



**CITY COUNCIL
ACTION AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS, NC
JANUARY 27, 2025
6:00 PM**

Please Turn off Cell Phones or Place on Silent Mode.

APPROVED MINUTES - January 27, 2025

A. APPROVED MINUTES - January 27, 2025 ()

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

RECOGNITIONS

A. Ceremonial Swearing-In of Police Officers (Terry Spry, Chief of Police)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **BUDGET ORDINANCE AMENDMENT #25-25** - Appropriating funds for an NCRPA Grant **APPROVED UNANIMOUS** (Gary Mills, Parks & Recreation Director, Kristin Jones, Budget and Strategy Director)
- B. **BUDGET ORDINANCE AMENDMENT #25-26** - Appropriating funding for a NCLM grant to purchase fleet management software **APPROVED UNANIMOUS** (Daniel Jenkins, Assistant Human Resources Director, Kristin Jones, Budget and Strategy Director)
- C. **BUDGET ORDINANCE AMENDMENT #25-27** - Appropriating funding for a NCAS Youth Sports Grant **APPROVED UNANIMOUS** (Gary Mills, Parks & Recreation Director, Kristin Jones, Budget and Strategy Director)
- D. **RESOLUTION** - Approving condemnation related to storm drainage repairs and improvements on Franklin Avenue **APPROVED UNANIMOUS** (Walter Safrit, City Attorney)
- E. **RESOLUTION** - Amending the 2025 City Council Meeting Schedule **APPROVED UNANIMOUS** (Pam Scaggs, City Clerk)
- F. **REVISIONS** - Pay and Classification Plan Updates **APPROVED UNANIMOUS** (Heather James, Human Resources Director)
- G. **MINUTES** - December 6, 2024 Closed Session **APPROVED UNANIMOUS** (Pam Scaggs, City Clerk)

- H. **MINUTES** - January 13, 2025 Business Meeting **APPROVED UNANIMOUS** (Pam Scaggs, City Clerk)
- I. **MINUTES** - January 13, 2025 Closed Session Meeting **APPROVED UNANIMOUS** (Pam Scaggs, City Clerk)

BUSINESS AGENDA

- A. **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-01** - SH Irish Creek Club, LLC & Shea Homes Carolina, LLC (Irish Creek) **APPROVED UNANIMOUS** (Richard Smith, Planning Director)
- B. **RESOLUTION** - Reciprocal Agreement with the Town of Landis related to Water and Sewer service delivery **APPROVED UNANIMOUS** (Alex Anderson, Director of Water Resources)
- C. **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-02** - WP Group Acquisitions, LLC (Accent Millstone Village) **APPROVED 6-1** (Richard Smith, Planning Director)
- D. **PUBLIC HEARING AND RESOLUTION** - Sale of City owned property at 6106 Old Macedonia Ct - Scooter's Coffee **APPROVED UNANIMOUS** (Irene Wong, Economic & Community Development Director)
- E. **BUDGET ORDINANCE AMENDMENT #25-28** - Reappropriating the Jiggy Festival funds to City Council Contingency **APPROVED UNANIMOUS** (Eddie Smith, Deputy City Manager, Kristin Jones, Budget and Strategy Director)
- F. **EMPLOYMENT AGREEMENT AMENDMENT** - Between the City of Kannapolis and City Attorney, Walter M. Safrit II **APPROVED UNANIMOUS** (Mike Legg, City Manager)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR

MOTION TO ADJOURN

ADA Notice

In accordance with Title II of the Americans with Disabilities Act (ADA), any person requiring an accommodation to participate in a function or program of the City of Kannapolis should contact Daniel Jenkins, Assistant Human Resources Director & ADA Coordinator by phone at 704-920-4312, email adacoordinator@kannapolisnc.gov, or in person at Kannapolis City Hall as soon as possible, but not later than forty-eight (48) hours prior.

**CITY OF KANNAPOLIS
COUNCIL MEETING MINUTES
January 27, 2025**

A meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, January 27, 2025, at 6:00 P.M., at Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Ryan Dayvault
Doug Wilson
Jeanne Dixon
Dianne Berry
Darrell Jackson
Tom Kincaid
Doug Wilson

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

City Attorney: Walter M. Safrit

Staff Present:	Kirk Beard	Annette Privette-Keller
	Brian Roberts	Daniel Jenkins
	Alex Anderson	Irene Wong
	Richard Smith	Wilmer Melton
	Gary Mills	Gerald Faulkner
	Tina Cline	Sherry Gordan
	Terry Spry	

Visitors Present:	Joe Hatley	Josh Teague
	Claudia Teague	Mary Comer
	Sopia Wilkenson	Tonda Childers
	Yolanda Cooke	Kenneth Wortman
	Pam Smith	John Floyd
	Philip Smith	Zach Ducey
	Naomi Hatchell	Phil Goodman
	Mark Spitzer	Antonine Peek
	Greg Lambert	Pam Lambert
	Nanette Peek	

CALL TO ORDER AND WELCOME

Mayor Hinnant called the meeting to order and welcomed all in attendance. He spoke about a 7-year-old child who was tragically killed in the community earlier in the week and commended the police and fire departments for their ability to face such difficult realities. Mayor Hinnant led a moment of silent prayer, followed by Councilmember Dixon offering the Pledge of Allegiance.

1
2 **ADOPTION OF AGENDA**

3 Mayor Hinnant asked for a motion regarding the Agenda. Councilmember Wilson made the motion to
4 approve, second by Councilmember Dayvault and the motion was unanimously approved.
5

6 **Police Officers Ceremonial Swearing in of new officers (Terry Spry, Chief of Police)**

7 Chief Spry formally introduced two of the City's newest police officers who recently completed Basic Law
8 Enforcement Training (BLET). He stated that the course includes over 700 hours of training, covering a
9 variety of law enforcement topics and a comprehensive state exam on all topic areas at the conclusion of
10 the course. Chief Spry added that the officers are currently completing a 21-week Field Training Program.
11 City Clerk Pam Scaggs ceremonially provided the Oath of Office to Russell Dailey and Casey Stephens.
12

13 **CONSENT AGENDA**

14 Mayor Hinnant asked for a motion regarding the Consent Agenda. Councilmember Jackson made the
15 motion to approve, second by Councilmember Dixon and the motion was unanimously approved.
16

17 **BUSINESS AGENDA**

18 **Public Hearing & Resolution for Development Agreement DA-2025-01 with SH Irish Creek Club,**
19 **LLC and Shea Homes Carolina, LLC. (Richard Smith, Director of Planning)**

20 Planning Director, Richard Smith, provided a presentation regarding a Development Agreement between
21 the City of Kannapolis and developers SH Irish Creek Club, LLC and Shea Homes Carolina, LLC. Mr.
22 Smith stated that the properties are located within the City of Kannapolis as well as the Town of Landis
23 ("Landis") and will require approval by both municipalities. He added that a previous development proposal
24 for the same properties included approximately 1,000 homes, but that the current proposal covers
25 approximately 758 acres with just under 600 acres located in Kannapolis for 576 homes. Mr. Smith noted
26 that wastewater will be provided in conjunction with Landis. He provided a quick overview of the various
27 lot sizes, reminded the Council of the actions requested by them and made himself available for questions.
28

29 Councilmember Jackson inquired if the City will be billing for the sewer utility of if that will be
30 responsibility of the Town of Landis Mr. Smith responded that billing will be handled through the City, but
31 the City will purchase sewer services through Landis via Salisbury. He then deferred to the Director of
32 Water Resources, Alex Anderson, for further clarification. Mr. Anderson stated that the next agenda item,
33 the Reciprocal Agreement with the Landis, will clarify the partnership with Landis in which the City's
34 sewer will discharge into their gravity system through their existing contract with SRU (Salisbury-Rowan
35 Utilities).
36

37 There being no additional questions or comments from the Council, Mayor Hinnant opened the Public
38 Hearing at 6:16 PM, which was then closed with no public comment being made.

39 Mayor Hinnant asked for a motion regarding adoption of the Resolution approving the Ordinance for the
40 Development Agreement. Councilmember Dayvault made the motion to approve, second by
41 Councilmember Wilson, and the motion was unanimously approved.
42

43 **Reciprocal Agreement with the Town of Landis related to water and sewer service delivery (Alex**
44 **Anderson, Director of Water Resources)**

45 Director of Water Resources, Alex Anderson, stated that the Reciprocal Agreement with Landis will clarify
46 and streamline the relationship between the City and Landis. He mentioned that there are currently two
47 agreements in place with Landis: the Treated Water Purchase Agreement and the Treated Wastewater
48 Purchase Agreement. These agreements will be amended into one agreement to clarify water and sewer
49 rates and connection standards, stating that any service provided by Landis will be billed by Landis and any
50 service provided by Kannapolis will be billed by Kannapolis. The agreement will also lay out the operation
51 and maintenance requirements for some of the joint assets in the Irish Creek subdivision.

1
2 Mr. Anderson further stated that a new regional sewer lift station will be developed to pump to the Landis
3 system for treatment in Salisbury. The lift station will be jointly owned by the City of Kannapolis and
4 Landis, each holding a 50% stake. The agreement stipulates funding, repair and maintenance costs, and
5 day-to-day operations. It also includes provisions for leasing storage, ensuring sufficient elevated and
6 ground-level storage. To facilitate the development agreement, leasing to Landis will be necessary.

7
8 Councilmember Wilson asked about the location of the lift station. Mr. Anderson responded that it will be
9 close to Cannon Farm Road near the lake but far enough to meet minimum buffer requirements. He added
10 that there will be safeguards in place to protect the lake.

11
12 Councilmember Kincaid asked if the new lift station will support additional sewer allocation. Mr. Anderson
13 responded that it could allow for new development but cautioned that as the basin expands, development
14 would be slow due to overall wastewater treatment constraints.

15
16 Mayor Hinnant asked for clarification that since the proposed agreement provides for sewer treatment from
17 Landis through Salisbury, it is not included in the sewer treatment from WSACC [Water & Sewer Authority
18 of Cabarrus County]. Mr. Anderson confirmed this.

19
20 Councilmember Jackson asked if the rates will be same as the current City rates. Mr. Anderson responded
21 that City customers will pay standard rates, but Salisbury treatment rates are slightly higher than WSACC
22 rates.

23
24 There being no additional questions or comments, Mayor Hinnant asked for a motion regarding the
25 Resolution approving the Reciprocal Agreement with Landis. Councilmember Jackson made a motion to
26 approve the Resolution, second by Councilmember Kincaid, and the motion was unanimously approved.

27
28 **Public Hearing & Resolution for Development Agreement DA-2025-02 with WP Group Acquisitions,**
29 **LLC. – Accent Millstone Village (Richard Smith, Director of Planning)**

30 Mr. Smith provided a presentation regarding a Development Agreement between the City and WP Group
31 Acquisitions, LLC., stating that the property is located along North Main Street and Laureate Way. He
32 directed the Council's attention to the site plan, noting that the developer is proposing a 310-unit multi-
33 family apartment community with amenities. He reminded the Council of the actions requested by them
34 and made himself available for questions.

35
36 Councilmember Dixon asked if the apartments would be rental and what the rates would be. Mr. Smith
37 responded that the units will be for rent and estimated that the rates would align with the current market
38 rates.

39
40 Mayor Hinnant commented that according to the site plan, parking will be shielded by units, which is similar
41 to other multi-family developments located along Main Street in the downtown area.

42
43 There being no additional questions or comments from the Council, Mayor Hinnant opened the Public
44 Hearing at 6:24 PM, which was then closed with no public comment being made.

45
46 Mayor Hinnant asked for a motion regarding adoption of the Resolution approving the Ordinance for the
47 Development Agreement. Councilmember Dixon made the motion to approve, second by Councilmember
48 Kincaid and the motion was approved 6-1 with Councilmember Dayvault casting the dissenting vote.

49
50 **Public Hearing & Resolution for the sale of City owned property located at 6106 Old Macedonia**
51 **Court – Scooters Coffee (Irene Wong, Director of Economic and Community Development)**

1 Director of Economic and Community Development, Irene Wong, stated that 1.5 +/- acres of City-owned
2 property located at 6106 Old Macedonia Court is for sale and is located within the Gateway Business Park
3 off Kannapolis Parkway. Ms. Wong reminded the Council that in April of the previous year, they approved
4 a Purchase Agreement to sell the property for \$535,000.00, but the buyer terminated the agreement during
5 the due diligence period. Subsequently, the City received an offer to purchase the property for \$460,000.00,
6 with the proposal to establish a Scooter's Coffee franchise, which has 800 locations across the United States.

7
8 Ms. Wong stated that the Purchase Agreement allows for a 180-day inspection period with two 30-day
9 extension options, and that closing would not occur until Fall of 2025. She noted that one of the challenges
10 of selling the property has been the difficulty of accessing water and sewer utilities that are located across
11 Highway 73 (Davidson Highway) and increases development funds. Ms. Wong added that since the
12 business park was funded with a CDBG Section 108 loan, 81.4% of the proceeds from the sale of the
13 property will need to go back to the City's CDBG account as program income, which can then be used for
14 CDBG-eligible projects. Ms. Wong added that 18.6% of the proceeds will go back to the City's General
15 Fund, based on the original investment into the business park from CDBG funds and General Funds.

16
17 There being no additional questions or comments from the Council, Mayor Hinnant opened the Public
18 Hearing at 6:28, which was then closed with no public comment being made.

19
20 Mayor Hinnant asked for a motion regarding adoption of the Resolution approving the sale of property
21 located at 6106 Old Macedonia Court. Councilmember Berry made the motion to approve, second by
22 Councilmember Dayvault and the motion was unanimously approved.

23
24 **Budget Ordinance Amendment #25-28 Reappropriating the Jiggy Festival funds to City Council**
25 **Contingency (Eddie Smith, Deputy City Manager)**

26 Deputy City Manager Eddie Smith talked about the history of the Jiggy Festival ("Jiggy"), stating that it is
27 the 5th iteration of what started as "Cotton Stock," a City festival celebrating Kannapolis' rich textile
28 industry history. Mr. Smith added that Jiggy was designed to attract people downtown, showcasing
29 possibilities and opportunities to both investors and residents, and it has successfully catalyzed downtown
30 activity. He mentioned that while Jiggy seemed to be a big event, it ranked 5th on a list of other events
31 sponsored by the City, which included: the Celebration of Lights, the Kannapolis Christmas parade, the
32 summer concert and movie series, events at Atrium Ballpark, and the GEM and Swanee theaters.

33
34 Mr. Smith expressed his gratitude for being able to coordinate the BBQ competition during Jiggy,
35 acknowledging that while the event is a lot of fun, it also consumes a lot of resources. He noted that January
36 is typically when he and several key staff members begin organizing for the event. Therefore, he requested
37 that the Council consider approving the staff recommendation to transfer funds allocated for Jiggy to the
38 Council Contingency line item and to allow staff the opportunity to explore other partnerships and
39 opportunities.

40
41 Several Councilmembers expressed their appreciation to Mr. Smith and his staff for their work and
42 professionalism in preparing for and executing the festival for so many years. They agreed that it is now
43 time to consider other opportunities.

44
45 Mayor Hinnant asked for a motion regarding the Ordinance for the budget amendment. Councilmember
46 Wilson made the motion to approve the Ordinance, second by Councilmember Jackson, and the motion
47 was unanimously approved.

48
49 **Amendment to the Employment Agreement between the City and Walter M. Safrit, II (Mike Legg,**
50 **City Manager)**

1 City Manager Mike Legg noted that the City's long-time Attorney, Wally Safrit, announced his retirement,
2 which will be effective August 1, 2025. Mr. Legg provided a brief background on Mr. Safrit's employment
3 with the City, stating that he has been the only City Attorney for 40 years, initially as a part-time attorney
4 via a contract with his law firm, but he transitioned to a full-time contract employee due to the workload
5 and needs of the City. In response to Mr. Safrit's retirement decision, City Council began the process of
6 searching for his replacement and reached an agreement with Andrew Kelly, who will begin working for
7 the City on February 19, 2025. The regular February 24, 2025, Council meeting will be Mr. Kelly's first
8 meeting with Council.

9
10 Mr. Legg mentioned that Mr. Safrit's last meeting as City Attorney is a significant date, and while a
11 celebration is planned for later, the contract amendment does two primary things: it acknowledges the
12 retirement date and establishes Mr. Safrit's new role to transition Mr. Kelly. The amendment also addresses
13 the pay and classification schedule, including the designation of a City Attorney Emeritus.

14
15 Mayor Hinnant highlighted Mr. Safrit's extensive contributions, noting that he has attended 940 City
16 Council meetings, 350 BOA meetings, written 394 Ordinances/Resolutions, made 35 visits to DC to ask
17 for funding, and consumed 43 pounds of Jiggy BBQ. Mayor Hinnant thanked Mr. Safrit for his
18 contributions to the community, the council, and the citizens.

19
20 Mayor Hinnant mentioned that this is Mr. Safrit's last meeting due to surgeries scheduled for next week.
21 He asked everyone to keep Mr. Safrit in their prayers for a complete recovery. He also mentioned the
22 opportunity to see Mr. Safrit after surgery, as he will be on-call to facilitate the transition to Mr. Kelly. Mr.
23 Safrit was also acknowledged for writing the original documents that created the City. Mr. Safrit received
24 a standing ovation from all in attendance.

25
26 Mayor Hinnant asked for a motion to approve the amendment to the Employee Agreement between the
27 City and Wally Safrit. Motion to approve was made by Councilmember Dixon, second by Councilmember
28 Kincaid and the motion was unanimously approved.

29 30 **CITY MANAGER REPORT**

31 Mr. Legg provided updates regarding several development projects in the City which included: the Martin
32 Luther King Jr. Avenue bridge replacement; the parking lot on Main Street; the West Avenue express
33 shuttle; relationship between the City and DKI (Downtown Kannapolis Inc.); Fishertown annexation
34 process; and City Hall renovations.

35
36 Mr. Legg noted that the next meeting agenda will include presentations on homelessness and transitional
37 housing, with a discussion on potential actions; College Station and transit operations, including findings
38 on micro transit; and the use of CDBG funds. He added that Kristin Jones' title has been changed to Budget
39 and Strategy Director.

40 41 **CITY COUNCIL COMMENTS**

42 Councilmembers Dayvault and Wilson expressed their gratitude and appreciation to Mr. Safrit for his
43 mentorship and service to the community.

44 45 **SPEAKERS FROM THE FLOOR**

46 Mark Spitzer, 2115 Golf Crest Drive, Kannapolis, expressed his disappointment that the Jiggy festival is
47 ending and expressed his gratitude toward Mr. Safrit. Mr. Spitzer read a message that he had texted Mike
48 Downs, stating his support and encouragement for the actions taken by the Cabarrus County Board of
49 Commissioners. He expressed his appreciation to Mr. Downs for his service to the community and
50 encouraged everyone to share their thoughts with the Board of Commissioners regarding the decision to
51 terminate Mr. Downs as County Manager.

1
2 Mayor Hinnant thanked Cabarrus County Board Member, Kenny Wortman, for his work at the County and
3 expressed his appreciation for Mr. Wortman's attendance at City Council meeting and his willingness to
4 listen to the community's needs.

5
6 Councilmember Dayvault made the motion to adjourn, second by Councilmember Berry and the motion
7 unanimously approved.

8
9 The meeting adjourned at 7:00 PM on Monday, January 27, 2025.

10
11
12
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14 
15
16
17 Pam Scaggs, NCCMC
18 City Clerk


Milton D. Hinnant, Mayor



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Gary Mills, Parks & Recreation Director, Kristin Jones, Budget and Strategy Director
Subject: **BUDGET ORDINANCE AMENDMENT #25-25** - Appropriating funds for an NCRPA Grant **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve budget ordinance amendment #25-25, which appropriates funding for NCRPA Grant to be used to show a family friendly movie in Spanish.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Parks and Recreation Department applied for a North Carolina Recreation and Park Association (NCRPA) grant which is a new initiative grant and was awarded \$1,000. The department is proposing to use this funding to offer a showing of a family friendly movie in Spanish for the Latino population in the community. The grant will be utilized to purchase the licensing for the movie and offer free admission, small popcorn and small drink for up to 150 people. The date and movie will be determined with the input of the Camino organization.

The GEM Theater has been serving the Kannapolis Community since 1936 and has recently been renovated to provide patrons with a higher quality movie watching experience. This grant would allow for patrons in the Latino Community to enjoy a movie in Spanish with high definition and sound quality free of charge. With licensing costing on average \$250 and with a ticket cost averaging \$2 for a group rate and \$3.00 for concessions group rate, the grant would be able to cover the entrance of approximately 150 movie goers.

Fiscal Implications

A budget amendment is needed to budget the revenue and associated expense with the grant.

Alternate Courses of Action

1. **Motion to approve Budget Ordinance Amendment #25-25, which appropriates funding for the NCRPA Grant to be used to show a family friendly movie in Spanish (Recommended).**
2. Do not approve the budget amendment.
3. Table to a future meeting.

Attachments

1. NCRPA Grant
2. 2025-05 Ordinance Amending Budget #25-25 Appropriating funds for NCRPA Grant



NORTH CAROLINA RECREATION & PARK ASSOCIATION, INC.

883 Washington Street - Raleigh, NC 27605 (919) 832-5868

Congratulations! NCRPA is excited to support your New Initiative Grant award at the \$1000 level as requested. You will find your grant funding included in this envelope.

Per the grant application, awardees are required to do the following:

- After grant funding is exhausted, the designated grant coordinator shall submit a grant report within 30 days of funds being used.
- All funds must be used for the sole purpose of what is outlined in the grant proposal. Any unused funds must be returned to NCRPA at the end of the grant cycle (May 31, 2025). If an extension is needed, please contact me.

By accepting this grant award, the grantee agrees to use the funds as proposed. All expenses beyond what is awarded in this grant will be the responsibility of the grantee.

It is our hope that you will share an update on your project/program with the NCRPA membership by one or more of the following: magazine article, online roundtable discussion, and/or panel presentations at an NCRPA workshop or conference.

Once again, we congratulate you on receiving grant funding! We look forward to seeing the great work you will continue to do in your community.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Wells".

Michelle Wells, MPA, CPRP
Executive Director

A handwritten note in blue ink that says "Congrats Raygen!" with an exclamation mark.

A quick email to Michelle@ncrpa.net or call to 919-832-5868 letting us know your check has been received is appreciated.

NC Recreation & Park Association

883 Washington Street
Raleigh, NC 27605

66-8572/531

11/04/2024

PAY TO THE
ORDER OF

Kannapolis Parks & Recreation

\$
**1,000.00

DOLLARS

One thousand and 00/100

Void after 120 days

Kannapolis Parks & Recreation
700 West C Street
Kannapolis, NC 28081

Michelle Webb

MEMO

New Initiative Grant

Recreation & Park Association

8625

11/04/2024

Kannapolis Parks & Recreation

New Initiative Grant

1,000.00

Operating - Civic Checking

New Initiative Grant

1,000.00

Specifically, describe how grant funds will be used (1000 characters or less)

Kannapolis Parks and Recreation will offer a family movie shown in Spanish for the Latino population in the community at the GEM Theater Facility. The grant will be utilized to purchase the licensing for the movie and offer free admission, small popcorn and small drink for up to 150 people. The date for the movie has not been determined, the date and movies will be determined with the input of the Camino Organization.

The GEM Theater has been serving the Kannapolis Community since 1936 and has recently been renovated to provide patrons with a higher quality movie watching experience. This grant would allow for patrons in the Latino Community to enjoy a movie in Spanish with high definition and sound quality free of charge. With licensing costing on average \$250 and with a ticket cost averaging \$2 for a group rate and \$3.00 for concessions group rate, the grant would be able to cover the entrance of approximately 150 movie goers.

[997 characters]

Describe the audience/impacted group of your project (750 characters or less)

As of July 2022, Latinos represent 10.7 % of the total population in North Carolina. In Kannapolis, Latinos represent 12.5% of the total population. Additionally, Latinos make up over 36.4% of the student body in Kannapolis City Schools.

With the GEM Theater primarily showing movies in English translations, there is less inclusion for those individuals primarily Spanish speaking. With these showings patrons would be able to enjoy any movie that we are currently showing, in the Spanish translation. This audience is currently not being served in this aspect; with this grant we would be able to open our community engagement to a larger audience.

[659 characters]

Specifically, how do you anticipate grant funding will help further this initiative in your agency/ community? (1000 characters or less)

Grant funding will afford the participants the opportunity to further:

- Create and build relationships with others in the community in a relaxed theater setting. When individuals are comfortable in their surroundings, relationships with others can be built. Before the movie begins, networking between families will be encouraged.
- Promote relaxation and leisure activities to improve mental health amongst individuals. Movies studies have shown that watching movies can reduce anxiety and depression amongst individuals.
- Build family support and involvement. Focusing on activities for the family is a main component of this program.
- Create experiences. This existential goal is the guiding principle of this program.
- To watch a movie that highlights the beauty of Latino cultures and experiences in a native language.
- Showing that the City and Parks and Recreation Department are both dedicated to better serving the Latino community by offering more inclusive programing. Building trust with the community is an important goal of this program. By showing genuine care, respect and empathy for all participants, trust begins to build.

[922 characters]

How will you define success? (750 characters or less)

Success for this event would be defined by the amount of participation and inclusion that this event would be able to offer. The city will be able to learn more about an underserved population of the community and what their needs may be. The Department will see success in providing an outreach program to a growing segment of the population who currently is underserved in our current programming. By providing this resource our department would be successful in reaching a part of our vision to provide quality and diverse recreation and leisure opportunities to enhance the health and well-being of our growing community.

[427 characters]

**Please describe what you will do to help sustain the results you achieve after the grant period is over
(1000 characters or less)**

Each year, through the department's programming budget, funds are allocated to family programming. This outreach program will be incorporated into an ongoing program, with the idea in mind that many of our movies that we are currently showing can be translated into Spanish, allowing for us to show both translations. We will be able to continue to serve this community with the help of this grant and our family programming budget.

The delivery of desirable experiences for the citizens of Kannapolis is vital to the department mission. The department strives to offer the very best experiences by providing diverse programs that follow department values and principles, and by creating a constituent-centered culture with community opportunities for everyone.

[704 characters]

Amount of Funds Requested (\$1000 is the max amount) \$1,000

Please upload a PDF file letter of support for this grant from the agency director and any other partners.



July 22nd, 2024

The City of Kannapolis Parks and Recreation Department is committed to new and innovative programming. As a part of our mission and vision, we strive for quality and diverse programming. The Latino movie project fills several needs in our community. This initiative also provides a collaboration that is both department and city-wide focused.

Our mission is to accommodate each of our citizens with ample opportunity to participate in recreational activities that fit their needs and meet them where they are socially, economically, and demographically. An undertaking like the Latino movie event would address issues that need immediate attention in our community. With a vision for diverse recreation and inclusion, we would be able to offer a high-quality experience that will be able to fit each individual's needs.

As part of the City's commitment to Diversity and Inclusion, the department will commit to the following agreements:

- Work with Building Integrated Communities and Camino to collect data about demographics, habits and the kind of recreation activities preferred by the local Latino community. We would also get advice from these two organizations about the best marketing practices.
- We will also provide opportunities for Camino to recruit at and inform them of any relevant events.
- We will host a Latino Movie event at the Gem Theatre for the general public to participate in free of cost.

We are convinced that the funding for the Latino movie event will enable our department to reach new heights in awareness of programming and services offered to an underserved population. Your partnership will afford us to reach new groups of citizens who will receive lifelong benefits from their participation in these recreation opportunities and activities.

Thank you for your consideration.

A handwritten signature in black ink that reads 'Gary Mills'. The signature is fluid and cursive, with the first name 'Gary' and last name 'Mills' clearly distinguishable.

Gary Mills
Parks and Recreation Director

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025
Amendment # 25-25**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 27th day of January 2025, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: This budget amendment budgets the NCRPA grant to show a family friendly movie in Spanish as part of their new initiative grant funding.

SECTION I – GENERAL FUND

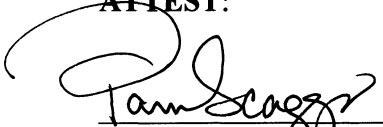
Revenue:	Increase: State Grant	\$1,000
	Revenue: 15060-34000	

Expenditure:	Increase: Program Supplies - Gem	\$1,000
	Expenditure: 15060-46630-GEM	

This ordinance is approved and adopted on this 27th day of January 2025


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council

From: Daniel Jenkins, Assistant Human Resources Director, Kristin Jones, Budget and Strategy Director

Subject: **BUDGET ORDINANCE AMENDMENT #25-26** - Appropriating funding for a NCLM grant to purchase fleet management software **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve Budget Ordinance Amendment #25-26 which appropriates funding for NCLM grant to purchase fleet software.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis maintains a fleet of over 300 vehicles. These vehicles are regularly traveling the roadways in and around the city exposing them to a multitude of risks. Currently, we have no unified method of tracking and reporting on the use, condition, and safety of a vast majority of these vehicles. In collaboration with our General Services Director, who is preparing to take on fleet management in the near future, we have identified the Samsara Vehicle Telematics System as a viable source for our fleet.

This system will allow us to reduce many of the risks associated with fleet operation and will feed seamlessly into the asset tracking software that is currently in use by General Services. With nuclear settlements on the rise, any method of improving vehicle and driver safety is certain to reduce exposure. We intend to utilize this system to detect unsafe driving habits and provide training and coaching to drivers. Additionally, we will be able to more accurately track vehicle maintenance schedules and engine diagnostics/fault codes that indicate system failures which could result in liability claims. This soft launch in a few key areas of our fleet will play a significant role in the overall trajectory of this system as a citywide risk mitigation tool.

This NC League of Municipalities' Safety Grant of \$2,905 (with a 50% local match) allows for the purchase of this software.

Fiscal Implications

A budget amendment is needed to recognize the grant received and to also budget the local match so the fleet tracking software can be purchased.

Alternate Courses of Action

1. **Motion to Budget Ordinance Amendment #25-26 which appropriates funding for NCLM grant to purchase fleet software (Recommended).**
2. Do not approve the budget amendment.

3. Table to a future meeting.

Attachments

1. Kannapolis new expiration
2. NCLM Safety Grant Letter - signed
3. 2025-06 Ordinance Amending Budget #25-26 Appropriating funds for NCLM grant to purchase fleet mgmt software



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1642845

Issued 01-13-2025

Expires 02-01-2025

Prepared For:

City of Kannapolis, NC
401 Laureate Way
Kannapolis, North Carolina
28081

Prepared By:

Mackenzie Krebs
mackenzie.krebs@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term – 36
Months

Shipping and Handling

USD \$52.00

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$376.74

First Year Payment

USD \$5,810.74

**Payments Beginning Year
Two**

USD \$5,758.74

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

SHIP TO Daniel Jenkins
401 Laureate Way
Kannapolis, North Carolina, 28081-0005
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	23	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	23	\$0.00	\$0.00
Hardware Due			USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	23	\$234.00	\$5,382.00
		Annual License Due	USD \$5,382.00

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license

term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service") provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of

service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:



November 27, 2024

Darius Chisholm, Risk Control Consultant
NC League of Municipalities
434 Fayetteville Street, Suite 1900
Raleigh, NC 27601

Risk Control Consultant Chisholm,

I am submitting the following items for consideration for the reimbursement under the NC League of Municipalities' Safety Grant:

Items:

- (23) Samsara Vehicle Telematics Gateway for City Fleet

NCLM Criterion:

- Theft detection and GPS capabilities reduce the risk of loss
- Reduce risk of faulty vehicles remaining on the road with live engine diagnostics
- Improve driver safety by capturing high risk movements and coaching drivers
- Increase driver awareness to reduce potential liability claims
- Streamline communication with mobile workflows for early detection of vehicle deficiencies

Justification:

The City of Kannapolis maintains a fleet of over 300 vehicles. These vehicles are regularly traveling the roadways in and around the city exposing them to a multitude of risks. Currently, we have no unified method of tracking and reporting on the use, condition, and safety of a vast majority of these vehicles. In collaboration with our General Services Director, who is preparing to take on fleet management in the near future, we have identified the Samsara Vehicle Telematics System as a viable source for our fleet. This system will allow us to reduce many of the risks associated with fleet operation and will feed seamlessly into the asset tracking software that is currently in use by General Services. With nuclear settlements on the rise, any method of improving vehicle and driver safety is certain to reduce exposure. We intend to utilize this system to detect unsafe driving habits and provide training and coaching to drivers. Additionally, we will be able to more accurately track vehicle maintenance schedules and engine diagnostics/fault codes that indicate system failures which could result in liability claims. This soft launch in a few key areas of our fleet will play a significant role in the overall trajectory of this system as a citywide risk mitigation tool.



Funding:

The City has a robust strategic plan, called Imagine Kannapolis that has been in implementation for the past 3 years. This strategic plan sets the vision, priorities and funding for the City and its major capital initiatives and investments over the next 5 years. One of the priorities that emerged, was identifying high mileage vehicles and high maintenance records of our existing fleet. One way to accomplish this would be by hiring a Fleet Manager, who would establish best practices for maintaining fleet records and maintenance along with a vehicle replacement policy to be implemented. The City doesn't currently have an established vehicle replacement policy and replaces major capital outlay during the budget process if funding is available. This has led to much of the City's fleet not getting replaced in a timely manner thus resulting in high mileage and high maintenance, which could result in safety issues.

The eventual long-term goal along with the Fleet Manager would be to establish a Fleet Division in-house, as the City contracts much of this work out. The City currently uses many different vendors for vehicle maintenance and each department/division maintains their own records, title information, insurance information, etc. Unfortunately, due political pressures and extenuating circumstances, the Fleet Manager position didn't get fully approved in the last budget but remains a priority.

Therefore, grant funding for this vehicle telematics purchase will allow us to better understand the needs of our existing fleet, preventative maintenance, and ways to mitigate risk while streamlining our vehicle record keeping across multiple City departments. It is our goal to use the grant funding for this purchase to better maintain our record keeping for vehicle maintenance efforts for when a Fleet Manager and eventual Fleet Division is implemented at the City of Kannapolis while also reducing the liability exposure of aging or compromised fleet.

Thank you for your consideration in awarding the NCLM Safety Grant to the City of Kannapolis, NC.

Respectfully Yours,

Michael B. Legg

Michael B. Legg
City Manager

NCLM Safety Grant Letter

Final Audit Report

2024-11-26

Created:	2024-11-26
By:	Daniel Jenkins (djenkins@kannapolisnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqRA70GEXJpGEay5G71ma-vdETmRxSPmU

"NCLM Safety Grant Letter" History

-  Document created by Daniel Jenkins (djenkins@kannapolisnc.gov)
2024-11-26 - 8:34:35 PM GMT
-  Document emailed to Mike Legg (mlegg@kannapolisnc.gov) for signature
2024-11-26 - 8:34:42 PM GMT
-  Email viewed by Mike Legg (mlegg@kannapolisnc.gov)
2024-11-26 - 9:18:14 PM GMT
-  Document e-signed by Mike Legg (mlegg@kannapolisnc.gov)
Signature Date: 2024-11-26 - 9:18:24 PM GMT - Time Source: server
-  Agreement completed.
2024-11-26 - 9:18:24 PM GMT

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025
Amendment # 25-26**

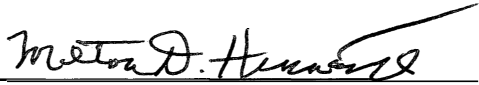
BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 27th day of January 2025, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: This budget amendment budgets a safety grant approved by the NC League of Municipalities for the purchase of a fleet software system.

SECTION I – GENERAL FUND

Revenue:	Increase: Private Grant Revenue: 11200-34800-NCLM	\$2,905
Revenue:	Increase: Fund Balance Appropriated Revenue: 19900-39900	\$2,905
Expenditure:	Increase: Contracted Services- NCLM Expenditure: 11200-48000-NCLM	\$5,810

This ordinance is approved and adopted on this 27th day of January 2025


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, NCCM
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Gary Mills, Parks & Recreation Director, Kristin Jones, Budget and Strategy Director
Subject: **BUDGET ORDINANCE AMENDMENT #25-27** - Appropriating funding for a NCAS Youth Sports Grant **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve Budget Ordinance Amendment #25-27 which appropriates funding for a NCAS Youth Sports Grant.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Kannapolis Parks & Recreation Department is seeking grant funding to enhance its athletics programs, with a focus on increasing accessibility, improving facilities, and expanding offerings for both youth and adults. This funding will support initiatives aimed at promoting physical fitness, community engagement, and skill development through sports. Specifically, we are asking for funding to accommodate facility upgrades, program expansion, and new equipment.

Facility Upgrades: A portion of the funds will be dedicated to renovating existing athletic facilities.

The Parks and Recreation Department applied for a grant through NC Amateur Sports for equipment and facility upgrades for youth sports. They requested an initial \$20,000 which was the max award for the grant and were awarded \$5,000. The \$5,000 will be used towards the purchase of soccer goals and additional pitcher mounds.

Fiscal Implications

A budget amendment is needed to recognize the grant revenue and expense.

Alternate Courses of Action

1. **Motion to approve Budget Ordinance Amendment #25-27 which appropriates funding for a NCAS Youth Sports Grant (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. 2024-2025 NCAS Youth Sports Grant Application Questions 10-30-24_BT
2. 2025-07 Ordinance Amending Budget #25-27 NCAS Youth Sports Grant



2024-2025 Youth Sports Grant

For Equipment and Facility Upgrades

Free Response Questions

To apply, please answer the following Free Response questions. There is a 1,500 character limit for each question. Once you have completed the questions, [click here](#) to upload your responses and complete the application process. If you are a 501(c)(3) organization, you will also need to upload the following items when completing your application:

- A list of the organization's Board of Directors and their affiliation/occupation
- Proof of organization's tax-exempt status

All uploaded files must be in PDF format. Incomplete applications will not be considered. Grant recipients are required to submit a full accounting for how the grant funds were expended along with a progress report within 30 days after expending any approved funds.

The first application deadline is 11:59 p.m. EST on November 1, 2024. Applications will be reviewed by the NCAS Endowment Fund Committee and applicants will be notified of their status no later than December, 31, 2024. The maximum grant awarded is \$20,000. Contact ncas@ncsports.org for any questions.

1. Provide an overview of the organization, or background on the individual applying for the grant.

2. Give a brief description of the request and an explanation of how the grant funds will be used.

3. What are the objectives of the project in measurable terms?

4. Provide a timetable for the project and the expenditure of the requested funds.

(All funds must be expended within one year of receipt unless otherwise stated)

5. Provide a description of the staff involved and the qualifications of individuals involved in carrying out the project.

6. Describe how you will evaluate the results of this project.

7. Provide an itemized financial breakdown of the expenditures for the funding that is being requested.

Once you have answered all of the questions above, [click here](#) to complete the application process.

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025
Amendment # 25-27**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 27th day of January 2025, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

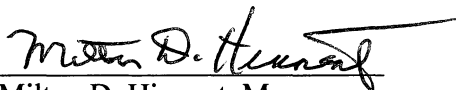
Description: The Parks and Recreation Department applied for a grant through NC Amateur Sports for equipment and facility upgrades for youth sports. They requested an initial \$20,000 which was the max award for the grant and were awarded \$5,000. The \$5,000 will be used towards the purchase of soccer goals and additional pitcher mounds.

SECTION I – GENERAL FUND

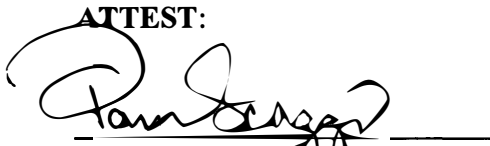
Revenue:	Increase: State Grant	\$5,000
	Revenue: 15060-34000	

Expenditure:	Increase: Program Supplies- Youth Sports	\$5,000
	Expenditure: 15060-46635	

This ordinance is approved and adopted on this 27th day of January 2025


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, NCCM
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Walter Safrit, City Attorney
Subject: **RESOLUTION** - Approving condemnation related to storm drainage repairs and improvements on Franklin Avenue **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to adopt Resolution to approve condemnation related to storm drainage repairs and improvements on Franklin Avenue.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Immediate remediation is needed for repairs and improvements to the current drainage system crossing Franklin Avenue near the Northside Avenue intersection due to flooding over the road and adjoining properties.

Fiscal Implications

Project costs will be increased by normal litigation costs associated with condemnation.

Alternate Courses of Action

Motion to adopt Resolution approving condemnation related to storm drainage repairs and improvements on Franklin Avenue. (Recommended)

In the absence of a voluntary conveyance, condemnation is the only recourse.

Attachments

1. Map of Proposed Permanent Storm Drainage Easement (Edna W. Bradshaw)
2. 2025-04 Resolution approving condemnation related to storm drainage repairs and improvements on Franklin Ave

EXHIBIT MAP

THIS MAP WAS PREPARED FOR THE PURPOSE AND INTENT OF PROVIDING PERMANENT STORM DRAINAGE EASEMENT ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY LINES. SEE INDIVIDUAL GRANTOR'S FOR CONFIRMATION OF EASEMENT GRANTED.

VICINITY
MAP
NTS
CABARRUS
COUNTY

* SITE
FRANKLIN AVE.
ECHO AVE.
NORTHSIDE ST.

BASIS OF BEARING
N.C. GRID NAD 83(2011)
PER DB.13285 PG 239

GREAT HOME VALUE, LLC
PIN #5614-11-3549
DB 15783 PG 45
LOT 36-40 BLK. J, PB 8 PG 5

JAMES DAVID ASHLEY GOODMAN &
LEA NAHASHA GOODMAN
PIN #5614-11-4521
DB 12494 PG 10
LOT 35, BLK. J, PB 8 PG 5

BRONWYN C. GOODMAN
PIN #5614-11-4339
DB 429 PG 405
LOTS 31-29, BLK. J, PB 8 PG 5

WAYNE M. ANDERSON
PIN #5614-11-5401
DB 5139 PG 194
LOTS 32-34, BLK. J, PB 8 PG 5

EDNA W. BRADSHAW
PIN #5614-11-6417
DB 443 PG 129

NC GRID NAD 83(2011)
COORDINATE
N: 641556.341
E: 1511655.139
COMBINED FACTOR 0.99985206
GEOID 18

FKH SFR PROPCO G
PIN #5614-11-7419
DB 15298 PG 343

BETTY L. JONES
PIN #5614-11-7222
DB 3858 PG 300

TERESIA W. PLOTT,
CRYSTAL W. TWEED
PIN #5614-11-7222
DB 15032 PG 26

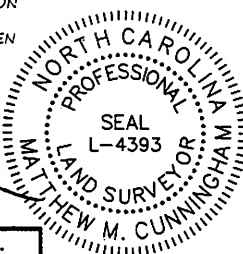
LINE	BEARING	DISTANCE
L1	N 22°59'24" W	121.18'
L2	N 85°09'24" E	6.27'
L3	S 50°01'27" E	31.21'
L4	S 71°55'38" E	43.00'
L5	S 16°03'35" E	17.75'
L6	S 24°54'46" W	67.96'

LEGEND

- CP = Computed Point
- EIR/EIP = Existing Iron Rod / Iron Pipe, as described (Found)
- = Proposed Permanent Storm Drainage Easement
- = Deed Line (Surveyed)
- = Deed Line (NOT Surveyed)
- RW = Right of way
- PB/PQ = Plat Book/Page
- DB/PQ = Deed Book/Page
- NTS = Not to Scale
- CMP = Corrugated Metal Pipe

I, MATTHEW M. CUNNINGHAM, PLS, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND AS NOTED; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:15,000+; ACCORDING TO G.S. 47-30 (N) THIS MAP IS AN ATTACHMENT FOR ILLUSTRATIVE PURPOSES ONLY. WITNESS MY HAND AND SEAL THIS 29th DAY OF APRIL, 2024.

Professional Land Surveyor L-4393



Map of Proposed
Permanent Storm Drainage Easement
Property of
Edna W. Bradshaw
DB. 443, PG. 129,
Pin# 5614-11-6417, No. 4 Twp.,
Cabarrus Co., Kannapolis, NC
Survey for
The City of Kannapolis

Scale: 1" = 50'
Job No. 24501-FRANKLIN
50' 25' 0' 50' 100'

alley, williams, carmen, & king, inc.
CONSULTING ENGINEERS
FIRM LICENSE No. F-0283
120 SOUTH MAIN STREET
KANNAPOLIS, NC 28082
P.O. BOX 1248
704/938-1515

RESOLUTION

WHEREAS, the City of Kannapolis is engaged in construction of the storm drainage repairs and improvements on Franklin Avenue as shown on the attached survey (the "Project"); and

WHEREAS, the Project will require the City of Kannapolis to obtain a temporary construction and permanent drainage easements upon the property of the following individuals (hereinafter collectively referred to as "the Premises"):

Heirs of Edna W. Bradshaw

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kannapolis, that:

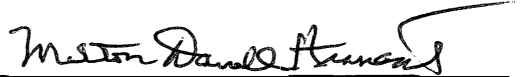
Section 1. Council considers it necessary and declares its intention to acquire for the purpose of the project temporary construction and/or permanent easements in and to the premises, as more fully described hereinabove.

Section 2. The Mayor, City Manager, City Clerk, City Attorney and all other appropriate officers and employees of the City are authorized and directed to take any action necessary to effectuate the intent of this Resolution including, but not limited to, the initiation of eminent domain proceedings. All prior actions of said individuals consistent with this Resolution are hereby ratified.

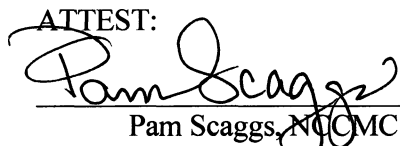
Section 3. The project is hereby declared to be necessary for the immediate preservation of the public health, safety and welfare.

Section 4. This Resolution shall take effect upon adoption.

Adopted this the 27th day of January, 2025.



Milton Darrell Hinnant
Mayor

ATTEST:


Pam Scaggs, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **RESOLUTION** - Amending the 2025 City Council Meeting Schedule **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to adopt a Resolution amending the 2025 City Council meeting schedule to cancel the May 19, 2025 regular scheduled meeting and change the May 12, 2025 meeting to a business meeting.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In accordance with NC General Statutes, 160A-71(a), City Council is required to adopt a regular meeting schedule for the following year. Council adopted the 2025 meeting schedule at their December 9, 2025 meeting. The regularly scheduled business agenda for May would have fallen on Memorial Day so it was moved to May 19th. Staff now intends to present the recommended FY 26 budget to City Council at the May 12 meeting. Staff recommends that this May 12 meeting be the only meeting that month (and a business meeting). As a result, this action would cancel the May 19th meeting. Additional budget meetings can be scheduled in early June if necessary.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to adopt a Resolution amending the 2025 Council Meeting Schedule to cancel the May 19, 2025 meeting and change the May 12, 2025 meeting to a business meeting. (Recommended)**
2. Do not amend the 2025 Council Meeting Schedule.
3. Defer action to a future meeting.

Attachments

1. 2025-05 Resolution Amending 2025 City Council Meeting Schedule

**RESOLUTION
AMENDING THE REGULAR MEETING SCHEDULE
OF THE KANNAPOLIS CITY COUNCIL
FOR THE YEAR 2025**

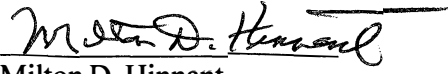
BE IT RESOLVED by the Kannapolis City Council, pursuant to North Carolina General Statute 160A-71 (a), that the following amendments be made to the regular 2025 schedule meeting of City Council:

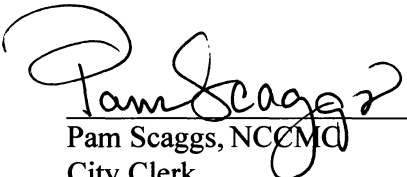
1. Amend the May 12, 2025 regular scheduled meeting from a 4:30 PM Work Session to a 6:00 PM Business Meeting; and
2. Cancel the May 19, 2025 regular scheduled meeting.

BE IT FURTHER RESOLVED, that the regular meeting schedule previously adopted by the City Council is hereby rescinded in favor of the schedule set forth in this Resolution.

BE IT FURTHER RESOLVED, this regular meeting schedule shall be effective immediately and shall continue in effect unless and until it is revoked or amended by action of the City Council.

Adopted this 27th day of January 2025.


Milton D. Hinnant
Mayor


Pam Scaggs, NCCMC
City Clerk



**KANNAPOLIS CITY COUNCIL
REVISED MEETING SCHEDULE 2025
Effective 01-27-2025**

January 13	Work Session	4:30 PM
January 27	Business Meeting	6:00 PM
February 10	Work Session	4:30 PM
February 24	Business Meeting	6:00 PM
March 10	Work Session	4:30 PM
March 24	Business Meeting	6:00 PM
April 14	Work Session	4:30 PM
April 28	Business Meeting	6:00 PM
May 12*	Business Meeting	6:00 PM
May 19*	Business Meeting	Meeting Canceled
May 26	Memorial Day –	Meeting Canceled
June 9	Work Session	4:30 PM
June 23	Business Meeting	6:00 PM
July 14	Work Session	4:30 PM
July 28	Business Meeting	6:00 PM
August 11	Work Session	4:30 PM
August 25	Business Meeting	6:00 PM
September 8	Work Session	4:30 PM
September 22	Business Meeting	6:00 PM
October 13	Work Session	4:30 PM
October 27	Business Meeting	6:00 PM
November 10	Work Session	4:30 PM
November 24	Business Meeting	6:00 PM
December 8	Business Meeting	6:00 PM

CHANGES NOTED BY BOLD (*)

All meetings will be held in the Council Chambers, Kannapolis City Hall located at 401 Laureate Way, Kannapolis.



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Heather James, Human Resources Director
Subject: **REVISIONS - Pay and Classification Plan Updates APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve Pay and Classification Plan updates.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Updates to the Pay and Classification Plan are as follows:

- Construction Maintenance Worker (updated job class)
- Assistant Coordinator (updated job class)
- Event Specialist (updated job class)
- Senior Administrative Assistant (new job class)
- Athletic Coordinator (remove), replaced with Parks and Recreation Coordinator
- Recreation Superintendent (remove), no longer in use
- Parks and Recreation Superintendent (remove), no longer in use
- Assistant Parks and Recreation Director (new job class)
- Parks and Recreation Director (reclass)
- City Attorney Emeritus (new, temporary job class)

Fiscal Implications

No additional positions are being created. These are administrative/organizational changes only. There is no direct budgetary impact.

Alternate Courses of Action

1. **Motion to approve requested Pay and Classification Plan revisions (Recommended).**
2. Table to a future meeting.
3. Take no action.

Attachments

1. Updated FY25 Pay and Classification Plan

CITY OF KANNAPOLIS
 PAY & CLASSIFICATION PLAN
 EFFECTIVE 01/27/2025

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
				52	\$ 20,544.38	\$ 23,626.14	\$ 26,194.96	\$ 31,844.51
				53	\$ 21,572.32	\$ 24,807.55	\$ 27,504.09	\$ 33,435.86
				54	\$ 22,649.70	\$ 26,047.67	\$ 28,879.14	\$ 35,107.55
				55	\$ 23,785.79	\$ 27,353.71	\$ 30,326.29	\$ 36,867.82
				56	\$ 24,973.38	\$ 28,719.49	\$ 31,841.42	\$ 38,709.46
				57	\$ 26,220.71	\$ 30,154.28	\$ 33,431.74	\$ 40,642.77
1900	NE	Parks & Recreation	Concession Worker	58	\$ 27,532.93	\$ 31,662.20	\$ 35,104.46	\$ 42,675.99
				59	\$ 28,909.01	\$ 33,245.31	\$ 36,858.55	\$ 44,808.09
1901	NE	Parks & Recreation	Hospitality Assistant	60	\$ 30,354.10	\$ 34,907.73	\$ 38,701.22	\$ 47,049.37
1905	NE	Parks & Recreation	Park Attendant					
				61	\$ 31,871.29	\$ 36,652.55	\$ 40,636.59	\$ 49,400.86
1918	NE	Parks and Recreation	Hospitality Specialist	62	\$ 33,466.76	\$ 38,486.98	\$ 42,670.84	\$ 51,873.89
1915	NE	Parks & Recreation	Park Operations Specialist					
				63	\$ 35,139.48	\$ 40,409.99	\$ 44,802.94	\$ 54,465.37
not in use	NE	General Services	Building Maintenance Technician I	64	\$ 36,895.63	\$ 42,429.82	\$ 47,041.13	\$ 57,187.66
1300	NE	Customer Service	Customer Service Advocate					
1910	NE	Parks & Recreation	Park Maintenance Technician I					
5215	NE	General Services	Building Maintenance Technician II	65	\$ 38,740.36	\$ 44,551.62	\$ 49,394.68	\$ 60,047.97
1920	NE	Parks & Recreation	Park Maintenance Technician II					
1310	NE	Customer Service	Senior Customer Service Advocate					

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range			
					Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
Code					Minimum	15%	Midpoint	Maximum
5210	NE	General Services	Building Maintenance Technician III	66	\$ 40,676.76	\$ 46,778.48	\$ 51,863.59	\$ 63,049.39
1405	NE	Global	Construction Maintenance Worker (update job class)					
1330	NE	Customer Service	Customer Care Representative					
1445	NE	Water & Sewer Distribution	Meter Service Technician					
1925	NE	Parks & Recreation	Park Maintenance Technician III					
1818	NE	Police	Park Ranger					
1800	NE	Police	Police Records Specialist					
1210	NE	Finance	Accounting Technician I	67	\$ 42,712.04	\$ 49,118.64	\$ 54,457.13	\$ 66,203.25
1345	NE	Customer Service	Customer Service Revenue Specialist					
5220	NE	General Services	Building Maintenance Technician IV					
1926	NE	Parks & Recreation	Park Maintenance Technician IV					
1010	NE	Global	Senior Administrative Support Specialist					
1450	NE	Water & Sewer Distribution	Warehouse Assistant					
1952	NE	Parks & Recreation	Assistant Coordinator (updated job class)	68	\$ 44,845.17	\$ 51,572.10	\$ 57,177.36	\$ 69,510.58
1934	NE	Parks & Recreation	Concessions Manager					
1422	NE	Global	Construction Maintenance Technician					
1408	NE	Global	Heavy Equipment Operator					
	NE	Water Resources	Lead Service Line Inventory Technician					
1930	NE	Parks & Recreation	Event Specialist (updated job class)					
1810	NE	Police	Telecommunicator					
1320	NE	Customer Service	Utility Billing Specialist					
1470/1471	NE	Water Treatment Plant	Water Treatment Plant Operator I / PT WTP I					
1220	NE	Finance	Accounting Technician II	69	\$ 47,090.57	\$ 54,154.31	\$ 60,040.76	\$ 72,989.92
		Police Fire Planning General Services City						
1020	NE	Attorney	Administrative Assistant					
1817	NE	Police	Evidence/Property Control Technician					
1705/1700	NE	Fire	Firefighter/ Firefighter P/T					
1423	NE	Water & Sewer Distribution	Locator					
4025	NE	Planning	Planning Technician					
1715	NE	Fire	Quality Assurance Coordinator					
1340	NE	Customer Service	Senior Utility Billing Specialist					
1460	NE	Water Treatment Plant	Water Quality Technician					
1465	NE	Water Treatment Plant	Water Treatment Plant Maintenance Worker					

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
4030	NE	Planning	Code Enforcement Officer	70	\$ 49,441.03	\$ 56,857.03	\$ 63,037.03	\$ 76,633.03
5400	NE	Parks & Recreation	Grounds Manager					
1600	NE	Human Resources	Human Resources Technician					
	NE	Global	Senior Administrative Assistant (new job class)					
1935	NE	Parks & Recreation	Park Manager I					
1825	NE	Police	Police Officer Trainee					
1815	NE	Police	Telecommunicator Shift Supervisor					
1409	NE	Environmental Services	Telecommunicator Shift Supervisor					
1455	NE	Water & Sewer Distribution	Warehouse Manager					
1475	NE	Water Treatment Plant	Water Treatment Plant Operator II					
1349	NE	Customer Service	Billing and Collections Manager	71	\$ 51,915.09	\$ 59,701.89	\$ 66,191.92	\$ 80,467.72
1467	NE	Water Treatment Plant	Water Treatment Plant Chief Operator					
1425/1426	NE	Global	Crew Chief					
1348	NE	Customer Service	Customer Service Manager					
1720	NE	Fire	Fire Engineer					
	NE	Water Resources	Lab Analyst					
1850	NE	Police	Police Detective					
1820	NE	Police	Police Officer					
1805	NE	Police	Records Supervisor					
1840	NE	Police	School Resource Officer (SRO)					
1865	NE	Police	Training Coordinator					
1230	NE	Finance	Accountant	72	\$ 54,509.66	\$ 62,686.83	\$ 69,500.28	\$ 84,490.90
1490	NE	Engineering	Engineering Technician					
1489	NE	Engineering	Environmental Compliance Coordinator					
1350 / 1741	NE	Customer Service Fire	Office Manager					
1940	NE	Parks & Recreation	Park Manager II					
1255	NE	Finance	Payroll Administrator					
1816	NE	Police	Police Planner/Accreditation Manager					
1610	NE	Human Resources	Human Resources Analyst I					
1951	NE	Parks & Recreation	Athletic Program Coordinator (remove)	73	\$ 57,237.10	\$ 65,822.15	\$ 72,977.56	\$ 88,716.99
1430	NE	Global	Crew Supervisor					
1725	NE	Fire	Fire Inspector					
4020	NE	Planning	Planner					
1435	NE	Public Works	Planner/Scheduler					
1950	NE	Parks & Recreation	Parks & Recreation Coordinator (updated job class)					

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
1729 Not in use 1154 /1730 1882 1498 6005 4015 1245 4031 1630	NE NE NE NE NE NE NE NE NE NE	Fire City Manager City Manager / Fire Police Engineering IT Planning Finance Planning Human Resources	Assistant Fire Marshal Communications Multimedia Specialist Community Engagement Specialist Crime Analyst / Video Specialist Engineering Technician II Technical Support Specialist GIS Specialist Purchasing Specialist P/T Senior Code Enforcement Officer Human Resources Analyst II	74	\$ 60,097.41	\$ 69,111.97	\$ 76,624.79	\$ 93,151.14
1265 5200 1735 1731 1739 1260/1262 1860 1861 1640 1480	NE NE NE NE NE NE NE NE NE NE	Finance General Services Fire Fire Fire Finance Police Police Human Resources Water Treatment Plant	Budget Analyst Facility Manager Fire Captain Fire Vehicle Mechanic Safety and Logistics Officer Senior Accountant / Sr Accountant P/T Sergeant Sergeant/Recruitment Officer Benefits Manager Water Treatment Plant Supervisor	75	\$ 63,101.92	\$ 72,567.62	\$ 80,455.36	\$ 97,808.80
1120 1491 1250 1615 6004	E E NE E NE	City Manager Engineering Finance Human Resources Information Technology	City Clerk Civil Engineer I Purchasing Agent Risk Manager Software Support Specialist	76	\$ 66,258.87	\$ 76,197.34	\$ 84,479.57	\$ 102,700.27
1130 6003 1494 1275 1235 4010	E NE E NE NE NE	City Manager Information Technology Engineering Finance Finance Planning	Community Development Program Administrator Information Technology Analyst Engineer Technician Manager Accounting Operations Manager Purchasing Manager Senior Planner	77	\$ 69,571.35	\$ 80,007.31	\$ 88,702.57	\$ 107,834.82
1740 1492 1738 1728 1495 1870 1811 1737 1485	NE NE NE NE E NE NE NE E	Fire Engineering Fire Fire Global Police Police Fire Water Treatment Plant	Battalion Chief Engineering Project Coordinator Health and Wellness Manager Fire Marshal Operations Manager Police Lieutenant Telecommunications Center Manager Training Manager Water Treatment Plant Manager	78	\$ 73,049.66	\$ 84,006.80	\$ 93,137.75	\$ 113,225.84
6002	E	Information Technology	Network Administrator	79	\$ 76,703.07	\$ 88,208.17	\$ 97,795.41	\$ 118,889.81

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
1953	E	Parks & Recreation	Recreation Superintendent (remove)					
1954	E	Parks & Recreation	Parks & Recreation Superintendent (remove)					
1619	E	Human Resources	Assistant Human Resources Director	80	\$ 80,535.70	\$ 92,616.57	\$ 102,683.79	\$ 124,830.85
1140	E	Customer Service	Director of Customer Service					
1754	E	Fire	Assistant Fire Chief	81	\$ 84,564.03	\$ 97,248.48	\$ 107,820.40	\$ 131,075.74
1956	E	Fire	Assistant Parks and Recreation Director (new job class)					
4005	E	Planning	Assistant Planning Director					
1155	E	City Manager	Communications and Marketing Director					
1270	E	Finance	Deputy Finance Director					
1880	E	Police	Police Captain					
1161	E	City Manager	Budget and Strategy Director	82	\$ 88,793.21	\$ 102,112.14	\$ 113,210.39	\$ 137,628.60
	E	Engineering	Civil Engineer II					
6001	E	Information Technology	Senior Network Administrator					
5000	E	General Services	General Services Director	83	\$ 93,230.45	\$ 107,215.79	\$ 118,869.21	\$ 144,506.94

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
1497 1885 1755 1150 1620	E E E E E	Engineering Police Fire City Manager Human Resources	Assistant Director of Engineering Deputy Chief of Police Deputy Fire Chief Director of Economic & Community Development Human Resources Director	84	\$ 97,893.26	\$ 112,576.94	\$ 124,813.34	\$ 151,734.45
1955 1501 1502 4000	E E E E	Parks & Recreation Storm Water Water Treatment Plant Planning	Parks & Recreation & Recreation Director Director of Transportation and Environmental Services Director of Water Resources Planning Director	85	\$ 102,787.82	\$ 118,205.89	\$ 131,054.11	\$ 159,320.40
1280 6000	E E	Finance Information Technology	Finance Director Information Technology Director	86	\$ 107,926.49	\$ 124,116.03	\$ 137,605.94	\$ 167,287.45
1496	E	Public Works	Director of Engineering	87	\$ 113,325.75	\$ 130,324.87	\$ 144,489.43	\$ 175,654.00
1890 1760	E E	Police Fire	Chief of Police Fire Chief	88	\$ 118,989.72	\$ 136,838.59	\$ 151,711.79	\$ 184,433.86
				89	\$ 124,940.03	\$ 143,680.88	\$ 159,298.77	\$ 193,657.51
1162	E	City Manager	Assistant City Manager	90	\$ 131,188.01	\$ 150,866.16	\$ 167,263.76	\$ 203,340.54
				91	\$ 137,746.02	\$ 158,407.82	\$ 175,625.30	\$ 213,505.61
				92	\$ 144,633.63	\$ 166,328.52	\$ 184,407.08	\$ 224,181.56
1160	E	City Manager	Deputy City Manager	93	\$ 151,864.23	\$ 174,643.71	\$ 193,627.64	\$ 235,390.02
				94				
				95	\$ 167,050.00	\$ 192,108.00	\$ 212,990.00	\$ 258,929.00
	E	Legal	City Attorney Emeritus	96	\$ 175,402.00	\$ 201,713.00	\$ 223,639.00	\$ 271,875.00
				97	\$ 184,172.00	\$ 211,798.00	\$ 234,820.00	\$ 285,468.00

Not Assigned to a Pay Grade

Administrative Intern - Flat rate position

City Attorney

City Manager

Finance Management Fellowship - Flat rate position

Reserve Police Officer - Flat rate position



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **MINUTES** - December 6, 2024 Closed Session **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve the December 6, 2024 Closed Session Minutes

Required Votes to Pass Required Action

Majority Present at Meeting

Background

None

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to approve December 6, 2025 Closed Session Minutes (Recommended).**
2. Table action to a future meeting.
3. Take no action.

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report

January 27, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **MINUTES** - January 13, 2025 Business Meeting **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve the January 13, 2025 Business Meeting Minutes

Required Votes to Pass Required Action

Majority Present at Meeting

Background

None

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to approve the January 13, 2025 Business Meeting Minutes (Recommended).**
2. Table action to a future meeting.
3. Take no action.

Attachments

1. 2025.01.13 Work Session Minutes

**CITY OF KANNAPOLIS
COUNCIL MEETING MINUTES
January 13, 2025**

A meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, January 13, 2025 at 4:30 P.M., at Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Ryan Dayvault
Dianne Berry
Jeanne Dixon
Darrell Jackson
Tom Kincaid
Doug Wilson

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

City Attorney: Walter M. Safrit

Staff Present: Kirk Beard
Alex Anderson
Elizabeth McCarty
TJ Cook
Gerald Faulkner
Chris Hill
Irene Wong
Michael Rattler
Gary Mills
Annette Privette-Keller
Kristin Jones

Visitors Present: Ed Hosack
Jeremy Burleson
Joe Hatley
Madison Scarbough
Pam Smith
Sophia Wilkerson
Mark Spitze
Lidiz Mora
Lennin Caro

Cherish Johnson
Reverend Steve Sellers
Cheryl Monihan
Lennin Caro

CALL TO ORDER AND WELCOME

Mayor Hinnant called the meeting to order and welcomed all in attendance. Mayor Hinnant led a moment of silent prayer and Councilmember Kincaid offered the Pledge of Allegiance.

ADOPTION OF AGENDA

Mayor Hinnant asked for a motion regarding the Agenda. Councilmember Jackson made the motion to approve, second by Councilmember Dixon and the motion was unanimously approved.

Mayor Hinnant introduced and welcomed the new City Clerk, Pam Scaggs, and explained that the previous Clerk, Bridgette Bell, retired after serving the City for thirty-seven (37) years.

PROCLAMATION

Mayor Hinnant read a Proclamation recognizing February as Black History Month and presented the Proclamation to Kannapolis resident Ron Flanders.

PRESENTATIONS

Cooperative Christian Ministry Update

Representative for Cooperative Christian Ministries (“CCM”), Ed Hosack, provided a comprehensive presentation and began by expressing his appreciation for the partnership with both the City and with City Council. Mr. Hosack discussed the housing crisis and the decline of assisted living centers, emphasizing the need for collaboration to address these issues across Cabarrus County. He stated that the purpose of the Caremoor facility is to create a restorative community that enhances the lives of both young and old residents through a supportive environment and activities.

Mr. Hosack stated that the Caremoor facility was purchased by CCM in 2023 and outlined staff duties along with 2024 accomplishments and first-quarter goals. He detailed upgrades to the rooms, kitchens, security systems and highlighted staff and organizational changes. Mr. Hosack added that a new director position for resident care and services was created which will focus on mothers and children. He stated that there is collaboration with Elder Orphan Care and that additional funds were allocated for work and operational enhancements.

Mr. Hosack stated that during the first year of ownership, sixteen (16) residents transitioned (through death or advancement to skilled nursing) but that they also gained 17 residents during the same timeframe. He added that the facility serves all of Cabarrus County with approximately 95% of the residents having a direct connection to Kannapolis. Mr. Hosack stated that a scholarship (Mrs. Corine Cannon Scholarship) was established to assist retirees who may be struggling without access to quality senior care and have a goal to raise the scholarship to \$105,000.00 in honor of Mrs. Cannon who turned 105 years old on her recent December birthday.

Mr. Hosack directed Council's attention to an aerial photo of the facility and stated that *Grace Place @ Caremoor* is ready & willing to expand as opportunities arise and will be focusing on

1 apartments for mothers and children. He provided an example of a family consisting of two adults
2 and two children who were evacuated from Western North Carolina after Hurricane Helene. One
3 of the children required medical attention from Jeff Gordan's Children's hospital but the family
4 did not have anywhere to go and stayed at *Grace Place*. Mr. Hosack further highlighted two
5 buildings on the campus that will transition to those apartments, with an average of fourteen
6 months. He emphasized the priorities of ensuring that both residents and new families are aware
7 of the long-term plan, maintaining a safe and orderly environment, and enriching the lives of both
8 residents and staff. Mr. Hosack mentioned a similar facility located in Ashe County and concluded
9 his presentation by stating plans to create a safe play space for children which will include adding
10 a gravel pathway to the play area. He also discussed parking and safety considerations.

11
12 Councilmember Dixon commented that the woman in the picture with Mrs. Cannon is her 96-year-
13 old mother. Mr. Hosack responded to Council questions regarding adding bus stops; providing
14 housing for whole families; parking; funding opportunities, and the potential to transition to a
15 Medicaid facility.

16 17 **Camino Community Update**

18 Economic Director Irene Wong provided context for the next presentation stating that the City
19 began working with Camino Development Corporation ("Camino") in the summer of 2023 when
20 the Tiffany Mobile Home Park experienced flooding and Camino was able to work with the City
21 to assist those residents. Ms. Wong stated that Council approved a collaboration with Camino and
22 UNC Chapel Hill to conduct a survey to gain a deeper understanding of the Latino community.

23
24 Camino representative, Tim Hagler, introduced Lidiz Mora who shared a personal story of moving
25 to the United States ("US") from Venezuela as a trained medical professional but had to take a job
26 as a construction worker and delivery driver to help make ends meet. Ms. Mora explained that the
27 US does not always recognize certifications from other countries and that she began working with
28 Camino in 2021 as a researcher in an effort to try to bridge that gap. She introduced Cherish
29 Johnson who talked about the expansion of the Camino building located on South Main Street and
30 the creation of a network of 677 faith leaders from across the state, as well as establishing physical,
31 behavioral and dental health services. Ms. Johnson also talked about providing training
32 opportunities for those faith leaders; providing wellness visits to Cabarrus County jails; and a
33 partnership with Cabarrus County schools to provide school based mental health. She introduced
34 Reverend Steve Sellers, who talked about Camino's community engagement, specifically their
35 assistance with the Tiffany Mobile Home Park flooding. Reverend Sellers emphasized the diverse
36 and impactful initiatives undertaken by Camino, which include distributing dental information;
37 organizing a summer Bible school; conducting neighborhood clean-up days; hosting soccer clinics;
38 providing food boxes and employment support; organizing a Christmas celebration; creating a
39 community hub to address social needs; and offering university courses at the South Main Street
40 location with the goal to expand their educational presence. He introduced Cheryl Monihan.

41
42 Ms. Monihan highlighted programs which focus on education, employment and entrepreneurship.
43 She talked about the expansion of services, assessments, English as a second language (ESL),
44 computer classes and collaboration with Rowan-Cabarrus Community College (RCCC). Ms.
45 Monihan introduced Lennin Caro, Director of Camino Research Institute.

