

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Alisia Bergsman
Amanda Dumas
Edwin Quarles
LaToya Rivers
Nick Walsh



Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

AGENDA
Regular Town Board Meeting
May 6, 2024 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

Live Stream available via YouTube
@townofhuntersvillenc28078

1. Pre-meeting - 5:15 p.m.

1.A. Presentation of Classification and Compensation Study. *(Rob Williamson, Evergreen Solutions, LLC)*

2. Call to Order

3. Invocation/Moment of Silence

4. Pledge of Allegiance

5. Announcements

6. Public Comments, Requests, or Presentations

6.A. Affordable Housing Awareness Month Proclamation. *(Mayor Clark)*

6.B. Kids to Park Day Proclamation *(Mayor Clark)*

6.C. Presentation of Manager's Recommended Budget for FY25. *(Anthony Roberts)*

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the April 15, 2024 Regular Town Board Meeting. *(Janet Pierson)*

8.B. Approve Property Tax Refund Report from Mecklenburg County. *(Pattie McGinnis)*

- 8.C. Adopt Capital Project Ordinance for New Town Hall. (*Pattie McGinnis*)
- 8.D. Approve budget amendment appropriating Parks & Recreation Sponsorship revenue in the amount of \$4,600 to ballfield sponsorship (\$1,300), memorial tree (\$300), and Wine on the Vine sponsorship (\$3,000). (*Pattie McGinnis*)
- 8.E. Approve budget amendment converting payments to the non-profit fire department and transferring the remaining budget of \$1,850,171.81 to pay expenses directly by the Town Fire department. (*Pattie McGinnis*)
- 8.F. Accept Streets for Town Maintenance in Phase 5 of the Centennial Subdivision. (*Kevin Fox*)
- 8.G. Accept Streets for Town Maintenance in the Northbrook Subdivision. (*Kevin Fox*)
- 8.H. Adopt Resolution to call a public hearing for Monday, May 20, 2024, at Huntersville Town Hall, Huntersville, NC 28078, on Petition #ANNEX24-01, a request by Shea Homes Carolina, LLC to annex 59.462 acres into the Town of Huntersville. (*Lauren Speight*)
- 8.I. Call a public hearing for Monday, May 20, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, to receive comments on the proposed budget for FY25. (*Pattie McGinnis*)

9. Public Hearings

- 9.A. Conduct public hearing on Petition #R24-01, a request by Hotel Ventures of Lake Norman Inc. to rezone +/- 10.328 acres located at 8830 Northpointe Executive Park Drive from Highway Commercial-Conditional District to Highway Commercial-Conditional District for a 3-story hotel development. (*Jesse James*)
- 9.B. Conduct public hearing on Petition #TA24-04, a request by the Huntersville Planning Department to amend Article 11, Section 11.4.3(a) of the Huntersville Zoning Ordinance and Article 5.000 of the Huntersville Subdivision Ordinance in response to the Huntersville Ordinance Advisory Board bylaw updates. (*Patrick Patterson*)
- 9.C. Conduct public hearing on Petition #ANNEX 24-02, a request by Magnolia Huntersville II, LLC, to annex 82.928 acres into the Town of Huntersville. (*Patrick Patterson*)

10. Other Business

- 10.A. Consider decision on Petition #ANNEX 24-02, a request by Magnolia Huntersville II, LLC, to annex 82.928 acres into the Town of Huntersville. (*Patrick Patterson*)

- 10.B. Consider decision on Petition #TA24-03, a request by the Huntersville Planning Department to amend the Zoning Ordinance to clarify the intent of conditional rezoning districts, and to update the process through which code modifications are considered. (*Brad Priest*)
- 10.C. Consider approving the purchase of 100 handheld police radios by the Huntersville Police Department. (*Chief Barry Graham*)
- 10.D. Consider approving budget amendment for 100 handheld police radios using asset forfeiture funds. (*Pattie McGinnis*)

11. Closing Comments

12. Adjourn

GENERAL MEETING INFORMATION

Town Board:

The Town of Huntersville Mayor and Board of Commissioners are elected for two-year terms. Huntersville operates under the council-manager form of government, which establishes the Town's policies that are carried out by the Town Manager and staff. For more information visit www.huntersville.org.

Meeting Time, Place and Agenda:

All meetings of the Board are open to the public and the public is invited and encouraged to attend. The Board meets in the Town Hall at 6:00 p.m. on the first and third Monday of each month (after July 1 it will be on the first and third Tuesday of each month) (unless otherwise posted). Agendas are published Thursdays before the meeting on our website. The Board reserves the right to deviate from the agenda.

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet prior to the beginning of the meeting. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. (Public Comment and Public Hearing Policy - Amended February 19, 2024)

Special Accommodations:

Anyone needing special accommodations when attending this meeting and/or if this information is needed in an alternative format please contact the Town Clerk. The Clerk can be reached by phone or fax: 704-875-6541, email: clerk@huntersville.org or at 101 Huntersville-Concord Rd, Huntersville, NC 28078. We request at least 72-hours' notice prior to the meeting to make the appropriate arrangements.



A PROCLAMATION FOR AFFORDABLE HOUSING AWARENESS MONTH

WHEREAS, Affordable Housing Awareness Month is a dedicated time to assess the current needs, act, and celebrate our success in building, maintaining, and preserving affordable housing; and

WHEREAS, according to the University of North Carolina Charlotte Urban Institute's 2023 *North Mecklenburg Housing Needs Assessment*, the median home value in Mecklenburg County is \$375,571, which is \$100,000 less than the median home value in northern Mecklenburg County of \$477,328; and

WHEREAS, according to the 2023 *North Mecklenburg Demographic and Housing Assessment*, the workforce and low to middle income seniors are the most impacted by northern Mecklenburg County's rapid population growth and increase in the cost of housing; and

WHEREAS, lack of affordable housing increases homelessness, tax revenue loss, healthcare costs, contributes to a less diverse workforce, places a more significant burden on public services and stunts economic growth. The affordable housing crisis in Charlotte-Mecklenburg is everyone's problem; and

WHEREAS, we must all come together to address this issue through partnerships with government at every level (local, state, federal), as well as corporate, philanthropic, community and other stakeholders who are critical to help in building new affordable units, maintaining affordable housing through critical home repair and regular maintenance and preserving affordable housing through legislation and community engagement.

NOW, THEREFORE, I, Christy Clark, Mayor of the Town of Huntersville, do hereby proclaim May as "**AFFORDABLE HOUSING AWARENESS MONTH**" in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 6 day of May, 2024.

Christy Clark, Mayor



A PROCLAMATION FOR KIDS TO PARK DAY

WHEREAS, May 18, 2024, is the fourteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

WHEREAS, We should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim May 18, 2024 as "**KIDS TO PARK DAY**" in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 6 day of May, 2024.

Christy Clark, Mayor



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Subject: Presentation of Manager's Recommended Budget

EXPLAIN REQUEST:

Presentation of Manager's Recommended Budget for FY25.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Approval of Minutes

EXPLAIN REQUEST:

Consider approving the minutes of the April 15, 2024 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**April 15, 2024
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:00 p.m. on April 15, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

FY25 Capital Improvement Projects. Anthony Roberts, Town Manager and Jackie Huffman, Deputy Town Manager reviewed the FY2025 Projected Capital Improvement Program. *Refer to Exhibit No. 1.*

Commissioner Bergsman questioned how many of the sidewalk projects are the multi-use wider sidewalks.

Stephen Trott, Director of Engineering, said the current projects that we have are short segment projects that we talked about at the retreat. All those are of the 5' or 6' wide variety and are typically your smaller sidewalk projects. A half million dollars is not going to get you a whole lot.

Commissioner Walsh said Item 45, the Huntersville-Concord Road at Warfield. Vermillion Village is coming out of the ground right now and I understand they'll have started on buildings probably sometime this summer and yet it doesn't look like we're even going to look at design work until 2027.

Mr. Roberts said that project is the actual curve and road. If we were going to straighten that out, we would need to probably purchase that house on the corner there. That one has been put off a little bit to focus on the other Walters Street. If you think we need to focus on that project and move that one up, obviously that's what this discussion is all about, but we would need to probably purchase I think there's a little yellow house in the curve to make that curve straight. It's not going to straighten it out completely, but we will look to take out as much of that bend as possible.

Commissioner Walsh said it might be something we could get ahead of the curve a little bit while they are doing construction and maybe try to move that up a little bit.

Mr. Roberts said what I would say if that's a priority and folks up here think we need to push that one up a little bit obviously we would start to make some contacts out there and make that happen, so I would say just talk amongst the Board members and let me know and we will make that happen.

There being no further business, the Pre-meeting was adjourned.

**REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on April 15, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS

- Town Board Budget Workshop – April 29, 2024.
- New Mayor's Coffee Mixer series kicks off April 17.
- CATS Redline Public Meeting scheduled for April 18.
- Mayor's Fitness Challenge Underway.
- Town of Huntersville won Excellence in Communications Award from NC3C.
- Police Chief Barry Graham provided update on arrest made in robbery and assault investigation. Announced that Pizza with the Police is April 16 at Uncle Maddio's Pizza.

Ways to connect with us – website, social media pages, Town of Huntersville app. A link will be shared in the next couple of days to sign up for the new resident newsletter.

PUBLIC COMMENTS

America 250. Kendall Kendrick, Executive Director Trail of History & Charlotte Liberty Walk, Chair of Mecklenburg 250 Commission, presented update on Mecklenburg 250/America 250 North Carolina. The Huntersville Public Arts Commission plans to seek funding from A250 NC grants for a mural on the Huntersville Arts & Cultural Building. *PowerPoint Presentation attached hereto as Exhibit No. 2.*

Proclamation. Mayor Clark proclaimed May 5 through 11, 2024 as Professional Municipal Clerks Week.

A Proclamation for Professional Municipal Clerks Week

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim the week of May 5 through 11, 2024, as **Professional Municipal Clerks Week**, and further extend appreciation to our Professional Municipal Clerk, Janet Pierson, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 15 of April, 2024.

AGENDA CHANGES

Commissioner Hunt made a motion to adopt the agenda. Commissioner Dumas seconded the motion. Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes – April 1, 2024. Commissioner Bergsman made a motion to approve the minutes of the April 1, 2024 Regular Town Board Meeting. Commissioner Walsh seconded the motion. Motion carried unanimously.

Property Tax Refund Report. Commissioner Bergsman made a motion to approve Property Tax Refund Report from Mecklenburg County. Commissioner Walsh seconded the motion. Motion carried unanimously.

Property Tax Refund Report attached hereto as Exhibit No. 3.

Resolution – Call for Public Hearing Petition #ANNEX24-02. Commissioner Bergsman made a motion to adopt Resolution to call a public hearing for Monday, May 6, 2024, at Huntersville Town Hall, Huntersville, NC 28078, on Petition #ANNEX24-02, a request by Magnolia Huntersville II, LLC to annex 82.928 acres into the Town of Huntersville. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 4.

Appointment of Ex Officio Member to Ada Jenkins Board of Directors. Commissioner Bergsman made a motion to appoint Commissioner Edwin Quarles as an ex officio member of the Ada Jenkins Board of Directors. Commissioner Walsh seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

None

OTHER BUSINESS

Petition #TA24-01. Petition #TA24-01 is a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 3.3.2(2)(d), 3.3.2-A(e), 3.3.2B(e), 3.3.3-A(e), 3.3.3(2)(d), and Article 8.17(3)(e) to bring the text into compliance with HB600.

Patrick Patterson, Planner I, entered the Staff Report into the record and reviewed request. *Staff Report attached hereto as Exhibit No. 5.*

The proposed text amendment is in response to the passing of House Bill 600 which amends stormwater runoff rules and programs language. The Town attorneys drafted the proposed language so that it matched directly with the state statute.

The existing language states that there is no need to put in new or more extensive stormwater management systems for (i) already developed areas or (ii) redevelopment projects that do not reduce or remove current stormwater management systems.

The language being added specifies that increased stormwater controls are only required for the newly created impervious surface beyond what existed before the redevelopment, regardless of whether it involves demolishing or relocating existing impervious surfaces.

The change in language does not constitute a change in practice when administering stormwater runoff. The change will update several sections of the zoning ordinance, but the effect of the language is the same throughout.

Commissioner Walsh made a motion in considering the proposed amendment TA24-01, the Town Board approves based on consistencies with all policies of the Huntersville 2040 Community Plan and compliance with state statutes. It is reasonable and in the public interest to amend the Zoning Ordinance because it complies with the Huntersville 2040 Community Plan and state statutes.

Commissioner Dumas seconded the motion.

Motion carried unanimously.

Petition #TA24-02. Petition #TA24-02 is a request by the Huntersville Planning Department for a text amendment to Article 10, Section 10.10.9, 10.12, and 10.14.3 to clarify the Town's role in permitting, the placement, and enforcement of campaign signs.

Patrick Patterson, Planner I, entered the Staff Report into the record and reviewed request. *Staff Report attached hereto as Exhibit No. 6.*

This past election cycle, Planning staff received several inquiries about campaign signs and the Town's rules in permitting, the placement, and the enforcement of campaign signs. This text amendment is introducing minor changes in the language to further clarify the Town's role regarding enforcement on Town property or Town maintained right-of-way and where campaign signs are permitted.

The amendments to Section 10.10.9 are to clarify that individuals must seek permission from private property owners before placing a sign. Individuals must also seek permission from any property owner fronting the Town maintained right-of-way where a sign is erected.

The amendments to Section 10.12 clarify that temporary campaign and election signs are allowed to extend into the right-of-way of Town maintained roads, and as allowed by the North Carolina Department of Transportation along the streets that they maintain. This clarifies the Town's stance on

campaign signs in the right-of-way and defers to the North Carolina Department of Transportation for their right-of-way regulations.

The amendments to Section 10.14.3 signify that Town staff may remove any illegal sign placed on Town property or Town maintained right-of-way.

Staff recommends approval of the proposed text amendment as it clarifies the Town's role in permitting, placement, and enforcement of campaign signs.

On January 4, 2024, the Huntersville Ordinances Advisory Board recommended approval by a vote of 7-0-1, with a recommendation to add a reference to NC General Statutes 136-32 (b)(c)(d)(e)(f) in Article 10.10.9(d), so that anyone reading the ordinance understands that there is another standard for state maintained roads.

On March 26, 2024, the Planning Board recommended approval with the modified language that was submitted to the public record during the Planning Board by a vote of 7-0. The modified redlines/ordinance submitted by the Planning Board included minor text and grammatical changes for clarity and language consistency throughout the ordinance. Staff took the Planning Board recommended changes and incorporated them into the updated ordinance.

Commissioner Bergsman asked if approved how staff would get the information out to the public and any candidates ahead of the next voting period.

Mr. Patterson said this ordinance change will be added to the packet that candidates will receive.

Commissioner Quarles made a motion to approve Petition #TA24-02, a request by the Huntersville Planning Department for a text amendment to Article 10, Section 10.10.9, 10.12 and 10.14.3 to clarify the Town's role in permitting, the placement, and enforcement of campaign signs.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

CLOSING COMMENTS

None

There being no further business, Commissioner Rivers made a motion to adjourn. Commissioner Walsh seconded the motion. Motion carried unanimously.

Approved this the ____ day of _____, 2024.



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Property Tax Refunds

EXPLAIN REQUEST:

Attached is the Refund report from Mecklenburg County. This report contains nine refunds totaling \$12,802.41 which includes \$609.64 in interest. The refunds are the result of the Board Equalization and Review.

ACTION RECOMMENDED:

Approve refunds.

FINANCIAL IMPLICATIONS:

Decrease in revenue

ATTACHMENTS:

1. 5-6 Huntersville Refund with Interest 24 04 15

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj. Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Payment Date for Interest Calculation	Refund Amount (\$)	Total Interest to Pay if mailed on or before 5/22/2024 (\$)
2023	0002616956-2023-2023-0000-00	01719103	REI	BER Decision	3/30/2024	AVIDXCHANGE INC	P.O. BOX 36250	CHARLOLTTE	NC	28236	1/6/2024	1,035.76	51.79
2023	0001481941-2023-2023-0000-00	01713412	REI	BER Decision	3/30/2024	DEER HILL LTD PARTNERSHIP II	PO BOX 25168	WINSTON-SALEM	NC	27114	1/6/2024	1,199.96	60.00
2023	0001468369-2023-2023-0000-00	01302501	REI	BER Decision	3/30/2024	EKO PROPERTIES LLC	9920 COULOAK DR STE 100	CHARLOTTE	NC	28216	1/6/2024	17.60	0.88
2023	0001403297-2023-2023-0000-00	00102211	REI	BER Decision	3/30/2024	PENTAGON FEDERAL CREDIT UNION	400 COUNTRY CLUB RD	EUGENE	OR	97401	1/6/2024	90.46	4.52
2023	0008192759-2023-2023-0000-00	01913191	REI	BER Decision	3/30/2024	PR II/FOUNDRY BRYTON INDUSTRIAL LLC	420 S ORANGE AVE STE 400	ORLANDO	FL	32801	1/6/2024	5,122.83	256.14
2023	0001468541-2023-2023-0000-00	01306241	REI	BER Decision	3/30/2024	QUICKEN LOANS	635 WOODWARD AVE	DETROIT	MI	48226	1/6/2024	35.56	1.78
2023	0008094453-2023-2023-0000-00	01911140	REI	BER Decision	4/8/2024	THE VIEWS AT BRYTON LLC	PO BOX 9519	GREENSBORO	NC	27429	1/6/2024	3,061.70	153.09
2023	0001457745-2023-2023-0000-00	00915636	REI	BER Decision	4/8/2024	WG HUNTERSVILLE LLC	PO BOX 397	SEELEY LAKE	MT	59868	1/11/2024	1,598.45	79.92
2023	0001472629-2023-2023-0000-00	01510121	REI	BER Decision	4/1/2024	WILLIAMS, DOROTHY V	9309 SHEPPARTON DR	HUNTERSVILLE	NC	28078	1/6/2024	30.45	1.52
TOTAL												12,192.77	609.64
Total													12,802.41



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Capital Project Ordinance - New Town Hall

EXPLAIN REQUEST:

Approve Capital Project Ordinance for the New Town Hall of \$30,735,300. The funding is from the sale of Limited Obligation bonds of \$27,410,000, bond premium of \$3,075,300 and interest income of \$250,000. These funds will be for the renovation of the existing Town Hall and engineering/design, purchase of furniture and equipment, construction, issuance cost of the new Town Hall.

ACTION RECOMMENDED:

Approve Capital Project Ordinance.

FINANCIAL IMPLICATIONS:

No net impact to fund balance; offsetting revenue and expense.

ATTACHMENTS:

None



NEW TOWN HALL CAPITAL PROJECT ORDINANCE

Ordinance No. O-2024-5

WHEREAS, it has been determined that G.S. 160A-20 and related chapters allow local governments to finance capital projects through the use of Limited Obligation Bonds; and

WHEREAS, the Local Government Commission approved the application for the financing of certain governmental facilities through an installment financing contract on March 5, 2024; and

WHEREAS, the Board approved the final Resolution that authorizes the limited obligation bonds official statement and executes the debt contract and the deed of trust on February 19, 2024 not to exceed \$32,000,000; and

WHEREAS, the limited obligation bonds were sold on March 6, 2024; and

WHEREAS, the Town Board of Commissioners has determined that there is need for additional space resulting in the construction of a new Town Hall; and

WHEREAS, in accordance with North Carolina General Statute 159-13.2, the Town is authorized to establish a balanced project ordinance for projects involving the construction or acquisition of a capital asset; and

WHEREAS, on May 6, 2024 a project ordinance was adopted for the new Town Hall project for the issuance costs, engineering/design, construction cost, purchase of furniture and equipment and the renovation of the existing Town Hall ("Project Ordinance").

NOW THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina:

SECTION 1. NEW TOWN HALL The new Town Hall project authorized the engineering/design, purchase of furniture and equipment, construction, issuance costs and renovation of the existing Town Hall.

SECTION 1.1. The following amounts are appropriated for the project:

5/6/2024 Original Budget	
Construction, furniture/equipment, issuance costs, engineering and design	\$30,735,300
TOTAL PROJECT COSTS	\$30,735,300

SECTION 1.2. The following revenues are anticipated to be available to complete this project:

	5/6/2024 Original Budget
Bond proceeds	\$27,410,000
Bond premium	3,075,300
Interest Income	250,000
TOTAL REVENUE	\$30,735,300

SECTION 2. The officers of the unit are hereby directed to proceed with the capital project within the terms of the bond resolution, grant documents, and the budget contained herein. Such authorization includes but is not limited to bidding, awarding and entering into contracts as necessary to carry out the capital project as allowed by law and after review by the Town Attorney for compliance with lawful procedures.

SECTION 3. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out these projects.

Adopted this 6 day of May, 2024

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Parks and Recreation Sponsorship Budget Amendment

EXPLAIN REQUEST:

Appropriate Parks & Recreation Sponsorship revenue (103505.9999) in the amount of \$4,600 to ballfield sponsorship 106200.0341 (\$1,300), memorial tree 106200.0351 (\$300), and Wine on the Vine sponsorship 106200.0632 (\$3,000).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

No net impact to General fund balance; offsetting revenue and expense.

ATTACHMENTS:

None



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Fire Department - Budget Transfer

EXPLAIN REQUEST:

As a result of the ongoing transition from the non-profit fire department to a municipal fire department to pay remaining expenses in FY 2024, this budget amendment ceases payments to the non-profit fire department and transfers the remaining budget of \$1,850,171.81 to pay expenses directly by the Town Fire department.

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

No impact to General fund balance.

ATTACHMENTS:

None



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept Streets for Town Maintenance in Ph. 5 of the Centennial Subdivision

EXPLAIN REQUEST:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in Ph. 5 of the Centennial Subdivision.

Street Name	From	To	Approx. Length
Heritage Vista Drive	200-ft east of Liberty Ridge Ln	End of Road	870-ft
Liberty Ridge Lane	Heritage Vista Drive	165-ft North of Provincial Ct	1025-ft
Capitol Corners Drive	Heritage Vista Drive	145-ft West of Colonial Park Dr	425-ft
Stella Belle Drive	Heritage Vista Drive	Liberty Ridge Lane	465-ft

ACTION RECOMMENDED:

Accept Streets for Town Maintenance

FINANCIAL IMPLICATIONS:

Powell Bill

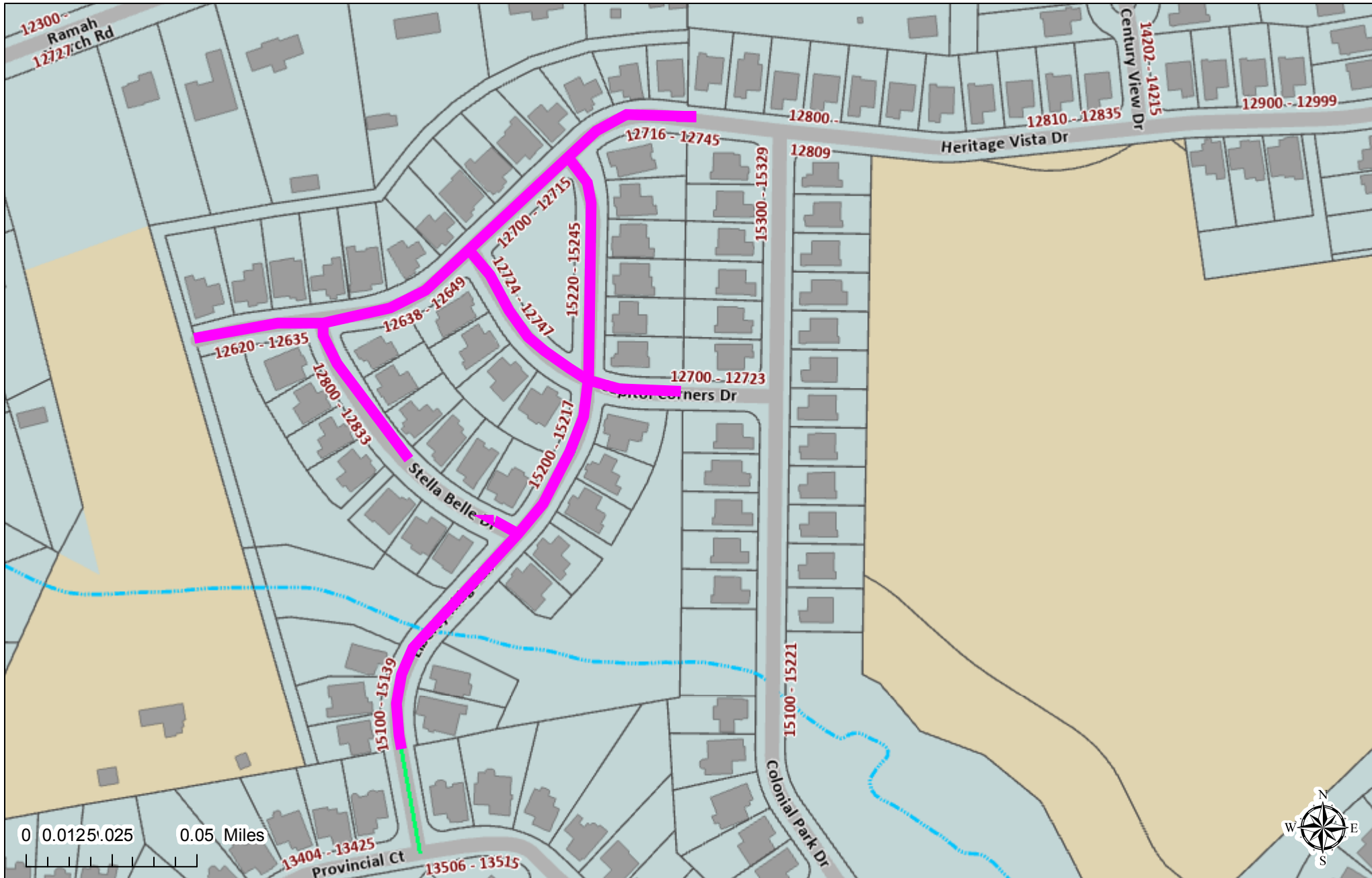
ATTACHMENTS:

1. Centennial Ph 5 - Map
2. Centennial Ph 5 - Aerial

Polaris 3G Map – Mecklenburg County, North Carolina

Centennial Phase 5 - All Maps

Date Printed: 1/31/2024 3:17:58 PM

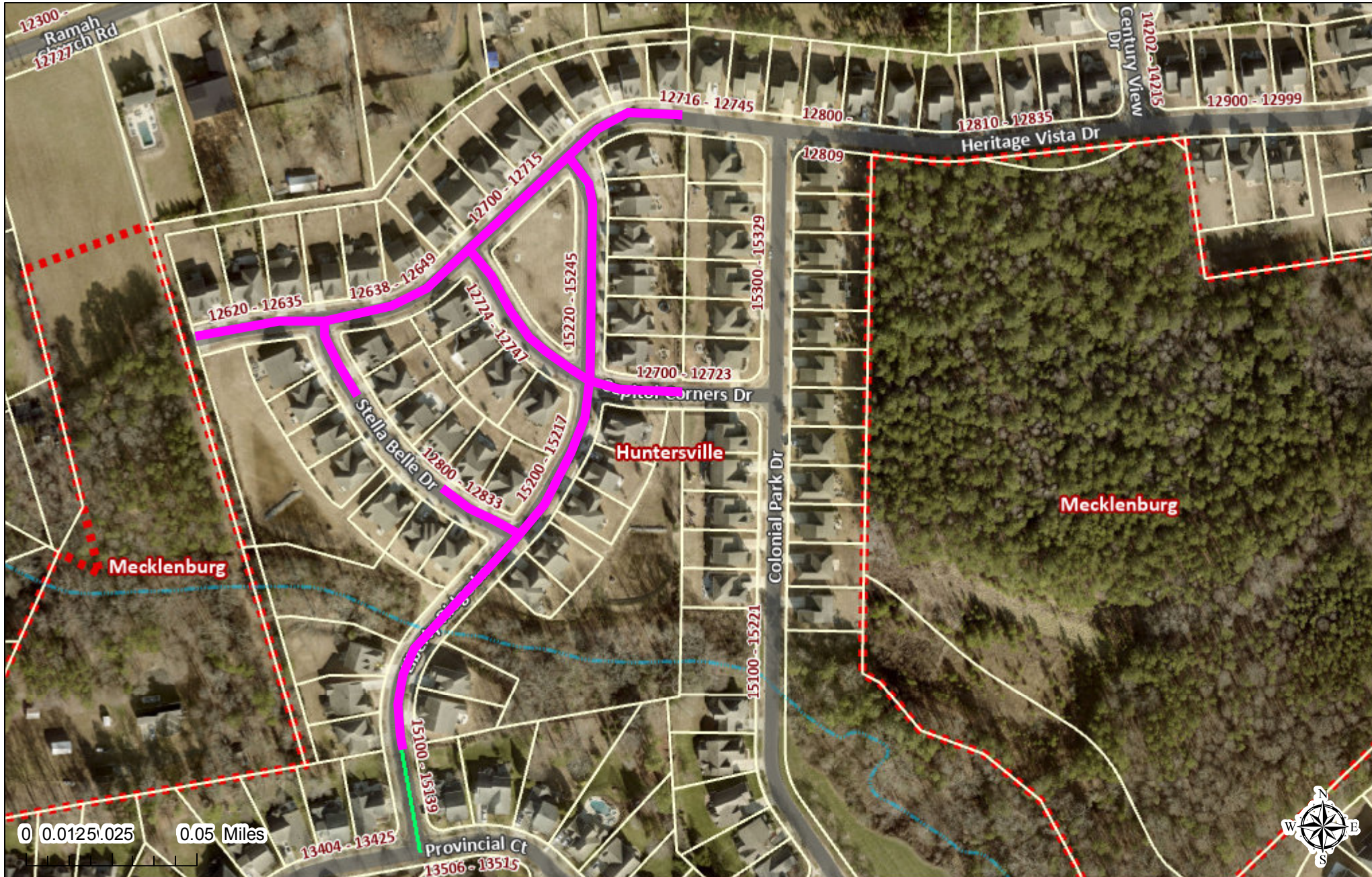


This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information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

Polaris 3G Map – Mecklenburg County, North Carolina

Centennial Phase 5 - All Maps

Date Printed: 1/31/2024 3:20:03 PM



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Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Kevin Fox, Director of Public Works

Subject: Accept Streets for Town Maintenance in the Northbrook Subdivision

EXPLAIN REQUEST:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the Northbrook Subdivision.

Street Name	From	To	Apx. Length
Maple Branch Drive	Birdmeadow Drive	Sam Furr Road (Hwy 73)	1290-ft
Birdmeadow Drive	River Race Drive	Retreat Drive	2420-ft
River Race Drive	Bank Fire Lane	One Square Way	1845-ft
Bank Fire Lane	Birdmeadow Drive	Maple Branch Drive	1040-ft
Retreat Drive	Maple Branch Drive	McCord Road	790-ft
Westwick Lane	Retreat Drive	End of Road	415-ft
Finworthy Lane	Bank Fire Lane	Birdmeadow Drive	575-ft
Rocky Bottom Lane	River Race Drive	Birdmeadow Drive	335-ft
Four Points Way	Birdmeadow Drive	End of Road	80-ft
One Square Way	River Race Drive	200-ft SE of River Race Dr	200-ft

ACTION RECOMMENDED:

Accept streets for town maintenance.

FINANCIAL IMPLICATIONS:

Powell Bill

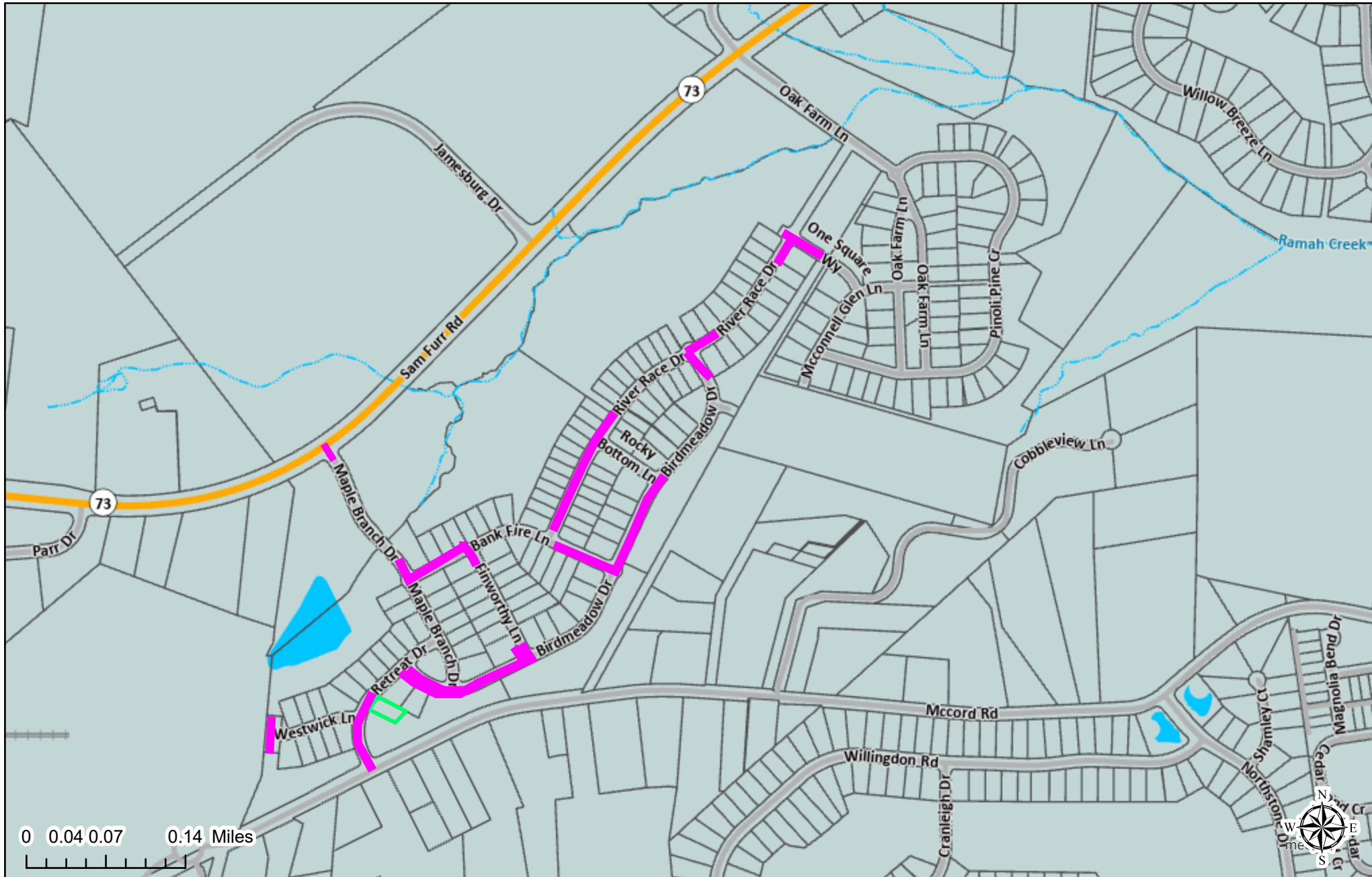
ATTACHMENTS:

1. Northbrook - Map
2. Northbrook - Aerial

Polaris Map – Mecklenburg County, North Carolina

Northbrook Subdivision - All Phases & Maps

Date Printed: 4/18/2024 4:10 PM

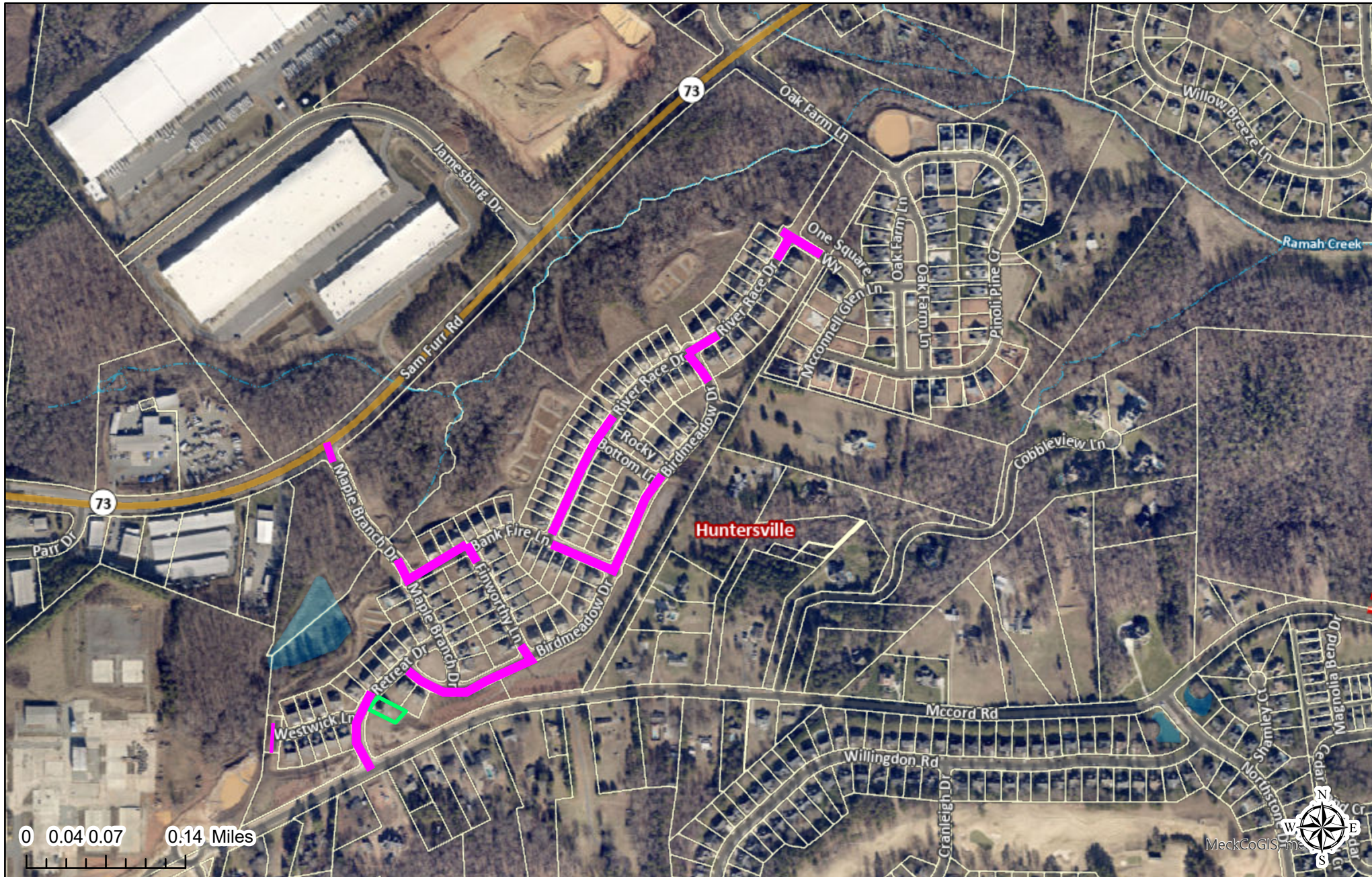


This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information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

Polaris Map – Mecklenburg County, North Carolina

Northbrook Subdivision - All Phases & Maps

Date Printed: 4/18/2024 4:12 PM



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Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Lauren Speight, Senior Planner

Subject: Resolution to Call a Public Hearing - Petition #ANNEX24-12 by Shea Homes Carolina, LLC

EXPLAIN REQUEST:

Adopt Resolution to call a public hearing for Monday, May 6, 2024, at Huntersville Town Hall, Huntersville, NC 28078, on Petition #ANNEX24-02, a request by Magnolia Huntersville II, LLC to annex 82.928 acres into the Town of Huntersville.

ACTION RECOMMENDED:

Call a Public Hearing

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Annexation Petition
2. 4300 Annexation Plat 3-19-24
3. RECORDED DEED.pdf 10.5.23
4. Trails End overall legal update 2024
5. ANNEX 24-01 Resolution Fixing Public Hearing (Non-Contiguous)
6. TrailsEndCOS



Annexation **P**etition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. Parcels proposed to be Annexed:

01917104, 01917105, 02116104

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

SKETCH PLAN APPROVED 9-16-22

Petitioner & Owner Signature

Petitioner

Petitioner: SHEA HOMES CAROLINA, LLC

01917104, 01917105, 02116104
Parcel(s) Owned



Authorized Agent

10/10/2023

Signature of Petitioner

Date

Signature of All Owners of Property Proposed for Annexation

1. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

2. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

3. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

4. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

- GENERAL NOTES
- THIS SURVEY IS OF EXISTING PARCELS OF LAND.
 - THIS PLAT IS OF PARCEL ID #01917105, #01917104, & #02116104
 - ZONED: TR (PER MECKLENBURG COUNTY GIS)
 - ACREAGE OF THIS PLAT: 59.462 ACRES
 - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 - NORTH ARROW REFERENCE TIED TO NC GRID (NAD'83).
 - THIS SURVEY IS NOT AN ALTA/NSPS LAND TITLE SURVEY.
 - AREA COMPUTED BY COORDINATE METHOD.
 - DASHED LINES INDICATE LINES NOT SURVEYED.
 - THE PURPOSE OF THIS PLAT IS TO ANNEX PARCELS #01917105, #01917104, & #02116104 INTO THE TOWN LIMITS OF HUNTERSVILLE AS SHOWN ON THIS SURVEY.
 - IRON PINS AT ALL PROPERTY CORNERS, UNLESS OTHERWISE NOTED
 - PROPERTY SURVEYED WITHOUT THE BENEFIT OF A TITLE SEARCH, ADDITIONAL RIGHT-OF-WAYS, EASEMENTS OR ENCUMBRANCES MAY EXIST THAT ARE NOT KNOWN AT THIS TIME.
- LEGEND:
- NCGS MONUMENT/CALCULATED POINT
 - IRON PIN SET (#5 REBAR)
 - IRON PIN FOUND, AS NOTED
 - UTILITY POLE
 - R/W — RIGHT OF WAY
 - EOP — EDGE OF PAVEMENT
 - N/F — NOW OR FORMERLY
 - PROPOSED NEW CORPORATE LIMITS
 - ADJOINING PROPERTY LINES
 - RIGHT-OF-WAY
 - CENTER LINE ROAD
 - TOWN LIMITS

ANNEXATION LEGAL DESCRIPTION

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A 1/2" PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A 1/2" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A 1/2" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A 1/2" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS:

1) S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2) S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3) S59°13'04"E FOR A DISTANCE OF 127.36' TO A #5 REBAR FOUND 4) S56°44'39"E FOR A DISTANCE OF 31.71' TO A #5 REBAR FOUND 5) S56°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6) S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S82°32'47"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°33'07"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A 1/2" OPEN TOP PIPE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A 1" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°32'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A 1" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 544.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A 1/2" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A 1/2" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A 1/2" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A 1/2" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.

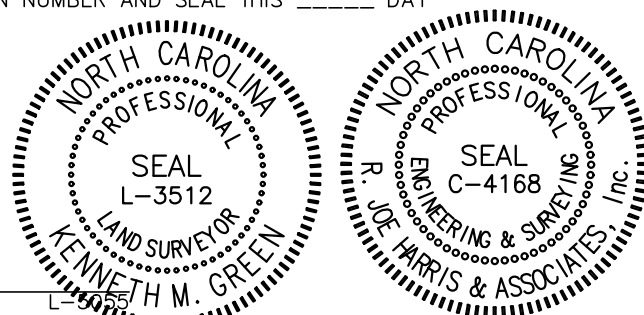
Line Table		
Line #	Length	Direction
L1	47.79	N44°14'00"E
L2	37.99	S66°44'41"E
L3	31.71	S66°44'39"E
L4	53.81	S63°12'00"E
L5	34.81	S46°01'31"W
L6	6.66	S62°58'24"E
L7	28.22	S33°29'00"W
L8	19.77	S89°39'27"E
L9	63.61	N66°54'00"E
L10	98.96	S5°56'12"E
L11	160.36	S5°56'12"E

N/F
TAXID# 01934101
PAUL MATTHEW MARTIN &
LINDA S MARTIN
DB 3607 PG 424
11701 TRAILS END LN
HUNTERSVILLE NC 28078

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP FOR MECKLENBURG COUNTY, NORTH CAROLINA, COMMUNITY NUMBER 3710455900K DATED NOVEMBER 16, 2020, & NUMBER 3710455900K DATED SEPTEMBER 9, 2015 AND HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE MECKLENBURG COUNTY I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 29953, PAGE 141); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____ THAT THE RATIO OF PRECISION AS CALCULATED IS $\pm 1:10000$; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____, 2024.

FOR REVIEW

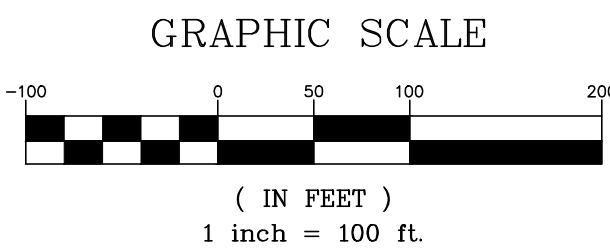
KENNETH M. GREEN, PLS



THIS PLAT REPRESENTS ONE AREA BEING ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCGS 160A-31, BY ORDINANCE DULY ADOPTED AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE MECKLENBURG PLANNING COMMISSION.

THIS, _____ DAY OF _____, 2024

MAYOR
TOWN OF HUNTERSVILLE
ATTEST:
TOWN CLERK



**ANNEXATION PLAT FOR
SHEA HOMES CAROLINA, LLC**

PARCEL ID #01917105, #01917104, & #02116104
TOWN OF HUNTERSVILLE ETJ
MECKLENBURG COUNTY, NORTH CAROLINA

SURVEYED FOR CURRENT OWNER:
SHEA HOMES CAROLINA, LLC
10130 PERIMETER PKWY, STE. 300
CHARLOTTE, NC 28216
PHONE: 980-380-3021



R. Joe Harris & Associates, Inc
Engineering • Land Surveying • Planning
Management

1186 STONE REST BLVD. TEGA CAY, SC 29708

P: (803) 802-1799

DWG:	ALTA PLAT
PROJECT #	4300
DATE	3-19-2024
DWG SCALE	1" = 100'
PREPARED BY	DC/KC
SURVEYED BY	K. GREEN
SHEET	1
OF	1

For Registration
 Fredrick Smith
 Register of Deeds
 Mecklenburg County, NC
 Electronically Recorded
 2023 Oct 05 04:02 PM RE Excise Tax: \$ 11122.00
 Book: 38414 Page: 821 - 825 Fee: \$ 26.00
 Instrument Number: 2023095670

Fredrick Smith

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$11,122.00

Parcel Identifier: 01917104, 01917105 and 02116104 Verified by _____ County on the ____ day of _____, 2023

By: _____

Mail/Box to: Grantee

This instrument was prepared by: Kenyon Craver, PLLC (LAW) (without benefit of title examination)

Brief description for the Index: 59.462 acres, Trails End Ln

THIS DEED made effective as of the 5th day of October, 2023, by and between

GRANTOR	GRANTEE
TRAILS END BOWMAN, LLC a North Carolina limited liability company	SHEA HOMES CAROLINA, LLC, a Delaware limited liability company
13815 Cinnabar Place Huntersville, NC 28078	10130 Perimeter Pkwy., Ste. 300 Charlotte, NC 28216

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain lot, parcel of land, or condominium unit situated in the Mecklenburg County, North Carolina, and more particularly described as follows:

See Exhibit A attached and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 37028, Page 642.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

A map showing the above-described property is recorded in Map Book _____, Page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Submitted electronically by "Chandler & Gibson, PLLC"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

AND THE GRANTOR covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons whomsoever claiming by, under or through Grantor, except for the following exceptions:

Ad valorem taxes for 2023 and subsequent years; local zoning ordinances and regulations; and those matters referenced as on Exhibit B attached hereto as Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

[Signature and Acknowledgment Page Follows]

[Signature Page to Deed]

TRAILS END BOWMAN, LLC

By: 

Name: ROBERT B. BOWMAN

Title: MANAGER

State of NORTH CAROLINA

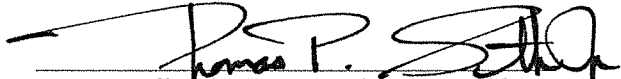
County of MECKLENBURG

I certify that the following person personally appeared before me this day acknowledging to me that he/she signed the foregoing document: ROBERT B. BOWMAN

Date: OCTOBER 4, 2023

(Affix Official Seal below)




Official Signature of Notary Public

Print Name: THOMAS P. SMITH, JR

My commission expires: 3.23.2024

EXHIBIT A

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 01917101, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A ½" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A ½" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A ½" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S59°13'04"E FOR A DISTANCE OF 127.36' TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A ½" OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A ½" OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A ¼" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A ¼" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A ½" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A ½" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A ½" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A ½" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS, AS SHOWN ON THE SURVEY ENTITLED "ALTA/NSPS SURVEY BOUNDARY PLAT" PREPARED BY BRYAN P. LACKEY, PLS OF R. JOE HARRIS & ASSOCIATES, INC., DATED JANUARY 24, 2022.

