

**CHARLOTTE CITY COUNCIL ENDORSEMENT OF COUNCIL MEMBER JAMES E. MITCHELL, JR.
FOR THE POSITION OF SECOND VICE PRESIDENT OF THE NATIONAL LEAGUE OF CITIES**

WHEREAS, James E. Mitchell, Jr. has served the citizens of the City of Charlotte, North Carolina, as a member of the Charlotte City Council since 1999 and now is serving his fifth term as the Charlotte District 2 representative; and

WHEREAS, as a member of the Charlotte City Council, he is chairman of the Restructuring Government Committee, vice chairman of the Economic Development and Planning Committee; and vice chairman of the Housing and Neighborhood Development Committee; and

WHEREAS, James E. Mitchell, Jr. has achieved the highest level in the National League of Cities Leadership Training Institute and recently was accepted into the Program for Senior Executives in State and Local Government at the Kennedy School, Harvard University; and

WHEREAS, Council Member James E. Mitchell, Jr. is active in the North Carolina League of Municipalities (NCLM), currently serving on the NCLM Board of Directors; and

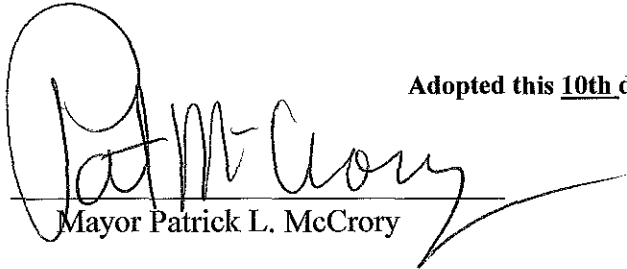
WHEREAS, Council Member Mitchell has also been an instrumental leader in the North Carolina Black Elected Municipal Officials (NCBEMO) and served as president; and

WHEREAS, Council Member Mitchell has represented his city and state in the National Black Caucus of Local Elected Officials (NBC-LEO), a prominent constituency group of the NLC, where he currently serves as president; and

WHEREAS, Council Member Mitchell has held leadership positions within the National League of Cities, including as a member of the NLC Board of Directors, as a board member, vice chairman and chairman of the NLC Institute of Youth Education and Family; member of the NLC Energy, Environment and Natural Resources Policy Committee, member of the NLC Democratic Governance Board and as a member of the NLC Advisory Council; and

WHEREAS, James E. Mitchell, Jr. has the leadership skills and knowledge necessary to be the Second Vice President of the National League of Cities;

NOW, THEREFORE, BE IT RESOLVED by the City of Charlotte, North Carolina, that the City Council enthusiastically endorses and supports the candidacy of James E. Mitchell, Jr. for the position of National League of Cities Second Vice President.


Mayor Patrick L. McCrory

Adopted this 10th day of November, 2008.

CERTIFICATION

I, Stephanie C. Kelly, Deputy 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 10th day of November, 2008, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Page 656

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 11th day of November, 2008.

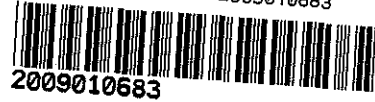




Stephanie C. Kelly, CMC, Deputy City Clerk

FOR REGISTRATION J. DAVID GRANBERRY
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2009 JAN 29 08:31:46 AM
BK: 24405 PG: 263-269 FEE: \$27.00

INSTRUMENT # 2009010683



2009010683

RESOLUTION REGARDING PROPOSED DECLARATION OF WITHDRAWAL

WHEREAS, Mr. Thomas B. Henson has submitted to the City of Charlotte a proposed Declaration of Withdrawal of Dedication regarding a residual portion of Bronwin Street as depicted on a survey attached hereto as 'Exhibits A and B'; and recorded in the Mecklenburg County Registry of Deeds Office in Map Book 46, Page 729.

WHEREAS, pursuant to G.S. 136-96, the Property owners have requested that the City adopt a resolution indicating that the dedicated described in the proposed declaration of withdrawal is not part of a street plan adopted under G.S. 136-66.2

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina that the street depicted on 'Exhibits A and B' attached hereto is not part of a street plan adopted under G.S. 136-66.2.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

CERTIFICATION

I, Stephanie C. Kelly, Deputy 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 10th day of November, 2008, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Pages (657-662).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 12th day of November, 2008.

Drawn By: City of Charlotte
Return to: City of Charlotte-Box 887

Stephanie C. Kelly L.S.
CITY OF CHARLOTTE
MECKLENBURG COUNTY
1775
NORTH CAROLINA

Stephanie C. Kelly, CMC, Deputy City Clerk

DECLARATION OF WITHDRAWAL OF DEDICATION
OF STREET AND TERMINATION OF EASEMENT

THIS DECLARATION OF WITHDRAWAL OF DEDICATION OF STREET AND TERMINATION OF EASEMENT is made this 27th day of October 2008 by and between AYRSLEY DEVELOPMENT CORP. hereinafter sometimes collectively referred to as the "Owners."

WITNESSETH:

WHEREAS, by a final plat of Town of Ayrnsley – Phase 3 Lennar Townhomes – Phase 3 Map 2, recorded in Map Book 46, Page 729 of the Mecklenburg County Public Registry (the "Plat"), B.Y. Holdings, LLC a North Carolina Limited Liability Corporation (the "Dedicator"), offered for dedication a sixty (60) foot Public Right-of-Way, Future Bronwin Street, within the boundaries of the Town of Ayrnsley Phase 3 Map 2 that runs in southeasterly direction and perpendicular to Kings Parade Blvd., such right-of-way being more particularly depicted on the surveys attached hereto as Exhibits A and B and incorporated herein by reference; and

WHEREAS, to the best knowledge and belief of the Owners, Future Bronwin Street has not actually been constructed and used by the public since it was offered for dedication more than two years prior to the date hereof, and the use of Future Bronwin Street is not necessary to afford convenient ingress or egress to any lot or parcel of land sold and conveyed by the Dedicator or to any lot or parcel of land located in Phase 3 Map 2 of Ayrnsley; and

WHEREAS, there are no adjacent landowners who contemplated use of the dedicated right-of-way; and

WHEREAS, pursuant to Section 136-96 of the North Carolina General Statutes, B.Y. Holdings, LLC desires to withdraw the dedication of the right-of-way from any public use; and

WHEREAS, B.Y. Holdings, LLC desires to terminate their respective easements and rights of way over across the right-of-way as described in Exhibit C hereto, contained herein

NOW, THEREFORE, for and in consideration of the premises, the receipt and sufficiency of which are hereby acknowledged, the Owners hereto do hereby agree as follows:

1. Pursuant to Section 136-96 of the North Carolina General Statutes, B.Y. Holdings, LLC for itself, its successors, and assigns, do hereby withdraw the dedication of Bronwin Street from any public or private use to which Bronwin Street heretofore may have been dedicated pursuant to the Plat.

IN WITNESS WHEREOF, the Owners have caused this Declaration of Withdrawal of Dedication of Bronwin Street to be executed as of the date and year first above written.

AYRSLEY DEVELOPMENT CORP:



THOMAS B. HENSON – PRESIDENT

Drawn By: City of Charlotte
Return to: City of Charlotte-Box

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, BERNADINE B. TRIPP, a Notary Public of the County and State aforesaid, certify that THOMAS B. HENSON personally appeared before me this day and acknowledged the execution of the foregoing instrument.

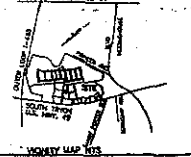
Witness my hand and official seal, this 27th day of October, 2008.

(NOTARY SEAL)

Bernadine B. Tripp
Notary Public

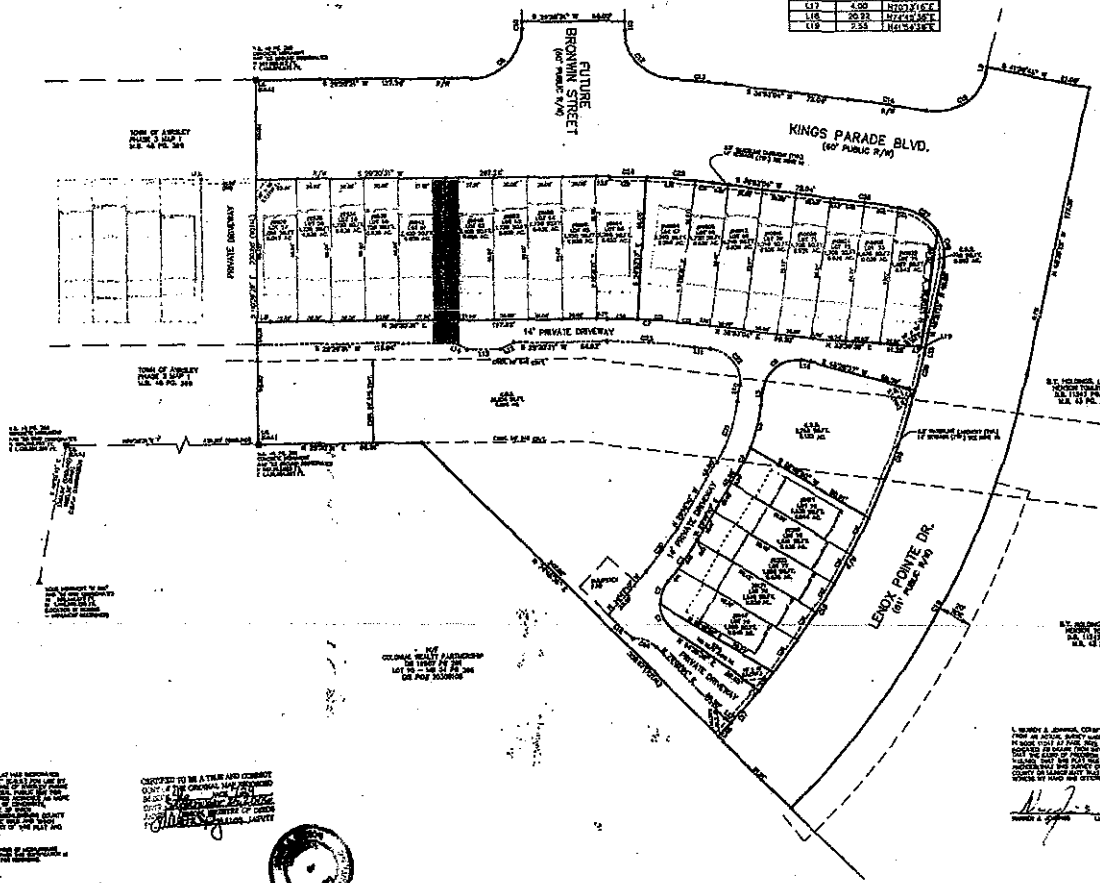
My commission expires: 4-9-2010.

Drawn By: City of Charlotte
Return to: City of Charlotte-Box



LINE	LRG TABLE	BEARING
L1	16.00	S89°17'00"E
L2	10.00	S42°21'17"W
L3	1.88	S2°32'03"E
L4	23.11	S72°21'17"W
L5	3.24	S87°02'56"E
L6	7.83	S82°52'39"E
L7	7.00	S41°47'48"W
L8	7.00	S41°47'48"W
L9	5.15	S14°52'18"E
L10	5.70	S83°08'04"W
L11	2.74	S42°21'17"W
L12	8.55	S02°31'32"W
L13	20.00	S72°21'17"W
L14	1.88	S2°32'03"E
L15	3.27	S87°02'56"E
L16	3.44	S83°03'12"E
L17	2.00	N72°23'16"E
L18	20.73	S72°21'17"W
L19	2.54	N65°54'52"E

LINE	LRG TABLE	BEARING
L1	16.00	S89°17'00"E
L2	10.00	S42°21'17"W
L3	1.88	S2°32'03"E
L4	23.11	S72°21'17"W
L5	3.24	S87°02'56"E
L6	7.83	S82°52'39"E
L7	7.00	S41°47'48"W
L8	7.00	S41°47'48"W
L9	5.15	S14°52'18"E
L10	5.70	S83°08'04"W
L11	2.74	S42°21'17"W
L12	8.55	S02°31'32"W
L13	20.00	S72°21'17"W
L14	1.88	S2°32'03"E
L15	3.27	S87°02'56"E
L16	3.44	S83°03'12"E
L17	2.00	N72°23'16"E
L18	20.73	S72°21'17"W
L19	2.54	N65°54'52"E



LINE	LRG TABLE	BEARING
L1	16.00	S89°17'00"E
L2	10.00	S42°21'17"W
L3	1.88	S2°32'03"E
L4	23.11	S72°21'17"W
L5	3.24	S87°02'56"E
L6	7.83	S82°52'39"E
L7	7.00	S41°47'48"W
L8	7.00	S41°47'48"W
L9	5.15	S14°52'18"E
L10	5.70	S83°08'04"W
L11	2.74	S42°21'17"W
L12	8.55	S02°31'32"W
L13	20.00	S72°21'17"W
L14	1.88	S2°32'03"E
L15	3.27	S87°02'56"E
L16	3.44	S83°03'12"E
L17	2.00	N72°23'16"E
L18	20.73	S72°21'17"W
L19	2.54	N65°54'52"E

StarkeC
 Starke Consulting Services Inc.
 3127 Ardsley Town Blvd, Suite 300
 Charlotte, NC 28273
 Tel. (704) 328-0900
 Fax. (704) 328-0900
 www.starkeC.com

Copyright Reserved
 This drawing is the property of Starke Consulting Services Inc. and is to be used only for the project for which it was prepared. It is not to be reproduced, copied, or otherwise used in whole or in part without the written consent of Starke Consulting Services Inc.

Notes:

1. DATE OF SURVEY AND RECORDING DATE
2. THE PLAT IS TO BE RECORDED IN MECKLENBURG COUNTY RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.
3. THE PLAT IS TO BE RECORDED IN THE CITY OF CHARLOTTE RECORDS LIBRARY BY THE CITY CLERK'S OFFICE.
4. THE PLAT IS TO BE RECORDED IN THE COUNTY OF MECKLENBURG RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.
5. THE PLAT IS TO BE RECORDED IN THE CITY OF CHARLOTTE RECORDS LIBRARY BY THE CITY CLERK'S OFFICE.
6. THE PLAT IS TO BE RECORDED IN THE COUNTY OF MECKLENBURG RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.
7. THE PLAT IS TO BE RECORDED IN THE CITY OF CHARLOTTE RECORDS LIBRARY BY THE CITY CLERK'S OFFICE.
8. THE PLAT IS TO BE RECORDED IN THE COUNTY OF MECKLENBURG RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.
9. THE PLAT IS TO BE RECORDED IN THE CITY OF CHARLOTTE RECORDS LIBRARY BY THE CITY CLERK'S OFFICE.
10. THE PLAT IS TO BE RECORDED IN THE COUNTY OF MECKLENBURG RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.
11. THE PLAT IS TO BE RECORDED IN THE CITY OF CHARLOTTE RECORDS LIBRARY BY THE CITY CLERK'S OFFICE.
12. THE PLAT IS TO BE RECORDED IN THE COUNTY OF MECKLENBURG RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.
13. THE PLAT IS TO BE RECORDED IN THE CITY OF CHARLOTTE RECORDS LIBRARY BY THE CITY CLERK'S OFFICE.
14. THE PLAT IS TO BE RECORDED IN THE COUNTY OF MECKLENBURG RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.
15. THE PLAT IS TO BE RECORDED IN THE CITY OF CHARLOTTE RECORDS LIBRARY BY THE CITY CLERK'S OFFICE.
16. THE PLAT IS TO BE RECORDED IN THE COUNTY OF MECKLENBURG RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.
17. THE PLAT IS TO BE RECORDED IN THE CITY OF CHARLOTTE RECORDS LIBRARY BY THE CITY CLERK'S OFFICE.
18. THE PLAT IS TO BE RECORDED IN THE COUNTY OF MECKLENBURG RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.
19. THE PLAT IS TO BE RECORDED IN THE CITY OF CHARLOTTE RECORDS LIBRARY BY THE CITY CLERK'S OFFICE.
20. THE PLAT IS TO BE RECORDED IN THE COUNTY OF MECKLENBURG RECORDS LIBRARY BY THE COUNTY CLERK'S OFFICE.

