



Agenda

Greenville City Council

January 10, 2019

6:00 PM

City Hall Council Chambers

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

- I. Call Meeting To Order**
- II. Invocation - Council Member Smiley**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

VII. Special Recognitions

1. Jessie Grant - Public Works Department Retiree
2. Milton Carney - Fire-Rescue Department Retiree

VIII. Appointments

3. Appointment of a Person to Fill the Vacancy in the Office of Council Member for District 1
4. Appointments to Boards & Commissions

IX. New Business

Public Hearings

5. Ordinance to annex Savannah Place, Section 4, Phase 1 involving 4.928 acres located at the current terminus of Camille Drive
6. Ordinance to annex Langston West, Phase 11, Section 1 involving 11.1420 acres located at the current terminus of Birch Hollow Drive
7. Ordinance requested by Kenneth and Christine Lloyd, Sr. to rezone 0.3416 acres located along the eastern right-of-way of Watauga Avenue and 130+/- feet south of Farmville Boulevard from R6 (Residential [High Density Multi-family]) to CH (Heavy Commercial)
8. Ordinance requested by Bent Creek, LLC to rezone 2.002 acres located along the western right-of-way of Port Terminal Road and 750+/- feet north of East 10th Street from RA20 (Residential-Agricultural) to CH (Heavy Commercial)
9. Ordinance requested by ACP Holdings, LLC to rezone a total of 14.925 acres located at the current terminus of Allen Ridge Drive from R9S (Residential-Single-family [Medium Density]) and OR (Office-Residential [High Density Multi-family]) to R6A-RU (Residential [Medium Density])-Restricted Residential Overlay District and OR (Office-Residential [High Density Multi-family])
10. Resolution authorizing the sale of City-owned property located at 610 Roosevelt Avenue to Demetris Daniels

Other Items of Business

11. Discussion of Bicycle and Pedestrian Commission request for temporary moratorium on shared use alternative transportation systems within the City of Greenville

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 1/10/2019
Time: 6:00 PM

Title of Item: Appointment of a Person to Fill the Vacancy in the Office of Council Member for District 1

Explanation: **Abstract:** A vacancy in the office of the Council Member for District 1 exists due to the recent election of former Council Member Kandie D. Smith to the N.C. House of Representatives. The vacancy occurred when Ms. Smith was sworn in as a member of the House of Representatives. Ms. Smith has also submitted a letter of resignation addressed to the Mayor and Council.

Explanation: A vacancy in the office of Council Member for District 1 exists due to the recent election of Ms. Kandie D. Smith to the N.C. House of Representatives, District 8.

N.C. Gen. Stat. § 160A-63 provides that a vacancy that occurs in an elective office of a city shall be filled by appointment of the city council.

City Council is required to fill the vacancy. Council has a reasonable time to make the appointment.

The person chosen to fill the vacancy must be qualified to be elected and serve in the office. The person must be a resident of District 1 who is a registered voter and is at least 21 years of age.

Fiscal Note: There is no expense to the City associated with making the appointment.

Recommendation: City Council make the appointment of a person to fill the vacancy in the Office of Council Member for District 1, or in the alternative, establish a date when the appointment will be scheduled to occur.



City of Greenville, North Carolina

Meeting Date: 1/10/2019
Time: 6:00 PM

Title of Item: Appointments to Boards & Commissions

Explanation: **Abstract:** The City Council fills vacancies and makes appointments on the City's boards and commissions. Appointments are scheduled to be made to ten of the boards and commissions.

Explanation: City Council appointments need to be made to the Affordable Housing Loan Committee, Community Appearance Commission, Environmental Advisory Commission, Firefighters Relief Fund Committee, Greenville Bicycle and Pedestrian Commission, Historic Preservation Commission, Human Relations Council, Police Community Relations Committee, Redevelopment Commission, and the Youth Council.

Please note that Firefighters Relief Fund Committee members are not subject to the City's two-term limit. The City Council's representative serves at the pleasure of the City Council.

The City Council updated the Board and Commission Policy on October 9, 2017. A provision for extended vacancies was included:

Nominations for Extended Vacancies

In the event there is a vacancy on a City board or commission which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nominations and elections in Robert's Rules of Order.

Under this provision, the following seats are open to nominations from the City Council:

- Durk Tyson - Environmental Advisory Commission, Engineer Seat

- Maurice Whitehurst - Human Relations Council, Pitt Community College Seat
- Jermaine McNair, Police Community Relations Committee
- Leonard Naipaul, Police Community Relations Committee

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Affordable Housing Loan Committee, Community Appearance Commission, Environmental Advisory Commission, Firefighters Relief Fund Committee, Greenville Bicycle and Pedestrian Commission, Historic Preservation Commission, Human Relations Council, Police Community Relations Committee, Redevelopment Commission, and the Youth Council.

ATTACHMENTS:

☐ **Muni_Report_Appointments_to_Boards_and_Commissions_998631**

Appointments to Boards and Commissions

January 2019

Affordable Housing Loan Committee

Council Liaison: Council Member Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
David Campbell	2	First term	Eligible	January 2019

Community Appearance Commission

Council Liaison: Council Member Rick Smiley

Name	District #	Current Term	Reappointment Status	Expiration Date
Byron Aynes	4	Filling unexpired term	Resigned	April 2020

Environmental Advisory Commission

Council Liaison: Council Member Brian Meyerhoeffler, Jr.

Name	District #	Current Term	Reappointment Status	Expiration Date
Nathaniel Hamilton	5	Filling unexpired term	Resigned	April 2019
<i>(An educator of the natural or physical sciences, or physician)</i>				

Durk Tyson	4	Filling unexpired term	Resigned	April 2018
<i>(Professional Engineer)</i>				

Firefighters Relief Fund Committee

Council Liaison: n/a

Name	District #	Current Term	Reappointment Status	Expiration Date
William Franklin	4	First term	Eligible	Jan. 2019

Greenville Bicycle & Pedestrian Commission

Council Liaison: Council Member Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Chad Carwein	3	Filling unexpired term	Eligible	January 2019
Corina Jury	3	First term	Eligible	January 2019
Norris Smith	4	First term	Eligible	January 2019

Historic Preservation Commission

Council Liaison: Council Member William Litchfield

Name	District #	Current Term	Reappointment Status	Expiration Date
Jeremy Jordan	1	Filling unexpired term	Eligible	January 2019
Christopher Nunnally	3	Filling unexpired term	Resigned	January 2019
Scott S. Wells	5	Filling unexpired term	Eligible	January 2019

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Heena Shah	1	Second term	Ineligible	Sept. 2018
Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015

Police Community Relations Committee

Council Liaison: Council Member Rick Smiley

Name	District #	Current Term	Reappointment Status	Expiration Date
Jermaine McNair <i>(Mayor PJ Connelly)</i>	1	Second term	Ineligible	Oct. 2018

Leonard Naipaul 2 First term Resigned Oct. 2019
(Mayor Pro-Tem Rose Glover)

Redevelopment Commission

Council Liaison: Council Member Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Patricia Dunn <i>(Council Member Will Bell)</i>	3	Final term	Ineligible	Nov. 14, 2018

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	Current Term	Reappointment Status	Expiration Date
-------------	---------------------	-----------------------------	------------------------

5 spots open

***Seats that are open to nomination from the City Council are highlighted.**

Applicants for

Affordable Housing Loan Committee

None.

Applicants for Community Appearance Commission

Gregory Hemby
1410 W. 6th Street
Greenville, NC 27834

Application Date: 4/22/2018

Home Phone: (202) 412-4369

Business Phone:

Email: hembyg@gmail.com

District #: 1

Applicants for Environmental Advisory Commission

Orrin Allen Beasley
3601 Live Oak Lane
Greenville, NC 27858

District #: 5

Eric Hogue
2911 Tripp Lane
Greenville, NC 27834

District #: 1

Application Date: 12/8/2015

Home Phone: (252) 216-6099

Business Phone: (252) 216-6099

Email: oab0119@gmail.com

Application Date: 9/01/2017

Home Phone:

Business Phone: (252) 375-1445

Email: ericdhogue@gmail.com

Applicants for Firefighters Relief Fund Committee

None.

Applicants for Greenville Bicycle & Pedestrian Commission

None.

Applicants for Historic Preservation Commission

Jeremy Miller
2005B Coleman Dr.
Greenville, NC 27834

District #: 5

Charles Ogletree
2072 G Quail Ridge Road
Greenville, NC 27858

District #: 4

Application Date: 11/27/2018

Home Phone: (252) 751-3392
Business Phone: (252) 752-1100 x. 38219
Email: Jermiller12@gmail.com

Application Date: 8/24/2017

Home Phone: (252) 689-4771
Business Phone: (252) 796-7379
Email: cwounc1962@gmail.com

Applicants for Human Relations Council

Eric Hogue
2911 Tripp Lane
Greenville, NC 27834

District #: 1

Application Date: 9/01/2017

Home Phone:
Business Phone: (252) 375-1445
Email: ericdhogue@gmail.com

Alaric Martin
3195 Boardwalk Lane Apt. #9
Greenville, NC 27834

District #: 2

Application Date: 9/4/2018

Home Phone: (919) 924-1631
Business Phone:
Email: amartin@gmail.com

Travis Williams
3408 Evans Street Apt. E
Greenville, NC 27834

District #: 5

Application Date: 4/16/2017

Home Phone: (252) 412-4584
Business Phone:
Email: taft1986@yahoo.com

Keshia B. Williams
945 Spring Forest Rd.
Greenville, NC

District #: 4

Application Date: 4/24/2018

Home Phone: 252-558-3620
Business Phone:
Email: williak5@pitt.k12.nc.us

Stephanie Winfield
1103 Red Banks Road
Greenville, NC

District #: 4

Application Date: 7/14/2017

Home Phone:
Business Phone:
Email: ladona12@gmail.com

Applicants for Police Community Relations Committee

Alysa Aarup
705 Kensington Dr.
Greenville, NC 27858

District #: 5

Application Date: 11/20/2018

Home Phone: (252) 347-6393

Business Phone:

Email: alysa.aarup@gmail.com

Whitley Taylor Pollard
609 Elm Street
Greenville, NC 27858

District #: 3

Application Date: 7/14/2016

Home Phone: (252) 717-6764

Business Phone:

Email: pollardwhitely@gmail.com

Betsy Ray
111 Jamestown Rd.
Greenville, NC 27858

District #: 5

Application Date: 10/09/2018

Home Phone: (252) 714-8686

Business Phone:

Email: betsyray@greenvillenc.com

Michael E. Slocum
504 Bremerton Dr.
Greenville, NC 27858

District #: 5

Application Date: 12/11/2018

Home Phone: (252) 347-4589

Business Phone:

Email: mike@mikeslocum.com

Applicants for Redevelopment Commission

Anna L. Logemann
1105 Turtle Creek Road Unit G
Greenville, NC 27858

Application Date: 4/26/2017

District #: 4

Home Phone: (336) 624-6514
Business Phone:
Email: annlogemann85@gmail.com

Martin Tanski
117 Baker Street
Greenville, NC 27858

Application Date: 10/18/2018

District #: 3

Home Phone: (919) 368-2868
Business Phone: (252) 355-7006
Email: martin@overtongroup.net

Deryck Steven Wilson
1744 Beaumont Drive
Greenville, NC 27858

Application Date: 11/27/2017

District #: 4

Home Phone: (252) 714-5950
Business Phone: (252) 321-5200
Email: deryck.wilson@me.com

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 1/10/2019
Time: 6:00 PM

Title of Item: Ordinance to annex Savannah Place, Section 4, Phase 1 involving 4.928 acres located at the current terminus of Camille Drive

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Savannah Place, Section 4, Phase 1, involving 4.928 acres located at the current terminus of Camille Drive. The subject area is currently undeveloped and is anticipated to yield 12 single-family residences.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: December 31, 2018
2. City Council public hearing date: January 10, 2019
3. Effective date: June 30, 2019

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 4.928
4. Voting District: 2
5. Township: Winterville
6. Zoning: R9S (Residential-Single-family)

7. Land Use: Existing: Vacant
Anticipated: 12 single-family lots

8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	12 x 2.18*	26
Current Minority	-----	0
Estimated Minority at full development	26 x 43.4%	11
Current White	-----	0
Estimated White at full development	26 - 11	15

9. Rural Fire Tax District: Rural Winterville

10. Greenville Fire District: Station #5 (Distance of 4.0 miles)

11. Present Tax Value: \$61,600
Estimated Future Tax Value: \$2,947,200

Fiscal Note: The total estimated tax value at full development is \$2,947,200.

Recommendation: Approve the attached ordinance to annex Savannah Place, Section 4, Phase 1

ATTACHMENTS:

- ☐ **Ordinance - Savannah Pl Sect 4 Ph 1 1095741**
- ☐ **Survey**

ORDINANCE NO. 19-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 10th day of January, 2019, after due notice by publication in The Daily Reflector on the 31st day of December, 2018; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "Savannah Place, Section 4, Phase 1" involving 4.928 acres as prepared by Baldwin Design Consultants, PA.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located at the current terminus of Camille Drive.

GENERAL DESCRIPTION:

Beginning at a point on the northern right-of-way of Camille Drive said point being located at the southwestern corner of Lot 112, Savannah Place, Section 3 as recorded in Map Book 68 Page 113 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

With the northern right-of-way of Camille Drive, N 79°20'08" W 16.12' to a point at the northwestern terminus of Camille Drive, thence with the western terminus of Camille Drive, S 10°39'52" W 50.00' to a point at the southwestern terminus of Camille Drive, thence leaving the southwestern terminus of Camille Drive S 10°39'52" W 147.50', thence S 89°33'46" W 170.00', thence S 00°26'14" E 85.00', thence S 89°33'46" W 135.00', thence S 00°26'14" E 50.40', thence S 89°33'46" W 210.00', thence N 00°26'14" W 469.62', thence N 89°39'12" E 99.03', thence N 47°08'40" E 198.63', thence N 79°46'15" E 71.12', thence S 79°20'08" E 169.96', thence S 10°39'52" W 175.00' to the point of beginning containing 4.928 acres and being a portion of the property described in Map Book 60, Page 36 of the Pitt County Register of Deeds.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district two. The City Clerk, City Engineer,

representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district two.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2019.

ADOPTED this 10th day of January, 2019.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

I, Polly Jones, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal this ____th day of _____, 2019.

Notary Public

My Commission Expires: _____

1095741

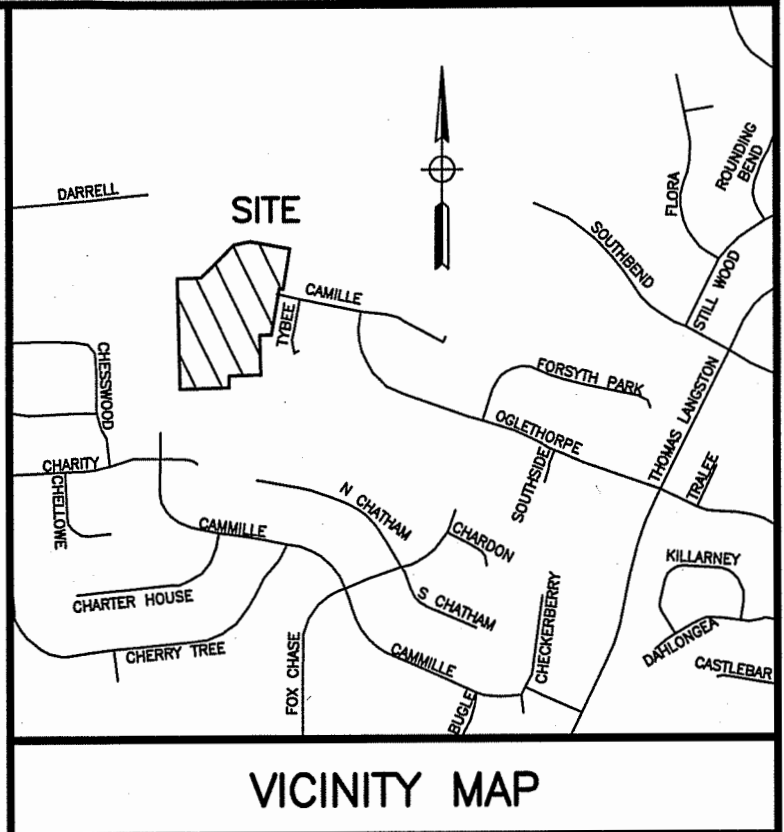
Y:\DRAWINGS\SAVANNAH PLACE\SEC 4\SHEETS\ANNEXATION.dwg Wed, Nov 28, 2018 - 3:16pm RWELLS

TRADE LAND COMPANY, LLC
DB 3289, PG 799
MB 60, PG 101

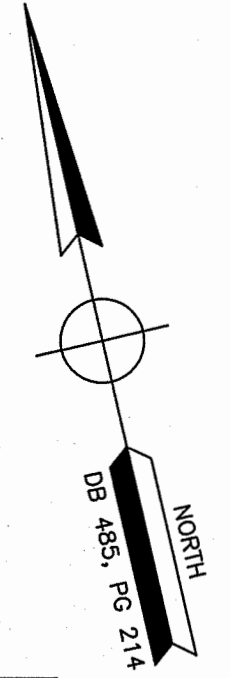
AMA HOLDINGS, LLC
DB 2849, PG 26
MB 14, PG 12

HOMES ON THE ANGE, INC.
DB 1586, PG 455

HOMES ON THE ANGE, INC.
DB 1586, PG 455



VICINITY MAP



LEGEND

R/W = RIGHT-OF-WAY
EIP = EXISTING IRON PIPE
SIP = SET IRON PIPE

LEGEND

NEW CITY LIMIT LINE =
OLD CITY LIMIT LINE =
CITY LIMIT LINE =

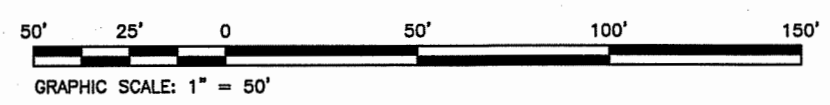
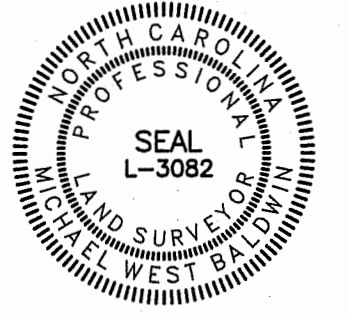
NOTES

1. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. REFERENCE: DEED BOOK 1586, PAGE 455 AND MAP BOOK 68, PAGE 113 OF THE PITT COUNTY REGISTER OF DEEDS.

CERTIFICATION

I, MICHAEL W. BALDWIN, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY BRAD WELLS THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000+ THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 17th DAY OF SEPTEMBER, 2018.
SIGNED:
REGISTRATION NO. L-3082



A PORTION OF TAX PARCEL #66255
ANNEXATION MAP FOR SAVANNAH PLACE SECTION 4, PHASE 1

OWNER: **HOMES ON THE ANGE, INC.**
ADDRESS: 226 COMMERCE STREET
GREENVILLE, NC 27858
PHONE: (252) 756-3500

 Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390	SURVEYED: BW	APPROVED: MWB
	DRAWN: NRW	DATE: 09/17/2018
	CHECKED: MWB	SCALE: 1" = 50'

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE
	LU-JI-MAR, LLC	60	36

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C
(EFFECTIVE DATE _____ ORDINANCE # _____ AREA 4.928 AC.)
_____ TOWNSHIP, PITT COUNTY, N.C.



City of Greenville, North Carolina

Meeting Date: 1/10/2019
Time: 6:00 PM

Title of Item: Ordinance to annex Langston West, Phase 11, Section 1 involving 11.1420 acres located at the current terminus of Birch Hollow Drive

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Langston West, Phase 11, Section 1 involving 11.1420 acres located at the current terminus of Birch Hollow Drive. The subject area is currently undeveloped and is anticipated to yield 27 single-family residences.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: December 31, 2018
2. City Council public hearing date: January 10, 2019
3. Effective date: June 30, 2019

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 11.1420
4. Voting District: 2
5. Township: Winterville
6. Zoning: RA20 (Residential-Agricultural)

7. Land Use: Existing: Vacant
Anticipated: 27 single-family lots

8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	27x 2.18*	59
Current Minority	-----	0
Estimated Minority at full development	59 x 43.4%	26
Current White	-----	0
Estimated White at full development	58 - 25	33

9. Rural Fire Tax District: Red Oak

10. Greenville Fire District: Station #5 (Distance of 3.5 miles)

11. Present Tax Value: \$278,550
Estimated Future Tax Value: \$8,286,300

Fiscal Note: The total estimated tax value at full development is \$8,286,300.

Recommendation: Approve the attached ordinance to annex Langston West, Phase 11, Section 1 involving 11.1420 acres

ATTACHMENTS:

- ❑ **Ordinance - Langston West Ph 11 Sect 1 1095743**
- ❑ **Survey**

ORDINANCE NO. 19-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 10th day of January, 2019, after due notice by publication in The Daily Reflector on the 31st day of December, 2018; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled “Langston West, Phase 11, Section 1” involving 11.1420 acres as prepared by Stroud Engineering, PA.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located at the current terminus of Birch Hollow Drive.

GENERAL DESCRIPTION:

Lying and being in Winterville Township, Pitt County, North Carolina, lying northwest of NCSR 1134 (Thomas Langston Road) and being bounded on the north by Bill Clark Homes of Greenville, LLC (Deed Book 3636, Page 459), on the east by the following: Langston West, Sections 8 & 9 (Map Book 81, Page 144), Langston West, Section 6 (Map Book 78, Page 79), Langston West, Section 7 (Map Book 80, Page 141), on the south by Pitt County (Deed Book 2281, Page 34 and Map Book 69, Page 119 and on the west by AMA Holdings, LLC (Deed Book 2849, Page 26 and Map Book 14, Page 12) all of the Pitt County Registry.