EXHIBIT B

Permitted Exceptions

1. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, boundary line overlap or other adverse circumstance affecting the Title disclosed by survey entitled "ALTA/NSPS Survey Boundary Plat Surveyed For: Trails End Bowman, LLC" by Brian P. Lackey, P.L.S. of R. Joe Harris & Associates, Inc., dated January 24, 2022 (the "Survey").
2. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.
3. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Map Book 7, page 529, and as shown on the Survey.
4. Right of Way Agreement in favor of the North Carolina Department of Transportation recorded in Book 9100, page 313, and as shown on the Survey.
5. Right of Way and Easement recorded in Book 32635, page 872, and as shown on the Survey.
6. Temporary Construction Easement Agreement recorded in Book 37612, page 852.
7. Title to any portion of the Land lying within the right of way of Trails End Land (SR 2445) and Asbury Chapel Road, and as shown on the Survey.
8. Declaration of Covenants For Maintenance of Water Quality and Water Quality Control Structures recorded in Book 38044, page 407.

OVERALL LEGAL DESCRIPTION

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A ½" PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A ½" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A ½" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A ½" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S59°13'04"E FOR A DISTANCE OF 127.36 TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A ¾" OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A ½" OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A ¾" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A ½" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A ½" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A ½" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A ½" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-58.2

(Trail's End Subdivision Property, petition by Shea Homes Carolina, LLC)

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

WHEREAS, the Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at the Huntersville Town Hall located at 101 Huntersville-Concord Road Huntersville NC 28078, at 6:00 p.m. on May 20th, 2024.

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

(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.

Mayor

Town of Huntersville, North Carolina

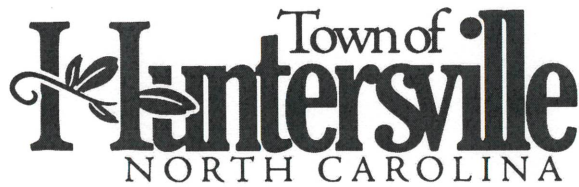
ATTEST:

Town Clerk

Exhibit A: Trail's End Subdivision Property Metes & Bounds.

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition by Shea Homes Carolina, LLC for the non-contiguous annexation of certain property known as Trails End Residential Community Subdivision, and hereby make the following findings:

- a) The petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58.1.

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

- b) The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the Town of Huntersville;
- c) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the Town of Huntersville;
- d) The area is situated so that the Town of Huntersville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
- e) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to NCGS §160A-58.1.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 26th day of April, 2024.




Janet Pierson, Town Clerk



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Call for Public Hearing - Proposed FY25 Budget

EXPLAIN REQUEST:

Consider calling a public hearing for Monday, May 20, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, to receive comments on the proposed budget for FY25.

ACTION RECOMMENDED:

Call Public Hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Senior Planner

Subject: Public Hearing on Petition #R24-01 Hotel Ventures of Lake Norman Rezoning

EXPLAIN REQUEST:

Conduct public hearing on Petition #R24-01, a request by Hotel Ventures of Lake Norman Inc. to rezone +/- 10.328 acres located at 8830 Northpointe Executive Park Drive from Highway Commercial-Conditional District to Highway Commercial-Conditional District for a 3-story hotel development.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

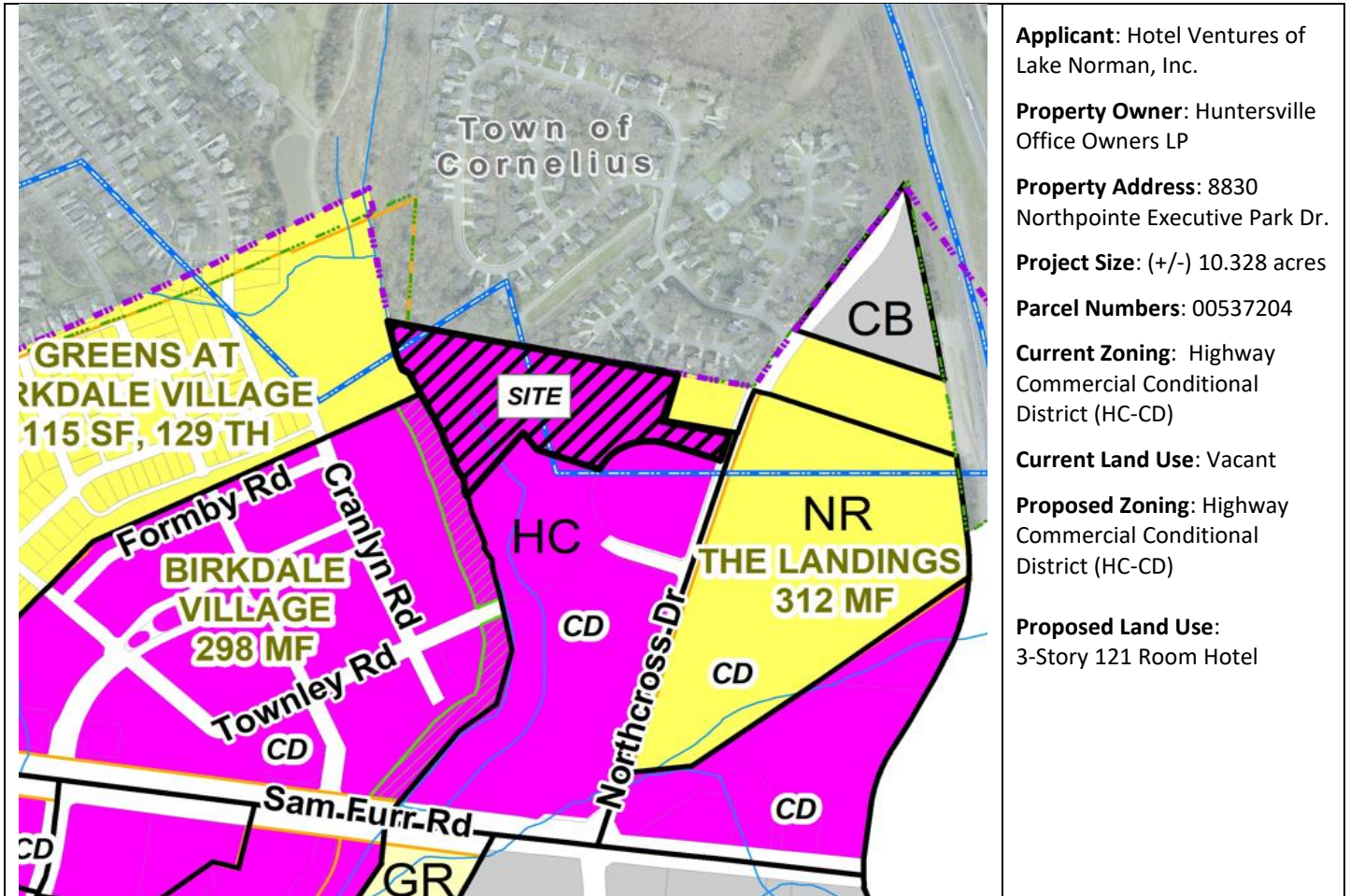
N/A

ATTACHMENTS:

1. R24-01 PH 5-6-24 Staff Report 1
2. Amended Conditional Zoning Application - For Submission 4.11.2024, 4855-6582-0342 v.1
3. Northpointe Hotel Rezoning Set
4. Architectural Elevations
5. Community Meeting Report for Meeting Held March 6, 2024, 4861-7208-8758 v.1
6. Community Meeting Report for Meeting Held March 20, 2024, 4869-4135-0070 v.1
7. Hotel TIA Determination 12-21-23
8. Rezoning Engineering Comment Summary - Northpointe Hotel

Petition R24-01 Northpointe Hotel

PART 1: PROJECT SUMMARY



1. Purpose: Rezone 10.328-acres at 8830 Northpointe Executive Park Drive from Highway Commercial-Conditional District (HC-CD) to Highway Commercial-Conditional District (HC-CD) to accommodate for a proposed 3-story 121 room hotel. An amended CD plan is required since the previous HC-CD approval was for office use only for the given parcel. This application also requires an approved Special Use Permit due to the proximity of an adjacent residential zoned district within 250 feet.
2. The original R98-10 Northpointe Executive Park (HC-CD) rezoning called for this parcel to develop as a 2-story office building and was later amended with R07-17 revision which allowed the addition of one story for a 3-story office building. Hotels are a permitted use in HC zoning with conditions.
3. **Ordinance Requirement:** Article 3.2.7 permits hotels spaced less than 250 feet from a residential or mixed use zone with a special use permit and compliance with the conditions of Article 9.45 of the zoning ordinance. Those conditions read: a) Any structure in which a hotel or motel is the principle or accessory use shall be

separated by a distance no less than three (3) times the height of the proposed structure closest to the common lot line of the adjoining residential and mixed-use zone, but in no case less than 100 feet.

Staff Comment: The proposal calls for a maximum height of 45 feet, this height times three equals 135 feet. The separation distance from residential properties proposed under this condition is 200-feet, which can be seen in the provided site plans attached.

Ordinance Requirement: b) special use permit approval with applicable standards.

Staff Comment: The SUP staff report will be presented prior to the rezoning case.

Ordinance Requirement: c) that vehicular access to the use be provided by the way of a major or minor thoroughfare or a retail/mixed use local or collector street within a commercial or mixed-use project.

Staff Comment: Vehicular access to this project is from Northpointe Executive Park Drive which has not been accepted by the Town for maintenance due to needed improvements. The Certificate of Occupancy (CO) will be held with this project, pending approval of this application, until the improvements are made and maintenance responsibilities are accepted by the Town.

4. Adjoining Zoning and Land Uses.

North: Cornelius– Single Family Residential

South: HC-(CD)Office buildings within the same office park.

East: Neighborhood Residential (NR-CD)- Multi-family

West: HC-CD- Mixed Use(Birkdale Village)

5. A neighborhood meeting was held on Wednesday, March 6, 2024 and Wednesday March 20, 2024 and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment D).
6. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Northcross Drive.

PART 2: REZONING/SITE PLAN

- The proposal is for a single building, three-story hotel with 121 rooms, fronting Northpointe Executive Park Drive using the Urban Workplace Lot and Building Type in Article 4.1 and 4.2 of the zoning ordinance. Urban Workplace building type architectural standards are as follows:
 - A) To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are compatible to the historic architectural vocabulary of the area in their massing and external treatment.
 - B) Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face. Decorative metal panels, such as Aluminum Composite Material (ACM) panels, may be used as an accent or trim material and as cladding for building accent elements such as canopies and their supporting structure. However, decorative metal panel accents may not exceed 30% of any façade visible from the street.
 - C) The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.
 - D) Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.

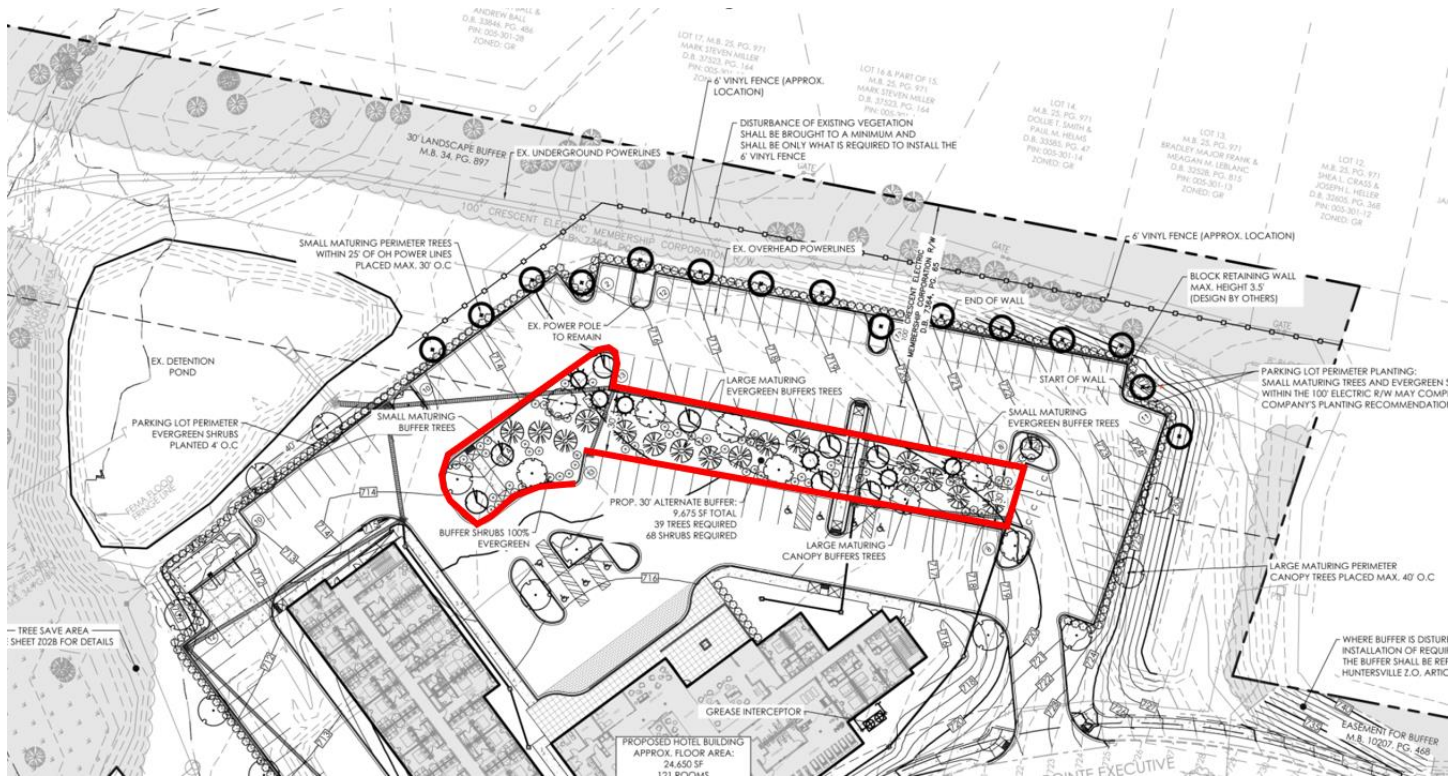
Page 3 of 11

concerns with the architecture of the building as it relates to the building materials and the compatibility to the materials in the office park. The office park is comprised of brick clad buildings of 2 and 3 stories. The proposed building exterior materials is EIFS. (See elevation plans in attachments). **Staff recommends the addition of significant areas brick materials into the elevation design of the building for matched compatibility to the surrounding building architecture.**

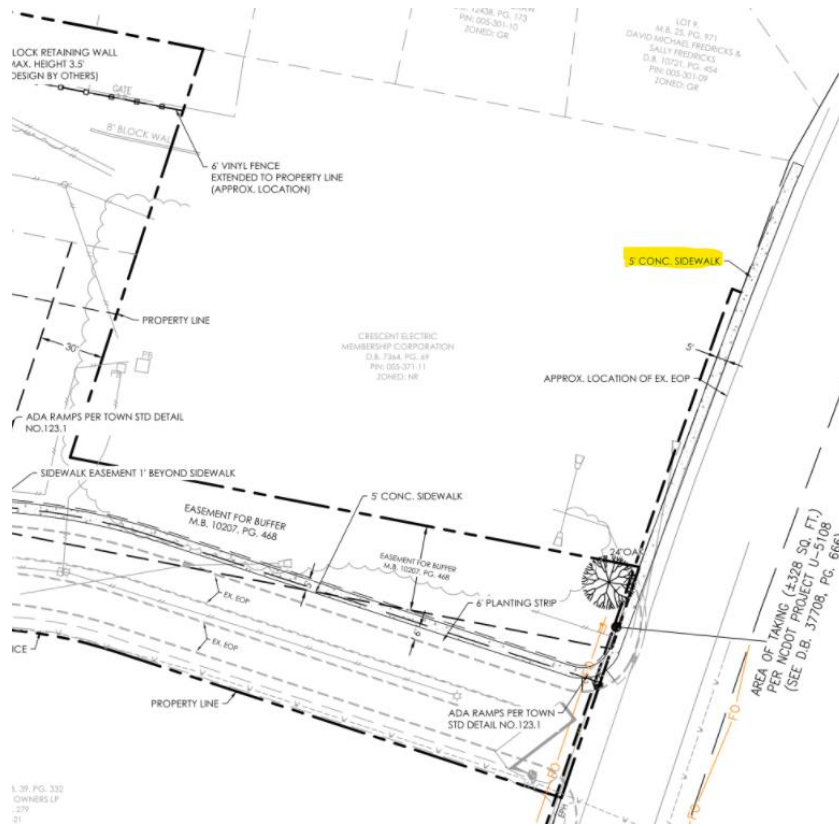
(Proposed Front Street View Elevation)



- Article 7.5: Requires a 30-foot undisturbed buffer abutting the single-family properties to the north. Due to an existing 100' Energy United Right-Of-Way that starts at the north property line and extend 100' into the subject property, the proposal cannot guarantee the 30' buffer can remain undisturbed with the energy company's rights to maintain as needed. The existing buffer within the energy ROW does have some existing vegetation present and a proposed 6-foot in height vinyl fence.
Staff Comment: Article 7.5.7 and 7.5.9 allows an alternative buffer in situations like these. Due to the energy ROW being within the required buffer area, the applicants have shown a 30' buffer internal to the site (seen below). This buffer is within the parking area and is in a 30-foot wide planting area with a mix of large deciduous and large evergreen trees, some small maturing trees and shrubs that will buffer vehicular lights. The **Modification Request** is to have the ability to use some of the area between the 30' undisturbed buffer (not guaranteed to remain) and the alternative buffer, as parking area. **Staff is in support of this modification request as 1) there is reasonable separation of uses (60-foot distance between parking lot and single family residences) and 2)adequate screening of the parking lot(shrubs planted every 3-feet on center and small trees planted every 30-feet on center, per code requirements) as well as 3) the previously described existing vegetation 4) proposed fence 5) alternative buffer addition in the parking lot as proposed.**



- Per the Town Bikeway Masterplan, Northcross Drive is classified as a Minor Thoroughfare, which requires a 10' side-path along its frontage. The original Northpointe Executive Park Rezoning/Subdivision plan required a 5' sidewalk that extends to the northernmost edge of the property line along Northcross Drive. The applicants have proposed to build the original 5' sidewalk (see below highlighted in yellow is the 5' proposed sidewalk).
Staff Comment: Staff recommends that the proposed plan is revised to align with the Town Bikeway Masterplan by adding the 10' side-path along the Northcross Drive frontage.



- Rezoning approval R98-10 and R07-17 requires the developers of this business park to dedicate and construct a 35' ROW connector to the Townley Road (Birkdale Village) vehicular bridge once its (the vehicular bridge) location is approved and is built. The rezoning proposal carries this condition through with its approval.
- The zoning ordinance requires this proposed site to front a public street. Currently the entirety of Northpointe Executive Park Drive has not been dedicated to the public. The applicants have proposed that their portion of Northpointe Executive Park Drive be dedicated to the public however, the Town will not accept this road for maintenance until the entire road is built and improved to Town Engineering and Public Works standards. The Town has recently conducted inspections of the road conditions and will require several improvements before maintenance and therefore dedication is accepted.

Staff Comment: Staff recommends a revision to note 2 (A) in the proposed plan is made that indicates that Northpointe Executive Park Drive improvements will be made in its entirety prior to Certificate of Occupancy to allow the application to meet Town Standards. This is the last lot of the overall development to be proposed for build out which would complete the subdivision. The publicly dedicated street is needed to bring the subdivision into compliance with ordinance standards.

2. CONSTRUCTION OF IMPROVEMENTS AND DEDICATION OF RIGHT-OF-WAY

A. APPLICANT AGREES TO DEDICATE THAT PORTION OF NORTHPOINTE EXECUTIVE PARK DRIVE RIGHT OF WAY ABUTTING THE SITE AND GENERALLY DEPICTED ON THE REZONING PLAN AS THAT "VARIABLE WIDTH PUBLIC R/W, MB 34, PG 897" TO THE TOWN OF HUNTERSVILLE. PRIOR TO DEDICATION, APPLICANT AGREES TO MAKE IMPROVEMENTS TO SAID PORTION OF NORTHPOINTE EXECUTIVE PARK DRIVE ABUTTING THE SITE AS REQUIRED TO BRING THE RIGHT OF WAY INTO COMPLIANCE WITH APPLICABLE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS.

General Plan Information

- Parking requirements= 1 space per room. 121 Rooms proposed=121 parking spaces provided.
- Minimum Tree Preservation (specimen tree save) for Highway Commercial is 30%. The Rezoning Plan saves all 24 identified specimen trees on the existing site.
- There are no identified Heritage Trees on site.
- Planning, Transportation, and Storm Water Engineering staff have minor site plan comments outstanding that need to be addressed prior to final plan approval.

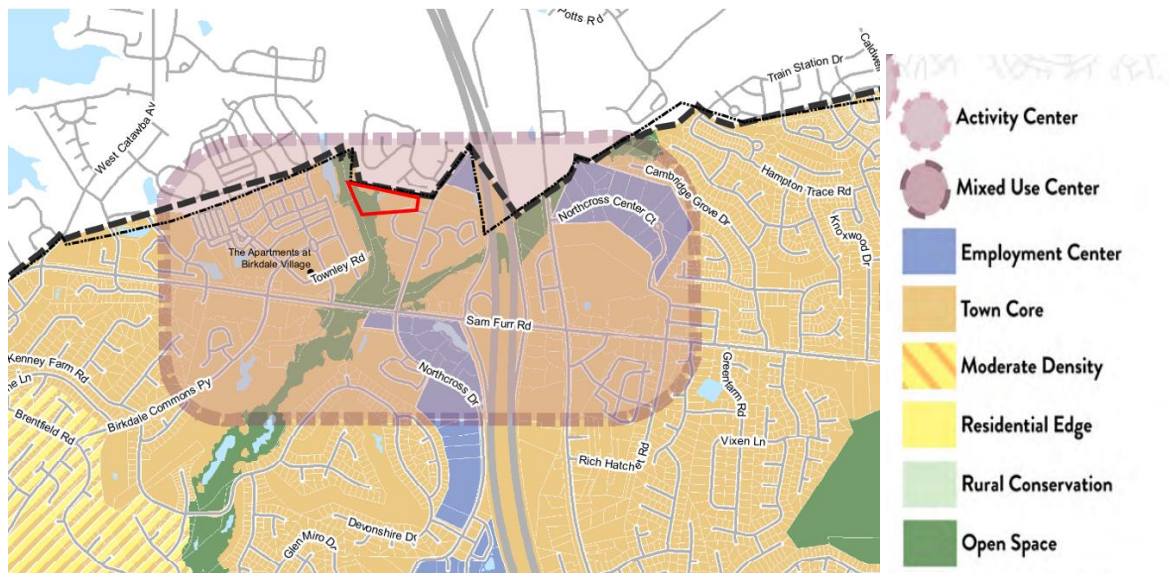
PART 3: TRANSPORTATION ISSUES

See attached analysis

PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that "in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents".

2040 Huntersville Community Plan(Subject Parcel within "Mixed Use Center")



STAFF COMMENT – Staff finds the proposed use/project is **consistent** with the following policies of the 2040 Huntersville Community Plan:

- LU-6-Support a mix of land uses in key locations.
 - LU 6.1: A mix of land uses is encouraged in Mixed Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.
 - LU 6.2: Commercial uses are encouraged in the Town Core and as specified in adopted Small Area Plans.
- Staff Comment:** The proposed hotel is within a Mixed-Use Center, mixes land uses in that subdivision which are currently all office use and is in the Town Core (orange shade in above map). Hotels are a common use within a business park and can be complimentary to the use and or existing uses.

STAFF COMMENT- Staff finds the proposed use/project is **not consistent** with the following policies of the 2040 Huntersville Community Plan:

- LU 8.2: Evaluate and strengthen incentives to encourage the achievement of higher design standards.
 - Consider incentives that allow applicants to demonstrate excellence in design and exceptional public benefit for projects in key areas.
- Staff Comment:** Commented in Part 2 above, it is not of staff's opinion that going from a brick development to an EIFS sided building in the final phase of the subdivision raises the design standards of the development (per LU 8.2). Considering the previously stated modification (exemptions from the ordinance) is requested, staff recommends areas of design go above and beyond in other areas of the ordinance and heighten aspects of the public good. Staff has not identified any such design in this submittal.
- *Examples of good design to meet article 4:** a) demonstrate excellent pedestrian orientation to the public street(submit revised elevations) b) show rear windows orientation away from back property line c) incorporate brick into the architecture.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

- 1. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**

STAFF COMMENT:

The proposed rezoning for the Northcross Hotel can be consistent with the overall character of the surrounding area with additional design focus implementation regarding architectural elevations. Revisions should be made to the proposed building so that it is combatable with the surrounding development.

- 2. The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**

STAFF COMMENT:

There is no indication this project will have a negative impact on public facilities and or services.

- 3. Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”**

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R24-01, Northpointe Hotel, staff can recommend approval if the following staff recommendations are implemented into the plan:

- 1) Revised upgrades of elevation plans be included with this proposal that are consistent with development design recommendations of the 2040 plan and compatible with surrounding architecture and land uses.
- 2) The proposed 5-foot sidewalk along Northcross Drive be revised to meet the updated Huntersville Bikeway Masterplan that requires 10-foot side-paths on minor thoroughfares.
- 3) A revision to note 2 (A) in the proposed plan is made that indicates that Northpointe Executive Park Drive improvements will be made in its entirety prior to Certificate of Occupancy to allow the application to meet Town Standards.

Staff believes that by implementing these recommended revisions, the plan will be consistent with LU 6, 6.1, 6.2 and LU 8.2 of the Huntersville 2040 Community plan.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for January 3, 2023.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board Meeting is scheduled for January 24, 2023.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting is scheduled for February 20, 2023.

PART 9: ATTACHMENTS

- A – Rezoning Application
- B – Proposed CD Rezoning Plan
- C – Transportation/Engineering Report
- D – Neighborhood Meeting Report
- E- Elevation Plans

PART 10: CONSISTENCY STATEMENT – R22-06 Northcross Hotel

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R24-01, Northpointe Hotel, staff can recommend approval if the following staff recommendations are implemented into the plan: 1) Revised upgrades of elevation plans be included with this proposal that are consistent with development design recommendations of the 2040 plan	APPROVAL: <u>(insert applicable plan reference)</u> . <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	APPROVAL: <u>(insert applicable plan reference)</u> . <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>

and compatible with surrounding architecture and land uses. 2)The proposed 5-foot sidewalk along Northcross Drive be revised to meet the updated Huntersville Bikeway Masterplan that requires 10-foot side-paths on minor thoroughfares. 3)A revision to note 2 (A) in the proposed plan is made that indicates that Northpointe Executive Park Drive improvements will be made in its entirety prior to Certificate of Occupancy to allow the application to meet Town Standards. <u>Staff believes that by implementing these recommended revisions, the plan will be consistent with LU 6, 6.1, 6.2 and LU 8.2 of the Huntersville 2040 Community plan.</u>		
	<u>DENIAL: (consistent OR inconsistent) with (insert applicable plan reference).</u> <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	<u>DENIAL: (consistent OR inconsistent) with (insert applicable plan reference).</u> <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

AMENDED
4/11/2024

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at <https://www.huntersville.org/528/Permits-Process>

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☒ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☐ Revision to
Original Project # _____
- ☐ Other _____

- SUBDIVISION CATEGORIES: Per the
Huntersville Subdivision Ordinance
- ☐ Sketch Plan
 - ☐ Preliminary Plan
 - ☐ Final Plat (Includes Minor Subdivision)
 - ☐ Exempt Subdivision
 - ☐ Final Plat Revision
 - ☐ Farmhouse Cluster

2. Project Data

Date of Application 01/24/2024

Name of Project Northpointe Hotel Phase # (if subdivision) _____

Project Address 8830 Northpointe Executive Park Dr, Huntersville NC 28078

Parcel Identification Number(s) (PIN) 00537204

Current Zoning District HC-CD Proposed District (for rezoning only) HC-CD

Property Size (acres) 10.328 acres Street Frontage (feet) 618

Current Land Use Vacant

Proposed Land Use(s) Hotel

Is the project within Huntersville's corporate limits?
Yes X No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

The purpose of this request is to rezone the parcel to allow for a ~~4-story~~ hotel building with
~~132 rooms~~ and associated parking. ~~3-story~~
121 rooms

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at <https://www.huntersville.org/528/Permits-Process>.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Hotel Ventures of Lake Norman Inc. Phone 706-855-0071 ext. 1
☒ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature [Signature]

Title Vice President Email hpatel@hotelventuresinc.com

Address of Applicant 3034 Washington Rd, Augusta GA 30907

7. Property Owner (If different than applicant)

*Printed Name Huntersville Office Owners LP Phone 651-398-2662
☐ Corporation ☐ Limited Liability Company ☐ Trust ☒ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature [Signature]

Title President Email aw@redlinepropertypartners.com

Address of Property Owner 6101 Carnegie Blvd Suite 455, Charlotte NC 28209

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
W&A Engineering	Tess Fallova	704-875-1615 ext 310	tfallova@waengineering.com
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department

Sheet List Table	
Sheet Number	Sheet Title
Z01	COVER
Z02	SURVEY
Z02A	DEMO + TREE SAVE PLAN
Z03	REZONING PLAN
Z04	PRELIMINARY GRADING
Z05	LANDSCAPE-UTILITY PLAN

REZONING SITE PLAN PACKAGE
PROPOSED

NORTHPOINTE HOTEL

HUNTERSVILLE, MECKLENBURG COUNTY, NC

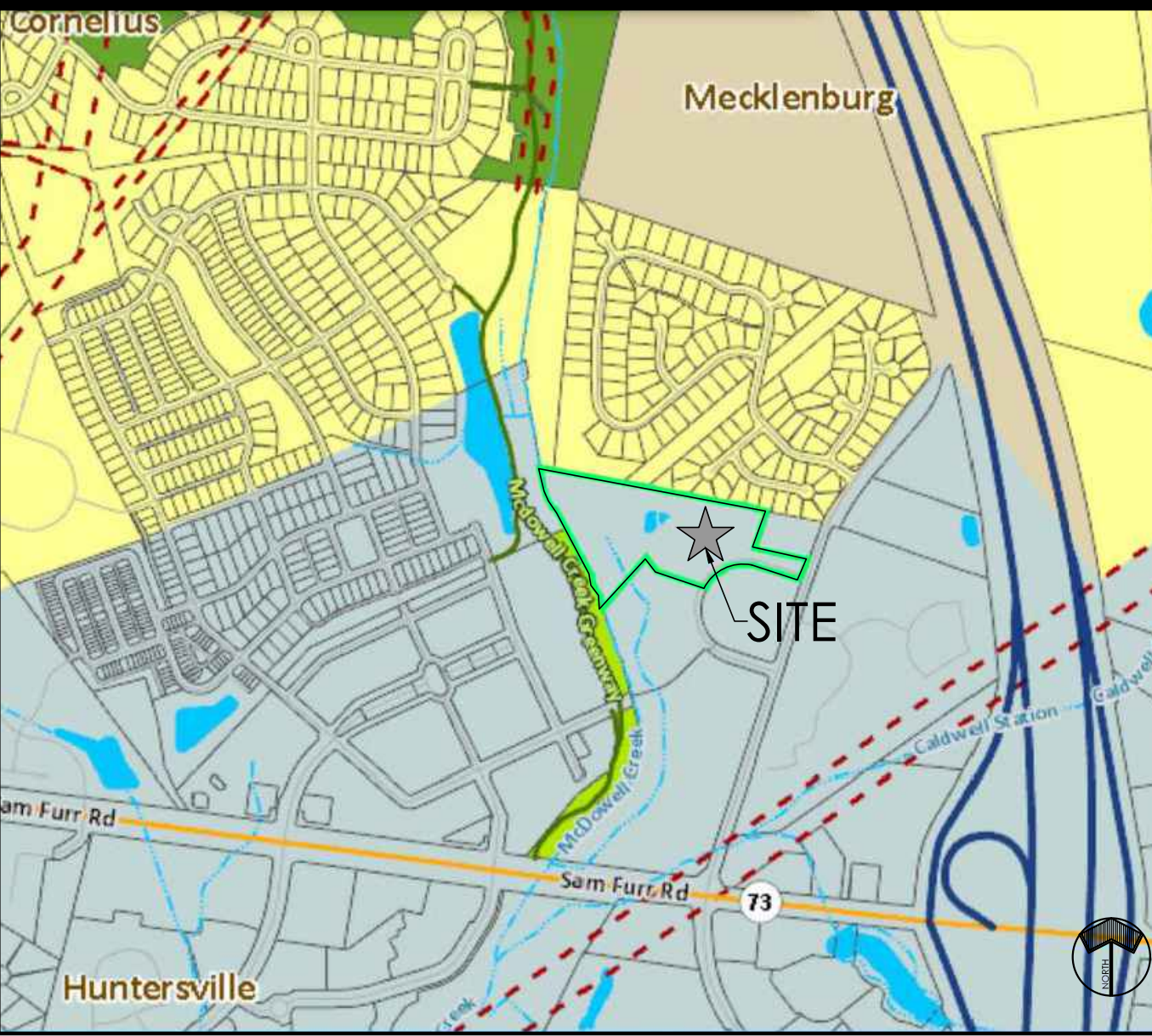
REZONING (R24-01) : CSP-500008
SPECIAL USE PERMIT (SUP 24-01): CSP-500009

DEVELOPER:

HOTEL VENTURES OF LAKE NORMAN INC.
3034 WASHINGTON RD, AUGUSTA GA 30907
PH: (706)855-0071 EXT. 1
CONTACT: HITESH PATEL

OWNER:

HUNTERSVILLE OFFICE OWNERS LP
6101 CARNEGIE BV, STE 455
CHARLOTTE, NC 28209



VICINITY MAP
SCALE: N.T.S.



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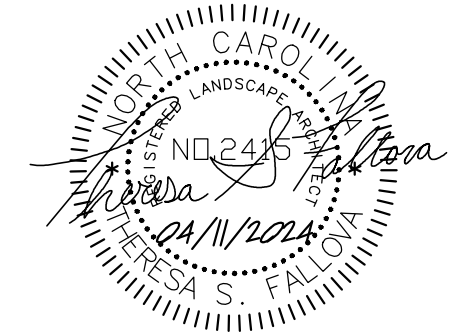


REVISIONS

04/11/2024	REZONING COMMENTS

INTIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 01/31/2024



HFI PROJECT #: 223080

COVER

Z01

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477



NOTES
1. SLOPE ANALYSIS IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY MERRICK. SEE SHEET C02 FOR SURVEY.
2. THE SLOPE ANALYSIS APPROVED FROM THE SKETCH PLAN REVIEW WAS CREATED BY OTHERS AND WAS BASED ON GIS DATA. THAT ANALYSIS IS NOT INCLUDED IN THE PRELIMINARY / CONSTRUCTION PLAN PACKAGE.
3. SOIL TYPE AND HYDROLOGIC GROUP IS PROVIDED FROM USDA WEB SOIL SURVEY.

SLOPES TABLE				
#	MIN. SLOPE	MAX. SLOPE	COLOR	AREA
1	0%	5%	■	297,867 SF
2	5%	10%	■	107,925 SF
3	10%	15%	■	31,478 SF
4	15%	25%	■	15,323 SF
5	25%	25% +	■	31,765 SF



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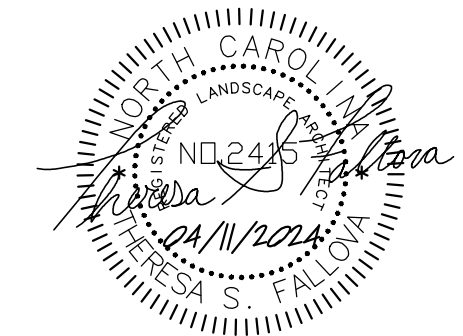
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REVISIONS

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HFI PROJECT #: 223080

SLOPE ANALYSIS

Z02A

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PROTECTIVE BARRICADES SHALL BE PLACED AROUND ALL PROTECTED TREES DESIGNATED TO BE SAVED. THE BARRICADES SHALL PREVENT THE START OF DEVELOPMENT ACTIVITIES OR GRADING. PROTECTIVE BARRICADES SHALL BE PLACED ON PLACE UNTIL DEVELOPMENT ACTIVITIES ARE COMPLETE OR CONSTRUCTION IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS SECTION COMMENCES. THE AREA WITHIN THE PROTECTIVE BARRICADE SHALL REMAIN FREE OF ALL OBSTACLES, INCLUDING BUT NOT LIMITED TO, TRUCKS, LOGS, BRUSH, AND DEBRIS. STORAGE OF VEHICLES AND MATERIALS, AND GRADING SHALL NOT TAKE PLACE WITHIN THE DRIFLINE OF THE EXISTING TREES TO BE PROTECTED. BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE 10' FROM THE BASE OF PROTECTED TREES ACCORDING TO THE FOLLOWING STANDARDS:

- A. FOR TREES 10' OR LESS DBH, PROTECTIVE BARRICADES SHALL BE PLACED A MINIMUM DISTANCE OF 5' FROM THE BASE OF EACH PROTECTED TREE, OR OUTSIDE THE DRIFLINE, WHICHEVER IS GREATER.
- B. FOR TREES GREATER THAN 10' DBH, PROTECTIVE BARRICADES SHALL BE PLACED AT A MINIMUM DISTANCE EQUAL TO 10' FROM THE BASE OF THE PROTECTED TREE PLUS AN ADDITIONAL 1" FOR EACH ADDITIONAL 1" DBH GREATER THAN 10" DBH, OR OUTSIDE THE DRIFLINE, WHICHEVER IS GREATER.
- C. CONSTRUCTION ACCESS TO A SITE SHOULD OCCUR WHERE AN EXISTING OR PROPOSED ENTRANCE/EXIT IS LOCATED.
- D. GRADING FOR DRIVEWAYS, SIDEWALKS, CURBS AND GUTTER, NO PAVING WITH CONCRETE OR OTHER IMPERVIOUS MATERIALS WITHIN A TREE DRIFLINE SHALL BE ALLOWED.
- E. WHERE GRADING WITHIN A TREE DRIFLINE CANNOT BE AVOIDED.
- F. LIMIT CUT AND FILLS TO 1/2" TO THE AREA WITHIN THE DRIFLINE.
- G. AVOID CUT AND FILL AROUND ENTIRE CIRCUMFERENCE OF TRUNK.
- H. WHERE GRADING LEAVES EXPOSED, CUT ROOTS COULD BE EXPOSED TO AIR DRYING. FILLING WITHIN THE DRIFLINE OF THE TREE TO DEVELOPE MECHANISM TO ALLOW AIR AND WATER TO REACH THE ROOTS.

EXISTING SPECIMEN TREES REQUIRED TO BE SAVED - 30% (C8)	
EXISTING SPECIMEN TREES ON SITE	24 SPECIMEN TREES
EXISTING SPECIMEN TREES REQUIRED TO BE SAVED	0.3x 24 = 7.2 SPECIMEN TREES (30%)
SPECIMEN TREES TO BE SAVED	24 SPECIMEN TREES (100%)
EXISTING SPECIMEN TREES ON SITE	200.973 SF (4.61 AC)
EXISTING TREE CANOPY REMOVED	2.239 SF (0.05 AC) - 1%
EXISTING TREE CANOPY TO BE SAVED	198.734 SF (4.56 AC) - 99%

- TREE CANOPY SAVED
- TREE CANOPY REMOVED
- SPECIMEN TREE SAVED
- SPECIMEN TREE REMOVED

 TO BE REMOVED

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED DEMOLITION PERMITS PRIOR TO STARTING ANY DEMOLITION WORK.
2. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY UTILITY RELOCATIONS WITH CORRESPONDING UTILITY COMPANY.
3. IF ANY WELL AND/OR SEPTIC SYSTEMS ARE DISCOVERED ON SITE, CONTRACTOR TO COORDINATE ABANDONMENT WITH THE MECKLENBURG COUNT HEALTH DEPARTMENT.
4. ANY PROPOSED UTILITIES SHALL BE SUBMITTED UNDER A SEPARATE UTILITY ENCROACHMENT.



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REVISIONS

04/11/2024 REZONING COMMENTS

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HFI PROJECT #: 223080

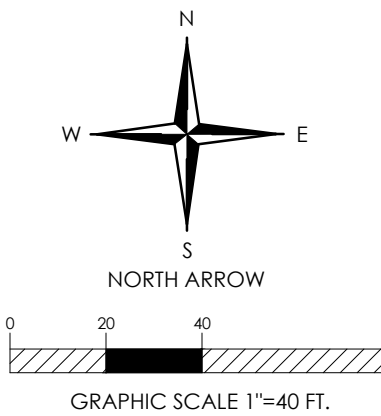
DEMO + TREE SAVE
PLAN

Z02B

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SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477



Structure Table	
Structure Name	Structure Details
01-EX FES	RIM = 706.000 X PIPE 1 INV IN = 701.500
02-EX CB	RIM = 710.595 PIPE 1 INV IN = 703.134 X PIPE 12 INV IN = 702.400
03-CI	RIM = 712.583 PIPE 2 INV IN = 703.881 PIPE 12 INV IN = 703.880 PIPE 1 INV OUT = 703.381
04-CI	RIM = 714.949 PIPE 3 INV IN = 706.368 PIPE 11 INV IN = 706.368 PIPE 2 INV OUT = 706.118
05-CI	RIM = 714.070 PIPE 11 INV OUT = 707.747
06-CI	RIM = 718.788 PIPE 6 INV IN = 710.345 PIPE 3 INV OUT = 710.145
07-CI	RIM = 715.768 PIPE 9 INV IN = 711.559 PIPE 5 INV IN = 711.226 PIPE 4 INV OUT = 710.976
08-CI	RIM = 713.216 PIPE 5 INV IN = 712.317 PIPE 6 INV OUT = 711.983
09-YI	RIM = 713.752 PIPE 7 INV IN = 713.026 PIPE 6 INV OUT = 713.026
10-YI	RIM = 714.324 PIPE 8 INV IN = 713.765 PIPE 7 INV OUT = 713.598
11-YI	RIM = 714.981 PIPE 8 INV OUT = 714.438
12-YI	RIM = 713.372 PIPE 10 INV IN = 712.646 PIPE 9 INV OUT = 712.646
13-YI	RIM = 713.974 PIPE 10 INV OUT = 713.431
14-CI	RIM = 714.434 PIPE 13 INV IN = 704.637 PIPE 16 INV IN = 707.459 PIPE 12 INV OUT = 704.433
15-CI	RIM = 710.915 PIPE 14 INV IN = 706.060 PIPE 13 INV OUT = 705.860
16-CI	RIM = 713.512 PIPE 15 INV IN = 707.429 PIPE 14 INV OUT = 707.229
17-CI	RIM = 711.943 PIPE 15 INV OUT = 708.397
18-YI	RIM = 715.209 PIPE 17 INV IN = 708.125 PIPE 16 INV OUT = 708.125
19-YI	RIM = 716.615 PIPE 18 INV IN = 712.609 PIPE 17 INV OUT = 712.442
20-YI	RIM = 717.648 PIPE 18 INV OUT = 714.101



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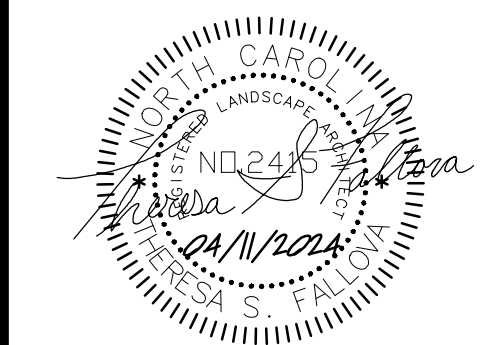
PARCEL: 00537204

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INITIAL SUB. DATE: 01/31/2024

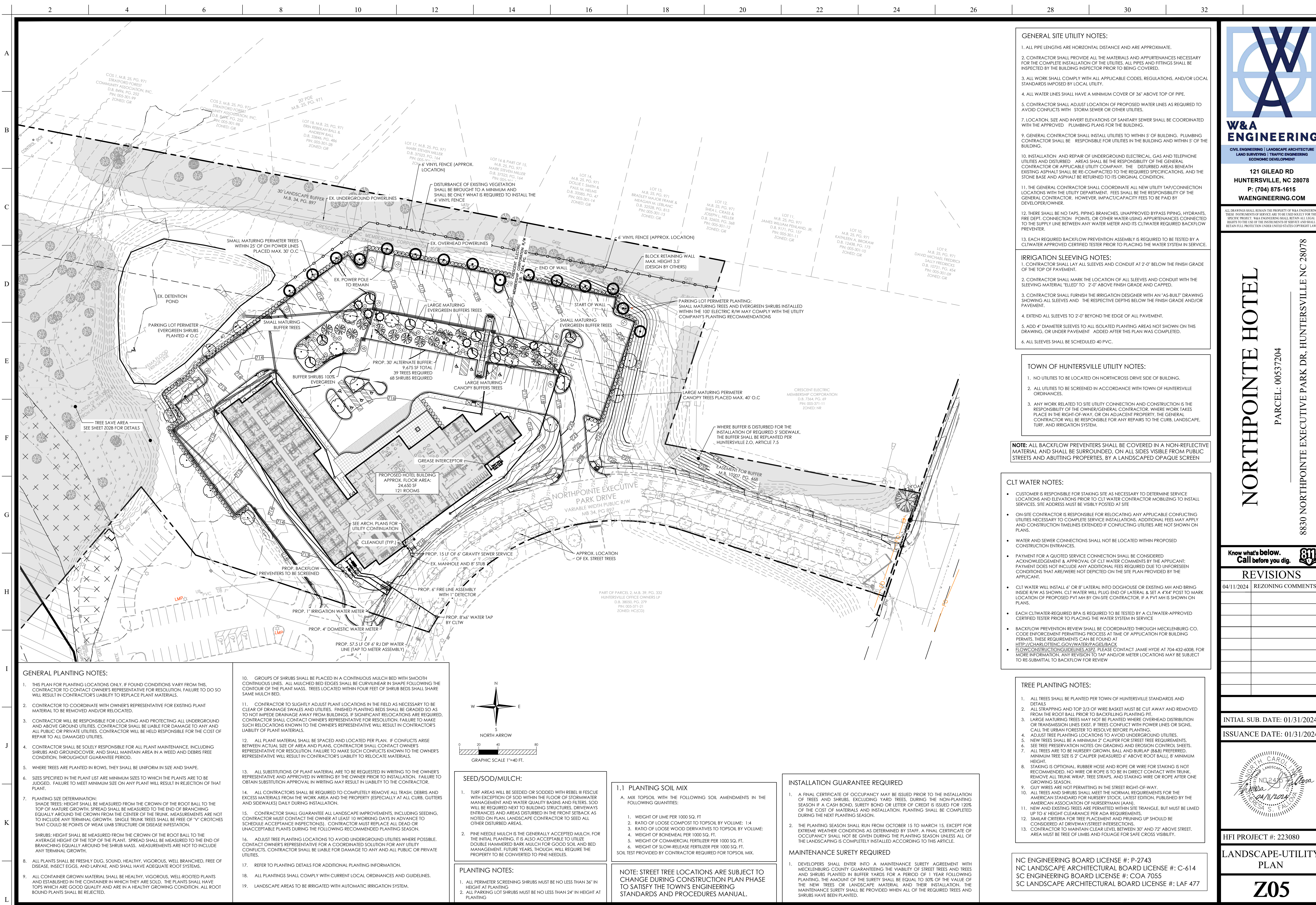
ISSUANCE DATE: 01/31/2024



HFI PROJECT #: 223080

PRELIMINARY GRADING

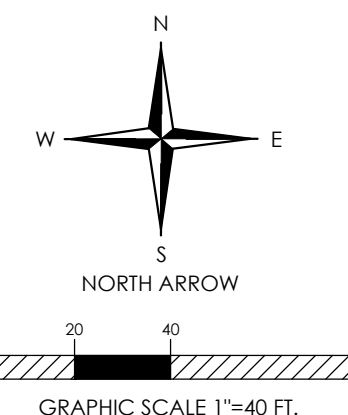
Z04



GENERAL PLANTING NOTES:

1. THIS PLAN FOR PLANTING LOCATIONS ONLY. IF FOUND CONDITIONS VARY FROM THIS, CONTRACTOR TO CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO DO SO WILL RESULT IN CONTRACTOR'S LIABILITY TO REPLACE PLANT MATERIALS.
2. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE FOR EXISTING PLANT MATERIAL TO BE REMOVED AND/OR RELOCATED.
3. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE COST OF REPAIR TO ALL DAMAGED UTILITIES.
4. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE, INCLUDING SHRUBS AND GROUND COVER, AND SHALL MAINTAIN AREA IN A WEED AND DEBRIS FREE CONDITION, THROUGHOUT GUARANTEE PERIOD.
5. WHERE TREES ARE PLANTED IN ROWS, THEY SHALL BE UNIFORM IN SIZE AND SHAPE.
6. SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE JUDGED. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
7. PLANTING SIZE DETERMINATION:
SHADE TREES: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE TOP OF MATURE GROWTH. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "V" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.
SHRUBS: HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT BALL TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.
8. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, FREE OF DISEASE, INSECT EGGS, AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
9. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TORS WHICH ARE GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION. ALL ROOT BOUND PLANTS SHALL BE REJECTED.

