



Agenda

Greenville City Council

**February 13, 2020
6:00 PM
City 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 - Mayor Pro-Tem Glover**
- 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. Appointments

1. Appointments to Boards and Commissions

VIII. New Business

Public Hearings

2. Ordinance to annex the 4JPII, LLC property involving 24.585 acres located along East 14th Street adjacent to Planter's Walk Subdivision and Quail Ridge Townhomes
3. Ordinance to annex Davenport Farms at Emerald Park Phase 4 involving 6.6125 acres located off Davenport Farm Road in the Emerald Park Subdivision at the current terminus of Zircon Drive
4. Ordinance to annex Bobby W. Joyner property involving 7.794 acres on the northern side of East Fire Tower Road and between Charles Boulevard and East 14th Street
5. Ordinance to annex Taberna Phase 4 involving 13.8318 acres located on the western side of Frog Level Road just north of the intersection of Davenport Farm Road
6. Ordinance requested by Tipton Rentals, LLC to rezone 2.514 acres located at Sara Lane off of Evans Street from R9 (Residential [Medium Density]) to R6 (Residential [High Density Multi-family])
7. Ordinance requested by Rocky Russell Development, LLC to rezone 0.1817 acres (7,917 square feet) located at 4020 Laurel Ridge Drive from O (Office) to R6A (Residential [Medium Density Multi-family])
8. Ordinance requested by HBL Investments, LLC to rezone 4.122 acres located at the termini of Morton Lane and Gordon Drive from R6S (Residential [Medium Density Single-family]) to R6 (Residential [High Density Multi-family])
9. Ordinance requested by John Marvin Taft to rezone 2.209 acres located at 3180 Charles Boulevard from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family])
10. Resolution to Close a portion of Bonners Lane
11. Resolution to Close a portion of South Alley Street
12. Resolution to Close a portion of Atlantic Avenue
13. Development Agreement Between the City of Greenville and Seacoast Communities Related to the Purchase of Imperial Property for the Development of a Hotel and Market Rate Housing

14. Resolution and economic development agreement for a Job Creation Grant for Grover Gaming, Inc.

Other Items of Business

15. Consideration of Amending Agreement with Sidewalk Greenville, LLC
16. License Agreement for Jones-Lee House

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Appointments to Boards and 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 four of the boards and commissions.

Explanation: City Council appointments need to be made to the Historic Preservation Commission, Human Relations Council, Police Community Relations Committee, and the Youth Council.

The City Council updated the Board and Commission Policy on October 9, 2017 to include a provision for extended vacancies:

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:

- Martin Montelongo - Human Relations Council
- Maurice Whitehurst - Human Relations Council
- 9 spots on the Youth Council

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Historic Preservation Commission, Human Relations Council, Police Community Relations Committee, and the Youth Council.

ATTACHMENTS:

- ▣ **Appointment List 1123056**

Appointments to Boards and Commissions

February 2020

Historic Preservation Commission

Council Liaison: Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Myron Caspar	3	First term	Eligible	January 2020
Roger Kammerer	3	First term	Eligible	January 2020
Israel Mueller	3	Filling unexpired term	Eligible	January 2020
Candace Pearce		First term	Eligible	January 2020

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Martin Montelongo	1	Filling unexpired term	Not seeking 2 nd term	Sept. 2019
Maurice Whitehurst (Pitt Community College)	2	Second term	Did not meet attendance Requirement	Oct. 2015

Police Community Relations Committee

Council Liaison: Council Member Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Greg Rubel (Council Member Will Bell)	2	Second term	Resigned	October 2020

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	Current Term	Reappointment Status	Expiration Date
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9 spots open

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

Applicants for Historic Preservation Commission

Jamitress Bowden
111 Brownlea Drive Apt. O
Greenville, NC 27858

District #: 3

Charles Ogletree
2072 G Quail Ridge Road
Greenville, NC 27858

District #: 4

Application Date: 8/8/2014

Home Phone:

Business Phone:

Email: jamitressbowden@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

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

District #: 2

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

District #: 4

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

District #: 5

Stephanie Winfield
1103 Red Banks Road
Greenville, NC

District #: 4

Application Date: 9/4/2018

Home Phone: (919) 924-1631

Business Phone:

Email: amartin@gmail.com

Application Date: 4/24/2018

Home Phone: 252-558-3620

Business Phone:

Email: williak5@pitt.k12.nc.us

Application Date: 4/16/2017

Home Phone: (252) 412-4584

Business Phone:

Email: taft1986@yahoo.com

Application Date: 7/14/2017

Home Phone:

Business Phone:

Email: ladona12@gmail.com

Applicants for Police Community Relations Committee

None.

Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Ordinance to annex the 4JP II, LLC property involving 24.585 acres located along East 14th Street adjacent to Planter's Walk Subdivision and Quail Ridge Townhomes

Explanation: **Abstract:** The City received a voluntary annexation petition to annex the 4JP II, LLC property involving 24.585 acres located along East 14th Street adjacent to Planter's Walk Subdivision and Quail Ridge Townhomes. The subject area contains the John Paul II High School Athletic Complex.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: February 3, 2020
2. City Council public hearing date: February 13, 2020
3. Effective date: February 13, 2020

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 24.585
4. Voting District: 4
5. Township: Winterville
6. Zoning: RA20 (Residential-Agricultural)

8. Land Use: Existing: John Paul II High School Athletic Complex
Anticipated: John Paul II High School Athletic Complex

9. Population:

	Formula	Number of People
Total Current	-----	
Estimated at full development	-----	
Current Minority	-----	
Estimated Minority at full development	-----	
Current White	-----	
Estimated White at full development	-----	

* - average household size

10. Rural Fire Tax District: Eastern Pines

11. Greenville Fire District: Station #3 (Distance of 1.5 miles)

12. Present Tax Value: \$1,313,347
Estimated Future Tax Value: \$1,313,347

Fiscal Note: The total estimated tax value at full development is \$1,313,347.

Recommendation: Approve the attached ordinance to annex the 4JP II, LLC property

ATTACHMENTS:

- ❑ **Annexation Ordinance 4JP II 1122863**
- ❑ **4JP II Annexation Plat**

ORDINANCE NO. 20-
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 13th day of February, 2020, after due notice by publication in The Daily Reflector on the 3rd day of February, 2020; 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 “4JPII, LLC” involving 24.585 acres as prepared by Gary S. Miller & Associates P.A.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located along East 14th Street adjacent to Planter’s Walk Subdivision and Quail Ridge Townhomes.

GENERAL DESCRIPTION:

Beginning at a point located at the intersection of the southern right-of-way of Quail Ridge Road and the eastern right-of-way of SR 1704 – E. 14th Street thence running along the eastern right-of-way of SR 1704 – E. 14th Street S 06-36-48 E, 151.64 feet to a point located on the eastern right-of-way of SR 1704 – E. 14th Street the POINT OF BEGINNING; thence from said point of beginning and leaving the eastern right-of-way of SR 1704 – E. 14th Street N 75-10-33 E, 1,253.88 feet to a point; thence S 26-28-21 E, 656.20 feet to a point; thence S 63-34-21 W, 894.33 feet to a point; thence S 80-12-15 W, 634.78 feet to a point located on the eastern right-of-way of SR 1704 – E. 14th Street; thence running along the eastern right-of-way of SR 1704 – E. 14th Street N 05-47-03 W, 506.57 feet to a point located on the eastern right-of-way of SR 1704 – E. 14th Street; thence leaving the eastern right-of-way of SR 1704 – E. 14th Street S 84-12-57 W, 60.00 feet to a point located on the western right-of-way of SR 1704 – E. 14th Street; thence running along the western right-of-way of SR 1704 – E. 14th Street N 05-47-03 W, +260.45 feet to a point located on the western right-of-way of SR 1704 – E. 14th Street; thence leaving the western right-of-way of SR 1704 – E. 14th Street N 75-10-33 E, 60.75 feet to the point of beginning containing 24.585 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 four. 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 four.

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 13th day of February, 2020.

ADOPTED this 13th day of February, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

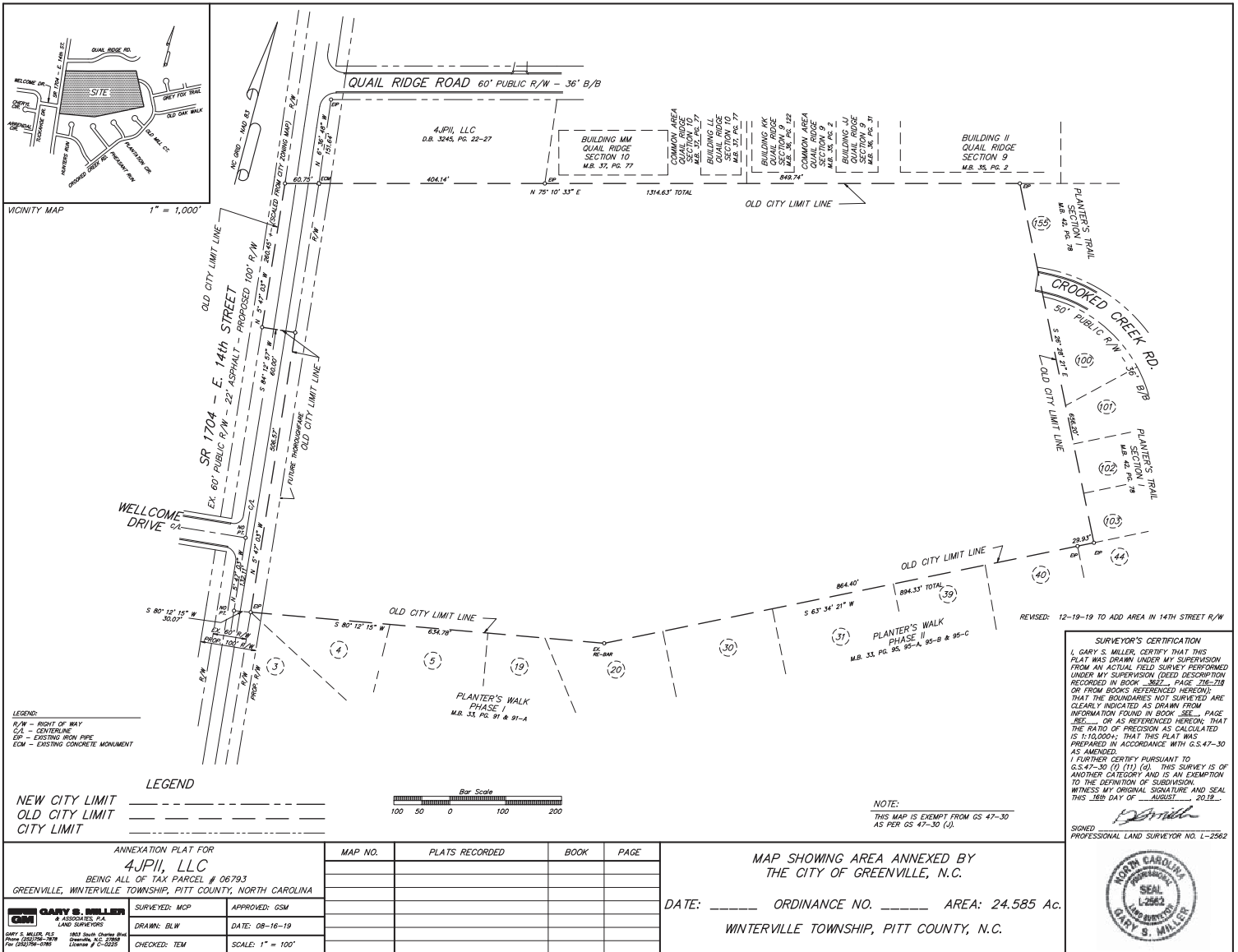
I, Polly Jones, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument 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 _____, 2020.

Notary Public

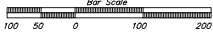
My Commission Expires: _____

1122863



LEGEND:
 R/W - RIGHT OF WAY
 C/L - CENTERLINE
 EP - EXISTING IRON PIPE
 ECM - EXISTING CONCRETE MONUMENT

LEGEND
 NEW CITY LIMIT
 OLD CITY LIMIT
 CITY LIMIT



ANNEXATION PLAT FOR
4JPII, LLC
 BEING ALL OF TAX PARCEL # 06793
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

GARY S. MILLER & ASSOCIATES, P.A. LAND SURVEYORS <small>GARY S. MILLER, P.L.S. Permit 00000000-0000 Permit 00000000-0000 License # 0-0000</small>	SURVEYED: MCP	APPROVED: GSM
	DRAWN: BLW	DATE: 08-16-19
	CHECKED: TEM	SCALE: 1" = 100'

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
 THE CITY OF GREENVILLE, N.C.
 DATE: _____ ORDINANCE NO. _____ AREA: 24.585 Ac.
 WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

NOTE:
 THIS MAP IS EXEMPT FROM GS 47-30
 AS PER GS 47-30 (c).

SURVEYOR'S CERTIFICATION
 I, GARY S. MILLER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____, PAGE 216-218 OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE _____ OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (1) (d), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF SUPERVISION. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 16th DAY OF AUGUST, 2019.

SIGNED _____
 PROFESSIONAL LAND SURVEYOR NO. L-2562





City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Ordinance to annex Davenport Farms at Emerald Park Phase 4 involving 6.6125 acres located off Davenport Farm Road in the Emerald Park Subdivision at the current terminus of Zircon Drive

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Davenport Farms at Emerald Park Phase 4 involving 6.6125 acres located in the Davenport Farms at Emerald Park subdivision near the intersection of Davenport Farms Road and Thomas Langston Road. The subject area is currently undeveloped and is anticipated to yield 23 single-family lots.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: February 3, 2020
2. City Council public hearing date: February 13, 2020
3. Effective date: February 13, 2020

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 6.6125
4. Voting District: 2
5. Township: Winterville

6. Zoning: R9S (Residential [Medium Density Single Family])
7. Land Use: Existing: Vacant
Anticipated: 23 single-family lots
8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	23 x 2.47*	57
Current Minority	-----	0
Estimated Minority at full development	56 x 45.7%	26
Current White	----	0
Estimated White at full development	57 - 26	31

* - average household size in Pitt County

9. Rural Fire Tax District: Red Oak District
10. Greenville Fire District: Station #5 (Distance of 4 miles)
11. Present Tax Value: \$90,593
Estimated Future Tax Value: \$3,797,346

Fiscal Note: The total estimated tax value at full development is \$3,797,346.

Recommendation: Approve the attached ordinance to annex Davenport Farms at Emerald Park Phase 4

ATTACHMENTS:

- ☐ **Annexation_Davenport_Farms_at_Emerald_Park_Ph_4_1122669**
- ☐ **Survey**

ORDINANCE NO. 20-
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 13th day of February, 2020, after due notice by publication in The Daily Reflector on the 3rd day of February, 2020; 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 “Davenport Farms at Emerald Park, Phase 4”, involving 6.6125 acres as prepared by Malpass & Associates.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located off of Davenport Farm Road in Emerald Park Subdivision at the current terminus of Zircon Drive.

GENERAL DESCRIPTION:

Beginning at the southeast corner of Lot 236 Davenport Farms at Emerald Park Phase 3, Section 2 as recorded in map book 84, page 87 of the Pitt County Registry thence from said point of beginning with the eastern line of said Lot 236 N 39-01-05 E – 107.50’, thence S 45-14-47 E – 200.57’, thence S 42-28-32 E – 156.80’, thence N 63-31-57 E – 15.16’, thence S 26-28-03 E – 50.00’, thence S 42-46-56 E – 115.45’ to the northern line of Davenport Farms At Emerald Park Phase 1, Section 3 and Phase 2, Section 1 as recorded in map book 77, pages 2-5, thence with the northern line of Davenport Farms At Emerald Park Phase 1, Section 3 and Phase 2, Section 1 S 63-31-57 W – 148.44’, thence S 49-55-20 W – 66.78’, thence S 18-10-56 W – 178.77’, thence N 71-51-22W – 625.40’ to the eastern line of Davenport Farms At Emerald Park Phase 3, Section 1 as recorded in map book 84, page 5, thence with the eastern line of Davenport Farms At Emerald Park Phase 3, Section 1 and the eastern line of Davenport Farms at Emerald Park Phase 3, Section 2 N 18-06-06 E – 169.08’, thence N 32-38-38 E – 82.62’, thence N 48-19-04 E – 144.98’, thence S 47-19-35 E – 43.29’, thence S 50-23-29 E – 75.95’, thence N 39-01-05 E – 120.13’ to the southern right of way of Zircon Drive, thence with the southern right-of-way of Zircon Drive S 50-58-55 E – 19.78’, thence 21.23’ along the arc of a curve said curve being to the right having a radius of 475.00’ and a chord bearing S 49-42-04 E – 21.23’, thence N 41-34-46 E – 50.00’ to the northern right-of-way of Zircon Drive, thence with the northern right-of-way of Zircon Drive 23.47’ along the arc of a

curve said curve being to the left having a radius of 525.00' and a chord bearing N 49-42-04 W – 23.47', thence N 50-58-55 W – 18.51' to the point of beginning containing 6.6125 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 13th day of February, 2020.

ADOPTED this 13th day of February, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

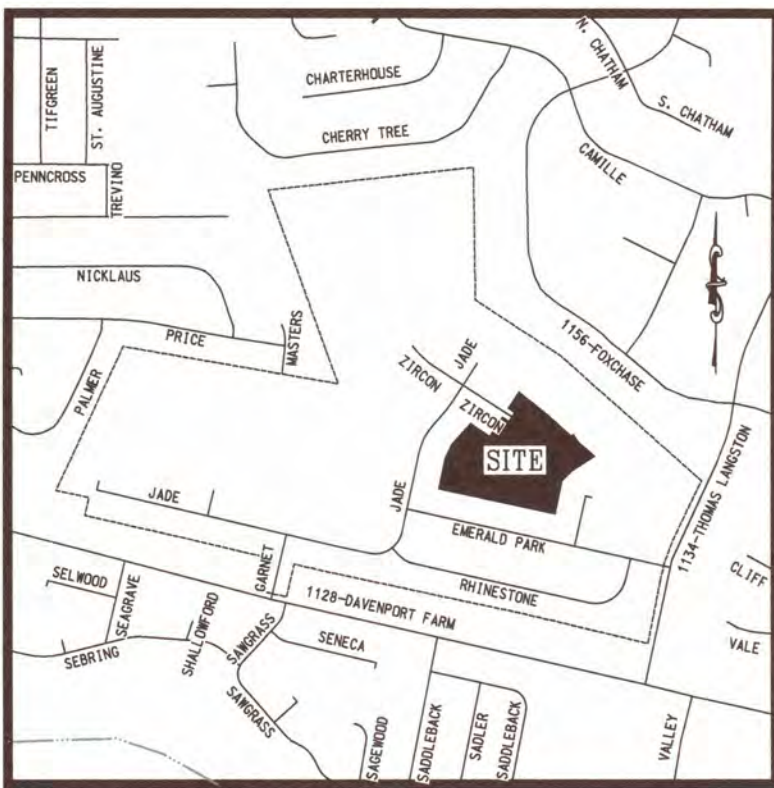
I, Polly Jones, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument 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 _____, 2020.

Notary Public

My Commission Expires: _____

1122669



VICINITY MAP
1"=1000'

EMERALD PARK
PHASE 1, SECTION 1
MB 68, PPG. 24
COMMON
AREA

DAVENPORT FARMS AT
EMERALD PARK
PHASE 3, SECTION 1
MB 84, PG. 5

PROGRESS
DRAWING

EMERALD PARK
PHASE 1, SECTION 2
MB 69, PPG. 194

PARCEL NUMBER 33365

ANNEXATION MAP FOR
DAVENPORT FARMS AT EMERALD PARK
PHASE 4

A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 3509, PAGE 705
OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: BILL CLARK HOMES
OF GREENVILLE, LLC
ADDRESS: 200 E. ARLINGTON BLVD, STE A
GREENVILLE, NC 27858
PHONE: (252) 355-2000

MALPASS & ASSOCIATES
1645 E. ARLINGTON BLVD., SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED:	CEP	APPROVED:	CEP
DRAWN:	WCO	DATE:	12/13/19
CHECKED:	CEP	SCALE:	1" = 100'

LEGEND

NEW CITY LIMITS = - - - - -
EXISTING CITY LIMITS = - - - - -
OLD CITY LIMITS = - - - - -

MAP NO.	PLATS RECORDED	BOOK	PAGE



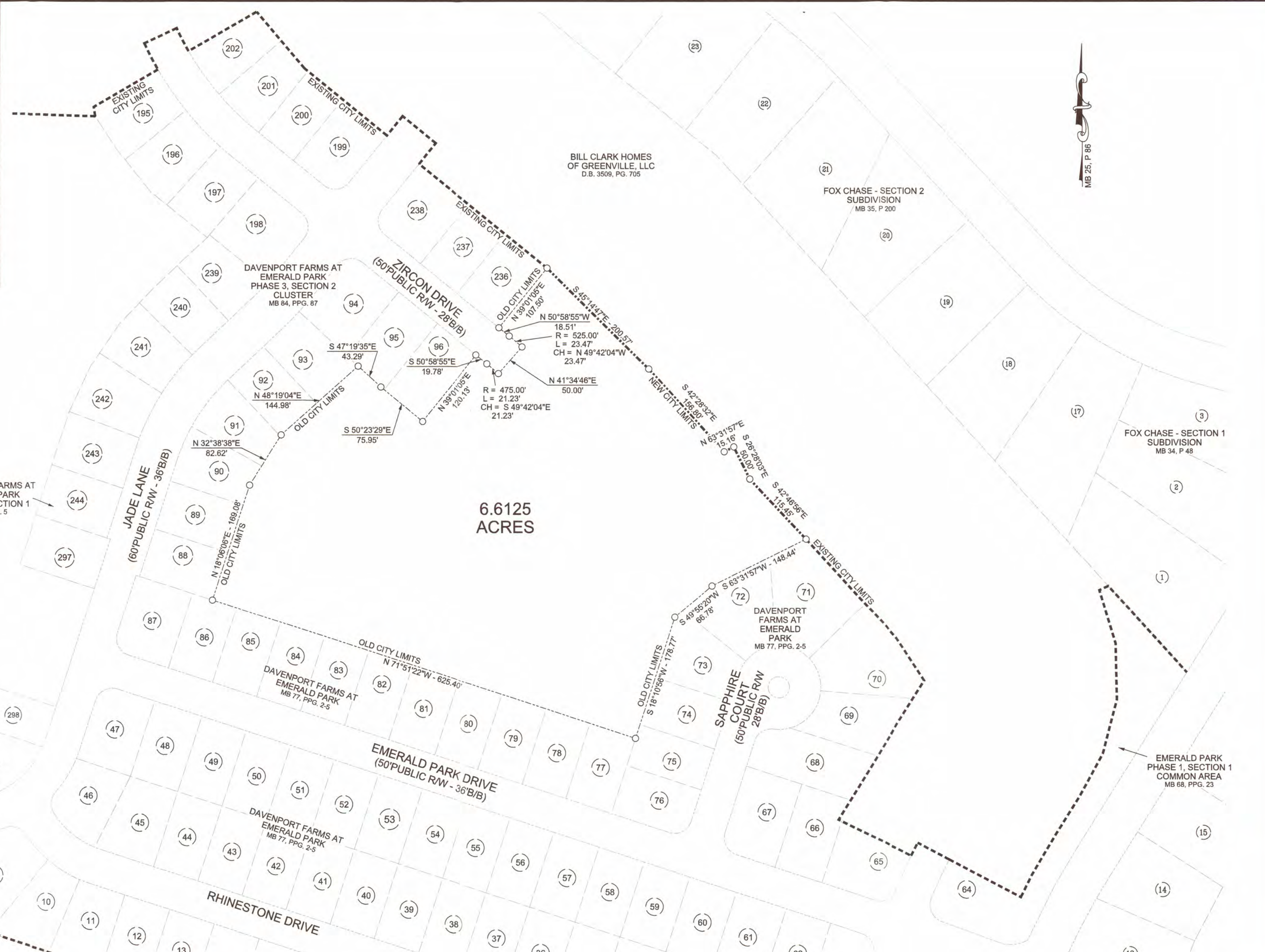
MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.

DATE: _____; ORDINANCE NUMBER: _____; AREA: 6.6125 ACRES
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

I, CARLTON E. PARKER CERTIFY THAT THIS MAP
WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM
AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION,
THAT THE RATIO OF PRECISION AS CALCULATED IS
1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE
SHOWN AS BROKEN LINES PLOTTED FROM
INFORMATION FOUND IN
BOOK _____, PAGE _____
WITNESS MY ORIGINAL SIGNATURE,
REGISTRATION NUMBER AND SEAL

THIS _____ DAY OF _____ A.D., 2019.

CARLTON E. PARKER L-2980



6.6125
ACRES

MB 25, P 86

FOX CHASE - SECTION 2
SUBDIVISION
MB 35, P 200

FOX CHASE - SECTION 1
SUBDIVISION
MB 34, P 48

DAVENPORT FARMS AT
EMERALD
PARK
MB 77, PPG. 2-5

EMERALD PARK
PHASE 1, SECTION 1
COMMON AREA
MB 68, PPG. 23



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Ordinance to annex Bobby W. Joyner property involving 7.794 acres on the northern side of East Fire Tower Road and between Charles Boulevard and East 14th Street

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Bobby W. Joyner property involving 7.794 acres on the northern side of East Fire Tower Road and between Charles Boulevard and East 14th Street. The subject area is currently farmland and is anticipated to yield 86 multi-family units.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: February 3, 2020
2. City Council public hearing date: February 13, 2020
3. Effective date: February 13, 2020

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 7.794
4. Voting District: 4
5. Township: Winterville
6. Zoning: OR (Office-Residential)

7. Land Use: Existing: Farmland
 Anticipated: 86 multi-family units.

8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	86 x 2.47*	212
Current Minority	-----	0
Estimated Minority at full development	212 x 45.7%	97
Current White	-----	0
Estimated White at full development	212 - 97	115

* - average household size in Pitt County

9. Rural Fire Tax District: Eastern Pines

10. Greenville Fire District: Station #3 (Distance of 2 miles)

11. Present Tax Value: \$194,809
 Estimated Future Tax Value: \$12,287,069

Fiscal Note: The total estimated tax value at full development is \$12,287,069.

Recommendation: Approve the attached ordinance to annex Bobby W. Joyner property

ATTACHMENTS:

- ☐ **Annexation_Bobby_W_Joyner_1122667**
- ☐ **Survey**

ORDINANCE NO. 20-
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 13th day of February, 2020, after due notice by publication in The Daily Reflector on the 3rd day of February, 2020; 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 “Bobby W. Joyner”, involving 7.794 acres as prepared by Gary S. Miller & Associates, P.A..

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located along the north side of E. Fire Tower Road and between Charles Boulevard and E. 14th Street.

GENERAL DESCRIPTION:

Beginning at an existing iron pipe having NC Grid Coordinates N 666321.57 and E 2492065.64 and being located at the intersection of the northern right of way of E. Fire Tower Road and the southwest property corner of Lot 1, Meeting Place Subdivision as recorded in Map Book 38, Page 136, Pitt County Registry; thence running along the northern right of way of E. Fire Tower Road S 56-06-41 W, 142.52 feet to a point located on the northern right of way of E. Fire Tower Road the POINT OF BEGINNING; thence from said point of beginning and continuing along the northern right of way of E. Fire Tower Road S 56-06-41 W, 50.00 feet to a point located on the northern right of way of E. Fire Tower Road; thence leaving the northern right of way of E. Fire Tower Road N 33-53-18 W, 79.63 feet to a point; thence with a curve to the right having a radius of 275.00 feet a chord bearing and distance N 18-57-27 W, 141.71 feet to a point; thence N 04-01-36 E, 276.88 feet to a point; thence with a curve to the left having a radius of 20.00 feet a chord bearing and distance N 48-16-26 W, 27.91 feet to a point; thence S 87-28-45 W, 182.27 feet to a point; thence N 04-01-37 W, 680.22 feet to an existing iron pipe; thence continuing N 04-01-37 W, 16.90 feet to a point located in the centerline of Meeting House Branch; thence running along the centerline of Meeting House Branch the following courses and distances S 81-43-58 E, 79.98 feet to a point; thence N 81-02-34 E, 78.36 feet to a point; thence N 84-13-25 E, 49.69 feet to a point; thence N 82-48-50 E, 97.83 feet to a point; thence N 86-34-06 E, 54.69 feet to a point; thence N 81-23-03 E, 65.80 feet to a point; thence N 59-24-42 E, 56.81 feet to a point; thence leaving the

centerline of Meeting House Branch and following the western property line of Meeting Place Subdivision as recorded in Map Book 38, Page 136, Pitt County Registry the following courses and distances S 02-31-16 E, 10.18 feet to an existing iron pipe; thence continuing S 02-31-16 E, 675.88 feet to a point; thence S 87-28-45 W, 205.01 feet to a point; thence S 04-01-36 E, 345.07 feet to a point; thence with a curve to the left having a radius of 225.00 feet a chord bearing and distance S 18-57-27 E, 115.94 feet to a point; thence S 33-53-18 E, 79.63 feet to the point of beginning containing 7.794 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 four. 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 four.

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 13th day of February, 2020.

ADOPTED this 13th day of February, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

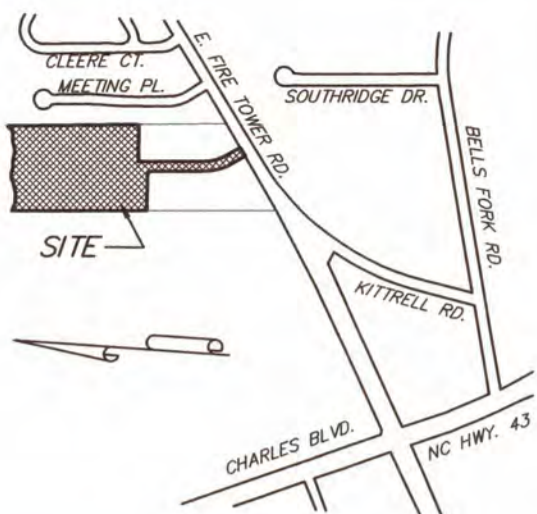
I, Polly Jones, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument 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 _____, 2020.

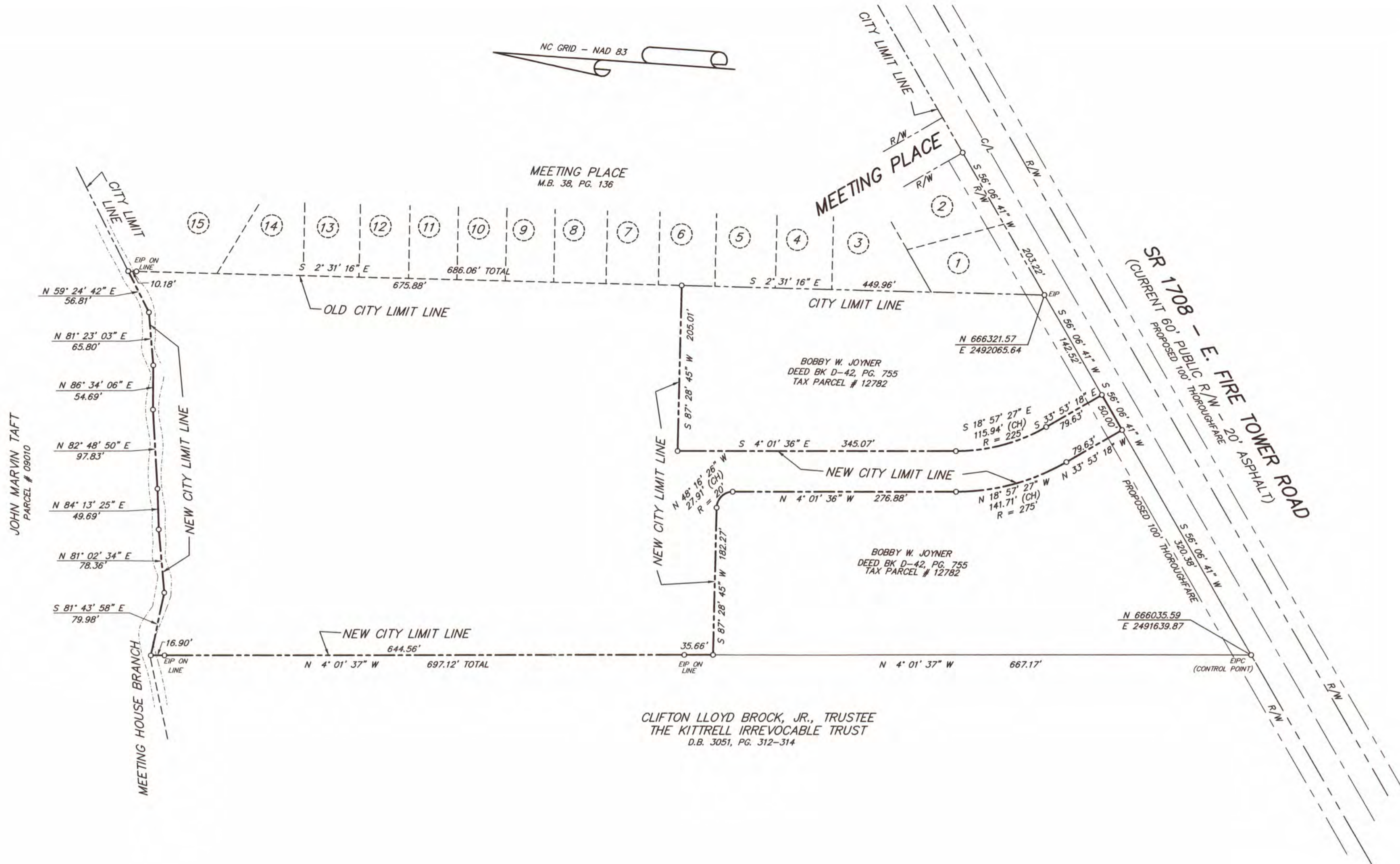
Notary Public

My Commission Expires: _____

1122667



VICINITY MAP 1" = 1,000'



LEGEND

- R/W - RIGHT OF WAY
- C/L - CENTERLINE
- EIP - EXISTING IRON PIPE
- EIPC - EXISTING IRON PIPE WITH CAP

LEGEND

- NEW CITY LIMIT
- OLD CITY LIMIT
- CITY LIMIT



NOTE:
THIS MAP IS EXEMPT FROM GS 47-30 AS PER GS 47-30 (J).

SURVEYOR'S CERTIFICATION

I, GARY S. MILLER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK D-42, PAGE 755, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE, PAGE REF., OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) (d), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 30TH DAY OF DECEMBER, 2019.

