



City Council Agenda

Thursday, December 10, 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.

In order to maintain the safety of City residents, City Council, and staff, the December 8, 2020 City Council Work Session and the December 10, 2020 City Council meeting will be conducted electronically via Zoom and can be accessed with the following link:

Join Zoom Meeting:

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

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

Meeting ID: 827 4489 7457 Password: 579922

Public Hearings will be conducted during the December 8, 2020 Work Session. If you would like to comment on a public hearing item or to comment during the Persons Requesting to be Heard portion of the December 10, 2020 City Council meeting click the following link:

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

* * * * *

- I. Call to Order
- II. Pledge of Allegiance and Moment of Silent Prayer:
- III. Approval of Minutes:
November 10 and November 12, 2020.

IV. Organization and Procedure of City Council

- A. Establishment of time and place for Council’s regular meetings and work sessions
- B. Election of Mayor Pro-Tem for CY2021

V. Presentations

1. Recognition of the Water Resources Department for receiving the 2020 Wastewater Collection System of the Year Award for medium sized systems. The mission of the North Carolina Collection System of The Year Award is to identify and recognize the municipality that protects the public health and the natural beauty of the environment through pro-active practices of management, operations and maintenance beyond what is required of its NCDEQ collection system permit. To assist in these efforts, the Wastewater Collection and Water Distribution Systems committee annually recognizes up to three wastewater collection systems in North Carolina based on the size of their collection system. Recipient of the award has demonstrated that they perform quality collection system maintenance procedures through the efficient use of labor, materials, equipment, and innovative methods to keep their collection system in good working

condition to minimize health hazards and property damage that occur due to sanitary sewer over flows during both wet weather and dry weather conditions. The award honors the collection system personnel that serve their community with a high level of professionalism and diligent work in the operation and maintenance of their wastewater collection system facilities. This is the second consecutive year receiving this award and the 4th time overall.

VI. Unfinished Business

- A. Continue a public hearing and consider adopting an ordinance for annexation of four (4) parcels located on the northeast side of the Rocky River Road and Lower Rocky River Road intersection. The authorized petitioner for the annexation is Bob Bennett, Stanley Martin Homes.** The subject property consists of +/- 56.83 acres on the northeast corner of Rocky River Road and Lower Rocky River Road. The property is also adjacent to the southwest corner of The Mills at Rocky River project, and west of CC Griffin Middle School. The applicant has proposed to annex the subject property for the development of an age restricted single-family residential detached subdivision.

Recommendation: Consider making a motion adopting the annexation ordinance and set the effective date for December 10, 2020.

VII. New Business

A. Informational Items

- 1. Presentation by Youth Council President, Akhilesh Shivaramakrishnan.** Akhilesh Shivaramakrishnan, President of the City of Concord Youth Council, will give a speech updating Council on the upcoming year and review this semester's accomplishments.
- 2. Presentation of Independent Auditor's report on the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2020.** G.S. 159-34 requires each unit of local government or public authority to have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local government accounts. The auditor shall be selected by and report directly to the governing board. As a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to the financial statements. A copy of the report was previously distributed to you by the City Manager and the report is also available on the City's website.

B. Departmental Reports

- 1. Receive a status update on City and Concord Family Enrichment Association (CFEA) undertaken to address affordable housing efforts.** During the past several months, CFEA members and City staff have been actively laying the foundation for a successful non-profit with a diverse portfolio of affordable housing efforts within Concord. Currently staff has acquired four properties (totaling ten units), designated for affordable rental housing, another parcel has been identified as mixed-income townhomes with both rental and owner-occupied units (totaling 26 units), two single family homes constructed, and one abandoned property is proposed to be subdivided for single family homes. In addition, CFEA Board Members have been actively completing organization tasks needed for the non-profit start up.
- 2. Receive a progress update presentation on the Union Streetscape Project.** Staff will discuss the overall design of the Union Streetscape Project including rendered site plans and description of amenities. Staff will review details such as material selections, landscaping elements, furnishings, smart poles, accent lighting, festival/event layout, and anticipated construction phasing.

C. Recognition of persons requesting to be heard

D. Public Hearings

- 1. Conduct a public hearing to consider adopting an ordinance amending Sections 8.1 and 5.5 of the Concord Development Ordinance (CDO) to correct a typographical error and to eliminate incorrect cross-references.** With the adoption of the Concord 2030 Land Use Plan in March 2018, there are numerous recommendations for future development which may only be achieved with revisions of the CDO. One item was a comprehensive rewrite of the Permitted Use Table (Section 8.1), which was undertaken at the first of the year. It has been brought to the staff's attention that "major automobile repair" was erroneously left out of Heavy Industrial (I-2) as permitted with additional standards while it is permitted in the less intense General Commercial (C-2) and Light Industrial (I-1). This omission was clearly an error and the correction will ensure that current auto repair facilities in I-2 will remain conforming. Additionally, staff has discovered that Section 5.5.6 erroneously refer the reader to Sections 6 and 9 for information on landscaping buffers which are contained in Articles 10 and 11. Article 5 also includes Table 5.5.1, which is a reiteration of the dimensional requirements already contained in Article 7. Staff recommends eliminating this table to avoid having to track multiple cross-references in the event that the dimensional requirements are amended in the future.

Recommendation: Motion to adopt an ordinance amending Sections 8.1 and 5.5 of the Concord Development Ordinance (CDO) to correct a typographical error and to eliminate incorrect cross-references.

- 2. Conduct a public hearing for case Z-21-20 and consider adopting an ordinance amending the official zoning map for +/- 5.3 acres located at 3300 Roberta Rd from I-2 (General Industrial) and AG (Agricultural) to O-I (Office Institutional).** The Planning and Zoning Commission heard the above referenced petition at their November 17th meeting and unanimously voted to forward the request to City Council with a recommendation that the zoning map be amended to O-I (Office Institutional) and that the Land Use Plan be modified to Office/Institutional. The purpose of the rezoning and Land Use Plan amendment is to establish a City fire station.

Recommendation: Consider a motion to adopt an ordinance amending the official zoning map from I-2 (General Industrial) and AG (Agricultural) to O-I (Office Institutional) and to amend the 2030 Land Use Plan for the subject site from Industrial/Employment to Office/Institutional.

- 3. Conduct a public hearing and consider adopting an ordinance annexing +/- 0.258 acres located at 4636 Roberta Rd, and owned by Jody F. Smith.** The request is for voluntary annexation of +/- 0.258 acres located at 4636 Roberta Rd for the purpose of connecting to City utilities. Although addressed as Roberta Rd, the parcel is on the south side of Creola Dr. and does not abut Roberta Rd. The property is currently improved with a manufactured home, utility building, and carport. In March of 2020, City Council annexed the +/- 45.9 acre parcel to the west, owned by Cabarrus County, and the future location of the new middle school. During the design and construction process, the County discovered that the septic system for the property located at 4636 Roberta Rd was located on the Middle School's site and would need to be removed. Because of the small size of the subject parcel, installation of a new septic system onsite is not feasible. City Council heard a preliminary application for utility extension, determined that the site could be served by City utilities, and voted for the petitioner to move forward with a request for annexation. In accordance with Council's decision, the petitioner has requested annexation in order to connect to City utilities. Should the property be annexed, the City will administratively recommend that a zoning classification of RV (Residential Village) be applied to the subject parcel. This zoning designation was chosen for consistency with the existing lot size and for compliance

with the 2030 Land Use Plan which designates the property as Suburban Neighborhood.

Recommendation: Consider making a motion to adopt an annexation ordinance and set the effective date for December 10, 2020.

- 4. Conduct a public hearing and consider adopting an ordinance annexing +/- 26.35 acres located at 3070 and 3100 Zion Church Rd, and owned by Frank Shepardson.** The request is for voluntary annexation of +/- 26.35 acres located at 3070 and 3100 Zion Church Rd for the purpose of subdividing the property into two separate developments; an industrial development and a residential subdivision. The subject property currently comprises two parcels that collectively have frontage on both Zion Church Rd and Amhurst St. SW.

Recommendation: Consider a motion to adopt the annexation ordinance and set the effective date for December 10, 2020.

E. Presentations of Petitions and Requests

- 1. Receive a presentation on non-profit office space located at 66 Union Street South and consider adopting an ordinance to amend the 2020-2021 Approved Fees, Rates and Charges Schedule.** In August 2019, the City sold the former City Hall Annex building located at 66 Union Street South to RCG 66 Union, LLC. The City entered into a five year lease agreement with one five year renewal option for the lower level area in order to sublet the space for non-profit organizations at a rate of \$6.25 per square foot (i.e. \$30,000 annual base rent owed for Year 1) with a 3% (or greater depending on Consumer Price Index) annual escalation. Renovations in the lower level include new paint, carpet installation, new wiring and light fixtures, updated bathrooms, Reme Halo air purification system, and new elevator and HVAC equipment. Staff is requesting approval of the attached rental rates for each office, which would cover all of the City's estimated expenses and build a reserve for general maintenance of the area. The proposed lease agreement and attached rates include the City's provision of utilities, internet, common area cleaning, and general maintenance. Also attached are the floor plan and a draft non-profit office lease agreement reviewed by legal.

Recommendation: Motion to adopt an ordinance amending the 2020-2021 Approved Fees, Rates and Charges Schedule.

- 2. Consider approving the purchase of 314 Sycamore Avenue SW, from Lirio V. Rosas for \$12,500 using City Affordable Housing funds.** While conducting a windshield survey, this property was identified as vacant and deteriorated. Due to the condition of the property, Code Enforcement was contacted to assess the status. Code Enforcement contacted the owner and she stated her desire to sell the property. Staff has viewed the unoccupied home to assess condition. After review, staff determined the home needs to be demolished, the parcel can be divided into two lots, and will only need to pay for one additional tap fee to complete two houses. Tax value is \$25,480. An offer, contingent on Council approval, has been accepted by the owner for \$12,500. If approved, the City's affordable housing allocation will be used for the purchase.

Recommendation: Motion to approve the purchase of 314 Sycamore Avenue SW, from Lirio V. Rosas for \$12,500 using City Affordable Housing funds.

- 3. Consider adopting a Memorandum of Understanding between the City of Concord and the Concord Downtown Development Corporation.** The Concord Downtown Development Corporation (CDDC) is requesting that the City absorb the responsibilities of the Executive Director and Assistant Executive Director of the CDDC, with both becoming full-time City employees. As a result, the City would no longer provide MSD money to the CDDC and would instead use that money to cover the expenses associated with this transition. The CDDC Board of Directors has voted to enter into this MOU with the City. The terms of the MOU would be effective beginning January 10th, 2021.

Recommendation: Motion to approve the Memorandum of Understanding between the City of Concord and the CDDC, with an effective date of January 10th, 2021.

4. **Consider amending the MSD Contract between the City of Concord and the Concord Downtown Development Corporation.** The City of Concord entered into an agreement with the Concord Downtown Development Corporation (CDDC) on August 16, 2017. The agreement obligates the City to provide taxes collected in the MSD to the CDDC in exchange for certain services that are performed by the Executive Director and other staff of the CDDC. The current agreement requires a 120-day notice if either party wants to cancel/terminate the agreement. This amendment changes the required notification period to 30 days. The shorter notice requirement allows the City and CDDC to expedite the transition of CDDC staff to the City per the MOU. The CDDC Board of Directors has voted to approve this amendment.

Recommendation: Motion to amend the MSD contract between the City and the CDDC.

5. **Consider terminating the MSD contract between the City and the Concord Downtown Development Corporation.** The CDDC Board of Directors has asked the City of Concord to absorb the duties and responsibilities of CDDC staff as a result of financial difficulties/instability. They have requested that the current MSD contract be terminated, and as a result the City hire the Executive Director and Assistant Executive Director of the CDDC as full-time City employees. If the agreement is terminated, the City would retain all taxes collected in the MSD and would have no further contractual financial obligations to the CDDC at the expiration of the required 30 day termination notice. The City and the CDDC Board of Directors would continue to work together to promote downtown per the terms of the new proposed MOU.

Recommendation: Motion to terminate the MSD contract between the City and the CDDC, with an effective termination date of January 9, 2021.

6. **Consider approving a Memorandum of Understanding between the City of Concord and the Town of Harrisburg.** The Town of Harrisburg is requesting fire dispatch services to be provided by the City of Concord Communications Department. The Town of Harrisburg has agreed to pay a price per dispatch, which will be calculated annually, for services provided by Concord Communications. The Town of Harrisburg has voted to enter into a Memorandum of Understanding with the City of Concord for fire dispatch services.

Recommendation: Motion to approve the Memorandum of Understanding between the City of Concord and the Town Harrisburg for fire dispatch services.

7. **Consider authorizing the City Manager to negotiate and execute an addendum to the contract with D. R. Reynolds Company, Inc. for design build services for Fire Station 12.** D. R. Reynolds Company, Inc. is currently under contract for preconstruction services related to the design and construction of Fire Station 12. D. R. Reynolds has submitted a guaranteed maximum price (GMP) for construction services which includes furnishing and delivering all materials and performing all work in the manner and form as provided by the approved design drawings and specifications from the preconstruction phase. The guaranteed maximum price is made up of the following costs: cost of the work, builders contingency, general requirements cost, bonds and insurance and design builder fee. The GMP submitted by D. R. Reynolds Company, Inc. is \$5,755,000.

Recommendation: Motion to authorize the City Manager to negotiate and execute an addendum to the contract with D. R. Reynolds Company, Inc. for design build services for Fire Station 12.

8. **Consider authorizing the City Manager to negotiate and execute a contract with Carolina Siteworks Inc. for the construction of the Alfred Brown Jr. Ct. roundabout and the paving of the Traffic Management Center Drive.** The Alfred

Brown Jr. Ct. roundabout will be located right outside the existing gate and will provide a turnaround for large vehicles that enter into the drive by mistake. It will also provide access to the Wellness Center and the Brown Operations Center during regular business hours. This project will also pave 1,250 feet of the unfinished road that connects Alfred Brown Jr. Ct. to the Traffic Management Center. The project was bid under the formal bidding process, bids were taken on November 25, 2020 and 4 bids were received. The lowest responsible bidder was Carolina Siteworks, Inc. in the amount of \$930,799.10, which is within budget.

Recommendation: Motion authorizing the City Manager to negotiate and execute a contract with Carolina Siteworks, Inc. in the amount of \$930,799.10 for the construction of the Alfred Brown Jr. Ct. roundabout and the paving of the Traffic Management Center Drive.

- 9. Consider authorizing the City Manager to enter into a 50-year lease agreement with Cabarrus County with a 25-year option to extend. The lease is for the 34-acre public park property (Cox Mill Elementary Athletic Fields) located at 1300 Cox Mill Road.** The proposed lease is for a period of 50 years beginning August 1, 2021 and ending on September 30, 2071, with an option for an additional 25-year term if approved by both City of Concord, Council and Cabarrus County, Board of Commissioners. The annual lease payment from the City to the County would be at the amount of \$1.00. During the term of the lease, the City of Concord will manage, operate, program, and maintain the park. The City of Concord will have the exclusive use of the Cox Mill Elementary Athletic Fields/Park including but not limited to all fields, common areas and concession and bathroom facilities.

Recommendation: Motion to authorize the City Manager to enter into a 50-year lease with Cabarrus County for a 34-acre park.

- 10. Consider making appointments or reappointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO).** Each year, the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current TAC and TCC representatives and alternates. Currently, Council Member McKenzie serves as the appointed member to the TAC and Council Member Crawford serves as the alternate. Transportation Director, Phillip Graham, serves as the appointed member to the TCC and Assistant City Manager, LeDerick Blackburn, serves as the alternate.

Recommendation: Motion to make appointments or reappointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO).

- 11. Consider appointing or reappointing two elected officials to the Concord/Kannapolis Transit Commission.** The Concord Kannapolis Transit Commission is comprised of two elected officials from each city (Concord and Kannapolis) that serve 3-year terms. The current Concord members' terms expire on 12/31/20. Current members are Council Member Small and Council Member McKenzie. There is no limit to the number of times an elected official can be appointed to this board.

Recommendation: Motion to appoint or reappoint two elected officials to serve on the Concord Kannapolis Transit Commission until 12/31/23.

- 12. Consider appointing or reappointing two members (1 board member and 1 alternate) to serve on the Centralina Regional Council Board of Delegates for CY 2021.** The Centralina Regional Council Board of Delegates is comprised of elected officials from the counties and municipalities throughout the region. Each member government should appoint an elected official to serve on the Board of Delegates. It is suggested that each member government also appoint at least one other elected official to serve as an Alternate to attend Board of Delegates meetings in the

Delegate's absence. Currently, Council Member Langford serves as the appointed member and Council Member Sweat serves as the alternate.

Recommendation: Motion to appoint or reappoint two members (1 board member and 1 alternate) to serve on the Centralina Regional Council Board of Delegates for CY 2021.

VIII. Consent Agenda

- A. Consider adopting an ordinance to amend portions of Chapter 62 of the City Code of Ordinances.** Session Law 2020-61 clarified the timing of collection of system development fess such that they are due at the later of either the time of application for a building permit or when water or sewer service is committed by the local government. The current language in the City Code states that the fees are due at time of plat. This amendment would align with the adopted general statute.

Recommendation: Motion to adopt the ordinance amending Chapter 62 of the City Code of Ordinances.

- B. Consider accepting an offer of infrastructure at Campbell Farms Subdivision Phase 1 Map 1, Villages at Skybrook N Phase 2-2 Map 1, Map 2 and Map 3, Hendrick Automotive Commercial Truck Center and 413 Goodman Road.** In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following is being offered for acceptance: 3,815 LF of roadway, 291 LF of 12-inch water main, 3,146 of 8-inch water main, 1,018 LF of 6-inch water main, 13 valves, 8 fire hydrants, 3,598 LF of 8-inch sanitary sewer main and 18 manholes.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: Campbell Farms Phase 1 Map 1, Villages at Skybrook N Phase 2-2 Map 1, Map 2 and Map 3, Hendrick Automotive Commercial Truck Center and 413 Goodman Road.

- C. 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: Spring Meadow Phase 1 Map 1, Olde Homestead Phase 1 Map 1, The Haven at Rocky River Map 3, and Wilkinson Ct Townhomes. 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: Spring Meadow Phase 1 Map 1, Olde Homestead Phase 1 Map 1, The Haven at Rocky River Map 3, and Wilkinson Ct Townhomes.

- D. Consider accepting the 2020 Cabarrus Arts Council Grassroots Grants awarded to Clearwater Art Center & Studio in the amount of \$5,000.** Clearwater Art Center & Studio staff was notified November 5, 2020 the Board of Directors for the Cabarrus Arts Council had awarded \$5,000 from the Grassroots Grant for the continued marketing efforts underway at Clearwater.

Recommendation: Motion to accept the 2020 Cabarrus Arts Council Grassroots Grants awarded to Clearwater Art Center & Studio in the amount of \$5,000.

- E. Consider adopting a General Fund budget ordinance amendment to transfer an additional 1/2 penny to the Affordable Housing Revolving Fund and the Recreation Reserve Fund and an additional 1/4 penny to the Transportation Improvement Fund; and consider adopting project ordinance amendments for the Housing Revolving Fund, the Transportation Improvement Fund, and the Recreation Reserve Fund which will recognize the additional transfers for upcoming projects.** The current adopted budget includes 1/2 penny transfer from the General Fund to the Affordable Housing Revolving Fund, 1/2 penny transfer from the General Fund to the Recreation Reserve Fund, and 1/4 penny transfer to the Transportation Improvement Fund from the General Fund. As explained in the City Manager's current adopted budget, City Council requested that an additional 1/2

penny would be added to the existing transfers if current year revenues for affordable housing and recreation. An additional 1/4 penny was also proposed to assist with future funding for transportation projects. Staff has been evaluating current revenues and sales tax has continued to recover and property tax collections are on target; thus staff feels that City financial position supports the completion of these transfers. If City Council approves these amendments, the budget will include a full penny (\$1,351,664) for recreational needs and affordable housing as well as an additional 1/2 penny for transportation needs (\$675,832).

Recommendation: Motion to adopt a General Fund budget ordinance amendment to transfer an additional 1/2 penny to the Affordable Housing Revolving Fund and the Recreation Reserve Fund and an additional 1/4 penny to the Transportation Improvement Fund; and a motion to adopt project ordinance amendments for the Housing Revolving Fund, the Transportation Improvement Fund, and the Recreation Reserve Fund which will recognize the additional transfers for upcoming projects.

- F. Consider adopting the proposed 2021 Holiday Schedule.** Staff recommends approving the 2021 Holiday Schedule in accordance with Personnel Policy Article 6.4, Holiday Leave.

Recommendation: Motion to approve the 2021 Holiday Schedule.

- G. Consider approving a change to the classification/compensation system to include the following classification: Downtown Development Manager and adopt budget amendments for the General Fund and the Municipal Service District Fund to allocate funding for the newly created positions.** The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord. A budget amendment is included to allocate funding for this position as well as the Downtown Development Specialist. Existing revenues from the MSD and downtown sales tax, as well as other money originally budgeted to support the CDDC will be used to cover the expenses associated with these two positions.

Recommendation: Motion to approve the addition of Downtown Development Manager (Grade 112) with a salary range of \$68,383.49 (minimum) - \$90,608.10 (midpoint) - \$112,832.73 (maximum) and adopt budget amendments for the General Fund and the Municipal Service District Fund to allocate funding for the newly created positions.

- H. Consider approving a change to the classification/compensation system to include the following classification: Downtown Development Specialist.** The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of Downtown Development Specialist (Grade 208) with a salary range of \$40,838.40 (minimum) - \$54,110.86 (midpoint) - \$67,383.37 (maximum).

- I. Consider acceptance of the Tax Office reports for the month of October 2020.** The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

Recommendation: Motion to accept the Tax Office collection reports for the month of October 2020.

- J. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of October 2020.** G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of October 2020.

K. Receive monthly report on status of investments as of October 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.

IX. Matters not on the agenda

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

X. General comments by Council of non-business nature

XI. Closed Session (if needed)

XII. Adjournment

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



City Council

2021 Meeting Schedule

Location: 35 Cabarrus Ave, W, Concord, NC 28025

The Concord City Council meets every second Thursday of each month at 6:00 p.m. A work session is held on the preceding Tuesday at 4:00 p.m. The meetings are held in the Council Room of City Hall located at 35 Cabarrus Avenue, West.

Month	Work Session date	Regular session date
January	12	14
February	9	11
March	9	11
April	6	8
May	11	13
June	8	10
July	6	8
August	10	12
September	7	9
October	12	14
* November	9	10 *
December	7	9

* The November City Council meeting will be held on Wednesday, November 10th, due to City offices being closed for Veteran's Day *

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 Rocky 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~~ 56.83

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

Person to contact if there are questions about the petition

Name Bob Bennett - Stanley Martin Homes

Address 13310 South Ridge Drive, Charlotte, NC 28273

Phone 980-293-2684

Fax #

Email BennettRM@StanleyMartin.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

Previously Submitted

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:

X **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 X

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.

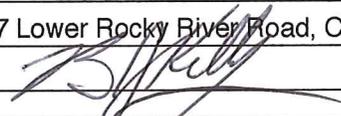
Print Name Anne W. Tino Trustee Phone _____

Address 12 Lawnside Drive, Cheltenham, PA 19012

Signature _____ Date _____

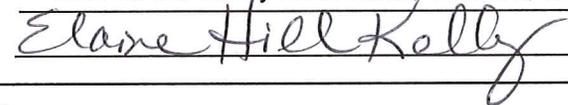
Print Name Brian J. Kelly Phone 205 597 5097

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature  Date Aug 25, 2020

Print Name Elaine Hill Kelly Phone _____

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature  Date Aug 25, 2020

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

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

PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Cabarrus

Use this section for individual landowners.

I, Emma Gregory [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Brian J Kelly + Elaine Hill 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 purposes therein expressed for and on behalf of said Landowners.

Witness my hand and official seal this 25 day of August, 2020.

Emma Gregory
Notary Public

My commission expires January 23, 2025

[SEAL of Notary Public]

Notary's Stamp:



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:

X	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 X

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 / Mark Tino Trustee Phone 215-740-4228
 Address 12 Lawnside Drive, Cheltenham, PA 19012
 Signature Mark Tino Trustee Date 8/25/2020

Print Name Brian J. Kelly Phone _____
 Address 8397 Lower Rocky River Road, Concord, NC 28025
 Signature _____ Date _____

Print Name Elaine Hill Kelly Phone _____
 Address 8397 Lower Rocky River Road, Concord, NC 28025
 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: Pennsylvania
County of: Montgomery

Use this section for individual landowners.

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

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

I, Lilian M. Shapiro [Notary's Name], a Notary Public for said County and State, do hereby certify that MARK TINO [Representative for Landowner], a duly authorized representative for ANNETTINO 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.

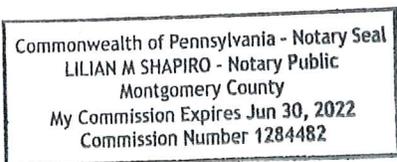
Witness my hand and official seal this 25 day of August, 2020.

Lilian M. Shapiro
Notary Public

My commission expires June 30, 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					CS (Conservation Subdivision)				
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					106				
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)					106				
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)					106				
Year 1	26	Year 2	26	Year 3	26	Year 4	26	Year 5	26
Number of services requested (by service type)					106				
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

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO
AMENDED AND RESTATED
TRUST AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED TRUST AGREEMENT is executed this 24th day of May, 2012, by ANNE W. TINO of Mecklenburg County, North Carolina, who is referred to in this Second Amendment in the first person.

I entered into an Amended and Restated Trust Agreement dated the 21st day of July, 2004, with ANNE W. TINO, Trustee. I executed a First Amendment to Amended and Restated Trust Agreement on the 14th day of December, 2004.

Under Article X of the trust instrument, which Article was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, I reserved the right at any time to amend the trust in whole or in part by notice delivered to the Trustee. I now desire to further exercise my right of amendment and amend the trust instrument as follows:

FIRST: I amend Article IV, Section A, Paragraph 1, which appears on pages 4 and 5 of the Amended and Restated Trust Agreement so that as amended, Article IV, Section A, Paragraph 1 shall read in its entirety as follows:

1. McDowell Property. Upon the death of Settlor, if the trust property includes Settlor's residence at 123 McDowell Street, Matthews, Mecklenburg County, North Carolina, and designated as parcel number 227-024-30 (hereinafter the "McDowell Property"), the Trustee shall hold the McDowell Property in trust. STEPHEN TINO shall be allowed to continue to live and reside at the McDowell Property for so long as the Trustee, in his sole discretion, deems that living situation to be appropriate and beneficial to STEPHEN TINO.

In the event STEPHEN TINO does not live or reside at the McDowell Property but the trust continues to own the McDowell Property, the Trustee may, in his sole discretion, lease the McDowell Property to a third party for a monthly rental rate to be determined by the Trustee in his sole discretion. All net income generated from the lease of the McDowell Property, after the payment of maintenance, upkeep, taxes and other costs, shall be distributed at least quarterly to or for the benefit of my sons STEPHEN TINO, MARK TINO and FRANK TINO, in equal shares. In the event any of my sons die while the McDowell Property is generating income, the periodic payments that would have been distributed to that son shall instead be divided equally among my surviving sons.

When, in the sole discretion of the Trustee, the Trustee elects to sell the McDowell Property, fifty percent (50%) of the net proceeds of said sale shall be distributed to the Trust for Settlor's Son, STEPHEN TINO, as established in Article IV, Section A, Paragraph 3 hereinbelow, and all amendments thereto, to be held, managed,

administered and distributed in accordance with the terms of Article IV, Section B hereinbelow, and all amendments thereto.

The remaining fifty percent (50%) shall be distributed outright, free and clear of trust, in equal shares to Settlor's sons MARK TINO and FRANK TINO, if they are alive at the time of the sale of the McDowell Property. If MARK TINO is not alive at the time of the sale of the McDowell Property, his share shall instead be distributed to his issue, *per stirpes*. If FRANK TINO is not alive at the time of the sale of the McDowell Property, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per capita*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

SECOND: I amend Article IV, Section A, Paragraph 2, which appears on pages 5 and 6 of the Amended and Restated Trust Agreement, and which was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, so that as amended, Article IV, Section A, Paragraph 2 shall read in its entirety as follows:

2. Rocky River Road Property. Upon the death of Settlor, if the trust property includes that certain approximately 20.5 acre tract along Rocky River Road, Harrisburg, Cabarrus County, North Carolina and designated as parcel number 5527416442 (hereinafter the "Rocky River Road Property"), the Trustee shall hold the Rocky River Road Property in trust for the benefit of Settlor's sons, STEPHEN TINO, MARK TINO and FRANK TINO.

The Trustee may, in his sole discretion, lease all or any portion of the Rocky River Road Property to a third party (or to third parties) for a monthly rental rate to be determined by the Trustee, in his sole discretion. All net income generated from the lease of the Rocky River Road Property, after the payment of maintenance, upkeep, taxes and other costs, shall be distributed at least quarterly to or for the benefit of my sons STEPHEN TINO, MARK TINO and FRANK TINO, in equal shares. In the event any of my sons die while the Rocky River Road Property is generating income, the periodic payments that would have been distributed to that son shall instead be divided equally among my surviving sons.

When, in the sole discretion of the Trustee, the Trustee elects to sell the Rocky River Road Property, the net proceeds of said sale shall be distributed outright, free and clear of trust, in equal shares to Settlor's sons MARK TINO and FRANK TINO, if they are alive at the time of the sale of the Rocky River Road Property. If MARK TINO is not alive at the time of the sale of the Rocky River Road Property, his share

shall instead be distributed to his issue, *per stirpes*. If FRANK TINO is not alive at the time of the sale of the Rocky River Road Property, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per stirpes*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

THIRD: I amend Article IV, Section A, Paragraph 4, which appears on page 7 of the Amended and Restated Trust Agreement, so that as amended, Article IV, Section A, Paragraph 4 shall read in its entirety as follows:

4. Allocation of Balance of Trust Property. After the distribution made pursuant to paragraph 3 above, the Trustee shall then distribute the remaining trust estate to Settlor's sons, MARK TINO and FRANK TINO, if both of them survive Settlor, in equal shares. If MARK TINO does not survive Settlor, his share shall instead be distributed to his issue, *per stirpes*. If FRANK TINO does not survive Settlor, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per stirpes*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

FOURTH: I amend Article IV, Section B, Paragraph 2, which appears on page 8 of the Amended and Restated Trust Agreement, and which was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, so that as amended, Article IV, Section B, Paragraph 2 shall read in its entirety as follows:

3. Distribution Upon Death of STEPHEN TINO. Upon the death of Settlor's son, STEPHEN TINO, the Trustee shall distribute the then-remaining principal balance and undistributed income of his trust to Settlor's sons, MARK TINO and FRANK TINO, if both of them survive Settlor, in equal shares. If MARK TINO does not survive Settlor, his share shall instead be distributed to his issue, *per stirpes*. If FRANK TINO does not survive Settlor, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per stirpes*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

It is my desire that before the Trustee makes the distribution of the principal balance and undistributed income of STEPHEN TINO's trust as directed in the paragraph immediately above, that the Trustee donate a portion of the trust assets to a Christian charitable organization of the Trustee's choosing. I ask my Trustee to take into account my beliefs and wishes and to consider organizations that have served me and my children during their lifetimes, but my Trustee is not bound by these wishes.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

FIFTH: I amend Article X, which appears on pages 23 and 24 of the Amended and Restated Trust Agreement, and which was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, so that as amended, Article X shall read in its entirety as follows:

Settlor reserves the right and power to alter, amend or revoke this Agreement at any time, and from time to time, either in whole or in part, without the consent of the Trustee or any beneficiary hereunder or under any of said policies, by written notice to the Trustee to that effect; provide, however, that the duties, responsibilities and rate of compensation of the Trustee shall not be altered or modified without its written consent.

Any successor Trustee is authorized and directed to accept from any prior Trustee the assets delivered by such predecessor on the basis of the predecessor's accounting for such assets without requiring an audit or other independent accounting of the transactions, acts or omissions of such prior Trustee, and any successor Trustee shall not have any duty, responsibility, obligation or liability whatsoever for the acts or omissions of any prior Trustee.

Upon the death, removal, failure or inability to serve of ANNE W. TINO as Trustee, Settlor's son, MARK TINO, shall serve as successor Trustee. I recommend that MARK TINO seek the advice of a financial planner in managing the trust. Within thirty (30) days of accepting the responsibility of serving as successor Trustee, MARK TINO as successor Trustee shall designate a successor Trustee to serve in the event of his death or resignation as Trustee. The designation of a successor Trustee shall be in writing, executed by the Trustee and accepted by the written acknowledgement of the successor Trustee. The original designation and acceptance shall be attached to the original of the Trust Agreement.

In the event that no successor Trustee shall be named to serve or all of the successor Trustees shall fail to serve as Trustee for any reason and no Trustee shall; then be named or serving, then in such event, a successor Trustee shall be named and appointed in a written instrument in recordable form signed by a majority of the adult beneficiaries who have capacity to consent and the parent(s) or guardian(s) of the minor and/or incompetent beneficiaries of the trust(s) created hereunder.

I have signed and sealed this instrument on the 24th day of May, 2012.

SETTLOR AND TRUSTEE:

[Handwritten signature] (SEAL)

ANNE W. TINO

*Marked affixed
by Anne W. Tino*

In presence of undersigned notary.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Kimberly A. Gossage, a Notary Public for said County and State, do hereby certify that ANNE W. TINO personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of May, 2012.

Kimberly A Gossage

Notary Public

My commission expires: 5/21/2016



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RESIGNATION OF TRUSTEE

I, ANNE W. TINO, Trustee under an Amended and Restated Trust Agreement dated the 21st day of July, 2004, as subsequently amended, pursuant to Article X, hereby resign as Trustee. I understand that upon my resignation, MARK TINO shall immediately begin serving as successor Trustee.

This the 24th day of May, 2012.

(SEAL)

ANNE W. TINO, Trustee

Mark affixed by Anne W. Tino in presence of undersigned notary.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Kimberly A. Gossage, a Notary Public for said County and State, do hereby certify that ANNE W. TINO personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of May, 2012.

Kimberly A. Gossage

Notary Public

My commission expires: 5/21/2016



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**APPOINTMENT OF SUCCESSOR
CO-TRUSTEES**

I, **MARK TINO**, Trustee under an Amended and Restated Trust Agreement dated the 21st day of July, 2004, as subsequently amended, having accepted appointment as successor Trustee upon the resignation of the initial Trustee on May 24, 2012, pursuant to Article X, hereby appoint my brother **FRANK TINO**, my nephew **RYAN ANTHONY TINO** and my son, **BRIAN ANTHONY TINO**, to serve jointly as successor co-trustees in the event of my death, removal, failure or inability to serve. In the event **FRANK TINO, RYAN ANTHONY TINO** or **BRIAN ANTHONY TINO** is unable or unwilling to serve as a co-trustee hereunder, the survivors shall serve as the co-trustees. In the event two of these individuals are unable or unwilling to serve as co-trustees, the survivor shall serve as sole trustee.

All other rights, responsibilities and duties of the trustees as defined in the Amended and Restated Trust Agreement shall remain in effect and shall apply to the successor co-trustees in the event they are called upon to serve in said capacity.

This the 6 day of June, 2012.
Mark Tino (SEAL)
MARK TINO, Trustee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

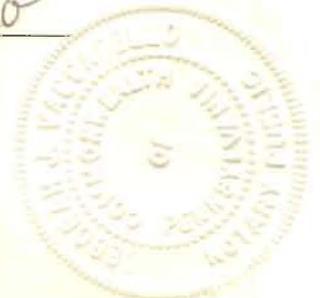
I, Deborah J. Vaccarello, a Notary Public for said County and State, do hereby certify that MARK TINO personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 6th day of June, 2012.

Deborah J. Vaccarello
Notary Public

My commission expires: Oct 8, 2013

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deborah J. Vaccarello, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires Oct. 8, 2013
Member, Pennsylvania Association of Notaries



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

Beginning at a point in the centerline of Rocky River Road having NC Grid Coordinates of N: 571,116.61, E: 1,523,716.96, said point being the northwestern corner of Roberta Gail Ritchie Linker as recorded in DB 11386 PG 198 and runs thence from the point of beginning along the center line of Rocky River Road the following three (3) calls: 1) thence N 38° 54' 42" E 325.60' to a computed point; 2) thence N 38° 54' 42" E 250.79' to a computed point; 3) thence N 37° 58' 41" E 364.66' to a computed point, said point being the southwestern corner of Nao Kha Vang and Dia X. Vang as recorded in DB 6489 PG 117; thence leaving said centerline along the south line of said Vang parcel S 51° 17' 41" E 393.08' to a computed point; thence along the east line of said Vang parcel the following two calls: 1) thence N 38° 40' 12" E 146.00' to a found iron rod; 2) thence N 07° 27' 30" W 215.37' to a computed point (passing a found iron rod at 214.77') and being the northwestern corner of Anne W. Tino as recorded in DB 7074 PG 164; thence along the north line of said Tino parcel N 82° 19' 08" E 499.31' to a found iron rod on the western line of Green Street Land Co. L.L.C. as recorded in DB 13394 PG 152; thence along said west line S 11° 58' 09" E 870.23' to a found iron rod being the northwestern corner of Cabarrus County as recorded in DB 3127 PG 55; thence along the west line of said Cabarrus County tract S 11° 58' 31" E 937.93' to a found iron rod on the east line of said Cabarrus County tract and being the northeastern corner of Bric A. Elswick and Laurie A. Elswick; thence along the north line of said Elswick tract the following five (5) calls: 1) thence S 76° 38' 37" W 906.31' to a found iron rod; 2) thence N 47° 35' 02" W 238.75' to a found iron rod; 3) thence S 75° 06' 12" W 542.95' to a found iron rod; 4) thence S 10° 31' 58" E 208.17' to a found iron rod; 5) S 73° 03' 23" W 331.43' to the centerline of Lower Rocky River Road (passing a found iron rod at 300.49') and being the northwestern corner of said Elswick tract; thence along the centerline of said Lower Rocky River Road the following six (6) calls: 1) thence N 38° 05' 33" W 2.60' to a computed point; 2) thence along a circular curve to the right having a radius of 1093.48', an arch length of 201.98', and a chord bearing and distance of N 33° 52' 46" W 201.70' to a computed point; 3) thence N 27° 12' 42" W 15.60' to a computed point; 4) thence N 27° 12' 42" W 128.28' to a computed point; 5) thence along a circular curve to the left having a radius of 904.13', an arch length of 140.52', and a chord bearing and distance of N 30° 45' 53" W 140.38' to a computed point; 6) thence N 34° 20' 30" W 11.21' to a computed point and being the southwestern corner of Rocky River Presbyterian Church (deed not found); thence leaving said centerline along the south line of Rocky River Presbyterian

8020 Tower Point Drive

Charlotte, NC 28227

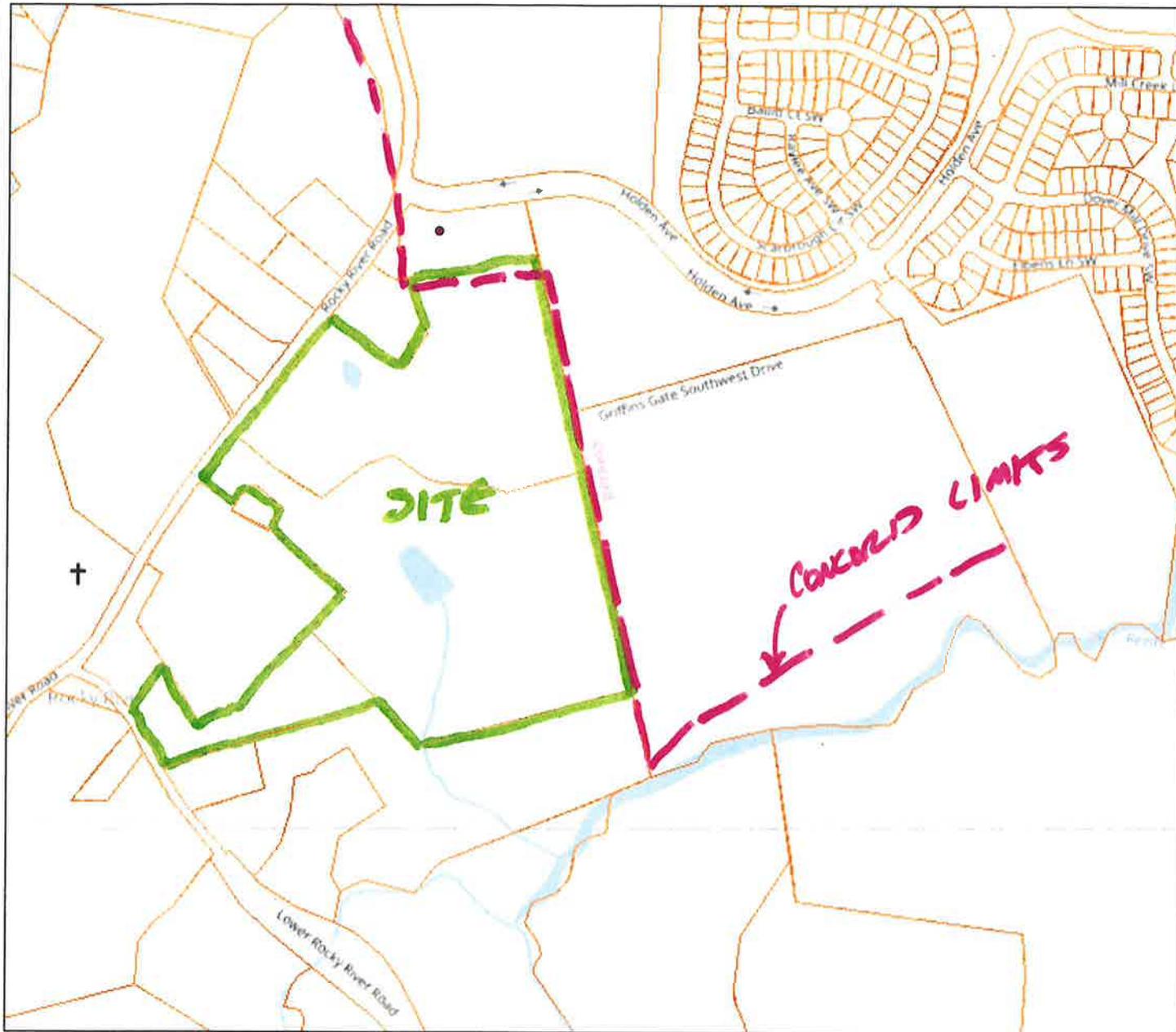
704.841.2588

Fax 704.841.2567

www.mckimcreed.com

Church N 47° 48' 10" E 243.63' to an found iron rod being the northeast corner of said Rocky River Presbyterian Church parcel and being on the west line of said Roberta Gail Ritchie Linker parcel; thence with the west line of said tract S 30° 43' 00" E 261.67' to a found iron rod at the southwest corner of said tract; thence along the south line of said Linker tract for the following two (2) calls: 1) thence N 66° 41' 13" E 186.34' to a found iron rod; 2) thence N 43° 29' 25" E 636.80' to a found iron rod being the northeast corner of said tract: thence with the northern line of said tract N 50° 23' 32" W 406.29' to a found iron rod at the southwest corner of Rocky River Presbyterian Church Cemetery (no deed found); thence with three (3) lines of said cemetery the following calls: 1) thence N 31° 05' 01" E 108.86' to a computed point; 2) thence N 47° 44' 53" W 165.00' to a computed point; 3) thence S 36° 48' 27" W 114.70' to a found iron rod being the southwest corner of said cemetery and on the north line of said Linker tract; thence with said north line N 61° 10' 27" W 208.36' to the place of BEGINNING. Said parcel contains 56.83 acres, more or less.

PIN 55274280380000

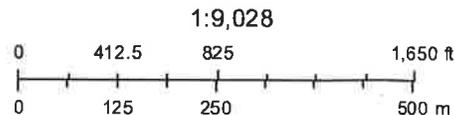


Property Real ID 01-019 -0002.26
Physical Address: 1002 HOLDEN AVE SW CONCORD NC 28025
Owner Name 1: MILLS VENTURES LLC
Owner Name 2:
Mailing Address: ATTN: R DEAN HARRELL 5615 POTTER RD
Mail City: MATTHEWS
Mail State: NC
Mail Zip: 28104

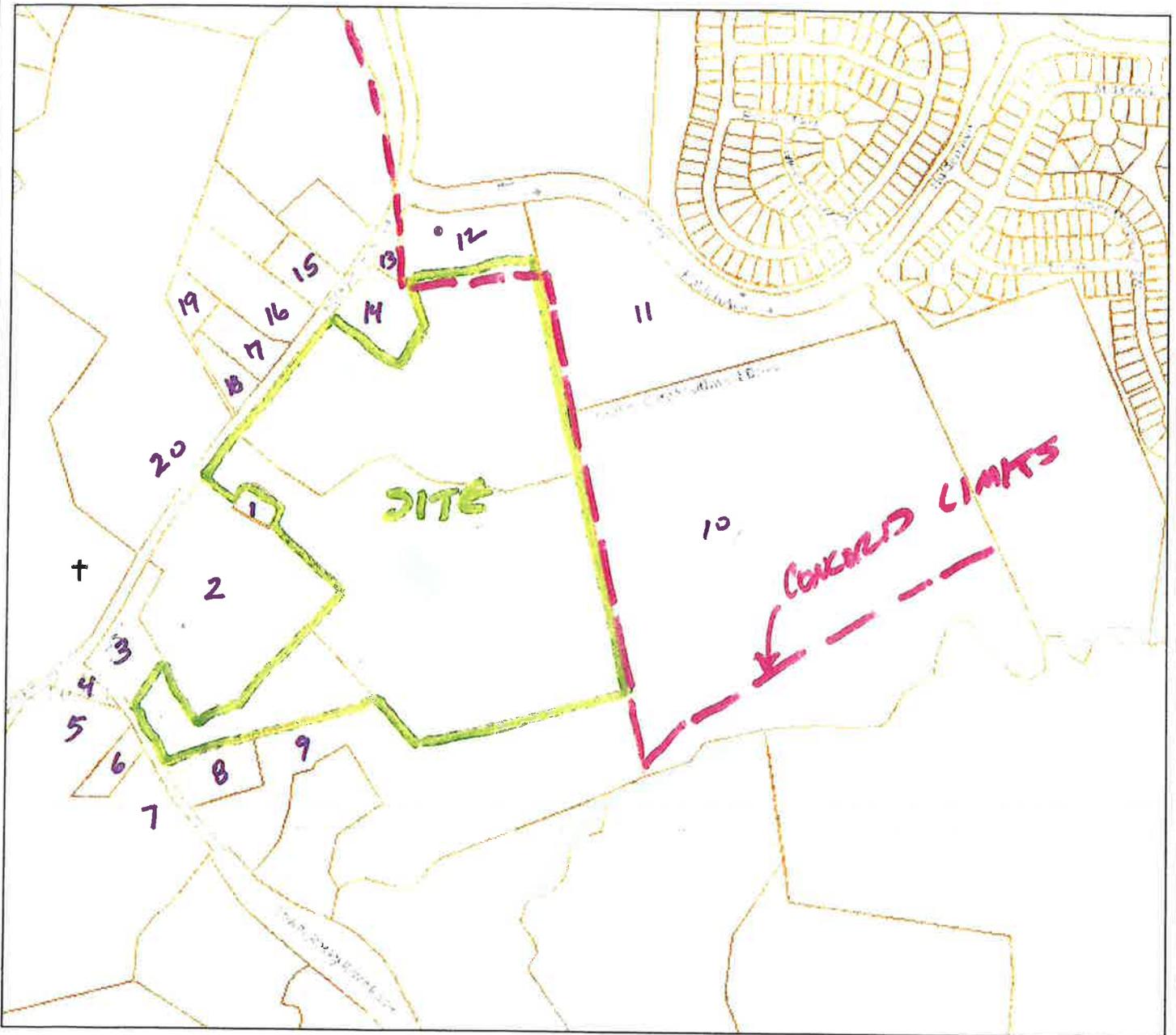
Parcel PIN 55274280380000
Land Units 3.189
Land Units Type AC
Land Value Null
Building Value Null
Assessed Value Null
Market Value Null

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



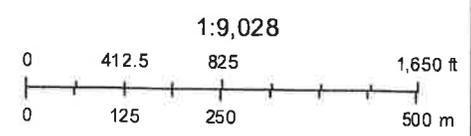
ADJOINERS



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

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

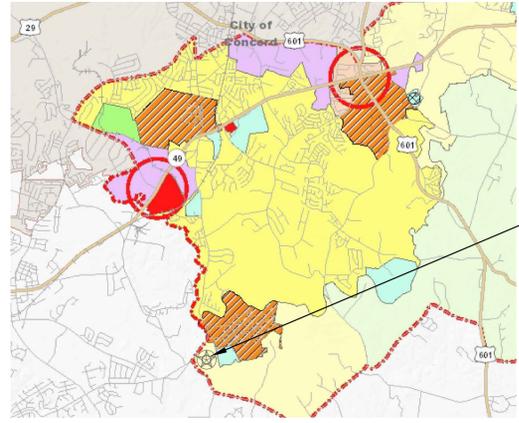
Map Created By Cabarrus County IT Department
Data Sources: Cabarrus County Land Records



PIN 5527428030000

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 RITCHE	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	Mathews, NC 28104
13	55274159490000	MILLS VENTURES LLC	7601 ROCKY RIVER RD CONCORD NC 28025	ATTN: R DEAN HARRELL 5615 POTTER RD	Mathews, NC 28104
14	55274157060000	VANG MAO 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	55273185540000	LINKER ROBERTA RITCHE	There is no physical address associated with this property.	7800 ROCKY RIVER RD	Concord, NC 28025
19	55273178100000	LINKER ROBERTA RITCHE	There is no physical address associated with this property.	7800 ROCKY RIVER RD	Concord, NC 28025
20	55273240380000	LINKER ROBERTA RITCHE	There is no physical address associated with this property.	7800 ROCKY RIVER RD	Concord, NC 28025

V:\Keith Rains\01-019-0002.26_Mills Ventures LLC.xlsx



VICINITY MAP
N.T.S.

APPROXIMATE LOCATION OF PROPOSED SITE

PROPOSED 30' THOROUGHFARE BUFFER TYPE D (COS)

PROPOSED 30' PERIMETER BUFFER YARD TYPE B (COS)(TYP)

PROPOSED COMMUNITY GARDEN WITH PEDESTRIAN PASS-THRU (COS)

TREE SAVE (COS) (TYP)

LOT RESERVED FOR FUTURE POLICE OUTPOST

PROPOSED GREENWAY DEDICATION

PROPOSED PEDESTRIAN TRAIL WITH 15' ESMT (TYP)

PARCELS (PIN14):	55274164420000 55274064970000 55274011480000 5526399130000
PARCEL AREA:	±56.83 ACRES
DUA:	1.87 UNITS/ACRE
CURRENT ZONING:	CR (CABARRUS COUNTY)
PROPOSED ZONING:	CS (CITY OF CONCORD) -DESIGNED AS CONSERVATION SUBDIVISION
TOTAL UNITS:	106 LOTS (105 UNITS & 1 POLICE OUTPOST)
LOT SIZE:	54 x 120
SETBACKS:	
FRONT	24'
SIDE	7'
REAR	5'
TOTAL COS REQUIRED	22.73 ACRES (40%)
TOTAL COS PROVIDED	23.78 ACRES (41.8%)
BUFFER	4.92 ACRES
DEDICATION	6.95 ACRES
ALL OTHER	11.91 ACRES
ROADS (ROLLING & LEVEL TERRAIN)	
MINOR COLLECTOR (60'R/W)	2770 LIN.FT.
LOCAL RESIDENTIAL (50'R/W)	2468 LIN.FT.
TREE SAVE PROVIDED	11.49 ACRES
HERITAGE TREES PRESERVED	13 (81%)
CONSERVATION AREAS PROVIDED	14.86 ACRES
PRIMARY CONSERVATION	10.58 ACRES
SECONDARY CONSERVATION	4.28 ACRES
LOTS ADJACENT TO COS	
REQUIRED	85 (80%)
PROVIDED	91 (86%)
EXISTING IMPERVIOUS -GIS ESTIMATED	±16000 SF

GENERAL LEGEND		
FEATURE	EXISTING	PROPOSED
PARCEL LINE (PROPOSED)		
PROPERTY LINE (ADJOINING)	PL	
PROJECT BOUNDARY (SITE)		
EASEMENT (OTHER)		
EASEMENT (STORM DRAINAGE)	SDE	SDE
EASEMENT (SIDEWALK)		
EASEMENT (SEWER)		
EASEMENT (TEMP. CONSTRUCTION)		TCE TCE
RAIL ROAD		
RIGHT-OF-WAY (ROAD)	R/W	R/W
BUFFER		
BUILDING SETBACK		
POND / WATER FEATURE		
TOP OF BANK	TB	
BOTTOM OF BANK	BB	
MAJOR TOPO CONTOUR	650	650
MINOR TOPO CONTOUR	648	648
FENCE LINE	X	X
Q CREEK/STREAM		
Q DITCH/SWALE		
Q ROAD		
TREE LINE		
WETLAND BOUNDARY	WET	WET
OVERHEAD UTILITY	OU	
SANITARY SEWER	SS	
STORM	SD	SD
UNDERGROUND GAS	GAS	
UNDERGROUND TELEPHONE	UT	
UNDERGROUND WATERLINE	W	
SANITARY EASEMENT		
TREE SAVE AREA		
COMMON OPEN SPACE (COS)		
CONSERVATION EASEMENT		
PRIMARY CONSERVATION		
SECONDARY CONSERVATION		
BUFFER, PERIMETER AND THOROUGHFARE		
FEMA 100-YR FLOOD ZONE		
FEMA FLOODWAY		
FEMA FINGE LINE (Zone-X)		

NOTES
1- THE PROPOSED SUBDIVISION WILL BE A DEEDED AGE RESTRICTED COMMUNITY. THE AGE RESTRICTION WILL ELIMINATE ADDING STRESS TO THE SCHOOL SYSTEM.



REV. NO.	DESCRIPTIONS / REVISIONS	DATE

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STANLEY MARTIN HOMES

CITY OF CONCORD, NC
LOWER ROCKY RIVER ROAD
SKETCH PLAN
CONCEPT

DATE: OCTOBER 2020
MCE PROJ. #: 07816-0001
DRAWN: DJS
DESIGNED: DJS
CHECKED: TMM
PROJ. MGR.: TMM

SCALE
HORIZONTAL: 1"=100'
VERTICAL: NA

1
DRAWING NUMBER
REVISION

STATUS: SKETCH PLAN
NOT FOR CONSTRUCTION

Subject Property Map

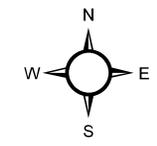
ANX-11-20

Bob Bennett

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

PINs:

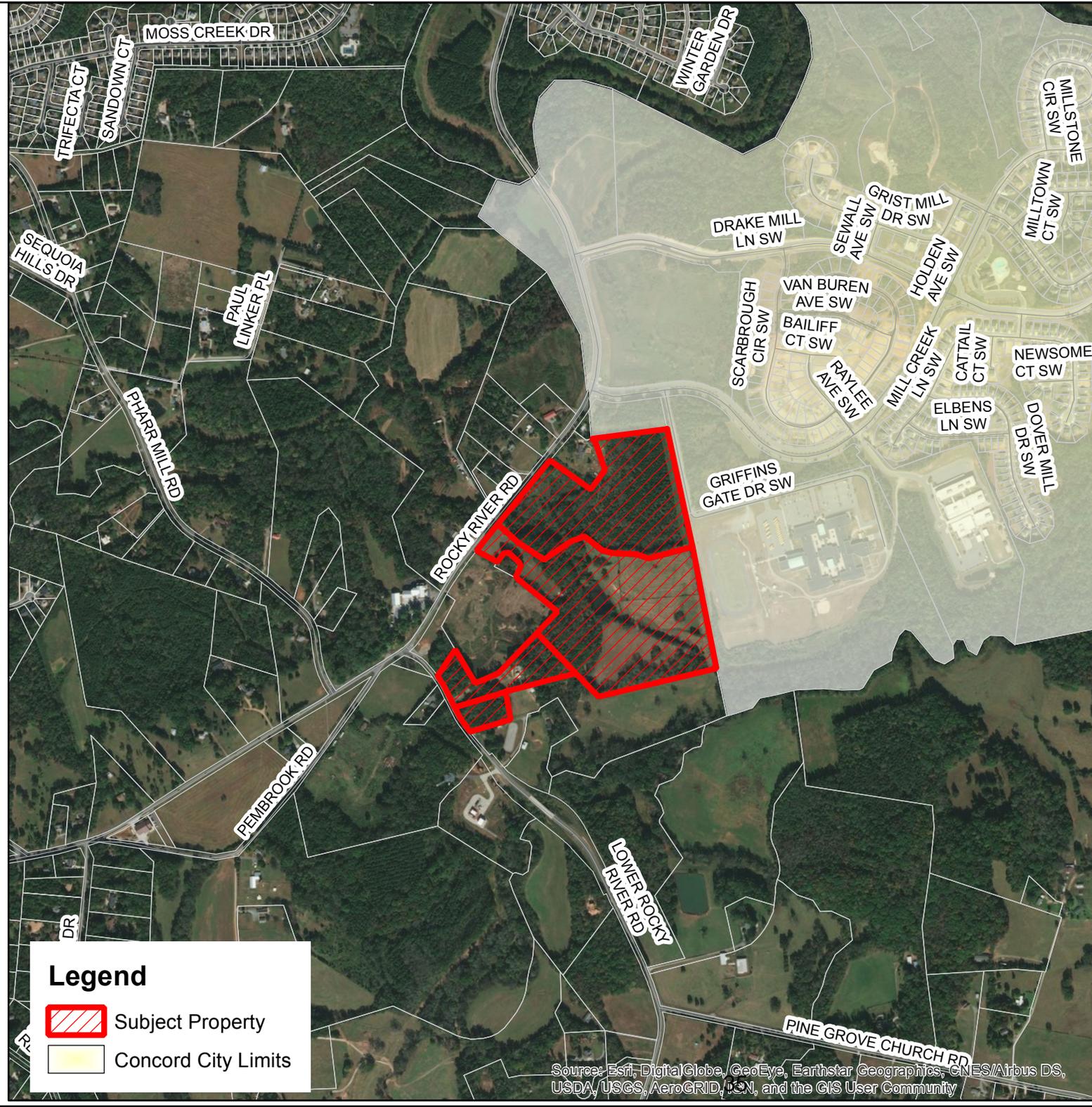
- 5527-41-6442,
- 5527-40-6497,
- 5527-40-1148,
- 5526-39-8913



Source: City of Concord Planning Department

Disclaimer

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Legend

- Subject Property
- Concord City Limits

Meeting Date

December 8th and 10th, 2020

Background

The subject property consists of +/- 56.83 acres on the northeast corner of Rocky River Road and Lower Rocky River Road. The property is also adjacent to the southwest corner of the Mills at Rocky River project, and west of CC Griffin Middle School. The subject petition is a resubmittal for a previously considered site. The 2019 petition was submitted prior to the adoption of the Conservation Subdivision standards and the request was tabled until the ordinance could be adopted. After the Conservation Subdivision Ordinance was adopted, the petitioner provided details on the intended use of the property, which included 113 homes on the +/- 56.83 acres. Council held a public hearing on March 12th, 2020 and voted to decline annexation. Subsequently, the applicant submitted a petition for annexation for the same property, demonstrating 106 homes. Council declined the annexation on July 9th, 2020. The current petitioner, who worked in coordination with the petitioner from the previous annexation requests, is proposing annexation for the purpose of developing the property with 106 homes on the site as previously designed. The petitioner is willing, if annexed, to add a condition to the rezoning request, stating that the neighborhood would be age restricted by deed.

As with all annexations, staff contacts both internal City departments and external agencies for input. Previously, the Concord Fire Department stated that due to the location of the site in comparison to the primary corporate limits and the distance to nearest fire station, it would be necessary to contract out fire services for the site if annexation were approved. Fire has recalculated the distance and believes they can serve the site without outside contracts. However, the Police Department maintains that annexation would “stretch out the boundaries of Baker District and dilute resources further away from the more populated areas of that district,” and that if annexed, consideration should be given to future resource needs. City Staff also recognizes the sizeable distance between the furthest point of the subject property to the City’s primary contiguous corporate limits. Annexation of the subject property would extend the furthest point of the City’s satellite corporate limits (The Mills at Rocky River) further south, expanding the required municipal service area. Cabarrus County Schools has stated that if the development is age restricted, it will have little impact on enrollment numbers.

Should annexation be adopted, the petitioner plans to request a rezoning to the CS (Conservation Subdivision) zoning classification. Although site plans are not required for annexation hearings, the petitioner has provided a preliminary site schematic which is attached to Council’s packet materials, indicating a maximum of 106 lots at 1.87 du/a. A preliminary review indicates that the plan can meet the minimum standards set forth for the CS zoning district. If annexation is adopted, the plan will be required to go through technical site plan review prior to rezoning. The City is required to place a zoning classification on all annexed property within 60 days of municipal incorporation. Should this or any property be annexed and the plan be insufficient for review by the Planning & Zoning Commission by that the required 60 days, City Staff will prepare an

administrative zoning request. In this instance, staff would recommend the RE (Residential Estate) zoning district.

The property is currently zoned CR (Countryside Residential) in Cabarrus County which permits a density of up to one (1) dwelling unit per acre. The subject property is also located within the Central Area Plan's Very Low-Density development guide allowing density up to 1 unit per two acres or 2 units per acre with additional development standards. Furthermore, the subject property is also within the 2030 Land Use Plan's Suburban Neighborhood Land Use Category and Conservation District Character Area, also requiring enhanced development standards.

CS (Conservation Subdivision Standard Highlights)

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

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

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Bob Bennett, PE, Stanley Martin Homes, on November 10th, December 8th and December 10th, 2020 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held via a digital media platform, on December 8th and 10th, 2020 after due notice by The Independent Tribune on October 23rd, 2020 and being tabled to a date certain on November 10th; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 10th day of December 2020:

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

Beginning at a point in the centerline of Rocky River Road having NC Grid Coordinates of N: 571,116.61, E: 1,523,716.96, said point being the northwestern corner of Roberta Gail Ritchie Linker as recorded in DB 11386 PG 198 and runs thence from the point of beginning along the center line of Rocky River Road the following three (3) calls: 1) thence N 38° 54' 42" E 325.60' to a computed point; 2) thence N 38° 54' 42" E 250.79' to a computed point; 3) thence N 37° 58' 41" E 364.66' to a computed point, said point being the southwestern corner of Nao Kha Vang and Dia X. Vang as recorded in DB 6489 PG 117; thence leaving said centerline along the south line of said Vang parcel S 51° 17' 41" E 393.08' to a computed point; thence along the east line of said Vang parcel the following two calls: 1) thence N 38° 40' 12" E 146.00' to a found iron rod; 2) thence N 07° 27' 30" W 215.37' to a computed point (passing a found iron rod at 214.77') and being the northwestern corner of Anne W. Tino as recorded in DB 7074 PG 164; thence along the north line of said Tino parcel N 82° 19' 08" E 499.31' to a found iron rod on the western line of Green Street Land Co. L.L.C. as recorded in DB 13394 PG 152; thence along said west line S 11° 58' 09" E 870.23' to a found iron rod being the northwestern corner of Cabarrus County as recorded in DB 3127 PG 55; thence along the west line of said Cabarrus County tract S 11° 58' 31" E 937.93' to a found iron rod on the east line of said Cabarrus County tract and being the northeastern corner of Bric A. Elswick and Laurie A. Elswick; thence along the north line of said Elswick tract the following five (5) calls: 1) thence S 76° 38' 37" W 906.31' to a found iron rod; 2) thence N 47° 35' 02" W 238.75' to a found iron rod; 3) thence S 75° 06' 12" W 542.95' to a found iron rod; 4) thence S 10° 31' 58" E 208.17' to a found iron rod; 5) S 73° 03' 23" W 331.43' to the centerline of Lower Rocky River Road (passing a found iron rod at 300.49') and being the northwestern corner of said Elswick tract; thence along the centerline of said Lower Rocky River Road the following six (6) calls: 1) thence N 38° 05' 33" W 2.60' to a computed point; 2) thence along a circular curve to the right having a radius of 1093.48', an arch length of 201.98', and a chord bearing

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

SECTION 2. Upon and after the 10th day of December, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 10th day of December 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

USE CATEGORY	SPECIFIC USE	AG	RESIDENTIAL						COMMERCIAL					IND		Standards	
		AG	RE	RL	RM-1	RM-2	RV	RC	O-I	B-1	CC	C-1	C-2	I-1	I-2		
	Automobile Parts, Tires and Accessories Store									PS		PS	PS	PS		8.3.6.I	
	Automobile Repair, Major												PS	PS	PS	8.3.6.H & 8.3.6.I	
	Automobile Repair, Minor										PS	PS	PS	PS	PS	8.3.6.D & 8.3.6.I	
	Automobile Wash (carwash) including detailing service												P	P	P		
	Manufactured Home Sales													PS	PS	8.3.6.F	
	Vehicle Sales, Lease, Rental, including boat, RV and storage buildings												PS	PS	PS	8.3.6.G	
	Truck Stop, Travel Plaza													P	P		
INDUSTRIAL USES																	
Light Industrial Service	Truck/Construction Equipment Rental													P	P		
	Flex/Office Space												P	P	S		
	All light industrial service, except as listed below													P			
	Cabinet and Woodwork Shop											P	P	P			
	Equipment Supply House, commercial												P	P	P		
	Food Catering Facility									PS	PS	PS	PS	PS		8.3.7.A	
	LP Gas & Heating Oil Dealer												P	P	P		
	Machine Shop													P	P	P	
	Musical Instrument Manufacturing													P	P	P	
	Pest Control Service												P	P	P		
	Portable Toilet Service															P	
	Small Engine Repair													P	P	P	
	Tire Recap and Repair Facility															P	
	Upholstery Shop													P	P	P	
Warehouse and Freight Movement	Electronic Shopping, Mail Order House													P	P		
	Moving and Storage Facility													P	P		

- B.** The buffer yard for abutting non-residential uses shall be designed and landscaped per Article 11 of this Ordinance. The buffer yard for abutting a

thoroughfare shall be a Type D buffer as set forth in ~~Table 9.4-2 of Article 11~~ this Ordinance.

- C. All required buffer yards shall be platted as common areas and may be included as “open space” subject to the standards and criteria as set forth in ~~§ 6.5 Articles 10 and 11~~ of this Ordinance.

~~Table 5.5-1 Dimensional and Density Standards~~

Zoning District	A	B	C	E	F	G
	Min. Lot Size (sq. ft.)	Max. Density (per acre)	Impervious Surface Ratio	Min. Lot Width (feet)	Min. Lot Depth (feet)	Max. Building Height (feet)
AG**	43,560	4	-	200	200	35
RE	43,560	4	-	150	150	35
RL	20,000	2	-	100	125	35
RM-1	15,000	3	-	75	125	35
RM-2	10,000	4	-	75	100	35
RV***	7,500	8	0.5	50	100	35
RC***	5,000	15	0.5	50	100	35
B-1	-	-	0.65	50	100	50
CC	-	-	-	-	-	72
O-1	-	-	0.7	-	-	35
C-1	-	-	0.7	-	-	48
C-2	-	-	0.8	50	100	48 (1)
CD	-	-	0.8	100	100	72
T-1	-	-	0.8	50	100	72
T-2	-	-	0.9	50	100	72

(1) Height may be increased by one foot for each one foot of additional building setback up to a maximum height of 200 feet. Setbacks for Unified Development projects shall be measured from the overall project boundaries. A Unified Development is defined as properties developed as a single-use where the developments on all the parcels are necessary to meet the requirement of this ordinance.

Building Setbacks

ARTICLE 5: SUBDIVISION PLATS, SITE PLANS AND CONSTRUCTION PLANS

Zoning District	PRINCIPAL STRUCTURES				ACCESSORY STRUCTURES		NOTES:
	Min. Front Setback (feet)	Max. Front Setback (feet)	Min. Interior Sideyard Setback (feet)	Min. Rear Setback (feet)	Min. Interior Sideyard Setback (feet)	Min. Rear Setback (feet)	
AG	50	-	20	30	10	10	<p>* Residences permitted in non-residential districts shall conform to the density and dimensional standards of the RC district.</p> <p>**Rural subdivisions (AG zone) are subject to the additional provisions of Section 5.25.</p> <p>*** Individual duplex lots, as permitted in Table 4.6-1, shall be required 1.5 times the minimum lot area and minimum lot width. Minimum lot depth shall not be required to increase.</p> <p>In the districts where permitted, multi-family and/or single-family attached developments shall only be subject to Columns B, C, , an F. Setbacks for multi-family and single-family attached developments are set forth in Sect. 11.2 of this Ordinance.</p> <p>^ See Sect. 6.6.5 for exceptions.</p>
RE	45	-	20	30	5	5	
RL	35	-	15	30	5	5	
RM-1	25	-	10	25	5	5	
RM-2	25	-	10	25	5	5	
RV	20	-	7	5	5	5	
RC	20	-	7	5	5	5	
B-1	10	-	10	20	10	10	
CC	-	10	-	-	-	-	
O-1	10	-	-	-	-	-	
C-1	10	-	-	-	-	-	
C-2	10	-	-	-	-	-	
GD	30	-	-	-	-	-	
T-1	30	-	-	-	-	-	
T-2	30	-	-	-	-	-	

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

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

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

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

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

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

USE CATEGORY	SPECIFIC USE	AG	RESIDENTIAL						COMMERCIAL					IND		Standards
		AG	RE	RL	RM-1	RM-2	RV	RC	O-1	B-1	CC	C-1	C-2	I-1	I-2	
Vehicle Sales and Service [see 8.2.6.1]	Vehicle Storage Lot													PS	PS	8.3.6.I
	Automobile Parts, Tires and Accessories Store								P			P	P	P		
	Automobile Parts, used or salvaged parts, <u>no</u> outdoor storage												P	P	P	
	Automobile Repair, major												PS	PS	PS	8.3.6.I
	Automobile Repair, minor											PS	PS	PS	PS	PS

SECTION 2: That the following section of Concord Development Ordinance (CDO) Article 5 "Subdivision Plats, Site Plans and Construction Plans," Section 5.5 "Lot Standards", Section 5.5.6 "Perimeter Buffer Yard for Residential Subdivisions" be amended to the following:

5.5.6. PERIMETER BUFFER YARD FOR RESIDENTIAL SUBDIVISIONS (these standards shall apply to major subdivisions only).

- A. A buffer yard shall be required along the perimeter of a residential subdivision in order to separate residential lots from:
 - 1. Abutting a thoroughfare; and
 - 2. Abutting non-residential uses.
- B. The buffer yard for abutting non-residential uses shall be designed and landscaped per Article 11 of this Ordinance. The buffer yard for abutting thoroughfare shall be a Type D buffer as set forth in Article 11 of this Ordinance.
- C. All required buffer yards shall be platted as common open areas and may be included as "open space" subject to the standards and criteria as set forth in Articles 10 and 11 of this Ordinance.

SECTION 3: That Table 5.5-1 "Dimensional and Density Standards," located within Concord Development Ordinance (CDO) Article 5 "Subdivision Plats, Site Plans and Construction Plans," under Section 5.5 "Lot Standards", be deleted in its entirety.

SECTION 4: That all remaining Articles and Sections of this Ordinance be renumbered to include the newly created Articles and Sections.

SECTION 5: That this Ordinance be effective immediately upon adoption.