Final Plat of
 TOWN OF ARDSLEY - PHASE 3
 LENOX TOWNHOUSES - PHASE 3 MAP 2
 BEING 3.285 ACRES TOTAL
 CITY OF CHARLOTTE
 MECKLENBURG COUNTY
 NORTH CAROLINA

Project No. 17022307 Scale 1"=50' Date 05/22/08
 Drawing No. 1 of 1 Revision 0

Drawn By: City of Charlotte
 Return to: City of Charlotte-Box

I, Jeff Boenisch, Review Officer
 of Mecklenburg County, certify that
 the map or plat to which this certificate
 is affixed meets all statutory
 requirements for recording
 Review Officer Jeff Boenisch Date 12-23-08

V:\170303077\active\170303077-10-plsire.dwg \170303077-SP-PH3-MAP2-ABAN EX.DWG [EX-SHEET 1]
 2008-10-07 12:45PM By: admison

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS PER N.C.G.S. 47-30(n)

RIGHT OF WAY AREA TO BE ABANDONED

FUTURE BRONWIN STREET (60' PUBLIC R/W)

TOWN OF AYRSLEY RYAN TOWNHOMES PHASE 1 MAP 2 M.B. 49 PG. 917

TOWN OF AYRSLEY PHASE 3 MAP 1 M.B. 45 PG. 369

TOWN OF AYRSLEY PHASE 3 MAP 2 M.B. 46 PG. 729

KINGS PARADE BLVD. (60' PUBLIC R/W)

LENOX POINTE DR. (60' PUBLIC R/W)

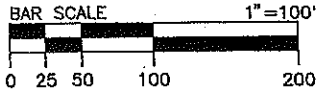
NC GRID COORDS
N 507774.8986
E 1420814.3209

SEE DETAIL "A"

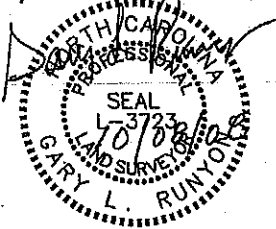
NCGS MONUMENT "M 081"
NAD '83 GRID COORDINATES
N: 509,144,877 FT.
E: 1,419,978,220 FT.
(LOCATION OF RECORD - MONUMENT DESTROYED)

N/F
COLONIAL REALTY PARTNERSHIP
DB 19907 PG 281
MB 49 PG 413
GIS PID# 20309141

CURVE TABLE				
CURVE	LENGTH	RADIUS	CH BEARING	CH DIST.
G1	47.12'	30.00'	S15°39'29"E	42.43'
C2	4.50'	392.48'	N80°24'14"W	4.50'
C3	5.45'	320.00'	N80°28'58"W	5.45'
C4	45.48'	30.00'	S78°50'43"W	41.23'

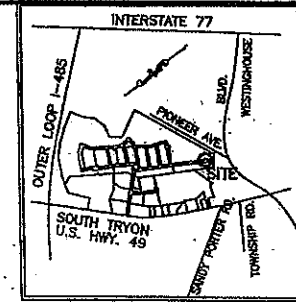
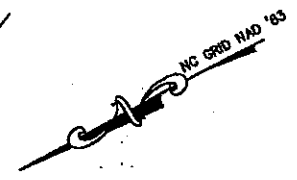


Stantec
5285 PARKWAY PLAZA BLVD., SUITE 130
CHARLOTTE, NC 28217
(704) 329-0900

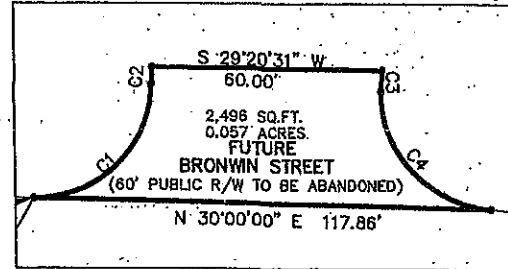


I, Gary L. Runyon, certify that this plat was prepared under my supervision and that the plat was prepared for the purpose of right of way abandonment only, and is not intended to be a boundary survey of property shown.

Gary L. Runyon
Gary L. Runyon, PLS L-3723 DATE 10/08/08



DETAIL "A" NOT TO SCALE VICINITY MAP NTS



ABANDONMENT-MAP		RDB	GLR	N/A	08.10.03
File Name		Dwn.	Chkd.	Dagn.	YY.MM.DD
Client					
B.Y. HOLDINGS, LLC 2131 AYRSLEY TOWN BLVD. SUITE 300 CHARLOTTE, N.C. 28273					
Project					
EXHIBIT OF RIGHT-OF WAY ABANDONMENT FOR BRONWIN STREET AREA=2,496 SQ.FT. 0.057 ACRES					
Project No.	Scale	Date			
170303077	1"=100'	10/08/08			
Drawing No.	Sheet	Revision			
170303077-SP-PH3-MAP2-ABAN-EX	1 of 1	0			

Drawn By: City of Charlotte
Return to: City of Charlotte-Box

I, Jeff Boenisch, Review Officer of Mecklenburg County, certify that the map or plat to which this certificate is affixed meets all statutory requirements for recording

Jeff Boenisch
Review Officer Date 12-23-08

November 10, 2008
Resolution Book 41, Page 661

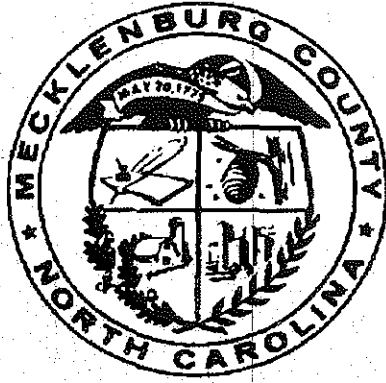
EXHIBIT B

LEGAL DESCRIPTION

Situated in the City of Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

TO FIND THE POINT AND PLACE OF BEGINNING, begin at NCGS monument "M 061", having North Carolina (NAD 83) grid coordinates of N = 609,144.877 feet and E = 1,419,978.220 feet and run thence N. 31-23-45 E. 1604.96 feet to the POINT OF BEGINNING, the same point lying in the easterly margin of the right-of-way of Kings Parade Boulevard (60 foot public right-of-way); thence from the point of beginning with the arc of a circular curve to the left, having a radius of 30.00 feet, an arc length of 47.12 feet, a chord length of 42.43 feet and a chord bearing S. 15-39-29 E. to a point; thence with the arc of a circular curve to the right, having a radius of 392.48 feet, an arc length of 4.50 feet, a chord length of 4.50 feet and a chord bearing S. 60-24-14 E. to a point; thence S. 29-20-31 W. 60.00 feet to a point; thence with the arc of a circular curve to the right, having a radius of 320.00 feet, an arc length of 5.45 feet, a chord length of 5.45 feet and a chord bearing N. 60-26-58 W. to a point; thence with the arc of a circular curve to the left, having a radius of 30.00 feet, an arc length of 45.46 feet, a chord length of 41.23 feet and a chord bearing S. 76-50-43 W. to a point; thence with the easterly margin of Kings Parade Boulevard, N. 30-00-00 E. 117.86 feet to a point, THE POINT AND PLACE OF BEGINNING, containing 0.057 acres, all as shown on the survey titled, "Exhibit of Right of Way Abandonment for Bronwin Street", dated October 8, 2008, to which survey reference is hereby made.

Drawn By: City of Charlotte
Return to: City of Charlotte-Box



J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 01/29/2009 08:31:46 AM
Book: RE 24405 **Page:** 263-269
Document No.: 2009010683
RESOL 7 PGS \$27.00
Recorder: LYVANH PHETSARATH



2009010683

RESOLUTION DECLARING AN INTENT TO ABANDON AND CLOSE a portion of 31st Street in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **First Industrial L&B** has filed a petition to close a portion of 31st Street in the City of Charlotte; and

Whereas, the portion of right-of-way to be closed lies within the Tryon Business Corridor beginning 230' from College Street intersection continuing approximately 583-foot southeastwardly to its terminus at the Southern Railway right-of-way shown on the map marked "Exhibit A" and is more particularly described by metes and bounds in a document marked "Exhibit B" both of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina.

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley; and

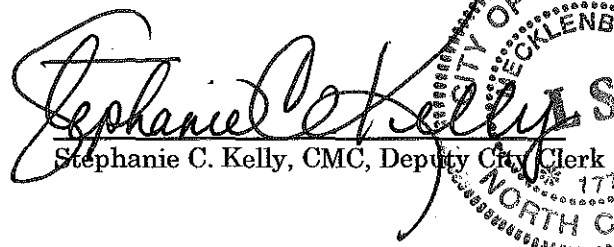
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of November 10, 2008 that it intends to close a portion of 31st Street and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 8th day of December, 2008 in CMGC meeting chamber, 600 East 4th Street Charlotte North Carolina.


The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

CERTIFICATION

I, Stephanie C. Kelly, Deputy 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 10th day of November, 2008, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Pages (663-667).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 11th day of November, 2008.


Stephanie C. Kelly, CMC, Deputy City Clerk



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PETITION

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

(name of petitioner) FIRST INDUSTRIAL L & B, LLC respectfully files this Petition and requests that (a portion or all of),

(name of street or location of alley) 31st STREET

lying (general description of location) WEST OF MATHESON AVE. AT N. COLLEGE ST.(NOT BUILT) NEAR TRYON AND MATHESON AVE. AND 30TH ST. as

shown on the map attached hereto and made a part hereof marked "Exhibit A", be closed and abandoned in accordance with the provisions of Chapter 160A, Section 299, subsection (a) of the General Statutes of North Carolina.

In support of this Petition, your petitioner respectfully alleges that:

1. (give reason for requested closing) 31st St. never built, bi-sects two (2) parcels owned by First Ind. To be developed as one project, crosses Little Sugar Creek and its floodway requiring a bridge or other costly measure to construct, ex. R/W would have to cross railroad for any connectivity, which probably will never happen. REZONING PETITION HAS BEEN FILED. A PETITION # HAS NOT BEEN ASSIGNED YET.

2. The closing of 31st Street. Street is not contrary to the public interest.

3. No individual, partnership or corporation owning property in the vicinity of 31st Street or in the subdivision in which it is located will be deprived of reasonable means of ingress and egress to his or its property by virtue of the closing.

4. The street (or portion thereof) which petitioner requests be closed and abandoned is more particularly described by interested bounds in "Exhibit B", attached hereto and made a part hereof.

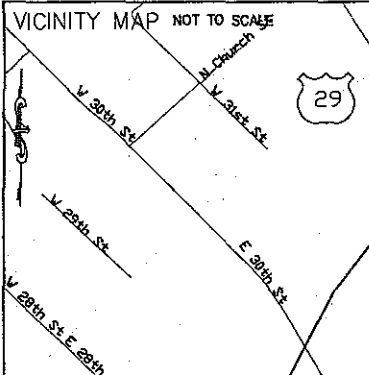
5. The street (or portion there of), requested to be closed and abandoned has not been previously accepted by the North Carolina Department of Transportation for maintenance.

Wherefore, petitioner respectfully requests the City Council of the City of Charlotte consider this Petition and set the time for public hearing upon this matter as required by law.

Respectfully submitted the 10th day of March, 2008

Pete Godley
(signature of petitioner) PETE GODLEY
First Industrial L&B, LLC

(Print Name)
Address: 2420 Bank of America Plaza
101 S. Tryon Street , Charlotte, NC 28280
Telephone Number: 704-376-9921



THIS MAP IS NOT A BOUNDARY SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

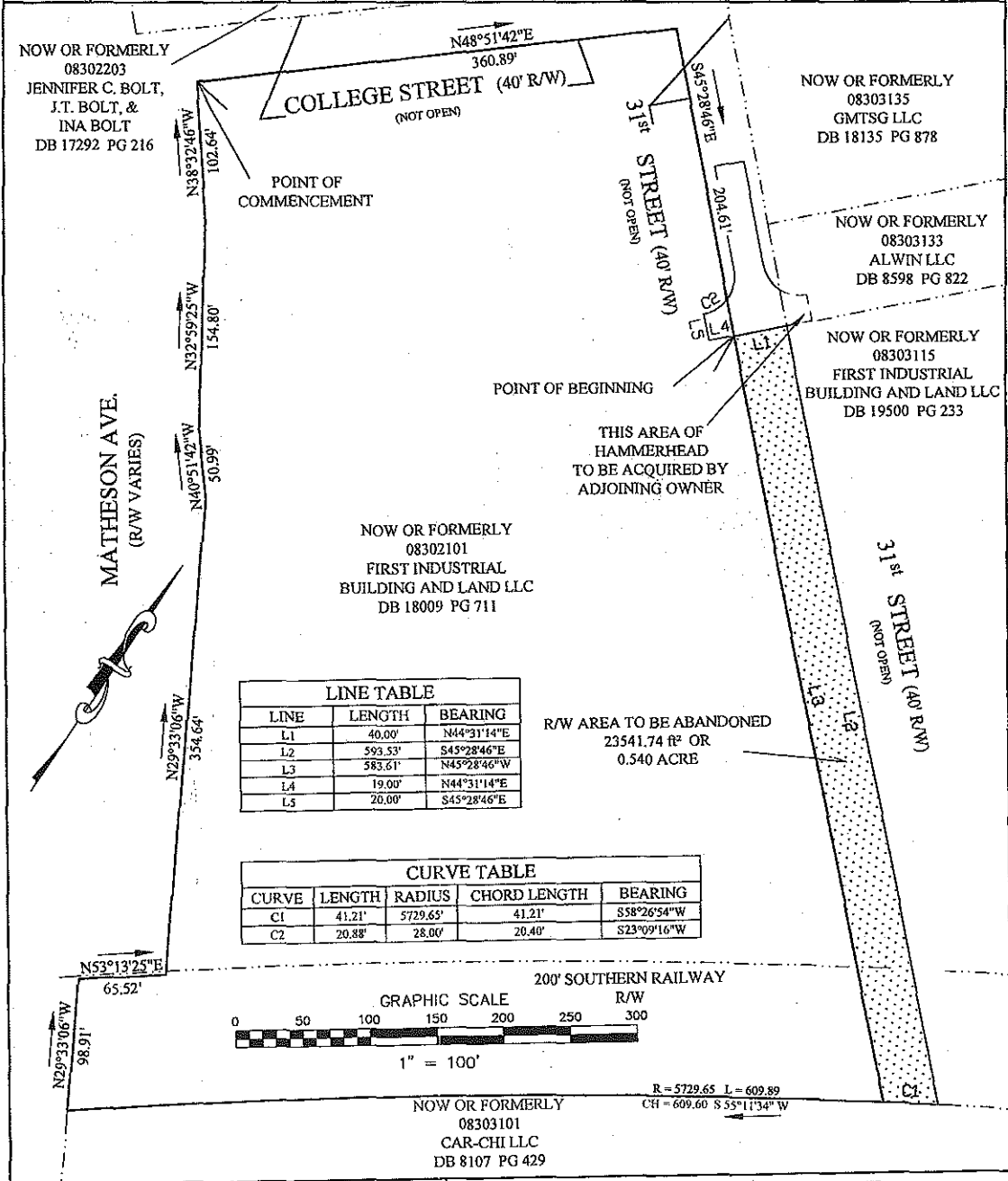
SURVEY NOTES:
 1.) NORTH ORIENTATION BASED ON D. L. PHILLIPS SURVEY BY GEOSCIENCE GROUP, DATED 11/05/2008.
 2.) ALL IMPROVEMENTS NOT SHOWN.
 3.) THIS PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THIS IS TO CERTIFY THAT ON THE 7th DAY OF JULY 2008 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA BOARD RULE 1600 (21 NCAC 59) AND THE RATIO OF PRECISION DOES NOT EXCEED AN ERROR OF CLOSURE OF ONE (1) FOOT PER 10,000 FEET OF PERIMETER, SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

