



AGENDA

Regular Town Board Meeting

January 22, 2019 - 6:30 PM

TOWN HALL (101 Huntersville-Concord Road)

1. Pre-meeting

1.A. Greenway, Trail and Bikeway Commission Update. (5:45 p.m.)

1.B. Public Arts Commission Update. (6:00 p.m.)

1.C. Novant Health - Huntersville Update. (6:15 p.m.)

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Mayor and Commissioner Reports-Staff Questions

6. Public Comments, Requests, or Presentations - *Speakers are limited to 3 minutes. The Mayor reserves the right to shorten the time limit for speakers when an unusually large number of persons have signed up to speak.*

7. Agenda Changes

8. Public Hearings

9. Other Business

10. Consent

10.A. Call a public hearing for Monday, February 18, 2019 at 6:30 p.m. at Huntersville Town Hall on Petition #TA19-01, a request by the Huntersville Planning Department to amend Articles 3.2.1 and 9 of the Huntersville Zoning Ordinance to allow golf driving ranges in the Rural (R) zoning district with the issuance of a special use permit. (Brad Priest)

10.B. Consider approving Verizon Fiber Easement - Seagle Street Property. (Angela Beeker)

11. Closing Comments

12. Adjourn

**Town of Huntersville
Town Board
January 22, 2019**

To: Town Board
From: Brad Priest, Planning
Date: 1/22/19
Subject: TA19-01: Driving Ranges in Rural

EXPLAIN REQUEST:

TA19-01 is an application by the Huntersville Planning Department to amend Article 3.2.1 and 9 of the Huntersville Zoning Ordinance. The purpose of the application is to allow golf driving ranges in the Rural (R) zoning district with the issuance of a special use permit.

ACTION RECOMMENDED:

Call a public hearing for Monday, February 18, 2019 at 6:30 p.m. at Huntersville Town Hall on Petition #TA19-01, a request by the Huntersville Planning Department to amend Articles 3.2.1 and 9 of the Huntersville Zoning Ordinance to allow golf driving ranges in the Rural (R) zoning district with the issuance of a special use permit. (Brad Priest)

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

-

**Town of Huntersville
Town Board
January 22, 2019**

To: Town Board

From: Angela Beeker, Legal

Date: 1/22/19

Subject: Consider Approving Verizon Fiber Easement - Seagle Street Property

EXPLAIN REQUEST:

Currently the Town leases a small area on the Seagle Street property (Public Works) to MW Cell REIT 1, LLC and NEXTEL South Corp for the placement of a cell tower. These companies, in turn, sublease this small area to CELLCO Partnership d/b/a/ Verizon Wireless. CELLCO has requested an easement across the Seagle Street Property for the placement of fiber. An aerial GIS map is attached showing the approximate location of the requested easement in yellow. The Town Attorney has been negotiating with CELLCO's attorneys regarding the language to govern any such easement. The resulting document is attached for the Board's consideration. As drafted, the easement is for an easement in gross only, meaning that it is granted to CELLCO only for the duration of the Lease, and will not run with the land. CELLCO will pay to the Town \$5,000 for this easement in gross. At the Board's last meeting the Board voted to defer action on this matter until the original tower ground lease could be located. Since that time a copy of the lease was located, so it is appropriate for the Board to now consider Verizon's request.

ACTION RECOMMENDED:

Consider approving Verizon Fiber Easement - Seagle Street Property. (Angela Beeker)

FINANCIAL IMPLICATIONS:

Revenue of \$5,000.

