CITY COUNCIL
BUSINESS MEETING
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS, NC
APRIL 28, 2025
6:00 PM

Please Turn off Cell Phones or Place on Silent Mode.

APPROVED MINUTES

A. April 28, 2025 Business Meeting ()

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. **ORDINANCE** - Motion to approve an Ordinance to demolish property located at 108 Airport Road related to a Code Enforcement Minimum Housing Code Violation. **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)

B. **AGREEMENT** - DFI Predevelopment Services Agreement Amendment **UNANIMOUSLY APPROVED** (Irene Wong, Economic & Community Development Director)

C. **RESOLUTION -** Motion to approve Resolution supporting a Grant Application to the Cabarrus Rowan Metropolitan Planning Organization Carbon Reduction Program to fund the Bakers Creek Greenway HAWK Signal **UNANIMOUSLY APPROVED** (Wilmer Melton, Assistant City Manager, Richard Smith, Planning Director)

D. **VOLUNTARY ANNEXATION** - A-2025 - Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to Annex; and Fix the Date of Public Hearing on approximately 5.039 +/- acres of property located at 2806 N. Cannon Boulevard and further identified as Rowan County Parcel Identification Number 133 05708. **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)

E. **MINUTES:** April 14, 2025 Work Session **UNANIMOUSLY APPROVED** (Pam Scaggs, City Clerk)

F. **MINUTES**: April 14, 2025 Closed Session **UNANIMOUSLY APPROVED** (Pam

Scaggs, City Clerk)

BUSINESS AGENDA

A. **PUBLIC HEARING TEXT AMENDMENT #2025-04**- KDO Text amendments to Article 4, Section 4.2.D(3)a.4(b)3 to increase the maximum number of dwellings permitted in a pocket neighborhood development from twelve (12) to thirty (30). **APPROVED 5 TO 2** (Elizabeth McCarty, Assistant Planning Director)

B. **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-05** - CP Kannapolis Investments, LLC (Loop Yard Amendment) **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)

C. **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-06** - Dale Earnhardt Blvd Partners, LLC (Dale Earnhardt Blvd. Townhomes) **DENIED 3 TO 4** (Richard Smith, Planning Director)

D. **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-07** - Cambridge Properties Inc. (Millstone Townhomes) **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)

E. **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-08** - Bainbridge Communities Acquisition II, LLC. (Bainbridge Kannapolis) **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)

F. **PUBLIC HEARING** - Voluntary Annexation (A-2025-04) of approximately 13.95 +/- combined acres of properties located at 5400 and 5425 Odell School Road (Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000) and consider a motion to extend the Corporate Limits of the City of Kannapolis. **UNANIMOUSLY APPROVED** (Elizabeth McCarty, Assistant Planning Director)

G. **PUBLIC HEARING** - Voluntary Annexation (A-2025-05) of approximately 87.748 +/- acres of combined properties located at 2423 and 2575 Jim Johnson Road and an Unaddressed parcel on Jim Johnson Road (Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000) and consider a motion to extend the Corporate Limits of the City of Kannapolis. **UNANIMOUSLY APPROVED** (Elizabeth McCarty, Assistant Planning Director)

H. **PRESENTATION AND DISCUSSION** - Broadcasting of City Council Meetings **NO ACTION REQUIRED** (Mike Legg, City Manager)

I. **CONTRACT AND BUDGET ORDINANCE -** Downtown Sewer Outfall Contract Award and Budget Amendment #25-37 **UNANIMOUSLY APPROVED** (Brian Roberts, Finance Director, Alex Anderson, Director of Water Resources)

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
CITY COUNCIL
WORK SESSION MEETING MINUTES
April 28, 2025

A business meeting of the Kannapolis North Carolina City Council was held on Monday, April 28, 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:	Doug Wilson	
	Jeanne Dixon	
	Dianne Berry	
	Tom Kincaid	
	Darrell Jackson	
	Ryan Dayvault	
Executive Staff:	Mike Legg, City Manager	
	Eddie Smith, Deputy City Manager	
	Tina Cline, Assistant City Manager	
	Wilmer Melton, Assistant City Manager	
City Attorney:	Andrew Kelly	
City Clerk:	Pam Scaggs	
Staff Present:	Alex Anderson	Richard Smith
	Albaro Reyes	Terry Spry
	Gary Mills	Annette Privette-Keller
	Kirk Beard	Irene Wong
	Michael Rattler	
Visitors Present:	Joe Hatley	Tonya Williams
	John Eskam	Carla Murray
	Bridget Grant	Nate Buhler
	Aaron Wagoner	Sophia Wilkerson
	Josh Teague	Phil Goodman
	Stephen Freeman	Marc Meeuwissen
	Emmy Watkins	Harris Watkins
	Ben Vermeire	Kendall Stavenger
	Taylor Deaton	Naomi Hatchell
	Greg Lambert	Pam Lambert
	Lottie Forney	

CALL TO ORDER AND WELCOME

Mayor Hinnant called the meeting to order and welcomed all in attendance. He led a moment of silent prayer, followed by the Pledge of Allegiance by Councilmember Dayvault.

ADOPTION OF AGENDA

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

CEREMONIAL OATH OF OFFICE

Police Captain Chris Hill formally introduced two of the City's newest police officers, explaining that both officers are transferring to the City of Kannapolis from other law enforcement agencies and that they are B.L.E.T. (Basic Law Enforcement Training) certified. Captain Hill added that they are currently completing field training. City Clerk Pam Scaggs ceremonially provided the Oath of Office to both Andrew Coleman and Vincent Murray.

CONSENT AGENDA

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

Ordinance to demolish property located at 108 Airport Road. (Richard Smith, Planning Director) (Copy included as Exhibit A)

Agreement for DFI Predevelopment Services Agreement Amendment. (Irene Wong, Economic & Community Development Director) (Copy included as Exhibit B)

Resolution supporting a Grant Application to the Cabarrus Rowan Metropolitan Planning Organization Carbon Reduction Program to fund the Bakers Creek Greenway HAWK Signal. (Wilmer Melton, Assistant City Manager, and Richard Smith, Planning Director) (Copy included as Exhibit C)

Resolution Directing Clerk to Investigate and Certify the Petition and Resolution of Intent to Annex and Fix Date of Public Hearing on approximately 5.039 +/- acres of property located at 2806 North Cannon Boulevard (Rowan County Parcel Identification Number 133 05708. (Richard Smith, Planning Director) (Copy included as Exhibit D)

Work Session Minutes – April 14, 2025 (Pam Scaggs, City Clerk)

Closed Session Minutes – April 14, 2025 (Pam Scaggs, City Clerk)

BUSINESS AGENDA

Public Hearing Text Amendment #2025-04 – KDO Text Amendments to Article 4, Section 4.2.D(3)a.4(b)3 to increase the maximum number of dwellings permitted in a pocket neighborhood development from twelve (12) to thirty (30). (Elizabeth McCarty, Assistant Planning Director) (Copy included as Exhibit E)

Assistant Planning Director, Elizabeth McCarty, provided information regarding a proposed text amendment to the Kannapolis Development Ordinance (KDO) to increase the maximum number of

dwellings permitted in a pocket neighborhood development from twelve to thirty dwellings. Ms. McCarty identified the applicant and explained that pocket neighborhoods are small, clustered single-family homes designed around shared spaces to encourage community interaction and promote affordable housing. She added that the Move Kannapolis Forward 2030 Comprehensive Plan supports these developments noting that they are currently permitted in the Residential 8 (R8), Residential 18 (R18), Mixed-Use Neighborhood (MU-N), Planned Development (PD) and Planned Development Traditional Neighborhood Development (PD-TND) zoning districts.

Ms. McCarty stated that the Planning and Zoning Commission recommended approval of the text amendment with the following added standards as well a change to the Principal Use Table reflecting the addition of the SUP:

1. Developments with 13 to 30 units must obtain a Special Use Permit (SUP).
2. Homes should be arranged in clusters of no more than 12 units.
3. Each cluster will have shared open space to include a community gathering feature, such as a barbecue area, picnic space, garden, playground, or similar amenity.
4. Multiple clusters should be connected via pedestrian pathways.
5. Gross density of the development should not exceed a 20 percent increase in the density of the underlying base zoning district.

Council members raised several questions regarding the proposed pocket neighborhood development, including its location, total unit count, comparisons to similar projects in nearby municipalities, individual unit size and number of bedrooms, affordability qualifications, and spacing between homes.

Ms. McCarty confirmed that the project is planned for Alpine Street (R8 zoning district) and that the applicant is requesting 27 units, which prompted the text amendment request since current standards limit the total number of units to 12. She noted that the applicant had developed similar neighborhoods in the Charlotte area but did not have further details. Regarding unit size, she stated they would range from approximately 1,200 to 1,600 square feet, though the number of bedrooms had not been specified. She explained that smaller lots and homes contribute to affordability by reducing land and construction costs. As for unit spacing, she clarified that a 5-foot side yard setback is required, consistent with the R8 zoning district.

Mayor Pro tem Berry expressed concern over the lack of renderings, raised questions about parking, and inquired whether the applicant had met with neighboring residents. She suggested tabling the matter until visual representations could be provided. Ms. McCarty directed Council to the submitted site plan, identified parking locations as well as how the homes will be oriented on the lots, noting that all units will be "rear-loading" and accessed via an alley. She added that a neighborhood meeting was not required because pocket neighborhoods are a permitted use by right in the R8 zoning district. Ms. McCarty noted that Council is reviewing the request because the applicant was seeking approval for more than 12 units and submitted the text amendment application which requires Council approval.

City Manager, Mike Legg, suggested that understanding other uses permitted by right or by SUP in the R8 zoning district could be beneficial. Ms. McCarty explained that townhomes, duplexes, triplexes, single-family attached and detached homes, pocket neighborhoods, tiny house neighborhoods, and multi-family residential developments are all uses permitted by right. She also

highlighted that the R8 zoning district allows up to eight units per acre, meaning the applicant's proposal presents a lower density than what is currently permitted while providing an option for smaller homes.

Mayor Hinnant advised against tabling the request emphasizing that the proposed text amendment provides a viable solution to the housing shortage, with the SUP requirement serving as a safeguard to ensure that pocket neighborhoods exceeding 12 units undergo a thorough review to align with the city's needs and standards. He added that renderings and drawings should be provided during the SUP process.

There being no additional questions or comments for staff, Mayor Hinnant opened the Public Hearing.

Nicholas Parker, Managing Partner for Green Street Capital Partners, addressed earlier questions regarding similar projects and stated that they have successfully developed similar communities in Charlotte, Cramerton, and Albermarle. Mr. Parker added that there is a similar project currently under construction in Weaverville, North Carolina. He stated that their homes meet Zero Energy Home standards and are designed for expansion allowing homeowners to build equity in their homes.

Resident Phil Goodman expressed agreement with Mayor Pro tem Berry and urged Council to consider postponing the decision until the applicant could present drawings or further details on the project's design. He also voiced concerns about the proposed five-foot spacing between homes.

There being no further questions or comments, Mayor Hinnant closed the Public Hearing.

Planning Director, Richard Smith, addressed an earlier question regarding notifying neighbors of the proposed development clarifying that if the text amendment is approved by Council, the applicant will need to apply for a SUP, at which point neighbors will be notified and given the opportunity to attend a separate public hearing. Mr. Smith also addressed Mr. Goodman's concerns about spacing, explaining that each home must be set back five feet from both property lines, resulting in a ten-foot gap between homes. Additionally, he noted that while home prices are market-driven, the smaller size of these residences will lead to lower costs.

Councilmember Dayvault asked whether the project has received sewer allocation and Mr. Smith responded that they have met the requirements to receive allocation. There was additional discussion regarding the various uses allowed by right and Councilmember Dayvault expressed appreciation for the SUP requirement.

Mayor Pro tem Berry reiterated her preference to postpone the request, allowing the applicant time to provide renderings of the proposed homes. However, Mr. Smith cautioned that state statute prohibits basing decisions on design standards.

Council members Dixon and Wilson asked about price range and whether the units will be for sale or for rent. Mr. Parker responded that the homes will be for sale, with prices ranging from $250,000 to $350,000 and sized between 1200 - 1600 square feet with the ability to expand.

There being no further comment or question, Mayor Hinnant called for a motion on the Statement of Consistency. Councilmember Jackson made the motion to approve, second by Councilmember Kincaid and the motion was approved 5-2, with Councilmember Dixon and Mayor Pro tem Berry dissenting.

Mayor Hinnant called for a motion regarding approval of the proposed text amendment. Councilmember Dayvault made the motion to approve with the added conditions proposed by the Planning and Zoning Commission, second by Councilmember Kincaid, and the motion was approved 5-2 with Councilmember Dixon and Mayor Pro tem Berry dissenting.

Public Hearing & Resolution – Development Agreement #2025-05 – CP Kannapolis Investments, LLC (Loop Yard Amendment) (Richard Smith, Planning Director) (Copy included as Exhibit F)

Mr. Smith explained that the proposed amendment to the Development Agreement with CP Kannapolis Investments, LLC., pertains to a project originally approved as a Planned Unit Development (PUD) several years ago and is located between Dale Earnhardt Boulevard and Old Earnhardt Road. The amendment focuses on the town portion of the development, enabling the applicant to adjust payments to the City for pump station improvements specified in the initial agreement. It applies to a 16.4-acre section of the overall 23-acre site, with the remaining area designated for 160 detached homes.

Councilmember Dayvault asked that staff provide general descriptions of where projects are located in future staff reports.

Mayor Hinnant asked for additional clarification and Mr. Smith responded that the agreement allows for payments of the pump station to be broken up, with the first payment scheduled for this week and the second due within the next year. He also clarified that necessary specifications have been met regarding size of the pump station.

There being no further comments or questions for staff, Mayor Hinnant opened the Public Hearing, which was closed without comment.

Mayor Hinnant called for a motion approving the Resolution adopting the Ordinance to execute the Development Agreement. Motion to approve was made by Councilmember Dixon, second by Councilmember Dayvault and unanimously approved.

Public Hearing & Resolution – Development Agreement #2025-06 – Dale Earnhardt Boulevard Partners, LLC (Dale Earnhardt Boulevard Townhomes) (Richard Smith, Planning Director) (Copy included as Exhibit G)

Mr. Smith identified the developer of a proposed development to be located between Chestnut Avenue and Vance Street, and consisting of 5.31-acres with 26 existing home to be replaced with 88 single-family attached units. He added that the agreement includes development of a public dog park featuring designated areas for small and large dogs, as well as encroachment on city property to allow for storm control measures. Mr. Smith directed Council's attention to elevation renderings of the units which were provided by the home builder, Ryan Homes.

There being no further comments or questions for staff, Mayor Hinnant opened the Public Hearing, which was closed without comment.

Mayor Hinnant called for a motion approving the Resolution adopting the Ordinance to execute the Development Agreement. Motion to approve was made by Councilmember Kincaid with second by

Councilmember Jackson. However, the motion failed in a 3-4 vote, with Mayor Pro tem Berry and Councilmembers Dixon, Dayvault and Wilson dissenting.

Public Hearing & Resolution – Development Agreement #2025-07 – Cambridge Properties, Inc. (Millstone Townhomes) (Richard Smith, Planning Director) (Copy included as Exhibit H)

Mr. Smith identified the developer of a proposed development to be located along South Main Street and North Loop Road. He reminded Council that they previously approved a text amendment which allowed for narrower lots in the Center City Zoning District. Mr. Smith directed Council's attention to a site plan and renderings of the proposed 135-unit townhome development and also provided a site plan and renderings of the entire project which includes a grocery store, retail, and multi-family apartments.

There being no further comments or questions for staff, Mayor Hinnant opened the Public Hearing.

Nate Buhler, representing Cambridge Properties Inc., stated that, in addition to the 75,000 square feet of retail space, anchored by a Class A grocery store, and a 300-unit multi-family apartment development, the final component of the *Millstone Village* project includes a 135-unit attached townhome development. Mr. Buhler made himself available for questions regarding the proposed development.

There being no additional comments or questions, Mayor Hinnant closed the Public Hearing and called for a motion approving the Resolution adopting the Ordinance to execute the Development Agreement. Motion to approve was made by Councilmember Wilson, second by Councilmember Dixon and unanimously approved.

Public Hearing & Resolution – Development Agreement #2025-08 – Bainbridge Communities Acquisition II, LLC. (Bainbridge Kannapolis) (Richard Smith, Planning Director) (Copy included as Exhibit I)

Mr. Smith identified the applicant of a proposed development to be located behind City Hall, stating that the 335-unit multifamily project will feature a connection to the pedestrian tunnel to Village Park along with surface lots as well as framed parking within buildings. Proposed amenities include a dog park, green spaces, and several trees identified for preservation. The buildings, designed for accessibility, will range from 40 to 45 units each and incorporate elevators, and their architectural style will complement the existing downtown landscape. He emphasized the site's strong connectivity to current streets, with opportunities for future expansion and integrated trails.

Councilmember Jackson noted the large scale of the project and asked about the project's investment, but Mr. Smith did not know. Councilmember Wilson requested a map review and asked for clarification that access to the project will include extension of the road next to the Dollar Tree and Mr. Smith confirmed. Councilmember Dayvault asked for clarification that future road extensions could include a connection between Watson Crick and Biotechnology Lane behind City Hall, which Mr. Smith confirmed. Councilmember Dayvault referenced previous plans by Mr. Murdock, highlighting the intent to mirror City Hall's road layout and align with the original mixed-use master plan, which included apartments, townhomes, and retail. Mr. Smith confirmed that apartments will be built directly behind City Hall and that additional on-street parking is planned, which will help accommodate events such as July 4th celebrations.

There being no further comments or questions for staff, Mayor Hinnant opened the Public Hearing, which was closed without comment and called for a motion approving the Resolution adopting the Ordinance to execute the Development Agreement. Motion to approve was made by Councilmember Wilson, second by Councilmember Dayvault and unanimously approved.

Public Hearing – Voluntary Annexation (A-2025-04) of approximately 13.95 +/- combined acres of properties located at 5400 and 5425 Odell School Road (Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000 and consider a motion to extend the Corporate Limits of the City of Kannapolis. (Elizabeth McCarty, Assistant Planning Director) (Copy included as Exhibit J)

Ms. McCarty presented Case # A-2025-04, an annexation petition from Cobble Creek LLC for two parcels located at 5400 and 5425 Odell School Road, totaling 13.95 acres. While non-contiguous, the site borders existing city limits and falls within Kannapolis' planned growth area. Using maps, she illustrated the property's location, noting its current zoning as Cabarrus County Office Institutional (OI). The annexation plat and legal description submitted by the applicant described Lot 1 being 9.35 acres and Lot 2 being 4.6 acres. Ms. McCarty reminded Council that actions requested are to hold a public hearing on the proposed annexation and consider a motion to extend the City's corporate limits.

There being no further comments or questions for staff, Mayor Hinnant opened the Public Hearing, which was closed without comment. He called for a motion regarding the Ordinance to Extend the Corporate Limits of the City for annexation Case # A-2025-04. Motion to approve was made by Councilmember Jackson, second by Councilmember Dixon and unanimously approved.

Public Hearing – Voluntary Annexation (A-2025-05) of approximately 87.748 +/- combined acres of properties located at 2423 and 2575 Jim Johnson Road and Unaddressed parcel on Jim Johnson Road (Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000 and consider a motion to extend the Corporate Limits of the City of Kannapolis. (Elizabeth McCarty, Assistant Planning Director) (Copy included as Exhibit K)

Ms. McCarty stated that annexation Case #A-2025-05 is a petition submitted by Blue River Development to annex three parcels: 2423, 2575 and an unaddressed parcel on Jim Johnson Road. This non-contiguous annexation falls within the Western Growth area and is adjacent to several properties already within the city. She utilized maps to illustrate that the properties are located between the Pellem Point and Waterford communities and identified nearby city-owned land designated for a future park. Ms. McCarty stated that the properties are currently zoned Cabarrus County Countryside Residential (CR) and reminded Council that action requested include holding a public hearing and to consider a motion to extend the corporate limits of Kannapolis.

There being no further comments or questions for staff, Mayor Hinnant opened the Public Hearing, which was closed without comment. He called for a motion regarding the Ordinance to Extend the Corporate Limits of the City for annexation Case # A-2025-04. Motion to approve was made by Councilmember Wilson, second by Councilmember Kincaid and unanimously approved.

Presentation and Discussion – Broadcasting of City Council Meetings. (Mike Legg, City Manager) (Copy included as Exhibit L)

Mike Legg informed City Council that, in response to their interest in broadcasting meetings, staff is recommending outsourcing production for the first year due to staffing and equipment limitations. The selected vendor will provide personnel to manage multiple cameras, integrate PowerPoint

presentations, and oversee remote participation. He emphasized the importance of ADA compliance and long-term video storage, noting that sound quality is critical and will require a technician at each meeting.

Mr. Legg stated that Council must consider whether meetings will be live-streamed or recorded, revise public speaker policies to align with broadcasting, establish an implementation timeline, and select a vendor. He added that the City received four quotes ranging from $48,000 to $180,000 annually, with Crown Productions identified as the most experienced and cost-effective option. A budget amendment, aligning with the new fiscal year, will also be necessary.

Mayor Hinnant shared insights from meetings with leaders from approximately 35 other cities, highlighting three recurring topics: homelessness, affordable housing, and managing public speakers. He cautioned that video broadcasting will likely increase participation and stressed the need to revise public speaking policies accordingly. He outlined potential scenarios Council may face and urged consideration of how broadcasting could shape engagement. Council discussed these scenarios in detail and generally agreed on the importance of maintaining meeting decorum and handling violations consistently.

Discussion shifted to the quotes received from the possible vendors and what was included in each quote as well as options for muting or editing offensive language, ability to address on-line comments and closed captioning for accessibility. Council also discussed hiring a separate sound technician, and the number of camera's that may be needed.

Mr. Legg confirmed that he will attempt to negotiate a reduced rate for a one-year contract from Crown Productions, possibly using fewer cameras and drafting updated policy changes with a proposal review back to Council in May.

Mayor Hinnant called for a 10 minute break. Council resumed session at 8:40 P.M.

Contract and Budget Ordinance – Downtown Sewer Outfall Contract Award and Budget Amendment #25-37. (Brian Roberts, Finance Director and Alex Anderson, Director of Water Resources) (Copy included as Exhibit M)

Alex Anderson, Director of Water Resources, detailed plans to replace a deteriorating 72-year-old sanitary sewer line prone to overflow during heavy rain. The new 18-inch pipeline will run from the old post office site to Irish Buffalo Creek, improving hydraulic capacity and downtown sewer conveyance. Mr. Anderson stated that the project will provide an infrastructure upgrade as it will eliminate the existing tie-in to the City's 12-inch sewer line, connecting instead to a larger 42-inch line which will enhance downstream capacity. He added that the project will also expand gravity sewer access for downtown areas and surrounding neighborhoods.

Alex Anderson stated that Carolina Siteworks Inc. has been identified as the lowest bidder ($3,722,313.) and that the project will be funded using cash reserves but that a budget amendment will be necessary to transfer the necessary funds. He reminded Council of the actions required and made himself available for questions.

Councilmember Dixon asked about service disruptions, mitigation efforts, and resident notifications. Mr. Anderson stated that the contractor must maintain driveway access despite excavation, and the city will work to minimize inconvenience. Residents were previously notified during site survey

work, and two more notices are planned with one 30 days before the contractor is notified and another 30 days before work begins.

Councilmember Kincaid asked about sewer capacity. Mr. Anderson explained that the new line supports maximum density and includes extra capacity for future high-density developments.

Mayor Pro Tem Berry inquired about the timeline, financial impact, and start date. Mr. Anderson noted the nine-month completion goal, with a possible one- to two-month extension for weather delays. Finance Director Brian Roberts confirmed a $1.6 million transfer from sewer reserves and the use of unspent bond proceeds to reduce financial strain. The start date depends on pipe delivery schedules.

Councilmember Jackson asked why the project wasn't considered in the 2015 downtown infrastructure improvements. Mr. Legg explained that while the need was recognized earlier, final plans were not completed at that time. The offsite project will redirect downtown's sewer flow and address capacity constraints.

Mayor Hinnant asked about homes affected by sewer tap renewals. Mr. Anderson said around 100 taps will be renewed, mainly along Mooresville Highway. Some will tie into existing infrastructure, while others require full replacement. The contractor may use pipe bursting to accelerate work but must absorb associated costs within the bid.

Mayor Hinnant asked for a motion to award the bid to Carolina Siteworks, Inc. Motion to approve was made by Councilmember Dayvault, second by Mayor Pro tem Berry and unanimously approved.

Mayor Hinnant asked for a motion regarding the Ordinance approving Budget Amendment #25-37. Motion to approve was made by Councilmember Dixon, second by Councilmember Kincaid and unanimously approved.

CITY MANAGER REPORT

Mr. Legg announced that the budget will be presented at Council's May 12, 2025 meeting, with a public hearing set for June 9, 2025. Additional discussions can take place throughout June before finalizing the budget on June 28, 2025. He provided an update on development regulation bills, including House Bill 765, which he expects not to advance beyond committee. Downtown promotions with DKI (Downtown Kannapolis Inc.) are progressing, and the parks department has reported increasing ridership on downtown shuttles, a trend expected to continue.

Mr. Legg stated that the City has submitted congressional funding requests for intersection improvements on Rogers Lake Road and congestion relief on South Main Street.

CITY COUNCIL COMMENTS

None

SPEAKERS FROM THE FLOOR

Phil Goodman, expressed appreciation for Council's work on televised meetings, noting frequent resident inquiries. While he expected a straightforward discussion, he was frustrated by repetitive debate on existing regulations. He urged Council to focus on implementation rather than obstacles,

learn from other cities, and make a decisive choice. Despite his disappointment, he valued the discussion and commended Mr. Legg for advancing the issue.

Mark Meeuwissen stated that he attended a 2021 meeting about a potential skate park in Kannapolis and asked for an update. Mr. Meeuwissen stated that many of his friends were excited about having the park and recalled that other residents and visitors seemed excited as well. He noted that the 3D renderings presented at the 2021 meeting looked great and reiterated that any information would be appreciated.

Naomi Hatchell urged Council to televise meetings, emphasizing transparency and accessibility for all Kannapolis residents. She noted other government meetings are recorded, highlighting the opportunity to adopt best practices from other cities. Ms. Hatchell stressed that televising sessions would enhance public trust, improve accountability, and help residents understand procedures. She called on Council to lead with integrity and make meetings available to everyone.

Lottie Forney raised concerns about high fees for city venues, calling $100 per hour excessive for taxpaying residents. She urged Council to reduce costs and to clarify whether Parks and Recreation or Council sets the fees. Additionally, she requested an explanation for the $31 city vehicle tax fee and why no city tag is issued. Rising costs have also forced her church to seek alternative locations for annual gatherings, highlighting the need for affordable indoor spaces, especially for seniors.

Councilmember Dayvault requested that staff review facility fees, including parks, shelters, and the train station, and explore adjustments. He suggested that examining how other communities structure fees for residents versus non-residents could help identify a viable approach.

MOTION TO ADJOURN

There being no further business, Councilmember Dixon made motion to adjourn, second by Councilmember Jackson, and the motion was unanimously approved.

The meeting adjourned at 9:06 PM on Monday, April 28, 2025.

M. Darrell Hinnant, Mayor
City of Kannapolis

Pam Scaggs, CMC, NCCMC
City Clerk

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Terry Spry, Chief of Police

Subject: Ceremonial Swearing-In of Police Officers

Recommended Action Requested by City Council

None

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Police Chief, Terry Spry, will formally introduce two of the City's newest police officers and have them ceremonially sworn into office by City Clerk Pam Scaggs.

These officers have laterally transferred to the City of Kannapolis from other law enforcement agencies and are already BLET certified. They are currently going through the Departments Field Training Program.

The following officers, as well as family members and friends, will participate in the swearing-in ceremony:

Andrew Coleman
Vincent Murray

Fiscal Implications

N/A

Alternate Courses of Action

None

Attachments

None

Agenda Item: F.A

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **ORDINANCE** - Motion to approve an Ordinance to demolish property located at 108 Airport Road related to a Code Enforcement Minimum Housing Code Violation. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Adoption of an ordinance to demolish a substandard structure

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The property consists of two mobile homes located at104 and 108 Airport Road. Both mobile homes have lost their nonconforming use because they are not in a mobile home overlay and have been vacant for over one hundred eighty (180) days. It has been determined that the home identified as 108 Airport Road is uninhabitable and should be demolished. Although the home at 104 Airport Road is no longer considered a legal nonconforming structure, it has been determined to still be inhabitable. The property owner will be removing this structure from the site due to the expiration of the legal nonconforming status.

In February 2023 the current owners purchased the property. The taxes are current, but since this owner purchased the property there have been several tall grass and trash cases resulting in at least two liens on the property. During this time, it was communicated to the owner that the mobile homes must be repaired and rented, or they would lose their legal nonconforming status.

On December 18, 2023 the water was turned off to the properties and the mobile homes were vacated by the latest tenants around that time period.

On October 21, 2024 a letter was sent requesting to inspect 104 and 108 Airport Road.

On November 1, 2024 no parties of interest attended on the set date for the inspections. The home at 108 Airport Road was inspected from the exterior due to being open to view.

On November 1, 2024 a Hearing Notice was mailed to the owner with a hearing date set for November 13, 2024,

On November 13, 2024 no parties of interest were in attendance at the hearing.

On February 18, 2025 the Community Improvement Commission approved to forward the case to the Kannapolis City Council for consideration of a demolition ordinance adoption for the structure identified as 108 Airport Road.

On February 13, 2025 the deadline to repair or demolish the mobile home passed.

On February 3, 2025 the City's inspector went to the owners' home to confirm service of notices had been received. A family member indicated that the owner was out of the country, but notices were received.

Fiscal Implications

Funding to demolish this structure is available in the Planning Department budget. The expected cost to demolish the structure is approximately $5,000 plus the cost to remove any asbestos found during an inspection (which may not be required since this is a mobile home).

Alternate Courses of Action

1. **Adoption of an ordinance to demolish a substandard structure (Recommend)**
2. Take no action.
3. Table action to a future meeting.

Attachments

1. Interior
2. Interior
3. Exterior
4. Interior
5. Demo Ordinance 108 Airport Rd

radiant heater

AN ORDINANCE DIRECTING THE HOUSING INSPECTOR TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED

File No. KNCE2024-01658

WHEREAS, the City of the Kannapolis finds that the dwelling described herein is unfit for human habitation under the City Minimum Housing Code and that all of the procedures of the Minimum Housing Code have been complied with; and

WHEREAS, this dwelling should be removed or demolished as directed by the Code Administrator/Housing Inspector and should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of this dwelling has been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Code in accordance with NCGS 160A-443(5) pursuant to an order issued by the Code Enforcement Officer/Housing Inspector on **November 13, 2025,** and the owner has failed to comply with the Order;

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

Section 1. The owner of such building(s), dwelling(s) and premises is hereby ordered to vacate any occupants or personal property therein on or before **May 1, 2025.**

Section 2. The Housing Inspector is hereby authorized and directed to place a placard containing the legend:

"This building is unfit for human habitation. The use or occupation of this building for human habitation is prohibited and unlawful."

on the building located at the following address:

108 Airport Road (Rowan County Parcel 157 119)

Section 3. The Code Enforcement Officer/Housing Inspector is hereby authorized and directed to proceed to remove or demolish the above-described structure in accordance with his order to the owner thereof dated the **February 13, 2025,** and in accordance with the Housing Code and NCGS 160A-443;

Section 4. (a) The cost of removal or demolition shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the County Tax Collector and shall have the same priority and be collected in the same manner as the lien for special assessments in Article 10 of NCGS Chapter 160A or as otherwise allowed by law.

(b) Upon completion of the required removal or demolition, the Code Enforcement Officer/Housing Inspector shall sell the materials of the dwelling and credit the proceeds against the cost of removal or demolition. The Code Enforcement Officer/Housing Inspector shall certify the remaining balance to the Tax Collector. If a surplus remains after the

sale of the materials and satisfaction of the cost of removal or demolition, the Code Enforcement Officer/Housing Inspector shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided by NCGS 160A-443(6).

Section 5. It shall be unlawful for any person to remove or cause the placard to be removed from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 6. This Ordinance shall become effective upon its adoption.

Adopted this the 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Irene Wong, Economic & Community Development Director

Subject: **AGREEMENT** - DFI Predevelopment Services Agreement Amendment **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to authorize the City Manager to execute the Amended Predevelopment Services Agreement with the Development Finance Initiative of the University of North Carolina at Chapel Hill School of Government and to make minor modifications as necessary.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

As part of the UNC-Chapel Hill School of Government, the Development Finance Initiative (DFI) provides fee-based services to assist local governments in North Carolina with attracting private investment for transformative projects by providing financing and development expertise.

The City entered into a Predevelopment Services Agreement with DFI on May 19, 2015 for DFI to advise and assist the City in its downtown redevelopment projects with private sector developers. Over the last 10 years, DFI has assisted the City by:

- Putting together development solicitations for the Vida project, Stadium Lofts project, and other blocks including Block 8, Block 6, and the Plant 4 site.
- Managing the contact with developers regarding these projects, including reviewing and summarizing responses, answering questions from developers, representing the City's expectations for these projects, and seeking further clarification from developers.
- Analyzing the development budgets and pro-formas from developers, setting expectations of potential public participation, and advising on market conditions.

The purpose of the proposed amendment is to extend the term of the agreement from June 30, 2025 to June 30, 2030. This additional five years will allow more time for DFI to provide guidance to the City through upcoming projects on remaining City-owned land in downtown on Block 6 and Plant 4.

Fiscal Implications

There is no cost to the City for the Predevelopment Services Agreement. The Agreement includes a requirement for developers to pay 1% of development costs as a fee to DFI for its predevelopment services. The fee has not been a barrier for the City to recruit developers to build in downtown Kannapolis.

Alternate Courses of Action

1. **Authorize the City Manager to execute the Amended Predevelopment Services Agreement with the Development Finance Initiative of the University of North Carolina at Chapel Hill School of Government and to make minor modifications as necessary.**

(Recommended)

2. Table action to a future date.
3. Take no action.

Attachments

1. 2025_04_10 City of Kannapolis Service Agreement - First Amendment
2. DFI-Kannapolis PreDev Svc Agreement

AMENDMENT TO THE SERVICE AGREEMENT

Between the

CITY OF KANNAPOLIS, NORTH CAROLINA

and

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
FOR ITS SCHOOL OF GOVERNMENT

The following is the first amendment ("Amendment") to the Service Agreement ("Agreement") entered into by the City of Kannapolis, North Carolina and the University of North Carolina at Chapel Hill for its School of Government on or about May 27, 2015. This Amendment modifies the Agreement as described below:

1. Enumerated Paragraph 2, Term, is hereby amended by deleting the date "June 30, 2025" and replacing it with "June 30, 2030."

2. Enumerated Paragraph 4, Payment, is hereby amended by adding the following sentences to the end of Paragraph 4:

   The Parties hereby agree to evidence this Agreement and any amendments by promptly executing a memorandum of contract in the form attached hereto as Schedule D (the "Memorandum of Contract") and returning it to DFI for recordation on any parcels related to the Project in the Office of the Register of Deeds for the relevant county.

3. Schedule C, Project Area, is replaced in its entirety with the contents of Schedule 1 of this Amendment containing revised Schedule C and new Schedule D.

All other terms and conditions of the Agreement remain in effect and unchanged.

City of Kannapolis, North Carolina

By: _____ Date: _____
Name: Mike Legg
Title: City Manager

The University of North Carolina at Chapel Hill on behalf of its School of Government

By: _____ Date: _____
Name: Aimee Wall
Title: Dean, School of Government

Schedule 1

Revised Schedule C and New Schedule D

Schedule C

PROJECT AREA

The project area includes the following parcels of land in the City of Kannapolis, North Carolina, identified by their parcel number as accessed in the County Tax records and shown in the diagram below.

PIN	Property Real ID
56135965620000	04-020-0003.00
56135913010000	04-016-0010.00
56134990110000	04-016-0011.30
56134879740000	04-043-0002.27
56135839810000	04-020-0001.12
56135826770000	04-043-0002.22
56134875290000	04-043-0002.26

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.

Schedule D
[form of Memorandum of Contract]

[there needs to be a 3" margin from the top for NC; 1" margin for SC]

This instrument prepared without benefit
of title examination by and return after recording to:
[insert name and address of lawyer]

STATE OF [_____]
COUNTY OF [insert county where property is located]

MEMORANDUM OF CONTRACT

THIS MEMORANDUM OF CONTRACT (this "**Memorandum**") is made and entered into this ___ day of [month], 202____, by and between **____[Town/City/County]_____** (hereinafter referred to as the "**Municipality**") and the **University of North Carolina at Chapel Hill for its School of Government** (hereinafter collectively referred to as "**SOG**").

RECITALS

WHEREAS, Municipality and SOG have entered into that certain Service Agreement (hereinafter referred to as the "**Agreement**") dated _____, 202____, which sets forth the terms and conditions related to the development of certain real property owned by the Municipality and more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Property**"); and

WHEREAS, pursuant to the terms of the Agreement, the Municipality has agreed that it will condition its (a) sale or lease of all or a portion of the Property and/or (b) execution of an agreement with one or more third party developers of the Property upon the express requirement that such grantee, lessee and/or developer make certain payments to SOG for predevelopment services SOG has or will provide as a consultant to the Municipality, all as more particularly set forth in the Agreement; and

DRAFT

WHEREAS, pursuant to the Agreement, the term of the Agreement expires on [insert 10 year end date]; and

WHEREAS, pursuant to the Agreement, the Municipality and SOG have executed this Memorandum.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Agreement, and Ten Dollars ($10.00), the receipt and sufficiency whereof is hereby acknowledged by the Municipality and SOG, the parties hereto do hereby acknowledge and agree as follows:

1. The recitals set forth above are hereby incorporated as part and parcel of this Memorandum.

2. All rights, terms, provisions, conditions and limitations contained in the Agreement are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Contract to be executed the day and year first above written.

WITNESSES:[two witnesses are required only for Memorandums to be recorded in SC]

_____ _____

[type or print name of witness]

_____ BY:_____

[type or print name of witness]

ITS:_____

STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public of the State of [_____], certify that _____, by _____, its duly authorized _____, personally came before me this day and acknowledged that he/she signed the foregoing instrument.

WITNESS my hand and notarial stamp or seal this___ day of _____, 202___.

_____
Notary Public
My Commission Expires: _____
(SEAL)

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Contract to be executed the day and year first above written.

[WITNESSES:

_____
[type or print name of witness]

_____
[type or print name of witness]

The University of North Carolina at Chapel Hill on behalf of its School of Government

BY:_____
Aimee Wall
Dean, School of Government

STATE OF NORTH CAROLINA)
COUNTY OF_[insert where signed]_____)

I, _____, a Notary Public of the State of North Carolina, certify that Aimee Wall, in her capacity as the Dean of the School of Government at the University of North Carolina at Chapel Hill, personally came before me this day and acknowledged that she signed the foregoing instrument.

WITNESS my hand and notarial stamp or seal this___ day of _____, 202___.

_____
Notary Public
My Commission Expires: _____
(SEAL)

ATTACH EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

DRAFT

PREDEVELOPMENT SERVICE AGREEMENT

This service agreement ("Agreement") is between the City of Kannapolis, North Carolina ("Client" or "City"), and The University of North Carolina at Chapel Hill for its School of Government's Development Finance Initiative ("SOG") (each a "Party" and collectively "Parties")

WHEREAS, as part of its mission, the UNC School of Government provides services to local governments. The Development Finance Initiative ("DFI"), as a program of the UNC School of Government, enables local governments and their partners to accomplish their community and economic development goals by providing specialized finance and development expertise in connection with the educational mission of SOG,

WHEREAS, SOG is able to provide technical services relating to the City's Greater Downtown Revitalization Project ("Project") in the area described in Schedule C ("Project Area"), and

WHEREAS, Client desires for SOG to perform such services, and doing so is consistent with the University of North Carolina at Chapel Hill's research, teaching and public service missions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, and for other good and valuable consideration the receipt of which is hereby acknowledged, Client and SOG agree as follows:

1 Scope of Services. SOG will perform the services described in the statement of work, which is attached as Schedule A (the "Services") SOG will provide Client with Deliverables as described in Schedule A (the "Deliverables")

2. Term The term of this Agreement will commence on March 23, 2015 (the "Effective Date") and the Services outlined in this Agreement will start on the Effective Date or soon thereafter This Agreement shall terminate on June 30, 2025

3 Termination. In the event either Party breaches any material terms of this Agreement, then upon sixty (60) days' written notice of such breach, the non-breaching Party may terminate if the breaching Party fails to cure such breach within the notice period In the event of such termination by Client, SOG shall deliver to Client any unfinished or draft Deliverables prepared under this Agreement. In the event of such termination, Client agrees to pay SOG all reasonable costs and non-cancellable obligations incurred by SOG up to the date of termination, not to exceed the maximum amount specified in Section 4

In the event that the sum of all real property tax assessed value of all parcels in the Project Area has not equaled or exceeded $46 million dollars at any time before or on June 30, 2020, then Client may terminate this Agreement effective September 30, 2020 by providing written notice of termination to SOG no later than July 31, 2020. Failure by Client to provide such timely written notice extinguishes this right of termination

4 Payment. SOG's fee for the Services shall be paid in two parts. The first portion of the fee is $85,000 (the "City Payment") The City Payment shall be due and payable upon receipt of the SOG invoices in accordance with Schedule B

The second portion of the fee (the "Development Services Fee") shall be contingent upon the execution of one or more agreements (each a "Development Services Agreement") between Client and one or more third parties (the "Developer" or "Developers") during the term of this Agreement regarding the responsibilities of either the Client or the Developer(s) regarding any aspect of the development of the Project or any portion thereof The Development Services Fee shall be an amount equal to 1% of the total projected costs of development of the Project contemplated under each such Development Services Agreement, as further described below Each Developer shall pay directly to SOG the 1% fee attributable to that Developer's Development Services Agreement(s)

In consideration of the Services provided to Client by SOG pursuant to this Agreement and the "at risk" nature of the Development Services Fee, the Client agrees to make execution of any Development Services Agreement executed with a Developer during the term of this Agreement and the payment of the Development Services Fee by that Developer to SOG a condition of any conveyance or lease of the Property or any portion(s) thereof to such Developer, and each such Development Services Agreement shall provide that SOG is an intended third party beneficiary of the Development Services Agreement. Client agrees to insert into any request for proposals or other solicitations regarding development of the Project the following clause (or a substantially similar clause as mutually agreed upon by Client and SOG)

> "The conveyance or lease of the property described herein (the "Property") to the successful bidder and its successors and assigns (the "Developer") shall be conditioned upon the execution of an agreement (the "Development Services Agreement") between the City and the Developer pertaining to the responsibilities of either the City or the Developer, or both, regarding any aspect of the development of the Property or any portion thereof (the "Project") As part of the Development Services Agreement, the Developer shall agree to pay a fee to the City's consultant ("SOG") and its successors and assigns for pre-development services provided to the City, and the Development Services Agreement shall provide that SOG is an intended third party beneficiary of the Development Services Agreement. The fee shall be an amount equal to 1% of the total costs of development of the Project as calculated by the Developer in the most recent versions(s) of pro forma and other financial projections (the "Developer Financials") prepared by the Developer and delivered to lenders and/or investors prior to the execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee The Development Services Fee shall be due and payable in full to SOG no later than 30 days following execution of the Development Services Agreement. An alternative payment schedule for payment of the Development Services Fee to SOG may be developed as mutually agreed in writing by Developer and SOG, by way of illustration only, such schedule of payments could be tied to the receipt of any developer fees by Developer Developer's obligation to pay Development Services Fee shall not be assignable by Developer to any other entity, nor shall any assignment relieve Developer of its obligation to pay Development Services Fee, except upon written consent of SOG "

The budget provided can be altered at SOG's discretion, according to University's policies in order to complete the project. SOG is under no obligation to provide Client or any Developer with any kind of financial reporting, supporting documentation, or justification of expenditures made in the performance of the Project as a condition of payment.

An existing tenant in the Project Area at the time of execution of this Agreement that closes on the purchase of their current leasehold property by June 30, 2016 is exempt from the Development Services Fee

5 Confidential Information Any information disclosed by Client to SOG pursuant to this Agreement that Client considers confidential or proprietary ("Confidential Information") shall be disclosed in writing and marked as confidential, or if disclosed orally, shall be confirmed in writing and designated confidential within five (5) days of such disclosure SOG agrees to use the same degree of care it uses to protect its own confidential information to maintain for a period of three (3) years the Confidential Information SOG's obligations hereunder do not apply to (1) information in the public domain, (2) information independently known or obtained by SOG, or (3) information required to be disclosed pursuant to applicable law or judicial order, including the North Carolina Public Records Act.

6. Ownership Rights. The Deliverables and Confidential Information shall belong solely to Client, provided, however, SOG shall be free to use the Deliverables and results from the Services for its own educational, research, and publication purposes, consistent with the obligations set forth in Section 5 above

7 Entire Agreement. This Agreement constitutes and expresses the entire agreement of the Parties hereto with reference to the subject matter hereof, with all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto having been herein merged into this Agreement.

8 Warranties. SOG in no way guarantees the Services performed and makes no warranties, express or implied, regarding the quality of the Services or Deliverables, although all reasonable efforts will be made Each Party waives its rights to recover from the other Party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this Agreement.

9 Independent Contractors. The relationship of the Client and SOG established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) allow a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever Personnel of each Party shall not be considered an employee or agent of the other Party nor shall such personnel be entitled to any employee benefits including, without limitation, vacation pay, leave, retirement benefits, social security, workers compensation, disability, or unemployment benefits that may be provided to the other Party's employees. Each Party shall be exclusively responsible for compensating its personnel and subcontractors and paying all taxes, withholding payments and any other fees or payments related to its personnel and subcontractors.

10 Modification, Waivers. No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

11. Force Majeure SOG shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond SOG's control, or by reason of any of the following: acts of God, acts or threats of terrorism, civil disorders, severely inclement weather, disease, accidents, failure of utilities, failure of any required governmental approval, or similar occurrences.

12. Retention of Intellectual Property It is expressly agreed that neither SOG nor the Client transfers by operation of this Agreement or shall transfer by operation of this Agreement to the other Party any patent right, trademark right, or copyright right either Party now owns in the performance of this Agreement.

13 Advertising. Client shall not use the existence of this Agreement or the name, logo, images or trademarks of The University of North Carolina at Chapel Hill, or any of its constituent schools or departments, as a part of any marketing or commercial advertising without prior written approval of SOG

14 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

15 Notices. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the Parties to be notified at such Party's address as follows.

If to Client:

Mike Legg
City Manager
City of Kannapolis
246 Oak Avenue
Kannapolis, NC 28081
Phone 704-920-4309
Email mlegg@kannapolisnc.gov

If to SOG

June Tirpak
The University of North Carolina at Chapel Hill
Knapp-Sanders Building
Campus Box 3330
Chapel Hill, NC 27599-3330
Phone 919-962-2762
Fax. 919-962-2709
Email jmtirpak@sog.unc.edu

16 Governing Law This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina

17 Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

18 Survivability Those terms that by their nature necessarily survive termination of this Agreement shall survive, including but not limited to those provisions dealing with confidentiality, intellectual property, and payment.

19 Liaisons. Mike Legg, shall serve as liaison for the Client for issues concerning work under this Agreement. Christy Raulli, shall serve as liaison for SOG Their contact information is as follows

Mike Legg
City Manager
City of Kannapolis
246 Oak Avenue
Kannapolis, NC 28081
Phone 704-920-4309
Email. mlegg@kannapolisnc.gov

Christy Raulli
Interim Associate Director
UNC School of Government
Knapp-Sanders Bldg., Campus Box 3330
Chapel Hill, NC 27599-3330
Phone 919-843-7736
Fax. 919-962 2709
Email. raulli@sog.unc.edu

IN WITNESS WHEREOF, the Parties by their duly authorized officers have executed this Agreement on the dates set forth below, to be effective on the Effective Date

CITY OF KANNAPOLIS, NORTH CAROLINA

By: _____ Date 5/19/15

Name Mike Legg

Title City Manager

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL ON BEHALF OF ITS SCHOOL OF GOVERNMENT

By: _____ Date 5/27/15

Name Michael R. Smith

Title Dean, School of Government

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act this the 19 day of MAY, 2015

_____ 5/19/15

Schedule A
STATEMENT OF WORK

Scope of Services. DFI will provide the following pre-development services to the Client in preparing the Project Area for revitalization

Examine Current Conditions in the Project Area.

1. Review current and historic plans, documents and materials relevant to the Project Area and surrounding areas,
2. Collect and analyze relevant data relevant to the Project Area, including. property records, economic indicators, population and household demographics, public infrastructure records, and building permit data,

Identify Development Opportunities in the Project Area

3. Advise Client on additional acquisition priorities in the Project Area to facilitate private investment and orderly development of key parcels (e.g. K-Town Furniture property),
4 Structure a due diligence plan for reviewing and advising Client on parcel acquisitions in the Project Area before closing;
5. Analyze market feasibility (and/or update recent market analyses to reflect current market data) of potential uses to determine scope and scale of supportable redevelopment in the Project Area,
6 Advise client on facilities in the Project Area that have the greatest likelihood of contributing to the necessary critical mass to support the redevelopment of the Project Area
7 Identify current parameters for (re)development in the Project Area, including: zoning, brownfields, physical features, green space, infrastructure, and/or cultural or historic sites,
8 Develop a phased redevelopment plan for the Project Area with a mix of uses, such as residential, retail, office, hospitality/entertainment, and associated parking needs, including other facilities in the Project Area to be identified by Client and DFI,

Analyze and Plan Public Involvement Options.

9 Advise Client on selecting district designations (e.g. municipal service district, special assessment districts) in the Project Area and strategies for applying those in order to facilitate flexible arrangements and incentives to encourage private investment;
10 Assist the Client to leverage available tax credits for public-private redevelopment projects in the Project Area,
11 Advise Client on public infrastructure investment strategy (i e. streetscapes, water and sewer, storm water, electrical utilities, etc.) in the Project Area necessary to support private investment, including working with Client's engineering and land planning consultants (and/or identifying those consultants for the Client) to determine appropriate phasing of public infrastructure investments,
12. Complete a tax impact analysis to identify potential public revenues associated with redevelopment of Project Area,

Attract Private Investment·

13 Advise on initial programs and public-private partnership structures for key assets within the Project Area (as identified in the redevelopment plan) that will catalyze further private investment activity;
14 Identify and recruit potential development partners for key assets in the Project Area, preparing the investment summary, carrying out due diligence of the partners, and supporting Client staff and governing board in development partner selection process; and
15 Support Client in negotiation of development services agreements with development partners in the Project Area to maximize the public benefits within the parameters of financially feasible projects for the private partners.

Deliverables. Deliverables include presentations, summaries and other documentation intended by DFI to be delivered to Client regarding the Services.

Deliverable Date Deliverables for activities 1-12 are due 9 months after execution of this agreement. DFI intends to help the Client attract private investment into the Project Area (activities 13-15) as quickly as possible and in a way that maximizes overall value and serves the public interests. DFI expects the private investments to occur in multiple phases. Given the scale and complexity of redeveloping a downtown, the disposition of all the assets will likely span multiple years.

Schedule B
PAYMENT SCHEDULE

1. City Payment Schedule. The City Payment shall be due and payable upon receipt of the SOG invoices in accordance to the following schedule

   $40,000 on April 30, 2015
   $45,000 on September 30, 2015

2. The Development Services Fee associated with each Development Services Agreement shall be paid by each Developer to SOG pursuant to Section 4 of the Agreement, "Payment."

Schedule C
PROJECT AREA

The project area includes the following parcels of land in the City of Kannapolis, North Carolina, identified by their parcel number as accessed in the County Tax records.

56134990110000	56135882780000	56136806100000	56136932590000
56135804110000	56135893170000	56136806580000	56136933740000
56135826770000	56135894650000	56136807960000	56136937310000
56135839810000	56135894650100	56136818230000	56136938000000
56135844550000	56135894650110	56136819600000	56136942460000
56135845850000	56135894650120	56136819980000	56136943740000
56135854100000	56135895830000	56136901270000	56136944130000
56135855710000	56135913010000	56136902640000	56136944900000
56135862580000	56135935940000	56136904880000	56136958910000
56135863270000	56135939150000	56136913010000	56145052510000
56135864850000	56135951330000	56136920340000	56145083040000
56135866140000	56135965850000	56136921610000	56146002540000
56135870810000	56135981640000	56136921880000	56146040340000
56135878720000	56135990790000	56136927090000	56146043450000
56135882410000	56135999040000	56145073590000	

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Wilmer Melton, Assistant City Manager, Richard Smith, Planning Director

Subject: **RESOLUTION -** Motion to approve Resolution supporting a Grant Application to the Cabarrus Rowan Metropolitan Planning Organization Carbon Reduction Program to fund the Bakers Creek Greenway HAWK Signal **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to approve Resolution in supporting a Grant Application to the Cabarrus-Rowan Metropolitan Planning Organization Carbon Reduction Program for the Bakers Creek Greenway HAWK Signal

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Transportation Alternatives (TA) Program was initially authorized by the Federal Transportation Funding Act - the Moving Ahead for Progress in the 21st Century Act (MAP-21) that was signed into law on July 6, 2012 and has continued in subsequent reauthorizations including the Infrastructure Investment and Jobs Act (IIJA). The Transportation Alternatives Program redefines the former Transportation Enhancements (TE) activities and consolidates these eligibilities with the Safe Routes to School and Recreational Trails Programs. The TE program was originally authorized in the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and continued through two successive laws TEA-21 and SAFTETEA-LU. The Transportation Alternatives Program builds upon the legacy of the TE program by expanding travel choices, strengthening the local economy, improving the quality of life, and protecting the environment.

The Cabarrus-Rowan MPO (CRMPO) has released a call for projects under the TA Program. The City has identified the need for safe and accessible pedestrian facilities on Midlake Avenue to support the 4000+ people residing in communities off of Midlake Avenue. There are four bus stops along the corridor and bus riders must walk on the shoulder to access the bus stops. Improving walkability in this area will promote ridership and improve the utilization of the City's existing transportation infrastructure and provide a connection from these neighborhoods to the proposed Eastside Park. A sidewalk in this area will embody the City's vision to exemplify "Discover a Healthy Life" in Kannapolis. The Midlake Road sidewalk will provide direct benefits to the community and will create the infrastructure needed to give area residents access to Eastside Park and the ability to improve their health outcomes and health disparities.

It is important to note that the federally-directed appropriation ("earmark") that U.S. Representative Alma Adams secured for the City has been rescinded with Congress' recent passage of a continuing resolution (extension of the federal budget). With Rep. Adams no longer representing Kannapolis due to redistricting prior to the last election, she will no longer be in a position to support this project in future earmark requests.

Fiscal Implications

If the grant is awarded, it will cover 80% of project costs. The City will be responsible for the remaining 20% of the total project cost.

Alternate Courses of Action

1. **Approve the Resolution Supporting a Grant Application for the Bakers Creek Greenway Hawk Signal (Recommended)**
2. Table the action to a future meeting.
3. Take no action.

Attachments

1. Spring 2025 CRMPO Resolution for CRP Funding

Resolution by the City Council

In Support of the City of Kannapolis, NC to Apply for funding from the Carbon Reduction Program through the Cabarrus-Rowan Metropolitan Planning Organization

WHEREAS, The Infrastructure Investment and Jobs (IIJ) Act (Public Law 117-58, November 15, 2021) established the Carbon Reduction Program (CRP) to reduce transportation emissions from on-road sources (23 U.S.C. 175);

WHEREAS, The City of Kannapolis, herein referred to as the "City" has need for and intends to construct and design transportation projects which meet the eligibility requirements associated with the Carbon Reduction Program,

WHEREAS, The City of Kannapolis intends to request grant assistance for the project,

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

That the City of Kannapolis Council supports City Staff in the endeavor to seek funding through the Carbon Reduction Program for the Bakers Creek Greenway High-intensity Activated Crosswalk Beacon (HAWK) Signal consistent with adopted transportation and community plans.

That the City will arrange financing for all twenty (20) percent of project costs of the project, if approved for a grant award.

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

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

That City Planning Director, Richard Smith, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the City with the Cabarrus-Rowan Metropolitan Planning Organization for a loan and/or grant to aid in the study of or construction of the project described above.

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

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

Adopted this 28th day of April, 2025 at City Hall, Kannapolis, North Carolina.

_____

(Signature of Authorized Representative)
Darrell Hinnant

City Mayor, City of Kannapolis, NC

_____

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Kannapolis does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Kannapolis duly held on the 28th day of April 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of April, 2025

_____

(Signature of Recording Officer)

_____

(Title of Recording Officer)

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **VOLUNTARY ANNEXATION** - A-2025 - Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to Annex; and Fix the Date of Public Hearing on approximately 5.039 +/- acres of property located at 2806 N. Cannon Boulevard and further identified as Rowan County Parcel Identification Number 133 05708. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Motion to adopt a Resolution Directing the Clerk to Investigate an Intent to Annex and to Certify the Sufficiency of the Petition to Annex; and
2. Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, May 12, 2025.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Brad Koch - 10FSS 2806 N Cannon Blvd Kannapolis NC LLC, has submitted an application for voluntary annexation of approximately 5.039 +/- acres of contiguous property located at 2806 N. Cannon Boulevard. The property is further identified as Rowan County Parcel Identification Number 133 05708.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to approve the Resolution Directing the Clerk to Investigate the Intent to Annex under 160A-31 et seq., and to Certify the Sufficiency of the Petition (Recommended); and**
2. **Motion to approve the Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, May 12, 2025 (Recommended).**
3. Table Action to a future meeting.
4. Take no action.

Attachments

1. 2806 N. Cannon - Annexation Application - Signed
2. 2806 N. Cannon - Annexation Survey
3. 2806 N. Cannon - Annexation Description
4. Resolution Directing the Clerk to investigate an intent to annex

5. Resolution of Intent to Annex and to set a public hearing

Docusign Envelope ID: ACD16874-0915-46FB-AFA1-7AE169E14C27

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Petition for Contiguous Annexation

So that we may efficiently review your request in a timely manner, it is important that all required documents are submitted with your application. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 2806 N. Cannon Blvd, Kannapolis, NC 28083

Applicant: Brad Koch - 10FSS 2806 N CANNON BLVD KANAPOLIS NC LLC

Address: 3301 Atlantic Ave City: Raleigh State: NC Zip : 27604

Contact number: 301-741-0600 Email: bkoch@10federal.com

SUBMITTAL CHECKLIST

- [X] **Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov**
- [X] **Annexation Checklist and Application – Complete with all required property owner signatures**
- [X] **Stamped, signed black and white 18 x 24" survey of subject property prepared by a registered engineer or surveyor (not preliminary)**
- [X] **Metes and Bounds description of subject property**

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

First meeting: The City Clerk will certify the sufficiency of the annexation and City Council will set a date for the public meeting.

Second meeting: City Council will review the petition and either or approve or decline the annexation request:

1. Newspaper notification at least ten (10) days prior to the second Council meeting
2. Notification to the County or municipality from which the subject property is being annexed
3. Public Hearing
4. State recordation of the Resolution to Extend the Corporate City Limits, the signed/stamped 18X24" survey (can not be stamped as preliminary) and the Metes and Bounds Description.

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: DocuSigned by: Clifton Minsley 71195E80FD974E5... *Date:* 4/15/2025

Docusign Envelope ID: ACD16874-0915-46FB-AFA1-7AE169E14C27

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 4/16/2025

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at 2806 N. Cannon Blvd, Kannapolis, NC 28083, further identified as Rowan County Parcel Identification Number 133 05708, is contiguous to the primary limits of the City of Kannapolis, is approximately 5.039 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. [X] The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water [X] sewer [X]; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

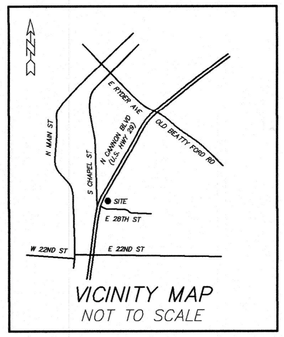
5. Please check ONE box below:

   [X] The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   [ ] The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. Clifton Minsley	3301 Atlantic Ave. Raleigh, NC 27604	DocuSigned by: Clifton Minsley 71195E80FD974E5...
2.		
3.		
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*



VICINITY MAP
NOT TO SCALE

SYMBOL LEGEND

- SET MONUMENT (TYPE INDICATED)
- EXISTING MONUMENT (TYPE INDICATED)
- CP — CALCULATED POINT
- GV — GAS VALVE
- WV — WATER VALVE
- MB — MAIL BOX
- WM — WATER METER
- W — WELL
- FH — FIRE HYDRANT
- SSMH — SANITARY SEWER MANHOLE
- SDMH — STORM DRAIN MANHOLE
- TMH — TELEPHONE/COMMUNICATIONS MANHOLE
- EMH — ELECTRIC MANHOLE
- DECIDUOUS TREE
- EVERGREEN TREE
- LP — LIGHT POLE
- PP — POWER/UTILITY POLE
- BFP — BACK FLOW PREVENTOR
- GW — GUY WIRE
- CB — CATCH BASIN
- DI — DROP INLET
- YI — YARD INLET

N.C. GRID (NAD83/2011)

N

LINETYPE LEGEND

- BOUNDARY LINE
- TIE LINE
- RIGHT OF WAY
- APPROXIMATE RIGHT OF WAY (NOT SURVEYED)
- ADJOINING LINE (NOT SURVEYED)
- FENCE
- STORM DRAIN PIPE
- OVERHEAD ELECTRIC
- SANITARY SEWER PIPE
- EXISTING CITY LIMIT LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°24'21"W	94.93'
L2	S27°00'55"W	50.54'
L3	S27°00'55"W	125.33'
L4	N87°04'21"W	197.28'
L5	N29°57'15"E	176.70'

THIS MAP IS EXEMPT FROM THE REQUIREMENTS OF N.C.G.S. 47-30 PER N.C.G.S. 47-30(j):

"THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED"
FURTHER, THIS PLAT IS EXEMPT FROM THE REVIEW OFFICER REQUIREMENTS OF N.C.G.S. 47-30.2 PER N.C.G.S. 47-30.2(c)(2)

I, THOMAS E. WHITE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1444 PAGE 463, ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL. THIS 15TH DAY OF APRIL, 2025.

THIS IS TO CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

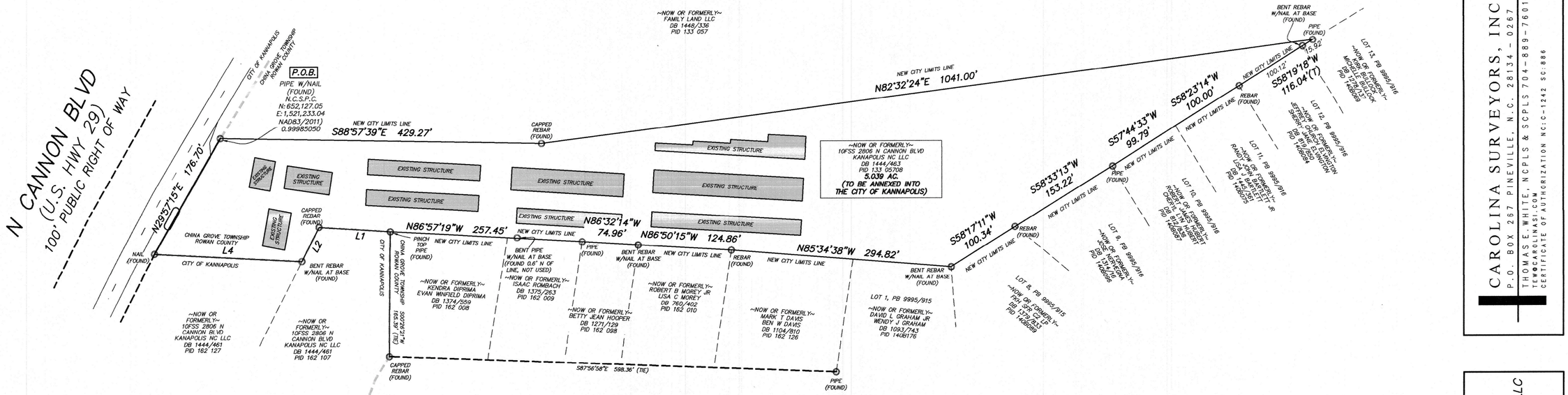
NCPLS #L-4689

REVISIONS:	DATE
DWG: CARLSON\2025\BA\N Cannon Blvd ARCO	
COGO: 2025\C\N Cannon Blvd ARCO	
DATE: 04/15/2025	
FIELD WORK: GW/AM	
DRAWN BY: NB	
PROJECT: 25-0121	
SCALE: 1" = 100'	

NORTH CAROLINA PROFESSIONAL SEAL L-4689 LAND SURVEYOR THOMAS E. WHITE

4/15/25

CAROLINA SURVEYORS, INC.
P.O. BOX 267 PINEVILLE, N.C. 28134 - 0267
THOMAS E. WHITE, NCPLS & SCPLS 704-889-7601
TEW@CAROLINASI.COM
CERTIFICATE OF AUTHORIZATION NC:C-1242 SC:886



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

NOTES:

1. IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
2. PROPERTY ZONED: CBI
(SETBACKS & ZONING MATTERS ARE SUBJECT TO INTERPRETATION BY LOCAL MUNICIPALITIES)
3. TAX PARCEL NUMBER 133 05708
4. DEED REFERENCE: DB 1444 PG 463.
5. BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN.
6. THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 3710562500K, WITH A DATE OF IDENTIFICATION OF 6/16/2009
7. **THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, SETBACKS AND BUFFERS INCLUDING THOSE WITHIN THE APPLICABLE UNIFIED DEVELOPMENT ORDINANCE (UDO). RIGHTS-OF-WAY, IMPERVIOUS AREAS & BUILT UPON AREA (BUA) RESTRICTIONS, AND/OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN. SURVEY MADE WITHOUT THE BENEFIT OF A TITLE EXAMINATION.**
8. AREA COMPUTED BY COORDINATE METHOD.
9. NO NCGS MONUMENT FOUND WITHIN 2000'.
10. UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AND MARKINGS AT THE TIME OF SURVEY. PIPES LABELED AS "DESTINATION UNKNOWN" (DU) ARE SHOWN BASED ON BEST OBSERVED EVIDENCE AT THE TIME OF SURVEY. IT IS RECOMMENDED ALL CRITICAL UTILITY CONNECTIONS AND CROSSINGS BE VERIFIED PRIOR TO FINAL DESIGN AND/OR CONSTRUCTION. CONTRACTORS ARE RESPONSIBLE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
11. ANY CONSTRUCTION OR USE WITHIN ANY DELINEATED FLOOD AREA IS SUBJECT TO THE RESTRICTIONS IMPOSED BY ANY APPLICABLE ORDINANCES OR REGULATIONS.
12. OFFSITE ADJOINER LINES AND RIGHT-OF-WAY LINES SHOWN AS DASHED ARE APPROXIMATE AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.
13. LINES SHOWN REPRESENTING FENCES AND WALLS ARE MEASURED FROM THE APPROXIMATE CENTERLINE AND DO NOT ACCOUNT FOR THE THICKNESS, PLUMBNESS OR MEANDER OF THE FENCE UNLESS OTHERWISE STATED.
14. DISTANCES SHOWN ARE GROUND U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
15. NOT ALL IMPROVEMENTS ARE SHOWN.

LEGAL DESCRIPTION:

BEGINNING at an existing pipe with nail on the easterly margin of the right of way of N Cannon Blvd (U.S. Hwy 29), said pipe having North Carolina State Plane Coordinates N:652,127.05 E:1,521,233.04 (NAD83/2011, CF: 0.99985050), the common corner of the property of Family Land LLC (now or formerly) recorded in Deed Book 1448 Page 336, and further being on the existing City limits line; thence leaving the existing city limits line and following the common line of Family Land LLC two (2) calls: (1) with a bearing of S 88°57'39" E and a distance of 429.27' to an existing capped rebar; (2) with a bearing of N 82°32'24" E and a distance of 1041.00' to an existing pipe on the common line of Lot 13, Plat Book 9995 Page 916; thence following the common line of Lots 13 & 12 with a bearing of S 58°19'18" W and a distance of 116.04' (passing an existing bent rebar with nail at 15.92') to an existing rebar, the common corner of Lot 11; thence following the common line of Lot 11 with a bearing of S 58°23'14" W and a distance of 100.00' to a point, the common corner of Lot 10; thence following the common line of Lot 10 with a bearing of S 57°44'33" W and a distance of 99.79' to an existing pipe, the common corner of Lot 9; thence following the common line of Lot 9 with a bearing of S 58°33'13" W and a distance of 153.22' to an existing rebar, being the common corner of Lot 8 as shown on Plat Book 9995 Page 915; thence following the common line of Lot 8 with a bearing of S 58°17'11" W and a distance of 100.34' to an existing bent rebar with nail, being the common corner of Lot 1 as shown on Plat Book 9995 Page 915; thence following the common line thereof and the common line of the property of Mark T Davis & Ben W Davis (now or formerly) recorded in Deed Book 1104 Page 810 with a bearing of N 85°34'38" W and a distance of 294.82' to an existing rebar, being the common corner of the property of Robert B Morey Jr & Lisa C Morey (now or formerly) recorded in Deed Book 760 Page 402; thence following the common line thereof with a bearing of N 86°50'15" W and a distance of 124.86' to an existing bent rebar with nail, being the common corner of the property of Betty Jean Hooper (now or formerly) recorded in Deed Book 1271 Page 129; thence following the common line thereof with a bearing of N 86°32'14" W and a distance of 74.96' to an existing pipe, being the common corner of the property of Isaac Hornbach (now or formerly) recorded in Deed Book 1375 Page 263; thence following the common line thereof and the common linew of the property of Kendra Diprima & Evan Winfield Diprima (now or formerly) recorded in Deed Book 1374 Page 559 with a bearing of N 86°57'19" W and a distance of 257.45' to an existing pinch top pipe, the common corner of the property of 10FSS 2806 N Cannon Blvd Kannapolis NC LLC (now or formerly) recorded in Deed Book 1444 Page 461, said pipe being in the existing city limits line; thence following the common line of 10FSS 2806 N Cannon Blvd Kannapolis NC LLC and the existing city limits line three (3) calls: (1) with a bearing of N 86°24'21" W and a distance of 94.93' to an existing capped rebar; (2) with a bearing of S 27°00'55" W and a distance of 50.54' to an existing bent rebar with nail; (3) with a bearing of N 87°04'21" W and a distance of 197.28' to an existing nail on the westerly margin of the right of way of N Cannon Blvd (U.S. Hwy 29) and on the existing city limits line; thence following the margin of said right of way and the existing city limits line with a bearing of N 29°57'15" E and a distance of 176.70' to an existing pipe with nail; being the point of BEGINNING, having an area of 5.039 acres more or less, as shown on a survey by Carolina Surveyors, Inc.

N CANNON BLVD (U.S. HWY. 29)

AN ANNEXATION PLAT SHOWING TRACT ON
(NEAR THE INTERSECTION OF)

SURVEYED FOR: 10FSS 2806 N CANNON BLVD KANAPOLIS NC LLC

AREA: 5.309 AC

CHINA GROVE TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA

Carolina Surveyors, Inc.
P.O. Box 267, Pineville, N.C. 28134
704-889-7601

Certificates of Authorization
N.C.: C-1242, S.C.: 886
Project No.: 25-0121

N CANNON BLVD – 5.039 ac. to be annexed into the City of Kannapolis

BEGINNING at an existing pipe with nail on the easterly margin of the right of way of N Cannon Blvd (U.S. Hwy 29), said pipe having North Carolina State Plane Coordinates N:652,127.05 E:1,521,233.04 (NAD83/2011, CF: 0.99985050), the common corner of the property of Family Land LLC (now or formerly) recorded in Deed Book 1448 Page 336, and further being on the existing City limits line; thence leaving the existing city limits line and following the common line of Family Land LLC two (2) calls: (1) with a bearing of S 88°57'39" E and a distance of 429.27' to an existing capped rebar; (2) with a bearing of N 82°32'24" E and a distance of 1041.00' to an existing pipe on the common line of Lot 13, Plat Book 9995 Page 916; thence following the common line of Lots 13 & 12 with a bearing of S 58°19'18" W and a distance of 116.04' (passing an existing bent rebar with nail at 15.92') to an existing rebar, the common corner of Lot 11; thence following the common line of Lot 11 with a bearing of S 58°23'14" W and a distance of 100.00' to a point, the common corner of Lot 10; thence following the common line of Lot 10 with a bearing of S 57°44'33" W and a distance of 99.79' to an existing pipe, the common corner of Lot 9; thence following the common line of Lot 9 with a bearing of S 58°33'13" W and a distance of 153.22' to an existing rebar, being the common corner of Lot 8 as shown on Plat Book 9995 Page 915; thence following the common line of Lot 8 with a bearing of S 58°17'11" W and a distance of 100.34' to an existing bent rebar with nail, being the common corner of Lot 1 as shown on Plat Book 9995 Page 915; thence following the common line thereof and the common line of the property of Mark T Davis & Ben W Davis (now or formerly) recorded in Deed Book 1104 Page 810 with a bearing of N 85°34'38" W and a distance of 294.82' to an existing rebar, being the common corner of the property of Robert B Morey Jr & Lisa C Morey (now or formerly) recorded in Deed Book 760 Page 402; thence following the common line thereof with a bearing of N 86°50'15" W and a distance of 124.86' to an existing bent rebar with nail, being the common corner of the property of Betty Jean Hooper (now or formerly) recorded in Deed Book 1271 Page 129; thence following the common line thereof with a bearing of N 86°32'14" W and a distance of 74.96' to an existing pipe, being the common corner of the property of Isaac Rombach (now or formerly) recorded in Deed Book 1375 Page 263; thence following the common line thereof and the common linew of the property of Kendra Diprima & Evan Winfield Diprima (now or formerly) recorded in Deed Book 1374 Page 559 with a bearing of N 86°57'19" W and a distance of 257.45' to an existing pinch top pipe, the common corner of the property of 10FSS 2806 N Cannon Blvd Kannapolis NC LLC (now or formerly) recorded in Deed Book 1444 Page 461, said pipe being in the existing city limits line; thence following the common line of 10FSS 2806 N Cannon Blvd Kannapolis NC LLC and the existing city limits line three (3) calls: (1) with a bearing of N 86°24'21" W and a distance of 94.93' to an existing capped rebar; (2) with a bearing of S 27°00'55" W and a distance of 50.54' to an existing bent rebar with nail; (3) with a bearing of N 87°04'21" W and a distance of 197.28' to an existing nail on the westerly margin of the right of way of N Cannon Blvd (U.S. Hwy 29) and on the existing city limits line; thence following the margin of said right of way and the existing city limits line with a bearing of N 29°57'15" E and a distance of 176.70' to an existing pipe with nail; being the point of BEGINNING, having an area of 5.039 acres more or less, as shown on a survey by Carolina Surveyors, Inc.
(The bearings herein are referenced to N.C. Grid and the distances are ground feet)

A RESOLUTION DIRECTING THE CLERK TO INVESTIGATE AN INTENT TO ANNEX

A-2025-06 – 2806 North Cannon Boulevard

WHEREAS, City Council may initiate annexation of contiguous property owned by the petitioners by adopting a resolution stating its intent to annex the property of the area described herein; and

WHEREAS, N.C.G.S Chapter 160A-31 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

WHEREAS, City Council of the City of Kannapolis, North Carolina deems it advisable to direct the City Clerk to investigate the sufficiency of the intent to annex.