46
47 Mr. Caro provided demographic data from the 1990 census to the present, showing significant
48 growth in the Latino population in Kannapolis. He highlighted the diverse community, survey

1 results, and the strengths and weaknesses identified in that survey. He stated key points which
2 included the need for dental and healthcare services, barriers such as lack and cost of insurance,
3 and perceptions of local government and police. Mr. Caro explained that the findings were based
4 on 315 anonymous Latinos living in the City of Kannapolis. He stated that he would like to provide
5 a comprehensive report in the spring.

6
7 Mayor Hinnant recognized that four of the major needs involved healthcare and asked when they
8 would begin providing those services. Ms. Mora responded that the facility started small but is
9 accommodating and that they are addressing vulnerabilities in both dental and physical health. She
10 added that there are plans for building changes in the spring and summer to increase services in
11 the community, though not necessarily in brick-and-mortar locations. Mayor Hinnant asked if
12 Camino has obtained the necessary requirements for construction. Ms. Mora responded that while
13 most construction requirements are finished, a significant part of the building is still incomplete,
14 but the that the healthcare clinic is finished. She added that personnel will be hired to provide
15 services.

16
17 Councilmember Kincaid inquired about the number of current staff positions. Ms. Mora responded
18 that there are six nurse practitioners, one medical director and one dental director. When asked
19 how they are paid, Ms. Mora responded that they are paid by Camino, with some services billed
20 to Medicaid.

21
22 Councilmember Berry asked about a partnership between Camino and the Cabarrus County Health
23 Alliance. Ms. Mora clarified that they are indeed partnered, but both organizations are currently
24 facing staffing issues.

25
26 Councilmember Wilson expressed concern regarding undocumented residents. Mr. Caro clarified
27 that the survey results only include 315 anonymous residents and approximately 30% are
28 undocumented and approximately 50% of those do not have a North Carolina license. There was
29 discussion regarding social security, taxes and living situations.

30 31 **CONSENT AGENDA**

32 Councilmember Dixon requested that item #F for the budget amendment regarding Little Texas
33 Road be moved from the Consent Agenda to the Business Agenda. Mayor Hinnant agreed to move
34 the item directly after the Fishertown discussion. Councilmember Berry stated that the Closed
35 Session Minutes for December 6, 2024 had not been made available to Council and asked that they
36 be tabled to the next regular scheduled meeting. Councilmember Wilson made a motion to approve
37 the revised Consent Agenda as amended, second by Councilmember Berry and approved by
38 unanimous vote.

39 40 **BUSINESS AGENDA**

41 **Fishertown Annexation**

42 City Manager, Mike Legg, stated that there had been a recent Fishertown neighborhood meeting
43 regarding annexation of the neighborhood and indicated that Council would need to advise next
44 steps in that process. Mr. Legg reminded Council that there had been a similar request in 2018 but
45 that it had been unsuccessful due to lack of participation by the neighborhood residents. He
46 provided data from the 2018 request and noted that the information will need to be updated if
47 Council decides to move forward with annexation. Mr. Legg stated that two processes can be used

1 to determine if annexation will concur and that they could both occur concurrently. Mr. Legg
2 directed Council's attention to a map that illustrated current location of water and sewer utilities
3 ("utilities"). He added that while the data may need to be updated, it would include the same
4 properties as were involved in the 2018 process.

5
6 Process A: If at least 75% of property owners (not renters) sign the petition to annex, the
7 City must annex the entire area.

8
9 Mr. Legg stated that in 2018, only 31% of property owners signed the petition.

10
11 Process B: If 66.6% of residents (renters) agree, Council may annex the entire area.

12
13 Mr. Legg clarified that there only needs to be one adult living in the home that needs to sign the
14 petition and added that 22% of renters signed the petition in 2018. He added that if the
15 neighborhood is annexed, the City must offer utilities to all property owners and that if 51% of the
16 households request the service, the City is required to pay for extending the lines to each house
17 which would include all plumbing costs to connect those utilities. Mr. Legg provided a timeline
18 for the process and stated that the City Clerk would be responsible for managing the responses. He
19 noted that it is a long process that involves a lot detailed work and while there is no guarantee that
20 the result will be different than what was in 2018, residents are asking the City to consider annexing
21 the neighborhood again. Mr. Legg concluded by making himself available for questions.

22
23 Council members discussed previous requests for annexation and questioned why the
24 neighborhood wasn't included when the City was incorporated. The conversation also covered
25 annexation and statute changes over the years and Assistant City Manager Wilmer Melton was
26 commended for effectively communicating the process to residents at the neighborhood meeting.
27 Additional discussion points included the substantial costs to the City for making utility
28 connections and the reasons why the City would not want to "piecemeal" annex the properties.
29 Council determined that the residents should take the lead in forming a group to convey their
30 message and support for annexation and Councilmember Wilson agreed to convey that message
31 to the residents.

32 33 **Little Texas Road**

34 Councilmember Dixon explained her request to move the Budget Ordinance Amendment for Little
35 Texas Road to the Business Agenda was due to a community meeting occurring later in the
36 evening, and a resident from that community being in the audience. She thought that the resident
37 she could provide details during the community meeting. Mayor Hinnant confirmed that an update
38 on the project is what is being requested and Councilmember Dixon confirmed.

39
40 Mr. Legg stated that the North Carolina Department of Transportation (NCDOT) provided
41 additional funds to the City for the sidewalk project on Little Texas Road which prompted the
42 budget amendment. He then asked Director of Engineering, Beth Hassenfritz, for an update. Mrs.
43 Hassenfritz stated that right-of-way (ROW) acquisition is currently being conducted, design plans
44 have been finalized and that they hope to be in construction by the end of next year, but it could
45 be earlier if ROW acquisition is completed sooner. Mayor Hinnant asked for a motion regarding
46 the budget amendment. Councilmember Wilson made the motion to approve, second by
47 Councilmember Dayvault and the motion was unanimously approved.

1 **CLOSED SESSION**

2 Mayor Pro Tem Berry made a motion to go into Closed Session pursuant to GS. 143-318.11 (a)
3 (5) for discussion of a negotiating position on price and other material terms of real property
4 acquisition and G.S. 143.318.11 (a) (6) for the purpose of discussing personnel matters; second
5 by Councilmember Dayvault and the motion was unanimously approved.
6

7 Council went into closed session at 6:15 PM.
8

9 There being no further business, Councilmember Dayvault made the motion to come out of
10 closed session, second by Councilmember Wilson and unanimously approved.
11

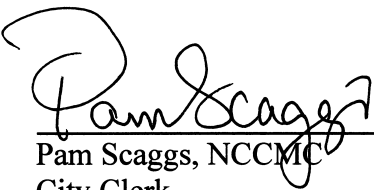
12 Council resumed regular session at 7:57 PM.
13

14 Councilmember Dayvault made the motion to authorize the City Manager to finalize the contract
15 for Mr. Kelly as revised by Council regarding the flexible work schedule and the evaluation
16 cycle. Second by Councilmember Wilson and unanimously approved.
17

18 Councilmember Wilson made the motion to adjourn, second by Councilmember Dixon and
19 unanimously approved.
20

21 The meeting adjourned at 8:04 PM on Monday, January 13, 2025.
22
23
24

25 
26 _____
Milton D. Hinnant, Mayor

27 
28 _____
29 Pam Scaggs, NCCMC
30 City Clerk



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **MINUTES** - January 13, 2025 Closed Session Meeting **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve the January 13, 2025 Closed Session Minutes

Required Votes to Pass Required Action

Majority Present at Meeting

Background

None

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to approve the January 13, 2025 Closed Session Minutes (Recommended).**
2. Table action to a future meeting.
3. Take no action.

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-01 - SH Irish Creek Club, LLC & Shea Homes Carolina, LLC (Irish Creek) APPROVED UNANIMOUS**

Recommended Action Requested by City Council

1. Conduct a Public Hearing
2. Motion to adopt the Resolution approving the Ordinance for the execution of the Development Agreement

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On December 12, 2021, City Council adopted the Wastewater Allocation Policy to "provide for the judicious allocation" of the City's limited wastewater treatment capacity. To do so, City Council adopted a fair and reasonable method for strategic allocation of this resource to qualifying public and private land development interests. The allocation process is administered by issuing permits to projects which meet specified City interests and goals. In the case of private commercial permit recipients, it has become clear that once allocation is determined to be available, it is necessary to require the developer to guarantee completion of the project, as presented, within a specified time period. In the event of failure to meet these requirements, the allocation could be rescinded and awarded to another qualified project.

The method of acquiring the contractual guarantee is accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described development agreement is combined parcels consisting of 595.92 +/- acres in the City of Kannapolis and 162.3 +/- acres in the Town of Landis, further identified as Rowan County Parcel Identification Numbers 249C094000001, 244 011, 245 163, 244 169, 244 158, 142 049000001, 131 173, 131 143, 131 145, 131 144, 141 0010000001, 131 07202, 131 07201, 132 108, 132 0130000001, 131 202 and 131 142. This project is a proposed single-family residential development. The project will consist of 576 homes in the City of Kannapolis' jurisdiction and 168 homes in the Town of Landis' jurisdiction.

Fiscal Implications

None

Alternate Courses of Action

1. Motion to adopt the Resolution approving the Ordinance (Recommended)

2. Amend and then approve the Resolution
3. Table action to a future meeting
4. Take no action

Attachments

1. RECORDED Irish Creek Development Agreement 1
2. 2025-08 Ordinance to adopt DA-2025-01 SH Irish Creek Club & Shea Homes Carolina LLC
3. 2025-06 Resolution approving DA-2025-01 SH Irish Creek Club and Shea Homes Carolina

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

FILED Apr 04, 2025
AT 10:59 am
BOOK 17375
START PAGE 0001
END PAGE 0190
INSTRUMENT # 07064
EXCISE TAX \$0.00

SSF

DEVELOPMENT AGREEMENT

BY, BETWEEN AND AMONG

THE CITY OF KANNAPOLIS, NORTH CAROLINA;

THE TOWN OF LANDIS, NORTH CAROLINA;

SH IRISH CREEK CLUB, LLC

AND

SHEA HOMES CAROLINA, LLC

MARCH 17, 2025

Doc ID: 015745680190 Type: CRP
Recorded: 04/03/2025 at 03:55:58 PM
Fee Amt: \$726.00 Page 1 of 190
Rowan, NC
J. E. Brindle Register of Deeds
BK **1459** PG **630**

190/72600
RM

SCANNED AND RETURNED

Prepared by and Return To:

John T. Floyd, Esq.
Moore & Van Allen PLLC
100 N. Tryon St., Suite 4700
Charlotte, NC 28202

190/726

STATE OF NORTH CAROLINA)
COUNTY OF ROWAN)
and)
COUNTY OF CABARRUS)

DEVELOPMENT
AGREEMENT
(Irish Creek)

This Development Agreement together with the Exhibits attached hereto (the "Agreement") is made and entered into this 17th day of March, 2025 ("Effective Date"), by, between, and among SH Irish Creek Club, LLC and Shea Homes Carolina, LLC (the "Developer"), the Town of Landis, a North Carolina municipal corporation ("Town"), and the City of Kannapolis, a North Carolina municipal corporation ("City").

WITNESSETH:

WHEREAS, The North Carolina General Statutes ("N.C.G.S." §160D-1001 through §160D-1012), as they exist on the Effective Date of this Agreement (the "Development Agreement Act"), enable cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act ("the Act"); and

WHEREAS, Section 160D-1001(a)(1) of the Development Agreement Act provides that "Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources;" and

WHEREAS, Section 160D-1001(a)(3) of the Development Agreement Act provides that "Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and the phasing of the private development;" and

WHEREAS, Section 160D-1001(a)(4) of the Development Agreement Act provides that "Such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development;" and

WHEREAS, Section 160D-1001(a)(5) of the Development Agreement Act provides that "Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas;" and

WHEREAS, Section 160D-1001(a)(6) of the Development Agreement Act provides that "To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility to negotiate such developments;" and

WHEREAS, in view of the foregoing, Section 160D-1001(b) and 160D-1012 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections

160D-1001 through 160D-1012 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing bodies of the local governments by ordinance after duly noticed public hearings; and

WHEREAS, Section 160D-1004 of the Development Agreement Act permits the use of a development agreement to “property of any size”. G.S. 160D-1004 further provides that “Development agreements shall be of a reasonable term specified in the agreement”; and

WHEREAS, Developer has a contract to purchase certain parcels of land containing approximately 162.3 acres, more or less, located generally south of Cannon Farm Road in the Town of Landis, North Carolina (the “Landis Property”), such Property being more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Developer has a contract to purchase certain parcels of land containing approximately 595.81 acres, more or less, located generally north and south of Cannon Farm Road in the City of Kannapolis, North Carolina (the “Kannapolis Property”), such Property being more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the current owners of the Kannapolis Property are Murdock Holdings, LLC and Atlantic American Properties, Inc.; the current owners of the Landis Property are Murdock Holdings, LLC, Atlantic American Properties, Inc., and Louise K. Connor, Trustee of the Louise K. Connor Revocable Trust; and Developer has an equitable interest in the Kannapolis Property and the Landis Property by virtue of Developer’s contractual right to purchase those properties; and

WHEREAS, Developer desires to develop an integrated residential subdivision on the Landis Property and the Kannapolis Property (the “Subdivision”) such that development on the Landis Property shall be compliant with the Landis Development Ordinance and the zoning on the Landis Property, the development on the Kannapolis Property will be consistent with the Kannapolis Development Ordinance and the zoning on the Kannapolis Property, and all development will be in accordance with the terms, conditions and provisions of this Agreement; and

WHEREAS, the Landis Property is entirely within the Landis Town limits, and the Town has determined that the portion of the Subdivision being developed in the Town is consistent with the Town’s adopted Comprehensive Land Use and Master Plan and Official Zoning Map; that the portion of the Subdivision being developed in the Town conforms to all relevant requirements of the regulations of the Town, including the Landis Development Ordinance (the “Town Zoning”); that the portion of the Subdivision being developed in the Town, including its lot sizes, density, access and circulation, is compatible with the existing and/or permissible future uses of adjacent property; and that the portion of the Subdivision being developed in the Town will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties.

WHEREAS, the Town’s Board of Aldermen has found that the portion of the Subdivision being developed in the Town will benefit the citizens and businesses of the Town of Landis by expanding the Town’s tax base, by diversifying the Town’s economy, by attracting new businesses and industries to the Town, and by creating additional jobs within the Town. The Town has found

that it is in the best interests of the citizens and businesses of Landis for the Town to encourage and aid the development of the Subdivision, including by assisting with Infrastructure development to the Subdivision and increasing water service capability to the Town's adjacent Wastewater Treatment Plant.

WHEREAS, the Kannapolis Property is entirely within the Kannapolis City limits, and the City has determined that the portion of the Subdivision being developed in the City is consistent with the City's adopted Comprehensive Land Use and Master Plan and Official Zoning Map; that the portion of the Subdivision being developed in the City conforms to all relevant requirements of the regulations of the City, including the City's Development Ordinance (the "City Zoning"); that the portion of the Subdivision being developed in the City, including its lot sizes, density, access and circulation, is compatible with the existing and/or permissible future uses of adjacent property; and that the portion of the Subdivision being developed in the City will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties.

WHEREAS, the Kannapolis City Council has found that the portion of the Subdivision being developed in the City will benefit the citizens and businesses of the City of Kannapolis by expanding the City's tax base, by diversifying the City's economy, by attracting new businesses and industries to the City, and by creating additional jobs within the City. The City has found that it is in the best interests of the citizens and businesses of Kannapolis for the City to encourage and aid the development of the Subdivision by providing water service capacity to the Subdivision.

WHEREAS, sanitary sewer capacity for the City portion of the development shall be provided solely by and through an Interlocal Agreement between Landis and City which will receive sanitary sewer treatment capacity through Salisbury-Rowan Utilities.

WHEREAS, this Development Agreement is being made and entered between Developer, the City, and the Town under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, as hereinafter defined, consistent with its approved Project without encountering future changes in zoning regulations which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and adding to the tax base of each jurisdiction.

WHEREAS, general benefits to be received by the City and Town from this Agreement and development of the Property include, without limitation:

1. Implementation of the Project and furthering the goals of securing appropriate residential uses and densities for the Landis Property and Kannapolis Property;
2. Protection of natural resources and environmentally sensitive areas within the Landis Property and Kannapolis Property, minimization of adverse off-site impacts, and incorporation of sustainability principles in the Development of the Landis Property and Kannapolis Property;
3. Provision of an efficient, effective, and practical overall plan for addressing the development of the Landis Property and Kannapolis Property, including the protection

of natural resources, the provision of open space and commitments with respect to utilities, roads and other infrastructure improvements; and

4. Substantial commitments to public facilities and amenities to result from development of the Landis Property and Kannapolis.

WHEREAS, general benefits to be received by the Developer from this Agreement and development of the Landis Property and Kannapolis Property include, without limitation:

1. Obtaining sufficient certainty, timeliness, and predictability in the City's and Town's development review and approval process to justify the required substantial initial capital investment for development projects in the Landis Property and Kannapolis Property that will require multiple years to complete;
2. Realization of the opportunity to implement the Project for a residential development that is consistent with goals and needs of the Developer; and
3. Coordination with the City and Town to achieve the public benefits necessary for the Development.

WHEREAS, in exchange for providing these benefits to the City and Town, the Developer, desires to receive the assurance that the Project will proceed in accordance with this Agreement.

WHEREAS, this Agreement was approved by the Kannapolis City Council by Ordinance following a public hearing on January 27, 2025.

WHEREAS, this Agreement was approved by the Landis Board of Alderman by Ordinance following a public hearing on March 17, 2025.

NOW, THEREFORE, based upon recitals hereinabove, the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree as follows;

I. DEFINITIONS

Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:

(a) "Applicable Law" means all federal and state statutes, ordinances, regulations, and requirements governing the Subdivision.

(b) "Architectural Standards" means building design elements and other requirements of the Current Regulations or this Agreement for the development of the Kannapolis Property set forth in Exhibit C.

(c) “Current Regulations” means all statutes ordinances, resolutions, regulations, and comprehensive plans adopted by the City or Town on or before the Effective Date affecting the development of the Subdivision and includes, without limitation, laws governing permitted uses, density, design, and improvements, subject to Section II below. The term does not include routine fees for zoning permits adopted as part of an annual budget and applicable throughout the respective jurisdiction.

(d) “Development Schedule” means the schedule for development of the Subdivision as shown in Exhibit B.

(e) “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.

(f) “Kannapolis Development Plan” means a type of plan that becomes part of the zoning of the Kannapolis Property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case Number #CZ-2021-16, and as set forth on Exhibit D.

(g) “Landis Preliminary Plat Site Construction Plans” means the construction plans for the Landis Property approved in accordance with Section 7.11 of the Landis Development Ordinance.

(h) “Project” means the development that will occur within and upon the Landis Property and Kannapolis Property pursuant to this Agreement and in accordance with the Kannapolis Development Plan and Landis Site Plan and includes the Subdivision.

(i) “Property Owner” means (i) any person or entity, other than the City or the Town, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.

(j) “Subdivision Plan” means the general layout of the Subdivision as depicted in Exhibit E.

(k) “Water and Sewer Plan” means the general plan for the connection of the Subdivision’s water and sewer Infrastructure to the water and sewer services of the City and Town as generally depicted on Exhibit F.

(l) “Zoning” means the applicable development ordinance(s) affecting the property or portion thereof adopted by the respective jurisdictions.

II. APPLICABLE REGULATIONS

(a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, development of the Project, including, without limitation, approval procedures and impact, connection, or other fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law. Developer shall have a right to develop the Subdivision in accordance with the terms of this Agreement and the terms of the Zoning and other Town and City development regulations as they exist on this Agreement's Effective Date. Developer acknowledges and agrees that this Agreement does not concern or limit any County, State, or federal regulations that may apply to the Project or to the Subdivision.

(b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the development of the Subdivision throughout the term of this Agreement. Town and City may not apply subsequently adopted land development regulations to the Project or the Subdivision during the term of this Agreement without the written consent of Developer, including any subsequently adopted fees related to adequate public facilities. This Agreement does not abrogate any rights preserved by G.S. 160D-108 or 16D-108.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement.

(c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City, the Town, or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City, the Town or other governmental entity.

(d) Updates to Ordinances. Where any City or Town ordinance, , resolution, or regulation adopted after the date hereof (a "New Ordinance"), differs from the Current Regulations, Developer may in its sole discretion, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City and/or Town, and the City and/or Town shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.

(e) Applicability of Local Ordinances, Plans, Notices, and Approvals. To the extent this Agreement calls for the application of rules or standards contained in an ordinance of the Town or the City or a development plan, the ordinance of the Town and the Landis Preliminary Plat Site Construction Plans shall apply to any development on the Landis Property, and the ordinance of the City and the Kannapolis Development Plan shall apply to any development on the Kannapolis Property. To the extent this Agreement requires that notice be given or approval obtained from the Town or the City, Developer shall only be required to provide notice or obtain approval from the municipality responsible for regulating the relevant area of the Subdivision. Provided, however, in compliance with G.S. 160D-1006 (c) the City is responsible for the overall administration of this Development Agreement.

III. SUBDIVISION DEVELOPMENT

(a) Development of the Property. The Subdivision shall be developed in accordance with the Kannapolis Development Plan, the Landis Preliminary Plat Site Construction Plans, the Current Regulations, and the terms of this Agreement.

(b) Permitted Uses. The Property may be used as a residential subdivision with any uses currently permitted under the existing zoning of SFR-2 and SFR-3 for the Landis Property and the Kannapolis Development Plan for the Kannapolis Property, together with any incidental or accessory uses associated therewith.

(c) Maximum Unit Counts. The maximum unit counts of the Subdivision is based upon the existing zoning on the Landis Property and Kannapolis Property, including the Kannapolis Development Plan. For the Landis Property, the maximum density per Current Regulations. For the Kannapolis Property, the maximum density is limited to 600 homes.

(d) Local Development Permits and Other Permits Needed. The Parties anticipate that local development permits and other regulatory permits will be needed to complete the Development of the Project, including Landis Preliminary Plat Site Construction Plans approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificate of compliance, city water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

(e) Expansion of Site. Nothing in this Agreement shall prevent the Developer from pursuing contiguous expansion of the Subdivision upon compliance with the ordinances applicable to the expansion area in effect at the time within the City and/or Town and the terms of this Agreement.

(f) Development Schedule and Phasing. The Subdivision shall be constructed in phases and developed in accordance with the development schedule attached as Exhibit B. In the event development is economically unfeasible according to the Development Schedule, Developer may be granted reasonable extensions consistent with the economic feasibility of the development of the Property, with such changes being minor modifications of this Agreement and not subject to the formal amendment process.

(g) Term. The term of this Agreement shall commence upon the Effective Date. This Agreement shall terminate upon the earlier to occur of: (i) ten (10) years thereafter, or (ii) complete fulfillment of all covenants of the Parties to one another pursuant to this Agreement (the "Termination Date"). This Agreement may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement. The Developer represents that the Project will be substantially completed by December 31, 2034 after full and final completion of all sewer and water improvements by City and Town (i.e. all amenities to be erected completed and essentially all Development structures erected and/or all necessary infrastructure in place to serve the intended uses). Nothing in this Section shall be interpreted to extend the Term of this Agreement, but time is not of the essence as to this Section, provided that Developer is proceeding in good faith, as to any other Developer commencement or completion deadlines. However, the Term may be extended by agreement of the Parties and provided there is no material breach of Agreement.

(h) Subdivision of Site. Developer reserves the right to subdivide the Landis Property and Kannapolis Property into smaller parcels of at least ten acres, or to smaller individual home lots, in accordance with the respective development ordinances of the City and Town, provided that any subdivision of the Kannapolis Property remains consistent with the requirements of Current Regulations, the Architectural Standards, and this Agreement.

(i) Utilities. The Developer may request the extension of power and other electric, telephone, cable utilities and Developer agrees that all such utilities located along the interior streets of the Subdivision shall be buried on site adjacent to the public street right-of-way.

(j) Open Space and Common Areas. The Subdivision shall have open space and common areas as generally depicted in the Kannapolis Development Plan, Landis Preliminary Plat Site Construction Plans, the Subdivision Plan, and as otherwise required by the Current Regulations.

(k) Eminent Domain. The City and the Town agree that they will each exercise the power of eminent domain in accordance with normal procedure for the acquisition of utility easements, construction easements, right of way, and other property interests reasonably necessary for Developer to construct the Subdivision and the off-site improvements deemed necessary by the City and/or Town and contemplated by this Development Agreement and Exhibits E, F, and H.

(l) Special Assessments. At the request of Developer and in accordance with N.C. Gen. Stat. § 160A-216, et seq., the City and the Town agree to consider approving special assessments against the Landis Property or the Kannapolis Property for purposes of offsetting the cost of Developer's Infrastructure improvements contemplated by this Agreement. Nothing herein shall be interpreted to require the City or the Town to approve any special assessments.

IV. LANDIS PROPERTY

(a) Approval of Site Plan. Following approval and execution of this Agreement, Developer shall submit a proposed site plan to the Town's Planning Department in accordance with the procedures in the Landis Development Ordinance. Within ninety (90) days of Developer submitting a Preliminary Plan, the Town's Planning Department shall review and provide written comment on the Preliminary Plan in accordance with the procedures in the Landis Development Ordinance. Once the Landis Preliminary Plat is approved or ninety (90) days have passed since submission, the Developer will be authorized to proceed with the following pursuant to the approved Landis Preliminary Plat Site Construction Plans:

- (1) The installation and approval of required improvements (subject to the approval of construction drawings as required by the Landis Development Ordinance);
- (2) Site preparation/grading (subject to obtaining a grading permit and/or an erosion control permit as required in the Landis Development Ordinance); and
- (3) The preparation of one or more final plats in accordance with the phasing schedule appearing in Exhibit B, subject to the Landis Development Ordinance including any Performance Guarantee(s) required therein.

(b) Development Standards. The Landis Property shall be developed in accordance with the Current Regulations and the Landis Preliminary Plat Site Construction Plans.

(c) Oversight Responsibility. The responsibility for overseeing all development on the Landis Property and ensuring compliance with all applicable development standards shall rest solely with the Developer, whose project engineer shall certify full compliance for installation of all infrastructure constructed in accordance with the Landis Preliminary Plat Site Construction Plans. The Town agrees that review of any submittals made by Developer will be performed within ninety (90) days and that failure to render a decision within ninety (90) days will constitute an approval of any Developer submission.

(d) Dedication or Reservation of Land. Developer shall dedicate a 30'x30' easement in the area generally shown on the Water and Sewer Plan for the Town to construct a water pump site in the future, and the Town expressly agrees that use of the easement for construction of a pump site shall not be considered when assessing the Project's conformity with the Current Regulations.

V. KANNAPOLIS PROPERTY

(a) Development Standards. The Kannapolis Property shall be developed in accordance with the Development Plan, the City's Current Regulations, the Architectural Standards, and this Agreement. Any photographs or diagrams contained in Exhibit C to this Agreement are provided to demonstrate the general intent of the standards but do not represent specific improvements that will be constructed in the Subdivision. To the extent of any conflict between the written terms of Exhibit C to this Agreement and any architectural standards contained in the Current Regulations for the City, the requirements of Exhibit C shall control.

(b) Oversight Responsibility. The responsibility for overseeing ensuring compliance with all applicable development standards on the Kannapolis Property shall rest solely with the City. The City agrees that review of any submittals made by Developer will be performed within ninety (90) days and that failure to render a decision within ninety (90) days will constitute an approval of any Developer submission. (c) Club at Irish Creek. The Developer acknowledges that the portion of the Kannapolis Property identified on Exhibit G attached hereto (the "Golf Property") is currently operated as an 18-hole golf course and golf club known as "The Club at Irish Creek" (the "Golf Club").

(1) At or before closing of Developer's acquisition of the Golf Property, Developer and City shall enter into an agreement in which Developer shall grant to City a continuing right of first refusal and option to purchase the Golf Club under the following terms and conditions (collectively, the "Preemptive Rights"):

(i) In the event that Developer receives a bona fide offer to purchase a majority interest or controlling interest in the Golf Club from an unaffiliated third-party (the "Third Party Offer"), Developer shall notify City in writing of the terms of the Third Party Offer by delivering to City an offer to purchase, letter of intent, purchase agreement, or similar document signed by said third party and evidencing the Third-Party Offer, within thirty (30) days of the receipt of the Third-Party Offer. Within sixty (60) days after the receipt of such notice from Developer (the "Election Deadline"), City shall notify Developer in writing of City's election to exercise or not exercise the right of first refusal granted herein (the "Election Notice"). If City elects to exercise the right of first refusal, the purchase price and other terms of sale for the Golf Club shall be the same as that set forth in the Third Party Offer and any other terms and conditions of the purchase of the Golf Club by

City shall be substantially as set forth in the Third-Party Offer. The closing of the purchase of the Golf Club by the City shall occur on or before the later of the closing date as set forth in the Third Party Offer or ninety (90) days following the date that City delivers the Election Notice to Developer. At the closing, Developer shall convey its interest in the Golf Club to City by Special Warranty deed and all other portions of the Golf Club by bill of sale and assignment, free and clear of any liens or encumbrances other than those existing as of the date of this Agreement or as otherwise agreed by the Developer and City, shall deliver exclusive possession of the Golf Club to City, and shall deliver such other affidavits, certificates, documents, and agreements as are customarily delivered at a closing of commercial property similar to the Golf Club in Cabarrus County, North Carolina. In the event that City elects not to exercise the right of first refusal as provided herein or fails to deliver the Election Notice by the Election Deadline, Developer may proceed with the sale of the Golf Club to said third party on the same terms and conditions as provided for in the Third-Party Offer. If the terms of the Third-Party Offer are materially changed or Developer receives an offer from another third party that it wishes to accept, Developer shall be required to comply with the terms of Subsection (c)(1) prior to consummating the sale of the Golf Club.

(ii) If the Golf Club ceases to be used as an 18-hole golf course (specifically excluding use as an 18-hole executive golf course) with a golf clubhouse and related facilities for more than a period of ninety (90) days within any calendar year (excluding time periods during which the golf course or clubhouse are closed for maintenance, repairs, replacements, renovation, capital improvements, pandemics, or force majeure events) (the "Trigger Event"), City shall have the option to purchase the Golf Club (the "Option") on the following terms:

(A) City may exercise the Option at any time during the period beginning on the date that the Trigger Event occurs and ending on the date that is one hundred twenty days thereafter (the "Option Period") by providing written notice ("Notice of Exercise") thereof to Developer. The date that City delivers the Notice of Exercise to Developer shall be called the "Effective Date".

(B) Developer shall have thirty (30) days following receipt of the Notice of Exercise (the "Effective Date") to restart operations of the Golf Club consistent with reasonable industry practice. Otherwise, the closing of the sale and purchase of the Golf Club (the "Closing") shall occur on a date selected by City that is within one hundred twenty (120) days following the Effective Date, or on such other date as the parties hereto may mutually agree (the "Closing Date").

(C) City shall enter into a purchase agreement pursuant to which City agrees to pay to Developer at Closing as the purchase price for the Golf Club the amount determined as follows (the "Purchase Price"): After the Effective Date, Developer and City shall use commercially reasonable efforts to agree upon the Purchase Price. If Developer and City are unable to agree upon the Purchase Price within thirty (30) days after the Effective Date, then each of them shall select an independent M.A.I. appraiser with experience valuing golf courses and golf clubs (an "Appraiser"). Each Appraiser shall independently determine the fair market value of the Golf Club. If the fair market values determined by each Appraiser (a) are within ten percent (10%) of each other, the two (2) allocations shall be averaged and such average shall be the final Purchase Price, or (b) are not within ten percent (10%) of each other, the two Appraisers shall then select a third Appraiser who shall independently determine the fair market value of the Golf Club, and the middle of such three (3) determinations of fair market value shall be the final Purchase Price.

(D) At the closing, Developer shall convey good and marketable fee simple title to the Golf Property to City by Special Warranty deed and all other portions of the Golf Club by bill of sale and assignment, free and clear of any liens or encumbrances other than those existing as of the date of this Agreement, shall deliver exclusive possession of the Golf Club to City, and shall deliver such other affidavits, certificates, documents, and agreements as are customarily delivered at a closing of property similar to the Golf Club in Cabarrus County, North Carolina.

(E) In the event that City elects not to exercise the Option as provided herein or fails to deliver the Notice of Exercise before the expiration of the Option Period, the Option shall expire and be of no further force and effect.

- (2) The Parties intend for the Preemptive Rights to run with the land and be binding upon the successors and assigns of Developer. City may not assign its rights hereunder without the prior written consent of Developer. The Parties agree that the Preemptive Rights shall take priority over any mortgages, deeds of trust, liens or other encumbrances (collectively "Encumbrance") on the Golf Club other than an Encumbrance arising from financing that provides funding for capital improvements to the Golf Club and its facilities, and Developer agrees to take any and all action necessary to ensure such priority.

- (3) Developer agrees to take all actions reasonably necessary to ensure that the Irish Creek Golf Course remains a working golf course during the term of this Agreement. Nothing herein shall prevent Developer from assigning its rights in the Golf Club to an affiliated entity, provided the affiliate is bound by the terms hereof, or from transferring interests in the Golf Club to investors, partners, or operators, provided that Developer or its affiliate remains in control of the Golf Club and the Golf Club continues to operate as a regulation golf course subject to the preemptive Rights of the City.

(d) Kannapolis Lake.

- (1) Developer acknowledges the rights and license authority of City as successor in interest to Water Company Acquisition Corporation to draw water from Kannapolis Lake for water collections treatment and distribution for public purposes.
- (2) For additional consideration of \$1.00, the receipt and sufficiency of which is acknowledged by the Parties, Developer shall convey to City by Special Warranty deed "Kannapolis Lake" being that certain private lake located at or near Pump Station Road to the south and Cannon Farm Road to the north and having a full pond level of 726.4 feet above mean sea level together with a buffer of real property fifty (50) feet wide as measured from and around and above an inside perimeter determined from the highwater mark at the full pond level. The Special Warranty deed shall include an affirmation that City acknowledges the license and easement granted to Atlantic American Properties, Inc. and David H. Murdock which are binding and inure to their successors and assigns as set forth in that certain Declaration of Easements and Restrictive Covenants recorded in Book 650, Page 751 of the Rowan County Register of Deeds Office. Further, Developer shall grant City such licenses and easements upon the Property as are reasonably necessary and practical to access the existing boathouse in and on the west side of Kannapolis Lake for the purpose of razing it at such time the City deems it appropriate.

VI. ROADWAY IMPROVEMENTS

(a) Transportation Improvements. Developer shall install transportation improvements required for the issuance of the driveway permits for the Subdivision as specified by City and North Carolina Department of Transportation (the "NCDOT"), to the extent authorized by North Carolina law.

(b) Subdivision Streets. Unless otherwise provided in this Agreement, the streets constructed within the Subdivision shall conform to the cross sections set out on the Landis Preliminary Plat Site Construction Plans and the Kannapolis Development Plan and shall meet the specifications of the Current Regulations.

(c) Access/Infrastructure Road Improvements. Developer represents that the Subdivision will have sufficient access in accordance with the Landis Preliminary Plat Site Construction Plans and Kannapolis Development Plan to adequately provide two-way access into and out of the Subdivision. Developer agrees to construct roads in the Subdivision as shown on the Landis Preliminary Plat Site Construction Plans and Kannapolis Development Plan. Such roads shall be built in accordance with the Current Regulations and shall comply with the Current Regulations. The Developer agrees to dedicate all roads on the Landis Property to the Town and to dedicate all roads on the Kannapolis Property to the City.

(d) Offsite Roadway Improvements. Developer agrees to construct, at its own expense, the transportation improvements required by the Transportation Impact Analysis and TIA Requirements Letter attached hereto as Exhibit H.

VII. WATER AND SEWER

(a) Subdivision Water and Sewer Lines. Developer, at its sole cost and expense, shall engineer, design, permit, construct and install water and sewer lines on and off-site necessary for the Subdivision as set forth in the Water and Sewer Plan. All water and sewer lines shall be maintained, engineered, designed, constructed and installed in accordance with all applicable federal, state and local laws, regulations and policies and in a good and workmanlike manner. The Developer agrees to dedicate all water and sewer improvements installed on the Landis Property to the Town and to dedicate all water and sewer improvements installed on the Kannapolis Property to City. All engineering, inspections, testing, certifications and contracted responsibilities shall be the burden of Developer to ensure compliance for operation.

(b) Water and Sewer Fees. To the extent that the Town and City provide water and sewer service, Developer shall pay to Town and City the applicable per-lot or per-building, as applicable, water and sewer connection fees in accordance with the Current Regulations. To the extent that the Town or City provides water and sewer service, Developer and all property owners in the Subdivision shall pay the fees to Town or City, as applicable, for water and sewer service as provided in the then-current schedule of rates, fees and charges for water and sewer service as adopted and amended by the Town or the City, as applicable.

(c) Water and Sewer Capacity. The Town agrees to provide all necessary water and sewer service to the homes and amenities constructed on the Landis Property up to a maximum average daily flow of 46,200 GPD based on 176 homes (3.5 bedrooms per home at 75 GPD per bedroom), and the City agrees to provide all necessary water and sewer service to the homes and amenities constructed on the Kannapolis Property up to a maximum average daily flow of 157,500 GPD based on 600 homes (3.5 bedrooms per home at 75 GPD per bedroom). Further, the Town and City shall take all steps necessary, including amending their interlocal

agreements, to ensure that the required water and sewer capacity is provided to the Subdivision. The rights and obligations conferred by this Agreement may be assigned by Developer to any purchaser or other developer of any portion of the Property. This provision shall be binding upon any operator of the Town's and the City's water and sewer system or any successor-in-interest thereto.

(d) Connection to Water and Sewer System. Upon the request of Developer, Town and City agree to permit the physical connection of the Subdivision to the water and sewer systems of the Town and City, subject to the terms and conditions of this Agreement and applicable federal, state and local laws.

(e) Condition of and Expansion of Facilities. The Town and City expressly represent and warrant that their water and sewer facilities are or shall be sufficient to provide the capacity required by this Agreement in accordance with the Current Regulations. All water and sewer capacity will be provided to meet the Development Schedule as each are obligated to provide under their interlocal agreement. The Town and City recognize that the Developer is making significant investments in the development of the Project in reliance upon the agreements contained herein. This Agreement is intended to confer rights on Developer, and Developer may seek to recover actual damages arising from breach of this Agreement, including incidental and consequential damages, and/or seek the remedy of specific performance.

(f) Offsite Infrastructure. Developer shall construct at their cost and expense all onsite and offsite improvements identified in the Water and Sewer Plan. The Town and the City shall be responsible for any Infrastructure improvements necessary to provide water and sewer to the Subdivision that are not identified in the Water and Sewer Plan, such as increases in capacity to wastewater treatment plants, to the extent necessary.

VIII. DEFAULT AND REMEDIES

(a) Periodic Review. Pursuant to G.S. 160D-1008, the Planning Director or other designee of the Town and/or the City may conduct a periodic review, (the "Periodic Review") at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.

(b) Developer Default. If the Developer commits a material breach of the terms or conditions of this Agreement, the Town or City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.

(c) City or Town Default. If the City or Town commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City or Town setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City or Town shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City or Town shall be permitted such time as reasonably necessary to effect such cure so long as the City or Town shall use commercially reasonable efforts to diligently prosecute such cure.

(d) Remedies.

(1) Remedies for Developer Default. In the event of a Developer material breach of this Agreement and Developer fails to cure such breach within the above-described 60-day period following notice period, City or Town may exercise any or all of the following remedies (subject to Developer's right of appeal):

- (i) Refuse to issue Certificates of Compliance for the Development Project.
- (ii) Rescind any Sewer Allocation Permit.
- (iii) Terminate this Agreement.
- (iv) Pursue any other remedies permitted by law or equity.

(2) Remedies for City or Town Default. City and Town recognize that the Developer is making significant investments in the development of the Project in reliance upon the promises of water and sewer allocation contained herein. If the City or Town fails to cure any material breach within a 60-day period following notice, then Developer may seek to recover actual damages arising from breach of this Agreement by the defaulting Party, including incidental and consequential damages, and/or seek the remedy of specific performance.

IX. MISCELLANEOUS

(a) Amendment. The terms of this Agreement may be amended in writing by the mutual consent of the parties hereto or their successors in interest. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A major modification or significant change of this agreement shall include any material change not agreed to by all Parties hereto affected by the change. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, unless otherwise noted expressly, the same shall not be unreasonably withheld, conditioned or delayed. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of

this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.

(b) Recordation/Binding Effect. Within fourteen (14) days after Town and City enter into this Agreement, Developer shall record this Agreement in the Rowan County Public Registry and the Cabarrus County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto. The Agreements, covenants and restrictions contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Subdivision. The agreements, covenants and restrictions contained herein on behalf of the Town and City shall be deemed to be a benefit to Developer and Developer's successors-in-interest that run with the land and shall be binding upon and an obligation of Town and City and any successors-in-interest of the Town or City.

(c) Notices. Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the parties shall be addressed to:

Town at: Michael D Ambrose, Town Manager
Town of Landis
Post Office Box 8165
312 S. Main Street
Landis, North Carolina 28088

City at: Mike Legg, City Manager
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081

With Copy to: Walter M. Safrit, II, City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081

Developer at: Jay Seymoure, Vice President
Shea Homes Carolina, LLC
10130 Perimeter Pkwy, STE 300
Charlotte, NC 28216

With Copy to: JC Champion, Assistant Secretary
Shea Homes Carolina, LLC
10130 Perimeter Pkwy, STE 300
Charlotte, NC 28216

(d) Entire Agreement. This Agreement sets forth, and incorporates by reference, all of the agreements, conditions and understandings between Town, City and Developer relative to the Subdivision, other than interlocal agreements between the Town and City, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth in this Agreement or as clearly and explicitly incorporated by reference.

(e) Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

(f) Assignment. Developer may not assign its rights and responsibilities hereunder to unaffiliated landowners of all or any portion of the Subdivision without the consent of all Parties, which consent shall not be unreasonably withheld. Further, no permitted assignment as to any portion of the Subdivision will relieve Developer of responsibility for the remainder of the Subdivision without the written consent of Town or City, as applicable.

(g) Governing Law and Venue. This Agreement shall be governed by the laws of the State of North Carolina. In the event of any dispute solely between the Developer and Town, any legal proceedings may be instituted in the Superior Court of the County of Rowan, State of North Carolina, or in the Federal District Court for the Western District of North Carolina. In the event of any dispute solely between the Developer and City, any legal proceedings may be instituted in the Superior Court of the County of Cabarrus, State of North Carolina, or in the Federal District Court for the Western District of North Carolina. In the event of any dispute among the Developer, City, and Town, any legal proceedings may be instituted in the Superior Court of Rowan County, Cabarrus County, North Carolina, or Mecklenburg County, North Carolina, or in the Federal District Court for the Western District of North Carolina.

(h) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

(i) Agreement to Cooperate. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

(j) Hold Harmless. Developer agrees to and shall hold Town and City, and their officers, agents, employees, consultants, attorneys, special counsel and representatives, harmless from liability for damages, just compensation, restitution, costs, expenses, and attorneys' fees arising out of claims for personal injury, including death, and claims for property damage which may arise from the direct or indirect actions or operations of the Developer or their contractors, subcontractors, agents, employees or other persons acting on their behalf or with their permission which relates to the Property or the Subdivision. Developer agrees to pay all costs for the defense of the Town and City and their officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any legal proceeding caused or arising in any way from Developer's sole actions in connection with the Project or the Subdivision.

Town and City agree to and shall hold Developer, its officers, agents, employees, consultants, attorneys, special counsel and representatives, harmless from liability for damages, just compensation, restitution, costs, expenses, and attorneys' fees arising out of claims for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of the Town or their contractors, subcontractors, agents, employees or other persons acting on their behalf or with their permission which relates to the Property or the Subdivision. Town and City agree to pay all costs for the defense of the Developer and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any legal proceeding caused or arising in any way from the respective actions of Town or City in connection with the Project or the Subdivision.

(k) Severability. If any section or provision of this Agreement is ruled by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable for any reason, that section or provision shall be deemed severed from this Agreement, and the remaining sections and provisions of this Agreement shall remain fully effective and enforceable.

(l) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities (other than the Town or the City), epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused

by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.

(m) Estoppel. Each Party agrees, from time to time, within thirty (30) days after request of another Party, to deliver to the requesting Party or such Party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.

(n) E-Verify Requirements. The Developer certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Developer also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

(o) Iran Divestment Act Certification. As of the date of this Agreement, the Developer certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Developer will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Developer certify that they are authorized by the Developer to make this certification.

(p) Divestment from Companies Boycotting Israel Certification. As of the date of this Agreement, the Developer certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Developer will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Agreement on behalf of the Developer certify that they are authorized by the Developer to make this certification.

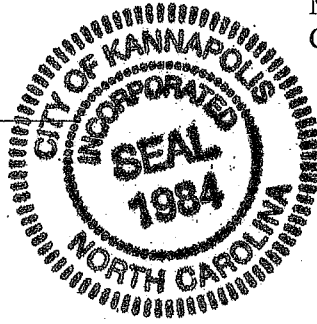
(q) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any other agreement on exhibit, the more stringent requirements shall apply.

(r) Performance of Governmental Functions. The terms of this Agreement are independent of any obligations binding upon City pursuant to City ordinances or state law. Nothing in this Agreement, or any approvals or consents by City in connection with this Agreement, will in any way estop, limit or impair City from exercising or performing any regulatory or policing authority resulting in the issuance of applications, approvals, permits and licenses pursuant to any law and/or ordinance. City will, to the extent reasonably appropriate and permitted by any laws or ordinances, facilitate submissions, requests and applications pursuant to any laws or ordinances submissions, requests and applications provided they are complete and include all necessary fees and are otherwise compliant with applicable laws or ordinances.

CITY OF KANNAPOLIS

By: Michael B. Legg
Michael B. Legg
City Manager

Attest: Pam Scaggs
Pam Scaggs, NCCMC
City Clerk

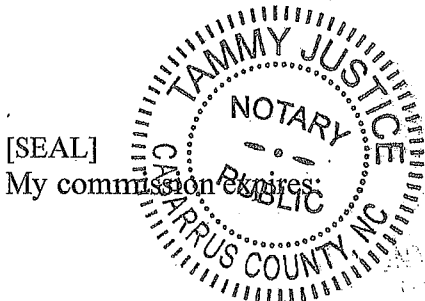


STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Tammy Justice, a Notary Public of Cabarrus County and State aforesaid, certify that Pam Scaggs personally came before me this day and acknowledged that she is City Clerk of the City of Kannapolis, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by Michael B. Legg, City Manager, sealed with its municipal seal and attested by her as its City Clerk.

Witness my hand and notarial seal, this 4 day of February, 2025



[SEAL]

My commission expires: 6/28/2028

Tammy Justice
Notary Public

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

Brian Roberts

Brian Roberts
City of Kannapolis Finance Officer

2-5-2025

(Date)

TOWN OF LANDIS

By: _____

Name: Michael D. Ambrose

Title: Town Manager

STATE OF NORTH CAROLINA

COUNTY OF ~~ROWAN~~ Iredell

I, Angela Sands, a Notary Public of Iredell County and State aforesaid, certify that Michael D Ambrose personally came before me this day and acknowledged that he is Town Manager of the Town of Landis and that by authority duly given and as the act of the Town of Landis the foregoing instrument was signed in its name by Michael D. Ambrose, Town Manager (title).

Witness my hand and notarial seal, this 17th day of March, 2025.

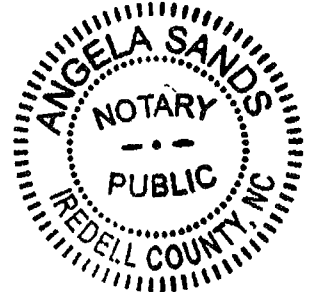
Angela Sands
Notary Public

[SEAL] My commission expires: October 4, 2029

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

Landis Finance Officer
Town of Landis

March 17, 2025
(Date)



DEVELOPER

By: _____

Name: Jay Seymoure

Title: Vice President

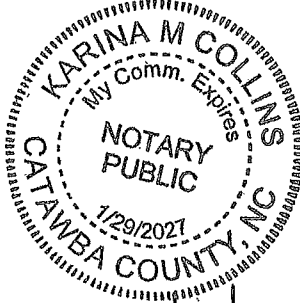
STATE OF North Carolina

COUNTY OF Catawba

I, Karina M Collins, a Notary Public of Catawba County and State aforesaid, certify that Jay Seymoure personally came before me this day and acknowledged that he is Vice President of SHCAR and that by authority duly given and as the act of Vice President, the foregoing instrument was signed in its name by Jay Seymoure, Vice President (title);

Witness my hand and notarial seal, this 30th day of January, 2025.

[SEAL]



Karina M Collins
Notary Public

My commission expires: 1/29/2027

EXHIBIT A

Parcel Maps and Legal Descriptions

EXHIBIT B

Phasing Map and Development Schedule

EXHIBIT C

Shea Homes Slide Presentation (Architectural Standards)

EXHIBIT D

Kannapolis Conditional Rezoning Plan (Kannapolis Development Plan)

EXHIBIT E

Subdivision Plan

EXHIBIT F

Water and Sewer Plan

EXHIBIT G

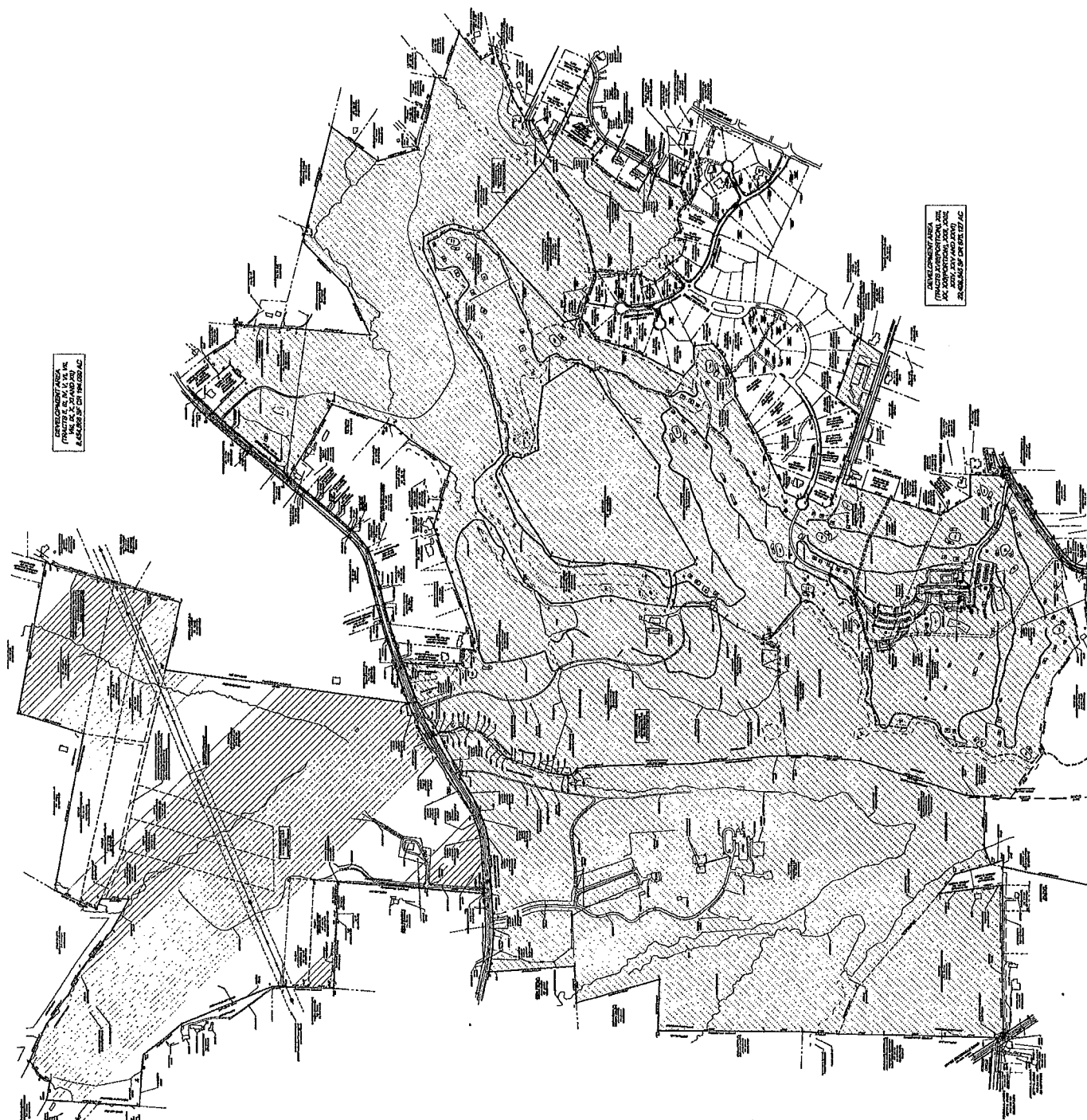
Golf Club Property

EXHIBIT H

Transportation Improvement Plan

EXHIBIT A

Parcel Maps and Legal Descriptions



CONVEYANCE AND
TRANSFER OF LAND
IN THE STATE OF
ALABAMA

DEVELOPMENT AND
CONSTRUCTION OF
LAND AND
WATER RESOURCES
IN THE STATE OF
ALABAMA

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE WITH
ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS (G.S. 47-30)

Property Description

A. Parcel IDs and Owners

Tract	Owner	Rowan County Parcel ID
Tract II	Atlantic American Properties, INC	131 173
Tract XI	Atlantic American Properties, INC	131 07201
Tract X	Atlantic American Properties, INC	131 142
Tract VIII	Atlantic American Properties, INC	131 143
Tract IX	Atlantic American Properties, INC	131 144
Tract VII	Atlantic American Properties, INC	131 07202
Tract VI	Atlantic American Properties, INC	131 145
Tract III	Atlantic American Properties, INC	131 202
Tract XII	Atlantic American Properties, INC	132 108
Tract IV	Atlantic American Properties, INC	244 169
Tract V	Atlantic American Properties, INC	244 158
Tract XXIII	Atlantic American Properties, INC	132 0130000002
Tract XXVI	Atlantic American Properties, INC	141 0010000001
Tract XXI	Atlantic American Properties, INC	142 049000001
Tract XXVII	Louise K Connor	132 01303
Tract XIII	Atlantic American Properties, INC	245 163
Tract XVIII	Murdock Holdings, LLC Atlantic American Properties, Inc	249 C094000001
Tract XXIII	Atlantic American Properties	244 011
Tract XXIV	Atlantic American Properties	132 0130000001

B. Legal Description of Subdivision

DEVELOPMENT AREA NORTH OF CANNON FARM ROAD

TRACTS II, III, IV, V, VI, VII, VIII, XII, IX, X, XI AND XII

TAX PARCELS 131 173, 131 202, 244 169, 244 158, 131 145, 131 07202, 131 143, 131 144, 131 142, 131 07201 AND 132 108.

BEGINNING AT A POINT IN THE NORTHERLY LINE OF CANNON FARM ROAD (SR 1197) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OF JACK A. GOODNIGHT & PEGGE S. GOODNIGHT AS RECORDED IN DEED BOOK 718 PAGE 41 OF THE ROWAN COUNTY PUBLIC REGISTRY ON THE WEST AND PROPERTY OF ATLANTIC AMERICAN PROPERTIES, INC. AS RECORDED IN DEED BOOK 1228 PAGE 578 OF THE ROWAN COUNTY PUBLIC REGISTRY ON THE EAST, SAID POINT HAVING NC GRID COORDINATES N 655,155.15, E 1,510,283.23; THENCE ALONG SAID DIVISION LINE FIVE (5) COURSES: 1.) N 4°13'12" E, PASSING THROUGH A METAL POST AT 1.97 FEET AND BENT IRON PIPE AT 475.91 FEET, FOR A DISTANCE OF 1181.07 FEET TO A FOUND IRON ROD, 2.) N 88°00'01" W FOR A DISTANCE OF 207.98 FEET TO FOUND IRON ROD, 3.) S 87°06'41" W FOR A DISTANCE OF 90.17 FEET TO A FOUND IRON ROD, 4.) N 21°21'20" E FOR A DISTANCE OF 7.23 FEET TO A FOUND AXLE, 5.) N 87°51'41" W, PASSING THROUGH A FOUND IRON ROAD AT 539.20 FEET, FOR A DISTANCE OF 562.90 FEET TO A FOUND METAL POST ON THE EASTERLY LINE OF THE PROPERTY OF G. DAVID BROADWAY JR. & WILLIE A. BROADWAY AS RECORDED IN DEED BOOK 1101 PAGE 516 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID EASTERLY LINE OF G. DAVID BROADWAY JR. & WILLIE A. BROADWAY TWO (2) COURSES: 1.) N 1°22'56" E FOR A DISTANCE OF 411.74 FEET TO A FOUND IRON ROD, 2.) N 1°17'46" E FOR A DISTANCE OF 84.40 FEET TO A FOUND IRON PIPE ON THE EASTERLY LINE OF THE PROPERTY OF DARYLE LEN BAXTER AS RECORDED IN DEED BOOK 650 PAGE 69 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID EASTERLY LINE AND NORTHERLY LINE OF DARYLE LEN BAXTER FOUR (4) COURSES: 1.) N 23°14'23" W FOR A DISTANCE OF 780.32 FEET TO A FOUND ANGLE IRON, 2.) N 39°39'57" W FOR A DISTANCE OF 396.03 FEET TO A FOUND ANGLE IRON, 3.) N 84°44'03" W FOR A DISTANCE OF 177.51 FEET TO A 40" OAK, 4.) N 86°28'28" W FOR A DISTANCE OF 239.00 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPERTY OF MICHAEL YERRY AND SHEILA YERRY AS RECORDED IN DEED BOOK 1428 PG 34 AND PLAT BOOK 9995 PAGE 1158 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID EASTERLY LINE OF MICHAEL YERRY AND SHEILA YERRY, THE EASTERLY TERMINUS OF JOHNSON STREET AND THE EASTERLY LINE OF JIMMY D. MCGINNIS & DARLENE B. MCGINNIS AS RECORDED IN DEED BOOK 561 PAGE 116 AND PLAT BOOK 9995 PAGE 1158 OF THE ROWAN COUNTY PUBLIC REGISTRY N 03°40'42" E FOR A DISTANCE OF 751.41 FEET TO A 36" CEDAR ON THE SOUTHERLY LINE OF THE PROPERTY OF TRACI LEIGH SMITH & JAMES CHRISTOPHER SMITH AS RECORDED IN DEED BOOK 1103 PAGE 823 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID SOUTHERLY LINE OF TRACI LEIGH SMITH & JAMES CHRISTOPHER SMITH S 78°54'47" E FOR A DISTANCE OF 153.46 FEET TO A FOUND STONE; THENCE WITH THE EASTERLY LINE OF TRACI LEIGH SMITH & JAMES CHRISTOPHER SMITH TWO (2) COURSES: 1.) N 22°29'41" E FOR A DISTANCE OF 82.06 FEET TO A POINT, 2.) N 55°50'56" E FOR A DISTANCE OF 159.44 FEET TO A POINT IN IRISH BUFFALO CREEK BEING THE SOUTHERLY LINE OF THE PROPERTY OF OSCHO ROY DEAL & MARTHA JANE MYERS DEAL AS RECORDED IN DEED BOOK 1334 PAGE 598 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID IRISH BUFFALO CREEK AND SAID SOUTHERLY LINE OF OSCHO ROY DEAL & MARTHA JANE MYERS DEAL FIVE (5) COURSES: 1.) S 65°34'06" E FOR A DISTANCE OF 319.91 FEET TO A POINT, 2.) S 52°24'39" E FOR A DISTANCE OF 325.31 FEET TO A POINT, 3.) S 62°15'16" E FOR A DISTANCE OF 224.72 FEET TO A POINT, 4.) S 54°16'26" E FOR A DISTANCE OF 393.03 FEET TO A POINT, 5.) S 60°39'02" E FOR A DISTANCE OF 281.20 FEET TO A POINT ON THE EASTERLY LINE OF OSCHO ROY DEAL & MARTHA JANE MYERS DEAL; THENCE WITH SAID EASTERLY LINE OF OSCHO ROY DEAL & MARTHA JANE MYERS DEAL THREE COURSES: 1.) N 0°07'21" W FOR A DISTANCE OF 221.90 FEET TO A FOUND IRON ROD, 2.) N 65°59'22" W FOR A DISTANCE OF 82.48 FEET TO A FOUND IRON PIPE, 3.) N 22°41'36" E, PASSING A FOUND IRON PIPE AT 133.37 FEET, FOR A DISTANCE OF 369.49 FEET TO A FOUND IRON PIPE ON THE SOUTHERLY LINE OF THE PROPERTY OF FREDERICK E. SHIELDS, JR. AS RECORDED IN DEED BOOK 1227 PAGE 193 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID SOUTHERLY LINE OF

FREDERICK E. SHIELDS, JR. S 79°12'01" E FOR A DISTANCE OF 1280.14 FEET TO A FOUND IRON PIPE ON THE EASTERLY LINE OF THE PROPERTY OF FREDERICK E. SHIELDS, JR.; THENCE WITH SAID EASTERLY LINE OF FREDERICK E. SHIELDS, JR. N 16°52'03" E FOR A DISTANCE OF 563.86 FEET TO A FOUND IRON PIPE ON THE SOUTHERLY LINE OF THE PROPERTY OF FREDERICK E. SHIELDS, JR.; THENCE WITH SAID SOUTHERLY LINE OF FREDERICK E. SHIELDS, JR. AND ALONG THE SOUTHERLY LINE OF THE PROPERTY OF JOEL K. CORRIHER & CRYSTAL S. CORRIHER AS RECORDED IN DEED BOOK 1112 PAGE 624 OF THE ROWAN COUNTY PUBLIC REGISTRY S 79°52'38" E, PASSING A FOUND AXLE AT 1048.87 FEET AND FOUND IRON ROD AT 1216.91 FEET, FOR A DISTANCE OF 1221.47 FEET TO A FOUND PINCHED PIPE ON THE WESTERLY LINE OF THE PROPERTY OF MARIE C. MORGAN & JOSPEH DOUGLAS MORGAN AS RECORDED IN DEED BOOK 1260 PAGE 558 AND TRACT #2 OF PLAT BOOK 9995, PAGE 7914 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID WESTERLY LINE OF MARIE C. MORGAN & JOSPEH DOUGLAS TWO (2) COURSES: 1.) S 16°34'49" W FOR A DISTANCE OF 113.04 FEET TO A FOUND IRON ROD, 2.) S 16°13'32" W FOR A DISTANCE OF 338.72 FEET TO A FOUND IRON ROD ON THE WESTERLY LINE OF THE PROPERTY OF PHILLIP L. HELMS & NACNY C. HELMS AS RECORDED IN DEED BOOK 1197 PAGE 91 AND DEED BOOK 1260 PAGE 562 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID WESTERLY LINE OF PHILLIP L. HELMS & NACNY C. HELMS S 16°12'52" W, PASSING A FOUND BENT IRON PIPE AT 126.26 FEET, FOR A DISTANCE OF 300.71 FEET TO A FOUND IRON PIPE ON THE WESTERLY LINE OF THE PROPERTY OF ROBERT A. SEVERT, JR. & PAULA A. SEVERT AS RECORDED IN DEED BOOK 1268 PAGE 280 AND PLAT BOOK 9995 PAGE 5827 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID WESTERLY LINE OF ROBERT A. SEVERT, JR. & PAULA A. SEVERT FOUR (4) COURSES: 1.) S 16°40'06" W FOR A DISTANCE OF 99.82 FEET TO A FOUND NAIL AT THE BASE OF A BENT IRON PIPE, 2.) S 16°15'18" W FOR A DISTANCE OF 274.00 FEET TO A FOUND IRON ROD, 3.) N 77°15'16" W FOR A DISTANCE OF 548.69 FEET TO A FOUND ANGLE IRON, 4.) S 7°26'13" W, PASSING A FOUND IRON ROD AT 1960.30 FEET, FOR A DISTANCE OF 1962.58 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY CANNON FARM ROAD (SR 1197); THENCE WITH THE SAID NORTHERLY RIGHT OF WAY CANNON FARM ROAD (SR 1197) ELEVEN COURSES: 1.) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 1332.02 FEET, AN ARC DISTANCE OF 173.59 FEET AND WHOSE LONG CHORD BEARS S 63°15'47" W FOR A DISTANCE OF 173.47 FEET TO A FOUND CONCRETE MONUMENT, 2.) S 82°29'16" W FOR A DISTANCE OF 67.29 FEET TO A FOUND CONCRETE MONUMENT, 3.) S 59°31'46" W FOR A DISTANCE OF 147.64 FEET TO A FOUND CONCRETE MONUMENT, 4.) S 36°55'39" W FOR A DISTANCE OF 68.29 FEET TO A FOUND CONCRETE MONUMENT, 5.) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 7703.41 FEET, AN ARC DISTANCE OF 266.29 FEET AND WHOSE LONG CHORD BEARS S 58°32'21" W FOR A DISTANCE OF 266.27 FEET TO A FOUND CONCRETE MONUMENT, 6.) WITH A REVERSE CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 4616.51 FEET, AN ARC DISTANCE OF 325.54 FEET AND WHOSE LONG CHORD BEARS S 59°34'09" W FOR A DISTANCE OF 325.47 FEET TO A FOUND CONCRETE MONUMENT, 7.) S 28°24'39" E FOR A DISTANCE OF 4.23 FEET TO A FOUND CONCRETE MONUMENT, 8.) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 850.38 FEET, AN ARC DISTANCE OF 132.10 FEET AND WHOSE LONG CHORD BEARS S 69°16'57" W FOR A DISTANCE OF 131.97 FEET TO A POINT, 9.) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 572.21 FEET, AN ARC DISTANCE OF 127.08 FEET AND WHOSE LONG CHORD BEARS S 80°05'43" W FOR A DISTANCE OF 126.82 FEET TO A POINT, 10.) S 86°27'27" W FOR A DISTANCE OF 259.49 FEET TO A POINT, 11.) S 86°36'40" W FOR A DISTANCE OF 121.28 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 8,454,566 SF OR 194.090 ACRES OF LAND, MORE OR LESS.

DEVELOPMENT AREA SOUTH OF CANNON FARM ROAD

TRACTS XVIII (PORTION), XIII, XXI (PORTION), XXII, XXIII, XXIV, XXV, and XXVII

Tax Parcel 249C094000001(portion) Murdoch Holdings and Atlantic American Properties, Inc.

Tax Parcels 245 163, 142 049000001(portion), 244 011, 132 0130000002, 132 0130000001, 141 0010000001 and 141 0010000002 Atlantic American Properties, Inc.