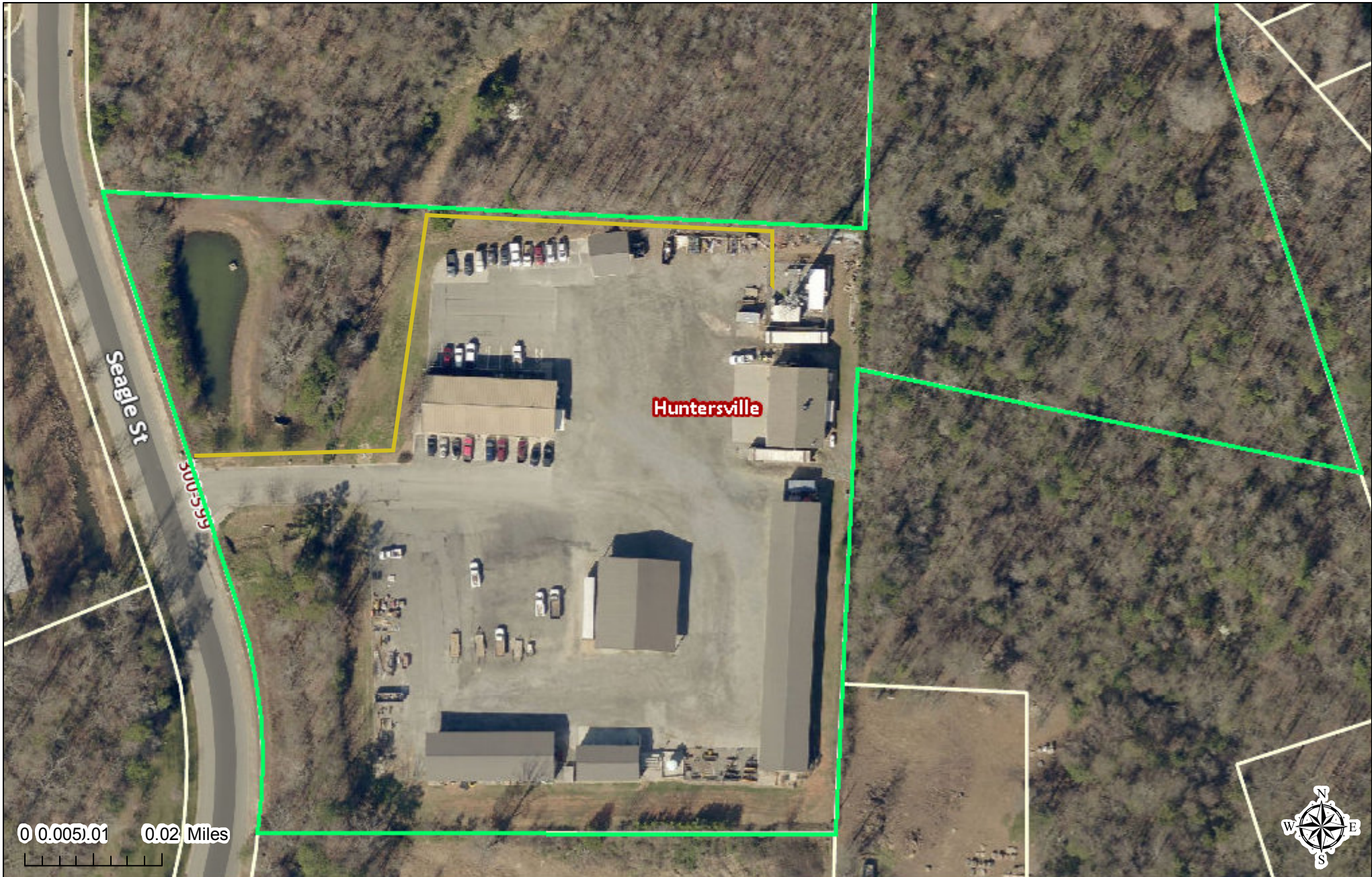
ATTACHMENTS:

- [Aerial showing approx loc of easement.pdf](#)
- [Easement Agreement - Utilities and Fiber - 1.2.19.docx](#)
- [Existing Lease Agreement Seagle St Cell Tower.pdf](#)
- [Exhibit C Survey of Proposed Easement area.pdf](#)

Polaris 3G Map – Mecklenburg County, North Carolina

Proposed fiber easement

Date Printed: 1/2/2019 10:13:03 AM



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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2019, by and between Town of Huntersville having a mailing address of P.O. Box 664, Huntersville, NC 28070 (“Grantor”) and Cellco Partnership d/b/a Verizon Wireless with its principal office located at _____ (“Grantee”). The Grantor and Grantee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WHEREAS, Grantor is the owner of certain real property situated in Mecklenburg County, North Carolina, further described in Deed Book 26373 Page 909 as recorded in the Register of Deeds Office of Mecklenburg County, North Carolina, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (“Grantor Property”); and

WHEREAS, Grantee leases from Lessor a portion of Grantor Property in Mecklenburg County, North Carolina, for the purpose of constructing, maintaining and operating a telecommunications facility (the “Facility”), pursuant to that Lease Agreement between Lake Development, LLC as Lessor and Wireless Capital Partners, LLC as Lessee, (Memorandum of Agreement recorded at Book 18332 Page 255, and re-recorded at Book 19179, Page 60 in the Register of Deeds Office of Mecklenburg County, North Carolina)(“Lease”); and

WHEREAS, Grantor is the successor to Lessor and Grantee is a sublessee on the Facility; and

WHEREAS, Grantor wishes to grant to Grantee a non-exclusive easement, extending through and across a portion of the Grantor Property, for the installation and maintenance of utility wires, fiber, cables, conduits, and pipes, either above or underground, to serve Grantee’s property on the Facility (“Grantee's Improvements”).

Site Name: (Huntersville, NC)

Site Number:

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Grantor agrees to grant a non-exclusive easement to Grantee upon the following terms and conditions:

1. Easements. Grantor hereby grants to, and for the benefit of, Grantee, its successors and assigns, a non-exclusive easement in gross over, under, across, and through a portion of the Grantor Property, as more particularly described in Exhibit B attached hereto and incorporated herein, for the installation and maintenance of Grantee's Improvements (the "Easement" or "Easement Property"). Grantor covenants and agrees that it will not build or install, and will not permit the building or installation of, any improvements of any kind in or on the Easement Property during the term of this Agreement. Grantor covenants not to do or permit any act or acts that unreasonably prevent or hinder Grantee's, its successors', agents', or assigns' use of the Easement for the aforementioned purposes. The Easement is granted for and shall remain in effect for the duration of the Lease, unless the Easement is sooner terminated as allowed by Paragraph 7 below.

2. Survey. Grantee has obtained a survey, attached hereto as Exhibit C, and made a part hereof, which shall control in the event of boundary and access discrepancies between it and Exhibit B.

