DATE: Thursday, March 12, 2020  
 ONE YEAR WARRANTY DATE: Thursday, March 11, 2021

Street	Length	ROW width	Plat
Roberta Crossing DR. SW	470.00	50.00	PH 1 MP 1
Richardson WY. SW	100.00	50.00	PH 1 MP 1
Roberta Crossing DR. SW	234.00	50.00	PH 2 MP 1
Greenberry DR. SW	132.00	50.00	PH 2 MP 1

PLAT REVIEW OFFICER CERTIFICATE

STATE OF NORTH CAROLINA  
 CABARRUS COUNTY  
 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 (PDS) REVIEW OFFICER  
 DATE 06/13/2017

FILED Jun 13, 2017 03:14 pm  
 BOOK 00073  
 PAGE 0081 THRU 0081  
 INSTRUMENT # 14870  
 EXCISE TAX \$0.00

FILED  
 CABARRUS  
 COUNTY NC  
 WAYNE NIXON  
 REGISTER  
 OF DEEDS

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS  
 CITY OF CONCORD

ROBERTA CROSSING  
 NAME OF SUBDIVISION  
 ROBERTA CROSSING DRIVE, RICHARDSON WAY, GREENBERRY DRIVE  
 NAME OF STREETS IN SUBDIVISION  
 RIVER ROCK CONSTRUCTION NC 1, 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]  
 REGISTERED PROFESSIONAL ENGINEER  
 REGISTRATION NO. 016910 DATE 4.12.2017

NORTH CAROLINA  
 COUNTY  
 I, Patricia Lyons A NOTARY PUBLIC  
 PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED  
 THAT DUE EXECUTION OF THE FOREGOING INSTRUMENT,  
JULIE WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 12-DAY OF  
JUNE, 2017.  
 MY COMMISSION EXPIRES: SEPT 13, 2017 NOTARY PUBLIC

PATRICIA LYONS  
 Notary Public, North Carolina  
 Cabarrus County  
 My Commission Expires  
 September 13, 2017

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE ROBERTA CROSSING SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION/ADMINISTRATOR ON June 8th, 2017.  
6/12/17 DATE DEVELOPMENT SERVICES DIRECTOR

CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS.

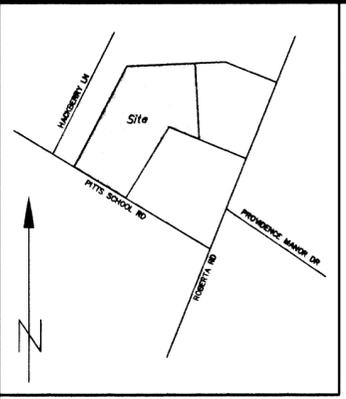
I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.  
6/13/17 DATE [Signature] DIRECTOR OF ENGINEERING

"I, CHRISTOPHER D. FAULK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 12266, PAGE 191; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 21st DAY OF DECEMBER, A.D., 2016.



Christopher D. Faulk  
 PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 3



VICINITY MAP  
 (Not to Scale)

LEGEND

- C.O.S. COMMON OPEN SPACE
- U/E PUBLIC UTILITY EASEMENT
- RF #4 REBAR FOUND
- RS #4 REBAR SET
- R/W RIGHT-OF-WAY
- SF SQUARE FEET
- MB MAP BOOK
- DB DEED BOOK
- PG PAGE
- FS FRONT SETBACK
- RY REAR YARD
- SY SIDE YARD
- PSDE PRIVATE STORM DRAIN EASEMENT
- REBAR SET OR FOUND
- COMPUTED POINT
- COMMON OPEN SPACE
- WETLANDS

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 Feb 9, 2017  
Jim J. Deason CITY CLERK / DATE

NOTES

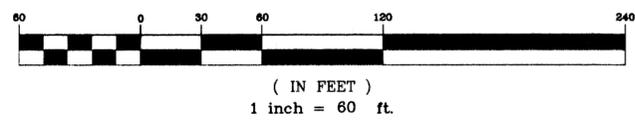
1. AREA CALCULATED BY COORDINATE COMPUTATION.
2. THERE IS A 5' UTILITY EASEMENT THAT RUNS PARALLEL TO THE R/W ACROSS ALL LOTS.
3. USERS OF THIS PLAT MUST SEE SHEET 2 & 3 OF 3
4. ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM CABARRUS COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OR FORMERLY.
5. IRON RODS AT ALL CORNERS UNLESS NOTED.
6. THIS MAP IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AN RESTRICTIVE COVENANTS AND PRELIMINARY PLAN WHICH MAY BE OF RECORD.
7. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES, MEASURED WITH ELECTRONIC MEASURING DEVICES.
8. LOT SUBJECT TO ALL ZONING ORDINANCES OF CITY OF CONCORD.
9. BUILDER/OWNER MUST VERIFY THAT LOT IS IN COMPLIANCE WITH ALL COUNTY AND HOMEOWNERS ASSOCIATION ZONING ORDINANCES PRIOR TO ANY LAND DISTURBANCE OR CONSTRUCTION.
10. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
11. TOTAL AREA THIS PLAT 602,013 SF / 13.82 ACRES  
 AREA IN R/W = 78,209 SF / 1.79 ACRES  
 AREA IN LOTS = 341,400 SF / 7.83 ACRES  
 AREA IN C.O.S. = 182,404 SF / 4.19 ACRES  
 TOTAL LOTS CREATED THIS PLAT = 36  
 ORIGINAL PARCEL #55181413360000
12. UTILITY CONNECTION FEES DUE AT TIME OF ISSUANCE OF RESIDENTIAL ZONING CLEARANCE PERMIT.
13. THIS PLAT IS SUBJECT TO A SANITARY SEWER EASEMENT AS RECORDED AT PLAT BOOK 68 PAGE 30 OF CABARRUS COUNTY PUBLIC REGISTRY.

LINE	BEARING	DISTANCE
L1	N 73°50'37" E	36.17'
L2	N 01°55'04" E	15.54'
L3	N 01°55'04" E	29.79'
L4	S 69°25'40" E	15.00'
L5	S 63°55'52" E	89.38'

AREA DEDICATED AS PUBLIC R/W  
 94,720 SF  
 2.17 ACRES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	525.00'	10.71'	10.71'	S 20°01'12" W	1°10'07"
C2	525.00'	39.19'	39.18'	N 17°17'51" E	4°16'35"
C3	475.00'	64.56'	64.51'	N 19°03'10" E	7°47'14"
C4	30.00'	6.66'	6.64'	S 29°18'17" W	12°43'00"
C5	30.00'	42.10'	38.73'	N 75°51'58" E	80°24'21"
C6	30.00'	42.10'	38.73'	S 23°43'41" E	80°24'21"
C7	30.00'	3.71'	3.71'	N 20°01'13" E	7°05'27"
C8	525.00'	65.92'	65.88'	S 19°58'07" W	7°11'39"
C9	525.00'	11.11'	11.11'	S 15°45'55" W	1°12'44"
C10	475.00'	34.60'	34.59'	S 17°14'46" W	4°10'25"
C11	475.00'	10.54'	10.54'	S 19°58'07" W	1°16'16"

GRAPHIC SCALE



CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I HEREBY CERTIFY THAT I AM THE 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 OWNER 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] DATE 6/12/17

SITE NOTES:

BUILDING SETBACK REQUIREMENTS (MINIMUM) ZONED RV  
 FRONT: 20' FEET  
 SIDE YARD: 7' FEET  
 REAR YARD: 5' FEET

FLOOD NOTE:  
 NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 3710551800J, DATED: NOVEMBER 5, 2008.