Tax Parcel 132 01303 Louise K. Connor, Trustee of The Louise K. Connor Revocable Living Trust

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHERLY LINE OF CANNON FARM ROAD (SR 1197) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OF JIMMY R. BAKER JR. & DONNA E. BAKER AS RECORDED IN DEED BOOK 793 PAGE 978 OF THE ROWAN COUNTY PUBLIC REGISTRY ON THE EAST AND PROPERTY OF ATLANTIC AMERICAN PROPERTIES, INC. AS RECORDED IN DEED BOOK 1228 PAGE 578, DEED BOOK 1090 PAGE 954 AND DEED BOOK 653 PAGE 699 ON THE WEST, SAID POINT HAVING NC GRID COORDINATES N 655,809.09 E 1,512,127.35; THENCE ALONG SAID DIVISION LINE FOUR (4) COURSES: 1.) S 3°41'36" W FOR A DISTANCE OF 427.88 FEET TO A FOUND IRON ROD; 2.) S 88°21'51" E FOR A DISTANCE OF 26.87 FEET TO A FOUND IRON ROD, 3.) S 0°10'05" E FOR A DISTANCE OF 41.26 FEET TO A FOUND IRON ROD, 4.) S 84°56'22" E FOR A DISTANCE OF 113.89 FEET TO A FOUND IRON ROD ON THE WESTERLY LINE OF THE PROPERTY OF THOMAS F. BLACK & BARBARA A. BLACK AS RECORDED IN DEED BOOK 634 PAGE 392 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID WESTERLY LINE AND SOUTHERLY LINE OF THOMAS F. BLACK & BARBARA A. BLACK TWO (2) COURSES: 1.) S 5°00'57" W FOR A DISTANCE OF 90.00 FEET TO A FOUND IRON ROD, 2.) N 82°58'25" E FOR A DISTANCE OF 131.08 FEET TO A FOUND IRON ROD ON THE SOUTHERLY LINE OF THE PROPERTY OF JEFFREY RAY RITCHIE & JENNIFER LYNN RITCHIE AS RECORDED IN DEED BOOK 1246 PAGE 890; THENCE ALONG SAID SOUTHERLY LINE OF JEFFREY RAY RITCHIE & JENNIFER LYNN RITCHIE N 69°40'26" E FOR A DISTANCE OF 610.49 FEET TO A FOUND CONCRETE MONUMENT ON THE SOUTHERLY LINE OF THE PROPERTY OF KRISHNAL PROPERTIES LLC AS RECORDED IN DEED BOOK 1147 PAGE 398 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID SOUTHERLY LINE OF KRISHNAL PROPERTIES LLC N 70°03'38" E FOR A DISTANCE OF 230.71 FEET TO A FOUND IRON PIPE ON THE SOUTHERLY LINE OF THE PROPERTY OF RYAN L. LEBEN & TINA S. LEBEN AS RECORDED IN DEED BOOK 984 PAGE 265 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID SOUTHERLY LINE OF RYAN L. LEBEN & TINA S. LEBEN TWO (2) COURSES: 1.) N 69°10'57" E FOR A DISTANCE OF 68.58 FEET TO A POINT, 2.) S 73°48'24" E FOR A DISTANCE OF 122.43 FEET TO A FOUND IRON ROD ON THE SOUTHERLY LINE OF THE PROPERTY OF BARBARA ISENHOUR AS RECORDED IN DEED BOOK 674 PAGE 330 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID SOUTHERLY LINE OF BARBARA ISENHOUR AND ALONG THE SOUTHERLY LINE OF THE PROPERTY OF PETE H. ALTMAN, III & SARAH P. ALTMAN AS RECORDED IN DEED BOOK 1249 PAGE 462 OF THE ROWAN COUNTY PUBLIC REGISTRY S 73°37'08" E, PASSING THROUGH A FOUND IRON ROD AT 94.96 FEET, FOR A DISTANCE OF 368.10 FEET TO A POINT; THENCE CONTINUING WITH THE SOUTHEASTERLY LINE OF PETE H. ALTMAN, III & SARAH P. ALTMAN N 33°02'51" E FOR A DISTANCE OF 399.50 FEET TO A FOUND AXLE ON THE SOUTHEASTERLY LINE OF THE PROPERTY OF TONDA B. ABSHER AS RECORDED IN DEED BOOK 1112 PAGE 259 OF THE ROWAN COUNTY REGISTRY; THENCE WITH SAID SOUTHEASTERLY LINE OF TONDA C. ABSHER TWO (2) COURSES: 1.) N 41°32'28" E FOR A DISTANCE OF 158.86 FEET TO A POINT, 2.) N 15°46'09" E FOR A DISTANCE OF 71.66 FEET TO A POINT ON THE EASTERLY LINE OF

THE PROPERTY OF JACK SARTAIN AS RECORDED IN DEED BOOK 1346 PAGE 208 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID EASTERLY LINE OF JACK SARTAIN N 18°30'46" E FOR A DISTANCE OF 456.84 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPERTY OF JACK SARTAIN; THENCE WITH SAID NORTHERLY LINE OF JACK SARTAIN AND ALONG THE NORTHERLY LINE OF THE PROPERTY OF WILLIAM H. IRVIN & DONNA M. IRVIN AS RECORDED IN DEED BOOK 1309 PAGE 799 OF THE ROWAN COUNTY PUBLIC REGISTRY N 59°12'51" W, PASSING THROUGH A FOUND IRON ROD AT 497.50 FEET AND 679.92 FEET, FOR A DISTANCE OF 698.62 FEET TO A POINT IN THE CENTERLINE OF CANNON FARM ROAD (SR 1197); THENCE WITH SAID CENTERLINE OF CANNON FARM ROAD (SR 1197) TWO (2) COURSES: 1.) N 39°07'50" E FOR A DISTANCE OF 523.46 FEET TO A POINT, 2.) N 40°20'03" E FOR A DISTANCE OF 277.01 FEET TO A POINT; THENCE LEAVING THE SAID CENTERLINE OF CANNON FARM ROAD (SR 1197) S 45°35'58" E FOR A DISTANCE OF 30.00 FEET TO A FOUND IRON ROD ON THE SOUTHWESTERLY LINE OF THE PROPERTY OF DAVID L. BAXTER & TERRY S. BAXTER AS RECORDED DEED BOOK 903 PAGE 629 AND PLAT BOOK 9995 PAGE 4106; THENCE ALONG SAID SOUTHWESTERLY LINE OF DAVID L. BAXTER & TERRY S. BAXTER S 45°35'58" E FOR A DISTANCE OF 365.12 FEET TO A FOUND IRON ROD ON THE SOUTHEASTERLY LINE OF DAVID L. BAXTER & TERRY S. BAXTER; THENCE ALONG THE SAID SOUTHEASTERLY LINE OF DAVID L. BAXTER & TERRY S. BAXTER N 43°57'25" E FOR A DISTANCE OF 163.57 FEET TO A FOUND IRON ROD ON THE NORTHEASTERLY LINE OF DAVID L. BAXTER & TERRY S. BAXTER; THENCE ALONG SAID NORTHEASTERLY LINE OF DAVID L. BAXTER & TERRY S. BAXTER N 39°55'14" W FOR A DISTANCE OF 116.35 FEET TO A FOUND IRON ROD ON THE SOUTHEASTERLY LINE OF THE PROPERTY OF JAMES M. LIVENGOOD, II & CRYSTAL B. LIVENGOOD AS RECORDED IN DEED BOOK 1056 PAGE 320 AND PLAT BOOK 9995 PAGE 4575; THENCE ALONG SAID SOUTHEASTERLY LINE OF JAMES M. LIVENGOOD, II & CRYSTAL B. LIVENGOOD N 50°04'48" E FOR A DISTANCE OF 173.57 FEET TO A FOUND IRON ROD ON THE SOUTHWESTERLY LINE OF THE PROPERTY OF RONALD LEE ERVIN & BRENDA A. ERVIN AS RECORDED IN DEED BOOK 1230 PAGE 457; THENCE WITH SAID SOUTHWESTERLY LINE OF RONALD LEE ERVIN & BRENDA A. ERVIN THREE (3) COURSES: 1.) S 39°50'16" E FOR A DISTANCE OF 12.52 FEET TO A FOUND IRON ROD, 2.) S 32°58'53" E FOR A DISTANCE OF 274.79 FEET TO A FOUND IRON PIPE, 3.) S 86°17'50" E FOR A DISTANCE OF 100.07 FEET TO A POINT ON THE WESTERLY LINE OF THE PROPERTY OF JANE OVERCASH GOODNIGHT AS RECORDED IN DEED BOOK 426 PAGE 601 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE WITH SAID WESTERLY LINE OF JANE OVERCASH GOODNIGHT S 3°20'47" W FOR A DISTANCE OF 143.39 FEET TO A FOUND IRON ROD ON THE WESTERLY LINE OF THE PROPERTY OF RANDY WILLIAM GOODNIGHT AS RECORDED IN DEED BOOK 564 PAGE 1975 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID WESTERLY LINE OF RANDY WILLIAM GOODNIGHT S 3°34'04" W FOR A DISTANCE OF 209.91 FEET TO A FOUND IRON PIPE ON THE WESTERLY LINE OF THE PROPERTY OF ANDRE LAMONT CANNON AND LAYLA MICHELLE CANNON AS RECORDED IN DEED BOOK 1439 PAGE 594 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID WESTERLY LINE OF ANDRE LAMONT CANNON AND LAYLA MICHELLE CANNON TWO (2) COURSES: 1.) S 4°04'54" W FOR A DISTANCE OF 126.96 FEET TO A FOUND IRON PIPE, 2.) S 4°19'42" W FOR A DISTANCE OF 594.18 FEET TO A FOUND IRON PIPE ON THE SOUTHEASTERLY LINE OF THE PROPERTY OF ANDRE LAMONT CANNON AND LAYLA MICHELLE CANNON; THENCE ALONG SAID SOUTHEASTERLY LINE OF ANDRE LAMONT CANNON AND LAYLA MICHELLE CANNON TWO (2) COURSES: 1.) N 64°09'51" E FOR A DISTANCE OF 413.99 FEET TO A FOUND AXLE, 2.) N 45°01'39" E FOR A DISTANCE OF 520.60 FEET TO A POINT ON THE

SOUTHERLY LINE OF THE AFOREMENTIONED PROPERTY OF JANE OVERCASH GOODNIGHT; THENCE ALONG SAID SOUTHERLY LINE OF JANE OVERCASH GOODNIGHT S 74°18'35" E FOR A DISTANCE OF 109.08 FEET TO A POINT ON THE SOUTHERLY LINE OF THE PROPERTY OF JOHNNY LAYNE BARNES AS RECORDED IN DEED BOOK 1037 PAGE 826 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID SOUTHERLY LINE OF JOHNNY LAYNE BARNES S 76°07'16" E, PASSING THROUGH A FOUND IRON PIPE AT 16.70 FEET, FOR A DISTANCE OF 824.05 FEET TO A FOUND IRON PIPE ON THE WESTERLY LINE OF THE PROPERTY OF CRAIG ALLEN CHASTAIN AS RECORDED IN DEED BOOK 1340 PAGE 548 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID WESTERLY LINE OF CRAIG ALLEN CHASTAIN AND ALONG THE WESTERLY LINE OF THE PROPERTY OF CRAIG ALLEN CHASTAIN AS RECORDED IN DEED BOOK 695 PAGE 381 OF THE ROWAN COUNTY PUBLIC REGISTRY S 35°22'01" W FOR A DISTANCE OF 460.69 FEET TO A FOUND IRON PIPE; THENCE CONTINUING ALONG THE LINE OF CRAIG ALLEN CHASTAIN S 16°09'47" E FOR A DISTANCE OF 327.82 FEET TO A POINT ON THE SOUTHERLY LINE OF THE PROPERTY OF J.B. PITTARD AS RECORDED IN DEED BOOK 766 PAGE 953; THENCE ALONG SAID SOUTHERLY LINE OF J.B. PITTARD S 76°06'12" E FOR A DISTANCE OF 589.53 FEET TO A FOUND IRON PIPE ON THE WESTERLY LINE OF THE PROPERTY OF J.B. PITTARD AS RECORDED IN DEED BOOK 1337 PAGE 134 AND PLAT BOOK 9995 PAGE 9040 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID WESTERLY LINE AND SOUTHERLY LINE OF J.B. PITTARD TWO (2) COURSES: 1.) S 1°15'42" W FOR A DISTANCE OF 67.68 FEET TO A FOUND IRON PIPE, 2.) S 70°59'19" E FOR A DISTANCE OF 379.92 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPERTY OF MARSHALL D. MURPHY & JENNIE K. MURPHY AS RECORDED IN DEED 1364 PAGE 89 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID NORTHERLY LINE AND ALONG THE WESTERLY LINE AND SOUTHERLY LINE OF MARSHALL D. MURPHY & JENNIE K. MURPHY THREE (3) COURSES: 1.) S 49°53'19" W FOR A DISTANCE OF 276.61 FEET TO A FOUND IRON ROD, 2.) S 28°13'28" E FOR A DISTANCE OF 107.39 FEET TO A POINT, 3.) N 79°34'55" E FOR A DISTANCE OF 60.89 FEET TO A POINT ON THE WESTERLY LINE OF THE PROPERTY OF MARIANNE C. WILSON, JULIE ANN WILSON MORRIS & JON DAVID WILSON AS RECORDED IN DEED BOOK 801 PAGE 957 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID WESTERLY LINE OF MARIANNE C. WILSON, JULIE ANN WILSON MORRIS & JON DAVID WILSON S 19°16'00" W FOR A DISTANCE OF 30.41 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPERTY OF MARY W. EIDSON AS RECORDED IN DEED BOOK 847 PAGE 579 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID NORTHERLY LINE OF MARY W. EIDSON TWO (2) COURSES: 1.) S 77°18'37" W FOR A DISTANCE OF 70.01 FEET TO A POINT, 2.) S 68°06'39" W FOR A DISTANCE OF 247.83 FEET TO A FOUND IRON ROD ON THE NORTHERLY LINE OF THE PROPERTY OF MARY THERESA MARTIN AS RECORDED IN DEED BOOK 1245 PAGE 10 OF THE ROWAN COUNTY REGISTRY; THENCE ALONG SAID WESTERLY LINE OF MARY THERESA MARTIN TWO (2) COURSES: 1.) S 68°46'01" W FOR A DISTANCE OF 119.05 FEET TO A FOUND IRON ROD, 2.) S 59°23'11" W, PASSING THROUGH A FOUND IRON PIPE AT 199.23 FEET, FOR A DISTANCE OF 205.53 FEET TO A POINT ON THE WESTERLY TERMINUS OF RANKIN ROAD (SR 1189); THENCE ALONG THE WESTERLY TERMINUS OF RANKIN ROAD S 4°39'40" E FOR A DISTANCE OF 41.97 FEET TO A FOUND IRON PIPE ON THE WESTERLY LINE OF THE PROPERTY OF CARL EUGENE ROBERSON & FRANCES T. ROBERSON AS RECORDED IN DEED BOOK 548 PAGE 20 AND AS LOT 4 OF PLAT BOOK 9995 PAGE 1114 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID WESTERLY LINE OF CARL EUGENE ROBERSON & FRANCES T. ROBERSON S 60°40'47" W FOR A DISTANCE OF 277.07 FEET TO A FOUND IRON PIPE ON THE SOUTHERLY LINE

OF CARL EUGENE ROBERSON & FRANCES T. ROBERSON; THENCE ALONG SAID SOUTHERLY LINE OF CARL EUGENE ROBERSON & FRANCES T. ROBERSON S 65°07'47" E FOR A DISTANCE OF 333.41 FEET TO A FOUND IRON PIPE ON THE SOUTHERLY LINE PROPERTY OF CODY LEE SMITH & RACHEL SMITH AS RECORDED IN DEED BOOK 1352 PAGE 614 AND AS LOT 3 OF PLAT BOOK 9995 PAGE 1114 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID SOUTHERLY LINE OF CODY LEE SMITH & RACHEL SMITH S 65°04'00" E FOR A DISTANCE OF 149.93 FEET TO A FOUND IRON PIPE ON THE SOUTHERLY LINE OF CODY LEE SMITH & RACHEL SMITH BEING LOT 2 OF PLAT BOOK 9995 PAGE 1114; THENCE ALONG SAID SOUTHERLY LINE OF CODY LEE SMITH & RACHEL SMITH S 65°03'29" E FOR A DISTANCE OF 149.92 FEET TO A FOUND IRON ROD ON THE SOUTHERLY LINE OF THE PROPERTY OF BENJAMIN W. SMAGACZ & TARA R. SMAGACZ AS RECORDED IN DEED BOOK 1283 PAGE 446 AND AS LOT 1 OF PLAT BOOK 9995 PAGE 1114 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID SOUTHERLY LINE OF CODY LEE SMITH & RACHEL SMITH S 64°57'29" E FOR A DISTANCE OF 120.14 FEET TO A FOUND IRON PIPE ON THE NORTHERLY RIGHT OF WAY OF BONITA DRIVE (SR 1469); THENCE ALONG SAID NORTHERLY RIGHT OF WAY OF BONITA DRIVE TWO (2) COURSES: 1.) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 191.04 FEET, AN ARC DISTANCE OF 195.00 FEET AND WHOSE LONG CHORD BEARS S 85°11'54" W FOR A DISTANCE OF 186.65 FEET TO A FOUND IRON ROD, 2.) WITH A REVERSE CURVE TURNING TO THE LEFT HAVING A RADIUS OF 356.80 FEET, AN ARC DISTANCE OF 239.39 FEET AND WHOSE LONG CHORD BEARS N 84°28'15" W FOR A DISTANCE OF 234.93 FEET TO A FOUND IRON ROD IN THE EASTERLY LINE OF THE PROPERTY OF ROBERT EDWARD EDMISTON & SUZANNE EDMISTON AS RECORDED IN DEED BOOK 1434 PAGE 949 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID EASTERLY LINE OF ROBERT EDWARD EDMISTON & SUZANNE EDMISTON N 10°23'27" E FOR A DISTANCE OF 145.46 FEET TO A POINT ON THE NORTHEASTERLY LINE OF ROBERT EDWARD EDMISTON & SUZANNE EDMISTON; THENCE ALONG SAID NORTHEASTERLY LINE OF ROBERT EDWARD EDMISTON & SUZANNE EDMISTON N 65°09'52" W FOR A DISTANCE OF 128.03 FEET TO FOUND IRON ROD ON THE NORTHWESTERLY LINE OF ROBERT EDWARD EDMISTON & SUZANNE EDMISTON; THENCE ALONG SAID NORTHWESTERLY LINE OF ROBERT EDWARD EDMISTON & SUZANNE EDMISTON S 35°16'29" W FOR A DISTANCE OF 265.50 FEET TO A FOUND IRON PIPE ON THE SOUTHWESTERLY LINE OF ROBERT EDWARD EDMISTON & SUZANNE EDMISTON; THENCE ALONG SAID SOUTHWESTERLY LINE OF ROBERT EDWARD EDMISTON & SUZANNE EDMISTON S 48°56'33" E FOR A DISTANCE OF 107.01 FEET TO A FOUND IRON ROD ON THE NORTHERLY RIGHT OF WAY OF BONITA DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY OF BONITA DRIVE WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 356.80 FEET, AN ARC DISTANCE OF 60.01 FEET AND WHOSE LONG CHORD BEARS S 40°58'53" W FOR A DISTANCE OF 59.94 FEET TO A FOUND IRON PIPE ON THE NORTHEASTERLY LINE OF THE PROPERTY OF JONATHON MARK BRINGLE & TAMARA DELLINGER BRINGLE AS RECORDED IN DEED BOOK 1295 PAGE 199 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID NORTHEASTELY LINE OF JONATHON MARK BRINGLE & TAMARA DELLINGER BRINGLE TWO (2) COURSES: 1.) N 48°54'57" W FOR A DISTANCE OF 150.28 FEET TO A FOUND IRON PIPE, 2.) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 18.79 FEET AND WHOSE LONG CHORD BEARS N 70°16'04" W FOR A DISTANCE OF 18.35 FEET TO A FOUND IRON PIPE ON THE NORTHWESTERLY LINE OF THE PROPERTY OF JONATHON MARK BRINGLE & TAMARA DELLINGER BRINGLE; THENCE ALONG SAID NORTHWESTERLY LINE OF JONATHON MARK BRINGLE & TAMARA DELLINGER BRINGLE S 38°12'38" W FOR A DISTANCE OF

243.49 FEET TO A FOUND IRON PIPE ON THE NORTHWESTLY LINE OF THE PROPERTY OF MATTHEW CORBITT AND KERRI P CORBITT AS RECORDED IN DEED BOOK 1081 PAGE 396 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID NORTHWESTERLY LINE OF MATTHEW CORBITT AND KERRI P CORBITT S 28°30'47" W FOR A DISTANCE OF 202.24 FEET TO A FOUND IRON PIPE ON THE SOUTHWESTERLY LINE OF MATTHEW CORBITT AND KERRI P CORBITT; THENCE ALONG SAID SOUTHWESTERLY LINE OF MATTHEW CORBITT AND KERRI P CORBITT WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 1388.32 FEET, AN ARC DISTANCE OF 199.83 FEET AND WHOSE LONG CHORD BEARS S 60°09'44" E FOR A DISTANCE OF 199.66 FEET TO A FOUND IRON ROD ON THE NORTHERLY RIGHT OF WAY OF BONITA DRIVE AT ITS INTERSECTION WITH THE WESTERLY TERMINUS OF WINDWARD LANE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY OF BONITA DRIVE AND WESTERLY TERMINUS OF WINDWARD LANE S 53°15'46" W FOR A DISTANCE OF 63.89 FEET TO A FOUND IRON PIPE ON THE WESTERLY LINE OF THE PROPERTY OF CURTIS RON FRESTON & GIOVANNA FRESTON AS RECORDED IN DEED BOOK 1407 PAGE 921 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID WESTERLY LINE OF CURTIS RON FRESTON & GIOVANNA FRESTON S 24° 03' 44" W FOR A DISTANCE OF 216.80 FEET TO A FOUND IRON ROD AT THE NORTHWESTERN CORNER OF COMMON OPEN SPACE 4 OF PLAT BOOK 9995 PAGE 6317 OF THE ROWAN COUNTY PUBLIC REGISTRY, THENCE WITH SAID COMMON OPEN SPACE S 64°04'06" W FOR A DISTANCE OF 137.33 FEET TO A FOUND IRON ROD AT THE NORTHEASTERN CORNER OF LOT 62 OF PLAT BOOK 9995 PAGE 6317 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID NORTHERLY LINE OF LOT 62 TWO (2) COURSES: 1.) N 40°26'31" W FOR A DISTANCE OF 90.69 FEET TO A POINT, 2.) N 77°37'05" W FOR A DISTANCE OF 75.92 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 61 OF PLAT BOOK 9995 PAGE 6317 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID NORTHERLY LINE OF LOT 61 THREE (3) COURSES: 1.) S 73°33'25" W FOR A DISTANCE OF 77.65 FEET TO A POINT, 2.) N 60°10'03" W FOR A DISTANCE OF 35.50 FEET TO A FOUND IRON ROD, 3.) N 41°45'04" W FOR A DISTANCE OF 46.31 FEET TO A FOUND IRON ROD ON THE WESTERLY LINE OF LOT 61; THENCE ALONG SAID WESTERLY LINE OF LOT 61 S 13°54'25" W FOR A DISTANCE OF 100.53 FEET TO A FOUND IRON ROD ON THE NORTHERLY LINE OF LOT 60 OF PLAT BOOK 9995 PAGE 6317; THENCE ALONG SAID NORTHERLY LINE OF LOT 60 N 74°32'48" W FOR A DISTANCE OF 124.07 FEET TO A FOUND IRON ROD ON THE NORTHERLY LINE OF LOT 59 OF PLAT BOOK 9995 PAGE 6317; THENCE ALONG SAID NORTHERLY LINE OF LOT 59 N 36°20'01" W FOR A DISTANCE OF 113.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF TULLY MORE DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY OF TULLY MORE DRIVE WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 625.00 FEET, AN ARC DISTANCE OF 2.25 FEET AND WHOSE LONG CHORD BEARS N 54°11'46" E FOR A DISTANCE OF 2.25 FEET TO A FOUND IRON ROD ON THE EASTERLY TERMINUS OF TULLY MORE DRIVE; THENCE ALONG SAID EASTERLY TERMINUS OF TULLY MORE DRIVE N 35°42'02" W FOR A DISTANCE OF 40.00 FEET TO A FOUND IRON ROD ON THE WESTERLY RIGHT OF WAY OF TULLY MORE DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY TULLY MORE DRIVE WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 665.00 FEET, AN ARC DISTANCE OF 42.26 FEET AND WHOSE LONG CHORD BEARS S 52°13'34" W FOR A DISTANCE OF 42.26 FEET TO A POINT ON THE EASTERLY LINE OF LOT 58 OF PLAT BOOK 9995 PAGE 6317 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID EASTERLY LINE OF LOT 58 N 39°33'14" W FOR A DISTANCE OF 147.31 FEET TO A FOUND IRON ROD ON THE EASTERLY LINE OF LOT 57 OF PLAT BOOK 9995 PAGE 6317 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID EASTERLY LINE OF LOT 57

N 26°39'52" E FOR A DISTANCE OF 126.15 FEET TO A FOUND IRON ROD; THENCE CONTINUING ALONG THE EASTERLY LINE OF LOT 57, LOT 56, LOT 55 AND LOT 54 OF PLAT BOOK 9995 PAGE 6317 OF THE ROWAN COUNTY PUBLIC REGISTRY N 5°08'26" E, PASSING THROUGH A FOUND IRON ROD AT 11.01 FEET, FOR A DISTANCE OF 360.29 FEET TO A FOUND IRON ROD ON THE NORTHERLY LINE OF LOT 54, SAID ROD BEING ON THE SOUTHERLY LINE OF THE PROPERTY OF LOUISE K. CONNOR, TRUSTEE OF THE LOUISE K. CONNOR REVOCABLE LIVING TRUST AS RECORDED IN DEED BOOK 1270 PAGE 855 OF THE ROWAN COUNTY PUBLIC REGISTRY; thence continuing with said lot 54 AND LOT 53 OF PLAT BOOK 9995 PAGE 6317 THREE (3) COURSES; 1.) S 75° 22' 14" W FOR A DISTANCE OF 14.78 FEET TO A FOUND IRON ROD, 2.) N 70° 31' 31" W FOR A DISTANCE OF 207.64 FEET TO A FOUND IRON PIPE, 3.) N 76° 33' 53" W FOR A DISTANCE OF 170.78 FEET TO A FOUND IRON PIPE AT THE NORTHERNMOST CORNER OF SAID LOT 53, THENCE WITH SAID LOT 53 AND THE NORTHERN LINE OF LOT 52 OF PLAT BOOK 9995 PAGE 6469 OF THE ROWAN COUNTY PUBLIC REGISTRY S 56° 06' 19" W PASSING THROUGH A FOUND IRON ROD AT 140.70 FEET, FOR A TOTAL DISTANCE OF 197.83 FEET TO A FOUND IRON ROD, THENCE WITH THE WESTERN LINE OF LOT 52 AND LOT 51 OF PLAT BOOK 9995 PAGE 6469 S 16° 03' 49" W PASSING THROUGH A FOUND IRON ROD AT 193.54 FEET FOR A TOTAL DISTANCE OF 304.75 FEET TO A FOUND IRON ROD, THENCE WITH THE WESTERN LINE OF LOT 51 AND LOT 50 OF PLAT BOOK 9995 PAGE 6469 S 27° 39' 40" W PASSING THROUGH A FOUND IRON ROD AT 36.62 FEET FOR A TOTAL DISTANCE OF 94.20 FEET TO A FOUND IRON ROD AT THE NORTHWESTERN CORNER OF LOT 49 OF PLAT BOOK 9995 PAGE 6469, THENCE WITH LOT 49 S 27° 35' 20" W FOR A DISTANCE OF 247.40 FEET TO A FOUND IRON ROD, AT THE NORTHWESTERN CORNER OF LOT 48 OF PLAT BOOK 9995 PAGE 6469, THENCE WITH SAID LOT 49 THREE (3) COURSES; 1.) S 24° 49' 12" W FOR A DISTANCE OF 112.77 FEET TO A FOUND IRON ROD, 2.) S 46° 32' 40" E FOR A DISTANCE OF 125.90 FEET TO A FOUND IRON ROD, 3.) N 87° 50' 54" E FOR A DISTANCE OF 145.56 FEET TO A FOUND IRON ROD ON THE WESTERN LINE OF LOT 44 OF PLAT BOOK 9995 PAGE 6317 OF THE ROWAN COUNTY PUBLIC REGISTRY, THENCE WITH LOT 44 S 06° 27' 33" E FOR A DISTANCE OF 158.82 FEET TO A FOUND IRON ROD, THENCE WITH THE NORTHWESTERN LINE OF LOT 44 AND LOT 43 OF PLAT BOOK 9995 PAGE 6317 S 50° 10' 34" W FOR A DISTANCE OF 130.91 FEET TO A FOUND IRON ROD, THENCE WITH THE NORTHWESTERN LINE OF LOT 43, LOT 42 AND LOT 35 OF PLAT BOOK 995 PAGE 6317 S 63° 28' 11" W PASSING THROUGH FOUND IRON RODS AT 139.90 FEET AND 147.08 FEET, FOR A TOTAL DISTANCE OF 188.38 FEET TO A FOUND IRON ROD AT THE NORTHEASTERN CORNER OF LOT 34 OF PLAT BOOK 9995 PAGE 6317, THENCE WITH SAID LOT 34 S 84° 39' 26" W FOR A DISTANCE OF 144.37 FEET TO A FOUND IRON ROD, THENCE WITH THE NORTHWESTERN LINE OF LOT 34, LOT 32 AND LOT 31 OF PLAT BOOK 9995 PAGE 6317 S 59° 02' 18" W PASSING THROUGH IRON RODS AT 198.56 FEET 275.39 FEET AND 331.58 FOR A TOTAL DISTANCE OF 350.03 FEET TO A FOUND IRON ROD, THENCE WITH THE NORTHWESTERN LINE OF LOT 31, LOT 30, LOT 29, LOT 28, LOT 27 OF PLAT BOOK 9995 PAGE 6317 S 64° 32' 08" W PASSING THROUGH FOUND IRON RODS AT 33.24 FEET, 88.54 FEET, 153.58 FEET AND 247.72 FEET FOR A TOTAL DISTANCE OF 504.70 FEET TO A FOUND IRON ROD, THENCE WITH THE WESTERN LINE OF LOT 27 S 23° 04' 35" W FOR A DISTANCE OF 121.34 FEET TO A FOUND IRON ROD ON THE CUL-DE-SAC RIGHT OF WAY OF TAMARY DRIVE, THENCE WITH SAID RIGHT OF WAY THREE (3) COURSES; 1.) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 227.25 FEET AND WHOSE LONG CHORD BEARS S 10° 06' 01" W FOR A DISTANCE OF 76.37 FEET TO A SET IRON ROD, 2.) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF

15.03 FEET AND WHOSE LONG CHORD BEARS N 88° 36' 03" E FOR A DISTANCE OF 14.41 FEET, 3.) S 62° 41' 19" E FOR A DISTANCE OF 6.56 FEET TO A FOUND IRON ROD AT THE NORTHWESTERN CORNER OF LOT 26 OF PLAT BOOK 9995 PAGE 6317, THENCE WITH LOT 26 TWO (2) COURSES; 1.) S 27° 29' 10" W FOR A DISTANCE OF 160.21 FEET TO A FOUND IRON ROD, 2.) S 20° 52' 31" E FOR A DISTANCE OF 47.34 FEET TO A FOUND IRON ROD, THENCE WITH THE SOUTHERN LINE OF LOT 26, LOT 25, LOT 24, LOT 23, AND LOT 22 OF PLAT BOOK 9995 PAGE 6317 S 72° 13' 16" E PASSING THROUGH FOUND IRON RODS AT 126.19 FEET, 299.91 FEET, 482.84 FEET AND 655.99 FEET FOR A TOTAL DISTANCE OF 749.86 FEET TO A FOUND IRON ROD, THENCE WITH THE EASTERN LINE OF LOTS 22 AND LOT 21 OF PLAT BOOK 9995 PAGE 6317 N 35° 58' 29" E PASSING THROUGH A FOUND IRON ROD AT 96.58 FEET FOR A TOTAL DISTANCE OF 231.42 FEET TO A FOUND IRON ROD AT THE SOUTHWESTERN CORNER OF LOT 19 OF PLAT BOOK 9995 PAGE 6317, THENCE WITH SAID LOT 19, LOT 18 AND LOT 17 OF PLAT BOOK 9995 PAGE 6317 S 70° 14' 09" E PASSING THROUGH FOUND IRON RODS AT 194.33 FEET AND 393.03 FEET FOR A TOTAL DISTANCE OF 503.78 FEET TO A SET IRON ROD ON THE WESTERN LINE OF THE NORMAN R BRENNENSTUHL AND MARY D BRENNENSTUHL PROPERTY AS RECORDED IN DEED BOOK 1229 PAGE 223 AND DEED BOOK 1087 PAGE 193 OF THE ROWAN COUNTY PUBLIC REGISTRY, THENCE WITH THE WESTERN LINE OF NORMAN R BRENNENSTUHL AND MARY D BRENNENSTUHL S 34° 04' 03" W FOR A DISTANCE OF 234.28 FEET TO A SET IRON ROD ON THE RIGHT OF WAY OF CORRIHER STREET, THENCE WITH SAID RIGHT OF WAY THREE (3) COURSES; 1.) N 72° 12' 31" W FOR A DISTANCE OF 881.44 FEET TO A FOUND IRON ROD, 2.) S 16° 42' 59" W FOR A DISTANCE OF 13.58 FEET TO A SET IRON ROD, 3.) N 72° 10' 03" W FOR A DISTANCE OF 184.25 FEET TO A SET IRON ROD THENCE WITH THE TERMINUS OF SAID CORRIHER STREET RIGHT OF WAY AND THE WESTERN LINE OF THE MARVIN D RIDINGS & ELIZABETH L RIDINGS PROPERTY AS RECORDED IN DEED BOOK 1064 PAGE 673, THE MARK J SPITZER PROPERTY AS RECORDED IN DEED BOOK 1291 PAGE 588, THE CHARLENE SUZANNE FABER AND JOHN F FABER PROPERTY AS RECORDED IN DEED BOOK 1380 PAGE 147 AND THE DEBRA C FUNDERBURK PROPERTY AS RECORDED IN DEED BOOK 571 PAGE 395, ALL OF THE ROWAN COUNTY PUBLIC REGISTRY S 17° 45' 56" W PASSING THROUGH A FOUND IRON ROD AT 160.40 FEET AND FOUND IRON PIPES AT 424.93 FEET, 628.93 FEET AND 805.45 FEET, FOR A TOTAL DISTANCE OF 813.57 FEET TO A SET IRON ROD, THENCE WITH THE SOUTHWESTERN LINE OF THE DEBRA C FUNDERBURK PROPERTY AND THE CARLOS A SANCHEZ ENTERPRISE PROPERTY AS RECORDED IN DEED BOOK 1201 PAGE 688 OF THE ROWAN COUNTY PUBLIC REGISTRY S 31° 31' 04" E FOR A DISTANCE OF 279.84 FEET TO A FOUND IRON PIPE AT THE SOUTHWESTERN CORNER OF THE HUTCH'S REAL ESTATE INC. PROPERTY AS RECORDED IN DEED BOOK 1402 PAGE 168 OF THE ROWAN COUNTY PUBLIC REGISTRY, THENCE WITH THE SOUTHERN LINE OF, HUTCH'S REAL ESTATE INC. S 89° 53' 22" E FOR A DISTANCE OF 175.26 FEET TO A FOUND IRON ROD ON THE WESTERN LINE OF THE ZACHARY LYNN LAWING PROPERTY AS RECORDED IN DEED BOOK 1360 PAGE 939 OF THE ROWAN COUNTY PUBLIC REGISTRY, THENCE WITH THE WESTERN LINE OF ZACHARY LYNN LAWING AND THE EVANS M LOGAN, JR. AND REBECCA H LOGAN PROPERTY AS RECORDED IN DEED BOOK 639 PAGE 826 OF THE ROWAN COUNTY PUBLIC REGISTRY S 01° 55' 26" W PASSING THROUGH A FOUND IRON PIPE AT 122.79 FEET, FOR A TOTAL DISTANCE OF 267.79 FEET TO A FOUND IRON ROD ON THE NORTHERN RIGHT OF WAY OF FAIRWAY DRIVE, THENCE WITH SAID RIGHT OF WAY FIVE (5) COURSES; WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 915.48 FEET, AN ARC LENGTH OF 93.39 FEET AND WHOSE LONG CHORD BEARS S 61° 11' 42" W FOR A DISTANCE OF 93.35 FEET TO A FOUND IRON ROD, 2.) S 58° 16' 20" W FOR A

DISTANCE OF 84.21 FEET TO A FOUND IRON ROD, 3.) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 6175.00 FEET, AN ARC LENGTH OF 350.28 FEET AND WHOSE LONG CHORD BEARS S 56° 38' 50" W FOR A DISTANCE OF 350.23 FEET TO A FOUND IRON ROD, 4.) S 55° 01' 20" W FOR A DISTANCE OF 185.71 FEET TO A FOUND IRON ROD, 5.) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 678.61 FEET, AN ARC LENGTH OF 111.15 FEET AND WHOSE LONG CHORD BEARS S 50° 19' 50" W FOR A DISTANCE OF 111.03 FEET TO A SET IRON ROD AT THE NORTHEASTERN CORNER OF THE ATLANTIC AMERICAN PROP INC PROPERTY AS RECORDED IN DEED BOOK 1047 PAGE 597 OF THE ROWAN COUNTY PUBLIC REGISTRY, THENCE WITH SAID PROPERTY SEVEN (7) COURSES; 1.) S 88° 04' 43" W FOR A DISTANCE OF 200.81 FEET TO A FOUND IRON ROD, 2.) S 72° 24' 22" W PASSING THROUGH A FOUND IRON ROD AT 368.72 FEET FOR A TOTAL DISTANCE OF 467.02 FEET TO A POINT, 3.) N 43° 26' 11" W FOR A DISTANCE OF 84.43 FEET TO A POINT, 4.) N 54° 47' 22" W FOR A DISTANCE OF 272.80 FEET TO A POINT, 5.) N 75° 27' 50" W FOR A DISTANCE OF 207.49 FEET TO A POINT, 6.) N 81° 52' 03" W FOR A DISTANCE OF 337.17 FEET TO A POINT, 7.) S 67° 40' 06" W FOR A DISTANCE OF 69.90 FEET TO A POINT ON THE EASTERN EDGE OF KANNAPOLIS LAKE AND THE ATLANTIC AMERICAN PROPERTIES INC. PROPERTY AS RECORDED IN DEED BOOK 1228 PAGE 578 OF THE ROWAN COUNTY REGISTER OF DEEDS, THENCE WITH A NEW LINE WITHIN SAID PROPERTY N 54° 08' 16" W FOR A DISTANCE OF 448.59 FEET TO A POINT IN LAKE KANNAPOLIS AND ON THE EASTERN LINE OF THE MURDOCK HOLDINGS AND AMERICAN ATLANTIC PROPERTIES INC. PROPERTY AS RECORDED IN DEED BOOK 1320 PAGE 729 OF THE ROWAN COUNTY PUBLIC REGISTRY, THENCE WITH SAID PROPERTY N 03° 46' 00" E FOR A DISTANCE OF 206.81 FEET TO A POINT, THENCE WITH A NEW LINE WITHIN SAID PROPERTY TWO (2) COURSES; 1.) N 90° 00' 00" W FOR A DISTANCE OF 417.74 FEET TO A POINT, 2.) S 67° 28' 19" W FOR A DISTANCE OF 135.61 FEET TO A FOUND ANGLE IRON ON THE EASTERN LINE OF THE LARRY D HENDLEY PROPERTY AS RECORDED IN DEED BOOK 1065 PAGE 359 OF THE ROWAN COUNTY PUBLIC REGISTRY, THENCE WITH SAID PROPERTY N 15°37'19" W FOR A DISTANCE OF 166.44 FEET TO A FOUND IRON ROD AT THE SOUTHEASTERN CORNER OF ANOTHER LARRY D HENDLEY PROPERTY AS RECORDED IN DEED BOOK 1065 PAGE 358 OF THE ROWAN COUNTY PUBLIC REGISTRY, THENCE WITH SAID PROPERTY THREE (3) COURSES; 1.) N 15°35'11" W FOR A DISTANCE OF 128.59 FEET TO A FOUND ANGLE IRON, 2.) N 50°51'12" W FOR A DISTANCE OF 199.46 FEET TO A FOUND AXLE 3.) S 7°52'01" E FOR A DISTANCE OF 277.16 FEET TO A FOUND IRON ROD AT THE NORTHWESTERN CORNER OF THE FIRST MENTIONED LARRY D HENDLEY PROPERTY, THENCE WITH SAID PROPERTY S 7°46'28" E FOR A DISTANCE OF 229.26 FEET TO FOUND 1" IRON PIPE ON THE NORTHERLY LINE OF THE PROPERTY OF CALEB DURHAM AS RECORDED IN DEED BOOK 1440 PAGE 664 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID PROPERTY, THE NORTHERLY LINE OF THE AFOREMENTIONED CALEB DURHAM PROPERTY AS RECORDED IN DEED BOOK 1440 PAGE 661 AND THE NORTHERLY LINE OF THE CRYSTAL ROSS PROPERTY AS RECORDED IN DEED BOOK 1440 PAGE 670 OF THE ROWAN COUNTY PUBLIC REGISTRY N 89°42'29" W FOR A DISTANCE OF 763.34 FEET TO A FOUND AXLE; THENCE CONTINUING ALONG SAID CRYSTAL ROSS PROPERTY S 88°49'00" W FOR A DISTANCE OF 459.19 FEET TO A FOUND IRON ROD IN THE RIGHT OF WAY OF UPPER ENOCHVILLE ROAD, THENCE WITHIN THE RIGHT OF WAY OF UPPER ENOCHVILLE ROAD S 56°03'07" W FOR A DISTANCE OF 20.01 FEET TO IN THE CENTERLINE OF UPPER ENOCHVILLE ROAD (SR 1104); THENCE ALONG THE CENTERLINE OF UPPER ENOCHVILLE ROAD N 33°55'24" W FOR A DISTANCE OF 57.73 FEET TO A POINT; THENCE N 56°00'09" E FOR A DISTANCE OF 24.99 FEET TO A FOUND

IRON ROD ON THE SOUTHERLY LINE OF THE PROPERTY OF DORIS SELLARI, TONY SELLARI, ZELMA P. FOUTZ & BILLY FOUTZ, TRUSTEES OF THE PLASTER FAMILY TRUST AGREEMENT AS RECORDED IN DEED BOOK 1313 PAGE 228 AND PLAT BOOK 9995 PAGE 6918 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID SOUTHERLY LINE OF DORIS SELLARI, TONY SELLARI, ZELMA P. FOUTZ & BILLY FOUTZ N 88°47'58" E FOR A DISTANCE OF 15.94 FEET TO A FOUND IRON ROD ON THE EASTERLY LINE OF DORIS SELLARI, TONY SELLARI, ZELMA P. FOUTZ & BILLY FOUTZ; THENCE ALONG SAID EASTERLY LINE OF DORIS SELLARI, TONY SELLARI, ZELMA P. FOUTZ & BILLY FOUTZ TWO (2) COURSES: 1.) N 1°05'16" E, PASSING THROUGH A FOUND IRON ROD AT 409.74 FEET AND AT 889.98 FEET, FOR A DISTANCE OF 1249.20 FEET TO A FOUND IRON ROD, 2.) N 3°19'50" E FOR A DISTANCE OF 295.19 FEET TO A FOUND IRON PIPE ON THE EASTERLY LINE OF THE PROPERTY OF DAVID A. FINGER, PHYLLIS F. HEALEY & JON R. FINGER AS RECORDED IN DEED BOOK 644 PAGE 907 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID EASTERLY LINE OF DAVID A. FINGER, PHYLLIS F. HEALEY & JON R. FINGER N 0°09'29" E, PASSING THROUGH A FOUND IRON ROD AT 312.71 FEET, FOR A DISTANCE OF 1163.15 FEET TO A FOUND ANGLE IRON ON THE SOUTHERLY LINE OF THE PROPERTY OF DAVID A. FINGER, PHYLLIS F. HEALEY & JON R. FINGER; THENCE ALONG SAID SOUTHERLY LINE OF DAVID A. FINGER, PHYLLIS F. HEALEY & JON R. FINGER S 88°22'17" E FOR A DISTANCE OF 418.75 FEET TO A FOUND IRON ROD ON THE EASTERLY LINE OF DAVID A. FINGER, PHYLLIS F. HEALEY & JON R. FINGER; THENCE ALONG SAID EASTERLY LINE OF DAVID A. FINGER, PHYLLIS F. HEALEY & JON R. FINGER N 16°31'18" W FOR A DISTANCE OF 680.29 FEET TO A FOUND IRON PIPE ON THE SOUTHERLY LINE OF THE PROPERTY OF DAVID A. FINGER, JR., PHYLLIS F. HEALY & JON R. FINGER AS RECORDED IN DEED BOOK 623 PAGE 161 OF THE ROWAN COUNTY PUBLIC REGISTRY; THENCE ALONG SAID SOUTHERLY LINE OF DAVID A. FINGER, JR., PHYLLIS F. HEALY & JON R. FINGER N 86°56'03" E FOR A DISTANCE OF 298.80 FEET TO A FOUND IRON ROD IN THE EASTERLY LINE OF DAVID A. FINGER, JR., PHYLLIS F. HEALY & JON R. FINGER; THENCE ALONG SAID EASTERLY OF DAVID A. FINGER, JR., PHYLLIS F. HEALY & JON R. FINGER N 4°17'05" W FOR A DISTANCE OF 676.56 FEET TO A FOUND IRON ROD ON THE SOUTHERLY RIGHT OF WAY OF CANNON FARM ROAD (SR 1197); THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF CANNON FARM ROAD SIXTEEN (16) COURSES: 1.) S 79°55'24" E FOR A DISTANCE OF 60.07 FEET TO A POINT, 2.) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 1457.15 FEET, AN ARC DISTANCE OF 244.68 FEET, AND WHOSE LONG CHORD BEARS S 84°44'00" E FOR A DISTANCE OF 244.40 FEET TO A POINT, 3.) WITH A COMPOUND CURVE TURNING TO THE LEFT HAVING A RADIUS OF 2634.17 FEET, AN ARC DISTANCE OF 176.77 FEET AND WHOSE LONG CHORD BEARS N 88°32'01" E FOR A DISTANCE OF 176.74 FEET TO A POINT, 4.) N 86°36'40" E FOR A DISTANCE OF 278.53 FEET TO A POINT, 5.) N 86°27'27" E FOR A DISTANCE OF 259.57 FEET TO A POINT, 6.) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 632.21 FEET, AN ARC DISTANCE OF 140.41 FEET AND WHOSE LONG CHORD BEARS N 80°05'43" E FOR A DISTANCE OF 140.12 FEET TO A POINT, 7.) WITH A COMPOUND CURVE TURNING TO THE LEFT HAVING A RADIUS OF 936.81 FEET, AN ARC DISTANCE OF 144.86 FEET AND WHOSE LONG CHORD BEARS N 69°18'10" E FOR A DISTANCE OF 144.72 FEET TO A FOUND CONCRETE MONUMENT, 8.) S 28°25'22" E FOR A DISTANCE OF 7.97 FEET TO A FOUND CONCRETE MONUMENT, 9.) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 4688.69 FEET, AN ARC DISTANCE OF 330.63 FEET AND WHOSE LONG CHORD BEARS N 59°33'26" E FOR A DISTANCE OF 330.56 FEET TO A FOUND CONCRETE MONUMENT, 10.) S 32°27'47" E FOR A DISTANCE OF 16.40 FEET TO A FOUND CONCRETE MONUMENT, 11.) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF

7614.83 FEET, AN ARC DISTANCE OF 263.22 FEET AND WHOSE LONG CHORD BEARS N 58°31'38" E FOR A DISTANCE OF 263.21 FEET TO A FOUND CONCRETE MONUMENT, 12.) N 68°23'26" E FOR A DISTANCE OF 63.81 FEET TO A POINT, 13.) N 59°31'03" E FOR A DISTANCE OF 147.64 FEET TO A FOUND CONCRETE MONUMENT, 14.) N 36°33'34" E FOR A DISTANCE OF 67.29 FEET TO A POINT, 15.) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 1259.84 FEET, AN ARC DISTANCE OF 245.53 FEET AND WHOSE LONG CHORD BEARS N 65°06'03" E, FOR A DISTANCE OF 245.14 FEET TO A FOUND CONCRETE MONUMENT, PASSING THROUGH A FOUND IRON ROD AT A LONG CHORD OF N 62°37'10" E FOR A DISTANCE OF 136.34 FEET, 16.) N 70°41'02" E FOR A DISTANCE OF 228.75 FEET TO A FOUND CONCRETE MONUMENT BEING THE POINT AN PLACE OF BEGINNING AND CONTAINING 27,413,983 SQUARE FEET OR 629.338 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPTING THE PUMP STATION SITE, PROPERTY OF THE CITY OF KANNAPOLIS AS RECORDED IN DEED BOOK 652 PAGE 75 OF THE ROWAN COUNTY PUBLIC REGISTRY AND DESCRIBED AS FOLLOWS:

COMMENCING AT A SET IRON ROD AT THE WESTERNMOST CORNER OF THE DEBRA C FUNDERBURK PROPERTY AS RECORDED IN DEED BOOK 571 PAGE 395 OF THE ROWAN COUNTY PUBLIC REGISTRY, FROM SAID IRON ROD N 67°54'11" W FOR A DISTANCE OF 1072.32 FEET TO A SET IRON ROD AT THE POINT OF BEGINNING, THENCE FOUR (4) COURSES; 1.) S 82°46'46" W FOR A DISTANCE OF 80.00 FEET TO A SET IRON ROD, 2.) N 7°13'14" W FOR A DISTANCE OF 100.00 FEET TO A SET IRON ROD, 3.) N 82°46'46" E, FOR A DISTANCE OF 80.00 FEET TO A SET IRON ROD, 4.) S 7°13'14" E FOR A DISTANCE OF 100.00 FEET TO THE POINT AN PLACE OF BEGINNING AND CONTAINING 8,000 SQUARE FEET OR 0.184 ACRES OF LAND, MORE OR LESS.

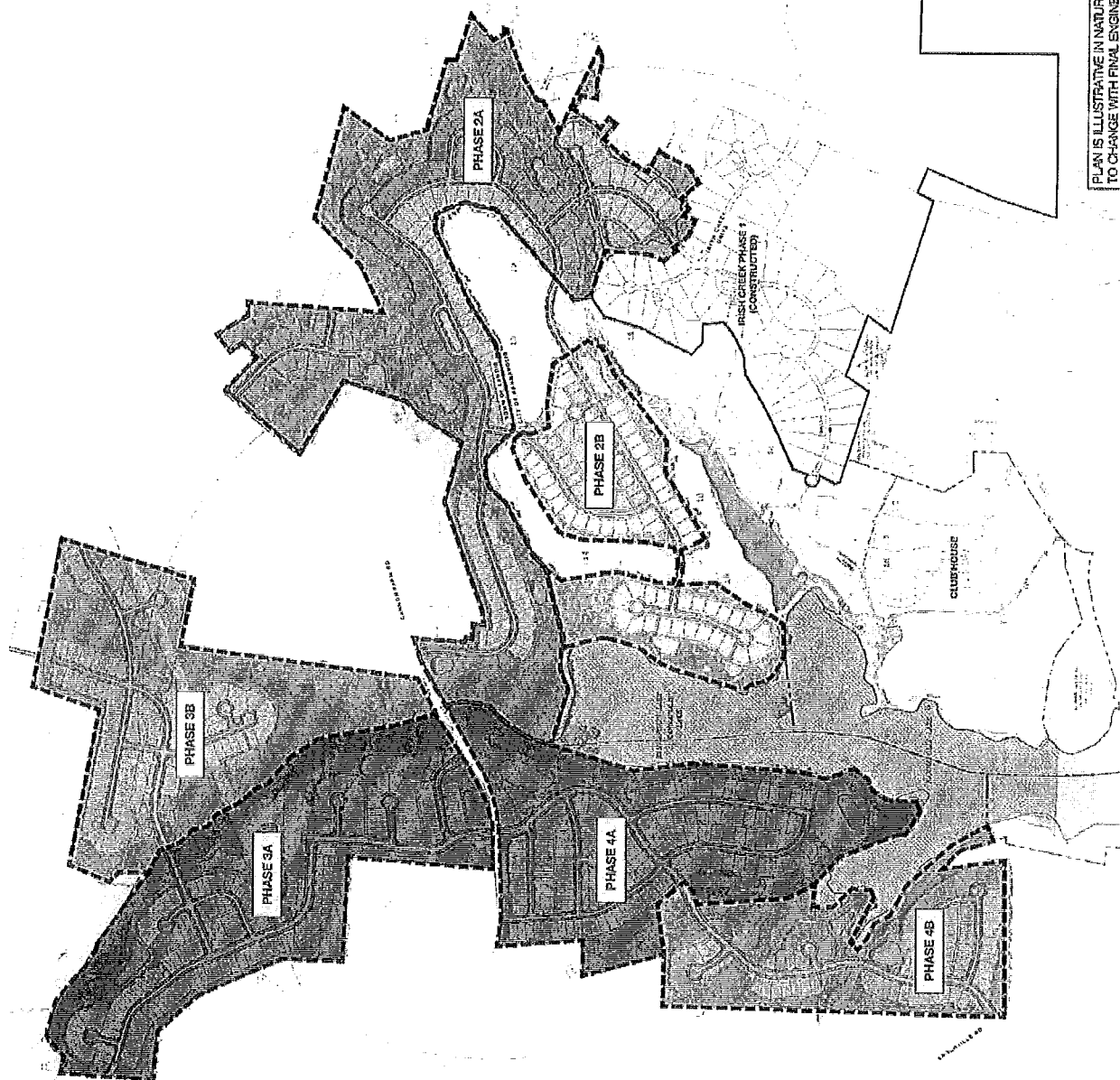
THE AREAS DESCRIBED ABOVE ALONG WITH THE REMAINDER OF THE KANNAPOLIS LAKE ROWAN COUNTY PARCELS 249C094000001 AND 142 04900000001.

EXHIBIT B

Phasing Map and Development Schedule



PLAN IS ILLUSTRATIVE IN NATURE AND SUBJECT
TO CHANGE WITH FINAL ENGINEERING



THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE WITH
ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS (G.S. 47-30)



Development Schedule

1. The Residential Development shall be constructed by the Developer of the corresponding Project Area generally as follows:
 - a. Phase 2A of the Residential Development includes approximately +/- 168 houses located in Landis, NC and any and all offsite infrastructure to facilitate the development and approval of Phase 2A residential dwellings. Within 240 days of written notice of approval of the both the Preliminary Subdivision Plat and the Development Agreement, the Developer shall submit to Landis and any other appropriate municipalities & governing authorities construction drawings for approval for Phase 2A of the Residential Development, and the Developer shall commence installation of any necessary water and sewer lines or connections for Phase 2A within 360 days after securing final construction drawing approval & all necessary easements to facilitate construction.
 - b. Phase 2B of the Residential Development includes approximately +/- 81 houses located in Kannapolis, NC and any and all offsite infrastructure to facilitate the development and approval of Phase 2B residential dwellings. Within 360 days, but no sooner than 30 days, of written notice of approval of the 2B Preliminary Subdivision Plat, the Developer shall submit to Kannapolis and any other appropriate municipalities & governing authorities construction drawings for approval for Phase 2B of the Residential Development, and the Developer shall commence installation of any necessary water and sewer lines or connections for Phase 2B within 360 days after Phase 2A's acceptance by the governing utility authority of the installed Water & Sewer system.
 - c. Phase 3A of the Residential Development includes approximately +/- 147 houses located in Kannapolis, NC and any and all offsite infrastructure to facilitate the development and approval of Phase 3A residential dwellings. Within 360 days of written notice of approval of the Phase 2B's acceptance by the governing utility authority of the installed Water & Sewer system in 2B, the Developer shall submit to the Kannapolis as well as any other appropriate municipalities & governing authorities construction drawings for approval for Phase 3A of the Residential Development, and the Developer shall commence installation of any necessary water and sewer lines or connections for Phase 3A within 360 days after securing final construction drawing approval & all necessary easements.
 - d. Phase 3B of the Residential Development includes approximately +/- 125 houses located in Kannapolis, NC and any and all offsite infrastructure to facilitate the development and approval of Phase 3B residential dwellings. Within 360 days, but no sooner than 30 days, of written notice of approval of the Phase 3A's acceptance by the governing utility authority of the installed Water & Sewer system in 3A and all associated onsite and offsite infrastructure, the Developer shall submit to the Kannapolis as well as any other appropriate municipalities & governing authorities construction drawings for approval for Phase 3B of the Residential Development, and the Developer shall commence installation of any necessary water and sewer lines or connections for Phase 3B within 360 days after securing final construction drawing approval & all necessary easements.

- e. Phase 4A of the Residential Development includes approximately +/- 63 houses located in Kannapolis, NC and any and all offsite infrastructure to facilitate the development and approval of Phase 4A. Within 450 days, but no sooner than 30 days, of written notice of approval of the Phase 3B's acceptance by the governing utility authority of the installed Water & Sewer system in 3B and all associated onsite and offsite infrastructure, the Developer shall submit to the Kannapolis as well as any other appropriate municipalities & governing authorities construction drawings for approval for Phase 4A of the Residential Development, and the Developer shall commence installation of any necessary water and sewer lines or connections for Phase 4A within 450 days after securing final construction drawing approval & all necessary easements.
 - f. Phase 4B of the Residential Development includes approximately +/- 160 houses located in Kannapolis, NC and any and all offsite infrastructure to facilitate the development and approval of Phase 4B. Within 450 days, but no sooner than 30 days, of written notice of approval of the Phase 4A's acceptance by the governing utility authority of the installed Water & Sewer system in 4A and all associated onsite and offsite infrastructure, the Developer shall submit to the Kannapolis as well as any other appropriate municipalities & governing authorities construction drawings for approval for Phase 4B of the Residential Development, and the Developer shall commence installation of any necessary water and sewer lines or connections for Phase 4B within 450 days after securing final construction drawing approval & all necessary easements.
 - g. Developer may reasonably, in its sole discretion, alter or accelerate the timeline for completion of all Phases of the Residential Development.
2. Development Project is anticipated to be completed on or before December 31, 2034 but failure to meet the completion estimate shall not constitute a material breach of the Development Agreement.

EXHIBIT C

Shea Homes Slide Presentation

IRISH
CREEK

- Architectural Standards

Shea
HOMES

Live the difference.™



Introduction

Disclaimer

"The homes depicted in this packet are representative examples only and are intended to depict specific architectural treatments; the actual homes to be constructed may vary."

In the event where the placement of the garage is found to be in contrast with the stipulated requirements of the Kannapolis and/or Landis UDO, the Architecture standards as contained in this packet shall take precedence.

Introduction

ARCHITECTURAL CATEGORIES

The purpose of this presentation is to outline the General Architecture Standards for Irish Creek. These standards define the visual criteria for homes based on different lot widths, with specific guidelines for properties located along the Lake or Golf Course. The presentation is divided into two main sections: (1) conditions that apply specifically to homes situated on the Lake or Golf Course, and (2) General Architectural Standards that apply to all lots. The Architectural Categories addressed in this presentation are detailed on the right.

"The homes depicted in this packet are representative examples only and are intended to depict specific architectural treatments; the actual homes to be constructed on may vary."



GOLF & LAKE LOTS

- i. Masonry
- ii. Garage Orientation
- iii. Patio
- iv. Gables & Columns



GENERAL ARCHITECTURAL STANDARDS

- i. Masonry
- ii. Garage Orientation
- iii. Porch
- iv. Windows



Introduction

LOT CATEGORIES

Irish Creek features +/- seven different lot widths, each with its own Architectural Standards. These standards will be detailed in the upcoming sections of this presentation. The list on the right indicates the available lot widths in Irish Creek and their respective locations on the Golf Course/Lake or elsewhere.

Please note that the 100-foot and 90-foot-wide lots on the Golf Course/Lake will adhere to the same Architectural Standards.

"The homes depicted in this packet are representative examples only and are intended to depict specific architectural treatments; the actual homes to be constructed may vary."



GOLF & LAKE LOTS

- i. 100' Wide Lots
- ii. 90' Wide Lots



NON-GOLF/LAKE LOTS

- i. 90' Wide Lots
- ii. 70' - 80' Wide Lots
- iii. 52' - 65' Wide Lots





100' Wide and 90' Wide Lots Comparison – Golf & Lake

Introduction

GOLF & LAKE LOTS

100' Wide Lots

The 100' wide lots, except those identified on the map will have four-sided masonry homes. However, certain features of the home, such as gables, dormers, and porches, may be incorporated as non-masonry. The identified lots on the map will follow the conditions for "General Architecture Standards."

Masonry

- Brick wrapped foundation (4-sides).
- No slab foundations:
 - Foundations will be stem walls with a minimum of 10" above grade, crawls, or a basement with masonry/brick wrap only.

Gable/Dormer

- There will be a minimum of one (1) gable/dormer on 75% of the rear elevations, while the remaining 25% may not include any on the rear elevations.

Architectural Columns

- The architectural columns on the rear patio will match those on the front elevation.

Integrated Patio

- The rear covered patio will be integrated into home (not affixed to flat rear) on 75% of homes, the remaining 25% can include patios affixed to the rear of the house.

Windows

- The window gridding will match the front elevation on all four sides of the home.

90' Wide Lots

The 90' wide lots, except those identified on the map will have four-sided masonry homes. However, certain features of the home, such as gables, dormers, and porches, may be incorporated as non-masonry. The identified lots on the map will follow the conditions for "General Architecture Standards."

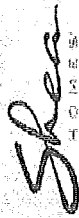
- Brick wrapped foundation (4-sides).
- No slab foundations:
 - Foundations will be stem walls with a minimum of 10" above grade, crawls, or a basement with masonry/brick wrap only.
- There will be a minimum of one (1) gable/dormer on 75% of the rear elevations, while the remaining 25% may not include any on the rear elevations.
- The architectural columns on the rear patio will match those on the front elevation.

- The rear covered patio will be integrated into home (not affixed to flat rear) on 75% of homes, the remaining 25% can include patios affixed to the rear of the house.

- The window gridding will match the front elevation on all four sides of the home.

 Indicates that the Conditions are Identical

 Indicates that the Conditions are NOT Identical



100' Wide and 90' Wide Lots Comparison – General Architectural Standards

GENERAL ARCHITECTURAL STANDARDS

Introduction

100' Wide Lots

Masonry

- At Least 70% of the front elevation widths will have masonry at least 1-story tall.



Siding

- No vinyl siding will be used.



Front Porch

- The front porch will be a minimum 6' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home, while the other 50% can have porches equal to less than 25% of the width of the house.



Garage Orientation

- At least 35% of all 2-car garages will be side-loaded or courtyard-loaded, while the remaining 65% may be front-loaded.
- At least 50% of any single car front load garage will include upgraded garage door hardware, while the other 50% can include non-upgraded hardware.



Windows

- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).



90' Wide Lots

- 50% of front elevations will have at least 25% width of house with masonry, at least 1-story tall. The remaining 50% can have less than 25% of the width of the house with masonry.

- No vinyl siding will be used.

- The front porch will be a minimum 6' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home, while the other 50% can have porches equal to less than 25% of the width of the house.

- At least 35% of all 2-car garages will be side-loaded or courtyard-loaded, while the remaining 65% may be front-loaded.

- 75% of garage doors will have upgraded hardware, while the other 25% can include non-upgraded hardware.

- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).

 Indicates that the Conditions are Identical

 Indicates that the Conditions are NOT Identical

Introduction

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS (G.S. 47-30)

DEVELOPMENT SUMMARY

52' LOTS	255
65' LOTS	104
72' LOTS	46
75' LOTS	25
80' LOTS	121
100' LOTS	52
TOTAL	744 LOTS

GOLF VILLAGE (LANDS)

52' LOTS	48
65' LOTS	48
72' LOTS	74
TOTAL	169 LOTS

GOLF ESTATES (MANIPOLIS)

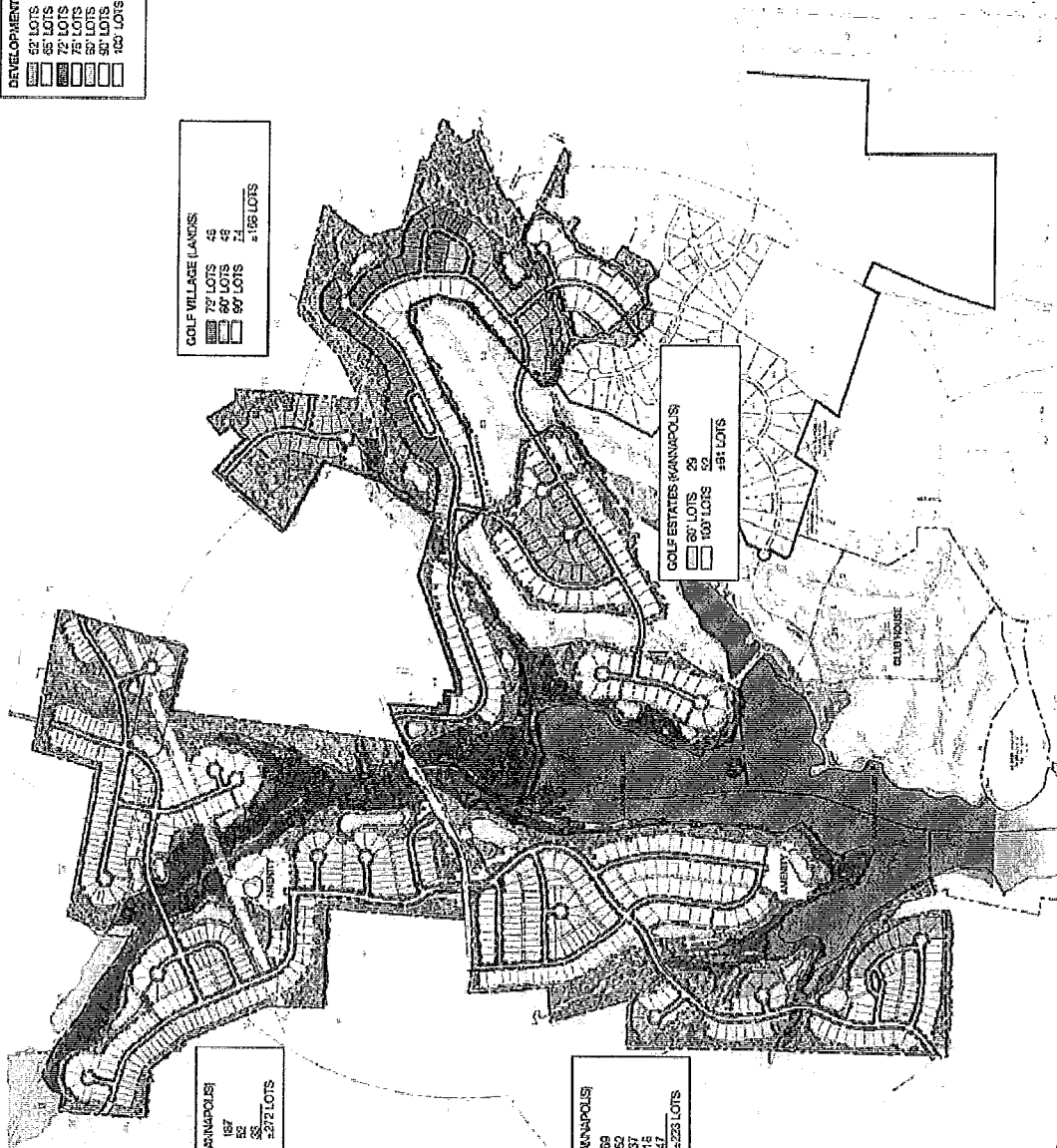
52' LOTS	25
65' LOTS	52
72' LOTS	149
TOTAL	226 LOTS

STREAMSIDE (MANIPOLIS)

52' LOTS	187
65' LOTS	82
72' LOTS	52
TOTAL	321 LOTS

LAKE VILLAGE (MANIPOLIS)

52' LOTS	69
65' LOTS	37
72' LOTS	15
80' LOTS	47
TOTAL	168 LOTS



Disclaimer— Please note that the layout and number of lots presented herein are subject to modification at the developer's discretion.

TABLE OF CONTENTS

100' Wide Lots

- Golf and Lake Conditions
(same conditions apply for both 90' & 100' wide Golf/Lake Lots)
- General Architectural Standards

90' Wide Lots

- Golf and Lake Conditions
(same conditions apply for both 90' & 100' wide Golf/Lake Lots)
- General Architectural Standards

70'-80' Wide Lots

- General Architectural Standards

52' - 65' Wide Lots

- General Architectural Standards

Additional

- Collector Street Lots
- Amenity Photo Examples

100'
WIDE LOTS
- Architectural Standards



Introduction

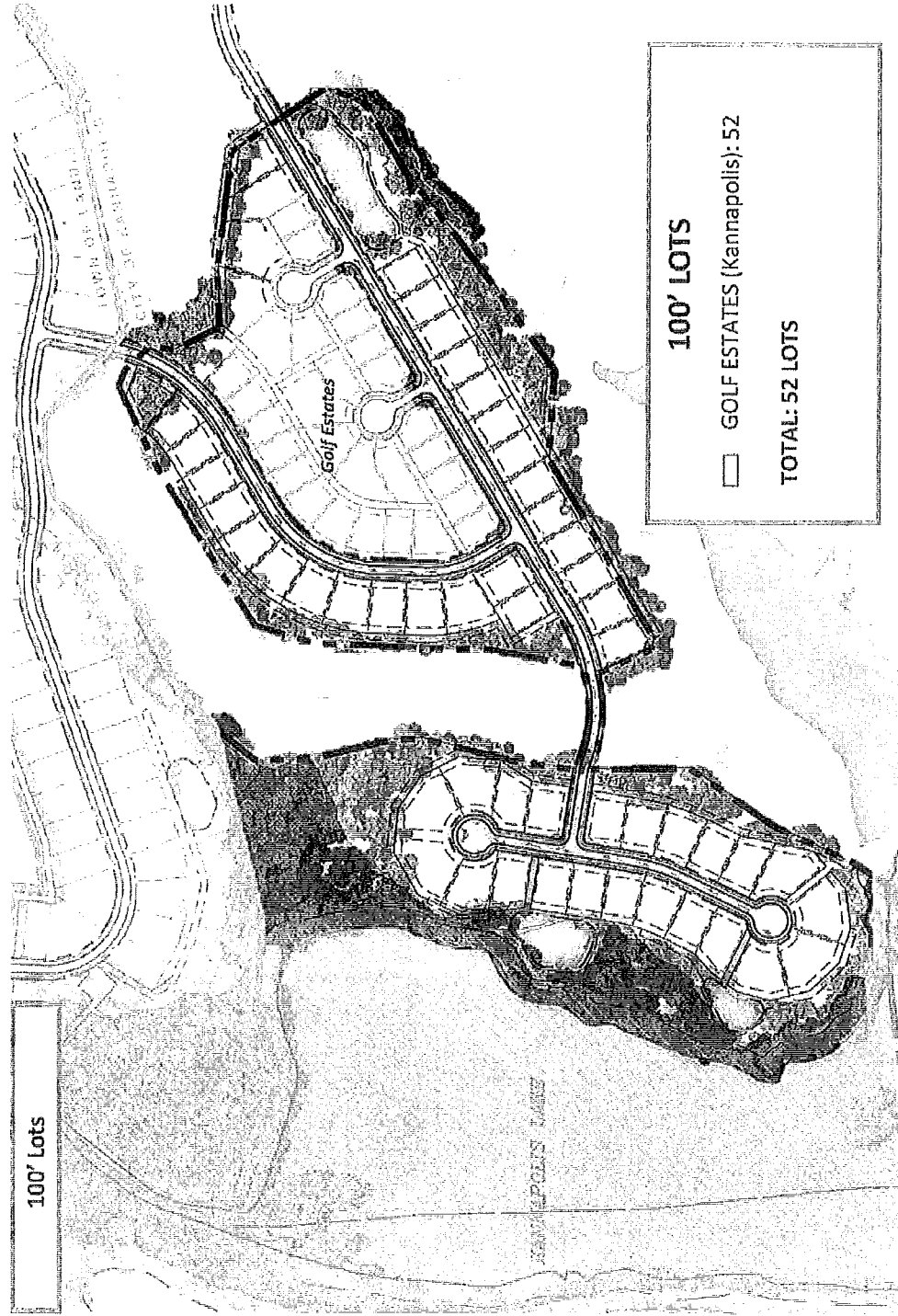
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



Disclaimer - Please note that the layout and number of lots presented herein are subject to modification at the developer's discretion.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS (G.S. 47-30)



Introduction

GOLF & LAKE LOTS

ARCHITECTURAL STANDARDS

100' SUMMARY



Masonry

- 100' wide lots, except those identified on the map (pg. 21), will have four-sided masonry homes. However, certain features of the home, such as gables, dormers, and porches, may be incorporated as non-masonry. The identified lots on the map will follow the conditions for "General Architecture Standards."
- Brick wrapped foundation (4-sides).
- No slab foundations:
 - Foundations will be stem walls, crawli, basement with brick wrap only.

100' Wide Lots

90' Wide Lots

Gable/Dormer

- There will be a minimum of one (1) gable/dormer on 75% of the rear elevations, while the remaining 25% may not include any on the rear elevations.

70'-80' Wide Lots

Architectural Columns

- The architectural columns on the rear patio will match those on the front elevation.

Integrated Patio

- The rear covered patio will be integrated into home (not affixed to flat rear) on 75% of homes, the remaining 25% can include patios affixed to the rear of the house.

52'-65' Wide Lots

Windows

- The window gridding will match the front elevation on all four sides of the home.

Additional

Masonry

- At Least 70% of the front elevation widths will have masonry at least 1-story tall.

Siding

- No vinyl siding will be used.

Front Porch

- The front porch will be a minimum 6' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home, while the other 50% can have porches equal to less than 25% of the width of the house.

Garage Orientation

- At least 35% of all 2-car garages will be side-loaded or courtyard-loaded, while the remaining 65% may be front-loaded.
- At least 50% of any single car front load garage will include upgraded garage door hardware, while the other 50% can include non-upgraded hardware.

Windows

- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).

GOLF & LAKE LOTS

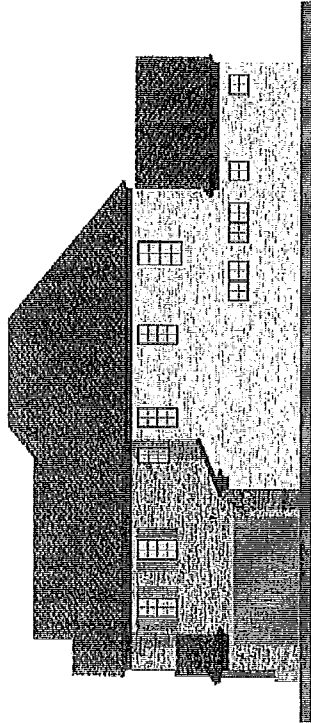
CARAGE ORIENTATION PATIO CABLE & COLUMNS MAP

Introduction

Masonry

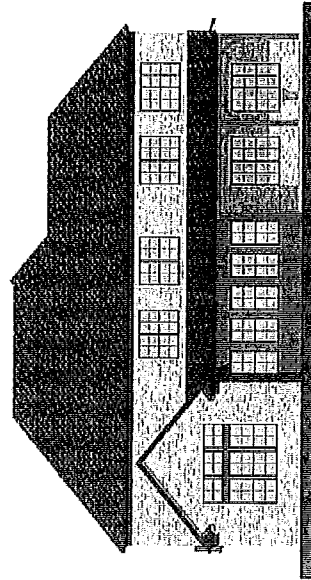
- 100' wide lots, except those identified on the map (pg. 21), will have four-sided masonry homes. However, certain features of the home, such as gables, dormers, and porches, may be incorporated as non-masonry. The identified lots on the map will follow the conditions for "General Architecture Standards."

100' Wide Lots



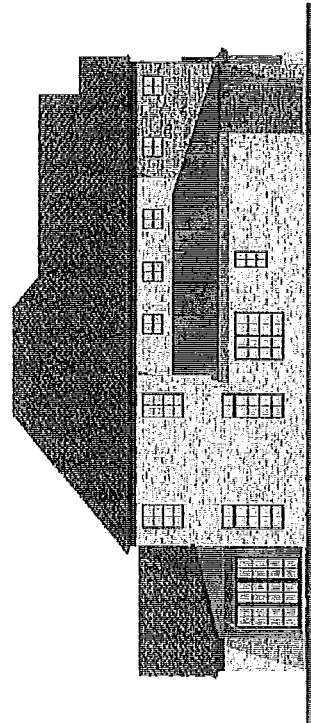
Full Side Masonry Illustration
(Porch is non-masonry)

90' Wide Lots



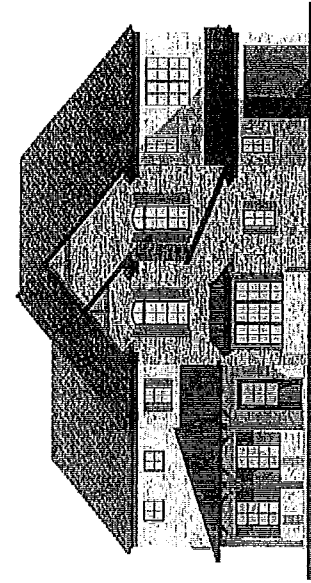
Full Rear Masonry Illustration
(Porch is non-masonry)

70'-80' Wide Lots



Full Side Masonry Illustration
(Porch is non-masonry)

52'-65' Wide Lots



Full Front Masonry Illustration

Additional

GOLF & LAKE LOTS

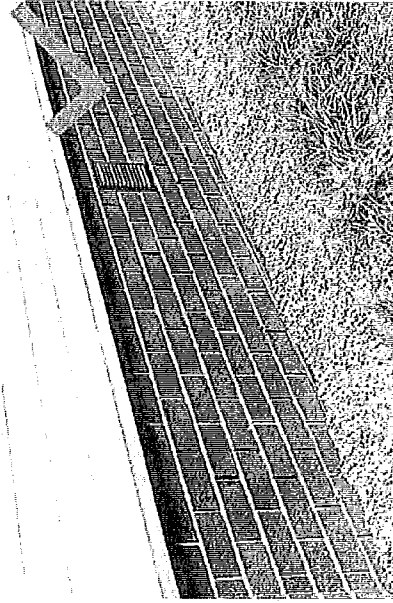
GARAGE ORIENTATION PATIO CABLE & COLUMNS MAP

Introduction

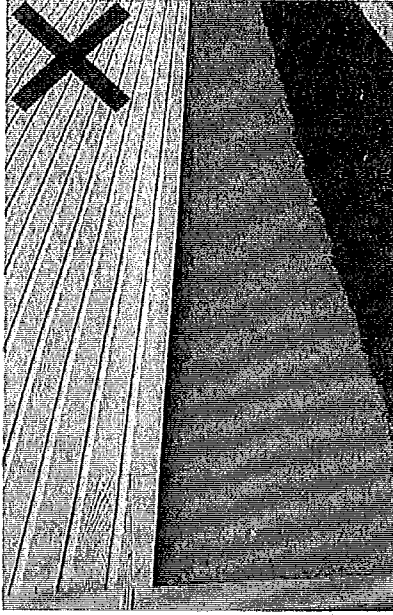
Masonry

- Brick wrapped foundation (4-sides).
- No exposed slab foundations:
 - Foundations will be stem walls with a minimum of 10" above grade, crawls, or a basement with masonry/brick wrap only.

Masonry Wrapped Foundation Illustration



Exposed Foundation Illustration



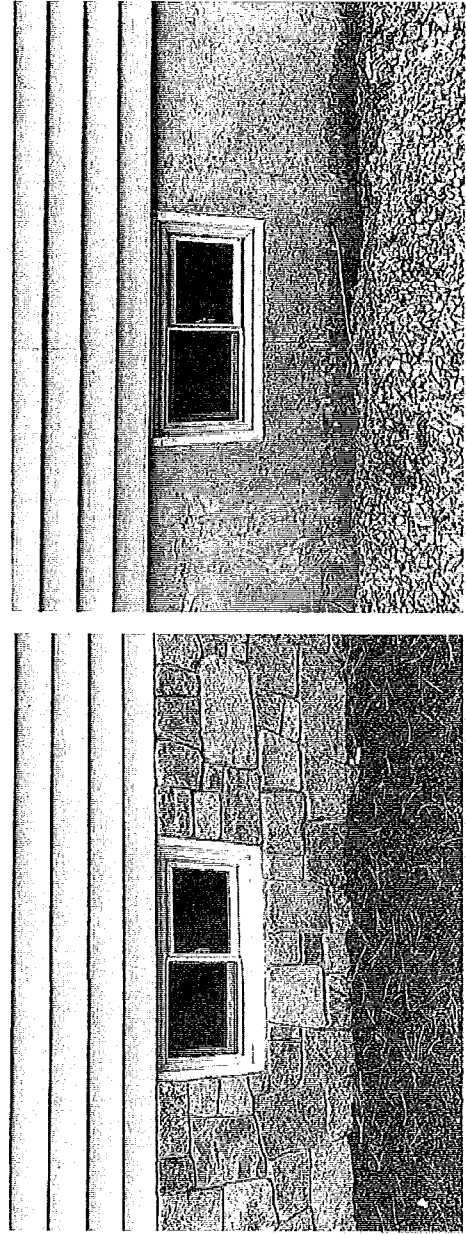
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional





GOLF & LAKE LOTS

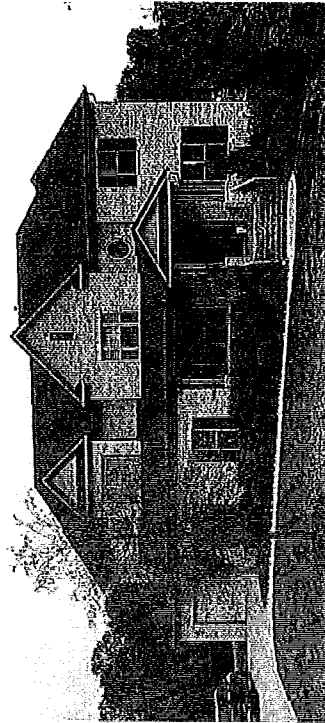
GARAGE ORIENTATION PATIO CABLE & COLUMNS MAP

Introduction

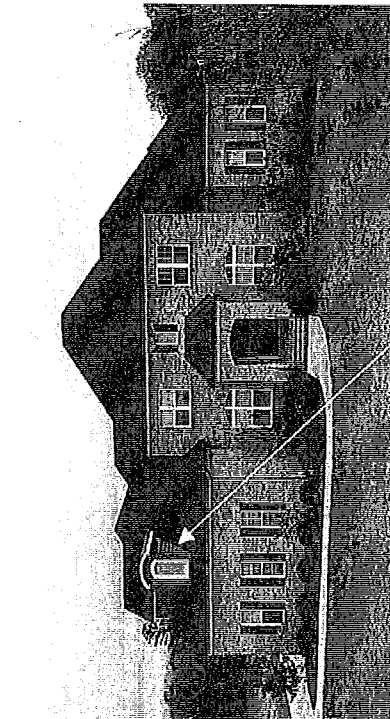
Product Type Examples



100' Wide Lots



90' Wide Lots



70'-80' Wide Lots

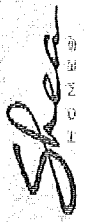


52'-65' Wide Lots

Full Masonry Illustration
(Dormer is non-masonry)

Full Masonry Illustration
(Gable is non-masonry)

Additional



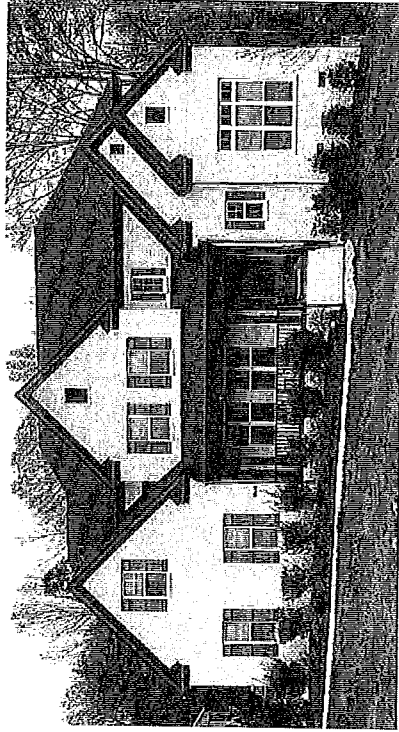
GOLF & LAKE LOTS

CARAGE ORIENTATION PATIO GABLE & COLUMNS MAP

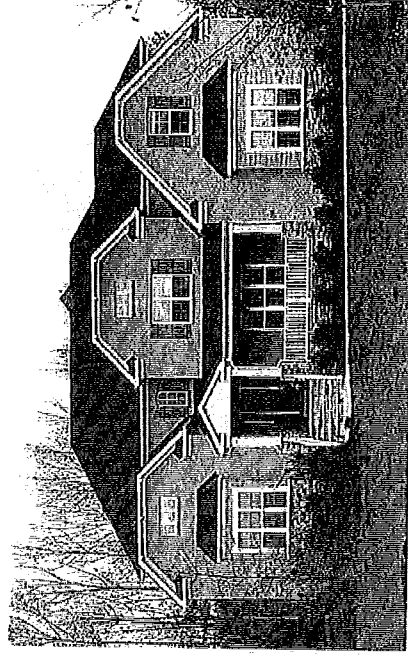
Introduction

Product Type Examples

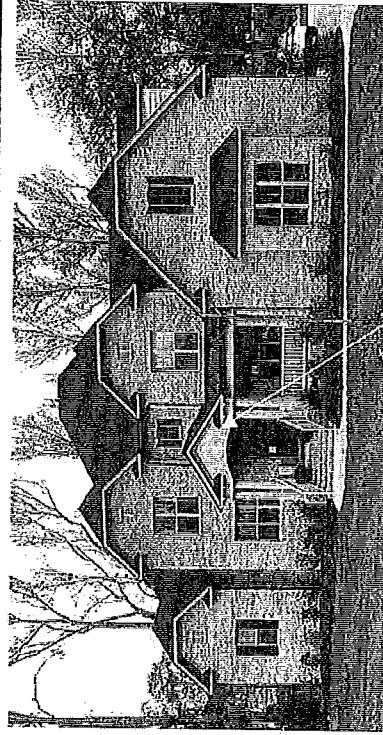
100' Wide Lots



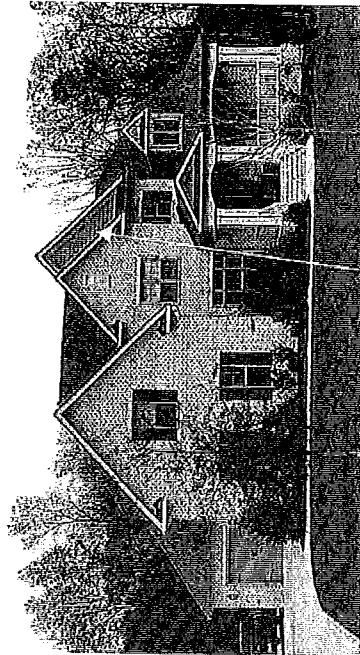
90' Wide Lots



70'-80' Wide Lots



52'-65' Wide Lots



Additional

Full Masonry Illustration
(Gable is non-masonry)

Full Masonry Illustration
(Gable is non-masonry)

Introduction

100' Wide Lots

90' Wide Lots

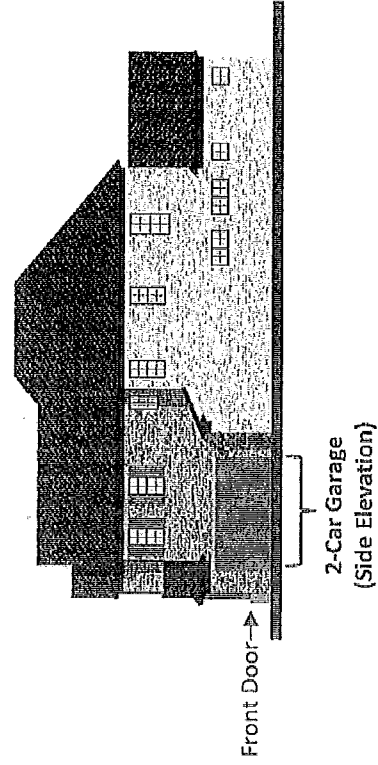
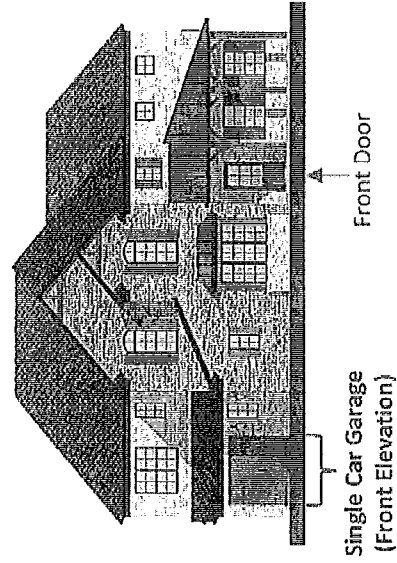
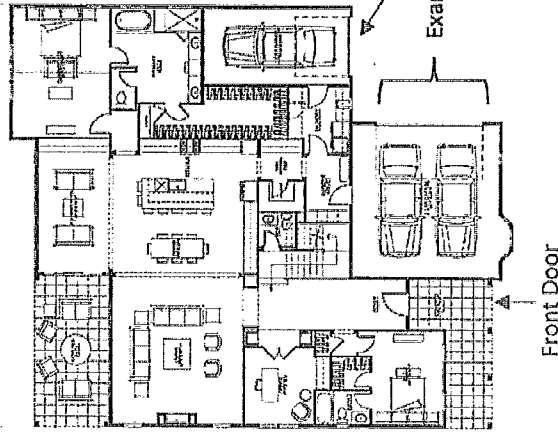
70'-80' Wide Lots

52'-65' Wide Lots

Additional

Garage Orientation

- At least 35% of all 2-car garages will be side-loaded or courtyard-loaded, while the remaining 65% may be front-loaded.
- At least 50% of any single car front load garage will include upgraded garage door hardware.
 - Hardware examples shown on the following page.



GOLF & LAKE LOTS

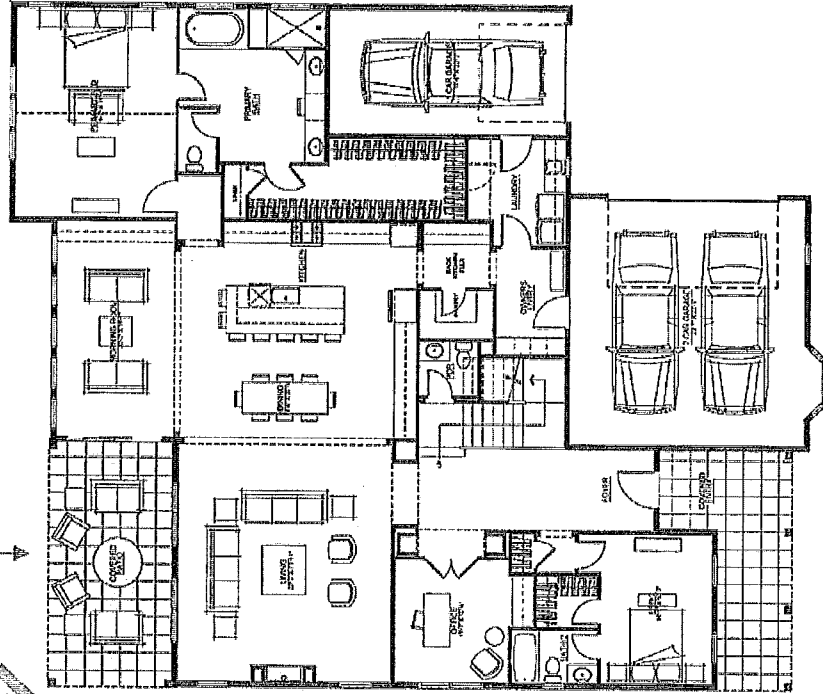
MASONRY GARAGE ORIENTATION CABLE & COLUMNS MAP

Introduction

Integrated Patio

- The rear covered patio will be integrated into home (not attached to flat rear) on 75% of homes.

100' Wide Lots



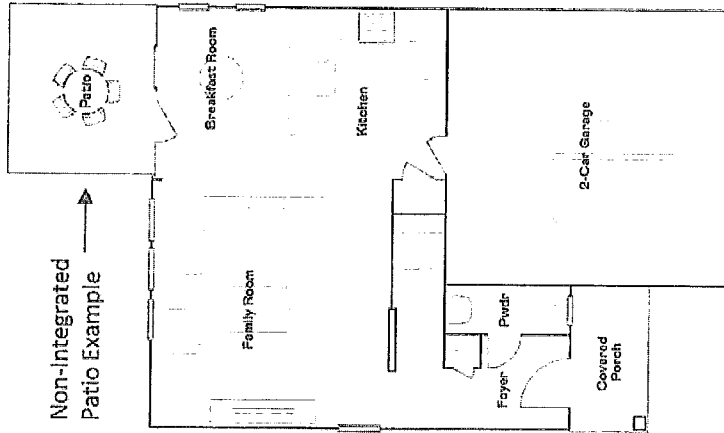
90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional

Non-Integrated
Patio Example



Introduction

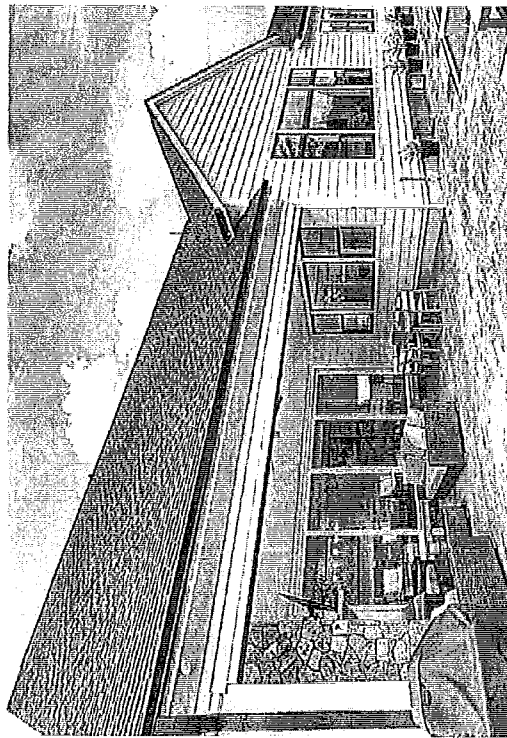
Integrated Patio

- The rear covered patio will be integrated into home (not affixed to flat rear of house) on 75% of homes.

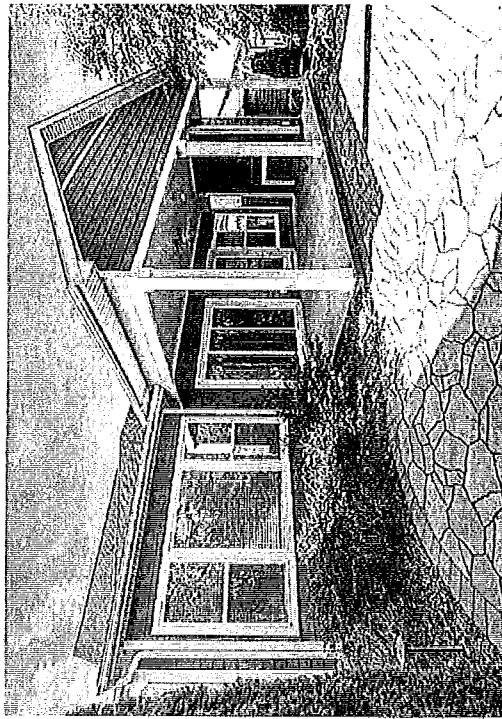
Non-Integrated Patio

- Example showing non-integrated patio

100' Wide Lots



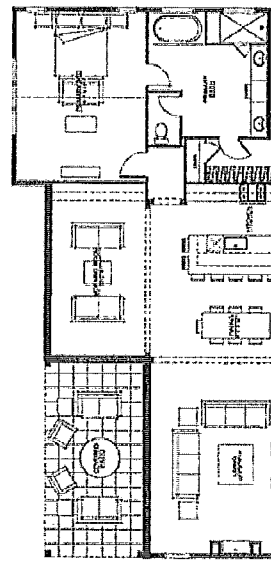
90' Wide Lots



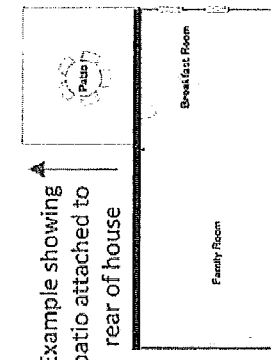
70'-80' Wide Lots



52'-65' Wide Lots



Example showing patio integrated into home



Example showing patio attached to rear of house

Additional

GOLF & LAKE LOTS

MASONRY GARAGE ORIENTATION PATIO

Introduction

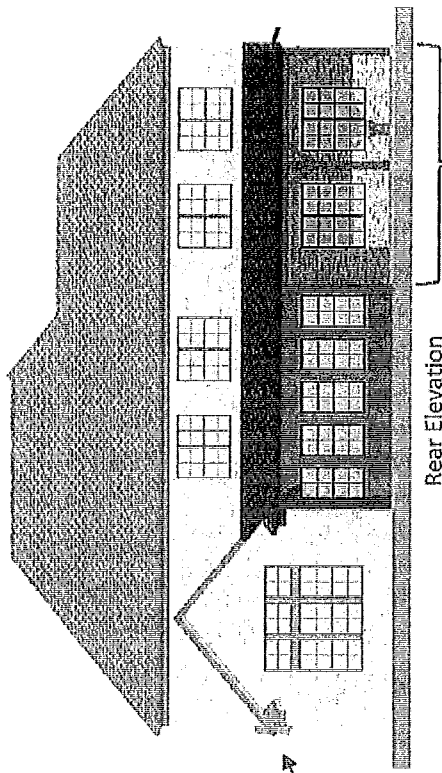
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

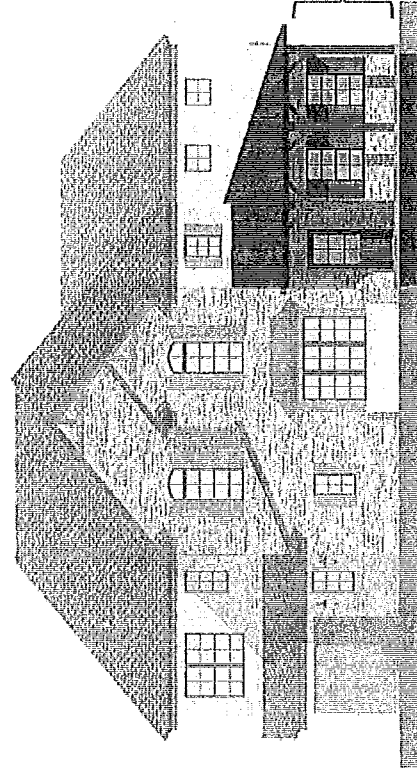
Additional



Gable/Dormer

- Minimum of 1 gable/dormer on 75% of the rear elevations.

Rear Elevation



Front Elevation

Columns

- The architectural columns on the rear patio will match those on the front elevation.

GOLF & LAKE LOTS

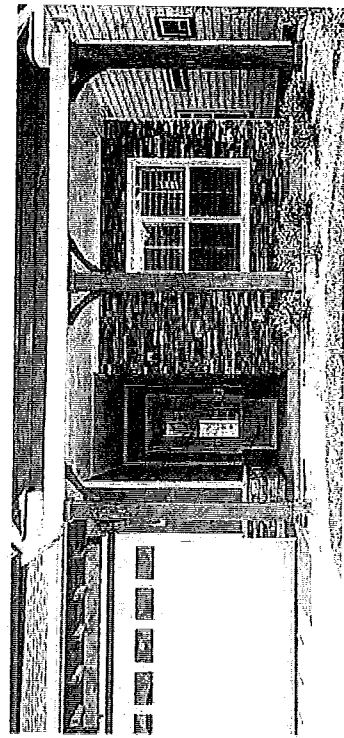
MASONRY GARAGE ORIENTATION PATIO

MAP

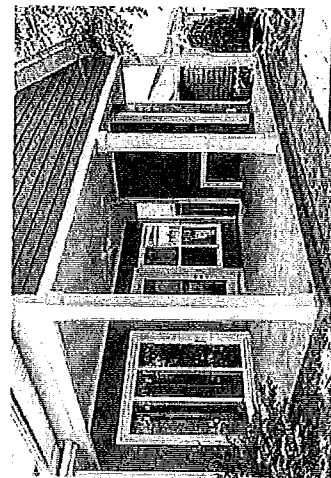
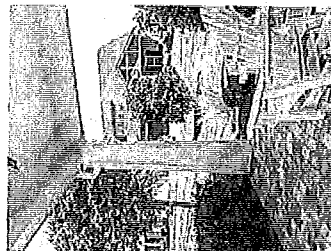
Introduction



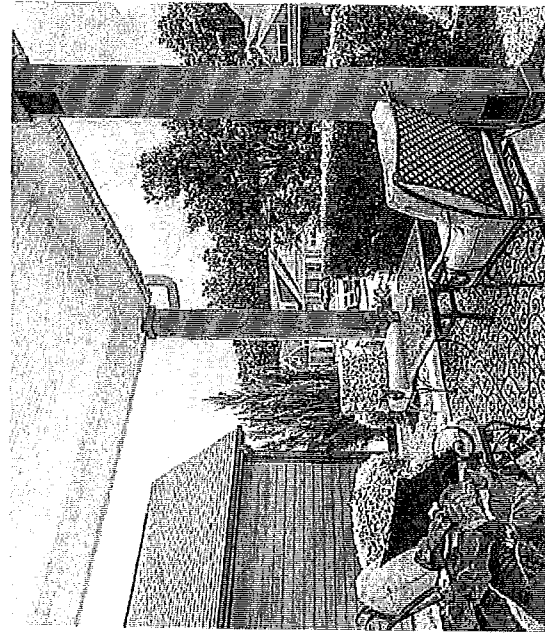
100' Wide Lots



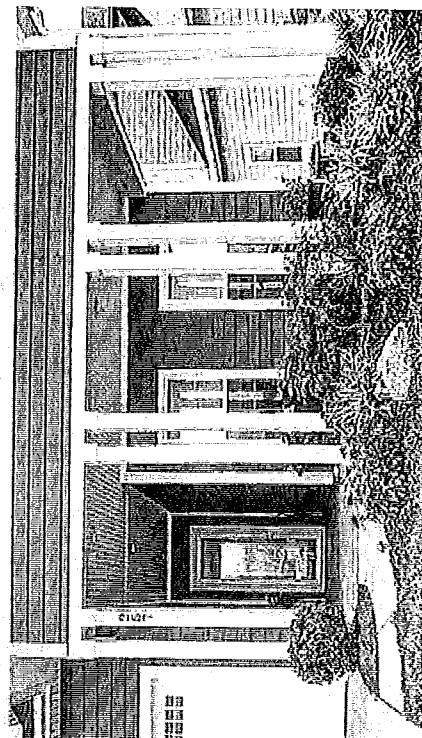
90' Wide Lots



70'-80' Wide Lots



52'-65' Wide Lots



Additional

GOLF & LAKE LOTS

MASONRY GARAGE ORIENTATION PATIO GABLE & COLUMNS

Introduction

100' Golf & Lake Lots

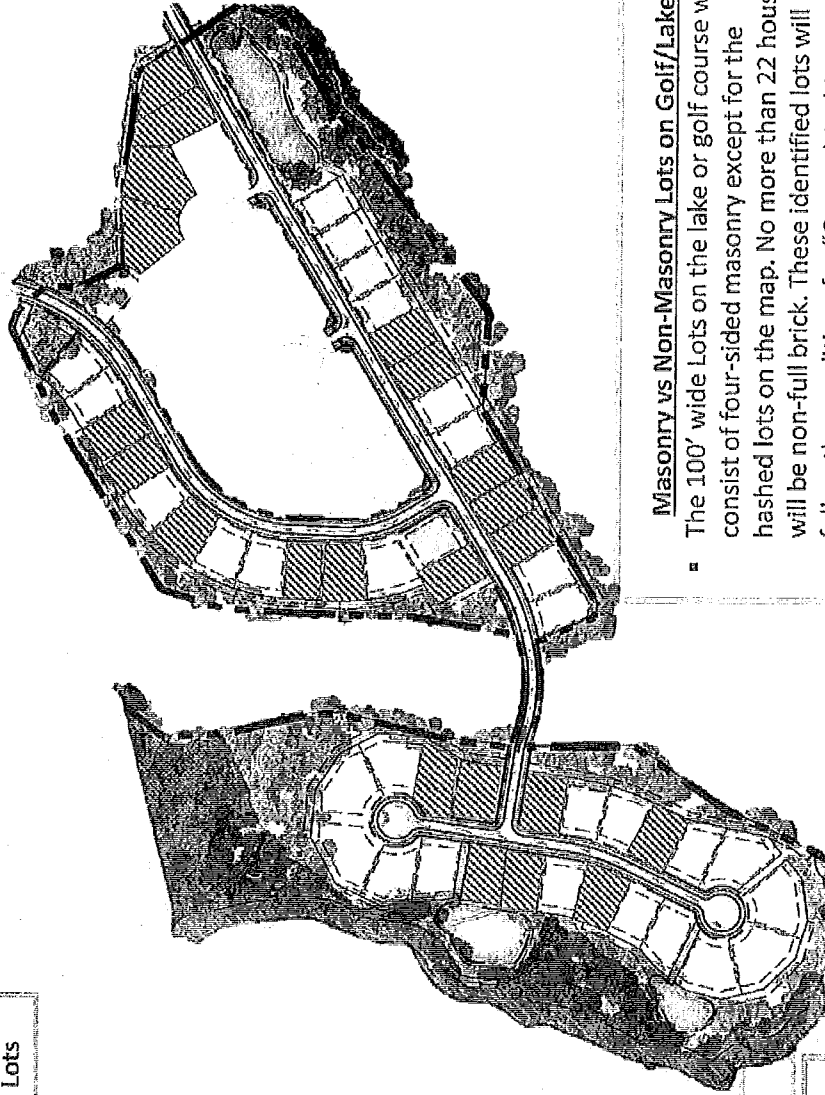
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



Map Markers

- ☐ 4-Sided Masonry
- ☒ Non-4-Sided Masonry
- ☐ Non-Lake/Golf Lots

Masonry vs Non-Masonry Lots on Golf/Lake

The 100' wide Lots on the lake or golf course will consist of four-sided masonry except for the hashed lots on the map. No more than 22 houses will be non-full brick. These identified lots will follow the conditions for "General Architecture Standards."

Disclaimer - The identified lots on the Golf & Lake designated for non-full brick construction will be limited to a maximum of 22. The locations and specifications of these lots are approximate and may be revised as development progresses.

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GENERAL ARCHITECTURAL STANDARDS

GARAGE ORIENTATION PORCH WINDOWS

Introduction

Masonry

- At Least 70% of the front elevation widths will have masonry at least 1-story tall.
- No vinyl siding will be used.

Example Illustrating 66% Front Elevation Masonry on 1st Floor.

Garage Wall: 23' wide x 11'tall = 253' - (8 x 8) = 189'

Center House: 25' wide x 11'tall = 275'

Entire 1st Floor: 64' wide x 11'tall = 704'

$$66\% = \frac{464'}{(704')}$$

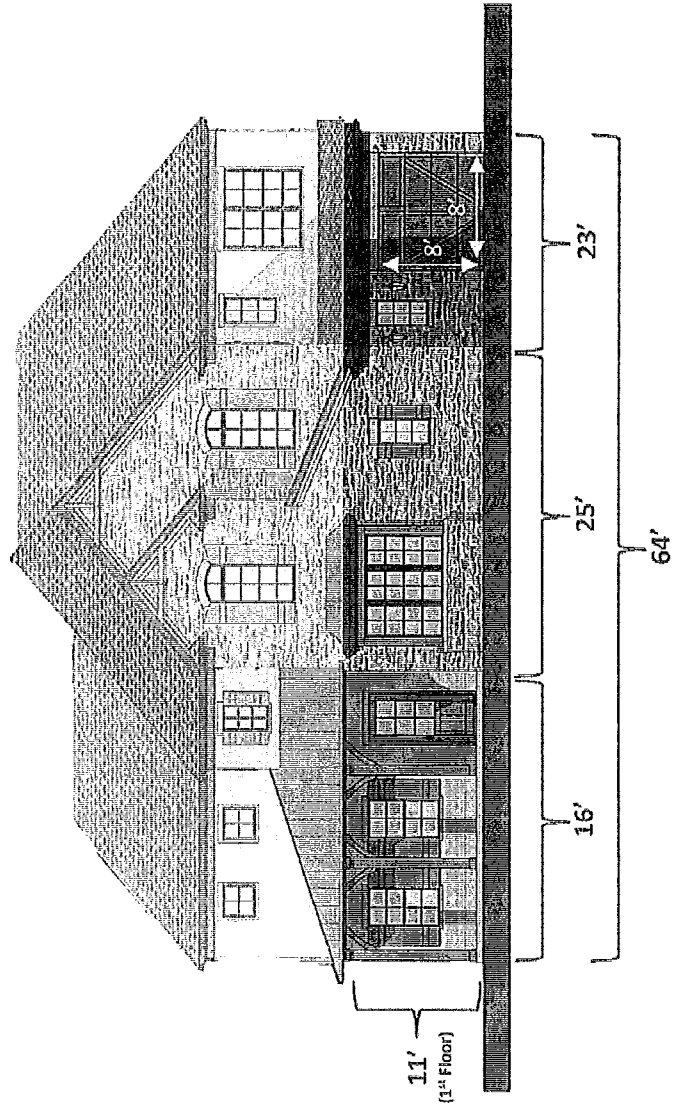
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



GENERAL ARCHITECTURAL STANDARDS

CARAGE ORIENTATION PORCH WINDOWS

Introduction

100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional

Architectural Siding



Architectural Siding, such as Cementitious Siding and James Hardie, are highly durable and long-lasting exterior siding material. Unlike vinyl siding, which can become brittle over time and may require replacement as a result, Architectural Siding is made from a specialized fiber cement material that resists warping, sagging, cracking, and melting over time, even in harsh weather conditions. Architectural Siding also offers a wider range of color and texture options compared to vinyl siding, and it can be painted to match any color scheme or architectural style. Overall, Architectural Siding is an excellent choice for homeowners who want a low-maintenance, high-performance exterior siding solution.



Example of Vinyl Siding

GENERAL ARCHITECTURAL STANDARDS

MASONRY PORCH WINDOWS

Introduction

100' Wide Lots

90' Wide Lots

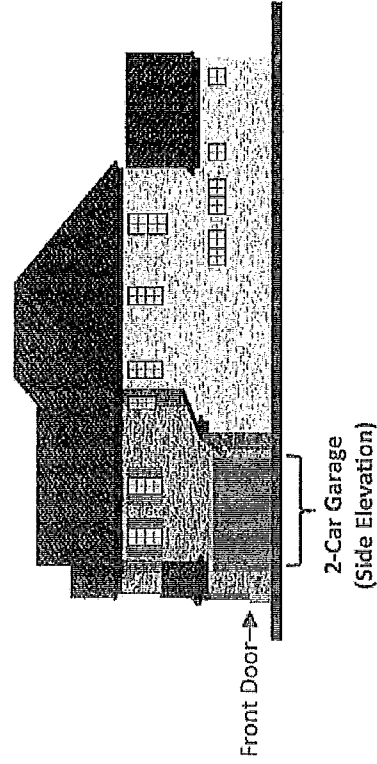
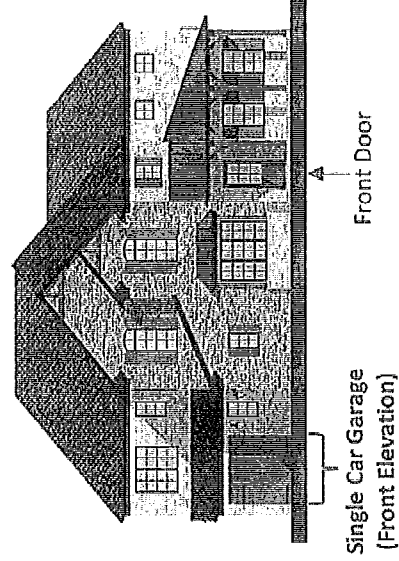
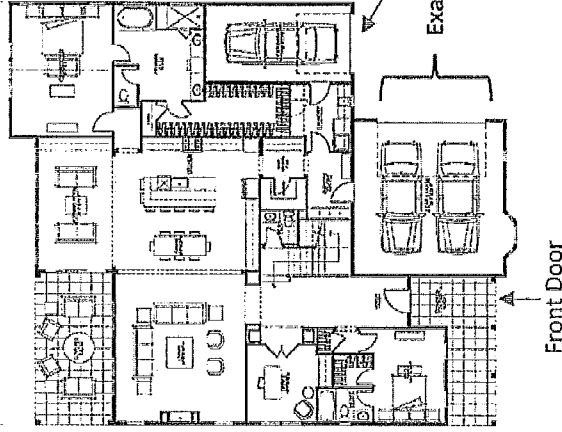
70'-80' Wide Lots

52'-65' Wide Lots

Additional

Garage Orientation

- At least 35% of all 2-car garages will be side loaded or courtyard loaded.
- At least 50% of any single car front load garage will include upgraded garage door hardware.
- Hardware examples shown on the following page.



GENERAL ARCHITECTURAL STANDARDS

MASONRY PORCH WINDOWS

Introduction

100' Wide Lots

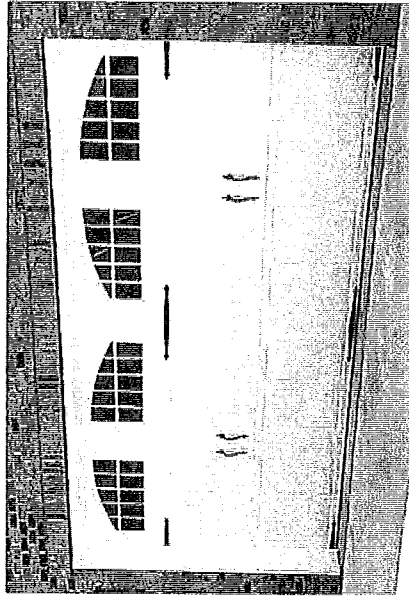
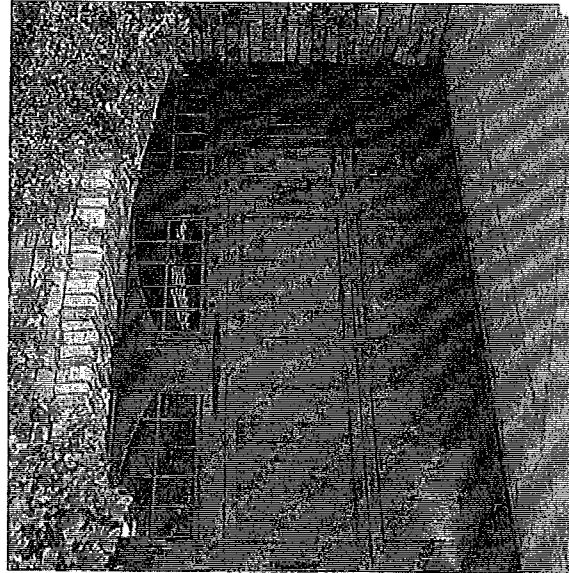
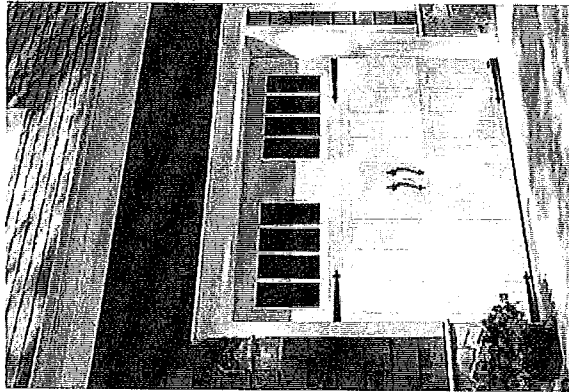
90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional

Garage Door Examples



GENERAL ARCHITECTURAL STANDARDS

MASONRY GARAGE ORIENTATION WINDOWS

Introduction

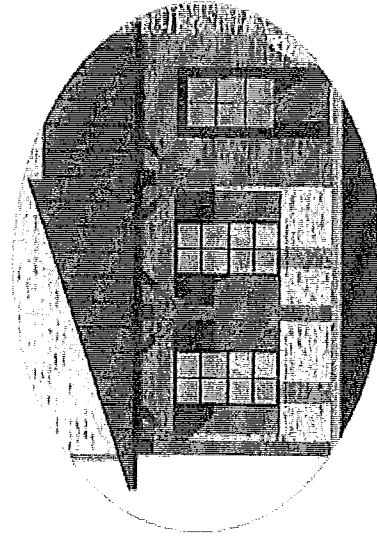
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional

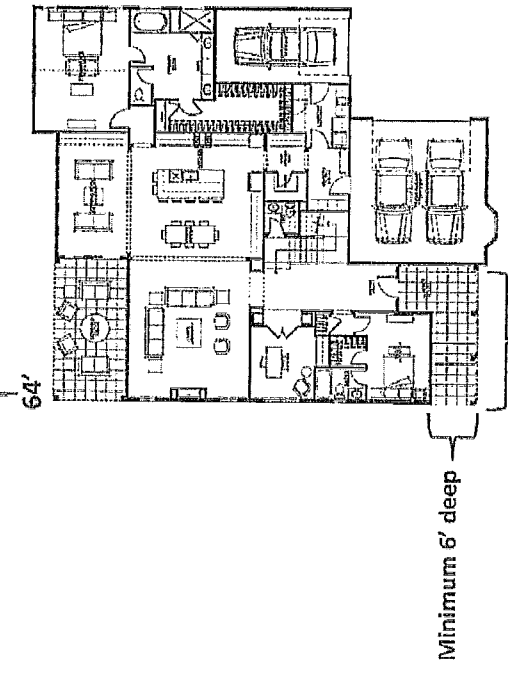
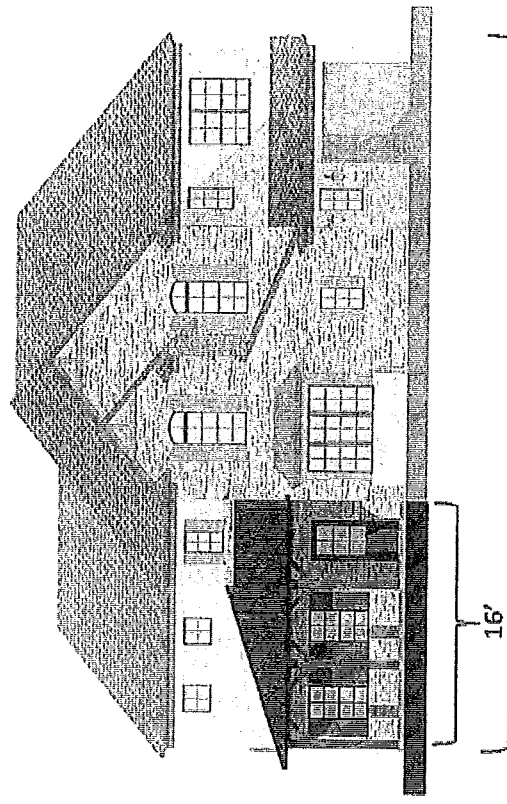


Front Porch

- The front porch will be a minimum 6' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home.

Illustrating 25% front porch coverage

$$25\% = \frac{16'}{64'}$$



Min 25%
Frontal Coverage

GENERAL ARCHITECTURAL STANDARDS

MASONRY GARAGE ORIENTATION

WINDOWS

Introduction

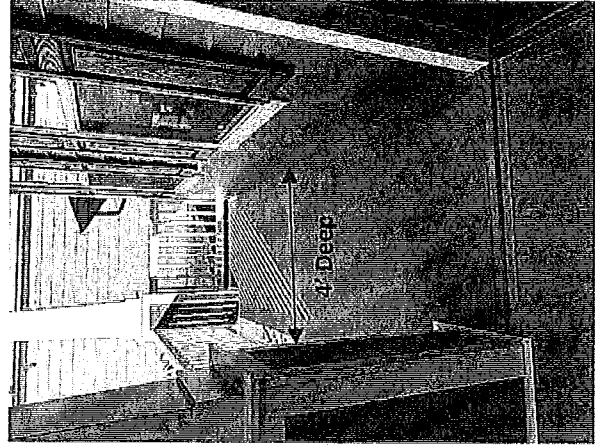
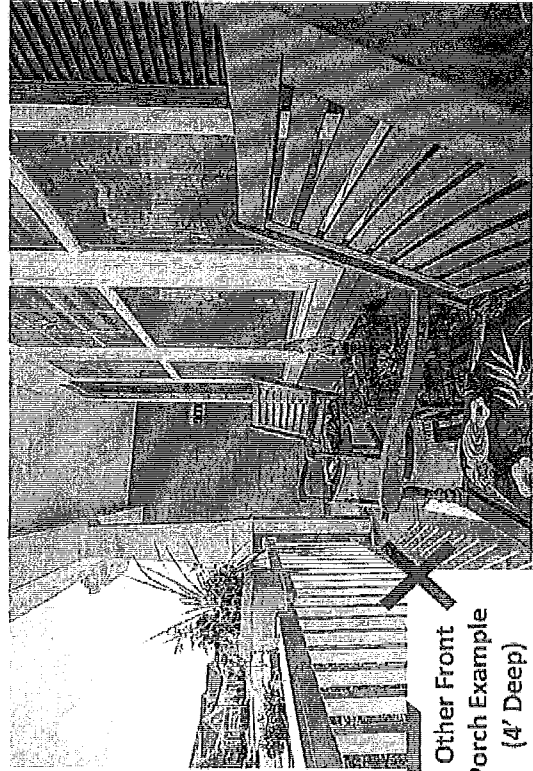
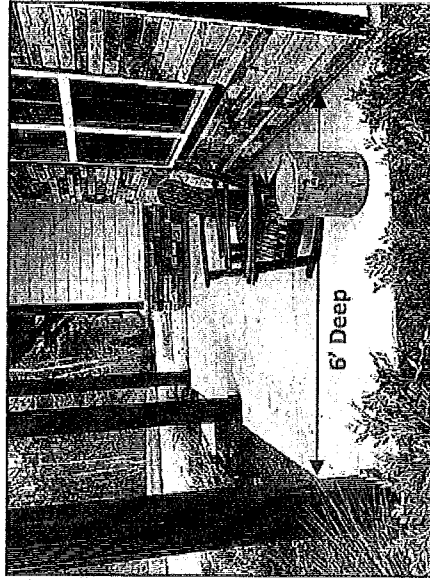
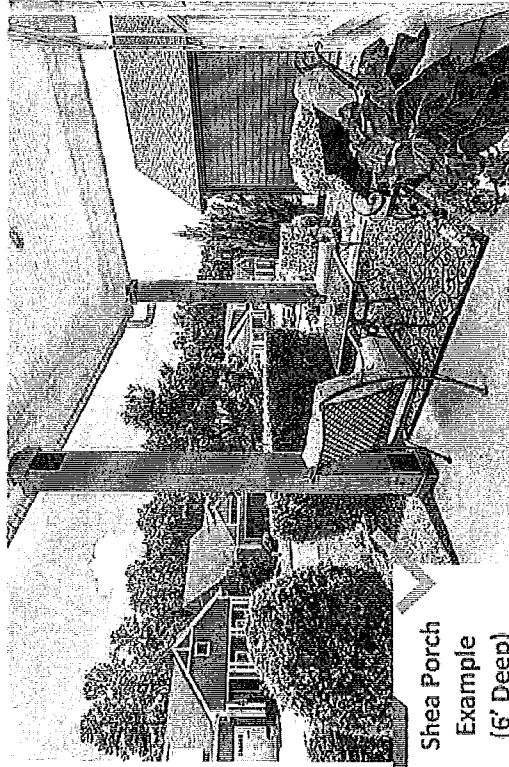
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



GENERAL ARCHITECTURAL STANDARDS

MASONRY GARAGE ORIENTATION PORCH

Introduction

Windows

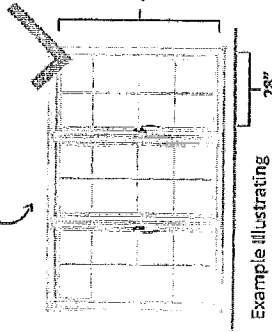
- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).

100' Wide Lots

Without Grid

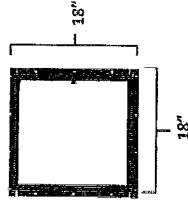


With Grid



Example illustrating appearance of Window Grids.

90' Wide Lots



Example illustrating appearance 18x18 Window Size.

70'-80' Wide Lots

52'-65' Wide Lots



Example: Full Trim wrapped around windows.

Additional

90'
WIDE LOTS
- Architectural Standards

Introduction

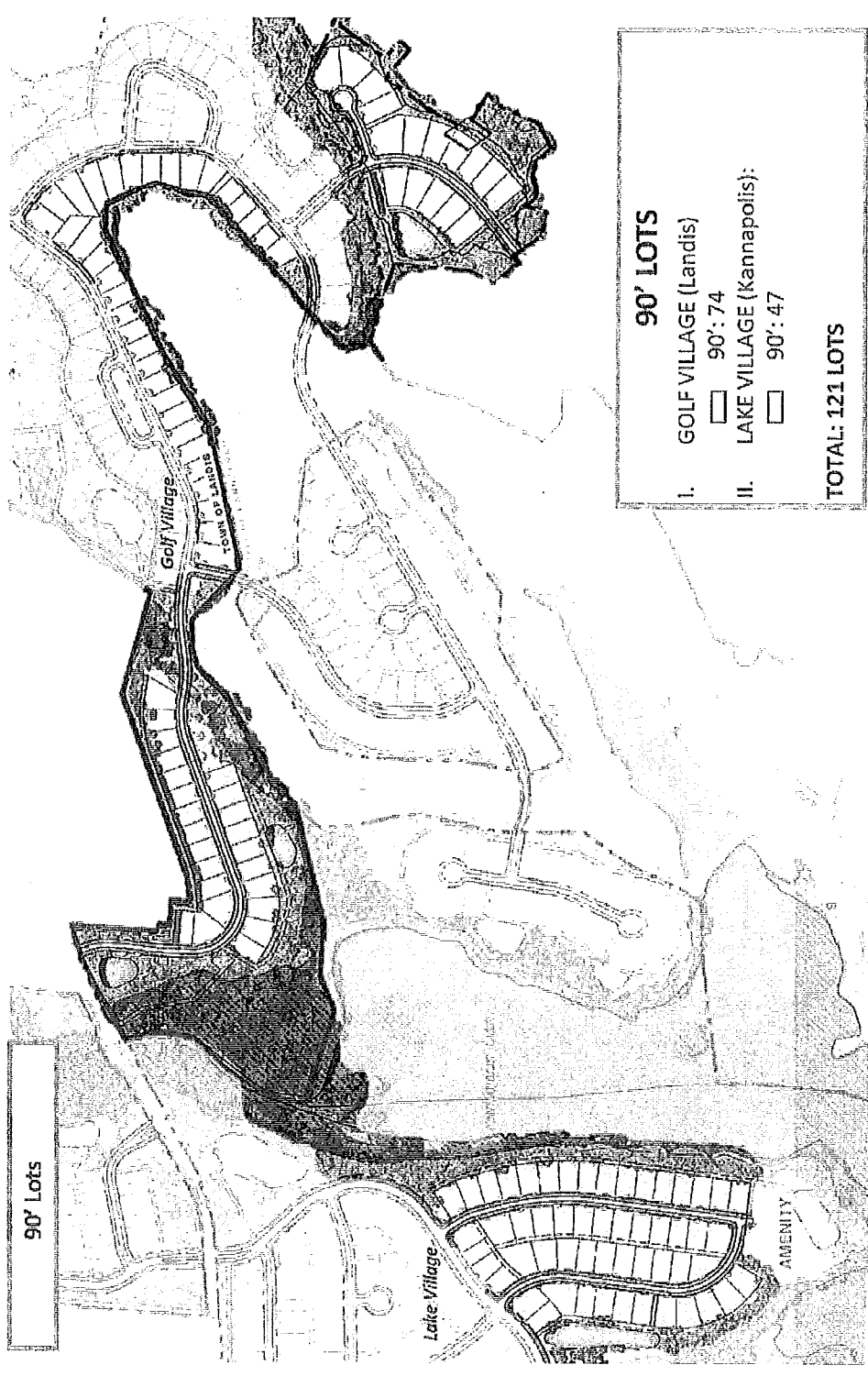
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



90' LOTS

- I. GOLF VILLAGE (Landis)
 - ☐ 90': 74
- II. LAKE VILLAGE (Kannapolis):
 - ☐ 90': 47

TOTAL: 121 LOTS

Disclaimer - Please note that the layout and number of lots presented herein are subject to modification at the developer's discretion.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS (G.S. 47-30)



Introduction

GOLF & LAKE LOTS

90'

SUMMARY



ARCHITECTURAL STANDARDS

Masonry

- 90' wide lots on the lake or golf course, except those identified on the map (pg. 41), will have four-sided masonry homes. However, certain features of the home, such as gables, dormers, and porches, may be incorporated as non-masonry. The identified lots on the map will follow the conditions for "General Architecture Standards."
- Brick wrapped foundation (4-sides).
- No slab foundations:

- Foundations will be stem walls, crawl, basement with brick wrap only.

Gable/Dormer

- There will be a minimum of one (1) gable/dormer on 75% of the rear elevations, while the remaining 25% may not include any on the rear elevations.

Architectural Columns

- The architectural columns on the rear patio will match those on the front elevation.

Integrated Patio

- The rear covered patio will be integrated into home (not affixed to flat rear) on 75% of homes, the remaining 25% can include patios affixed to the rear of the house.

Windows

- The window gridding will match the front elevation on all four sides of the home.

Masonry

- 50% of front elevations will have at least 25% width of house with masonry, at least 1-story tall. The remaining 50% can have less than 25% of the width of the house with masonry.

Siding

- No vinyl siding will be used.

Front Porch

- The front porch will be a minimum 6' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home, while the other 50% can have porches equal to less than 25% of the width of the house.

Garage Orientation

- At least 35% of all 2-car garages will be side-loaded or courtyard-loaded, while the remaining 65% may be front-loaded.
- 75% of garage doors will have upgraded hardware, while the other 25% can include non-upgraded hardware.

Windows

- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).

100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional

GOLF & LAKE LOTS

GARAGE ORIENTATION PATIO GABLE & COLUMNS MAP

Introduction

Masonry

- 90' wide lots on the lake or golf course, except those identified on the map (pg. 40), will have four-sided masonry homes. However, certain features of the home, such as gables, dormers, and porches, may be incorporated as non-masonry. The identified lots on the map will follow the conditions for "General Architecture Standards."

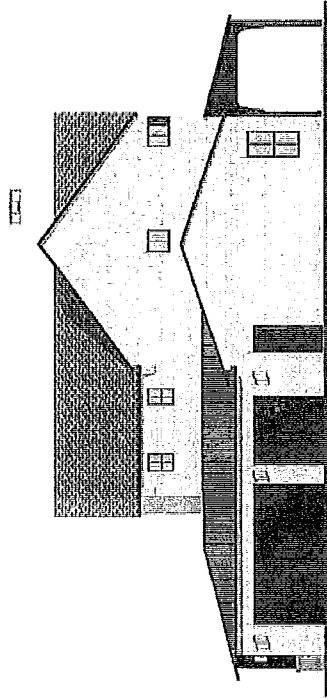
100' Wide Lots

90' Wide Lots

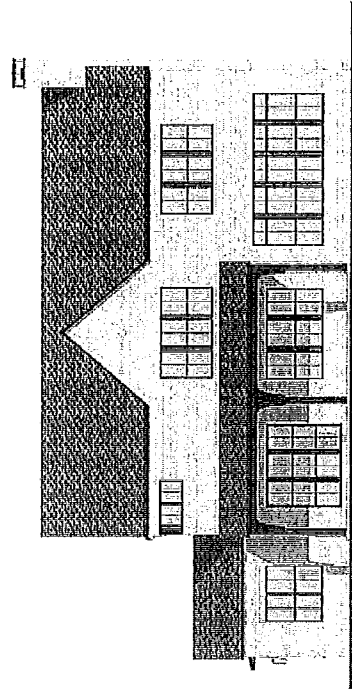
70'-80' Wide Lots

52'-65' Wide Lots

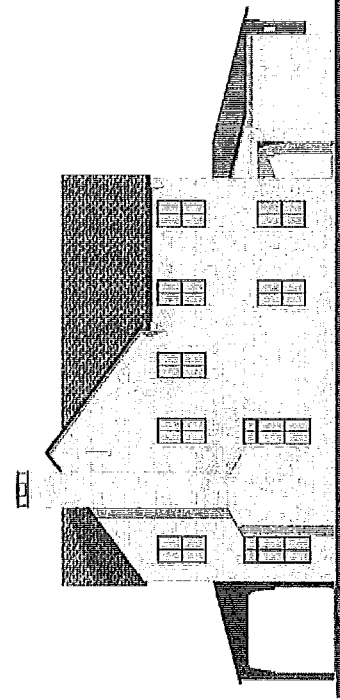
Additional



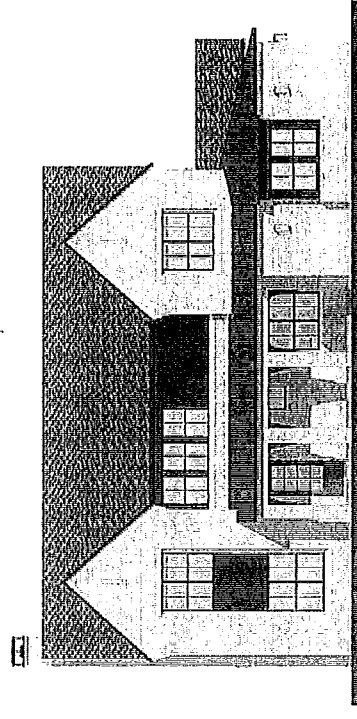
Full Side Masonry Illustration



Full Rear Masonry Illustration



Full Side Masonry Illustration



Full Front Masonry Illustration

GOLF & LAKE LOTS

MAP

CABLE & COLUMNS

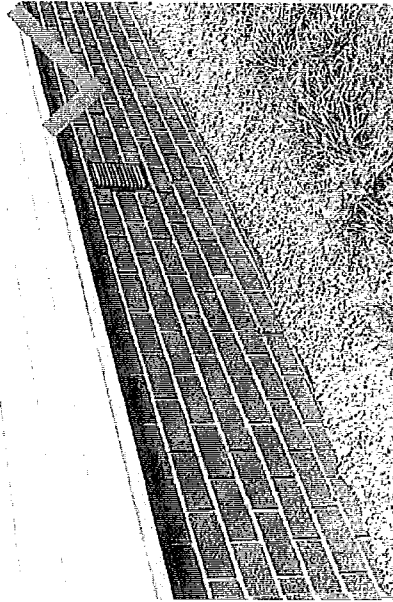
PATIO

GARAGE ORIENTATION

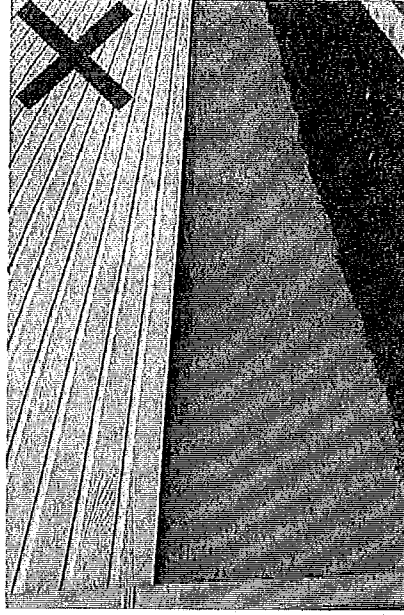
Masonry

- Brick wrapped foundation (4-sides).
- No slab foundations:
 - Foundations will be stem walls with a minimum of 10" above grade, crawls, or a basement with masonry/brick wrap only.

Masonry Wrapped Foundation Illustration



Exposed Foundation Illustration



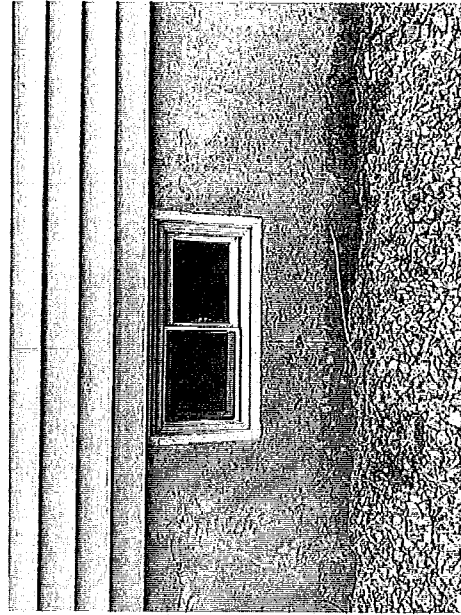
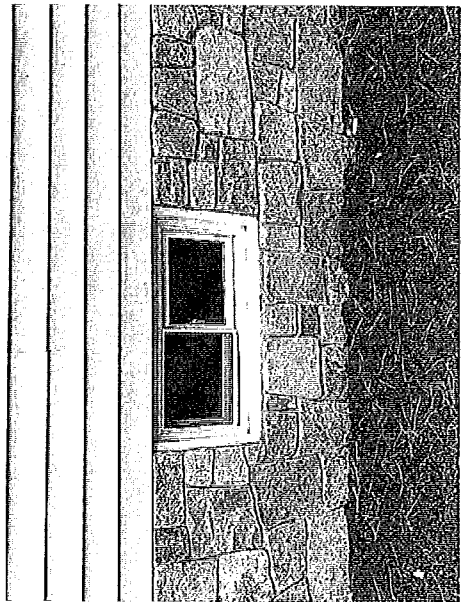
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



GOLF & LAKE LOTS

GARAGE ORIENTATION PATIO CABLE & COLUMNS MAP

Introduction

100' Wide Lots

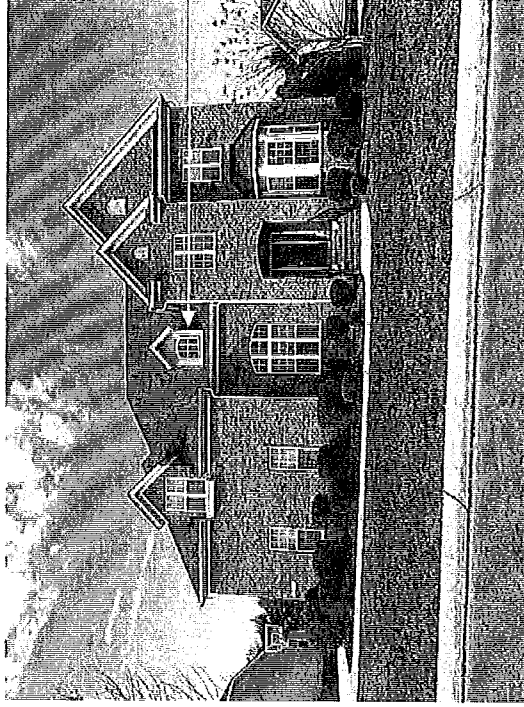
90' Wide Lots

70'-80' Wide Lots

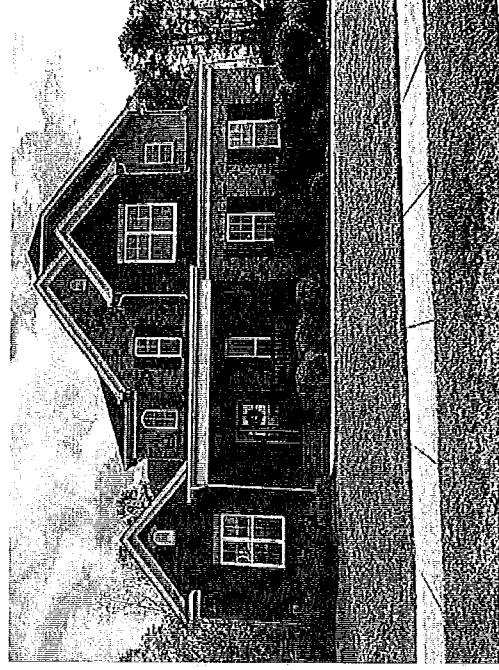
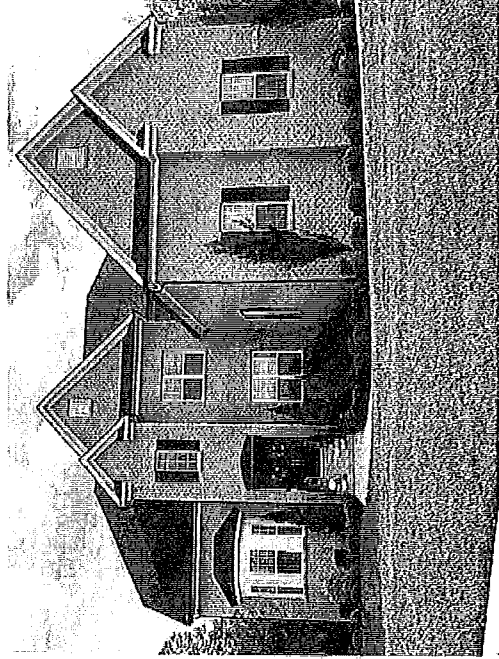
52'-65' Wide Lots

Additional

Product Type Examples



Full Masonry Illustration
(Dormer is non-masonry)



GOLF & LAKE LOTS

MASONRY

PATIO

GABLE & COLUMNS

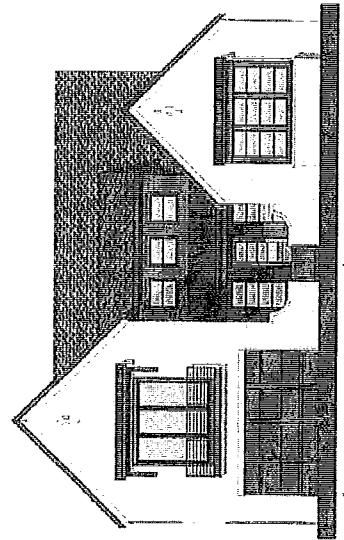
MAP

Introduction

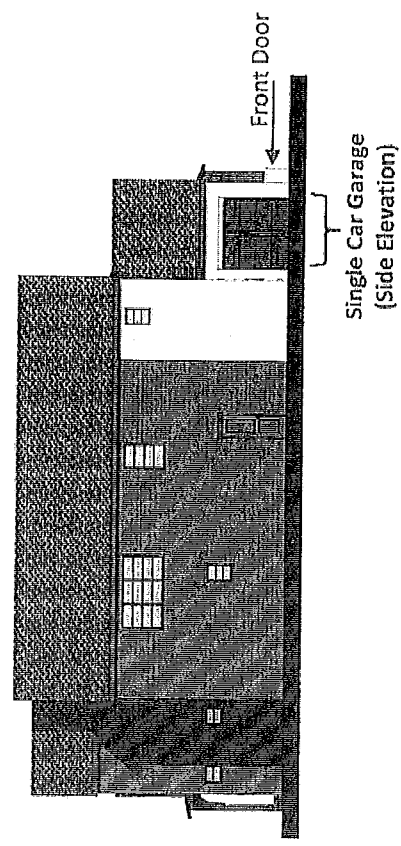
Garage Orientation

- 75% of garage doors will have upgraded hardware.
- Hardware examples shown on the following page.
- At least 35% of all 2-car garages will be side-loaded or courtyard-loaded, while the remaining 65% may be front-loaded.

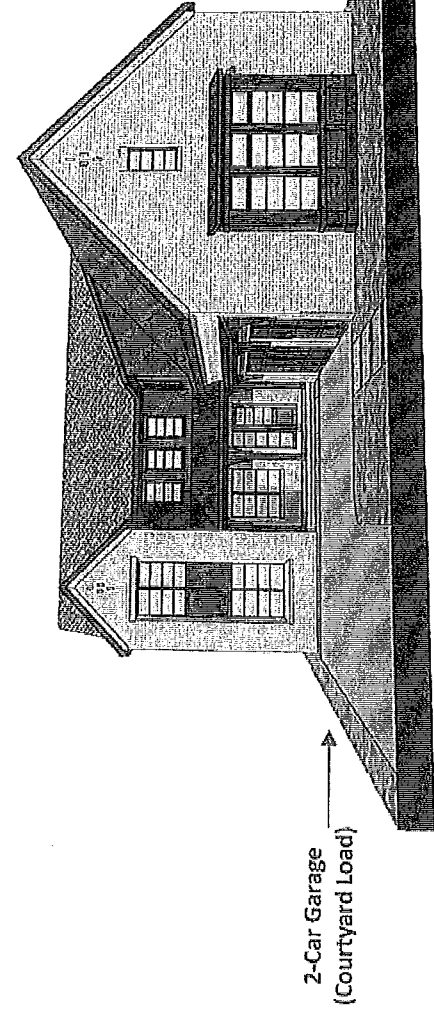
100' Wide Lots



90' Wide Lots



70'-80' Wide Lots



52'-65' Wide Lots

Additional

GOLF & LAKE LOTS

MASONRY

PATIO

GABLE & COLUMNS

MAP

Introduction

100' Wide Lots

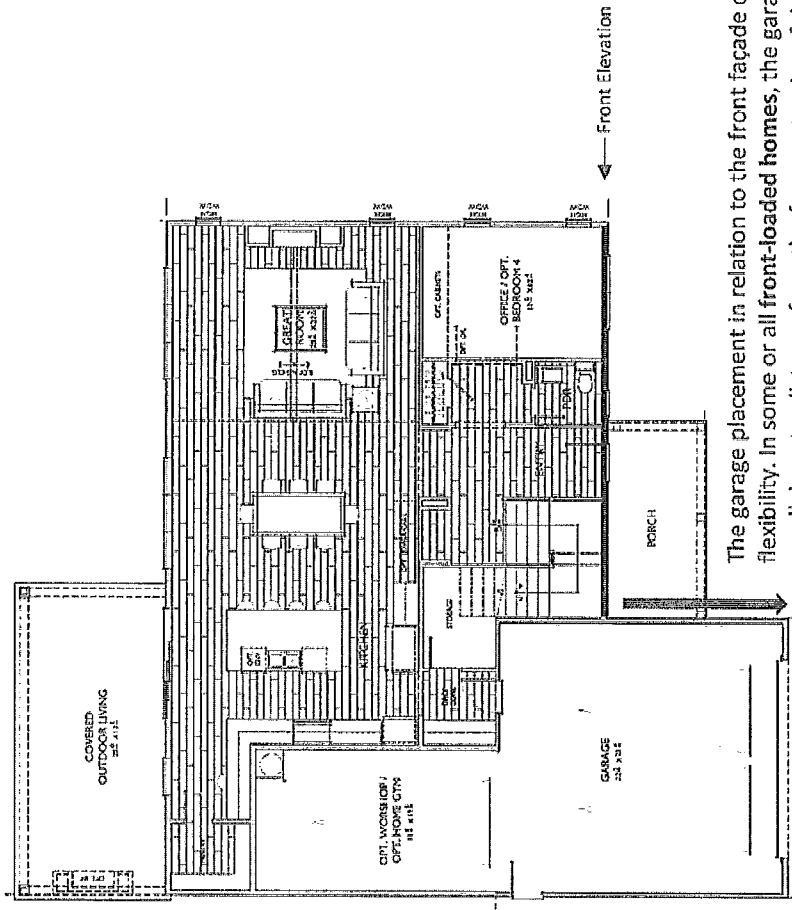
90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional

GARAGE PLACEMENT



The garage placement in relation to the front façade of the homes allows for flexibility. In some or all front-loaded homes, the garage will likely be situated parallel or at a distance from the foremost point of the home's front elevation.

GOLF & LAKE LOTS

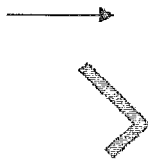
MASONRY GARAGE ORIENTATION GABLE & COLUMNS MAP

Introduction

Integrated Patio

- The rear covered patio will be integrated into home (not attached to flat rear) on 75% of homes.

100' Wide Lots

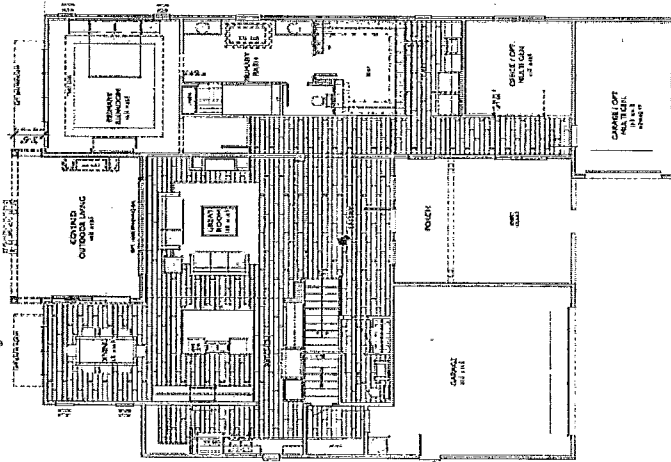


90' Wide Lots

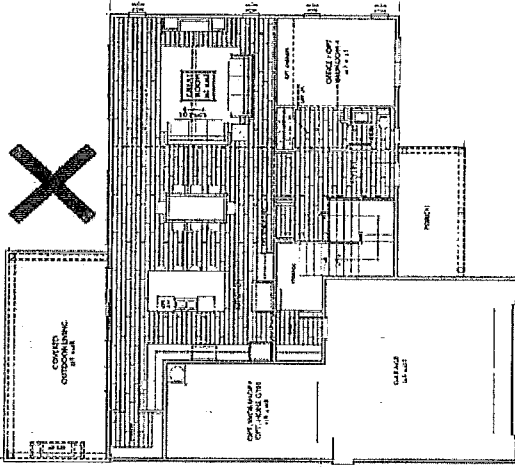
70'-80' Wide Lots

52'-65' Wide Lots

Additional



Non-Integrated
Patio Example



GOLF & LAKE LOTS

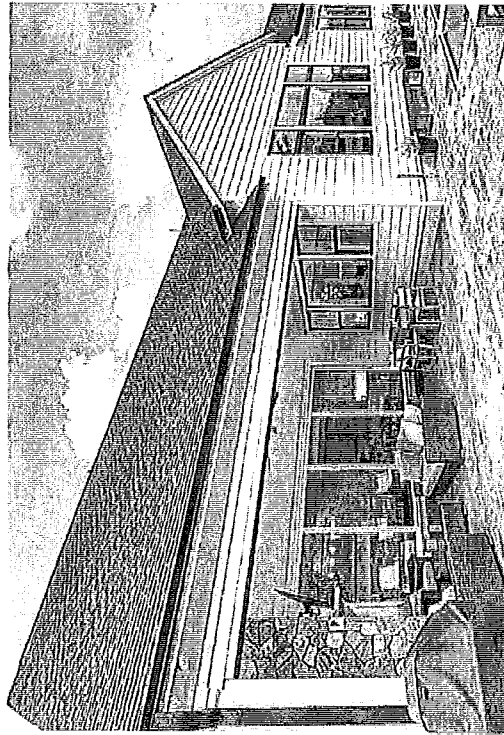
MASONRY GARAGE ORIENTATION MAP

Introduction

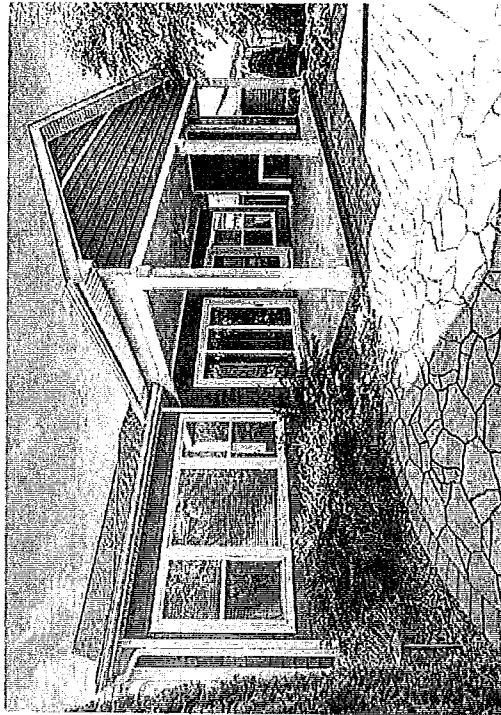
Integrated Patio

- The rear covered patio will be integrated into home (not affixed to flat rear) on 75% of homes.

100' Wide Lots

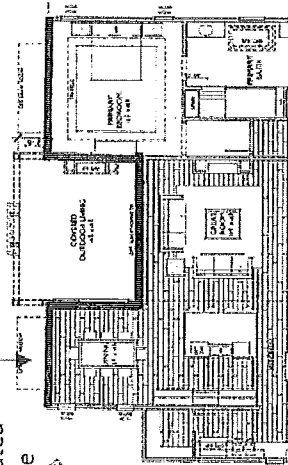


90' Wide Lots



70'-80' Wide Lots

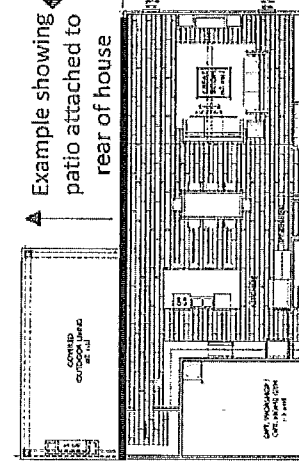
Example showing patio integrated into home



52'-65' Wide Lots

Additional

Example showing patio attached to rear of house



GOLF & LAKE LOTS

MASONRY GARAGE ORIENTATION PATIO MAP

Introduction

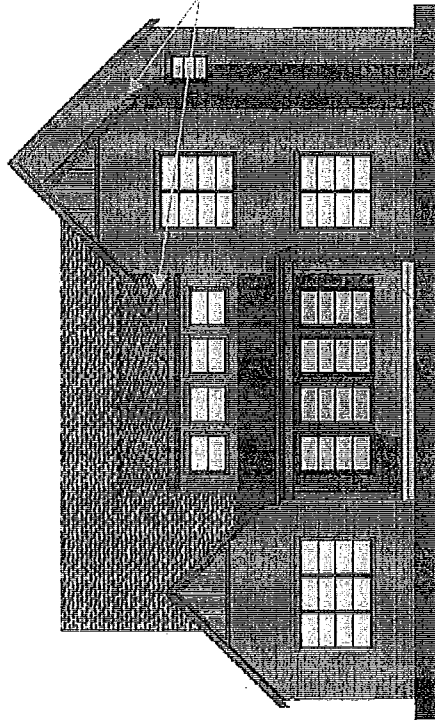
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional

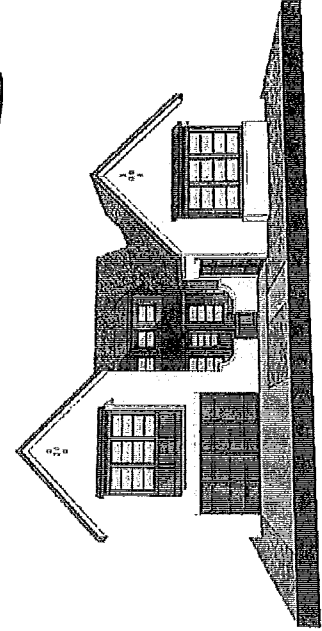
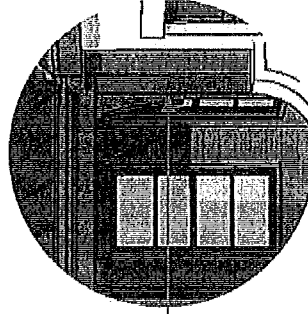


Gable/Dormer

- There will be a minimum of one (1) gable/dormer on 75% of the rear elevations.

Columns

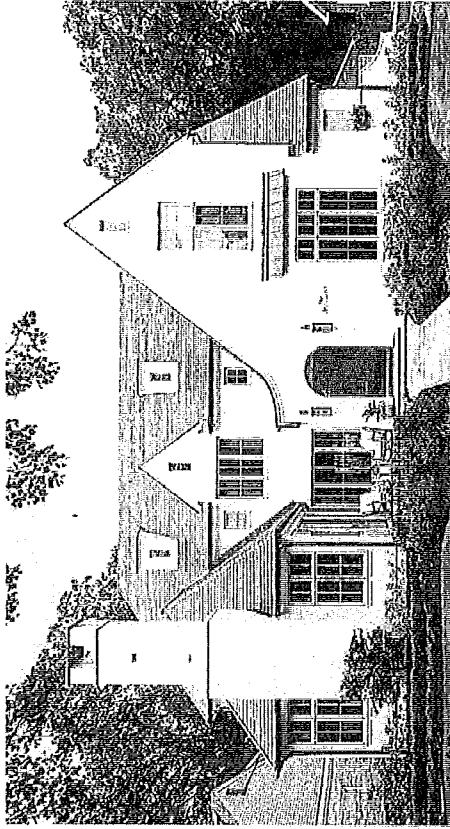
- The architectural columns on the rear patio will match those on the front elevation.



GOLF & LAKE LOTS

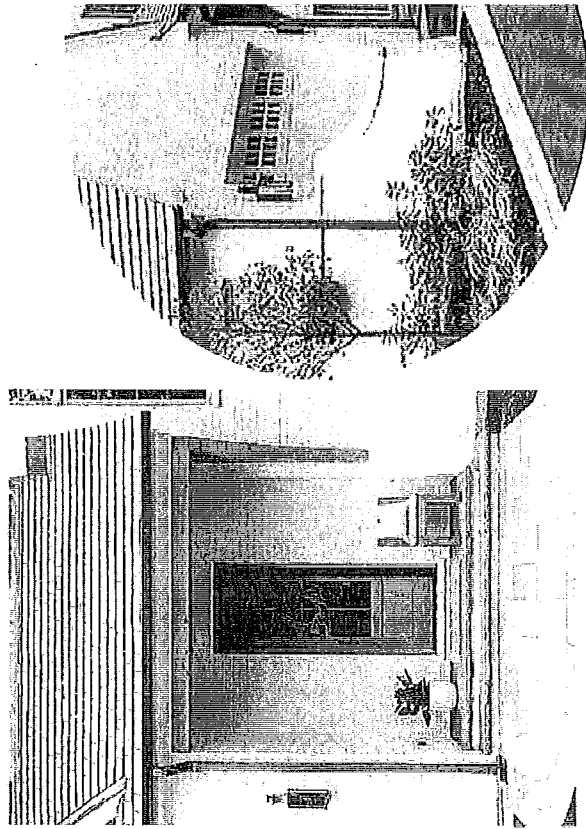
MASONRY GARAGE ORIENTATION PATIO MAP

Introduction



100' Wide Lots

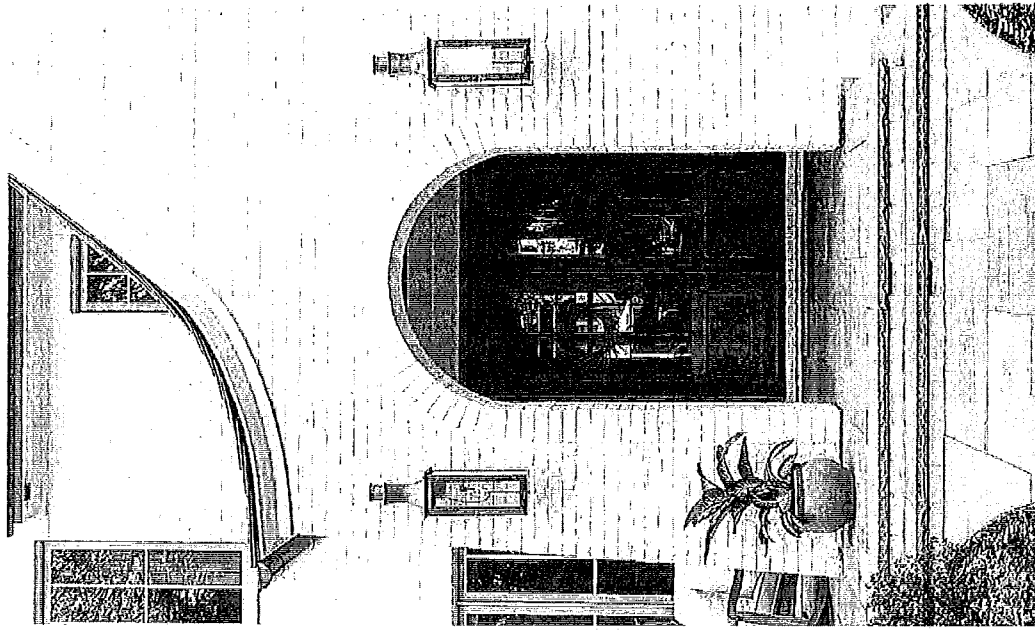
90' Wide Lots



70'-80' Wide Lots

52'-65' Wide Lots

Additional



GOLF & LAKE LOTS

MASONRY GARAGE ORIENTATION PATIO GABLE & COLUMNS

Introduction

90' Golf & Lake Lots

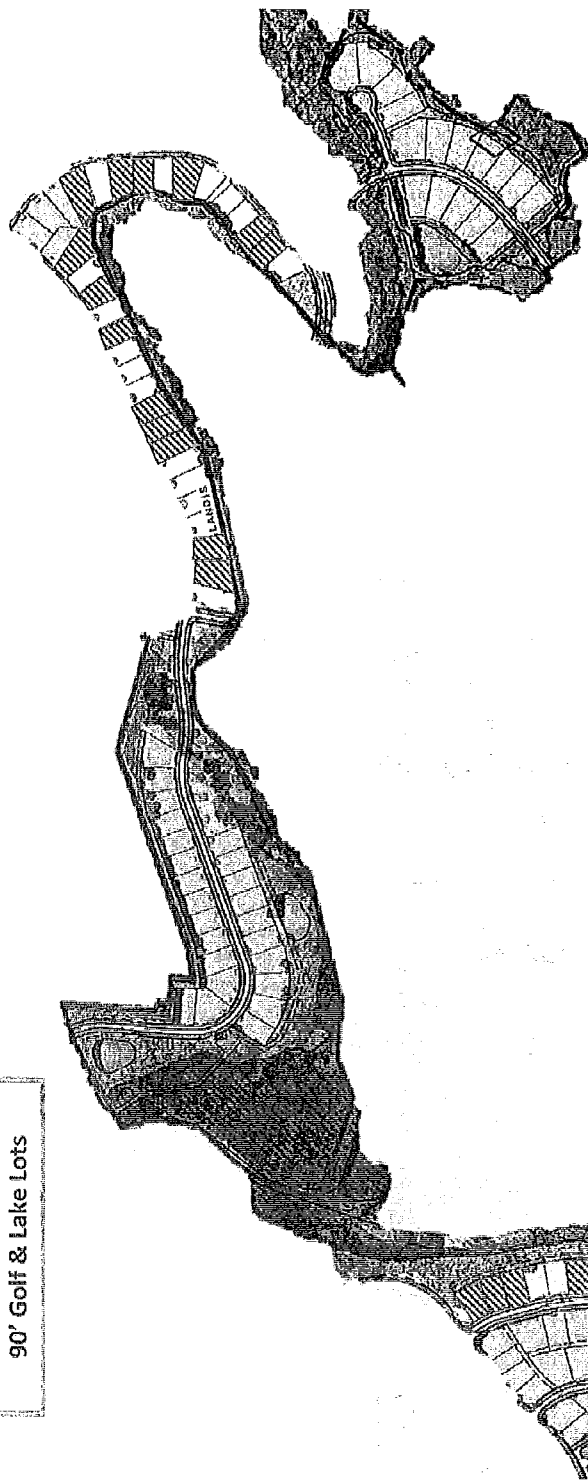
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



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Masonry vs Non-Masonry Lots on Golf/Lake

- The 90' wide Lots on the lake or golf course will consist of four-sided masonry except for the hashed lots on the map. No more than 22 houses will be non-full brick. These identified lots will follow the conditions for "General Architecture Standards."

Map Markers

- 4-Sided Masonry
- Non-4-Sided Masonry
- Non-Lake/Golf Lots

Disclaimer - The identified lots on the Golf & Lake designated for non-full brick construction will be limited to a maximum of 22. The locations and specifications of these lots are approximate and may be revised as development progresses.



GENERAL ARCHITECTURAL STANDARDS

GARAGE ORIENTATION PORCH WINDOWS

Introduction

100' Wide Lots

90' Wide Lots

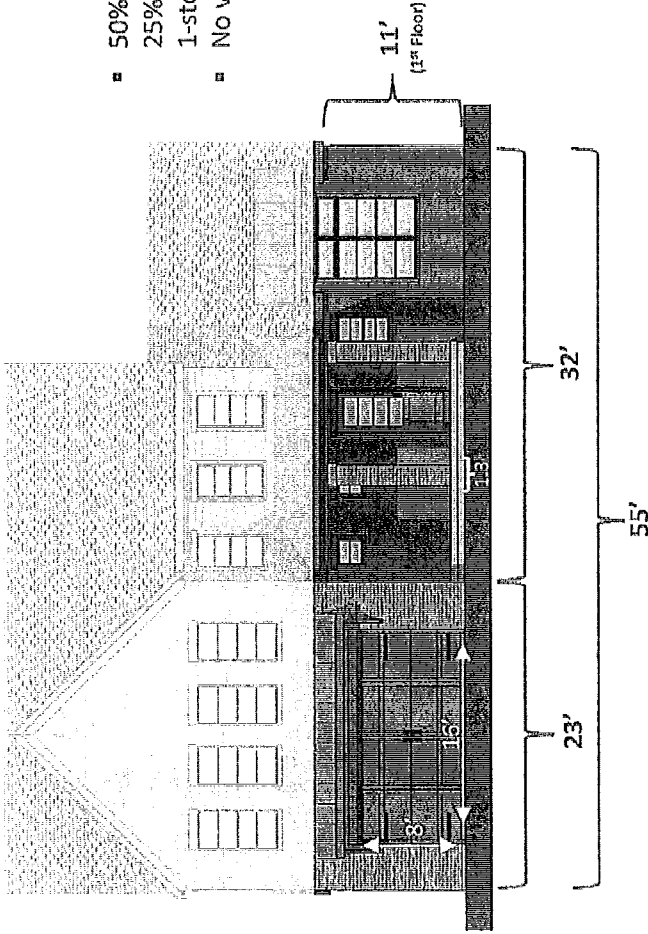
70'-80' Wide Lots

52'-65' Wide Lots

Additional

Masonry

- 50% of front elevations will have at least 25% width of house with masonry, at least 1-story tall.
- No vinyl siding will be used.



Example Illustrating 25% Front Elevation Masonry on 1st Floor.

Garage: $23' \text{ wide} \times 11' \text{ tall} = 253' - (8 \times 16) = 125'$

Columns: $2(1.3' \text{ wide} \times 11' \text{ tall}) = 28.6'$

$$25\% = \frac{153.6'}{605'}$$

GENERAL ARCHITECTURAL STANDARDS

GARAGE ORIENTATION PORCH WINDOWS

Introduction

100' Wide Lots

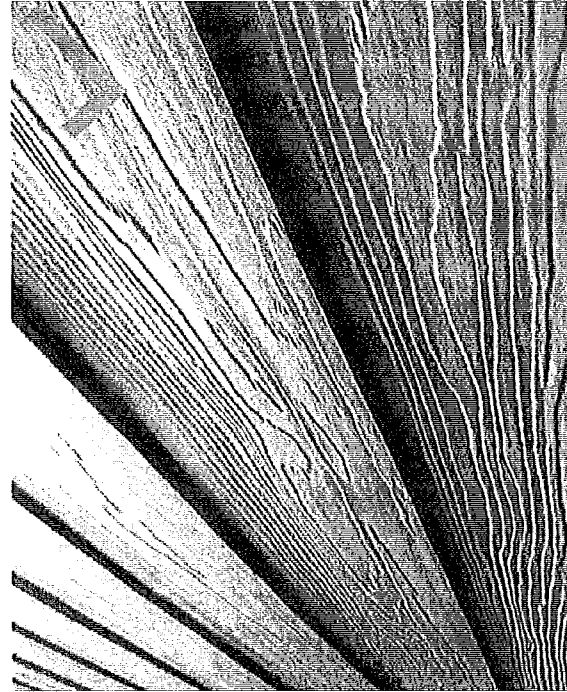
90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional

Architectural Siding



Architectural Siding, such as Cementitious Siding and James Hardie, are highly durable and long-lasting exterior siding material. Unlike vinyl siding, which can become brittle over time and may require replacement as a result, Architectural Siding is made from a specialized fiber cement material that resists warping, sagging, cracking, and melting over time, even in harsh weather conditions. Architectural Siding also offers a wider range of color and texture options compared to vinyl siding, and it can be painted to match any color scheme or architectural style. Overall, Architectural Siding is an excellent choice for homeowners who want a low-maintenance, high-performance exterior siding solution.



↑
Example of Vinyl Siding

GENERAL ARCHITECTURAL STANDARDS

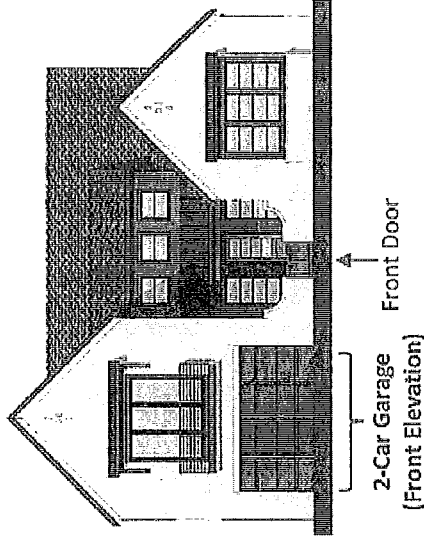
MASONRY PORCH WINDOWS

Introduction

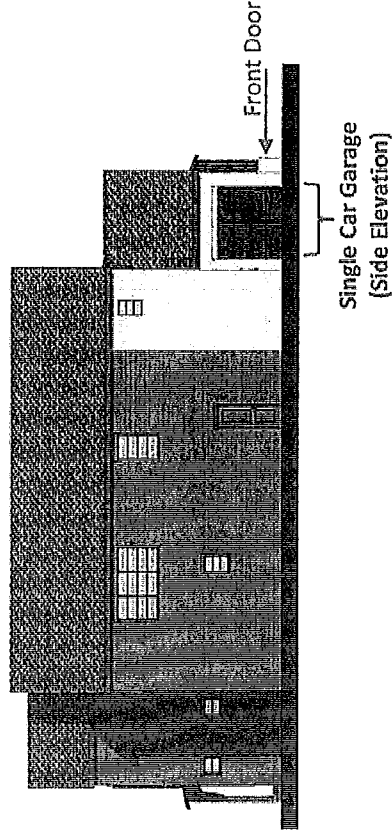
Garage Orientation

- 75% of garage doors will have upgraded hardware.
 - Hardware examples shown on the following page.
- At least 35% of all 2-car garages will be side-loaded or courtyard-loaded, while the remaining 65% may be front-loaded.

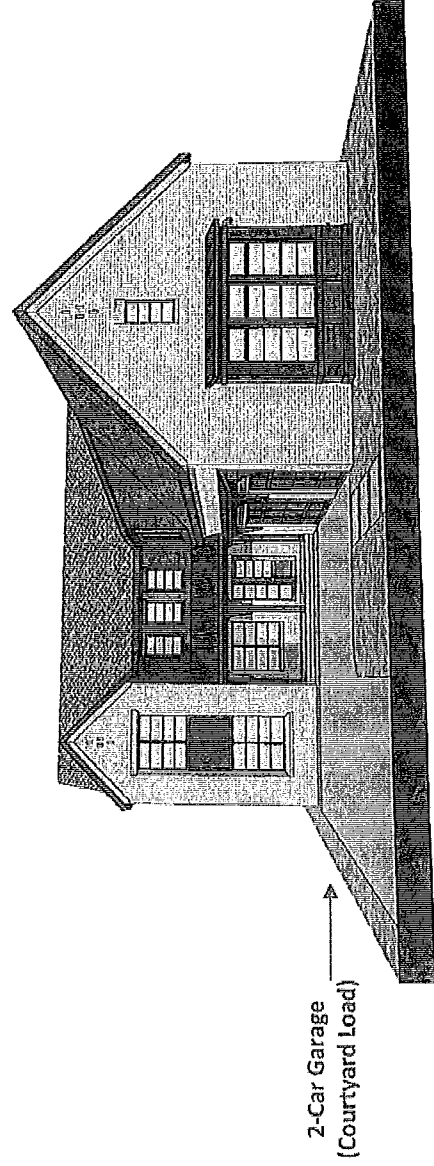
100' Wide Lots



90' Wide Lots



70'-80' Wide Lots



52'-65' Wide Lots

Additional

GENERAL ARCHITECTURAL STANDARDS

MASONRY

PORCH

WINDOWS

Introduction

100' Wide Lots

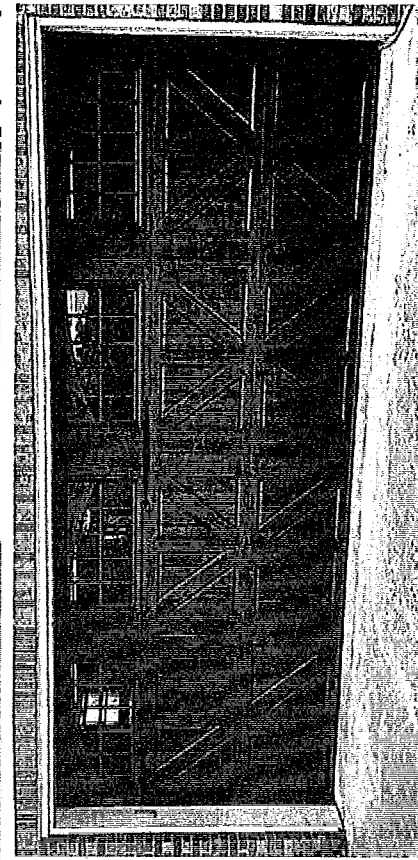
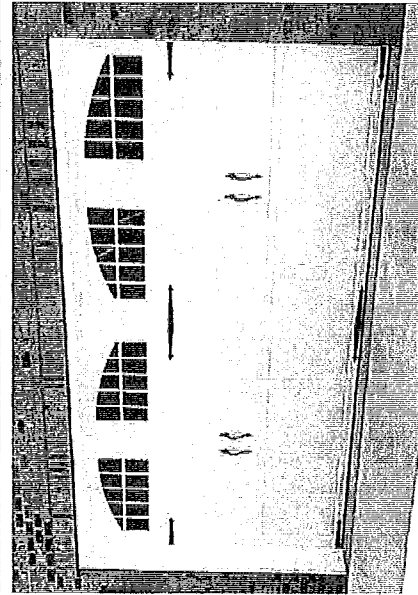
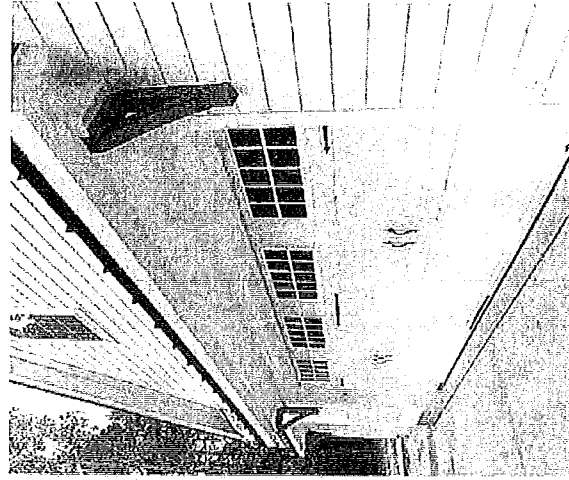
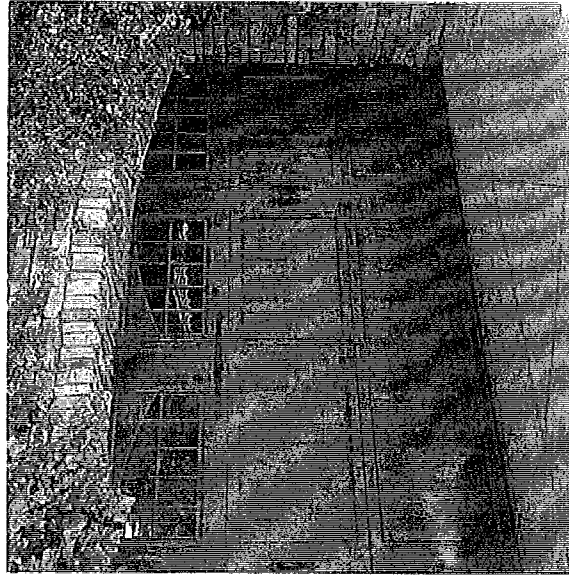
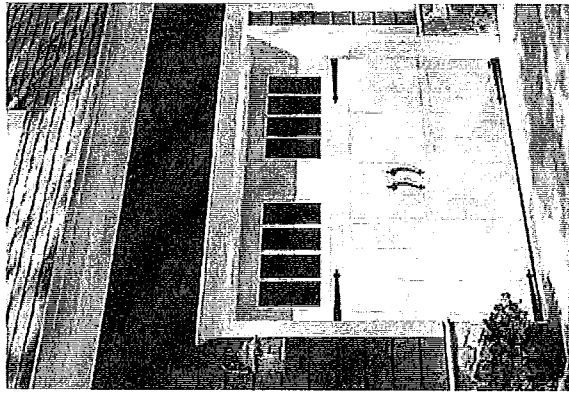
90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional

Garage Door Examples



GENERAL ARCHITECTURAL STANDARDS

MASONRY GARAGE ORIENTATION WINDOWS

Introduction

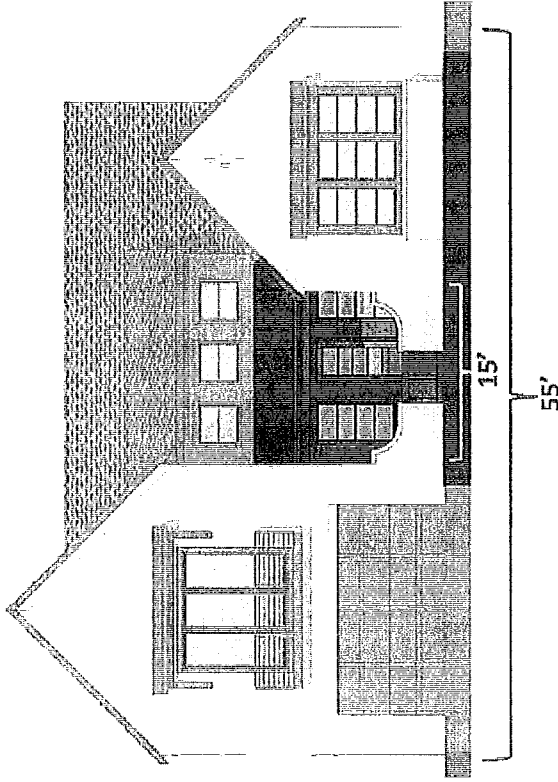
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



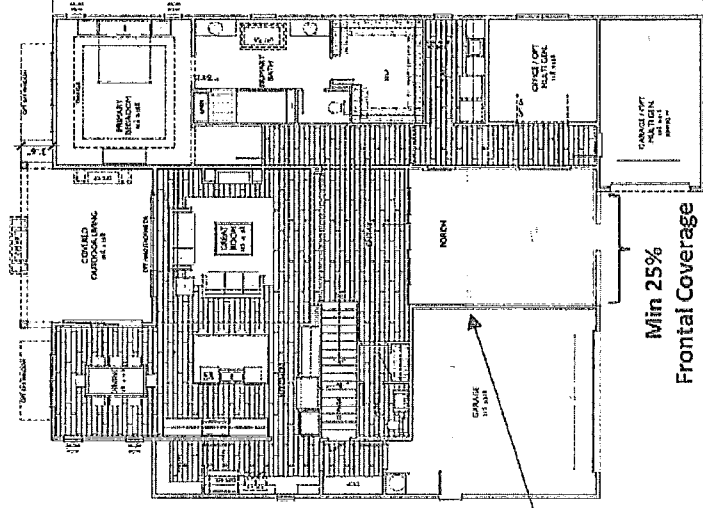
Front Porch

- The front porch will be a minimum 6' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home.

Illustrating 27% front porch coverage

$$27\% = \frac{15'}{55'}$$

Minimum 6' deep



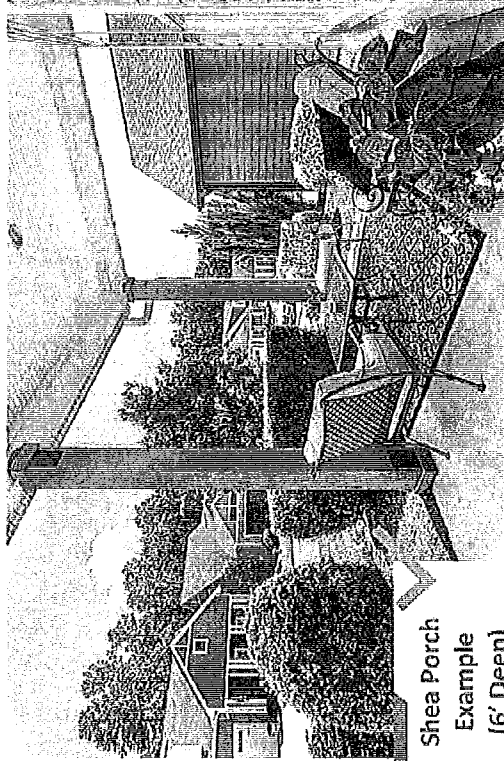
Min 25%
Frontal Coverage

GENERAL ARCHITECTURAL STANDARDS

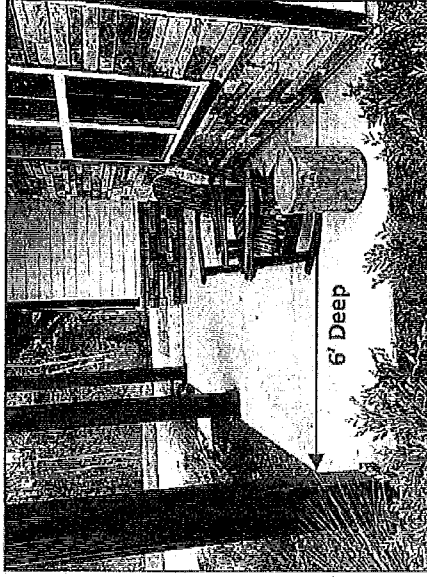
MASONRY CARAGE ORIENTATION WINDOWS

Introduction

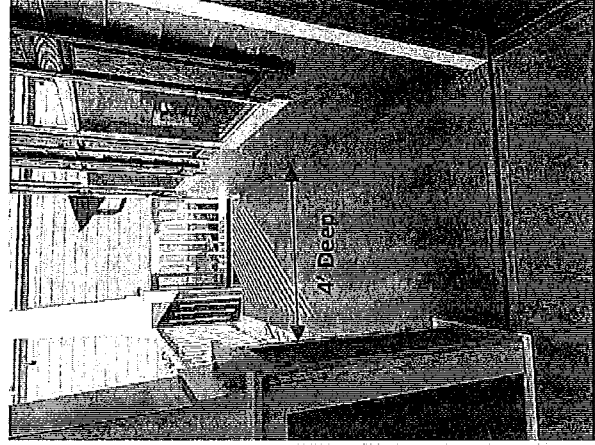
100' Wide Lots



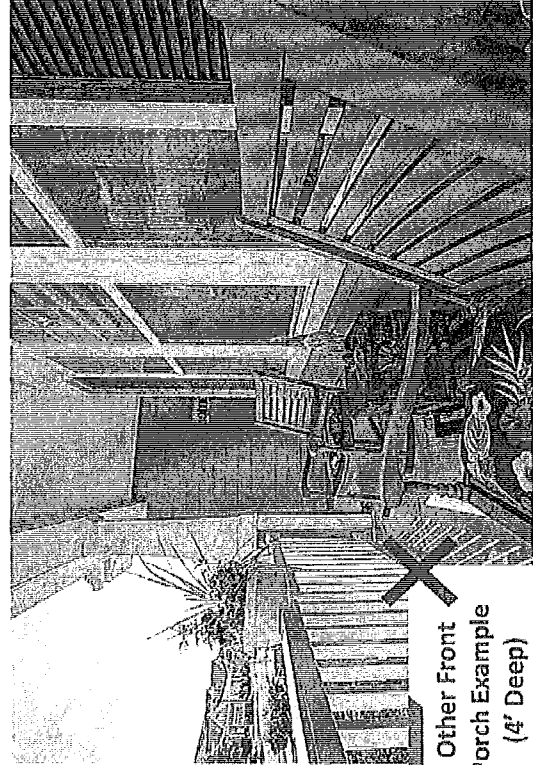
90' Wide Lots



70'-80' Wide Lots



52'-65' Wide Lots



Additional

GENERAL ARCHITECTURAL STANDARDS

Introduction

Windows

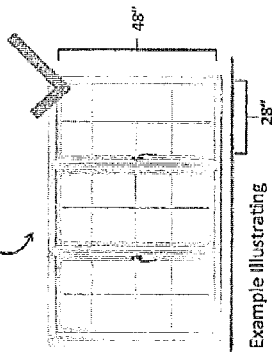
- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).

100' Wide Lots

Without Grid

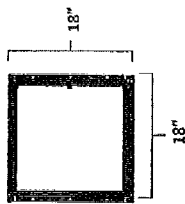


With Grid



Example Illustrating appearance of Window Grids.

90' Wide Lots



Example Illustrating appearance 18x18 Window Size.

70'-80' Wide Lots

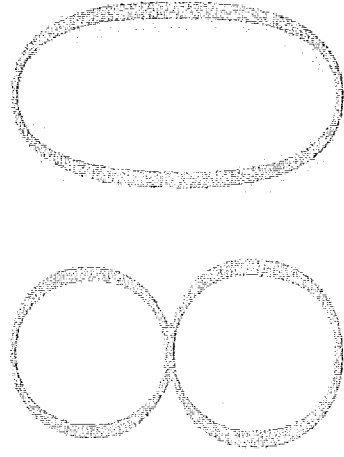
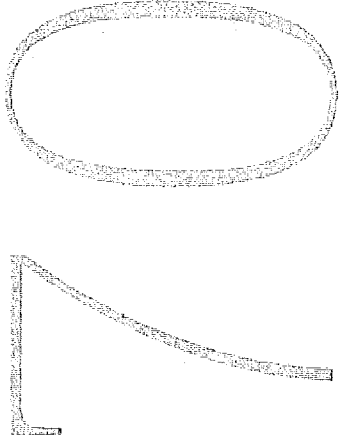


Example: Full Trim wrapped around windows.

52'-65' Wide Lots

Additional

70-80'
WIDE LOTS
- Architectural Standards



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REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS (G.S. 47-30)

Introduction

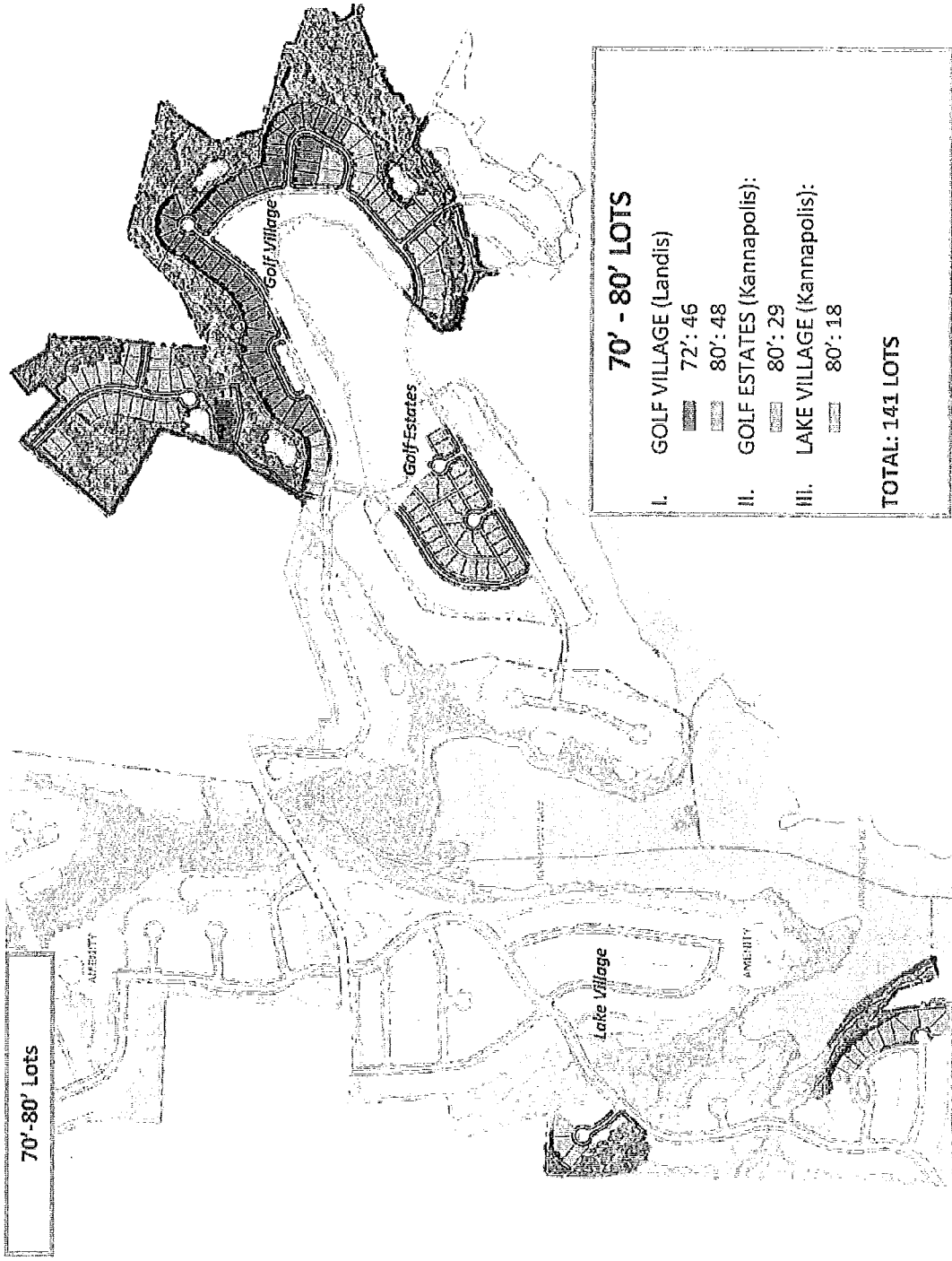
100' Wide Lots

90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional



Disclaimer -- Please note that the layout and number of lots presented herein are subject to modification at the developer's discretion.

70' - 80' SUMMARY



Introduction

GOLF & LAKE LOTS

ARCHITECTURAL STANDARDS



There are no lots smaller than 90' or 100' wide planned for the lake or golf course.

100' Wide Lots

90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional

Masonry

- 50% of front elevations will have at least 25% width of house with masonry, at least 1-story tall. The remaining 50% can have less than 25% of the width of the house with masonry.

Siding

- No vinyl siding will be used.

Front Porch

- The front porch will be a minimum 6' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home, while the other 50% can have porches equal to less than 25% of the width of the house.

Garage Orientation

- At least 35% of all 2-car garages will be side-loaded or courtyard-loaded, while the remaining 65% may be front-loaded.
- At least 50% of any front load garage will include upgraded garage door hardware, while the other 25% can include non-upgraded hardware.

Windows

- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).



GOLF & LAKE LOTS

MASONRY GARAGE ORIENTATION PATIO CABLE & COLUMNS MAP

Introduction

100' Wide Lots

90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional

There are no lots smaller than 90' or 100' wide planned for the lake or golf course.

GENERAL ARCHITECTURAL STANDARDS

GARAGE ORIENTATION PORCH WINDOWS

Introduction

100' Wide Lots

90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional

Architectural Siding



Example of Vinyl Siding

Architectural Siding, such as Cementitious Siding and James Hardie, are highly durable and long-lasting exterior siding material. Unlike vinyl siding, which can become brittle over time and may require replacement as a result, Architectural Siding is made from a specialized fiber cement material that resists warping, sagging, cracking, and melting over time, even in harsh weather conditions. Architectural Siding also offers a wider range of color and texture options compared to vinyl siding, and it can be painted to match any color scheme or architectural style. Overall, Architectural Siding is an excellent choice for homeowners who want a low-maintenance, high-performance exterior siding solution.

GENERAL ARCHITECTURAL STANDARDS

MASONRY

PORCH

WINDOWS

Introduction

100' Wide Lots

Garage Orientation

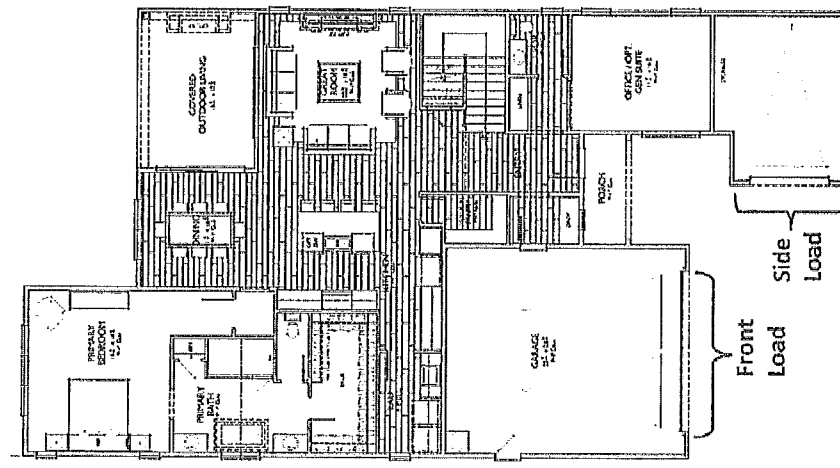
- At least 35% of all 2-car garages will be side-loaded or courtyard-loaded, while the remaining 65% may be front-loaded.
- At least 50% of any front load garage will include upgraded garage door hardware.
 - Hardware examples shown on the following page.

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



GENERAL ARCHITECTURAL STANDARDS

MASONRY PORCH WINDOWS

Introduction

100' Wide Lots

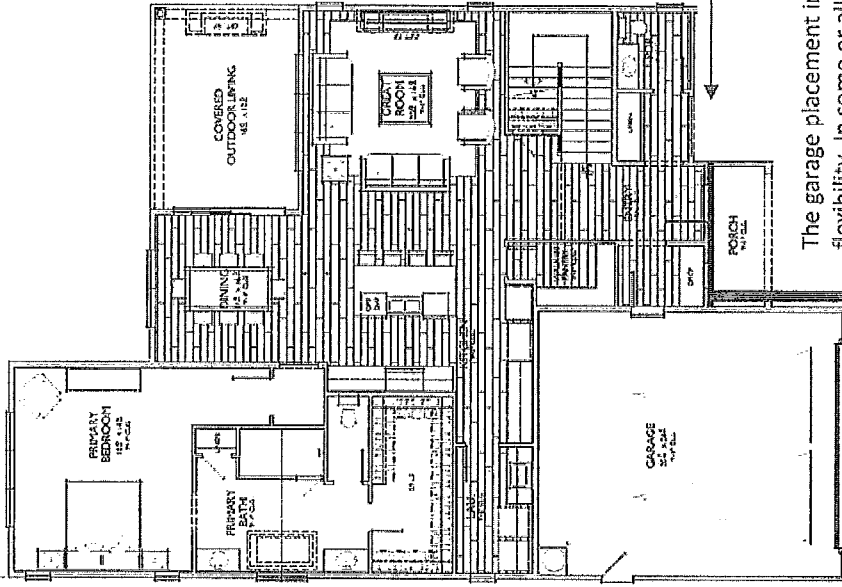
90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional

GARAGE PLACEMENT



The garage placement in relation to the front façade of the homes allows for flexibility. In some or all **front-loaded homes**, the garage will likely be situated parallel or at a distance from the foremost point of the home's front elevation.

GENERAL ARCHITECTURAL STANDARDS

MASONRY PORCH WINDOWS

Introduction

100' Wide Lots

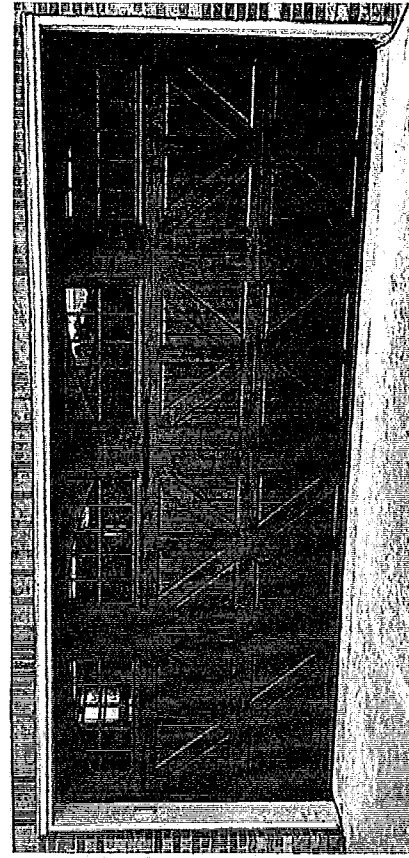
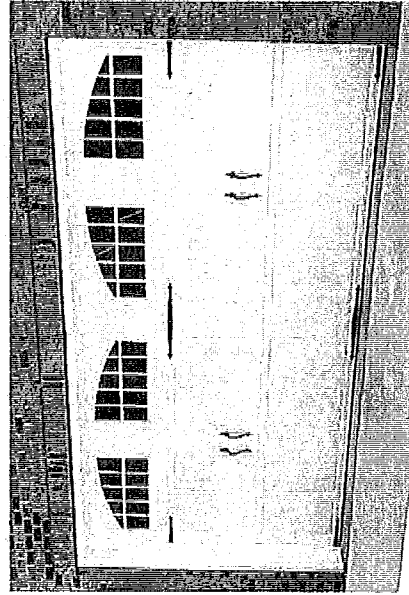
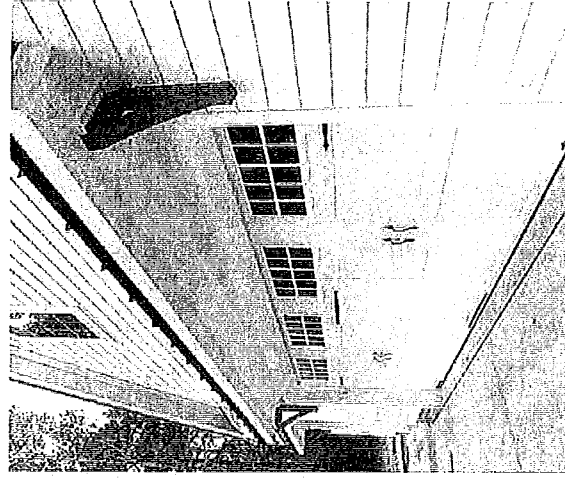
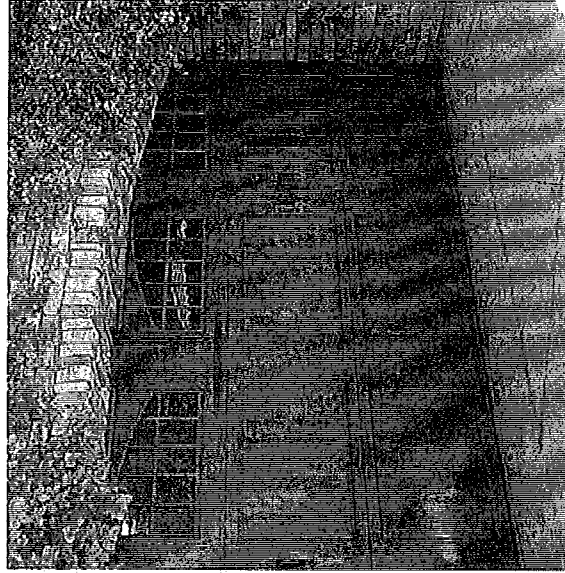
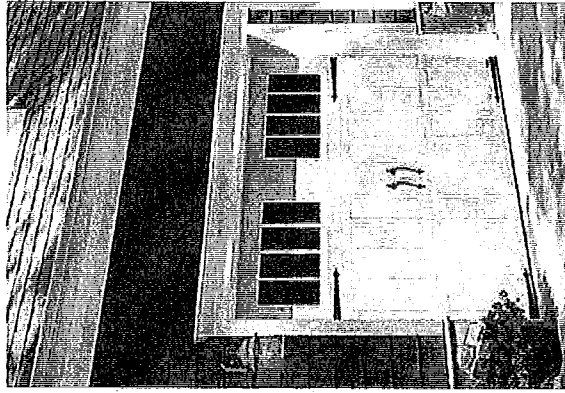
90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional

Garage Door Examples



GENERAL ARCHITECTURAL STANDARDS

MASONRY GARAGE ORIENTATION WINDOWS

Introduction

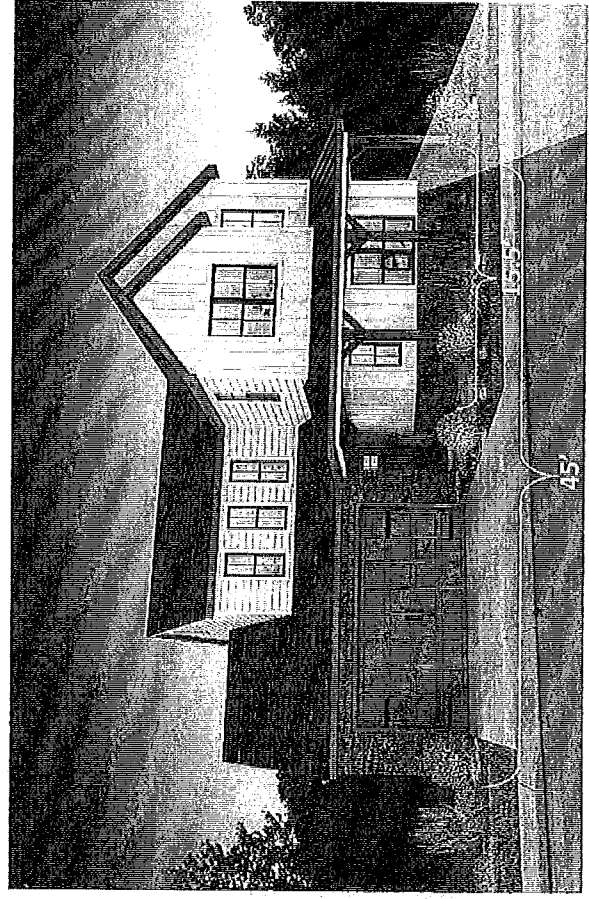
100' Wide Lots

90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional

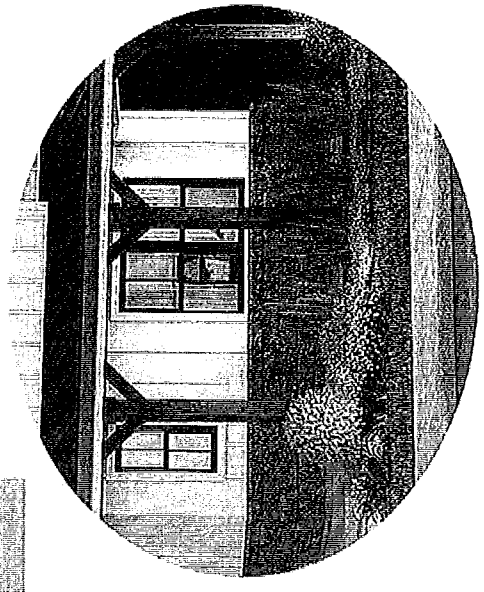


Front Porch

- The front porch will be a minimum 6' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home.

Illustrating 34% front porch coverage

$$34\% = \frac{15.5'}{45'}$$



GENERAL ARCHITECTURAL STANDARDS

MASONRY GARAGE ORIENTATION WINDOWS

Introduction

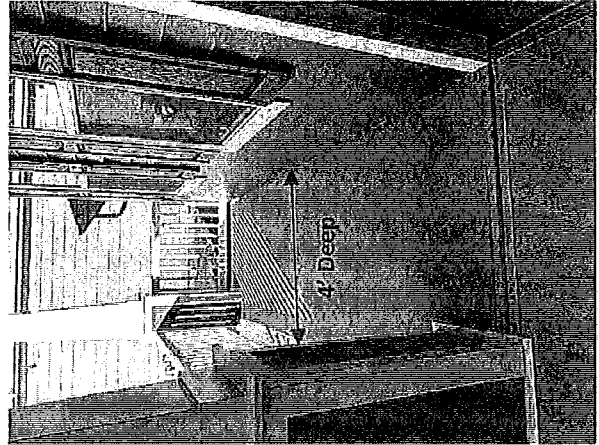
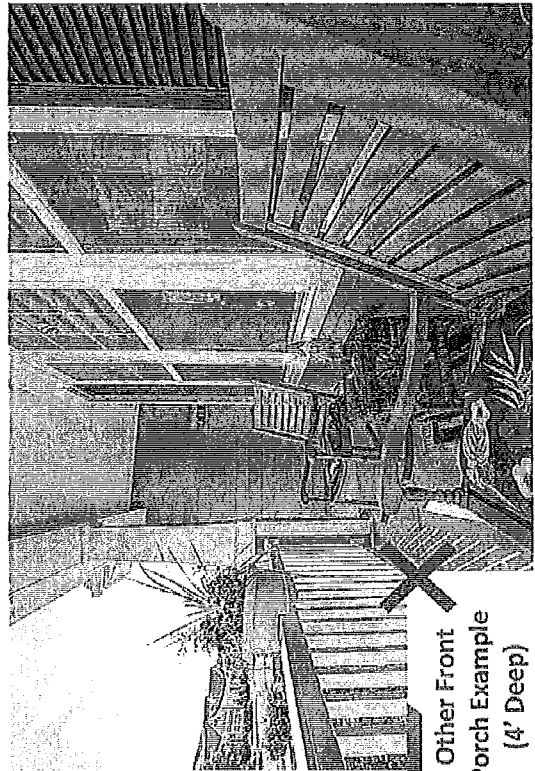
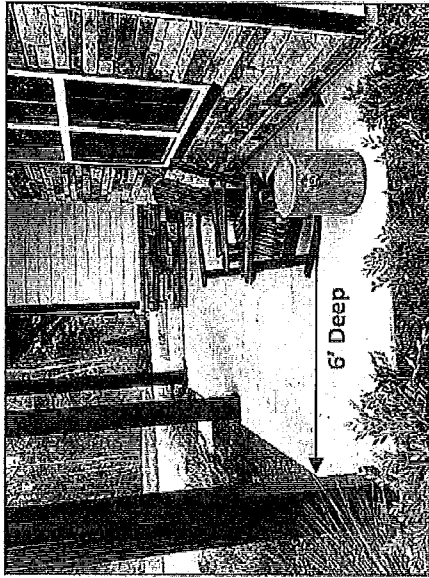
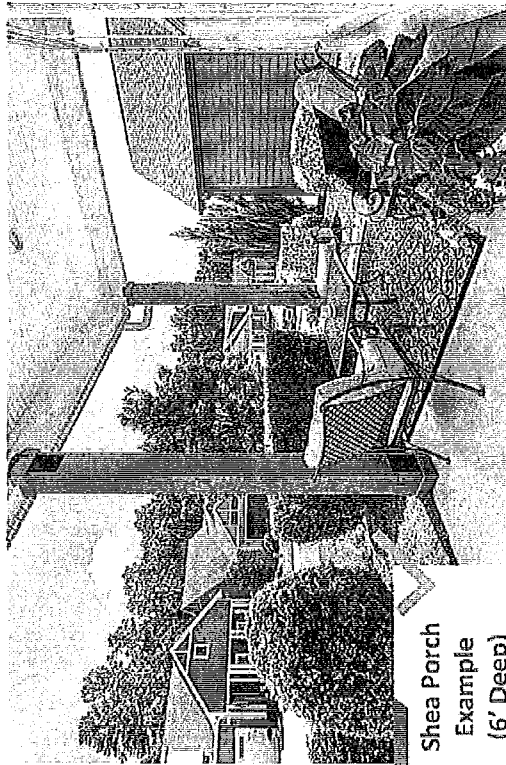
100' Wide Lots

90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional



GENERAL ARCHITECTURAL STANDARDS

MASONRY CARAGE ORIENTATION PORCH

Introduction

Windows

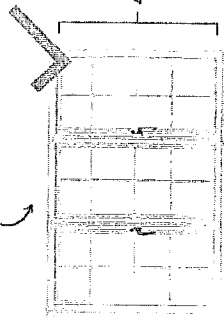
- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).

100' Wide Lots

Without Grid

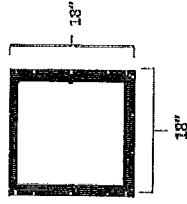


With Grid



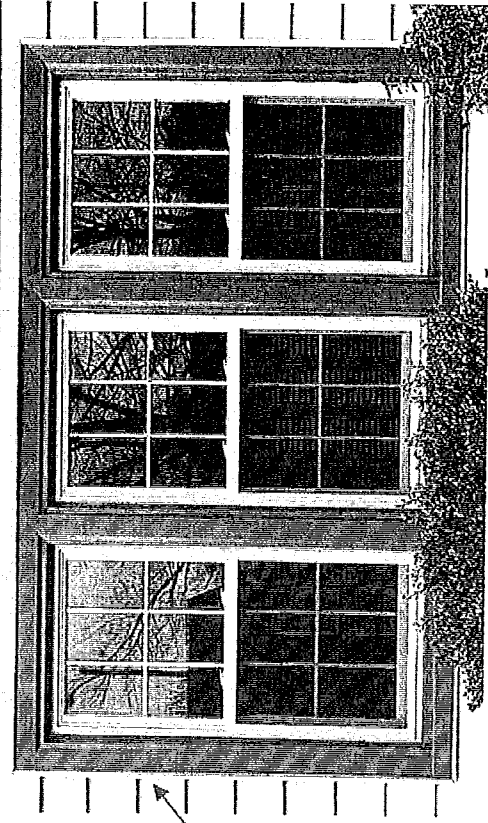
90' Wide Lots

Example Illustrating appearance 18x18 Window Size.



70' - 80' Wide Lots

Example Illustrating appearance of Window Grids.



Example: Full Trim wrapped around windows.

52'-65' Wide Lots

Additional

52'-65'
WIDE LOTS
- Architectural Standards

52
65

Introduction

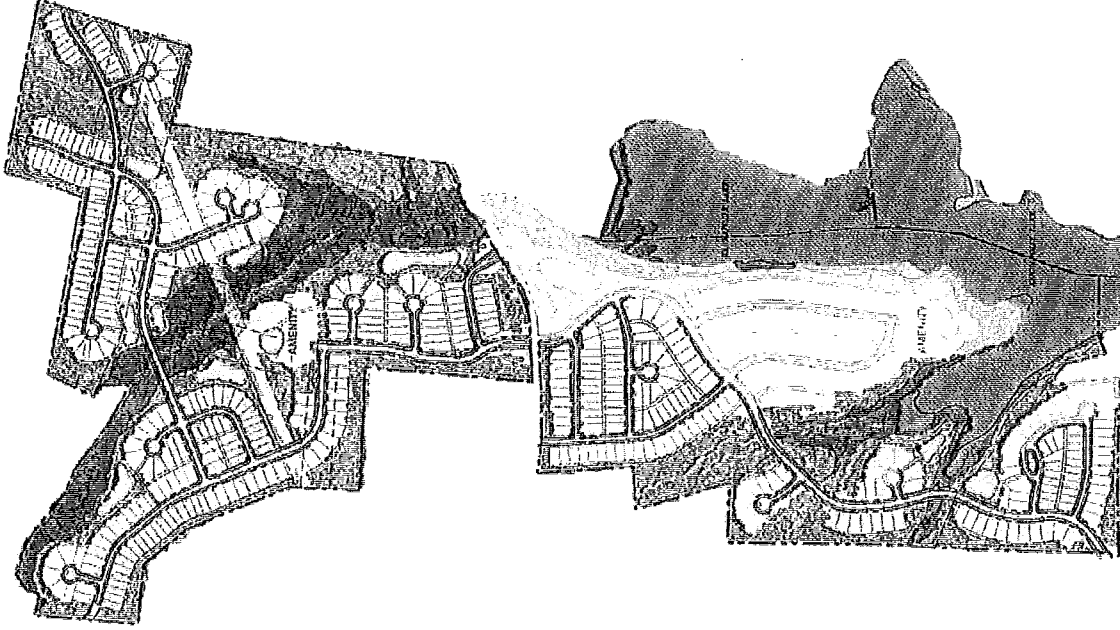
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52' - 65' Wide Lots

Additional



52' - 65' LOTS

I. STREAMSIDE (Kannapolis)

52': 187

65': 52

Collector Street Lot: 33

II. LAKE VILLAGE (Kannapolis):

52': 69

65': 52

Collector Street Lot: 37

TOTAL: 397 LOTS

Disclaimer - Please note that the layout and number of lots presented herein are subject to modification at the developer's discretion.

The lots situated along any designated collector street shall adhere to the architectural standards established for lots measuring 52 to 65 feet in width. These guidelines apply uniformly to ensure consistency in design and aesthetics along these thoroughfares.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS (G.S. 47-30)



Introduction

GOLF & LAKE LOTS



There are no lots smaller than 90' or 100' wide planned for the lake or golf course.

100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52' - 65' Wide Lots

Additional

52' - 65' SUMMARY



ARCHITECTURAL STANDARDS

Masonry

- 50% of front elevations will have at least 25% width of house with masonry, at least 1-story tall. The remaining 50% can have less than 25% of the width of the house with masonry.

Siding

- No vinyl siding will be used.

Front Porch

- The front porch will be a minimum 5' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home, while the other 50% can have porches equal to less than 25% of the width of the house.

Garage Orientation

- 50% of 2-car garages will include upgraded garage door hardware, while the other 25% can include non-upgraded hardware.
- Front load garages will be offset by a minimum of 12' from forward most living area of home.

Windows

- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).

Lap Siding

- No more than 70sqft of continuous lap siding before window or other architectural break on 540/36 product. Could go to as little as 45sqft of continuous on 45' wide product.

Collector Street

- All lots that are located on any of the collector streets are subject to the same architectural guidelines as the 52-65 feet wide lot guidelines.



GOLF & LAKE LOTS

MASONRY GARAGE ORIENTATION PATIO GABLE & COLUMNS MAP

Introduction

100' Wide Lots

90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional

There are no lots smaller than 90' or 100' wide planned for the lake or golf course.

GENERAL ARCHITECTURAL STANDARDS

GARAGE ORIENTATION PORCH WINDOWS LAP SIDING

Introduction

Masonry

- 50% of front elevations will have at least 25% width of house with masonry, at least 1-story tall.

100' Wide Lots

Example Illustrating 25% Front Elevation Masonry on 1st Floor

Garage Front: 4' wide x 4' tall = 16'

Garage Side: 8.5' wide x 4' tall = 34'

Right Side: (14.9' wide - 3') x 4' tall = 47.6'

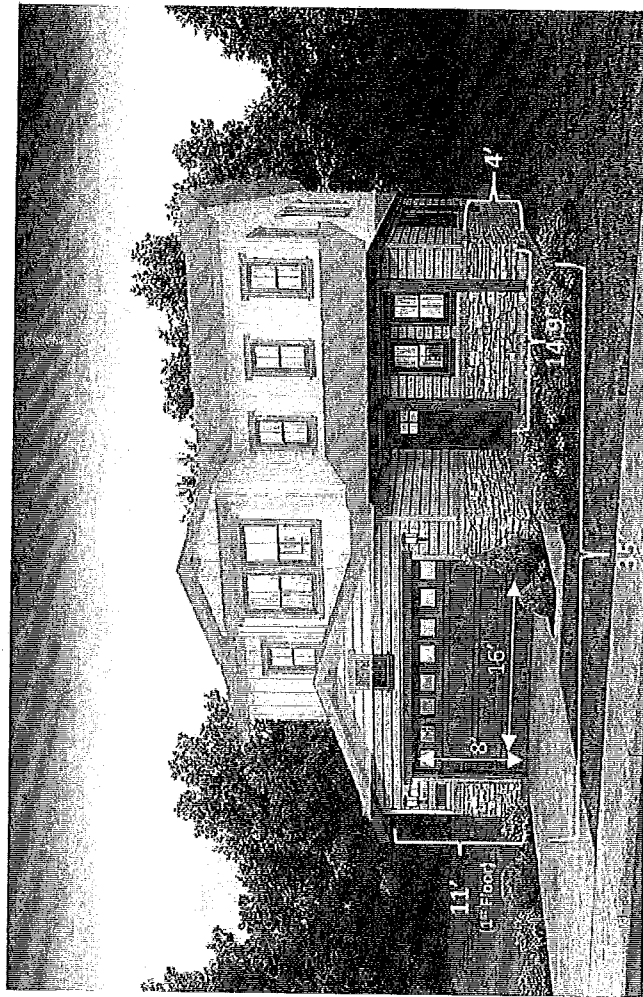
$$25\% = \frac{97.6'}{(35' \times 11')}$$

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



GENERAL ARCHITECTURAL STANDARDS

GARAGE ORIENTATION PORCH WINDOWS LAP SIDING

Introduction

100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52' - 65' Wide Lots

Additional

Architectural Siding



Example of Vinyl Siding

Architectural Siding, such as Cementitious Siding and James Hardie, are highly durable and long-lasting exterior siding material. Unlike vinyl siding, which can become brittle over time and may require replacement as a result, Architectural Siding is made from a specialized fiber cement material that resists warping, sagging, cracking, and melting over time, even in harsh weather conditions. Architectural Siding also offers a wider range of color and texture options compared to vinyl siding, and it can be painted to match any color scheme or architectural style. Overall, Architectural Siding is an excellent choice for homeowners who want a low-maintenance, high-performance exterior siding solution.

GENERAL ARCHITECTURAL STANDARDS

MASONRY PORCH WINDOWS LAP SIDING

Introduction

100' Wide Lots

90' Wide Lots

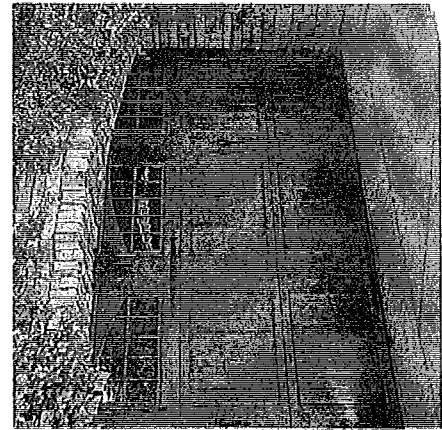
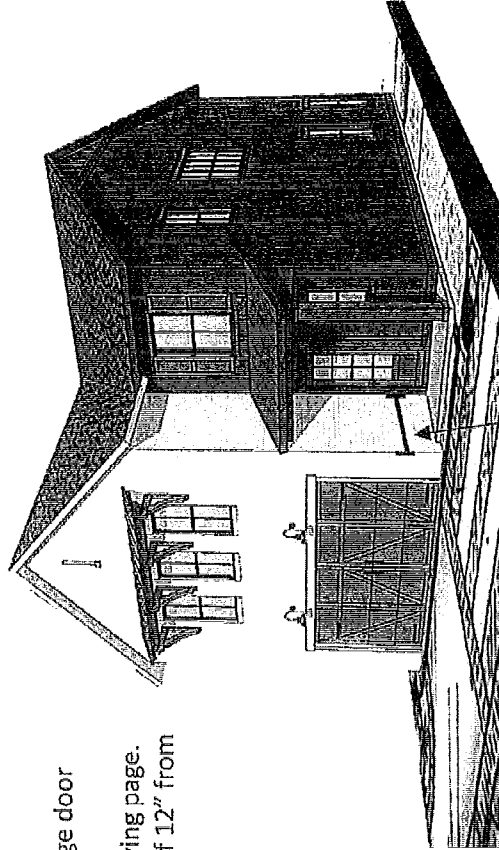
70'-80' Wide Lots

52' - 65' Wide Lots

Additional

Garage Orientation

- 50% of 2-car garages will include upgraded garage door hardware.
 - Hardware examples shown on the following page.
- Front load garages will be offset by a minimum of 12" from forward most living area of home.



← Upgraded Garage Door Hardware.

Offset by a minimum of 12" from forward most living area of home.

GENERAL ARCHITECTURAL STANDARDS

MASONRY

PORT

WINDOWS

LAPSIDING

Introduction

100' Wide Lots

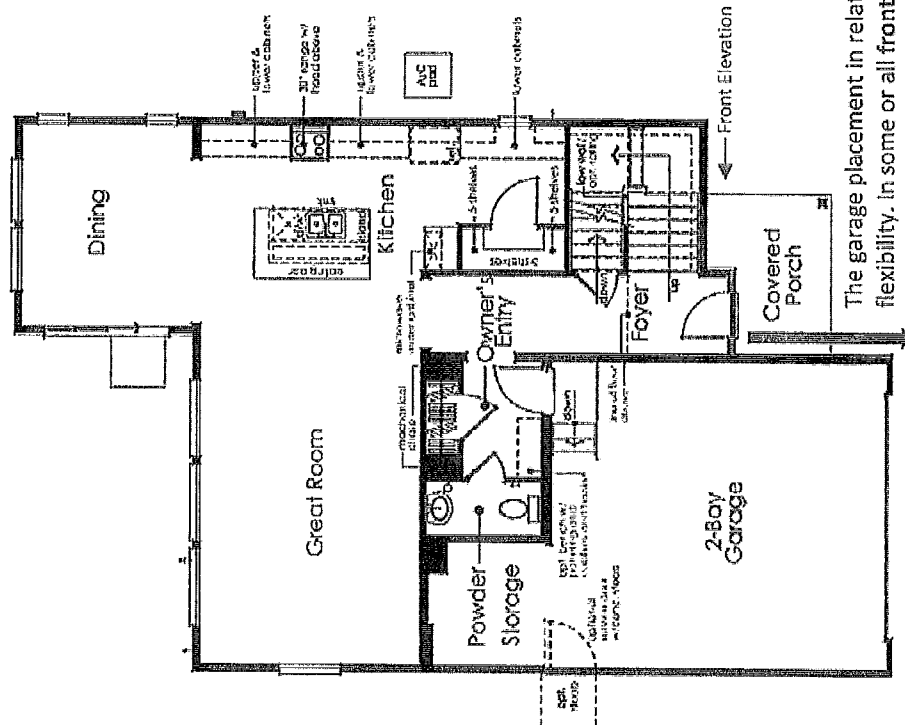
90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional

GARAGE PLACEMENT



The garage placement in relation to the front façade of the homes allows for flexibility. In some or all **front-loaded homes**, the garage will likely be situated parallel or at a distance from the foremost point of the home's front elevation.



GENERAL ARCHITECTURAL STANDARDS

MASONRY

PORCH

WINDOWS

LAP SIDING

Introduction

Garage Door Examples

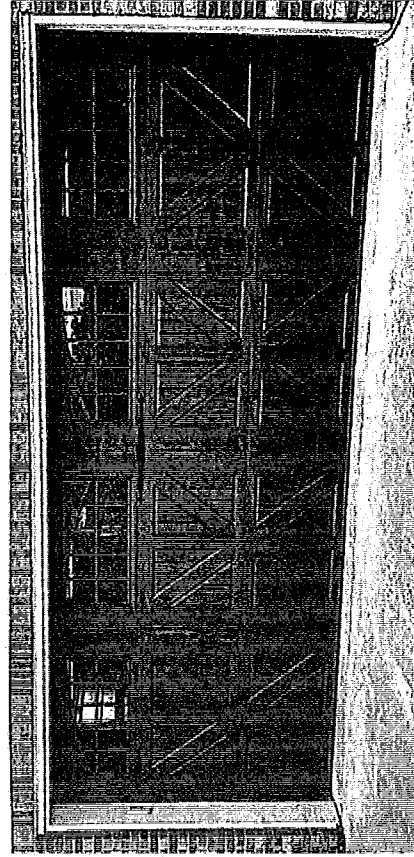
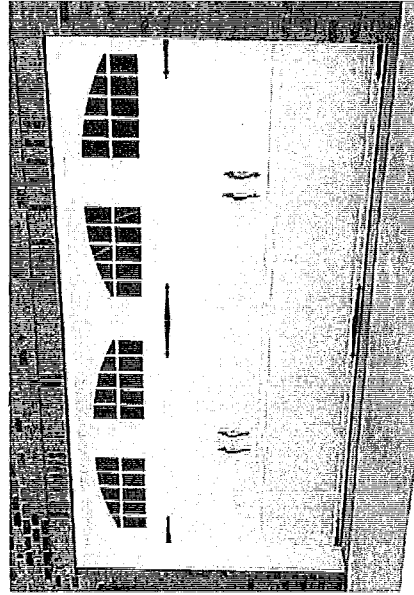
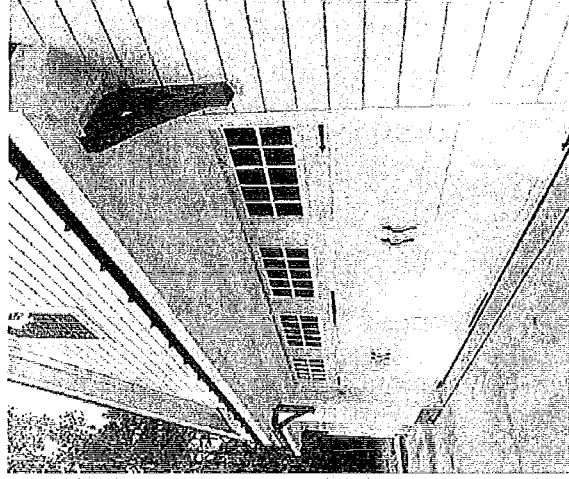
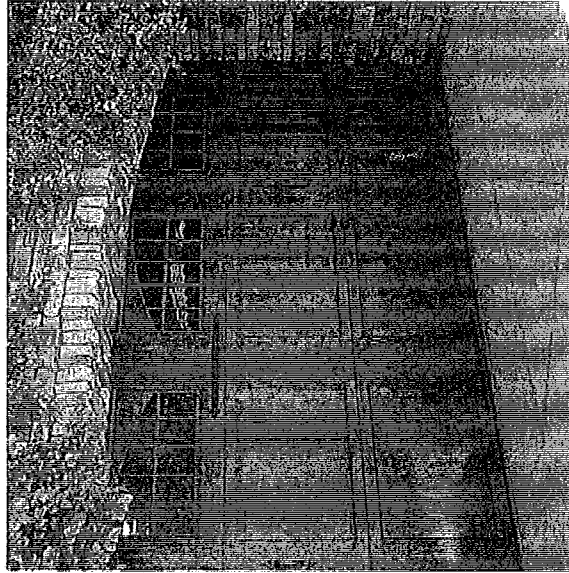
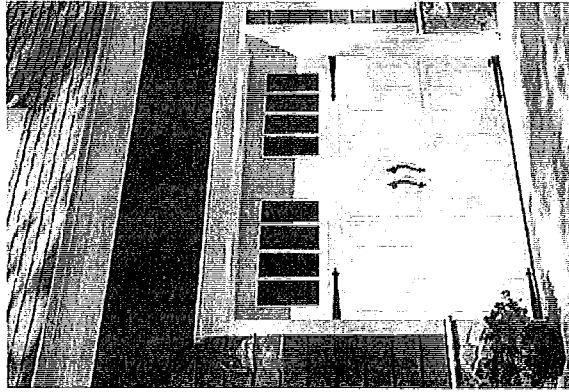
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



GENERAL ARCHITECTURAL STANDARDS

MASONRY GARAGE ORIENTATION WINDOWS LAP SIDING

Introduction

Front Porch

- The front porch will be a minimum 5' deep.
- At least 50% of homes will have a porch equal to 25% of the total width of the home.

100' Wide Lots

Illustrating 28% front porch coverage

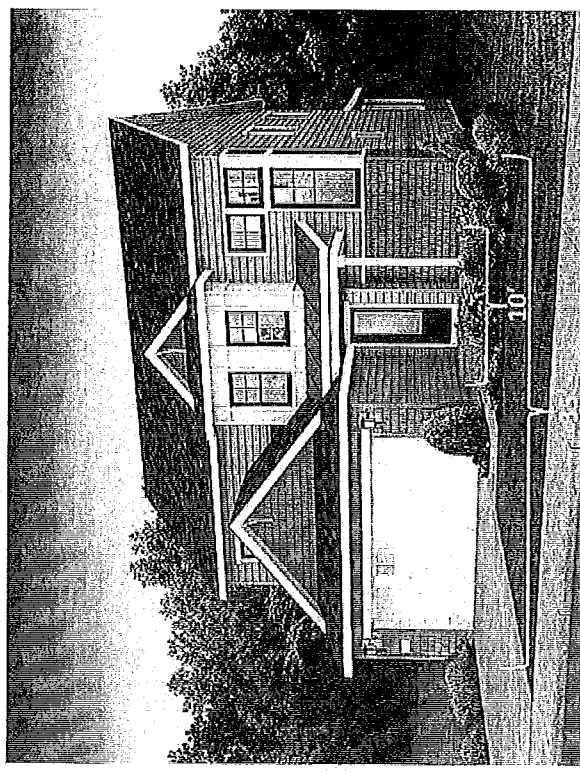
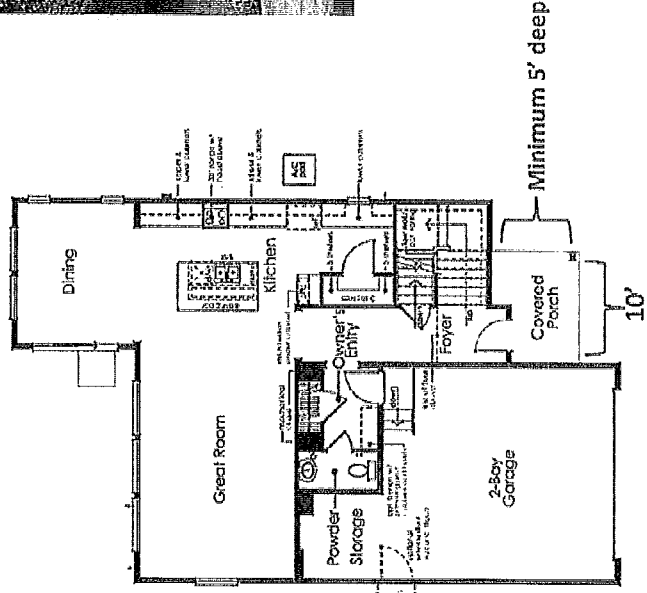
$$\frac{10'}{35'} = 28\%$$

90' Wide Lots

70'-80' Wide Lots

52' - 65' Wide Lots

Additional



GENERAL ARCHITECTURAL STANDARDS

MASONRY GARAGE ORIENTATION PORCH LAP SIDING

Introduction

Windows

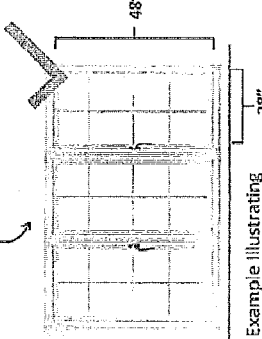
- Grids on all front elevation windows larger than 18"X 18" fixed. Any window surrounded by non-masonry product will have full trim wrap (all 4 sides).

100' Wide Lots

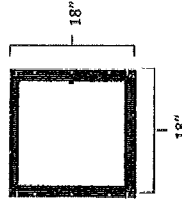
Without Grid



With Grid



90' Wide Lots



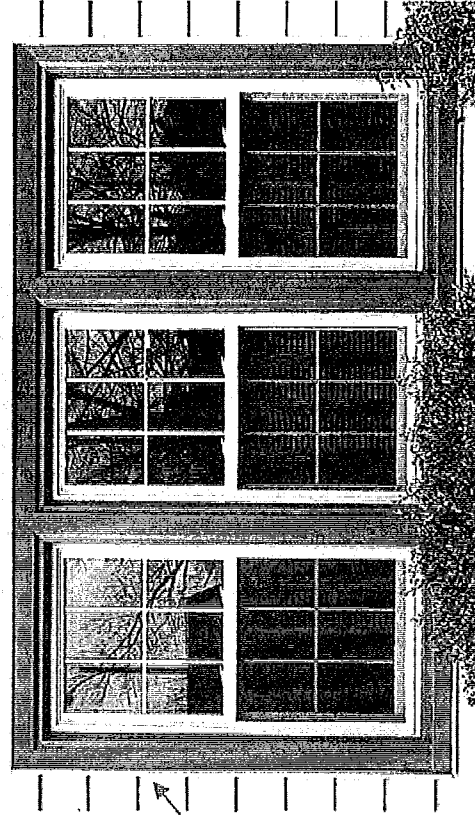
Example Illustrating appearance 18x18 Window Size.

Example Illustrating appearance of Window Grids.

70'-80' Wide Lots

52'-65' Wide Lots

Example: Full Trim wrapped around windows.



Additional



GENERAL ARCHITECTURAL STANDARDS

MASONRY GARAGE ORIENTATION PORCH WINDOWS

Introduction

Lap Siding

- No more than 70sqft of continuous lap siding before window or other architectural break on 540/36 product. Could go to as little as 45sqft of continuous on 45' wide product.

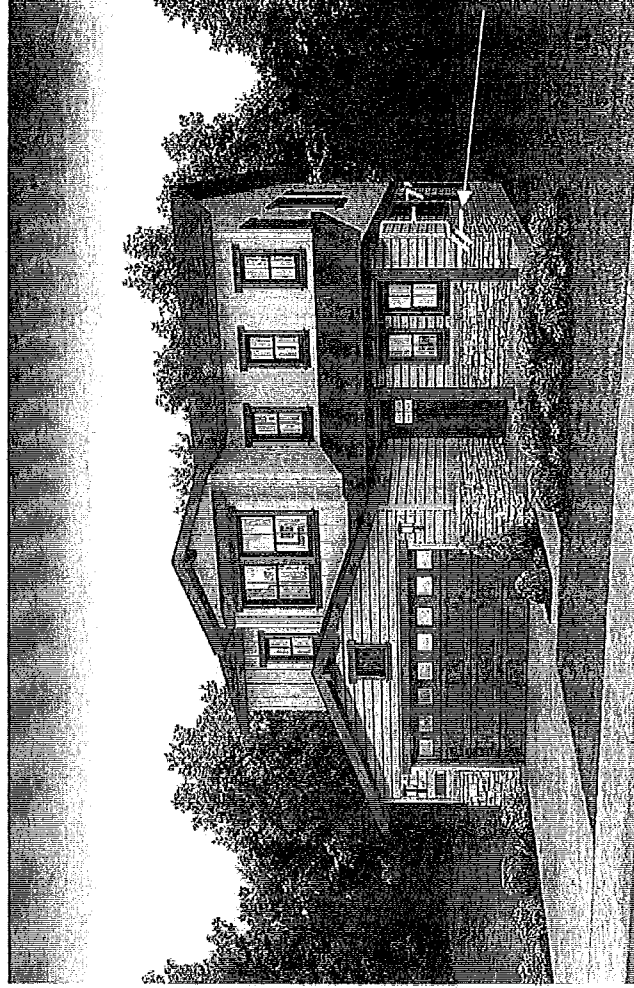
100' Wide Lots

90' Wide Lots

70' - 80' Wide Lots

52' - 65' Wide Lots

Additional



Example of a break
in siding with
masonry



AMENITY

Introduction

COLLECTOR STREET

- The lots situated along any designated collector street shall adhere to the architectural standards established for lots measuring 52 to 65 feet in width. These guidelines apply uniformly to ensure consistency in design and aesthetics along these thoroughfares.

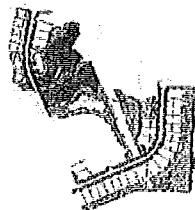
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

Additional



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Disclaimer - Please note that the layout and number of lots presented herein are subject to modification at the developer's discretion.

COLLECTOR STREET

Introduction

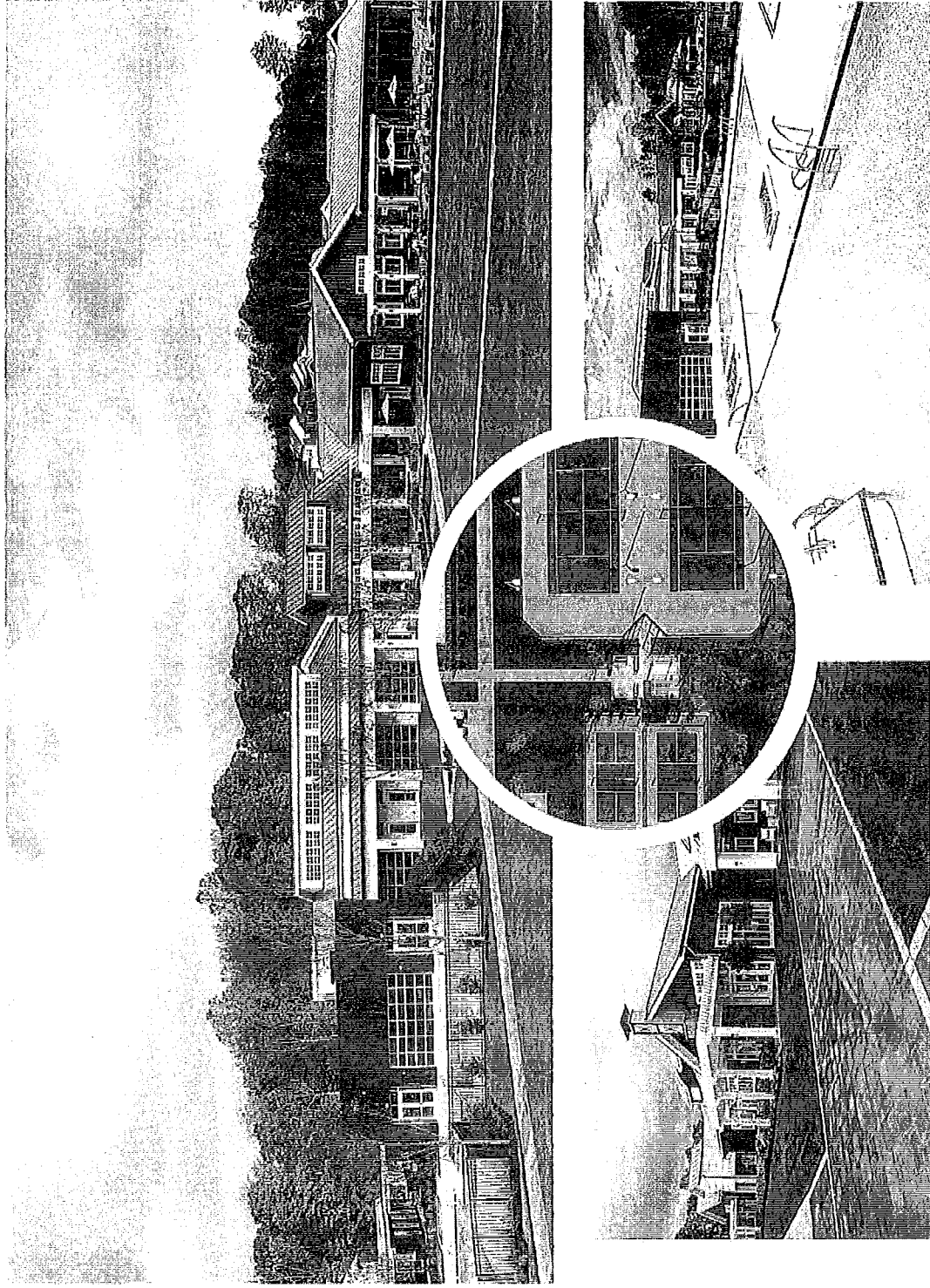
100' Wide Lots

90' Wide Lots

70'-80' Wide Lots

52'-65' Wide Lots

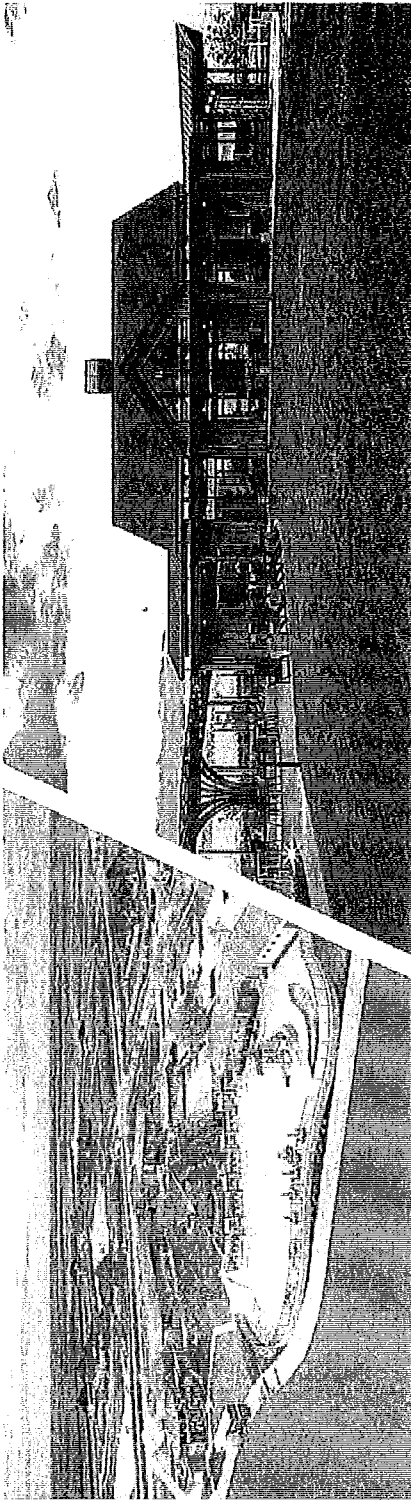
Additional



The images depict previous amenities offered by Shea Homes and are intended solely for illustrative purposes. The specific amenities and their design at Irish Creek will be determined and finalized at a later date.

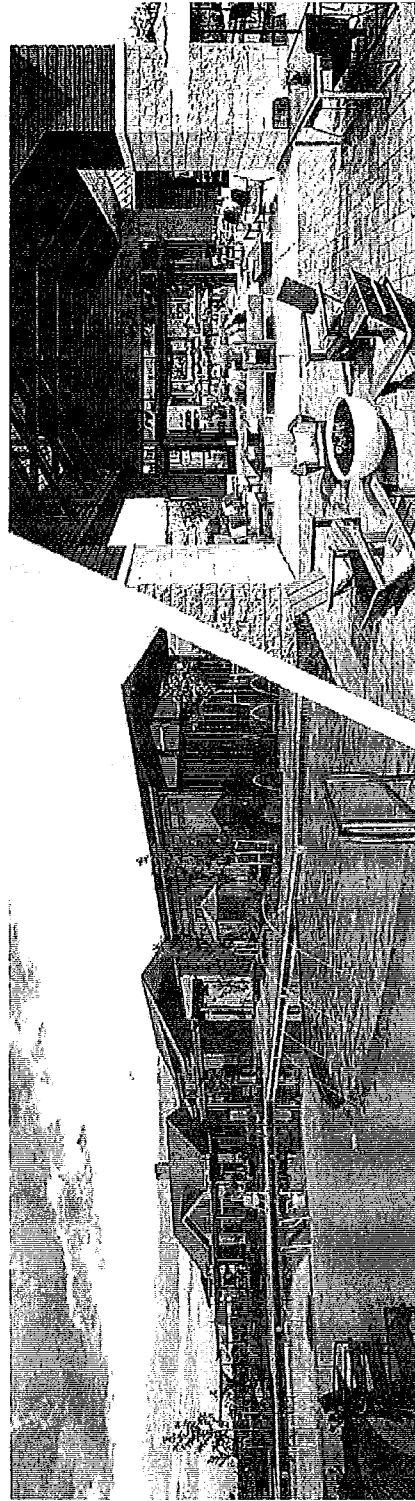
COLLECTOR STREET

Introduction



100' Wide Lots

90' Wide Lots



70'-80' Wide Lots

52'-65' Wide Lots

The images depict previous amenities offered by Shea Homes and are intended solely for illustrative purposes. The specific amenities and their design at Irish Creek will be determined and finalized at a later date.

Additional

EXHIBIT D

Kannapolis Conditional Rezoning Plan



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350
planningapps@kannapolisnc.gov

Conditional Zoning Map Amendment Checklist

So that we may efficiently review your project in a timely manner, it is important that all required documents and fees listed on the "Submittal Checklist" below are submitted with your application. One or more of the required documents may be waived due to the size of the parcel, the proposed use or the adequacy of existing infrastructure servicing the location. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

CONDITIONAL REZONING REQUEST

Conditional Rezoning – Request for an amendment to the Kannapolis Zoning Map.

Approval authority – Planning and Zoning Commission.

Requested Rezoning Property Address: 1635 Cannon Farm Road

Applicant: Lennar Carolinas, LLC - David Nelson

Proposed development: _____

Single Family Residential

SUBMITTAL CHECKLIST

- ☒ Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov
- ☒ Neighborhood Meeting (if required)
- ☒ Zoning Map Amendment Checklist and Application – Complete with all required signatures
- ☒ Preliminary Major Site Plan
- ☒ PDF format on disc containing all documents rotated and formatted in sequential order based upon cover page
- ☒ Fee: \$925.00 (\$600 Application Fee, \$300 Legal Notices and notification fee, # of property owners notified [see Fee Schedule])

PROCESS INFORMATION

Public Notification: This is a legislative process that requires a public hearing and public notification including newspaper notice, first-class mailed notice to adjacent property owners and a sign posted prominently on the property (Section 3.1.5.1 of the UDO).

Review Process: All applications will be reviewed for compliance and then forwarded to the Planning and Zoning Commission for consideration at a public hearing which is held monthly on the third Tuesday at 6:00pm in City Hall Laureate Center. All items listed above on the submittal checklist must be received at least one month prior to the next scheduled public hearing.

Action by Planning and Zoning Commission: After conducting a public hearing, the Commission may: deny the application; conduct an additional public hearing on the application; or approve the application with conditions.

Scope of Approval: An affirmative vote of three-fourths of the members present and not excused from voting, shall be necessary to approve a conditional rezoning request. The approval of a rezoning does not authorize development activity, but does authorize the application to apply for a final major site plan. Any final decision rendered by the Commission may be appealed within fifteen (15) days to the City Council.

By signing below I acknowledge that I have reviewed the Submittal Checklist and have included the required submittal items and reviewed them for completeness and accuracy. I also acknowledge that my application will be rejected if incomplete.

Applicant's Signature: David Nelson

Date: 8/3/2021



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350
planningapps@kannapolisnc.gov

CONDITIONAL ZONING MAP AMENDMENT APPLICATION

Approval authority – Planning and Zoning Commission

Applicant Contact Information

Name: Lennar Carolinas, LLC
Address: 6501 Carmel Road, Suite 425
Charlotte, NC 28226
Phone: 704-309-3288
Email: castlebaygroup@gmail.com

Property Owner Contact Information ☐ same as applicant

Name: Atlantic American Properties Inc.
Address: _____
Phone: _____
Email: _____

Project Information

Project Address: 1635 Cannon Farm Road
Parcel: See Attached List of Parcels # of parcels: 18 (Kannapolis) Approx. size of parcels: 466.12 (Kannapolis)
(attach separate list if necessary)

Current Zoning Designation: RM-1 - Residential Medium Dens Requested Zoning Designation: PUD-CZ - Planned Unit Developm

Reason for map amendment: Single Family Residential Development

Condition(s) proposed by the applicant (attach separate sheet if necessary): _____

By signing below, it is understood and acknowledged that if the property is conditionally rezoned as requested, the property involved in this request will be perpetually bound to the use(s) authorized and subject to such condition(s) as imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

David Nelson 8/3/2021
Applicant Signature Date

Property Owner Signature Date

For Staff Use Only:

Filing Fee: _____ Receipt #: _____
Case #: _____ Date Received: _____

Irish Creek – Lennar Carolinas LLC
Development Standards

Site Development Data

Acreage: 612.53 acres + 183.14 additional acres for Golf Club
Kannapolis Acreage: 466.12 acres
Landis Acreage: 146.41 acres

Tax Parcels Kannapolis: 245 163; 249 C094000001; 244 011;
142 049000001; 132 0130000001; 132 108; 244 169;
244 158; 131 202; 131 145; 131 07202; 131 144;
131 07201; 131 142; 131 143; 1410010000001;
1410010000002; 131 173

Landis: 132-0130000002; 132-0130000001

Existing Zoning RM-1 (Kannapolis)
R-8 (Landis)

Proposed Zoning PUD-CZ (Kannapolis)
SFR-2/ TNDO (Landis)

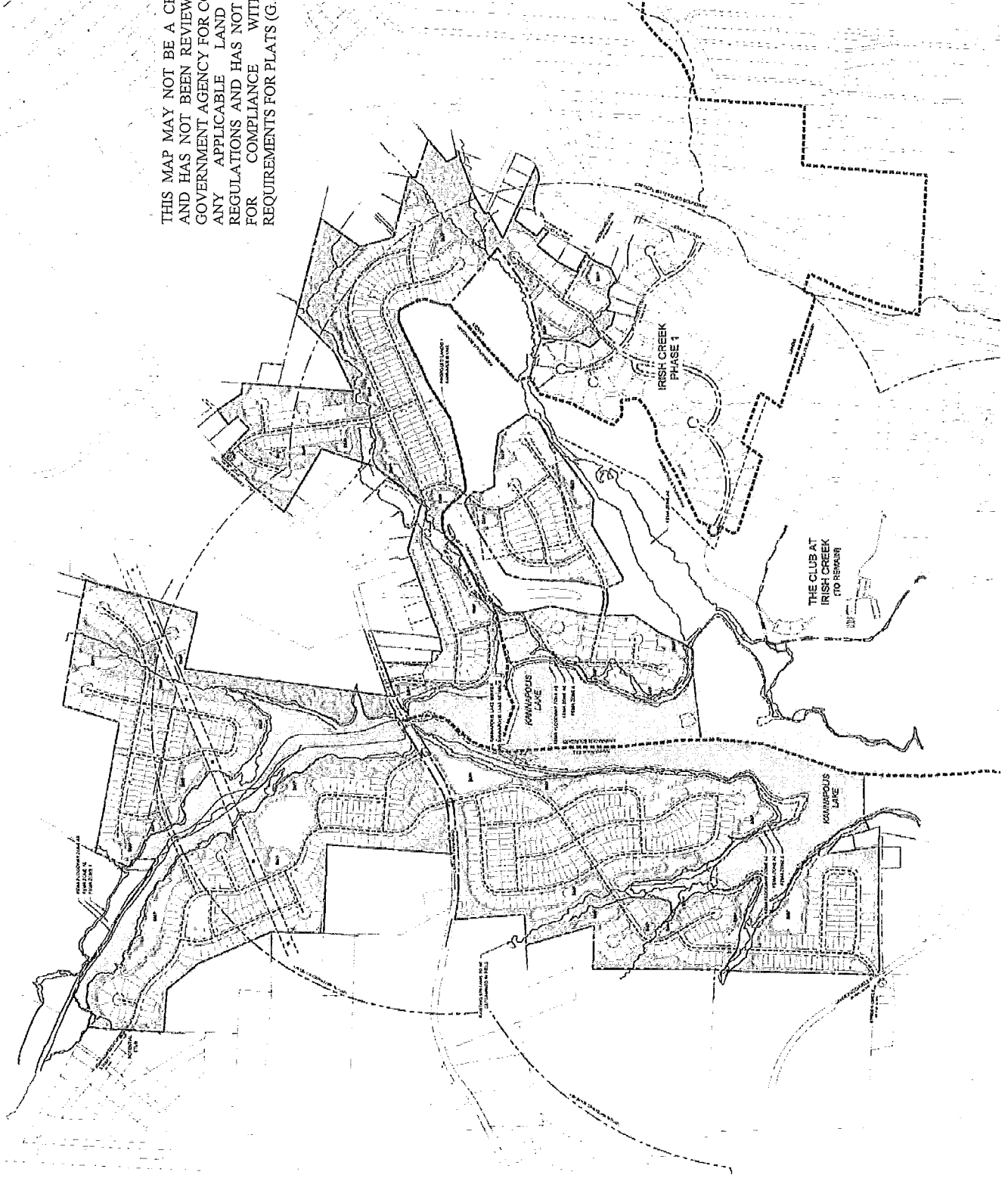
Existing Uses Golf Club; Vacant; Residential

Proposed Uses Golf Club; Single Family Residential

LEGEND

- PROPERTY LINE
- CONCRETE
- AS PAVED
- FINAL DRIVE
- FINAL DRIVE
- FINAL DRIVE
- FINAL DRIVE
- POTENTIAL ACCESS
- STREET NETWORK

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 FOR COMPLIANCE WITH RECORDING
 REQUIREMENTS FOR PLATS (G.S. 47-30)



NOT FOR CONSTRUCTION
 IRISH CREEK

NO.	DATE	DESCRIPTION
1	10/1/2010	ISSUED FOR PERMITTING
2	10/1/2010	ISSUED FOR PERMITTING
3	10/1/2010	ISSUED FOR PERMITTING
4	10/1/2010	ISSUED FOR PERMITTING
5	10/1/2010	ISSUED FOR PERMITTING
6	10/1/2010	ISSUED FOR PERMITTING
7	10/1/2010	ISSUED FOR PERMITTING
8	10/1/2010	ISSUED FOR PERMITTING
9	10/1/2010	ISSUED FOR PERMITTING
10	10/1/2010	ISSUED FOR PERMITTING

STREET NETWORK AND
 CONSTRUCTION PLAN

LEGEND

- PROPERTY LINE
- COUNTY LINE
- EL. CREEK
- CRITICAL WATERBOD
- FINAL ZONE 1
- FINAL ZONE 2
- FINAL FLOODWAY ZONE 1
- PROPOSED MAP
- POTENTIAL ACCESS

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IRISH CREEK

THE CLUB AT
IRISH CREEK
(TO REMAIN)

IRISH CREEK
PHASE 1

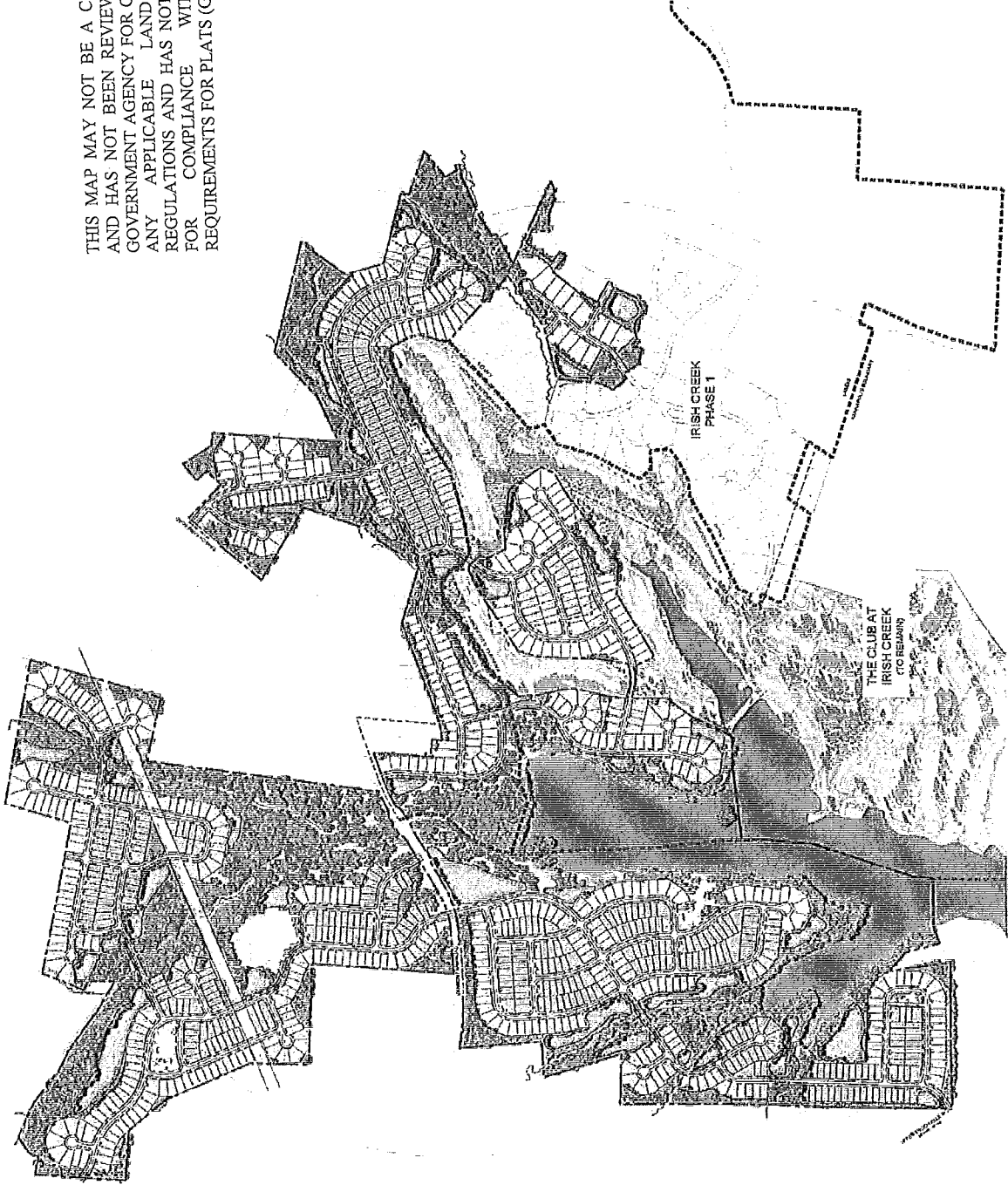
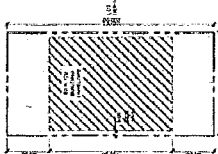
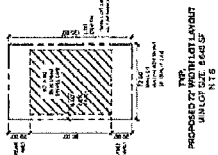
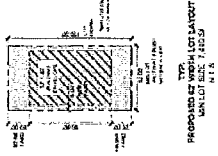
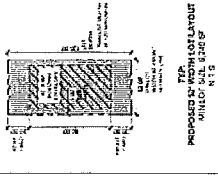
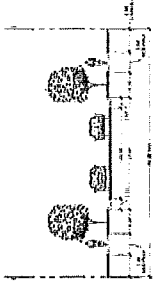
IRISH CREEK
PHASE 1

LOT BREAKDOWN

LOT TYPE	NUMBER OF LOTS
1.40 AC. TRACT 10 (1.40 AC. TRACT 10)	100
1.40 AC. TRACT 11 (1.40 AC. TRACT 11)	200
1.40 AC. TRACT 12 (1.40 AC. TRACT 12)	100
TOTAL	300
1.40 AC. TRACT 13 (1.40 AC. TRACT 13)	200
1.40 AC. TRACT 14 (1.40 AC. TRACT 14)	200
1.40 AC. TRACT 15 (1.40 AC. TRACT 15)	200
TOTAL	600
UNBUILT TOTAL	900

MUNICIPALITY	NUMBER OF LOTS
1.40 AC. TRACT 10 (1.40 AC. TRACT 10)	100
1.40 AC. TRACT 11 (1.40 AC. TRACT 11)	200
1.40 AC. TRACT 12 (1.40 AC. TRACT 12)	100
TOTAL	300
1.40 AC. TRACT 13 (1.40 AC. TRACT 13)	200
1.40 AC. TRACT 14 (1.40 AC. TRACT 14)	200
1.40 AC. TRACT 15 (1.40 AC. TRACT 15)	200
TOTAL	600

LOCAL RESIDENTIAL STREET
IN PART OF VINT



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IRISH CREEK

REVISION	DATE	BY	DESCRIPTION
1	10/1/00	LD	INITIAL LAYOUT
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IRISH CREEK

RZ-5

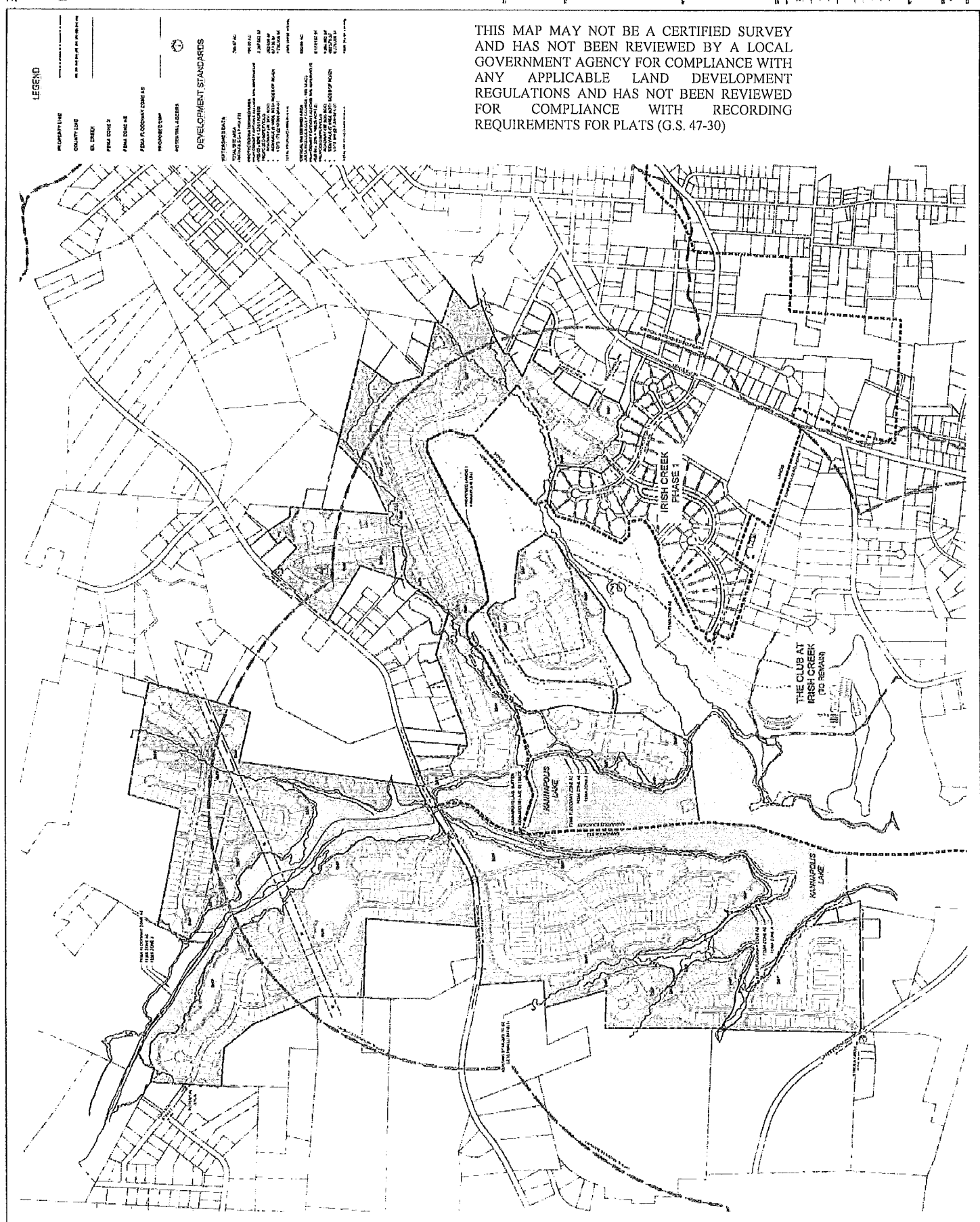


EXHIBIT E

Subdivision Plan



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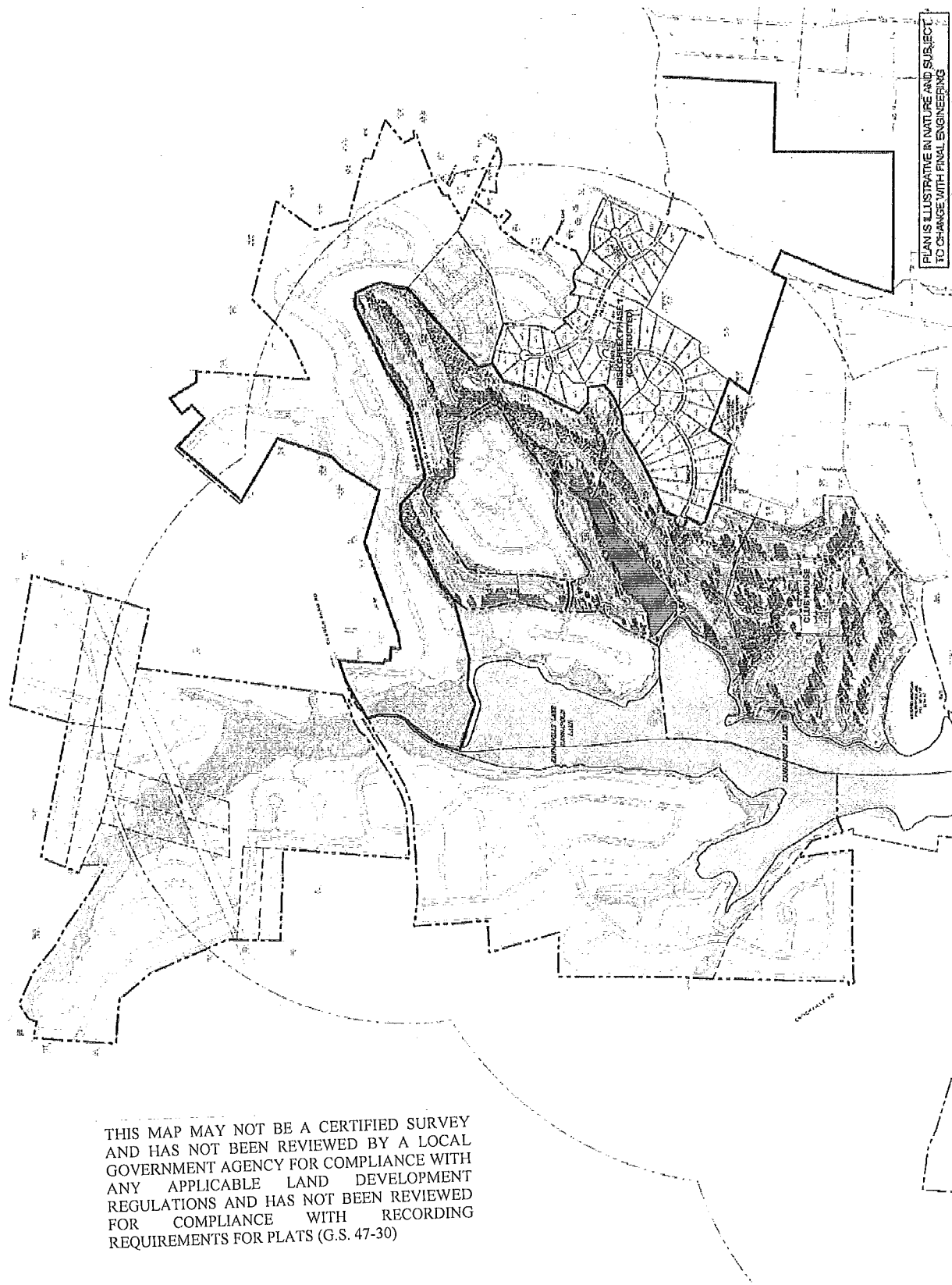


EXHIBIT F

Water and Sewer Plan

EXHIBIT G

Golf Club Property



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PLAN IS ILLUSTRATIVE IN NATURE AND SUBJECT
TO CHANGE WITH FINAL ENGINEERING



IRISH CREEK • KANNAPOLIS + LANDIS, NC • GOLF COURSE PROPERTY
FN 1023220 | 01.04.2005



LandDesign

EXHIBIT H

Transportation Improvement Plan



TRAFFIC IMPACT ANALYSIS

FOR

IRISH CREEK

LOCATED

IN

LANDIS / KANNAPOLIS, NORTH CAROLINA

Prepared For:

Shea Homes Carolina, LLC
10130 Perimeter Parkway, Suite 300
Charlotte, NC 28216

January 2025

DRMP Project No. 24040

Prepared By: CDS

Reviewed By: AE



**TRAFFIC IMPACT
ANALYSIS
FOR
IRISH CREEK
LOCATED IN
LANDIS / KANNAPOLIS, NC**



Prepared For:

Shea Homes Carolina, LLC
10130 Perimeter Parkway, Suite 300
Charlotte, NC 28216

Prepared By:

DRMP, Inc.
License #F-1524

TRAFFIC IMPACT ANALYSIS IRISH CREEK

Landis/Kannapolis, North Carolina

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed Irish Creek in accordance with the North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. The proposed Irish Creek development is to be located along Cannon Farm Road within the town/city limits of Landis and Kannapolis, North Carolina. The proposed development, anticipated to be completed in 2032, is assumed to consist of up to 745 single-family detached homes.

Access to the site is proposed via six (6) full access driveways along Cannon Farm Road and one along Enochville Road. An additional proposed access will form a fourth leg at the intersection of Irish Creek Drive and Tullymore Drive. Through scoping with NCDOT, it was determined that 300 homes could be constructed before off-site improvements would be required. Any turn lanes at driveways would be required when the driveway is constructed. For the purposes of this analysis, the TIA was analyzed assuming only one full build phase due to a good portion of the homes being constructed before improvements were required.

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the NCDOT, Town of Landis (Town), and the City of Kannapolis (City) and consists of the following existing intersections:

- Cannon Farm Road and W Rice Street
- Enochville Avenue and Saw Road
- Cannon Farm Road and Enochville Avenue
- Enochville Avenue and Enochville Road
- Enochville Avenue and West C Street
- Enochville Avenue and Tuskaseegee Road
- Tuskaseegee Road and Mooresville Road



- Dale Earnhardt Boulevard and Main Street
- West C Street and Loop Road
- West A Street and Loop Road
- West A Street and Irish Creek Drive

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed above, in February of 2024 during typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods. Traffic volumes were balanced between study intersections, where appropriate.

3. Future Traffic Conditions

Through coordination with the NCDOT, the Town, and the City, it was determined that an annual growth rate of 0% would be used to generate 2032 projected weekday AM and PM peak hour traffic volumes. No adjacent developments were identified to be included in the study.

Additionally, it was determined that the roadway improvements associated with the NCDOT State Transportation Improvement Program (STIP) W-5709E should be considered in this study. This STIP is expected to convert the intersection of Cannon Farm Road and W Rice Street to a one-lane roundabout prior to completion of the proposed development.

4. Site Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE Trip Generation Manual, 11.1 Edition. Table E-1 provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Detached Housing (210)	745 DU	6,402	116	347	413	243

To estimate traffic conditions with the site fully built-out, the total site trips were added to the 2024 existing traffic volumes to determine the 2032 build traffic volumes. Due to the

0% growth rate and no adjacent development trips to be considered, no-build analysis is only provided for the intersection of Cannon Farm Road and W Rice Street, where improvements are made by the STIP prior to the completion of the development. For the remaining intersections, the study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2024 Existing Traffic Conditions
- 2032 Build Traffic Conditions

5. Capacity Analysis Summary

Refer to Section 7 of the TIA for the capacity analysis summary performed at each study intersection.

6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

Improvements by NCDOT STIP W-5709E

STIP W-5709E is expected to convert the intersection of Cannon Farm Road and W Rice Street from a conventional all-way-stop-controlled intersection to a single lane roundabout. Construction, according to NCDOT's data, is expected to be constructed by the end of 2024.

Recommended Improvements by Developer

Through scoping with NCDOT, it was determined that 300 homes could be constructed before off-site improvements would be required. Any turn lanes at driveways would be required when the driveway is constructed.

Improvements required prior to the 300th certificate of occupancy

Cannon Farm Road and Site Access B/Site Access C

- Construct a Cannon Farm Road eastbound left turn lane with 75 feet of storage and the appropriate taper.
- Construct a Cannon Farm Road eastbound right turn lane with 50 feet of storage and the appropriate taper.
- Construct a Cannon Farm Road westbound left turn lane with 50 feet of storage and the appropriate taper.

- Construct a Cannon Farm Road westbound right turn lane with 75 feet of storage and the appropriate taper.
- Construct Site Access B with 100 feet of internal protected stem.
- Construct Site Access C with 100 feet of internal protected stem.

Cannon Farm Road and Site Access E

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.
- Construct a Cannon Farm Road westbound left turn lane with 50 feet of storage and the appropriate taper.

Cannon Farm Road and Enochville Avenue

- Monitor for traffic signal after 300th certificate of occupancy. Conduct signal warrant analysis of warrants 1, 2, and 7 of the Manual on Uniform Traffic Control Devices.
- Construct an Enochville Avenue southbound left turn lane with 100 feet of storage and the appropriate taper.
- Construct an Enochville Avenue northbound right turn lane with 100 feet of storage and the appropriate taper.

Enochville Avenue and West C Street

- Construct an Enochville Avenue northbound right turn lane with 100 feet of storage and the appropriate taper.

Improvements required prior to full build out of the site

Cannon Farm Road and Site Access A

- Construct a Cannon Farm Road eastbound right turn lane with 50 feet of storage and the appropriate taper.
- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.

Cannon Farm Road and Site Access D

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.

Cannon Farm Road and Site Access F

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.

Enochville Road and Site Access G

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius or taper with offset radius.
- Maintain 100 feet separation from existing gravel drive access.
- Align access across from Strider Circle.

Irish Creek Drive and Site Access H

- Construct a site access with 100 feet of internal protected stem.

Enochville Avenue and Enochville Road

- Construct an Enochville Avenue southbound left turn lane with 75 feet of storage and the appropriate taper.
- Construct an Enochville Road westbound right turn lane with 50 feet of storage and the appropriate taper.

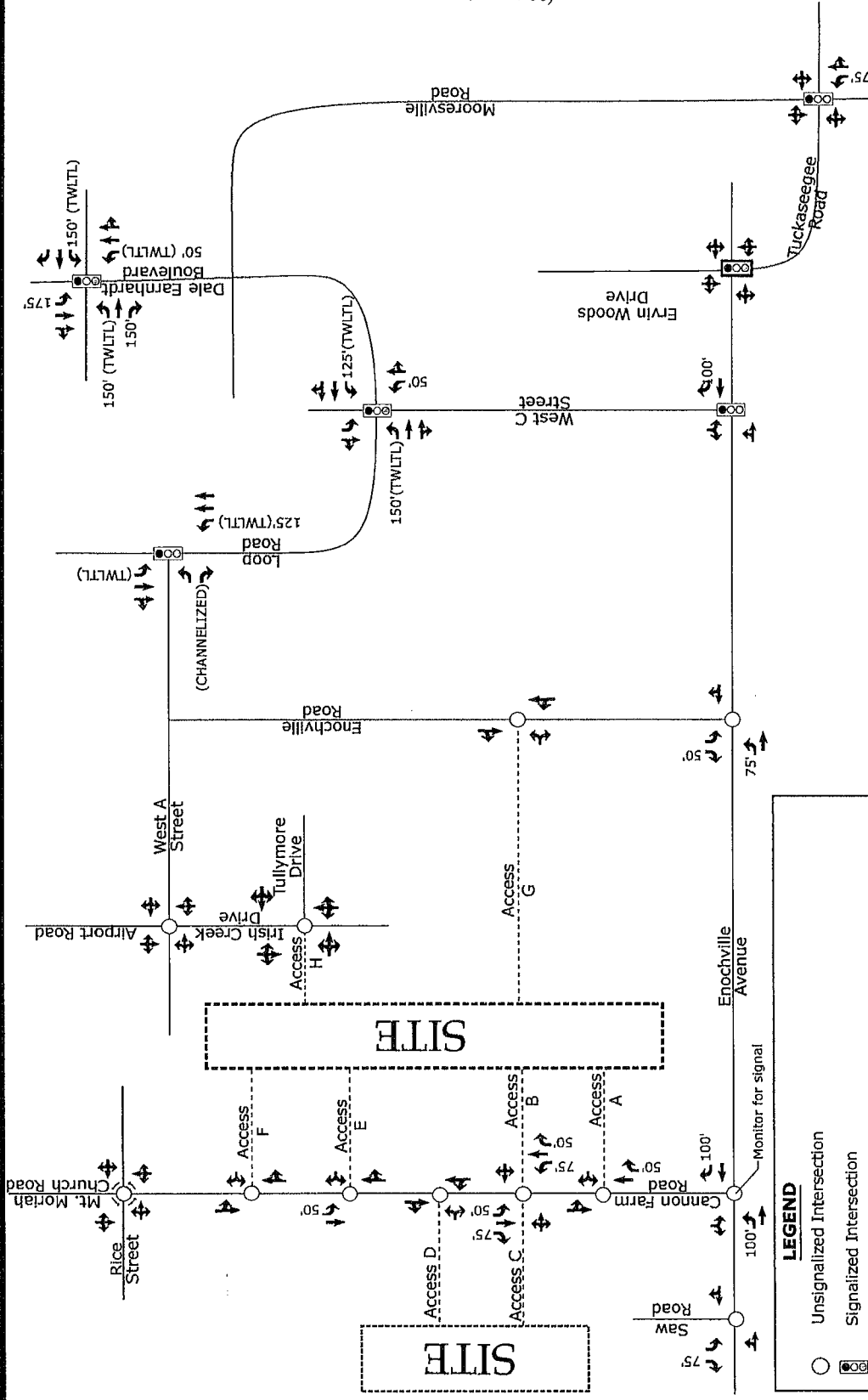
Enochville Avenue and Tuckaseegee Road

- Install a traffic signal.

Mooresville Road and Tuckaseegee Road

- Construct a Mooresville Road eastbound left turn lane with 75 feet of storage and the appropriate taper.

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LEGEND

- Unsignalized Intersection
- Signalized Intersection
- Existing Lane
- x' Storage (In Feet)
- ↑ Improvement by Developer prior to 300th Certificate of Occupancy
- ↑ Improvement by Developer prior to full build out of site



Irish Creek
Kannapolis/Landis, NC

Recommended Lane
Configurations

Scale: Not to Scale
Figure E-1

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Appendix N: Capacity Calculations – West A Street and Loop Road
Appendix O: Capacity Calculations – West A Street and Irish Creek Drive
Appendix P: Capacity Calculations – Cannon Farm Road and Site Access A
Appendix Q: Capacity Calculations – Cannon Farm Road and Site Access B/Site Access C
Appendix R: Capacity Calculations – Cannon Farm Road and Site Access D
Appendix S: Capacity Calculations – Cannon Farm Road and Site Access E
Appendix T: Capacity Calculations – Cannon Farm Road and Site Access F
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Appendix W: Turn Lane Warrants

TRAFFIC IMPACT ANALYSIS

IRISH CREEK LANDIS/KANNAPOLIS, NORTH CAROLINA

1. INTRODUCTION

The contents of this report present the findings of the Traffic Impact Analysis (TIA) conducted for the proposed Irish Creek development to be located along Cannon Farm Road within the town/city limits of Landis and Kannapolis, North Carolina. The purpose of this study is to determine the potential impacts to the surrounding transportation system created by traffic generated by the proposed development, as well as recommend improvements to mitigate the impacts.

The proposed development, anticipated to be completed in 2032, is assumed to consist of 745 single-family detached homes. The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2024 Existing Traffic Conditions
- 2032 Build Traffic Conditions

1.1. Site Location and Study Area

The development is proposed to be located along Cannon Farm Road within the town/city limits of Landis and Kannapolis, North Carolina. Refer to Figure 1 for the site location map.

Scoping documentation can be found in Appendix A. The study area for the TIA was determined through coordination with the North Carolina Department of Transportation (NCDOT), the Town of Landis (Town), and the City of Kannapolis (City) and consists of the following existing intersections:

- Cannon Farm Road and W Rice Street
- Enochville Avenue and Saw Road
- Cannon Farm Road and Enochville Avenue
- Enochville Avenue and Enochville Road
- Enochville Avenue and West C Street
- Enochville Avenue and Tuckaseegee Road
- Mooresville Road and Tuckaseegee Road

- Dale Earnhardt Boulevard and Main Street
- West C Street and Loop Road
- West A Street and Loop Road
- West A Street and Irish Creek Drive

1.2. Proposed Land Use and Site Access

The proposed development, anticipated to be completed in 2032, is assumed to consist of 745 single-family homes. Access to the site is proposed via six (6) full access driveways along Cannon Farm Road and one along Enochville Road. An additional proposed access will form a fourth leg at the intersection of Irish Creek Drive and Tullymore Drive. Refer to Figure 2 for a copy of the preliminary site plan.

1.3. Adjacent Land Uses

The proposed development is located in an area consisting primarily of undeveloped land and residential development.

1.4. Existing Roadways

Existing lane configurations (number of traffic lanes on each intersection approach), speed limits, storage capacities, and other intersection and roadway information within the study area are shown in Figure 3. Table 1 provides a summary of this information, as well.

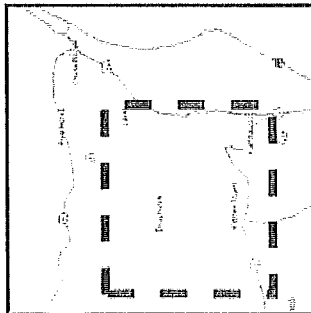
Table 1: Existing Roadway Inventory

Road Name	Route Number	Typical Cross Section	Speed Limit	AADT (vpd)
Cannon Farm Road	SR-1197	2-lane undivided	35/45 mph	2,800
W Rice Street	NC-153	2-lane undivided	45 mph	4,600
Enochville Avenue	SR-1351	2-lane undivided	45 mph	6,200

Table 1 (continued): Existing Roadway Inventory

Road Name	Route Number	Typical Cross Section	Speed Limit	AADT (vpd)
Saw Road	SR-1350	2-lane undivided	45 mph	4,000
Enochville Road	SR-1104	2-lane undivided	45 mph	1,800
West C Street	SR-1124	2-lane undivided	45 mph	7,100
Tuckaseegee Road	SR-1616	2-lane undivided	45 mph	4,100
Mooreville Road	NC-3	2-lane undivided	55 mph	7,400
Dale Earnhardt Boulevard	NC-3	4-lane divided	45 mph	14,500
Main Street	SR-1008	3-lane divided (TWLTL)	35 mph	6,600
Loop Road	SR-1691	5-lane divided (TWLTL)	35 mph	15,000
West A Street	SR-1913	2-lane undivided	35 mph	5,200
Irish Creek Drive	N/A	2-lane undivided	35 mph	280*

*ADT based on the traffic counts from 2024 and assuming the weekday PM peak hour volume is 10% of the average daily traffic.