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

The City Clerk is hereby directed to investigate the sufficiency of the above-described intent to annex under N.C.G.S. Chapter 160A-31 *et seq* and to certify as soon as possible to the City Council the result of the investigation.

ADOPTED this the 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

A RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION

A-2025-06 – 2806 North Cannon Boulevard

WHEREAS, pursuant to N.C.G.S Chapter 160A-31 *et seq.,* City Council may initiate annexation of real property contiguous to the City's boundary pursuant to a Petition for Annexation by all property owners located therein by adopting a Resolution stating its intent to annex the property described.

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 12th day of May 2025.

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

See attached Metes and Bounds Description and Annexation Survey.

Section 3. Notice of public hearing shall be published in the Independent Tribune on Thursday, May 1, 2025 and Thursday, May 8, 2025

ADOPTED this the 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

Agenda Item: F.E

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Pam Scaggs, City Clerk

Subject: **MINUTES:** April 14, 2025 Work Session **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Alternate Courses of Action

Attachments

1. 2025.04.14

CITY OF KANNAPOLIS
CITY COUNCIL
WORK SESSION MEETING MINUTES
April 14, 2025

A work session meeting of City Council of the City of Kannapolis, North Carolina was held on Monday, April 14, 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:	Doug Wilson	
	Jeanne Dixon	
	Dianne Berry	
	Tom Kincaid	
	Darrell Jackson	
Council Members Absent:	Ryan Dayvault	
City Manager:	Mike Legg	
Deputy City Manager:	Eddie Smith	
Assistant City Manager:	Tina Cline	
Assistant City Manager:	Wilmer Melton	
City Attorney:	Andrew Kelly	
City Clerk:	Pam Scaggs	
Staff Present:	Richard Smith	Annette Privette-Keller
	Kirk Beard	Terry Spry
	Brian Roberts	Irene Wong
	Daniel Jenkins	Gary Mills
	Tracy Winecoff	Elizabeth McCarty
	Alex Anderson	
Visitors Present:	Joseph Crapster	Mark Spitzer
	Phil Goodman	Hope Dean
	Sophia Wilkerson	Andy Hunter

CALL TO ORDER AND WELCOME

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

ADOPTION OF AGENDA

Mayor Hinnant noted that the Agenda will need to be revised to include a Resolution regarding opposition to proposed legislative changes that will be discussed by City Manager Mike Legg. He added that the item is being added to the Business Agenda as Item #B and asked for a motion regarding the revised Agenda. Councilmember Wilson made motion to approve the revised agenda, second by Councilmember Dixon and the motion was unanimously approved.

PROCLAMATION

Mayor Hinnant read two Proclamations recognizing April 19, 2025 as Lineworker Appreciation Day and designated the week of April 13 – 19, 2025 as National Public Safety Telecommunicators Week. He emphasized the importance of each profession and presented the Proclamations to their respective representatives.

BOARD AND COMMISSION UPDATE

Mr. Legg noted that the Board and Commission Update will be a new addition to the Work Session Agenda and will include copies of agenda's from other Boards. He added that the purpose is to provide updates on the activity of each of the Boards. Mr. Legg briefly reviewed each agenda and highlighted items that may be of interest to Council.

Councilmember Dixon asked that the names of Board members be included on future updates.

CONSENT AGENDA

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

Resolution adopting a Title VI Plan (Daniel Jenkins, Assistant Human Resources Director) (Copy included as Exhibit A)

Agreement and Budget Amendment Ordinance #25-35 related to NCDOT lighting at the I85 Interchange at Kannapolis Parkway/George Liles Parkway. (Wilmer Melton, Assistant City Manager) (Copy included as Exhibit B)

First Reading - Text Amendment 2025-04 to amend Article 4, Section 4.2.D(3)a.4(b)3 to increase the maximum number of dwellings permitted in a pocket neighborhood development from twelve (12) to thirty (30). (Richard Smith, Planning Director) (Copy included as Exhibit C)

Budget Amendment Ordinance #25-36 appropriating Fund Balance in the Environmental Fund for Vehicle Repairs (Daniel Jenkins, Assistant Human Resources Director and Brian Roberts, Director of Finance) (Copy included as Exhibit D)

Budget Amendment Ordinance # 25-32 appropriating funds from the General Fund to the Environmental Fund for Solid Waste Overages (Brian Roberts, Director of Finance and Michael Rattler, Director of Transportation & Environmental Services) (Copy included as Exhibit E)

Budget Amendment Ordinance #25-33 appropriating Fund Balance for Year-End personnel adjustments (Kristin Jones, Budget and Strategy Director; and Brian Robers, Finance Director) (Copy included as Exhibit F)

Voluntary Annexation A-2025-04 - Resolution Directing the Clerk to Investigate and Certify the Petition and Resolution of Intent to Annex and Set a Public Hearing on approximately 13.95 +/- combined acres of property located at 5400 and 5425 Odell School Road (Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000) (Richard Smith, Planning Director) (Copy included as Exhibit G)

Voluntary Annexation A-2025-05 - Resolution Directing the Clerk to Investigate and Certify the Petition and Resolution of Intent to Annex and Set a Public Hearing on approximately 87.748 +/- combined acres of property located at 2423 and 2575 Jim Johnson Road and an unaddressed parcel on Jim Johnson Road (Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000) (Richard Smith, Planning Director) (Copy included as Exhibit H)

Resolution supporting a Grant application to the Cabarrus Rowan Metropolitan Planning Organization Transportation Alternatives Program to fund the Midlake Sidewalk (Wilmer Melton, Assistant City Manager and Richard Smith, Planning Director) (Copy included as Exhibit I)

Budget Amendment Ordinance #25-34 appropriating Fund Balance in the General Fund to transfer to the Fire Station Improvements Fund (Brian Roberts, Finance Director (Copy included as Exhibit J)

Business Meeting Minutes – March 24, 2025 (Pam Scaggs, City Clerk)

Closed Session Minutes – March 24, 2025 (Pam Scaggs, City Clerk)

BUSINESS AGENDA

Discussion of potential changes to the Downtown Covenants Conditions and Restrictions (CC&Rs) (Richard Smith, Planning Director) (Copy included as Exhibit K)

Planning Director, Richard Smith, explained that the Planning Department received a complaint regarding tattoo studios operating in the downtown area. Mr. Smith added that in investigating the complaint, it was discovered that tattoo studios are prohibited in the Covenants, Conditions and Restrictions (CCRs) for the downtown area. He further explained that meetings were held with the operators of the businesses as well as the property owners and that a subsequent application for a text amendment to the Kannapolis Development Ordinance (KDO) had been made. However, before any zoning text amendments can proceed, Council must decide whether to amend the CCRs, since they take precedence over the KDO.

Councilmembers expressed a general openness to tattoo businesses operating in the downtown area but raised concerns about the permitting process and the city's ability to ensure ongoing compliance with approved terms. Mr. Legg explained that without increasing Code Enforcement staff, it would be challenging to monitor every business in Kannapolis effectively.

Consensus of Council was for Mr. Smith and City Attorney, Andrew Kelly, to amend the CCRs and bring back to Council for further review. Mr. Kelly advised that business owners and property owners should also review the amended CCR's since changes would have a direct impact on them. Mr. Legg noted that Council is currently authorized to approve changes to the CCRs, but that if they wanted to

delegate that authority to another entity (e.g. a downtown "HOA"), they could make that decision as well.

Resolution Opposing HB 765 (Mike Legg, City Manager) (Copy included as Exhibit K)

Mr. Legg stated that there are four legislative Bills currently under consideration, but that the proposed Resolution only addresses three of them. He explained that one of the Bills pertains to accessory uses, which are already permitted under the Kannapolis Development Ordinance (KDO). Mr. Legg noted that the three other Bills addressed in the Resolution include: House Bill 765, Senate Bill 497 and Senate Bill 688 and further explained each Bill.

House Bill 765 revamps or upholds around 15 provisions related to land, wealth, and immigration. One concerning aspect is the vague conflict-of-interest provision, which prohibits council members from voting on land-use matters if they have a fixed opinion. While some provisions align with practices already followed by the City and pose minimal risk, others are problematic. For instance, the Bill imposes civil penalties on local officials who violate existing or imposed rules, exposing them to personal liabilities for decisions that don't comply with regulations. Legislative decisions under this Bill could lead to significant challenges.

Senate Bill 497 mandates ordinances to allow duplexes and triplexes in any zoning district, including established single-family detached developments. While some provisions are reasonable if thoughtfully implemented, the Bill undermines local authority to decide where such developments should occur.

While Senate Bill 688 is similar to House Bill 765, it limits conditional rezonings and negotiations with developers. One example is that the Bill would allow developers to place curb cuts wherever they choose, which could be problematic in high-density neighborhoods. The Bill fails to account for the practical challenges of planned developments and could lead to significant issues in the future.

Mr. Legg stated that there are elements in these Bills that could be beneficial, but that the overall approach is flawed. The proposed Resolution opposes all three Bills and advocates for maintaining local government autonomy in land development decisions. Mayor Hinnant added that the urgency of this matter stems from recent communications with Rowan County municipalities, who are also opposing these Bills and requested Kannapolis to join them in opposition, as these Bills are likely to be in committee soon.

Motion to approve the Resolution was made by Councilmember Jackson, second by Councilmember Kincaid and unanimously approved.

CLOSED SESSION

NCGS 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege. (Mayor Pro tem Berry)

Mayor Pro tem Berry made the motion to go into closed session pursuant to NCGS 143-318 (a) (3) to consult with an Attorney in order to preserve the Attorney client privilege. The motion was seconded by Councilmember Wilson and unanimously approved.

Council went into closed session at 5:25 PM.

There being no further business, Councilmember Dixon made a motion to come out of closed session, second by Mayor Pro tem Berry, and the motion was unanimously approved.

There being no further business, Councilmember Jackson made motion to adjourn, second by Councilmember Kincaid, and the motion was unanimously approved.

The meeting adjourned at 6:04 PM on Monday, April 14, 2025.

Milton D. Hinnant, Mayor

Pam Scaggs, NCCMC
City Clerk

WORK SESSION
AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS, NC
APRIL 14, 2025
4:30 PM

Please Turn off Cell Phones or Place on Silent Mode.

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

A. Lineworker Appreciation Day (Darrell Hinnant, Mayor)

B. National Public Safety Telecommunicator Week (Darrell Hinnant, Mayor)

BOARD AND COMMISSION UPDATES

A. Board and Commission Update (Mike Legg, City Manager)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

A. **RESOLUTION** - Motion to approve a Resolution adopting a Title VI Plan (Daniel Jenkins, Assistant Human Resources Director)

B. **AGREEMENT & BUDGET ORDINANCE AMENDMENT #25-35** - Motion to approve Agreement with the North Carolina Department of Transportation (NCDOT) related to lighting at the I85 Interchange at Kannapolis Parkway/George Liles Parkway and Budget Ordinance Amendment #25-35 appropriating funds for the lighting project. (Wilmer Melton, Assistant City Manager)

C. **FIRST READING: TA-2025-04** - KDO Text Amendment to Article 4, Section 4.2.D(3)a.4(b)3 to increase the maximum number of dwellings permitted in a pocket neighborhood development from twelve (12) to thirty (30). (Richard Smith, Planning Director)

D. **BUDGET AMENDMENT ORDINANCE #25-36** - Appropriating Fund Balance in the Environmental Fund for Vehicle Repairs (Daniel Jenkins, Assistant Human Resources Director, Kristin Jones, Budget and Strategy Director, Brian Roberts, Finance Director)

E. **BUDGET AMENDMENT ORDINANCE #25-32 -** Appropriating Fund Balance in the General Fund to Transfer to the Environmental Fund for Solid Waste Overages.

(Kristin Jones, Budget and Strategy Director, Brian Roberts, Finance Director, Michael Rattler, Director of Transportation & Environmental Services, Wilmer Melton, Assistant City Manager)

F. **BUDGET AMENDMENT ORDINANCE #25-33** - Appropriating Fund Balance for Year-End Personnel Adjustments (Kristin Jones, Budget and Strategy Director, Brian Roberts, Finance Director)

G. **VOLUNTARY ANNEXATION A-2025-04** - Resolution Directing the Clerk to Investigate and Certify the Petition and Resolution Of Intent to Annex and Set a Public Hearing on approximately 13.95 +/- combined acres of property located at 5400 and 5425 Odell School Road (Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000) (Richard Smith, Planning Director)

H. **VOLUNTARY ANNEXATION A-2025-05**- Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to Annex; and Fix the Date of Public Hearing on approximately 87.748 +/- combined acres of properties located at 2423 and 2575 Jim Johnson Road and an unaddressed parcel on Jim Johnson Road and further identified as Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000 (Richard Smith, Planning Director)

I. **RESOLUTION -** Motion to approve Resolution supporting a Grant Application to the Cabarrus Rowan Metropolitan Planning Organization Transportation Alternatives Program to fund the Midlake Sidewalk (Wilmer Melton, Assistant City Manager, Richard Smith, Planning Director)

J. **BUDGET AMENDMENT ORDINANCE #25-34** - Appropriating Fund Balance in the General Fund to Transfer to the Fire Station Improvements Fund (Brian Roberts, Finance Director)

K. **MINUTES:** March 24, 2024 Business Meeting (Pam Scaggs, City Clerk)

L. **MINUTES:** March 24, 2025 Closed Session (Pam Scaggs, City Clerk)

BUSINESS AGENDA

A. Discussion of potential changes to the Downtown Covenants Conditions and Restrictions (CC&Rs) (Richard Smith, Planning Director, Andrew Kelly, City Attorney)

CLOSED SESSION

A. **CLOSED SESSION G.S. 143-318.11(a)(3) - To consult with an attorney in order to preserve the attorney-client privilege (Mayor Pro tem Berry)**

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.

KANNAPOLIS

Office of the Mayor

KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I ON
"LINEWORKER APPRECIATION DAY"

WHEREAS, Lineworkers are indispensable members of our community, demonstrating extraordinary courage as they work through storms, emergencies, and adverse conditions to ensure the uninterrupted flow of electricity to homes, schools, businesses and critical facilities; and

WHEREAS, these dedicated professionals exhibit unparalleled skill, resilience, and commitment, often working under hazardous circumstances to restore power and ensure public safety; and

WHEREAS, the residents of Kannapolis deeply value the hard work and sacrifices made by Lineworkers in maintaining our energy infrastructure, supporting the well-being and vitality of our community; and

WHEREAS, these brave men and women handle thousands of volts of electricity, often high atop power lines, risking - and occasionally sacrificing - their lives to keep our community powered; and

WHEREAS, Lineworkers are highly trained and skilled professionals who undergo rigorous preparation to ensure they can work safely and efficiently in all conditions.

NOW, THEREFORE, I, MILTON DARRELL HINNANT, Mayor of the City of Kannapolis, North Carolina by virtue of the authority vested in me, together with the Kannapolis City Council, do recognize and hereby proclaim **April 18th, 2025**, as **Lineworker Appreciation Day.** We encourage all residents of Kannapolis to express their gratitude and appreciation for the hard work and dedication of Lineworkers.

CITY OF KANNAPOLIS INCORPORATED SEAL 1984 NORTH CAROLINA

IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 14th day of April 2025.

Milton D. Hinnant

KANNAPOLIS

Office of the Mayor

KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I ON
"NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK"

WHEREAS, emergencies requiring police, fire or emergency medical services can occur at any time and the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our emergency responders depends on the quality and accuracy of information obtained from citizens who contact emergency communication centers; and

WHEREAS, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, public safety telecommunicators are the vital link for our emergency responders, monitoring their activities, providing information, and ensuring their safety; and

WHEREAS, public safety telecommunicators have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their duties.

NOW, THEREFORE, I, MILTON DARRELL HINNANT, Mayor of the City of Kannapolis, North Carolina by virtue of the authority vested in me as Mayor together with the Kannapolis City Council, do recognize and hereby proclaim **April 13th – April 19, 2025**, as **National Public Safety Telecommunicators Week.** We honor and celebrate the men and women whose diligence and professionalism keep our community safe.

CITY OF KANNAPOLIS INCORPORATED SEAL 1984 NORTH CAROLINA

IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 14th day of April 2025.

Milton D. Hinnant

CITY OF KANNAPOLIS
PLANNING & ZONING COMMISSION MEETING

March 18, 2025, at 6:00 pm

Agenda

1. **Call to Order**
2. **Roll Call and Recognition of Quorum**
3. **Approval of Agenda**
4. **Approval of Minutes:** February 18, 2025
5. **Public Hearing**
   a. **CZ-2025-01 – Conditional Zoning Map Amendment – 3397 Camp Julia Rd**
   Public Hearing to consider a request to rezone property located at 3397 Camp Julia Road from Cabarrus County Low Density Residential (LDR) zoning district and City of Kannapolis Residential 4 (R4) zoning district to City of Kannapolis Residential 8-Conditional Zoning (R8-CZ) zoning district to allow for a 324-unit townhouse development. The subject property is approximately 53.18 +/- acres and further identified as Cabarrus County Parcel Identification Number 56334589390000.

   b. **Z-2025-01 – Zoning Map Amendment – 9172 Davidson Hwy**
   Public Hearing to consider a request to rezone property located at 9172 Davidson Highway from Cabarrus County Limited Commercial (LC) to City of Kannapolis General Commercial (GC). The subject property is approximately 0.38 +/- acres and further identified as Cabarrus County Parcel Identification Number 46823091760000.
6. **Recommendation to City Council**
   a. **Text Amendment – TA-2025-03 – Tattoo or body piercing establishment in CC District by Special Use Permit (SUP)**
   Consider a recommendation to City Council on an amendment to the Kannapolis Development Ordinance regarding allowing a tattoo or body-piercing establishment in the Center City (CC) zoning district by Special Use Permit (SUP)

   b. **Text Amendment – TA-2025-04 – Maximum number of dwellings in a pocket neighborhood development**
   Consider a recommendation to City Council on an amendment to the Kannapolis Development regarding increasing the maximum number of dwellings permitted in a pocket neighborhood development
7. **Planning Director Update**
8. **Other Business**
9. **Adjourn**

Centralina Council of Governments

Regional Manager's Group Meeting

March 19, 2025

- Legislative Update
  - Federal Funding and Policy Changes
  - FY26 Budget
  - Community Projects Funding Process
- Briefing on Centralina's Strategic Plan
- Local Government Technical Assistance Services Spotlight

Cabarrus Rowan Urban Area
Metropolitan Planning Organization

Transportation Advisory Committee

Wednesday March 26, 2025
5:30 pm
Dinner provided by
Town of East Spencer

PUBLIC WIFI PASSWORD I-Love-Kannapolis!

NC Research Campus
Kannapolis City Hall
401 Laureate Way
Kannapolis, NC 28081

Agenda

1) Call to Order — TAC Chairman Smith

- Pledge of Allegiance
- Roll Call of Members for Quorum & Introduction of Guests
- List of Eligible TAC Voting Members
- Ethics Reminder
- Chamber of Commerce Update
- Speakers from the Floor (3 minutes per speaker)
- Adjustments/Approval to the Agenda including Consent

CONSENT AGENDA

All items on the consent agenda are considered to be routine and may be enacted by one motion. If a TAC member requests discussion on an item, the item will be removed from the consent agenda and considered separately. The following items are presented for TAC consideration on the Consent Agenda:

NO ITEMS FOR CONSIDERATION

THIS CONCLUDES THE CONSENT AGENDA

2) Approval of January 29, 2025 minutes — TAC Chairman Smith

3) FY 2024-2033 MTIP Modification #9 — Phil Conrad

INFORMATION: MPO staff typically brings amendments or modifications from recent NCDOT Board of Transportation agendas to the TCC/TAC for consideration. ~~The first project modifications are statewide project additions: R-5753 and TU-0011. The second project modification is to add operating funds beginning in FY 25 to train 74/75 in the Piedmont Corridor (P-2918).~~ The third project modification is to add utilities in FY 25 for the Dale Earnhardt Blvd intersection project (U-5761). The fourth project modification is to add utilities in FY 25 to the Derita Road widening (U-6032). The fifth and final project is to delay right-of-way to FY 26 for the Caldwell Road extension (HL-0063). Attachment 3 is a resolution modifying the MTIP for these projects. The new STIP was effective October 1, 2023.

ACTION/RECOMMENDATION: 1) Receive a report on modification #9 to the FY 2024-2033 MTIP; 2) Discuss; and 3) Consider endorsing modification #9 to the FY 2024-2033 MTIP.

4) 2055 MTP *DRAFT* Projects List Revisions — Phil Conrad

INFORMATION: Since the anticipated release of the 2026-2035 TIP, MPO staff began working on a draft revenue forecast for the 2055 Transportation Plan. This forecast is based on the tier system included in the Strategic Mobility Formula, and statewide forecast methodology developed by NCDOT for regional and division tier allocations. These forecasts are applied to the projects listed in the 2050 Plan and most recent MPO SPOT/Priority List. The Draft 2055 Projects List is included as attachment 4. In addition, the MPO is requested to confirm recommendations from the last Cabarrus County Public Transportation Master Plan, with the recent endorsement of the Transit Commission in February.

ACTION / RECOMMENDATION: 1) Receive a report on the 2055 MTP Projects List and financial assumptions; 2) Discuss; and 3) Consider amending the 2055 Projects List and financial assumptions.

5) FY 2025-2026 UPWP — Phil Conrad

INFORMATION: Each year the Cabarrus-Rowan MPO develops and adopts a unified planning work program (UPWP). The UPWP is the MPO budget and follows the state fiscal year 2025-2026 and is included as attachment 5A. The UPWP identifies the planning tasks, responsible agencies, and funding sources for regional transportation planning activities to be conducted within the planning area during the next fiscal year. These projects include MPO planning activities undertaken by local agencies, the N.C. Department of Transportation, and a line item for Regional Model and MTP Maintenance. In the fall of 2024, the NCDOT indicated that the allocation in FY 26 to the MPO is $489,250. There is no more unobligated balance for PL funds to MPO's in NC. As part of the UPWP, the Federal government is requiring all MPO's to certify their transportation planning process on an annual basis. Attachment 5B is a checklist for the CR MPO to

certify the MPO transportation planning process and adopting resolution. The local match table is included as attachment 5C and the resolution adopting the UPWP is included as attachment 5D.

ACTION/RECOMMENDATION: 1) Receive a report on the FY 2025-2026 UPWP; 2) Discuss, 3) Consider certifying the CR MPO transportation planning process with resolution 5B; and 4) Consider adopting the FY 2025-2026 UPWP with resolution 5D.

6) Reports / MPO Business — Phil Conrad / TAC Members

- Local Reports – NCDOT Division 9 & 10
- DRAFT 2026-2035 STIP Release
- P8.0 Project Call – P7.0 carryover projects due by May 9th
- Bike and Ped Demonstration Planning Studies
- Special Study Update – Town of China Grove
- CMAQ Priority Submittal and Funding Update
- TAP/CRP Project Call due May 9th
- TAC Venue
- SEI Filing Deadline *April 15th* and Newsletter

7) Information Items — Phil Conrad

- Rider and Salisbury Transit Ridership

Next meeting: April 23, 2025

- Agenda items for April TAC meeting

BOARD OF ADJUSTMENT
AGENDA

Kannapolis City Hall
Laureate Center - Kannapolis, N.C.

Tuesday, April 1, 2025
6:00 PM

1. **Call to Order**
2. **Roll Call and Recognition of Quorum**
3. **Approval of Agenda**
4. **Approval of Minutes –** February 4, 2025 and February 11, 2025
5. **Swearing In for Testimony**
6. **Public Hearing:**

   a. **BOA-2025-04 – Special Use Permit – 6441 Davidson Hwy.**
   Order is for approval of a Special Use Permit (SUP) submitted by the applicants for a comprehensive sign package for property located at 6441 Davidson Highway. The subject properties are a combined 152.04 +/- acres, are zoned Campus Development Conditional Zoning (CD-CZ) and Light Industrial Conditional Zoning (LI-CZ), and are more specifically identified as Cabarrus County Parcel Identification Numbers 46918795730000, 46918717750000, 46918760500000, 46917763310000, 46919604310000, 46918614490000, and 46916672610000.

   b. **BOA-2025-05 – Special Use Permit – 811 Fairview Street**
   Order is for approval of a Special Use Permit (SUP) submitted by the applicant, Wynnefield Forward, LLC, to allow for multifamily dwellings in the General Commercial (GC) zoning district on approximately 3.56 +/- acres of a 4.50 +/- acre site located at 811 Fairview Street. The subject property is further identified as Cabarrus County Parcel Identification Numbers 56230672590000, 56230683530000, 56230681340000, 56230681860000, 56230692880000, 56231602860000, 56231612260000, and 56231622390000. The property is also located within the Protected Area of the Lake Concord Watershed.

   c. **BOA-2025-06 – Variance – 2821 N. Cannon Blvd.**
   Order is for approval of a variance request submitted by the applicant under Section 2.5.D(1) of the Kannapolis Development Ordinance (KDO). The applicant seeks a variance from the sign area standards for the General Commercial (GC) district, as specified in Table 5.9.E(1)a, requesting a 49.05-square-foot increase for the sign on the front elevation. The property is zoned General Commercial (GC) under the KDO, is approximately 5.01 +/- acres, and is more specifically identified as Rowan County Parcel Identification Number 133 055.

7. **Planning Director Updates**
8. **Other Business**
9. **Adjourn**

City of Kannapolis

PARKS AND RECREATION COMMISSION

"Discover the Fun!"

AGENDA
REGULAR MEETING
TUESDAY, APRIL 8, 2025
6:00 P.M.

I. Call to Order

II. Approval of Minutes – March 11, 2025

III. Citizen's Concerns / Comments

IV. Old Business
- Project updates

V. New Business
- P&R Commission upcoming vacancies

VI. Program Report

VII. Director's Report

VIII. Commission Member Reports / Comments

IX. Upcoming Events / Meetings

- Tuesday, April 8, 2025 – P&R Comm. Mtg. Kannapolis City Hall at 6:00 p.m.
- Monday, April 14, 2025 – City Council Mtg. Kannapolis City Hall at 4:30 p.m.
- Monday, April 28, 2025 – City Council Mtg. Kannapolis City Hall at 6:00 p.m.
- Monday, May 12, 2025 – City Council Mtg. Kannapolis City Hall at 4:30 p.m.
- Tuesday, May 13, 2025 – P&R Comm. Mtg. Kannapolis City Hall at 6:00 p.m.

X. Adjourn

* Please note, that to speak during Citizen's Concerns / Comments, please use the sign-up sheet provided prior to the meeting and list your name, address, and topic. Each speaker is limited to 3 – 5 minutes.

WATER & SEWER AUTHORITY
OF CABARRUS COUNTY

REGULAR MEETING

April 16, 2025
5:00 P.M.

CALL TO ORDER BY THE CHAIRMAN
ITEMS OF THE AGENDA

ADOPTION OF THE AGENDA

1. Request for Adoption of the Agenda of the April 16, 2025 Board Meeting

UNFINISHED BUSINESS

1. Request for Approval of the Minutes of March 19, 2025

PUBLIC HEARING

1. Open the Public Hearing for the Proposed Fiscal Year 25-26 Budget

WORK SESSION

1. Discussion as Necessary on the Proposed Fiscal Year 25-26 Budget

2. Consideration of Adoption of the Fiscal Year 25-26 Budget Ordinance – Wendi Heglar

NEW BUSINESS

1. Request for Approval and Award of Engineering Design Services to HDR for the Rocky River Rehabilitation Project – Kevin Loescher

2. Request for Approval of the Capital Project Ordinance for the Rocky River Sewer Rehabilitation Project – Wendi Heglar

GENERAL DISCUSSION

1. Overview of Upcoming Results from the WSACC Facilities Plan – Chad VonCannon

2. Updates from the Executive Director – Chad VonCannon

REPORTS

1. WSACC CIP Update – Thomas Hahn

PUBLIC COMMENTS

CLOSED SESSION

1. **Closed Session - G.S.143-318.11 (a)(1) - to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.**

2. Closed Session - G.S.143-318.11 (a)(4) - to discuss matters relating to the location or expansion of industries or other businesses in the area served by the local body, including

agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations.

ADJOURN

*****

(The next regular meeting will be held on Wednesday, May 21, 2025, at 5:00 p.m.)

Please note that anyone needing reasonable accommodation to participate in the meeting should contact the Secretary to the Board at (704) 786-1783, extension 234, at least twenty-four (24) hours before the meeting.

Concord Kannapolis Area Transit Commission

February 28th, 2025 – 8:30AM

Rider Transit Center

45 Transit Court NW, Concord, NC

Agenda

1) Call to Order & Quorum — Chair Dusch

- Quorum & Introduction of Guests - Changes or Additions to Agenda
- Public Comments from the Floor – 3 minutes per speaker

2) Approval of the 12/19/24 Meeting Minutes — Chair Dusch

3) Long Range Transit Plan Task Order Approval — Rider Staff, Benesch Staff

Information: Presentation of the task order process, firm recommended for award, and a presentation of the work plan recommended for award by staff by the project manager with Benesch.

Recommendation/Action: Review and consider approval of staff recommendation for approval of the task order.

4) Public Art in Transit — Sarah Gay, Doyle Bussey, Public Art Commission

Information: Receive a presentation and request from the Concord Public Art Commission to place public art on the exterior of one of Rider Transit's buses.

Recommendation/Action: Review and consider approval of the request from the Concord Public Art Commission.

5) CRMPO Long Range Transportation Plan Update — Phil Conrad, CRMPO

Information: Discussion with MPO staff regarding the transit component updates for the Cabarrus Rowan MPO's Long Range Transportation Plan, which was last updated in April 2022. It was based upon future projects (17) and service expansions for the Cabarrus County Long-Range Public Transportation Master Plan (LRPTMP). The MTP will be updated again in 2030 to incorporate the *next* LRPTM.

Recommendation/Action: Review and consider the request to re-endorse the current LRPTM for inclusion in the 2055 MTP and regional travel model (multiple counties including Mecklenburg).

6) Reports / Other Business — Rider Staff

- Replacement Van Update
- 2024 Ridership Update
- Other Business
- Next Meetings – April 2025 and beyond – TBD by the CKTC

CITY OF KANNAPOLIS

COMMUNITY IMPROVEMENT COMMISSION

Tuesday, April 7, 2025
6:00 PM

A. Welcome and Call to Order – Amos McClorey, Chairperson

B. Review CDBG nonprofit grant applications – Sherry Gordon

Next meeting May 20, 2025

EXHIBIT A

Agenda Item: F.A

Kannapolis
Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Daniel Jenkins, Assistant Human Resources Director

Subject: **RESOLUTION** - Motion to approve a Resolution adopting a Title VI Plan

Action Requested by City Council
Motion to approve the resolution to adopt the City of Kannapolis Title VI Plan

Required Votes to Pass Required Action
Majority Present at Meeting

Background
As a recipient of federal financial assistance from the Department of the Treasury, the City is required to ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964. Title VI prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance. Discrimination on the basis of gender, age, and disability is prohibited under related statutes, all of which fall under the umbrella of Title VI.

This Plan has been developed as a culmination of applicable regulations and federal law to demonstrate the City's commitment to non-discrimination in its services, activities, and programs while also providing a means of grievance for any person who feels they have been the subject of a discriminatory act. Longstanding Federal civil-rights laws protect individual Americans from discrimination based on race, color, religion, sex, or national origin. These civil-rights protections serve as a bedrock supporting equality of opportunity for all Americans. This plan demonstrates the City's alignment with these Federal laws.

Fiscal Implications
None

Policy Issues
None

Legal Issues
None

Recommendations and Alternate Courses of Action

1. **Approve the resolution to adopt the City of Kannapolis Title VI Plan (Recommended)**
2. Take no action.
3. Table to a future meeting

Attachments
1. Title VI Plan
2. Resolution Title VI Plan & Program

TITLE VI PLAN

APRIL 14, 2025

CITY OF KANNAPOLIS
401 Laureate Way, Kannapolis, NC 28081

City of Kannapolis
Title VI Plan

Table of Contents

Introduction…… 3

Authorities in Summary…… 4

Definitions…….. 5

Areas of Practice…….. 6

Staffing and Organization/Implementation……... 7

Title VI Non-Discrimination Complaint Process…… 8

Appendix A: City Council Resolution…….. 10

Appendix B: Title VI Non-Discrimination Policy Statement……. 11

Appendix C: Non-Discrimination Notice and Accessibility Rights…….. 12

Appendix D: Equal Employment Opportunity Statement……. 13

Appendix E: Title VI Discrimination Complaint Form…… 14

Appendix F: Title VI Assurance of Compliance……. 17

Introduction

The City of Kannapolis (hereinafter referred to as “City”) has adopted this Title VI Plan to ensure that the City is compliant with the provisions of Title VI of the Civil Rights Act of 1964. Title VI prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance. Discrimination on the basis of gender, age, and disability is prohibited under related statutes and fall under the umbrella of Title VI.

Federal-aid recipients, subrecipients and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs, activities and services whether these programs, activities and services are federally funded or not. The City’s Title VI Coordinator is responsible for providing leadership, direction and policy to ensure compliance with Title VI.

Title VI was enacted to ensure equal distribution of federal funds regardless of race, color, or national origin. Because of this, Title VI:

- Encourages the participation of minorities as members of planning or advisory bodies for programs receiving federal funds
- Prohibits discriminatory activity in a facility built in whole or part with federal funds
- Prohibits entities from denying an individual any service, financial aid, or other benefit because of race, color, or national origin
- Prohibits entities from providing a different service or benefit, or providing these in a different manner from those provided to others under the program
- Prohibits entities from requiring different standards or conditions as prerequisites for serving individuals
- Prohibits locating facilities in any way that would limit or impede access to a federally funded service or benefit
- Prohibits segregation or separate treatment in any manner related to receiving program services or benefits
- Requires assurance of nondiscrimination in purchasing of services
- Requires entities to notify the respective population about applicable program
- Requires information and services to be provided in languages other than English when significant numbers of beneficiaries are of limited English-speaking ability

**Any City resident who has experienced discrimination or harassment or has a human rights concern may file a discrimination complaint with the City.*

***Any City employee who has experienced discrimination or harassment or has a human rights concern may file a discrimination complaint with the Human Resources Department and follow current harassment procedures as outlined in the Personnel Policy Manual.*

Authorities in Summary

The City establishes the Title VI plan not only on the adoption of a local policy, but by long standing federal law.

Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352 (1964), codified as 42 U.S.C. §§2000d through 2000- 4]: Title VI of the Civil Rights Act of 1964 prohibits the discrimination in, or the denial of benefits under, any program or activity receiving federal financial assistance on grounds of race, color or national origin.

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.): Title VIII of the Civil Rights Act of 1968 prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

The Civil Rights Restoration Act of 1987, [Pub. L. 100-259, sec. 6 (1988), codified as 42 U.S.C. §2000D-4A]: The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities of federal aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Federal Aid Highway Act of 1973, [Pub. L. 93-87 (1973), codified as 23 U.S.C. §324]: The Federal Aid Highway Act of 1973 provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Age Discrimination Act of 1975, [Pub. L. 94-135 (1975), codified as 42 U.S.C. §6102): The Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Americans with Disabilities Act of 1990, Subchapter 2, Part A [Pub. L. 101-336 (1990); codified as 42 U.S.C. §§12131-12134]: The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or a local government.

Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112 (1973), codified as 29 U.S.C. §794]: Section 504 of the Rehabilitation Act of 1973 provides that no qualified handicapped person, shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

23 CFR Part 200: 23 CFR 200: are administration regulations promulgated by the Federal Highway Authority that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

49 CFR Part 21: 49 CFR 21 are administration regulations promulgated by the US Department of Transportation that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

Definitions

As used in this Title VI Plan, the following definitions are asserted:

Affected Parties: persons protected against discrimination because of race, color, national origin, sex, age, or disability by the Title VI Requirements, and the City's Non-Discrimination Policy.

Contractor: a person or entity that has entered into an agreement with the City that is subject to Title VI Requirements.

Locating and siting actions: a recommendation by City staff or decision by the City staff or the City Council that will result in the construction of a public facility that could have adverse environmental impacts on the surrounding area.

Meaningful access: the provision of communicative assistance by the City necessary to allow affected persons to participate in governmental services/activities.

Proposed Project: a project that receives federal funds and is subject to the Title VI Requirements.

Subrecipient: a person or entity that receives federal funds from the City to be used by the entity to further the objectives of the federal grant. The City is the recipient of the grant, and the person or entity is a subrecipient of those grant funds.

Title VI Assurances: conditions imposed upon contractors or subrecipients as a result of federal funding being directly or indirectly provided to the contractor or subrecipient.

Title VI Requirements: the nondiscrimination provisions contained in Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

Areas of Practice

Policy and Public Notice: The City will create, publish and post a Public Notice of non-discrimination. The City Council will adopt within this plan a Non-Discrimination Policy.

Elimination of Discrimination: The City will continue its practice of identifying discrimination based on race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, income level, and gender identity, and where such discrimination is found to exist, implementing programs or practices to eliminate the discrimination.

Public Dissemination of Information: The Title VI Coordinator shall assist City staff in the creation and dissemination of Title VI Program information to City employees, subrecipients, contractors, Affected Parties, and the general public. Public dissemination efforts may include posting public statements setting forth the City's non-discrimination policy, inclusion of Title VI Assurances in City contracts and grants, and publishing a Title VI Policy Statement on the City's website including the notice and policy into all adopted plans and program documents.

Title VI Assurances in Contracts and Grants: Contracts and procurement are integrated into each department. Staff will ensure that all federally funded contracts administered by the City contain Title VI Assurances. In the event that the City distributes federal funds to another entity through grants or other agreements, the Department Head administering the grant or agreement will ensure that such grants and agreements contain the Title VI Assurances. The Department's project administrator or grant administrator will monitor the performance of the contract or grant for compliance. The Title VI Coordinator and Department Head will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting and grant performance process.

Data Collection: Statistical data on Affected Parties will be compiled by each department head and provided to the Title VI Coordinator. The data compilation process will be reviewed regularly by the Title VI Coordinator to ensure the data is sufficient to meet the requirements of this Title VI Plan.

Site and Facility Location: The City shall not make selection of a site or location of a facility for participants in and beneficiaries of the City's federal aid programs if that selection could exclude individuals from participation in, or deny them benefits of, or subject them to discrimination on grounds of race, color or national origin, or could substantially impair the accomplishment of the objectives of the nondiscrimination policy.

Limited English Proficiency: Approximately 12.6% of residents in the City primarily speak a language other than English with 8.6% indicating Spanish as their primary language. The City will review demographic data annually to identify language assistance needs within its service areas, utilizing the American Community Survey, to determine Limited English Proficiency (LEP) Program requirements.

Staffing and Organization/Implementation

City Manager: The City Manager is ultimately responsible for ensuring the City's compliance with Title VI Requirements, including, but not limited to, monitoring City programs, preparing required reports and undertaking such other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21. To ensure compliance the City Manager has appointed the Human Resources Director or their designee to serve as the Title VI Coordinator. Other department heads will collaborate with the Title VI Coordinator as needed to ensure required compliance.

Human Resources Director or designee serving as Title VI Coordinator: The Title VI Coordinator is responsible for the overall management of the Title VI Program, under the direction of the City Manager to include the following responsibilities:

- Process and research complaints regarding compliance with this Title VI Plan that are received by the City and coordinate with relevant and appropriate staff and the City Attorney, to compile statistical data related to race, color, national origin, sex, age, disability, and income of participants in, and beneficiaries of, federally funded programs to ensure compliance with the Title VI Requirements.
- Review City programs or projects receiving federal funding for matters regarding Title VI compliance and reporting.
- Conduct training programs related to Title VI Requirements for City staff who are responsible for Title VI compliance, and for contractors or subrecipients who are subject to Title VI Requirements. Make recommendations to the City Manager on ways to achieve compliance with Title VI Requirements.
- Develop information regarding this Title VI Plan for dissemination to the general public
- Ensure that individuals who will be affected by locating and siting actions obtain meaningful access to the public awareness/involvement process.
- Identify deficiencies in compliance with the Title VI Requirements and make recommendations to the City Manager for remedial actions to be taken to promptly resolve such deficiencies.
- Annually prepare a Title VI Plan Report that documents progress, accomplishments, impediments and goals in fulfilling this Title VI Plan.

Departmental Responsibility: Each Department Head is responsible for Title VI compliance, with support from the Title VI Coordinator, for individual projects. Compliance activities include, but are not limited to:

- Ensuring that all aspects of a project’s planning process and operations comply with the Title VI Requirements
- Ensuring that Affected Parties have meaningful access to a project’s planning processes
- Assisting the Title VI Coordinator in gathering and organizing data for the Title VI Plan Report
- Reviewing the Department work programs, policies, and other directives to ensure compliance with the Title VI Requirements
- Verifying the level of participation of Affected Parties at public outreach meetings

Title VI Nondiscrimination Complaint Process

Any person who believes that they or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits and/or services from the City, or by a contractor or subrecipient on the grounds of race, color, or national origin may file a Title VI Complaint with the Title VI Coordinator.

Any person who believes that they or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits and/or services from the City, or on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, income level, or gender identity may file a complaint. The complaint form is included in this document (Appendix E).

Every effort will be made to obtain early resolution of complaints. The option of mediation meeting(s) between the Title VI Coordinator, City staff, Contractors, Subrecipients and Affected Parties may be utilized for resolution.

The following procedures cover all complaints filed under Title VI. These procedures do not deny the right of the complainant after the completion of the Title VI process to file a complaint with State or Federal agencies or to bring private action based on the complaint.

1. Any person, group of persons, or entity that believes they have been subjected to discrimination under the Title VI requirements may file a written complaint with the Title VI Coordinator. The complaint must be filed within 180 days of the alleged discriminatory act or occurrence.

2. Upon receipt of the complaint, the Title VI Coordinator in consultation with the City Attorney will determine whether the City has jurisdiction over the complaint, whether the complaint contains the necessary information, what additional information is needed, and whether further investigation is needed. Within five (5) working days of receipt of the complaint, the Title VI Coordinator will determine whether the complaint is complete, and if it requires additional investigation.

3. The Title VI Coordinator will provide the respondent the opportunity to respond in writing to the allegations of the complaint. The respondent shall have fifteen (15) days from receipt of notification to provide a response to the allegation in the complaint.

4. If the complaint is against a contractor or subrecipient, the City shall have fifteen (15) days from receipt of the complaint to advise the appropriate state or federal agency of the receipt of complaint and statutes of the investigation.

5. Within sixty (60) days of the receipt of the complaint the Title VI Coordinator shall prepare a written investigative report. The report shall include narrative description of the incident, identification of persons interviewed, findings, and recommendations for resolution and corrective action. The written report will be sent to the City Attorney.

6. The City Attorney will review the report and meet with the Title VI Coordinator and the City Manager to determine the appropriate action.

7. When the investigative report is complete and appropriate action has been determined, the complainant and respondent shall receive a copy of the report, statement of appropriate action,

and notification of appeal rights.

8. Within fifteen (15) days of the complainant and respondent receiving a copy of the report and determination of appropriate action, a copy of the complaint and the City's investigative report and determination of appropriate action will be provided to the appropriate federal or state agency for comments.

9. Within fifteen (15) days of receiving comments from the federal or state agency, the Title VI Coordinator will notify all parties of the comments received from the federal or state agency reviewing the investigative report.

10. After receiving comments from the federal or state agency, the Title VI Coordinator will meet with the City Manager and City Attorney to review the comments and adopt a final decision that includes taking appropriate actions to address any comments provided by a federal or state agency. The final decision shall be provided to all parties of the proceedings and shall include a statement that a party has a right to appeal the decision if the party produces evidence of new facts that were not previously considered and could not have been reasonably discovered during the investigation.

11. If a party is not satisfied with the results of the investigation or the resolution of the complaint, the party may appeal the City Manager's decision to the appropriate federal or state agency, by filing a request for an appeal no later than 180 days after the date of the City Manager's final decision.

Title VI Nondiscrimination Policy Statement

It is the policy of the City of Kannapolis to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Kannapolis program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964, United States Department of Transportation (DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) Part 21, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the City of Kannapolis to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service or other program benefit without good cause.
- Providing any service or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program.
- Subjecting a person to segregation or separate treatment in any part of a program.
- Restrictions in the enjoyment of any advantages, privileges, or other benefits enjoyed by others.
- Methods of Administration, which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination.
- Different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities.
- Acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing.
- Discrimination in any employment resulting from a program, a primary objective of which is to provide employment.
- Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations.

To assure that appropriate program measures are implemented and monitored, I have designated a Title VI Coordinator for the City of Kannapolis. As an expression of my commitment to and support of the City's Title VI Nondiscrimination Program, I have set my hand and seal upon this policy statement this 14th day of April, 2025.

_____

Michael B. Legg, City Manager

Notice of Nondiscrimination and Accessibility Rights

The City of Kannapolis, pursuant to its policy to comply with Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities, will not exclude from participation in, deny the benefits of, or subject to discrimination any person based on race, color, national origin, limited English proficiency, sex, age, income level, or disability (or religion, where applicable), under any programs or activities conducted or funded by the City of Kannapolis.

Any person who believes they have been wronged by a discriminatory act (action or inaction) of the City of Kannapolis or its funding recipients, has the right to file a complaint with the City of Kannapolis. For instructions on how to file a complaint, or additional information regarding the City of Kannapolis' nondiscrimination obligations, please contact:

City of Kannapolis
Department of Human Resources
Attn: Title VI Coordinator
401 Laureate Way
Kannapolis, NC 28081
704-920-4300
adacoordinator@kannapolisnc.gov

Anyone with a hearing or speech impairment or needing communication accommodations may use Relay NC, a telecommunications relay service, to call the City of Kannapolis Human Resources Department.

- Relay NC Voice: Dial 711 or 1-877-735-8200
- Relay NC TTY: Dial 711 or 1-800-735-2962
- Relay NC Spanish: Dial 711 or 1-888-825-6570

Visit www.relaync.com for additional information.

Equal Employment Opportunity Statement

The City of Kannapolis is an equal opportunity employer. Discrimination against any person in recruitment, examinations, appointments, training, promotion, retention, discipline, salary increases, or any other aspect of personnel administration because of race, color, national origin, or because of political or religious opinions or affiliations is hereby prohibited. Discrimination on the basis of age, sex, or physical disability is hereby prohibited except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary for job performance. Any applicants or employees "not at will" who believe that employment, promotion, training, transfer or salary increases were denied them or that demotion, transfer, layoff, or termination was forced on them may, as a matter of right, use the grievance procedure described in this manual without fear of coercion or reprisal. In addition, employees are entitled under federal statutes to register their complaints with the United States Equal Employment Opportunity Commission. The City of Kannapolis is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment opportunities.

Appendix E

City of Kannapolis

Title VI Complaint Form

Any person who believes that they have been subjected to discrimination based upon race, sex, age, national origin, disability, income-level, limited English proficiency, or religion may file a written complaint with the City of Kannapolis' Title VI Coordinator within one hundred eighty (180) days after the alleged discrimination occurred.		
Last Name:	First Name:	☐ Male ☐ Female ☐ Other
Mailing Address:	City:	State / Zip Code:
Home Phone:	Work/Cell Phone:	Email Address:

Identify the category of alleged discrimination.

☐ Race ☐ Color ☐ Sex ☐ Age ☐ National Origin ☐ Disability

☐ Income Level ☐ Limited English Proficiency ☐ Religion

☐ Other _____

Identify the race of the complainant.

☐ Black ☐ White ☐ Hispanic ☐ Asian American ☐ American Indian

☐ Alaskan Native ☐ Pacific Islander

☐ Other _____

Date(s) and place(s) of all alleged discriminatory action(s).

Names of individuals responsible for the alleged discriminatory action(s).

How were you allegedly discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the alleged discrimination. Include how other persons were treated differently from you. Attach additional pages(s) if necessary.

The law prohibits intimidation or retaliation against anyone because they either have taken action, or participated in action, to secure rights protected by these laws. If you feel you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation. Attach additional page(s) if necessary.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint. Attached additional page(s) if necessary.

Name	Address	Phone

Have you filed, or intend to file, a complaint regarding the matter raised with an outside State or Federal enforcement agency? If yes, please provide the agency name and filing date, if already filed.

☐ Yes ☐ No ☐ Undecided

Have you discussed the complaint with any City of Kannapolis representative? If yes, provide the name, position, and date of discussion.
☐ Yes ☐ No
Please provide any additional information that you believe would assist with an investigation.
Briefly explain what remedy, or action, you are seeking for the alleged discrimination.
AN UNSIGNED COMPLAINT WILL NOT BE ACCEPTED. PLEASE SIGN AND DATE THE FORM BELOW.

Complainant's Signature	Date

MAIL COMPLAINT FORM TO:
City of Kannapolis
Department of Human Resources
Attn: Title VI Plan and Program Coordinator
via email at adacoordinator@kannapolisnc.gov or mail at
401 Laureate Way
Kannapolis, NC 28081

FOR OFFICE USE ONLY

Date Complaint Received: _____
Processed by: _____
Referred to: _____ Date referred: _____

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient (hereinafter referred to as the "Recipient") provides the assurances stated herein.

The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient

and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such

discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

    The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

    Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is compliant with the aforementioned nondiscrimination requirements.

_____
Recipient

_____ _____
Signature of Authorized Official Date

RESOLUTION TO ADOPT A TITLE VI POLICY TO PROHIBIT DISCRIMINATION IN PROGRAMS AND SERVICES AND IN ACTIVITES RECEIVING FEDERAL FINANCIAL ASSISTANCE

WHEREAS, in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and

WHEREAS, since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of "federal financial assistance" and what entities are affected and controlled by Title VI; and

WHEREAS, the City of Kannapolis has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and

WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and

WHEREAS, a policy and procedure for reporting violations will provide guidelines for the City, City Departments and private persons and companies doing business with the City and receiving federal financial assistance.

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

1. The attached "Title VI Plan", including its policies and procedures, is hereby adopted as the official policy of the City of Kannapolis for applying, reporting, and enforcing Title VI of the Civil Rights Act of 1964.

2. The City Manager is authorized to approve this policy on an annual basis if there are no changes.

Adopted this 14th day of April, 2025.

CITY COUNCIL
CITY OF KANNAPOLIS
NORTH CAROLINA

Milton D. Hinnant, Mayor

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT B

Agenda Item: F.B

Kannapolis
Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Wilmer Melton, Assistant City Manager

Subject: **AGREEMENT & BUDGET ORDINANCE AMENDMENT #25-35** - Motion to approve Agreement with the North Carolina Department of Transportation (NCDOT) related to lighting at the I85 Interchange at Kannapolis Parkway/George Liles Parkway and Budget Ordinance Amendment #25-35 appropriating funds for the lighting project.

Action Requested by City Council

1. Motion authorizing the City Manager to execute the agreement with the North Carolina Department of Transportation (NCDOT) related to lighting at the I85 Interchange at Kannapolis Parkway/George Liles Parkway.
2. Motion approving Budget Ordinance Amendment #25-35 appropriating funds for the lighting project.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On August 26 2024, City Council approved a Resolution supporting the interchange lighting project and local financial support before Spot Safety funds could be awarded for this project. The project was awarded Spot Safety fund were allocated to the project on April 2025 by the Board of Transportation. Therefore, the City of Kannapolis, the City of Concord and the North Carolina Department of Transportation (NCDOT) intend to enter into an agreement for local non-federal funding participation and install lighting at the Interstate 85 (I85) and Kannapolis Parkway/George W Liles Parkway interchange.

The project is estimated to cost approximately $1 million and requires a $200,000 non-federal match (80% federal/20% local) that will be split between the City of Kannapolis, the City of Concord and NCDOT. The City's portion of the non-federal funds will be approximately $66,666.00 and supports our intent to improve lighting along Kannapolis Parkway, which is the only interchange along the City's I-85 corridor that is not illuminated.

Fiscal Implications

The City's portion of the Kannapolis Parkway lighting project is $66,666.00 and will be funded from fund balance.

Policy Issues

City Council approval is required for City Manager to execute the agreement.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to authorize the City Manager to execute the agreement with the North Carolina Department of Transportation (NCDOT) related to lighting at the I-85 Interchange at Kannapolis Parkway/George Liles Parkway.**
2. **Motion to approve Budget Ordinance Amendment #25-35 appropriating funds for the lighting project (Recommended).**
3. Table to a future meeting.
4. Take no action.

Attachments

1. Kannapolis_HL-0157_1000024920
2. HL-00157_LE_GLP_PSH_E-3
3. HL-00157_LE_GLP_PSH_E-4
4. HL-00157_LE_GLP_PSH_E-2
5. Resolution 2024-32 Roadway Lighting Kannapolis Pkwy Interchange
6. BA 25-35 Budget Amendment for 85 Lighting

ACCOUNTS RECEIVABLE
TIP AGREEMENT – PROJECT COST PARTICIPATION
1000024920

AGREEMENT OVERVIEW

NORTH CAROLINA
CABARRUS COUNTY

DATE: 3/26/2025

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF KANNAPOLIS

PROJECT NUMBERS:

TIP #: HL-0157
WBS ELEMENTS: CON 51698.3.1

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): This Project consists of the installation of lighting at the George Liles Parkway and I-85 interchange.

ESTIMATED COST OF THE PROJECT: $ 1,000,000
COSTS TO OTHER PARTY: $ 66,666

RESPONSIBILITY FOR COSTS THAT EXCEED FUNDING:
The Department is responsible for all costs that exceed the total estimated cost.

BREAK DOWN OF PHASES:

ESTIMATED COSTS OF CON PHASE: $1,000,000
COSTS TO OTHER PARTY (CON): $66,666

PAYMENT TERMS: City of Kannapolis will submit payment upon execution of agreement.

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:
START: Upon Full Execution of this Agreement
END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the **City of Kannapolis**, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this

DRAFT

Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and, .

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

DRAFT

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and maintenance as shown in the **PROJECT DELIVERY** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.

ii. The **Department** will be responsible for preparing the plans and specifications and letting the Project to construction.

iii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract

for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

Responsibilities

The **Municipality** shall be responsible for the relocation and adjustment of all municipally owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

i. Said work shall be performed in a manner satisfactory to the **Department** prior to the **Department** beginning construction of the Project. The **Municipality** shall make every effort to promptly relocate said utilities in order that the **Department** will not be delayed in the construction of the Project.

ii. The **Municipality** shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.

iii. The **Department**, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the **Municipality**.

iv. The **Department** shall not be liable for any work that the **Municipality** undertakes with respect to said utility relocation.

necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.

Costs and Funding

v. If applicable, the **Department** will reimburse the **Municipality** in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

Utility Relocation by Department

DRAFT

vi. If the **Municipality** requests the **Department** to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the **Department** agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms, if applicable. The **Municipality** shall reimburse the **Department** all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

D. MAINTENANCE

Upon completion of the Project:

i. The Department will be responsible for maintenance of lighting.

ii. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.

iii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

The **Municipality** has agreed to participate in Project costs as follows:

i. The estimated cost of the Project is $1,000,000. Both **Parties** understand that this is an estimated cost and is subject to change.

ii. The **Department** shall provide the first $333,340 in Federal and State funding. The Department will then provide an additional $533,328 in Federal funds and the Municipality will provide one-half of the non-federal match of $133,332, which is $66,666 for a total of $666,660. [The City of Concord, by separate agreement, will provide the other $66,666.] The **Department** is responsible for all costs that exceed $1,000,000.

B. PAYMENT BY THE MUNICIPALITY

i. The **Municipality** shall provide a down payment for the construction phase of the Project, prior to the **Department** initiating work. The **Department** will notify the **Municipality** of the requested amount of down payment. The **Municipality** shall remit payment, in accordance with the attached "Remittance Guidance".

DRAFT

ii. If costs for the current phase of work exceed the available funding, then the **Department** will notify the **Municipality** of any additional down payment needed.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

DRAFT

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and the **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and the **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and the **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and the **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document

contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

DRAFT

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF KANNAPOLIS

FED TAX ID NO: _____

REMITTANCE ADDRESS:

_____

_____

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

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

DRAFT

SIGNATURE PAGE

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

(INK SIGNATURES ONLY)

ATTEST:

BY: _____

TITLE: _____

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF KANNAPOLIS

FED TAX ID NO: _____

REMITTANCE ADDRESS:

_____

_____

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

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

DRAFT

PROJECT REFERENCE NO.	SHEET NO.
HL-0157	E-3

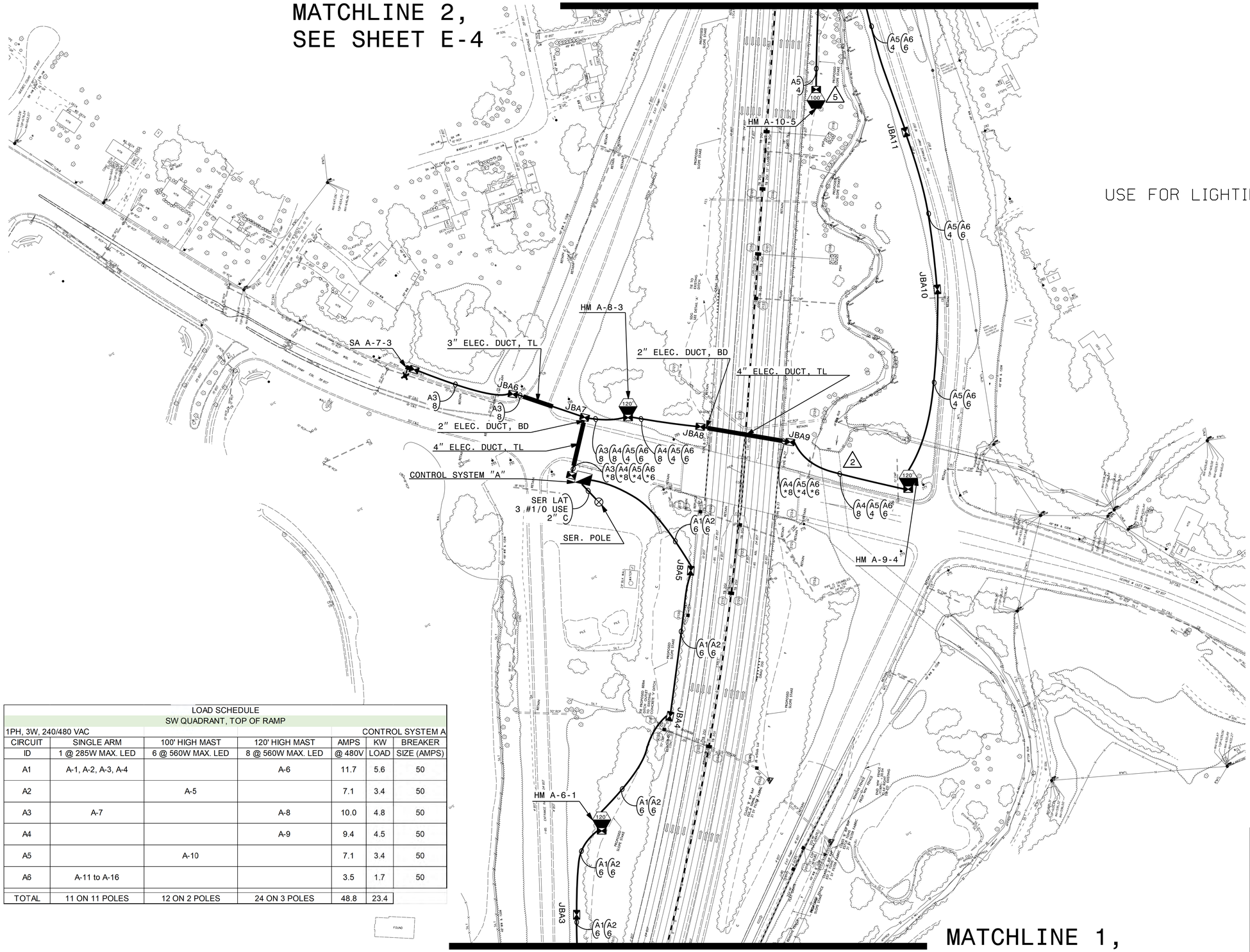
NORTH CAROLINA PROFESSIONAL SEAL 055078 ENGINEER NATHAN P DOMINGUEZ

DocuSigned by: Nathan Dominguez 02/12/2025

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

USE FOR LIGHTING CONSTRUCTION ONLY

MATCHLINE 2, SEE SHEET E-4



LOAD SCHEDULE						
SW QUADRANT, TOP OF RAMP						
1PH, 3W, 240/480 VAC						CONTROL SYSTEM A
CIRCUIT	SINGLE ARM	100' HIGH MAST	120' HIGH MAST	AMPS	KW	BREAKER
ID	1 @ 285W MAX. LED	6 @ 560W MAX. LED	8 @ 560W MAX. LED	@ 480V	LOAD	SIZE (AMPS)
A1	A-1, A-2, A-3, A-4		A-6	11.7	5.6	50
A2		A-5		7.1	3.4	50
A3	A-7		A-8	10.0	4.8	50
A4			A-9	9.4	4.5	50
A5		A-10		7.1	3.4	50
A6	A-11 to A-16			3.5	1.7	50
TOTAL	11 ON 11 POLES	12 ON 2 POLES	24 ON 3 POLES	48.8	23.4	

MATCHLINE 1, SEE SHEET E-2

0 50 100

SEE SHEET "E-1" FOR LEGEND & △ NOTES

Rev.	Date	Description	Approved
2			
1			

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROADWAY DESIGN LIGHTING/ELECTRICAL SECTION

LIGHTING LAYOUT I-85/GEORGE LILES PKWY INTERCHANGE

CABARRUS COUNTY

Drawn By:	Approved By:	Dwg No.:
MSQ	RGH	

10-FEB-2025 14:41
S:\Specialty Functions\Lighting & Electrical\Projects\Div 10 POC for George Liles Pkwy (Modif of I-3803B)\HL-00157_LE_OLP_PSH_E-3.DGN
msquadri AT RD-32943L

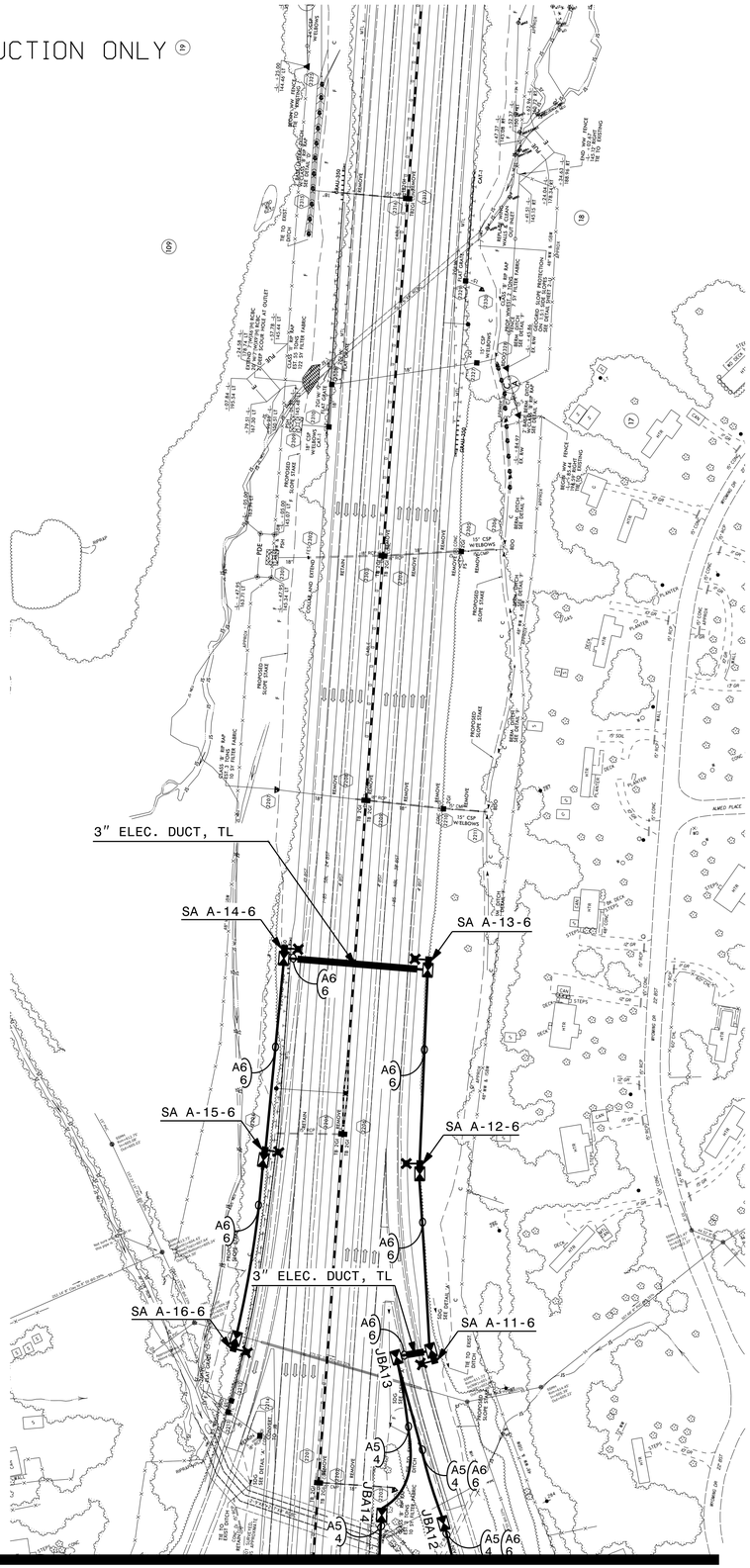
PROJECT REFERENCE NO.	SHEET NO.
HL-0157	E-4

NORTH CAROLINA PROFESSIONAL SEAL 055078 ENGINEER NATHAN P DOMINGUEZ

DocuSigned by: Nathan Dominguez 02/12/2025

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

USE FOR LIGHTING CONSTRUCTION ONLY (19)



MATCHLINE 2, SEE SHEET E-3

SEE SHEET "E-1" FOR LEGEND & △ NOTES

0 50 100

Rev.	Date	Description	Approved
2			
1			

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROADWAY DESIGN LIGHTING/ELECTRICAL SECTION

LIGHTING LAYOUT I-85/GEORGE LILES PKWY INTERCHANGE

CABARRUS COUNTY

Drawn By:	Approved By:	Dwg No.:
MSQ	RGH	

30-JAN-2025 09:22
S:\Specialty Functions\Lighting & Electrical\Projects\Div 10 POC for George Liles Pkwy (Modif of I-3803B)\HL-0157_LE_OLP_PSH_E-4.DGN
msquadri AT RD-329439L

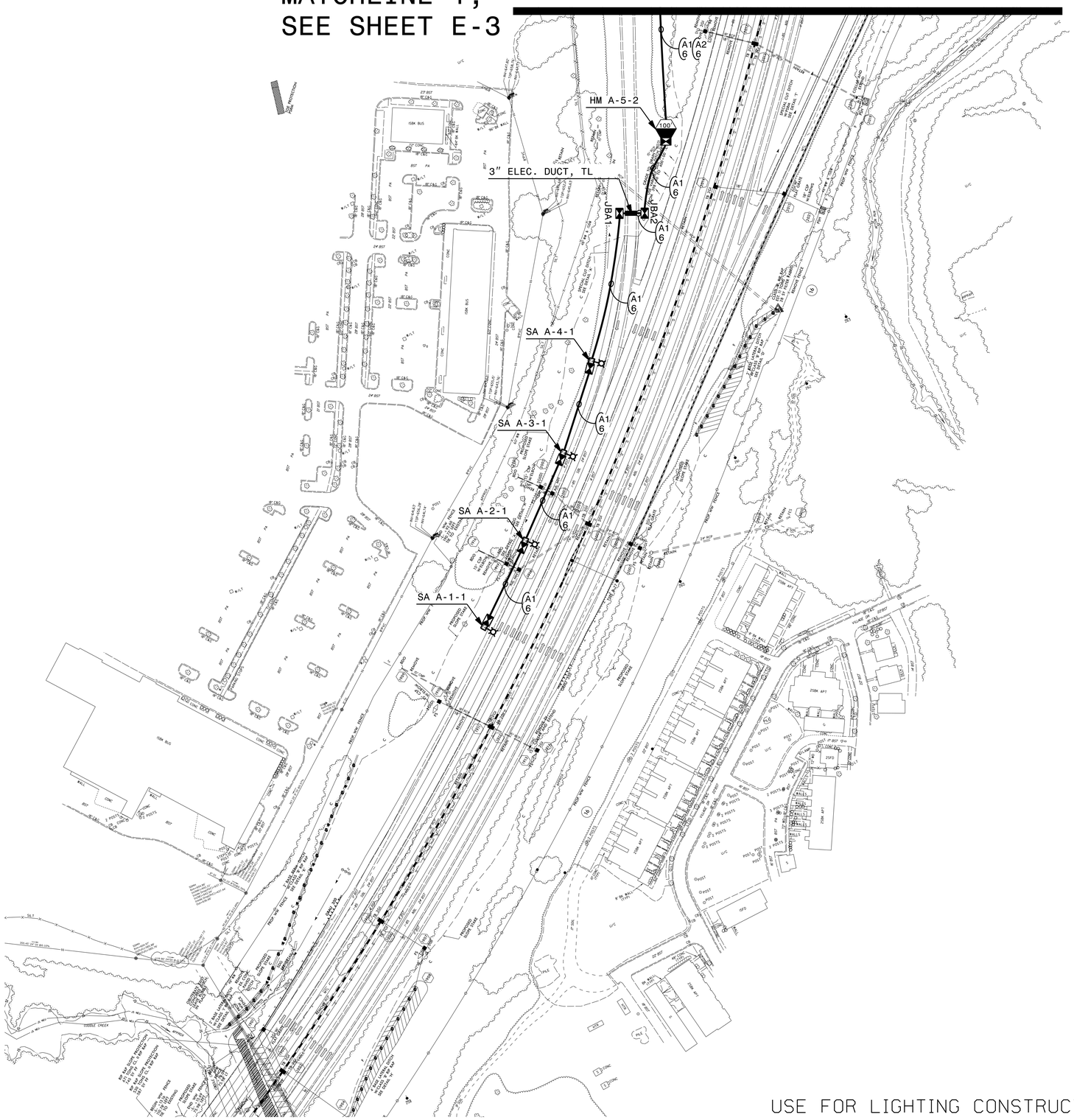
PROJECT REFERENCE NO.	SHEET NO.
HL-0157	E-2

NORTH CAROLINA PROFESSIONAL SEAL 055078 ENGINEER NATHAN P DOMINGUEZ

DocuSigned by: Nathan Dominguez 12/12/2025

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

MATCHLINE 1,
SEE SHEET E-3



Rev.	Date	Description	Approved
2			
1			

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN LIGHTING/ELECTRICAL SECTION

LIGHTING LAYOUT
I-85/GEORGE LILES PKWY INTERCHANGE

CABARRUS COUNTY

Drawn By:	Approved By:	Dwg No.:
MSQ	RGH	

30-JAN-2025 09:20
S:\Specialty_Functions\Lighting & Electrical\Projects\Div 10 POC for George Liles Pkwy (Modif of I-3803B)\HL-0157_LE_OLP_PSH_E-2.DGN
msquadri AT RDI-329439L

Resolution #2024-32

RESOLUTION IN SUPPORT OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PROJECT FOR ROADWAY LIGHTING AT THE I-85 AND KANNAPOLIS PARKWAY/GEORGE W LILES PARKWAY INTERCHANGE

WHEREAS, the North Carolina Department of Transportation (hereinafter "NCDOT") is proposing to modify the Interstate 85 ("I85") and Kannapolis Parkway/George W Liles Parkway interchange to install roadway lighting (hereinafter referred to as the "Project"); and

WHEREAS, Spot Safety funds will be requested for this Project; and

WHEREAS, NCDOT is asking for local municipal support of this project and a commitment to provide some funding for the project before Spot Safety funds will be committed; and

WHEREAS, NCDOT has notified the City of Kannapolis (hereinafter the 'City') of the Project, and has requested that the City submit a resolution expressing its views on the same; and

WHEREAS, the City, acting through its City Council in regular session assembled on the 26th day of August 2024, has expressed its support of and commitment of funds towards the Project and has voted to adopt this Resolution evidencing the same, all in compliance with the requirements of NCGS. §136-11.1;

NOW, THEREFORE, BE IT RESOLVED, that City Council does hereby express its support of the Project as set forth hereinabove.