METROLINA  
 ENGINEERING &  
 SURVEYING  
 ASSOCIATES

4400-N STUART ANDREW BLVD  
 CHARLOTTE, NC 28217  
 P (704) 334-1325  
 F (704) 334-1330  
 NC-REG-1170 & SC-REG-046

**FINAL PLAT**

AT PROPERTY KNOWN AS  
 ROBERTA CROSSING, PHASE 1 MAP 1  
 PID # 55181413360000  
 DB 12266 PG 191  
 CITY OF CONCORD  
 TOWNSHIP #2, CABARRUS COUNTY, NC  
 FOR: RIVER ROCK CONSTRUCTION NC 1, LLC

Job No.:	Drawn:	Checked:	Date:
021-16-5802	CGS	CDF	12/21/16

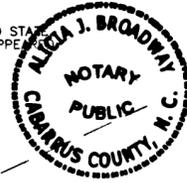
"I, CHRISTOPHER D. FAULK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 12266, PAGE 191; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 21st DAY OF DECEMBER, A.D., 2016.

*Christopher D. Faulk*  
PROFESSIONAL LAND SURVEYOR L-5013



NORTH CAROLINA, CABARRUS COUNTY

I, Alicia J. Broadway A NOTARY PUBLIC FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT Robert Paul Hogan PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 12th DAY OF June, 2017.  
MY COMMISSION EXPIRES May 03, 2021  
*Alicia J. Broadway*  
NOTARY PUBLIC Alicia J. Broadway



CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS  
CITY OF CONCORD

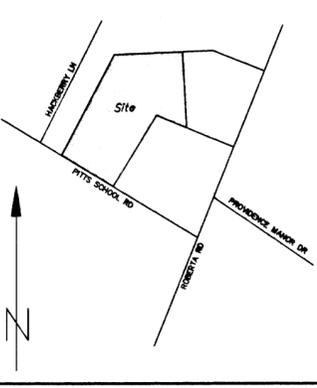
ROBERTA CROSSING  
NAME OF SUBDIVISION  
ROBERTA CROSSING DRIVE, RICHARDSON WAY, GREENBERRY DRIVE  
NAME OF STREETS IN SUBDIVISION  
RIVER ROCK CONSTRUCTION NC 1, LLC  
SUBDIVIDER

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: \_\_\_\_\_  
REGISTERED PROFESSIONAL ENGINEER  
REGISTRATION NO. 016910 DATE 6.12.2017

NORTH CAROLINA COUNTY  
Cabarrus  
I, Patricia Lyons A NOTARY PUBLIC PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 12 DAY OF JUNE, 2017.  
MY COMMISSION EXPIRES: SEPT 13, 2017 NOTARY PUBLIC

PATRICIA LYONS  
Notary Public, North Carolina  
Cabarrus County  
My Commission Expires  
**September 13, 2017**



VICINITY MAP  
(Not to Scale)

LINE	BEARING	DISTANCE
L6	S 20°36'15" W	65.00'
L7	S 20°36'15" W	16.40'
L9	S 88°55'37" E	65.00'
L10	N 88°55'37" W	36.06'
L11	N 20°36'15" E	16.24'
L12	N 20°36'15" E	65.00'
L13	S 20°36'15" W	44.46'
L14	S 20°36'15" W	20.54'
L15	S 26°26'33" W	53.86'
L16	N 48°15'41" E	49.45'
L17	S 73°45'31" W	48.96'
L18	N 88°55'37" W	57.91'
L19	N 88°55'37" W	65.00'

- NOTES
- AREA CALCULATED BY COORDINATE COMPUTATION.
  - THERE IS A 5' UTILITY EASEMENT THAT RUNS PARALLEL TO THE R/W ACROSS ALL LOTS.
  - USERS OF THIS PLAT MUST SEE SHEET 2 & 3 OF 3
  - ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM CABARRUS COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OR FORMERLY.
  - IRON RODS AT ALL CORNERS UNLESS NOTED.
  - THIS MAP IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AN RESTRICTIVE COVENANTS AND PRELIMINARY PLAN WHICH MAY BE OF RECORD.
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES, MEASURED WITH ELECTRONIC MEASURING DEVICES.
  - LOT SUBJECT TO ALL ZONING ORDINANCES OF CITY OF CONCORD.
  - BUILDER/OWNER VERIFY THAT LOT IS IN COMPLIANCE WITH ALL COUNTY AND HOMEOWNERS ASSOCIATION ZONING ORDINANCES PRIOR TO ANY LAND DISTURBANCE OR CONSTRUCTION.
  - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
  - NO NCGS MONUMENT FOUND WITHIN 2000 FEET.
  - TOTAL AREA THIS PLAT 802,013 SF / 13.82 ACRES  
AREA IN R/W = 78,209 SF / 1.79 ACRES  
AREA IN LOTS = 341,400 SF / 7.83 ACRES  
AREA IN C.O.S. = 182,404 SF / 4.19 ACRES  
TOTAL LOTS CREATED THIS PLAT = 36  
ORIGINAL PARCEL #55181413360000
  - UTILITY CONNECTION FEES DUE AT TIME OF ISSUANCE OF RESIDENTIAL ZONING CLEARANCE PERMIT.
  - THIS PLAT IS SUBJECT TO A SANITARY SEWER EASEMENT AS RECORDED AT PLAT BOOK 68 PAGE 30 OF CABARRUS COUNTY PUBLIC REGISTRY.

SITE NOTES:  
BUILDING SETBACK REQUIREMENTS (MINIMUM) ZONED RV  
FRONT: 20' FEET  
SIDE YARD: 7' FEET  
REAR YARD: 5' FEET

FLOOD NOTE:  
NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 3710551800J, DATED: NOVEMBER 5, 2008.

CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS.