10. GROUPS OF SHRUBS SHALL BE PLACED IN A CONTINUOUS MULCH BED WITH SMOOTH CONTINUOUS LINES. ALL MULCHED BED EDGES SHALL BE CURVILINEAR IN SHAPE FOLLOWING THE CONTOUR OF THE PLANT MASS. TREES LOCATED WITHIN FOUR FEET OF SHRUB BEDS SHALL SHARE SAME MULCH BED.
11. CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SWALES AND UTILITIES. FINISHED PLANTING BEDS SHALL BE GRADED SO AS TO NOT IMPERE DRAINAGE AWAY FROM BUILDINGS. IF SIGNIFICANT RELOCATIONS ARE REQUIRED, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH RELOCATIONS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY OF PLANT MATERIALS.
12. ALL PLANT MATERIAL SHALL BE SPACED AND LOCATED PER PLAN. IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF AREA AND PLANS, CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
13. ALL SUBSTITUTIONS OF PLANT MATERIAL ARE TO BE REQUESTED IN WRITING TO THE OWNER'S REPRESENTATIVE AND APPROVED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. FAILURE TO OBTAIN SUBSTITUTION APPROVAL IN WRITING MAY RESULT IN LIABILITY TO THE CONTRACTOR.
14. ALL CONTRACTORS SHALL BE REQUIRED TO COMPLETELY REMOVE ALL TRASH, DEBRIS AND EXCESS MATERIALS FROM THE WORK AREA AND THE PROPERTY (ESPECIALLY AT ALL CURB, GUTTERS AND SIDEWALKS) DAILY DURING INSTALLATION.
15. CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING. CONTRACTOR MUST CONTACT THE OWNER AT LEAST 10 WORKING DAYS IN ADVANCE TO SCHEDULE ACCEPTANCE INSPECTIONS). CONTRACTOR MUST REPLACE ALL DEAD OR UNACCEPTABLE PLANTS DURING THE FOLLOWING RECOMMENDED PLANTING SEASON.
16. ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES WHERE POSSIBLE. CONFLICT OWNERS REPRESENTATIVE FOR A COORDINATED SOLUTION FOR ANY UTILITY CONFLICTS. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES.
17. REFER TO PLANTING DETAILS FOR ADDITIONAL PLANTING INFORMATION.
18. ALL PLANTINGS SHALL COMPLY WITH CURRENT LOCAL ORDINANCES AND GUIDELINES.
19. LANDSCAPE AREAS TO BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM.



SEED/SOD/MULCH:

1. TURF AREAS WILL BE SEEDDED OR SODDED WITH REBEL III FESCUE WITH EXCEPTION OF SOD WITHIN THE FLOOR OF STORMWATER MANAGEMENT AND WATER QUALITY BASINS AND FILTERS. SOD WILL BE REQUIRED NEXT TO BUILDING STRUCTURES, DRIVEWAYS ENTRANCES AND AREAS DISTURBED IN THE FRONT SETBACK AS NOTED ON PLAN. LANDSCAPE CONTRACTOR TO SEED ALL OTHER DISTURBED AREAS.
2. PINE NEEDLE MULCH IS THE GENERALLY ACCEPTED MULCH. FOR THE INITIAL PLANTING, IT IS ALSO ACCEPTABLE TO UTILIZE DOUBLE HAMMERED BARK MULCH FOR GOOD SOIL AND BED MANAGEMENT. FUTURE YEARS, THOUGH, WILL REQUIRE THE PROPERTY TO BE CONVERTED TO PINE NEEDLES.

PLANTING NOTES:

1. ALL PERIMETER SCREENING SHRUBS MUST BE NO LESS THAN 36" IN HEIGHT AT PLANTING
2. ALL PARKING LOT SHRUBS MUST BE NO LESS THAN 24" IN HEIGHT AT PLANTING

1.1 PLANTING SOIL MIX

- A. MIX TOPSOIL WITH THE FOLLOWING SOIL AMENDMENTS IN THE FOLLOWING QUANTITIES:
1. WEIGHT OF LIME PER 1000 SQ. FT
 2. RATIO OF LOOSE COMPOST TO TOPSOIL BY VOLUME: 1:4
 3. RATIO OF LOOSE WOOD DERIVATIVES TO TOPSOIL BY VOLUME:
 4. WEIGHT OF BONE MEAL PER 1000 SQ. FT.
 5. WEIGHT OF COMMERCIAL FERTILIZER PER 1000 SQ. FT.
 6. WEIGHT OF SLOW-RELEASE FERTILIZER PER 1000 SQ. FT.
- SOIL TEST PROVIDED BY CONTRACTOR REQUIRED FOR TOPSOIL MIX.

INSTALLATION GUARANTEE REQUIRED

1. A FINAL CERTIFICATE OF OCCUPANCY MAY BE ISSUED PRIOR TO THE INSTALLATION OF TREES AND SHRUBS. EXCLUDING YARD TREES, DURING THE NON-PLANTING SEASON IF A CASH BOND, SURETY BOND OR LETTER OF CREDIT IS ISSUED FOR 120% OF THE COST OF MATERIALS AND INSTALLATION. PLANTING SHALL BE COMPLETED DURING THE NEXT PLANTING SEASON.
2. THE PLANTING SEASON SHALL RUN FROM OCTOBER 15 TO MARCH 15, EXCEPT FOR EXTREME WEATHER CONDITIONS AS DETERMINED BY STAFF. A FINAL CERTIFICATE OF OCCUPANCY SHALL NOT BE GIVEN DURING THE PLANTING SEASON UNLESS ALL OF THE LANDSCAPING IS COMPLETELY INSTALLED ACCORDING TO THIS ARTICLE.

MAINTENANCE SURETY REQUIRED

1. DEVELOPERS SHALL ENTER INTO A MAINTENANCE SURETY AGREEMENT WITH MECKLENBURG COUNTY GUARANTEEING THE VIABILITY OF STREET TREES AND TREES AND SHRUBS PLANTED IN BUFFER YARDS FOR A PERIOD OF 1 YEAR FOLLOWING PLANTING. THE AMOUNT OF THE SURETY SHALL BE EQUAL TO 50% OF THE VALUE OF THE NEW TREES OR LANDSCAPE MATERIAL AND THEIR INSTALLATION. THE MAINTENANCE SURETY SHALL BE PROVIDED WHEN ALL OF THE REQUIRED TREES AND SHRUBS HAVE BEEN PLANTED.

GENERAL SITE UTILITY NOTES:

1. ALL PIPE LENGTHS ARE HORIZONTAL DISTANCE AND ARE APPROXIMATE.
2. CONTRACTOR SHALL PROVIDE ALL THE MATERIALS AND APPURTENANCES NECESSARY FOR THE COMPLETE INSTALLATION OF THE UTILITIES. ALL PIPES AND FITTINGS SHALL BE INSPECTED BY THE BUILDING INSPECTOR PRIOR TO BEING COVERED.
3. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS, AND/OR LOCAL STANDARDS IMPOSED BY LOCAL UTILITY.
4. ALL WATER LINES SHALL HAVE A MINIMUM COVER OF 36" ABOVE TOP OF PIPE.
5. CONTRACTOR SHALL ADJUST LOCATION OF PROPOSED WATER LINES AS REQUIRED TO AVOID CONFLICTS WITH STORM SEWER OR OTHER UTILITIES.
7. LOCATION, SIZE AND INVERT ELEVATIONS OF SANITARY SEWER SHALL BE COORDINATED WITH THE APPROVED PLUMBING PLANS FOR THE BUILDING.
9. GENERAL CONTRACTOR SHALL INSTALL UTILITIES TO WITHIN 5' OF BUILDING. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITIES IN THE BUILDING AND WITHIN 5' OF THE BUILDING.
10. INSTALLATION AND REPAIR OF UNDERGROUND ELECTRICAL, GAS AND TELEPHONE UTILITIES AND DISTURBED AREAS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR OR APPLICABLE UTILITY COMPANY. THE DISTURBED AREAS BENEATH EXISTING ASPHALT SHALL BE RE-COMPACTED TO THE REQUIRED SPECIFICATIONS, AND THE STONE BASE AND ASPHALT BE RETURNED TO ITS ORIGINAL CONDITION.
11. THE GENERAL CONTRACTOR SHALL COORDINATE ALL NEW UTILITY TAP/CONNECTION LOCATIONS WITH THE UTILITY DEPARTMENT. FEES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. HOWEVER, IMPACT/CAPACITY FEES TO BE PAID BY DEVELOPER/OWNER.
12. THERE SHALL BE NO TAPS, PIPING BRANCHES, UNAPPROVED BYPASS PIPING, HYDRANTS, FIRE DEPT. CONNECTION POINTS, OR OTHER WATER-USING APPURTENANCES CONNECTED TO THE SUPPLY LINE BETWEEN ANY WATER METER AND ITS CLT WATER REQUIRED BACKFLOW PREVENTER.
13. EACH REQUIRED BACKFLOW PREVENTION ASSEMBLY IS REQUIRED TO BE TESTED BY A CLT WATER APPROVED CERTIFIED TESTER PRIOR TO PLACING THE WATER SYSTEM IN SERVICE.

IRRIGATION SLEEVING NOTES:

1. CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISH GRADE OF THE TOP OF PAVEMENT.
2. CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISH GRADE AND CAPPED.
3. CONTRACTOR SHALL FURNISH THE IRRIGATION DESIGNER WITH AN "AS-BUILT" DRAWING SHOWING ALL SLEEVES AND THE RESPECTIVE DEPTHS BELOW THE FINISH GRADE AND/OR PAVEMENT.
4. EXTEND ALL SLEEVES TO 2'-0" BEYOND THE EDGE OF ALL PAVEMENT.
5. ADD 4" DIAMETER SLEEVES TO ALL ISOLATED PLANTING AREAS NOT SHOWN ON THIS DRAWING, OR UNDER PAVEMENT. ADDED AFTER THIS PLAN WAS COMPLETED.
6. ALL SLEEVES SHALL BE SCHEDULED 40 PVC.

TOWN OF HUNTERSVILLE UTILITY NOTES:

1. NO UTILITIES TO BE LOCATED ON NORTHCROSS DRIVE SIDE OF BUILDING.
2. ALL UTILITIES TO BE SCREENED IN ACCORDANCE WITH TOWN OF HUNTERSVILLE ORDINANCES.
3. ANY WORK RELATED TO SITE UTILITY CONNECTION AND CONSTRUCTION IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR, WHERE WORK TAKES PLACE IN THE RIGHT-OF-WAY, OR ON ADJACENT PROPERTY, THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR ANY REPAIRS TO THE CURB, LANDSCAPE, TURF, AND IRRIGATION SYSTEM.

NOTE: ALL BACKFLOW PREVENTERS SHALL BE COVERED IN A NON-REFLECTIVE MATERIAL AND SHALL BE SURROUNDED, ON ALL SIDES VISIBLY FROM PUBLIC STREETS AND ABUTTING PROPERTIES, BY A LANDSCAPED OPAQUE SCREEN

CLT WATER NOTES:

- CUSTOMER IS RESPONSIBLE FOR STAKING SITE AS NECESSARY TO DETERMINE SERVICE LOCATIONS AND ELEVATIONS PRIOR TO CLT WATER CONTRACTOR MOBILIZING TO INSTALL SERVICES. SITE ADDRESS MUST BE VISIBLY POSTED AT SITE
- ON-SITE CONTRACTOR IS RESPONSIBLE FOR RELOCATING ANY APPLICABLE CONFLICTING UTILITIES NECESSARY TO COMPLETE SERVICE INSTALLATIONS. ADDITIONAL FEES MAY APPLY AND CONSTRUCTION TIMELINES EXTENDED IF CONFLICTING UTILITIES ARE NOT SHOWN ON PLANS.
- WATER AND SEWER CONNECTIONS SHALL NOT BE LOCATED WITHIN PROPOSED CONSTRUCTION ENTRANCES.
- PAYMENT FOR A QUOTED SERVICE CONNECTION SHALL BE CONSIDERED. ACKNOWLEDGEMENT & APPROVAL OF CLT WATER COMMENTS BY THE APPLICANT: PAYMENT DOES NOT INCLUDE ANY ADDITIONAL FEES REQUIRED DUE TO UNFORESEEN CONDITIONS THAT ARE/WERE NOT DEPICTED ON THE SITE PLAN PROVIDED BY THE APPLICANT.
- CLT WATER WILL INSTALL 6" OR 8" LATERAL INTO DOGHOUSE OR EXISTING MH AND BRING INSIDE R/W AS SHOWN. CLT WATER WILL PLUG END OF LATERAL & SET A 4"x4" POST TO MARK LOCATION OF PROPOSED PVT MH BY ON-SITE CONTRACTOR. IF A PVT MH IS SHOWN ON PLANS.
- EACH CLT WATER REQUIRED BPA IS REQUIRED TO BE TESTED BY A CLT WATER-APPROVED CERTIFIED TESTER PRIOR TO PLACING THE WATER SYSTEM IN SERVICE.
- BACKFLOW PREVENTION REVIEW SHALL BE COORDINATED THROUGH MECKLENBURG CO. CODE ENFORCEMENT PERMITTING PROCESS AT TIME OF APPLICATION FOR BUILDING PERMITS. THESE REQUIREMENTS CAN BE FOUND AT [HTTP://CHARLOTTENC.GOV/WATER/PAGES/BACKFLOWCONSTRUCTIONGUIDELINES.aspx](http://charlottenc.gov/water/pages/backflowconstructionguidelines.aspx). PLEASE CONTACT JAMIE HYDE AT 704-432-6008. FOR MORE INFORMATION. ANY REVISION TO TAP AND/OR METER LOCATIONS MAY BE SUBJECT TO RE-SUBMITTAL TO BACKFLOW FOR REVIEW

TREE PLANTING NOTES:

1. ALL TREES SHALL BE PLANTED PER TOWN OF HUNTERSVILLE STANDARDS AND DETAILS
2. ALL STRAPPING AND TOP 2/3 OF WIRE BASKET MUST BE CUT AWAY AND REMOVED FROM THE ROOT BALL PRIOR TO BACKFILLING PLANTING PIT.
3. LARGE MATURING TREES MAY NOT BE PLANTED WHERE OVERHEAD DISTRIBUTION OR TRANSMISSION LINES EXIST. IF TREES CONFLICT WITH POWER LINES OR SIGNS, CALL THE URBAN FORESTER TO RESOLVE BEFORE PLANTING.
4. ADJUST TREE PLANTING LOCATIONS TO AVOID UNDERGROUND UTILITIES.
5. NEW TREES SHALL BE A MINIMUM 2" CALIPER FOR STREET TREE REQUIREMENTS.
6. SEE TREE PRESERVATION NOTES ON GRADING AND EROSION CONTROL SHEETS.
7. ALL TREES ARE TO BE NURSERY GROWN, BALL AND BURLAP (B&B) PREFERRED. MINIMUM TREE SIZE IS 2" CALIPER (MEASURED 6" ABOVE ROOT BALL), 8" MINIMUM HEIGHT.
8. STAKING IS OPTIONAL. RUBBER HOSE AND ROPE OR WIRE FOR STAKING IS NOT RECOMMENDED. NO WIRE OR ROPE IS TO BE IN DIRECT CONTACT WITH TRUNK. REMOVE ALL TRUNK WRAP, TREE STRAPS, AND STAKING WIRE OR ROPE AFTER ONE GROWING SEASON.
9. GUY WIRES ARE NOT PERMITTING IN THE STREET RIGHT-OF-WAY.
10. ALL TREES AND SHRUBS SHALL MEET THE NORMAL REQUIREMENTS FOR THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN).
11. NEW AND EXISTING TREES ARE PERMITTED WITHIN SITE TRIANGLE, BUT MUST BE LINED UP TO 6' HEIGHT CLEARANCE PER ADA REQUIREMENTS.
12. SIMILAR CRITERIA FOR TREE PLACEMENT AND PRUNING UP SHOULD BE CONSIDERED AT DRIVEWAY/STREET INTERSECTIONS.
13. CONTRACTOR TO MAINTAIN CLEAR LEVEL BETWEEN 50" AND 72" ABOVE STREET. AREA MUST BE TREE OF LIMBS AND FOLIAGE FOR SAFE CROSS VISIBILITY.

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477



**W&A
ENGINEERING**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

NORTHPOINTE HOTEL

PARCEL: 00557204

8830 NORTHPOINTE EXECUTIVE PARK DR, HUNTERSVILLE NC 28078

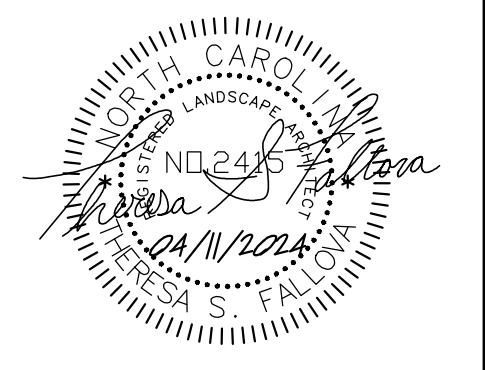
Know what's below.
Call before you dig.

REVISIONS

04/11/2024	REZONING COMMENTS

INTIAL SUB. DATE: 01/31/2024

ISSUANCE DATE: 01/31/2024

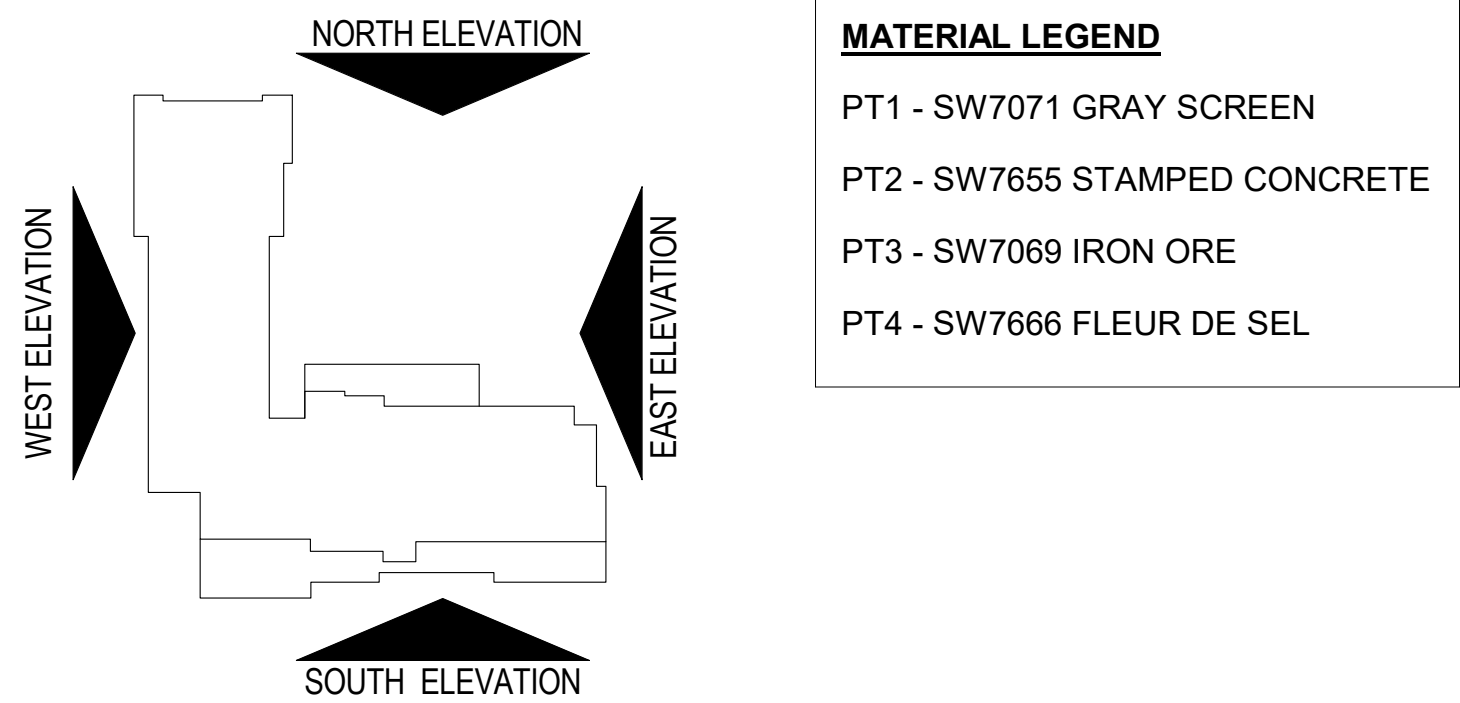


HFI PROJECT #: 223080

LANDSCAPE-UTILITY
PLAN

Z05

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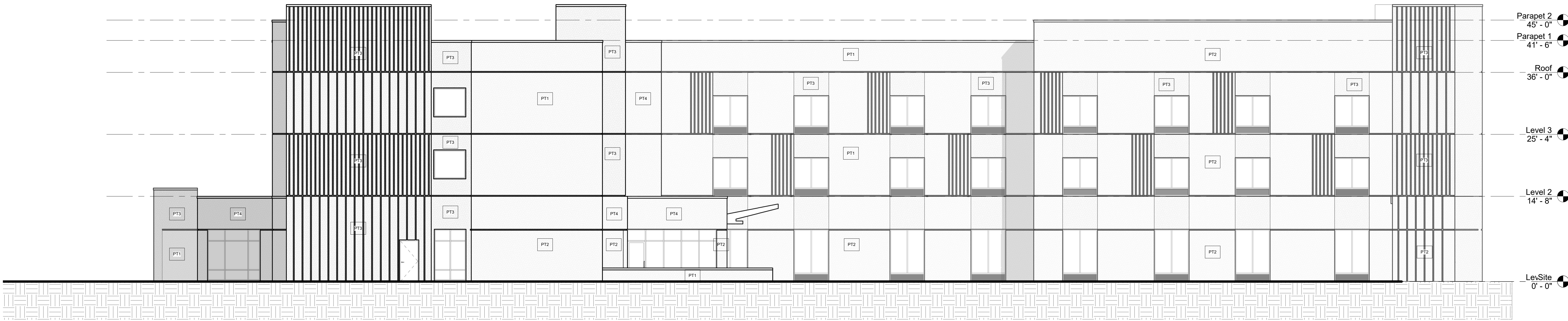


Project
Townplace Suites Fairfield Inn
Northpointe Executive Park Road Huntersville, NC 28078

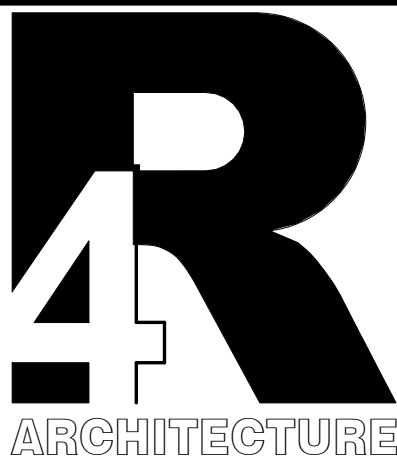
Owner
Hotel Ventures, Inc



1 North Elevation
Scale: 1/8" = 1'-0"



2 East Elevation
Scale: 1/8" = 1'-0"



7752 Gateway Lane
Suite 204
Concord, NC 28027
Tel: 704-688-7500

513A Savannah Hwy.
Charleston, SC 29407
Tel: 843-531-6848

www.R4architecture.com

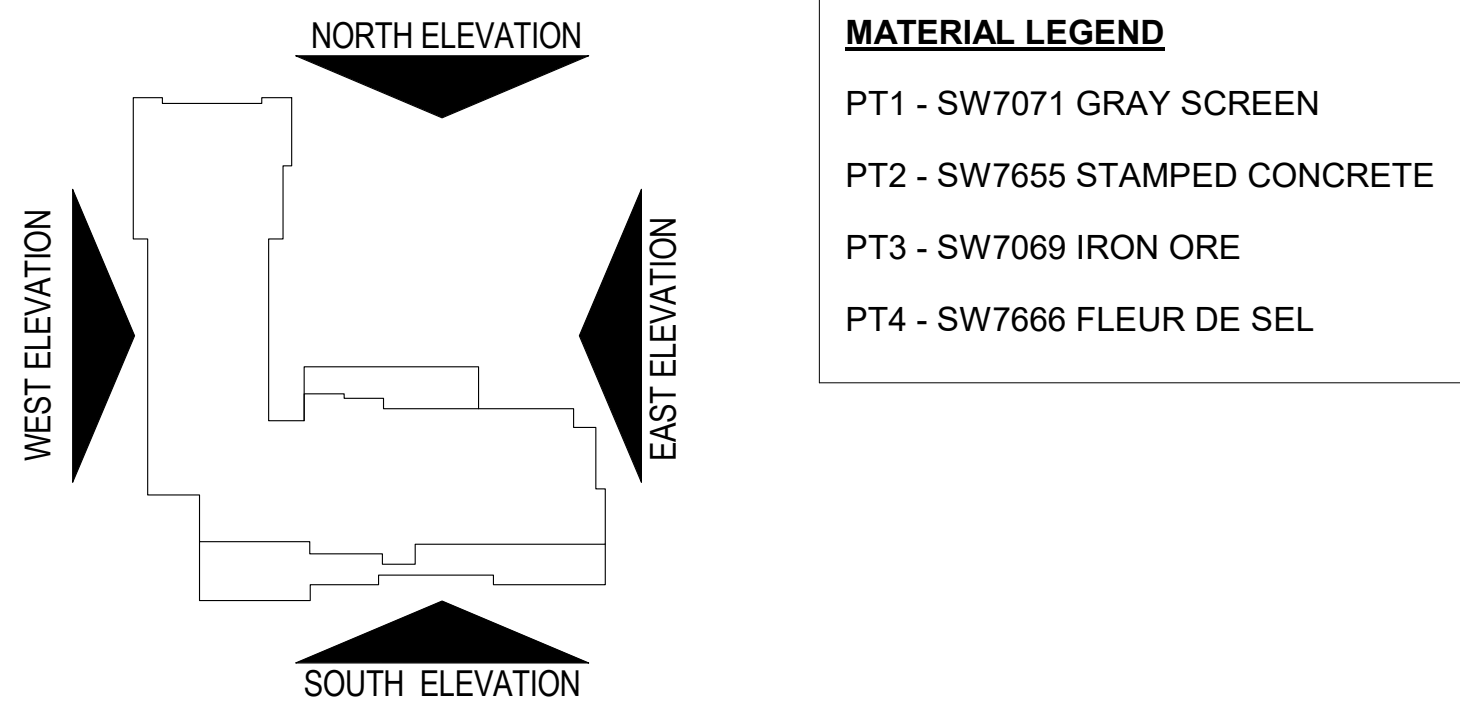
Revision	Date
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Drawn By	MAR
Checked By	MJR
Issue Date	4-12-2024
Project No	230695

Sheet Title
EXTERIOR ELEVATIONS

Sheet Number
A-200

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Project
Townplace Suites Fairfield Inn
Northpointe Executive
Park Road Huntersville,
NC 28078

Owner
Hotel Ventures, Inc



1 South Elevation
Scale: 1/8" = 1'-0"



7752 Gateway Lane
Suite 204
Concord, NC 28027
Tel: 704-688-7500

513A Savannah Hwy.
Charleston, SC 29407
Tel: 843-531-6848

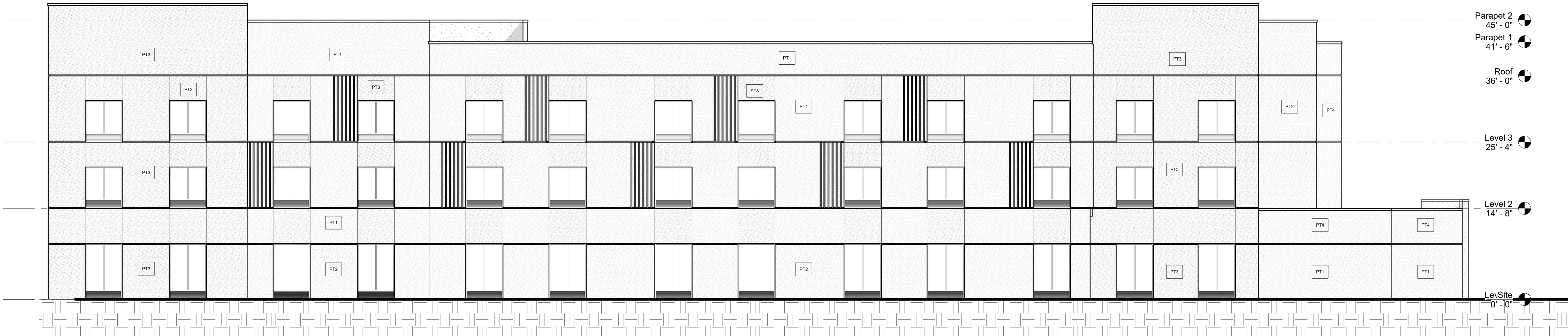
www.R4architecture.com

Revision	Date
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Drawn By	MAR
Checked By	MJR
Issue Date	4-12-2024
Project No	230695

Sheet Title
EXTERIOR ELEVATIONS

Sheet Number
A-201



2 West Elevation
Scale: 1/8" = 1'-0"

COMMUNITY MEETING REPORT FOR MEETING HELD MARCH 6, 2024
APPLICANT: HOTEL VENTURES OF LAKE NORMAN, INC.
REZONING APPLICATION NO. R24-01

This Community Meeting Report is being filed with the Town of Huntersville Planning Department pursuant to Article 11.4 of the Huntersville Zoning Ordinance.

PERSONS AND ORGANIZATIONS CONTACTED AND MANNER AND DATE OF CONTACT:

A representative of the Applicant mailed a written notice of the date, time and location of the Community Meeting to the individuals and organizations set out on Exhibit A attached hereto by certified mail on February 21, 2024. A copy of the written notice is attached hereto as Exhibit B.

DATE, TIME AND LOCATION OF MEETING:

The Community Meeting was held on Wednesday, March 6, 2024 at 6:00 PM at Springhill Suites, 13610 Reese Blvd W, Huntersville, NC 28078.

ROSTER OF PERSONS IN ATTENDANCE AT THE MEETING (see attached copy of sign-in sheet):

The Community Meeting was attended by the persons identified on the sign-in sheet attached hereto as Exhibit C. The Applicant, Hotel Ventures of Lake Norman, Inc., was represented at the Community Meeting by the following persons and firms:

1. Hitesh Patel – Hotel Ventures of Lake Norman, Inc.
2. Rakesh Patel – Hotel Ventures of Lake Norman, Inc.
3. Lori Allen – Hotel Ventures of Lake Norman, Inc.
4. R. Susanne Todd – Johnston Allison & Hord, P.A.
5. Mathias A. Young – Johnston Allison & Hord, P.A.
6. Tess Fallova – W&A Engineering

MATERIALS PRESENTED AT THE MEETING:

The following materials, printed on 24"x36" foam board, were presented at the meeting:

1. Site Plan and Cross-Section
2. Site Elevations
3. Aerial Vicinity Map with Site location marked

Copies of the above materials are attached hereto as Exhibit D.

SUMMARY OF ISSUES DISCUSSED AT THE MEETING:

Concerns stated by participants:

1. Traffic:

- a. Concern was raised that the proposed hotel will increase the amount of traffic flowing onto Northcross Drive, and that the concurrent plan by the Town to add roundabouts and connect Northcross Drive will result in traffic backing up and making it difficult for residents of the adjacent subdivision to turn onto Northcross.
 - i. The Applicant responded that the proposed hotel use does not generate a sufficient number of vehicle trips to require a traffic impact analysis, and that conditions on zoning can only address impacts that the proposed development would generate.
- b. Concern was raised that the proposed hotel will result in guests coming and going at all hours of the day and night, whereas an office use would create consistent traffic patterns.
 - i. The Applicant responded that although guests at hotels do check in and out at different times throughout the day, this pattern creates less traffic during peak traffic times (i.e. rush hour) than an office use.

2. Buffers:

- a. Concern was raised that the existing vegetation in the utility easement area was thinning and primarily deciduous.
 - i. The Applicant responded that the site plan shows additional vegetation to be planted around the perimeter of the parking lot, as well as a thirty foot buffer interior to the parking lot.
- b. Concern was raised that the proposed buffer interior to the parking lot is not composed of enough evergreen trees, providing insufficient screening in the winter time.
 - i. The Applicant responded that the town has certain requirements for the mix of vegetation planted in a buffer, but will look into whether it could adjust the plantings to provide additional screening.

3. Separation from residential uses:

- a. Concern was raised that the proposed hotel and parking lot is too close to the residential subdivision.
 - i. The Applicant responded that the hotel had initially been planned as far away from the subdivision as possible, but Town planning staff required the Applicant to move the hotel closer to accommodate a connection from the adjacent office parking lot. The Applicant further responded that despite moving closer, the proposed hotel is still more than 200 feet from the nearest residential property line.

4. Wisdom/feasibility of another hotel:

- a. Concern was raised that Huntersville already has enough hotels, and that nobody traveled to Huntersville for business so a hotel focused on corporate travelers would be a bad idea.

- i. The Applicant responded that it has been in the hotel business for decades, and with a combination of experience and market research it believes that the proposed location will be successful. The Applicant further responded that the Marriott brand keeps a close watch on local markets, and would not have awarded an additional location to the Applicant if the brand did not believe the proposed hotel will succeed.

5. Light and noise:

- a. Concern was raised that cars coming and going in the parking lot during the night and parking lot lighting will cause light to shine into residential windows.
 - i. The Applicant responded that the combination of the interior buffer, perimeter plantings, a berm, and existing vegetation in the utility easement area will screen the proposed use. The Applicant further responded that parking lot lighting is required by ordinance to cast light down and onto the parking lot, not laterally.
- b. Concern was raised that there will be noise from guests coming and going during the night, corporate events, and parties in the parking lot of the hotel.
 - i. The Applicant responded that the proposed hotel does not have a ballroom or event space and therefore does not have the facilities to host corporate events. Furthermore, based on Applicant's experience, it does not believe guests will throw parties in the parking lot of the proposed hotel. The Applicant further responded that the separation between the proposed hotel and the adjacent subdivision would minimize any sounds.

6. Safety:

- a. Concern was raised that placing the hotel next to residential uses will draw crimes including prostitution and sex trafficking to the neighborhood.
 - i. The Applicant responded that the proposed hotel will not increase the amount of crime in the neighborhood or attract any particular kind of crime to the location.
- b. Concern was raised that the proposed hotel will encourage criminals to park in the hotel lot where they can then walk into the back yards of the adjacent subdivision and commit burglaries.
 - i. The Applicant responded that the proposed hotel will not increase the amount of crime in the neighborhood or attract any particular kind of crime to the location.
- c. Concern was raised that there is an increasing amount of crime in Birkdale Village, and that placing the hotel nearby will allow criminals to park at the hotel and walk across the footbridge to the shopping center.
 - i. The Applicant responded that the proposed hotel will not increase the amount of crime in the neighborhood or attract any particular kind of crime to the location.

7. Security:

- a. Concern was raised that hotel guests will be able to see into the rear windows and back yards of the adjacent subdivision.

- i. The Applicant responded that the proposed interior buffer should block any potential view from guest rooms to the subdivision, and that the distance and separation from the subdivision will further obscure any potential view.
 - b. Concern was raised that certain subdivision residents will not feel safe staying by themselves at night if the proposed hotel were developed.
 - i. The Applicant responded that it believed the proposed hotel will be safe and not cause any potential security concerns for neighbors in the adjacent subdivision.
 - c. Concern were raised about the hotel's potential effects on the safety of neighborhood children when they walk to Birkdale Village across the property.
 - i. The Applicant responded that it believed the proposed hotel will be safe and not cause any potential security concerns for neighbors in the adjacent subdivision.
8. Property values:
- a. Concern was raised that the proposed hotel will cause a negative impact on the property values of the adjacent subdivision, and that a number of residents have invested significant amounts of money into improving the appearance of their homes and that investment will be devalued by the hotel.
 - i. The Applicant responded that it understands the participants' concerns, but does not believe the proposed hotel will negatively impact property values.

Changes suggested by participants:

1. Install a fence or masonry wall near the property line with adjacent residential uses.
2. Install a signalized intersection on Northcross Drive to control traffic.
3. Reduce the amount of parking or re-configure the parking lot to increase separation between the hotel and adjacent residential subdivision.
4. Reduce the height of the hotel from four stories to three.
5. Make the buffer interior to the parking lot entirely evergreen trees and shrubs to ensure year-round screening.
6. Add additional plantings to the existing vegetation in the utility easement area to increase screening.
7. Move the hotel further into the business park by purchasing one of the office buildings, tearing it down, and building the hotel there.

Changes to the rezoning petition made by the Applicant as a result of the meeting:

1. Reduced the height of the hotel from four stories to three.
2. Proposed a six-foot tall vinyl fence along the interior edge of the existing vegetation within the utility easement.

Additional Asked Questions:

Q: Will headlights and parking lot lighting be coming into my windows at all hours of the night?

A: No, the interior area of the parking lot will be screened to prevent light. Additionally, the existing berm, vegetation, and perimeter parking lot vegetation will keep headlights from reaching windows. Exterior parking lot lighting must direct all of the light down and onto the lot, not laterally.

Q: Will there be noise at all hours from corporate events, parking lot parties, and the pool?

A: No. The proposed hotel does not have an event center, ballroom, or pool. The Applicant does not believe that people will stay at the hotel in order to host parties in the parking lot. In the unlikely event such a thing were to happen, hotel staff would be available to stop it.

Q: What is the need for another hotel? Can Huntersville support another hotel?

A: The Applicant has been in the hotel business for decades, and believes that sufficient demand exists for a hotel at the proposed location. Huntersville's hotels are running close to their maximum capacity, and an additional hotel would be viable. Additionally, the Marriott brand keeps close watch on local markets, and would not award an additional location if it did not believe sufficient demand existed.

Q: How much will the rooms cost?

A: Between 130 and 180 dollars per night.

Q: How many floors will the hotel have? How many rooms?

A: The proposed hotel will be four stories and have 132 rooms.

Q: Traffic on Northcross is already bad, won't the proposed hotel just make it worse?

A: While any use will increase the amount of traffic compared to the currently vacant lot, the proposed hotel will not cause a sufficient increase in traffic to require an impact analysis. Additionally, the typical traffic pattern for a hotel results in less rush-hour traffic than an office use.

Q: Will the hotel have security? What hours?

A: While the hotel will not have dedicated security, it will be staffed 24/7.

Q: Is there another viable location for the hotel that isn't adjacent to our subdivision? What about the other hotel that was supposed to go in on Northcross?

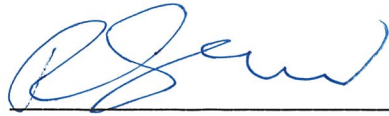
A: The Applicant has conducted a significant amount of market research and believes this location is well suited for the proposed hotel due to proximity to I-77 and location within an existing business park. The previously proposed hotel on Northcross Drive was approved, but will not be constructed due to a private deed restriction that limits the square foot size of the building.

- Q: Is the Town considering how badly other traffic improvement projects have been delayed when evaluating how the proposed hotel would impact traffic on Northcross?
- A: The Applicant does not know whether the Town is considering the delays to traffic improvement projects when it evaluates the proposed hotel. However, the Applicant is only required to mitigate those traffic impacts that result from the proposed hotel.
- Q: What are the next steps in the rezoning process? Is there a public hearing? When is it?
- A: After the community meeting, the Applicant will incorporate comments from participants and staff and re-submit plans to Town staff. The public hearing for this rezoning is tentatively scheduled for May 6, 2024. The Applicant will be hosting a second community meeting on March 20th and hopes to have a more definitive schedule at that time. However, dates are tentative and it is not uncommon for conditional rezonings to slip by one or more months. For this reason, participants were encouraged to check the Town of Huntersville's Planning Department website for the most up to date schedule.

Respectfully submitted, this the 11th day of April, 2024.

JOHNSTON, ALLISON & HORD, P.A.

By:



Susanne Todd

cc: Town of Huntersville Planning Department – Jesse James

Community Meeting Notices

Project Name	Northpointe Hotel
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Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project.

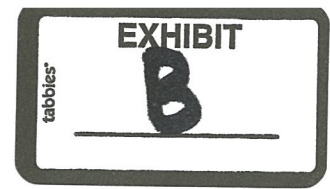
The following persons and organizations were sent notices of the community meeting (first and last name or business name only):

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
LANDINGS APARTMENTS LLC THE,	00505209	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
IC2 LP, C/O REALTY INCOME CORPORA	00537151	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
CITY OF CHARLOTTE,	00505202	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
COOLEY, THOMAS COOLEY, MORGAN	00530408	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
MOXEY, PATRICIO ANDRES	00530410	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
SMITH, DOLLIE T HELMS, PAUL M	00530114	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
DIEHL, SHARON DIEHL, JOHN JR	00530409	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
CRASS, SHEA L HELLER, JOSEPH L	00530112	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
VK, BRADLEY MAJOR LEBLANC, MEAGA	00530113	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
RFELT, JEREMY F OVERFELT, STACIE BE	00530407	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
LUSK, STEPHEN C LUSK, NANCY S	00530121	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
PENLAND, JAMES WILLIAM JR	00530111	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BORGES, LUIS JR BORGES, DIANA R	00530120	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
JARVIS, JULIEBETH	00530116	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
FIENO, GERRI S FIENO, ROBERT J	00530104	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BAILEY, WILLIAM J STEPHANIE J BAILY,	00530106	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BENTON, KATE BENTON, SEAN	00530115	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
SKYHAWK, DENNIS VAN SKYHAWK, MA	00530101	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BALL, ANDREW BALL, ERIN REBEKAH	00530118	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BEASON, JAMIE N BEASON, DANIEL L	00530411	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
ONEY, ELIZABETH C SISKOWSKI, MICHA	00530103	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
ARENA, JULIAN L ARENA, PAUL J	00530102	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
RICKS, SALLY C FREDRICKS, DAVID MIC	00530109	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
AYLOR, B FORREST TAYLOR, FLORENCE	00530108	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))



MARTIN, PATRICIA MARTIN, WILLIAM	00530105	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
PIERCY, MORGAN H	00530122	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
ERMAN, KATHLEEN LANGERMAN, JERE	00530119	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
MILLER, MARK STEVEN	00530117	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
BROKAW, KATHLEEN A	00530110	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
RESCENT ELECTRIC, MEMBERSHIP CORP	00537111	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
STATE /FINANCE DEPT, MECKLENBURG	00537162	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
COOKE FARMS INC,	00537103	2/21/2024	Certified USPS	Property Owner (SO 6.320.3(a))
ORD FOREST COMMUNITY, ASSOCIATION	00530198	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
ORD FOREST COMMUNITY, ASSOCIATION	00530199	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
ORD FOREST COMMUNITY, ASSOCIATION	00530499	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
BIRKDALE VILLAGE, PROPERTY OWNER	00537199	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
The Greens at Birkdale HOA	00943498	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom
Stratford Forest HOA	00530298	2/21/2024	Certified USPS	Neighborhood association, property owner association, and hom

INVITATION TO INTERESTED PARTIES
OF COMMUNITY MEETING



Subject: Application for Conditional Rezoning from HC(CD) to HC(CD) filed by Hotel Ventures of Lake Norman, Inc. to construct a hotel on +/- 10.328 acres of land located at 8830 Northpointe Executive Park Drive, Huntersville, Mecklenburg County, NC bearing Parcel ID No. 005-372-04 (the "Site").

Date and Time of Meeting: **Wednesday, March 6 from 6PM to 8PM**

Place of Meeting: Springhill Suites
13610 Reese Blvd W
Huntersville, NC 28078

Applicant: Hotel Ventures of Lake Norman, Inc.