SIGNED
PROFESSIONAL LAND SURVEYOR NO. L-2562



ANNEXATION PLAT FOR
BOBBY W. JOYNER
BEING A PORTION OF TAX PARCEL # 12782
WINTERVILLE TOWNSHIP, PITT CO., N.C.

 GARY S. MILLER, PLS & ASSOCIATES, P.A. LAND SURVEYORS <small>GARY S. MILLER, PLS Phone (252)756-7878 Fax (252)756-0785 1803 South Charles Blvd. Greenville, N.C. 27838 License # C-0225</small>	SURVEYED: MCP	APPROVED: GSM
	DRAWN: BLW	DATE: 12-30-19
	CHECKED: TEM	SCALE: 1" = 100'

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.
DATE: _____ ORDINANCE NO. _____ AREA: 7.794 AC.
WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Ordinance to annex Taberna Phase 4 involving 13.8318 acres located on the western side of Frog Level Road just north of the intersection of Davenport Farm Road

Explanation: **Abstract:** The City received a voluntary annexation petition to Taberna Phase 4 involving 13.8318 acres located on the western side of Frog Level Road just north of the intersection of Davenport Farm Road. The subject area is currently undeveloped and is anticipated to yield 29 single-family lots.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: February 3, 2020
2. City Council public hearing date: February 13, 2020
3. Effective date: February 13, 2020

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 13.8318
4. Voting District: 2
5. Township: Winterville
6. Zoning: R6A (Residential [Medium Density])

7. Land Use: Existing: Vacant
 Anticipated: 29 single-family lots

8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	29 x 2.47*	72
Current Minority	-----	0
Estimated Minority at full development	71 x 45.7%	33
Current White	----	0
Estimated White at full development	72 - 33	39

* - 2.47 average household size in Pitt County

9. Rural Fire Tax District: Red Oak
10. Greenville Fire District: Station #5 (Distance of 5 miles)
11. Present Tax Value: \$380,333
 Estimated Future Tax Value: \$6,090,000

Fiscal Note: The total estimated tax value at full development is \$6,090,000.

Recommendation: Approve the attached ordinance to annex Taberna Phase 4

ATTACHMENTS:

- ☐ **Annexation_Taberna_Ph_4_1122668**
- ☐ **Survey**

ORDINANCE NO. 20-
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 13th day of February, 2020, after due notice by publication in The Daily Reflector on the 3rd day of February, 2020; 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 “Taberna, Phase 4”, involving 13.8318 acres as prepared by Malpass & Associates.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located on the western side of Frog Level Road, north of the intersection with Davenport Farm Road.

GENERAL DESCRIPTION:

Beginning at a point in the western right-of-way of NCSR 1127 (Frog Level Road) said point being the southeast corner of Lot 54 Taberna Phase 2 Section 1 as recorded in map book 65, page 83 of the Pitt County Registry and being located N 03-23-57 W – 1,983.98’ from the centerline intersection of NCSR 1127 and NCSR 1128 (Davenport Farm Road), thence from said point of beginning with the western right-of-way of NCSR 1127 S 04-33-32 E – 1062.52’, thence leaving the western right-of-way of NCSR 1127 S 85-26-28 W – 117.69’, thence S 45-22-12 W – 383.32’, thence S 85-26-28 W – 248.82’ to the eastern line of Taberna Phase 1 Section 1 as recorded in map book 61, page 8, thence with the eastern line of Taberna Phase 1 Section 1 N 06-39-54 W – 47.30’, thence N 00-50-20 E – 37.14’, thence N 05-22-49 E 19.72’ to southern right-of-way of Josh Court, thence with the southern right-of-way of Josh Court 191.93’ along the arc of a curve, said curve being to the left having a radius of 50.00’ and a chord bearing N 15-24-38 E – 93.99’ to the northern right-of-way of Josh Court, thence with the northern right-of-way of Josh Court S 85-26-28 W – 16.62’, thence leaving the northern right-of-way of Josh Court N 05-22-49 E -121.69’ to the southeast corner of Taberna Phase 1 Section 2 as recorded in map book 62, page 38, thence with the eastern line of Taberna Phase 1 Section 2 N 05-22-49 E – 350.40’, thence N 15-07-02 E – 72.33’, thence N 16-48-29 E – 199.66’ to the southeast corner of Taberna Phase 2 Section 1 as recorded in map book 65, page 83, thence with the eastern line of Taberna Phase 2 Section 1 N 16-48-29 E – 126.23’, thence N 17-51-43 E – 197.22’, thence N 64-49-28 E – 279.36’, thence N 85-26-28 E – 77.94’ to the point of beginning containing 13.8318 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 13th day of February, 2020.

ADOPTED this 13th day of February, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

I, Polly Jones, a Notary Public for said County and State, certify that Valerie Shiuwegar 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.

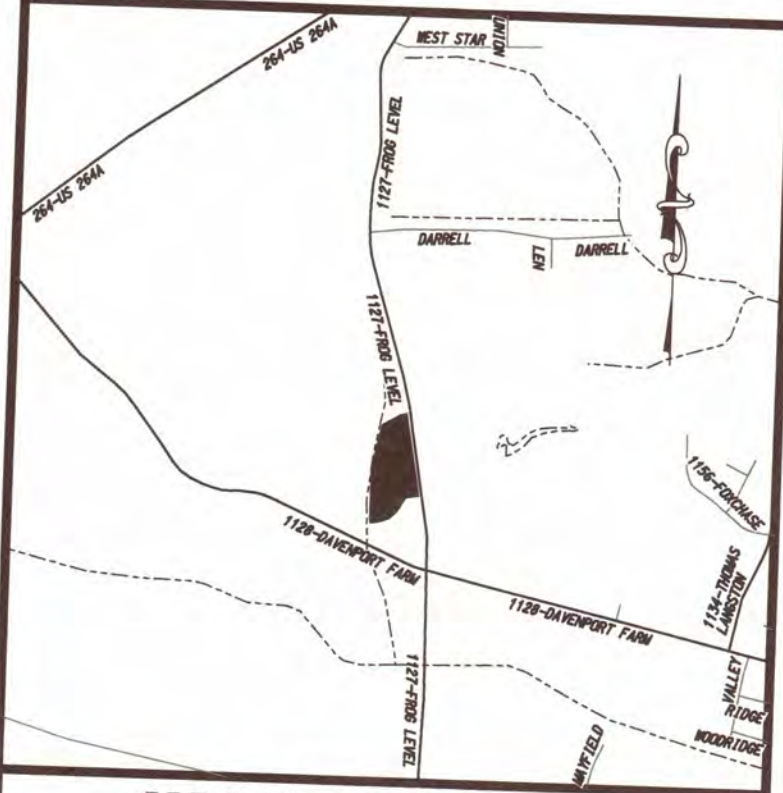
WITNESS my hand and official seal this ____th day of _____, 2020.

Notary Public

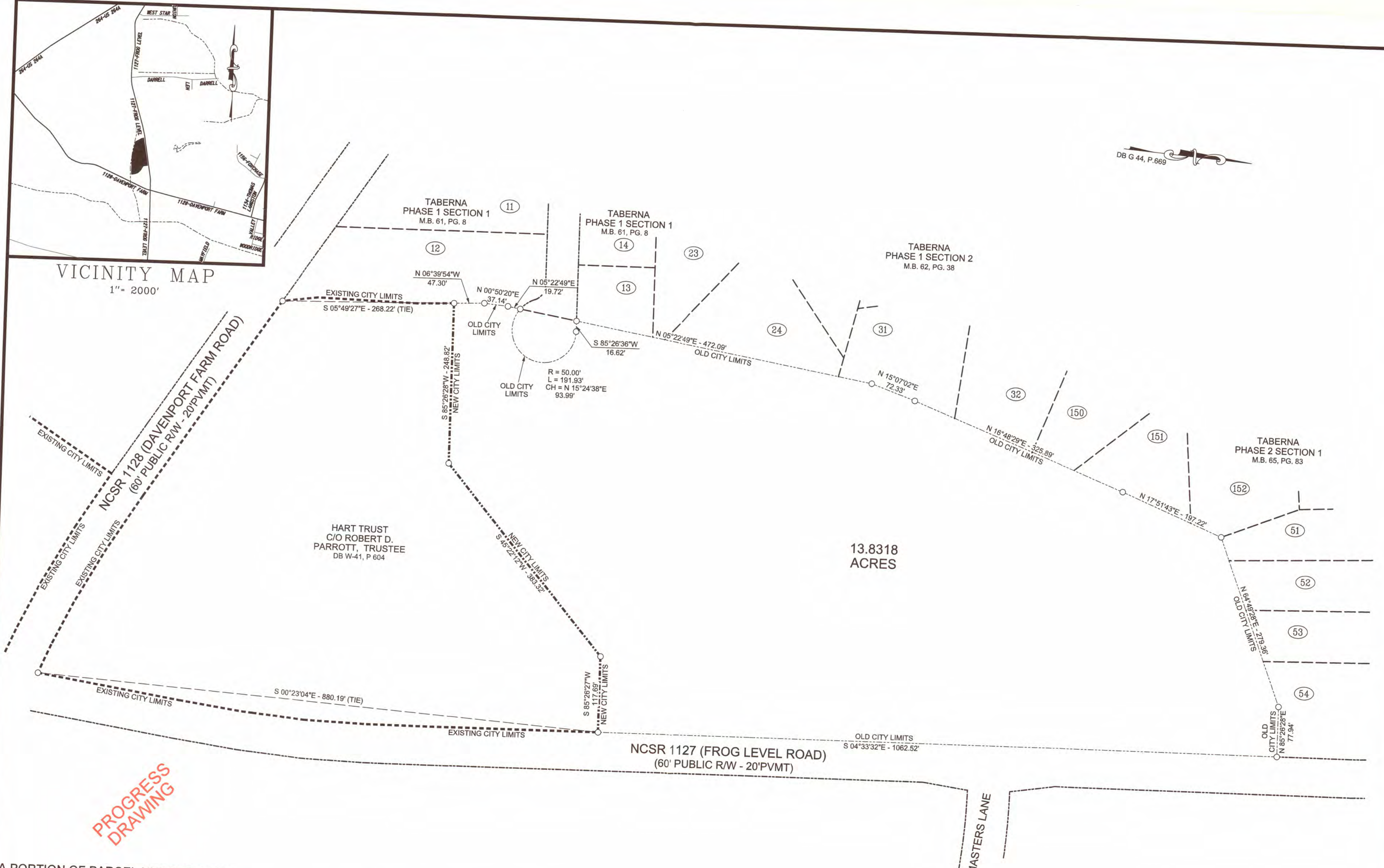
My Commission Expires: _____

1122668

DB G 44, P.669



VICINITY MAP
1" = 2000'



**PROGRESS
DRAWING**

A PORTION OF PARCEL NUMBER 10440

**ANNEXATION MAP FOR
TABERNA - PHASE 4**

REFERENCE DEED BOOK W-41, PAGE 604,
OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: HART TRUST
C/O ROBERT D. PARROTT, CPA, TRUSTEE
ADDRESS: 1003 RED BANKS ROAD
GREENVILLE, NC 27858
PHONE: (252) 531-5824

MALPASS & ASSOCIATES
1645 E. ARLINGTON BLVD., SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED:	CEP	APPROVED:	CEP
DRAWN:	WCO	DATE:	12/04/2019
CHECKED:	CEP	SCALE:	1" = 100'

LEGEND

NEW CITY LIMITS =	-----
EXISTING CITY LIMITS =
OLD CITY LIMITS =	-----



MAP NO.	PLATS RECORDED	BOOK	PAGE

**MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.**

DATE: _____; ORDINANCE NUMBER: _____; AREA: 13.8318 ACRES

WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

I, CARLTON E. PARKER CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____, PAGE _____

WITNESS MY ORIGINAL SIGNATURE,
REGISTRATION NUMBER AND SEAL

THIS _____ DAY OF _____ A.D., 2020.

CARLTON E. PARKER L-2980



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Ordinance requested by Tipton Rentals, LLC to rezone 2.514 acres located at Sara Lane off of Evans Street from R9 (Residential [Medium Density]) to R6 (Residential [High Density Multi-family])

Explanation: **Abstract:** The City has received a request by Tipton Rentals, LLC to rezone 2.514 acres located at Sara Lane off of Evans Street from R9 (Residential [Medium Density]) to R6 (Residential [High Density Multi-family]).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on January 6, 2020.

On-site sign(s) posted on January 6, 2020.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on January 28, 2020.

Public hearing legal advertisement published on February 3, 2020 and February 10, 2020.

Comprehensive Plan:

The Future Land Use and Character Map recommends high density residential (HDR) in this area.

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 development
- 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)

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

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 200 trips to and from the site on Evans Street, which is a net increase of 95 additional trips per day.

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

History/Background:

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20. By 1976, it was rezoned to its current zoning.

Existing Land Uses:

Currently, the property contains eight (8) duplex buildings (16 units).

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property is located in the Fork Swamp Watershed. If stormwater rules apply, it would require 10-year detention and nitrogen 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: R6 - Brookfield Apartments
South: R6 - Willoughby Park Apartments
East: R9S - Pinewood Forest Subdivision
West: R6- Elizabeth Heights Duplexes

Density Estimates:

Currently, the property contains eight (8) duplex buildings (16 units).

Under the proposed zoning, the site could accommodate 25-30 multi-family units.

Anticipated buildout is 2-3 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 unanimously to approve the request at its January 21, 2020 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_Tipton_Rentals_LLC_1122718**
- ❑ **Minutes_Tipton_Rentals_LLC_1122750**
- ❑ **Tipton Rezoning Attachments**

ORDINANCE NO. 20-
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 13th day of February, 2020, 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 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 R9 (Residential) to R6 (Residential).

TO WIT: Tipton Rentals, LLC

LOCATION: Located at Sara Lane off Evans Street.

DESCRIPTION: Beginning at a point located at the intersection of the western right-of-way of Evans Street and the northern right-of-way of Sara Lane said point also being the southeast property corner of Lot 1, Block A, Elizabeth Heights Subdivision (Revised) as recorded in Map Book 28, Page 42, Pitt County Registry; thence running along the northern right-of-way of Sara Lane the following courses and distances N 81-20-00 W, 384.59 feet to a point; thence with a curve to the left having a radius of 50.00 feet a chord bearing and distance N 27-33-31 W, 10.85 feet to a point; thence leaving the northern right-of-way of Sara Lane N 08-40-00 E, 131.25 feet to an existing iron pipe; thence S 81-20-00 E, 387.66 feet to an existing iron pipe located on the western right-of-way of Evans Street; thence running along the western right-of-way of Evans Street the following courses and distances S 07-02-00 W, 100.61 feet to a point; thence S 07-58-30 W, 39.43 feet to the point of beginning containing 1.251 acres.

Section 2. That the following described territory is rezoned from R9 (Residential) to R6 (Residential).

TO WIT: Tipton Rentals, LLC

LOCATION: Located at Sara Lane off Evans Street.

DESCRIPTION: Beginning at a point located at the intersection of the western right-of-way of Evans Street and the southern right-of-way of Sara Lane said point also being the northeast property corner of Lot 1, Block B, Elizabeth Heights Subdivision (Revised) as recorded in Map Book 28, Page 42, Pitt County Registry; thence running along the western right-of-way of Evans Street the following courses and distances S 07-58-29 W, 10.04 feet to a point; thence S 09-02-00 W, 99.66 feet to a point; thence S 09-07-00 W, 30.36 feet to an existing re-bar; thence leaving the western right-of-way of Evans Street N 81-19-30 W, 392.74 feet to a point; thence N 08-40-00 E, 129.30 feet to a point located on the southern right-of-way of Sara Lane; thence running along the southern right-of-way of Sara Lane with a curve to the left having a radius of 50.00 feet a chord bearing and distance N 46-30-18 E, 13.54 feet to a point located on the southern right-of-way of Sara Lane; thence continuing along the southern right-of-way of Sara Lane S 81-20-06 E, 385.20 feet to the point of beginning containing 1.263 acres.

Section 3. That the Director of Planning and Development Services is directed to amend the zoning 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 13th day of February, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1122718

Excerpt from the draft Planning & Zoning Commission Minutes (1/21/2020)

ORDINANCE REQUESTED BY TIPTON RENTALS, LLC TO REZONE 2.514 ACRES LOCATED AT SARA LANE OFF OF EVANS STREET FROM R9 (RESIDENTIAL [MEDIUM DENSITY]) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY] – APPROVED

Mr. Sceviour delineated the property. Currently, the both tracts contains eight (8) duplex buildings or 16 units. Although not in the flood plain, the tracts are located in the Fork Swap Watershed and if stormwater rules apply, 10-year detention and nitrogen reduction. A net increase of 95 trips per day is expected. Under the requested zoning, it can accommodate 25 - 30 multi-family units. The Future Land Use and Character Map recommends high density residential then transitioning to commercial along Greenville Blvd. 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. Bryan Fagundus, Tipton Rentals representative, spoke in favor of the request. He stated that with the existing duplexes being there 25 years it only made sense to update the zoning with all the land use changes taking place around the property.

No one spoke in opposition

Motion made by Mr. Parker, seconded by Mr. Collins, to recommend approval for 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.

Tipton Rentals, LLC

From: R9

To: R6

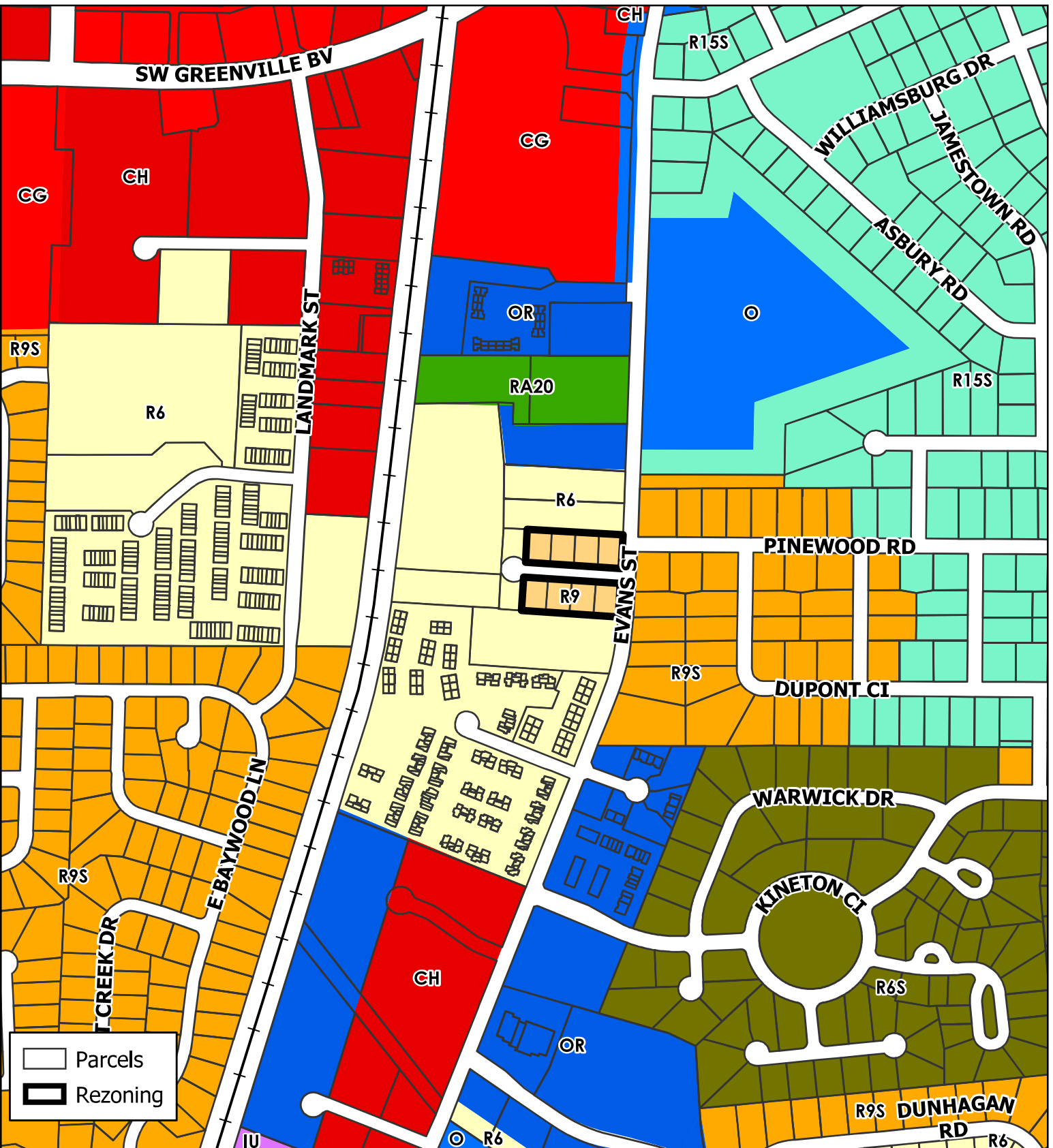
Total Acres: 2.514

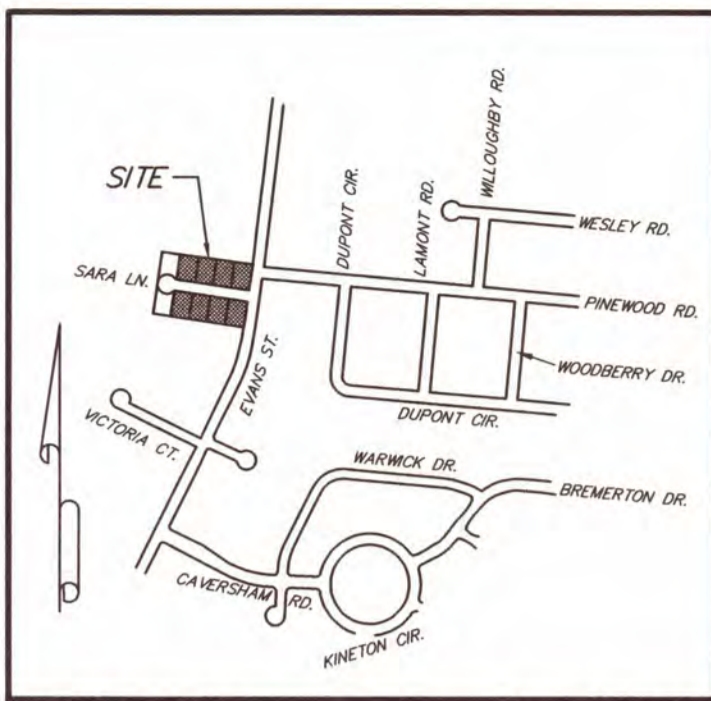
January 6, 2020

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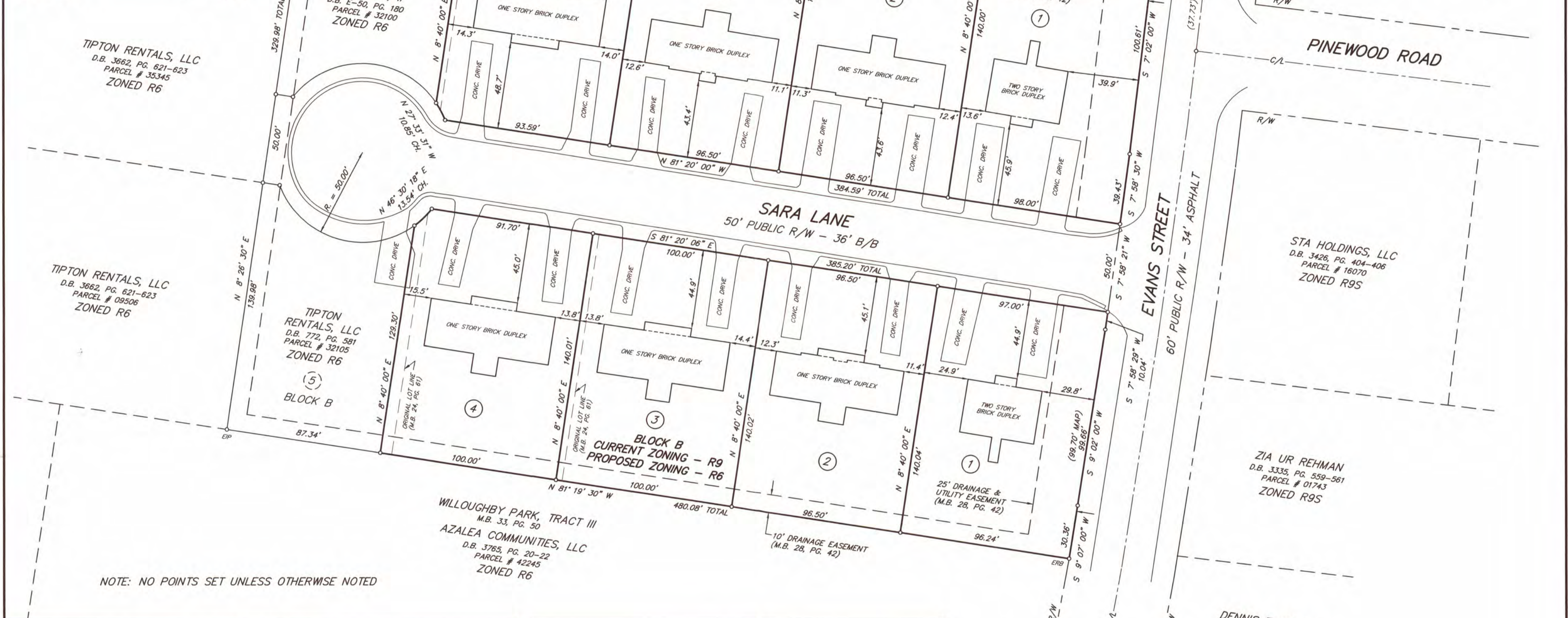


0 0.03 0.07 0.13 Miles





VICINITY MAP 1" = 1,000'



NOTE: NO POINTS SET UNLESS OTHERWISE NOTED



- REFERENCE:
 MAP BK. 28, PG. 42
 MAP BK. 24, PG. 61
 DEED BK. 772, PG. 581
 DEED BK. 2699, PG. 442-443
 DEED BK. N-46, PG. 300
 DEED BK. 754, PG. 662
 DEED BK. 2699, PG. 440-441
 PARCEL #'S 32096, 32097, 32098, 32099, 32101, 32102, 32103 & 32104



I, Gary S. Miller, certify to the following:
 This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;
 that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book SEE, Page REF. or other reference source); that the boundaries not surveyed are indicated as drawn from information in Book SEE, Page REF. or other reference source ; that the ratio of precision or positional accuracy is 1:10,000+; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).
 Witness my hand and seal this 13th day of DECEMBER, 2019.
 Signed G. Miller
 Professional Land Surveyor No. L-2562

LEGEND:
 EIP - EXISTING IRON PIPE
 ERB - EXISTING RE-BAR
 ECM - EXISTING CONCRETE MONUMENT
 C/L - CENTERLINE
 R/W - RIGHT OF WAY
 B/B - BACK TO BACK

REZONING MAP FOR
TIPTON RENTALS, LLC

LOTS 1, 2, 3 & 4, BLOCK A
 & LOTS 1, 2, 3 & 4, BLOCK B
 ELIZABETH HEIGHTS SUBDIVISION (REVISED)
 AS RECORDED IN MAP BK. 28, PG. 42
 OF THE PITT COUNTY REGISTRY
 GREENVILLE, WINTERVILLE TOWNSHIP
 PITT COUNTY, NORTH CAROLINA

OWNER(S) TIPTON RENTALS, LLC
 ADDRESS 234 GREENVILLE BLVD., GREENVILLE, NC 27858
 PHONE 252-756-0911

GARY S. MILLER
 & ASSOCIATES, P.A.
 LAND SURVEYORS

GARY S. MILLER, PLS
 Phone (252)756-7878
 Fax (252)756-0785

1803 South Charles Blvd.
 Greenville, N.C. 27858
 License # C-0225

SURVEYED: MCP
 DRAWN: BLW
 CHECKED: GSM

APPROVED: GSM
 DATE: 12-13-19
 SCALE: 1" = 40'

AREA TO BE REZONED
 BLOCK A, LOTS 1, 2, 3 & 4 - 54,509 Sq. Ft. / 1.251 Ac.
 BLOCK B, LOTS 1, 2, 3 & 4 - 55,010 Sq. Ft. / 1.263 Ac.
 TOTAL - 109,519 Sq. Ft. / 2.514 Ac.

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 19-22

Applicant: Tipton Rentals, LLC

Property Information

Current Zoning: R9 (Residential [Medium Density Multi-Family])

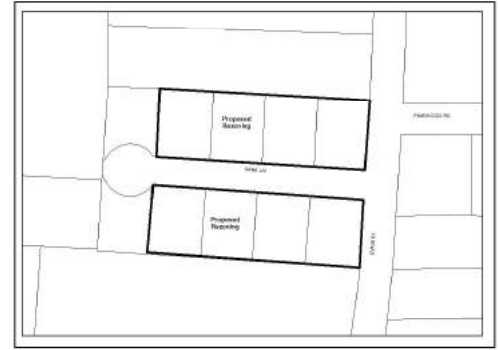
Proposed Zoning: R6 (Residential [High Density Multi-Family])

Current Acreage: 2.514 acres

Location: Evans St, south of Pinewood Road

Points of Access: Evans Street

Location Map



Transportation Background Information

1.) Evans Street- 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	100
Speed Limit (mph)	45	no change
Current ADT:	25,980 (*)	
Design ADT:	14,300 vehicles/day (**)	39,700 vehicles/day (**)
Controlled Access	No	

Thoroughfare Plan Status Major Thoroughfare

Other Information: There are no sidewalks along Evans 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: U-2817 - SR 1711 (WORTHINGTON ROAD) IN WINTERVILLE TO US 264 ALTERNATE (GREENVILLE BOULEVARD) IN GREENVILLE. WIDEN TO MULTI-LANES.

Trips generated by proposed use/change

Current Zoning: 105 -vehicle trips/day (*) **Proposed Zoning: 200** -vehicle trips/day (*)

Estimated Net Change: increase of 95 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 Evans Street are as follows:

1.) Evans Street , North of Site (60%): “No build” ADT of 25,980

Estimated ADT with Proposed Zoning (full build) – 26,100
 Estimated ADT with Current Zoning (full build) – 26,043
Net ADT change = 57 (<1% increase)

2.) Evans Street , South of Site (40%): "No build" ADT of 25,980

Estimated ADT with Proposed Zoning (full build) – 26,060

Estimated ADT with Current Zoning (full build) – 26,022

Net ADT change = 38 (<1% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 200 trips to and from the site on Evans Street, which is a net increase of 95 additional trips per day.

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

EXISTING ZONING	
R9 (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	
	City of Greenville municipal government building or use
	b. (see also section 9-4-103)
(5) Agricultural/Mining	
	Farming; agricultural, horticulture, forestry (see also
	a. 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	
	* 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	
R9 (RESIDENTIAL) - SPECIAL USES	
(1) General	
	* None
(2) Residential	

	o(1).	Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations		
	a.	Home occupation; not otherwise listed
	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)
(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		
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	

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 and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR	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, MR	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

*The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

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



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item:

Ordinance requested by Rocky Russell Development, LLC to rezone 0.1817 acres (7,917 square feet) located at 4020 Laurel Ridge Drive from O (Office) to R6A (Residential [Medium Density Multi-family])

Explanation:

Abstract: The City has received a request by Rocky Russell Development, LLC to rezone 0.1817 acres (7,917 square feet) located at 4020 Laurel Ridge Drive from O (Office) to R6A (Residential [Medium Density Multi-family]).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on January 6, 2020.

On-site sign(s) posted on January 6, 2020.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on January 28, 2020.

Public hearing legal advertisement published on February 3, 2020 and February 10, 2020.

Comprehensive Plan:

The Future Land Use and Character Map recommends low-medium density residential (LMDR) at the southeast corner of the intersection of Allen Drive and Laurel Ridge Road and extending to the west

Residential, Low-Medium Density

Residential, low to medium density areas are primarily single-family developments arranged along wide, curvilinear streets with few intersections. Building and lot size range in size and density but tend to be highly consistent within a development with limited connectivity between different residential types and non-residential uses.

Intent:

- Provide better pedestrian and vehicular connectivity between residential developments
- Improve streetscape features such as consistent sidewalks, lighting, and street trees

Primary Uses:

Single-family detached residential

Secondary Uses:

Two-family residential

Institutional/civic (neighborhood scale)

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

Based on the analysis comparing the existing zoning (11 daily trips) and requested rezoning, the proposed rezoning could generate approximately 10 trips to and from the site on Allen Road, which is a net decrease of 1 less trip per day. Since the traffic analysis for the requested rezoning indicates that the proposal would generate less traffic than the existing zoning, a traffic volume report was not generated.

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

History/Background:

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20. In 2003, the property was rezoned to its current zoning.

Existing Land Uses:

Vacant (platted as part of the Stonehaven Subdivision)

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic 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: O - Stonehaven Subdivision
South: O - One (1) vacant lot
East: O - One (1) vacant lot
West: R6A - Stonehaven Subdivision

Density Estimates:

Under the current zoning, the site could accommodate 1,000+/- sq. ft. of office space.

Under the proposed zoning, the site could accommodate one (1) single-family lot.

The anticipated build-out is within 1 year.

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 unanimously to approve the request at its January 21, 2020 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:

- ▣ **Rocky Russell Rezoning Ordinance 1122713**
- ▣ **Minutes - Rocky Russell Rezoning 1122755**
- ▣ **Rocky Russell Rezoning Attachments**

LOCATION: Located at 4020 Laurel Ridge Drive.

DESCRIPTION: Beginning at an iron pipe located in the northern right-of-way of Laurel Ridge Drive, said iron pipe being the common corner between Lot 3, Landover Subdivision and Lot 5, Stone Haven @ Landover, Section 1, the point of beginning; thence from said point of beginning with the northern right-of-way of Laurel Ridge Drive along an arc to the right, said arc having a chord bearing S 85°42'42" W – 42.98' to an iron pipe, thence continuing with right-of-way of Laurel Ridge Drive S 88°18'30" W – 24.34' to an iron pipe, thence with Lot 6 N 01°41'30" W – 124.60' to an iron pipe, thence with Lot 7 N 88°18'30" E – 60.14' to an iron pipe, thence with Lot 3 S 05°01'05" W – 122.86' to an iron pipe, the point beginning being Lot 5, Stone Haven @ Landover, Section 1 containing 7,917 square feet (0.1817 acres).