Adopted in this December 10th, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



DATE: November 17th, 2020

REZONING CASE #: Z-21-20

ACCELA CN-RZZ-2020-00017

DESCRIPTION: Administrative Zoning Map Amendment
From I-2 (General Industrial) and AG (Agricultural) to O-I (Office Institutional)

APPLICANT/OWNER: City of Concord (Administrative)

LOCATION: 3300 Roberta Rd

PIN#s: 5519-32-5275

AREA: +/- 5.3 acres

ZONING: I-2 (General Industrial) and AG (Agricultural)

PREPARED BY: Starla Rogers, Planning & Development Manager

BACKGROUND

The subject property is located at 3300 Roberta Rd, consists of one (1) parcel, and encompasses +/- 5.3 vacant acres. The City of Concord is petitioning to rezone the subject property in order to establish a municipal fire station.

HISTORY

The property was annexed into the City on June 30th, 1983 and was acquired by deed recorded in the Cabarrus County Register of Deeds office on June 5th, 2020.

SUMMARY OF REQUEST

The subject property was originally part of the overall former Phillip Morris parcel to the north and east, now owned by Bootsmead. The City of Concord recently purchased +/- 5.3 acres in June of 2020 for the purpose of establishing the City’s Fire Station #12. The fire station is proposed in this area in order to provide better response times, to maintain the City’s ISO (Insurance Service Office) rating, and to provide service to the Bootsmead land given the large scale development potential for the property. A map of the potential service area of the proposed fire station has been attached for the Commission’s reference. A government facility or fire station is currently permitted by right in the I-2 (General Industrial) zoning district but would require a Special Use Permit to acquire access over the AG (Agricultural) zoned section of the

parcel. In order to have a consistent zoning across the entirety of the property, the applicant has submitted the subject petition. Furthermore, the O-I zoning is more reflective of the intended use of a fire station. There is currently no formal site plan submitted for technical review, although a draft plan has been submitted for DRC (Development Review Committee) comments. If the rezoning is approved technical site plan approval will be required.

The property is currently split zoned I-2 (+/- 4.14 acres) and AG (+/- 1.16 acres). When the former Phillip Morris site was zoned for industrial, the City recommended a 100ft wide buffer of AG zoned property adjacent to residentially developed parcels. The AG buffer continued along the street frontage on Roberta Rd. The newly created subject parcel does not directly abut any residential properties as can be seen on the attached zoning map.

Properties surrounding the subject parcel are zoned and developed with a variety of zoning districts and uses. The property to the north is zoned I-2 and is under development for the Carvana site. Property to the south is zoned O-I (Roberta Road Baptist Church), I-2 and AG (Carvana parcel) and RV (Residential Village) the site of the Wolf Meadows neighborhood. Property to the west is zoned I-2, AG, RC, (Residential Compact, and RM-2 (Residential Medium Density). This property is either part of the Carvana parcel, single-family detached residential or, multi-family (Concord Pointe Apartments). Property to the east is zoned I-2, AG, and RC. It is either vacant and owned by Bootsmead or developed with single-family detached residential.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
	North	South		North	South
Cabarrus County LDR (Low Density Residential)	North	I-2	Vacant	North	Carvana Site
	South	O-I and RV		South	Religious Institution, and Single-Family Detached
	East	I-2, AG, and RV		East	Vacant Bootsmead Site and Single-Family Detached
	West	I-2, AG, RM-2 and RC		West	Carvana Site, Single-Family Detached, and Multi-Family

COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 Land Use Plan (LUP) designates the subject property as “Industrial/Employment.” It should be noted that the existing zoning of I-2 is consistent with the Industrial Employment Land Use Category. However, the AG zoning is not listed as a corresponding zoning classification and is therefore not in conformance as currently zoned. The O-I zoning classification is not considered a corresponding zoning classification to the Industrial/Employment Land Use Category and therefore, approval of a rezoning would need to be recommended to City Council for consideration of both the zoning and to amend the Land Use Plan to Civic/Institutional. Staff has no objection to the rezoning to O-I or the modification to the Land Use Plan.

Industrial/Employment Land Use Category Details:

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

Industrial uses have already developed in several areas throughout the community, most of which are light industrial in function and impact. The 2030 Plan identifies the need to protect industrial lands, and to encourage additional growth in industrial/employment uses in designated areas, particularly around Concord Regional Airport, and along I-85 between Pitts School Road and Rocky River. Additionally, some light industrial/employment uses are encouraged to locate in Mixed-Use Districts, depending upon their intensity, as identified earlier in this section.

Industrial/Employment Land Use Plan detail and guidance includes:

5.2 (General Guidance)

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

Policy Guidance for Objective 1.2:

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

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

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

Policy Guidance for Objective 1.4:

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

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

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

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

Policy Guidance for Objectives 4.1 to 4.3:

- **Land Use and Intensity Transitions:** *Zoning use and site development standards should promote a gradient in the type and intensity of uses. For instance, higher density residential development can provide a compatible transition between medium-density residences and neighborhood commercial centers.*
- **Buffers:** *Buffers should be used to screen uses and activities that may detract from the enjoyment of adjacent land uses. Where large buffers are not necessary, the landscape design should soften land use transitions.*

SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately 5.3 acres and is zoned I-2 (General Industrial) and AG (Agricultural).
- The subject property was annexed on June 30th, 1983 and is currently structurally vacant.
- The proposed zoning is inconsistent with the 2030 Land Use Plan (LUP) as O-I (Office Institutional) is not a corresponding zoning classification to the “Industrial Employment” land use category. However, a rezoning to O-I would constitute an expansion of the O-I zoning district to the south which is the site of Roberta Baptist Church. Furthermore, the proposal would allow the development of a new fire station intended to service the surrounding community, potentially reducing service call response times. In accordance with the LUP Section 5.2, the City should “coordinate the expansion of its infrastructure and services with growth in ways that maintain adequate levels of service for existing and new development.” A new fire station is needed in the general vicinity of the subject property to maintain ISO Fire ratings and provide an adequate level of fire response to both the residential and industrial uses. Due to the proximity to the Bootsmead property and reserved shared emergency access point, a future fire station could quickly enter the site from Roberta Road, allowing the City’s Fire personnel to provide services on opposite sides of the large industrial site, providing protection to the neighboring residential. Should the rezoning to O-I be deemed appropriate, the Land Use Plan should be modified to Civic/Institutional to reflect the proposed zoning and use. The request would conform to the 2030 Land Use Plan Guidance 1.2 as modification to the Land Use Plan on the subject property would not limit industrial development and would improve the quality of life within the surrounding area by providing enhanced fire response times.
- The zoning amendment is reasonable and in the public interest as it is an expansion of the adjacent O-I zoning to the south and would provide a needed service related to fire/life safety. As the Bootsmead property develops with heavy industrial uses in proximity to residential dwellings, the increased need to service the area with fire services becomes increasingly apparent. The subject property is buffered to the east and west from the adjacent residential by properties that remain under Carvana or Bootsmead ownership

and I-2 and AG zoning. Additional landscape buffering would be required if the site develops, providing a transition between heavier I-2 and the residences to the east and west. Any development on the subject site would be required to meet CDO standards including those related to buffering.

SUGGESTED RECOMMENDATION AND CONDITIONS

The staff finds the zoning map amendment inconsistent 2030 Land Use Plan. However, staff has no objections to the petition and should the Planning and Zoning Commission find the rezoning to be appropriate, the Commission should forward the rezoning to City Council and recommend amending the Land Use Plan to Civic/Institutional.

PROCEDURAL CONSIDERATIONS

This particular case is a rezoning, which under the CDO, is “legislative” in nature. Legislative hearings DO NOT require the swearing or affirming of witnesses prior to testimony at the public hearing. As the request is not a “Conditional District” no conditions may be applied.

Case → Z-21-20



Application for
Zoning Map Amendment

(Please type or print)

Applicant Name, Address, Telephone Number and email address: _____

Sue Hyde, PO Box 308, Concord, NC 28026-0308, hydes@concordnc.gov

Owner Name, Address, Telephone Number: City of Concord, PO Box 308, Concord, NC 28026-0308

City Manager - Lloyd Wm. Payne, Jr. 704-920-5215

Project Location/Address: 3300 Roberta Road

P.I.N.: old PIN - 5519-57-8727-0000 new PIN 5519-32-5275-0000

Area of Subject Property (acres or square feet): 5.3165 acres

Lot Width: irregular shape Lot Depth: _____

Current Zoning Classification: I-2 and AG

Proposed Zoning Classification: OI

Existing Land Use: vacant

Future Land Use Designation: IE - Industrial - Employment

Surrounding Land Use: North Industrial South Residential

East Residential West Residential

Reason for request: City plans to construct a permanent fire station on this parcel.

Has a pre-application meeting been held with a staff member? email and phone with Starla.

Staff member signature: 

Date: 10/13/20

Certification

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

Date: October 14, 2020

Applicant Signature: 

Property Owner or Agent of the Property Owner Signature:
Same as above

Z-21-20

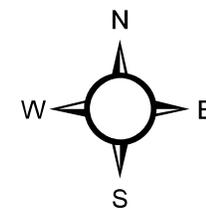
Administrative
zoning map
amendment

+/- 5.3 acres

3300 Roberta Rd

I-2 (General Industrial)
and AG (Agricultural) to
O-I (Office Institutional)

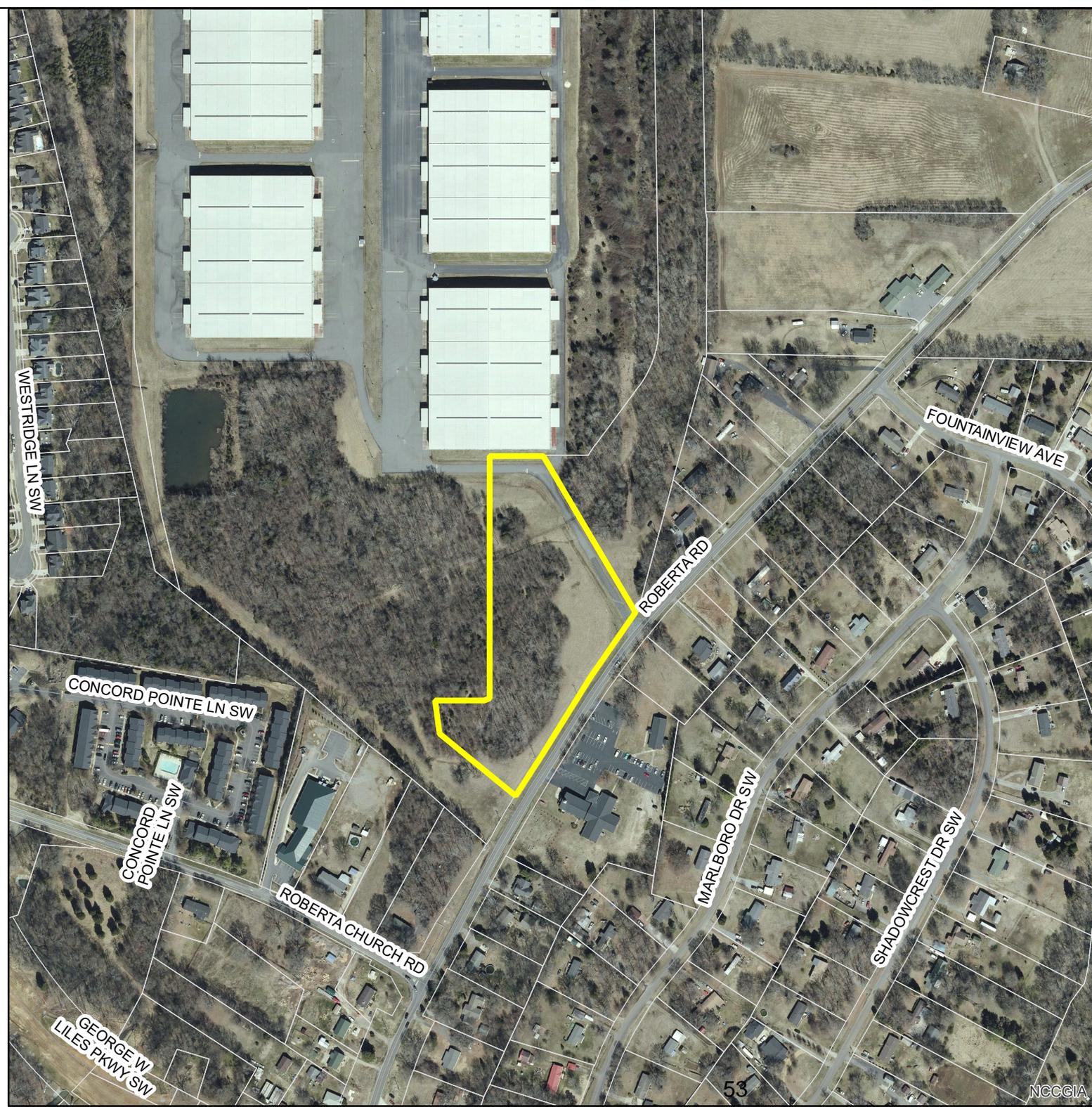
PIN 5519-32-5275



Source: City of Concord
Planning Department

Disclaimer

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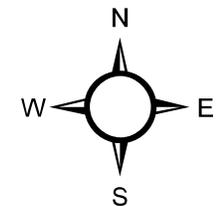
Z-21-20
Zoning Map
Administrative
zoning map
amendment

+/- 5.3 acres

3300 Roberta Rd

I-2 (General Industrial)
and AG (Agricultural) to
O-I (Office Institutional)

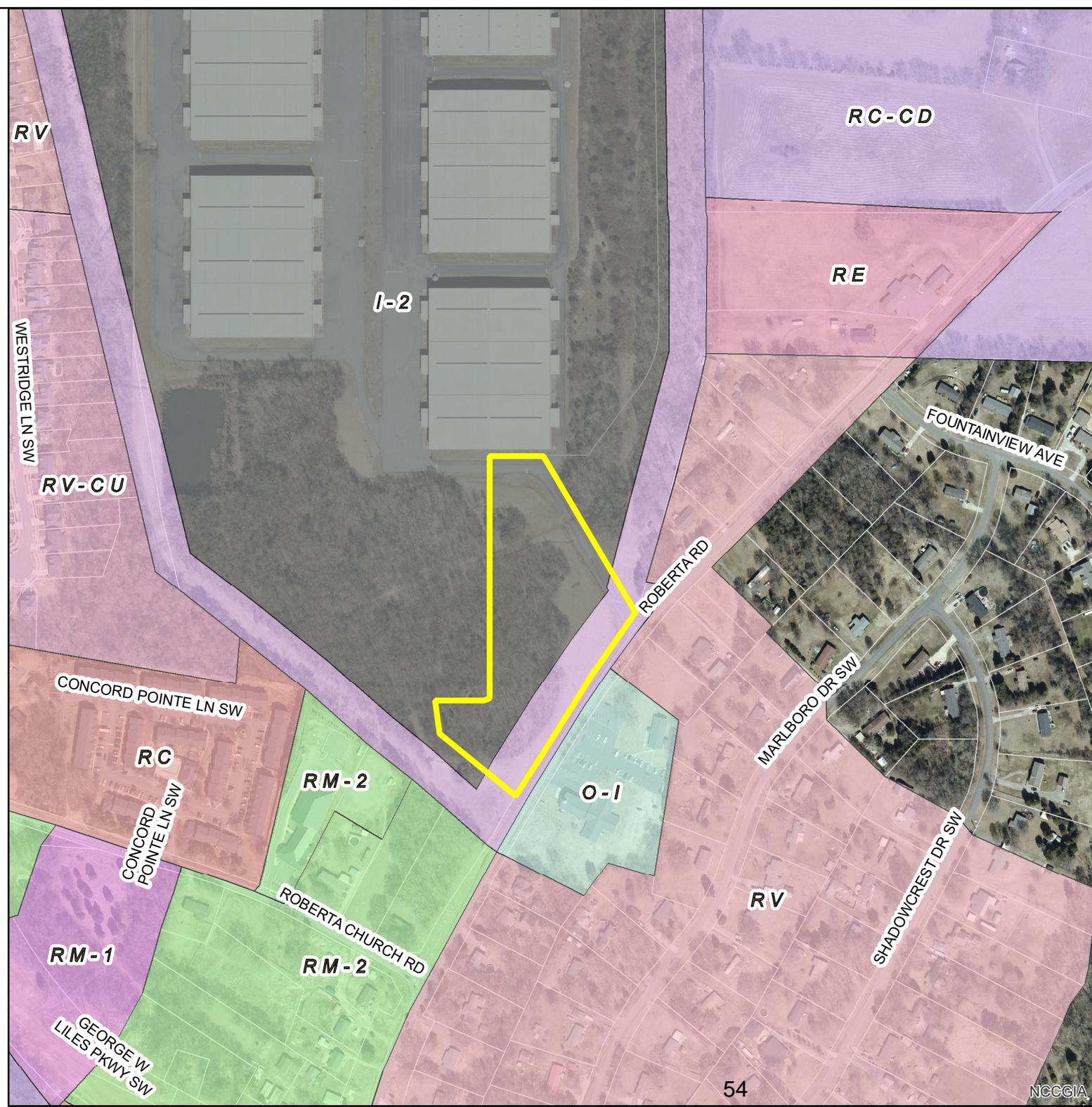
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Planning Department

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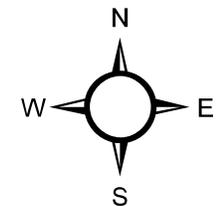
Z-21-20
LUP Map
Administrative
zoning map
amendment

+/- 5.3 acres

3300 Roberta Rd

I-2 (General Industrial)
and AG (Agricultural) to
O-I (Office Institutional)

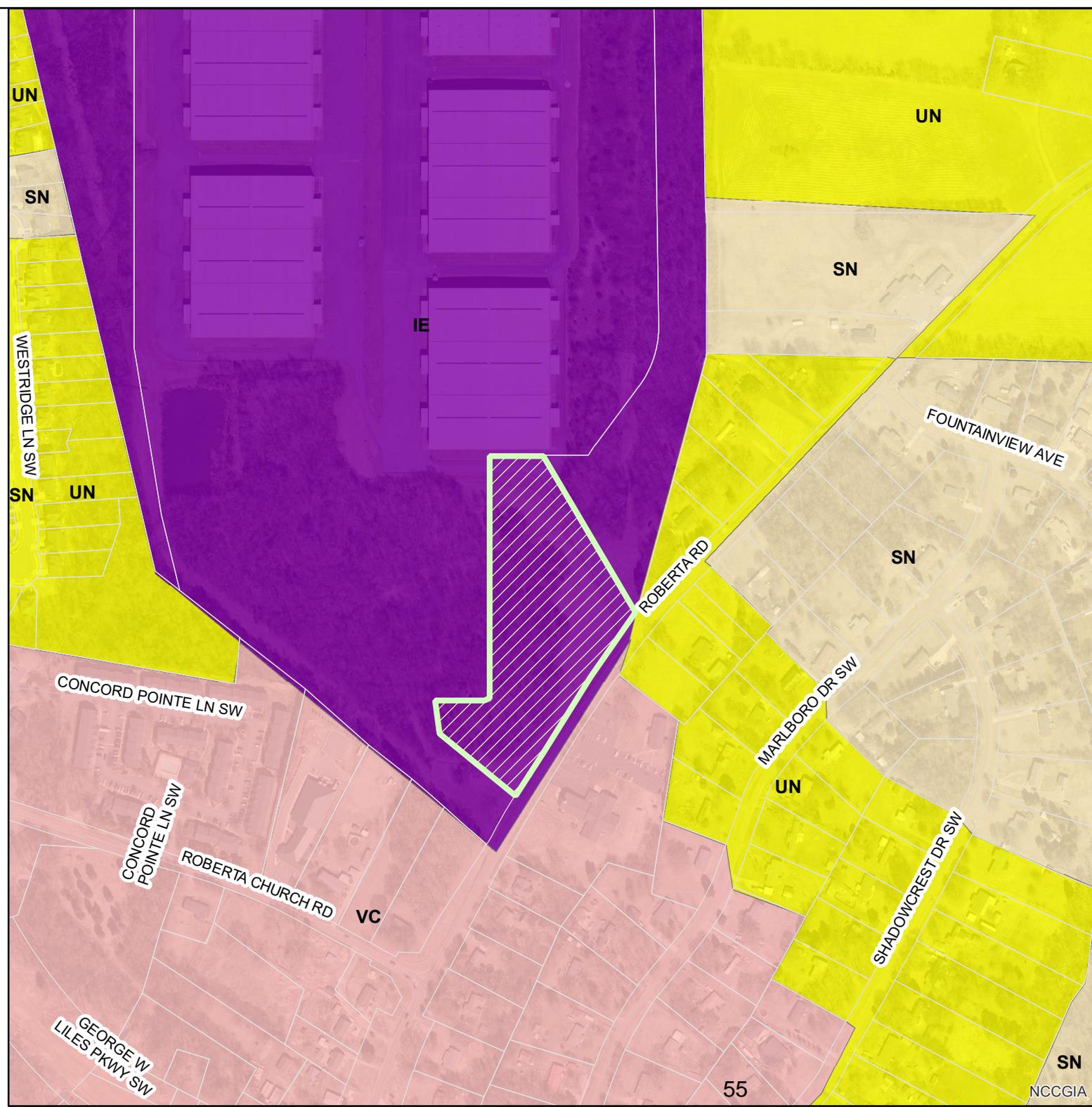
PIN 5519-32-5275



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Planning Department

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MEETING DATE:

December 8th and 10th, 2020

BACKGROUND:

The Planning and Zoning Commission heard the above referenced petition at their November 17th meeting and unanimously voted to forward the request to City Council with a recommendation that the zoning map be amended to O-I (Office Institutional) and that the Land Use Plan be modified to Office/Institutional.

The rezoning was requested in order to establish a City fire station on the subject property. Fire stations are permitted by right in I-2 but require a Special Use Permit in AG. It is preferred that properties not be split zoned in order to have consistent development regulations across the site. Furthermore, it is preferred that City properties be zoned O-I (Office Institutional) to accurately reflect the use. Because O-I is not a corresponding zoning classification to the Industrial/Employment Land Use Category under which the subject property is designated, the rezoning can only be approved by City Council and the Land Use Plan must be modified in accordance with the zoning, if approved. Should Council choose to rezone the property to O-I, Staff recommends modifying the Land Use Plan to Office/Institutional.

Statement of Consistency adopted by the Planning & Zoning Commission

- The subject property is approximately 5.3 acres and is zoned I-2 (General Industrial) and AG (Agricultural).
- The subject property was annexed on June 30th, 1983 and is currently structurally vacant.
- The proposed zoning is inconsistent with the 2030 Land Use Plan (LUP) as O-I (Office Institutional) is not a corresponding zoning classification to the “Industrial Employment” land use category. However, a rezoning to O-I would constitute an expansion of the O-I zoning district to the south which is the site of Roberta Baptist Church. Furthermore, the proposal would allow the development of a new fire station intended to service the surrounding community, potentially reducing service call response times. In accordance with the LUP Section 5.2, the City should “coordinate the expansion of its infrastructure and services with growth in ways that maintain adequate levels of service for existing and new development.” A new fire station is needed in the general vacuity of the

subject property to maintain ISO Fire ratings and provide an adequate level of fire response to both the residential and industrial uses. Due to the proximity to the Bootsmead property and reserved shared emergency access point, a future fire station could quickly enter the site from Roberta Road, allowing the City's Fire personnel to provide services on opposite sides of the large industrial site, providing protection to the neighboring residential. Should the rezoning to O-I be deemed appropriate, the Land Use Plan should be modified to Civic/Institutional to reflect the proposed zoning and use. The request would conform to the 2030 Land Use Plan Guidance 1.2 as modification to the Land Use Plan on the subject property would not limit industrial development and would improve the quality of life within the surrounding area by providing enhanced fire response times.

- The zoning amendment is reasonable and in the public interest as it is an expansion of the adjacent O-I zoning to the south and would provide a needed service related to fire/life safety. As the Bootsmead property develops with heavy industrial uses in proximity to residential dwellings, the increased need to service the area with fire services becomes increasingly apparent. The subject property is buffered to the east and west from the adjacent residential by properties that remain under Carvana or Bootsmead ownership and I-2 and AG zoning. Additional landscape buffering would be required if the site develops, providing a transition between heavier I-2 and the residences to the east and west. Any development on the subject site would be required to meet CDO standards including those related to buffering.

ANX-13-20

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 N/A

Street Address ~~43~~ 4636 Roberta Rd

Cabarrus County Property Identification Number(s) list below

P.I.N. 5518 16 9974 P.I.N. P.I.N.

P.I.N. P.I.N. P.I.N.

Acreage of Annexation Site 0.258

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

Person to contact if there are questions about the petition

Name Jody F Smith

Address 3681 Cochran Rd SW Concord NC 28027

Phone 780-621-0765 Fax # — Email j.reesmith@gmail.com

Written metes and bounds description of property to be annexed
Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to rogerss@concordnc.gov

see attached

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:

8

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 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 26 day of October, 2020 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 Jody F Smith Phone 980-621-0765
Address 3681 Cochran Rd SW Concord NC 28027
Signature Jody F. Smith Date 10-26-2020

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

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

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										0.258									
Current Population of Area										1									
Current Zoning of Area																			
Desired City Zoning of Area																			
Proposed Use (i.e. residential, commercial, or industrial)										Residential									
Estimated Total Value of Residential Units for the Proposed Development										1									
Total Proposed Number of Dwelling Units										1									
Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)																			
Year 1				Year 2				Year 3				Year 4				Year 5			
Estimated Total Value of Business Units for the Entire Proposed Development																			
Commercial Value						Industrial Value						Other (not-for-profit) Value							
Proposed Number of Commercial																			
Year 1				Year 2				Year 3				Year 4				Year 5			
Proposed Number of Industrial																			
Year 1				Year 2				Year 3				Year 4				Year 5			
Proposed Number of Other (not-for-profit)?																			
Year 1				Year 2				Year 3				Year 4				Year 5			

PETITION MUST BE NOTARIZED

State of: NC
County of: CABARRUS

Use this section for individual landowners.

I, Rodney D. Furr [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Jody P. Smith [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 26 day of Oct., 2020.

Rodney D. Furr
Notary Public

My commission expires 3-30-24, _____

[SEAL of Notary Public]

Notary's Stamp:

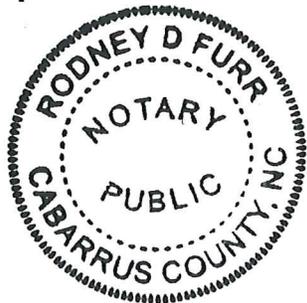


Exhibit A

Tract 2

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the south side of, but not adjoining, Cochran Road (a variable public right-of-way), adjoining the property of Marion M. Easley and wife, Vivian B. Easley (Book 296, Page 86, Cabarrus County Registry), the property of Angel Rivera (Book 9938, Page 04, Cabarrus County Registry), being a tract of land consisting of 0.258 acre, and 11251.69 square feet, and being designated as Lot No. 3 on the RECOMBINATION PLAT OF 45.958 ACRES-COCHRAN ROAD, said plat being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 82, Page 15, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.



Total Area 2001942.69 sf 45.958 AC

The purpose of this revised plat is to revise property lines which were previously recorded in Map Bk. 76, Pg. 68 and to revise the previous Total Area recorded in Map Bk. 76, Pg. 68

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 255, page 199, 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 is 1:114,188; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 17th day of October, A.D., 2019.

- 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, PLS #4444



NorStar Land Surveying, Inc.
552-E Newell Street NW
Concord, NC 28025
Ph 704.721.6651
Fax 704.721.6653
Firm Lic. # C-2294

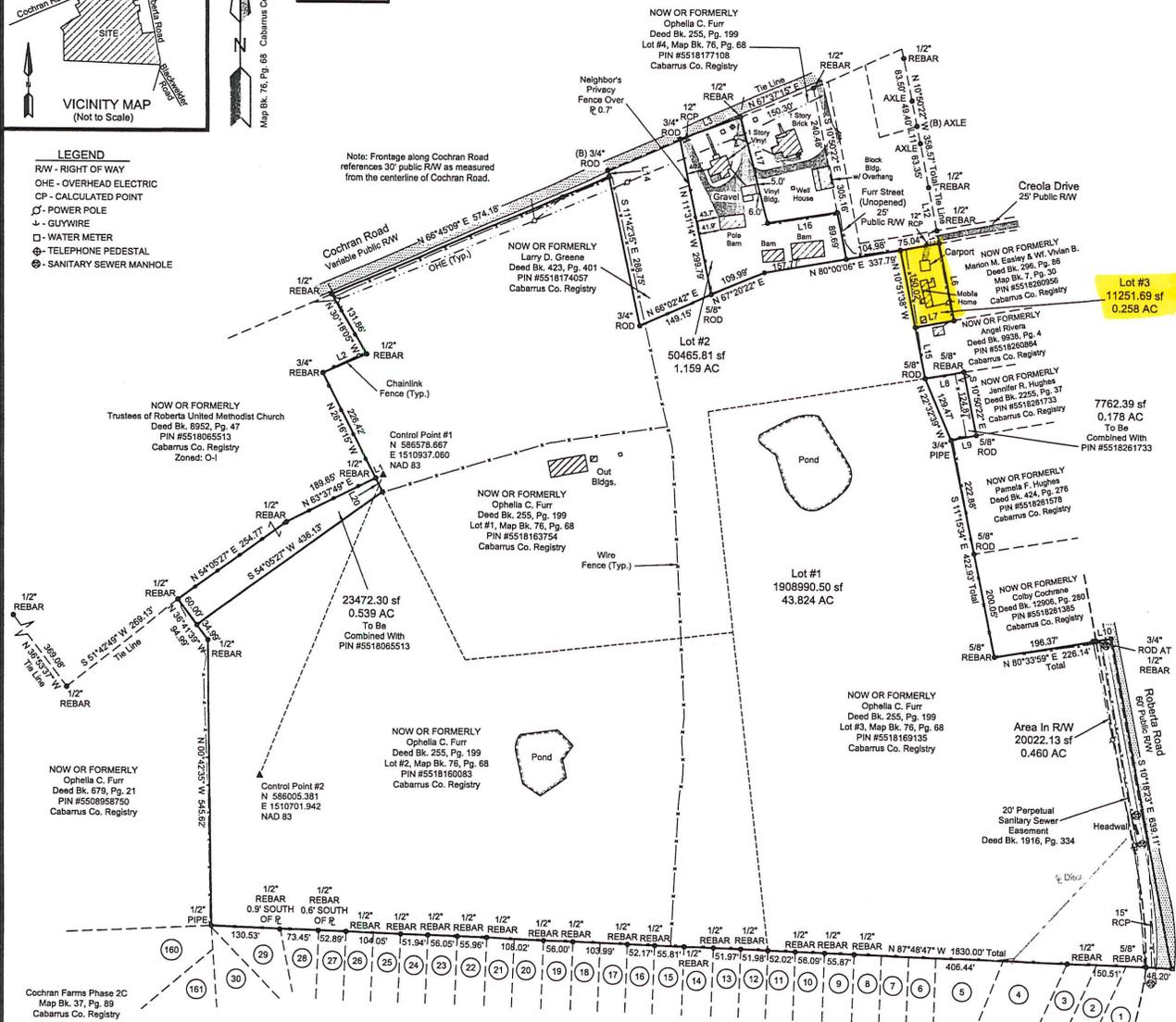
Owner: Ophelia C. Furr
Deed Bk. 423, Pg. 401
PIN #5518177108
Cabarrus Co. Registry

Prepared for: Cabarrus County Schools
45.958 AC - Cochran Road
Township No. 2 Cabarrus County, NC
RECOMBINATION PLAT

DATE August 22, 2019
SCALE 1" = 150'
NLS NO. 19154
DRAWN BY S. Kimrey
CHECKED BY S. Dyer

- LEGEND
RW - RIGHT OF WAY
OHE - OVERHEAD ELECTRIC
CP - CALCULATED POINT
P - POWER POLE
W - WATER METER
TELEPHONE PEDESTAL
SANITARY SEWER MANHOLE

Note: Frontage along Cochran Road references 30' public RW as measured from the centerline of Cochran Road.

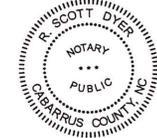


I hereby certify that I am the owner of the property shown and described hereon, and that I hereby adopt this plan of division of my property of my free consent, establishing any lines and features shown on this plat. Further, I certify the land as shown hereon is within the platting jurisdiction of Cabarrus County.

Ophelia C. Furr 10-22-19
Owner Date

Notary Public R. Scott Dyer
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Ophelia C. Furr personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the 22nd day of October, 2019.

Exhibit B



FILED Oct 24, 2019 10:52 am
BOOK 00082
PAGE 0015 THRU 0015
INSTRUMENT # 29345
EXCISE TAX \$0.00

- NOTES:
* Deed Reference - Deed Bk. 255, Pg. 199 Ophelia C. Furr Dated December 9, 1953 Recorded in Cabarrus Co. Registry
* Deed Reference - Deed Bk. 13003, Pg. 347 Ophelia C. Furr Trustee Dated May 18, 2018 Recorded in Cabarrus Co. Registry
* Map Reference - 46.592 AC - Cochran Road Dated February 19, 2018 Map Bk. 76, Pg. 68 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, Engineer
* No monument found within 200' of subject property.
* Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
* 1/2" rebar set at all corners unless otherwise noted.
* Zoned: MDR (All adjoining properties zoned MDR unless otherwise noted).
* Total number of lots = 3.
* Survey control is based on the NC Continuously Operating Reference Stations (CORS) GPS Network, NAD 83 (NSRS 2011).
* Subject property is not located within a 100 year flood hazard area per Community Flood Panel #3710551800 K, dated Nov. 18, 2018.
* All ponds on the subject property are to be used for livestock purposes only.
* Furr Street although unopened, some portions are used for driveways.
* The property is tax deferred.

Table with columns: Line, Bearing, Distance. Lists boundary measurements for lines L1 through L20.