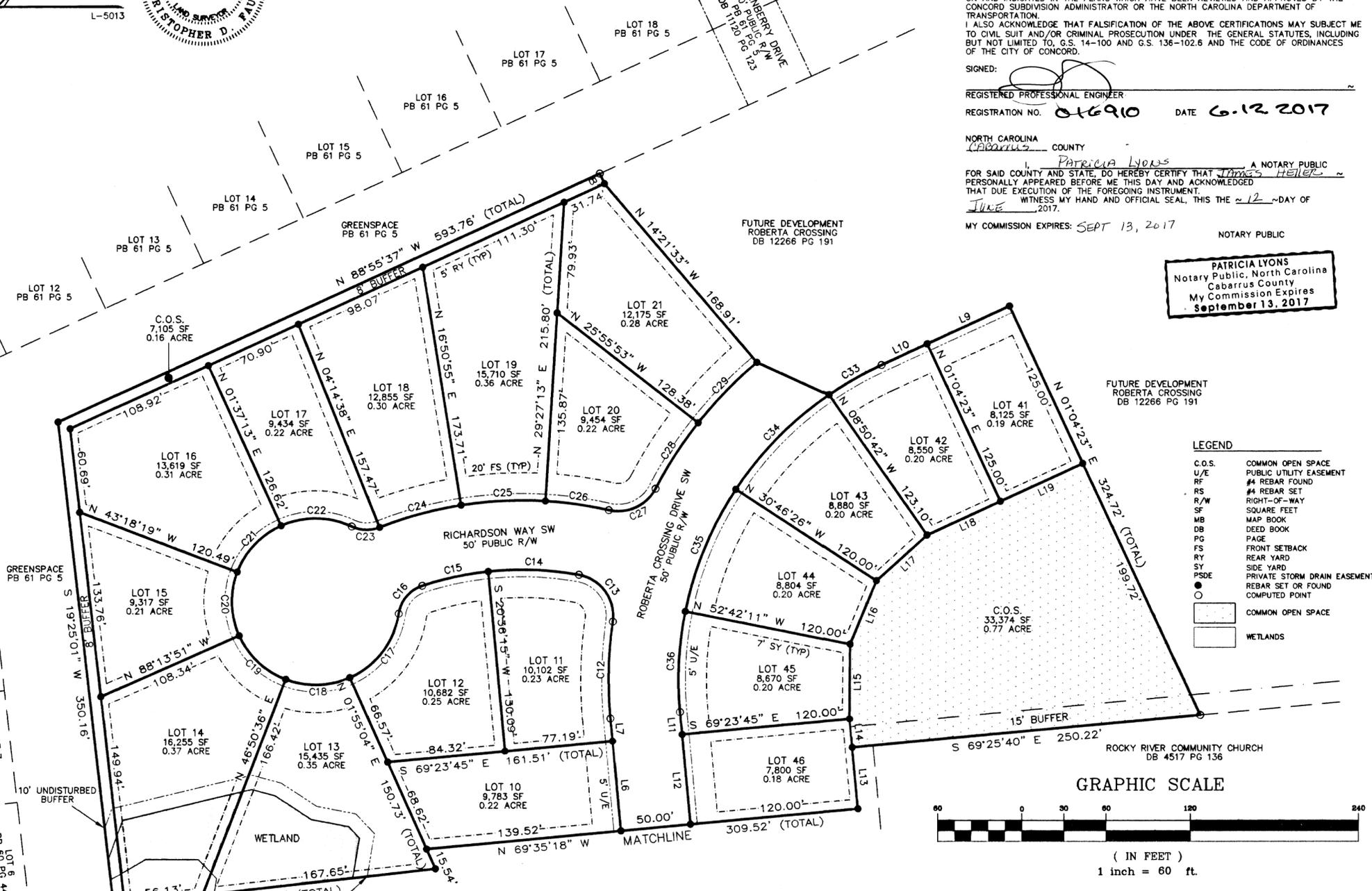
I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICALLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.

DATE 6/12/17  
*M. Sine Hinde*  
DIRECTOR OF ENGINEERING

FILED Jun 13, 2017 03:14 pm  
BOOK 00073  
PAGE 0082 THRU 0082  
INSTRUMENT # 14871  
EXCISE TAX \$0.00  
BY

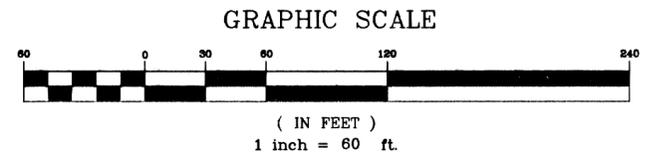
FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C12	300.00'	70.04'	69.88'	S 27°17'33" W	13°22'35"
C13	30.00'	45.86'	41.52'	S 09°48'36" E	87°34'53"
C14	225.00'	65.09'	64.86'	S 61°53'17" E	16°34'29"
C15	225.00'	48.37'	48.27'	S 75°20'01" E	12°18'59"
C16	25.00'	27.62'	26.24'	S 65°51'23" W	63°18'13"
C17	60.00'	60.44'	57.91'	N 63°03'40" E	57°42'48"
C18	60.00'	47.05'	45.85'	N 65°37'10" W	44°55'32"
C19	60.00'	47.05'	45.85'	N 20°41'38" W	44°55'32"
C20	60.00'	47.05'	45.85'	S 24°13'55" W	44°55'32"
C21	60.00'	47.05'	45.85'	S 69°09'27" W	44°55'32"
C22	60.00'	52.06'	50.44'	N 63°31'27" W	49°42'40"
C23	25.00'	20.55'	19.97'	S 62°12'45" E	47°05'15"
C24	275.00'	60.50'	60.38'	N 79°27'13" W	12°36'17"
C25	275.00'	60.50'	60.38'	N 66°50'56" W	12°36'17"
C26	275.00'	45.88'	45.83'	N 55°46'02" W	9°33'31"
C27	30.00'	39.66'	36.83'	S 88°51'36" E	75°44'40"
C28	300.00'	56.55'	56.47'	N 58°40'05" E	10°48'03"
C29	300.00'	60.59'	60.49'	S 69°51'17" W	11°34'21"
C33	250.00'	43.28'	43.22'	S 86°06'50" W	9°55'05"
C34	250.00'	95.68'	95.10'	S 70°11'26" W	21°55'44"
C35	250.00'	95.68'	95.10'	N 48°15'41" E	21°55'44"
C36	250.00'	72.84'	72.58'	N 28°57'02" E	16°41'34"



LEGEND

C.O.S.	COMMON OPEN SPACE
U/E	PUBLIC UTILITY EASEMENT
RF	#4 REBAR FOUND
RS	#4 REBAR SET
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
MB	MAP BOOK
DB	DEED BOOK
PG	PAGE
FS	FRONT SETBACK
RY	REAR YARD
SY	SIDE YARD
PSDE	PRIVATE STORM DRAIN EASEMENT
●	REBAR SET OR FOUND
○	COMPUTED POINT
[Pattern]	COMMON OPEN SPACE
[Pattern]	WETLANDS