SIGNATURE: *[Signature]*

- LEGEND:**
- IRON FOUND
 - ⊙ IRON SET
 - DB/PG DB/PG
 - ABANDONED RIGHT-OF-WAY
 - C1 CURVE DATA
 - L1 LINE DATA
 - ⊕ BENCHMARK

FORESITE ENGINEERING & LAND SURVEYING
 5950 Fairview Road
 Suite 100
 Charlotte, NC 28210
 (704) 553-6171
 (704) 553-8860 Fax



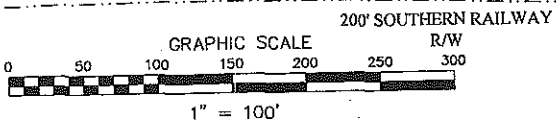
LINE TABLE

LINE	LENGTH	BEARING
L1	40.00'	N44°31'14"E
L2	593.53'	S45°28'46"E
L3	583.61'	N45°28'46"W
L4	19.00'	N44°31'14"E
L5	20.00'	S45°28'46"E

R/W AREA TO BE ABANDONED
 23541.74 ft² OR
 0.540 ACRE

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD LENGTH	BEARING
C1	41.21'	5729.65'	41.21'	S58°26'54"W
C2	20.88'	28.00'	20.40'	S23°09'16"W



NORTH CAROLINA PROFESSIONAL SEAL
 L-3591
LAND SURVEYOR
TIM E. WILLIAMS

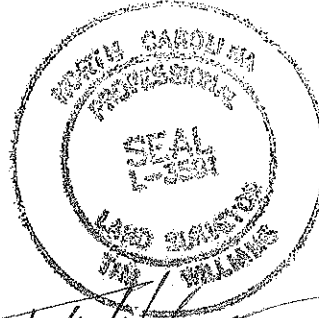
RIGHT-OF-WAY ABANDONMENT OF 31ST STREET (40' R/W) LOCATED IN CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

SURVEYED BY: FORESITE SURVEYING	DRAWING DATE: 2/17/2008
CHECKED BY: TEW	SURVEY DATE: 2/17/2008
DRAWN BY: GSD	SCALE: 1" = 100'
CREW CHIEF: PTC	FORESITE JOB NO.: 299.003FS
REVISED: 6/13/08 ADDED HAMMERHEAD CGS	SHEET OF SHEET 1 OF 1

EXHIBIT "B"

Property Description

Commencing at a point being the intersection of the easterly R/W of Matheson Ave. and the southerly R/W of College St. (unopened). Thence from said point of commencement along the southerly R/W of College Street N48-51-42E 360.89 to a point, said point being in the southwesterly R/W of 31st street (not open), thence along said R/W S45-28-46E 232.04' to the Point of Beginning. Thence from said Point of Beginning N44-31-14E 40.00 to a point, said point being in the northeasterly R/W of 31st Street (not open), thence along said R/W S45-28-46E 593.53' to a point, thence proceeding across said R/W with a non-tangent circular curve to the left having a radius of 5729.65' an arc distance of 41.21' (chord: S58-26-54W 41.21) to a point, said point being in the southwesterly R/W of 31st Street (not open), thence with said R/W N45-28-46W 583.61' to the Point of Beginning containing 23,541.74 square feet and 0.540 acres.



**RESOLUTION PASSED BY THE CITY COUNCIL
OF THE CITY OF CHARLOTTE, NORTH CAROLINA ON November 10, 2008**

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

WHEREAS, the Municipality will reimburse NCDOT for the relocation and adjustment of water and sewer lines along I-485 from I-85 to NC27, and,

WHEREAS, the Utility Department has programmed funding for said Water and Sewer Construction under Project R-2248BB; and,

WHEREAS, the Municipality proposes to enter into a Supplemental Agreement with the North Carolina Department of Transportation for said Water and Sewer Construction as described in said Agreement; and,


WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the Municipality shall reimburse the Department for actual construction costs up to \$167,662.90.

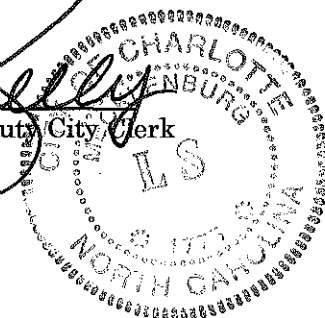
NOW, THEREFORE, BE IT RESOLVED that the Municipal Agreement between the North Carolina Department of Transportation and the City of Charlotte Department of Transportation, is hereby formally approved by the City Council of the City of Charlotte and the Director of Transportation and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the Department of Transportation.

CERTIFICATION

I, Stephanie C. Kelly, Deputy 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 10th day of November, 2008, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Page 668

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 11th day of November, 2008.


Stephanie C. Kelly, CMC, Deputy City Clerk



FOR REGISTRATION J. DAVID GRANBERRY
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2008 DEC 16 12:25:10 PM
BK:24310 PG:573-574 FEE:\$12.00
INSTRUMENT # 2008190648

2008190648

RESOLUTION TO GRANT HAWTHORNE LANE AIR RIGHTS EASEMENT BY
THE CITY COUNCIL CITY OF CHARLOTTE, NORTH CAROLINA

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

WHEREAS, the City Council has the authority to grant air right easements over public rights-of-way and it is the City's Policy to charge for such rights; and,

WHEREAS, Novant Health, Inc. has requested the granting of air rights over Hawthorne Lane to construct a pedestrian bridge connecting the proposed Medical Office Building to Presbyterian Hospital and ,

WHEREAS, the proposed pedestrian bridge is in conformance with the City's Overstreet Connections Policy and has been reviewed by Charlotte Department of Transportation, Engineering and Property Management Department, and Planning Commission staff; and,

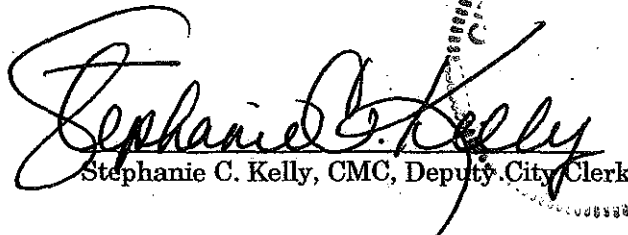
NOW, THEREFORE, BE IT RESOLVED that the Charlotte City Council approves the granting of air rights to Novant Health, Inc. for the construction of a pedestrian bridge across Hawthorne Lane and authorizes the City Manager to execute a Crosswalk Agreement and Term Air Rights Easement granting such rights.

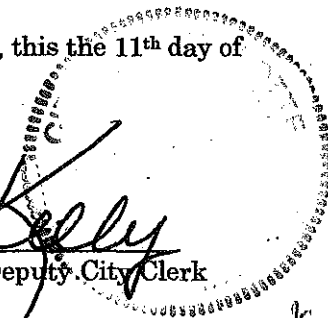
CERTIFICATION

I, Stephanie C. Kelly, Deputy 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 10th day of November, 2008, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Pages (669-709).

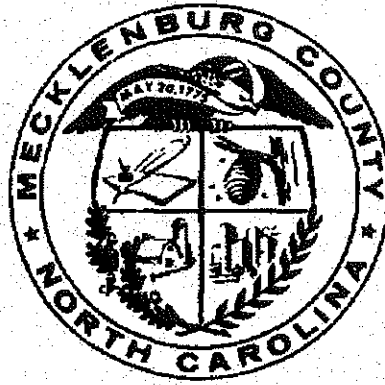
WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 11th day of November, 2008.

Drawn By: City of Charlotte
Return to: City of Charlotte-Box 227


Stephanie C. Kelly, CMC, Deputy City Clerk



ke



J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 12/16/2008 12:25:10 PM
Book: RE 24310 **Page:** 573-574
Document No.: 2008190648
RESOL 2 PGS \$12.00
Recorder: KAMIL COOPER



2008190648

FOR REGISTRATION J. DAVID GRANBERRY
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2008 DEC 16 12:26:10 PM
BK:24310 PG:593-616 FEE:\$80.00

INSTRUMENT # 2008190650



2008190650

Prepared by and return to:
Johnston, Allison & Hord, P.A. (JAP)
ROD Box 50
Charlotte, NC 28204

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CROSSWALK AGREEMENT

THIS CROSSWALK AGREEMENT (“Agreement”) is made and entered into as of this the 5th day of December, 2008, by and between THE CITY OF CHARLOTTE, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as “City”) and NOVANT HEALTH, INC., a North Carolina non-profit corporation (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, City is the owner of a certain public right-of-way known as Hawthorne Lane in the City of Charlotte, North Carolina; and

WHEREAS, Owner is the owner of land, and any improvements located thereon, abutting on the northwesterly side of Hawthorne Lane within the city block bounded by

Drawn By: City of Charlotte
Return to: City of Charlotte-Box

Hawthorne Lane, Park Drive, Elizabeth Avenue and Travis Avenue in the City of Charlotte, Mecklenburg County, North Carolina, said land being more fully described in Exhibit A-1 attached hereto and incorporated herein by reference (the "Hawthorne Tract"); and

WHEREAS, Owner is also the owner of land, and any improvements located thereon, abutting on the southeasterly side of Hawthorne Lane in the City of Charlotte, Mecklenburg County, North Carolina, said land being more fully described in Exhibit A-2 (the "Hospital Tract"); and

WHEREAS, the Hawthorne Tract and the Hospital Tract collectively, shall hereinafter be referred to as the "Property", and the Property is divided by Hawthorne Lane; and

WHEREAS, Owner desires to encroach on the rights-of-way of Hawthorne Lane which adjoins the boundaries of the Property, as more particularly described herein, for the purpose of constructing an overhead pedestrian walkway (hereinafter referred to as "Encroachment" or "Encroaching Structure") between certain improvements located or to be located on the Property; and

WHEREAS, City is expressly authorized by North Carolina General Statutes §160A-273 to grant rights for encroachment over, through, under or across its property or the right-of-way of any public street or alley that is not part of the State Highway system; and

WHEREAS, the Encroaching Structure does not appear to be detrimental to the public interest and the Encroachment does not appear to materially impair or hinder the use of any public right-of-way, and it is to the material advantage of Owner and City for City to permit said Encroachment subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, Twenty Thousand One Hundred Sixty and 02/100 Dollars (\$20,160.02), and other valuable considerations, the receipt and

Drawn By: City of Charlotte
Return to: City of Charlotte-Box

sufficiency of which are hereby acknowledged, City and Owner hereby covenant and agree as follows:

1. GRANT. City hereby agrees to grant and convey to Owner, its successors and assigns, upon the terms and conditions herein set forth, easement rights and privileges to construct and maintain the Encroachment hereinafter described, TO HAVE AND TO HOLD said rights and privileges unto Owner, its successors and assigns, for a term of years commencing on the date hereof and ending December 31, 2103, and thereafter for successive ten (10) year periods commencing January 1, 2104 unless the easements, rights, privileges and obligations created hereunder (the "Easement Rights") are sooner terminated as follows:

- (a) Owner may terminate the Easement Rights at any time.
- (b) The Easement Rights shall terminate automatically if either: (i) the Encroaching Structure is not constructed within three (3) years of the date of this Agreement; or (ii) the Encroaching Structure or either of the structures connected thereby is completely destroyed or demolished and not restored or reconstructed within three (3) years thereafter.
- (c) The City may terminate the Easement Rights as of the end of the initial term or as of the end of any ten-year renewal term by written notice to Owner at least one (1) year prior to the termination date.
- (d) The City may terminate the Easement Rights if Owner is in default of any of its obligations hereunder and such default is not cured within thirty (30) days after receipt of written notice thereof by Owner, or after such additional period of time as may be reasonably necessary to cure the default if the default is of such a nature that it cannot reasonably be cured

within said 30-day period and if Owner commences a cure within said 30-day period and thereafter proceeds diligently to completion.

In the event of termination of the Easement Rights, upon written demand by City to Owner given within thirty (30) days after the effective date of termination, Owner shall within a reasonable time and at its expense remove the Encroaching Structure from the Easement Area (as defined below).

The rights and privileges hereby granted and conveyed are appurtenant to and run with the Property and are subject to the conditions hereof.