Property Owner: Huntersville Office Owners LP

Application No.: R-24-01

Dear Neighbor:

We are assisting Hotel Ventures of Lake Norman, Inc. ("Hotel Ventures") in the Conditional Rezoning of the Site for proposed development as a 4-story, 132-room dual-branded TownePlace Suites and Fairfield Inn & Suites hotel by Marriott. The Site will be developed in accordance with the exacting standards of hotels within the Marriott collection. An exhibit that shows the Site is attached for your reference.

A Community Meeting is required as part of the Conditional Rezoning process. The Community Meeting is intended to assist with the exchange of information and dialogue related to the Conditional Rezoning. Accordingly, on Hotel Ventures' behalf, we invite you to drop in on the date and during the hours set forth above to learn how Hotel Ventures plans to use the Site, review the Site Plan, and meet with Hotel Ventures representatives to answer questions and provide feedback on the proposed hotel.

Hotel Ventures' representatives look forward to meeting you and to answering any questions you may have with respect to this Conditional Rezoning. For more information about the Conditional Rezoning process, and to learn more about this Conditional Rezoning, please visit the Town of Huntersville Planning Department's website at www.huntersville.org/planning.

If you are unable to attend the Community Meeting as scheduled, or otherwise have any questions or comments about this matter, please feel free to call Susanne Todd at 704-998-2306.

cc: Jesse James, Principal Planner (via email)

Date Mailed: February 21, 2024.



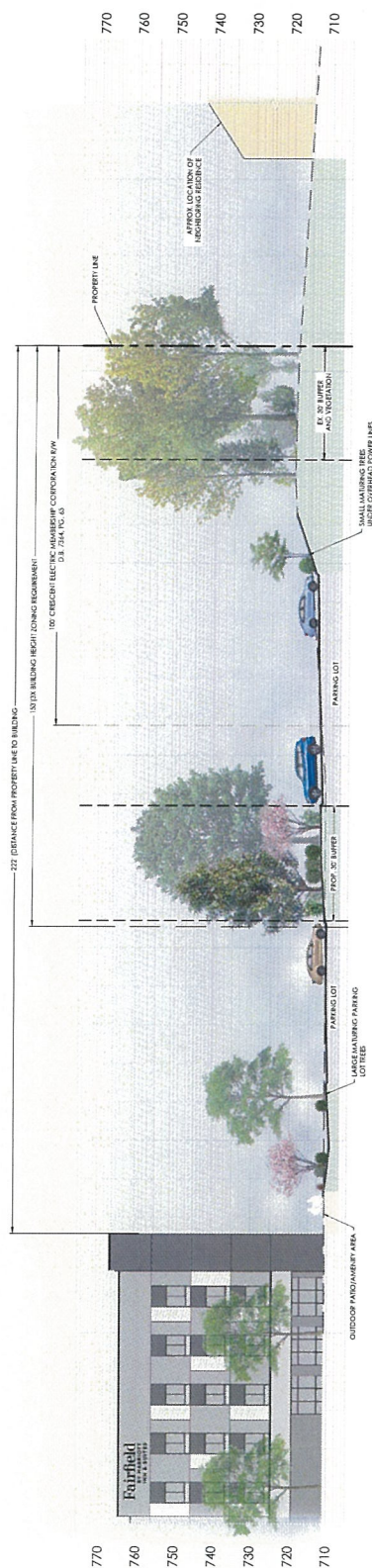
Community Meeting Attendance Log

Project Name:	Northpointe Hotel - R24-01
Location of Meeting:	13610 Reese Blvd W, Huntersville, NC
Date:	3/6/2024
Time:	6:00

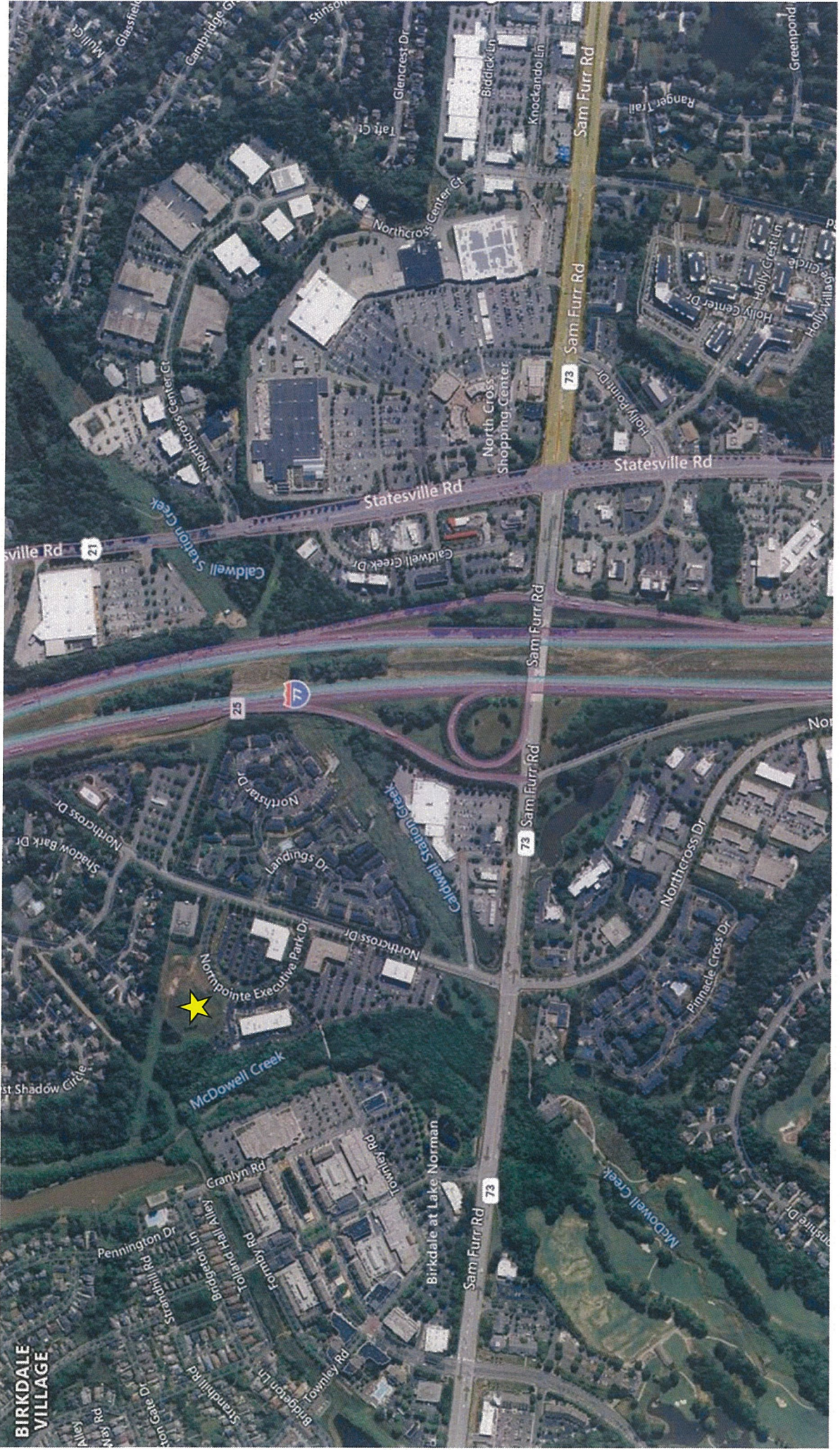
Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1	Luis Borges	26	Berry Pinneke
2	Robert Fieno	27	Billy Store
3	John Dunne	28	Kathleen Langeman
4	Mike Siskowski	29	Juliebeth Jarvis
5	Sally Fredericks	30	Kara Matusko
6	Tracy Neal	31	Wasim Al-Abed
7	Melody Smith	32	
8	Darrn Lyon	33	
9	Emily Lyon	34	
10	Ed Spanski	35	
11	Tommy Mann	36	
12	Marissa Wingate	37	
13	Leo Anderson	38	
14	John Diehl	39	
15	Morgan Cooley	40	
16	Alisia Bergsman	41	
17	Dan Elsass	42	
18	Pam Elsass	43	
19	Daniel Beason	44	
20	Jamie Beason	45	
21	Jesse James	46	
22	Jonathan Furches	47	
23	Scott Harris	48	
24	Lee Hallman	49	
25	Amy Hallman	50	







COMMUNITY MEETING REPORT FOR MEETING HELD MARCH 20, 2024
APPLICANT: HOTEL VENTURES OF LAKE NORMAN, INC.
REZONING APPLICATION NO. R24-01

This Community Meeting Report is being filed with the Town of Huntersville Planning Department pursuant to Article 11.4 of the Huntersville Zoning Ordinance.

PERSONS AND ORGANIZATIONS CONTACTED AND MANNER AND DATE OF CONTACT:

A representative of the Applicant mailed a written notice of the date, time and location of the Community Meeting to the individuals and organizations set out on Exhibit A attached hereto by certified and regular mail on March 8, 2024. A copy of the written notice is attached hereto as Exhibit B.

DATE, TIME AND LOCATION OF MEETING:

The Community Meeting was held on Wednesday, March 20, 2024 at 6:00 PM at Springhill Suites, 13610 Reese Blvd W, Huntersville, NC 28078.

ROSTER OF PERSONS IN ATTENDANCE AT THE MEETING (see attached copy of sign-in sheet):

The Community Meeting was attended by the persons identified on the sign-in sheet attached hereto as Exhibit C. The Applicant, Hotel Ventures of Lake Norman, Inc., was represented at the Community Meeting by the following persons and firms:

1. Hitesh Patel – Hotel Ventures of Lake Norman, Inc.
2. Rakesh Patel – Hotel Ventures of Lake Norman, Inc.
3. R. Susanne Todd – Johnston Allison & Hord, P.A.
4. Mathias A. Young – Johnston Allison & Hord, P.A.
5. Tess Fallova – W&A Engineering

MATERIALS PRESENTED AT THE MEETING:

Ms. Todd presented a PowerPoint presentation at the Community Meeting, a copy of which is attached hereto as Exhibit D.

SUMMARY OF ISSUES DISCUSSED AT THE MEETING:

Questions regarding the proposed fence:

Q: Where does the fence start and stop?

A: The fence is proposed to begin at the substation and end at the edge of the parking lot.

Q: How tall is the proposed fence?

A: Six feet.

Q: Is the fence solid?

A: Yes, the fence will be opaque and have no gaps.

Q: Why is a vinyl fence proposed as opposed to masonry or wood?

A: Vinyl is proposed so that in the event the utility company needs access to the easement area, the fence can be moved and replaced easily. A masonry fence would require mobilization of a large amount of machinery and would probably necessitate the removal of a significant amount of the existing vegetation along the property line.

Q: Can the Applicant extend the length of the fence by 50 or 100 feet?

A: The Applicant is willing to look into extension of the fence, so long as it does not encroach into any required water quality or floodplain buffers.

Questions Regarding the Proposed Hotel:

Q: How tall will the light poles for the parking lot be?

A: Approximately 25 feet tall.

Q: What is the distance from the back of the parking lot to the nearest property line?

A: Approximately 60 feet.

Q: What is the difference between the two proposed brands for the hotel? (Fairfield Inn and Suites v. TownePlace Suites).

A: The primary difference between the two brands is the size of the rooms offered. Fairfield Inn caters primarily to business travelers who will only be staying for one or two nights, and the rooms are smaller. TownePlace Suites caters primarily to business travelers who may be in town for a conference or longer work stay, and therefore desire more space to spread out and work in their suites. Both brands only offer nightly rates, use the same hotel facilities, and have access to the same hotel amenities such as complimentary breakfast.

Q: Will there be security cameras in the parking lot? Where?

A: Yes, there will be security cameras in the parking lot. The cameras are typically placed to monitor the outside of the building and the parking lot.

Q: Would it be possible for the Applicant to place cameras capable of reading license plates at the entrance to the parking lot?

A: The Applicant will look into this possibility.

Q: Does the hotel have conference rooms or event space?

A: No, the hotel does not have a pool, ball room, or large conference rooms. There is a small board room proposed which seats approximately eight people. This

board room is typically used for morning meetings with corporate teams staying at the hotel.

Q: How will neighbors be able to deal with loud guests?

A: Neighbors will be able to call the hotel or police. The Applicant emphasized that if there were unruly guests at the hotel, the Applicant would not hesitate to call the police themselves. The Applicant explained that guests at the hotel expect to get a good night's sleep and not be disturbed, and unruly guests in the parking lot would impact the quality of other guests' stays.

Q: How long does the Applicant intend to hold on to the hotel? What kind of investment does the hotel require?

A: The Applicant explained that Marriott franchises are for a term of 20 years, with the franchise requirements calling for a complete renovation and refit of the hotel every 7 years. Given the significant investment required to construct the hotel, the Applicant intends to hold the property for as long as possible.

Q: Is there another location being considered for the hotel?

A: No.

Concerns raised by participants:

1. Concern was raised that nearby homeowners would not want to be able to see the parking lot of the hotel.
2. Concern was raised that there should be more vegetation planted in the utility easement area to discourage people from walking over to the neighborhood.
3. Concern was raised that the hotel would increase crime in the Stratford Forest neighborhood.
4. Concern was raised that construction of the Northcross Drive extension would interfere with construction of the hotel.
5. Concern was raised that the hotel would increase traffic.
6. Concern was raised about noise in the parking lot of the hotel.

Changes suggested by participants:

1. Add an additional 50 to 100 feet of fence along the parking lot to fully screen nearby residences from view.
2. Install security cameras capable of reading license plates at the entrances to the hotel parking lot.

Cooperative actions suggested by participants

1. After construction of the hotel, work with Stratford Forest to convince the Department of Transportation to install a noise barrier along Interstate 77 near the hotel and the neighborhood.

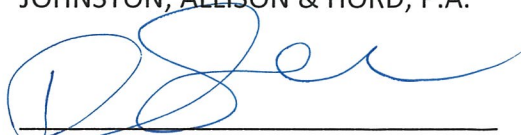
Changes to the rezoning petition made by the Applicant as a result of the meeting:

1. Extension of proposed fence along the boundary of the parking lot.

Respectfully submitted, this the 11th day of April, 2024.

JOHNSTON, ALLISON & HORD, P.A.

By:



Susanne Todd

cc: Town of Huntersville Planning Department – Jesse James

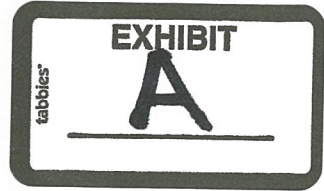
Community Meeting Notices

Project Name	Northpointe Hotel
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Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project.

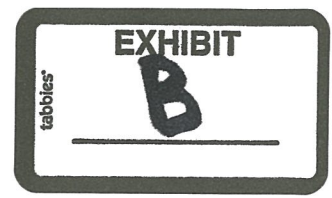
The following persons and organizations were sent notices of the community meeting (first and last name or business name only):

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
LANDINGS APARTMENTS LLC THE,	00505209	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
IC2 LP, C/O REALTY INCOME CORPORA	00537151	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
CITY OF CHARLOTTE,	00505202	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
COOLEY, THOMAS COOLEY, MORGAN	00530408	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
MOXEY, PATRICIO ANDRES	00530410	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
SMITH, DOLLIE T HELMS, PAUL M	00530114	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
DIEHL, SHARON DIEHL, JOHN JR	00530409	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
CRASS, SHEA L HELLER, JOSEPH L	00530112	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
VK, BRADLEY MAJOR LEBLANC, MEAGA	00530113	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
IRFELT, JEREMY F OVERFELT, STACIE BE	00530407	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
LUSK, STEPHEN C LUSK, NANCY S	00530121	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
PENLAND, JAMES WILLIAM JR	00530111	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
BORGES, LUIS JR BORGES, DIANA R	00530120	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
JARVIS, JULIEBETH	00530116	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
FIENO, GERRI S FIENO, ROBERT J	00530104	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
BAILEY, WILLIAM J STEPHANIE J BAILY,	00530106	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
BENTON, KATE BENTON, SEAN	00530115	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
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ARENA, JULIAN L ARENA, PAUL J	00530102	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
IRICKS, SALLY C FREDRICKS, DAVID MIC	00530109	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))
AYLOR, B FORREST TAYLOR, FLORENCE	00530108	3/8/2024	Certified USPS,	USP§ Property Owner (SO 6.320.3(a))



MARTIN, PATRICIA MARTIN, WILLIAM	00530105	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
PIERCY, MORGAN H	00530122	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
ERMAN, KATHLEEN LANGERMAN, JERE	00530119	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
MILLER, MARK STEVEN	00530117	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
BROKAW, KATHLEEN A	00530110	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
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STATE /FINANCE DEPT, MECKLENBURG	00537162	3/8/2024	Certified USPS, USP's Property Owner (SO 6.320.3(a))
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ORD FOREST COMMUNITY, ASSOCIATION	00530499	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
BIRKDALE VILLAGE, PROPERTY OWNER'S	00537199	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
The Greens at Birkdale HOA	00943498	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
Stratford Forest HOA	00530298	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
serve at Robbins Park Community Assoc	N/A	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom
es at Birkdale Village Homeowners Assoc	19310216	3/8/2024	Certified USPS, USP's Neighborhood association, property owner association, and hom

NOTICE TO INTERESTED PARTIES
OF OFFICIAL COMMUNITY MEETING



Subject: Application for Conditional Rezoning from HC(CD) to HC(CD) filed by Hotel Ventures of Lake Norman, Inc. to construct a hotel on +/- 10.328 acres of land located at 8830 Northpointe Executive Park Drive, Huntersville, Mecklenburg County, NC bearing Parcel ID No. 005-372-04 (the "Site").

Date and Time of Meeting: **Wednesday, March 20 from 6PM to 7PM**

Place of Meeting: Springhill Suites
13610 Reese Blvd W
Huntersville, NC 28078

Applicant: Hotel Ventures of Lake Norman, Inc.

Property Owner: Huntersville Office Owners LP

Application No.: R-24-01

Dear Neighbor:

We are assisting Hotel Ventures of Lake Norman, Inc. ("Hotel Ventures") in the Conditional Rezoning of the Site for proposed development as a 4-story, 132-room dual-branded TownePlace Suites and Fairfield Inn & Suites hotel by Marriott. The Site will be developed in accordance with the exacting standards of hotels within the Marriott collection. Hotel Ventures previously held a Community Meeting for this Conditional Rezoning on March 6, 2024.

The Community Meeting is intended to assist with the exchange of information and dialogue related to the Conditional Rezoning. A Community Meeting is required as part of the Conditional Rezoning process, but applicants may hold additional Community Meetings to solicit feedback from the community. Accordingly, on Hotel Ventures' behalf, we invite you to attend this Community Meeting on the date, time, and place set forth above.

Hotel Ventures' representatives look forward to sharing this Conditional Rezoning proposal with you and answering questions you may have. For more information about the Conditional Rezoning process, and to learn more about this Conditional Rezoning, please visit the Town of Huntersville Planning Department's website at www.huntersville.org/planning.

If you are unable to attend the Community Meeting as scheduled, or otherwise have any questions or comments about this matter, please feel free to call Susanne Todd at 704-998-2306.

cc: Jesse James, Principal Planner (via email)

Date Mailed: March 8, 2024.



Community Meeting Attendance Log

Project Name:	Northpointe Hotel
Location of Meeting:	13610 Resse Blvd W, Huntersville
Date:	3/20/2024
Time:	6:00 PM

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1	John Diehl	26	
2	Sharon Diehl	27	
3	Daniel Elsass	28	
4	Pam Elsass	29	
5	Martha Jenkins	30	
6	Dave Fredericks	31	
7	Darren Lyon	32	
8	Emily Lyon	33	
9	Ed Spanski	34	
10	Juliebeth Jarvis	35	
11	Tommy Mann	36	
12	Jesse James	37	
13	Sean Benton	38	
14	Dan Beason	39	
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Northpointe Hotel Rezoning

(Rezoning # R24-01)

8830 Northpointe Executive Park Drive

Second Community Meeting

March 20, 2024



JOHN
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tabbles

EXHIBIT

D

Team Introductions

- ▶ Property Owners: Huntersville Office Owners LP
- ▶ Petitioner: Hotel Ventures of Lake Norman, Inc.
 - ▶ Hitesh Patel, Vice President
 - ▶ Rakesh Patel, Secretary
- ▶ Engineering: W&A Engineering
 - ▶ Tess Fallova, Project Manager
- ▶ Petitioner's Agent: Johnston, Allison & Hord, P.A.
 - ▶ Susanne Todd, Partner
 - ▶ Mathias Young, Attorney



Meeting Agenda

- ▶ Introductions
- ▶ Property Location & History
- ▶ Elevations
- ▶ Site Plan & Separation
- ▶ Cross-Sections & Screening
- ▶ Existing & Proposed Site Plans
- ▶ Response to Community Feedback
- ▶ Anticipated Rezoning Schedule
- ▶ Questions & Discussion





Sandhill Road

Bridgeton Lane

Tolland Hall Alley

Farmby Road

Birddate Commons Parkway

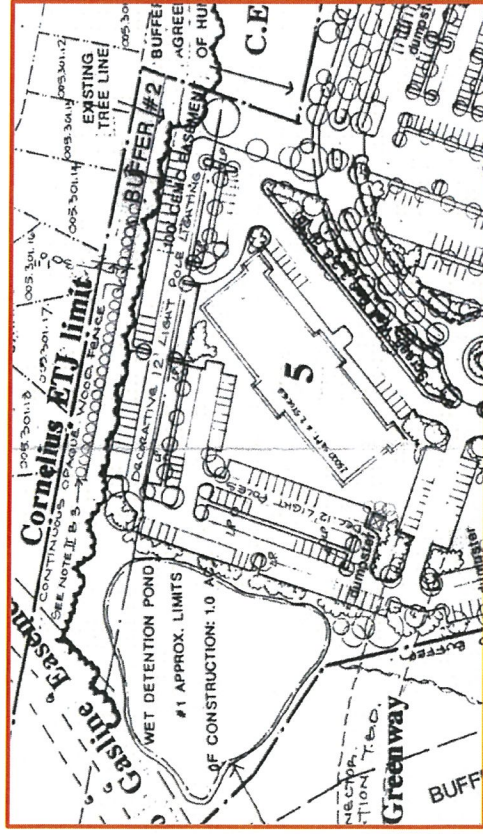
Townley Road

Northcross Drive

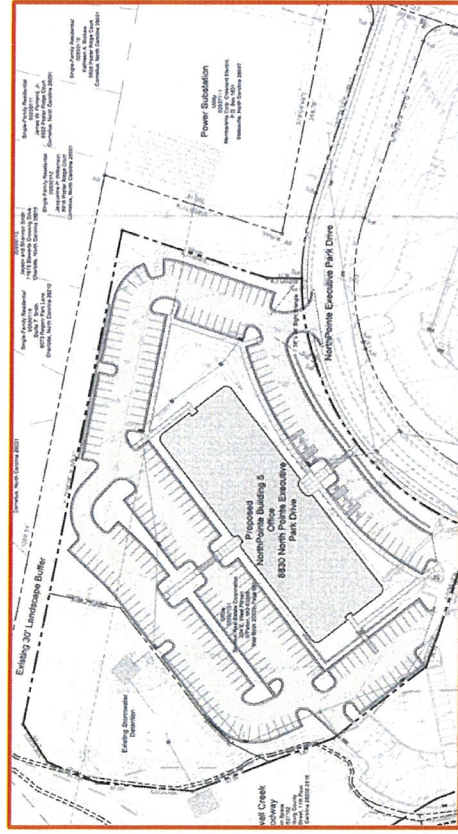
Northpointe Executive Park Drive

Star Ridge Court

Rezoning History



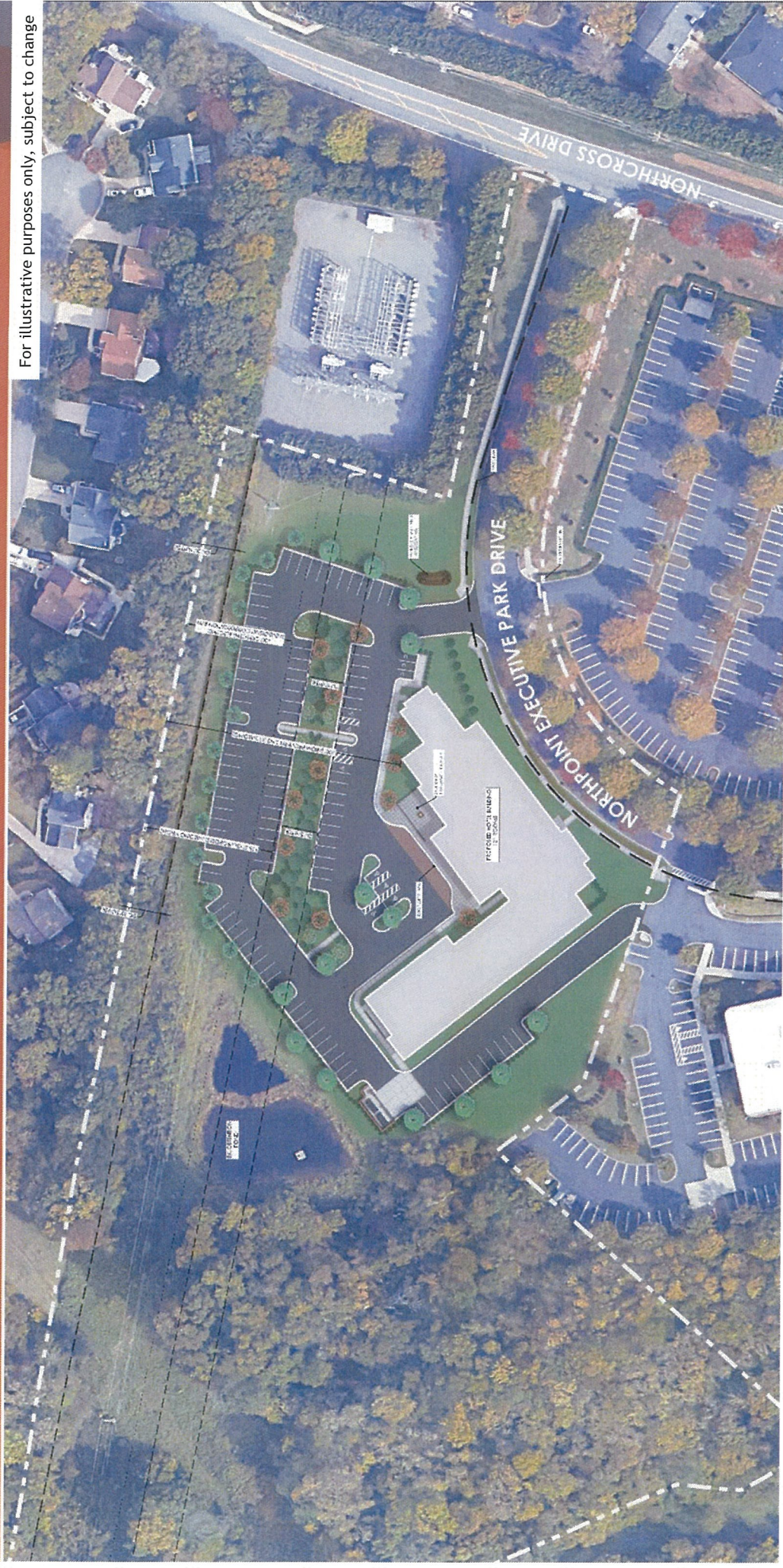
1998: Highway Commercial (CD)
Part of Overall Business Park Plan
2 story office building



2008: Highway Commercial (CD)
Site-specific Rezoning
3 story office building

2024 Rezoning Plan

For illustrative purposes only, subject to change





For illustrative purposes only, subject to change



JOHNSTON
ALLISON HORD
START HERE

For illustrative purposes only, subject to change

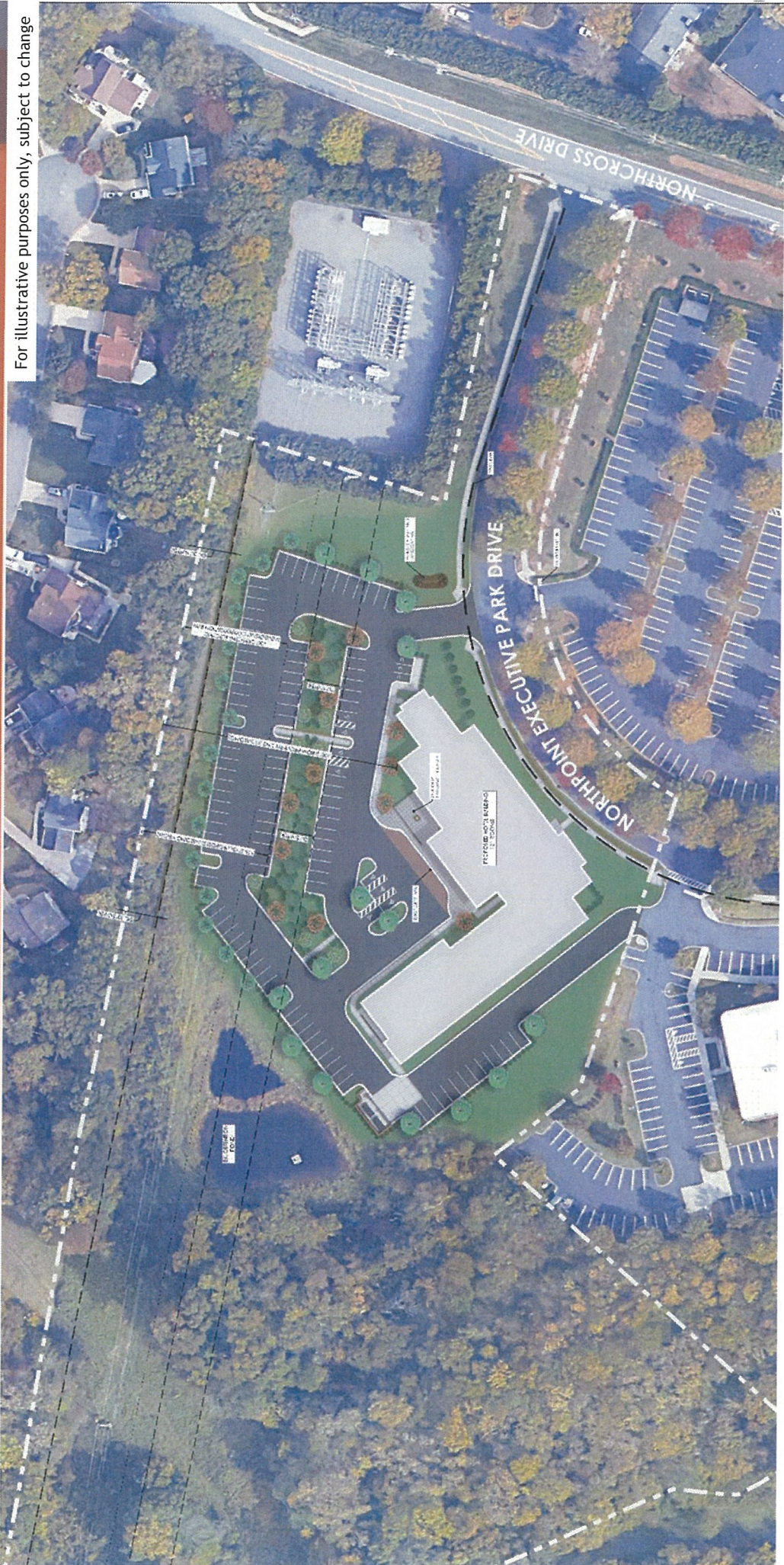


ARCHITECTURE, P.A.

JOHNSTON
ALLISONHORD
START HERE

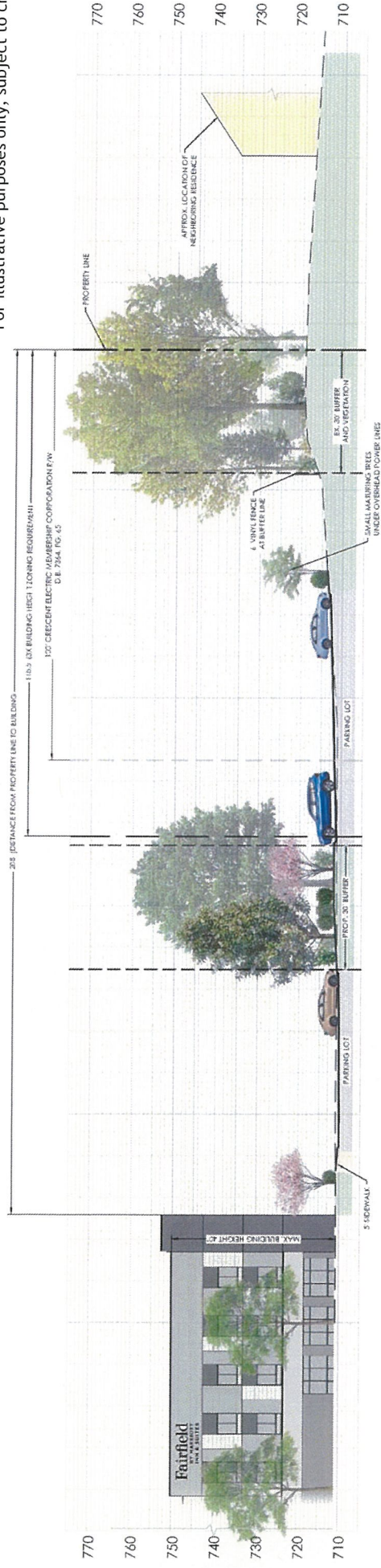
Site Plan & Separation

For illustrative purposes only, subject to change



Cross-Sections & Screening

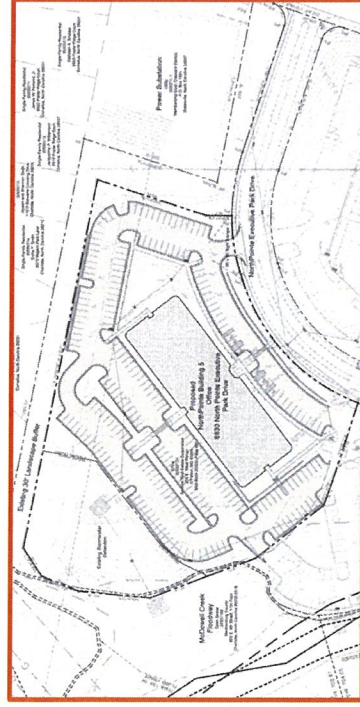
For illustrative purposes only, subject to change



Existing & Proposed Site Plans

Existing Plan

- ▶ Highway Commercial - Conditional
- ▶ 3 Story Office Building
- ▶ Building Coverage: 26,093sf
- ▶ 237 Parking Spaces
- ▶ Structure to Residential: ~110ft
- ▶ Total Impervious Area: 109,553sf



Proposed Plan

- ▶ Highway Commercial - Conditional
- ▶ 3 Story Hotel
- ▶ Building Coverage: 24,650sf
- ▶ 121 Parking Spaces
- ▶ Structure to Residential: 208ft
- ▶ Total Impervious Area: 86,730sf



Previous



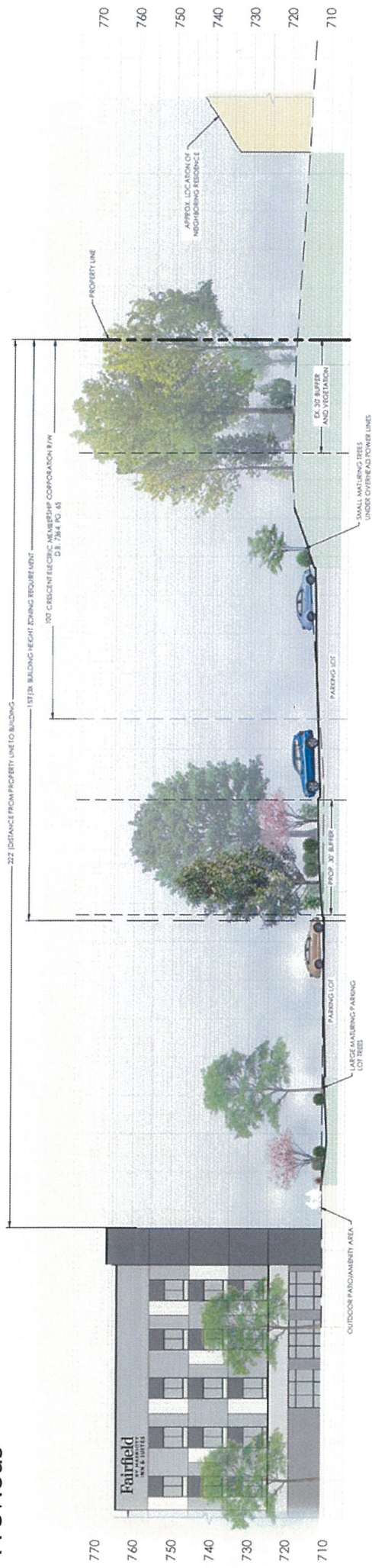
Current



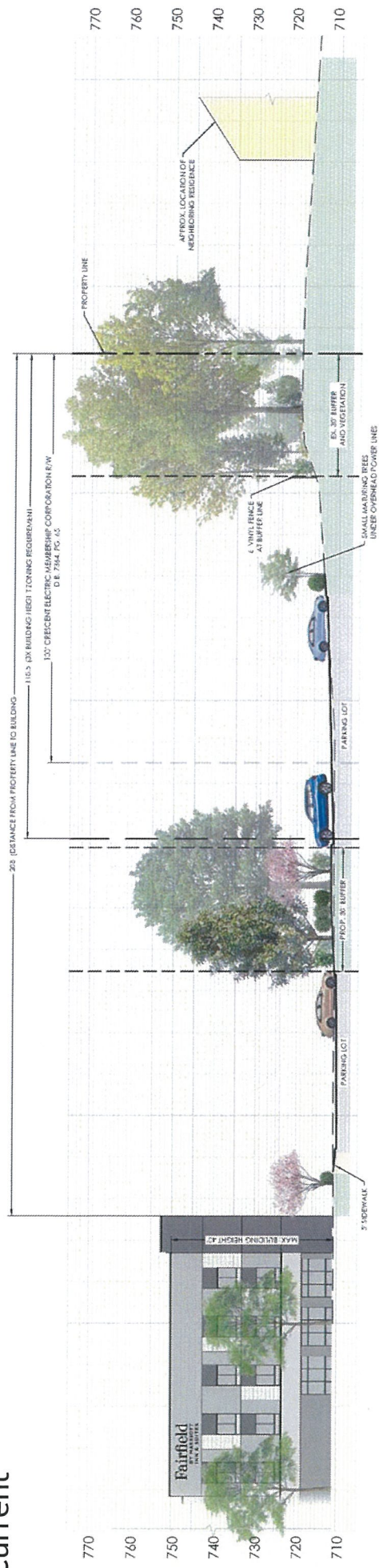
Changes Based on Community Feedback

- ▶ Reduced height of building from four stories to three.
- ▶ Six-foot fence added to existing vegetated area.

Previous



Current



Anticipated Rezoning Schedule

- | | |
|-----------------------------|-------------------------------|
| ▶ First Community Meeting: | March 6 th |
| ▶ Second Community Meeting: | Today, March 20 th |
| ▶ Public Hearing: | May 6 th |
| ▶ Planning Board: | May 28 th |
| ▶ Town Board Decision: | June 17 th |

*These are anticipated dates, subject to change. Please check the Town of Huntersville Planning Department website for updates.

Questions & Discussion



Traffic Impact Analysis (TIA) Application for Determination of TIA Need

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (150) or more peak hour vehicle trips or 1,500 or more daily trips.

In order to determine whether a TIA will be required for your proposed development, please fill out the form below and submit to the Planning Department. A "Determination of TIA Need" will be made within 10 working days.

Applicant: W&A Engineering

Project Name: Northpointe Hotel

Project Address: 8830 Northpointe Executive Park Dr, Huntersville NC 28078

Project Description (including square footage for each proposed land use):
132 room hotel building ; +/-21,000 sf

Applicant

Printed Name W&A Engineering Phone 704-875-1615 ext. 310

☒ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature Tess Fallova

Title Project Manager Email tfallova@waengineering.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 12/21/23

Daily Trips Anticipated 104

Peak Hour Trips Anticipated AM 0 PM 0

TIA Required (Yes/No) No

Date of Determination: 12/28/23

Comments: Determination based on a proposed 132 room hotel replacing a 75,000 square foot general office building. The number of trips above are the average trips anticipated above the office use/intensity.



Town Engineering Rezoning Comment Summary
R24-01 Northpointe Hotel (CSP-5000008)
8830 Northpointe Executive Park Drive (PID 00537204)
Huntersville, NC 28078

General Project Information

The proposed rezoning is located on the northern portion of Northpointe Executive Park Drive and consists of a proposed hotel facility. A driveway on Northpoint Executive Park Drive is proposed.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

- 1) A TIA Determination (attached) was completed for the proposed development. Based on the proposed use and intensity, a TIA for the Town is not required as the trips anticipated are below the Town threshold.

Transportation and Stormwater:

- 1) This project is compliant with the Post-Construction Stormwater Ordinance. The development utilizes a regional stormwater pond located on the subject parcel. Verification that the regional pond still has capacity for the proposed development would be required with preliminary plans. Some minor maintenance may be needed at the pond if it has reduced capacity.
- 2) The rezoning plans, dated 4/11/2024, show a portion of Northpointe Executive Park Drive remaining on a private parcel (PID 00537121). The portion of Northpointe Executive Park Drive shown to be within the proposed public right-of-way (ROW) does not have adequate turnaround typically required of Town maintained roads.
- 3) The existing roadway should be brought to Town standards by making improvements noted by Town Staff prior to acceptance of public road maintenance. The proposed rezoning plan, dated 4/11/2024, has noted this in note 2.A on sheet Z03.



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Patrick Patterson, Planner I

Subject: Public Hearing on Petition #TA24-04 Huntersville Ordinance Advisory Board Bylaw Updates

EXPLAIN REQUEST:

Conduct public hearing on Petition #TA24-04, a request by the Huntersville Planning Department to amend Article 11, Section 11.4.3(a) of the Huntersville Zoning Ordinance and Article 5.000 of the Huntersville Subdivision Ordinance in response to the Huntersville Ordinance Advisory Board bylaw updates.

ACTION RECOMMENDED:

Conduct a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA24-04 Staff Report PH
2. March 7, 2024 HOAB Minutes
3. Application and ordinance combined

TA24-04 HOAB References

PART 1: DESCRIPTION

TA24-04 is a text amendment request by the Town of Huntersville Planning Department to amend Article 11, Section 11.4.3(a) of the Huntersville Zoning Ordinance and Article 5.000 of the Huntersville Subdivision Ordinance in response to the Huntersville Ordinance Advisory Board bylaw updates.

PART 2: BACKGROUND

On March 4th, 2024, the Huntersville Town Board voted to approve amendments to the Huntersville Ordinance Advisory Board (HOAB) bylaws. The amendments to the bylaws have removed the ability for the Huntersville Ordinance Advisory Board to propose text amendments.

The purpose of the text amendment is to align the zoning and subdivision ordinance with the recently adopted bylaws of the Huntersville Ordinance Advisory Board.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

No relevant policies in the Huntersville 2040 Community Plan

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment TA24-04 to stay compliant with the recently updated Huntersville Ordinance Advisory Board (HOAB) bylaws.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD RECOMMENDATION

On March 7, 2024, The Huntersville Ordinance Advisory Board recommended denial of TA24-04, with a vote of (5-1), to remove the references of the Huntersville Advisory Board from Article 11, Section 11.4.3(a) of the Huntersville Zoning Ordinance and Article 5.000 of the Huntersville Subdivision Ordinance.

PART 6: PUBLIC HEARING

The Public Hearing is scheduled for May 6, 2024.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled for May 28th, 2024.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance

PART 9: STATEMENT OF CONSISTENCY – TA24-04		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA24-04, Planning Staff recommends approval based on consistency with all policies of the Huntersville 2040 Community Plan and compliance with State Statutes It is reasonable and in the public interest to amend the Zoning Ordinance because it will provide further clarification to the language.	APPROVAL: In considering the proposed amendment TA24-04, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)	APPROVAL: In considering the proposed amendment TA24-04, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
DENIAL: N/A	DENIAL: In considering the proposed amendment TA24-04, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)	DENIAL: In considering the proposed amendment TA24-04, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, March 7, 2024.

Call to Order/Roll Call

Chairwoman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Jones, S. Harrington, S. Hensley, and H. Whittaker

Voting Members Absent: J. Kluttz, M. Pollard & J. Palillo

Non-Voting Members Present: Commissioner Bergman, B. Richards, T. Barron, and E. Sloop.

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the January 4, 2024, Regular Meeting Minutes

Motion: M. Jones made a Motion to Approve the January 4, 2024, regular meeting minutes as amended. S. Harrington seconded the motion.

Vote: The motion passed unanimously (6-0).

Public Comments

G. Campbell, Huntersville

D. Boone, Huntersville

Action Agenda

4A. TA24-03: Conditional District. Proposed amendment to clarify the intent of the zoning districts and modify ordinance allowance considerations in the Conditional District (CD) rezoning process.

B. Priest, Assistant Planning Director reviewed the proposed text amendment.

K. Jones asked if there were examples of approved conditional rezonings that would have been handled differently had this text amendment been in place. Staff explained that there are no examples since the conditional rezoning process is entirely legislative the Town Board can negotiate the results. This amendment is an attempt to give some idea of what the results could be but does not seek to lock in one way or another what the results will be without the legislative process.

M. Jones commented that he likes the flexibility but it might be good to add some language to this to avoid creating liability for the Town as the flexibility is subject to N.C.G.S. 160D-702b. Staff clarified that it was intentional in the draft of this amendment to continue to allow Zoning Ordinance Article 11.4.7 to deal with the requirements and actual process of approving

conditional rezonings which highlights that all conditions must be voluntary and cannot violate 160D or make someone do something arbitrary. This amendment is to Article 3 which is the intent, the high-level vision and goals.

H. Whittaker asked what the Town would gain from this versus what we currently have. A. Hallman also asked about why this type of change is needed. Staff commented that the goal is to gain more flexibility in what we can negotiate on with the applicant. The proposed amendment could allow staff when meeting with the applicant to have more flexibility to share with them the 2040 Plan goals and vision to try to get better design and better development.

S. Hensley described the proposed amendment as lowering the guardrails and asked if there are still guardrails in place within the proposed amendment to ensure that the legislative process is properly executed. Staff responded that the Town Board would really be the guardrails, the proposed amendment and the 2040 Plan wording are to increase flexibility. There are many unique designs and projects that the Ordinance, written in 1996, does not envision. The statement within the Zoning Ordinance that a project be within the spirit of the ordinance can be limiting.

Motion: K. Jones made a motion to recommend Approval of TA24-03, a request by Huntersville Planning Department for a text amendment. S. Hensley seconded the motion.

A. Hallman commented that the legislative process seems to grant full flexibility already so she doesn't see how this would help one way or another. Staff provided an example of downtown parking and that there is no flexibility that staff can support at this time, but some projects and parcels could really benefit from requesting a condition to have parking requirements waived.

Vote: The motion passed (5-1) with A. Hallman opposed.

4B. TA24-04: Proposed amendment to remove reference to Ordinance Advisory Board from Zoning Ordinance Article 11.4.3(a) and Subdivision Ordinance Article 5.000

B. Richards, Planning Director reviewed the proposed text amendment as a result of the adoption of the updated Ordinance Advisory Board Rules of Procedure on Monday, March 4, 2024, by the Town Board.

