

A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES

Reference is made to the schedule of "Taxpayers and Refunds Requested" attached to the Docket for consideration of the City Council. On the basis of that schedule, which is incorporated herein, the following facts are found:

1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessor error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 26th day of November, 2007 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of November, 2007, the reference having been made in Minute Book 125, and recorded in full in Resolution Book 41, Pages (46-47).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of November, 2007.


Brenda R. Freeze, CMC, City Clerk

**TAXPAYERS AND REFUNDS REQUESTED
(Clerical Error)**

NAME	AMOUNT
BRANNOCK NICOLE E	\$ 92.18
BROWN ANTOINE N	113.78
KALONS & GLIDEWELL DDS PA	243.80
HDR ENGINEERING INC OF THE	771.69
HDR ENGINEERING INC OF THE	185.85
HDR ENGINEERING INC OF THE	184.99
HDR ENGINEERING INC OF THE	205.91
WILLIAMS KEVIN R	46.62
WILLIAMS KEVIN R	50.90
PARK MINISTRIES INC THE	792.92
PARK MINISTRIES INC THE	177.02
HAGER BENJAMINB FRANKLIN	51.66
HAGER BENJAMIN FRANKLIN	51.66
HAGER BENJAMIN FRANKLIN	51.66
HAGER BENJAMIN FRANKLIN	53.41
ALLEN JOHN L JR	321.02
ALLEN JOHN L JR	294.00
ALLEN JOHN L JR	294.00
ALLEN JOHN L JR	294.00
AMERICAN SERVICES INC	91.86
KENT NANETTE C	66.04
C T RENTAL LLC	2,891.56
C T RENTAL LLC	2,352.38
GREAT LAKES PARTNERS LLC	334.78
WILD BIRDS UNLIMITED	75.92
MPI 911 LLC	2,638.78
MPI 911 LLC	2,416.68
MPI 911 LLC	2,416.68
HICKORY GROVE UNITED METHODIST	45.00
HICKORY GROVE UNITED METHODIST	45.00
HICKORY GROVE UNITED METHODIST	45.00
HICKORY GROVE UNITED METHODIST	45.00
PUGH ROBERT	271.95
TOWN - BBG HOLDINGS LLC	508.19
TOWN - BBG HOLDINGS LLC	245.08
TOWN - BBG HOLDINGS LLC	82.05
	<hr/>
TOTAL	\$ 18,857.02

November 26, 2007

Resolution Book 41, Page 48

**RESOLUTION PASSED BY THE CITY COUNCIL
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON NOVEMBER 26, 2007**

A motion was made by Lassiter and seconded by Burgess for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, The City approved land and transportation plans for the South Corridor as part of its growth strategy, and some elements of that plan did not meet state standards (examples: divided road section near Clanton Road, on-street parking, some transit related facilities, etc.) so City Council committed to take over maintenance of South Boulevard from I-277 to Woodlawn Road thru a municipal agreement approved in 2003; and,

WHEREAS, The municipal agreement indicated that the NCDOT would pay to correct structural problems with the street including milling of the existing roadway, base repair, curb and gutter repair, repaving and the addition of new pavement markings prior to City acceptance at a cost of \$1,300,000; and,

WHEREAS, In addition to the NCDOT reimbursed improvements, the City made a number of additional improvements to this section of South Boulevard through the South Corridor Infrastructure Program; and,

WHEREAS, Work has been completed and the NCDOT has been billed its cost; and,

NOW, THEREFORE, BE IT RESOLVED, that this resolution authorizing the Key Business Executive of the Charlotte Department of Transportation to execute a municipal agreement with the NCDOT for the City to take over maintenance of South Boulevard from I-277 to Woodlawn Road, is hereby formally approved by the City Council of the City of Charlotte and the Director of Transportation and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of November, 2007, the reference having been made in Minute Book 125, and recorded in full in Resolution Book 41, Page 48.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of November, 2007.


Brenda R. Freeze, CMC, City Clerk

**RESOLUTION PASSED BY THE CITY COUNCIL
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON NOVEMBER 26, 2007**

A motion was made by Lassiter and seconded by Burgess for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, Safe Routes to School is a national program of the U.S. Federal Highway Administration. Approximately \$15 million is available to North Carolina schools to better enable children to walk and bicycle to school; and,

WHEREAS, Funds are available to implement projects and promote activities that will improve pedestrian safety, reduce traffic congestion, fuel consumption, and air pollution in the vicinity (approximately 2 miles) of primary and secondary schools; and,

WHEREAS, In 2005, CDOT received partial funding through NCDOT to hold the National Safe Routes to School course, which was held at Merry Oaks Elementary School and Sedgefield Elementary School and Sedgefield and Merry Oaks are two of about thirty schools selected statewide to apply for the 2007 Demonstration Grants because they have completed the National Course; and,

WHEREAS, Given that the City supports the Safe Routes to School initiative, the City supports the application of a demonstration grant application for Sedgefield Elementary School.; and,

NOW, THEREFORE, BE IT RESOLVED, that this resolution authorizes the endorsement of the submittal of a North Carolina Safe Routes to School Demonstration Grant Application for Sedgefield Elementary School.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of November, 2007, the reference having been made in Minute Book 125, and recorded in full in Resolution Book 41, Page 49.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of November, 2007.


Brenda R. Freeze, CMC, City Clerk

RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHARLOTTE AND THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION TO PROVIDE STATE LAW ENFORCEMENT CERTIFICATION FOR CERTAIN OFFICERS OF THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

WHEREAS, North Carolina General Statute §160A-461, "Interlocal cooperation authorized", authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the above captioned City of Charlotte and the Charlotte-Mecklenburg Board of Education wish to enter into an Interlocal Agreement by which the City of Charlotte has agreed to provide state law enforcement certification for certain officers of the Charlotte Mecklenburg Board of Education on a short term basis pursuant to the Agreement presented to Council.

NOW, THEREFORE, BE IT RESOLVED that the Charlotte City Council does hereby ratify the Interlocal Agreement between the City of Charlotte and the Charlotte-Mecklenburg Board of Education. The City Manager is hereby authorized and directed to execute the Interlocal Agreement and the adoption of this Resolution shall be reflected in the minutes.

Adopted this 26th day of November 2007.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of November, 2007, the reference having been made in Minute Book 125, and recorded in full in Resolution Book 41, Page 50.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of November, 2007.


Brenda R. Freeze, CMC, City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CHARLOTTE RATIFYING A ONE-TIME COST OF LIVING
ADJUSTMENT FOR RETIRED CHARLOTTE FIREFIGHTERS AND
SURVIVING BENEFICIARIES TO BE EFFECTIVE JANUARY 1, 2008.**

WHEREAS, Title IV, Section 23 of the Act governing the Charlotte Firefighters' Retirement System provides that the retirement benefits payable to retirees and surviving beneficiaries may be adjusted at the discretion of the Board of Trustees of the Charlotte Firefighters' Retirement System based upon prevailing economic and funding conditions, provided such adjustment is ratified by the City of Charlotte; and

WHEREAS, on October 25, 2007, the Board of Trustees approved a one-time cost of living benefit adjustment of 4.0% for Charlotte firefighters who retired on or before December 31, 2006 and surviving beneficiaries, and

WHEREAS, the Charlotte Firefighters' Retirement System is actuarially sound as certified by its actuary, Cavanaugh Macdonald Consulting, LLC, and the cost of living adjustment is within the current funding capacity of the system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, Mecklenburg County, North Carolina, that the City Council ratifies the following one-time cost of living benefit adjustment for eligible retired Charlotte firefighters and surviving beneficiaries, such adjustment being a percentage of the current annual benefit as of December 31, 2007 and becoming effective January 1, 2008.


November 26, 2007

Resolution Book 41, Page 52

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of November, 2007, the reference having been made in Minute Book 125, and recorded in full in Resolution Book 41, Pages (51-54).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of November, 2007.


Brenda R. Freeze, CMC, City Clerk

History of Increases to Charlotte Firefighters' Retirement System

- 7/1/86 1.75% COLA rescinded by City Council and all retirees at that time were given a 44% one-time increase.
- 7/1/89 Minimum monthly benefit increased to \$500 (only those receiving the minimum were impacted)
- 7/1/95 Minimum monthly benefit increased to \$833.33 (only those receiving the minimum were impacted)
- 7/1/98 Minimum monthly benefit increased to \$902.75 in conjunction with revisions to the Act.

All retirees who retired PRIOR to July 1, 1989 AND all those retired as the result of a disability AFTER July 1, 1989 received a flat 8.333% increase. This brought all current retirees to a benefit equal to 2.6% multiplier.

1/1/2000 Retirees and survivor beneficiaries received a COLA based on the following table which brought all recipients to the equivalent of 1999 purchasing power:

	Retirement Date:	Service Retirements	Disability Retirements
Before	7/1/1987	41.05%	41.05%
Between	7/1/1987 and 6/30/1988	35.88	35.88
Between	7/1/1988 and 6/30/1989	34.41	34.41
Between	7/1/1989 and 6/30/1990	39.47	28.74
Between	7/1/1990 and 6/30/1991	33.59	23.32
Between	7/1/1991 and 6/30/1992	27.72	17.89
Between	7/1/1992 and 6/30/1993	20.37	11.11
Between	7/1/1993 and 6/30/1994	16.75	7.77
Between	7/1/1994 and 6/30/1995	13.46	4.74
Between	7/1/1995 and 6/30/1996	10.48	1.98
Between	7/1/1996 and 6/30/1997	7.58	0.00
Between	7/1/1997 and 6/30/1998	4.95	0.00
Between	7/1/1998 and 6/30/1999	1.60	1.60

Proposed for 1/1/2008 4% one-time COLA for Charlotte firefighters who were retired on or before December 31, 2006 and survivor beneficiaries currently receiving benefits

North Carolina Retirement System COLA History

YEAR	Retiree COLA		Formula Increase		Total COLA		Applicable Consumer Price Index (Dec. to Dec.)	COLAs Soc.Sec.
	TSERS	LGERS	TSERS	LGERS	TSERS	LGERS		
1983	4.0	3.8	0.0	0.4	4.0	4.2	3.8	3.5
1984	8.0	8.0	0.0	0.0	8.0	8.0	3.9	3.5
1985	4.0	4.0	0.6	0.6	4.6	4.6	3.8	3.1
1986	3.8	3.8	0.0	0.0	3.8	3.8	1.1	1.3
1987	4.0	4.0	0.0	0.0	4.0	4.0	4.4	4.2
1988	3.6	3.6	1.2	1.2	4.8	4.8	4.4	4.0
1989	3.5	3.5	1.9	1.9	5.4	5.4	4.6	4.7
1990	6.1	6.1	0.6	0.6	6.7	6.7	6.1	5.4
1991	0.0	0.0	0.0	0.0	0.0	0.0	3.1	3.7
1992	1.6	1.6	3.6	3.6	5.2	5.2	2.9	3.0
1993	1.6	1.6	0.6	0.0	2.2	1.6	2.7	2.6
1994	3.5	2.8	1.2	0.6	4.7	3.4	2.7	2.8
1995	2.0	2.0	1.2	1.3	3.2	3.3	2.5	2.6
1996	4.4	4.4	0.0	0.0	4.4	4.4	3.3	2.9
1997	4.0	4.0	2.2	2.3	6.2	6.3	1.7	2.1
1998	2.5	2.5	0.0	0.6	2.5	3.1	1.6	1.3
1999	2.3	1.0	0.0	0.0	2.3	1.0	2.7	2.5
2000	3.6	3.8	0.6	0.6	4.2	4.4	3.4	3.5
2001	2.0	2.0	0.0	1.7	2.0	3.7	1.6	2.6
2002	1.4	1.4	0.6	0.6	2.0	2.0	2.6	1.4
*2003	1.28	2.0	0.0	1.5	1.28	3.5	2.4	2.1
2004	1.7	0.0	0.0	0.0	1.7	0.0	1.9	2.7
2005	2.0	2.5	0.0	0.0	2.0	2.5	3.4	4.1
2006	3.0	2.8	0.0	0.0	3.0	2.8	3.5	3.3
2007	2.2	2.2	0.0	0.0	2.2	2.2		2.3
Average	3.04	2.94	0.57	0.70	3.62	3.64	2.96	3.01

*In 2003, a "catch-up" COLA of 6% was given to those LGERS members who retired before July 1, 1982 and a COLA of 1.6% was given to those LGERS members who retired between July 1, 1982 and July 1, 1993.