REVIEW OFFICERS CERTIFICATE
State of North Carolina County of Cabarrus
I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Greg D. Belk 10/24/19
Review Officer Date



RM-2

RC

GREYSTONE DR SW

COCHRAN RD

FURST ST

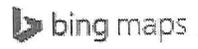
CREOLA DR

ROBERTIA RD

BROOKVILLE AVE SW

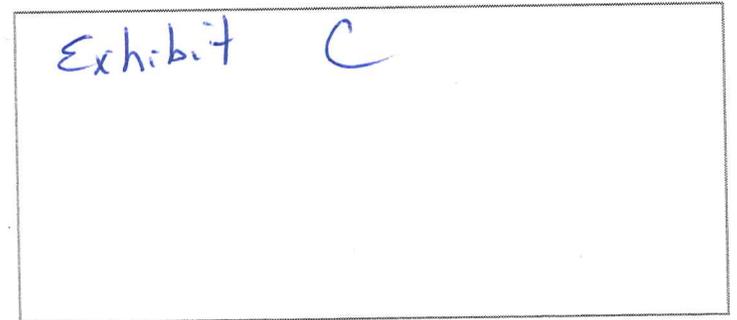
PINETREE AVE SW

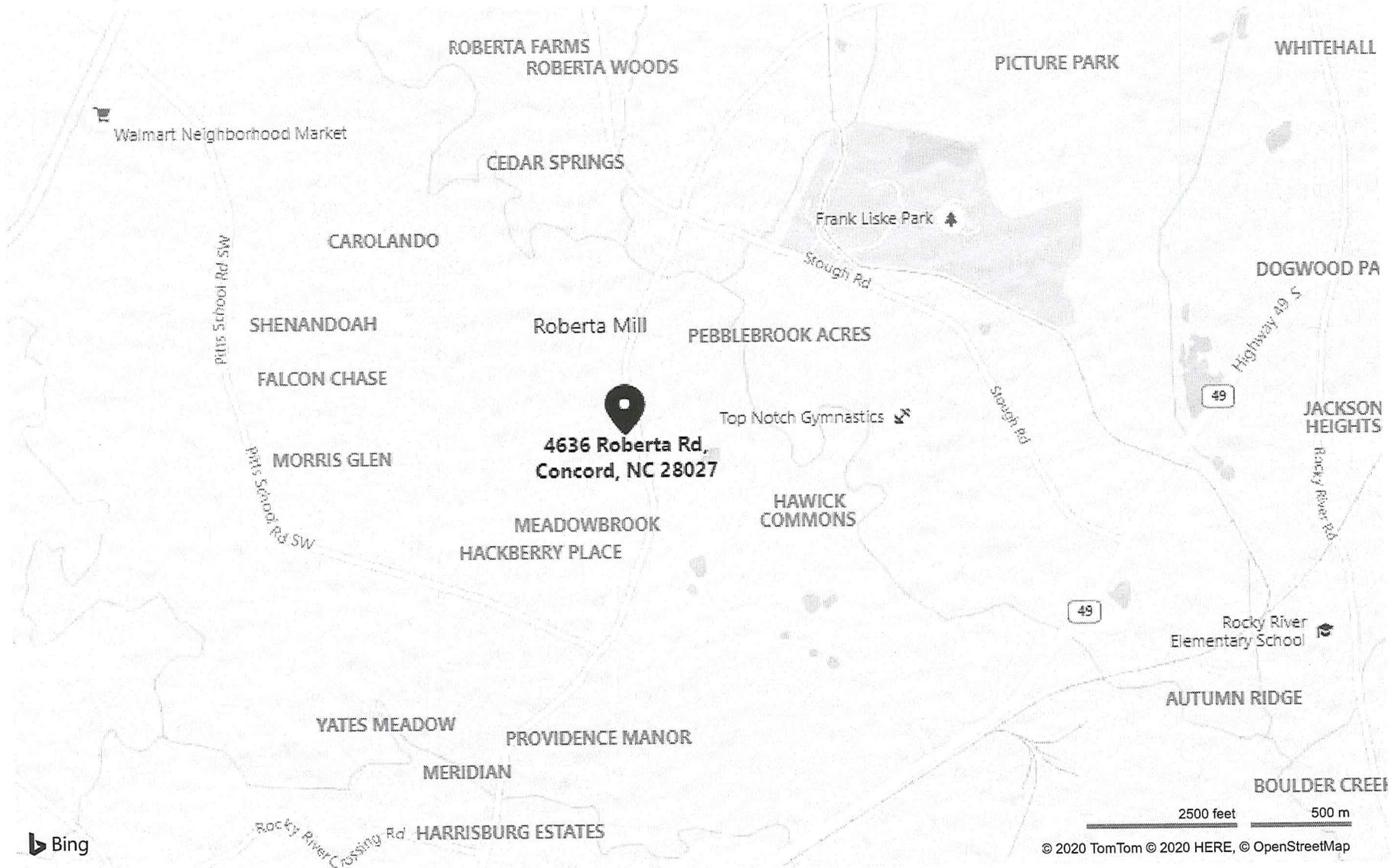
WENDY LN
TRIUMPH DR SW



4636 Roberta Rd, Concord, NC 28027

Location: 35.351825, -80.6367533





SCANNED AND RETURNED

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

FILED Nov 20, 2019
AT 02:29 pm
BOOK 13851
START PAGE 0305
END PAGE 0307
INSTRUMENT # 32363
EXCISE TAX \$0.00
MDW

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

REVENUE STAMPS: None
PIN: p/o 5518-16-3754

NO TITLE OPINION RENDERED NOR IMPLIED

NORTH CAROLINA

GENERAL WARRANTY DEED

CABARRUS COUNTY

THIS GENERAL WARRANTY DEED, made this 19th day of November, 2019, by and between **OPHEILA C. Furr (Unmarried)**, whose mailing address is c/o Rodney Furr, 4021 Cochran Road, SW, Concord NC 28027, Grantor, and **JODY F. SMITH (single)**, whose mailing address is 3681 Cochran Road, S.W., Concord, NC 28027, Grantee.

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

WITNESSETH:

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

3/20

Tract 1

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the south side of Cochran Road (a variable public right-of-way), adjoining the property of the Grantor (Book 255 Page 199, Cabarrus County Registry), Larry D. Greene (Book 423, Page 401, Cabarrus County Registry), and others, and being a tract of land consisting of 1.159 acres, and 50,465.81 square feet, and being designated as Lot No. 2 on the RECOMBINATION PLAT OF 45.958 ACRES-COCHRAN ROAD, said plat being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 82, Page 15, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

Tract 2

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the south side of, but not adjoining, Cochran Road (a variable public right-of-way), adjoining the property of Marion M. Easley and wife, Vivian B. Easley (Book 296, Page 86, Cabarrus County Registry), the property of Angel Rivera (Book 9938, Page 04, Cabarrus County Registry), being a tract of land consisting of 0.258 acre, and 11251.69 square feet, and being designated as Lot No. 3 on the RECOMBINATION PLAT OF 45.958 ACRES-COCHRAN ROAD, said plat being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 82, Page 15, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

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

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

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

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

parcel of land.

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

Ophelia C. Furr (SEAL)
Ophelia C. Furr

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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

Witness my hand and notarial stamp, this the 19th day of November, 2019.

Crystal D Almond
Notary Public

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





Subject Property



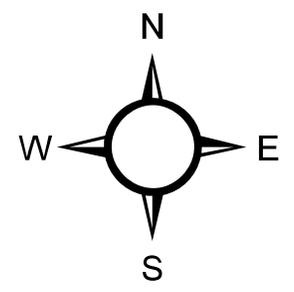
ANX-13-20

Jody Smith

4636 Roberta Rd

Annexation
Request

PIN: 5518-16-9974



Source: City of Concord
Planning Department

Disclaimer

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

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 0.258 ACRES LOCATED AT
4636 ROBERTA ROAD, CONCORD NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Jody F. Smith, on December 8th and 10th, 2020 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at via a virtual multimedia platform, on December 8th and 10th, 2020 after due notice by The Independent Tribune on November 27th, 2020; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 10th day of December 2020:

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the south side of, but not adjoining, Cochran Road (a variable public right-of-way), adjoining the property of Marion M. Easley and wife, Vivian B. Easley (Book 296, Page 86, Cabarrus County Registry), the property of Angel Rivera (Book 9938, Page 04, Cabarrus County Registry), being a tract of land consisting of 0.258 acre, and 11251.69 square feet, and being designated as Lot No. 3 on the RECOMBINATION PLAT OF 45.958 ACRES-COCHRAN ROAD, said plat being on the file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 82, Page 15, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

SECTION 2. Upon and after the 10th day of December, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 10th day of December 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

Meeting Date

December 8th and 10th, 2020

Annexation Staff Report

The subject property is located at 4636 Roberta Rd, encompasses approximately 0.258 acres, and is owned by Jody F. Smith. Although addressed as Roberta Rd, the parcel is on the south side of Creola Dr. and does not abut Roberta Rd. The property is currently improved with a manufactured home, utility building, and carport.

In March of 2020, City Council annexed the +/- 45.9 acre parcel to the west, owned by Cabarrus County, and the future location of the new middle school. During the design and construction process, the County discovered that the septic system for the property located at 4636 Roberta Rd was located on the Middle School's site and would need to be removed. Because of the small size of the subject parcel, installation of a new septic system onsite is not feasible. City Council heard a preliminary application for utility extension, determined that the site could be served by City utilities, and voted for the petitioner to move forward with a request for annexation. In accordance with Council's decision, the petitioner has requested annexation in order to connect to City utilities.

Should the property be annexed, the City will administratively recommend that a zoning classification of RV (Residential Village) be applied to the subject parcel. This zoning designation was chosen for consistency with the existing lot size and for compliance with the 2030 Land Use Plan which designates the property as Suburban Neighborhood.

Meeting Date

December 8, 2020

Annexation Staff Report

The subject property consists of two parcels totaling +/- 26.35 acres, located at 3070 and 3100 Zion Church Rd, owned by Frank Shepardson. The authorized petitioner is Kate Underwood of CESI.

The subject property has frontage on both Zion Church Rd and Amhurst St. NW. The developer/owner proposes annexation for the purpose to creating two new separate developments. The property would be divided, north to south, and the eastern half would be rezoned to I-1 (Light Industrial) for the purpose of a future industrial development. This component totals approximately 16.6 acres. In accordance with the preliminary site plan, the industrial development is proposed to have access from Zion Church Rd and would not connect to Amhurst St. As the request is for straight I-1 zoning, all uses within the I-1 zoning district would be permitted. A detailed site plan has not been submitted to depict how the industrial component would be laid out during development because the request is not a conditional district. Staff has no objection to the request for straight I-1 zoning in this case as the 2030 Land Use Plan designates the subject property as Industrial/Employment. The western component is proposed to be rezoned to RC-CD (Residential Compact Conditional District) for the purpose of creating a single-family detached neighborhood. The residential component totals approximately 9.9 acres. A preliminary site plan depicts a maximum of 42 homes with a minimum lot size of 5,000sf. It should be noted that the preliminary site plan has only been through one review cycle and technical changes will be required. This could result in a loss of lots but it is possible that 42 single-family detached lots could be created. The proposal also includes a 50ft wide undisturbed buffer between the two uses.

The property is currently zoned O-I (Office Institutional) and MDR (Medium Density Residential) in Cabarrus County. The 2030 Land Use Plan designates the subject property as Industrial Employment for which I-1 is considered a corresponding zoning classification. However, RC-CD is not considered a corresponding zoning classification and in order to approve this portion of the rezoning, if annexed, a Land Use Plan modification would be required. Therefore, should Council agree to annex the subject property, the rezoning request will be presented to the Planning and Zoning Commission for review and recommendation to City Council. The rezoning request will ultimately come back before City Council for a final decision on the zoning and the Land Use Plan amendment. Should Council decide to annex and rezone the residential component, Staff

will recommend that the Land Use Plan be modified on the +/- 9.9 acres to Urban Neighborhood for consistency with the properties to the south and west.

Multiple parties have reached out to the City concerning the subject property over the past several years. The majority have inquired about annexation and rezoning for the development of townhomes or single-family detached across the entirety of the site. Staff has advised all parties that this section of Zion Church Road presents an opportunity for preservation of industrial development prospects. However, the current request allows for preservation of the industrial property fronting on Zion Church Rd and allows a transition to residential, disallowing industrial access and development adjacent to the established residential properties to the west. Staff has no objection to the petitioner's proposal for annexation and slit zoning/development of the site.



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

Petition for Annexation into the Concord City Limits

Section A Submittal Checklist	
<p>Please include all of the following (check off). If any information is missing from the application package, you will be asked to resubmit the petition with all required materials. Please carefully check the list below before you submit:</p>	
<p>Required – An incomplete application will delay the annexation process.</p>	
X	<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>
X	<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>
X	<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>
X	<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>
X	<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>. Please include signatures of new owners if ownership will change during the annexation process.</p>
X	<p>Notary Statements for each signature</p>
X	<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>
X	<p>\$300.00 Application Fee</p>
X	<p>A letter authorizing a developer or agent to handle annexation petition (e.g. withdraw, delay/reactivate petition).</p>
X	<p>This application form (Sections A, B, C, and D) completed, dated and signed 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>Section E (Supplemental Information)</p>
X	<p>Copy of any proposed plans, which may include but is not limited to a preliminary site plan or final site plan</p>
X	<p>Appropriate application(s) for City of Concord Planning & Zoning Commission (Rezoning Petition)</p>
X	<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 Zion Church Subdivision

Street Address 3070 Zion Church Rd. Concord, NC 28025, 3100 Zion Church Rd. Concord, NC 28025

Cabarrus County Property Identification Number(s) list below

P.I.N. 55298427760000

P.I.N.

P.I.N.

P.I.N. 55298485500000

P.I.N.

P.I.N.

Acreage of Annexation Site 26.35 AC

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

Person to contact if there are questions about the petition

Name Kate Underwood

Address 45 Spring St. SW Concord, NC 28025

Phone 980.234.7500

Fax # 704-786-7454

Email kateunderwood@cesicgs.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

Lying and being in No. 11 Township, Cabarrus County, N.C., and being Tract No. 2 of the PROPERTY OF JOHN R. FURR AND WIFE IVY D. FURR as surveyed and platted by J. L. Blackley, RLS, on the 25th day of July 1981, and a copy of said plat being on file in the Office of the Register of Deeds for Cabarrus County, N.C., in Map Book No. 18 page 96, to which recorded plat reference is hereto made for a more complete description as to metes and bounds, and being a part of the property as conveyed by deed dated September 22nd, 1949, from A. E. Litaker, et. al., to John R. Furr and wife, Ivy Furr, said deed being duly recorded in the Office of the Register of Deeds for Cabarrus County, NC, in Deed Book No. 212, page 280.

PLEASE SEE Exhibit A for 3100 Zion Church Metes and Bounds.

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:

X

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 18 day of NOVEMBER, 2020 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 FRANK STEPHENSON FOR ANDON BEHALF OF MANROE 4124 INC Phone _____

Address 230 WOODERWOOD DR CHARLOTTE NC 28211

Signature [Signature] PRESIDENT Date 11.18.2020

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

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

PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Mecklenburg

Use this section for individual landowners.

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

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

I, Cecil W Mann Jr. [Notary's Name], a Notary Public for said County and State, do hereby certify that FRANK SHEPHERDSON [Representative for Landowner], a duly authorized representative for MANROSE 3124 INC [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is PRESIDENT [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-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 18 day of November, 2020

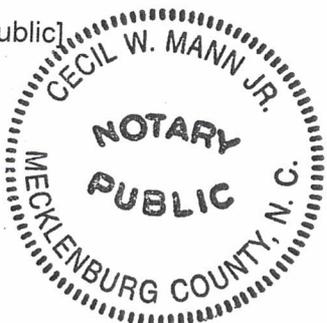
Cecil W Mann Jr.

Notary Public

My commission expires March 20, 2022

[SEAL of Notary Public]

Notary's Stamp:



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 18 day of NOVEMBER, 2020 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 FRANK SHEPHERDSON Phone 704 280 9208

Address 230 WOODERWOOD DR CHARLOTTE NC 28211

Signature *Frank Shepherdson* Date 11-18-2020

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Mecklenburg

Use this section for individual landowners.

I, Cecil W Mann [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, FRANK SHEPHERDSON [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 purposes therein expressed for and on behalf of said Landowners.

Witness my hand and official seal this 19 day of November, 2020.

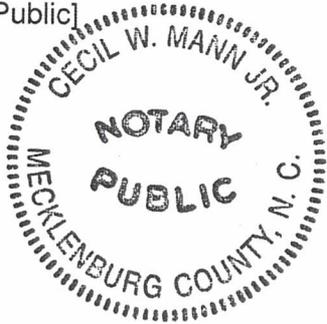


Notary Public

My commission expires March 20, 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					26.35 AC				
Current Population of Area					None				
Current Zoning of Area					O-I, MDR				
Desired City Zoning of Area					R-C, I-1				
Proposed Use (i.e. residential, commercial, or industrial)					Residential, Industrial				
Estimated Total Value of Residential Units for the Proposed Development					\$11,000,000				
Total Proposed Number of Dwelling Units					49				
Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)					Single Family Detached				
Year 1	NA	Year 2	NA	Year 3	NA	Year 4	NA	Year 5	NA
Estimated Total Value of Business Units for the Entire Proposed Development									
Commercial Value		NA		Industrial Value		tdb		Other (not-for-profit) Value	
Proposed Number of Commercial									
Year 1	0	Year 2	0	Year 3	0	Year 4	0	Year 5	0
Proposed Number of Industrial 7 (time frame to be determined)									
Year 1	1	Year 2	NA	Year 3	NA	Year 4	NA	Year 5	NA
Proposed Number of Other (not-for-profit)?									
Year 1	0	Year 2	0	Year 3	0	Year 4	0	Year 5	0

Section E (continued) Supplemental Information

Street Information									
Proposed total linear mileage of roadway installed					1,328 lf				
Year 1	1,328	Year 2		Year 3		Year 4		Year 5	
Proposed total number of non-state maintained street miles									
Year 1		Year 2		Year 3		Year 4		Year 5	

Water Information									
Typical water service(s) (i.e. ¾", 1", etc.)					3/4" for single family homes, up to 2" for industrial + fire protection				
Number of services installed by developer (by service type)					49				
Year 1	49	Year 2		Year 3		Year 4		Year 5	
Number of services requested (by service type)					49 for residential, 7 for industrial				
Year 1	49	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									
Year 1		Year 2		Year 3		Year 4		Year 5	

Sewer Information									
Typical sewer service(s) (i.e. 4", 6", 8" etc.)					6" single family sewer services				
Number of services installed by developer (by service type)					49 for residential + 6" -8" for industrial users in future				
Year 1	49+1	Year 2		Year 3		Year 4		Year 5	
Number of services requested (by service type)									
Year 1	49+1	Year 2		Year 3		Year 4		Year 5	
Estimated Mileage of Water Pipe Needed					1,328 lf for residential, 2,580 ft water extension				
Year 1	3,900 lf	Year 2		Year 3		Year 4		Year 5	

Section E (continued) Supplemental Information

Solid Waste Data									
Number of Rollouts needed for Multi-Family Units					0				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units using City rollout collection					Up to 7 for industrial site in future				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing corrugated (cardboard) recycling					Up to 7 for industrial site in future				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing white paper pick-up (recycling)					Up to 7 for industrial site in future				
Year 1		Year 2		Year 3		Year 4		Year 5	

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

City Contact Information

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

EXHIBIT A

Metes and Bounds Description for 3100 Zion Church Rd.:

BEGINNING at an iron stake on the East side of Zion Church Road, a corner of the W. F. Litaker Estate, and runs thence with the line of Litaker, and the line of J. H. Sossamon, North 67-45 West (passing an iron stake on line at 35.0 feet, a corner of Litaker and Sossamon) 432.21 feet to an iron stake in the line of Sossamon, a new corner of John R. Furr; thence a new line of Furr, North 22-15 East 200.0 feet to an iron stake, a new corner; thence a new line of Furr, South 67-15 East (passing an iron stake on line at 310.7 feet) 394.9 feet to an iron stake on the East side of Zion Church Road, and in the line of the W. F. Litaker Estate; thence with the old line of Litaker, South 11-31 West 200.0 feet to the BEGINNING, containing 1.88 acres.

Record 212

THIS INDENTURE, Made this the 22nd day of September in the year of our Lord one thousand, nine hundred and 49 Between
 A. E. Litaker and wife Lucy Litaker, O. W. Litaker and wife Louie Litaker, Sallie L. Mabrey and husband B. M. Mabrey, Minnie Garmon and husband Hubert Garmon, Marshall Litaker and wife Kathleen Litaker, Nettie Thomas and husband James Thomas, L. R. Litaker and wife Idell Litaker and C. W. Litaker
 (Single) of the County of CABARRUS and State of North Carolina, part of the first part, and
 John Furr and wife Iva B. Furr

of the County of Cabarrus and State of North Carolina, part of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to the said part 1st of the first part, in hand paid, the receipt whereof is hereby acknowledged, ha. Ye bargained, sold and conveyed, and by these presents do bargain, sell and convey, unto the said part 1st of the second part, their heirs and assigns

the following described real estate, situate, lying and being in the County of Cabarrus No. 11 Township and State of North Carolina, bounded and described as follows, to wit:

Being in No. 11 Township, adjoining the lands of Ed Saunders, C. K. White, D. C. Caldwell, the Reed Estate and others;

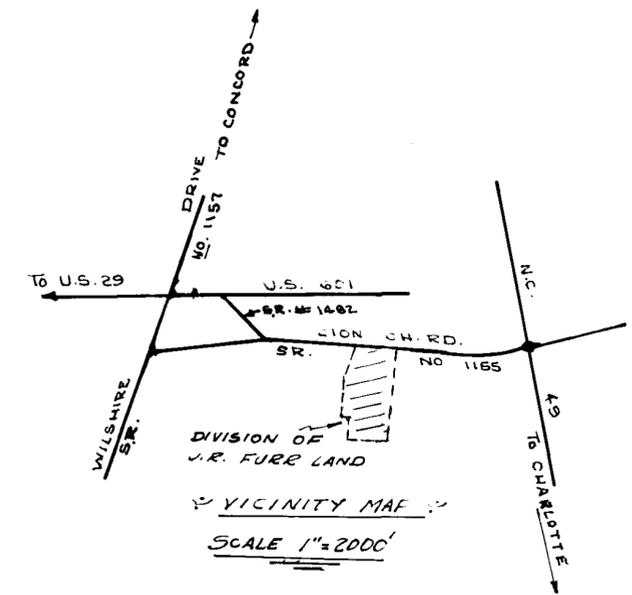
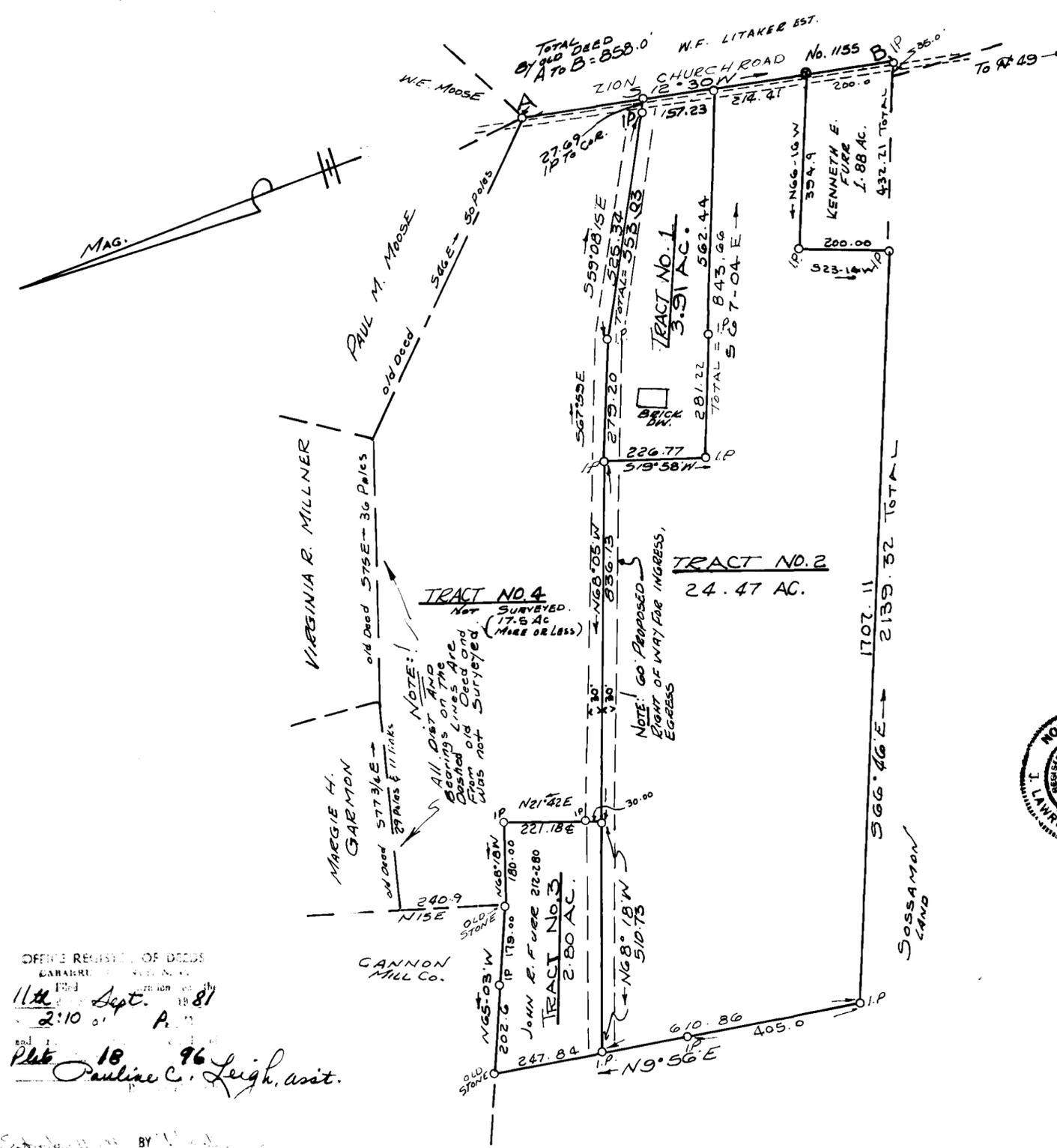
Beginning at a stone by a large poplar, G. R. Whites and Dr. Caldwell corner and runs thence with three of said Caldwell's lines as follows; 1st. S. 70 E. 23 poles to a stone on steep bluff near branch thence 2nd, crossing the branch, N. 15 E. 26 poles to a hickory, thence 3rd, N. 39½ E. 41 poles to a stone by a P. O., Caldwell's corner in the line of the Lee land; thence with said Lee land and the Reed estate S. 2½ W. 46 poles to a W. O. Stump; thence S. 75 E. 36 poles by a small Ash; thence with Will Lee's line S. 46 E. 50 poles to a stone W. E. Litaker's corner in the East edge of said Zion Concord road; thence with the East edge of said road, crossing branch, S. 7 W. 52 poles to an iron stake in the East edge of road, Ed Saunders corner thence with Ed Saunders line N. 68½ W. 129½ poles to an iron stake Ed Saunders corner on C. K. Whites line, thence with C. R. Whites line N. 6¼ E. 52 poles to the Beginning, containing 55.1 acres, more or less, Less however, that tract of land sold by said W. E. Litaker to James McClure by deed dated December 31, 1913 and recorded in Deed Book No. 81 page 542.

Grantors being the only heirs at law of W. E. Litaker, deceased who died in 1941.

I.R. Stamp \$3.30

CERTIFICATE OF SURVEY & ACCURACY
 I, J. L. Blackley Certify that this map was drawn from an actual field survey, along with the use of other deeds and other recent surveys and from the deed description as recorded in Book 212 Page 280 as recorded in Cabarrus County Register of Deeds. That the error of closure is 1 ft. in 8000 ft.; that this map was prepared in accordance with G.S. 17-30 as amended.
 Witness My Hand And Seal This 8TH Day of SEPTEMBER 1981

STATE OF NORTH CAROLINA
 CABARRUS COUNTY
 I, Carl L. Hatley A Notary Public of Cabarrus County, do certify that J. L. Blackley Personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness My Hand and Material Seal
 This 8TH Day of September 1981
Carl L. Hatley
 NOTARY PUBLIC
 My Commission Expires January 16th 1984



OFFICE REGISTER OF DEEDS
 CABARRUS COUNTY
 Filed 11th Sept. 1981
 2:10 P.M.
 Plat 18 Page 96
Pauline C. Leigh, asst.

RECEIVED BY
 CABARRUS COUNTY PLANNING DEPARTMENT



PROPERTY OF JOHN R. FURR WIFE IVA ROUTE #7 BOX #220 CONCORD NC 28025		
NO. 11 TOWNSHIP CABARRUS COUNTY	SCALE 1"=200	DRAWN BY J. L. Blackley 8/24/81
PLAT OF JOHN R. FURR LAND RECORDED IN DB 212 PG. 280		
SURVEYED 7/25/81	BY J. L. BLACKLEY 65 PARK DR. CONCORD NC R15 #L-938	FILE 1-F

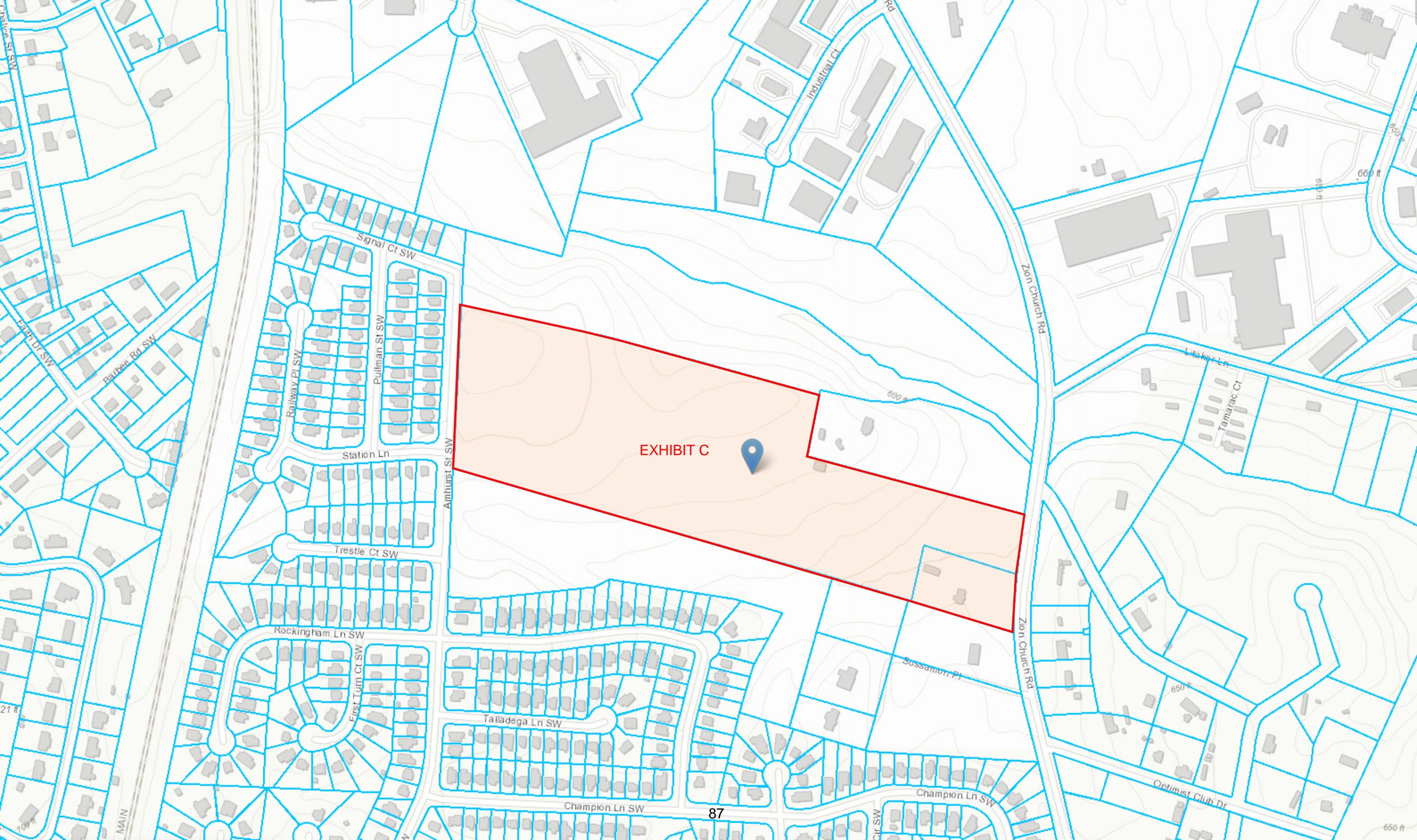


EXHIBIT C

PROJECT NAME: ZION CHURCH SUBDIVISION

ADDRESS: 3070 ZION CHURCH RD.

CONCORD NC, 28025

LIST OF CURRENT ADJACENT PROPERTY OWNERS:

1. YETTER, KORY VINCENT
3030 ZION CHURCH RD CONCORD, NC 28025
2. IME INVESTMENT GROUP INC
3150 ZION CHURCH RD CONCORD NC 28025
3. SHUTTERS, TRENA M.
SHUTTERS, BRIAN S. HSB
3152 SOSSAMON PL CONCORD NC 28025
4. LEEPARD, BRIAN SCOTT
464 AMHURST ST SW CONCORD NC 28025
5. DEESE, BRENDA G.
3033 ZION CHURCH RD CONCORD, NC 28025
6. SMITH, DANA L.
539 AMHURST ST SW CONCORD, NC 28025
7. SORIANO ARMANDO &
SORIANO ELENA V
535 AMHURST ST SW CONCORD, NC 28025
8. MNSF T2 SPE LLC
531 AMHURST ST SW CONCORD NC 28025
9. HOUSTON ROBERT R JR TRUSTEE
HOUSTON DIANE J TRUSTEE
527 AMHURST ST SW CONCORD NC 28025
10. THOMPSON KIMBERLY S
523 AMHURST ST SW CONCORD NC 28025
11. VIAR MARIAN H
519 AMHURST ST SW CONCORD, NC 28025
12. ROBERT JAMES
515 AMHURST ST SW CONCORD, NC 28025
13. VILLEGAS JURADO VIRGINIA
SIERRA PABLO A HSB
511 AMHURST ST SW CONCORD NC 28025
14. SFR JV-1 PROPERTY LLC
507 AMHURST ST SW CONCORD NC 28025
15. TAH 2017-2 BORROWER LLC
503 AMHURST ST SW CONCORD NC 28025

FILED	Oct 19, 2020
AT	10:14:00 AM
BOOK	14590
START PAGE	0315
END PAGE	0317
INSTRUMENT #	36219
EXCISE TAX	\$400.00

Prepared by:
Law Offices of Robert M. Critz, P.A.
P.O. Box 745, Concord, NC 28026-0745
File # 28516-C

Return to:
John Miller Law Firm, PLLC
2145 McClintock Road, #112
Charlotte, NC 28205

PIN: 5529-84-8550
Revenue Stamps: \$400.00

NO TITLE OPINION RENDERED NOR IMPLIED

NORTH CAROLINA

GENERAL WARRANTY DEED

CABARRUS COUNTY

THIS GENERAL WARRANTY DEED, made this 14th day of October, 2020, by and between **LINDA J. FURR (Single)**, Grantor, and **FRANK SHEPHERDSON (Married)**, whose mailing address is 230 Wonderwood Drive, Charlotte, North Carolina, 28211, Grantee.

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

W I T N E S S E T H:

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

(Old Description)

Lying and being in No. 11 Township, Cabarrus County, North Carolina, on the west side of Zion Church Road, and being a part of the lands of John R. Furr and wife, Iva B. Furr, the deed for which is on file in the Office of Register of Deeds for Cabarrus County, N.C., in Deed Book 212, page 280, and adjoining the lands of John R. Furr, J. H. Sossamon, and the W. F. Litaker Estate, and is bounded as follows:

BEGINNING at an iron stake on the East side of Zion Church Road, a corner of the W. F. Litaker Estate, and runs thence with the line of Litaker, and the line of J. H. Sossamon, North 67-45 West (passing an iron stake on line at 35.0 feet, a corner of Litaker and Sossamon) 432.21 feet to an iron stake in the line of Sossamon, a new corner of John R. Furr; thence a new line of Furr, North 22-15 East 200.0 feet to an iron stake, a new corner; thence a new line of Furr, South 67-15 East (passing an iron stake on line at 310.7 feet) 394.9 feet to an iron stake on the East side of Zion Church Road, and in the line of the W. F. Litaker Estate; thence with the old line of Litaker, South 11-31 West 200.0 feet to the BEGINNING, containing 1.88 acres.

SUBJECT TO the following described right-of-way:

BEGINNING at an iron stake on the East side of Zion Church Road, a corner of the Litaker Estate, and runs thence with the East side of Zion Church Road, South 11-31 West 30.0 feet to a point in center of said road; thence North 67-45 West 310.7 feet to stake; thence North 22-15 East 30.0 feet to a stake; thence South 67-15 East (passing an iron stake on line at 310.7 feet) 394.8 feet to the BEGINNING.

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

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

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

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

Linda J. Furr
Linda J. Furr

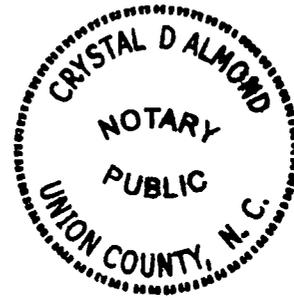
**NORTH CAROLINA
CABARRUS COUNTY**

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

Witness my hand and notarial seal, this the 14th day of October, 2020.