M. Jones requested that it be noted in the minutes that the updated rules of procedure have not been signed by the mayor and therefore the Board is not yet subject to the updated rules of procedure. Additionally, the agenda was changed without the consent of the Board Chair. Staff stated that the rules of procedure have been signed by the mayor and the email was just sent to the Board members.

Motion: K. Jones made a motion to Approve TA24-04, proposed amendment to remove reference to Ordinance Advisory Board from Zoning Ordinance Article 11.4.3(a) and Subdivision Ordinance Article 5.000. S. Harrington seconded the motion.

H. Whittaker asked what the purpose of his volunteering for this Board was with these changes. The Chair responded that with these changes the Board will serve the purpose of hearing and discussing only what staff presents to them.

K. Jones stated that it was explained to her by the previous Planning Director that her role was to look at ordinances and offer suggestions to Staff for text amendments, not to write or submit something for a text amendment. She then asked when the intent of the Board changed. Staff responded that the evolution of the Ordinance and Board are an on going process and subject to change.

S. Hensley commented that he was not in support of the changing of the bylaws but it has been done and now this text amendment falls within the scope of what the Ordinance Advisory Board is tasked to complete. Given the change to the bylaws he will support the motion but he would have preferred no action on this item.

A. Hallman commented that she understands that the bylaws have passed but she disagrees with this change. She does not believe that this is in the public interest and she understands that the vote of this board does not matter, the item will move forward.

Vote: The motion failed (1-4-1) with A. Hallman, M. Jones, S. Harrington, K. Jones opposed and H. Whittaker abstaining.

Motion: A. Hallman made a motion to Deny TA24-04, proposed amendment to remove reference to Ordinance Advisory Board from Zoning Ordinance Article 11.4.3(a) and Subdivision Ordinance Article 5.000. M. Jones seconded the motion.

Vote: The motion passed (5-0-1) with S. Hensley abstaining.

Other Business

5A. Follow up discussion related to street stubs.

B. Richards, Planning Director reviewed the connectivity goals as outlined in the 2040 Long Range Community Plan. Staff stated that the Engineering Standards guide does review curb cuts and sidewalks and there are existing developments that were approved prior to the current standards which were adopted in 2018. S. Trott, Director of Engineering provided examples around Town of the variety of curb cuts, sidewalks, cul-de-sac that exist in the Town.

S. Harrington commented that he is satisfied knowing that the standards are in place to ensure that pedestrians and persons in wheelchairs have a safe and accessible way to cross the street. In his opinion, the goal has never been to go back and mitigate developments prior to 2018.

S. Hensley asked staff if they were comfortable with the current process, or if they feel that any changes should be made to address this further. Staff stated that they are comfortable with the current process.

Adjourn

Motion: H. Whittaker made a Motion to Adjourn. M. Jones seconded the motion.

Vote: The motion passed unanimously (6-0).

Approved this ____ day of _____ 2024.

Chair or Vice Chair

Board Secretary



Text Amendment Application

Date of Application 3/5/2024

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

☐ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): 11.4.3(a) Article(s): _____ Section(s): _____
Subdivision 5.000

See attached

Current Ordinance

Proposed Text

Reason for Proposed
Change

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name Town of Huntersville

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature Brian Richards Date 03/05/2024

Title Planning Director Email _____

Address of Applicant _____

Property Owner (if different than applicant)

* Printed Name _____

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

Contact Information

**Town of Huntersville
Planning Department**
PO Box 664
Huntersville, NC 28070

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

**AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE ZONING ORDINANCE AND
SUBDIVISION ORDINANCE TO REMOVE REFERENCES OF THE HUNTERSVILLE
ORDINANCES ADVISORY BOARD**

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 11.4.3(a) of the Zoning Ordinance, Initiation, is hereby amended as follows:

Initiation.

1. Any amendment to the Zoning Ordinance text or Zoning Map, except for the classification of property to a conditional zoning district or MH Overlay or to down-zone property as defined by N.C.G.S. 160D-601 may be initiated:
 1. By the Town Board, ~~Huntersville Ordinances Advisory Board~~, or the Planning Board on its own resolution;
 2. By the property owner(s), upon filing an official petition, submitting the fee established by the Town Board, and providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, provided in digital form if possible;
 3. By someone other than the property (if not a request to down-zone property) owner following:
 1. filing of an official petition and submission of the established fee by the initiating party; and in addition, for a map amendment, providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, or, for a text amendment, submitting the prepared text and rationale for seeking the amendment;
 2. preliminary evaluation by the Planning Board to evaluate consistency of the proposal with the objectives and policies of plans adopted by the Town of Huntersville; and
 3. determination by the Town Board whether the petition should be granted a public hearing or rejected.

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 5.000 of the Subdivision Ordinance, Amendments, is hereby amended as follows:

5.000 AMENDMENTS

The Planning Staff may from time to time, and at the request of the ~~Huntersville Ordinances Advisory Board~~, Huntersville Town Board, or Planning Board shall prepare certain amendments

to the text of the Subdivision Ordinance to correct errors, update or modify the requirements, or otherwise modify the operation of the ordinance in regulating the subdivision of land.

Amendments to this ordinance may only be enacted pursuant to public notice and public hearing on the proposed amendments. Notice of such public hearing shall be published once per week for two successive weeks in a newspaper of general circulation in the Town of Huntersville. The notice shall be first published not less than ten (10) days nor more than twenty-five (25) days prior to the date fixed for the hearing. The notice shall indicate the date, time, and place of the hearing and shall include a statement of the substance of the proposed amendment.

All text amendments must be referred to the Planning Board for a recommendation prior to final action by the Town Board. If no written report is received from the Planning Board within 30 days of referral of the amendment to that board, the governing board may act on the amendment without the Planning Board report.

Section 3. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD:
PLANNING BOARD:
TOWN BOARD:

11.4 Amendment Process

3. Initiation.

1. Any amendment to the Zoning Ordinance text or Zoning Map, except for the classification of property to a conditional zoning district or MH Overlay or to down-zone property as defined by N.C.G.S. 160D-601 may be initiated:
 1. By the Town Board, ~~Huntersville Ordinances Advisory Board~~, or the Planning Board on its own resolution;
 2. By the property owner(s), upon filing an official petition, submitting the fee established by the Town Board, and providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, provided in digital form if possible;
 3. By someone other than the property (if not a request to down-zone property) owner following:
 1. filing of an official petition and submission of the established fee by the initiating party; and in addition, for a map amendment, providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, or, for a text amendment, submitting the prepared text and rationale for seeking the amendment;
 2. preliminary evaluation by the Planning Board to evaluate consistency of the proposal with the objectives and policies of plans adopted by the Town of Huntersville; and
 3. determination by the Town Board whether the petition should be granted a public hearing or rejected.
2. An amendment for the reclassification of property to a conditional zoning district or a MH Overlay district, may be initiated only by the owners of all of the property to be included in the district and shall be accompanied by an official petition, the established fee, and documentation as required by paragraph 1) below and as may be required by paragraph 2), below.
 1. A petition requesting the reclassification of property to a conditional zoning district or overlay district must be accompanied by a site plan, drawn to scale, and any necessary supporting text, which shall include all data specified in paragraphs (A) through (N) below that are applicable to the project. Where the type of use or scale of proposal makes providing any of the following items unnecessary or impractical, the Planning Director may waive individual items.
 1. A boundary survey and vicinity map showing the property's total acreage, zoning classification(s), general location in relation to major streets, railroads, and/or waterways, date, and north arrow;
 2. Existing topography on the site and within 300 feet of the boundary of the site; and the general nature of the proposed topography at four-foot contour intervals or less;

3. All existing easements, reservations, rights-of-way, and any other restrictions on the use of the land;
 4. Number and general location of proposed structures;
 5. Proposed use of all land and structures, including the number of residential units or the total square footage of any nonresidential development;
 6. All yards, buffers, screening, and landscaping required by these regulations;
 7. Any screening, buffers, and landscaping proposed over and above that required by these regulations, as well as proposed treatment of any existing natural features;
 8. All existing and proposed points of access to public streets; the location of proposed new streets;
 9. Delineation of areas within the regulatory floodplain as shown on the Official Floodway Maps for Mecklenburg County;
 10. Proposed number and location of signs;
 11. Proposed phasing, if any, and approximate completion time for the project;
 12. The location of existing and proposed storm drainage patterns and facilities intended to serve the development;
 13. Traffic, parking, and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets, existing and proposed;
 14. A listing of adjoining properties including tax parcel numbers and the name and address of each owner, provided in digital form if possible.
2. In the course of evaluating the proposed use, the Planning Director, Planning Board or Town Board of Commissioners may request additional information from the petitioner. Information requested may include the following:
 1. The location of significant trees on the petitioned property;
 2. Scale of buildings relative to adjoining properties, including sight lines;
 3. Height of structures;
 4. Exterior features of proposed development;
 5. Any other information needed to demonstrate compliance with these regulations.
 3. The site plan, building elevations, perspectives, sections, and any supporting text shall constitute part of the petition for all purposes under these regulations.

3. The Planning Department shall determine the number of copies of each petition and other required documentation to be submitted by the petitioner so that copies may be circulated to all appropriate agencies for review and comment. A statement analyzing the reasonableness of the proposed via certified mail rezoning shall be prepared for each petition for a rezoning to a special or conditional use district, or a conditional district, or other small-scale rezoning.
4. Before a public hearing may be held on a petition for a conditional zoning, the petitioner must file in the Office of the Planning Department a written report of at least one community meeting held by the petitioner. Notice of such a meeting shall be provided to all of the following, using the parcel ownership information listed in the current Mecklenburg County tax records:
 1. Owner of each property petitioned for rezoning
 2. Owner of each abutting property
 3. Owner of each property within 250 feet of the petitioned property
 4. Owner of each property directly across a street, easement, or right-of-way, public or private, from the petitioned property
 5. Owner of each property across a street, easement, or right-of-way, and within 250 feet of the right-of-way boundary opposite the petitioned property
 6. Contact person for each neighborhood association, property owner association, and homeowner association registered with the Town Planning Department that has jurisdiction over property within 2,000 feet of any portion of the rezoning site (distance scaled on a Town of Huntersville or Mecklenburg County official map). If fewer than two registered associations are identified within 2,000 feet of the rezoning site, it is the responsibility of the petitioner to identify and include unregistered associations or associations beyond 2,000 feet of the site, such that no fewer than two neighborhood, property owner, or homeowner associations are notified of the community meeting.
 7. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this paragraph, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this paragraph shall be considered by the Town Board but shall not be subject to judicial review.

5.000 AMENDMENTS

The Planning Staff may from time to time, and at the request of the ~~Huntersville Ordinances Advisory Board~~, Huntersville Town Board, or Planning Board shall prepare certain amendments to the text of the Subdivision Ordinance to correct errors, update or modify the requirements, or otherwise modify the operation of the ordinance in regulating the subdivision of land.

Amendments to this ordinance may only be enacted pursuant to public notice and public hearing on the proposed amendments. Notice of such public hearing shall be published once per week for two successive weeks in a newspaper of general circulation in the Town of Huntersville. The notice shall be first published not less than ten (10) days nor more than twenty-five (25) days prior to the date fixed for the hearing. The notice shall indicate the date, time, and place of the hearing and shall include a statement of the substance of the proposed amendment.

All text amendments must be referred to the Planning Board for a recommendation prior to final action by the Town Board. If no written report is received from the Planning Board within 30 days of referral of the amendment to that board, the governing board may act on the amendment without the Planning Board report.



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Patrick Patterson, Planner I

Subject: Public Hearing on Petition #ANNEX 24-02 Magnolia Huntersville II Annexation

EXPLAIN REQUEST:

Conduct a public hearing on Petition #ANNEX 24-02, a request by Magnolia Huntersville II, LLC, to annex 82.928 acres into the Town of Huntersville. Parcel ID# (01126113, 01107350, 01107349).

ACTION RECOMMENDED:

Conduct a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

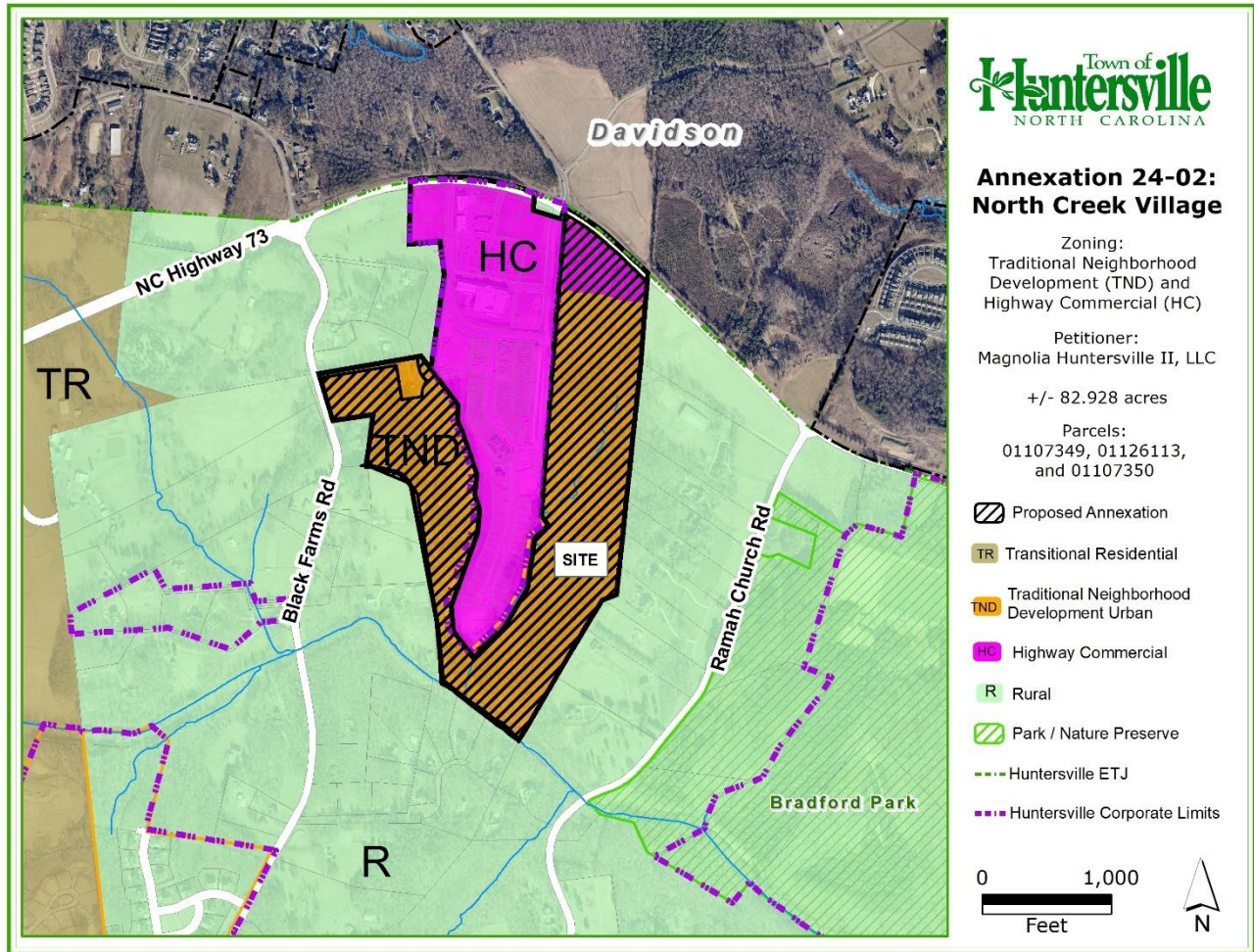
1. Annex 24-02 North Creek Village Staff Report
2. A- Annexation Application
3. B- North Creek Village Phase II Annexation Plat
4. C- Signed Certificate of Sufficiency - Magnolia Huntersville II - 04082024
5. D- Resolution Fixing Date of Public Hearing on North Creek Village Annexation Signed
6. E- Annex 24-02 North Creek Village Annex Ordinance
7. F- Legal Ad-Confirmation
8. G- Metes and Bounds

Annexation Petition # 24-02 (Non-Contiguous) North Creek Village ("North Creek Mixed-Use")

EXPLANATION OF THE REQUEST

Petition Annex #24-02 is for non-contiguous annexation into the Town of Huntersville of 82.928-acres consisting of three (3) parcels that make up part of the North Creek Village subdivision located south of NC 73. Parcel ID# (01126113, 01107350, 01107349).

LOCATION



BACKGROUND

The petitioner, Huntersville Magnolia Development Company, LLC has filed a petition to consider voluntary, non-contiguous annexation pursuant to North Carolina General Statutes Section 160A-58.1 et seq. A Resolution of Intent to Annex was adopted by the Board of Commissioners on April 15, 2024, pursuant to N.C.G.S.160A-58.1; the proposed area to annex is 82.928-acres.

All statutory requirements for annexation have been met:

- The Petition Requesting Annexation was received on March 6, 2024 (see Attachment).
- The Town Clerk certified the sufficiency of the Petition on April 8, 2024 (see Attachment).
- The Town Board adopted a resolution of Intent to annex said property and set the date for the public hearing as May 6, 2024 (see Attachment).
- Notice of the public hearing has been placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on April 21, 2024 (see Attachment).

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Town Board approve the petition with Mayor's signature on the associated ordinance. If the final action of this annexation takes place on May 6, 2024, the voluntary, non-contiguous annexation would also become effective on May 6, 2024.

ATTACHMENTS

- A - Non-Contiguous Annexation Petition
- B - Annexation Plat
- C - Certificate of Sufficiency
- D - Resolution of Intent to Annex
- E - Non-Contiguous Annexation Ordinance
- F - Public Hearing Ad
- G - Metes & Bounds Description



Annexation **P**etition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. Parcels proposed to be Annexed:

01107349

01126113

01107350

3. The area to be annexed is (contiguous) ~~(non-contiguous)~~ [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner ~~(does)~~ (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

R21-06 Conditional Rezoning and Sketch Plan for North Creek Mixed-Use approved on

October 18, 2021, as amended, including administrative amendments approved on

March 24, 2022 and March 7, 2023.

Petitioner & Owner Signature

Petitioner

Petitioner: MAGNOLIA HUNTERSVILLE II, LLC, a North Carolina limited liability company

01107349

Parcel(s) Owned

See Attached

3/6/24

Signature of Petitioner

Date

Signature of All Owners of Property Proposed for Annexation

1. Property Owner(s): MAGNOLIA HUNTERSVILLE II, LLC, a North Carolina limited liability company

01107349

Parcel(s) Owned

See Attached

3/6/24

Signature of Property Owner(s)

Date

2. Property Owner(s): CND-NORTH CREEK 2, LLC, a North Carolina limited liability company

01126113

Parcel(s) Owned

See Attached

3/6/24

Signature of Property Owner(s)

Date

3. Property Owner(s): NORTH CREEK MULTIFAMILY LLC, a Delaware limited liability company

01107350

Parcel(s) Owned

See Attached

3/6/24

Signature of Property Owner(s)

Date

4. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

PETITIONER AND PROPERTY OWNER:

MAGNOLIA HUNTERSVILLE II, LLC, a North Carolina
limited liability company

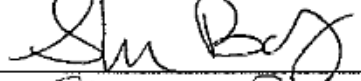
By: 

Name: Stephen T. Vinson

Title: Operations Manager

PROPERTY OWNER:

CND-NORTH CREEK 2, LLC, a North Carolina
limited liability company

By: 

Name: Shannon Boling

Title: Area Land Manager

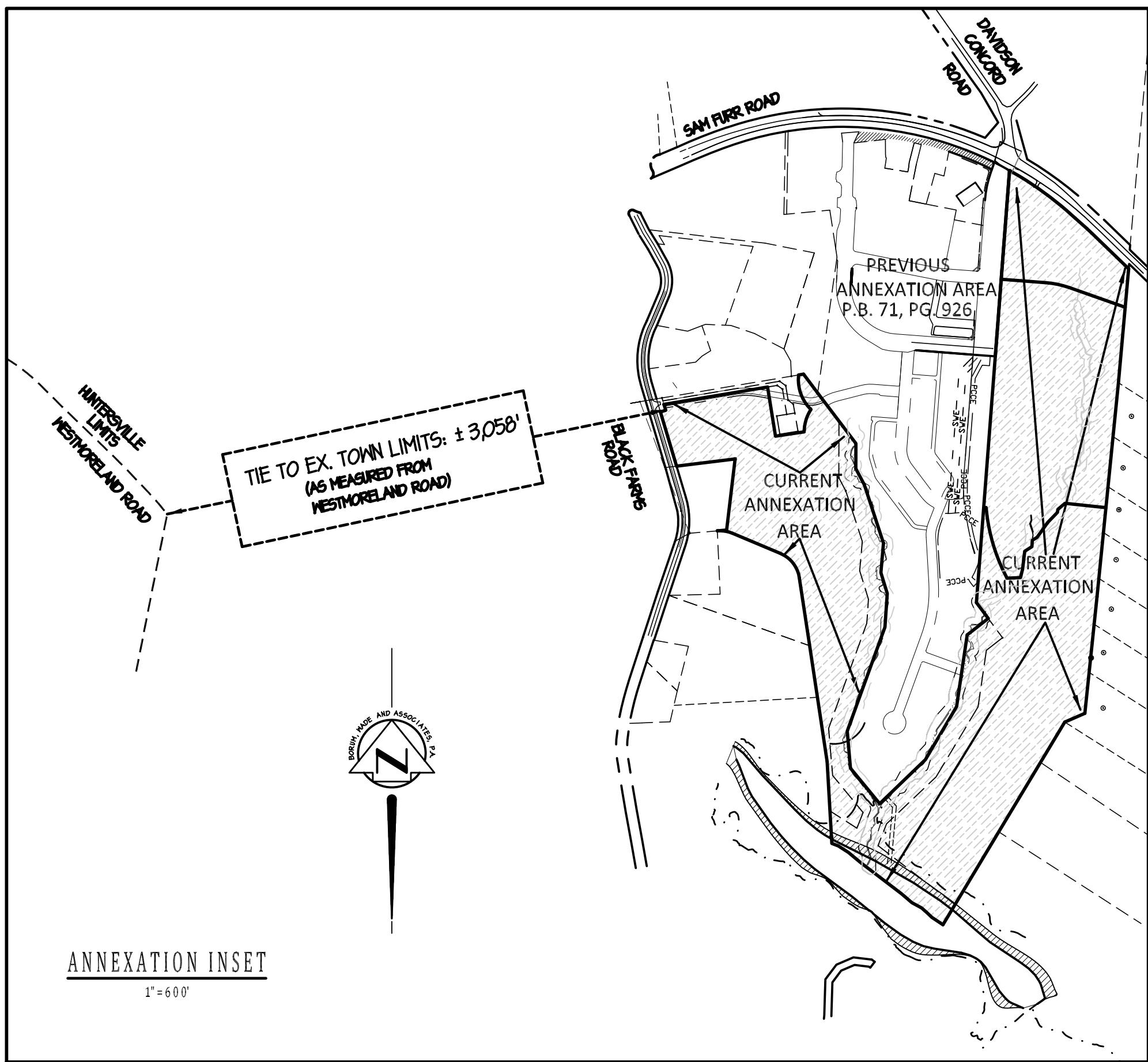
PROPERTY OWNER:

NORTH CREEK MULTIFAMILY LLC, a Delaware
limited liability company

By: 

Name: Thomas R Barker

Title: Authorized Representative



SURVEYOR'S CERTIFICATION
I, Peter E. Glud, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book ---, Page ---, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book ---, Page ---; 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, BY COORD. COMPUTATION

This survey creates a subdivision of land within the area of a County or Municipality that has an ordinance that regulates parcels of land.

Seal this ---th day of February, A.D. 2024

Surveyor _____ Registration Number L-3330

OWNER CERTIFICATION:
THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE OWNERS OF THE DESCRIBED PROPERTY BEING ANNEXED.

NORTH CREEK MULTIFAMILY, LLC

Thomas R. Barker (Authorized Representative) _____ Date _____

MAGNOLIA HUNTERSVILLE II, LLC,
a North Carolina limited liability company

Stephen T. Vinson (Operations Manager) _____ Date _____

CND-NORTH CREEK 2 LLC,
a North Carolina limited liability company

_____, _____ Date _____

ANNEXATION CERTIFICATION

This Plat represents one area Annexed to the Town of Huntersville, North Carolina pursuant to NCGS 160A-58.1, by ordinance duly adopted February 15, 2021 (Annexation Ordinance, Annex 20-02) and is not subject to review or approval by the Mecklenburg Planning Commission.

_____ day of _____

This _____

Mayor
Town of Huntersville

Attest:
Town Clerk

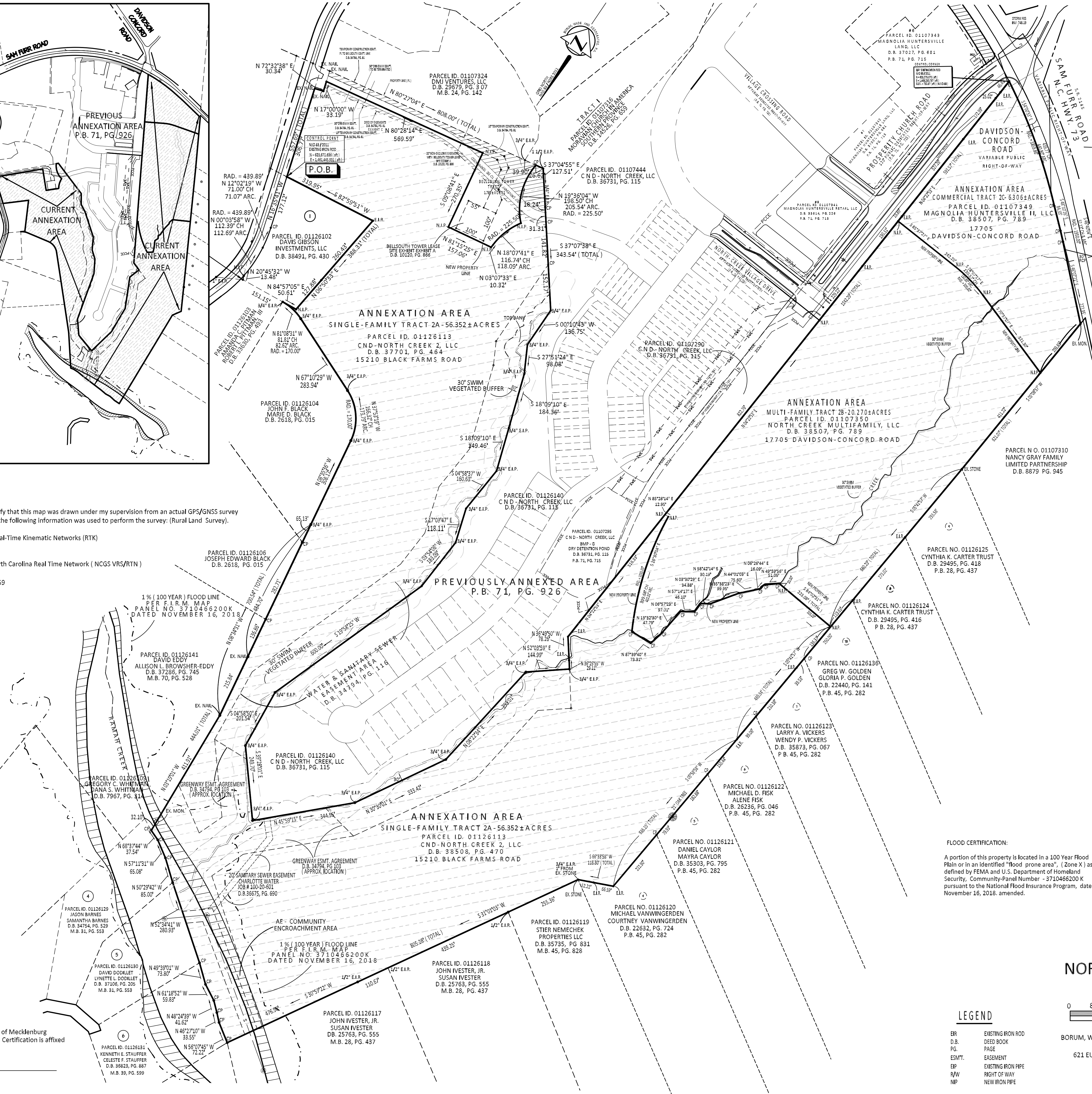
REVIEW OFFICER

I, _____, Review Officer of Mecklenburg County, Certify that the map or plat to which this Certification is affixed meets all statutory requirements for recording.

Review Officer _____ Date _____

SURVEYOR'S CERTIFICATION

I, Peter E. Glud, certify that this map was drawn under my supervision from an actual GPS/GNSS survey made under my supervision and the following information was used to perform the survey: (Rural Land Survey).
Positional Accuracy: <0.10'
Type of GNSS field procedure: Real-Time Kinematic Networks (RTK)
Date of Survey: June 8, 2017
Datum/Epoch: NAD 83 / 2011
Published /Fixed-control use: North Carolina Real Time Network (NCGS VRS/RTN)
Geoid Model: Geoid 128
Combined Grid Factor: 0.99984259
Units: U.S. Survey Feet

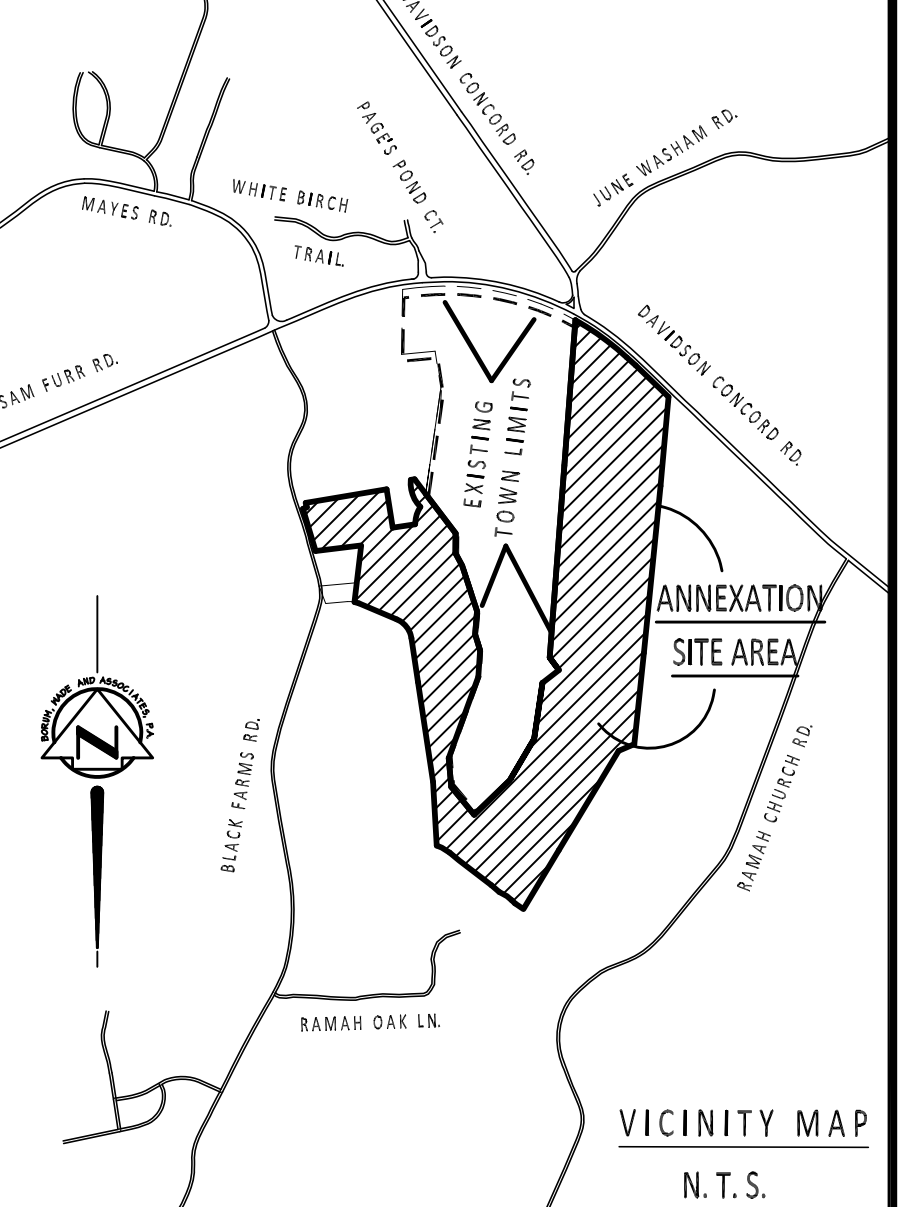


FLOOD CERTIFICATION:

A portion of this property is located in a 100 Year Flood Plain or in an identified "flood-prone area", (Zone X) as defined by FEMA and U.S. Department of Homeland Security, Community-Panel Number - 3710466200 K pursuant to the National Flood Insurance Program, dated November 15, 2018, amended.

LEGEND

EBR EXISTING IRON ROD
D.B. DEED BOOK
PG. PAGE
ESMT. EASEMENT
EP EXISTING IRON PIPE
RW RIGHT OF WAY
NP NEW IRON PIPE



**ANNEXATION AREA:
SIGHT INFORMATION**

TOTAL AREA: 82.928 ± ACRES

SINGLE-FAMILY TRACT 2A 56.233 ±AC.
PARCEL ID 01126113
DEED REFERENCE: D.B. 38507, PG. 470
ZONING TN-U(CD)

MULTI-FAMILY TRACT 2B 20.270 ±AC.
PARCEL ID 01107350
DEED REFERENCE: D.B. 38507, PG. 789
ZONING TN-U(CD)

COMMERCIAL TRACT 2C 6.306 ±AC.
PARCEL ID 01107349
DEED REFERENCE: D.B. 38507, PG. 789
ZONING TN-U(CD)

MISCELLANEOUS NOTES:

AREA DETERMINED BY COORDINATE METHOD
ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

LINE SHOWN DASHED ARE NOT A PART OF THIS SURVEY AND ARE TAKEN FROM REFERENCES SHOWN HEREON.

BOUNDARY INFORMATION TAKEN FROM FIELD DATA BY BORUM, WADE & ASSOCIATES, P.A. AND RECORDED INFORMATION BASE BEARING - NAD 83 / NSRS-2011 COORDINATE ROTATION. REFERENCE PUBLISHED NCGS MON. " HOPEWELL RESET ", N = 629,715.637' (sft) E = 1,459,878.153' (sft)

EXISTING IRON PIPES REFERENCED AT PROPERTY CORNERS ALL OTHER PROPERTY CORNERS WILL BE NEW IRON PIPES.

OBSERVED IN THE PROCESS OF PERFORMING THE FIELD WORK FOR THE SURVEY, THERE WAS NO ABOVE GROUND VISIBLE EVIDENCE OF CEMETERIES OR FAMILY BURIAL GROUNDS FOUND WITHIN THE PROPERTY BOUNDARIES.

THE BOUNDARY LINES OF THE PROPERTY ARE CONTIGUOUS AND CONTAIN NO GAP, GORES OR OVERLAPS.

THERE ARE NO PUBLISHED NAD 83/2011 MONUMENTS WITHIN 2000' OF THE SURVEYED PROPERTY.

**PRELIMINARY
MAP**

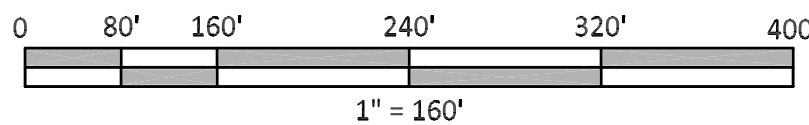
NOT FOR RECORDATION, CONVEYANCES,
OR SALES

NOTE - PURPOSE OF MAP:

THE PURPOSE OF THIS MAP IS TO MAP THE BOUNDARY OF THE LAND AREA FOR ANNEXATION INTO THE TOWN OF HUNTERSVILLE

**ANNEXATION PLAT FOR
NORTH CREEK VILLAGE PHASE II**

DATE: MARCH 20, 2024



BORUM, WADE AND ASSOCIATES, P.A. - ENGINEERS, PLANNERS, SURVEYORS
P.O. BOX 21862 GREENSBORO, N.C. 27420-1862
621 EUGENE CT., SUITE 100, GREENSBORO, NORTH CAROLINA 27401
PHONE: (336) 275-0471 FAX: (336) 275-3719
WEB: www.borum-wade.com
N.C. LICENSE #: C-0868

C-1654-C



CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition by Magnolia Huntersville II, LLC for the non-contiguous annexation of certain property known as North Creek Village Property, and hereby make the following findings:

- a) The petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58.1.

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

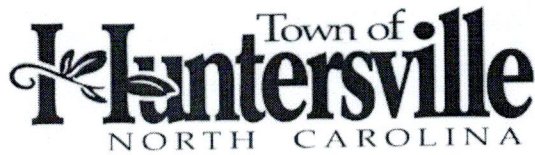
- a) The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the Town of Huntersville.
- b) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the Town of Huntersville.
- c) The area is situated so that the Town of Huntersville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
- d) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to N.C.G.S. §160A-58.1.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 8th day of April, 2024.




Janet Pierson, Town Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO N.C.G.S. 160A-58.2**

(NORTH CREEK VILLAGE, PETITION BY MAGNOLIA HUNTERSVILLE II, LLC)

Resolution No. R-2024-12

WHEREAS, A petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, The Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: by the Board of Commissioners of the Town of Huntersville, North Carolina:

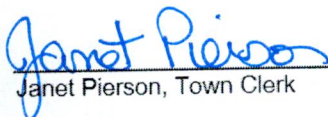
Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at the Huntersville Town Hall located at 101 Huntersville-Concord Road Huntersville NC 28078, at 6:00 p.m. on May 6th, 2024.

Section 2. The area proposed for annexation is described as follows:
(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.

Adopted this 15 day of April, 2024

ATTEST:


Janet Pierson, Town Clerk




Christy Clark, Mayor

APPROVED AS TO FORM:

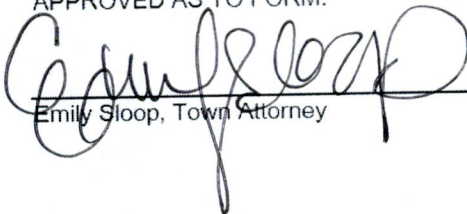

Emily Sloop, Town Attorney

Exhibit A: "North Creek Village" Property Metes & Bounds.

Being all that certain lot, parcel, or tract of land located in Huntersville Township, Mecklenburg County, North Carolina, described as follows:

Beginning at an existing iron rod located in the eastern margin of the right-of-way of Black Farms Road (a 60' public right-of-way) with NAD 83/2011 coordinates of N = 623,671.636 (sft) and E = 1,461,445.531 (sft), the POINT AND PLACE OF BEGINNING; thence from such existing iron rod with the eastern margin of the right-of-way of Black Farms Road, **North 16° 35' 41" West**

306.77 feet to an existing nail; thence leaving the eastern margin of the right-of-way of Black Farms Road along a new boundary line for the following eight (8) courses and distances: **(i) North 72° 32' 38" East 30.34 feet to an existing nail; (ii) North 17° 00' 00" West 33.19 feet to an existing nail; (iii) North 80° 28' 14" East 569.59 feet to a new iron pipe; (iv) South 09° 08' 41" East 270.35 feet to a new iron pipe; (v) North 81° 15' 25" East 157.06 feet to a new iron pipe; (vi) North 03° 07' 33" East 10.32 feet to a point; (vii) along a curve the right having a chord bearing and distance of North 18° 07' 41" East 116.74 feet and an arc length of 118.09 feet and a radius of 225.50 feet to a new iron pipe; (viii) along a curve to the right having a chord bearing and distance of North 19° 36' 04" West 198.50 feet with an arc length of 205.54 feet and a radius of 225.50 feet to a computed point** in a southern line of the property of the Moravian Church in America Southern Province, now or formerly, as described in deed recorded in Deed Book 14526, Page 659 in the Office of the Mecklenburg County Register of Deeds (the "Registry"), being tax parcel identification no. 01107316 (the "Moravian Property"); thence with the southern boundary lines of the Moravian Property the following two (2) courses and distances:

(i) North 80° 27' 04" East 26.62 feet to a 1 ½ inch existing iron pipe; and (ii) South 37° 04' 55" East 127.51 feet to a ¾ inch existing iron rod in the common corner of the aforesaid Moravian Property and the property of CND-North Creek, LLC, either now or formerly, as described in deed recorded in Deed Book 36731, Page 115 of the Registry, having tax parcel ID 01107444 (the "CND Property"); thence with the western and eastern boundary lines of the CND Property the following eighteen (18) courses and distances: **(i) South 37° 07' 38" East 343.54 feet to a ¾ inch existing iron pipe; (ii) South 00° 10' 43" West 136.75 feet to a ¾ inch existing iron pipe; (iii) South 27° 51' 24" East 98.08 feet to a ¾ inch existing iron pipe; (iv) South 18° 09' 10" East 184.36 feet to a ¾ inch existing iron pipe; (v) South 18° 09' 10" East 149.46 feet to a ¾ inch existing iron pipe; (vi) South 04° 58' 37" West 160.63 feet to a 3/4/ inch existing iron pipe; (vii) South 17° 03' 47" East 118.11 feet to a ¾ inch existing iron pipe; (viii) South 03° 54' 06" West 183.09 feet to a ¾ inch existing iron pipe; (ix) South 19° 58' 25" West 600.00 feet to a ¾ inch existing iron pipe; (x) South 04° 58' 50" East 201.54 feet to a ¾ inch existing iron pipe; (xi) South 39° 28' 01" East 249.70 feet to a ¾ inch existing iron pipe; (xii) North 45° 59' 15" East 344.55 feet to a ¾ inch existing iron pipe; (xiii) North 30° 30' 01" East 333.42 feet to a ¾ inch existing iron pipe; (xiv) North 08° 22' 34" East 393.01 feet to a ¾ inch existing iron pipe; (xv) North 52° 03' 59" East 144.99 feet to a ¾ inch existing iron pipe; (xvi) North 36° 25' 55" West 29.11 feet to an existing iron rod; (xvii) North 36° 49' 50" West 78.26 feet to an existing iron rod; and (xviii) North 04° 22' 53" East 516.33 feet to a new iron pipe**; thence with the eastern boundary line of the CND Property and continuing with the eastern margin of the right of way of Prosperity Church Road (a 120 foot public right of way) **North 04° 22' 53"**

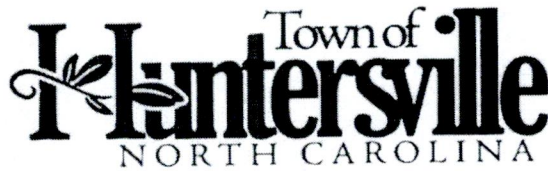
East 1,242.29 feet to a ¾" new iron pipe; thence with the eastern margin of the right-of-way of Prosperity Church Road the following five (5) courses and distances: **(i) North 04° 22' 53" East 19.89 feet to an existing iron rod; (ii) North 04° 22' 53" East 327.26 feet to an existing iron rod; (iii) North 04° 22' 53" East 172.99 feet to an existing iron rod; (iv) North 04° 22' 53" East 25.02 feet to an existing iron rod; and (v) North 04° 22' 53" East 46.41 feet to a ¾" existing iron rod** located at the southeast corner of the intersection of Prosperity Church Road (a 120' public right-of-way) and Sam Furr Road/NC Hwy 73 (a variable width right-of-way), such ¾ inch existing iron rod having NAD 83/2011 coordinates of N=625,275.070 (sft) and E=1,463,250.737 (sft) and Elev.=752.97 (sft) (NAVD-88); thence from such existing iron rod with the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73 (a variable width public right-of-way) the following four (4) courses and distances: **(i) along a curve to the right having a chord bearing and distance of South 54° 00' 33" East 439.77 feet and an arc length of 440.80 feet and a radius of 1,859.86 feet to a computed point; (ii) South 48° 10' 26" East 84.35 feet to a computed point; (iii) along a curve to the right having a chord bearing and distance of South 46° 40' 04" East 37.13 feet and an arc length of 37.13 feet and a radius of 1,950 feet to a computed point; and (iv) South 46° 07' 21" East 277.95 feet to an existing monument,** such existing monument being located at the intersection of the western line of the property of Nancy Gray Limited Family Partnership (the "Gray Property"), either now or formerly, as described by instrument recorded in Deed Book 8879, Page 945, of the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Registry") having tax parcel identification no. 01107310 and the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73; thence from such existing monument with the western boundary line of the Gray Property **South 05° 08' 37" West 209.85 feet to a new iron pipe;** thence with the western boundary of the Gray Property **South 05° 08' 37" West 411.22 feet to an existing stone,** such existing stone being a common corner of the Gray Property with the property of Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 418, of the Registry with tax parcel identification no. 01126125; thence from such existing stone **South 05° 41' 57" West 293.58 feet to an existing iron rod,** such existing iron rod being a common corner of the Cynthia K. Carter Trust and another tract owned by the Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 416, of the Registry with tax parcel identification no. 01126124; thence from such existing iron rod with the western boundary of such second tract of the Cynthia K. Carter Trust **South 05° 41' 57" West 273.02 feet to an existing iron rod,** such existing iron rod being a common corner of such second tract of the Cynthia K. Carter Trust and the property of Greg W. Golden and Gloria P. Golden, either now or formerly, as described by instrument recorded in Deed Book 22440, Page 141, of the Registry with tax parcel identification no. 01126136 (the "Golden Property"); thence from such existing iron rod with the western boundary of the Golden Property **South 05° 41' 57" West 113.63 feet to a new iron pipe;** thence with the western boundary line of the Golden Property **South 05° 41' 57" West 136.37 feet to a computed point,** such point being a common corner of the Golden Property and the property of Larry A. Vickers and Wendy P. Vickers, either now or formerly, as described by instrument recorded in Deed Book 35873, Page 67 of the Registry with tax parcel identification no. 01126123; thence with the western boundary of the Vickers Property **South 05° 41' 57" West 39.53 feet to an existing iron rod;** thence continuing with the western boundary of the Vickers Property **South 05° 41' 57" West 210.38 feet to a computed point,** such computed point being a common corner of the Vickers Property and the property of Michael D. Fisk and Alene Fisk, either now or formerly, as described by instrument recorded in Deed Book 26236, Page 46 of the

Registry with tax parcel identification no. 01126122; thence with the western boundary line of the Fisk Property **South 05° 41' 57" West 99.06 feet to an existing iron rod**; thence continuing with the western boundary of the Fisk Property **South 05° 58' 58" West 150.44 feet to a computed point**, such computed point being a common corner of the Fisk Property and the property of Daniel Caylor and Mayra Caylor, either now or formerly, as described by instrument recorded in Deed Book 35303, Page 795 of the Registry with tax parcel identification no. 01126121; thence from such common corner with the western boundary of the Caylor Property **South 05° 58' 58" West**

182.88 feet to a 21" oak tree; thence from such tree along the western boundary of the Caylor Property **South 05° 58' 58" West 79.93 feet to a computed point**, such computed point being a common corner of the Caylor Property and the property of Michael Vanwingerden and Courtney Vanwingerden, either now or formerly, as described by instrument recorded in Deed Book 22632, Page 724 of the Registry with tax parcel identification no. 01126120; thence with the western boundary line of the Vanwingerden Property the following three (3) courses and distances: **(i) South 05° 58' 58" West 222.90 feet to an existing iron rod**; **(ii) South 66° 33' 58" West 66.59 feet to an existing iron rod**; and **(iii) South 66° 33' 58" West 52.21 feet to a ¾ inch existing iron rod** in the common corner of the Vanwingerden Property and the property of Stier Nemechek Properties, LLC, either now or formerly, as described in deed recorded in Deed Book 35735, Page 831 of the Registry, having tax parcel identification no. 01126119 (the "Stier Property"); thence with the northwest boundary of the Stier Property, **South 31° 01' 03" West 255.36 feet to a ½ inch existing iron rod**, such ½ inch existing iron rod being a common corner of the Stier Property and the property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, having tax parcel identification no. 01126118 (the "Ivester Property") thence with the northwestern boundary line of the Ivester Property, **South 31° 01' 03" West 439.25 feet to a ½ inch existing iron rod**, such ½ inch existing iron rod being a common corner with a second parcel of property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, and having tax parcel identification no. 01126117 (the "Ivester II Property"); thence with the northwestern boundary line of the Ivester II Property, **South 31° 01' 03" West 110.67 feet to a ½ inch existing iron rod**; thence continuing with the northwestern boundary line of the Ivester II Property, **South 30° 57' 22" West 476.98 feet to a computed point**; thence with the northeastern boundary line of the property of Kenneth E. Stauffer and Celeste F. Stauffer, either now or formerly, as described in deed recorded in Deed Book 36823, Page 887 of the Registry, having tax parcel identification no. 01126131 (the "Stauffer Property"), the following five (5) courses and distances: **(i) North 56° 07' 45" West 72.22 feet to a computed point**; **(ii) North 46° 27' 10" West 33.55 feet to a computed point**; **(iii) North 48° 24' 39" West 41.62 feet to a computed point**; **(iv) North 61° 18' 52" West 59.83 feet to a computed point**; and **(v) North 49° 39' 01" West 73.80 feet to a computed point**, such computed point being a common corner of the Stauffer Property and the David Dodillet and Lynette L. Dodillet Property, either now or formerly, as described in deed recorded in Deed Book 37106, Page 205 of the Registry, having tax parcel identification no. 01126130 (the "Dodillet Property"); thence with the northeastern boundary of the Dodillet Property, **North 52° 34' 41" West 280.93 feet to a computed point**; thence with the northeastern boundary line of the property of Jason Barnes and Samantha Barnes, either now or formerly, as described in deed recorded in Deed Book 34754, Page 529 of the Registry, having tax parcel identification no. 01126129 (the "Barnes Property") the following three

(3) courses and distances: **(i) North 50° 29' 42" West 85.00 feet to a computed point**; **(ii) North 57° 11' 31" West 65.08 feet to a computed point**; and **(iii) North 68° 37' 44" West 37.54 feet**

to a computed point; thence leaving the northeastern boundary line of the Barnes Property and with the eastern boundary line of the property of David Eddy and Allison L. Browsher-Eddy, either now or formerly, as described in deed recorded in Deed Book 37286, Page 745 of the Registry, having tax parcel identification no. 01126141 (the "Eddy Property") the following two (2) courses and distances: **(i) North 03° 19' 01" West 444.01 feet to an existing nail; and (ii) North 08° 34' 31" West 215.84 feet to an existing nail;** thence with the eastern boundary line of the Eddy Property and the eastern boundary line of the property of Joseph Edward Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126106, and the eastern boundary line of the property of John F. Black and Marie D. Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126104 (the "Black Property"), **North 08° 34' 31" West 484.70 feet to an iron pipe;** thence continuing with the eastern and northern boundaries of the Black Property, the following four (4) courses and distances: **(i) North 08° 35' 36" West 308.17 feet to a ¾ inch existing iron pipe; (ii) along a curve to the left having a chord bearing and distance of North 37° 53' 19" West 166.32 feet and an arc length of 173.79 feet and a radius of 170.00 feet to a ¾ inch existing iron pipe; (iii) North 67° 10' 29" West 283.94 feet to a ¾ inch existing iron pipe; and (iv) along a curve to the left having a chord bearing and distance of North 81° 08' 31" West 81.81 feet and an arc length of 82.62 feet and a radius of 170.00 feet to a ¾ inch existing iron rod,** such existing ¾ inch iron rod being a common corner with the property of Amanda C. Pitman and Robert L. Pittman, III, either now or formerly, as described in deed recorded in Deed Book 33630, Page 493 of the Registry, having tax parcel identification no. 01126103; thence from such iron rod along the southern, eastern and northern boundary lines of the property of Davis Gibson Investments, LLC, either now or formerly, as described in deed recorded in Book 38491, Page 430, and having tax parcel identification no. 01126102, the following four (4) courses and distances: **(i) North 84° 57' 05" East 50.61 feet to a new iron pipe; (ii) North 06° 50' 33" East 127.88 feet to an existing iron rod; (iii) North 06° 50' 33" East 260.43 feet to an existing iron rod; and (iv) South 82° 59' 51" West 319.95 feet to an existing iron rod,** such existing iron rod being the **POINT AND PLACE OF BEGINNING**; containing approximately 82.928 acres, all as more particularly described on that certain Annexation Map for Magnolia Huntersville II, LLC dated March 4, 2024, and prepared by Borum, Wade and Associates, P.A. as job number C-1654-C.



CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition by Magnolia Huntersville II, LLC for the non-contiguous annexation of certain property known as North Creek Village Property, and hereby make the following findings:

- a) The petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58.1.

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

- a) The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the Town of Huntersville.
- b) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the Town of Huntersville.
- c) The area is situated so that the Town of Huntersville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
- d) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to N.C.G.S. §160A-58.1.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 8th day of April, 2024.




Janet Pierson, Town Clerk

AN ORDINANCE TO ANNEX CERTAIN NON-CONTIGUOUS AREAS
TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

ANNEXATION ORDINANCE 2024-02
(North Creek Village)

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:00 p.m. on the 6th day of May 2024, after due notice by publication in The Charlotte Observer on April 21, 2024; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-58.1; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina;

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 6th day of May 2024:

See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 2. Upon the effective date, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-31(e).

Section 3. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg 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 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 6th day of May 2024.

Mayor: _____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION
(Magnolia Huntersville II, LLC Subdivision)

The property subject to the Petition consists of +/- 82.928-acres, (Meck Co. PIN are 01126113, 01107350, 01107349) and described as follows documents are on file in the Huntersville Planning Dept.

LEGAL DESCRIPTION (ANNEX 24-02)

Being all that certain lot, parcel, or tract of land located in Huntersville Township, Mecklenburg County, North Carolina, described as follows:

Beginning at an existing iron rod located in the eastern margin of the right-of-way of Black Farms Road (a 60' public right-of-way) with NAD 83/2011 coordinates of N = 623,671.636 (sft) and E = 1,461,445.531 (sft), the POINT AND PLACE OF BEGINNING; thence from such existing iron rod with the eastern margin of the right-of-way of Black Farms Road, North 16° 35' 41" West 306.77 feet to an existing nail; thence leaving the eastern margin of the right-of-way of Black Farms Road along a new boundary line for the following eight (8) courses and distances: (i) North 72° 32' 38" East 30.34 feet to an existing nail; (ii) North 17° 00' 00" West 33.19 feet to an existing nail; (iii) North 80° 28' 14" East 569.59 feet to a new iron pipe; (iv) South 09° 08' 41" East 270.35 feet to a new iron pipe; (v) North 81° 15' 25" East 157.06 feet to a new iron pipe; (vi) North 03° 07' 33" East 10.32 feet to a point; (vii) along a curve the right having a chord bearing and distance of North 18° 07' 41" East 116.74 feet and an arc length of 118.09 feet and a radius of 225.50 feet to a new iron pipe; (viii) along a curve to the right having a chord bearing and distance of North 19° 36' 04" West 198.50 feet with an arc length of 205.54 feet and a radius of 225.50 feet to a computed point in a southern line of the property of the Moravian Church in America Southern Province, now or formerly, as described in deed recorded in Deed Book 14526, Page 659 in the Office of the Mecklenburg County Register of Deeds (the "Registry"), being tax parcel identification no. 01107316 (the "Moravian Property"); thence with the southern boundary lines of the Moravian Property the following two (2) courses and distances: (i) North 80° 27' 04" East 26.62 feet to a 1 ½ inch existing iron pipe; and (ii) South 37° 04' 55" East 127.51 feet to a ¾ inch existing iron rod in the common corner of the aforesaid Moravian Property and the property of CND-North Creek, LLC, either now or formerly, as described in deed recorded in Deed Book 36731, Page 115 of the Registry, having tax parcel ID 01107444 (the "CND Property"); thence with the western and eastern boundary lines of the CND Property the following eighteen (18) courses and distances: (i) South 37° 07' 38" East 343.54 feet to a ¾ inch existing iron pipe; (ii) South 00° 10' 43" West 136.75 feet to a ¾ inch existing iron pipe; (iii) South 27° 51' 24" East 98.08 feet to a ¾ inch existing iron pipe; (iv) South 18° 09' 10" East 184.36 feet to a ¾ inch existing iron pipe; (v) South 18° 09' 10" East 149.46 feet to a ¾ inch existing iron pipe; (vi) South 04° 58' 37" West 160.63 feet to a 3/4 inch existing iron pipe; (vii) South 17° 03' 47" East 118.11 feet to a ¾ inch existing iron pipe; (viii) South 03° 54' 06" West 183.09 feet to a ¾ inch existing iron pipe; (ix) South 19° 58' 25" West 600.00 feet to a ¾ inch existing iron pipe; (x) South 04° 58' 50" East 201.54 feet to a ¾ inch existing iron pipe; (xi) South 39° 28' 01" East 249.70 feet to a ¾ inch existing iron pipe; (xii) North 45° 59' 15" East 344.55 feet to a ¾ inch existing iron pipe; (xiii) North 30° 30' 01" East 333.42 feet to a ¾ inch existing iron pipe; (xiv) North 08° 22' 34" East 393.01 feet to a ¾ inch existing iron pipe; (xv) North 52° 03' 59" East 144.99 feet to a ¾ inch existing iron pipe; (xvi) North 36° 25' 55" West 29.11 feet to an existing iron rod; (xvii) North 36° 49' 50" West 78.26 feet to an existing iron rod; and (xviii) North 04° 22' 53" East 516.33 feet to a new iron pipe; thence with the eastern boundary line of the CND Property and continuing with the eastern margin of the right of way of Prosperity Church Road (a 120 foot public right of way) North 04° 22' 53" East 1,242.29 feet to a ¾" new iron pipe; thence with the eastern margin of the right-of-way of Prosperity Church Road the following five (5) courses and distances: (i) North 04° 22' 53" East 19.89 feet to an existing iron rod; (ii) North 04° 22' 53" East 327.26 feet to an existing iron rod; (iii) North 04° 22' 53" East 172.99 feet to an existing iron rod; (iv) North 04° 22' 53" East 25.02 feet to an existing iron rod; and (v) North 04° 22' 53" East 46.41 feet to a ¾" existing iron rod located at the southeast corner of the intersection of Prosperity Church Road (a 120' public right-of-way) and Sam Furr Road/NC Hwy 73 (a variable width right-of-way), such ¾ inch existing iron rod having NAD 83/2011 coordinates of N=625,275.070 (sft) and E=1,463,250.737 (sft) and Elev.=752.97 (sft) (NAVD-88); thence from such existing iron rod with the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73 (a variable width public right-of-way) the following four (4) courses and distances: (i) along a curve to the right having a chord bearing and distance of South 54° 00' 33" East 439.77 feet and an arc length of 440.80 feet and a radius of 1,859.86 feet to a computed point; (ii) South 48° 10' 26" East 84.35 feet to a computed point; (iii) along a curve to the right having a chord bearing and distance of South 46° 40' 04" East 37.13 feet and an arc length of 37.13 feet and a radius of 1,950 feet to a computed point; and (iv) South 46° 07' 21" East 277.95 feet to an existing monument, such existing monument being located at the intersection of the western line of the property of Nancy Gray Limited Family Partnership (the "Gray Property"), either now or formerly, as described by instrument recorded in Deed Book 8879, Page 945, of the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Registry") having tax parcel identification no. 01107310 and the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73; thence from such existing monument with the western boundary line of the Gray Property South 05° 08' 37" West 209.85 feet to a new iron pipe; thence with the western boundary of the Gray Property South 05° 08' 37" West 411.22 feet to an existing stone, such existing stone being a common corner of the Gray Property with the property of Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 418, of the Registry with tax parcel identification no. 01126125; thence from such existing stone South 05° 41' 57" West 293.58 feet to an existing iron rod, such existing iron rod being a common corner of the Cynthia K. Carter Trust and another tract owned by the Cynthia K. Carter

Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 416, of the Registry with tax parcel identification no. 01126124; thence from such existing iron rod with the western boundary of such second tract of the Cynthia K. Carter Trust South 05° 41' 57" West 273.02 feet to an existing iron rod, such existing iron rod being a common corner of such second tract of the Cynthia K. Carter Trust and the property of Greg W. Golden and Gloria P. Golden, either now or formerly, as described by instrument recorded in Deed Book 22440, Page 141, of the Registry with tax parcel identification no. 01126136 (the "Golden Property"); thence from such existing iron rod with the western boundary of the Golden Property South 05° 41' 57" West 113.63 feet to a new iron pipe; thence with the western boundary line of the Golden Property South 05° 41' 57" West 136.37 feet to a computed point, such point being a common corner of the Golden Property and the property of Larry A. Vickers and Wendy P. Vickers, either now or formerly, as described by instrument recorded in Deed Book 35873, Page 67 of the Registry with tax parcel identification no. 01126123; thence with the western boundary of the Vickers Property South 05° 41' 57" West 39.53 feet to an existing iron rod; thence continuing with the western boundary of the Vickers Property South 05° 41' 57" West 210.38 feet to a computed point, such computed point being a common corner of the Vickers Property and the property of Michael D. Fisk and Alene Fisk, either now or formerly, as described by instrument recorded in Deed Book 26236, Page 46 of the Registry with tax parcel identification no. 01126122; thence with the western boundary line of the Fisk Property South 05° 41' 57" West 99.06 feet to an existing iron rod; thence continuing with the western boundary of the Fisk Property South 05° 58' 58" West 150.44 feet to a computed point, such computed point being a common corner of the Fisk Property and the property of Daniel Caylor and Mayra Caylor, either now or formerly, as described by instrument recorded in Deed Book 35303, Page 795 of the Registry with tax parcel identification no. 01126121; thence from such common corner with the western boundary of the Caylor Property South 05° 58' 58" West 182.88 feet to a 21" oak tree; thence from such tree along the western boundary of the Caylor Property South 05° 58' 58" West 79.93 feet to a computed point, such computed point being a common corner of the Caylor Property and the property of Michael Vanwingerden and Courtney Vanwingerden, either now or formerly, as described by instrument recorded in Deed Book 22632, Page 724 of the Registry with tax parcel identification no. 01126120; thence with the western boundary line of the Vanwingerden Property the following three (3) courses and distances: (i) South 05° 58' 58" West 222.90 feet to an existing iron rod; (ii) South 66° 33' 58" West 66.59 feet to an existing iron rod; and (iii) South 66° 33' 58" West 52.21 feet to a ¾ inch existing iron rod in the common corner of the Vanwingerden Property and the property of Stier Nemechek Properties, LLC, either now or formerly, as described in deed recorded in Deed Book 35735, Page 831 of the Registry, having tax parcel identification no. 01126119 (the "Stier Property"); thence with the northwest boundary of the Stier Property, South 31° 01' 03" West 255.36 feet to a ½ inch existing iron rod, such ½ inch existing iron rod being a common corner of the Stier Property and the property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, having tax parcel identification no. 01126118 (the "Ivester Property") thence with the northwestern boundary line of the Ivester Property, South 31° 01' 03" West 439.25 feet to a ½ inch existing iron rod, such ½ inch existing iron rod being a common corner with a second parcel of property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, and having tax parcel identification no. 01126117 (the "Ivester II Property"); thence with the northwestern boundary line of the Ivester II Property, South 31° 01' 03" West 110.67 feet to a ½ inch existing iron rod; thence continuing with the northwestern boundary line of the Ivester II Property, South 30° 57' 22" West 476.98 feet to a computed point; thence with the northeastern boundary line of the property of Kenneth E. Stauffer and Celeste F. Stauffer, either now or formerly, as described in deed recorded in Deed Book 36823, Page 887 of the Registry, having tax parcel identification no. 01126131 (the "Stauffer Property"), the following five (5) courses and distances: (i) North 56° 07' 45" West 72.22 feet to a computed point; (ii) North 46° 27' 10" West 33.55 feet to a computed point; (iii) North 48° 24' 39" West 41.62 feet to a computed point; (iv) North 61° 18' 52" West 59.83 feet to a computed point; and (v) North 49° 39' 01" West 73.80 feet to a computed point, such computed point being a common corner of the Stauffer Property and the David Dodillet and Lynette L. Dodillet Property, either now or formerly, as described in deed recorded in Deed Book 37106, Page 205 of the Registry, having tax parcel identification no. 01126130 (the "Dodillet Property"); thence with the northeastern boundary of the Dodillet Property, North 52° 34' 41" West 280.93 feet to a computed point; thence with the northeastern boundary line of the property of Jason Barnes and Samantha Barnes, either now or formerly, as described in deed recorded in Deed Book 34754, Page 529 of the Registry, having tax parcel identification no. 01126129 (the "Barnes Property") the following three (3) courses and distances: (i) North 50° 29' 42" West 85.00 feet to a computed point; (ii) North 57° 11' 31" West 65.08 feet to a computed point; and (iii) North 68° 37' 44" West 37.54 feet to a computed point; thence leaving the northeastern boundary line of the Barnes Property and with the eastern boundary line of the property of David Eddy and Allison L. Browsher-Eddy, either now or formerly, as described in deed recorded in Deed Book 37286, Page 745 of the Registry, having tax parcel identification no. 01126141 (the "Eddy Property") the following two (2) courses and distances: (i) North 03° 19' 01" West 444.01 feet to an existing nail; and (ii) North 08° 34' 31" West 215.84 feet to an existing nail; thence with the eastern boundary line of the Eddy Property and the eastern boundary line of the property of Joseph Edward Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126106, and the eastern boundary line of the property of John F. Black and Marie D. Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126104 (the "Black Property"), North 08° 34' 31" West 484.70 feet to an iron pipe; thence continuing with the eastern and northern boundaries of the Black Property, the following four (4) courses and distances: (i) North 08° 35' 36" West 308.17 feet to a ¾ inch existing iron pipe; (ii) along a curve to the left having a chord bearing and distance of North 37° 53' 19" West 166.32 feet and an arc length of 173.79 feet and a radius of 170.00 feet to a ¾ inch existing iron pipe; (iii) North 67° 10' 29" West 283.94 feet to a ¾ inch existing iron pipe; and (iv) along a curve to the left having a chord bearing and distance of North 81° 08' 31" West 81.81 feet and an arc length of 82.62 feet and a radius of 170.00 feet to a ¾ inch existing iron rod, such existing ¾ inch iron rod being a common corner with the

property of Amanda C. Pitman and Robert L. Pittman, III, either now or formerly, as described in deed recorded in Deed Book 33630, Page 493 of the Registry, having tax parcel identification no. 01126103; thence from such iron rod along the southern, eastern and northern boundary lines of the property of Davis Gibson Investments, LLC, either now or formerly, as described in deed recorded in Book 38491, Page 430, and having tax parcel identification no. 01126102, the following four (4) courses and distances: (i) North $84^{\circ} 57' 05''$ East 50.61 feet to a new iron pipe; (ii) North $06^{\circ} 50' 33''$ East 127.88 feet to an existing iron rod; (iii) North $06^{\circ} 50' 33''$ East 260.43 feet to an existing iron rod; and (iv) South $82^{\circ} 59' 51''$ West 319.95 feet to an existing iron rod, such existing iron rod being the POINT AND PLACE OF BEGINNING; containing approximately 82.928 acres, all as more particularly described on that certain Annexation Map for Magnolia Huntersville II, LLC dated March 4, 2024, prepared by Borum, Wade and Associates, P.A. as job number C-1654-C.



Exhibit A

Legal Description

Being all that certain lot, parcel, or tract of land located in Huntersville Township, Mecklenburg County, North Carolina, described as follows:

Beginning at an existing iron rod located in the eastern margin of the right-of-way of Black Farms Road (a 60' public right-of-way) with NAD 83/2011 coordinates of N = 623,671.636 (sft) and E = 1,461,445.531 (sft), the POINT AND PLACE OF BEGINNING; thence from such existing iron rod with the eastern margin of the right-of-way of Black Farms Road, **North 16° 35' 41" West 306.77 feet to an existing nail**; thence leaving the eastern margin of the right-of-way of Black Farms Road along a new boundary line for the following eight (8) courses and distances: **(i) North 72° 32' 38" East 30.34 feet to an existing nail; (ii) North 17° 00' 00" West 33.19 feet to an existing nail; (iii) North 80° 28' 14" East 569.59 feet to a new iron pipe; (iv) South 09° 08' 41" East 270.35 feet to a new iron pipe; (v) North 81° 15' 25" East 157.06 feet to a new iron pipe; (vi) North 03° 07' 33" East 10.32 feet to a point; (vii) along a curve the right having a chord bearing and distance of North 18° 07' 41" East 116.74 feet and an arc length of 118.09 feet and a radius of 225.50 feet to a new iron pipe; (viii) along a curve to the right having a chord bearing and distance of North 19° 36' 04" West 198.50 feet with an arc length of 205.54 feet and a radius of 225.50 feet to a computed point** in a southern line of the property of the Moravian Church in America Southern Province, now or formerly, as described in deed recorded in Deed Book 14526, Page 659 in the Office of the Mecklenburg County Register of Deeds (the "Registry"), being tax parcel identification no. 01107316 (the "Moravian Property"); thence with the southern boundary lines of the Moravian Property the following two (2) courses and distances: **(i) North 80° 27' 04" East 26.62 feet to a 1 ½ inch existing iron pipe; and (ii) South 37° 04' 55" East 127.51 feet to a ¾ inch existing iron rod** in the common corner of the aforesaid Moravian Property and the property of CND-North Creek, LLC, either now or formerly, as described in deed recorded in Deed Book 36731, Page 115 of the Registry, having tax parcel ID 01107444 (the "CND Property"); thence with the western and eastern boundary lines of the CND Property the following eighteen (18) courses and distances: **(i) South 37° 07' 38" East 343.54 feet to a ¾ inch existing iron pipe; (ii) South 00° 10' 43" West 136.75 feet to a ¾ inch existing iron pipe; (iii) South 27° 51' 24" East 98.08 feet to a ¾ inch existing iron pipe; (iv) South 18° 09' 10" East 184.36 feet to a ¾ inch existing iron pipe; (v) South 18° 09' 10" East 149.46 feet to a ¾ inch existing iron pipe; (vi) South 04° 58' 37" West 160.63 feet to a ¾ inch existing iron pipe; (vii) South 17° 03' 47" East 118.11 feet to a ¾ inch existing iron pipe; (viii) South 03° 54' 06" West 183.09 feet to a ¾ inch existing iron pipe; (ix) South 19° 58' 25" West 600.00 feet to a ¾ inch existing iron pipe; (x) South 04° 58' 50" East 201.54 feet to a ¾ inch existing iron pipe; (xi) South 39° 28' 01" East 249.70 feet to a ¾ inch existing iron pipe; (xii) North 45° 59' 15" East 344.55 feet to a ¾ inch existing iron pipe; (xiii) North 30° 30' 01" East 333.42 feet to a ¾ inch existing iron pipe; (xiv) North 08° 22' 34" East 393.01 feet to a ¾ inch existing iron pipe; (xv) North 52° 03' 59" East 144.99 feet to a ¾ inch existing iron pipe; (xvi) North 36° 25' 55" West 29.11 feet to an existing iron rod; (xvii) North 36° 49' 50" West 78.26 feet to an existing iron rod; and (xviii) North 04° 22' 53" East 516.33 feet to a new iron pipe**; thence with the eastern boundary line of the CND Property and continuing with the eastern margin of the right of way of Prosperity Church Road (a 120 foot public right of way) **North 04° 22' 53"**

East 1,242.29 feet to a ¾" new iron pipe; thence with the eastern margin of the right-of-way of Prosperity Church Road the following five (5) courses and distances: **(i) North 04° 22' 53" East 19.89 feet to an existing iron rod; (ii) North 04° 22' 53" East 327.26 feet to an existing iron rod; (iii) North 04° 22' 53" East 172.99 feet to an existing iron rod; (iv) North 04° 22' 53" East 25.02 feet to an existing iron rod; and (v) North 04° 22' 53" East 46.41 feet to a ¾" existing iron rod** located at the southeast corner of the intersection of Prosperity Church Road (a 120' public right-of-way) and Sam Furr Road/NC Hwy 73 (a variable width right-of-way), such ¾ inch existing iron rod having NAD 83/2011 coordinates of N=625,275.070 (sft) and E=1,463,250.737 (sft) and Elev.=752.97 (sft) (NAVD-88); thence from such existing iron rod with the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73 (a variable width public right-of-way) the following four (4) courses and distances: **(i) along a curve to the right having a chord bearing and distance of South 54° 00' 33" East 439.77 feet and an arc length of 440.80 feet and a radius of 1,859.86 feet to a computed point; (ii) South 48° 10' 26" East 84.35 feet to a computed point; (iii) along a curve to the right having a chord bearing and distance of South 46° 40' 04" East 37.13 feet and an arc length of 37.13 feet and a radius of 1,950 feet to a computed point; and (iv) South 46° 07' 21" East 277.95 feet to an existing monument,** such existing monument being located at the intersection of the western line of the property of Nancy Gray Limited Family Partnership (the "Gray Property"), either now or formerly, as described by instrument recorded in Deed Book 8879, Page 945, of the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Registry") having tax parcel identification no. 01107310 and the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73; thence from such existing monument with the western boundary line of the Gray Property **South 05° 08' 37" West 209.85 feet to a new iron pipe;** thence with the western boundary of the Gray Property **South 05° 08' 37" West 411.22 feet to an existing stone,** such existing stone being a common corner of the Gray Property with the property of Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 418, of the Registry with tax parcel identification no. 01126125; thence from such existing stone **South 05° 41' 57" West 293.58 feet to an existing iron rod,** such existing iron rod being a common corner of the Cynthia K. Carter Trust and another tract owned by the Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 416, of the Registry with tax parcel identification no. 01126124; thence from such existing iron rod with the western boundary of such second tract of the Cynthia K. Carter Trust **South 05° 41' 57" West 273.02 feet to an existing iron rod,** such existing iron rod being a common corner of such second tract of the Cynthia K. Carter Trust and the property of Greg W. Golden and Gloria P. Golden, either now or formerly, as described by instrument recorded in Deed Book 22440, Page 141, of the Registry with tax parcel identification no. 01126136 (the "Golden Property"); thence from such existing iron rod with the western boundary of the Golden Property **South 05° 41' 57" West 113.63 feet to a new iron pipe;** thence with the western boundary line of the Golden Property **South 05° 41' 57" West 136.37 feet to a computed point,** such point being a common corner of the Golden Property and the property of Larry A. Vickers and Wendy P. Vickers, either now or formerly, as described by instrument recorded in Deed Book 35873, Page 67 of the Registry with tax parcel identification no. 01126123; thence with the western boundary of the Vickers Property **South 05° 41' 57" West 39.53 feet to an existing iron rod;** thence continuing with the western boundary of the Vickers Property **South 05° 41' 57" West 210.38 feet to a computed point,** such computed point being a common corner of the Vickers Property and the property of Michael D. Fisk and Alene Fisk, either now or formerly, as described by instrument recorded in Deed Book 26236, Page 46 of the

Registry with tax parcel identification no. 01126122; thence with the western boundary line of the Fisk Property **South 05° 41' 57" West 99.06 feet to an existing iron rod**; thence continuing with the western boundary of the Fisk Property **South 05° 58' 58" West 150.44 feet to a computed point**, such computed point being a common corner of the Fisk Property and the property of Daniel Caylor and Mayra Caylor, either now or formerly, as described by instrument recorded in Deed Book 35303, Page 795 of the Registry with tax parcel identification no. 01126121; thence from such common corner with the western boundary of the Caylor Property **South 05° 58' 58" West 182.88 feet to a 21" oak tree**; thence from such tree along the western boundary of the Caylor Property **South 05° 58' 58" West 79.93 feet to a computed point**, such computed point being a common corner of the Caylor Property and the property of Michael Vanwingerden and Courtney Vanwingerden, either now or formerly, as described by instrument recorded in Deed Book 22632, Page 724 of the Registry with tax parcel identification no. 01126120; thence with the western boundary line of the Vanwingerden Property the following three (3) courses and distances: **(i) South 05° 58' 58" West 222.90 feet to an existing iron rod**; **(ii) South 66° 33' 58" West 66.59 feet to an existing iron rod**; and **(iii) South 66° 33' 58" West 52.21 feet to a ¾ inch existing iron rod** in the common corner of the Vanwingerden Property and the property of Stier Nemechek Properties, LLC, either now or formerly, as described in deed recorded in Deed Book 35735, Page 831 of the Registry, having tax parcel identification no. 01126119 (the "Stier Property"); thence with the northwest boundary of the Stier Property, **South 31° 01' 03" West 255.36 feet to a ½ inch existing iron rod**, such ½ inch existing iron rod being a common corner of the Stier Property and the property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, having tax parcel identification no. 01126118 (the "Ivester Property") thence with the northwestern boundary line of the Ivester Property, **South 31° 01' 03" West 439.25 feet to a ½ inch existing iron rod**, such ½ inch existing iron rod being a common corner with a second parcel of property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, and having tax parcel identification no. 01126117 (the "Ivester II Property"); thence with the northwestern boundary line of the Ivester II Property, **South 31° 01' 03" West 110.67 feet to a ½ inch existing iron rod**; thence continuing with the northwestern boundary line of the Ivester II Property, **South 30° 57' 22" West 476.98 feet to a computed point**; thence with the northeastern boundary line of the property of Kenneth E. Stauffer and Celeste F. Stauffer, either now or formerly, as described in deed recorded in Deed Book 36823, Page 887 of the Registry, having tax parcel identification no. 01126131 (the "Stauffer Property"), the following five (5) courses and distances: **(i) North 56° 07' 45" West 72.22 feet to a computed point**; **(ii) North 46° 27' 10" West 33.55 feet to a computed point**; **(iii) North 48° 24' 39" West 41.62 feet to a computed point**; **(iv) North 61° 18' 52" West 59.83 feet to a computed point**; and **(v) North 49° 39' 01" West 73.80 feet to a computed point**, such computed point being a common corner of the Stauffer Property and the David Dodillet and Lynette L. Dodillet Property, either now or formerly, as described in deed recorded in Deed Book 37106, Page 205 of the Registry, having tax parcel identification no. 01126130 (the "Dodillet Property"); thence with the northeastern boundary of the Dodillet Property, **North 52° 34' 41" West 280.93 feet to a computed point**; thence with the northeastern boundary line of the property of Jason Barnes and Samantha Barnes, either now or formerly, as described in deed recorded in Deed Book 34754, Page 529 of the Registry, having tax parcel identification no. 01126129 (the "Barnes Property") the following three (3) courses and distances: **(i) North 50° 29' 42" West 85.00 feet to a computed point**; **(ii) North 57° 11' 31" West 65.08 feet to a computed point**; and **(iii) North 68° 37' 44" West 37.54 feet**

to a computed point; thence leaving the northeastern boundary line of the Barnes Property and with the eastern boundary line of the property of David Eddy and Allison L. Browsher-Eddy, either now or formerly, as described in deed recorded in Deed Book 37286, Page 745 of the Registry, having tax parcel identification no. 01126141 (the “Eddy Property”) the following two (2) courses and distances: **(i) North 03° 19’ 01” West 444.01 feet to an existing nail; and (ii) North 08° 34’ 31” West 215.84 feet to an existing nail;** thence with the eastern boundary line of the Eddy Property and the eastern boundary line of the property of Joseph Edward Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126106, and the eastern boundary line of the property of John F. Black and Marie D. Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126104 (the “Black Property”), **North 08° 34’ 31” West 484.70 feet to an iron pipe;** thence continuing with the eastern and northern boundaries of the Black Property, the following four (4) courses and distances: **(i) North 08° 35’ 36” West 308.17 feet to a ¾ inch existing iron pipe; (ii) along a curve to the left having a chord bearing and distance of North 37° 53’ 19” West 166.32 feet and an arc length of 173.79 feet and a radius of 170.00 feet to a ¾ inch existing iron pipe; (iii) North 67° 10’ 29” West 283.94 feet to a ¾ inch existing iron pipe; and (iv) along a curve to the left having a chord bearing and distance of North 81° 08’ 31” West 81.81 feet and an arc length of 82.62 feet and a radius of 170.00 feet to a ¾ inch existing iron rod,** such existing ¾ inch iron rod being a common corner with the property of Amanda C. Pitman and Robert L. Pittman, III, either now or formerly, as described in deed recorded in Deed Book 33630, Page 493 of the Registry, having tax parcel identification no. 01126103; thence from such iron rod along the southern, eastern and northern boundary lines of the property of Davis Gibson Investments, LLC, either now or formerly, as described in deed recorded in Book 38491, Page 430, and having tax parcel identification no. 01126102, the following four (4) courses and distances: **(i) North 84° 57’ 05” East 50.61 feet to a new iron pipe; (ii) North 06° 50’ 33” East 127.88 feet to an existing iron rod; (iii) North 06° 50’ 33” East 260.43 feet to an existing iron rod; and (iv) South 82° 59’ 51” West 319.95 feet to an existing iron rod,** such existing iron rod being the **POINT AND PLACE OF BEGINNING;** containing approximately 82.928 acres, all as more particularly described on that certain Annexation Map for Magnolia Huntersville II, LLC dated March 4, 2024, and prepared by Borum, Wade and Associates, P.A. as job number C-1654-C.



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Patrick Patterson, Planner I

Subject: Petition #ANNEX 24-02 Magnolia Huntersville II Annexation

EXPLAIN REQUEST:

Consider a decision on Petition #ANNEX 24-02, a request by Magnolia Huntersville II, LLC, to annex 82.928 acres into the Town of Huntersville. Parcel ID # (01126113, 01107350, 01107349).

ACTION RECOMMENDED:

Approve Petition #ANNEX 24-02

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

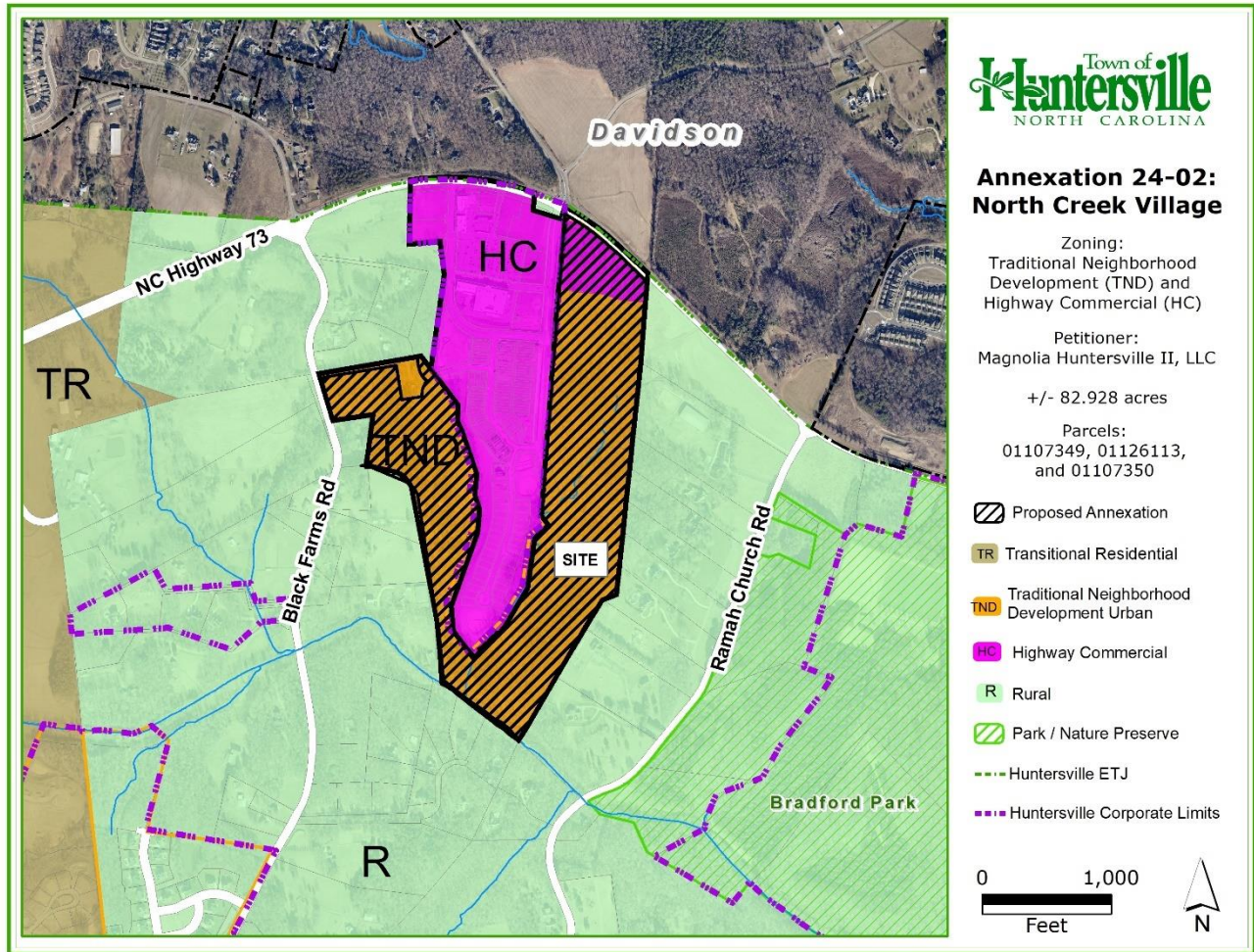
1. Annex 24-02 North Creek Village Staff Report
2. A- Annexation Application
3. B- North Creek Village Phase II Annexation Plat
4. C- Signed Certificate of Sufficiency - Magnolia Huntersville II - 04082024
5. D- Resolution Fixing Date of Public Hearing on North Creek Village Annexation Signed
6. E- Annex 24-02 North Creek Village Annex Ordinance
7. F- Legal Ad-Confirmation
8. G- Metes and Bounds

Annexation Petition # 24-02 (Non-Contiguous) North Creek Village ("North Creek Mixed-Use")

EXPLANATION OF THE REQUEST

Petition Annex #24-02 is for non-contiguous annexation into the Town of Huntersville of 82.928-acres consisting of three (3) parcels that make up part of the North Creek Village subdivision located south of NC 73. Parcel ID# (01126113, 01107350, 01107349).

LOCATION



BACKGROUND

The petitioner, Huntersville Magnolia Development Company, LLC has filed a petition to consider voluntary, non-contiguous annexation pursuant to North Carolina General Statutes Section 160A-58.1 et seq. A Resolution of Intent to Annex was adopted by the Board of Commissioners on April 15, 2024, pursuant to N.C.G.S.160A-58.1; the proposed area to annex is 82.928-acres.

All statutory requirements for annexation have been met:

- The Petition Requesting Annexation was received on March 6, 2024 (see Attachment).
- The Town Clerk certified the sufficiency of the Petition on April 8, 2024 (see Attachment).
- The Town Board adopted a resolution of Intent to annex said property and set the date for the public hearing as May 6, 2024 (see Attachment).
- Notice of the public hearing has been placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on April 21, 2024 (see Attachment).

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Town Board approve the petition with Mayor's signature on the associated ordinance. If the final action of this annexation takes place on May 6, 2024, the voluntary, non-contiguous annexation would also become effective on May 6, 2024.

ATTACHMENTS

- A - Non-Contiguous Annexation Petition
- B - Annexation Plat
- C - Certificate of Sufficiency
- D - Resolution of Intent to Annex
- E - Non-Contiguous Annexation Ordinance
- F - Public Hearing Ad
- G - Metes & Bounds Description



Annexation **P**etition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. Parcels proposed to be Annexed:

01107349

01126113

01107350

3. The area to be annexed is (contiguous) ~~(non-contiguous)~~ [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner ~~(does)~~ (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

R21-06 Conditional Rezoning and Sketch Plan for North Creek Mixed-Use approved on

October 18, 2021, as amended, including administrative amendments approved on

March 24, 2022 and March 7, 2023.

Petitioner & Owner Signature

Petitioner

Petitioner: MAGNOLIA HUNTERSVILLE II, LLC, a North Carolina limited liability company

01107349

Parcel(s) Owned

See Attached

3/6/24

Signature of Petitioner

Date

Signature of All Owners of Property Proposed for Annexation

1. Property Owner(s): MAGNOLIA HUNTERSVILLE II, LLC, a North Carolina limited liability company

01107349

Parcel(s) Owned

See Attached

3/6/24

Signature of Property Owner(s)

Date

2. Property Owner(s): CND-NORTH CREEK 2, LLC, a North Carolina limited liability company

01126113

Parcel(s) Owned

See Attached

3/6/24

Signature of Property Owner(s)

Date

3. Property Owner(s): NORTH CREEK MULTIFAMILY LLC, a Delaware limited liability company

01107350

Parcel(s) Owned

See Attached

3/6/24

Signature of Property Owner(s)

Date

4. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s)

Date

PETITIONER AND PROPERTY OWNER:

MAGNOLIA HUNTERSVILLE II, LLC, a North Carolina
limited liability company

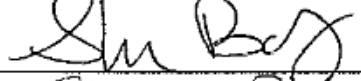
By: 

Name: Stephen T. Vinson

Title: Operations Manager

PROPERTY OWNER:

CND-NORTH CREEK 2, LLC, a North Carolina
limited liability company

By: 

Name: Shannon Boling

Title: Area Land Manager

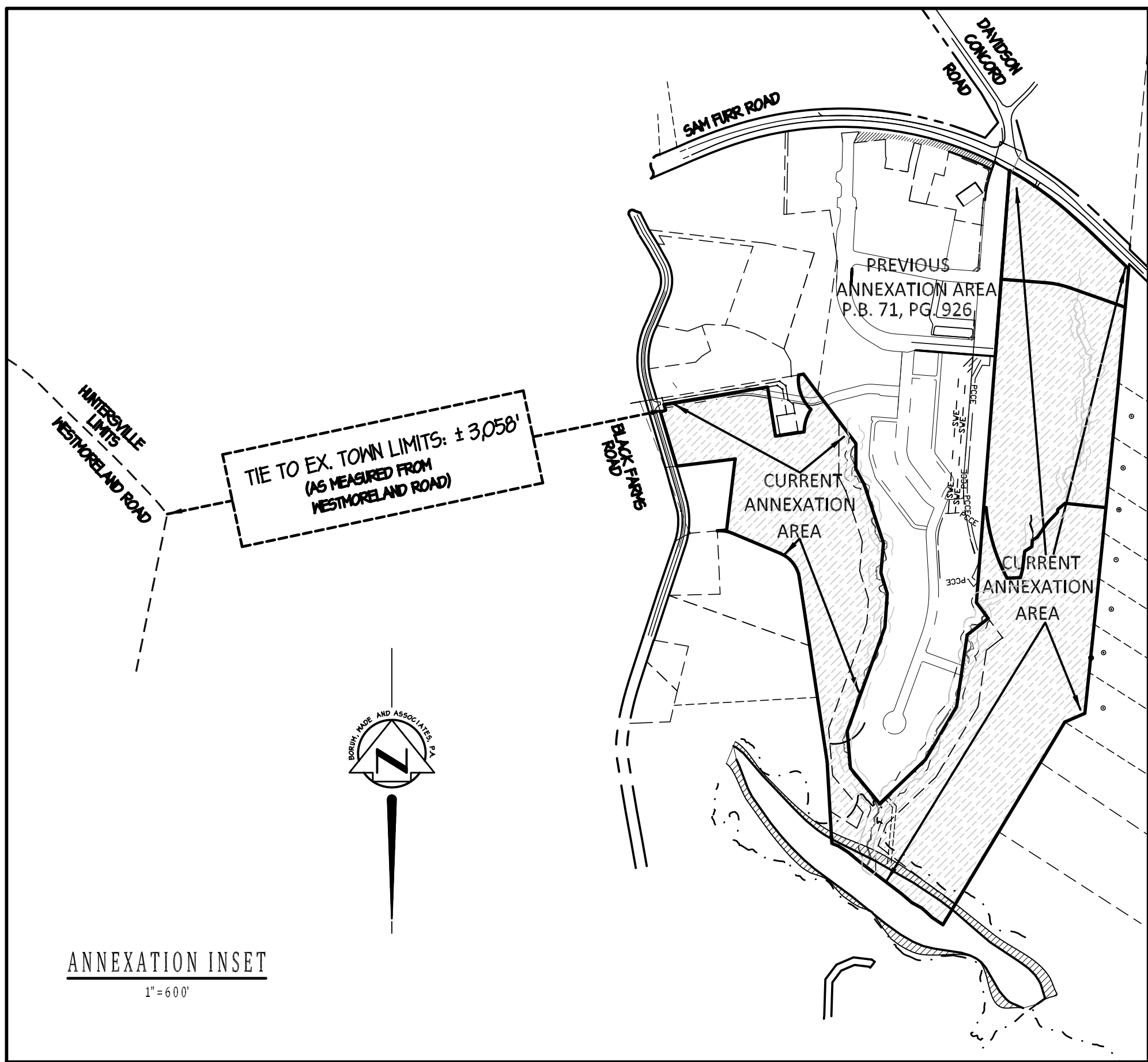
PROPERTY OWNER:

NORTH CREEK MULTIFAMILY LLC, a Delaware
limited liability company

By: 

Name: Thomas R Barker

Title: Authorized Representative



SURVEYOR'S CERTIFICATION
I, Peter E. Glud, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book ---, Page ---, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book ---, Page ---; 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, BY COORD. COMPUTATION

This survey creates a subdivision of land within the area of a County or Municipality that has an ordinance that regulates parcels of land.

Seal this ---th day of February, A.D. 2024

Surveyor Peter E. Glud Registration Number L-3330

OWNER CERTIFICATION:
THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE OWNERS OF THE DESCRIBED PROPERTY BEING ANNEXED.

NORTH CREEK MULTIFAMILY, LLC

Thomas R. Barker (Authorized Representative) Date

MAGNOLIA HUNTERSVILLE II, LLC,
a North Carolina limited liability company

Stephen T. Vinson (Operations Manager) Date

CND-NORTH CREEK 2, LLC,
a North Carolina limited liability company

() Date

ANNEXATION CERTIFICATION

This Plat represents one area Annexed to the Town of Huntersville, North Carolina pursuant to NCGS 160A-58.1, by ordinance duly adopted February 15, 2024 (Annexation Ordinance, Annex 20-02) and is not subject to review or approval by the Mecklenburg Planning Commission.