BE IT FURTHER RESOLVED that City Council authorizes its Mayor and the Clerk to Council to sign this Resolution and attach the City seal thereto, and to forward a copy of the same to NCDOT.

Adopted this 26th day of August 2024, by the City of Kannapolis City Council.

Milton D. Hinnant, Mayor
City of Kannapolis

Bridgette Bell, MMC, NCCMC
City Clerk

ORDINANCE AMENDING BUDGET FOR THE CITY OF KANNAPOLIS, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025 Amendment # 25-35

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 14th day of April 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: (NCDOT) are intending to enter into an agreement that will secure federal funds to install lighting at the Interstate 85 (I85) and Kannapolis Parkway/George W. Liles Parkway interchange. This agreement is needed to support this project. In collaboration with the Cabarrus Rowan Metropolitan Planning Organization (CRMPO), work began to secure a Spot Safety funding match to install lighting at the Interstate 85 (I85) and Kannapolis Parkway/George W Liles Parkway interchange. The project is estimated to cost approximately $1 million with the match requiring at least $200,000 in non-federal funds split between the City of Kannapolis, the City of Concord and NCDOT. The City's portion of the non-federal funds will be approximately $67,000.00 and supports our intent to improve lighting along Kannapolis Parkway, which is the only interchange along the City's I85 corridor that is not illuminated.
At its regular meeting held on August 26, 2024, City Council approved a Resolution obligating future payments should the Spot Safety funds be awarded for this project.

SECTION I – GENERAL FUND

Revenue:	Increase: Fund Balance Appropriated Revenue: 19900-39900	$67,000
Expenditure:	Increase: Street Lighting: Contracted Services Expenditure: 13100-48000	$67,000

This Ordinance is approved and adopted on this 14th day of April 2025.

Milton D. Hinnant, Mayor

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT C

Agenda Item: F.C

Kannapolis
Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **FIRST READING: TA-2025-04** - KDO Text Amendment to Article 4, Section 4.2.D(3)a.4(b)3 to increase the maximum number of dwellings permitted in a pocket neighborhood development from twelve (12) to thirty (30).

Action Requested by City Council

Motion to continue to the April 28, 2025 regular Council meeting for the second reading and Public Hearing of TA-2025-04

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Green Street Capital Partners LLC, is requesting a text amendment to increase the number of dwelling units permitted within a pocket neighborhood development. The text amendment request is associated with a proposal by the applicant for a single-family detached residential development on Alpine Street.

The Kannapolis Development Ordinance (KDO) defines a pocket neighborhood development as, “A clustered group of single-family dwellings oriented around a common open space.” A pocket neighborhood development is a permitted use in the following zoning districts: Residential 8 (R8), Residential 18 (R18), Mixed-Use Neighborhood (MU-N), Planned Development (PD), and Planned Development-Traditional Neighborhood Development (PD-TND). Section 4.2.D(3)a.4 of the KDO establishes standards to facilitate the voluntary development of pocket neighborhoods that encourage affordable housing, encourage proper use of open space, and provide standards that minimize the impact of vehicle traffic and parking. The *Move Kannapolis Forward 2030 Comprehensive Plan* supports the use of a diverse array of tools to promote affordable housing options such as pocket neighborhood developments.

The applicant is requesting a text amendment to Section 4.2.D(3)a.4(b)3 of the KDO that specifies the number of dwelling units permitted in a neighborhood pocket development. Presently, a development must have at least four (4) dwellings but no more than twelve (12) dwellings. The applicant is requesting that the maximum number of dwellings be increased from twelve (12) to thirty (30).

The Planning and Zoning Commission unanimously recommended approval with modifications of TA-2025-04 to City Council at their March 18, 2025 Commission meeting. The Planning Commission recommended that projects requesting more than twelve (12) lots be required to be granted the issuance of a Special Use Permit, with additional development standards.

Fiscal Implications

None

Policy Issues

The Planning and Zoning Commission unanimously recommended approval with modifications of TA-2025-04 to City Council at their March 18, 2025 Commission meeting. Pursuant to Section 2.3.A(1)d. of the Kannapolis Development Ordinance (KDO), City Council has final authority to review and make decisions on Zoning Text Amendments.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to continue to April 28, 2025 for second reading and Public Hearing for TA-2025-04 (Recommended).**
2. Defer action to a future meeting.

Attachments

1. Zoning Text Amendment 02.21.2025
2. EXHIBIT A

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

KANNAPOLIS

Zoning Text 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. Please either bring this application to the address above or email to bstanley@kannapolisnc.gov. The fees may also be paid online with a link provided by staff.

APPLICANT

Applicant: Green Street Capital Partners LLC

SUBMITTAL CHECKLIST

- ☑ **Pre-Application Meeting**
- ☑ **Zoning Text Amendment Checklist and Application – Complete with all required signatures**
- ☑ **Fee: $400.00**

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 2.4.F of the KDO).

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. **The pre-application meeting, submittal of application, and payment of fees, must be completed prior to scheduling the public hearing. Please review Section 2.4.D. of the KDO.**

Action by Planning and Zoning Commission: The Commission shall consider the text amendment request and make a recommendation to City Council in accordance with Section 2.4.G. of the KDO.

Scope of Approval: City Council may approve or deny the request in accordance with Section 2.5.A(1).

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: Nicholas R. Parker *Date:* 02-20-2025

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

KANNAPOLIS

ZONING TEXT AMENDMENT APPLICATION

Approval authority – Planning and Zoning Commission

Applicant Contact Information

Name: Green Street Capital Partners LLC

Phone: 704-751-6867

Address: 2925 Senna Drive; Suite 202
Matthews, NC 28105

Email: nrparker@amicuseng.com

In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

Section 4.2D(3)a(4)b3

Developments shall include at least 4 dwellings but no more than "30" dwellings.

State your reasons for amending the text of the Ordinance:

To increase the number of units allowed within a pocket neighborhood development.

I certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Nicholas R. Parker
Applicant Signature

02-20-2025
Date

Stephanie R. Webster
Property Owner Signature

2/21/2025
Date

EXHIBIT A
PROPOSED TEXT AMENDMENT
TA-2025-04

Kannapolis Development Ordinance
Article 4, Section 4.2.D(3)a.4(b)3 Standards Specific to Pocket Neighborhood Development

(b) General Standards

1. Pocket neighborhood developments shall be located on a parcel of land at least one- third (⅓) of an acre and no greater than six acres in area, with at least 50 feet of frontage along a public street.

2. Only single-family detached dwellings and incidental and subordinate accessory uses are permitted as part of a pocket neighborhood development.

3. Developments shall include at least four dwellings but no more than ~~12~~ 30 dwellings. In no instance shall the gross density of the development exceed a 20 percent increase in the density of the underlying base zoning district.

4. At least 60 percent of the individual building lots shall front the common open space area provided in accordance with subsection (c) below, rather than a street or alley.

5. Each individual lot in a pocket neighborhood shall contain only one dwelling unit.

6. Individual lots and buildings shall comply with the standards in Table 4.2.D(3)a.4 below.

EXHIBIT D

Agenda Item: F.D

Kannapolis

Agenda Staff Report
April 14, 2025

To: Mayor and City Council

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

Subject: **BUDGET AMENDMENT ORDINANCE #25-36** - Appropriating Fund Balance in the Environmental Fund for Vehicle Repairs

Action Requested by City Council

Approve budget amendment ordinance to appropriate insurance proceeds for vehicle repairs.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

A city leaf truck experienced an electrical fire in FY24, subsequently resulting in an insurance claim and repairs. The repair process was extensive and has just recently been completed. The initial appraisal for repairs yielded a check payable to the city for $42,765.15 which was received and subsequently deposited on April 1, 2024. This amount represents the initial total cost of repairs less deductible and tax. The repairs being completed and the vehicle returned to the city, payment is now due upon receipt of the invoice.

This budget amendment will appropriate the insurance proceeds for this purpose.

Fiscal Implications

None

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. Approve ordinance appropriating insurance proceeds to pay the invoice for repairs (Recommended)
2. Take no action.
3. Table to a future meeting

Attachments

1. BA 25-36 Budget Amendment for Insurance

ORDINANCE #2025-23

ORDINANCE AMENDING BUDGET FOR THE CITY OF KANNAPOLIS, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025 Amendment # 25-36

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 14th day of April 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 insurance proceeds received from a leaf vac truck in the Environmental Fund that caught fire. We must budget the insurance proceeds and corresponding expense so we can pay the invoice to repair the equipment.

SECTION I – ENVIRONMENTAL FUND

Revenue:	Increase: Appropriated Fund Balance Revenue: 59900-39900	$42,765
Expenditure:	Increase: Repair and Maintenance: Vehicles Expenditure: 50000-44200	$42,765

This ordinance is approved and adopted on this 14th day of April 2025.

Milton D. Hinnant, Mayor

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT E

Agenda Item: F.E

Kannapolis
Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Kristin Jones, Budget and Strategy Director, Brian Roberts, Finance Director, Michael Rattler, Director of Transportation & Environmental Services, Wilmer Melton, Assistant City Manager

Subject: **BUDGET AMENDMENT ORDINANCE #25-32 -** Appropriating Fund Balance in the General Fund to Transfer to the Environmental Fund for Solid Waste Overages.

Action Requested by City Council

Approve Budget Amendment #25-32**,** which appropriates fund balance in the General Fund to transfer to the Environmental Fund for overages related to the solid waste contract.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Waste Connections was awarded the bid for the new multi-year solid waste contract in FY 25. The current budget was prepared at the base level contract amount of $3,787,170; plus tipping fees for the landfill, charges for bulk containers (commercial collection) and charges for recycling. After reviewing over 8 months of actual data, staff have realized shortfalls in the landfill, commercial collection and recycling line items. This budget amendment will correct those shortfalls and has allowed for a better understanding of the contract and breakdown in service levels so the FY 26 budget can be prepared accordingly.

Below is a summary of the three areas in which staff are projecting to come in over budget for FY 25:

1. **Landfill Costs**: This line item includes the transport costs of solid waste to the landfill and then the tipping fee per ton disposed of at the landfill. Historically, this budget was around $665,000. This line item was reduced by $300,000 in the FY 25 budget, which was a larger cut than should have been made. This budget reduction, in conjunction with the actual charges we are experiencing in actual transfer costs, causes this line item to be over budget. Early projections show us coming in short of around $475k for this line item. The budget was reduced to account for trends in tipping fees and existing transfer costs and didn't take into account the new supplemental agreement with Waste Collections and how they transfer solid waste.

2. **Commercial Costs:** The second driver to budget overages in this fund are bulk containers. These costs average around $19,000 - $22,000 per month compared to a budget of $134,000. This is projected to come in short by around $120,000.

3. **Recycling Costs:** The third driver is recycling. The FY 25 budget is currently $300,000. The monthly invoices are approximately $30,000-$33,000, which is trending towards an annual cost of $396,000 (short about $100,000).

This budget amendment also addresses small shortages in a few personnel line items that staff are projecting to come in over budget.

Fiscal Implications

This budget amendment appropriates fund balance in the General Fund and then transfers to the Environmental Fund to cover overages in this fund.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Motion to approve budget amendment #25-32 which appropriates fund balance in the General Fund to transfer to the Environmental Fund for overages related to the solid waste contract **(Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. BA 25-32 Budget Amendment for ENV

ORDINANCE AMENDING BUDGET FOR THE CITY OF KANNAPOLIS, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025 Amendment # 25-32

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 14th day of April 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 appropriates fund balance in the General Fund and then transfers to the Environmental Fund to cover overages in this fund. This fund is experiencing overages based on landfill, recycling and bulk container charges exceeding the projected budgeted amount. Historically, these charges were being paid from one line item- solid waste contract and year end budget adjustments were made to cover these increases. Based on better accounting and the way Waste Connections invoices, it is best to separate these charges out to their individual line items.

SECTION I – GENERAL FUND

Revenue:	Increase: Fund Balance Appropriated Revenue: 19900-39900	$750,000
Expenditure:	Increase: Transfer to Environmental Fund Expenditure: 19000-57400	$750,000

SECTION II – ENVIRONMENTAL FUND

Revenue:	Increase: Transfers from the General Fund Revenue: 59000-39200	$750,000
Expenditure:	Increase: Solid Waste Expenditure: 50000-48910	$15,600
Expenditure:	Increase: Bulk Containers Expenditure: 50000-48920	$120,000
Expenditure:	Increase: Landfill Expenditure: 50000-48930	$476,400
Expenditure:	Increase: Recycling Expenditure: 50000-48940	$100,000
Expenditure:	Increase: Salaries- Overtime Expenditure: 50000-41200	$8,000

Expenditure:	Increase: Salaries- FICA Expenditure: 50000-42000	$8,000
Expenditure:	Increase: State Retirement Expenditure: 50000-42200	$6,000
Expenditure:	Increase: 401k Expenditure: 50000-42210	$16,000

This ordinance is approved and adopted on this 14th day of April 2025.

Milton D. Hinnant, Mayor

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT F

Agenda Item: F.F

Kannapolis

Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Kristin Jones, Budget and Strategy Director, Brian Roberts, Finance Director

Subject: **BUDGET AMENDMENT ORDINANCE #25-33** - Appropriating Fund Balance for Year-End Personnel Adjustments

Action Requested by City Council

Approve budget amendment #25-33 appropriating fund balance for year-end personnel adjustments.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

This budget amendment appropriates fund balance in the General Fund and Stormwater Fund to address personnel accounts in anticipation of budget overages at year-end. Many of these budget overages are due to salary adjustments in relation to the COLA and Merit adjustments made throughout the year. Forecasted COLA and Merit are budgeted in the Non-Departmental Fund – Special Expenses for all departments, but actual expenditures have exceeded projections. Additionally, scheduling impacts in the City's public safety departments (primarily the Fire Department) have impacted these accounts. In summary, what was budgeted was the base salary employees were making, but it wasn't considering the long weeks that these employees worked and therefore these personnel line items weren't budgeted accurately. Going forward, these impacts will be addressed for the FY 26 Budget.

Historically, these kinds of fluctuations in personnel costs are a normal budget management occurrence. In the past, some of these overages have been adjusted through lapsed salaries (portions of salaries not paid due to position vacancies). However, since we have been fully staffed citywide for most of the current budget year, lapsed salary has not been an option this year. This budget amendment accounts for personnel overages as well as projected overtime overages for fiscal year-end.

Fiscal Implications

A budget amendment is needed to appropriate fund balance in both the General Fund and Stormwater Fund to clean up personnel accounts in preparation for fiscal year end.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Motion to approve budget amendment #25-33 appropriating fund balance for year-end personnel adjustments **(Recommended).**

2. Do not approve the budget amendment.
3. Table to a future meeting.

Attachments

1. BA 25-33 Budget Amendment for YE Adjustment

ORDINANCE AMENDING BUDGET FOR THE CITY OF KANNAPOLIS, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025 Amendment # 25-33

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 14h day of April 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 appropriates fund balance in the General Fund and Stormwater Fund to clean up personnel accounts in anticipation of budget overages at year-end. Many of these budget overages are due to salary adjustments in relation to the COLA and Merit made throughout the year. Forecasted COLA and Merit are budgeted in the Non-Departmental Fund – Special Expenses but actuals have far exceeded projections. We have also recently become aware that we have been short on budgeting on personnel costs due to scheduling impacts in our public safety departments (primarily the Fire Department). In summary- what was budgeted was the base salary employees were making but it wasn't considering the long weeks that these employees worked and therefore these personnel line items weren't budgeted accurately. We are cleaning this up for FY 26.

Historically, some of these overages have been adjusted through lapsed salary but since we are fully staffed city-wide- lapsed salary isn't an option. This budget amendment accounts for personnel overages related to salaries and benefits as well as projected overtime overages for fiscal year end.

SECTION I – GENERAL FUND

Revenue:	Increase: Fund Balance Appropriated Revenue: 19900-39900	$2,521,835
Expenditure:	Increase: Field Ops- Overtime Expenditure: 12035-41200	$268,735
Expenditure:	Increase: Field Ops- FICA Expenditure: 12035-42000	$22,740
Expenditure:	Increase: Field Ops- State Retirement Expenditure: 12035-42200	$223,702
Expenditure:	Increase: Field Ops- 401k Expenditure: 12035-42210	$226,158
Expenditure:	Increase: Police- Special Ops- Salaries Expenditure: 12070-41000	$10,000
Expenditure:	Increase: Fire Admin- Salaries Expenditure: 12510-41000	$97,000

Expenditure:	Increase: Fire Emergency- Salaries Expenditure: 12540-41000	$575,000
Expenditure:	Increase: Fire Emergency- Overtime Expenditure: 12540-41200	$133,000
Expenditure:	Increase: Fire Emergency- FICA Expenditure: 12540-42000	$130,000
Expenditure:	Increase: Fire Emergency- State Retirement Expenditure: 12540-42200	$240,000
Expenditure:	Increase: Fire Emergency- 401k Expenditure: 12540-42210	$161,000
Expenditure:	Increase: Engineering- Salaries Expenditure: 13000-41000	$1,500
Expenditure:	Increase: Sign Shop- Salaries Expenditure: 13300-41000	$19,000
Expenditure:	Increase: Street Maint - Salaries Expenditure: 13500-41000	$89,000
Expenditure:	Increase: Planning - Salaries Expenditure: 14000-41000	$200,000
Expenditure:	Increase: Parks- Salaries Expenditure: 15010-41000	$125,000

SECTION II – STORMWATER FUND

Revenue:	Increase: Appropriated Fund Balance Revenue: 40000-39900	$40,000
Expenditure:	Increase: Stormwater - Salaries Expenditure: 40000-41000	$40,000

This ordinance is approved and adopted on this 14th day of April 2025.

Milton D. Hinnant, Mayor

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT G

Agenda Item: F.G

Kannapolis

Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **VOLUNTARY ANNEXATION A-2025-04** - Resolution Directing the Clerk to Investigate and Certify the Petition and Resolution Of Intent to Annex and Set a Public Hearing on approximately 13.95 +/- combined acres of property located at 5400 and 5425 Odell School Road (Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000)

Action Requested by City Council

1. Motion to adopt a Resolution Directing the Clerk to Investigate an Intent to Annex and to Certify the Sufficiency of the Petition to Annex; and
2. Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, April 28, 2025.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

That applicant, Coddle Creek, LLC, has submitted an application for voluntary annexation of approximately 13.95 +/- acres of combined noncontiguous property located at 5400 and 5425 Odell School Road. The properties are further identified as Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000 and are located in an unincorporated area of Cabarrus County.

Fiscal Implications

None.

Policy Issues

The subject properties are located at 5400 and 5425 Odell School Road in an unincorporated area of Cabarrus County and are currently zoned Office Institutional (OI).

Legal Issues

Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-58 et seq., City Council must first direct the Clerk to Investigate the Intent to Annex and to Certify the Sufficiency of the the Petition. City Council must also fix a Public Hearing date for consideration of the Petition. It is requested that City Council set the Public Hearing date for Monday, April 28, 2025.

Recommendations and Alternate Courses of Action

1. **Motion to approve the Resolution Directing the Clerk to Investigate the Intent to Annex under Chapter 160A-58 et seq., and to Certify the Sufficiency of the Petition (Recommended); and**

2. **Motion to approve the Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, April 28, 2025, on question of annexation (Recommended).**
3. Table actions to a future meeting.
4. Take no action.

Attachments

1. Petition for Non-Contiguous Annexation
2. Minor Subdivision Plat - RECORDED 05-14-24
3. Resolution Directing the Clerk to investigate an intent to annex
4. Resolution of Intent to Annex and to set a public hearing

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Petition for Non-Contiguous Annexation

So that we may efficiently review your request in a timely manner, it is important that all required documents are submitted with your application. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 5400 Odell School Rd / 5425 Odell School Rd

Applicant: Coddle Creek, LLC

Address: 357 Concrescere Pkwy City: Davidson State: NC Zip : 28036

Contact number: (704) 361-1887 Email: keith.wayne@waynebrothers.com

SUBMITTAL CHECKLIST

- ✔ **Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov** 3-14-25
- ✔ **Annexation Checklist and Application – Complete with all required property owner signatures**
- ✔ **Stamped, signed black and white 18 x 24" survey of subject property prepared by a registered engineer or surveyor (not preliminary)**
- ✔ **Metes and Bounds description of subject property**

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

First meeting: The City Clerk will certify the sufficiency of the annexation and City Council will set a date for the public meeting.

Second meeting: City Council will review the petition and either or approve or decline the annexation request:

1. Newspaper notification at least ten (10) days prior to the second Council meeting
2. Notification to the County or municipality from which the subject property is being annexed
3. Public Hearing
4. State recordation of the Resolution to Extend the Corporate City Limits, the signed/stamped 18X24" survey (can not be stamped as preliminary) and the Metes and Bounds Description.

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: _____ *Date:* 3/24/25

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3/24/25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at 5400 Odell School Rd / 5425 Odell School Rd, further identified as Cabarrus County Parcel Identification Number 46736668550000 9.35 acres / 46735792770000 4.6 acres, is non-contiguous to the primary limits of the City of Kannapolis, is approximately _____ acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☐ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

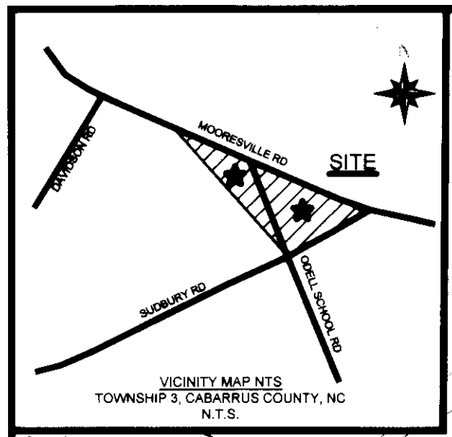
5. Please check ONE box below:

☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

☑ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. D. Keith Wayne	357 Concrescere Pkway, Davidson, NC 28036	
2.		
3.		
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*



VICINITY MAP NTS
TOWNSHIP 3, CABARRUS COUNTY, NC
N.T.S.

GENERAL NOTES

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ANY AND ALL LEGAL EASEMENTS AND RIGHT OF WAYS, RECORDED AND UNRECORDED; INCLUDING BUT NOT LIMITED TO THOSE SHOWN HEREON AND IN DEED BOOK 15857 PAGE 301. THE PROPERTY SHOWN HEREON IS ALSO SUBJECT TO ANY PLANNING AND ZONING REGULATIONS THAT MAY APPLY.
2. THIS SURVEY IS SUBJECT TO ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
3. ALL IRON PINS ARE ½" BY 18" PINS IF SET.
4. A BOUNDARY SURVEY DOES NOT DETERMINE LAND OWNERSHIP. A PROFESSIONAL LAND SURVEYOR ONLY PROVIDES AN OPINION OF PREVIOUSLY DESCRIBED PROPERTY LINES WHICH MAY OR MAY NOT BE UPHELD BY A COURT OF LAW. UNWRITTEN RIGHTS MAY OR MAY NOT EXIST ON THE SUBJECT PROPERTY.
5. THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE BASED ON THE FIELD LOCATION OF FOUND VISIBLE STRUCTURES OR AS FLAGGED BY THEIR RESPECTIVE UTILITY COMPANIES. THERE MAY BE OTHER UNDERGROUND UTILITIES LOCATED ON THE PROPERTY SHOWN HEREON. NO GUARANTEE IS EXPRESSED OR IMPLIED TO THE ACTUAL LOCATION OF SAID UTILITIES OR THE NONEXISTENCE OF ANY UTILITIES.
6. THE PROPERTY SHOWN HEREON DOES NOT LIE IN A FLOOD PRONE AREA ZONE X PER 3710467300L EFF.11-16-2018
7. ONLY VISIBLE ABOVE GROUND IMPROVEMENTS AND ENCROACHMENTS, IF ANY, ARE SHOWN ON THE FACE OF THIS SURVEY. HELTON SURVEYING HAS NOT EXAMINED SUBSURFACE, OR ENVIRONMENTAL CONDITIONS AND THEY ARE NOT CONSIDERED A PART OF THIS SURVEY.
8. NO VISIBLE ABOVE GROUND EVIDENCE OF CEMETERIES WAS OBSERVED AT THE SUBJECT PROPERTY BUT THIS DOES NOT PRECLUDE THEIR EXISTENCE. THIS SURVEYOR IS NOT QUALIFIED TO ASSESS THE PRESENCE OF CEMETERIES OR BURIAL GROUNDS AND ANY PERSON OR INSTITUTION RELYING ON THIS SURVEY IS ENCOURAGED TO HAVE A CULTURAL RESOURCE STUDY OF THE SUBJECT PROPERTY TO DETERMINE THE PRESENCE OF ANY CEMETERIES, BURIAL GROUNDS, OR ARCHEOLOGICAL SENSITIVE AREAS PRIOR TO ANY SITE EXCAVATIONS, CONTACT THE APPROPRIATE UTILITY COMPANY FOR LOCATION OF THEIR LINES.
9. THE RIGHT OF WAYS OF THE ROADS SHOWN HEREON ARE DETERMINED FROM THE FOUND MONUMENTS AND AS NOTED IN PRIOR SURVEYS. NO SOURCE OF TITLE WAS FOUND FOR THE ROADS AND NO CERTIFICATION IS MADE.
10. The portion of lot 1 that is within the Protected Area of the Coddle Creek Watershed is subject to the development standards found in Part 1 of Chapter 4 of the Cabarrus County Development Ordinance.

N

GRID NORTH AS ESTABLISHED BY NC STATE PLANE COORDINATES ~ NAD 83 (2011)

ELDON BENTON
PIN 46735897790000
Deed Book 570
Deed Page 620
Zone AO

BENTON ELDON
PIN 46735897790000
Deed Book 584
Deed Page 260
Zone AO

WALLY FRED
PIN 46736841200000
Deed Book 664
Deed Page 76
Zone AO

HIGHWAY 3 ASSOCIATES 1 LLC
PIN 46734773880000
Deed Book 9240
Deed Page 97
Zone CD

MORRISON WILLIAM E
MORRISON EMMY H WF
PIN 46737824530000
Deed Book 10468
Deed Page 23
Zone AO

FULMER LESLIE STANMORE JR
FULMER SANDRA/WIFE
PIN 46736784470000
Deed Book 645
Deed Page 182
Zone AO

CODDLE CREEK LLC
PIN 46735638560000
Deed Book 10127
Deed Page 114
Plat Book 64
Plat Page 20
Zoned CD

DEPARTMENT OF TRANSPORTATION
Deed Book 15857
Deed Page 301
Zone N/A
(NOT INCLUDED IN LOTS 1 AND 2)

MORRISON WILLIAM EMERSON
PIN 46737702730000
Deed Book 6399
Deed Page 336
Zone AO

MORRISON JOHN HALL
PIN 46737576410000
Deed Book 3087
Deed Page 234
Plat Book 76
Plat Page 36
Zone AO

MINOR SUBDIVISION QUALIFICATION CERTIFICATE

This tract of land has not been divided since June 20, 2005. The proposed division of land on this minor plat creates 2 lots from PIN 46736668670000 .

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (We) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines and dedicate all roads, alleys, walks, parks, and other sites to the public use except as noted. Further, I (We) certify the land as shown hereon is within the jurisdiction of Cabarrus County.

Property Owner _____ Date 5/13/2024

Property Owner _____ Date 5/13/2024

SOIL SUITABILITY ANALYSIS CERTIFICATE (EVALUATION NOT PERFORMED)

The following lots on this plat have NOT been evaluated by the Cabarrus Health Alliance as part of the subdivision review process.

Property Owner _____

5/13/2024
Date

CERTIFICATE OF APPROVAL BY THE SUBDIVISION ADMINISTRATOR

I Susie Morris, Subdivision Administrator for Cabarrus County hereby approve the final plat for Morrison, this 14 (day) of May (month), 2024 (year).

Susie Morris (by: PEC)
Subdivision Administrator

DURATION OF APPROVAL CERTIFICATE

Approval by the Subdivision Administrator is conditioned upon the plat being recorded in the Office of the Register of Deeds within thirty (30) days of such approval and receipt of record presented to the Planning Department.

LOTS OVER/UNDER 10 ACRES CERTIFICATE

There are no lot on this plat 10 acres or greater in size. There are 2 lots on this plat less than 10 acres in size.

Parcel Line Table

Line #	Length	Direction	Line #	Length	Direction
L1	37.90	S48° 10' 00"W	L14	166.54	S65° 52' 09"E
L2	52.93	N47° 27' 24"E	L15	349.90	S65° 20' 11"E
L3	200.00	S67° 09' 00"E	L16	8.00	S24° 39' 48"W
L4	200.00	S71° 49' 00"E	L17	125.00	N65° 20' 11"W
L5	8.00	S68° 23' 21"W	L18	105.17	N68° 36' 25"W
L6	71.55	N21° 36' 38"W	L19	55.69	S64° 50' 27"W
L7	163.24	S21° 36' 38"E	L20	139.02	S10° 44' 04"W
L8	8.00	S68° 25' 52"W	L21	71.55	S21° 34' 07"E
L9	312.50	N21° 34' 07"W	L22	11.45	S21° 37' 15"E
L10	75.49	N4° 52' 13"E	L23	147.56	N65° 55' 17"W
L11	99.00	N19° 53' 00"W	L24	8.00	N24° 04' 42"E
L12	52.30	N65° 52' 09"W	L25	139.36	S65° 55' 17"E
L13	20.05	N21° 34' 07"W	L26	22.49	S78° 55' 09"W
			L27	22.82	N24° 28' 00"E

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	92.16	538.13	9.81	S16° 37' 28"E	92.04
C2	144.25	470.00	17.58	N12° 46' 36"W	143.68

SETBACKS
FRONT 75' (LOCAL ROAD)
REAR 30'
SIDES 20'
STEET SIDE 20'

PER CABARRUS COUNTY ZONING (AO) ORDINANCE CHAPTER 5

Zone AO

LOT 2
+/-4.60 ACRES
+-0.76 ACRES IN R/W

Zone AO

LOT 1
+/-9.35 ACRES
+-1.17 ACRES IN R/W

1"EIP
NAD 83 2011
N 637212.75 USFT
E 1475911.59 USFT

1.5"EIR
NAD 83 2011
N 636812.72 USFT
E 1476299.02 USFT

GRID TO GROUND CONVERSION
SCALE ORIGIN POINT
COMBINED SCALE FACTOR
0.99984772
E.G. 556.89' (1.00015228)=556.98' GROUND

FUTURE 110' PUBLIC R/W

N45° 48' 26"W 596.99'
N44° 05' 00"W 556.99'
S76° 08' 35"E 332.60' (TIE)
S35° 07' 27"E 410.78' (TIE)
N62° 31' 20"E 455.72' (TIE)
S65° 32' 00"E 1553.40'

PROTECTED CODDLE CREEK WATERSHED

NC D.O.T. DISC AND REBAR FOUND TYP

MOORESVILLE RD (S.R.1609) VARIABLE WIDTH PUBLIC R/W

ODELL SCHOOL RD (S.R.1601)
N27° 19' 00"W 433.00'
VARIABLE WIDTH EXISTING PUBLIC R/W

SUDBURY RD (S.R.1607)
50' PUBLIC R/W
Deed Book 758 Deed Page 396
S61° 48' 00"W 929.20'

0 100' 200' 300'
GRAPHIC SCALE: 1" = 100'

REVIEW OFFICERS CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I _____, REVIEW OFFICER OF CABARRUS COUNTY,
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED,
MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING
DATE 5/14/24 REVIEW OFFICER _____ (AO)

CABARRUS COUNTY, NORTH CAROLINA
I, Lisa K. Webster, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT Jacob Helton PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS 21st day of March, of 2024

LISA K. WEBSTER Notary Public Cabarrus County My Comm. Exp. 04-02-2027 NORTH CAROLINA

"I,Jacob W. Helton, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14102, page 12,); Per G.S. 47-30 (f) (11) (a) That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the boundaries not surveyed are clearly indicated as drawn from information found in deed references noted; that the ratio of precision or positional accuracy as calculated is 0.04'; that this plat was prepared in accordance with G.S. 47-30 as amended.
Witness my original signature, license number and seal this 21 day of MARCH, 2024.

(1) Class of survey: A
(2) Positional accuracy: 0.04'
(3) Type of GPS field procedure: RTK
(4) Dates of survey: 12-04-23
(5) Datum/Epoch: NAD 83 (2011), Epoch 2010
(6) Published/Fixed-control use: CORS SITES

PID	Designation	Latitude	Longitude
DF7471	NCCO	35 22 35.27033 N	080 33 51.13362 W
DH3838	NCMO	35 34 46.90365 N	080 48 12.55650 W
DE8425	GAST	35 18 39.81772 N	081 11 19.56130 W

(7) Geoid model: Geoid18; NAVD 88
(8) Combined grid factor(s): 0.99984772
(9) Units: US SURVEY FEET

NORTH CAROLINA PROFESSIONAL SEAL L-5105 LAND SURVEYOR JACOB W. HELTON

Seal _____
Professional Land Surveyor L-5105

PROPERTY OWNER, ADDRESS, AND SOURCE OF TITLE

MORRISON BOYCE M JR
MORRISON DAVID STEWART
TRUSTEE
33752 DARLINGTON ST LEWES, DE 19958
DEED BOOK 14102 PAGE 12
DEED BOOK 15857 PAGE 301
NCDOT REFERENCE
RIGHT OF WAY DIVISION 10
DESIGN/CONSTRUCTION UNIT
PLANS DATED 06-15-2022
R/W MONUMENT PLAN SIGNED 09-30-2020 BY
PLS BARRY D. DAVIS

LEGEND

- IRON PIPE FOUND
- MAGNETIC/PK NAIL
- IRON PIN FOUND
- CALCULATED POINT
- IRON PIN SET
- BENCHMARK
- PIPE BOLLARD/ POST
- FIRE HYDRANT
- SIGN
- SIGNAL POLE
- UTILITY POLE
- GAS VALVE
- GAS METER
- WATER METER
- STAND PIPE
- WATER VALVE
- LIGHT POLE
- GUY WIRE
- SANITARY MANHOLE
- STORM MANHOLE
- ELECTRIC MANHOLE
- COMMUNICATIONS MANHOLE
- MAILBOX
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- DECIDUOUS TREE
- CONIFEROUS TREE
- DROP BOX INLET
- DROP BOX INLET
- CURB BOX INLET
- COMMUNICATIONS PEDESTAL
- CLEAN OUT

- BOUNDARY LINE
- EASEMENT
- FENCING
- LANDSCAPING
- SETBACK/BUFFER
- FUTURE 110' PUBLIC R/W
- EX COMMUNICATIONS LINE
- EX UNDERGROUND ELECTRIC
- EX GAS LINE
- EX OVERHEAD ELECTRIC
- EX SANITARY SEWER
- EX STORM SEWER
- EX WATERLINE
- CENTERLINE
- EXISTING RIGHT OF WAY
- TEMPORARY CONSTRUCTION & DRAINAGE EASEMENT
- NC D.O.T. Deed Book 15857 Deed Page 301 (LESS AND EXCEPTED FROM PARENT PARCEL)
- NC D.O.T. PUBLIC RIGHT OF WAY

FIELD WORK 12-04-24 LBC
PLAT DATE:12-04-24 LBC
REVISED: 03-05-24

NAME: **MINOR SUBDIVISION OF PIN 46736668670000 CABARRUS COUNTY,NC TOWNSHIP 3**

CLIENT: KEITH WAYNE 704.956.2211

HELTON
SURVEYING & MAPPING PLLC
(704) 634-9354
FIRM #P-2095
JACOB W. HELTON, PLS, CFS
JACOBH@HELTON.BIZ
3579 ANDERSON MOUNTAIN RD.
MAIDEN, NC 28650

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE AN INTENT TO ANNEX

A-2025-04 – 5400 and 5425 Odell School Road

WHEREAS, City Council may initiate annexation of noncontiguous property owned by the petitioners by adopting a resolution stating its intent to annex the property of the area described herein; and

WHEREAS, N.C.G.S Chapter 160A-58 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

WHEREAS, City Council of the City of Kannapolis, North Carolina deems it advisable to direct the City Clerk to investigate the sufficiency of the intent to annex;

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

The City Clerk is hereby directed to investigate the sufficiency of the above-described intent to annex under N.C.G.S. Chapter 160A-58 *et seq* and to certify as soon as possible to the City Council the result of the investigation.

ADOPTED this the 14th day of April 2025.

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

RESOLUTION #2025-25

RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION

A-2025-04 – 5400 and 5425 Odell School Road

WHEREAS, pursuant to N.C.G.S Chapter 160A-58 *et seq.*, the City Council may initiate annexation of real property noncontiguous to the City's boundary pursuant to a Petition for Annexation by all property owners located therein by adopting a Resolution stating its intent to annex the property described.

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 28th day of April 2025.

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

See attached Metes and Bounds Description and Annexation Survey.

Section 3. Notice of public hearing shall be published in the Independent Tribune on Thursday, April 17th and Thursday, April 24, 2025

ADOPTED this the 14th day of April 2025.

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

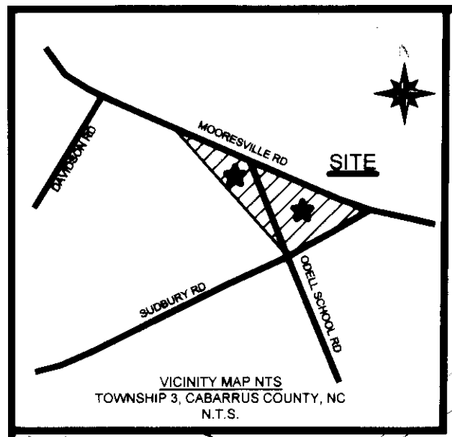
METES AND BOUNDS LEGAL DESCRIPTION

LOT 1
BEGINNING AT A NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (*N.C.D.O.T).* RIGHT OF WAY DISC HAVING NAD83 (2011) NORTH COORDINATES OF 636842.3181 FEET AND EAST COORDINATES OF 1476349.3294 FEET, A COMMON CORNER WITH N.C.D.O.T., THENCE ALONG AND WITH THE N.C.D.O.T. PROPERTY FOR 7 CALLS; (1) NORTH 68 DEGREES 25 MINUTES 52 SECONDS EAST, A DISTANCE OF 8.00 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (2) NORTH 21 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 71.44 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (3) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 469.67 FEET, AN ARC LENGTH OF 144.23 FEET, A CENTRAL ANGLE OF 17 DEGREES 35 MINUTES 41 SECONDS, AND WHOSE CHORD BEARS NORTH 12 DEGREES 49 MINUTES 36 SECONDS WEST, A DISTANCE OF 143.66 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (4) NORTH 10 DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 139.06 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (5) NORTH 64 DEGREES 49 MINUTES 18 SECONDS EAST, A DISTANCE OF 71.32 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (6) SOUTH 68 DEGREES 36 MINUTES 25 SECONDS EAST, A DISTANCE OF 105.17 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (7) SOUTH 65 DEGREES 21 MINUTES 33 SECONDS EAST, A DISTANCE OF 144.87 FEET TO A CALCULATED POINT; THENCE WITH THE APPROXIMATE CENTERLINE OF HWY 3 FOR 6 CALLS (1) 3 NORTH 24 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 7.96 FEET TO A CALCULATED POINT IN HWY 3; (2) NORTH 65 DEGREES 20 MINUTES 23 SECONDS WEST, A DISTANCE OF 349.79 FEET TO A CALCULATED POINT IN HWY 3; THENCE (3) NORTH 24 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 22.82 FEET TO A CALCULATED POINT IN HWY 3; (4) SOUTH 65 DEGREES 32 MINUTES 00 SECONDS EAST, A DISTANCE OF 676.47 FEET TO A CALCULATED POINT IN HWY 3; (5) SOUTH 67 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A CALCULATED POINT IN HWY 3; (6) SOUTH 71 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A CALCULATED POINT IN HWY 3; THENCE SOUTH 61 DEGREES 48 MINUTES 00 SECONDS WEST, A DISTANCE OF 929.20 FEET TO A CALCULATED POINT IN THE INTERSECTION OF ODELL SCHOOL ROAD SUDBURY ROAD; THENCE NORTH 21 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 433.00 FEET TO A CALCULATED POINT IN ODELL SCHOOL ROAD; THENCE LEAVING ODELL SCHOOL RD NORTH 78 DEGREES 55 MINUTES 09 SECONDS EAST, A DISTANCE OF 22.49 FEET TO THE POINT OF BEGINNING. **CONTAINING 9.35 ACRES.**

LOT 2
BEGINNING AT A 1.5 INCH EIR HAVING NAD83 (2011) NORTH COORDINATES OF 636812.7184 FEET AND EAST COORDINATES OF 1476299.0236 FEET; THENCE NORTH 44 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 556.89 FEET TO A 1 INCH EIP; THENCE NORTH 46 DEGREES 48 MINUTES 26 SECONDS WEST, A DISTANCE OF 596.99 FEET TO A 1 INCH EIP; THENCE NORTH 47 DEGREES 27 MINUTES 24 SECONDS EAST, A DISTANCE OF 52.93 FEET TO A CALCULATED POINT NEAR THE CENTERLINE OF HWY 3; THENCE SOUTH 65 DEGREES 32 MINUTES 00 SECONDS EAST, A DISTANCE OF 876.93 FEET TO A CALCULATED POINT NEAR THE CENTERLINE OF HWY 3; THENCE SOUTH 24 DEGREES 28 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.82 FEET TO A CALCULATED POINT IN THE N.C.D.O.T. PROPERTY FOR 6 CALLS; (1) NORTH 65 DEGREES 52 MINUTES 09 SECONDS WEST, A DISTANCE OF 166.54 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (2) SOUTH 21 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 20.04 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (3) SOUTH 65 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 52.30 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (4) SOUTH 19 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.00 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (5) SOUTH 4 DEGREES 52 MINUTES 13 SECONDS WEST, A DISTANCE OF 75.49 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (6) SOUTH 21 DEGREES 34 MINUTES 06 SECONDS EAST, A DISTANCE OF 312.47 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; THENCE SOUTH 78 DEGREES 55 MINUTES 09 SECONDS WEST, A DISTANCE OF 22.49 FEET TO A CALCULATED POINT NEAR THE CENTER OF ODELL SCHOOL ROAD; THENCE SOUTH 48 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 37.90 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT TWO PORTIONS OF N.C.D.O.T. PROPERTY SHOWN ON SHEET ONE OF THIS PLAT, MAP BOOK 100 PAGE 70, AND DEED BOOK 15857 PAGE 301 .

LOT 2 TOTAL AREA 4.60 ACRES



VICINITY MAP NTS
TOWNSHIP 3, CABARRUS COUNTY, NC
N.T.S.

GENERAL NOTES

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ANY AND ALL LEGAL EASEMENTS AND RIGHT OF WAYS, RECORDED AND UNRECORDED; INCLUDING BUT NOT LIMITED TO THOSE SHOWN HEREON AND IN DEED BOOK 15857 PAGE 301. THE PROPERTY SHOWN HEREON IS ALSO SUBJECT TO ANY PLANNING AND ZONING REGULATIONS THAT MAY APPLY.
2. THIS SURVEY IS SUBJECT TO ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
3. ALL IRON PINS ARE ½" BY 18" PINS IF SET.
4. A BOUNDARY SURVEY DOES NOT DETERMINE LAND OWNERSHIP. A PROFESSIONAL LAND SURVEYOR ONLY PROVIDES AN OPINION OF PREVIOUSLY DESCRIBED PROPERTY LINES WHICH MAY OR MAY NOT BE UPHELD BY A COURT OF LAW. UNWRITTEN RIGHTS MAY OR MAY NOT EXIST ON THE SUBJECT PROPERTY.
5. THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE BASED ON THE FIELD LOCATION OF FOUND VISIBLE STRUCTURES OR AS FLAGGED BY THEIR RESPECTIVE UTILITY COMPANIES. THERE MAY BE OTHER UNDERGROUND UTILITIES LOCATED ON THE PROPERTY SHOWN HEREON. NO GUARANTEE IS EXPRESSED OR IMPLIED TO THE ACTUAL LOCATION OF SAID UTILITIES OR THE NONEXISTENCE OF ANY UTILITIES.
6. THE PROPERTY SHOWN HEREON DOES NOT LIE IN A FLOOD PRONE AREA ZONE X PER 3710467300L EFF.11-16-2018
7. ONLY VISIBLE ABOVE GROUND IMPROVEMENTS AND ENCROACHMENTS, IF ANY, ARE SHOWN ON THE FACE OF THIS SURVEY. HELTON SURVEYING HAS NOT EXAMINED SUBSURFACE, OR ENVIRONMENTAL CONDITIONS AND THEY ARE NOT CONSIDERED A PART OF THIS SURVEY.
8. NO VISIBLE ABOVE GROUND EVIDENCE OF CEMETERIES WAS OBSERVED AT THE SUBJECT PROPERTY BUT THIS DOES NOT PRECLUDE THEIR EXISTENCE. THIS SURVEYOR IS NOT QUALIFIED TO ASSESS THE PRESENCE OF CEMETERIES OR BURIAL GROUNDS AND ANY PERSON OR INSTITUTION RELYING ON THIS SURVEY IS ENCOURAGED TO HAVE A CULTURAL RESOURCE STUDY OF THE SUBJECT PROPERTY TO DETERMINE THE PRESENCE OF ANY CEMETERIES, BURIAL GROUNDS, OR ARCHEOLOGICAL SENSITIVE AREAS PRIOR TO ANY SITE EXCAVATIONS, CONTACT THE APPROPRIATE UTILITY COMPANY FOR LOCATION OF THEIR LINES.
9. THE RIGHT OF WAYS OF THE ROADS SHOWN HEREON ARE DETERMINED FROM THE FOUND MONUMENTS AND AS NOTED IN PRIOR SURVEYS. NO SOURCE OF TITLE WAS FOUND FOR THE ROADS AND NO CERTIFICATION IS MADE.
10. The portion of lot 1 that is within the Protected Area of the Coddle Creek Watershed is subject to the development standards found in Part 1 of Chapter 4 of the Cabarrus County Development Ordinance.

N

GRID NORTH AS ESTABLISHED BY NC STATE PLANE COORDINATES ~ NAD 83 (2011)

ELDON BENTON
PIN 46735897790000
Deed Book 570
Deed Page 620
Zone AO

BENTON ELDON
PIN 46735897790000
Deed Book 584
Deed Page 260
Zone AO

WALLY FRED
PIN 46736841200000
Deed Book 664
Deed Page 76
Zone AO

HIGHWAY 3 ASSOCIATES 1 LLC
PIN 46734773880000
Deed Book 9240
Deed Page 97
Zone CD

MORRISON WILLIAM E
MORRISON EMMY H WF
PIN 46737824530000
Deed Book 10468
Deed Page 23
Zone AO

FULMER LESLIE STANMORE JR
FULMER SANDRA/WIFE
PIN 46736784470000
Deed Book 645
Deed Page 182
Zone AO

CODDLE CREEK LLC
PIN 46735638560000
Deed Book 10127
Deed Page 114
Plat Book 64
Plat Page 20
Zoned CD

DEPARTMENT OF TRANSPORTATION
Deed Book 15857
Deed Page 301
Zone N/A
(NOT INCLUDED IN LOTS 1 AND 2)

MORRISON WILLIAM EMERSON
PIN 46737702730000
Deed Book 6399
Deed Page 336
Zone AO

MORRISON JOHN HALL
PIN 46737576410000
Deed Book 3087
Deed Page 234
Plat Book 76
Plat Page 36
Zone AO

MINOR SUBDIVISION QUALIFICATION CERTIFICATE

This tract of land has not been divided since June 20, 2005. The proposed division of land on this minor plat creates 2 lots from PIN 46736668670000 .

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (We) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines and dedicate all roads, alleys, walks, parks, and other sites to the public use except as noted. Further, I (We) certify the land as shown hereon is within the jurisdiction of Cabarrus County.

Property Owner _____ Date 5/13/2024

Property Owner _____ Date 5/13/2024

SOIL SUITABILITY ANALYSIS CERTIFICATE (EVALUATION NOT PERFORMED)

The following lots on this plat have NOT been evaluated by the Cabarrus Health Alliance as part of the subdivision review process.

Property Owner _____

5/13/2024
Date

CERTIFICATE OF APPROVAL BY THE SUBDIVISION ADMINISTRATOR

I Susie Morris, Subdivision Administrator for Cabarrus County hereby approve the final plat for Morrison, this 14 (day) of May (month), 2024 (year).

Susie Morris (by: PEC)
Subdivision Administrator

DURATION OF APPROVAL CERTIFICATE

Approval by the Subdivision Administrator is conditioned upon the plat being recorded in the Office of the Register of Deeds within thirty (30) days of such approval and receipt of record presented to the Planning Department.

LOTS OVER/UNDER 10 ACRES CERTIFICATE

There are no lot on this plat 10 acres or greater in size. There are 2 lots on this plat less than 10 acres in size.

Parcel Line Table

Line #	Length	Direction	Line #	Length	Direction
L1	37.90	S48° 10' 00"W	L14	166.54	S65° 52' 09"E
L2	52.93	N47° 27' 24"E	L15	349.90	S65° 20' 11"E
L3	200.00	S67° 09' 00"E	L16	8.00	S24° 39' 48"W
L4	200.00	S71° 49' 00"E	L17	125.00	N65° 20' 11"W
L5	8.00	S68° 23' 21"W	L18	105.17	N68° 36' 25"W
L6	71.55	N21° 36' 38"W	L19	55.69	S64° 50' 27"W
L7	163.24	S21° 36' 38"E	L20	139.02	S10° 44' 04"W
L8	8.00	S68° 25' 52"W	L21	71.55	S21° 34' 07"E
L9	312.50	N21° 34' 07"W	L22	11.45	S21° 37' 15"E
L10	75.49	N4° 52' 13"E	L23	147.56	N65° 55' 17"W
L11	99.00	N19° 53' 00"W	L24	8.00	N24° 04' 42"E
L12	52.30	N65° 52' 09"W	L25	139.36	S65° 55' 17"E
L13	20.05	N21° 34' 07"W	L26	22.49	S78° 55' 09"W
			L27	22.82	N24° 28' 00"E

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	92.16	538.13	9.81	S16° 37' 28"E	92.04
C2	144.25	470.00	17.58	N12° 46' 36"W	143.68

SETBACKS
FRONT 75' (LOCAL ROAD)
REAR 30'
SIDES 20'
STEET SIDE 20'

PER CABARRUS COUNTY ZONING (AO) ORDINANCE CHAPTER 5

Zone AO

LOT 2
+/-4.60 ACRES
+-0.76 ACRES IN R/W

Zone AO

LOT 1
+/-9.35 ACRES
+-1.17 ACRES IN R/W

1"EIP
NAD 83 2011
N 637212.75 USFT
E 1475911.59 USFT

1.5"EIR
NAD 83 2011
N 636812.72 USFT
E 1476299.02 USFT

GRID TO GROUND CONVERSION
SCALE ORIGIN POINT
COMBINED SCALE FACTOR
0.99984772
E.G. 556.89' (1.00015228)=556.98' GROUND

FUTURE 110' PUBLIC R/W

N45° 48' 26"W 596.99'
N44° 05' 00"W 556.99'
S76° 08' 35"E 332.60' (TIE)
S35° 07' 27"E 410.78' (TIE)
N62° 31' 20"E 455.72' (TIE)
S65° 32' 00"E 1553.40'

PROTECTED CODDLE CREEK WATERSHED

NC D.O.T. DISC AND REBAR FOUND TYP

MOORESVILLE RD (S.R.1609) VARIABLE WIDTH PUBLIC R/W

ODELL SCHOOL RD (S.R.1601)
N27° 19' 00"W 433.00'
VARIABLE WIDTH EXISTING PUBLIC R/W

SUDBURY RD (S.R.1607)
50' PUBLIC R/W
Deed Book 758 Deed Page 396
S61° 48' 00"W 929.20'

0 100' 200' 300'
GRAPHIC SCALE: 1" = 100'

REVIEW OFFICERS CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I _____, REVIEW OFFICER OF CABARRUS COUNTY,
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED,
MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING
DATE 5/14/24 REVIEW OFFICER _____ (AO)

CABARRUS COUNTY, NORTH CAROLINA
I, Lisa K. Webster, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT Jacob Helton PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS 21st day of March, of 2024

LISA K. WEBSTER Notary Public Cabarrus County My Comm. Exp. 04-02-2027 NORTH CAROLINA

"I,Jacob W. Helton, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14102, page 12,); Per G.S. 47-30 (f) (11) (a) That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the boundaries not surveyed are clearly indicated as drawn from information found in deed references noted; that the ratio of precision or positional accuracy as calculated is 0.04'; that this plat was prepared in accordance with G.S. 47-30 as amended.
Witness my original signature, license number and seal this 21 day of MARCH, 2024.

(1) Class of survey: A
(2) Positional accuracy: 0.04'
(3) Type of GPS field procedure: RTK
(4) Dates of survey: 12-04-23
(5) Datum/Epoch: NAD 83 (2011), Epoch 2010
(6) Published/Fixed-control use: CORS SITES

PID	Designation	Latitude	Longitude
DF7471	NCCO	35 22 35.27033 N	080 33 51.13362 W
DH3838	NCMO	35 34 46.90365 N	080 48 12.55650 W
DE8425	GAST	35 18 39.81772 N	081 11 19.56130 W

(7) Geoid model: Geoid18; NAVD 88
(8) Combined grid factor(s): 0.99984772
(9) Units: US SURVEY FEET

NORTH CAROLINA PROFESSIONAL SEAL L-5105 LAND SURVEYOR JACOB W. HELTON

Seal _____
Professional Land Surveyor L-5105

PROPERTY OWNER, ADDRESS, AND SOURCE OF TITLE

MORRISON BOYCE M JR
MORRISON DAVID STEWART
TRUSTEE
33752 DARLINGTON ST LEWES, DE 19958
DEED BOOK 14102 PAGE 12
DEED BOOK 15857 PAGE 301
NCDOT REFERENCE
RIGHT OF WAY DIVISION 10
DESIGN/CONSTRUCTION UNIT
PLANS DATED 06-15-2022
R/W MONUMENT PLAN SIGNED 09-30-2020 BY
PLS BARRY D. DAVIS

LEGEND

- IRON PIPE FOUND
- MAGNETIC/PK NAIL
- IRON PIN FOUND
- CALCULATED POINT
- IRON PIN SET
- BENCHMARK
- PIPE BOLLARD/ POST
- FIRE HYDRANT
- SIGN
- SIGNAL POLE
- UTILITY POLE
- GAS VALVE
- GAS METER
- WATER METER
- STAND PIPE
- WATER VALVE
- LIGHT POLE
- GUY WIRE
- SANITARY MANHOLE
- STORM MANHOLE
- ELECTRIC MANHOLE
- COMMUNICATIONS MANHOLE
- MAILBOX
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- DECIDUOUS TREE
- CONIFEROUS TREE
- DROP BOX INLET
- DROP BOX INLET
- CURB BOX INLET
- COMMUNICATIONS PEDESTAL
- CLEAN OUT

- BOUNDARY LINE
- EASEMENT
- FENCING
- LANDSCAPING
- SETBACK/BUFFER
- FUTURE 110' PUBLIC R/W
- EX COMMUNICATIONS LINE
- EX UNDERGROUND ELECTRIC
- EX GAS LINE
- EX OVERHEAD ELECTRIC
- EX SANITARY SEWER
- EX STORM SEWER
- EX WATERLINE
- CENTERLINE
- EXISTING RIGHT OF WAY
- TEMPORARY CONSTRUCTION & DRAINAGE EASEMENT
- NC D.O.T. Deed Book 15857 Deed Page 301 (LESS AND EXCEPTED FROM PARENT PARCEL)
- NC D.O.T. PUBLIC RIGHT OF WAY

FIELD WORK 12-04-24 LBC
PLAT DATE:12-04-24 LBC
REVISED: 03-05-24

NAME: **MINOR SUBDIVISION OF PIN 46736668670000 CABARRUS COUNTY,NC TOWNSHIP 3**

CLIENT: KEITH WAYNE 704.956.2211

HELTON
SURVEYING & MAPPING PLLC
(704) 634-9354
FIRM #P-2095
JACOB W. HELTON, PLS, CFS
JACOBH@HELTON.BIZ
3579 ANDERSON MOUNTAIN RD.
MAIDEN, NC 28650

EXHIBIT H

Agenda Item: F.H

Kannapolis
Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **VOLUNTARY ANNEXATION A-2025-05**- Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to Annex; and Fix the Date of Public Hearing on approximately 87.748 +/- combined acres of properties located at 2423 and 2575 Jim Johnson Road and an unaddressed parcel on Jim Johnson Road and further identified as Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000

Action Requested by City Council

1. Motion to adopt a Resolution Directing the Clerk to Investigate an Intent to Annex and to Certify the Sufficiency of the Petition to Annex; and
2. Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, April 28, 2025.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Blue River Development, has submitted an application for voluntary annexation of approximately 87.748 +/- combined acres of noncontiguous properties located at 2423 and 2425 Jim Johnson Road and an unaddressed parcel on Jim Johnson Road. The properties are further identified as Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000.

Fiscal Implications

None

Policy Issues

The subject properties are located at 2423 and 2575 Jim Johnson Road and an Unaddressed Parcel on Jim Johnson Road in an unincorporated area of Cabarrus County and is currently zoned Countryside Residential (CR).

Legal Issues

Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-158 et seq., City Council must first direct the Clerk to Investigate the Intent to Annex and to Certify the Sufficiency of the Petition. City Council must also fix a Public Hearing date for consideration of the petition. It is requested that City Council sent the Public Hearing date for Monday, April 28, 2025.

Recommendations and Alternate Courses of Action

1. **Motion to approve the Resolution Directing the Clerk to Investigate the Intent to Annex**

under 160A-58 et seq., and to Certify the Sufficiency of the Petition (Recommended); and

2. **Motion to approve the Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, April 28, 2025 (Recommended).**
3. Table actions to a future meeting.
4. Take no action.

Attachments

1. Annexation Application - Non-Contiguous
2. Annexation Plat
3. Resolution Directing the Clerk to investigate an intent to annex
4. Resolution of Intent to Annex and to set a public hearing

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Petition for Non-Contiguous Annexation

So that we may efficiently review your request in a timely manner, it is important that all required documents are submitted with your application. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 2423 & 2575 Jim Johnson Rd., Concord NC 28027

Applicant: Blue River Development

Address: 3715 Davinci Ct. Ste. 300 City: Peachtree Corners State: GA Zip: 30092

Contact number: 404-895-8035 Email: sfreeman@blueriverdevelopment.com

SUBMITTAL CHECKLIST

- ☑ **Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov**
- ☑ **Annexation Checklist and Application – Complete with all required property owner signatures**
- ☑ **Stamped, signed black and white 18 x 24" survey of subject property prepared by a registered engineer or surveyor (not preliminary)**
- ☑ **Metes and Bounds description of subject property**

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

First meeting: The City Clerk will certify the sufficiency of the annexation and City Council will set a date for the public meeting.

Second meeting: City Council will review the petition and either or approve or decline the annexation request:

1. Newspaper notification at least ten (10) days prior to the second Council meeting
2. Notification to the County or municipality from which the subject property is being annexed
3. Public Hearing
4. State recordation of the Resolution to Extend the Corporate City Limits, the signed/stamped 18X24" survey (can not be stamped as preliminary) and the Metes and Bounds Description.

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: _____ *Date:* 3/31/2025

KANNAPOLIS

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-17-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at 2423 Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46729232550000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 1.00 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

   ☑ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☐ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. Irvin, W. Jerry		
2. Larry D. Rodriguez	2600 Jim Johnson Rd, Concord, NC	
3. Yvonne I. Rodriguez	2600 Jim Johnson Rd. Concord, NC 28027	Yvonne I. Rodriguez
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-13-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at 2423 Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46729232550000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 1.00 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and Metes and Bounds Description

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

   ☑ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☐ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. Irvin, W. Jerry		
2. IRVIN, WILLIAM JASON	2575 JIM JOHNSON RD CONCORD	William Jason Irvin
3. Irvin, Tammy Hough	2575 Jim Johnson Rd. Concord	Tammy Hough Irvin
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-17-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at Unaddressed Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46728256200000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 78.68± acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

   ☑ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☐ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. Irvin, William Jerry		
2. Larry D. Rodriguez	2606 Jim Johnson Rd, Concord, NC.	
3. Yvonne I. Rodriguez	2600 Jim Johnson Rd Concord, NC 28027	Yvonne I. Rodriguez
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-13-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at Unaddressed Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46728256200000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 78.68 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

   ☑ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☐ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

	Name (print or type)	**Address**	**Signature***
1.	Irvin, William Jerry		
2.	IRVIN, WILLIAM JASON	2575 JIM JOHNSON RD, CONCORD	William Jason Irvin
3.	Irvin, Tammy Hough	2575 Jim Johnson Rd. Concord	Tammy Hough Irvin
4.			

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-13-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at 2575 Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46729217120000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 5.52 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

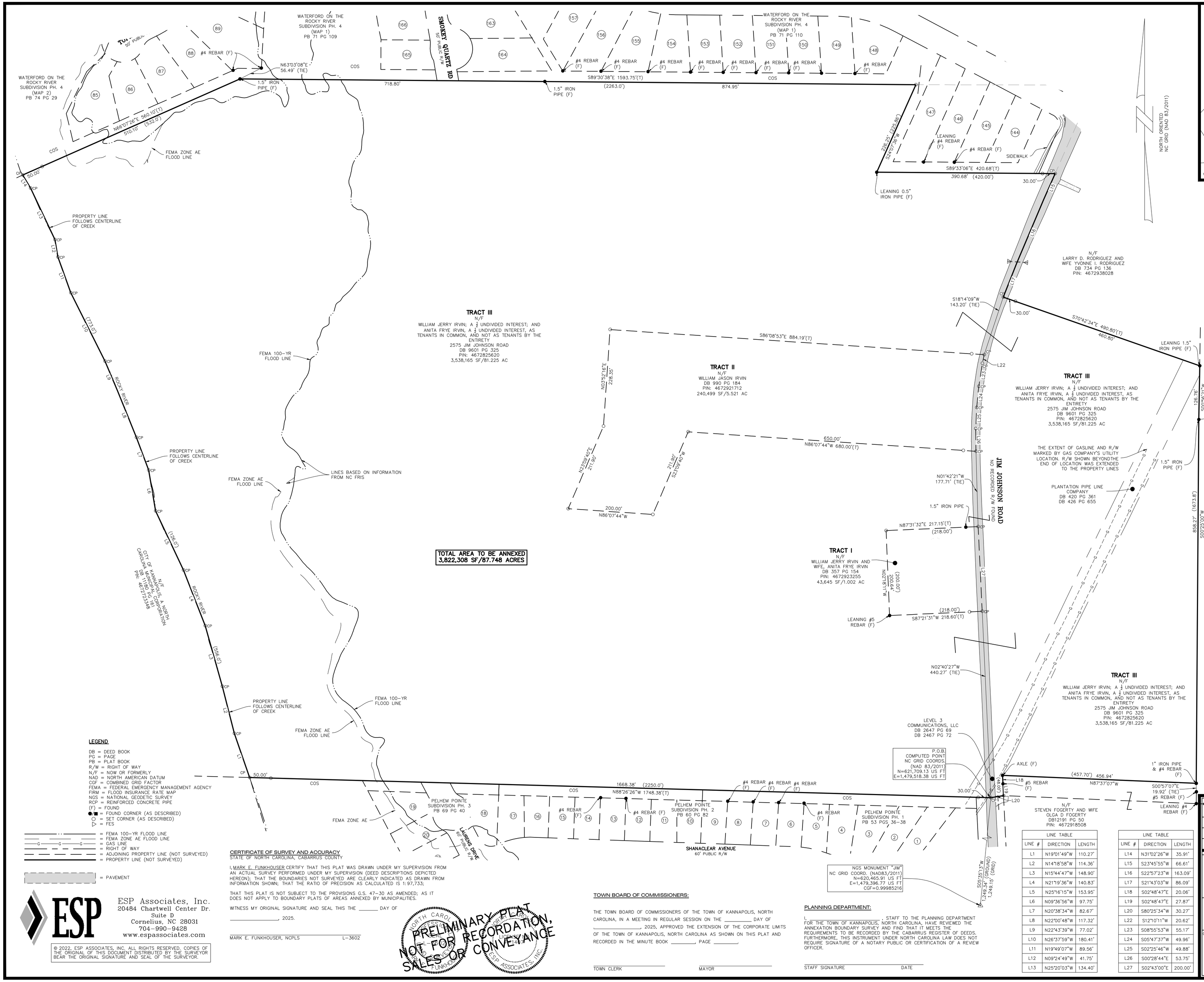
5. Please check ONE box below:

   ☑ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☐ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. Irvin, William Jason	2575 Jim Johnson Rd Concord	William Jason Irvin
2. Irvin, Tammy Hough	2575 Jim Johnson Rd, Concord	Tammy Hough Irvin
3.		
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*



LEGAL DESCRIPTION

PIN: #4672923255, #4672921712, & #4672825620

SITUATE IN THE TOWNSHIP NUMBER 3, CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT NGS MONUMENT "JIM", SAID MONUMENT HAVING GRID COORDINATES (NAD 83/2011) OF NORTH: 620,465.91 US FT AND EAST: 1,479,396.77 US FT; THENCE NORTH 5°35'13" EAST, 1,249.15 FEET (GRID DISTANCE–COMBINED GRID FACTOR OF 0.99985216) TO A POINT IN THE CENTER OF JIM JOHNSON ROAD HAVING NC GRID COORDINATES OF NORTH: 621,709.13 US FT AND EAST: 1,479,518.38 US FT AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND, THENCE LEAVING THE CENTERLINE OF JIM JOHNSON ROAD AND ALONG THE LINE OF PELHEM POINTE SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 53 AT PAGE 36, PHASE 2 AS RECORDED IN PLAT BOOK 60 AT PAGE 82, AND PHASE 3 AS RECORDED IN PLAT BOOK 69 AT PAGE 40 NORTH 88°26'26" WEST, CROSSING A #5 REBAR (SET) AT 30.00 FEET, A #5 REBAR SET AT 1,698.38 FEET FOR A TOTAL DISTANCE OF 1,748.38 FEET TO A POINT IN THE CENTERLINE OF ROCKY RIVER AND BEING THE CORNER OF WOODROW HARRISON SHEPHERD AND FRANCES D. SHEPHERD AS RECORDED IN DEED BOOK 11279 AT PAGE 263 AND CITY OF KANNAPOLIS AS RECORDED IN DEED BOOK 11180 AT PAGE 161; THENCE WITH THE CENTERLINE OF ROCKY RIVER THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: (1) NORTH 19°01'49" WEST, 110.27 FEET TO A POINT; (2) NORTH 14°18'58" WEST, 114.36 FEET TO A POINT; (3) NORTH 15°44'47" WEST, 148.90 FEET TO A POINT; (4) NORTH 21°19'36" WEST, 140.83 FEET TO A POINT; (5) NORTH 25°16'15" WEST, 153.95 FEET TO A POINT; (6) NORTH 9°36'56" WEST, 97.75 FEET TO A POINT; (7) NORTH 20°38'34" WEST, 82.67 FEET TO A POINT; (8) NORTH 22°00'48" WEST, 117.32 FEET TO A POINT; (9) NORTH 22°43'39" WEST, 77.02 FEET TO A POINT; (10) NORTH 26°37'59" WEST, 180.41 FEET TO A POINT; (11) NORTH 19°49'07" WEST, 89.56 FEET TO A POINT; (12) NORTH 9°24'49" WEST, 41.75 FEET TO A POINT; (13) NORTH 25°20'03" WEST, 134.40 FEET TO A POINT; (14) NORTH 31°02'26" WEST, 35.91 FEET TO A POINT; THENCE LEAVING ROCKY RIVER AND WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 2 AS RECORDED IN PLAT BOOK 74 AT PAGE 29 NORTH 66°07'26" EAST, CROSSING A #5 REBAR (SET) AT 50.00 FEET FOR A TOTAL DISTANCE OF 560.10 FEET TO A 1.5"IRON PIPE (FOUND); THENCE WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 1 AS RECORDED IN PLAT BOOK 71 AT PAGE 109 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 89°30'38" EAST, CROSSING A 1.5"IRON PIPE (FOUND) AT 718.80 FEET FOR A TOTAL DISTANCE OF 1,593.75 FEET TO A #5 REBAR (SET); (2) SOUTH 24°07'36" WEST, 226.25 FEET TO A 0.5"IRON PIPE (FOUND); (3) SOUTH 89°33'06" EAST, CROSSING A #5 REBAR (SET) AT 390.68 FEET FOR A TOTAL DISTANCE OF 420.68 FEET TO A POINT IN THE CENTERLINE OF JIM JOHNSON ROAD AND BEING A CORNER OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ AS RECORDED IN DEED BOOK 734 AT PAGE 136; THENCE WITH THE LANDS OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 23°45'55" WEST, 66.61 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (2) SOUTH 22°57'23" WEST, 163.09 FEET TO A PNT IN THE CENTERLINE OF THE ROAD: (3) SOUTH 21°43'03" WEST, 86.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (4) SOUTH 70°42'34" EAST, 490.80 FEET TO A 1.5"IRON PIPE (FOUND) AND BEING THE CORNER OF M/I HOMES OF CHARLOTTE, LLC AS RECORDED IN DEED BOOK 16175 AT PAGE 142; THENCE WITH THE LINE OF M/I HOMES OF CHARLOTTE, LLC SOUTH 0°56'21" WEST, 126.76 FEET TO A 1.5"IRON PIPE (FOUND) AND BEING THE CORNER OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD AS RECORDED IN DEED BOOK 16886 AT PAGE 164; THENCE WITH THE LINE OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD SOUTH 0°25'00" WEST, 858.27 FEET TO A 1"IRON PIPE (FOUND) AND BEING THE CORNER OF STEVEN FOGERTY AND WFE OLGA D FOGERTY AS RECORDED IN DEED BOOK 12191 AT PAGE 50; THENCE WITH THE LINE OF STEVEN FOGERTY AND WFE OLGA D FOGERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 87°37'07" WEST, 456.94 FEET TO AN AXLE (FOUND); SOUTH 2°48'47" EAST, CROSSING A #5 REBAR (FOUND) AT 20.06 FEET FOR A TOTAL DISTANCE OF 47.93 FEET TO A #5 REBAR (SET); THENCE SOUTH 80°25'34" WEST, 30.27 FEET TO THE **POINT OF BEGINNING** CONTAINING 87.748 ACRES MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND.

THIS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED BY ESP ASSOCIATES, INC. IN JANUARY OF 2025. BEARINGS ARE BASED ON NC SPCS NAD83/2011 "GRID BEARINGS".

NOTES:

1. HORIZONTAL CONTROL ESTABLISHED WITH GPS USING NCGS VRS NETWORK. ADDITIONAL TIE TO NGS MONUMENT "JIM" WAS PERFORMED. HORIZONTAL DATUM – NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD 83/2011).
2. PROJECT BENCHMARK: NGS MONUMENT "JIM"
   NC GRID COORDS
   NAD 83/2011
   N=620,465.91
   E=1,479,396.77
   COF=0.99985216
3. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY.
4. TOTAL ACREAGE FOR THE AREA ENCOMPASSED BY THIS MAP IS: 81.225
5. AREAS COMPUTED BY COORDINATE METHOD.
6. SUBJECT TRACT ZONED: CR (PER CABARRUS CO. GIS)
7. UNADJUSTED RATIO OF PRECISION: 1: 210,125
8. SUBJECT PARCELS PIN #: 4672825620, 4672921712, & 4672923255.
9. SUBJECT TRACT DEED REFERENCES: DB 357 PG 154, DB 990 PG 184, & DB 9601 PG 325.
10. A PORTION OF THE SUBJECT PARCEL #4672825620 IS GRAPHICALLY LOCATED WITHIN ZONE "AE" (WITH BASE FLOOD ELEVATION OR DEPTH) AND REMAINDER OF SUBJECT PARCEL IS GRAPHICALLY LOCATED WITHIN ZONE "X" (OTHER AREAS) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. SUBJECT PARCELS #4672921712, & 4672923255 ARE GRAPHICALLY LOCATED WITHIN ZONE "X" (OTHER AREAS) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA FIRM MAP NUMBER 3710467200L MAP REVISED NOVEMBER 16, 2018.
11. THE GRAPHIC REPRESENTATION OF THE UNDERGROUND UTILITIES SHOWN ON THIS PLAT WERE ESTABLISHED BY FIELD LOCATION OF PAINT MARKS AND / OR PIN FLAGS DESIGNATED BY 811 AND OTHER INFORMATION SHOWING APPROXIMATE LOCATION.
12. UNLESS SIGNED AND SEALED THIS PLAT IS PRELIMINARY, NOT FOR RECORDATION, SALES OR CONVEYANCE.