Thence beginning at an existing iron pipe found on the northern right-of-way of Birch Hollow Drive, the southwest corner of Lot 343, Langston West, Section 6 (Map Book 78, Page 79), said existing iron pipe also shown on Map Book 82, Page 46 of the Pitt County Registry, the True Point of Beginning. Thence from the True Point of Beginning, leaving the northern right-of-way of Birch Hollow Drive and following the western boundary of the Langston West property the following calls: S 25°13'22" W a distance of 1.60 feet, thence S 20°08'34" W a distance of 169.40 feet, thence S 17°36'56" W a distance of 111.80 feet, thence S 03°53'12" W a distance of 153.94 feet, thence S 04°25'31" E a distance of 285.60 feet to a point in the western line of Lot 256, Langston West, Section 7 (Map Book 80, Page 141), the northeast corner of the Pitt County property as shown

in Map Book 69, Page 119, thence leaving the western line of Langston West and following the northern line of the Pitt County property N 67°33'21" W a distance of 718.73 feet to an existing iron pipe as shown in Map Book 82, Page 46, thence N 13°53'42" W a distance of 294.53 feet to a new iron stake set in a ditch, a corner to AMA Holdings, LLC (Deed Book 2849, Page 26), thence along the eastern line of AMA Holdings, LLC N 13°21'51" E a distance of 218.63 feet to a point, thence leaving the eastern boundary of AMA Holdings, LLC and following a new annexation boundary through the lands of Bill Clark Homes of Greenville, LLC the following calls: S 76°39'12" E a distance of 148.16 feet, thence N 13°20'48" E a distance of 19.16 feet, thence S 76°39'12" E a distance of 215.05 feet, thence N 24°45'52" E a distance of 163.23 feet, thence N 45°11'22" E a distance of 73.57 feet, thence S 81°01'22" E a distance of 88.29 feet, thence S 83°32'08" E a distance of 276.14 feet to a point in the western line of Lot 331, Langston West, Sections 8 & 9 (Map Book 81, Page 144), thence along the western boundary of the Langston West property S 25°13'22" W a distance of 174.26 feet to the True Point of Beginning. The above described parcel is a portion of Parcel Number 84392 as filed with the Pitt County Tax Assessor's Office and contains 11.1420 Acres.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district two. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district two.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2019.

ADOPTED this 10th day of January, 2019.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

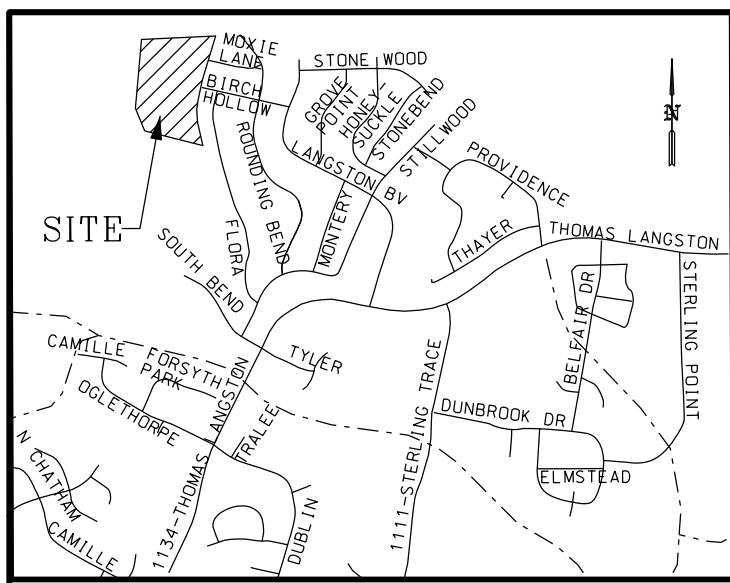
I, Polly Jones, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal this ____th day of _____, 2019.

Notary Public

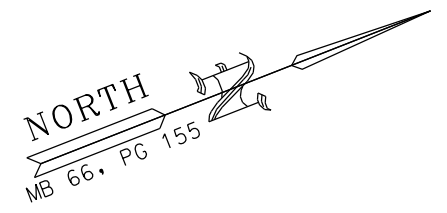
My Commission Expires: _____

1095743



VICINITY MAP
SCALE: 1"=1000'

PN 23627
AMA HOLDINGS, LLC
MB 14, PG 12
DB 2849, PG 26



PN 84392
BILL CLARK HOMES
OF GREENVILLE, LLC
MB 82, PG 46
DB 3636, PG 459

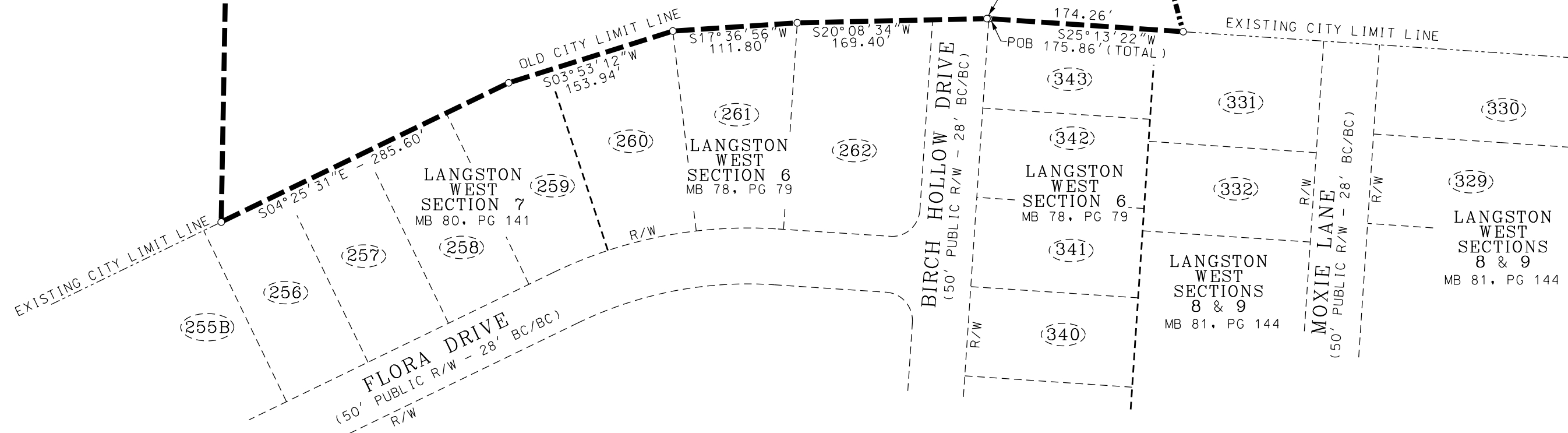
PN 74002
(1)
PITT COUNTY
DB 2281, PG 34

SOUTHWEST ELEMENTARY SCHOOL
MB 69, PG 119

11.1420 ACRES

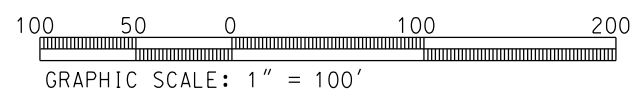
LEGEND:

- NEW CITY LIMIT LINE
- OLD CITY LIMIT LINE
- EXISTING CITY LIMIT LINE
- POB - POINT OF BEGINNING



I, _____ CERTIFY THAT THIS MAP IS OF A SURVEY OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

PROFESSIONAL LAND SURVEYOR



A PORTION OF PARCEL NO. 84392
REFERENCE: A PORTION OF DEED BOOK 3636, PAGE 459
AND MAP BOOK 82, PAGE 46

FOR REVIEW ONLY

I, _____, CERTIFY THAT THIS MAP WAS DRAWN BY _____ UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY _____; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, _____.

SIGNED _____
PROFESSIONAL LAND SURVEYOR L- _____

NORTH CAROLINA, _____ COUNTY
I, _____, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT _____, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

LANGSTON WEST, PHASE 11, SECTION 1 WINTERVILLE TWP., PITT COUNTY, NORTH CAROLINA							
BILL CLARK HOMES OF GREENVILLE, LLC 200 E. ARLINGTON BLVD. GREENVILLE, NC 27858 (252) 355-9805							
STROUD ENGINEERING, P.A. LICENSE NO. C-0647 107-B COMMERCE ST. GREENVILLE, NC 27858 (252) 756-9352	<table border="1"> <tr> <td>SURVEYED: N/A</td> <td>APPROVED: DTB</td> </tr> <tr> <td>DRAWN: DM</td> <td>DATE: 11-12-18</td> </tr> <tr> <td>CHECKED: DTB</td> <td>SCALE: 1" = 100'</td> </tr> </table>	SURVEYED: N/A	APPROVED: DTB	DRAWN: DM	DATE: 11-12-18	CHECKED: DTB	SCALE: 1" = 100'
SURVEYED: N/A	APPROVED: DTB						
DRAWN: DM	DATE: 11-12-18						
CHECKED: DTB	SCALE: 1" = 100'						

MAP NO.	MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY		
THE CITY OF GREENVILLE		
DATE	ORDINANCE NO.	11.1420 ACRES AREA



City of Greenville, North Carolina

Meeting Date: 1/10/2019
Time: 6:00 PM

Title of Item:

Ordinance requested by Kenneth and Christine Lloyd, Sr. to rezone 0.3416 acres located along the eastern right-of-way of Watauga Avenue and 130+/- feet south of Farmville Boulevard from R6 (Residential [High Density Multi-family]) to CH (Heavy Commercial)

Explanation:

Abstract: The City has received a request from Kenneth and Christine Lloyd, Sr. to rezone 0.3416 acres located along the eastern right-of-way of Watauga Avenue and 130+/- feet south of Farmville Boulevard from R6 (Residential [High Density Multi-family]) to CH (Heavy Commercial).

** This item was continued from the December 13, 2018 City Council meeting.

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on November 6, 2018.

On-site sign(s) posted on November 6, 2018.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on December 21, 2018.

Public hearing legal advertisement published on December 31, 2018 and January 7, 2019.

Comprehensive Plan:

The Future Land Use and Character Map recommends commercial at the southeastern corner of the intersection of Farmville Boulevard and Watauga Avenue transitioning to mixed use along the right-of-way of Farmville Boulevard to West 14th Avenue. Uptown Neighborhood is recommended for the area south of Farmville Boulevard and bounded by Paris Avenue, Myrtle Street, and Line Avenue.

Commercial

-

Primarily community- and regional-scale commercial development situated near and along major roadway corridors. Existing development is characterized by buildings set back from streets behind surface parking. That existing pattern should evolve to become more walkable with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Mixed Use

Small-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Mixed use buildings are located close together and near the street. Buildings tend to be smaller than mixed use, high intensity (MUHI), supporting primarily locally-oriented uses and serving as a transition in intensity to nearby neighborhoods.

Intent:

- Vertical mixed use buildings (residential or office above commercial) as well as various single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety
- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

Uptown Neighborhood

Uptown neighborhood is a primarily residential area surrounding the uptown core and uptown edge. It features a grid street pattern and mix of residential building types on small lots, with some commercial, office and civic uses.

Intent:

- Improve/maintain streetscape features such as consistent sidewalks, street trees, and lighting
- Introduce neighborhood-scale commercial centers at key intersections
- Address blight/property maintenance
- Address historic preservation efforts

Primary uses:

Single-family residential

Two-family residential

Secondary uses:

Multi-family residential

Commercial (neighborhood scale)

Institutional/civic (neighborhood scale)

The subject property is located in the West Greenville Revitalization Area (2005).

Thoroughfare/Traffic Report Summary (PWD - Engineering Division):

Due to the size of the tract, it is undevelopable. Therefore, a traffic volume report was not generated.

During the review process, measures to mitigate the traffic will be determined.

History/Background:

In 1969, the property was zoned to its current zoning.

Existing Land Uses:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects are on the designated properties.

Environmental Conditions/Constraints:

The property is located in the Harris Mill Run / Schoolhouse Branch Watershed. Since the property is less than 0.5 acres, stormwater rules will not apply. If stormwater rules apply, 10-year detention would be required. Since it is located in the West Greenville Revitalization Area, it is exempt from water quality requirements.

Surrounding Land Uses and Zoning:

North: CH - One (1) vacant lot (under common ownership of the applicant)
South: R6 - One (1) vacant lot (under common ownership of the applicant)
East: R6 - One (1) single-family residence and one (1) vacant lot (under common ownership of the applicant)
West: R6 - One (1) single-family residence and one (1) vacant lot

Density Estimates:

Under the current zoning, the site could accommodate two single-family lots.

Due to the size of the tract, it is undevelopable but staff would anticipate the tract to be incorporated into the CH-zoned tracts to the north when they are developed.

The anticipated build-out is within 1-2 years.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted (6:2) to approve the request at its November 20, 2018 meeting.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

ATTACHMENTS:

- ❑ **Ordinance_-Kenneth_and_Christine_Lloyd_1089210**
- ❑ **Minutes_-Kenneth_Lloyd_revised_1094521**
- ❑ **Minutes_-Kenneth_and_Christine_Lloyd_1088223**
- ❑ **Attachments**

ORDINANCE NO. 19-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 10th day of January, 2019, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Preferred Growth Area;

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1. That the following described territory is rezoned from R6 (Residential) to CH (Heavy Commercial).

TO WIT: Kenneth M. Lloyd, Sr. and Christine Lloyd

LOCATION: Located along the eastern right-of-way of Watauga Avenue and 130+/- feet south of Farmville Boulevard.

DESCRIPTION: Being those certain lots or parcels of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina, being bounded on the north by the properties of Kenneth M. Lloyd, Sr. and Christine Lloyd, on the east by the property of Sheila Moore and the property of Kenneth M. Lloyd, Sr. and Christine Lloyd, on the south by the property of Kenneth M. Lloyd, Sr. and Christine Lloyd, on the west by Watauga Avenue and being more particularly described as follows:

Commencing at NC Geodetic Survey Monument "Greenville" having NC grid coordinates of N=207864.207 meters and E=755397.423 meters (NAD83(2001)); thence S 71°37'33"W 755.64 feet to NC Geodetic Survey Monument "Lupton" having NC grid coordinates of N=207791.646 meters and E=755178.969 meters (NAD83(2001)); thence S 21°00'55"E 1816.31 feet to an existing P.K. nail on the south right-of-way line of Farmville Boulevard; thence with the south right-of-way line of Farmville Boulevard S 10°53'45"W 31.79 feet to an "X" chiseled in concrete on the east right-of-way line of Line Avenue; thence with said east right-of-way line of Line Avenue S 47°58'11"W 29.99 feet to an "X" chiseled in concrete on the northeast right-of-way line of Watauga Avenue; thence with the northeast right-of-way line of Watauga Avenue S 35°24'20"E 156.97 feet to an existing iron pipe located at the south corner of the property of Kenneth M. Lloyd, Sr. and Christine Lloyd as described in Deed Book 2686, Page 109 of the Pitt County Registry having NC grid coordinates of N=207220.284 meters and E=755396.578 meters (NAD83(2001)) and being the POINT OF BEGINNING; thence from said beginning point so established along the southeast line of said Lloyd property N 54°16'09"E 149.36 feet to an existing iron pipe at the western corner of the property of Sheila Moore as described in Deed Book 1893, Page 47 of the Pitt County Registry; thence with said Moore southwest line S 35°39'44"E 74.41 feet to an iron pipe set at the Moore southern corner common with the western most corner of the property of Kenneth M. Lloyd, Sr. and Christine Lloyd as described in Deed Book 3241, Page 413 of the Pitt County Registry; thence with said Lloyd southwest property line S 35°39'44"E 25.24 feet to an iron pipe set at the northern most corner of another property owned by Kenneth M. Lloyd, Sr. and Christine Lloyd as described in Deed Book 3262, Page 672 of the Pitt County Registry; thence with said Lloyd northwest property line S 54°27'35"W 149.97 feet to an iron pipe set on the northeast right-of-way line of Watauga Avenue; thence with the northeast right-of-way line of Watauga Avenue N 35°30'23"W 50.57 feet to an existing iron pipe; thence N 63°25'53"E 0.25 feet to a point on the northeast right-of-way line of Watauga Avenue as shown on NCDOT Highway plans for project number U-3315; thence with said northeast right-of-way line of Watauga Avenue as shown on the aforementioned NCDOT highway plans N 35°24'20"W 48.62 feet to the POINT OF BEGINNING containing 0.3416 acre and being Lots 5 and 6, Block Q of that subdivision entitled "Map Showing Property of E.B.-J.W. And J.S. Higgs" as recorded at Map Book 2, Page 180 of the Pitt County Registry.

All distances in this description are horizontal field distances, no grid factor applied; the NC grid factor used for grid coordinate calculations is 0.99989431.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That the Director of Community Development is directed to amend the Future Land Use and Character Map of the City of Greenville in accordance with this ordinance.

Section 4. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 10th day of January, 2019.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

1089210

Excerpt from the adopted Planning & Zoning Commission Minutes (11/20/2018)

ORDINANCE REQUESTED BY KENNETH AND CHRISTINE LLOYD, SR. TO REZONE 0.3416 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF WATAUGA AVENUE AND 130+/- FEET SOUTH OF FARMVILLE BOULEVARD FROM R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CH (HEAVY COMMERCIAL) - APPROVED

Ms. Gooby explained that this request was originally recommended for denial (6:2) by the Planning and Zoning Commission on July 17, 2018. Since the applicant has revised the request, the Commission needs to re-consider the request prior to City Council consideration. She delineated the property. The rezoning has been reduced from the original 1.2 acres to 0.3 acres. The property is located in the West Greenville Revitalization area but was not included in any of the action areas. It is currently vacant and there is only one single-family home on the block. This area has mainly single-family homes and churches with a few vacant lots. An increase in traffic isn't anticipated due to small size of the lot. The property is adjacent to CH-zoned property that is under common ownership of the applicant. Staff would anticipate that the properties would be combine and developed at the same time as the CH-zoned properties. The Future Land Use and Character Map recommends commercial at the corner of Watauga Avenue and Farmville Boulevard then transitioning to mixed use to the east. To the south, uptown neighborhood is recommended. In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan the Future Land Use and Character Map. Staff recommends approval.

Mr. Schrade asked if the house on the adjacent property is owned by the applicant.

Ms. Gooby replied no.

Mr. Schrade asked if the home is currently occupied.

Ms. Gooby replied yes.

Mr. Overton opened the public hearing.

Mr. Steve Spruill, Spruill and Associates, spoke in favor, on behalf of the applicant. The owner reduced the request from 7 parcels to 2 parcels to bring it in compliance with the Future Land Use and Character Map. Ms. Moore and Mr. Lenon Jenkins are the other property owners in this block. There have been meetings between the applicant and some of the surrounding property owners to share that Mr. Lloyd wants to build something positive for the neighborhood.

Mr. Schrade asked if the other lots were vacant.

Mr. Spruill replied that all of the lots except Ms. Moore's was vacant.

Mr. Kenneth Lloyd, Sr., spoke on in favor, on behalf of his application. He stated that he has hired Mr. Newkirk Dewitt to build something nice on the property and that he wouldn't put anything there that will bring down the neighborhood.

Mr. Dewitt, spoke in favor, stated that he will develop the property in a way to add to the neighborhood and uplift it.

Mr. Rufus Huggins, spoke in opposition, stated that he was speaking on behalf of the five (5) churches in the neighborhood. The area is an old and beautiful neighborhood with a mix of owners, renters and churches. Crime was very high when there were commercial properties in the area and this request would be a continuation of that past. We would like home ownership in the Higgs neighborhood. Any commercial property put there will destroy that neighborhood. The Higgs Neighborhood Association was the first in Greenville and was highlighted in The Daily Reflector. We are interested in the integrity of the neighborhood and its safety. This request doesn't align with the health and safety guidelines. The churches that I represent wanted me to relay that we support growth in the area but not at the expense of the neighborhood.

Ms. Moore, spoke in opposition, is the lone property owner living on this block. No one has attempted to speak with her. Whatever they choose to put there will increase traffic. My home was built in 1979 and when the convenience store was on the corner there was a lot crime. It took us a while but we did clean it up. I understand what the owner is saying but I do want anything commercial there. With the Tenth Street Connector I don't see the need to put anything there that will increase traffic and bring undesirables to the area.

Mr. Joyner asked how long it has been since the other house were there.

Ms. Moore replied that the house next to her has been gone about two years, the corner lot was never developed, and the houses in front of me were purchased by the Tenth Street Connector and they also purchased the ones along Farmville Boulevard.

Mr. Spruill, spoke in favor, in rebuttal, said that corner of the block is already zoned commercial and will eventually be developed. This rezoning will give my client flexibility in developing the lots. As it stands any business will have a hard time with parking because of the drainage and easement restrictions.

Mr. Overton asked if the rights-of-way shown on the map are correct.

Mr. Spruill replied yes.

Mr. Overton asked how much of the property is useable.

Mr. Spruill said about six tenths of an acre.

Mr. Huggins, spoke in opposition, in rebuttal, said that the fact that the young lady that lives there is against it should be enough to vote "no" on the request. Think about factors like crime and traffic that will change the neighborhood and our efforts to put homes there. We have homes being built in the area now and we are working with Housing Authority and the partnership with the city. We know homes can be done there but in my eyes they are looking at profit and not what is best for the neighborhood. I ask that you vote it down.

Mr. Wilson asked if a convenience store was permitted.

Ms. Gooby replied that the proposed zoning would allow a convenience store, but it would still have to meet the required parking, vegetation, and setbacks.

Mr. Schrade stated it was strange that Ms. Moore was not contacted by the applicant because she is the lone property owner on that block.

Mr. Spruill replied that Ms. Moore's property will have vegetation and a fence to help shield the commercial.

Mr. Wilson asked Ms. Gooby about the size reduction of the request and how it now helps the applicant conform to the Future Land Use Character Map.

Ms. Gooby said that since the acreage was reduced there is less commercial intruding into residential neighborhood. This change is less impactful than the original request

Mr. Overton closed the public meeting.

Motion made by Mr. Collins, seconded by Mr. Maxwell, to recommend denial of the proposed amendment, to advise that, although the proposed amendment is consistent with the comprehensive plan, there is a more appropriate zoning classification, and to adopt the staff report which addresses plan consistency and other matters. Voting in favor: Collins and Maxwell. Voting in opposition: Wilson, Joyner, King, Faison, Schrade and West. Motion failed.

Motion made by Mr. West, seconded by Mr. King, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Voting in favor: Wilson, Joyner, King, West, Schrade, and Faison. Voting in opposition: Maxwell and Collins. Motion passed.

