

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held in the Meeting Chamber at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 5:00p.m. on June 14, 2021:

Members Present: Eiselt, Ajmera, Winston, Phipps, Egleston, Graham, Watlington, Johnson, Newton Bokhari, Driggs

Members Absent: None

* * * * *
* * *

Councilmember Egleston/Driggs introduced the following resolution, a summary of which had been provided to each Councilmember, copy of which was available with the City Clerk and which was read by title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA, REQUESTING THE RELEASE OF PROPERTY FROM A DEED OF TRUST RELATED TO CERTIFICATES OF PARTICIPATION

WHEREAS, the City of Charlotte, North Carolina (the “*City*”) and New Charlotte Corporation, a North Carolina nonprofit corporation (the “*Corporation*”), previously entered into an Installment Financing Contract dated as of March 1, 2014, as amended by Amendment Number 1 to the Installment Financing Contract, dated as of June 1, 2015 (collectively, the “*Contract*”) in order to finance certain facilities and equipment for the City (the “*Projects*”);

WHEREAS, to assist the City in financing the Projects, the Corporation executed and delivered certificates of participation (the “*Certificates*”) under an Indenture of Trust dated as of March 1, 2014 (the “*2014 Indenture*”) between the Corporation and U.S. Bank National Association, as trustee (the “*Trustee*”), as supplemented and amended by Supplemental Indenture, Number 1 dated as of June 1, 2015 (the “*First Supplemental Indenture*” and together with the 2014 Indenture, the “*Indenture*”), between the Corporation and the Trustee;

WHEREAS, to secure its obligations under the Contract, the City executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of March 1, 2014 (the “*2014 Deed of Trust*”), as amended by Notice of Extension to Deed of Trust to Additional Property dated as of June 1, 2015 (the “*Notice of Extension*” and collectively with the 2014 Deed of Trust, the “*Deed of Trust*”) related to the City's fee simple interest in the sites of 1315 North Graham Street, Charlotte, North Carolina 28206 and 2550 West Boulevard, Charlotte, North Carolina 28208, and the improvements thereon;

WHEREAS, the City would like to use the property located at 1315 North Graham Street, Charlotte, North Carolina 28206 for other purposes of the City, and having determined that it meets the criteria for the release of such property under the terms of the Deed of Trust, therefore the City requests U.S. Bank National Association, as Trustee and assignee of the beneficiary under the Deed of Trust to release the property described in the appendix to this Resolution;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:

Section 1. The City hereby requests that the Trustee, as the assignee of the beneficiary under the Deed of Trust, release in accordance with Section 1.14 of the 2014 Deed of Trust the property located at 1315 North Graham Street, Charlotte, North Carolina 28206 described in the appendix to this Resolution from the lien created by the Deed of Trust to allow the City to use such property for other purposes. The legal description of the property to be released will be contained in the Deed of Partial Release, to be presented to the Trustee for its execution, and to be executed by the Deed of Trust trustee and recorded in the Mecklenburg County Register of Deeds office.

Section 2. The Mayor, the City Manager, the Chief Financial Officer and the City Clerk, and their respective designees, are hereby designated to act on behalf of the City to effectuate the release of property from the Deed of Trust as described in this Resolution, and all actions of such officers on behalf of the City with respect to such release, whether previously or hereinafter taken, are hereby approved, ratified and authorized.

Section 3. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and will be deemed separable from the remaining agreements and provisions and in no way affect the validity of any of the other agreements and provisions hereof.

Section 4. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 5. This Resolution is effective on its adoption.

Appendix – Description of Property to be Released

All that certain parcel of land situated in the City of Charlotte, County of Mecklenburg, State of North Carolina, and more particularly described as follows:

Commencing from the North Carolina Geodetic Survey control monument "M 044", having NAD 83/86 grid coordinates of N=550,071.36', E=1,449,772.53', with a combined grid factor of 0.9998439, S42-47.25 E, a ground distance of 2,777.77' to the Point of **Beginning** a found #5 rebar having NAD 83/86 NC grid coordinates of N=548,033.22', E=1,451,659.23' being located in the Easterly margin of the right of way of Statesville Avenue and also being the Westerly corner of the subject property as recorded in the Mecklenburg County Register of Deeds in Deed Book 23985, Page 439 and also being the Northwesterly corner of Deed Book 25268 Page 127; thence along and with Easterly margin of the right of way of Statesville Avenue as recorded in said Deed Book 23985 Page 439 N00-15-14E 75.14' to a set PK nail said point being the Southwesterly corner of Deed Book 23618 Page 885 being located in the centerline of a 100' Norfolk Southern Railroad right-of-way; thence along and with the centerline of said Norfolk Southern Railroad right-of-way and the Southeasterly property line of said Deed Book 23618 Page 885 N48-35-57E 236.91' to a PK nail found in the centerline of said Norfolk Southern Railroad right-of-way said point also being a common corner with said Deed Book 23618 Page 885; thence leaving the centerline of the said 100' Southern Railroad right-of-way S56-48-40E a total distance of 581.73' passing the Westerly corner of Deed Book 14536 Page 77 at 116.33' to a #5 rebar found located on the Westerly margin of the right-of-way of North Graham Street also being the Southerly most corner of said Deed Book 14536 Page 77; thence along and with the Westerly margin of the right-of-way of North Graham Street S33-12-19W 400.16' to 1/2" pipe found being the Northeasterly corner of Deed Book 25268 Page 127; thence leaving the Westerly margin of the right-of-way of North Graham Street with the following 5 (five) courses following along and with the property lines of Deed Book 25268 Page 127; (1.) thence N56-50-35W 325.88' to a PK nail found; (2.) thence N 00-44-42W 92.76' to a PK nail found; (3.) thence N 00-44-42W 86.32' to a PK nail found; (4.) thence with a circular curve to the right having a radius of 479.49' and an arc length of 64.06' (Chord N 03-18-30 W 64.02') to a found crimped iron pipe; (5.) thence N89.55-16W 174.28' to the Point and Place of **Beginning**, containing 4.804 acres as described on a plat Entitled "Boundary Survey for the Communication Headquarters-Map 1" Prepared by the City of Charlotte, Engineering 8t Property Management dated February 7th, 2011. Last revised February 10th, 2011.