LGERS = Local Government Employees Retirement System
TSERS = Teachers & State Employees Retirement System

A RESOLUTION OF THE CITY COUCIL OF THE CITY OF CHARLOTTE ADOPTING AND APPROVING THE SALE OF LAND RIGHTS ALONG THE SOUTH BOULEVARD LIGHT RAIL CORRIDOR TO "THE BOULEVARD AT 1447 SOUTH TRYON LLC" (DEVELOPER), ITS SUCCESSORS AND ASSIGNS

WHEREAS, the City of Charlotte (the "City") purchased the 130 foot wide Charter Right-of-Way, formerly owned by the Norfolk Southern Railroad, located in the SouthEnd area of the City; and

WHEREAS, in 2005, the City through the action of its council adopted the SouthEnd Transit Station Area Plan to guide the development along the buffer area of the 130-foot wide Rail Corridor; and

WHEREAS, some of the fee simple land and a portion of the Charter Right-of-Way in which the Developer is interested in lies outside of the currently preserved transit corridor; and

WHEREAS, the Developer is also interested in receiving a "No-Build" Easement to be located on City property (PID # 12304110) that would prevent any vertical structures to be built within the easement area (this area is the common area/walkway between the Bland Street Light Rail Station and Camden Street); and

WHEREAS, in order to proceed with construction of the Developer's property (former Fowler's Office Supply property), the City agrees to sell some of its property rights for full and fair compensation, as provided by the North Carolina General Statutes; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Charlotte, in its regular session duly assembled, as follows:

The City shall receive from The Boulevard at 1447 South Tryon LLC, its successors and assigns, the following, which is full and fair compensation for the exchange of property rights:

1. \$94,710.00 for 2,255 sq. ft. of fee simple land from a portion of PID #12304196, located outside the active 70' wide Light Rail Corridor.
2. \$50,085.00 for the release of its charter rights to 2,355 sq. ft. lying outside the active 70' wide Light Rail Corridor.
3. \$68,488.00 for a "No-Build" Easement being approximately 15' wide and running along the length of the City property adjacent to the Developer's land. Said "No-Build" Easement is located on City property (PID # 12304110) and is in the common area/walkway between the Bland Street Light Rail Station and Camden Street).

4. Developer will be required to construct an enhanced retaining wall that will face the Bland Street Light Rail Station, valued at \$55,526.00 which will be a credit to the Developer.

BE IT FURTHER RESOLVED, that the actual sale of property rights set forth herein between the City and the Developer, its successors and assigns, shall not occur until the City receives approval for the sale of the land rights from the Federal Transit Authority.

FURTHER RESOLVED, that the City Council for the City of Charlotte authorizes the City Manager or his designee to execute any and all legal documents to complete the exchange of the land rights between the City and The Boulevard at 1447 South Tryon LLC, its successors and assigns.

ADOPTED this 26 day of November, 2007.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of November, 2007, the reference having been made in Minute Book 125, and recorded in full in Resolution Book 41, Pages (55-58).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of November, 2007.