Excerpt from the adopted Planning & Zoning Commission Minutes (09/18/2018)

ORDINANCE REQUESTED BY KENNETH AND CHRISTINE LLOYD, SR. TO REZONE 1.2870 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF WATAUGA AVENUE AND 130+/- FEET SOUTH OF FARMVILLE BOULEVARD FROM R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CH (HEAVY COMMERCIAL) - DENIED

Ms. Gooby delineated the property. This request consists of 7 vacant parcels. There are two churches to the south, single-family residences and clusters of duplexes. There are vacant lots, too. This rezoning could generate a net increase of 1,385 trips per day. However, the grid street pattern will help with dispersing traffic in multiple directions. There are city- and DOT-owned properties in the vicinity. Since the property is located in the Greenville Revitalization area, the property is exempt from water quality buffer requirements. The property is zoned for residential. Under the commercial zoning, the site could accommodate 11,150 square feet of commercial space (2,000 sq. ft. restaurant with drive-thru, 2,050 sq. ft. restaurant [no drive-thru] 3,000 personal services, and 4,100 sq. ft. retail. The Future Land Use and Character Map recommends commercial at the corner of Farmville Boulevard and Watauga Avenue and mixed along the frontage of Farmville Boulevard. Uptown neighborhood is recommended to the south. It is described as a residential area with a grid street pattern with neighbor-scale commercial at key intersections. The primary uses are single-family and duplex development. In staff's opinion, the request is not in compliance with Horizons 2026: Greenville's Community Plan the Future Land Use and Character Map. Therefore, staff recommends denial due to the commercial zoning encroaching into the residential neighborhood and the amount of commercial is beyond the neighborhood scale.

Mr. Faison asked if staff met with the applicant about concerns with the request.

Ms. Gooby stated staff met with Mr. Spruill, Mr. Lloyd representative, concerning the amount of commercial that was requested and there were concerns about intrusion of commercial into the residential neighborhood.

Mr. Overton opened the public hearing.

Mr. Steve Spruill, Spruill & Associates, spoke in favor, representing the applicant. This rezoning would result in a more developable lot that would be added to the existing commercial property, which is 0.65 acres. The current commercial lot is owned by the applicant and is too small for development other than a convenience store.

Kenneth Lloyd, Sr., applicant, spoke in favor. The current amount of commercial property is too small to be developed except as a convenience store. It's less than an acre in size. He doesn't want to build a convenience store on the property. There was a convenience store before at this intersection and it was a problem. He bought the properties included in the rezoning in order to put something there that would be a positive for the community. He bought and removed the single-family homes because they were not fit for habitation.

Mr. Maxwell asked if Mr. Lloyd consulted with staff on the rezoning.

Mr. Lloyd stated there was originally a building on the corner that he renovated but was torn down as part of the 10th Street Connector project and that he lost some of his land too. That is why he purchased more property and is asking to rezone it to commercial to add to what property was left.

Mr. Robinson asked if he was compensated by DOT.

Mr. Lloyd stated yes.

Frank Morgan, 410 Manhattan Avenue, spoke in opposition. He is a longtime resident and there will be a lot of traffic from this request. He wants the property to remain residential.

Sheila Moore, 509 Manhattan Avenue, owns the remaining single-family home on the block, spoke in opposition. The neighborhood has been impacted by the 10th Street Connector project and the neighborhood has started to turnaround. A convenience store has already been there and it was trouble. Mr. Lloyd did tear down one of the houses that was in bad shape. This rezoning would not benefit the neighborhood.

Mr. Milton Riles, 504 Manhattan Avenue, bought his home many years ago. Commercial shouldn't be that far in the neighborhood.

Mr. Maxwell is concerned about the commercial encroaching into the residential neighborhood.

Mr. Faison doesn't understand why the applicant didn't choose another zoning option.

Mr. Overton closed the public hearing.

Motion made by Mr. King, seconded by Mr. Robinson, to recommend denial of the proposed amendment to advise that it is not consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

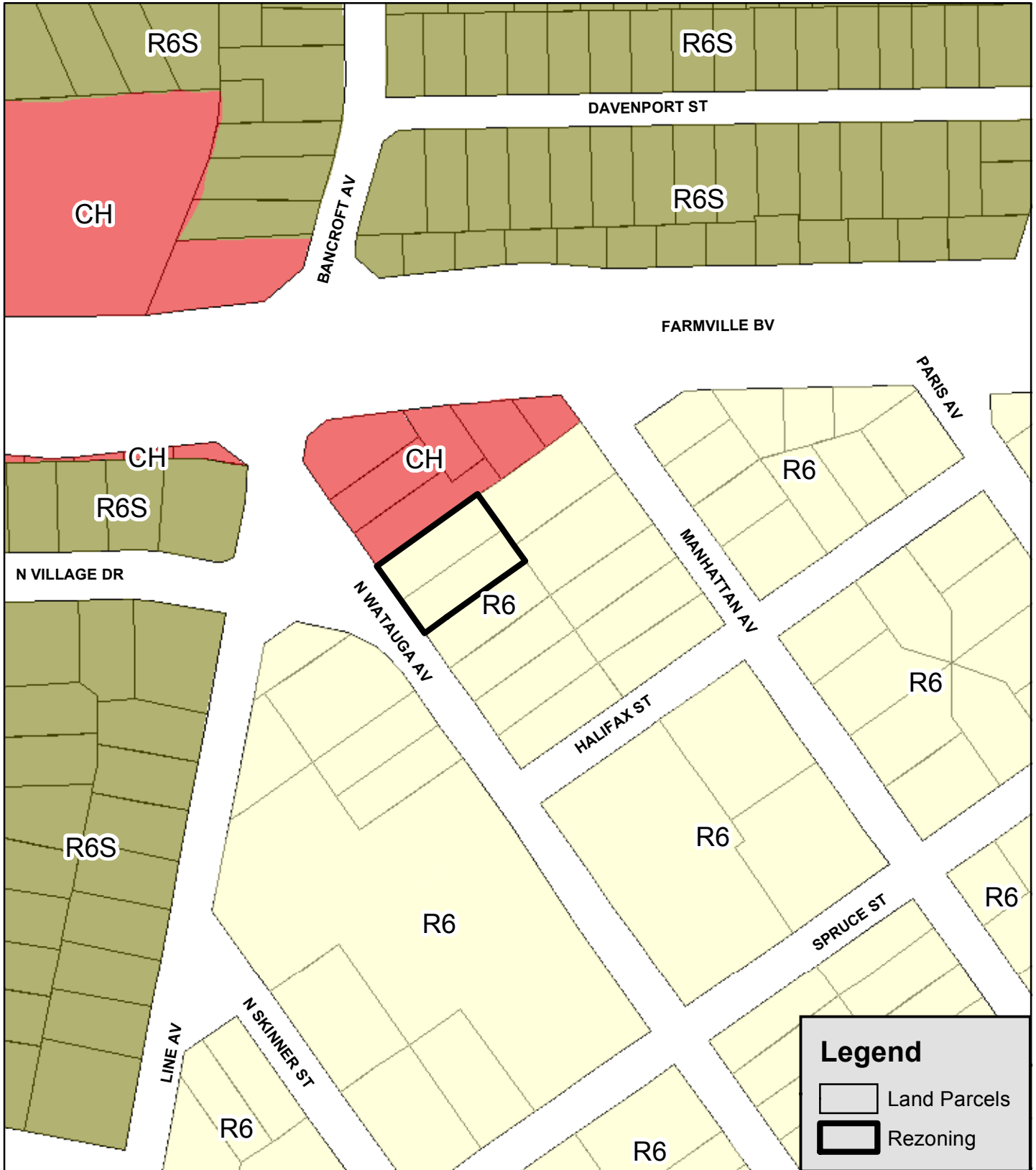
Kenneth and Christine Lloyd, Sr.

Acres: 0.3416

From: R6

To: CH

December 19, 2018



Kenneth and Christine Lloyd, Sr.

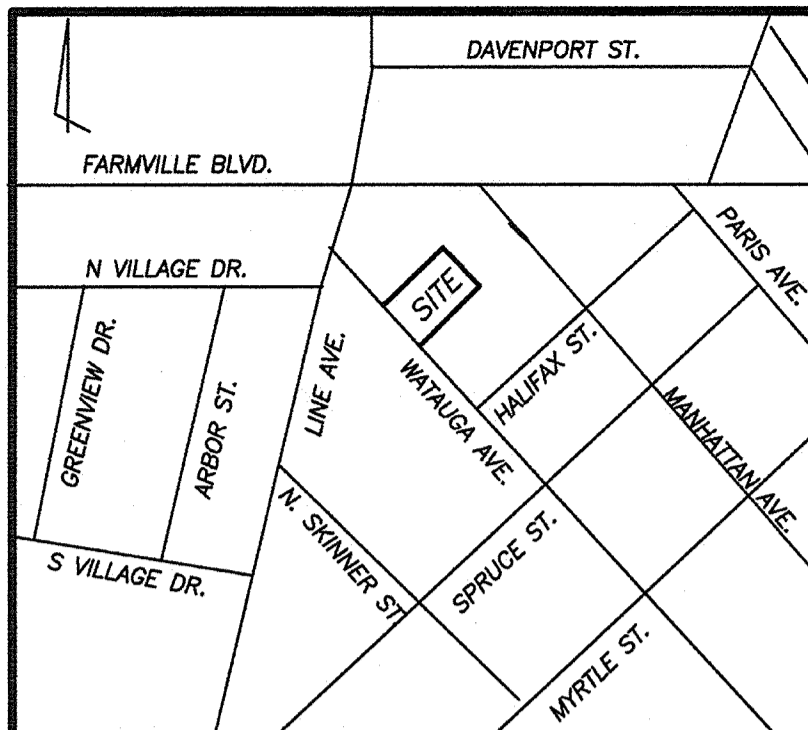
Acres: 0.3416

From: R6

To: CH

December 19, 2018





VICINITY MAP
N.T.S.

LEGEND

- EXISTING IRON PIPE (EIP)
- IRON PIPE SET
- NO POINT SET
- ⊗ EXISTING P.K. NAIL
- ⊗ "X" CHISELED IN CONCRETE
- △ NCGS MONUMENT
- 01234 TAX PARCEL NUMBER
- R6 ZONING DESIGNATION
- R/W RIGHT OF WAY

CHARLES H. CHERRY
ESTATE FILE: 77-682
02661
R6S

SUBJECT PROPERTY DEED REFERENCES

TAX PARCEL NO.	DEED SOURCE OF TITLE	DEED TO NCDOT FOR EASEMENTS OR RIGHT OF WAY
15718	D.B. 3358, P. 853	D.B. 3144, P. 97
05241	D.B. 3262, P. 672	D.B. 3068, P. 597

TOTAL AREA: 0.3416 AC.

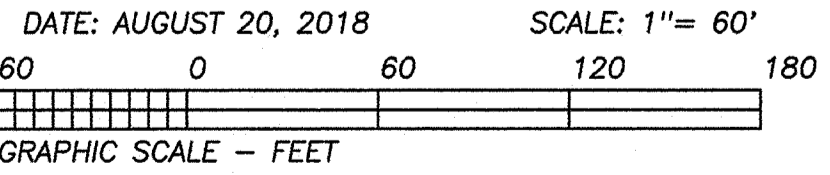
**CURRENT ZONING: R6
PROPOSED ZONING: CH**

REVISED
REZONING REQUEST SURVEY FOR
KENNETH M. LLOYD, SR.

AND WIFE
CHRISTINE LLOYD

LOTS 5 & 6, BLOCK Q
E.B.-J.W. AND J.S. HIGGS SUBDIVISION

CITY OF GREENVILLE
GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA



Spruill & Associates Inc.

2747 East Tenth Street
Greenville, North Carolina 27858
(252) 757-1200
spruill@coastalnet.com

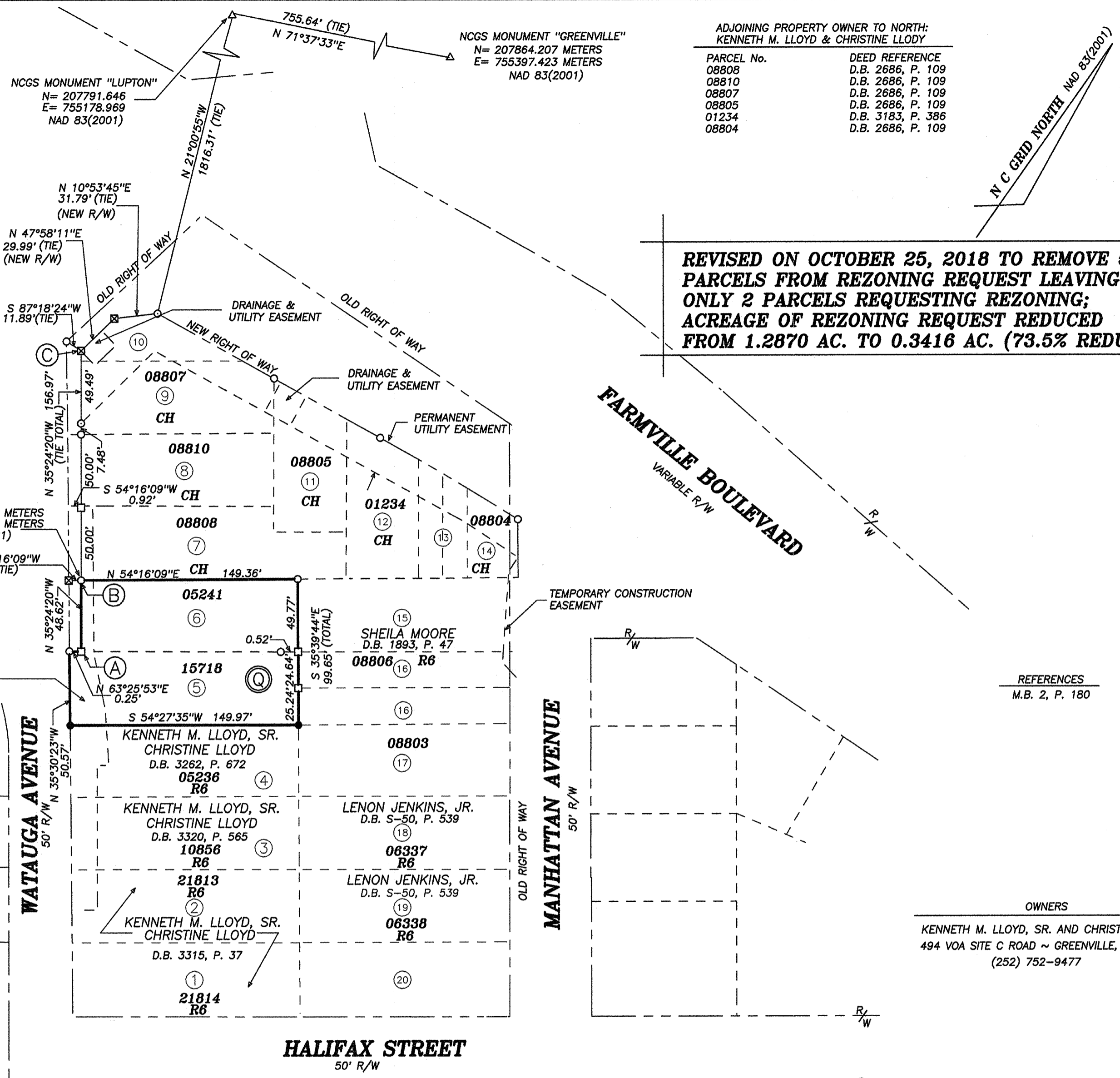


Firm No.
C-978

STATE OF NORTH CAROLINA, PITT COUNTY

I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:21,265; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 25 DAY OF OCTOBER 2018

Stephen N. Spruill
STEPHEN N. SPRUILL L-2723



REVISED ON OCTOBER 25, 2018 TO REMOVE 5 OF 7 PARCELS FROM REZONING REQUEST LEAVING ONLY 2 PARCELS REQUESTING REZONING; ACREAGE OF REZONING REQUEST REDUCED FROM 1.2870 AC. TO 0.3416 AC. (73.5% REDUCTION)

ADJOINING PROPERTY OWNER TO NORTH:
KENNETH M. LLOYD & CHRISTINE LLOYD

PARCEL No.	DEED REFERENCE
08808	D.B. 2686, P. 109
08810	D.B. 2686, P. 109
08807	D.B. 2686, P. 109
08805	D.B. 2686, P. 109
01234	D.B. 3183, P. 386
08804	D.B. 2686, P. 109

REFERENCES
M.B. 2, P. 180

OWNERS
KENNETH M. LLOYD, SR. AND CHRISTINE LLOYD
494 VOA SITE C ROAD ~ GREENVILLE, NC 27834
(252) 752-9477

NOTES

- THIS IS A REZONING REQUEST SURVEY OF PITT COUNTY TAX PARCELS 05241 AND 15718
- AS PER FEMA FLOOD INSURANCE RATE MAPS 3720467700J AND 372467800J, BOTH DATED JANUARY 2, 2004, THESE PROPERTIES ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA; LOCATED IN ZONE X UNSHADED
- ALL DISTANCES ARE HORIZONTAL FIELD DISTANCES; NO GRID FACTOR APPLIED; THE NC GRID FACTOR USED FOR GRID COORDINATE CALCULATIONS IS 0.99989431
- LINES FROM A-B-C ARE THE RIGHT OF WAY LINES OF WATAUGA AVENUE AS SHOWN ON NCDOT ROADWAY PLANS FOR PROJECT No. U-3315; NO RIGHT OF WAY AGREEMENT OF RECORD FOUND FOR THIS PORTION OF WATAUGA AV.

100.20R2R

100.20R2R

EXISTING ZONING

R6 (RESIDENTIAL) - PERMITTED USES

(1) General	
	a. Accessory use or building
	c. On-premise signs per Article N
(2) Residential	
	a. Single-family dwelling
	b. Two-family attached dwelling (duplex)
	b(1). Master Plan Community per Article J
	c. Multi-family development per Article I
	f. Residential cluster development per Article M
	k. Family care homes (see also 9-4-103)
	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
	o. Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
R6 (RESIDENTIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
	d. Land use intensity multi-family (LUI) development rating 50 per Article K
	e. Land use intensity multi-family (LUI) development rating 67 per Article K
	l. Group care facility
	n. Retirement center or home
	o(1). Nursing, convalescent or maternity home; minor care facility
	p. Board or rooming house
	r. Fraternity or sorority house
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	b. Home occupation; barber and beauty shop

	c. Home occupation; manicure, pedicure or facial salon
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
	a. Child day care facilities
	b. Adult day care facilities
	d. Cemetery
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
	m. Multi-purpose center
	t. Guest house for a college or other institution of higher learning
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
PROPOSED ZONING	
CH (HEAVY COMMERCIAL) - PERMITTED USES	
(1) General	
	a. Accessory use or building
	b. Internal service facilities
	c. On-premise signs per Article N
	d. Off-premise signs per Article N
	e. Temporary uses; of listed district uses
	f. Retail sales; incidental
	g. Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
	a. Public utility building or use
	b. City of Greenville municipal government building or use (see also section 9-4-103)
	c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
	d. Federal government building or use
	e. County government operation center
	g. Liquor store, state ABC

(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
b.	Greenhouse or plant nursery; including accessory sales
d.	Farmers market
e.	Kennel (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
b.	Golf course; par three
c.	Golf driving range
c(1).	Tennis club; indoor and outdoor facilities
e.	Miniature golf or putt-putt course
f.	Public park or recreational facility
h.	Commercial recreation; indoor only, not otherwise listed
i.	Commercial recreation; indoor and outdoor, not otherwise listed
j.	Bowling alley
m(1).	Dining and entertainment establishment (see also section 9-4-103)
n.	Theater; movie or drama, indoor only
o.	Theater; movie or drama, including outdoor facilities
q.	Circus, carnival, or fair, temporary only (see also section 9-4-103)
s.	Athletic club; indoor only
t.	Athletic club; indoor and outdoor facilities
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
g.	Catalogue processing center
(8) Services	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
n.	Auditorium
o.	Church or place of worship (see also section 9-4-103)
q.	Museum
r.	Art gallery
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
u.	Art studio including art and supply sales
v.	Photography studio including photo and supply sales
y.	TV and/or radio broadcast facilities, including receiving and transmission equipment and

z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
bb.	Civic organizations
cc.	Trade or business organizations
hh.	Exercise and weight loss studio; indoor only
kk.	Launderette; household users
ll.	Dry cleaners; household users
mm.	Commercial laundries; linen supply
oo.	Clothes alteration or shoe repair shop
pp.	Automobile wash
(9) Repair	
b.	Minor repair; as an accessory or principal use
c.	Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
d.	Upholsterer; furniture
f.	Appliance; household and office equipment repair
g.	Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
o.	Appliance; household, commercial or industrial use, sales and accessory repair, including outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service

cc.	Farm supply and commercial implement sales
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
a.	Wholesale; durable and nondurable goods, not otherwise listed
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
e.	Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
f.	Automobiles, truck, recreational vehicle, motorcycles and boats sales and services (see also major and minor repair)
g.	Mobile home sales including accessory mobile home office
(12) Construction	
b.	Licensed contractor; general electrical, plumbing, mechanical, etc... including outside storage
c.	Construction office; temporary, including modular office (see also section 9-4-103)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
(13) Transportation	
c.	Taxi or limousine service
e.	Parcel delivery service
f.	Ambulance service
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
a.	Ice plant and freezer lockers
b.	Dairy; production, storage, and shipment facilities
c.	Bakery; production, storage, and shipment facilities
g.	Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
h.	Engraving; metal, glass or wood
i.	Moving and storage of nonhazardous materials; excluding outside storage
k.	Mini-storage warehouse, household; excluding outside storage
m.	Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
u.	Tire recapping or retreading plant
(15) Other Activities (not otherwise listed - all categories) - None	
CH (HEAVY COMMERCIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
j.	Residential quarters for resident manager, supervisor or caretaker; including mobile home

(3) Home Occupations - None	
(4) Governmental - None	
(5) Agricultural/Mining	
m.	Beekeeping; major use
(6) Recreational/Entertainment	
d.	Game center
l.	Billiard parlor or pool hall
m.	Public or private club
r.	Adult uses
u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
dd.	Massage establishment
ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair	
a.	Major repair; as an accessory or principal use
(10) Retail Trade	
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
z.	Flea market
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
gg.	Tobacco shop (Class 2) (see also section 9-4-103)
hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
d.	Stone or monument cutting, engraving
j.	Moving and storage; including outside storage
l.	Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
y.	Recycling collection station or facilities
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

RESIDENTIAL DENSITY CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6	17 units per acre
	Residential, High Density (HDR)	R6	17 units per acre
		R6MH	17 units per acre
Medical-Transition (MT)	MR	17 units per acre	
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMHR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

*** Maximim allowable density in the respective zoning district.



City of Greenville, North Carolina

Meeting Date: 1/10/2019
Time: 6:00 PM

Title of Item:

Ordinance requested by Bent Creek, LLC to rezone 2.002 acres located along the western right-of-way of Port Terminal Road and 750+/- feet north of East 10th Street from RA20 (Residential-Agricultural) to CH (Heavy Commercial)

Explanation:

Abstract: The City has received a request from Bent Creek, LLC to rezone 2.002 acres located along the western right-of-way of Port Terminal Road and 750+/- feet north of East 10th Street from RA20 (Residential-Agricultural) to CH (Heavy Commercial).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on December 4, 2018.