Crystal D Almond
Notary Public

My Commission Expires: 4/25/23



(Notary Seal)

This Indenture Made this the 20th day of February
in the year of our Lord one thousand nine hundred and seven between
E. F. White and wife M. B. White

of the county of Cabarrus and State of North Carolina, of the first part, and

W. E. Litaker

of the county of Cabarrus and State of North Carolina, of the second part,

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of
Twenty-seven Hundred and fifty Dollars,
to the said part 1st of the first part, in hand paid, the receipt whereof is hereby acknowledged, has bar-
gained, sold and conveyed, and by these presents do bargain, sell and convey, unto the said part 2d of
the second part, his heirs and assigns

the following described real estate, situate, lying and
being in the County of Cabarrus, and State of North Carolina, bounded as follows, to-wit:

Being in Mill Township adjoining the lands
of Ed. Saunders, C. B. White, S. G. Caldwell, the
Reed estate and others

Beginning at a stone by a large poplar,
C. B. White's and Dr. Caldwell corner and run
thence with three of said Caldwell's lines
as follows, 1st S 70 E 23 poles to a stone on
a steep bluff near branch, thence 2nd
crossing the branch, N 15 E 26 poles to a
hickory; thence 3rd N 39 1/2 E 41 poles to a stone
by P. O. Caldwell's corner in the line of Lee lands;
thence with said Lee land and the Reed estate
S 2 1/2 W 46 poles to a P. O. stump; thence S 75 E 36
poles by small Ash; thence with Hill Lee's
line S 16 E 50 poles to a stone, W. E. Litaker's
corner in the East edge of said Zion-Panwood
Road; thence with the East edge of said road
crossing branch, S 7 W 52 poles to an iron stake
in the east edge of road, Ed. Saunders's corner;
thence with Ed. Saunders's line N 68 1/2 W 129 1/2 poles
to an iron stake Ed. Saunders's corner on C. B.
White's line; thence with C. B. White's line
N 6 1/2 E 52 poles to the beginning, containing
55.1 acres more or less

FILED	Sep 11, 2020
AT	03:02:00 PM
BOOK	14490
START PAGE	0114
END PAGE	0116
INSTRUMENT #	30868
EXCISE TAX	\$800.00

Prepared by:
Law Offices of Robert M. Critz, P.A.
P.O. Box 745, Concord, NC 28026-0745
File # 28516-C

Return to:
John Miller Law Firm, PLLC
21475 McClintock Road, #112
Charlotte, NC 28205

PIN 55298427760000 Excise Tax: \$800.00

NORTH CAROLINA

SPECIAL WARRANTY DEED

CABARRUS COUNTY

THIS SPECIAL WARRANTY DEED, made this 8th day of September, 2020, by and between **LINDA J. FURR (Single)**, Grantor, and **MONROE 3124 INC.**, a North Carolina corporation, whose mailing address is 230 Wonderwood Drive, Charlotte, North Carolina, 28211, Grantee.

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

W I T N E S S E T H :

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

Submitted electronically by John Miller Law Firm, PLLC in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Cabarrus County Register of Deeds.

Lying and being in No. 11 Township, Cabarrus County, N.C., and being Tract No. 2 of the PROPERTY OF JOHN R. FURR AND WIFE IVY D. FURR as surveyed and platted by J. L. Blackley, RLS, on the 25th day of July 1981, and a copy of said plat being on file in the Office of the Register of Deeds for Cabarrus County, N.C., in Map Book No. 18 page 96, to which recorded plat reference is hereto made for a more complete description as to metes and bounds, and being a part of the property as conveyed by deed dated September 22nd, 1949, from A. E. Litaker, et. al., to John R. Furr and wife, Ivy Furr, said deed being duly recorded in the Office of the Register of Deeds for Cabarrus County, NC, in Deed Book No. 212, page 280.

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

The Grantor covenants with the Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

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

[Signature to Appear on Following Page]

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

Linda J. Furr
Linda J. Furr

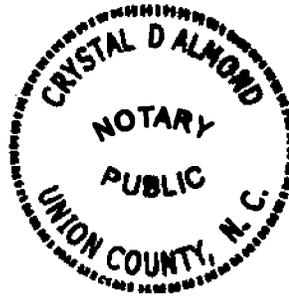
**NORTH CAROLINA
CABARRUS COUNTY**

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

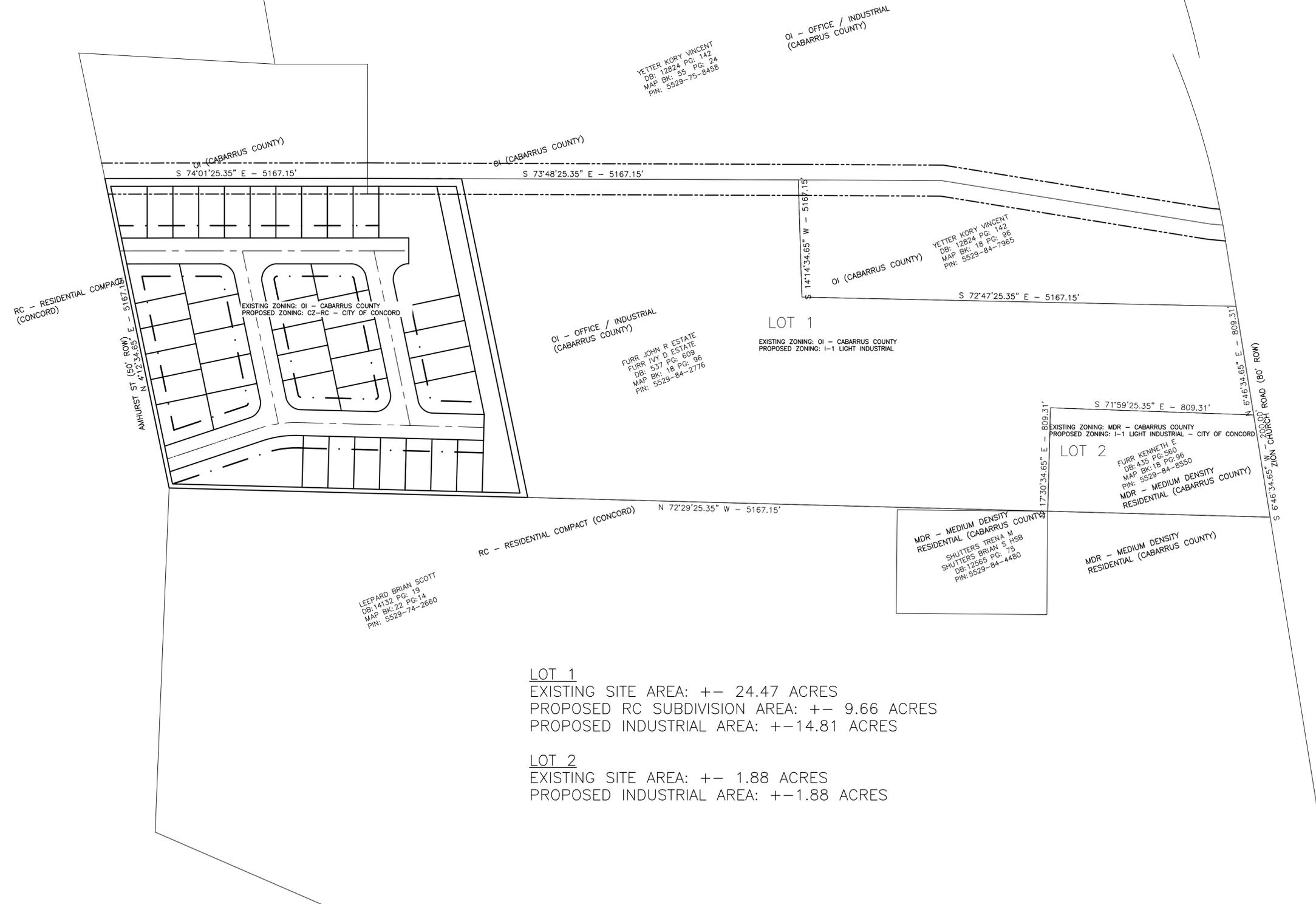
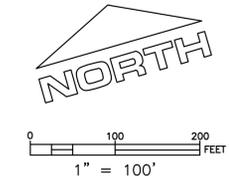
Witness my hand and notarial seal, this the 8th day of September, 2020.

Crystal D Almond
Notary Public

My Commission Expires: 4/25/23



(Notary Seal)



LOT 1
EXISTING SITE AREA: +- 24.47 ACRES
PROPOSED RC SUBDIVISION AREA: +- 9.66 ACRES
PROPOSED INDUSTRIAL AREA: +-14.81 ACRES

LOT 2
EXISTING SITE AREA: +- 1.88 ACRES
PROPOSED INDUSTRIAL AREA: +-1.88 ACRES

North Carolina One-Call Center
 2 DAYS BEFORE DIGGING IN
 CALL 1-800-637-4949
 CONTRACTORS SHALL CONTACT
 EVERY 10 DAYS FOR AN UPDATE
 TO UTILITY LOCATIONS.
 Call BEFORE you DIG!
 "It's The Law"

REVISION	DATE	DESCRIPTION

ZION CHURCH SUBDIVISION
 OVERALL DEVELOPMENT PLAN
 3070 ZION CHURCH RD., CONCORD, NC
 MONROE 3124, LLC
 PROJECT MANAGER: KWU
 APPROVED BY: KWU
 PROJECT START: 10.12.2020
 CESI PROJECT NO. 200524.000
 DRAWN BY: KWU
 CHECKED BY: NUB

CESI CIVIL
 GEOTECHNICAL
 SURVEYING
 PO BOX 268
 CONCORD, NC 28026-0268
 P. 704.786.5404
 F. 704.786.7454
 www.cesigs.com
 NCBELS CORP. NO. C-0263
 ©COPYRIGHT 2012

ENGINEERS SEAL
 PRELIMINARY
 NOT FOR
 CONSTRUCTION
 10/26/2020

C200



North Carolina One-Call Center
 2 DAYS BEFORE DIGGING IN
 CALL 1-800-637-4949
 CONTRACTORS SHALL CONTACT EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.
 Call BEFORE you DIG!
 "It's The Law"

REVISION	DATE	DESCRIPTION

ZION CHURCH SUBDIVISION
 AERIAL
 3070 ZION CHURCH RD., CONCORD, NC
 MONROE 3124, LLC
 PROJECT NO. 200524.000
 PROJECT MANAGER: KWU
 APPROVED BY: KWU
 CHECKED BY: NUB
 PROJECT START: 10.12.2020

CESI CIVIL GEOTECHNICAL SURVEYING
 PO BOX 268
 CONCORD, NC 28026-0268
 P. 704.786.5404
 F. 704.786.7454
 www.cesieng.com
 NCBELS CORP. NO. C-0263
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ENGINEERS SEAL
 PRELIMINARY
 NOT FOR
 CONSTRUCTION
 10/26/2020

C100

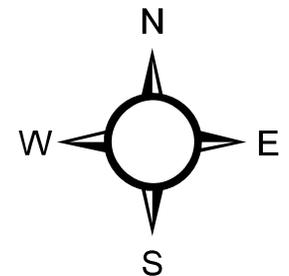
ANX-14-20

Kate Underwood
CESI

3070 & 3100
Zion Church Rd

Annexation

PINs
5529-84-2776 &
5529-848550



Source: City of Concord
Planning Department

Disclaimer

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



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 26.35 ACRES LOCATED AT
3070 AND 3100 ZION CHURCH RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Kate Underwood, CESI, on December 8th and 10th, 2020 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at via a virtual multimedia platform, on December 8th and 10th, 2020 after due notice by The Independent Tribune on November 27th, 2020; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 10th day of December 2020:

Parcel #1

Lying and being in No. 11 Township, Cabarrus County, N.C., and being Tract No. 2 of the PROPERTY OF JOHN R. FURR AND WIFE IVY D. FURR as surveyed and platted by J. L. Blackley, RLS, on the 25th day of July 1981, and a copy of said plat being on file in the Office of the Register of Deeds for Cabarrus County, N.C., in Map Book No. 18 page 96, to which recorded plat reference is hereto made for a more complete description as to metes and bounds, and being a part of the property as conveyed by deed dated September 22nd, 1949, from A. E. Litaker, et. al., to John R. Furr and wife, Ivy Furr, said deed being duly recorded in the Office of the Register of Deeds for Cabarrus County, NC, in Deed Book No. 212, page 280.

Parcel #2

BEGINNING at an iron stake on the East side of Zion Church Road, a corner of the W. F. Litaker Estate, and runs thence with the line of Litaker, and the line of J. H. Sossamon, North 67-45 West (passing an iron stake on line at 35.0 feet, a corner of Litaker and Sossamon) 432.21 feet to an iron stake in the line of Sossamon, a new corner of John R. Furr; thence a new line of Furr, North 22-15 East 200.0 feet to an iron stake, a new corner; thence a new line of Furr, South 67-15 East (passing an iron stake on line at 310.7 feet) 394.9 feet to an iron stake on the East side of Zion Church Road, and in the line of the W. F. Litaker Estate; thence with the old line of Litaker, South 11-31 West 200.0 feet to the BEGINNING, containing 1.88 acres.

SECTION 2. Upon and after the 10th day of December, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 10th day of December 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

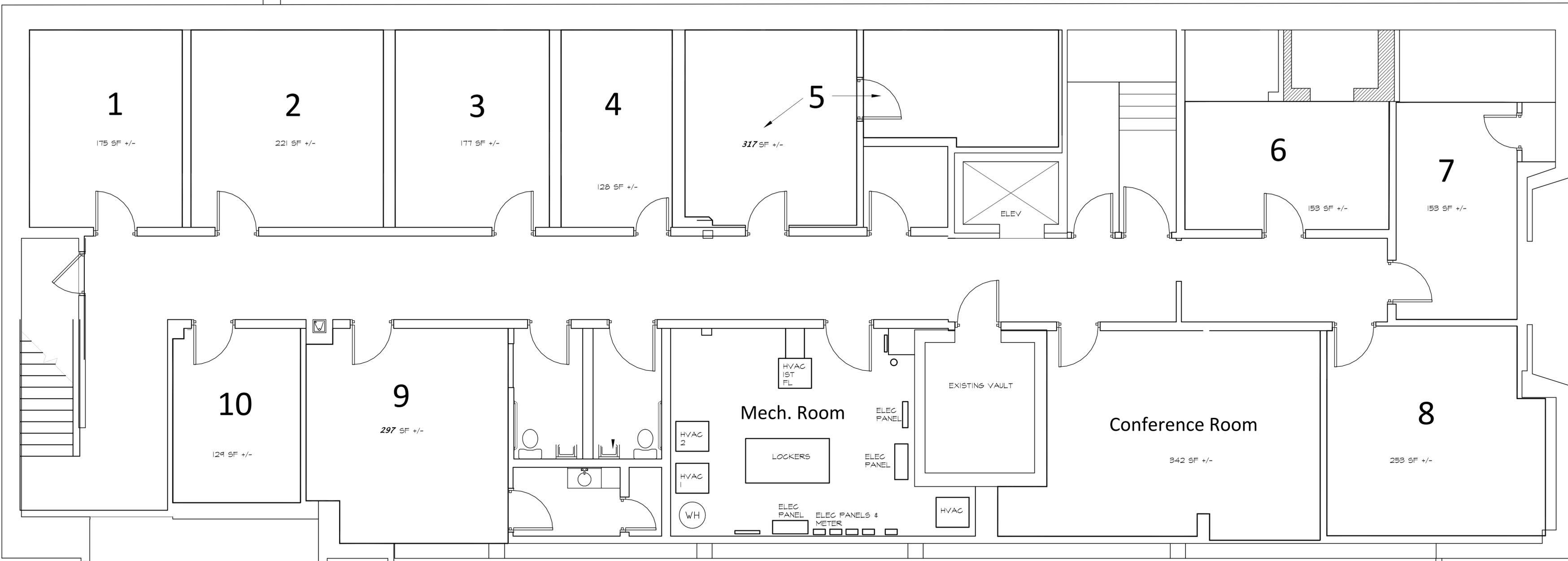
William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney



1 BASEMENT PLAN
 A-1 SCALE 1/4"=1'-0"

City of Concord Non-Profit Center

66 Union Street South

Office #	Unit SF	Notes	Monthly Rental Rate	Annual Revenue
1	175		\$ 390.00	\$ 4,680.00
2	221		\$ 495.00	\$ 5,940.00
3	177		\$ 395.00	\$ 4,740.00
4	128		\$ 285.00	\$ 3,420.00
5	317	Two offices w/one access	\$ 710.00	\$ 8,520.00
6	153		\$ 345.00	\$ 4,140.00
7	153		\$ 345.00	\$ 4,140.00
8	253		\$ 565.00	\$ 6,780.00
9	297	Small sink & closet	\$ 665.00	\$ 7,980.00
10	129		\$ 290.00	\$ 3,480.00
TOTAL		2003	\$ 4,485.00	\$ 53,820.00

Expenses	Monthly	Annual
Internet	\$ 100.00	\$ 1,200.00
Janitorial Maintenance	\$ 300.00	\$ 3,600.00
Garbage Fees	\$ 65.00	\$ 780.00
Elevator Maintenance	\$ 50.00	\$ 600.00
Utilities	\$ 772.00	\$ 9,264.00
Base Rent	\$ 2,500.00	\$ 30,000.00
Vacancy	\$ 450.00	\$ 5,400.00
TOTAL	\$ 4,237.00	\$ 50,844.00

Annual Reserve* \$ 2,976.00

*Available for general maintenance of lease term (e.g. carpet replacement, painting, plumbing fixtures, wifi, etc.)

The rent for each subsequent year shall be the increase in the Consumer Price Index, but not less than 3%

AN ORDINANCE AMENDING FY 2020-2021 APPROVED FEES, RATES AND CHARGES SCHEDULE AS ADOPTED IN THE FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1st, 2020 and ending on June 30th, 2021, as amended; and

WHEREAS, the City desires to amend the ordinance as it relates to the Schedule of Fees, Rates and Charges;

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 fees, rates and charges are hereby amended by adding the following:

UPDATE THE FOLLOWING SECTION: PLANNING & NEIGHBORHOOD SERVICES

Non-Profit Office Rental Rates – 66 Union Street South

Office #	Unit SF	Notes	Monthly Rental Rate
1	175		\$ 390.00
2	221		\$ 495.00
3	177		\$ 395.00
4	128		\$ 285.00
5	317	Two offices w/one access	\$ 710.00
6	153		\$ 345.00
7	153		\$ 345.00
8	253		\$ 565.00
9	297	Small sink & closet	\$ 665.00
10	129		\$ 290.00

Rates are subject to annual 3% increase or a greater percentage based on the increase in the Consumer Price Index for all Urban Consumers.

Adopted this 10th day of December 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

This Sublease Agreement (“Agreement”) is entered into this ____ day of _____ 2021, by and between the CITY OF CONCORD, a North Carolina Municipal corporation (hereinafter referred to as “Sub Lessor or City”) and _____ (“Sub Lessee”), an individual, having an address at _____;

For the annual rental amount listed below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Master Lease. The Parties agree that this sublease agreement is subject to the master rental contract signed between the Sub Lessor and the Landlord/Manager dated from ____/____/____ to ____/____/____. The Sub Lessee must follow all terms and conditions therein.
2. Premises. Subject to the provisions of this Agreement, City hereby subleases to Sub Lessee and Sub Lessee subleases from City, Office #__ at located at 66 Union Street South, Concord, NC, and having PIN 5620-97-2509 (hereinafter “Premises”).
3. Term. The term of tenancy under this lease shall be for ____ year(s) commencing on the ____ day of _____, 2021 and ending on _____, 202__.
4. Rental Amount. The rental amount shall be \$_____ per month for Year .1 Rental payments shall be paid on or before the 1st day of each month during the term of tenancy. The first rental payment of \$_____ shall be due on _____, 2021. Any rental payment not paid within 5 days after the due date is subject to a 5% late charge, which shall be added to the total due and shall be paid without the necessity of any additional notice by or from City. At the option of Sub Lessee, the rental amount may be paid yearly in advance.

For the rental period 2022 and beyond, the monthly rental for the next twelve-month period shall be adjusted by the change in the Consumer Price Index for the immediate twelve-month period using the Consumer Price Index. The rent for each subsequent year shall be the increase in the Consumer Price Index, but not less than 3%.

5. Use. During the term of the tenancy, the Premises may be used by Sub Lessee an office space for its nonprofit organization. The Premises shall in no case be used as housing for any person, for permanent shelter for any animals, for storage of items not related to typical non-profit office use, or for any other purpose not authorized herein. The lease includes access to a common basement level conference room that is subject to a Sub Lessee self-managed reservation system.
6. Parking. Unrestricted parking is currently available in the Cabarrus County Parking Garage. Should Cabarrus County ever limit access to the Cabarrus County Parking Garage, the

City may offer one paid pass per office lease for unrestricted access to a parking space at a rate of \$25 per pass per month. Additional employees may use any available public parking downtown, adhering to any posted parking restrictions for public parking.

7. Utilities. All utility services to the Premises, including electricity, water, sewer, internet access, dumpster, and storm water shall be paid by the City from the rent received. The City reserves the right to make annual adjustments to the rental rate to cover increased utility costs. The City shall provide proof of such excess utility costs, in the form of copies of utility bills or copies of accounts, to Sub Lessee upon request.

8. Access. City shall have the right to access the Premises for the purpose of inspection for safety, for compliance with all laws and City ordinances and with the terms of this Agreement.

9. Taxes. Any and all personal property taxes assessed shall be the responsibility of Sub Lessee.

10. Termination. Either party, upon 60 day written notice to the other, shall have the right to terminate this Agreement. City shall have the right to terminate this Agreement if Sub Lessee fails to meet the terms of this Agreement and fails to cure within sixty (60) days after receipt of written notice of such failure, except where the failure to meet the terms of this Agreement is a failure to pay the rental amount, in which case, City may summarily terminate this Agreement without the necessity of any notice, written or otherwise, and immediately retake possession of the Premises.

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

12. Insurance. Sub Lessee shall maintain a Comprehensive General Liability insurance policy at all times with a minimum limit of \$1,000,000 per occurrence and general aggregate. Sub Lessee shall provide City with a certificate of insurance, containing a written statement

naming the City of Concord as an additional insured, prior to the execution of this Agreement. City and Sub Lessee hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on the leased premises, or property in or on the leased premises, except those claims that may arise from the intentional conduct of either Party or of any person directly or indirectly employed by the Parties or by anyone for whose acts a Party may be liable.

13. Notices. For the purposes of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

A. SUB LESSOR:

City of Concord
City Attorney
PO Box 308
Concord, NC 28026-0308

B. SUB LESSEE:

14. Destruction or Condemnation. If the Premises are damaged, destroyed, condemned or transferred in lieu of condemnation, Sub Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to City no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

15. Waiver of Subrogation. City and Sub Lessee release each other and their respective principals, employees, representatives and agents from any claims for damages to any person or to the Premises or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. City and Sub Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

16. Assignment and Subletting. This agreement may not be sold, assigned or transferred without the written consent of the City.

17. Quiet Enjoyment. City possesses the Premises and has rights of access thereto; and City covenants and agrees with Sub Lessee that Sub Lessee may peacefully and quietly enjoy the Premises, provided that Sub Lessee is not in default hereunder after notice and expiration of all cure periods.

18. Repairs. Sub Lessee shall repair any damage to the Premises, whether such damage is to the interior, exterior or grounds, caused by the action or inaction of Sub Lessee, including the

negligence or willful misconduct of Sub Lessee. Upon expiration or termination hereof, Lessee shall repair the Premises to substantially the condition in which it existed upon commencement of the term of tenancy, reasonable wear and tear and loss by casualty or other causes beyond Sub Lessee's control excepted.

19. Maintenance. Sub Lessee accepts the Premises in their present condition and as suited for the uses intended by Sub Lessee. Sub Lessee shall, throughout the term of this Agreement, at its own cost, and without any expense to City, keep and maintain the Premises, including the interior of the office and improvements of every kind which may be a part thereof in good, sanitary and neat order, condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever. More specifically, Sub Lessee shall maintain the interior of the Premises (office) including but not limited to maintenance of interior walls, floors, and ceilings; any interior doors; any interior utility related items such as fuse boxes or electrical fixtures, plumbing, etc. City shall be responsible for routine maintenance of the common areas and janitorial service of the common areas twice a week (i.e. bathrooms, hallway and common conference room) of the Premises. Sub Lessee is responsible for trash removal from Sub Lessee's individual office. Sub Lessee will promptly remove any food waste from the Premises. The building owner is responsible for the maintenance of the exterior shell of the Premises. Exterior maintenance shall include maintenance of the exterior structure including the roof; windows and doors; air conditioning apparatus, if any; heating apparatus, if any; exterior water, sewer, electric or other utilities including interior stub-outs, if any; and grounds maintenance including parking areas. City shall not be obligated to make any repairs, replacement or renewals of any kind, nature, or description, whatsoever to the interior of the building or improvements therein.

20. Entry by City. City, its agents and representatives, shall have the right to enter the Premises at a reasonable time, to inspect any improvements and confirm that the Premises are being maintained pursuant to the terms of this Agreement.

21. Hazardous Materials. Sub Lessee shall be responsible for the proper handling, storage and disposal of any and all hazardous materials used or stored on the Premises. Such handling, storage and disposal shall comply with all applicable local, state or federal laws, rules, regulations or guidelines. Examples of commonly used hazardous materials include without limitation: batteries; cigarette lighters, power tools or other items that contain flammable fuels; paints, bleaches, paint thinners, pressurized spray cans or equipment; photographic supplies and photo developing supplies; etc. Failure to properly handle, store or dispose of any hazardous material, as determined by the appropriate official of the City Fire Department, or any other local, state or federal agency having jurisdiction, shall constitute a material breach of the terms of this Agreement and may, at the sole option of the City, result in immediate termination of this lease and repossession of the Premises, without the necessity of any notice, written or otherwise. Regardless of whether City opts to terminate the lease due to improper handling, storage and/or disposal of any hazardous materials, Sub Lessee shall remain solely responsible for any and all costs of clean up or other mitigation of such improper handling, storage and/or disposal and the City shall bear no such costs.

22. Naming Rights and Sponsorship. The Name of the Premises is “City of Concord Non-Profit Center” The City shall retain sole control over the naming of the Premises and Sub Lessee shall not change the name of the Premises, nor indicate by any means that the Premises has any name without written agreement of the City. No signage indicating any type of corporate or private sponsorship of the Premises or of any person(s) using the Premises shall be erected without written agreement of the City.

23. Memoranda of Lease. Upon the request of either party, the other party shall join in the execution of a Memorandum of this Lease Agreement, in recordable form. Either party may record the memorandum in the Cabarrus County Registry at its own expense. Neither party shall record this Lease Agreement without the written consent of the other.

24. Key Deposit. A one-time key deposit of \$25.00 is required from Sub Lessee in exchange for a set of keys to access the Premises. Upon termination of the lease and return of the set of keys by Sub Lessee, the \$25.00 key deposit will be returned to Sub Lessee. Sub Lessee will pay Sub Lessor a \$50.00 lockout fee if Sub Lessee misplaces key and requires Sub Lessor to provide access to the Premises.

25. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Premises and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be governed by the laws of the State of North Carolina.

(e) This lease is entered into for the property described “AS IS” “WHERE IS” and the City makes no warranty of title or fitness of purpose whatsoever.

(f) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition or withhold it approval or consent.

(g) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(h) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this agreement.

(i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the _____ day of _____, 2011 .

ATTEST:

CITY OF CONCORD

Kim Deason , City Clerk

By _____
Lloyd Wm. Payne, Jr., City Manager

(Corporate Seal)

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

Pam Hinson, Finance Director

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of _____ County and State, do hereby certify that Kim Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the _____ day of _____, 2021.

Notary Public

My commission expires:_____

SUB LESSEE
Type or Print Name:_____

BY:_____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____
County and State, do hereby certify that _____ personally
appeared before me this day and acknowledged that he voluntarily signed the foregoing
document.

WITNESS my hand and notarial seal, this the _____ day of _____, 2021.

Notary Public

My commission expires:_____

**AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY**

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between The City of Concord, a North Carolina municipal corporation ("Buyer"), and Lirio V. Rosas ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": 314 Sycamore Avenue SW, Concord, N C 28025, specifically described as BEING all of Lots 2 – 5, Block C of UNDERWOOD PARK, as recorded in Map Book 2 at Page 17 of the Cabarrus County Registry.

For information purposes: (i) the tax parcel number of the Property is: 12-037-0020.00 and PIN 5620-64-9411; and the above described property was conveyed to Keith Rosas and wife, Lirio Rosas by Joe H. Morris and wife, Patricia B. Morris as recorded in Deed Book 6267, Page No.320, Cabarrus County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property.

\$12,500.00 (b) "**Purchase Price**" shall mean the sum of Twelve Thousand, Five Hundred Dollars and NO Cents,
payable on the following terms:

SN/A (i) "**Earnest Money**" shall mean - Dollars

\$12,500.00 (iii) **Cash, balance of Purchase Price**, at Closing in the amount of Twelve Thousand, Five Hundred Dollars and NO Cents.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. **(Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)**

(c) "**Closing**" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before December 31, 2020.

(d) "**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "**Examination Period**" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on December 20, 2020. **TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(f) "**Broker(s)**" shall mean:

N/A ("Listing Agency");

_____ ("Listing Agent" License # _____)

Acting as: Seller's Agent; Dual Agent

and N/A ("Selling Agency");

_____ ("Selling Agent" License # _____)

Acting as: Buyer's Agent; Seller's (Sub)Agent; Dual Agent

- (g) **“Seller’s Notice Address”** shall be as follows:
7514 Plymouth Way, Rancho Cucamonga, CA 91730
e-mail address: keith481@gmail.com
- (h) **“Buyer’s Notice Address”** shall be as follows:
PO Box 308, Concord, NC 28026-0308
e-mail address: kolczynv@concordnc.gov

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities if any, shall be prorated as of the date of Closing. Buyer shall pay for preparation of a deed and all other documents necessary to perform the transaction contemplated under this Agreement, Seller shall pay excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller’s account payment information on owners’ association dues or assessments for payment or proration; any fees imposed by an owners’ association and/or a management company as agent of the owners’ association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

N/A _____

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners’ association declaration to be paid by Buyer for Buyer’s future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer’s use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

N/A _____

Each party shall pay its own attorney’s fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney’s file to Buyer and both Buyer’s and Seller’s agents and attorneys; and (2) the Property’s title insurer or its agent to release and disclose all materials in the Property’s title insurer’s (or title insurer’s agent’s) file to Buyer and both Buyer’s and Seller’s agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller’s request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics’ liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively “Permitted Exceptions”); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(d) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 11. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 12. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 13. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 14. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

Seller has been notified in writing of the pending Code Enforcement Actions being taken against the property and acknowledges that the structure is uninhabitable at this time.

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations,

statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 15. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 16. Applicable Law: This Agreement shall be construed under the laws of the State of North Carolina.

Section 17. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 18. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 19. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 20. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 21. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

ADDITIONAL BUYER CERTIFICATION:

By the executing this contract, the ~~Buyer~~ Lirio Rosas certifies that she is Lirio Rosas, is the lawful widow of Keith Rosas, she is unmarried at the time of the execution of this contract, and that she executes this contract without limitation to the Buyer, the City of Concord.

lr
Seller

(Continued on the Following Page)

SELLER:

Lirio V. Rosas
Lirio Rosas (widow)

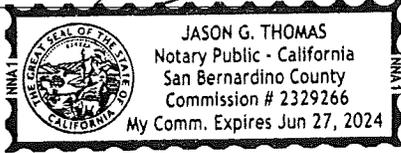
Date: 11-09-20

STATE OF CALIFORNIA
COUNTY OF San Bernardino

I, Jason G. Thomas, a notary public in and for said county and state, do hereby certify that Lirio Rosas (widow) personally appeared before me this day and acknowledged that he/she voluntarily signed the foregoing document.

WITNESS my hand and notarial seal, this 9th day of Nov 2020.

My commission expires: June 27, 2024

[Signature]
Notary Public
[SEAL] 

BUYER:
CITY OF CONCORD,
A North Carolina municipal corporation

(Name of Entity)

By: _____
Lloyd Wm. Payne, Jr., City Manager

ATTESTED:

By: _____
Kim J. Deason, City Clerk

[SEAL]

Date: _____

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

Pam Hinson, Finance Director



**STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT**

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish buyers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option, and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
2. You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (✓) in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.
 - a. If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
 - b. If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
 - c. If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even if you have actual knowledge of them or should have known of them.
 - d. If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the buyer a corrected Disclosure Statement or correct the problem.
3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
4. You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See "Note to Buyers" below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.

Note to Buyer: If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the buyer. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address 314 Sycamore Avenue SW, Concord, NC 28025

Owner's Name(s): Lirio Rosas

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

Owner Signature: X Lirio V. Rosas Date 11-08-20

Owner Signature: _____ Date _____

Buyers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate.

Buyer Signature: _____ Date _____

Buyer Signature: Lloyd Wm. Payne, Jr. City Manager Date _____

City of Concord, a North Carolina municipal corporation

The following questions address the characteristics and condition of the property identified above about which the owner has actual knowledge. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

	Yes	No	No Representation
1. In what year was the dwelling constructed? _____ Explain if necessary: _____			<input checked="" type="checkbox"/>
2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Wood <input type="checkbox"/> Stone <input type="checkbox"/> Vinyl <input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____ (Check all that apply)			<input checked="" type="checkbox"/>
4. In what year was the dwelling's roof covering installed? _____ (Approximate if no records are available) Explain if necessary: _____			<input checked="" type="checkbox"/>
5. Is there any leakage or other problem with the dwelling's roof?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. What is the dwelling's heat source? <input type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other _____ (Check all that apply) Age of system: _____			<input checked="" type="checkbox"/>
11. What is the dwelling's cooling source? <input type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____ (Check all that apply) Age of system: _____			<input checked="" type="checkbox"/>
12. What are the dwelling's fuel sources? <input type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____ (Check all that apply) If the fuel source is stored in a tank, identify whether the tank is <input type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply)			<input checked="" type="checkbox"/>
13. What is the dwelling's water supply source? <input type="checkbox"/> City/County <input type="checkbox"/> Community System <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other _____ (Check all that apply).....			<input checked="" type="checkbox"/>
14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene <input type="checkbox"/> Other _____ (Check all that apply).....			<input checked="" type="checkbox"/>
15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. What is the dwelling's sewage disposal system? <input type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input type="checkbox"/> Community System <input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other _____ (Check all that apply).....			<input checked="" type="checkbox"/>
17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes," how many bedrooms are allowed? _____ <input type="checkbox"/> No records available	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Buyer Initials and Date _____
Buyer Initials and Date _____

Owner Initials and Date 11-08-20
Owner Initials and Date _____

- | | Yes | No | No
Representation |
|--|--------------------------|--------------------------|-------------------------------------|
| 21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) which affect the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 30. Does the property abut or adjoin any private road(s) or street(s)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

- | | Yes | No | No
Representation |
|--|--------------------------|--------------------------|-------------------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered "yes" to the question above, please explain (attach additional sheets if necessary):

- | | | | |
|--|--------------------------|--------------------------|-------------------------------------|
| 33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If you answer is "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|

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

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

Buyer Initials and Date _____

Owner Initials and Date 11-08-20

Buyer Initials and Date _____

Owner Initials and Date lv _____

***If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.**

	Yes	No	No Representation
34. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the property or lot to be conveyed</i> ? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the planned community or the association to which the property and lot are subject</i> , with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply).	Yes	No	No Representation
Management Fees.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Building Maintenance of Property to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Master Insurance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Common Areas Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Removal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Amenity Maintenance (specify amenities covered) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Treatment/Extermination.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Street Lights.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm water Management/Drainage/Ponds.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet Service.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cable.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private Road Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking Area Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gate and/or Security.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer Initials and Date _____

Owner Initials and Date 11-08-20

Buyer Initials and Date _____

Owner Initials and Date _____



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

Note to Purchasers

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

Property Address: 314 Sycamore Avenue SW, Concord, NC 28025

Owner's Name(s): Lirio Rosas (widow)

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

Owner Signature: Lirio V. Rosas Date: 11-08-20

Owner Signature: _____ Date: _____

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

Purchaser Signature: _____ Date: _____

Purchaser Signature: Lloyd Wm. Payne, Jr., City Manager Date: _____
City of Concord, a North Carolina municipal corporation

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 314 Sycamore Avenue SW, Concord, NC 28025

Seller: Lirio Rosas (widow)

Buyer: City of Concord, a North Carolina municipal corporation

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

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

[Empty disclosure box]

Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- [] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- [x] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the Seller (check one)
- [] Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- [x] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial)

- (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer has (check one below):
- [] Received the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or



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



STANDARD FORM 2A9-T Revised 7/2020 © 7/2020

Buyer Initials _____ Seller Initials LR 11-8-20

- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

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

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

SELLER:

Lirio V. Rosas

Lirio Rosas (widow)

Date: 11-08-20

BUYER:

CITY OF CONCORD,

A North Carolina municipal corporation

By: _____

Lloyd Wm. Payne, Jr., City Manager

Date: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>LIRIO V. ROSAS</i></p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <i>7514 Plymouth Way</i></p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code <i>Rancho Cucamonga CA 91730</i></p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
5	6	5	-	8	5	-	1	7	9	1
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Lirio V. Rosas</i>	Date ▶ <i>11-08-20</i>
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

MEMORANDUM OF UNDERSTANDING

County of Cabarrus

State of North Carolina

Agreement

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is entered into on the ____ day of _____, 2020, by and between the following parties (the “Parties”):

The Parties are the City of Concord, hereinafter referred to as “City”, and the Concord Downtown Development Corporation, hereinafter referred to as “Nonprofit”.