LEGEND

DB = DEED BOOK
PG = PAGE
PB = PLAT BOOK
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY
NAD = NORTH AMERICAN DATUM
COF = COMBINED GRID FACTOR
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM = FLOOD INSURANCE RATE MAP
NGS = NATIONAL GEODETIC SURVEY
RCP = REINFORCED CONCRETE PIPE
(F) = FOUND
● = FOUND CORNER (AS DESCRIBED)
○ = SET CORNER (AS DESCRIBED)
▷ = FES

= FEMA 100-YR FLOOD LINE
= FEMA ZONE AE FLOOD LINE
= GAS LINE
= RIGHT OF WAY
= ADJOINING PROPERTY LINE (NOT SURVEYED)
= PROPERTY LINE (NOT SURVEYED)
= PAVEMENT

CERTIFICATE OF SURVEY AND ACCURACY
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, MARK E. FUNKHOUSER CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTIONS DEPICTED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:97,733;

THAT THIS PLAT IS NOT SUBJECT TO THE PROVISIONS G.S. 47-30 AS AMENDED; AS IT DOES NOT APPLY TO BOUNDARY PLATS OF AREAS ANNEXED BY MUNICIPALITIES.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE _____ DAY OF _____, 2025.

_____
MARK E. FUNKHOUSER, NCPLS L-3602

PRELIMINARY PLAT NOT FOR RECORDATION, SALES OR CONVEYANCE

TOWN BOARD OF COMMISSIONERS:

THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF KANNAPOLIS, NORTH CAROLINA, IN A MEETING IN REGULAR SESSION ON THE _____ DAY OF _____, 2025, APPROVED THE EXTENSION OF THE CORPORATE LIMITS OF THE TOWN OF KANNAPOLIS, NORTH CAROLINA AS SHOWN ON THIS PLAT AND RECORDED IN THE MINUTE BOOK _____, PAGE _____.

_____ TOWN CLERK

_____ MAYOR

PLANNING DEPARTMENT:

I, _____, STAFF TO THE PLANNING DEPARTMENT FOR THE TOWN OF KANNAPOLIS, NORTH CAROLINA, HAVE REVIEWED THE ANNEXATION BOUNDARY SURVEY AND FIND THAT IT MEETS THE REQUIREMENTS TO BE RECORDED BY THE CABARRUS REGISTER OF DEEDS. FURTHERMORE, THIS INSTRUMENT UNDER NORTH CAROLINA LAW DOES NOT REQUIRE SIGNATURE OF A NOTARY PUBLIC OR CERTIFICATION OF A REVIEW OFFICER.

_____ STAFF SIGNATURE

_____ DATE

ESP Associates, Inc.
20484 Chartwell Center Dr.
Suite D
Cornelius, NC 28031
704-990-9428
www.espassociates.com

© 2025, ESP ASSOCIATES, INC. ALL RIGHTS RESERVED. COPIES OF THE ORIGINAL OF THIS DOCUMENT DISTRIBUTED BY THE SURVEYOR BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR.

NO.	DATE	REVISION	BY

ANNEXATION PLAT OF
PARCELS PIN #: 4672825620, 4672921712, & 4672923255
CONTAINING 81.225 ACRES

LOCATED IN: THE CITY OF KANNAPOLIS
CABARRUS COUNTY,
NORTH CAROLINA

CLIENT:
BLUE RIVER DEVELOPMENT ACQUISITIONS, LLC
3715 DAVINCI CT,SUITE 300
PEACHTREE CORNERS, GA 30092
(770) 289-3229

PROJECT NO. 24-01797
SCALE 1"=100'
DATE 03/24/25
DRAWN BY JLF/ECW
CHECKED BY MEF
DATE SURVEYED 12/30/24
DRAWING NO. 24-01797.WORK.ANNEX.dwg

SHEET 1 OF 1

RESOLUTION #2025-26

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE AN INTENT TO ANNEX

A-2025-05 – 2423 and 2575 Jim Johnson Road and an Unaddressed Parcel on Jim Johnson Road

WHEREAS, City Council may initiate annexation of noncontiguous property owned by the petitioners by adopting a resolution stating its intent to annex the property of the area described herein; and

WHEREAS, N.C.G.S Chapter 160A-58 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

WHEREAS, City Council of the City of Kannapolis, North Carolina deems it advisable to direct the City Clerk to investigate the sufficiency of the intent to annex.

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

The City Clerk is hereby directed to investigate the sufficiency of the above-described intent to annex under N.C.G.S. Chapter 160A-58 *et seq* and to certify as soon as possible to the City Council the result of the investigation.

ADOPTED this the 14th day of April 2025.

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION

A-2025-04 – 2423 and 2575 Jim Johnson Road and an Unaddressed Parcel on Jim Johnson Road

WHEREAS, pursuant to N.C.G.S Chapter 160A-58 *et seq.*, the City Council may initiate annexation of real property noncontiguous to the City's boundary pursuant to a Petition for Annexation by all property owners located therein by adopting a Resolution stating its intent to annex the property described.

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 28th day of April 2025.

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

See attached Metes and Bounds Description and Annexation Survey.

Section 3. Notice of public hearing shall be published in the Independent Tribune on Thursday, April 17th and Thursday, April 24, 2025

ADOPTED this the 14th day of April 2025.

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

LEGAL DESCRIPTION

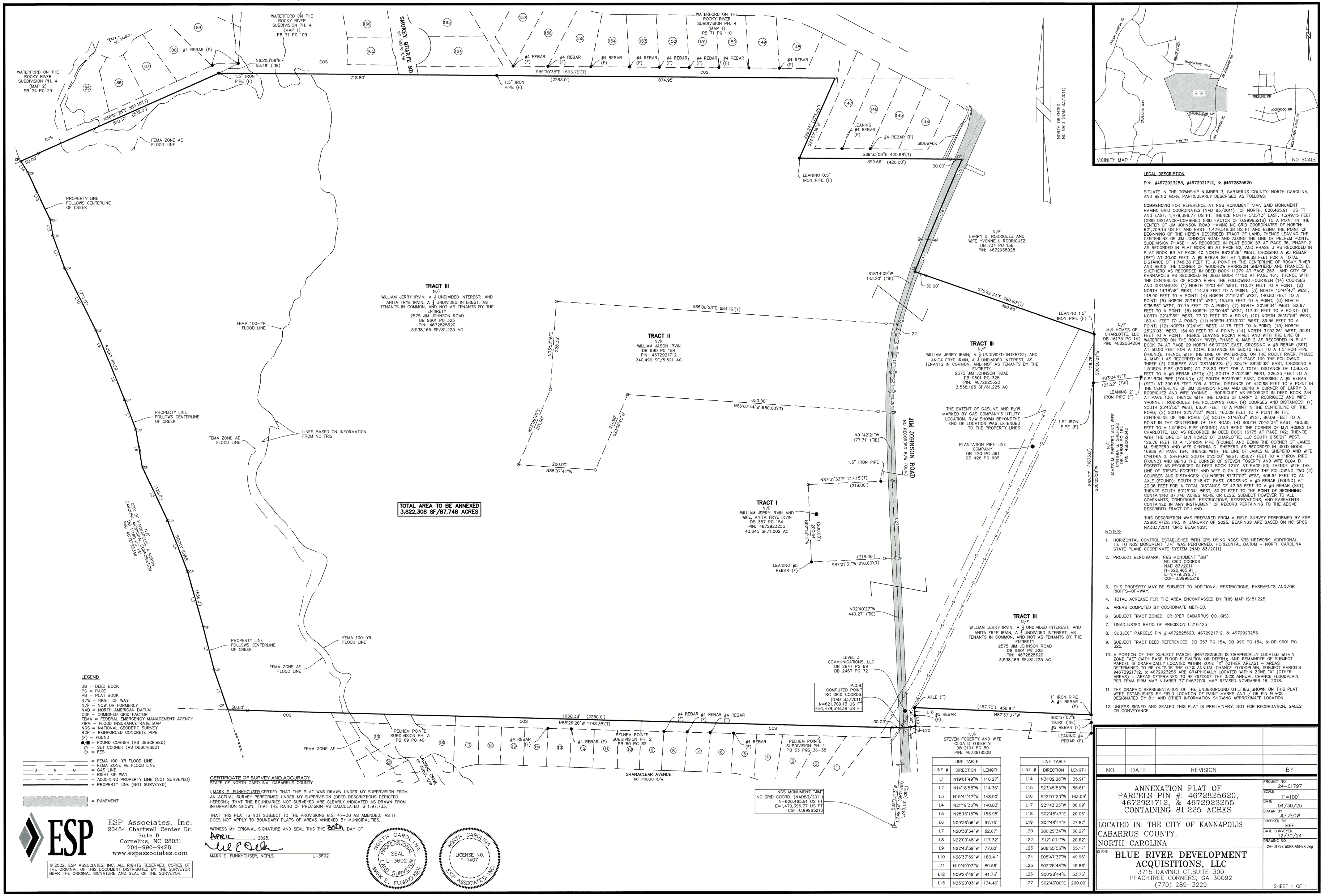
PIN: #4672923255, #4672921712, & #4672825620

SITUATE IN THE TOWNSHIP NUMBER 3, CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT NGS MONUMENT "JIM", SAID MONUMENT HAVING GRID COORDINATES (NAD 83/2011) OF NORTH: 620,465.91 US FT AND EAST: 1,479,396.77 US FT; THENCE NORTH 5°35'13" EAST, 1,249.15 FEET (GRID DISTANCE-COMBINED GRID FACTOR OF 0.99985216) TO A POINT IN THE CENTER OF JIM JOHNSON ROAD HAVING NC GRID COORDINATES OF NORTH: 621,709.13 US FT AND EAST: 1,479,518.38 US FT AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND, THENCE LEAVING THE CENTERLINE OF JIM JOHNSON ROAD AND ALONG THE LINE OF PELHEM POINTE SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 53 AT PAGE 36, PHASE 2 AS RECORDED IN PLAT BOOK 60 AT PAGE 82, AND PHASE 3 AS RECORDED IN PLAT BOOK 69 AT PAGE 40 NORTH 88°26'26" WEST, CROSSING A #5 REBAR (SET) AT 30.00 FEET, A #5 REBAR SET AT 1,698.38 FEET FOR A TOTAL DISTANCE OF 1,748.38 FEET TO A POINT IN THE CENTERLINE OF ROCKY RIVER AND BEING THE CORNER OF WOODROW HARRISON SHEPHERD AND FRANCES D. SHEPHERD AS RECORDED IN DEED BOOK 11279 AT PAGE 263 AND CITY OF KANNAPOLIS AS RECORDED IN DEED BOOK 11180 AT PAGE 161; THENCE WITH THE CENTERLINE OF ROCKY RIVER THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: (1) NORTH 19°01'49" WEST, 110.27 FEET TO A POINT; (2) NORTH 14°18'58" WEST, 114.36 FEET TO A POINT; (3) NORTH 15°44'47" WEST, 148.90 FEET TO A POINT; (4) NORTH 21°19'36" WEST, 140.83 FEET TO A POINT; (5) NORTH 25°16'15" WEST, 153.95 FEET TO A POINT; (6) NORTH 9°36'56" WEST, 97.75 FEET TO A POINT; (7) NORTH 20°38'34" WEST, 82.67 FEET TO A POINT; (8) NORTH 22°00'48" WEST, 117.32 FEET TO A POINT; (9) NORTH 22°43'39" WEST, 77.02 FEET TO A POINT; (10) NORTH 26°37'59" WEST, 180.41 FEET TO A POINT; (11) NORTH 19°49'07" WEST, 89.56 FEET TO A POINT; (12) NORTH 9°24'49" WEST, 41.75 FEET TO A POINT; (13) NORTH 25°20'03" WEST, 134.40 FEET TO A POINT; (14) NORTH 31°02'26" WEST, 35.91 FEET TO A POINT; THENCE LEAVING ROCKY RIVER AND WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 2 AS RECORDED IN PLAT BOOK 74 AT PAGE 29 NORTH 66°07'26" EAST, CROSSING A #5 REBAR (SET) AT 50.00 FEET FOR A TOTAL DISTANCE OF 560.10 FEET TO A 1.5" IRON PIPE (FOUND); THENCE WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 1 AS RECORDED IN PLAT BOOK 71 AT PAGE 109 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 89°30'38" EAST, CROSSING A 1.5" IRON PIPE (FOUND) AT 718.80 FEET FOR A

TOTAL DISTANCE OF 1,593.75 FEET TO A #5 REBAR (SET); (2) SOUTH 24°07'36" WEST, 226.25 FEET TO A 0.5" IRON PIPE (FOUND); (3) SOUTH 89°33'06" EAST, CROSSING A #5 REBAR (SET) AT 390.68 FEET FOR A TOTAL DISTANCE OF 420.68 FEET TO A POINT IN THE CENTERLINE OF JIM JOHNSON ROAD AND BEING A CORNER OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ AS RECORDED IN DEED BOOK 734 AT PAGE 136; THENCE WITH THE LANDS OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 23°45'55" WEST, 66.61 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (2) SOUTH 22°57'23" WEST, 163.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD: (3) SOUTH 21°43'03" WEST, 86.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (4) SOUTH 70°42'34" EAST, 490.80 FEET TO A 1.5" IRON PIPE (FOUND) AND BEING THE CORNER OF M/I HOMES OF CHARLOTTE, LLC AS RECORDED IN DEED BOOK 16175 AT PAGE 142; THENCE WITH THE LINE OF M/I HOMES OF CHARLOTTE, LLC SOUTH 0°56'21" WEST, 126.76 FEET TO A 1.5" IRON PIPE (FOUND) AND BEING THE CORNER OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD AS RECORDED IN DEED BOOK 16886 AT PAGE 164; THENCE WITH THE LINE OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD SOUTH 0°25'00" WEST, 858.27 FEET TO A 1" IRON PIPE (FOUND) AND BEING THE CORNER OF STEVEN FOGERTY AND WIFE OLGA D FOGERTY AS RECORDED IN DEED BOOK 12191 AT PAGE 50; THENCE WITH THE LINE OF STEVEN FOGERTY AND WIFE OLGA D FOGERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 87°37'07" WEST, 456.94 FEET TO AN AXLE (FOUND); SOUTH 2°48'47" EAST, CROSSING A #5 REBAR (FOUND) AT 20.06 FEET FOR A TOTAL DISTANCE OF 47.93 FEET TO A #5 REBAR (SET); THENCE SOUTH 80°25'34" WEST, 30.27 FEET TO THE **POINT OF BEGINNING** CONTAINING 87.748 ACRES MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND.

THIS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED BY ESP ASSOCIATES, INC. IN JANUARY OF 2025. BEARINGS ARE BASED ON NC SPCS NAD83/2011 "GRID BEARINGS".



LEGEND

DB = DEED BOOK
PG = PAGE
PB = PLAT BOOK
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY
NAD = NORTH AMERICAN DATUM
CGF = COMBINED GRID FACTOR
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM = FLOOD INSURANCE RATE MAP
NGS = NATIONAL GEODETIC SURVEY
RCP = REINFORCED CONCRETE PIPE
(F) = FOUND
● = FOUND CORNER (AS DESCRIBED)
○ = SET CORNER (AS DESCRIBED)
▷ = FES

= FEMA 100-YR FLOOD LINE
= FEMA ZONE AE FLOOD LINE
= GAS LINE
= RIGHT OF WAY
= ADJOINING PROPERTY LINE (NOT SURVEYED)
= PROPERTY LINE (NOT SURVEYED)
= PAVEMENT

ESP Associates, Inc.
20484 Chartwell Center Dr.
Suite D
Cornelius, NC 28031
704-990-9428
www.espassociates.com

© 2022, ESP ASSOCIATES, INC. ALL RIGHTS RESERVED. COPIES OF THE ORIGINAL OF THIS DOCUMENT DISTRIBUTED BY THE SURVEYOR BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR.

CERTIFICATE OF SURVEY AND ACCURACY
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, MARK E. FUNKHOUSER CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTIONS DEPICTED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:97,733;

THAT THIS PLAT IS NOT SUBJECT TO THE PROVISIONS G.S. 47-30 AS AMENDED; AS IT DOES NOT APPLY TO BOUNDARY PLATS OF AREAS ANNEXED BY MUNICIPALITIES.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 30th DAY OF April, 2025.

MARK E. FUNKHOUSER, NCPLS L-3602

NORTH CAROLINA PROFESSIONAL SEAL L-3602 LAND SURVEYOR MARK E. FUNKHOUSER

NORTH CAROLINA LICENSE NO. F-1407 ESP ASSOCIATES, INC.

LEGAL DESCRIPTION

PIN: #4672923255, #4672921712, & #4672825620

SITUATE IN THE TOWNSHIP NUMBER 3, CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT NGS MONUMENT "JIM", SAID MONUMENT HAVING GRID COORDINATES (NAD 83/2011) OF NORTH: 620,465.91 US FT AND EAST: 1,479,396.77 US FT; THENCE NORTH 5°35'13" EAST, 1,249.15 FEET (GRID DISTANCE–COMBINED GRID FACTOR OF 0.99985216) TO A POINT IN THE CENTER OF JIM JOHNSON ROAD HAVING NC GRID COORDINATES OF NORTH: 621,709.13 US FT AND EAST: 1,479,518.38 US FT AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND, THENCE LEAVING THE CENTERLINE OF JIM JOHNSON ROAD AND ALONG THE LINE OF PELHEM POINTE SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 53 AT PAGE 36, PHASE 2 AS RECORDED IN PLAT BOOK 60 AT PAGE 82, AND PHASE 3 AS RECORDED IN PLAT BOOK 69 AT PAGE 40 NORTH 88°26'26" WEST, CROSSING A #5 REBAR (SET) AT 30.00 FEET, A #5 REBAR SET AT 1,698.38 FEET FOR A TOTAL DISTANCE OF 1,748.38 FEET TO A POINT IN THE CENTERLINE OF ROCKY RIVER AND BEING THE CORNER OF WOODROW HARRISON SHEPHERD AND FRANCES D. SHEPHERD AS RECORDED IN DEED BOOK 11279 AT PAGE 263 AND CITY OF KANNAPOLIS AS RECORDED IN DEED BOOK 11180 AT PAGE 161; THENCE WITH THE CENTERLINE OF ROCKY RIVER THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: (1) NORTH 19°01'49" WEST, 110.27 FEET TO A POINT; (2) NORTH 14°18'58" WEST, 114.36 FEET TO A POINT; (3) NORTH 15°44'47" WEST, 148.90 FEET TO A POINT; (4) NORTH 21°19'36" WEST, 140.83 FEET TO A POINT; (5) NORTH 25°16'15" WEST, 153.95 FEET TO A POINT; (6) NORTH 9°36'56" WEST, 97.75 FEET TO A POINT; (7) NORTH 20°38'34" WEST, 82.67 FEET TO A POINT; (8) NORTH 22°00'48" WEST, 117.32 FEET TO A POINT; (9) NORTH 22°43'39" WEST, 77.02 FEET TO A POINT; (10) NORTH 26°37'59" WEST, 180.41 FEET TO A POINT; (11) NORTH 19°49'07" WEST, 89.56 FEET TO A POINT; (12) NORTH 9°24'49" WEST, 41.75 FEET TO A POINT; (13) NORTH 25°20'03" WEST, 134.40 FEET TO A POINT; (14) NORTH 31°02'26" WEST, 35.91 FEET TO A POINT; THENCE LEAVING ROCKY RIVER AND WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 2 AS RECORDED IN PLAT BOOK 74 AT PAGE 29 NORTH 66°07'26" EAST, CROSSING A #5 REBAR (SET) AT 50.00 FEET FOR A TOTAL DISTANCE OF 560.10 FEET TO A 1.5"IRON PIPE (FOUND); THENCE WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 1 AS RECORDED IN PLAT BOOK 71 AT PAGE 109 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 89°30'38" EAST, CROSSING A 1.5"IRON PIPE (FOUND) AT 718.80 FEET FOR A TOTAL DISTANCE OF 1,593.75 FEET TO A #5 REBAR (SET); (2) SOUTH 24°07'36" WEST, 226.25 FEET TO A 0.5"IRON PIPE (FOUND); (3) SOUTH 89°33'06" EAST, CROSSING A #5 REBAR (SET) AT 390.68 FEET FOR A TOTAL DISTANCE OF 420.68 FEET TO A POINT IN THE CENTERLINE OF JIM JOHNSON ROAD AND BEING A CORNER OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ AS RECORDED IN DEED BOOK 734 AT PAGE 136; THENCE WITH THE LANDS OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 23°45'55" WEST, 66.61 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (2) SOUTH 22°57'23" WEST, 163.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (3) SOUTH 21°43'03" WEST, 86.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (4) SOUTH 70°42'34" EAST, 490.80 FEET TO A 1.5"IRON PIPE (FOUND) AND BEING THE CORNER OF M/I HOMES OF CHARLOTTE, LLC AS RECORDED IN DEED BOOK 16175 AT PAGE 142; THENCE WITH THE LINE OF M/I HOMES OF CHARLOTTE, LLC SOUTH 3°56'21" WEST, 126.76 FEET TO A 1.5"IRON PIPE (FOUND) AND BEING THE CORNER OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD AS RECORDED IN DEED BOOK 16888 AT PAGE 164; THENCE WITH THE LINE OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD SOUTH 0°25'00" WEST, 858.27 FEET TO A 1"IRON PIPE (FOUND) AND BEING THE CORNER OF STEVEN FOGERTY AND WIFE OLGA D FOGERTY AS RECORDED IN DEED BOOK 12191 AT PAGE 50; THENCE WITH THE LINE OF STEVEN FOGERTY AND WIFE OLGA D FOGERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 87°37'07" WEST, 456.94 FEET TO AN AXLE (FOUND); SOUTH 2°48'47" EAST, CROSSING A #5 REBAR (FOUND) AT 20.06 FEET FOR A TOTAL DISTANCE OF 47.93 FEET TO A #5 REBAR (SET); THENCE SOUTH 80°25'34" WEST, 30.27 FEET TO THE **POINT OF BEGINNING** CONTAINING 87.748 ACRES MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND.

THIS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED BY ESP ASSOCIATES, INC. IN JANUARY OF 2025. BEARINGS ARE BASED ON NC SPCS NAD83/2011 'GRID BEARINGS'.

NOTES:

1. HORIZONTAL CONTROL ESTABLISHED WITH GPS USING NCGS VRS NETWORK. ADDITIONAL TIE TO NGS MONUMENT "JIM" WAS PERFORMED. HORIZONTAL DATUM – NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD 83/2011).
2. PROJECT BENCHMARK: NGS MONUMENT "JIM"
   NC GRID COORDS
   NAD 83/2011
   N=620,465.91
   E=1,479,396.77
   CGF=0.99985216
3. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY.
4. TOTAL ACREAGE FOR THE AREA ENCOMPASSED BY THIS MAP IS: 81.225
5. AREAS COMPUTED BY COORDINATE METHOD.
6. SUBJECT TRACT ZONED: CR (PER CABARRUS CO. GIS)
7. UNADJUSTED RATIO OF PRECISION: 1: 210,125
8. SUBJECT PARCELS PIN #: 4672825620, 4672921712, & 4672923255.
9. SUBJECT TRACT DEED REFERENCES: DB 357 PG 154, DB 990 PG 184, & DB 9601 PG 325.
10. A PORTION OF THE SUBJECT PARCEL #4672825620 IS GRAPHICALLY LOCATED WITHIN ZONE "AE" (WITH BASE FLOOD ELEVATION OR DEPTH); AND REMAINDER OF SUBJECT PARCEL IS GRAPHICALLY LOCATED WITHIN ZONE "X" (OTHER AREAS) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. SUBJECT PARCELS #4672921712, & 4672923255 ARE GRAPHICALLY LOCATED WITHIN ZONE "X" (OTHER AREAS) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA FIRM MAP NUMBER 3710467200L MAP REVISED NOVEMBER 16, 2018.
11. THE GRAPHIC REPRESENTATION OF THE UNDERGROUND UTILITIES SHOWN ON THIS PLAT WERE ESTABLISHED BY FIELD LOCATION OF PAINT MARKS AND / OR PIN FLAGS DESIGNATED BY 811 AND OTHER INFORMATION SHOWING APPROXIMATE LOCATION.
12. UNLESS SIGNED AND SEALED THIS PLAT IS PRELIMINARY, NOT FOR RECORDATION, SALES OR CONVEYANCE.

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N19°01'49"W	110.27'
L2	N14°18'58"W	114.36'
L3	N15°44'47"W	148.90'
L4	N21°19'36"W	140.83'
L5	N25°16'15"W	153.95'
L6	N09°36'56"W	97.75'
L7	N20°38'34"W	82.67'
L8	N22°00'48"W	117.32'
L9	N22°43'39"W	77.02'
L10	N26°37'59"W	180.41'
L11	N19°49'07"W	89.56'
L12	N09°24'49"W	41.75'
L13	N25°20'03"W	134.40'

LINE TABLE

LINE #	DIRECTION	LENGTH
L14	N31°02'26"W	35.91'
L15	S23°45'55"W	66.61'
L16	S22°57'23"W	163.09'
L17	S21°43'03"W	86.09'
L18	S02°48'47"E	20.06'
L19	S02°48'47"E	27.87'
L20	S80°25'34"W	30.27'
L22	S12°10'11"W	20.62'
L23	S08°55'53"W	55.17'
L24	S05°47'37"W	49.96'
L25	S02°25'46"W	49.88'
L26	S00°28'44"E	53.75'
L27	S02°43'00"E	200.00'

NO.	DATE	REVISION	BY

ANNEXATION PLAT OF
PARCELS PIN #: 4672825620, 4672921712, & 4672923255
CONTAINING 81.225 ACRES

LOCATED IN: THE CITY OF KANNAPOLIS
CABARRUS COUNTY,
NORTH CAROLINA

CLIENT:
BLUE RIVER DEVELOPMENT ACQUISITIONS, LLC
3715 DAVINCI CT,SUITE 300
PEACHTREE CORNERS, GA 30092
(770) 289-3229

PROJECT NO: 24-01797
SCALE: 1"=100'
DATE: 04/30/25
DRAWN BY: JLF/ECW
CHECKED BY: MEF
DATE SURVEYED: 12/30/24
DRAWING NO: 24-01797.WORK.ANNEX.dwg

SHEET 1 OF 1

EXHIBIT I

Agenda Item: F.I

Kannapolis

Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Wilmer Melton, Assistant City Manager, Richard Smith, Planning Director

Subject: **RESOLUTION -** Motion to approve Resolution supporting a Grant Application to the Cabarrus Rowan Metropolitan Planning Organization Transportation Alternatives Program to fund the Midlake Sidewalk

Action Requested by City Council

Motion to approve Resolution in supporting a Grant Application to the Cabarrus-Rowan Metropolitan Planning Organization Transportation Alternatives Program for the Midlake Avenue Sidewalk project

Required Votes to Pass Required Action

Background

The Transportation Alternatives (TA) Program was initially authorized by the Federal Transportation Funding Act - the Moving Ahead for Progress in the 21st Century Act (MAP-21) that was signed into law on July 6, 2012 and has continued in subsequent reauthorizations including the Infrastructure Investment and Jobs Act (IIJA). The Transportation Alternatives Program redefines the former Transportation Enhancements (TE) activities and consolidates these eligibilities with the Safe Routes to School and Recreational Trails Programs. The TE program was originally authorized in the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and continued through two successive laws TEA-21 and SAFTETEA-LU. The Transportation Alternatives Program builds upon the legacy of the TE program by expanding travel choices, strengthening the local economy, improving the quality of life, and protecting the environment.

The Cabarrus-Rowan MPO (CRMPO) has released a call for projects under the TA Program. The City has identified the need for safe and accessible pedestrian facilities on Midlake Avenue to support the 4000+ people residing in communities off of Midlake Avenue. There are four bus stops along the corridor and bus riders must walk on the shoulder to access the bus stops. Improving walkability in this area will promote ridership and improve the utilization of the City's existing transportation infrastructure and provide a connection from these neighborhoods to the proposed Eastside Park. A sidewalk in this area will embody the City's vision to exemplify "Discover a Healthy Life" in Kannapolis. The Midlake Road sidewalk will provide direct benefits to the community and will create the infrastructure needed to give area residents access to Eastside Park and the ability to improve their health outcomes and health disparities.

It is important to note that the federally-directed appropriation ("earmark") that U.S. Representative Alma Adams secured for the City has been rescinded with Congress' recent passage of a continuing resolution (extension of the federal budget). With Rep. Adams no longer representing Kannapolis due to redistricting prior to the last election, she will no longer be in a position to support this project in future earmark requests.

Fiscal Implications

If the grant is awarded, it will cover 80% of project costs. The City will be responsible for the remaining 20% of the total project cost.

Policy Issues

There are no known policy issues associated with executing this resolution.

Legal Issues

There are no known legal issues associated with executing this resolution.

Recommendations and Alternate Courses of Action

1. **Approve the Resolution Supporting a Grant Application for the Midlake Avenue Sidewalk (recommended**
2. Table the action to a future meeting.
3. Take no action.

Attachments

1. Spring 2025 CRMPO Resolution for TAP Fundin

Resolution In Support of the City of Kannapolis, NC
to Apply for funding from the
Transportation Alternatives Program
through the Cabarrus-Rowan Metropolitan Planning Organization

WHEREAS, The Transportation Alternatives (TA) Program was initially authorized by the Federal Transportation Funding Act - the Moving Ahead for Progress in the 21st Century Act (MAP-21) that was signed into law on July 6, 2012 and has continued in subsequent reauthorizations including the Infrastructure Investment and Jobs Act (IIJA). The Transportation Alternatives Program redefines the former Transportation Enhancements (TE) activities and consolidates these eligibilities with the Safe Routes to School and Recreational Trails Programs. The TE program was originally authorized in the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and continued through two successive laws TEA-21 and SAFTETEA-LU. The Transportation Alternatives Program builds upon the legacy of the TE program by expanding travel choices, strengthening the local economy, improving the quality of life, and protecting the environment.

WHEREAS, The City of Kannapolis, herein referred to as the "City" has need for and intends to construct and design transportation projects which meet the eligibility requirements associated with the Transportation Alternatives Program.

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

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

1. The City of Kannapolis Council supports City Staff in the endeavor to seek funding through the Transportation Alternatives Program for the Midlake Sidewalk Project consistent with adopted transportation and community plans.
2. The City will arrange financing for all remaining costs of the project, if approved for a grant award.
3. The City will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
4. The City will provide for efficient operation and maintenance of the project on completion of construction thereof.
5. The City Planning Director, Richard Smith, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the City with the Cabarrus-Rowan Metropolitan Planning Organization for a loan and/or grant to aid in the study of or construction of the project described above.
6. The City Planning Director, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. The City has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

ADOPTED this 14th day of April, 2025

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT J

Agenda Item: F.J

Kannapolis
Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Brian Roberts, Finance Director

Subject: **BUDGET AMENDMENT ORDINANCE #25-34 -** Appropriating Fund Balance in the General Fund to Transfer to the Fire Station Improvements Fund

Action Requested by City Council

Motion to approve budget amendment #25-34, which appropriates funds in the General Fund to transfer to the Fire Station Improvements Fund.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In Fiscal Year 2022, City Council authorized transfers totaling $181,900.00 from the General Fund to the Fire Station Improvements Fund to fund capital projects. The journal entry was not completed in that fiscal year. The purpose of this budget amendment is to reinstate the appropriation and allow for the cash transfer of $181,900.00 to be completed. This is an administrative, accounting action only.

Fiscal Implications

This budget amendment allows for the cash transfer to the capital project fund for expenses.

Policy Issues

None.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. Approve Budget Amendment #25-34, which appropriates fund balance in the General Fund to transfer to the Fire Station Improvements Fund.
2. Take no action.
3. Table to future meeting.

Attachments

1. BA 25-34 Budget Amendment for 255 Fund

ORDINANCE 2025-26

ORDINANCE AMENDING BUDGET FOR THE CITY OF KANNAPOLIS, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025 Amendment # 25-34

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 14th day of April 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 appropriates fund balance in the General Fund to cover $181,900 transfer from General Fund to Capital Projects Fund for the Fire Stations remodel. This transfer was never completed to fully fund these projects.

SECTION I – GENERAL FUND

Revenue:	Increase: Fund Balance Appropriated Revenue: 19900-39900	$181,900
Expenditure:	Increase: Transfer for Capital Projects Expenditure: 19000-57200	$181,900

This ordinance is approved and adopted on this 14th day of April 2025.

Milton D. Hinnant, Mayor

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

Agenda Item: F.K

Kannapolis

Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Pam Scaggs, City Clerk

Subject: **MINUTES:** March 24, 2024 Business Meeting

Action Requested by City Council

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. Council Meeting Minutes 2025.03.24

CITY OF KANNAPOLIS
CITY COUNCIL
WORK SESSION MEETING MINUTES
March 24, 2025

A regular meeting of City Council of the City of Kannapolis, North Carolina was held on Monday, March 24, 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	
	Doug Wilson	
Council Members Absent:	Tom Kincaid	
City Manager:	Mike Legg	
Assistant City Manager:	Tina Cline	
Assistant City Manager:	Wilmer Melton	
City Attorney:	Andrew Kelly	
City Clerk:	Pam Scaggs	
Information Technology:	Tony Eury	
	David Jordon	
Staff Present:	Richard Smith	Kristin Jones
	Kirk Beard	Brian Roberts
	Terry Spry	Irene Wong
	Alex Anderson	Gerald Faulkner
	Michael Dodge	Michael Rattler
	Sherry Gordon	
Visitors Present:	Joe Hatley	Josh Teague
	Zach Ervin	Sophia Wilkerson
	Chris Puckett	Zac Moretz
	Nate Buhler	Jay Priester
	Jim Rutledge	Nancy Rutledge
	Pam Smith	Shelly Stein
	Naomi Hatchell	Greg Lambert
	Doug Cambell	Eric Blackburn

DRAFT - NOT APPROVED

CALL TO ORDER AND WELCOME

Mayor Hinnant called the meeting to order and welcomed all in attendance. He led a moment of silent prayer, followed by the Pledge of Allegiance by Councilmember Wilson.

ADOPTION OF AGENDA

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

CONSENT AGENDA

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

Resolution supporting Cabarrus County Blue Zoning Initiative (Mike Legg, City Manager) (Copy included as Exhibit A)

Contract – 2025 Street Resurfacing (Michael Rattler, Director of Transportation & Environmental Services) (Copy included as Exhibit B)

Policy Amendment – Amending Public Hearing and Public Comments Policy (Mike Legg, City Manager) (Copy included as Exhibit C)

Work Session Meeting Minutes – March 10, 2025 (Pam Scaggs, City Clerk)

Closed Session Meeting Minutes – February 24, 2025 (Pam Scaggs, City Clerk)

Closed Session Meeting Minutes – March 10, 2025 (Pam Scaggs, City Clerk)

BUSINESS AGENDA

Public Hearing and Resolution - Development Agreement #2025-03 – Lennar Carolinas, LLC (Summerlyn Amendment) (Richard Smith, Planning Director) (Copy included as Exhibit D)

Planning Director, Richard Smith, explained that the City is amending a Development Agreement with Lennar Carolinas, LLC. ("Lennar"), who are now the active participant for the Summerlyn development, replacing the previously approved entity Summerlyn, LLC. The amended agreement acknowledges this new entity, and it also requires Lennar to install the complete infrastructure for the development. Mr. Smith added that Lennar fully understands that they will be liable for any damage to utilities in areas where water access is not yet available, as well as for any associated city taxes on those utilities.

Mayor Hinnant opened the Public Hearing which was then closed with no public comment being made.

Councilmember Dayvault made the motion to adopt the Resolution approving the Ordinance for the amended Development Agreement. The motion received a second by Councilmember Jackson and was unanimously approved.

Public Hearing and Resolution – Development Agreement #2025-04 – BA Leasing BSC, LLC and Stanley Logistics, LLC (Stanley Black & Decker) (Richard Smith, Planning Director) (Copy included as Exhibit E)

Mr. Smith directed Council's attention to a map showing location of an existing building stating that the Development Agreement between the City and BA Leasing BSC, LLC and Stanley Logistics, LLC. will secure wastewater allocation based on the original allocation. The existing Stanley, Black & Decker building is a

DRAFT - NOT APPROVED

900,000 square-foot facility located between Interstate 85 and Highway 73. Mr. Smith added that the Agreement will also enable sale of the site to an interested purchaser and support modifications to the existing building for future tenants.

Mayor Hinnant opened the Public Hearing.

Zac Moretz, PO Box 446, Concord, NC, identified himself as a lawyer with the Moretz Law Group representing BA Leasing BSC, LLC. Mr. Moretz asked for approval of the Development Agreement, made himself available for questions, and thanked City Staff for their help in creating the Development Agreement.

There being no additional questions or comments, Mayor Hinnant closed the Public Hearing.

Councilmember Jackson made the motion to adopt the Resolution approving the Ordinance for the Development Agreement. Second by Mayor Pro tem Berry and unanimously approved.

Public Hearing Text Amendment #2025-01 – KDO Text amendments to Article 3, Section 3.4.I(2) to reduce minimum lot width to sixteen (16) feet in the Center City (CC) zoning district. (Richard Smith, Planning Director) (Copy included as Exhibit F)

Mr. Smith stated that the proposed text amendment was requested by Cambridge Properties, LLC. ("Cambridge") and that it proposes changes to Article 3, Section 3.4.I(2) regarding the Center City (CC) zoning district's intensity standards. The amendment proposes to reduce the minimum lot width from 20 feet to 16 feet throughout the district. The Center City District, a dense and pedestrian-friendly area with a mix of uses, serves as the focal point for commerce, government, and cultural activities.

Mr. Smith advised that the Planning and Zoning Commission previously voted to deny this request, but staff recommends approval with caveats which include limiting the reduced lot width to townhomes, maintaining a minimum width of 16 feet, and requiring rear-access parking garages to avoid interfering with the streetscape. He noted that the applicants have agreed to these caveats.

Mayor Hinnant opened the Public Hearing.

Nate Buhler, 831 E. Morehead Street, Suite 245, Charlotte, North Carolina, representing Cambridge, directed Council's attention to a site plan stating that the proposed text amendment is regarding a residential portion of a larger multi-use development project referred to as "Millstone Village". Mr. Buhler added that Millstone Village will span over 20 acres at North Main Street and Loop Road [Dale Earnhardt Boulevard], and will integrate retail, residential, and commercial spaces in a pedestrian-friendly, urban design. Key components include a grocery-anchored retail space, boutique shops, a 300-unit multi-family apartment component and a 133-unit attached townhome component, which is the subject of the proposed text amendment.

Mr. Buhler reiterated that the text amendment seeks to reduce the minimum lot width in the CC zoning district from 20 feet to 16 feet for alley-fed townhomes to maintain urban design standards and to provide housing variety while adhering to Kannapolis' architectural and urban standards. He highlighted a few properties developed by Cambridge in the Charlotte and Raleigh areas which showcased a similar urban, interconnected design. Mr. Buhler stated that the townhomes will offer a mix of 2-3-story units with varying garage sizes, parking schemes and unit configurations. Additionally, the plan emphasizes green spaces, active open space and urban design.

Chris Puckett, 2770 Keady Mill Loop, stated that while he is the current chairman of the Planning and Zoning Commission, he is also a citizen of Kannapolis, as well as a local realtor. Mr. Puckett expressed strong support for the proposed text amendment, highlighting Kannapolis' pressing housing shortage and affordability crisis. He noted the city has limited land available for development, making innovative solutions such as the

DRAFT - NOT APPROVED

applicant's proposal essential. Mr. Puckett pointed out that apartments consume a significant share of wastewater allocation and contribute to transient housing patterns. He referenced the city's development map, which shows over 6,000 residential units currently planned or under review and inferred that half are apartments. He argued that Kannapolis needs more homes that can foster generational wealth and provide long-term benefits for future residents, stating that this proposal aligns with those goals.

Councilmembers raised concerns regarding parking issues, architectural design, size of the units, handicapped access, target audience, pricing, and reasons why the Planning and Zoning Commission denied the request. Parking solutions include on-street parking, driveways for each unit, and overflow parking at a neighboring grocery store. Smaller units (16-foot) will have one to two garage spaces, while larger units (20-foot) will feature two-car-width garages. Architectural design aims to preserve the historic downtown aesthetic, with a high percentage of masonry materials—primarily brick—used in construction. Average unit size is projected at 1,500 square feet, targeting the higher end of the general market. Accessibility requirements will comply with KDO and municipal standards. Potential crowding downtown was cited as the reason the Planning and Zoning Commission denied the request.

There being no additional questions or comments, the Public Hearing was closed.

Mayor Hinnant asked for a motion to adopt a Resolution approving the Statement of Consistency for TA-2025-01 which was made by Councilmember Wilson, second by Councilmember Dayvault, and the motion was unanimously approved.

Mayor Hinnant asked for a motion to adopt an Ordinance to amend the KDO per TA-2025-01, which was made by Councilmember Jackson, second by Councilmember Wilson, and the motion was unanimously approved.

Public Hearing Text Amendment #2025-02 – KDO Text Amendments to several sections of Articles 2, 3, 4, 5, and 10 (Richard Smith, Planning Director) (Copy included as Exhibit G)

Mr. Smith explained that the proposed Text Amendments under TA-2025-02 are all staff driven and that some are clarifying while others are "clean-up" amendments. He noted that the Planning and Zoning Commission unanimously recommended approval of all the amendments which included:

1. Amend Section 2.5.A(5)b.6(b) to extend expiration date of approved special use permits (SUPs) when projects are delayed due to lack of sewer allocation.

Mr. Smith explained that most SUPs expire after two years and due to the wastewater allocation process, some projects may take longer than two years. He added that the proposed amendment will allow him, as the ordinance administrator, to extend permit expiration dates.

2. Amend Section 2.5.B(2)d.1(c) to remove the requirement for a mylar copy of a recorded minor subdivision plat.
3. Amend Section 2.5.B(3)e.1(c) to remove the requirement for a mylar copy of a recorded major subdivision plat.

Mr. Smith stated that the current ordinance requires developers to submit a mylar copies of a finalized site plan to the Planning Department, but that this requirement is redundant and unnecessary since an electronic copy is sufficient.

4. Amend Section 3.8.H(3)a to revise River/Stream Overlay (RSO) District to remove duplicative text.

DRAFT: NOT APPROVED

5. Amend Section 4.2.D(5)e.3(b)2 to update street name of First Street to Martin Luther King Jr. Avenue under Standards Specific to Principal Uses for Sexually Oriented Businesses.

Mr. Smith clarified that amendment #5 simply updates the street name and does not change the use or the location of where the use is permitted.

6. Amend Table 4.3.B(3): Accessory Use/Structure Table to correct "L" to a "P" for a storage building in the PD District.
7. Amend Table 4.3.B(3) to correct the table header to change MU-ND to MU-N for the Mixed-Use Neighborhood District.
8. Amend Section 5.9.D to add standards for A-frame signs ("Sandwich Signs").
9. Amend Section 5.9E(3)a.7 to add standards for curbside pickup signs.
10. Amend Section 5.1.C(6)b.2 to reference the minimum vehicular access requirements of the North Carolina Fire Code.
11. Delete Table 5.1.C(6)b.2: Minimum Subdivision Access Points.

Mr. Smith explained that the following text amendments relate to addressing the homelessness issue in the City. He added that unless the KDO specifically prohibits a use, it is presumed to be an allowed use.

12. Amend Table 4.4.B to add camping to the Temporary Use/Structure Table.
13. Amend Section 4.4.C(1)a to add camping as a use that does not require a temporary use permit.
14. Amend Section 4.4.D to add standards specific to camping as a temporary use.
15. Amend Article 10: Definitions to add definition of camping.

Councilmember Wilson expressed concern regarding amendment #4 for river and stream buffers. Mr. Smith assured him that the amendment will only remove the duplicative text and will not reduce the size of the buffers.

There being no additional questions or comments, Mayor Hinnant opened the Public Hearing which was then closed with no public comment made.

Mayor Hinnant asked for a motion to adopt a Resolution approving the Statement of Consistency for TA-2025-02 which was made by Councilmember Dixon, second by Mayor Pro tem Berry and the motion was unanimously approved.

Mayor Hinnant asked for a motion to adopt an Ordinance to amend the KDO per TA-2025-02, which was made by Councilmember Dayvault, second by Councilmember Wilson, and the motion was unanimously approved.

Public Hearing and Budget Amendment Ordinance – CDBG Program Income FY2024-25 (Sherry Gordon) (Copy Included as Exhibit H)

Community Development Program Administrator, Sherry Gordon, stated that the US Department of Housing and Urban Development ("HUD") requires public input on the allocation of Community Development Block Grant (CDBG) funds and amendments to the City's Annual Action Plan should additional funds become available during the program year. Ms. Gordon noted that the City received $1,215,249 in proceeds from the sale of land at the Gateway Business Park, developed using CDBG Section 108 loan funds. In accordance with HUD regulations, these proceeds are categorized as program income and must be used under the same guidelines as the annual CDBG funding. She outlined Staff recommendations for fund allocation as follows:

1. $40,000 for Program Administration to replace a City vehicle.

DRAFT - NOT APPROVED

2. $60,000 for Non-Profit Public Services supplementing the annual $50,000 allocation for public services.

Ms. Gordon noted that the Community Improvement Commission (CIC) will be reviewing applications submitted by non-profit public services and will provide recommendations to City Council during their April or May meetings.

3. $495,249 for Transitional Housing to purchase and rehabilitate two to three houses, which will be leased to non-profit organizations for transitional housing and homelessness support. (This expands upon the seven properties already serving similar purposes.).
4. $620,000 for flood mediation in collaboration with Public Works, addressing issues in a community significantly affected by flooding.

Councilmember Dixon asked if Rowan County will be considered as a location for transitional housing. Ms. Gordon responded that the initiative will depend on the cost of the identified properties, and that she is working with a realtor to purchase and rehabilitate as many homes as the budget will allow. Councilmember Jackson asked if Council would be given the opportunity to review a list of available homes. City Manager, Mike Legg, responded that staff can provide updates on the property's as they close on them, but that Staff intend to purchase and close on the homes as quickly as possible. He added that the funds allocated to flood mediation will be addressing the Rose Hill church property that Council has previously discussed.

Councilmember Dixon asked if any of the funds will be allocated for urgent home repairs. Ms. Gordon responded that regular entitlement CDBG funds will be utilized for home repairs which is separate from the program income generated from the Gateway Business Park land sale. She added that Kannapolis residents also benefit from partnership funds from Habitat for Humanity, which received $100,000 through the North Carolina Housing Finance Agency.

There being no additional questions or comments, Mayor Hinnant opened the Public Hearing which was then closed with no public comment made.

Councilmember Dixon made the motion to approve the Budget Amendment Ordinance as discussed, second by Councilmember Wilson and the motion was unanimously approved.

Public Hearing – Voluntary Annexation (A-2025-03) of approximately 0.9492 +/- acre portion of a larger 1.4 +/- acre parcel located at 5051 Macon Street (Cabarrus County Parcel Identification Number 56035728560000). (Richard Smith, Planning Director) (Copy included as Exhibit I)

Mr. Smith directed Council's attention to a map showing location of property at 5051 Macon Street, stating that the property owner submitted a request for voluntary annexation. He noted that the property encompasses approximately 0.9492 acres of an existing parcel and that it is situated in the southernmost portion of the Fishertown area, near Highway 3.

There being no additional questions or comments for staff, Mayor Hinnant opened the Public Hearing which was then closed with no public comment made.

Councilmember Dayvault made the motion to adopt an Ordinance extending the corporate limits of the City as shown in A-2025-03, second by Councilmember Jackson, and the motion was unanimously approved.

Public Hearing & Order – Request to consider withdrawal from dedication a portion of right-of-way known as Cannon Baller Way from the parking area east of West Avenue to the intersection with South Main Street. (Richard Smith, Planning Director) (Copy included as Exhibit J)

DRAFT - NOT APPROVED

Mr. Smith stated that the applicant, Peter Flotz with LMG Holdings, LLC., submitted a request to close a portion of Cannon Baller Way after it was discovered that the newly constructed building and retaining walls encroached into the City's right-of-way area. Mr. Smith utilized the survey map to highlight the area proposed for closure and stated that the applicant owns all of the property south of Cannon Baller Way.

There being no additional questions or comments for staff, Mayor Hinnant opened the Public Hearing which was then closed with no public comment made.

Councilmember Jackson made the motion to approve the Order to close that portion of Cannon Baller Way, second by Councilmember Dayvault, and the motion was unanimously approved.

CITY MANAGER REPORT

Mr. Legg stated that Mayor Pro Tem Berry had suggested Staff provide Council with reports from other Boards and Commissions, such as WSAAC and MPO. He concurred that keeping everyone informed was important and noted that the reports would be limited to approximately 15 minutes per meeting to prevent overly lengthy discussions.

Mr. Legg also reported that he, along with the Mayor and the Director of Communications, Annette Privette-Keller, met with US Representative for North Carolina's 6th Congressional District, Addison McDowell, who was very receptive to the growth happening in Kannapolis. He added that Mr. McDowell's office is currently accepting appropriation requests focused on transportation, and that Staff is considering submitting applications for South Main Street improvements (sidewalks, drainage, curb, and gutter) as well as the Oakwood Avenue/Rogers Lake Road intersection upgrades. Mr. Legg stated that the group also discussed the research campus and potential partnership between the federal government and researchers on the campus.

CITY COUNCIL COMMENTS

Councilmember Dayvault commended the Kannapolis Police Department for their work in response to a serious emergency call that occurred near his parents' home.

SPEAKERS FROM THE FLOOR

Zach Erwin, 903 Applewood Avenue, expressed concern that Council was asked to amend the Public Hearing and Public Comments Policy which would prohibit electronic presentations and videos during public comment periods. Drawing from his experience as a schoolteacher, Mr. Erwin emphasized that multimedia enhances communication, supports transparency, and benefits visual learners. He suggested retaining the current policy, which allows for multimedia submissions at least four days in advance, arguing that the proposed restriction is unnecessary and would diminish the quality of public presentations.

CLOSED SESSION

Mayor Pro tem Berry made the motion to go into closed session pursuant to NCGS 143.318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and NCGS 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area. The motion was seconded by Councilmember Wilson and unanimously approved.

Council went into closed session at 6:55 PM.

Councilmember Dayvault made a motion to come out of closed session, second by Councilmember Wilson, and the motion was unanimously approved.

Council resumed regular session at 7:54 PM. Mr. Legg offered a tour of the recently renovated City Hall space to Council members.

DRAFT, NOT APPROVED

There being no further business, Councilmember Dixon made motion to adjourn, second by Councilmember Jackson, and the motion was unanimously approved.

The meeting adjourned at 7:55 PM on Monday, March 24, 2025.

_____
Milton D. Hinnant, Mayor

_____
Pam Scaggs, CMC, NCCMC
City Clerk

DRAFT: NOT APPROVED

Agenda Item: F.L

Kannapolis

Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Pam Scaggs, City Clerk

Subject: **MINUTES:** March 24, 2025 Closed Session

Action Requested by City Council

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

None

EXHIBIT K

Agenda Item: G.A

Kannapolis

Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director, Andrew Kelly, City Attorney

Subject: **DISCUSSION** - Potential changes to the Downtown Covenants Conditions and Restrictions (CC&Rs)

Action Requested by City Council

Staff is requesting Council's feedback as it relates to the possibility of amending the Downtown CCRs in order to include uses that have not previously been permitted, such as tattoo parlors.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

As a one-time primary property owner of most of the downtown properties, the City was deemed the declarant of the covenants, conditions, and restrictions (CCRs) for the downtown area. Generally speaking, this area includes the areas and properties along West Avenue, as well as those along Oak Avenue. A copy of the CCRs are included as part of this agenda item.

Over the course of the past few months, staff was made aware of the operation of a tattoo parlor on Oak Avenue. Contact was made with the operator of the business, who was informed that the operation of a tattoo parlor is not a permitted use in the Center City (CC) Zoning District. The CC Zoning District encompasses the entirety of downtown. The business owner has made application to the City for a text amendment to the Kannapolis Development Ordinance (KDO) to permit tattoo parlors as a use in the CC Zoning District. Presently, tattoo parlors are only permitted in the General Commercial (GC) Zoning District of the KDO upon issuance of a Special Use Permit (SUP).

Subsequently, after further review, staff discovered that the CCRs for the downtown area do not permit tattoo parlors as a use. The operation of a tattoo parlor is specifically prohibited under the CCR's, Article 4(13) in the downtown business district. The CCR's are enforced as a proprietary function of the City as former owner and CCRs Declarant. It is not enforced by the City under its governmental function through the KDO.

As the declarant, the City could possibly change the CCRs to allow uses that may not presently be allowed. As demonstrated in the CCRs attached, there are various other uses in addition to tattoo parlors that are presently prohibited in the downtown area of the City.

The business owner's request for a text amendment has been tabled until City Council determines whether or not to amend the CCRs. If the CCRs are not amended, the KDO text amendment request is a moot issue.

Fiscal Implications

None

Policy Issues

Amendments to the CCRs are different than amendments of the City's typical ordinances. The CCR's are enforced as a proprietary function of the City as former owner and CCRs Declarant. Amendments to the CCRs do not normally follow the standard public hearing requirements and legal notices. Notification of affected property owners, however, may be required before the City amends these covenants.

Legal Issues

The City will need to determine if amending the CCRs is within its purview as the Declarant of the CCRs.

Recommendations and Alternate Courses of Action

None. Discussion only.

Attachments

1. Downtown CCR with Imagery 2025-04-10
2. Dec, 1st Amend, 2nd Amend
3. Plat Map of DT 1 of 2
4. Plat Map of DT 2 of 2

Downtown District
CCR Map
0 112.5 225 450 Feet

COPY

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

FILED	Feb 03, 2020
AT	02:51 pm
BOOK	13983
START PAGE	0302
END PAGE	0311
INSTRUMENT #	03414
EXCISE TAX	$0.00

MKL

SCANNED AND RETURNED

Prepared by and return to: Walter M. Safrit, II, City Attorney, City of Kannapolis, 401 Laureate Way, Kannapolis, North Carolina 28081

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("**Declaration**") is executed as of January 27, 2020 by **CITY OF KANNAPOLIS,** a North Carolina municipal corporation ("**Declarant**").

A. Declarant is the owner of those parcels of real property located in Cabarrus County, North Carolina more particularly being the property acquired by Declarant by deed recorded in Book 11615, Page 176 (Tracts 1-7) and Book 11615, Page 182 (Tract 1), Cabarrus County Registry, and is located in the central business district of the City of Kannapolis and comprises a significant part of Declarant's downtown area (the "Property") being shown in Map Book 68 at Pages 106 and 107.

B. Declarant desires to preserve the character of its downtown area by imposing certain restrictive covenants on the Property, as set forth in this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants:

1. Definitions. All capitalized terms used in this Declaration shall have the meanings set forth in this **Section 1**, unless otherwise defined in this Declaration.

(a) "**Architectural Review Committee**" or "**ARC**" means the committee established by Declarant to regulate the construction and alteration of Improvements.

(b) "**Building Site**" means any parcel of land composed of a portion of the Property that is shown on any recorded plat of all or a portion of the Property as being a parcel of the Property, and that is suitable for construction of Improvements.

(c) "**Declarant Control Period**" means the period of time beginning on the date of this Declaration and ending on the first day of the Owner Control Period.

(d) "**Improvement**" or "**Improvements**" means any and all structures, betterments, construction and improvements made or placed upon any portion of the Property, and shall include, without limitation, all changes in site topography, lighting fixtures, communications equipment,

underground utilities, all buildings, roofed structures, parking areas, roads, loading docks, loading areas, fences, wall hedges, landscaping, mass plantings, poles, signs, and monuments.

(e) "**Majority of Owners**" means more than fifty percent of the Owners; provided, however, that if a Building Site has more than one owner of the fee simple interest in such Building Site, (by way of example, a condominium complex) or a development which has a property owners association which represents the fee owners as a group (by way of example, townhome development) such Building Site shall be considered to have only one vote when determining a Majority of Owners.

(f) "**Mortgagee**" means the beneficiary or holder of a Mortgage.

(g) "**Owner**" means any party and its successors, assigns, heirs and legal representatives owning a record fee simple interest in and to all or any portion of the Property (including the Declarant if it owns all or any portion of the Property); provided however, the term "Owner" shall not include any person or entity having an interest merely as security for the repayment of indebtedness or the performance an obligation.

(h) "**Owner Control Period**" means the period of time after the earlier to occur of the following: (i) Declarant no longer owns any portion of the Property or (ii) Declarant assigns its rights to appoint the members of the ARC by the execution of a written instrument that is recorded in the Cabarrus County Public Registry.

2. **General Purposes of Declaration**. The Property is hereby subjected to this Declaration for the following purposes:

(a) To encourage maintenance and development of the Property in a manner suitable for the public and that is free from danger of fire, explosion, toxic and noxious matter and other hazards, and from offensive noise, vibration, smoke, dust odorous matter and other objectionable influences or threats to public health, safety and welfare.

(b) To promote the proper and most desirable use and development of the Property in accordance with a well-considered plan and suitable for a downtown urban experience utilizing both vehicular and pedestrian travel.

(c) To protect and enhance the appearance of (including the landscaped appearance of) and to preserve the value of the Property and its component Building Sites.

(d) To protect against construction of Improvements that are of poor design or quality and to encourage construction of Improvements that utilize good quality and attractive material and good architectural and planning standards, and which are compatible with other Improvements on the Property.

(e) To preserve the historical character of the City of Kannapolis, its downtown areas and its heritage as a textile mill town, including the preservation of various aspects of life emanating from Kannapolis' rich mill village history.

(f) To promote the renovation of the Kannapolis downtown by preserving the downtown shopping district to the extent possible while recognizing the North Carolina Research Campus as an integral part of the area adjacent to the downtown.

3. **Regulation of Improvements**.

(a) **General**. No construction, demolition or site preparation on any Building Site, no change in grade or slope or drainage patterns of any Building Site, no construction or placement of any building or exterior additions or alterations to any building situated upon a Building Site, no removal of trees (except for dead, dying and diseased trees) and no construction of, demolition of or changes or additions to any other Improvement on a Building Site shall be commenced nor shall any of the same be placed, maintained or allowed to remain, on any Building Site until all the following conditions have been satisfied:

(i) an application for approval has been submitted to Declarant and ARC;

(ii) the ARC and Declarant have given written approval for the plans and specifications for the Improvements, the location of such Improvements, and the commencement of construction, all in accordance with the applicable regulations of the City of Kannapolis and terms and requirements in the architectural guidelines published by the ARC ("**Guidelines**"); and

(iii) any fees set forth in or contemplated by this **Section 3** have been paid in full by the Owner.

The provisions of this **Section 3** shall not apply to the construction or alteration of any Improvements commenced, erected or maintained by Declarant or at Declarant's direction on any portion of the Property or required and approved in the Purchase and Sale Agreement between Declarant and the Owner. Declarant may delegate to the ARC any powers or authority reserved or granted to it under this **Section 3**.

(b) **Composition of ARC**. During the Declarant Control Period, Declarant shall appoint the members of the ARC. During the Owner Control Period, the authority to appoint the members of the ARC shall automatically be vested in the Owners. Prior to December 31 of each year during the Owner Control Period, the Owners shall appoint the members of the ARC by the approval of a Majority of the Owners. The ARC shall have the right, power and authority to employ and/or use the services of any architects, engineers or other professionals as it deems necessary or advisable, in its sole discretion, to carry out its duties and obligations as described in this **Section 3**. When groups of Owners are aggregated into a formal owner's association with respect to the portion of the Property owned by such Owners (an "**Owner's Association**"), for purposes of this Section 3(b) only, "Owners" shall mean the Owner's Association and not each owner that is a member of such Owner's Association. For example, if a portion of the Property is developed into condominiums, only the condominium owner's association shall be considered to be an "Owner" for purposes of this Section 3(b), not each owner of a condominium unit.

(c) **Architectural Guidelines**. The ARC may, from time to time, publish, promulgate and amend the Guidelines. The Guidelines shall be explanatory and illustrative of the general intent of the ARC with respect to the construction of Improvements on Property and are intended as a guide to assist the ARC in reviewing plans and specifications for Improvements. The Guidelines shall also set out, among other things, the procedures for submission, review and approval of plans and specifications (for the construction of Improvements) to the ARC and the fees to be imposed by the ARC, as more specifically described in **Section 3(g)** below. In any event, the Guidelines shall not be binding upon the ARC, may be revised and amended at any time by the ARC, in its sole discretion, and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials (for the construction of Improvements) submitted to the ARC for approval. The ARC may issue and amend the Guidelines, from time to time, and may publish and promulgate different Guidelines for different phases, sections or portions of the Property.

(d) **Enforcement.**

(1) It is Declarant's intent that the architectural control provisions of this Declaration are to permit control of the architectural design and to establish quality standards for construction within the Property and to help preserve values of the Property. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners and to Declarant, and to the values of the Property, a monetary measure of which harm and damage would be difficult to establish. Accordingly, Declarant and the ARC shall have the specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this **Section 3** by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Declarant hereby specifically reserves and grants to the ARC the right of entry and inspection upon any portion of the Property for the purpose of determining whether any construction of any Improvement violates any approval by the ARC, the Guidelines, this Declaration, as amended.

(2) If Improvements are commenced or constructed in violation of this **Section 3**, Declarant may require any Owner to remove such Improvements or restore the Building Site to the condition in which it existed prior to the construction of such Improvements. If it becomes necessary to resort to litigation to determine whether any constructed Improvement was approved or conforms to the Guidelines, to remove any unapproved Improvement, or otherwise to remedy a violation of the Guidelines, Declarant shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred by Declarant and/or the ARC, if the Declarant and/or the ARC is ultimately successful in such action.

(e) **Failure of ARC to Act.** Written requests for approval of plans or specifications shall be deemed to be approved in the event the ARC has not responded to such request in writing within thirty (30) days of the submission of such request. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the ARC may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject or approve the balance.

(f) **Variances.** Upon submission of a written request, the ARC may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements which are at variance with restrictions, requirements or provisions of this Declaration from which a variance is permitted. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the Property and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the ARC has not expressly approved such request in writing within thirty (30) days of the submission of such request. No member of the ARC shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the ARC's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder against any other Owner.

(g) **Fees Required by the ARC.** The ARC, in its sole discretion, may require that each Owner submitting plans and specifications for Improvements pay one or more fees to the ARC or to Declarant as a condition to commencement of construction of such Improvements. Such fee(s), including the amount(s), payee and purpose(s) thereof shall be established by, and may be increased, from time to time, by the Declarant or ARC and shall be set forth in the Guidelines. Plans and specifications for Improvements to be constructed on any portion of the Property shall not be deemed to have been properly submitted unless and until any and all fees required by the ARC to be paid in connection with such Improvements, as provided in this **Section 3(g)** shall have been paid to the ARC or Declarant, as required by the Guidelines.

(h) **Notices and Submittals**. Notices and submittals to the ARC shall be in accordance with the notice provisions set forth, from time to time, in the Guidelines.

(i) **Limitation of Liability**. No member of the Declarant or ARC shall be liable for claims, causes of action or damages (except where occasioned by willful misconduct of such member) arising out of services performed pursuant to this **Section 3**. Neither the ARC, the members thereof, Declarant, nor any officers, directors, members, employees, agents or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of, or the failure to approve or disapprove of, any plans and specifications. The approval of plans and specifications by the ARC shall not be deemed or construed as a representation or warranty of the ARC, Declarant, or any officer, director, member, employee, agent or affiliate of any of them (i) that Improvements constructed in accordance with such plans and specifications will comply with applicable zoning ordinances, building codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations; or (ii) as to the structural soundness, quality, durability, suitability, fitness or proper functioning of Improvements constructed in accordance with such plans and specifications. Any responsibility or liability therefor is expressly hereby disclaimed. Every Owner who submits plans and specifications agrees to not bring any action or suit against Declarant, the ARC, or the officers, directors, members, employees, agents or affiliates of any of them, to recover any such damages and hereby releases, demises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Declarant shall be the sole party responsible for the performance of Declarant's obligations under this Declaration, and no other person, firm or entity, including, without limitation, any entity affiliated with Declarant, shall have any obligation or liability for Declarant's obligations under this Declaration.

(j) **Vested Approvals.** Notwithstanding anything in this Declaration to the contrary, Declarant may provide vested approval(s) for certain floorplans and/or elevations submitted by an Owner and/or waive any review fees associated therewith. Once granted by Declarant, and provided that the applicable plans do not subsequently change, any such vested approval(s) shall be irrevocable and binding on the ARC as to any Building Site owned by Owner. Once a vested approval is granted by Declarant, and provided that the applicable plans do not subsequently change, an Owner shall not be obligated to obtain any other approvals from, or pay any fees to, the ARC.

4. <u>Use Restrictions</u>.

(a) The Property shall not be utilized for any of the following prohibited uses:

(1) Any manufacturing, distilling, refining, smelting, agricultural or mining operation, including any roadside stand for the display and sale of agricultural products, and any metal products foundries, blast furnaces, coke ovens or rolling mills.

(2) Any use which involves the raising, breeding, processing, boarding, maintaining, treating or slaughter of any livestock, swine, poultry or other animals. For avoidance of any doubt, the foregoing restriction shall not apply to household pets, provided such pets are (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on patios or terraces, (iii) not kept or maintained for commercial purposes or breeding, and (iv) generally, not a nuisance.

(3) Any use that emits noise that unreasonably disturbs occupants of the property adjacent to the Property, whether due to intermittence, beat, frequency, shrillness or loudness.

(4) Any use that creates strong, unusual or offensive odors, fumes, dust or vapors.

(5) Freight terminals or truck terminals.

(6) Junkyards, scrap metal yards, stock yard or storage yard and any use involving the storage of heavy equipment or storage or processing of wrecked or junked motor vehicles or other materials (including recycling operations).

(7) Mobile home park or trailer court.

(8) Jails, prisons, labor camps, penal, detention or correctional facilities or farms.

(9) Cemetery, mortuary, funeral home, crematorium or mausoleum.

(10) Dumping, disposing, incinerating or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors), and any landfills or hazardous waste disposal or storage facilities.

(11) Outdoor racetracks, raceways and drag strips.

(12) Massage parlors (other than first class therapeutic massage facilities offering massages by licensed professionals), topless night clubs, adult movie theater, adult video store, adult bookstore or similar adult-oriented business operations.

(13) Flea market, pawnshop; amusement park (other than on a temporary basis), carnival (other than on a temporary basis), bingo parlor, shooting gallery, gun club, shooting range, off-track betting parlor or other gambling establishment; tattoo parlor, body-piercing establishment, discotheque, or night club, video or game center, amusement center or arcade.

(14) Central laundry, dry cleaning plant or laundromat; provided, however, this restriction shall not be construed to prevent on-site pickup and delivery by consumers in connection with laundry or dry-cleaning businesses, provided that no on-site cleaning or processing activities are conducted on the Property.

(15) Warehouse and/or storage uses (excluding storage for retail purposes within the Property and incidental to any retail use conducted within the Property).

(16) Selling or leasing new or used automobiles, trucks, trailers or recreational vehicles; any automotive service or repair facility.

(17) Any establishment which stocks, displays, sells, rents or offers for sale or rent any merchandise or material commonly used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance, including, without limitation, any hashish pipe, waterpipe, bong, cilium, pipe screens, rolling papers, rolling devices, coke spoons or roach clips.

(18) Veterinary clinic or kennel.

(19) Plasma and/or blood bank or donation facility.

(20) Drug or alcohol treatment facility or methadone clinic.

(b) **Right to Enter**. During reasonable business hours after at least one hour prior notice to the Owner, Declarant or its authorized agents, shall have the right to enter any Building Site, but not the insides of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. Declarant or its agents must present themselves at the main office of the Owner on the Building Site or at such other comparable location at the Building Site, present appropriate identification or credentials to the Owner or the Owner's authorized representative prior to any further inspection of the Building Site, and, at the Owner's discretion, be accompanied by the Owner or the Owner's authorized representative during any such inspection. Any such entry shall constitute an authorized entry.

5. **Binding Effect**. Every person or entity who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Property. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create a mutual, equitable servitude upon each portion of the Property in favor of every other portion of the Property; shall create reciprocal rights and obligations between the respective Owners of any portion of the Property; and, as to the Owners, shall operate as covenants running with the land, for the benefit of the rest of the Property.

6. **Amendment**. This Agreement shall not be modified or amended in any respect except by a written instrument executed by Declarant. Notwithstanding the foregoing, the City Manager, to the extent permitted by a Resolution of Council, is authorized to amend this Agreement without Council approval pursuant to the terms stated therein.

7. **No Delay**. No delay or failure on the part of Declarant to invoke an available remedy with respect to a violation of any restriction contained in this Declaration shall be held to be a waiver by Declarant of any right available to it upon the recurrence or continuance of that violation or the occurrence of a different violation.

8. **Governing Law**. North Carolina law governs this Declaration.

9. **Enforcement**.

(a) **Responsibility of Owner**. Each Owner shall be responsible for compliance with the terms, provisions and conditions of this Declaration by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.

(b) **Abatement and Suit**. Violation or breach of any restriction herein contained shall give to the Declarant and every Owner subject to this Declaration, the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate or is permitting the violation on its Building Site of any of these restrictions, including, without limitation, actions to enjoin or prevent such Owner from doing so, to cause said violation to be remedied, or to recover actual damages for said violation.

(c) **Deemed to Constitute a Nuisance**. Any action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such action or omission and may be exercised by the Declarant or by any Owner.

(d) **Attorney's Fees**. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, the Declarant or ARC in any such proceeding shall be entitled to recover from the losing party against whom a final, unappealable order is issued the party's or parties' actual out of pocket costs and expenses including, but not limited to, its attorney's fees and expenses incurred in connection with or related to such proceeding in such amounts as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedies.

(e) **Failure to Enforce Not a Waiver of Rights**. The failure of the Declarant or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the Declarant for any failure, refusal or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

[Signature and Notary Acknowledgment Page Follows]

Declarant has caused this Declaration to be executed by its duly authorized officer as of the day and year first above written.

City of Kannapolis, North Carolina

By: _____

Michael B. Legg
City Manager

ATTEST:

_____
Rebecca Barbee, Acting City Clerk

[CORPORATE SEAL]

Approved as to form:

_____
Walter M. Safrit, II, City Attorney

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, _____, a Notary Public of the State and County aforesaid, certify that Rebecca Barbee personally came before me this day and acknowledged that she is Acting City Clerk of the City of Kannapolis, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its Acting City Clerk.

WITNESS my hand and official seal, this 31 day of January, 2020.

_____
Notary Public
Printed Name: _____
My commission expires: 08/04/2024

Attachment

Resolution #2020-03

RESOLUTION APPROVING EXECUTION OF A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, North Carolina General Statutes, Chapter 160A, Article 19, Part 8, authorizes municipalities to engage in appropriations and expend funds for community development programs and activities for restoration or preservation of blighted, deteriorated, undeveloped or inappropriately developed properties for sound community development and growth; and

WHEREAS, North Carolina municipalities are encouraged to acquire such properties for public purposes or community development projects with redevelopers for residential, recreational, commercial or other uses for the general benefit of its citizens; and

WHEREAS, the Kannapolis City Council adopted a Master Development for Downtown Kannapolis on July 25, 2016 setting forth a vision for the City's central business district with the intention to engage developers to create downtown development projects intended to achieve one or more of the goals contained in the Master Development Plan; and

WHEREAS, the City has acquired real property in the central business district which the City Council desires to encumber with covenants, conditions and restrictions designed to encourage maintenance and development of property in a manner best suited to promote a proper and most desirable use of the property; and

WHEREAS, pursuant to and consistent with the provisions of North Carolina General Statutes 160A-457, 160A-457.3 and 158-7.1 the City Council desires to approve and record the attached Declaration of Covenants, Conditions and Restrictions to accomplish the goals stated herein.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Covenants, Conditions and Restrictions attached hereto is hereby approved and adopted; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute and record in the Cabarrus Registry the Declaration on behalf of the City subject to the correction of clerical, typographical and other non-substantive changes, or modifications as may be necessary, desirable and consistent with the intent of this Resolution.

Adopted this the 27th day of January, 2020.

Milton D. Hinnant, Mayor

ATTEST:

Rebecca Barbee
Acting City Clerk

FILED ELECTRONICALLY
CABARRUS COUNTY NC
M. WAYNE NIXON

FILED	Sep 01, 2020
AT	04:31:00 PM
BOOK	14465
START PAGE	0119
END PAGE	0125
INSTRUMENT #	29488
EXCISE TAX	$0.00

Drawn by and mail after recording to:
Alexander Ricks PLLC (MJH)
1420 E. 7th Street, Suite 100, Charlotte, NC 28204

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Amendment") is made as of the 1 day of September, 2020 (the "Effective Date"), by the **CITY OF KANNAPOLIS,** a North Carolina municipal corporation (the "City").

RECITALS:

WHEREAS, Atlantic American Properties, Inc., a Delaware corporation (the "Declarant"), made and entered into that certain Declaration of Protective Covenants and Restrictions dated September 29, 1995 and recorded in Book 1495, Page 166 of the Cabarrus County Register of Deeds (the "Declaration"); and

WHEREAS, in accordance with Article V, Section 3 of the Declaration, City, as owner of the property on Exhibit A (the "City Property"), owns at least two-thirds (2/3) of the Lots subject to the Declaration and, therefore, desires to amend the Declaration as set forth herein, and any beneficiary (and the trustee thereof, if applicable) of any mortgage or deed of trust of record affecting the City Property has consented to this Amendment.