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

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 13th day of February, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1122713

Excerpt from the draft Planning & Zoning Commission Minutes (1/21/2020)

ORDINANCE REQUESTED BY ROCKY RUSSELL DEVELOPMENT, LLC TO REZONE 0.1817 ACRES LOCATED AT 4020 LAUREL RIDGE DRIVE FROM O (OFFICE) TO R6A (RESIDENTIAL [MEDIUM DENSITY MULTI-FAMILY]) – APPROVED

Mr. Sceviour delineated the property. The property is currently vacant, it is surrounded by single-family development and vacant land. The property is not in the flood plain, however it is located in the Greens Mill Run Watershed and if stormwater rules were to apply then 25-year detention and nitrogen and phosphorus reduction would be required. This is a tweak of the zoning line that was established in 2003 to enable the developer to finish building out the existing subdivision. The Future Land Use and Character Map shows the property as low to medium density residential. 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 asked if there is easement on this tract that can't be built on.

Mr. Sceviour replied there is drainage easement. However, it doesn't restrict use of the property because it falls outside of the building envelope.

Mr. Rocky Russell, petitioner, spoke in favor of the request, stating the firm that handled the 2003 rezoning did not line up the zoning map with the subdivision plat. This parcel being zoned office was an oversight.

Motion made by Mr. Parker, seconded by Mr. Guth, to recommend approval for 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.

Rocky Russell Development, LLC

From: O

To: R6A

Acres: 0.1817

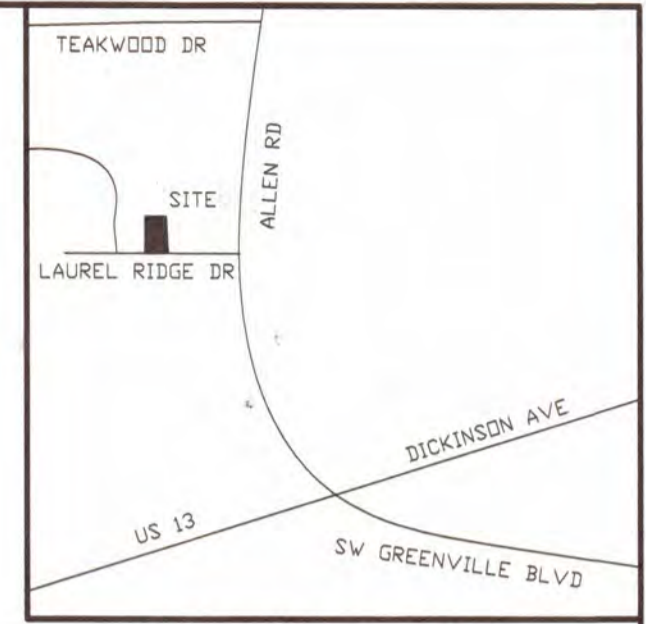
January 6, 2020

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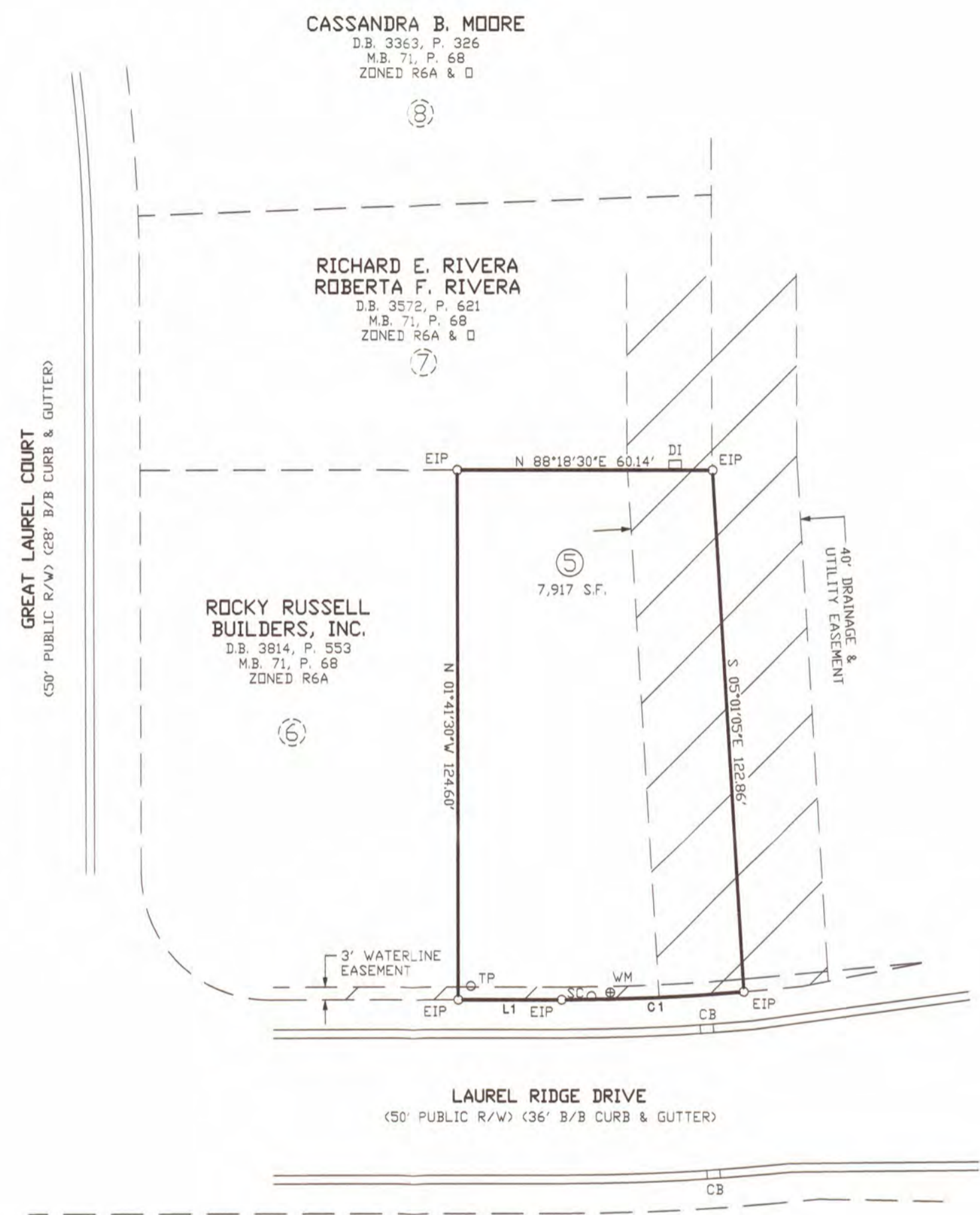
0 0.03 0.05 0.1 Miles





VICINITY MAP
SCALE: 1" = 1000'

- LEGEND**
- EIP = EXISTING IRON PIPE
 - R/W = RIGHT-OF-WAY
 - SF = SQUARE FEET
 - TP = TELEPHONE PEDESTAL
 - CB = CATCH BASIN
 - DI = DROP INLET
 - WM = WATER METER
 - SC = SEWER CLEANOUT



DVML, LLC
D.B. 2714, P. 325
M.B. 72, P. 58
ZONED D

Course	Bearing	Distance	
L1	S 88°18'30" W	24.34'	
Curve	Radius	Chord	
C1	475.00'	42.98'	S 85°42'42" W

NOTES

1. LOT IS CURRENTLY ZONED D. PROPOSED ZONING IS R6A.
2. THIS LOT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM MAP 3720466700K DATED 7/7/14.
3. PROPERTY SIZE IS 0.1817 ACRES



I, Blake K. Bjerkeset, certify that this plat was drawn under my supervision from an actual survey made under my supervision (Reference: Deed Book 2399, Page 285; Map Book 71, Page 68) that the boundaries not surveyed are clearly shown as broken lines drawn from information found in referenced deeds; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended.

Witness my original signature, registration number and seal this 4th day of December, A.D., 2019



Blake K. Bjerkeset
Blake K. Bjerkeset L-3891

Rezoning Map
For
ROCKY RUSSELL BUILDERS, INC.
Being LOT 5, STONE HAVEN @ LANDOVER,
SECTION 1 as recorded in Map Book 71, Pages 68-71
of the Pitt County Registry
Greenville, Arthur Township, Pitt County, North Carolina

OWNER: ROCKY RUSSELL
DEVELOPMENT, LLC
106 REGENCY DRIVE
GREENVILLE, NC 27858
(252)355-7812

BJERKESET LAND SURVEYING
F-0732
6718 GLENWOOD DRIVE
GRIFTON, NC 28530
(252)757-3277

Surveyed: BKB
Date: 12/4/19
Scale: 1" = 30'

EXISTING ZONING**O (OFFICE) - 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 - None	
(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
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
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
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)
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
(9) Repair - None	
(10) Retail Trade	
s.	Book or card store, news stand
w.	Florist
(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	

O (OFFICE) - SPECIAL USES	
(1) General - None	
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
(3) Home Occupations - None	
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment - None	
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
j.	College and other institutions of higher learning
l.	Convention center; private
bb.	Civic organizations
cc.	Trade or business organizations
(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

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 and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR	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, MR	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

*The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

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



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Ordinance requested by HBL Investments, LLC to rezone 4.122 acres located at the termini of Morton Lane and Gordon Drive from R6S (Residential [Medium Density Single-family]) to R6 (Residential [High Density Multi-family])

Explanation: **Abstract:** The City has received a request by HBL Investments, LLC to rezone 4.122 acres located at the termini of Morton Lane and Gordon Drive from R6S (Residential [Medium Density Single-family]) to R6 (Residential [High Density Multi-family]).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on January 6, 2020.

On-site sign(s) posted on January 6, 2020.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on January 28, 2020.

Public hearing legal advertisement published on February 3, 2020 and February 10, 2020.

Comprehensive Plan:

The Future Land Use and Character Map recommends high density residential (HDR) along Spring Forest Road south of the Norfolk Southern Railroad and along Nantucket Road and Ellsworth Drive transitioning to low-medium density residential (LMDR) to the south.

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 development
- 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)

Residential, Low-Medium Density

Residential, low to medium density areas are primarily single-family developments arranged along wide, curvilinear streets with few intersections. Building and lot size range in size and density but tend to be highly consistent within a development with limited connectivity between different residential types and non-residential uses.

Intent:

- Provide better pedestrian and vehicular connectivity between residential developments
- Improve streetscape features such as consistent sidewalks, lighting, and street trees

Primary Uses:

Single-family detached residential

Secondary Uses:

Two-family residential

Institutional/civic (neighborhood scale)

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

Based on the analysis comparing the existing rezoning (77 daily trips) and requested rezoning, the proposed rezoning could generate approximately 105 trips to and from the site. Since the increase is small and there are several roadways in the surrounding network for the traffic to disperse, a traffic volume report was not generated.

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

History/Background:

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20. By 1976, the property had been rezoned to R6. In 2006, it was rezoned to its current zoning R6S.

Existing Land Uses:

Vacant (platted as part of the Bent Creek Subdivision)

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic 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: R6 - Bent Creek Subdivision
South: R6S - Lake Ellsworth Subdivision (single-family)
East: R6 - Moss Creek Villas
West: R6 - Bent Creek Subdivision (duplexes)

Density Estimates:

Under the current zoning, the site could accommodate eight (8) single-family lots.

Under the proposed zoning, the site could accommodate eight (8) duplex buildings (16 units).

The anticipated build-out is within 2-3 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 unanimously to approve the request at its January 21, 2020 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_HBL_Investments_LLC_1122717**
- ❑ **Minutes_HBL_Investments_1122756**
- ❑ **HBL Rezoning Attachments**

LOCATION: Located at the termini of Morton Drive and Gordon Drive.

DESCRIPTION: Beginning at the intersection of the western right-of-way of Gordon Drive and the northeast property corner of Lot 16, Block I, Section III, Lake Ellsworth Subdivision as recorded in Map Book 23, Page 164, Pitt County Registry thence S 71-53-48 W, 150.04 feet to a point; thence N 18-06-11 W, 212.51 feet to a point; thence N 63-07-16 E, 364.74 feet to a point; thence S 18-01-48 E, 233.43 feet to a point; thence S 71-58-12 W, 210.09 feet to a point located on the western right-of-way of Gordon Drive; thence running along the western right-of-way of Gordon Drive S 18-01-48 E, 34.98 feet to the point of beginning containing 1.820 acres.

Section 2. That the following described territory is rezoned from R6S (Residential-Single-family) to R6 (Residential).

TO WIT: HBL Investments, LLC

LOCATION: Located at the termini of Morton Drive and Gordon Drive.

DESCRIPTION: Beginning at the intersection of the western right-of-way of Morton Lane and the northeast property corner of Lot 7, Block L, Section IV, Lake Ellsworth Subdivision as recorded in Map Book 23, Page 165, Pitt County Registry thence S 66-27-55 W, 150.00 feet to a point; thence N 75-30-49 W, 95.89 feet to a point; thence N 14-23-15 E, 290.24 feet to a point; thence S 89-43-16 E, 362.25 feet to a point; thence S 00-16-02 E, 187.00 feet to a point; thence S 66-35-14 W, 150.00 feet to a point located on the eastern right-of-way of Morton Lane; thence running along the eastern right-of-way of Morton Lane N 23-24-46 W, 30.00 feet to a point located on the eastern right-of-way of Morton Lane; thence S 66-35-14 W, 55.00 feet to a point; thence S 66-27-55 W, 5.46 feet to the point of beginning containing 2.302 acres.

Section 3. That the Director of Planning and Development Services is directed to amend the zoning 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 13th day of February, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1122717

Excerpt from the draft Planning & Zoning Commission Minutes (1/21/2020)

ORDINANCE REQUESTED BY HBL INVESTMENTS, LLC TO REZONE 4.122 ACRES LOCATED AT THE TERMINI OF MORTON LANE AND GORDON DRIVE FROM R6S (RESIDENTIAL [MEDIUM DENSITY TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) – APPROVED

Ms. Gooby delineated the property. Both tracts are a little over 4 acres and are currently vacant. The property is in the Greens Mill Run Watershed. If stormwater rules apply, then 25-year detention and nitrogen and phosphorus reduction would be required. The property is not located in the flood plain. A net increase of 77 trip increase per day is expected. The interconnected road network has multiple points for traffic to be dispersed. The current single-family zoning will allow for eight (8) single-family lots. Under the requested zoning, it can accommodate eight (8) duplex buildings or 16 units. The Future Land Use and Character Map recommends high density residential along Spring Forest Road transitioning to low to medium density residential in the interior. 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

Bryan Fagundus, HBL Investments representative, speaking in favor of the request. The extension of Morton Lane is inevitable as it bisects a portion of one of the subject properties. Gordon Drive will then connect to Morton Lane. A plat is being recorded that combines all these properties and cleans up the zoning and street rights-of- way.

Erin Spangler, resident, spoke in opposition. Traffic is an issue. Buses and parents are going down that street as if it is freeway. The speed limit is 25 m.p.h. Getting out on Allen Road is impossible during school hours. She has lived there for 10 years. We have asked for speed bumps and are supposed to be getting them. Hopefully that will help with the traffic issues.

Erica Losatta, resident, spoke in opposition. She lives in the last home on Morton Lane and has been directly impacted by the construction of the new road. She has lived there for two (2) years. Although it's not open to traffic yet, people have removed the road blocks to walk from the duplexes. She is concerned about how the city is going to help the long-time residents that are experiencing the increase in traffic. She suggested that speed bumps be installed.

Mr. Fagundus, spoke in rebuttal in favor of the request, he anticipates that any new construction will closely resemble the existing residences in the area.

Mr. Maxwell stated that anytime there is an increase in traffic in an establish neighborhood it is unfortunate.

Mr. Collins stated that if the requested duplexes were not built then eventually there would be houses there anyway.

Mr. Robinson agreed stating that he understands the concerns of the young lady that has enjoyed the dead end portion of the street, as well as, the inconveniences of construction.

Motion made by Mr. Joyner, seconded by Mr. Parker, to recommend approval for 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

HBL INVESTMENTS, LLC

From: R6S

To: R6

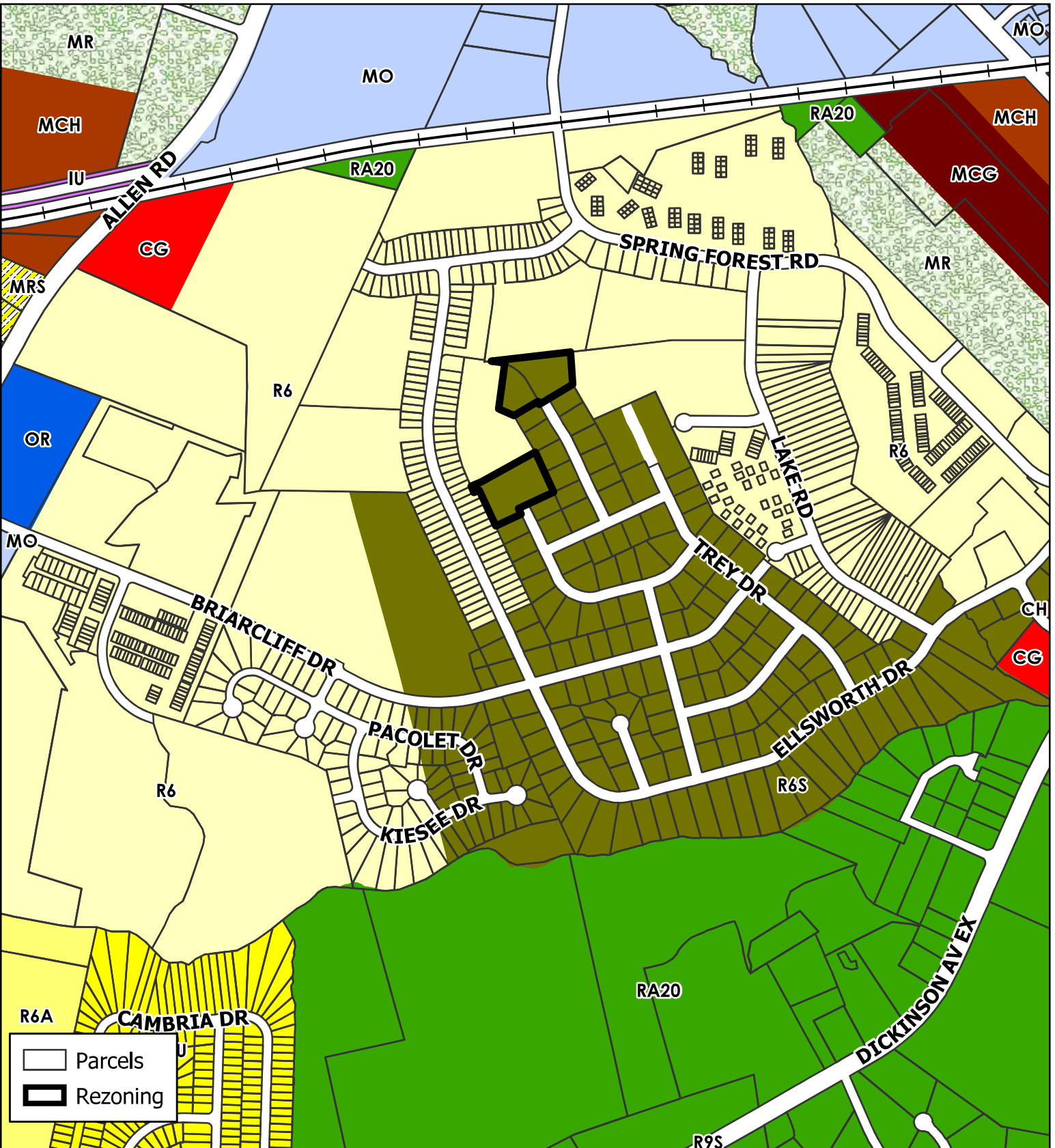
Total Acres: 4.122

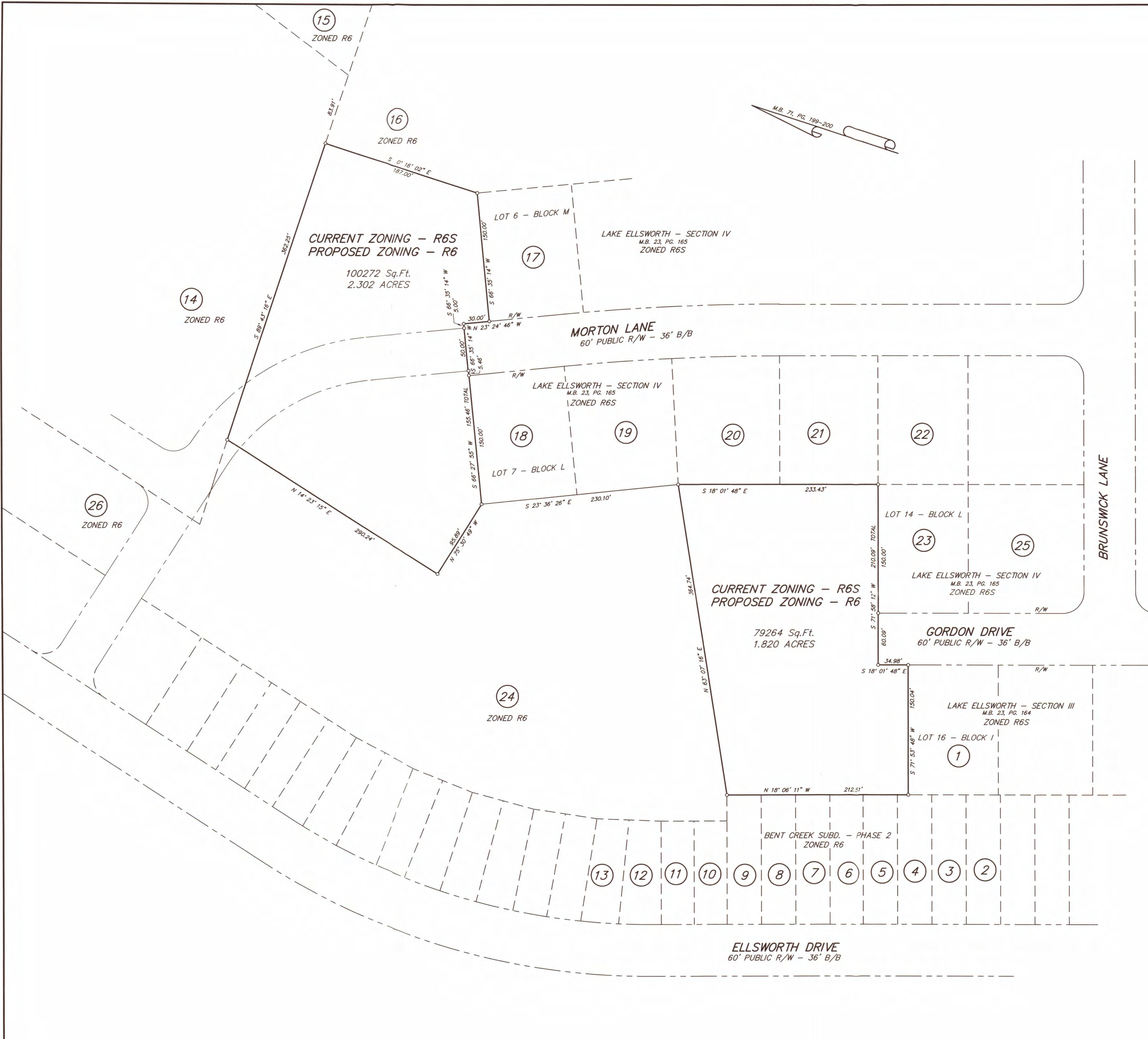
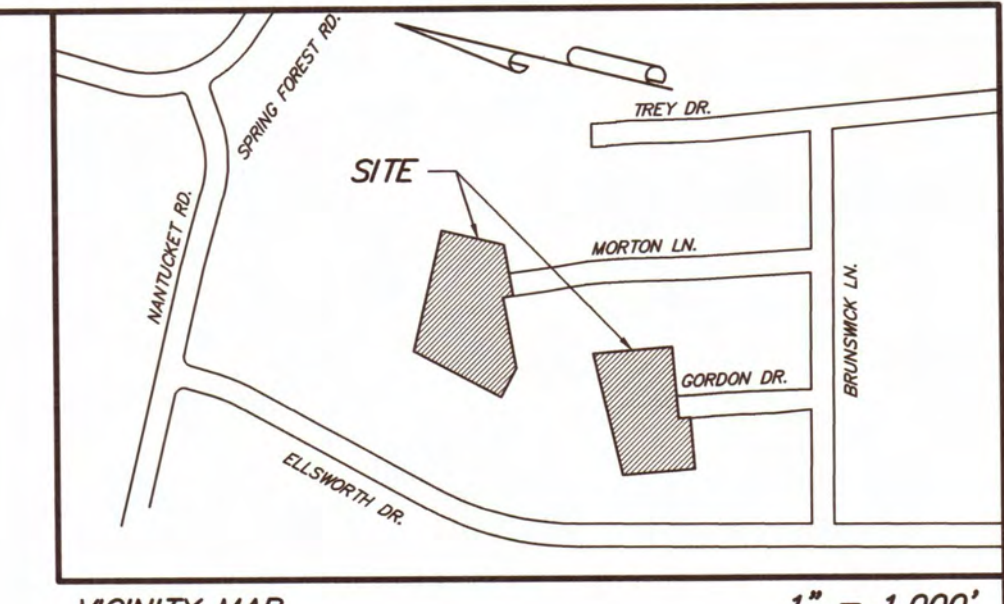
January 6, 2020

N



0 0.04 0.09 0.18 Miles





Parcel #	Name	Deed Bk/Page #	Zoning
1.	31154 ABC Family, LLC	3614/4	R6S
2.	79137 Roselyn F. and Dale Spencer O'Bryant	3031/74	R6
3.	79136 Kandice J. Franklin	3037/382	R6
4.	79139 Dennis B. Langston	2970/142	R6
5.	79138 James and Brenda Mercer	3043/55	R6
6.	79141 Abdul Ghani Najeeb Jabr	3533/750	R6
7.	79140 Charlotte M. Cox	3089/823	R6
8.	79143 Abdul Ghani Najeeb Jabr	3688/580	R6
9.	79142 Holly H. James	2908/688	R6
10.	79145 Prain Chacko and Simi Ninan	3688/523	R6
11.	79144 Thelma J. Carlisle Life Estate	3520/485	R6
12.	79147 Kenneth A. Robol Remainder		
	Gwyneth King Moore FNA	2875/224	R6
	Gwyneth McCabe Moore		
13.	79146 Allison Bailey Parks	3787/446	R6
14.	62136 HBL Investments, LLC	3745/79	R6
15.	79699 Crystal Springs Apartments, LLC	2691/656	R6
16.	59674 ABJ Enterprises Inc. Etal	3051/165	R6
17.	31192 Kelvin Troy and Sonia Cobb Williams	625/278	R6S
18.	31179 Erika Maria Lozano and Gustavo Ramos Gonzalez	3590/126	R6S
19.	31180 Clifton E. and Devicky C. Whitfield	622/427	R6S
20.	31181 Romus M. and Keimesha Lee	1906/680	R6S
21.	31182 Dennis Wayne Gibson and Shirley Darden	897/315	R6S
22.	31183 Tia Johnson	2301/373	R6S
23.	31186 Kenneth Bryant	3670/249	R6S
24.	79107 HBL Investments, LLC	3764/237	R6
25.	31185 Lynette Vangeem Peterson	262/827	R6S
26.	79098 HBL Investments, LLC	3764/237	R6

TOTAL AREA TO BE REZONED FROM R6S TO R6
179536 Sq. Ft. / 4.122 Ac.



CERTIFICATION
I, GARY S. MILLER, CERTIFY TO THE FOLLOWING:
THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BK. 3784, PG. 237-242, OR OTHER REFERENCE SOURCE); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BK. PG. OR OTHER REFERENCE SOURCE SEE REF. THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).
WITNESS MY HAND AND SEAL THIS 18th DAY OF DECEMBER, 2019.

SIGNED: *G. Miller*
PROFESSIONAL LAND SURVEYOR No. L-2562

REFERENCE: MAP BK. 71, PG. 116;
DEED BK. 3764, PG. 237-242
TAX PARCEL # 79107
TAX PARCEL # 79108

NO. 19251 FB

OWNER(S) HBL INVESTMENTS, LLC
ADDRESS 2582 BLUE CREEK LN., GRIMESLAND, NC 27837
PHONE _____

GARY S. MILLER & ASSOCIATES, P.A.
LAND SURVEYORS
1803 South Chorus Blvd.
Greenville, N.C. 27608
Phone (252)756-7878
Fax (252)756-0785

SURVEYED: MCP
DRAWN: BLW
CHECKED: GSM

APPROVED: GSM
DATE: 12-16-19
SCALE: 1" = 60'

Bar Scale
60 30 0 60 120

REZONING MAP FOR
HBL INVESTMENTS, LLC

BEING A PORTION OF TAX PARCEL 79107
& TAX PARCEL 79108
GREENVILLE, GREENVILLE TOWNSHIP
PITT COUNTY, NORTH CAROLINA

EXISTING ZONING	
R6S (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
	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)
(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	
R6S (RESIDENTIAL-SINGLE-FAMILY) - SPECIAL USES	
(1) General - None	
(2) Residential - None	
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	d. Home occupation; bed and breakfast inn
(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	
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)
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	
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
	i. 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	

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirments: 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 and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR	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, MR	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

*The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

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



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item:

Ordinance requested by John Marvin Taft to rezone 2.209 acres located at 3180 Charles Boulevard from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family])

Explanation:

Abstract: The City has received a request by John Marvin Taft to rezone 2.209 acres located at 3180 Charles Boulevard from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family]).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on January 6, 2020.

On-site sign(s) posted on January 6, 2020.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on January 28, 2020.

Public hearing legal advertisement published on February 3, 2020 and February 10, 2020.

Comprehensive Plan:

The Future Land Use and Character Map recommends high density residential (HDR) along the western portion of Charles Boulevard from Turnbury Drive to Red Banks Road.

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 development
- 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)

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

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 200 trips to and from the site on Charles Boulevard, which is a net increase of 190 additional trips per day.

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

History/Background:

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned to its current zoning.

Existing Land Uses:

One single-family residence.

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property is located in the Fork Swamp and Meeting House Branch Watersheds. 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 - The Landing Student Living

South: OR - Tara Condominiums - NC Farm Bureau Insurance/REMAX Preferred Realty

East: O - One (1) vacant lot; R6 - One (1) single-family residence

West: OR - Tara Condominiums

Density Estimates:

Currently, there is one (1) single-family residence on the property.

Under the proposed zoning, the site could accommodate 25-30 multi-family units.

The anticipated buildout is 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 unanimously to approve the request at its January 21, 2020 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_John_Marvin_Taft_1122719**
- ▣ **Minutes_John_Marvin_Taft_1122753**
- ▣ **John Marvin Taft Rezoning Attachments**

LOCATION: Located at 3180 Charles Boulevard.

DESCRIPTION: Beginning at a point on the western right-of-way of NC Hwy 43/ Charles Boulevard, said point being the northeastern corner of the Pitt County Farm Bureau, Inc. Property as described in Deed Book 1978, Page 463 of the Pitt County Register of Deeds, said point also being located N 15°47'36" W 321.37' as measured along the western right-of way of NC Hwy 43/Charles Boulevard from a point where the western right-of-way of NC Hwy 43/Charles Boulevard intersects the northern right-of-way of Tara Court. From the above described beginning, so located, running thence as follows:

Leaving the western right-of-way of NC Hwy 43/Charles Boulevard, S 70°43'53" W 300.00', thence N 15°47'36" W 320.00', thence N 70°06'45" E 300.21' to a point on the western right-of-way of NC Hwy 43/Charles Boulevard, thence with the western right-of-way of NC Hwy 43/Charles Boulevard, S 15°47'36" E 323.25' to the point of beginning containing 2.209 acres.

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

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 13th day of February, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1122719

Excerpt from the draft Planning & Zoning Commission Minutes (1/21/2020)

ORDINANCE REQUESTED BY JOHN MARVIN TAFT TO REZONE 2.209 ACRES LOCATED AT 3180 CHARLES BOULEVARD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])-APPROVED

Mr. Sceviour delineated the property. The property consists of a single tract that has one single-family residence on it. A net increase of 190 trip day is expected. The site would be able to accommodate 25-30 multi-family units. The property is not in the flood plain. The property is in the Fork Swamp and Meeting House Branch Watersheds. If stormwater rules apply, it would require 25-year detention and nitrogen and phosphorus reduction. The Future Land Use and Character Map recommends high density residential. 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

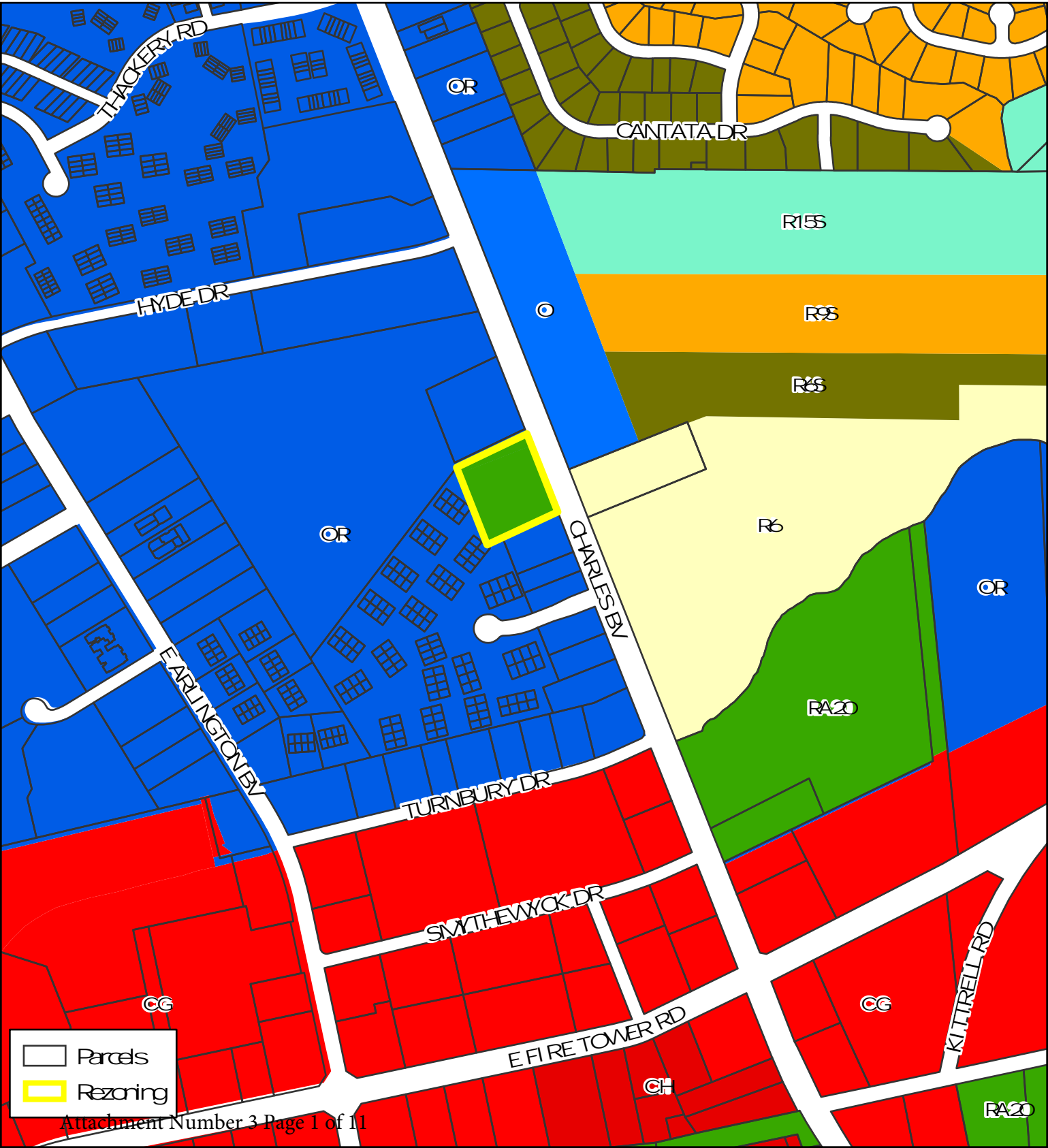
Mike Baldwin, representative for John Marvin Taft, spoke in favor of the request, stating that the request speaks for itself. The traffic impact on Charles Boulevard is minimal.