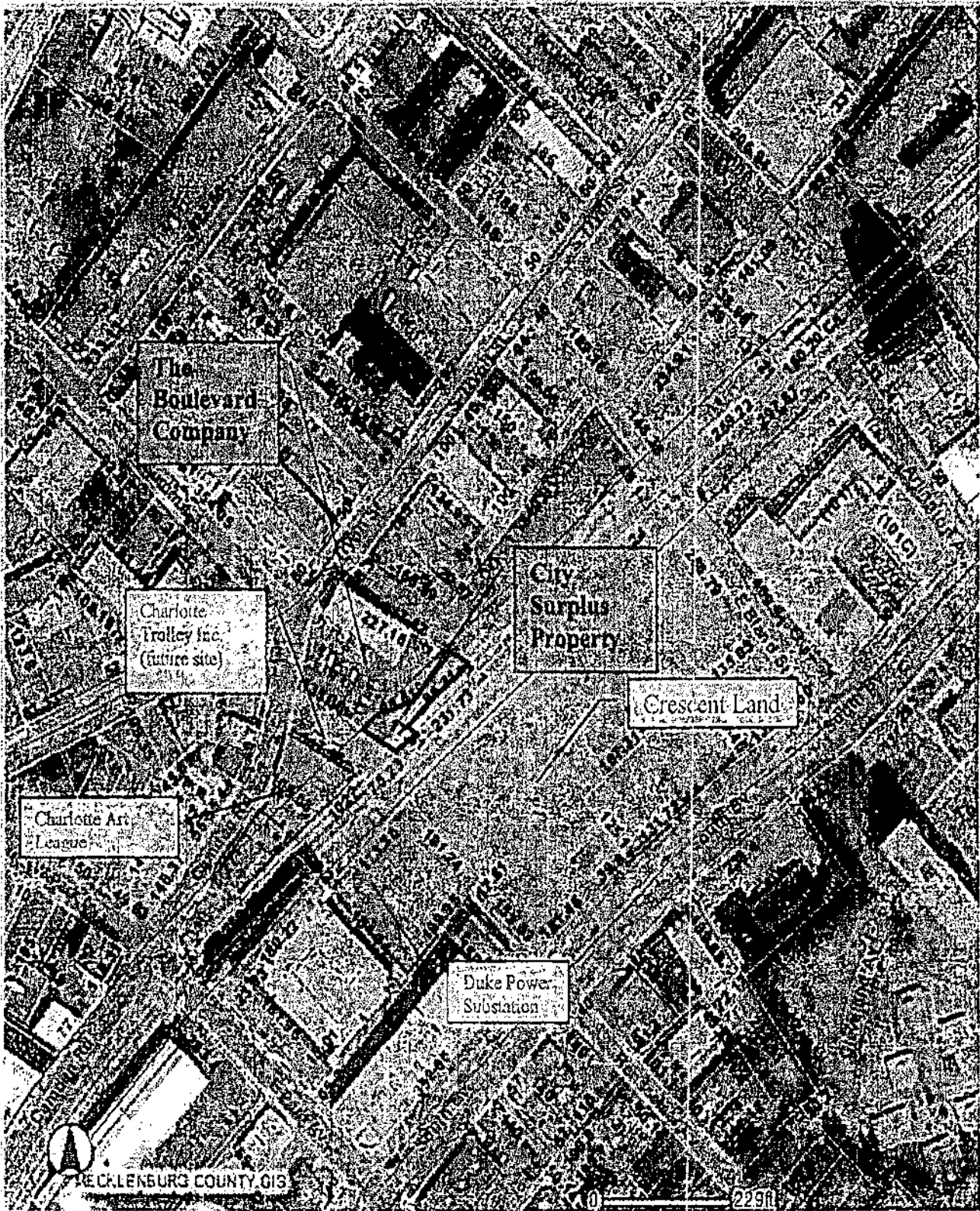
Brenda R. Freeze, CMC, City Clerk

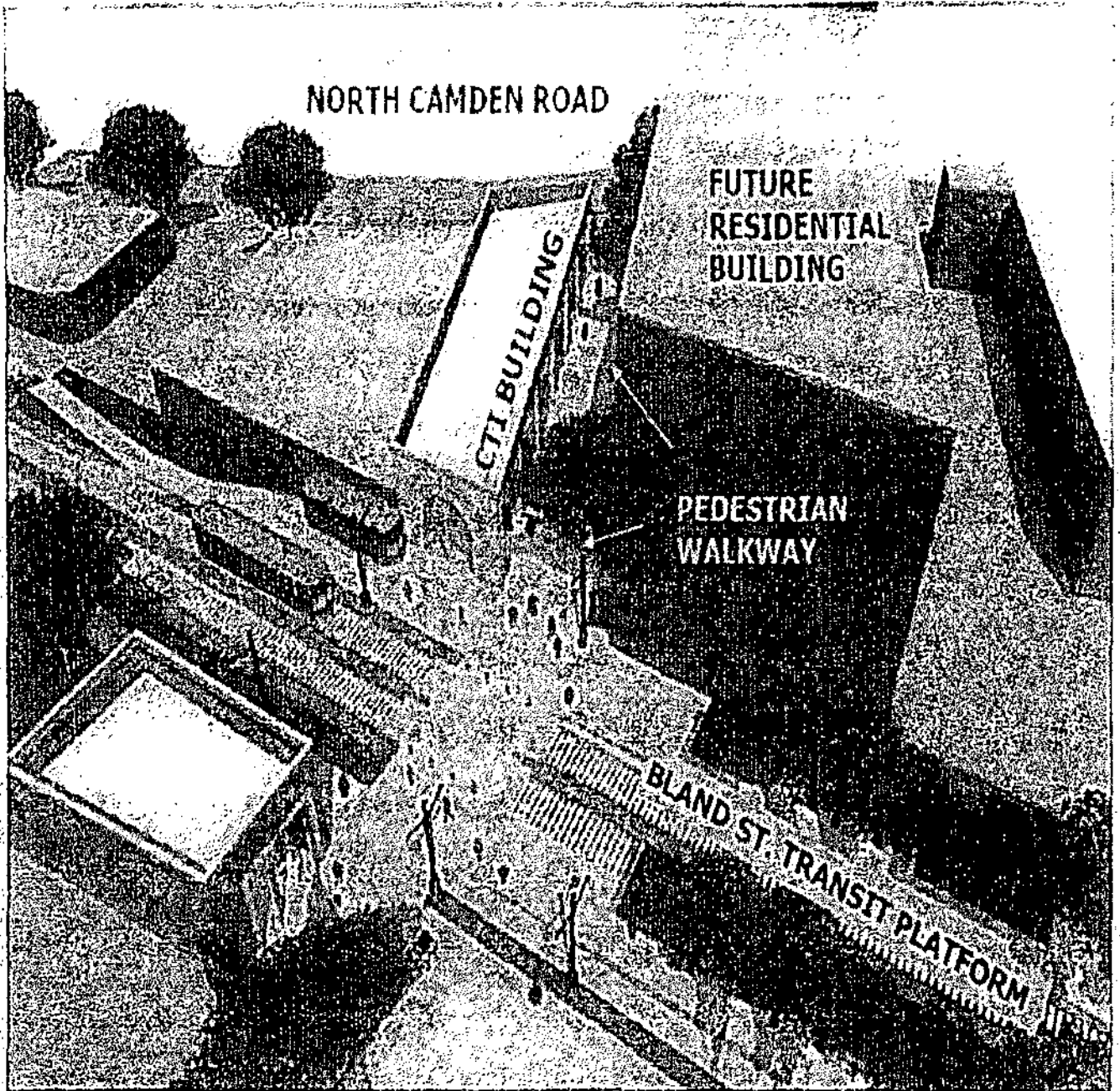
POLARIS

Property Ownership Land Records Information System

Date Printed: Thu Oct 13 11:11:58 EDT 2007

The Boulevard Company





**RESOLUTION AUTHORIZING THE SUBLEASE OF ANTENNA AND
GROUND SPACE TO NEW CINGULAR WIRELESS PCS, LLC**

WHEREAS, the City of Charlotte ("the City") leases property at 2300 Southpoint Road in Belmont ("the Property"), Gaston County, North Carolina from Southpoint Volunteer Fire Department and a owns the communications tower on the Property; and

WHEREAS, the Property has space available for the placement of communications equipment which will not interfere with the City's current or future needs; and

WHEREAS, New Cingular Wireless PCS, LLC desires to sublease approximately 900 square feet of the Property for an equipment shed and space on the tower for communications antennas, for a term of five years, with the right to renew the sublease for four additional five-year terms; and

WHEREAS, in consideration of subleasing the Property, New Cingular Wireless PCS, LLC has agreed to pay rent in the amount of one thousand five hundred dollars (\$1,500.00) per month for the first nineteen months, then increasing by a factor of three percent (3%) annually on July 1, beginning July 1, 2009; and

WHEREAS, Section 8.131 of the Charter of the City of Charlotte authorizes the City to lease its property for terms of more than ten years upon resolution of the City Council adopted at a regular meeting after ten (10) days public notice; and

WHEREAS, the required notice has been published for the required period and Council is convened in a regular meeting;

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Charlotte, pursuant to Section 8.131 of the City of Charlotte Charter, that it hereby authorizes the sublease of the above referenced Property as follows:

The City Council hereby approves the sublease of the City-leased property described above to New Cingular Wireless PCS, LLC for five years, with the sublessee holding a right to renew for four additional five-year periods, and authorizes the City Manager or his Designee to execute any instruments necessary to the proper execution of such sublease.

THIS IS THE 26th DAY OF NOVEMBER, 2007

November 26, 2007

Resolution Book 41, Page 60

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of November, 2007, the reference having been made in Minute Book 125, and recorded in full in Resolution Book 41, Pages (59-60).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of November, 2007.



Brenda R. Freeze, CMC, City Clerk

**A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY**

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **SOUTH CORRIDOR LIGHT RAIL PROJECT**; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte, that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the **SOUTH CORRIDOR LIGHT RAIL PROJECT** and estimated to be approximately 8,617 square feet (.198 acre) of permanent access easement and temporary construction easement and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel Nos. 125-061-05; 126-061-11; and 125-061-12, said property currently owned by **NORTH CAROLINA RAILROAD COMPANY; NORFOLK SOUTHERN RAILWAY; AND CHARLOTTE, N. C. HOTEL CORPORATION, and Any Other Parties in Interest, or the owners' successor-in-interest.**

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of November, 2007, the reference having been made in Minute Book 125, and recorded in full in Resolution Book 41, Page 61.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of November, 2007.


Brenda R. Freeze, CMC, City Clerk

**CHARLOTTE, NORTH CAROLINA
CITY COUCIL**

**RESOLUTION RATIFYING AMENDMENTS TO CITY COUNTY
INTERLOCAL AGREEMENT FOR THE LAND SWAP TO ENABLE THE
DEVELOPMENT OF BROOKLYN VILLAGE, THE THIRD WARD PARK AND
THE KNIGHTS BASEBALL STADIUM**

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties are authorized to enter into interlocal cooperation undertakings with each other for the contractual exercise by one unit of local government for the other unit of local government of any power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, pursuant to G.S. 160A-274, any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property; and

WHEREAS, in May, 2007 the Charlotte City Council and the Mecklenburg County Board of Commissioners ratified the Brooklyn Village/Knights Baseball Stadium Interlocal Cooperation Agreement (the "Interlocal Agreement") under which the City of Charlotte and Mecklenburg County agreed to certain land transfers and other transactions to allow for:

- 1) development of a park in the Third Ward of Center City Charlotte with connection to South Tryon Street;
- 2) implementation of the first phase of the Second Ward Master Plan in accordance with the Vision Statement and Master Plan presented to Pam Syfert on or about September 20, 2006 (referred to as "Brooklyn Village"); and
- 3) development of a new stadium for the Charlotte Knights' minor league baseball team on a site in the Third Ward of Center City Charlotte; and

WHEREAS, the City and the County now desire to amend the Interlocal Agreement to extend the date by which certain land transactions must occur and to make other changes;

NOW THEREFORE BE IT RESOLVED that the Charlotte City Council hereby:

- i. Approves and ratifies the attached First Amendment to Brooklyn Village / Knights Baseball Stadium Interlocal Cooperation Agreement with Mecklenburg County (the "Amendment to Interlocal Agreement"); and

2. Authorizes the City Manager to take all actions necessary to effectuate the transactions contemplated by the Interlocal Agreement as amended, including but not limited to the land conveyances and right of way abandonments described therein; and
3. Directs that this resolution be reflected in the minutes the Charlotte City Council.

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of November, 2007, the reference having been made in Minute Book 125, and recorded in full in Resolution Book 41, Pages (62-93).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 28th day of November, 2007.



Brenda R. Freeze, CMC, City Clerk

**FIRST AMENDMENT TO
BROOKLYN VILLAGE / KNIGHTS BASEBALL STADIUM
INTERLOCAL COOPERATION AGREEMENT**

This **FIRST AMENDMENT TO BROOKLYN VILLAGE / KNIGHTS BASEBALL STADIUM INTERLOCAL COOPERATION AGREEMENT** (the "First Amendment to Interlocal ") is made and entered into as of as of November 26, 2007 between the **COUNTY OF MECKLENBURG, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), and **THE CITY OF CHARLOTTE, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (the "City").

WITNESSETH

WHEREAS, the County and the City have previously entered into that certain Brooklyn Village / Knights Baseball Stadium Interlocal Cooperation Agreement approved by the City on May 14, 2007 (the "Agreement"); and

WHEREAS, the County and the City have identified a need to make modifications to the Agreement as further provided herein:

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. The following definition is added as Section 1.02.5:

Section 1.02.5 "*Brooklyn Village Site*" means the six (6) parcels of real property more particularly described on the Subdivision Plat attached hereto as **Attachment L** and the Site Plan attached hereto as **Attachment M**, both of which are made a part of this Agreement by reference. The Brooklyn Village Site includes Marshall Park and the real property owned by the County that is adjacent to Marshall Park.

2. The following definition is added as Section 1.07.5:

Section 1.07.5 "*Cornerstone Entity*" shall mean the entity that acquires title to parcels 1, 2 and 3 of the Brooklyn Village Site as shown on **Attachment L**. Absent the City's prior written consent, the Cornerstone Entity shall be: (a) an entity controlled by or under common control with Massachusetts Mutual Life Insurance Company or any affiliate of Massachusetts Mutual Life Insurance Company; (b) an entity in which Massachusetts Mutual Life Insurance Company or any affiliate of Massachusetts Mutual Life Insurance Company exercises managerial control; or (c) an entity in which Spectrum Investment Services, Inc. (or any entity controlled by or under common control with Spectrum Investment Services, Inc. exercises managerial control).

3. Section 1.08 is amended to read as follows:

Section 1.08 "*Cornerstone Agreement*" means the agreement between Mecklenburg County and the Cornerstone Entity by which the parties agree to execute all land transactions necessary to enable the development of Brooklyn Village, and to develop Brooklyn Village in the manner described in **Attachment A** and in the Vision Statement and Master Plan for Brooklyn Village that are attached as **Attachment D**, with the overall layout and design being updated by the Subdivision Plat that is attached as **Attachment L** and the Site Plan attached as **Attachment M**.

4. All references to "Exchange Agreement" are changed to "Cornerstone Agreement".

5. All references to "Cultural Facilities" mean the Wachovia Cultural Facilities, as defined in Section 1.18 of the Agreement.

6. Section 2.01(a) is amended to replace the term "Cornerstone Real Estate Advisors and Spectrum Investment Services" with the term "the Cornerstone Entity."

7. Section 2.04 is amended to read as follows:

Section 2.04 Conditions Precedent and Reversal Option.

- a) **Conditions Precedent.** The City will be required to convey title to the Conveyed Properties to the County only after all of the following conditions precedent have been satisfied (collectively referred to as the "Conditions Precedent"):
- i) The Knights and the City have executed a legally binding Traffic Control and Public Safety Agreement that allocates rights and responsibilities for traffic control and public safety measures associated with events at the Baseball Stadium;
 - ii) Any third party consents that are necessary to consummate the transactions contemplated by this Agreement have been obtained in writing;
 - iii) The Cornerstone Entity has executed the Cornerstone Agreement, and (i) the Cornerstone Entity will remain bound by the Cornerstone Agreement as long as the County executes it by March 1, 2008, (ii) the County Manager has agreed in writing to present the Cornerstone Agreement to the County Board of Commissioners for approval prior to March 1, 2008, and (iii) the Cornerstone Agreement provides that the Cornerstone Entity intends in good faith to develop the Brooklyn Village Site in the manner described in **Attachment A** and in the Vision Statement and Master Plan for Brooklyn Village that are attached as **Attachment D**, with the overall layout and design being updated by the Subdivision Plat that is attached as **Attachment L** and the Site Plan attached as **Attachment M**; and
 - iv) The City, the County, the Charlotte Housing Authority and the Cornerstone Entity have each executed the Brooklyn Village Affordable Housing Agreement and

Declaration of Restrictive Covenants in the form attached to this Agreement as **Attachment N** and incorporated herein by reference.