NOW, THEREFORE, the Declaration is hereby amended in accordance with the terms thereof as follows:

Submitted electronically by "Hamilton Stephens Steele + Martin, PLLC"
in compliance with North Carolina statutes governing recordable documents
01424 and the terms of the Memorandum of Understanding with
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

Drawn by and mail after recording to:
Alexander Ricks PLLC (MJH)
1420 E. 7th Street, Suite 100, Charlotte, NC 28204

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Amendment") is made as of the 1 day of September, 2020 (the "Effective Date"), by the **CITY OF KANNAPOLIS,** a North Carolina municipal corporation (the "City").

RECITALS:

WHEREAS, Atlantic American Properties, Inc., a Delaware corporation (the "Declarant"), made and entered into that certain Declaration of Protective Covenants and Restrictions dated September 29, 1995 and recorded in Book 1495, Page 166 of the Cabarrus County Register of Deeds (the "Declaration"); and

WHEREAS, in accordance with Article V, Section 3 of the Declaration, City, as owner of the property on Exhibit A (the "City Property"), owns at least two-thirds (2/3) of the Lots subject to the Declaration and, therefore, desires to amend the Declaration as set forth herein, and any beneficiary (and the trustee thereof, if applicable) of any mortgage or deed of trust of record affecting the City Property has consented to this Amendment.

NOW, THEREFORE, the Declaration is hereby amended in accordance with the terms thereof as follows:

1. Incorporation by Reference. The recitals above are hereby incorporated into this Amendment. Capitalized terms used but not defined herein shall have the meanings given them in the Declaration.

2. Property. Exhibit A to the Declaration is hereby amended by releasing the property described on Exhibit B attached hereto and incorporated herein (the "Released Property") from the scope and scheme of such Declaration. From and after the Effective Date, the Released Property shall no longer be encumbered or restricted by the Declaration.

3. Governing Law. The terms and conditions of this Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina. This Amendment shall bind and run with the Property.

4. Miscellaneous. Except as modified by this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect. If there is any conflict between this Amendment and the Declaration, this Amendment shall control. Except where the context otherwise requires, all references in this Amendment to the Declaration shall be deemed to include the provisions of this Amendment. The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the owners of the Property, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the City has caused this Amendment to be executed and delivered as of the day and year first above written.

CITY:

CITY OF KANNAPOLIS,
a North Carolina municipal corporation

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

ATTEST:

By: Bridgette Bell
Name: Bridgette Bell
Title: City Clerk

STATE OF North Carolina

COUNTY OF Cabarrus

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Bridgette Bell, personally appeared before me this day and acknowledged that s/he is the 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 its City Manager, sealed with its municipal seal and attested by her/~~him~~ as its City Clerk.

Witness my hand and official seal, this the 1st day of September 2020.

Rebecca Barbee
Notary Public

Rebecca Barbee
Print Name

My commission expires: 10/19/23

REBECCA BARBEE NOTARY PUBLIC CABARRUS COUNTY, NC

South Main Street Offices, Lot 2:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being a 0.593 acre tract, and being part of Lots 1, 2 and an unnumbered area in Block "A", Kannapolis Subdivision S.W. Section 1, a map of which is recorded in the Office of the Register of Deeds for Cabarrus County, North Carolina in Map Book 20, page 39, and being more particularly described as follows:

BEGINNING at a new iron pin on the south side of the property of Eddie B. Durham (Deed Book 524, page 23; Deed Book 568, page 494; and Deed Book 571, page 223), said beginning point lying two calls as follows from an existing drill hole at the northwest corner of the property of Durham: 1) S. 28-39-58 W. 133.39 feet to an existing iron rod, 2) S. 59-30-44 E. 187.34 feet to a new iron pin, being the point of beginning, and said beginning point lying S. 37-03-35 W. 5433.25 feet from N.C.G.S. Monument "Kannapolis" (N:643604.263 and E:1519642.418) and runs thence from said beginning point with the south side of Durham S. 59-30-44 E. 43.48 feet to a point in the west track of Southern Railroad; thence a line with said railroad S. 28-46-09 W. 131.22 feet to a point on the north side of East "C" Street; thence N. 62-46-31 W. 189.07 feet to a PK nail at the southwestern corner of Lot 1 in Block "A", Kannapolis Subdivision S.W. Section 1, Map Book 20, page 39; at the northeast intersection of East "C" Street and S. Main Street; thence with the east side of S. Main Street N. 28-39-58 E. 141.99 feet to an existing iron rod, the southwestern corner of said Durham property; thence with Eddie B. Durham property S. 59-30-44 E. 145.86 feet to the point of BEGINNING.

Loop Road Offices, Lot 1:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being a portion of Block "A", KANNAPOLIS SUBDIVISION, S.W. Section VI, Map Book 20, page 6, and being more particularly described as follows:

BEGINNING at a new iron pin at the northeast corner of Lot 600 in the northwestern line of Lot 312, Block "A", Kannapolis Subdivision, S.W. Section VI (Map Book 20, page 6) and runs thence with the northeastern boundary of the property of Lot 600 and Lot 313, N. 24-40-05 W. 185.03 feet (passing a new iron pin at 177.23 feet) to a new drill hole on the south side of S. Juniper Street; thence with the S. Juniper Street right of way 4 calls as follows: 1) N. 65-06-30 E. 180.68 feet to a point; 2) S. 24-48-50 E. 9.30 feet to a new iron pin; 3) N. 65-11-10 E. 220.57 feet to a new iron pin; 4) S. 68-18-56 E. 39.18 feet to a new iron pin on the west side of Kannapolis Loop Road (said point having a tie line to an existing tack on the centerline intersection of Kannapolis Loop Road and S. Juniper Street N. 13-41-21 E. 64.26 feet) and runs thence with the west side of Kannapolis Loop Road S. 21-48-59 E. 240.00 feet to a new iron pin; thence S. 28-03-11 W. 33.78 feet to a new iron pin on the north side of the Pine Street right of way; thence with the Pine Street right of way 3 calls as follows: 1) S. 65-07-22 W. 118.15 feet to a point; 2) S. 24-52-38 E. 1.23 feet to a point; 3) S. 65-07-22 W. 235.66 feet to a new iron pin on the northeastern side of Lot 312; thence with the Lot 312 boundary N. 24-47-06 W. 62.66 feet to an existing iron rod; thence N. 46-13-04 W. 55.31 feet to a nail by an existing rod; thence S. 65-04-33 W. 15.25 feet to the point of BEGINNING.

Loop Road Offices, Lot 4:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being a part of Lot 1, Block "A", part of Lots 1, 2, 3, 4 and an unnumbered area in Block "B" and a portion of the sixty (60) foot right of way for Mulberry Avenue withdrawn from dedication, KANNAPOLIS SUBDIVISION, S.W. Section V, Map Book 20, page 4, and being more particularly described as follows:

BEGINNING at a new drill hole on the south side of Vance Street, said point lying S. 40-03-20 E. 73.07 feet from a PK nail at the centerline intersection of Vance Street and Kannapolis Loop Road and runs thence with the south side of Vance Street S. 61-25-42 E. 219.27 feet to a point; thence S. 39-41-45 W. 343.70 feet (passing an existing iron pin at 33.66 feet) to an existing iron rod in Lot 1 of Block "A", Kannapolis Subdivision S.W. Section V (Map Book 20, page 4); thence N. 50-26-59 W. 191.25 feet to an existing iron rod on the east side of Kannapolis Loop Road; thence with the east side of Kannapolis Loop Road 4 calls as follows: 1) N. 35-12-26 E. 107.60 feet to a point; 2) thence with a curve to the left at a radius of 753.70 feet (having a chord bearing and distance of N. 34-09-33 E. 27.57 feet) for a distance of 27.57 feet to a point; 3) N. 33-17-20 E. 142.47 feet to a new iron pin; 4) N. 46-33-33 E. 25.77 feet to the point of **BEGINNING.**

EXHIBIT A

CITY PROPERTY

Oak Avenue, Lot 1:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being a 2.846 acre tract as shown on "Plat of Property of Atlantic American Properties, Inc." Original Survey by Mel G. Thompson and Associates, P.A. September 29th., 1993, plat prepared August 3rd., 1995 then revised September 18th., 1995 and being more particularly described as follows:

BEGINNING at a point in the centerline of Oak Avenue said point lying S. 61-29-26 E. 78.68 feet from an existing PK nail at the back of curb and runs thence from said beginning point with the Oak Avenue Mall boundary 5 calls as follows: 1) N. 61-29-26 W. 267.87 feet to a new iron pin (passing an existing PK nail at 78.68 feet); 2) N. 28-38-50 E. 89.73 feet to a new iron pin; 3) N. 40-50-02 W. 71.53 feet to an existing iron rod; 4) S. 51-49-13 W. 52.00 feet to a new iron pin; 5) N. 24-53-38 W. 223.60 feet to an existing iron rod in the back of the curb bordering S. Chestnut Street; thence with said street N. 65-07-58 E. 255.55 feet to a point in the centerline of West "A" Street; thence with West "A" Street 3 calls as follows: 1) S. 24-56-11 E. 216.87 feet to a point; 2) a curve to the left - Chord Bearing and distance of S. 42-42-57 E. 117.38 feet, Radius of 192.21 feet, Arc Length of 119.29 feet to a point; 3) S. 60-29-43 E. 98.32 feet to a point in the centerline intersection of West "A" St. with Oak Ave.; thence with the centerline of Oak Avenue S. 28-51-05 W. 236.96 feet to the point of BEGINNING.

South Main Street Offices, Lot 1:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being Lots 1 through 7, Block "D", KANNAPOLIS SUBDIVISION S.W. Section 1, a map of which is recorded in the Office of the Register of Deeds for Cabarrus County in Map Book 20, page 39, and being more particularly described as follows:

BEGINNING at a PK nail at the southwestern corner of the intersection of S. Main Street (U.S. Hwy 29-A) and Cabarrus Avenue, said beginning point lying N. 65-53-03 W. 45.23 feet from the northwestern corner of Lot 10, Block "C", KANNAPOLIS SUBDIVISION S.W. Section 1, Map Book 20, page 39, and runs thence with the west side of S. Main Street four calls as follows: 1) S. 20-09-11 W. 48.62 feet to a point; 2) S. 19-16-46 W. 71.30 feet to an existing iron rod; 3) S. 18-41-59 W. 68.79 feet to an existing iron rod; 4) S. 18-17-15 W. 101.89 feet to an existing PK nail at the northwestern intersection of S. Main Street and West "D" Street and runs thence with the north side of West "D" Street N. 51-35-22 W. 304.43 feet to an existing 1/2 inch iron rod; thence continuing with West "D" Street N. 51-38-12 W. 115.49 feet to a PK nail set at the northeast intersection of West "D" Street and West Avenue; thence with the east side of West Avenue N. 27-27-39 E. 215.72 feet to a PK nail at the southeastern intersection of West Avenue and Cabarrus Avenue; thence with the south side of Cabarrus Avenue S. 61-17-49 E. 369.33 feet to the point of BEGINNING.

EXHIBIT B

RELEASED PROPERTY

South Main Street Offices, Lot 1:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being Lots 1 through 7, Block "D", KANNAPOLIS SUBDIVISION S.W. Section 1, a map of which is recorded in the Office of the Register of Deeds for Cabarrus County in Map Book 20, page 39, and being more particularly described as follows:

BEGINNING at a PK nail at the southwestern corner of the intersection of S. Main Street (U.S. Hwy 29-A) and Cabarrus Avenue, said beginning point lying N. 65-53-03 W. 45.23 feet from the northwestern corner of Lot 10, Block "C", KANNAPOLIS SUBDIVISION S.W. Section 1, Map Book 20, page 39, and runs thence with the west side of S. Main Street four calls as follows: 1) S. 20-09-11 W. 48.62 feet to a point; 2) S. 19-16-46 W. 71.30 feet to an existing iron rod; 3) S. 18-41-59 W. 68.79 feet to an existing iron rod; 4) S. 18-17-15 W. 101.89 feet to an existing PK nail at the northwestern intersection of S. Main Street and West "D" Street and runs thence with the north side of West "D" Street N. 51-35-22 W. 304.43 feet to an existing 1/2 inch iron rod; thence continuing with West "D" Street N. 51-38-12 W. 115.49 feet to a PK nail set at the northeast intersection of West "D" Street and West Avenue; thence with the east side of West Avenue N. 27-27-39 E. 215.72 feet to a PK nail at the southeastern intersection of West Avenue and Cabarrus Avenue; thence with the south side of Cabarrus Avenue S. 61-17-49 E. 369.33 feet to the point of **BEGINNING.**

FILE COPY

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

FILED	Jan 15, 2016
AT	04:14 pm
BOOK	11753
START PAGE	0311
END PAGE	0324
INSTRUMENT #	01115
EXCISE TAX	$0.00

EBV

This instrument was prepared by,
and, when recorded, return to:

Gary W. Swindell, Esquire
Swindell & Bond, PLLC
227 West Trade Street, Suite 2030
Charlotte, North Carolina 28202

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

SUPPLEMENTAL RELEASE OF REAL PROPERTY FROM EFFECT OF MASTER DECLARATION

THIS SUPPLEMENTAL RELEASE OF REAL PROPERTY FROM EFFECT OF MASTER DECLARATON (the "Release") is made as of the 11th day of November, 2015 (the "Effective Date") by **CASTLE & COOKE NORTH CAROLINA, LLC**, a Delaware limited liability company ("CCNC"); **CASTLE & COOKE-NCRC PROPERTIES 1, LLC**, a North Carolina limited liability company ("Properties 1"); **CASTLE & COOKE-NCRC PROPERTIES 2, LLC**, a Delaware limited liability company ("Properties 2"); **CASTLE & COOKE-NCRC PROPERTIES 3, LLC**, a North Carolina limited liability company ("Properties 3"); **CASTLE & COOKE-NCRC PROPERTIES 4, LLC**, a Delaware limited liability company ("Properties 4"); **CASTLE & COOKE-NCRC PROPERTIES 5, LLC**, a Delaware limited liability company ("Properties 5"); **CASTLE & COOKE-NCRC PROPERTIES 6, LLC**, a Delaware limited liability company ("Properties 6"); **DAVID H. MURDOCK RESEARCH INSTITUTE**, a North Carolina not-for-profit corporation ("DHMRI"); and **CITY OF KANNAPOLIS**, a North Carolina municipal corporation (the "City") (CCNC, Properties 1, Properties 2, Properties 3, Properties 4, Properties 5, Properties 6, DHMRI and the City are sometimes individually referenced herein as an "Owner" and are sometimes collectively referenced herein as the "Owners").

(File City of Kannapolis)

RECITALS:

A. Owners are all of the current owners of the real property or condominium units, as applicable, within the North Carolina Research Campus, located in Cabarrus and Rowan Counties, North Carolina (the "Research Campus").

14/36

B. The portion of the Research Campus that is located in Cabarrus County, North Carolina is defined, delineated and otherwise encumbered by: (i) that certain Master Declaration of Covenants, Conditions and Restrictions, dated as of March 25, 2008 (the "Original Master Declaration"), and recorded on April 2, 2008 in Deed Book 8157, Page 291 of the Office of the Register of Deeds of Cabarrus County (the "Cabarrus Public Registry"); (ii) that certain First Supplement to Master Declaration of Covenants, Conditions and Restrictions, dated as of April 7, 2008 (the "First Supplement"), and recorded on April 16, 2008 in Deed Book 8183, Page 131 of the Cabarrus Public Registry; and (iii) that certain Second Supplement to Master Declaration of Covenants, Conditions and Restrictions, dated as of June 26, 2008 and recorded on June 27, 2008 in Deed Book 8314, Page 66 of the Cabarrus Public Registry (the "Second Supplement")(the Original Master Declaration, the First Supplement and the Second Supplement are collectively referenced herein as the "Master Declaration").

C. The Second Supplement incorporates into the Master Declaration that certain unimproved real property (the "First-Described Property") more fully described in Exhibit C to that certain Release of Real Property from Master Declaration (the "First Release"), which was recorded on October 1, 2015 (the "Recordation Date") in Book 11615, Page 162 of the Cabarrus County Public Registry.

D. The City recently acquired the First-Described Property from CCNC, using a legal description for the First-Described Property that, because of an updated survey, differed from the legal description for the First-Described Property (the real property description of the property so acquired by the City from CCNC is attached hereto as Exhibit D, which, by this reference, is made a part hereof and which, for purposes of this Release, is defined herein as the "City-Described Property").

E. In order to insure that all of the City-Described Property has been released from the lien, operation and effect of the Master Declaration, taking into account any non-material difference between the First-Described Property and the City-Described Property, the Owners have agreed to execute and record this Release.

NOW, THEREFORE, in consideration of the Recitals (which, by this reference, are hereby incorporated into the operative and enforceable provisions of this Release), the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Owners agree as follows:

1. Release. Effective as of the Recordation Date, the Owners agree to release, and by these presents do hereby release, the City-Described Property from the lien, operation and effect of the Master Declaration. The release set forth herein is intended to modify the Master Declaration in the manner described in Section 11.2 of the Original Master Declaration, and by execution hereof, each Owner confirms that the release does not materially alter the rights or obligations of such Owner under the Master Declaration.

2. Payment of Assessments. Effective as of the Effective Date, the Owners acknowledge and agree that the owner of the City-Described Property shall have no further obligation for payment of any assessments that may be due and payable pursuant to the Master Declaration and that no lien for payment of such assessments shall attach to the City-Described Property from and after the Recordation Date.

3. Recordation of Release. The Owners acknowledge and agree that this Release shall be recorded in the Cabarrus County Registry by the City promptly after full execution of this Release by all of the Owners.

4. Counterparts. The Owners agree that this Release may be executed in one or more counterparts, all of which shall constitute one instrument.

IN WITNESS WHEREOF, all of the Owners have executed and delivered this Release as of the Effective Date.

CASTLE & COOKE NORTH CAROLINA, LLC, a Delaware limited liability company

By: _____
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: _____
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 1, LLC, a North Carolina limited liability company

By: _____
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: _____
Printed Name: Dean Pillion
Title: Vice President – Tax

CASTLE & COOKE-NCRC PROPERTIES 2, LLC, a Delaware limited liability company

By: _____
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: _____
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 3, LLC, a North Carolina limited liability company

By: _____
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: _____
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 4, LLC, a Delaware limited liability company

By: _____
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: _____
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 5, LLC, a Delaware limited liability company

By: _____
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: _____
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 6, LLC, a Delaware limited liability company

By: _____
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: _____
Printed Name: Dean Pillion
Title: Vice President - Tax

DAVID H. MURDOCK RESEARCH INSTITUTE, a North Carolina not-for-profit corporation

By: _____
Printed Name: JOHN CAVANAUGH
Title: INTERIM PRESIDENT, DHMRI

By: _____
Printed Name: _____
Title: _____

CONTINUATION OF SIGNATURES FOR RELEASE OF REAL PROPERTY FROM EFFECT OF MASTER DECLARATION

CITY OF KANNAPOLIS,
a North Carolina municipal corporation

By: _____

Printed Name: Michael B. Legg

Title: City Manager

Notary Acknowledgment for Castle & Cooke North Carolina, LLC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A Silvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

ANNAMARIA SILVESTRO
COMM. # 2106758
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAY 10, 2019

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 1, LLC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A Silvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

ANNAMARIA SILVESTRO
COMM. # 2106758
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAY 10, 2019

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 2, LLC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANNAMARIA SILVESTRO
COMM. # 2106758
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAY 10, 2019

A Silvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 3, LLC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/~~are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A Silvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

My commission expires: May 10, 2019

ANNAMARIA SILVESTRO
COMM. # 2106758
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAY 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 4, LLC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) SS
County of Los Angeles)

On Nov. 11 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/~~are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A Silvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

ANNAMARIA SILVESTRO
COMM. # 2106758
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAY 10, 2019

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 5, LLC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/~~are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A Silvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

ANNAMARIA SILVESTRO
COMM. # 2106758
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAY 10, 2019

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 6, LLC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A Silvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

ANNAMARIA SILVESTRO
COMM. # 2106758
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAY 10, 2019

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for DAVID H. MURDOCK RESEARCH INSTITUTE
– a North Carolina not for profit organization

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certification is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina

County of Cabarrus

On December 2, 2015 before me, Nikki Chadwick , Notary Public the undersigned notary public, personally appeared John Cavanagh and proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Subscribed and sworn to (or affirmed) before me, under penalties of perjury, this 2 day of Dec, 20 15

WITNESS my hand and official seal.

Nikki Chadwick

NIKKI CHADWICK, Notary Public

My Commission Expires: June 11, 2019

NIKKI CHADWICK NOTARY PUBLIC CABARRUS COUNTY, N.C. MY COMMISSION EXPIRES 6/11/2019

[Official Stamp/Seal]

Notary Acknowledgment for City of Kannapolis

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael B. Legg, City Manager, City of Kannapolis
[here insert names of principals].

Date: 1/7/16

Rebecca Barbee

Printed or Typed Name: Rebecca Barbee
Notary Public

My commission expires: 10/19/18

[Official Stamp/Seal]

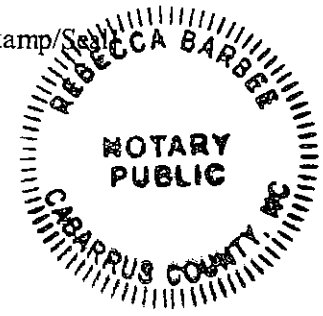


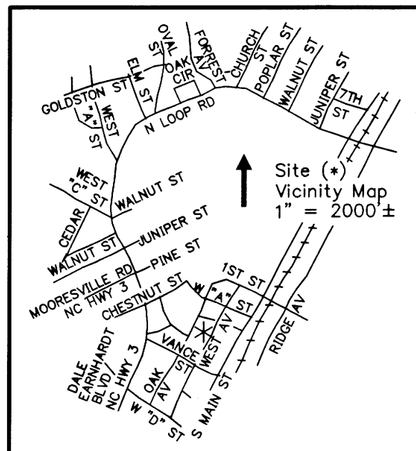
EXHIBIT D
To
Release of Real Property From Effect of Master Declaration

Description of Released Property

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina and being more particularly described as follows:

Those three (3) certain tracts or parcels of land of Castle & Cooke North Carolina, LLC, described as follows: (i) Castle & Cooke North Carolina, LLC, Mbk 56, Pages 19-23, Tract 11; (ii) Castle & Cooke North Carolina, LLC, 8453-206, pin #5614 50 7359; and (iii) Castle & Cooke North Carolina, LLC, pin # 5614 50 8304, all as shown on Recombination Plat Boundary Surveys, prepared by Mel G. Thompson & Associates, PA, recorded on July 24, 2015 in Map Book 68, Page 107, Cabarrus County Public Registry.

BK 68 Pg 107



REFERENCE SURVEYS BY THIS COMPANY:
1) Boundary Survey – 30.929 Acres
September 29, 1993 / JOB # 930813 & 15
2) Boundary Survey – 6.470 Acres
September 22, 1993 / JOB # 930816 & 26
3) Boundary Survey – 0.213 Acres
August 4, 1998 / JOB # 980715
Ref. DBK 2325, PG 172
4) Boundary Survey – 1.515 Acres
August 6, 2003 / JOB # 020203
Ref. DBK 5701, PG 366
5) Boundary Survey – 0.721 Acres
January 8, 2003 / JOB # 020509
Ref. DBK 5013, PG 110
6) Boundary Survey – NCRC
May, 2008 / JOB # 080415
Ref. MBK 56, PGS 19–23
DBK 8453, PG 206

CERTIFICATE OF SURVEY AND ACCURACY

State of North Carolina, Cabarrus County

I, Mel G. Thompson, certify that this plat was drawn under my supervision from an actual survey made under my supervision ; that the ratio of precision is 1 : 10,000 + ; that the boundaries not surveyed are shown as broken lines plotted from information found in documents of record as shown hereon ; that this plat was prepared in accordance with G.S. 47 – 30 as amended. Witness my original signature, license number and seal this 21st day of July , 2015.

Mel G. Thompson, P.L.S. (L–2484)

NORTH CAROLINA PROFESSIONAL SEAL L–2484 LAND SURVEYOR MEL G. THOMPSON

CERTIFICATE OF CATEGORY STATEMENT

I, Mel G. Thompson, Professional Land Surveyor No. L–2484, certify that the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street and that this plat is of a survey of another category, such as the recombination of existing parcels, a court–ordered survey or other exception to the definition of subdivision.

Mel G. Thompson, Professional Land Surveyor No. L–2484

NOTE:
1) MONUMENT DESCRIPTIONS REPRESENT THOSE AT TIME OF REFERENCED SURVEYS, UNLESS INDICATED OTHERWISE BY DATE OF FIELD VERIFICATION.

LEGEND:
n.i.p. = New Iron Pin, (SET)
e.i.p. = Existing Iron Pipe, as described (FOUND)
e.i.r. = Existing Iron Rod , as described (FOUND)
cp = Computed Point
No Physical Monumentation
= SURVEYED LINES – SOLID
(NO NEW OVERALL SURVEY SEE REFERENCED SURVEYS & NOTE #1)
= ROAD RIGHT OF WAY
= EASEMENTS LINES
= LOT/TRACT/DEED LINES
= ADJOINING PROPERTY LINES

REVISION CHART		
DATE	INITIALS	EXPLANATION
7/3/2015	RG	BOUNDARY REVISIONS
7/21/2015	RG	BOUNDARY REVISIONS

This property is subject to the maintenance of any public utilities not evident and to any rights–of–way, easements, or agreements of record prior to or at date of survey.

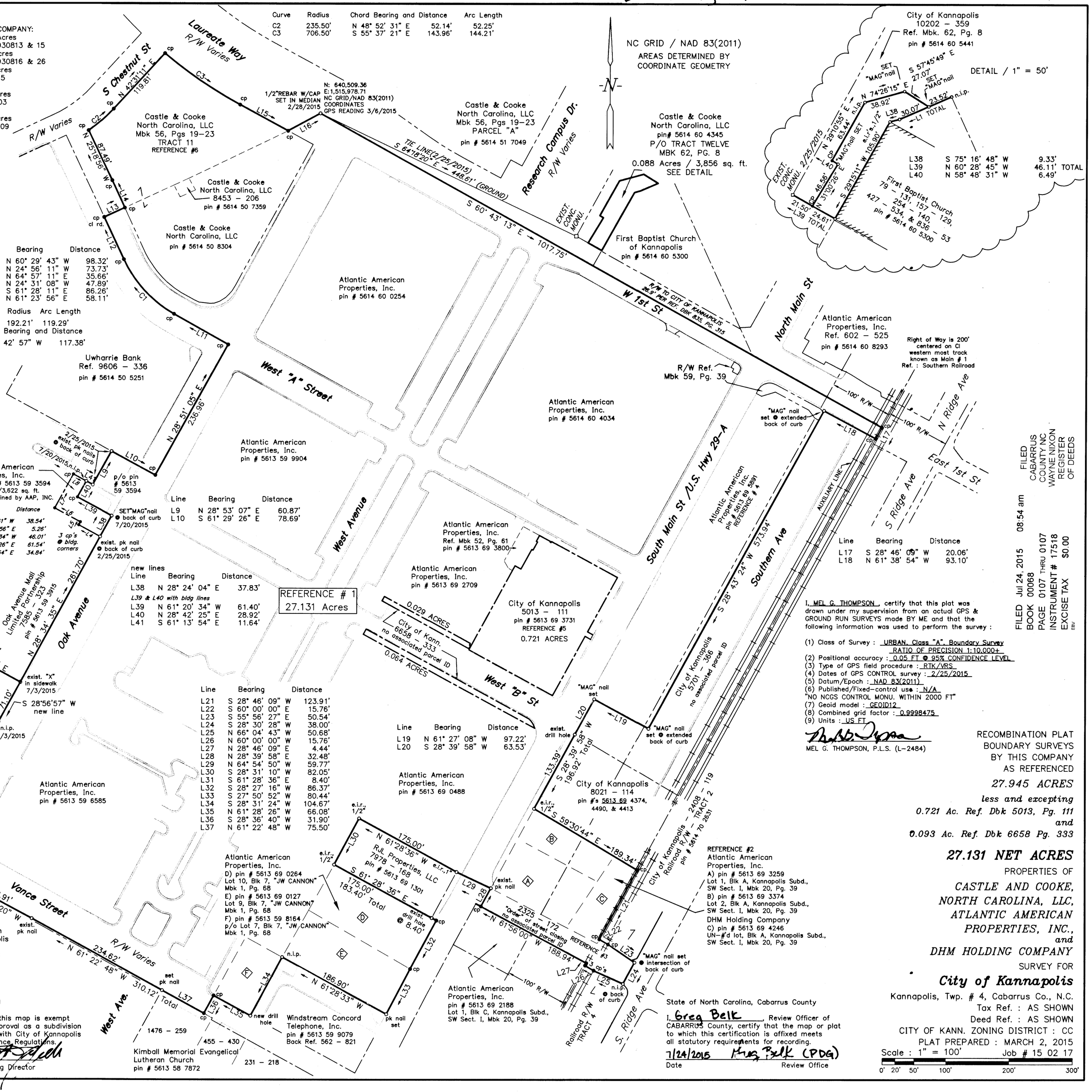
As of the date (2/25/2015) of this Survey this property does not lie in a Special Flood Hazard Zone.
Reference : Map #s 3710561300J & 3710561400J
Published by : Federal Emergency Management Agency
Map Revised : June 16, 2009

Mel G. Thompson & Associates, PA
PROFESSIONAL LAND SURVEYORS
303 South Main Street
Kannapolis, N.C. 28081
Telephone (704) 938–4661
Corporate License # (C–0686)

CERTIFICATE OF EXEMPTION

It is hereby certified that this map is exempt from City of Kannapolis approval as a subdivision plat and is in compliance with City of Kannapolis Unified Development Ordinance Regulations.

7-22-15 Date — Planning Director



I, MEL G. THOMPSON, certify that this plat was drawn under my supervision from an actual GPS & GROUND RUN SURVEYS made BY ME and that the following information was used to perform the survey :

(1) Class of Survey : URBAN, Class "A", Boundary Survey RATIO OF PRECISION 1:10,000+
(2) Positional accuracy : 0.05 FT @ 95% CONFIDENCE LEVEL
(3) Type of GPS field procedure : RTK/VRS
(4) Dates of GPS CONTROL survey : 2/25/2015
(5) Datum/Epoch : NAD 83(2011)
(6) Published/Fixed–control use : N/A
"NO NCGS CONTROL MONU. WITHIN 2000 FT"
(7) Geoid model : GEOID12
(8) Combined grid factor : 0.9998475
(9) Units : US FT

MEL G. THOMPSON, P.L.S. (L–2484)

RECOMBINATION PLAT
BOUNDARY SURVEYS
BY THIS COMPANY
AS REFERENCED

27.945 ACRES
less and excepting
0.721 Ac. Ref. Dbk 5013, Pg. 111
and
0.093 Ac. Ref. Dbk 6658 Pg. 333

27.131 NET ACRES

PROPERTIES OF
CASTLE AND COOKE, NORTH CAROLINA, LLC, ATLANTIC AMERICAN PROPERTIES, INC., and DHM HOLDING COMPANY
SURVEY FOR
City of Kannapolis

Kannapolis, Twp. # 4, Cabarrus Co., N.C.
Tax Ref. : AS SHOWN
Deed Ref. : AS SHOWN
CITY OF KANN. ZONING DISTRICT : CC
PLAT PREPARED : MARCH 2, 2015
Scale : 1" = 100' Job # 15 02 17

0' 20' 50' 100' 200' 300'

State of North Carolina, Cabarrus County

I, Greg Belk, Review Officer of CABARRUS County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

7/24/2015 Date — Greg Belk (PDG) Review Officer

FILED Jul 24, 2015 08:54 am
BOOK 00068 PAGE 0107 THRU 0107
INSTRUMENT # 17518
EXCISE TAX $0.00
EBV

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

Bk 15 Pg 136

I, MEL G. THOMPSON, certify that this plat was drawn under my supervision from an actual GPS & GROUND RUN SURVEYS made BY ME and that the following information was used to perform the survey :

(1) Class of Survey : URBAN, Class "A", Boundary Survey
RATIO OF PRECISION 1:10,000+
(2) Positional accuracy : 0.05 FT @ 95% CONFIDENCE LEVEL
(3) Type of GPS field procedure : RTK/VRS
(4) Dates of GPS CONTROL survey : 2/25/2015
(5) Datum/Epoch : NAD 83(2011)
(6) Published/Fixed-control use : N/A
"NO NCGS CONTROL MONU. WITHIN 2000 FT"
(7) Geoid model : GEOID12
(8) Combined grid factor : 0.9998475
(9) Units : US FT

MEL G. THOMPSON, P.L.S. (L-2484)

NC GRID / NAD 83(2011)
AREAS DETERMINED BY
COORDINATE GEOMETRY

Vance Street

"FIRST PRESBYTERIAN CHURCH OF KANNAPOLIS"
1889 – 318
pin # 5613 59 5133

Ref. #2
City of Kannapolis
2408 – 142
pin # 5613 59 1301

Dale Earnhardt Blvd / NC HWY 3
R/W width varies

West Avenue

City of Kannapolis
2408 – 119
pin # 5613 58 3981

"KIMBALL MEMORIAL EVANGELICAL LUTHERAN CHURCH"
1476 – 259
pin # 5613 58 7872

Block "E"
"Kannapolis Subdivision"
SW Section I
Map Book 20, Page 39

Block "F"
"Kannapolis Subdivision"
SW Section I
Map Book 20, Page 39

GPS READING
FEBRUARY 28, 2015
e.i.r., 1/2"
N = 638,698.79 FT
E = 1,515,464.85 FT
NC GRID / NAD 83(2011)
COORDINATES

Block "A"
"Kannapolis Subdivision"
SW Section V
Map Book 20, Page 4

Ref. #2
City of Kannapolis
2408 – 119
pin # 5613 49 9011

Ref. #1
TRACT 1
Mbk 51, Pg. 89
1.732 Acres
Atlantic American Properties, Inc.
7402 – 5
pin # 5613 58 2677
Ref. #2

Ref. #2
Atlantic American Properties, Inc.
pin # 5613 58 6614
0.415 Acres – 18068 Sq. Ft.

Cabarrus Avenue

Ref. #2
2.228 Acres
Atlantic American Properties, Inc.
pin # 5613 58 4585
pin # 5613 58 5571
pin # 5613 58 6485
pin # 5613 58 6327
pin # 5613 58 4455
pin # 5613 58 5410
pin # 5613 58 6258

Block "D"
"Kannapolis Subdivision"
SW Section I
Map Book 20, Page 39

South Main Street – U.S. HWY 29-A

Oak Avenue

West "D" Street

PUBLIC DRAINAGE EASEMENT

Duke Power Esmnt.
DBK 312, PG 151

Ref. #3

Ref. #2
Atlantic American Properties, Inc.
5590 – 141
pin # 5613 58 0411

14.964 Acres

West "F" Street

West Oak Av.

West Avenue

Blk "A"
"Kann. Subd."
SW Sect. II
Mbk 19, Pg. 99

Blk "D"
"Kann. Subd."
SW Sect. II
Mbk 19, Pg. 99

Blk "B"
"Kann. Subd."
SW Section IV
Mbk 20, Pg. 2

Ref. Mbk 19, Pg. 99

Vicinity Map
1" = 2000'±
* = SITE

PINE ST, CHESTNUT AV, WEST "B" ST, BEN AV, CENTRAL AV, VANCE AV, OAK AV, WEST AV, WEST "D" ST, WEST "F" ST, WEST "G" ST, KANNAPOLIS LOOP RD, S MAIN ST NC HWY 29A

CERTIFICATE OF SURVEY AND ACCURACY

State of North Carolina, Cabarrus County

I, Mel G. Thompson, certify that this plat was drawn under my supervision from an actual survey made under my supervision ; that the ratio of precision is 1 : 10,000 + ; that the boundaries not surveyed are shown as broken lines plotted from information found in documents of record as shown hereon ; that this plat was prepared in accordance with G.S. 47 – 30 as amended. Witness my original signature, license number and seal this 21st day of July , 2015.

Mel G. Thompson, P.L.S. (L-2484)

NORTH CAROLINA PROFESSIONAL SEAL L-2484 LAND SURVEYOR MEL G. THOMPSON

CERTIFICATE OF CATEGORY STATEMENT

I, Mel G. Thompson, Professional Land Surveyor No. L-2484, certify that the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.
RE: G.S. 47-30 (f) (11) c-1, does not require Review Officer for recording.

Mel G. Thompson, Professional Land Surveyor No. L-2484

LINE CHART		
Line	Bearing	Distance
L1	S 61° 38' 24" E	35.27'
L2	S 17° 43' 44" W	57.29'
L3	N 17° 59' 05" E	42.63'
L4	N 72° 00' 55" W	50.00'
L5	N 70° 43' 55" W	86.50'
L6	N 24° 49' 52" W	37.97'
L7	N 35° 11' 47" E	35.14'
L8	S 8° 08' 26" E	37.06'
L9	S 38° 33' 54" W	4.73'
L10	S 51° 41' 23" E	62.40'
L11	S 20° 08' 05" W	48.65'
L12	S 19° 15' 42" W	71.30'
L13	S 18° 40' 55" W	68.79'
L14	*S 40° 57' 26" W*	*118.17'*

CURVE CHART			
Curve	Radius	Chord Bearing and Distance	Arc Length
C1	1394.89'	N 25° 59' 44" E 381.11'	382.31'

LEGEND:
n.i.p. = New Iron Pin, (SET)
e.i.p. = Existing Iron Pipe, as described (FOUND)
e.i.r. = Existing Iron Rod , as described (FOUND)
cp = Computed Point
No Physical Monumentation
= SURVEYED LINES – SOLID
(NO NEW SURVEY – SEE REFERENCED SURVEYS)
= ROAD RIGHT OF WAY
= EASEMENTS LINES
= LOT/TRACT/DEED LINES
= ADJOINING PROPERTY LINES

NOTE:
1)MONUMENT DESCRIPTIONS REPRESENT THOSE AT TIME OF REFERENCED SURVEYS, UNLESS INDICATED OTHERWISE.

REFERENCE SURVEYS BY THIS COMPANY:
1) Boundary Survey – 3.302 Acres
February 9, 2007 / JOB # 07 01 19
Ref. MBK 51, PG 89
2) Boundary Survey (Composite Plat)
28.543 Acres
July 16, 2007 / JOB # 07 01 19
Ref. MBK 53, PG 24
3) Boundary Survey – 0.233 Acres
February 21, 2008 / JOB # 05 08 08
Ref. MBK 8549, PG 245

As of the date (FEBRUARY 28, 2015) of this PLAT, this property does not lie in a Special Flood Hazard Zone.
Reference : Map #s 3710561300J & 3710561400J
Published by : Federal Emergency Management Agency
Map Revised : June 16, 2009

This property is subject to the maintenance of any public utilities not evident and to any rights-of-way, easements, or agreements of record prior to or at date of survey.

COMPOSITE PLAT
BOUNDARY SURVEYS
BY THIS COMPANY
AS REFERENCED
19.339 Total Acres
PROPERTIES OF
ATLANTIC AMERICAN PROPERTIES, INC.,
PREPARED FOR
City of Kannapolis
Kannapolis, Twp. # 4, Cabarrus Co., N.C.
Tax Ref. : PIN #s 5613 58 0411, 2677, 4455, 4585, 5410, 5571, 6258, 6327, 6485 & 6614
Deed Ref. : AS SHOWN
CITY OF KANN. ZONING DISTRICT : CC
PLAT PREPARED : MARCH 2, 2015
Scale : 1" = 100' Job # 15 02 17

0' 20' 50' 100' 200' 300'

FILED Jul 24, 2015 08:54 am
BOOK 00068
PAGE 0106 THRU 0106
INSTRUMENT # 17517
EXCISE TAX $0.00
EBV

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

Mel G. Thompson & Associates, PA
PROFESSIONAL LAND SURVEYORS
303 South Main Street
Kannapolis, N.C. 28081
Telephone (704) 938-4661
Corporate License # (C-0686)

EXHIBIT K

Agenda Item: G.B

Kannapolis

Agenda Staff Report
April 14, 2025

To: Mayor and City Council

From: Mike Legg, City Manager

Subject: **RESOLUTION** - Opposing Legislation Restricting Local Land Development Regulation

Action Requested by City Council

Motion to approve the Resolution Opposing Legislation Restricting Local Land Development Regulation

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The North Carolina General Assembly is considering legislation that would impact local governments statewide in the area of land development regulations. To be fair, not all the changes included in these bills are inherently bad. To the extent that they promote more affordable housing – that is a good outcome. The problem is that these legislative changes are a one-size-fits-all approach which can be quite problematic when practically applied at the local level.

A Resolution opposing the enactment of this legislation is included with this staff report for City Council consideration. There are three bills the Resolution addresses. They are summarized below:

House Bill 765 is a major change in local government development regulation authority. It is a 22-page bill including numerous harmful provisions for local governments across the state. This bill is about removing a number of local controls over land development activities. Notable provisions include:

- Section 4. (a) introduces vague conflict-of-interest rules, barring officials from voting on land-use matters if they have a “fixed opinion.”
- Section 8. (a-b) implements at 90-day shot clock for rezoning and site plan reviews. Probably not too bad for us.
- Section 9. eliminates the ability for local governments and developers to negotiate voluntary conditions in the Conditional Zoning process—conditions that often include environmental protections and infrastructure improvements. We use this all the time to find compromise with residents or others opposing projects.
- Section 9. bans local governments from regulating parking or adopting street design standards that exceed NCDOT standard. The NCDOT standard is pretty weak.
- Section 10. (b) mandates new minimum density requirements based solely on population size, allowing development by right, without approval from elected officials or public input. In both municipalities and counties, these mandates would upend long-standing, community-driven comprehensive growth plans. This may be the most concerning provision (outside the first and last ones on this list).

- Section 17. (b) imposes new civil penalties on local officials who violate existing or newly imposed rules, increasing legal exposure for routine planning decisions.

Senate Bill 497 is related to "middle housing" (duplexes, triplexes, etc.). This bill will require some text changes to our ordinance if passed. We do have some residential districts that prohibit middle housing which is what is proposed to be required as an allowable use in ALL residential districts. Staff believes this is an overreach by the legislature because it is a one-size fits all approach. The goal of the legislature is to promote more affordable housing and staff agrees this would certainly help. But every residential district might not be suitable for this use. At a minimum, the legislature should allow for some negotiation on site and building design.

Senate Bill 688 is a similar bill to HB 765 that makes several changes to local government development regulation authority. If HB 765 passes some of these provisions are a moot point because conditional zoning would be eliminated. Some notable provisions include:

- Conditional zonings can only require what is within existing law - which makes sense.
- Limits curb cut regulations (where they can be placed).
- The law goes on to give standing to anyone that brings a claim against a jurisdiction for what is deemed "arbitrary."
- Prohibits local governments from mandating as a condition for approval of a conditional district (1) any requirement not specifically authorized by law, or any requirement that the courts have held to be unenforceable if imposed directly by the local government, or (2) any offer from the petitioner to consent to requirements not authorized by law.
- Provides the means for a person to bring a civil action against a local government for violations of 160D provisions.
- Adds "conditional use permits" to the list of appeals requiring quasi-judicial procedures (which is probably not a problem).
- For cities 149,999 population or less, it requires no fewer than four (4) dwellings per acre, but makes bona fide farm use an exemption to these requirements.
- Specifies that a local government must use quasi-judicial procedures to adopt a zoning or development regulation authorized by the statute. If this bill passes, it is presumed all ordinances would not be enforceable until this is resolved.
- Several legal process provisions are included. Among them are an expansion of the scope of actions where a party may obtain attorneys' fees under GS 6-21.7 to include where a court finds that a city or county's actions were arbitrary and capricious. Adds new subsection (b), specifying that when a local elected official is a party, if a court finds that the official's act was "fraudulent, unlawful, arbitrary and capricious, beyond the scope of his or her statutory authority, or malicious or corrupt," the official may be held personally liable for injury and damages, and attorneys' fees are to be awarded to the other party. Specifically, it waives public official immunity, legislative immunity and judicial immunity. It does not hold local elected officials responsible for unlawful acts by officers and employees, unless the acts were by the authority of the local elected official, or the official had knowledge of the act or should have known of the act under reasonable circumstances.

Not included in the Resolution is an opposition to Senate Bill 495 which enacts provisions related to Accessory Dwelling Units (ADU). Our Planning Director, Richard Smith has indicated that for the most part, we have these provisions already in place in the KDO. Our ordinance is fairly user-friendly on the usage of these units, so it doesn't seem appropriate to include it in the opposition.

Fiscal Implications

None.

Policy Issues
None.

Legal Issues
None.

Recommendations and Alternate Courses of Action

1. **Motion to approve the Resolution Opposing Legislation Restricting Local Land Development Regulation (Recommended).**
2. Table the action to a future meeting.
3. Take no action.

Attachments
1. Resolution Opposing Legislation Restricting Local Land Development Authority

RESOLUTION OPPOSING LEGISLATION RESTRICTING LOCAL LAND DEVELOPMENT REGULATION

WHEREAS, Statewide legislation has been introduced in the 2025-26 Session of the North Carolina General Assembly that would severely restrict local government oversight and management of several elements of traditional land use and land development; and

WHEREAS, the Kannapolis City Council has been openly supportive of removing as many regulatory barriers to private land development as possible to encourage growth and development of all kinds in our City and at the same time maintaining that there is a reasonable compromise to virtually all land development situations; and

WHEREAS, the Kannapolis City Council also recognizes the importance of preserving local control over development regulations to address the unique needs and priorities of our community; and

WHEREAS, House Bill 765, Senate Bill 497, and Senate Bill 688 all propose significant changes to local government development regulations that could undermine the ability of municipalities to effectively plan and manage growth; and

WHEREAS, the proposed legislation may lead to adverse impacts on the environment, public health, and infrastructure by limiting local government's ability to enforce or even negotiate development standards; and

WHEREAS, the enactment of these legislative changes could result in unforeseen financial burdens on local governments, potentially requiring increased local taxes or fees to maintain the quality of life for residents; and

WHEREAS community engagement and public participation are vital components of the development process, and these proposed legislative changes may reduce opportunities for local input in decision-making:

NOW, THEREFORE BE IT RESOLVED that the Kannapolis City Council opposes the adoption of House Bill 765, Senate Bill 497, and Senate Bill 688 as currently written and urges state legislators to consider maintaining the autonomy of local governments in crafting development regulation authority that reflect the distinct needs of their communities.

Adopted this the 14th day of April 2025

Milton D. Hinnant, Mayor
City of Kannapolis

Attest:

Pam Scaggs, CMC, NCCMC
City Clerk

Agenda Item: F.F

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Pam Scaggs, City Clerk

Subject: **MINUTES**: April 14, 2025 Closed Session **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Alternate Courses of Action

Attachments

None

Agenda Item: G.A

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Elizabeth McCarty, Assistant Planning Director

Subject: **PUBLIC HEARING TEXT AMENDMENT #2025-04**- KDO Text amendments to Article 4, Section 4.2.D(3)a.4(b)3 to increase the maximum number of dwellings permitted in a pocket neighborhood development from twelve (12) to thirty (30). **APPROVED 5 TO 2**

Recommended Action Requested by City Council

1. Conduct a Public Hearing; and
2. Motion to adopt a Resolution to Adopt a Statement of Consistency for TA-2025-04; and
3. Motion to adopt an Ordinance to Amend text of KDO for TA-2025-04.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Green Street Capital Partners LLC, is requesting a text amendment to increase the number of dwelling units permitted within a pocket neighborhood development. The text amendment request is associated with a proposal by the applicant for a single-family detached residential development on Alpine Street.

The KDO defines a pocket neighborhood development as, “A clustered group of single-family dwellings oriented around a common open space.” A pocket neighborhood development is a permitted use in the following zoning districts: Residential 8 (R8), Residential 18 (R18), Mixed-Use Neighborhood (MU-N), Planned Development (PD), and Planned Development-Traditional Neighborhood Development (PD-TND). Section 4.2.D(3)a.4 of the KDO establishes standards to facilitate the voluntary development of pocket neighborhoods that encourage affordable housing, encourage proper use of open space, and provide standards that minimize the impact of vehicle traffic and parking. The Move Kannapolis Forward 2030 Comprehensive Plan supports the use of a diverse array of tools to promote affordable housing options such as pocket neighborhood developments.

The applicant is requesting a text amendment to Section 4.2.D(3)a.4(b)3 of the KDO that specifies the number of dwelling units permitted in a neighborhood pocket development. Presently, a development must have at least four (4) dwellings but no more than twelve (12) dwellings. The applicant is requesting that the maximum number of dwellings be increased from twelve (12) to thirty (30).

At their March 18, 2025 meeting, the Planning and Zoning Commission unanimously recommended approval with modifications of TA-2025-04 to City Council. The Planning Commission recommended that projects requesting more than twelve (12) lots be required to be granted the issuance of a Special Use Permit, with additional development standards.The proposed text amendment to the KDO is attached as Exhibit A. Proposed changes are shown in red text.

Fiscal Implications

None

Alternate Courses of Action

1. Adopt a Resolution to adopt a Statement of Consistency for TA-2025-04 (Recommended); and

2. Adopt an Ordinance to Amend text of KDO for TA-2025-04 (Recommended).

3. Take no action on TA-2025-04.
4. Table action on TA-2025-04 to a future date.

Attachments

1. Public Notice CC 4.28.2025
2. Exhibit A
3. TA-2025-04 CC Statement of Consistency
4. TA-2025-04 Ordinance to Amend KDO

NOTICE OF PUBLIC HEARING

KANNAPOLIS CITY COUNCIL
401 Laureate Way, Kannapolis

Monday April 28, 2025 at 6:00 pm

Text Amendment – TA-2025-04 – Public Hearing to consider text amendments to the Kannapolis Development Ordinance (KDO), Article 4, Section 4.2.D(3)a.4(b)3 to increase the maximum number of dwellings permitted in a pocket neighborhood development from twelve (12) to thirty (30).

Voluntary Annexation A-2025-04 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 13.95 +/- combined acres of properties located at 5400 and 5425 Odell School Road and further identified as Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000.

Voluntary Annexation A-2025-05 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 87.748 +/- combined acres of properties located at 2423 and 2575 Jim Johnson Road and an Unaddressed parcel on Jim Johnson Road, further identified as Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000.

In accordance with Title II of the Americans with Disabilities Act (AD), any person requiring an accommodation to participate in a function or program of the City of Kannapolis, should contact Daniel Jenkins, Assistant Human Resource 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 48 hours before the scheduled event .
Publication Dates: April 17, 24, 2025. COL-NC-401002

Independent Tribune

Receipt

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number	
Invoice number	636E6204-0006
Date paid	Apr 14, 2025
Payment method	VISA - 9491
Notice Id	ONE1dXXVdTjkl1YYCfwL
Publisher	Concord Independent Tribune

Paid by
City of Kannapolis

$314.94 paid on Apr 14, 2025

=== Notes ===
Notice Name: City Council April 28, 2025
Order Number: COL-NC-401002

Description	Qty	Unit price	Amount
04/17/2025: General Legal Notice	1	147.47	147.47
04/24/2025: General Legal Notice	1	147.47	147.47
Affidavit Fee	1	20.00	20.00
		Subtotal	$314.94
		Tax	0.00
		Amount paid	$314.94

EXHIBIT A
PROPOSED TEXT AMENDMENT
TA-2025-04

1. Pocket Neighborhood Development – Amend the Standards Specific to the Pocket Neighborhood Development use to permit an increase in the maximum number of dwelling units from twelve (12) to thirty (30) with approval of a Special Use Permit and to provide additional standards for such a development.

Article 4, Section 4.2.D(3)a.4(b)3 Standards Specific to Pocket Neighborhood Development

4. Pocket Neighborhood Development

(a) Purpose and Intent

The purpose of this section is to establish standards to facilitate the voluntary development of pocket neighborhoods that:

1. Encourage affordable housing for current and future residents of the City;
2. Encourage proper use of open space to provide health, safety and general welfare of the community members; and
3. Provide for standards that minimize the impact of automobile traffic and parking.

(b) General Standards

1. Pocket neighborhood developments shall be located on a parcel of land at least one- third (⅓) of an acre and no greater than six acres in area, with at least 50 feet of frontage along a public street.
2. Only single-family detached dwellings and incidental and subordinate accessory uses are permitted as part of a pocket neighborhood development.
3. Developments shall include at least four dwellings but no more than 12 dwellings. In no instance shall the gross density of the development exceed a 20 percent increase in the density of the underlying base zoning district. The number of dwelling units may be increased to no more than thirty (30) with the approval of a Special Use Permit. Additionally, the following requirements shall be met for developments having thirteen (13) to thirty (30) dwelling units:
   i. Dwellings shall be in clusters of no more than twelve (12) units.
   ii. Each cluster shall have its own shared common open space in accordance with area requirements of Section (c), Common Elements, below.

iii. Each cluster shall contain at least one of the following elements shared by the residents of a cluster:
    a. Barbeque, campfire circle, or outdoor terrace;
    b. Picnic shelter;
    c. Playground or exercise equipment;
    d. Heated common building for gatherings;
    e. Garden; or
    f. Similar element that meets the intent to foster connections among neighbors and strengthen sense of community.

iv. Multiple clusters shall be connected by a network of pedestrian pathways.

v. The gross density of the development shall not exceed a 20 percent increase in the density of the underlying base zoning district.

4. At least 60 percent of the individual building lots shall front the common open space area provided in accordance with subsection (c) below, rather than a street or alley.

5. Each individual lot in a pocket neighborhood shall contain only one dwelling unit.

6. Individual lots and buildings shall comply with the standards in Table 4.2.D(3)a.4 below.

Table 4.2.D(3)a.4: Pocket Neighborhood Dimensional Standards

Table 4.2.D(3)a.4: Pocket Neighborhood Dimensional Standards

Feature	Requirement
Maximum lot size	7,500 sq ft
Minimum lot width	20 ft
Minimum street frontage	None
Minimum front setback	10 feet from common elements; zoning district requirement from street [1]
Minimum side setback	5 ft [1]
Minimum rear setback	None [2]
Maximum building height	30 ft [3]
Maximum building area	2,000 sq ft [4]

NOTES

[1] Porch steps, ramps, fences, and walkways may encroach into the front setback, but no other structures shall be permitted to encroach into the required setback.

[2] When an individual lot includes a driveway, the minimum rear setback shall be 20 feet.

[3] Above grade. Applies to dwelling only. All other buildings are subject to the maximum building height standards that apply in zoning district in which the development is located.

[4] Applies to dwelling only. All other buildings are subject to any building area standards that apply in zoning district in which the development is located.

(c) Common Elements

1. Developments shall include common elements that comprise at least 30 percent of the total site and include open space, improved pedestrian facilities that provide for connectivity to each dwelling unit and public sidewalk network, and parking area(s).

2. The common open space shall include a central green, lawn, or garden area fronting the dwellings, containing at least 375 square feet of area for each dwelling in the development.

3. If a common building is provided, it shall not be larger than 1,500 square feet and shall not be used as a permanent dwelling unit.

(d) Landscaping and Fences

1. A pocket neighborhood shall incorporate a Type C perimeter buffer yard (see Section 5.3.G, Perimeter Buffer Yards) where the neighborhood abuts lots with existing single- family detached dwellings. The perimeter buffer yard shall be considered part of the common elements.

2. Fences within front yards or side yards forward of the front façade plane shall not exceed three feet in height. Fences in rear yards or side yards behind the front façade plane shall not exceed six feet in height.

3. In no instance shall a fence be placed within a use or access easement.

(e) Vehicular Access and Off-Street Parking

1. Vehicular entryways into pocket neighborhoods and accessways serving off-street parking areas and individual dwelling lots shall be configured as private drives.

2. Pocket neighborhoods are exempt from the parking standards in Section 5.2.E, Off-street Vehicular Parking Space Standards. Instead, at least one off-street parking space shall be provided for each dwelling unit plus one designated guest off-street parking space for every four dwelling units.

3. The pocket neighborhood shall include a shared parking area that accommodates resident and guest parking; however, provision of resident parking spaces within a shared parking area is not required where resident parking is provided through individual driveways or by parking spaces along alleys.

4. In no instance shall a parking space be more than 300 linear feet from the dwelling it serves.

5. Off-street parking areas shall comply with the minimum standards of the LDSM.

6. If provided, detached garages serving more than one dwelling shall be accessed via a private drive or alley. A garage shall not exceed five car bays or include individual garage doors wider than 12 feet each.

(f) Storage Space for Individual Dwellings

Each individual dwelling shall have at least 40 square feet of covered storage space outside the heated floor area. Storage space may be located on an individual lot or on common land adjacent to a common building. This includes accessible attic spaces and crawl spaces.

(g) Homeowners' Association

A pocket neighborhood shall have a homeowner's or property owner's association that maintains control of all common elements and is responsible for the maintenance of such elements within the neighborhood. Confirmation of the establishment of the homeowner's or property owner's association shall be provided to the City prior to final plat approval.

2. Principal Use Table – Amend the Principal Use Table for Pocket Neighborhood Development to add a Special Use Permit requirement for developments that propose thirteen (13) dwelling units to thirty (30) dwelling units

Table 4.2.B(5): Principal Use Table

P = Permitted by right, or, in planned development district, if specified in PD Plan; **S** = Special use; **–** = Prohibited

Principal Use Category or Type	AG	Residential							Mixed-Use						Non-residential				PD			Legacy			Use-Specific Standards
	AG	R1	R2	R4	R6	R7	R8	R18	MU-N	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-	PD-C	CD	CD-R	C-1	
Residential Uses																									
Household Living																									
Pocket neighborhood development	-	-	-	-	-	-	P/S	P/S	P/S	-	-	-	-	-	-	-	-	-	P/S	P/S	-	-	-	-	4.2.D(3)a.4

RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO TEXT AMENDMENT - TA-2025-04

WHEREAS, Section 160A-383 (2013) of the North Carolina General Statutes, modified in Section 160D- 605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendment to **Article 4, Section 4.2.D(3)a.4(b)3 Standards Specific to Pocket Neighborhood Development** and **Article 4, Table 4.2.B(5): Principal Use Table**, is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission, after its March 18, 2025, meeting, recommended that City Council approve TA-2025-04, as submitted by Green Street Capital Partners LLC, provided that a development with more than twelve (12) units requires a Special Use Permit by the Board of Adjustment; and

WHEREAS, staff recommend that City Council approve TA-2025-04, as submitted by Green Street Capital Partners LLC and shown on Exhibit A (attached); and

WHEREAS, City Council conducted a Public Hearing on April 28, 2025, for consideration of TA-2025-04 as recommended by the Planning and Zoning Commission,

NOW, THEREFORE BE IT RESOLVED that City Council finds the text amendment as represented in Case TA-2025-04 consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is approved by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by the Planning and Zoning Commission.

Adopted this the 28th Day of April 2025:

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

AN ORDINANCE TO AMEND TEXT OF THE KANNAPOLIS DEVELOPMENT ORDINANCE CASE # TA-2025-04

WHEREAS, per Section 2.3.A(1)d. of the Kannapolis Development Ordinance ("KDO"), City Council has final authority on zoning text amendments; and

WHEREAS, per Section 2.3.B(1)b. of the KDO, the Planning and Zoning Commission, at its regular meeting on March 18, 2025, recommended approval, with a modification, of a text amendment amending Article 4, Section 4.2.D(3)a.4(b)3 Standards Specific to Pocket Neighborhood Development and Article 4, Table 4.2.B(5): Principal Use Table; and

WHEREAS, City Council conducted a public hearing on April 28, 2025, to consider amendments to the above-referenced Article of the KDO; and

WHEREAS, the proposed text amendments are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, as detailed in the "Resolution to Adopt a Statement of Consistency" for Case # TA-2025-04;

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that the above-referenced Articles of the KDO be amended as follows:

The proposed text amendments to the KDO are attached as Exhibit A and shown as additions:

ADOPTED this the 28th Day of April 2025:

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-05** - CP Kannapolis Investments, LLC (Loop Yard Amendment) **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Conduct a Public Hearing.
2. Motion to adopt the Resolution approving the Ordinance to execute the Development Agreement Amendment.

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 an amendment to a previously approved Development Agreement between the City and CP Kannapolis Investments, LLC. On October 18, 2023, the City approved a Development Agreement for 53 +/- combined acres consisting of Cabarrus County Parcel Identification Numbers 56235032510000, 56234071560000, 56234074280000, 56234012430000, 56224936190000, 56224976410000, 56225937570000, 56225967850000, 56224968280000, and 56225915700000. This project is a proposed 161-unit single-family residential development as well as a potential mixed-use development that includes residential, retail, and office uses.

The amended agreement will allow the developer to make two payments proportional to the development that they will be constructing.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to adopt the Resolution approving the Ordinance to execute the Development Agreement with CP Kannapolis Investments, LLC. (Recommended)**
2. Amend and then approve the Resolution.
3. Table action to a future meeting.
4. Take no action.

Attachments

1. Public Notice Ad CC 4.28.2025 350.08 DA-2025-05
2. Resolution Dev Agmt Loop Yard Amendment
3. Ordinance to Execute Development Agreement
4. CP KANNAPOLIS DEVELOPMENT Agreement
5. Site Plan

NOTICE OF PUBLIC HEARING

KANNAPOLIS CITY COUNCIL
401 Laureate Way, Kannapolis, NC

Monday, April 28, 2025

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the amendment of a previously approved Development Agreement between the City of Kannapolis ("City") and CP Kannapolis Investments, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a mixed-use project on approximately 53 +/- acres of real property being further identified as Cabarrus County Tax Parcels ID# Numbers 56235032510000, 56234071560000, 56234074280000, 56234012430000, 56224936190000, 56224976410000, 56225937570000, 56225967850000, 56224968280000, and 56225915700000 (the "Property"); and

A copy of the proposed amended 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 City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on April 28, 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
Publication Dates: April 17, 24, 2025. COL-NC-401004

Independent Tribune

Receipt

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number	
Invoice number	636E6204-0007
Date paid	Apr 14, 2025
Payment method	VISA - 9491
Notice Id	0xtmd2B2uQOxwtmkNbHm
Publisher	Concord Independent Tribune

Paid by
City of Kannapolis

$350.08 paid on Apr 14, 2025

=== Notes ===
Notice Name: DA-2025-05 - Loop Yard Amendment
Order Number: COL-NC-401004

Description	Qty	Unit price	Amount
04/17/2025: General Legal Notice	1	165.04	165.04
04/24/2025: General Legal Notice	1	165.04	165.04
Affidavit Fee	1	20.00	20.00
		Subtotal	$350.08
		Tax	0.00
		Amount paid	$350.08

CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG

THE CITY OF KANNAPOLIS,
AND
CP KANNAPOLIS INVESTMENTS, 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 CP Kannapolis Investments, LLC., a North Carolina limited liability company, (the "Developer"), entered into that certain development agreement dated October 18, 2023 (the "Development Agreement") in accord with and under the authority of the cited statutes; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the "First Amendment to Development Agreement"); and

WHEREAS, a legislative hearing on the First Amendment to Development Agreement was held on April 28, 2025, in accordance with N.C.G.S. §160D-1003 et seq.; and

WHEREAS, the City finds that the First Amendment to Development Agreement is consistent with the Act, the City's adopted policy guidance, and the Current Regulations, as defined in the First Amendment to Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

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 First Amendment to Development Agreement by the attached Ordinance.

2. The City approves the First Amendment to Development Agreement and hereby authorizes the City Manager to execute and deliver said agreement, including any and all necessary documents to effectuate the intent thereof. 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 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

AN ORDINANCE TO AMEND THE DEVELOPMENT AGREEMENT BY AND BETWEEN

THE CITY OF KANNAPOLIS
AND
CP KANNAPOLIS INVESTMENTS, 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 CP Kannapolis Investments, LLC, a North Carolina limited liability company ("Developer"), entered into that certain development agreement dated October 18, 2023 (the "Development Agreement") in accord with and under the authority of the cited statutes; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the "First Amendment to Development Agreement"); and

WHEREAS, a public hearing on the First Amendment to Development Agreement was held on April 28, 2025, in accordance with N.C.G.S. §160D-1003 *et seq*.; and

WHEREAS, the City finds that the First Amendment to Development Agreement is consistent with the Act, the City's adopted policy guidance, and the Current Regulations, as defined in the First Amendment Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

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 First Amendment to Development Agreement and authorizes the City Manager to execute the same.

2. This Ordinance is effective upon adoption.

Adopted this 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

DEVELOPMENT AGREEMENT

THIS INFRASTRUCTURE AND WASTEWATER ALLOCATION DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the "Agreement") is entered into effective as of the ___ day of _____, 2025 (the "Effective Date"), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the "City") CP Kannapolis Investments, LLC, a North Carolina limited liability company (the "Developer"). The City and 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.

RECITALS

A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 53 acres being tax parcels identified on Exhibit B attached hereto (collectively identified as the "Property" herein).

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 at least the following reasons:

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 161 single family townhouse units in Phase I and a potential Phase 2 mix-use development primarily for residential with retail and office.

2. Issuance of a Phase I Sewer Allocation Permit (the "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. Construction by Developer of the Development will increase the tax base for the benefit and welfare of the residents of the City; and

2. Participation in the extension of public infrastructure; and

3. Development of the Property in accordance with the City's Comprehensive Plan (as defined below.

F. Pursuant to N.C.G.S. §160D-1005, a public hearing regarding this Agreement was held at a meeting of the Kannapolis City Council ("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.

G. The Recitals are incorporated herein as part of this Agreement.

H. The City Council adopted at its meeting on July 24, 2023, 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. "Comprehensive Plan" means that certain 2030 Comprehensive Plan adopted by the City Council on March 26, 2018.

    c. "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.

    d. "Development" shall have the same meaning as it does in the Kannapolis Development Ordinance ("KDO") Article IO *Definitions* or Unified Development Ordinance ("UDO") Appendix A *Definitions* and may specifically include the development proposed under this Agreement.

    e. "Development Permit" or "Zoning Permit" means any building permit, site plan, 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.

    f. "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 as set forth on Exhibit C attached hereto.

    g. "Development Schedule" means the schedule for development as shown in Exhibit D.

    h. "Infrastructure" means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.

    i. "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.

    j. "Parcel" means any lot of record on which Development may occur in accordance with the Development Plan.

    k. "Project" means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.

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 Current Regulations. 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 covenants that it shall construct the Project substantially in accordance with the provisions of Exhibit C (Development Plan) attached hereto and this Agreement.

   b. 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. Wastewater Allocation in Phase 1. In accordance with the City Wastewater Allocation Policy (the "Allocation Policy"), a copy being attached as Exhibit E. Developer shall be issued an Allocation Permit within five (5) calendar days following the Effective Date hereof to supply public sewer treatment for the Project as more particularly provided therein. The Allocation Permit shall provide for of a minimum reservation of 34,400 gpd of wastewater capacity from the City Wastewater Allocation Policy Strategic Reserve for Phase 1 of the Project subject to the provisions of the Allocation Policy Article VI, B.2. The Allocation Permit is not assignable as provided in the City Wastewater Allocation Policy.

   b. Phase 2 Wastewater Allocation. No wastewater allocation is provided for Phase 2 of the Project at this time and will be subject to future eligibility based upon availability and matrix competition as provided in the City Wastewater Allocation Policy.

   c. Availability of the Pump Station Improvements to the Property to Serve the Facility. The Parties agree that timely extension of public wastewater service to the Project is mission critical under this Agreement. In fashioning a coordinated plan for developing the Project, the Parties recognize (I) the City Forrestbrook Pump Station (the "Pump Station") design and upfits are required to meet state standards for providing wastewater services to the Project (the "Pump Station Improvements"), (2) the Pump Station Improvements are essential to provide sufficient wastewater service to serve Project Phase 1 and subsequent phases, (3) the City desires to rely on funds provided by or for the Developer to fund improvements to the Pump Station and (4) the Pump Station Improvements must be performed concurrently with construction of Phase 1 of the Project. Further, it is acknowledged by the Parties that the estimated cost for the Pump Station Improvements is approximately $1,800,000. Developers anticipate receiving a State grant (the "Grant") equal to or approximately equal to the amount necessary to fund the Pump Station Improvements, which Grant will be administered through the City. If received and accepted by the City, City agrees to act as the sole responsible party for complying with the terms of the Grant. In the event the Grant is not awarded or awarded in a sum less than the anticipated cost for the Pump Station Improvements, Developer warrants to City that the funds necessary for the Pump Station Improvements not exceeding $1,800,000 will be placed in an escrow account by the Developer through an Escrow Agreement with the City

or, in the alternative, secured by a 100% line of credit, bond or other acceptable security in accordance with Section 6.5 of the Kannapolis Development Ordinance. The City warrants and guarantees that Developer will have access to full use of the Pump Station Improvements for both Phase 1 and additional Phases for which a sewer allocation has been awarded. The Developer may elect to make a partial payment of $382,000 for the necessary infrastructure improvements to provide capacity for only the 161 townhomes assigned in Phase 1 of the Project; and not be guaranteed to have access for full use of the Pump Station Improvements for additional phases until the balance of the $1,800,000 is paid either through the Grant or one lump sum final payment from the Developer. Both Parties agree that the first payment will be due within 90 days of the Effective Date of this Agreement and the second payment is due on or before July 1, 2026.

d. Designing and Contracting for completion of the Pump Station Improvements to serve the Project. The City will cause preparation of contracts, bid documents, plans and specifications which the City intends to use when soliciting bids for the Pump Station Improvements (the "Contracting Documents") and will provide drafts of the proposed Contracting Documents for Developer's review and comment. In connection with soliciting bids from third parties for the Pump Station Improvements, the Contracting Documents shall require every bidder to submit a proposed construction schedule for the work undertaken to complete Pump Station Improvements. As part of its bid, City shall provide Developer a copy of all bids received unless disclosure violates the North Carolina Public Records law. The City and Developer agree to work together to include in the Contracting Documents such language and provisions as would provide clear direction to contractors to prioritize a favorable completion date and to establish such contract protocols and processes that encourage efficient construction scheduling by contractors, all with the goal of enabling and encouraging contractors to meet an agreed upon completion date ("Completion Date") set by the parties. The City and Developer acknowledge that externalities could arise beyond the control of the City that might design and contracting schedule, but City and Developer agree that they will work together with the design and contracting schedule stated above. The City agrees to work in good faith with Developer to the maximum extent possible to meet the Completion Date. The City shall not be liable to Developer for money damages in the event the Pump Station Improvements are not available for use by Developer on the Completion Date due solely to failure of one or more third parties or its own failure so long as the City exercises its best efforts to meet the Completion Date.

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 and Development Schedule. 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.

b. Developer will construct or contribute financially to the construction of public utilities and facilities as required by the Ordinance included but not limited to Project internal roadway system and water and sewer facilities ("Facilities").

c. Facilities constructed will be publicly dedicated by Developer.

12. Default.

    a. Developer Default. Developer must secure preliminary site plan or preliminary plat approval within 120 days following issuance of the Allocation Permit. Further, Developer must submit final construction drawing approval to the City within 180 days of securing approval of the preliminary plat or preliminary site plan *and* must commence with off-site and/or on-site water and sewer line installation or installation of water and sewer connections within 180 days of securing final construction drawing approval pursuant to the Allocation Policy Article VI, B2. If the Developer commits a material breach of the terms or conditions of this Agreement, the 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 following receipt 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 is 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 material breach of this Agreement by Developer which is not cured as permitted under Section 12 (a) hereof, the City may:

        (1) Refuse to issue certificates of compliance for the Development Project and pursuant to the Development Plan; or.
        (2) Rescind any sewer allocation permit; or.
        (3) Terminate this Agreement by written notice delivered to Developer; or
        (4) Any other remedy permitted by law or equity.

    b. Developer Remedies for City Default. If the City fails to cure any material breach within a 60-day period following notice, Developer shall be entitled to reimbursement of:

        (1) An amount of actual damages suffered by Developer to the extent such amounts have been reasonably documented, and such documentation is delivered to the City, and
        (2) Any other remedy permitted by law or equity.

14. General Provisions.

    a. Term. The term of this Agreement shall commence only upon the Effective Date of this Agreement and shall terminate five (5) years thereafter (the "Termination Date"). However, this Agreement may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement.

b. Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A material modification 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, 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.

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 the 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. Provided, however, as stated in Section 9 (a), the Allocation Permit is not assignable, 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:

(1) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and

(2) 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 (30) 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, conditioned or delayed.

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 N.C.G.S. §143-129 – (i) the contractor represents and covenants that the contractor and it subcontractors comply with the requirements of Article 2 of Chapter 64 of the N.C.G.S.; (ii) the words "contractor", "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by N.C.G.S. §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 N.C.G.S. §143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the N.C.G.S.

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:

Daryl Michael Hayes
CP Kannapolis Investments, LLC
101 N. Tryon Street, Suite 112
Charlotte, North Carolina 28246
Email: dhayes@centemointegrp.com

With copies to:

Lawrence J. Shaheen, Jr.
The McIntosh Law Firm
209 Delburg Street, Suite 203
Davidson, North Carolina 28036
Email: Larry@McintoshLawFirm.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, 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:

CITY OF KANNAPOLIS

By: _____
Michael B. Legg
City Manager

Attest: _____
Pam Scaggs, CMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of _____ 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 _____ day of _____, 2025.

