



City Council Agenda

Thursday, February 13, 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 7 and January 9, 2020

IV. Presentations

V. Unfinished Business

A. Consider continuing a public hearing to a date certain concerning 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. This request was tabled at the December 12, 2019 City Council meeting to allow adoption of the Conservation Subdivision standards and to permit the applicant time to adjust the site plan in order to meet those new standards. The applicant has not yet completed a site plan that staff can verify would meet the intent of the Conservation Subdivision standards. Therefore, the applicant has requested the Council consider continuing the request until the March 12, 2020 City Council meeting. Staff supports the petitioner's request.

Recommendation: Consider making a motion to continue the public hearing until March 12, 2020.

VI. New Business

A. Informational Items

1. Receive an update on the concordnc.gov website update project (Work Session only). As part of the current year budget, the City has contracted with Granite Sky Creative Group to design and host a new concordnc.gov. Granite Sky's project team (Mia Holshouser and Jerod Brown) will present an update on the design process and proposed design elements to ensure consensus before proceeding into the full design phase. We anticipate launching the new website in April or May.

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

1. Conduct a public hearing to consider adopting a resolution to abandon the right-of-way of an unopened portion of Belt Rd. between Ruben Linker Rd. NW and Weddington Rd. The proposal includes the abandonment of unopened, unimproved right-of-way of Belt Rd. between Ruben Linker Rd. NW and Weddington Rd. and the granting of a permanent public utility easement to the City. This closure was requested by Bonds Family Ltd. Partnership.

Recommendation: Motion to adopt a resolution to abandon the right-of-way of an unopened portion of Belt Rd. between Ruben Linker Rd. NW and Weddington Rd.

2. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider extending the termination date of an agreement by one year between the City of Concord and 4540 Fortune Ave, LLC for a 3-year / 85% tax based Economic Development Incentive Grant to locate at 4540 Fortune Ave in

Concord. 4540 Fortune Ave LLC completed its speculative class A office/high tech building in 2017, but at this point have not applied for grant payments. General Motors announced on January 23, 2020 that it will open a new technical center focused on performance and racing in the facility. 4540 Fortune Ave LLC requests to initiate payments with Tax Year (TY) 2020, meaning the grant termination date would need to be extended. Grant payments are made only with proof of taxes paid. Taxes are usually paid the following January (e.g. TY 2020 taxes are paid Jan. 2021). In order to allow for three scheduled payments for TY's 20-22, the termination date would need to be extended beyond the current date of October 12, 2022 to allow more time for the new occupant to pay TY 2022 taxes in January 2023 and for the City to process the final payment. See attached original agreement and proposed amendment.

Recommendation: Consider a motion to extend the termination date of an agreement by one year between the City of Concord and 4540 Fortune Ave, LLC for a three year / 85% tax based Economic Development Incentive Grant to locate at 4540 Fortune Ave in Concord, pursuant to NC General Statutes Sec. 158-7.1.

- 3. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a 3-year / 85% tax based Economic Development Incentive Grant to Project Bluebird to locate at Aviation Blvd. in Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Project Bluebird is involved in the aviation industry. The project proposes a \$2.5 million - \$4.4 million investment in personal property. Project Bluebird is expected to create 40 to 70 new jobs with average wages at \$84,000. The total value of the City's 3-year grant is estimated to equal \$28,194.84 - \$48,649.92 depending the project's investment. The City of Concord would collect a 3-year net revenue of \$4,975.56 - \$8,585.28. See attached grant analysis for additional details.

Recommendation: Consider offering a contract for a 3-year / 85% Economic Development Incentive Grant to Project Bluebird to locate at Aviation Blvd. in Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

- 4. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a 5-year / 85% tax based Economic Development Incentive Grant to Project Grand to locate at 2321 Concord Pkwy S. in Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Project Grand is a professional provider of high-end integrated kitchen cabinets, appliance, and customized furnishings including closet systems, vanity suites, and interior doors. Project Grand specializes in R&D, manufacturing, sales, installation, and services of integrated kitchen cabinets and customized furnishings. The Concord location would include a total of 700,000 – 800,000 SF of facilities developed over 5 years on a 60-acre site consisting of an operation center, product display center, intelligent manufacturing center and east coast hub warehouse. Project Grand represents a \$70 million investment in real property and a \$16 million investment in personal property. The Company expects to create 256 jobs with average wages of \$42,542. The total value of the City's 5-year grant is estimated to equal \$803,515 dependent on the actual investment. The City of Concord would collect a 5-year net revenue of \$141,797.00. See attached grant analysis for additional details.

Recommendation: Consider offering a contract for a 5-year / 85% Economic Development Incentive Grant to Project Grand to locate at 2321 Concord Pkwy S. in Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

E. Presentations of Petitions and Requests

- 1. Consider adopting an ordinance ordering the demolition of the structure located at 1108 Elrond Dr. (PIN# 4670-84-6990) owned by Bradford B. Clinton and wife Lynette D. Clinton.** The structure is located on a single parcel, and prior to a fire in September 2018, had a building tax value of \$360,560 per Cabarrus County land

records. Upon Inspection the structure was considered to be dilapidated. Chuck Brock, Code Enforcement Manager, opened the case November 21, 2018. The Finding of Fact and Order to Repair or Demolish was issued on December 31, 2018. The order to repair or demolish said structure was extended numerous times, the last compliance date was January 17, 2020. The order to repair or demolish expired on January 17, 2020. There has been no attempt to come into compliance with this case. No civil penalties have been imposed.

Recommendation: Motion to adopt an ordinance ordering the demolition of the structure located at 1108 Elrond Dr. (PIN# 4670-84-6990) owned by Bradford B. Clinton and wife Lynette D. Clinton.

- 2. Consider authorizing the City Manager to negotiate and execute a water purchase contract with Aqua North Carolina, Inc.** Aqua North Carolina requested emergency water service from the City many months ago to support their water system servicing approximately 70 customers in the Country Acres Neighborhood. The City installed a water meter to temporarily support their water system. Aqua has requested to continue this supplementary water service into the future. Aqua needs a signed water purchase contract as required by the Utilities Commission. Aqua will be required to pay all applicable connection fees and will be billed monthly for their water use.

Recommendation: Motion to authorize the City Manager to negotiate and execute a water purchase contract with Aqua North Carolina, Inc.

- 3. Consider authorizing the City Manager to negotiate and execute a contract with EST Building Systems for the replacement of roofing materials at Academy Recreation Center and Logan Recreation Center.** Parks & Recreation have a CIP in place for the installation of air condition in the gymnasiums at Logan, Academy and Hartsell Recreation Centers. This CIP also funds roof replacement associated with this air conditioning project. The cost of this work is \$120,750 and includes a 20 year warranty. Our Electric Systems Department has agreed to convert the electrical service to the Hartsell HVAC units from single phase to three phases. This upgrade in service allows for two (2) 15-ton units to be placed on the ground instead of six (6) five-ton units on the roof of the gymnasium.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with EST Building Systems for the replacement of roofing systems on Logan and Academy Recreation Centers.

- 4. Consider authorizing the City Manager to negotiate and execute an agreement with Republic Services, Inc, for the disposal of the Coddle Creek Water Treatment Plant Lagoons Sludge.** This agreement with the Republic Services, Inc. landfill is to dispose of the sludge removed from the Coddle Creek WTP. The price for disposal is \$80.00 per ton. It is estimated that approximately 3,866 tons will be removed at a cost of \$309,333.

Recommendation: Motion to authorize the City Manager to negotiate and execute an agreement with Republic Services, Inc. for the disposal of the Coddle Creek Water Treatment Plant Lagoons Sludge.

- 5. Consider authorizing the City Manager to negotiate and execute a contract with Ike's Construction, Inc. for the installation of a HVAC System at Hartsell, Logan, and Academy Recreation Centers.** This contract will install a new HVAC system at the gymnasiums at Logan, Hartsell and Academy Recreation Centers. The project was bid under the formal bidding rules and two bids were received on January 30, 2020. The two bids were returned unopened to the bidders and the project was re-advertised as required by NCGS 143-132. Bids were received a second time on February 6, 2020. This time one bid was received, which staff was allowed to open per NCGS 143-132. The lowest responsible bidder was Ike's Construction, Inc in the amount of \$619,600.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Ike's Construction, Inc in the amount of \$619,600 for the installation of a new HVAC system at Logan, Hartsell and Academy Recreation Centers.

- 6. Consider authorizing the City Manager to negotiate and execute a construction contract with Traffic Control Devices, Inc for the construction of the communications cable and conduit for the City's Intelligent Transportation System (ITS) project contingent upon NCDOT's concurrence of award.** The City of Concord has a municipal agreement with NCDOT for the Concord ITS Expansion Project - U-5522. The work included in this project consisted of three phases; equipment purchase, digital message board installation and communication cable and conduit installation. The first two phases are complete and this is the last part of the grant agreement. Three bids were received on January 30th and the lowest bid was considered non-responsive due to not having the required NCDOT prequalified bidder status. The next lowest responsive and responsible bidder was Traffic Control Devices, Inc in the amount of \$332,007.85 for the primary bid (NC 73 between Stanley Drive and Odell School Road), alternate 1 (Odell School Road and Harris Road between 73 and Poplar Tent Road) and alternate 4 (NC Hwy 49 between General Services Drive and NC Hwy 601).

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Traffic Control Devices, Inc in the amount of \$332,007.85 for the communication cable and conduit for the City of Concord's Intelligent Transportation System primary bid, alternate 1, and alternate 4 contingent upon NCDOT's concurrence of award.

- 7. Consider a Preliminary Application from Journey Capital, LLC.** In accordance with City Code Chapter 62, Journey Capital, LLC has submitted a preliminary application to receive water and sewer service on three lots outside the City limits. The property is located at 3133, 3221 and 3233 Roberta Road. Each parcel is approximately .66 acres, zoned MDR and a single family home is being proposed on each.

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

VII. Consent Agenda

- A. Consider adopting a resolution updating the current approved depositories for the City of Concord.** The attached resolution and the attached list of pooling banks for North Carolina, is submitted for City Council approval. Although the City has a contract with Wells Fargo, the central depository for the City, the City also has relationships with many other financial institutions in regards to investment activities and debt relationships. A list of pooling banks is attached for you review. This list represents banks that the North Carolina State Treasurer's office currently works with to receive deposits for State agencies. These banks agree to comply with State guidelines to operate as a depository of State funds. Staff is requesting that these financial institutions be approved for the City.

Recommendation: Motion to adopt a resolution to approve depositories for the City of Concord.

- B. Consider approving the current Concord ABC Board Travel Policy.** The ABC Board is required by the NC General Statute to have their travel policy approved each year by City Council. NC General Statute 18B-700, Appointment and organization of local ABC boards, section (g2) states the following: Travel Allowance and Per Diem Rates. - "Approved travel on official business by the members and employees of local boards shall be reimbursed pursuant to G.S. 138-6 unless the local board adopts a travel policy that conforms to the travel policy of the appointing authority and such policy is approved by the appointing authority. The local board shall annually provide the appointing authority's written confirmation of such approval to the Commission and a copy of the travel policy authorized by the appointing authority. Any excess expenses not covered by the local board's travel policy shall only be paid with the written authorization of the appointing authority's finance officer. A copy of the written authorization for excess expenses shall be submitted to the Commission by the local

board within 30 days of approval." No changes have been made to the ABC Board travel policy.

Recommendation: Motion to approve the Concord ABC Board Travel Policy.

- C. Consider accepting the 2019 Veterans Affairs Supportive Housing (HUD-VASH) Voucher Award from the US Department of Housing and Urban Development (HUD) and to adopt a budget ordinance in the amount of \$93,376.** HUD has awarded the Housing Department the 2019 Veterans Affairs Supportive Housing (HUD-VASH) Voucher Award in the amount of \$93,376 to help eligible homeless veterans find housing in the Concord area. Case management and clinical services are to be provided by the VA Medical Center in Salisbury.

Recommendation: Motion to accept the 2019 Veterans Affairs Supportive Housing (HUD-VASH) Voucher Award from HUD and adopt a budget ordinance in the amount of \$93,376.

- D. Consider accepting the 2019 Family Self Sufficiency (FSS) Grant Award from the US Department of Housing and Urban Development (HUD) and to adopt a budget ordinance in the amount of \$51,491.** HUD has awarded the Housing Department the Family Self Sufficiency (FSS) for federal year 2019 in the amount of \$51,491 to pay the salary and benefits of the program coordinator whose primary responsibility is to guide and connect participants to needed training and resources. Participants in the program gain access to the support they need in order to achieve their self-sufficiency goals and move up the economic ladder.

Recommendation: Motion to accept the 2019 Family Self Sufficiency (FSS) Grant Award from the US Department of Housing and Urban Development (HUD) and adopt a budget ordinance in the amount of \$51,491.

- E. Consider authorizing the Police Department to apply for the 2020 COPS Hiring Program grant.** The Police Department is requesting to apply for the competitive 2020 COPS Hiring Program grant. The department is seeking up to 8 patrol officers and 1 human trafficking / child sex crimes investigator. The anticipated start date of the grant, if awarded, is October 1, 2020. The grant lasts three years with a 25% local match for salary and fringe benefits. If the grant is received for all 9 positions, the required 25% match would be approximately \$128,374 over the 36-month period. Grant funds would cover the other 75%, which is approximately \$385,122.

Recommendation: Motion to authorize the Police Department to apply for the 2020 COPS Hiring Program grant.

- 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: Poplar Pointe Townhomes, LLC, (PIN 4680-78-8587) 8400 Poplar Tent Road; CV NLA II LP, (PIN 5519-33-1655) 1925,1935 & 1945 Concord Parkway South; and White Park, LLC, (PIN 5601-81-0498) 4359-4403 Republic Court NW. 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: Poplar Pointe Townhomes, LLC, CV NLA II LP, and White Park, 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: Park View Estates, Phase 3, Map 2. 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: Park View Estates, Phase 3 Map 2.

- H. Consider accepting an Offer of Infrastructure at Wayforth at Concord and Edenton at Cox Mill Ph 1 Map 2.** 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: 2,165' of 8" water main, 66' of 6" water main, 100' of 2" water main, 1 hydrant, 2,425' of 8" sewer line, and 14 manholes.

Recommendation: Motion to accept the offer of infrastructure in the following subdivisions and sites: Wayforth at Concord and Edenton at Cox Mill Ph 1 Map 2.

- I. Consider adopting an ordinance to amend the FY 2019/2020 Budget Ordinance for the General Fund, Electric Fund, Water Fund, and Wastewater Fund to appropriate bond proceeds from the issuance of the 2019 Revenue Refunding Bonds to cover the refunding of the 2009B Revenue Bonds.** The City of Concord issued the 2019 Revenue Refunding Bonds on December 10, 2019 to refund the 2009B Revenue Bonds. The attached budget ordinance will appropriate the bond proceeds in the respective funds to cover the payoff of the 2009B Revenue Bonds.

Recommendation: Motion to adopt an ordinance to amend the FY 2019/2020 Budget Ordinance for the General Fund, Electric Fund, Water Fund, and Wastewater Fund to appropriate bond proceeds from the issuance of the 2019 Revenue Refunding Bonds to cover the refunding of the 2009B Revenue Bonds.

- J. Consider adopting ordinances to amend the Golf project fund and the Golf operating fund to include additional money needed for the bunker project at the golf course.** The bunker restoration project needs an additional \$8,755 in funding in order to complete the project. The Golf Course will be funding this additional funding from their operating accounts. The total cost is \$443,740.

Recommendation: Motion to adopt ordinances to amend the Golf project fund budget ordinance and the Golf operating fund ordinance to include additional money needed for the bunker project at the golf course.

- K. Consider adopting a project amendment for the Mills at Rocky River Greenway recreation project.** The Carolina Thread Trail is contributing \$1,700 to the City that will cover the cost of trail adjustments that may be needed. Once the survey work is complete, staff will get the easement documents together for other property owners and the HOA to make necessary neighborhood connections and correct the trail if its location is outside the easement.

Recommendation: Motion to adopt a project amendment for the Mills at Rocky River Greenway recreation project.

- L. Consider adopting an amendment to the Transit operating budget to allocate FTA grant funds for the purchase of Computer Aided Dispatch/Automated Vehicle Location system.** City Council approved the purchase of the Computer Aided Dispatch/Automated Vehicle Location system during the January 2020 City council meeting. This item allocates the FTA grant funding resources for the purchase. This system will provide Rider Transit staff and consumers real time location information.

Recommendation: Motion to adopt an amendment to the Transit operating budget to allocate FTA grant funds for the purchase of Computer Aided Dispatch/Automated Vehicle Location system.

- M. Consider adopting an amendment to the Transit operating budget to allocate grant funds for the purchase of a digital fare system.** City Council approved the purchase of the digital fare system during the January, 2020 meeting. This amendment allocates the grant funds for the purchase of the digital fare system. The system will allow more flexible options for customers to purchase transit passes and fares.

Recommendation: Motion to adopt an amendment to the Transit operating budget to allocate grant funds for the purchase of a digital fare system.

- N. Consider approving a change to the classification/compensation system to include the position of Housing Specialist.** Consider approving a change to the classification/compensation system to include the following classification: Housing Specialist (Grade 205) with a salary range of \$34,093.08 (minimum) - \$45,002.87 (midpoint) - \$56,253.58 (maximum).

Recommendation: Motion to approve the addition of the Housing Specialist.

- O. Consider approving a change to the classification/compensation system to include the position of Deputy Solid Waste and Recycling Director.** Consider approving a change to the classification/compensation system to include the following classification: Deputy Solid Waste & Recycling Director (Grade 114) with a salary range of \$80,333.98 (minimum) - \$106,442.54 (midpoint) - \$132,551.08 (maximum).
Recommendation: Motion to approve the addition of Deputy Solid Waste & Recycling Director.
- P. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the fourth quarter of 2019.** In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between October 1, 2019 and December 31, 2019.
Recommendation: Motion to receive the fourth quarter water and wastewater extension report for 2019.
- Q. Consider accepting the Tax Office reports for the month of December 2019.** 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 December 2019.
- R. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of December 2019.** 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 December 2019.
- S. Receive monthly report on status of investments as of December 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

- **Concord/Kannapolis Transit Commission**
- **WSACC**
- **Public Art Advisory Committee**
- **Concord Family Enrichment Association**
- **PTT 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.



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

Petition for Annexation into the Concord City Limits

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

Section B Submittal Deadlines

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

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

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name 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

Written metes and bounds description of property to be annexed

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to rogerss@concordnc.gov

Section B Submittal Deadlines

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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

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

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, BRUCE 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 19th 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, Anne W. Tino 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 Tino Trustee [Representative for Landowner], a duly authorized representative for Anne W. Tino 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.

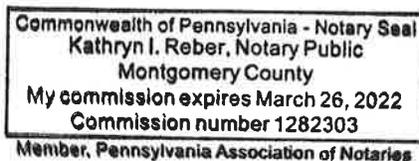
Witness my hand and official seal this 16 day of July, 2019.

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.

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

Section E (continued) Supplemental Information

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

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

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

Section E (continued) Supplemental Information

Solid Waste Data

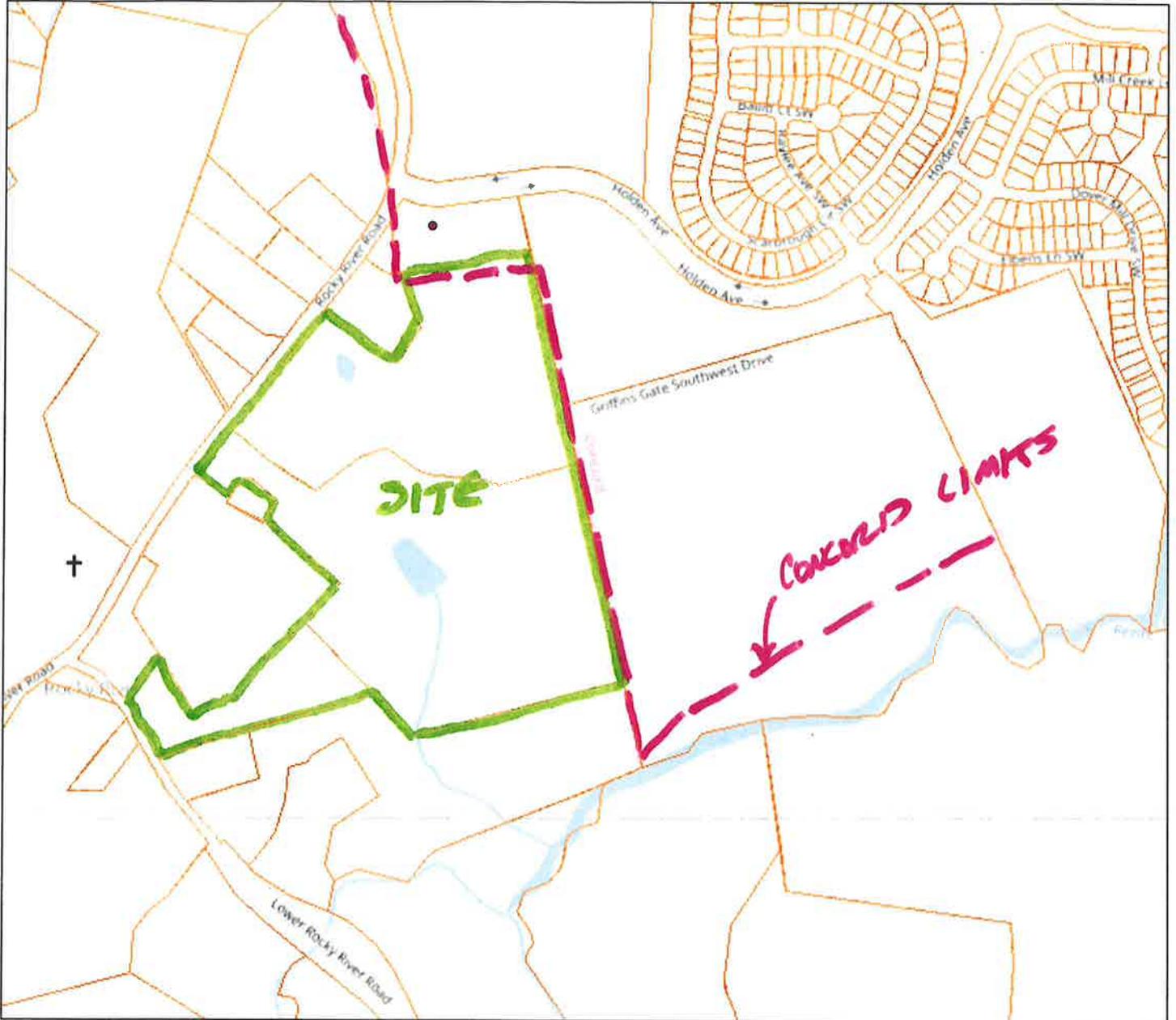
Number of Rollouts needed for Multi-Family Units					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units using City rollout collection					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing corrugated (cardboard) recycling					N/A				
Year 1		Year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

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

City Contact Information

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

PIN 55274280380000

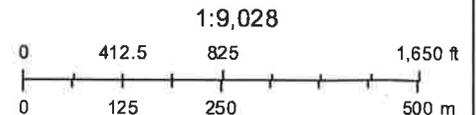


Property Real ID 01-019 -0002.26
Physical Address: 1002 HOLDEN AVE SW CONCORD NC 28025
Owner Name 1: MILLS VENTURES LLC
Owner Name 2:
Mailing Address: ATTN: R DEAN HARRELL 5615 POTTER RD
Mail City: MATTHEWS
Mail State: NC
Mail Zip: 28104