Back deed reference; Book 26292, Page 822, Mecklenburg County Register of Deeds Office.

Currently designated as Mecklenburg County Tax Parcel Number 07902104.

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON JUNE 14, 2021**

A motion was made by Councilmember Egleston and seconded by Councilmember Driggs for the adoption of the following Resolution and upon being put to a vote was duly adopted:

WHEREAS, A Municipal Agreement between the City and the North Carolina Department of Transportation (NCDOT) will allow the City to reimburse NCDOT for work associated with the safety improvements on Pineville-Matthews Road (NC 51); and,

WHEREAS, the Municipal Agreement provides for reimbursement not to exceed \$912,000 of the total cost of the project; and,

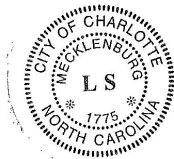
WHEREAS, the format and cost sharing philosophy is consistent with past Municipal Agreements: and,

NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the City Manager to execute a Municipal Agreement with the NCDOT for the City to reimburse the NCDOT up to \$912,000.00 for the safety improvements along Pineville-Matthews Road, is hereby formally approved by the City Council of the City of Charlotte and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.

CERTIFICATION

I, Stephanie C. Kelly, 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 14th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 540-540F.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 19, 2021

TO: Ms. Shae Connor-Schlick
City of Charlotte
600 East Fourth Street
Charlotte, NC 28202-2858

FROM: Cindy Iorlano *Cindy Iorlano*
Administrative Officer I

SUBJECT: Transportation Improvement Project - Municipal Agreement With
City of Charlotte
WBS Element No. 47881.1, 47881.2.1, & 47881.3.1
TIP No. U-6086

Enclosed please find an original of the above-mentioned Agreement. Please execute this Agreement by signing it, affixing your seal, and returning the original signed Agreement **within thirty (30) days** of the date of this letter to NC Division of Highways, Attention: Cindy Iorlano, 716 West Main Street, Albemarle, NC 28001.

The Agreement verbiage has been pre-approved by the NC Attorney General's Office and is not open to modifications. If you have an issue with any of the actual **terms** of the Agreement, we will discuss those requests. However, most change requests to Agreement verbiage will either be rejected by the Raleigh Transportation Program Management office or will require approval by the Attorney General's Office, which will add a minimum of six weeks to the processing time for the Agreement.

Thank you for your assistance in this matter. Please call me at the number below if you need additional information.

Enclosures

CAI

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT**

MECKLENBURG COUNTY

DATE: 4/16/2021

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

TIP #: U-6086

WBS Elements: PE 47881.1.1

ROW 47881.2.1

CON 47881.3.1

FEDERAL-AID NO.: STBGDA-1003(171)

CITY OF CHARLOTTE

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Charlotte, a local government entity, hereinafter referred to as the "Municipality".

W I T N E S S E T H:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project U-6086, in Mecklenburg County; and

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of the installation of a median, sidewalks, and traffic signals on NC 51 between Park Road and Carmel Road.

PLANNING AND DESIGN

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY AND UTILITIES

3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
4. The Department does not anticipate the need to relocate and adjust any municipally-owned utilities at this time. If it becomes necessary to adjust and relocate the municipally-owned utilities, the Municipality, at no expense to the Department, shall be responsible for the relocation and adjustment of all utilities in conflict with the Project.

CONSTRUCTION

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

6. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.

- B. The roadway improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.
- 7. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the sidewalk and release the Department from all liability relating to such maintenance.

COSTS AND FUNDING

- 8. The Municipality shall participate in the cost of the Project as follows:
 - A. The estimated cost of the Project is \$7,555,000. The City of Charlotte will participate in the Construction phase in the amount of \$912,000 (a 20% match of \$1,643,000 of Federal funding in the amount of \$410,750 and an overmatch amount of \$501,250). The Municipality will submit their participation of \$912,000 prior to the Department requesting authorization for the Construction phase. The Town of Pineville will also provide a Local Match for a separate portion of the Federal funding through a separate agreement with the Town of Pineville. The City of Charlotte will not be responsible for any costs that exceed the estimated cost of the project (\$7,555,000). If the actual costs are less than \$7,555,000, the City of Charlotte will be reimbursed at a rate of 100% up to \$501,250, then at a rate of 20% up to \$410,750.
 - B. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

ADDITIONAL PROVISIONS

- 9. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- 10. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
- 11. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related

authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

12. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
13. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
14. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
15. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
16. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF CHARLOTTE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Charlotte

Attn: Ms. Shae Connor-Schlick

600 East Fourth Street

Charlotte, NC 28202

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,
NORTH CAROLINA ON JUNE 14th, 2021**

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

- WHEREAS, North Carolina General Statute §160A-461 authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and
- WHEREAS, The City of Charlotte and Mecklenburg County operate the Charlotte-Mecklenburg Storm Water Services utility pursuant to an interlocal agreement entered into in 1993 and amended in 2009, which identifies the respective rights and responsibilities for operation and management of storm water throughout Mecklenburg County; and
- WHEREAS, Mecklenburg County administers a voluntary Floodplain Buyout Program (the "Program") aimed to reduce future flood losses and improve water quality. The Madison Park neighborhood, located between Park Road, South Boulevard, Woodlawn Road, and Tyvola Road, includes several flood prone properties. Mecklenburg County intends to voluntarily purchase properties within the neighborhood as part of the Program (the "County Project"); and
- WHEREAS, The City of Charlotte is currently improving the wastewater system in the Madison Park neighborhood, which includes easement and property acquisition, removal and replacement of the existing sanitary sewer piping, and provisions for subsequent maintenance and monitoring of the sanitary sewer improvements (the "City Project"); and
- WHEREAS, It is in the mutual best interest of the City of Charlotte and Mecklenburg County to concurrently implement the County Project and City Project actions of pursuing property acquisition (the "Combined Project"); and
- WHEREAS, The City of Charlotte and Mecklenburg County wish to enter into a funding and acquisition agreement that sets out their respective rights and responsibilities with respect to the Combined Project.

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

That the Interlocal Agreement for Funding of Buyouts for Little Hope Creek Wastewater Improvement Project between the City of Charlotte and Mecklenburg County is hereby approved and ratified and the Director of Charlotte Water and any successor so titled, or her designees, is authorized to execute same.

Adopted this the 14th day of June 2021 at Charlotte, North Carolina.

CERTIFICATION

I, Stephanie C. Kelly, 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 14th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 541-541_____.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

June 14, 2021

Resolution Book 51, Page 541A

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
CITY OF CHARLOTTE**

**INTERLOCAL AGREEMENT FOR
FUNDING OF BUYOUTS FOR LITTLE HOPE
CREEK WASTEWATER IMPROVEMENT PROJECT**

This Interlocal Agreement for Funding of Floodplain Buyouts for the Little Hope Creek Wastewater Improvement Project (the “Agreement”) is entered into and agreed upon as of June 14, 2021, (the “Effective Date”), by and between the **COUNTY OF MECKLENBURG** (the “County”), a political subdivision of the State of North Carolina and the **CITY OF CHARLOTTE** (the “City”), a municipal corporation organized under the laws of the State of North Carolina (hereinafter the “Parties”).

WITNESSETH:

WHEREAS, the Parties operate the Charlotte-Mecklenburg Storm Water Services utility pursuant to an interlocal agreement entered into between the Parties in 1993 and amended in 2009, which identifies their respective rights and responsibilities for operation and management of storm water throughout Mecklenburg County;

WHEREAS, the County administers a voluntary Floodplain Buyout Program (“Program”) aimed to reduce future flood losses and improve water quality. The Madison Park neighborhood located between Park Road, South Blvd, Woodlawn Road and Tyvola Road includes several flood prone properties. The County intends to voluntarily purchase two properties in fee simple as part of the Program (hereinafter the “County Project”);

WHEREAS, the City is currently improving the wastewater system in the Madison Park neighborhood, which includes easement and property acquisition, removal and replacement of the existing gravity sewer piping, and provisions for subsequent maintenance and monitoring of the sewer improvements (hereinafter the “City Project”);

WHEREAS, it is in the Parties’ mutual best interest to concurrently implement the County Project and City Project actions of pursuing property acquisition of the three properties shown in Exhibit “A” (hereinafter the “Subject Properties”). Together, the County Project and the City Project are hereinafter the “Combined Project”;

WHEREAS, the Parties desire to enter into a funding and acquisition agreement that sets out their respective rights and responsibilities with respect to the Combined Project.

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this Agreement, the County and the City agree as follows:

June 14, 2021

Resolution Book 51, Page 541B

1. Combined Project Description. The Combined Project includes a combination of the following: property acquisition, easement acquisition, structure demolition, wastewater infrastructure replacement, and site restoration.

2. Exhibit List. The following Exhibits are attached to this Agreement and incorporated into and made hereof by reference:

Exhibit A: Subject Properties Map

Exhibit B: Combined Project Funding

Exhibit C: Easement Exhibits

Exhibit D: Project Schedule

Each reference to the Agreement shall be deemed to include all Exhibits.

3. Feasibility. The City and County worked together on the feasibility cost analyses for their respective projects and on integration of the County Project and City Project. Acquisition, Demolition and Construction (Items 5 and 6, below) will be carried out using the results of the feasibility analysis.

4. Parcel Identification. Parcel 17104236, located at 1230 East Woodlawn, shall be identified as Parcel 1. Parcels 17109104 and 17109106, located at 5715 and 5727 Wedgewood Drive respectively, shall be identified as Parcels 2 and 3.

5. City Acquisition, Demolition, and Construction. The City will be responsible for the total acquisition of Parcel 1, demolition of the residential and ancillary structures, and site restoration upon completion of associated wastewater system construction activities. The City's responsibility includes all associated direct costs of performance of this described work.

6. County Acquisition and Demolition. The County will be responsible for the total acquisition of Parcels 2 and 3, demolition of residential and ancillary structures, and site restoration upon completion of these activities. This responsibility includes all associated costs of performance of the described work.

7. Property Conveyance. At the completion of the City Project, the City shall convey Parcel 1, less Permanent Easement and Existing Easement, to the County. These easement areas and draft language are represented in Exhibit C. Anticipated project durations are shown in Exhibit D.

8. Easement Conveyance. The County shall convey a Permanent Easement on Parcels 2 and 3 to the City. These easement areas and draft language are represented in Exhibit C.

9. Design and Construction. The City shall be responsible for design and construction of the associated wastewater improvements identified in the Combined Project. Additionally, the City shall be responsible for development of the associated easement plats to be used in the conveyance referenced in items 7 and 8 above, for all 3 parcels.

June 14, 2021

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10. Permits. The City and County shall obtain all Federal, State and local permits necessary for demolition and construction for their respective activities within the Combined Project.

11. Maintenance. Maintenance of the properties once acquired shall be the responsibility of the associated owner during the tenure of ownership within the property boundary.