Motion made by Mr. Overton, seconded by Ms. Darden, to recommend approval for 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.

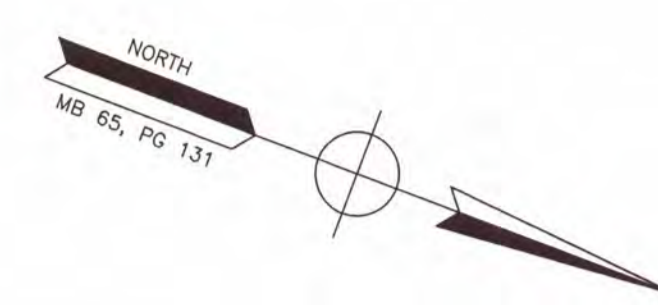
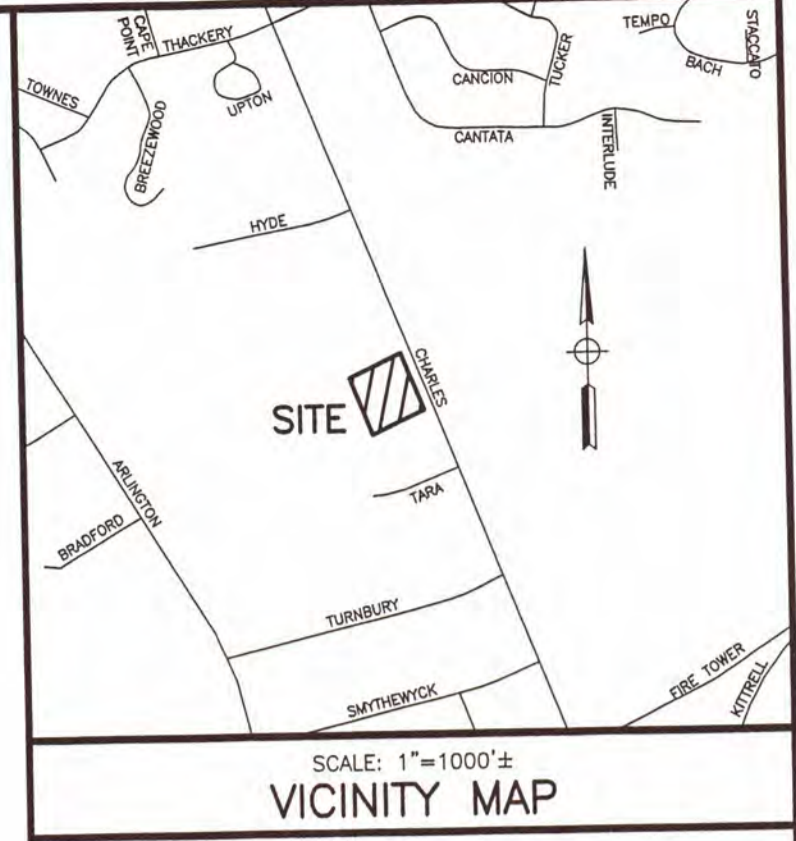
John Marvin Taft
From RA-20
To CR
Acres 2.209
January 6 2020



0 0.03 0.07 0.13 Miles



Parcels
Rezoning



BUNN PROPERTIES OF EASTERN NORTH CAROLINA, LLC
 DB 3718, PG 413
 JEREMY INNES and, BRUCE ALEXANDER INNES
 DB 3718, PG 820
 MARGARET M. O'SULLIVAN
 DB 2169, PG 726
 AMY MARIE HORTON
 DB 3160, PG 37
 EVELYN B. RIBBLE, ETAL
 DB 3411, PG 158
 AUNDRIA Y. BATTS
 DB 2138, PG 622
 MARK E. MOORE
 DB 2166, PG 171
 ROY P. HOPKINS, JR. and, ROY P. HOPKINS, SR. and, TERESA D. HOPKINS
 DB 3691, PG 123
 COMMON AREA
 DENISE KLEINKNECHT
 DB 3802, PG 606
 COLLEEN A. FOLEY
 DB 3541, PG 3
 JAMES D. ROBERSON and wife, PEGGY R. ROBERSON
 DB 3639, PG 1
 BRITTANY WILLS
 DB 3819, PG 151
 JOSEPH VILLARREAL
 DB 3804, PG 404
 MARK EDWARD FACKRELL and wife, SUSAN P. FACKRELL
 DB 3750, PG 805
 CAROLINE S. SENN and husband, MICHAEL SENN
 DB 3516, PG 784
 STREAMLINE DEVELOPERS HOLDING COMPANY, LLC
 DB 3687, PG 344
 TOWNHOMES
 OR
 TARA PLANTATION
 MB 59, PG 141
 MULTI-FAMILY
 OR
 PEP ECU, LLC.
 MB 62, PG 55

N 15°47'36" W 320.00'

S 70°45'53" W 300.00'

N 70°06'45" E 300.21'

PROPOSED ZONING
 (OR)
 CURRENT ZONING
 (RA-20)

AREA TO BE REZONED: 2.209 ACRES

MULTI-FAMILY
 OR
 PEP ECU, LLC.
 MB 62, PG 55

OFFICE
 OR
 PITT COUNTY FARM BUREAU, INC.
 DB 1978, PG 463
 MB 65, PG 131

TARA COURT
(R/W VARIES 44' B/B PUBLIC)

NC HWY 43/CHARLES BOULEVARD
(100' R/W 65' B/B PUBLIC)

AGRICULTURAL
 (R-6)
 JOHN MARVIN TAFT
 PATRICIA SCHELLER BOWEN-ETAL
 ESTATE FILE 2011-877

SINGLE FAMILY
 (RA-20)
 KEVIN H. LEE AND,
 HALLY M. LAM
 DB 3838, PG 163

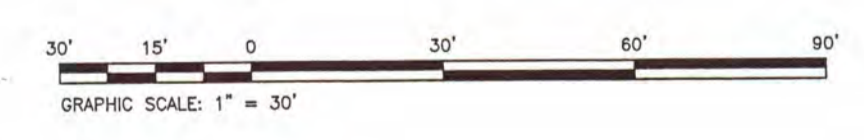
AGRICULTURAL
 (R-6)
 JOHN MARVIN TAFT
 PATRICIA SCHELLER BOWEN-ETAL
 ESTATE FILE 2011-877

LEGEND

- R/W = RIGHT-OF-WAY
- EIP = EXISTING IRON PIPE
- EIS = EXISTING IRON STAKE
- SIP = SET IRON PIPE
- ECM = EXISTING CONCRETE MONUMENT
- C/L = CENTERLINE
- DB = DEED BOOK
- NPS = NO POINT SET
- EPKN = EXISTING PARKER KALON NAIL
- - - = NOT TO SCALE
- (OR) = ZONING EXISTING
- (RA-20) = ZONING PROPOSED

NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. REFERENCE: MAP BOOK 65, PAGE 131 OF THE PITT COUNTY REGISTER OF DEEDS.



SHEET 1 OF 1 REZONING MAP PARCEL #21959 TAX MAP #4686-97-4153

JOHN MARVIN TAFT

REFERENCE: ESTATE FILE 2008-594 OF THE PITT COUNTY CLERK OF COURTS OFFICE

WINTERVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: JOHN MARVIN TAFT
 ADDRESS: 3180 CHARLES BOULEVARD
 GREENVILLE, NC 27858
 PHONE: (252) 481-2596

Baldwin Design Consultants, PA
 ENGINEERING - SURVEYING - PLANNING
 1700-D EAST ARLINGTON BOULEVARD
 GREENVILLE, NC 27838 252.756.1390

SURVEYED: N/A
 APPROVED: MWB
 DRAWN: NRW
 DATE: 12/09/19
 CHECKED: MWB
 SCALE: 1" = 30'



CLOSURE CHECK BOUNDARY
 CHECKED: NRW DATE: 11/12/19

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 19-19

Applicant: John Marvin Taft

Property Information

Current Zoning: RA20 (Residential-Agricultural)

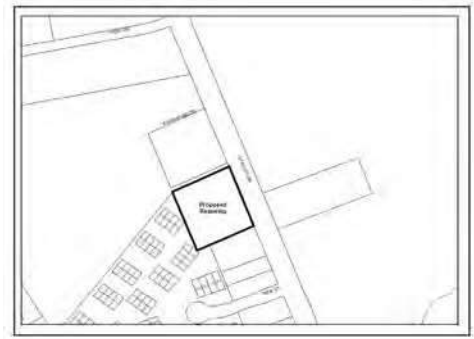
Proposed Zoning: OR (Office-Residential [High Density Multi-Family])

Current Acreage: 2.209 acres

Location: Charles Blvd, north of Tara Court

Points of Access: Charles Blvd

Location Map



Transportation Background Information

1.) Charles Blvd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	5 lanes - curb & gutter	no change
Right of way width (ft)	100	no change
Speed Limit (mph)	45	no change
Current ADT:	25,440 (*)	
Design ADT:	29,900 vehicles/day (**)	29,900 vehicles/day (**)
Controlled Access	No	

Thoroughfare Plan Status Major Thoroughfare

Other Information: There are no sidewalks along Charles Blvd 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-6147 - US 264A (GREENVILLE BOULEVARD) TO SR 1726 (BELLS FORK ROAD). ACCESS MANAGEMENT.

Trips generated by proposed use/change

Current Zoning: 10 -vehicle trips/day (*) Proposed Zoning: 200 -vehicle trips/day (*)

Estimated Net Change: increase of 190 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 Charles Blvd are as follows:

1.) Charles Blvd, North of Site (60%): No build_ ADT of 25,440

Estimated ADT with Proposed Zoning (full build) - 25,560
 Estimated ADT with Current Zoning (full build) - 25,446
 Net ADT change = 114 (<1% increase)

2.) Charles Blvd , South of Site (40%): `No build_ ADT of 25,440

Estimated ADT with Proposed Zoning (full build) - 25,520

Estimated ADT with Current Zoning (full build) - 25,444

Net ADT change = 76 (<1% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 200 trips to and from the site on Charles Blvd, which is a net increase of 190 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
	i. 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		
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 and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR	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, MR	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

*The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

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



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Resolution to Close a portion of Bonners Lane

Explanation: **Abstract:** This item is to consider a Resolution to Close a portion of Bonners Lane from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad.

Explanation: The City is requesting to close a portion of Bonners Lane from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad.

City Council adopted a Resolution of Intent to Close a portion of Bonners Lane from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad during its January 9, 2020, meeting setting the date for the public hearing on February 13, 2020. The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its January 21, 2020, meeting.

Pursuant to the provisions of G.S. 160A-299, the Resolution of Intent to Close was published in The Daily Reflector on four consecutive Mondays (January 13, 20, 27 and February 3, 2020), a copy thereof was sent by certified mail to all owners of property adjacent to the street as shown on the Pitt County tax records, and a notice of the closing and public hearing has been prominently posted in two places along the street section to be closed.

The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). Staff and GUC request a utility easement over and upon the street section to be closed.

Fiscal Note: Upon the effective date of the Resolution to Close by City Council, budgeted funds of \$149 for yearly maintenance of this street section will no longer be required and the City will no longer receive \$40 in Powell Bill funds for maintenance of this street

section.

Recommendation: Hold a public hearing on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual. If it appears to the satisfaction of City Council after the hearing that closing this street section is not contrary to the public interest and that no individual owning property in the vicinity of this street section in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property, City Council may adopt the Resolution to Close a portion of Bonners Lane from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad.

ATTACHMENTS:

- ❑ **Resolution to close portion of Bonners Lane 1122968**
- ❑ **Bonners Lane Map**

RESOLUTION NO. _____
AN ORDER OF THE CITY COUNCIL OF THE CITY OF GREENVILLE,
NORTH CAROLINA, TO CLOSE A PORTION OF BONNERS LANE
FROM THE WESTERN RIGHT OF WAY OF ATLANTIC AVENUE
TO THE EASTERN RIGHT OF WAY OF CSX RAILROAD

WHEREAS, the City Council of the City of Greenville, at its January 9, 2020, meeting, adopted a resolution declaring its intent to close a portion of Bonners Lane from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad; and

WHEREAS, pursuant to the provisions of G.S. 160A-299, said resolution was published once a week for four (4) successive weeks in The Daily Reflector setting forth that a hearing will be held on the 13th day of February, 2020, on the question of the closing said street section; and

WHEREAS, a copy of the resolution was sent by certified mail to all owners of the property adjoining said street section, as shown on the County tax records, and a notice of the closing and the public hearing was prominently posted in at least two (2) places along said street section; and

WHEREAS, a hearing was conducted on the 13th day of February, 2020, at which time all persons interested were afforded an opportunity to be heard on the question of whether or not the closing will be detrimental to the public interest or the property rights of any individual; and

WHEREAS, it appears to the satisfaction of the City Council of the City of Greenville, North Carolina, after conduction of said hearing, that the closing of said street section is not contrary to the public interest, and that no individual owning property in the vicinity of said street or in the subdivision in which the street is located would thereby be deprived of reasonable means of ingress and egress to their property;

IT IS NOW THEREFORE ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the property described below be and the same is closed, and all right, title and interest that may be vested in the public to said area for street purposes is released in accordance with the provisions of G.S. 160A-299:

Location: Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being that portion of the right of way Bonners Lane lying between the eastern right of way line of CSX Railroad and a prolongation of the western right of way line of Atlantic Avenue being more particularly described as follows:

Description: Commencing at North Carolina Geodetic Survey Monument "Tyson" having NC grid coordinates of N= 207855.855 meters and E= 755759.591 meters NAD 83(2001); thence S 73°54'37"E 2289.77 feet to an existing iron pipe at the intersection of the eastern right of way line of CSX Railroad with the southern right of way line of Bonners Lane at the northwest corner of Pitt County Tax Parcel 13544 standing in the name of City of Greenville as described in Deed Book 1239, Page 859 having NC grid coordinates of N=207662.451 meters and E= 756430.108 meters NAD 83(2001) and being the POINT OF BEGINNING; thence from said beginning point so established along and with the eastern right of way line of CSX railroad and

along the arc of a curve to the right, being at all points 37.50 feet from the centerline of said railroad tracks and having a radius of 4462.34 feet, a central angle of $00^{\circ}13'54''$, an arc length of 18.03 feet and a chord of N $07^{\circ}07'53''$ E 18.03 feet to an iron pipe set on the northern right of way line of Bonners Lane common with the south line of Parcel 29123 standing in the name of Norfolk Southern Railroad Company as described in Deed Book W-8, Page 4; thence with said northern right of way line of Bonners Lane and the south line of said Parcel 29123 S $81^{\circ}46'43''$ E 10.63 feet to an existing iron pipe and S $81^{\circ}46'43''$ E 1.87 feet to an existing iron pipe located at the southwest corner of Parcel 19978 standing in the name of Redevelopment Commission of Greenville as described in Deed Book 2265, Page 374; thence continuing with the northern right of way line Bonners Lane and the south line of said Parcel 19978 S $81^{\circ}46'43''$ E 14.14 feet to an existing iron pipe and S $81^{\circ}46'43''$ E 72.59 feet to an iron pipe set at the southwest corner of Parcel 11302 standing in the name of City of Greenville as described in Deed Book 1661, Page 854; thence continuing with the northern right of way line of Bonners Lane and the south line of said Parcel 11302 S $82^{\circ}53'59''$ E 30.82 feet to an iron pipe set on a prolongation of the western right of way line of Atlantic Avenue; thence along said prolongation of the western right of way line of Atlantic Avenue S $06^{\circ}12'00''$ W 18.34 feet to an existing X chiseled in the concrete curb & gutter at the intersection of the southern right of way line of Bonners Lane with the western right of way line Atlantic Avenue at the northeast corner of Parcel 13314 standing in the name of Redevelopment Commission of Greenville, NC as described in Deed Book 3327, Page 422; thence with the southern right of way line of Bonners Lane and the north line of said Parcel 13314 and with the north lines of Parcels 13545 and 13544, both standing in the name of City of Greenville and both being described in Deed Book 1239, Page 859 N $81^{\circ}54'50''$ W 130.35 feet to the POINT OF BEGINNING containing 2336.9 square feet as show on a map titled "Street Closing Map for a portion of Bonners Lane and South Alley Street" dated September 25, 2019 as prepared by Spruill and Associates, Inc. All distances are horizontal field distances, no grid factor applied; the combined NC grid factor used for grid coordinate calculations is 0.99989763. All deed books referred to in this description are found in the Pitt County Registry and all Parcels referred to are Pitt County Tax Parcels.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that the City of Greenville does hereby reserve its right, title, and interest in any utility improvement or easement within the street section closed pursuant to this order. Such reservation also extends, in accordance with the provisions of G.S. 160A-299(f), to utility improvements or easements owned by private utilities which at the time of the closing have a utility agreement or franchise with the City of Greenville.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the Mayor and City Clerk are authorized to execute quit-claim deeds or other legal documents to prove vesting of any right, title or interest to those persons owning lots or parcels adjacent to the street in accordance with G.S. 160A-299(c), provided all costs shall be paid by any adjoining landowner requesting such action, all documents must be approved by the City Attorney and all documents, when appropriate, must reserve to the

City any easements retained by the City. The intent of this paragraph is to authorize the execution of quit-claim deeds when requested by adjacent property owners; however, none are required and this paragraph is not intended to alter the vesting of title by operation of law as established by G.S. 160A-299(c).

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that a copy of this Order shall be filed in the Office of the Register of Deeds of Pitt County after the effective date of this Order.

ADOPTED this the 13th day of February, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

I, Polly Jones, a Notary Public for said County and State, certify that Valerie Shiuwegar, 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 13th day of February, 2020.

Notary Public

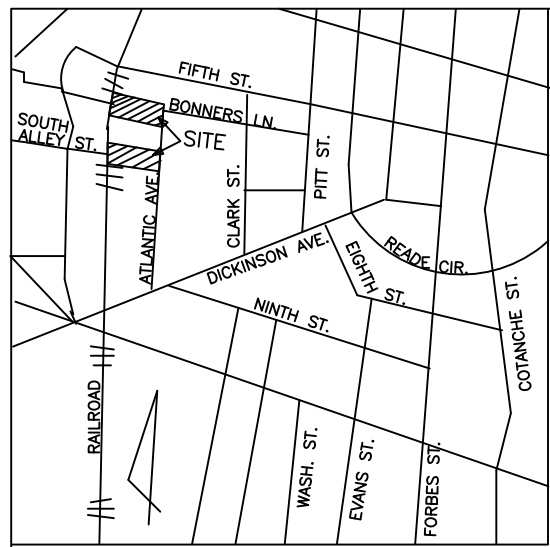
My Commission Expires: _____

#1122968

PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

C-1 CURVE DATA
R= 4462.34'
Δ= 0°13'54"
L= 18.03'
CHORD= N 07°07'53"E 18.03'

LINE CALL TABLE		
COURSE	BEARING	DISTANCE
L-1	N 06°46'33"E	41.16'
L-2	S 06°10'37"W	41.03'
L-3	S 06°12'00"W	18.34'



VICINITY MAP
1" = 1000"

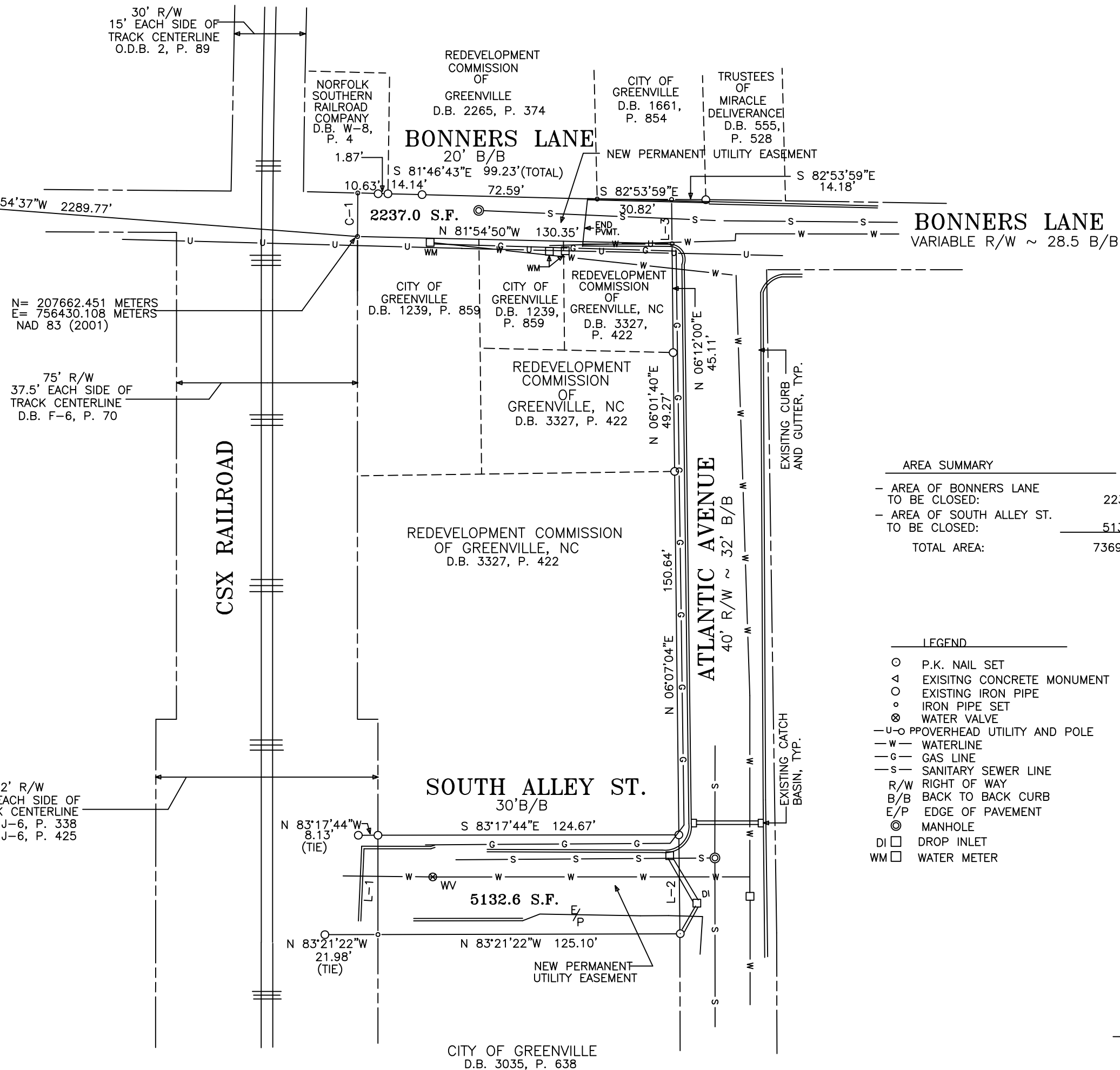
NGCS MONUMENT
"TYSON"
N= 207855.855 METERS
E= 755759.591 METERS
NAD 83(2001)

NGCS MONUMENT
"GREENVILLE"
N= 207864.207 METERS
E= 755397.423 METERS
NAD 83(2001)

- NOTES
- THIS IS A STREET CLOSING SURVEY OF THE 400 BLOCK OF BONNERS LANE AND THE PORTION OF SOUTH ALLEY EAST OF THE CSX RAILROAD
 - ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES; NO GRID FACTOR APPLIED
 - THE COMBINED NC GRID FACTOR USED FOR COORDINATE CALCULATIONS IS 0.99989763
 - THESE PARCELS ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 3720468800K, DATED 7/7/2014
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPLE AND ACCESSORY STRUCTURES AND ADDITIONS AND APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE OR GREENVILLE UTILITIES COMMISSION
 - THE DESIGNATION NOTED OVER NEW WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS

STATE OF NORTH CAROLINA
COUNTY OF PITT
I, _____ REVIEW
OFFICER OF PITT COUNTY CERTIFY
THAT THE MAP OR PLAT TO WHICH THIS
CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER
DATE: _____



AREA SUMMARY

- AREA OF BONNERS LANE TO BE CLOSED:	2237.0 S.F.
- AREA OF SOUTH ALLEY ST. TO BE CLOSED:	5132.6 S.F.
TOTAL AREA:	7369.60 S.F.

- LEGEND
- P.K. NAIL SET
 - △ EXISTING CONCRETE MONUMENT
 - EXISTING IRON PIPE
 - IRON PIPE SET
 - ⊗ WATER VALVE
 - U- OVERHEAD UTILITY AND POLE
 - W- WATERLINE
 - G- GAS LINE
 - S- SANITARY SEWER LINE
 - R/W RIGHT OF WAY
 - B/B BACK TO BACK CURB
 - E/P EDGE OF PAVEMENT
 - ⊙ MANHOLE
 - DI DROP INLET
 - WM WATER METER

PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

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 116.164 ; 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 DAY
OF 2019

STEPHEN N. SPRUILL L-2723

I CERTIFY THAT THIS SURVEY IS A STREET CLOSURE SURVEY
AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION
IN THE CITY OF GREENVILLE

STEPHEN N. SPRUILL L-2723

GREENVILLE SUBDIVISION ADMINISTRATOR

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE
CITY OF GREENVILLE HAS PASSED A RESOLUTION TO
CLOSE A PORTION OF BONNERS LANE AND SOUTH ALLEY
STREET.

RESOLUTION No. _____

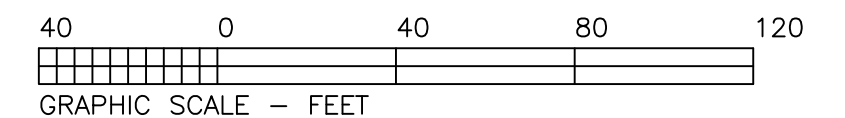
SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

STREET CLOSING MAP FOR
A PORTION OF
BONNERS LANE
AND
SOUTH ALLEY STREET

CITY OF GREENVILLE
GREENVILLE TOWNSHIP ~ PITT ~ COUNTY
NORTH CAROLINA

DATE: SEPTEMBER 25, 2019 SCALE: 1" = 40'



Spruill & Associates Inc.

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

Firm No.
C-978



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Resolution to Close a portion of South Alley Street

Explanation: **Abstract:** This item is to consider a Resolution to Close a portion of South Alley Street from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad.

Explanation: The City is requesting to close a portion of South Alley Street from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad.

City Council adopted a Resolution of Intent to Close a portion of South Alley Street from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad during its January 9, 2020, meeting setting the date for the public hearing on February 13, 2020. The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its January 21, 2020, meeting.

Pursuant to the provisions of G.S. 160A-299, the Resolution of Intent to Close was published in The Daily Reflector on four consecutive Mondays (January 13, 20, 27 and February 3, 2020), a copy thereof was sent by certified mail to all owners of property adjacent to the street as shown on the Pitt County tax records, and a notice of the closing and public hearing has been prominently posted in two places along the street section to be closed.

The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). Staff and GUC request a utility easement over and upon the street section to be closed.

Fiscal Note: Upon the effective date of the Resolution to Close by City Council, budgeted funds of \$143 for yearly maintenance of this street section will no longer be required and

the City will no longer receive \$38 in Powell Bill funds for maintenance of this street section.

Recommendation: Hold a public hearing on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual. If it appears to the satisfaction of City Council after the hearing that closing this street section is not contrary to the public interest and that no individual owning property in the vicinity of this street section in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property, City Council may adopt the Resolution to Close a portion of South Alley Street from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad.

ATTACHMENTS:

- ❑ **Resolution to close portion of South Alley Street 1122969**
- ❑ **South Alley Street Map**

RESOLUTION NO. _____
AN ORDER OF THE CITY COUNCIL OF THE CITY OF GREENVILLE,
NORTH CAROLINA, TO CLOSE A PORTION OF SOUTH ALLEY STREET
FROM THE WESTERN RIGHT OF WAY OF ATLANTIC AVENUE
TO THE EASTERN RIGHT OF WAY OF CSX RAILROAD

WHEREAS, the City Council of the City of Greenville, at its January 9, 2020, meeting, adopted a resolution declaring its intent to close a portion of South Alley Street from the western right of way of Atlantic Avenue to the eastern right of way of CSX Railroad; and

WHEREAS, pursuant to the provisions of G.S. 160A-299, said resolution was published once a week for four (4) successive weeks in The Daily Reflector setting forth that a hearing will be held on the 13th day of February, 2020, on the question of the closing said street section; and

WHEREAS, a copy of the resolution was sent by certified mail to all owners of the property adjoining said street section, as shown on the County tax records, and a notice of the closing and the public hearing was prominently posted in at least two (2) places along said street section; and

WHEREAS, a hearing was conducted on the 13th day of February, 2020, at which time all persons interested were afforded an opportunity to be heard on the question of whether or not the closing will be detrimental to the public interest or the property rights of any individual; and

WHEREAS, it appears to the satisfaction of the City Council of the City of Greenville, North Carolina, after conduction of said hearing, that the closing of said street section is not contrary to the public interest, and that no individual owning property in the vicinity of said street or in the subdivision in which the street is located would thereby be deprived of reasonable means of ingress and egress to their property;

IT IS NOW THEREFORE ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the property described below be and the same is closed, and all right, title and interest that may be vested in the public to said area for street purposes is released in accordance with the provisions of G.S. 160A-299:

Location: Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being a portion of the right of way of South Alley Street lying between the eastern right of way line of CSX Railroad and the western right of way line of Atlantic Avenue and being more particularly described as follows:

Description: Commencing at North Carolina Geodetic Survey Monument "Tyson" having NC grid coordinates of N= 207855.855 meters and E= 755759.591 meters NAD 83(2001); thence S 73°54'37"E 2289.77 feet to an existing iron pipe at the intersection of the eastern right of way line of CSX Railroad with the southern right of way line of Bonners Lane at the northwest corner of Pitt County Tax Parcel 13544; thence along the chord of a curve, said curve being the eastern right of way line of CSX Railroad common with the west line of said Parcel 13544, S 06°50'54"W 26.03 feet to an iron pipe set; thence continuing with the eastern right of way line of CSX Railroad common with the west line of Parcel 13544 and Parcel 22418 S

06°46'33"W 222.12 feet to an iron pipe set at the intersection of the eastern right of way line of CSX Railroad with the northern right of way line of South Alley Street at the southwest corner of said Parcel 22418 standing in the name of Redevelopment Commission of Greenville, NC as described in Deed Book 3327, Page 422 having NC grid coordinates of N=207587.238 meters and E= 756421.456 meters NAD 83(2001) and being the POINT OF BEGINNING; thence from said beginning point so established along and with the northern right of way line of South Alley Street common with the south line of the aforementioned Parcel 22418 S 83°17'44"E 0.37 feet to an existing iron pipe; thence continuing with said northern right of way line of South Alley St. and the south line of said Parcel 22418 S 83°17'44"E 132.80 feet to an existing iron bar at the intersection of the northern right of way line of South Alley Street with the western right of way line of Atlantic Avenue common with the southeast corner of said Parcel 22418; thence along the western right of way line of Atlantic Avenue S 06°10'37"W 41.03 feet to a P.K. nail set at the intersection of the southern right of way line of South Alley Street with the western right of way line of Atlantic Avenue common with the northeast corner of Parcel 11698 standing in the name of City of Greenville as described in Deed Book 3035, Page 638; thence with the southern right of way line of South Alley Street common with the north line of Parcel 11698 N 83°21'22"W 133.60 feet to an iron pipe set at the intersection of the eastern right of way line of CSX Railroad with the southern right of way line of South Alley Street and being 37.50 feet from the centerline of said railroad tracks, thence along and with said eastern right of way line of CSX Railroad N 06°46'33"E 41.17 feet to the POINT OF BEGINNING containing 5482.50 square feet as show on a map titled "Street Closing Map for a portion of Bonners Lane and South Alley Street" dated September 25, 2019 as prepared by Spruill and Associates, Inc. All distances are horizontal field distances, no grid factor applied; the combined NC grid factor used for grid coordinate calculations is 0.99989763. All deed books referred to in this description are found in the Pitt County Registry and all Parcels referred to are Pitt County Tax Parcels.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that the City of Greenville does hereby reserve its right, title, and interest in any utility improvement or easement within the street section closed pursuant to this order. Such reservation also extends, in accordance with the provisions of G.S. 160A-299(f), to utility improvements or easements owned by private utilities which at the time of the closing have a utility agreement or franchise with the City of Greenville.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the Mayor and City Clerk are authorized to execute quit-claim deeds or other legal documents to prove vesting of any right, title or interest to those persons owning lots or parcels adjacent to the street in accordance with G.S. 160A-299(c), provided all costs shall be paid by any adjoining landowner requesting such action, all documents must be approved by the City Attorney and all documents, when appropriate, must reserve to the City any easements retained by the City. The intent of this paragraph is to authorize the execution of quit-claim deeds when requested by adjacent property owners; however, none are required and this paragraph is not intended to alter the vesting of title by operation of law as established by G.S. 160A-299(c).

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that a copy of this Order shall be filed in the Office of the Register of Deeds of Pitt County after the effective date of this Order.

ADOPTED this the 13th day of February, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

I, Polly Jones, a Notary Public for said County and State, certify that Valerie Shiuwegar, 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 13th day of February, 2020.