3. Commencement. The grant of the Easement shall be effective upon the recordation of this Agreement (the "Commencement Date").

4. Consideration. As full and complete consideration for the Easement, Grantee agrees to pay Grantor a one-time, non-recurring fee of five thousand and 00/100 Dollars (\$5,000.00), payable within ninety (90) days after the Commencement Date.

5. Assignment and Subletting. Grantee may assign, sublet, or otherwise transfer all or any part of its interest in this Agreement without notice to, or consent of, Grantor.

6. Indemnification. Each Party shall indemnify, defend, and hold the other harmless against any third party claim of liability or loss from personal injury or property damage resulting from, or arising out of, the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the other Party, or its employees, contractors, invitees, or agents.

Site Name: (Huntersville, NC)

Site Number:

7. Termination. At Grantee's option, Grantee may terminate this Agreement upon thirty (30) days written notice to Grantor for any reason, or no reason. Additionally, if the Lease is terminated for any reason this Easement shall expire, and shall be of no force and effect, without the necessity of any re-entry by the Grantor. It is acknowledged that the starting date of the term of the Lease was January 5, 2006, and that it will remain in effect until the eighteenth (18th) anniversary of that date, or until the expiration of any extensions permitted under the Lease, whichever is later, unless sooner terminated as allowed by the terms of the Lease, or for a default or material by a party thereto or their successor in interest.

8. Title. Grantor represents and warrants to Grantee that Grantor has good and marketable title to the Grantor Property, and may legally grant the Easement to Grantee.

9. Maintenance. Grantee shall maintain the Easement Property in a condition suitable for its use for the installation and maintenance of Grantee's Improvements, but not otherwise.

During the term of this Agreement, Grantor will not give, grant, or convey any interest in, or license or permission to use, the Easement Property not already existing on the date of this Agreement, as such interests or uses may materially adversely affect or interfere with Grantee's use of the Easement Property. After completion of the installation of Grantee's Improvements, Grantee, at its expense, will restore the surface of the Easement Property to a condition substantially similar to its condition prior to the installation of Grantee's Improvements. If the Easement Property is damaged or obstructed for any reason so as to render all or any part of the Easement Property substantially unusable for Grantee's intended use, then Grantee may terminate this Agreement, at Grantee's option, without further obligation from Grantee to Grantor.

10. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Grantor and Grantee. Any amendments to this Agreement must be in writing and executed by Grantor and Grantee.

b. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Site Name: (Huntersville, NC)
Site Number:

EXHIBIT A

Grantor Property

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

Being all of Lot 2 as shown on a recombination survey of Northchar Industrial Park Lot Numbers 1 & 2 as the same is recorded in Map Book 37 at Page 905 of the Mecklenburg County Public Registry which is incorporated herein by reference.

Site Name: (Huntersville, NC)
Site Number:

EXHIBIT B

Legal Description of Easement Property

That certain parcel marked as “ Proposed 10’ Utility Easement” and described as “ 10’ Utility Easement” on that plat by Timothy L. Fish dated January 30, 2018 and attached hereto as Exhibit D and incorporated by reference herein.

Site Name: (Huntersville, NC)
Site Number:

EXHIBIT C

Survey of Easement
[See attached survey]

Site Name: (Huntersville, NC)

Site Number:



2011091718

DRAWN BY AND RETURN TO: JOHNSTON, ALLISON & HORD, P.A. (RCH) (BOX 50)

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT AND AGREEMENT

COUNTY OF MECKLENBURG

THIS ACKNOWLEDGMENT AND AGREEMENT (“Agreement”) is made and entered into this 16th day of August, 2011 by and among **TOWN OF HUNTERSVILLE**, a North Carolina municipal corporation (“Huntersville”); **MW Cell REIT 1, LLC**, a Delaware limited liability company (“MW Cell”) and **NEXTEL SOUTH CORP**, a Georgia corporation d/b/a Nextel Communications (“Nextel”).

WITNESSETH:

THAT WHEREAS, the real property which is the subject of this Agreement is identified as Mecklenburg County tax parcel 011-201-27 and is legally described as follows:

BEING all of Lot 2 as shown on a recombination survey of NorthChar Industrial Park Lot Nos. 1 & 2 as the same is recorded in Map Book 37 at Page 905 of the Mecklenburg County Public Registry which is incorporated herein by reference. (“Property”); and

WHEREAS, the current fee simple owner of the Property is Huntersville, having obtained title to said Property by a deed dated March 24, 2011 and recorded in Book 26373 at Page 909 in the Mecklenburg Public Registry; and

WHEREAS, at the time the Property was acquired by Huntersville, the Property was subject to an outstanding leasehold interest in favor of Wireless Capital Partners, LLC (“WCP”) under “Memorandum of Agreement” dated January 21, 2005, recorded in Book 18332 at Page 255 in the Mecklenburg Public Registry and later purportedly amended by re-recording of Memorandum of Agreement dated July 19, 2005 and recorded in Book 19179 at Page 60, said Registry (“Lease”); and

