

**TOWN OF MATTHEWS
RESOLUTION
APPROVING LAND DEVELOPMENT SERVICES
INTERLOCAL COOPERATION AGREEMENT
WITH
MECKLENBURG COUNTY**

WHEREAS, the Town of Matthews and Mecklenburg County have the power pursuant to General Statute 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and to enter into interlocal cooperation agreements to specify the details of the undertaking; and

WHEREAS, G.S. 160A-360(d) and (g) collectively allow a county, on request of a town council, as evidenced by a formally adopted resolution of the town council, to exercise any of the land development powers set out in Article 19 of Chapter 160A within the town's corporate limits and within the town's specified area of extraterritorial jurisdiction; and

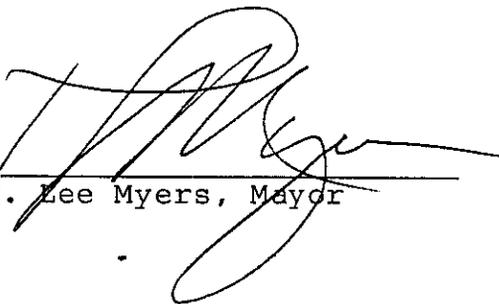
WHEREAS, the Town of Matthews would like to formalize its prior arrangements with Mecklenburg County for Mecklenburg County's Engineering and Building Standards Department to administer the Town's land development ordinances by entering into the Land Development Services Interlocal Cooperation Agreement ("Agreement"); and

WHEREAS, the Town would also like for Mecklenburg County to continue to exercise the County's regulatory powers as set forth in those Mecklenburg County ordinances listed in paragraph 1 of the Agreement within the Town's corporate limits and the Town's specified area of extraterritorial jurisdiction; now, therefore, be it

RESOLVED that the Matthews Town Council approves that certain Land Development Services Interlocal Cooperation Agreement between Mecklenburg County and

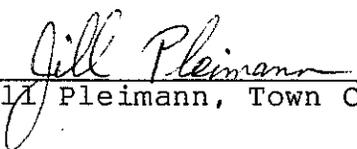
the Town of Matthews made as of July 1, 1999, authorizes Mecklenburg County to exercise its regulatory powers as set forth in those Mecklenburg County ordinances which are listed in paragraph 1 of the Agreement within the Town's corporate limits and within the Town's specified area of extraterritorial jurisdiction, and authorizes its Town Manager to execute said Land Development Services Interlocal Cooperation Agreement.

ADOPTED this the 10th day of January, ~~1999~~
2000



R. Lee Myers, Mayor

ATTEST:



Jill Pleimann, Town Clerk

A RESOLUTION STATING THE INTENT OF THE TOWN OF MATTHEWS, NORTH CAROLINA, TO CONSIDER SIMULTANEOUS ANNEXATIONS OF FIVE AREAS DESCRIBED HEREIN AND FIXING THE DATE OF A PUBLIC INFORMATIONAL MEETING AND DATE OF PUBLIC HEARING ON THE QUESTION OF ANNEXATION.

BE IT RESOLVED by the Board of Commissioners of the Town of Matthews:

Section 1. That it is the intent of the Board of Commissioners of the Town of Matthews to consider simultaneous annexations of the following described five (5) territories pursuant to Part 3, Article 4A of Chapter 160A of the General Statutes of North Carolina:

See the legal descriptions for the Williams Crossing area, the Duke Power Substation/Independence Boulevard area, the CPCC area, the Mount Harmony Church Road area, and the Idlewild Park area, all attached hereto and incorporated herein.

Section 2. That a public informational meeting on the question of annexing the above described territories will be held at the Town Hall in Matthews, North Carolina, at 7:00 P.M. on the 30th day of March, 2000, at which time plans for extending services to said territories will be explained and all residents and property owners in said territories and all residents of the Town of Matthews will be given an opportunity to ask questions and receive answers.

Section 3. That a public hearing on the question of annexing the above described territories will be held at the Town Hall in Matthews, North Carolina, at 7:00 P.M. on the 10th day of April, 2000, at which time plans for extending services to said territories will be explained and all residents and property owners in said territories and all residents of the Town of Matthews will be given an opportunity to be heard.

Section 4. That a report of plans for extending services to the above described territories shall be made available for public inspection at the office of the Town Clerk at least thirty (30) days prior to the date of said public informational meeting.

Section 5. That notice of said public informational meeting and said public hearing shall be given by publication as required by law and by mail notice as required by law.

Adopted this the 8th day of February, 2000.



Mayor

ATTEST:



Town Clerk

LEGAL DESCRIPTION ("WILLIAMS")

A certain tract or parcel of land lying and being in the Morningstar Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron pipe being located S 12-26-26 W 152.11 feet from an existing iron rebar at the common corner of Lot 1 and Lot 2, Windsor Chase recorded in Map Book 23, Page 839 of the Mecklenburg County Public Registry, said iron pipe also being located in the right-of-way of Williams Road (60' public right-of-way), and runs thence within the right-of-way of Williams Road N 76-05-03 E 407.15 feet to an existing iron rebar located in said right-of-way of Williams Road; thence through the southerly margin of Williams Road and along the westerly line of A. R. Williams, et. ux. property recorded in Deed Book 1801, Page 117, Ted C. Caudle property recorded in Deed Book 5647, Page 181, Pleasant T. Roper, et. ux. property recorded in Deed Book 3099, Page 487, Zane H. Williams, et. ux. property recorded in Deed Book 3358, Page 65, Zane H. Williams, et. ux. property recorded in Deed Book 4574, Page 263, Lot 17, 18, 20 and part of Lot 21, Williams Station recorded in Map Book 23, Page 445, S 10-41-08 E passing an existing iron rebar at 1220.33 feet, an existing iron rebar at 1389.31 feet at the common corner of Lot 17 and Lot 18, an existing iron rebar at 1520.08 feet at the common corner of Lot 18 and Lot 20, an existing iron rebar at 1594.78 feet at the common corner of Lot 20 and Lot 21, continuing for a total distance of 1708.07 feet to a bent existing iron rebar on the easterly line of the common area of Williams Crossing, Map 3, recorded in Map Book 30, Page 153; thence with the annexation boundary two (2) courses and distances 1) S 45-28-11 W 321.61 feet to a point, 2) S 07-35-08 E to an existing iron rebar on the northerly line of Robert J. Sied, et. ux. property as described in Deed Book 5213, Page 220; thence with the Sied's northerly line S 72-07-23 W passing an existing iron rebar at 0.82 feet continuing for a total distance of 217.68 feet to a bent existing iron rebar; thence with the annexation boundary two (2) courses and distances 1) N 02-19-43 E 879.13 feet to a point, 2) N 89-06-17 W 120.57 feet to a stone at the southerly corner of Lot 26, Matthews Commons, Map 3 recorded in Map Book 28, Page 227; thence with the easterly line of Lot 26, Lot 25, Lot 24, Lot 13, Lot 12 and Lot 11 of Matthews Commons and Richard C. Forbes, et. ux. property recorded in Deed Book 1634, Page 532 N 10-47-07 W 832.77 feet to the point and place of **BEGINNING** and containing 17.02 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated December 30, 1999.

LEGAL DESCRIPTION ("DUKE POWER")

A certain tract or parcel of land lying and being in the Morningstar Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar at the southwesterly corner of Mason & Schelldorf Leasing Company property as described in Deed Book 8716, Page 953 recorded in the Mecklenburg County Public Registry, said iron being on the westerly margin of U.S. Highway #74 (variable public right-of-way) and runs thence with the westerly margin of U.S. Highway #74 S 34-53-40 E 678.04 feet to a point at the northeasterly corner of High Equity Partners L.P. property as described in Deed Book 5706, Page 25; thence along the northerly line of said High Equity Partners property, Home Depot U.S.A., Inc. property recorded in Deed Book 6977, Page 632, Matthews Township Land, LLC property recorded in Deed Book 7867, Page 898 and CB Matthews Village, Inc. recorded in Deed Book 7913, Page 679, S 64-56-04 W passing an existing iron rebar at 1328.48 feet and an existing iron rebar at 1418.01 feet for a total distance of 1504.15 feet to an existing iron pipe at the southeast corner of B. J. Crowell property as described in Deed Book 2136, Page 214; thence with Crowell's easterly line N 31-58-27 W 617.16 feet to a point on the southerly line of Charlotte Mecklenburg Board of Education property as described in Deed Book 8825, Page 840; thence with Charlotte Mecklenburg Board of Education's southerly line N 51-11-16 E 485.00 feet to a point on a southerly corner of Mecklenburg County property as described in Deed 7656, Page 266; thence with the southerly line of Mecklenburg County property, the southerly terminus of Independence Pointe Parkway (80' public right-of-way) and the southerly line of aforementioned Mason & Schelldorf property N 68-23-16 E passing an existing iron rebar at 81.41 feet, an existing iron rebar at 165.65 feet and an existing iron rebar at 176.56 for a total distance of 993.34 feet to the point and place of **BEGINNING** and containing 23.50 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated December 14, 1999.

LEGAL DESCRIPTION ("CPCC")

A certain tract or parcel of land lying and being in the Morningstar Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at a point on the easterly margin of Ridge Road (60' right-of-way), said point being located North 19-31-22 East 2149.66 feet from N.C.G.S. Monument "MO99" (Northing 494,559.59, Easting 1,492,981.09), said point also being located South 11-15-40 East 136.49 feet from an existing nail at the intersection of the westerly margin of Ridge Road (60' right-of-way) and the northerly margin of Tank Town Road (60' right-of-way), and runs thence from said point and place of **BEGINNING** along the southerly margin of Tank Town Road the following eight (8) courses and distances: 1) North 37-20-24 West 542.45 feet to a point, 2) North 63-46-40 West 211.14 feet to a point, 3) North 89-59-20 West 333.74 feet to a point, 4) North 71-36-39 West 199.76 feet to a point, 5) North 53-20-39 West 423.50 feet to a point, 6) North 48-43-14 West 274.85 feet to a point, 7) North 44-05-25 West 232.48 feet to a point, 8) North 45-56-49 West 67.76 feet to a right-of-way monument on the southerly margin of Interstate Highway #485 (variable right-of-way); thence with the southerly margin of Interstate Highway #485 the following eight (8) courses and distances: 1) North 67-32-15 East 65.42 feet to a right-of-way monument, 2) North 72-47-30 East 189.45 feet to a right-of-way monument, 3) North 62-43-45 East 400.76 feet to a right-of-way monument, 4) North 70-52-58 East 250.76 feet to a right-of-way monument, 5) North 62-50-12 East 250.63 feet to a right-of-way monument, 6) North 72-47-28 East 365.78 feet to a point, 7) North 68-35-15 East 195.67 feet to a point, 8) with the arc of a circular curve to the right having a radius of 2546.48 feet and an arc distance of 948.68 feet (chord: North 82-12-06 East 943.20 feet) to a right-of-way monument on the easterly margin of Ridge Road (60' right-of-way); thence with the easterly margin of Ridge Road the following twelve (12) courses and distances: 1) South 11-46-54 West 90.09 feet to a point, 2) South 19-35-33 West 100.24 feet to a point, 3) South 24-30-04 West 216.53 feet to a point, 4) South 25-38-07 West 69.87 feet to a point, 5) South 25-32-49 West 163.46 feet to a point, 6) South 25-48-21 West 190.77 feet to a point, 7) South 25-35-47 West 187.75 feet to a point, 8) South 22-31-40 West 180.46 feet to a point, 9) South 16-31-45 West 238.70 feet to a point, 10) South 14-44-32 West 223.33 feet to a point, 11) South 15-08-53 West 183.19 feet to a point, 12) South 15-03-14 West 295.35 feet to the point and place of **BEGINNING** and containing 55.57 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated November 29, 1999.

LEGAL DESCRIPTION ("MT. HARMONY")

A certain tract or parcel of land lying and being in the Morningstar Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar being located at an easterly corner of Cevina Investments, Inc. property as described in Deed Book 9628, Page 756 recorded in the Mecklenburg County Public Registry, said iron also being on the northerly margin of U. S. Highway #74 (variable public right-of-way) and running thence within the right-of-way of U. S. Highway #74 the following three (3) courses and distances: 1) S 53-08-18 W 54.87 feet to a point, 2) N 38-45-04 W 782.35 feet to a point, 3) N 60-15-52 E 223.88 feet to a point on the northerly margin of U. S. Highway #74, said point being the southwest corner of Grady Reid Hill property as described in Deed Book 9242, Page 164; thence with Grady Reid Hill's southerly line the following two (2) courses and distances: 1) N 60-15-52 E 474.35 feet to a point, 2) N 34-04-05 E crossing a pk nail in the center line of Stevens Mill Road (aka Stillwell Road) at 271.80 feet, a total distance of 302.53 feet to a point on the northerly margin of the aforesaid Stillwell Road; thence with the northerly margin of Stillwell Road the following five (5) courses and distances: 1) S 53-35-31 E 125.58 feet to a point, 2) S 53-54-25 E passing a right-of-way monument at 52.70 feet for a total distance of 570.56 feet, 3) S 55-45-17 E 45.64 feet to a point, 4) S 59-41-13 E 43.94 feet to a point, 5) S 65-51-02 E 51.11 feet to a point; thence with a new line S 53-08-18 W 35.10 feet to a pk nail within the right-of-way of Stillwell Road, said nail being a northerly corner of Charles Roger Martin property as described in Deed Book 8932, Page 182; thence with the northerly line of the Charles Roger Martin property, continuing through Mt. Harmony Church Road and along the northerly line of the aforementioned Cevina property S 53-08-18 W 1122.99 feet to the point and place of **BEGINNING** and containing 18.63 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated December 14, 1999.