On-site sign(s) posted on December 4, 2018.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on December 21, 2018.

Public hearing legal advertisement published on December 31, 2018 and January 7, 2019.

Comprehensive Plan:

The Future Land Use and Character Map recommends commercial (C) at the northwestern corner of the intersection of East 10th Street and Port Terminal Road extending to the north and transitioning to traditional neighborhood, low-medium density (TNLM) to the west. Further, potential conservation/open space is recommended to the north.

Commercial:

Primarily community and regional-scale commercial development situated near and along major roadway corridors. Existing development is characterized by buildings set back from streets behind surface parking. That existing pattern should evolve to

become more walkable with shorter blocks, buildings near streets, shared parking and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

There is a designated community activity center at the intersection of East 10th Street and Port Terminal Road. These centers are intended to provide 50,000-250,000 square feet of commercial space serving an area approximately 3 miles.

Traditional Neighborhood, Low-Medium Density

Residential area with a mix of housing types on small lots with a single-family neighborhood appearance. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting
- Introduce neighborhood-scale commercial centers at key intersections

Primary uses:

Single-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Multi-family residential

Small-scale Institutional/Civic (churches and school)

Potential Conservation/Open Space

Potential conservation/open space land is typically located in areas that contain existing parkland, needed land buffers, exhibit potential for flooding, or are deemed inappropriate for development due to physical or environmental barriers. Some land within this area may not contain barriers to development, or there may be reasonable

mitigation. Site analysis is needed to determine development capabilities in these areas.

The Future Land Use and Character Map identifies certain areas as potential conservation/open space. Much of this area is designated based upon data on flood-prone land and environmental constraints that may not correspond precisely with conditions on the ground. Seeing an area designated this way is the beginning of a conversation. When considering rezoning requests or other development proposals, some areas classified as potential conservation/open space may be determined not to contain anticipated limitations on development, or that existing concerns can reasonably be mitigated. In such cases, the future preferred land use should be based on adjacent Land Use and Character designations, contextual considerations, and the general policies of the comprehensive plan.

Intent:

- Conserve environmentally-sensitive land
- Buffer incompatible land uses with open space
- Provide open space network through the city for recreation
- Conservation/open space buffers adjacent to industrial development should be maintained at a width based on the type of industry and its potential to create compatibility problems
- Greenways and greenway connectors should be maintained to be consistent with the Greenway Plan.

Thoroughfare/Traffic Report Summary (PWD- Engineering Division):

Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 80 trips to and from the site on East 10th Street, which is a net increase of 42 additional trips per day.

During the review process, measures to mitigate the traffic will be determined.

History/Background:

In 1976, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 as part of a large-scale ETJ extension.

Present Land Use:

Three (3) single-family residences

Water/Sewer:

Water will be provided by Eastern Pines Water Corporation. However, sanitary sewer is not currently available.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property is located in the Hardee Creek Watershed. If stormwater rules apply, it would require 10-year detention and nitrogen and phosphorous reduction. It is not located in the Special Flood Hazards Area. Therefore, development is not subject to the Flood Damage Prevention Ordinance.

Surrounding Land Uses and Zoning:

North: RA20 - East Carolina Masonry
South: RA20 - One (1) single-family residence
East: RA20 - Vacant
West: R6A - The Davis Apartments

Density Estimates:

Under the current zoning, the site could accommodate four (4) single-family lots.

Under the proposed zoning, the site could accommodate 17,000+/- square feet of auto/boat repair.

The anticipated build-out is within 1-2 years.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted (6:2) to approve the request at its December 18, 2018 meeting.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the

comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

ATTACHMENTS:

- ▣ Ordinance_-Bent_Creek_1096652**
- ▣ Minutes_-Bent_Creek_1096330**
- ▣ Attachments**

ORDINANCE NO. 19-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 10th day of January, 2019, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Primary Service Area;

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to CH (Heavy Commercial).

TO WIT: Bent Creek, LLC

LOCATION: Located along the western right-of-way of Port Terminal Road and 750+/- feet north of East 10th Street.

DESCRIPTION: Beginning at a point on the western right-of-way of NCSR 1533 (Port Terminal Road), said point being the northeastern corner of the Mason J. Dorfman Property as described in Deed Book 2247, Page 693 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the western right-of-way of NCSR 1533 (Port Terminal Road) N 60°00'00" W 236.00', thence N 30°00'00" E 370.03', thence S 59°45'00" E 236.00' to a point on the western right-of-way of NCSR 1533 (Port Terminal Road), thence with the western right-of-way of NCSR 1533 (Port Terminal Road) S 30°00'00" W 369.00' to the point of beginning containing 2.002 acres and being all of the property described in Deed Book 3521, Page 232 and being a portion of the property described in Deed Book 3367, Page 231 and of the Pitt County Register of Deeds.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That the Director of Community Development is directed to amend the Future Land Use and Character Map of the City of Greenville in accordance with this ordinance.

Section 4. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 10th day of January, 2019.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

1096652

Excerpt from the draft Planning & Zoning Commission Minutes (12/18/2018)

ORDINANCE REQUESTED BY BENT CREEK, LLC TO REZONE 2.002 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF PORT TERMINAL ROAD AND 750+/- FEET NORTH OF EAST 10TH STREET FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CH (HEAVY COMMERCIAL) - APPROVED

Ms. Gooby delineated the property. It is located adjacent to The Davis Apartment. Currently, there are two abandoned structures on the property. There are single-family dwellings to the south of the request. This request could generate a net increase in traffic of 42 trips per day. There is a community activity center at the intersection of East 10th Street and Port Terminal Road which is where commercial is anticipated. These areas serve a 3-mile area. The property is not located in a flood hazard area. Under the current zoning, the property could accommodate three (3) single-family residences. Under the proposed zoning, the property could accommodate 17,000 square of commercial space. Retail is not anticipated since the property does not front along East 10th Street. The Future Land Use and Character Map recommends commercial (C) at the northwestern corner of the intersection of East 10th Street and Port Terminal Road extending to the north and transitioning to potential conservation/open space (PCOS) toward the river. In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Staff recommends approval.

Mr. Robinson opened the public hearing.

Mr. Mike Baldwin, Baldwin Design Consultants, spoke in favor, on behalf of the applicant. The anticipated use of this property would most likely be a boat or auto repair shop of some sort of flex space. Retail would not be likely due to lack of visibility from 10th Street. The area is not on major thoroughfare so there wouldn't be much increase in traffic and there are abandon structures on the property right now.

Mason Dorfman, spoke in opposition, stated that he is an adjacent property owner and doesn't see the need to rezone the property to commercial. It would disrupt the peace of the neighborhood. He doesn't see the need for development on a side street that leads to a boat ramp. I would like to see the homes that are there be repaired and have families in them.

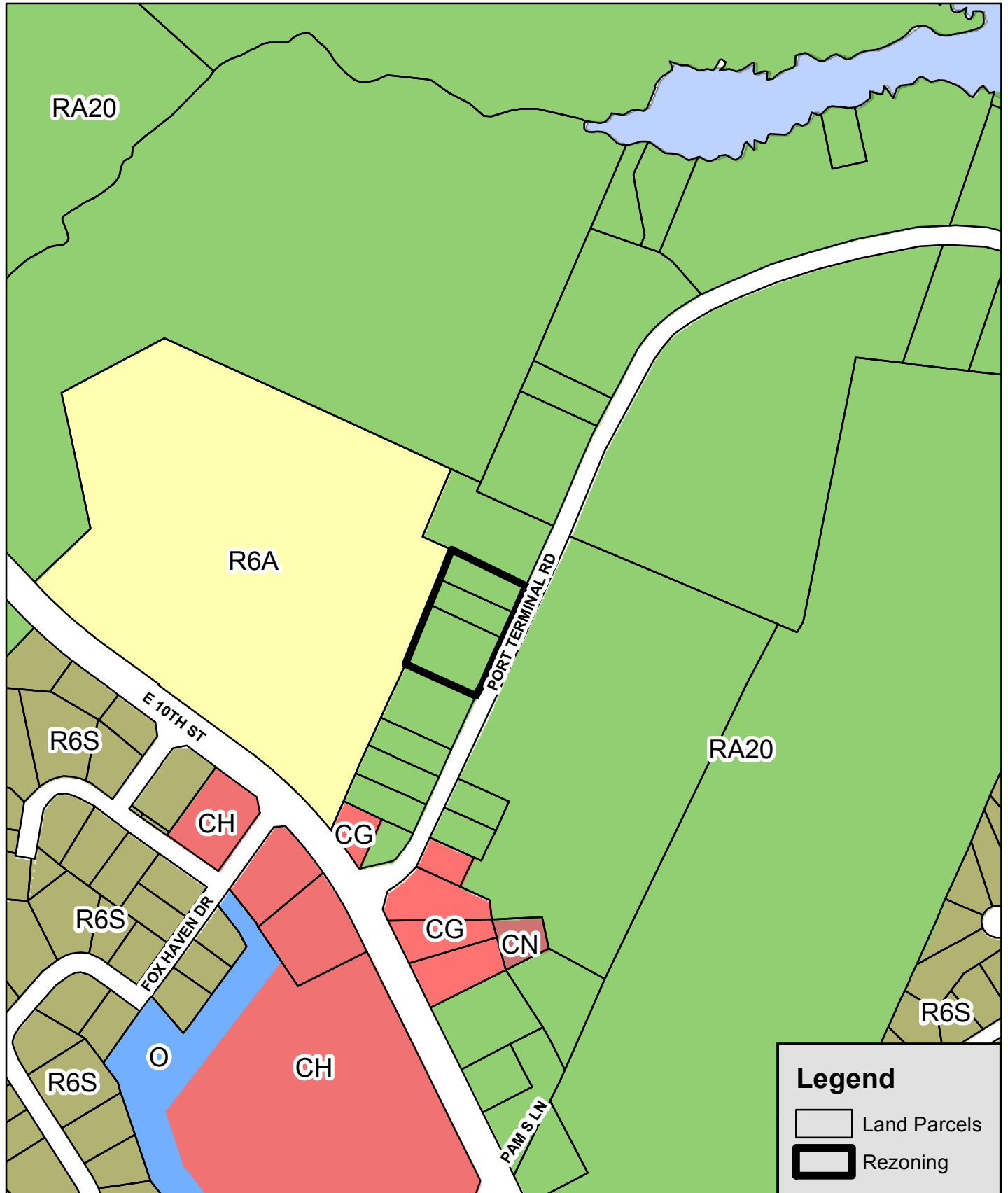
Mr. Baldwin, spoke in rebuttal in favor, he informed the Commission that there is a pending agreement with GUC to bring sewer to the property and that commercial adjacent to residential would require a strict bufferyard, which could be 30 feet wide. The width can reduced to half if there is a 6-foot tall opaque fence.

Mr. Dorfman, spoke in rebuttal in opposition, he doesn't want commercial next door to his property. He is for progress but on down a side street.

Mr. Robinson closed the public meeting.

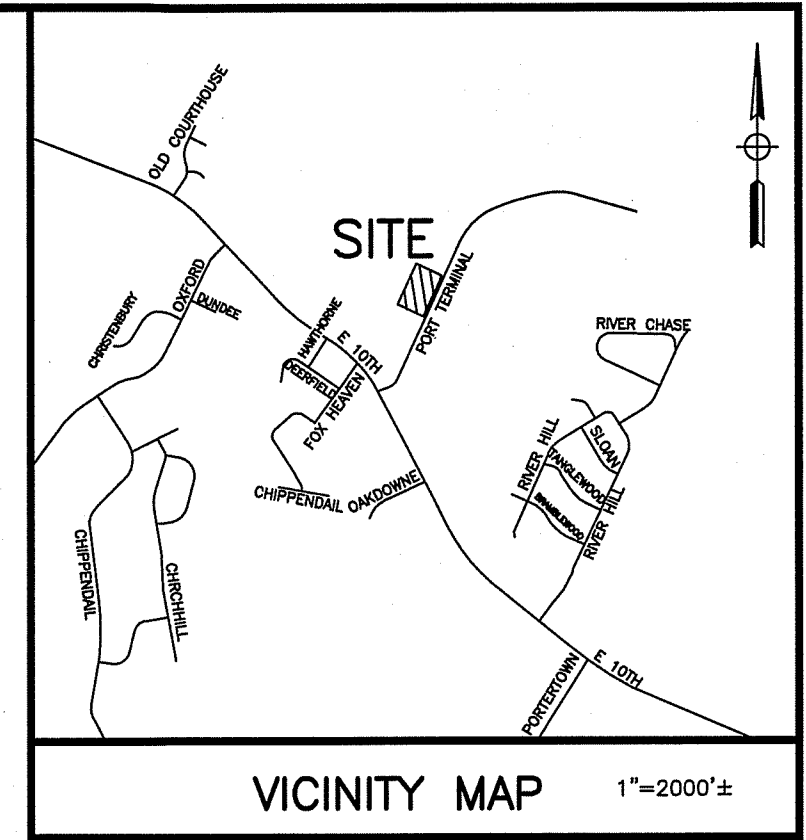
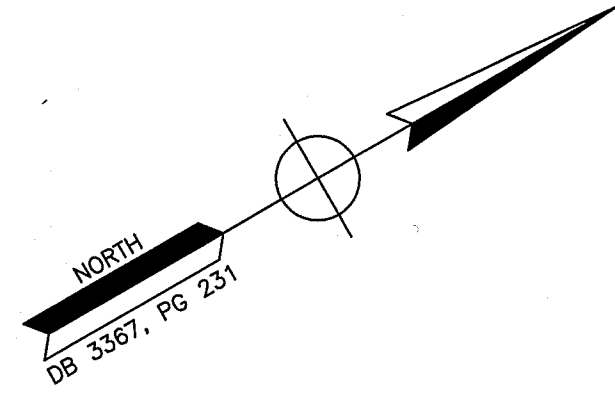
Motion made by Mr. Joyner, seconded by Mr. Schrade, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Voting in favor: Wilson, Joyner, King, Schrade, Darden, and West. Voting in opposition: Collins and Maxwell. Motion passed.

Bent Creek, LLC
Acres: 2.002
From: RA20 To: CH
November 29, 2018



Bent Creek, LLC
Acres: 2.002
From: RA20 To: CH
November 29, 2018





MULTI-FAMILY RESIDENTIAL
R-6A
3535 E. 10th, LLC
 PARCEL #07149
 DB 3500, PG 611

SINGLE-FAMILY
RA-20
MASON J. DORFMAN
 PARCEL #10051
 DB 2247, PG 693

N 30°00'00" E 370.03'

TAX PARCEL #10043
 TAX PARCEL #19542
 TAX PARCEL #19542
 TAX PARCEL #09638

PROPOSED ZONING
CH
 CURRENT ZONING
RA-20

MASONRY BUSINESS
**PARCEL NO. ONE
 LOT 2**
RA-20
STEPHEN MICHAEL HARRINGTON
 PARCEL #16505
 DB 2249, PG 814

N 60°00'00" W 236.00'

S 59°45'00" E 236.00'

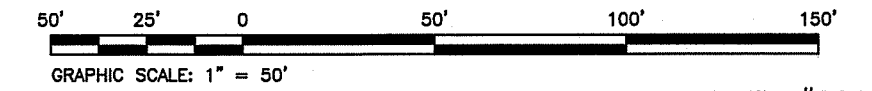
S 30°00'00" W 369.00'

NCSR 1533 - PORT TERMINAL ROAD
 (60' R/W 20' PAVEMENT PUBLIC)

WOODED &
 AGRICULTURAL
RA-20

HAPPY TRAIL FARMS, LLC
 PARCEL #02481
 DB 3367, PG 289

AREA TO BE REZONED: 2.002 ACRES



TAX PARCEL #09638
 TAX MAP #5607-05-2391
 TAX PARCEL #19542
 TAX MAP #5607-05-2263
 TAX PARCEL #10043
 TAX MAP #5607-05-2018

SHEET 1 OF 1
REZONING MAP

BENT CREEK FARMS, LLC

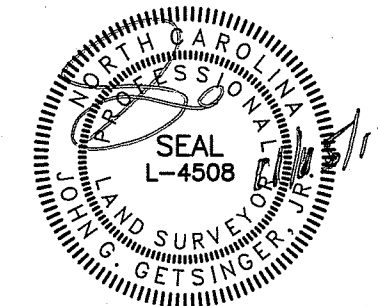
REFERENCE: DEED BOOK 3367, PAGE 231 AND DEED BOOK 3521, PAGE 232 OF THE PITT COUNTY REGISTER OF DEEDS

GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER: **BENT CREEK FARMS, LLC**
 ADDRESS: P.O. BOX 1863
 GREENVILLE, NC 27835
 PHONE: (252) 916-9028

Baldwin Design Consultants, PA
 ENGINEERING - SURVEYING - PLANNING
 1700-D EAST ARLINGTON BOULEVARD
 GREENVILLE, NC 27858 252.756.1390

SURVEYED: N/A	APPROVED: MWB
DRAWN: JGG	DATE: 11/07/18
CHECKED: MWB	SCALE: 1" = 50'



CLOSURE CHECK BOUNDARY	
CHECKED: JGG	DATE: 11/07/18

LEGEND

R/W = RIGHT-OF-WAY
 = ZONING

±745' TO THE CENTERLINE
 INTERSECTION OF NCSR 1533
 (PORT TERMINAL ROAD) AND NC
 HWY 33 (EAST TENTH STREET)

NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY...
2. REFERENCE: DEED BOOK 3367, PAGE 231 AND DEED BOOK 3521, PAGE 232 OF THE PITT COUNTY REGISTER OF DEEDS.
3. SURVEY INFORMATION AS SHOWN HEREON TAKEN FROM DEEDS LISTED ABOVE AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY BY BALDWIN DESIGN CONSULTANTS, P.A.
4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE: PITT COUNTY FIRM 3720560700J, DATED 1/2/2004.

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 18-28

Applicant: Bent Creek Farms, LLC

Property Information

Current Zoning: RA20 (Residential-Agricultural)

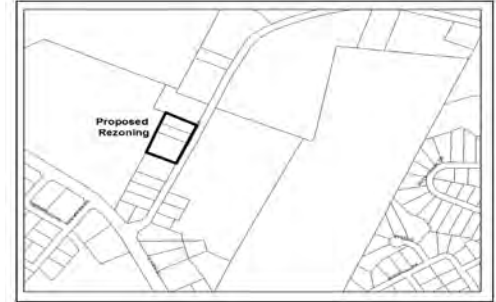
Proposed Zoning: CH (Heavy Commercial)

Current Acreage: 2.002 acres

Location: Port Terminal Rd, north of 10th St

Points of Access: 10th St

Location Map



Transportation Background Information

1.) 10th Street- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	5 lane - curb & gutter	4 lanes divided with raised median
Right of way width (ft)	100	no change
Speed Limit (mph)	45	no change
Current ADT:	37,455 (*)	
Design ADT:	33,500 vehicles/day (**)	39,700 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status	Major Thoroughfare	

Other Information: There are no sidewalks along 10th Street that service this property.

- Notes:**
- (*) 2016 NCDOT count adjusted for a 2% annual growth rate
 - (**) Traffic volume based on operating Level of Service D for existing geometric conditions
- ADT – Average Daily Traffic volume

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Zoning: 38 -vehicle trips/day (*) **Proposed Zoning: 80** -vehicle trips/day (*)

Estimated Net Change: increase of 42 vehicle trips/day (assumes full-build out)

(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on 10th Street are as follows:

1.) 10th Street , East of Site (50%): **“No build” ADT of 37,455**

Estimated ADT with Proposed Zoning (full build) – 37,495

Estimated ADT with Current Zoning (full build) – 37,474

Net ADT change = 21 (<1% increase)

2.) 10th Street , West of Site (50%): "No build" ADT of 37,455

Estimated ADT with Proposed Zoning (full build) – 37,495

Estimated ADT with Current Zoning (full build) – 37,474

Net ADT change = 21 (<1% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 80 trips to and from the site on 10th Street, which is a net increase of 42 additional trips per day.

During the review process, measures to mitigate the traffic will be determined.