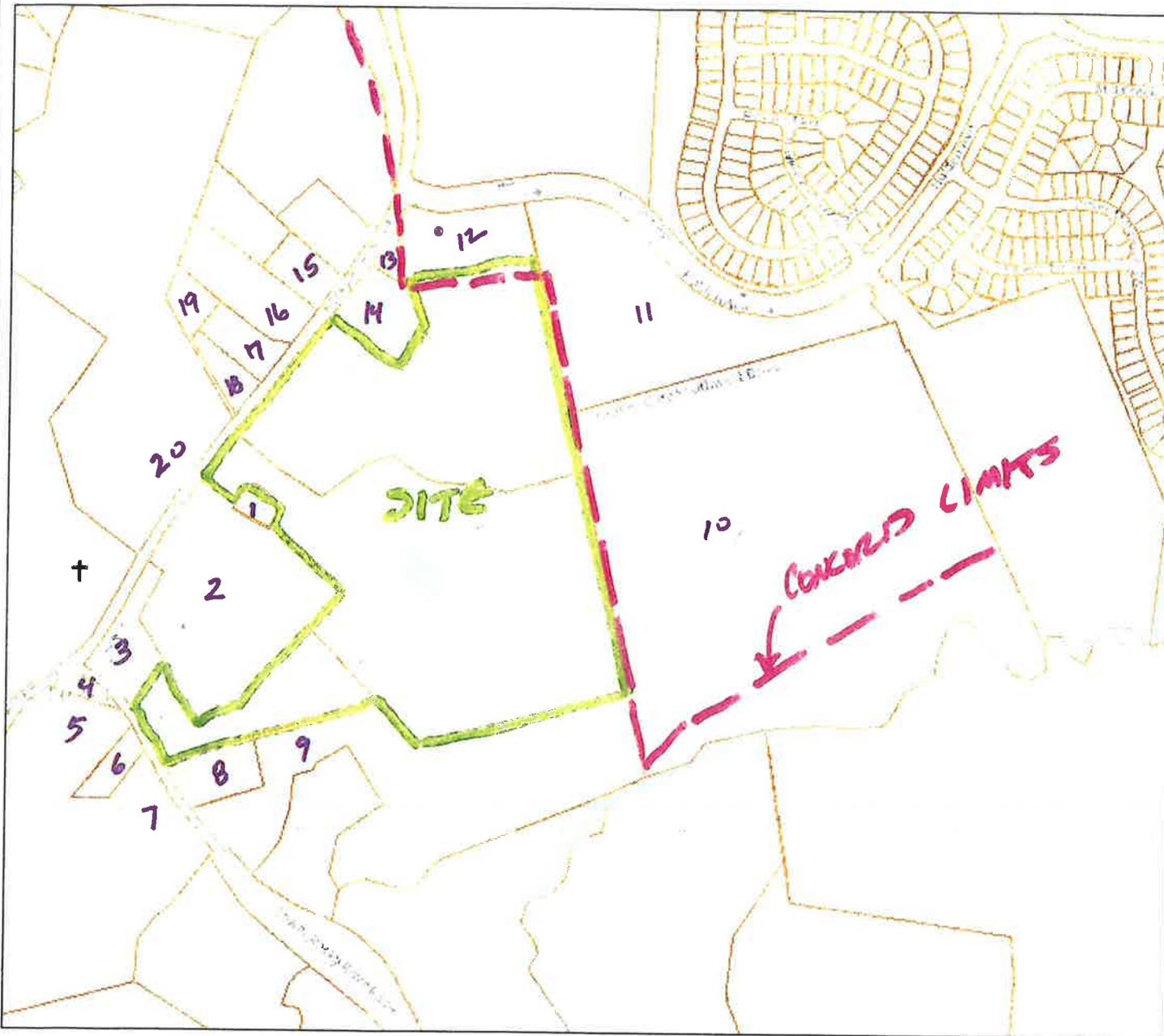
Parcel PIN 55274280380000
Land Units 3.189
Land Units Type AC
Land Value Null
Building Value Null
Assessed Value Null
Market Value Null

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



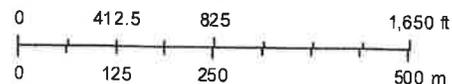
Property Real ID 01-019 -0002.26
Physical Address: 1002 HOLDEN AVE SW CONCORD NC 28025
Owner Name 1: MILLS VENTURES LLC
Owner Name 2:
Mailing Address: ATTN: R DEAN HARRELL 5615 POTTER RD
Mail City: MATTHEWS
Mail State: NC
Mail Zip: 28104

Parcel PIN 55274280380000
Land Units 3.189
Land Units Type AC
Land Value Null
Building Value Null
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Map Created By Cabarrus County IT Department
 Data Sources: Cabarrus County Land Records

1:9,028



Print Date: July 9, 2019

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



Subject Property Map

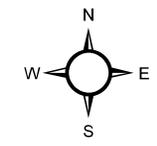
ANX-07-19

Keith Rains

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

PINs:

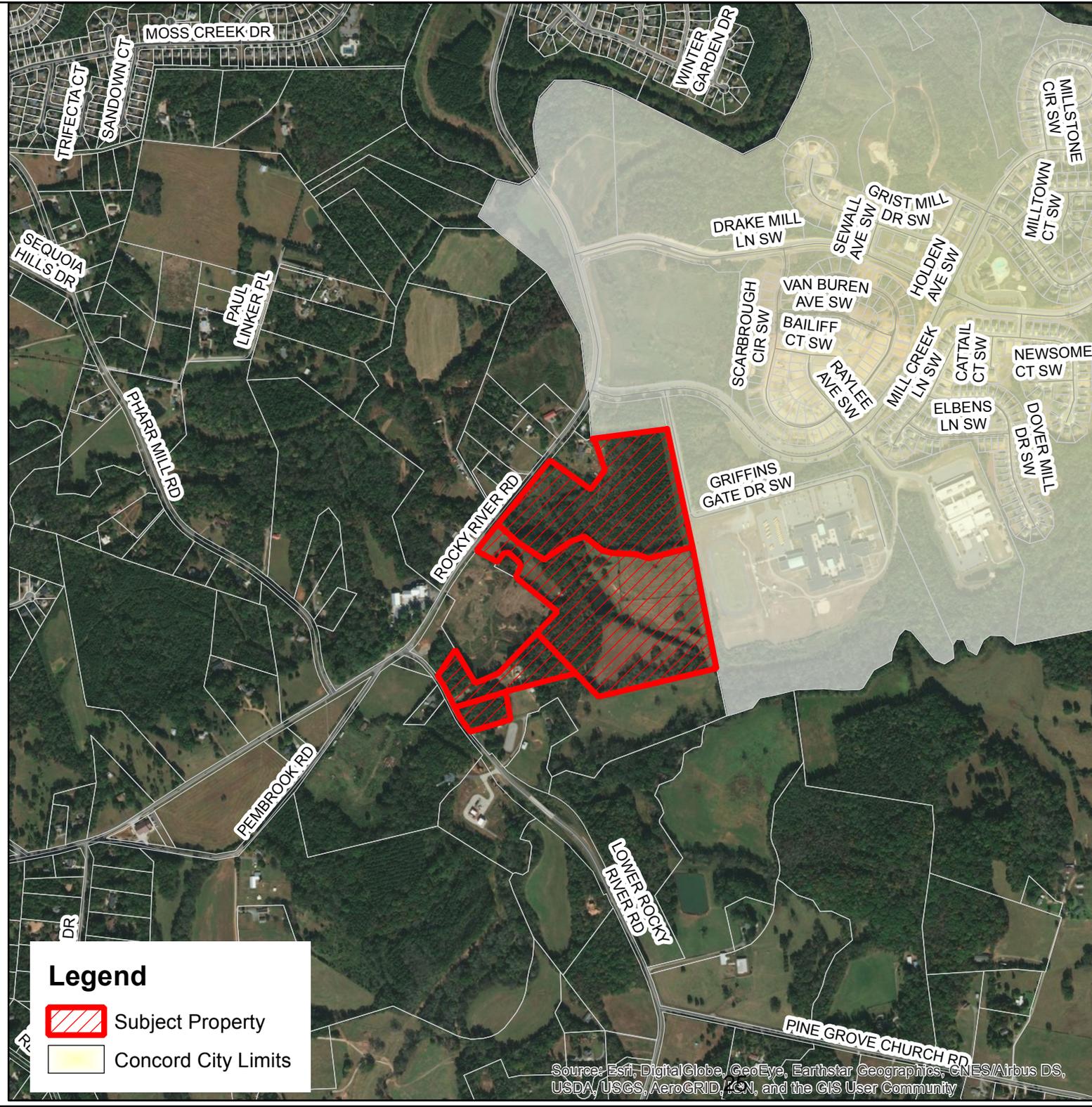
- 5527-41-6442,
- 5527-40-6497,
- 5527-40-1148,
- 5526-39-8913



Source: City of Concord Planning Department

Disclaimer

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Legend

- Subject Property
- Concord City Limits

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

LAW OFFICES OF ROBERT M. CRITZ, P.A.

ROBERT M. CRITZ
SUZANNE HORNADAY BIRMINGHAM
MARY ELIZABETH STEWART

33 CHURCH STREET, SE
P.O. BOX 745
CONCORD, NC 28026-0745
704-788-2906
TELECOPIER 704-788-2865

November 25, 2019

VIA HAND DELIVERY

City of Concord
Attn: Scott Sherrill, AICP
35 Cabarrus Avenue, W.
Concord, NC 28025

**RE: Bonds / Belt Road
Our File No. 27823-C**

Mr. Sherrill:

Please find enclosed the following:

- 1) Petition for Closure of Right-of-Way, including required attachments; and
- 2) Permanent Public Utility Easement from the Bonds Family Limited Partnership to the City of Concord.

Please do not hesitate to contact me with any questions.

Sincerely,



Christin Coble
Real Estate Paralegal

Enclosures



Petition for Closure of Right-of-Way
(Type or print in black ink)

Applicant: Bonds Family Limited Partnership Date: 11/19/2019
Applicant's address: 655 Pitts School Road
Concord, NC 28025

Applicant's telephone: Home: 704-782-577 Work:

Location of right-of-way proposed for closure (name, paved, unpaved, etc.):
Unopened portion of Belt Road, see attached survey

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

Name: N/A Name:
Address: Address:
Name: Name:
Address: Address:

Reason for Petition for Closure of Right-of-Way: To combine with existing property
owned by Applicant on both sides of the unopened portion of
Belt Road

PIN 4690-30-9813 (Applicants existing property)

Signature(s) of applicant(s): Maggie B. Bonds Date: 11/19/2019
General Partner Date:
Date:
Date:

- Required Attachments/Submittals:
1. Legal petition (boundary description)
2. Tax map with subject right-of-way delineated
3. Filing fee (check payable to City of Concord) - see the Official Fee Schedule for the applicable fee. \$300
4. Cabarrus County Land Records print-out of names and addresses of all immediately adjacent n/a

Please submit this application to the Planning & Neighborhood Development Department

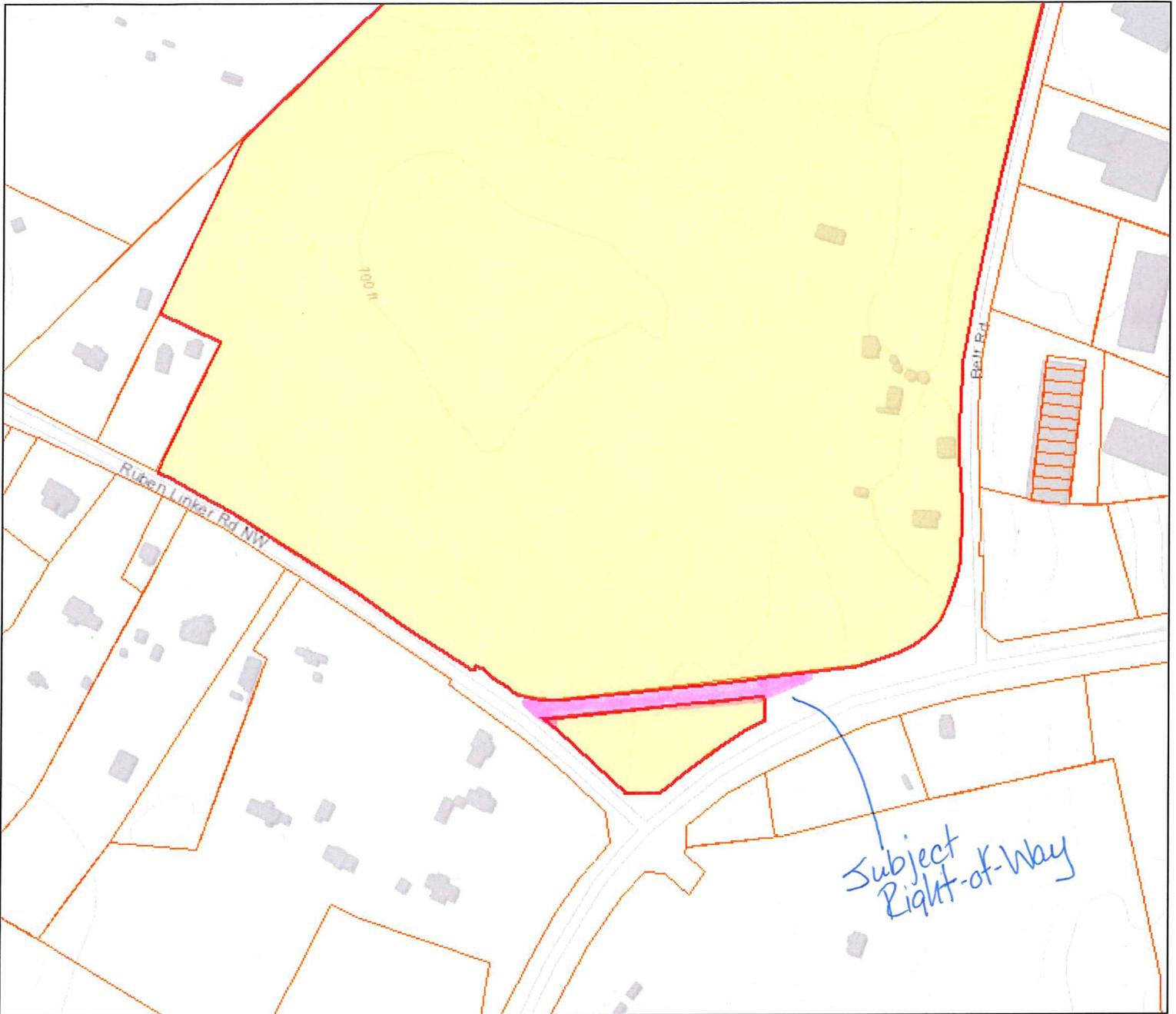
Staff Use Only:
Fee: Received by: Date:

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

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the east side of Ruben Linker Road (variable public right-of-way), and on the north side of (but not adjoining) Weddington Road (variable public right-of-way), adjoining the property of The Bonds Family Limited Partnership ["Bonds Partnership" (Book 13350, Page 137)], and being known as Belt Road [unopened 40' public right-of-way(containing 0.482 acre)], and being more particularly described as follows:

BEGINNING at a 1/2" rebar on the east side of Ruben Linker Road, N.W., the northwestern corner of that 0.861 acre tract as identified on that Exemption Plat entitled 1.154 AC-WEDDINGTON ROAD [see Map Book 79, Page 35, Cabarrus County Registry (the Plat)], and run thence with the southern right-of-way line of Belt Road, and with the northern line of said 0.861 acre tract, N. 85-21-18 E. [passing on line calculated points at 35.40 feet (a corner of an existing Electrical Easement recorded in Book 7566, Page 46, Cabarrus County Registry) and at 305.35 feet] 310.47 feet to a 5/8" rebar, a corner of said 0.861 acre tract, and that 0.293 acre tract, as identified on the Plat; thence with the northern line of the 0.293 acre tract, 151.03 feet to a 5/8" rebar, the northeastern corner of the 0.293 acre tract in the terminus of Belt Road; thence with the terminus of Belt Road, N. 49-55-02 E. 68.99 feet to a computed point in the line of the Bonds Partnership property; thence two (2) courses and distances with the line of the Bonds Partnership property, and with the northern line of Belt Road, as follows: (1) S. 85-21-18 W. 481.51 feet to a computed point; and thence (2) with a curve to the right, at a radius of 223.73 feet, an arc distance of 115.31 feet, said arc being subtended by a chord having a chord bearing of S. 80-08-47 W., a chord distance of 114.04 feet to a computed point on the northeast side of Ruben Linker Road; thence with the northeast side of Ruben Linker Road, and with a curve to the right, at a radius of 2030.00 feet, an arc distance of 101.11 feet, said arc being subtended by a chord having a chord bearing of S. 51-57-15 E., a chord distance of 101.10 feet to the point of BEGINNING, containing 0.482 acre, as shown on that Lot Survey entitled 1.636 AC-WEDDINGTON ROAD, by R. Scott Dyer, PLS, October 31, 2018.

PIN 46903098130000

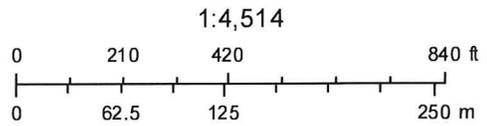


Property Real ID	02-033 -0001.00	Parcel PIN	46903098130000
Physical Address:	655 PITTS SCHOOL RD NW CONCORD NC 28027	Land Units	296.491
Owner Name 1:	BONDS FAMILY LTD PARTNERSHIP	Land Units Type	AC
Owner Name 2:	A N C LTD PARTNERSHIP	Land Value	Null
Mailing Address:	655 PITTS SCHOOL RD	Building Value	Null
Mail City:	CONCORD	Assessed Value	Null
Mail State:	NC	Market Value	Null
Mail Zip:	28027		

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

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



Prepared by and Return to Concord City Attorney, ROD Box

STATE OF NORTH CAROLINA)
COUNTY OF CABARRUS)

P/O PIN # 4690-30-9813

Permanent Public Utility Easement

The undersigned Grantor, **THE BONDS FAMILY LIMITED PARTNERSHIP**, in consideration of payment to the Grantor of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the **CITY OF CONCORD**, a North Carolina municipal corporation ("**Grantee**"), its successors, assigns and licenses, the right, privilege, and easement to enter and re-enter at any time and to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol one or more public utilities, over ground or underground, including but not limited to above ground or below ground electrical infrastructure, underground pipes, other utility lines, and including but not limited to wastewater infrastructure, underground pipes, utility lines, any and all related fixtures or appurtenances; the right to clear the easement area 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 area, but also which interfere with the utility easement or the easement area; the above described rights being incident to performance by the Grantee of its functions as a municipality or as the operator of a public utilities system, or the performance by any contractor, agent or licensee of the Grantee of any public utilities functions, the premises to be affected being more particularly described as follows:

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the East side of Ruben Linker Road (variable public right-of-way), and on the North side of Weddington Road (variable public right-of-way), adjoining the property of The Bonds Family Limited Partnership ["Bonds Partnership" (Book 13350, Page 137)], and being known as Belt Road [unopened 40' public right-of-way(containing 0.482 acre)], together with a 0.055 acre tract lying to the south thereof (Area in Electrical Easement), and being more particularly described as follows:

BEGINNING at a ½" rebar on the east side of Ruben Linker Road, N.W., the northwestern corner of that 0.861 acre tract as identified on that Exemption Plat entitled 1.154 AC-WEDDINGTON ROAD [see Map Book 79, Page 35, Cabarrus County Registry (the Plat)], and run thence with the southern right-of-way line of Belt Road, and with the northern line of said 0.861 acre tract, N. 85-21-18 E. 35.40 feet to a calculated point, a new corner; thence six (6) new courses and distances through the 0.861 acre tract, as follows: (1) S. 08-52-56 W. 17.91 feet to a calculated point; thence (2) N. 80-45-59 E. 34.74 feet to a calculated point; thence (3) S. 14-17-14 E. 12.05 feet to a calculated point; thence

(4) N. 75-42-46 E. 10.00 feet; thence (5) N. 14-17-14 W. 11.04 feet to a calculated point; and thence (5) N. 81-52-33 E. 229.91 feet to a calculated point in the southern right-of-way line of Belt Road and in the northern line of said 0.861 acre tract; thence with the southern right-of-way line of Belt Road, and the northern line of said 0.861 acre tract, N. 85-21-18 E. 5.02 feet a 5/8" rebar, a corner of said 0.861 acre tract, and that 0.293 acre tract, as identified on the Plat; thence continuing with the southern right-of-way line of Belt Road, and with the northern line of the 0.293 acre tract, N. 85-21-18 E. 151.03 feet to a 5/8" rebar, the northeastern corner of the 0.293 acre tract in the terminus of Belt Road; thence with the terminus of Belt Road, N. 49-55-02 E. 68.99 feet to a computed point in the line of the Bonds Partnership property; thence two (2) courses and distances with the line of the Bonds Partnership property, and with the northern line of Belt Road, as follows: (1) S. 85-21-18 W. 481.51 feet to a computed point; and thence (2) with a curve to the right, at a radius of 223.73 feet, an arc distance of 115.31 feet, said arc being subtended by a chord having a chord bearing of S. 80-08-47 W., a chord distance of 114.04 feet to a computed point on the northeast side of Ruben Linker Road; thence with the northeast side of Ruben Linker Road, and with a curve to the right, at a radius of 2030.00 feet, an arc distance of 101.11 feet, said arc being subtended by a chord having a chord bearing of S. 51-57-15 E., a chord distance of 101.10 feet to the point of BEGINNING, containing a total of 0.537 acre, as shown on that Lot Survey entitled 1.636 AC-WEDDINGTON ROAD, by R. Scott Dyer, PLS, October 31, 2018, a copy of which is attached hereto as EXHIBIT "A", and incorporated fully herein by reference.

The property described herein is subject to all rights-of-way, easements and restrictions of record.

The Grantor, by the execution of this instrument, acknowledges the plans for the above referenced project as it affects the remaining property has been fully explained to its authorized representative.

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 as to the permanent easement.

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 Permanent Easement 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 or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such strip, without the express written permission of the Grantee.

IN WITNESS WHEREOF these presents have been duly executed by the Grantor on this the 19th day of November, 2019.

GRANTOR:

The Bonds Family Limited Partnership

By: Margie Burris Bonds
General Partner

Name: Margie Burris Bonds

Title: General Partner

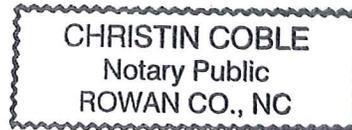
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that **Margie Burris Bonds** personally appeared before me this day and acknowledged that she is the General Partner of **The Bonds Family Limited Partnership**, a North Carolina limited partnership, and that she as General Partner, being authorized to do so, executed the foregoing on behalf of the partnership.

WITNESS my hand and Notarial Seal this the 19th day of November, 2019.

Christin Coble
Notary Public

My Commission Expires: 02/17/2023





City of Concord
 35 Cabarrus Ave. W
 Concord, NC 28025

Paid Receipt Number: 589671

Application Name: Abandonment of Right-of-Way

Record Number: CN-GIS-2019-00004

Record Type: GIS / NA / NA

Record Address:

Applicant:

Applicant Address:

Licensee:

Licensee Address:

Description: 655 Pitts School Road
 Abandonment of Right-of-Way

CN-GIS-2019-00004 -- -- Status: Paid -- -- Ref Num: 3938 -- -- Payee: N/A						
Date	Qty	Units	Description	Cashier ID	Pay Method	Amount
11/27/2019 10:44 AM	300.00		Concord - GIS Misc	ASHACKELFOR D	Check	\$300.00
Total:						\$300.00

For Building and Trade Permits only:

Informal review of inspectors' decisions is available on the Cabarrus County website, <https://www.cabarruscounty.us/departments/construction-standards>

For questions concerning this process, please contact the appropriate person below based on your jurisdiction.

Chief Codes Enforcement Officer
 Todd Culp
 704-920-2128
 construction2222@cabarruscounty.us

Cabarrus County Fire Marshal
 Steve Langer
 704-920-2561
 SMLanger@cabarruscounty.us

Concord Fire Marshal
 Adam Ryerson
 704-920-5535
 ryerson@concordnc.gov

Harrisburg Fire Marshal
 Jeff Williams
 704-455-3574
 jwilliams@hfdnc.org

Kannapolis Fire Marshal
 Shane Pethel
 704-920-4280
 SPethel@kannapolisnc.gov

A RESOLUTION ORDERING THE CLOSING OF A PORTION OF BELT RD
BETWEEN RUBEN LINKER RD NW AND WEDDINGTON RD

WHEREAS, on the 9th day of January, 2020, the City Council for the City of Concord directed the City Clerk to publish the Resolution of Intent of the City Council to consider the closing a portion of Belt Rd. between Ruben Linker Rd. NW and Weddington Rd. in the Independent Tribune newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the City Hall at 35 Cabarrus Avenue, West, Concord, N.C., on February 13, 2020.