- LEGEND**
- Study Intersection
 - Proposed Site Access
 - - - Study Area



Irish Creek
Kannapolis/Landis, NC

Site Location Map

Scale: Not to Scale Figure 1

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE WITH
ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS (G.S. 47-30)

DEVELOPMENT SUMMARY	
52' LOTS	233
65' LOTS	120
72' LOTS	46
75' LOTS	73
80' LOTS	93
90' LOTS	122
100' LOTS	58
	745 LOTS

LEGEND	
	BASEMENT LOT

GOLF VILLAGE (LANDS)	
72' LOTS	46 (21 BASEMENTS)
80' LOTS	46
80' LOTS	75 (15 BASEMENTS)
	+160 LOTS

GOLF ESTATES (KANNAPOLIS)	
80' LOTS	28
100' LOTS	58
	+86 LOTS

STREAMSIDE (KANNAPOLIS)	
52' LOTS	162
65' LOTS	70
75' LOTS	37
	+269 LOTS

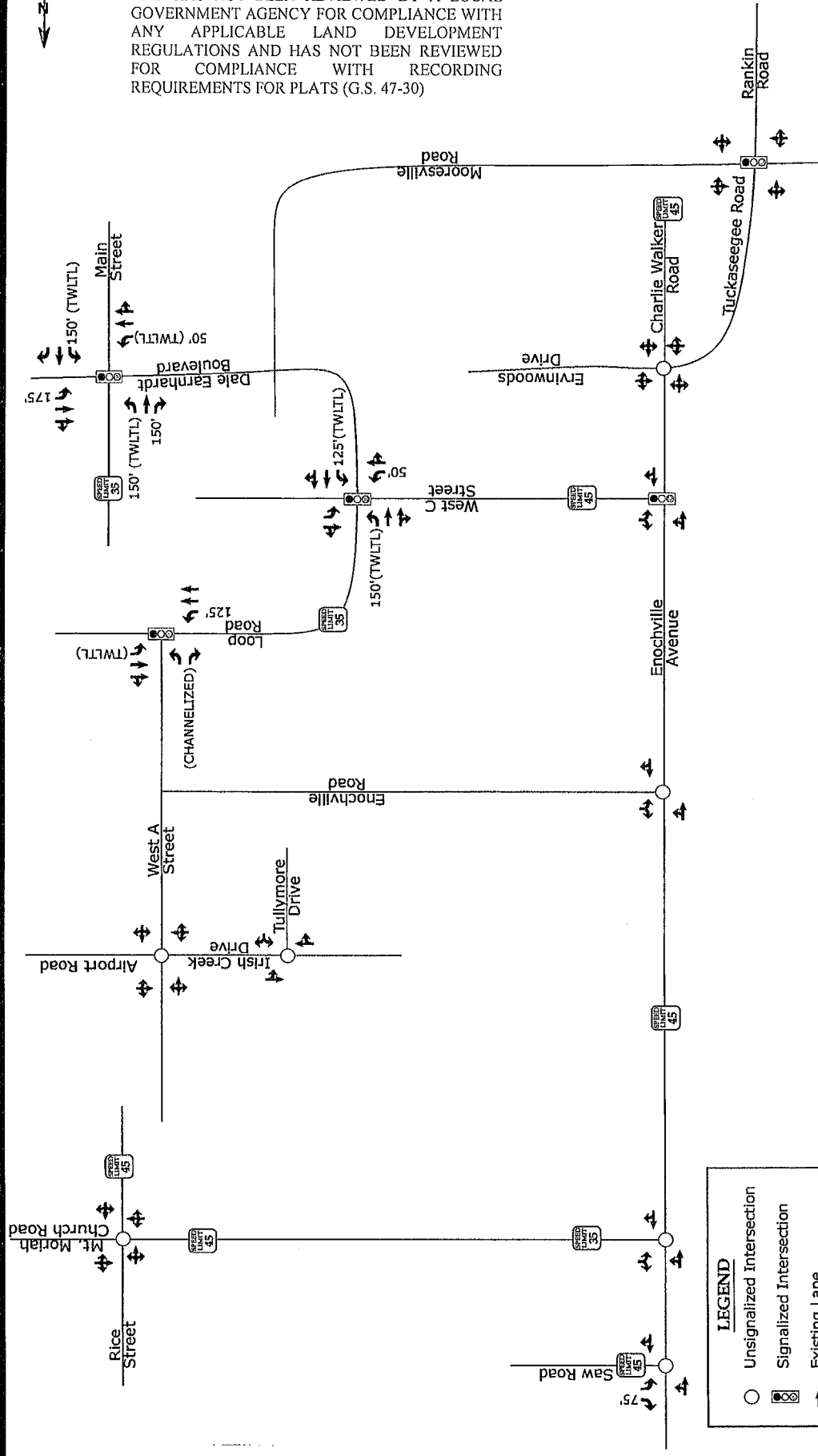
LAKE VILLAGE (KANNAPOLIS)	
52' LOTS	71
65' LOTS	50
75' LOTS	36
80' LOTS	17
90' LOTS	47
	+221 LOTS

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS (G.S. 47-30)



← 2 →

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REQUIREMENTS FOR PLATS (G.S. 47-30)



LEGEND

- Unsignalized Intersection
- Signalized Intersection
- Existing Lane
- x' Storage (In Feet)
- TWLTL Two-Way Left-Turn Lane
- Ⓢ Posted Speed Limit



DRMP

Irish Creek
Kannapolis/Landis, NC

2024 Existing
Lane Configurations

Scale: Not to Scale

Figure 3

2. 2024 EXISTING PEAK HOUR CONDITIONS

2.1. 2024 Existing Peak Hour Traffic Volumes

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed below, in February 2024 during typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods:

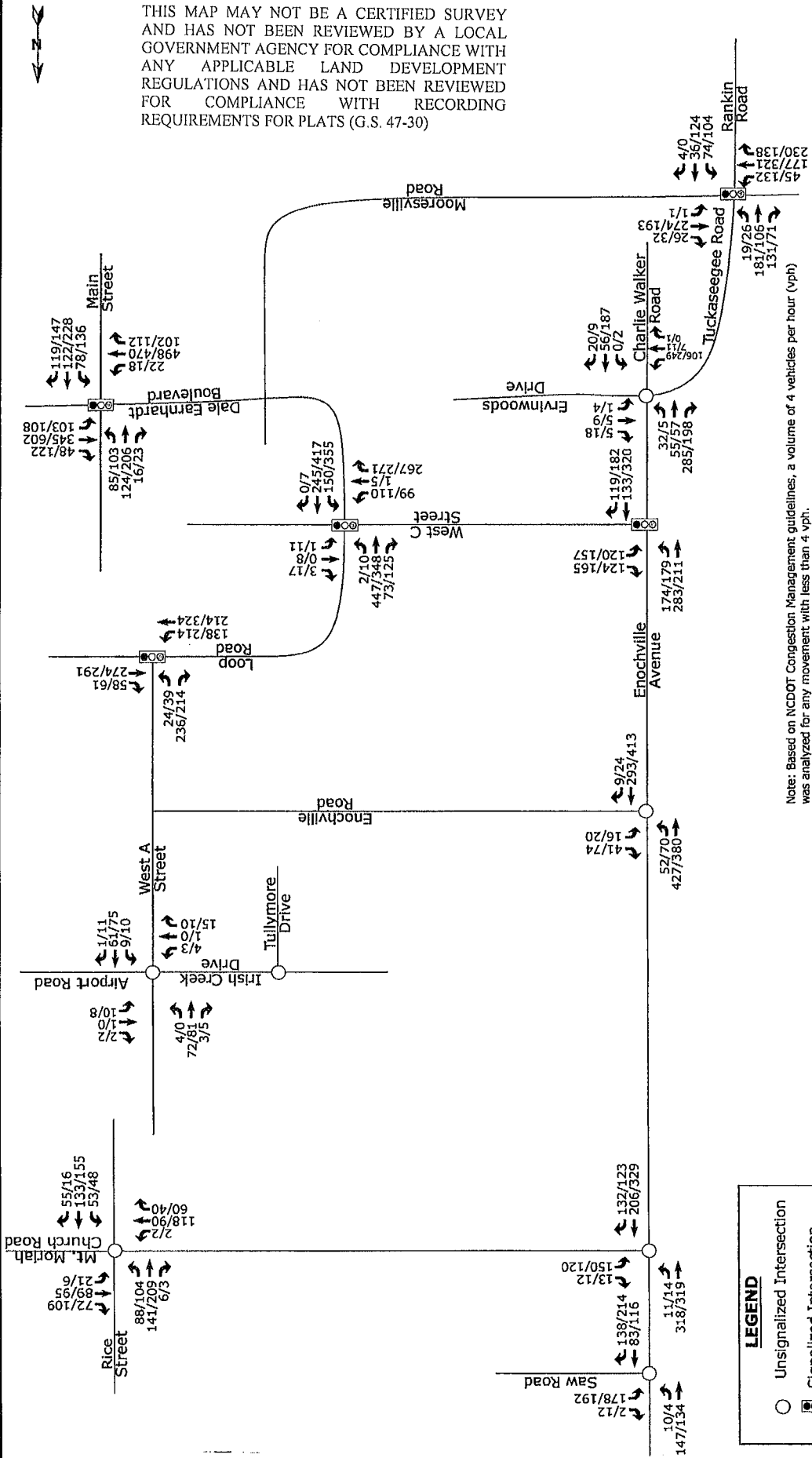
- Cannon Farm Road and W Rice Street
- Enochville Avenue and Saw Road
- Cannon Farm Road and Enochville Avenue
- Enochville Avenue and Enochville Road
- Enochville Avenue and West C Street
- Enochville Avenue and Tuckaseegee Road
- Mooresville Road and Tuckaseegee Road
- Dale Earnhardt Boulevard and Main Street
- West C Street and Loop Road
- West A Street and Loop Road
- West A Street and Irish Creek Drive

Weekday AM and PM traffic volumes were balanced between study intersections, where appropriate. Refer to Figure 4 for 2024 existing weekday AM and PM peak hour traffic volumes. A copy of the count data is located in Appendix B of this report.

2.2. Analysis of Existing Peak Hour Traffic Conditions

The 2024 existing weekday AM and PM peak hour traffic volumes were analyzed to determine the current levels of service at the study intersections under existing roadway conditions. Signal information was obtained from NCDOT and is included in Appendix C. The results of the analysis are presented in Section 7 of this report.

THIS MAP MAY NOT BE A CERTIFIED SURVEY
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GOVERNMENT AGENCY FOR COMPLIANCE WITH
ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS (G.S. 47-30)



Note: Based on NCDOT Congestion Management guidelines, a volume of 4 vehicles per hour (vph) was analyzed for any movement with less than 4 vph.



Irish Creek
Kannapolis/Landis, NC

2024 Existing
Peak Hour Traffic

Scale: Not to Scale
Figure 4

LEGEND

- Unsignalized Intersection
- ◻ Signalized Intersection
- Weekday AM / PM Peak
- X / Y → Hour Traffic

3. 2032 NO-BUILD PEAK HOUR CONDITIONS

In order to account for growth of traffic and subsequent traffic conditions at a future year, no-build traffic projections are needed. No-build traffic is the component of traffic due to the growth of the community and surrounding area that is anticipated to occur regardless of whether or not the proposed development is constructed. No-build traffic is comprised of existing traffic growth within the study area and additional traffic created as a result of adjacent approved developments.

3.1. Ambient Traffic Growth

Through coordination with the NCDOT, the Town, and the City, it was determined that no growth factor should be applied to the existing traffic counts to calculate projected peak hour traffic.

3.2. Adjacent Development Traffic

Based on coordination with the NCDOT, the Town, and the City, it was determined there were no adjacent developments to consider with this study.

3.3. Future Roadway Improvements

Based on coordination with the NCDOT, the Town, and the City, it was determined that the roadway improvements associated with the NCDOT State Transportation Improvement Program (STIP) W-5790E should be considered in this study. The STIP is expected to convert the intersection of Cannon Farm Road and W Rice Street from a conventional all-way-stop-controlled intersection to a single-lane roundabout prior to the completion of the proposed development.

The STIP W-5709E plans can be found in Appendix D.

3.4. 2032 No-Build Peak Hour Traffic Volumes

Since no growth or adjacent development traffic is expected to be added to the study area, no-build traffic volumes are expected to be consistent with existing traffic volumes.

3.5. Analysis of No-Build Peak Hour Traffic Conditions

Analysis of the 2032 no-build scenario was performed for the intersection of Cannon Farm Road and W Rice Street only. All other study intersections were assumed to have the same traffic conditions in 2032 as they do in 2024. The intersection of Cannon Farm Road and W Rice Street was modeled in the 2032 no-build scenario as a single-lane roundabout. Refer to Section 7 for the 2032 no-build analysis of this intersection.

4. SITE TRIP GENERATION AND DISTRIBUTION

4.1. Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the *ITE Trip Generation Manual*, 11.1 Edition. Table 2 provides a summary of the trip generation potential for the site.

Table 2: Trip Generation Summary

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
			Enter	Exit	Enter	Exit
Single Family Detached Housing (210)	745 DU	6,402	116	347	413	243

It is estimated that the proposed development will generate approximately 6,402 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 463 trips (116 entering and 347 exiting) will occur during the weekday AM peak hour and 656 trips (413 entering and 243 exiting) will occur during the weekday PM peak hour.

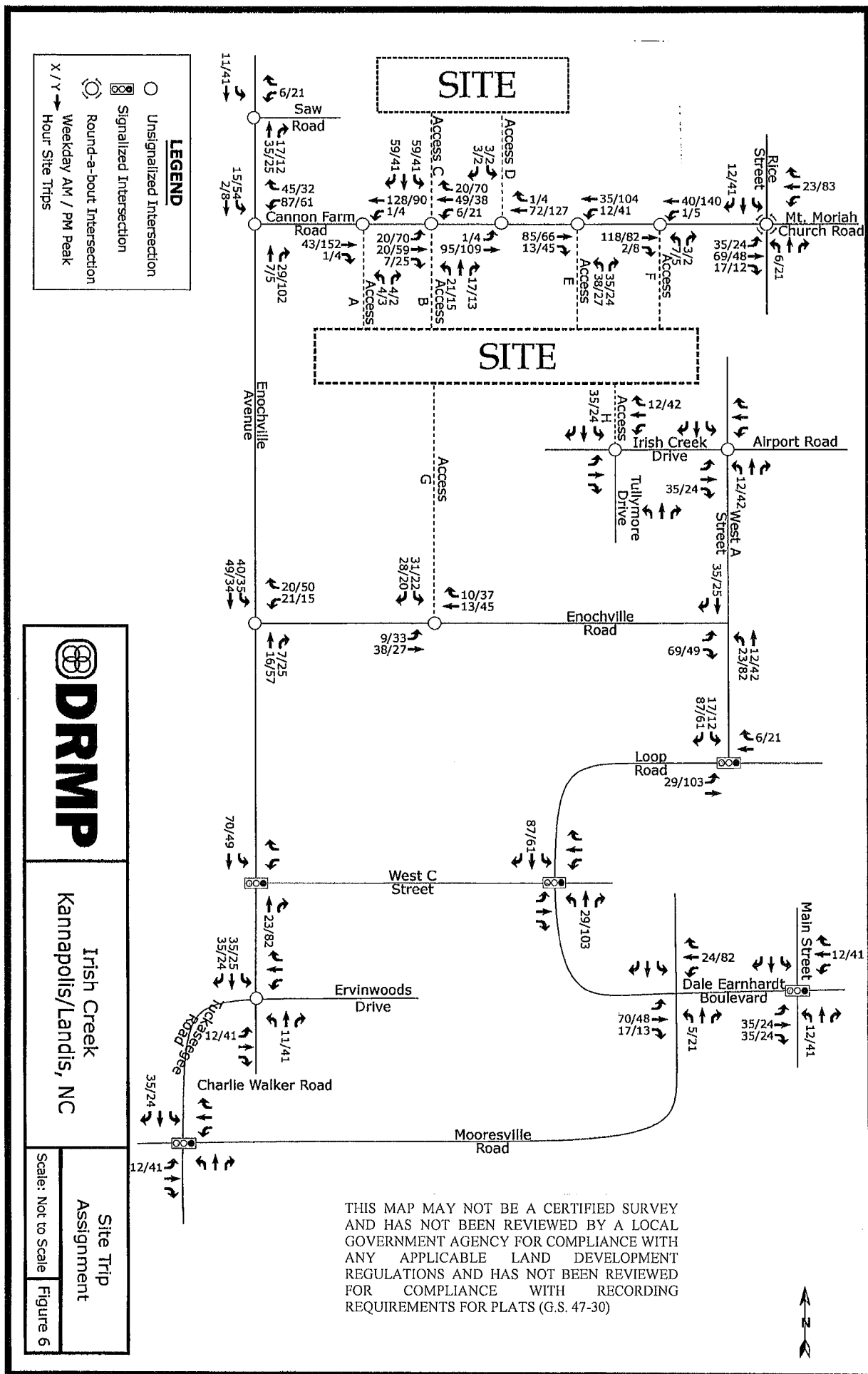
4.2. Site Trip Distribution and Assignment

Trip distribution percentages used in assigning site traffic for this development were estimated based on a combination of existing traffic patterns, population centers adjacent to the study area, and engineering judgment.

It is estimated that the site trips will be regionally distributed as follows:

- 20% to/from the east via Mount Moriah Church Road
- 15% to/from the south via Kannapolis Parkway
- 10% to/from the east via Dale Earnhardt Boulevard
- 10% to/from the south via Main Street
- 10% to/from the north via Enochville Avenue
- 10% to/from the north via W Rice Street
- 10% to/from the west via Mooresville Road
- 5% to/from the north via Saw Road
- 5% to/from the south via W Rice Street
- 5% to/from the east via Loop Road

The site trip distribution is shown in Figure 5. Refer to Figure 6 for the site trip assignment.



5. 2032 BUILD TRAFFIC CONDITIONS

5.1. 2032 Build Peak Hour Traffic Volumes

To estimate traffic conditions with the site fully built-out, the total site trips were added to the 2024 existing traffic volumes to determine the 2032 build traffic volumes. Refer to Figure 7 for an illustration of the 2032 build peak hour traffic volumes with the proposed site fully developed.

5.2. Analysis of 2032 Build Peak Hour Traffic Conditions

Study intersections were analyzed with the 2032 build traffic volumes using the same methodology previously discussed for existing and no-build traffic conditions. Intersections were analyzed with improvements necessary to accommodate future traffic volumes. The results of the capacity analysis for each intersection are presented in Section 7 of this report.

6. TRAFFIC ANALYSIS PROCEDURE

Study intersections were analyzed using the methodology outlined in the *Highway Capacity Manual* (HCM), 6th Edition published by the Transportation Research Board. Capacity and level of service are the design criteria for this traffic study. A computer software package, Synchro (Version 11.2), was used to complete the analyses for the study area intersections. Please note that the unsignalized capacity analysis does not provide an overall level of service for an intersection; only delay for an approach with a conflicting movement.

The HCM defines capacity as "the maximum hourly rate at which persons or vehicles can reasonably be expected to traverse a point or uniform section of a lane or roadway during a given time period under prevailing roadway, traffic, and control conditions." Level of service (LOS) is a term used to represent different driving conditions and is defined as a "qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and/or passengers." Level of service varies from Level "A" representing free flow, to Level "F" where breakdown conditions are evident. Refer to Table 3 for HCM levels of service and related average control delay per vehicle for both signalized and unsignalized intersections. Control delay as defined by the HCM includes "initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay". An average control delay of 50 seconds at a signalized intersection results in LOS "D" operation at the intersection.

Table 3: Highway Capacity Manual – Levels-of-Service and Delay

UNSIGNALIZED INTERSECTION		SIGNALIZED INTERSECTION	
LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)	LEVEL OF SERVICE	AVERAGE CONTROL DELAY PER VEHICLE (SECONDS)
A	0-10	A	0-10
B	10-15	B	10-20
C	15-25	C	20-35
D	25-35	D	35-55
E	35-50	E	55-80
F	>50	F	>80

6.1. Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to the NCDOT Congestion Management Guidelines.

7. CAPACITY ANALYSIS

As previously mentioned, the Intersection of Cannon Farm Road and W Rice Street was analyzed under 2024 existing, 2032 no-build, and 2032 build conditions. The following study intersections were analyzed under 2024 existing and 2032 build conditions:

- Enochville Avenue and Saw Road
- Cannon Farm Road and Enochville Avenue
- Enochville Avenue and Enochville Road
- Enochville Avenue and West C Street
- Enochville Avenue and Tuskaseegee Road
- Tuckaseegee Road and Mooresville Road
- Dale Earnhardt Boulevard and Main Street
- West C Street and Loop Road
- West A Street and Loop Road
- West A Street and Irish Creek Drive

All proposed site driveways were analyzed under 2032 build traffic conditions, apart from the intersection of Irish Creek Drive and Site Access H. Traffic counts were not recorded at this location as the access is proposed to have internal connectivity. Refer to Tables 4-20 for a summary of capacity analysis results. Refer to Appendices E-W for the Synchro capacity analysis reports, turn lane warrants, and SimTraffic queueing reports.

7.1. Cannon Farm Road and W Rice Street

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 4: Analysis Summary of
Cannon Farm Road and W Rice Street**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	EB	1 LT-TH-RT	B (11) ¹	B (12)	B (11) ¹	B (13)
	WB	1 LT-TH-RT	B (11) ¹		B (12) ¹	
	NB	1 LT-TH-RT	B (12) ¹		B (12) ¹	
	SB	1 LT-TH-RT	B (12) ¹		B (15) ¹	
2032 No-Build ²	EB	1 LT-TH-RT	A (5)	A (5)	A (5)	A (6)
	WB	1 LT-TH-RT	A (5)		A (5)	
	NB	1 LT-TH-RT	A (6)		A (6)	
	SB	1 LT-TH-RT	A (5)		A (6)	
2032 Build ²	EB	1 LT-TH-RT	A (7)	A (6)	A (7)	A (7)
	WB	1 LT-TH-RT	A (6)		A (7)	
	NB	1 LT-TH-RT	A (7)		A (6)	
	SB	1 LT-TH-RT	A (6)		A (8)	

1. Level of service for all-way-stop approach.

2. STIP improvements to intersection; LOS reported for each approach of roundabout.

Capacity analysis of existing conditions indicates that all approaches and the overall intersection are expected to operate at LOS B during the AM and PM peak hours. No significant queuing occurs at the intersection.

Under no-build conditions, a single-lane roundabout is expected to be constructed prior to completion of the proposed development. Capacity analysis of future conditions indicates that all approaches and the intersection are expected to operate at LOS A during the AM and PM peak hours. No significant queuing is expected.

Due to acceptable operations at the intersection and insignificant queuing, no improvements are recommended by the developer.

7.2. Enochville Avenue and Saw Road

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 5: Analysis Summary of
Enochville Avenue and Saw Road**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	WB	1 LT, 1 RT	B (13) ²	N/A	B (14) ²	N/A
	NB	1 TH-RT	--		--	
	SB	1 LT-TH	A (8) ¹		A (8) ¹	
2032 Build	WB	1 LT, 1 RT	B (14) ²	N/A	C (16) ²	N/A
	NB	1 TH-RT	--		--	
	SB	1 LT-TH	A (8) ¹		A (8) ¹	

1. Level of service for major-street left-turn movement.

2. Level of service for minor-street approach.

Capacity analysis of all traffic conditions indicates the major-street left-turn movement and minor street approach are expected to operate at LOS C or better during the AM and PM peak hours. No significant queuing is expected at the intersection.

Due to acceptable operations and insignificant queuing, no improvements are recommended by the developer.

7.3. Cannon Farm Road and Enochville Avenue

Refer to Table 6 for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

Capacity analysis of existing traffic conditions indicates the major-street left-turn movement and minor-street approach are expected to operate at LOS C or better during the AM and PM peak hours. No significant queuing occurs at the intersection.

Under build conditions, the minor-street approach is expected to degrade to LOS E and F. Significant queuing is expected along the minor street.

Improvements to mitigate development impacts were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to the 300th certificate of occupancy:

- Monitor for traffic signal after 300th certificate of occupancy. Conduct signal warrant analysis of warrants 1, 2, and 7 of the Manual on Uniform Traffic Control Devices.
- Construct an Enochville Avenue southbound left turn lane with 100 feet of storage and the appropriate taper.
- Construct an Enochville Avenue northbound right turn lane with 100 feet of storage and the appropriate taper.

**Table 6: Analysis Summary of
Cannon Farm Road and Enochville Avenue**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	WB NB SB	1 LT-RT 1 TH-RT 1 LT-TH	C (20) ² -- A (8) ¹	N/A	C (22) ² -- A (8) ¹	N/A
2032 Build	WB NB SB	1 LT-RT 1 TH-RT 1 LT-TH	E (40) ² -- A (8) ¹	N/A	F (78) ² -- A (9) ¹	N/A
2032 Build Improvements	WB NB SB	1 LT-RT 1 TH, 1 RT 1 LT, 1 TH	B (19) B (11) B (13)	B (14)	C (23) B (13) B (13)	B (15)

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

7.4. Enochville Avenue and Enochville Road

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 7: Analysis Summary of
Enochville Avenue and Enochville Road**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	WB NB SB	1 LT-RT 1 TH-RT 1 LT-TH	B (13) ² -- A (8) ¹	N/A	C (16) ² -- A (9) ¹	N/A
2032 Build	WB NB SB	1 LT-RT 1 TH-RT 1 LT-TH	C (19) ² -- A (8) ¹	N/A	C (25) ² -- A (9) ¹	N/A
2032 Build Improvements	WB NB SB	1 LT, 1 RT 1 TH-RT 1 LT, 1 TH	C (16) ² -- A (8) ¹	N/A	C (18) ² -- A (9) ¹	N/A

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of all traffic conditions indicates the major-street left-turn and minor-street approach are expected to operate at LOS C or better during the AM and PM peak hours. No significant queuing is expected at the intersection.

Improvements to mitigate development impacts were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to full build out of the site:

- Construct an Enochville Avenue southbound left turn lane with 75 feet of storage and the appropriate taper.
- Construct an Enochville Road westbound right turn lane with 50 feet of storage and the appropriate taper.

7.5. Enochville Avenue and West C Street

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 8: Analysis Summary of
Enochville Avenue and West C Street**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	WB NB SB	1 LT-RT 1 TH-RT 1 LT-TH	C (30) A (8) B (13)	B (16)	D (41) B (12) C (30)	C (26)
2032 Build	WB NB SB	1 LT-RT 1 TH-RT 1 LT-TH	D (36) A (7) B (14)	B (17)	E (66) B (11) C (27)	C (29)
2032 Build Improvements	WB NB SB	1 LT-RT 1 TH, 1 RT 1 LT-TH	C (31) A (4) B (13)	B (15)	D (36) A (8) C (26)	C (20)

Capacity analysis of all traffic conditions indicates the intersection is expected to operate at LOS D or better during the AM and PM peak hours. Significant queuing is expected at the intersection.

Improvements to mitigate development impacts were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to the 300th certificate of occupancy:

- Construct an Enochville Avenue northbound right turn lane with 100 feet of storage and the appropriate taper.

7.6. Enochville Avenue and Tuckaseegee Road

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 9: Analysis Summary of
Enochville Avenue and Tuckaseegee Road**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	EB	1 LT-TH-RT	B (13) ²	N/A	C (20) ²	N/A
	WB	1 LT-TH-RT	B (11) ²		B (11) ²	
	NB	1 LT-TH-RT	A (8) ¹		A (8) ¹	
	SB	1 LT-TH-RT	A (7) ¹		A (8) ¹	
2032 Build	EB	1 LT-TH-RT	C (15) ²	N/A	D (33) ²	N/A
	WB	1 LT-TH-RT	B (12) ²		B (12) ²	
	NB	1 LT-TH-RT	A (8) ¹		A (8) ¹	
	SB	1 LT-TH-RT	A (8) ¹		A (8) ¹	
2032 Build Improvements	EB	1 LT-TH-RT	B (19)	B (13)	C (21)	B (20)
	WB	1 LT-TH-RT	C (22)		C (28)	
	NB	1 LT-TH-RT	A (8)		B (17)	
	SB	1 LT-TH-RT	B (12)		C (20)	

1. Level of service for major-street left-turn movement.

2. Level of service for minor-street approach.

Capacity analysis of all traffic conditions indicates the major-street left-turn movements and minor-street approaches are expected to operate at LOS C or better without the proposed development trips added. The 2032 build scenarios resulted in impacts to LOS and delay on the eastbound Tuckaseegee Road approach during the PM peak hour.

Improvements to mitigate development impacts were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to full build out of the site:

- Install a traffic signal.

7.7. Mooresville Road and Tuckaseegee Road

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 10: Analysis Summary of
Mooresville Road and Tuckaseegee Road**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	EB	1 LT-TH-RT	B (14)	B (19)	B (20)	C (25)
	WB	1 LT-TH-RT	B (10)		A (10)	
	NB	1 LT-TH-RT	C (27)		D (47)	
	SB	1 LT-TH-RT	C (31)		C (34)	
2032 Build	EB	1 LT-TH-RT	B (17)	C (21)	C (24)	C (29)
	WB	1 LT-TH-RT	B (12)		B (10)	
	NB	1 LT-TH-RT	C (27)		D (54)	
	SB	1 LT-TH-RT	C (32)		D (38)	
2032 Build Improvements	EB	1 LT, 1 TH-RT	B (16)	B (18)	B (14)	B (18)
	WB	1 LT-TH-RT	B (13)		B (10)	
	NB	1 LT-TH-RT	C (21)		C (32)	
	SB	1 LT-TH-RT	C (26)		C (25)	

Capacity analysis of all traffic conditions indicates the intersection is expected to operate at LOS D or better during the AM and PM peak hours. The proposed development would increase queues on Mooresville Road. Improvements to mitigate development impacts were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to full build out of the site:

- Construct a Mooresville Road eastbound left turn lane with 75 feet of storage and the appropriate taper.

7.8. Dale Earnhardt Boulevard and Main Street

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 11: Analysis Summary of
Dale Earnhardt Boulevard and Main Street**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	EB	1 LT, 1 TH, 1 TH-RT	B (13)	C (22)	D (37)	C (34)
	WB	1 LT, 1 TH, 1 TH-RT	C (21)		C (27)	
	NB	1 LT, 1 TH, 1 RT	C (31)		D (37)	
	SB	1 LT, 1 TH, 1 RT	D (37)		D (44)	
2032 Build	EB	1 LT, 1 TH, 1 TH-RT	B (14)	C (22)	D (35)	C (35)
	WB	1 LT, 1 TH, 1 TH-RT	C (21)		C (28)	
	NB	1 LT, 1 TH, 1 RT	C (31)		D (39)	
	SB	1 LT, 1 TH, 1 RT	D (37)		D (43)	

Capacity analysis of all traffic conditions indicates the intersection is expected to operate at LOS C during the AM and PM peak hours. No significant queuing is expected at the intersection.

Due to acceptable operations and insignificant queuing, no improvements are recommended by the developer.

7.9. W C Street and Loop Road

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 12: Analysis Summary of
W C Street and Loop Road**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	EB	1 LT, 1 TH-RT	C (35)	B (17)	D (44)	C (22)
	WB	1 LT, 1 TH-RT	C (23)		C (25)	
	NB	1 LT, 1 TH, 1 TH-RT	A (5)		B (14)	
	SB	1 LT, 1 TH, 1 TH-RT	B (14)		B (18)	
2032 Build	EB	1 LT, 1 TH-RT	D (37)	C (20)	D (45)	C (27)
	WB	1 LT, 1 TH-RT	C (24)		C (25)	
	NB	1 LT, 1 TH, 1 TH-RT	B (11)		C (22)	
	SB	1 LT, 1 TH, 1 TH-RT	B (17)		C (22)	

Capacity analysis of all traffic conditions indicates the intersection is expected to operate at LOS C during the AM and PM peak hours. Spillback occurs on the eastbound West C Street and northbound Dale Earnhardt Boulevard left turn lanes. The proposed development would result in similar queues. No improvements are recommended by the developer.

7.10. W A Street and Loop Road

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 13: Analysis Summary of
W A Street and Loop Road**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	EB	1 LT, 1 RT	A (4)	A (4)	A (7)	A (6)
	NB	1 LT, 2 TH	A (2)		A (2)	
	SB	1 TH, 1 TH-RT	A (8)		B (11)	
2032 Build	EB	1 LT, 1 RT	A (4)	A (6)	A (7)	A (7)
	NB	1 LT, 2 TH	A (4)		A (4)	
	SB	1 TH, 1 TH-RT	A (9)		B (12)	

Capacity analysis of all traffic conditions indicates the intersection is expected to operate at LOS C during the AM and PM peak hours. No significant queuing is expected at the intersection. Delays are expected to increase from existing to build due to the left turns being phased as protected-only turns. Under field conditions, the major-street left turns would be phased as permitted-protected.

Due to acceptable operations and insignificant queuing, no improvements are recommended by the developer.

7.11. W A Street and Irish Creek Drive

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 14: Analysis Summary of
W A Street and Irish Creek Drive**

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2024 Existing	EB	1 LT-TH-RT	A (9) ²	N/A	A (10) ²	N/A
	WB	1 LT-TH-RT	A (10) ²		A (10) ²	
	NB	1 LT-TH-RT	A (7) ¹		A (7) ¹	
	SB	1 LT-TH-RT	A (7) ¹		A (7) ¹	
2032 Build	EB	1 LT-TH-RT	A (9) ²	N/A	A (9) ²	N/A
	WB	1 LT-TH-RT	B (10) ²		B (11) ²	
	NB	1 LT-TH-RT	A (7) ¹		A (8) ¹	
	SB	1 LT-TH-RT	A (7) ¹		A (7) ¹	

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of all traffic conditions indicates the major-street left-turn movements and minor-street approaches are expected to operate at LOS B or better during the AM and PM peak hours. No significant queuing is expected at the intersection.

Due to acceptable operations and insignificant queuing, no improvements are recommended by the developer.

7.12. Cannon Farm Road and Site Access A

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 15: Analysis Summary of
Cannon Farm Road and Site Access A**

ANALYSIS SCENARIO	APPROACH	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2032 Build	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A (8) ¹ B (11) ²	N/A	-- A (8) ¹ B (11) ²	N/A
2032 Build Improvements	EB WB NB	1 TH, 1 RT 1 LT-TH 1 LT-RT	-- A (8) ¹ B (11) ²	N/A	-- A (8) ¹ B (11) ²	N/A

Improvements/modifications to lane configurations by developer shown in bold.

1. Level of service for major-street left-turn movement.

2. Level of service for minor-street approach.

Capacity analysis of build traffic conditions indicates the major-street left-turn movement and minor-street approach are expected to operate at LOS B or better during the AM and PM peak hours. No significant queuing is expected at the intersection.

Turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. Turn lanes are not warranted at the access.

Improvements were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to full build out of the site:

- Construct a Cannon Farm Road eastbound right turn lane with 50 feet of storage and the appropriate taper.
- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.

7.13. Cannon Farm Road and Site Access B/Site Access C

Refer to Table 16 for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

Capacity analysis of build traffic conditions indicates the major-street left-turn movements and minor-street approaches are expected to operate at LOS B or better during the AM and PM peak hours. No significant queuing is expected at the intersection.

Turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. An eastbound left turn lane with 75 feet of storage is warranted and recommended to be installed by the developer

Improvements were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to the 300th certificate of occupancy:

- Construct a Cannon Farm Road eastbound left turn lane with 75 feet of storage and the appropriate taper.
- Construct a Cannon Farm Road eastbound right turn lane with 50 feet of storage and the appropriate taper.
- Construct a Cannon Farm Road westbound left turn lane with 50 feet of storage and the appropriate taper.
- Construct a Cannon Farm Road westbound right turn lane with 75 feet of storage and the appropriate taper.
- Construct Site Access B with 100 feet of internal protected stem.
- Construct Site Access C with 100 feet of internal protected stem.

**Table 16: Analysis Summary of
Cannon Farm Road and Site Access B/Site Access C**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2032 Build	EB	1 LT, 1 TH-RT	A (8) ¹	N/A	A (8) ¹	N/A
	WB	1 LT-TH-RT	A (8) ¹		A (8) ¹	
	NB	1 LT-TH-RT	B (12) ²		B (14) ²	
	SB	1 LT-TH-RT	B (13) ²		B (15) ²	
2032 Build Improvements	EB	1 LT, 1 TH, 1 RT	A (8) ¹	N/A	A (8) ¹	N/A
	WB	1 LT, 1 TH, 1 RT	A (8) ¹		A (8) ¹	
	NB	1 LT-TH-RT	B (12) ²		B (14) ²	
	SB	1 LT-TH-RT	B (13) ²		B (14) ²	

Improvements/modifications to lane configurations by developer shown in bold.

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

7.14. Cannon Farm Road and Site Access D

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 17: Analysis Summary of
Cannon Farm Road and Site Access D**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2032 Build	EB WB SB	1 LT-TH 1 TH-RT 1 LT-RT	A (8) ¹ -- B (11) ²	N/A	A (8) ¹ -- B (11) ²	N/A

Improvements/modifications to lane configurations by developer shown in bold.

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of build traffic conditions indicates the major-street left-turn movement and minor-street approach are expected to operate at LOS B or better during the AM and PM peak hours. No significant queuing is expected at the intersection.

Turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. Turn lanes are not warranted at the access.

Improvements were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to full build out of the site:

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.

7.15. Cannon Farm Road and Site Access E

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 18: Analysis Summary of
Cannon Farm Road and Site Access E**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2032 Build	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A (8) ¹ B (12) ²	N/A	-- A (8) ¹ B (12) ²	N/A
2032 Build Improvements	EB WB NB	1 TH-RT 1 LT, 1 TH 1 LT-RT	-- A (8) ¹ B (12) ²	N/A	-- A (8) ¹ B (12) ²	N/A

Improvements/modifications to lane configurations by developer shown in bold.

1. Level of service for major-street left-turn movement.

2. Level of service for minor-street approach.

Capacity analysis of build traffic conditions indicates the major-street left-turn movement and minor-street approach are expected to operate at LOS B or better during the AM and PM peak hours. No significant queuing is expected at the intersection.

Turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. Turn lanes are not warranted at the access.

Improvements were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to the 300th certificate of occupancy:

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.
- Construct a Cannon Farm Road westbound left turn lane with 50 feet of storage and the appropriate taper.

7.16. Cannon Farm Road and Site Access F

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 19: Analysis Summary of
Cannon Farm Road and Site Access F**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2032 Build	EB WB NB	1 TH-RT 1 LT-TH 1 LT-RT	-- A (8) ¹ B (11) ²	N/A	-- A (8) ¹ B (11) ²	N/A

Improvements/modifications to lane configurations by developer shown in bold.

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of build traffic conditions indicates the major-street left-turn movement and minor-street approach are expected to operate at LOS B or better during the AM and PM peak hours. No significant queuing is expected at the intersection.

Turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. Turn lanes are not warranted at the access.

Improvements were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to full build out of the site:

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.

7.17. Enochville Road and Site Access G

Refer to the table below for a summary of the capacity analysis of the subject intersection during the analysis scenarios.

**Table 20: Analysis Summary of
Enochville Road and Site Access G**

ANALYSIS SCENARIO	A P P R O A C H	LANE CONFIGURATIONS	WEEKDAY AM PEAK HOUR LEVEL OF SERVICE		WEEKDAY PM PEAK HOUR LEVEL OF SERVICE	
			Approach	Overall (seconds)	Approach	Overall (seconds)
2032 Build	EB WB SB	1 LT-TH 1 TH-RT 1 LT-RT	A (7) ¹ -- A (10) ²	N/A	A (8) ¹ -- B (11) ²	N/A

Improvements/modifications to lane configurations by developer shown in bold.

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of build traffic conditions indicates the major-street left-turn movement and minor-street approach are expected to operate at LOS B or better during the AM and PM peak hours. No significant queuing is expected at the intersection.

Turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. Turn lanes are not warranted at the access.

Improvements were coordinated with NCDOT and the City of Kannapolis. It was agreed the following improvements would be required prior to full build out of the site:

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius or taper with offset radius.
- Maintain 100 feet separation from existing gravel drive access.
- Align access across from Strider Circle.

8. CONCLUSIONS

This Traffic Impact Analysis was conducted to determine the potential traffic impacts of the Irish Creek development to be located along Cannon Farm Road within the town/city limits of Landis and Kannapolis, North Carolina. The proposed development, anticipated to be completed in 2032, is assumed to consist of 745 single-family detached homes. Access to the site is proposed via six (6) full access driveways along Cannon Farm Road and one along Enochville Road. An additional proposed access will form a fourth leg at the intersection of Irish Creek Drive and Tullymore Drive.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2024 Existing Traffic Conditions
- 2032 Build Traffic Conditions

Trip Generation

It is estimated that the proposed development will generate approximately 6,402 total site trips on the roadway network during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 463 trips (116 entering and 347 exiting) will occur during the weekday AM peak hour and 656 trips (413 entering and 243 exiting) will occur during the weekday PM peak hour.

Adjustments to Analysis Guidelines

Capacity analysis at all study intersections was completed according to NCDOT Congestion Management Guidelines. Refer to section 6.1 of this report for a detailed description of any adjustments to these guidelines made throughout the analysis.

9. RECOMMENDATIONS

Based on the findings of this study, specific geometric improvements have been identified and are recommended to accommodate future traffic conditions. See a more detailed description of the recommended improvements below. Refer to Figure 8 for an illustration of the recommended lane configuration for the proposed development.

Improvements by NCDOT STIP W-5709E

STIP W-5709E is expected to convert the Intersection of Cannon Farm Road and W Rice Street from a conventional all-way-stop-controlled intersection to a single lane roundabout. Construction, according to NCDOT's data, is expected to be constructed by the end of 2024.

Recommended Improvements by Developer

Through scoping with NCDOT, it was determined that 300 homes could be constructed before off-site improvements would be required. Any turn lanes at driveways would be required when the driveway is constructed.

Improvements required prior to the 300th certificate of occupancy

Cannon Farm Road and Site Access B/Site Access C

- Construct a Cannon Farm Road eastbound left turn lane with 75 feet of storage and the appropriate taper.
- Construct a Cannon Farm Road eastbound right turn lane with 50 feet of storage and the appropriate taper.
- Construct a Cannon Farm Road westbound left turn lane with 50 feet of storage and the appropriate taper.
- Construct a Cannon Farm Road westbound right turn lane with 75 feet of storage and the appropriate taper.
- Construct Site Access B with 100 feet of internal protected stem.
- Construct Site Access C with 100 feet of internal protected stem.

Cannon Farm Road and Site Access E

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.
- Construct a Cannon Farm Road westbound left turn lane with 50 feet of storage and the appropriate taper.

Cannon Farm Road and Enochville Avenue

- Monitor for traffic signal after 300th certificate of occupancy. Conduct signal warrant analysis of warrants 1, 2, and 7 of the Manual on Uniform Traffic Control Devices.
- Construct an Enochville Avenue southbound left turn lane with 100 feet of storage and the appropriate taper.
- Construct an Enochville Avenue northbound right turn lane with 100 feet of storage and the appropriate taper.

Enochville Avenue and West C Street

- Construct an Enochville Avenue northbound right turn lane with 100 feet of storage and the appropriate taper.

Improvements required prior to full build out of the site

Cannon Farm Road and Site Access A

- Construct a Cannon Farm Road eastbound right turn lane with 50 feet of storage and the appropriate taper.
- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.

Cannon Farm Road and Site Access D

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.

Cannon Farm Road and Site Access F

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius.

Enochville Road and Site Access G

- Construct a site access with 100 feet of internal protected stem and 50 feet right turning radius or taper with offset radius.
- Maintain 100 feet separation from existing gravel drive access.
- Align access across from Strider Circle.

Irish Creek Drive and Site Access H

- Construct a site access with 100 feet of internal protected stem.

Enochville Avenue and Enochville Road

- Construct an Enochville Avenue southbound left turn lane with 75 feet of storage and the appropriate taper.
- Construct an Enochville Road westbound right turn lane with 50 feet of storage and the appropriate taper.

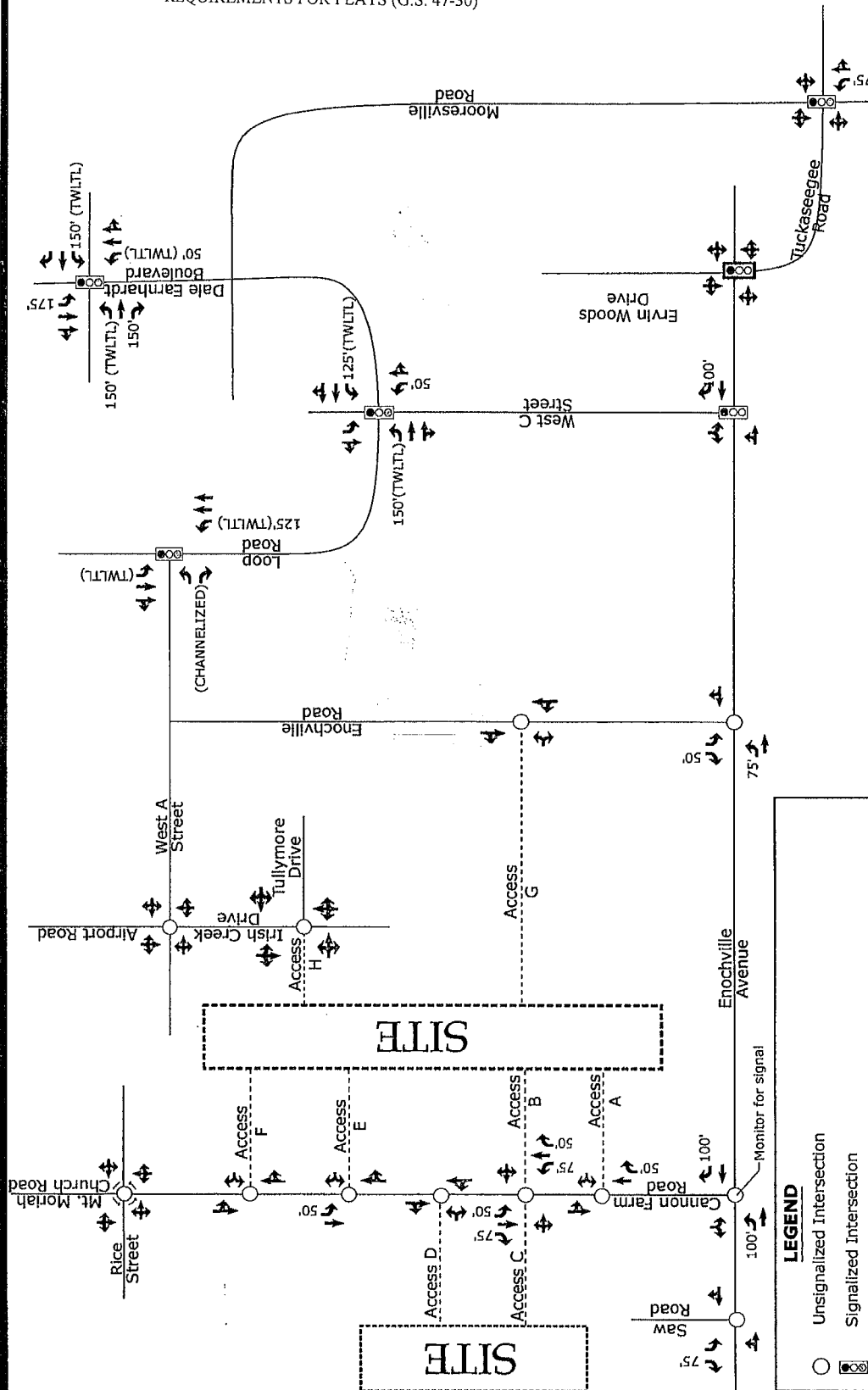
Enochville Avenue and Tuckaseegee Road

- Install a traffic signal.

Mooreville Road and Tuckaseegee Road

- Construct a Mooreville Road eastbound left turn lane with 75 feet of storage and the appropriate taper.

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE WITH
ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS (G.S. 47-30)



Recommended Lane
Configurations

Scale: Not to Scale Figure 8

Irish Creek
Kannapolis/Landis, NC



**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
SH IRISH CREEK CLUB, LLC.,**

AND

SHEA HOMES CAROLINA, LLC

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and SH Irish Creek Club, LLC., A Delaware limited liability company, and Shea Homes Carolina, LLC. (“Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

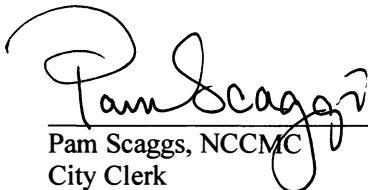
WHEREAS, a public hearing was held on January 27, 2025, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by and among the City, the Developer and the Owner, attached hereto (the “Development Agreement”), and authorizes the Manager to execute the Development Agreement.
2. This Ordinance is effective upon adoption.

Adopted this 27th day of January 2025.


Pam Scaggs, NCCMC
City Clerk


Milton D. Hinnant, Mayor

**CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
SH IRISH CREEK CLUB, LLC.,
AND
SHEA HOMES CAROLINA, LLC**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”), SH Irish Creek Club, LLC., A Delaware limited liability company, and Shea Homes Carolina, LLC. (“Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on January 27, 2025, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. The City approves the Development Agreement and hereby authorize the City Manager to execute and deliver the Agreement, including any and all necessary documents to effectuate the intent of the aforementioned Agreement. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records, and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make minor modifications, corrections and clerical revisions as may be necessary and consistent with the intent of this Resolution.
3. This Resolution is effective upon adoption.

Adopted this 27th day of January 2025.


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, NCCMQ
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Alex Anderson, Director of Water Resources
Subject: **RESOLUTION** - Reciprocal Agreement with the Town of Landis related to Water and Sewer service delivery **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to adopt the Resolution approving the Reciprocal Agreement with the Town of Landis related to Water and Sewer service delivery

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis and Town of Landis are intending to enter into an agreement that would allow for the exchange of water and wastewater. This agreement acknowledges the system connections between the two systems as well as the charges for water and sewer provided by each other. This agreement is needed to support the Irish Creek subdivision project and City of Kannapolis Development Agreement 2025-01.

This agreement amends the current Wholesale Sewer Agreement and the Wholesale Treated Water Agreement and streamlines all water and wastewater sales into one joint agreement. This agreement does not modify the minor ORC Services Agreement as that Agreement is more temporary in nature.

Fiscal Implications

This agreement sets the water and sewer rates for the City of Kannapolis and Town of Landis.

Alternate Courses of Action

1. **Motion to adopt the Resolution Approving the Reciprocal Agreement with the Town of Landis related to Water and Sewer service delivery (Recommended).**
2. Table to future meeting.
3. Take no action.

Attachments

1. Reciprocal Agreement for Water and Sewer Connection
2. 2025-07 Resolution approving Interlocal Agreement with Landis related to Water and Sewer service delivery

BK 1459 PG 182

**RECIPROCOL AGREEMENT
FOR
WATER AND SEWER CONNECTIONS
BY AND BETWEEN
THE CITY OF KANNAPOLIS, NORTH CAROLINA
AND
THE TOWN OF LANDIS, NORTH CAROLINA**

March 17, 2025

STATE OF NORTH CAROLINA

**RECIPROCAL AGREEMENT FOR
WATER & SEWER CONNECTION
& RELATED MATTERS**

COUNTY OF ROWAN

THIS AGREEMENT (the “Agreement”) of Interlocal Cooperation, pursuant to Article 20 of Chapter 160A of the General Statutes of North Carolina, made and entered into as of the 17th day of March, 2025, by and between the **City of Kannapolis, North Carolina** (hereinafter referred to as “Kannapolis”) and the **Town of Landis, North Carolina** (hereinafter referred to as “Landis”), municipal corporations of the State of North Carolina (the “State”). Kannapolis and Landis may be referred to individually as “Party” or collectively as “Parties”.

WHEREAS, Kannapolis operates and maintains a municipal water and sewer system which includes, but is not limited to, a water filter plant, water transmission and distribution lines, and sewer outfalls, interceptors and collector lines; and

WHEREAS, Landis operates and maintains a municipal water and sewer system which includes, but is not limited to, water transmission and distribution lines, and sewer outfalls, interceptors and collector lines; and

WHEREAS, both Kannapolis and Landis realize and recognize that reciprocal measures relative to water and sewer connections, development, construction and maintenance are mutually beneficial to each, and both Kannapolis and Landis desire to cooperate reciprocally with regard to such water and sewer connections, development, construction and maintenance.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter made, Kannapolis and Landis agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a basis for cooperation between Kannapolis and Landis with regard to connections to, development of, and construction and maintenance of the water and sewer systems of the other. For the purpose of clarification of terms of this Agreement, the agency providing service to individual customers shall be referred to as the retail service provider. The agency providing water supply or sewer flow acceptance to the retail service provider shall be referred to as the wholesale service provider.
2. **Duration of Agreement.** The duration of this Agreement is twenty (20) years, with the ability of both parties to review the Agreement each year by specific representatives of both Kannapolis and Landis, unless amended or terminated as to executory matter in the manner set forth in Paragraph 23 of this Agreement. This Agreement shall automatically renew every five (5) years after the original twenty (20) year period at the twenty (20) year anniversary, unless otherwise amended or terminated.
3. **Authority to Connect and Agreement to Serve.** Kannapolis grants to Landis and Landis grants to Kannapolis the right and privilege to connect to its respective water or sewer system upon such terms and under such conditions as hereinafter set forth. Confirmation and approval of each service request shall be in writing and signed by the City Manager of the wholesale service provider or his/her designated representative, provided this approval shall not be unreasonably withheld. It should be noted that the Water Resources Director and/or Public Works Director of the wholesale service provider shall review each service request, and then forward their recommendation to the City Manager or his/her designee. Upon approval and implementation of each service request, such facilities shall be

continuously available to retail service provider at wholesale provider's cost and at a reasonable level of service throughout the term of this Agreement.

4. Construction Plans and Specifications and Connections.

A. Utility Line Extensions. Prior to requesting connections to the other party's water or sewer system, the party seeking connection for a proposed water or sewer line (a "Proposed Line") to an existing water or sewer line (an "Existing Line") in the other party's system shall submit to the owner of the Existing Line plans and specifications for the Proposed Line prepared and certified by a professional engineer licensed to practice engineering in the State of North Carolina. The party owning the water or sewer system in which the other party is requesting an extension or connection shall have the right to review, modify, approve and/or decline any such extension or connection.

B. Individual Service Installation Taps. Service connections for the individual retail customers shall be authorized and installed by the retail service provider as specified in this Agreement. Applicants for individual service shall make application and pay all required fees to the retail service provider. The retail service provider shall secure written confirmation and approval from the wholesale service provider when connections are to be installed on the wholesale service provider lines. The wholesale service provider shall have the right to review, modify, approve and/or decline any such connections.

C. Individual Service Installation Tap. Any single residential connection with an expected water demand of 400 gallons per day (GPD) or less shall be treated as an Individual Service Installation Tap. Any single-family residential project or parcel with an expected water demand greater than 400 GPD or is multi-family, commercial, industrial, or institutional shall be treated as commercial project and subject to more stringent plan review processes and approvals or denials.

5. Upsizing or Upgrading Lines. In the event that a Proposed Line is smaller than that desired by the owner of the Existing Line, the owner of the Existing Line may pay the cost difference for upsizing or upgrading the Proposed Line, and the Proposed Line shall be upsized or upgraded upon receipt of said sum by the Party proposing the construction of the Proposed Line (the "Original Proposer"); provided that the Original Proposer shall be recognized as the owner of the Proposed Line. In order to determine the cost difference between the Proposed Line as originally planned by the Original Proposer and as upsized or upgraded at the request of the owner of the Existing Line, the Original Proposer shall bid the Proposed Line at its original size with the upgrade or upsize as an alternate.

6. Measurement of Flows or Discharges.

A. For Water.

1) Kannapolis shall supply to Landis all treated water required by Landis for Landis customers in the service area to a maximum of 1.0 million gallons of treated water per day. The amount of volume of such water usage shall be based upon the master meter at Chapel Street Booster Station, any subsequent meter(s) approved by Kannapolis, or in areas where no meter connections are made shall be computed as the total sum of the actual meter readings of all gallons of treated water consumed by Landis customers in the service area which have been connected to and use such treated water provided by Kannapolis to Landis; and

2) Landis shall supply to Kannapolis all treated water required by Kannapolis for Kannapolis customers in the service area to a maximum of 1.0 million gallons of treated water per day.

The amount of volume of such water usage shall be computed as the total sum of the actual meter readings of all gallons of treated water consumed by Kannapolis customers in the service area which have been connected to and use such treated water provided by Landis to Kannapolis. Any water Kannapolis purchases from Landis does not count against Landis' contracted 1.0 million gallons of treated water per day.

- 3) In the event Landis requests more than 1.0 million gallons of treated water per day, Kannapolis shall review such request and provide a written reply within forty-five (45) days. As part of its review Kannapolis shall analyze overall availability, capacity, hydraulics, inter-basin transfer impacts and other relevant considerations. In the event a future water quantity increase is granted by Kannapolis, Landis shall provide Kannapolis the first right of refusal for the water rights, operations, and maintenance of said water, and necessary riparian buffers and easements of any and all Landis impoundments for Kannapolis' access to pump and treat.

B. For Sewer.

- 1) To quantify sewer discharges at points of connection to the other Party's system, if required by standard engineering practices, laws, regulations or other contractual agreement, the owner of an Existing Line may require a Party seeking connection to install, at its sole expense, a metering station at a location approved by both Kannapolis and Landis at or near the point of connection of the Proposed Line to the Existing Line. The metering station itself shall consist of metering equipment approved by both Kannapolis and Landis. After connection, the metering equipment shall be owned and maintained by the Party providing service from the point of connection; notwithstanding the foregoing, it is the desire and intent of Kannapolis and Landis to minimize, if not eliminate, the necessity for or usage of such meters wherever practicable. Where sewer metering equipment is not provided, customer water meters shall be used as the basis of payment for sewer service.
 - 2) Irish Creek Subdivision Project has a sewer metering plan provided in Section 16 hereinafter for approximately 776 lots. This wastewater collection and transmission to Landis and Salisbury Rowan Utilities has been approved by the Water and Sewer Authority of Cabarrus County ("WSACC") on November 21, 2024.
- C. Landis shall provide to Kannapolis a monthly summary of meter readings for all Landis customers receiving water supply or sewer collection from Kannapolis lines. The meter readings shall be the basis of charges by Kannapolis to Landis.
- D. Kannapolis shall provide to Landis a monthly summary of meter readings for all Kannapolis customers receiving water supply or sewer collection from Landis lines. The meter readings shall be the basis of charges by Landis to Kannapolis.
7. Connection Fees. Except for any pre-existing contracts or commitments of either Kannapolis or Landis which require reimbursement of a portion of such fees collected, neither Kannapolis or Landis shall charge the other a fee for connection to a water or sewer line of the other. All Salisbury and WSACC fees shall still apply.
 8. Service Areas. The City of Kannapolis will serve any customer inside the corporate limits of Kannapolis. The Town of Landis will serve any customer inside the corporate limits of Landis. Areas outside of either Party's corporate limits will be considered as requested. The City of Kannapolis and Town of Landis will serve any customer inside their portion of the Kannapolis-Landis Growth Area

Annexation Agreement as approved on March 7, 2022. Provided, however, Kannapolis and WSACC entered into an Interlocal Wastewater Capacity Allocation Agreement in November 2021. All future Kannapolis wastewater connections to Landis, which are sent to Salisbury Rowan Utilities for wastewater treatment shall comply with the requirements of the Interlocal Wastewater Capacity Allocation Agreement between Kannapolis and WSACC. Landis shall not be mandated to comply with any Interlocal Agreement between Kannapolis and WSACC to which they are not a Party.

9. User or Other Charges.

A. Neither Kannapolis or Landis shall charge the other a “transit”, “transportation”, “distribution”, “maintenance”, “user”, or other such fee or charge whether denominated as such or otherwise, for the use of the other Party’s system for transportation, distribution, discharge or other transmission of water or sewer.

B. The following shall supersede any and all prior water and sewer rate agreements between Landis and Kannapolis.

1) Treated Water Charge. At execution of this agreement and until June 30, 2026, treated water sold from Kannapolis to Landis shall be charged at \$3.04 for each 1,000 gallon of treated water sold. On July 1, 2026, and thereafter, treated water shall be charged at a wholesale rate based upon the cost of production, treatment, pumping, transmission, storage and the debt service costs of both principal and interest of capital projects for facilities necessary to facilitate such similar operations and maintenance needs.

2) Sewer Collection Charge. An annual rate per one thousand gallons shall be established which shall be equal to the equivalent rate charged to Landis by their sewer treatment provider, or any future provider. The future provider rate shall be determined by computation of the actual cost to treat and administer.

3) Amendment. Within 90 days following execution of this Agreement, the Wholesale Sewer Sales Agreement Between Landis and Kannapolis as entered into on May 8, 2023, shall be amended as follows:

a. The purpose of this Agreement is to provide terms for the sale of wastewater treatment capacity by Kannapolis to Landis.

b. The duration of the agreement shall no longer be ten (10) years. It shall run in concurrence with Paragraph 2 of this Agreement.

c. The fee payment on July 1, 2026, and thereafter, shall be equal to Kannapolis cost for WSACC fixed and variable rate.

d. Kannapolis will supply daily wastewater treatment for the existing sewer connections for the approximate seventy (70) parcels included in Phase One of Irish Creek up to Twenty Thousand (20,000 gallons per day) as may be required by Landis. Landis will be charged only for wastewater conveyed as measured by meter(s).

e. Removal of the metering flume installation requirement. All billing shall be based on water meter data for the existing approximately 70 lots being served by the existing Kannapolis Golf Course sewer lift station. This original section of Irish Creek shall be subject to the

ten (10) year annual smoke testing and other requirements as defined in Paragraph 10 of this Agreement.

- f. **Development Fees.** All applicable Water and Sewer Authority of Cabarrus County (WSACC) development fees shall be paid to Kannapolis for any and all connections made to the Landis Sewer System in which the wastewater is discharged to the Rocky River Basin for treatment. Payments shall be submitted to Kannapolis prior to building permits being issued by Rowan County. Landis shall pay Kannapolis the development fees charged by WSACC, and Kannapolis shall submit payments to WSACC.
 - g. The termination of the original Wholesale Sewer Agreement between Landis and Kannapolis shall now be as defined in Paragraph 21 of this Agreement.
 - h. The amendments of the original Wholesale Sewer Agreement between Landis and Kannapolis shall now be as defined in Paragraph 21 of this Agreement.
- C. Kannapolis shall submit billing statements to Landis in accordance with its billing cycle as established in Paragraph 6 based upon readings from metering stations heretofore or hereafter installed. Landis shall pay statements within thirty (30) days of receipt. Upon failure of payment, Kannapolis may discontinue supplying treated water upon ten (10) days' written notice to Landis.
- D. Landis shall submit billing statements to Kannapolis in accordance with its billing cycle as established in Paragraph 6 based upon readings from metering stations heretofore or hereafter installed. Kannapolis shall pay statements within thirty (30) days of receipt. Upon failure of payment, Landis may discontinue supplying treated water upon ten (10) days' written notice to Kannapolis.
10. **Operation and Maintenance.** Landis and Kannapolis shall be responsible for all operation and maintenance of water and sewer facilities within their individual service areas.

Both Parties agree to smoke test all portions of their gravity sewer system interconnected into the other Party's gravity sewer system at least once every ten (10) years after certification of such system. The smoke testing report shall be made available to both Parties and all recommended repairs shall be made within 3-months or as approved by both Parties in writing. Should either Party identify deficiencies in the other Party's sewer system they shall report said deficiencies and the other Party shall repair within 3-months or as approved by both Parties in writing. This shall help reduce the occurrence of rain and ground water infiltration and inflow into the other Party's sewer system. The two known or currently proposed sewer interconnection locations are defined in Exhibit B attached hereto and incorporated herein as part of this Agreement.

- A. **Existing Irish Creek Subdivision Phase 1.** The Irish Creek Subdivision Phase 1 includes all portions of Landis' gravity sewer system which lies in and around Irish Creek Drive, Ferndale Court, Tullymore Drive, Tamary Way, and the Irish Creek Golf Course and Country Club. This area is commonly referred to the drainage basin as defined in the Landis and Kannapolis Treated Sewer Treatment Purchase Agreement between Landis and Kannapolis entered into on May 8, 2023
- B. **Future Irish Creek Subdivision Sewer System.** Future Irish Creek subdivision phases shall be serviced by a gravity sewer system which lies in future unnamed roads, public rights-of-way, and public easements to be constructed in the vicinity of the future Regional Wastewater Pump Station. This future Regional Wastewater Pump Station, which will be located on a future parcel dedicated to

the City of Kannapolis and accessed by a future unnamed public road, and corresponding regional forcemain shall be owned and operated jointly by Kannapolis and Landis. With pump station routine weekly operations and maintenance activities being provided by Kannapolis and with routine operations, maintenance and NC811 locate requests for the regional forcemain being provided by Landis. The long-term maintenance costs such as pump and motor rebuild/replacement, generator rebuild/replacement, concrete structure and screening device rebuild/replacement, pipeline and pump rail rebuild/replacement, forcemain rebuild/replacement and electrical system rebuild/replacement costs being evenly split by both Kannapolis and Landis.

- C. Emergency Repairs. All costs associated to emergency repairs to the regional pump station or regional forcemain shall be evenly split by both Kannapolis and Landis. Kannapolis shall be the lead agent for repairs to the regional pump station and Landis shall be the lead agent for repairs to the regional forcemain.
- D. Costs. Any power or natural gas/propane gas monthly expenses shall be split evenly by Kannapolis and Landis.
- E. Taps. There shall be no other service, lateral, or connection taps made into the regional forcemain sewer line.
- F. Maintenance Standards. All metering devices shall be designed to and be maintained in accordance with applicable AWWA (American Water Works Association) standards.
- G. Standards. All water supply from Landis to Kannapolis and from Kannapolis to Landis shall meet all local, state and federal standards. For regulated contaminants, each party shall deliver water at less than 80 % of the maximum contaminant level (MCL) as set by the applicable state or federal standard.
11. Calibration. At least once in each year during the term of this Agreement, the Parties shall jointly select an independent certified meter expert to calibrate all master meters, two-inch (2-inch) or larger in size, measuring water and sewer flows delivered to the Interconnect Point, excluding emergency only connection points. The Parties shall provide each other with at least forty-eight (48) hours written notice of calibration so that a representative of the Parties may have the opportunity to be present. The Parties shall jointly observe any adjustments that are made to the meters in case any adjustments are necessary. The Cost of this calibration shall be paid by the Retail Provider taking the water from the Wholesaler. All meter calibration and adjustment shall be done in accordance with AWWA standards.
- All water meters subject to the terms of this agreement below two-inch (2-inch) in size shall be replaced at the retail provider's expense at least every twenty (20) years.
12. Water/Sewer Rates. Landis and Kannapolis shall bill customers within their individual service areas based on their prevailing retail water and sewer rate schedule for the remainder of their respective system. Each system reserves the right to create a special municipal district or other similar district to create a special class of customer should their City Council or Board of Aldermen so elect. However, the creation of a special municipal district or other similar district shall not change the rate in which Kannapolis and Landis bill each other nor the rates set in this or any other agreement.
13. Interruptions of Service. Whenever practicable, both Landis and Kannapolis shall provide at least forty-eight (48) notice prior to any interruption of service necessary for the other's customers due to a planned interconnection installation, maintenance outage or other foreseeable extent of interruption; this

duration and other pertinent information will be provided with the notice. When interruptions of service are due to emergency situations which cannot be foreseen, the affected party will be notified as soon as possible as to the estimated duration and extent of the interruption.

14. Water Restrictions. Any retail customer provided water under this Agreement shall be subject to any water restrictions implemented by either the wholesale or retail service provider.
15. Further Agreements. The parties acknowledge that uniformity and consistency of materials, line sizes, etc., promotes a comprehensive, cooperative planning process for future growth and system expansion. Kannapolis and Landis further agree to pursue diligently the adoption of additional reciprocal agreements between the Parties and/or multilateral agreements between or among the Parties and the owners or operators of other public water and/or sewer systems in Kannapolis and Landis for future water and sewer development. Such agreements should include all aspects of such water and sewer systems, including but not limited to, plans, specifications, materials, line sizes, fees, charges and the like.
16. Irish Creek Subdivision. Landis shall have approximately 176 lots and Kannapolis shall have approximately 600 lots. This development is proposed to be constructed in three main phases, as defined in Exhibit A. There are two subphases of each main phase. Landis shall provide water to Kannapolis through water interconnection points 1 and 2 as defined in Exhibit A for phase two (2) and three (3) of construction (subphases 2B, 3A and 3B). This water will be reimbursed based on meter readings during Phase 2 (2A and 2B) and Phase 3 (3A and 3B).
 - A. Irish Creek Future Phases. The Parties acknowledge that wastewater (sewer) treatment service for all lots built in Phase 2 (2A and 2B), Phase 3 (3A and 3B) and Phase 4 (4A and 4B) shall be provided through Landis and their current and future agreement(s) with Salisbury Rowan Utilities.

The ownership and metering of wastewater shall as defined below:

- (1) Kannapolis and Landis shall jointly own and operate sewer Pump Station 2 (commonly referred to as the Regional Pump Station).
- (2) Kannapolis shall own and operate sewer Pump Station 3, 4 and 5.
- (3) Landis shall own and operate sewer Pump Station 1.
- (4) Kannapolis shall provide water meter data for Kannapolis customers in all phases to Landis for sewer billing.

Projected Lot Populations:

- (1) Phase 2A is approximately 171 single family detached lots.
- (2) Phase 2B is approximately 88 single family detached lots.
- (3) Phase 3A is approximately 148 single family detached lots.
- (4) Phase 3B is approximately 134 single family detached lots.
- (5) Phase 4A is approximately 169 single family detached lots.
- (6) Phase 4B is approximately 61 single family detached lots.

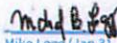
- B. Interconnection Points. After completion of Irish Creek Phase Four (4) construction and the completion of the Kannapolis watermain extending along Enochville Road, crossing under Kannapolis Lake and connecting to the existing Kannapolis watermain on Enochville Road east of Kannapolis Lake, the Parties shall convert water interconnection points 1 and 2 to emergency connection points as defined below:

- (1) Kannapolis Interconnection Point 1. City of Kannapolis shall establish an emergency connection point with installation and maintenance of a pressure sustaining valve and volume meter near Irish Creek Drive and Tullymore Road. Any maintenance at this interconnection shall be the sole cost of Kannapolis. The private developer of Phase 2A and 2B shall install the required pressure sustaining valve and volume meter as part of their initial utility construction.
 - (2) Landis Interconnection Point 2. Landis shall establish an emergency connection point with future installation and maintenance of a pressure sustaining valve and volume meter near Cannon Farm Road and near Irish Buffalo Creek Bridge. Any maintenance at this interconnection shall be the sole cost of Landis. Interconnection Point 2 shall be used as an unmetered interconnect between Landis and Kannapolis during Phase 2 (2A and 2B), Phase 3 (3A and 3B), and Phase 4 (4A and 4B) as needed, and will convert to a closed interconnection point at the conclusion of conversion of Kannapolis purchase system to Kannapolis Water System ID, commonly known as Kannapolis, City of NC 01-80-065. Should Landis want to activate Interconnection Point 2 as a permanent or emergency connection they shall first install the necessary pressure sustaining valve, pump, pressure reducing valve, or similarly approved device and volume meter.
17. Emergency Water Connection for Landis Industrial Park at Old Beatty Ford Road. Kannapolis shall permit Landis to make up to an 8-inch (eight) connection to the existing Kannapolis 12-inch (twelve) watermain. This connection shall be emergency only (fire flow event, system emergency, main break, etc.) and shall be constructed with the appropriate pressure sustaining valve and/or pressure reducing assembly and be metered. This connection shall be reviewed, modified as needed, and approved by Kannapolis prior to installation. Landis shall be solely responsible for all costs associated with the maintenance and repair of this emergency connection or any future emergency connection authorized by Kannapolis to Landis for the sole benefit of the Landis water system (to include meters, piping, valving, asphalt, concrete, vaults, etc.).
18. Integration of System Monitoring and Control Components. Landis may integrate its water system monitoring and control components at their sole expense, into the Kannapolis 24-hour monitoring program for future state compliance regarding real time monitoring and alert functioning. Landis shall maintain, upgrade, and repair all monitoring and control components at their sole expense. Kannapolis shall accept Landis telemetry signals into a computer program, commonly referred to as SCADA or supervisor control and data acquisition and provide real time monitoring and alert functioning at the same capacity as Kannapolis monitors their own water system monitoring and control components. Water system monitoring and control components shall be defined as water interconnection points between Kannapolis and Landis, Landis booster station at Chapel Street, all publicly owned elevated storage tanks for the gross benefit for the entire Landis service area and all future booster stations. Water system monitoring and control components shall not be defined as sewer lift stations, routine customer calls, emergency afterhours customer calls, water meters monitoring for billing purposes, water tanks serving private customers, etc. The monitoring and control that Kannapolis provides shall be supplemental to Landis monitoring and control and Landis shall maintain an active and robust primary monitoring and control function for their water system. This section (Paragraph 18) for water system monitoring and control component integration shall be terminated within 30-days if Landis no longer purchases the majority (51%) of their system water from Kannapolis or ceases chlorination for a period of greater than 90-days at their Kannapolis interconnection point(s).