The City Council, by approval of this Agreement, authorizes and directs the City Manager to execute all documents necessary to convey the Conveyed Properties to the County upon satisfaction of the Conditions Precedent.

If the Conditions Precedent have not been satisfied in full by March 1, 2008, then either party shall have the right to terminate this Agreement by written notice to the other party. In the event of termination pursuant to this paragraph, all rights and obligations of either party under this Agreement shall terminate (including without limitation the City's obligation to convey Marshall Park, Spirit Square and the rights of way referenced in Section 2.03 to the County).

- b) **Reversion Option.** If the County does not approve and execute the Cornerstone Agreement on or before March 1, 2008, or if all land transactions described in the Cornerstone Agreement have not occurred by December 1, 2012, the County shall, if requested in writing by the City within 60 days after the failure to occur of either of the preceding events, convey Marshall Park back to the City at no cost to the City and with the same title of the same quality and subject to the same exceptions as first conveyed to the County within ninety (90) days after receipt of the City's written request.
- c) **Grant of Authority.** The County Board of Commissioners, by approval of this Agreement, authorizes and directs the County Manager to execute all documents necessary to convey Marshall Park back to the City under the conditions set forth above and within the time period set forth above, and to grant each of the other rights and take each of the other actions set forth above. In the event of such conveyance, the County shall have no liability for, and the City shall release the County from, and have no recourse against the County for, any defect or deficiency of any kind whatsoever of Marshall Park without regard to whether such defect or deficiency was known or discoverable by the County or the City, other than defects or deficiencies that arose during the period of time that the County owned Marshall Park.

- 8. All of the other provisions of the Brooklyn Village / Knights Baseball Stadium Interlocal Cooperation Agreement shall remain in full force and effect and this Amendment shall take effect upon its execution by the City of Charlotte and the County.

IN WITNESS WHEREOF, the Mayor of the City of Charlotte and the Chairman of the Board of Commissioners of the County have each executed this First Amendment to Interlocal Agreement to evidence the agreement of the parties hereto and the Charlotte City Clerk and the Clerk to the Board of County Commissioners have affixed the seal of the City and the County, as applicable, to this First Amendment to Interlocal Agreement.

THE CITY OF CHARLOTTE

[SEAL]

By: _____
Mayor

Attest:

City Clerk

COUNTY OF MECKLENBURG, NORTH CAROLINA

[SEAL]

By: _____
Chairman

Attest:

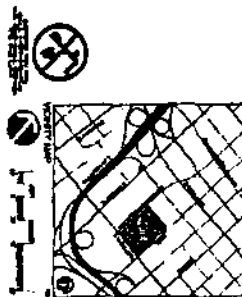
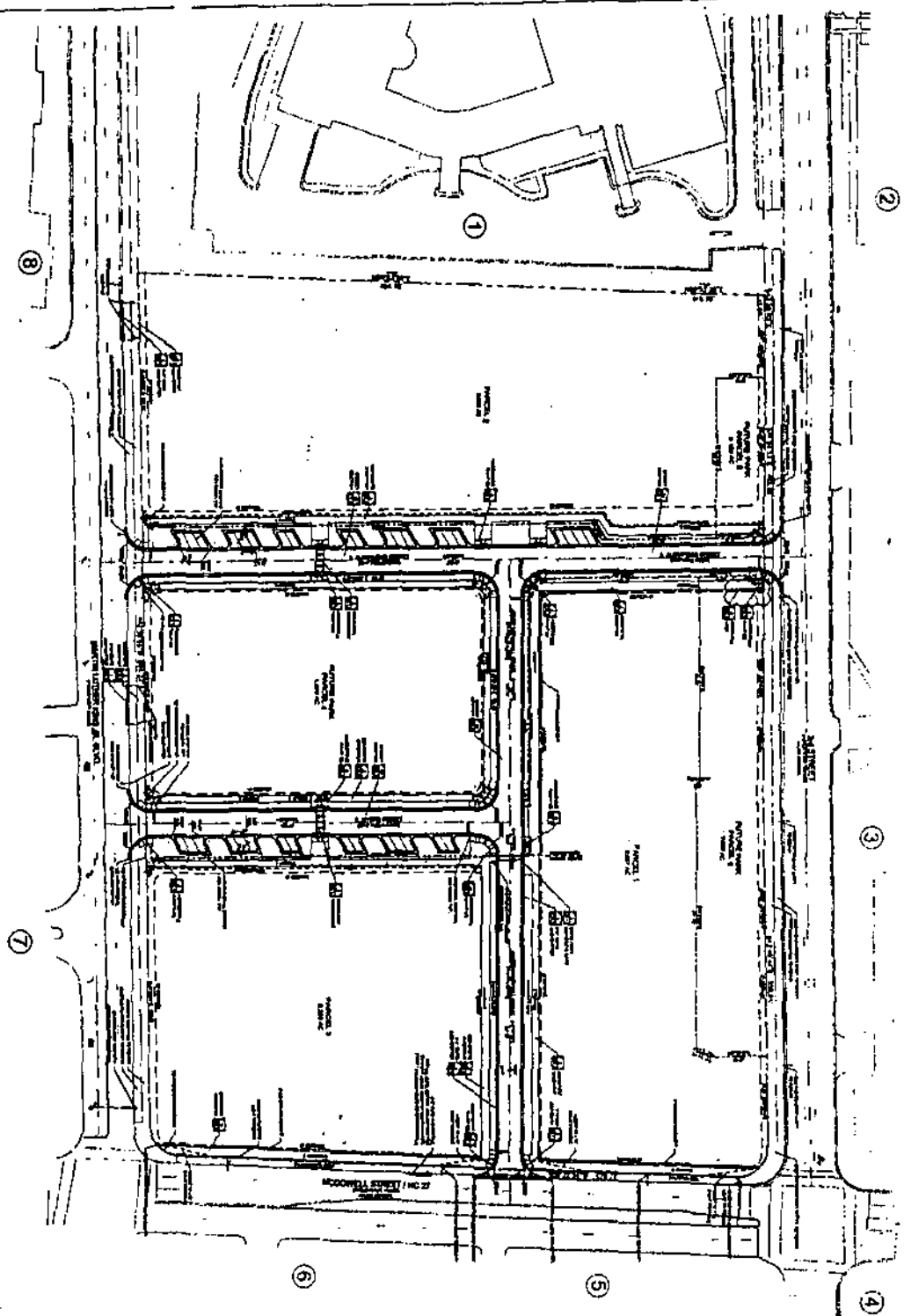
Clerk to the Board

Approved as to form:

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

County Attorney

Director of Finance



GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE INTERNATIONAL PLUMBING CODE (IPC).
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION FROM THE LOCAL UTILITIES COMPANIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY RECORD DRAWINGS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY COMMUNICATIONS WITH THE ARCHITECT.

LEGEND:

- 1. EXISTING STRUCTURE
- 2. NEW STRUCTURE
- 3. EXISTING UTILITIES
- 4. NEW UTILITIES
- 5. EXISTING LANDSCAPE
- 6. NEW LANDSCAPE
- 7. EXISTING DRIVEWAYS
- 8. NEW DRIVEWAYS
- 9. EXISTING SIDEWALKS
- 10. NEW SIDEWALKS
- 11. EXISTING STREETS
- 12. NEW STREETS

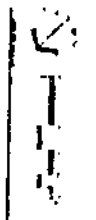
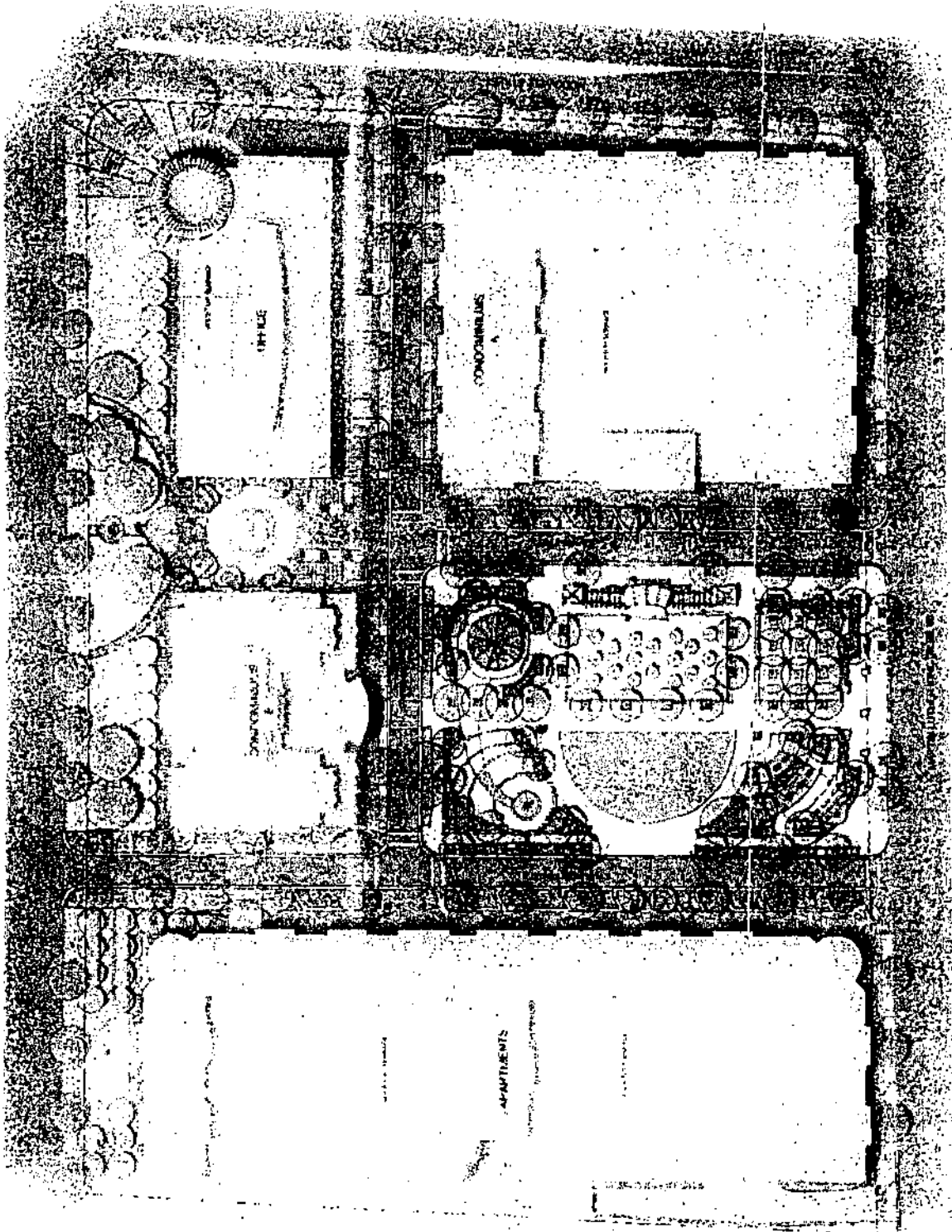
REVISIONS:

NO.	DATE	DESCRIPTION
1	11/26/07	ISSUED FOR PERMITTING
2	11/26/07	ISSUED FOR CONSTRUCTION

BROOKLYN VILLAGE
 MIXED-USE DEVELOPMENT
 SPECTRUM INVESTMENT SERVICES, INC., CHARLOTTE, NORTH CAROLINA



LandDesign.
 2000 South Tryon Street, Suite 100
 Charlotte, NC 28211
 Phone: 704.375.1234
 Fax: 704.375.1235
 Email: info@landdesign.com



SPECTRUM PROPERTIES



Brooklyn Village
Phase One Master Plan Illustrative
Charlotte, North Carolina



Drawn by and mail to:
Cynthia L. White
City Attorney's Office
600 East Fourth Street
Charlotte, NC 28202-2841

**BROOKLYN VILLAGE AFFORDABLE HOUSING AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

This AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "Agreement") is entered into as of _____, 200_ between **THE CITY OF CHARLOTTE, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (the "City"), **THE HOUSING AUTHORITY OF THE CITY OF CHARLOTTE, N.C.**, a public body and a body corporate and politic organized under the laws of the State of North Carolina (the "Authority"), **MECKLENBURG COUNTY**, a political subdivision of the State of North Carolina (the "County") and **BROOKLYN VILLAGE LLC**, a Delaware limited liability company ("Developer").

