

**BROOKLYN VILLAGE  
AMENDED AND RESTATED MEMORANDUM OF AGREEMENT**

This Amended and Restated Memorandum of Agreement (“Agreement”) dated and to be effective as of \_\_\_\_\_, 2019 is made and entered into by and among the **HOUSING AUTHORITY OF THE CITY OF CHARLOTTE**, a public body and a body corporate and politic (“CHA”), the **COUNTY OF MECKLENBURG, NORTH CAROLINA**, a political subdivision of the State of North Carolina (“County”), and the **CITY OF CHARLOTTE, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (“City”).

**WHEREAS**, CHA, County, and City desire to provide affordable housing units in the Brooklyn Village redevelopment;

**WHEREAS**, CHA, County, and City have previously entered into an agreement, the Brooklyn Village Memorandum of Understanding (“MOU”) which was executed July 5, 2015, to assist each other in the accomplishment of the Vision Statement and Master Plan of this Second Ward Neighborhood, which is "To create a livable and memorable urban neighborhood in the heart of the city through mixed land uses, diverse architecture and housing types, unique infrastructure, and a hierarchy of open spaces. These components will combine to welcome and support a diverse population with varied ages, races, and socio-economic backgrounds.";

**WHEREAS**, County and City have previously entered into an agreement, the Brooklyn Village Interlocal Cooperation Agreement (“ILA”) which was executed November 19, 2013 to support the redevelopment of Brooklyn Village (as defined in the ILA);

**WHEREAS**, in the intervening period since the MOU and ILA were executed, County has accomplished a process to select a master developer, BK Partners, LLC (“BK”) to partner in the redevelopment of Brooklyn Village;

**WHEREAS**, BK’s redevelopment of Brooklyn Village shall include the redevelopment of (i) Marshall Park (as defined in the ILA and having Parcel ID No. 12507125), (ii) the parcel adjacent to Marshall Park (having Parcel ID No. 12507120, which, together with Marshall Park, shall be referred to herein as the “Brooklyn Village Site”), and (iii) two parcels located to the south of the Brooklyn Village Site having Parcel ID Nos. 12517101 and 12517103 (collectively referred to herein as the “Walton Plaza Site”); and

**WHEREAS**, the Master Redevelopment Agreement, dated July 10, 2018 (the “MRA”) has been adopted by and between County and BK, necessitating revisions to the MOU.

**NOW, THEREFORE**, in consideration of the mutual commitments contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CHA, County and City agree to amend and restate the MOU as follows:

1. CHA is committed to assisting with the inclusion of affordable housing as a component of the redevelopment of the Brooklyn Village Site and the Walton Plaza Site. A minimum of thirty-five (35) housing units located within the Brooklyn Village Site and the Walton Plaza Site will be made available to households with tenant-based Housing Choice Vouchers (HCV) for households earning up to 60% of the area median income, as reflected in the MRA executed by and between County and BK. In exchange for the same, the City, County, and BK agree that they will insure that a deed restriction will be placed on the below 60% AMI affordability for a term of at least thirty (30) years for those 35 units. Further, CHA will support leasing efforts and actively market the availability of all affordable and senior affordable housing units, pursuant to CHA's normal processes, to include advertising on CHA's HCV website, etc., delivered within the Brooklyn Village Site and the Walton Plaza Site, such to be constructed as consistent with the Final Phased Development Program delineated in the MRA.
2. City acknowledges the timing and schedule of the Project Milestones as outlined in Exhibit C of the MRA and therefore agrees that it shall amend the ILA to allow the County and BK sufficient time to accomplish the redevelopment of the Marshall Park property.
3. **MOU**. This Agreement is a complete restating of the MOU and replaces same.
4. **MRA**. The MRA is attached as Exhibit A and incorporated by reference.
5. **Amendment**. No amendment, modification or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
6. **Successors and Assigns**. This Agreement shall bind the parties and their successors and assigns.
7. **Waiver**. No delay or omission by any party to exercise any right or power it has under this Agreement shall waive or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
8. **Governing Law**. This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina.
9. **Counterparts**. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one agreement. All signatures need not be on the same counterpart.

[SIGNATURE PAGES TO FOLLOW]



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the dates set forth below:

**THE CITY OF CHARLOTTE**

By:  
Name:  
Title  
Date:

**MECKLENBURG COUNTY**

By:  
Name:  
Title:  
Date:

Approved as to Form

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County Attorney

**HOUSING AUTHORITY OF THE CITY OF CHARLOTTE**

By:  
Name:  
Title:  
Date: