

RESOLUTION TO CLOSE AN ALLEYWAY OFF RIDGECREST AVENUE AND ELLSWORTH ROAD IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

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WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close an Alleyway off Ridgecrest Avenue and Ellsworth Road which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close an Alleyway off Ridgecrest Avenue and Ellsworth Road to be sent by registered or certified mail to all owners of property adjoining said right-of-way and prominently posted a notice of the closing and public hearing in at least two places along said street or alleys, all as required by G.S.160A-299; and

WHEREAS, the city may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to G.S.160A-299; and

WHEREAS, the public hearing was held on the 26<sup>th</sup> day of September 2022, and City Council determined that closing an Alleyway off Ridgecrest Avenue and Ellsworth Road is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to their or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of September 26, 2022, that the Council hereby orders the closing an Alleyway off Ridgecrest Avenue and Ellsworth Road in the City of Charlotte, Mecklenburg County, North Carolina 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 attached hereto and made a part hereof.

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, 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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 299-301.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.

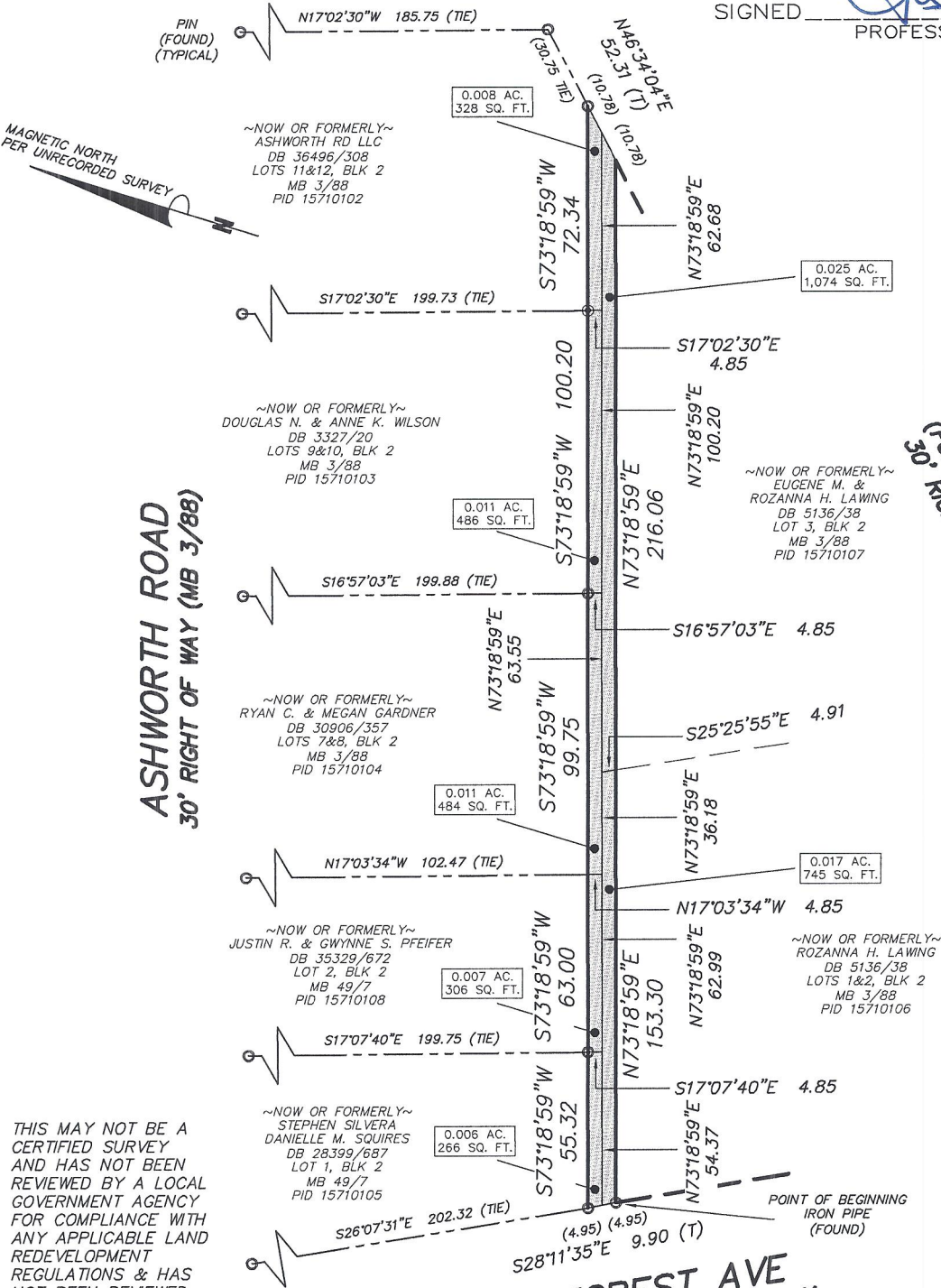


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Stephanie C. Kelly, City Clerk, MMC, NCCMC

THIS IS TO CERTIFY THAT ON THE 9th DAY OF NOVEMBER 2021, AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES ARE AS SHOWN HEREON.  
REVISED DECEMBER 14, 2021  
REVISED MARCH 25, 2022 - AREA TOTAL

SIGNED \_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR



THIS MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND REDEVELOPMENT REGULATIONS & HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR MAPS



SURVEYED FOR \_\_\_\_\_  
MAP RECORDED IN BOOK 3 AT PAGE 88 DEED RECORDED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DRAWN BY RD FIELD WORK MB,MM FIELD BOOK # \_\_\_\_\_

CAROLINA SURVEYORS, INC  
P.O. BOX 267  
PINEVILLE, N.C. 28134  
(704) 889-7601  
FAX: (704) 889-7614  
CERTIFICATE OF AUTHORIZATION  
NC: C-1242 SC: 886  
CARLSON\2021\Ashworth Rd #630  
2021\A\Ashworth Rd #630  
PROJECT: 21-0443

Exhibit B

Alley Abandonment along Ashworth Road

Beginning at an iron pipe found along the easterly margin of Ridgecrest Avenue in the City of Charlotte, Mecklenburg County, North Carolina; thence along the northerly line of Lot 2, Block 2 as recorded in Map Book 3, Page 88 in the Mecklenburg County Registry a bearing of  $N73^{\circ}18'59''E$  and a distance of 369.36' to a point on the northerly margin of Ellsworth Road; thence along said right of way a bearing of  $N46^{\circ}34'04''E$  and a distance of 21.56' to a point; thence along the southern line of Lot 12, Block 2 of Map Book 3, Page 88 a bearing of  $S73^{\circ}18'59''W$  and a distance of 390.61' to a point along the easterly margin of Ridgecrest Avenue; thence along said right of way a bearing of  $S28^{\circ}11'35''E$  and a distance of 9.90' to the point of beginning, containing 0.085 acre, more or less.

RESOLUTION TO CLOSE THE OLD ALIGNMENT OF RIDGE ROAD OFF LAWRENCE GRAY ROAD IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

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WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close the Old Alignment of Ridge Road which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close the Old Alignment of Ridge Road Off Lawrence Gray Road to be sent by registered or certified mail to all owners of property adjoining said right-of-way and prominently posted a notice of the closing and public hearing in at least two places along said street or alleys, all as required by G.S.160A-299; and

WHEREAS, the city may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to G.S.160A-299; and

WHEREAS, an easement shall be reserved in favor of the City of Charlotte over, upon, and under the area petitioned to be abandoned to access (ingress, egress, and regress), maintain, install, protect, operate, add to, modify, and replace Charlotte Water facilities, the existing facilities are noted on the attached map marked "Exhibit A"; and

WHEREAS, the public hearing was held on the 26<sup>th</sup> day of September 2022, and City Council determined that closing the Old Alignment of Ridge Road Off Lawrence Gray Road is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to their or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of September 26, 2022, that the Council hereby orders the closing the Old Alignment of Ridge Road Off Lawrence Gray Road in the City of Charlotte, Mecklenburg County, North Carolina 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 attached hereto and made a part hereof.

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, 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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 302-305.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.

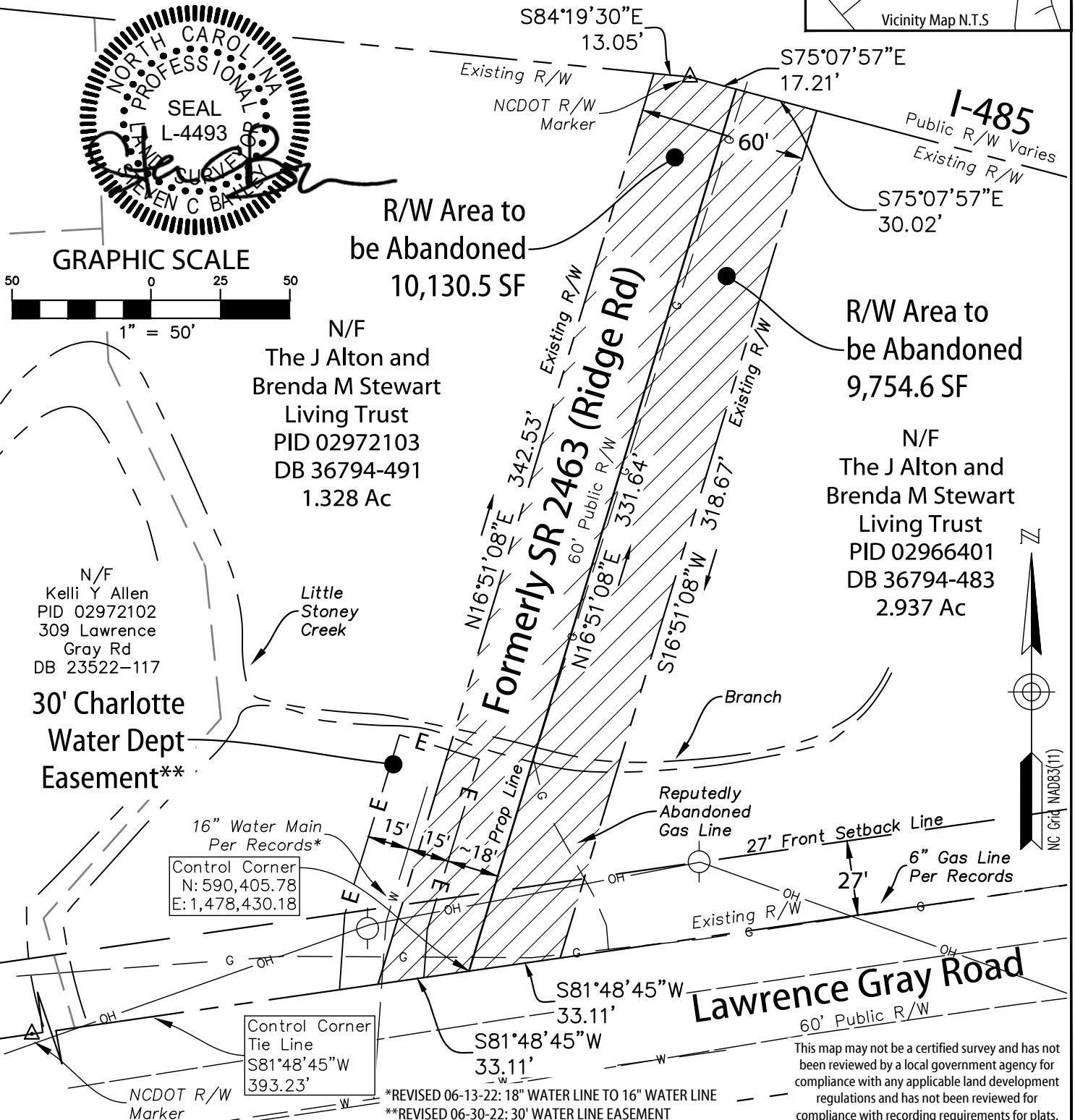
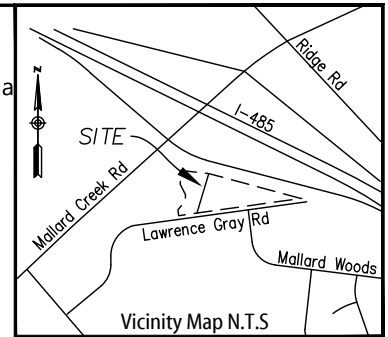


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Stephanie C. Kelly, City Clerk, MMC, NCCMC

## Notes:

- The purpose of this map is to graphically depict the abandonment of right of way.
- Parcel boundary lines, utility lines, and cultural/topographic features shown hereon referenced to a map prepared by DRMP, Inc titled "Boundary Survey for The North Carolina Department of Transportation" dated Sept 21, 2020 and are shown for information purposes only.
- Coordinates shown hereon referenced to NC Grid NAD83(2011).
- This map is not a boundary survey and is not to be used for conveyances of property.
- Areas by coordinate method.
- See Sheet 2 of 2 for right of way legal description and surveyor's certification.



## Right of Way Abandonment Exhibit A

Mallard Creek Township- City of Charlotte - Mecklenburg Co

SURVEY FOR: The J Alton and Brenda M Stewart Living Trust  
11018 Dogwood Ln - Huntersville, NC 28078

Field By:	----	Sheet No:	1 of 2	Job No:	22-0198.000
Drawn By:	SCB	-----	----	Date:	04-21-2022
Checked By:	----	NC Firm No:	C-2213	Scale:	1' = 50'



4235 South Stream Boulevard Suite 150 Charlotte, NC 28217



## Surveyor's Certificate

Resolution Book 53, Page 305

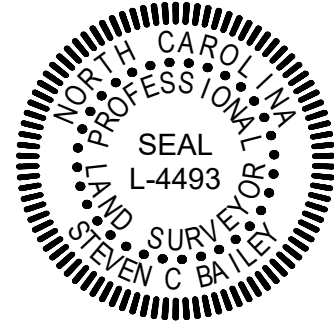
I, Steven C Bailey, certify that this exhibit was prepared under my supervision; that this exhibit was prepared for the purpose of depicting a Right-of-Way Abandonment only; and that this exhibit is not intended to be a boundary survey of the properties shown hereon.



Steven C Bailey, NC PLS L-4493

Date: 04-21-2022

Revised: 06-30-2022



**PARCEL I.D.#: 02972103 - Lawrence Gray Road, Charlotte. NC 28262**  
**Mallard Creek Township, Mecklenburg County**

Being a portion of DB 36794 Pg 491, Mallard Creek Township, Mecklenburg County, North Carolina Registry of Deeds, and more particularly described as follows:

POINT OF BEGINNING being a computed point on the northern right of way for Lawrence Gray Road at its intersection with an existing 60' right of way formerly known as Ridge Road (SR 2463), said point being located N81°48'45"E - 393.23' from a 5/8" rebar and aluminum cap labeled "NC Department of Transportation Division of Highways Right of Way" (29.95' left of -Y25- Station 20+69.37 as shown on NCDOT Project R-2248E Sheet 33.1), said beginning point having NAD 83/NSRS 2011 coordinates of N:590,405.78', E:1,478,430.18'; thence from said POINT OF BEGINNING along the northern right of way for Lawrence Gray Road in a westerly direction **S81°48'45"W - 33.11'** to a point; thence leaving said right of way and along the right of way formerly known as Ridge Road (SR 2463) in a northerly direction **N16°51'08"E - 342.53'** to a point on the right of way for Interstate I-485; thence leaving the right of way formerly known as Ridge Road (SR 2463) and along the right of way for Interstate I-485 in an easterly direction **S84°19'30"E - 13.05'** to an existing 5/8" rebar and aluminum NCDOT R/W cap; thence continuing along said right of way in an easterly direction **S75°07'57"E - 17.21'** to a point on the common line between The J Alston and Brenda M Stewart Living Trust DB 36794 Pg 491 and The J Alston and Brenda M Stewart Living Trust DB 36794 Pg 483 and the right of way for Interstate I-485; thence leaving said right of way and along the common line between The J Alston and Brenda M Stewart Living Trust DB 36794 Pg 491 and The J Alston and Brenda M Stewart Living Trust DB 36794 Pg 483 in a southerly direction **S16°51'08"W - 331.67'** to the POINT OF BEGINNING and having an area of 10,130.5 SF more or less.

**PARCEL I.D.#: 02966401 - Lawrence Gray Road, Charlotte. NC 28262**  
**Mallard Creek Township, Mecklenburg County**

Being a portion of DB 36794 Pg 483, Mallard Creek Township, Mecklenburg County, North Carolina Registry of Deeds, and more particularly described as follows:

POINT OF BEGINNING being a computed point on the northern right of way for Lawrence Gray Road at its intersection with an existing 60' right of way formerly known as Ridge Road (SR 2463), said point being located N81°48'45"E - 393.23' from a 5/8" rebar and aluminum cap labeled "NC Department of Transportation Division of Highways Right of Way" (29.95' left of -Y25- Station 20+69.37 as shown on NCDOT Project R-2248E Sheet 33.1), said beginning point having NAD 83/NSRS 2011 coordinates of N:590,405.78', E:1,478,430.18'; thence from said POINT OF BEGINNING along a common line between The J Alston and Brenda M Stewart Living Trust DB 36794 Pg 491 and The J Alston and Brenda M Stewart Living Trust DB 36794 Pg 483 in a northerly direction **N16°51'08"E - 331.67'** to a point on the common line between The J Alston and Brenda M Stewart Living Trust DB 36794 Pg 491 and The J Alston and Brenda M Stewart Living Trust DB 36794 Pg 483 and the right of way for Interstate I-485; thence leaving said common point and along the right of way for Interstate I-485 in an easterly direction **S75°07'57"E - 30.02'** to a point; thence leaving said right of way and along the eastern right of way formerly known as Ridge Road (SR 2463) in a southerly direction **S16°51'08"W - 318.67'** to a point on the northern right of way for Lawrence Gray Road; thence leaving the right of way formerly known as Ridge Road (SR 2463) and along the northern right of way for Lawrence Gray Road in a westerly direction **S81°48'45"W - 30.11'** to the POINT OF BEGINNING and having an area of 9,754.6 SF more or less.

\*REVISED 06-13-22: 18" WATER LINE TO 16" WATER LINE

\*\*REVISED 06-30-22: 30" WATER LINE EASEMENT

## Right of Way Abandonment Exhibit B

Mallard Creek Township- City of Charlotte - Mecklenburg Co

SURVEY The J Alton and Breanda M Stewart Living Trust  
 FOR: 11018 Dogwood Ln - Huntersville, NC 28078

Field By:	----	Sheet No:	2 of 2	Job No:	22-0198.000
Drawn By:	SCB	-----	----	Date:	04-21-2022
Checked By:	----	NC Firm No:	C-2213	Scale:	n/a



4235 South Stream Boulevard Suite 150 Charlotte, NC 28217

## Officer Mia Goodwin Memorial Bridge

WHEREAS, Charlotte's first responders work day and night to keep the city safe and their service and willingness to work under difficult and extreme conditions is an inspiration to us all.

WHEREAS, Officer Mia Goodwin was born in Passaic, New Jersey, attended St. Mary's High School and received a Bachelor of Science from High Point University. Officer Goodwin was a six-year veteran of the Charlotte-Mecklenburg Police Department and was devoted to the city, her fellow officers and her family, including her husband, Brenton, a Charlotte firefighter, and three children.

WHEREAS, Officer Goodwin served Charlotte and the police department with dignity, honor and joy and stood as a nightly guardian of the city and influenced many lives with her kindness and professionalism.

WHEREAS, Officer Goodwin tragically lost her life while on duty on December 21, 2021 in an early morning accident involving two semi-trucks on Interstate 85. Officer Goodwin was assisting North Carolina Highway Patrol officers with traffic from an earlier semi-truck crash when the collision sent the trucks into police vehicles. She was 33 years old and had just returned to service days earlier from maternity leave.

WHEREAS, Officer Goodwin is the first female officer in the Charlotte-Mecklenburg Police Department's history to be killed in the line of duty. Her life and sacrifice inspired residents of the Charlotte region to show their love and support for her and her family and her memorial service was attended by hundreds of people throughout the Charlotte community and by law enforcement personnel from across the state.

NOW, THEREFORE, BE IT RESOLVED that this resolution is adopted by the Charlotte City Council in acknowledgement of the importance and value of Officer Goodwin's service to Charlotte and in support of the North Carolina Department of Transportation in the designation of the bridge located at the intersection of W.T. Harris and Interstate 85 in the State of North Carolina of the National System for Interstate and Defense Highways as the "Officer Mia Goodwin Memorial Bridge."

### **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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 306.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC





**RESOLUTION AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT FOR ACCESS TO AND SERVICE OF RADIO SYSTEM  
BETWEEN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY,  
TOWN OF MOORESVILLE AND IREDELL COUNTY**

**WHEREAS**, under North Carolina General Statutes §160A-461 and §153A-445, as amended, allow the City of Charlotte, Mecklenburg County, Iredell County and Mooresville to enter into an interlocal agreement regarding the provision of the fiber optic network; and

**WHEREAS**, Charlotte and Mecklenburg County currently share an 800 MHz trunked radio system consisting of eight primary Simulcast tower sites and related operations; and

**WHEREAS**, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region; and

**WHEREAS**, Charlotte has completed establishing the infrastructure necessary for regional voice communications interoperability with the support of several grants; and

**WHEREAS**, the Radio System supports public safety needs and provides service to various Charlotte and Mecklenburg County departments and other local government entities in the region; and

**WHEREAS**, Mooresville and Charlotte/Mecklenburg County have previously expanded the Radio System into Mooresville through connection with the Mooresville Radio Subsystem, and consolidated operation and management of the Radio System under the City of Charlotte, pursuant to an interlocal agreement; and

**WHEREAS**, Mooresville and Iredell County desire to contract for the provision of a fiber network to improve the radio console connectivity at Mooresville's Emergency Communications facility that will improve communications within Iredell County and with the Radio System;

**NOW, THEREFORE, BE IT RESOLVED** by the Charlotte City Council, in regular session assembled, that:

1. The above-referenced interlocal agreement between the City of Charlotte, Mecklenburg County, Iredell County and Mooresville to enter into an interlocal agreement is hereby approved, that the City Manager or designee is hereby authorized to execute such Agreement in substantially the form attached to this Resolution, and that the City Manager or designee is authorized to amend the Agreement to incorporate any future changes that Mecklenburg County, City of Mooresville, Iredell County and City of Charlotte may agree to from time to time regarding the radio service or support provided under the Agreement (Exhibit A), so long as such changes do not impose any costs on the County or City that are not subject to reimbursement by the Town of Mooresville.
2. This resolution supersedes any prior delegation of authority regarding the subjects of this resolution.
3. The City Council directs that this resolution be reflected in the minutes of the Charlotte City Council.

**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 26th day of September, 2022, the reference having been made in Minute Book 157, and recorded in full in Resolution Book 53, Page(s) 307-317.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26th day of September, 2022.



*Stephanie C. Kelly*

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Stephanie C. Kelly, City Clerk

**NORTH CAROLINA**

**IREDELL COUNTY**

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MOORESVILLE, THE CITY OF CHARLOTTE, THE COUNTY OF MECKLENBURG, AND THE COUNTY OF IREDELL REGARDING CORE FIBER CABLE FOR RADIO COMMUNICATIONS**

This Interlocal Agreement is entered into the date and year of its last execution by and between the Town of Mooresville (hereinafter "Mooresville"), the City of Charlotte (hereinafter "Charlotte"), the County of Mecklenburg (hereinafter "Mecklenburg County"), and the County of Iredell (hereinafter "Iredell County"), each individually a "Party" or collectively referred to herein as the "Parties," all of which are municipal corporations or a body politic organized under the laws of the State of North Carolina.

**WITNESSETH**

WHEREAS, Charlotte and Mecklenburg County currently share an 800 MHz trunked radio system consisting of eight primary Simulcast tower sites and related operations;

WHEREAS, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region;

WHEREAS, Charlotte has completed establishing the infrastructure necessary for regional voice communications interoperability with the support of several grants;

WHEREAS, the Radio System supports public safety needs and provides service to various Charlotte and Mecklenburg County departments and other local government entities in the region;

WHEREAS, Mooresville and Charlotte/Mecklenburg County have previously expanded the Radio System into Mooresville through connection with the Mooresville Radio Subsystem, and consolidated operation and management of the Radio System under the City of Charlotte, pursuant to an interlocal agreement;

WHEREAS, Mooresville and Iredell County desire to contract for the provision of a fiber network to improve the radio console connectivity at Mooresville's Emergency Communications facility that will improve communications within Iredell County and with the Radio System; and

WHEREAS, North Carolina General Statutes §§153A-445(a)(1) and 160A-460 authorize Charlotte/Mecklenburg County, Iredell County and Mooresville to enter into an interlocal agreement regarding the provision of the fiber optic network;

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

**Article 1. Authority**

- a. North Carolina General Statute § 160A-461 and § 153A-445 permit one or more units of local government to enter into contracts or agreements with each other in order to execute any undertaking.

- b. Mooresville and Charlotte are each municipal corporations organized under the laws of the State of North Carolina, having the powers, duties, privileges, and immunities conferred by law on towns in North Carolina. The County of Iredell and the County of Mecklenburg are each a body politic organized under the laws of the State of North Carolina, having the powers, duties, privileges, and immunities conferred by law on counties in North Carolina.

## **Article 2. Purpose**

- a. The purpose of this Agreement is to establish an interlocal agreement for the purposes of establishing a fiber network to improve the radio console connectivity at the Iredell County Emergency Communications facility (“ECOM”). The Town of Mooresville Fire Department (“MFD”) is dispatched by ECOM. The radio system is part of the UASI network and the CORE that controls the consoles and radio system is located in Matthews, North Carolina and is operated by the City of Charlotte.
- b. Iredell County currently provides and covers the cost of a microwave link for radio communications between its call center and the MFD radio site. The Parties hereto all acknowledge that the current microwave line has proven to be inadequate for the purposes it is used. Therefore, the Parties desire for Mooresville to obtain and cover the costs of a new fiber line running from Iredell County’s call center located in Statesville, North Carolina to the Charlotte call center in Matthews, North Carolina.

## **Article 3. Objectives**

- a. In order to improve ECOM services for MFD, and indirectly improve communications with the other parties’ emergency services, as well as to relieve Iredell County of the burden associated with the cost of maintaining the microwave line for MFD’s console uses, the Parties agree it is necessary to contract with a provider to install and operate core fiber cabling and services related thereto. The Parties hereto agree that the provider of said services shall be CenturyLink Communications, LLC dba Lumen Technologies Group (“Lumen”).
- b. The Parties hereto agree that the Town of Mooresville shall enter an agreement with Lumen for the installation and maintenance of fiber cabling, associated maintenance and service that shall ultimately benefit each of the parties hereto indirectly. Furthermore, the Parties hereto acknowledge and agree that although Mooresville will be listed as the contracting party on any agreement with Lumen and shall pay any initial installation and customary maintenance and/or service fees associated therewith, including any additional services such as E-Line Service or Local Access Service, for a thirty-six month period, that Iredell County, Mecklenburg County, and Charlotte will also reasonably cooperate with

Mooresville and Lumen as needed or requested to keep the fiber cabling in good working order and to maintain compliance with the terms of the agreement between Lumen and Mooresville insofar as the installation, troubleshooting, maintenance or de-installation of the cabling or other service provided requires their assistance or accommodation. By way of example and not limitation, Charlotte, Mecklenburg County, and/or Iredell County shall provide access to their respective properties, to the interior of their respective call centers and the use of walls, floors or ceilings (whether for access or as mounting areas) as is reasonably necessary to accomplish the objectives of this Agreement and the agreements between Mooresville and Lumen dated \_\_\_\_\_.

#### **Article 4. Manner of Appointing Personnel**

- a. Each Party hereto will appoint a staff member as point of contact to represent their town, city or county, as to any requirements or other matters relating to this Agreement or the aforementioned agreement with Lumen. Notwithstanding the foregoing, any formal or legal actions beyond granting access and reasonable accommodation or assistance as needed, such as any amendment to the agreement, any action upon default or any termination of this Agreement by the parties shall be taken by the governing board of each Party.

- b. The appointed staff member to represent each Party is listed below. Should any Party wish to change its appointee or if any appointee is no longer willing or able to serve, then that Party shall make another appointment and notify the other Parties hereto regarding the same in a writing signed by an authorized signatory.

Mooresville's Appointee: Curt Deaton, Fire Chief

Iredell County's Appointee: Candy Miller, Emergency Communications Director

Charlotte's Appointee: Rafael Quintero, Wireless Communications Manager

Mecklenburg County's Appointee: George Dunlap, Chairman of the County Board of Commissioners

#### **Article 5. Term**

- a. This Agreement shall begin upon the date the last Party executes this Agreement and end twelve months from that date, to be automatically renewed for two consecutive twelve month terms unless such time shall be extended by written agreement signed by all Parties hereto or written notice of nonrenewal is given to all parties no less than sixty days prior to the end of the term.

#### **Article 6. Amendment and Termination**

- a. This Agreement may only be amended by a written agreement signed by all Parties.
- b. This Agreement may be terminated by Mooresville at any time and for any reason upon thirty (30) days written notification to all Parties or by Charlotte, Mecklenburg County or Iredell County for any reason upon sixty (60) days written notice to all remaining Parties.

#### **Article 7. Funding**

- a. Funding for the Lumen contract and the costs for services related thereto shall be provided solely by Mooresville.
- b. Iredell County, Mecklenburg County, and Charlotte shall contribute use of their property and facilities in such manner as is reasonably necessary to enable the fiber cabling to be installed and maintained during the term of this Agreement. Iredell County, Mecklenburg County, and Charlotte shall also be responsible for the funding of any non-recurring fees or costs charged under the Lumen Contract to Mooresville if said charge or fee is caused by the actions or inaction of such Party.
- c. No revenues are expected to be received with regard to this Agreement.

#### **Article 8. Ownership and Disposition**

Any equipment placed on Charlotte, Iredell County, or Mecklenburg County property by Lumen or Mooresville shall remain the property of Lumen or Mooresville, as the case may be. Any ownership in equipment purchased in association with the Lumen contract shall be the sole property of Mooresville, regardless of whether the same is located on one of the other Party's property. Upon termination of the Agreement, the Parties agree to allow the owner of property access to remove the same, and further agree to cooperate and assist in any reasonable manner requested to return the same to owner.

#### **Article 9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal action, suit or proceeding arising out of or related to this Agreement shall be instituted in the state courts of Iredell County, North Carolina. The Parties hereto irrevocably submit to the exclusive jurisdiction of such court in any legal suit, action or proceeding and waives any defenses it may have based on jurisdiction or venue.

#### **Article 10. Enforceability**

In the event any court of competent jurisdiction shall hold any provision of this



agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

**Article 11. Notices**

All notices and communications shall be in writing and deemed to be given when sent by U.S. Mail, postage prepaid, or delivered personally to each of the parties as follows:

Town of Mooresville:

Town of Mooresville  
Attention: Town Manger  
413 N. Main Street  
Mooresville, NC 28115

With a copy to: Mrs. Sharon T. Crawford  
Town Attorney  
413 N. Main Street  
Mooresville, NC 28115

County of Iredell: Candy Miller  
Emergency Communications Director  
PO Box 788  
Statesville, NC 28677

City of Charlotte: Reenie Askew  
Assistant City Manager  
600 E. 4<sup>th</sup> Street, 9<sup>th</sup> Floor  
Charlotte, NC 28202

County of Mecklenburg: George Dunlap  
Chairman of the County Board of Commissioners  
600 E. 4<sup>th</sup> Street  
Charlotte, NC 28202

**Article 12. Survival.**

Those Sections of this Agreement which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

**Article 13. Familiarity and Compliance with Laws and Ordinances.**

In performing their obligations pursuant to this Agreement, the parties shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all

governmental bodies, agencies, authorities, and courts having jurisdiction.

**Article 14. Construction of Terms.**

Each of the Parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties.

**Article 15. Indemnification.**

To the extent permitted by applicable law, each Party (as the "Indemnifying Party") agrees to protect, defend, indemnify and hold the other Parties, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligence or intentional misconduct of the Indemnifying Party, its officers, employees, subcontractors or agents. To the extent permitted by applicable law, the Indemnifying Party further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**Article 16. Limitation of Liability and Exclusion of Remedies.**

To the fullest extent permitted by law, and except as expressly provided in this Agreement, no Party shall be liable to the other Parties to this Agreement or to any third party for any consequential, indirect, special damages, lost profits or attorneys' fees in connection with any matters relating to this Agreement, and all Parties hereto waive any right they may have under this Agreement, at law or in equity to recover such damages, profits or fees from such other Party.

**Article 17. No Third Party Beneficiaries.**

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Charlotte, Mecklenburg County, Iredell County, and Mooresville.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, by authority duly given, on the day and year first above written.

Adopted by each Party on the date and year as indicated below, to be effective on the date of its last adoption.

**TOWN OF MOORESVILLE**

**By:** \_\_\_\_\_

**Miles Atkins, Mayor**

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Genevieve Glaser, Town Clerk

Date: \_\_\_\_\_

[Town Seal]

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

\_\_\_\_\_

Evans Ballard, Acting Chief Financial Officer

Date: \_\_\_\_\_

**COUNTY OF IREDELL**

By: \_\_\_\_\_  
Beth Mull, Town Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Amy Anderson, Clerk to the Board

Date: \_\_\_\_\_

[County Seal]

**CITY OF CHARLOTTE**

By: \_\_\_\_\_  
Reenie Askew, Assistant City Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[City Seal]

No pre-audit is required by the Local Government Budget and Fiscal Control Act because the Agreement does not obligate the County of Iredell to expend funds in the current fiscal year.

No pre-audit is required by the Local Government Budget and Fiscal Control Act because the Agreement does not obligate the City of Charlotte to expend funds in the current fiscal year.

\_\_\_\_\_  
(Signature of finance officer)

Date: \_\_\_\_\_  
Debra Cheek  
\_\_\_\_\_  
(Name of finance officer)

\_\_\_\_\_  
(Signature of finance officer)

Date: \_\_\_\_\_  
Brad Dunkle  
\_\_\_\_\_  
(Name of finance officer)

**County of Mecklenburg**

**By:** \_\_\_\_\_

George Dunlap, Chairman of the County Board of Commissioners

**Date:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

Kristine Smith, Clerk to the Board

**Date:** \_\_\_\_\_

No pre-audit is required by the Local Government Budget and Fiscal Control Act because the Agreement does not obligate Mecklenburg County to expend funds in the current fiscal year.

\_\_\_\_\_  
(Signature of finance officer)

**Date:** \_\_\_\_\_

David Boyd

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA  
ON SEPTEMBER 26, 2022**

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

**WHEREAS**, North Carolina General Statutes Section 160A-280 authorizes the City to donate surplus personal property belonging to the City to nonprofit organizations incorporated within the United States pursuant to a Resolution adopted after the posting of a public notice of such Resolution at least five (5) days prior to its adoption; and

**WHEREAS**, the City of Charlotte owns three (3) vehicles, a gray 2011 Dodge Charger, a gray 2014 Ford Explorer Interceptor, and a black 2011 Ford Crown Victoria which are surplus, obsolete, or unused property and have been determined as eligible for conveyance pursuant to North Carolina law to an eligible nonprofit organization;

**NOW, THEREFORE, BE IT RESOLVED** by the Charlotte City Council that:

1. The Chief of the Charlotte-Mecklenburg Police Department, or the Chief's designee, is hereby authorized to create and execute such documents as may be or become necessary in order to convey full legal ownership of said vehicles to Johnson C. Smith University Police Department ("JCSU"). JCSU shall bear and pay any and all costs or expenses which may be incurred in the transfer of ownership of said vehicles to JCSU.

The City shall donate said vehicles to JCSU only upon the conditions and subject to the execution of covenants by JCSU PD that:

- A. it shall at all times use and maintain said vehicles solely for the provision of campus law enforcement services and the pursuit of recognized "public purposes", it performs as a part of its nonprofit activities;
- B. it shall bear and pay any and all costs or expenses which may be incurred as a result of JCSU's ownership or use of the vehicles;
- C. at such time it shall deem the vehicles to be unsuitable for further use, JCSU PD shall dispose of them and shall apply any net proceeds derived from their disposition solely to provide further on campus law enforcement services.

2. JCSU acknowledges that its representatives have heretofore inspected said vehicles to their satisfaction. The City shall convey, and JCSU shall accept, said vehicles in "as is" condition, without restriction or limitation, and without warranty of fitness for a particular purpose or other warranty of any kind.

3. Upon and following the said conveyance, the City shall thereafter bear no obligation or responsibility of any type or kind relating to the use, maintenance, expense, or ownership of said vehicles, and all such expenses shall be the sole responsibility of JCSU.



4. By executing the contractual "Agreement" of conveyance to be provided by the city, JCSU agrees that they have thereupon waived, forgone and forfeited any and all present or future claims against the City arising out of JCSU's ownership and use of said vehicles thereafter.

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the forgoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 26th day of September, 2022. The reference having been made in Minute Book 157, and recorded in full in Resolution Book 53, Page(s) 318-319.

Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the 26th day of September, 2022.



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Stephanie C. Kelly, City Clerk

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH  
CAROLINA ON SEPTEMBER 26, 2022**

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

WHEREAS, The City of Charlotte has need for and intends to construct, plan for, or conduct a study for projects described as *RL Smith Nature-Based Stormwater Retrofit, I-277 Nature-Based Stormwater Retrofit, Upper Little Sugar and Irwin Creek Nature-Based Stormwater Retrofit Project Atlas, and the Dobson Flood Mitigation Initiative, and*

WHEREAS, The City of Charlotte intends to request State loan and/or grant assistance for the projects

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

That City of Charlotte, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Charlotte to make a scheduled repayment of the loan, to withhold from the City of Charlotte any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Daryl Hammock, City of Charlotte Assistant Stormwater Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 26<sup>th</sup> day of September 2022 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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 320-321.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.



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Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF  
CITY PROPERTY

WHEREAS, the City of Charlotte owns property more particularly identified as tax parcel number 073-151-10 at 518 W. 4<sup>th</sup> Street in Charlotte, North Carolina (the "Site"); and

WHEREAS, until such time that construction begins at the Site to advance the Charlotte Gateway Station project, Preferred Parking Service, LLC desires to lease an approximately 0.72 acre portion of the Site (the "Property") for operation of commercial parking lot, for a one-year term with two one-year renewal options; and

WHEREAS, in consideration of the lease Preferred Parking Service, LLC has agreed to pay rent of \$15,791 a month (\$189,492 per year) for the first year and 3 percent annual rent rate increases thereafter during the lease term; and

WHEREAS, North Carolina General Statute § 160A-272 and Charlotte City Charter § 8.131 give the City the right and option to lease the Property for its own benefit upon such market terms and conditions as it determines; and

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

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

THE CITY COUNCIL HEREBY APPROVES THE LEASE OF THE CITY PROPERTY DESCRIBED ABOVE TO PREFERRED PARKING SERVICE, LLC UPON THE TERMS AND CONDITIONS SET FORTH HEREIN, AND AUTHORIZES THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL INSTRUMENTS NECESSARY TO THE LEASE.


THIS THE 26th DAY OF September, 2022.

**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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 322.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.



  
\_\_\_\_\_  
Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION PROVIDING APPROVAL OF INLIVIAN'S ISSUANCE OF ITS MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$30,000,000 FOR THE FINANCING OF A MULTIFAMILY HOUSING FACILITY TO BE KNOWN AS CREEKRIDGE ON THE PARK APARTMENTS IN THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, the City Council (the "City Council") of the City of Charlotte (the "City") met in Charlotte, North Carolina at 6:30 p.m. on the 26<sup>th</sup> day of September, 2022; and

WHEREAS, INLIVIAN (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$30,000,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by Charlotte Leased Housing Associates II, LLP, a Minnesota limited liability limited partnership, or an affiliated or related entity (the "Borrower"), of a multifamily residential rental facility to be known as Creekridge on the Park Apartments (the "Development"); and

WHEREAS, the Development will consist of approximately 150 units and related facilities, located at approximately 7800 Creekridge Road 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 August 10, 2022, 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 Issuer's 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 issuance of the Issuer's multifamily housing revenue bonds for the proposed housing development consisting of the acquisition, construction and equipping of the Development described above in the City of Charlotte, North Carolina by the Borrower and

in an amount not to exceed \$30,000,000 is hereby approved for purposes of Section 147(f) of the Code.

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

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

Ayes: Council members Winston, Ajmera, Anderson, Bohari, Driggs, Graham, Johnson, Mayfield, Mitchell, Molina, Watlington

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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 323-330.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.



*Stephanie C. Kelly*

Stephanie C. Kelly, City Clerk, MMC, NCCMC



**Exhibit A**

**Certificate and Summary of Public Hearing**

(Attached)

### CERTIFICATE AND SUMMARY

The undersigned designated hearing officer of INLIVIAN hereby certifies as follows:

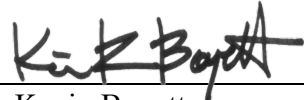
1. Notice of a public hearing (the "Hearing") to be held on August 10, 2022, with respect to the issuance of bonds by INLIVIAN for the benefit of Charlotte Leased Housing Associates II, LLP, a Minnesota limited liability limited partnership, or an affiliate or subsidiary thereof (the "Borrower") was published on August 2, 2022, 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 10<sup>th</sup> day of August, 2022.

By:   
Name: Kevin Boyett  
Title: Hearing Officer

## **RESOLUTION**

### **PROVIDE PRELIMINARY APPROVAL TO ISSUE REVENUE BONDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A NEW AFFORDABLE HOUSING DEVELOPMENT TO BE KNOWN AS CREEKRIDGE ON THE PARK APARTMENTS**

**WHEREAS**, Charlotte Leased Housing Associates II, LLLP, a Minnesota limited liability limited partnership, or an affiliated or related entity (the “Borrower”), has requested that INLIVIAN (the “Authority”) assist in financing the acquisition, construction and equipping of a 198-unit multifamily housing development to be known as Creekridge on the Park Apartments and located at 7800 Creekridge 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 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 Thirty Million Dollars (\$30,000,000) 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 November 16, 2021.

By:   
A. Fulton Meachem, Jr., Secretary

## **MEMORANDUM**

DATE: September 13, 2022  
TO: The City of Charlotte  
FROM: INLIVIAN/HDP  
RE: The Issuance of a Multifamily Note for Creekridge on the Park



In October of 2021, Dominion Holdings I, LLC, a Minnesota, limited liability company, or an affiliated or related entity (the “Borrower”), requested that INLIVIAN assist in financing the acquisition, construction, and equipping of a 198-unit multifamily housing development to be known as Creekridge on the Park Apartments and located at 7800 Creekridge Road in Charlotte, North Carolina.

An Inducement Resolution for the issuance of revenue bonds (“Bonds”) in an amount estimated not to exceed \$30,000,000 was adopted and approved by INLIVIAN on November 16, 2021.

At the time of application submission and adoption of the Inducement Resolution, the Borrower’s business plan involved potentially purchasing an adjacent parcel, which would allow for additional units. However, the Borrower could not purchase the additional parcel; therefore, the unit mix decreased from 198 units to 150 units, given the smaller acreage. Despite the lower unit count, the amount of Bonds needed to finance the project has not changed.

The Borrower notified INLIVIAN of the changes, and the unit mix has been adjusted accordingly. The new unit count is reflected in the Findings and Final Resolutions slated for approval at the September 20, 2022, INLIVIAN Board of Commissioners meeting.

Please contact Kevin Boyett at [kboyett@hdproperties.org](mailto:kboyett@hdproperties.org) with additional questions.



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION  
OF ANNEXATION PURSUANT TO G.S. 160A-31  
RIVER DISTRICT PRESERVE EAST AREA ANNEXATION**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

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

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held during a meeting at the Charlotte-Mecklenburg Government Center at 6:30 p.m. on October 24, 2022.

Section 2. The area proposed for annexation is described as follows:

**LEGAL DESCRIPTION**

BEGINNING at a point marking the northeastern corner of Crescent Communities II, LLC (now or formerly) as described in Deed Book 32809, page 788 of the Mecklenburg County Registry and along the westerly line of Gretchen Marsh Johnston & Hunter Johnston McLawhorn, Trustees of the Credit Shelter Trust Created Under Item V of The John Sikes Johnston Revocable Trust Agreement (now or formerly) as described in Deed Book 9939, page 86; THENCE with the northerly line of Crescent Communities II, LLC and with the current limits of the City of Charlotte the following eight (8) courses and distances: 1) South 67 degrees 21 minutes 00 seconds West, a distance of 394.40 feet to a point; 2) THENCE North 28 degrees 14 minutes 41 seconds West, a distance of 356.27 feet to a point; 3) THENCE South 61 degrees 45 minutes 22 seconds West, a distance of 67.00 feet to a point; 4) THENCE South 28 degrees 14 minutes 41 seconds East, a distance of 343.06 feet to a point; 5) THENCE South 74 degrees 17 minutes 55 seconds West, a distance of 198.98 feet to a point; 6) THENCE South 59 degrees 03 minutes 17 seconds West, a distance of 225.78 feet to a point; 7) THENCE South 36 degrees 48 minutes 36 seconds West, a distance of 186.09 feet to a point; 8) THENCE South 84 degrees 00 minutes 47 seconds West, a distance of 180.99 feet to a point; THENCE with the new line of Crescent River District, LLC as shown on Map Book 70, page 652 and leaving the current limits of the City of Charlotte the following eighteen (18) courses and distances: 1) South 83 degrees 56 minutes 33 seconds West, a distance of 843.58 feet to a point; 2) THENCE North 42 degrees 59 minutes 07 seconds West, a distance of 204.55 feet to a point; 3) THENCE North 43 degrees 06 minutes 38 seconds East, a distance of 136.11 feet to a point; 4) THENCE North 50 degrees 33 minutes 35 seconds East, a distance of 179.52 feet to a point; 5) THENCE North 36 degrees 34 minutes 54 seconds East, a distance of 137.74 feet to a point; 6) THENCE North 01 degrees 04 minutes 13 seconds West, a distance of 336.70 feet to a point; 7) THENCE North 37 degrees 29 minutes 14 seconds East, a distance of 388.51 feet to a point; 8) THENCE North 07 degrees 59 minutes 37 seconds East, a distance of 186.34 feet to a point; 9) THENCE North 14 degrees 05 minutes 25 seconds East, a distance of 176.56 feet to a point; 10) THENCE North 77 degrees 44 minutes 44 seconds East, a distance of 171.89 feet to a point; 11) THENCE North 25 degrees 05 minutes 36 seconds East, a distance of 131.52 feet to a point; 12) THENCE North 40 degrees 20 minutes 31 seconds East, a distance of 129.53 feet to a point; 13) THENCE North 71 degrees 12 minutes 42 seconds East, a distance of 389.45 feet to a point; 14) THENCE North 58 degrees 37 minutes 55 seconds East, a distance of 314.13 feet to a point; 15) THENCE North 47 degrees 09 minutes 13 seconds East, a distance of 261.25 feet to a point; 16) THENCE North 48 degrees 44 minutes 48 seconds East, a distance of 133.11 feet to a point; 17) THENCE North 28 degrees 54 minutes 22 seconds East, a distance of 201.57 feet to a point; 18) THENCE North 14 degrees 01 minutes 51 seconds East, a distance of 460.96 feet to a point in the centerline of Sadler Road, an apparent 60-foot public right of way; THENCE with the centerline of Sadler Road South 69 degrees 25 minutes 48 seconds East, a

distance of 261.30 feet to a point; THENCE leaving the centerline of Sadler Road and with the westerly lines of Christopher Harris & Robin Harris (now or formerly) as described in Deed Book 10646, page 185 and James E. Watt & Lafreda M. Watt (now or formerly) as described in Deed Book 5213, page 236 South OS degrees 31 minutes 40 seconds West, a distance of 963.65 feet to an existing ½" iron pin, passing an existing rebar at 17.22 feet, marking the southwestern corner of James E. Watt & Lafreda M. Watt and the northwestern corner of Gretchen Marsh Johnston & Hunter Johnston Mclawhorn, Trustees of the Credit Shelter Trust Created Under Item V of The John Sikes Johnston Revocable Trust Agreement; THENCE with the westerly line of Gretchen Marsh Johnston & Hunter Johnston Mclawhorn, Trustees of the Credit Shelter Trust Created Under Item V of The John Sikes Johnston Revocable Trust Agreement South 05 degrees 42 minutes 30 seconds West, a distance of 1263.20 feet to the POINT OF BEGINNING, having an area of 70.957 Acres, more or less.

Section 3. Notice of the public hearing shall be published in the *Mecklenburg Times*, a newspaper having general circulation in the City of Charlotte, at least ten (10) days prior to the date of the public hearing.

### **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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 331-332.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.



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Stephanie C. Kelly, City Clerk, MMC, NCCMC

**RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE AN UNOPENED PORTION OF WHITTINGTON STREET** in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, SDP Acquisitions I, LLC has filed a petition to close an Unopened Portion of Whittington Street in the City of Charlotte; and

Whereas, an Unopened Portion of Whittington Street containing 5,970.38 square feet or 0.137 acres as shown in the map marked “Exhibit A” and are 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.

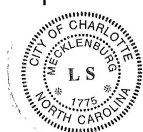
Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of September 26, 2022, that it intends to close an Unopened Portion of Whittington Street and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the closure of an Unopened Portion of Whittington Street, to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, the 24<sup>th</sup> day of October 2022 at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. All interested parties are invited to present comments at the public hearing regarding the closure of an Unopened Portion of Whittington Street. To speak at the public hearing, please all the City Clerk’s office at 704-336-2248 or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>, or sign up in-person with the City Clerk prior to the start of the public hearing. Anyone requiring special accommodations or information in an alternative format, please email [charlotteada@charlottenc.gov](mailto:charlotteada@charlottenc.gov) or call 704-336-5271.

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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 333.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF THE ALLEYWAY OFF OF ROZZELLES FERRY ROAD, LAKEWOOD AVENUE AND OREGON STREET in the City of Charlotte, Mecklenburg County, North Carolina.

Whereas, Urban Trends Real Estate, Inc. has filed a petition to close a Portion of the Alleyway off of Rozzelles Ferry Road, Lakewood Avenue and Oregon Street in the City of Charlotte; and

Whereas, a Portion of the Alleyway off of Rozzelles Ferry Road, Lakewood Avenue and Oregon Street containing 4,481 square feet or 0.1029 acres as shown in the map marked "Exhibit A" and are 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 September 26, 2022, that it intends to close a Portion of the Alleyway off of Rozzelles Ferry Road, Lakewood Avenue and Oregon Street and that said right-of-way (or portion thereof) is more particularly described on a map. The public will take notice that, pursuant 160A-299 of the General Statutes of North Carolina, the City Council of the City of Charlotte has called a public hearing on the closure of a Portion of the Alleyway off of Rozzelles Ferry Road, Lakewood Avenue and Oregon Street, to be conducted at 6:30 p.m., or as soon thereafter as practicable, on Monday, the 24<sup>th</sup> day of October 2022 at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street; Charlotte, North Carolina 28202. All interested parties are invited to present comments at the public hearing regarding the closure of a Portion of the Alleyway off of Rozzelles Ferry Road, Lakewood Avenue and Oregon Street. To speak at the public hearing, please all the City Clerk's office at 704-336-2248 or sign up online at <https://charlottenc.gov/CityClerk/Pages/Speak.aspx>, or sign up in-person with the City Clerk prior to the start of the public hearing. Anyone requiring special accommodations or information in an alternative format, please email [charlotteada@charlottenc.gov](mailto:charlotteada@charlottenc.gov) or call 704-336-5271.

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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 334.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.



*Stephanie C. Kelly*

Stephanie C. Kelly, City Clerk, MMC, NCCMC

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 **GOOSE CREEK SS EXTENSION TO CRESTHILL DRIVE**; 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, that the City Council of The City of Charlotte that condemnation proceedings are hereby authorized 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 **GOOSE CREEK SS EXTENSION TO CRESTHILL DRIVE**; and estimated to be:

**10,023 sq. ft. (0.23 acre) of Sanitary Sewer Easement**  
**9,366 sq. ft. (0.21 acre) of 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. 197-231-01 said property currently owned by **PREETINDER PAUL SINGH BRAR AND RAVINDER KAUR BRAR AS CO-TRUSTEES OF THE BRAR FAMILY LIVING TRUST U/A DATED FEBRUARY 12, 2018**, 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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 335.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.

Stephanie C. Kelly, City Clerk, MMC, NCCMC

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 **GOOSE CREEK SS EXTENSION TO CRESTHILL DRIVE**; 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 **GOOSE CREEK SS EXTENSION TO CRESTHILL DRIVE**; and estimated to be:

**4,228 sq. ft. (0.10 acre) of Sanitary Sewer Easement**

**4,322 sq. ft. (0.10 acre) of 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. 197-231-12 said property currently owned by **NELSON TODD McSWAIN AND WIFE BRIDGET B. McSWAIN**, 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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 336.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.



*Stephanie C. Kelly*

Stephanie C. Kelly, City Clerk, MMC, NCCMC

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 **GOOSE CREEK SS EXTENSION TO CRESTHILL DRIVE**; 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 **GOOSE CREEK SS EXTENSION TO CRESTHILL DRIVE**; and estimated to be:

**5,136 sq. ft. (0.12 acre) of Sanitary Sewer Easement**  
**5,136 sq. ft. (0.12 acre) of 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. 197-231-10 said property currently owned by **CODY BARRETT McSWAIN AND MICAELA BECKMAN**, 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 26<sup>th</sup> day of September 2022, the reference having been made in Minute Book 157 and recorded in full in Resolution Book 53, Page(s) 337.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 26<sup>th</sup> day of September 2022.



Stephanie C. Kelly, City Clerk, MMC, NCCMC