WHEREAS, WCP had assigned its rights as tenant under the Lease affecting the Property as evidenced by Memorandum of Agreement recorded in Book 18332 at Page

255 (as amended by re-recording as stated above) to MW Cell by Memorandum of Assignment dated August 31, 2007 and recorded in Book 23208 at Page 48 of said Registry; and

WHEREAS, WCP had previously entered into a sublease agreement with Nextel pertaining to the Property which sublease is dated August 19, 2005 ("Sublease"), and WCP, by said Memorandum of Assignment dated August 31, 2007 and recorded in Book 23208 at Page 48 in the Mecklenburg Public Registry further assigned its interest in said sublease to MW Cell so that by said document recorded in Book 23208 at Page 48, referred to above, MW Cell has succeeded to the rights of WCP as tenant in the ground lease and as sublandlord in the sublease affecting the Property, and Nextel has assumed all rights and obligations as subtenant under the sublease; and

WHEREAS, by Memorandum of Assignment dated November 28, 2006 from WCP to WCP Wireless Lease Subsidiary, LLC ("WCP Wireless"), WCP assigned its rights under the document recorded in Book 18332 at Page 255 (as amended as stated above) in the Mecklenburg Public Registry to WCP Wireless; and

WHEREAS, WCP Wireless assigned its rights in the ground lease (evidenced by a memo which is recorded in Book 18332 at Page 255 in the Mecklenburg Public Registry) to WCP by a Memorandum of Assignment dated August 31, 2007 and recorded in Book 23208 at Page 41 in the Mecklenburg Public Registry; and

WHEREAS, as a result of all of the Assignments of leases and subleases referred to above, MW Cell is now the owner of the sublandlord's interest in the prime leasehold interest in the Property (the Lease) and Nextel is the owner of the subtenant's interest in the Sublease affecting the Property, which Property is owned by Huntersville as the prime landlord; and

WHEREAS, the parties hereto desire to (a) memorialize the existence of the various lease and sublease interests referred to herein, (b) to acknowledge such lease/sublease interests and further to specifically identify the physical area where the cell tower lease lot (as hereinafter defined) exists and is permitted to exist so there will not be a misconception that the leases affect the entirety of the Property, (c) to release any interest of MW Cell and Nextel in the Property except those interests specifically described herein, and (d) to establish the precise Term of the Lease; and

WHEREAS, Huntersville desires to grant certain access easements on, over and through the Property for the purpose of reasonable ingress and egress to and from the said cell tower lease lot.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and ownership interests that are set forth in the various leases, subleases and assignments as well as the deed into Huntersville, as well as the sum of Ten Dollars (\$10.00) and other valuable considerations passing among the parties hereto, the receipt

and sufficiency of which are all hereby acknowledged, the parties do hereby acknowledge and agree as follows:

1. The fee simple owner of the Property is Huntersville under the terms and provisions of deed identified above conveying the Property to Huntersville, and Huntersville's ownership is subject to the matters and things as set forth on the public records of Mecklenburg County, North Carolina including, but not limited to, the lease and sublease referred to herein, as modified by this Agreement.

2. The original Sublease to Nextel provided for an area for the construction of a cell tower which was to be a rectangular lot containing approximately 3,800 square feet located in or near the southeastern corner of the Property; however, as matters have progressed and developed, the cell tower lease lot has approximately the same dimensions and size as provided for in the Sublease but has been located in the northeasterly corner of the Property. The cell tower lease lot as identified in the previous sentence is identified as "cell tower lease lot 3800 sq. ft." ("Cell Tower Lease Lot") on the Survey (hereinafter defined) of the Property identifying Huntersville as the owner of said Property.

3. MW Cell and Nextel, for themselves, their successors and assigns, hereby *release and quitclaim unto Huntersville, its successors and assigns, any interest they may have in the Property other than the Cell Tower Lease Lot and the access easements thereto as described in this Agreement.* Further, it is agreed that the portion of the Cell Tower Lease Lot lying between the rear property line of the Property and the rear set back line as shown on the attached Exhibit A shall remain unobstructed and Huntersville shall have access over such area for the purpose of installing and maintaining fencing around the Property and for installing and maintaining utilities.

4. The parties further acknowledge and agree that the ground lessee and sublessee of the Cell Tower Lease Lot shall have reasonable rights of access for ingress, egress and regress purposes over the Property in order to operate, improve and maintain the said Cell Tower Lease Lot (and cell tower located thereon) located in the northeasterly corner of the Property as shown on said survey which is dated April 23, 2011 and prepared by Land Development Services, a copy of which is attached hereto, marked Exhibit A ("Survey"), and incorporated herein by reference for purposes of identifying the Property and illustrating the location of the Cell Tower Lease Lot thereon.

5. In substitution of any access easement purported to be granted by the Lease, which MW Cell and Nextel hereby specifically release, Huntersville does hereby give, grant and convey to MW Cell and Nextel non-exclusive easement rights for reasonable ingress, egress and regress on, over and through the Property for operation, improvement and maintenance of the Cell Tower Lease Lot, and such access rights including access driveways and roadways hereby granted shall be subject to re-identification and relocation by Huntersville from time to time in the future as Huntersville plans for its use of the Property; however, the grant of the easements by Huntersville contained herein shall always provide for reasonable access on, over and

through the Property to the Cell Tower Lease Lot. Nextel agrees to be responsible for maintaining the driveways, roadways and other means of access to and from the Cell Tower Lease Lot.