19. Water Storage. Kannapolis shall lease Landis 250,000 gallons of ground level storage in Clearwell 1 at the Kannapolis Water Plant located at 1353 Pump Station Road. This lease shall be in effect for a period of ten (10) years and shall end on January 27, 2035. The lease shall be \$1.00 per year and is payable in full for \$10.00.
20. Alteration to Existing Interconnections. Landis shall notify Kannapolis in advance and receive written authorization from the City Manager or his designee prior to altering the present configuration of the system interconnection. Kannapolis shall notify Landis in advance and receive written authorization from the City Manager or his designee prior to altering the present configuration of the system interconnection.
21. Method of Amendment/Termination of Agreement. This Agreement may be amended or terminated only by a vote of the majority of the members of both of the respective governing boards of Kannapolis and Landis.
22. Warranties. Kannapolis and Landis hereby warrant and represent each to the other Party that;
- A. Execution of the Agreement and full performance of its own obligations hereunder are fully authorized by law.
 - B. Each has complied or will comply with all procedures necessary to render its execution of this Agreement and the performance of its obligations hereunder as valid, legal and binding acts of Kannapolis or Landis, respectively.
 - C. All contracts for work to be done pursuant to this Agreement will be performed in accordance with the laws and regulations to which Kannapolis and Landis are subject, expressly including but not limited to, the public bidding laws of the State of North Carolina.
23. Miscellaneous. Kannapolis and Landis further agree as follows:
- A. No Waiver. No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;
 - B. Survival of Representations and Warranties. All representations and warranties made herein shall survive the making of any payment or payments pursuant hereto.
 - C. Successors and Assigns. Except as modified by separate written agreement between the Parties, this Agreement shall be binding upon and inures to the benefit of Kannapolis and Landis and their respective successors and assigns.

IN WITNESS WHEREOF, Kannapolis and Landis have executed this Agreement by their duly authorized representatives the day and year first above written.

CITY OF KANNAPOLIS, NORTH CAROLINA

By: 
Mike Legg (Jan 31, 2025 15:25 EST)
City Manager

ATTEST:


Clerk

Approved as to Form

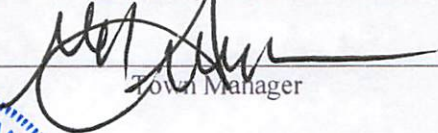
Walter Safrit
City Attorney



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


Brian Roberts (Jan 31, 2025 11:53 EST)
Finance Director

TOWN OF LANDIS, NORTH CAROLINA

By: 
Town Manager

ATTEST:

Maddalyn Bergeron
Clerk

Approved as to Form


Town Attorney



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


Finance Director

**CITY OF KANNAPOLIS
RESOLUTION
APPROVING INTERLOCAL AGREEMENT**

WHEREAS, the City of Kannapolis and the Town of Landis are authorized to enter into Interlocal Agreements pursuant to the provisions of NCGS Section 160A-461 for the purpose of executing any undertaking for the benefit of its citizens; and

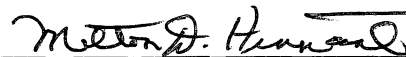
WHEREAS, activities providing a basis for cooperation for connections to, development of, and construction and maintenance of one water and sewer systems with the other jurisdictions water and sewer systems would be a substantial benefit to both jurisdictions; and

WHEREAS, both Kannapolis and Landis realize and recognize that reciprocal measures relative to water and sewer connections, development, construction and maintenance are mutually beneficial to each, and both Kannapolis and Landis desire to cooperate reciprocally with regard to such water and sewer connections, development, construction and maintenance.

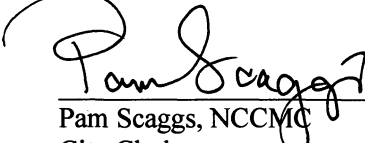
WHEREAS, the City Council finds that the proposed Interlocal Agreement addressing the issue of connecting the water and sewer systems of adjoining jurisdictions is a proper agreement between the two government entities.

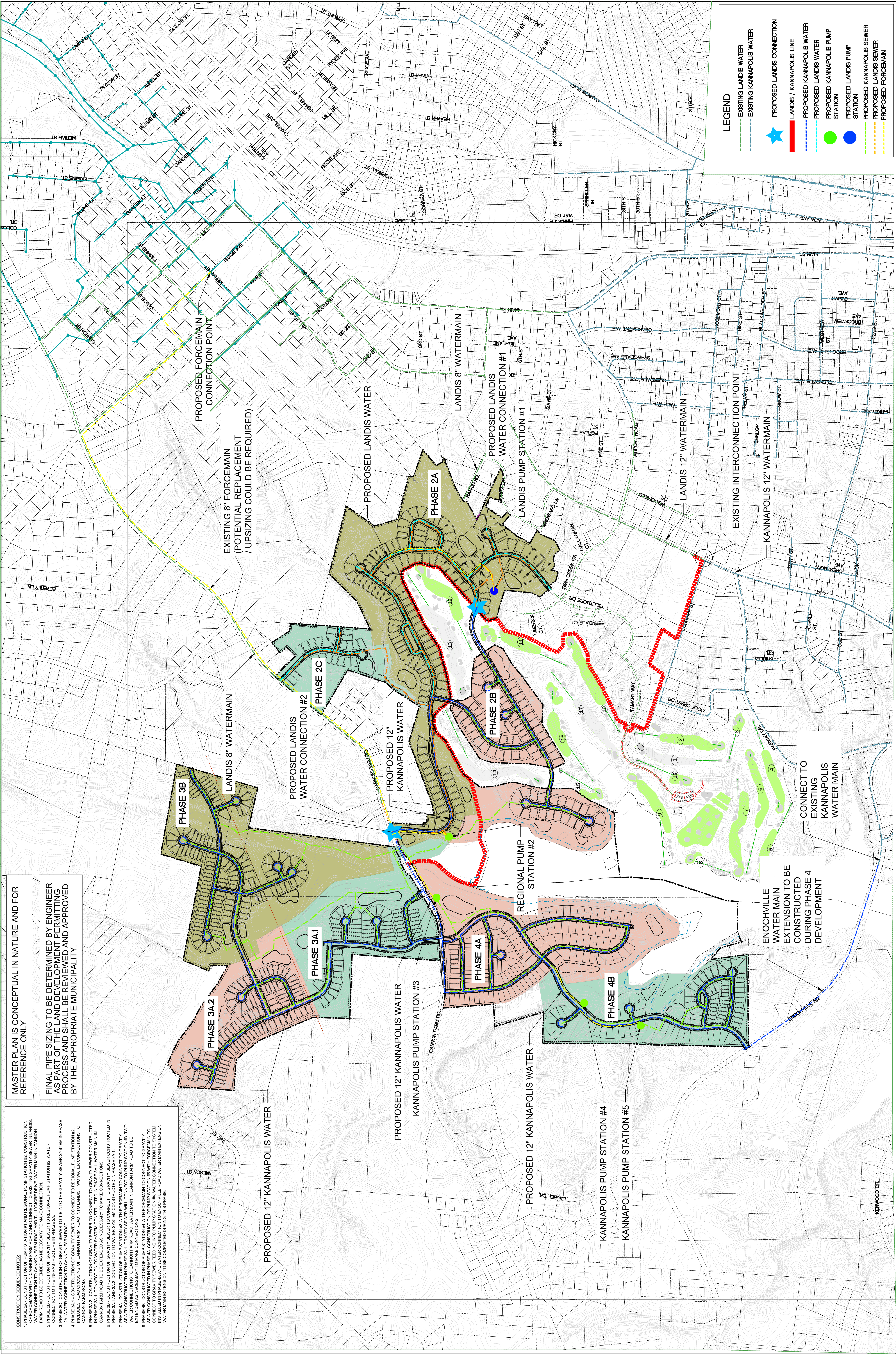
NOW, THEREFORE, the proposed Interlocal Agreement described herein is hereby approved and the City Manager is authorized to execute said Agreement subject to such non-substantive changes which are consistent with this Resolution..

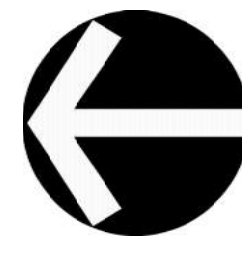
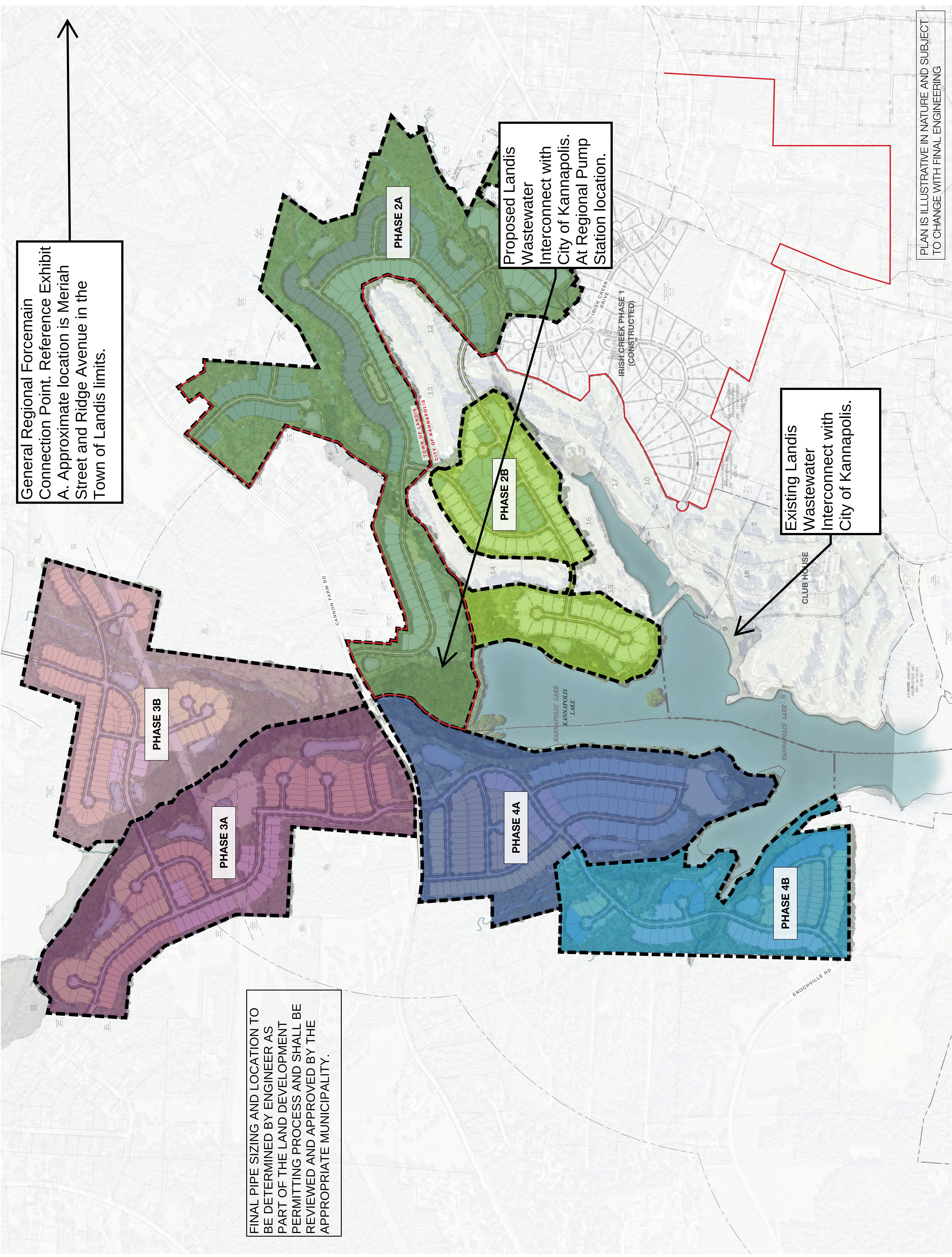
Adopted this 27 day of January, 2025.


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, NCCMC
City Clerk





**CITY OF KANNAPOLIS
RESOLUTION
APPROVING INTERLOCAL AGREEMENT**

WHEREAS, the City of Kannapolis and the Town of Landis are authorized to enter into Interlocal Agreements pursuant to the provisions of NCGS Section 160A-461 for the purpose of executing any undertaking for the benefit of its citizens; and

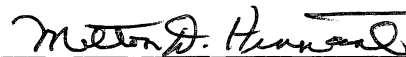
WHEREAS, activities providing a basis for cooperation for connections to, development of, and construction and maintenance of one water and sewer systems with the other jurisdictions water and sewer systems would be a substantial benefit to both jurisdictions; and

WHEREAS, both Kannapolis and Landis realize and recognize that reciprocal measures relative to water and sewer connections, development, construction and maintenance are mutually beneficial to each, and both Kannapolis and Landis desire to cooperate reciprocally with regard to such water and sewer connections, development, construction and maintenance.

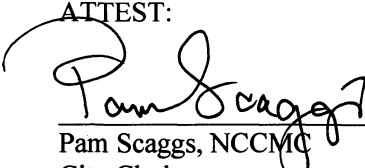
WHEREAS, the City Council finds that the proposed Interlocal Agreement addressing the issue of connecting the water and sewer systems of adjoining jurisdictions is a proper agreement between the two government entities.

NOW, THEREFORE, the proposed Interlocal Agreement described herein is hereby approved and the City Manager is authorized to execute said Agreement subject to such non-substantive changes which are consistent with this Resolution..

Adopted this 27 day of January, 2025.


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-02 - WP**
Group Acquisitions, LLC (Accent Millstone Village) **APPROVED 6-1**

Recommended Action Requested by City Council

1. Conduct a Public Hearing
2. Motion to approve the Resolution adopting the Ordinance approving the execution of the Development Agreement

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On December 12, 2021, City Council adopted a Wastewater Allocation Policy to "provide for the judicious allocation" of the City's limited wastewater treatment capacity. To do so, City Council adopted a fair and reasonable method for strategic allocation of this resource among qualifying public and private land development interests. The allocation process is administered by issuing permits to projects with meet specified City interest and goals. In the case of private commercial and residential permit recipients, it has become clear that once a permit is awarded, it is necessary to require the developer to guarantee completion of the project, as presented, within a specified time period. In the event of failure to meet these requirements, the allocation could be rescinded and awarded to another qualified party.

The method of acquiring that contractual guarantee is accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described Development Agreement is approximately 7.0 +/- acre portion of property, further identified as Cabarrus County Parcel Identification Number 56147242620000. The Development Agreement with WP Group Acquisitions, LLC. calls for a 310-unit multifamily apartment community including a standalone clubhouse.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to approve the Resolution approving the Ordinance to execute the Development Agreement (Recommended)**
2. Amend and then approve the Resolution
3. Table action to a future meeting.

4. Take no action.

Attachments

1. Public Notice Ad
2. Recorded Wastewater Allocation DA (Accent Millstone Village Multifamily)
3. ACCENT MILLSTONE MULTIFAMILY PRELIMINARY SITE PLAN 011424
4. 2025-08 Resolution approving Ordinance for DA-2025-02 WP Group Acquisitions
5. 2025-09 Ordinance to adopt DA-2025-02 WP Group Acquisitions LLC



Order Confirmation

Order# 0000884249

PO Box 27283
Richmond, VA 23261-7283

Client: CITY OF KANNAPOLIS
Phone: 7049204300

Pavor : CITY OF KANNAPOLIS
Phone: 7049204300

Account: 3143368
Address: PAM SCAGGS
KANNAPOLIS NC 28081

Account: 3143368
Address: PAM SCAGGS
KANNAPOLIS NC 28081

Sales Rep **Accnt Rep** **Ordered By**
aboan hdrclifr Pam

Fax: 7049337463
EMail: pscaggs@kannapolisnc.gov

Total Amount \$448.36

Payment Amount \$448.36

Amount Due \$0.00

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

Tear Sheets **Proofs** **Affidavits** **PO Number:**
0 0 1

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0000884249-01	CLS Legal	2 X 49 li	\$0.00

Production Method
AdBooker (liner)

Production Notes

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
CON Independent Trib	C-Legal Ads	Legal Notices	2

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY

Run Dates 1/18/2025, 1/23/2025

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
NCC Online	C-Legal Ads	Legal Notices	7

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY

Run Dates 1/18/2025, 1/19/2025, 1/20/2025, 1/21/2025, 1/22/2025, 1/23/2025, 1/24/2025

TagLine: NOTICEOFPUBLICHEARINGKANNAPOLISCITYCOUNCILMONDAYJANUARY272025NOTICEISGIVENTHATT
HEKANNAPOLISCITYCOUNCILCITYCOUNCILWILLCONDUCTA



Order Confirmation

Order# 0000884249

PO Box 27283

Richmond, VA 23261-7283

Ad Content Proof

Note: Ad size does not reflect actual ad



NOTICE OF PUBLIC HEARING
KANNAPOLIS CITY COUNCIL

Monday, January 27, 2025

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the City of Kannapolis ("City") entering into a Development Agreement pursuant to North Carolina General Statutes §§ 160D-1001 et seq with WP Group Acquisitions, LLC; (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a 304-unit apartment residential project upon approximately 6.91 +/- acres of real property being a portion of Cabarrus County Tax Parcel ID# 56147242620000, (the "Property"); and

A copy of the proposed Agreement, including attachments, will be available for public inspection at the Office of the City Manager, located in Kannapolis City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, during regular business hours.

City Council will accept public input prior to voting on the required Development Agreement Ordinance.

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on January 27, 2025. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents and the City Council will receive public comment on the Agreement.

Pam Scaggs, City Clerk
City of Kannapolis
North Carolina

Publish: Saturday, January 18 and Thursday, January 23, 2025.

17314 0071

FILED ELECTRONICALLY
CABARRUS COUNTY NC
M. WAYNE NIXON

FILED	Feb 24, 2025
AT	01:53:00 PM
BOOK	17314
START PAGE	0071
END PAGE	0088
INSTRUMENT #	03656
EXCISE TAX	\$0.00

**WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS, NORTH CAROLINA
AND
WP GROUP ACQUISITIONS, LLC**

January 27, 2025

(Accent Millstone Village Multifamily)

**WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the "Agreement") is entered into effective as of the 27th day of January, 2025 (the "Effective Date"), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the "City") and WP Group Acquisitions, LLC, a Georgia limited liability company (with its successors in interest, (the "Developer"). The Project will be known as Accent Millstone Village. The City and the Developer are sometimes separately referred to in this Agreement as a "Party" or jointly referred to as the "Parties".

LEGAL FRAMEWORK

The North Carolina General Statutes ("N.C.G.S." §160D-1001 through §160D-1012), as they exist on the Effective Date of this Agreement (the "Development Agreement Act"), enable cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act.

N.C.G.S. 160D-1001(a)(1) provides that "Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources."

N.C.G.S. 160D-1001(a)(3) provides that "Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development."

N.C.G.S. 160D-1001(a)(4) provides that "Such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development."

N.C.G.S. 160D-1001(a)(5) provides that "Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."

N.C.G.S. 160D-1001(a)(6) provides that "To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments."

In view of the foregoing, N.C.G.S. §160D-1001 through §160D-1012 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of N.C.G.S. 160D-1001 through 1012, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

N.C.G.S. 160D-1004 provides that "a local government may enter into a development agreement with a developer for the development of property as provided in this Article for developable property of any size," and that "development agreements shall be of a reasonable term specified in the agreement."

In addition to any force of law conferred upon this Agreement by North Carolina law related to local governments, the terms of this Agreement are also contractual in nature, are a significant inducement and consideration to enter into this Agreement and may be enforced as contractual terms.

The City's Development Ordinance (the "KDO") or the Unified Development Ordinance ("UDO") if in effect upon the Effective Date and /or the City Wastewater Allocation Policy authorize the use of development agreements and provides additional requirements for such agreements.

RECITALS

- A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 7.0 acres, to be subdivided out of two larger tracts totaling approximately 41.82 acres and consisting of one (1) parcel denoted by Cabarrus County parcel ID(s) 56147242620000 (collectively hereinafter referred to as the "Property") and more particularly described and depicted on Exhibit B attached hereto.
- B. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property in a way that best realizes the benefits to the Parties. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement.
- C. The Development of the Property is consistent with the City's ordinances and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the City:
 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- D. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 1. Development rights for a multifamily rental community consisting of up to 310 apartment units including a standalone clubhouse.
 2. Issuance of a Sewer Allocation Permit as set out in Paragraph 9 of this Agreement.
- E. The general benefits to be received by the City from the Development of the Property include, without limitation:
 1. Significant addition to the commercial and residential development of the Central Business District consistent with the City's redevelopment initiatives.; and
 2. Construction by Developer of public infrastructure as described in Exhibit D; and
 3. Development of the Property in accordance with the City's Comprehensive Plan.
- F. City staff recommend that this Agreement be approved as a companion item to Zoning Map Amendment #N/A.
- G. This Agreement was considered by the Kannapolis Planning Commission at its N/A, 2024, meeting, as part of a public hearing on zoning case #N/A.

- H. Pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the January 27, 2025 meeting of the Kannapolis City Council. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City's website and at City Hall.
- I. The City Council adopted one or more of the following at its meeting, as applicable, on January 27, 2025; (a) an annexation ordinance; (b) a consistency statement pursuant to N.C. Gen. Stat. § 160A-383; (c) a zoning map change and (d) an ordinance approving this Agreement ("Ordinance"). A copy of the Ordinance is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the Parties, the Parties agree as follows:

- 1) The Property. The Property to be developed pursuant to this Agreement is described and depicted on Exhibit B attached hereto.
- 2) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:
 - a) "Applicable Law" means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) "Current Regulations" means all ordinances, resolutions, regulations, and comprehensive plans adopted by the City on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) "Development" shall have the same meaning as it does in KDO Article 10 *Definitions* or UDO Appendix A *Definitions*
 - d) "Zoning Permit" or "Development Permit" means any building permit, site plan approval, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - e) "Development Plan" means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case Number N/A, and as set forth on Exhibit C attached hereto.
 - f) "Development Schedule" means the schedule for development as shown in Exhibit D.

- g) "Infrastructure" means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - h) "Local Government" means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - i) "Parcel" means any lot of record on which Development may occur in accordance with the Development Plan.
 - j) "Project" means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
 - k) "Property Owner" means (i) any person or entity, other than the City, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
- 3) Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one Party may be held responsible for acts of the other Party. This Agreement does not impose any partnership obligation or liability upon either Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Developer constitutes "state action" for any purposes.
 - 4) Legislative Act. Any change in the Development Standards established by this Agreement and as set forth on Exhibit C, shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.
 - 5) Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of Five (5) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.
 - 6) Applicable Regulations.

- a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, Development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
 - b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
 - c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity.
 - d) Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after the date hereof (a "New Ordinance"), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.
- 7) Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificate of compliance, city water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
- 8) Project Development.
- a) Project Development. Developer shall construct the Project substantially in accordance with the provisions of Exhibit C (Development Plan) attached hereto and this Agreement.
 - (i) Material Changes. Material changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the KDO/UDO and State law.

9) City Obligations.

- a) Developer is seeking approval of this Development Agreement.
- b) In accordance with the City Wastewater Allocation Policy, Developer shall be issued an Allocation Permit to supply public water and sewer treatment for the Project as provided therein. Developer acknowledges that any subsequent Allocation Permit(s) will be issued upon the Water and Sewer Authority for Cabarrus County's ("WSACC") completion of the first phase of the expansion project to the Rocky River Regional Wastewater Plant ("RRRWWTP"). Although WSACC's construction of the first phase of expansion of the RRRWWTP has already commenced, the outside completion date of December 2024, is based upon information, projections and estimates available to City on the date of this Agreement.
- c) Project will be allocated wastewater services based on the planned uses in the following manner:
xxx gallons per day (GPD) for multifamily use.

10) Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the City shall use reasonable efforts to assist Developer in obtaining such approvals.

11) Developer Obligations.

- a) Developer shall develop the Property in accordance with the Development Plan, Development Schedule and Matrix application.
- b) Developer will dedicate public utilities and facilities to City as required by Ordinance.
- c) Developer will construct certain Public Infrastructure, as outlined in Exhibit D, to include offsite roadway improvements pursuant to the TIA approved and completed for the Development

12) Default.

- a) Developer Default. Developer must initiate construction of the Project on or before 360 days following issuance of the Allocation Permit (i.e., Council Approval) if no extension of utilities is required. In the event the extension of utilities is required, construction of the Project must be initiated on or before 360 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit the projects sewer allocation may be revoked in the discretion of the City as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. If the Developer commits a material breach of the terms or conditions of this Agreement, City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long

as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.

- b) City Default. If the City commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City shall be permitted such time as reasonably necessary to effect such cure so long as the City shall use commercially reasonable efforts to diligently prosecute such cure.

13) Remedies.

- a) City Remedies for Developer Default. In the event of a Developer material breach of this Agreement and Developer fails to cure such breach within the above-described 60-day period following notice period, City may exercise any or all of the following remedies (subject to Developer's right of appeal to the Board of Adjustment):
 - i) Refuse to issue certificates of compliance for the Development Project.
 - ii) Rescind any sewer allocation permit.
 - iii) Terminate this Agreement.
- b) Developer Remedies. If the City fails to cure any material breach within a 60-day period following notice, then such breach shall be a "City Default" hereunder, and Developer may be entitled to reimbursement of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the City.

14) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate Five (5) years thereafter (the end of the term of this Agreement, as may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement, the "Termination Date").
- b) Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both Parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.

- c) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the Parties' intentions with respect to the subject matter hereof.
- e) Further Assurances. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third Party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action.
- f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the Parties established by this Agreement shall be Cabarrus County Superior Court.
- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer hereunder. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the execution of the Agreement by the Parties. The rights and obligations of Developer contained herein shall run with the land.
- h) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not Parties or successors and assigns to this Agreement.
- i) Estoppel. Each Party agrees, from time to time, within thirty (30) days after request of another Party, to deliver to the requesting Party or such Party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j) Representations and Warranties of the Developer. The Developer represents and warrants to the City that:
 - i) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and

- ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) **Force Majeure.** In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.
- l) **Construction of Agreement.** Both Parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.
- m) **No Waiver.** Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n) **E-Verify Requirements.** (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor”, “contractor’s subcontractors,” and “comply” as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
- o) **Notices.** All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

City Manager's Office
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: mlegg@kannapolisnc.gov

With copies to:

City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: akelly@kannapolisnc.gov

To the Developer:

Cambridge-Kannapolis, LLC
c/o WP Group Acquisitions, LLC
800 East Blvd, Suite 210
Charlotte, NC 28203
Email: P.Foster@Westlpan.com

With copies to:

Ron Ben-Moshe
McClure & Kornheiser, LLC
6400 Powers Ferry Rd., Suite 150
Atlanta, GA 30339
Email: rbm@mcclurelegal.com

- p) **Execution of Agreement.** This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
- q) **Time for Performance.** Any reference to "day" or "days" herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Kannapolis, North Carolina shall be automatically extended to the following business day.
- r) **Conflicting Terms; Conflicting Requirements.** In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits or any of the Related Agreements, the more stringent requirements shall apply.

[Separate Signature Page To Follow]

IN WITNESS WHEREOF, this Development Agreement has been executed by the Parties on the day and year first above written.

CITY OF KANNAPOLIS

By: Michael B. Legg
Michael B. Legg
City Manager

Attest: Pam Scaggs
Pam Scaggs, NCCMC
City Clerk

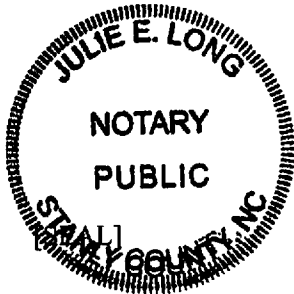


STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Julie E. Long, a Notary Public of the Stanly County and State aforesaid, certify that Pam Scaggs personally came before me this day and acknowledged that she is City Clerk of the City of Kannapolis, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by Michael B. Legg, City Manager, sealed with its municipal seal and attested by her as its City Clerk.

Witness my hand and notarial seal, this 24 day of February, 2025

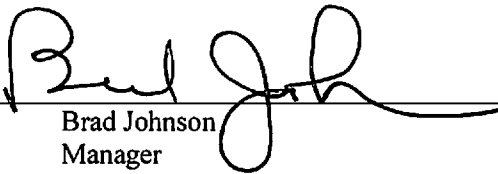


Julie E. Long
Notary Public

My Commission Expires June 13, 2027

My commission expires: _____

WP Group Acquisitions. LLC

By: 
 Brad Johnson
 Manager

STATE OF GEORGIA

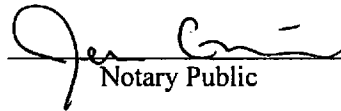
COUNTY OF Carroll

I, Jessica Gibson, a Notary Public of the County and State aforesaid, certify that Brad Johnson personally came before me this day and acknowledged that (s)he is manager of WP Group Acquisitions, LLC, and that by authority duly given and as the act of WP Group Acquisitions, LLC., the foregoing instrument was signed in its name by Brad Johnson, Manager.

Witness my hand and notarial seal, this 4th day of February, 2025

[SEAL]

JESSICA GIBSON
 NOTARY PUBLIC
 Carroll County
 State of Georgia
 My Comm. Expires 11/06/2028


 Notary Public

My commission expires: 11/06/2028

EXHIBIT A**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG****THE CITY OF KANNAPOLIS, NORTH CAROLINA****AND****WP GROUP ACQUISITIONS, LLC,
A GEORGIA LIMITED LIABILITY COMPANY**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the "Act"), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis ("City") and WP Group Acquisitions, LLC, A Georgia limited liability company, with its successors in interest, (the "Developer"), have negotiated an agreement in accord with and under the authority of the cited statutes; and

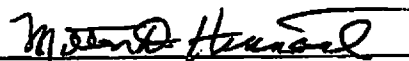
WHEREAS, a public hearing was held on January 27, 2025, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City's adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by and among the City and the Developer, attached hereto (the "Development Agreement"), and authorize the City Manager to execute the Development Agreement.
2. This Ordinance is effective upon adoption.

Adopted this 27th day of January 2025.


Milton D. Hinnant, Mayor

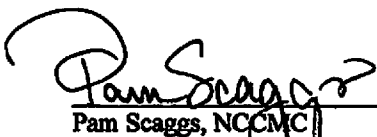

Pam Scages, NCCMC
City Clerk

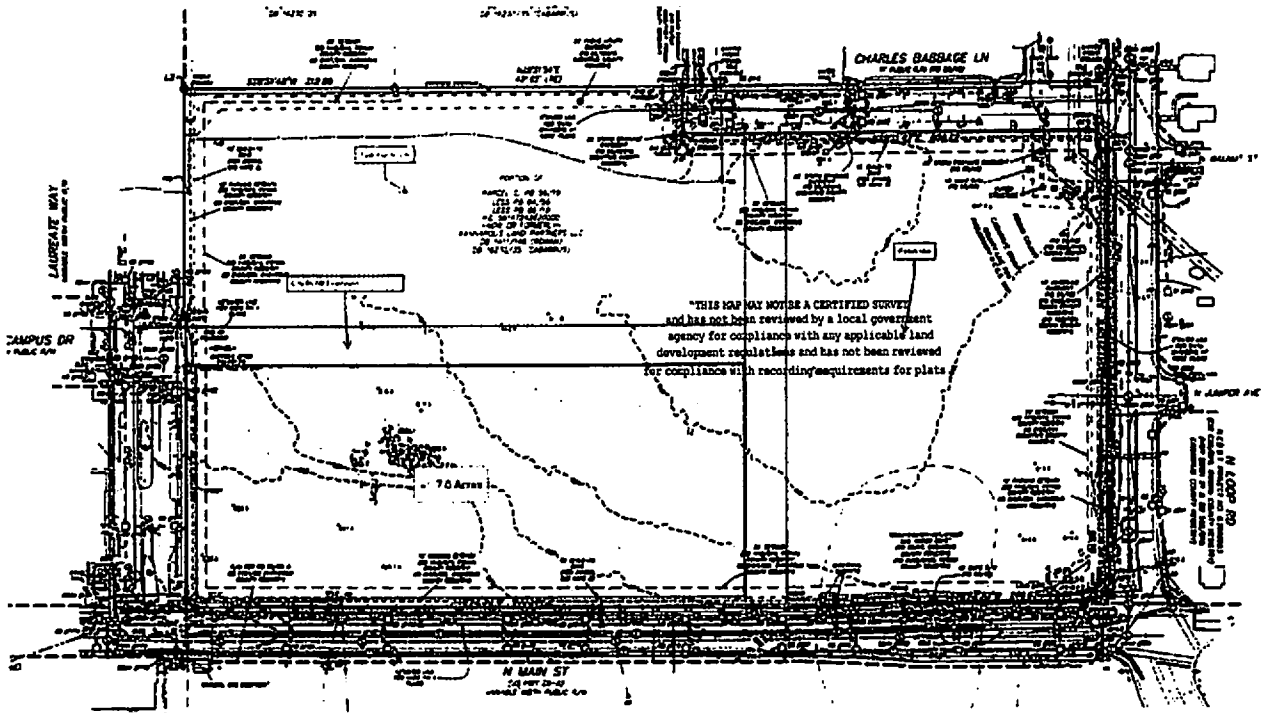
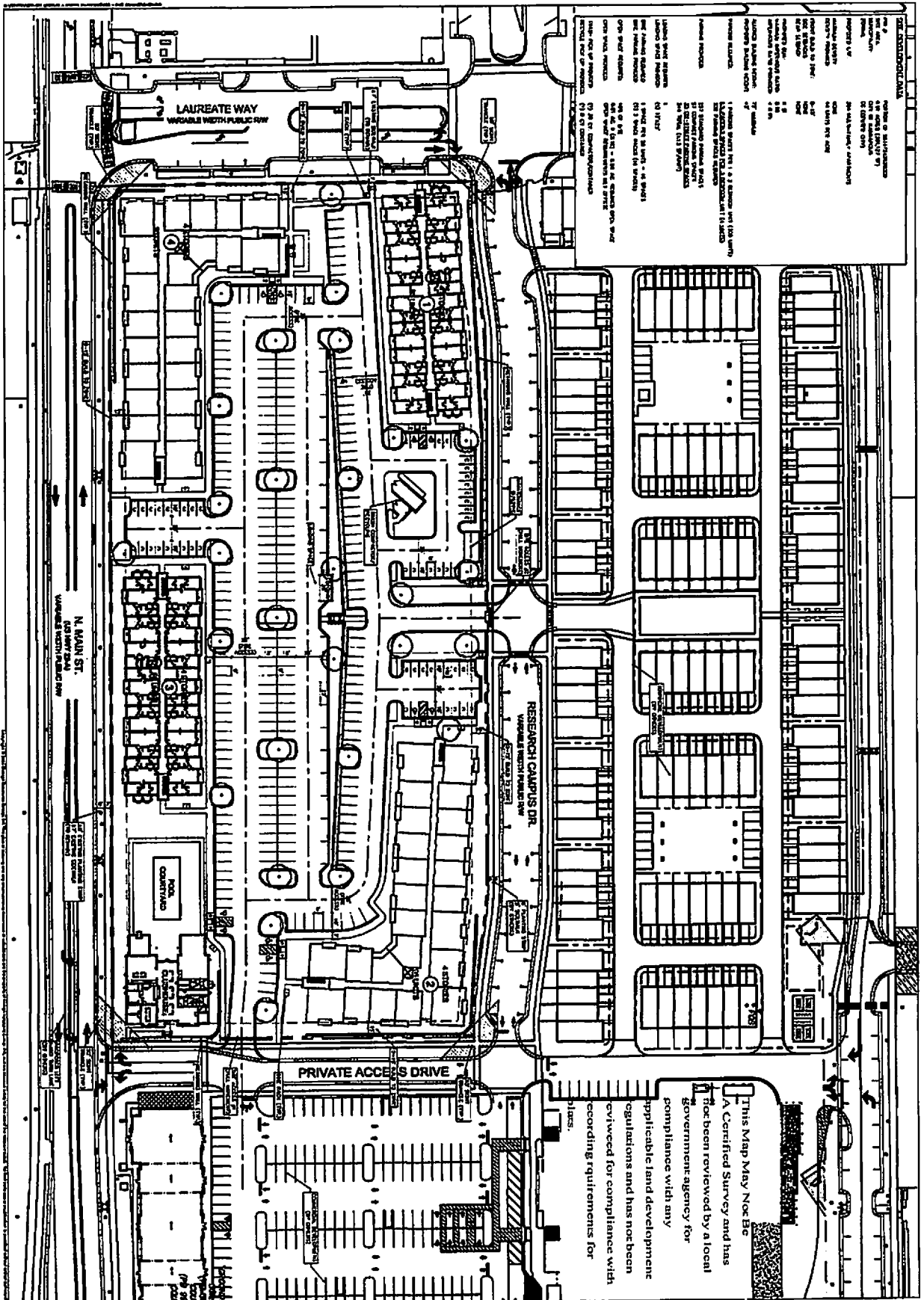
EXHIBIT B**Property**

EXHIBIT C

Development Plan

[PLEASE SEE NEXT PAGE]



This Map May Not Be
A Certified Survey and has
Not been reviewed by a local
Government agency for
compliance with any
applicable land development
regulations and has not been
reviewed for compliance with
recording requirements for
plans.



ACCENT MILLSTONE MULTIFAMILY
KANNAPOLIS, NORTH CAROLINA

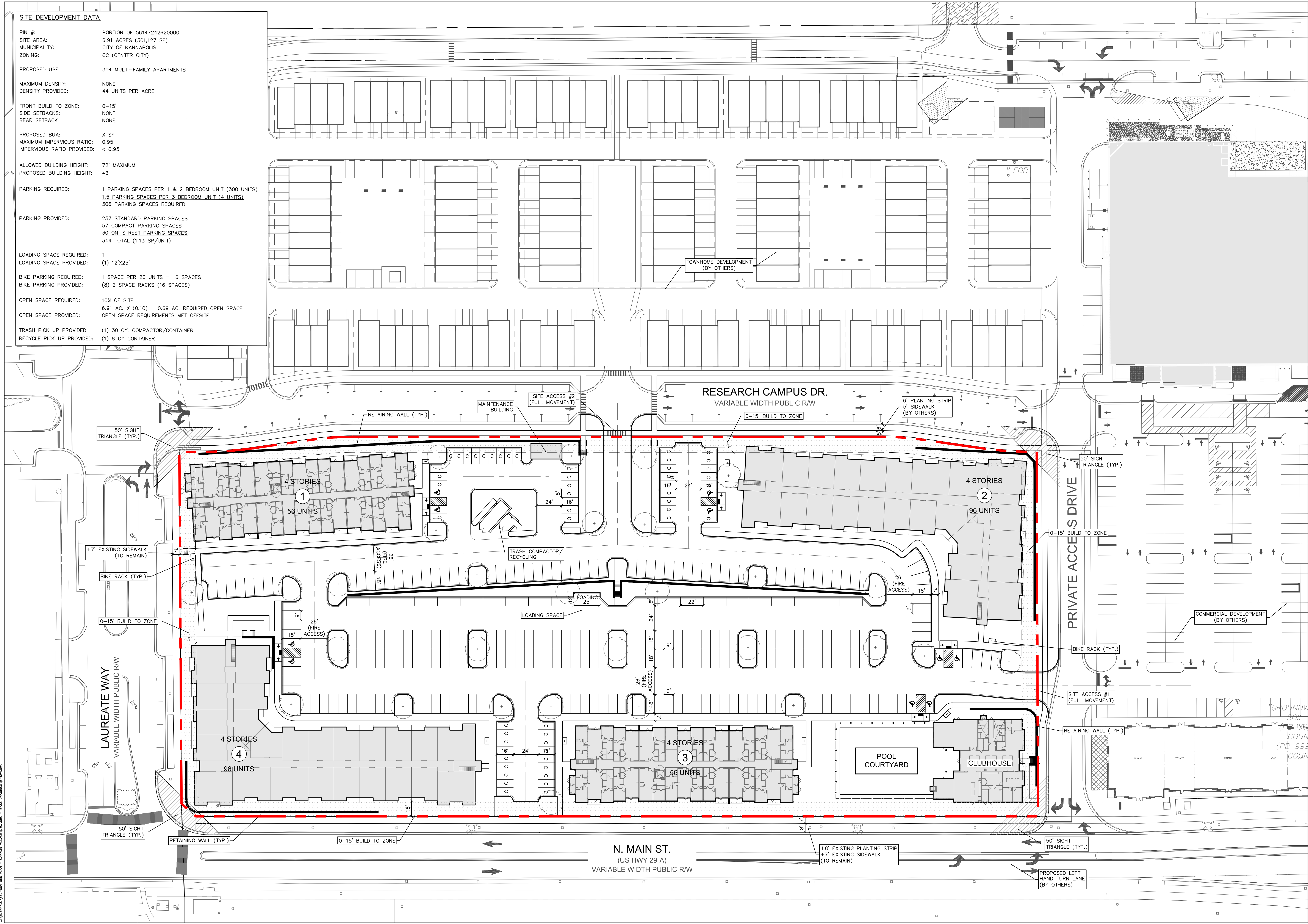
WESTPLAN
3745 NORTHCOTE DRIVE, NW
BIRMINGHAM, AL 35242
ATLANTA, GA 30327
770.350.9276

PRELIMINARY
SITE
PLAN
Scale: 1" = 40'
PROJECT # 27
DATE: JANUARY 14, 2023
REVISIONS:

EXHIBIT D

**Development Schedule and
Public Facilities Schedule/Scope of Work**

1. [THE SCOPE OF WORK SUBJECT TO FINALIZED OFFSITE IMPROVEMENTS PER TIA]
2. Comply with the requirements of Section VI. "General Conditions" Subsection B, of the City Wastewater Allocation Policy.
3. Development Project is anticipated to be completed on or before January 31, 2030, but such construction shall not be an obligation of Developer.

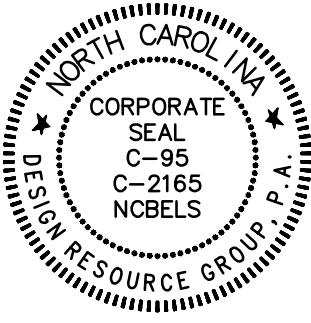


SITE DEVELOPMENT DATA	
PIN #:	PORTION OF 56147242620000
SITE AREA:	6.91 ACRES (301,127 SF)
MUNICIPALITY:	CITY OF KANNAPOLIS
ZONING:	CC (CENTER CITY)
PROPOSED USE:	304 MULTI-FAMILY APARTMENTS
MAXIMUM DENSITY:	NONE
DENSITY PROVIDED:	44 UNITS PER ACRE
FRONT BUILD TO ZONE:	0-15'
SIDE SETBACKS:	NONE
REAR SETBACK:	NONE
PROPOSED BUA:	X SF
MAXIMUM IMPERVIOUS RATIO:	0.95
IMPERVIOUS RATIO PROVIDED:	< 0.95
ALLOWED BUILDING HEIGHT:	72' MAXIMUM
PROPOSED BUILDING HEIGHT:	43'
PARKING REQUIRED:	1 PARKING SPACES PER 1 & 2 BEDROOM UNIT (300 UNITS) 1.5 PARKING SPACES PER 3 BEDROOM UNIT (4 UNITS) 306 PARKING SPACES REQUIRED
PARKING PROVIDED:	257 STANDARD PARKING SPACES 57 COMPACT PARKING SPACES 30 ON-STREET PARKING SPACES 344 TOTAL (1.13 SP/UNIT)
LOADING SPACE REQUIRED:	1
LOADING SPACE PROVIDED:	(1) 12'X25'
BIKE PARKING REQUIRED:	1 SPACE PER 20 UNITS = 16 SPACES
BIKE PARKING PROVIDED:	(8) 2 SPACE RACKS (16 SPACES)
OPEN SPACE REQUIRED:	10% OF SITE
OPEN SPACE PROVIDED:	6.91 AC. X (0.10) = 0.69 AC. REQUIRED OPEN SPACE OPEN SPACE REQUIREMENTS MET OFFSITE
TRASH PICK UP PROVIDED:	(1) 30 CY. COMPACTOR/CONTAINER
RECYCLE PICK UP PROVIDED:	(1) 8 CY CONTAINER



LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

1111 Hawthorne Lane, Charlotte, NC 28205
704.343.0608
www.drgroup.com



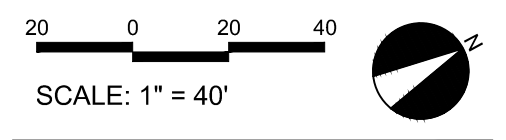
PRELIMINARY

ACCENT MILLSTONE MULTIFAMILY
KANNAPOLIS, NORTH CAROLINA

WESTPLAN

3715 NORTHSIDE PKWY., NW
BUILDING 400, SUITE 375
ATLANTA, GA 30327
770.390.9378

PRELIMINARY
SITE
PLAN



PROJECT #: 832-004
DRAWN BY: DK
CHECKED BY: TH

JANUARY 14, 2025

REVISIONS:

**CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
AND
WP GROUP ACQUISITIONS, LLC**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and WP Group Acquisitions, LLC., A Georgia limited liability company, with its successors in interest, (the “Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on January 27, 2025, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. The City approves the Development Agreement and hereby authorize the City Manager to execute and deliver the Agreement, including any and all necessary documents to effectuate the intent of the aforementioned Agreement. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records, and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make minor modifications, corrections and clerical revisions as may be necessary and consistent with the intent of this Resolution.
3. This Resolution is effective upon adoption.

Adopted this 27th day of January 2025.


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, NCCMC
City Clerk

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

**WP GROUP ACQUISITIONS, LLC,
A GEORGIA LIMITED LIABILITY COMPANY**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and WP Group Acquisitions, LLC, A Georgia limited liability company, with its successors in interest, (the “Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

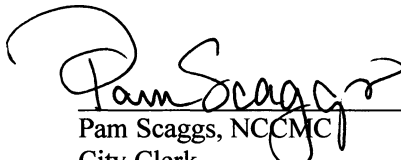
WHEREAS, a public hearing was held on January 27, 2025, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

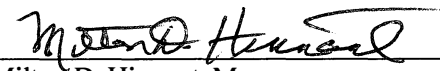
WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by and among the City and the Developer, attached hereto (the “Development Agreement”), and authorize the City Manager to execute the Development Agreement.
2. This Ordinance is effective upon adoption.

Adopted this 27th day of January 2025.


Pam Scaggs, NCCMC
City Clerk


Milton D. Hinnant, Mayor



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Irene Wong, Economic & Community Development Director
Subject: **PUBLIC HEARING AND RESOLUTION** - Sale of City owned property at 6106 Old Macedonia Ct - Scooter's Coffee **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

1. Hold a public hearing regarding the sale of the parcel at 6106 Old Macedonia Ct.
2. Motion to adopt a Resolution authorizing the City Manager to negotiate and execute the Purchase Agreement for the sale of the parcel at 6106 Old Macedonia Ct.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City owns a 1.5 acre parcel on the west side of Kannapolis Pkwy at Hwy 73; it is the last remaining parcel from the Gateway Business Park that the City developed more than 20 years ago.

In April 2024, City Council approved a purchase agreement to sell the property for \$535,000; however the buyer terminated the agreement during the due diligence period. The City has received an offer to purchase the property for \$460,000. The buyer has proposed Scooter's Coffee franchise. Scooter's Coffee has 800 locations across the U.S. The purchase agreement allows for a 180-day inspection period with two 30-day extension options, so closing would not occur until Fall of 2025.

Fiscal Implications

Since the business park was funded with a CDBG Section 108 loan, 81.4% of the proceeds from the sale will need to go back to the City's CDBG account as program income, which can then be used for CDBG eligible projects. The remaining 18.6% of the proceeds will go back to the City's General Fund. This pro-rata amount is based on the original investment into the business park of CDBG funds and General Funds.

Alternate Courses of Action

1. **Motion to adopt a Resolution authorizing the City Manager to negotiate and execute the Purchase Agreement for the sale of the parcel at 6106 Old Macedonia Ct.
(Recommended)**
2. Table to a future meeting.
3. Take no action. Note: This will result in not selling the property at this time.

Attachments

1. Public Hearing Notice (6106 Old Macedonia Court, Kannapolis) - Jan 27, 2025
2. 2025-09 Resolution approving execution of purchase and sale agreement related to 6106 Old

Macedonia Ct



KANNAPOLIS CITY COUNCIL NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the Kannapolis City Council (“City Council”) will conduct a public hearing relating to the City of Kannapolis (“City”) entering into a Purchase and Sale Agreement (“Agreement”) pursuant to North Carolina General Statutes §§ 158-7.1 with SCOOTER’S KANNAPOLIS, LLC (hereinafter, “Developer”). Pursuant to the Agreement, the City intends to convey to Developer certain real property being 6106 Old Macedonia Court, Kannapolis, NC and having a Cabarrus County Tax Parcel ID# 4691-99-3021 (the “Property”).

The City proposes to convey the Property to Developer for Four Hundred Sixty Thousand Dollars (\$460,000.00) being its fair market value.

A copy of the proposed Agreement, including attachments will be available for public inspection at the office of the City Clerk, located in City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, during regular business hours.

The City Council intends to approve the purchase but will accept public input prior to voting on the Agreement.

A Public Hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on January 27, 2025. At the time and place fixed for this Public Hearing, the City will discuss the terms of the Purchase and Sale Agreement and related documents, and the City Council will receive public comment.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the **City of Kannapolis**, should contact the **office of Heather James, Human Resource Director**, by phone at 704-920-4322 or by email at hjames@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

ADVERTISING INSTRUCTIONS:

To be published as on **Thursday, January 16, AS LEGAL AD**

If this date is not acceptable, or any problems please contact immediately:

Pam Scaggs, City Clerk

(704) 920-4303

pscaggs@kannapolisnc.gov

**RESOLUTION APPROVING THE EXECUTION OF A
PURCHASE AND SALE AGREEMENT**

WHEREAS, North Carolina General Statutes Chapter 158A, Article 1, “Local Development Act of 1925”, authorizes municipalities to engage in appropriations and expenditures of funds for economic development programs; and

WHEREAS, North Carolina General Statutes §158-7.1 authorizes the City to convey interests in property owned which have been determined by City Council to increase population, taxable property, agricultural industries, employment, industrial output or business prospects of the City; and

WHEREAS, the City has determined that it is in its best interest to enter into the Purchase and Sale Agreement (the “Agreement”) with SCOOTER’S KANNAPOLIS, LLC (“Developer”) to accomplish these purposes; and

WHEREAS, City find that agreements and premises exchanged between the parties as contained in the Agreement and as identified in this Resolution will have a significant effect on achieving the above-stated goals; and

WHEREAS, on January 27, 2025, the City held a duly advertised public hearing to receive public comment on the proposed Agreement.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Council Findings. Council finds that pursuant to North Carolina General Statutes Section 158-7.1 as follows:

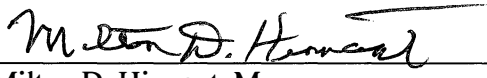
1. In accordance with North Carolina General Statutes §158-7.1 the City owns the Property as set out in the Agreement;
2. Development on the Property will have a significant effect on the improved business prospects, employment and overall well-being on the City;
3. The City Council has determined that the property is being sold at its fair market value;
4. The City duly advertised a public hearing and opened the floor for public comment on this transaction;
5. The Agreement complies with North Carolina General Statutes §158-7.1.

Section 2. Adoption of Instruments. The City Council hereby approves and adopts the Agreement between the City and Developer, copies of which have been made available to the City Council and to the public prior to the public hearing.

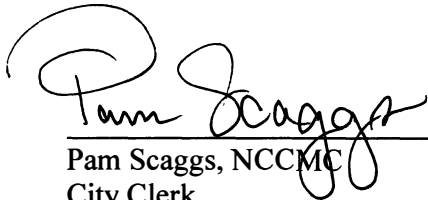
Section 3. Authorization of Manager to Execute the Instruments. The City hereby authorizes the City Manager to execute and deliver the Agreement, including any and all necessary documents and agreements to effectuate the intent of the aforementioned Resolution. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make modifications, corrections and clerical revisions as may be necessary and not inconsistent with the intent of this Resolution.

Section 4. Effective Date. This Resolution is effective on the date of this adoption.

Adopted this 27th day of January 2025.



Milton D. Hinnant, Mayor



Pam Scaggs, NCCMC
City Clerk



**LETTER OF INTENT – PURCHASE
MODEL: FREE-STANDING DRIVE-THRU**

January 10th, 2025

City of Kannapolis
401 Laureate Way
Kannapolis NC 28081

**RE: 1.47 acres at 6106 Old
Macedonia Ct, Kannapolis NC 28027**

Dear Mr. Kinney:

We are pleased to present to you this offer that sets forth the conditions on which SCOOTER'S KANNAPOLIS, LLC or its assignee ("Purchaser") is willing to negotiate a Purchase and Sale Agreement for the Property. This Letter of Intent is not intended to be a binding contract, except as otherwise specifically provided herein, but is intended to provide the basis for negotiations for a mutually acceptable Purchase and Sale Agreement ("Agreement") to be negotiated hereafter by Purchaser and City of Kannapolis ("Seller").

PROPERTY: Size: 1.47 acres
Location: 6106 Old Macedonia Ct, Kannapolis NC 28027

PURCHASE PRICE: \$460,000 USD

EARNEST MONEY: \$10,000 USD (refundable to Purchaser prior to the expiration of the Feasibility Period and applicable to the Purchase Price at Closing).

FEASIBILITY PERIOD: Purchaser may terminate the Agreement within 180 days of full execution of the Agreement if it determines for any reason that purchase of the Property is not in its interest as determined by Purchaser in its sole discretion, which reasons may include (without limitation) matters related to the condition of the Property, adjacent circumstances, construction, zoning, permitting,

Purchaser’s intended use of the Property, signage, traffic and operational issues. Purchaser may extend this period for two 30-day extension period(s) for permitting only with an additional non-refundable \$5,000 earnest money deposit for each extension, to be deposited within 5 Calander days of the Purchaser electing to exercise their right to extend. Purchaser shall have full and complete access to the Property from and after the a fully executed Purchase Agreement (and such right of access shall be binding upon Seller. Should the Purchaser terminate the Purchase Agreement, the Purchaser shall provide any and all non-proprietary studies, inspections, or due diligence within 5 cleaner days of contract termination.

CLOSING DATE: No later than 30 days after the expiration of the Feasibility Period or extension .

Subject to Upset Bid Progress and City Council Approval: Acceptance of a buyer signed LOI will be subject to Kannapolis City Council Approval. Before City Council approval, the offer is subject to a 10 day upset bid.

TITLE COMPANY: Title Company to be determined by Purchaser at the draft of the Purchase Agreement.

TITLE INSURANCE: Seller will convey to Purchaser fee title to the Property by Special Warranty Deed, subject to any liens, tenancies, encumbrances, or exceptions expressly approved by Purchaser.

SELLER’S WORK: The property is to be purchased, “As is”.

SELLER’S COOPERATION: Seller shall cooperate with Purchaser in connection with Purchaser’s Feasibility (described above). Such cooperation shall include providing such information and documents, within the Sellers possession, as Purchaser shall reasonably request including (without limitation) any leases and contracts affecting the Property, any other documents affecting title to or use of the Property, any documents related to hazardous substances on the Property or any off-site hazardous substances that may now or in the future affect the Property, any proceedings or notices of violations of applicable law, any insurance policies affecting the Property, any documents or requested information concerning compliance with applicable law, including building codes or zoning laws, any contracts concerning utilities or other matters related to the Property, information concerning real estate taxes (or similar governmental charges), surveys, any threatened or actual condemnation or eminent domain proceedings, any threatened or actual claims, administrative actions, or lawsuits affecting the Property. Seller shall disclose any known conditions, including, but not limited to, environmental contamination, restrictions on utilities, use limitations, or other matters that would adversely affect Purchaser’s proposed use, design, permitting or construction on the Property.

Seller has shared all of the information to its knowledge that would adversely impact development. The term “knowledge” shall mean the knowledge of Kannapolis City Manager. The property is located within the Airport Overlay District and the Coddle Creek Overlay. For more information on zoning and wastewater allocation, refer to the Kannapolis Development Ordinance (KDO), article three, or call the City of Kannapolis Planning Department at 704-920-4350.

**HAZARDOUS
SUBSTANCES:**

Upon full execution of this Letter of Intent, Seller shall promptly deliver to Purchaser all reports or other documents that describe or relate to the environmental condition of the Property, including (without limitation) any Phase I or Phase II, within the Seller’s possession.

Seller shall indemnify, defend and hold harmless Purchaser from any loss, damage, injury, damages, claims or liabilities, including (without limitation) any attorneys’ fees, consultants’ fees, other expert fees and costs incurred in connection therewith, related to hazardous substances located on the Property on or before the Closing Date, and hazardous substances that are currently not located on the Property, but shall hereafter become located on the Property as a result of seepage, migration or other movement of a plume, contaminated water, such as contaminated groundwater, or other body of hazardous substances that touch, move or migrate onto the Property by the Closing Date.

CONFIDENTIALITY:

The parties shall maintain all Confidential Information in confidence and shall not disclose such Confidential Information to any other party without the consent of the other party hereto. Confidential Information shall mean the terms of this Letter of Intent, the Purchase and Sale Agreement, if any, negotiated hereafter and any and all information whether in oral, written, or other form that is communicated by Purchaser to Seller related to Purchaser’s proposed purchase, development and/or use of the Property.

**BROKERAGE
COMMISSION:**

If closing occurs, Seller agrees to pay the brokerage commission of 3.00% of the total purchase price to MECA Commercial Real Estate for services provided in connection with the Agreement according to the terms of a separate commission agreement executed between such broker and Seller. This provision documents the agreement between Purchaser and Seller and is not intended to create any third-party beneficiary rights for any broker or real estate agent.

EXCLUSIVE DEALING:

Seller agrees to negotiate exclusively with Purchaser for a period of thirty (30) days from the date that this Letter of Intent is fully executed and delivered to Purchaser (“Exclusivity Period”), so long as both parties are acting in good faith to reasonably execute the Purchase Agreement. During the Exclusivity Period, Purchaser and Seller shall negotiate in good faith to agree upon the terms and conditions of the Agreement. During the Exclusivity Period, Seller shall deal exclusively with Purchaser and Seller shall not itself (and will not allow any broker acting on its behalf) to discuss, consider, solicit or negotiate any

proposed contract or other arrangement concerning the purchase and sale or lease of the Property to any person or entity other than Purchaser.

COSTS:

Purchaser shall pay: all escrow fees and closing costs, (b) recording fees for transaction documents other than the Deed, (c) Purchaser's share of prorations, if any, (d) the cost of the Survey and (e) any additional premium charged for extended coverage for the Title Policy and any additional endorsements that Purchaser may require.

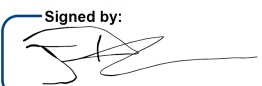
Seller shall pay: (a) the cost of documentary transfer tax (if any, see GS 105-228.23), (b) Seller's share of ad valorem tax prorations, if any, and (c) recording fees for the Deed.

Purchaser and Seller shall each pay their own legal fees and fees of their own consultants. All other costs and expenses shall be allocated between Purchaser and Seller in accordance with the customary practice of the county in which the Property is located.

Please sign below if the terms of this Letter of Intent are acceptable to you. Purchaser will prepare a draft Purchase and Sale Agreement for your review upon receipt of an executed copy of this Letter of Intent. This Letter of Intent is non-binding, except as otherwise specifically set forth above. Except for those two provisions, this Letter of Intent will be superseded by, and the parties will only be bound by the terms and provisions of a written Purchase and Sale Agreement in a form and substance satisfactory to both parties if and when such Purchase and Sale Agreement is fully executed and delivered by both parties.

Sincerely,

Ross Robison
MECA Commercial Real Estate
Cell: (910) 297-5551
Email: rrobison@mecacommercial.com

Signed by:

By 1431C78F3B58463...

Its Franchisee

Accepted and agreed to this 1/15/2025 day of _____.

SELLER:

City of
Kannapolis

By DocuSigned by:
Michael B. Legg
B937150E2B864E7...
Its City Manager

EXHIBIT "A"

Legal Description of Property and Easements





Kannapolis City Council

City Council Agenda Staff Report

January 27, 2025

To: Mayor and City Council

From: Eddie Smith, Deputy City Manager, Kristin Jones, Budget and Strategy Director

Subject: **BUDGET ORDINANCE AMENDMENT #25-28** - Reappropriating the Jiggy Festival funds to City Council Contingency **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Approve budget amendment #25-28 which moves the funding from the Jiggy line item to Council contingency

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Jiggy, as the festival is now known, hasn't always been a "City" festival. The origin of Jiggy began decades ago with a celebration commonly known as Cottonstock, intended to celebrate the city's rich history and tradition of the textile industry. Through several decades, the non-profit Cabarrus Events Association coordinated the festival in Cannon Village which came to be known by other names such as Village-Fest and Spring-Fest, and Village Jiggy Jam. As resources, sponsors, and volunteers decreased in the early 2000s, so too did vendors and festival attendees. As the festival struggled through the lack of resources and interests, the community and visitors began questioning why the City didn't allocate more time and resources, all the while not knowing the festival wasn't a "City" event. Recognizing this public disconnect about who was responsible for the festival, the City decided to become more engaged and dedicate resources to help Cabarrus Events Association improve the festival activities, including the addition of a kids zone, fireworks, a nationally sanctioned BBQ competition, and improved musical entertainment. After a two-year joint partnership, Cabarrus Events Association opted to relinquish coordination of the festival to the City which is now Jiggy as we know it.

Jiggy Costs

The costs of producing Jiggy have continued to increase dramatically post-COVID, and sponsorship dollars have become almost non-existent. Companies are more inclined to offer "in-kind" donations for services that barely tip the scales or \$100 here and there. Jiggy was once a \$300,000 event that increased dramatically to \$441,000 in 2024 (this does NOT include staff hours which is estimated around \$70,000 in overtime). Some of the increased costs were associated to one-time expenses related to celebrating Jiggy's 10th Anniversary, but a recent Jiggy committee meeting has revealed that removing the one-time expense items only reduces the proposed event budget down to a projected \$421,000 for the scheduled May 2025 event.

In 2023, the BBQ competition added a second day of competition and expanded to include a Backyard competition to increase the number of interested teams and provide more participation in People's Choice. However, with an increase in teams comes an increase in costs. The BBQ competition alone accounts for \$165,000 of the \$421,000.

Below is a list of the big-ticket items that are driving costs (expenses from the May 2024 event):

- BBQ Competition Payouts \$69,738
- Resilient Energy (Generators/Distribution Cables) \$60,333
- Craig Morgan Concert - \$57,480
- Kids Zone Equipment \$41,171
- Drone Show \$32,550 (the most talked about and social media shared moment of Jiggy 2024)
- Concert Stage and Sound Production \$28,400
- Tent Rentals \$10,911

Jiggy Recommendations

The original intent for maintaining and growing Jiggy was to attract visitors downtown as we began our Downtown Revitalization Project. We used the VIP Dinner and the overall festival to invite potential investors and residents as well as developers to visit the City and see our vision and the possibilities of their future in Kannapolis. We did not have suitable anchors or assets to showcase the City, and the festival worked as a technique to market and brand Kannapolis.

A decade later we have achieved this vision, We have the Ballpark, Gem Theatre, Swanee Theatre, and a thriving business district. We have restaurants and places for people to dine and be entertained. The time and commitment for continuing to produce a large city festival may have passed and it is time for a new chapter in our hosting of events and marketing.

There is value to hosting a City-wide festival but there may be other opportunities that we can partner with downtown businesses through Downtown Kannapolis Inc. (DKI) to leverage our dollars (Octoberfest, St. Patrick's Day, a Cannon Ballers partnership, another new festival or maybe two concert-only events on the Campus Lawn) and revitalization of other areas of the City.

The costs of producing a festival for two days versus marketing the entire City and our businesses with several smaller events or every day would seem to be a more appropriate direction at this time. Additional factors, including the costs of bringing in well-known artists to attract a large crowd to the festival, have grown exponentially in the last two years. There are large urban music festivals on the same weekend in Charlotte and the surrounding area who are competing for the same residents and visitors for their attendance. There has also been a decline in the number of people competing in BBQ events and those who do expect a high-caliber competition with increases in prize monies which is becoming untenable.

This budget amendment would result in no Jiggy Festival in 2025 and the end of the Jiggy Festival going forward; but it will have ended after a highly successful 10-year run. More specifically, the amendment would redirect the festival funding to City Council's contingency item to be used at its discretion (use of these funds in the future require additional City Council action). If none of the funds are used by June 30, 2025, they will roll back into Fund Balance in the General Fund.

Going forward, these funds would be redirected as part of the FY 26 Budget currently being developed by staff.

Fiscal Implications

A budget amendment is needed to move the current funding from the Jiggy with the Piggy expense

line item to City Council contingency. One item to note is that the original budget of Jiggy with the Piggy currently sits at \$235,000 and that this doesn't account for the increased costs noted above or staff overtime. Previous years have always required an end-of-year budget amendment of varying amounts to cover rising costs. This budget amendment will only move the original budget funding of \$235,000. However, it will also make the projected fund balance transfer later this year unnecessary, thus saving approximately \$200,000 in additional funding. Further it will also free up the full \$421,000 that was being assumed for the FY 26 budget.

Alternate Courses of Action

1. **Motion to approve budget amendment #25-28 which moves the funding from the Jiggy line item to Council contingency. (Recommended)**
2. Take no action
3. Table to a future meeting.

Attachments

1. 2025-10 Ordinance Amending Budget #25-28 Appropriating Jiggy Festival funds to City Council Contingency

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025
Amendment # 25-28**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 27th day of January 2025, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: A budget amendment is needed to move the funding from the Jiggy with the Piggy expense line item to City Council contingency. One item to note is that the original budget of Jiggy with the Piggy currently sits at \$235,000 and that this doesn't account for the increased costs noted above or staff overtime. This budget amendment will only move the original budget funding of \$235,000. Other costs associated with Jiggy (such as entertainment and overtime costs) should it continue for FY 25, will be adjusted towards year end with a fund balance appropriation, if necessary.

SECTION I – GENERAL FUND

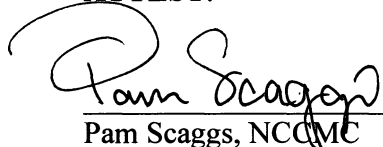
Expenditure:	Increase: Council Contingency	\$235,000
	Expenditure: 10000-51320	

Expenditure:	Decrease: Program Supplies- Jiggy	\$235,000
	Expenditure: 15060-46630-JIGGY	

This ordinance is approved and adopted on this 27th day of January 2025


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
January 27, 2025

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **EMPLOYMENT AGREEMENT AMENDMENT - Between the City of Kannapolis and City Attorney, Walter M. Safrit II APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to authorize the City Manager to execute the Amendment to the Employment Agreement between the City and Walter M. Safrit, II

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City's long time City Attorney, Walter M. "Wally" Safrit, II has announced his retirement effective August 1, 2025. Mr. Safrit has served the City as its only City Attorney for 40 years, initially as a part-time attorney via contract with his law firm. Over the years, the workload and needs of the City evolved and in 2011, Mr. Safrit transitioned to a full-time contract employee.

In November 2024, response to Mr. Safrit's retirement decision, City Council began the process of searching for his replacement. Earlier this month City Council reached an agreement with Andrew Kelly to become the second Kannapolis City in its 40-year history. Mr. Kelly begins employment with the City on February 19, 2025 with the February 24, 2025 City Council meeting being his first.

The contract amendment with Mr. Safrit does two primary things: 1) acknowledges the retirement date, and 2) establishes Mr. Safrit's new role as a consulting attorney until his retirement.

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to authorize the City Manager to execute the Amendment to the Employment Agreement between the City and Walter M. Safrit, II (Recommended)**
2. Table the action to a future meeting.
3. Take no action.

Attachments

1. Employment Agreement Amendment

STATE OF NORTH CAROLINA
CITY OF KANNAPOLIS

AMENDMENT TO
EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (the "Amendment") is made and entered into this ___ day of January, 2025, by and between the City of Kannapolis ("City") and Walter M. Safrit, II (the "Employee").

WITNESSETH:

WHEREAS, City and Employee entered into an Employment Agreement on or about July 27, 2011 (the "Employment Agreement"); and

WHEREAS, pursuant to the Agreement, Employee was appointed City Attorney pursuant to the provisions of NCGS 160A-173 and has served continually in such position; and

WHEREAS, Employee has notified City of his election to resign from said position immediately but with the intention to continuing full employment with the City in a designated legal advising position for a period ending on or about August 1, 2025; and

WHEREAS, City desires to retain Employee in its employment as a full-time employee in a designated legal advising position to be determined.

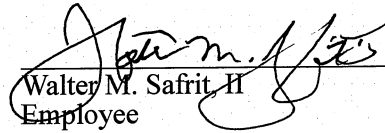
NOW THEREFORE, upon consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Employee hereby resigns as City Attorney effective on or about February 19, 2025 or such the date agreed upon by the Parties but in no event later than the date on which the succeeding City Attorney is administered the oath of office for that position.
2. Following the date of Employee's resignation as City Attorney, Employee shall continue as an employee of the City pursuant to the terms of the existing Employment Agreement and its current terms of employment, compensation and benefits except as expressly modified by this Amendment.
3. Employee shall perform such legally permissible and proper duties and functions as the City Council and City Manager shall from time to time assign to him.
4. Employee shall have such position title the City Manager shall deem appropriate.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment pursuant to the authority granted to them the day and year first above written.

Michael B. Legg
City Manager
City of Kannapolis


Walter M. Safrit II
Employee

ATTEST:

Pam Scaggs, NCCMC
City Clerk

This Instrument has been pre-audited in the
Manner required by the "Local Government
Budget or Fiscal Control Act"

Brian L. Roberts
Finance Director