SHEET 2 OF 3



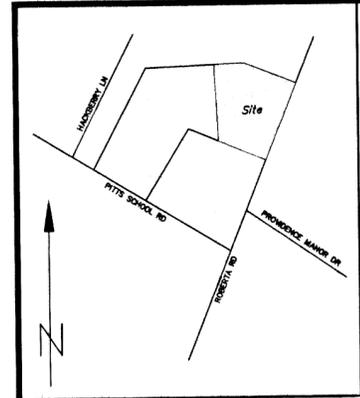
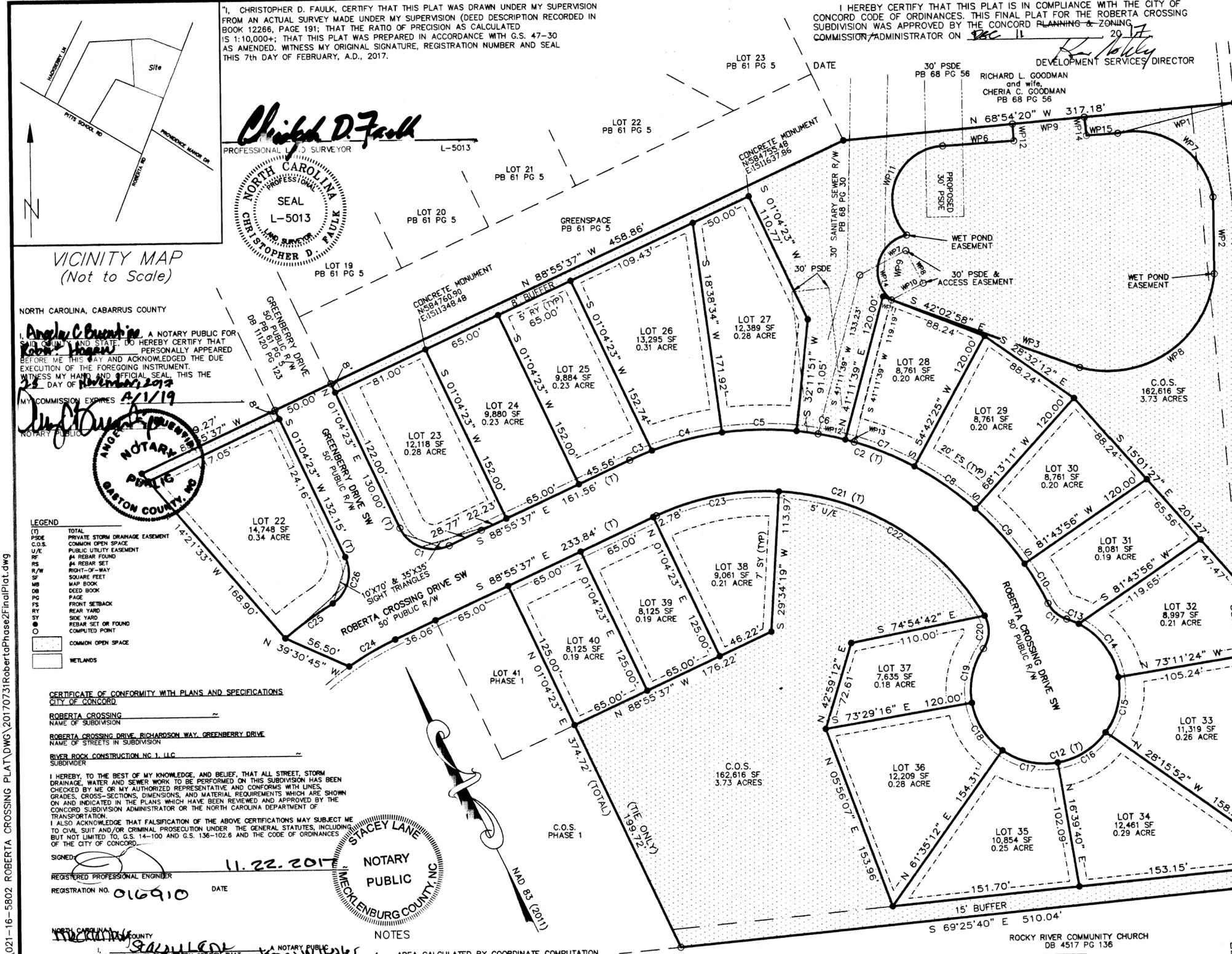
METROLINA  
ENGINEERING &  
SURVEYING  
ASSOCIATES

4400-N STUART ANDREW BLVD  
CHARLOTTE, NC 28217  
P (704) 334-1325  
F (704) 334-1330  
NC REG-1170 & SC REG-00396

**FINAL PLAT**

AT PROPERTY KNOWN AS  
ROBERTA CROSSING, PHASE 1 MAP 1  
PID # 55181413360000  
DB 12266 PG 191  
CITY OF CONCORD  
TOWNSHIP #2, CABARRUS COUNTY, NC  
FOR: RIVER ROCK CONSTRUCTION NC 1, LLC

Job No.: 021-16-5802	Drawn: CGS	Checked: CDF	Date: 12/21/16
-------------------------	---------------	-----------------	-------------------



I, CHRISTOPHER D. FAULK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 12266, PAGE 191; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 7TH DAY OF FEBRUARY, A.D., 2017.

**Christopher D. Faulk**  
 PROFESSIONAL SURVEYOR  
 L-5013  
 NORTH CAROLINA  
 SEAL  
 CHRISTOPHER D. FAULK

**Angela C. Brennan**  
 A NOTARY PUBLIC FOR THE STATE OF NORTH CAROLINA DO HEREBY CERTIFY THAT PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL THIS THE 22-DAY OF NOVEMBER, 2017.  
 MY COMMISSION EXPIRES 8/1/19  
 NOTARY PUBLIC  
 GASTON COUNTY, NC

- LEGEND**
- (T) TOTAL PRIVATE STORM DRAINAGE EASEMENT
  - C.O.S. COMMON OPEN SPACE
  - U/E PUBLIC UTILITY EASEMENT
  - #4 REBAR SET
  - R/W RIGHT-OF-WAY
  - SF SQUARE FEET
  - HP MAP BOOK
  - DB DEED BOOK
  - PG PAGE
  - RY REAR YARD
  - SY SIDE YARD
  - RF REBAR SET OR FOUND
  - CP COMPUTED POINT
  - COMMON OPEN SPACE
  - WETLANDS

**CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS CITY OF CONCORD**  
 ROBERTA CROSSING  
 NAME OF SUBDIVISION  
 ROBERTA CROSSING DRIVE, RICHARDSON WAY, GREENBERRY DRIVE  
 NAME OF STREETS IN SUBDIVISION  
 RIVER ROCK CONSTRUCTION NC 1, LLC  
 SUBDIVIDER

I HEREBY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK 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: **James W. Walker**  
 11.22.2017  
 REGISTERED PROFESSIONAL ENGINEER  
 REGISTRATION NO. 016910  
 DATE