WHEREAS, the City Council on the 9th day of January, 2020, ordered the City Clerk to notify all persons owning property abutting on that portion of the right-of-way, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the City Clerk has advised the City Council that she sent a letter to each of the abutting property owners advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to closing that portion of the alley would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the City Clerk has advised the City Council that adequate notices were posted on the applicable street(s) as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on the 13th day of February 2020; and

WHEREAS, it now appears to be to the satisfaction of the City Council that the closing of said portion of street is not contrary to the public interest and that no individual owning property, either abutting the street or in the vicinity of the street, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW, THEREFORE, the area described below is hereby ordered closed, and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the abutting property owner in accordance with the provisions of N.C.G.S. §160A-299;

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the east side of Ruben Linker Road (variable public right-of-way), and on the north side of (but not adjoining) Weddington Road (variable public right-of-way), adjoining the property of The Bonds Family Limited Partnership ["Bonds Partnership" (Book 13350, Page 137)], and being known as Belt Road [unopened 40' public right-of-way (containing 0.482 acre)], and being more particularly described as follows:

BEGINNING at a ½" rebar on the east side of Ruben Linker Road, N.W., the northwestern corner of that 0.861 acre tract as identified on that Exemption Plat entitled 1.154 AC-WEDDINGTON ROAD [see Map Book 79, Page 35, Cabarrus County Registry (the Plat)], and run thence with the southern right-of-way line of Belt Road, and with the northern line of said 0.861 acre tract, N. 85-21-18 E. [passing on line calculated points at 35.40 feet (a corner of an existing Electrical Easement recorded in Book 7566, Page 46, Cabarrus County Registry) and at 305.35 feet] 310.47 feet to a 5/8" rebar, a corner of said 0.861 acre tract, and that 0.293 acre tract, as identified on the Plat; thence with the northern line of the 0.293 acre tract, 151.03 feet to a 5/8" rebar, the northeastern corner of the 0.293 acre tract in the terminus of Belt Road; thence with the terminus of Belt Road, N. 49-55-02 E. 68.99 feet to a computed point in the line of the Bonds Partnership property; thence two (2) courses and distances with the line of the Bonds Partnership property, and with the northern line of Belt Road, as follow (1) S. 85-21-18 W. 481.51 feet to a computed point; and thence (2) with a curve to the right, at a radius of 223.73 feet, an arc distance of 115.31 feet, said arc being subtended by a chord having a chord bearing of S. 80-08-47 W., a chord distance of 114.04 feet to a computed point on the northeast

side of Ruben Linker Road; thence with the northeast side of Ruben Linker Road, and with a curve to the right, at a radius of 2030.00 feet, an arc distance of 101.11 feet, said arc being subtended by a chord having a chord bearing of S. 51-57-15 E., a chord distance of 101.10 feet to the point of BEGINNING, containing 0.482 acre, as shown on that Lot Survey entitled 1.636 AC_WEDDINGTON ROAD, by R. Scott Dyer, PLS, October 31, 2018.

The Mayor and the City Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed street (with provision for reservation of easements to the City of Concord for utility purposes) in accordance with the provision of G.S. 160A-299(c).

The City Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Cabarrus County a certified copy of this resolution and order.

This the 13th day of February, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, City Clerk

CITY OF CONCORD
COUNTY OF CABARRUS
NORTH CAROLINA

ECONOMIC DEVELOPMENT
AGREEMENT BETWEEN
CITY OF CONCORD AND
4540 FORTUNE AVE, LLC

This ECONOMIC DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into effective as of October 12, 2016 (the “**Agreement Date**”) by and between 4540 Fortune Ave, LLC, a North Carolina limited liability company (the “**Company**”), its successors and/or assigns, and the City of Concord, North Carolina, a North Carolina municipal corporation (the “**City**”).

RECITALS:

WHEREAS, the City is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable and well-paying jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation of a substantial investment in the City and to encourage economic growth and development opportunities which the City has determined will be made possible pursuant to the Project; and

WHEREAS, the Company is engaged in the development of class A office buildings; and

WHEREAS, the Company proposes to develop and outfit a class A office speculative building in Concord on Lots 7 and 8 of Phase II of the International Business Park at Concord (the “**Site**”) and make an estimated capital investment of \$8,110,967.00 at the Site, an initial rendering of which is attached hereto as Exhibit A (the “**Project**”); and

WHEREAS, the City recognizes that the Project may bring direct and indirect benefits to the City, including development of a new or expanding business, job creation, economic diversification and stimulus, and has offered economic development incentives (the “**EDI Grants**”) to induce the Company to locate the Project at the Site; and

WHEREAS, to encourage community comment and fulfill the requirements of the General Statutes, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on May 12, 2016; and

WHEREAS, the City hereby acknowledges that the terms of this Agreement, including specifically the development of the Project and the EDI Grants described in this Agreement, constitute a dispositive inducement to the City to offer this Agreement and similarly the Company hereby acknowledges that its decision to locate the Project at the Site resulted from the City’s offer of local incentives described in this Agreement and that such incentives serve a valid public purpose.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. Company Investment

In return for the assistance and consideration being provided by the City under the terms of this Agreement, Company agrees as follows:

A. The Project: Investment, Description and Time Frame

Company will spend an estimated amount of \$8,110,967.00 within three (3) years of the Agreement Date (the “**Investment Term**”), on capital costs related to the Project. The Project shall result in the development and outfitting of one class A office speculative building that targets high tech and/or class A office tenants, having an area of not less than 75,000 square feet located at the Site. The project shall include high quality standard finishes and state of the art technology systems, examples of which may include:

- Fiber optic capability
- High-tech security
- Wi-Fi capability throughout the building
- At initial installation, high quality elevator system, if applicable
- At initial installation, high quality HVAC system
- Low-VOC paint
- Upgraded Carpeting
- Integration of glass both inside and outside that maximizes lighting and appeal
- Upgraded lighting including both indirect lighting and LEDs
- Energy efficient and environmentally sustainable technologies
- In-house dining options and/or workout facilities
- In-door atrium
- Finishes may include mahogany and imported tile
- Lobby appointed with marble and glass

As well as, parking lots, storm water retention or detention facilities, landscaping and other appurtenances necessary and traditional for business or as provided by law. Company shall comply with all requirements of the City’s planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.

B. Build, Open, and Market

1. Company must build or cause to be built, open and market for sale or lease, the Project within the Investment Term. Failure to build, open and market within the Investment Term shall void this Agreement.
2. The Company must then continuously market the Project as a speculative class A office shell building for the term of this Agreement, or until fully occupied by lessees, or sold, whichever first occurs.

3. During the term of this Agreement, the Company must contract for and use at the Project the following utilities to the extent the same are provided by and are available from the City: potable water and sanitary sewerage treatment.

C. Request Incentives and Provide Documentation of Investment

After Company has completed the construction and the equipping of the Project, Company must submit the following documentation to the City's Accountant to begin the EDI Grants:

1. Cabarrus County Tax Assessors listing of tax value for the property;
2. a written request for incentive payment designating the year for which incentives are requested;
3. proof of payment of taxes then due and outstanding to the City for the applicable Tax Year for which incentives are requested; and
4. proof reasonably satisfactory to the City, that the Project is occupied by a high tech and/or class A office tenant.

Company must make a separate request for each of the three contemplated EDI Grant payments and shall update the required documentation for the applicable Tax Year in which EDI Grant payments are requested. Company shall promptly provide any information evidencing compliance with this Agreement as the City may reasonably request. EDI Grant requests shall be based on one Tax Year only and EDI Grant payments shall not be processed or paid more than once per calendar year. In the event more than one EDI Grant payment is requested in a calendar year, the first payment request received shall be processed and paid and the subsequent request shall be processed and paid in the following year.

II. City Economic Development Incentives

In consideration of the Company's agreement to locate the Project at the Site, the City will provide the EDI Grants as follows:

- A. The City agrees to provide EDI Grants to Company for a term of three (3) years (Payment Term). The three year Payment Term shall begin upon the Company's written request for EDI Grant payments, provided that a high tech and/or class A office tenant occupies the building and that the other requirements of this Agreement are met, and shall continue for three (3) consecutive years.
- B. The EDI Grant amount is calculated as follows:

Assessed Valuation of the Project for the applicable Tax Year
minus the Assessed Valuation of the Project for the Base Year
X the then applicable City *ad valorem* tax rate

X 85%.
= EDI Grant payment

Assessed Valuation means

- a) for real property, the Cabarrus County Tax Assessor's official valuation of the applicable real property for property taxation purposes excluding any increases in land valuation, and
- b) for personal property, the value the Company declares on its property tax return to Cabarrus County, subject to the County's customary verification procedures and valuation procedures for subsequent years.

The current ad valorem City tax rate is 0.0048. The number may vary based on the applicable year in which each Grant payment is calculated and paid.

Base Year means as of January 1, 2016 for the purposes of calculating the investment. The existing tax parcel shows a total assessed value for lots 7, 8, and 9 at International Business Park at Concord. A Base Year Assessed Valuation for only the Site must be determined in order to calculate the City's EDI Grant payments to the Company. A Base Year Assessed Valuation will be determined by the Cabarrus County Tax Assessor after the existing tax parcel is subdivided.

Tax Year means the calendar year in which ad valorem taxes are assessed on a given investment.

For example, Tax Year 2015 is Calendar Year (CY) 2014.

2014 A capital investment increases in a property's value

2015 increase is captured by the Tax Assessor and is reflected in the Assessed Value as of Jan. 2015. Ad valorem taxes are billed in August (2015) of each year and due without penalty by January (2016) of the following year.

An example of the calculation of an EDI Grant payment, if the Company has invested \$8,110,967.00 and assuming the ad valorem City tax rate is 0.0048, the applicable EDI Grant payment would be calculated as:

$$\$8,110,967.00 \times .0048 \times 85\% = \$27,577.24$$

- C. Both parties agree that calculation of the incentives is based solely on the Assessed Valuation by the Cabarrus County Tax Assessor. The Assessed Valuations made by the Cabarrus County Tax Assessor are deemed by both parties to be the conclusive and final determination of the investments made by the Company; provided, that the Company does not waive any rights it may have to dispute any assessments against the Site or the Project by the County of Cabarrus or the City of Concord.
- D. If the Assessed Valuation of the Project (or any part of it) is disputed by the Company, its agents, employees or lawyers, and as a result of such dispute, the

Company withholds any part of payment of its *ad valorem* taxes to the City, then the City shall make the EDI Grant payment as calculated only on the undisputed amount of the Assessed Valuation. Should the Assessed Valuation be determined by a tribunal of proper jurisdiction or otherwise resolved, and the Company gives written notice to the City that the dispute of valuation is resolved within the Payment Term, then the City will make the payment on the amount so resolved upon the request of the Company and such reasonable documentation of the resolution. The Company shall notify the City in writing of any appeal it makes to the Cabarrus County Board of Equalization and Review and/or the N.C. Property Tax Commission. Failure to notify the City of any appeals is a default under this Agreement.

- E. The Company shall produce and the City is entitled to receive such reasonable records related to the Company's real and personal property investment in the Project as the City may reasonably request in the performance of this Agreement.
- F. The City shall pay the first EDI Grant to the Company by the later of (i) May 30 of the Tax Year in which the request was made or (ii) thirty (30) days following the request, provided that (i) the data requested under Section I.C. may be verified by City staff, and (ii) Cabarrus County Tax Assessor has completed any audits of the Assessed Valuation.
- G. In no case shall the City make any EDI Grant payment(s) for any year and any subsequent year during which the Company ceases to market the Project.

III. Reduction and Recapture of Incentives

- A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City by Company related to the Project at the time an EDI Grant is to be paid, the City may set off from any EDI Grant any amount(s) so owed by Company to City.
- B. If for any reason Company fails to invest at least \$1,500,000.00 within three (3) years from the Agreement Date, then the City will have no responsibility to make any EDI Grant payments pursuant to this Agreement.
- C. Company acknowledges that the EDI Grant payments shall only be calculated on verified Assessed Valuations resulting from capital investments related to the Project. The Company's actual investment amount may vary from the estimated amount appearing in Section I.A. of this Agreement and may vary from the amount reflected in the Assessed Valuation.
- D. During the three year Payment Term, the EDI Grant payment is calculated on the total change in Assessed Valuations for the applicable Tax Year from the Assessed Valuation for the Base Year. If the Assessed Valuation increases in any of the two subsequent years of the Payment Term, the corresponding EDI Grant will increase accordingly.

EXAMPLE: Hypothetical Company agrees to invest \$10,000,000 in year one which is expected to increase the Assessed Valuation on a dollar-for-dollar basis. The Tax Assessor finds the increase in tax value to be only \$9,000,000. The incentive paid by City for year one is \$36,720.00. [$\$9,000,000 \times .0048 \times 85\%$] In year two, Company invests another \$1,000,000 which does result in a dollar-for-dollar valuation increase for a total Assessed Valuation of \$10 million. The incentive paid by the City for years two and three is \$40,800.00 per year. [$\$10,000,000 \times .0048 \times 85\%$]

Similarly, if the Assessed Valuation for the applicable Tax Year decreases in any of the subsequent years of the Payment Term, such reduction in total Assessed Valuation will be reflected in a decreased EDI Grant payment amount.

- E. The City is not required to make any EDI Grants to Company at any time after any public announcement by Company of its plan to cease marketing the Project.
- F. The provisions of this Section III survive the termination of this Agreement.

IV. Indemnification and Limitations

Company will indemnify and hold harmless the City, and its officers and employees (the "Indemnified Parties"), for damages imposed upon them by a court of final and non-appealable determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification (i) is subject to an aggregate cap equal to the EDI Grant payments actually received by the Company, (ii) is not contrary to law and (iii) shall not apply to third party claims arising out of or relating to an intentional or negligent act or omission of any Indemnified Parties. The City agrees that none of the foregoing shall be construed to release the City from the obligations it has undertaken elsewhere in this Agreement, in connection with the EDI Grant payments or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

COMPANY SHALL NOT BE LIABLE TO THE CITY UNDER ANY CIRCUMSTANCES FOR ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF THE COMPANY IN THE PERFORMANCE REQUIRED OF IT BY THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

V. Disclaimer of Warranties

Company acknowledges that the City has not designed the Project, that the City has not supplied any plans or specifications with respect thereto and that the City: (a) is not a manufacturer of, or dealer in, any of the component parts of the Project or similar Project, (b) has not made any recommendation, given any advice nor taken any other action with

respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to the Project or any component part thereof or any property or rights relating thereto or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Project or any component part thereof, and (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefor, or (iii) is safe in any manner or respect.

The City makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that as between the City and Company, Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the City.

The provision of this Section V shall survive the Agreement's termination.

VI. Termination of Agreement

This Agreement shall terminate after the City has made the last of the EDI Grant payments required by this Agreement, or in no case later than six (6) years from the Agreement Date. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement. [Valerie: the Company has three years from the Agreement Date to complete the Project.]

VII. Assignments

The Company shall not assign this Agreement or any portion thereof without the written consent of the City which will not be unreasonably withheld, conditioned or delayed, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the City which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, the Company shall be permitted without obtaining the City's consent to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business, or to any person or entity that acquires the Project (and any such party shall assume all obligations of the Company under this Agreement), provided that City Accountant is notified in writing of

such assignment within thirty days. However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

VIII. Representations

The Company represents as of the date of this Agreement as follows:

- A. The Company (i) is a North Carolina limited liability company and/or corporation duly organized and validly existing under the laws of its state of organization; (ii) is duly qualified to transact business and is in good standing in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.
- B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.
- C. The Company has duly authorized, executed, and delivered this Agreement, and to the Company's knowledge, this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.
- D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

The City represents as of the date of this Agreement as follows:

- A. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- B. With respect to this Agreement, City has complied fully with all requirements of N.C. General Statute 158-7.1, to the City's ability and knowledge.
- C. The City shall make every effort to include the amounts of the EDI Grant payments in the City's annual budget ordinance.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN FORCE. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE TAKES PRIORITY.

IX. Miscellaneous

- A. **Definitions.** All terms used in this Agreement and not otherwise defined will have their commonly accepted dictionary meanings.
- B. **Governing Law.** The parties intend that the law of the State of North Carolina will govern this Agreement.
- C. **Notices.**
 - 1) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
 - 2) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by email, by hand, by private delivery service or by US Postal Service, first-class certified mail, postage prepaid, and addressed as follows:

If to Company:

Emmitt H. Black
4540 Fortune Ave., LLC

797 Davidson Drive
Concord, North Carolina 28025

With a copy to:

Nolim Development One, Inc.
1499 West Palmetto Park Road
Suite 204
Boca Raton, FL 33486
Attn: Stephanie Andreoni

If to the City:

City Manager
City of Concord
35 Cabarrus Avenue, West
Concord, NC, 28025

P. O. Box 308
Concord, NC 28026-0308

hiattb@concordnc.gov

With a required copy to:

City Attorney
City of Concord
35 Cabarrus Avenue, West
Concord, NC 28025

P.O. Box 308
Concord, NC 28026-0308

kolczynv@concordnc.gov

Requests for EDI Grants to: City Grant Accountant

With a copy to:

Finance Director

Both at:

City of Concord
Finance Dept.
35 Cabarrus Avenue, West
Concord, NC, 28025

PO Box 308
Concord, NC 28026-0308

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

- D. **Non-Business Days.** If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day. A Business Day shall be any day Monday through Friday excluding any day which is a legal holiday and the United States Post Office is closed for transactions.
- E. **Entire Agreement: Amendments.** This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.
- F. **Binding Effect.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City under Sections I and II, other than the performance by Company of its obligations under this Agreement.
- G. **Time.** Time is of the essence in this Agreement and each and all of its provisions.
- H. **Liability of Officers and Agents.** No officer, agent, or employee of the City or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- I. **Counterparts.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.
- J. **Provide W-9 To City.** Company shall provide a completed W-9 form to the City upon execution of this Agreement.
- K. **Dissolution of Company.** If the Company's legal entity is dissolved or suspended and the Company does not notify the City of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City, shall be declared null and void or the Company shall execute a new Agreement showing the Company's correct legal entity.
- L. **Notice of Potential Disclosure of Confidential Company Information.** The Company acknowledges that it has been informed by the City that the City is required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes § 132-1, upon request. All information disclosed to the City by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City upon request as provided by North

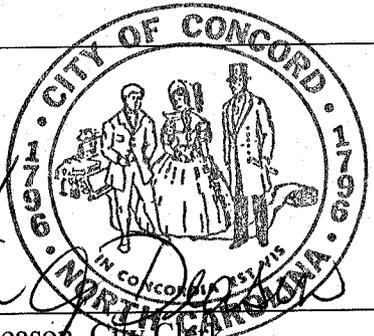
Carolina General Statutes § 132-6. The City may withhold from disclosure confidential records as defined by North Carolina General Statutes § 132-1.2. The Company acknowledges that it has read and is familiar with the City's obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute § 132.1.2 the City shall, if it receives a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City's public records requirements is given pursuant to North Carolina General Statutes § 132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. Both parties agree that this Section will survive the termination of the Agreement.

- M. **Force Majeure.** Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trade; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- N. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.
- O. **Audit Right.** The City reserves the right to require a certified audit at the City's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.
- P. **Effective Date of This Agreement.** The effective date of this Agreement shall be the Agreement Date.
- Q. **Other Incentives.** Nothing contained in this Agreement shall in any way limit or be interpreted to limit, the Company and/or any end-user deriving its rights through the

Company, from making application for and ultimately being awarded any available grants or additional incentives available from the City, Cabarrus County, the State of North Carolina or under any federal program with regard to the construction and/or operation of the Project.

(SIGNATURES FOLLOW ON THE NEXT TWO PAGES.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

<p>[SEAL]</p>  <p>ATTEST:</p> <p>By: <u><i>Kim Deason</i></u> Kim Deason, City Clerk</p>	<p>CITY OF CONCORD NORTH CAROLINA</p> <p>By: <u><i>J. Scott Padgett</i></u> J. Scott Padgett, Mayor</p> <p>DATE: <u>10-19-16</u></p>
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This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Pam Hinson
Pam Hinson, Finance Director
City of Concord, North Carolina
Date: 10-19-16

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: *VaLerie Kolczynski*
VaLerie Kolczynski, City Attorney

	4540 Fortune Avenue, LLC BY: <u>Emmitt H. Black</u> Emmitt H. Black, Registered Agent DATE: <u>10-12-16</u>
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STATE OF NORTH CAROLINA,
 COUNTY OF Cabarrus.

I, David C. Williams, a Notary Public of Cabarrus County, North Carolina, certify that Emmitt H. Black, Registered Agent of 4540 Fortune Avenue LLC personally appeared me this day and acknowledged the due execution of the foregoing instrument.

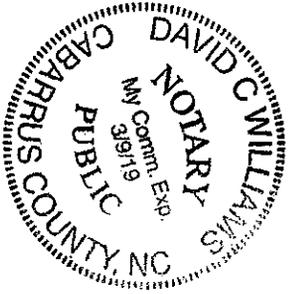
WITNESS my hand and notarial seal/stamp, this the 12 day of October, 2016.

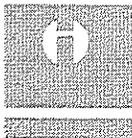
[Signature]

Printed Name of Notary: David C. Williams

My commission expires: 3/9/19

[SEAL]





Speculative Class "A" Office Building
 On Lots 7 & 8 For:
 The 4540 Fortune Avenue LLC
 International Business Park, Concord, NC

A Venture by:
THE NOLIM GROUP
cmBlack
 CONSTRUCTION CO., INC.

38 Years

CES
 Land Development Services
 2016

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
CITY OF CONCORD

AMENDMENT TO ECONOMIC
DEVELOPMENT AGREEMENT
BETWEEN CITY OF CONCORD
AND 4540 FORTUNE AVE., LLC

This AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered as of the ____ day of February 2020, by and between the City of Concord, North Carolina, a North Carolina municipal corporation (the "City"), and 4540 FORTUNE AVE., LLC (the "Company") a North Carolina limited liability company.

RECITALS

1. On October 12, 2016, the parties entered into an Economic Development Agreement concerning development and outfitting of one class A office speculative building that targets high tech and/or class A office tenants by the Company on its property located at 4540 Fortune Avenue in Concord, North Carolina (PIN 5601-84-4740).

2. This Agreement in Section VI. States that the Agreement shall terminate in no case later than six (6) years from the Agreement Date. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligation from one to the other thereafter, except as specifically noted in the agreement.

3. The Agreement Date is October 12, 2016. The termination date per Section VI. is October 12, 2022.

4. At this point no Grants have been applied for by the Company.

5. A number of considerations arose that affected the building and the Company with regard to initiating the Grants before now.

6. The Company wants to initiate its Grants under the Agreement for tax years 2020, 2021 and 2022. Without an amendment the Agreement would likely terminate before the City would make its third grant payment to the Company for tax year 2022. Because of the above considerations the City is willing to extend the termination date by one year to October 12, 2023, allowing grant payments to be paid before the termination date.

In consideration of the mutual promises set forth in this Amendment and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, the City and Company as follows:

TERMS

1. The parties agree to amend Section VI. of the Agreement to extend the termination date from six (6) years to seven (7) years from the Agreement Date. The termination date becomes October 12, 2023.

2. Except as amended above, the provisions of the Agreement between the parties remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

<p>[SEAL]</p> <p>ATTEST:</p> <p>By: _____ Kim Deason, City Clerk</p>	<p>CITY OF CONCORD NORTH CAROLINA</p> <p>By: _____ William C. Dusch, Mayor</p> <p>DATE: _____</p>
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This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Pam Hinson, Finance Director
City of Concord, North Carolina
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
VaLerie Kolczynski, City Attorney

	4540 Fortune Avenue, LLC BY: _____ Manager or Authorized Member DATE: _____
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STATE OF NORTH CAROLINA,
 COUNTY OF _____.

I, _____, a Notary Public of _____ County, North Carolina, certify that _____, _____ of _____ personally appeared me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal/stamp, this the _____ day of _____, 201__.