LEGAL DESCRIPTION ("IDLEWILD")

A certain tract or parcel of land lying and being in the Morningstar Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an axle at the common corner of the Bayne Enterprises, Inc. property as described in Deed Book 2237, Page 229 and the Mecklenburg County Property as described in Deed Book 7151, Page 547 recorded in the Mecklenburg County Public Registry, said axle also being the southwest corner of Lot 8, Block 1 of Idlewild Acres as recorded in Map Book 1698, Page 473 of said Registry; and runs thence with the southerly rear line of Lot 8, Lot 7, Lot 6, Lot 5, Lot 4 and a portion of Lot 3, Block 1 of Idlewild Acres the following three (3) courses and distances: 1) N 66-46-07 E 160.50 feet to an existing iron pipe being the common corner of Lot 7 and Lot 6, 2) N 66-43-16 E 299.90 feet to an existing iron rebar being the common corner of Lot 4 and Lot 3, 3) N 68-58-10 E 2.13 feet to an existing iron rebar being the northwest corner Ronald L. Price property as described in Deed Book 9678, Page 867 recorded in said Registry; thence along the Price's westerly property line the following two (2) courses and distances: 1) with the arc of a circular curve to the right having a radius of 4253.66 feet and an arc distance of 751.09 feet (chord: S 23-26-20 E 750.12 feet) to an existing iron rebar, witnessed by a two-inch pipe, 2) S 18-22-32 E 262.68 feet to an existing iron rebar, witnessed by a two-inch pipe being the northwest corner of Tommie Fowler Rogers property as described in Deed Book 4278, Page 738 recorded in said Registry; thence a new line running through the aforementioned Mecklenburg County property S 71-31-03 W 330.57 feet to a point on the northerly line of Mecklenburg County property as described in Deed Book 4334, Page 48 recorded in said Registry; thence with Mecklenburg County northerly property line N 55-41-41 W 903.61 feet to a point being an easterly corner of the aforementioned Bayne Enterprises property; thence with the Bayne's property line the following two (2) courses and distances; 1) N 54-57-49 W 145.00 feet to an existing iron rebar, 2) N 54-21-01 E 458.43 feet to the point and place of **BEGINNING** and containing 14.65 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated November 30, 1999.

**RESOLUTION PROPOSING THE TOWN OF MATTHEWS
ENTER INTO AN AGREEMENT WITH THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
TO REINSPECT AND ANALYZE BRIDGES
WITHIN THE TOWN**

WHEREAS, the Town of Matthews has requested the Department of Transportation to perform certain work under the Federal-Aid Highway Bridge Replacement and Rehabilitation Program, said work to consist of the reinspection and analysis of all public bridges on the Municipal Street System in the Town of Matthews; and

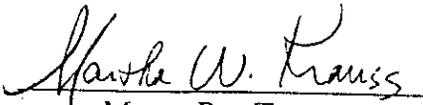
WHEREAS, the Town of Matthews proposes to enter into an agreement with the North Carolina Department of Transportation for said work wherein the Department of Transportation, or a consulting engineering firm retained by the Department of Transportation, will reinspect and prepare the necessary reports for all public bridges on the Municipal Street System in accordance with the National Bridge Inspection Standards; and

WHEREAS, under the proposed agreement the Federal Highway Administration shall reimburse the Department of Transportation for eighty (80%) percent of the cost of the work subject to compliance with all applicable federal policy and procedural rules and regulations; and

WHEREAS, under the proposed agreement the Town of Matthews shall reimburse the Department of Transportation for all costs of the work incurred by the Department of Transportation not paid by the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED that the agreement for the hereinabove referenced bridge inspection work is hereby formally approved by the Town Board of Commissioners of the Town of Matthews and the Mayor (or Mayor Pro-Tem) and Manager are hereby empowered to sign and execute the required agreement between the Town of Matthews and the Department of Transportation.

This 14th day of February, 2000.



Mayor Pro-Tem

ATTEST:



Town Clerk



TOWN OF MATTHEWS

P.O. Box 398
212 N. Trade Street
Matthews, North Carolina 28106-0398
704/847-4411 • Fax: 704/845-1964
www.matthewsnc.com

R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Martha W. Krauss - Mayor Pro-Tem
Paul F. Bailey
Karina Glass
W. Kress Query
James P. Taylor
Ginger Wright

DESIGNATION OF APPLICANT'S AGENT

RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the Town of Matthews, North Carolina, that S. Kay Thompson, Assistant Town Manager, is hereby authorized to execute for and on behalf of the Town of Matthews, a public entity established under the laws of the State of North Carolina, this application, and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT the Town of Matthews, a public entity established under the laws of the State of North Carolina, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

APPROVED this 14th day of February, 2000.

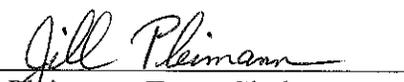

Martha Krauss, Mayor Pro-Tem

ATTEST:


Jill Pleimann, Town Clerk

CERTIFICATION

I, Jill Pleimann, duly appointed as Town Clerk of the Town of Matthews, North Carolina, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Commissioners of the Town of Matthews on the 14th day of February, 2000.


Jill Pleimann, Town Clerk

Date: 2/15/08



APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
9. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
10. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
11. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
13. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, OMB Circular 93-288 as amended, and applicable Federal Regulations.
14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
15. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
16. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
17. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
18. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
19. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
20. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
21. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
22. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
23. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 38 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
24. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF MATTHEW DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF A TAX EXEMPT FINANCING FOR CERTAIN EXPENDITURES TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND DEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS THE "DEPOT CENTER" AS A "DOWNTOWN DEVELOPMENT PROJECT."

WHEREAS, the Town of Matthews (the "Issuer") is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Town of Matthews will make expenditures on and after the date hereof with respect to expenses incurred and to be incurred (the "Expenditures") in connection with the acquisition, construction and development of the property commonly known as the "Depot Center" as a "Downtown Development Project" of the Town of Matthews; and

WHEREAS, the Board of Commissioners of the Town of Matthews (the "Board") has determined that the funds advanced and to be advanced to pay Expenditures are or will be available for a temporary period and it is necessary to reimburse the Town of Matthews for Expenditures made on and after the date hereof with respect to the Project from the proceeds of tax-exempt installment contract financing; and

WHEREAS, as of the date hereof there are no funds of the Town of Matthews or of any other entity that is part of the controlled group of entities of which the Town of Matthews is deemed a part under Treasury Regulation Sections 1.103-18 and 1.150-1(f) (the "Controlled Group"), that are, or are reasonably expected to be, allocated on a long-term basis, reserved or otherwise available pursuant to the budgets of the Town of Matthews or any other entity that is part of the Controlled Group to finance the project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Matthews, North Carolina as follows:

Section 1. The Board hereby adopts this declaration of official intent under Treasury Regulations Section 1.103-18(c)(2)(i) and declares its intent to reimburse the Town of Matthews with the proceeds of a tax-exempt financing for Expenditures made on and after the date hereof with respect to the acquisition, construction and development of the property commonly known as the "Depot Center" as a "Downtown Development Project" for the Town of Matthews.

Section 2. On the date of the expenditures, all reimbursable costs of the Project will be of a type properly chargeable to a capital account under general Federal Income Tax principals.

Section 3. The maximum principal amount of the debt expected to be issued for the project is \$ 6.0M.

Section 4. The adoption of this resolution is consistent with the budgetary and financial circumstances of the Town of Matthews and all other entities that are a part of the Controlled Group.

Section 5. This resolution shall take effect immediately upon adoption.

Section 6. Beginning no later than thirty (30) days after the adoption of this resolution and ending on the date on which the installment contract financing is executed, closed and documents recorded, this resolution will be reasonably and continuously available for inspection by the general public during normal business hours in the office of the Town Clerk, Town Hall, Matthews, North Carolina.

RESOLVED, this the 14th day of February, 2000.

APPROVED AS TO FORM:

Town Attorney



Mayor

[ATTEST]



Town Clerk



TOWN OF MATTHEWS

P.O. Box 398
212 N. Trade Street
Matthews, North Carolina 28106-0398
704/847-4411 • Fax: 704/845-1964
www.matthewsnc.com

R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Martha W. Krauss - Mayor Pro-Tem
Paul F. Balley
Karina Glass
W. Kress Query
James P. Taylor
Ginger Wright

RESOLUTION ADDING STREETS TO THE MATTHEWS STREET SYSTEM

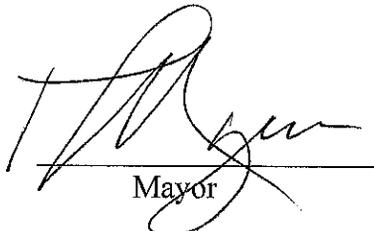
BE IT RESOLVED by the Matthews Board of Commissioners, Town of Matthews, North Carolina, at its meeting held on February 28, 2000, that it hereby adds the following streets to the Town's street system:

Oakcroft Subdivision

Buckton Lane	0.18 miles
Stonchedge Court	0.11 "

Total Miles	<u>0.29</u>
-------------	-------------

This the 28th day of February, 2000.



Mayor

ATTEST:



Town Clerk





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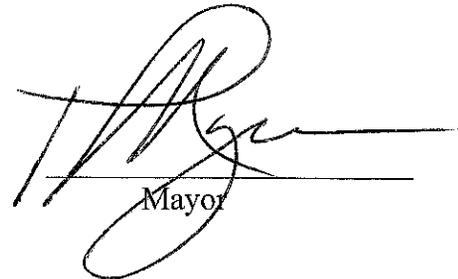
RESOLUTION ADDING STREETS TO THE MATTHEWS STREET SYSTEM

BE IT RESOLVED by the Matthews Board of Commissioners, Town of Matthews, North Carolina, at its meeting held on February 8, 2000, that it hereby adds the following streets to the Town's street system:

Candalon Subdivision

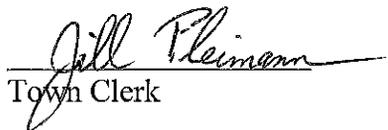
Candalon Way	(900 feet)	.17
Secton Lane	(225 feet)	.04
Legends Lane	(165 feet)	.03
	Total Miles	<u>.24</u>

This the 8th day of February, 2000.



Mayor

ATTEST:



Town Clerk





TOWN OF MATTHEWS

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R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Martha W. Krauss - Mayor Pro-Tem
Paul F. Bailey
Karina Glass
W. Kress Query
James P. Taylor
Ginger Wright

A RESOLUTION IN SUPPORT OF ROADWAY WIDENING BY THE NC DEPARTMENT OF TRANSPORTATION

WHEREAS, the NCDOT has been requested to review the traffic and safety situation on South Trade Street (SR #3448) from Fullwood Lane to a point south of Chesney Glen Road; and

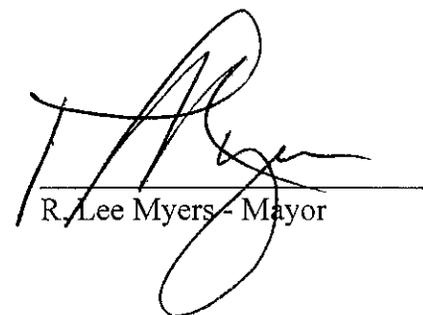
WHEREAS, as a result of these studies the NCDOT has proposed to widen this road from two to three lanes through the provision of a center turn lane; and

WHEREAS, the NCDOT staff has requested that endorsement of the Matthews Board of Commissioners prior to submission of this request to the NC Board of Transportation at its meeting of April 7, 2000;

BE IT THEREFORE RESOLVED by the Board of Commissioners of the Town of Matthews, that the Town of Matthews hereby endorses this project to provide improved transportation and traffic flow within the Town of Matthews; and

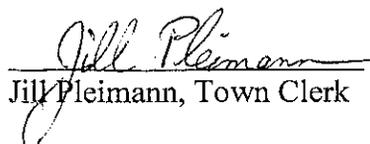
BE IT FURTHER RESOLVED that the Board requests consideration of bicycle lanes be included in the design of this project.

Adopted this the 27th day of March, 2000.



R. Lee Myers - Mayor

ATTEST:



Jill Pleimann, Town Clerk





TOWN OF MATTHEWS

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R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Martha W. Krauss - Mayor Pro-Tem
Paul F. Bailey
Karlna Glass
W. Kress Query
James P. Taylor
Ginger Wright

RESOLUTION ADDING STREETS TO THE MATTHEWS STREET SYSTEM

BE IT RESOLVED by the Matthews Board of Commissioners, Town of Matthews, North Carolina, at its meeting held on April 10, 2000, that it hereby adds the following extension of an existing street to the Town's street system:

Sardis Grove Subdivision

Sardis Grove Lane (from 301 Sardis Grove Lane to back of cul-de-sac) 265 lf

This the 10th day of April, 2000.



Mayor

ATTEST:



Town Clerk





TOWN OF MATTHEWS

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R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Martha W. Krauss - Mayor Pro-Tem
Paul F. Bailey
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Ginger Wright

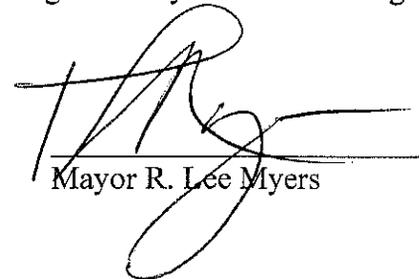
**TOWN OF MATTHEWS
RESOLUTION
AUTHORIZING INTERLOCAL TAX COLLECTION AGREEMENT
WITH MECKLENBURG COUNTY
FOR THE COUNTY TO COLLECT THE TOWN'S TAXES**

WHEREAS, the Town of Matthews has the power, pursuant to General Statutes §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes, to exercise jointly with other municipalities any function which the Town has been granted the power to exercise alone, and to enter into contracts or agreements to specify the details of the joint undertaking; and

WHEREAS, the Town proposes to enter into an interlocal agreement with Mecklenburg County, authorizing the County to collect the Town's taxes;

NOW, THEREFORE, BE IT RESOLVED by the Matthews Board of Commissioners that the Town Manager is authorized to enter into an agreement with Mecklenburg County authorizing the County to collect the Town's taxes under terms and conditions negotiated by the Town Manager.

Approved this 8th day of May, 2000.