Notary Public

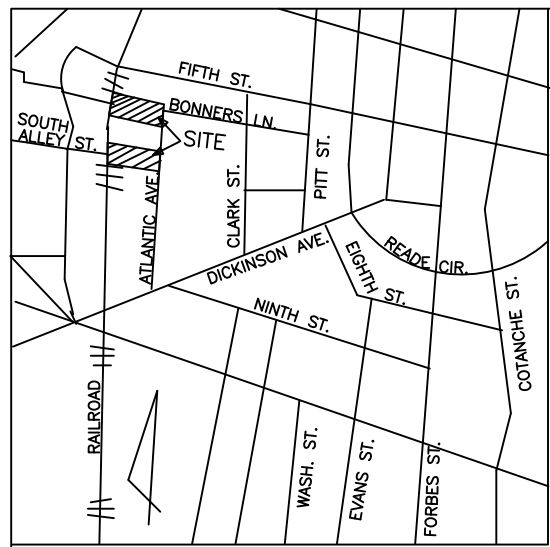
My Commission Expires: _____

#1122969

PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

C-1 CURVE DATA
R= 4462.34'
Δ= 0°13'54"
L= 18.03'
CHORD= N 07°07'53"E 18.03'

LINE CALL TABLE		
COURSE	BEARING	DISTANCE
L-1	N 06°46'33"E	41.16'
L-2	S 06°10'37"W	41.03'
L-3	S 06°12'00"W	18.34'



VICINITY MAP
1" = 1000"

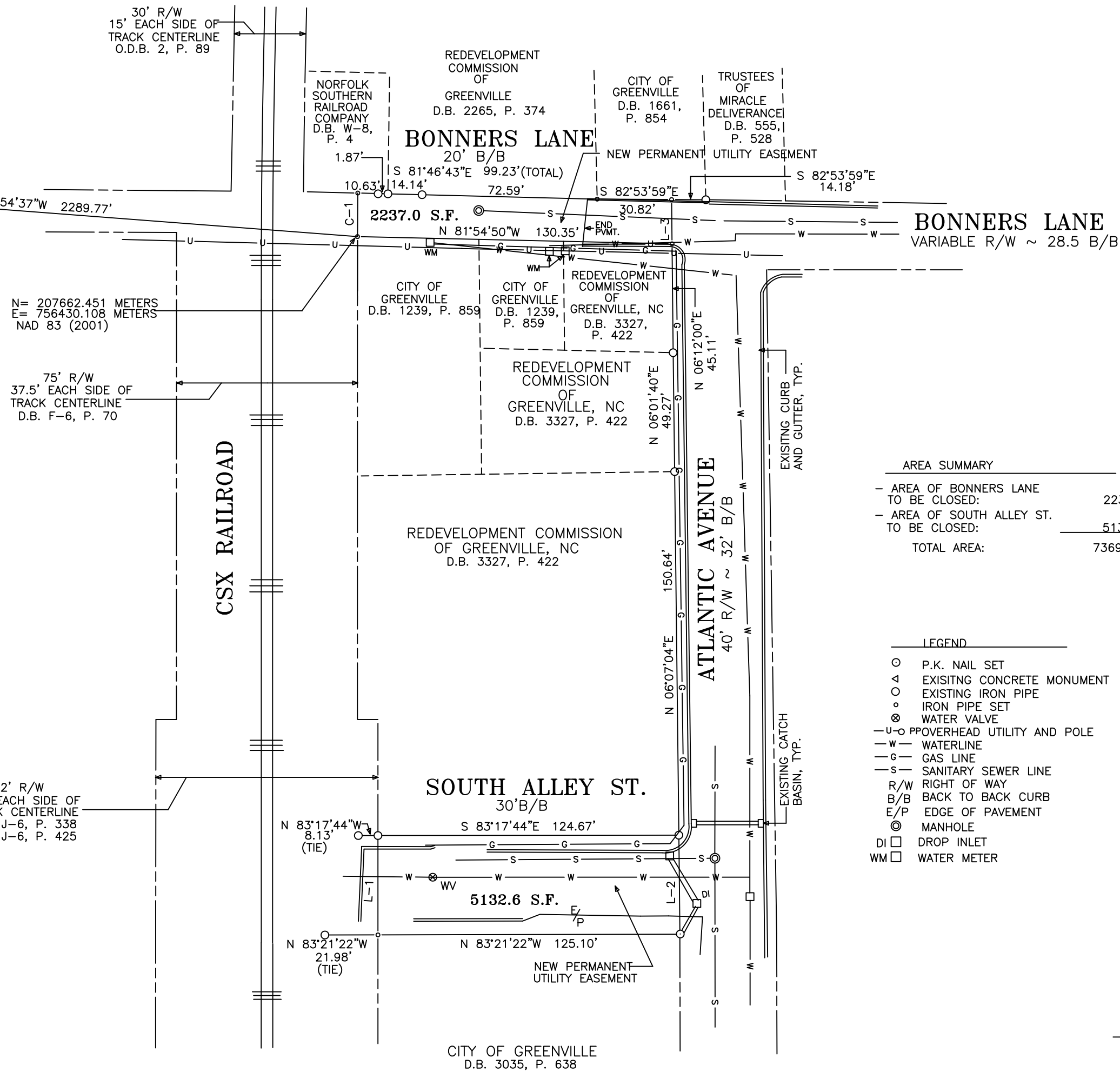
NGCS MONUMENT
"TYSON"
N= 207855.855 METERS
E= 755759.591 METERS
NAD 83(2001)

NGCS MONUMENT
"GREENVILLE"
N= 207864.207 METERS
E= 755397.423 METERS
NAD 83(2001)

- NOTES
- THIS IS A STREET CLOSING SURVEY OF THE 400 BLOCK OF BONNERS LANE AND THE PORTION OF SOUTH ALLEY EAST OF THE CSX RAILROAD
 - ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES; NO GRID FACTOR APPLIED
 - THE COMBINED NC GRID FACTOR USED FOR COORDINATE CALCULATIONS IS 0.99989763
 - THESE PARCELS ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 3720468800K, DATED 7/7/2014
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPLE AND ACCESSORY STRUCTURES AND ADDITIONS AND APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE OR GREENVILLE UTILITIES COMMISSION
 - THE DESIGNATION NOTED OVER NEW WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS

STATE OF NORTH CAROLINA
COUNTY OF PITT
I, _____, REVIEW
OFFICER OF PITT COUNTY CERTIFY
THAT THE MAP OR PLAT TO WHICH THIS
CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER
DATE: _____



AREA SUMMARY

- AREA OF BONNERS LANE TO BE CLOSED:	2237.0 S.F.
- AREA OF SOUTH ALLEY ST. TO BE CLOSED:	5132.6 S.F.
TOTAL AREA:	7369.60 S.F.

- LEGEND
- P.K. NAIL SET
 - △ EXISTING CONCRETE MONUMENT
 - EXISTING IRON PIPE
 - IRON PIPE SET
 - ⊗ WATER VALVE
 - U- OVERHEAD UTILITY AND POLE
 - W- WATERLINE
 - G- GAS LINE
 - S- SANITARY SEWER LINE
 - R/W RIGHT OF WAY
 - B/B BACK TO BACK CURB
 - E/P EDGE OF PAVEMENT
 - ⊙ MANHOLE
 - DI DROP INLET
 - WM WATER METER

PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

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 116.164 ; 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 DAY
OF 2019

STEPHEN N. SPRUILL L-2723

I CERTIFY THAT THIS SURVEY IS A STREET CLOSURE SURVEY
AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION
IN THE CITY OF GREENVILLE

STEPHEN N. SPRUILL L-2723

GREENVILLE SUBDIVISION ADMINISTRATOR

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE
CITY OF GREENVILLE HAS PASSED A RESOLUTION TO
CLOSE A PORTION OF BONNERS LANE AND SOUTH ALLEY
STREET.

RESOLUTION No. _____

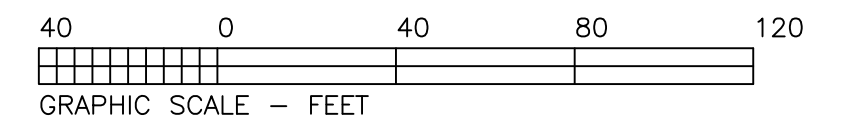
SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

STREET CLOSING MAP FOR
A PORTION OF
BONNERS LANE
AND
SOUTH ALLEY STREET

CITY OF GREENVILLE
GREENVILLE TOWNSHIP ~ PITT ~ COUNTY
NORTH CAROLINA

DATE: SEPTEMBER 25, 2019 SCALE: 1" = 40'



Spruill & Associates Inc.

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

Firm No.
C-978



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Resolution to Close a portion of Atlantic Avenue

Explanation: **Abstract:** This item is to consider a Resolution to Close a portion of Atlantic Avenue from the southern right of way of Eight Street to a location about 405 feet north of Dickinson Avenue.

Explanation: The City is requesting to close a portion of Atlantic Avenue from the southern right of way of Eight Street to a location about 405 feet north of Dickinson Avenue.

City Council adopted a Resolution of Intent to Close a portion of Atlantic Avenue during its January 9, 2020, meeting setting the date for the public hearing on February 13, 2020. The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its January 21, 2020, meeting.

Pursuant to the provisions of G.S. 160A-299, the Resolution of Intent to Close was published in The Daily Reflector on four consecutive Mondays (January 13, 20, 27 and February 3, 2020), a copy thereof was sent by certified mail to all owners of property adjacent to the street as shown on the Pitt County tax records, and a notice of the closing and public hearing has been prominently posted in two places along the street section to be closed.

The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). Staff and GUC request a utility easement over and upon the street section to be closed.

Fiscal Note: Upon the effective date of the Resolution to Close by City Council, budgeted funds of \$629 for yearly maintenance of this street section will no longer be required and the City will no longer receive \$167 in Powell Bill funds for maintenance of this

street section.

Recommendation: Hold a public hearing on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual. If it appears to the satisfaction of City Council after the hearing that closing this street section is not contrary to the public interest and that no individual owning property in the vicinity of this street section in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property, City Council may adopt the Resolution to Close a portion of Atlantic Avenue.

ATTACHMENTS:

- ❑ **Resolution to close portion of Atlantic Avenue 1122970**
- ❑ **Atlantic Avenue Map**

RESOLUTION NO. _____
AN ORDER OF THE CITY COUNCIL OF THE CITY OF GREENVILLE,
NORTH CAROLINA, TO CLOSE A PORTION OF ATLANTIC AVENUE
LOCATED SOUTH OF EIGHTH STREET AND NORTH OF DICKINSON AVENUE

WHEREAS, the City Council of the City of Greenville, at its January 9, 2020, meeting, adopted a resolution declaring its intent to close a portion of Atlantic Avenue from the southern right of way of Eighth Street to a location about 405 feet north of Dickinson Avenue; and

WHEREAS, pursuant to the provisions of G.S. 160A-299, said resolution was published once a week for four (4) successive weeks in The Daily Reflector setting forth that a hearing will be held on the 13th day of February, 2020, on the question of the closing said street section; and

WHEREAS, a copy of the resolution was sent by certified mail to all owners of the property adjoining said street section, as shown on the County tax records, and a notice of the closing and the public hearing was prominently posted in at least two (2) places along said street section; and

WHEREAS, a hearing was conducted on the 13th day of February, 2020, at which time all persons interested were afforded an opportunity to be heard on the question of whether or not the closing will be detrimental to the public interest or the property rights of any individual; and

WHEREAS, it appears to the satisfaction of the City Council of the City of Greenville, North Carolina, after conduction of said hearing, that the closing of said street section is not contrary to the public interest, and that no individual owning property in the vicinity of said street or in the subdivision in which the street is located would thereby be deprived of reasonable means of ingress and egress to their property;

IT IS NOW THEREFORE ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the property described below be and the same is closed, and all right, title and interest that may be vested in the public to said area for street purposes is released in accordance with the provisions of G.S. 160A-299:

Location: Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being bounded on the north and south by portions of Atlantic Avenue to remain open, on the east by the property of City of Greenville known as Tax Parcel 34561, on the west by the property of City of Greenville known as Tax Parcel 11698 and being more particularly described as follows:

Description: Commencing at a point located at the intersection of the eastern right of way line of Atlantic Avenue with the southern right of way of Eight Street; thence running along the eastern right of way line of Atlantic Avenue, S06°38'50"W – 452.00 feet to a point; thence leaving said eastern right of way of Atlantic Avenue, N 83°21'10"W - 40.03 feet to a point on the western right of way line of Atlantic Avenue; thence along and with said western right of way line of Atlantic Avenue, N 06°38'18"E - 452.02 feet to a point at the intersection of the western right of way line of Atlantic Avenue with the prolongation of the southern right of way line of Eighth

Street; thence leaving said western right of way line of Atlantic Avenue and with the prolongation of the southern right of way line of said Eighth Street, S 83°19'37"E - 40.10 feet to a point located at the intersection of the eastern right of way line of Atlantic Avenue with the southern right of way of Eight Street, the POINT OF BEGINNING, containing 0.4157 acre, more or less, and being a portion of the right of way of Atlantic Avenue lying between Eighth Street and Dickinson Avenue as show on a map titled "Street Closing Map for a portion of Atlantic Avenue" dated December 20, 2019 as prepared by Spruill and Associates, Inc.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that the City of Greenville does hereby reserve its right, title, and interest in any utility improvement or easement within the street section closed pursuant to this order. Such reservation also extends, in accordance with the provisions of G.S. 160A-299(f), to utility improvements or easements owned by private utilities which at the time of the closing have a utility agreement or franchise with the City of Greenville.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the Mayor and City Clerk are authorized to execute quit-claim deeds or other legal documents to prove vesting of any right, title or interest to those persons owning lots or parcels adjacent to the street in accordance with G.S. 160A-299(c), provided all costs shall be paid by any adjoining landowner requesting such action, all documents must be approved by the City Attorney and all documents, when appropriate, must reserve to the City any easements retained by the City. The intent of this paragraph is to authorize the execution of quit-claim deeds when requested by adjacent property owners; however, none are required and this paragraph is not intended to alter the vesting of title by operation of law as established by G.S. 160A-299(c).

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that a copy of this Order shall be filed in the Office of the Register of Deeds of Pitt County after the effective date of this Order.

ADOPTED this the 13th day of February, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

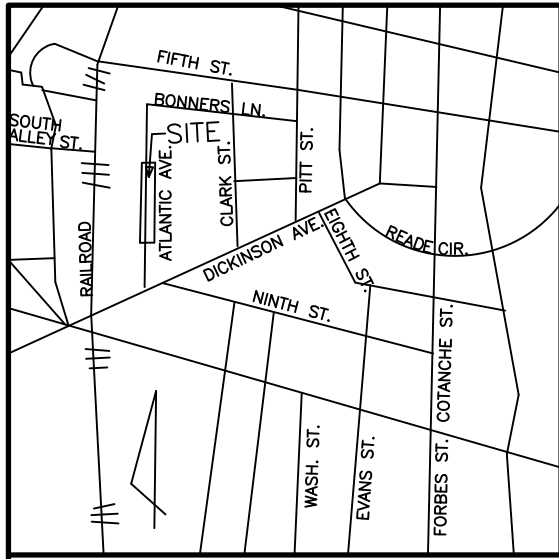
I, Polly Jones, a Notary Public for said County and State, certify that Valerie Shiuwegar, personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument 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 13th day of February, 2020.

Notary Public

My Commission Expires: _____

#1122970



VICINITY MAP
1" = 1000'

NOTES

- THIS IS A STREET CLOSING SURVEY OF A PORTION OF ATLANTIC AVENUE
- ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES; NO GRID FACTOR APPLIED
- THE COMBINED NC GRID FACTOR USED FOR GRID COORDINATE CALCULATIONS IS 0.99989763
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 3720468800K, DATED 7/7/2014
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS AND APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE OR GREENVILLE UTILITIES COMMISSION
- THE DESIGNATION NOTED OVER NEW WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS

LEGEND

- ◁ EXISTING GEODETIC MONUMENT
- P.K. NAIL SET
- IRON PIPE SET
- ⊕ EXISTING DRILL HOLE
- PP POWER POLE
- U- OVERHEAD UTILITY LINE
- S- SANITARY SEWER LINE
- W- WATER LINE
- ⊙ EXISTING MANHOLE

NCGS MONUMENT "GREENVILLE"
N= 681967.820
E= 2478333.050
NAD 83(2001)

NCGS MONUMENT "TYSON"
N= 681940.420
E= 2479521.260
NAD 83(2001)

N= 681639.705
E= 2480220.056
NAD 83(2001)

NC GRID NORTH NAD 83(2001)

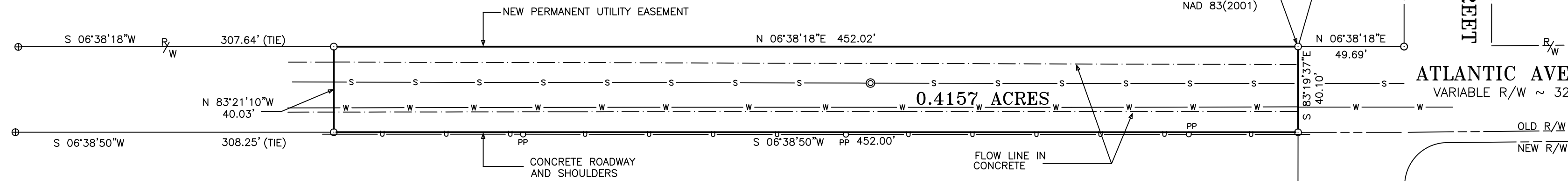
CITY OF GREENVILLE
D.B. 3035, P. 638

CITY OF GREENVILLE
D.B. 3035, P. 638

SOUTH ALLEY STREET
(TO BE CLOSED)
30' B/B

EIGHTH STREET
50' R/W

ATLANTIC AVENUE
VARIABLE R/W ~ 32' B/B



PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

STATE OF NORTH CAROLINA
COUNTY OF PITT
I, _____, REVIEW
OFFICER OF PITT COUNTY CERTIFY
TO THE BEST OF MY KNOWLEDGE & BELIEF
THAT THE MAP OR PLAT TO WHICH THIS
CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
DATE: _____

I CERTIFY THAT THIS SURVEY IS A STREET CLOSURE SURVEY
AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION
IN THE CITY OF GREENVILLE

STEPHEN N. SPRUILL L-2723

GREENVILLE SUBDIVISION ADMINISTRATOR

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE
CITY OF GREENVILLE HAS PASSED A RESOLUTION TO
CLOSE A PORTION OF BONNERS LANE AND SOUTH ALLEY
STREET.

RESOLUTION No. _____

SIGNED _____

MAYOR

SIGNED _____

CITY CLERK

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 116,164 ; 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 DAY
OF _____ 2020

STEPHEN N. SPRUILL

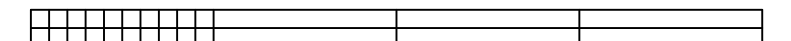
L-2723

STREET CLOSING MAP FOR
A PORTION OF
ATLANTIC AVENUE

CITY OF GREENVILLE
GREENVILLE TOWNSHIP ~ PITT COUNTY
NORTH CAROLINA

DATE: DECEMBER 20, 2019 SCALE: 1" = 40'

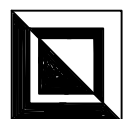
40 0 40 80 120



GRAPHIC SCALE - FEET

Spruill & Associates Inc.

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



Firm No.
C-978



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Development Agreement Between the City of Greenville and Seacoast Communities Related to the Purchase of Imperial Property for the Development of a Hotel and Market Rate Housing

Explanation: **Abstract:** City staff will present for Council approval a development agreement between the City of Greenville and Seacoast Communities related to the purchase of the Imperial property for the commercial development of the site.

Explanation: At the October 7, 2019 City Council meeting, Council received a presentation on the private development of the Imperial Tobacco property from Seacoast Communities. The proposed economic development project was modeled to consist of two phases with a total projected investment of approximately \$41 million. The following is information relative to the Development Agreement for the purchase of the project property as well as an overview of the Agreement:

Letter of Intent:

At the October 21, 2019 City Council meeting, staff presented for approval a Letter of Intent (LOI) between the City and Seacoast Communities related to the development project. The LOI included a summary of each phase of the project as follows:

Phase One of the project will consist of a minimum three-star boutique style hotel with approximately 100 rooms and a rooftop bar and lounge. The total investment for Phase One is projected to be approximately \$16 million.

Phase Two of the project will consist of Greenville's first all conventional market rate housing property in uptown, which would add between 250 and 300 new residents. The project will target groups currently being underserved in the uptown residential market such as young professionals, working adults, and corporate employees.

The project will also be designed with the application of strict leasing standards so as to minimize the potential of adding to the student housing market. The market rate

housing will not include any quad style suites, and only one lease will be allowed per unit. In addition, leases will be established so as to not allow parents to co-sign on the lease. The total Phase Two project will include approximately 200 units and 1,200 square feet of commercial space at a total projected investment of approximately \$25 million.

The LOI also outlined the terms of the project arrangement that are acceptable to both the City and to Seacoast Communities. City Council approved the LOI on October 21, 2019 and directed staff to begin working on a development agreement related to the project. Staff has been working with Seacoast to create the development agreement which is attached for City Council consideration.

Development Agreement Highlights:

The development agreement is a direct reflection of the LOI previously approved by the Council. The development agreement presented for approval serves as the legal contract between the City and Seacoast Communities for the conveyance of Imperial property related to each phase of the development.

The following are the key highlights of the development agreement:

- Phase One will include development of a hotel and consist of approximately 2.06 acres. Phase Two will include development of market rate housing and consist of approximately 3.68 acres. Phase Two will be developed after Phase One.
- Property will be conveyed to Seacoast at the fair market value as of the date of the execution of the development agreement. The appraised value of the property as of October 3, 2019 is \$500,000 per acre.
- Seacoast shall provide a deposit of \$25,000 with the City's escrow agent, Nexsen Pruet LLC, so as to complete its due diligence through a 120-day study period. Seacoast shall deposit another \$25,000 deposit with the City's escrow agent after the study period, which will be held until closing on the sale of the property.
- The City shall convey the Imperial property to Seacoast as legally described (meets and bounds) in Exhibit A of the development agreement (page 22).
- Phase One (hotel) shall be developed in compliance with the purchase terms as included in Exhibit C of the development agreement (page 30).
- Phase Two (market rate housing and historical building) shall be developed in compliance with the purchase terms as included in Exhibit D of the development agreement (page 33).
- The City shall be responsible for specific public improvements as outlined in Exhibit E of the development agreement (page 36). Such improvements include a) demolition and clearing of existing structures on property (not including historical building), b) partial rebuild of Atlantic Avenue inclusive of utilities, stormwater, and

streetscape (related to partial rebuild only), c) construction of public parking lot and community plaza on tax parcel 22175.

- Seacoast shall retain, stabilize and improve the appearance of the historic office building to be consistent with the historic character of the building. Seacoast shall restore the historic office building and place it into service for an office or other commercial use contingent on Seacoast's ability to secure public funding to assist with the building's renovation.
- The City shall provide a Capital Investment Grant for the hotel equal to 75% of annual property taxes for 12 years as outlined in Exhibit E of the development agreement (page 36). At any time during the grant period the development does not comply with the purchase terms related to the first five conditions and restrictions as included in Exhibit C of the agreement, then the Capital Investment Grant shall be terminated.
- The City shall provide a Capital Investment Grant for the historic office building equal to 75% of the annual property taxes for ten years as outlined in Exhibit E of the development agreement (page 36). At any time during the grant period the building does not operate for an office or other commercial use, then the Capital Investment Grant shall be terminated.
- The City shall assign the Brownfield Agreement in relation to the property to Seacoast and Seacoast will assume responsibility for performance obligations with respect to that portion of the property.
- Seacoast shall apply for a building permit for the Phase One project within 12 months of the approval date of the development agreement by Council. In the event that the building permit is not applied for within 12 months, the City, in its sole discretion, may refund any payments made by Seacoast less the amount of the deposit, and ownership of the property will revert to the City (see Exhibit C).
- Seacoast shall apply for a building permit for the Phase Two project no later than 12 months after the completion of Phase One. In the event that the building permit is not applied for within this period, the City, in its sole discretion, may refund any payments made by Seacoast less the amount of the deposit, and ownership of the property will revert to the City (see Exhibit D).
- Seacoast shall complete Phase One within 20 months of issuance of the building permit. If the project is not completed within 20 months plus 120 days, the City shall assess liquidated damages of \$500 per day. The City and Seacoast may mutually agree to extend the completion date (see Exhibit C).
- Seacoast shall complete Phase Two within 24 months of issuance of the building permit. If the project is not completed within 24 months plus 120 days, the City shall assess liquidated damages of \$500 per day. The City and Seacoast may mutually agree to extend the completion date (see Exhibit D).

- Seacoast shall fund construction of all parking required for Phase One and Phase Two.
- Seacoast shall include an art component in both phases of the project.
- For both Phase One and Phase Two, Seacoast shall include features within the project design that reflect and pay tribute to the history of the Imperial Tobacco Processing Plant and the citizens that both worked and lived in the surrounding West Greenville communities including Greenville Heights and the Higgs district. Seacoast shall conduct a series of public input meetings in West Greenville to receive input from the community regarding ways to integrate the area's history into the project.
- Seacoast shall expend a minimum of \$20,000 in the Phase One hotel on art and/or history components (interior and/or exterior) and a minimum of \$35,000 in the Phase Two market rate housing on art and/or history components (interior and/or exterior).
- The City and Seacoast shall jointly select an advisory group to provide input and guidance as to the art and historical components included in the project.

Projected Economic Impact:

Approval of the development agreement is the second step in the development of the property that will have a significant impact on Uptown Greenville and the overall Greenville economy. The following are a few highlights of the proposed development project:

- The project puts public property back on the property tax rolls.
- The project is anticipated to increase the number of people in Uptown by 300 to 400 per day.
- The project is projected to increase annual tax revenues by approximately \$195,000 per year.
- The project supports pedestrian connectivity.
- The project creates a supply of professional market rate housing in order to meet the demand as modeled in the January 2018 Kimley Horn study.
- The project creates mixed-use retail and activates currently underutilized urban property.
- The project will create a community gathering space in the heart of the Dickinson Avenue corridor and restore the historic office building located on the property.
- The project will add to the fiscal operations of the City, projected to generate \$3.2 million in net revenues over 15 years.

Public Hearing:

Pursuant to the statutory authority under N.C. General Statute § 158-7.1, the City will hold a public hearing on February 13th related to the development agreement contract. The City has negotiated the sale of the property on which this project will be built, as an economic development project which will increase the tax base of the City, create jobs, and stimulate development of the uptown area. The value of the property is not less than \$2,800,000. The consideration to be paid to the City in exchange for the property is estimated to be no less than \$2,800,000. A copy of the resolution is attached for consideration pursuant to North Carolina General Statute 158-7.1.

Fiscal Note:

The project will consist of two phases. Phase One will include development of a hotel and consist of the conveyance of approximately 2.06 acres. Phase Two will include development of market rate housing and consist of the conveyance of approximately 3.68 acres. The property will be conveyed to Seacoast at the fair market value as of the execution of the development agreement by Council. The appraised value per acre is \$500,000 as of the October 3, 2019 appraisal.

The City will also prepare the site and make infrastructure improvements in connection with the development including the construction of a public parking lot and the partial rebuild of Atlantic Avenue from Dickinson Avenue. The proposed cost of the site and infrastructure improvements is estimated at approximately \$1.5 million and will be funded from the proceeds of the sale of the property to Seacoast.

Recommendation:

Consider for approval the development agreement between the City of Greenville and Seacoast Communities related to the purchase of the Imperial property for the development of a hotel and market rate housing

ATTACHMENTS:

- ☐ **Imperial_Development_Agreement_Council_Final_2-4-20_1123383**
- ☐ **Resolution_3_Wages_Paid_Workers_1122880**

DEVELOPMENT AGREEMENT
BETWEEN
SEACOAST COMMUNITIES, LLC,
OR IT'S ASSIGNS AS BUYER
AND
CITY OF GREENVILLE, N.C. AS SELLER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this ___ day of February, 2020, by and between **SEACOAST COMMUNITIES, LLC**, a Delaware limited liability company, and its assigns ("Buyer") and **CITY OF GREENVILLE, N.C.**, a municipal corporation ("Seller").

WITNESSETH: In consideration of the mutual covenants of Seller and Buyer contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer in fee simple, and Buyer agrees to purchase from Seller all those parcels of Property situated, lying and being in Greenville, North Carolina, which are more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"). Project Phase plans are included in Exhibit B. Phase One will be developed to include a hotel, and will consist of approximately 2.06 acres. Phase Two will be developed as market rate apartments, and will consist of approximately 3.68 acres. The Property shall be together with and including all appurtenances, rights, hereditaments, privileges, easements and development rights benefiting, belonging or pertaining thereto, and any right, title and interest of Seller in and to any Property lying within the metes and bounds of the Property as shown on Exhibit A. It is Buyer's intention to pursue the development of the Property in conformity with the Master Plan on Exhibit B attached hereto and made a part hereof (the "Master Plan"), as might be modified by the agreement of Buyer and Seller from time to time. All development will comply with governmental zoning or other regulatory requirements.

2. Purchase Price and Deposit. Buyer shall pay, at closing of the Phase One Property, the per acre fair market value of the Phase One Property as of the date of execution of the Agreement. Buyer shall pay at closing for the Phase Two Property, the per acre fair market value of the Phase Two Property as of the date of execution of the Agreement. The City Council, which will establish the fair market value through method of appraisal, performed and certified by a Member Appraisal Institute (MAI) appraiser contracted with by the City. But in no event shall the per acre fair market value of the Property be less than \$500,000. The Purchase Price shall be paid by Buyer to Seller at Closing (as hereafter defined) in cash or by certified check or wired funds.

Within five (5) days following the Effective Date, (as defined in Section 31 hereof), Buyer shall deliver, in escrow, to Nexsen Pruet PLLC, as escrow agent ("Escrow Agent") the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Initial Deposit"). Within five (5) business days following the end of the Study Period (hereafter defined in Section 5), so long as Buyer has not terminated this Agreement, the amount of the deposit shall be increased by Buyer making an additional deposit with the Escrow Agent of Twenty-Five

Thousand Dollars (\$25,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit so made are hereafter collectively called the "Deposit." The Deposit shall be held in an interest-bearing FDIC insured account at a financial institution designated by Escrow Agent. At Closing, the Deposit shall be paid by Escrow Agent to Seller and applied against the Purchase Price. Any interest earned, net of service charges, shall be forwarded by the bank to the North Carolina State Bar's IOLTA program. If the transaction contemplated by this Agreement does not close for any reason, the Deposit shall be disbursed in accordance with the terms of this Agreement. Seller acknowledges that Buyer's entering into this Agreement to purchase the Property and undertaking to perform such tests and studies as Buyer, in its sole discretion, shall deem reasonable and advisable, is adequate and sufficient consideration for the right to terminate this Agreement for any reason, during and within the Study Period, as defined in Section 5.a. of this Agreement.

3. Closing. Closing of the sale and purchase of Phase One of the Property pursuant to this Agreement ("Closing") shall take place in Greenville, North Carolina at the offices of Buyer's attorney or the Escrow Agent during normal business hours. The Closing shall take place on a regular business day on or before the date that is one (1) year following the Effective Date of this Agreement. Additional contractual obligations and commitments which are accepted and agreed to by the Buyer as of the closing are specified in Exhibit C of this document. Closing of the sale and purchase of Phase Two of the Property pursuant to this Agreement ("Closing") shall take place at the offices of Buyer's attorney or the Escrow Agent during normal business hours. The Closing on the Phase Two property shall occur no earlier than the point at which Phase One has been determined, in writing by the City's Inspections Division, to be 80% complete, with Phase One construction rough-ins, insulation installation, and sheetrock installation being completed, after the building is under roof and dried in, and no later than six (6) months after the completion of Phase One. The Closing shall take place on a regular business day. Closing of Phase Two can occur at an earlier date agreed by the City and the Buyer. Additional contractual obligations and commitments which are accepted and agreed to by the Buyer as of the Phase Two closing are specified in Exhibit D of this document. Prior to closing Seller is responsible for all public investments specified in EXHIBIT E of this Agreement.

It is understood and agreed that the conveyance of the Property by the City to the Developer is solely for the economic development purposes of increasing the property tax base of the City and stimulating further development and improvements in the downtown area of the City. Consequently, but for the commitment of the Developer to make the improvements set forth in this Agreement and specifically in Exhibits C and D, the City would not have the authority to negotiate the sale of the property and would not have done so. Therefore, it is essential that the property be reconveyed to the City if for any reason the Developer does not undertake and complete the improvements required by this Agreement. As a result of this, it is agreed that:

a. The special warranty deed by which the Property for Phase One and Phase Two will be conveyed by the City to the Developer will contain a reversionary term by which the Property will be reconveyed to the City if the Developer fails to initiate and undertake the development of the Property for either Phase One or Phase Two as required by this Agreement. Upon the Developer submitting the complete and final building permit application for Phase One the reversionary clause for the Phase One property will be released by the City. Upon the Developer submitting the complete and final building permit application for Phase Two, the reversionary clause for the Phase two property will be released by the City. The form and content of the reversionary clause will be negotiated between the parties. The form and content of the document releasing the reversionary clause shall be negotiated between the parties.

b. To secure the completion of all improvements to the Property as set forth in the Agreement, the City will have deeds of trust on the Property for Phase One and Phase Two which will provide for the development of the Property to be completed as agreed to in this Agreement. The deeds of trust will be subordinated to any deed of trust or lien necessary to secure financing for the Developer's improvements to the property. The deeds of trust will be in a form and contain terms that are negotiated between the parties, but which will be acceptable to the City, in its sole discretion. The deeds of trust will be released when the development of Phase One or Phase Two have been completed and certificates of occupancy issued for all improvements in each Phase. Provided however that if desired by the Buyer, the Parties will negotiate in good faith to utilize a letter of credit, performance bond, or some other form of security to assure that the improvements of the Property will be completed by the Buyer.

At Closing, Seller shall execute and deliver to Buyer:

a. a duly executed and acknowledged special warranty deed (with a covenant of further assurances) conveying the Property to Buyer, in fee simple, which deed shall be in a form reasonably acceptable to Buyer;

b. a closing and settlement statement in form and substance mutually satisfactory to both parties;

c. a certificate, executed and sworn to by Seller, confirming that (i) as of the Closing Date, all of the warranties and representations set forth in this Agreement are true and correct, and all covenants and agreements set forth in this Agreement to be performed by Seller have been satisfied, (ii) Seller has delivered true, correct and complete original permits and property agreements to Buyer, and (iii) that no material adverse changes have occurred with respect to any part of the Property; and

d. any other document reasonably necessary to consummate the transactions contemplated by this Agreement, including but not limited to, such title affidavits or other instruments as Buyer's title insurance company may require as to any matters to the extent not inconsistent with Seller's obligations under this Agreement.