2. GRANT AND TERMS OF ENCROACHMENT. The Encroaching Structure which may be constructed in the air rights over and above the right-of-way of the public road designated as Hawthorne Lane within the City of Charlotte shall be located as described on Exhibit B-1 and depicted on Exhibit B-2, which is attached hereto and incorporated herein by reference ("Easement Area"). If Owner elects to build, or provide for the building of, the Encroaching Structure, Owner binds and obligates itself to erect and maintain, or contractually ensure that a third-party tenant who ground leases a portion of the Property ("Ground Tenant") will erect and maintain, the Encroaching Structure in such reasonably safe and proper condition that will not interfere with or endanger travel upon Hawthorne Lane or any other City street, nor obstruct, nor interfere with the proper maintenance thereof. Owner binds and obligates itself, its successors and assigns to secure and comply with all necessary and required permits and approvals for the erection, maintenance, and modification of such Encroaching Structure. The Encroaching Structure shall be the private property of Owner, its successors and assigns to be used by Owner, and Owner's employees, agents, licensees, tenants and invitees as Owner, in its discretion, deems appropriate. Owner agrees that if, at any time, the Encroaching Structure

deteriorates or weakens so as to constitute a safety hazard, as determined by either the Owner or City, the Owner, upon learning of such deterioration, weakness or hazard, will promptly repair or replace, or contractually ensure that the Ground Tenant will promptly repair or replace, same to the extent necessary to eliminate any such safety hazard. Owner binds and obligates itself, its successors, and assigns to have an annual inspection of the Encroaching Structure, including its supports completed by a registered professional engineer. Said report shall be sealed by the professional engineer and furnished to the Director of the Charlotte Department of Transportation by March 1 of each year. The report shall be of sufficient detail to the reasonable satisfaction of City and include a description of any identified deficiencies and recommendations for corrective action. Further, the report must identify those deficiencies as being "critical" or "non-critical." Critical deficiencies are those that have the potential to adversely affect public safety. The Charlotte Department of Transportation retains the right and privilege in its sole discretion to make the final determination for classification of "critical" deficiencies. The report and any periodic monitoring schedules/reports must be submitted with a cover letter from Owner, its successors, or assigns, outlining a schedule to correct "critical" deficiencies within forty-five (45) days and construction plans/details for City's review and approval. Plans for the correction of "critical" deficiencies must be approved by City prior to the beginning of work and must include traffic control plans, as necessary. Corrective action for all deficiencies must be completed within ninety (90) days of the submittal date or as otherwise approved in writing by the Director of the Charlotte Department of Transportation. The Charlotte Department of Transportation shall be notified in writing of the completion/acceptance date for all corrective actions and be furnished copies of final inspection reports or other certifications of work performed. Any deficiency not corrected within these time limits will result in the provisions of

paragraph 1(d) of this Agreement. The Owner further agrees that the Director of the Charlotte Department of Transportation shall, at all reasonable times, have the right to inspect said Encroaching Structure for repairs in order to determine the extent, if any, that said Encroaching Structure may have deteriorated or weakened. All maintenance and operational costs associated with the Encroaching Structure shall be the responsibility of Owner and not of City.

3. RELOCATION OF UTILITIES. Should construction of the Encroaching Structure require relocation of any telephone, electric, water, sewage or other utility lines, mains or other facilities, Owner shall bear the total cost of relocation, including the relocation of City-owned facilities. The City agrees to cooperate fully with the Owner in connection with the relocation of any City-owned facilities.

4. TRAFFIC. Before beginning construction or maintenance work, Owner, its employees, agents or assigns shall obtain from the Director of the Charlotte Department of Transportation written approval (which shall not be unreasonably withheld, conditioned or delayed) of a traffic control plan detailing the traffic control devices to be used during construction or maintenance of the Encroaching Structure. This plan shall be developed in accordance with the City's Work Area Traffic Control Handbook and shall include all relevant provisions contained therein. Owner agrees that it shall be responsible for compliance with all other fees and procedures pertaining to work in a public right-of-way. Owner or Ground Tenant, or its employees, agents or assigns, further agrees to obtain written approval executed by the Charlotte Department of Transportation for any construction or maintenance activities in the public right-of-way which require the closure of any sidewalk(s), travel lane(s) or street(s), and such written approval shall contain a provision whereby Owner or Ground Tenant agrees to hold the City harmless in connection with such activities.

5. INDEMNIFICATION AND INSURANCE. Owner, on behalf of itself and its successors and assigns, agrees to indemnify and hold harmless the City, its officers and employees, from and against all damage, including injury to persons or damage to property, expenses or other liability which may result from, arise out of, or be brought by reason of the Encroachment that is the subject of this Agreement. Owner, on behalf of itself and its successors and assigns, further agrees to pay such claims or defend any lawsuits which may be brought against the City, its officers and employees, by reason of the construction, maintenance, use or existence of the Encroachment that is the subject of this Agreement in such manner that the City, its officers and employees, will suffer no liability or expense by reason of any such claims or legal actions. Owner, at its expense, shall purchase and maintain, or contractually ensure that the Ground Tenant shall purchase and maintain, for the duration of this Agreement, comprehensive general liability insurance, including coverages for collapsed and underground property damage ("C" and "U") and contractual liability assumed under this Agreement. Such policy or policies of insurance shall be for limits of not less than Seven Million Dollars (\$7,000,000) bodily injury and property damage liability, and will be subject to future review and reasonable adjustment from time to time by and at the request of the City. Certificates of insurance shall be furnished to the Charlotte Department of Transportation containing the provision that thirty (30) days written notice will be given to the City prior to cancellation or change in the required coverages. The City shall be named on the policies as an additional insured. Notwithstanding the foregoing and, as an alternative, Owner or any of its Affiliates shall have the right, to satisfy its insurance requirements under this section by self-insuring through a program of self-insurance through Novant Health, Inc., provided that, for the purposes of this Agreement, such self-insurance plan shall be treated as if such Owner had maintained the required insurance, it being the intent of the

parties that if Owner elects to self insure, then Owner shall be responsible for all risks and liabilities which would have been covered by the insurance required to be maintained hereunder, including, but not limited to the general liability insurance coverage. For purposes of the foregoing, (I) "Affiliate" shall mean and refer to, as to a specified Person, 1) any Person directly or indirectly controlling, controlled by or under common control with the specified Person; 2) any Person owning or controlling ten percent or more of the outstanding voting securities of the specified Person; 3) any officer, director or partner of the specified Person; or 4) if the specified Person is an officer, director or partner, any entity for which the specified Person acts in such capacity; and (II) "Person" shall mean and refer to an individual, a trust, an estate, a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association or another entity.

6. WARRANTIES. Owner covenants and warrants to City that it owns the Property in fee simple and that it has the right and authority to accept the rights and privileges granted and conveyed by City hereunder and to make the covenants and agreements herein contained. City covenants and warrants that the Encroachment as depicted in Exhibit C, attached hereto and incorporated herein by reference, is located within the street right-of-way or other property of City, and that City has the right and authority to convey to Owner the rights and privileges herein set forth.

7. BINDING AGREEMENT. This Agreement, and the covenants, terms and conditions herein set forth, shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement may be modified from time to time by written instrument duly recorded in the Office of the Register of Deeds, Mecklenburg County, North

Carolina, duly executed and acknowledged by City and Owner, their respective successors and assigns, without the joinder of any other person.

If Owner should sell or otherwise transfer title to its interest in the Property, Owner shall notify the Charlotte Department of Transportation of the transfer and provide such evidence that its successor or assign has obtained the insurance required under the provisions of this Agreement, has otherwise agreed to assume the liabilities and obligations set forth herein, and has the financial means to meet such obligations. Upon the giving of such notice and the proof of such insurance, assumption and financial means, Owner shall be relieved of all liabilities and obligations arising under this Agreement by reason of any act or omission occurring after the giving of such notice and the proof of such insurance, assumption and financial means.

Should a portion of the Property be sold, conveyed or otherwise transferred such that the improvements connected by the Encroachment shall have separate ownership, the rights and obligations of Owner hereunder may be divided and/or assigned to one or more of such separate owners as they may agree in a writing duly recorded in the Mecklenburg County Public Registry. In the absence of such a writing, the easements created herein shall run with the land for the benefit of, and the obligations and rights of Owner hereunder shall be the rights and obligations of, the owner of the improvements located on each parcel as tenants in common.

8. NOTICES. City agrees not to file a notice of termination of this Agreement until the passage of thirty (30) days after it has given written notice to Owner by certified mail, return receipt requested, of its intent to file such notice and such notice and any other notices provided for under the terms hereof shall be provided by mailing such notice to the parties at the following addresses:

If to Owner: Novant Health, Inc.
 P.O. Box 33549 (28233)

Drawn By: City of Charlotte
Return to: City of Charlotte-Box

200 Hawthorne Lane
Charlotte, North Carolina 28204
Attention: Mr. Steven Burke

With a Copy to: Novant Health, Inc.
Attention: Ms. Betsy J. Walsh
Vice President and Deputy General Counsel
P.O. Box 33549 (28233)
200 Hawthorne Lane
Charlotte, North Carolina 28204

And: Novant Health, Inc.
Legal Department
Attention: C. Edward Teague, III
2085 Frontis Plaza Blvd.
Winston-Salem, North Carolina 27103

And: Johnston, Allison & Hord, P.A.
Attention: James W. Allison
P.O. Box 36469
1065 East Morehead Street
Charlotte, North Carolina 28204

If to City: City of Charlotte
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, North Carolina 28202-2841
Attention: Director of the Charlotte Department
of Transportation

The parties hereto may change the address to which notices are to be sent or the persons to receive any such notices upon providing written notice thereof to the other party in accordance with the provisions of this paragraph.

9. MAINTENANCE OF ENCROACHMENT. If Owner elects to construct the Encroaching Structure, Owner, for itself and its successors and assigns, agrees to construct and maintain, or contractually ensure that the Ground Tenant will construct and maintain, said Encroachment in a reasonably safe and proper condition, including aesthetic appearance, such that said Encroachment shall not interfere with or endanger travel upon said right-of-way, nor

obstruct, nor interfere with the proper maintenance thereof, and Owner shall have the right, from time to time, to remove, repair or alter said Encroachment at its own cost and expense provided that the conditions of this Agreement are and remain satisfied.

Signatures Appear on Following Pages

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
by duly authorized officers and sealed as of the day and year first above written.

CITY OF CHARLOTTE

ATTEST:

By: *Stephanie Kelly*
City Clerk

[SEAL]

By: *James Schumacher*
Name: JAMES SCHUMACHER
Title: City Manager

APPROVED AS TO INSURANCE:

[Signature]
Division of Insurance and Risk Management

NOVANT HEALTH, INC.

By: *[Signature]*
Name: STEVEN C. BURKE
Title: VICE PRESIDENT

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

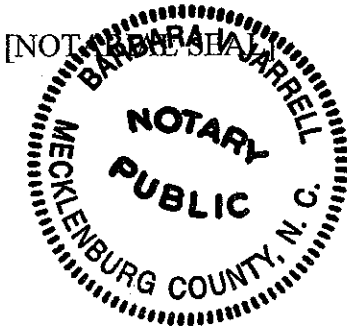
This 5th day of December, 2008, personally came before me Stephanie C. Kelly, ~~a Notary Public for the aforesaid County and State,~~ who being by me duly sworn says that (s)he knows the common seal of THE CITY OF CHARLOTTE, is acquainted with James Schumacher, who is ^{Asst.} City Manager, that (s)he, the said _____ is City Clerk of the said municipal corporation, and that (s)he saw the said City Manager sign the foregoing instrument and that (s)he, the City Clerk, as aforesaid, affixed said seal to said instrument; and that (s) he, the said _____, City Clerk, signed her/his name in attestation of said instrument in the presence of said City Manager of said municipal corporation.

Witness my hand and notarial seal, the day and year first above written.

My Commission Expires:

April 29, 2012

Barbara V. Jarrell
Notary Public
Print Name: Barbara V. Jarrell



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Steven C. Burke ("Signatory") personally came before me this day and acknowledged that (s)he is Vice President of Novant Health, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the said non-profit corporation, the foregoing instrument was signed by him(her) on behalf of the said non-profit corporation.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

(I have personal knowledge of the identity of the Signatory); or
 (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

a driver's license or
 in the form of _____); or
 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 12th day of December, 2008.

Janice D. Linker

Notary Public

Print: Name: JANICE D. LINKER

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 5-28-2013

[NOTARY SEAL]

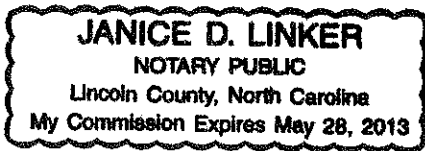


EXHIBIT A-1

LEGAL DESCRIPTION OF HAWTHORNE TRACT

BEING all that parcel or tract of land located in Charlotte, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at a PK nail set at the intersection of the southwesterly right of way margin of East Fifth St. (70 foot public R/W) and the northwesterly right of way margin of Hawthorne Ln. (70 foot public R/W); and continuing with the northwesterly right of way margin of Hawthorne Ln. the following two courses and distances: (1) South 45-02-26 West 473.00 feet to an iron pipe set; and (2) North 89-49-18 West 35.46 feet to a RR spike found at the intersection of the southwesterly right of way margin of Hawthorne Ln. and the northeasterly right of way margin of Elizabeth Ave. (70 foot public R/W); thence along the northeasterly right of way margin of Elizabeth Ave. North 44-59-53 West 125.38 feet to a reading under asphalt located at the southerly corner of the property of Gary J. Anderson (now or formerly) as described in deed recorded at Book 9140, Page 383, Mecklenburg County Public Registry; thence with the southeasterly line of the Anderson property the following three courses and distances: (1) North 45-02-35 East 120.00 feet to a reading under asphalt; (2) North 45-07-25 West 5.00 feet to a reading under asphalt; and (3) North 45-03-16 East 78.00 feet to a point (passing an iron pipe found at 73.00 feet); thence with the northeasterly line of the Anderson property and the properties of Craver Realty Corporation (now or formerly) as described in deed recorded in Book 1570, Page 283 and Literal Realty Corporation (now or formerly) as described in deed recorded at Book 1498, Page 215, both in aforesaid registry, North 45-08-50 West 234.95 feet to an iron pipe found on the southeasterly right of way margin of Travis Ave. (50 foot public R/W); thence along the southeasterly right of way margin of Travis Ave. the following two courses and distances: (1) North 45-11-06 East 137.63 feet to an iron pipe found; and (2) North 44-58-15 East 177.10 feet to an iron pipe found at the intersection of the southeasterly right of way margin on Travis Ave. and the southwesterly right of way margin of East Fifth St.; thence along the southwesterly right of way margin of East Fifth St. the following two courses and distances: (1) South 42-55-36 East 187.90 feet to an iron pin found; and (2) South 42-55-36 East 202.66 feet to the POINT AND PLACE OF BEGINNING, containing 3.4382 acres, more or less, as shown on survey prepared by Andrew G. Zoutewelle, L-3098, dated July 12, 2001.

Being the same property conveyed to Novant Health, Inc. by deed of Providence Road Land Partners, LLC recorded August 17, 2005 in Book 19201 at Page 155 of the Mecklenburg County Public Registry.