_____
Notary Public

[SEAL]

My commission expires: _____

IN WITNESS WHEREOF, this Development Agreement has been executed by the Parties on the day and year first above written.

DEVELOPER:

CP KANNAPOLIS INVESTMENTS, LLC.
A North Carolina limited liability company

By: _____
Daryl Michael Hayes
Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of _____ County and State aforesaid, certify that Daryl Michael Hayes personally came before me this day and acknowledged that (s)he is a Managing Member of CP Kannapolis Investments, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of said CP Kannapolis Investments, LLC, the foregoing instrument was signed in its name by Daryl Michael Hays, Managing Member.

Witness my hand and notarial seal, this _____ day of _____, 2025.

_____
Notary Public

[SEAL]

My commission expires: _____

Ordinance #_____

EXHIBIT A

Ordinance

AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KANNAPOLIS AND

_____

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 _____ ("Developer") have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on _____, 20___ 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 authorizes the Manager to execute the Development Agreement.

2. This Ordinance is effective upon adoption.

Adopted this ____ day of _____, 20___.

_____
Milton D. Hinnant, Mayor

_____
Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT B

Property

The Property contains approximately 53 +/- combined acres and further identified as Cabarrus County Parcel Identification Numbers 56235032510000, 56234071560000, 56234074280000, 56234012430000, 56224936190000, 56224976410000, 56225937570000, 56225967850000, 56224968280000, and 56225915700000.

EXHIBIT C

Development Plan
(Phase 1)

The Property will be developed in a manner consistent with the Guidelines of the Loop Yard Residential Design and Aesthetic Standards (version 0.1) dated January 27, 2023.

The attached proposed Site Plan illustration is not intended to represent a literal depiction of the eventual site plan, which will require City review and approval, but a general indication of the intended locations of the proposed buildings. Phase 1 is highlighted in Green.

EXHIBIT D

Development Schedule and Public Facilities Schedule/Scope of Work

1. Development of 161 single family townhouse units in Phase 1.

2. Comply with the requirements of Section VI. "General Conditions" Subsection B, of the City Wastewater Allocation Policy.

3. Development Project Phase 1 is anticipated to be completed on or before twenty-four (24) months.

POD D
MULTIFAMILY: ±100 (AVG 900 SF)
RETAIL: ±80,800
PARKING: ±300 SPACES
(1.6 / DU MF = 160 SPACES)
(1/500 SF = 140 SPACES)

POD C
TOWNHOME: ±151 UNITS

62 THs

52 THs

151 Total THs

37 THs

Amenity

Recreational Retail
4 (8K-15K Sq. Ft.) Units

Parking Deck
(Each Lev. ~100 spaces)

Open Performance Area

Mixed Use
(floor plate ~50 apts.)

Mixed Use
(floor plate ~18 apts.)

16 Ind. Living
Flats w/ Garages

Parking or
Common Amenity Space

Vehicle Gate

Medical Office

Table Top Deck
(Top Lev. ~125 spaces)

28,000 Sq. Ft. (+/-)
Village Market

Table Top
Deck?
(will need a ramp;
up to 240 spaces)

Multifamily
(floor plate ~25 apts.)

Amenity Space

200 Active
Seniors
Units
(4 Lev.)

Parking

Retail

POD A
RETAIL: ±45,000 SF
OFFICE: ±49,000 SF
PARKING: 415 SPACES (1/225 SF)

POD B
MULTIFAMILY: ±200 SF (AVG 900 SF)
PARKING: ±300 SPACES (1.8 / DU)

POD E
TOWNHOME: ±48 UNITS

EARNHARDT BLVD.

OLD EARNHARDT ROAD

NON JURISDICTIONAL DITCH

EXISTING POND

POCKET PARK

SCM

FUTURE B.L.D. #2
50,625 SF

B.L.D. #1
31,600 SF

504.99'

599.55'

310.91'

281.25'

3TC
KANNAPOLIS, NC
-WORKING PLOT-

GRAPHIC SCALE
100 0 50 100 200
1 inch = 100 ft.

10/19/20

PRELIMINARY PLAN
NOT APPROVED FOR CONSTRUCTION

No.	Revision	Date	By

Designer	WR
Drawn By	WR
Checked By	
Scale	
Date	10/19/2020
Job No.	02200489

EARNHARDT TOWN CENTER
KANNAPOLIS NC

DRAFT PLAN

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenan Drive | Cary, NC 27511 | t: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No.

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-06** - Dale Earnhardt Blvd Partners, LLC (Dale Earnhardt Blvd. Townhomes) **DENIED 3 TO 4**

Recommended Action Requested by City Council

1. Conduct a Public Hearing.
2. Motion to approve the Resolution approving the Ordinance to execute 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 5.31 +/- acres of combined properties consisting of 27 parcels further identified as Cabarrus County Parcel Identification Numbers 56144081910000, 56144080250000, 56144070540000, 56144060700000, 56134959960000, 56134959230000, 56134958820000, 56134968440000, 56134978070000, 56134978590000, 56134989120000, 56134989750000, 56144090500000, 56134998860000, 56134998430000, 56134988800000, 56134987270000, 56134977640000, 56134977010000, 56134966470000, 56134965930000, 56134975470000, 56134976930000, 56134986540000, 56134996160000, 56134996690000, and 56134997870000. The Development Agreement with Dale Earnhardt Blvd Partners, LLC. will include consideration of certain temporary construction and permanent stormwater easement rights with respect to the real property owned by the City consisting of approximately 2.469 acres and identified further as Cabarrus County Parcel Identification Number 56134963910000.

Fiscal Implications

None

Alternate Courses of Action

1. Motion to approve the Resolution approving the Ordinance to execute the Development Agreement with Dale Earnhardt Blvd. Partners, LLC (Recommended).
2. Amend and then approve the Resolution.
3. Table action to a future meeting.
4. Take no action.

Attachments

1. Public Notice CC 4.28.2025
2. Resolution DA DEB TH
3. Ordinance Dev Ag DEB TH
4. Beauxwright - Dale Earnhardt Blvd Acquisition - Development Agreement
5. Ryan Homes_Elevations
6. 20250424 Beauxwright_Dog Park Design
7. Beauxwright_Project Schedule
8. Beauxwright_Survey
9. Beauxwright_Project Schedule (1)

NOTICE OF PUBLIC HEARING

KANNAPOLIS CITY COUNCIL
401 Laureate Way, Kannapolis, NC

Monday, April 28, 2025

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearings relating to the City of Kannapolis ("City") entering into Development Agreements pursuant to North Carolina General Statutes § 160D-1001 through § 160D-1012 with the following companies:

Dale Earnhardt Blvd Partners, LLC (hereinafter, "Developer"). Pursuant to the Agreement, Developer intend to construct a 88-unit townhome development on approximately 5.31 +/- acres of combined properties consisting of 27 parcels further identified as Cabarrus County Parcel Identification Numbers 56144081910000, 56144080250000, 56144070540000, 56144060700000, 56134959960000, 56134959230000, 56134958820000, 56134968440000, 56134978070000, 56134978590000, 56134989120000, 56134989750000, 56144090500000, 56134998860000, 56134998430000, 56134988800000, 56134987270000, 56134977640000, 56134977010000, 56134966470000, 56134965930000, 56134975470000, 56134976930000, 56134986540000, 56134996160000, 56134996690000, and 56134997870000 (the "Property"). This agreement will include consideration of certain temporary construction and permanent stormwater easement rights with respect to the real property owned by the City consisting of approximately 2.469 acres and identified further as Cabarrus County Parcel Identification Number 56134963910000; and

Cambridge Properties, Inc. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a 135-unit attached townhome development on approximately 5.60 +/- acres, to be subdivided out of two larger tracts totaling approximately 41.87 +/- acres of real property and being further identified as Cabarrus County Parcel Identification Numbers 56147242620000 and 56146240800000 (the "Property"); and

Bainbridge Communities Acquisition II, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a 335-unit multifamily development on approximately 20.044 +/- acres, to be subdivided out of a larger tract totaling approximately 27.57 +/- acres of real property and being further identified as Cabarrus County Parcel Identification Number 56145129060000 (the "Property"); and

A copy of the proposed Agreements, 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 April 28, 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
Publication Dates: April 17, 24, 2025. COL-NC-401006

Independent Tribune

Receipt

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number	
Invoice number	636E6204-0008
Date paid	Apr 14, 2025
Payment method	VISA - 9491
Notice Id	ttiovse3QCmYwKHrAuVS
Publisher	Concord Independent Tribune

Paid by
City of Kannapolis

$596.09 paid on Apr 14, 2025

=== Notes ===
Notice Name: DA-2025-06 07 and 08
Order Number: COL-NC-401006

Description	Qty	Unit price	Amount
04/17/2025: General Legal Notice	1	288.05	288.05
04/24/2025: General Legal Notice	1	288.04	288.04
Affidavit Fee	1	20.00	20.00
		Subtotal	$596.09
		Tax	0.00
		Amount paid	$596.09

A RESOLUTION APPROVING AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND AMONG

THE CITY OF KANNAPOLIS

AND

DALE EARNHARDT BLVD PARTNERS, 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 Dale Earnhardt Blvd Partners, LLC., A North Carolina limited liability company ("Developer"), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on April 28, 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 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND AMONG

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

DALE EARNHARDT BLVD PARTNERS, LLC.
A NORTH CAROLINA 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 Dale Earnhardt Blvd Partners, LLC., A North Carolina 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 April 28, 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 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

WASTEWATER ALLOCATION

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

DALE EARNHARDT BLVD PARTNERS, LLC

April [__], 2025

(Dale Earnhardt Blvd. Townhomes)

WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT

THIS WASTEWATER ALLOCATION, EASEMENT AND DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the "Agreement") is entered into effective as of the [___] day of April, 2025 (the "Effective Date"), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the "City") and Dale Earnhardt Blvd Partners, LLC, a North Carolina limited liability company (with its successors in interest, (the "Developer"). The Project will initially be known as Dale Earnhardt Blvd. Townhomes. 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") 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 5.31 acres and currently consisting of twenty-seven (27) parcels denoted by Cabarrus County parcel ID(s) set forth on Exhibit B-1 attached hereto (collectively hereinafter referred to as the "Property") and more particularly described and/or depicted on Exhibit B-2 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 the construction of a townhome development containing approximately eighty-eight townhomes;
2. Issuance of a Sewer Allocation Permit as set out in Paragraph 9 of this Agreement; and
3. In accordance with Section 12 hereof, certain temporary construction and permanent stormwater easement rights with respect to that certain real property comprised of approximately 2.469 acres, identified as Cabarrus County Parcel ID 56134963910000 (the "City Parcel"), and being more particularly described on Exhibit C attached hereto.

E. The general benefits to be received by the City from the Development of the Property include, without limitation:

1. Construction by Developer of public infrastructure as described in Exhibit D; and
2. Development of the Property in accordance with the City's Comprehensive Plan.

F. Pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the April ____, 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.

G. The City Council adopted at its meeting on April ___, 2025; (a) 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 Exhibits B-1 and B-2 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*.

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 _____, and as set forth on Exhibit D attached hereto.

f) "Development Schedule" means the schedule for development as shown in Exhibit E.

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 D, 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. Effective upon satisfaction of the Condition (as such term is defined in Section 17 below), 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, and shall be entitled to the benefits of, this Agreement. Notwithstanding the foregoing, in the event Developer has not commenced site development work on or before the Commencement Deadline (hereinafter defined), then subject to the notice and cure rights set forth in Section 14a hereof, the City may unilaterally terminate this Agreement by recording a termination with the Register of Deeds of Cabarrus County, North Carolina at any time prior to Developer actually commencing site development work; provided, however, in the event of the termination of this Agreement, 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 set out herein, Exhibit D (Development Plan) and Exhibit E (Development Schedule) attached hereto this Agreement. 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 herein, in the KDO, and State law.

9) City Obligations.

a) Developer is seeking approval of this Development Agreement.

b) In accordance with the City Wastewater Allocation Policy, the City agrees to provide sewer to the Project up to a maximum average daily flow of 26,400 GPD (the "Allocation").

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) City will grant Developer with the easement rights set forth in Section 12 below.

d) City will agree to the termination, abandonment and/or relocation of the easements reserved to it within that portion of Central Avenue closed pursuant to that certain City Counsel City of Kannapolis Order to Close adopted on February 24, 2025, and recorded with the Register of Deeds of Cabarrus County, NC at Book 17315, Page 144 (the "Closure Order").

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. Subject to events of Force Majeure: (i) Developer agrees to submit its preliminary site plan for City approval within 120 days after the approval of the Ordinance, (ii) Developer shall submit sitework and foundation construction drawings for approval by the City within 180 days of receipt of final site plan approval, and (iii) Developer shall commence installation of sewer line connections within one (1) year of securing final approval of the construction drawings referenced in clause (ii), and any required permits with respect to the work associated with the sewer line connections.

b) Developer will dedicate public utilities and facilities to City as required by Ordinance.

c) Developed has agreed to construct a dog park on the City Property pursuant to the easement rights acquired by Developer set forth in Section 12 below.

12) Grant of Easements.

a) City hereby agrees to grant unto Developer a temporary, non-exclusive easement (the "Temporary Construction Easement") over, upon and across only so much of the City Parcel as is necessary to allow Grantee (and its affiliates, employees, agents, contractors and successors) to construct and install on the City Parcel (i) certain stormwater facilities benefitting the Property, including a stormwater detention pond (the "Stormwater Facilities"), and (ii) a dog park (collectively, the "City Parcel Improvements"). The City Parcel Improvements shall be completed by the Grantee at Grantee's sole cost and expense, in a good, workmanlike and timely manner in accordance with all applicable laws (including applicable environmental laws) and in accordance with the plans approved by the City for the construction of said dog park and Stormwater Facilities. The Temporary Construction Easement shall terminate upon completion of the City Parcel Improvements.

The form of the Temporary Construction Easement is attached hereto as Exhibit F. City and Developer shall each execute the Temporary Construction Easement not later than ten (10) days after the final approval of the sitework and foundation construction drawings, and Developer shall promptly upon receipt of City's executed original counterpart record such Temporary Construction Easement with the Register of Deeds of Cabarrus County, North Carolina.

b) City hereby agrees to grant unto Developer a perpetual, non-exclusive easement (the "Stormwater Easement") over, upon and across those portions of the City Parcel containing the Stormwater Facilities, for the drainage, runoff and detention of storm water from the Project in and to the Stormwater Facilities, including the right for Developer to enter the City Parcel in order to access and perform maintenance and repairs on the Stormwater Facilities. Developer shall at all times, at Developer's sole cost and expense, maintain the Stormwater Facilities in good working condition and repair and in accordance with all governmental standards and requirements therefor. Notwithstanding anything contained herein to the contrary, the Parties acknowledge that the final location for the Stormwater Facilities is subject to modifications to the Development Plan and final design drawings for such improvements by engineers to ensure property functioning of such improvements, and that the plans for the same are subject to the approval of the City. The form of the Stormwater Easement is attached hereto as Exhibit G. City and Developer shall each execute the Stormwater Easement not later than ten (10) days after the final approval of the sitework and foundation construction drawings, and Developer shall promptly upon receipt of City's executed original counterpart record such Stormwater Easement with the Register of Deeds of Cabarrus County, North Carolina

13) Vacation of Easements. City hereby agrees that upon the satisfactory relocation, abandonment, or removal of the utility lines within that portion of Central Avenue closed pursuant to the Closure Order, City will agree, pursuant to a recordable document, to the termination or relocation (as applicable) of the easements reserved pursuant to the Closure Order.

14) Default.

a) Developer Default. Developer must develop the Property in accordance with Section 11a hereinabove and, in any event, initiate construction of the Project (i.e., commence site development work) on or before January 1, 2027 ("Commencement Deadline"). If the developer fails to commence construction by the Commencement Deadline and thereafter use commercially reasonable diligence in the pursuit of approval of construction plans and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit, the sewer allocation may be revoked in the discretion of the City as a material default under this Agreement. If the Developer commits a material breach of the terms or conditions of this Agreement (including any failure described in the immediately preceding sentence), 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.

15) 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.

16) 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"); provided, however, the natural expiration of the term of this Agreement shall not result in a termination of: (i) the Allocation for the Property (or any separate Allocation Permit evidencing such Allocation); (ii) the Temporary Construction Easement (unless otherwise terminated in accordance with its terms); or (iii) the Stormwater Easement (unless otherwise terminated in accordance with its terms).

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 (including, without limitation, any homeowners association formed in connection with the Project). 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 or due to interference by another Party, 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 (any of the foregoing are sometimes referred to herein as "Force Majeure"). In the event of a default, delay or failure to perform due to an event of Force Majeure, 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 event of Force Majeure. 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 event of Force Majeure 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 it 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) 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, in connection with the Project, enter into contract with 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, in connection with the Project, enter into any contract with 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) 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:

Dale Earnhardt Blvd Partners, LLC
c/o Beauxwright, LLC
1900 West Morehead St., Suite 201
Charlotte, NC 28208
Attn: Chris Warren
Email: chris.warren@beauxwright.com

With copies to:

Katten Muchin Rosenman LLP
615 S. College Street, 17th Floor
Charlotte, NC 28202
Attn: Adam Stoddard, Esq.
Email: adam.stoddard@katten.com

r) 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.

s) 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.

t) 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.

17) Termination. This Agreement shall automatically terminate without further action by the parties if, and only if, Developer, or its assign, fails to become the fee simple owner of the Property within fifteen (15) months after the date of this Agreement ("Condition"). The satisfaction of the Condition shall be evidenced by a recorded deed into Developer or its assign. The parties shall cause this Agreement to be recorded in the appliable public records upon satisfaction of the Condition. For the sake of clarity, this Agreement is effective upon signing and binding upon their parties and respective assigns.

[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
City Manager

Attest: _____
Pam Scaggs, CMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the 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 _____ day of _____, 20__.

_____
Notary Public

[SEAL]

My commission expires: _____

DALE EARNHARDT BLVD PARTNERS, LLC, a North Carolina limited liability company

By: _____
Name: William C. Warren
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Adam Stoddard, a Notary Public for the County and State aforesaid, do hereby certify that William C. Warren personally came before me this day and acknowledged that he is the Manager of Dale Earnhardt Blvd Partners, LLC, a North Carolina limited liability company, and, as such, he, being authorized to do so, executed the foregoing on behalf of Dale Earnhardt Blvd Partners, LLC.

Witness my hand and official seal, this the _____ day of _____ 2025.

My Commission Expires: _____

_____
Notary Public

(Affix Notary Seal)

_____
Print Name

Ordinance #_____

EXHIBIT A

Ordinance

AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KANNAPOLIS AND

_____

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 _____ ("Developer") have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on _____, 20___ 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 authorizes the Manager to execute the Development Agreement.

2. This Ordinance is effective upon adoption.

Adopted this ____ day of _____, 20___.

_____
Milton D. Hinnant, Mayor

_____
Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT B-1

Property

TAX PARCEL ID NUMBERS

1. 56144081910000
2. 56144080250000
3. 56144070540000
4. 56144060700000
5. 56134959960000
6. 56134959230000
7. 56134958820000
8. 56134968440000
9. 56134978070000
10. 56134978590000
11. 56134989120000
12. 56134989750000
13. 56144090500000
14. 56134998860000
15. 56134998430000
16. 56134988800000
17. 56134987270000
18. 56134977640000
19. 56134977010000
20. 56134966470000
21. 56134965930000
22. 56134975470000
23. 56134976930000
24. 56134986540000
25. 56134996160000
26. 56134996690000
27. 56134997870000

EXHIBIT B-2

Property

Legal Description

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

TRACT I:

BEING all of Lots 1 and 14 in Block C as shown on that certain plat entitled “Property of Cannon Holding Corporation Kannapolis Subdivision S.W., Section V” recorded in Plat Book 20, pages 4 and 5 in the Office of the Register of Deeds for Cabarrus County, North Carolina.

LESS AND EXCEPT that portion thereof taken by the Department of Transportation for Dale Earnhardt Boulevard.

TRACT II

Being all of Lots 1 and 13 in Block D as shown on that certain plat entitled "Property of Cannon Holding Corporation Kannapolis Subdivision S.W., Section V" according to the plat thereof recorded in Plat Book 20, pages 4 and 5 in the Office of the Register of Deeds of Cabarrus County, North Carolina.

LESS AND EXCEPT the land conveyed by Deed for Highway Right of Way recorded in Book 12370, page 226, Cabarrus County Registry.

TRACT III

Being all of Lots 2, 3, 4, 5, 6 and 7 in Block C as shown on that certain plat entitled "Property of Cannon Holding Corporation Kannapolis Subdivision S.W., Section V" according to the plat thereof recorded in Plat Book 20, pages 4 and 5 in the Office of the Register of Deeds of Cabarrus County, North Carolina.

TRACT IV Being all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block D as shown on that certain plat entitled "Property of Cannon Holding Corporation Kannapolis Subdivision S.W., Section V" according to the plat thereof recorded in Plat Book 20, pages 4 and 5 in the Office of the Register of Deeds of Cabarrus County, North Carolina.

TRACT V BEING all of Lots 8 and 9 in Block C as shown on that certain plat entitled “Property of Cannon Holding Corporation Kannapolis Subdivision S.W., Section V” recorded in Plat Book 20, pages 4 and 5 in the Office of the Register of Deeds for Cabarrus County, North Carolina. TRACT VI BEING Lots 10, 11, 12 and 13 in Block C as shown on that certain plat entitled “Exception Plat Boundary Survey and Recombination of Lots 10-13, BLK ‘C’ MBK 20, PG. 4 Properties of Atlantic American Properties, Inc." recorded in Plat Book 83, page 63 in the Office of the Register of Deeds for Cabarrus County, North Carolina.

TRACTS II AND IV DESCRIBED ABOVE, TAKEN AS A TRACT, BEING ALSO DESCRIBED AS FOLLOWS:

NORTHERN TRACT: LYING AND BEING IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA, BEING A TRACT OF LAND BOUNDED BY THE EASTERN RIGHT-OF-WAY OF WEST “D” STREET (30’ PUBLIC RIGHT OF WAY) TO THE WEST, THE SOUTHERN RIGHT-OF-WAY OF CHESTNUT STREET TO THE NORTH, THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BOULEVARD/NC HWY 3 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) TO THE EAST, AND THE NORTHERN RIGHT-OF-WAY OF CENTRAL AVENUE (29.5’ PUBLIC RIGHT OF WAY) TO THE SOUTH, AND, AND BEING MORE PARTICULARLY DESCRIBED TO WIT:

BEGINNING AT A MAGNETIC NAIL, SAID NAIL HAVING THE FOLLOWING NC NAD 83 COORDINATES OF: N: 639747.36, E: 1514569.68’, AND RUNS THENCE ALONG THE WESTERN RIGHT-OF-WAY OF WEST “D” STREET N 26°02'44" W, A DISTANCE OF 247.12' TO A MAGNETIC NAIL AT THE POINT OF INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF WEST “D” STREET WITH THE SOUTHERN RIGHT-OF-WAY OF CHESTNUT AVENUE, THENCE WITH THE SOUTHERN RIGHT-OF-WAY OF CHESTNUT AVENUE THE FOLLOWING FIVE (5) CALLS: (1) N 65°04'44" E, A DISTANCE OF 373.31' TO A COMPUTED POINT, (2) S 24°48'55" E, A DISTANCE OF 8.42' TO A #4 REBAR, (3); N 64°33'34" E, A DISTANCE OF 36.43' TO A COMPUTED POINT; (4) N 64°33'34" E A DISTANCE OF 40.52' TO A #COMPUTED POINT; (5) THENCE S 70°10'59" E, A DISTANCE OF 32.30' TO A COMPUTED POINT AT THE POINT OF INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF CHESTNUT STREET WITH THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BOULEVARD; THENCE WITH THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BLVD THE FOLLOWING FOUR (4) CALLS: (1) S 26°23'29" E, A DISTANCE OF 74.09' TO A COMPUTED POINT; (2) S 21°57'06" E A DISTANCE OF 23.60' TO A #4 REBAR; (3) S 23°11'54" E, A DISTANCE OF 21.80' TO A #4 REBAR; (4) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 63.76', HAVING A RADIUS OF 678.70', AND BEING SUBTENDED BY A CHORD BEARING OFS 20°23'37" E, WITH A CHORD LENGTH OF 63.73' TO A #4 REBAR AT THE INTERSECTION POINT OF THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BLVD WITH THE NORTHERN RIGHT-OF-WAY OF CENTRAL AVENUE, THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF CENTRAL AVENUE THE FOLLOWING FIVE (5) CALLS: S 23°37'52" W, A DISTANCE OF 37.52' TO A #4 REBAR ; (2) S 64°55'26" W, A DISTANCE OF 29.96' TO A COMPUTED POINT; (3) S 64°55'26" W, A DISTANCE OF 58.92' TO A #4 REBAR ; (4) S 25°46'14" E, A DISTANCE OF 7.62' TO A COMPUTED POINT; (5) THENCE S 64°55'14" W, A DISTANCE OF 346.44' TO THE POINT AND PLACE OF BEGINNING AND COMPRISING AN AREA OF 113,530.95 SQUARE FEET,AND/OR 2.364 ACRES, MORE OR LESS.

TRACTS I, III, V, AND VI DESCRIBED ABOVE, TAKEN AS A TRACT, BEING ALSO DESCRIBED AS FOLLOWS:

SOUTHERN TRACT: LYING AND BEING IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA, BEING A TRACT OF LAND BOUNDED BY THE SOUTHERN RIGHT-OF-WAY OF CENTRAL AVENUE (29.5’ RIGHT-OF-WAY) TO THE NORTH, DALE EARNHARDT BOULEVARD/NC HWY 3 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) TO THE EAST, VANCE AVENUE (30’ PUBLIC RIGHT OF WAY) TO THE SOUTH, AND THE EASTERN

RIGHT-OF-WAY OF WEST “D” STREET (30’ PUBLIC RIGHT OF WAY) TO THE WEST, AND BEING MORE PARTICULARLY DESCRIBED TO WIT:

BEGINNING AT A MAGNETIC NAIL, SAID NAIL HAVING THE FOLLOWING NC NAD 83 COORDINATES OF: N: 639721.11’, E: 1514583.60’, AND RUNS THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF CENTRAL AVENUE THE FOLLOWING FIVE (5) CALLS: (1) N 64°55'12", E A DISTANCE OF 344.96' TO A COMPUTED POINT; (2) S 25°05'20" E, A DISTANCE OF 7.82' TO A #4 REBAR; (3) N 64°54'40" E, A DISTANCE OF 64.66' TO A COMPUTED POINT; (4) N 64°54'40" E, A DISTANCE OF 6.10' TO A #4 REBAR; (5) S 61°50'06" E, A DISTANCE OF 41.18' TO A #4 REBAR AT THE INTERSECTION POINT OF THE SOUTHERN RIGHT-OF-WAY OF CENTRAL AVE WITH THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BLVD; THENCE RUNNING WITH THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BLVD THE FOLLOWING FOUR (4) CALLS: (1) WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF123.24', A RADIUS OF 650.13', AND SUBTENDED BY A CHORD BEARING OF S 03°41'07" E, WITH A CHORD LENGTH OF123.06', TO A DRILL HOLE; (2) S 01°35'22" W, A DISTANCE OF 61.50' TO A COMPUTED POINT; (3) WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF73.89', HAVING A RADIUS OF 678.70', AND SUBTENDED BY A CHORD BEARING OF S 10°19'04" W, WITH A CHORD LENGTH OF 73.85', TO A COMPUTED POINT ; (4) S 54°22'59" W, A DISTANCE OF 35.78' TO A #4 REBAR AT THE INTERSECTION POINT OF THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BLVD WITH THE NORTHERN RIGHT-OF-WAY OF VANCE STREET; THENCE ALONG THE NORTHERN RIGHT OF WAY OF VANCE STREET THE FOLLOWING EIGHT (8) CALLS: (1) N 88°12'52" W A DISTANCE OF 39.80' TO A #4 REBAR; (2) S 76°12'19" W, A DISTANCE OF 69.02' TO A #4 REBAR; (3) S 76°09'56" W, A DISTANCE OF 22.88' TO A #4 REBAR; (4) S 59°32'54" W, A DISTANCE OF 43.04' TO A COMPUTED POINT; (5) S 59°32'54" W, A DISTANCE OF 46.16' TO A #4 REBAR; (6) S 54°50'46" W, A DISTANCE OF 58.26' TO A #4 REBAR; (7) N 70°26'04" W, A DISTANCE OF 37.21' TO A #4 REBAR; (8) THENCE S 51°53'11" W, A DISTANCE OF 11.73' TO A #4 REBAR AT THE POINT OF INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF VANCE STREET WITH THE EASTERN RIGHT-OF-WAY OF WEST “D” STREET; THENCE WITH THE EASTERN RIGHT-OF-WAY OF WEST “D” STREET THE FOLLOWING TWO (2) CALLS: (1) WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 93.06', HAVING A RADIUS OF 1330.86', WITH A CHORD BEARING OF N 17°11'16" W, AND A CHORD LENGTH OF 93.04', TO A COMPUTED POINT; (2) THENCE CONTINUING WITH THE SAME COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF144.25', HAVING A RADIUS OF1330.86', WITH A CHORD BEARING OF N 22°17'45" W, AND A CHORD LENGTH OF144.18', TO THE POINT AND PLACE OF BEGINNING AND COMPRISING AN AREA OF 102,991.42 SQUARE FEET, AND/OR 2.364 ACRES, MORE OR LESS.

EXHIBIT C

City Parcel

CABARRUS COUNTY TAX PARCEL: 5613463910000

LYING AND BEING IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA, BOUNDED BY DALE EARNHARDT BOULEVARD TO THE NORTHEAST, VANCE AVENUE TO THE NORTHWEST, AND WEST "D" STREET (AN UNOPENED 30' PUBLIC RIGHT-OF-WAY) TO THE SOUTHWEST AND MORE PARTICULARLY DESCRIBED BELOW.

BEGINNING AT A #4 REBAR ON THE WESTERN MARGIN OF DALE EARNHARDT BOULEVARD, SAID REBAR HAVING THE FOLLOWING NC NAD83 (2011) GRID COORDINATES: N= 639,501.17, E= 1,514,955.15;AND RUNS THENCE ALONG THE RIGHT OF WAY OF DALE EARNHARDT N 33°54'01" W, A DISTANCE OF 44.86' TO A CAPPED #4 REBAR ON THE SOUTHERN RIGHT OF WAY OF VANCE AVENUE; THENCE WITH THE SOUTHERN RIGHT-OF-WAY OF VANCE AVENUE THE FOLLOWING FOUR (4) CALLS: 1) WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 160.45', WITH A RADIUS OF 264.48', BEING SUBTENDED BY A CHORD BEARING OF S 71°52'59" W, AND A CHORD LENGTH OF 158.00' TO A #4 REBAR; 2) S 55°35'04" W A DISTANCE OF 158.09' TO A #4 REBAR; 3) N 34°01'42" W, A DISTANCE OF 5.55' TO A #4 REBAR; 4) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 284.24', HAVING A RADIUS OF 2,392.53', BEING SUBTENDED BY A CHORD BEARING OF S 51°14'28" W, WITH A CHORD LENGTH OF 284.08' TO A #4 REBAR AT THE INTERSECTION OF RIGHT-OF-WAYS FOR THE SOUTHERN MARGIN OF VANCE STREET WITH THE EASTERN MARGIN OF WEST "D" STREET, THENCE WITH THE EASTERN MARGIN OF WEST "D" STREET S 49°15'39" E A DISTANCE OF 290.88' TO A #4 REBAR ON THE WESTERN MARGIN OF DALE EARNHARDT BOULEVARD, THENCE WITH THE WESTERN MARGIN OF DALE EARNHARDT TO THE POINT AND PLACE OF BEGINNING AND BEING APPROXIMATELY 112,265 SQUARE FEET, AND/OR 2.57 ACRES, MORE OR LESS.

EXHIBIT D

Development Plan

[DEVELOPMENT PLAN TO BE INSERTED AFTER CITY COUNCIL APPROVAL]

EXHIBIT E

Development Schedule and
Public Facilities Schedule/Scope of Work

1. (Scope of Work description)

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 _____, 20__ but such construction shall not be an obligation of Developer.

EXHIBIT F

Temporary Construction Easement

[FORM OF TEMPORARY CONSTRUCTION EASEMENT TO BE INSERTED AFTER APPROVAL BY CITY AND DEVELOPER]

EXHIBIT G

Stormwater Easement

[FORM OF STORMWATER EASEMENT TO BE INSERTED AFTER APPROVAL BY CITY AND DEVELOPER]

Ryan
Homes

Ryan
Homes

EXAMPLE IMAGES OF POTENTIAL DOG PLAY EQUIPMENT

TOWNHOME DEVELOPMENT

VANCE STREET

W D STREET

VANCE STREET

DALE EARNHARDT BLVD

SMALL DOG AREA
± 3,900 SF

LARGE DOG AREA ± 14,000 SF

BMP

FENCING SEPARATION BETWEEN SMALL AND LARGE DOG AREA

PICNIC TABLES W/ UMBRELLA

SHADE SAIL W/ PICNIC TABLE, FINAL LOCATION TBD

ENTRANCE VESTIBULE

HOSE BIB LOCATION

BENCH SEATING, TYP.

PET WASTE STATION, TYP.

PET WASTE STATION, TYP.

DOG PLAY EQUIPMENT, TYP.
FINAL SELECTION AND LOCATIONS, TBD

BENCH SEATING, TYP.

75.00'

10.00'

SCALE: 1"=20' 0 10 20 40

KANNAPOLIS TOWNHOMES ▪ KANNAPOLIS, NC ▪ PRELIMINARY DOG PARK

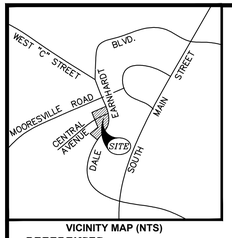
PN 1024175 | 04.23.2025 | BEAUXWRIGHT

LandDesign.

Project Schedule

Deliverable	Estimated Date
Permit Approvals	Q4 - 2025
Development Start	Q1 - 2026
Home Construction Start	Q3 - 2026
First Home Sales	Q4 - 2026
Dog Park Delivery	Q1 - 2027
Last Sales	Q4 - 2028

Note: All timelines shown are estimates and subject to change without notice.



VICINITY MAP (NTS)

FLOOD NOTE:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X AS SHOWN FROM THE FOLLOWING FEMA FLOOD MAPS
3710561300K, PANEL 5613, REVISED 11/16/2018
3710561300K, PANEL 5614, REVISED 11/16/2018

NOTE REGARDING REVISION:

THIS PRELIMINARY ALTA UPDATES THE CENTRAL AVENUE ROAD ABANDONMENT FILED IN DB 17315 PAGE 0144.

REFERENCES

1. DEED BOOK 16230, PAGE 43
2. PLAT BOOK 20, PAGE 4
3. PLAT BOOK 20, PAGE 5
4. PLAT BOOK 56, PAGE 17
5. PLAT BOOK 56, PAGE 18
6. PLAT BOOK 83, PAGE 63
7. PLAT BOOK 83, PAGE 100
8. PLAT BOOK 85, PAGE 87
9. DEED BOOK 17315, PAGE 144

CABARRUS COUNTY REGISTER OF DEEDS

ZONING

"R8" KANNAPOLIS:
FRONT SETBACK= 10'
SIDE SETBACK= 5'
REAR SETBACK= 5'

"CC" KANNAPOLIS:
FRONT SETBACK= 0–10'
SIDE SETBACK= 0'
REAR SETBACK= 10'

SURVEY NOTES:

1. NORTH IS REFERENCED TO NAD 83 (2011) VIA THE NC RTK NETWORK.
2. SUBJECT PARCELS ARE ZONED: "CC" CENTER CITY AND "R8" RESIDENTIAL.
3. AREA WAS DETERMINED BY THE COORDINATE METHOD.
4. CHICAGO TITLE COMPANY LLC. TITLE REPORT(24–10964CH) PROVIDED BY CLIENT.
5. IRONS AT ALL CORNERS UNLESS SHOWN OR LABELED OTHER WISE.
6. HOUSES ENCROACH PRESCRIPTIVE STORM AND SEWER EASEMENTS ON TAX PARCELS 56134989750000, 56134989830000, 56134996690000, AND 56134996180000.
7. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSES ONLY.
8. AS OF THE DATE OF THIS SURVEY NO RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS FOUND TO EXIST.
9. THERE ARE NO KNOWN PROPOSED CHANGES TO THE STREET RIGHT OF WAY LINES SHOWN.
10. NO PHYSICAL EVIDENCE OF TRACTS BEING USED AS A DUMP, SUMP OR SANITARY LANDFILL WAS FOUND TO EXIST.
11. NO DEFINED PARTY WALLS CONSTITUTING A BOUNDARY LINE.
12. NO WETLANDS DELINEATED OR SURVEYED.
13. AT THE TIME OF THE SURVEY NO IDENTIFIABLE VISUAL EVIDENCE WAS OBSERVED OF CEMETERIES, GRAVESITES OR BURIAL GROUNDS, NOR WERE ANY RECORDED DOCUMENTS PROVIDED IN TITLE COMMITMENT.
14. EACH SUBJECT TRACT IS ONE CONTIGUOUS TRACT WITH NO GAPS OR GORES.
15. TRACT ONE HAS DIRECT ACCESS TO THE PUBLIC RIGHT OF WAY OF CENTRAL AVENUE AND DALE EARNHARDT BOULEVARD. TRACT TWO HAS DIRECT ACCESS TO CENTRAL AVENUE, CHESTNUT STREET, AND DALE EARNHARDT BOULEVARD. TRACT THREE HAS DIRECT ACCESS TO CENTRAL AVENUE, WEST "D" STREET, AND DALE EARNHARDT BOULEVARD. TRACT FOUR HAS DIRECT ACCESS TO CENTRAL AVENUE, WEST "D" STREET, AND CHESTNUT STREET. TRACT FIVE HAS DIRECT ACCESS TO WEST "D" STREET AND VANCE AVENUE. TRACT SIX HAS DIRECT ACCESS TO VANCE AVENUE AND DALE EARNHARDT BOULEVARD.
16. AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF EARTH MOVING WORK AND OR CONSTRUCTION
17. BUILDINGS NOT SURVEYED. LOCATIONS SHOWN PER CABARRUS COUNTY GIS.

SURVEYORS CERTIFICATE:

TO DALE EARNHARDT BOULEVARD PARTNERS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY; LENDER TBD, AND CHICAGO TITLE COMPANY LLC:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 8, 9, 10, 11(A), 12, 13, 16, 17, 18, 19, , AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11/4/2024.

DATE OF PLAT OR MAP: 12/16/2024

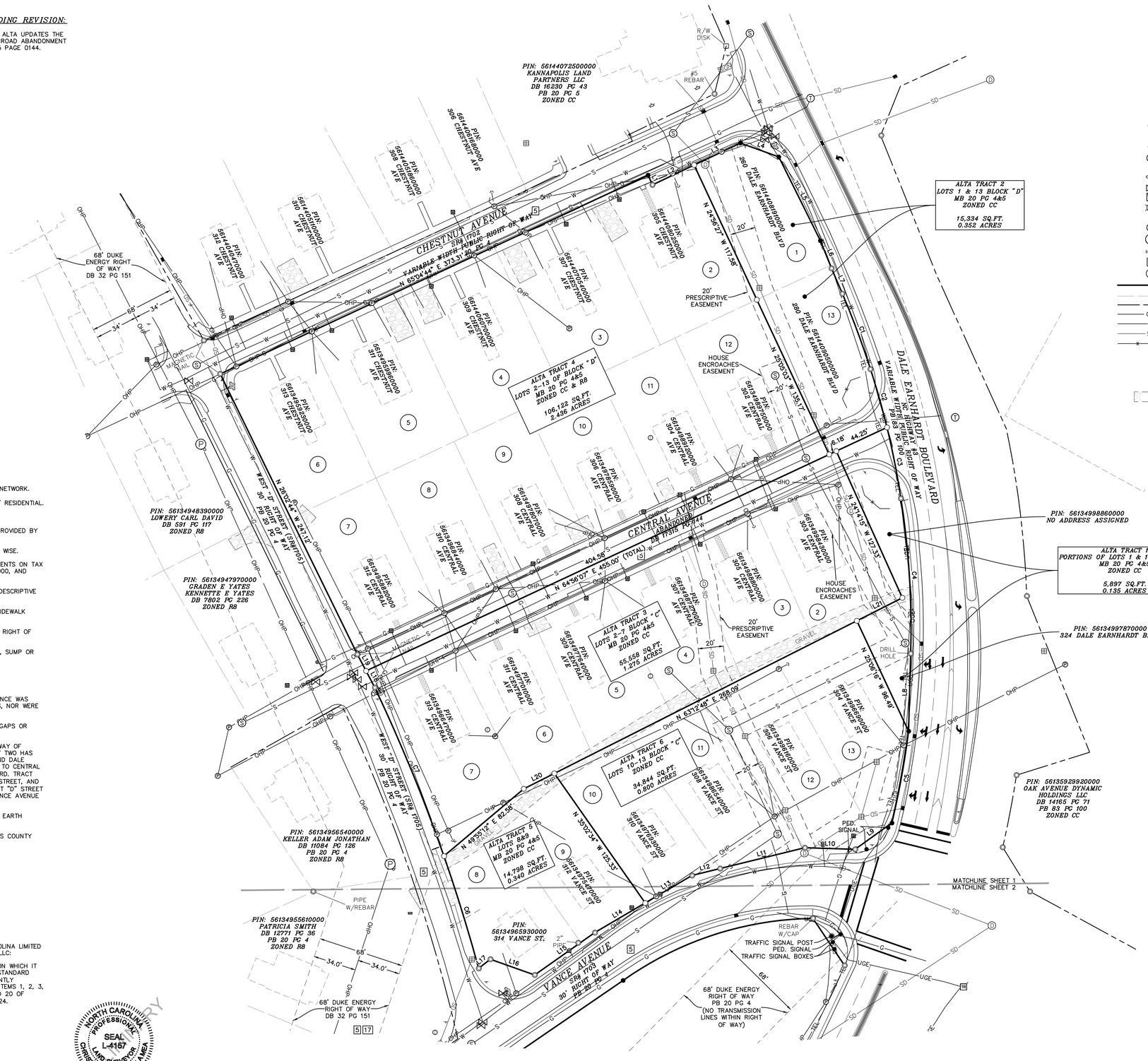
UPDATED: 3/27/2025

PRELIMINARY

CHRISTOPHER G. DELLA MEA
NCPLS REGISTRATION NO, 4157
DATED: 3/27/2025

NORTH CAROLINA PROFESSIONAL SEAL L-4157 LAND SURVEYOR CHRISTOPHER G. DELLA MEA

PRELIMINARY



LEGEND

- IRON FOUND (#4 REBAR UNLESS DESCRIBED OTHERWISE)
- IRON SET (5/8" REBAR)
- CALCULATED POINT
- SEWER MANHOLE
- CLEAN OUT
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- LIGHT POLE
- SPOT LIGHT
- POWER POLE
- HIGH VOLTAGE TRANSMISSION POLE
- GUY WIRE
- ALTA EXCEPTION
- LOT NUMBER
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- RIGHT–OF–WAY
- OVERHEAD POWER LINE
- SEWER LINE
- STORM DRAIN
- FENCE
- ZONING BOUNDARY
- GRAVEL

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 24°48'55" E	8.42'
L2	N 64°33'34" E	36.43'
L3	N 64°33'34" E	40.55'
L4	S 70°10'59" E	32.30'
L5	S 26°23'29" E	74.09'
L6	S 21°57'06" E	23.60'
L7	S 23°11'54" E	21.80'
L8	S 01°35'22" W	61.50'
L9	S 54°22'59" W	35.78'
L10	N 88°12'52" W	39.80'
L11	S 76°12'19" W	69.02'
L12	S 76°09'56" W	22.88'
L13	S 59°32'54" W	43.04'
L14	S 59°32'54" W	46.16'
L15	S 54°50'46" W	58.26'
L16	N 70°26'04" W	37.21'
L17	S 51°53'11" W	11.73'
L18	N 27°44'44" W	14.80'
L19	N 27°44'44" W	14.80'
L20	N 63°12'48" E	27.11'
L21	N 63°12'48" E	40.38'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	678.70'	63.76'	63.73'	S 20°23'37" E
C2	640.97'	47.91'	47.90'	S 15°47'35" E
C3	640.97'	57.29'	57.27'	S 11°05'28" E
C4	664.95'	123.17'	123.00'	S 03°37'19" E
C5	678.70'	73.89'	73.85'	S 10°19'04" W
C6	1330.86'	93.06'	93.04'	N 17°11'16" W
C7	1330.86'	144.25'	144.18'	N 22°17'45" W

DATE	REVISION	BY

GPA
PROFESSIONAL LAND SURVEYORS EST. 1987

GPA INC.
SERVING SOUTH CAROLINA AND NORTH CAROLINA

CHARLESTON SC CORP OFC
281 TREELAND DR. STE B
LADSON SC 29456
OFFICE (843) 285–2424

CHARLOTTE NC BRANCH
605 PHILLIP DAVIS DR. STE 3
CHARLOTTE NC 28217
OFFICE (704) 335–8600

"Integrity Without Boundaries"
www.gpaland.com

NAD83(2011) NC GRID

SCALE
1" = 40'

JOB NO.
240106

DATE
4/2/2025

DRAWN BY
CJP

CHECKED BY
CGD

TOWNSHIP 4

ALTA/NSPS LAND TITLE SURVEY

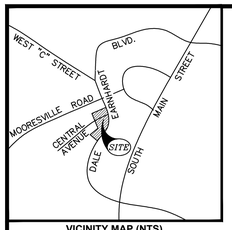
SHOWING MULTIPLE LOTS
ALL PARCELS OWNED BY
KANNAPOLIS LAND PARTNERS LLC
LOCATED IN THE CITY OF KANNAPOLIS
CABARRUS COUNTY, NORTH CAROLINA

PREPARED FOR:
DALE EARNHARDT
1900 WEST MOREHEAD, SUITE 201
CHARLOTTE, NC 28208

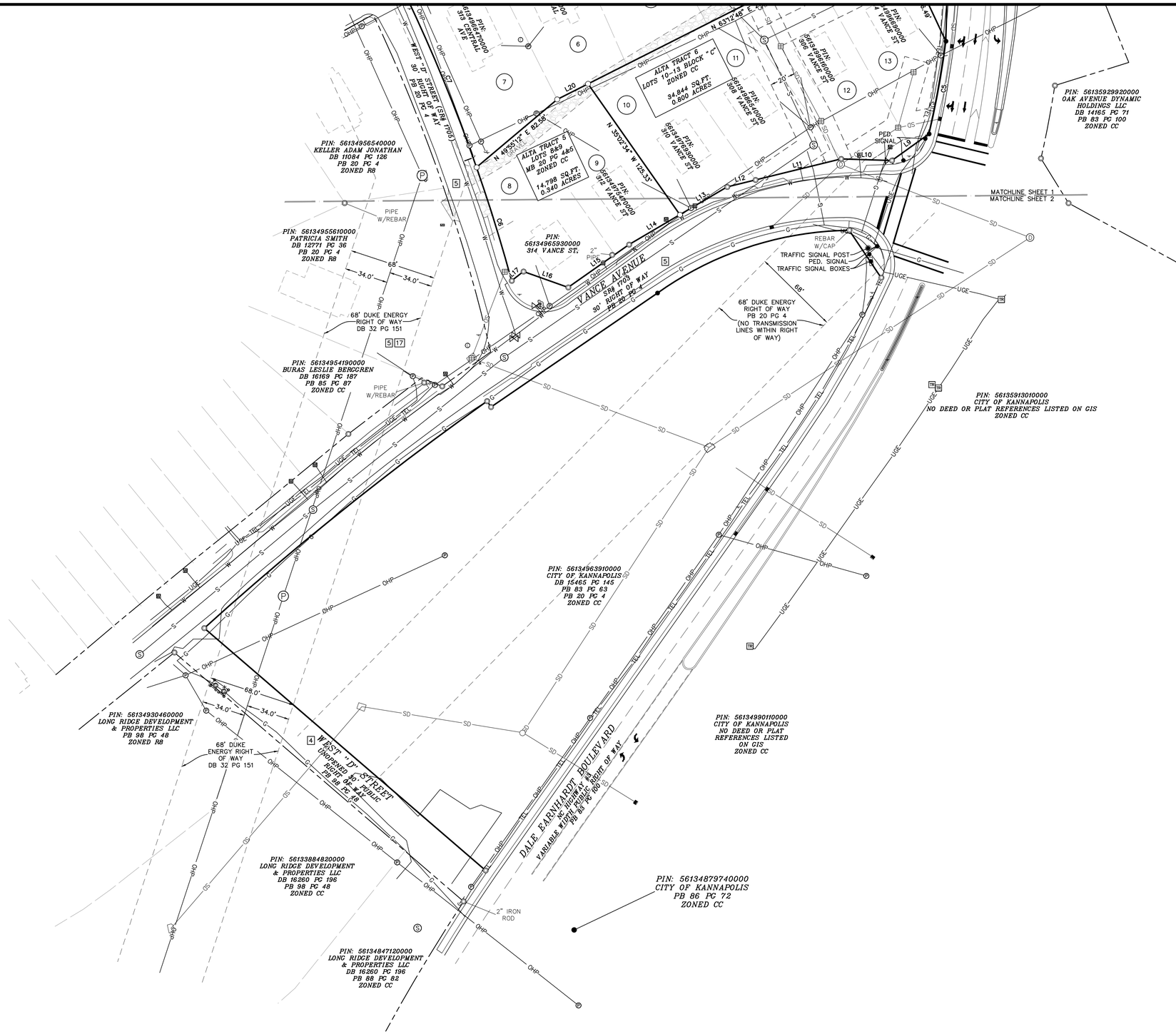
NORTH CAROLINA CERTIFICATE OF AUTHORIZATION
GPA, INC No. C–4472

SHEET 1 OF 3

P:\Projects\2024 PROJECTS\240106-BEAUX\RIGHT-KANNAPOLIS-DALE EARNHARDT\DWG\240106-BASE.dwg



VICINITY MAP (NTS)



PRELIMINARY

NORTH CAROLINA PROFESSIONAL SEAL L-4157 LAND SURVEYOR CHRISTOPHER G. DELLAMEA

40' 0' 20' 40' 80'

1 INCH = 40 FEET

SEE SHEET 3 FOR ALTA EXCEPTIONS

DATE	REVISION	BY

GPA
PROFESSIONAL LAND SURVEYORS EST. 1987

GPA INC.
SERVING SOUTH CAROLINA AND NORTH CAROLINA

CHARLESTON SC CORP OFC
281 TREELAND DR. STE B
LADSON SC 29456
OFFICE (843) 285-2424

CHARLOTTE NC BRANCH
605 PHILLIP DAVIS DR. STE 3
CHARLOTTE NC 28217
OFFICE (704) 335-8600

"Integrity Without Boundaries"
www.gpaland.com

NAD83(2011) NC GRID

SCALE
1" = 40'

JOB NO.
240106

DATE
4/2/2025

DRAWN BY
CJP

CHECKED BY
CGD

TOWNSHIP 4

ALTA/NSPS LAND TITLE SURVEY

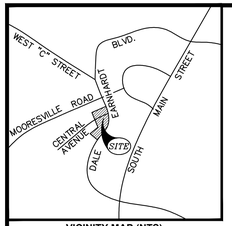
SHOWING MULTIPLE LOTS
ALL PARCELS OWNED BY
KANNAPOLIS LAND PARTNERS LLC
LOCATED IN THE CITY OF KANNAPOLIS
CABARRUS COUNTY, NORTH CAROLINA

PREPARED FOR:
BEAUWRIGHT
1950 WEST MOREHEAD,
SUITE 201
CHARLOTTE, NC 28208

NORTH CAROLINA CERTIFICATE OF AUTHORIZATION GPA, INC. No. C-4472

SHEET 2 OF 3

P:\Projects\2024 PROJECTS\240106-BEAUWRIGHT-KANNAPOLIS-DALE EARNHARDT\DWG\240106-BASE.dwg



VICINITY MAP (NTS)

SCHEDULE "B" = PART II EXCEPTIONS

CHICAGO TITLE COMPANY, LLC
COMMITMENT NUMBER: 24-10964CH
COMMITMENT DATE SEPTEMBER 16, 2024 AT 08:00 AM

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I – REQUIREMENTS ARE MET. **(NON SURVEY)**

2. TAXES OR ASSESSMENTS FOR THE YEAR 2025, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE. **(NON SURVEY)**

3. THE FOLLOWING MATTER(S) DISCLOSED BY PRELIMINARY SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY PREPARED FOR: BEAUWRIGHT" BY CHRISTOPHER G. DELLA MEA, P.L.S. OF GPA PROFESSIONAL LAND SURVEYORS, DATED DECEMBER 16, 2024, LAST REVISED MARCH 27, 2025 (THE "SURVEY"):

   (A) SERVICE UTILITIES; (B) 20' STORM DRAINAGE EASEMENTS WITH IMPROVEMENTS ENCROACHING THEREIN; AND (C) 20' SANITARY SEWER EASEMENTS WITH IMPROVEMENTS ENCROACHING THEREIN.

4. ANY DISCREPANCY IN THE QUANTITY OF THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND OR OF ANY IMPROVEMENT TO THE LAND.**(NEWLY SURVEYED AREA SHOWN)**

5. MATTERS DISCLOSED BY PLAT(S) RECORDED IN PLAT BOOK 20, PAGES 4 AND 5, AND PLAT BOOK 88, PAGE 82, AND AS SHOWN ON THE SURVEY. **(AS SHOWN)**

6. [INTENTIONALLY DELETED]
7. [INTENTIONALLY DELETED]
8. [INTENTIONALLY DELETED]

9. CONSENT DECREE ENTERED IN THE MIDDLE DISTRICT OF NORTH CAROLINA, SALISBURY DIVISION, IN A CIVIL ACTION ENTITLED "UNITED STATES OF AMERICA VS. CANNON MILLS COMPANY CV: C-65-5-69" OBLIGATING CANNON MILLS COMANY TO RENT OR SELL ITS RENTAL HOUSES ON A RACIALLY NONDISCRIMINATORY BASIS. **(NON SURVEY)**

10. [INTENTIONALLY DELETED]
11. [INTENTIONALLY DELETED]

12. JUDGMENT OF DISMISSAL AND DISTRIBUTION OF AWARD TO CABARRUS COUNTY RECORDED IN BOOK 737, PAGE 338. **(NON SURVEY)**

13. [INTENTIONALLY DELETED]
14. [INTENTIONALLY DELETED]
15. [INTENTIONALLY DELETED]
16. [INTENTIONALLY DELETED]

17. EASEMENT(S) TO DUKE POWER COMPANY RECORDED IN BOOK 139, PAGE 626 **(BLANKET EASMENT)**; BOOK 145, PAGE 429 **(BLANKET EASEMENT)**; BOOK 194, PAGE 67 **(68' EASEMENT TO DUKE IN 1946, UNABLE TO DETERMINE EXACT LOCATION)**; BOOK 312, PAGE 151 **(AS SHOWN)**; AND BOOK 336, PAGE 137**(AFFECTS)**.

18. [INTENTIONALLY DELETED]
19. [INTENTIONALLY DELETED]

20. RIGHT(S) OF WAY TO SOUTHERN POWER COMPANY RECORDED IN BOOK 102,PAGE 540.**(BLANKET 68' EASEMENT. LOCATION UNKNOWN.)**

21. [INTENTIONALLY DELETED]
22. [INTENTIONALLY DELETED]
23. [INTENTIONALLY DELETED]
24. [INTENTIONALLY DELETED]

25. EASEMENT(S) AND ANY OTHER MATTER(S) SET FORTH IN FEE SIMPLE DEED TO THE DEPARTMENT OF TRANSPORTATION RECORDED IN BOOK 595, PAGE 819. **(GRANTS RIGHT OF WAY TO D.O.T. FROM CANNON MILLS. (NCDOT PROJECT #8.2660503 DEDICATES UNDERLYING TITLE WITHIN ROADWAYS AS PUBLIC)**

26. LAND CLEARING AND INTER DEBRIS LANDFILL NOTIFICATION RECORDED IN BOOK 2343, PAGE 297.**(NON SURVEY)**

27. [INTENTIONALLY DELETED]
28. [INTENTIONALLY DELETED]
29. [INTENTIONALLY DELETED]
30. [INTENTIONALLY DELETED]
31. [INTENTIONALLY DELETED]
32. [INTENTIONALLY DELETED]
33. [INTENTIONALLY DELETED]
34. [INTENTIONALLY DELETED]
35. [INTENTIONALLY DELETED]
36. [INTENTIONALLY DELETED]
37. [INTENTIONALLY DELETED]
38. [INTENTIONALLY DELETED]
39. [INTENTIONALLY DELETED]
40. [INTENTIONALLY DELETED]
41. [INTENTIONALLY DELETED]

42. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASES. **(NON SURVEY)**

SCHEDULE "A" – LEGAL DESCRIPTION

LYING AND BEING SITUATE IN CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT I:

BEING ALL OF LOTS 1 AND 14 IN BLOCK C AS SHOWN ON THAT CERTAIN PLAT ENTITLED PROPERTY OF CANNON HOLDING CORPORATION KANNAPOLIS SUBDIVISION S.W., SECTION V RECORDED IN PLAT BOOK 20, PAGES 4 AND 5 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CABARRUS COUNTY, NORTH CAROLINA.

LESS AND EXCEPT THAT PORTION THEREOF TAKEN BY THE DEPARTMENT OF TRANSPORTATION FOR DALE EARNHARDT BOULEVARD.

TRACT II

BEING ALL OF LOTS 1 AND 13 IN BLOCK D AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PROPERTY OF CANNON HOLDING CORPORATION KANNAPOLIS SUBDIVISION S.W., SECTION V" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGES 4 AND 5 IN THE OFFICE OF THE REGISTER OF DEEDS OF CABARRUS COUNTY, NORTH CAROLINA.

LESS AND EXCEPT THE LAND CONVEYED BY DEED FOR HIGHWAY RIGHT OF WAY RECORDED IN BOOK 12370, PAGE 226, CABARRUS COUNTY REGISTRY.

TRACT III

BEING ALL OF LOTS 2, 3, 4, 5, 6 AND 7 IN BLOCK C AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PROPERTY OF CANNON HOLDING CORPORATION KANNAPOLIS SUBDIVISION S.W., SECTION V" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGES 4 AND 5 IN THE OFFICE OF THE REGISTER OF DEEDS OF CABARRUS COUNTY, NORTH CAROLINA.

TRACT IV

BEING ALL OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK D AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PROPERTY OF CANNON HOLDING CORPORATION KANNAPOLIS SUBDIVISION S.W., SECTION V" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGES 4 AND 5 IN THE OFFICE OF THE REGISTER OF DEEDS OF CABARRUS COUNTY, NORTH CAROLINA.

TRACT V

BEING ALL OF LOTS 8 AND 9 IN BLOCK C AS SHOWN ON THAT CERTAIN PLAT ENTITLED PROPERTY OF CANNON HOLDING CORPORATION KANNAPOLIS SUBDIVISION S.W., SECTION V RECORDED IN PLAT BOOK 20, PAGES 4 AND 5 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CABARRUS COUNTY, NORTH CAROLINA.

TRACT VI

BEING LOTS 10, 11, 12 AND 13 IN BLOCK C AS SHOWN ON THAT CERTAIN PLAT ENTITLED "EXCEPTION PLAT BOUNDARY SURVEY AND RECOMBINATION OF LOTS 10-13, BLK "C" MBK 20, PG. 4 PROPERTIES OF ATLANTIC AMERICAN PROPERTIES, INC." RECORDED IN PLAT BOOK 83, PAGE 63 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CABARRUS COUNTY, NORTH CAROLINA.

TRACTS II AND IV DESCRIBED ABOVE, TAKEN AS A TRACT, BEING ALSO DESCRIBED AS FOLLOWS:

NORTHERN TRACT: LYING AND BEING IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA, BEING A TRACT OF LAND BOUNDED BY THE EASTERN RIGHT-OF-WAY OF WEST D STREET (30' PUBLIC RIGHT OF WAY) TO THE WEST, THE SOUTHERN RIGHT-OF-WAY OF CHESTNUT STREET TO THE NORTH, THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BOULEVARD/NC HWY 3 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) TO THE EAST, AND THE NORTHERN RIGHT-OF-WAY OF CENTRAL AVENUE (29.5' PUBLIC RIGHT OF WAY) TO THE SOUTH, AND, AND BEING MORE PARTICULARLY DESCRIBED TO WIT:

BEGINNING AT A MAGNETIC NAIL, SAID NAIL HAVING THE FOLLOWING NC NAD 83 COORDINATES OF: N: 639747.36, E: 1514569.68, AND RUNS THENCE ALONG THE WESTERN RIGHT-OF-WAY OF WEST D STREET N 26°02'44" W, A DISTANCE OF 247.12' TO A MAGNETIC NAIL AT THE POINT OF INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF WEST D STREET WITH THE SOUTHERN RIGHT-OF-WAY OF CHESTNUT AVENUE, THENCE WITH THE SOUTHERN RIGHT-OF-WAY OF CHESTNUT AVENUE THE FOLLOWING FIVE (5) CALLS: (1) N 65°04'44" E, A DISTANCE OF 373.31' TO A COMPUTED POINT, (2) S 24°48'55" E, A DISTANCE OF 8.42' TO A #4 REBAR, (3); N 64°33'34" E, A DISTANCE OF 36.43' TO A COMPUTED POINT; (4) N 64°33'34" E A DISTANCE OF 40.52' TO A #COMPUTED POINT; (5) THENCE S 70°10'59" E, A DISTANCE OF 32.30' TO A COMPUTED POINT AT THE POINT OF INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF CHESTNUT STREET WITH THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BOULEVARD; THENCE WITH THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BLVD THE FOLLOWING FOUR (4) CALLS: (1) S 26°23'29" E, A DISTANCE OF 74.09' TO A COMPUTED POINT; (2) S 21°57'06" E A DISTANCE OF 23.60' TO A #4 REBAR; (3) S 23°11'54" E, A DISTANCE OF 21.80' TO A #4 REBAR; (4) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 63.76', HAVING A RADIUS OF 678.70', AND BEING SUBTENDED BY A CHORD BEARING OF S 20°23'37" E, WITH A CHORD LENGTH OF 63.73' TO A #4 REBAR AT THE INTERSECTION POINT OF THE WESTERN RIGHT-OF-WAY DALE EARNHARDT BLVD WITH THE NORTHERN RIGHT-OF-WAY OF CENTRAL AVENUE, THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF CENTRAL AVENUE THE FOLLOWING FIVE (5) CALLS: S 23°37'52" W, A DISTANCE OF 37.52' TO A #4 REBAR ; (2) S 64°55'26" W, A DISTANCE OF 29.96' TO A COMPUTED POINT; (3) S 64°55'26" W, A DISTANCE OF 58.92' TO A #4 REBAR ; (4) S 25°46'14" E, A DISTANCE OF 7.62' TO A COMPUTED POINT; (5) THENCE S 64°55'14" W, A DISTANCE OF 346.44' TO THE POINT AND PLACE OF BEGINNING AND COMPRISING AN AREA OF 113,530.95 SQUARE FEET,AND/OR 2.364 ACRES, MORE OR LESS.

TRACTS I, III, V, AND VI DESCRIBED ABOVE, TAKEN AS A TRACT, BEING ALSO DESCRIBED AS FOLLOWS:

SOUTHERN TRACT: LYING AND BEING IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA, BEING A TRACT OF LAND BOUNDED BY THE SOUTHERN RIGHT-OF-WAY OF CENTRAL AVENUE (29.5' RIGHT-OF-WAY) TO THE NORTH, DALE EARNHARDT BOULEVARD/NC HWY 3 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) TO THE EAST, VANCE AVENUE (30' PUBLIC RIGHT OF WAY) TO THE SOUTH, AND THE EASTERN RIGHT-OF-WAY OF WEST D STREET (30' PUBLIC RIGHT OF WAY) TO THE WEST, AND BEING MORE PARTICULARLY DESCRIBED TO WIT: BEGINNING AT A MAGNETIC NAIL, SAID NAIL HAVING THE FOLLOWING NC NAD 83 COORDINATES OF: N: 639721.11', E:1514583.60', AND RUNS THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF CENTRAL AVENUE THE FOLLOWING FIVE (5) CALLS: (1) N 64°55'12", E A DISTANCE OF 344.96' TO A COMPUTED POINT; (2) S 25°05'20" E, A DISTANCE OF 7.82' TO A #4 REBAR; (3) N 64°54'40" E, A DISTANCE OF 64.66' TO A COMPUTED POINT; (4) N 64°54'40" E, A DISTANCE OF 6.10' TO A #4 REBAR; (5) S 61°50'06" E, A DISTANCE OF 41.18' TO A #4 REBAR AT THE INTERSECTION POINT OF THE SOUTHERN RIGHT-OF-WAY OF CENTRAL AVE WITH THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BLVD; THENCE RUNNING WITH THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BLVD THE FOLLOWING FOUR (4) CALLS: (1) WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF123.24', A RADIUS OF 650.13', AND SUBTENDED BY A CHORD BEARING OF S 03°41'07" E, WITH A CHORD LENGTH OF123.06', TO A DRILL HOLE; (2) S 01°35'22" W, A DISTANCE OF 61.50' TO A COMPUTED POINT; (3) WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF73.89', HAVING A RADIUS OF 678.70', AND SUBTENDED BY A CHORD BEARING OF S 10°19'04" W, WITH A CHORD LENGTH OF 73.85', TO A COMPUTED POINT ; (4) S 54°22'59" W, A DISTANCE OF 35.78' TO A #4 REBAR AT THE INTERSECTION POINT OF THE WESTERN RIGHT-OF-WAY OF DALE EARNHARDT BLVD WITH THE NORTHERN RIGHT-OF-WAY OF VANCE STREET; THENCE ALONG THE NORTHERN RIGHT OF WAY OF VANCE STREET THE FOLLOWING EIGHT (8) CALLS: (1) N 88°12'52" W A DISTANCE OF 39.80' TO A #4 REBAR; (2) S 76°12'19" W, A DISTANCE OF 69.02' TO A #4 REBAR; (3) S 76°09'56" W, A DISTANCE OF 22.88' TO A #4 REBAR; (4) S 59°32'54" W, A DISTANCE OF 43.04' TO A COMPUTED POINT; (5) S 59°32'54" W, A DISTANCE OF 46.16' TO A #4 REBAR; (6) S 54°50'46" W, A DISTANCE OF 58.26' TO A #4 REBAR; (7) N 70°26'04" W, A DISTANCE OF 37.21' TO A #4 REBAR; (8) THENCE S 51°53'11" W, A DISTANCE OF 11.73' TO A #4 REBAR AT THE POINT OF INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF VANCE STREET WITH THE EASTERN RIGHT-OF-WAY OF WEST D STREET; THENCE WITH THE EASTERN RIGHT-OF-WAY OF WEST D STREET THE FOLLOWING TWO (2) CALLS: (1) WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 93.06', HAVING A RADIUS OF 1,330.86', WITH A CHORD BEARING OF N 17°11'16" W, AND A CHORD LENGTH OF 93.04', TO A COMPUTED POINT; (2) THENCE CONTINUING WITH THE SAME COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 144.25', HAVING A RADIUS OF 1,330.86', WITH A CHORD BEARING OF N 22°17'45" W, AND A CHORD LENGTH OF 144.18', TO THE POINT AND PLACE OF BEGINNING AND COMPRISING AN AREA OF 102,991.42 SQUARE FEET,AND/OR 2.364 ACRES, MORE OR LESS.

SEE SHEET 3 FOR ALTA EXCEPTIONS

PROFESSIONAL ENGINEER SEAL L-4157 NORTH CAROLINA LAND SURVEYOR CHRISTOPHER G. DELLA MEA

40' 0' 20' 40' 80'
1 INCH = 40 FEET

DATE	REVISION	BY

GPA
PROFESSIONAL LAND SURVEYORS EST. 1987
NC CRD GPA NABS(2011)
GPA INC.
SERVING SOUTH CAROLINA AND NORTH CAROLINA
CHARLESTON SC CORP OFC
281 TREELAND DR. STE B
LADSON SC 29456
OFFICE (843) 285-2424
CHARLOTTE NC BRANCH
605 PHILLIP DAVIS DR. STE 3
CHARLOTTE NC 28217
OFFICE (704) 335-8600
"Integrity Without Boundaries"
www.gpaland.com

SCALE
1" = 40'

JOB NO.
240106

DATE
4/2/2025

DRAWN BY
CJP

CHECKED BY
CGD

TOWNSHIP 4

ALTA/NSPS LAND TITLE SURVEY

SHOWING MULTIPLE LOTS
ALL PARCELS OWNED BY
KANNAPOLIS LAND PARTNERS LLC
LOCATED IN THE CITY OF KANNAPOLIS
CABARRUS COUNTY, NORTH CAROLINA

PREPARED FOR:
BEAUWRIGHT
1900 WEST MOREHEAD,
SUITE 201
CHARLOTTE, NC 28208

NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS
GPA, INC
No. C-4472
CERTIFICATE OF AUTHORIZATION

SHEET 3 OF 3

P:\Projects\2024 PROJECTS\240106-BEAUWRIGHT-KANNAPOLIS-DALE EARNHARDT\DWG\240106-BASE.dwg

Project Schedule

Deliverable	Estimated Date
Permit Approvals	Q4 - 2025
Development Start	Q1 - 2026
Home Construction Start	Q3 - 2026
First Home Sales	Q4 - 2026
Dog Park Delivery	Q1 - 2027
Last Sales	Q4 - 2028

Note: All timelines shown are estimates and subject to change without notice.

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-07** - Cambridge Properties Inc. (Millstone Townhomes) **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Conduct a Public Hearing.
2. Motion to approve the Resolution approving the Ordinance to execute 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 5.60 +/- acres, to be subdivided out of two larger tracts totaling approximately 41.87 +/- acres of real property, further identified as Cabarrus County Parcel Identification Numbers 56147242620000 and 56146240800000. The Development Agreement with Cambridge Properties, Inc. calls for a 135-unit attached townhome development.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to approve the Resolution approving the Ordinance to execute the Development Agreement with Cambridge Properties Inc. (Recommended).**
2. Amend and then approve the Resolution.
3. Table action to a future meeting.

4. Take no action.

Attachments

1. DevelopmentAgreement_MillstoneTownhomesDraft cao4_23_cc
2. Millstone_5Unit
3. Millstone_7Unit
4. Public Notice CC 4.28.2025
5. Resolution DA Millstone TH
6. Ordinance Dev Millstone TH

WASTEWATER ALLOCATION

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

CAMBRIDGE PROPERTIES INC., or assigns

_____, 2025

(Millstone Townhomes)

WASTEWATER ALLOCATION

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the "Agreement") is entered into effective as of the ___ day of _____, 20____ (the "Effective Date"), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the "City") and Cambridge Properties, Inc., a North Carolina corporation, or assigns (with its successors in interest, (the "Developer"). The Project will be known as Millstone Townhomes. 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 5.60 acres, to be subdivided out of two larger tracts totaling approximately 41.87 acres andconsisting of two (2) parcels denoted by Cabarrus County parcel ID(s) 56147242620000 and 56146240800000 (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 residential community consisting of up to 135 attached townhome units, parking areas, accessways, and ancillary amenity areas (which may include a clubhouse and pool); and
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. Construction by Developer of public infrastructure as described in Exhibit C and/or Exhibit D; and
2. Development of the Property in accordance with the City's Comprehensive Plan.

F. Pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the _____, 20___ 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.

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 as the conceptual site plan or such other plan as may be ultimately approved by the City, which is currently 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. Effective upon satisfaction of the(as such term is defined in Section 15 below), 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, the City agrees to provide sewer to the Project up to a maximum average daily flow of 30,375 GPD (the "Allocation") calculated based upon 135 townhome units. 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.

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, limited to construction of the extension of Charles Babbage Lane as a public right of way to intersect with the existing Laureate Way.

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 it 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) 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) 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 Properties, Inc.
831 E. Morehead St., Ste. 245
Charlotte, NC 28202
Email: nkb@cambridgeprop.com

With copies to:

Brent A. Torstrick
Robinson, Bradshaw & Hinson, P.A.
101 N. Tryon Street, Suite 1900
Charlotte, NC 28246
Email: btorstrick@rbh.com

r) 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.

s) 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.

t) 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.

15. Termination. This Agreement shall automatically terminate without further action by the parties if, and only if, Developer, or its assign, fails to become the fee simple owner of the Property within Five Hundred Days (540) days after the date of this Agreement ("Condition"). The satisfaction of the Condition shall be evidenced by a recorded deed into Developer or its

assign. The parties shall cause this Agreement to be recorded in the appliable public records upon satisfaction of the Condition. For the sake of clarity, this Agreement is effective upon signing and binding upon their parties and respective assigns.

[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
City Manager

Attest: _____
Pam Scaggs, CMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the 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 _____ day of _____, 20__.

_____
Notary Public

[SEAL]

My commission expires: _____

Cambridge Properties, Inc.

By: _____

John J. Priester, Jr.

President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is _____ of _____, , and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by _____, _____.

Witness my hand and notarial seal, this _____ day of _____, 20__.

_____

Notary Public

[SEAL]

My commission expires: _____

Ordinance #_____

EXHIBIT A

Ordinance

AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KANNAPOLIS AND

_____

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 _____ ("Developer") have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on _____, 20___ 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 authorizes the Manager to execute the Development Agreement.