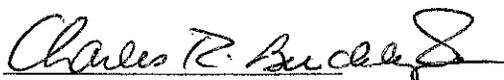
Mayor R. Lee Myers

ATTEST:



Jill Pleimann, Town Clerk

Approved as to form:



Town Attorney





TOWN OF MATTHEWS

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BOARD OF COMMISSIONERS
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Paul F. Bailey
Karlna Glass
W. Kress Query
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Ginger Wright

**TOWN OF MATTHEWS
RESOLUTION
DIRECTING THE TAX COLLECTOR
NOT TO COLLECT AD VALOREM TAXES
WHEN THE ORIGINAL PRINCIPAL AMOUNT DUE IS UNDER \$5.00**

WHEREAS, N.C.G.S. §105-321(f) has authorized the governing body of a taxing unit that collects its own taxes, to direct, by resolution, its Tax Collector not to collect minimal taxes charged on the tax records and receipts; and

WHEREAS, minimal taxes are the combined taxes and fees of the taxing unit and any other units for which it collects taxes, due on a receipt or on a tax notice in a total original principal amount set by the governing body which is the estimated cost to the taxing unit of billing the taxpayer, such amount not to exceed \$5.00; and

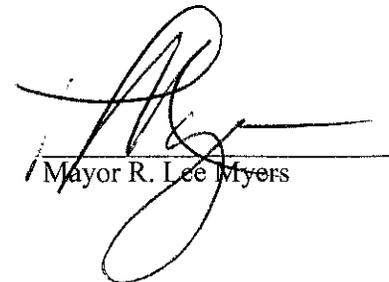
WHEREAS, the Matthews Board of Commissioners has determined that the estimated cost to the Town of Matthews of billing a taxpayer for the amounts due on a tax receipt or notice is \$5.00;

NOW, THEREFORE, BE IT RESOLVED by the Matthews Board of Commissioners that the Matthews Tax Collector is directed not to collect the combined taxes and fees of the Town of Matthews and any other unit of government for which it collects taxes, due on a tax receipt pursuant to N.C.G.S. §105-320 or on a tax notice prepared pursuant to N.C.G.S. §105-330.5, when the total original principal amount is \$5.00 or less; and

BE IT FURTHER RESOLVED that the Tax Collector shall not bill the taxpayer for, or otherwise collect, such minimal taxes but shall keep a record of all such minimal taxes by receipt number and amount and shall make a report of the amount of these taxes to the Matthews Board of Commissioners at the time of settlement; and

BE IT FURTHER RESOLVED that this Resolution shall be in effect with respect to the fiscal year beginning July 1, 2000 and shall remain in effect until amended or repealed by resolution of the Matthews Board of Commissioners, or until the Matthews taxes are collected by another taxing unit which has not adopted a similar resolution, in which event this Resolution will be deemed terminated until and unless such taxing unit adopts a similar resolution.

Approved the 8th day of May, 2000.

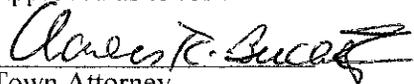


Mayor R. Lee Myers

ATTEST:


Jill Pleimann, Town Clerk

Approved as to form:


Town Attorney





TOWN OF MATTHEWS

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R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Martha W. Krauss - Mayor Pro-Tem
Paul F. Bailey
Karina Glass
W. Kress Query
James P. Taylor
Ginger Wright

RESOLUTION

WHEREAS, there is a proposed plan amendment to the South District Plan which would allow a mixed-use development to include retail, office and housing on a multi-acre site in the southeast quadrant of intersection of McKee Road and Weddington Road; and

WHEREAS, this proposed amendment is contradicts the South District Plan which would call for low density residential for the site; and

WHEREAS, the recently approved I-485 Interchange Analysis acknowledges the development in the area and recommends no change to this quadrant being developed as low density residential; and

WHEREAS, the Matthews Land Use Plan calls for the northeast quadrant to remain residential and envisions residential for the entire area except for the existing grocery-anchor shopping center in the northwest quadrant which has yet to be completely built out; and

WHEREAS, the interchange at Weddington Road is, and continues to be, opposed by the Town of Matthews and is not scheduled to be constructed for several years and no development or plan change should be allowed in anticipation of its construction.

NOW, THEREFORE, BE IT RESOLVED by unanimous vote of the Matthews Board of Commissioners as being in **OPPOSITION** to the proposed plan amendment to the South District Plan and urges the Charlotte-Mecklenburg Planning Commission to reject the plan amendment and urges all other governing bodies to reject any plan or zoning petition which is inconsistent with the existing zoning on the tract, inconsistent with the South District Plan, and inconsistent with the I-485 Interchange Analysis.

This 19th day of June, 2000.


R. Lee Myers - Mayor



A RESOLUTION TO AUTHORIZE THE CREATION OF
A CAPITAL RESERVE FUND FOR THE INFRASTRUCTURE INCLUDING
STREETS AND UTILITIES WITHIN THE DOWNTOWN DEVELOPMENT
PROJECT REFERRED TO AS MATTHEWS STATION

WHEREAS, it has been determined by the Board of Commissioners of the Town of Matthews that, in order to meet the needs of the infrastructure funding for streets and utilities within the Downtown Development Project referred to as Matthews Station, it is necessary to reserve certain funds for the purpose of future installment financing loan fund payments associated therewith; and

WHEREAS, this fund will remain as an ongoing reserve until such time as funds are transferred to an appropriate account to meet the payment schedule of loan funds borrowed to construct the infrastructure including streets and utilities within the said Downtown Development Project; and

WHEREAS, revenue in the amount of \$1.6 million in this fund shall be derived from transfers of property in the project by the Town to the private developer for fair market value of each transfer, interest from investments, transfers from the general fund in accordance with the approved Capital Improvement Program, and other financing sources; and

WHEREAS, the Town of Matthews is authorized to establish a Capital Reserve Fund for the purposes set forth herein in accordance with North Carolina General Statutes Section 159-18.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Matthews that a Capital Reserve Fund is hereby established for installment contract financing debt service associated with the construction of the infrastructure including streets and utilities within the current Downtown Development Project.

RESOLVED this the 25th day of June, 2001.

APPROVED AS TO FORM:


Town Attorney


R. Lee Myers - Mayor

ATTEST:


Jill Pleimann, Town Clerk

RESOLUTION ADDING STREETS
TO THE MATTHEWS STREET SYSTEM

BE IT RESOLVED by the Matthews Board of Commissioners, Matthews, North Carolina, at its regular meeting held on June 26, 2000, that it hereby adds the following extensions of existing streets or new streets to the Town's street system:

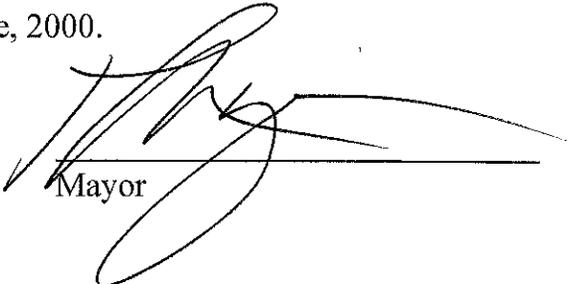
Providence Manor Subdivision

Home Place	0.11 miles
Rockfish Drive	0.03
Reverdy Oaks Drive	0.27
Gupton Court	0.05
Cape Fear Court	0.08
Penderlea Lane	0.12
Stevens Ridge Road	0.11

Eastpointe Development

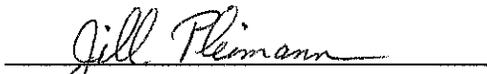
Rice Road Extension	0.17 miles
Eastpointe Drive	0.05

RESOLVED this the 26th day of June, 2000.



Mayor

ATTEST:



Town Clerk

**RESOLUTION ADOPTING SOLID WASTE
MANAGEMENT PLAN FOR THE TOWN OF MATTHEWS**

THAT WHEREAS, the Town of Matthews has prepared a Solid Waste Management Plan in accordance with N.C.G.S. Section 130a-309.09A(b) for the purpose of meeting local solid waste needs and protecting public health and the environment; and

THAT WHEREAS, through implementation of this comprehensive solid waste management plan and the plan updates that will follow over three years, the Town of Matthews planning area provides for the management of solid waste and its reduction for the next ten years. The planning area includes the Town of Matthews only; and

THAT WHEREAS, pursuant to the requirements of the General Statutes, the Town has revised its existing Solid Waste Management Plan by amendments dated June 7, 2000; and

THAT WHEREAS, pursuant to the General Statutes, the Town has given proper notice of a public hearing, which said public hearing was held on Monday, June 12, 2000 and the Matthews Town Hall soliciting citizen comments and input and the presentation of the Matthews Solid Waste Management Plan entitled July 1, 1997 – July 1, 2006; and

THAT WHEREAS, the public hearing having been held at the time and location called for;

NOW, THEREFORE, the Town Board of Commissioners of the Town of Matthews hereby adopts the following resolution:

BE IT, THEREFORE, RESOLVED that the Town Board of Commissioners of the Town of Matthews at its regular session held on June 26, 2000 hereby adopts the Solid Waste Management Plan for the Town of Matthews July 1, 1997 – July 1, 2006 as amended on June 7, 2000.

RESOLVED this the 26th day of June, 2000.

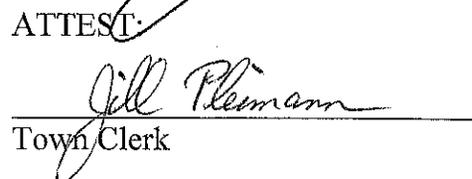


Mayor

APPROVED AS TO FORM:



Town Attorney

ATTEST:


Town Clerk

**RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MATTHEWS
TO ENTER INTO A JOINT COOPERATION AGREEMENT WITH THE CHARLOTTE-
MECKLENBURG COUNTY REGIONAL HOUSING CONSORTIUM**

WHEREAS, the Town of Matthews has determined that the health and welfare of their jurisdiction may benefit from increasing the availability of safe, affordable and standard housing; and

WHEREAS, the Town of Matthews has determined that providing safe, affordable, and standard housing will benefit work force productivity and area economic development; and

WHEREAS, a cooperative approach to providing housing in Charlotte and Mecklenburg County Regional Area will avoid duplication of effort and promote more effective delivery of housing services; and

WHEREAS, a consortium of local governments will be entitled to receive funds from the U.S. Department of Housing and Urban Development that they would be unqualified to receive individually; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, makes provisions whereby units of general local government may enter into cooperation agreements and form consortiums to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program; and

WHEREAS, the Town of Matthews, along with other units of general local governments, desire for a Charlotte-Mecklenburg County Regional Housing Consortium to undertake or assist in undertaking affordable housing under the Cranston-Gonzalez National Affordable Housing Act of 1990 as amended; and

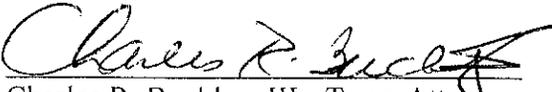
WHEREAS, Article 20, Chapter 160A of the North Carolina General Statutes authorize units of local government to enter into contracts or agreements with each other in order to execute any undertaking.

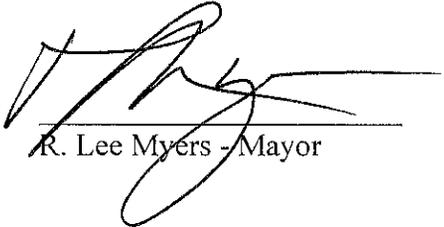
NOW, THEREFORE, BE IT RESOLVED by the Town of Matthews that:

1. The Town of Matthews hereby supports the Charlotte-Mecklenburg Regional Housing Consortium. The Mayor of the Town of Matthews is authorized to execute an agreement with other participating units of general purpose local government in Mecklenburg County to sustain this Consortium.
2. The Mayor of the Town of Matthews is further authorized to sign all contracts, approved by the Town Attorney, with other Government Agencies as may be required to carry out activities of the Cooperation Agreement.

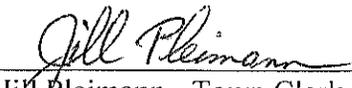
Adopted this the 26th day of June, 2000.

Approved as to Form:


Charles R. Buckley, III - Town Attorney


R. Lee Myers - Mayor

ATTEST:


Jill Pleimann - Town Clerk

RESOLUTION DELARING PROPERTY SUPLUS PROPERTY AND
AUTHORIZING THE TOWN MANAGER TO DISPOSE OF SAME

BE IT RESOLVED that the Town Board of the Town of Matthews at its regular session held on July 10, 2000 hereby declares that a bucket truck owned by the Town and used by the Public Works Department, and further identified as Serial #1GDM7D1G6LV503244
Inventory #2909, shall be disposed of by the Town Manager or his designee pursuant to the provisions of N.C.G.S. Section 160A, Article 12.

RESOLVED this the 10th day of July, 2000.



Mayor

ATTEST:



Town Clerk

RESOLUTION DECLARING AN INTENT TO ABANDON AND
CLOSE A 10 FOOT WIDE STRIP PORTION OF AMES STREET LOCATED
BETWEEN MAIN STREET AND ALEXANDER STREET IN THE TOWN OF
MATTHEWS, MECKLENBURG COUNTY, NORTH CAROLINA

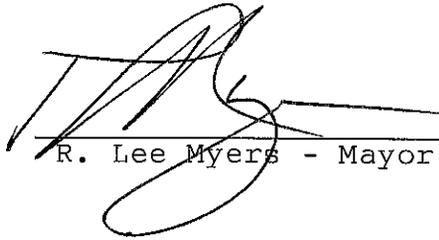
WHEREAS, Bruce and Deborah Olmstead have filed a petition to close a 10 foot wide strip on the southerly right-of-way boundary of Ames Street in the Town of Matthews; and

WHEREAS, said portion of Ames Street petitioned to be closed lies on the southerly boundary of Ames Street between Main Street and Alexander Street, as shown on a map marked Exhibit A, both of which are available for inspection in the Office of the Town Clerk, Town Hall, Matthews, North Carolina; and

WHEREAS, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299 required that the Board first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said Statute further requires that the Resolution shall be public once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Matthews, at its regularly scheduled session of July 10, 2000, that it intends to close a 10 foot wide strip portion of Ames Street lying between Main Street and Alexander Street, said portion of street being more particularly described on a map and by a metes and bounds description available for inspection in the Town Clerk's Office, and hereby calls a public hearing on the question to be held at 7:00 p.m. at the Town Hall on the 14th day of August, 2000. The Town Clerk is hereby directed to publish a copy of this resolution in a local newspaper once a week for four successive weeks next preceding the date fixed here for such hearing, as required by N.C.G.S. 160A-299.