Printed Name of Notary: _____

My commission expires: _____

[SEAL]

Project Bluebird



Cabarrus County Economic Development Grant Analysis (3 yr)

\$2.5M Investment (Personal, with 10% depreciation)

	Year 1	Year 2	Year 3
Total Assessed Value	\$2,550,000.00	\$2,295,000.00	\$2,065,500.00
County taxes at .74	\$ 18,870.00	\$ 16,983.00	\$ 15,284.70
Grant @ 85 %	\$ 16,039.50	\$ 14,435.55	\$ 12,992.00
Net Taxes to County	\$ 2,830.50	2,547.45	\$ 2,292.71
		3 year taxes	\$ 51,137.70
		3 year grant	\$ 43,467.05
		3 yr. net revenue	\$ 7,670.66

City of Concord Economic Development Grant Analysis (3 yr)

	Year 1	Year 2	Year 3
Total Assessed Value	\$2,550,000.00	\$2,295,000.00	\$2,065,500.00
County taxes at .48	\$ 12,240.00	\$ 11,016.00	\$ 9,914.40
Grant @ 85 %	\$ 10,404.00	\$ 9,363.60	\$ 8,427.24
Net Taxes to City	\$ 1,836.00	\$ 1,652.40	\$ 1,487.16
		3 year taxes	\$ 33,170.40
		3 year grant	\$ 28,194.84
		3 yr. net revenue	\$ 4,975.56

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

Total 3-yr Grant Amount \$ 71,662

\$4.4M Investment (Personal, with 10% depreciation)

	Year 1	Year 2	Year 3
Total Assessed Value	\$4,400,000.00	\$3,960,000.00	\$3,564,000.00
County taxes at .74	\$ 32,560.00	\$ 29,304.00	\$ 26,373.60
Grant @ 85 %	\$ 27,676.00	\$ 24,908.40	\$ 22,417.56
Net Taxes to County	\$ 4,884.00	\$ 4,395.60	\$ 3,956.04
		3 year taxes	\$ 88,237.60
		3 year grant	\$ 75,001.96
		3 yr. net revenue	\$ 13,235.64

	Year 1	Year 2	Year 3
Total Assessed Value	\$4,400,000.00	\$3,960,000.00	\$3,564,000.00
County taxes at .48	\$ 21,120.00	\$ 19,008.00	\$ 17,107.20
Grant @ 85 %	\$ 17,952.00	\$ 16,156.80	\$ 14,541.12
Net Taxes to City	\$ 3,168.00	\$ 2,851.20	\$ 2,566.08
		3 year taxes	\$ 57,235.20
		3 year grant	\$ 48,649.92
		3 yr. net revenue	\$ 8,585.28

Total 3-yr Grant Amount \$ 123,652

Project Grand - Real and Personal Property



Cabarrus County Economic Development Grant Analysis

	2021	2022	2023	2024	2025
Total Assessed Value (Real)	\$10,000,000	\$15,000,000	\$25,000,000	\$55,000,000	\$70,000,000
Total Assessed Value (Personal)	\$1,350,000	\$1,680,000	\$2,405,000	\$3,030,000	\$13,475,000
\$1,500,000.00	\$1,350,000	\$1,230,000	\$1,095,000	\$945,000	\$810,000
\$500,000.00		\$450,000	\$410,000	\$365,000	\$315,000
\$1,000,000.00			\$900,000	\$820,000	\$730,000
\$1,000,000.00				\$900,000	\$820,000
\$12,000,000.00					\$10,800,000
County taxes at .74	\$83,990	\$123,432	\$202,797	\$429,422	\$617,715
Grant @ 85 %	\$71,392	\$104,917	\$172,377	\$365,009	\$525,058
Net Taxes to County	\$12,599	\$18,515	\$30,420	\$64,413	\$92,657
				Taxes	\$ 1,457,356
				Grant	\$ 1,238,753
				Net Taxes to County	\$ 218,603

City of Concord Economic Development Grant Analysis

	2021	2022	2023	2024	2025
Total Assessed Value (Real)	\$10,000,000	\$15,000,000	\$25,000,000	\$55,000,000	\$70,000,000
Total Assessed Value (Personal)	\$1,350,000	\$1,680,000	\$2,405,000	\$3,030,000	\$13,475,000
\$1,500,000.00	\$1,350,000	\$1,230,000	\$1,095,000	\$945,000	\$810,000
\$500,000.00		\$450,000	\$410,000	\$365,000	\$315,000
\$1,000,000.00			\$900,000	\$820,000	\$730,000
\$1,000,000.00				\$900,000	\$820,000
\$12,000,000.00					\$10,800,000
City taxes at .48	\$54,480	\$80,064	\$131,544	\$278,544	\$400,680
Grant @ 85 %	\$46,308	\$68,054	\$111,812	\$236,762	\$340,578
Net Taxes to City	\$8,172	\$12,010	\$19,732	\$41,782	\$60,102
				Taxes	\$ 945,312
				Grant	\$ 803,515
				Net Taxes to City	\$ 141,797

GRANT TOTAL: \$ 2,042,268

ORDINANCE DIRECTING THE HOUSING CODE ENFORCEMENT OFFICER TO VACATE, CLOSE, DEMOLISH AND REMOVE THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED UNTIL REPAIRED

WHEREAS, the City Council of the City of Concord finds that the property described herein is unfit for human habitation under the City Housing Code, and that all of the provisions of the Housing Code have not been complied with as a condition of the adoption of this ordinance; and

WHEREAS, said dwelling should be vacated, closed, demolished and removed to meet the requirements of the Housing Code as directed by the Housing Code Enforcement Officer, and should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of said dwelling has been given a reasonable opportunity to bring the dwelling up to the standards of the Housing Code in accordance with G.S. 160A-443 (5) pursuant to an order issued by the Housing Code Enforcement Officer on January 17, 2020 and the owner having failed to comply with the order;

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

Section 1. The Housing Code Enforcement Officer is hereby authorized and directed to place a sign containing the legend, "THIS BUILDING IS UNFIT FOR HUMAN HABITATION; THE USE OR OCCUPANCY OF THIS BUILDING FOR HUMAN HABITATION IS PROHIBITED AND UNLAWFUL." on the buildings owned by Bradford B. Clinton and wife Lynette D. Clinton and located at the following address: 1108 Elrond Dr. NW Charlotte, NC 28269.

Section 2: The Housing Code Enforcement Officer is hereby authorized and directed to proceed to vacate, close, demolish and remove the above described dwelling in accordance with his order to the owner thereof dated the 13 day of February, and with the Housing Code and G.S. 160A-443.

Section 3: It shall be unlawful for any person to remove or cause to be removed said placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building herein declared to be unfit for human habitation.

Section 4: The total cost of demolition of the above described dwelling, in accordance with this order, shall constitute a lien against subject property.

Section 5: This ordinance shall become effective February 13, 2020.

Adopted this ____ day of _____, 2020.

CITY COUNCIL
CITY OF CONCORD, N.C.

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

1108 ELROND DR



FRONT



BACK

1108 ELROND DR



LEFT



RIGHT



FINANCE ROUTING SHEET

Date: 02/13/2020

Department: Police-Code Enforcement

Award Information

Awarded To: _____

Project Number: _____

Bid Amount: _____

Bid Number: _____

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

Budgetary Impact

State/Federal Funds Required: _____

City Funds Required: To be determined by bidding.

Other Financial Resources: _____

In-Kind Services Required: _____

Budget Code: 4312-5303000

Comments

Demolition of the structure located at 1108 Elrond Dr. (PIN# 4670-84-6990) owned by Bradford B. Clinton and wife Lynette D. Clinton

Terms and Conditions of Special Waste Service Agreement

4. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Acceptable Waste shall consist of this Agreement, riders to the Agreement (if any), any Special Waste Profiles (including any approved changes and re-certifications) and any Application, permit and approval that may be applicable to the disposal of such Acceptable Waste ("Acceptable Waste Documentation").
5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").
6. **Acceptable Waste.** Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation to and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.
8. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
9. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. If any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Acceptable Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator. For the purposes of this section, written notice may be provided via email, certified mail, or overnight courier.
10. **Termination.** Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events of default: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warranties or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days' notice to Generator.
11. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
12. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below.

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,000,000 combined single limit
Automobile Liability (if Generator hauling)	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial

General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". Said policies shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insured under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Failure to Perform.** Except for Generator's obligation to pay amounts due to Company, neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Acceptable Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
15. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than in accordance herewith.
17. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.
18. **Miscellaneous.**
 - (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
 - (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - (C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
 - (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
 - (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
 - (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
 - (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
 - (I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement.

20. **Notices.** Unless otherwise provided herein, all notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

21. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Generator acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

GENERATOR: _____

REPUBLIC SERVICES/COMPANY: RL

December 2018

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and REPUBLIC SERVICES, INC. dated JANUARY 20 2020.

Scope of Services: Disposal of approximately 3,866 tons of Alum Sludge at a cost of \$80.00 per Ton, for a total estimated cost of \$309,333.00

Fee for Scope of Services:

The fee for services shall not exceed \$309,333.00 and shall be based on a time and material format, whereby fees would be invoiced by the actual tonnage deliver to the Republic Landfill at \$80.00 per Ton. Invoices shall be directed to: City of Concord Attention: **ENRIQUE A. BLAT**, Post Office Box 308, Concord, NC 28026-0308.

The budget for the scope of services is based on the following estimates:

Maximum of 3,866.00 Tons at \$80.00 per Ton for a total of \$309,333.00

EXHIBIT 'A' ADDENDUM # 1
REVISED REBID FORM

PROJECT IDENTIFICATION:

Recreation Centers HVAC Upfit – Hartsell – Logan - Academy
Project No. 2019-062

THIS BID IS SUBMITTED TO:

City of Concord
c/o Enrique A. Blat, P.E.
Deputy City Engineer
635 Alfred Brown Jr. Court SW, P.O. Box
308 Concord, North Carolina 28026-0308

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter an agreement with Owner in the form included in the Contract/BID Documents to perform and furnish all Work as specified or indicated in the Contract/BID Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract/BID Documents.

2. Bidder accepts all the terms and conditions of the Invitation to Bid and the Instructions to Bid, including without limitation those dealing with the disposition of the Bid security (if security is required by the City Manager). This Bid will remain subject to acceptance for 60 days after the day designated for reception of Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Quoting Documents within 10 days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents that:

- a. Bidder has examined copies of all the Quoting Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. 1 Dated 1/23/19

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

- b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- c. Bidder is familiar with and has satisfied itself as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, performance, and furnishing of Work.
- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have provided by the owner and under the conditions normally used and identified in the Supplementary Conditions and Special Conditions as provided in Paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in the Supplementary Conditions and Special Conditions of the extent of the "technical data"

contained in such reports and drawings upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Quoting Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- g. Bidder has given Engineer written and verbal notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid Bidder has not solicited or induced any person, firm, or corporation to refrain from quoting; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. The terms used in this BID, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

DATE: 2/6/2020

NAME OF BIDDER: Ike's Construction, Inc.

BUSINESS ADDRESS: 2319 Concord Lake Rd
Concord, NC 28025

PHONE: 704-788-2139

FAX: 704-788-2164

EMAIL: jeff@ikesconstruction.com

NC CONTRACTOR NO.: 8037 12

In compliance with the Instructions to Bidders, the undersigned, having carefully examined the Bidding Documents, Scope of Work, Special Provisions, Drawings and Specifications, all subsequent Addenda as prepared by the Owner, visited the site and being familiar with all conditions and requirements of the work, hereby agrees to furnish all labor, materials, equipment and services, etc., to complete the work required in accordance with the Contract/BID Documents for the consideration of the following amount/amounts.

LUMP SUM BASE BID (Fill in amount in words and figures, words to govern in case of conflict) includes amount shown hereinafter in Performance and Payment Bonds:

The undersigned Bidder, having carefully investigated the existing conditions at the project site, and having thoroughly familiarized himself with the Contract Documents, hereby proposes to provide all necessary labor, permits, equipment, materials, services and etc. to complete the installation of the:

Recreation Centers HVAC Upfit – Hartsell – Logan –
Academy
Project # 2019-062 Bid # 2425

All in accordance with the aforementioned Contract Documents and the attached drawings for the lump sum price of:

BASE BID \$ 563,000.⁰⁰

RELIABLE CONTROL ALLOWANCE:
(HARTSELL ONLY) \$ 4,695.00

BRICK ALLOWANCE: \$ 300.⁰⁰
INCLUDE A \$500/1000 BRICK ALLOWANCE
FOR BRICK NEEDED AND GROUT MATERIAL ONLY.
LABOR TO BE INCLUDED IN BASE BID

10% CONTINGENCY \$ 56,300.⁰⁰

TOTAL BID \$ 619,600.⁰⁰

(Total Bid should be the addition of the Base Bid, the Reliable control allowance, Brick Allowance, and 10% Contingency)

TIME OF COMPLETION

The undersigned further agrees to begin work within fourteen (14) days after a "Notice to Proceed" with an adequate work force, carry the work forward as rapidly as possible and complete the work within 100 Calendar Days.

LIQUIDATED DAMAGES

If the "Time of Completion" is not met, the City of Concord will charge liquidated damages to the contractor. Liquidated damages for failure to meet the "Time of Completion" as described in this section shall be \$100.00 per calendar day.

SIGNATURE OF BIDDER:

[Signature]
Contractor's License Number 8037

License Expiration Date 12/31/2020

If an Individual

By _____
(signature of individual)

doing business as _____

Business address _____

Phone No. _____

Date _____, 2020

ATTEST _____ TITLE

If a Partnership

By _____
(firm name)

(signature of general partner)

Business address _____

Phone No. _____

Date _____, 2020

ATTEST _____ TITLE

If a Corporation

By Ike's Construction, Inc.
(corporation name)

By [Signature]
(signature of authorized person)

(title) President

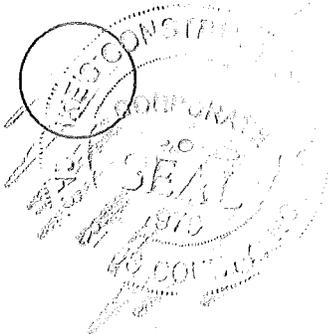
Business address 2319 Concord Lake Rd, Concord, NC 28025

Phone No. 704-788-2139

Date 2/6/2020, 2020

ATTEST [Signature] TITLE Secretary

(Seal)



If a Joint Venture (Other party must sign below.)

By (name) _____

Contractor's License Number _____

License Expiration Date _____

If an Individual

By _____
(signature of individual)

doing business as _____

Business address _____

Phone No. _____

Date _____, 2020

ATTEST _____ TITLE _____

If a Partnership

By _____
(firm name)

(signature of general partner)

Business address _____

Phone No. _____

Date _____, 2020

ATTEST _____ TITLE _____

If a Corporation

By _____
(corporation name)

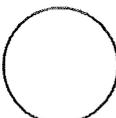
By _____
(signature of authorized person) (title)

Business address _____

Phone No. _____

Date _____, 2020

ATTEST _____ TITLE _____

(Seal) 

CITY OF CONCORD ENGINEERING DEPARTMENT

ALFRED M. BROWN OPERATIONS CENTER

635 Alfred Brown Jr. Court SW

CONCORD, NC 28026-0308

PHONE 704.920.5425

BID TABULATION FORM

TIP#: U-5522 Primary Bid NC 73

Sheets 3I-3U

No.	Sect. No.	Item Description	Quantity	Unit	Globe Communication		Haynes Electric Utilitiy		Traffic Control Devices	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
1	PSP	Mobilization	1	LS	\$ 5,138.95	\$ 5,138.95	\$ 8,400.00	\$ 8,400.00	\$ 9,000.00	\$ 9,000.00
2	PSP	Communications Cable (48 Fiber)	18947	LF	\$ 2.32	\$ 43,957.04	\$ 3.35	\$ 63,472.45	\$ 2.75	\$ 52,104.25
3	PSP	Drop Cable (6-Fiber)	290	LF	\$ 2.03	\$ 588.70	\$ 3.50	\$ 1,015.00	\$ 3.35	\$ 971.50
4	PSP	Messenger Cable (1/4")	17401	LF	\$ 1.43	\$ 24,883.43	\$ 3.30	\$ 57,423.30	\$ 2.75	\$ 47,852.75
5	PSP	Unpaved Trenching (1, 2")	69	LF	\$ 13.36	\$ 921.84	\$ 20.00	\$ 1,380.00	\$ 10.75	\$ 741.75
6	PSP	Directional Drill (2)(2")	331	LF	\$ 14.46	\$ 4,786.26	\$ 25.00	\$ 8,275.00	\$ 31.55	\$ 10,443.05
7	PSP	Tracer Wire	371	LF	\$ 0.97	\$ 359.87	\$ 1.00	\$ 371.00	\$ 0.80	\$ 296.80
8	PSP	Splice Enclosure	2	EA	\$ 3,034.95	\$ 6,069.90	\$ 2,250.00	\$ 4,500.00	\$ 2,065.00	\$ 4,130.00
9	PSP	Interconnect Center (Standard)	1	EA	\$ 942.80	\$ 942.80	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00
10	PSP	Modify Splice Enclosure	2	EA	\$ 2,665.00	\$ 5,330.00	\$ 1,500.00	\$ 3,000.00	\$ 1,250.00	\$ 2,500.00
11	PSP	Junction Box (Over-sized, Heavy Duty)	2	EA	\$ 1,292.00	\$ 2,584.00	\$ 1,000.00	\$ 2,000.00	\$ 850.00	\$ 1,700.00
12	PSP	Junction Box (Modify)	1	EA	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00
13	PSP	Delineator Markers	2	EA	\$ 76.20	\$ 152.40	\$ 150.00	\$ 300.00	\$ 138.00	\$ 276.00
14	PSP	Sidewalk Guy Assembly	1	EA	\$ 451.32	\$ 451.32	\$ 550.00	\$ 550.00	\$ 850.00	\$ 850.00
15	PSP	Guy Assembly	29	EA	\$ 206.12	\$ 5,977.48	\$ 450.00	\$ 13,050.00	\$ 570.00	\$ 16,530.00
16	PSP	2" Riser with Heat Shrink Tubing	4	EA	\$ 314.97	\$ 1,259.88	\$ 500.00	\$ 2,000.00	\$ 680.00	\$ 2,720.00
17	PSP	Conduit Entrance into Existing Foundation	1	EA	\$ 3,764.00	\$ 3,764.00	\$ 750.00	\$ 750.00	\$ 415.00	\$ 415.00
TOTAL BID						\$ 107,917.87		\$ 168,486.75		\$ 152,181.10

TIP#: U-5522 - Alternate 1

Sheets 3I-3AC

No.	Sect. No.	Item Description	Quantity	Unit	Globe Communication		Haynes Electric Utilitiy		Traffic Control Devices	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
A1-1	PSP	Mobilization	1	LS	\$ 4,790.68	\$ 4,790.68	\$ 6,900.00	\$ 6,900.00	\$ 7,500.00	\$ 7,500.00
A1-2	PSP	Communications Cable (48 Fiber)	11820	LF	\$ 2.32	\$ 27,422.40	\$ 3.25	\$ 38,415.00	\$ 2.75	\$ 32,505.00
A1-3	PSP	Communications Cable (12 Fiber)	499	LF	\$ 2.04	\$ 1,017.96	\$ 4.00	\$ 1,996.00	\$ 3.10	\$ 1,546.90
A1-4	PSP	Messenger Cable (1/4")	9315	LF	\$ 1.43	\$ 13,320.45	\$ 3.40	\$ 31,671.00	\$ 2.75	\$ 25,616.25
A1-5	PSP	Unpaved Trenching (1, 2")	73	LF	\$ 13.36	\$ 975.28	\$ 12.00	\$ 876.00	\$ 10.75	\$ 784.75
A1-6	PSP	Unpaved Trenching (2, 2")	187	LF	\$ 14.50	\$ 2,711.50	\$ 14.00	\$ 2,618.00	\$ 12.50	\$ 2,337.50
A1-7	PSP	Directional Drill (2)(2")	1030	LF	\$ 14.46	\$ 14,893.80	\$ 25.00	\$ 25,750.00	\$ 31.55	\$ 32,496.50
A1-8	PSP	Tracer Wire	2142	LF	\$ 0.97	\$ 2,077.74	\$ 1.00	\$ 2,142.00	\$ 0.80	\$ 1,713.60
A1-9	PSP	Splice Enclosure	3	EA	\$ 3,034.95	\$ 9,104.85	\$ 2,250.00	\$ 6,750.00	\$ 2,062.00	\$ 6,186.00
A1-10	PSP	Interconnect Center (Standard)	1	EA	\$ 942.80	\$ 942.80	\$ 1,500.00	\$ 1,500.00	\$ 1,875.00	\$ 1,875.00
A1-11	PSP	Junction Box (Standard)	3	EA	\$ 862.00	\$ 2,586.00	\$ 500.00	\$ 1,500.00	\$ 460.00	\$ 1,380.00
A1-12	PSP	Junction Box (Over-sized, Heavy Duty)	7	EA	\$ 1,292.00	\$ 9,044.00	\$ 750.00	\$ 5,250.00	\$ 850.00	\$ 5,950.00
A1-13	PSP	Delineator Markers	10	EA	\$ 76.20	\$ 762.00	\$ 150.00	\$ 1,500.00	\$ 138.00	\$ 1,380.00
A1-14	PSP	Sidewalk Guy Assembly	1	EA	\$ 451.32	\$ 451.32	\$ 450.00	\$ 450.00	\$ 850.00	\$ 850.00
A1-15	PSP	Guy Assembly	22	EA	\$ 206.12	\$ 4,534.64	\$ 375.00	\$ 8,250.00	\$ 625.00	\$ 13,750.00
A1-16	PSP	2" Riser with Heat Shrink Tubing	7	EA	\$ 314.97	\$ 2,204.79	\$ 500.00	\$ 3,500.00	\$ 680.00	\$ 4,760.00
A1-17	PSP	Conduit Entrance into Existing Foundation	1	EA	\$ 3,764.00	\$ 3,764.00	\$ 500.00	\$ 500.00	\$ 415.00	\$ 415.00

TOTAL BID

\$ 100,604.21

\$ 139,568.00

\$ 141,046.50

TIP#: U-5522 - Alternate 2

Sheets 5G-5N

No.	Sect. No.	Item Description	Quantity	Unit	Globe Communication		Haynes Electric Utilitiy		Traffic Control Devices	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
A2-1	PSP	Mobilization	1	LS	\$ 5,893.64	\$ 5,893.64	\$ 7,250.00	\$ 7,250.00	\$ 8,000.00	\$ 8,000.00
A2-2	PSP	Communications Cable (48 Fiber)	11790	LF	\$ 2.32	\$ 27,352.80	\$ 2.90	\$ 34,191.00	\$ 2.75	\$ 32,422.50
A2-3	PSP	Drop Cable (6-Fiber)	598	LF	\$ 2.03	\$ 1,213.94	\$ 3.25	\$ 1,943.50	\$ 3.35	\$ 2,003.30
A2-4	PSP	Messenger Cable (1/4")	7667	LF	\$ 1.43	\$ 10,963.81	\$ 3.00	\$ 23,001.00	\$ 2.75	\$ 21,084.25
A2-5	PSP	Unpaved Trenching (1, 2")	182	LF	\$ 13.36	\$ 2,431.52	\$ 12.00	\$ 2,184.00	\$ 10.75	\$ 1,956.50
A2-6	PSP	Unpaved Trenching (2, 2")	822	LF	\$ 14.50	\$ 11,919.00	\$ 14.00	\$ 11,508.00	\$ 12.50	\$ 10,275.00
A2-7	PSP	Directional Drill (2)(2")	1734	LF	\$ 14.46	\$ 25,073.64	\$ 24.00	\$ 41,616.00	\$ 31.55	\$ 54,707.70
A2-8	PSP	Tracer Wire	2711	LF	\$ 0.97	\$ 2,629.67	\$ 1.00	\$ 2,711.00	\$ 0.80	\$ 2,168.80
A2-9	PSP	Splice Enclosure	4	EA	\$ 3,034.95	\$ 12,139.80	\$ 2,250.00	\$ 9,000.00	\$ 2,062.00	\$ 8,248.00
A2-10	PSP	Interconnect Center (Standard)	2	EA	\$ 942.80	\$ 1,885.60	\$ 1,500.00	\$ 3,000.00	\$ 1,250.00	\$ 2,500.00
A2-11	PSP	Modify Splice Enclosure	1	EA	\$ 2,665.00	\$ 2,665.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00
A2-12	PSP	Junction Box (Standard)	6	EA	\$ 862.00	\$ 5,172.00	\$ 500.00	\$ 3,000.00	\$ 460.00	\$ 2,760.00
A2-13	PSP	Junction Box (Over-sized, Heavy Duty)	6	EA	\$ 1,292.00	\$ 7,752.00	\$ 750.00	\$ 4,500.00	\$ 850.00	\$ 5,100.00
A2-14	PSP	Delineator Markers	12	EA	\$ 76.20	\$ 914.40	\$ 100.00	\$ 1,200.00	\$ 138.00	\$ 1,656.00
A2-15	PSP	Guy Assembly	16	EA	\$ 206.12	\$ 3,297.92	\$ 350.00	\$ 5,600.00	\$ 570.00	\$ 9,120.00
A2-16	PSP	2" Riser with Heat Shrink Tubing	7	EA	\$ 314.97	\$ 2,204.79	\$ 500.00	\$ 3,500.00	\$ 680.00	\$ 4,760.00
A2-17	PSP	Heat Shrink Tubing Retrofit Kit	1	EA	\$ 257.00	\$ 257.00	\$ 150.00	\$ 150.00	\$ 109.75	\$ 109.75

TOTAL BID

\$ 123,766.53

\$ 155,854.50

\$ 168,121.80

TIP#: U-5522 - Alternate 3

Sheets 5P-5X

No.	Sect. No.	Item Description	Quantity	Unit	Globe Communication		Haynes Electric Utilitiy		Traffic Control Devices	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
A3-1	PSP	Mobilization	1	LS	\$ 5,358.12	\$ 5,358.12	\$ 7,800.00	\$ 7,800.00	\$ 8,000.00	\$ 8,000.00
A3-2	PSP	Communications Cable (48 Fiber)	13193	LF	\$ 2.32	\$ 30,607.76	\$ 3.25	\$ 42,877.25	\$ 2.75	\$ 36,280.75
A3-3	PSP	Communications Cable (12 Fiber)	423	LF	\$ 2.04	\$ 862.92	\$ 3.50	\$ 1,480.50	\$ 3.10	\$ 1,311.30
A3-4	PSP	Drop Cable (6-Fiver)	573	LF	\$ 2.03	\$ 1,163.19	\$ 3.50	\$ 2,005.50	\$ 3.35	\$ 1,919.55
A3-5	PSP	Messenger Cable (1/4")	11009	LF	\$ 1.43	\$ 15,742.87	\$ 3.00	\$ 33,027.00	\$ 2.75	\$ 30,274.75
A3-6	PSP	Unpaved Trenching (1, 2")	196	LF	\$ 13.36	\$ 2,618.56	\$ 12.00	\$ 2,352.00	\$ 10.75	\$ 2,107.00
A3-7	PSP	Unpaved Trenching (2, 2")	597	LF	\$ 14.50	\$ 8,656.50	\$ 14.00	\$ 8,358.00	\$ 12.50	\$ 7,462.50
A3-8	PSP	Directional Drill (2)(2")	1058	LF	\$ 14.46	\$ 15,298.68	\$ 25.00	\$ 26,450.00	\$ 31.55	\$ 33,379.90
A3-9	PSP	Tracer Wire	464	LF	\$ 0.97	\$ 450.08	\$ 1.00	\$ 464.00	\$ 0.80	\$ 371.20
A3-10	PSP	Splice Enclosure	4	EA	\$ 3,034.95	\$ 12,139.80	\$ 2,250.00	\$ 9,000.00	\$ 2,062.00	\$ 8,248.00
A3-11	PSP	Interconnect Center (Standard)	3	EA	\$ 942.80	\$ 2,828.40	\$ 2,000.00	\$ 6,000.00	\$ 1,505.00	\$ 4,515.00
A3-12	PSP	Junction Box (Standard)	4	EA	\$ 862.00	\$ 3,448.00	\$ 500.00	\$ 2,000.00	\$ 460.00	\$ 1,840.00
A3-13	PSP	Junction Box (Over-sized, Heavy Duty)	4	EA	\$ 1,292.00	\$ 5,168.00	\$ 750.00	\$ 3,000.00	\$ 850.00	\$ 3,400.00
A3-14	PSP	Junction Box (Modify)	1	EA	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00
A3-15	PSP	Delineator Markers	8	EA	\$ 76.20	\$ 609.60	\$ 150.00	\$ 1,200.00	\$ 138.00	\$ 1,104.00
A3-16	PSP	Guy Assembly	26	EA	\$ 206.12	\$ 5,359.12	\$ 350.00	\$ 9,100.00	\$ 570.00	\$ 14,820.00
A3-17	PSP	2" Riser with Heat Shrink Tubing	3	EA	\$ 314.97	\$ 944.91	\$ 500.00	\$ 1,500.00	\$ 680.00	\$ 2,040.00
A3-18	PSP	Heat Shrink Tubing Retrofit Kit	2	EA	\$ 257.00	\$ 514.00	\$ 150.00	\$ 300.00	\$ 415.00	\$ 830.00
TOTAL BID						\$ 112,520.51		\$ 157,414.25		\$ 158,303.95

TIP#: U-5522 - Alternate 4

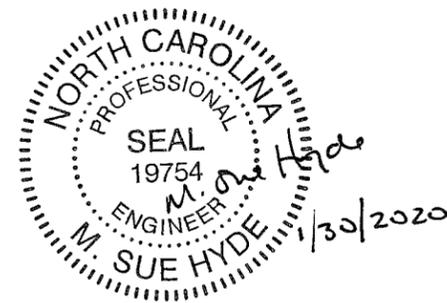
Sheets 6D-6F

No.	Sect. No.	Item Description	Quantity	Unit	Globe Communication		Haynes Electric Utilitiy		Traffic Control Devices	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
A4-1	PSP	Mobilization	1	LS	\$ 1,324.22	\$ 1,324.22	\$ 2,300.00	\$ 2,300.00	\$ 2,000.00	\$ 2,000.00
A4-2	PSP	Communications Cable (48 Fiber)	5016	LF	\$ 2.32	\$ 11,637.12	\$ 4.00	\$ 20,064.00	\$ 2.75	\$ 13,794.00
A4-3	PSP	Messenger Cable (1/4")	4667	LF	\$ 1.43	\$ 6,673.81	\$ 3.15	\$ 14,701.05	\$ 2.75	\$ 12,834.25
A4-4	PSP	Splice Enclosure	1	EA	\$ 3,034.95	\$ 3,034.95	\$ 2,250.00	\$ 2,250.00	\$ 2,062.00	\$ 2,062.00
A4-5	PSP	Modify Splice Enclosure	1	EA	\$ 2,665.00	\$ 2,665.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00
A4-6	PSP	Guy Assembly	12	EA	\$ 206.12	\$ 2,473.44	\$ 450.00	\$ 5,400.00	\$ 570.00	\$ 6,840.00
TOTAL BID						\$ 27,808.54		\$ 46,215.05		\$ 38,780.25

TIP#: U-5522 - Alternate 5
Sheets 5A-5G

No.	Sect. No.	Item Description	Quantity	Unit	Globe Communication		Haynes Electric Utilitiy		Traffic Control Devices	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
A5 -1	PSP	Mobilization	1	LS	\$ 4,527.98	\$ 4,527.98	\$ 5,700.00	\$ 5,700.00	\$ 5,500.00	\$ 5,500.00
A5 -2	PSP	Communications Cable (48 Fiber)	9965	LF	\$ 2.32	\$ 23,118.80	\$ 3.15	\$ 31,389.75	\$ 2.75	\$ 27,403.75
A5 -3	PSP	Drop Cable (6-Fiber)	465	LF	\$ 2.03	\$ 943.95	\$ 3.00	\$ 1,395.00	\$ 3.35	\$ 1,557.75
A5 -4	PSP	Messenger Cable (1/4")	7165	LF	\$ 1.43	\$ 10,245.95	\$ 3.00	\$ 21,495.00	\$ 2.75	\$ 19,703.75
A5 -5	PSP	Unpaved Trenching (1, 2")	125	LF	\$ 13.36	\$ 1,670.00	\$ 12.00	\$ 1,500.00	\$ 10.75	\$ 1,343.75
A5 -6	PSP	Unpaved Trenching (2, 2")	1311	LF	\$ 14.50	\$ 19,009.50	\$ 14.00	\$ 18,354.00	\$ 12.50	\$ 16,387.50
A5 -7	PSP	Directional Drill (2)(2")	457	LF	\$ 14.46	\$ 6,608.22	\$ 25.00	\$ 11,425.00	\$ 31.55	\$ 14,418.35
A5 -8	PSP	Tracer Wire	1451	LF	\$ 0.97	\$ 1,407.47	\$ 1.00	\$ 1,451.00	\$ 0.80	\$ 1,160.80
A5 -9	PSP	Splice Enclosure	2	EA	\$ 3,034.95	\$ 6,069.90	\$ 2,250.00	\$ 4,500.00	\$ 2,062.00	\$ 4,124.00
A5 -10	PSP	Interconnect Center (Standard)	2	EA	\$ 942.80	\$ 1,885.60	\$ 1,500.00	\$ 3,000.00	\$ 1,250.00	\$ 2,500.00
A5 -11	PSP	Modify Splice Enclosure	1	EA	\$ 2,665.00	\$ 2,665.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00
A5 -12	PSP	Junction Box (Standard)	3	EA	\$ 862.00	\$ 2,586.00	\$ 500.00	\$ 1,500.00	\$ 460.00	\$ 1,380.00
A5 -13	PSP	Junction Box (Over-sized, Heavy Duty)	5	EA	\$ 1,292.00	\$ 6,460.00	\$ 750.00	\$ 3,750.00	\$ 850.00	\$ 4,250.00
A5 -14	PSP	Delineator Markers	8	EA	\$ 76.20	\$ 609.60	\$ 150.00	\$ 1,200.00	\$ 138.00	\$ 1,104.00
A5 -15	PSP	Guy Assembly	14	EA	\$ 206.12	\$ 2,885.68	\$ 350.00	\$ 4,900.00	\$ 570.00	\$ 7,980.00
A5 -16	PSP	2" Riser with Heat Shrink Tubing	2	EA	\$ 314.97	\$ 629.94	\$ 500.00	\$ 1,000.00	\$ 680.00	\$ 1,360.00
A5 -17	PSP	Conduit Entrance into Existing Foundation	1	EA	\$ 3,764.00	\$ 3,764.00	\$ 950.00	\$ 950.00	\$ 109.75	\$ 109.75
TOTAL BID						\$ 95,087.59		\$ 115,009.75		\$ 111,533.40

This is to certify that bids tabulated herein were publicly opened and read aloud at 11:00am on 01.30.2020 in Conference Room C of the Brown Operations Center 635 Alfred Brown Jr. Court SW. Concord, NC, and the said bids were accompanied by acceptable bidders bonds in the amount of 5% of the bid, unless noted. This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.

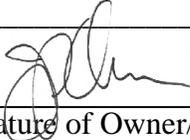


City of Concord, North Carolina
Preliminary Application – Extension of Concord Utilities outside Concord City Limits
(Please type or print in black ink)

1. Name of development: Wolf Meadow
2. Name and address of owner(s)/developer(s): Journey Capital, LLC
6220 Hudspeth Rd. Harrisburg NC 28075
3. Owner(s)/developer(s) telephone: 704-453-2700 ext 151 Fax: _____
4. Name and address of surveyor/engineer: Shannon Sparks, Sparks Surveying
sparkssurveying@bellsouth.net
5. Surveyor/engineer's telephone: 704-577-8429 Fax: _____
6. Name, telephone and fax number, and address of agent (if any): none
7. Name and address of person to whom comments should be sent: Mandy Chavis
mandy@prespro.com, 6220 Hudspeth Rd. Harrisburg NC 28075
8. Telephone number of person to whom comments should be sent: 704-453-2700 ext 151
Fax: _____
9. Location of property: 3133, 3221 & 3233 Roberta Rd. Concord, NC 28027
10. Cabarrus County P.I.N.#: 55194246420000 , 55194235620000 , 55194224630000
11. Current zoning classification: MDR
12. Total acres: .9 of an acre Total lots proposed: 3 existing
13. Brief Description of development: lot already has water and sewer lines, we want to
build a single family home at these lots
14. Proposed Construction Schedule as soon as possible

15. Type of Service requested Water and sewer meter and service to three addresses
for a single family home. at each address.

01/30/2020
Date

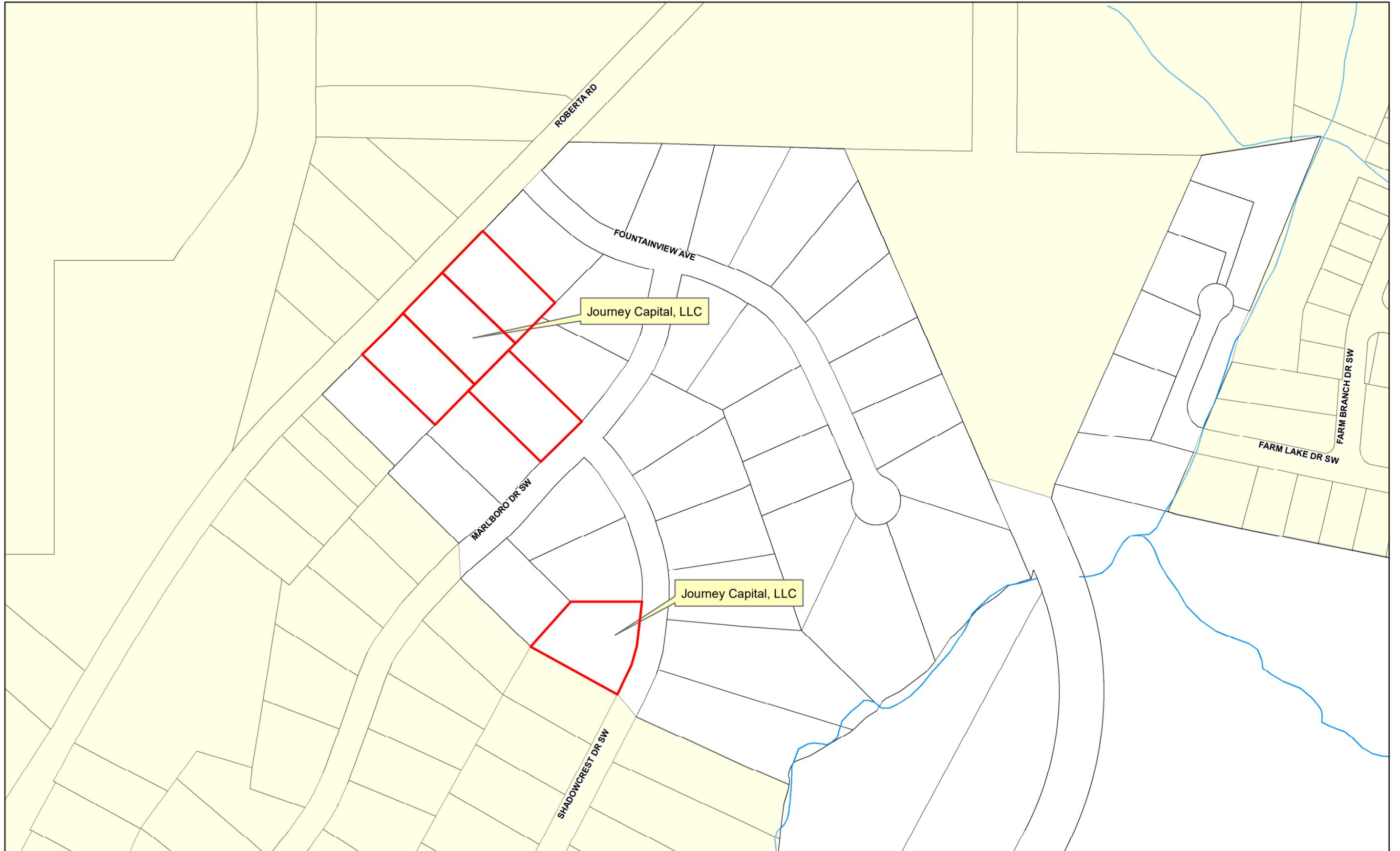
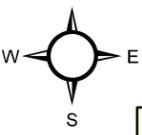

Signature of Owner/Agent

Joshua Collins
Name (printed)

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

Staff Use Only:	
Received by: _____	Date: _____

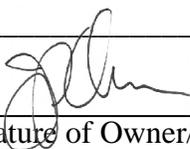
Preliminary Application



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

1. Name of development: Wolf Meadow
2. Name and address of owner(s)/developer(s): Journey Capital, LLC
6220 Hudspeth Rd. Harrisburg NC 28075
3. Owner(s)/developer(s) telephone: 704-453-2700 ext 151 Fax: _____
4. Name and address of surveyor/engineer: Shannon Sparks, Sparks Surveying
sparkssurveying@bellsouth.net
5. Surveyor/engineer's telephone: 704-577-8429 Fax: _____
6. Name, telephone and fax number, and address of agent (if any): none
7. Name and address of person to whom comments should be sent: Mandy Chavis
mandy@prespro.com, 6220 Hudspeth Rd. Harrisburg NC 28075
8. Telephone number of person to whom comments should be sent: 704-453-2700 ext 151
Fax: _____
9. Location of property: 3610 Shadowcrest Dr. SW Concord, NC 28027
10. Cabarrus County P.I.N.#: 5519416872000
11. Current zoning classification: MDR
12. Total acres: 1.08 of an acre Total lots proposed: 1 existing
13. Brief Description of development: lot already has water and sewer lines, we want to
build a single family home at this lot
14. Proposed Construction Schedule 06/01/2020
15. Type of Service requested Water and sewer meter and service for a single family home

01/31/2020
Date


Signature of Owner/Agent

Joshua Collins
Name (printed)

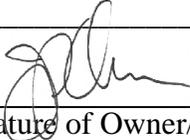
NOTE: *By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.*

Staff Use Only:	
Received by: _____	Date: _____

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

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6220 Hudspeth Rd. Harrisburg NC 28075
3. Owner(s)/developer(s) telephone: 704-453-2700 ext 151 Fax: _____
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sparkssurveying@bellsouth.net
5. Surveyor/engineer's telephone: 704-577-8429 Fax: _____
6. Name, telephone and fax number, and address of agent (if any): none
7. Name and address of person to whom comments should be sent: Mandy Chavis
mandy@prespro.com, 6220 Hudspeth Rd. Harrisburg NC 28075
8. Telephone number of person to whom comments should be sent: 704-453-2700 ext 151
Fax: _____
9. Location of property: 3494 Marlboro Dr. SW Concord, NC 28027
10. Cabarrus County P.I.N.#: 55194253150000
11. Current zoning classification: MDR
12. Total acres: .65 of an acre Total lots proposed: 1 existing
13. Brief Description of development: lot already has water and sewer lines, we want to
build a single family home at this lot
14. Proposed Construction Schedule 06/01/2020
15. Type of Service requested Water and sewer meter and service for a single family home

01/31/2020
Date


Signature of Owner/Agent

Joshua Collins
Name (printed)

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

Staff Use Only:	
Received by: _____	Date: _____

POOLING METHOD FINANCIAL INSTITUTIONS			
<u>https://www.nctreasurer.com/fod/Resources/PoolingBankList.pdf</u>			
Refer to Notes on the next page of this document for footnote references			
Name of Institution	Home Office	Name of Institution	Home Office
American National Bank & Trust	Danville, VA	M & F Bank (Mechanics and Farmers Bank)	Durham
Aquesta Bank	Cornelius	North State Bank	Raleigh
Bank of America, N.A.	Charlotte	Paragon Bank	Raleigh
Bank of Tennessee	Johnson City, TN	Peoples Bank	Newton
Bank of the OZK ⁴	Little Rock, AR	Pinnacle Bank	Nashville, TN
Benchmark Community Bank	Kenbridge, VA	PNC Bank	Pittsburgh, PA
Branch Banking & Trust	Winston-Salem	Providence Bank	Rocky Mount
Capital Bank ⁶	Memphis, TN	Regions Bank	Birmingham, AL
Carolina Alliance Bank ¹⁰	Spartanburg, SC	Roxboro Savings Bank	Roxboro
Carolina Trust Bank	Lincolnton	Select Bank & Trust ¹¹	Dunn
Carter Bank & Trust	Martinsville, VA	Skyline National Bank ²⁰	Independence, VA
Coastal Bank & Trust	Jacksonville, NC	Sound Bank	Morehead City
CresCom Bank ¹⁴	Charleston, SC	South State Bank ¹	Orangeburg, SC
Entegra Bank ¹²	Franklin	Southern Bank & Trust ⁵	Mount Olive
F & M Bank (Farmers & Merchants Bank)	Salisbury	Southern First Bank	Greenville, SC
Fidelity Bank	Fuquay-Varina	SunTrust Bank	Atlanta, GA
Fifth Third Bank	Cincinnati, OH	Surrey Bank	Mount Airy
First Bank ¹⁷	Southern Pines	TD Bank, NA	Cherry Hill, NJ
First Carolina Bank ⁹	Rocky Mount	Touchstone Bank ³	McKenney, VA
First Citizens Bank & Trust ⁸	Raleigh	Towne Bank	Suffolk, VA
First Community Bank ¹⁴	Bluefield, VA	Union Bank ¹⁸	Oxford
First National Bank ¹⁶	Hermitage, PA	United Community Bank ¹⁹	Blairsville, GA
First Tennessee Bank ^{6, 13}	Memphis, TN	Uwharrie Bank ⁷	Albemarle
Highlands Union Bank	Abingdon, VA	Wake Forest Federal S & L	Wake Forest
Home Trust Bank ²	Asheville	Wells Fargo Bank, N.A.	Charlotte
KS Bank	Smithfield	West Town Bank & Trust	North Riverside, IL
Life Store Bank	West Jefferson	Xenith Bank ¹⁵	Richmond, VA
Lumbee Guaranty Bank	Pembroke		

Notes about the Pooling Method Financial Institutions listed here are on the following page –

Notes to Pooling Method Financial Institutions listing:

- ¹ Park Sterling Bank was bought by South State Bank (11.2017) and will change their name to South State Bank on 4.20.2018
- ² Cherryville Federal Savings, Home Savings Bank, Industrial Federal Bank, Rutherford County Bank, Shelby Savings Bank, Tryon Federal Bank are all owned by / in partnership with Home Trust Bank of Asheville
- ³ Citizens Community Bank is now (newly added) Touchstone Bank
- ⁴ First National Bank of Shelby and Bank of Carolina merged with Bank of the Ozarks. Bank of the Ozarks changed their name to Bank of OZK.
- ⁵ Heritage Bank merged with Southern Bank & Trust Co
- ⁶ Capital Bank was added back to the Pooling Bank list this cycle. Capital Bank is now owned by First Tennessee Bank but will continue to operate as Capital Bank in NC
- ⁷ Bank of Stanly, Cabarrus Bank and Anson Bank all merged with Uwharrie Bank
- ⁸ Mountain 1st Bank & Trust merged with First Citizens Bank & Trust Company
- ⁹ First Carolina State Bank changed name to First Carolina Bank
- ¹⁰ Forest Commercial Bank merged with Carolina Alliance Bank - Spartanburg, SC
- ¹¹ New Century Bank (Dunn) merged with Select Bank & Trust - Greenville
- ¹² Macon Bank changed name to Entegra Bank
- ¹³ Trust Atlantic merged with First Tennessee Bank
- ¹⁴ First Community and First South Bank merged with CresCom Bank
- ¹⁵ Bank of Hampton Roads was bought out by Xenith Bank- Richmond, Virginia
- ¹⁶ First National Bank acquired Yadkin Bank as of 3/13/2017
- ¹⁷ First Bank acquired Carolina Bank (3/3/2017) & Asheville Savings Bank (March 2018)
- ¹⁸ The Little Bank is now Union Bank
- ¹⁹ Four Oaks Bank was bought by United Community Bank (11.2017) and will change their name to United Community Bank on 4/15/2018.
- ²⁰ Great State Bank was bought by Skyline National Bank

RESOLUTION

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

Section 1. Fifth Third, Suntrust, Bank of New York, Regions Bank, BB&T, RBC Bank, Bank of North Carolina, First Citizens, and all other pooling financial institutions (list attached), the *Financial Institutions*, are designated as a depository for the funds of the City, *the Corporation*, and to provide other financial accommodations indicated in this resolution.

Section 2. This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Corporation and certified to the Financial Institution as governing the operation of this Corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

Section 3. The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

Section 4. All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of the resolution are hereby ratified, approved and confirmed.

Section 5. The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

Section 6. The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

Section 7. The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or

liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Section 8. Corporation Agents.

<u>NAME</u>	<u>TITLE</u>
Pam Hinson	Finance Director
Jessica Jones	Deputy Finance Director
Kristin Roe	Accounting Manager

Section 9. This resolution shall be effective as of adopted date.

Adopted this 13th day of February, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLarie Kolczynski, City Attorney

Official Travel

Travel by a Board member on official business for the City of Concord ABC Board must be approved by two other members of the Board. Travel by the General Manager on official ABC Business must be approved by the Chairman. The General Manager may approve travel for staff who are required to travel on official business.

Transportation expenses for the use of private vehicles on official business shall be reimbursed based on the commonly traveled route consistent with the authorized purpose of the trip. The mileage rate used for reimbursement shall be determined by the Board.

Rental cars may be used by employees authorized for official travel if it will result in a lesser expense or in a substantial savings in time and the use of a rental car is approved in advance. Advance reservations should be made whenever possible and a compact or economy model requested. The traveler is responsible for obtaining the best available rate commensurate with the requirements of the trip. A receipt must be provided for the reimbursement of expenses for rental cars.

Incidental travel expenses such as parking fees, tolls, and baggage handling tips are reimbursable at actual cost.

Transportation tickets for common carriers will be fully reimbursed to travelers (including taxes and any other fees) if they are procured in advance in order to obtain any discounts offered by the carrier. Coach class or any discounted class airfare must be used in the interest of economy. If an employee wishes to upgrade common carrier accommodations for personal reasons, reimbursement will be limited to the lowest published fare for the date of travel. A receipt for common carrier fares must be provided.

Conference registration fees and conference related meal fees will be fully reimbursed. A receipt for these expenses must be provided.

A meal allowance of forty dollars (\$40.00) per day will be provided to each person traveling a minimum of fifty miles one-way on official Concord ABC Business for more than twelve consecutive hours in that day.

Hotel/motel expenses are reimbursable at actual cost (including taxes and any mandatory fees), and must be substantiated by a receipt. If an individual, by choice, stays at a hotel/motel other than the conference site, allowable room expenses shall not exceed the costs at the conference site. Any charges incurred by a spouse or other person(s) traveling with the individual on official travel are not reimbursable.

Telephone calls pertaining to official Concord ABC business are reimbursable. Other fees incurred for official business are also fully reimbursable (e.g., use of copying machine, sending a fax, etc.)

Travelers with physical disabilities who must use specially equipped or modified vehicles or facilities may claim reimbursement for the expenses incurred by them. The traveler must certify in a statement submitted with the Travel Expense Voucher that her or she incurred higher operating costs. The actual fixed and variable costs must be specified in the statement. (E.g., usual airport limo to hotel \$7.00. My use of special transportation \$12.00)

Upon the completion of official travel, expense claims should be submitted promptly by the traveler – normally within 15 days.

Travel expenses for a Board member for official travel may be reimbursed upon approval by two other Board members. Travel expenses for the General Manager for official travel may be reimbursed upon approval of the Chairman. Travel expenses for all other employees of the Concord ABC Board for official travel may be reimbursed upon approval by the General Manager.

Travel in excess of established policy must receive prior approval of the appointing authority (City of Concord). If approval is granted it must be documented and attached to the actual travel receipt.

This policy has been adopted by the City of Concord ABC Board and conforms to the City of Concord travel policy.

This is the _____ day of _____, 20_____

City of Concord Representative

Chairman Concord ABC Board

AN ORDINANCE TO AMEND FY 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th 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:

Revenues Account	Title	Current Budget	Amended Budget	(Decrease) Increase
210-4703200	CONTR EARNED HAP PAYMENT	\$3,805,448	\$3,844,348	\$38,900
<i>Total Revenue Increase (Decrease)</i>				

Expenditures Account	Title	Current Budget	Amended Budget	(Decrease) Increase
1500-5471505	VASH	\$0	\$38,900	\$38,900
<i>Total Exp Increase (Decrease)</i>				

Reason:

Adopted this 13th day of February, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

**GRANT PROJECT ORDINANCE
2019 FAMILY SELF SUFFICIENCY PROGRAM GRANT**

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 Family Self Sufficiency Program grant, which is a program to provide supportive services to Public Housing and Housing Choice Voucher Family Self-Sufficiency participants in an effort to achieve economic self-sufficiency.

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:

		<u>Current</u>	<u>Amended</u>	<u>Increase</u>
2019 FSS Grant Revenue	697-4703404	\$0	\$51,491	\$51,491
	697-4703404			
	Total Revenue			\$51,491

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

		<u>Current</u>	<u>Amended</u>	<u>Increase</u>
FICA	9106-5181000	\$0	\$2,672	\$2,672
	9106-5181000			
Retirement-General	9106-5182000	\$0	\$2,533	\$2,533
	9106-5182000			
Group Insurance	9106-5183000	\$0	\$9,706	\$9,706
	9106-5183000			
401K Contribution	9106-5187000	\$0	\$1,223	\$1,223
	9106-5187000			
Administrative Salaries	9106-5411000	\$0	\$35,057	\$35,057
	9106-5411000			
Sundrie-Telephone	9106-5419050	\$0	\$300	\$300
	9106-5419050			
	Total Expenditures			\$51,491

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 13th day of February 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

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 27th day of January, 2020, by Poplar Pointe Townhomes, LLC, a North Carolina limited liability company, whose principal address is 2649 Brekonridge Centre Dr., Monroe, NC 28110 (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: 8400 Poplar Tent Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 4680-78-8587. It being the land conveyed to Grantor by deeds recorded in Book and Page 13015/15 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 Sand Filter, 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 "Stormwater Management Easement Map for : The City of Concord" and labeled "Storm Water Control Management Easement (SCM Area) 19.326 Square Feet 0.443 Acre (SAND FILTER)"**, 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 "Stormwater Management Easement Map for : The City of Concord" and labeled "Stormwater Management Easement Map for : The City of Concord" and labeled "Storm Water Control Management Easement (SCM Area) 19.326 Square Feet 0.443 Acre (20' SCME)"** 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 Sand Filter 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 Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor's N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as "Annual Report(s)") are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report 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 January 27, 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.”

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Yolonda L. Nixon, a Notary Public of the aforesaid County and State, do hereby certify that Mark W. Boyce personally appeared before me this day and acknowledged that he/she is the Manager/Member of Poplar Pointe Townhomes, LLC, a North Carolina limited liability company, and that he/she as Manager, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 27th day of January, 2020



Yolonda L. Nixon
Notary Public
My commission expires: April 28, 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 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: _____

Exhibit "A"

I state that this map was drawn under my supervision from an actual survey made under my supervision (map description recorded in Book 1819, page 319); that the boundaries not surveyed are indicated as drawn from information in DEED Book 1819, page 319; that the ratio of precision or positional accuracy is 1/10,000; and that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCA 56-1600). This 24 day of JANUARY 2020.



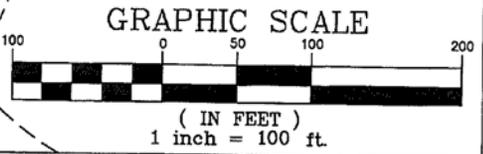
LINE	LENGTH	BEARING
L8	21.00	S72°48'46"E
L9	2.50	N17°10'24"E
L10	27.00	S72°49'36"E
L11	3.00	S72°49'36"E
L12	14.00	N17°10'24"E
L13	15.50	N7°11'24"E
L14	7.00	S72°49'36"E
L31	2.50	S72°49'36"E
L32	15.00	N17°10'24"E
L33	28.00	S72°49'36"E
L34	13.00	N17°10'24"E
L35	4.50	S72°49'36"E
L37	8.01	N06°14'02"E

LEGEND.....
 SCME - STORMWATER CONTROL MANAGEMENT ASEMENT
 COS - COMMON OPEN SPACE
 LLC - LIMITED LIABILITY COMPANY
 MB - MAP BOOK
 R/W - RIGHT-OF-WAY
 SDE - STORM DRAINAGE EASEMENT

NOTES.....
 THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS PLAT, WHICH WAS NOT VISIBLE AT THE TIME OF OUR INSPECTION.
 AREAS WERE CALCULATED BY COORDINATE METHOD.
 THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF AN NCGS CONTROL MONUMENT.
 THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FIRM PANEL 3710468000A, DATED NOVEMBER 5, 2008.
 THIS PROPERTY IS ZONED RM-2.
 THIS SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW ALL MATTERS OF TITLE WHETHER OF RECORD OR NOT.
 THE PURPOSE OF THIS MAP IS TO SHOW A BMP EASEMENT IN THE COS OF PROPOSED POPLAR POINT TOWNHOUSES SUBDIVISION FOR THE CITY OF CONCORD, N.C.
 PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED. BEARINGS ARE BASED NAD83 NCGRID.

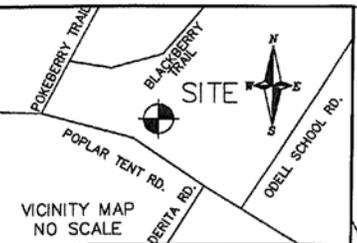
REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER		DATE	
CURVE		CURVE TABLE	
C1	118.50	39.50	39.37
C2	121.50	11.04	11.04
C3	2.00	3.14	2.83
C4	2.00	3.14	2.83
C5	3.00	4.71	4.74
C6	138.50	13.31	13.31
C7	38.50	12.53	12.54
C8	168.50	17.53	17.55
C9	81.50	2.22	27.09
C11	1042.50	37.00	37.00
C12	1042.00	53.93	53.92



LINE	LENGTH	BEARING
L101	179.99	N24°28'37"E
L102	33.97	S59°05'12"E
L103	102.30	N22°50'42"E
L104	20.00	S87°09'18"E
L105	93.73	N22°50'42"E
L106	68.80	S72°49'36"E
L107	26.43	N17°10'24"E
L108	52.42	S72°49'36"E
L109	96.00	N17°10'24"E
L110	52.42	S72°49'36"E
L111	1.00	N17°10'24"E
L112	7.00	S72°49'36"E
L113	6.50	N17°10'24"E
L114	12.00	S72°49'36"E
L115	28.73	N17°10'24"E
L116	20.54	S83°46'18"E
L117	110.04	S85°35'45"E
L118	25.53	N18°04'37"E
L119	25.53	N18°04'37"E
L120	18.37	S85°35'45"E
L121	5.93	N17°10'24"E
L122	1.12	N80°36'30"E

BEARINGS BASED ON SURVEY BY REECE IRA LONG NCRLS OF THE S. HARRIS CALDWELL PROPERTY DATED AUGUST 1936 AND RECORDED IN CABARRUS CO. REGISTRY IN MB: 3 PAGE 8.



NOW OR FORMERLY CORRIHER WATER SERVICE
 PIN #4680-78-5518

NOW OR FORMERLY ANDREW R OLIVER
 DEED: 10382-0260
 PIN #4680-78-5780

NOW OR FORMERLY WILLIAM E LAUKAITIS
 PIN #4680-78-6841
 DEED: NA

NOW OR FORMERLY ERIC V KEISTLER
 DEED: 4707-0079
 PIN #4680-78-6899

NOW OR FORMERLY SALVATORE ILLIANO
 DEED: 10995-0217
 MB: 33-93
 PIN #4680-78-9804

NOW OR FORMERLY WAYNE A HUTCHINSON
 DEED: 2800-0144
 MB: 33-93
 PIN #4680-78-9788

NOW OR FORMERLY POPLAR WOODS HOMEOWNERS ASSOCIATION
 DEED: 2819-0240
 MB: 33-93
 PIN #4680-88-3717

NOW OR FORMERLY POPLAR WOODS HOMEOWNERS ASSOCIATION
 DEED: 5609-0173
 PIN #4680-88-3674
 MB: 32-26

NOW OR FORMERLY DCW REAL ESTATE POPLAR TENT LLC
 DEED: 8182-0041
 PIN #4680-88-4340

**STORMWATER MANAGEMENT EASEMENT MAP FOR:
THE CITY OF CONCORD**

SCALE	TOWNSHIP	COUNTY	STATE	DATE
1" = 100'	#2	CABARRUS	N.C.	01/24/2020

STORMWATER MANAGEMENT EASEMENT MAP FOR THE CITY OF CONCORD
OWNER: POPLAR POINT ASSOCIATES LLC (DEED:1819-319) (PIN#4680-78-8567)

SURVEYED		YARBROUGH-WILLIAMS & HOULE, INC. Planning • Surveying • Engineering	MAP RECORDED
MAPPED YWH			

NC Corporate Registration #C-0470
 750 Windsor Oak Court, Charlotte, North Carolina, 28227
 P.O. Box 1198, Florence, North Carolina, 28534
 704.668.1890 704.668.0800(fax)



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:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	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.
The flow diversion structure	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.

The pretreatment area	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.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	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.
The outflow spillway and pipe	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.
The receiving water	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 16th day of January, 2020, by White Park, LLC, a North Carolina limited liability company, whose principal address is 167 Church St. NE, 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: 4359-4403 Republic Court NW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5601-81-0498. It being the land conveyed to Grantor by deeds recorded in Book and Page 4424/88 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 Sand Filter, 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 "1.625 AC Easement – Republic Ct." and labeled "SCM & SCM Access Easement 13610.73 sf 0.312 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 "1.625 AC Easement – Republic Ct." and labeled "Public Utility, Access & SCM Easement Variable Width R/W 57172.42 sf 1.313 AC"** for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of 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 Sand Filter 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 Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report 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 NC DENR 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 January 16, 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:

White Park, LLC,
a North Carolina limited liability company

By: *Hugh H. Morrison*
HUGH H. MORRISON, Manager/Member

GRANTEE:

City of Concord, a municipal corporation

By: _____
Lloyd Payne, City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

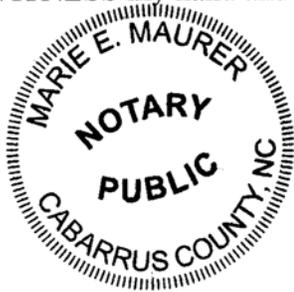
APPROVED AS TO FORM

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 Hugh H. Morrison personally appeared before me this day and acknowledged that he/she is the Manager/Member of White Park, 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 16th day of January, 2020



Marie E. Maurer
Notary Public
My commission expires: 10-2-2022

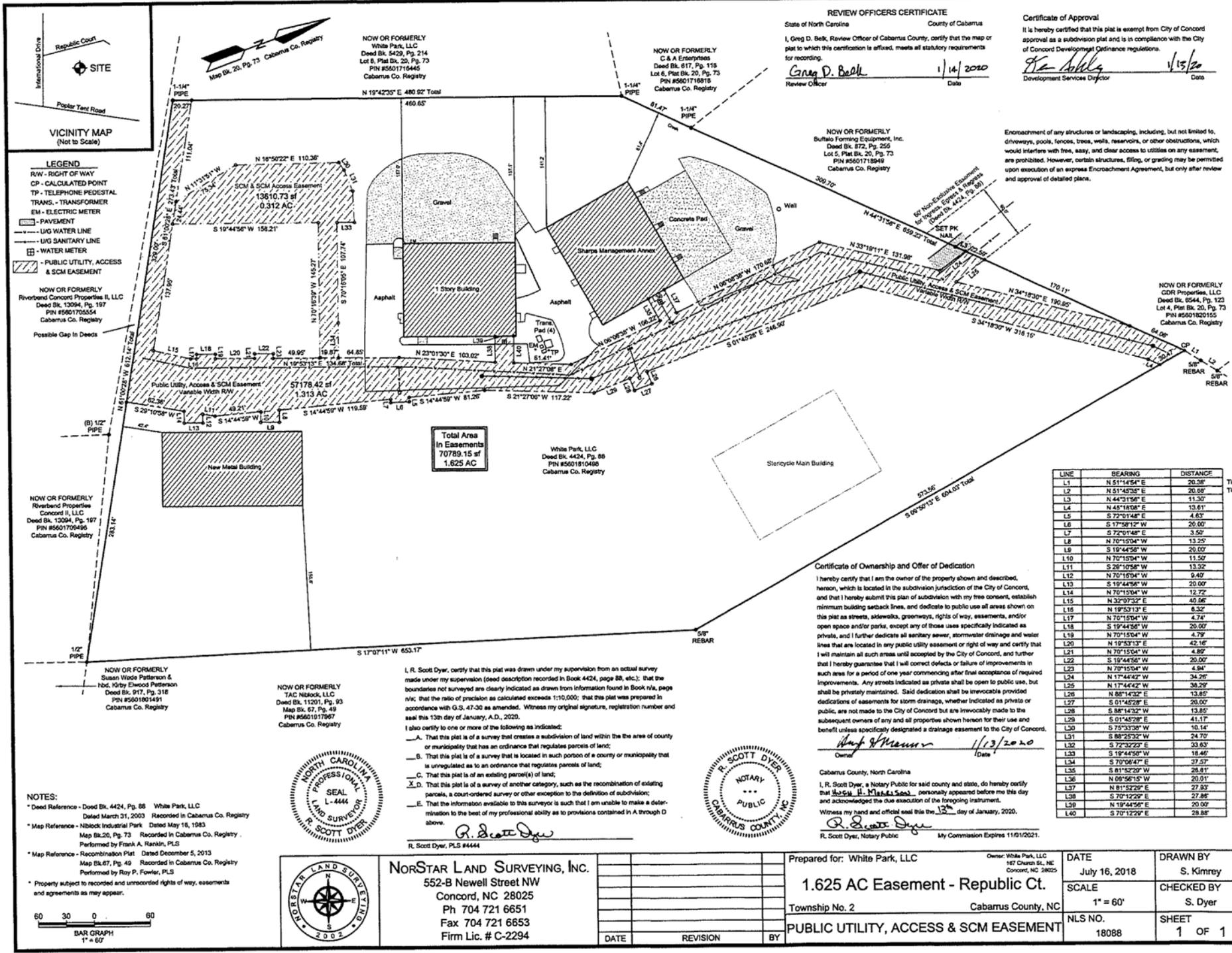
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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: _____

Exhibit "A"



REVIEW OFFICERS CERTIFICATE
State of North Carolina
County of Cabarrus
I, Greg D. 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 D. Bell 1/14/2020
Review Officer Date

Certificate of Approval
It is hereby certified that this plat is exempt from City of Concord approval as a subdivision plat and is in compliance with the City of Concord Development Ordinance regulations.
Greg Adkins 1/15/20
Development Services Director Date

Encroachment of any structures or landscaping, including, but not limited to, driveways, pools, fences, trees, wells, reservoirs, or other obstructions, which would interfere with free, easy, and clear access to utilities on any easement, are prohibited. However, certain structures, filling, or grading may be permitted upon execution of an express Encroachment Agreement, but only after review and approval of detailed plans.

LINE	BEARING	DISTANCE
L1	N 51°14'54" E	20.38'
L2	N 51°45'35" E	20.68'
L3	N 44°31'56" E	11.30'
L4	N 45°18'08" E	13.61'
L5	S 72°01'48" W	4.63'
L6	S 17°58'12" W	20.00'
L7	S 72°01'48" W	3.50'
L8	N 70°15'04" W	13.25'
L8	S 19°44'56" W	20.00'
L10	N 70°15'04" W	11.50'
L11	S 28°10'58" W	13.32'
L12	N 70°15'04" W	9.40'
L13	S 19°44'56" W	20.00'
L14	N 70°15'04" W	12.72'
L15	N 32°07'23" E	40.86'
L16	N 19°53'13" E	6.32'
L17	N 70°15'04" W	4.74'
L18	S 19°44'56" W	20.00'
L19	N 70°15'04" W	4.79'
L20	N 19°53'13" E	42.16'
L21	N 70°15'04" W	4.82'
L22	S 19°44'56" W	20.00'
L23	N 70°15'04" W	4.94'
L24	N 17°44'42" W	34.26'
L25	N 17°44'42" W	38.29'
L26	N 88°14'32" E	13.80'
L27	S 01°45'28" E	20.00'
L28	S 88°14'32" E	13.85'
L29	S 01°45'28" E	41.11'
L30	S 73°33'38" W	10.14'
L31	S 88°25'32" W	24.70'
L32	S 72°32'23" E	33.63'
L33	S 19°44'56" W	18.46'
L34	S 70°08'47" E	37.57'
L35	S 81°22'29" E	28.81'
L36	N 09°56'18" W	20.01'
L37	N 81°22'29" E	27.83'
L38	S 70°12'29" E	27.88'
L39	N 19°44'56" E	20.00'
L40	S 70°12'29" E	28.88'

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, grooves, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

Wendy G. Meunier 1/13/2020
Owner Date

Cabarrus County, North Carolina
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Wendy G. Meunier, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this 13th day of January, 2020.
R. Scott Dyer
R. Scott Dyer, Notary Public My Commission Expires 11/01/2021.



I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 4424, page 88, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book n/a, page n/a; that the ratio of precision as calculated exceeds 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 13th day of January, A.D., 2020.

I also certify to one or more of the following as indicated:

- A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
- B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
- C. That this plat is of an existing parcel(s) of land;
- D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
- E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

R. Scott Dyer
R. Scott Dyer, PLS #4444



NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

DATE	REVISION	BY

Prepared for: White Park, LLC
1.625 AC Easement - Republic Ct.
Township No. 2 Cabarrus County, NC
PUBLIC UTILITY, ACCESS & SCM EASEMENT

DATE	DRAWN BY
July 16, 2018	S. Kimrey
SCALE	CHECKED BY
1" = 60'	S. Dyer
NLS NO.	SHEET
18088	1 OF 1

Exhibit "B"



Republic Drive #4 - 4359 Republic Court NW, Concord, NC
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:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	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.
The flow diversion structure	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.

The pretreatment area	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.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	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.
The outflow spillway and pipe	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.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

Consent of Lienholder

Pinnacle Bank ("Lienholder"), hereby consents to the grant of the foregoing Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement by White Park, LLC, a North Carolina limited liability company, filed in Deed Book _____ at Page _____, and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Deed of Trust Securing Future Advances, and any amendments hereto, recorded in Deed Book and Page 13082/2, the Assignment of Rents recorded in Deed Book and Page 13082/14, the Deed of Trust Securing Future Advances recorded in Deed Book and Page 13327/128 and the Assignment of Rents recorded in Deed Book and Page 13327/140, all of the Cabarrus County Register of Deeds Office, or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement.

SIGNED AND EXECUTED this 14th day of JANUARY, 2020.

Pinnacle Bank

By: *Stuart W. Jones*
Name: Stuart W. Jones
Title: Vice President

STATE OF North Carolina
COUNTY OF Cabarrus

I, Michelle M. Watkins, a Notary Public in and for Cabarrus County and State of North Carolina, do hereby certify that Stuart W. Jones as Vice President of Pinnacle Bank, personally appeared before me this day and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 14 day of January, 2020.

My Commission Expires: 6-11-22 Michelle M. Watkins
Notary Public



Consent of Lienholder

Bank of North Carolina ("Lienholder"), hereby consents to the grant of the foregoing Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement by White Park, LLC, a North Carolina limited liability company, filed in Deed Book _____ at Page _____, and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Deed of Trust, and any amendments hereto, recorded in Deed Book and Page 11473/193 and the Assignment of Leases and Rents filed in Deed Book and Page 11473/201, all of the Cabarrus County Register of Deeds Office or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement.

SIGNED AND EXECUTED this 14th day of JANUARY, 2020.

Pinnacle Bank
formerly Bank of North Carolina

By: *Stuart W. Jones*
Name: Stuart W. Jones
Title: Vice President

STATE OF North Carolina
COUNTY OF Cabarrus

I, Michelle M. Watkins, a Notary Public in and for Cabarrus County and State of North Carolina, do hereby certify that Stuart W. Jones as Vice President of Pinnacle Bank, formerly Bank of North Carolina, personally appeared before me this day and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 14 day of January, 2020.