2. This Ordinance is effective upon adoption.

Adopted this ____ day of _____, 20___.

_____
Milton D. Hinnant, Mayor

_____
Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT B

Property

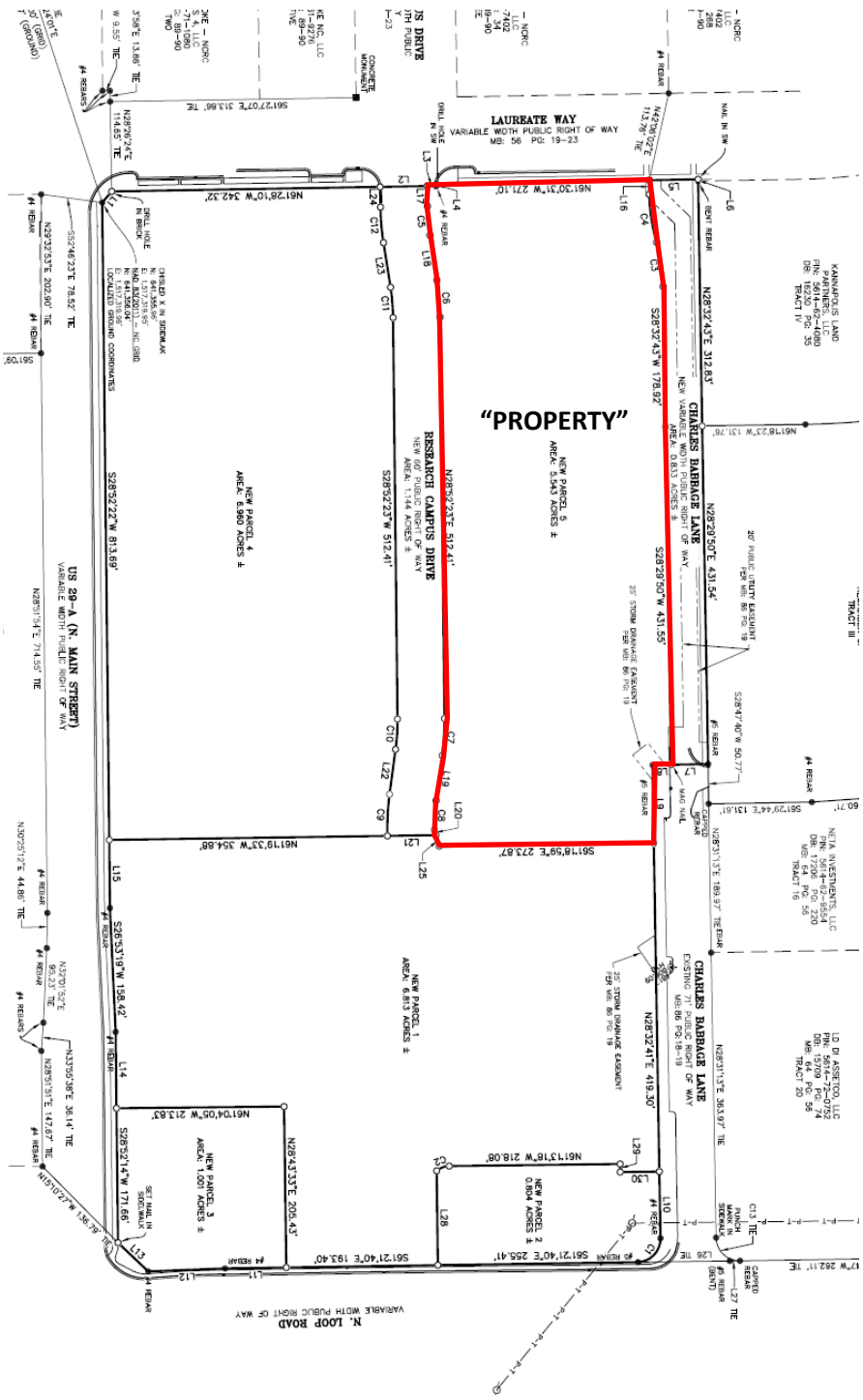


EXHIBIT C

Development Plan

[DEVELOPMENT PLAN TO BE INSERTED AFTER CITY COUNCIL APPROVAL]

EXHIBIT D

Development Schedule and
Public Facilities Schedule/Scope of Work

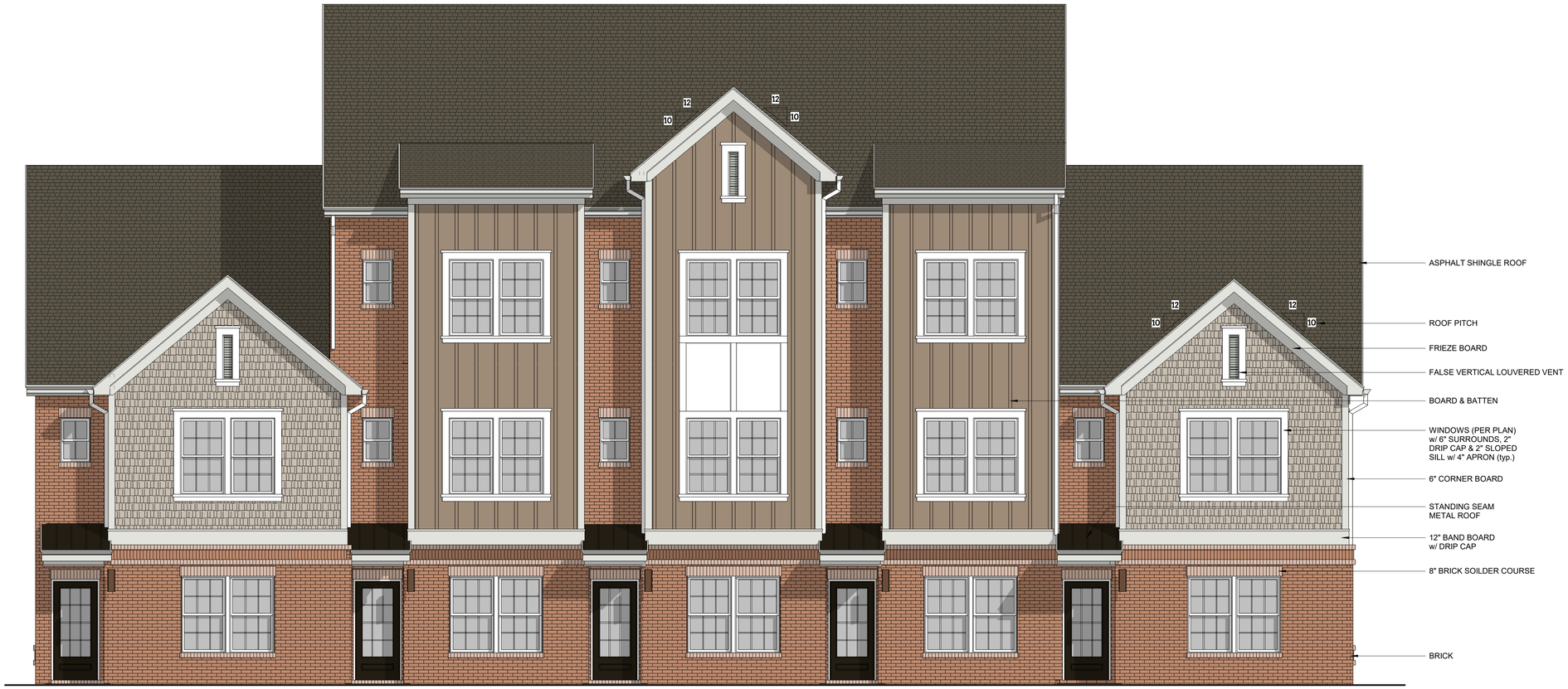
1. Construction of offsite roadway improvement infrastructure limited to construction of the extension of Charles Babbage Lane as a public right of way to intersect with the existing Laureate Way.

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 _____, 20__ but such construction shall not be an obligation of Developer.

Elevation Notes

1. The contractor shall examine and become familiar with all documents in their entirety, survey the project, and become familiar with existing conditions and scope of work. If any discrepancy and / or uncertainty as to what material or product is to be used, verify with the owner or designer.
2. Board & batten to be centered on elements as denoted on elevation.



1 | A201 — **Front Elevation** — 1/4" = 1'-0"

STUDIO

BROADHILL STUDIO, LLC
56 BROAD ST, 3RD FL
CHARLESTON, SC 29401

NOT FOR CONSTRUCTION

This document is an instrument of service and shall remain the property of BroadHill Studio, LLC, who retains all common law, statutory and other reserved rights, including the copyright thereto.

ARCHITECT OF RECORD: VINYET ARCHITECTURE

MYLES S ALEXANDER — REGISTERED ARCHITECT — 10220 — NORTH CAROLINA — ASHEVILLE NC

VINYET ARCHITECTURE PC — REGISTERED ARCHITECTURAL CORPORATION — CERT. NO. 52816 — NORTH CAROLINA — ASHEVILLE NC

charleston 843.619.7662
asheville 828.619.0301
contact@vin-yet.com
rock hill 803.324.5531

Revision Date:

Fieldcrest Townhomes

Address: Kannapolis, North Carolina
Client: Copper Builders

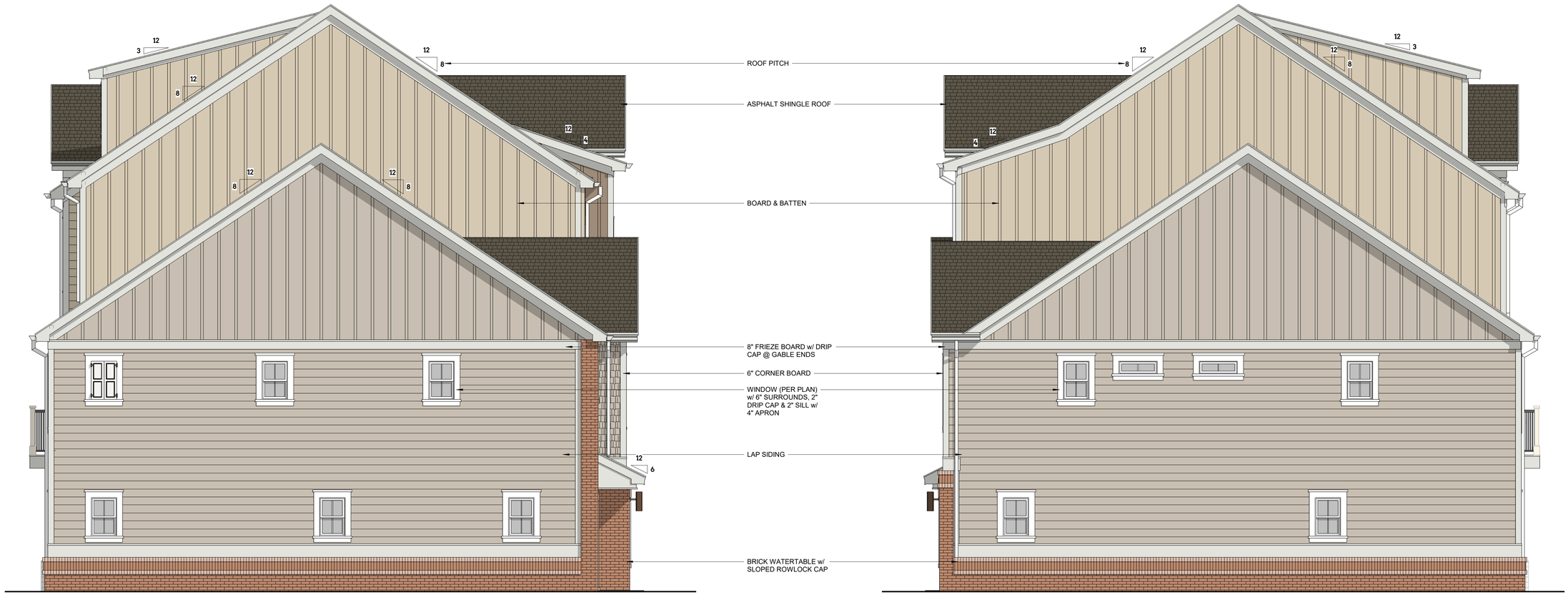
Front Elevation

1/4" = 1'-0"

BH24019

01.10.25

A201



1 | Left Elevation
A202 | 1/4" = 1'-0"

2 | Right Elevation
A202 | 1/4" = 1'-0"

STUDIO

BROADHILL STUDIO, LLC
56 BROAD ST, 3RD FL
CHARLESTON, SC 29401

NOT FOR CONSTRUCTION

This document is an instrument of service and shall remain the property of BroadHill Studio, LLC, who retains all common law, statutory and other reserved rights, including the copyright thereto.

ARCHITECT OF RECORD: VINYET ARCHITECTURE

MYLES S ALEXANDER
REGISTERED ARCHITECT
10220
NORTH CAROLINA
ASHEVILLE NC

VINYET ARCHITECTURE, PC
REGISTERED ARCHITECTURAL CORPORATION
CERT. NO. 52816
NORTH CAROLINA
ASHEVILLE NC

contact@vin-yet.com
charleston 843.619.7662
asheville 828.619.0301
rock hill 803.324.5531

Revision Date:

Fieldcrest Townhomes

Address: Kannapolis, North Carolina
Client: Copper Builders

Right & Left Elevations

1/4" = 1'-0"

BH24019

01.09.25

A202

1 | Rear Elevation
A203 | 1/4" = 1'-0"

STUDIO

BROADHILL STUDIO, LLC
56 BROAD ST, 3RD FL
CHARLESTON, SC 29401

NOT FOR CONSTRUCTION

This document is an instrument of service and shall remain the property of BroadHill Studio, LLC, who retains all common law, statutory and other reserved rights, including the copyright thereto.

ARCHITECT OF RECORD: VINYET ARCHITECTURE

MYLES S ALEXANDER
REGISTERED ARCHITECT
10220
NORTH CAROLINA
ASHEVILLE NC

VINYET ARCHITECTURE, PC
REGISTERED ARCHITECTURAL CORPORATION
CERT. NO. 52816
NORTH CAROLINA
ASHEVILLE NC

contact@vin-yet.com
rock hill 803.324.5531
asheville 828.619.0301
charleston 843.619.7662

Revision Date:

Fieldcrest Townhomes

Address: Kannapolis, North Carolina
Client: Copper Builders

Rear Elevation

1/4" = 1'-0"

BH24019

01.09.25

A203

Elevation Notes

1. The contractor shall examine and become familiar with all documents in their entirety, survey the project, and become familiar with existing conditions and scope of work. If any discrepancy and / or uncertainty as to what material or product is to be used, verify with the owner or designer.
2. Board & batten to be centered on elements as denoted on elevation.

1 A201 **Front Elevation**
1/4" = 1'-0"

STUDIO

BROADHILL STUDIO, LLC
56 BROAD ST, 3RD FL
CHARLESTON, SC 29401

NOT FOR CONSTRUCTION

This document is an instrument of service and shall remain the property of BroadHill Studio, LLC, who retains all common law, statutory and other reserved rights, including the copyright thereto.

ARCHITECT OF RECORD: VINYET ARCHITECTURE

MYLES S ALEXANDER REGISTERED ARCHITECT 10220 NORTH CAROLINA ASHEVILLE NC

VINYET ARCHITECTURE PC REGISTERED ARCHITECTURAL CORPORATION CERT. NO. 52816 NORTH CAROLINA ASHEVILLE NC

contact@vin-yet.com
rock hill 803.324.5531
asheville 828.619.0301
charleston 843.619.7662

Revision Date:

Fieldcrest Townhomes

Address: Kannapolis, North Carolina
Client: Copper Builders

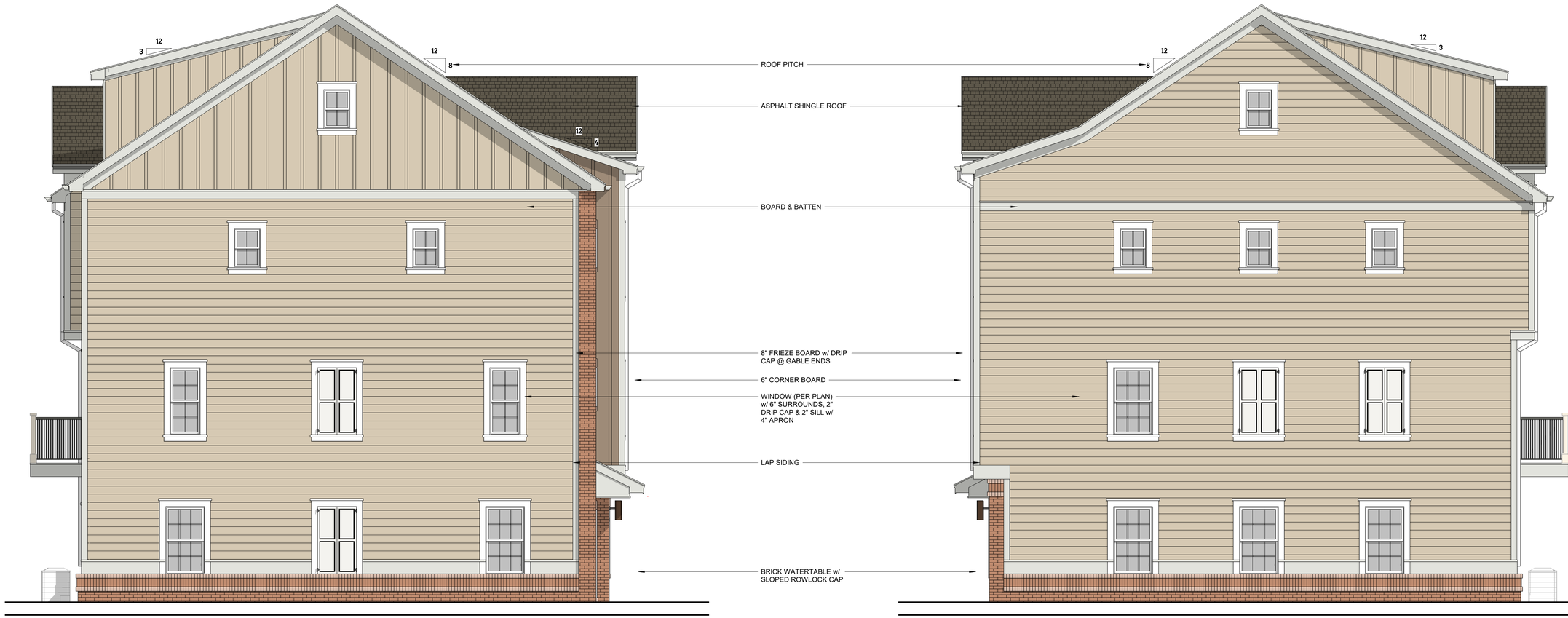
Front Elevation

1/4" = 1'-0"

BH24019

01.10.25

A201



1 | Left Elevation
A202 | 1/4" = 1'-0"

2 | Right Elevation
A202 | 1/4" = 1'-0"

STUDIO

BROADHILL STUDIO, LLC
56 BROAD ST, 3RD FL
CHARLESTON, SC 29401

NOT FOR CONSTRUCTION

This document is an instrument of service and shall remain the property of BroadHill Studio, LLC, who retains all common law, statutory and other reserved rights, including the copyright thereto.

ARCHITECT OF RECORD: VINYET ARCHITECTURE

MYLES S ALEXANDER
REGISTERED ARCHITECT
10220
NORTH CAROLINA
ASHEVILLE NC

VINYET ARCHITECTURE, PC
REGISTERED ARCHITECTURAL CORPORATION
CERT. NO. 52816
NORTH CAROLINA
ASHEVILLE NC

contact@vin-yet.com
charleston 843.619.7662
asheville 828.619.0301
rock hill 803.324.5531

Revision Date:

Fieldcrest Townhomes

Address: Kannapolis, North Carolina
Client: Copper Builders

Right & Left Elevations

1/4" = 1'-0"

BH24019

01.09.25

A202

1 | A203 — Rear Elevation
1/4" = 1'-0"

STUDIO

BROADHILL STUDIO, LLC
56 BROAD ST, 3RD FL
CHARLESTON, SC 29401

NOT FOR CONSTRUCTION

This document is an instrument of service and shall remain the property of BroadHill Studio, LLC, who retains all common law, statutory and other reserved rights, including the copyright thereto.

ARCHITECT OF RECORD: VINYET ARCHITECTURE

MYLES S ALEXANDER — REGISTERED ARCHITECT — 10220 — NORTH CAROLINA — ASHEVILLE NC

VINYET ARCHITECTURE PC — REGISTERED ARCHITECTURAL CORPORATION — CERT. NO. 52816 — NORTH CAROLINA — ASHEVILLE NC

contact@vin-yet.com
rock hill 803.324.5531
asheville 828.619.0301
charleston 843.619.7662

Revision Date:

Fieldcrest Townhomes

Address: Kannapolis, North Carolina
Client: Copper Builders

Rear Elevation

1/4" = 1'-0"

BH24019

01.09.25

A203

NOTICE OF PUBLIC HEARING

KANNAPOLIS CITY COUNCIL
401 Laureate Way, Kannapolis, NC

Monday, April 28, 2025

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearings relating to the City of Kannapolis ("City") entering into Development Agreements pursuant to North Carolina General Statutes § 160D-1001 through § 160D-1012 with the following companies:

Dale Earnhardt Blvd Partners, LLC (hereinafter, "Developer"). Pursuant to the Agreement, Developer intend to construct a 88-unit townhome development on approximately 5.31 +/- acres of combined properties consisting of 27 parcels further identified as Cabarrus County Parcel Identification Numbers 56144081910000, 56144080250000, 56144070540000, 56144060700000, 56134959960000, 56134959230000, 56134958820000, 56134968440000, 56134978070000, 56134978590000, 56134989120000, 56134989750000, 56144090500000, 56134998860000, 56134998430000, 56134988800000, 56134987270000, 56134977640000, 56134977010000, 56134966470000, 56134965930000, 56134975470000, 56134976930000, 56134986540000, 56134996160000, 56134996690000, and 56134997870000 (the "Property"). This agreement will include consideration of certain temporary construction and permanent stormwater easement rights with respect to the real property owned by the City consisting of approximately 2.469 acres and identified further as Cabarrus County Parcel Identification Number 56134963910000; and

Cambridge Properties, Inc. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a 135-unit attached townhome development on approximately 5.60 +/- acres, to be subdivided out of two larger tracts totaling approximately 41.87 +/- acres of real property and being further identified as Cabarrus County Parcel Identification Numbers 56147242620000 and 56146240800000 (the "Property"); and

Bainbridge Communities Acquisition II, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a 335-unit multifamily development on approximately 20.044 +/- acres, to be subdivided out of a larger tract totaling approximately 27.57 +/- acres of real property and being further identified as Cabarrus County Parcel Identification Number 56145129060000 (the "Property"); and

A copy of the proposed Agreements, 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 April 28, 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
Publication Dates: April 17, 24, 2025. COL-NC-401006

Independent Tribune

Receipt

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number	
Invoice number	636E6204-0008
Date paid	Apr 14, 2025
Payment method	VISA - 9491
Notice Id	ttiovse3QCmYwKHrAuVS
Publisher	Concord Independent Tribune

Paid by
City of Kannapolis

$596.09 paid on Apr 14, 2025

=== Notes ===
Notice Name: DA-2025-06 07 and 08
Order Number: COL-NC-401006

Description	Qty	Unit price	Amount
04/17/2025: General Legal Notice	1	288.05	288.05
04/24/2025: General Legal Notice	1	288.04	288.04
Affidavit Fee	1	20.00	20.00
		Subtotal	$596.09
		Tax	0.00
		Amount paid	$596.09

A RESOLUTION APPROVING AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND AMONG

THE CITY OF KANNAPOLIS

AND

CAMBRIDGE PROPERTIES INC. A NORTH CAROLINA CORPORATION

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 Cambridge Properties Inc., a North Carolina corporation ("Developer"), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on April 28, 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 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND AMONG

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

CAMBRIDGE PROPERTIES INC.
A NORTH CAROLINA CORPORATION

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 Cambridge Properties Inc., a North Carolina corporation ("Developer"), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on April 28, 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 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-08** - Bainbridge Communities Acquisition II, LLC. (Bainbridge Kannapolis) **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Conduct a Public Hearing.
2. Motion to approve the Resolution approving the Ordinance to execute 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 approximately 27.57 +/- acres of real property and being further identified as Cabarrus County Parcel Identification Number 56145129060000. Approval of this agreement will allow for construction of a 335-unit multifamily development.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to approve the Resolution approving the Ordinance to execute the Development Agreement with Bainbridge Communities Acquisition II, LLC. (Recommended).**
2. Amend and then approve the Resolution.
3. Table action to a future meeting.

4. Take no action.

Attachments

1. Public Notice CC 4.28.2025
2. Resolution DA Bainbridge
3. Ordinance Dev Bainbridge
4. Kannapolis Development Agreement (14058217.8)
5. 1024353 - BAINBRIDGE KANNAPOLIS MF_DEVELOPER AGREEMENT EXHIBITS_2025-04-11

NOTICE OF PUBLIC HEARING

KANNAPOLIS CITY COUNCIL
401 Laureate Way, Kannapolis, NC

Monday, April 28, 2025

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearings relating to the City of Kannapolis ("City") entering into Development Agreements pursuant to North Carolina General Statutes § 160D-1001 through § 160D-1012 with the following companies:

Dale Earnhardt Blvd Partners, LLC (hereinafter, "Developer"). Pursuant to the Agreement, Developer intend to construct a 88-unit townhome development on approximately 5.31 +/- acres of combined properties consisting of 27 parcels further identified as Cabarrus County Parcel Identification Numbers 56144081910000, 56144080250000, 56144070540000, 56144060700000, 56134959960000, 56134959230000, 56134958820000, 56134968440000, 56134978070000, 56134978590000, 56134989120000, 56134989750000, 56144090500000, 56134998860000, 56134998430000, 56134988800000, 56134987270000, 56134977640000, 56134977010000, 56134966470000, 56134965930000, 56134975470000, 56134976930000, 56134986540000, 56134996160000, 56134996690000, and 56134997870000 (the "Property"). This agreement will include consideration of certain temporary construction and permanent stormwater easement rights with respect to the real property owned by the City consisting of approximately 2.469 acres and identified further as Cabarrus County Parcel Identification Number 56134963910000; and

Cambridge Properties, Inc. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a 135-unit attached townhome development on approximately 5.60 +/- acres, to be subdivided out of two larger tracts totaling approximately 41.87 +/- acres of real property and being further identified as Cabarrus County Parcel Identification Numbers 56147242620000 and 56146240800000 (the "Property"); and

Bainbridge Communities Acquisition II, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a 335-unit multifamily development on approximately 20.044 +/- acres, to be subdivided out of a larger tract totaling approximately 27.57 +/- acres of real property and being further identified as Cabarrus County Parcel Identification Number 56145129060000 (the "Property"); and

A copy of the proposed Agreements, 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 April 28, 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
Publication Dates: April 17, 24, 2025. COL-NC-401006

Independent Tribune

Receipt

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number	
Invoice number	636E6204-0008
Date paid	Apr 14, 2025
Payment method	VISA - 9491
Notice Id	ttiovse3QCmYwKHrAuVS
Publisher	Concord Independent Tribune

Paid by
City of Kannapolis

$596.09 paid on Apr 14, 2025

=== Notes ===
Notice Name: DA-2025-06 07 and 08
Order Number: COL-NC-401006

Description	Qty	Unit price	Amount
04/17/2025: General Legal Notice	1	288.05	288.05
04/24/2025: General Legal Notice	1	288.04	288.04
Affidavit Fee	1	20.00	20.00
		Subtotal	$596.09
		Tax	0.00
		Amount paid	$596.09

A RESOLUTION APPROVING AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND AMONG

THE CITY OF KANNAPOLIS

AND

BAINBRIDGE COMMUNITIES ACQUISITION II, 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 Bainbridge Communities Acquisition II, LLC., A Florida limited liability company ("Developer"), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on April 28, 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 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND AMONG

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

BAINBRIDGE COMMUNITIES ACQUISITION II, 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 Bainbridge Communities Acquisition II, LLC., A Florida limited liability company ("Developer"), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on April 28, 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 28th day of April 2025.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

WASTEWATER ALLOCATION

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

BAINBRIDGE COMMUNITIES ACQUISITION II, LLC

_____, 2025

(Bainbridge Kannapolis)

WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the "Agreement") is entered into effective as of the ___ day of _____, 2025 (the "Effective Date"), by and between the CITY OF KANNAPOLIS, a municipal corporation of the State of North Carolina (the "City"), and BAINBRIDGE COMMUNITIES ACQUISITION II, LLC, a Florida limited liability company (with its successors in interest, the "Developer"). The Project will be known as Bainbridge Kannapolis, or such other name as Developer shall select (the "Project"). 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

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 "Act"), enable cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act;

WHEREAS, 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";

WHEREAS, 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";

WHEREAS, 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";

WHEREAS, 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";

WHEREAS, 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";

WHEREAS, 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;

WHEREAS, 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."

WHEREAS, Developer has a contract to purchase certain parcels of land containing approximately 20.044 acres, more or less, in Kannapolis, North Carolina (the "Property"), such Property being more particularly described in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, pursuant to the terms of Resolution #2022-51 entitled "City of Kannapolis Resolution Approving Kannapolis Wastewater Allocation" (the "Resolution"), the City awarded to Insite Properties, LLC, certain wastewater allocations for the purposes described therein (the "Insite Allocation");

WHEREAS, pursuant to the terms of the Resolution, the Insite Allocation "shall be transferable to third party transferees subject to conditions set forth in the Development Agreement to be executed between the City and Insite";

WHEREAS, the Allocation (as hereinafter defined) consists of a portion of the Insite Allocation;

WHEREAS, 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;

WHEREAS, the Kannapolis Development Ordinance ("**KDO**") and/or the City Wastewater Allocation Policy (the "**Policy**") authorize the use of development agreements and provides additional requirements for such agreements;

WHEREAS, this Development Agreement is being made and entered between Developer, the City, under the terms of the Act, for the purpose of providing assurances to Developer that, subject to the approval of all Development Permits, Developer may proceed with the development of the Project without encountering future changes with respect to wastewater allocation to the Property which would materially affect the ability Developer's ability to develop the Property consistent with the Project and for the purpose of providing important protection to the natural environment and adding to the tax base of each jurisdiction.

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, the general benefits to be received by the Developer from the Development of the Property include, without limitation:

1. Development rights for approximately 335 multifamily units located on the Property.

2. Issuance of a Sewer Allocation Permit as set out in Paragraph 9 of this Agreement.

WHEREAS, the general benefits to be received by the City from the Development of the Property include, without limitation:

1. Construction of new, high-quality housing for City of Kannapolis residents; and

2. Development of the Property in accordance with the City's Comprehensive Plan.

WHEREAS, pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the April___, 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.

WHEREAS, the City Council adopted an ordinance approving this Agreement ("**Ordinance**"). A copy of the Ordinance is attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the Parties, the Parties agree as follows:

1. 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) "**Development Permit(s)**" 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 in connection with the Project contemplated in this Agreement.

e) "**Development Plan**" means the conceptual site plan, or such other plan as may be ultimately approved by the City, which is currently shown on Exhibit C.

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) "**Project**" means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.

j) "**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.

2. 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.

3. Legislative Act. Any change in the Development Plan that shall increase the need for wastewater/treatment impacts, including discharge limits and volume allocation, shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6 hereof. This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.

4. Covenants Running with the Property. Effective upon satisfaction of the Condition (as such term is defined in Section 14 below), 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 seven (7) years in accordance with the terms of this Agreement; provided however, that the Allocation granted hereby shall survive the termination of this Agreement indefinitely, except in the event that this Agreement is terminated by the City as a result of a Developer Default giving rise to exercise of City Remedies in accordance with this Agreement or automatic termination pursuant to Section 14.

5. Applicable Regulations.

a) Applicable Law. 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.

6. 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 Development 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.

7. Project Development. The Project shall be developed substantially in accordance with the Development Plan and the Development Schedule. Material changes to the Development Plan or Development Schedule as the same may be ultimately approved by the City, shall be considered in accordance with the procedures to the extent set forth herein and otherwise provided in the KDO and State law, provided that approval of such material changes shall not be unreasonably withheld.

8. City Obligations. In accordance with the Policy, the City agrees to provide sewer to the Project up to a maximum average daily flow of Fifty-Two Thousand Nine Hundred Seventy-Five (52,975) gallons per day (the "**Allocation**"). Within 120 days after final site plan approval of the Project, the City shall issue an allocation permit confirming the Allocation (the "**Allocation Permit**") and the City shall obtain from the Water and Sewer Authority for Cabarrus County ("**WSACC**"), a "**Will Serve" letter** confirming the sewer allocation in the amount of the Allocation. Within 10 days after the written request of Developer, the City agrees to permit the physical connection of the Project to the City water and sewer systems, subject to the terms and conditions of this Agreement and applicable federal, state and local laws. City expressly represents and warrants that its water and sewer facilities are or shall be sufficient to provide the capacity required by this Agreement in accordance with the Current Regulations and the Policy.

9. 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.

10. Developer Obligations.

a) Developer shall develop the Property in substantial conformity with the Development Plan and Development Schedule as such may be approved by the City. Subject to events of Force Majeure: (i) Developer agrees to submit its preliminary site plan for City approval within 120 days after the approval of the Ordinance, (ii) Developer shall submit final construction drawings for approval by the City within 180 days of receipt of final site plan approval

and (iii) Developer shall commence installation of sewer line connections within 180 days of securing final approval of construction drawings.

b) Developer shall not be required to develop or construct and water, sewer or stormwater infrastructure outside of the Project.

11. Default.

a) Developer Default. If the Developer commits a material breach of the terms or conditions of this Agreement, the 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 however that so long as such breach does not arise out of the failure of the City to grant the Allocation Permit as required by Section 8 hereof, and 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.

12. 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 Project.

ii) Rescind any sewer allocation permit.

iii) Terminate this Agreement.

b) Developer Remedies. City recognizes 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. In the event of any material breach of this Agreement by City (after the expiration of

any applicable cure period) then Developer have the right to seek all remedies available at law or in equity, including without limitation, (i) the right to recover actual damages arising from breach of this Agreement by the City, and/or (ii) the right to seek the remedy of specific performance.

13. General Provisions.

a) Term. The term of this Agreement shall commence upon the Effective Date. This Agreement shall terminate upon the earlier to occur of: (i) five (5) 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. 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.

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, together with an entity controlled by, or under common control with, the named Developer herein, and (ii) any successor owner of the Property. This Agreement shall be recorded in the Cabarrus County Public Registry. by Developer within fourteen (14) days after the later of (a) the date of the execution of the Agreement by the Parties, or (b) the date the Developer obtains record title to the Property. 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) Developer is validly existing and in good standing under the laws of the state of its formation and is authorized to do business as foreign entity in the State of North Carolina.

   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. Notwithstanding the foregoing, or anything else contained in this Agreement to the contrary, the grant of the sewer allocation to Developer pursuant to the terms of Section 8(a) hereof shall not be subject to force majeure.

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 it 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) 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) 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:
Bainbridge Communities Acquisition II, LLC
Attn: Brian Doppelt
12765 West Forrest Hill Blvd., Suite 1307
Wellington, Florida 33414
Email:_____

And:
Bainbridge Communities Acquisition II, LLC
Attn: Zach Spencer
555 Fayetteville Street, Suite 300
Raleigh, North Carolina 27601
Email: zspencer@bainbridgere.com

With copies to: Nelson Mullins
Attn: Christopher Staller
Lynn Financial Center, Suite 310
1905 NW Corporate Blvd.,
Boca Raton, Florida 33431
chris.staller@nelsonmullins.com

r) 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.

s) 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.

t) 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.

14. Termination. This Agreement shall automatically terminate without further action by the parties if, and only if, Developer, or its assign, fails to become the fee simple owner of the Property by December 31, 2026 ("**Condition**"). The satisfaction of the Condition shall be evidenced by a recorded deed into Developer or its assign. The parties shall cause this Agreement to be recorded in the appliable public records upon satisfaction of the Condition. For the sake of clarity, this Agreement is effective upon signing and binding upon their parties and respective assigns.

[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
City Manager

Attest: _____
Pam Scaggs, CMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the 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 _____ day of _____, 20__.

_____
Notary Public

[SEAL]

My commission expires: _____

_____

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is _____ of _____, , and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by _____, _____.

Witness my hand and notarial seal, this _____ day of _____, 20__.

_____
Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Property

N Loop Rd – 20.044 ac.

Commencing at N.C.G.S. monument "NCRR CB M349 1", having North Carolina State Plane Coordinates N:640,867.79 E:1,517,221.51 (NAD83/2011, CF:0.99984691); thence with a bearing of N 85°50'57" E and a distance of 2028.59' to a set rebar, being the common corner of the property of Temerity Parcel E Kannapolis LLC (now or formerly) recorded in Deed Book 15363 Page 122 and shown on Plat Book 87, Page 65, and said rebar being the point of BEGINNING; thence following the common line thereof with a bearing of S 72°07'44" W and a distance of 113.03' to an existing rebar, being the common corner of the property of Kannapolis Land Partners LLC (now or formerly) recorded in Deed Book 16230 Page 25 and shown on Plat Book 94, Page 7; thence following the common line thereof with a bearing of S 65°44'48" W and a distance of 219.55' to an existing punch mark on the northeastern line of the property of Southern Select Community Credit Union (now or formerly) recorded in Deed Book 3455 Page 226; thence following the common line thereof two (2) calls: (1) with a bearing of N 21°50'10" W and a distance of 16.62' to a point; (2) with a bearing of S 65°05'13" W and a distance of 70.01' to an existing punch at the terminus of the right of way of S Juniper St; thence following the terminus of said right of way with a bearing of N 24°48'26" W and a distance of 51.23' to a point; being the common corner of the property of Lamarca Realty Company (now or formerly) recorded in Deed Book 15889 Page 141; thence following the common line thereof three (3) calls: (1) with a bearing of N 65°08'01" E and a distance of 186.55' to a set rebar; (2) with a bearing of N 14°35'22" W and a distance of 299.02' to a set rebar; (3) with a bearing of S 65°16'29" W and a distance of 128.75' to a set mark at the terminus of the right of way of S Walnut St; thence following the terminus of said right of way with a bearing of N 24°39'40" W and a distance of 44.10' to an existing bent rebar on the northerly margin of the right of way of S Walnut St; thence following the margin thereof four (4) calls: (1) with a bearing of S 65°13'59" W and a distance of 32.74' to an existing rebar; (2) with a curve to the right having a radius of 149.00' and an arc length of 49.47', and being chorded by a bearing of S 74°45'08" W, and a distance of 49.24' to an existing bent rebar; (3) with a bearing of S 84°17'03" W and a distance of 47.25' to an existing rebar; (4) with a bearing of N 53°51'53" W and a distance of 39.32' to an existing rebar on the easterly margin of the right of way of N Loop Rd; thence following the margin thereof two (2) calls: (1) with a curve to the right having a radius of 1108.42' and an arc length of 103.18', and being chorded by a bearing of N 00°28'29" W, and a distance of 103.14' to an existing bent rebar; (2) with a bearing of N 02°11'32" E and a distance of 248.34' to an existing bent rebar, being the common corner of the property of the City of Kannapolis (now or formerly) recorded in Deed Book 9253 Page 213; thence following the common line thereof nine (9) calls: (1) with a bearing of S 87°48'28" E and a distance of 78.50' to a set rebar; (2) with a bearing of N 02°11'32" E and a distance of 94.00' to a set rebar; (3) with a bearing of S 87°48'28" E and a distance of 28.00' to a point; (4) with a bearing of N 32°55'40" E and a distance of 129.14' to a set rebar; (5) with a bearing of N 05°27'46" E and a distance of 70.11' to an existing bent rebar; (6) with a bearing of N 16°47'43" W and a distance of 98.35' to a point; (7) with a bearing of N 46°15'52" W and a distance of 105.55' to an existing bent rebar; (8) with a bearing of N 87°48'28" W and a distance of 30.50' to an existing rebar; (9) with a bearing of N 87°48'28" W and a distance of 35.00' to a set rebar on the easterly margin of the right of way of N Loop Rd; thence following the margin thereof two (2) calls: (1) with a bearing of N 02°11'32" E and a distance of 7.24' to a point; (2) with a curve to the right having a radius of 535.46' and an arc length of 235.27', and being chorded by a bearing of N 14°46'46" E, and a distance of 233.38' to an existing capped rebar, being the common corner of the property of Public Service Company of NC Inc (now or formerly) recorded in Deed Book 7392 Page 231; thence following the common line thereof seven (7) calls: (1) with a bearing of S 61°55'32" E and a distance of 49.13' to an existing capped rebar; (2) with a bearing of S 02°55'04" E and a distance of 83.50' to an existing axle; (3) with a bearing of N 63°20'15" E and a distance of 109.79' to an existing capped rebar; (4) with a bearing of N 25°29'59"

W and a distance of 1.37' to a point; (5) with a bearing of N 02°55'04" W and a distance of 60.00' to an existing rebar; (6) with a bearing of S 87°04'56" W and a distance of 58.88' to an existing capped rebar; (7) with a bearing of N 61°55'25" W and a distance of 72.04' to an existing capped rebar on the easterly margin of the right of way of N Loop Rd; thence following the margin thereof two (2) calls: (1) with a curve to the right having a radius of 535.46' and an arc length of 315.75', and being chorded by a bearing of N 48°32'34" E, and a distance of 311.19' to an existing nail; (2) with a bearing of N 65°26'09" E and a distance of 11.64' to a point; thence following a new line with a bearing of S 46°02'54" E and a distance of 335.74' to a point; thence following a new line with a bearing of S 40°50'44" E and a distance of 30.00' to a mark set at the terminus of the right of way of John Snow Dr; thence following the terminus of said right of way with a bearing of S 40°50'44" E and a distance of 63.00' to an existing nail, being the common corner of the property of Cabarrus County (now or formerly) recorded in Deed Book 13158 Page 9; thence following the common line thereof two (2) calls: (1) with a bearing of S 40°50'44" E and a distance of 240.26' to an existing capped rebar; (2) with a curve to the right having a radius of 1197.68' and an arc length of 232.92', and being chorded by a bearing of N 54°43'33" E, and a distance of 232.55' to a point; thence following a new line with a bearing of S 29°54'47" E and a distance of 194.69' to a set rebar, being the common corner of the property of the City of Kannapolis (now or formerly) recorded in Deed Book 10868 Page 176 & 173 and shown on Plat Book 65, Page 18; thence following the common line thereof seven (7) calls: (1) with a curve to the left having a radius of 1014.47' and an arc length of 211.18', and being chorded by a bearing of S 53°59'22" W, and a distance of 210.80' to a set rebar; (2) with a curve to the left having a radius of 1014.47' and an arc length of 247.80', and being chorded by a bearing of S 41°01'42" W, and a distance of 247.18' to a set rebar; (3) with a curve to the right having a radius of 120.40' and an arc length of 71.91', and being chorded by a bearing of S 02°18'44" W, and a distance of 70.85' to a set rebar; (4) with a curve to the right having a radius of 137.57' and an arc length of 65.49', and being chorded by a bearing of S 28°42'26" W, and a distance of 64.87' to a set rebar; (5) with a curve to the right having a radius of 120.40' and an arc length of 71.75', and being chorded by a bearing of S 54°51'51" W, and a distance of 70.69' to a set rebar; (6) with a curve to the left having a radius of 1014.47' and an arc length of 219.28', and being chorded by a bearing of S 16°59'26" W, and a distance of 218.85' to a set rebar; (7) with a curve to the left having a radius of 1014.47' and an arc length of 314.76', and being chorded by a bearing of S 01°54'34" W, and a distance of 313.50' to a set rebar, being the point of BEGINNING, having an area of 20.044 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.

(The bearings herein are referenced to N.C. Grid and the distances are ground feet)

Ordinance #_____

EXHIBIT B

Ordinance

AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KANNAPOLIS AND

_____

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 Bainbridge Communities Acquisition II, 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 _____, 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 authorizes the Manager to execute the Development Agreement.

2. This Ordinance is effective upon adoption.

Adopted this ____ day of _____, 20___.

_____
Milton D. Hinnant, Mayor

_____
Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT C

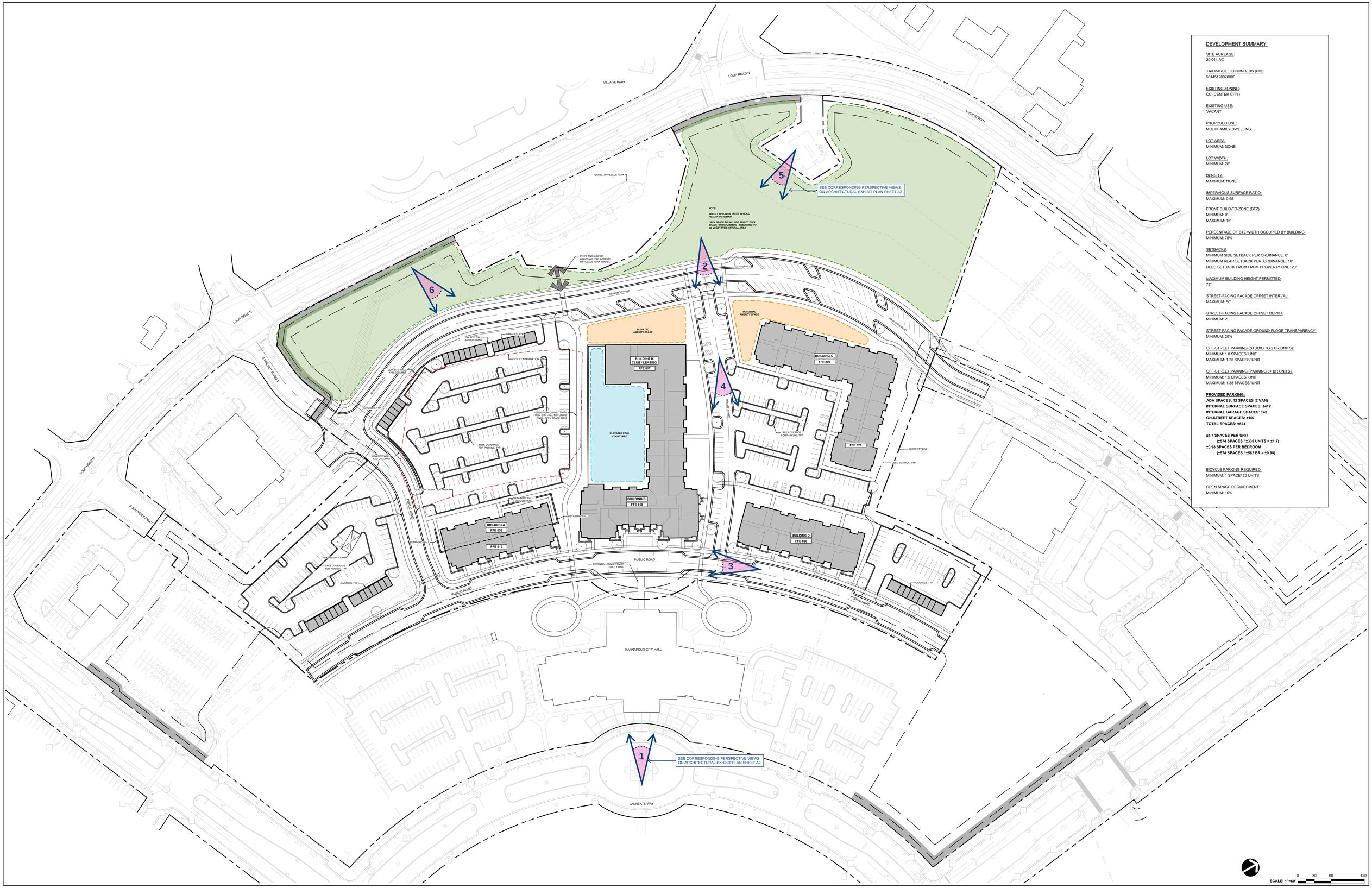
Development Plan

EXHIBIT D

Development Schedule and Public Facilities Schedule/Scope of Work

1. Comply with the requirements of Section VI. "General Conditions" Subsection B, of the City Wastewater Allocation Policy.

2. Development Project is anticipated to be completed on or before June 1, 2029 but such construction shall not be an obligation of Developer.



DEVELOPMENT SUMMARY:

SITE ACREAGE:
20.044 AC

TAX PARCEL ID NUMBERS (PID):
56145128070000

EXISTING ZONING:
CC (CENTER CITY)

EXISTING USE:
VACANT

PROPOSED USE:
MULTIFAMILY DWELLING

LOT AREA:
MINIMUM: NONE

LOT WIDTH:
MINIMUM: 20'

DENSITY:
MAXIMUM: NONE

IMPERVIOUS SURFACE RATIO:
MAXIMUM: 0.95

FRONT BUILD-TO-ZONE (BTZ):
MINIMUM: 0'
MAXIMUM: 15'

PERCENTAGE OF BTZ WIDTH OCCUPIED BY BUILDING:
MINIMUM: 75%

SETBACKS:
MINIMUM SIDE SETBACK PER ORDINANCE: 0'
MINIMUM REAR SETBACK PER ORDINANCE: 10'
DEED SETBACK FROM FROM PROPERTY LINE: 20'

MAXIMUM BUILDING HEIGHT PERMITTED:
72'

STREET-FACING FACADE OFFSET INTERVAL:
MAXIMUM: 50'

STREET-FACING FACADE OFFSET DEPTH:
MINIMUM: 2'

STREET FACING FACADE GROUND FLOOR TRANSPARENCY:
MINIMUM: 20%

OFF-STREET PARKING (STUDIO TO 2 BR UNITS):
MINIMUM: 1.0 SPACES/ UNIT
MAXIMUM: 1.25 SPACES/ UNIT

OFF-STREET PARKING (PARKING 3+ BR UNITS):
MINIMUM: 1.5 SPACES/ UNIT
MAXIMUM: 1.88 SPACES/ UNIT

PROVIDED PARKING:
ADA SPACES: 12 SPACES (2 VAN)
INTERNAL SURFACE SPACES: ±412
INTERNAL GARAGE SPACES: ±43
ON-STREET SPACES: ±107
TOTAL SPACES: ±574

±1.7 SPACES PER UNIT
(±574 SPACES / ±335 UNITS = ±1.7)
±0.98 SPACES PER BEDROOM
(±574 SPACES / ±582 BR = ±0.98)

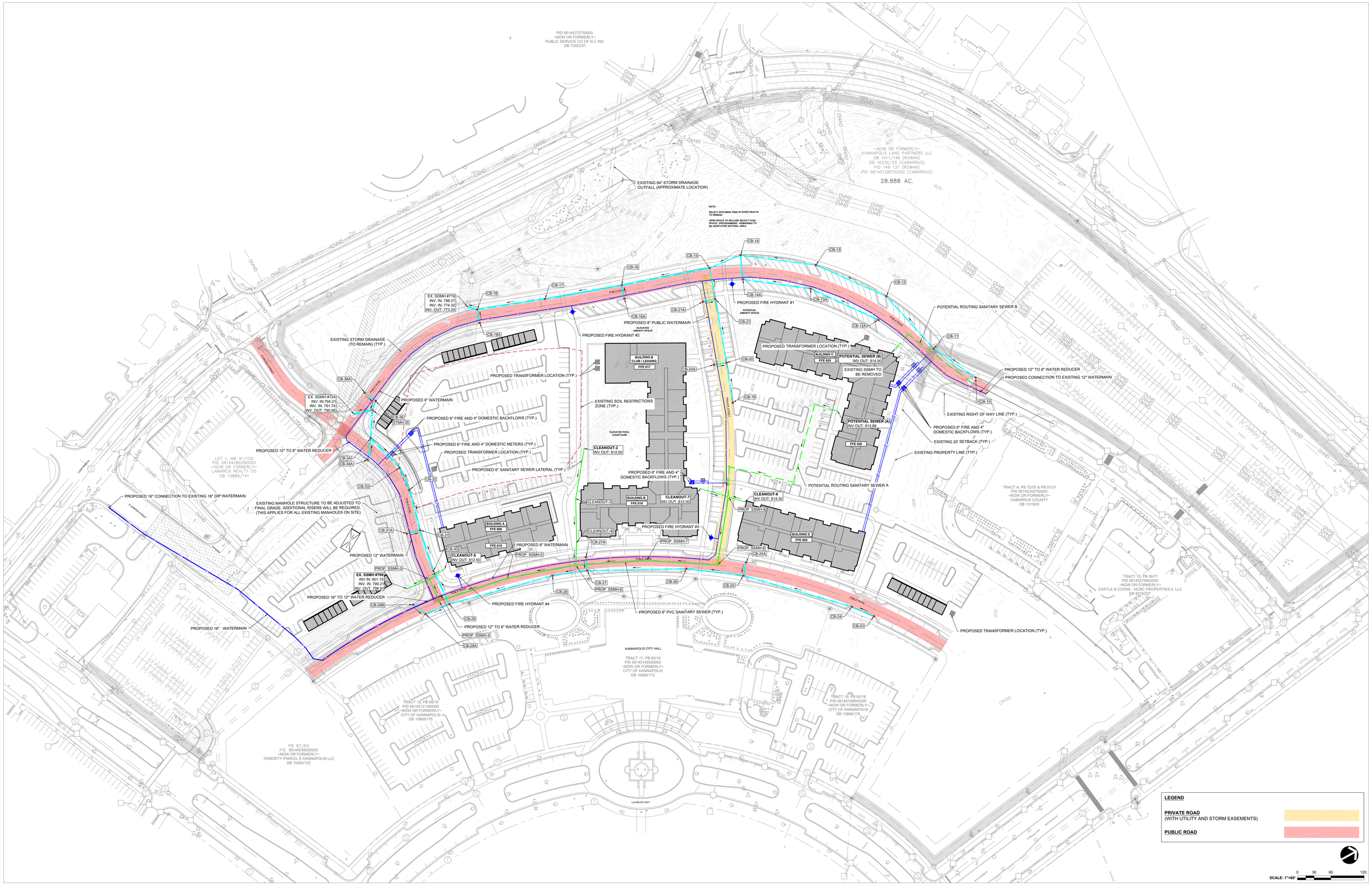
BICYCLE PARKING REQUIRED:
MINIMUM: 1 SPACE/ 20 UNITS

OPEN SPACE REQUIREMENT:
MINIMUM: 10%

BAINBRIDGE KANNAPOLIS ▪ KANNAPOLIS ▪ PRELIMINARY SITE PLAN

PN 1024252 | 04.11.2025 | BAINBRIDGE

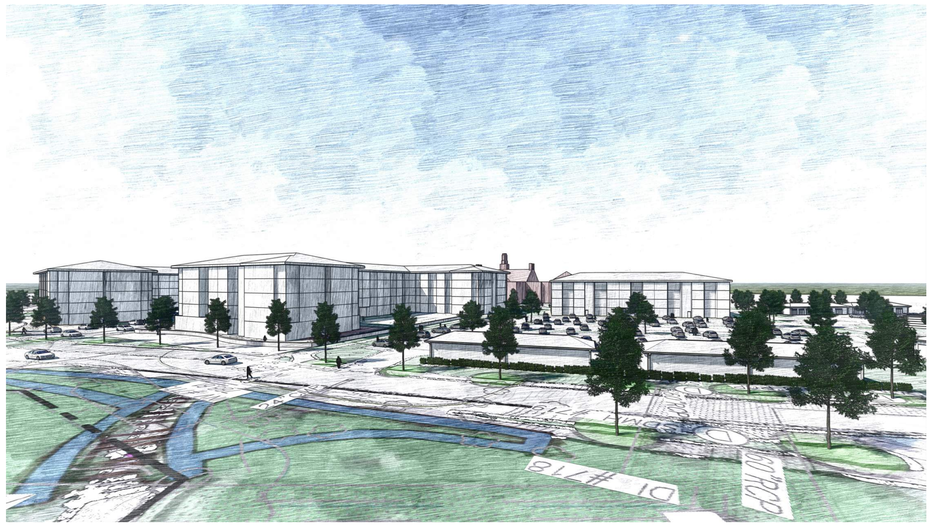
LandDesign.



BAINBRIDGE KANNAPOLIS ▪ KANNAPOLIS ▪ PRELIMINARY UTILITY AND STORM DRAINAGE PLAN

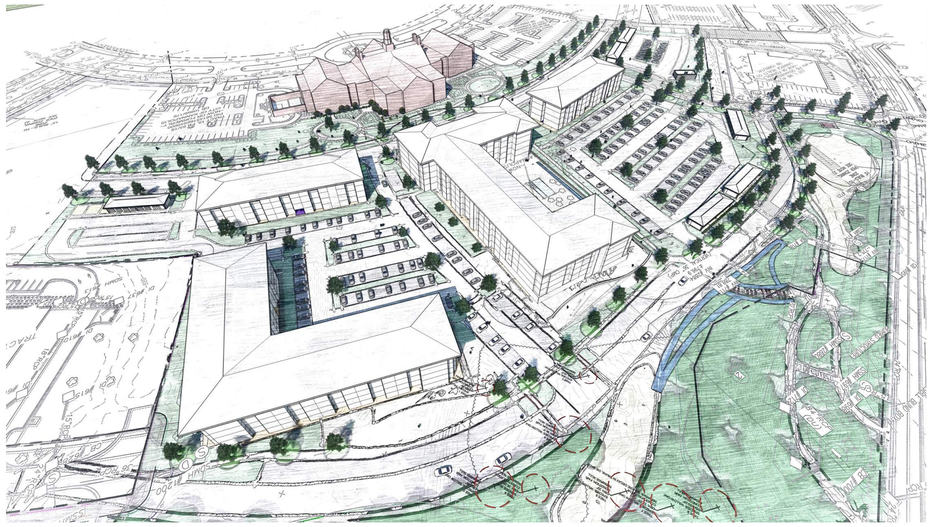
PN 1024252 | 04.11.2025 | BAINBRIDGE

LandDesign.

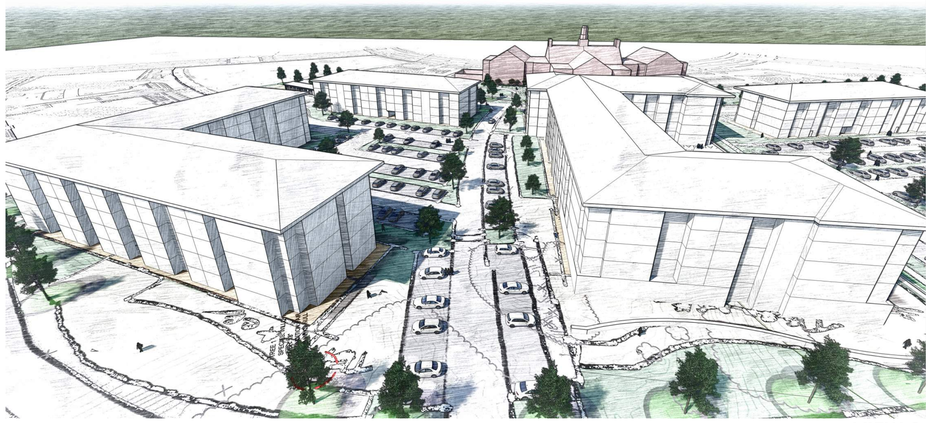


VIEW 6

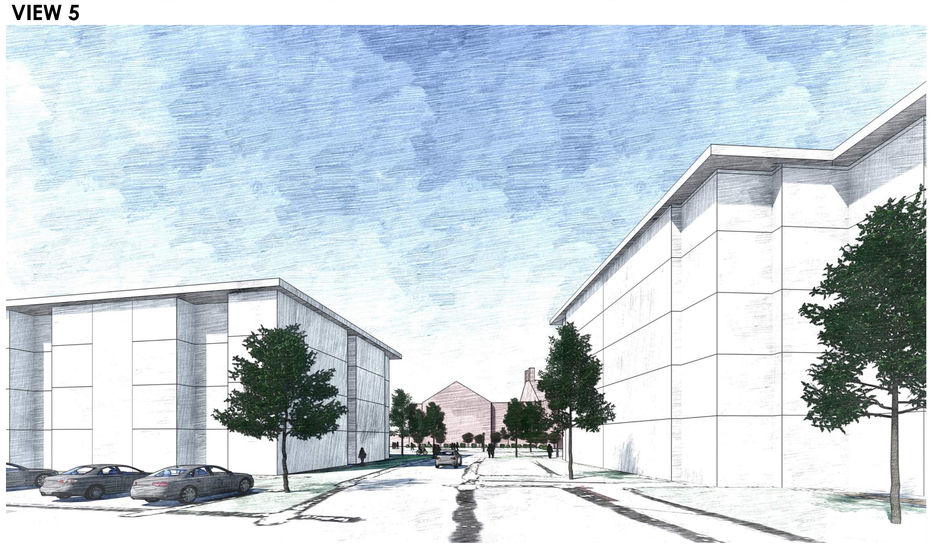
VIEW 3



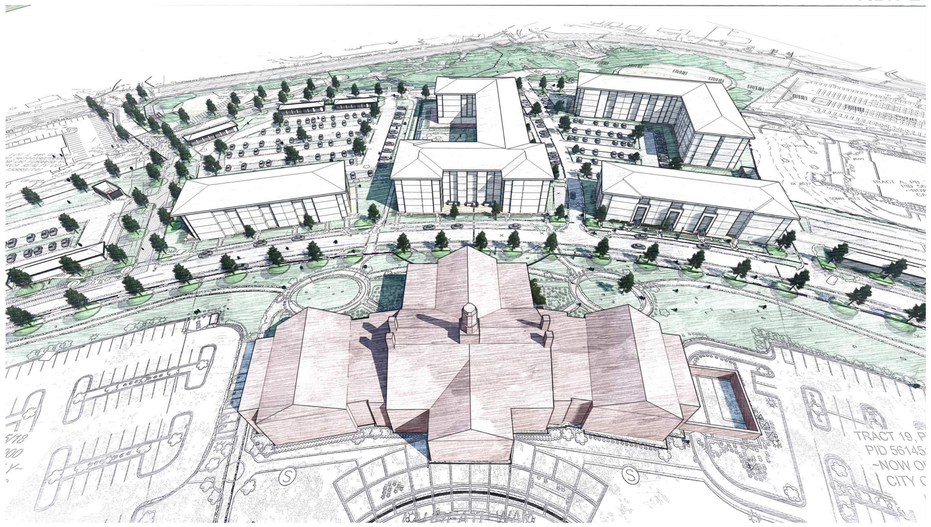
VIEW 5



VIEW 2



VIEW 4



VIEW 1

BB+M ARCHITECTURE

BEACHAM BUNCE + MANLEY ARCHITECTURE PLLC

1900 WEST MOREHEAD STREET
SUITE 200
CHARLOTTE, NC 28208
704.334.1716

WWW.BBM-ARCH.COM

PRELIMINARY
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

SCHEMATIC DESIGN

KANNAPOLIS MULTIFAMILY

BAINBRIDGE

BAINBRIDGE COMPANIES

LOCATION / KANNAPOLIS, NC
PROJECT # / 25BCO100
DATE / 2025.04.11
DRAWN / Author

COPYRIGHT 2025 BB+M ARCHITECTURE PLLC.

REVISIONS		
NO.	DESCRIPTION	DATE

3D MASSING VIEWS

A2

BB+M ARCHITECTURE

BEACHAM BUNCE + MANLEY ARCHITECTURE PLLC

1900 WEST MOREHEAD STREET
SUITE 200
CHARLOTTE, NC 28208
704.334.1716

WWW.BBM-ARCH.COM

PRELIMINARY
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

SCHEMATIC DESIGN

KANNAPOLIS MULTIFAMILY

BAINBRIDGE

BAINBRIDGE COMPANIES

LOCATION / KANNAPOLIS, NC
PROJECT # / 25BCO100
DATE / 2025.04.11
DRAWN / Author

COPYRIGHT 2025 BB+M ARCHITECTURE PLLC.

REVISIONS		
NO.	DESCRIPTION	DATE

INSPIRATION IMAGES

A3

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Elizabeth McCarty, Assistant Planning Director

Subject: **PUBLIC HEARING** - Voluntary Annexation (A-2025-04) of approximately 13.95 +/- combined acres of properties located at 5400 and 5425 Odell School Road (Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000) and consider a motion to extend the Corporate Limits of the City of Kannapolis. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Hold a Public Hearing for Annexation Case A-2025-04 to consider the voluntary annexation of approximately 13.95 +/- combined acres of noncontiguous properties located at 5400 and 5425 Odell School Road, further identified as Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000); and
2. Consider adopting the Annexation Ordinance.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Coddle Creek, LLC, submitted an application for voluntary annexation of approximately 13.95 +/- acres of combined noncontiguous property located at 5400 and 5425 Odell School Road.

On April 14, 2025, City Council adopted a Resolution of Intent to Annex the subject property; authorized the Clerk to Investigate the Intent to Annex; Certify the Sufficiency of the Petition; and established a public hearing date of April 28, 2025.

The properties are further identified as Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000 and are located in an unincorporated area of Cabarrus County.

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to adopt an Ordinance extending the Corporate Limits of the City of Kannapolis to approximately 13.95 +/- combined acres of properties located at 5400 and 5425 Odell School Road, further identified as Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000 (Recommended).**
2. Table action to a future meeting.

3. Take no action.

Attachments

1. Petition for Non-Contiguous Annexation
2. Public Notice CC 4.28.2025
3. CERTIFICATE OF SUFFICIENCY A-2025-04
4. Vicinity Color A-2025-04
5. A-2025-04 Annexation Ordinance
6. Minor Subdivision Plat - RECORDED 05-14-24
7. Odell School Rd - Legal description from plat

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Petition for Non-Contiguous Annexation

So that we may efficiently review your request in a timely manner, it is important that all required documents are submitted with your application. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 5400 Odell School Rd / 5425 Odell School Rd

Applicant: Coddle Creek, LLC

Address: 357 Concrescere Pkwy City: Davidson State: NC Zip : 28036

Contact number: (704) 361-1887 Email: keith.wayne@waynebrothers.com

SUBMITTAL CHECKLIST

- ✔ **Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov** 3-14-25
- ✔ **Annexation Checklist and Application – Complete with all required property owner signatures**
- ✔ **Stamped, signed black and white 18 x 24" survey of subject property prepared by a registered engineer or surveyor (not preliminary)**
- ✔ **Metes and Bounds description of subject property**

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

First meeting: The City Clerk will certify the sufficiency of the annexation and City Council will set a date for the public meeting.

Second meeting: City Council will review the petition and either or approve or decline the annexation request:

1. Newspaper notification at least ten (10) days prior to the second Council meeting
2. Notification to the County or municipality from which the subject property is being annexed
3. Public Hearing
4. State recordation of the Resolution to Extend the Corporate City Limits, the signed/stamped 18X24" survey (can not be stamped as preliminary) and the Metes and Bounds Description.

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: _____ *Date:* 3/24/25

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3/24/25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at 5400 Odell School Rd / 5425 Odell School Rd, further identified as Cabarrus County Parcel Identification Number _____, is non-contiguous to the primary limits of the City of Kannapolis, is approximately _____ acres, and the boundaries of such territory are as follows:

   46736668550000 9.35 acres / 46735792770000 4.6 acres

   See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☐ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

   ☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☑ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. D. Keith Wayne	357 Concrescere Pkway, Davidson, NC 28036	
2.		
3.		
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

NOTICE OF PUBLIC HEARING

KANNAPOLIS CITY COUNCIL
401 Laureate Way, Kannapolis

Monday April 28, 2025 at 6:00 pm

Text Amendment – TA-2025-04 – Public Hearing to consider text amendments to the Kannapolis Development Ordinance (KDO), Article 4, Section 4.2.D(3)a.4(b)3 to increase the maximum number of dwellings permitted in a pocket neighborhood development from twelve (12) to thirty (30).

Voluntary Annexation A-2025-04 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 13.95 +/- combined acres of properties located at 5400 and 5425 Odell School Road and further identified as Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000.

Voluntary Annexation A-2025-05 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 87.748 +/- combined acres of properties located at 2423 and 2575 Jim Johnson Road and an Unaddressed parcel on Jim Johnson Road, further identified as Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000.

In accordance with Title II of the Americans with Disabilities Act (AD), any person requiring an accommodation to participate in a function or program of the City of Kannapolis, should contact Daniel Jenkins, Assistant Human Resource 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 48 hours before the scheduled event .
Publication Dates: April 17, 24, 2025. COL-NC-401002

Independent Tribune

Receipt

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number	
Invoice number	636E6204-0006
Date paid	Apr 14, 2025
Payment method	VISA - 9491
Notice Id	ONE1dXXVdTjkl1YYCfwL
Publisher	Concord Independent Tribune

Paid by
City of Kannapolis

$314.94 paid on Apr 14, 2025

=== Notes ===
Notice Name: City Council April 28, 2025
Order Number: COL-NC-401002

Description	Qty	Unit price	Amount
04/17/2025: General Legal Notice	1	147.47	147.47
04/24/2025: General Legal Notice	1	147.47	147.47
Affidavit Fee	1	20.00	20.00
		Subtotal	$314.94
		Tax	0.00
		Amount paid	$314.94

CERTIFICATE OF SUFFICIENCY
A-2025-04

To City Council of the City of Kannapolis, North Carolina.

I, Pam Scaggs, City Clerk, do hereby certify that pursuant to NCGS Chapter 160A-58 *et seq.*, I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 15th day of April 2025.

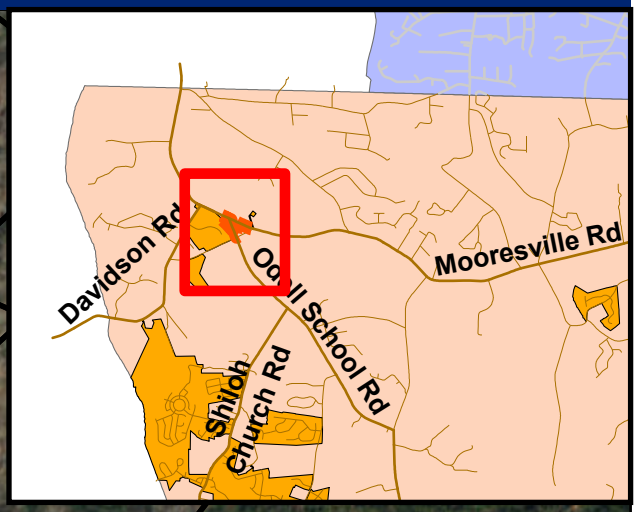
Pam Scaggs, CMC, NCCMC
City Clerk

Vicinity Map

Owner: Coddle Creek, LLC
Address: 5400 and 5425 Odell School Rd
Parcel: 46736668550000, 46735792770000

City of KANNAPOLIS

N



Mooresville Rd
Davidson Rd
Concrescere Pkwy
Albrook Dr
Sudbury Rd
Odell School Rd

Boundaries (Inset)

- City of Kannapolis
- ETJ
- Cabarrus
- Rowan

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF KANNAPOLIS, NORTH CAROLINA

Annexation 2025-04 – 5400 and 5425 Odell School Road

WHEREAS, pursuant to Chapter 160A-58 *et seq*, City Council has stated its intent to annex property as described below; and

WHEREAS, City Council has by resolution set and held a public hearing on the question of this annexation at Kannapolis City Hall, located at 401 Laureate Way at 6:00 PM on the 28th day of April 2025, after due notice by the Independent Tribune newspaper on the 17th and 24th days of April 2025; and

WHEREAS, City Council finds that the public health, safety and welfare of the City of Kannapolis, North Carolina and of the area proposed for annexation will be best served by annexing the area described.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina that:

Section 1. By virtue of the authority granted pursuant to N.C.G.S. Chapter 160A-58 *et seq*, the following described territory is hereby annexed and made part of the City of Kannapolis, North Carolina as of the 28th day of April 2025, and being more particularly described as Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000.

SEE EXHIBIT A – METES AND BOUNDS DESCRIPTON and SURVEY

Section 2. Upon and after the 28th day of April 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Kannapolis, North Carolina and shall be entitled to the same privileges and benefits as other parts of the City of Kannapolis, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

Section 3. The Mayor of the City of Kannapolis, North Carolina shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Board of Elections, as required by G.S. 163-288.1.

Adopted this 28th day of April 2025:

_____
Milton D. Hinnant, Mayor
City of Kannapolis

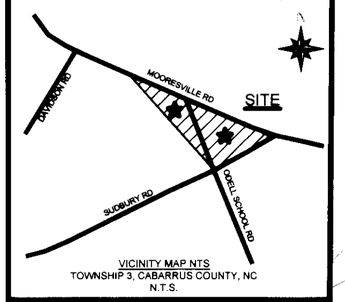
ATTEST:

_____
Pam Scaggs, NCCMC
City Clerk

APPROVED AS TO FORM:

_____
W. Andrew Kelly, City Attorney

Filed 5-14-2024 3:19 PM BOOK 100 PAGE 70



VICINITY MAP NTS
TOWNSHIP 3, CABARRUS COUNTY, NC
N.T.S.