This the 10th day of July, 2000



R. Lee Myers - Mayor

ATTEST:



Jill Pleimann, Town Clerk

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF MATTHEWS, NORTH CAROLINA, AUTHORIZING THE ASSISTANT TOWN MANAGER TO FILE APPLICATION FOR APPROVAL OF ADDITIONAL INSTALLMENT FINANCING CONTRACT WITH THE LOCAL GOVERNMENT COMMISSION TO FINANCE THE UPFITTING FOR A PUBLIC SAFETY FACILITY, BEING REAL PROPERTY OWNED BY THE TOWN OF MATTHEWS.

WHEREAS, the Town of Matthews on August 9, 1999 adopted a resolution authorizing the Assistant Town Manager to file application for approval of installment financing contract with the Local Government Commission to finance the purchase and upfitting for a public safety facility, being real property owned by the Town of Matthews; and

WHEREAS, the Local Government Commission approved an installment financing contract in the amount of \$3 million to finance the purchase and upfitting of the public safety facility; and

WHEREAS, subsequently the Town purchased the property at 1201 Crews Road in the Town of Matthews; and

WHEREAS, subsequently the Town submitted for bids pursuant to Chapter 143 of the General Statutes; and

WHEREAS, said bids for the renovation and upfitting of the Matthews public safety facility have come in up to \$1.3 million greater than the projected budget for the renovation and upfitting; and

WHEREAS, Bank of America has tentatively approved an additional sum of up to \$1.3 million for the purpose of financing renovation and upfitting of the public safety facility over and above the \$3 million that the Bank of America has been awarded the installment financing contract; and

WHEREAS, the Town of Matthews is desirous to complete the renovation and upfitting of the public safety facility as quickly as possible; and

WHEREAS, the Town Attorney has rendered an opinion to the Town Board of Commissioners that the proposed undertaking is authorized by law and is a purpose for which public funds may be presented pursuant to the Constitution and Laws of North Carolina; and

WHEREAS, the additional installment financing contract is a preferable means of financing the construction and renovation and upfitting of the town owned property over general obligation and revenue bond issues because the project is faced with a time is of the essence factor and additionally the Local Government Commission has already approved the previous submission for \$3 million for installment financing and additionally Bank of America and the Town of Matthews are ready to proceed with the financing of the additional up to \$1.3 million.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Commissioners of the Town of Matthews, North Carolina, at its regular session held on August 14, 2000, that the Town proposes to improve property already owned by the Town by renovating and upfitting a public safety facility located at 1201 Crews Road, and to finance the renovations and upfitting by an already approved installment contract with a loan of \$3 million and now seeks to add an additional up to \$1.3 million to finance the renovation and upfitting by an additional installment contract, and that the Assistant Town Manager, Kay Thompson, is hereby designated the representative of the Town to file Application for Approval of the additional installment financing contract in the amount up to \$1.3 million with the Local Government Commission.

RESOLVED, this the 14th day of August, 2000.

APPROVED AS TO FORM:

Charles R. Buckle
Town Attorney

[Signature]
Mayor

[ATTEST]

Jill Pleimann
Town Clerk



A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF MATTHEWS, NORTH CAROLINA, AUTHORIZING THE ASSISTANT TOWN MANAGER TO FILE APPLICATION FOR APPROVAL OF INSTALLMENT FINANCING CONTRACT WITH THE LOCAL GOVERNMENT COMMISSION TO FINANCE THE DEVELOPMENT AND UPFITTING FOR A TOWN HALL/REGIONAL PUBLIC LIBRARY FACILITY AND PUBLIC ROADWAY INFRASTRUCTURE, ALL ASSOCIATED WITH THE DEVELOPMENT OF "DOWNTOWN DEVELOPMENT PROJECT," BEING PROPERTY OWNED BY THE TOWN OF MATTHEWS.

WHEREAS, the Town of Matthews purchased a 5.39 acre tract immediately adjacent to the existing Town Hall, Town administrative building, and a Town owned house and lot leased to the Matthews Health Center; and

WHEREAS, the Town of Matthews is desirous to develop the said 5.39 acres plus the three additional tracts of land currently owned by the Town of Matthews located on North Trade Street, all to be developed as a "Downtown Development Project" within the meaning of N.C.G.S. Sec. 160A-458.3; and

WHEREAS, the Town Board of Commissioners, subsequent to the purchase of the property, has gone through a "request for proposals" process to select a "developer" to be responsible for the construction of the entire "Downtown Development Project;" and

WHEREAS, the Town of Matthews entered into a development agreement with Lat Purser & Associates on March 13, 2000 to develop the said "Downtown Development Project;" and

WHEREAS, a part of the "Downtown Development Project" the Town of Matthews is responsible, under the direction of the developer, to obtain financing for the "public" portion of the project, consisting of a new building to be occupied as a new Town Hall/Regional Library facility and all public streets to be dedicated as a part of the said "Downtown Development Project;" and

WHEREAS, the budget for the public portion of the "Downtown Development Project" has been determined to be \$6.6 million; and

WHEREAS, the Town Attorney has rendered an opinion to the Town Board of Commissioners that the proposed undertaking is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and Laws of North Carolina; and

WHEREAS, the installment financing contract is a preferable means of financing the development of the public portion of the "Downtown Development Project" owned by the Town, over general obligation and revenue bond issues because the project is faced with a time is of the essence factor with the developer of the property; and additionally the up front cost and the cost of the installment financing as well as the

anticipated percentage interest rate are substantially the same as bonds; and finally, the estimated public portion of the project cost to be financed is \$6.6 million dollars for the construction and development of the public portion consisting of a new Town Hall/Regional Library building and roadway infrastructure and the upfitting of the said building; and

WHEREAS, the Town's present budgetary process can absorb the monthly payments without any substantial or major increases anticipated in the property tax rate to payoff this debt service; and

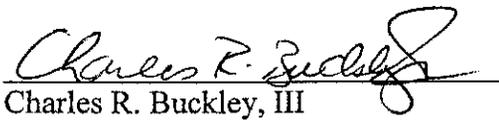
WHEREAS, the Town at present has a debt service which is only a nominal percentage of the 8% debt limitation as required by the North Carolina Constitution; and

WHEREAS, the Town has never defaulted on any of its debt service and it is necessary that the Town of Matthews designate an official to file Application for Approval of its installment financing contract with the Local Government Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Commissioners of the Town of Matthews, North Carolina, at its regular session held on August 14, 2000, that the Town proposes to finance and upfit the public portion of a "Downtown Development Project" located on North Trade Street including and adjacent to the existing Town Hall, and to finance the development and upfitting by installment contract with a loan to be \$6.6 million, and the Assistant Town Manager, Kay Thompson, is hereby designated the representative of the Town to file Application for Approval of the installment financing contract in the amount of \$6.6 million with the Local Government Commission.

RESOLVED, this the 14th day of August, 2000.

APPROVED AS TO FORM:


Charles R. Buckley, III


Mayor

[ATTEST]


Town Clerk

RESOLUTION CLOSING A 2 FOOT STRIP OF AMES STREET
LOCATED BETWEEN MAIN STREET AND ALEXANDER STREET
IN THE TOWN OF MATTHEWS, MECKLENBURG COUNTY, NORTH CAROLINA

WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the Board of Commissioners has caused to be published a Resolution of Intent to Close a portion of Ames Street which calls for a public hearing on the question; and

WHEREAS, the Town has caused a copy of the Resolution of Intent to Close a portion of Ames Street to be sent by registered or certified mail to all owners of property adjoining the said street (or portion thereof), and prominently posted a notice of the closing and public hearing in at least two places along Ames Street, all as required by G.S. 160A-299; and

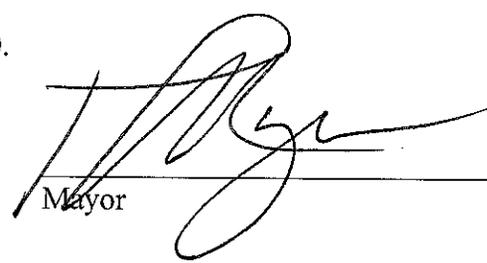
WHEREAS, the public hearing was held on the 14th day of August, 2000, and the Board of Commissioners determined that the closing of a 2 foot strip of Ames Street is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Matthews, North Carolina at its regularly assembled meeting of August 14, 2000, that the Board hereby orders the closing of a 2 foot strip along the southerly boundary of Ames Street between Alexander Street and Main Street in the Town of Matthews, Mecklenburg County, North Carolina as described below:

See Exhibit A and B attached hereto and incorporated herein for a more specific reference.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

This the 14th day of August, 2000.



Mayor

ATTEST:



Town Clerk

THIS IS TO CERTIFY THAT ON THE 24th DAY OF AUGUST 2000, I SURVEYED 225
 THE PROPERTY SHOWN ON THIS PLAT AND THAT THE TITLE LINES AND THE WALLS OF
 THE BUILDING IF ANY ARE AS SHOWN HEREON.

SAM MALONE & ASSOCIATES
 Surveying - Design - Planning
 P.O. BOX 1139
 MATTHEWS, N.C. 28106
 PHONE (704) 847-9026
 FAX (704) 847-5188
 TOLL FREE 1 800 287-8978

SIGNED

PROFESSIONAL LAND SURVEYOR
 SAMUEL P. MALONE JR. # 2610



NOTES

1. R/W = RIGHT OF WAY
2. EIR = EXISTING IRON REBAR.
3. NIR = NEW IRON REBAR.
4. ATTORNEY TO VERIFY COMPLIANCE WITH ZONING RESTRICTIVE COVENANTS AND HOMEOWNERS ASSOC. REQUIREMENTS OF RECORD.

ALEXANDER STREET

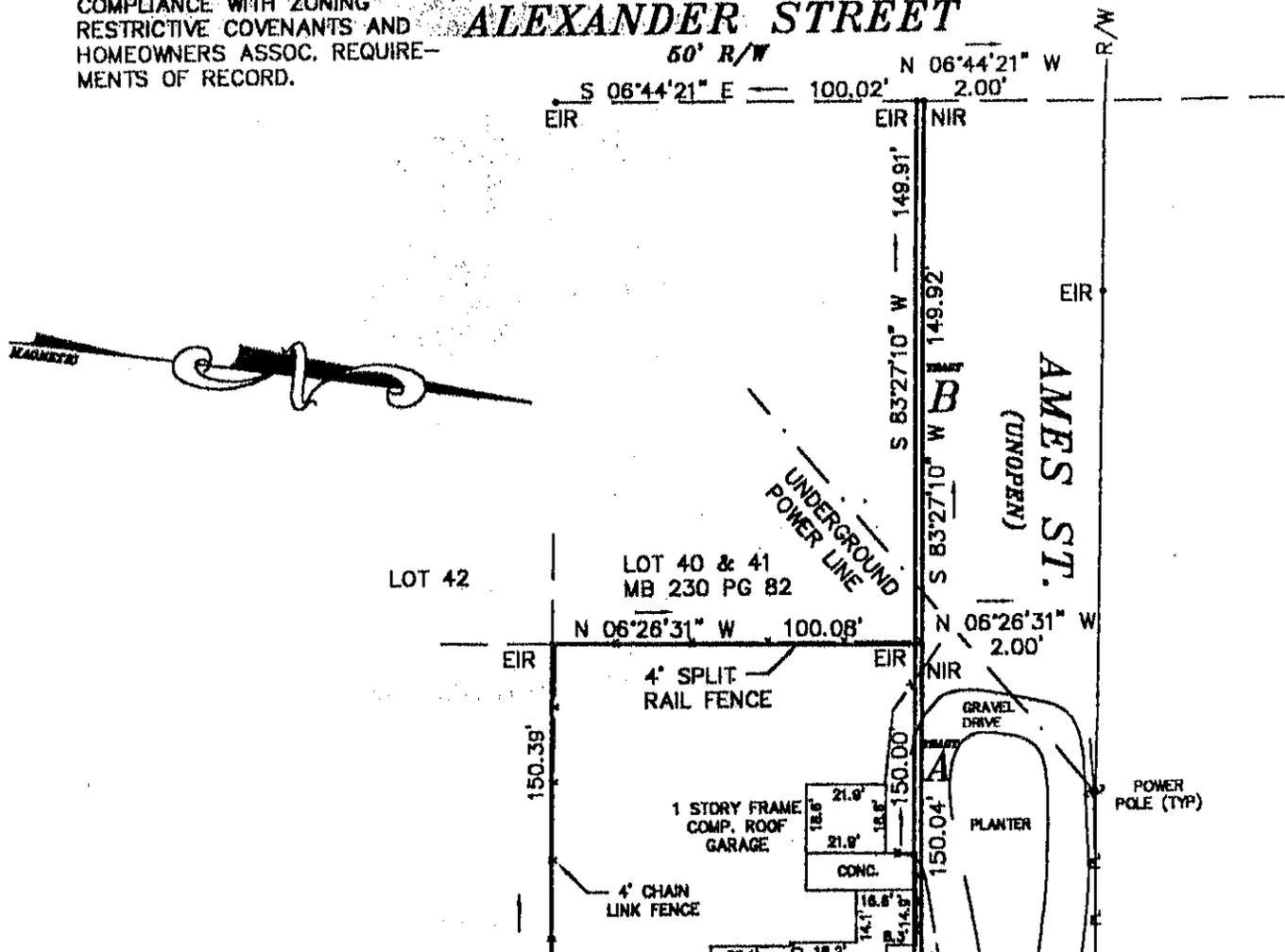


EXHIBIT B**TRACT A**

BEGINNING at an existing iron located on the westerly right of way line of Main Street at the northeasterly corner of Lot 24 of Section B of SOUTHSIDE as shown on a map thereof recorded in Map Book 230 at Pages 82 and 83 in the Mecklenburg County Public Registry, and running thence along the northerly line of said Lot 24, Section B of SOUTHSIDE, S 83-27-10 W a distance of 150.00 feet to a new iron located at the northwesterly corner of said Lot 24, Section B, SOUTHSIDE; running thence N 06-26-31 W 2.00 feet to a new iron located in the right of way of Ames Street; running thence N 83-27-10 E a distance of 150.19 feet to a new iron located in the westerly right of way line of Main Street; running thence along the westerly right of way line of Main Street S 05-16-56 E a distance of 2.00 feet to the Point and Place of BEGINNING, all as shown and is designated as Tract A on a survey dated August 24, 2000, by Samuel P. Malone, Jr., P.L.S., and being a portion of the right of way of Ames Street (unopened) that adjoins Lot 24 of Section B of SOUTHSIDE (Map Book 230, Pages 82 and 83).