_____ day of _____

This

Mayor
Town of Huntersville

Attest:
Town Clerk

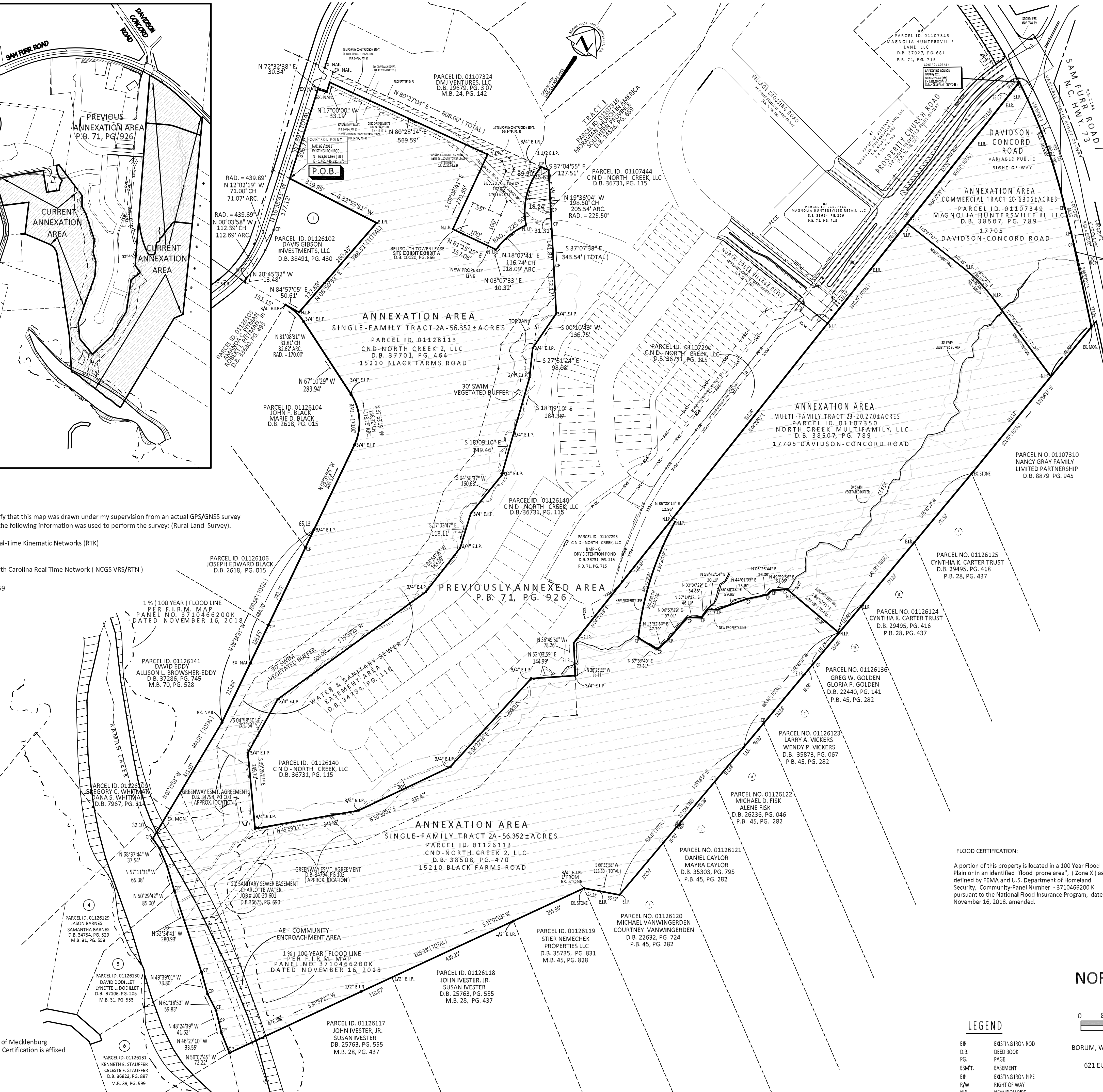
REVIEW OFFICER

I, _____, Review Officer of Mecklenburg County, Certify that the map or plat to which this Certification is affixed meets all statutory requirements for recording.

Review Officer _____ Date _____

SURVEYOR'S CERTIFICATION

I, Peter E. Glud, certify that this map was drawn under my supervision from an actual GPS/GNSS survey made under my supervision and the following information was used to perform the survey: (Rural Land Survey).
Positional Accuracy: <0.10'
Type of GNSS field procedure: Real-Time Kinematic Networks (RTK)
Date of Survey: June 8, 2017
Datum/Epoch: NAD 83 / 2011
Published /Fixed-control use: North Carolina Real Time Network (NCGS VRS/RTN)
Geoid Model: Geoid 128
Combined Grid Factor: 0.99984259
Units: U.S. Survey Feet

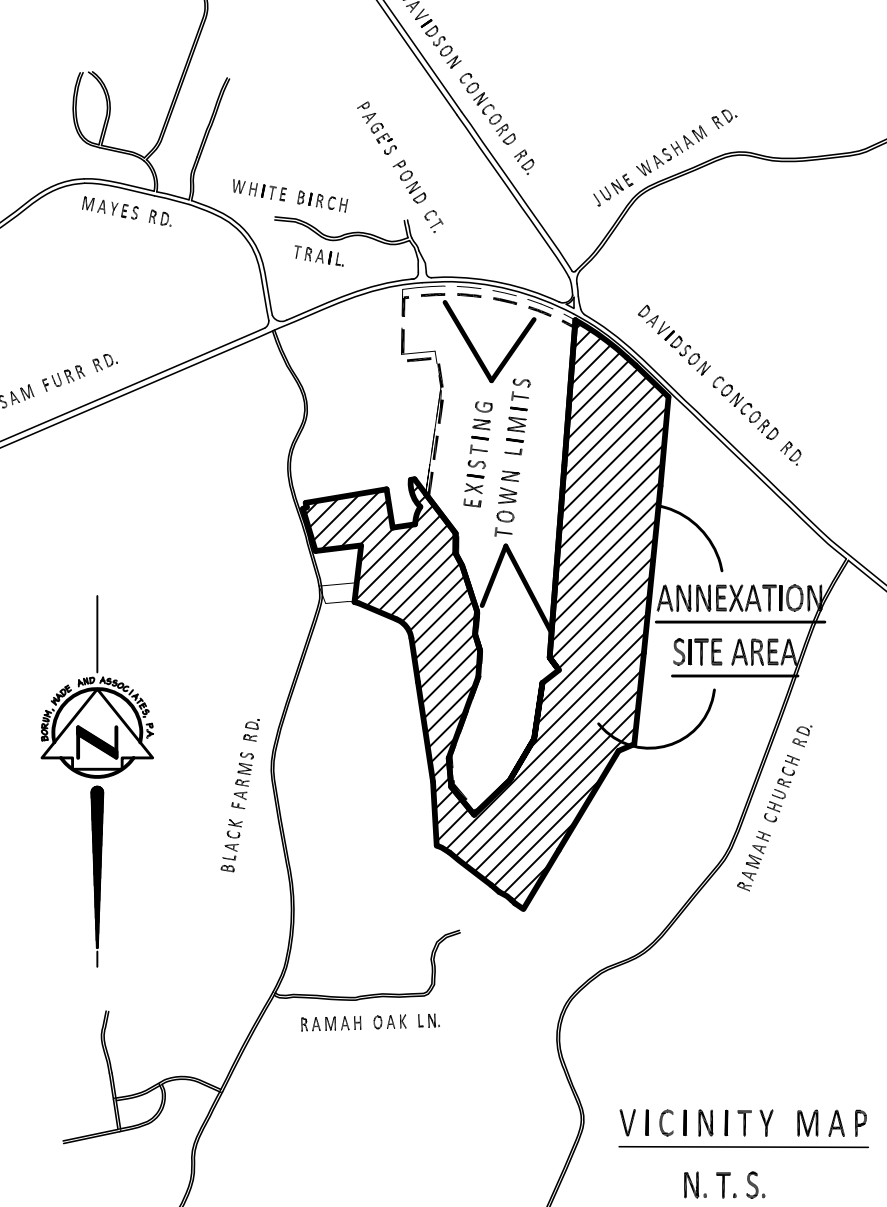


FLOOD CERTIFICATION:

A portion of this property is located in a 100 Year Flood Plain or in an identified "flood-prone area", (Zone X) as defined by FEMA and U.S. Department of Homeland Security, Community-Panel Number - 3710466200 K pursuant to the National Flood Insurance Program, dated November 15, 2018, amended.

LEGEND

EBR EXISTING IRON ROD
D.B. DEED BOOK
PG. PAGE
ESMT. EASEMENT
EP EXISTING IRON PIPE
RW RIGHT OF WAY
NP NEW IRON PIPE



ANNEXATION AREA: SIGHT INFORMATION

TOTAL AREA: 82.928 ± ACRES

SINGLE-FAMILY TRACT 2A 56.233 ± AC.

PARCEL ID 01126113

DEED REFERENCE: D.B. 38507, PG. 470

ZONING TN-U(CD)

MULTI-FAMILY TRACT 2B 20.270 ± AC.

PARCEL ID 01107350

DEED REFERENCE: D.B. 38507, PG. 789

ZONING TN-U(CD)

COMMERCIAL TRACT 2C 6.306 ± AC.

PARCEL ID 01107349

DEED REFERENCE: D.B. 38507, PG. 789

ZONING TN-U(CD)

MISCELLANEOUS NOTES:

AREA DETERMINED BY COORDINATE METHOD

ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

LINE SHOWN DASHED ARE NOT A PART OF THIS SURVEY AND ARE TAKEN FROM REFERENCES SHOWN HEREON.

BOUNDARY INFORMATION TAKEN FROM FIELD DATA BY BORUM, WADE & ASSOCIATES, P.A. AND RECORDED INFORMATION BASE BEARING - NAD 83 / NSRS-2011 COORDINATE ROTATION.

REFERENCE PUBLISHED NCGS MON. " HOPEWELL RESET ", N = 629,715.637 (sft)
E = 1,459,878.153 (sft)

EXISTING IRON PIPES REFERENCED AT PROPERTY CORNERS ALL OTHER PROPERTY CORNERS WILL BE NEW IRON PIPES.

OBSERVED IN THE PROCESS OF PERFORMING THE FIELD WORK FOR THE SURVEY, THERE WAS NO ABOVE GROUND VISIBLE EVIDENCE OF CEMETERIES OR FAMILY BURIAL GROUNDS FOUND WITHIN THE PROPERTY BOUNDARIES.

THE BOUNDARY LINES OF THE PROPERTY ARE CONTIGUOUS AND CONTAIN NO GAP, GORES OR OVERLAPS.

THERE ARE NO PUBLISHED NAD 83/2011 MONUMENTS WITHIN 2000' OF THE SURVEYED PROPERTY.

PRELIMINARY MAP

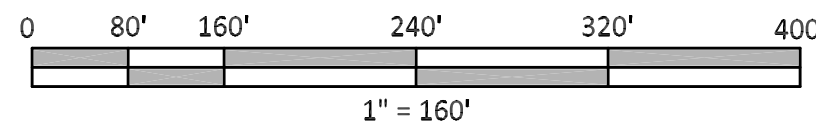
NOT FOR RECORDATION, CONVEYANCES,
OR SALES

NOTE - PURPOSE OF MAP:

THE PURPOSE OF THIS MAP IS TO MAP THE BOUNDARY OF THE LAND AREA FOR ANNEXATION INTO THE TOWN OF HUNTERSVILLE

ANNEXATION PLAT FOR NORTH CREEK VILLAGE PHASE II

DATE: MARCH 20, 2024



BORUM, WADE AND ASSOCIATES, P.A. - ENGINEERS, PLANNERS, SURVEYORS

P.O. BOX 21862 GREENSBORO, N.C. 27420-1862

621 EUGENE CT., SUITE 100, GREENSBORO, NORTH CAROLINA 27401

PHONE: (336) 275-0471 FAX: (336) 275-3719

WEB: www.borum-wade.com

N.C. LICENSE #: C-0868

C-1654-C



CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition by Magnolia Huntersville II, LLC for the non-contiguous annexation of certain property known as North Creek Village Property, and hereby make the following findings:

- a) The petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58.1.

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

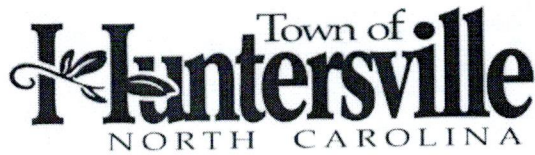
- a) The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the Town of Huntersville.
- b) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the Town of Huntersville.
- c) The area is situated so that the Town of Huntersville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
- d) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to N.C.G.S. §160A-58.1.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 8th day of April, 2024.




Janet Pierson, Town Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO N.C.G.S. 160A-58.2**

(NORTH CREEK VILLAGE, PETITION BY MAGNOLIA HUNTERSVILLE II, LLC)

Resolution No. R-2024-12

WHEREAS, A petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, The Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: by the Board of Commissioners of the Town of Huntersville, North Carolina:

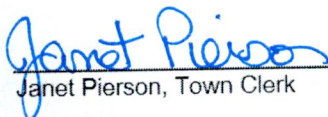
Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at the Huntersville Town Hall located at 101 Huntersville-Concord Road Huntersville NC 28078, at 6:00 p.m. on May 6th, 2024.

Section 2. The area proposed for annexation is described as follows:
(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.

Adopted this 15 day of April, 2024

ATTEST:


Janet Pierson, Town Clerk




Christy Clark, Mayor

APPROVED AS TO FORM:

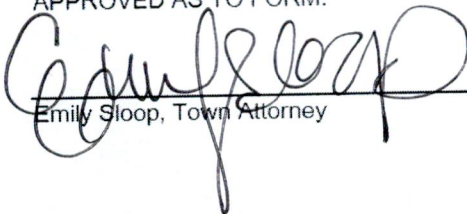

Emily Sloop, Town Attorney

Exhibit A: "North Creek Village" Property Metes & Bounds.

Being all that certain lot, parcel, or tract of land located in Huntersville Township, Mecklenburg County, North Carolina, described as follows:

Beginning at an existing iron rod located in the eastern margin of the right-of-way of Black Farms Road (a 60' public right-of-way) with NAD 83/2011 coordinates of N = 623,671.636 (sft) and E = 1,461,445.531 (sft), the POINT AND PLACE OF BEGINNING; thence from such existing iron rod with the eastern margin of the right-of-way of Black Farms Road, **North 16° 35' 41" West**

306.77 feet to an existing nail; thence leaving the eastern margin of the right-of-way of Black Farms Road along a new boundary line for the following eight (8) courses and distances: **(i) North 72° 32' 38" East 30.34 feet to an existing nail; (ii) North 17° 00' 00" West 33.19 feet to an existing nail; (iii) North 80° 28' 14" East 569.59 feet to a new iron pipe; (iv) South 09° 08' 41" East 270.35 feet to a new iron pipe; (v) North 81° 15' 25" East 157.06 feet to a new iron pipe; (vi) North 03° 07' 33" East 10.32 feet to a point; (vii) along a curve the right having a chord bearing and distance of North 18° 07' 41" East 116.74 feet and an arc length of 118.09 feet and a radius of 225.50 feet to a new iron pipe; (viii) along a curve to the right having a chord bearing and distance of North 19° 36' 04" West 198.50 feet with an arc length of 205.54 feet and a radius of 225.50 feet to a computed point** in a southern line of the property of the Moravian Church in America Southern Province, now or formerly, as described in deed recorded in Deed Book 14526, Page 659 in the Office of the Mecklenburg County Register of Deeds (the "Registry"), being tax parcel identification no. 01107316 (the "Moravian Property"); thence with the southern boundary lines of the Moravian Property the following two (2) courses and distances:

(i) North 80° 27' 04" East 26.62 feet to a 1 ½ inch existing iron pipe; and (ii) South 37° 04' 55" East 127.51 feet to a ¾ inch existing iron rod in the common corner of the aforesaid Moravian Property and the property of CND-North Creek, LLC, either now or formerly, as described in deed recorded in Deed Book 36731, Page 115 of the Registry, having tax parcel ID 01107444 (the "CND Property"); thence with the western and eastern boundary lines of the CND Property the following eighteen (18) courses and distances: **(i) South 37° 07' 38" East 343.54 feet to a ¾ inch existing iron pipe; (ii) South 00° 10' 43" West 136.75 feet to a ¾ inch existing iron pipe; (iii) South 27° 51' 24" East 98.08 feet to a ¾ inch existing iron pipe; (iv) South 18° 09' 10" East 184.36 feet to a ¾ inch existing iron pipe; (v) South 18° 09' 10" East 149.46 feet to a ¾ inch existing iron pipe; (vi) South 04° 58' 37" West 160.63 feet to a 3/4/ inch existing iron pipe; (vii) South 17° 03' 47" East 118.11 feet to a ¾ inch existing iron pipe; (viii) South 03° 54' 06" West 183.09 feet to a ¾ inch existing iron pipe; (ix) South 19° 58' 25" West 600.00 feet to a ¾ inch existing iron pipe; (x) South 04° 58' 50" East 201.54 feet to a ¾ inch existing iron pipe; (xi) South 39° 28' 01" East 249.70 feet to a ¾ inch existing iron pipe; (xii) North 45° 59' 15" East 344.55 feet to a ¾ inch existing iron pipe; (xiii) North 30° 30' 01" East 333.42 feet to a ¾ inch existing iron pipe; (xiv) North 08° 22' 34" East 393.01 feet to a ¾ inch existing iron pipe; (xv) North 52° 03' 59" East 144.99 feet to a ¾ inch existing iron pipe; (xvi) North 36° 25' 55" West 29.11 feet to an existing iron rod; (xvii) North 36° 49' 50" West 78.26 feet to an existing iron rod; and (xviii) North 04° 22' 53" East 516.33 feet to a new iron pipe**; thence with the eastern boundary line of the CND Property and continuing with the eastern margin of the right of way of Prosperity Church Road (a 120 foot public right of way) **North 04° 22' 53"**

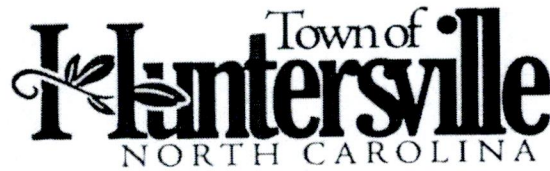
East 1,242.29 feet to a ¾" new iron pipe; thence with the eastern margin of the right-of-way of Prosperity Church Road the following five (5) courses and distances: **(i) North 04° 22' 53" East 19.89 feet to an existing iron rod; (ii) North 04° 22' 53" East 327.26 feet to an existing iron rod; (iii) North 04° 22' 53" East 172.99 feet to an existing iron rod; (iv) North 04° 22' 53" East 25.02 feet to an existing iron rod; and (v) North 04° 22' 53" East 46.41 feet to a ¾" existing iron rod** located at the southeast corner of the intersection of Prosperity Church Road (a 120' public right-of-way) and Sam Furr Road/NC Hwy 73 (a variable width right-of-way), such ¾ inch existing iron rod having NAD 83/2011 coordinates of N=625,275.070 (sft) and E=1,463,250.737 (sft) and Elev.=752.97 (sft) (NAVD-88); thence from such existing iron rod with the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73 (a variable width public right-of-way) the following four (4) courses and distances: **(i) along a curve to the right having a chord bearing and distance of South 54° 00' 33" East 439.77 feet and an arc length of 440.80 feet and a radius of 1,859.86 feet to a computed point; (ii) South 48° 10' 26" East 84.35 feet to a computed point; (iii) along a curve to the right having a chord bearing and distance of South 46° 40' 04" East 37.13 feet and an arc length of 37.13 feet and a radius of 1,950 feet to a computed point; and (iv) South 46° 07' 21" East 277.95 feet to an existing monument,** such existing monument being located at the intersection of the western line of the property of Nancy Gray Limited Family Partnership (the "Gray Property"), either now or formerly, as described by instrument recorded in Deed Book 8879, Page 945, of the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Registry") having tax parcel identification no. 01107310 and the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73; thence from such existing monument with the western boundary line of the Gray Property **South 05° 08' 37" West 209.85 feet to a new iron pipe;** thence with the western boundary of the Gray Property **South 05° 08' 37" West 411.22 feet to an existing stone,** such existing stone being a common corner of the Gray Property with the property of Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 418, of the Registry with tax parcel identification no. 01126125; thence from such existing stone **South 05° 41' 57" West 293.58 feet to an existing iron rod,** such existing iron rod being a common corner of the Cynthia K. Carter Trust and another tract owned by the Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 416, of the Registry with tax parcel identification no. 01126124; thence from such existing iron rod with the western boundary of such second tract of the Cynthia K. Carter Trust **South 05° 41' 57" West 273.02 feet to an existing iron rod,** such existing iron rod being a common corner of such second tract of the Cynthia K. Carter Trust and the property of Greg W. Golden and Gloria P. Golden, either now or formerly, as described by instrument recorded in Deed Book 22440, Page 141, of the Registry with tax parcel identification no. 01126136 (the "Golden Property"); thence from such existing iron rod with the western boundary of the Golden Property **South 05° 41' 57" West 113.63 feet to a new iron pipe;** thence with the western boundary line of the Golden Property **South 05° 41' 57" West 136.37 feet to a computed point,** such point being a common corner of the Golden Property and the property of Larry A. Vickers and Wendy P. Vickers, either now or formerly, as described by instrument recorded in Deed Book 35873, Page 67 of the Registry with tax parcel identification no. 01126123; thence with the western boundary of the Vickers Property **South 05° 41' 57" West 39.53 feet to an existing iron rod;** thence continuing with the western boundary of the Vickers Property **South 05° 41' 57" West 210.38 feet to a computed point,** such computed point being a common corner of the Vickers Property and the property of Michael D. Fisk and Alene Fisk, either now or formerly, as described by instrument recorded in Deed Book 26236, Page 46 of the

Registry with tax parcel identification no. 01126122; thence with the western boundary line of the Fisk Property **South 05° 41' 57" West 99.06 feet to an existing iron rod**; thence continuing with the western boundary of the Fisk Property **South 05° 58' 58" West 150.44 feet to a computed point**, such computed point being a common corner of the Fisk Property and the property of Daniel Caylor and Mayra Caylor, either now or formerly, as described by instrument recorded in Deed Book 35303, Page 795 of the Registry with tax parcel identification no. 01126121; thence from such common corner with the western boundary of the Caylor Property **South 05° 58' 58" West**

182.88 feet to a 21" oak tree; thence from such tree along the western boundary of the Caylor Property **South 05° 58' 58" West 79.93 feet to a computed point**, such computed point being a common corner of the Caylor Property and the property of Michael Vanwingerden and Courtney Vanwingerden, either now or formerly, as described by instrument recorded in Deed Book 22632, Page 724 of the Registry with tax parcel identification no. 01126120; thence with the western boundary line of the Vanwingerden Property the following three (3) courses and distances: **(i) South 05° 58' 58" West 222.90 feet to an existing iron rod**; **(ii) South 66° 33' 58" West 66.59 feet to an existing iron rod**; and **(iii) South 66° 33' 58" West 52.21 feet to a ¾ inch existing iron rod** in the common corner of the Vanwingerden Property and the property of Stier Nemechek Properties, LLC, either now or formerly, as described in deed recorded in Deed Book 35735, Page 831 of the Registry, having tax parcel identification no. 01126119 (the "Stier Property"); thence with the northwest boundary of the Stier Property, **South 31° 01' 03" West 255.36 feet to a ½ inch existing iron rod**, such ½ inch existing iron rod being a common corner of the Stier Property and the property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, having tax parcel identification no. 01126118 (the "Ivester Property") thence with the northwestern boundary line of the Ivester Property, **South 31° 01' 03" West 439.25 feet to a ½ inch existing iron rod**, such ½ inch existing iron rod being a common corner with a second parcel of property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, and having tax parcel identification no. 01126117 (the "Ivester II Property"); thence with the northwestern boundary line of the Ivester II Property, **South 31° 01' 03" West 110.67 feet to a ½ inch existing iron rod**; thence continuing with the northwestern boundary line of the Ivester II Property, **South 30° 57' 22" West 476.98 feet to a computed point**; thence with the northeastern boundary line of the property of Kenneth E. Stauffer and Celeste F. Stauffer, either now or formerly, as described in deed recorded in Deed Book 36823, Page 887 of the Registry, having tax parcel identification no. 01126131 (the "Stauffer Property"), the following five (5) courses and distances: **(i) North 56° 07' 45" West 72.22 feet to a computed point**; **(ii) North 46° 27' 10" West 33.55 feet to a computed point**; **(iii) North 48° 24' 39" West 41.62 feet to a computed point**; **(iv) North 61° 18' 52" West 59.83 feet to a computed point**; and **(v) North 49° 39' 01" West 73.80 feet to a computed point**, such computed point being a common corner of the Stauffer Property and the David Dodillet and Lynette L. Dodillet Property, either now or formerly, as described in deed recorded in Deed Book 37106, Page 205 of the Registry, having tax parcel identification no. 01126130 (the "Dodillet Property"); thence with the northeastern boundary of the Dodillet Property, **North 52° 34' 41" West 280.93 feet to a computed point**; thence with the northeastern boundary line of the property of Jason Barnes and Samantha Barnes, either now or formerly, as described in deed recorded in Deed Book 34754, Page 529 of the Registry, having tax parcel identification no. 01126129 (the "Barnes Property") the following three

(3) courses and distances: **(i) North 50° 29' 42" West 85.00 feet to a computed point**; **(ii) North 57° 11' 31" West 65.08 feet to a computed point**; and **(iii) North 68° 37' 44" West 37.54 feet**

to a computed point; thence leaving the northeastern boundary line of the Barnes Property and with the eastern boundary line of the property of David Eddy and Allison L. Browsher-Eddy, either now or formerly, as described in deed recorded in Deed Book 37286, Page 745 of the Registry, having tax parcel identification no. 01126141 (the "Eddy Property") the following two (2) courses and distances: **(i) North 03° 19' 01" West 444.01 feet to an existing nail; and (ii) North 08° 34' 31" West 215.84 feet to an existing nail;** thence with the eastern boundary line of the Eddy Property and the eastern boundary line of the property of Joseph Edward Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126106, and the eastern boundary line of the property of John F. Black and Marie D. Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126104 (the "Black Property"), **North 08° 34' 31" West 484.70 feet to an iron pipe;** thence continuing with the eastern and northern boundaries of the Black Property, the following four (4) courses and distances: **(i) North 08° 35' 36" West 308.17 feet to a ¾ inch existing iron pipe; (ii) along a curve to the left having a chord bearing and distance of North 37° 53' 19" West 166.32 feet and an arc length of 173.79 feet and a radius of 170.00 feet to a ¾ inch existing iron pipe; (iii) North 67° 10' 29" West 283.94 feet to a ¾ inch existing iron pipe; and (iv) along a curve to the left having a chord bearing and distance of North 81° 08' 31" West 81.81 feet and an arc length of 82.62 feet and a radius of 170.00 feet to a ¾ inch existing iron rod,** such existing ¾ inch iron rod being a common corner with the property of Amanda C. Pitman and Robert L. Pittman, III, either now or formerly, as described in deed recorded in Deed Book 33630, Page 493 of the Registry, having tax parcel identification no. 01126103; thence from such iron rod along the southern, eastern and northern boundary lines of the property of Davis Gibson Investments, LLC, either now or formerly, as described in deed recorded in Book 38491, Page 430, and having tax parcel identification no. 01126102, the following four (4) courses and distances: **(i) North 84° 57' 05" East 50.61 feet to a new iron pipe; (ii) North 06° 50' 33" East 127.88 feet to an existing iron rod; (iii) North 06° 50' 33" East 260.43 feet to an existing iron rod; and (iv) South 82° 59' 51" West 319.95 feet to an existing iron rod,** such existing iron rod being the **POINT AND PLACE OF BEGINNING**; containing approximately 82.928 acres, all as more particularly described on that certain Annexation Map for Magnolia Huntersville II, LLC dated March 4, 2024, and prepared by Borum, Wade and Associates, P.A. as job number C-1654-C.



CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition by Magnolia Huntersville II, LLC for the non-contiguous annexation of certain property known as North Creek Village Property, and hereby make the following findings:

- a) The petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58.1.

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

- a) The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the Town of Huntersville.
- b) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the Town of Huntersville.
- c) The area is situated so that the Town of Huntersville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
- d) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to N.C.G.S. §160A-58.1.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 8th day of April, 2024.




Janet Pierson, Town Clerk

AN ORDINANCE TO ANNEX CERTAIN NON-CONTIGUOUS AREAS
TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

ANNEXATION ORDINANCE 2024-02
(North Creek Village)

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:00 p.m. on the 6th day of May 2024, after due notice by publication in The Charlotte Observer on April 21, 2024; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-58.1; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina;

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 6th day of May 2024:

See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 2. Upon the effective date, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-31(e).

Section 3. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg 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 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 6th day of May 2024.

Mayor: _____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION
(Magnolia Huntersville II, LLC Subdivision)

The property subject to the Petition consists of +/- 82.928-acres, (Meck Co. PIN are 01126113, 01107350, 01107349) and described as follows documents are on file in the Huntersville Planning Dept.

LEGAL DESCRIPTION (ANNEX 24-02)

Being all that certain lot, parcel, or tract of land located in Huntersville Township, Mecklenburg County, North Carolina, described as follows:

Beginning at an existing iron rod located in the eastern margin of the right-of-way of Black Farms Road (a 60' public right-of-way) with NAD 83/2011 coordinates of N = 623,671.636 (sft) and E = 1,461,445.531 (sft), the POINT AND PLACE OF BEGINNING; thence from such existing iron rod with the eastern margin of the right-of-way of Black Farms Road, North 16° 35' 41" West 306.77 feet to an existing nail; thence leaving the eastern margin of the right-of-way of Black Farms Road along a new boundary line for the following eight (8) courses and distances: (i) North 72° 32' 38" East 30.34 feet to an existing nail; (ii) North 17° 00' 00" West 33.19 feet to an existing nail; (iii) North 80° 28' 14" East 569.59 feet to a new iron pipe; (iv) South 09° 08' 41" East 270.35 feet to a new iron pipe; (v) North 81° 15' 25" East 157.06 feet to a new iron pipe; (vi) North 03° 07' 33" East 10.32 feet to a point; (vii) along a curve the right having a chord bearing and distance of North 18° 07' 41" East 116.74 feet and an arc length of 118.09 feet and a radius of 225.50 feet to a new iron pipe; (viii) along a curve to the right having a chord bearing and distance of North 19° 36' 04" West 198.50 feet with an arc length of 205.54 feet and a radius of 225.50 feet to a computed point in a southern line of the property of the Moravian Church in America Southern Province, now or formerly, as described in deed recorded in Deed Book 14526, Page 659 in the Office of the Mecklenburg County Register of Deeds (the "Registry"), being tax parcel identification no. 01107316 (the "Moravian Property"); thence with the southern boundary lines of the Moravian Property the following two (2) courses and distances: (i) North 80° 27' 04" East 26.62 feet to a 1 ½ inch existing iron pipe; and (ii) South 37° 04' 55" East 127.51 feet to a ¾ inch existing iron rod in the common corner of the aforesaid Moravian Property and the property of CND-North Creek, LLC, either now or formerly, as described in deed recorded in Deed Book 36731, Page 115 of the Registry, having tax parcel ID 01107444 (the "CND Property"); thence with the western and eastern boundary lines of the CND Property the following eighteen (18) courses and distances: (i) South 37° 07' 38" East 343.54 feet to a ¾ inch existing iron pipe; (ii) South 00° 10' 43" West 136.75 feet to a ¾ inch existing iron pipe; (iii) South 27° 51' 24" East 98.08 feet to a ¾ inch existing iron pipe; (iv) South 18° 09' 10" East 184.36 feet to a ¾ inch existing iron pipe; (v) South 18° 09' 10" East 149.46 feet to a ¾ inch existing iron pipe; (vi) South 04° 58' 37" West 160.63 feet to a 3/4 inch existing iron pipe; (vii) South 17° 03' 47" East 118.11 feet to a ¾ inch existing iron pipe; (viii) South 03° 54' 06" West 183.09 feet to a ¾ inch existing iron pipe; (ix) South 19° 58' 25" West 600.00 feet to a ¾ inch existing iron pipe; (x) South 04° 58' 50" East 201.54 feet to a ¾ inch existing iron pipe; (xi) South 39° 28' 01" East 249.70 feet to a ¾ inch existing iron pipe; (xii) North 45° 59' 15" East 344.55 feet to a ¾ inch existing iron pipe; (xiii) North 30° 30' 01" East 333.42 feet to a ¾ inch existing iron pipe; (xiv) North 08° 22' 34" East 393.01 feet to a ¾ inch existing iron pipe; (xv) North 52° 03' 59" East 144.99 feet to a ¾ inch existing iron pipe; (xvi) North 36° 25' 55" West 29.11 feet to an existing iron rod; (xvii) North 36° 49' 50" West 78.26 feet to an existing iron rod; and (xviii) North 04° 22' 53" East 516.33 feet to a new iron pipe; thence with the eastern boundary line of the CND Property and continuing with the eastern margin of the right of way of Prosperity Church Road (a 120 foot public right of way) North 04° 22' 53" East 1,242.29 feet to a ¾" new iron pipe; thence with the eastern margin of the right-of-way of Prosperity Church Road the following five (5) courses and distances: (i) North 04° 22' 53" East 19.89 feet to an existing iron rod; (ii) North 04° 22' 53" East 327.26 feet to an existing iron rod; (iii) North 04° 22' 53" East 172.99 feet to an existing iron rod; (iv) North 04° 22' 53" East 25.02 feet to an existing iron rod; and (v) North 04° 22' 53" East 46.41 feet to a ¾" existing iron rod located at the southeast corner of the intersection of Prosperity Church Road (a 120' public right-of-way) and Sam Furr Road/NC Hwy 73 (a variable width right-of-way), such ¾ inch existing iron rod having NAD 83/2011 coordinates of N=625,275.070 (sft) and E=1,463,250.737 (sft) and Elev.=752.97 (sft) (NAVD-88); thence from such existing iron rod with the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73 (a variable width public right-of-way) the following four (4) courses and distances: (i) along a curve to the right having a chord bearing and distance of South 54° 00' 33" East 439.77 feet and an arc length of 440.80 feet and a radius of 1,859.86 feet to a computed point; (ii) South 48° 10' 26" East 84.35 feet to a computed point; (iii) along a curve to the right having a chord bearing and distance of South 46° 40' 04" East 37.13 feet and an arc length of 37.13 feet and a radius of 1,950 feet to a computed point; and (iv) South 46° 07' 21" East 277.95 feet to an existing monument, such existing monument being located at the intersection of the western line of the property of Nancy Gray Limited Family Partnership (the "Gray Property"), either now or formerly, as described by instrument recorded in Deed Book 8879, Page 945, of the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Registry") having tax parcel identification no. 01107310 and the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73; thence from such existing monument with the western boundary line of the Gray Property South 05° 08' 37" West 209.85 feet to a new iron pipe; thence with the western boundary of the Gray Property South 05° 08' 37" West 411.22 feet to an existing stone, such existing stone being a common corner of the Gray Property with the property of Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 418, of the Registry with tax parcel identification no. 01126125; thence from such existing stone South 05° 41' 57" West 293.58 feet to an existing iron rod, such existing iron rod being a common corner of the Cynthia K. Carter Trust and another tract owned by the Cynthia K. Carter

Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 416, of the Registry with tax parcel identification no. 01126124; thence from such existing iron rod with the western boundary of such second tract of the Cynthia K. Carter Trust South 05° 41' 57" West 273.02 feet to an existing iron rod, such existing iron rod being a common corner of such second tract of the Cynthia K. Carter Trust and the property of Greg W. Golden and Gloria P. Golden, either now or formerly, as described by instrument recorded in Deed Book 22440, Page 141, of the Registry with tax parcel identification no. 01126136 (the "Golden Property"); thence from such existing iron rod with the western boundary of the Golden Property South 05° 41' 57" West 113.63 feet to a new iron pipe; thence with the western boundary line of the Golden Property South 05° 41' 57" West 136.37 feet to a computed point, such point being a common corner of the Golden Property and the property of Larry A. Vickers and Wendy P. Vickers, either now or formerly, as described by instrument recorded in Deed Book 35873, Page 67 of the Registry with tax parcel identification no. 01126123; thence with the western boundary of the Vickers Property South 05° 41' 57" West 39.53 feet to an existing iron rod; thence continuing with the western boundary of the Vickers Property South 05° 41' 57" West 210.38 feet to a computed point, such computed point being a common corner of the Vickers Property and the property of Michael D. Fisk and Alene Fisk, either now or formerly, as described by instrument recorded in Deed Book 26236, Page 46 of the Registry with tax parcel identification no. 01126122; thence with the western boundary line of the Fisk Property South 05° 41' 57" West 99.06 feet to an existing iron rod; thence continuing with the western boundary of the Fisk Property South 05° 58' 58" West 150.44 feet to a computed point, such computed point being a common corner of the Fisk Property and the property of Daniel Caylor and Mayra Caylor, either now or formerly, as described by instrument recorded in Deed Book 35303, Page 795 of the Registry with tax parcel identification no. 01126121; thence from such common corner with the western boundary of the Caylor Property South 05° 58' 58" West 182.88 feet to a 21" oak tree; thence from such tree along the western boundary of the Caylor Property South 05° 58' 58" West 79.93 feet to a computed point, such computed point being a common corner of the Caylor Property and the property of Michael Vanwingerden and Courtney Vanwingerden, either now or formerly, as described by instrument recorded in Deed Book 22632, Page 724 of the Registry with tax parcel identification no. 01126120; thence with the western boundary line of the Vanwingerden Property the following three (3) courses and distances: (i) South 05° 58' 58" West 222.90 feet to an existing iron rod; (ii) South 66° 33' 58" West 66.59 feet to an existing iron rod; and (iii) South 66° 33' 58" West 52.21 feet to a ¾ inch existing iron rod in the common corner of the Vanwingerden Property and the property of Stier Nemechek Properties, LLC, either now or formerly, as described in deed recorded in Deed Book 35735, Page 831 of the Registry, having tax parcel identification no. 01126119 (the "Stier Property"); thence with the northwest boundary of the Stier Property, South 31° 01' 03" West 255.36 feet to a ½ inch existing iron rod, such ½ inch existing iron rod being a common corner of the Stier Property and the property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, having tax parcel identification no. 01126118 (the "Ivester Property") thence with the northwestern boundary line of the Ivester Property, South 31° 01' 03" West 439.25 feet to a ½ inch existing iron rod, such ½ inch existing iron rod being a common corner with a second parcel of property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, and having tax parcel identification no. 01126117 (the "Ivester II Property"); thence with the northwestern boundary line of the Ivester II Property, South 31° 01' 03" West 110.67 feet to a ½ inch existing iron rod; thence continuing with the northwestern boundary line of the Ivester II Property, South 30° 57' 22" West 476.98 feet to a computed point; thence with the northeastern boundary line of the property of Kenneth E. Stauffer and Celeste F. Stauffer, either now or formerly, as described in deed recorded in Deed Book 36823, Page 887 of the Registry, having tax parcel identification no. 01126131 (the "Stauffer Property"), the following five (5) courses and distances: (i) North 56° 07' 45" West 72.22 feet to a computed point; (ii) North 46° 27' 10" West 33.55 feet to a computed point; (iii) North 48° 24' 39" West 41.62 feet to a computed point; (iv) North 61° 18' 52" West 59.83 feet to a computed point; and (v) North 49° 39' 01" West 73.80 feet to a computed point, such computed point being a common corner of the Stauffer Property and the David Dodillet and Lynette L. Dodillet Property, either now or formerly, as described in deed recorded in Deed Book 37106, Page 205 of the Registry, having tax parcel identification no. 01126130 (the "Dodillet Property"); thence with the northeastern boundary of the Dodillet Property, North 52° 34' 41" West 280.93 feet to a computed point; thence with the northeastern boundary line of the property of Jason Barnes and Samantha Barnes, either now or formerly, as described in deed recorded in Deed Book 34754, Page 529 of the Registry, having tax parcel identification no. 01126129 (the "Barnes Property") the following three (3) courses and distances: (i) North 50° 29' 42" West 85.00 feet to a computed point; (ii) North 57° 11' 31" West 65.08 feet to a computed point; and (iii) North 68° 37' 44" West 37.54 feet to a computed point; thence leaving the northeastern boundary line of the Barnes Property and with the eastern boundary line of the property of David Eddy and Allison L. Browsher-Eddy, either now or formerly, as described in deed recorded in Deed Book 37286, Page 745 of the Registry, having tax parcel identification no. 01126141 (the "Eddy Property") the following two (2) courses and distances: (i) North 03° 19' 01" West 444.01 feet to an existing nail; and (ii) North 08° 34' 31" West 215.84 feet to an existing nail; thence with the eastern boundary line of the Eddy Property and the eastern boundary line of the property of Joseph Edward Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126106, and the eastern boundary line of the property of John F. Black and Marie D. Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126104 (the "Black Property"), North 08° 34' 31" West 484.70 feet to an iron pipe; thence continuing with the eastern and northern boundaries of the Black Property, the following four (4) courses and distances: (i) North 08° 35' 36" West 308.17 feet to a ¾ inch existing iron pipe; (ii) along a curve to the left having a chord bearing and distance of North 37° 53' 19" West 166.32 feet and an arc length of 173.79 feet and a radius of 170.00 feet to a ¾ inch existing iron pipe; (iii) North 67° 10' 29" West 283.94 feet to a ¾ inch existing iron pipe; and (iv) along a curve to the left having a chord bearing and distance of North 81° 08' 31" West 81.81 feet and an arc length of 82.62 feet and a radius of 170.00 feet to a ¾ inch existing iron rod, such existing ¾ inch iron rod being a common corner with the

property of Amanda C. Pitman and Robert L. Pittman, III, either now or formerly, as described in deed recorded in Deed Book 33630, Page 493 of the Registry, having tax parcel identification no. 01126103; thence from such iron rod along the southern, eastern and northern boundary lines of the property of Davis Gibson Investments, LLC, either now or formerly, as described in deed recorded in Book 38491, Page 430, and having tax parcel identification no. 01126102, the following four (4) courses and distances: (i) North $84^{\circ} 57' 05''$ East 50.61 feet to a new iron pipe; (ii) North $06^{\circ} 50' 33''$ East 127.88 feet to an existing iron rod; (iii) North $06^{\circ} 50' 33''$ East 260.43 feet to an existing iron rod; and (iv) South $82^{\circ} 59' 51''$ West 319.95 feet to an existing iron rod, such existing iron rod being the POINT AND PLACE OF BEGINNING; containing approximately 82.928 acres, all as more particularly described on that certain Annexation Map for Magnolia Huntersville II, LLC dated March 4, 2024, prepared by Borum, Wade and Associates, P.A. as job number C-1654-C.