EXHIBIT A-2

LEGAL DESCRIPTION OF HOSPITAL TRACT

All that certain Parcel situate, lying and being in the City of Charlotte, Mecklenburg County, North Carolina and more particularly described as follows:

Being the block bounded by East Fourth Street, Hawthorne Lane, East Fifth Street and Caswell Avenue and being described as follows:

BEGINNING at the east corner formed by the intersection of East Fourth Street with Hawthorne Lane and runs thence with the margin of Hawthorne Lane N 46-05-59 E 866.43 feet to a point in the margin of Hawthorne Lane; thence N 86-40-03 E 12.75 feet to a point in the southwesterly margin of East Fifth Street; thence with said margin of East Fifth Street S 41-44-46 E 1163.28 feet to a point; thence with the arc of a curve to the right in a southerly direction having a radius of 30.00 feet, an arc distance of 57.81 feet to a point on the northwesterly margin of Caswell Road; thence with said margin of Caswell Road in ten courses as follows: (1) S 68-39-58 W 144.48 feet to a point; (2) S 73-54 W 63.15 feet to a point; (3) with the arc of a curve to the right with a radius of 65.68 feet, an arc distance of 15.18 feet; (4) with the arc of a curve to the right with radius of 668.79 feet, an arc distance of 149.79 feet; (5) N 80-01-12 W 87.72 feet to a point; (6) N 79-52-25 W 133.88 feet to a point; (7) N. 85-07-06 W 62.45 feet to a point (8) S 74-46-28 W 50.00 feet to a point; (9) S 59-49-55 W 50.00 feet to a point; and (10) S 54-44-55 W 154.67 feet to a point in the northwesterly margin of Caswell Road; thence with the arc of a curve to the right in a westerly direction having a radius of 30.00 feet, an arc distance of 40.58 feet to a point in the northeasterly margin of East Fourth Street; thence with said margin of East Fourth Street N 47-44-43 W 682.38 feet to the BEGINNING.

Being a portion of the same property conveyed to Presbyterian Health Services by Deed of The Presbyterian Hospital recorded October 31, 1990 in Book 6384 at Page 38 of the Mecklenburg County Public Registry.

EXHIBIT B-1

DESCRIPTION OF LOCATION OF ENCROACHING STRUCTURE

[SEE ATTACHED PAGE]

Legal Description

BEING all that certain tract or parcel of land for the purpose of an elevated pedestrian bridge over the traffic lanes and right-of-way of Hawthorne Lane being located within the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point located in the northwesterly right-of-way margin of Hawthorne Lane, said right-of-way being approximately 70-feet in width, said point being located North 45-02-26 East 249.11 feet from an existing iron pipe located at the intersection of the northwesterly right-of-way margin of the said Hawthorne Lane with the northeasterly intersection tangent line of the right-of-way of Elizabeth Avenue, said beginning point being also located South 45-02-26 West 223.89 feet from a new iron pin located at the intersection of the northwesterly right-of-way margin of the said Hawthorne Lane with the southwesterly right-of-way margin of East 5th Street, and running thence from said POINT AND PLACE OF BEGINNING along the northwesterly right-of-way margin of the said Hawthorne Lane North 45-02-26 East 16.00 feet to a point; thence crossing the said Hawthorne Lane South 44-55-08 East 69.37 feet to a point; thence along the southeasterly right-of-way margin of the said Hawthorne Lane South 45-03-09 West 16.00 feet to a point; thence crossing the said Hawthorne Lane North 44-55-08 West 69.36 feet to the point and place of BEGINNING, containing 1,109 square feet as shown on a survey prepared by Andrew G. Zoutewelle dated July 16, 2008.

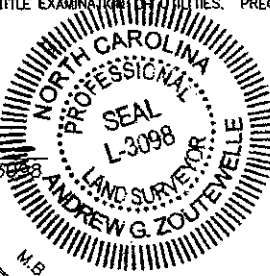
Drawn By: City of Charlotte
Return to: City of Charlotte-Box

EXHIBIT B-2

PLAT OF LOCATION OF ENCROACHING STRUCTURE

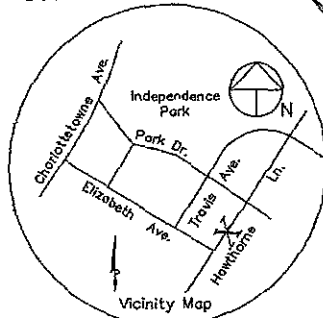
[SEE ATTACHED PAGE]

THIS SURVEY IS CERTIFIED TO ONLY THE PERSONS OR ENTITIES SHOWN IN THE TITLE BLOCK BELOW. THIS IS TO CERTIFY THAT THIS SURVEY IS BASED UPON MY BEST KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY DOES NOT REFLECT A COMPLETE TITLE EXAMINATION OR UTILITIES. PRECISION IS GREATER THAN 1:10,000.



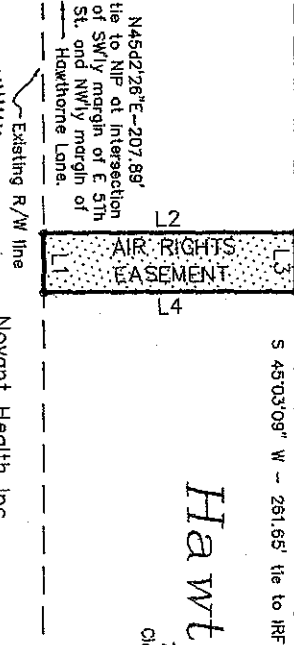
A.G.Z.
Andrew G. Zoutewelle, PLS L-3098

7-22-08
Date



M.B. 230-110,111 (1911)
deflection left 0°52'27" from Map
north to N.C. Grid north

Novant Health Inc.
Deed Book 19201 Pg. 155
Tax I.D. 08019701



Novant Health, Inc.
"Presbyterian Hospital"
Deed Book 6384 Pg. 38
Tax I.D. 12703801
Zoning: O-2

General Notes

- 1.) This easement map does not represent a current field survey. Irons shown were located February 26, 2008, by this firm, A.G. Zoutewelle, P.A.
- 2.) No utilities or physical improvements were located for this map.
- 3.) This survey does not reflect a complete title examination which may show additional easements and other matters of title.
- 4.) The total area of the Air Rights Easement is 1,109 square feet, by coordinates.

LINE TABLE		
LINES	BEARING	DISTANCE
L1	N 45°02'26" E	16.00'
L2	S 44°55'08" E	69.37'
L3	S 45°03'09" W	16.00'
L4	N 44°55'08" W	69.36'

LEGEND

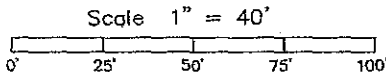
- ch. chord
- L,R curve length & radius
- s.f. square feet (by coordinates)
- IPIN iron survey stake
- conc. concrete
- a/c air conditioner
- MB, DB record map and deed references
- IPF/IRF iron pipe/pin found
- IRS iron pipe set

Tax I.D. 08019708

Elizabeth Avenue

70' Public R/W per M.B. 127 Pg. 47
CLASS III MAJOR THOROUGHFARE

A.G. ZOUTEWELLE
SURVEYORS
1418 East Fifth St. Charlotte, NC 28204



Z:\2008QUY[hawth-airrights]-QN

Copyright 2008

Air Rights Easement Survey
PROPERTY ON HAWTHORNE LANE
CHARLOTTE, MECKLENBURG COUNTY, N.C.
for NOVANT HEALTH, INC.
"PRESBYTERIAN HOSPITAL"
Scale 1" = 40' July 16, 2008
ANDREW G. ZOUTEWELLE, L-3098
Telephone 704-372-9444 Fax 704-372-9555

Hawthorne Lane
70' Public R/W per M.B. 127-47
Class III Major Arterial Thoroughfare

I, **Linda B. Poissant, Review Officer**
Of Mecklenburg County, certify that the
map or plat to which this certificate is
affixed meets all statutory requirements

Linda B. Poissant
for Recording
Date *12/8/08*

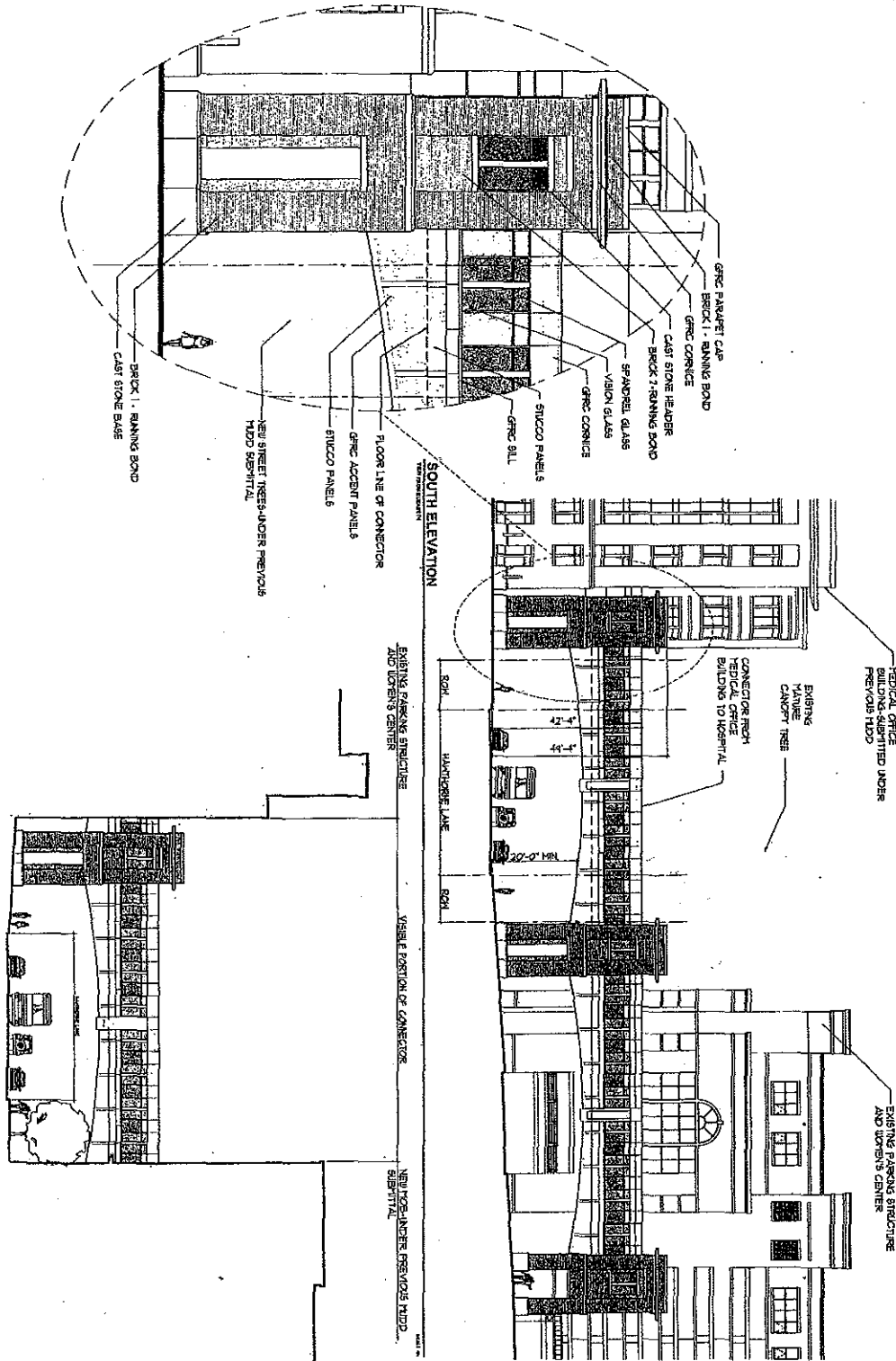
Drawn By: City of Charlotte
Return to: City of Charlotte-Box

EXHIBIT C

**PLANS AND SPECIFICATIONS FOR
ENCROACHING STRUCTURE**

[SEE ATTACHED PAGES]

Presbyterian HEALTHCARE
 Presbyterian Hospital - Hawthorne Connector
 Charlotte, North Carolina



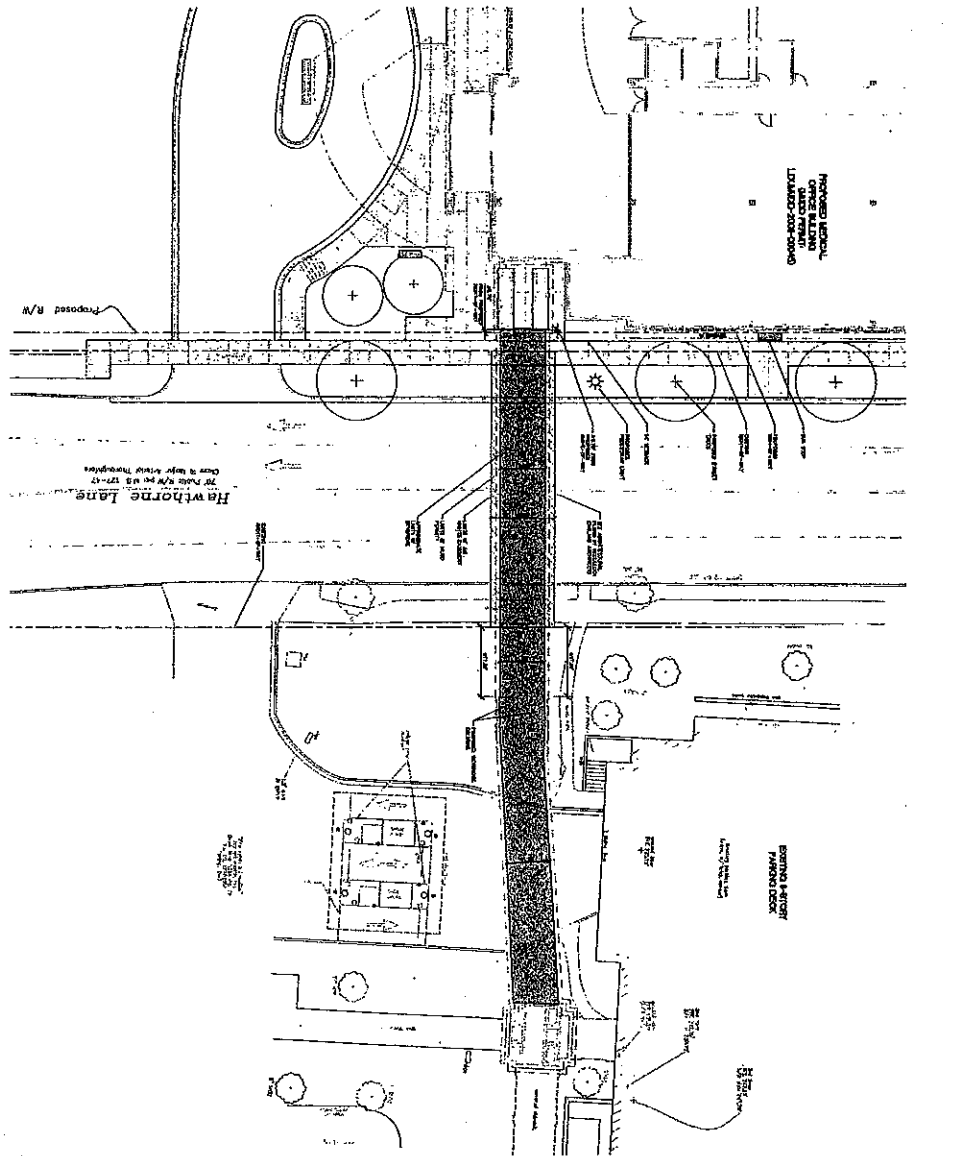
I, Linda B. Poissant, Review Officer
 Of Mecklenburg County, certify that the
 map or plat to which this certificate is
 affixed meets all statutory requirements

Linda B. Poissant
 Review Officer

12/8/08
 Date

Drawn By: City of Charlotte
 Return to: City of Charlotte-Box

MCINTOSH
 BROWN
 AND
 ASSOCIATES
 ARCHITECTS



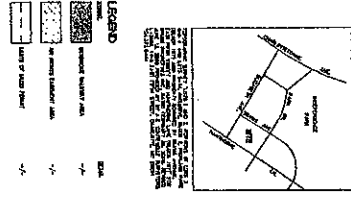
1. THE CITY OF CHARLOTTE, NORTH CAROLINA, HAS REVIEWED THIS SITE PLAN AND FINDS THAT IT CONFORMS TO THE ZONING AND SUBDIVISION MAPS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND THAT THE SAME MEET THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 20A, ARTICLE 1, SECTION 20A-102 OF THE NORTH CAROLINA STATUTES.