EXISTING ZONING	
RA20 (RESIDENTIAL-AGRICULTURAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
b(1).	Master Plan Community per Article J
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
c.	Wayside market for farm products produced on-site
e.	Kennel (see also section 9-4-103)
f.	Stable; horse only (see also section 9-4-103)
g.	Stable; per definition (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
b.	Two-family attached dwelling (duplex)
g.	Mobile home (see also section 9-4-103)
n.	Retirement center or home
o.	Nursing, convalescent or maternity home; major care facility
o(1).	Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations	

	a.	Home occupation; not otherwise listed
	b.	Home occupation; barber and beauty shop
	c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental		
	a.	Public utility building or use
(5) Agricultural/Mining		
	b.	Greenhouse or plant nursery; including accessory sales
	m.	Beekeeping; major use
	n.	Solar energy facility
(6) Recreational/Entertainment		
	a.	Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	d.	Cemetery
	g.	School; junior and senior high (see also section 9-4-103)
	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
PROPOSED ZONING		
CH (HEAVY COMMERCIAL) - PERMITTED USES		
(1) General		
	a.	Accessory use or building
	b.	Internal service facilities
	c.	On-premise signs per Article N
	d.	Off-premise signs per Article N
	e.	Temporary uses; of listed district uses
	f.	Retail sales; incidental
	g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None		
(3) Home Occupations - None		
(4) Governmental		
	a.	Public utility building or use
	b.	City of Greenville municipal government building or use (see also section 9-4-103)
	c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair

	d. Federal government building or use
	e. County government operation center
	g. Liquor store, state ABC
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	b. Greenhouse or plant nursery; including accessory sales
	d. Farmers market
	e. Kennel (see also section 9-4-103)
	h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use
	i. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	b. Golf course; par three
	c. Golf driving range
	c(1). Tennis club; indoor and outdoor facilities
	e. Miniature golf or putt-putt course
	f. Public park or recreational facility
	h. Commercial recreation; indoor only, not otherwise listed
	i. Commercial recreation; indoor and outdoor, not otherwise listed
	j. Bowling alley
	m(1). Dining and entertainment establishment (see also section 9-4-103)
	n. Theater; movie or drama, indoor only
	o. Theater; movie or drama, including outdoor facilities
	q. Circus, carnival, or fair, temporary only (see also section 9-4-103)
	s. Athletic club; indoor only
	t. Athletic club; indoor and outdoor facilities
(7) Office/Financial/Medical	
	a. Office; professional and business, not otherwise listed
	b. Operation/processing center
	c. Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	d. Bank, savings and loans or other savings or investment institutions
	e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
	f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
	g. Catalogue processing center
(8) Services	
	c. Funeral home
	e. Barber or beauty salon
	f. Manicure, pedicure or facial salon
	n. Auditorium
	o. Church or place of worship (see also section 9-4-103)
	q. Museum
	r. Art gallery
	s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

u.	Art studio including art and supply sales
v.	Photography studio including photo and supply sales
y.	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers
z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
bb.	Civic organizations
cc.	Trade or business organizations
hh.	Exercise and weight loss studio; indoor only
kk.	Launderette; household users
ll.	Dry cleaners; household users
mm.	Commercial laundries; linen supply
oo.	Clothes alteration or shoe repair shop
pp.	Automobile wash
(9) Repair	
b.	Minor repair; as an accessory or principal use
c.	Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
d.	Upholsterer; furniture
f.	Appliance; household and office equipment repair
g.	Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
o.	Appliance; household, commercial or industrial use, sales and accessory repair, including outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales

w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service
cc.	Farm supply and commercial implement sales
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
a.	Wholesale; durable and nondurable goods, not otherwise listed
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
e.	Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
f.	Automobiles, truck, recreational vehicle, motorcycles and boats sales and services (see also major and minor repair)
g.	Mobile home sales including accessory mobile home office
(12) Construction	
b.	Licensed contractor; general electrical, plumbing, mechanical, etc... including outside storage
c.	Construction office; temporary, including modular office (see also section 9-4-103)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
(13) Transportation	
c.	Taxi or limousine service
e.	Parcel delivery service
f.	Ambulance service
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
a.	Ice plant and freezer lockers
b.	Dairy; production, storage, and shipment facilities
c.	Bakery; production, storage, and shipment facilities
g.	Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
h.	Engraving; metal, glass or wood
i.	Moving and storage of nonhazardous materials; excluding outside storage
k.	Mini-storage warehouse, household; excluding outside storage
m.	Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
u.	Tire recapping or retreading plant
(15) Other Activities (not otherwise listed - all categories) - None	
CH (HEAVY COMMERCIAL) - SPECIAL USES	

(1) General - None	
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
j.	Residential quarters for resident manager, supervisor or caretaker; including mobile home
(3) Home Occupations - None	
(4) Governmental - None	
(5) Agricultural/Mining	
m.	Beekeeping; major use
(6) Recreational/Entertainment	
d.	Game center
l.	Billiard parlor or pool hall
m.	Public or private club
r.	Adult uses
u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
dd.	Massage establishment
ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair	
a.	Major repair; as an accessory or principal use
(10) Retail Trade	
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
z.	Flea market
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
gg.	Tobacco shop (Class 2) (see also section 9-4-103)
hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
d.	Stone or monument cutting, engraving
j.	Moving and storage; including outside storage
l.	Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
y.	Recycling collection station or facilities
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed

d. Other activities; retail sales not otherwise listed
--

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

RESIDENTIAL DENSITY CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6	17 units per acre
	Residential, High Density (HDR)	R6	17 units per acre
		R6MH	17 units per acre
Medical-Transition (MT)	MR	17 units per acre	
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMHR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

*** Maximim allowable density in the respective zoning district.



City of Greenville, North Carolina

Meeting Date: 1/10/2019
Time: 6:00 PM

Title of Item: Ordinance requested by ACP Holdings, LLC to rezone a total of 14.925 acres located at the current terminus of Allen Ridge Drive from R9S (Residential-Single-family [Medium Density]) and OR (Office-Residential [High Density Multi-family]) to R6A-RU (Residential [Medium Density])-Restricted Residential Overlay District and OR (Office-Residential [High Density Multi-family])

Explanation: **Abstract:** The City has received a request from ACP Holdings, LLC to rezone a total of 14.925 acres located at the current terminus of Allen Ridge Drive from R9S (Residential-Single-family [Medium Density]) and OR (Office-Residential [High Density Multi-family]) to R6A-RU (Residential [Medium Density])-Restricted Residential Overlay District and OR (Office-Residential [High Density Multi-family]).

Current Zoning Proposed Zoning Acreage

Tract 1	R9S	R6A-RU	14.408
Tract 2	R9S	OR	0.321
Tract 3	OR	R6A-RU	0.196

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on December 4, 2018.

On-site sign(s) posted on December 4, 2018.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on December 21, 2018.

Public hearing legal advertisement published on December 31, 2018 and January 7, 2019.

Comprehensive Plan:

The Future Land Use and Character Map recommends industrial/logistics (IL) at the northwestern corner of the intersection of Allen Road and Allen Ridge Drive transitioning to residential, high density (HDR) to the west and south.

Industrial/Logistics

Area characterized by warehouses and light manufacturing operations and related to office uses. It includes the Greenville Industrial Park, airport area, and Southwest Bypass Corridor.

Intent:

- Encourage expansion of light industrial, assembly and research uses
- Encourage the use of higher-quality building materials and landscaping for high-visible sites

Primary Uses:

Industrial

Light Industrial

Research and assembly

Warehousing

Secondary uses:

Office

Commercial

Residential, High Density

Residential areas composed primarily of multi-family housing in various forms. Defined by existing development patterns where building size and style tend to be consistent within a development, with large blocks, and limited connectivity between different building types and uses. Future development should take a more traditional neighborhood pattern where different residential types are connected in a walkable pattern. High density residential is typically appropriate near activity centers and corridors.

Intent:

- Provide better vehicular and pedestrian connectivity between developments
- Improve architectural variety and site design for new developments
- Improve streetscape features such as consistent sidewalks, lighting and street trees

Primary uses:

Multi-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Office

Single-family residential detached (small lot)
Institutional/civic (churches and schools)

There is a designated neighborhood activity center at the intersection of Allen Road and Woodridge Park Road. These centers are intended to contain 20,000-50,000 square feet of conditioned floor space and serve an area within one mile.

Thoroughfare/Traffic Report Summary (PWD-Engineering Division):

Based on the possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 531 trips to and from the site on Allen Road, which is a net increase of 110 additional trips per day.

During the review process, measures to mitigate the traffic will be determined.

History/Background:

In 2001, the subject property was part of a large-scale extra-territorial jurisdiction (ETJ) extension and was zoned OR (Office-Residential). In 2005, the subject properties was rezoned to its current zoning.

Present Land Use:

Allen Ridge Subdivison (duplex)

Water/Sewer:

Water and sanitary sewer are available.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

The property is located in the Greens Mill Run Watershed. If stormwater rules apply, it would require 25-year detention and nitrogen and phosphorous reduction. It is not located in the Special Flood Hazards Area. Therefore, development is not subject to the Flood Damage Prevention Ordinance.

Surrounding Land Uses and Zoning:

North: OR - Allen Ridge Subdivision (undeveloped)
South: R9S - Allen Ridge Subdivision (single-family)
East: OR - Allen Ridge Subdivision (duplexes)
West: R9S - Allen Ridge Subdivision (undeveloped)

Additional Staff Comments:

The RU (Restricted Residential) Overlay District was created in 2004. Since the R6A district allows single-family, duplex and multi-family development, the RU Overlay District was created to prohibit multi-family development by adding the overlay to the R6A zoning. This overlay can only be used in conjunction with the R6A district.

Section 9-4-51.2 R6A Restricted Residential Use (RU) Overlay District

The purpose of the R6A Restricted Residential Use (RU) Overlay District is to provide a residential development option designed to encourage single-family and/or two-family attached (duplex) development and prohibit multi-family development within the underlying R6A district included within the overlay.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission unanimously voted to approve the request at its December 18, 2018 meeting.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

ATTACHMENTS:

- ▣ Ordinance_-_ACP_Holdings_1096654**
- ▣ MInutes_-_ACP_Holdings_1096331**
- ▣ Attachments**

ORDINANCE NO. 19-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 10th day of January, 2019, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character designation and is located in a Primary Service Area;

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1. That the following described territory is rezoned from R9S (Residential-Single-family) to R6A-RU (Residential)-Restricted Residential Overlay.

TO WIT: Hodge and Morris, LLC (Tract 1)

LOCATION: Located at the current terminus of Allen Ridge Drive.

DESCRIPTION: Beginning at an existing iron pipe on the eastern right-of-way of Emerson Drive, said iron pipe being the northwestern corner of Lot 85, Allen Ridge Section 2 as recorded in Map Book 68, Page 153 & 154 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

With the eastern right-of-way of Emerson Drive, N 01°57'05" E 4.87', thence N 88°02'55" W 241.63', thence N 82°11'23" W 246.16', thence N 88°02'55" W 900.00', thence N 74°00'44" W 210.00', thence N 02°54'51" E 159.12', thence S 74°00'44" E 27.00' to the point of curvature, thence with a curve to the left an arc distance of 304.82', said curve having a radius of 350.00' and a chord bearing N 81°02'16" E 295.28', thence N 83°00'47" E 574.57' to the point of curvature, thence with a curve to the right an arc distance of 48.67', said curve having a radius of 300.00' and a chord bearing N 87°39'40" E 48.62' to the point of tangency, thence S 87°41'27" E 623.43' to the point of curvature, thence with a curve to the right an arc distance of 222.66', said curve having a radius of 300.00' and a chord bearing S 66°25'41" E 217.59' to the point of tangency, thence S 45°09'54" E 71.94' to the point of curvature, thence with a curve to the left an arc distance of 200.00', said curve having a radius of 300.00' and a chord bearing S 64°15'49" E 196.32' to the point of tangency, thence S 83°21'44" E 100.00' to the point of curvature, thence with a curve to the left an arc distance of 75.50', said curve having a radius of 1,000.00' and a chord bearing S 85°31'31" E 75.48' to the point of tangency, thence S 87°41'17" E 2.31', thence S 02°18'43" W 158.60', thence N 88°02'55" W 579.08' to the point of beginning containing 14.408 acres and being a portion of the property described in Deed Book 1845, Page 170 of the Pitt County Register of Deeds.

Section 2. That the following described territory is rezoned from R9S (Residential-Single-family) to OR (Office-Residential).

TO WIT: Hodge and Morris, LLC (Tract 2)

LOCATION: Located 1,500+/- feet west of the current terminus of Allen Ridge Drive.

DESCRIPTION: Beginning at a point located N 02°54'51" E 169.56', N 88°07'30" E 119.40' (chord), and N 83°00'47" E 199.24' from the common northern corner of Lots 67 & 68, Allen Ridge Section 2 as recorded in Map Book 68, Page 153 & 154 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

A curve to the left an arc distance of 83.11', said curve having a radius of 350.00' and a chord bearing N 49°17'07" E 82.92' to the point of tangency, thence N 42°28'56" E 90.79' to the point of curvature, thence with a curve to the left an arc distance of 259.02', said curve having a radius of 300.00' and a chord bearing S 72°15'08" E 251.05', thence S 83°00'47" W 365.99' to the point of beginning containing 0.321 acres and being a portion of the property described in Deed Book 1845, Page 170 of the Pitt County Register of Deeds.

Section 3. That the following described territory is rezoned from OR (Office-Residential) to R6A-RU (Residential)-Restricted Residential Overlay.

TO WIT: Hodge and Morris, LLC (Tract 3)

LOCATION: Located 1,800+/- feet west of the current terminus of Allen Ridge Drive.

DESCRIPTION: Beginning at a point located N 02°54'51" E 159.12' from the common northern corner of Lots 67 & 68, Allen Ridge Section 2 as recorded in Map Book 68, Page 153 & 154 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

N 02°54'51" E 10.44' to the point of curvature, thence with a curve to the left an arc distance of 119.56', said curve having a radius of 670.00' and a chord bearing N 88°07'30" E 119.40' to the point of tangency, thence N 83°00'47" E 199.24', thence with a curve to the left an arc distance of 304.82', said curve having a radius of 350.00' and a chord bearing S 81°02'16" W 295.28' to the point of tangency, thence N 74°00'44" W 27.00' to the point of beginning containing 0.196 acre and being a portion of the property described in Deed Book 1845, Page 170 of the Pitt County Register of Deeds.

Section 4. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 5. That the Director of Community Development is directed to amend the Future Land Use and Character Map of the City of Greenville in accordance with this ordinance.

Section 6. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 7. That this ordinance shall become effective upon its adoption.

ADOPTED this 10th day of January, 2019.

P. J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

1096654

Excerpt from the draft Planning & Zoning Commission Minutes (12/18/2018)

ORDINANCE REQUESTED BY ACP HOLDINGS, LLC TO REZONE A TOTAL OF 14.925 ACRES LOCATED AT THE CURRENT TERMINUS OF ALLEN RIDGE DRIVE FROM OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO R6A-RU (RESIDENTIAL [MEDIUM DENSITY]) - RESTRICTED RESIDENTIAL OVERLAY DISTRICT AND OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) - APPROVED

	CURRENT ZONING	PROPOSED ZONING	ACREAGE
TRACT 1	R9S	R6A-RU	14.408
TRACT 2	R9S	OR	0.321
TRACT 3	OR	R6A-RU	0.196

Ms. Gooby delineated the property. It is located at the end of Allen Ridge Subdivision. The area is a mix of duplexes and single-family. Commercial is to the north. Since the request is going from single-family to duplexes, a net increase in traffic of 110 trips per day is anticipated. There is a neighborhood activity center at Allen Road and Woodridge Park Road, which is where commercial is anticipated. These areas serve a 1-mile area. It is not located in the Special Flood Hazards Area. The R6A-RU zoning district contains the restricted residential overlay. Since the R6A district allows single-family, duplex and multi-family, the overlay district eliminates the multi-family option. Under the current zoning, the property could accommodate 40 single-family lots. Under the proposed zoning, the property could accommodate 44 duplex lots or (88 units). The Future Land Use and Character Map recommends industrial/logistics (IL) to the north and commercial © to the south along Dickinson Avenue with residential in between. High density residential (HDR) is recommended in the area around the rezoning. The requested R6A-RU is part of the HDR character. In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan the Future Land Use and Character Map. Staff recommends approval.

Mr. Robinson opened the public hearing.

Mr. Mike Baldwin, Baldwin Design Consultants, spoke in favor, on behalf of the applicant. The requested zoning is compatible to the existing uses. There are duplexes adjacent to the rezoning to the east and single-family to the south. Multi-family is not allowed under the requested R6A-RU zoning district.

Mr. Mike Barnum, spoke in opposition. He stated that he had concerns about the environmental impacts the rezoning would have on the area and what protective measure should be taken.

Mr. Robinson closed the public meeting.

Motion made by Mr. Schrade, seconded by Mr. Collins, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