TRACT B

BEGINNING at an existing iron located on the easterly right of way line of Alexander Street at the northwesterly corner of Lot 40 of Section B of SOUTHSIDE as shown on a map thereof recorded in Map Book 230 at Pages 82 and 83 in the Mecklenburg County Public Registry, and running thence along the easterly right of way line of Alexander Street N 06-44-21 W a distance of 2.00 feet to an iron in the easterly right of way line of Alexander Street; running thence N 83-27-10 E a distance of 149.92 feet to a new iron; running thence S 06-26-31 E a distance of 2.00 feet to an iron located in the northwesterly corner of said Lot 40, Section B of SOUTHSIDE; running thence along the northerly line of said Lot 40 of Section B of SOUTHSIDE S 83-27-10 W a distance of 149.91 feet to the Point and Place of BEGINNING, all as shown and is designated as Tract B on a survey dated August 24, 2000, by Samuel P. Malone, Jr., P.L.S., and being a portion of the right of way of Ames Street (unopened) that adjoins Lot 40 of Section B of SOUTHSIDE (Map Book 230, Pages 82 and 83).



TOWN OF MATTHEWS

P.O. Box 398
212 N. Trade Street
Matthews, North Carolina 28106-0398
704/847-4411 • Fax: 704/845-1964
www.matthewsnc.com

R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Martha W. Krauss - Mayor Pro-Tem
Paul F. Bailey
Karina Glass
W. Kress Query
James P. Taylor
Ginger Wright

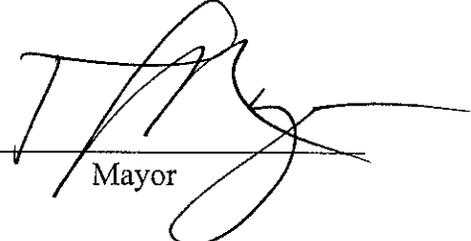
**TOWN OF MATTHEWS RESOLUTION
AUTHORIZING INTERLOCAL TAX COLLECTION AGREEMENT
WITH MECKLENBURG COUNTY
FOR THE COUNTY TO COLLECT THE TOWN'S GROSS RECEIPTS TAXES
ON RENTAL VEHICLES**

WHEREAS, the Town of Matthews has the power, pursuant to General Statutes §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to exercise jointly with other municipalities any function which the town has been granted the power to exercise alone, and to enter into contracts or agreements to specify the details of the joint undertaking; and

WHEREAS, the Town proposed to enter into an interlocal agreement with Mecklenburg County authorizing the county to collect the Town's gross receipts taxes on rental vehicles;

NOW, THEREFORE, BE IT RESOLVED by the Matthews Board of Commissioners that the Town Mayor is authorized to enter into an agreement with Mecklenburg County authorizing the County to collect the Town's gross receipts taxes on rental vehicles under terms and conditions negotiated by the Town Manager.

Approved the 14th day of August, 2000.



Mayor

Approved as to Form:

ATTEST:

Town Attorney



Town Clerk





TOWN OF MATTHEWS

P.O. Box 398
212 N. Trade Street
Matthews, North Carolina 28106-0398
704/847-4411 • Fax: 704/845-1964
www.matthewsnc.com

R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Martha W. Krauss - Mayor Pro-Tem
Paul F. Bailey
Karina Glass
W. Kress Query
James P. Taylor
Ginger Wright

RESOLUTION ADDING STREETS TO THE TOWN OF MATTHEWS STREET SYSTEM

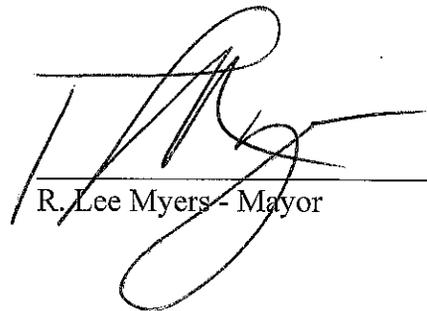
BE IT RESOLVED, by the Matthews Board of Commissioners, Matthews, North Carolina, at its regular meeting held on August 28, 2000, that it hereby adds the following streets to the Town's Street System:

Matthews Estates Subdivision

Meadow Lake Drive	.14 mile
Edenwood Court	.04
Matthews Estates Road	.26
Timber Knoll Drive	.16
Gilchrest Circle	.06
Clearbrook Road	.55
Jeffers Drive	.08
High Hill Court	.04
Moss Creek Drive	.08
Matthews Crossing Drive	.03
Country Place Drive	<u>.08</u>

1.52 miles

This the 28th day of August, 2000.


R. Lee Myers - Mayor

ATTEST:


Jill Pleimann, Town Clerk

RESOLUTION CLOSING THE TOWN MAINTENANCE ROAD LOCATED
BETWEEN EAST OF COUNTRY PLACE DRIVE AND THE REAR OF MATTHEWS
ESTATES SUBDIVISION IN THE TOWN OF MATTHEWS, NORTH CAROLINA

WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the Board of Commissioners has caused to be published a Resolution of Intent to Close the Town Maintenance Road which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to Close the Town Maintenance Road to be sent by registered or certified mail to all owners of property adjoining the said street (or portion thereof), and prominently posted a notice of the closing and public hearing in at least two places along Town Maintenance Road, all as required by G.S. 160A-299; and

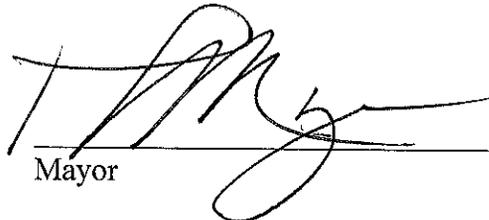
WHEREAS, the public hearing was held on the 9th day of October, 2000, and the Board of Commissioners determined that the closing of the Town Maintenance Road is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Matthews, North Carolina at its regularly assembled meeting of October 9, 2000, that the Board hereby orders the closing of the Town Maintenance Road in the Town of Matthews, Mecklenburg County, North Carolina as described below:

See Exhibit A and B attached hereto and incorporated herein for a more specific reference.

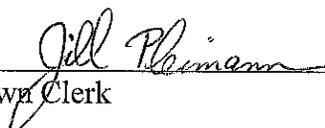
BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

This the 9th day of October, 2000.



Mayor

ATTEST:



Town Clerk

DRAWN BY AND MAIL TO:
CHARLES R. BUCKLEY, III
4421 SHARON ROAD, SUITE 200
CHARLOTTE, N.C. 28211

ROB Box 87

EXHIBIT B

Legal Description

Lying and being in the Town of Matthews, Mecklenburg County, North Carolina and being more particularly described as follows:

BEGINNING at a point in the easterly margin of the right-of-way of Country Place Drive (SR #3450), said Beginning Point being located North 10-03-55 East 91.24 feet from the northerly corner of Lot 80 in Matthews Estates Map 5 as shown on map recorded in Map Book 27 at Page 908 in the Mecklenburg County Public Registry, and running thence from said Beginning Point, South 54-49-20 East 81.04 feet to a point; thence South 60-46-35 East 306.38 feet to a point; thence South 58-41-55 East 53.64 feet to a point; thence South 77-03-02 East 89.64 feet to a point; thence South 83-55-05 East 72.66 feet to a point; thence South 74-32-42 East 135.61 feet to a point; thence North 16-47-55 East 41.27 feet to a point; thence North 86-19-47 West 148.92 feet to a point; thence North 68-54-43 West 52.22 feet to a point; thence North 61-12-48 West 129.10 feet to a point; thence North 57-00-01 West 216.51 feet to a point; thence North 61-03-40 West 84.20 feet to a point; thence South 10-03-55 West 31.48 feet to the Point and Place of BEGINNING, and containing 0.546 acres, all as shown on survey dated August 17, 2000, by ESP Associates, P.A., to which survey reference is hereby made for a more particular description of the property.

**TOWN COUNCIL OF THE
TOWN OF MATTHEWS, NORTH CAROLINA**

Excerpt of Minutes
of Meeting on
October 23, 2000

Present: Mayor R. Lee Myers presiding, and
Commissioners Paul Bailey, Karina Glass, Martha Krauss, Kress Query,
James Tayler, Ginger Wright.
Absent: None

The following resolution was discussed and its title read:

**RESOLUTION APPROVING INSTALLMENT FINANCING
AGREEMENT AND AUTHORIZING THE EXECUTION AND
DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH**

WHEREAS, pursuant to the North Carolina General Statutes, the Town of Matthews, North Carolina (the "Town") acting by and through its Town Council (the "Council") is authorized to acquire real or personal property or to construct or repair fixtures or improvements on real property; and

WHEREAS, the Town desires to acquire, construct and equip a new facility to house both a Public Library and a Town Hall and to construct certain infrastructure improvements thereon, all as more particularly described in Exhibit A to the Agreement (hereafter defined) (the "Project"); and

WHEREAS, the Town desires to finance the Project by the use of an installment contract authorized under North Carolina General Statutes Chapter 160A, Article 3, Section 20; and

WHEREAS, the North Carolina Local Government Commission has approved the Project and the financing thereof contemplated hereby; and

WHEREAS, there have been presented to the Council substantially final forms of the following documents which Bank of America, N.A. (the "Lender") and the Town propose to use in connection with the financing of the Project:

(a) Installment Financing Agreement between the Town and the Lender in the principal amount of not to exceed \$6,600,000 (the "Agreement");

(b) Deed of Trust and Security Agreement from the Town to a trustee in favor of the Lender (the "Deed of Trust" and, together with all other security documents required by the Lender, the "Security Documents");

NOW, THEREFORE, the Town Council, meeting in regular session at Matthews, North Carolina, on October 23, 2000, does the following:

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MATTHEWS:

1. The Mayor of the Town is hereby authorized and directed to execute and deliver the Agreement and the Deed of Trust, which shall be in substantially the forms presented to the Council, which are hereby approved, and the other Security Documents, with such completions, omissions, insertions, and changes as may be approved by the Mayor, including such changes as may be required by the North Carolina Local Government Commission, such execution to constitute conclusive evidence of his/her approval of any such completions, omissions, insertions and changes. The Clerk of the Town shall attest and seal such documents as require the Clerk's attestation and the seal of the Town.

2. The officers and employees of the Town are hereby authorized and directed to deliver all certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with execution of the Agreement, the Deed of Trust and the other Security Documents and the undertaking of the Project.

3. To the extent permitted by law, the officer or employee of the Town as may be responsible from time to time for the preparation of the annual budget of the Town, is hereby authorized and directed to carry out the obligations imposed by the Agreement on such officer or employee.

4. All other actions of the officers of the Town which are in conformity with the purposes or intent of this resolution and in furtherance of the execution of the Agreement and the undertaking of the Project, including the execution of the Agreement, the Deed of Trust and the other Security Documents, and the satisfaction of the conditions necessary to the issuance of the Agreement, are hereby ratified, approved and confirmed. The representations of the Town made in the Agreement, the Deed of Trust and the other Security Documents are hereby confirmed.

5. The obligation of the Town under the Agreement are each hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in connection therewith, the Town makes the following representations and certifications:

(a) The Council will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in the calendar year in which the obligation hereby approved is incurred, including such obligation, for the purpose of such Section 265(b)(3);

(b) The Town and all its "subordinate entities" (within the meaning of Section 265(b)(3) of the Code) have not issued more than \$10,000,000 of tax-exempt obligations in the subject calendar years (not including "private activity bonds," as defined in Section 141 of the Code, other than "qualified 501(c)(3) bonds," as defined in Section 145 of the Code), including the obligation hereby approved;

(c) Barring circumstances unforeseen as of the date of delivery of the obligation hereby approved, the Council will not approve the issuance of tax-exempt obligations of the Town or such subordinate entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued in the subject calendar year by the Town and such subordinate entities, result in the Town and such subordinate entities having issued a combined total of more than \$10,000,000 of tax-exempt obligations in the applicable calendar year (not including private activity bonds other than qualified 501(c)(3) bonds), including the obligations hereby approved; and

(d) The Council has no reason to believe that the Town and such subordinate entities will issue tax-exempt obligations in each of the subject calendar years in an aggregate amount that will exceed such \$10,000,000 limit; provided, however, that if the Council receives an opinion of its bond counsel that compliance with any restriction set forth in (b) or (c) above is not required for the obligation hereby approved to be a qualified tax-exempt obligation, the Council need not comply with such restriction.

7. This resolution shall take effect immediately.

Commissioner James Taylor moved the passage of the foregoing resolution and Commissioner Martha Krauss seconded the motion, and the resolution was passed by the following vote:

Ayes: Commissioner Unanimous

Nays: _____

Not Voting: _____

I, Jill Pleimann, Town Clerk, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Council for said Town at a meeting duly called and held October 23, 2000, as it relates in any way to the resolution hereinabove set forth, and that said proceedings are recorded in Minute Book 6 of the minutes of said Council. Pursuant to G.S. Section 143-318.12, a current copy of a schedule of regular meetings of the Council for said Town is on file in my office.

WITNESS my hand and the common seal of said Town, this 26th day of October, 2000.

Jill Pleimann
Town Clerk

(SEAL)

BOARD OF COMMISSIONERS
OF THE
TOWN OF MATTHEWS, NORTH CAROLINA

Excerpt of Minutes
of Meeting on
October ____, 2000

Present: Mayor Rilee Myers presiding, and

Commissioners: Paul Bailey, Karina Glass, Martha Krauss, Kress Query,
James Taylor, Ginger Wright.

Absent: None

The following resolution was discussed and its title read:

**RESOLUTION APPROVING AMENDMENT TO
INSTALLMENT FINANCING AGREEMENT (\$800,000)
AND AUTHORIZING THE EXECUTION AND DELIVERY
OF DOCUMENTS IN CONNECTION THEREWITH**

WHEREAS, pursuant to the North Carolina General Statutes, the Town of Matthews, North Carolina (the "Town") acting by and through its Board of Commissioners (the "Board") is authorized to acquire real or personal property or to construct or repair fixtures or improvements on real property; and

WHEREAS, the Town previously approved the acquisition of the Crews III Building and construction and equipping therein a facility to house certain police, EMS, administration and planning functions of the Town (the "Project") on September 13, 1999.

WHEREAS, the original cost of the Project was estimated to be \$3,000,000;

WHEREAS, the Town financed the Project by the use of an Installment Financing Agreement dated September 15, 1999 (the "Agreement") between the Town and Bank of

America, N.A. (the "Lender") which authorized the Town to borrow \$3,000,000 from the Bank to pay the cost of the Project;

WHEREAS, the cost of the Project has increased from \$3,000,000 to \$3,800,000; and

WHEREAS, the Town requested the Lender to lend it an additional \$800,000 to complete the Project;

WHEREAS, the North Carolina Local Government Commission has approved the increase in the amount of the loan to complete the Project;

WHEREAS, there have been presented to the Board substantially final forms of the following documents;

(a) First Amendment to the Installment Financing Agreement (the "First Amendment") between the Town and the Lender whereby the Lender agrees to lend the Town an additional \$800,000, resulting in an aggregate principal amount of not to exceed \$3,800,000 under the Installment Financing Agreement;

(b) Promissory Note in the amount of \$2,075,846.97, which replaces the original 2000 Note and includes the additional \$800,000 (the "2000B Note");

(b) First Amendment to the Deed of Trust and Security Agreement from the Town to a trustee in favor of the Lender to evidence the additional borrowing of \$800,000 (the "First Amendment to Deed of Trust");

NOW, THEREFORE, the Board of the Town, meeting in regular session at Matthews, North Carolina, on October 23, 2000, does the following:

BE IT RESOLVED BY THE BOARD OF THE TOWN:

1. The Mayor of the Town is hereby authorized and directed to execute and deliver the First Amendment, the 2000B Note and the First Amendment to Deed of Trust, which shall be

in substantially the forms presented to the Board, which are hereby approved, and the other Security Documents, with such completions, omissions, insertions, and changes as may be approved by the Mayor, including such changes as may be required by the North Carolina Local Government Commission, such execution to constitute conclusive evidence of his/her approval of any such completions, omissions, insertions and changes. The Clerk of the Town shall attest and seal such documents as require the Clerk's attestation and the seal of the Town.

2. The officers and employees of the Town are hereby authorized and directed to deliver all certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with execution of the First Amendment, the 2000B Note, the First Amendment to Deed of Trust and the undertaking of the Project.

3. To the extent permitted by law, the officer or employee of the Town as may be responsible from time to time for the preparation of the annual budget of the Town, is hereby authorized and directed to carry out the obligations imposed by the Agreement on such officer or employee.

4. All other actions of the officers of the Town which are in conformity with the purposes or intent of this resolution and in furtherance of the execution of the Agreement and the undertaking of the Project, including the execution of the 2000 Notes, the First Amendment to Deed of Trust, and the satisfaction of the conditions necessary to the issuance of the 2000B Note, are hereby ratified, approved and confirmed. The representations of the Town made in the Agreement, as amended by the First Amendment, the Deed of Trust as amended by the First Amendment to the Deed of Trust and the other Security Documents are hereby confirmed.

5. The additional obligation of the Town in the amount of \$800,000, evidenced by the 2000B Note is hereby designated as a "qualified tax-exempt obligation" for purposes of

Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in connection therewith, the Town makes the following representations and certifications:

(a) The Board will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in the calendar year in which the 2000B Note is incurred, including such Note, for the purpose of such Section 265(b)(3);

(b) The Town and all its "subordinate entities" (within the meaning of Section 265(b)(3) of the Code) have not issued more than \$10,000,000 of tax-exempt obligations in the subject calendar years (not including "private activity bonds," as defined in Section 141 of the Code, other than "qualified 501(c)(3) bonds," as defined in Section 145 of the Code), including the obligation hereby approved;

(c) Barring circumstances unforeseen as of the date of delivery of the obligation hereby approved, the Board will not approve the issuance of tax-exempt obligations of the Town or such subordinate entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued in the subject calendar year by the Town and such subordinate entities, result in the Town and such subordinate entities having issued a combined total of more than \$10,000,000 of tax-exempt obligations in the applicable calendar year (not including private activity bonds other than qualified 501(c)(3) bonds), including the obligations hereby approved; and

(d) The Board has no reason to believe that the Town and such subordinate entities will issue tax-exempt obligations in each of the subject calendar years in an aggregate amount that will exceed such \$10,000,000 limit; provided, however, that if the Board receives an opinion of its bond counsel that compliance with any restriction set

forth in (b) or (c) above is not required for the obligation hereby approved to be a qualified tax-exempt obligation, the Board need not comply with such restriction.

7. This resolution shall take effect immediately.

Commissioner James Taylor moved the passage of the foregoing resolution and Commissioner Martha Krauss seconded the motion, and the resolution was passed by the following vote:

Ayes: Commissioner Unanimous

Nays: _____

Not Voting: _____

I, Jill Pleimann, Clerk for the Town, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board for said Town at a meeting duly called and held October 23, 2000, as it relates in any way to the resolution hereinabove set forth, and that said proceedings are recorded in Minute Book 6 of the minutes of said Board. Pursuant to G.S. Section 143-318.12, a current copy of a schedule of regular meetings of the Board for said Town is on file in my office.

WITNESS my hand and the common seal of said Town, this 26th day of October, 2000.

Jill Pleimann
Town Clerk

(SEAL)

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Doc #: 134545; V. 2

Doc Name: First Amendment - Board Resolution

Author: Henderson, Mark E, 03202

Last Edit: 10/20/00 9:35 AM

A RESOLUTION STATING THE INTENT OF THE TOWN OF MATTHEWS, NORTH CAROLINA, TO CONSIDER SIMULTANEOUS ANNEXATIONS OF AREAS DESCRIBED HEREIN AND FIXING THE DATE OF PUBLIC HEARING ON THE QUESTION OF ANNEXATION.

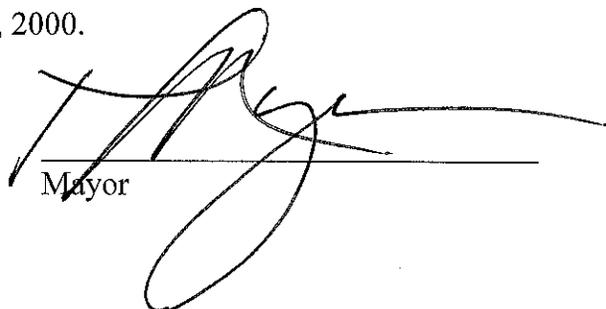
BE IT RESOLVED by the Board of Commissioners of the Town of Matthews:

Section 1. That it is the intent of the Board of Commissioners of the Town of Matthews to consider simultaneous annexations of the following described territories pursuant to 4.1(a), (b) and (c) of House Bill 1803, being special legislation approved by the North Carolina General Assembly for the benefit of the Town of Matthews on the 10th day of July, 2000:

See the legal descriptions of the areas attached hereto and incorporated herein.

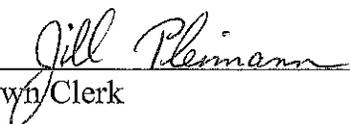
Section 2. That a public hearing on the question of annexing the above described territories/areas will be held at the Town Hall in Matthews, North Carolina, at 7:00 P.M. on the 22nd day of January, 2001, and all residents and property owners in said territories/areas and all residents of the Town of Matthews will be given an opportunity to be heard.

Adopted this the 13th day of November, 2000.



Mayor

ATTEST:



Town Clerk

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Providence Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar being a northerly corner of Orié Johnson property as described in Deed Book 7633, Page 918 recorded in the Mecklenburg County Public Registry and being located S 49-53-52 E 478.74 feet from an existing iron rebar and runs thence with Johnson's line N 26-32-52 E 84.10 feet to a point being the southeast corner of the William M. Morrison and Elizabeth Anne Morrison property as described in Deed Book 4086, Page 696; thence with the Morrison's easterly line N 25-53-58 E 219.75 feet to a point on the southerly margin of South Trade Street; thence within the right-of-way of South Trade Street the following three (3) courses and distances: 1) N 25-53-58 E 30.00 feet to a point, 2) S 63-50-52 E 309.12 feet to a point, 3) S 25-48-15 W 30.00 feet to a point at the intersection of the southerly margin of South Trade Street and the westerly margin of Fullwood Lane; thence with the westerly margin of Fullwood Lane the following two (2) courses and distances: 1) S 25-48-15 W 49.24 feet to an existing iron rebar, 2) with the arc of a circular curve to the right having a radius of 715.00 feet, an arc length of 262.82 feet (chord: N 36-20-05 E 261.34 feet) to an existing iron rebar being the northeasterly corner of the aforementioned Johnson property; thence with Johnson's northerly line N 63-16-44 W 262.90 feet to the point and place of **BEGINNING** and containing 2.29 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 19, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Morning Star Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar, witnessed by a two inch pipe, said iron being the northwest corner of the Tommie Fowler Rogers property as described in Deed Book 4278, Page 738 recorded in the Mecklenburg County Public Registry and iron also being on the easterly line of the Mecklenburg County property as described in Deed Book 7151, Page 547 and runs thence with Mecklenburg County's easterly line the following two (2) courses and distances: 1) N 18-22-32 W 262.68 feet to an existing iron rebar, witnessed by a two inch pipe, 2) with an arc of a circular curve to the left having a radius of 4253.66 feet, an arc length of 751.09 feet (chord: N 23-26-20 W 750.12 feet) to an existing iron rebar on the southerly line of Lot 3, Block 1, Idlewild Acres recorded in Map Book 1698, Page 473; thence with the southerly line of Lot 3 N 66-38-05 E 97.61 feet to an existing iron pipe at the common corner of Lot 3 and Lot 1, Block 1, Idlewild Acres; thence with the southerly line of Lot 1 and continuing through the right-of-way of Idlewild Road (S.R.# 3143) N 66-44-16 E 263.76 feet to a point on the easterly margin of Idlewild Road; thence with the easterly margin of Idlewild Road the following two (2) courses and distances: 1) with the arc of a circular curve to the right having a radius of 4613.66 feet, an arc length of 781.45 feet (chord: S 23-16-10 E 780.52 feet) to a point, 2) S 18-25-02 E 261.89 feet to a point; thence through the right-of-way of Idlewild Road and continuing along the northerly line of the aforementioned Rogers' property S 71-26-56 W 360.65 feet to the point and place of **BEGINNING** and containing 8.51 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 19, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Providence Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron pipe on the westerly margin of Fullwood Lane (70' public right-of-way), said iron pipe being the northerly corner of the Town of Matthews property as described in Deed Book 6450, Page 247 recorded in the Mecklenburg County Public Registry and runs thence with the Town of Matthews' northerly line S 32-00-01 W 114.24 feet to a point on the northerly line of Lot 41, Hampton Green, Phase 1 as recorded in Map Book 20, Page 921; thence with the northerly line of Lot 41 and the northerly line of Lot 40, Lot 39, Lot 38, Lot 37 and Lot 36, Hampton Green, Phase 1 recorded in Map Book 20, Page 921 and continuing with the northerly line of Lot 35, Hampton Green, Phase 1, Map 1 recorded in Map Book 21, Page 57 N 76-02-47 W passing an existing concrete monument at 233.12 feet at the common corner of aforesaid Lot 39 and Lot 38 and passing an existing iron pipe at 491.12 feet at the common corner of aforesaid Lot 36 and Lot 35 for a total distance of 540.38 feet to a point being the southeast corner of Lot 45, Hampton Green, Phase 2 recorded in Map Book 21, Page 107; thence with the easterly line of Lot 45 and the easterly line of Lot 46, Lot 47, Lot 48 and Lot 49, Hampton Green, Phase 2 recorded in Map Book 21, Page 107 N 19-34-51 E passing an existing iron rebar at 295.21 feet at the common corner of aforesaid Lot 47 and Lot 48 and passing an existing iron rebar at 435.37 feet at the common corner of aforesaid Lot 48 and Lot 49 for a total distance of 463.21 feet to a point at the southwest corner of the Town of Matthews property as described in Deed Book 6450, Page 247; thence with the Town of Matthews' southerly line N 77-37-19 E 120.08 feet to a point on the westerly margin of the aforementioned Fullwood Lane; thence with the westerly margin of Fullwood Lane the following two (2) courses and distances: 1) S 12-22-41 E 28.76 feet to a point, 2) with the arc of a circular curve to the left having a radius of 785.00 feet and an arc length of 571.42 feet (chord: S 33-13-54 E 558.89 feet) to the point and place of BEGINNING and containing 3.91 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 18, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Providence Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar at the common corner of the Thomas Lee Funderburk, III and Mary L. Funderburk property as described in Deed Book 4669, Page 287 recorded in the Mecklenburg County Public Registry and the Orie E. Johnson property as described in Deed Book 8298, Page 634 and runs thence with Johnson's northerly and easterly line the following six (6) courses and distances: 1) N 55-15-21 W passing an existing iron rebar at 482.57 feet and an existing iron rebar at 505.23 feet for a total distance of 719.54 feet to an existing iron rebar, 2) N 25-10-17 E 47.77 feet to a point, 3) N 14-49-22 W 88.14 feet to a point, 4) N 23-37-33 E 121.62 feet to a point, 5) N 87-03-19 E 110.84 feet to a point, 6) N 50-58-09 E 158.53 feet to a point being the westerly corner of the Kristopher Karl Johnson and Angela Hunter Johnson property as described in Deed Book 9576, Page 708; thence with Johnson's southerly line the following two (2) courses and distances: 1) S 65-36-08 E 490.31 feet to a point, 2) S 62-50-36 E to a point with in the right-of-way of South Trade Street; thence within the right-of-way of South Trade Street the following two (2) courses and distances: 1) S 39-47-49 W 84.79 feet to a point, 2) S 39-02-57 W 525.08 feet to a point being the northeast corner of the aforementioned Funderburk property; thence with Funderburk's northerly line N 55-15-21 W passing an existing iron rebar at 35.77 feet for a total distance of 323.05 feet to the point and place of **BEGINNING** and containing 13.25 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated October 12, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Morning Star Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar on the southeasterly margin of Matthews-Mint Hill Road, said iron also being the southwest corner of the James Thomas Carroll and Jacqueline Carroll Westbrook property as described in Deed Book 6216, Page 734 recorded in the Mecklenburg County Public Registry, and runs thence with Carroll's southerly line S 59-36-18 E 662.41 feet to an existing iron rebar on the westerly line of the Sadie Hough Smith and James Butler Smith property as described in Deed Book 1768, Page 55; thence with Smith's westerly line S 16-11-56 E 145.18 feet to an existing iron pipe at the southerly corner of the Roger N. McFadyen and Nancy McFadyen property as described in Deed Book 8105, Page 312; thence with McFadyen's westerly line S 04-35-48 E 115.53 feet to an existing iron pipe at the northeasterly corner of the Donald Bell Harkey and Joanne Harkey property as described in Deed Book 2221, Page 415; thence with Harkey's northerly line and continuing with the Luther B. Harkey, Jr. property as described in Deed Book 3652, Page 903 the following two (2) courses and distances: 1) N 56-32-49 W 377.42 feet to an existing iron rebar, 2) S 38-38-10 W 302.48 feet to an existing iron rebar being the common corner of the Paul Revere Hager and Fannie L. Hager property as described in Deed Book 2906, Page 549 and the Michael Jones and Wendy Jones property as described in Deed Book 9444, Page 91; thence with the Jones' northerly line N 51-25-57 W 99.98 feet to an existing iron rebar being the northeasterly corner of the David G. Devries and Jean M. Devries property as described in Deed Book 8961, Page 424; thence with Devries' northerly line N 51-13-13 W 100.01 feet to an existing iron pipe being the northeasterly corner of the Katherine P. Keel property as described in Deed Book 6508, Page 173; thence with Keel's northerly line N 51-45-15 W 126.98 feet to a point being the northeasterly corner of the William M. Cromartie and Ruth D. Cromartie property as described in Deed Book 4455, Page 610; thence with Cromartie's northerly line N 51-27-05 W 151.74 feet to an existing iron rebar on the southeasterly margin of Matthews-Mint Hill Road; thence with the southeasterly margin of Matthews-Mint Hill Road the following three (3) courses and distances: 1) N 38-28-53 E 259.73 feet to an existing iron rebar, 2) N 39-13-20 E 59.71 feet to an existing iron rebar, 3) N 39-26-34 E 90.95 feet to the point and place of **BEGINNING** and containing 6.08 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 11, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Morning Star Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar on the northwesterly corner of the N. Tennant McLeod and Oleen W. McLeod property as described in Deed Book 1968, Page 632 recorded in the Mecklenburg County Public Registry, said iron being on the southerly margin of Matthews Township Parkway (variable public right-of-way) and runs thence with the southerly margin of Matthews Township Parkway the following four (4) courses and distances: 1) S 51-33-19 E 151.12 feet to an existing iron rebar, 2) with the arc of a circular curve to the left having a radius of 898.83 feet and an arc length of 301.16 feet (chord: S 65-07-33 E 299.75 feet) to a point, 3) S 75-37-04 E 152.07 feet to a point, 4) S 84-57-55 E 107.42 feet to a point at the southwesterly intersection of aforesaid Matthews Township Parkway and Matthews-Mint hill Road (N.C. Highway #51); thence with the westerly margin of Matthews-Mint hill Road the following four (4) courses and distances: 1) S 42-53-40 E 82.37 feet to a point, 2) S 06-37-59 E 112.30 feet to an existing right-of-way monument, 3) with the arc of a circular curve to the right having a radius of 522.96 feet and an arc length of 295.12 feet (chord: S 20-47-15 W 291.21 feet) to an existing right-of-way monument, 4) S 36-44-59 W 5.80 feet to a point on the northeasterly corner of the Kate Biggers McLeod property as described in Deed Book 1195, Page 108; thence with Kate Biggers McLeod's northeasterly line and continuing with the aforementioned N. Tennant McLeod and Oleen W. McLeod's northeasterly line N 40-16-49 W 938.60 feet to the point and place of **BEGINNING** and containing 3.39 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated October 30, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Morning Star Township, Mecklenburg County, North Carolina and more particularly described as follows:

Commencing from an existing right-of-way monument being the southwesterly intersection of Kimway Drive and Matthews-Mint Hill Road and runs thence within the right-of-way Matthews-Mint Hill Road the following two (2) courses and distances: 1) N 20-42-29 W 179.69 feet to a rail road spike, 2) N 40-35-30 W 50.69 feet to a point being **the true point and place of BEGINNING**, said point being on the southerly margin of Matthews Township Parkway, said point also being on the westerly margin of Matthews-Mint Hill Road; thence with the northerly margin of Matthews-Mint Hill Road the following three (3) courses and distances: 1) S 37-14-08 W 227.79 feet to a point, 2) N 18-33-12 W 96.34 feet to a point, 3) N 26-19-35 E 99.31 feet to a point at the southeasterly intersection of Matthews-Mint Hill Road and Matthews Township Parkway; thence with the southerly margin of Matthews Township Parkway the following two (2) courses and distances: 1) N 72-12-17 E 103.22 feet to a point, 2) S 40-35-30 E 40.21 feet to the true point and place of **BEGINNING** and containing 0.38 acre as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated October 30, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Morningstar Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar on a northerly line of the Neubert Purser and Juanita Strawn Purser property as described in Deed Book 1664, Page 188 recorded in the Mecklenburg County Public Registry, said iron also being the southwest terminus point on the westerly margin of Saddletree Court (60' public right-of-way) and runs thence with the Purser's property line the following two (2) courses and distances: 1) N 67-32-10 W 138.11 feet to a point, 2) N 04-28-00 W 108.00 feet to a point being the southwest corner of Lot 11, Block H, Windrow Estates as described in Map Book 16, Page 185; thence with the southerly line of Lot 11 S 82-59-13 E passing a bent existing iron rebar at 0.25 feet for a total 179.46 feet to an existing iron rebar on the westerly margin of Saddletree Court; thence with the arc of a circular curve to the right having a radius of 748.11 feet and an arc length of 145.00 feet (chord: S 16-53-42 W 144.78 feet) to the point and place of **BEGINNING** and containing 0.45 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 28, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Morning Star Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar at the common southerly corner of the Dale S. Olson property as described in Deed Book 7784, Page 399 recorded in the Mecklenburg County Public Registry and the James Earl Moore and Cynthia W. Moore property as described in Deed Book 5039, Page 199 and runs thence with the southerly line of Olson's line N 77-54-30 E 304.01 feet to an existing iron rebar being a westerly corner of the Department of Transportation (DOT) property as described in Deed Book 8879, Page 646; thence with the DOT's westerly line S 07-11-00 W 499.99 feet to an existing iron rebar being the northeasterly corner of the Kenneth McAteer and Patricia Mullis McAteer property as described in Deed Book 3057, Page 14; thence with McAteer's northerly line S 86-43-54 W 624.41 feet to a point on the easterly margin of Stallings Road (60' public right-of-way); thence with the easterly margin of Stallings Road the following five (5) courses and distances: 1) N 23-55-24 E 172.41 feet to a point, 2) N 24-20-58 E 240.45 feet to a point, 3) N 24-33-14 E 145.36 to a point, 4) N 25-01-34 E 94.78 feet to a point, 5) N 26-54-03 E 66.60 feet to a point on the westerly line of the aforementioned Moore property; thence with the Moore's westerly line S 25-32-30 E 206.34 feet to the point and place of BEGINNING and containing 6.18 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 11, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Providence Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar on the northeasterly line of Lot 123, Greenbriar of Matthews, Section 5 recorded in Map Book 21, Page 405 in the Mecklenburg County Public Registry, said iron also being the southeast corner of Lot 7, Block 1, Courtney South recorded in Map Book 22, Page 318 and runs thence with the easterly line of Lot 7, Lot 6 and Lot 5, Block 1, Courtney South the following two (2) courses and distances: 1) N 15-48-18 E 307.50 feet to a point, 2) N 21-18-35 W 121.25 feet to a point being a westerly corner of Lot 36, Courtney, Phase 1, Section 1, Map 1 recorded in Map Book 20, Page 604; thence with a westerly line of Lot 36 and Lot 35, Courtney and continuing with Lot 24 and Lot 23, Courtney, Section 1, Map 2 recorded in Map Book 20, Page 718 the following five (5) courses and distances: 1) S 54-22-00 E 150.00 feet to a point, 2) S 18-34-00 E 82.00 feet to a point, 3) S 06-50-00 W 250.00 feet to a point, 4) S 18-45-00 E 140.00 feet to a point, 5) S 47-26-50 E 95.19 feet to a point on a northerly line of Lot 92, Greenbriar of Mathews, Section 2 recorded in Map Book 20, Page 502; thence with a line of Lot 92 and continuing with the northeasterly line of Lot 125, Lot 124 and Lot 123, Greenbriar of Matthews, Section 5 recorded in Map Book 21, Page 450 the following two (2) courses and distances: 1) S 36-59-00 W 93.69 feet to an existing iron rebar, 2) N 38-06-40 W 351.16 feet to the point and place of **BEGINNING** and containing 1.69 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 19, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Providence Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron pipe on the southeasterly line of the Well Lot, Courtney II recorded in Map Book 20, Page 667 of the Mecklenburg County Public Registry, said iron pipe also being a westerly corner of Lot 37, Courtney, Phase 1, Section 1, Map I recorded in Map Book 20, Page 604 and runs thence with the westerly line of Lot 37 and continuing with Lot 36 S 01-01-40 E 310.41 feet to a point on the northerly line of Lot 4, Block 1, Courtney South recorded in Map Book 22, Page 318; thence with the northerly line of Lot 4 and continuing with Lot 3 the following two (2) courses and distances: 1) N 40-06-00 W 125.00 feet to a point, 2) S 67-52-25 W 203.83 feet to a point on the southeasterly line of Lot 16, Block 4, Courtney II recorded in Map Book 20, Page 667; thence with the southeasterly line of Lot 16 and continuing with Lot 15, Lot 14 and the aforementioned Well Lot the following four (4) courses and distances: 1) N 26-00-00 E 113.81 feet to a point, 2) N 40-00-00 E 85.00 feet to a point, 3) S 84-00-00 E 20.00 feet to a point, 4) N 47-50-00 E 188.00 feet to the point and place of BEGINNING and containing 0.83 acre as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 19, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Providence Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar on the northerly line of Lot 79, Greenbriar of Mathews, Section 5 recorded in Map Book 21, Page 405 in the Mecklenburg County Public Registry, said iron also being the southwest corner of Lot 1, Block 1, Courtney South recorded in Map Book 22, Page 318 and runs thence with the northerly line of Lot 79 S 75-53-54 W 105.29 feet to a point being the easterly corner of Lot 24B, Courtney II recorded in Map Book 21, Page 154; thence with the easterly line of Lot 24B N 23-45-10 W 63.06 feet to a point being the southwest corner of Lot 18, Block 4, Courtney II recorded in Map Book 20, Page 667; thence with southerly line of Lot 18 and continuing with Lot 17 N 56-50-05 E 214.09 feet to a point being the westerly corner of Lot 2, Block 1, Courtney South recorded in Map Book 22, Page 318; thence with the southerly line of Lot 2 S 82-34-22 E passing an existing iron rebar at 4.30 feet for a total distance of 53.84 feet to an existing iron rebar being the northwest corner of the aforementioned Lot 1, Block 1 Courtney South; thence with the westerly line of Lot 1 S 36-27-37 W 176.84 feet to the point and place of **BEGINNING** and containing 0.41 acre as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Mathews dated September 19, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Providence Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron pipe at the southeasterly corner of the Marion Welch Stewart property as described in Deed Book 1009, Page 543 recorded in the Mecklenburg County Public Registry, said iron being on the southerly margin of Fullwood Lane and runs thence with the southerly margin of Fullwood Lane S 32-14-10 E 565.97 feet to an existing iron pipe being the northeast corner of the Adult Communities Total Services, Inc. property as described in Deed Book 5652, Page 740; thence with the Adult Communities Total Services' line the following eight (8) courses and distances: 1) S 59-40-44 W 357.29 feet to a point, 2) S 01-01-15 E 102.72 feet to a point, 3) S 64-13-45 W 145.00 feet to an existing bent iron rebar, 4) N 25-46-15 W 135.33 feet to a point, 5) S 76-58-27 W 265.00 feet to an existing iron pipe, 6) N 29-37-33 W 300.08 feet to an existing bent iron rebar, 7) N 39-06-54 W 285.91 feet to an existing iron rebar, 8) N 65-45-33 W 191.40 feet to a point being the westerly terminus of Marion Drive (60' public right-of-way), said point also being the westerly corner of the Sterling Elliott Welch III property as described in Deed Book 9061, Page 456, thence with Welch's southerly line N 88-21-32 E 343.96 feet to an existing iron pipe being the westerly corner of the aforementioned Stewart property, thence with Stewart's southerly line the following five (5) courses and distances: 1) S 57-33-09 E 79.93 feet to a point, 2) S 71-56-51 E 99.88 feet to a point, 3) S 48-21-21 E 96.35 to an existing iron pipe, 4) N 82-29-19 E 258.49 feet to an existing iron pipe, 5) N 22-15-43 E 319.47 feet to the point and place of **BEGINNING** and containing 9.66 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated October 10, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Providence Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar on the westerly margin of Fullwood Lane (variable public right-of-way), said iron being the northerly corner of Lot 52, Hampton Green, Phase 2 as described in Map Book 21, Page 849 recorded in the Mecklenburg County Public Registry and runs thence with the northerly line of Lot 52 and continuing with the northerly line of Lot 53, Lot 54, Lot 55 and Lot 56, Hampton Green, Phase 2 as described in Map Book 21, Page 849 and the Amenity Area, Hampton Green, Phase 1, Map 1 as described in Map Book 22, Page 121 S 72-31-32 W 772.84 feet to an existing iron rebar on the easterly line of Lot 78, Hampton Green, Phase 1, Map 1 as described in Map Book 22, Page 121; thence with the easterly line of Lot 78 and continuing with the easterly line of Lot 79 and Lot 80, Hampton Green, Phase 1, Map 1 as described in Map Book 22, Page 121 N 01-07-22 E 320.97 feet to an existing iron rebar on the southerly line of Dean P. Bigham property as described in Deed Book 3855, Page 256; thence with Bigham's southerly line and continuing with the southerly line of the Adult Communities Total Services, Inc. property as described in Deed Book 5652, Page 740 N 80-01-00 E 698.92 feet to an existing iron rebar on the westerly margin of aforementioned Fullwood Lane; thence with the westerly margin of Fullwood Lane S 11-27-18 E 214.28 feet to the point and place of **BEGINNING** and containing 4.42 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 18, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Providence Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar on the northwesterly line of Franklin H. Conder and Elisabeth P. Conder property as described in Deed Book 2315, Page 79 recorded in the Mecklenburg County Public Registry, said iron being the northeast corner of the of Matthews, Inc. property as described in Deed Book 7139, Page 177 and runs thence with Wessel's Nursing Home's northeasterly and northerly line the following two (2) courses and distances: 1) N 35-47-00 W 265.87 feet to an existing iron rebar, 2) S 82-50-54 W 480.18 feet to an existing bent iron rebar on the easterly margin of Fullwood Lane (70' public right-of-way); thence with the easterly margin of Fullwood Lane the following four (4) courses and distances: 1) N 07-09-08 W 117.54 feet to a point, 2) with the arc of a circular curve to the left having a radius of 1965.00 feet and an arc length of 25.77 feet (chord: N 06-46-35 W 25.77 feet) to a point, 3) N 06-24-03 W 407.43 feet to a point, 4) with the arc of a circular curve to the left having a radius of 756.20 feet and an arc length of 171.83 feet (chord: N 12-35-23 W 171.46 feet) to a point being the southwest corner of the Christ Covenant Church, P.C.A. as described in Deed Book 4947, Page 196; thence with Christ Covenant's southerly line the following three (3) courses and distances: 1) N 88-05-43 E 103.12 feet to an existing iron rebar, 2) S 09-20-45 E 62.41 feet to a point, 3) N 63-52-03 E 617.03 feet to a point; thence with the existing Matthews Town limits line the following two (2) courses and distances: 1) S 06-41-56 E 609.52 feet to a point, 2) S 44-17-05 E 284.03 feet to a point on the northwesterly line of the Rufus Franklin Outen property as described in Deed Book 5580, Page 884; thence with the Outen's northwesterly line S 36-23-47 W 241.79 feet to an existing iron pipe; thence continuing with Outen's northwesterly line and the terminus of right-of-way of Jefferson Street and the aforementioned Wessel's Nursing Home's northwesterly line S 36-59-06 W 100.96 feet to the point and place of BEGINNING and containing 12.95 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 13, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Morningstar Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron rebar being the southeast corner of the Carolina Conference Association of Seventh-Day Adventists, Inc. property as described in Deed Book 5015, Page 398 recorded in the Mecklenburg County Public Registry, said iron being on the westerly margin of Idlewild Road and runs thence with the westerly margin of Idlewild Road S 12-54-50 E 126.32 feet to a point being the northeast corner of the Kenneth J. Ledbetter and Nellie L. Ledbetter property as described in Deed Book 4902, Page 729; thence with the Ledbetter's northerly property line S 68-29-47 W 399.87 feet to a square iron; thence with the Ledbetter's westerly property line and continuing with the Covenant Temple, Inc. property as described in Deed Book 4913, Page 506 S 07-08-47 W 642.63 feet to an existing iron pipe, thence with a northerly line of the Covenant Temple property S 76-55-23 W 233.89 feet to an one inch existing iron rebar being the southeast corner of Lot 63, Windsor Chase as recorded in Map Book 23, Page 839; thence with easterly rear property line of Lot 63, Lot 62 and portion of Lot 61, Windsor Chase N 33-35-02 W passing an existing iron rebar at 114.23 feet the common corner of Lot 63 and Lot 62, an existing iron rebar at 341.77 feet the common corner of Lot 62 and Lot 61 for a total distance of 417.60 feet to a bent existing iron rebar being the southerly corner of the aforementioned Seventh-Day Adventists, Inc. property; thence with the southerly line of the Seventh-Day Adventists, Inc. property the following two (2) courses and distances: 1) N 45-01-24 E 624.00 feet to a bent existing iron rebar, 2) N 68-46-42 E 502.78 feet to the point and place of **BEGINNING** and containing 6.94 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 7, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Morningstar Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at a point at the southerly corner of Matthews Hotel Group, LLC property as described in Deed Book 8790, Page 636 recorded in the Mecklenburg County Public Registry, said point being on the northeasterly margin of East Independence Boulevard (variable public right-of-way) and also being N 60-19-40 E 10.04 feet from an existing iron rebar and runs thence with the Matthews Hotel Group's southerly line N 60-19-40 E passing an existing iron rebar at 197.93 feet for a total distance of 209.52 feet to a point on the westerly margin of Marglyn-Moore Road (variable public right-of-way); thence through the right-of-way of Marglyn-Moore Road S 85-59-00 E 54.77 feet to a point on the easterly margin of Marglyn-Moore Road; thence with the easterly margin of Marglyn-Moore Road and continuing within the right-of-way of Marglyn-Moore Road the following three (3) courses and distances: 1) S 16-04-11 E passing a North Carolina Department of Transportation (NCDOT) right-of-way disk at 105.00 feet and leaving said right-of-way for a total distance of 263.49 feet to a point, 2) S 16-12-38 E 121.34 feet to point, 3) S 14-50-38 E 245.80 feet to a point within the right-of-way of East Independence Boulevard; thence within the right-of-way of East Independence Boulevard and continuing along the northeasterly margin of East Independence Boulevard the following two (2) courses and distances: 1) N 39-13-08 W passing NCDOT right-of-way disk on the westerly margin of Marglyn-Moore Road at 124.64 feet for a total distance of 400.24 feet to a point, 2) N 37-51-33 W 249.95 feet to the point and place of **BEGINNING** and containing 1.97 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 13, 2000.