PURPOSE OF THE MOU

The Purposes of this Memorandum of Understanding are the following:

1. Express the Parties’ mutual understanding regarding the City’s management of the Main Street Program upon the termination of the existing agreement between the City and the Nonprofit.
2. Express mutual understanding of the roles and responsibilities of City employees and the Nonprofit board.
3. Express the Parties’ mutual understanding regarding priority activities, tasks, and decisions to be achieved in managing the Main Street program.
4. Express the Parties’ mutual intention to work in good faith to further the redevelopment of downtown, to spur economic development in the context of historic preservation, in accordance with Main Street America™ as administered by NC Department of Commerce, NC Main Street & Rural Planning Center.

PRIORITY GOALS AND TASKS

The Parties have identified the following as priority goals and tasks for the downtown area through the management of the downtown Concord Main Street program:

- a. Develop and execute strategies to increase business activity
- b. Work in an open and transparent partnership to recruit and retain businesses
- c. Effectively market the downtown area, to include businesses, events, and available real estate
- d. Create/sustain a safe environment in the downtown area
- e. Create/sustain a clean environment in the downtown area

- f. Implement the strategic plan through the Main Street America™ Four-Point Approach to downtown revitalization.
- g. Create a positive image for downtown that spurs investment, business and residential development, jobs and volunteerism.
- h. Identify and convey practical, valuable, and implemental tools for downtown economic development.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the City and the Nonprofit agree to the following roles and responsibilities:

1. Duties of the City: The City understands/agrees to:
 - A. Retain all downtown Municipal Service District funds to deliver Municipal Service District services with its own forces per G.S. 160A-536.
 - B. The Executive Director of the Concord Downtown Development Corporation will transition to a City employee with the title of Downtown Development Manager in the City of Concord's Planning & Neighborhood Development Department. The Associate Director of the Concord Downtown Development Corporation will transition to a City employee with the title of Downtown Development Specialist in the City of Concord's Planning & Neighborhood Development Department. Specific duties and responsibilities of the positions will be defined in position classifications/descriptions.
 - C. Provide staff support to the Nonprofit and serve as the Executive Director of the Nonprofit to help manage day to day affairs, under the direction of the Director of the City's Planning & Neighborhood Development Department
 - D. Manage the NC Main Street Program, maintain the NC Main Street Annual Agreement, and meet any annual requirements
 - E. Utilize the Main Street® philosophy to develop a strategic economic development plan for downtown and an implementation workplan based on the Main Street America™ Four Point Approach® to Downtown Revitalization that includes: Economic Vitality, Design, Promotion and Organization, for Downtown Concord, in order to enhance and preserve its status as a North Carolina Main Street community.
 - F. Manage and distribute any existing and future downtown grants and incentives
 - G. Create and maintain a comprehensive downtown property inventory database including building images, owner contact information, building condition, past-current-potential uses, etc.
 - H. Develop and maintain a comprehensive marketing campaign for downtown
 - I. Develop and manage events in the downtown area; Engage and direct event sponsors
 - J. Develop work plans and goals for the downtown area
 - K. Provide an annual report to the Nonprofit highlighting the City's activities and efforts in the downtown area

- L. Partner with the Nonprofit to provide resources and information that may be pertinent in carrying out its duties per this agreement
2. Duties of the Nonprofit: The Nonprofit understands/agrees to:
 - A. City employees will provide staff support to the Nonprofit under the direction of their supervisors
 - B. The Nonprofit board will have no personnel authority over City employees
 - C. The Nonprofit will not receive downtown Municipal Service District funds to deliver services. The Nonprofit may be eligible for other City funds that nonprofits at large are generally eligible to apply for.
 - D. Assist the City in developing a strategic economic development plan for downtown through participation in an annual planning session with the City
 - E. Engage in fundraising activities to help promote and advance established goals, initiatives and plans of the downtown area
 - F. Support the City's comprehensive marketing campaign for downtown
 - G. Pursue grants to support the City's strategic economic development plan for downtown
 - H. Help promote/market events in the downtown area
 - I. Support the City in meeting the annual requirements as outlined in the NC Main Street Annual Agreement
 - J. Provide resources and information to the City that may be pertinent in carrying out its charge
 - K. Provide an annual report to the City highlighting the Nonprofit's activities and efforts in the downtown area
 - L. Maintain a viable Nonprofit in accordance to the requirements of the North Carolina Secretary of State.
 - M. Maintain a Board of Directors in accordance with the Nonprofit bylaws.
 - N. Develop and coordinate opportunities to spur volunteerism for downtown
 - O. Partner with the City to provide resources and information that may be pertinent in carrying out its duties per this agreement
 3. Amendments: This Agreement may be amended, in writing, by mutual agreement of the City and the Nonprofit.
 4. Termination Date: This Agreement shall terminate on the earlier of: (a) the sale or dissolution of the Nonprofit; (b) on June 30, 2022; or (c) either party shall have the right to terminate this Agreement upon 90 days' notice to the other party for any reason in its sole discretion.
 5. Non-Discrimination: In matters of employment, provision of services and contracting, the City and Nonprofit agree to act without regard to race, color, sex, religion, age, national origin, sexual orientation or handicapped status.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

CONCORD DOWNTOWN DEVELOPMENT COOPERATION

SIGNATURE

TITLE

ATTEST

TITLE

CITY OF CONCORD

CITY MANAGER

ATTEST BY CITY CLERK:

CITY CLERK

TOWN SEAL

CITY CLERK attests date this the ____ day of _____, 20__.

Approved as to Form and Authorization

CITY ATTORNEY

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

FINANCE DIRECTOR

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM is made and entered into this the ____ day of _____, 20__, by the City of CONCORD (“City”) and Concord Downtown Development Corporation or CDDC located at 30 Cabarrus Avenue, West, Concord, North Carolina 28026. (“Contractor”), a corporation, organized and existing under the laws of the State of NORTH CAROLINA.

WHEREAS, the City and Contractor entered into an agreement dated August 14, 2017 for the Contractor to WHEREAS, the Contractor is engaged in the business of performing services and programs within its municipal limits; and

WHEREAS the agreement provided that:

13. Cancellation: Either party may terminate this Contract at any time upon one hundred twenty (120) days' advanced written notice; thereafter neither party shall have any further liability or obligation to the other hereunder.

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

1. The Agreement dated August 14, 2017 between the parties is hereby amended to read as follows:

WHEREAS, 13. Cancellation: Either party may terminate this Contract at any time upon thirty (30) days' advanced written notice; thereafter neither party shall have any further liability or obligation to the other hereunder.

- 2 All other terms and conditions of the Agreement dated August 14, 2017 shall remain in full force and effect.

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

CITY OF CONCORD:

Concord Downtown Development Corporation:

By: _____
Lloyd Payne, City Manager

By: _____
Signature of President/Vice President

Kim Deason, City Clerk

APPROVED AS TO FORM:

VaLerie Kolczynski, City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Pam Hinson, Signature

Memorandum of Understanding

Re: Town of Harrisburg Fire Dispatch Services

THIS MEMORANDUM OF UNDERSTANDING is entered into between the City of Concord, a North Carolina municipal corporation (“Concord”) and the Town of Harrisburg, a North Carolina municipal corporation (“Harrisburg”).

Concord agrees to provide fire dispatch services to Harrisburg through the Concord Communications Center, operated by Concord.

Harrisburg agrees to pay Concord a price per dispatch rate which will be billed quarterly. The rates will be recalculated and revised each January and July and Harrisburg will be advised of the rate in writing directed to the Harrisburg Fire Chief.

Harrisburg will be responsible for purchases and maintenance cost associated with connectivity to Concord’s computer aided dispatch network (CAD) as well as, their own fire reporting software. Harrisburg will be responsible for maintaining their own Information Technology services. Harrisburg will provide Concord with pertinent information for use in the CAD database and any necessary updates to that information.

The Concord Fire Chief, Concord Communications Director, and Harrisburg Fire Chief, or their designees, will identify and establish protocols for fire dispatch services. Concord Fire Department and Harrisburg Fire Department will establish and maintain identical alarm responses in all possible scenarios. Any request for changes must be submitted in writing and be reviewed by the Concord Fire Chief, Concord Communications Director, and Harrisburg Fire Chief or their designees.

Concord and Harrisburg will maintain their fire response automatic-aid agreement.

Concord Fire Department and Harrisburg Fire Department will utilize Concord’s fire radio frequencies on the UASI network. Harrisburg will be responsible for their radio programming and maintenance.

This Memorandum of Understanding may be terminated by either party. Either party may terminate this Memorandum of Understanding without cause and for any reason with a minimum of one hundred eighty (180) days written notice.

Concord

STATION 12



D.R. REYNOLDS COMPANY, INC.





Bid Tabulation Sheet Summary
 2019-016 Alfred Brown Jr. Ct. Roundabout
 Bids Received November 25, 2020 at 2:00 PM in the BOC Ready Room.

Contractor Address License #	Carolina Siteworks Inc. 300 Wade Dr. China Grove, NC 28610 45224	NJR Group, Inc. PO Box 924 Albermarle, NC 28002 77426	Performance Managed Construction PO Box 501 Concord, NC 28026 70731	JT Russell & Sons, Inc. PO Box 670 Albermarle, NC 28002 2767
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2019-016 Alfred Brown Jr. Ct. Roundabout													
No.	Item	Description	QTY.	Units	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	
1	800	Mobilization	1	LS	\$ 18,110.00	\$ 18,110.00	\$ 62,017.92	\$ 62,017.92	\$ 60,000.00	\$ 60,000.00	\$ 55,300.00	\$ 55,300.00	
2	801	Construction Surveying	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 18,605.38	\$ 18,605.38	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	
3	SP-01	Comprehensive Grading	1	LS	\$ 77,203.00	\$ 77,203.00	\$ 213,961.80	\$ 213,961.80	\$ 305,000.00	\$ 305,000.00	\$ 239,000.00	\$ 239,000.00	
4	SP-02	Suitable Structural Material	1800	CY	\$ 20.36	\$ 36,648.00	\$ 20.47	\$ 36,846.00	\$ 12.00	\$ 21,600.00	\$ 17.50	\$ 31,500.00	
5	226	Undercut Excavation	900	CY	\$ 39.50	\$ 35,550.00	\$ 79.17	\$ 71,253.00	\$ 5.00	\$ 4,500.00	\$ 13.50	\$ 12,150.00	
6	270	Geotextile for Soil Stabilization, MIRAFI 500X or eq.	3000	SY	\$ 1.27	\$ 3,810.00	\$ 2.75	\$ 8,250.00	\$ 1.00	\$ 3,000.00	\$ 2.00	\$ 6,000.00	
7	520	Aggregate Base Course	3600	TN	\$ 33.80	\$ 121,680.00	\$ 40.74	\$ 146,664.00	\$ 30.00	\$ 108,000.00	\$ 37.00	\$ 133,200.00	
8	607	Milling Asphalt Pavement, 0" to 1 1/2" Depth	1000	SY	\$ 8.70	\$ 8,700.00	\$ 10.86	\$ 10,860.00	\$ 8.00	\$ 8,000.00	\$ 5.00	\$ 5,000.00	
9	610	Asphalt Concrete Base Course, Type B25.0C	56	TN	\$ 91.00	\$ 5,096.00	\$ 115.74	\$ 6,481.44	\$ 135.00	\$ 7,560.00	\$ 120.00	\$ 6,720.00	
10	610	Asphalt Concrete Intermediate Course, Type I19.0C	832	TN	\$ 65.50	\$ 54,496.00	\$ 103.10	\$ 85,779.20	\$ 75.00	\$ 62,400.00	\$ 67.00	\$ 55,744.00	
11	610	Asphalt Concrete Surface Course, Type S9.5B	1100	TN	\$ 66.00	\$ 72,600.00	\$ 76.58	\$ 84,238.00	\$ 75.00	\$ 82,500.00	\$ 65.00	\$ 71,500.00	
12	620	Asphalt Binder For Plant Mix	110	TN	\$ 550.00	\$ 60,500.00	\$ 515.41	\$ 56,695.10	\$ 500.00	\$ 55,000.00	\$ 450.00	\$ 49,500.00	
13	SP-04	9" x 18" Concrete Curb with Brace	70	LF	\$ 17.20	\$ 1,204.00	\$ 31.22	\$ 2,185.40	\$ 100.00	\$ 7,000.00	\$ 28.00	\$ 1,960.00	
14	846	2'-6" Concrete Curb & Gutter	3500	LF	\$ 17.25	\$ 60,375.00	\$ 28.21	\$ 98,735.00	\$ 30.00	\$ 105,000.00	\$ 25.00	\$ 87,500.00	
15	846	1'-6" Concrete Curb & Gutter	260	LF	\$ 15.30	\$ 3,978.00	\$ 28.81	\$ 7,490.60	\$ 28.00	\$ 7,280.00	\$ 26.00	\$ 6,760.00	
16	848	4" Concrete Sidewalk	1150	SY	\$ 60.00	\$ 69,000.00	\$ 45.62	\$ 52,463.00	\$ 70.00	\$ 80,500.00	\$ 41.00	\$ 47,150.00	
17	848	6" Concrete Driveway (for Roundabout Apron)	476	SY	\$ 66.00	\$ 31,416.00	\$ 82.84	\$ 39,431.84	\$ 90.00	\$ 42,840.00	\$ 74.00	\$ 35,224.00	
18	848	Concrete Curb Ramp	2	EA	\$ 1,450.00	\$ 2,900.00	\$ 2,341.19	\$ 4,682.38	\$ 2,000.00	\$ 4,000.00	\$ 2,100.00	\$ 4,200.00	
19	848	Concrete Curb Ramp - Type 1	4	EA	\$ 1,450.00	\$ 5,800.00	\$ 2,377.20	\$ 9,508.80	\$ 2,000.00	\$ 8,000.00	\$ 2,100.00	\$ 8,400.00	
20	852	5" Monolithic Concrete Island (Keyed In)	122	SY	\$ 71.00	\$ 8,662.00	\$ 108.05	\$ 13,182.10	\$ 90.00	\$ 10,980.00	\$ 95.00	\$ 11,590.00	
21	862	Steel Beam Guardrail	688	LF	\$ 22.00	\$ 15,136.00	\$ 31.00	\$ 21,328.00	\$ 17.00	\$ 11,696.00	\$ 18.00	\$ 12,384.00	
22	862	Additional Guardrail Post	5	EA	\$ 610.00	\$ 3,050.00	\$ 99.23	\$ 496.15	\$ 250.00	\$ 1,250.00	\$ 11.50	\$ 57.50	
23	862	Guardrail End Unit, Type 350 TL-2	2	EA	\$ 6,460.00	\$ 12,920.00	\$ 5,333.54	\$ 10,667.08	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	
Pavement Markings													
24	1205	Thermoplastic Pavement Marking Lines, 4", 90 mils, (Y)	2400	LF	\$ 1.40	\$ 3,360.00	\$ 2.79	\$ 6,696.00	\$ 2.00	\$ 4,800.00	\$ 1.25	\$ 3,000.00	
25	1205	Thermoplastic Pavement Marking Lines, 8", 90 mils (W)	75	LF	\$ 4.00	\$ 300.00	\$ 6.20	\$ 465.00	\$ 5.00	\$ 375.00	\$ 5.00	\$ 375.00	
26	1205	Thermoplastic Pavement Marking Lines, 24", 120 mils (W)	110	LF	\$ 6.10	\$ 671.00	\$ 11.48	\$ 1,262.80	\$ 12.00	\$ 1,320.00	\$ 12.00	\$ 1,320.00	
27	1205	Thermoplastic 16" Yield Line Symbols, 120 mils (W)	12	EA	\$ 37.00	\$ 444.00	\$ 620.18	\$ 7,442.16	\$ 145.00	\$ 1,740.00	\$ 150.00	\$ 1,800.00	
28	1205	Thermoplastic Roundabout Symbols, 120 mils (W)	2	EA	\$ 1,220.00	\$ 2,440.00	\$ 744.22	\$ 1,488.44	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00	
29	1205	Removal of Pavement Marking Lines, 4"	40	LF	\$ 12.20	\$ 488.00	\$ 22.33	\$ 893.20	\$ 8.00	\$ 320.00	\$ 7.00	\$ 280.00	
Roadway Storm Drain													
30	300	Foundation Conditioning Material, Minor Structures	150	TN	\$ 33.10	\$ 4,965.00	\$ 49.22	\$ 7,383.00	\$ 25.00	\$ 3,750.00	\$ 44.00	\$ 6,600.00	
31	300	Foundation Conditioning Fabric	250	SY	\$ 1.50	\$ 375.00	\$ 9.73	\$ 2,432.50	\$ 2.00	\$ 500.00	\$ 3.00	\$ 750.00	
32	310	15" RC Pipe Culverts, Class III	230	LF	\$ 60.00	\$ 13,800.00	\$ 85.26	\$ 19,609.80	\$ 35.00	\$ 8,050.00	\$ 55.00	\$ 12,650.00	
33	310	18" RC Pipe Culverts, Class III	175	LF	\$ 70.00	\$ 12,250.00	\$ 99.45	\$ 17,403.75	\$ 37.00	\$ 6,475.00	\$ 70.00	\$ 12,250.00	
34	310	36" RC Pipe Culverts, Class III	85	LF	\$ 162.00	\$ 13,770.00	\$ 158.65	\$ 13,485.25	\$ 80.00	\$ 6,800.00	\$ 125.00	\$ 10,625.00	
35	310	15" Flared End Section	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,164.43	\$ 2,164.43	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00	
36	840	Masonry Drainage Structures - 840.01	6	EA	\$ 2,254.00	\$ 13,524.00	\$ 3,473.01	\$ 20,838.06	\$ 2,000.00	\$ 12,000.00	\$ 2,800.00	\$ 16,800.00	
37	840	Masonry Drainage Structures - 840.01	4.8	LF	\$ 250.00	\$ 1,200.00	\$ 930.27	\$ 4,465.30	\$ 500.00	\$ 2,400.00	\$ 400.00	\$ 1,920.00	
38	840	Masonry Drainage Structures - 840.14	1	EA	\$ 2,254.00	\$ 2,254.00	\$ 3,721.08	\$ 3,721.08	\$ 2,000.00	\$ 2,000.00	\$ 3,400.00	\$ 3,400.00	
39	840	Masonry Drainage Structures - 840.14	0.7	LF	\$ 250.00	\$ 175.00	\$ 930.27	\$ 651.19	\$ 500.00	\$ 350.00	\$ 500.00	\$ 350.00	
40	840	Masonry Drainage Structures - Double Catch Basin	2	EA	\$ 3,850.00	\$ 7,700.00	\$ 6,101.22	\$ 12,202.44	\$ 4,000.00	\$ 8,000.00	\$ 6,000.00	\$ 12,000.00	
41	840	Masonry Drainage Structures - Double Catch Basin	4.5	LF	\$ 500.00	\$ 2,250.00	\$ 1,488.43	\$ 6,697.94	\$ 500.00	\$ 2,250.00	\$ 650.00	\$ 2,925.00	
42	840	Frame with Grate and Hood, Std. 840.03	10	EA	\$ 610.00	\$ 6,100.00	\$ 1,984.58	\$ 19,845.80	\$ 500.00	\$ 5,000.00	\$ 700.00	\$ 7,000.00	
43	840	Frame with Grate, Std. 840.16	1	EA	\$ 441.00	\$ 441.00	\$ 2,232.65	\$ 2,232.65	\$ 500.00	\$ 500.00	\$ 625.00	\$ 625.00	
44	840	Pipe Collars	3	CY	\$ 500.00	\$ 1,500.00	\$ 1,488.43	\$ 4,465.29	\$ 300.00	\$ 900.00	\$ 900.00	\$ 2,700.00	
45	876	Rip Rap, Class B	3	TN	\$ 50.00	\$ 150.00	\$ 155.04	\$ 465.12	\$ 100.00	\$ 300.00	\$ 115.00	\$ 345.00	
46	876	Geotextile for Drainage	10	SY	\$ 1.50	\$ 15.00	\$ 62.02	\$ 620.20	\$ 1.00	\$ 10.00	\$ 15.00	\$ 150.00	
47	858	Adjustment of Catch Basins	12	EA	\$ 500.00	\$ 6,000.00	\$ 1,581.45	\$ 18,977.40	\$ 1,000.00	\$ 12,000.00	\$ 950.00	\$ 11,400.00	
Utility Relocations / Adjustments													
48	1515	Relocate Fire Hydrant	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 5,674.64	\$ 5,674.64	\$ 3,004.00	\$ 3,004.00	\$ 2,300.00	\$ 2,300.00	
49	1515	Relocate Water Meter	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 3,721.08	\$ 3,721.08	\$ 2,730.00	\$ 2,730.00	\$ 930.00	\$ 930.00	
50	1515	Relocate 2" RPZ Backflow Assembly	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 5,488.59	\$ 5,488.59	\$ 2,342.00	\$ 2,342.00	\$ 7,000.00	\$ 7,000.00	
51	SP-05	Services	1	EA	\$ 150.00	\$ 150.00	\$ 5,581.62	\$ 5,581.62	\$ 300.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00	
52	858	Adjustment of Manholes	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 1,736.50	\$ 8,682.50	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	
53	SP-06	Adjustment of Fiber Box	1	EA	\$ 400.00	\$ 400.00	\$ 2,313.27	\$ 2,313.27	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	
Erosion Control													
54	1605	Temporary Silt Fence	2150	LF	\$ 2.90	\$ 6,235.00	\$ 3.53	\$ 7,589.50	\$ 5.00	\$ 10,750.00	\$ 3.50	\$ 7,525.00	
55	SP-07	Silt Fence Outlet	10	EA	\$ 150.00	\$ 1,500.00	\$ 806.23	\$ 8,062.30	\$ 500.00	\$ 5,000.00	\$ 375.00	\$ 3,750.00	
56	1660	Seeding and Mulching	0.8	AC	\$ 3,300.00	\$ 2,640.00	\$ 3,100.90	\$ 2,480.72	\$ 7,500.00	\$ 6,000.00	\$ 2,600.00	\$ 2,080.00	
57	SP-08	Storm Drain Inlet Protection	21	EA	\$ 250.00	\$ 5,250.00	\$ 936.47	\$ 19,665.87	\$ 300.00	\$ 6,300.00	\$ 300.00	\$ 6,300.00	
58	1631	Matting for Erosion Control (North American Green S150BN or eq)	2000	SY	\$ 2.00	\$ 4,000.00	\$ 8.06	\$ 16,120.00	\$ 5.00	\$ 10,000.00	\$ 2.75	\$ 5,500.00	
Traffic Control													
59	SP-9	Traffic Control	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 80,623.29	\$ 80,623.29	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
Total Estimated Base Cost						846,181.00		\$ 1,403,734.36		\$ 1,196,172.00		\$ 1,106,789.50	
10% Contingency Base Cost						84,618.10		\$ 140,373.44		\$ 119,617.20		\$ 110,678.95	
Total Estimated Cost						930,799.10		\$ 1,544,107.80		\$ 1,315,789.20		\$ 1,217,468.45	
Bid Security (5%)							Yes		Yes		Yes		Yes
Irregularities (see highlighted areas on form)						None.		\$0.01 addition error, did not affect the bid results.		None.		None.	

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



11-25-2020



ALFRED M. BROWN OPERATIONS CENTER TRAFFIC CIRCLE

This Lease Agreement (hereinafter referred to as "Agreement" or "Lease Agreement") is made and entered into this _____ day of _____, 20____, by and between the County of Cabarrus, North Carolina (hereinafter referred to as "County"); and the City of Concord, North Carolina (hereinafter referred to as "City") for the lease of _____ (hereinafter referred to as "Park") as shown in Exhibit A attached.

WITNESSETH:

WHEREAS, this Agreement is executed pursuant to G.S. 160A-274 and G.S. 153A-165 providing for the lease and joint use of government property;

WHEREAS, the County and the City desire to cooperatively provide recreational and park services, programs and facilities for the welfare and quality of life of their citizens;

WHEREAS, the County has developed a 34 acre public park near Cox Mill Elementary School and wishes to enter into this Agreement with the City to manage, operate, program and maintain the park;

WHEREAS, this Agreement is intended to set forth certain responsibilities and obligations between the parties relating to the management, operations, programming and maintenance of a public park in the County;

WHEREAS, the City and County both strive for efficient use of tax dollars and joint projects between the City and County reduce duplication of services and promote more effective use of public monies;

NOW THEREFORE, upon valuable consideration, the receipt of which is hereby acknowledged by each party and upon the premises contained here, the parties agree as follows:

ARTICLE I: PARK PROPERTY LEASE AND ASSETS

1.0 Park Property. The County is the owner of approximately 34 acres of land located at 1300 Cox Mill Road, Concord, NC 28027 which the County has developed into public ballfields named Cox Mill Elementary School Fields as shown in Exhibit A attached.

1.1 Lease of Park Property. The County and City do hereby agree that the City shall lease the Park property from the County upon the terms and conditions set forth herein.

1.2 Term. The term of the lease of the Park shall be for a period of fifty (50) years beginning August 1, 2021 and Ending on September 30, 2071 ("Term"). The lease may be extended for an additional twenty-five (25) year term if approved by both the City Council and Cabarrus County Commissioners.

1.3 Annual Lease Payment. The City shall pay an annual lease payment of one dollar (\$1.00) to the County to lease the Park from the County. The City shall not be required to pay any additional fees to the County for the lease, operations, programming or maintenance of the Park.

ARTICLE II: PARK DESIGN AND DEVELOPMENT

2.1 Walkthrough. City and County staff shall complete a joint walkthrough of the Park before approval of this Agreement by the City and County. The County shall be responsible for addressing safety and repair concerns noted during the walkthrough.

2.2 Americans with Disabilities Act (ADA). The County agrees that the Park facilities are compliant with ADA requirements as stated in the NC Building Codes including provision of handicapped accessible restrooms. The County shall be responsible for paying the costs of any facility changes necessary to meet ADA regulations on Park facilities (ball fields, playground, trail concession building, restrooms etc.) leased to the City.

2.3 Future Development. The quality of the Park and its development shall continue as an ongoing project throughout the term of this Agreement and the City may develop additional recreational facilities within the Park at a later date at its sole discretion. These improvements and all design construction costs will be at no cost to the County. Any alteration, addition or improvement will be completed in good and workmanlike manner in accordance with plans, specifications and drawings and in compliance with all applicable laws, regulations and codes. All recreational facilities (fixed assets) remain the property of the County. Any Park facilities constructed by the City during the term of the lease (i.e. storage building) shall become property of the County and leased by the City at no additional cost.

ARTICLE III: PARK OPERATIONS

3.1 Park Management. During the term of the Agreement, the City shall manage, operate, program and supervise use of the Park for the benefit of the public.

3.2 Park Operations. The City shall provide, promote, administer and operate recreational facilities, programs and services in the Park, consistent with other City Parks and recreational facilities, inclusive of all operational hours. The City may, at its discretion and sole expense, choose to expand the hours and days of the operation of the Park, consistent with other parks in the City's park system.

3.3 Third-Party Agreement. The City may execute and enter in such agreements with third parties as it deems necessary or advisable for the provision of programs and services offered at the Park.

3.4 Fees and Charges. The City shall adopt a Facility Rental Policy and Fee Schedule for use of the Park facilities and/or participation in Park programs and services. Different fee amounts may apply to city residents and non-city residents for programs and park services. Facility use charges (picnic shelter and ball field rental charges) shall be consistent for city and non-city residents. The City may revise fees and charges at its discretion. All fees, charges and other revenue collected, including concession revenue, shall be the property of the City.

3.5 Utilities. The City shall pay all water, sewer, electric and other utility charges for services to the Park beginning August 1, 2021.

3.6 Field Sponsorships. The City may solicit and approve corporate sponsors for fields and facilities at the Park in connection with the Odell Youth Athletic Association. All sponsors shall be allowed to display signage with sponsor name and logo as approved by the City. Any revenue derived from field or facility sponsorships shall be the property of the City or as outlined in the Priority Use Agreement.

ARTICLE IV: PARK MAINTENANCE, REPAIRS AND USE OF FACILITY

4.1 Use of Property. The City will have the exclusive use of the Park including but not limited to all fields, common areas and concession and bathroom facilities therein. The City shall at all times use the Park in accordance with the Conservation Easement and Easement for Ingress/Egress dated January 14, 2011 and recorded in the Cabarrus County Register of Deeds on January 21, 2011 in Book 09452 at Page

0026-00054 and all applicable laws, rules, codes, regulations and ordinances. To the extent practicable, the City intends to work with the Odell Youth Athletic Association to develop a Priority Use Agreement.

4.2 Maintenance Responsibilities. The City shall maintain the Park as part of the City's park system and in a manner consistent with maintenance performed at other City park and recreational facilities. The City may contract for maintenance and grounds keeping services at the Park with a private contractor. The City will be solely responsible to repair and maintain and keep the Park and the sidewalks, parking lot, curbs, and landscaping in good order and condition in accordance with applicable ordinances, ordinary wear and tear, casualty loss and condemnation excepted.

4.3 Maintenance Schedule. The City shall adopt a maintenance schedule for the Park consistent with maintenance schedules at other comparable City park and recreation facilities.

4.4 Repairs and Replacement of Facilities. The City shall be responsible for the general repairs, replacement and maintenance of all park facilities and improvements at the Park, including without limitation, structural repairs to roofs, asphalt, fencing, buildings, etc.

ARTICLE V: DAMAGE OR DESTRUCTION AND MAJOR REPAIRS

5.1 Repair and Restoration. If at any time during the Term hereof, the Facility or any part thereof is damaged or destroyed by fire or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, The City will proceed with reasonable diligence to repair, alter, restore, replace, or rebuild the same as nearly as possible to its value, condition, and character immediately prior to such damage or destruction.

Notwithstanding the foregoing, if (i) the available insurance proceeds are insufficient to repair, alter, restore or rebuild the Park or any part thereof to as nearly as possible to its value, condition, character immediately prior to such damage or destruction, (ii) fire or other casualty renders the whole or any material part of the Park untenable or unusable for its intended purposes, and the City determines in its reasonable discretion, that it cannot make the Park tenantable or usable for its intended purposes within one hundred eighty (180) days after the casualty, then the City shall have the right, in its sole discretion, to terminate the Lease Agreement by providing thirty (30) days' prior notice of such election to terminate and giving the County all applicable insurance proceeds in the amounts required by the Agreement. Anything herein to the contrary notwithstanding, the City must immediately secure the Park and undertake temporary repairs and work necessary to protect the public and to protect the Park from further damage.

In the event of major repairs needed to the Park and its facilities not covered by insurance, including but not limited to, failure of the pump station resulting in the need of major repairs and/or replacement; failure of the lighting system resulting in the need of major repairs and/or replacement, the County and the City shall share the costs of said major repairs and/or replacement equally.

ARTICLE VI: CITY FUNDING

6.1 This Agreement is contingent upon the Concord City Council approving Parks and Recreations funding request in its FY22 budget for the maintenance and staff necessary to maintain the Park.

6.2 In the event the City Council does not approve the funding request in its FY22 budget for the maintenance and staffing of the Park, the City will not move forward with this Agreement and it shall become null and void.

ARTICLE VII: MISCELLANEOUS

7.1 Indemnity and Insurance. The City and the County do hereby indemnify and hold harmless each other from any and all liabilities, losses, costs or expenses whatsoever (including without limitation, attorneys' fees and court costs) as they are incurred and finally awarded, arising out of, attributable to or resulting from any claims by the other party, its agents, invitees, employees, or by any third parties, as a result of occurrences within the Park. The City shall maintain in force during the Term of the Lease Agreement, public liability insurance naming the County as an additional insured, with coverage in an amount of no less than \$1,000,000.00 per occurrence. Such policy shall contain a provision that the policy cannot be canceled without thirty (30) days prior written notice to the County. A copy of said policy or endorsement and each renewal thereof during the Term of this Lease Agreement shall be delivered to the County.

7.2 Entry upon Abandonment. In the event the City at any time during the Term of this Lease Agreement abandons the Park or any part thereof, the County may, at County's option, retake possession of the Property.

73. Miscellaneous. Each Party to this Agreement further agrees as follows:

i. Without further consideration, each party shall at any time, and from time to time, execute and deliver to any other party such further documents, and take such other action, as an other party may reasonably request in order to effectuate the purposes of this Agreement.

ii. All understandings and agreements heretofore had between the parties are merged in this Agreement and the related agreements, if any, executed in conjunction with this Agreement all of which together fully and completely express their agreement, and no representations or warranties have been made by any party to another party except as are herein expressly set forth or required pursuant to this Agreement and the related agreements, if any, executed in conjunction with this Agreement.

iii. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both the City and the County. The parties hereto may amend the Exhibits attached hereto by mutual agreement as many times as needed by attaching an initialed Exhibit hereto with the same name as the Exhibit they are replacing but with a consecutive number added to the end of the Exhibit letter for each amendment (e.g. Exhibit A-1, followed by Exhibit A-2).

iv. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

v. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

vi. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of the Agreement.

vii. The execution and delivery of this Agreement and the performance of the obligations hereunder have been duly authorized by all requisite actions required by law of each party.

viii. Any correspondence relating to Cox Mill Elementary Athletic Fields should be sent to the following Address:

City of Concord
Director of Parks and Recreation
P.O. Box 308
Concord, NC 28026

IN WITNESS WHEREOF, the Cabarrus County Commissioners and the Concord City Council have approved this Agreement and caused it to be executed and attested by their duly authorized officials.

COUNTY OF CABARRUS

By: _____

ATTEST:

CLERK

[SEAL]

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

Cabarrus County Finance Director

CITY OF CONCORD

By: _____

ATTEST:

CLERK

[SEAL]

Approved as to form:

VaLerie Kolczynski, City Attorney

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

City of Concord Finance Director

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 62 OF
THE CITY CODE FOR CONCORD, NORTH CAROLINA

WHEREAS, the City Council of the City of Concord is authorized from time to time to amend the Concord Code of Ordinances of the City of Concord; and

WHEREAS, the City Council of the City of Concord recognizes the need to amend the Concord Code of Ordinances of the City of Concord and hereby adopts the following changes to the Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, North Carolina, after due consideration and in the best interests of its citizens and property of Concord, that:

Section 1. That Chapter 62 – Water and Wastewater Utilities, Article IV. – Fees, Charges, and Bills, Sec. 62-132(b). – Water connection charges is hereby deleted as follows:

Water connection charges. These fees are intended to provide for the recovery of costs from customers for the labor and equipment associated with the installation of connections to the existing water distribution system and offset the cost of major capital improvements. Each residential customer shall pay an amount based on the number of residential units, customer's water meter size and the installer of the connection. Each non-residential customer shall pay an amount based on the customer's water meter size and the installer of the connection. Owners/developers shall pay connection charges prior to recording a final plat or, if a preliminary plat is not required, then prior to the issuance of a zoning clearance permit.

This fee applies to each residential unit, commercial and industrial lot or unit requiring water and/or sewer utility service.

Section 2. That Chapter 62 – Water and Wastewater Utilities, Article IV. – Fees, Charges, and Bills, Sec. 62-132(b). – Water connection charges is hereby amended and adopted as follows:

Water connection charges. These fees are intended to provide for the recovery of costs from customers for the labor and equipment associated with the installation of connections to the existing water distribution system and offset the cost of major capital infrastructure. Each residential customer shall pay an amount based on the number of residential units, customer's water meter size and the installer of the connection. Each non-residential customer shall pay an amount based on the customer's water meter size and the installer of the connection. Owners/developers shall pay connection charges at the time of issuance of a zoning clearance permit.