12. Payment Responsibilities. The County agrees to pay to the City the amount as described in Exhibit B as a contribution to the acquisition costs of the property identified for the City Project. The City agrees to pay to the County the amount as described in Exhibit B as a contribution to the acquisition costs of the two properties identified for the County Project.

13. Notices. All notices required or permitted to be given hereunder shall be deemed given if emailed, hand delivered, or faxed with a mailed copy to follow, or mailed in a sealed wrapper and deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, properly addressed as follows:

If to the County: Mecklenburg County
 Storm Water Services
 2145 Suttle Avenue
 Charlotte NC, 28208
 Attention: David Love

If to the City: City of Charlotte
 Charlotte Water
 5100 Brookshire Blvd
 Charlotte, NC 28216
 Attention: Stephen Scott

Either party may change its notice address by giving written notice of the change to the other party in the manner specified above ten (10) days prior to the effective date of such change.

14. Applicable Law. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

15. Dispute Resolution. The Parties agree that any disputes which cannot be resolved by the City and County Managers or their designees will first be attempted to be resolved by mediation and if not resolved by mediation, then by binding arbitration. If the Parties cannot agree upon selection of an arbitrator and a process for arbitration, disputes between the parties arising out of or in connection with this Agreement or the performance or breach thereof shall be resolved by binding arbitration in accordance with the then-applicable Commercial Arbitration Rules (the "Rules") of the American Arbitration Association. The Rules will apply except as specified in this paragraph. All arbitration proceedings will be held in Charlotte, North Carolina before a single arbitrator. The parties hereto agree to submit to the enforcement of any award resulting therefrom by any court of competent jurisdiction. Judgment upon the award rendered in any such arbitration proceeding may be entered into any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement as the case may be.

16. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall expire at the conclusion of the one-year construction warranty period unless sooner terminated or extended in accordance with the provisions of this Agreement.

June 14, 2021

Resolution Book 51, Page 541D

17.Schedule: City and County staff have reviewed and agreed upon the proposed Project Schedule (Exhibit D). All due diligence will be undertaken by both parties in good faith to ensure substantial adherence to the Schedule.

18.Amendments. The City Manager and County Manager, or their designees, are authorized to amend any of the existing Exhibits without further authorization of the Charlotte City Council or the Mecklenburg County Board of Commissioners.

Except as provided herein, this Agreement may not be modified or amended except by subsequent written agreement authorized by the governing bodies of each party and signed by the authorized representative.

19.Termination. The City and County may terminate this Agreement at any time by mutual consent under such terms as may be agreed to in writing by the Board of County Commissioners and the City Council.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written by the authority duly granted by their respective governing bodies.

[Signatures are on following pages]

June 14, 2021
Resolution Book 51, Page 541E

CITY OF CHARLOTTE

DocuSigned by:
By: Angela Charles
2ACF3B0E8B0241F...
Angela Charles, Charlotte Water

ATTEST:

City Clerk

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

BY: _____
DIRECTOR OF FINANCE
City of Charlotte

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

Jeresa Smith
Finance Officer

**MJPrice on behalf
of T. Smith**

Digitally signed by MJPrice on
behalf of T. Smith
Date: 2021.08.17 12:30:38 -04'00'



Mecklenburg County

June 14, 2021

Resolution Book 51, Page 541F

Signature Page

Contract Number: 40948059

Amendment Number: 00

Contractor Name: CITY OF CHARLOTTE

MECKLENBURG COUNTY:

A handwritten signature in black ink, appearing to read "Leslie Johnson".

Leslie Johnson
Assistant County Manager

ATTEST:

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

A handwritten signature in black ink, appearing to read "Robert Miracle".

Robert Miracle
Deputy Finance Director

A handwritten signature in blue ink, appearing to read "J. E. Yeager".

James E. Yeager
County Attorney

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

June 14, 2021
Resolution Book 51, Page 541G

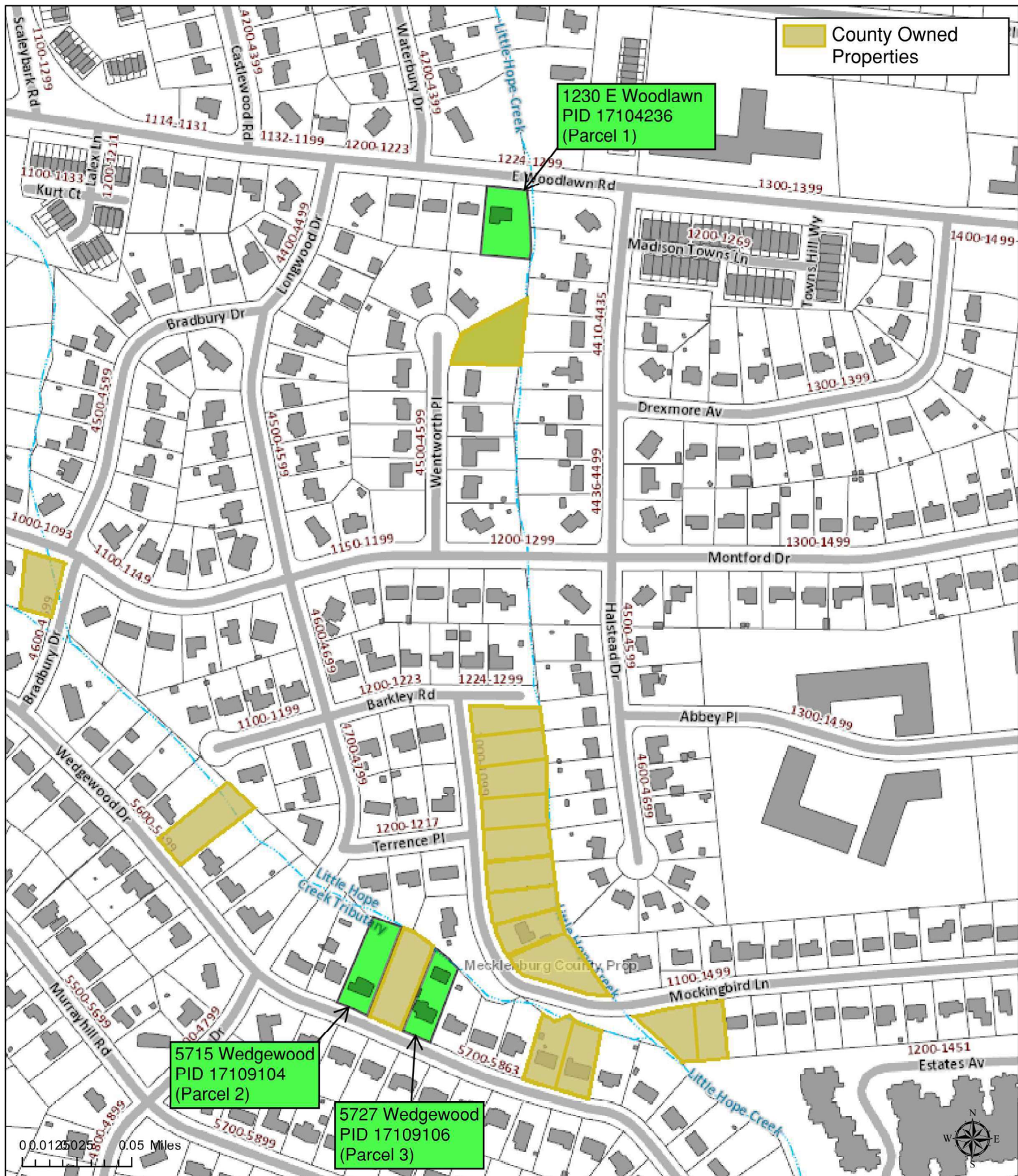
Exhibit “A”

SUBJECT PROPERTIES MAP

Polaris 3G Map – Mecklenburg County, North Carolina

June 14, 2021

Resolution Book 51, Page 541H

Madison Park

This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

June 14, 2021
Resolution Book 51, Page 541I

Exhibit “B”

COMBINED PROJECT FUNDING

1230 E Woodlawn Road	
Appraised Value	\$ 240,000
Demolition	\$ 15,000
Other acquisition costs (Est)	\$ 80,000
Fixed Contribution from County to City (approx 80%)	\$ 255,000
Wedgewood Drive	
5715 Wedgewood Appraised Value	\$ 412,000
5727 Wedgewood Appraised Value	\$ 422,000
Demolition	\$ 30,000
Other acquisition costs (Est)	\$ 10,000
Fixed Contribution from City to County (approx 20%)	\$ 175,000

June 14, 2021
Resolution Book 51, Page 541J

Exhibit “C”

EASEMENT EXHIBITS



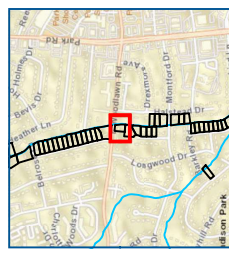
Parcel Number = 17104236
Owner Name:
JAMES P
NGO
YENIN
NGO

Property Address:
1230 E WOODLAWN RD

Mailing Address:
2901 CHATELAINE PL
RALEIGH
NC
27614

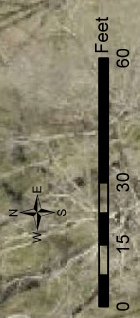
- Legend**
- Parcels
 - Temporary Construction Easement
 - Permanent Easement
 - Existing Easement

Parcel	18,154 SqFt
EE	2,477 SqFt
PE	4,128 SqFt
TCE	1,652 SqFt



- Legend
- Parcels
 - Temporary Construction Easement
 - Permanent Easement
 - Existing Easement

Parcel	17,977 SqFt
EE	0 SqFt
PE	3,149 SqFt
TCE	0 SqFt



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NC Excise Tax: Exempt
Project Name: (the "Project")
Project No.:
Parcel No.:
Tax Lot No.:
Property Address:
Description for Index: Easement

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 20__ by and between MECKLENBURG COUNTY, a political subdivision of the State of North Carolina having an address of 600 East Fourth Street, Charlotte, North Carolina 28202 ("GRANTOR") and the CITY OF CHARLOTTE, a municipal corporation, having an address of 600 East Fourth Street, Charlotte, North Carolina 28202, Mecklenburg County, North Carolina 28202 ("GRANTEE").

The designations GRANTOR and GRANTEE, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

THAT WHEREAS, Grantor owns a certain tract of land ("Property") in or near the City of Charlotte, County of Mecklenburg, North Carolina, the same being the land conveyed to Grantor, by deed recorded in Book X, Page X in the office of the Register of Deeds of Mecklenburg County; and

NOW THEREFORE said GRANTOR for good and valuable consideration to be paid by Grantee, , GRANTOR has bargained and sold, and by these presents does bargain, sell, and convey to GRANTEE and its successors a non-exclusive, perpetual easement (the "Permanent Easement"), for the purpose of laying, constructing, and maintaining a sanitary sewer line(s) in connection with the Project, which Permanent Easement is described as follows:

THAT PORTION of land so labeled "Sanitary Sewer Easement" or "SSE", and consisting of X square feet, as shown on the map attached hereto as Exhibit A and incorporated herein by reference (the "Map") and dated X.

In addition, GRANTOR, for good and valuable consideration, receipt of which is acknowledged, has granted, and by these presents does grant to said GRANTEE and its successors and assigns, a Temporary Construction Easement ("TCE") for the purpose of laying and constructing the Project, which TCE is described as follows:

THAT PORTION of the Property labeled "Temporary Construction Easement" or "TCE" and consisting of X square feet, as shown on the map attached hereto as Exhibit A and dated X.