LEGAL DESCRIPTION

A certain tract or parcel of land lying and being in the Morningstar Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at a North Carolina Department of Transportation (NCDOT) right-of-way disk being N 28-32-51 W 644.33 feet from the Mecklenburg County GPS Station "1395" (Northing 496,720.1475, Easting 1,488,880.228), said disk being on the northerly margin of Old Monroe Road (variable public right-of-way) and Interstate Highway #485 (variable public right-of-way) as described in NCDOT project #8.U670117 and runs thence with the northerly margin of Old Monroe Road N 34-53-25 W 755.41 feet to a point at a southerly corner of the Lester H. Yandle, Jr. property as described in Deed Book 518, Page 565 recorded in the Mecklenburg County Public Registry; thence with a southwesterly line of Yandle property S 44-14-51 E 902.57 feet to a NCDOT right-of-way disk on the northerly margin of Interstate Highway #485; thence with the northerly margin of Interstate Highway #485 N 82-14-48 W 199.50 feet to the point and place of **BEGINNING** and containing 1.272 acres as shown on the Annexation Survey prepared by Russell Courtney & Associates for the benefit of the Town of Matthews dated September 13, 2000.

RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF MATTHEWS, NORTH CAROLINA, TO ESTABLISH STANDARDS FOR THE PROPOSED LIGHTWOOD CONNECTOR WITHIN THE TOWN OF MATTHEWS, NORTH CAROLINA

WHEREAS, the Town Board of Commissioners of the Town of Matthews unanimously adopted a motion approving a thoroughfare plan alignment that would go from Lightwood to Phillips Road with a connection to Ivey Wood, all of which would go through undeveloped property; and

WHEREAS, subsequent to the adoption of this motion, a proposed development plan was submitted as a part of a conditional rezoning application which said rezoning plan contained a 60 foot right-of-way purporting to be the proposed "Lightwood connector" from Lightwood to Phillips Road with a connection to Ivey Wood; and

WHEREAS, the said zoning petition was denied by the Town Board of Commissioners; and

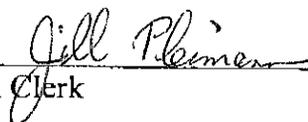
WHEREAS, there is an apparent need for the Board to identify development standards for the proposed "Lightwood connector;"

NOW, THEREFORE, be it RESOLVED by the Board of Commissioners of the Town of Matthews at its regular session of the 13th day of November, 2000, that it hereby designates the development standards for the proposed "Lightwood connector" to be a designated local (Class VI) under the subdivision ordinance of the Town of Matthews.

RESOLVED this the 13th day of November, 2000.


Mayor

ATTEST:


Town Clerk



TOWN OF MATTHEWS

P.O. Box 398
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Matthews, North Carolina 28106-0398
704/847-4411 • Fax: 704/845-1964
www.matthewsnc.com

R. LEE MYERS - Mayor
BOARD OF COMMISSIONERS
Martha W. Krauss - Mayor Pro-Tem
Paul F. Balley
Karina Glass
W. Kress Query
James P. Taylor
Ginger Wright

RESOLUTION BY TOWN OF MATTHEWS

WHEREAS, Lead Regional Organizations have established productive voluntary working relationships with municipalities and counties across North Carolina; and

WHEREAS, the 1999 General Assembly recognized this need through the appropriation of \$900,000 for each year of the biennium to help the Lead Regional Organizations assist local governments with grant applications, economic development, community development, and to support local industrial development activities and other activities as deemed appropriate by their local governments; and

WHEREAS, these funds are not intended to be used for payment of member dues or assessments to a Lead Regional Organization or to supplant funds appropriated by the member governments; and

WHEREAS, in the event that a request is not made by the Town of Matthews for release of these funds to the Lead Regional Organization, the available funds will revert to State's general fund; and

WHEREAS, in Region F, funds in the amount of \$55,000 will be used to/for preparation of HOME and CDBG applications, land use corridor studies, hosting of regional seminars/conferences, regional data center, regional building permit tracking system, and other economic development activities that may deem appropriate;

NOW, THEREFORE, BE IT RESOLVED that the Matthews Board of Commissioners requests the release of its share of these funds, \$1,057.29, to Centralina Council of Governments at the earliest possible time in accordance with the provisions of state laws.

Adopted this the 27th day of November, 2000.



R. Lee Myers - Mayor

ATTEST:



Jill Pleimann, Town Clerk



RESOLUTION

THAT WHEREAS, the Town of Matthews and Lat Purser & Associates have entered into that certain Downtown Development Project agreement pursuant to the provisions of Chapter 160A-458.3; and

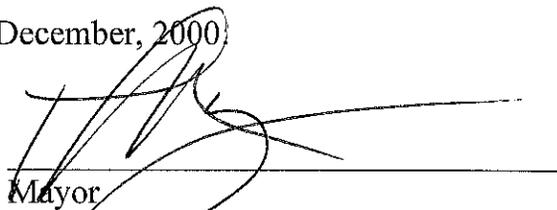
THAT WHEREAS, the Town is currently the owner of the property to be developed both for the public portion and the private portion; and

THAT WHEREAS, the Town, pursuant to Chapter 160A-458.3, may convey property to Lat Purser & Associates only after approval of the Town Board of Commissioners and after a public hearing; and

THAT WHEREAS, the Town Board desires to convey, and Lat Purser & Associates desires to acquire, 29,794 square feet designated as Lot #8 on the preliminary development plans;

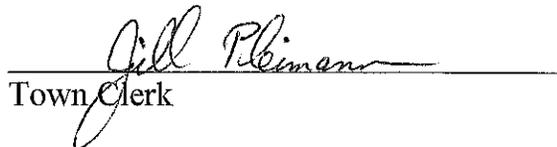
NOW, THEREFORE, the Board of Commissioners of the Town of Matthews at its regular meeting held on December 11, 2000 hereby sets a public hearing for Monday, January 8, 2001 at 7:00 p.m. in the Matthews Town Hall, calling the public hearing pursuant to the provisions of 160A-458 and 160A-457 regarding the possible sale of 29,794 square feet and designated as Lot #8 on the preliminary development plans to Lat Purser & Associates for \$503,000.00; and further it is hereby resolved by the said Board of Commissioners that the Town is to give notice of said public hearing once a week for two successive weeks in a local newspaper of general circulation giving the public notice of the proposed terms of the sale.

RESOLVED this the 11th day of December, 2000



Mayor

ATTEST:



Town Clerk