At Closing, Buyer shall execute and deliver to Seller:

- a. the approved settlement statement;
- b. the Deposit and the balance of the Purchase Price, adjusted as provided by the approved settlement statement; and
- c. any other document reasonably necessary to consummate the transactions contemplated by this Agreement.

4. Undertakings of Parties Pending Closing. Within ten (10) days following the Effective Date, Seller will deliver to Buyer, at no cost or expense to Buyer, copies of all tests, studies and surveys in Seller's possession, or in the possession of Seller's consultants or agents, relating to the Property and its operations, including, without limitation, surveys, agreements with adjacent Property owners, agreements with governmental authorities, title information, topographic maps, engineering and environmental reports, soil reports, wetland surveys, licenses and permits, land plans, building plans and specifications, utility information, real estate tax bill and assessment, permits and permit applications, any service, maintenance or management contracts, warranties, maintenance and repair records, all currently operative leases, contracts and permits, all service, maintenance or management contracts, and any other documents or materials relating to the ownership, operations and maintenance of the Property ("Seller's Property Reports"). From the Effective Date until Closing (i) Seller shall give to Buyer, its agents and representatives, full and free access to all areas of the Property during normal business hours; (ii) Buyer, its agents and representatives, shall have the right, at Buyer's cost and risk, upon reasonable prior verbal or written notice to Seller, to enter upon the Property for the purpose of making physical inspections, environmental test to North Carolina Department of Environmental and Natural Resources , n/k/a the North Carolina Department of Environmental Quality ("NCDEQ") in connection with the Brownfields Agreement obligations referenced in and pursuant to the conditions set forth in Section 10 of this Agreement, including, but not limited to, restrictions on communications with NCDEQ prior to closing on the Property and surveys, soil test ,including test borings for geotechnical purposes, and other similar inspections and studies; and (iii) Seller shall render to Buyer all reasonable assistance requested by Buyer in obtaining any permits, consents or approvals which Buyer believes to be necessary in connection with Buyer's planned use of the Property. Provided however that reasonable assistance as defined in subsection (iii), immediately preceding, shall in no way imply or be interpreted as any expectation of the City or obligation on the part of the City to take any specific action on permit applications, plan reviews or other applications which might come before the City's staff or Council. It is expressly understood that the City staff and Council retain all discretion as to acting on all regulatory matters that might come before them. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 4, prior to any entry upon the Property, Buyer, at no cost to the Seller, shall furnish Seller with a certificate of insurance, in form and content acceptable to Seller, which names the City as an additional insured party. The insurance coverage provided by the Buyer shall have

coverage limits of no less than \$1,000,000 per occurrence and \$7,000,000 in total. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 4, Buyer shall keep the Property free and clear of any and all liens or claims resulting therefrom, shall defend, indemnify and hold harmless Seller, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) for loss or damage to property and/or injuries to or death of persons arising therefrom, and, if Closing does not occur for any reason, Buyer shall restore any portion of the Property damaged by Buyer's activities on the Property to its condition immediately before such activities. The rights and obligations of the Buyer to indemnify Seller as aforesaid under the provisions of this Section 4 shall survive Closing or any termination of this Agreement.

5. Study Period; Conditions Precedent.

a. Study Period. Buyer's obligation to purchase the Property is contingent upon Buyer's completion of Buyer's review of the Property to Buyer's satisfaction on or before the date which is one hundred twenty (120) days following the Effective Date (the "Study Period"). Such review and investigation shall be conducted at Buyer's sole cost and expense. Buyer may terminate this Agreement at any time prior to 5:00 p.m. on the last day of the Study Period by written notice to Seller. If this Agreement is so terminated by Buyer prior to the end of the Study Period, the Deposit shall immediately be refunded to Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

b. Development Approvals Contingency. Buyer shall have an initial period of one (1) year following the Effective Date, as may be extended (the "Approvals Period"), to acquire all approvals and permits for Phase One, and an initial period of one (1) year following the completion of Phase One, as may be extended (the "Approvals Period"), to acquire all approvals and permits for Phase Two including grading, foundation and building permits, that Buyer deems necessary or desirable for the development of the Property as set forth on the Master Plan (each hereinafter an "Approval," and collectively the "Approvals"). If Buyer determines one or more Approvals related to the development of the Property under the Master Plan are required or desired, but have not yet been obtained during the initial Approvals Period, then so long as Buyer diligently commences to obtain such Approval(s) and thereafter prosecutes such Approval(s) in a commercially reasonable manner, the last day of the Approvals Period may be extended by two (2) ninety (90) day extensions of the Approvals Period. To exercise each extension option, prior to the expiration of the Approvals Period (as it may be extended), Buyer shall (i) notify Seller and the Title Company of such exercise, and (ii) increase the Deposit by an additional Ten Thousand Dollars (\$10,000.00) deposit credited for each Extension Option exercised. Upon exercising any of the extensions provided above, Buyer shall deliver to Seller upon Seller's reasonable request, periodic updates regarding Buyer's acquisition

of the remaining requested Approvals. Seller's obligation to grant any further extensions above is conditioned upon a showing that Buyer has pursued the Approvals in a commercially reasonable manner.

If at any time prior to Closing, Buyer determines that the desired Approvals have not been, or will not be, issued, then Buyer may terminate this Agreement by written notice to Seller. If this Agreement is terminated by Buyer pursuant to this Section 5(b) after the end of the Study Period, then the Deposit shall be forfeited by the Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liability or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

6. Title and Survey. Title to the Property shall be good and marketable, free and clear of all liens, encumbrances and encroachments, and free of all violation notices from any governmental authority having jurisdiction over the Property, except for the Permitted Exceptions, as hereinafter defined. For purposes hereof, "Permitted Exceptions" shall mean (a) the exception matters disclosed on Seller's title policy, which is attached hereto as Schedule 6 excluding any exception for survey matters; and (b) any other matters which are not objected to by Buyer during the Study Period except for those matters hereinafter described to which Buyer may object following the Study Period. Title to the Property shall not be deemed good and marketable unless a national title insurance company, acceptable to Buyer, agrees to insure fee simple title to the Property and issue to Buyer an owner's title insurance policy, at standard rates, subject only to the Permitted Exceptions. Funds payable by Buyer at Closing may be used to pay off any existing liens, encumbrances or violation penalties, including accrued interest thereon.

During the Study Period Buyer may cause a title company to conduct a title examination of the Property and a surveyor to prepare an ALTA Survey of the Property. If Buyer finds title not to be as set forth in Schedule 6, Buyer shall, no later than the last day of the Study Period, notify Seller in writing specifying the differences or survey objections. Buyer shall have the right to additionally object to any matters first appearing of record after the expiration of the Study Period, or during the gap from the last update of title to the expiration of the Study Period, unless such matters were caused by Buyer.

If, as provided above, Buyer has given Seller timely written notice of any such differences or survey objections, Seller shall use reasonable efforts to cause such objections to be resolved by the date of Closing. Seller agrees to remove any mortgage lien against the Property. Seller shall bring suit, if necessary, to cure any other objection or to buy-out or settle any other claim or lien against the Property so long as such actions do not render such matters uncollectible under Seller's title insurance. Notwithstanding the foregoing, Seller (which shall not be deemed a limitation on Seller's title insurer) shall not be required to expend more than One Hundred Thousand Dollars (\$100,000.00) in the aggregate, including reasonable attorney's fees and expenses, to remove any title or survey objections. At either party's option, the date of Closing may be extended for a

period not to exceed ninety (90) days for purposes of eliminating any title or survey objections. In the event that Seller does not eliminate any title or survey objections as of the date of Closing as the same may be extended under the preceding sentence, Buyer shall have the option of either (i) proceeding with Closing and accepting the title "as is", without reduction in the Purchase Price and without claim against Seller therefor, or (ii) terminating this Agreement in which event the Escrow Agent shall return the Deposit and all interest earned thereon to Buyer and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

7. Delivery of Related Documents. Each party shall execute and acknowledge, seal and deliver, after the date hereof and at Closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

8. Adjustments. At Closing, all rents, real estate taxes, utilities, charges for sewer and water, if any, and all other public or governmental charges or public or private assessments against the Property shall be adjusted and apportioned between the parties as of 11:59 p.m. on the date of Closing and shall thereafter be assumed and paid by Buyer, whether or not assessments have been levied as of the date of Closing. All assessments imposed against the Property by any governmental agency or public utility for improvements resulting from work commenced or development activities undertaken on or before Closing shall be paid in full by Seller at Closing. All assessments for improvements to or for the benefit of the Property for work commenced after Settlement shall be paid by Buyer unless such work is required by or results from development activities undertaken on or before Closing by Seller in which case the assessment shall be paid by Seller. If at the time for the delivery of the deed, the Property is affected by an assessment that is or may become payable in annual installments, then for the purposes of this Agreement, all of the unpaid installments of any such assessment shall be deemed to be due and payable and shall be paid and discharged by Seller.

The cost of all documentary stamps, recordation taxes and transfer taxes with respect to this transaction shall be shared and paid equally by Seller and Buyer; provided, however, that Seller and not Buyer shall be solely responsible for the payment of any agricultural transfer tax with respect to the Property and/or this transaction.. Prior to the Closing Date, Seller shall give notice to the appropriate suppliers of utility services to the Property for the purpose of reading meters on the Closing Date in connection with the prorations required in this Agreement and for the purpose of transferring payment responsibility for such expenses to Buyer after the Closing Date.

9. Representations and Warranties by Seller.

To induce Buyer to enter into this Agreement and to purchase the Property, Seller hereby represents and warrants to, and covenants and agrees with, Buyer, the

following, with the understanding and intention that Buyer is relying upon the accuracy of such representations and warranties, and the agreement of Seller to comply with and perform such covenants and agreements. These representations, warranties, covenants and agreements shall be deemed to be made by Seller to Buyer as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date). This Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and the full and complete satisfaction of such covenants and agreements, and if such representations and warranties are not true and accurate or if any such covenants and agreements are not satisfied, Buyer shall have the option of terminating this Agreement by written notice to Seller and receiving a return of its Deposit. The following are the representations and warranties:

a. Seller is a municipal corporation which was duly formed and organized and is in good standing under the laws of the State of North Carolina. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, Seller has full power and authority to enter into and perform the terms and conditions of this Agreement, and the person executing this Agreement for Seller is fully and duly empowered and authorized to so act; to the best of Seller's knowledge, entering into this Agreement does not, and the consummation of the acts contemplated by this Agreement shall not, violate any agreements, documents or instruments to which Seller is a party or by which it is bound, or any law, governmental regulation, order or decree to which Seller is subject;

b. Except as disclosed in Exhibit F, to the best of Seller's knowledge, there are no laws, statutes, ordinances, building or use restrictions or zoning regulations now applicable to the Property which prohibit any of the uses presently being made thereof;

c. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, nor to the best knowledge and belief of Seller, are any such assessments or proceedings contemplated by any governmental authority.

d. There are no actions, suits, proceedings or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property, pending or threatened in or before any court, agency, commission, or board;

e. Seller is not in breach of any law or regulation, or under any order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherever located, with respect to the Property or the Seller's present use and operation of the Property;

f. Seller has not received any summons, citation, directive, notice, complaint, letter or other communication, written or oral, from the United States Environmental Protection Agency or other governmental authority concerning any alleged violation of any environmental law or rule or regulation at the Property and, to the best of Seller's knowledge, the Property is not currently under investigation for any such violation;

g. There is no actual, pending or threatened action, suit, claim, litigation, or proceeding by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and to the best of Seller's knowledge, there is no such action, suit, claim, litigation or proceeding contemplated;

h. Except as disclosed in Exhibit F, there are no contracts, leases, licenses, or other agreements affecting the Property;

i. From the Effective Date until the Closing, Seller shall (i) maintain the Property in, or, if necessary, restore the Property to, its present condition, subject to reasonable wear and tear, damage and condemnation, and, (ii) continue to operate the Property in a good, businesslike manner;

j. Seller has delivered to Buyer complete, true, and correct copies of all insurance policies; Seller shall continue all such insurance policies in full force and effect through the Closing Date, and Seller shall neither cancel nor amend any of the same without Buyer's prior written consent;

k. Seller has not received, and has no knowledge of, any written notices or written requests from any mortgagee, insurance company, or Board of Fire underwriters, or any organization exercising functions similar thereto, requesting the performance of any work or alterations in respect to the Property, and has not received and has no knowledge of any such non-written notices or requests;

l. From the Effective Date through the Closing Date, Seller shall not enter into any new agreements affecting the Property ("Property Agreements") without the prior written consent of Buyer. The copies of the Property Agreements previously delivered to Buyer, if any, are true, accurate, and complete, and there is no material, uncured breach or default by Seller or by any other party under the Property Agreements; prior to the Closing Date, Seller shall comply with each and every undertaking, covenant, and obligation under the Property Agreements and the same shall not be modified, amended, terminated, renewed, or otherwise altered without the prior written consent of Buyer, and Seller shall not modify or alter any repair or maintenance programs or policies now in effect with respect to the Property;

m. Seller owns the entire fee simple title to the Property (legal and equitable) and all persons who have any ownership interest or claim whatsoever in and to the Property (except trustees or mortgagees under existing deeds of trusts or mortgages, if

any) have also signed this Agreement, thereby ratifying same; on the Closing Date, Seller shall have good and marketable title in fee simple to the Property, free and clear of all restrictions, liens, leases, encumbrances, rights-of-way, easements, encroachments, exceptions, and other matters affecting title, except for the Permitted Exceptions;

n. No person, firm, or entity, other than Buyer, has any rights in or right to acquire the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Buyer's prior written consent, lease, transfer, mortgage, pledge, or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into, or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any right with respect to the Property or any part thereof;

o. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise;

p. There will be no outstanding mechanic's and materialmen's liens or claims of creditors against the Property on the Closing Date that will not be removed by Seller on the Closing Date;

q. Omitted

r. To the best of Seller's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Seller;

s. The Property is contiguous with a public road along all of its common boundary with such roadway, so that there are no strips or gores lying between such roadway and the Property. The Property has access to a publicly dedicated and accepted thoroughfare, and all access points from the Property to any public rights-of-way are either through duly issued curb (and median, if applicable) cut permits or through private easements running with title to the Property. There is no pending or threatened governmental proceeding which would impair or curtail such access;

t. Seller is responsible for all demolition and removal of all structures and existing infrastructure that will be abandoned as part of the development plan as defined in Exhibit E; and

u. Seller is responsible for installing infrastructure defined in Exhibit E, including any and all stormwater, road construction, water, sewer, electrical utilities and sidewalks; and

The above representations, and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

If Buyer discovers any breach of the foregoing representations and warranties prior to closing, it shall afford Seller a period of ninety (90) days to cure such breach. Any time utilized by Seller to cure any breach shall be added to the ninety (90) day Study Period, as defined in Section 5.a. of this Agreement. In the event Seller is unable to cure such breach within that time period, Buyer shall be entitled to terminate this Agreement in which event the Escrow Agent shall return the Deposit to Buyer.

10. Environment Conditions and Brownfields Agreement.

Seller has disclosed and Buyer acknowledges certain environmental impacts to the Property resulting from activities on the Property prior to Seller's acquisition and described the Seller's Property Reports identified in Exhibit F ("Existing Contamination"). Seller has further disclosed and Buyer acknowledges that Seller entered into Brownfields Agreement re: Imperial Tobacco Site, 710 & 711 Atlantic Avenue, Greenville, Pitt County ("Brownfields Agreement") with the North Carolina Department of Environment and Natural Resources, n/k/a the North Carolina Department of Environmental Quality ("NCDEQ") in 2015. Pursuant to the terms of the Brownfields Agreement, Seller and subsequent property owners are entitled to certain liability protections with respect to the Existing Contamination as set forth therein and in NCGS § 130A-310.33; provided, however, that Seller and future property owners must comply with the terms and conditions of the Brownfields Agreement, including the land use controls set forth therein and in the Notice of Brownfields Property recorded in the Office of Register of Deeds for Pitt County at Book 3327, Pages 604-642. Seller agrees to assign and Buyer agrees to accept Seller's assignment of the rights and obligations of the Brownfields Agreement for any portion of the Property transferred to Buyer pursuant to this Agreement. The parties agree to execute an assignment of the Brownfields Agreement in the form of the assignment attached hereto as Exhibit G ("Brownfields Assignment") and provide notice of the Brownfields Agreement to NCDEQ not less than fourteen (14) days prior to Closing. Upon transfer of any portion of the Property to Buyer, Buyer assumes all responsibilities for performance of the obligations of the Brownfields Agreement with respect to that portion of the Property.

11. Omitted

12. Representations and Warranties by Buyer.

To induce Seller to enter into this Agreement and to sell the Property, Buyer hereby represents and warrants to, and covenants and agrees with, Seller the following, with the understanding and intention that Seller is relying upon the accuracy of such representations and warranties, and the agreement of Buyer to comply with and perform such covenants and agreements. These representations, warranties, covenants and

agreements shall be deemed to be made by Buyer to Seller as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date). This Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and the full and complete satisfaction of such covenants and agreements, and if such representations and warranties are not true and accurate or if such covenants and agreements are not satisfied, Seller shall have the option of terminating this Agreement by written notice to Buyer and shall be allowed to retain the Deposit. The following are the representations and warranties:

a. Buyer is Delaware limited liability company which was validly formed and organized and is in good standing under the laws of the State of Delaware. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms; Buyer has full power and authority to enter into and perform the terms and conditions of this Agreement; and the person executing this Agreement for Buyer is fully and duly empowered and authorized to so act;

b. There are no pending or, to the knowledge of Buyer, threatened legal actions, suits or other legal or administrative proceedings pending or threatened against Buyer that, if determined adversely to Buyer, would materially adversely affect Buyer's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing; and

c. To the best of Buyer's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Buyer;

The above representations and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

If Seller discovers any breach of the foregoing representations and warranties prior to Closing, it shall afford Buyer a period of one hundred twenty (120) days to cure such breach. In the event that Buyer is unable to cure such breach within that time period, Seller shall be entitled, as its sole and only remedy, to receive and retain the Deposit and have the title to the Property conveyed to the City.

13. Other Undertakings of the Parties.

a. Omitted

b. Omitted

- c. Omitted
- d. Omitted

14. Condemnation. If after the date hereof and prior to Closing any part of the Property is taken or threatened to be taken by eminent domain or condemnation, Seller shall notify Buyer thereof, and Buyer may elect either (a) to terminate this Agreement, in which event the Deposit shall be refunded and the Agreement shall be of no further force or effect and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive Closing or termination; or (b) to consummate Closing as herein provided in which event all condemnation awards or payments shall be paid or assigned by Seller to Buyer at Closing.

15. Risk of Loss. The Property shall be held at the risk of Seller until Closing. Seller shall immediately have all insurance policies on the Property endorsed to protect all parties hereto as their interests may appear and shall continue the insurance in full force during the term of this Agreement.

16. Possession. At Closing, Seller shall deliver exclusive possession of the Property to Buyer, free and clear of any tenancies, occupants or parties in possession.

17. Termination. If Buyer fails to perform any of its obligations under this Agreement in any material respect and if such failure continues unremedied for more than Thirty (30) days following receipt by Buyer of written notice from Seller specifying the nature of such failure, then Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice to Buyer, and thereupon Escrow Agent shall pay to Seller, as liquidated damages, the Deposit. Anything contained in this Agreement to the contrary notwithstanding, in the event of a default by Buyer of any of its obligations under this Agreement, Seller's sole and exclusive remedy shall be to retain the Deposit as liquidated damages and not a penalty, such amount being recognized by Seller as being Seller's unascertainable damages that result from Seller's loss, cost and expense arising out of the transaction contemplated by this Agreement. The Deposit shall be liquidated damages for a default by Buyer because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default, and the retention of the Deposit under those circumstances will not constitute a penalty or a forfeiture. In such event, this Agreement shall be without recourse to Buyer and Seller and no damages, costs or expenses shall be sought by Seller in connection herewith. Seller expressly waives any rights to seek or obtain specific performance of this Agreement or to recover any losses suffered or incurred by Seller due to any breach or default by Buyer in excess of the Deposit. Any attendance or appearance at Closing by either party shall not nullify or void this provision for payment of liquidated damages as Seller's sole and only remedy. Upon such payment of the liquidated damages, this Agreement shall be of no further force or effect, and neither party shall

have any further rights, duties, obligations, or liabilities, at law or in equity arising out of or relating to this Agreement.

If Seller shall fail to proceed to Closing under this Agreement, or if Seller fails to perform any of its other obligations under this Agreement and if such other failure by Seller continues on unremedied for more than ten (10) days following receipt by Seller of written notice from Buyer specifying the nature of such failure, then Buyer may elect to (a) terminate this Agreement, in which event the Escrow Agent shall return the Deposit to Buyer and Buyer may recover from Seller all out-of-pocket costs and expenses incurred by Buyer with respect to investigating the Property or (b) seek and obtain specific performance of any of Seller's obligations under this Agreement.

18. Notices. Any notice to be given to any party hereto in connection with this Agreement shall be in writing and shall be deemed given if hand delivered with signed receipt, sent by electronic mail, sent by facsimile to the number provided hereunder (with transmittal confirmation), or sent by recognized overnight express delivery service, postage prepaid, and addressed as follows:

If to Seller: City of Greenville, N.C.
 200 West 5th Street
 Greenville, NC 27858
 Fax: (252) 329-4435

If to Buyer: Seacoast Communities, LLC
 3432 Henrietta Hartford Road
 Mount Pleasant, SC 29466
 Fax: (843) 388-7695

Notices shall be deemed given upon receipt thereof by both the relevant party and persons to whom copies are to be provided for such party, provided that such actual receipt be prior to 3:00 PM on a business day (days other than Saturdays, Sundays, and State or Federal legal holidays). If such notices are not received by 3:00 PM on a business day as provided above, such notices shall be deemed received on the next subsequent business day. Upon not less than ten (10) days prior notice to the other parties listed above, the parties shall be entitled to change the name, address and/or facsimile number to which notices must be sent for their behalf.

19. Brokers. No real estate commissions or brokerage fees shall be paid by Buyer or Seller arising out of this Agreement and the consummation of the transactions contemplated hereby. Each of Buyer and Seller hereby agree to defend, indemnify and hold harmless the other Party, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) arising out of claims of real estate agents, brokers or finders for a fee, commission or the like. The foregoing indemnification shall survive Closing or any termination of this Agreement.

20. FIRPTA. The Foreign Investment in Property Tax Act (FIRPTA), IRC Section 1445, requires that every purchaser of U.S. property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit, under penalty of perjury, that Seller is not a "foreign person," as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

21. Escrow Agent. Seller and Buyer agree to defend, indemnify and hold Escrow Agent harmless from and against any and all liability, loss, damage, cause of action, claim, cost and expense (including court costs and attorney's fees) sustained by Escrow Agent as a result of any activities of Escrow Agent except for acts of gross negligence or willful misconduct. Escrow Agent shall not be liable for any act or omission undertaken in good faith.

22. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. Assignment. Nothing herein is intended to confer upon any person other than the parties and their respective legal representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement. Buyer may assign this Agreement to a Subsidiary which is majority owned by the Buyer or an Affiliate of Buyer, without consent of Seller, subject to providing Seller ten (10) days' notice of assignment, provided that Assignee agrees to be fully obligated under all terms of this Agreement and Buyer will guarantee the performance by the Subsidiary or Affiliate of the obligations due under this Agreement. Any such assignment shall not release the Buyer named herein from any liability for the performance of Buyer's obligations under this Agreement. The term "Subsidiary" means, with respect to any Person, any corporation or other organization, whether incorporated or unincorporated, of which: (i) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person (through ownership of securities, by contract or otherwise); or (ii) such Person or any Subsidiary of such Person is a general partner of any general partnership or a manager of any limited liability company. The term "Affiliate" shall mean, with respect to any specified Person, another person that controls or is under common control with the specified Person. Buyer shall not assign any interest in or obligation under this Agreement to any party other than a Subsidiary or Affiliate, without the prior express written consent

of Seller. Buyer may not assign this Agreement to any other entity without the consent of the Seller.

24. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

25. Exhibits and Schedules. Each writing or plat referred to herein as being attached hereto as an exhibit or schedule or otherwise designated herein as an exhibit or schedule is hereby made a part of this Agreement.

26. Applicable Law. This Agreement shall be given effect and construed by application of the laws of the State of North Carolina, and in particular the provisions of Section 158-7.1 of the North Carolina General Statutes, without regard to principles of conflicts of laws, and any action or proceeding arising hereunder shall be brought in the courts of North Carolina; provided, that if any such action or proceeding arises under the Constitution laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the Eastern District of North Carolina. Each of the parties consent to jurisdiction and venue in the state and federal courts of North Carolina.

27. Omitted.

28. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided therein for and only for convenience of reference, and shall not be considered in construing their contents.

29. Survival. Each and every warranty, representation, covenant and agreement of Seller contained in this Agreement shall be deemed to have been made as of the Effective Date and as of the Closing Date and shall survive the Closing and shall not be merged into the deed or any other document executed and delivered at the Closing, but shall expressly survive and be binding thereafter on Seller. No inspections or examinations of the Property, or the books, records or information relative thereto by Buyer shall diminish or otherwise affect Seller's representations, warranties, covenants and agreements relative thereto and Buyer may continue to rely thereon.

30. Cumulative Rights. All rights, powers and privileges referred to under this Agreement upon the parties shall be cumulative and shall not be restrictive of those given by law except to the extent expressly provided to the contrary in this Agreement.

31. Effective Date. The term "Effective Date" as used in this Agreement shall mean the date that a fully executed original of this Agreement is delivered to and received by Buyer and the Escrow Agent.

32. No Waiver by Conduct. The failure of either party to exercise any power or given such party under this Agreement or to insist upon strict compliance by the other party with its obligations under this Agreement shall not, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

33. Pronouns. Pronouns, wherever used herein, and of whatever gender, shall include natural persons, and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

34. Holidays. Whenever the last day for the exercise of any right or discharge of any obligation under this Agreement is a Saturday, Sunday or statutory holiday, the party having such right or obligations shall have until 5:00 p.m. on the next day other than a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation.

35. Attorneys' Fees. In the event of any litigation between Buyer and Seller relating to or arising out of this Agreement, the party prevailing in such litigation shall be entitled to recover from the non-prevailing party all reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees and expert witness fees, suffered or incurred by the prevailing party with respect to such litigation.

36. Additional Obligations of Seller.

a. Existing Mortgages; Taxes. Until consummation of Closing, Seller shall keep any existing mortgage(s) against the Property current and not in default and shall pay all taxes and other public charges against the Property so as to avoid forfeiture of Buyer's rights under this Agreement.

b. Discovery of Additional Facts. Seller shall promptly advise Buyer in writing of any facts of which Seller becomes aware indicating the inaccuracy of any of the representations or warranties of Seller contained in this Agreement and shall promptly give to Buyer copies of any written notices which Seller receives relating to the Property.

c. No Waste. Seller shall keep the Property in its present physical condition and shall not excavate or commit any waste upon the Property.

d. Governmental Applications. Seller shall not file any plans, plats or any other documents or materials with any governmental authority that are not in compliance with the Agreement unless Seller has obtained Buyer's prior written approval of such plans, plats and/or other documents and materials in each instance.

37. Interpretation and Additional Definitions. Wherever in this Agreement provision is made for the doing of any act or performing any obligation by either party, such acts or performance shall be done by such party at its own cost and expense unless a

contrary intent is expressed. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. The words "including" or "includes" means "including, but not limited to". The word "any" means "any and all". The word "may" means "may, at its option, but shall not be obligated to". The phrase "laws and regulations" means any laws, ordinances, statutes, rules, regulations or other lawful requirements of any governmental authority. The phrase "governmental authority" means any federal, state or local government or quasi-governmental entity including any agency, department, division or bureau. The terms "person or entity" means and includes natural persons, firms, associations, corporations, partnership, ventures, trusts or any other type of organization. The use of the phrase "without prejudice" in any provision of this Agreement means that the exercise of any express rights or remedies shall not preclude or diminish such party's ability to exercise any other rights or remedies, at law, in equity or under this Agreement.

38. Acceptance; Counterparts. If Seller does not accept and execute this Agreement and deliver a fully executed copy of this Agreement to Buyer and the Escrow Agent on or before close of business on February 20, 2020, then the offer of Buyer set forth in this Agreement shall be deemed automatically withdrawn and of no further force or effect. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

39. Entire Agreement and Modifications. This Agreement constitutes the final and entire agreement between the parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written above.

WITNESS:

SELLER:

CITY OF GREENVILLE, N.C.

By: _____(SEAL)

Name: _____

Title _____

Date: _____

WITNESS:

BUYER:

SEACOAST COMMUNITIES, LLC

By: _____(SEAL)

Richard Banning, Manager

Date: _____

JOINDER OF ESCROW AGENT

The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

NEXSEN PRUET PLLC

By: _____(SEAL)

Name: Ernest C. Pearson

Title: Member

Date: _____

EXHIBITS AND SCHEDULES

1. EXHIBIT A LEGAL DESCRIPTION OF PROPERTY
2. EXHIBIT B MASTER PLAN FOR DEVELOPMENT
3. EXHIBIT C ADDITIONAL PURCHASE CONDITIONS FOR PHASE ONE
4. EXHIBIT D ADDITIONAL PURCHASE CONDITIONS FOR PHASE TWO
5. EXHIBIT E PUBLIC INVESTMENT
6. EXHIBIT F LIST OF DOCUMENTS KNOWN TO BE IN THE CITY'S POSSESSION RELATED TO THE SITE

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A. Phase One, Tract One:

Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being bounded on the north by the properties of City of Greenville, Vincent-Perez LLC and Hines Strength and Conditioning, LLC, on the east by Clark Street and the aforementioned Hines Strength and Conditioning, LLC, on the south by Dickinson Avenue (NCSR 1620) and on the west by Atlantic Avenue and being more particularly described as follows:

BEGINNING at an existing iron pipe located at the intersection of the eastern right of way line of Atlantic Avenue with the northwest right of way line of Dickinson Avenue (NCSR 1620); said POINT OF BEGINNING being the southern most corner of Pitt County Tax Parcel 34561; thence with the eastern right of way line of Atlantic Avenue N 09°21'46"E 96.92 feet to an existing drill hole; thence continuing with the eastern right of way of Atlantic Avenue N 10°00'00"E 308.25 feet to a point; thence leaving said eastern right of way of Atlantic Avenue and running with a new division line S 71°27'59"E 65.66 feet to an existing iron pipe at the southwest corner of the property of Vincent Perez LLC as described in Deed Book 3853, Page 834, thence with the south line of said Vincent Perez LLC property S 71°27'59"E 75.49 feet to a point at or near a building corner and being the northwest corner of the property of Hines Strength and Conditioning, LLC as described in Deed Book 3741, Page 495; thence with the west line of Hines Strength & Conditioning, LLC S 15°32'17"W 116.85 feet to a point; thence continuing with said Hines west line S 10°04'38"W 56.59 feet to an iron pipe set; thence with said Hines south line S 74°09'16"E 0.82 feet to a point at the northwest corner of Pitt County Tax Parcel 16548 standing in the name of City of Greenville as described in Deed Book 3035, Page 638; thence continuing with the south line of Hines Strength and Conditioning, LLC S 74°09'16"E 102.14 feet to an existing iron pipe at the intersection of western right of way of Clark Street with the northwest right of way of line Dickinson Avenue (NCSR 1620); thence with the northwest right of way line of Dickinson Avenue S 58°50'57"W 132.97 feet to an existing iron pipe and being the southern most corner of the aforementioned Parcel 16548; thence continuing with the northwest right of way Dickinson Avenue (NCSR 1620) S 58°47'55"W 172.06 feet to the POINT OF BEGINNING containing 1.134 acres, more or less, and being all of Pitt County Tax Parcel 16548 and a portion of Parcel 34561 and further being a portion of the property described in Deed Book 3035, Page 638. This description has been prepared based on information found in or calculated from Map Book 76, Pages 56-58, and all deed books and map books referred to herein are found in the Pitt County Registry.

B. Phase One, Tract Two:

Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being bounded on the north by the property of City of Greenville, on the east by Atlantic Avenue, on the south by the property of Etarip Capital, LLC and on the west by CSX Railroad and being more particularly described as follows:

Commencing at an existing iron pipe located at the intersection of the eastern right of way line of Atlantic Avenue with the northwest right of way line of Dickinson Avenue (NCSR 1620); said point being the southern most corner of Pitt County Tax Parcel 34561; thence with the eastern right of way line of Atlantic Avenue N 09°21'46"E 96.92 feet to an existing drill hole; thence continuing with the eastern right of way of Atlantic Avenue N 10°00'00"E 308.25 feet to a point; thence leaving said eastern right of way of Atlantic Avenue N 80°00'00"W 40.00 feet to a point on the western right of way line of said Atlantic Avenue and being the POINT OF BEGINNING; thence from said beginning point so established along and with the western right of way line of Atlantic Avenue S 10°00'00"W 305.17 feet to an existing drill hole located at the northeast corner of the property of Etarip Capital, LLC as described in Deed Book 3265, Page 482; thence with the north line of said Etarip Capital, LLC N 80° 00'00"W 132.25 feet to an existing iron pipe at the southwest corner of Parcel 11698 as described in Deed Book 3035, Page 638; thence along the west line of said Parcel 11698 N 10°00'37"E 305.17 feet to a point; thence along a new division line S 80° 00'00"E 132.19 feet to the POINT OF BEGINNING containing 0.926 acres, more or less, and being the southern portion of Pitt County Tax Parcel 11698 and further being a portion of the property described in Deed Book 3035, Page 638. This description has been prepared based on information found in or calculated from Map Book 76, Pages 56-58, and all deed books and map books referred to herein are found in the Pitt County Registry.