**NOTARY PUBLIC**  
 MECKLENBURG COUNTY, NC

- NOTES**
- AREA CALCULATED BY COORDINATE COMPUTATION.
  - THERE IS A 5' UTILITY EASEMENT THAT RUNS PARALLEL TO THE R/W ACROSS ALL LOTS.
  - ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM CABARRUS COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OR FORMERLY. IRON RODS AT ALL CORNERS UNLESS NOTED.
  - THIS MAP IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AN RESTRICTIVE COVENANTS AND PRELIMINARY PLAN WHICH MAY BE OF RECORD.
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES, MEASURED WITH ELECTRONIC MEASURING DEVICES.
  - LOT SUBJECT TO ALL ZONING ORDINANCES OF CITY OF CONCORD. BUILDER/OWNER MUST VERIFY THAT LOT IS IN COMPLIANCE WITH ALL COUNTY AND HOMEOWNERS ASSOCIATION ZONING ORDINANCES PRIOR TO ANY LAND DISTURBANCE OR CONSTRUCTION.
  - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
  - NO NCGS MONUMENT FOUND WITHIN 2000 FEET.
  - TOTAL AREA THIS PLAT 379,440 SF / 8.71 ACRES  
 AREA IN R/W = 36,098 SF / 0.83 ACRE  
 AREA IN LOTS = 180,716 SF / 4.15 ACRES  
 AREA IN C.O.S. = 162,616 SF / 3.73 ACRES  
 TOTAL LOTS CREATED THIS PLAT = 18  
 ORIGINAL PARCEL #55181413360000
  - THIS PLAT IS SUBJECT TO A SANITARY SEWER EASEMENT AS RECORDED AT PLAT BOOK 68 PAGE 30 OF CABARRUS COUNTY PUBLIC REGISTRY.
  - LENGTH OF ROBERTA CROSSING DRIVE SW = 553'  
 LENGTH OF GREENBERRY DRIVE SW = 187'

SCALE: 1" = 60'

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE ROBERTA CROSSING SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION/ADMINISTRATOR ON Dec 11, 2017.  
 DATE  
 DEVELOPMENT SERVICES DIRECTOR  
 RICHARD L. GOODMAN and wife, CHERIA C. GOODMAN  
 PB 68 PG 56

**CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION**  
 I HEREBY CERTIFY THAT I AM THE 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 THAT 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 OWNER OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: **James W. Walker**  
 OWNER  
 DATE 11/27/17

**CERTIFICATE OF FEE PAYMENT**  
 I HEREBY CERTIFY THAT ALL FEES FOR THE ROBERTA CROSSING SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.  
**James W. Walker**  
 FINANCE DIRECTOR  
 DATE 12/11/17  
 Deputy

**LINE TABLE**

LINE	BEARING	DISTANCE
WP1	S 78°09'02" E	97.36
WP2	N 25°36'51" E	62.38
WP3	S 43°33'06" E	162.08
WP6	N 67°33'11" W	57.48
WP7	N 88°32'36" E	42.16
WP8	N 01°27'24" W	30.00
WP9	N 68°54'20" W	58.31
WP10	N 88°32'36" E	29.01
WP11	S 22°26'49" E	13.66
WP14	S 19°43'30" W	15.05
WP15	N 67°33'11" W	25.04

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
WP7	64.04'	103.91'	92.88'	N 29°35'28" W	100°07'43"
WP8	86.50'	150.69'	132.35'	N 81°27'14" E	96°04'17"
WP11	42.94'	97.66'	77.93'	S 48°31'46" W	169°05'08"
WP12	255.00'	22.53'	22.52'	N 51°20'12" W	5°03'44"
WP13	255.00'	7.50'	7.50'	S 47°57'47" E	1°41'07"
WP14	29.98'	67.32'	54.05'	N 39°36'01" E	101°39'41"

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

SIGNED: **M. Sue Lynde**  
 DIRECTOR OF ENGINEERING  
 DATE 12/9/17

**PLAT REVIEW OFFICER CERTIFICATE**  
 STATE OF NORTH CAROLINA  
 CABARRUS COUNTY  
**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.

SIGNED: **Greg Bell (PDS)**  
 REVIEW OFFICER  
 DATE 12/14/2017

**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 March 9, 2017.  
 SIGNED: **Jim J. Deason**  
 CITY CLERK  
 DATE 12/11/17

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	47.12'	42.43'	N 43°55'37" W	90°00'00"
C2	255.00'	396.37'	357.65'	N 44°23'50" W	89°03'35"
C3	255.00'	19.46'	19.46'	N 86°44'28" W	4°22'23"
C4	255.00'	58.73'	58.60'	N 77°57'20" W	13°14'48"
C5	255.00'	60.33'	60.19'	N 64°34'48" W	13°33'17"
C6	255.00'	40.04'	40.00'	N 53°18'15" W	8°59'49"
C7	255.00'	60.14'	60.00'	N 42°02'58" W	13°30'46"
C8	255.00'	60.14'	60.00'	N 28°32'12" W	13°30'46"
C9	255.00'	60.14'	60.00'	N 15°01'29" W	13°30'46"
C10	255.00'	37.38'	37.35'	N 04°04'03" W	8°24'01"
C11	25.00'	20.32'	19.76'	N 23°09'04" W	46°34'03"
C12	60.00'	300.52'	71.40'	S 82°56'51" E	286°58'29"
C13	60.00'	10.47'	10.48'	N 41°26'04" W	10°00'04"
C14	60.00'	55.76'	53.77'	N 09°48'43" W	53°14'37"
C15	60.00'	47.05'	45.85'	N 39°16'22" E	44°55'32"
C16	60.00'	47.05'	45.85'	N 84°11'54" E	44°55'32"
C17	60.00'	47.05'	45.85'	S 50°52'34" E	44°55'32"
C18	60.00'	47.05'	45.85'	S 05°57'02" E	44°55'32"
C19	25.00'	28.05'	26.60'	N 85°06'50" E	9°55'05"
C20	205.00'	304.76'	277.48'	N 28°23'43" E	64°17'22"
C21	205.00'	202.79'	194.62'	S 32°05'20" E	56°40'43"
C22	205.00'	101.97'	100.92'	S 74°40'39" E	28°29'58"
C23	250.00'	43.28'	43.22'	N 85°06'50" E	9°55'05"
C24	300.00'	48.44'	46.39'	N 80°04'32" E	8°52'09"
C25	30.00'	43.69'	39.93'	S 42°47'30" W	83°28'14"



**METROLINA ENGINEERING & SURVEYING ASSOCIATES**

4400-N STUART ANDREW BLVD  
 CHARLOTTE, NC 28217

P (704) 334-1325  
 F (704) 334-1330  
 NC: NC-1170 & SC: SC030946

**FINAL PLAT**  
 AT PROPERTY KNOWN AS  
 ROBERTA CROSSING, PHASE 2 MAP 1  
 PID # 55181413360000  
 DB 12266 PG 191  
 CITY OF CONCORD  
 TOWNSHIP #2, CABARRUS COUNTY, NC  
 FOR: RIVER ROCK CONSTRUCTION NC 1, LLC

Job No.: 021-16-5802	Drawn: CGS	Checked: CDF	Date: 10/24/17
----------------------	------------	--------------	----------------