ACP Holdings, LLC

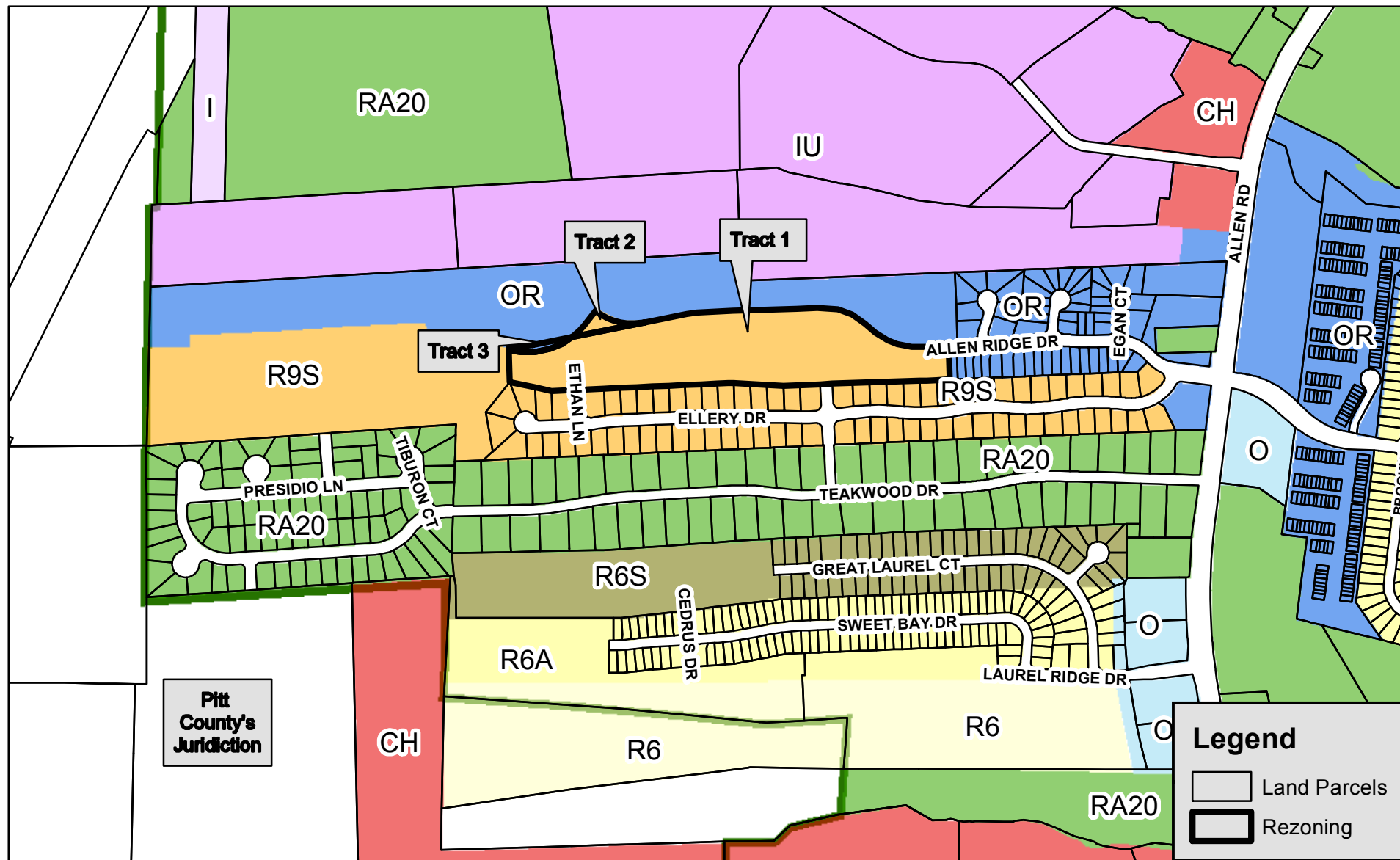
Total Acres: 14.925

Tract 1: From: R9S To: R6A-RU - 14.408 acres

Tract 2: From: R9S To: OR - 0.321 acres

Tract 3: From: OR To; R6A-RU - 0.196 acres

November 29, 2018



ACP Holdings, LLC

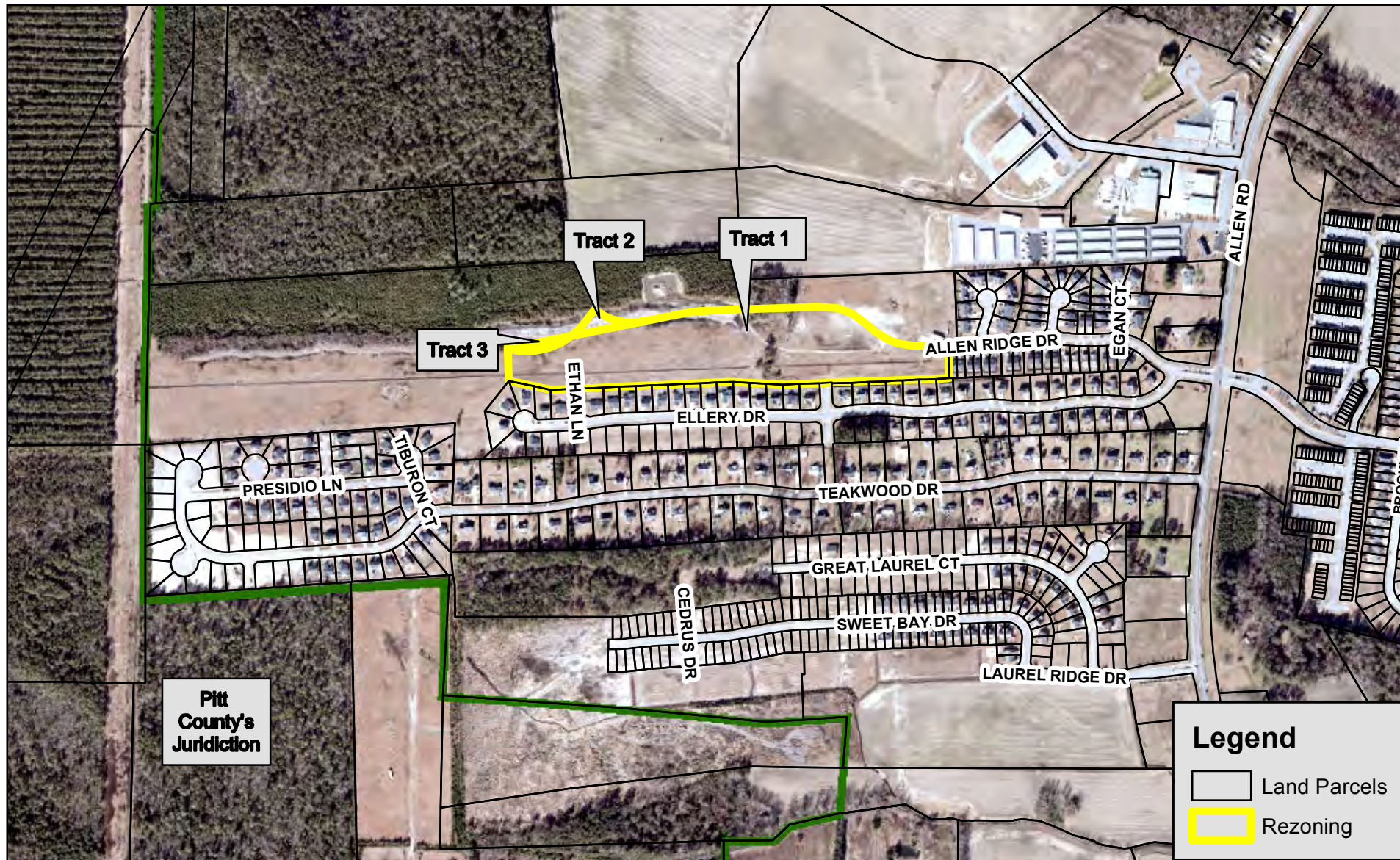
Total Acres: 14.925

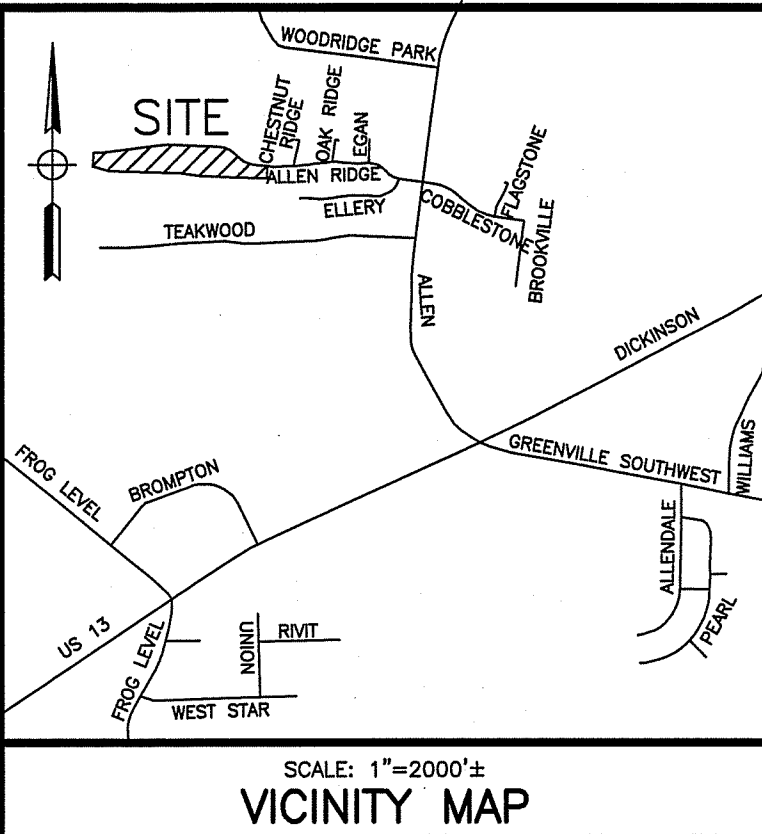
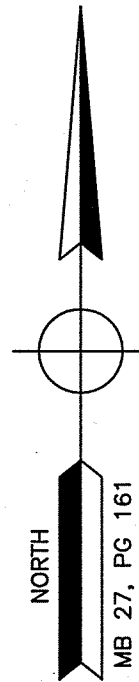
Tract 1: From: R9S To: R6A-RU - 14.408 acres

Tract 2: From: R9S To: OR - 0.321 acres

Tract 3: From: OR To; R6A-RU - 0.196 acres

November 29, 2018





WOODED-AGRICULTURAL
IU
HARDEE FAMILY HOLDINGS, LLC
DB 2972, PG 626
MB 62, PG 81

MINI-STORAGE FACILITY
IU
HARDEE FAMILY HOLDINGS, LLC
DB 2972, PG 626
MB 62, PG 81

VACANT
OR
HODGE & MORRIS, LLC
DB 1845, PG 170

TRACT 2
0.321 ACRES
CURRENT ZONING
R-9S
PROPOSED ZONING
OR

VACANT
R-9S
HODGE & MORRIS, LLC
DB 1845, PG 170

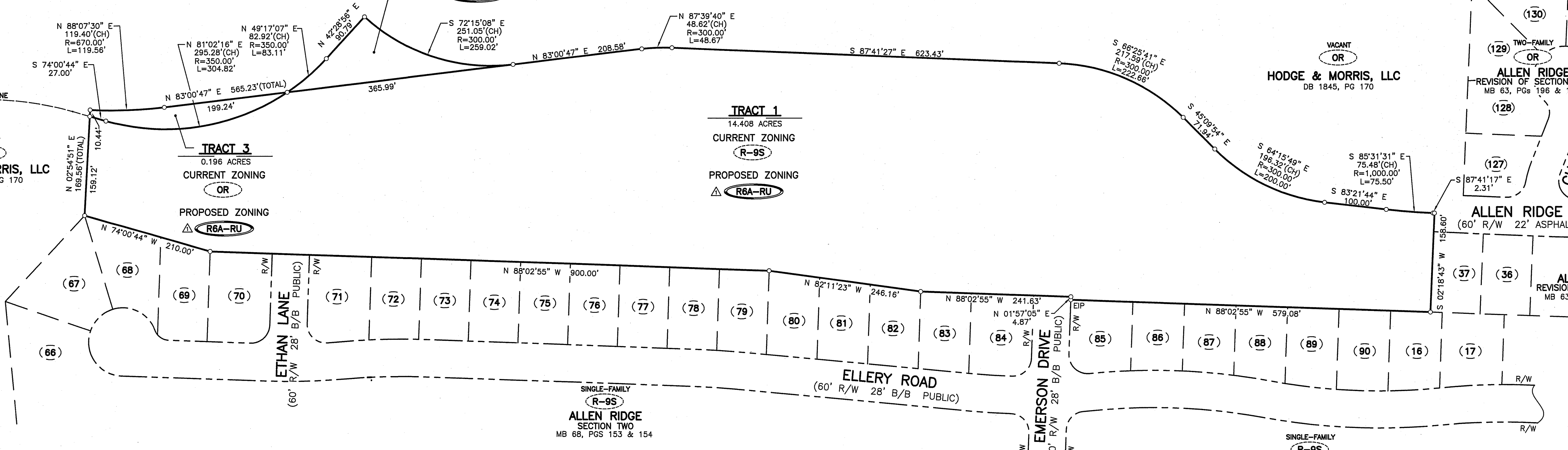
TRACT 3
0.196 ACRES
CURRENT ZONING
OR
PROPOSED ZONING
R6A-RU

TRACT 1
14.408 ACRES
CURRENT ZONING
R-9S
PROPOSED ZONING
R6A-RU

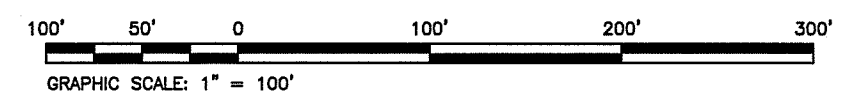
VACANT
OR
HODGE & MORRIS, LLC
DB 1845, PG 170

ALLEN RIDGE
REVISION OF SECTION ONE
MB 63, PGS 196 & 197

ALLEN RIDGE DRIVE
(60' R/W 22' ASPHALT PUBLIC)
TWO-FAMILY
OR
ALLEN RIDGE
REVISION OF SECTION ONE
MB 63, PGS 196 & 197



TOTAL AREA TO BE REZONED: 14.925 ACRES

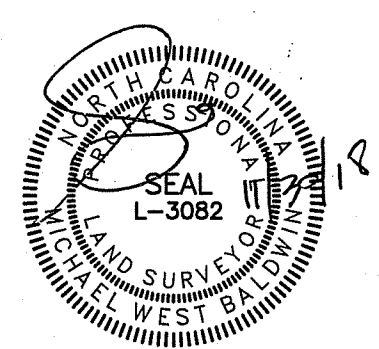


- LEGEND**
- EIP = EXISTING IRON PIPE
 - R/W = RIGHT-OF-WAY
 - R = RADIUS
 - CH = CHORD
 - L = LENGTH
 - = EXISTING ZONING
 - = PROPOSED ZONING

NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. REFERENCE: DEED BOOK 1845, PAGE 170 OF THE PITT COUNTY REGISTER OF DEEDS.
3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE: PITT COUNTY FIRM 3720466700K, DATED 7/7/2014.

REVISED: 11/30/18 (CITY COMMENTS)(JGG)
CORRECTED PROPOSED ZONING TO R6A-RU
CHANGED TITLE BLOCK TO ACP HOLDINGS, LLC



SHEET 1 OF 1
REZONING MAP
A PORTION OF TAX PARCEL #20522
PIN #4667-31-9583

ACP HOLDINGS, LLC

REFERENCE: DEED BOOK 1845, PAGE 170 OF THE
PITT COUNTY REGISTER OF DEEDS

GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, N.C.

OWNER: HODGE & MORRIS, LLC
ADDRESS: 3335 BEULAHTOWN ROAD
KENLY, NC 27542
PHONE: 252-236-3663

CLOSURE CHECK BOUNDARY

CHECKED: JGG DATE: 11/15/18

Baldwin Design Consultants, PA
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27658

LICENSE # C-3498

SURVEYED: TS APPROVED: MWB
DRAWN: JGG DATE: 11/15/18
CHECKED: MWB SCALE: 1" = 100'

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 18-29

Applicant: ACP Holdings, LLC

Property Information

Current Zoning: Tract 1: R9S (Residential-Single-Family)
 Tract 2: R9S (Residential-Single-Family)
 Tract 3: OR (Office-Residential [High Density Multi-Family])

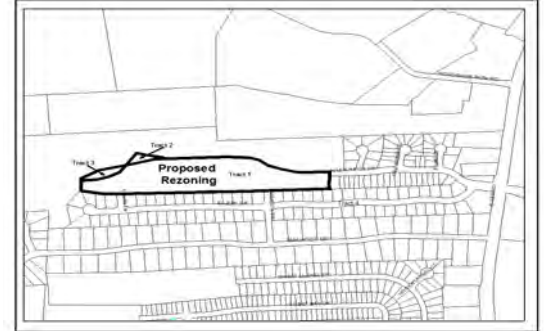
Proposed Zoning: Tract 1: R6A-RU (Residential [Medium-Density]) - Restricted
 Tract 2: OR (Office-Residential [High Density Multi-Family])
 Tract 3: R6A

Current Acreage: Tract 1: 14.408 acres
 Tract 2: 0.321 acres
 Tract 3: 0.196 acres

Location: Allen Rd, at the end of Allen Ridge Dr

Points of Access: Allen Road

Location Map



Transportation Background Information

1.) Allen Road- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	3-lanes - paved shoulder	4 lanes divided with raised median
Right of way width (ft)	60	90
Speed Limit (mph)	50	no change
Current ADT:	18,730 (*)	
Design ADT:	12,000 vehicles/day (**)	39,700 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status	Major Thoroughfare	

Other Information: There are no sidewalks along Allen Road that service this property.

Notes: (*) 2016 NCDOT count adjusted for a 2% annual growth rate
 (**) Traffic volume based on operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status: U-5875 - widen approximately 2.3 miles of Allen Road from a two-lane roadway to a four-lane, median-divided roadway from Stantonsburg Road to Dickinson Avenue Extension (U.S. 13)

Trips generated by proposed use/change

Current Zoning: 421 -vehicle trips/day (*) **Proposed Zoning: 531** -vehicle trips/day (*)

Estimated Net Change: increase of 110 vehicle trips/day (assumes full-build out)

(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Allen Road are as follows:

1.) Allen Road , North of Site (50%): **“No build” ADT of 18,730**

Estimated ADT with Proposed Zoning (full build) – 18,996
 Estimated ADT with Current Zoning (full build) – 18,941
Net ADT change = 55 (<1% increase)

2.) Allen Road , South of Site (50%): "No build" ADT of 18,730

Estimated ADT with Proposed Zoning (full build) – 18,996

Estimated ADT with Current Zoning (full build) – 18,941**Net ADT change =** 55 (<1% increase)**Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 531 trips to and from the site on Allen Road, which is a net increase of 110 additional trips per day.

During the review process, measures to mitigate the traffic will be determined.

PROPOSED ZONING	
R9S (RESIDENTIAL-SINGLE-FAMILY) - PERMITTED USES	
(1) General	
	a. Accessory use or building
	c. On-premise signs per Article N
(2) Residential	
	a. Single-family dwelling
	f. Residential cluster development per Article M
	k. Family care homes (see also 9-4-103)
	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
	o. Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
R9S (RESIDENTIAL-SINGLE-FAMILY) - SPECIAL USES	
(1) General - None	
(2) Residential - None	
(3) Home Occupations	
	a. Home occupation; not otherwise listed
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining	
	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
	d. Cemetery
	g. School; junior and senior high (see also section 9-4-103)

	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
PROPOSED ZONING		
R6A (RESIDENTIAL) - PERMITTED USES		
(1) General		
	a.	Accessory use or building
	c.	On-premise signs per Article N
(2) Residential		
	a.	Single-family dwelling
	b.	Two-family attached dwelling (duplex)
	b(1).	Master Plan Community per Article J
	c.	Multi-family development per Article I
	f.	Residential cluster development per Article M
	k.	Family care homes (see also 9-4-103)
	q.	Room renting
(3) Home Occupations - None		
(4) Governmental		
	b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining		
	a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment		
	f.	Public park or recreational facility
	g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None		
(8) Services		
	o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction		
	c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
R6A (RESIDENTIAL) - SPECIAL USES		
(1) General - None		
(2) Residential		
	d.	Land use intensity multi-family (LUI) development rating 50 per Article K
	e.	Land use intensity multi-family (LUI) development rating 67 per Article K

	l.	Group care facility
	n.	Retirement center or home
	o(1).	Nursing, convalescent or maternity home; minor care facility
	p.	Board or rooming house
	r.	Fraternity or sorority house
(3) Home Occupations		
	a.	Home occupation; not otherwise listed
	b.	Home occupation; barber and beauty shop
	c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental		
	a.	Public utility building or use
(5) Agricultural/Mining - None		
		* None
(6) Recreational/Entertainment		
	a.	Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	d.	Cemetery
	g.	School; junior and senior high (see also section 9-4-103)
	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
	m.	Multi-purpose center
	t.	Guest house for a college or other institution of higher learning
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
OR (OFFICE-RESIDENTIAL) - PERMITTED USES		
(1) General		
	a.	Accessory use or building
	b.	Internal service facilities
	c.	On-premise signs per Article N
	f.	Retail sales; incidental
(2) Residential		
	b.	Two-family attached dwelling (duplex)
	c.	Multi-family development per Article I
	k.	Family care homes (see also 9-4-103)
	n.	Retirement center or home
	o.	Nursing, convalescent or maternity home; major care facility
	p.	Boarding or rooming house

	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
	c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
	d. Federal government building or use
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial recreation; indoor only, not otherwise listed
(7) Office/Financial/Medical	
	a. Office; professional and business, not otherwise listed
	b. Operation/processing center
	c. Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	d. Bank, savings and loans or other savings or investment institutions
	e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
(8) Services	
	c. Funeral home
	e. Barber or beauty salon
	f. Manicure, pedicure or facial salon
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
	j. College and other institutions of higher learning
	k. Business or trade school
	n. Auditorium
	o. Church or place of worship (see also section 9-4-103)
	p. Library
	q. Museum
	r. Art gallery
	u. Art studio including art and supply sales
	v. Photography studio including photo and supply sales
	w. Recording studio
	x. Dance studio
	y(2) TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 120 feet in height or cellular telephone and wireless communication towers not exceeding 120 feet in height (see also section 9-4-103)
	bb. Civic organizations
	cc. Trade or business organizations
(9) Repair - None	
(10) Retail Trade	
	s. Book or card store, news stand
	w. Florist

	ee. Christmas tree sales lot; temporary only (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	a. Licensed contractor; general electrical, plumbing, mechanical, etc... excluding outside storage
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
OR (OFFICE-RESIDENTIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
	d. Land use intensity multi-family (LUI) development rating 50 per Article K
	e. Land use intensity multi-family (LUI) development rating 67 per Article K
	i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
	m. Shelter for homeless or abused (see also section 9-4-103)
	o(1). Nursing, convalescent or maternity home; minor care facility
	r. Fraternity or sorority house
(3) Home Occupations - None	
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
	c(1). Tennis club; indoor and outdoor facilities
	h. Commercial recreation; indoor only, not otherwise listed
	m(1). Dining and entertainment establishment (see also section 9-4-103)
(7) Office/Financial/Medical	
	f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
(8) Services	
	a. Child day care facilities
	b. Adult day care facilities
	l. Convention center; private
	s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
	ff. Mental health, emotional or physical rehabilitation day program facility
	ff(1). Mental health, emotional or physical rehabilitation day program facility
(9) Repair- None	
(10) Retail Trade - None	
	h. Restaurant; conventional
	j. Restaurant and/or dining and entertainment establishment; regulated outdoor activities
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation	

h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

RESIDENTIAL DENSITY CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6	17 units per acre
	Residential, High Density (HDR)	R6	17 units per acre
		R6MH	17 units per acre
Medical-Transition (MT)	MR	17 units per acre	
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMHR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

*** Maximim allowable density in the respective zoning district.



City of Greenville, North Carolina

Meeting Date: 1/10/2019
Time: 6:00 PM

Title of Item: Resolution authorizing the sale of City-owned property located at 610 Roosevelt Avenue to Demetris Daniels

Explanation: **Abstract:** Staff has identified a prospective home buyer for City-owned property at 610 Roosevelt Avenue. The buyer is proposing a closing date on or before February 28, 2019 and will occupy the home as his principal residence.

Explanation: Attached is a resolution authorizing the sale of City-owned property located at 610 Roosevelt Avenue, Pitt County tax parcel(s) #15089, #15090, #13036 to Demetris Daniels. The rehabilitated single-family dwelling is a three-bedroom, two-bath home with a fair market value previously set at \$100,000. The buyer is proposing a closing date on or before February 28, 2019. Mr. Daniels will occupy the home as his principal residence.

Mr. Daniels has provided a \$500 earnest money deposit and has received preapproval from his mortgage lender. In addition, Mr. Daniels plans to utilize the City's HOME down-payment assistance program and North Carolina Housing Finance Agency Community Partners Loan Pool.

City Council must hold a public hearing prior to the approval of a resolution authorizing the conveyance of the home to Mr. Daniels.

Fiscal Note: The purchase price offered is \$100,000. Proceeds from the sale will be receipted as Community Development Block Grant (CDBG) program income and reinvested in the community by way of CDBG-funded activities.

Recommendation: Following a public hearing, approval of the resolution to authorize the sale of 610 Roosevelt Avenue to Mr. Demetris Daniels.

ATTACHMENTS:

- ❑ **Resolution_610_Roosevelt_1097770**
- ❑ **610_Offer_to_Purchase_and_Contract_1097764**
- ❑ **610_Roosevelt_Ave__Appraisal_1097767**

RESOLUTION NO. ____-19
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT
610 ROOSEVELT AVENUE TO DEMETIS DANIELS FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-456 to undertake community development programs and activities and to exercise powers granted by law and is authorized pursuant to North Carolina General Statute 160A-457 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the afore listed authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 610 Roosevelt Avenue; and

WHEREAS, the City Council, at its January 10, 2019, meeting, held a public hearing on the proposed sale of property located at 610 Roosevelt Avenue to Demetris Daniels for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions of G.S. 160A-457;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 610 Roosevelt Avenue to Demetris Daniels for \$100,000, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 10th day of January, 2019

P.J. Connelly, Mayor

ATTEST:

Carol L. Barwick, City Clerk

#1097770

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": City of Greenville

(b) "Buyer": Demetris Daniels

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 608, 610 612 Roosevelt Ave
City: Greenville Zip: 27834-3040
County: Pitt, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit, Block/Section, Subdivision/Condominium
The PIN/PID or other identification number of the Property is: 4678919154, 4678919141, 4678919036
Other description: Parcel: 15089, 15090, 13036
Some or all of the Property may be described in Deed Book at Page

(d) "Purchase Price":
\$ 100,000.00
\$ 500.00
paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by [] cash [X] personal check [] official bank check [] wire transfer, [] electronic transfer, EITHER [] with this offer OR [X] within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on TIME BEING OF THE ESSENCE.
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall



STANDARD FORM 2-T
Revised 7/2018
© 7/2018

Buyer initials DD Seller initials

have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): City of Greenville

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on January 30, 2019 *TIME BEING OF THE ESSENCE.*

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on February 28, 2019 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials DD Seller initials _____

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 7(c), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. FIXTURES AND EXCLUSIONS.

(a) Specified Items: Unless identified in subparagraph (d) below, the following items, including all related equipment and remote control devices, if any, are deemed fixtures and shall convey, included in the Purchase Price free of liens:

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. NOTE: Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.
- Garage door openers with all controls
- Generators that are permanently wired
- Invisible fencing with power supply, controls and receivers
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems and controls; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

Buyer initials DD _____ Seller initials _____

(b) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

N/A

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (c)*): N/A

Seller shall repair any damage caused by removal of any items excepted above.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: N/A

NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

Buyer initials DD Seller initials _____

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, **THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.** Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE.** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: FHA VA (attach FHA/VA Financing Addendum) Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of \$100,000.00 plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed 5.500 % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.