C. Phase Two, Tract Three:

Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being bounded on the north by the property of City of Greenville, Atlantic Avenue and the southern right of way of Eighth Street, on the east by Clark Street and the following Pitt County Tax Parcels: 04318, 21971, 21972, 15968, 22175, 20552, 85899, and 22552, on the south by portions of Parcels 34561 and 11698, and by Atlantic Avenue and on the west by CSX Railroad and being more particularly described as follows:

Commencing at an existing iron pipe located at the intersection of the eastern right of way line of Atlantic Avenue with the northwest right of way line of Dickinson Avenue (NCSR 1620), said point being the southern most corner of Pitt County

Tax Parcel 34561; thence with the eastern right of way line of Atlantic Avenue N 09°21'46"E 96.92 feet to an existing drill hole; thence continuing with the eastern right of way of Atlantic Avenue N 10°00'00"E 308.25 feet the POINT OF BEGINNING; thence from said beginning point so established leaving said eastern right of way of Atlantic Avenue N 80°00'00"W 40.00 feet to a point on the western right of way line of said Atlantic Avenue; thence along a new division line N 80°00'00"W 132.19 feet to a point on the west line of Parcel 11698 as described in Deed Book 3035, Page 638; thence along said west line of Parcel 11698 N 10°00'37"E 504.14 feet to a point on the southern right of way line of South Alley Street; thence along and with said southern right of way of South Alley Street N 80° 00'00"W 1.49 feet to a point on the eastern right of way line of CSX Railroad as established by Deed Book J-6, Page 338 and Deed Book J-6, Page 425 as being 37.50 feet from the centerline of said tracks; thence along and with said eastern right of way line of CSX Railroad N 10°07'55"E 41.17' feet to a point on the northern right of way of South Alley Street at the southwest corner of Parcel 22418 owned by Redevelopment Commission of Greenville NC as described in Deed Book 3327, Page 422; thence continuing with said CSX Railroad eastern right of way line and the west line of Parcel 22418 N 10°07'55"E 64.14 feet to a point; thence leaving said eastern right of way of CSX Railroad along a new division line S 79°56'22"E 132.44 feet to a point on the western right of way line of Atlantic Avenue; thence along said western right of way of Atlantic Avenue S 09°28'26"W 64.14 feet to an existing iron pipe on the north right of way line of South Alley Street at the southeast corner of the aforementioned Parcel 22418; thence along a new division line S 09°31'59"W 41.03 feet to a point at the intersection of the southern right of way line of South Alley Street with the western right of way line of Atlantic Avenue and being the northeast corner of Parcel 11698; thence along and with said western right of way line of Atlantic Avenue and the eastern line of said Parcel 11698 S 10°00'00"W 49.69 feet to a point; thence along a new division line S 79°58'15"E 40.10 feet to an existing P.K. nail on the western line of Parcel 34561 at the intersection of the eastern right of way line of Atlantic Avenue with the southern right of way line of Eighth Street; thence along a new division line and with the southern right of way line of said Eighth Street the following courses and distances: S 79°58'15"E 110.68 feet to an existing iron pipe; along the arc of a curve to the right having a radius of 1961.00 feet, a central angle of 03°41'36", an arc length of 126.41 feet and a chord of S 78°07'27"E 126.38 feet to an existing iron pipe and S 76°16'39"E 57.21 feet to an existing P.K. nail on the western right of way line of Clark Street; thence with the western right of way line of said Clark Street common with the eastern line of a 10 foot alley S 15°30'10"W 6.49 feet; thence continuing with said western right of way of Clark Street and along the east boundary of said 10' alley and the east line of Parcel 03938 owned by City of Greenville as described in Deed Book 1393, Page 77 S 15°26'15"W 53.73 feet to a point at the northeast corner of Parcel 04318 owned by Michael E. Glenn as described in Deed Book 3429, Page 257; thence with the north line of Parcel 04318 N 75°36'35"W 94.07 feet to an existing iron pipe; thence with the west line of said Parcel 04318 and with the west line of Parcels 21971 and 21972,

both owned by Joseph Marvin Taft, Jr., ETAL as described in Deed Book G-34, Page 134 S 14°48'13"W 117.08 feet, more or less, to an existing iron rod on the north line of Parcel 15968 owned by Bagwell Realty Pitt, LLC as described in Deed Book 1703, Page 575; thence with the north line of said Parcel 15968 and the north line of Parcel 22175 owned by City of Greenville as described in Deed Book 3035, Page 638 N 74°47'25"W 91.21 feet to a point; thence with the west line of said Parcel 22175 S 14°36'10"W 49.99 feet to an existing iron pipe; thence continuing with said west line of Parcel 22175 S 14°29'07"W 114.67 feet to an existing iron rod at the northwest corner of Parcel 20552 owned by Norman B. Keller and wife Jane H. Keller as described in Deed Book 69, Page 378; thence with said Keller west line S 15°55'25"W 50.17 feet to an existing iron pipe at the northwest corner of Parcel 85899 owned by MSTD 10:14 LLC as described in Deed Book 3853, Page 842; thence with the west line of said Parcel 85899 and the west line of Parcel 22552 owned by Vincent Perez LLC as described in Deed Book 3853, Page 834 S 18°05'28"W 76.46 feet to an existing iron pipe at the southwest corner of said Parcel 22552; thence along a new division line N 71°27'59"W 65.66, more or less, feet to the POINT OF BEGINNING containing 3.68 acres, more or less, and being portions of Pitt County Tax Parcels 11698 and 34561 as described in Deed Book 3035, Page 638, a portion of Parcel 22418 as described in Deed Book 3327, Page 422 in addition to portions of the rights of way of South Alley Street and Atlantic Avenue. This description has been prepared based on information found in or calculated from Map Book 76, Pages 56-58 and from information found in other deeds referenced herein. All deed books and map books referred to in this description are found in the Pitt County Registry.

PARCEL MAP

A. Phase One, Tract One:



B. Phase One, Tract Two:



C. Phase Two, Tract Three:

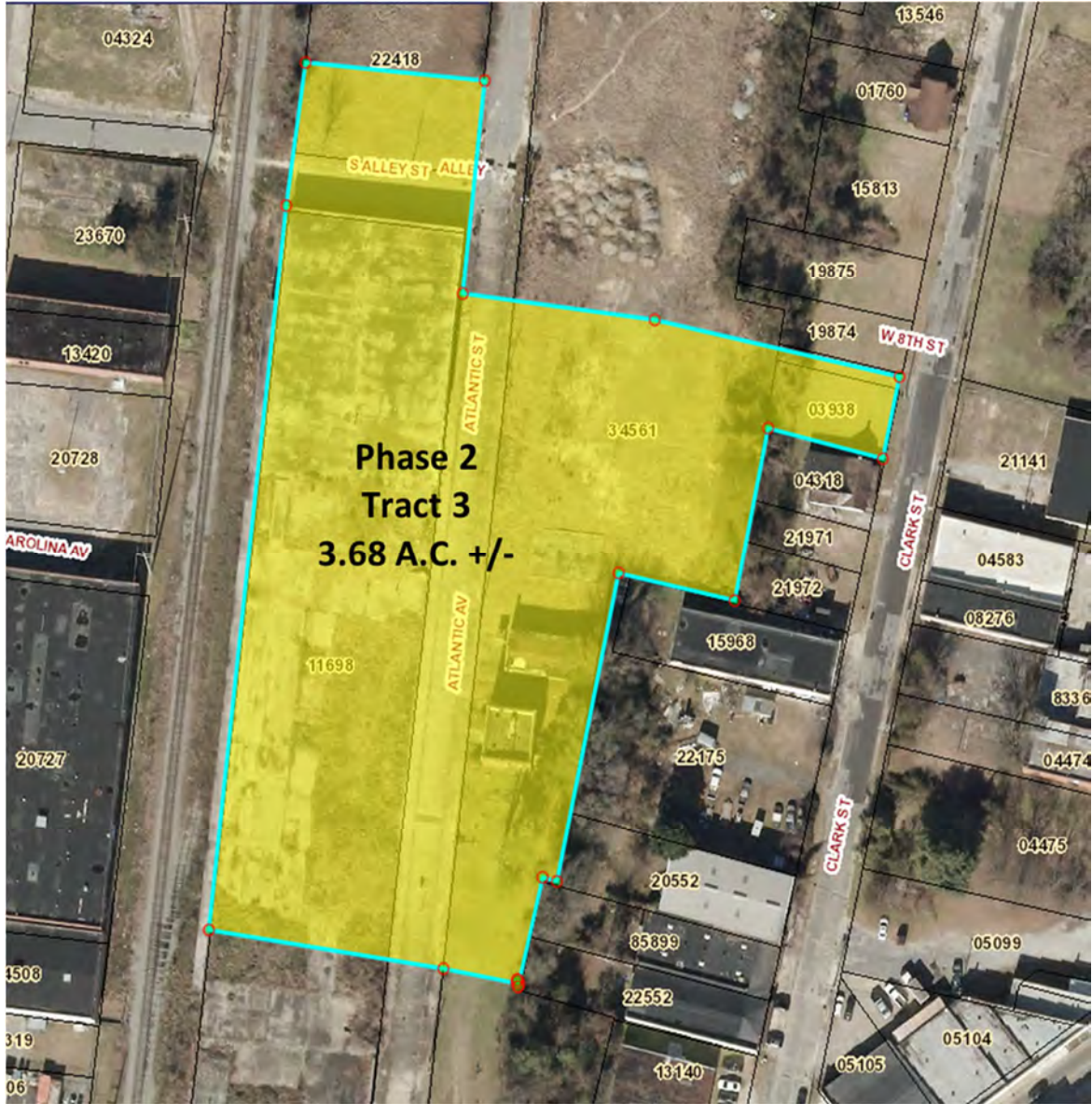


EXHIBIT C

ADDITIONAL PHASE ONE PURCHASE TERMS

- Buyer shall apply for a building permit for the project within twelve months of the approval date of the Agreement by City Council. In the event a building permit for the project is not applied for within the twelve-month period, the City, in its sole discretion, may refund any payments made by Buyer less the amount of the deposit and the ownership of the property will revert to the City.

- Buyer shall develop all properties in conformity with the Agreement and comply with governmental zoning or other regulatory requirements. The following terms, conditions and processes shall apply to the development of the Property:
 - Buyer shall provide the City with both preliminary and final plans for its review for consistency with the Agreement prior to the building permit being applied.
 - The City shall have the right to approve the architectural design and all exterior building materials and finishes for the project's development and site improvements to be constructed on the property which are consistent with surrounding properties and meet the city's architectural guidelines. Approval shall not be unreasonably denied, withheld or conditioned by the City.
 - The architectural designs, site improvements and site plan submitted for construction shall be consistent in all aspects with the designs agreed to and approved by the City and considered as an element of the Agreement unless otherwise approved by the City.
 - During construction, Buyer will allow the City access onto the Property so that the City may conduct inspections of the work for consistency with the Agreement.
 - Buyer shall comply with the terms and conditions of the Brownfields Agreement, including, but not limited to, obtaining NCDEQ approval for any development and construction activities, soil disturbance, and vapor mitigation measures through a revised Environmental Management Plan.
 - Buyer shall not excavate within thirty (30) feet in the area of the former 2,350-gallon underground storage tank removed pursuant to the Brownfields Agreement in 2016. Buyer shall cap the area with asphalt pursuant to NCDEQ approval.

- Buyer shall complete the project within twenty (20) months of the issuance date of the building permit. The completion date may be extended to a date beyond twenty (20) months only upon mutual agreement of the City and Buyer (the "Extended Date"). The

project shall be deemed complete upon issuance of a Certificate of Occupancy and issuance of a Statement of Acceptance and Completion to Buyer by the City.

- If the project is not completed within twenty (20) months of the issuance date of the building permit, or the project is not completed by the Extended Date, then beginning one hundred twenty (120) days following the end of the twenty (20) month period, or one hundred twenty (120) days following the Extended Date, Buyer shall pay the City five hundred dollars (\$500) per day, as liquidated damages, until the project is completed. The City shall not issue the Certificate of Occupancy to Buyer until all assessed liquidated damages have been paid by Buyer to the City.
- The following conditions and restrictions shall apply to the hotel component:
 - The hotel brand, design, and quality to be located on the property shall be reviewed by the City and Buyer.
 - The hotel shall be a boutique hotel with the amenities, features, and character recognized by the hospitality industry as boutique in nature.
 - The hotel shall have a minimum of ninety (90) rooms with a roof top bar and lounge.
 - The hotel shall be located on the portion of the property having principal frontage along Dickinson Avenue.
 - The hotel shall be a hospitality industry rated minimum of three (3) stars.
 - The hotel development company selected to manage the property must have documented references of successful operations in other cities.
 - Buyer shall provide to an agreed upon third party designated by the City the following deliverables:
 - § Review of existing studies, reports, and plans for the project.
 - § Opinion as to the financial capacity and experience of Buyer and/or its development partners to accomplish the proposed development.
- Buyer shall fund the construction of all parking required by the hotel, as required by City ordinance, for the project.
- Buyer shall conform and install streetscape improvements with materials as specified in the adopted streetscape master plan for the areas that are located within the public street rights-of-way abutting the property. Streetscape improvements shall be in compliance with the City's standards and specifications and be compatible with the adopted streetscape master plan as a part of the NCDOT Dickinson Avenue roadway improvement plan between 9th Street and Read Street.
- Buyer shall include an art component in the project.

- The Buyer shall include features in the project design that reflect and pay tribute to the history of the Imperial Tobacco Processing Plant and the citizens that both worked and lived in the surrounding west Greenville communities including Greenville Heights and the Higgs district. The Developer shall conduct a series of public input meetings in West Greenville to receive input from the community regarding ways to integrate the area's history into the project. At Exhibit G is a description of the process to determine what will be adequate art and history components, and the funding to be provided for that. Exhibit G is incorporated into this Exhibit C by reference.

EXHIBIT D

ADDITIONAL PHASE TWO PURCHASE TERMS

- Buyer shall apply for a building permit for the project no later than twelve (12) months after the completion of Phase One. In the event a building permit for the project is not applied for within this period, the City in its sole discretion may refund any payments made by Buyer less the amount of the deposit and the ownership of the property will revert to the City.
- Buyer shall develop all properties in conformity with the Agreement and comply with governmental zoning or other regulatory requirements. The following terms, conditions and processes shall apply to the development of the Property:
 - Buyer shall provide the City with preliminary and final plans for its review for consistency with the Agreement prior to the building permit being applied.
 - The City shall have the right to approve the architectural design and all exterior building materials and finishes for the project's development and site improvements to be constructed on the property. Approval shall not be unreasonably denied, withheld or conditioned by the City.
 - The architectural design, site improvements and site plan submitted for construction shall be consistent in all aspects with the designs agreed to and approved by the City and considered as an element of the Agreement unless otherwise approved by the City.
 - During construction, Buyer will allow the City access onto the Property so that the City may conduct inspections of the work for consistency with the Agreement.
 - Buyer shall comply with the terms and conditions of the Brownfields Agreement, including, but not limited to, obtaining NCDEQ approval for any development and construction activities, soil disturbance, and vapor mitigation measures through a revised Environmental Management Plan.
- Buyer shall complete the project, including both the development of the market rate housing units, within twenty-four (24) months of the issuance date of the building permit. The completion date may be extended to a date beyond twenty-four (24) months only upon mutual agreement of the City and Buyer. The City shall not unreasonably deny an extension of the completion date requested by the Buyer. The project shall be deemed complete upon issuance of a Certificate of Occupancy and issuance of a Statement of Acceptance and Completion to Buyer by the City.

- If the project is not completed within twenty four (24) months of the issuance date of the building permit, or the project is not completed by the Extended Date, then beginning one hundred twenty (120) days following the end of the twenty four (24) month period, or one hundred twenty (120) days following the extended date, Buyer shall pay the City five hundred (\$500) per day, as liquidated damages, until the project is completed. The City shall not issue the Certificate of Occupancy to Buyer until all assessed liquidated damages have been paid by Buyer to the City
- The following conditions and restrictions shall apply to the market rate housing component:
 - The project shall include at least one hundred seventy five (175) non-student market rate professional units.
 - The exterior façade of the project shall be no less than forty percent (40%) masonry and shall not include any vinyl.
 - There shall be no “quad style” units included in the project.
 - The market rate units shall consist of a combination of studio, one (1) bedroom, two (2) bedroom and three (3) bedroom units.
 - Buyer shall require only one (1) lease per unit with longer term leases.
 - Buyer shall structure the market rate lease so as to not allow the parents of any resident to co-sign the lease.
 - Buyer shall periodically supply to the City any relevant documentation requested for review as to Buyer’s compliance with the requirements related to Market Rate Housing as included in the Agreement.
 - Buyer shall provide to a third party designated by the City the following deliverables:
 - § Review of existing studies, reports, and plans for the project.
 - § Opinion as to the financial capacity and experience of Buyer and/or its development partners to accomplish the proposed development.
- Buyer shall fund the construction of all parking necessary for the market rate housing, as required by City ordinance, for the project.
- Buyer shall include a minimum of one thousand two hundred (1,200) square feet of retail, office, and/or other commercial space located on the ground level of the market rate housing building(s) to serve both the general public and lessees of the market rate housing units.
- Buyer shall conform and install streetscape improvements with materials as specified in the adopted streetscape master plan for the areas that are located within the public street rights-of-way abutting the property. Streetscape improvements shall be in

compliance with the City's standards and specifications and be compatible with the adopted streetscape master plan for the Dickinson Avenue Corridor.

- Buyer shall include an art component in the project.
- The Buyer shall include features in the project design that reflect and pay tribute to the history of the Imperial Tobacco Processing Plant and the citizens that both worked and lived in the surrounding west Greenville communities including Greenville Heights and the Higgs district. The Developer shall conduct a series of public input meetings in West Greenville to receive input from the community regarding ways to integrate the area's history into the project. At Exhibit G is a description of a process to determine what will be adequate art and history components, and the funds, to be provided for that. Exhibit G is incorporated into this Exhibit D by reference.

Imperial Historic Building:

- As part of the conveyance of the Phase Two property, the City shall convey to the Developer the Imperial historic building that is currently located on Pitt County tax parcel 34561.
- The Developer shall retain, stabilize and improve the appearance of the building to be consistent with the historic character of the building.
- The Developer shall restore the building and place it into service for an office or other commercial use contingent on the Developer's ability to secure public funding to assist with the building's renovation. Public funding may include, but not be limited to, federal and state historic tax credits. City of Greenville facade improvement grant(s), and potential local property tax incentives that may result from the Developer applying for, and the building receiving, the designation of a local historic landmark.

EXHIBIT E

PUBLIC INVESTMENT

- The City shall be responsible for funding the following public infrastructure improvements:
 - Removal of existing structures and site infrastructure to a point eighteen (18) inches below ground surface level, limited to the following locations:
 - § Imperial Tobacco warehouse footprint
 - § Waterworks maintenance shed footprint
 - § Atlantic Avenue – All existing water, sewer, stormwater, and electrical, and cable utilities shall be terminated and abandoned that may impact the development and construction of Phase Two.
 - After the removal of existing structures and site infrastructure on the Property has been completed, the Property will be graded so that any structures or footings of the development in the top eighteen (18) inches has been removed. Any abandoned utility infrastructure shall remain in place. Partial rebuild of Atlantic Avenue from Dickinson Avenue to a mutually agreed upon point to be determined upon design, inclusive of all utilities, gas, water, sewer, stormwater, and streetscape related to the rebuild of Atlantic Avenue only. The City shall complete the partial rebuild in conjunction with the completion of Phase One.
 - Construction of the public parking lot on Pitt County tax parcel 22175, inclusive of community plaza and public art. The City shall complete the public parking lot inclusive of the community plaza and public art prior to the completion of Phase Two.
- Subject to a public hearing and the majority vote of the City Council, after consideration of all comments at the public hearing, the City shall award an annual Capital Investment Grant (the “Grant”) to the developer of the hotel (the “Hotel Developer”) equal to seventy five percent (75%) of the annual City property taxes paid by the Hotel Developer on the hotel property for a period of twelve fiscal years, contingent upon the following requirements:
 - Phase One shall be complete with the issuance of a Certificate of Occupancy and issuance of a Statement of Acceptance and Completion to the Hotel Developer by the City.
 - Phase One shall be developed in compliance with the additional Phase One purchase terms applicable to the hotel development as set forth in Exhibit C of this agreement.

- The Hotel Developer's investment in the hotel shall be greater than or equal to fourteen million dollars (\$14,000,000).
- The Hotel Developer shall submit application for building permit for the project within twelve (12) months of the approval date of the Agreement by City Council.

At any time during the grant period the hotel development does not comply with any of the additional Phase One purchase terms related solely to the first five listed conditions and restrictions which shall apply to the hotel development as set forth in Exhibit C of this agreement, then the Capital Investment grant shall be terminated.

Hotel Developer must submit proof of payment of annual City property taxes before remittance of the annual grant to Hotel. Each annual Grant shall be paid by the City to the Hotel Developer within thirty (30) days following the provision of such proof of payment.

- Subject to a public hearing and the majority vote of the City Council, after consideration of all comments at the public hearing, the City shall award an annual Capital Investment Grant (the "Grant") to the developer of the historic office building (the "Office Developer") equal to seventy five percent (75%) of the annual City property taxes paid by the Office Developer on the historic office building for a period of ten (10) fiscal years, contingent upon the following requirements:
 - The Office Developer shall rehabilitate and restore the building and place it into service for an office or other commercial use.
 - The building shall not be used for a residential purpose.
 - The building shall be developed in compliance with the additional Phase Two purchase terms applicable to the building as set forth in Exhibit C of this agreement.

At any time during the grant period the building does not operate for an office or other commercial use then the Capital Investment Grant shall be terminated.

The Office Developer must submit proof of payment of annual City property taxes before remittance of the annual grant to the Developer. Each annual grant shall be paid by the City to the Office Developer within thirty (30) days following the provision of such proof of payment.

EXHIBIT F

LIST OF DOCUMENTS KNOWN TO BE IN THE CITY'S POSSESSION RELATED TO THE PROPERTY

The documents shown in a Drop Box provided to the Buyer and its legal counsel prior to the execution of this Agreement constitutes the documents related to the Property.

EXHIBIT G.

ART AND HISTORY COMPONENTS

- The following conditions shall apply to art and history components for the total project, inclusive of Phase One and Phase Two:
 - Buyer shall include an art component in the project.
 - The Buyer shall include features in the project design that reflect and pay tribute to the history of the Imperial Tobacco Processing Plant and the citizens that both worked and lived in the surrounding west Greenville communities including Greenville Heights and the Higgs district.
 - The Buyer shall conduct a series of public input meetings in West Greenville to receive input from the community regarding ways to integrate the area's history into the project.
 - The Buyer shall expend a minimum of \$20,000 in the Phase One hotel on art and history components (interior and/or exterior) and a minimum of \$35,000 in the Phase Two market rate housing on art and history components (interior and/or exterior).
 - The Buyer and Seller shall jointly select an advisory group to provide input and guidance as to the art and historical components included in the project.

RESOLUTION NO. - 20
RESOLUTION MAKING WAGE DETERMINATION AND FAIR MARKET VALUE OF
PROPERTY; PUBLIC/ PRIVATE DEVELOPMENT AGREEMENT WITH SEACOAST
COMMUNITIES, LLC

WHEREAS, pursuant to the statutory authority under N.C. Gen. Stat. § 158-7.1, the City has negotiated the sale of the property with Seacoast Communities, LLC (“developer”) on which this Imperial Tobacco development project will be built, as an economic development project which will increase the tax base of the City, create jobs, and stimulate development of the downtown area;

WHEREAS, City staff has presented an agenda item and agreement which provides that the value of the property is not less than \$2,800,000. The consideration to be paid to the City in exchange for the property will be the fair market value of the property and is estimated to be no less than \$2,800,000, and the property shall be developed in two separate phases (Phase 1 and Phase 2); and

WHEREAS, during the public hearing, evidence in the form of data or testimony was given regarding probable average hourly wage to be paid to workers by the hotel to be located at the property to be conveyed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that:

- 1) The value of the City’s real property to be conveyed is not less than \$2,800,000. The consideration to be paid to the City in exchange for the property will be the fair market value of the property and is estimated to be no less than \$2,800,000;
- 2) Based on materials provided by developer or otherwise, the probable average hourly wage to be paid to workers by the hotel to be located at the property to be conveyed is estimated to be \$21.27 per hour, and this is in excess of the current average wage level in the County; and
- 3) This project will provide substantial economic development benefits to include significant increases in the tax base of the City, creation of new jobs which will have average salaries in excess of the current average wage level in the County, and stimulation of the revitalization and further redevelopment of the downtown Greenville area. The highly direct, indirect and included economic and fiscal impacts for the City far exceed the investments to be made in this project by the City.

Based upon the above, the City Council approves the negotiated sale of the subject property at fair market value to the developer; the provision of economic development incentive grants to the developer of the hotel in the amounts of 75% of annual City property tax each year for 12 fiscal years; the provision of economic development incentive grants to the developer of the historic office building in the amounts of 75% of annual City property tax each year for 10 fiscal years;

and the provision by the City of site and infrastructure improvements at an estimated cost of approximately \$1,500,000.

This the 13th day of February, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Resolution and economic development agreement for a Job Creation Grant for Grover Gaming, Inc.

Explanation: **Abstract:** Grover Gaming, Inc. is rehabilitating property on Greenville Boulevard in order to expand their headquarters and is seeking a Job Creation Grant as part of the project. City staff recommends awarding a Job Creation Grant to Grover Gaming, Inc. City Council must hold a public hearing before considering awarding the grant.

Explanation: Grover Gaming, Inc. is rehabilitating their corporate headquarters at 3506 NE Greenville Boulevard. The expansion of their corporate headquarters will create 100 new jobs in the Greenville area. The project is expected to increase the taxable property base, stimulate the local economy, promote business, and provide employment opportunities. The anticipated headquarters will require roughly \$350,000 in renovation costs and add 100 new jobs.

If the City does not issue this grant, Grover Gaming could relocate its headquarters to another city in North Carolina or to another state.

Grants may be awarded in annual installments with a grant period ranging from 3 to 5 years, but up to 7 years for transformative projects.

Fiscal Note: A five-year grant period for Grover Gaming will result in an incentive totaling \$500,000.

Recommendation: City Council hold a public hearing on the Job Creation Grant (proposed economic development incentive) and approve the attached resolution and economic development agreement with Grover Gaming, Inc., awarding the Job Creation Grant in an amount not to exceed \$500,000.

ATTACHMENTS:

- ❑ **Resolution - Grover Gaming Job Creation Grant 1123417**
- ❑ **Grover Gaming Job Creation Grant Agreement 1123415**

RESOLUTION NO. ___-20
RESOLUTION OF THE GREENVILLE CITY COUNCIL APPROVING AN ECONOMIC
DEVELOPMENT INCENTIVE FOR GROVER GAMING, INC.

WHEREAS, North Carolina General Statute § 158-7.1 grants authority to the City of Greenville to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the corporate limits of the City or in Pitt County, or for other purposes which the City Council finds, in its discretion, will increase employment, taxable property base, and business prospects of the City;

WHEREAS, Grover Gaming, Inc. (“Grover Gaming” or “Company”) is headquartered in the City’s extraterritorial jurisdiction, and is a Company that develops software and gaming systems and does business throughout the United States;

WHEREAS, the Greenville City Council has held a public hearing to consider whether to participate in an economic development project by authorizing the Job Creation Grant (cash incentive) be paid to Grover Gaming;

WHEREAS, the grant would be paid to Grover Gaming only upon proof that the Company made the agreed-upon investment in its real property (building) and created up to 100 full-time jobs;

WHEREAS, Grover Gaming plans to invest in its building at its headquarters and thereby enhance Pitt County’s tax base, and create up to 100 jobs, and persons filling the new positions shall work at the real property.

WHEREAS, if this grant were not approved, the Company may take its economic development project to another State;

WHEREAS, the City Council does hereby find and determine that the proposed economic development project will tend to increase the taxable property base of the City, increase the business prospects of the City, and create high-paying jobs, and that it is in the public interest to provide assistance, as authorized by North Carolina General Statute § 158-7.1, in order to encourage the Company to develop the project described herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that:

- The City approves the appropriation and expenditure of up to \$100,000 annually for a 5-year period for Grover Gaming as an economic development incentive (“Job Creation Grant”).
- The Economic Development Agreement between the City of Greenville (the "City") and Grover Gaming which includes terms that require the Company to make

improvements to its building located at 3506 Greenville Boulevard NE (the “Property”) and create up to 100 new jobs is hereby approved.

- New full-time job creation levels must be met each year prior to grant funds being dispersed the following year.
- In addition, all new full-time jobs must be created within 2 years of the effective date of the agreement and must be maintained until December 31, 2027.
- The Mayor or City Manager is authorized to execute this agreement and any other documents necessary to the project on behalf of the City.

Adopted this 13th day of February, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**NORTH CAROLINA
PITT COUNTY**

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN GROVER GAMING, INC.
AND CITY OF GREENVILLE FOR JOB CREATION WITHIN CITY’S ETJ**

THIS AGREEMENT is made and entered into this the ___ day of February, 2020 (“effective date”), by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the “City”, and Grover Gaming, Inc., a company organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “Company.”

WITNESSETH:

WHEREAS, North Carolina General Statute § 158-7.1 grants the authority to the City to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the corporate limits of the City or the City’s Extraterritorial Jurisdiction (ETJ), or for other purposes which the City Council of the City finds, in its discretion, will increase the population, taxable property base, and employment prospects of the City or County;

WHEREAS, the Company is developing an economic development project (“project”) consisting of rehabilitation of an existing building within the extraterritorial jurisdiction of the City and the expansion of the workforce (creation of 100 jobs) which is expected to increase the taxable property base in the County, and to stimulate the local economy, promote business, and provide employment opportunities;

WHEREAS, the Company has stated in its application for a Job Creation Grant that it is investigating and/or is in discussions with other States about its project described herein;

WHEREAS, the City’s Job Creation Grant program requires the Company to pay 50% of employee health insurance or an equivalent benefit, and the Company must pay an average wage rate

for all employees at the investment site equal to or greater than 100% of the average annual wage rate for the Greenville M.S.A.;

WHEREAS, the Company intends to rehabilitate the building located at 3506 Greenville Boulevard NE in Greenville, North Carolina (the “Property”), and the Company is currently investing approximately \$350,000 to renovate Building 1 of its headquarters located upon the Property (the “Improvements”), with the Improvements to be made between January 1, 2020, and June 1, 2020 (the “Improvement Period”);

WHEREAS, as an inducement to the Company, the City has approved the appropriations and expenditures as hereinafter set forth for the specific purpose of making economic development grants (“Job Creation Grants”) based upon the creation of 100 jobs within the first two years (24 months) after the effective date, and such jobs being in effect for the period beginning in calendar year 2020 or as otherwise defined herein, and will remain in effect through at least December 31, 2027;

WHEREAS, in consideration of the economic development incentives, the Company agrees to comply with the covenants and conditions binding upon it as set forth in this Agreement; and

WHEREAS, the parties desire to reduce their agreement to written form, clearly stating their respective responsibilities under the Agreement, and setting forth provisions regarding remedies for breach of those responsibilities by the Company and for recapture of sums appropriated or expended by the City upon the occurrence of events specified in the Agreement, as required by North Carolina General Statute § 158-7.1(h).

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I – DEFINITIONS

1. Definitions

- a. “Qualified Job”: Full-time permanent positions that are created within the first two years after the effective date of this agreement, and retained through December 31, 2027, and which are evidenced by the Company’s annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report and any other documentation as necessary to establish such positions and employment for the applicable duration. Jobs that previously existed at Company and are filled shall not be counted as “Qualified Jobs.” The Company may replace the employee filling the Qualified Job defined herein.
- b. “Economic development incentive payment”, “grant payment” or “payment”: Maximum amount of \$100,000 per year, or \$1,000 per job up to a maximum period of 5 years (fiscal years 2021-2025).
- c. “Effective date”: The date this Agreement is in effect, and such date is determined by the City and is indicated on the first page of this Agreement.

SECTION II- COMPANY

2. In order to induce the City to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, the Company represents and warrants to the City that as of the execution date hereof:

2.1. Grover Gaming, Inc. is a company duly organized and existing under the laws of the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina.

2.2 The Company has the corporate power and authority to own its properties and assets

and to carry on its business and has the corporate power to execute and perform this Agreement.

2.3 The undersigned Manager of the Company has the right, authority, and duty to execute this Agreement in the name and on behalf of the Company.

2.4 This Agreement (i) is a valid and binding instrument and agreement of the Company, enforceable against the Company in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on the Company; the charter documents or operating agreement of the Company; or any provision of any indenture, agreement or other instrument to which the Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which the Company is a party.

2.5 There is no suit, claim, action or litigation pending, or to the best knowledge of the Company threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein.

2.6 To the best of the Company's knowledge, there is no impediment to the use of the Property for the purposes contemplated by this Agreement.

2.7 The Company is not engaged in a business that would be exempt from property taxes.

3. The Company shall make investments in the Property and Improvements during the Improvement Period. It is expected that cumulative expenditures for said investments will meet or exceed \$350,000 by June 1, 2020, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Pitt County Tax Office. The Improvements to be made by the Company on the Property shall be a renovation of the Property located at 3506 Greenville Boulevard, NE for the purposes of expanding the headquarters for the Company and all of the businesses comprising it. The Company shall provide the City with the final plans for its review for

consistency with said depiction and the description of the Improvements as specified herein prior to a building permit being issued. During construction of the Improvements, the Company will allow the City access onto the Property so that the City may conduct inspections of the work for consistency with said depiction and the description of the Improvements as specified herein. The Improvements shall be completed and available for occupancy, as evidenced by the issuance of a certificate of occupancy, no later than June 1, 2020. The Company will maintain Improvements in place, in good condition (ordinary wear and tear excepted) at least through December 31, 2027.

4. The Company shall be the owner of the Property and Improvements continuously during the period from the date of this Agreement until December 31, 2027). The Property and Improvements shall not be tax exempt for property tax purposes continuously during the period from the date of this Agreement until December 31, 2027. The Company's intent and desire is to create a minimum of 100 Qualified Jobs within the first two years of this agreement. All Qualified Jobs must be maintained until December 31, 2027.

5. The Company shall pay at least 50% of employee health insurance or an equivalent benefit for recipients of the Qualified Jobs created and the Company must pay an average wage rate for all employees at the investment site equal to or greater than 100% of the average annual wage rate for the Greenville M.S.A. as required by the City's Job Creation Grant policy. In addition, the Company shall complete the annual certification (attached herein and marked as Exhibit A) which amongst other things documents the number of Qualified Jobs that have been created.

SECTION III – THE CITY

6. The City will only make one incentive payment in each of the fiscal years in accordance with this Agreement, and such payments will be based upon the confirmed addition of the specified number of Qualified Jobs, and shall be made for a five (5) year period (fiscal years 2021-2025) as

follows:

6.1 After the Qualified Jobs are created, the City will provide an annual grant payment equal to the lesser of (i) \$100,000 (if 100 Qualified Jobs created), or (ii) \$1,000 per job added by the Company, based on the number of Qualified Jobs created and compliance with the provisions in the Agreement.

6.2 Payment. Each subsequent year, after creation of the Qualified Jobs the previous calendar year, the City will, within sixty (60) days of receiving sufficient documentation (invoice), pay to the Company an economic development incentive payment in the amount of the lesser of (i) \$100,000 or (ii) \$1,000 per job added to by the Company based on the annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report. This same process will be followed by the City and the Company in each calendar year from 2021 and up to and including the entire 5-year grant payment (fiscal years 2021-2025) if the Company is in compliance with the terms of this Agreement.

SECTION IV. - ADDITIONAL PROVISIONS

7. It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body).

7.1 If the Company shall commit a material breach of a material obligation hereunder including without limitation, the obligation to maintain Qualified Jobs through December 31, 2027; the obligation to remain the owner of the Property and Improvements at least through December 31, 2027; and the obligation that the Property and Improvements not be tax exempt for property tax purposes at least through December 31, 2027, as specified in this Agreement.