FILED Dec 14, 2017 02:28 pm

REVISIONS: 1.) 11/17 REVISIONS MADE PER CITY OF CONCORD COMMENTS

BOOK 00079  
 PAGE 0041 THRU 0041  
 INSTRUMENT # 32318  
 EXCISE TAX \$0.00

COUNTY NC  
 WAYNE  
 REGISTER  
 OF DEEDS



**MEMORADUM**

DATE: Wednesday, February 12, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Action Glass and Mirror  
 PROJECT NUMBER: 2018-025  
 DEVELOPER: Action Glass and Mirror, Inc.  
 FINAL CERTIFICATION - LOT NUMBERS: N/A  
 INFRASTRUCTURE TYPE: Water Only  
 COUNCIL ACCEPTANCE DATE: Thursday, March 12, 2020  
 ONE-YEAR WARRANTY DATE: Thursday, March 11, 2021

Water Infrastructure	Quantity
8-inch in LF	1135.00
8-inch Valves	1
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
-------------------------------	----------



**MEMORADUM**

DATE: Monday, February 03, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Dollar General Pitts School Road  
 PROJECT NUMBER: 2019-020  
 DEVELOPER: Teramore Development, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: Retail Store  
 INFRASTRUCTURE TYPE: Water Only  
 COUNCIL ACCEPTANCE DATE: Thursday, March 12, 2020  
 ONE-YEAR WARRANTY DATE: Thursday, March 11, 2021

Water Infrastructure	Quantity
8-inch in LF	27.00
8-inch Valves	3
6-inch in LF	74.00
6-inch Valves	2
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
-------------------------------	----------

ORD.

**CAPITAL PROJECT ORDINANCE  
Utility Capital Reserve**

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

SECTION 1. The project authorized and amended is utility capital project reserves.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects.

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
282-4501620	From Water	\$945,000	\$1,090,220	\$145,220
282-4501620				
282-4501640	From Sewer	\$1,518,000	\$392,000	(\$1,126,000)
282-4501640				
8120-5811088	Future Water Reserves	\$945,000	\$1,090,220	\$145,220
8120-5811088				
8120-5811089	Future Sewer Reserves	\$1,518,000	\$392,000	(\$1,126,000)
8120-5811089				

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the 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 5. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 6. 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 12th day of March, 2020.

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 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, 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>		
		Current Budget	Amended Budget	(Decrease) Increase
610-4406000	Retained Earnings-Electric	7,487,881	7,761,797	273,916
620-4406000	Retained Earnings-Water	292,727	3,210,681	2,917,954
600-4406000	Retained Earnings-Storm	190,815	648,695	457,880
<b>Total</b>				<b>3,649,750</b>

Account	Title	<u>Expenses/Expenditures</u>		
		Current Budget	Amended Budget	(Decrease) Increase
7200-5182500	OPEB Contribution-Elec.	0	273,916	273,916
7340-5182500	OPEB Contribution-Water	0	2,917,954	2,917,954
7100-5182500	OPEB Contribution-Storm	0	457,880	457,880
<b>Total</b>				<b>3,649,750</b>

Reason: Appropriate reserves for contribution to OPEB Trust.

Adopted this 12th day of March, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

**Tax Report for Fiscal Year 2019-2020**

**FINAL REPORT**

**January**

**Property Tax Receipts- Munis**

2019 BUDGET YEAR	7,611,733.82
2018	6,455.35
2017	406.94
2016	722.19
2015	304.38
2014	163.18
2013	247.46
2012	465.36
2011	361.57
2010	155.18
Prior Years	325.80
Interest	12,718.91
Refunds	
	<u>7,634,060.14</u>

**Vehicle Tax Receipts- County**

2019 BUDGET YEAR	431,357.32
2018	
2017	
2016	
2015	
2014	
2013	
Prior Years	56.16
Penalty & Interest	4,727.60
Refunds	
	<u>436,141.08</u>

**Fire District Tax - County**

2019 BUDGET YEAR	32,290.05
------------------	-----------

Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<u>8,102,491.27</u>
-----------------------------------	---------------------

423:Vehicle Tag Fee-Transportation Impr Fund	33,927.29
100:Vehicle Tag Fee	137,765.41
292:Vehicle Tag Fee-Transportation Fund	33,927.30
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<u>205,620.00</u>

Privilege License	-
Prepaid Privilege Licenses	
Privilege License interest	-
<b>Total Privilege License</b>	<u>-</u>

Oakwood Cemetery current	3,250.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	2,941.68
Rutherford Cemetery endowment	933.32
West Concord Cemetery current	1,325.00
West Concord Cemetery endowment	900.00
<b>Total Cemetery Collections</b>	<u>9,350.00</u>

<b>Total Collections</b>	<u>\$ 8,317,461.27</u>
--------------------------	------------------------

<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	1,316,342.00
Discovery Penalty	631.83
<b>Total Amount Invoiced - Monthly</b>	<u>1,316,973.83</u>
<b>Total Amount Invoiced - YTD</b>	52,874,045.40

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	3,357.03
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>3,357.03</u>

<b>Adjusted Amount Invoiced - monthly</b>	1,313,616.80
<b>Adjusted Amount Invoiced - YTD</b>	52,782,787.77

Current Levy Collected	7,611,733.82
Levy Collected from previous years	9,607.41
Penalties & Interest Collected	12,718.91
Current Month Write Off - Debit/Credit	0.00
<b>Total Monthly Collected</b>	<u>7,634,060.14</u>
<b>Total Collected - YTD</b>	50,699,989.10

<b>Total Collected - net current levy -YTD</b>	50,443,108.92
Percentage of Collected -current levy	95.57%
Amount Uncollected - current year levy	2,339,678.85
Percentage of Uncollected - current levy	4.43%
	100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of January 2020**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>3,357.03</b>
CONCORD DOWNTOWN	\$	-

<b>REFUNDS</b>		
CITY OF CONCORD	\$	<b>190.45</b>
CONCORD DOWNTOWN	\$	-

<b>DISCOVERIES</b>							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2014	0	685,902	685,902	0.0048	3,292.33	1,975.40	
2015	0	964,994	964,994	0.0048	4,631.97	2,315.98	
2016	0	932,447	932,447	0.0048	4,475.75	1,790.30	
2017	0	1,053,164	1,053,164	0.0048	5,055.18	1,516.56	
2018	0	959,110	959,110	0.0048	4,603.74	920.74	
2019	0	1,316,342	1,316,342	0.0048	6,318.44	631.83	
2020	0	97,283	97,283	0.0048	466.96	29.04	
<b>Total</b>	<b>0</b>	<b>6,009,242</b>	<b>6,009,242</b>		<b>\$ 28,844.36</b>	<b>\$ 9,179.85</b>	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2015	0	855	855	0.0023	1.97	0.00	
2016	0	936	936	0.0023	2.15	0.00	
2017	0	811	811	0.0023	1.87	0.00	
2018	0	716	716	0.0023	1.64	0.00	
2019	0	902	902	0.0023	2.08	0.21	
2020	0	36,783	36,783	0.0023	84.60	0.21	
<b>Total</b>	<b>0</b>	<b>41,003</b>	<b>41,003</b>		<b>\$ 94.31</b>	<b>\$ 0.42</b>	

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By C U S I P / Ticker  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 1/31/2020