WITNESSETH

WHEREAS, the Second Ward Master Plan was approved by the Charlotte City Council, the Mecklenburg County Board of Commissioners and the Charlotte-Mecklenburg School Board in 2002 (the "Second Ward Master Plan"); and

WHEREAS, the Second Ward Master Plan contained a Vision Statement that reads in part, "[t]o create a livable and memorable urban neighborhood in the heart of the city through mixed land uses, diverse architecture and housing types, unique infrastructure, and a hierarchy of open spaces. These components will combine to welcome and support a diverse population with varied ages, races, and socio-economic backgrounds"; and

WHEREAS, the Second Ward Master Plan also established sixteen (16) goals, three (3) of which are to "[p]rovide a variety of housing types with unique infrastructure," "[p]rovide workforce housing in each phase of development," and "[p]rovide the integration of historic references throughout the neighborhood for identity"; and

WHEREAS, City is the owner of certain real property (the "City Property") within the area bounded by South McDowell Street, Third Street, Martin Luther King Jr. Boulevard and the First Baptist Church property in Charlotte, Mecklenburg County, North Carolina and currently known as "Marshall Park", as the City Property is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, County is the owner of certain real property within Marshall Park adjacent to the City Property (the "County Property"), as the County Property is more particularly described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, pursuant to the provisions of that certain Brooklyn Village/Knights Baseball Stadium Interlocal Cooperation Agreement between City and County, as approved by the City on May 14, 2007, as amended (the "Interlocal Agreement"), City will convey the City Property to the County upon the satisfaction of the Conditions Precedent, as defined in the Interlocal Agreement; and

WHEREAS, upon the City's conveyance of the City Property to the County, the County will own the City Property and the County Property, that is, the entirety of Marshall Park; and

WHEREAS, Developer's acquisition of the real property that includes the County Property and the City Property acquired by the County, but excludes the land therein being retained by the County (the "Park Site") (said real property, excluding the Park Site, is called the "Brooklyn Village Tract" and the same is more particularly shown on the Subdivision Plat [as hereinafter defined]), is pivotal to the development of Brooklyn Village, and the planned County park to be located at S. Church Street and W. Third Street (the "Third Ward Park"); and

WHEREAS, the Subdivision Plat depicts the development of the Brooklyn Village Tract in three (3) separate and distinct parcels, labeled as Parcel 1 consisting of 2.367 acres (the "Office/Condominium B Parcel"), Parcel 2 consisting of 3.008 acres (the "Apartment Parcel") and Parcel 3 consisting of 2.280 acres (the "Condominium A Parcel"); and

WHEREAS, in consideration of the City's conveyance of the City Property to the County and the County's subsequent conveyance of the Brooklyn Village Tract to Developer, Developer has agreed to implement the development, construction and operation of certain "Affordable Housing Units" (as hereinafter defined) in accordance with the terms of this Agreement and has further agreed that the Apartment Parcel and the Condominium A Parcel (but not the Office/Condominium B Parcel) within the Brooklyn Village Tract shall be held subject to certain *restrictive covenants* as hereinafter set forth to assure its continued operation as Affordable Housing Units; and

WHEREAS, Developer has cooperated with the City, County, Charlotte-Mecklenburg Schools ("CMS") and the Authority to achieve substantial mutual goals through the uptown land transactions that have occurred to date; and

NOW, THEREFORE, in order to facilitate implementation of the Second Ward Master Plan, as well as development of a Third Ward Park, and in consideration of the conveyance of the City Property to the County and the County's subsequent conveyance of the Brooklyn Village Tract to Developer and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the City, the Authority, the County and Developer hereby agree as follows:

ARTICLE I

DEVELOPMENT OF THE VILLAGE

1. **Incorporation of Recitals.** The Recitals set forth hereinabove are incorporated by reference as if fully set forth herein.

2. **Preliminary Planning Efforts.** The Developer has studied the Second Ward Master Plan and has embraced its direction. With the help of the City/County Planning Department and the Charlotte Department of Transportation, the Developer previously created a site plan for Marshall Park based on the Second Ward Master Plan (the "Site Plan") attached hereto as Exhibit C and made a part hereof, and submitted it for UMUD-Optional zoning for City Council consideration. City Council approved the UMUD-Optional zoning and Site Plan on July 16, 2007. Developer has subsequently prepared a preliminary subdivision plat (the "Subdivision Plat"), a copy of which Subdivision Plat is attached hereto as Exhibit D and made a part hereof, that is consistent with the Site Plan. The "Office/Condominium B Parcel," the "Condominium A Parcel," and the "Apartment Parcel" (each of which may be individually called a "Parcel" and collectively called the "Parcels") are each depicted on the Subdivision Plat. Any reference in this Agreement to any of the Parcels shall be deemed to refer to and encompass the real property shown on the Subdivision Plat to be within the boundaries of the Parcel to which such reference is made. If at anytime subsequent to the Effective Date (as hereinafter defined) Developer or the County (acting at the request of Developer) shall record a subdivision plat of the Brooklyn Village Tract that further delineates the area, configuration and boundaries of the Parcels or any of the Parcels, then from and after the recording of such subdivision plat, the Parcel(s) shall be as shown on the recorded subdivision plat; provided, however, no material changes may be made to the Subdivision Plat as shown on Exhibit D prior to the recording thereof without the prior written consent of the County and the City. From and after the recording of the Subdivision Plat, Developer shall make no material changes to the area, configuration or boundaries of the Apartment Parcel or the Condominium A Parcel without the prior written consent of the County and the City.

3. **Village Components.** The Site Plan approved by the City Council proposes an urban village that includes a wide variety of housing types and a retail village around a new County park (collectively, the "Village"). The Developer has embraced the look of the Village as suggested in the Second Ward Master Plan, and is working closely with the County to design an urban park as part of the Village. The Developer has embraced the history of the old Brooklyn neighborhood by A) naming the project "Brooklyn Village," B) naming the streets using historic street names, C) putting historic markers throughout the project and in the park, D) agreeing to attempt to raise funds to turn the Second Ward Gym into a Community Center (with CMS' agreement) and E) working diligently to develop a village of diverse residents.

4. **Housing Components.** The Developer is working diligently to include a wide variety of housing types in the Village, as well as a significant amount of workforce housing. The Developer will work diligently to maximize the workforce housing component of the

Village. The Developer agrees to discuss with the City and the Authority the potential for affordable housing units (in addition to the Affordable Housing Units to be constructed in Phase I of the Brooklyn Village development) in future phases of the Brooklyn Village development, with the understanding that any additional affordable housing units would be at the City's and/or Authority's cost and expense.

5. **Commitment to Diversity.** The Developer has made a significant commitment to diversity in this project, committing to use good faith efforts to achieve a 20% minority participation goal (calculated on the overall value of contracts let) on the construction project. Diversity has also been built into the development team, the architectural team and the sales team. The Developer is also working with CMS to provide internships and apprenticeships during the three to four years following the Effective Date.

ARTICLE II

DECLARATION OF RESTRICTIVE COVENANTS

1. **Affordable Housing Units.** In consideration of the City's conveyance of the City Property to County as of the Effective Date and the County's subsequent conveyance of the Brooklyn Village Tract to Developer, Developer has agreed with the City, County and Authority to provide thirty (30) "Affordable Housing Units" on the Apartment Parcel of the Village (or in the alternative, as more particularly set forth in Section 3 below, on the Condominium A Parcel of the Village) to be developed as a part of Phase I of the Village. The meanings of the defined terms "Affordable Housing Units" and "Apartment Component," as well as other defined terms related thereto, are set forth in the restrictive covenants in Section 2 below. At the time the Apartment Component is ready for occupancy (the "Commencement Date"), as evidenced by the issuance of Certificates of Occupancy for the Apartment Component, the City and the Authority will pay to Developer (or, subject to the provisions of Section 6 of Article IV hereof, Developer's successors or assigns in title to the Apartment Parcel or the Condominium A Parcel, as applicable) a one-time public subsidy of \$2.5 million toward the cost of the Affordable Housing Units. This payment will be shared equally between the City and the Authority, for a total cost per entity of \$1.25 million, with the City's portion to be funded from the Housing Trust Fund and the source of the Authority's portion to be determined by the Authority. This represents a total public subsidy of \$83,334 per Affordable Housing Unit. To achieve this goal, the Developer has allocated a lower land value to the Apartment Parcel and has forfeited estimated profit from these Units, at an estimated value of \$1.5 million. Developer's obligation to operate and maintain the Affordable Housing Units in the Apartment Component shall continue for a period of forty (40) years from and after the Commencement Date.