This fee applies to each residential unit, commercial and industrial lot or unit requiring water and/or sewer utility service.

Section 3. That Chapter 62 – Water and Wastewater Utilities, Article IV. – Fees, Charges, and Bills, Sec. 62-132(d). – Wastewater connection charges is hereby deleted as follows:

Wastewater connection charges. These fees are intended to provide for the recovery of costs from customers for the labor and equipment associated with the installation of connections to the existing wastewater collection system and offset the cost of major capital improvements. Each residential customer shall pay an amount based on the number of residential units, customer's sewer service size and the installer of the connection. Each non-residential customer shall pay an amount based on the customer's water meter size and the installer of the connection. Owners/developers shall pay connection charges prior to recording a final plat or, if a preliminary plat is not required, then prior to the issuance of a zoning clearance permit.

This fee applies to each residential unit, commercial and industrial lot or unit requiring water and/or sewer utility service.

Section 4. That Chapter 62 – Water and Wastewater Utilities, Article IV. – Fees, Charges, and Bills, Sec. 62-132(d). – Wastewater connection charges is hereby amended and adopted as follows:

Wastewater connection charges. These fees are intended to provide for the recovery of costs from customers for the labor and equipment associated with the installation of connections to the existing wastewater collection system and offset the cost of major capital infrastructure. Each residential customer shall pay an amount based on the number of residential units, customer's sewer service size and the installer of the connection. Each non-residential customer shall pay an amount based on the customer's water meter size and the installer of the connection. Owners/developers shall pay connection charges at the time of issuance of a zoning clearance permit.

This fee applies to each residential unit, commercial and industrial lot or unit requiring water and/or sewer utility service.

Section 5. This Ordinance shall be effective January 1, 2021.

Adopted this 10th day of December 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

APPROVED AS TO FORM:

VaLerie Kolczynski, City Attorney



MEMORADUM

DATE: Monday, November 23, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Const. Manager Roadway
 SUBJECT: Acceptance
 PROJECT NAME: The Villages at Skybrook N. PH 2-2
 PROJECT NUMBER: 2016-021
 DEVELOPER: Laureldale, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, December 10, 2020
 ONE-YEAR WARRANTY DATE: Thursday, December 9, 2021

Street	Length in LF	ROW in FT	Plat
Streamwood LN NW	260.00	60.00	PH 2-2 MP 1
Skygrove PL NW	485.00	60.00	PH 2-2 MP 1
Smokethorn DR NW	300.00	60.00	PH 2-2 MP 1
Coffeetree DR NW	700.00	60.00	PH 2-2 MP 2
Briarfield DR NW	163.00	60.00	PH 2-2 MP 2
Smokethorn DR NW	511.00	60.00	PH 2-2 MP 2
Trailside RD NW	160.00	60.00	PH 2-2 MP 2
Streamwood LN NW	319.00	60.00	PH 2-2 MP 3
Briarfield DR NW	652.00	60.00	PH 2-2 MP 3
Fresh Meadow PL NW	265.00	60.00	PH 2-2 MP 3
TOTAL	3815.00		

I, Joseph E. Whaley Jr., certify that this map was (drawn under my supervision from an actual survey made under my supervision, (dead description recorded in Book 6290, Page 85); that the error of closure as calculated by latitudes and departures is in excess of 1:10,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Book 6023, Page 21; that this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; that this map was prepared in accordance with General Statute § 47-30 as amended. Witness my hand and seal this 9 day of Feb A.D. 2017. Surveyor License or Registration Number L-3957

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I hereby certify that I am owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

BY: John E. Whaley Jr. 2/9/17
OWNER DATE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
Greg Bell REVIEW OFFICER OF
CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Greg Bell (PDE) 02/17/2017
REVIEW OFFICER DATE

NORTH CAROLINA
CABARRUS COUNTY
I, JOSEPH E. WHALEY JR., a notary public for said county and state, do hereby certify that John E. Whaley Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal, this the 9 day of February, 2017.
My commission expires: 12-19-18

BEARINGS BASED ON NC GRID (NAD 83)

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS
CITY OF CONCORD
NAME OF SUBMISSION: THE VILLAGES AT SKYBROOK NORTH PHASE 2 MAP 1
NAME OF SUBMITTER: LAURELDALE, LLC
NAME OF STREETS IN SUBDIVISION: SMOKEBROOK DRIVE, RIVER OAKS DRIVE, OYERLEA PLACE, SKYBROOK PLACE, SEVENOVEN PLACE, STREAMWOOD DRIVE
SUBDIVIDER: LAURELDALE, LLC
I hereby, to the best of my knowledge, and belief, that all street, storm drainage, water and sewer work to be performed on this subdivision has been checked by me or my authorized representative and conforms with all laws, codes, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Department of Transportation. I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.
Signed: John E. Whaley Jr.
REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NO. 122819 DATE 2/10/17

NORTH CAROLINA
CABARRUS COUNTY
I, JOSEPH E. WHALEY JR., a notary public for said county and state, do hereby certify that John E. Whaley Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal, this the 9 day of February, 2017.
My commission expires: 12-19-18
Notary Public

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00	31.42	28.28	N44°38'01"E	80°00'00"
C2	280.00	8.28	8.28	N00°33'48"E	1°48'29"
C3	280.00	47.37	47.30	N08°41'40"E	10°28'19"
C4	260.00	46.71	46.85	N17°03'38"E	10°17'37"
C5	260.00	29.16	29.14	N25°23'12"E	6°25'31"
C6	20.00	32.18	28.82	S17°27'20"E	82°10'35"
C7	200.00	20.08	20.07	S86°20'01"E	5°45'12"
C8	200.00	56.11	55.92	S77°29'01"E	18°12'24"
C9	260.00	41.93	41.89	S81°54'03"E	8°14'28"
C10	260.00	36.23	36.20	S73°17'19"E	7°59'00"
C11	260.00	46.58	46.52	S64°08'51"E	10°15'56"
C12	20.00	25.63	23.91	N84°18'22"E	73°26'29"
C13	200.00	48.46	49.34	N40°27'31"E	14°10'14"
C14	200.00	15.70	15.69	N31°07'30"E	4°29'47"
C15	25.00	26.01	24.85	S00°55'45"E	59°36'44"
C16	80.00	17.91	17.84	S22°11'03"E	17°08'09"
C17	80.00	80.39	48.82	N10°28'28"E	48°06'49"
C18	80.00	41.08	40.28	N64°48'45"E	38°13'48"
C19	80.00	41.00	40.21	S84°08'46"E	38°08'08"
C20	80.00	37.43	36.82	S49°15'54"E	39°44'35"
C21	80.00	16.82	16.86	S23°19'00"E	16°09'14"
C22	80.00	37.21	36.62	N02°31'42"E	35°32'10"
C23	80.00	48.57	47.25	N43°28'01"E	46°22'27"
C24	80.00	1.00	1.00	N67°08'58"E	0°57'30"
C25	25.00	18.67	18.24	N48°13'44"E	42°47'59"
C26	260.00	31.69	31.67	N26°18'36"E	6°57'43"
C27	260.00	46.49	46.43	N36°54'48"E	10°14'42"
C28	260.00	24.99	24.98	N44°44'27"E	6°30'29"
C29	200.00	70.02	69.67	N37°02'45"E	20°03'38"
C30	200.00	67.16	66.20	N13°34'01"E	27°48'59"
C31	20.00	31.42	28.28	S45°20'59"E	80°00'00"
C32	230.00	161.78	158.47	N19°48'03"E	40°18'06"
C33	230.00	30.48	30.46	N43°44'52"E	7°35'32"
C34	230.00	149.58	146.64	N26°15'54"E	37°16'28"
C35	230.00	79.82	79.42	S59°21'19"E	16°53'00"
C36	230.00	67.14	66.90	S77°38'32"E	16°43'27"
C37	260.00	6.88	6.88	S58°08'44"E	0°07'42"
C38	20.00	21.14	20.17	S89°18'40"E	60°53'34"
C39	20.00	8.26	8.17	S13°28'40"E	26°30'09"
C40	60.00	30.44	30.11	S24°42'42"E	28°33'48"
C41	60.00	20.09	20.00	N73°42'42"E	18°11'17"
C42	260.00	20.33	20.32	S79°31'12"E	04°28'47"

LINE TABLE

LINE	LENGTH	BEARING
L1	30.00	S82°04'40"E
L2	86.13	S22°36'44"E
L3	121.63	N88°39'01"E
L4	122.42	S72°58'36"E
L5	52.78	N06°34'58"E
L6	80.87	N47°32'38"E
L7	40.00	N88°39'01"E
L8	60.54	N47°32'38"E
L9	60.83	N42°41'58"E
L10	41.84	N50°37'29"E
L11	61.10	N42°32'37"E
L12	211.58	N88°39'01"E
L13	89.19	N88°39'01"E
L14	78.72	S00°20'59"E
L15	106.52	S89°17'49"E
L16	60.54	N47°32'38"E
L17	60.00	N58°36'23"E
L18	20.67	S88°29'53"E
L19	9.17	S13°38'49"E
L20	22.85	S56°45'47"E
L21	14.84	N42°41'58"E
L22	16.41	N14°38'49"E
L23	12.14	S56°45'47"E
L24	30.04	N82°37'42"E
L25	36.98	N52°46'06"E
L26	56.04	N74°49'30"E
L27	31.19	N21°01'36"E
L28	55.08	N28°04'25"E
L29	7.60	N30°32'44"E
L30	20.21	N13°16'45"E
L31	102.88	S32°38'42"E
L32	95.64	S16°17'17"E
L33	98.51	S17°17'17"E
L34	125.10	S32°38'42"E
L35	28.49	N13°16'45"E
L36	46.69	N11°48'14"E
L37	22.04	S19°40'53"E
L38	30.95	S58°16'33"E
L39	28.07	S85°44'45"E
L40	6.93	S57°18'57"E
L41	30.02	S12°01'52"E
L42	30.06	S88°03'28"E
L43	20.59	N14°38'48"E
L44	19.02	S88°03'28"E
L45	22.44	S12°01'52"E
L46	20.34	S57°18'57"E
L47	25.26	S85°44'45"E
L48	19.06	S58°16'33"E
L49	23.78	S19°40'53"E
L50	33.31	S59°57'24"E
L51	38.07	S59°48'10"E
L52	28.58	N16°32'27"E
L53	33.24	S59°47'07"E
L54	38.16	S59°57'24"E
L55	18.47	S87°03'53"E
L56	43.31	N11°48'14"E
L57	73.24	N13°16'45"E
L58	4.90	N30°32'44"E
L59	56.74	N28°04'25"E
L60	22.28	N21°01'36"E
L61	49.79	N74°49'30"E
L62	35.53	N52°46'06"E
L63	39.71	N82°37'42"E
L64	1.73	S89°47'07"E
L65	56.82	N42°41'58"E
L66	103.97	N14°26'14"E
L67	26.87	N32°06'10"E
L68	131.29	N22°51'08"E

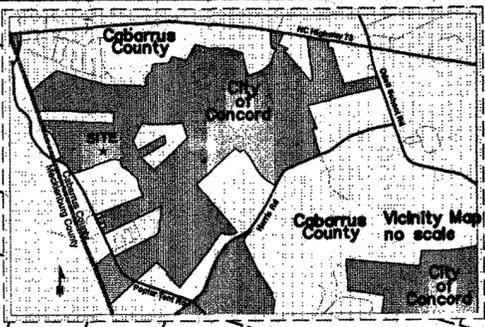
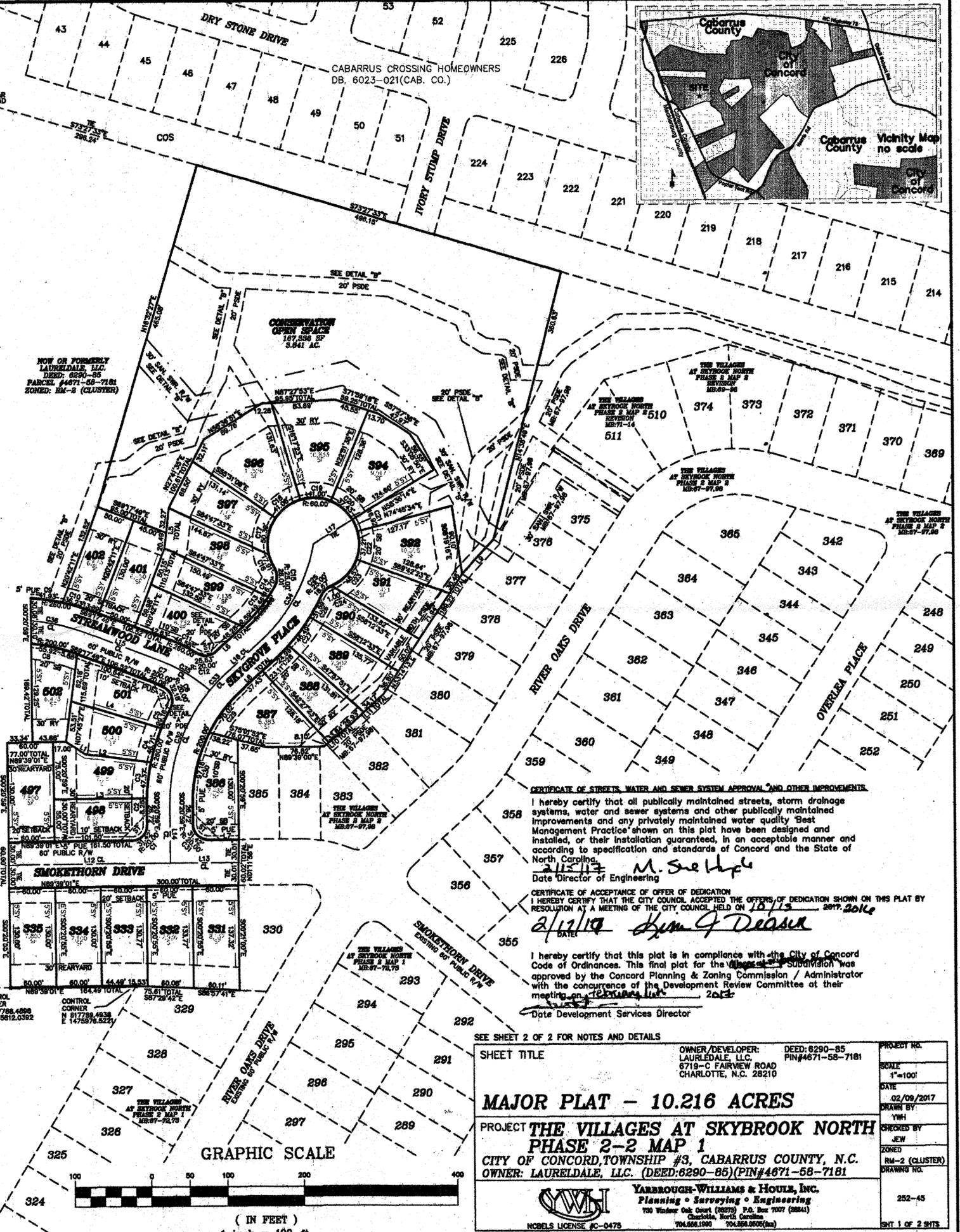
JOSEPH E. WHALEY JR.
NOTARY PUBLIC
North Carolina

NOW OR FORMERLY
LAURELDALE, LLC
DEED: 6290-85
PARCEL #4871-58-7181
ZONED: RM-2 (CLUSTER)

NOW OR FORMERLY
PATRICK RAMSEY
DEED: 6290-85

FILED Feb 17, 2017 02:36 pm
BOOK 00072
PAGE 0103 THRU 0103
INSTRUMENT # 04137
EXCISE TAX \$0.00
BY

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS



CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality Best Management Practices shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.
Date Director of Engineering: 2/15/17 M. Sue Hoke

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON 10/15 2017.
DATE: 2/15/17
Jim J. Decker
Date Director of Engineering

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the LAURELDALE, LLC Subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on 10/15/17 2017.
Date Development Services Director

SEE SHEET 2 OF 2 FOR NOTES AND DETAILS

SHEET TITLE: **MAJOR PLAT - 10.216 ACRES**

PROJECT: **THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 1**

CITY OF CONCORD, TOWNSHIP #3, CABARRUS COUNTY, N.C.
OWNER: LAURELDALE, LLC. (DEED: 6290-85) (PIN#4871-58-7181)

OWNER/DEVELOPER: LAURELDALE, LLC
8719-C FAIRVIEW ROAD
CHARLOTTE, N.C. 28210

PROJECT NO.: 02/09/2017
SCALE: 1"=100'
DATE: 02/09/2017
DRAWN BY: YWH
CHECKED BY: JEW
ZONED: RM-2 (CLUSTER)
DRAWING NO.: 252-45
SHT 1 OF 2 SHTS

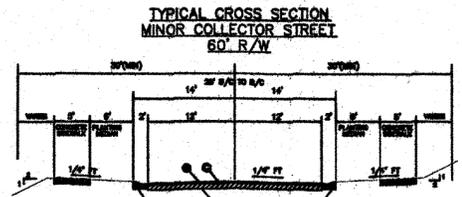
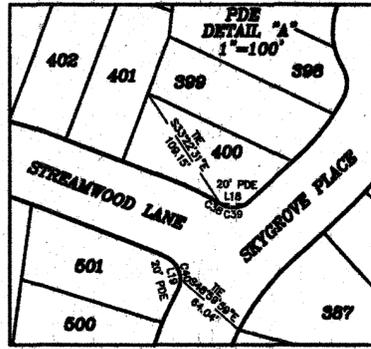
YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
750 Windsor Oak Court (28279) P.O. Box 7007 (28841)
Charlotte, North Carolina 704.568.1990 704.568.0505(hot)

NCELS LICENSE #C-0475

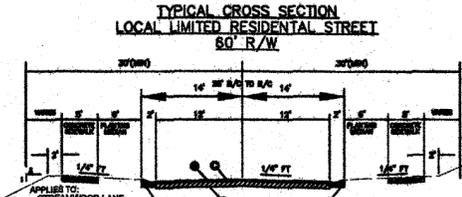
I, Joseph E. Whaley Jr. certify that this map was (drawn under my supervision from an actual survey made under my supervision, (dead description recorded in Book 0290, Page 85); that the error of closure as calculated by latitudes and departures is in excess of 1:10,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Book 0223, Page 21; that this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; that this map was prepared in accordance with General Statute § 47-30 as amended. Witness my hand and seal this 9 day of Feb A.D. 2017. Surveyor License or Registration Number L-3857

27-17
Beck

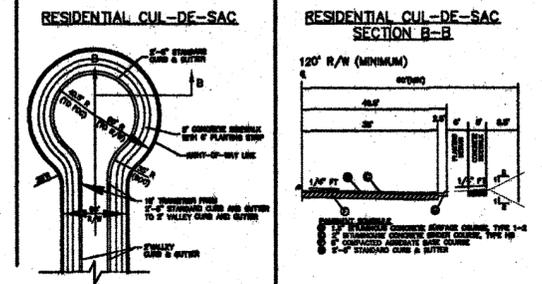
STATE OF NORTH CAROLINA
 COUNTY OF CABARRUS
 REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Beck
 REVIEW OFFICER (PDS) 02/17/2017
 DATE



APPLIES TO:
 - SMOCKTHORN DRIVE (FROM COFFREETREE DRIVE TO RIVER DAVIS DRIVE)
 - TRAILSIDE ROAD
 - COFFREETREE DRIVE FROM TRAILSIDE ROAD TO TEMP. END OF COFFREETREE DR.



APPLIES TO:
 - STREAMWOOD LANE
 - FRESH MEADOW PLACE
 - SKYROGUE PLACE
 - BRIARFIELD DRIVE



- LEGEND
- ECM - EXISTING CONCRETE CONTROL CORNER MONUMENT
 - COS - COMMON OPEN SPACE
 - LF - LINEAR FEET
 - LME - LANDSCAPE AND MONUMENT EASEMENT
 - MS - MAP BOOK
 - PDE - PUBLIC DRAINAGE EASEMENT (MAINTAINED BY CITY OF CONCORD)
 - PSDE - PRIVATE STORM DRAINAGE EASEMENT (MAINTAINED BY HOMEOWNERS)
 - R/W - RIGHT-OF-WAY
 - SF - SQUARE FEET
 - ST - 35'X35' SIGHT TRIANGLE EASEMENT
 - SAN. SEW. ESMT. - SANITARY SEWER EASEMENT
 - SL - SEWER LINE
 - 30' RY - 30' REARYARD
 - 20' SB - 20' SETBACK
 - 10' SB - 10' SIDE CORNER LOT SETBACK
 - 5'SY - 5' SIDEYARD
 - YWHW - YARBROUGH-WILLIAMS AND HOULE
 - 5' PUE - 5' PUBLIC UTILITY EASEMENT

NOTES
 STREET LIGHT INSTALLATION MUST BE WITHIN CITY OF CONCORD GUIDELINES. ANY UPGRADE TO DECORATIVE LIGHTING WILL BE AT THE COST OF THE OWNER/DEVELOPER.

- A 20' RADIUS IS DEDICATED AT ALL INTERSECTIONS.
- A 25' RADIUS IS DEDICATED AT ALL INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE.
- THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF AN NCOS CONTROL MONUMENT. GRID BEARINGS SHOWN AS COMPUTED BY STATIC GPS OPUS SESSIONS.
- A 2' SIDEWALK EASEMENT WILL BE IN PLACE WHERE SIDEWALK ABUTS RIGHT-OF-WAY.
- COMMON OPEN SPACE AREAS TO BE LEFT UNDISTURBED. ACTIVE RECREATION AREAS MAY BE DISTURBED TO INSTALL IMPROVEMENTS. OTHER AREAS MAY ONLY BE DISTURBED UPON APPROVAL BY THE SUBDIVISION ADMINISTRATOR.
- CONTRACTOR SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS IN DISPOSING OF DEMOLISHED MATERIALS REMOVED FROM THIS SITE.
- SANITARY SEWER AND DOMESTIC WATER BY THE CITY OF CONCORD WILL BE AVAILABLE TO EACH LOT.
- LOTS LESS THAN 50 FEET FROM ACTIVE OPEN SPACE MUST BE SCREENED PER SECTION 4.8 OF THE UDO.
- PASSIVE AND CONSERVATION OPEN SPACE DEPICTED SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 35'X35' SIGHT TRIANGLE EASEMENTS SHALL BE PROVIDED AT ALL INTERNAL INTERSECTIONS.
- STREET TREES TO BE INSTALLED PER CITY OF CONCORD REQUIREMENTS.
- PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FIRM PANEL 37025C0070 D, DATED NOVEMBER 2, 1984.
- UTILITY CONNECTION FEES DUE AT TIME OF ISSUANCE OF RESIDENTIAL ZONING CLEARANCE PERMIT.
- 1/2" IRON PINS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
- PROPERTY ZONED RM-2
- LOT SIZES RANGE FROM 5,500 SF TO 11,455 SF
- LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS

LINEAR FEET IN STREETS
 STREAMWOOD LANE NW-280.56
 SKYROGUE PLACE NW-44.48
 SMOCKTHORN DRIVE NW-300.69

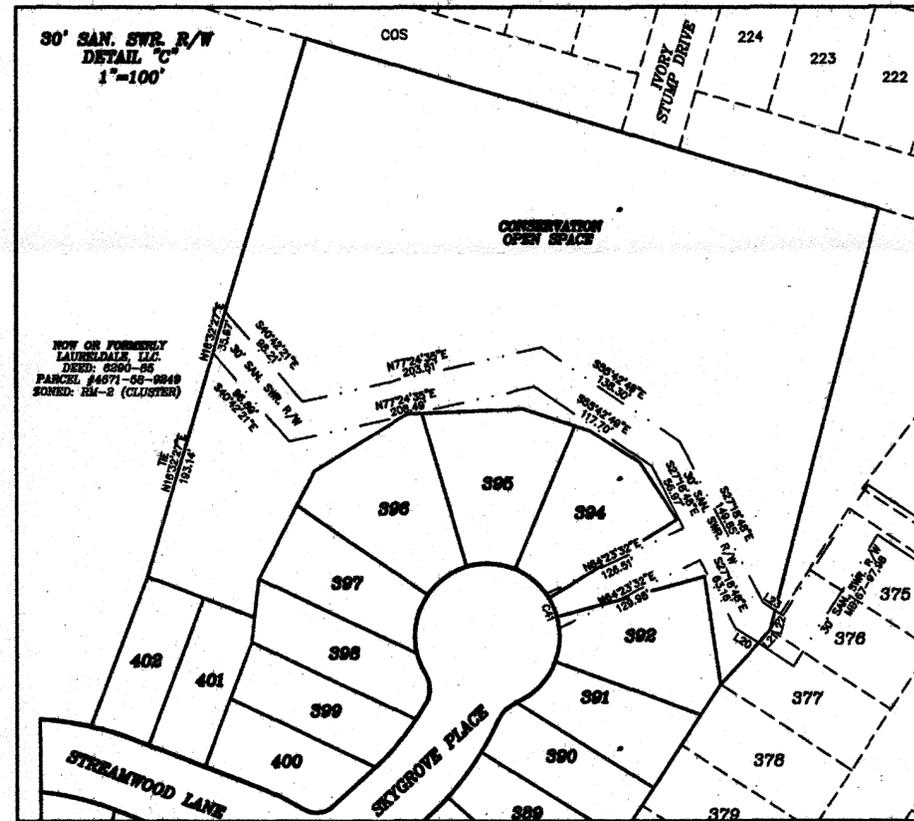
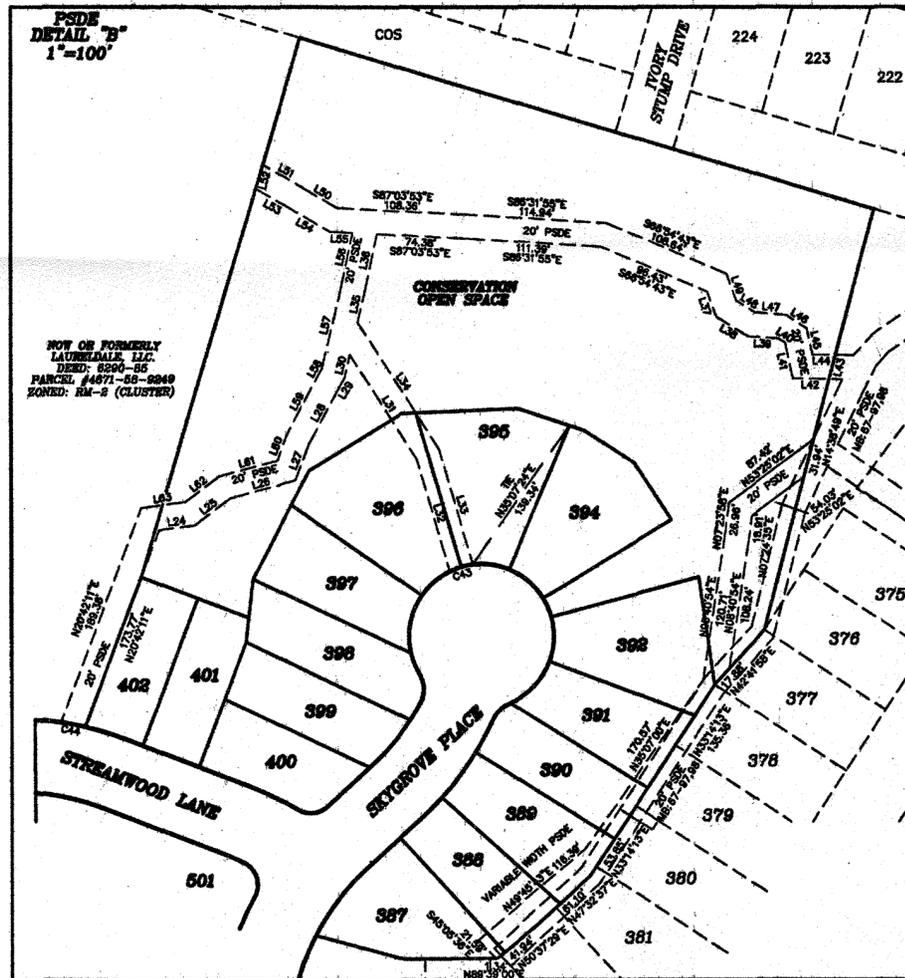
BEARINGS BASED ON NC GRID (NAD 83)

PIN #4671-58-7181

AREA IN COS - 3.841 ACRES
 AREA IN LOTS - 4.844 ACRES
 AREA IN R/W - 1.531 ACRES
 TOTAL AREA - 10.216 ACRES
 27 LOTS RECORDED ON THIS PLAT.

DEDICATION OF COMMON OPEN SPACE

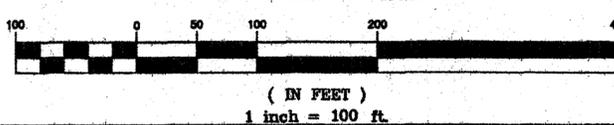
THE VILLAGES AT SKYBROOK NORTH HOMEOWNERS ASSOCIATION OF CABARRUS, INC. IN RECORDING THIS PLAT AS A PORTION OF THE VILLAGES AT SKYBROOK NORTH HAS DESIGNATED CERTAIN PARTS AS "COMMON OPEN SPACES" FOR USE BY THE HOMEOWNERS OR TENANTS OF THE VILLAGES AT SKYBROOK NORTH FOR PARKING RECREATIONAL AND OTHER RELATED ACTIVITIES AS MORE FULLY PROVIDED FOR IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO THE VILLAGES AT SKYBROOK NORTH. DECLARATION TO BE RECORDED IN THE CABARRUS COUNTY REGISTRY PRIOR TO THE SALE OF ANY LOTS, AND WHICH SAID DECLARATION IS HEREBY MADE A PART OF THIS PLAT AND INCORPORATED HEREIN.



FILED Feb 17, 2017 02:36 pm
 BOOK 00072
 PAGE 0104 THRU 0104
 INSTRUMENT # 04138
 EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC
 WAYNE NIXON
 REGISTER OF DEEDS

GRAPHIC SCALE



SEE SHEET 1 OF 2 FOR PROPERTY, CURVE TABLE, LINE TABLE AND VICINITY MAP		PROJECT NO.
SHEET TITLE	OWNER/DEVELOPER: LAURELDALE, LLC 6718-C FAIRVIEW ROAD CHARLOTTE, N.C. 28210	DEED: 6290-85 PIN#4671-58-7181
MAJOR PLAT - 10.216 ACRES		
PROJECT THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 1		
CITY OF CONCORD, TOWNSHIP #3, CABARRUS COUNTY, N.C. OWNER: LAURELDALE, LLC. (DEED: 6290-85) (PIN#4671-58-7181)		
		SCALE 1"=100'
YARBROUGH-WILLIAMS & HOULE, INC. Planning • Surveying • Engineering 700 Woodrow Oak Court (60070) P.O. Box 7007 (28041) Charlotte, North Carolina 704.666.1990 704.666.0500(hm)		DATE 02/09/2017
NOBELS LICENSE #C-0475		DRAWN BY YWH
252-44		CHECKED BY JEW
SHEET 2 OF 2 SHEETS		ZONED RM-2 (CLUSTER)
DRAWING NO.		252-44

I, Joseph E. Whaley Jr., certify that this map was (drawn under my supervision from an actual survey made under my supervision, (deed description recorded in Book 6290, Page 85); that the error of closure as calculated by latitudes and departures is in excess of 1:10,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Book 6023, Page 21; that this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; that this map was prepared in accordance with General Statute § 47-30 as amended. Witness my hand and seal this 11 day of April, A.D. 2017. Surveyor License or Registration Number L-3957

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I hereby certify that I am owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

STATE OF NORTH CAROLINA COUNTY OF CABARRUS
GREG BELK REVIEW OFFICER OF CABARRUS COUNTY CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Greg Belk 5/18/17
REVIEW OFFICER DATE

OWNER BY: **Joseph E. Whaley Jr.** 4/13/17
For Laureldale LLC

NORTH CAROLINA CABARRUS COUNTY
I, **JOSEPH E. WHALEY JR.**, a notary public for said county and state, do hereby certify that **JOSEPH E. WHALEY JR.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal, this the 13 day of April, 2017.
My commission expires: 12-29-18

JOSEPH E. WHALEY JR.
NOTARY PUBLIC
Iredell County, North Carolina

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS CITY OF CONCORD

THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 2
NAME OF SUBDIVISION
COFFEE TREE DRIVE / BANGFIELD DRIVE / SMOKEHORN DRIVE / TRANSIDE DRIVE
NAME OF STREETS IN SUBDIVISION
LAURELDALE LLC
SUBDIVIDER

I hereby state, to the best of my knowledge, and belief, that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality Best Management Practice shown on this plat have been designed and installed, or their installation guaranteed, and have been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Department of Transportation.

I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 14-102.6 and the Code of Ordinances of the City of Concord.

Signed: **MARC A. HOWE**
REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NO. 14906 DATE 4/21/17

NORTH CAROLINA CABARRUS COUNTY

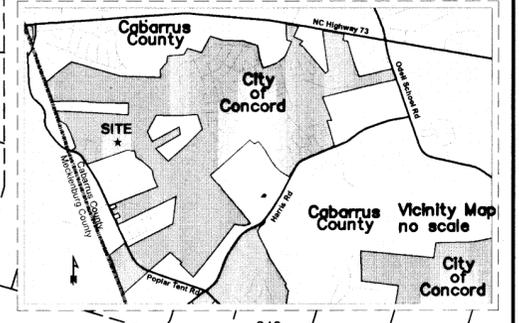
I, **JOSEPH E. WHALEY JR.**, a notary public for said county and state, do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the day of 4 April, 2017.
My commission expires: 12-29-18
Notary Public

JOSEPH E. WHALEY JR.
NOTARY PUBLIC
Iredell County, North Carolina

NOW OR FORMERLY LAURELDALE, LLC DEED: 6290-85 PARCEL #4671-58-7181 ZONED: RM-2 (CLUSTER)

NOW OR FORMERLY LAURELDALE, LLC DEED: 6290-85 PARCEL #4671-58-7181 ZONED: RM-2 (CLUSTER)



BEARINGS BASED ON NC GRID (NAD 83)

NOW OR FORMERLY MICHAEL P. SHALVOY MEGAN SHALVOY 16200 POPLAR TENT CHURCH RD HUNTERSVILLE, NC, 28078 DB: 23467-146 TAX#011-301-04 ZONED: R

NOW OR FORMERLY LAURELDALE, LLC DEED: 6290-85 PARCEL #4671-58-7181 ZONED: RM-2 (CLUSTER)

NOW OR FORMERLY SHAFFER, W AND RASHEEDAH M SHAMSID-DEEN 16200 POPLAR TENT CHURCH RD HUNTERSVILLE, NC, 28078 DB: 17245-265 TAX#011-301-06 ZONED: R

NOW OR FORMERLY ETTA H. MARTIN PO BOX 5105 CHARLOTTE, NC, 28226 DB: 4447-0117 TAX#011-301-08 ZONED: R

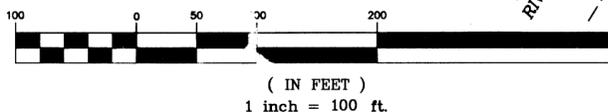
NOW OR FORMERLY LAURELDALE, LLC DEED: 19460-21 PARCEL #011-301-09 ZONED: NR-CO TOWN OF HUNTERSVILLE

OPEN SPACE 0.021 AC.