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 SANTANDER SA 0 8/12/2020	05970RHC2	5,000,000.00	4,950,622.20	08/12/2020	1.778	1.39	N/A	99.012444	194
CP CHESHAM 0 6/16/2020	16536HFG1	5,000,000.00	4,952,730.55	06/16/2020	1.888	1.39	N/A	99.054611	137
CP CREDIT AGRICOLE 0 5/20/2020	22533TEL6	5,000,000.00	4,960,644.44	05/20/2020	1.774	1.39	N/A	99.212889	110
CP CREDIT SUISSE AG 0 5/7/2020	2254EAE74	5,000,000.00	4,952,990.28	05/07/2020	1.888	1.39	N/A	99.059806	97
CP LMA AMERICAS 0 2/5/2020	53944QB58	5,000,000.00	4,947,387.50	02/05/2020	2.092	1.39	N/A	98.94775	5
CP MALAYAN BANK 0 5/22/2020	56108JEN7	5,000,000.00	4,948,561.11	05/22/2020	1.900	1.39	N/A	98.971222	112
CP NATIXIS 0 4/8/2020	63873JD80	5,000,000.00	4,951,481.94	04/08/2020	1.949	1.39	N/A	99.029639	68
CP SANTANDER UK PLC 0 3/19/2020	80285PCK6	5,000,000.00	4,946,812.50	03/19/2020	2.092	1.39	N/A	98.93625	48
CP TOYOTA MOTOR CREDIT 0 2/19/2020	89233GBK1	5,000,000.00	4,950,677.80	02/19/2020	1.949	1.39	N/A	99.013556	19
CP TOYOTA MOTOR CREDIT 0 7/23/2020	89233GGP5	5,000,000.00	4,943,729.15	07/23/2020	1.871	1.38	N/A	98.874583	174
CPMUFGBANKLTD/NY 0 3/6/2020	62479LC60	5,000,000.00	4,952,351.39	03/06/2020	2.050	1.39	N/A	99.047028	35
CPMUFGBANKLTD/NY 0 8/21/2020	62479LHM0	5,000,000.00	4,947,075.00	08/21/2020	1.759	1.39	N/A	98.9415	203
Sub Total / Average Commercial Paper		60,000,000.00	59,405,063.86		1.916	16.63		99.008508	100
<b>FFCB Bond</b>									
FFCB 1.62 9/11/2020-18	3133EHWS8	5,000,000.00	5,000,000.00	09/11/2020	1.620	1.40	N/A	100	224
FFCB 1.625 7/6/2020-18	3133EHQJ5	5,000,000.00	5,000,000.00	07/06/2020	1.625	1.40	N/A	100	157
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.40	N/A	100	970
FFCB 1.71 11/25/2022-20	3133ELAU8	5,000,000.00	5,000,000.00	11/25/2022	1.710	1.40	N/A	100	1,029
FFCB 1.71 5/26/2022-20	3133ELAW4	5,000,000.00	5,000,000.00	05/26/2022	1.710	1.40	N/A	100	846
FFCB 1.73 12/29/2020-17	3133EHPV9	3,250,000.00	3,250,000.00	12/29/2020	1.730	0.91	N/A	100	333
FFCB 1.87 6/19/2023-20	3133ELEV2	5,000,000.00	5,000,000.00	06/19/2023	1.870	1.40	N/A	100	1,235
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.40	N/A	100	1,701
FFCB 1.93 10/30/2023-20	3133EK4A1	5,000,000.00	5,000,000.00	10/30/2023	1.930	1.40	N/A	100	1,368
FFCB 2.03 2/27/2024-20	3133EKG59	5,000,000.00	5,000,000.00	02/27/2024	2.030	1.40	N/A	100	1,488
FFCB 2.09 7/1/2022-20	3133EKTA4	5,000,000.00	5,000,000.00	07/01/2022	2.090	1.40	N/A	100	882
FFCB 2.11 7/22/2022-20	3133EKVP8	5,000,000.00	5,000,000.00	07/22/2022	2.110	1.40	N/A	100	903
FFCB 2.14 9/4/2026-20	3133EKL53	5,000,000.00	5,000,000.00	09/04/2026	2.140	1.40	N/A	100	2,408

FFCB 2.2 7/24/2023-20	3133EKWZ5	5,000,000.00	5,000,000.00	07/24/2023	2.200	1.40	N/A	100	1,270
FFCB 2.23 7/8/2024-20	3133EKT3	5,000,000.00	5,000,000.00	07/08/2024	2.230	1.40	N/A	100	1,620
FFCB 2.36 6/17/2024-20	3133EKQW9	5,000,000.00	4,998,750.00	06/17/2024	2.365	1.40	N/A	99.975	1,599
Sub Total / Average FFCB Bond		78,250,000.00	78,248,750.00		1.939	21.91		99.998403	1,145
FHLB Bond									
FHLB 1.125 7/14/2021	3130A8QS5	740,000.00	708,002.40	07/14/2021	2.621	0.20	N/A	95.676	530
FHLB 1.375 2/18/2021	3130A7CV5	600,000.00	582,384.00	02/18/2021	2.383	0.16	N/A	97.064	384
FHLB 1.73 6/30/2022-20	3130AHSG9	5,000,000.00	5,000,000.00	06/30/2022	1.730	1.40	N/A	100	881
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	07/22/2024	1.770	1.40	N/A	100	1,634
FHLB 1.8 11/26/2021-17	3130AA2S6	5,000,000.00	5,000,000.00	11/26/2021	1.800	1.40	N/A	100	665
FHLB 1.8 4/28/2022-20	3130AHEG4	5,000,000.00	5,000,000.00	04/28/2022	1.800	1.40	N/A	100	818
FHLB 1.85 7/6/2023-20	3130AHUA9	5,000,000.00	5,000,000.00	07/06/2023	1.850	1.40	N/A	100	1,252
FHLB 1.875 10/28/2024-21	3130AHUU5	5,000,000.00	5,000,000.00	10/28/2024	1.875	1.40	N/A	100	1,732
FHLB 1.875 11/29/2021	3130AABG2	875,000.00	853,965.00	11/29/2021	2.721	0.24	N/A	97.596	668
FHLB 1.9 11/27/2020-18	3130ACTU8	5,000,000.00	4,995,000.00	11/27/2020	1.935	1.40	N/A	99.9	301
FHLB 1.92 8/28/2024-20	3130AGXN0	5,000,000.00	5,000,000.00	08/28/2024	1.920	1.40	N/A	100	1,671
FHLB 1.97 9/11/2024-20	3130AH2B8	5,000,000.00	4,980,000.00	09/11/2024	2.055	1.39	N/A	99.6	1,685
FHLB 2 9/26/2022-20	3130AH5RO	5,000,000.00	5,000,000.00	09/26/2022	2.000	1.40	N/A	100	969
FHLB 2.13 11/8/2024-20	3130AHGT4	3,000,000.00	3,000,000.00	11/08/2024	2.130	0.84	N/A	100	1,743
FHLB 2.16 7/13/2026-20	3130AHUT8	5,000,000.00	5,000,000.00	07/13/2026	2.160	1.40	N/A	100	2,355
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.40	N/A	100	3,562
FHLB 2.6 1/29/2026-20	3130AGSW6	5,000,000.00	5,000,000.00	01/29/2026	2.600	1.40	N/A	100	2,190
FHLB 3 10/12/2021	3130AF5B9	880,000.00	905,660.34	10/12/2021	1.634	0.25	N/A	102.915948	620
Sub Total / Average FHLB Bond		71,095,000.00	71,025,011.74		2.006	19.89		99.906021	1,485
FHLMC Bond									
FHLMC 1.6 9/28/2020-18	3134GBF64	5,000,000.00	5,000,000.00	09/28/2020	1.600	1.40	N/A	100	241
FHLMC 1.71 11/4/2022-20	3134GU4G2	5,000,000.00	4,998,750.00	11/04/2022	1.720	1.40	N/A	99.975	1,008
FHLMC 1.73 5/27/2022-20	3134GUV2	5,000,000.00	5,000,000.00	05/27/2022	1.730	1.40	N/A	100	847
FHLMC 1.75 2/25/2022-20	3134GUUY4	5,000,000.00	5,000,000.00	02/25/2022	1.750	1.40	N/A	100	756
FHLMC 1.75 6/23/2022-20	3134GUZY9	5,000,000.00	5,000,000.00	06/23/2022	1.750	1.40	N/A	100	874
FHLMC 1.75 8/25/2022-20	3134GUTK6	5,000,000.00	5,000,000.00	08/25/2022	1.750	1.40	N/A	100	937
FHLMC 1.86 10/21/2022-20	3134GUKY5	5,000,000.00	5,000,000.00	10/21/2022	1.860	1.40	N/A	100	994
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.40	N/A	100	1,518
FHLMC 1.9 10/17/2022-20	3134GUGN4	5,000,000.00	5,000,000.00	10/17/2022	1.900	1.40	N/A	100	990
FHLMC 1.9 6/30/2023-20	3134GUK58	5,000,000.00	5,000,000.00	06/30/2023	1.900	1.40	N/A	100	1,246
FHLMC 2.125 11/8/2024-20	3134GUNZ9	2,000,000.00	2,000,000.00	11/08/2024	2.125	0.56	N/A	100	1,743
FHLMC 2.25 11/24/2020-18	3134GBX56	5,000,000.00	5,014,000.00	11/24/2020	2.151	1.40	N/A	100.28	298
FHLMC 2.375 1/13/2022	3137EADB2	2,175,000.00	2,166,191.35	01/13/2022	2.520	0.61	N/A	99.595007	713