GENERAL NOTES

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ANY AND ALL LEGAL EASEMENTS AND RIGHT OF WAYS, RECORDED AND UNRECORDED; INCLUDING BUT NOT LIMITED TO THOSE SHOWN HEREON AND IN DEED BOOK 15857 PAGE 301. THE PROPERTY SHOWN HEREON IS ALSO SUBJECT TO ANY PLANNING AND ZONING REGULATIONS THAT MAY APPLY.
2. THIS SURVEY IS SUBJECT TO ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
3. ALL IRON PINS ARE ½" BY 18" PINS IF SET.
4. A BOUNDARY SURVEY DOES NOT DETERMINE LAND OWNERSHIP. A PROFESSIONAL LAND SURVEYOR ONLY PROVIDES AN OPINION OF PREVIOUSLY DESCRIBED PROPERTY LINES WHICH MAY OR MAY NOT BE UPHELD BY A COURT OF LAW. UNWRITTEN RIGHTS MAY OR MAY NOT EXIST ON THE SUBJECT PROPERTY.
5. THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE BASED ON THE FIELD LOCATION OF FOUND VISIBLE STRUCTURES OR AS FLAGGED BY THEIR RESPECTIVE UTILITY COMPANIES. THERE MAY BE OTHER UNDERGROUND UTILITIES LOCATED ON THE PROPERTY SHOWN HEREON. NO GUARANTEE IS EXPRESSED OR IMPLIED TO THE ACTUAL LOCATION OF SAID UTILITIES OR THE NONEXISTENCE OF ANY UTILITIES.
6. THE PROPERTY SHOWN HEREON DOES NOT LIE IN A FLOOD PRONE AREA ZONE X PER 3710467300L EFF.11-16-2018
7. ONLY VISIBLE ABOVE GROUND IMPROVEMENTS AND ENCROACHMENTS, IF ANY, ARE SHOWN ON THE FACE OF THIS SURVEY. HELTON SURVEYING HAS NOT EXAMINED SUBSURFACE, OR ENVIRONMENTAL CONDITIONS AND THEY ARE NOT CONSIDERED A PART OF THIS SURVEY.
8. NO VISIBLE ABOVE GROUND EVIDENCE OF CEMETERIES WAS OBSERVED AT THE SUBJECT PROPERTY BUT THIS DOES NOT PRECLUDE THEIR EXISTENCE. THIS SURVEYOR IS NOT QUALIFIED TO ASSESS THE PRESENCE OF CEMETERIES OR BURIAL GROUNDS AND ANY PERSON OR INSTITUTION RELYING ON THIS SURVEY IS ENCOURAGED TO HAVE A CULTURAL RESOURCE STUDY OF THE SUBJECT PROPERTY TO DETERMINE THE PRESENCE OF ANY CEMETERIES, BURIAL GROUNDS, OR ARCHEOLOGICAL SENSITIVE AREAS PRIOR TO ANY SITE EXCAVATIONS, CONTACT THE APPROPRIATE UTILITY COMPANY FOR LOCATION OF THEIR LINES.
9. THE RIGHT OF WAYS OF THE ROADS SHOWN HEREON ARE DETERMINED FROM THE FOUND MONUMENTS AND AS NOTED IN PRIOR SURVEYS. NO SOURCE OF TITLE WAS FOUND FOR THE ROADS AND NO CERTIFICATION IS MADE.
10. The portion of lot 1 that is within the Protected Area of the Coddle Creek Watershed is subject to the development standards found in Part 1 of Chapter 4 of the Cabarrus County Development Ordinance.

N

GRID NORTH AS ESTABLISHED BY NC STATE PLANE COORDINATES ~ NAD 83 (2011)

ELDON BENTON
PIN 46735897790000
Deed Book 570
Deed Page 620
Zone AO

BENTON ELDON
PIN 46735897790000
Deed Book 584
Deed Page 260
Zone AO

WALLY FRED
PIN 46736841200000
Deed Book 664
Deed Page 76
Zone AO

HIGHWAY 3 ASSOCIATES 1 LLC
PIN 46734773880000
Deed Book 9240
Deed Page 97
Zone CD

MORRISON WILLIAM E
MORRISON EMMY H WF
PIN 46737824530000
Deed Book 10468
Deed Page 23
Zone AO

FULMER LESLIE STANMORE JR
FULMER SANDRA/WIFE
PIN 46736784470000
Deed Book 645
Deed Page 182
Zone AO

CODDLE CREEK LLC
PIN 46735638560000
Deed Book 10127
Deed Page 114
Plat Book 64
Plat Page 20
Zoned CD

DEPARTMENT OF TRANSPORTATION
Deed Book 15857
Deed Page 301
Zone N/A
(NOT INCLUDED IN LOTS 1 AND 2)

MORRISON WILLIAM EMERSON
PIN 46737702730000
Deed Book 6399
Deed Page 336
Zone AO

MORRISON JOHN HALL
PIN 46737576410000
Deed Book 3087
Deed Page 234
Plat Book 76
Plat Page 36
Zone AO

1"EIP

1"EIP
NAD 83 2011
N 637212.75 USFT
E 1475911.59 USFT

1.5"EIR
NAD 83 2011
N 636812.72 USFT
E 1476299.02 USFT

GRID TO GROUND CONVERSION
SCALE ORIGIN POINT
COMBINED SCALE FACTOR
0.99984772
E.G. 556.89' (1.00015228)=556.98' GROUND

FUTURE 110' PUBLIC R/W

N45° 48' 26"W 596.99'

N44° 05' 00"W 556.89'

S65° 32' 00"E 1553.40'

N82° 31' 20"E 455.72' (TIE)

S76° 08' 35"E 332.60' (TIE)

S35° 07' 27"E 410.78' (TIE)

N27° 19' 00"W 433.00'

SEE NOTE 1

Zone AO

LOT 2
+/-4.60 ACRES
+-0.76 ACRES IN R/W

Zone AO

LOT 1
+/-9.35 ACRES
+-1.17 ACRES IN R/W

PROTECTED CODDLE CREEK WATERSHED

NC D.O.T. DISC AND REBAR FOUND TYP

MOORESVILLE RD (S.R.1609) VARIABLE WIDTH PUBLIC R/W

FUTURE 110' PUBLIC R/W

ODELL SCHOOL RD (S.R.1601)
VARIABLE WIDTH EXISTING PUBLIC R/W

SUDBURY RD (S.R.1607)
50' PUBLIC R/W
Deed Book 758 Deed Page 396

S61° 48' 00"W 929.20'

0 100' 200' 300'
GRAPHIC SCALE: 1" = 100'

Parcel Line Table

Line #	Length	Direction	Line #	Length	Direction
L1	37.90	S48° 10' 00"W	L14	166.54	S65° 52' 09"E
L2	52.93	N47° 27' 24"E	L15	349.90	S65° 20' 11"E
L3	200.00	S67° 09' 00"E	L16	8.00	S24° 39' 48"W
L4	200.00	S71° 49' 00"E	L17	125.00	N65° 20' 11"W
L5	8.00	S68° 23' 21"W	L18	105.17	N68° 36' 25"W
L6	71.55	N21° 36' 38"W	L19	55.69	S64° 50' 27"W
L7	163.24	S21° 36' 38"E	L20	139.02	S10° 44' 04"W
L8	8.00	S68° 25' 52"W	L21	71.55	S21° 34' 07"E
L9	312.50	N21° 34' 07"W	L22	11.45	S21° 37' 15"E
L10	75.49	N4° 52' 13"E	L23	147.56	N65° 55' 17"W
L11	99.00	N19° 53' 00"W	L24	8.00	N24° 04' 42"E
L12	52.30	N65° 52' 09"W	L25	139.36	S65° 55' 17"E
L13	20.05	N21° 34' 07"W	L26	22.49	S78° 55' 09"W
			L27	22.82	N24° 28' 00"E

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	92.16	538.13	9.81	S16° 37' 28"E	92.04
C2	144.25	470.00	17.58	N12° 46' 36"W	143.68

SETBACKS
FRONT 75' (LOCAL ROAD)
REAR 30'
SIDES 20'
STEET SIDE 20'

PER CABARRUS COUNTY ZONING (AO) ORDINANCE CHAPTER 5

LEGEND

- IRON PIPE FOUND
- MAGNETIC/PK NAIL
- IRON PIN FOUND
- CALCULATED POINT
- IRON PIN SET
- BENCHMARK
- PIPE BOLLARD/ POST
- FIRE HYDRANT
- SIGN
- SIGNAL POLE
- UTILITY POLE
- GAS VALVE
- GAS METER
- WATER METER
- STAND PIPE
- WATER VALVE
- LIGHT POLE
- GUY WIRE
- SANITARY MANHOLE
- STORM MANHOLE
- ELECTRIC MANHOLE
- COMMUNICATIONS MANHOLE
- MAILBOX
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- DECIDUOUS TREE
- CONIFEROUS TREE
- DROP BOX INLET
- DROP BOX INLET
- CURB BOX INLET
- COMMUNICATIONS PEDESTAL
- CLEAN OUT

- BOUNDARY LINE
- EASEMENT
- FENCING
- LANDSCAPING
- SETBACK/BUFFER
- FUTURE 110' PUBLIC R/W
- T(ex) T(ex) EX COMMUNICATIONS LINE
- UGE(ex) UGE(ex) EX UNDERGROUND ELECTRIC
- G(ex) G(ex) EX GAS LINE
- OHE(ex) OHE(ex) EX OVERHEAD ELECTRIC
- SS(ex) SS(ex) EX SANITARY SEWER
- SD(ex) SD(ex) EX STORM SEWER
- W(ex) W(ex) EX WATERLINE
- C/L C/L C/L CENTERLINE
- EXISTING RIGHT OF WAY
- TEMPORARY CONSTRUCTION & DRAINAGE EASEMENT
- NC D.O.T. Deed Book 15857 Deed Page 301 (LESS AND EXCEPTED FROM PARENT PARCEL)
- NC D.O.T. PUBLIC RIGHT OF WAY

MINOR SUBDIVISION QUALIFICATION CERTIFICATE

This tract of land has not been divided since June 20, 2005. The proposed division of land on this minor plat creates 2 lots from PIN 46736668670000 .

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (We) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines and dedicate all roads, alleys, walks, parks, and other sites to the public use except as noted. Further, I (We) certify the land as shown hereon is within the jurisdiction of Cabarrus County.

Property Owner Date 5/13/2024

Property Owner Date 5/13/2024

SOIL SUITABILITY ANALYSIS CERTIFICATE (EVALUATION NOT PERFORMED)

The following lots on this plat have NOT been evaluated by the Cabarrus Health Alliance as part of the subdivision review process.

Property Owner

5/13/2024
Date

CERTIFICATE OF APPROVAL BY THE SUBDIVISION ADMINISTRATOR

I, Susie Morris, Subdivision Administrator for Cabarrus County hereby approve the final plat for Morrison, this 14 (day) of May (month), 2024 (year).

Susie Morris (by: PEC)
Subdivision Administrator

DURATION OF APPROVAL CERTIFICATE

Approval by the Subdivision Administrator is conditioned upon the plat being recorded in the Office of the Register of Deeds within thirty (30) days of such approval and receipt of record presented to the Planning Department.

LOTS OVER/UNDER 10 ACRES CERTIFICATE

There are no lot on this plat 10 acres or greater in size. There are 2 lots on this plat less than 10 acres in size.

REVIEW OFFICERS CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I, [illegible], REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

DATE 5/14/24 REVIEW OFFICER [signature] (AO)

CABARRUS COUNTY, NORTH CAROLINA
I, Lisa K. Webster, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID CERTIFY THAT Jacob Helton PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS 21st day of March, of 2024

LISA K. WEBSTER Notary Public Cabarrus County My Comm. Exp. 04-02-2027 NORTH CAROLINA

"I,Jacob W. Helton, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14102, page 12,); Per G.S. 47-30 (f) (11) (a) That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the boundaries not surveyed are clearly indicated as drawn from information found in deed references noted; that the ratio of precision or positional accuracy as calculated is 0.04'; that this plat was prepared in accordance with G.S. 47-30 as amended.
Witness my original signature, license number and seal this 21 day of MARCH, 2024.

(1) Class of survey: A
(2) Positional accuracy: 0.04'
(3) Type of GPS field procedure: RTK
(4) Dates of survey: 12-04-23
(5) Datum/Epoch: NAD 83 (2011), Epoch 2010
(6) Published/Fixed-control use: CORS SITES

PID	Designation	Latitude	Longitude
DF7471	NCCO	35 22 35.27033 N	080 33 51.13362 W
DH3838	NCMO	35 34 46.90365 N	080 48 12.55650 W
DE8425	GAST	35 18 39.81772 N	081 11 19.56130 W

(7) Geoid model: Geoid18; NAVD 88
(8) Combined grid factor(s): 0.99984772
(9) Units: US SURVEY FEET

NORTH CAROLINA PROFESSIONAL SEAL L-5105 LAND SURVEYOR JACOB W. HELTON

Seal
Professional Land Surveyor L-5105

PROPERTY OWNER, ADDRESS, AND SOURCE OF TITLE

MORRISON BOYCE M JR
MORRISON DAVID STEWART
TRUSTEE
33752 DARLINGTON ST LEWES, DE 19958
DEED BOOK 14102 PAGE 12
DEED BOOK 15857 PAGE 301
NCDOT REFERENCE
RIGHT OF WAY DIVISION 10
DESIGN/CONSTRUCTION UNIT
PLANS DATED 06-15-2022
R/W MONUMENT PLAN SIGNED
09-30-2020 BY
PLS BARRY D. DAVIS

FIELD WORK 12-04-24 LBC
PLAT DATE:12-04-24 LBC
REVISED: 03-05-24

NAME: MINOR SUBDIVISION OF PIN 46736668670000 CABARRUS COUNTY,NC TOWNSHIP 3

CLIENT: KEITH WAYNE 704.956.2211

HELTON
SURVEYING & MAPPING PLLC
(704) 634-9354
FIRM #P-2095
JACOB W. HELTON, PLS, CFS
JACOBH@HELTON.BIZ
3579 ANDERSON MOUNTAIN RD.
MAIDEN, NC 28650

METES AND BOUNDS LEGAL DESCRIPTION

LOT 1
BEGINNING AT A NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (*N.C.D.O.T).* RIGHT OF WAY DISC HAVING NAD83 (2011) NORTH COORDINATES OF 636842.3181 FEET AND EAST COORDINATES OF 1476349.3294 FEET, A COMMON CORNER WITH N.C.D.O.T., THENCE ALONG AND WITH THE N.C.D.O.T. PROPERTY FOR 7 CALLS; (1) NORTH 68 DEGREES 25 MINUTES 52 SECONDS EAST, A DISTANCE OF 8.00 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (2) NORTH 21 DEGREES 31 MINUTES 40 SECONDS WEST, A DISTANCE OF 71.44 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (3) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 469.67 FEET, AN ARC LENGTH OF 144.23 FEET, A CENTRAL ANGLE OF 17 DEGREES 35 MINUTES 41 SECONDS, AND WHOSE CHORD BEARS NORTH 12 DEGREES 49 MINUTES 36 SECONDS WEST, A DISTANCE OF 143.66 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (4) NORTH 10 DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 139.06 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (5) NORTH 64 DEGREES 49 MINUTES 18 SECONDS EAST, A DISTANCE OF 71.32 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (6) SOUTH 68 DEGREES 36 MINUTES 25 SECONDS EAST, A DISTANCE OF 105.17 FEET TO A *N.C.D.O.T.* RIGHT OF WAY DISC; (7) SOUTH 65 DEGREES 21 MINUTES 33 SECONDS EAST, A DISTANCE OF 144.87 FEET TO A CALCULATED POINT; THENCE WITH THE APPROXIMATE CENTERLINE OF HWY 3 FOR 6 CALLS (1) 3 NORTH 24 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 7.96 FEET TO A CALCULATED POINT IN HWY 3; (2) NORTH 65 DEGREES 20 MINUTES 23 SECONDS WEST, A DISTANCE OF 349.79 FEET TO A CALCULATED POINT IN HWY 3; THENCE (3) NORTH 24 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 22.82 FEET TO A CALCULATED POINT IN HWY 3; (4) SOUTH 65 DEGREES 32 MINUTES 00 SECONDS EAST, A DISTANCE OF 676.47 FEET TO A CALCULATED POINT IN HWY 3; (5) SOUTH 67 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A CALCULATED POINT IN HWY 3; (6) SOUTH 71 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A CALCULATED POINT IN HWY 3; THENCE SOUTH 61 DEGREES 48 MINUTES 00 SECONDS WEST, A DISTANCE OF 929.20 FEET TO A CALCULATED POINT IN THE INTERSECTION OF ODELL SCHOOL ROAD SUDBURY ROAD; THENCE NORTH 21 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 433.00 FEET TO A CALCULATED POINT IN ODELL SCHOOL ROAD; THENCE LEAVING ODELL SCHOOL RD NORTH 78 DEGREES 55 MINUTES 09 SECONDS EAST, A DISTANCE OF 22.49 FEET TO THE POINT OF BEGINNING. **CONTAINING 9.35 ACRES.**

LOT 2
BEGINNING AT A 1.5 INCH EIR HAVING NAD83 (2011) NORTH COORDINATES OF 636812.7184 FEET AND EAST COORDINATES OF 1476299.0236 FEET; THENCE NORTH 44 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 556.89 FEET TO A 1 INCH EIP; THENCE NORTH 46 DEGREES 48 MINUTES 26 SECONDS WEST, A DISTANCE OF 596.99 FEET TO A 1 INCH EIP; THENCE NORTH 47 DEGREES 27 MINUTES 24 SECONDS EAST, A DISTANCE OF 52.93 FEET TO A CALCULATED POINT NEAR THE CENTERLINE OF HWY 3; THENCE SOUTH 65 DEGREES 32 MINUTES 00 SECONDS EAST, A DISTANCE OF 876.93 FEET TO A CALCULATED POINT NEAR THE CENTERLINE OF HWY 3; THENCE SOUTH 24 DEGREES 28 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.82 FEET TO A CALCULATED POINT IN THE N.C.D.O.T. PROPERTY FOR 6 CALLS; (1) NORTH 65 DEGREES 52 MINUTES 09 SECONDS WEST, A DISTANCE OF 166.54 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (2) SOUTH 21 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 20.04 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (3) SOUTH 65 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 52.30 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (4) SOUTH 19 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.00 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (5) SOUTH 4 DEGREES 52 MINUTES 13 SECONDS WEST, A DISTANCE OF 75.49 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; (6) SOUTH 21 DEGREES 34 MINUTES 06 SECONDS EAST, A DISTANCE OF 312.47 FEET TO A N.C.D.O.T. RIGHT OF WAY DISC; THENCE SOUTH 78 DEGREES 55 MINUTES 09 SECONDS WEST, A DISTANCE OF 22.49 FEET TO A CALCULATED POINT NEAR THE CENTER OF ODELL SCHOOL ROAD; THENCE SOUTH 48 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 37.90 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT TWO PORTIONS OF N.C.D.O.T. PROPERTY SHOWN ON SHEET ONE OF THIS PLAT, MAP BOOK 100 PAGE 70, AND DEED BOOK 15857 PAGE 301 .

LOT 2 TOTAL AREA 4.60 ACRES

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Elizabeth McCarty, Assistant Planning Director

Subject: **PUBLIC HEARING** - Voluntary Annexation (A-2025-05) of approximately 87.748 +/- acres of combined properties located at 2423 and 2575 Jim Johnson Road and an Unaddressed parcel on Jim Johnson Road (Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000) and consider a motion to extend the Corporate Limits of the City of Kannapolis. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Hold a Public Hearing for Annexation Case A-2025-05 to consider the voluntary annexation of approximately 87.748 +/- combined acres of noncontiguous properties located at 2423 and 2575 Jim Johnson Road and an Unaddressed parcel on Jim Johnson Road further identified as Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000; and
2. Consider adopting the Annexation Ordinance.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Blue River Development, submitted an application for voluntary annexation of approximately 87.748 +/- combined acres of noncontiguous properties located at 2423 and 2425 Jim Johnson Road and an unaddressed parcel on Jim Johnson Road.

On April 14, 2025, City Council adopted a Resolution of Intent to Annex the subject property; authorized the Clerk to Investigate the Intent to Annex; Certify the Sufficiency of the Petition; and established a public hearing date of April 28, 2025.

The properties are further identified as Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000 and are located in an unincorporated area of Cabarrus County.

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to adopt an Ordinance extending the Corporate Limits of the City of Kannapolis to approximately 87.748 +/- combined acres of properties located at 2423 and 2575 Jim Johnson Road and an Unaddressed parcel on Jim Johnson Road further identified as**

Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000 (Recommended).

2. Table action to a future meeting.
3. Take no action.

Attachments

1. Public Notice CC 4.28.2025
2. CERTIFICATE OF SUFFICIENCY A-2025-05
3. A-2025-05 Annexation Ordinance
4. Metes & Bounds Description
5. Annexation Plat
6. Annexation Application - Non-Contiguous

NOTICE OF PUBLIC HEARING

KANNAPOLIS CITY COUNCIL
401 Laureate Way, Kannapolis

Monday April 28, 2025 at 6:00 pm

Text Amendment – TA-2025-04 – Public Hearing to consider text amendments to the Kannapolis Development Ordinance (KDO), Article 4, Section 4.2.D(3)a.4(b)3 to increase the maximum number of dwellings permitted in a pocket neighborhood development from twelve (12) to thirty (30).

Voluntary Annexation A-2025-04 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 13.95 +/- combined acres of properties located at 5400 and 5425 Odell School Road and further identified as Cabarrus County Parcel Identification Numbers 46736668550000 and 46735792770000.

Voluntary Annexation A-2025-05 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 87.748 +/- combined acres of properties located at 2423 and 2575 Jim Johnson Road and an Unaddressed parcel on Jim Johnson Road, further identified as Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000.

In accordance with Title II of the Americans with Disabilities Act (AD), any person requiring an accommodation to participate in a function or program of the City of Kannapolis, should contact Daniel Jenkins, Assistant Human Resource 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 48 hours before the scheduled event .
Publication Dates: April 17, 24, 2025. COL-NC-401002

Independent Tribune

Receipt

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number	
Invoice number	636E6204-0006
Date paid	Apr 14, 2025
Payment method	VISA - 9491
Notice Id	ONE1dXXVdTjkl1YYCfwL
Publisher	Concord Independent Tribune

Paid by
City of Kannapolis

$314.94 paid on Apr 14, 2025

=== Notes ===
Notice Name: City Council April 28, 2025
Order Number: COL-NC-401002

Description	Qty	Unit price	Amount
04/17/2025: General Legal Notice	1	147.47	147.47
04/24/2025: General Legal Notice	1	147.47	147.47
Affidavit Fee	1	20.00	20.00
		Subtotal	$314.94
		Tax	0.00
		Amount paid	$314.94

CERTIFICATE OF SUFFICIENCY
A-2025-05

To City Council of the City of Kannapolis, North Carolina.

I, Pam Scaggs, City Clerk, do hereby certify that pursuant to NCGS Chapter 160A-58 *et seq.*, I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 15th day of April 2025.

Pam Scaggs, CMC, NCCMC
City Clerk

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF KANNAPOLIS, NORTH CAROLINA

Annexation 2025-05 – 2423 and 2575 Jim Johnson Road
And an Unaddressed Parcel on Jim Johnson Road

WHEREAS, pursuant to Chapter 160A-58 *et seq*, City Council has stated its intent to annex property as described below; and

WHEREAS, City Council has by resolution set and held a public hearing on the question of this annexation at Kannapolis City Hall, located at 401 Laureate Way at 6:00 PM on the 28th day of April 2025, after due notice by the Independent Tribune newspaper on the 17th and 24th days of April 2025; and

WHEREAS, the City Council finds that the public health, safety and welfare of the City of Kannapolis, North Carolina and of the area proposed for annexation will be best served by annexing the area described.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina that:

Section 1. By virtue of the authority granted pursuant to N.C.G.S. Chapter 160A-58 *et seq*, the following described territory is hereby annexed and made part of the City of Kannapolis, North Carolina as of the 28th day of April 2025, and being more particularly described as Cabarrus County Parcel Identification Numbers 46729232550000, 46729217120000, and 46728256200000.

SEE EXHIBIT A – METES AND BOUNDS DESCRIPTON and SURVEY

Section 2. Upon and after the 28th day of April 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Kannapolis, North Carolina and shall be entitled to the same privileges and benefits as other parts of the City of Kannapolis, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

Section 3. The Mayor of the City of Kannapolis, North Carolina shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Board of Elections, as required by G.S. 163-288.1.

Adopted this 28th day of April 2025:

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk

APPROVED AS TO FORM:

_____
W. Andrew Kelly, City Attorney

LEGAL DESCRIPTION

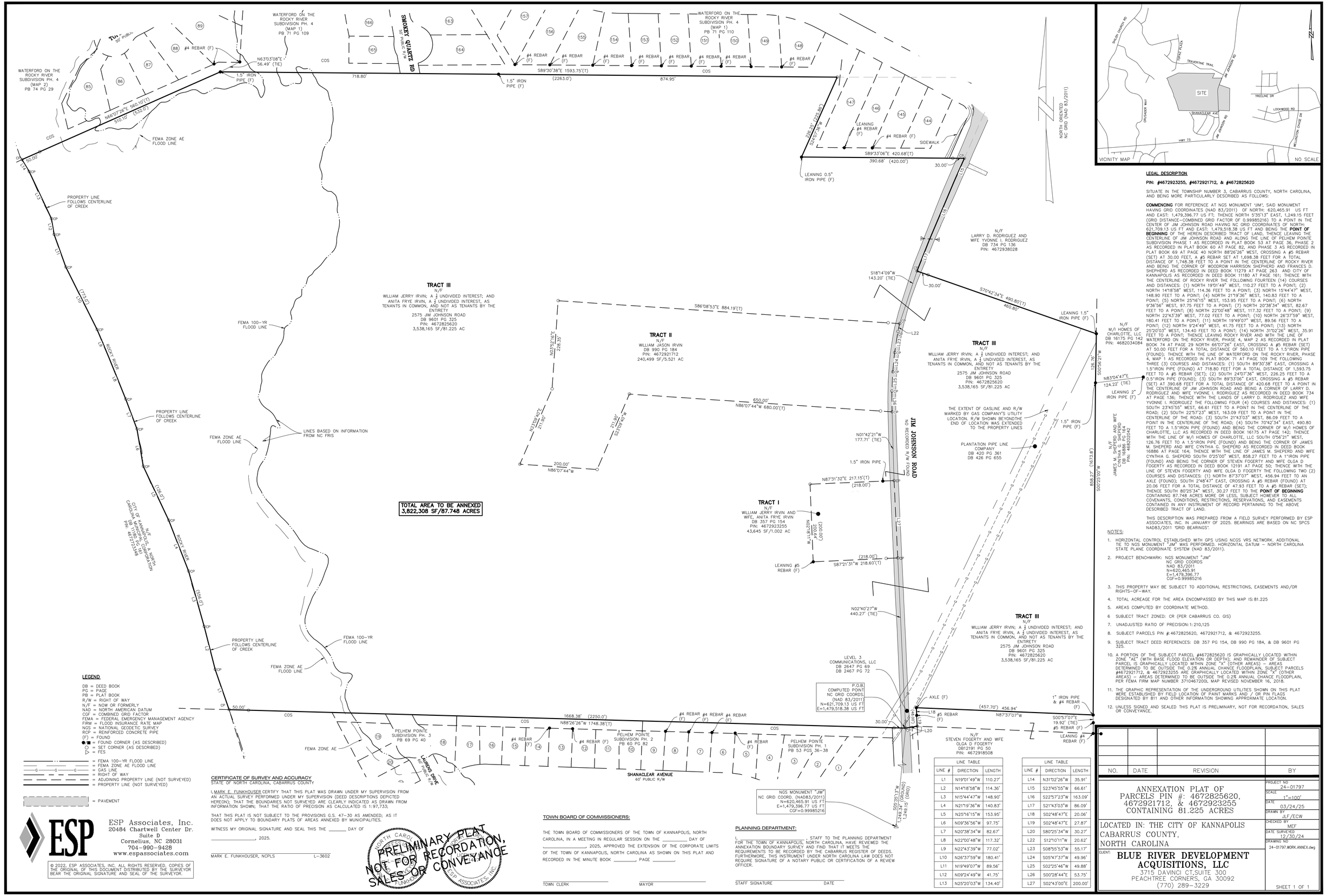
PIN: #4672923255, #4672921712, & #4672825620

SITUATE IN THE TOWNSHIP NUMBER 3, CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT NGS MONUMENT "JIM", SAID MONUMENT HAVING GRID COORDINATES (NAD 83/2011) OF NORTH: 620,465.91 US FT AND EAST: 1,479,396.77 US FT; THENCE NORTH 5°35'13" EAST, 1,249.15 FEET (GRID DISTANCE-COMBINED GRID FACTOR OF 0.99985216) TO A POINT IN THE CENTER OF JIM JOHNSON ROAD HAVING NC GRID COORDINATES OF NORTH: 621,709.13 US FT AND EAST: 1,479,518.38 US FT AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND, THENCE LEAVING THE CENTERLINE OF JIM JOHNSON ROAD AND ALONG THE LINE OF PELHEM POINTE SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 53 AT PAGE 36, PHASE 2 AS RECORDED IN PLAT BOOK 60 AT PAGE 82, AND PHASE 3 AS RECORDED IN PLAT BOOK 69 AT PAGE 40 NORTH 88°26'26" WEST, CROSSING A #5 REBAR (SET) AT 30.00 FEET, A #5 REBAR SET AT 1,698.38 FEET FOR A TOTAL DISTANCE OF 1,748.38 FEET TO A POINT IN THE CENTERLINE OF ROCKY RIVER AND BEING THE CORNER OF WOODROW HARRISON SHEPHERD AND FRANCES D. SHEPHERD AS RECORDED IN DEED BOOK 11279 AT PAGE 263 AND CITY OF KANNAPOLIS AS RECORDED IN DEED BOOK 11180 AT PAGE 161; THENCE WITH THE CENTERLINE OF ROCKY RIVER THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: (1) NORTH 19°01'49" WEST, 110.27 FEET TO A POINT; (2) NORTH 14°18'58" WEST, 114.36 FEET TO A POINT; (3) NORTH 15°44'47" WEST, 148.90 FEET TO A POINT; (4) NORTH 21°19'36" WEST, 140.83 FEET TO A POINT; (5) NORTH 25°16'15" WEST, 153.95 FEET TO A POINT; (6) NORTH 9°36'56" WEST, 97.75 FEET TO A POINT; (7) NORTH 20°38'34" WEST, 82.67 FEET TO A POINT; (8) NORTH 22°00'48" WEST, 117.32 FEET TO A POINT; (9) NORTH 22°43'39" WEST, 77.02 FEET TO A POINT; (10) NORTH 26°37'59" WEST, 180.41 FEET TO A POINT; (11) NORTH 19°49'07" WEST, 89.56 FEET TO A POINT; (12) NORTH 9°24'49" WEST, 41.75 FEET TO A POINT; (13) NORTH 25°20'03" WEST, 134.40 FEET TO A POINT; (14) NORTH 31°02'26" WEST, 35.91 FEET TO A POINT; THENCE LEAVING ROCKY RIVER AND WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 2 AS RECORDED IN PLAT BOOK 74 AT PAGE 29 NORTH 66°07'26" EAST, CROSSING A #5 REBAR (SET) AT 50.00 FEET FOR A TOTAL DISTANCE OF 560.10 FEET TO A 1.5" IRON PIPE (FOUND); THENCE WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 1 AS RECORDED IN PLAT BOOK 71 AT PAGE 109 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 89°30'38" EAST, CROSSING A 1.5" IRON PIPE (FOUND) AT 718.80 FEET FOR A

TOTAL DISTANCE OF 1,593.75 FEET TO A #5 REBAR (SET); (2) SOUTH 24°07'36" WEST, 226.25 FEET TO A 0.5" IRON PIPE (FOUND); (3) SOUTH 89°33'06" EAST, CROSSING A #5 REBAR (SET) AT 390.68 FEET FOR A TOTAL DISTANCE OF 420.68 FEET TO A POINT IN THE CENTERLINE OF JIM JOHNSON ROAD AND BEING A CORNER OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ AS RECORDED IN DEED BOOK 734 AT PAGE 136; THENCE WITH THE LANDS OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 23°45'55" WEST, 66.61 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (2) SOUTH 22°57'23" WEST, 163.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD: (3) SOUTH 21°43'03" WEST, 86.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (4) SOUTH 70°42'34" EAST, 490.80 FEET TO A 1.5" IRON PIPE (FOUND) AND BEING THE CORNER OF M/I HOMES OF CHARLOTTE, LLC AS RECORDED IN DEED BOOK 16175 AT PAGE 142; THENCE WITH THE LINE OF M/I HOMES OF CHARLOTTE, LLC SOUTH 0°56'21" WEST, 126.76 FEET TO A 1.5" IRON PIPE (FOUND) AND BEING THE CORNER OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD AS RECORDED IN DEED BOOK 16886 AT PAGE 164; THENCE WITH THE LINE OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD SOUTH 0°25'00" WEST, 858.27 FEET TO A 1" IRON PIPE (FOUND) AND BEING THE CORNER OF STEVEN FOGERTY AND WIFE OLGA D FOGERTY AS RECORDED IN DEED BOOK 12191 AT PAGE 50; THENCE WITH THE LINE OF STEVEN FOGERTY AND WIFE OLGA D FOGERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 87°37'07" WEST, 456.94 FEET TO AN AXLE (FOUND); SOUTH 2°48'47" EAST, CROSSING A #5 REBAR (FOUND) AT 20.06 FEET FOR A TOTAL DISTANCE OF 47.93 FEET TO A #5 REBAR (SET); THENCE SOUTH 80°25'34" WEST, 30.27 FEET TO THE **POINT OF BEGINNING** CONTAINING 87.748 ACRES MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND.

THIS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED BY ESP ASSOCIATES, INC. IN JANUARY OF 2025. BEARINGS ARE BASED ON NC SPCS NAD83/2011 "GRID BEARINGS".



LEGAL DESCRIPTION

PIN: #4672923255, #4672921712, & #4672825620

SITUATE IN THE TOWNSHIP NUMBER 3, CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT NGS MONUMENT "JIM"; SAID MONUMENT HAVING GRID COORDINATES (NAD 83/2011) OF NORTH: 620,465.91 US FT AND EAST: 1,479,396.77 US FT; THENCE NORTH 5°35'13" EAST, 1,249.15 FEET (GRID DISTANCE–COMBINED GRID FACTOR OF 0.99985216) TO A POINT IN THE CENTER OF JIM JOHNSON ROAD HAVING NC GRID COORDINATES OF NORTH: 621,709.13 US FT AND EAST: 1,479,518.38 US FT AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND, THENCE LEAVING THE CENTERLINE OF JIM JOHNSON ROAD AND ALONG THE LINE OF PELHEM POINTE SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 53 AT PAGE 36, PHASE 2 AS RECORDED IN PLAT BOOK 60 AT PAGE 82, AND PHASE 3 AS RECORDED IN PLAT BOOK 69 AT PAGE 40 NORTH 88°26'26" WEST, CROSSING A #5 REBAR (SET) AT 30.00 FEET, A #5 REBAR SET AT 1,698.38 FEET FOR A TOTAL DISTANCE OF 1,748.38 FEET TO A POINT IN THE CENTERLINE OF ROCKY RIVER AND BEING THE CORNER OF WOODROW HARRISON SHEPHERD AND FRANCES D. SHEPHERD AS RECORDED IN DEED BOOK 11279 AT PAGE 263 AND NORTH OF KANNAPOLIS AS RECORDED IN DEED BOOK 11180 AT PAGE 161; THENCE WITH THE CENTERLINE OF ROCKY RIVER THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: (1) NORTH 19°01'49" WEST, 110.27 FEET TO A POINT; (2) NORTH 14°18'58" WEST, 114.36 FEET TO A POINT; (3) NORTH 15°44'47" WEST, 148.90 FEET TO A POINT; (4) NORTH 21°19'36" WEST, 140.83 FEET TO A POINT; (5) NORTH 25°16'15" WEST, 153.95 FEET TO A POINT; (6) NORTH 9°36'56" WEST, 97.75 FEET TO A POINT; (7) NORTH 20°38'34" WEST, 82.67 FEET TO A POINT; (8) NORTH 22°00'48" WEST, 117.32 FEET TO A POINT; (9) NORTH 22°43'39" WEST, 77.02 FEET TO A POINT; (10) NORTH 26°37'59" WEST, 180.41 FEET TO A POINT; (11) NORTH 19°49'07" WEST, 89.56 FEET TO A POINT; (12) NORTH 9°24'49" WEST, 41.75 FEET TO A POINT; (13) NORTH 25°20'03" WEST, 134.40 FEET TO A POINT; (14) NORTH 31°02'26" WEST, 35.91 FEET TO A POINT; THENCE LEAVING ROCKY RIVER AND WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 2 AS RECORDED IN PLAT BOOK 74 AT PAGE 29 NORTH 66°07'26" EAST, CROSSING A #4 REBAR (SET) AT 50.00 FEET FOR A TOTAL DISTANCE OF 560.10 FEET TO A 1.5"IRON PIPE (FOUND); THENCE WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 1 AS RECORDED IN PLAT BOOK 71 AT PAGE 109 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 89°30'38" EAST, CROSSING A 1.5"IRON PIPE (FOUND) AT 718.80 FEET FOR A TOTAL DISTANCE OF 1,593.75 FEET TO A #5 REBAR (SET); (2) SOUTH 24°07'36" WEST, 226.25 FEET TO A 0.5"IRON PIPE (FOUND); (3) SOUTH 89°33'06" EAST, CROSSING A #5 REBAR (SET) AT 390.68 FEET FOR A TOTAL DISTANCE OF 420.68 FEET TO A POINT IN THE CENTERLINE OF JIM JOHNSON ROAD AND BEING A CORNER OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ AS RECORDED IN DEED BOOK 734 AT PAGE 136; THENCE WITH THE LANDS OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 23°45'55" WEST, 66.61 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (2) SOUTH 22°57'23" WEST, 163.09 FEET TO A PNT IN THE CENTERLINE OF THE ROAD; (3) SOUTH 21°43'03" WEST, 86.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (4) SOUTH 70°42'34" EAST, 490.80 FEET TO A 1.5"IRON PIPE (FOUND) AND BEING THE CORNER OF M/I HOMES OF CHARLOTTE, LLC AS RECORDED IN DEED BOOK 16175 AT PAGE 142; THENCE WITH THE LINE OF M/I HOMES OF CHARLOTTE, LLC SOUTH 0°56'21" WEST, 126.76 FEET TO A 1.5"IRON PIPE (FOUND) AND BEING THE CORNER OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD AS RECORDED IN DEED BOOK 16886 AT PAGE 164; THENCE WITH THE LINE OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD SOUTH 0°25'00" WEST, 858.27 FEET TO A 1"IRON PIPE (FOUND) AND BEING THE CORNER OF STEVEN FOGERTY AND WFE OLGA D FOGERTY AS RECORDED IN DEED BOOK 12191 AT PAGE 50; THENCE WITH THE LINE OF STEVEN FOGERTY AND WFE OLGA D FOGERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 87°37'07" WEST, 456.94 FEET TO AN AXLE (FOUND); SOUTH 2°48'47" EAST, CROSSING A #5 REBAR (FOUND) AT 20.06 FEET FOR A TOTAL DISTANCE OF 47.93 FEET TO A #5 REBAR (SET); THENCE SOUTH 80°25'34" WEST, 30.27 FEET TO THE **POINT OF BEGINNING** CONTAINING 87.748 ACRES MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND.

THIS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED BY ESP ASSOCIATES, INC. IN JANUARY OF 2025. BEARINGS ARE BASED ON NC SPCS NAD83/2011 "GRID BEARINGS".

NOTES:

1. HORIZONTAL CONTROL ESTABLISHED WITH GPS USING NCGS VRS NETWORK. ADDITIONAL TIE TO NGS MONUMENT "JIM" WAS PERFORMED. HORIZONTAL DATUM – NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD 83/2011).
2. PROJECT BENCHMARK: NGS MONUMENT "JIM"
   NC GRID COORDS
   NAD 83/2011
   N=620,465.91
   E=1,479,396.77
   CGF=0.99985216
3. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY.
4. TOTAL ACREAGE FOR THE AREA ENCOMPASSED BY THIS MAP IS: 81.225
5. AREAS COMPUTED BY COORDINATE METHOD.
6. SUBJECT TRACT ZONED: CR (PER CABARRUS CO. GIS)
7. UNADJUSTED RATIO OF PRECISION: 1:210,125
8. SUBJECT PARCELS PIN #: 4672825620, 4672921712, & 4672923255.
9. SUBJECT TRACT DEED REFERENCES: DB 357 PG 154, DB 990 PG 184, & DB 9601 PG 325.
10. A PORTION OF THE SUBJECT PARCEL #4672825620 IS GRAPHICALLY LOCATED WITHIN ZONE "AE" (WITH BASE FLOOD ELEVATION OR DEPTH); AND REMAINDER OF SUBJECT PARCEL IS GRAPHICALLY LOCATED WITHIN ZONE "X" (OTHER AREAS) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, SUBJECT PARCELS #4672921712, & 4672923255 ARE GRAPHICALLY LOCATED WITHIN ZONE "X" (OTHER AREAS) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA FIRM MAP NUMBER 3710467200L MAP REVISED NOVEMBER 16, 2018.
11. THE GRAPHIC REPRESENTATION OF THE UNDERGROUND UTILITIES SHOWN ON THIS PLAT WERE ESTABLISHED BY FIELD LOCATION OF PAINT MARKS AND / OR PIN FLAGS DESIGNATED BY 811 AND OTHER INFORMATION SHOWING APPROXIMATE LOCATION.
12. UNLESS SIGNED AND SEALED THIS PLAT IS PRELIMINARY, NOT FOR RECORDATION, SALES OR CONVEYANCE.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N19°01'49"W	110.27'
L2	N14°18'58"W	114.36'
L3	N15°44'47"W	148.90'
L4	N21°19'36"W	140.83'
L5	N25°16'15"W	153.95'
L6	N09°36'56"W	97.75'
L7	N20°38'34"W	82.67'
L8	N22°00'48"W	117.32'
L9	N22°43'39"W	77.02'
L10	N26°37'59"W	180.41'
L11	N19°49'07"W	89.56'
L12	N09°24'49"W	41.75'
L13	N25°20'03"W	134.40'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L14	N31°02'26"W	35.91'
L15	S23°45'55"W	66.61'
L16	S22°57'23"W	163.09'
L17	S21°43'03"W	86.09'
L18	S02°48'47"E	20.06'
L19	S02°48'47"E	27.87'
L20	S80°25'34"W	30.27'
L22	S12°10'11"W	20.62'
L23	S08°55'53"W	55.17'
L24	S05°47'37"W	49.96'
L25	S02°25'46"W	49.88'
L26	S00°28'44"E	53.75'
L27	S02°43'00"E	200.00'

ESP Associates, Inc.
20484 Chartwell Center Dr.
Suite D
Cornelius, NC 28031
704-990-9428
www.espassociates.com

© 2022, ESP ASSOCIATES, INC. ALL RIGHTS RESERVED. COPIES OF THE ORIGINAL OF THIS DOCUMENT DISTRIBUTED BY THE SURVEYOR BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR.

CERTIFICATE OF SURVEY AND ACCURACY
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, MARK E. FUNKHOUSER CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTIONS DEPICTED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:97,733;

THAT THIS PLAT IS NOT SUBJECT TO THE PROVISIONS G.S. 47-30 AS AMENDED; AS IT DOES NOT APPLY TO BOUNDARY PLATS OF AREAS ANNEXED BY MUNICIPALITIES.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE _____ DAY OF _____, 2025.

_____
MARK E. FUNKHOUSER, NCPLS L-3602

PRELIMINARY PLAT NOT FOR RECORDATION, SALES OR CONVEYANCE

TOWN BOARD OF COMMISSIONERS:

THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF KANNAPOLIS, NORTH CAROLINA, IN A MEETING IN REGULAR SESSION ON THE _____ DAY OF _____, 2025, APPROVED THE EXTENSION OF THE CORPORATE LIMITS OF THE TOWN OF KANNAPOLIS, NORTH CAROLINA AS SHOWN ON THIS PLAT AND RECORDED IN THE MINUTE BOOK _____, PAGE _____.

_____ TOWN CLERK

_____ MAYOR

PLANNING DEPARTMENT:

I, _____, STAFF TO THE PLANNING DEPARTMENT FOR THE TOWN OF KANNAPOLIS, NORTH CAROLINA, HAVE REVIEWED THE ANNEXATION BOUNDARY SURVEY AND FIND THAT IT MEETS THE REQUIREMENTS TO BE RECORDED BY THE CABARRUS REGISTER OF DEEDS. FURTHERMORE, THIS INSTRUMENT UNDER NORTH CAROLINA LAW DOES NOT REQUIRE SIGNATURE OF A NOTARY PUBLIC OR CERTIFICATION OF A REVIEW OFFICER.

_____ STAFF SIGNATURE DATE

NO.	DATE	REVISION	BY

ANNEXATION PLAT OF
PARCELS PIN #: 4672825620, 4672921712, & 4672923255
CONTAINING 81.225 ACRES

LOCATED IN: THE CITY OF KANNAPOLIS
CABARRUS COUNTY,
NORTH CAROLINA

CLIENT:
BLUE RIVER DEVELOPMENT ACQUISITIONS, LLC
3715 DAVINCI CT,SUITE 300
PEACHTREE CORNERS, GA 30092
(770) 289-3229

PROJECT NO
24-01797
SCALE
1"=100'
DATE
03/24/25
DRAWN BY
JLF/ECW
CHECKED BY
MEF
DATE SURVEYED
12/30/24
DRAWING NO
24-01797.WORK.ANNEX.dwg

SHEET 1 OF 1

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Petition for Non-Contiguous Annexation

So that we may efficiently review your request in a timely manner, it is important that all required documents are submitted with your application. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 2423 & 2575 Jim Johnson Rd., Concord NC 28027

Applicant: Blue River Development

Address: 3715 Davinci Ct. Ste. 300 City: Peachtree Corners State: GA Zip : 30092

Contact number: 404-895-8035 Email: sfreeman@blueriverdevelopment.com

SUBMITTAL CHECKLIST

- ☑ **Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov**
- ☑ **Annexation Checklist and Application – Complete with all required property owner signatures**
- ☑ **Stamped, signed black and white 18 x 24" survey of subject property prepared by a registered engineer or surveyor (not preliminary)**
- ☑ **Metes and Bounds description of subject property**

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

First meeting: The City Clerk will certify the sufficiency of the annexation and City Council will set a date for the public meeting.

Second meeting: City Council will review the petition and either or approve or decline the annexation request:

1. Newspaper notification at least ten (10) days prior to the second Council meeting
2. Notification to the County or municipality from which the subject property is being annexed
3. Public Hearing
4. State recordation of the Resolution to Extend the Corporate City Limits, the signed/stamped 18X24" survey (can not be stamped as preliminary) and the Metes and Bounds Description.

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: _____ *Date:* 3/31/2025

KANNAPOLIS

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-17-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at 2423 Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46729232550000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 1.00 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

   ☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☑ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. Irvin, W. Jerry		
2. Larry D. Rodriguez	2600 Jim Johnson Rd, Concord, NC	
3. Yvonne I. Rodriguez	2600 Jim Johnson Rd. Concord, NC 28027	
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-13-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at 2423 Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46729232550000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 1.00 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

☑ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. Irvin, W. Jerry		
2. IRVIN, WILLIAM JASON	2575 JIM JOHNSON RD CONCORD	William Jason Irvin
3. Irvin, Tammy Hough	2575 Jim Johnson Rd. Concord	Tammy Hough Irvin
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-17-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at Unaddressed Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46728256200000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 78.68 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

   ☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☑ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

	Name (print or type)	**Address**	**Signature***
1.	Irvin, William Jerry		
2.	Larry D. Rodriguez	2606 Jim Johnson Rd, Concord, NC.	
3.	Yvonne I. Rodriguez	2606 Jim Johnson Rd Concord, NC 28027	Yvonne I. Rodriguez
4.			

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

KANNAPOLIS

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-13-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at Unaddressed Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46728256200000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 78.68± acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

   ☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☑ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. Irvin, William Jerry		
2. IRVIN, WILLIAM JASON	2575 JIM JOHNSON RD, CONCORD	William Jason Irvin
3. Irvin, Tammy Hough	2575 Jim Johnson Rd. Concord	Tammy Hough Irvin
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 3-13-25

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.

2. The area to be annexed, located at 2575 Jim Johnson Rd., further identified as Cabarrus County Parcel Identification Number 46729217120000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 5.52 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and **Metes and Bounds Description**

3. This petition is signed by all property owners of the area to be annexed.

4. ☑ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☑ sewer ☑; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.

5. Please check ONE box below:

   ☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.

   ☑ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	**Address**	**Signature***
1. Irvin, William Jason	2575 Jim Johnson Rd Concord	William Jason Irvin
2. Irvin, Tammy Hough	2575 Jim Johnson Rd, Concord	Tammy Hough Irvin
3.		
4.		

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

LEGAL DESCRIPTION

PIN: #4672923255, #4672921712, & #4672825620

SITUATE IN THE TOWNSHIP NUMBER 3, CABARRUS COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT NGS MONUMENT "JIM", SAID MONUMENT HAVING GRID COORDINATES (NAD 83/2011) OF NORTH: 620,465.91 US FT AND EAST: 1,479,396.77 US FT; THENCE NORTH 5°35'13" EAST, 1,249.15 FEET (GRID DISTANCE-COMBINED GRID FACTOR OF 0.99985216) TO A POINT IN THE CENTER OF JIM JOHNSON ROAD HAVING NC GRID COORDINATES OF NORTH: 621,709.13 US FT AND EAST: 1,479,518.38 US FT AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND, THENCE LEAVING THE CENTERLINE OF JIM JOHNSON ROAD AND ALONG THE LINE OF PELHEM POINTE SUBDIVISION PHASE 1 AS RECORDED IN PLAT BOOK 53 AT PAGE 36, PHASE 2 AS RECORDED IN PLAT BOOK 60 AT PAGE 82, AND PHASE 3 AS RECORDED IN PLAT BOOK 69 AT PAGE 40 NORTH 88°26'26" WEST, CROSSING A #5 REBAR (SET) AT 30.00 FEET, A #5 REBAR SET AT 1,698.38 FEET FOR A TOTAL DISTANCE OF 1,748.38 FEET TO A POINT IN THE CENTERLINE OF ROCKY RIVER AND BEING THE CORNER OF WOODROW HARRISON SHEPHERD AND FRANCES D. SHEPHERD AS RECORDED IN DEED BOOK 11279 AT PAGE 263 AND CITY OF KANNAPOLIS AS RECORDED IN DEED BOOK 11180 AT PAGE 161; THENCE WITH THE CENTERLINE OF ROCKY RIVER THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: (1) NORTH 19°01'49" WEST, 110.27 FEET TO A POINT; (2) NORTH 14°18'58" WEST, 114.36 FEET TO A POINT; (3) NORTH 15°44'47" WEST, 148.90 FEET TO A POINT; (4) NORTH 21°19'36" WEST, 140.83 FEET TO A POINT; (5) NORTH 25°16'15" WEST, 153.95 FEET TO A POINT; (6) NORTH 9°36'56" WEST, 97.75 FEET TO A POINT; (7) NORTH 20°38'34" WEST, 82.67 FEET TO A POINT; (8) NORTH 22°00'48" WEST, 117.32 FEET TO A POINT; (9) NORTH 22°43'39" WEST, 77.02 FEET TO A POINT; (10) NORTH 26°37'59" WEST, 180.41 FEET TO A POINT; (11) NORTH 19°49'07" WEST, 89.56 FEET TO A POINT; (12) NORTH 9°24'49" WEST, 41.75 FEET TO A POINT; (13) NORTH 25°20'03" WEST, 134.40 FEET TO A POINT; (14) NORTH 31°02'26" WEST, 35.91 FEET TO A POINT; THENCE LEAVING ROCKY RIVER AND WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 2 AS RECORDED IN PLAT BOOK 74 AT PAGE 29 NORTH 66°07'26" EAST, CROSSING A #5 REBAR (SET) AT 50.00 FEET FOR A TOTAL DISTANCE OF 560.10 FEET TO A 1.5" IRON PIPE (FOUND); THENCE WITH THE LINE OF WATERFORD ON THE ROCKY RIVER, PHASE 4, MAP 1 AS RECORDED IN PLAT BOOK 71 AT PAGE 109 THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 89°30'38" EAST, CROSSING A 1.5" IRON PIPE (FOUND) AT 718.80 FEET FOR A

TOTAL DISTANCE OF 1,593.75 FEET TO A #5 REBAR (SET); (2) SOUTH 24°07'36" WEST, 226.25 FEET TO A 0.5" IRON PIPE (FOUND); (3) SOUTH 89°33'06" EAST, CROSSING A #5 REBAR (SET) AT 390.68 FEET FOR A TOTAL DISTANCE OF 420.68 FEET TO A POINT IN THE CENTERLINE OF JIM JOHNSON ROAD AND BEING A CORNER OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ AS RECORDED IN DEED BOOK 734 AT PAGE 136; THENCE WITH THE LANDS OF LARRY D. RODRIGUEZ AND WIFE YVONNE I. RODRIGUEZ THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 23°45'55" WEST, 66.61 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (2) SOUTH 22°57'23" WEST, 163.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD: (3) SOUTH 21°43'03" WEST, 86.09 FEET TO A POINT IN THE CENTERLINE OF THE ROAD; (4) SOUTH 70°42'34" EAST, 490.80 FEET TO A 1.5" IRON PIPE (FOUND) AND BEING THE CORNER OF M/I HOMES OF CHARLOTTE, LLC AS RECORDED IN DEED BOOK 16175 AT PAGE 142; THENCE WITH THE LINE OF M/I HOMES OF CHARLOTTE, LLC SOUTH 0°56'21" WEST, 126.76 FEET TO A 1.5" IRON PIPE (FOUND) AND BEING THE CORNER OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD AS RECORDED IN DEED BOOK 16886 AT PAGE 164; THENCE WITH THE LINE OF JAMES M. SHEPERD AND WIFE CYNTHIA G. SHEPERD SOUTH 0°25'00" WEST, 858.27 FEET TO A 1" IRON PIPE (FOUND) AND BEING THE CORNER OF STEVEN FOGERTY AND WIFE OLGA D FOGERTY AS RECORDED IN DEED BOOK 12191 AT PAGE 50; THENCE WITH THE LINE OF STEVEN FOGERTY AND WIFE OLGA D FOGERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 87°37'07" WEST, 456.94 FEET TO AN AXLE (FOUND); SOUTH 2°48'47" EAST, CROSSING A #5 REBAR (FOUND) AT 20.06 FEET FOR A TOTAL DISTANCE OF 47.93 FEET TO A #5 REBAR (SET); THENCE SOUTH 80°25'34" WEST, 30.27 FEET TO THE **POINT OF BEGINNING** CONTAINING 87.748 ACRES MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND.

THIS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED BY ESP ASSOCIATES, INC. IN JANUARY OF 2025. BEARINGS ARE BASED ON NC SPCS NAD83/2011 "GRID BEARINGS".

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Mike Legg, City Manager

Subject: **PRESENTATION AND DISCUSSION** - Broadcasting of City Council Meetings **NO ACTION REQUIRED**

Recommended Action Requested by City Council

Motion to direct the City Manager to negotiate a final annual contract with Crown Productions for future City Council consideration.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

City Council has expressed an interest in the broadcasting of its meetings. It is the recommendation of both the Communications and Information Technology departments that contracting with a vendor would be the most appropriate route to achieve this objective. The City does not have the staff or the equipment to produce a quality broadcast of City Council meetings.

As proposed, the vendor will be responsible for providing the staff and the equipment and the production needed for the project. Due to the layout, lighting and sound system in the Laureate Center, multiple cameras will be needed in order to capture individual City Council members at the dais and speakers from the podium. Slide deck (e.g., PowerPoint) presentations will also be broadcast through the video equipment so those viewing the meeting remotely will be able to see the same presentations as those attending in person will see. Additionally, having multiple cameras will allow close-up viewing of those speaking (from the dais or the podium). It is anticipated that the vendor will provide a minimum of two of their employees at every meeting to facilitate the broadcasts.

The meetings would be uploaded to YouTube, similar to the way Cabarrus County produces its meetings.

One additional consideration to this new initiative is that there are new ADA Compliance Rules that staff is working through on many fronts (our website, for instance). While these rules do not have to be implemented for about a year, it is recommended that these broadcasts are compliant (or are moving in that direction). This includes the addition of closed captioning and other ADA software system requirements aimed at accessibility improvements. Some of those items would be included in the quoted from the vendors, but there may be relatively minor cost changes depending on the compliance with these new federal requirements.

Staff is also exploring options for the storage of the meetings because they must be saved in a repository (public records laws) and it is recommended that we do not rely on YouTube for this.

Finally, our Information Technology Director has recommended that we include funding as part of this

initiative to ensure that our sound in the Laureate Center for City Council meetings runs smoothly. The broadcast initiative depends on consistent sound quality in the meeting space. To do so, it is recommended that a qualified sound technician attends every meeting to facilitate this. It is anticipated this will cost about $375-$400 per meeting ($9,000-$10,000 annually). Staff will include this in the interim funding plan described below.

Additional future decisions by City Council (these do not have to be decided immediately):

1. Are the meetings to be broadcast a) live or b) recorded and then uploaded within hours?
2. A revised public speakers' policy will be completed and presented to City Council for consideration before beginning this new initiative. A few other procedural policies may be needed as well.
3. The timeframe for beginning this initiative needs to be decided. It is anticipated that the policy changes and final contract can be ready for City Council consideration by June/July.

Fiscal Implications

Staff received three quotes from local (Cabarrus County) video production firms for this service (annual costs assume 24 meetings):

Company	Annual Cost	Per Meeting Cost	Notes
Crown Productions 1	$48,000	$2,000.00	Requires an annual contract
Crown Productions 2	$84,000	$3,500.00	No long-term commitment
Market Street	$101,436	$4,226.50	No long-term commitment other than a one-month cancellation notice.
Paper Theatre Studio	$107,784	$4,491.00	No long-term commitment other than a three-month advance cancellation notice.

Staff recommends Crown Productions for this project based on both cost and experience. Since the pending FY 26 Budget is already balanced and is being finalized for presentation to City Council on May 12, it is recommended that a fund balance appropriation be the funding source for this initiative. Accordingly, should City Council decide to proceed with this initiative, a request to authorize the contract execution and approve a budget amendment will be up for consideration at a future meeting once those items are completed (June/July).

Alternate Courses of Action

1. Motion to direct the City Manager to negotiate a final annual contract with Crown Productions for future City Council consideration.
2. Table the action to a future meeting.
3. Take no action.

Attachments

None

Kannapolis City Council

City Council Agenda Staff Report
April 28, 2025

To: Mayor and City Council

From: Brian Roberts, Finance Director, Alex Anderson, Director of Water Resources

Subject: **CONTRACT AND BUDGET ORDINANCE -** Downtown Sewer Outfall Contract Award and Budget Amendment #25-37 **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Award contract to Carolina Siteworks, Inc. for the Downtown Sewer Outfall Rehabilitation project and approve budget amendment #25-37.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

This project is required to create gravity sewer conveyance capacity for Block 5, Block 6, Plant 4 site, old Post Office site, residential project at Vance and W D Street, and further redevelopment of areas in the downtown area.

The project involves the replacement/rehabilitation of approximately 4,929 linear feet of 18-inch gravity sewer and 209 linear feet of 24-inch gravity sewer. The current sewer piping is approximately 72 years old and ranges in diameter from 6-inch to 24-inch. The current piping system is subject to significant inflow from rainwater and is at hydraulic capacity. This replacement/rehabilitation project will eliminate nearly all the inflow of rainwater due to defects and age in the nearly one-mile-long sewer network. The entire piping system will be standardized on one size (18-inch) which is sufficiently sized to support all proposed growth within the core downtown area and will support further development around the core downtown area.

Furthermore, this project involves relocating the final discharge location of the downtown sewer to the WSACC Interceptor and a disconnection from the City's 12-inch gravity sewer outfall. This change in discharge location will bring immediate relief to the City's primary 12-inch gravity sewer outfall which is nearing capacity. This immediate relief will allow for additional sewer flows to be allocated to the City's 12-inch gravity sewer outfall. This project was identified in the 2018 Water and Sewer Fund CIP Update as one of the top priorities for the Utility System.

Contractor	Base Bid
Carolina Siteworks, Inc	$3,723,313.00
Propst Construction Co, Inc	$4,283,650.00
State Utility Contractors, Inc	$4,977,716.00

Fiscal Implications

Finance Officer Pre-Audit approval is required. Several significant changes to the funding plan are recommended by staff. One primary driver of this revised funding plan is to reduce the amount of new debt in the Water and Sewer Fund. Essentially, this plan will facilitate paying cash for the Downtown Sewer Outfall project. More specifically, Budget Amendment #25-37 accomplishes several things related to this Downtown Sewer Outfall Project and the pending Kannapolis Lake Spillway Project (both currently combined into one Capital Project Fund):

1. Fund balance is appropriated in the Water and Sewer Fund as a transfer to the Capital Project Fund.
2. Adjusts proceeds from debt (i.e., reduces the amount of anticipated debt as only the Kannapolis Lake Spillway project will be financed).
3. Increases (appropriates) investment earnings that would otherwise roll into fund balance.
4. Re-appropriates unspent bond proceeds from existing and previous projects.
5. Reduces $1.4 million of the Public Works Operations Center improvement project. The most important improvements are still being funded through the General Fund.

Alternate Courses of Action

1. **Motion to award bid to Carolina Siteworks, Inc for the Downtown Sewer Outfall project and authorize the City Manager to execute the contract (Recommended)**
2. **Motion to approve Budget Amendment #25-37, which appropriates fund balance in the Water and Sewer Fund to fund the Downtown Sewer Outfall (Recommended).**
3. Table action to another meeting
4. Take no action

Attachments

1. WRE Recommendation of Award Letter
2. BA 25-37 Budget Amendment for Fund 340

WithersRavenel
Our People. Your Success.

February 6, 2025

Alex Anderson, Director of Water Resources
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

RE: Bid Evaluation and Recommendation of Award/Negotiation
Kannapolis Downtown Sewer Outfall Phase II
WR Project No. 06200092

Dear Mr. Anderson:

On Thursday, January 30, 2025 at 2:00 PM, three (3) bid packages were received for the referenced project. The intent of this letter is to present our evaluation of the bids and make a recommendation for award.

EVALUATION OF BIDS

Three (3) bid packages were received. The bids were delivered to the City of Kannapolis Town Hall immediately before the scheduled bid opening. Base bids read publicly were as follows:

Bidder	**Base Bid**
Carolina Siteworks, Inc	$3,723,313.00
Probst Construction Co, Inc	$4,283,650.00
State Utility Contractors, Inc	$4,977,716.00

After review, it was found that only Carolina Siteworks, Inc., Probst Construction Company, Inc., and State Utility Contractors, Inc. submitted complete bid packages that were done correctly per all NCGS requirements.

Individual unit price bid amounts are provided in the attached Certified Bid Tabulation. Carolina Siteworks, Inc. was the apparent low bidder with a Base Bid of $3,723,313.00. A review of the bid submittal package for Carolina Siteworks, Inc. revealed that the bid was complete, and the required supporting documentation was provided.

RECOMMENDATION

Based on our review of the bids, WithersRavenel recommends that the City of Kannapolis award the contract to Carolina Siteworks, Inc. in the amount of $3,723,313.00.

If you have any questions or need additional information, please call (704) 771-9934 and I will be glad to assist you.

Sincerely,

WithersRavenel

Chris Rosenboom, P.E.
Director of Utilities – Charlotte

Attachments: Certified Bid Tabulation

Docusign Envelope ID: FD34BA36-FBA6-4EF6-8AEC-23C951179551

Bid Tabulation
Kannapolis Downtown Sewer Outfall Phase II
Kannapolis, NC
WithersRavenel Project No. 06200092.00

January 30, 2025

Item No.	Item Description	Unit	Est. Quan.	Carolina Siteworks, Inc.		Probst Construction Co, Inc.		State Utility Contractors, Inc.	
				Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price
1	Mobilization (Not to Exceed 2% of Base Subtotal Prior to Allowances)	LS	1	$ 125,186.00	$ 125,186.00	$ 95,000.00	$ 95,000.00	$ 98,500.00	$ 98,500.00
2	18-inch DIP Gravity (0'-6') (Excavation)	LF	2018	$ 344.00	$ 694,192.00	$ 400.00	$ 807,200.00	$ 518.00	$ 1,045,324.00
3	18-inch DIP Gravity (6'-8') (Excavation)	LF	1826	$ 346.00	$ 631,796.00	$ 425.00	$ 776,050.00	$ 522.00	$ 953,172.00
4	18-inch DIP Gravity (8'-10') (Excavation)	LF	591	$ 350.00	$ 206,850.00	$ 450.00	$ 265,950.00	$ 530.00	$ 313,230.00
5	18-inch DIP Gravity (10'-12') (Excavation)	LF	186	$ 372.00	$ 69,192.00	$ 500.00	$ 93,000.00	$ 565.00	$ 105,090.00
6	18-inch HDPE Gravity Sewer (Pipe Bursting)	LF	310	$ 407.00	$ 126,170.00	$ 675.00	$ 209,250.00	$ 410.00	$ 127,100.00
7	24-inch CIPP Gravity Sewer	LF	209	$ 429.00	$ 89,661.00	$ 500.00	$ 104,500.00	$ 390.00	$ 81,510.00
8	Replace 4' Dia MH w/ 5' Dia Precast Concrete Manhole (0'-6')	EA	24	$ 9,164.00	$ 219,936.00	$ 15,865.00	$ 380,760.00	$ 9,500.00	$ 228,000.00
9	5' Manhole Additional Depth	VF	75	$ 496.00	$ 37,200.00	$ 325.00	$ 24,375.00	$ 850.00	$ 63,750.00
10	8-inch Inside Drop Manhole Connection	EA	6	$ 2,889.00	$ 17,334.00	$ 10,000.00	$ 60,000.00	$ 7,000.00	$ 42,000.00
11	18-inch Outside Drop Manhole Connection	EA	1	$ 21,631.00	$ 21,631.00	$ 26,935.00	$ 26,935.00	$ 37,000.00	$ 37,000.00
12	8' Diameter Precast Concrete Doghouse Manhole	EA	1	$ 31,504.00	$ 31,504.00	$ 90,845.00	$ 90,845.00	$ 65,000.00	$ 65,000.00
13	Rehabilitate Existing Manhole with Cementitious Lining	VF	16	$ 1,227.00	$ 19,632.00	$ 1,825.00	$ 29,200.00	$ 850.00	$ 13,600.00
14	Connect Existing Gravity Sewer Line to Manhole	EA	6	$ 1,500.00	$ 9,000.00	$ 12,275.00	$ 73,650.00	$ 7,500.00	$ 45,000.00
15	Connect Existing 4" Lateral to Manhole	EA	1	$ 1,500.00	$ 1,500.00	$ 4,500.00	$ 4,500.00	$ 4,000.00	$ 4,000.00
16	Connect Existing 4" Lateral to Mainline	EA	9	$ 9,961.00	$ 89,649.00	$ 7,500.00	$ 67,500.00	$ 10,500.00	$ 94,500.00
17	Abandon Existing Gravity Sewer (STA 0+00 to STA 3+50)	LS	1	$ 3,548.00	$ 3,548.00	$ 17,435.00	$ 17,435.00	$ 4,200.00	$ 4,200.00
18	Open Cut and Patch Asphalt per COK Detail No. 109	LF	1453	$ 586.00	$ 851,458.00	$ 325.00	$ 472,225.00	$ 450.00	$ 653,850.00
19	1.5" Mill and Overlay Pavement	SY	3140	$ 19.20	$ 60,288.00	$ 30.00	$ 94,200.00	$ 26.00	$ 81,640.00
20	Stabilization Stone	SY	50	$ 121.00	$ 6,050.00	$ 75.00	$ 3,750.00	$ 85.00	$ 4,250.00
21	Clearing, Grubbing, and Disposal of Debris	LS	1	$ 26,884.00	$ 26,884.00	$ 65,000.00	$ 65,000.00	$ 75,000.00	$ 75,000.00
22	Sedimentation and Erosion Control Devices	LS	1	$ 31,752.00	$ 31,752.00	$ 100,000.00	$ 100,000.00	$ 75,000.00	$ 75,000.00
23	Select Fill	CY	50	$ 50.00	$ 2,500.00	$ 75.00	$ 3,750.00	$ 60.00	$ 3,000.00
24	Anti-Seep Collars (Concrete)	EA	1	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00
25	Rock Excavation	CY	200	$ 1.00	$ 200.00	$ 275.00	$ 55,000.00	$ 250.00	$ 50,000.00
26	Safety Precautions and Traffic Control	LS	1	$ 7,971.00	$ 7,971.00	$ 35,725.00	$ 35,725.00	$ 20,000.00	$ 20,000.00
27	By-Pass Pumping	LS	1	$ 217,754.00	$ 217,754.00	$ 249,850.00	$ 249,850.00	$ 650,000.00	$ 650,000.00
28	Site Restoration	LS	1	$ 93,475.00	$ 93,475.00	$ 45,000.00	$ 45,000.00	$ 10,000.00	$ 10,000.00

Docusign Envelope ID: FD34BA36-FBA6-4EF6-8AEC-23C951179551

Bid Tabulation
Kannapolis Downtown Sewer Outfall Phase II
Kannapolis, NC
WithersRavenel Project No. 06200092.00

January 30, 2025

Item No.	Item Description	Unit	Est. Quan.	Carolina Siteworks, Inc. Unit Price	Carolina Siteworks, Inc. Extended Total Price	Probst Construction Co, Inc. Unit Price	Probst Construction Co, Inc. Extended Total Price	State Utility Contractors, Inc. Unit Price	State Utility Contractors, Inc. Extended Total Price
29	3rd Party Materials Testing	Allowance		$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
30	Contingency	Allowance		$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
TOTAL CONSTRUCTION BID COST				**$3,723,313.00**		**$4,283,650.00**		**$4,977,716.00**	
A	**Total Construction Base Bid**			**$3,723,313.00**		**$4,283,650.00**		**$4,977,716.00**	

By: DocuSigned by: Leonard McBryde III
94A742349DB9490...
Leonard McBryde, PE

Corrections made to Bid Proposal by Engineer

Date: February 3, 2025

NORTH CAROLINA PROFESSIONAL SEAL 036163 ENGINEER LEONARD McBRYDE III
2/3/2025

CITY OF KANNAPOLIS, NORTH CAROLINA
WATER AND SEWER CAPITAL PROJECT – REVENUE BONDS 2020 FUND
CAPITAL PROJECT ORDINANCE
Amendment # 25-37

BE IT ORDAINED by the Governing Board of the City of Kannapolis, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for infrastructure construction of various water and sewer projects.

Section 2. The City Manager is hereby directed to proceed with the Capital Project in compliance with the North Carolina General Statutes and within the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project.

Section 4. The following amounts are appropriated for this project.

Description: Budgeting fund balance appropriated in the Water and Sewer fund to transfer to the capital project fund project; adjust proceeds from debt; increase investment earnings; and reappropriate unspent bond proceeds from existing projects for construction of the Downtown Sewer Outfall and Spillway projects and reduce the Public Works Operations Center project.

SECTION I– WATER AND SEWER FUND

Revenues:	Increase – Fund Balance Appropriated Revenue: 39900-39900	$1,639,254
Expenditure:	Increase – Transfer to Capital Project Funds Expenditure: 39000-57200	$1,639,254

SECTION II– WATER AND SEWER CAPITAL PROJECT – REVENUE BONDS 2020 FUND

Revenues:	Decrease – Proceeds From Debt Financing Revenue: 34095-39000	$12,740,802
	Increase – Proceeds From Debt Financing Revenue: 34095-39000-SPILL	$8,440,000
	Increase – State Grants Revenue: 34000-34000-MOORE	$45,731
	Increase – Investment Income Revenue: 34000-38000	$1,000,000
	Increase – Transfer From Water and Sewer Fund Revenue: 34000-39210-DTSEW	$3,045,504

	Decrease – Transfer From Water and Sewer Fund Revenue: 34000-39210-PWOC1	$1,406,250
Expenditure:	Decrease – Bond Principal Expenditure: 34000-58100	$54,452
	Decrease – Debt Issuance Cost Expenditure: 34000-58300	$3,955,401
	Increase – Debt Issuance Cost Expenditure: 34000-58300-SPILL	$250,000
	Decrease – Capital – CIP Expenditure: 34000-59200-DTSEW	$200,000
	Increase – Capital – CIP Expenditure: 34000-59200-MOORE	$21,034
	Decrease – Capital – CIP Expenditure: 34000-59200-PWOC1	$1,286,371
	Increase – Capital – CIP Expenditure: 34000-59200-SPILL	$4,690,000
	Decrease – Capital – CIP Expenditure: 34000-59200-LANE	$562,308
	Decrease – Capital – CIP Expenditure: 34000-59200-SLUDG	$310,067
	Decrease – Capital – CIP Expenditure: 34000-59200-STOR	$179,290
	Decrease – Capital – Improvements Expenditure: 34000-59400-HWY29	$9,271
	Decrease – Capital – Machinery and Equipment Expenditure: 34000-59500-TRUCK	$19,691

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project. Fund sufficient specific detailed accounting records to provide for accounting to the City Council as required by North Carolina law.

Section 6. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on total project revenue.

Section 7. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission presented to City Council.

Section 8. The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council.

Section 9. Copies of this Capital Project Ordinance shall be made available to the Finance Officer for direction in carrying out this project.

This ordinance is approved and adopted this 28th day of April 2025.

_____
Milton D. Hinnant, Mayor

ATTEST:

_____
Pam Scaggs, CMC, NCCMC
City Clerk