FILED May 18, 2017 03:41 pm FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS
BOOK 00073
PAGE 0068 THRU 0068
INSTRUMENT # 12491
EXCISE TAX \$0.00

NOW OR FORMERLY FAYE S. RAMSEY 16024 POPLAR TENT CHURCH RD HUNTERSVILLE, NC, 28078 DB: 5164-916 TAX#011-301-11

NOW OR FORMERLY FAYE S. RAMSEY DB: 6290-85 TAX#4671-57-5074 ZONED: LDR



THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 1 UNRECORDED CONSERVATION OPEN SPACE

THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 1 UNRECORDED

STREAMWOOD LANE EXISTING 60' PUBLIC R/W

THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 1 UNRECORDED

THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 1 UNRECORDED

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS
I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality Best Management Practice shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.
Date Director of Engineering **M. Sweigand** 5/18/17

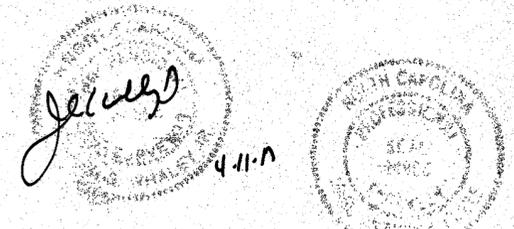
CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON 5-18-2017.
DATE **5/18/2017**

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the _____ Subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on **4/18/17**.
Date Development Services Director

SHEET TITLE: MAJOR PLAT - 7.562 ACRES
PROJECT: THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 2
CITY OF CONCORD, TOWNSHIP #3, CABARRUS COUNTY, N.C.
OWNER: LAURELDALE, LLC. (DEED: 6290-85) (PIN#4671-58-7181)

OWNER/DEVELOPER: LAURELDALE, LLC. 6719-C FAIRVIEW ROAD CHARLOTTE, N.C. 28210	DEED: 6290-85 PIN#4671-58-7181	PROJECT NO.
YARBROUGH-WILLIAMS & HOULE, INC. Planning • Surveying • Engineering 730 Windsor Oak Court (28273) P.O. Box 7007 (28241) Charlotte, North Carolina 704.666.1990 704.666.0006(haz)		SCALE: 1"=100'
NBELS LICENSE #C-0475		DATE: 01/18/17
DRAWN BY: YWH		CHECKED BY: JEW
ZONED: RM-2 (CLUSTER)		DRAWING NO.: 252-40
SHT 1 OF 2 SHTS		

I, Joseph E. Whaley Jr., certify that this map was (drawn under my supervision from an actual survey made under my supervision, (see description recorded in Book 6290, Page 85); that the error of closure as calculated by latitudes and departures is in excess of 1:10,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Book 6023, Page 21; that this plot is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; that this map was prepared in accordance with General Statute § 47-30 as amended. Witness my hand and seal this 11 day of April, 2017. Surveyor License or Registration Number L-3957



STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
GREG BELL
REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
GREG BELL
REVIEW OFFICER
DATE 5/12/17

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS
CITY OF CONCORD
THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 3
NAME OF SUBDIVISION
FRESH MEADOW PLACE / STREAMWOOD LN / BRIARFIELD DRIVE
NAME OF STREETS IN SUBDIVISION
LAURELDALE LN
SUBDIVIDER

I hereby state, to the best of my knowledge and belief, that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality Best Management Practices shown on this plat have been designed and installed, or their installation guaranteed, and have been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Department of Transportation.

I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-1076 and the Code of Ordinances of the City of Concord.
Signed: **Joseph E. Whaley Jr.** **MARK A. HOULE**
REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NO. **19906** DATE **4/21/17**

NORTH CAROLINA
CABARRUS COUNTY
I, **JOSEPH E. WHALEY JR.**, a notary public for said county and state, do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and official seal, this the day of **April**, 2017.

My commission expires: **12-19-18**
Notary Public

JOSEPH E. WHALEY JR.
NOTARY PUBLIC
Iredell County, North Carolina

- LEGEND
- ECM - EXISTING CONCRETE CONTROL CORNER MONUMENT
 - COS - COMMON OPEN SPACE
 - LF - LINEAR FEET
 - LME - LANDSCAPE AND MONUMENT EASEMENT
 - MB - MAP BOOK
 - PDE - PUBLIC DRAINAGE EASEMENT (MAINTAINED BY CITY OF CONCORD)
 - PSDE - PRIVATE STORM DRAINAGE EASEMENT (MAINTAINED BY HOMEOWNERS)
 - R/W - RIGHT-OF-WAY
 - SF - SQUARE FEET
 - ST - 35'X35' SIGHT TRIANGLE EASEMENT
 - SAN. SEW. ESMT. - SANITARY SEWER EASEMENT
 - SL - SEWER LINE
 - 30' RY - 30' REARYARD
 - 20' SB - 20' SETBACK
 - 10' SB - 10' SETBACK
 - 5'SY - 5' SIDEYARD
 - YW&H - YARBROUGH-WILLIAMS AND HOULE
 - 5' PUE - 5' PUBLIC UTILITY EASEMENT

NOTES

STREET LIGHT INSTALLATION MUST BE WITHIN CITY OF CONCORD GUIDELINES. ANY UPGRADE TO DECORATIVE LIGHTING WILL BE AT THE COST OF THE OWNER/DEVELOPER.

A 20' RADIUS IS DEDICATED AT ALL INTERSECTIONS.
A 25' RADIUS IS DEDICATED AT ALL INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE.

THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF AN NGCS CONTROL MONUMENT.
A 2' SIDEWALK EASEMENT WILL BE IN PLACE WHERE SIDEWALK ABUTS RIGHT-OF-WAY.

COMMON OPEN SPACE AREAS TO BE LEFT UNDISTURBED. ACTIVE RECREATION AREAS MAY BE DISTURBED TO INSTALL IMPROVEMENTS. OTHER AREAS MAY ONLY BE DISTURBED UPON APPROVAL BY THE SUBDIVISION ADMINISTRATOR.

CONTRACTOR SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS IN DISPOSING OF DEMOLISHED MATERIALS REMOVED FROM THIS SITE.

SANITARY SEWER AND DOMESTIC WATER BY THE CITY OF CONCORD WILL BE AVAILABLE TO EACH LOT.

LOTS LESS THAN 50 FEET FROM ACTIVE OPEN SPACE MUST BE SCREENED PER SECTION 4.8 OF THE UDO.

PASSIVE AND CONSERVATION OPEN SPACE DEPICTED SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

35'X35' SIGHT TRIANGLE EASEMENTS SHALL BE PROVIDED AT ALL INTERNAL INTERSECTIONS.

STREET TREES TO BE INSTALLED PER CITY OF CONCORD REQUIREMENTS.

PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FIRM PANEL 37025C0070 D, DATED NOVEMBER 2, 1984.

UTILITY CONNECTION FEES DUE AT TIME OF ISSUANCE OF RESIDENTIAL ZONING CLEARANCE PERMIT.

PROPERTY ZONED RM-2 (CLUSTER)
LOT SIZES RANGE FROM 6,500 SF TO 11,455 SF
LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS

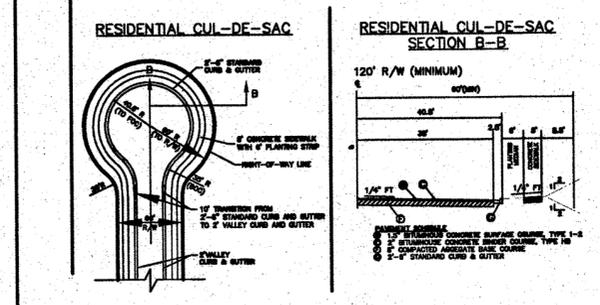
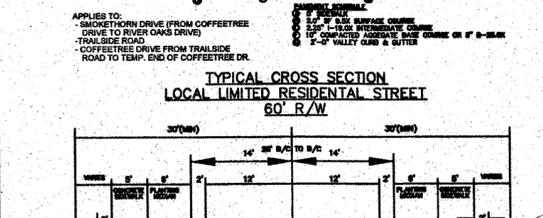
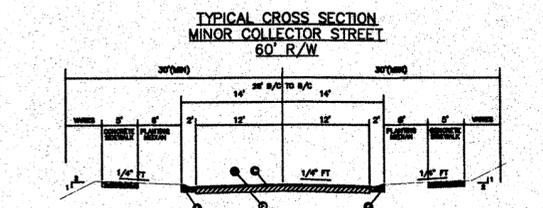
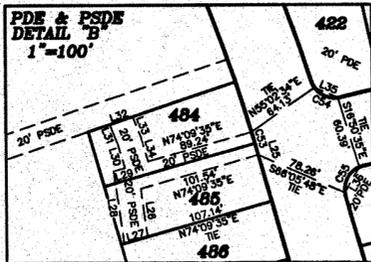
BUILDING SETBACKS
FRONT SETBACK 20'
REAR SETBACK 30'
SIDE YARD 5'
STREET SIDE CORNER 10'

LINEAR FEET IN STREETS
STREAMWOOD LANE NW-318.03
BRIARFIELD DRIVE NW-652.09
FRESH MEADOW PLACE NW-265.29

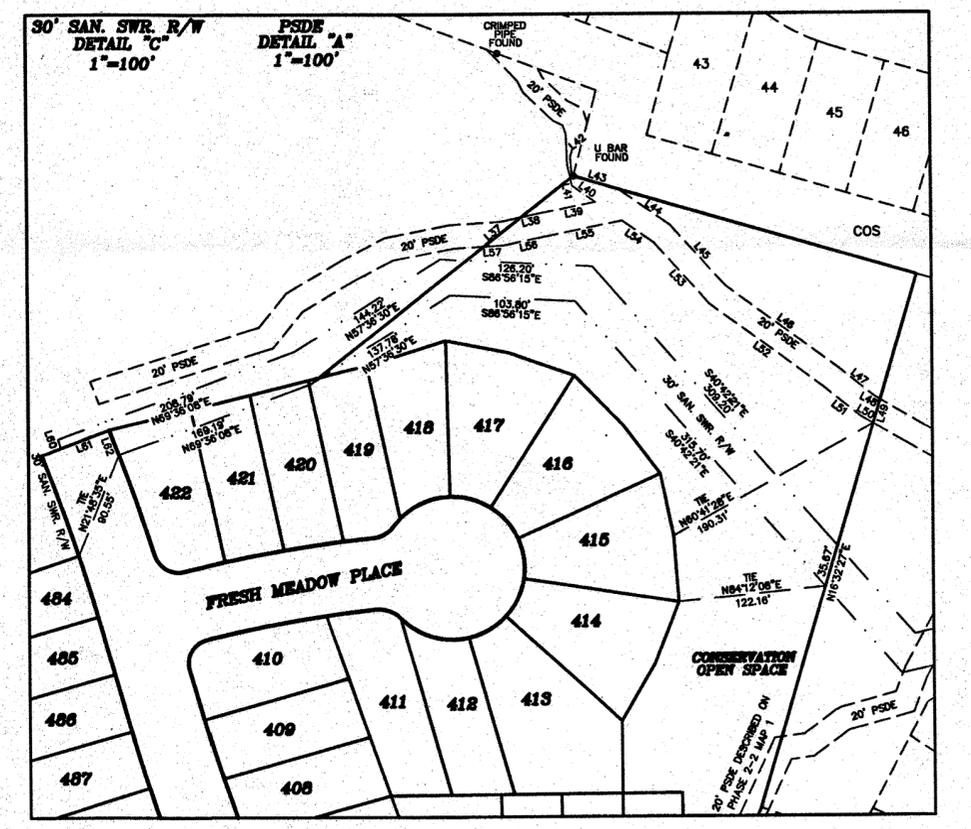
PIN #4671-58-7181
AREA IN COS - 2.522 ACRES
AREA IN LOTS - 6.034 ACRES
AREA IN R/W - 1.817 ACRES
TOTAL AREA - 10.373 ACRES
36 LOTS RECORDED ON THIS PLAT.

DEDICATION OF COMMON OPEN SPACE

THE VILLAGES AT SKYBROOK NORTH HOMEOWNERS ASSOCIATION OF CABARRUS, INC. IN RECORDING THIS PLAT AS A PORTION OF THE VILLAGES AT SKYBROOK NORTH HAS DESIGNATED CERTAIN PARTS AS "COMMON OPEN SPACES" FOR USE BY THE HOMEOWNERS OR TENANTS OF THE VILLAGES AT SKYBROOK NORTH FOR PARKING RECREATIONAL AND OTHER RELATED ACTIVITIES AS MORE FULLY PROVIDED FOR IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO THE VILLAGES AT SKYBROOK NORTH. DECLARATION TO BE RECORDED IN THE CABARRUS COUNTY REGISTRY PRIOR TO THE SALE OF ANY LOTS, AND WHICH SAID DECLARATION IS HEREBY MADE A PART OF THIS PLAT AND INCORPORATED HEREIN.

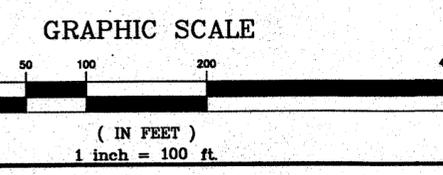


CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C5	20.00	38.36	32.75	N34°41'52"E	109°54'17"
C6	200.00	17.38	17.38	S87°51'36"E	4°58'46"
C7	260.00	41.70	41.68	S85°45'16"E	9°11'25"
C8	260.00	17.60	17.60	S79°31'11"E	0°35'24"
C9	20.00	24.47	22.97	S55°18'08"E	70°05'43"
C10	1364.39	47.49	47.49	S19°15'27"E	1°59'40"
C11	1364.39	52.02	52.01	S17°10'05"E	2°11'04"
C12	1364.39	5.48	5.48	S15°57'36"E	0°13'50"
C13	20.00	32.01	28.70	N30°00'00"E	91°41'27"
C14	1003.33	101.28	101.24	N78°44'14"E	5°47'01"
C15	1003.33	41.64	41.64	N82°49'05"E	2°22'40"
C16	25.00	22.49	21.74	S70°13'01"E	5°13'07"
C17	60.00	61.43	58.78	S73°48'23"E	58°39'50"
C18	60.00	35.86	35.33	N89°46'22"E	34°44'41"
C19	60.00	35.34	34.83	N25°46'33"E	33°44'56"
C20	60.00	34.76	34.28	S07°41'42"E	33°11'33"
C21	60.00	34.76	34.28	S40°53'15"E	33°11'33"
C22	60.00	35.34	34.83	S74°21'30"E	33°44'56"
C23	60.00	46.47	45.32	N66°34'38"E	44°22'47"
C24	60.00	8.52	8.52	N40°19'02"E	8°08'25"
C25	25.00	20.92	20.32	N60°13'23"E	47°57'05"
C26	1063.33	24.03	24.03	N83°33'05"E	1°17'42"
C27	1063.33	50.10	50.09	N81°33'15"E	2°41'58"
C28	1063.33	50.01	50.01	N79°51'25"E	2°41'41"
C29	1063.33	34.27	34.27	N78°35'11"E	1°50'46"
C30	20.00	30.35	27.52	S60°51'51"E	86°56'44"
C31	1350.08	19.54	19.54	S17°48'22"E	0°49'46"
C32	1350.08	61.63	61.62	S19°31'42"E	2°36'55"
C33	1290.08	53.49	53.48	S17°01'59"E	2°22'32"
C34	1424.39	48.41	48.40	S18°49'08"E	1°58'50"
C35	1424.39	48.31	48.31	S18°47'03"E	1°59'01"
C36	1424.39	11.90	11.90	S20°00'55"E	0°28'44"
C41	230.00	17.38	17.37	S88°11'08"E	4°19'43"
C42	1394.39	107.31	107.28	S18°03'00"E	4°24'54"
C43	1033.33	265.29	264.56	N80°20'45"E	14°42'35"
C44	1320.08	114.99	114.95	S18°20'26"E	04°59'28"
C45	260.00	17.37	17.37	S88°28'06"E	03°49'42"
C46	260.00	41.93	41.89	S81°54'03"E	09°14'28"
C53	1290.08	9.54	9.54	S18°03'26"E	0°28'25"
C54	20.00	22.04	20.94	S88°09'56"E	63°08'14"
C55	20.00	28.55	24.84	N29°36'48"E	76°03'16"
C56	1290.08	58.89	58.88	S19°31'42"E	02°36'55"



FILED May 18, 2017 03:42 pm
BOOK 00073
PAGE 0071 THRU 0071
INSTRUMENT # 12494
EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS



SEE SHEET 1 OF 2 FOR PROPERTY AND VICINITY MAP

SHEET TITLE
MAJOR PLAT - 10.373 ACRES

PROJECT **THE VILLAGES AT SKYBROOK NORTH PHASE 2-2 MAP 3**
CITY OF CONCORD, TOWNSHIP #3, CABARRUS COUNTY, N.C.
OWNER: **LAURELDALE, LLC (DEED:6290-85)(PIN#4671-58-7181)**

OWNER/DEVELOPER: **LAURELDALE, LLC**
6719-C FAIRVIEW ROAD
CHARLOTTE, N.C. 28210

DEED: 6290-85
PIN#4671-58-7181

PROJECT NO.
SCALE
1"=100'
DATE
03/16/17
DRAWN BY
YWH
CHECKED BY
JEW
ZONED
RM-2 (CLUSTER)
DRAWING NO.
252-41
SHT 2 OF 2 SHTS

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
150 Windsor Oak Court, P.O. Box 1188
Charlotte, North Carolina, 28275
704.556.1000 704.556.0056(hot)

file copy



MEMORADUM

DATE: Thursday, November 05, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Campbell Farms Subdivision PH 1 MP 1
 PROJECT NUMBER: 2018-016
 DEVELOPER: River Rock Capital Partners, LLC
 1-23, 44,45,48,49, 62-63, 101-105,107-114, 125-127,142-144
 FINAL CERTIFICATION - LOT NUMBERS:
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, December 10, 2020
 ONE-YEAR WARRANTY DATE: Friday, December 09, 2022

Water Infrastructure	Quantity
12-inch in LF	291.00
12-inch Valves	2
8-inch in LF	2541.00
8-inch Valves	6
6-inch in LF	1018.00
6-inch Valves	3
Hydrants	7

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	3228.00
Manholes as EA	15



MEMORADUM

DATE: Monday, November 23, 2020
 TO: Sue Hyde, Engineering Director
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: 413 Goodman Road
 PROJECT NUMBER: 2019-037
 DEVELOPER: Scannell Properties #378 LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, December 10, 2020
 ONE-YEAR WARRANTY DATE: Friday, December 10, 2021

Water Infrastructure	Quantity
8-inch in LF	582.00
8-inch Valves	2
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	369.23
Manholes as EA	3



MEMORADUM

DATE: Monday, November 16, 2020
TO: Sue Hyde, Director of Engineering
FROM: Gary Stansbury, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: Hendrick Automotive Commercial Truck Center
PROJECT NUMBER: 2020-040
DEVELOPER: HSREI, LLC
FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
INFRASTRUCTURE TYPE: Water and
COUNCIL ACCEPTANCE DATE: Thursday, December 10, 2020
ONE-YEAR WARRANTY DATE: Friday, December 10, 2021

Water Infrastructure	Quantity
8-inch in LF	22.74

ORD. #

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Appropriated Fund Balance	\$7,935,561	\$9,625,141	\$1,689,580
Total				<u>\$1,689,580</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
6120-5981500	To Recreation Reserve	\$675,832	\$1,351,664	\$675,832
4190-5981370	To Affordable Housing	\$675,832	\$1,351,664	\$675,832
4510-5987500	To Transportation Fund	\$3,041,246	\$3,379,162	\$337,916
Total				<u>\$1,689,580</u>

Reason: To complete the 1 penny recommended transfer for Housing and Recreation Projects and the ½ penny recommended for the Transportation Improvement Fund.

Adopted this 10th day of December, 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
Revolving Fund Projects

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

SECTION 1. The projects authorized are 172 & 174 Corban Avenue SE.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
370-4501100		\$675,832	1,351,664	\$675,832
370-4501100	From General Fund			
				<u>\$675,832</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3700-5475000				
3700-5475000	Affordable Housing	\$0	\$675,832	\$675,832
				<u>\$675,832</u>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day September, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

PARKS & CAPITAL RESERVE FUND ORDINANCE
AMENDED

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues & expenditures are anticipated to be available to the City of Concord for this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
280-4501100		\$675,832	\$1,351,664	\$675,832
280-4501100	From General Fund			
8100-5811082				
8100-5811082	Future Projects	\$675,832	\$1,351,664	\$675,832

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of December, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
Transportation Improvement Fund**

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

SECTION 1. The project authorized is the CIP Future Project.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

<u>Revenues</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
423-4501100				
423-4501100	From General Fund	\$19,215,530	\$19,553,446	\$337,916
				<u>\$337,916</u>

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

<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8600-5811073				
8600-5811073	Future Project Reserves	\$1,636,122	\$1,974,038	<u>\$337,916</u>
				\$337,916

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 10th day of December, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

City of Concord 2021 Holiday Schedule

Observance	Holiday	Weekday
January 1 st	New Year's Day	Friday
January 18 th	Martin Luther King Jr. Day	Monday
April 2 nd	Good Friday	Friday
May 31 st	Memorial Day	Monday
July 5 th	Independence Day	Monday
September 6 th	Labor Day	Monday
November 11 th	Veteran's Day	Thursday
November 25 th & 26 th	Thanksgiving	Thursday & Friday
December 23 rd & 24 th	Christmas	Thursday & Friday

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, as amended; and

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

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

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

Account	Title	<u>Expenses/Expenditures</u>		
		Current Budget	Amended Budget	(Decrease) Increase
4920-5982100	Transfer to MSD	\$0	\$69,000	\$69,000
4920-5470002	Concord Downtown Dev.	\$75,000	\$6,000	(\$69,000)
Total				\$0

Reason: To move funds allocated to the Concord Downtown Development Association to the Municipal Service District fund.

Adopted this 10th day of December, 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 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, as amended; and

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

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

Revenue Account	Title	Current Budget	Amended Budget	(Decrease) Increase
201-4501100	From General Fund	0	69,000	69,000
Total				<u>\$69,000</u>

Expenses Account	Title	Current Budget	Amended Budget	(Decrease) Increase
5000-5470002	Concord DT Dev.	125,707	75,707	(50,000)
5000-5121000	Salary	0	58,790	58,790
5000-5181000	FICA	0	4,240	4,240
5000-5182000	Retirement	0	5,626	5,626
5000-5183000	Insurance	0	8,630	8,630
5000-5187000	401K	0	1,971	1,971
5000-5491000	Dues	0	1,000	1,000
5000-5370000	Marketing	0	3,000	3,000
5000-5299000	Supplies	0	6,743	6,743
5000-5312000	Travel	0	4,000	4,000
5000-5285000	Events	0	25,000	25,000
Total				<u>\$69,000</u>

Reason: To adjust year end budget to set up Concord Downtown Development Association budget.

Adopted this day of 10th day of December 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Tax Report for Fiscal Year 2020-2021**FINAL REPORT****October****Property Tax Receipts- Munis**

2020 BUDGET YEAR	2,164,393.64
2019	16,079.54
2018	2,275.94
2017	937.54
2016	1,509.68
2015	693.76
2014	610.48
2013	253.97
2012	264.65
2011	
Prior Years	19.74
Interest	3,427.08
Refunds	
	<hr/>
	2,190,466.02

Vehicle Tax Receipts- County

2020 BUDGET YEAR	453,846.65
2019	
2018	
2017	
2016	
2015	
2014	
Prior Years	139.69
Penalty & Interest	4,026.05
Refunds	
	<hr/>
	458,012.39

Fire District Tax - County

2019 BUDGET YEAR	10,774.87
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	2,659,253.28

423:Vehicle Tag Fee-Transportation Impr Fund	36,808.25
100:Vehicle Tag Fee	149,448.50
292:Vehicle Tag Fee-Transportation Fund	36,808.25
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	223,065.00

Privilege License	120.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<hr/>
	120.00

Oakwood Cemetery current	1,575.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	4,716.67
Rutherford Cemetery endowment	333.33
West Concord Cemetery current	2,999.96
West Concord Cemetery endowment	1,100.04
Total Cemetery Collections	<hr/>
	10,725.00

Total Collections	<hr/>
	\$ 2,893,163.28

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	31,216.01
Discovery Penalty	5,067.98
Total Amount Invoiced - Monthly	<u>36,283.99</u>
Total Amount Invoiced - YTD	62,856,767.99

Current Year	
Less Abatements (Releases)	
Real	4,797.54
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>4,797.54</u>

Adjusted Amount Invoiced - monthly	31,486.45
Adjusted Amount Invoiced - YTD	62,583,913.64

Current Levy Collected	2,164,393.64
Levy Collected from previous years	22,645.30
Penalties & Interest Collected	3,427.08
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>2,190,466.02</u>
Total Collected - YTD	11,423,320.39

Total Collected - net current levy -YTD 11,269,286.02

Percentage of Collected -current levy 18.01%

Amount Uncollected - current year levy 51,314,627.62

Percentage of Uncollected - current levy 81.99%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of October 2020

RELEASES		
CITY OF CONCORD	\$	4,797.54
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	2,047.12
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2015	0	235,150	235,150	0.0048	1,128.72	651.93	
2016	0	270,437	270,437	0.0048	1,298.10	608.22	
2017	0	648,479	648,479	0.0048	3,112.70	1,200.28	
2018	215,823	643,333	859,156	0.0048	4,123.95	870.35	
2019	719,410	1,490,249	2,209,659	0.0048	10,606.36	1,176.05	
2020	1,030,680	1,249,774	2,280,454	0.0048	10,946.18	561.15	
Total	1,965,913	4,537,422	6,503,335		\$ 31,216.01	\$ 5,067.98	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	11,895	11,895	0.0023	27.36	0.00	
2018	0	10,906	10,906	0.0023	25.08	0.00	
2019	0	10,015	10,015	0.0023	23.03	4.61	
2020	0	0	0	0.0023	0.00	0.00	
Total	0	32,816	32,816		\$ 75.48	\$ 4.61	

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 10/31/2020

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BANCO SANTANDER SA 0 3/4/2021	05970RQ40	5,000,000.00	4,986,388.89	03/04/2021	0.401	1.42	N/A	99.727778	124
CP BARCLAYS BANK 0 2/19/2021	06742VHX2	5,000,000.00	4,976,319.44	02/19/2021	0.623	1.42	N/A	99.526389	111
CP CREDIT SUISSE 0 1/29/2021	2254EANV1	5,000,000.00	4,982,570.83	01/29/2021	0.472	1.42	N/A	99.651417	90
CP CREDIT SUISSE 0 5/17/2021	2254EASH7	5,000,000.00	4,991,406.94	05/17/2021	0.230	1.42	N/A	99.828139	198
CP LLOYDS BANK CORP 0 12/10/2020	53948AMA6	5,000,000.00	4,991,027.78	12/10/2020	0.381	1.42	N/A	99.820556	40
CP LLOYDS BANK CORP 0 6/22/2021	53948ATN1	5,000,000.00	4,991,841.67	06/22/2021	0.220	1.42	N/A	99.836833	234
CP MALAYAN BANK 0 4/26/2021	56108JRS2	5,000,000.00	4,993,541.67	04/26/2021	0.250	1.42	N/A	99.870833	177
CP NATIXIS 0 12/18/2020	63873JMJ6	5,000,000.00	4,960,488.89	12/18/2020	1.129	1.41	N/A	99.209778	48
CP NATIXIS NY 0 3/19/2021	63873JQK9	5,000,000.00	4,990,705.55	03/19/2021	0.281	1.42	N/A	99.814111	139
CP SALVATION ARMY 0 2/11/2021	79584RPB8	5,000,000.00	4,994,408.33	02/11/2021	0.220	1.42	N/A	99.888167	103
CP TOYOTA MOTOR CREDIT 0 11/19/2020	89233GLK0	5,000,000.00	4,961,422.22	11/19/2020	1.129	1.41	N/A	99.228444	19
Sub Total / Average Commercial Paper		55,000,000.00	54,820,122.21		0.484	15.60		99.673511	117
FFCB Bond									
FFCB 0.2 8/19/2022-21	3133EL4H4	5,000,000.00	5,000,000.00	08/19/2022	0.200	1.42	N/A	100	657
FFCB 0.22 7/21/2022-21	3133ELW67	5,000,000.00	4,997,500.00	07/21/2022	0.245	1.42	N/A	99.95	628
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	08/10/2023	0.320	1.42	N/A	100	1,013
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	09/10/2024	0.430	1.42	N/A	100	1,410
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	09/29/2025	0.530	1.42	N/A	100	1,794
FFCB 0.8 4/22/2024-21	3133ELXC3	5,000,000.00	5,000,000.00	04/22/2024	0.800	1.42	N/A	100	1,269
FFCB 1.24 3/10/2023-21	3133ELRZ9	5,000,000.00	5,000,000.00	03/10/2023	1.240	1.42	N/A	100	860
FFCB 1.48 3/10/2026-21	3133ELSC9	5,000,000.00	5,000,000.00	03/10/2026	1.480	1.42	N/A	100	1,956
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	03/30/2027	1.550	1.42	N/A	100	2,341
FFCB 1.69 2/12/2024-21	3133ELMJ0	5,000,000.00	4,999,500.00	02/12/2024	1.693	1.42	N/A	99.99	1,199
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.42	N/A	100	696
FFCB 1.71 11/25/2022-20	3133ELAU8	5,000,000.00	5,000,000.00	11/25/2022	1.710	1.42	N/A	100	755
FFCB 1.89 3/2/2027-21	3133ELQH0	5,000,000.00	5,000,000.00	03/02/2027	1.890	1.42	N/A	100	2,313
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.42	N/A	100	1,427

Sub Total / Average FFCB Bond		70,000,000.00	69,997,000.00		1.120	19.92		99.995716	1,308
FHLB Bond									
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/05/2023	0.270	1.42	N/A	99.85	1,069
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	09/29/2023	0.300	1.42	N/A	100	1,063
FHLB 0.44 6/29/2023-20	3130AJPW3	5,000,000.00	5,000,000.00	06/29/2023	0.440	1.42	N/A	100	971
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	08/27/2024	0.450	1.42	N/A	100	1,396
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	08/17/2027	0.866	1.42	N/A	99.725	2,481
FHLB 1.55 3/25/2024-21	3130AJAX7	5,000,000.00	5,000,000.00	03/25/2024	1.550	1.42	N/A	100	1,241
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	07/22/2024	1.770	1.42	N/A	100	1,360
FHLB 1.875 10/28/2024-21	3130AHUU5	5,000,000.00	5,000,000.00	10/28/2024	1.875	1.42	N/A	100	1,458
FHLB 1.875 11/29/2021	3130AABG2	875,000.00	853,965.00	11/29/2021	2.721	0.24	N/A	97.596	394
FHLB 1.9 11/27/2020-18	3130ACTU8	5,000,000.00	4,995,000.00	11/27/2020	1.935	1.42	N/A	99.9	27
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.42	N/A	100	3,288
FHLB 3 10/12/2021	3130AF5B9	495,000.00	509,433.94	10/12/2021	1.634	0.15	N/A	102.915948	346
Sub Total / Average FHLB Bond		51,370,000.00	51,337,148.94		1.208	14.61		99.937919	1,407
FHLMC Bond									
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	06/26/2023	0.254	0.92	N/A	99.986726	968
FHLMC 0.25 7/28/2022-21	3134GWAP1	5,000,000.00	5,000,000.00	07/28/2022	0.250	1.42	N/A	100	635
FHLMC 0.25 9/8/2023	3137EAEW5	1,175,000.00	1,174,795.10	09/08/2023	0.255	0.33	N/A	99.982562	1,042
FHLMC 0.27 5/19/2022-21	3134GVWZ7	5,000,000.00	5,000,000.00	05/19/2022	0.270	1.42	N/A	100	565
FHLMC 0.3 6/30/2022-21	3134GV2M9	5,000,000.00	5,000,000.00	06/30/2022	0.300	1.42	N/A	100	607
FHLMC 0.3 8/26/2022-21	3134GVYZ5	5,000,000.00	5,000,000.00	08/26/2022	0.300	1.42	N/A	100	664
FHLMC 0.35 11/18/2022-21	3134GVVY1	5,000,000.00	5,000,000.00	11/18/2022	0.350	1.42	N/A	100	748
FHLMC 0.35 9/22/2022-20	3134GVV54	5,000,000.00	5,000,000.00	09/22/2022	0.350	1.42	N/A	100	691
FHLMC 0.375 11/4/2022-20	3134GVQU5	5,000,000.00	5,000,000.00	11/04/2022	0.375	1.42	N/A	100	734
FHLMC 0.375 2/21/2023-21	3134GVXB9	5,000,000.00	5,000,000.00	02/21/2023	0.375	1.42	N/A	100	843
FHLMC 0.375 4/14/2023-21	3134GV4N5	5,000,000.00	5,000,000.00	04/14/2023	0.375	1.42	N/A	100	895
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	04/20/2023	0.341	0.37	N/A	100.100871	901
FHLMC 0.45 3/17/2023-20	3134GVP69	5,000,000.00	5,000,000.00	03/17/2023	0.450	1.42	N/A	100	867
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	07/14/2026	0.800	1.42	N/A	100	2,082
FHLMC 1 4/21/2025-21	3134GVLE6	5,000,000.00	5,000,000.00	04/21/2025	1.000	1.42	N/A	100	1,633
FHLMC 1.25 3/26/2025-21	3134GVHG6	5,000,000.00	5,000,000.00	03/26/2025	1.250	1.42	N/A	100	1,607
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.42	N/A	100	1,244
FHLMC 2.25 11/24/2020-18	3134GBX56	5,000,000.00	5,014,000.00	11/24/2020	2.151	1.43	N/A	100.28	24
FHLMC 2.375 1/13/2022	3137EADB2	2,175,000.00	2,166,191.35	01/13/2022	2.520	0.62	N/A	99.595007	439
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	06/19/2023	0.244	0.38	N/A	107.589	961
Sub Total / Average FHLMC Bond		84,085,000.00	84,183,820.54		0.709	23.96		100.125864	914
FNMA Bond									

FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.42	N/A	100	1,091
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	08/17/2023	0.310	1.42	N/A	100	1,020
FNMA 0.4 7/20/2023-21	3136G4ZS5	5,000,000.00	5,000,000.00	07/20/2023	0.400	1.42	N/A	100	992
FNMA 0.42 7/7/2023-21	3136G4YJ6	5,000,000.00	5,000,000.00	07/07/2023	0.420	1.42	N/A	100	979
FNMA 0.43 6/30/2023-21	3136G4XS7	5,000,000.00	5,000,000.00	06/30/2023	0.430	1.42	N/A	100	972
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	08/27/2024	0.455	1.42	N/A	100	1,396
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	08/19/2025	0.550	1.42	N/A	100	1,753
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	08/25/2025	0.580	1.42	N/A	100	1,759
FNMA 0.6 4/20/2023-21	3136G4UZ4	5,000,000.00	5,000,000.00	04/20/2023	0.600	1.42	N/A	100	901
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	07/14/2025	0.700	1.42	N/A	100	1,717
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.42	N/A	100	2,189
FNMA 1.375 10/7/2021	3135G0Q89	2,675,000.00	2,556,023.37	10/07/2021	2.961	0.73	N/A	95.552298	341
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	09/06/2022	1.568	0.08	N/A	99.499	675
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	04/05/2022	2.147	0.57	N/A	99.223064	521
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/05/2022	1.511	1.10	N/A	101.379763	704
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.28	N/A	101.014	528
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	01/19/2023	1.134	0.54	N/A	103.531596	810
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	09/12/2023	0.221	0.36	N/A	107.99	1,046
Sub Total / Average FNMA Bond		67,735,000.00	67,818,731.14		0.733	19.30		100.147327	1,210
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	74,186.73	74,186.73	N/A	0.010	0.02	N/A	100	1
NCCMT LGIP	NCCMT135	10,652,955.37	10,652,955.37	N/A	0.010	3.03	N/A	100	1
NCCMT LGIP	NCCMT481	7,114,465.31	7,114,465.31	N/A	0.010	2.03	N/A	100	1
NCCMT LGIP	NCCMT271	75,779.57	75,779.57	N/A	0.010	0.02	N/A	100	1
Sub Total / Average Local Government Investment Pool		17,917,386.98	17,917,386.98		0.010	5.10		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	5,234,923.86	5,234,923.86	N/A	0.250	1.49	N/A	100	1
Sub Total / Average Money Market		5,234,923.86	5,234,923.86		0.250	1.49		100	1
Total / Average		351,342,310.84	351,309,133.67		0.791	100		99.997729	937