2. THE CITY OF CHARLOTTE, NORTH CAROLINA, HAS REVIEWED THIS SITE PLAN AND FINDS THAT IT CONFORMS TO THE ZONING AND SUBDIVISION MAPS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND THAT THE SAME MEET THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 20A, ARTICLE 1, SECTION 20A-102 OF THE NORTH CAROLINA STATUTES.

3. THE CITY OF CHARLOTTE, NORTH CAROLINA, HAS REVIEWED THIS SITE PLAN AND FINDS THAT IT CONFORMS TO THE ZONING AND SUBDIVISION MAPS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND THAT THE SAME MEET THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 20A, ARTICLE 1, SECTION 20A-102 OF THE NORTH CAROLINA STATUTES.

4. THE CITY OF CHARLOTTE, NORTH CAROLINA, HAS REVIEWED THIS SITE PLAN AND FINDS THAT IT CONFORMS TO THE ZONING AND SUBDIVISION MAPS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND THAT THE SAME MEET THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 20A, ARTICLE 1, SECTION 20A-102 OF THE NORTH CAROLINA STATUTES.

- STATION AND MATERIALS PLAN NOTES**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 11. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 12. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 13. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 14. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 15. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 16. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 17. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 18. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 19. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 21. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 22. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 23. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 24. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 25. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 26. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 27. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 28. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 29. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 30. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



ZONING CODE SUMMARY

Zone: M-1 (Medium Density Residential)

Permitted Uses: Single-Family Detached, Single-Family Attached, Two-Family Detached, Two-Family Attached, Three-Family Detached, Three-Family Attached, Four-Family Detached, Four-Family Attached, Five-Family Detached, Five-Family Attached, Six-Family Detached, Six-Family Attached, Seven-Family Detached, Seven-Family Attached, Eight-Family Detached, Eight-Family Attached, Nine-Family Detached, Nine-Family Attached, Ten-Family Detached, Ten-Family Attached, Eleven-Family Detached, Eleven-Family Attached, Twelve-Family Detached, Twelve-Family Attached, Thirteen-Family Detached, Thirteen-Family Attached, Fourteen-Family Detached, Fourteen-Family Attached, Fifteen-Family Detached, Fifteen-Family Attached, Sixteen-Family Detached, Sixteen-Family Attached, Seventeen-Family Detached, Seventeen-Family Attached, Eighteen-Family Detached, Eighteen-Family Attached, Nineteen-Family Detached, Nineteen-Family Attached, Twenty-Family Detached, Twenty-Family Attached.

SB1.0

DATE: 11/10/08

REVIEWER: Linda B. Poissant

IN PROGRESS

REVIEWER: Linda B. Poissant

SKYBRIDGE SITE PLAN

REVIEWER: Linda B. Poissant

HAWTHORNE LANE PARKING DECK, CONDOS, & M.O.B.

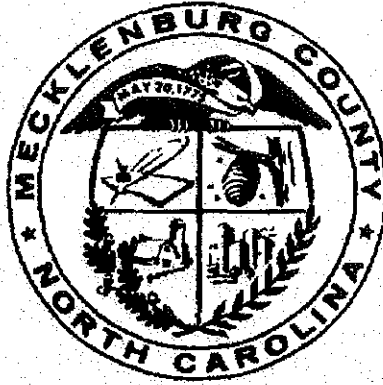
REVIEWER: Linda B. Poissant

I, Linda B. Poissant, Review Officer
 Of Mecklenburg County, certify that the
 map or plat to which this certificate is
 affixed meets all statutory requirements

Linda B. Poissant
 Review Officer

12/8/08
 Date

Drawn By: City of Charlotte
 Return to: City of Charlotte-Box



J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

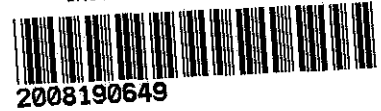
Filed For Registration: 12/16/2008 12:26:10 PM
Book: RE 24310 Page: 593-616
Document No.: 2008190650
AGMT 24 PGS \$80.00
Recorder: KAMIL COOPER



2008190650

FOR REGISTRATION J. DAVID GRANBERRY
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2008 DEC 16 12:26:10 PM
BK:24310 PG:575-592 FEE:\$62.00

INSTRUMENT # 2008190649



Prepared by and return to:
Johnston, Allison & Hord, P.A. (JAP)
ROD Box No. 50
Charlotte, North Carolina 28204

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

TEMPORARY CONSTRUCTION AND
TERM AIR RIGHTS EASEMENT

THIS EASEMENT, given this 5th day of December, 2008 by THE
CITY OF CHARLOTTE, a municipal corporation organized and existing under the laws of the
State of North Carolina (hereinafter referred to as "City") to NOVANT HEALTH, INC., a North
Carolina non-profit corporation (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, City is the owner of a certain public right-of-way known as Hawthorne Lane
in the City of Charlotte, North Carolina; and

WHEREAS, Owner is the owner of land, and any improvements located thereon,
abutting on the northwesterly side of Hawthorne Lane in the City of Charlotte, Mecklenburg
County, North Carolina, within the city block bounded by Hawthorne Lane, Park Drive,

Drawn By: City of Charlotte
Return to: City of Charlotte-Box 227

Elizabeth Avenue and Travis Avenue said land being more fully described in Exhibit A-1 attached hereto and incorporated herein by reference (the "Hawthorne Tract"); and

WHEREAS, Owner is also the owner of land, and any improvements located thereon, abutting on the southeasterly side of Hawthorne Lane in the City of Charlotte, Mecklenburg County, North Carolina, said land being more fully described in Exhibit A-2 attached hereto and incorporated herein by reference (the "Hospital Tract") (the Hawthorne Tract and the Hospital Tract being hereinafter collectively referred to as the "Property", said Property being divided by Hawthorne Lane); and

WHEREAS, Owner and City have entered into an agreement (the "Crosswalk Agreement") whereby City has approved the construction of the Encroachment, as defined therein, and has agreed to grant to Owner an easement for the construction, use and maintenance of said Encroachment over Hawthorne Lane.

NOW, THEREFORE, in consideration of the premises, Twenty Thousand One Hundred Sixty and 02/100 Dollars (\$20,160.02) paid by Owner to City, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City does hereby grant and convey unto Owner, its respective successors, designees, mortgagees and assigns, those easements described in Exhibit B-1 and depicted in Exhibit B-2 attached hereto and by this reference made a part hereof, for (i) construction of a crosswalk over Hawthorne Lane in the City of Charlotte as depicted in Exhibit C; and (ii) maintenance and use of the crosswalk as constructed, all in accordance with the requirements of the Crosswalk Agreement.

TO HAVE AND TO HOLD, unto the Owner and its successors, designees, mortgagees and assigns, until the 31st day of December, 2103, and thereafter, unless sooner terminated by City or by Owner or its successors, designees, mortgagees and assigns, pursuant to the terms of

Drawn By: City of Charlotte
Return to: City of Charlotte-Box

the Crosswalk Agreement, for successive ten (10) year periods commencing January 1, 2104, unless sooner terminated pursuant to the terms of the Crosswalk Agreement; subject, however, to all the terms and conditions of the Crosswalk Agreement.

The easement granted in this instrument shall be appurtenant to and run with the Property. Said easement shall inure to the benefit of Owner, its respective designees, mortgagees, successors and assigns (including but not limited to ground lease tenants of all or a portion of the Property). City agrees that Owner may, by separate recorded instrument, redefine the property to which the easement granted herein shall be appurtenant without terminating or otherwise affecting the easement granted herein.

By execution hereof, the City consents to the transfer or encumbrance by Owner of all or a portion of its interest in the easement granted herein, provided, however, that the transferee or subsequent owner by foreclosure, deed in lieu of foreclosure or otherwise shall be bound by the terms of the Crosswalk Agreement from and after the date of acquisition of the property encumbered to the extent such obligations are within the reasonable control of the party acquiring such property. The provisions of this paragraph will apply for any and all deeds of trust now existing or hereafter given by Owner, its successors or assigns against its properties to which the easement granted herein is appurtenant.

Owner, on behalf of itself and its successors and assigns, agrees to indemnify and hold harmless City, its officers and employees, from and against all damage, including injury to persons or damage to property, expenses or other liability which may result from, arise out of, or be brought by any reason of the Encroachment that is the subject of this easement. Owner, on behalf of itself and its successors and assigns, further agrees to pay such claims or defend any lawsuits which may be brought against the City, its officers and employees, by reason of the

construction, maintenance, use or existence of the Encroachment that is the subject of this easement in such manner that City, its officers and employees, will suffer no liability or expense by reason of any such claims or legal actions. Owner, at its expense, shall purchase and maintain, or contractually ensure that a third-party shall purchase and maintain, for the duration of this easement, comprehensive general liability insurance, including coverages for collapsed and underground property damage ("C" and "U") and contractual liability assumed under this easement. Such policy or policies of insurance shall be for limits of not less than Seven Million Dollars (\$7,000,000) bodily injury and property damage liability, and will be subject to future review and reasonable adjustment from time to time by and at the request of City. Certificates of Insurance shall be furnished to the Charlotte Department of Transportation containing a provision that thirty (30) days written notice will be given to City prior to cancellation or change in the required coverages. City shall be named on the policies as an additional insured.

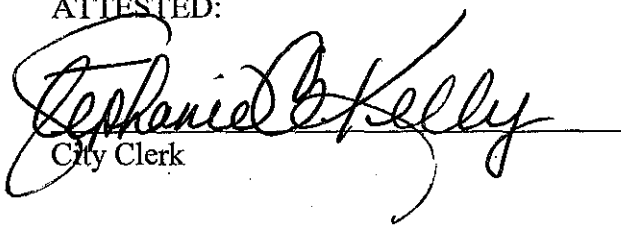
Notwithstanding the foregoing and, as an alternative, Owner or any of its Affiliates shall have the right, to satisfy its insurance requirements under this section by self-insuring through a program of self-insurance through Novant Health, Inc., provided that, for the purposes of this instrument, such self-insurance plan shall be treated as if such Owner had maintained the required insurance, it being the intent of the parties that if Owner elects to self insure, then Owner shall be responsible for all risks and liabilities which would have been covered by the insurance required to be maintained hereunder, including, but not limited to the general liability insurance coverage. For purposes of the foregoing, (I) "Affiliate" shall mean and refer to, as to a specified Person, 1) any Person directly or indirectly controlling, controlled by or under common control with the specified Person; 2) any Person owning or controlling ten percent or more of the outstanding voting securities of the specified Person; 3) any officer, director or partner of the

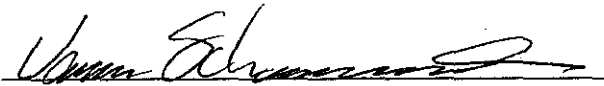
specified Person; or 4) if the specified Person is an officer, director or partner, any entity for which the specified Person acts in such capacity; and (II) "Person" shall mean and refer to an individual, a trust, an estate, a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association or another entity.

IN WITNESS WHEREOF, City has caused this instrument to be signed in its corporate name and by its duly authorized officials and its seal to be affixed by authority of the City Council, the day and year first above written.

CITY OF CHARLOTTE

ATTESTED:


City Clerk

By: 
Asst. City Manager

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 5th day of December, 2008, personally came before me Stephanie C. Kelly, ~~a Notary Public for said County and State,~~ who being by me duly sworn is acquainted with James Schumacher who is ^{Asst} City Manager and that (s) he, the said City Clerk of the said municipal corporation, saw the said City Manager sign the foregoing instrument and that (s)he, the City Clerk, as aforesaid, affixed said seal to said instrument; and that (s)he, the said Stephanie C. Kelly, City Clerk, signed her/his name in attestation of said instrument in the presence of said City Manager of said municipal corporation.

Witness my hand and notarial seal, the day and year first above written.

My Commission Expires:
April 29, 2012

Barbara V. Jarrell
Notary Public
Print Name: Barbara V. Jarrell

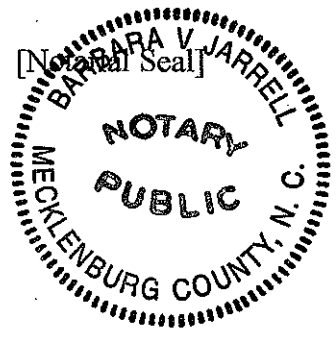


EXHIBIT A-1

LEGAL DESCRIPTION OF HAWTHORNE TRACT

BEING all that parcel or tract of land located in Charlotte, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at a PK nail set at the intersection of the southwesterly right of way margin of East Fifth St. (70 foot public R/W) and the northwesterly right of way margin of Hawthorne Ln. (70 foot public R/W); and continuing with the northwesterly right of way margin of Hawthorne Ln. the following two courses and distances: (1) South 45-02-26 West 473.00 feet to an iron pipe set; and (2) North 89-49-18 West 35.46 feet to a RR spike found at the intersection of the southwesterly right of way margin of Hawthorne Ln. and the northeasterly right of way margin of Elizabeth Ave. (70 foot public R/W); thence along the northeasterly right of way margin of Elizabeth Ave. North 44-59-53 West 125.38 feet to a reading under asphalt located at the southerly corner of the property of Gary J. Anderson (now or formerly) as described in deed recorded at Book 9140, Page 383, Mecklenburg County Public Registry; thence with the southeasterly line of the Anderson property the following three courses and distances: (1) North 45-02-35 East 120.00 feet to a reading under asphalt; (2) North 45-07-25 West 5.00 feet to a reading under asphalt; and (3) North 45-03-16 East 78.00 feet to a point (passing an iron pipe found at 73.00 feet); thence with the northeasterly line of the Anderson property and the properties of Craver Realty Corporation (now or formerly) as described in deed recorded in Book 1570, Page 283 and Literal Realty Corporation (now or formerly) as described in deed recorded at Book 1498, Page 215, both in aforesaid registry, North 45-08-50 West 234.95 feet to an iron pipe found on the southeasterly right of way margin of Travis Ave. (50 foot public R/W); thence along the southeasterly right of way margin of Travis Ave. the following two courses and distances: (1) North 45-11-06 East 137.63 feet to an iron pipe found; and (2) North 44-58-15 East 177.10 feet to an iron pipe found at the intersection of the southeasterly right of way margin on Travis Ave. and the southwesterly right of way margin of East Fifth St.; thence along the southwesterly right of way margin of East Fifth St. the following two courses and distances: (1) South 42-55-36 East 187.90 feet to an iron pin found; and (2) South 42-55-36 East 202.66 feet to the POINT AND PLACE OF BEGINNING, containing 3.4382 acres, more or less, as shown on survey prepared by Andrew G. Zoutewelle, L-3098, dated July 12, 2001.