My Commission Expires: 6-11-22

Michelle M. Watkins
Notary Public



NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2020, by CV NLA II LP, a Delaware limited partnership, whose principal address is 1114 Avenue of the Americas, 38th Floor, New York, NY 10036 (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: 1925, 1935 & 1945 Concord Pkwy S, Concord, NC, Cabarrus County Property Identification Number (PIN): 5519-33-1655. It being the land conveyed to Grantor by deeds recorded in Book and Page 13905/167 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 Wet 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 Plat of Carvana Concord" and labeled "SCM Access and Maintenance Easement 200,486 SQ. FT. or 4.602 Acres" and "SCM Access and Maintenance Easement 761 SQ. FT. or 0.0175 Acres"**, 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 Plat of Carvana Concord" and labeled "Access Easement 6,477 SQ. FT. or 0.1487 Acres" and "Access Easement 556 SQ. FT. or 0.0128 Acres" and "SCM Access and Maintenance Easement 200,486 SQ. FT. or 4.602 Acres" and "SCM Access and Maintenance Easement 761 SQ. FT. or 0.0175 Acres" and "Temporary Access Easement 158,988 SQ. FT. or 3.6499 Acres"** and ultimately across adjacent property also shown on the attached **Exhibit "A" titled "SCM Plat of Carvana Concord" and labeled "Access Easement Area: 116,220 SQ. FT. or 2.6680 Acres"**, as amended by that certain **First Amendment to Access Easement Agreement (Over Portion of Bootsmead 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 Wet 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 Wet 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 _____, 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:

CV NLA II LP, a Delaware limited partnership

By: CV NLA GenPar LLC, a Delaware limited liability company, its General Partner

By: 
Name: Catherine E. Tenney
Title: Senior Vice President

GRANTEE:

City of Concord, a municipal corporation

By: _____
Lloyd Payne, City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

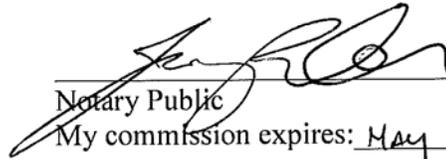
VaLerie Kolczynski, City Attorney

STATE OF NEW YORK
COUNTY OF NEW YORK

I, JESUS ROSADO, a Notary Public of the aforesaid County and State, do hereby certify that CATHERINE E. TENNEY personally appeared before me this day and acknowledged that he/she is the SENIOR VICE PRESIDENT of CV NLA GenPar LLC, a Delaware limited liability company, as General Partner of CV NLA II LP, a Delaware limited partnership, and that he/he as SENIOR VICE PRESIDENT being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 29 day of JANUARY, 2020

Jesus Rosado
Notary Public, State of New York
No. 01RO6242246
Qualified in Bronx County
Commission Expires May 31, 2023



Notary Public
My commission expires: MAY 31, 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: _____

SCM PLAT OF CARVANA CONCORD

OWNER: CV NLA II, LP
 1925 CONCORD PARKWAY SOUTH
 CITY OF CONCORD, CABARRUS COUNTY, N.C.
 DEED REFERENCE: 13905-187
 MAP REFERENCE: 81-72
 TAX PARCEL NO: 55193316550000

CURVE TABLE "A"

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
A1	185.00	138.94	S21°30'53"E	135.89
A2	185.00	138.94	S21°30'53"E	135.89
A3	185.00	138.94	S21°30'53"E	135.89
A4	155.00	24.85	S1°42'43"W	24.82
A5	210.18	14.33	S90°02'27"W	14.33
A6	226.05	21.45	S90°09'12"E	21.49
A7	172.03	18.57	S12°04'36"E	18.50
A8	57.00	54.64	S82°35'11"W	62.98
A9	57.00	54.64	S82°35'11"W	62.98
A10	57.00	54.64	S82°35'11"W	62.98
A11	57.00	54.64	S82°35'11"W	62.98
A12	57.00	54.64	S82°35'11"W	62.98
A13	245.13	25.00	N04°09'25"W	24.99
A14	306.54	67.62	S45°19'31"W	74.33
A15	306.54	67.62	S45°19'31"W	74.33
A16	194.22	25.27	N89°18'35"W	25.25
A17	194.22	25.27	N89°18'35"W	25.25
A18	58.48	46.10	N71°04'17"W	45.24
A19	58.48	46.10	N71°04'17"W	45.24
A20	45.25	12.34	N27°27'07"W	12.31
A21	39.93	56.57	N37°16'32"E	51.96
A22	563.55	54.71	S83°50'42"E	54.69
A23	155.00	205.65	N45°30'25"E	190.89
A24	155.00	205.65	N45°30'25"E	190.89
A25	185.12	197.28	N83°20'00"E	189.07
A26	98.30	39.27	N87°30'00"E	38.27
A27	98.30	39.27	N87°30'00"E	38.27
A28	535.18	77.06	N26°37'18"E	75.10
A29	155.00	169.32	N87°00'00"E	165.23
A30	155.00	169.32	N87°00'00"E	165.23
A31	125.00	27.44	S85°42'39"E	27.39
A32	125.00	27.44	S85°42'39"E	27.39
A33	125.00	27.44	S85°42'39"E	27.39
A34	125.00	27.44	S85°42'39"E	27.39
A35	71.50	118.92	N34°47'29"W	104.23
A36	3.50	3.19	N13°45'25"W	3.04
A37	675.34	246.88	N29°03'24"W	245.51
A38	439.50	62.91	N13°58'49"W	62.69
A39	133.50	20.84	N52°48'11"W	18.83
A40	650.00	119.78	S78°13'55"W	119.54
A41	650.00	119.78	S78°13'55"W	119.54
A42	360.00	67.83	S13°58'49"E	67.73
A43	595.84	213.23	S28°47'05"E	212.09
A44	3.00	3.08	S68°25'49"E	2.95
A45	72.00	129.85	S46°11'23"E	112.96
A46	72.00	129.85	S46°11'23"E	112.96
A47	72.00	129.85	S46°11'23"E	112.96
A48	72.00	129.85	S46°11'23"E	112.96
A49	72.00	129.85	S46°11'23"E	112.96
A50	546.38	629.42	S51°38'58"E	585.19
A51	410.15	600.66	S47°00'55"E	548.40
A52	571.44	409.18	S34°14'47"W	388.80
A53	783.51	888.93	S39°04'34"W	771.92

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	513.24	777.74	S41°05'56"E	705.44
C2	288.63	176.79	S18°03'17"W	173.60
C3	350.00	37.35	S33°45'00"W	37.34

LINE TABLE

LINE	BEARING	DISTANCE
L1	N48°27'25"W	224.63
L2	N50°05'24"W	51.10
L3	N51°51'58"W	151.61
L4	N48°31'01"W	223.71
L5	N52°01'13"W	218.04
L6	N51°53'33"W	295.53
L7	S89°59'25"W	142.00
L8	S00°00'35"E	85.36
L9	S50°09'13"E	278.07
L10	S28°33'15"W	190.41

LINE TABLE "B"

LINE	BEARING	DISTANCE
B1	S00°02'57"W	305.73
B2	S43°01'45"E	118.80
B3	S11°41'45"E	118.80
B4	S00°00'00"E	39.48
B5	N80°00'00"W	7.98
B6	S18°57'30"W	28.71
B7	S09°45'24"W	73.24
B8	S00°00'19"W	156.79
B9	S09°45'24"W	83.99
B10	S09°45'24"W	83.99
B11	S00°00'00"E	273.91
B12	N80°00'00"W	265.60
B13	N80°00'00"W	40.74
B14	S59°37'17"W	106.39
B15	N27°27'43"W	24.00
B16	S09°27'43"W	108.75
B17	N80°00'00"W	40.74
B18	N80°00'00"W	40.74
B19	S00°00'00"E	265.60
B20	N80°00'00"E	209.93
B21	N80°00'00"E	232.30
B22	N27°15'18"W	60.44
B23	N09°45'24"W	88.53
B24	N80°00'00"E	144.92
B25	N80°00'00"E	244.92
B26	S64°29'53"W	10.22
B27	S35°18'48"W	11.61
B28	S00°05'21"W	118.93
B29	N80°00'00"W	14.50
B30	N29°27'35"W	22.95
B31	N29°27'35"W	22.95
B32	N29°27'35"W	22.95
B33	N29°27'35"W	22.95
B34	S89°59'44"E	32.53
B35	N76°19'09"E	15.83
B36	N07°33'30"W	43.45
B37	S78°15'13"E	24.20
B38	N09°45'24"W	21.59
B39	N86°58'04"E	21.59
B40	S64°29'53"W	48.72
B41	N04°23'32"W	25.73
B42	N84°29'53"E	54.77
B43	N80°00'00"E	96.13
B44	N80°00'00"E	53.28
B45	N80°00'00"E	53.28
B46	N80°00'00"E	53.28
B47	N80°00'00"E	53.28
B48	N80°00'00"E	53.28
B49	N89°56'23"W	250.02
B50	S64°29'53"W	3.71
B51	N00°00'00"E	82.24
B52	N00°00'00"E	52.24
B53	N00°00'00"E	52.24
B54	S00°00'00"E	45.01
B55	N80°00'00"E	71.68
B56	S00°02'18"E	112.00
B57	N78°18'59"W	38.31
B58	N78°18'59"W	38.31
B59	N78°18'59"W	38.31
B60	N78°18'59"W	38.31
B61	N78°18'59"W	38.31
B62	N47°02'32"W	20.79
B63	N47°02'32"W	20.79
B64	S52°07'45"W	28.61
B65	S42°57'35"E	5.94
B66	N19°22'41"W	176.13
B67	S17°13'19"E	75.70
B68	S82°07'24"W	24.50
B69	S27°04'24"W	310.88
B70	S27°04'24"W	310.88
B71	N70°10'42"E	312.32
B72	N87°48'35"E	285.44
B73	S09°34'57"E	175.29
B74	S17°13'19"E	75.70
B75	S82°07'24"W	24.50
B76	S27°04'24"W	310.88
B77	S47°08'42"E	14.58
B78	S53°39'17"E	58.98
B79	S59°43'52"E	47.32
B80	S65°25'56"E	50.90
B81	S71°13'19"E	75.70
B82	N87°48'35"E	285.44
B83	N87°48'35"E	285.44
B84	N87°48'35"E	285.44
B85	N87°48'35"E	285.44
B86	N87°48'35"E	285.44

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION:
 I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS MAP WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION TO THE CITY OF CONCORD, NORTH CAROLINA, FOR RECORDATION AND DEDICATION TO THE PUBLIC USE. ALL AREAS SHOWN ON THIS MAP AS ALLEYS, SIDEWALKS, OPEN SPACES, RIGHTS-OF-WAY, OPEN SPACES AND PARKS EXCEPT SUCH AREAS INTENDED TO BE USED FOR CONCRETE AND ASPHALT DRIVEWAYS SHALL BE CONSIDERED TO BE SUBJECT TO THE CITY OF CONCORD'S PLANNING DEPARTMENT'S REVIEW AND APPROVAL FOR A PERIOD OF ONE YEAR COMMENCING AFTER THE DATE OF RECORDATION OF THIS MAP.

BOOTSMEAD LEASECO, LLC., a Delaware limited liability company, is Managing Member of **KCC-Barrus, LLC.**, a Delaware limited liability company, its Managing Member by **Keeneland Capital, LLC.**, a Delaware limited liability company, its Managing Member

By: _____
 Name: _____
 Title: _____
 NORTH CAROLINA
 CABARRUS COUNTY

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____

ZONING:
 ZONING RESTRICTIONS AS PER ZONING ORDINANCE:
 SUBJECT PROPERTY ZONED: _____, AND AS
 FOR FURTHER INFORMATION CONTACT THE CITY OF CONCORD ZONING DEPARTMENT AT 704-926-3132.

CERTIFICATE OF EXCEPTION PLAT APPROVAL
 THIS MAP IS AN EXCEPTION TO THE ZONING ORDINANCE OF THE CITY OF CONCORD APPROVED AS A SUBDIVISION PLAT AND IS IN ACCORDANCE WITH THE CITY OF CONCORD ZONING ORDINANCE REGULATIONS.

DEVELOPMENT SERVICES DIRECTOR _____ DATE _____

PLAT REVIEW OFFICER
 I, _____, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES FOR RECORDING.

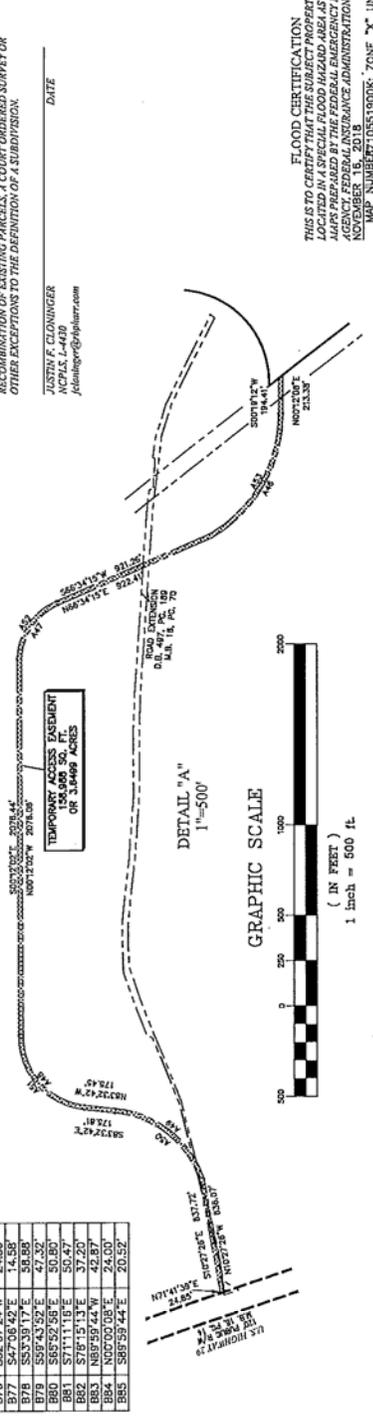
REVIEW OFFICER _____ DATE _____



R.B. PHARR & ASSOCIATES, P.A.
 SURVEYORS
 428 HAWTHORNE LANE CHARLOTTE, NC 28284
 TEL. 7740 376-2186

DATE: JAN. 14, 2020 JOB NO. 91040
 SCALE: 1" = 200'

FLOOD CERTIFICATION
 THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS PARTLY FLOODED AS SHOWN ON THE FLOOD HAZARD ZONING MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED NOVEMBER 16, 2018
 MAP NUMBER: 15051900R; ZONE: X UNSHADED & "AE"





Wet Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

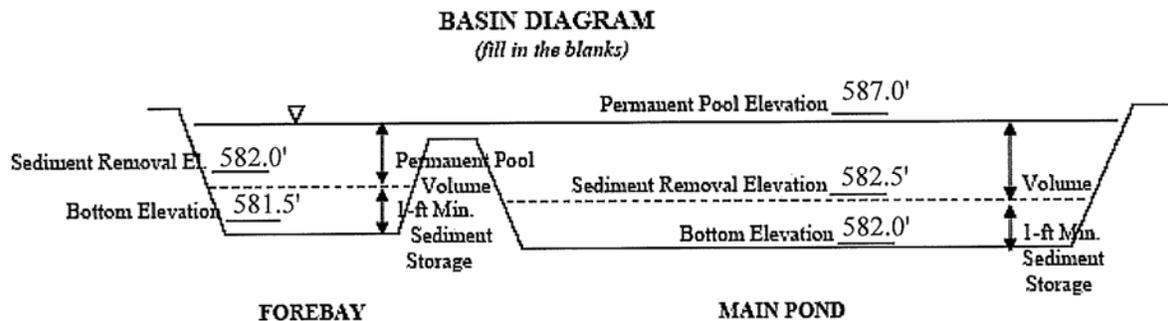
SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

Elevations used are approved design or ~~equivalent as-built elevations~~. (Indicate which is being indicated in this document.)

When the permanent pool depth reads 4.5' feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 5.0' feet in the forebay, the sediment shall be removed.





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:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	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.
The flow diversion structure	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.

The pretreatment area	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.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	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.
The outflow spillway and pipe	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.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

TENANT / PERMITTEE CONSENT AND SUBORDINATION

The undersigned, being "Tenant" or "Permittee" under that certain Memorandum of Lease recorded in Deed Book 13905, Page 174, of the Cabarrus County, North Carolina, Register of Deeds Office, does hereby consent to and does hereby agree that all of Permittees' right, title and interest in and to that certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 1925, 1935 & 1945 Concord Pkwy S, Concord, NC, Cabarrus County Property Identification (PIN): 5519-33-1655 ("Easement Properties") are subject and subordinate to the Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement.

IN WITNESS WHEREOF, Tenant has executed this Tenant / Permittee Consent and Subordination effective as of the date written below.

TENANT

Carvana, LLC, an Arizona limited liability company

By: [Signature]

Name: Paul Breaux

Title: General Counsel, Member of Managing Member

Date: 1/27/20

STATE OF ARIZONA
COUNTY OF MARICOPA

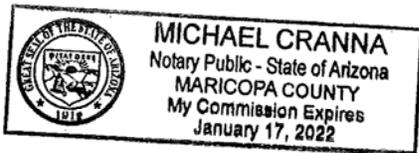
I, Michael Cranna, a Notary Public of Maricopa County and State of AZ certify that Paul Breaux personally came before me this day and acknowledged that he/she is the Manager/Member of the Managing Member of Carvana, LLC, an Arizona limited liability company, personally appeared before me this day and acknowledged to me that he/she is the Manager/Member of the Managing Member of Carvana, LLC, an Arizona limited liability company and that he/she voluntarily signed the foregoing document for the purposes stated therein.

Witness my hand and official seal this 27 day of 1, 2020

[Signature]

Notary Public

My Commission Expires: 1.17.22





MEMORADUM

DATE: Wednesday, January 29, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: The Wayforth at Concord
 PROJECT NUMBER: 2018-061
 DEVELOPER: Wayforth at Concord, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-12, 82-107 and Amenity Center
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, February 13, 2020
 ONE-YEAR WARRANTY DATE: Saturday, February 13, 2021

Water Infrastructure	Quantity
8-inch in LF	1181.00
8-inch Valves	4
6-inch in LF	66.00
6-inch Valves	2
2-inch in LF	100.00
2-inch Valves	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2425.00
Manholes as EA	14



MEMORADUM

DATE: Thursday, January 02, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Edenton at Cox Mill PH 1 MP 2
 PROJECT NUMBER: 2017-030
 DEVELOPER: M/I Homes of Charlotte, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 32-48 and 95-103
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, February 13, 2020
 ONE-YEAR WARRANTY DATE: Saturday, February 12, 2022

Water Infrastructure	Quantity
8-inch in LF	984.00
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
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AN ORDINANCE TO AMEND FY 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th 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:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
610-4601000	Bond Proceeds	0	1,628,542	1,628,542
620-4601000	Bond Proceeds	0	1,536,534	1,536,534
640-4601000	Bond Proceeds	0	2,969,887	2,969,887
100-4601000	Bond Proceeds	0	437,038	437,038
610-4406000	Retained Earnings Appr	7,487,881	8,511,385	1,023,504
620-4406000	Retained Earnings Appr	292,727	1,258,406	965,679
640-4406000	Retained Earnings Appr	1,163,702	3,030,215	1,866,513
100-4370000	Fund Balance Appropriated	5,067,866	5,342,535	274,669
610-4361000	Investment Earnings	750,000	825,827	75,827
620-4361000	Investment Earnings	500,000	571,543	71,543
640-4361000	Investment Earnings	271,000	409,281	138,281
100-4361000	Investment Earnings	1,100,000	1,120,349	20,349
Total				11,008,366

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7240-5710000	Bond/Debt Principal	1,483,837	4,191,052	2,707,215
7340-5710000	Bond/Debt Principal	2,068,375	4,622,640	2,554,265
7420-5710000	Bond/Debt Principal	1,930,126	6,867,134	4,937,008
4115-5710000	Bond/Debt Principal	267,663	994,175	726,512
7240-5720000	Bond/Debt Interest	572,921	576,032	3,111
7340-5720000	Bond/Debt Interest	907,116	910,051	2,935
7420-5720000	Bond/Debt Interest	402,410	408,083	5,673
4115-5720000	Bond/Debt Interest	39,903	40,738	835
7240-5800899	Cost of Issuance	0	17,547	17,547
7340-5800899	Cost of Issuance	0	16,556	16,556
7420-5800899	Cost of Issuance	0	32,000	32,000
4115-5800899	Cost of Issuance	0	4,709	4,709
Total				11,008,366

Reason: To appropriate revenue bond proceeds from the 2019 Refunding Revenue Bonds issued to refund the 2009B Revenue Bonds.

Adopted this 13th day of February, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

CAPITAL PROJECT ORDINANCE

Bunker Renovation

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 Bunker Renovations.

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
7550-5811402	Bunker Restoration	\$434,985	\$443,740	\$8,755
7550-5811402				
475-4501650	Transfer Golf Fund	\$0	\$8,755	\$8,755
475-4501650				

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 13th day of February, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2018-2019 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 14th day of June, 2018, adopt a City budget for the fiscal year beginning July 1, 2018 and ending on June 30, 2019, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
Total				

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7501-5989000	Transfer to Golf Projects	0	8,755	8,755
7501-5550000	Capital Equipment-Golf	35,200	26,445	(8,755)
Total				0

Reason: To transfer operating funds to the bunker project to cover the additional money needed to complete the project.

Adopted this 13th day of February, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-Mills at Rocky River

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

- SECTION 1. The projects authorized are the projects included for the Mills at Rocky River Greenway.
- SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.
- SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
420-4354100				
420-4354100	Contributions	\$92,511	\$94,211	\$1,700
				\$1,700

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811096				
8300-5811096	Mills at Rocky River Greenway	\$256,625	\$258,325	\$1,700
Total				\$1,700

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 13th day February, 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 13th 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
630-4357300	Federal Aid	2,017,575	2,262,882	245,307
630-4357300				
630-4337000	Local Shared Revenue	978,180	1,008,844	30,664
630-4337000				
630-4501100	Transfer from General Fund	725,276	755,940	30,664
	Total			306,635

Account	Title	<u>Expenses/Expenditures</u>		
		Current Budget	Amended Budget	(Decrease) Increase
7616-5800429				
7616-5800429	Grant Expenditures	194,436	501,071	306,635
	Total			306,635

Reason: To allocate FTA grant funds for the purchase of Computer Aided Dispatch/ Automated Vehicle Location system to provide Rider Transit staff and consumers real-time location information.

Adopted this 13th day of February, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th 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>		(Decrease) Increase
		Current Budget	Amended Budget	
630-4401330	Federal	2,017,575	2,186,433	168,858
630-4401330				
630-4337000	Local Shared Revenue	978,180	999,287	21,107
630-4337000				
630-4501100	Transfer from General Fund	725,276	746,383	21,107
Total				211,072

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7616-5800429	Grant Expenditures	194,436	405,508	211,072
7616-5800429				
Total				211,072

Reason: To allocate FTA grant funds for the purchase of a digital fare system in order to allow additional, more flexible options for customers to purchase transit passes and fares. card cost. This digital fare payment system will also allow for the introduction of the concept of fare capping.

Adopted this 13th day of February, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



Quarterly Council Report

UTILITY EXTENSIONS/ADDITIONS PERMITTED

October 1, 2019 – December 31, 2019

SUMMARY

During the past quarter, the City of Concord Engineering Department's local permitting programs have authorized the expansion of the City of Concord's water distribution system and wastewater collection system to areas that have been recently annexed, developed or to portions of the countywide service area, where infrastructure is lacking, deficient or overloaded.

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **October 1, 2019 through December 31, 2019** are as follows:

***WATER-** The City of Concord initiated water distribution system extensions permitted by the City of Concord's delegated permitting 2,285 linear feet of 6-inch water lines, and other appurtenances to provide services to existing customers, with an average domestic water demand of 0 GPD of treated water from the City of Concord's existing potable water distribution system.*

*The Developer initiated **PUBLIC** water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 1,474 linear feet of 12-inch water main, 2 linear feet of 10-inch water main, 8,166 linear feet of 8-inch water main, 127 linear feet of 6-inch water main, 26 linear feet of 4-inch water main, and 865 linear feet of 2-inch water main with valves, hydrants and other appurtenances to serve 10,300 sq. ft. of commercial retail, 20,250 sq. ft. of industrial warehouse-distribution, 90,720 sq. ft. of industrial manufacturing, 190,000 sq. ft. of industrial automotive warehouse with 48 car wash bays, 14,822 sq. ft. of fire station facility, 144 single family residential lots, and 132 residential apartment units with office/fitness center and 160 capacity pool amenity center; with an average water demand of 187,881 GPD of treated water from the City of Concord's existing potable water distribution system.*

SEWER – The City of Concord does not report any wastewater collection system extensions for this quarter.