The TCE shall take effect upon the execution of this Agreement, and shall have a duration of two (2) year(s); and the parties hereto further covenant and agree that upon the expiration of the TCE as

**DRAWN BY AND RETURN TO: CITY OF CHARLOTTE - BOX 224
CLTW/MC | REV 02/2021**

June 14, 2021

Resolution Book 51, Page 541O

herein provided, the GRANTEE or its Contractor shall have no further obligations to maintain or rights to enter upon the TCE described herein.

GRANTEE shall have such right of ingress, egress, and regress over and upon any lands of the GRANTOR adjacent to or in the vicinity of the Permanent Easement as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, maintaining, and otherwise keeping open and in good repair the sanitary sewer line(s). If adequate access is not provided by established means of approach, the GRANTOR and GRANTEE shall work together in good faith to identify and establish a means of access reasonably acceptable to both parties.

So as to minimize interruption of GRANTOR's use of the Property, GRANTEE shall provide GRANTOR not less than 30-days' prior written notice prior to commencement by GRANTEE of any substantial work on the Project.

It is further understood that the GRANTOR shall erect no permanent structure of any kind over or across this Permanent Easement. In addition, no permanent structure of any kind shall be erected over or across the TCE for so long as such TCE remains in effect. For purposes of this document, permanent structure includes, but is not limited to: buildings, tennis courts, and swimming pools but specifically excludes a paved or unpaved greenway trail, associated facilities and improvements. Neither may water be ponded or impounded over or across said Permanent Easement or TCE (for so long as such TCE remains in effect).

GRANTOR acknowledges that the easement interest being conveyed herein are being acquired by Grantee in connection with the Project, and that construction of the project may begin upon execution of this Agreement provided that the 30-day notification has been provided. The parties further agree that commencement of construction of the Project prior to Grantor's receipt from Grantee of compensation, if any, shall not be deemed as trespass and GRANTOR shall waive claim of trespass on said property.

GRANTEE shall construct the Project according to the plans titled "X", drawn by [Consultant Name], and dated X/X/XX (the "Plans"). Any deviations from the Plans, and any modifications and/or additions to the Project following completion thereof, that directly or indirectly impact the Property shall be subject to Grantor's prior written consent. To the extent affected, Grantee shall return Grantor's property outside the limits of the Permanent Easement to a condition similar to its condition before commencement of the Project.

GRANTOR hereby covenants to and with the GRANTEE that GRANTOR is the owner of the property, and that GRANTOR has the right to convey these temporary and/or permanent easements.

TO HAVE AND TO HOLD the land hereinbefore described unto the GRANTEE, its successors and assigns, for the aforesaid uses and purposes and none other.

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IN WITNESS WHEREOF, the GRANTOR and GRANTEE have hereunto caused this document to be executed by their duly authorized officers as of the day and year first above written.

GRANTOR:

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

By: _____
Dena R. Diorio, County Manager

APPROVED AS TO FORM:

David C. Dwyer, Esq.
Ruff, Bond, Cobb, Wade & Bethune LLP
Counsel for Mecklenburg County

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public of the County and State aforesaid, certify that Dena R. Diorio, personally came before me this day and acknowledged that she is the County Manager of Mecklenburg County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name.

Witness my hand and official stamp or seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

 [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

June 14, 2021
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GRANTEE:

CITY OF CHARLOTTE,
a North Carolina municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
_____ City Clerk

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This __ day of _____, 20____, personally came before me _____ who, being first duly sworn, acknowledged that she is _____ City Clerk of the City of Charlotte, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ City Manager, sealed with its corporate seal and attested by her as its _____ City Clerk.

Witness my hand and official stamp or seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

 [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

June 14, 2021

Resolution Book 51, Page 541R

Exhibit “D”

PROJECT SCHEDULE

Task	Estimated Start Date	Estimated Finish Date
Property Acquisition	3/2021	8/2021
Design and Permitting	3/2021	6/2021
Demolition and Restoration (County)	8/2021	11/2021
Easement Conveyance (Parcels 2&3)	6/2021	11/2021
City Payment to County	9/2021	11/2021
Demolition and Construction (City, Parcel 1)	6/2021	12/2022
Site Restoration (City, Parcel 1)	12/2022	2/2023
Property Conveyance to County	2/2023	3/2023
County Payment to City	3/2023	3/2023

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING FACILITY TO BE KNOWN AS UNION AT TRYON IN THE CITY OF CHARLOTTE, NORTH CAROLINA AND THE FINANCING THEREOF WITH MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$20,800,000

WHEREAS, the City Council (the “City Council”) of the City of Charlotte (the “City”) met in Charlotte, North Carolina at 5:00 p.m. on the 14th day of June, 2021; and

WHEREAS, INLIVIAN (formerly known as the Housing Authority of the City of Charlotte, N.C.) (the “Issuer”) has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$20,800,000 (the “Bonds”), for the purpose of financing the acquisition, construction and equipping by Union at Tryon, LP, an Indiana limited partnership, or an affiliated or related entity (the “Borrower”), of a multifamily residential rental facility to be known as Union at Tryon (the “Development”); and

WHEREAS, the Development will consist of approximately 200 units in three residential buildings and related facilities, located on an approximately 7.52-acre site at 7910 North Tryon Street in the City of Charlotte, Mecklenburg County, North Carolina; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires that any bonds issued by the Issuer for the Development may only be issued after approval of the plan of financing by the City Council of the City following a public hearing with respect to such plan; and

WHEREAS, on May 5, 2021, the Issuer held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City Council to approve the issuance of the Bonds as required by the Code; and

WHEREAS, the City has determined that approval of the issuance of the Bonds is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City of Charlotte, North Carolina for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Issuer, or to constitute the Bonds or any of the agreements or obligations of the Issuer an indebtedness of the City of Charlotte, North Carolina, within the meaning of any constitutional or statutory provision whatsoever;

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

1. The proposed housing development consisting of the acquisition, construction and equipping of the Development described above in the City of Charlotte, Mecklenburg County, North Carolina by the Borrower and the issuance of the Authority’s multifamily housing revenue bonds therefor in an amount not to exceed \$20,800,000 are hereby approved for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately upon its passage.