Being the same property conveyed to Novant Health, Inc. by deed of Providence Road Land Partners, LLC recorded August 17, 2005 in Book 19201 at Page 155 of the Mecklenburg County Public Registry.

EXHIBIT A-2

LEGAL DESCRIPTION OF HOSPITAL TRACT

All that certain Parcel situate, lying and being in the City of Charlotte, Mecklenburg County, North Carolina and more particularly described as follows:

Being the block bounded by East Fourth Street, Hawthorne Lane, East Fifth Street and Caswell Avenue and being described as follows:

BEGINNING at the east corner formed by the intersection of East Fourth Street with Hawthorne Lane and runs thence with the margin of Hawthorne Lane N 46-05-59 E 866.43 feet to a point in the margin of Hawthorne Lane; thence N 86-40-03 E 12.75 feet to a point in the southwesterly margin of East Fifth Street; thence with said margin of East Fifth Street S 41-44-46 E 1163.28 feet to a point; thence with the arc of a curve to the right in a southerly direction having a radius of 30.00 feet, an arc distance of 57.81 feet to a point on the northwesterly margin of Caswell Road; thence with said margin of Caswell Road in ten courses as follows: (1) S 68-39-58 W 144.48 feet to a point; (2) S 73-54 W 63.15 feet to a point; (3) with the arc of a curve to the right with a radius of 65.68 feet, an arc distance of 15.18 feet; (4) with the arc of a curve to the right with radius of 668.79 feet, an arc distance of 149.79 feet; (5) N 80-01-12 W 87.72 feet to a point; (6) N 79-52-25 W 133.88 feet to a point; (7) N. 85-07-06 W 62.45 feet to a point (8) S 74-46-28 W 50.00 feet to a point; (9) S 59-49-55 W 50.00 feet to a point; and (10) S 54-44-55 W 154.67 feet to a point in the northwesterly margin of Caswell Road; thence with the arc of a curve to the right in a westerly direction having a radius of 30.00 feet, an arc distance of 40.58 feet to a point in the northeasterly margin of East Fourth Street; thence with said margin of East Fourth Street N 47-44-43 W 682.38 feet to the BEGINNING.

Being a portion of the same property conveyed to Presbyterian Health Services by Deed of The Presbyterian Hospital recorded October 31, 1990 in Book 6384 at Page 38 of the Mecklenburg County Public Registry.

EXHIBIT B-1

DESCRIPTION OF LOCATION OF EASEMENT

[SEE ATTACHED PAGE]

Legal Description

BEING all that certain tract or parcel of land for the purpose of an elevated pedestrian bridge over the traffic lanes and right-of-way of Hawthorne Lane being located within the City of Charlotte, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a point located in the northwesterly right-of-way margin of Hawthorne Lane, said right-of-way being approximately 70-feet in width, said point being located North 45-02-26 East 249.11 feet from an existing iron pipe located at the intersection of the northwesterly right-of-way margin of the said Hawthorne Lane with the northeasterly intersection tangent line of the right-of-way of Elizabeth Avenue, said beginning point being also located South 45-02-26 West 223.89 feet from a new iron pin located at the intersection of the northwesterly right-of-way margin of the said Hawthorne Lane with the southwesterly right-of-way margin of East 5th Street, and running thence from said POINT AND PLACE OF BEGINNING along the northwesterly right-of-way margin of the said Hawthorne Lane North 45-02-26 East 16.00 feet to a point; thence crossing the said Hawthorne Lane South 44-55-08 East 69.37 feet to a point; thence along the southeasterly right-of-way margin of the said Hawthorne Lane South 45-03-09 West 16.00 feet to a point; thence crossing the said Hawthorne Lane North 44-55-08 West 69.36 feet to the point and place of BEGINNING, containing 1,109 square feet as shown on a survey prepared by Andrew G. Zoutewelle dated July 16, 2008.

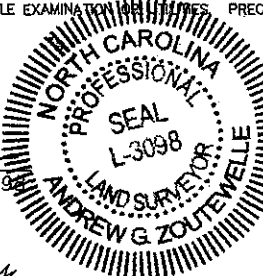
Drawn By: City of Charlotte
Return to: City of Charlotte-Box

EXHIBIT B-2

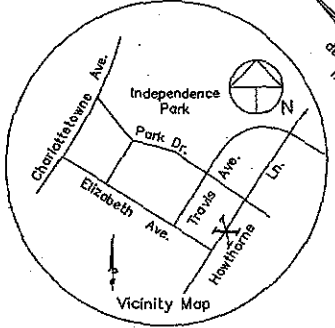
PLAT OF LOCATION OF EASEMENT

[SEE ATTACHED PAGE]

THIS SURVEY IS CERTIFIED TO ONLY THE PERSONS OR ENTITIES SHOWN IN THE TITLE BLOCK BELOW.
 THIS IS TO CERTIFY THAT THIS SURVEY IS BASED UPON MY BEST KNOWLEDGE, INFORMATION AND BELIEF.
 THIS SURVEY DOES NOT REFLECT A COMPLETE TITLE EXAMINATION. PRECISION IS GREATER THAN 1:10,000.

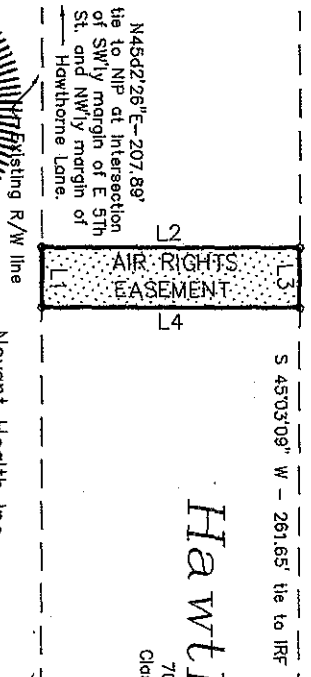


A.G.Z.
 Andrew G. Zoutewelle, PLS L-3098
 2-2-08
 Date



M.B. 230-110,111 (1911)
 deflection left 023°42'27" from Map
 north to N.C. grid north

Novant Health Inc.
 Deed Book 19201 Pg. 155
 Tax I.D. 08019701



Hawthorne Lane
 70' Public R/W per M.B. 127-47
 Class III Major Arterial Thoroughfare

Novant Health, Inc.
 "Presbyterian Hospital"
 Deed Book 6384 Pg. 38
 Tax I.D. 12703801
 Zoning: O-2

- General Notes**
- 1.) This easement map does not represent a current field survey. Irons shown were located February 26, 2008, by this firm, A.G. Zoutewelle, P.A.
 - 2.) No utilities or physical improvements were located for this map.
 - 3.) This survey does not reflect a complete title examination which may show additional easements and other matters of title.
 - 4.) The total area of the Air Rights Easement is 1,109 square feet, by coordinates.

LINE TABLE		
LINES	BEARING	DISTANCE
L1	N 45°02'26" E	16.00'
L2	S 44°55'08" E	69.37'
L3	S 45°03'09" W	16.00'
L4	N 44°55'08" W	69.36'

LEGEND	
ch.	chord
L,R	curve length & radius
s.f.	square feet (by coordinates)
I,PIN	iron survey stake
conc.	concrete
a/c	air conditioner
MB, DB	record map and deed references
IPF/IRF	iron pipe/pin found
IRS	iron pipe set

Tax I.D. 08019708

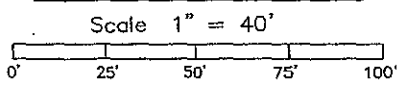
R.R. Spike Found

N 89°49'18" W
 35.46' tie

S44°41'38"E
 9.90' tie
 IRF (bent)

Elizabeth Avenue
 70' Public R/W per M.B. 127 Pg. 47
 CLASS III MAJOR THOROUGHFARE

A.G. ZOUTEWELLE
SURVEYORS
 1418 East Fifth St. Charlotte, NC 28204



Z:\2008QUY\hawth-airrights]-QN

Copyright 2008
Air Rights Easement Survey
PROPERTY ON HAWTHORNE LANE
 CHARLOTTE, MECKLENBURG COUNTY, N.C.
 for NOVANT HEALTH, INC.
 "PRESBYTERIAN HOSPITAL"
 Scale 1" = 40' July 16, 2008
 ANDREW G. ZOUTEWELLE, L-3098
 Telephone 704-372-9444 Fax 704-372-9555

I, Linda B. Poissant, Review Officer
 Of Mecklenburg County, certify that the
 map or plat to which this certificate is
 affixed meets all statutory requirements
 for recording
Linda B. Poissant
 Review Officer
 Date 12/2/08

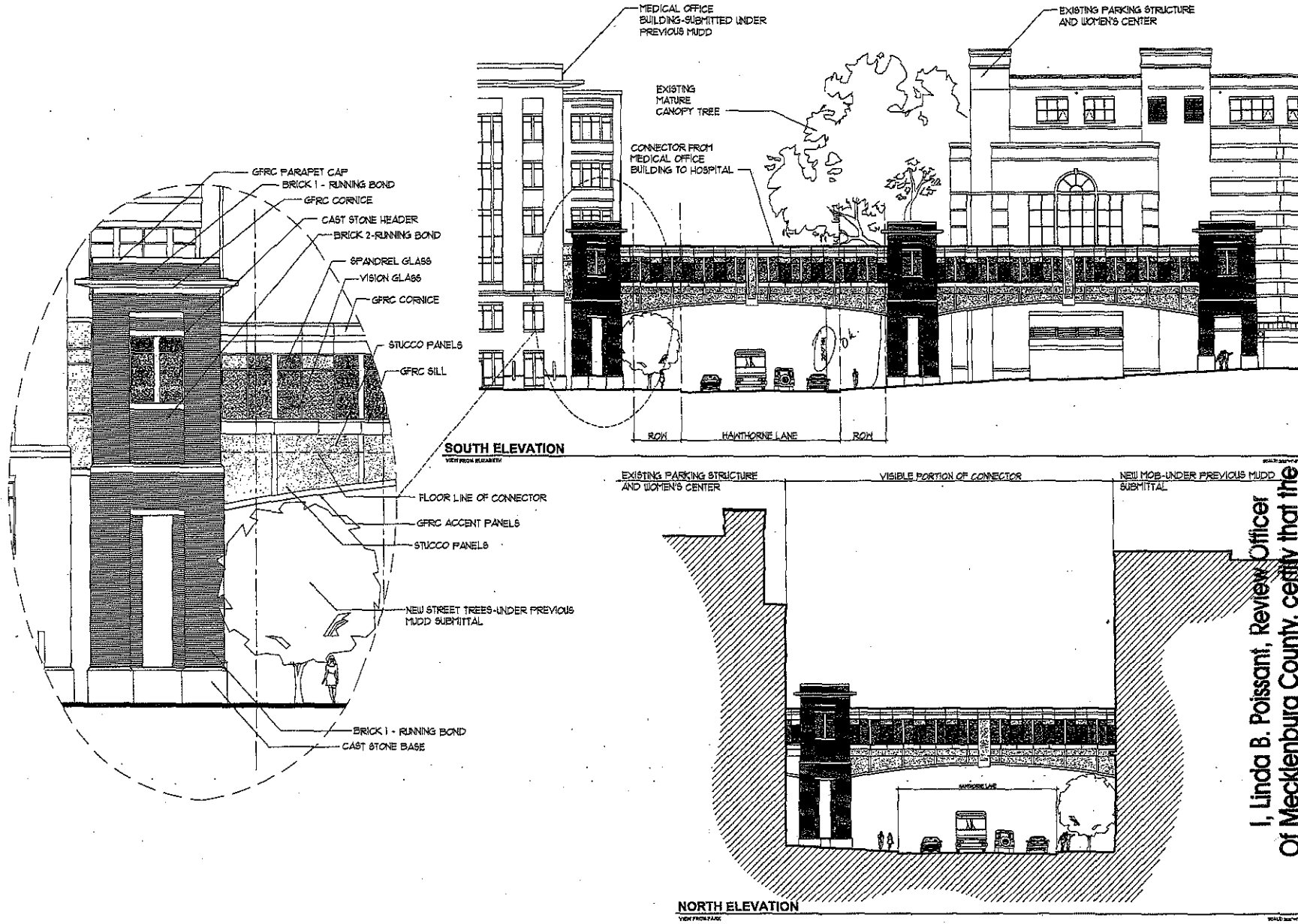
Drawn By: City of Charlotte
 Return to: City of Charlotte-Box