Exhibit A

Legal Description

Being all that certain lot, parcel, or tract of land located in Huntersville Township, Mecklenburg County, North Carolina, described as follows:

Beginning at an existing iron rod located in the eastern margin of the right-of-way of Black Farms Road (a 60' public right-of-way) with NAD 83/2011 coordinates of N = 623,671.636 (sft) and E = 1,461,445.531 (sft), the POINT AND PLACE OF BEGINNING; thence from such existing iron rod with the eastern margin of the right-of-way of Black Farms Road, **North 16° 35' 41" West 306.77 feet to an existing nail**; thence leaving the eastern margin of the right-of-way of Black Farms Road along a new boundary line for the following eight (8) courses and distances: **(i) North 72° 32' 38" East 30.34 feet to an existing nail; (ii) North 17° 00' 00" West 33.19 feet to an existing nail; (iii) North 80° 28' 14" East 569.59 feet to a new iron pipe; (iv) South 09° 08' 41" East 270.35 feet to a new iron pipe; (v) North 81° 15' 25" East 157.06 feet to a new iron pipe; (vi) North 03° 07' 33" East 10.32 feet to a point; (vii) along a curve the right having a chord bearing and distance of North 18° 07' 41" East 116.74 feet and an arc length of 118.09 feet and a radius of 225.50 feet to a new iron pipe; (viii) along a curve to the right having a chord bearing and distance of North 19° 36' 04" West 198.50 feet with an arc length of 205.54 feet and a radius of 225.50 feet to a computed point** in a southern line of the property of the Moravian Church in America Southern Province, now or formerly, as described in deed recorded in Deed Book 14526, Page 659 in the Office of the Mecklenburg County Register of Deeds (the "Registry"), being tax parcel identification no. 01107316 (the "Moravian Property"); thence with the southern boundary lines of the Moravian Property the following two (2) courses and distances: **(i) North 80° 27' 04" East 26.62 feet to a 1 ½ inch existing iron pipe; and (ii) South 37° 04' 55" East 127.51 feet to a ¾ inch existing iron rod** in the common corner of the aforesaid Moravian Property and the property of CND-North Creek, LLC, either now or formerly, as described in deed recorded in Deed Book 36731, Page 115 of the Registry, having tax parcel ID 01107444 (the "CND Property"); thence with the western and eastern boundary lines of the CND Property the following eighteen (18) courses and distances: **(i) South 37° 07' 38" East 343.54 feet to a ¾ inch existing iron pipe; (ii) South 00° 10' 43" West 136.75 feet to a ¾ inch existing iron pipe; (iii) South 27° 51' 24" East 98.08 feet to a ¾ inch existing iron pipe; (iv) South 18° 09' 10" East 184.36 feet to a ¾ inch existing iron pipe; (v) South 18° 09' 10" East 149.46 feet to a ¾ inch existing iron pipe; (vi) South 04° 58' 37" West 160.63 feet to a ¾ inch existing iron pipe; (vii) South 17° 03' 47" East 118.11 feet to a ¾ inch existing iron pipe; (viii) South 03° 54' 06" West 183.09 feet to a ¾ inch existing iron pipe; (ix) South 19° 58' 25" West 600.00 feet to a ¾ inch existing iron pipe; (x) South 04° 58' 50" East 201.54 feet to a ¾ inch existing iron pipe; (xi) South 39° 28' 01" East 249.70 feet to a ¾ inch existing iron pipe; (xii) North 45° 59' 15" East 344.55 feet to a ¾ inch existing iron pipe; (xiii) North 30° 30' 01" East 333.42 feet to a ¾ inch existing iron pipe; (xiv) North 08° 22' 34" East 393.01 feet to a ¾ inch existing iron pipe; (xv) North 52° 03' 59" East 144.99 feet to a ¾ inch existing iron pipe; (xvi) North 36° 25' 55" West 29.11 feet to an existing iron rod; (xvii) North 36° 49' 50" West 78.26 feet to an existing iron rod; and (xviii) North 04° 22' 53" East 516.33 feet to a new iron pipe**; thence with the eastern boundary line of the CND Property and continuing with the eastern margin of the right of way of Prosperity Church Road (a 120 foot public right of way) **North 04° 22' 53"**

East 1,242.29 feet to a ¾" new iron pipe; thence with the eastern margin of the right-of-way of Prosperity Church Road the following five (5) courses and distances: **(i) North 04° 22' 53" East 19.89 feet to an existing iron rod; (ii) North 04° 22' 53" East 327.26 feet to an existing iron rod; (iii) North 04° 22' 53" East 172.99 feet to an existing iron rod; (iv) North 04° 22' 53" East 25.02 feet to an existing iron rod; and (v) North 04° 22' 53" East 46.41 feet to a ¾" existing iron rod** located at the southeast corner of the intersection of Prosperity Church Road (a 120' public right-of-way) and Sam Furr Road/NC Hwy 73 (a variable width right-of-way), such ¾ inch existing iron rod having NAD 83/2011 coordinates of N=625,275.070 (sft) and E=1,463,250.737 (sft) and Elev.=752.97 (sft) (NAVD-88); thence from such existing iron rod with the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73 (a variable width public right-of-way) the following four (4) courses and distances: **(i) along a curve to the right having a chord bearing and distance of South 54° 00' 33" East 439.77 feet and an arc length of 440.80 feet and a radius of 1,859.86 feet to a computed point; (ii) South 48° 10' 26" East 84.35 feet to a computed point; (iii) along a curve to the right having a chord bearing and distance of South 46° 40' 04" East 37.13 feet and an arc length of 37.13 feet and a radius of 1,950 feet to a computed point; and (iv) South 46° 07' 21" East 277.95 feet to an existing monument,** such existing monument being located at the intersection of the western line of the property of Nancy Gray Limited Family Partnership (the "Gray Property"), either now or formerly, as described by instrument recorded in Deed Book 8879, Page 945, of the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Registry") having tax parcel identification no. 01107310 and the southern margin of the right-of-way of Sam Furr Road/NC Hwy 73; thence from such existing monument with the western boundary line of the Gray Property **South 05° 08' 37" West 209.85 feet to a new iron pipe;** thence with the western boundary of the Gray Property **South 05° 08' 37" West 411.22 feet to an existing stone,** such existing stone being a common corner of the Gray Property with the property of Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 418, of the Registry with tax parcel identification no. 01126125; thence from such existing stone **South 05° 41' 57" West 293.58 feet to an existing iron rod,** such existing iron rod being a common corner of the Cynthia K. Carter Trust and another tract owned by the Cynthia K. Carter Trust, either now or formerly, as described by instrument recorded in Deed Book 29495, Page 416, of the Registry with tax parcel identification no. 01126124; thence from such existing iron rod with the western boundary of such second tract of the Cynthia K. Carter Trust **South 05° 41' 57" West 273.02 feet to an existing iron rod,** such existing iron rod being a common corner of such second tract of the Cynthia K. Carter Trust and the property of Greg W. Golden and Gloria P. Golden, either now or formerly, as described by instrument recorded in Deed Book 22440, Page 141, of the Registry with tax parcel identification no. 01126136 (the "Golden Property"); thence from such existing iron rod with the western boundary of the Golden Property **South 05° 41' 57" West 113.63 feet to a new iron pipe;** thence with the western boundary line of the Golden Property **South 05° 41' 57" West 136.37 feet to a computed point,** such point being a common corner of the Golden Property and the property of Larry A. Vickers and Wendy P. Vickers, either now or formerly, as described by instrument recorded in Deed Book 35873, Page 67 of the Registry with tax parcel identification no. 01126123; thence with the western boundary of the Vickers Property **South 05° 41' 57" West 39.53 feet to an existing iron rod;** thence continuing with the western boundary of the Vickers Property **South 05° 41' 57" West 210.38 feet to a computed point,** such computed point being a common corner of the Vickers Property and the property of Michael D. Fisk and Alene Fisk, either now or formerly, as described by instrument recorded in Deed Book 26236, Page 46 of the

Registry with tax parcel identification no. 01126122; thence with the western boundary line of the Fisk Property **South 05° 41' 57" West 99.06 feet to an existing iron rod**; thence continuing with the western boundary of the Fisk Property **South 05° 58' 58" West 150.44 feet to a computed point**, such computed point being a common corner of the Fisk Property and the property of Daniel Caylor and Mayra Caylor, either now or formerly, as described by instrument recorded in Deed Book 35303, Page 795 of the Registry with tax parcel identification no. 01126121; thence from such common corner with the western boundary of the Caylor Property **South 05° 58' 58" West 182.88 feet to a 21" oak tree**; thence from such tree along the western boundary of the Caylor Property **South 05° 58' 58" West 79.93 feet to a computed point**, such computed point being a common corner of the Caylor Property and the property of Michael Vanwingerden and Courtney Vanwingerden, either now or formerly, as described by instrument recorded in Deed Book 22632, Page 724 of the Registry with tax parcel identification no. 01126120; thence with the western boundary line of the Vanwingerden Property the following three (3) courses and distances: **(i) South 05° 58' 58" West 222.90 feet to an existing iron rod**; **(ii) South 66° 33' 58" West 66.59 feet to an existing iron rod**; and **(iii) South 66° 33' 58" West 52.21 feet to a ¾ inch existing iron rod** in the common corner of the Vanwingerden Property and the property of Stier Nemechek Properties, LLC, either now or formerly, as described in deed recorded in Deed Book 35735, Page 831 of the Registry, having tax parcel identification no. 01126119 (the "Stier Property"); thence with the northwest boundary of the Stier Property, **South 31° 01' 03" West 255.36 feet to a ½ inch existing iron rod**, such ½ inch existing iron rod being a common corner of the Stier Property and the property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, having tax parcel identification no. 01126118 (the "Ivester Property") thence with the northwestern boundary line of the Ivester Property, **South 31° 01' 03" West 439.25 feet to a ½ inch existing iron rod**, such ½ inch existing iron rod being a common corner with a second parcel of property of John Ivester, Jr. and Susan Ivester, either now or formerly, as described in deed recorded in Deed Book 25763, Page 555 of the Registry, and having tax parcel identification no. 01126117 (the "Ivester II Property"); thence with the northwestern boundary line of the Ivester II Property, **South 31° 01' 03" West 110.67 feet to a ½ inch existing iron rod**; thence continuing with the northwestern boundary line of the Ivester II Property, **South 30° 57' 22" West 476.98 feet to a computed point**; thence with the northeastern boundary line of the property of Kenneth E. Stauffer and Celeste F. Stauffer, either now or formerly, as described in deed recorded in Deed Book 36823, Page 887 of the Registry, having tax parcel identification no. 01126131 (the "Stauffer Property"), the following five (5) courses and distances: **(i) North 56° 07' 45" West 72.22 feet to a computed point**; **(ii) North 46° 27' 10" West 33.55 feet to a computed point**; **(iii) North 48° 24' 39" West 41.62 feet to a computed point**; **(iv) North 61° 18' 52" West 59.83 feet to a computed point**; and **(v) North 49° 39' 01" West 73.80 feet to a computed point**, such computed point being a common corner of the Stauffer Property and the David Dodillet and Lynette L. Dodillet Property, either now or formerly, as described in deed recorded in Deed Book 37106, Page 205 of the Registry, having tax parcel identification no. 01126130 (the "Dodillet Property"); thence with the northeastern boundary of the Dodillet Property, **North 52° 34' 41" West 280.93 feet to a computed point**; thence with the northeastern boundary line of the property of Jason Barnes and Samantha Barnes, either now or formerly, as described in deed recorded in Deed Book 34754, Page 529 of the Registry, having tax parcel identification no. 01126129 (the "Barnes Property") the following three (3) courses and distances: **(i) North 50° 29' 42" West 85.00 feet to a computed point**; **(ii) North 57° 11' 31" West 65.08 feet to a computed point**; and **(iii) North 68° 37' 44" West 37.54 feet**

to a computed point; thence leaving the northeastern boundary line of the Barnes Property and with the eastern boundary line of the property of David Eddy and Allison L. Browsher-Eddy, either now or formerly, as described in deed recorded in Deed Book 37286, Page 745 of the Registry, having tax parcel identification no. 01126141 (the “Eddy Property”) the following two (2) courses and distances: **(i) North 03° 19’ 01” West 444.01 feet to an existing nail; and (ii) North 08° 34’ 31” West 215.84 feet to an existing nail;** thence with the eastern boundary line of the Eddy Property and the eastern boundary line of the property of Joseph Edward Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126106, and the eastern boundary line of the property of John F. Black and Marie D. Black, either now or formerly, as described in deed recorded in Deed Book 2618, Page 15 of the Registry, and having tax parcel identification no. 01126104 (the “Black Property”), **North 08° 34’ 31” West 484.70 feet to an iron pipe;** thence continuing with the eastern and northern boundaries of the Black Property, the following four (4) courses and distances: **(i) North 08° 35’ 36” West 308.17 feet to a ¾ inch existing iron pipe; (ii) along a curve to the left having a chord bearing and distance of North 37° 53’ 19” West 166.32 feet and an arc length of 173.79 feet and a radius of 170.00 feet to a ¾ inch existing iron pipe; (iii) North 67° 10’ 29” West 283.94 feet to a ¾ inch existing iron pipe; and (iv) along a curve to the left having a chord bearing and distance of North 81° 08’ 31” West 81.81 feet and an arc length of 82.62 feet and a radius of 170.00 feet to a ¾ inch existing iron rod,** such existing ¾ inch iron rod being a common corner with the property of Amanda C. Pitman and Robert L. Pittman, III, either now or formerly, as described in deed recorded in Deed Book 33630, Page 493 of the Registry, having tax parcel identification no. 01126103; thence from such iron rod along the southern, eastern and northern boundary lines of the property of Davis Gibson Investments, LLC, either now or formerly, as described in deed recorded in Book 38491, Page 430, and having tax parcel identification no. 01126102, the following four (4) courses and distances: **(i) North 84° 57’ 05” East 50.61 feet to a new iron pipe; (ii) North 06° 50’ 33” East 127.88 feet to an existing iron rod; (iii) North 06° 50’ 33” East 260.43 feet to an existing iron rod; and (iv) South 82° 59’ 51” West 319.95 feet to an existing iron rod,** such existing iron rod being the **POINT AND PLACE OF BEGINNING;** containing approximately 82.928 acres, all as more particularly described on that certain Annexation Map for Magnolia Huntersville II, LLC dated March 4, 2024, and prepared by Borum, Wade and Associates, P.A. as job number C-1654-C.



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planner Director

Subject: Petition #TA24-03 Zoning Ordinance Amendment for Conditional Rezoning Districts

EXPLAIN REQUEST:

Petition #TA23-03 is a text amendment proposed by the Huntersville Planning Department staff to amend Chapter 3.1.2 and 11.4.7 k of the Huntersville Zoning Ordinance. The purpose of the text amendment is to clarify the intent of conditional rezoning districts, and to update the process through which code modifications are considered.

ACTION RECOMMENDED:

Consider final action for Petition #TA24-03.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA24-03 Staff Report FA - 5 6 24
2. Ordinance - 2 29 24
3. Signed Text Amendment Application
4. HOAB March 7 2024 Minutes

TA24-03 Conditional Zoning District - Intent and Modifications Amendment

PART 1: DESCRIPTION

TA24-03 is a text amendment request by the Town of Huntersville Planning Department to amend Article 3.1.2 and 11.4.7 to clarify the intent and zoning ordinance modification process for Conditional Zoning Districts.

PART 2: BACKGROUND

Several policies of the Huntersville 2040 Plan recommend that the Town look for ways to offer flexibility from zoning regulations to encourage developments with excellent design or which provide exceptional public benefit. Article 11.4.7 (k) of the Huntersville Zoning Ordinance currently allows for such flexibility through the conditional rezoning process. However, that flexibility is significantly limited. Modifications are allowed only when the “spirit of the regulations are maintained”. Currently then, major changes or eliminations of certain zoning requirements may be considered inappropriate due to not being consistent with the principle of the regulation or the intent of the underlying zoning district.

To allow the greater flexibility that the 2040 plan recommends, Planning Staff proposes to remove the reference to the “spirit of the regulations”. Thus, the Town Board would have broader legislative discretion on modifications to the zoning standards. For instance, the Town Board would be able to greatly decrease or modify a design requirement through the rezoning process. Design elements such as parking space number and location, building height, architecture, setbacks, lot width, lot size, tree save, landscaping, etc. could be amended. It would also open the ability for the Board to modify the density, attached residential percentage, and open space requirement of the underlying general zoning district.

However, to better clarify the intent and purpose for the new ordinance flexibility, Article 3.1.2 of the ordinance would also be amended with this application. This section would include specific examples of the types of projects that would be appropriate for conditional district rezoning approval; projects with design that exceeds the minimum ordinance standards (excellent design), that include a new or improved public space, or that provides exceptional public benefit. These additions though are meant to be examples and not an exhaustive list. The Town Board at its sole discretion would decide what projects qualify for a conditional zoning district and what modifications to the ordinance are appropriate.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

TA-23-04 is consistent with the following Huntersville 2040 Community Plan policies.

- **LU-8: Emphasize form and flexibility in Mixed-Use Centers, Employment Centers, the Town core, and Activity Centers.** *Staff Comment:* The proposed amendment would increase the flexibility to ordinance standards through the conditional zoning district process. The Town Board would have greater freedom to alter design requirements of the ordinance.
- **LU-8.2: Evaluate and strengthen incentives to encourage the achievement of higher design standards.** *Staff Comment:* The greater flexibility allowed through the conditional process would be a strong incentive for developments to raise the standard level of their design. Changes to Chapter 3.1.2 would also give specific examples of the higher design standards desired by the Town. Developers and

the public would then have a clear understanding of what type of project could qualify for a conditional rezoning district.

- **Excellence in Design Box – Page 66:** *Staff Comment:* This box highlights the 2040 plan’s emphasis on offering flexibility in exchange for excellent design. It gives examples of excellent design, including projects that offer “exceptional public benefit”. Staff took the language in this box and incorporated it in the intent language of Chapter 3.1.2. Therefore, it would be highlighted in the ordinance that the intent of the conditional rezoning district and ordinance design modifications is to achieve an excellent development project that exceeds the regular standards of the ordinance.
- **LU-10.4: Consider allowing additional flexibility in site design in exchange for more quality open space preservation to allow for conservation of natural resources in the Transitional and Rural zoning districts.** *Staff Comment:* Through the conditional district review process, the Town Board could approve greater design flexibility in exchange for quality and unique open space preservation.
 - **Benefits of Flexible Site Design Box – Page 83:** *Staff Comment:* This box highlights how flexibility to design standards can help conserve natural resources in less urban parts of the Town. By modifying the minimum lot sizes and setbacks of a subdivision, the development can better space the site so that natural resources are less disturbed. It notes that through the 2020 plan public input survey, 59% of survey participants supported providing flexibility in site design to protect natural resources. The proposed amendment would give the Town Board greater ability to provide flexibility to protect natural resources.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment due to its consistency with policies LU-8, LU-8.1, and LU-10.4 of the Huntersville 2040 Plan. TA24-03 would provide greater flexibility to developments through the conditional rezoning process while at the same time encouraging extraordinary design.

It is reasonable and in the public interest to approve the application because it allows creative and unique developments that add exceptional public benefit to the Town’s built environment that would otherwise be restricted by the ordinance.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD-

On March 7, 2024, the Huntersville Ordinance Advisory Board recommended to approve the application by a 5-1 vote.

PART 6: PUBLIC HEARING

The Public Hearing was held on April 1, 2024. No one from the public spoke for or against the application. After discussion between the Board and staff on the effect of the application, the public hearing was closed.

PART 7: PLANNING BOARD RECOMMENDATION

On April 23, 2024, the Planning Board considered the application at its regularly scheduled meeting. After discussion on the effects of the language, the Board unanimously recommended approval of the application.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Proposed Ordinance
3. HOAB Minutes

PART 9: STATEMENT OF CONSISTENCY – TA24-03		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA24-03, Planning Staff recommends approval based on consistency with policies LU-8, LU-8.2, and LU-10.4 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it would provide greater flexibility to developments through the conditional rezoning process while at the same time encouraging extraordinary design with exceptional public benefit.	APPROVAL: In considering the proposed amendment TA24-03, the Planning Board recommends approval based on the amendment being consistent with policies LU-8, LU-8.2, and LU-10.4 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it would provide greater flexibility to developments through the conditional rezoning process while at the same time encouraging extraordinary design with exceptional public benefit.	APPROVAL: In considering the proposed amendment TA24-03, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA24-03, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... <i>(Explain)</i>

AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE ZONING ORDINANCE ON CONDITIONAL DISTRICT REZONINGS AND ORDINANCE MODIFICATIONS

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 3.1.2 of the Zoning Ordinance, Conditional Zoning Districts, is hereby amended as follows (new language in bold, removed language strikethrough):

3.1.2 Conditional Zoning Districts

Conditional zoning districts correspond to general districts. **Conditional zoning districts may be appropriate for situations including, but not limited to, the following:** ~~They provide for those situations where a particular use, properly planned, may be appropriate for a particular site, but where~~

1. The general district has insufficient standards to mitigate the site-specific impact on surrounding areas.
2. **Projects where modifications of the ordinance standards may be needed to provide flexibility for design that exceeds minimum ordinance standards.**
3. **Projects that provide a public benefit such as a new or improved public space or transportation improvements. Examples may include, but are not limited to, public streetscape improvements, parking facilities, greenway construction, transit facilities, etc.**

The Town Board in its sole discretion will determine the merit of the proposed conditional district. Uses that may be considered for a conditional zoning district are restricted to those uses permitted in the corresponding general zoning district. Conditional Zoning Districts are established on an individualized basis, at the request of all owners of the property to be included, according to the procedures of Section 11.4. Zoning of a conditional zoning district is not intended for securing early or speculative reclassification of property. It is expected that, in most cases, the standards of the General Districts appropriately regulate the site-specific impact of permitted uses and structures on surrounding areas.

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Article 11.4.7 (k). of the Zoning Ordinance, is hereby amended as follows:

11.4.7 (k) In approving a conditional zoning district, the Town Board may modify standards established in the Zoning or Subdivision ordinance ~~provided the spirit of the regulations are maintained.~~

Section 3. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: Proposed 3/7/24

PLANNING BOARD: Proposed 4/23/24

TOWN BOARD: Proposed 5/6/24



Text Amendment Application

Date of Application _____ 2/26/24 _____

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

_____ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

___x___ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): _____ Chapter 3.1.2 and 11.4.7 K _____ Article(s): _____ Section(s): _____

See attached Ordinance

Current Ordinance

Proposed Text

Reason for Proposed Change

To update the intent of Conditional District Rezoning, and to clarify the decision standards for zoning ordinance modifications that are approved through the conditional rezoning process.

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name _____ Brad Priest _____

☐ Corporation ☐ Limited Liability Company ☐ Trust ☒ Partnership ☐ Other: _____ Planning Staff _____

Signature _____ Date _____ 2/27/24 _____

Title _____ Assistant Planning Director _____ Email _____ bpriest@huntersville.org _____

Address of Applicant _____ 101 Huntersville Concord Road _____

Property Owner (if different than applicant)

* Printed Name _____

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

Contact Information

**Town of Huntersville
Planning Department**
PO Box 664
Huntersville, NC 28070

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: _____

Staff Initials: _____

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, March 7, 2024.

Call to Order/Roll Call

Chairwoman Hallman called the meeting to order at 3:30 pm.

Voting Members Present: A. Hallman, K. Jones, M. Jones, S. Harrington, S. Hensley, and H. Whittaker

Voting Members Absent: J. Kluttz, M. Pollard & J. Palillo

Non-Voting Members Present: Commissioner Bergman, B. Richards, T. Barron, and E. Sloop.

Non-Voting Members Absent: None

Approval of Minutes

Item 2A. Consider approval of the January 4, 2024, Regular Meeting Minutes

Motion: M. Jones made a Motion to Approve the January 4, 2024, regular meeting minutes as amended. S. Harrington seconded the motion.

Vote: The motion passed unanimously (6-0).

Public Comments

G. Campbell, Huntersville

D. Boone, Huntersville

Action Agenda

4A. TA24-03: Conditional District. Proposed amendment to clarify the intent of the zoning districts and modify ordinance allowance considerations in the Conditional District (CD) rezoning process.

B. Priest, Assistant Planning Director reviewed the proposed text amendment.

K. Jones asked if there were examples of approved conditional rezonings that would have been handled differently had this text amendment been in place. Staff explained that there are no examples since the conditional rezoning process is entirely legislative the Town Board can negotiate the results. This amendment is an attempt to give some idea of what the results could be but does not seek to lock in one way or another what the results will be without the legislative process.

M. Jones commented that he likes the flexibility but it might be good to add some language to this to avoid creating liability for the Town as the flexibility is subject to N.C.G.S. 160D-702b. Staff clarified that it was intentional in the draft of this amendment to continue to allow Zoning Ordinance Article 11.4.7 to deal with the requirements and actual process of approving

conditional rezonings which highlights that all conditions must be voluntary and cannot violate 160D or make someone do something arbitrary. This amendment is to Article 3 which is the intent, the high-level vision and goals.

H. Whittaker asked what the Town would gain from this versus what we currently have. A. Hallman also asked about why this type of change is needed. Staff commented that the goal is to gain more flexibility in what we can negotiate on with the applicant. The proposed amendment could allow staff when meeting with the applicant to have more flexibility to share with them the 2040 Plan goals and vision to try to get better design and better development.

S. Hensley described the proposed amendment as lowering the guardrails and asked if there are still guardrails in place within the proposed amendment to ensure that the legislative process is properly executed. Staff responded that the Town Board would really be the guardrails, the proposed amendment and the 2040 Plan wording are to increase flexibility. There are many unique designs and projects that the Ordinance, written in 1996, does not envision. The statement within the Zoning Ordinance that a project be within the spirit of the ordinance can be limiting.

Motion: K. Jones made a motion to recommend Approval of TA24-03, a request by Huntersville Planning Department for a text amendment. S. Hensley seconded the motion.

A. Hallman commented that the legislative process seems to grant full flexibility already so she doesn't see how this would help one way or another. Staff provided an example of downtown parking and that there is no flexibility that staff can support at this time, but some projects and parcels could really benefit from requesting a condition to have parking requirements waived.

Vote: The motion passed (5-1) with A. Hallman opposed.

4B. TA24-04: Proposed amendment to remove reference to Ordinance Advisory Board from Zoning Ordinance Article 11.4.3(a) and Subdivision Ordinance Article 5.000

B. Richards, Planning Director reviewed the proposed text amendment as a result of the adoption of the updated Ordinance Advisory Board Rules of Procedure on Monday, March 4, 2024, by the Town Board.

M. Jones requested that it be noted in the minutes that the updated rules of procedure have not been signed by the mayor and therefore the Board is not yet subject to the updated rules of procedure. Additionally, the agenda was changed without the consent of the Board Chair. Staff stated that the rules of procedure have been signed by the mayor and the email was just sent to the Board members.

Motion: K. Jones made a motion to Approve TA24-04, proposed amendment to remove reference to Ordinance Advisory Board from Zoning Ordinance Article 11.4.3(a) and Subdivision Ordinance Article 5.000. S. Harrington seconded the motion.

H. Whittaker asked what the purpose of his volunteering for this Board was with these changes. The Chair responded that with these changes the Board will serve the purpose of hearing and discussing only what staff presents to them.

K. Jones stated that it was explained to her by the previous Planning Director that her role was to look at ordinances and offer suggestions to Staff for text amendments, not to write or submit something for a text amendment. She then asked when the intent of the Board changed. Staff responded that the evolution of the Ordinance and Board are an on going process and subject to change.

S. Hensley commented that he was not in support of the changing of the bylaws but it has been done and now this text amendment falls within the scope of what the Ordinance Advisory Board is tasked to complete. Given the change to the bylaws he will support the motion but he would have preferred no action on this item.

A. Hallman commented that she understands that the bylaws have passed but she disagrees with this change. She does not believe that this is in the public interest and she understands that the vote of this board does not matter, the item will move forward.

Vote: The motion failed (1-4-1) with A. Hallman, M. Jones, S. Harrington, K. Jones opposed and H. Whittaker abstaining.

Motion: A. Hallman made a motion to Deny TA24-04, proposed amendment to remove reference to Ordinance Advisory Board from Zoning Ordinance Article 11.4.3(a) and Subdivision Ordinance Article 5.000. M. Jones seconded the motion.

Vote: The motion passed (5-0-1) with S. Hensley abstaining.

Other Business

5A. Follow up discussion related to street stubs.

B. Richards, Planning Director reviewed the connectivity goals as outlined in the 2040 Long Range Community Plan. Staff stated that the Engineering Standards guide does review curb cuts and sidewalks and there are existing developments that were approved prior to the current standards which were adopted in 2018. S. Trott, Director of Engineering provided examples around Town of the variety of curb cuts, sidewalks, cul-de-sac that exist in the Town.

S. Harrington commented that he is satisfied knowing that the standards are in place to ensure that pedestrians and persons in wheelchairs have a safe and accessible way to cross the street. In his opinion, the goal has never been to go back and mitigate developments prior to 2018.

S. Hensley asked staff if they were comfortable with the current process, or if they feel that any changes should be made to address this further. Staff stated that they are comfortable with the current process.

Adjourn

Motion: H. Whittaker made a Motion to Adjourn. M. Jones seconded the motion.

Vote: The motion passed unanimously (6-0).

Approved this ____ day of _____ 2024.

Chair or Vice Chair

Board Secretary



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Barry Graham, Chief of Police

Subject: 100 Handheld Police Radios Purchase

EXPLAIN REQUEST:

It's crucial that we replace approximately 100 handheld radios by the end of this year. This is a pressing budgetary issue that will require some time to order and ship to us. Hence, I am requesting to utilize the remaining money in our drug task force seizure funds to purchase these radios now, with the expectation that we will have them by the end of the year.

The quote we received for the radios was \$766,195. At the time of this email, we have a combined total of \$722,518 in our two accounts. This leaves us short, but we have budgeted to replace the remaining few handhelds and purchase some car radios in the upcoming (FY25) budget year.

I believe using the drug task force seizure money will solve several issues. This will provide the needed equipment without burdening the taxpayers and allow the use of all the remaining funds in our accounts. The usage of these remaining funds will provide us with a "start fresh" to the equitable sharing accounts and allow easier tracking of the incoming monies and their associated cases.

Currently, the Huntersville Police Department has officers assigned to many different task forces. The Homeland Security Investigations (HSI) and the Drug Enforcement Administration (DEA) are the two agencies that are large contributors to our equitable sharing program. Both of these task forces are fighting to identify, disrupt, and dismantle cartels and other transnational criminal organizations (TCOs) engaged in illegal narcotics smuggling activities. All the funds that are seized are in some way associated with drugs and or human trafficking.

All seizures occur through the federal agency that each officer is working with, and that federal agency is responsible for prosecution in criminal and civil cases. Each suspect has the same rights as every other citizen in any criminal court nationwide. They have the right to face their accusers, legal counsel, evidence disclosure, and the right to an appeal if they believe there has been a miscarriage of justice.

ACTION RECOMMENDED:

Board approval to move forward with obtaining a contract with Motorola to purchase the radios and use the equitable sharing funds to pay for the large majority of the cost. The remaining cost will come from budgetary funds.

FINANCIAL IMPLICATIONS:

Total amount of the purchase is \$766,195. At the time of this Board request, we have a total of \$722,518 in the drug task force funds. The remaining amount will come from budgetary funds.

ATTACHMENTS:

1. 500790 Certification of Award (COA)
2. Radio Contract 2 4 22 24



STATE OF NORTH CAROLINA

Department of Information Technology Statewide IT Procurement Office

Certification of Award

THIS IS NOT A PURCHASE ORDER

STATE TERM CONTRACT NO: 725G

File No. 500790

Please reference this State Term Contract Number for any Purchase Order, Invoice or Correspondence

TO: Captain Sean Freeston

Town of Huntersville

DATE: 4/22/2024

REQUISITION NO.: Emailed

DELIVERY: FOB Destination

In accordance with the requirements of N.C.G.S. §143B-1350, we certify a contract of the items listed below to be ordered by you. Issue the order immediately and directly to the vendor listed, giving complete shipping instructions. Order only the item(s) listed and the quantity(ies) as shown in the contract document. Price(s) includes delivery to destination. Read the contract in its entirety including the attached Terms and Conditions to be aware of any action necessary on your part.

Commodity Number: 831119

Motorola radios and Smart Connect for the Town of Huntersville.

TOTAL = \$766,195.00

In accordance with NC State Term Contract 725G and the following Motorola Solutions, Inc. Quote #2477671.

Vendor:

Motorola Solutions, Inc.
(State Contract 725G)
PO Box 122
Holly Springs, NC 27540

Melissa Anderson

Melissa Anderson
Strategic Sourcing
Statewide IT Procurement Office

INSTRUCTIONS TO VENDORS:

1. **THIS IS NOT A PURCHASE ORDER.** Do not make shipment until you have received an official order from the using agency.
2. Invoices should be made out to the using agency and forwarded directly to them for payment
3. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the using agency.
4. Applicable North Carolina sales and use tax shall be added to invoices as a separate item.
5. Please note the contract award description above: the contract awarded to you may be a portion of the contract rather than the complete contract.



105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 766-2220

CONTRACT FOR GOODS

SELLER: Motorola Solutions, Inc.
500 W. Monroe Street, Suite 4400
Chicago, IL 60661

Terrence Pruitt
terrence.pruitt@motorolasolutions.com

PROJECT: Purchase of Motorola Radios
SITE Huntersville Police Department
LOCATION(S): 9630 Julian Clark Ave.
Huntersville, NC 28078

This Contract for good, and all exhibits, (collectively this "Contract") is entered into this _____ day of _____, 20____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Motorola Solutions, Inc., located at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (the "Seller").

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Sale of Goods. Pursuant to the terms and conditions of this Contract and Exhibits attached hereto and incorporated herein by reference, the Seller agrees to deliver possession to the Town, and the Town shall pay for and accept from the Seller, the "Goods" as shown in Exhibit B, attached hereto.
2. Purchase Price. In consideration of the Goods, Town shall pay to Seller the Purchase Price as shown in the Exhibit B attached hereto.
3. Bid Documents. If applicable, Seller and Town acknowledge that this Contract for Goods is based on bid documents submitted by Seller to Town. The bid documents shall control any terms not stated herein.
4. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, and the terms and conditions of the Additional Addendum, attached hereto as Exhibit C, shall be a part of this Contract. Exhibits A and C are hereby incorporated by reference, and all parties agree to be bound thereby. In the event of any conflict of terms, the terms set out in Exhibit C shall prevail.
5. Delivery. Seller shall deliver the Goods to Town within the date specified in the bid documents. If the Contract was not subject to bidding requirements, the Seller shall deliver the Goods to the location and by the date specified in Exhibit B. Seller shall be responsible for freight, delivery, and shipping costs. Seller shall retain title to and ownership of the Goods until they are delivered to the Town.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20_____.

Seller

Town of Huntersville

Name:

Name of Seller (type or print)

Town Manager

By:

(Signature)

Attest: _____
Town Clerk

Title:

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

Attest:

(Secretary, if a corporation)

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract."
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification and Limitation of Liability.** To the greatest extent allowed by North Carolina law, the Contractor shall indemnify and hold harmless the Town, its officers, agents, and employees from and against third-party claims, losses, costs, damages, expenses (including expenses of litigation), and reasonable attorneys' fees ("Claims") for personal injury, death or direct damage to tangible property arising from the Contractor's negligent acts or omissions in the performance of this Contract. Contractor's duties under this section are conditioned upon: (a) The Town promptly notifying the Contractor in writing of the Claim; (b) the Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) the Town cooperating with the Contractor and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.
9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the

Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
12. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
13. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the Contractor's work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Town, the Contractor shall bear all cost arising there from.
14. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.

15. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
16. **Assignment.** Neither party may assign, pledge, or in any manner encumber it's rights under this Contract or delegate the performance of any of its obligations hereunder, without the other parties prior, express written consent.
17. **General Provisions.** The Parties' remedies as set forth herein are not exclusive. Any delay or omission by the either party in exercising any right hereunder, or any waiver by a of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
18. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town for the Goods outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Goods and shall run to the Town and any user of the Goods. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed..
19. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, goods substantially similar to those so terminated.
20. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Goods actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
21. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.

22. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
23. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
24. **Valid Contract for Goods.** In order for a Contract of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
25. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
26. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
27. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
28. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
29. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement. Notwithstanding the above, the Town will pay Contractor for all conforming services rendered, and equipment or parts provided, up to the date of termination.
30. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
31. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
32. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

EXHIBIT B – GOODS AND PRICINGS

(Insert description of goods purchased)

03/27/2024

HUNTERSVILLE, TOWN OF
102 GILEAD RD
HUNTERSVILLE, NC 28078

RE: Motorola Quote for APX N70
Dear Sean Freeston,

Motorola Solutions is pleased to present HUNTERSVILLE, TOWN OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide HUNTERSVILLE, TOWN OF with the best products and services available in the communications industry. Please direct any questions to Zach Fallon at zachfallon@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Zach Fallon

Motorola Solutions Manufacturer's Representative

Billing Address:
HUNTERSVILLE, TOWN OF
102 GILEAD RD
HUNTERSVILLE, NC 28078
US

Quote Date:03/27/2024
Expiration Date:05/26/2024
Quote Created By:
Zach Fallon
zachfallon@callmc.com

End Customer:
HUNTERSVILLE, TOWN OF
Sean Freeston
sfreeston@huntersville.org

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	100		\$5,014.00	\$3,559.94	\$355,994.00
1a	QA08824AA	ALT: 3.0" HOLSTER	100		\$12.87	\$9.14	\$914.00
1b	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	100		\$0.00	\$0.00	\$0.00
1c	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	100		\$0.00	\$0.00	\$0.00
1d	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	100		\$0.00	\$0.00	\$0.00
1e	QA03399AK	ADD: ENHANCED DATA	100		\$0.00	\$0.00	\$0.00
1f	H499KC	ENH: SUBMERSIBLE (DELTA T)	100		\$0.00	\$0.00	\$0.00
1g	BD00001AA	ADD: CORE BUNDLE	100		\$3,106.00	\$2,205.26	\$220,526.00
1h	BD00010AA	ADD: SECURITY BUNDLE	100		\$1,023.00	\$726.33	\$72,633.00
1i	BD00037AA	ADD: AUDIO BUNDLE	100		\$268.00	\$190.28	\$19,028.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	H38DA	ADD: SMARTZONE OPERATION	100		\$0.00	\$0.00	\$0.00
1k	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	100		\$0.00	\$0.00	\$0.00
1l	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	100		\$0.00	\$0.00	\$0.00
1m	QA00580BA	ADD: TDMA OPERATION	100		\$0.00	\$0.00	\$0.00
1n	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	100		\$0.00	\$0.00	\$0.00
1o	QA09113AA	ADD: BASELINE RELEASE SW	100		\$0.00	\$0.00	\$0.00
1p	Q361CD	ADD: P25 9600 BAUD TRUNKING	100		\$0.00	\$0.00	\$0.00
1q	QA09001AM	ADD: WIFI CAPABILITY	100		\$0.00	\$0.00	\$0.00
1r	Q387CB	ADD: MULTICAST VOTING SCAN	100		\$0.00	\$0.00	\$0.00
1s	QA09028AA	ADD: VIQI VC RADIO OPERATION	100		\$0.00	\$0.00	\$0.00
1t	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	100		\$0.00	\$0.00	\$0.00
1u	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	100		\$0.00	\$0.00	\$0.00
1v	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	100		\$0.00	\$0.00	\$0.00
1w	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	100		\$0.00	\$0.00	\$0.00
1x	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	100		\$0.00	\$0.00	\$0.00
2	SSV01S01407A	SMARTPROGRAMMING	100	1 YEAR	\$75.00	\$72.00	\$7,200.00
3	SSV01S01406A	SMARTCONNECT	100	1 YEAR	\$75.00	\$72.00	\$7,200.00
4	SSV01S01476A	SMARTLOCATE	100	1 YEAR	\$75.00	\$72.00	\$7,200.00
5	SSV01S01907A	SMARTMAPPING	100	1 YEAR	\$75.00	\$72.00	\$7,200.00
6	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	100		\$225.50	\$160.11	\$16,011.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	LSV01S03082A	RADIOCENTRAL PROGRAMMING	100	1 YEAR	\$32.04	\$30.76	\$3,076.00
8	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	100		\$486.00	\$345.06	\$34,506.00
9	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	100		\$207.14	\$147.07	\$14,707.00

Grand Total **\$766,195.00(USD)**

Notes:

- + Promotional pricing for 1 year Application Service trial.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transreflective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Mission-Critical Audio

For first responders in mission-critical situations, the APX N70 offers high dynamic range microphones and an adaptive sound engine that minimizes background noise and promotes clarity, amplifying intelligible voice communication between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.

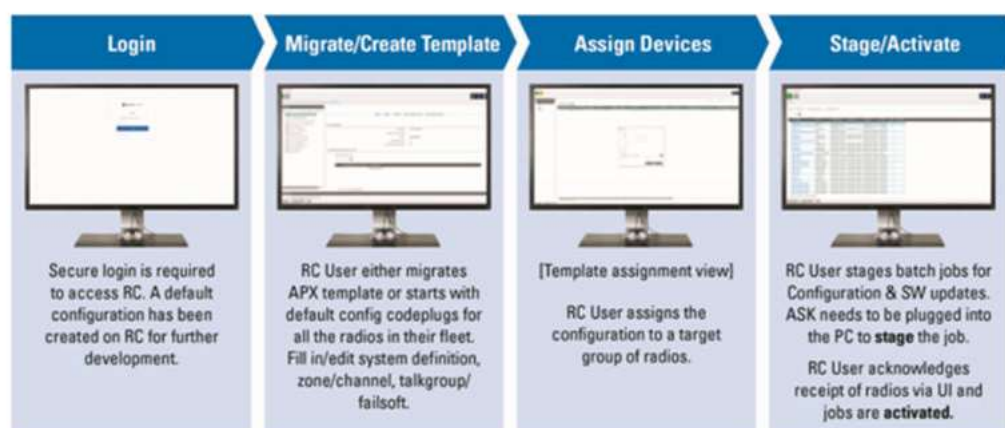


Figure 1: APX N70 Provisioning via Radio Central



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Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

EXHIBIT C– Additional Addendum

Motorola Solutions Customer Addendum

This Motorola Solutions Customer Addendum (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Addendum (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “**Services**”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in

such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other

matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers

of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services (“**Customer-Provided Equipment**”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’s ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, “**Non-Motorola Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola’s policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party’s terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola._

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. NOT USED

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. To the greatest extent allowed by North Carolina law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING,

RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. The Parties acknowledge that Customer is subject to and bound by North Carolina public records laws set forth in North Carolina General Statutes Chapter 132 and all other applicable sections governing public records.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, except as required by law, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer’s collection, creation, and use of the Customer Data (including in connection with Motorola’s Products and Services), and Motorola’s use of such Customer Data in accordance with the

Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents

necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**");

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of North Carolina, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Charlotte, North Carolina, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Mecklenburg County, North Carolina. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in

any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. NOT USED

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. NOT USED.

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or

equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the "**EPSLA Term**") will commence upon the Effective Date set forth on the signature and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Software Products Addendum

This Software Products Addendum (this “**SPA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

2. Software Systems; Applicable Terms and Conditions.

2.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

3. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer’s (or the applicable Authorized User’s) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the “**System Completion Date**”). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer’s Beneficial Use of the Product (“**Product Completion Date**”), which may occur before the

System Completion Date. As used in this Section, “**Beneficial Use**” means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

4. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration (“**Post-Deployment Services**”). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

5. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

6. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

7. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“**API**”) offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

9. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

10. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

10.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-

premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

10.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

10.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

11. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch ("CAD") or Records Products under this SPA.

11.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

11.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

12. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

12.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

12.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

12.3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

12.4. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (the “**Subscription Software Agreement**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the Town of Huntersville, NC (“**Customer**”) and will be subject to, and governed by the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “**MCA**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This Subscription Software Agreement governs Customer’s purchase of cloud-based software as a service products and other software which is licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) and related services, which may be recurring or one-time (“**Services**”) provided by Motorola. Subscription Software and Services are collectively referred to as the “**Software and Services**”. Additional terms and conditions applicable to specific Software and Services are set forth in one or more addenda attached to this Subscription Software Agreement (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon statements of work, schedules, technical specifications, and other ordering documents setting forth the Software and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This Subscription Software Agreement, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in this Subscription Software Agreement, but only as applicable to the Software and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in this Subscription Software Agreement or any Addenda, but only as applicable to the Software and Services described on such Ordering Document.

2. Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation (as defined below) for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software or Services may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms below.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any

representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.5. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Software and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Software and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.6. Documentation. Software and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Software and Services.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Software and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Software and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Support of Downloaded Clients. If Customer purchases any Subscription Software that requires a client installed locally on Customer-Provided Equipment, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any Subscription Software will support prior versions of a client.

2.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Software and Services in any jurisdiction in which the provision of such Software and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Software and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Subscription Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3. **Term and Termination.**

3.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this Subscription Software Agreement (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription

Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this Subscription Software Agreement during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

3.2. Term. The term of this Subscription Software Agreement ("**Term**") will commence on the Effective Date and continue until the expiration or termination of all Subscription Terms under this Subscription Software Agreement, unless this Subscription Software Agreement is earlier terminated in accordance with the terms herein.

3.3. Termination.

3.3.1. For Default. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Notwithstanding the foregoing, Motorola may terminate the Agreement (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 10.3 – Subscription Software License**, **Section 10.4 – End User Licenses**, or **Section 10.5 – Customer Restrictions** of this Subscription Software Agreement, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

3.3.2. Addenda; Ordering Documents. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3.3. Wind Down of Subscription Software. Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

3.4. Suspension of Services. Motorola may terminate or suspend any Software and Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Software is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.5. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Subscription Software Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will stop use of any Subscription Software and return or destroy (at Motorola's option) all Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer

must pay Motorola for Software and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Unless otherwise provided in an Ordering Document, Customer will prepay an annual subscription fee for each Subscription Software and associated recurring Service, and pay any fees specified for other Services provided hereunder in accordance with the applicable Addendum or Ordering Document (the "**Fees**"), before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. Fees may be changed by Motorola at any time, except that Motorola will not change the applicable Fees during a Subscription Term.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing; Payment. Customer will pay Fees upon the earlier of (a) thirty (30) days prior to the commencement of the applicable Subscription Term, and (b) within thirty (30) days of the applicable invoice date, or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Software and Services.

4.4. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in this **Section 4 – Payment and Invoicing**.

5. Customer-Provided Equipment; Non-Motorola Content.

5.1. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Software and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Software and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Software and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.2. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, equipment, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Software and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Software and Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Software and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola

Content in connection with providing the Software and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Software and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Software and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Software and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Software and Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Software and Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.1 – Intellectual Property Infringement**.

5.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Software. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, SOFTWARE AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed Subscription Software (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.1 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.1.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace

or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer a pro-rated refund of any amounts pre-paid for the Infringing Product.

7.1.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Subscription Software or Services with any products or materials not provided by Motorola; (c) any Subscription Software or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Subscription Software or Services by a party other than Motorola; (e) use of the Subscription Software or Services in a manner for which the Subscription Software or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Subscription Software or Services that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.1.3. This **Section 7.1 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.2. Customer Indemnity. To the greatest extent allowed by North Carolina law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Software and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Subscription Software or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID FOR THE SUBSCRIPTION SOFTWARE TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. **ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SUBSCRIPTION SOFTWARE OR SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF SUBSCRIPTION SOFTWARE OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE SUBSCRIPTION SOFTWARE AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; (G) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (H) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (I) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (J) TRACKING AND LOCATION-BASED SERVICES; (K) BETA SERVICES; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SUBSCRIPTION SOFTWARE OR SERVICES.

8.4. **Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

9. Confidentiality.

9.1. **Confidential Information.** “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Software and Services, and Documentation, as well as any other information relating to the Software and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. The Parties acknowledge that Customer is subject to and bound by North Carolina public records laws set forth in North Carolina General Statutes Chapter 132 and all other applicable sections governing public records.

9.2. **Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, except as required by law, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 – Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. **Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's

Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights and Subscription Software License; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Software and Services or by Motorola's support of the Software and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Software and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Software or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Subscription Software or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Software and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Services or other Motorola Materials, or permit any third party to do so.

10.3. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an

Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Agreement.

10.4. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

10.5. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others, including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software, software used to provide the Subscription Software, or Documentation for or to any third party; take any action that would cause the Subscription Software or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

10.6. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.7 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.7.3 – Sub-processors**.

10.7. Processing Customer Data.

10.7.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.7.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Software and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.7.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.8. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this Subscription Software Agreement or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 14.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.9. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.10. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Software and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this Subscription Software Agreement. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Software and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.11. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.12. Improvements; Software and Services. The Parties agree that, notwithstanding any provision of this Subscription Software Agreement or the Agreement to the contrary, all fixes, modifications and improvements to the services or products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer

agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

12. Force Majeure; Delays Caused by Customer.

12.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

12.2. Delays Caused by Customer. Motorola's performance of the Software and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 12.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

13. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**");

13.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of North Carolina, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Software and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

13.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 13.2 – Negotiation; Mediation** will take place in Charlotte, North Carolina, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 13.3 – Litigation, Venue, Jurisdiction** below.

13.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Mecklenburg County, North Carolina. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

14. General.

14.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Software and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Software and Services. Motorola may, at its discretion, cease providing or otherwise modify Software and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

14.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to the Subscription Software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

14.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

14.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

14.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

14.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

14.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the Subscription Software will be a direct and intended third-party beneficiary of this Agreement.

14.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

14.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

14.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of

any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

14.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.5 – Customer Obligations; Section 3 – Term and Termination; Section 4 – Payment and Invoicing; Section 6.2 – Warranty Disclaimer; Section 7.2 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights and Subscription Software License; Data; Feedback; Section 12 – Force Majeure; Delays Caused by Customer; Section 13 – Disputes; and Section 14 – General.**

14.12. Entire Addendum. This Addendum, including all Addenda and Ordering Documents, constitutes the entire Addendum regarding the subject matter hereto, and supersedes all previous addendums, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this Subscription Software Agreement as of the Effective Date.

Subscription Services Addendum 1:

Verizon Service Terms - APXNext

For purposes of this Addendum, "Service" means wireless services provided directly or indirectly by Verizon which may include but is not limited to data transmission services between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. Customer acknowledges that Motorola is not a Telecommunications Services Provider, as defined in the 47 U.S.C.A. sec. 163, and to include within that definition, but not be limited to, Inter-exchange Carrier, BLEC, CLEC, ILEC and/or DLEC, or wireless service provider pursuant to licenses issued by the FCC pursuant to the FCC's rules.

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR THE COMPANY PRODUCT OR SERVICE. WITH RESPECT TO VERIZON.

Content Disclaimer. Neither Verizon nor Motorola exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial content. Verizon is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Customer regarding Services.

Network Monitoring. Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under this Agreement and represents that it will have at all relevant times the necessary consents from all end users.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.

Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI"). [Not Applicable to Arizona customers.] Verizon and its affiliates (the "Verizon Companies") may need Customer's permission to share information about Customer as described below. The Federal Communications Commission ("FCC") and various states require Verizon to protect certain information that is made available to it solely by virtue of Customer relationship with it. This information is known as Customer Proprietary Network Information CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The Verizon Companies acknowledge that Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the Verizon Companies not to use Customer's CPNI or to limit use and disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Customer designates. By its signature on this Agreement, Customer grants the Verizon Companies permission, solely for the purpose of offering Customer current and future products and services available from the Verizon Companies and from the Vodafone Companies, to use, to permit access to and to disclose Company's CPNI among the Verizon Companies, to their agents, contractors, and partners, and to the Vodafone Companies. (The "Vodafone Companies" refers to Vodafone Group PLC, Vodafone Group Service Limited, their affiliates and partner networks).

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 11 OF THE AGREEMENT, NEITHER MOTOROLA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

- A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;
- B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,
- C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF

ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES; OR INTENTIONAL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S OR MOTOROLA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.



Request for Board Action May 6, 2024

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Handheld Radio Budget Amendment

EXPLAIN REQUEST:

Appropriate DOJ - Equitable Sharing revenue (403421.9999.12007) of \$219,467.98 and Treasury Equitable revenue (403421.9999.14007) of \$503,051.72 in non-capitalized expense (405100.0280) for the purchase of Police handheld radios for a total of \$722,519.70. The remaining balance of \$43,675.30 will be purchased within the existing Police budget for a total radio price of 766,195.

ACTION RECOMMENDED:

Approve budget amendment.

FINANCIAL IMPLICATIONS:

No net impact to General fund balance.

ATTACHMENTS:

None