Buyer initials DD Seller initials _____

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Property Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

6. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

Page 6 of 13

STANDARD FORM 2-T

Revised 7/2018

© 7/2018

Buyer initials DD

Seller initials _____

(b) **Lead-Based Paint** (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Assessments:** To the best of Seller's knowledge there are are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____

Seller warrants that there are are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): _____ N/A whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(specify name of association): _____ N/A whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

8. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

Buyer initials DD Seller initials _____

(c) **Access to Property:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Demetris Daniels

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 1,000.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

Buyer initials DD Seller initials _____

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from _____ TBD at a cost of \$ 500.00 which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

11. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)

A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)

Possession is subject to rights of tenant(s)

NOTE: Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

Buyer initials DD

Seller initials _____

15. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Owners' Association Disclosure And Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
- Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

16. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

19. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

20. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

Buyer initials DD _____ Seller initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: <u>12/21/18</u>	Date: _____
Buyer: <u>Demetris Daniels</u>	Seller: _____
Date: _____	Date: _____
Buyer: _____	Seller: _____
Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/etc.)	Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/etc.)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 1811 Norcott Cir, Greenville, NC 27834-5260

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: PO Box 7207, Greenville, NC 27835-7207

Seller Fax#: (252) 329-4631

Seller E-mail: gkesler@greenvillenc.com

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: N/A

Acting as Seller's Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials

DD

Seller initials

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")
Buyer: _____ ("Buyer")
Property Address: 608, 610 612 Roosevelt Ave, Greenville, NC 27834-3040 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: _____ N/A
By: _____ (Signature)
(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____ Seller: _____ (Signature)
Date _____ Seller: _____ (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____ Firm: _____ City of Greenville
By: _____ (Signature)
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____ Firm: _____ City of Greenville
Time: _____ AM PM By: _____ (Signature)
(Print name)



APPRAISAL OF REAL PROPERTY

LOCATED AT:

610 Roosevelt Ave
Greenville, NC 27834

FOR:

City of Greenville
Post Office Box 7207, Greenville, NC 27835

AS OF:

02/22/2016

BY:

L. Ashley Barker
The Appraisal Advantage
Post Office Box 7101
Greenville, NC 27835
(252) 758-9116

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	610 Roosevelt Ave
	Legal Description	As previously described in this report
	City	Greenville
	County	Pitt
	State	NC
	Zip Code	27834
	Census Tract	0007.01
	Map Reference	None
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	N/A
	Lender/Client	City of Greenville
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,487
	Price per Square Foot	\$
	Location	N;Res;
	Age	81
	Condition	C2
	Total Rooms	5
	Bedrooms	3
	Baths	2.0
APPRAISER	Appraiser	L. Ashley Barker
	Date of Appraised Value	02/22/2016
VALUE	Opinion of Value	\$ 100,000

Uniform Residential Appraisal Report

File # cofg.16

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 610 Roosevelt Ave City Greenville State NC Zip Code 27834
 Borrower N/A Owner of Public Record City of Greenville County Pitt
 Legal Description As described in Deed Book 2411, Page 710; Deed Book 2852, Page 856; and Deed Book 2420, Page 617, Pitt County Registry
 Assessor's Parcel # 13036, 15090 and 15089 Tax Year 2016 R.E. Taxes \$ 505
 Neighborhood Name Lincoln Place Subdivision Map Reference None Census Tract 0007.01
 Occupant Owner Tenant Vacant Special Assessments \$ 0 PUD HOA \$ 0 per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe)
 Assignment Type Purchase Transaction Refinance Transaction Other (describe) Asset Valuation
 Lender/Client City of Greenville Address Post Office Box 7207, Greenville, NC 27835
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s). GPAR MLS

CONTRACT

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
 Contract Price \$ Date of Contract Is the property seller the owner of public record? Yes No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

NEIGHBORHOOD

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	80 %
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	5	Low	0	Multi-Family %
Neighborhood Boundaries The subject's neighborhood boundaries include the Tar River to the north, Memorial Drive west, Arlington Boulevard south and Evans Street to the east.		100	High	100	Commercial	10 %	
Neighborhood Description The subject is located within the city limits of Greenville, NC in an area that was originally developed approximately 100 years ago. Land uses for this area are predominantly single-family residences, with commercial uses along the 5th Street and nearby Memorial Drive corridors. A public elementary school is located approximately 1/2 block south of the subject. Other land uses are vacant.		25	Pred.	60	Other	10 %	
Market Conditions (including support for the above conclusions) Currently, market conditions within the subject's area appear stable with a balance of supply and demand. Conventional financing is typical for the overall area with interest rates being consistent with national averages, although cash transactions are typically seen within the subject's more immediate area.							

SITE

Dimensions 110' x 31' x 98' x 133' x 118' Area 5,227 sf Shape Mostly Rectangular View N;Res;CtyStr
 Specific Zoning Classification R6S Zoning Description Residential (Medium Density)
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 37147C4688K FEMA Map Date 07/07/2014
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe

My inspection revealed no apparent adverse easements or encroachments. Recombination map dated 02/19/2014 was provided by the client and utilized in the preparation of this report. Copy attached for reference. Map indicates an encroachment by a chain link fence along the rear property line. In my opinion, this does not adversely affect the value or marketability of the subject property.

IMPROVEMENTS

General Description		Foundation		Exterior Description		Interior	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab	<input checked="" type="checkbox"/> Crawl Space	Foundation Walls	Masonry/Good	Floors	LamWd,CerTile/Gd
# of Stories	1.0	<input type="checkbox"/> Full Basement	<input type="checkbox"/> Partial Basement	Exterior Walls	Wood Lap/Good	Walls	Drywall/Good
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area	0 sq.ft.	Roof Surface	Metal/Good	Trim/Finish	Average/Good
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish	0 %	Gutters & Downspouts	Adeq Overhang	Bath Floor	Ceramic Tile/Good
Design (Style)	Bungalow	<input type="checkbox"/> Outside Entry/Exit	<input type="checkbox"/> Sump Pump	Window Type	Double-Hung/Good	Bath Wainscot	Fiberglass/Good
Year Built	1935	Evidence of	<input type="checkbox"/> Infestation	Storm Sash/Insulated	Storm,Insulated/Gd	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs)	5	<input type="checkbox"/> Dampness	<input type="checkbox"/> Settlement	Screens	Yes/Good	<input checked="" type="checkbox"/> Driveway	# of Cars 2
Attic	<input type="checkbox"/> None	Heating	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Concrete
	<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other	Fuel Electric	<input type="checkbox"/> Fireplace(s) # 0	<input type="checkbox"/> Fence None	<input type="checkbox"/> Garage	# of Cars 0
	<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling	<input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck None	<input checked="" type="checkbox"/> Porch Covered	<input type="checkbox"/> Carport	# of Cars 0
	<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual	<input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other B/I Stor	<input type="checkbox"/> Att.	<input type="checkbox"/> Det. <input type="checkbox"/> Built-in

Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe) Vent Hood
 Finished area above grade contains: 5 Rooms 3 Bedrooms 2.0 Bath(s) 1,487 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.). Extras include laminate wood and ceramic tile flooring throughout, 9' smooth ceilings, arched doorways in common areas, covered front porch and covered side entry with iron railings and built-in exterior storage room.
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C2;Kitchen-updated-less than one year ago;Bathrooms-updated-less than one year ago;My inspection of the subject improvement revealed recently completed updating to the entire structure resulting in an estimated effective age of five years. No needed repairs were noted at the time of my inspection.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

Uniform Residential Appraisal Report

File # cofg.16

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 0		There are 1 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 87,200 to \$ 87,200					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3			
Address	610 Roosevelt Ave Greenville, NC 27834	607 Roosevelt Ave Greenville, NC 27834	409 Hickory St Greenville, NC 27858	123 N Eastern St Greenville, NC 27858			
Proximity to Subject		0.03 miles E	2.07 miles E	1.40 miles E			
Sale Price	\$	\$ 87,200	\$ 111,000	\$ 132,500			
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 72.67 sq.ft.	\$ 74.45 sq.ft.	\$ 90.63 sq.ft.			
Data Source(s)		GPAR#118727;DOM 1	GPAR#121017;DOM 22	GPAR#119606;DOM 17			
Verification Source(s)		Courthouse Records	Courthouse Records	Courthouse Records			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing		ArmLth	0	ArmLth	0	ArmLth	0
Concessions		FHA;2200	-2,200	Conv;3000	-3,000	Conv;0	0
Date of Sale/Time		s06/15;c04/15	0	s09/15;c08/15	0	s07/15;c06/15	0
Location	N;Res;	N;Res;		N;Res;	-20,000	N;Res;	-20,000
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	5,227 sf	6,534 sf	0	8,712 sf	0	6,534 sf	0
View	N;Res;CtyStr	N;Res;CtyStr		N;Res;CtyStr		N;Res;CtyStr	
Design (Style)	DT1.0;Bunglow	DT2.0;Tradtnl	0	DT1.0;Tradtnl	0	DT1.0;Tradtnl	0
Quality of Construction	Q4	Q5	+10,000	Q4		Q4	-10,000
Actual Age	81	3	-5,000	65	+10,000	60	+5,000
Condition	C2	C1	-2,500	C3	+2,500	C3	+2,500
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	5 3 2.0	6 3 2.0	0	7 3 2.0	0	5 3 1.0	+3,000
Gross Living Area	1,487 sq.ft.	1,200 sq.ft.	+8,600	1,491 sq.ft.	0	1,462 sq.ft.	0
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Heat Pump	Heat Pump		Heat Pump		FWA/Central	0
Energy Efficient Items	Storm/Thermo	Thermoglass	0	Thermoglass	0	Thermoglass	0
Garage/Carport	2dw	None	+1,000	2dw		2dw	
Porch/Patio/Deck	Cvd Por, Ent	Cvd Porches	-1,000	Rear Deck	+1,500	Cvd Por,Lrg Dk	-2,000
	None	None		Fireplace,Fence	-2,000	Fireplace,Fence	-2,000
	Ext Stor Rm	None	+1,000	Det Stor Bldg	0	Det Stor Bldg	0
Net Adjustment (Total)		⊗ + ⊠ -	\$ 9,900	⊠ + ⊗ -	\$ -11,000	⊠ + ⊗ -	\$ -23,500
Adjusted Sale Price of Comparables		Net Adj. 11.4 % Gross Adj. 35.9 %	\$ 97,100	Net Adj. 9.9 % Gross Adj. 35.1 %	\$ 100,000	Net Adj. 17.7 % Gross Adj. 33.6 %	\$ 109,000

SALES COMPARISON APPROACH

I did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Courthouse Records

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Courthouse Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Courthouse Records	Courthouse Records	Courthouse Records	Courthouse Records
Effective Date of Data Source(s)	02/25/2016	02/25/2016	02/25/2016	02/25/2016

Analysis of prior sale or transfer history of the subject property and comparable sales

Summary of Sales Comparison Approach The above comparables are closed sales of similar properties within the subject's market area. When selecting comparable sales for this report, emphasis was given to properties located within the subject's immediate and extended market area exhibiting similar size and overall utility to the subject property. Sale 1 is the most similar closed sale available from within the subject's immediate market area. A quality of construction adjustment was deemed necessary to this sale based on reported and observed differences in this property as compared to the subject. Although this property exhibits an actual age of three years, it had never been occupied prior to this sale and was considered to be newly constructed for adjustment purposes. Sales 2 and 3 were selected from within locations offering closer proximity to the East Carolina University campus and required significant adjustments for this difference. Actual adjustments represent the estimated differences in site value between these sales and the subject. See page 3 for additional comments.

Indicated Value by Sales Comparison Approach \$ 100,000

Indicated Value by: Sales Comparison Approach \$ 100,000 Cost Approach (if developed) \$ 117,878 Income Approach (if developed) \$

Most consideration has been given to the sales comparison analysis with more than adequate support provided by the cost approach to value. The income approach has been omitted as it is not considered applicable in the appraisal of a non-income producing property such as the subject.

RECONCILIATION

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 100,000 , as of 02/22/2016 , which is the date of inspection and the effective date of this appraisal.

Uniform Residential Appraisal Report

File # cofg.16

ADDITIONAL COMMENTS

As indicated, Sales 2 and 3 required adjustments for differences in location due to their closer proximity to the East Carolina University campus. These properties are within a location that is typically not considered to be comparable to the subject's location due to the significant difference in site value between these areas. However, my extensive research did not reveal any recently closed sales more similar to the subject in regard to location. Therefore, it became necessary to expand the market database to include nearby areas that contain similar improvements to the subject. Both of these sales were reported to have been recently updated and, similarly to the subject, exhibit effective ages significantly less than their actual age. Sale 3 appears to have sold at the upper end of the value range for this property based on available sales and listings from within this area but was utilized on this report given the overall limited sales data available for use on this report.

A quality of construction adjustment was deemed necessary to Sale 3 based on reported and observed upgrades present within this property as compared to the subject.

Adjustments to all sales for differences in age were developed from the estimated effective ages of these properties as compared to the subject and applied at the market derived rate of \$1,000 per year.

Rationale for Highest and Best Use: The Highest and Best Use of the subject property is indicated to be residential. The rationale for this opinion is based on the subject being a residential property within an area containing other residential properties with residential zoning.

This appraisal has been developed as an Appraisal Report as defined in the Uniform Standards of Professional Appraisal Practice.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Site value estimate has been developed utilizing sales and listings of similar properties within the subject's market area.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$ 5,000
Source of cost data Marshall & Swift	DWELLING 1,487 Sq.Ft. @ \$ 74.00 = \$ 110,038
Quality rating from cost service Average Effective date of cost data 12/2015	0 Sq.Ft. @ \$ = \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	App, Por, Ent, Stor = \$ 7,212
The cost approach has been developed utilizing Marshall & Swift Cost Reporting Service and local contractors.	Garage/Carport Sq.Ft. @ \$ = \$
	Total Estimate of Cost-New = \$ 117,250
	Less Physical Functional External
	Depreciation 8,372 = \$(8,372)
	Depreciated Cost of Improvements = \$ 108,878
	"As-is" Value of Site Improvements = \$ 4,000
Estimated Remaining Economic Life (HUD and VA only) 65 Years	INDICATED VALUE BY COST APPROACH = \$ 117,878

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
 Summary of Income Approach (including support for market rent and GRM) The income approach has been omitted as it is not considered applicable in the appraisal of a non-income producing property such as the subject.

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal Name of Project
 Total number of phases Total number of units Total number of units sold
 Total number of units rented Total number of units for sale Data source(s)
 Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.
 Does the project contain any multi-dwelling units? Yes No Data Source
 Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.
 Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.
 Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

File # cofg.16

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # cofg.16

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # cofg.16

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature L. Ashley Barker
 Name L. Ashley Barker
 Company Name The Appraisal Advantage
 Company Address Post Office Box 7207
Greenville, NC 27835
 Telephone Number (252) 758-9116
 Email Address ashley@appraisaladvantage.com
 Date of Signature and Report 02/25/2016
 Effective Date of Appraisal 02/22/2016
 State Certification # A1184
 or State License # _____
 or Other (describe) _____ State # _____
 State NC
 Expiration Date of Certification or License 06/30/2016



SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

ADDRESS OF PROPERTY APPRAISED
610 Roosevelt Ave
Greenville, NC 27834

APPRAISED VALUE OF SUBJECT PROPERTY \$ 100,000

LENDER/CLIENT
 Name No AMC
 Company Name City of Greenville
 Company Address Post Office Box 7207, Greenville, NC 27835
 Email Address kgilkey@greenvillenc.gov

SUBJECT PROPERTY

- Did not inspect subject property
- Did inspect exterior of subject property from street
Date of Inspection _____
- Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street
Date of Inspection _____

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

UAD Version 9/2011 (Updated 1/2014)

Form UADDEFINE1A — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

FIRREA / USPAP ADDENDUM

Borrower N/A

Property Address 610 Roosevelt Ave

City Greenville County Pitt State NC Zip Code 27834

Lender/Client City of Greenville

Purpose

The purpose of this assignment is to provide an opinion of current market value for asset valuation.

Scope

This appraiser has inspected the subject property and investigated the subject's market in order to develop an estimate of market value. Investigation of the subject's market involves researching recently closed sales and current listings of similar properties. All adjustments to comparable sales have been market derived from sales and listings of similar properties. Additional information for this report has been developed from Pitt County records.

Intended Use / Intended User

The Intended User of this report is the City of Greenville for the Intended Use of asset valuation.

History of Property

Current listing information: Provided on report.

Prior sale: Provided on report.

Exposure Time / Marketing Time

Exposure time for the subject property is estimated to be 180 days. Marketing time for this area is currently estimated to be 90-180 days.

Personal (non-realty) Transfers

No personal property was included in the final estimate of value.

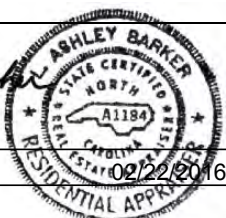
Additional Comments

None.

Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

L. Ashley Barker



Appraiser(s): L. Ashley Barker

Supervisory Appraiser(s):

Effective date / Report date:

Effective date / Report date:

Subject Photo Page

Borrower	N/A				
Property Address	610 Roosevelt Ave				
City	Greenville	County	Pitt	State	NC
Lender/Client	City of Greenville				
				Zip Code	27834



Subject Front

610 Roosevelt Ave
 Sales Price
 Gross Living Area 1,487
 Total Rooms 5
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location N;Res;
 View N;Res;CtyStr
 Site 5,227 sf
 Quality Q4
 Age 81



Subject Rear



Subject Street

Photograph Addendum

Borrower	N/A						
Property Address	610 Roosevelt Ave						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



Side view of subject



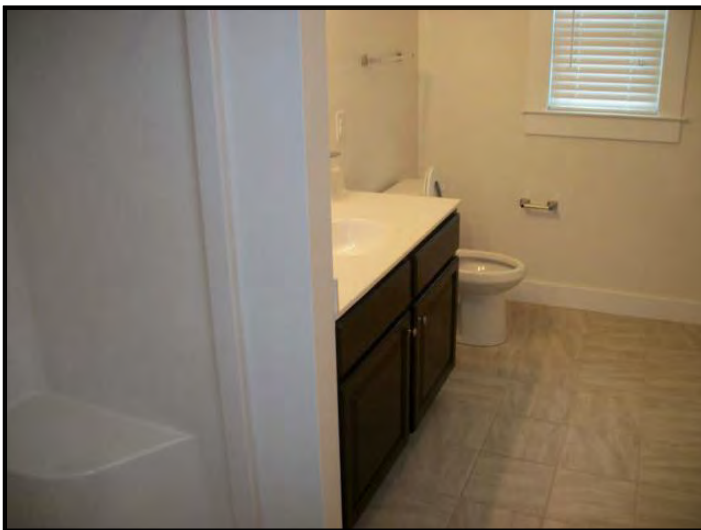
Side view of subject



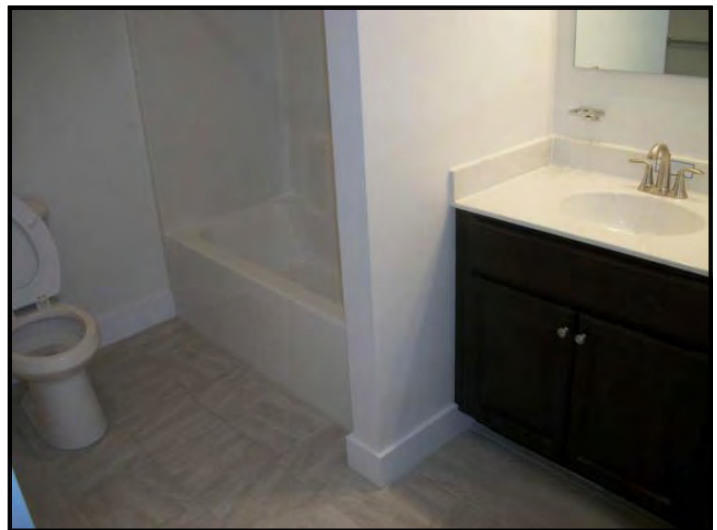
View of family room



View of kitchen



View of bathroom



View of bathroom

Comparable Photo Page

Borrower	N/A			
Property Address	610 Roosevelt Ave			
City	Greenville	County	Pitt	State NC Zip Code 27834
Lender/Client	City of Greenville			



Comparable 1

607 Roosevelt Ave	
Prox. to Subject	0.03 miles E
Sale Price	87,200
Gross Living Area	1,200
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;CtyStr
Site	6,534 sf
Quality	Q5
Age	3



Comparable 2

409 Hickory St	
Prox. to Subject	2.07 miles E
Sale Price	111,000
Gross Living Area	1,491
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;CtyStr
Site	8,712 sf
Quality	Q4
Age	65