6. MW Cell hereby acknowledges that it is the current record ground lessee of the Cell Tower Lease Lot as identified above and that it subleases the said Cell Tower Lease Lot to Nextel.

7. Nextel acknowledges that it is the current record subtenant of the Cell Tower Lease Lot as identified on the Survey and that its sublandlord is MW Cell.

8. The parties stipulate that the starting date of the Term of the Lease was January 5, 2006, and shall terminate on the eighteenth (18th) anniversary of that date. Tenant shall have the right to extend that Term for three (3) successive five (5) year terms on the terms and conditions set forth in the Lease.

9. The parties have entered into this Agreement for the purpose of clarifying the record interests of the parties to the Property and the Cell Tower Lease Lot and have agreed to the recordation of this instrument for the purpose of memorializing the current status of the various interests affecting the Property and establishing access rights over the Property to and from the Cell Tower Lease Lot.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina and the sole venue for any dispute arising hereunder shall be in a state or federal court sitting in Mecklenburg County, North Carolina. This Agreement shall not be altered or modified except by an instrument in writing signed by the parties hereto. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of the successors and assigns of the parties hereto. The Property described herein shall be the burdened parcel with respect to the access easements granted herein and, by the same token, the Cell Tower Lease Lot shall be the benefited parcel with respect to such easement rights.

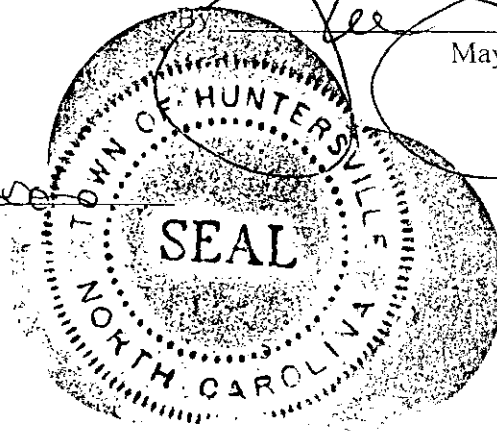
IN WITNESS WHEREOF, the parties have executed this Agreement all pursuant to authority duly given effective the day and year first above written.

TOWN OF HUNTERSVILLE

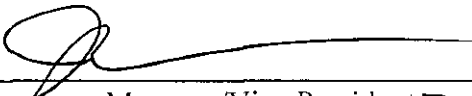

Mayor

ATTEST:

By: 
Town Clerk



MW Cell REIT 1, LLC,
a Delaware limited liability company

By: 
~~Manager/Vice President~~ Joni LeSage
Authorized Person

NEXTEL SOUTH CORP.,
a Georgia corporation

By: _____
Vice President

MW Cell REIT 1, LLC,
a Delaware limited liability company

By: _____
Manager/Vice President

NEXTEL SOUTH CORP.,
a Georgia corporation

By: _____
its Authorized Representative
MICHAEL R REED

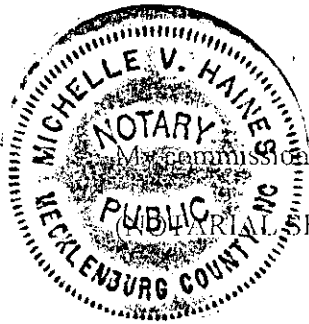
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County and State aforesaid, certify that Jill Swain personally came before me and acknowledged that (s)he is the Mayor of the Town of Huntersville, a North Carolina municipality, and that by authority duly given, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this 21st day of June, 2011.

Michelle V. Haines
Notary Public
Print Name: Michelle V. Haines



My commission expires: July 13, 2014

STATE OF _____

COUNTY OF _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me and acknowledged that (s)he is the Manager/Vice President of MW Cell REIT 1, LLC, a Delaware limited liability company, and that by authority duly given, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this _____ day of _____, 2011.

Notary Public
Print Name: _____

My commission expires: _____

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me and acknowledged that (s)he is the Mayor of the Town of Huntersville, a North Carolina municipality, and that by authority duly given, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this _____ day of _____, 2011.

Notary Public
Print Name: _____

My commission expires: _____

(NOTARIAL SEAL)

STATE OF California
COUNTY OF Los Angeles

I, the undersigned Notary Public of the County and State aforesaid, certify that Joni Le Sage personally came before me and acknowledged that (s)he is the Manager/Vice President of MW Cell REIT 1, LLC, a Delaware limited liability company, and that by authority duly given, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this 25th day of July, 2011.

Jennifer Mathkins
Notary Public
Print Name: Jennifer Mathkins

My commission expires: July 20, 2012

(NOTARIAL SEAL)



STATE OF KANSAS

COUNTY OF JOHNSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Michael R Reed personally came before me and acknowledged that (s)he is the Vice President of Nextel South Corp., a Georgia corporation, and that by authority duly given, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

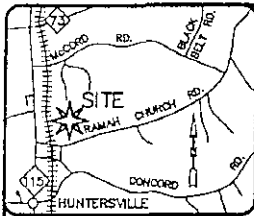
Witness my hand and notarial seal, this 15th day of August, 2011.