The Developer initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 363 linear feet of 10-inch sanitary sewer and 6,372 linear feet of 8-inch sanitary sewer with manholes and other appurtenances to serve 190,000 sq. ft. of industrial automotive warehouse with 48 car wash bays, 140 single family residential lots, and 66 residential apartment units with office/fitness center and 160 capacity pool amenity center; with an average total average wastewater discharge of 83,040 GPD.

*Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from **1st of October to the 31st of December, 2019**:*

Water Distribution System Extensions: October 1, 2019 - December 31, 2019

Date Issued: October 15, 2019
Project Title: Odell Drive NW Public Water Main Extension
Project #: 2019-050
Developer: SHIFA 1, LLC
Attn: Sarfi Bukhari, President
158 LeCline Drive NE
Concord, NC 28025
P) 607-725-9884 | Email) buksar@gmail.com

Description: Construction of approximately 315 linear feet of 2-inch water lines with 1 in-line valve and other appurtenances to provide potable water to 4 single family lots located on of Odell Drive NW with an average domestic water demand of 1,600 GPD.

Date Issued: October 18, 2019
Project Title: The Haven at Rocky River
Project #: 2018-054
Developer: Dependable Development, Inc.
Attn: Mr. Jonathan M. McCall
2649 Brekonridge Centre Dr., Suite 104
Monroe, NC 28110
P) 704-774-1964 | email) jmccall@carolina-development.com

Description: Construction of approximately 984 linear feet of 12-inch water lines with 2 in-line valves, 6,256 linear feet of 8-inch water lines with 16 in-line valves, 550 linear feet of 2-inch water lines with 2 in-line valves, 13 hydrants, and other appurtenances to provide potable water to 140 single family 4-bedroom lots, located off of Flowes Store Rd., with an average domestic water demand of 56,000 GPD.

Date Issued: October 15, 2019
Project Title: Sealand Office (Midland)
Project #: 2019-031
Developer: Bree Properties, LLC
Attn: Mr. Daniel Bree, President
1708 N. Caldwell,
Charlotte, NC 28206
P) 704-522-1102 | Email) vjd@sealandcontractors.com

Description: Construction of approximately 844 linear feet of 8-inch water lines with 7 in-line valves, 3 hydrants, and other appurtenances to provide potable water and fire protection coverage to industrial development with 7,500 sq. ft. office and 12,750 sq. ft. warehouse located off of NC Hwy 24/27 with an average industrial water demand of 1,175 GPD.

Date Issued: October 21, 2019
Project Title: Concord Parkway-Kannapolis Highway Retail
Project #: 2019-024
Developer: Sunset Southstar, LLC
Attn: Scott Bortz, Manager
101 South King Drive, Suite 200
Charlotte, NC 28104
P) 704-714-2860
Email) sbortz@tribek.com

Description: Construction of approximately 490 linear feet of 12-inch water lines with 1 in-line valve; 12 linear feet of 8-inch water lines with 1 in-line valves; 6 linear feet of 6-inch water lines with 1 in-line valve; 1 hydrant, and other appurtenances to provide potable water and fire service coverage to a 10,300 sq. ft. retail speculative building located off of Concord Parkway and Kannapolis Highway with an average commercial water demand of 2,950 GPD.

Date Issued: October 30, 2019
Project Title: Emery Village Apartments
Project #: 2018-034
Developer: Eagle I Property Group, LLC
Attn: Sushanth Charabuddi
One Boston Place, Suite 2600,
Boston, MA 02108
P) 617-933-7244
Email) scharabuddi@eaglepropertygroup.com

Description: Construction of approximately 955 linear feet of 8-inch water lines with 3 in-line valves, 3 linear feet of 6-inch water lines with 1 in-line valves and a master meter water service vault assembly, 1 hydrant, and other appurtenances to serve 132 1 & 2 bedroom apartment units, a 160 person capacity pool facility, an office with 3 employees, and a 1,381 sq. ft. fitness center located on Emery Avenue NE with a domestic water demand of 55,166 GPD.

Date Issued: November 20, 2019
Project Title: Carvana (Aka: Project Wavy)
Project #: 2019-026
Developer: Carvana, LLC
Attn: Paul Breaux, Vice President
1930 W. Rio Salado Pkwy
Tempe, AZ 85281
P)864-423-1747 | Email) todd.ward@carvana.com

Description: Construction of approximately 2 linear feet of 10-inch water lines, 91 linear feet of 8-inch water lines with 2 in-line valves, 26 linear feet of 4-inch water lines with 2 in-line valves and 4-inch master water meter vault assembly, and other appurtenances to serve 190,000 sq. ft. building with 25 employee office, vehicle maintenance space and 48 carwash bays located off of Roberta Road with an average industrial water demand of 68,850 GPD.

Date Issued: November 4, 2019
Project Title: Project Blue Anchor
Project #: 2019-030
Developer: Blue Anchor, LLC
Attn: Victor Chang, Manager
4680 Vinita Ct.,
Chino, CA 91710
P) 909-606-4168 Ext. 1205 | Email) victorc@pamexinc.com

Description: Construction of approximately 8 linear feet of 8-inch water lines and other appurtenances to provide potable water and fire protection to an 90,720 sq. ft. industrial building located off of Derita Road and Westmoreland Dr. NW with an average industrial water demand of 1,300 GPD.

Date Issued: October 8, 2019
Project Title: Fire Station # 10
Project #: 2009-021
Developer: City of Concord
Attn: Enrique Alberto Blat, Deputy Director of Engineering
Attn: Jake Williams, Fire Chief
PO Box 308,
Concord, NC 28026
P) 704 920-5403 & 704 920-5524 | Email) blatr@concordnc.gov & williamj@concordnc.gov

Description: Construction of approximately 118 linear feet of 6-inch water lines with 2 in-line valves, 1 hydrant, and other appurtenances to provide potable water and fire coverage to the 14,882 sq. ft. fire station located off of Poplar Tent Road with an average water demand of 840 GPD.

Date Issued: December 18, 2019
Project Title: Virginia St. Water Line Replacement
Project #: 2017-011
Developer: City of Concord Water Resources
Mr. Thomas Bach
PO Box 308
Concord, NC 28016
P) 704-920-5344 | Email) bacht@concordnc.gov
P) 704-920-5344

Description: Construction of approximately 2,285 linear feet of 6-inch water lines with 8 in-line valves, 3 hydrant, and other appurtenances to replace the existing water distribution system and maintain service to the existing customers located along Virginia St. SE, between Corban Ave. SE, NC Hwy 73, and Hillcrest Ave. SE; with zero increase to the average water demand.

Wastewater Distribution System Extensions: October 1, 2019- December 31, 2019

Date Issued: October 18, 2019
Project Title: The Haven at Rocky River
Project #: 2018-054
Developer: Dependable Development, Inc.
Attn: Mr. Jonathan M. McCall
2649 Brekonridge Centre Dr., Suite 104
Monroe, NC 28110
P) 704-774-1964 | email) jmccall@carolina-development.com

Description: Construction of approximately 6,195 linear feet of 8-inch sanitary sewer with 30 manholes and other appurtenances to serve 140 single family 4-bedroom home located off of Flowes Store Road, with a domestic wastewater discharge of 67,200 GPD.

Date Issued: October 30, 2019
Project Title: Emery Village Apartments
Project #: 2018-034
Developer: Eagle I Property Group, LLC
Attn: Sushanth Charabuddi
One Boston Place, Suite 2600,
Boston, MA 02108
P) 617-933-7244 | Email) scharabuddi@eagleipropertygroup.com

Description: Construction of approximately 363 linear feet of 10-inch sanitary sewer with 3 manholes and other appurtenances to serve 66 1 & 2 bedroom apartment units located on Emery Avenue NE with a domestic wastewater discharge of 15,840 GPD.

Date Issued: November 20, 2019
Project Title: Carvana (Aka: Project Wavy)
Project #: 2019-026
Developer: Carvana, LLC
Attn: Paul Breaux, Vice President
1930 W. Rio Salado Pkwy
Tempe, AZ 85281
P)864-423-1747 | Email) todd.ward@carvana.com

Description: Construction of approximately 177 linear feet of 8-inch sanitary sewer with 2 manholes and other appurtenances to serve 190,000 sq. ft. building with 25 employee office, vehicle maintenance space, and 48 carwash bays located off of Roberta Road, with zero increase in wastewater flow. The industrial wastewater discharge of 68,850 GPD will be allocated in Carvana's NCDEQ private sewer permit.

Tax Report for Fiscal Year 2019-2020

FINAL REPORT

December

Property Tax Receipts- Munis

2019 BUDGET YEAR	17,188,212.29
2018	23,779.04
2017	2,639.61
2016	2,097.24
2015	1,010.14
2014	2,070.05
2013	663.20
2012	559.39
2011	546.84
2010	324.80
Prior Years	881.76
Interest	6,181.28
Refunds	
	<hr/>
	17,228,965.64

Vehicle Tax Receipts- County

2019 BUDGET YEAR	363,405.94
2018	
2017	
2016	
2015	
2014	
2013	16.51
Prior Years	22.02
Penalty & Interest	4,339.34
Refunds	
	<hr/>
	367,783.81

Fire District Tax - County

2019 BUDGET YEAR	45,675.36
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	17,642,424.81

423:Vehicle Tag Fee-Transportation Impr Fund	61,315.00
100:Vehicle Tag Fee	61,315.00
292:Vehicle Tag Fee-Transportation Fund	61,315.00
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	183,945.00

Privilege License	-
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<hr/>
	-

Oakwood Cemetery current	1,675.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	2,608.34
Rutherford Cemetery endowment	466.66
West Concord Cemetery current	2,150.00
West Concord Cemetery endowment	1,500.00
Total Cemetery Collections	<hr/>
	8,400.00

Total Collections	<hr/>
	\$ 17,834,769.81

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	22,436.08
Discovery Penalty	2,161.69
Total Amount Invoiced - Monthly	<u>24,597.77</u>
Total Amount Invoiced - YTD	51,557,071.57

Current Year	
Less Abatements (Releases)	
Real	3,219.54
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>3,219.54</u>

Adjusted Amount Invoiced - monthly	21,378.23
Adjusted Amount Invoiced - YTD	51,469,170.97

Current Levy Collected	17,188,212.29
Levy Collected from previous years	34,572.07
Penalties & Interest Collected	6,181.28
Current Month Write Off - Debit/Credit	0.00
Total Monthly Collected	<u>17,228,965.64</u>
Total Collected - YTD	43,065,928.96

Total Collected - net current levy -YTD	42,831,375.10
--	---------------

Percentage of Collected -current levy	83.22%
Percentage Collected from FY19	

Amount Uncollected - current year levy	8,637,795.87
--	--------------

Percentage of Uncollected - current levy	16.78%
--	--------

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of December 2019

RELEASES		
CITY OF CONCORD	\$	3,219.54
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	295.48
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2014	0	2,538,987	2,538,987	0.0048	12,187.14	7,312.29	
2015	0	568,271	568,271	0.0048	2,727.70	1,363.87	
2016	0	668,279	668,279	0.0048	3,207.74	1,283.12	
2017	0	702,985	702,985	0.0048	3,374.32	1,012.33	
2018	0	1,690,816	1,690,816	0.0048	8,115.93	1,623.19	
2019	155,550	4,518,634	4,674,184	0.0048	22,436.08	2,161.69	
Total	155,550	10,687,972	10,843,522		\$ 52,048.91	\$ 14,756.49	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2014	0	87,765	87,765	0.0023	201.86	0.00	
2015	0	114,508	114,508	0.0023	263.37	0.00	
2016	0	106,305	106,305	0.0023	244.50	0.00	
2017	0	92,718	92,718	0.0023	213.24	0.00	
2018	0	284,737	284,737	0.0023	654.91	0.00	
2019	0	217,596	217,596	0.0023	500.47	0.00	
Total	0	903,629	903,629		\$ 2,078.35	\$ -	

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 12/31/2019

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP CHESHAM 0 6/16/2020	16536HFG1	5,000,000.00	4,952,730.55	06/16/2020	1.888	1.45	N/A	99.054611	168
CP CREDIT AGRICOLE 0 5/20/2020	22533TEL6	5,000,000.00	4,960,644.44	05/20/2020	1.774	1.45	N/A	99.212889	141
CP CREDIT SUISSE AG 0 5/7/2020	2254EAE74	5,000,000.00	4,952,990.28	05/07/2020	1.888	1.45	N/A	99.059806	128
CP LMA AMERICAS 0 2/5/2020	53944QB58	5,000,000.00	4,947,387.50	02/05/2020	2.092	1.45	N/A	98.94775	36
CP MALAYAN BANK 0 5/22/2020	56108JEN7	5,000,000.00	4,948,561.11	05/22/2020	1.900	1.45	N/A	98.971222	143
CP NATIXIS 0 1/23/2020	63873JAP5	5,000,000.00	4,944,087.50	01/23/2020	2.154	1.45	N/A	98.88175	23
CP NATIXIS 0 4/8/2020	63873JD80	5,000,000.00	4,951,481.94	04/08/2020	1.949	1.45	N/A	99.029639	99
CP ONTARIO TEACHERS 0 1/15/2020	68328GAF3	5,000,000.00	4,930,625.00	01/15/2020	2.282	1.44	N/A	98.6125	15
CP SANTANDER UK PLC 0 3/19/2020	80285PCK6	5,000,000.00	4,946,812.50	03/19/2020	2.092	1.45	N/A	98.93625	79
CP TOYOTA MOTOR CREDIT 0 2/19/2020	89233GBK1	5,000,000.00	4,950,677.80	02/19/2020	1.949	1.45	N/A	99.013556	50
CP TOYOTA MOTOR CREDIT 0 7/23/2020	89233GGP5	5,000,000.00	4,943,729.15	07/23/2020	1.871	1.45	N/A	98.874583	205
CPMUFGBANKLTD/NY 0 3/6/2020	62479LC60	5,000,000.00	4,952,351.39	03/06/2020	2.050	1.45	N/A	99.047028	66
Sub Total / Average Commercial Paper		60,000,000.00	59,382,079.16		1.990	17.37		98.970327	96
FFCB Bond									
FFCB 1.62 9/11/2020-18	3133EHWS8	5,000,000.00	5,000,000.00	09/11/2020	1.620	1.46	N/A	100	255
FFCB 1.625 7/6/2020-18	3133EHQJ5	5,000,000.00	5,000,000.00	07/06/2020	1.625	1.46	N/A	100	188
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.46	N/A	100	1,001
FFCB 1.71 11/25/2022-20	3133ELAU8	5,000,000.00	5,000,000.00	11/25/2022	1.710	1.46	N/A	100	1,060
FFCB 1.71 5/26/2022-20	3133ELAW4	5,000,000.00	5,000,000.00	05/26/2022	1.710	1.46	N/A	100	877
FFCB 1.73 12/29/2020-17	3133EHPV9	3,250,000.00	3,250,000.00	12/29/2020	1.730	0.95	N/A	100	364
FFCB 1.87 6/19/2023-20	3133ELEV2	5,000,000.00	5,000,000.00	06/19/2023	1.870	1.46	N/A	100	1,266
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.46	N/A	100	1,732
FFCB 1.93 10/30/2023-20	3133EK4A1	5,000,000.00	5,000,000.00	10/30/2023	1.930	1.46	N/A	100	1,399
FFCB 2.03 2/27/2024-20	3133EKG59	5,000,000.00	5,000,000.00	02/27/2024	2.030	1.46	N/A	100	1,519
FFCB 2.09 7/1/2022-20	3133EKTA4	5,000,000.00	5,000,000.00	07/01/2022	2.090	1.46	N/A	100	913
FFCB 2.11 7/22/2022-20	3133EKVP8	5,000,000.00	5,000,000.00	07/22/2022	2.110	1.46	N/A	100	934
FFCB 2.14 9/4/2026-20	3133EKL53	5,000,000.00	5,000,000.00	09/04/2026	2.140	1.46	N/A	100	2,439

FFCB 2.2 7/24/2023-20	3133EKWZ5	5,000,000.00	5,000,000.00	07/24/2023	2.200	1.46	N/A	100	1,301
FFCB 2.23 7/8/2024-20	3133EKT3	5,000,000.00	5,000,000.00	07/08/2024	2.230	1.46	N/A	100	1,651
FFCB 2.36 6/17/2024-20	3133EKQW9	5,000,000.00	4,998,750.00	06/17/2024	2.365	1.46	N/A	99.975	1,630
Sub Total / Average FFCB Bond		78,250,000.00	78,248,750.00		1.939	22.88		99.998403	1,176
FHLB Bond									
FHLB 1.125 7/14/2021	3130A8QS5	740,000.00	708,002.40	07/14/2021	2.621	0.21	N/A	95.676	561
FHLB 1.375 2/18/2021	3130A7CV5	600,000.00	582,384.00	02/18/2021	2.383	0.17	N/A	97.064	415
FHLB 1.73 6/30/2022-20	3130AHSG9	5,000,000.00	5,000,000.00	06/30/2022	1.730	1.46	N/A	100	912
FHLB 1.8 11/26/2021-17	3130AA2S6	5,000,000.00	5,000,000.00	11/26/2021	1.800	1.46	N/A	100	696
FHLB 1.8 4/28/2022-20	3130AHEG4	5,000,000.00	5,000,000.00	04/28/2022	1.800	1.46	N/A	100	849
FHLB 1.875 11/29/2021	3130AABG2	875,000.00	853,965.00	11/29/2021	2.721	0.25	N/A	97.596	699
FHLB 1.9 11/27/2020-18	3130ACTU8	5,000,000.00	4,995,000.00	11/27/2020	1.935	1.46	N/A	99.9	332
FHLB 1.92 8/28/2024-20	3130AGXN0	5,000,000.00	5,000,000.00	08/28/2024	1.920	1.46	N/A	100	1,702
FHLB 1.97 9/11/2024-20	3130AH2B8	5,000,000.00	4,980,000.00	09/11/2024	2.055	1.46	N/A	99.6	1,716
FHLB 2 9/26/2022-20	3130AH5RO	5,000,000.00	5,000,000.00	09/26/2022	2.000	1.46	N/A	100	1,000
FHLB 2.13 11/8/2024-20	3130AHGT4	3,000,000.00	3,000,000.00	11/08/2024	2.130	0.88	N/A	100	1,774
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.46	N/A	100	3,593
FHLB 2.6 1/29/2026-20	3130AGSW6	5,000,000.00	5,000,000.00	01/29/2026	2.600	1.46	N/A	100	2,221
FHLB 3 10/12/2021	3130AF5B9	880,000.00	905,660.34	10/12/2021	1.634	0.26	N/A	102.915948	651
Sub Total / Average FHLB Bond		51,095,000.00	51,025,011.74		2.042	14.92		99.869185	1,415
FHLMC Bond									
FHLMC 1.6 9/28/2020-18	3134GBF64	5,000,000.00	5,000,000.00	09/28/2020	1.600	1.46	N/A	100	272
FHLMC 1.73 5/27/2022-20	3134GUV2	5,000,000.00	5,000,000.00	05/27/2022	1.730	1.46	N/A	100	878
FHLMC 1.75 2/25/2022-20	3134GUUY4	5,000,000.00	5,000,000.00	02/25/2022	1.750	1.46	N/A	100	787
FHLMC 1.75 4/27/2020-17	3134GBZN5	5,000,000.00	5,000,000.00	04/27/2020	1.750	1.46	N/A	100	118
FHLMC 1.75 6/23/2022-20	3134GUZY9	5,000,000.00	5,000,000.00	06/23/2022	1.750	1.46	N/A	100	905
FHLMC 1.75 8/25/2022-20	3134GUTK6	5,000,000.00	5,000,000.00	08/25/2022	1.750	1.46	N/A	100	968
FHLMC 1.86 10/21/2022-20	3134GUKY5	5,000,000.00	5,000,000.00	10/21/2022	1.860	1.46	N/A	100	1,025
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.46	N/A	100	1,549
FHLMC 1.9 10/17/2022-20	3134GUGN4	5,000,000.00	5,000,000.00	10/17/2022	1.900	1.46	N/A	100	1,021
FHLMC 1.9 6/30/2023-20	3134GUK58	5,000,000.00	5,000,000.00	06/30/2023	1.900	1.46	N/A	100	1,277
FHLMC 2.125 11/8/2024-20	3134GUNZ9	2,000,000.00	2,000,000.00	11/08/2024	2.125	0.58	N/A	100	1,774
FHLMC 2.25 11/24/2020-18	3134GBX56	5,000,000.00	5,014,000.00	11/24/2020	2.151	1.47	N/A	100.28	329
FHLMC 2.375 1/13/2022	3137EADB2	2,175,000.00	2,166,191.35	01/13/2022	2.520	0.63	N/A	99.595007	744
FHLMC 2.375 2/16/2021	3137EAEL9	1,000,000.00	998,264.53	02/16/2021	2.436	0.29	N/A	99.826453	413
FHLMC 2.55 3/3/2023-20	3134GTQZ9	5,000,000.00	5,000,000.00	03/03/2023	2.550	1.46	N/A	100	1,158
FHLMC 2.575 3/25/2022-20	3134GS7L3	3,500,000.00	3,500,000.00	03/25/2022	2.575	1.02	N/A	100	815
FHLMC Step 6/29/2021-16	3134G9B30	5,000,000.00	5,000,000.00	06/29/2021	1.412	1.46	N/A	100	546

FHLMC Step 8/26/2024-20	3134GT4A8	5,000,000.00	5,000,000.00	08/26/2024	2.694	1.46	N/A	100	1,700
Sub Total / Average FHLMC Bond		78,675,000.00	78,678,455.88		1.964	23.01		100.004491	904
FNMA Bond									
FNMA 1.25 5/6/2021	3135G0K69	625,000.00	600,577.41	05/06/2021	2.610	0.18	N/A	96.092386	492
FNMA 1.25 8/17/2021	3135G0N82	2,020,000.00	1,934,922.38	08/17/2021	2.733	0.57	N/A	95.788318	595
FNMA 1.375 10/7/2021	3135G0Q89	2,675,000.00	2,556,023.37	10/07/2021	2.961	0.75	N/A	95.552298	646
FNMA 1.375 2/26/2021	3135G0J20	1,520,000.00	1,473,060.79	02/26/2021	2.516	0.43	N/A	96.912156	423
FNMA 1.5 11/30/2020	3135G0F73	440,000.00	434,011.16	11/30/2020	1.972	0.13	N/A	98.6389	335
FNMA 1.5 6/22/2020	3135G0D75	3,400,000.00	3,390,006.37	06/22/2020	1.611	0.99	N/A	99.706341	174
FNMA 1.55 8/24/2021-17	3136G3X83	5,000,000.00	5,000,000.00	08/24/2021	1.550	1.46	N/A	100	602
FNMA 1.625 2/25/2021-17	3136G4GX5	5,000,000.00	4,972,500.00	02/25/2021	1.760	1.45	N/A	99.45	422
FNMA 1.8 10/28/2022-20	3135G0W74	5,000,000.00	5,000,000.00	10/28/2022	1.800	1.46	N/A	100	1,032
FNMA 1.875 12/28/2020	3135G0H55	940,000.00	934,051.66	12/28/2020	2.095	0.27	N/A	99.367198	363
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	04/05/2022	2.147	0.58	N/A	99.223064	826
FNMA 2 10/5/2022	3135G0T78	2,490,000.00	2,526,439.35	10/05/2022	1.494	0.74	N/A	101.463933	1,009
FNMA 2 9/28/2020-18	3136G4PH0	5,000,000.00	5,000,000.00	09/28/2020	2.000	1.46	N/A	100	272
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.28	N/A	101.014	833
Sub Total / Average FNMA Bond		37,075,000.00	36,780,657.90		1.951	10.76		99.233591	582
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	57,508.40	57,508.40	N/A	?	0.02	N/A	100	1
NCCMT LGIP	NCCMT135	10,592,811.20	10,592,811.20	N/A	?	3.10	N/A	100	1
NCCMT LGIP	NCCMT481	21,901,838.84	21,901,838.84	N/A	?	6.40	N/A	100	1
NCCMT LGIP	NCCMT271	97,748.67	97,748.67	N/A	?	0.03	N/A	100	1
Sub Total / Average Local Government Investment Pool		32,649,907.11	32,649,907.11		?	9.55		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	5,197,047.93	5,197,047.93	N/A	?	1.52	N/A	100	1
Sub Total / Average Money Market		5,197,047.93	5,197,047.93		?	1.52		100	1
Total / Average		342,941,955.04	341,961,909.72		?	100		99.719912	768