EXHIBIT A

EXHIBIT C

PLANS AND SPECIFICATIONS FOR CROSSWALK

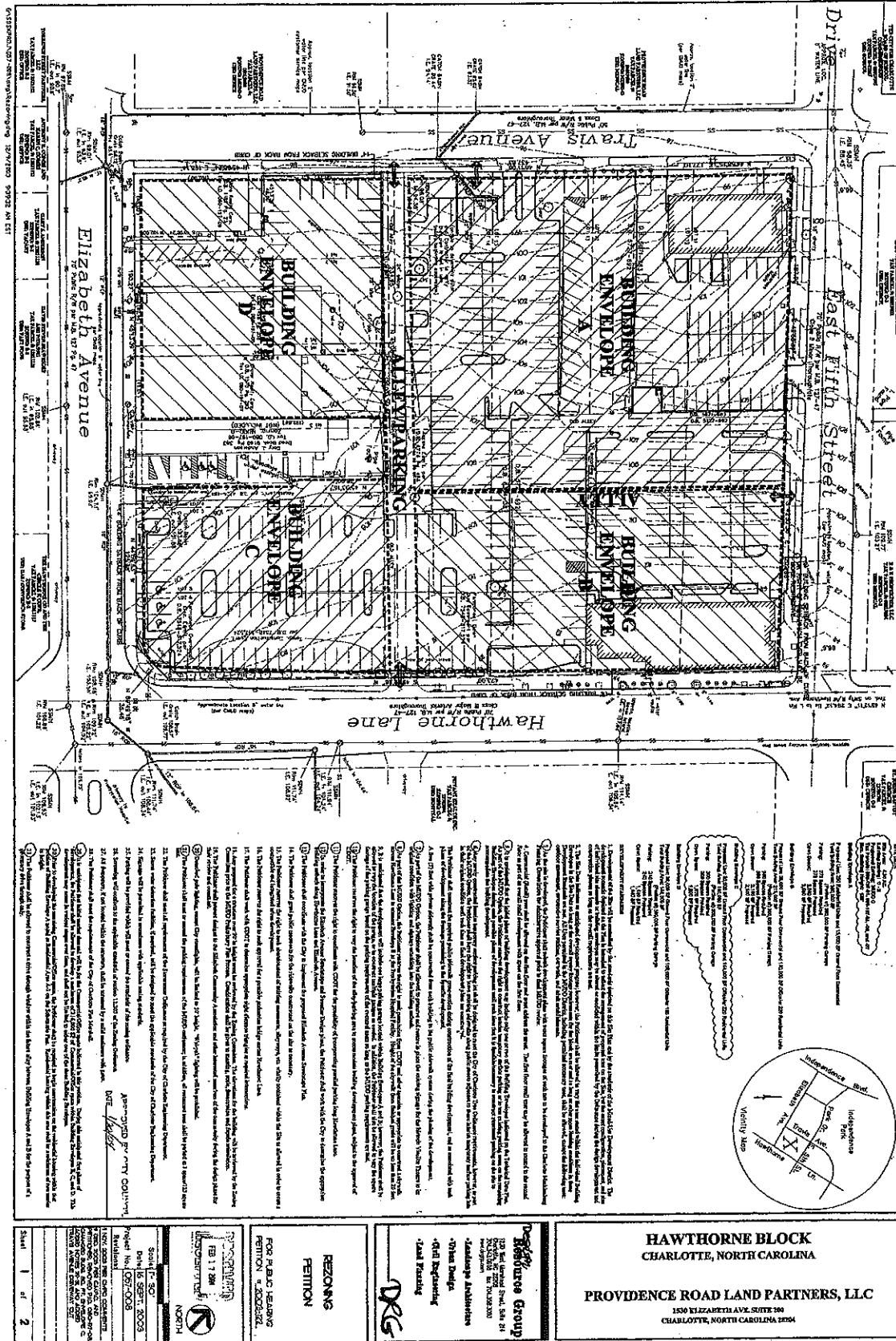
[SEE ATTACHED PAGES]



Drawn By: City of Charlotte
Return to: City of Charlotte-Box

I, Linda B. Poissant, Review Officer
Of Mecklenburg County, certify that the
map or plat to which this certificate is
affixed meets all statutory requirements
for recording

Linda B. Poissant
Review Officer
Date 12/8/08



I, Linda B. Poissant, Review Officer
Of Mecklenburg County, certify that the
map or plat to which this certificate is
affixed meets all statutory requirements

Linda B. Poissant
Review Officer
Date 12/8/08

Drawn By: City of Charlotte
Return to: City of Charlotte-Box

HAWTHORNE BLOCK
CHARLOTTE, NORTH CAROLINA
PROVIDENCE ROAD LAND PARTNERS, LLC
1550 ELIZABETH AVE. SUITE 100
CHARLOTTE, NORTH CAROLINA 28204

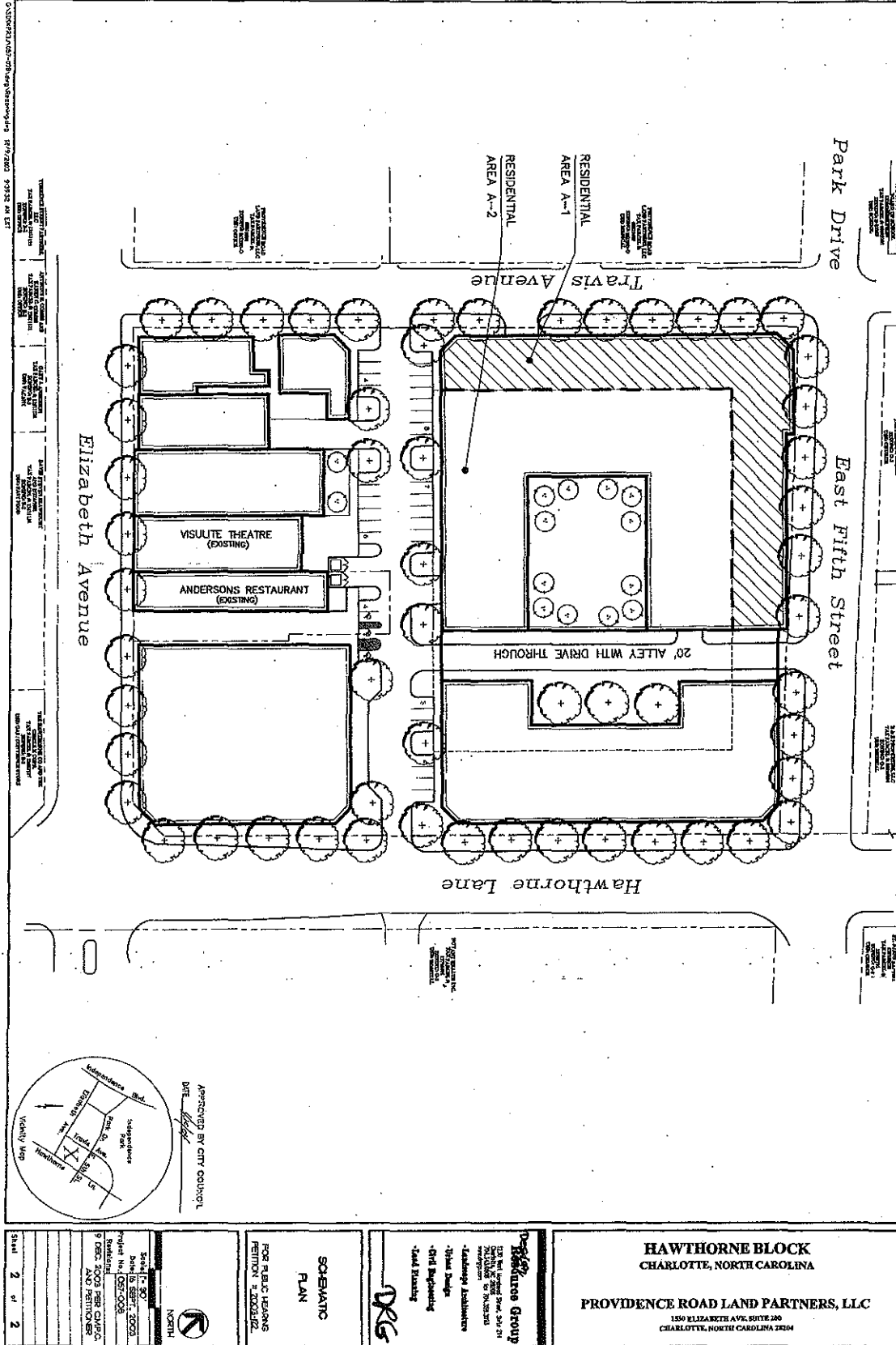
Design Group
1000 East 7th Street, Suite 210
Charlotte, NC 28202
Tel: 704.375.1000
Fax: 704.375.1001
www.designgroup.com

RECORDS
FEMTON
FOR P.L.B.C. RECORDS
FEMTON - 2008021

RECORDS
FEMTON
FOR P.L.B.C. RECORDS
FEMTON - 2008021

RECORDS
FEMTON
FOR P.L.B.C. RECORDS
FEMTON - 2008021

Sheet 1 of 2



Linda B. Poissant, Review Officer
 Of Mecklenburg County, certify that the
 map or plat to which this certificate is
 affixed meets all statutory requirements

Linda B. Poissant
 Review Officer
 Date 12/8/07

Drawn by: City of Charlotte
 Return to: City of Charlotte Box

APPROVED BY CITY COUNCIL
 DATE: 11/10/08

Scale: 1" = 30'
 Date: 11/10/08
 Project No.: 08T-008
 Revision:
 1) DEC. 2008 PER CHANGES TO CITY ORDINANCES

SHED 2 of 2

PROVIDENCE ROAD LAND PARTNERS, LLC
 1550 ELIZABETH AVE. SUITE 200
 CHARLOTTE, NORTH CAROLINA 28204

HAWTHORNE BLOCK
 CHARLOTTE, NORTH CAROLINA

Design Assistance Group
 2000 W. GARDNER ST. SUITE 200
 CHARLOTTE, NC 28208
 (704) 375-1100
 www.designassistance.com

Schematic Plan
 FOR PUBLIC HEARING
 PERMITS & RECORDS

DLG

• Show Design
 • Civil Engineering
 • Land Surveying
 • Landscape Architecture



J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 12/16/2008 12:26:10 PM
Book: RE 24310 Page: 575-592
Document No.: 2008190649
ESMT 18 PGS \$62.00
Recorder: KAMIL COOPER



2008190649

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
CITY OF CHARLOTTE

WITNESSETH:

WHEREAS, the economic health of Charlotte is an important policy objective of the City of Charlotte, under which the City undertakes efforts to recruit and retain a diversity of businesses, increase the quality of jobs and expand the tax base;

WHEREAS, in 2006 the North Carolina General Assembly passed legislation creating a new tax credit program, Article 3J Tax Credits that replaced the William S. Lee Tax Credit Act;

WHEREAS, Article 3J Tax Credits offers tax credits to new and expanding businesses for creating jobs and investing in real and business property, subject to certain State defined thresholds;

WHEREAS, municipalities with a population greater than 10,000 have the ability to define qualifying areas of poverty as Urban Progress Zones, in which qualifying eligible businesses receive enhanced Article 3J Credits.

WHEREAS, the role of the City Council is to request the designation of an area no larger than 15% of the total area of the City as an Urban Progress Zone in which every census tract and census block group meets specific criteria related to poverty and zoning criteria;

NOW, THEREFORE, BE IT RESOLVED that the Charlotte City Council hereby requests that the North Carolina Secretary of Commerce designate an Urban Progress Zone comprised of census tracts and census block groups depicted and identified in Exhibit A.

CERTIFICATION

I, Stephanie C. Kelly, Deputy 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 10th day of November, 2008, the reference having been made in Minute Book 128, and recorded in full in Resolution Book 41, Pages (710-711).

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 11th day of November, 2008.

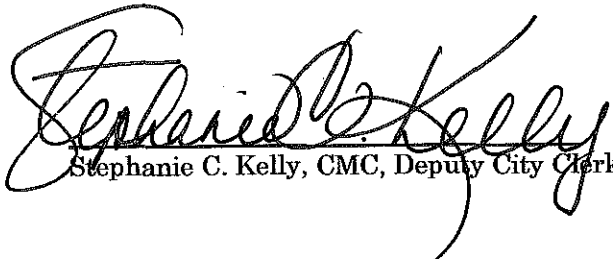
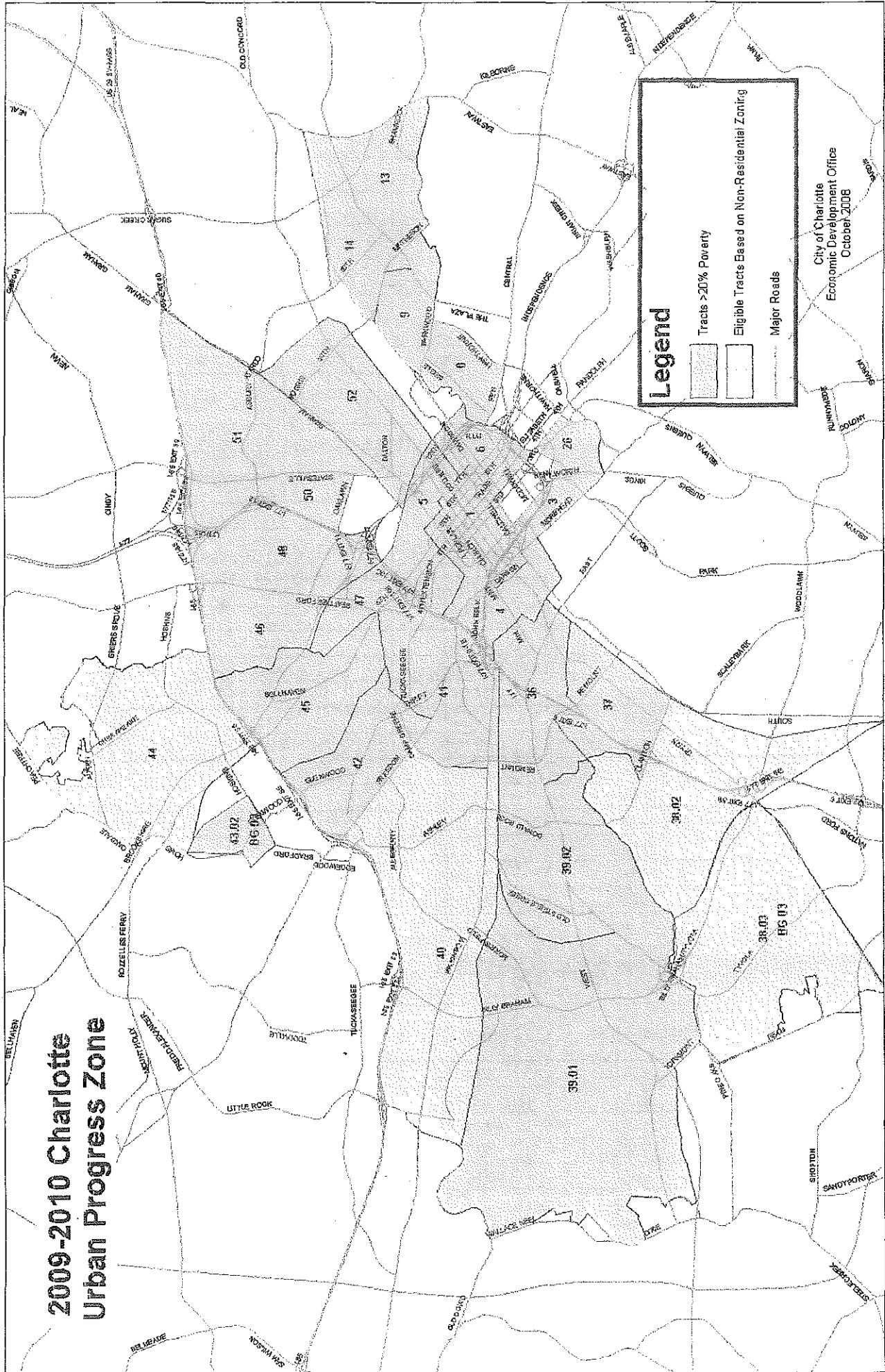

Stephanie C. Kelly, CMC, Deputy City Clerk

EXHIBIT A

2009-2010 Charlotte
Urban Progress Zone



**THIS
PAGE
IS
BLANK**

THIS
PAGE
IS
BLANK