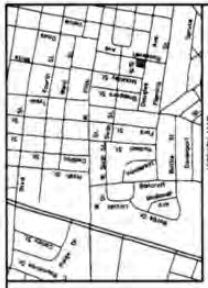
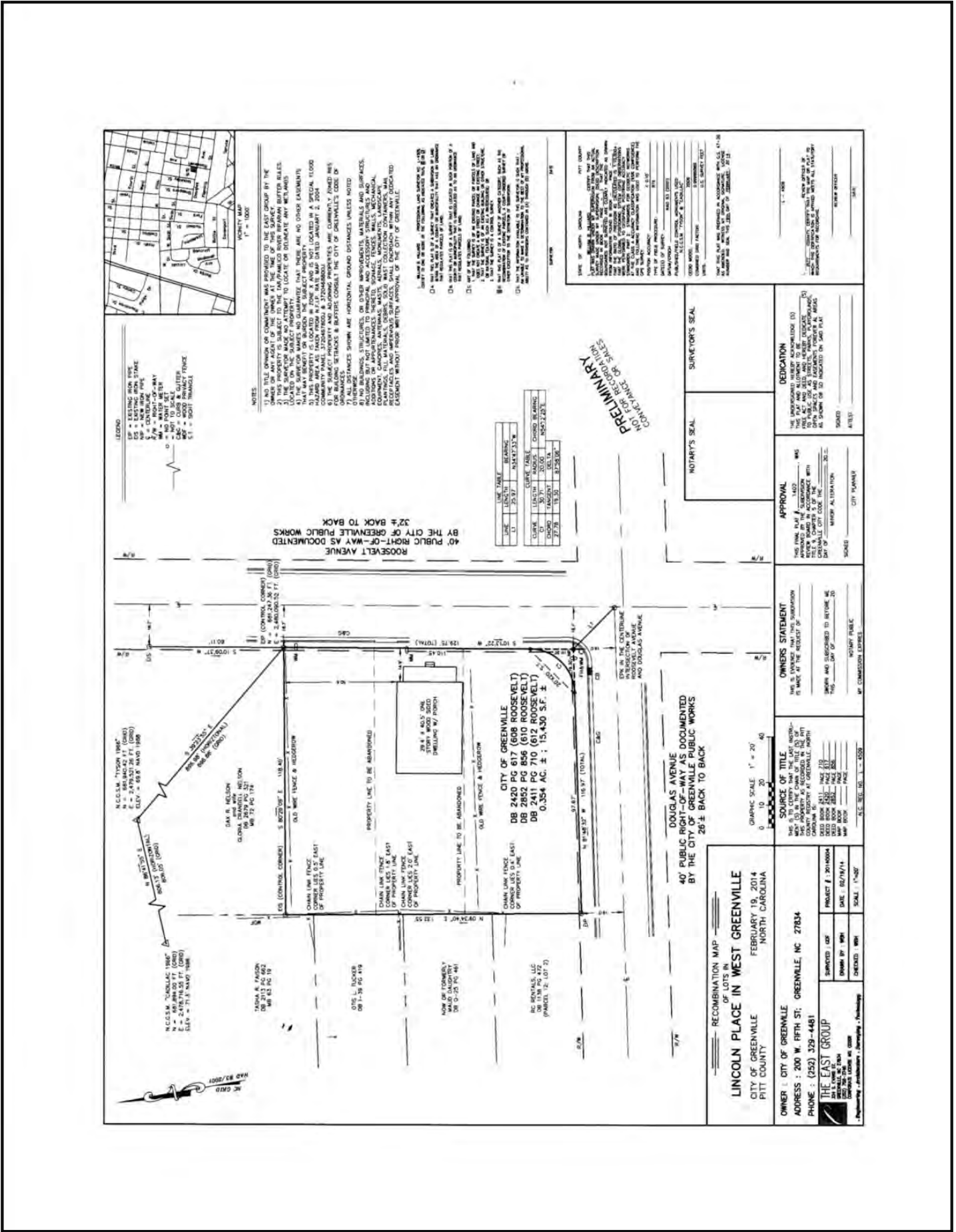


Comparable 3

123 N Eastern St	
Prox. to Subject	1.40 miles E
Sale Price	132,500
Gross Living Area	1,462
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	N;Res;CtyStr
Site	6,534 sf
Quality	Q4
Age	60

Plat Map

Borrower	N/A		
Property Address	610 Roosevelt Ave		
City	Greenville	County	Pitt
Lender/Client	City of Greenville	State	NC
		Zip Code	27834



NOTES

- 1) NO TITLE OPINION OR COMMENT WAS PROVIDED TO THE EAST GROUP BY THE SURVEYOR AS TO THE STATUS OF THE SURFACE RIGHTS OF THE SURVEYED PROPERTY.
- 2) THE SURVEYOR MADE NO ATTEMPT TO LOCATE OR DEMONSTRATE ANY UTILITIES.
- 3) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS/RIGHTS OF WAY OR BURDEN THEREON.
- 4) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS/RIGHTS OF WAY OR BURDEN THEREON.
- 5) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS/RIGHTS OF WAY OR BURDEN THEREON.
- 6) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS/RIGHTS OF WAY OR BURDEN THEREON.
- 7) ALL DISTANCES SHOWN ARE HORIZONTAL, UNLESS NOTED OTHERWISE.
- 8) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO, FENCES, WALLS, MECHANICAL EQUIPMENT, CEMENTS, CONCRETE, METALS, WOODS, BRICKS, BLOCKS, STONE, AND RECORDS AND INSTRUMENTS, SHALL EXIST ON ANY PORTION OF THE SURVEYED PROPERTY WITHOUT THE WRITTEN APPROVAL OF THE CITY OF GREENVILLE.

LEGEND

- EP = EXISTING IRON PIPE
- EB = EXISTING BRONZE PIPE
- CP = CONCRETE PIPE
- UP = UNDEVELOPED
- MP = METAL PIPE
- NP = NON-FERROUS PIPE
- CP = CONCRETE PIPE
- UP = UNDEVELOPED
- MP = METAL PIPE
- NP = NON-FERROUS PIPE

APPROVAL

THIS FINAL PLAT WAS PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE CHARTER AND ORDINANCES OF THE CITY OF GREENVILLE, NORTH CAROLINA, AND THE SURVEYOR'S SEAL IS HEREBY AFFIXED TO THIS PLAT.

DATE OF SURVEY: 02/19/14

DATE OF PLOTTING: 02/19/14

SCALE: 1" = 20'

OWNERS STATEMENT

WE, THE UNDERSIGNED, OWNERS OF THE ABOVE DESCRIBED PROPERTY, HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

DATE: 02/19/14

SCALE: 1" = 20'

DEDICATION

THE UNDERSIGNED HEREBY DEDICATE TO THE CITY OF GREENVILLE, NORTH CAROLINA, THE PUBLIC RIGHT-OF-WAY AS SHOWN ON THIS PLAT.

DATE: 02/19/14

SCALE: 1" = 20'

40' PUBLIC RIGHT-OF-WAY AS DOCUMENTED BY THE CITY OF GREENVILLE PUBLIC WORKS

28' ± BACK TO BACK

PROPERTY DATA

LINE	LENGTH	BEARING
1	158.87	N 89° 57' 30" E
2	119.45	N 01° 12' 30" W
3	129.75	N 01° 12' 30" W
4	158.87	S 89° 57' 30" W

PROPERTY DATA

LINE	LENGTH	BEARING
1	158.87	N 89° 57' 30" E
2	119.45	N 01° 12' 30" W
3	129.75	N 01° 12' 30" W
4	158.87	S 89° 57' 30" W

PROPERTY DATA

LINE	LENGTH	BEARING
1	158.87	N 89° 57' 30" E
2	119.45	N 01° 12' 30" W
3	129.75	N 01° 12' 30" W
4	158.87	S 89° 57' 30" W

PROPERTY DATA

LINE	LENGTH	BEARING
1	158.87	N 89° 57' 30" E
2	119.45	N 01° 12' 30" W
3	129.75	N 01° 12' 30" W
4	158.87	S 89° 57' 30" W

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

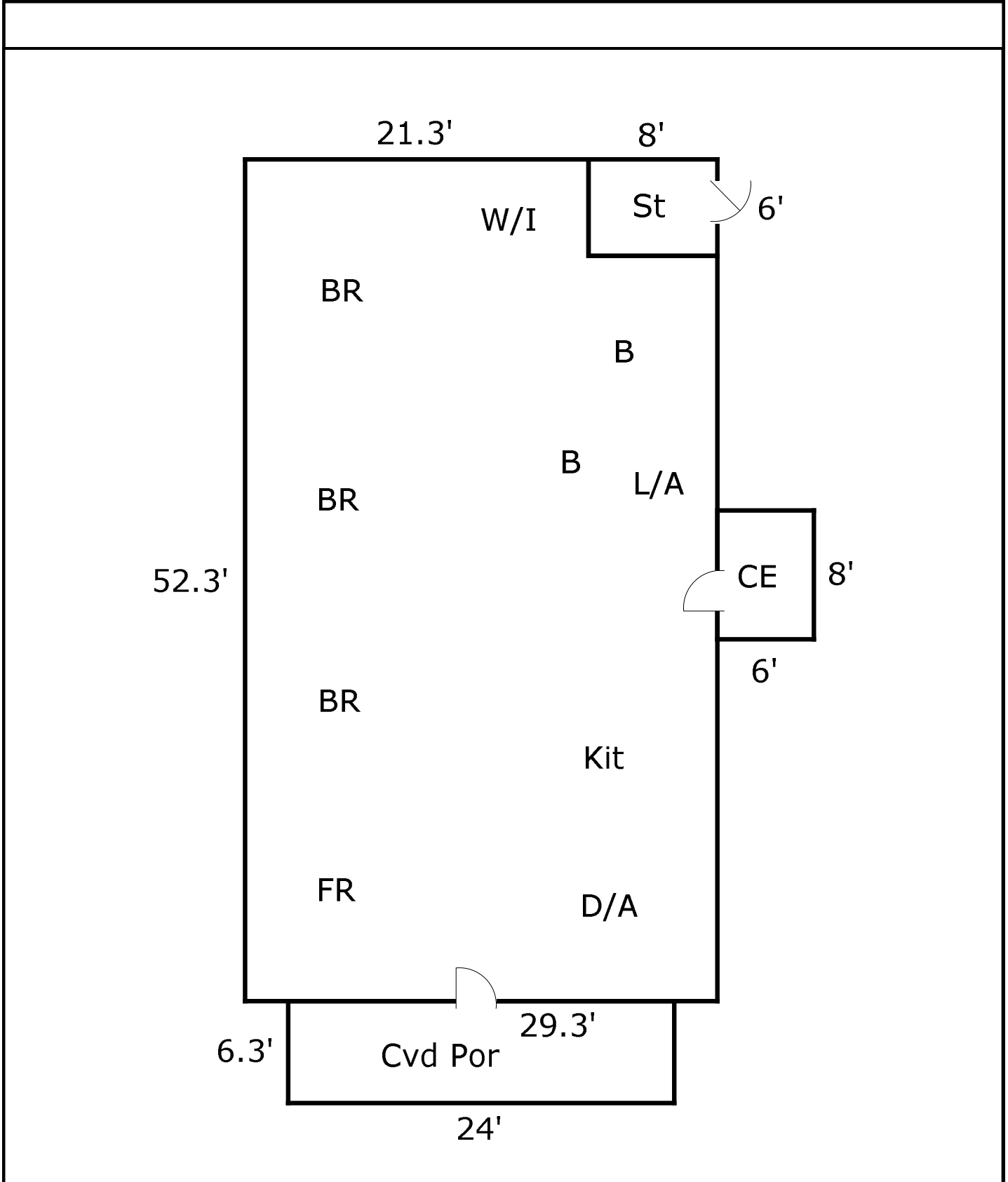
PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

Building Sketch

Borrower	N/A						
Property Address	610 Roosevelt Ave						
City	Greenville	County	Pitt	State	NC	Zip Code	27834
Lender/Client	City of Greenville						



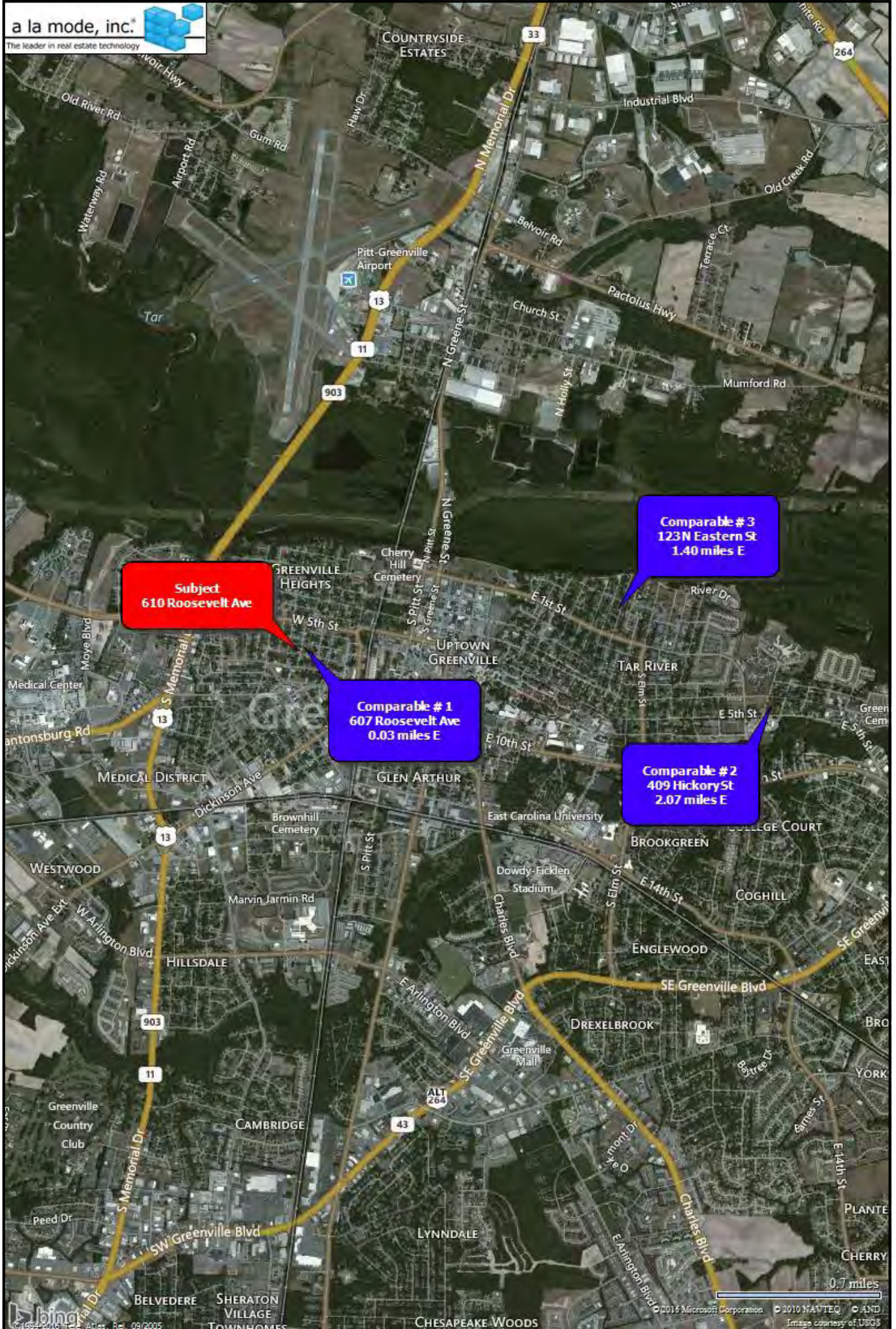
TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	Calculation Details		
First Floor	1487.1 Sq ft	$29.3 \times 46.3 =$	1359.1
		$6 \times 21.3 =$	128
Total Living Area (Rounded):	1487 Sq ft		
Non-living Area			
Covered Entry	48 Sq ft	$8 \times 6 =$	48
Storage Room	48 Sq ft	$6 \times 8 =$	48
Covered Porch	152 Sq ft	$24 \times 6.3 =$	152

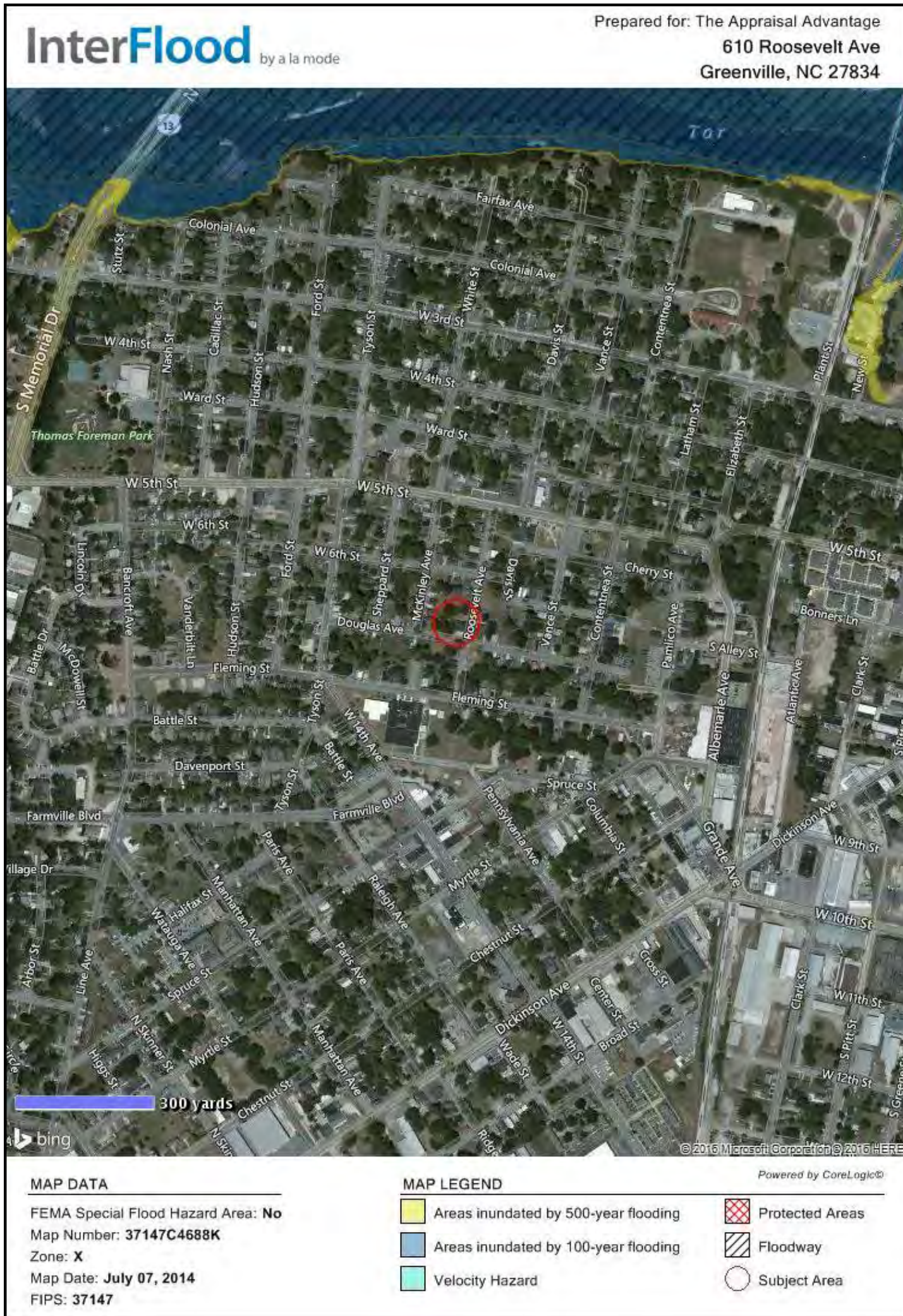
Location Map

Borrower	N/A			
Property Address	610 Roosevelt Ave			
City	Greenville	County	Pitt	State NC Zip Code 27834
Lender/Client	City of Greenville			



Flood Map

Borrower	N/A			
Property Address	610 Roosevelt Ave			
City	Greenville	County	Pitt	State NC Zip Code 27834
Lender/Client	City of Greenville			





City of Greenville,
North Carolina

Meeting Date: 1/10/2019
Time: 6:00 PM

<u>Title of Item:</u>	Discussion of Bicycle and Pedestrian Commission request for temporary moratorium on shared use alternative transportation systems within the City of Greenville
<u>Explanation:</u>	Council Member Will Bell requested an item be added to the agenda for discussion of a Bicycle and Pedestrian Commission request for a temporary moratorium on shared use alternative transportation systems within the City of Greenville.
<u>Fiscal Note:</u>	No direct cost
<u>Recommendation:</u>	Discuss the issue as requested by Council Member Bell.

ATTACHMENTS:

- [Bicycle_and_Pedestrian_Commission_Request_for_Moratorium_on_Shared_Alternative_Transportation_Systems_1097976](#)

**REQUEST OF TEMPORARY MORATORIUM ON SHARED USE ALTERNATIVE
TRANSPORTATION SYSTEMS WITHIN THE CITY OF GREENVILLE**

WHEREAS, the Bicycle and Pedestrian Commission of the City of Greenville was created for the primary purpose of advancing Greenville as a bicycle and pedestrian friendly community, encouraging bicycling and walking among its citizens and visitors and providing advice and recommendations to the Greenville City Council on questions related to bicycle and pedestrian issues; and

WHEREAS, the City of Greenville advocates for and works toward a more active community and embraces alternative modes of transportation with alternative transportation defined as any self-propelled human powered mode of transportation such as, but not limited to, walking, bicycling or electric assisted articles such as scooters, wheelchairs or bicycles; and

WHEREAS, the City of Greenville supports the mission and purpose of the City of Greenville Bicycle and Pedestrian Commission's vision for active transportation by way of adopting the Greenville Urban Area Metropolitan Planning Organization's Active Transportation Master Plan to guide strategic development of alternative transportation modes and infrastructure within the City of Greenville; and

WHEREAS, dockless shared use alternative transportations, including but not limited to bicycles, scooters and electric assisted articles, have expanded exponentially to communities across the State in areas with little to limited regulations, express or implied, to ensure safe and equitable usage within public right-of-way; and

WHEREAS, safety concerns regarding usage on sidewalks, or similarly regulated and preserved public transportation facilities, have been raised by communities and individual citizens, specifically in communities where limited coordination between shared use alternative transportation system providers and local jurisdictions has taken place; and

WHEREAS, existing regulations and ordinances of the State of North Carolina and the City of Greenville do not adequately define shared use alternative transportation systems or their safe and proper usage within jurisdictional limits; and

WHEREAS, the City of Greenville Bicycle and Pedestrian Commission supports responsible businesses who promote alternative transportation and do not wish to regulate said shared use alternative transportation systems without sufficient research and ample opportunity to solicit and receive public comment from the citizens of the City of Greenville; and

WHEREAS, any action taken by the City of Greenville and/or the City of Greenville Bicycle and

Pedestrian Commission shall not affect any existing shared use alternative transportations that have an active legal agreement with East Carolina University, but shall prohibit said company from expanding and/or deploying their system outside of their current agreement in the public right-of-way of the City of Greenville; and

WHEREAS, the proposed moratorium shall last for one full calendar year or until the City of Greenville has developed sufficient regulations to ensure safe and equitable use of shared use transportation systems, or whichever occurs first;

NOW, THEREFORE, BE IT RESOLVED that the City of Greenville Bicycle and Pedestrian Commission respectfully requests that the City of Greenville City Council enact a temporary moratorium on the launching of shared use alternative transportation systems within the City of Greenville City limits and extra territorial jurisdiction, until such a time that an ordinance regulating the equitable and safe usage and deployment of said shared use alternative transportation systems can be researched, developed and enacted by the City of Greenville City Council.

Today, November 14, 2018.