Renet A Mitchell
Notary Public
Print Name: Renet A Mitchell

My commission expires: 11-01-2013

(NOTARIAL SEAL)





VICINITY MAP
NOT TO SCALE

LEGEND

- CWF (CONC. MON. FOUND)
- EP (AS DESCRIBED)
- SIP (#5 REBAR SET)
- NPS (NO POINT SET)
- BOUNDARY LINE (AS SURVEYED)
- - - NEW LEASE LINE
- - - BOUNDARY LINE (BY DEED OR PLAT)
- - - EASEMENT LINE
- - - RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- X - X - FENCE LINE

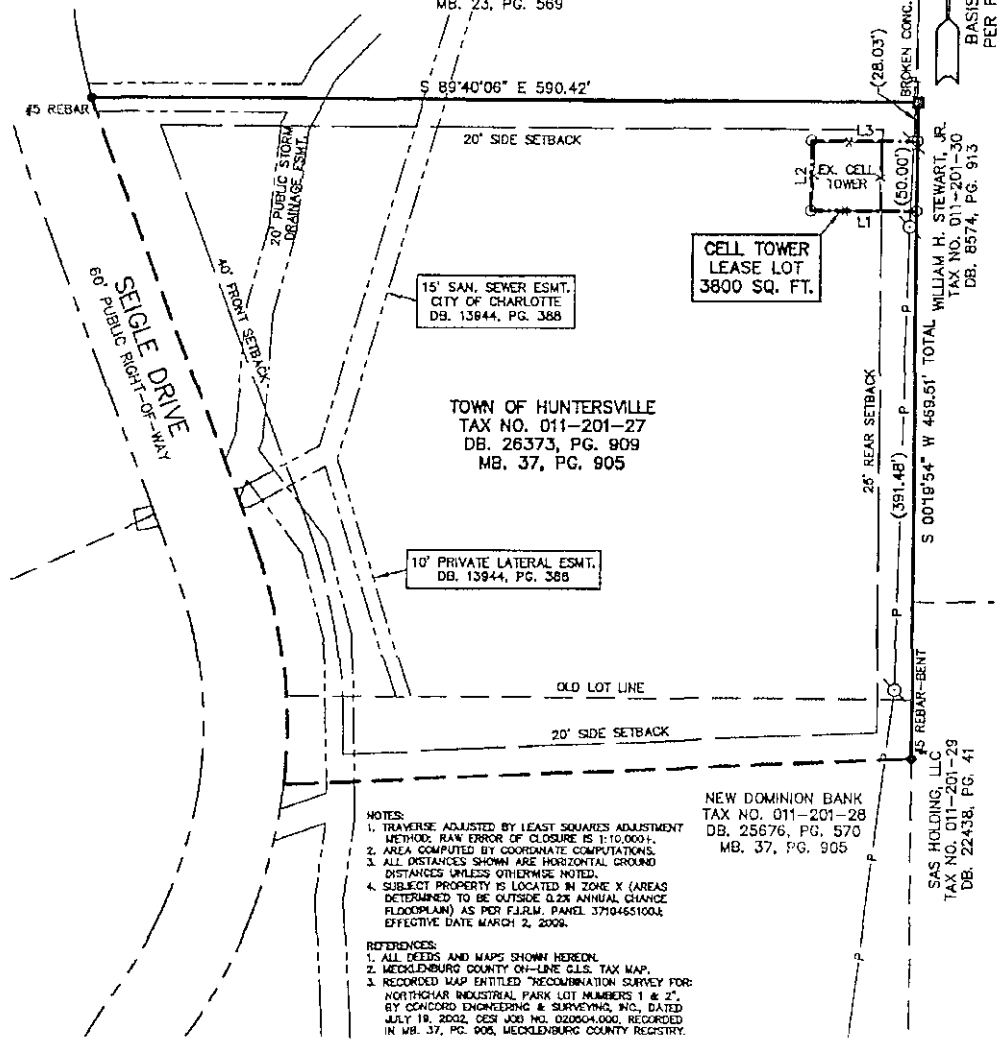
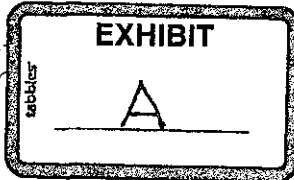
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

REVIEW OFFICE OF
MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT
TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

LINE	BEARING	DISTANCE
L1	N 89°40'06" W	76.00'
L2	N 00°19'54" E	50.00'
L3	S 89°40'06" E	76.00'

ROBERT F. OLIVER &
WIFE, BARBARA K. OLIVER
TAX NO. 011-201-26
DB. 11922, PG. 577
MB. 23, PG. 569



- NOTES:**
1. TRAVERSE ADJUSTED BY LEAST SQUARES ADJUSTMENT METHOD. RAW ERROR OF CLOSURE IS 1:10,000+1.
 2. AREA COMPUTED BY COORDINATE COMPUTATIONS.
 3. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 4. SUBJECT PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER FIRM PANEL 3710465100A EFFECTIVE DATE MARCH 2, 2009.
- REFERENCES:**
1. ALL DEEDS AND MAPS SHOWN HEREON.
 2. MECKLENBURG COUNTY ON-LINE C.L.S. TAX MAP.
 3. RECORDED MAP ENTITLED "RECOMBINATION SURVEY FOR NORTHCAR INDUSTRIAL PARK LOT NUMBERS 1 & 2", BY CONCORD ENGINEERING & SURVEYING, INC., DATED JULY 19, 2002, CESA JOB NO. 020004000, RECORDED IN MB. 37, PG. 905, MECKLENBURG COUNTY REGISTRY.