Council member Egleston moved the passage of the foregoing resolution and Council member Driggs seconded the motion, and the resolution was passed by the following vote:

Ayes: Council members Eiselt, Ajmera, Winston, Phipps, Egleston, Graham, Watlington
Johnson, Newton, Bokhari, Driggs

Nays: None

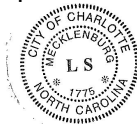
Not voting: N/A

* * * * *

CERTIFICATION

I, Stephanie C. Kelly, 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 14th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 542-548.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14th day of June 2021.



Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, MMC, NCCMC

Exhibit A

Certificate and Summary of Public Hearing

(Attached)

CERTIFICATE AND SUMMARY

The undersigned Executive Vice President of Development and the designated hearing officer of INLIVIAN hereby certifies as follows:

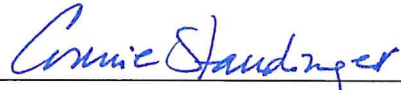
1. Notice of a public hearing (the "Hearing") to be held on May 5, 2021, with respect to the issuance of bonds by INLIVIAN for the benefit of Union at Tryon, LP, an Indiana limited partnership, or an affiliate or subsidiary thereof (the "Borrower") was published on April 26, 2021, in *The Charlotte Observer*.
2. I was the hearing officer for the Hearing.
3. The following is a list of names and addresses of all persons who spoke at the Hearing:

None

4. The following is a summary of the oral comments made at the Hearing:

None

IN WITNESS WHEREOF, my hand this 5th day of May, 2021.



Connie Staudinger, Hearing Officer

RESOLUTION

Authorize the CEO to Provide Preliminary Approval to Issue Revenue Bonds to Finance the Acquisition, Construction and Equipping of an Affordable Housing Development to be known as Union at Tryon

WHEREAS, Union Development Holdings, LLC, an Indiana limited liability company, or an affiliated or related entity (the “Borrower”), has requested that INLIVIAN (the “Authority”) assist it in financing the acquisition, construction and equipping of a 200-unit multifamily housing development to be known as Union at Tryon and located East of North Tryon Street between Shopping Center Drive and Hampton Church Road in Charlotte, North Carolina (the “Development”); and

WHEREAS, the Borrower has described to the Authority the benefits of the Development to the City of Charlotte and the State of North Carolina and has requested the Authority to agree to issue its revenue bonds in such amounts as may be necessary to finance the costs of acquiring, constructing and equipping the Development; and

WHEREAS, the Authority is of the opinion that the Development is a facility which can be financed under the Act and that the financing of the same will be in furtherance of the purposes of the Act;

NOW, THEREFORE, BE IT RESOLVED BY INLIVIAN:

1. It is hereby found and determined that the Development will involve the acquisition, construction and equipping of a housing facility to serve persons of low and moderate income, and that therefore, pursuant to the terms and subject to the conditions hereinafter stated and the Act, the Authority agrees to assist the Borrower in every reasonable way to issue bonds to finance the acquisition, construction and equipping of the Development, and, in particular, to undertake the issuance of the Authority’s revenue bonds (the “Bonds”) in one or more series in an aggregate amount now estimated not to exceed Twenty-Five Million Dollars (\$25,000,000) to provide all or part of the cost of the Development.

2. The Authority intends that the adoption of this resolution be considered as “official action” toward the issuance of the Bonds within the meaning of Treasury Regulations Section 1.150-2 promulgated by the Internal Revenue Service pursuant to the Internal Revenue Code of 1986, as amended (the “Code”).

3. The Bonds shall be issued in such series and amounts and upon such terms and conditions as are mutually agreed upon among the Authority and the Borrower. The Authority and the Borrower shall enter into a “financing agreement” pursuant to the Act for a term and upon payments sufficient to pay the principal of, premium, if any, and interest on the Bonds and to pay all of the expenses of the Authority in connection with the Bonds and the Development. The Bonds will be issued pursuant to an indenture or other agreement between the Authority and a trustee (the “Trustee”) or the bondholder which will set forth the form and terms of the Bonds and will assign to the Trustee for the benefit of the holders of the Bonds, or directly to the bondholder, the Authority’s rights to payments under the financing agreement. The Bonds shall not be deemed

to constitute a debt or a pledge of the faith and credit of the State of North Carolina or any political subdivision or agency thereof, including the Authority and the City of Charlotte, but shall be payable solely from the revenues and other funds provided under the proposed agreements with the Borrower.

4. The Authority will proceed, upon the prior advice, consent and approval of the Borrower, bond counsel and the Authority's counsel, to obtain approvals in connection with the issuance and sale of the Bonds, including, without limitation, from the City of Charlotte and, if applicable, the North Carolina Local Government Commission.

5. It having been represented to the Authority that it is desirable to proceed with the acquisition, construction and equipping of the Development, the Authority agrees that the Borrower may proceed with plans for such acquisition, construction and equipping, enter into contracts for the same, and take such other steps as it may deem appropriate in connection therewith, provided that nothing herein shall be deemed to authorize the Borrower to obligate the Authority without its written consent in each instance to the payment of any monies or the performance of any act in connection with the Development and no such consent shall be implied from the Authority's adoption of this resolution. The Authority agrees that the Borrower may be reimbursed from the proceeds of the Bonds for all qualifying costs so incurred by it as permitted by Internal Revenue Service Regulations Section 1.150-2.