2. **Declaration of Restrictive Covenants.** In consideration of the conveyance of the City Property to the County and the County's conveyance of the Brooklyn Village Tract to Developer and the other mutual promises and covenants set forth herein, the parties hereto hereby declare that for the duration of the Restrictive Covenant Term (as hereinafter defined) the Apartment Parcel and the Condominium A Parcel within the Brooklyn Village Tract may be used or developed for mixed commercial, retail and residential uses and for no other uses or purposes. The parties hereto further declare that the Apartment Component of such mixed use development shall provide thirty (30) "Affordable Housing Units" within any such Apartment

Component for a period of forty (40) years (the "Restrictive Covenant Term") from and after the Commencement Date. For purposes of further clarification, the "Apartment Component" of such development means rental housing located within either the Apartment Parcel or the Condominium A Parcel consisting of (i) market rate "for lease" units (which may be interspersed with market-priced units if within Condominium A Parcel) and (ii) thirty (30) Affordable Housing Units that are physically indistinguishable from the market rate "for lease" units and dispersed among the market rate "for lease" units. The term "Affordable Housing Unit" means a rental housing unit that meets both of the following criteria: (a) it qualifies for and has been designated as Section 8 within the meaning of Section 8 of the United States Housing Act of 1937 (or any successor legislation adopted by Congress); and (b) it is affordable for households earning 30% or less of Area Median Income (as established by the United States Department of Housing and Urban Development ["HUD"]) for the Charlotte-Gastonia-Concord North Carolina/South Carolina Metropolitan Statistical Area (as determined by the United States Office of Management and Budget). The Area Median Income for the area defined above is, as of the Effective Date, \$60,200 for a family of four and thirty percent (30%) of the Area Median Income for the area defined above is, as of the Effective Date, \$18,060.

It is further required that: (u) each of the 30 Affordable Housing Units will be a two bedroom apartment with no less than 850 net square feet; (v) each Affordable Housing Unit will be provided, without additional cost, an access card for the parking area serving the Parcel where the Affordable Housing Unit is located; (w) the residents of the Affordable Housing Units will have the same rights and privileges to community rooms and other amenities as the residents of the market rate "for lease" units of the Parcel where the Affordable Housing Units are located at no cost to such residents, provided that if use of optional amenities by the residents of the market rate "for lease" units is conditioned upon payment of a fee therefor, the residents of the Affordable Housing Units may be charged the same fee in the same amount for the same rights and privileges, provided that in no event may a resident of an Affordable Housing Unit be charged a fee for access to (to the extent the same are provided): (A) swimming pools, outdoor terraces, gardens, picnic areas, common area kitchens, playgrounds, and other recreational areas, (B) common area weight room and exercise facilities, (C) community meeting space or (D) any other areas and services that residents of the market rate "for lease" units receive without charge; (x) the Affordable Housing Units will be distributed throughout the overall residential development on that Parcel or Parcels as opposed to being concentrated in the same area; (y) the use of the property for the rental and maintenance of Affordable Housing Units will comply with all laws, HUD regulations and agreements that apply to the Affordable Housing Units; and (z) the monthly rent for each of the Affordable Housing Units will be established at one hundred twenty percent (120%) of the "fair market rental" published by HUD from time to time (for example: using the published fair market rental current on the date of this Agreement, monthly rental would be set at \$740 multiplied by 120% for a total of \$888, less a utility allowance of \$120, yielding a net rent of \$768 for each Affordable Housing Unit).

3. Completion of Affordable Housing Units as a portion of Phase I of the Village.

Developer has agreed that the Affordable Housing Units will be constructed and thereafter operated by Developer as a part of its development of Phase I of the Village. For purposes of this Agreement, "Phase I of the Village" shall mean the development of the Office/Condominium B Parcel and the Apartment Parcel. In order to assure that Developer constructs the Affordable Housing Units as a part of Phase I of the Village, Developer hereby

agrees that it shall not commence construction nor shall it apply for or be able to be issued a building permit for the construction of improvements on the Condominium A Parcel until such time as it has commenced construction of the improvements constituting the Apartment Component on the Apartment Parcel. For purposes of this Agreement, "commenced construction of improvements" shall mean both (i) the pouring of footings and foundations for such improvements constituting the Apartment Component and (ii) the commencement of construction of substantial, structural vertical elements (such as, but not limited to, caissons, elevator shafts and support pilings) serving the Apartment Component, as opposed to the purely decorative or architectural features of such improvements. Once Developer has commenced construction of improvements on the Apartment Parcel, Developer shall diligently pursue the completion of same within a reasonable time thereafter, subject to events of force majeure. Developer hereby agrees that if prior to the time that it has commenced construction of improvements on the Apartment Parcel, the Developer shall apply for, take steps to obtain or be issued a building permit for the construction of improvements on the Condominium A Parcel, or if Developer shall commence construction of improvements on the Condominium A Parcel, the County shall have a right to deny the issuance of any such building permit to Developer, and if the building permit has nonetheless been issued by the County, the City and/or Authority shall be entitled to preliminary and permanent injunctive relief to stop issuance of the building permit by the County, require surrender of the building permit by the Developer and/or stop construction of the improvements on the Condominium A Parcel until such time as Developer has commenced construction of improvements on the Apartment Parcel. Such remedies shall be in addition to, and not in lieu of, the remedies set forth in Section 7 of this Article II.

It is the presumption of this Agreement that Developer will provide the Affordable Housing Units within the Apartment Component constructed on the Apartment Parcel. However, and notwithstanding the provisions of this Section 3 to the contrary, Developer shall be permitted to construct and operate the Affordable Housing Units within a residential development constructed on the Condominium A Parcel that may include both "for sale" and "for lease" residential products provided that (i) the Affordable Housing Units satisfy the requirements of this Agreement, (ii) if Developer decides to provide the Affordable Housing Units within a residential development constructed on the Condominium A Parcel, Developer shall send written notice thereof to the City, County and Authority concurrently with its application for a building permit for any improvements on the Condominium A Parcel and (iii) Developer shall not apply for nor shall it be able to be issued a building permit for the construction of improvements on the Apartment Parcel until such time as it has commenced construction of improvements (as such term has previously been defined) on the Condominium A Parcel. Once Developer has commenced construction of improvements on the Condominium A Parcel, Developer shall diligently pursue the completion of same within a reasonable time thereafter, subject to events of force majeure. Developer hereby agrees that if Developer has given written notice that it will provide the Affordable Housing Units within the Condominium A Parcel and that if prior to the time that it has commenced construction of improvements on the Condominium A Parcel, the Developer shall apply for, take steps to obtain or be issued a building permit for the construction of improvements on the Apartment Parcel, or if Developer shall commence construction of improvements on the Apartment Parcel, the County shall have a right to deny the issuance of any such building permit to Developer, and if the building permit has nonetheless been issued by the County, the City and/or Authority shall be entitled to preliminary and permanent injunctive relief to stop issuance of the building permit by the

County, require surrender of the building permit by the Developer and/or stop construction of the improvements on the Apartment Parcel until such time as Developer has commenced construction of improvements on the Condominium A Parcel. Such remedies shall be in addition to, and not in lieu of, the remedies set forth in Section 7 of this Article II.

Developer agrees that Developer's application for a building permit for the Affordable Housing Units, whether constructed within the Apartment Component constructed on the Apartment Parcel or within a residential development constructed on the Condominium A Parcel that may include both "for sale" and "for lease" residential products, will identify with specificity the initial location of the thirty (30) Affordable Housing Units within the overall housing development that is the subject of the building permit application. Upon the completion of the Apartment Component, the location of the Affordable Housing Units may be modified within the Apartment Component provided that any modified location is in compliance with the provisions of Section 2 of Article II of this Agreement.

4. Term of Restrictive Covenants. The restrictive covenants as more particularly set forth in this Article II shall remain in full force and effect for the Restrictive Covenant Term, that is, for a period of forty (40) years from and after the Commencement Date.

5. Covenants to Run with the Land. The covenants, reservations and restrictions set forth herein (i) shall be deemed covenants running with the land and shall pass to and be binding upon the Developer, and its successors and assigns in title to the Apartment Parcel and the Condominium A Parcel and all subsequent owners of the Apartment Parcel and the Condominium A Parcel and (ii) are not merely personal covenants of the Developer. The parties hereby agree that as of the Commencement Date, the Parcel that has not been developed to include the Affordable Housing Units, whether it be the Apartment Parcel or the Condominium A Parcel, shall no longer be subject to the restrictive covenants set forth in this Article II and upon the prior written request of Developer or its successors and assigns in title to the Parcel that has not been developed to include the Affordable Housing Units, the City, County and Authority shall execute a release in recordable form releasing such restrictive covenants from the Parcel that has not been developed to include the Affordable Housing Units. The parties further agree that if the Affordable Housing Units are developed in compliance with this Agreement within the Condominium A Parcel that includes "for sale" condominium units, then upon the prior written request of any purchaser of a condominium unit located on the Condominium Parcel A the City, County and Authority shall execute a release in recordable form releasing such restrictive covenants from any such condominium unit.

The Developer hereby agrees that any and all requirements of the laws of the State of North Carolina in order for the provisions of this Agreement to constitute restrictions and covenants running with the title to the Apartment Parcel and the Condominium A Parcel and which touch and concern the Apartment Parcel and the Condominium A Parcel shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, and that an equitable servitude in the form of a negative easement has been created to insure that these restrictions run with the land. Each and every contract, deed or other instrument hereafter executed covering or conveying the Apartment Parcel and the Condominium A Parcel or any portion thereof shall conclusively be deemed to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants,

reservations and restrictions are set forth in such contract, deed or other instruments unless the same has been released pursuant to the provisions of this Agreement. If a portion or portions of the Apartment Parcel and the Condominium A Parcel are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Apartment Parcel and the Condominium A Parcel.

This Agreement shall be recorded concurrently with the deed (the "Deed") from the City to the County conveying the City Property to the County. For purposes of this Agreement, the "Effective Date" shall be the date the Deed and this Agreement are recorded in the Mecklenburg County Public Registry. As of the Effective Date, the restrictive covenants set forth in this Article II shall be deemed to encumber and be enforceable only against the portion of the City Property that is located within the boundaries of the Apartment Parcel and the Condominium A Parcel. The parties hereby agree that at such time as the County conveys the Brooklyn Village Tract to Developer, the parties will enter into a supplement to this Agreement to acknowledge that the restrictive covenants set forth in this Article II shall thereupon encumber and be enforceable against only the portions of the County Property and the City Property that are located within the boundaries of the Apartment Parcel and the Condominium A Parcel and any such acknowledgement may include a legal description of the Apartment Parcel and the Condominium A Parcel or a reference to a recorded subdivision plat of the Apartment Parcel and the Condominium A Parcel. The form of the supplement to this Agreement to be entered into by the County and Developer is attached hereto as Exhibit E and made a part hereof. If the conditions precedent to the County's conveyance of the Brooklyn Village Tract to Developer are not satisfied such that the Brooklyn Village Tract is not conveyed to Developer on or prior to December 1, 2012, or if at any time after the date of this Agreement the County shall convey the City Property or the Apartment Parcel back to the City, then these restrictions shall automatically terminate and expire and be of no further force and effect in which event the parties hereto shall join in the termination of this Agreement and the termination thereof will be promptly recorded in the Mecklenburg County Public Registry.

6. **Compliance Monitoring.** The Developer and any subsequent owner of all or any portion of the Apartment Parcel and the Condominium A Parcel shall submit any information, documents or certifications requested by the City or the Authority which the City or the Authority shall deem reasonably necessary to substantiate the Developer's and/or subsequent owners' continuing compliance with the restrictive covenants set forth in this Agreement.