NEW DOMINION BANK
TAX NO. 011-201-28
DB. 25676, PG. 570
MB. 37, PG. 905

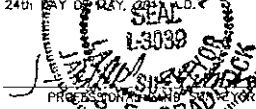
SAS HOLDING, LLC
TAX NO. 011-201-29
DB. 22438, PG. 41

REVISED: 05/24/2011; UPDATED PROPERTYOWNER INFORMATION.

PLAT CERTIFICATION

I, JAMES E. CRADDOCK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN REFERENCES AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 58.1001).

D. THIS SURVEY IS IN ANOTHER CATEGORY, SUCH AS THE FOLLOWING: (CHECK ONE) PARCELS OF A COURT-ORDERED SURVEY, OR A SURVEY FOR THE DEFINITION OF SUBDIVISION; REGISTRATION NUMBER AND SEAL THIS 24th _____



LICENSE NO. L-3039

NEXTEL TOWER LEASE SURVEY

PROPERTY OF TOWN OF HUNTERSVILLE

TOWN OF HUNTERSVILLE MECKLENBURG C.L.S. NO.

ADDRESS: 15315 SEIGLE DRIVE, HUNTERSVILLE, NC

LOT 2, BLOCK N/A, NORTHCAR INDUSTRIAL PARK

MAP RECORDED IN MB. 37, PG. 905; DEED RECORDED IN DB. 25373, PG. 909

FOR CLIENT: JOHNSTON, ALLISON & HORD, PA

SCALE: 1 IN. = 100 FT. DATE: APRIL 23, 20 11



LAND DEVELOPMENT SERVICES
INC. FIRM LICENSE NO. C-8663
45 SPRING STREET SW CONCORD, NC 28603
CONCORD, NC 28602 FAX (704) 796-7454
ACAD FILES 110405_000.DWG



J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 08/16/2011 04:08:18 PM
Book: RE 26677 Page: 133-143
Document No.: 2011091718
AGMT 11 PGS \$41.00
Recorder: SERENA WOODS

Original has lines



2011091718

EXHIBIT C

CURVE TABLE			
CURVE #	LENGTH	RADIUS	BEARING
C1	63.84'	380.00'	N032°48'E 63.86'
C2	112.28'	380.00'	N093°42'W 112.18'
C3	36.58'	474.00'	S192°55'E 36.57'

LEGAL DESCRIPTION OF 10' UTILITY EASEMENT

ALL THAT CERTAIN EASTWENT AREA PARCEL OF LAND LYING AND BEING IN WICKLIFFE COUNTY, NORTH CAROLINA, BEING A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 28373, AT PAGE 508 OF THE RECORDING COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