6. All obligations hereunder of the Authority are subject to the further agreement of the Authority and the Borrower, to satisfactory review by the Authority of the financial capability of the Borrower and satisfactory underwriting of the Development, and mutual agreement to the terms for the Bonds, including the execution of a financing agreement, indenture, or security agreement and other documents and agreements necessary or desirable for the issuance, sale and delivery of the Bonds. The Authority has not authorized and does not authorize the expenditure of any funds or monies of the Authority from any source other than the issuance of the Bonds. All costs and expenses in connection with the financing and the acquisition, construction and equipping of the Development and the issuance of the Bonds, including the reasonable fees and expenses of the Authority, the Authority's counsel, bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower, but if for any reason the Bonds are not issued, all such expenses shall be paid by the Borrower and the Authority shall have no responsibility therefor. It is understood and agreed by the Authority and the Borrower that nothing contained in this resolution shall be construed or interpreted to create any personal liability of the officers or commissioners from time to time of the Authority.

7. The officers of the Authority are hereby authorized and directed to take all actions in furtherance of the issuance of the Bonds, including calling for a public hearing with respect to the financing of the Development through the issuance of the Bonds.

8. McGuireWoods LLP, Raleigh, North Carolina, shall act as bond counsel for the Bonds.

9. This resolution shall take effect immediately upon its passage.

RECORDING OFFICER'S CERTIFICATION

I, A. Fulton Meachem, Jr., the duly appointed Secretary of INLIVIAN, do hereby certify that this Resolution was properly adopted at a regular meeting held August 18, 2020.

(SEAL)

By: 
A. Fulton Meachem, Jr., Secretary

**RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF
CLOSEBURN ROAD in the City of Charlotte, Mecklenburg County, North Carolina.**

Whereas, Delray at Southpark, LLC has filed a petition to close a portion of Closeburn Road in the City of Charlotte; and

Whereas, this portion of Closeburn Road, containing 6,664 square feet or 0.153 acres as shown in the map marked "Exhibit A" and is more particularly described by metes and bounds in the document marked "Exhibit B" all of which are available for inspection in the office of the City Clerk, CMGC, Charlotte, North Carolina; and

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.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of June 14, 2021, that it intends to close a portion of Closeburn Road and that said right-of-way (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held on Monday, the 9th day of August 2021, at 5:00 p.m. or as soon thereafter as practicable, at the Charlotte-Mecklenburg County Government Center, 600 East 4th Street, Charlotte, North Carolina by such method, including in a virtual manner, necessary in response to the COVID-19 global pandemic. Alternatively, written comments (of 375 words or less) may be submitted to the City Clerk's Office at cityclerk@charlottenc.gov, prior to August 10, 2021, at 11:59 p.m.

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

CERTIFICATION

I, Stephanie C. Kelly, 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 14th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 549.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES

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

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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 14th day of June 2021 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

CERTIFICATION

I, Stephanie C. Kelly, 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 14th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 550-551.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

June 14, 2021
Resolution Book 51, Page 551
Taxpayers and Refunds Requested

A, ANDY PETRO	8.00
ALLEN, MACY C	143.17
ALLEN, WILLIAM	143.17
ALLEN, WILLIAM	146.17
ALLEN, WILLIAM	224.35
BELLSOUTH TELECOMMUNICATIONS LLC	8,842.44
FLOWE, EDDIE JUNIOR	341.93
FLOWE, EDDIE JUNIOR	290.55
FLOWE, EDDIE JUNIOR	298.44
FLOWE, EDDIE JUNIOR	291.86
TEDLA, BINIAM WELDEYESUS	1.24
WILLIAMS, NEWTON	69.62

10,800.94

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

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the **Little Hope Creek Sanitary Sewer Improvements**; and

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

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

PROPERTY DESCRIPTION:

Amount necessary for the **Little Hope Creek Sanitary Sewer Improvements** Project estimated to **2,524 sq. ft. (0.06 ac.) Permanent Easement, plus 900 sq. ft. (0.02 ac.) Temporary Construction Easement** and any additional property or interest as the City may determine to complete the Project as it relates to **Tax Parcel No. 149-183-66**; said property currently owned by **Thomas M McHugh, Jr.** and or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

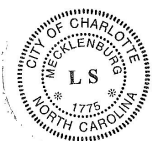
Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

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

CERTIFICATION

I, Stephanie C. Kelly, 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 14th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 552.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for **BROWN GRIER ROAD IMPROVEMENT PROJECT**; and

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

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

PROPERTY DESCRIPTION:

Amount necessary for the **BROWN GRIER ROAD IMPROVEMENT PROJECT** estimated to be **2,339 sq. ft. (0.05 ac.) Fee Simple; 462 sq. ft. (0.01 ac.) Storm Drainage Easement; and 7,353 sq. ft. (0.17 ac.) Temporary Construction Easement** and any additional property or interest as the City may determine to complete the Project as it relates to Tax Parcel No. **201-471-06, 201-471-08 and 201-471-09**, said property currently owned by **Christy Joy NC Partners, LP; Registered Holders of GS Mortgage Securities Corporation II, Multifamily Mortgage Pass-Through Certificates, Series 2020-KF86, Beneficiary; Texas Capital Bank, National Association, Beneficiary; NorSouth Construction of Georgia, Inc., Possible Judgment Creditor**, and or their owners' successors in interest.

ESTIMATED JUST COMPENSATION:

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

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

CERTIFICATION

I, Stephanie C. Kelly, 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 14th day of June 2021, the reference having been made in Minute Book 153 and recorded in full in Resolution Book 51, Page(s) 553.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 14th day of June 2021.



Stephanie C. Kelly, City Clerk, MMC, NCCMC