7. **Remedies; Enforceability.** The Developer hereby acknowledges and agrees that the primary purpose for requiring compliance by the Developer and any subsequent owners of all or any portion of the Apartment Parcel and the Condominium A Parcel with the restrictions provided in this Agreement is to assure compliance of the Apartment Parcel and the Condominium A Parcel with the covenants regarding the Affordable Housing Units as set forth herein and by reason thereof, the Developer hereby agrees and consents on behalf of itself and any subsequent owners of all or any portion of the Apartment Parcel and the Condominium A Parcel that each of the City and the Authority shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to obtain (i) specific performance by the Developer and any subsequent owners of the Apartment Parcel and the Condominium A Parcel of the obligations under this Agreement and/or (ii) preliminary and permanent injunctive relief against any of such parties in any court of competent jurisdiction.

The Developer hereby further specifically acknowledges and agrees that the City and the Authority cannot be adequately compensated by monetary damages in the event of default hereunder.

These remedy provisions are imposed upon and made applicable to the Apartment Parcel and the Condominium A Parcel and shall run with the land and shall be enforceable against the Developer and/or any other person or entity that has or had an ownership interest in the Apartment Parcel and the Condominium A Parcel at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach of violation hereof at any later time or times.

ARTICLE III

RIGHT OF FIRST OFFER

1. **Right of First Offer.** If at any time the Developer decides to sell all or part of the Apartment Component that contains the Affordable Housing Units, it shall notify the Authority in writing thereof (the "First Offer Notice"). The First Offer Notice shall contain the terms and conditions upon which Developer intends to offer the Apartment Component for sale, including the purchase price and other material business terms. Upon receipt of the First Offer Notice, the Authority shall have sixty (60) days (the "Acceptance Period") to determine whether the terms and conditions contained therein are acceptable to the Authority and to either accept the offer to buy the Apartment Component or within the Acceptance Period negotiate an agreement with Developer for purchase of the Apartment Component upon such other terms and conditions as are acceptable to the parties. If the terms and conditions contained in the First Offer Notice are acceptable to the Authority, the Authority shall so indicate by providing written notice thereof to Developer prior to expiration of the Acceptance Period and Developer shall sell the Apartment Component to the Authority upon such terms. If the terms and conditions contained in the First Offer Notice are unacceptable to the Authority, and if Developer and the Authority are unable to reach agreement on other terms and conditions acceptable to both parties prior to expiration of the Acceptance Period, then Developer shall be free to market and sell the Apartment Component to other persons for a price not less than the highest purchase price offered by the Authority during the Acceptance Period (the "Minimum Purchase Price") and other terms not materially more favorable to the purchaser than those offered by the Authority during the Acceptance Period. Notwithstanding the forgoing, Developer may reduce the purchase price to an amount that is at least ninety percent (90%) of the Minimum Purchase Price. If, however, Developer determines to reduce the purchase price for the Apartment Component to an amount that is less than ninety percent (90%) of the Minimum Purchase Price, then Developer shall not agree to do so without first notifying the Authority thereof in writing and granting the Authority fifteen (15) days, time being of the essence, to agree to acquire the Apartment Component at such reduced purchase price and on such other material business terms as are contained in an agreement mutually acceptable to Developer and the Authority.

2. **Conversion of Apartment Component to Condominium.** Developer shall have the right, in its sole discretion, to convert the Apartment Component that contains the Affordable

Housing Units to for-sale condominium units. In the event Developer elects to convert the Apartment Component to condominium units, Developer shall deliver the First Offer Notice only with respect to the Affordable Housing Units contained in the Apartment Component, and the parties shall agree upon or negotiate for the sale of such Affordable Housing Units as condominium units in accordance with Section 1 of this Article III. The First Offer Notice shall identify with specificity the location of the thirty (30) Affordable Housing Units within the overall conversion project that are the subject of the First Offer Notice and whether the Authority shall elect to exercise its right of first offer or not, the thirty (30) Affordable Housing Units so identified shall continue to be operated as the Affordable Housing Units in compliance with the provisions of Section 2 of Article II of this Agreement for the Restrictive Covenant Term. Upon the prior written request of any purchaser of a condominium unit located in the conversion project, the City, County and Authority shall execute a release in recordable form releasing such restrictive covenants from any such condominium unit, provided that in no event shall the purchasers of any or all of the Affordable Housing Units so identified in the First Offer Notice be entitled to any such release and the Affordable Housing Units shall remain subject to the restrictive covenants set forth in this Agreement for the Restrictive Covenant Term.

3. **Limitations on Right of First Offer.** Notwithstanding anything contained in this Agreement to the contrary, if the Authority shall fail to make an offer to purchase the Apartment Component that contains the Affordable Housing Units (or the Affordable Housing Unit condominium units in the case of a conversion and sale as contemplated by Section 2 of this Article III) prior to expiration of the Acceptance Period, Developer shall be free to sell the Apartment Component, or such condominium units, as applicable, at such price and on such terms as Developer, in its sole discretion, shall deem desirable and this right of first offer shall be deemed terminated. This right of first offer shall not be binding on any successor in interest to Developer subsequent to the exercise of or failure to exercise the right of first offer. Time is of the essence with respect to all dates and notice periods in the First Offer procedure.

ARTICLE III

MISCELLANEOUS

1. **Amendment.** No amendment, modification or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

2. **Successors and Assigns.** This Agreement shall bind the parties and their successors and assigns.

3. **Waiver.** No delay or omission by any party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

4. **Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such

counterparts shall together constitute one agreement. All signatures need not be on the same counterpart.

5. Rule Against Perpetuities. It is the understanding, intent and desire of the parties that the provisions of this Agreement, including the Authority's Right of First Offer set forth herein, are not and shall not be subject to the Rule Against Perpetuities or any other rule of law with respect to remoteness of vesting of property interests, and such parties hereby covenant not to make any contrary assertion, contention, claim or counterclaim, or seek the benefit of the Rule Against Perpetuities or other such rule of law, in any action, suit or other legal proceeding involving this Agreement. In the event, however, that the Rule Against Perpetuities, or any rule of law with respect to the remoteness of vesting of property interests, shall limit the time within which any property interest granted herein must vest, then such vesting shall occur only within the period of time permitted for such vesting by the Rule Against Perpetuities or any other rule of law, which period of time the parties agree, for their mutual convenience, shall be measured as that period commencing on the date of this Agreement and terminating on the date which is twenty-one (21) years from and after the date of the death of the last survivor of the now living descendants of (i) George W. Bush, President of the United States, and (ii) Her Majesty Queen Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland. In the event that the future vesting of such property rights ever shall be so limited in time, it is the further mutual intent and desire of the parties to amend or supplement this Agreement, if and to the extent permitted by law, at some future time to cause such future property rights to be valid, enforceable and exercisable throughout the term expressed herein.

6. Assignment of Developer's Interest. Prior to the Commencement Date, Developer shall not be entitled to voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation) sell, assign or transfer its rights with respect to this Agreement or any rights, privileges or benefits hereunder without first obtaining the prior written consent of the City, which such consent shall not be unreasonably withheld or delayed. For purposes hereof, the admission of one or more additional members to the Developer that will own in the aggregate more than ten percent (10%) of Developer, or a change of ownership other than among any existing members of Developer of more than ten percent (10%) of the membership interests or other beneficial interests in Developer, or a material change in the structure of Developer, shall be deemed an assignment of Developer's right, title and interest to this Agreement and accordingly shall require the prior written consent of the City, which such consent shall not be unreasonably withheld or delayed. For purposes of this Agreement, the admission of Spectrum Investment Services, Inc. or an affiliate thereof as an additional member of Developer shall not be deemed to constitute a material change in the structure of Developer. Further, for purposes of this Agreement, Developer shall be permitted without obtaining the prior written consent of the City to assign its rights with respect to this Agreement or any rights, privileges or benefits hereunder, and any member of Developer may transfer all or any portion of its interest in Developer, to an affiliate of Massachusetts Mutual Life Insurance Company ("MassMutual"), including Cornerstone Real Estate Advisers LLC ("Cornerstone"), or an entity formed by MassMutual or an affiliate of MassMutual to invest in, among other things, apartment projects and/or entities owning apartment projects and over which MassMutual or an affiliate thereof, including Cornerstone, has, directly or indirectly, management control as the sole general partner, managing general partner, sole manager or managing member. The provisions of this

November 26, 2007

Resolution Book 41, Page 81

Section 6 shall terminate and expire and be of no further force and effect from and after the Commencement Date.

[Signatures and notary acknowledgements on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the dates set forth below:

City:

THE CITY OF CHARLOTTE, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

County:

MECKLENBURG COUNTY, a political subdivision of the State of North Carolina

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

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

County Attorney

Director of Finance

Authority:

HOUSING AUTHORITY OF THE CITY OF CHARLOTTE, N.C.

By: _____
Name: Charles Woodyard
Title: President/CEO
Date: _____

[Developer signature on following page.]

November 26, 2007

Resolution Book 41, Page 83

Developer:

BROOKLYN VILLAGE LLC, a Delaware
limited liability company

By: Cornerstone Real Estate Advisers LLC, its
sole manager

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

To Brooklyn Village Affordable Housing Agreement And Declaration of Restrictive Covenants

Being and lying in the southeastern quadrant of the municipal limits of the City of Charlotte, adjoining and north of **South McDowell Street** and adjoining and west of **East Third Street** and being further described by metes and bounds as

Beginning at a point in the westerly margin of South McDowell Street, said point being located South 50-32-46 West 31.74 feet from the intersection of the southerly right-of-way of East Third Street with the westerly margin of South McDowell Street and running thence; with the westerly margin of South McDowell Street **South 50-32-46 West 426.59 feet** to a point, the northeasterly corner of Parcel #10; thence, with the northerly line of Parcel #10, **North 19-22-38 West 883.30 feet** to a point in the line of Brooklyn Urban Renewal Area Section I; thence, with the easterly line of said Area Section I, **North 50-57-56 East 116.03 feet** to a point in the southerly margin of East Third Street; thence, with the southerly margin of East Third Street, four lines: (1) **South 43-28-14 East 22.85 feet** (2) **South 41-35-02 East 415.28 feet**, (3) **South 42-40-54 East 359.87 feet**, (4) with **the arc of a circular curve to the right having a radius of 30 feet a distance of 48.81 feet** to the point of **Beginning** and said parcel containing 236,624.44 square feet (5.432 acres).

For further reference and identification see also Map Book 13 at page 261 in the Mecklenburg County Registry and Mecklenburg County Tax Parcel ID # 125-071-25 as it is currently configured.