FHLMC 2.375 2/16/2021	3137EAE9	1,000,000.00	998,264.53	02/16/2021	2.436	0.28	N/A	99.826453	382
FHLMC 2.55 3/3/2023-20	3134GTQZ9	5,000,000.00	5,000,000.00	03/03/2023	2.550	1.40	N/A	100	1,127
FHLMC 2.575 3/25/2022-20	3134GS7L3	3,500,000.00	3,500,000.00	03/25/2022	2.575	0.98	N/A	100	784
FHLMC Step 6/29/2021-16	3134G9B30	5,000,000.00	5,000,000.00	06/29/2021	1.412	1.40	N/A	100	515
FHLMC Step 8/26/2024-20	3134GT4A8	5,000,000.00	5,000,000.00	08/26/2024	2.694	1.40	N/A	100	1,669
Sub Total / Average FHLMC Bond		78,675,000.00	78,677,205.88		1.962	22.03		100.002903	931
FNMA Bond									
FNMA 1.25 5/6/2021	3135G0K69	625,000.00	600,577.41	05/06/2021	2.610	0.17	N/A	96.092386	461
FNMA 1.25 8/17/2021	3135G0N82	2,020,000.00	1,934,922.38	08/17/2021	2.733	0.54	N/A	95.788318	564
FNMA 1.375 10/7/2021	3135G0Q89	2,675,000.00	2,556,023.37	10/07/2021	2.961	0.72	N/A	95.552298	615
FNMA 1.375 2/26/2021	3135G0J20	1,520,000.00	1,473,060.79	02/26/2021	2.516	0.41	N/A	96.912156	392
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	09/06/2022	1.568	0.08	N/A	99.499	949
FNMA 1.5 11/30/2020	3135G0F73	440,000.00	434,011.16	11/30/2020	1.972	0.12	N/A	98.6389	304
FNMA 1.5 6/22/2020	3135G0D75	1,775,000.00	1,768,083.81	06/22/2020	1.650	0.50	N/A	99.610493	143
FNMA 1.55 8/24/2021-17	3136G3X83	5,000,000.00	5,000,000.00	08/24/2021	1.550	1.40	N/A	100	571
FNMA 1.625 2/25/2021-17	3136G4GX5	5,000,000.00	4,972,500.00	02/25/2021	1.760	1.39	N/A	99.45	391
FNMA 1.75 1/30/2023-20	3135G0X73	5,000,000.00	5,000,000.00	01/30/2023	1.750	1.40	N/A	100	1,095
FNMA 1.8 10/28/2022-20	3135G0W74	5,000,000.00	5,000,000.00	10/28/2022	1.800	1.40	N/A	100	1,001
FNMA 1.875 12/28/2020	3135G0H55	940,000.00	934,051.66	12/28/2020	2.095	0.26	N/A	99.367198	332
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	04/05/2022	2.147	0.56	N/A	99.223064	795
FNMA 2 10/5/2022	3135G0T78	2,490,000.00	2,526,439.35	10/05/2022	1.494	0.71	N/A	101.463933	978
FNMA 2 10/5/2022	3135G0T78	1,315,000.00	1,331,043.00	10/05/2022	1.543	0.37	N/A	101.22	978
FNMA 2 9/28/2020-18	3136G4PH0	5,000,000.00	5,000,000.00	09/28/2020	2.000	1.40	N/A	100	241
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.27	N/A	101.014	802
Sub Total / Average FNMA Bond		42,065,000.00	41,788,275.34		1.926	11.70		99.368055	649
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	58,769.81	58,769.81	N/A	1.440	0.02	N/A	100	1
NCCMT LGIP	NCCMT135	10,592,811.20	10,592,811.20	N/A	1.740	2.97	N/A	100	1
NCCMT LGIP	NCCMT481	12,056,563.32	12,056,563.32	N/A	1.440	3.38	N/A	100	1
NCCMT LGIP	NCCMT271	86,411.67	86,411.67	N/A	1.440	0.02	N/A	100	1
Sub Total / Average Local Government Investment Pool		22,794,556.00	22,794,556.00		1.579	6.38		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	5,202,789.11	5,202,789.11	N/A	1.310	1.46	N/A	100	1
Sub Total / Average Money Market		5,202,789.11	5,202,789.11		1.310	1.46		100	1
Total / Average		358,082,345.11	357,141,651.93		1.920	100		99.742738	844