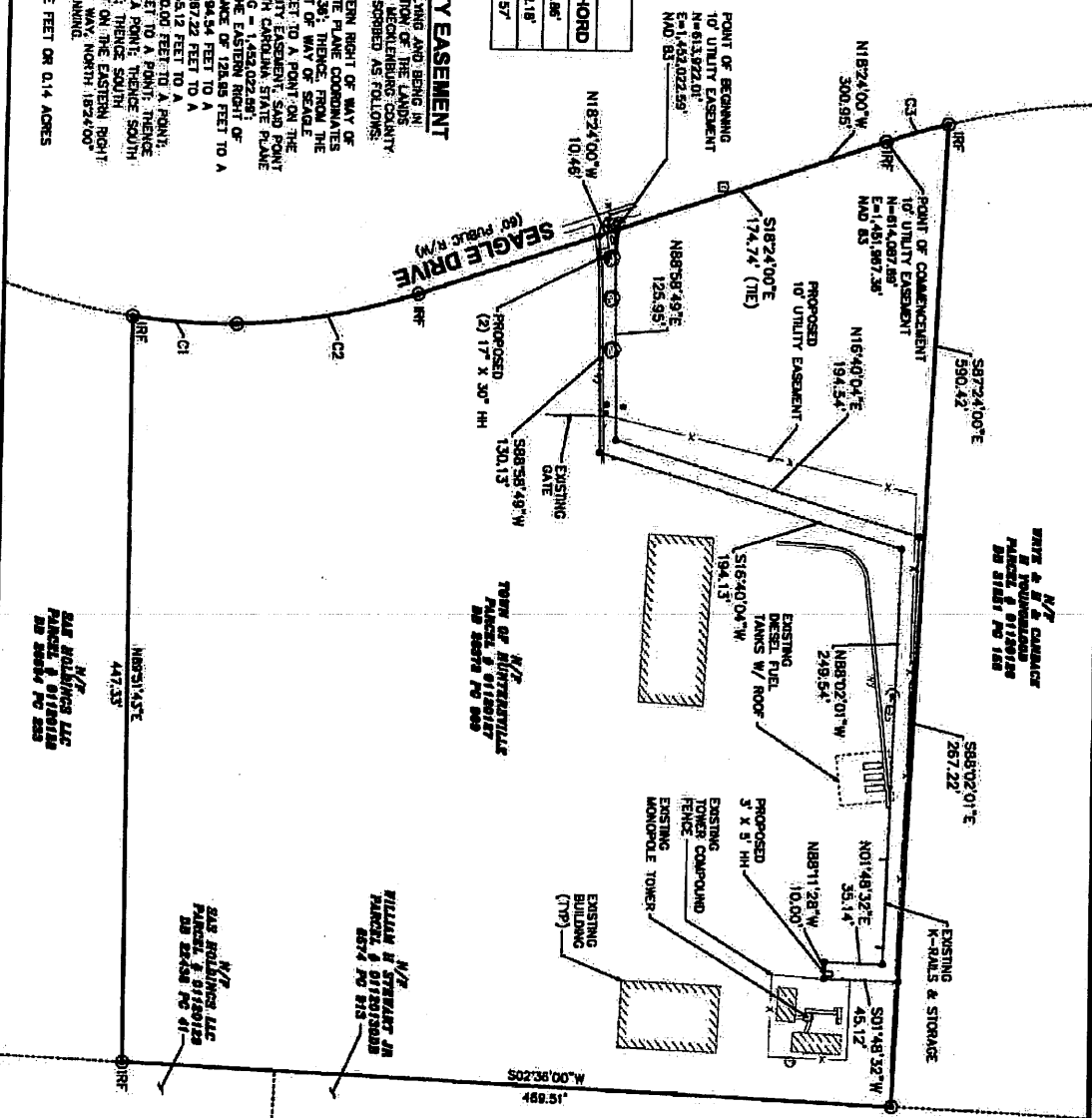
COMMENCING AT AN EXISTING IRON REBAR ON THE EASTERN RIGHT OF WAY OF SEAGLE DRIVE, SAID IRON REBAR WITH COORDINATE STATE PLANE COORDINATES OF NORTING = 814,827.897' AND EASTING = 1,442,022.259' FROM THE POINT OF COMMENCEMENT AND WITH THE EASTERN RIGHT OF WAY OF THE DRIVE, SOUTH 18°24'00" EAST A DISTANCE OF 174.74 FEET TO A POINT ON THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 10' UTILITY EASEMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTING = 813,822.011' AND EASTING = 1,442,022.259';

THENCE SOUTH 18°24'00" WEST A DISTANCE OF 128.89 FEET TO A POINT; THENCE NORTH 18°24'00" EAST A DISTANCE OF 184.54 FEET TO A POINT; THENCE SOUTH 80°22'00" EAST A DISTANCE OF 487.22 FEET TO A POINT; THENCE SOUTH 80°22'00" WEST A DISTANCE OF 140.82 FEET TO A POINT; THENCE NORTH 01°48'32" EAST A DISTANCE OF 35.14 FEET TO A POINT; THENCE NORTH 01°48'32" WEST A DISTANCE OF 348.54 FEET TO A POINT; THENCE SOUTH 18°24'00" WEST A DISTANCE OF 184.13 FEET TO A POINT; THENCE SOUTH 18°24'00" WEST A DISTANCE OF 10.46 FEET TO THE POINT OF BEGINNING.

SAID EASTWENT AREA PARCEL CONTAINING 8,208 SQUARE FEET OR 0.14 ACRES MORE OR LESS.

LEGAL DESCRIPTIONS

SCALE: 1" = 100'



SCALE IN FEET
0 100 200

<p>PREPARED FOR:</p> <p>EASTWENT CONSTRUCTION 222 S. CHURCH STREET CHARLOTTE, NC 28202</p>	<p>PROJECT INFORMATION:</p> <p>NA NORTH MECK 430 SEAGLE ST WICKLIFFE, NC 28078 (WICKLIFFE COUNTY)</p>	<p>PREPARED BY:</p> <p>THE ENGINEERING FIRM 281 TRITON ROAD RALEIGH, NC 27602-3500 (919) 981-6551 O&A P-1403</p>	<p>SURVEYOR CERTIFICATE</p> <p>I, TIMOTHY L. FISH, CERTIFY THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACCURATE SURVEY MADE UNDER MY SUPERVISION, AT PAGE 508 OF THE RECORDING COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THIS PLAT WAS DRAWN FROM REFORMATION FORMS IN THAT STATE OF NORTH CAROLINA, ACCORDING TO THE TOPOGRAPHIC SURVEYING ACT, AND THAT THE SURVEYING PRACTICE FOR THE YEAR 1943, THIS 30th day of January, 2017.</p> <p>SEAL NORTH CAROLINA PLS # 14651 TIMOTHY L. FISH</p>
<p>LEGAL DESCRIPTIONS</p>		<p>LEGAL DESCRIPTIONS</p>	