EXHIBIT B

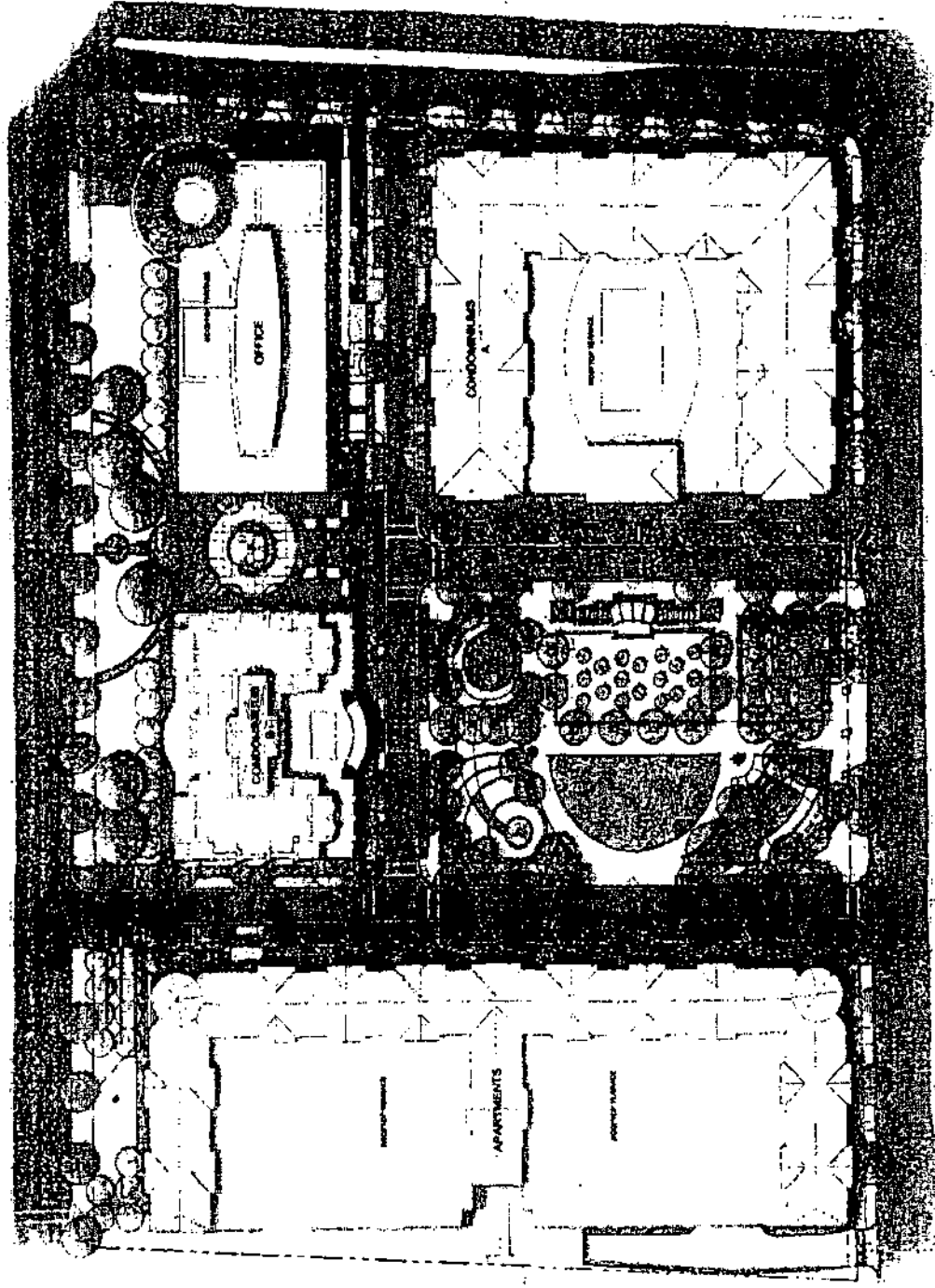
**To Brooklyn Village Affordable Housing Agreement
And
Declaration of Restrictive Covenants**

Lying and being in Mecklenburg County, North Carolina and being more particularly described as follows:

BEGINNING at an iron stake in the northerly margin of Martin Luther King Blvd. (formerly East Second Street), said point being located N. 42-39-47 W. 28.36 feet from the intersection of the westerly margin of South McDowell Street with the northerly margin of Martin Luther King Blvd. (formerly East Second Street), and runs thence with the northerly margin of Martin Luther King Blvd. (formerly East Second Street), N. 42-39-47 W. 805.05 feet to an iron stake, the southeasterly corner of Parcel No. 11; thence with the easterly line of Parcel No. 11, N. 51-02-13 E. 223.38 feet to an iron stake; thence N. 48-48-12 E. 34.97 feet to an iron stake, thence N. 50-57-56 E. 226.74 feet to an iron stake, the southwesterly corner of Parcel No. 7; thence with the southerly line of Parcel No. 7, S. 19-22-38 E. 883.30 feet to an iron stake in the westerly margin of South McDowell Street; thence with the westerly margin of South McDowell Street two lines, (1) S. 50-32-40 W. 106.82 feet to an iron stake; (2) with the arc of a circular curve to the right having a radius of 30.00 feet, a distance of 45.44 feet to the point of BEGINNING, containing 257,634.75 square feet.

Being the same property conveyed to The Charlotte-Mecklenburg Board of Education by deed recorded in Book 2988 at Page 125 in the Mecklenburg County Public Registry and referenced in that Certificate of Completion of Improvements recorded in Book 3162 at Page 479 in said Registry.

EXHIBIT C



Land



Brooklyn Village
Phase One Master Plan Illustrative
Charlotte, North Carolina



SPECTRUM PROPERTIES



Exhibit E

**To Brooklyn Village Affordable Housing Agreement
And
Declaration of Restrictive Covenants**

Drawn by and mail to:
Cynthia L. White
City Attorney's Office
600 East Fourth Street
Charlotte, NC 28202-2841

**SUPPLEMENT TO BROOKLYN VILLAGE AFFORDABLE HOUSING AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS**

This SUPPLEMENT TO BROOKLYN VILLAGE AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "Supplement") is entered into as of _____, 200_ between **THE CITY OF CHARLOTTE, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (the "City"), **THE HOUSING AUTHORITY OF THE CITY OF CHARLOTTE, N.C.**, a public body and a body corporate and politic organized under the laws of the State of North Carolina (the "Authority"), **MECKLENBURG COUNTY**, a political subdivision of the State of North Carolina (the "County") and **BROOKLYN VILLAGE LLC**, a Delaware limited liability company ("Developer").

WITNESSETH:

WHEREAS, the parties hereto have previously entered into that certain Brooklyn Village Affordable Housing Agreement and Declaration of Restrictive Covenants dated as of _____, 200_ and recorded in Book _____ at Page _____ in the Mecklenburg County Public Registry (the "Agreement"); and

WHEREAS, Section 5 of Article II of the Agreement provides that "at such time as the County conveys the Brooklyn Village Tract to Developer, the parties will enter into a supplement to this Agreement to acknowledge that the restrictive covenants set forth in this Article II shall thereupon encumber and be enforceable against only the portions of the County Property and the City Property that are located within the boundaries of the Apartment Parcel and the Condominium A Parcel and any such acknowledgement may include a legal description

of the Apartment Parcel and the Condominium A Parcel or a reference to a recorded subdivision plat of the Apartment Parcel and the Condominium A Parcel" (unless otherwise provided herein, the defined terms set forth in this Supplement shall have the meanings ascribed thereto in the Agreement); and

WHEREAS, concurrently herewith the County has conveyed the Brooklyn Village Tract to Developer and the parties wish to enter into this Supplement and record the same to acknowledge that the restrictive covenants set forth in Articles II and III of the Agreement shall encumber and be enforceable against only the portions of the County Property and the City Property that are located within the boundaries of the Apartment Parcel and the Condominium A Parcel as more particularly described herein;

NOW, THEREFORE, in consideration of the County's conveyance of the Brooklyn Village Tract to Developer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Authority, the County and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth hereinabove are incorporated by reference as if fully set forth herein.
2. **Apartment Parcel.** The Apartment Parcel is more particularly described on **Exhibit A** attached hereto and made a part hereof.
3. **Condominium A Parcel.** The Condominium A Parcel is more particularly described on **Exhibit B** attached hereto and made a part hereof.
4. **Restrictive Covenants; Release.** The parties hereto hereby subject the Apartment Parcel, as more particularly described on **Exhibit A** attached hereto, and the Condominium A Parcel, as more particularly described on **Exhibit B** attached hereto, to the terms, provisions, easements and restrictions set forth in Articles II and III of the Agreement, such that the terms, provisions, easements and restrictions set forth in Articles II and III of the Agreement shall apply to and encumber the Apartment Parcel described on **Exhibit A** attached hereto and shall apply to and encumber the Condominium A Parcel described on **Exhibit B** attached hereto and the terms, provisions, easements and restrictions set forth in Articles II and III of the Agreement shall run with the title to the Apartment Parcel and the Condominium A Parcel, subject to the terms of the Agreement. Further, the parties do hereby remise, release and forever quitclaim unto Developer, its successors and assigns, such portions of the Brooklyn Village Tract lying outside of the boundaries of the Apartment Parcel and the Condominium A Parcel such that the same shall be free of and not encumbered by the terms, provisions and restrictions contained in Articles II and III of the Agreement, TO HAVE AND TO HOLD the aforesaid released portions of the Brooklyn Village Tract unto Developer and its successors and assigns, free and discharged from the terms, provisions and restrictions contained in Articles II and III of the Agreement. Notwithstanding the above set forth release, the parties hereto acknowledge and agree that the terms, covenants and provisions not expressly released hereby shall continue and remain effective in accordance with the express terms of the Agreement, including, without limitation, the provisions of Section 2 of Article I which shall continue to apply to subdivisions of the Brooklyn Village Tract in accordance with its terms and the provisions of Section 6 of Article IV

November 26, 2007

Resolution Book 41, Page 90

which shall continue to apply to Developer, its successors and assigns, in accordance with its terms.

5. Miscellaneous. Except as specifically set forth herein, the Agreement remains unchanged and in full force and effect and the parties, by their execution of this Supplement, hereby ratify, affirm and approve the Agreement, as supplemented and amended hereby. All of the provisions of the Agreement affected by this Supplement shall be deemed amended or supplemented, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the parties hereto.

6. Counterparts. This Supplement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

[Signatures and notary acknowledgements on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the dates set forth below:

City:

THE CITY OF CHARLOTTE, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

County:

MECKLENBURG COUNTY, a political subdivision of the State of North Carolina

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

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

County Attorney

Director of Finance

Authority:

HOUSING AUTHORITY OF THE CITY OF CHARLOTTE, N.C.

By: _____
Name: Charles Woodyard
Title: President/CEO
Date: _____

[Developer signature on following page.]

November 26, 2007

Resolution Book 41, Page 92

Developer:

BROOKLYN VILLAGE LLC, a Delaware
limited liability company

By: Cornerstone Real Estate Advisers LLC, its
sole manager

By: _____

Name: _____

Title: _____

Date: _____

November 26, 2007

Resolution Book 41, Page 93

EXHIBIT A

Description of the Apartment Parcel

[To be attached]