7.2 If any material representation, warranty or other statement of fact contained in this

Agreement or in any writing, certificate, report or statement furnished by the Company to the City in connection with the transaction described in this Agreement, shall be false or misleading in any material respect when given;

7.3 If the Company shall be unable to pay its debts generally as they become due; file a petition to take advantage of any insolvency statute; make an assignment for the benefit of creditors; commence a proceeding for the appointment of a receiver, trustee, liquidator, or conservator of itself or of the whole or any substantial part of its Property; file a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;

7.4 If a court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of the Company or of the whole or any substantial part of its Property, or approve a petition filed against the Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of the Company or of the whole or any substantial part of its Property; or

7.5 Any delay in the performance of any of the duties or obligations of the Company shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (i) the period of such delay or (ii) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing this type of facility; or other unforeseeable causes beyond the control and without the fault or negligence of the

Company, which delay affects the Company. The Company shall give prompt notice to the City of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

8. Remedy: If an Event of Default occurs, the obligation of the City as set out herein shall immediately terminate. Additionally, if an Event of Default involves either the Company not being the owner of the Property and the Improvements; the Property and the Improvements being deemed tax exempt for property tax purposes or the Company fails to create Qualified Jobs or maintain such jobs for the length of time specified in this agreement (through December 31, 2027), then the Company shall make a repayment to the City of grant payments made by the City to the Company pursuant to this Agreement as follows:

(i) If such Event of Default occurs on or before December 31, 2024, the repayment amount shall be 100% of the grant payments.

(ii) If such Event of Default occurs on or after January 1, 2025, and on or before December 31, 2025, the repayment amount shall be 67% of the grant payments.

(iii) If such Event of Default occurs on or after January 1, 2026, and on or before December 31, 2026, the repayment amount shall be 34% of the grant payments.

9. The Company and the City acknowledge that any monies appropriated and expended by the City for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are extended in good faith reliance on North Carolina General Statute § 158-7.1. Such incentive grants may be paid by the City from any fund sources of its choice. In the event a court of competent jurisdiction, after final appeal, rules, to which either the Company or the City is a party,

that all monies expended by the City pursuant to this Agreement were not offered and accepted in good faith and in compliance with North Carolina General Statute § 158-7.1 and, further, that such monies must be repaid, the Company will make such repayment to the City. In the event one or more lawsuits are brought against the City or any City elected official, officer, agent or employee, or the Company, challenging the legality of this Agreement, then the City and the Company shall exercise their best efforts to defend against any and all such lawsuits.

10. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

City: City of Greenville
Attn: City Manager
P.O. Box 7207
Greenville, NC 27835

Company: Grover Gaming, Inc.
Attn: Garrett Blackwelder, President
3506 Greenville Boulevard, NE
Greenville, NC 27834

The City or the Company may, by notice given to the other, designate any further or other different addresses to which notices, certificates, requests or other communications shall be sent.

11. This Agreement shall inure to the benefit of, and is binding upon, the City and the Company and their respective successors and assigns. However, neither this Agreement nor any rights, privileges, or claims created by this Agreement may be transferred by the Company without the prior written approval of the City. An instrument shall be filed in the Office of the Register of Deeds of Pitt County which provides notice that the Property is subject to the conditions,

requirements, and restrictions as contained in this Agreement. The instrument shall be indexed in the name of the Company in the grantor index.

12. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

13. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

14. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

15. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general court of justice in Pitt County, or if in federal court, in the Eastern District of North Carolina.

16. The term of this Agreement shall commence on the effective date of this Agreement as defined herein and expire on December 31, 2027, unless earlier terminated as provided herein.

17. Both the Company and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining, and that it has been drafted by counsel for both the Company and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

18. E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the Company represents and covenants that the Company and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (B) If this contract is subject to NCGS 143-133.3, the Company and its subcontractors shall comply with the

requirements of Article 2 of Chapter 64 of the NCGS.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

City of Greenville

By: _____
P.J. Connelly, Mayor

Attest:
(SEAL)

Valerie Shiuwegar, City Clerk

Grover Gaming, Inc.

By: _____
Garrett Blackwelder, President

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Byron Hayes, Director of Financial Services

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public of said County and State, certify that Valerie Shiuwegar, City Clerk, personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville, the foregoing instrument was signed in its name by its Mayor, sealed with the City Seal, and attested by herself as City Clerk.

Witness my hand and seal this the _____ day of _____, 2020.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Garrett Blackwelder, President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal this the _____ day of _____, 2020.

Notary Public

My commission expires: _____

EXHIBIT A

ANNUAL CERTIFICATION

TO: City of Greenville
ATTN: City Manager
P.O. Box 7207
Greenville, NC 27835

This Certificate is delivered pursuant to the Economic Development Agreement (the “Agreement”) dated February ____, 2020, between the City of Greenville (“City”) and Grover Gaming, Inc. (“Company”). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement. The terms of the Agreement are incorporated into this Certificate as if fully set forth herein.

I do hereby certify, for and on behalf of the Company, that

- (a) The following Improvements were made during the Improvement Period from January 1, 2020, through June 1, 2020:
- (b) The amount of the personal and real property valuations of the Property and Improvements, as of January 1, 20__, are in the amount of_____.
- (c) The following new jobs have been added:
- (d) Proof of taxes paid is attached to this certificate.

Certified, this the ____ day of _____, 20__.

Grover Gaming, Inc.

By:_____

Title:_____



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: Consideration of Amending Agreement with Sidewalk Greenville, LLC

Explanation: **Abstract:** Sidewalk Greenville, LLC (Sidewalk) has requested that the Master Plan for Development required pursuant to its Agreement with the City of Greenville for the purchase of City property for the development of University Edge and Dickinson Lofts adjacent to Reade Circle, Pitt Street, and Dickinson Avenue be amended. The request is to reduce the number of square feet of office and retail space as required by the agreement and increase the number of non-student market rate professional units as required by the agreement.

Explanation: University Edge and Dickinson Lofts were developed as part of an agreement between Sidewalk and the City. On November 13, 2015, the City of Greenville signed an agreement with Sidewalk for the conveyance of City-owned property for the development of student rental housing units and market rate professional housing units. The agreement also included the lease of City-owned property for 200 parking spaces for the mixed use project.

Part of the agreement specifically required the developer to provide no less than 20,000 square feet of leasable office and retail space on the lower floors and at least 120 total residential units (student residential units and non-student market rate residential units).

The developer is asking to amend the requirements of the agreement by reducing the required amount of 20,000 square feet of non-residential (office and retail) space on the first floor to 14,000 square feet and replacing the non-residential space with 13 additional non-student market rate residential units. The adjusted 14,000 square feet will still be above the City of Greenville Ordinance requirement of 10,000 square feet for dormitory development within the CDF-UC District as included in Title 9, Article E, Section 9-4-86 of the City Code.

Currently, University Edge and Dickinson Lofts includes a mix of 77 student units and 67 non-student market rate units for a total of 144 units. With the requested

amendment, the number of student units will remain at 77 and the number of non-student market rate units will increase to 80.

The increase in market rate units will consist of 13 additional one-bedroom efficiency apartments sized at approximately 448 square feet. The architectural design of the apartments is attached. The market rate units will be targeted to professionals desiring to live in an urban setting. The increase is consistent with the findings of the 2017 Kimley Horne housing study, performed on behalf of the City, that found a demand for more market rate housing units within the Greenville market.

If approved by Council, the developer would need to submit an amended special use permit application for consideration by the Board of Adjustment for the change to the original plans. Since the number of apartment units is being increased, Sidewalk will need to provide additional parking spaces to be in compliance with the Special Use Permit. At the time the original special use permit was issued, Sidewalk provided the minimum required number of parking spaces. Therefore, since 13 additional units are being added, Sidewalk will need to provide nine (9) additional off-street parking spaces. Each residential unit requires 0.7 parking spaces (13 units x 0.7 spaces = 9 additional spaces).

Fiscal Note: There is no direct fiscal impact to the City of this amendment.

Recommendation: City Council consider amendment to the Agreement of Sale between the City of Greenville and Sidewalk Greenville, LLC dated November 13, 2015.

ATTACHMENTS:

- ☐ **Amendment to Sidewalk Agreement 1123206**
- ☐ **Sidewalk_Development_Market_Rate**
- ☐ **Agreement_with_Sidewalk_Greenville**

**NORTH CAROLINA
COUNTY OF PITT**

**AMENDMENT TO
AGREEMENT**

THIS AMENDMENT TO AGREEMENT, made and entered into this 13th day of February, 2020, by and between SIDEWALK GREENVILLE LLC, a Delaware limited liability company, Party of the First Part and hereinafter sometimes referred to as the “Buyer”, and the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter sometimes referred to as the “Seller”.

WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement dated November 13, 2015, relating to the sale and purchase and development of property known and designated as Lot one (1) described as 1.9006 acres and Lot two (2) described as .0706 acres on the map entitled Eighth Street Acres, which are located in the City of Greenville, North Carolina, said agreement being hereinafter referred to as the AGREEMENT; and

WHEREAS, the parties desire to amend the AGREEMENT relating to the required square feet of leasable office and retail space provided by the Buyer by rewriting EXHIBIT B item 2.

NOW, THEREFORE, the parties hereto agree to amend the AGREEMENT as follows:

- 1) The AGREEMENT is amended by rewriting EXHIBIT B item 2 so that it shall read as follows:
 2. The Property shall only be developed as a “mixed use” development incorporating office, retail, along with parking on the lower floors and residential development on a mix of lower and upper floors. There shall be no less than 14,000 square feet of leasable office and retail space.

- 2) All remaining terms and conditions of the AGREEMENT not amended by this Amendment to Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement in duplicate originals, one of which is retained by each of the parties, as of the day and year first written above.

CITY OF GREENVILLE

BY: _____(SEAL)
P.J. Connelly, Mayor

(SEAL)

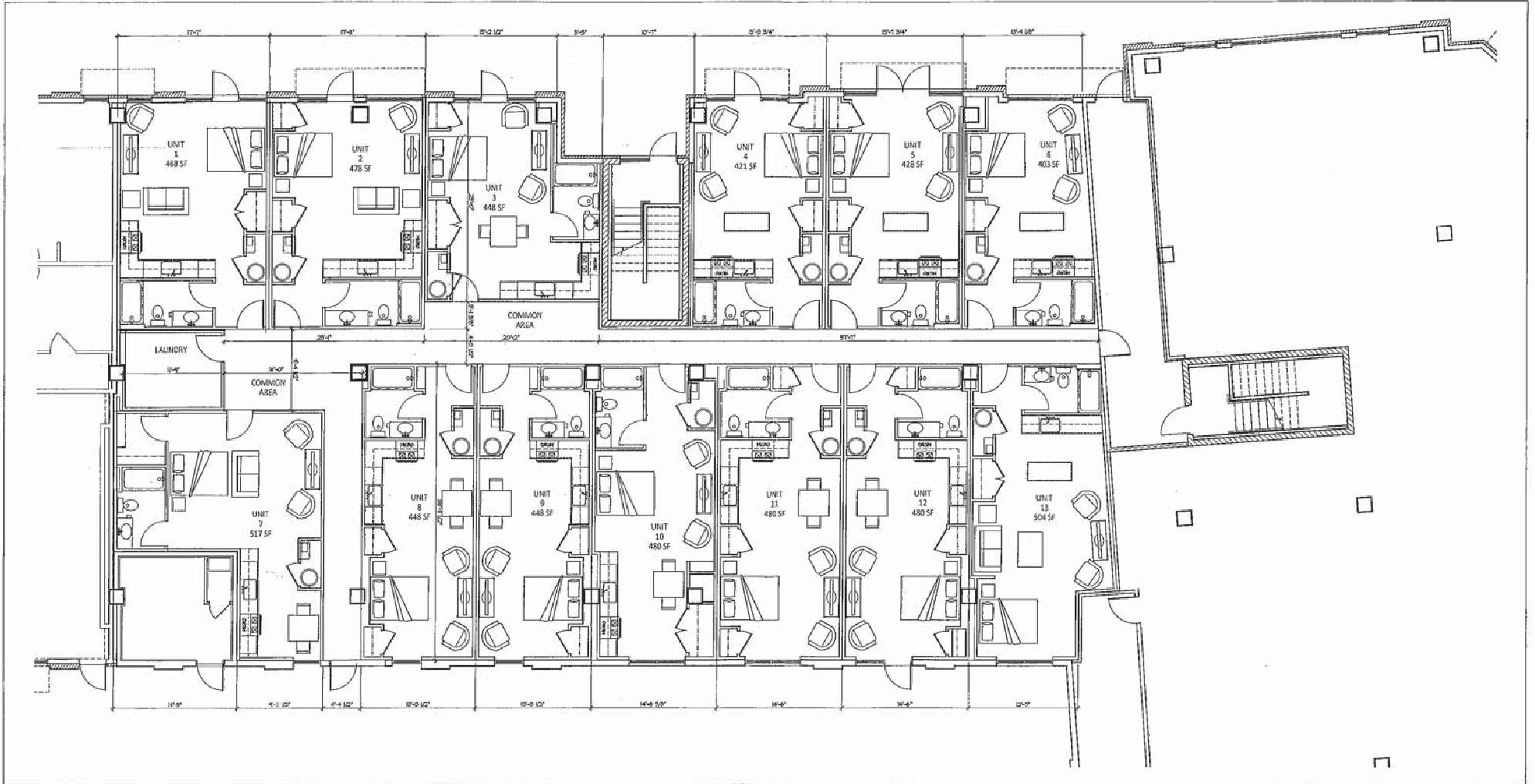
ATTEST:

BY: _____
Valerie Shiuwegar, City Clerk

SIDEWALK GREENVILLE LLC

BY: _____(SEAL)
William H. Cook, Owner Representative

Dickinson Lofts
Greenville, North Carolina



DEAN A. WENZ

ARCHITECTS

2463 East Main Street Bexley, Ohio 43209 Phone (614) 239-6868 www.wenz-architects.com

AGREEMENT OF SALE

Between

SIDEWALK GREENVILLE LLC, as Buyer

And

CITY OF GREENVILLE, N.C. as Seller

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is made this 13th day of November, 2015, by and between **SIDEWALK GREENVILLE LLC**, a Delaware limited liability company, ("Buyer") and **CITY OF GREENVILLE**, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina ("Seller").

WITNESSETH: In consideration of the mutual covenants of Seller and Buyer contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer in fee simple, and Buyer agrees to purchase from Seller, all those parcels of land situate, lying and being in Greenville, North Carolina, known and designated as Lot one (1) described as 1.9006 acres and Lot two (2) described as .0706 acres on the map entitled Eighth Street Acres, which are located in the City of Greenville, North Carolina, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). Seller shall be responsible for, and shall pay any expenses incurred, to establish the Property as a properly subdivided legal parcel prior to the expiration of the Study Period. It is Buyer's intention to pursue the development of the Property in conformity with the Master Plan on Exhibit B attached hereto and made a part hereof (the "Master Plan"), as modified by the agreement of Buyer and Seller from time to time and to comply with governmental zoning or other regulatory requirements.

2. **Purchase Price and Deposit.** The purchase price for the Property (the "Purchase Price") shall be the amount of One Million Five Hundred Six Thousand Seven Hundred Forty Four and no/100ths Dollars (\$1,506,744.00). The Purchase Price shall be paid by Buyer to Seller at Closing (as hereafter defined) in cash or by certified check or wired funds.

Within five (5) days following the Effective Date, (as defined in Section 31 hereof, Buyer shall deliver, in escrow, to Steven R. Jones, The Jones Law Firm, P.A., as escrow agent ("Escrow Agent") the sum of Fifteen Thousand Dollars (\$15,000.00) (the "Initial Deposit"). Within five (5) business days following the end of the Study Period (hereafter defined), so long as Buyer has not terminated this Agreement, the amount of the deposit shall be increased by Buyer making an additional deposit with the Escrow Agent of Fifteen Thousand Dollars (\$15,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit so made are hereafter collectively called the "Deposit." The Deposit shall be held in an interest-bearing FDIC insured account at a financial institution designated by Buyer. At Closing, the Deposit shall be paid by Escrow Agent to Seller and applied against the Purchase Price. All interest earned on the Deposit shall be deemed as part of, and applied in the same manner as, the Deposit. If the transaction contemplated by this Agreement does not close for any

reason, the Deposit shall be disbursed in accordance with the terms of this Agreement. Seller acknowledges that Buyer's entering into this Agreement to purchase the Property and undertaking to perform such tests and studies as Buyer, in its sole discretion, shall deem reasonable and advisable, is adequate and sufficient consideration for the right to terminate this Agreement for any reason or for no reason on or before the expiration of the Study Period and is also adequate and sufficient consideration for the inclusion in this Agreement of other conditions precedent to Buyer's obligations to perform any obligations under this Agreement that are subjective in nature and based upon the satisfaction of Buyer, in its sole discretion, and are not objective in nature or based upon any other standard.

3. **Closing.** Closing of the sale and purchase of the Property pursuant to this Agreement ("Closing") shall take place in Greenville, North Carolina at the offices of Buyer's attorney or the Escrow Agent during normal business hours on or before the date that is one (1) year following the Effective Date. The Closing shall take place on a regular business day.

At Closing, Seller shall execute and deliver to Buyer:

a. a duly executed and acknowledged special warranty deed, which form of deed provides to Buyer warranties limited to the term of Seller's ownership of the Property, conveying the Property to Buyer, in fee simple, subject to restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose, which deed shall be in a form reasonably acceptable to Buyer;

b. a closing and settlement statement in form and substance mutually satisfactory to both parties;

c. a standard form affidavit and indemnification agreement to the title company showing that all labor and/or materials, if any, furnished to the property within one hundred twenty (120) days prior to the date of closing have been paid and by which the City agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees; and

d. any other document reasonably necessary to consummate the transactions contemplated by this Agreement, including but not limited to, such title affidavits or other instruments as Buyer's title insurance company may require as to any matters to the extent not inconsistent with Seller's obligations under this Agreement.

At Closing, Buyer shall execute and deliver to Seller:

- a. the approved settlement statement;
- b. the Deposit and the balance of the Purchase Price, adjusted as provided by the approved settlement statement; and
- c. any other document reasonably necessary to consummate the transactions contemplated by this Agreement.

4. Undertakings of Parties Pending Closing. Within ten (10) days following the Effective Date, Seller will deliver to Buyer, at no cost or expense to Buyer, copies of all tests, studies and surveys in Seller's possession, or in the possession of Seller's consultants or agents, relating to the Property and its operations, including, without limitation, surveys, agreements with adjacent landowners, agreements with governmental authorities, title information, topographic maps, engineering and environmental reports, soil reports, wetland surveys, licenses and permits, land plans, building plans and specifications, utility information, real estate tax bills and assessments, permits and permit applications, any service, maintenance or management contracts, warranties, maintenance and repair records, all currently operative leases, contracts and permits, all service, maintenance or management contracts, and any other documents or materials relating to the ownership, operations and maintenance of the Property. From the Effective Date until Closing (i) Seller shall give to Buyer, its agents and representatives, full and free access to all areas of the Property during normal business hours; (ii) Buyer, its agents and representatives, shall have the right, at Buyer's cost and risk, upon reasonable prior verbal or written notice to Seller, to enter upon the Property for the purpose of making physical inspections, environmental inspections, surveys, soil tests, including test borings, and other similar inspections and studies; and (iii) Seller shall render to Buyer all reasonable assistance requested by Buyer in obtaining any permits, consents or approvals which Buyer believes to be necessary in connection with Buyer's planned use of the Property. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 4, prior to any entry upon the Property, Buyer shall furnish Seller with a certificate of insurance, in form and content reasonably acceptable to Seller. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 4, Buyer shall keep the Property free and clear of any and all liens or claims resulting therefrom, shall defend, indemnify and hold harmless Seller, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) for loss or damage to property and/or injuries to or death of persons arising therefrom, and, if Closing does not occur for any reason, Buyer shall restore any portion of the Property damaged by Buyer's activities on the Property to its condition immediately before such activities. The rights and obligations of the Buyer to indemnify Seller as aforesaid under the provisions of this Section 4 shall survive Closing or any termination of this Agreement.

5. Study Period; Conditions Precedent.

a. Study Period. Buyer's obligation to purchase the Property is contingent upon Buyer's completion of Buyer's review of the Property to Buyer's satisfaction on or before the date which is one hundred twenty (120) days following the Effective Date (the "Study Period"). Such review and investigation shall be conducted at Buyer's sole cost and expense. Buyer may terminate this Agreement at any time prior to 5:00 p.m. on the last day of the Study Period by written notice to Seller, which decision shall be made by Buyer in its sole discretion, for any reason or for no reason, and shall not be subject to objection by Seller for any reason whatsoever. If this Agreement is so terminated by Buyer prior to the end of the Study Period, the Deposit immediately shall be refunded to Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

b. Development Approvals Contingency. Buyer shall have an initial period of one (1) year following the Effective Date, (the "Approvals Period") to acquire all approvals and permits, including grading, foundation and building permits, that Buyer deems necessary or desirable for the development of the Property as set forth on the Master Plan (each hereinafter an "Approval," and collectively the "Approvals"). Seller agrees to cooperate with and affirmatively assist Buyer, to execute any and all applications/petitions/plats, attend and participate in any necessary hearings, and undertake all other reasonable acts necessary to assist Buyer to obtain any Approval, provided, however, that Buyer shall bear all of Seller's reasonable costs and expenses incidental thereto.

If at any time prior to Closing, Buyer determines that the desired Approvals have not been, or will not be, issued, then Buyer may terminate this Agreement by written notice to Seller. If this Agreement is terminated by Buyer pursuant to this Section 5(b) after the end of the Study Period, then the Deposit shall be disbursed to Seller, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liability or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

6. Title and Survey. Title to the Property shall be good and marketable, free and clear of all liens, encumbrances and encroachments, and free of all violation notices from any governmental authority having jurisdiction over the Property, except for the Permitted Exceptions, as hereinafter defined. For purposes hereof, "Permitted Exceptions" shall mean (a) restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose; and (b) any

other matters which are not objected to by Buyer during the Study Period except for those matters hereinafter described to which Buyer may object following the Study Period. Title to the Property shall not be deemed good and marketable unless a national title insurance company, acceptable to Buyer, agrees to insure fee simple title to the Property and issue to Buyer an owner's title insurance policy, at standard rates, subject only to the Permitted Exceptions. Funds payable by Buyer at Closing may be used to pay off any existing liens, encumbrances or violation penalties, including accrued interest thereon.

During the Study Period Buyer may cause a title company to conduct a title examination of the Property and a surveyor to prepare an ALTA Survey of the Property. If Buyer finds title not to be as set forth in this Section 6, Buyer shall, no later than the last day of the Study Period, notify Seller in writing specifying the differences or survey objections. Buyer shall have the right to additionally object to any matters first appearing of record after the expiration of the Study Period, or during the gap from the last update of title to the expiration of the Study Period, unless such matters were caused by Buyer.

If, as provided above, Buyer has given Seller timely written notice of any such differences or survey objections, Seller shall use reasonable efforts to cause such objections to be resolved by the date of Closing. Seller agrees to remove any mortgage lien against the Property. Seller shall buy-out or settle any other claim or lien against the Property. Notwithstanding the foregoing, Seller shall not be required to expend more than One Hundred Thousand Dollars (\$100,000.00) in the aggregate, including reasonable attorney's fees and expenses, to remove any title or survey objections. At either party's option, the date of Closing may be extended for a period not to exceed ninety (90) days for purposes of eliminating any title or survey objections. In the event that Seller does not eliminate any title or survey objections as of the date of Closing as the same may be extended under the preceding sentence, Buyer shall have the option of either (i) proceeding with Closing and accepting the title "as is", without reduction in the Purchase Price and without claim against Seller therefor, or (ii) terminating this Agreement in which event the Escrow Agent shall return the Deposit and all interest earned thereon to Buyer and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

7. Delivery of Related Documents. Each party shall execute and acknowledge, seal and deliver, after the date hereof and at Closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

8. Adjustments. At Closing, all rents, real estate taxes, utilities, charges for sewer and water, if any, and all other public or governmental charges or public or private assessments against the Property shall be adjusted and apportioned between

the parties as of 11:59 p.m. on the date of Closing and shall thereafter be assumed and paid by Buyer, whether or not assessments have been levied as of the date of Closing. All assessments imposed against the Property by any governmental agency or public utility for improvements resulting from work commenced or development activities undertaken on or before Closing shall be paid in full by Seller at Closing. All assessments for improvements to or for the benefit of the Property for work commenced after Settlement shall be paid by Buyer unless such work is required by or results from development activities undertaken on or before Closing by Seller in which case the assessment shall be paid by Seller. If at the time for the delivery of the deed, the Property is affected by an assessment that is or may become payable in annual installments, then for the purposes of this Agreement, all of the unpaid installments of any such assessment shall be deemed to be due and payable and shall be discharged at Closing by Seller.

The Buyer shall be responsible for the cost of its own title examination and title insurance premiums, any escrow fees or charges, the cost of its survey, and any recording charges on the deed and that the Seller shall be responsible for the cost of the preparation of the deed and all other documents necessary to perform the Seller's obligations pursuant to this Agreement and any and all excise tax (revenue stamps) required by law on the transaction. Each party shall be responsible for the cost of its own attorneys.

9. Representations and Warranties by Seller.

To induce Buyer to enter into this Agreement and to purchase the Property, Seller hereby represents and warrants to, and covenants and agrees with, Buyer, the following, with the understanding and intention that Buyer is relying upon the accuracy of such representations and warranties, and the agreement of Seller to comply with and perform such covenants and agreements, which representations, warranties, covenants and agreements shall be deemed to be made by Seller to Buyer as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date), and this Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and the full and complete satisfaction of such covenants and agreements, and if such representations and warranties are not true and accurate or if any such covenants and agreements are not satisfied, Buyer shall have the option prior to Closing, after giving the Seller the reasonable opportunity to cure as herein provided, of terminating this Agreement by written notice to Seller and receiving a return of its Deposit:

a. Seller is a municipal corporation which was duly formed and organized and is in good standing under the laws of the State of North Carolina. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, Seller has full power and authority to enter into and perform the terms and conditions of this Agreement, and the person executing this Agreement for Seller is fully and duly empowered and authorized to so act; to the best of Seller's

knowledge, entering into this Agreement does not, and the consummation of the acts contemplated by this Agreement shall not, violate any agreements, documents or instruments to which Seller is a party or by which it is bound, or any law, governmental regulation, order or decree to which Seller is subject;

b. To the best of Seller's knowledge, there are no laws, statutes, ordinances, building or use restrictions or zoning regulations now applicable to the Property which prohibit any of the uses presently being made thereof;

c. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, nor to the best knowledge and belief of Seller, are any such assessments or proceedings contemplated by any governmental authority.

d. There are no actions, suits, proceedings or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property, pending or threatened in or before any court, agency, commission, or board;

e. Seller is not in breach of any law or regulation, or under any order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherever located, with respect to the Property or the Seller's present use and operation of the Property;

f. Seller has not received any summons, citation, directive, notice, complaint, letter or other communication, written or oral, from the United States Environmental Protection Agency or other governmental authority concerning any alleged violation of any environmental law or rule or regulation at the Property and, to the best of Seller's knowledge, the Property is not currently under investigation for any such violation;

g. There is no actual, pending or threatened action, suit, claim, litigation, or proceeding by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and to the best of Seller's knowledge, there is no such action, suit, claim, litigation or proceeding contemplated;

h. There are no contracts, leases, licenses, or other agreements affecting the Property;

i. From the Effective Date until the Closing, Seller shall (i) maintain the Property in, or, if necessary, restore the Property to, its present condition, subject to reasonable wear and tear, damage and condemnation, and, (ii) continue to operate the Property in a good, businesslike manner;

j. Seller shall continue all such insurance policies relating to the Property in full force and effect through the Closing Date, and Seller shall neither cancel nor amend any of the same without Buyer's prior written consent;

k. Seller has not received, and has no knowledge of, any written notices or written requests from any mortgagee, insurance company, or Board of Fire underwriters, or any organization exercising functions similar thereto, requesting the performance of any work or alterations in respect to the Property, and has not received and has no knowledge of any such non-written notices or requests;

l. From the Effective Date through the Closing Date, Seller shall not enter into any new agreements affecting the Property ("Property Agreements") without the prior written consent of Buyer.

m. No person, firm, or entity, other than Buyer, has any rights in or right to acquire the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Buyer's prior written consent, lease, transfer, mortgage, pledge, or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into, or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any right with respect to the Property or any part thereof;

n. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise;

o. There will be no outstanding mechanic's and materialmen's liens or claims of creditors against the Property on the Closing Date that will not be removed by Seller on the Closing Date;

p. To the best of Seller's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Seller;

q. The Property is contiguous with a public road along all of its common boundary with such roadway, so that there are no strips or gores lying between such roadway and the Property. There is no pending or threatened governmental proceeding which would impair or curtail such access.

If Buyer discovers any breach of the foregoing representations and warranties prior to Closing, it shall afford Seller a reasonable opportunity to cure such breach. In the event Seller is unable to cure such breach within a reasonable time, Buyer shall be entitled to terminate this Agreement in which event the Escrow Agent shall return the Deposit to Buyer.

10. Conditions. Notwithstanding anything to the contrary contained herein, the Buyer's obligations pursuant to this Agreement are expressly conditioned upon the following conditions:

a. (i) The Property and its use shall not be or previously have been in violation of any law, rule, regulation, order or requirement pertaining to environmental regulations, contamination, or clean-up; and there shall not exist on the Property any hazardous substance, hazardous waste, pollutant, contaminant, toxic substance, asbestos, oil, other petroleum or chemical, biological or radioactive substance which is subject to regulation under any such law, rule, regulation, order or requirement or storage tank now or previously used for the storage thereof, whether above-ground or underground.

(ii) No portion of the Property shall be or shall have been used as a sanitary landfill, whether permitted or unpermitted, and no activity shall be or shall have been conducted thereon which is subject to regulation under the North Carolina Solid Waste Management Act.

Failure of any of the foregoing conditions of this Section 10 shall be evidenced and determined by written notice to the Seller from Buyer, which notice shall be given at least ten (10) days prior to Closing. Upon Buyer's provision of such notice of failure, all sums paid by Buyer hereunder shall be returned forthwith to Buyer, and thereafter neither Buyer nor Seller shall have any rights or liabilities hereunder. If notice of failure is not given at least ten (10) days prior to Closing, then Buyer shall be deemed to have waived the satisfaction of the foregoing conditions of this Section 10.

11. Development of the Property

a. After the Closing, Buyer shall develop the Property in conformity with the Master Plan, as modified by the agreement of Buyer and Seller from time to time and to comply with governmental zoning or other regulatory requirements. Seller shall have the right to approve, which approval shall not be unreasonably denied, withheld or conditioned, the architectural design and all exterior building materials and finishes for the improvements to be constructed upon the Property. The architectural design and site plan shall be consistent with the Master Plan, unless otherwise approved by Seller. Buyer shall provide to Seller with the final plans for its review for consistency with the Master Plan prior to a building permit being issued. During construction, Buyer will allow Seller access onto the Property so that Seller may conduct inspections of the work for consistency with the Master Plan. The development shall be completed and available for occupancy, as evidenced by the issuance of a certificate of occupancy, no later than twenty four (24) months after the issuance of a building permit.

b. After the Closing and prior to the issuance of a certificate of occupancy for the development, Buyer shall perform streetscape improvements within the public street rights-of-way abutting the Property, in compliance with City of Greenville standards and specifications and compatible with the streetscape plan for the Greenville Transportation Activity Center (GTAC) and the Dickinson Avenue Corridor.

c. Buyer covenants and agrees that all agreements with contractors to construct the improvements on the Property shall require the contractor to provide a performance bond insuring that the improvements will be completed in accordance with the plans, permits and approvals therefor. Buyer shall provide to Seller copies of all performance bonds for the construction of the improvements on the Property and shall require that Seller be added, if legally permissible, as an additional insured or beneficiary of all such performance bonds.

12. Representations and Warranties by Buyer.

Buyer represents and warrants to Seller as follows:

a. Buyer is a Delaware limited liability company which was validly formed and organized and is in good standing under the laws of the State of Delaware. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms; Buyer has full power and authority to enter into and perform the terms and conditions of this Agreement; and the person executing this Agreement for Buyer is fully and duly empowered and authorized to so act; and

b. There are no pending or, to the knowledge of Buyer, threatened legal actions, suits or other legal or administrative proceedings pending or threatened against Buyer that, if determined adversely to Buyer, would materially adversely affect Buyer's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing.

If Seller discovers any breach of the foregoing representations and warranties prior to Closing, it shall afford Buyer a reasonable opportunity to cure such breach. In the event that Buyer is unable to cure such breach within a reasonable time, Seller shall be entitled, as its sole and only remedy, to receive and retain the Deposit.

13. Other Undertakings of the Parties.

a. Parking for the development under the Master Plan shall be provided at applicable ratios as required by the Greenville City Code. In order to accomplish compliance with parking ratios, Seller has agreed to construct a surface parking lot, including paving, striping, lighting and landscaping, consisting of at least two hundred (200) surface parking spaces on a parcel of land containing approximately 1.92 acres of land and bounded by Bonners Lane, Clark Street and Atlantic Street (the "Surface Parking Lot"), as more particularly

described on Exhibit C attached hereto and made a part hereof, and to lease two hundred (200) parking spaces in the Surface Parking Lot to Buyer for an initial term of forty (40) years, with one renewal term at the election of Buyer for up to an additional ten (10) years, at an annual rental for the initial year of One Hundred Fifteen Thousand Two Hundred and no/100ths Dollars (\$115,200.00). Annual rent adjustments will be based on the increase to the rental charged by Seller for parking spaces in Seller lots in the uptown area but not to exceed the cumulative US Consumer Price Index (CPI) increase since the last rent adjustment. Seller agrees to construct the parking lot within twelve (12) months after construction commences after issuance of a building permit as described in Section 13b of this agreement. The lease agreement for the two hundred (200) parking spaces in the Surface Parking Lot (the "Lease") shall be on terms and conditions mutually agreeable to Seller and Buyer.

At any time after the conclusion of the second year of the lease term, Seller may, after the provision of written notice to Buyer given at least one (1) year prior to the effective date of suspension, suspend the lease of the parking spaces at the Surface Parking Lot for a period of time, which shall not exceed a one (1) year period and shall begin no earlier than August 1 of a year and end no later than July 31 in the following year, for the purpose of allowing the construction of a parking deck upon the Surface Parking Lot. Seller shall employ its best efforts to provide alternative parking spaces to Buyer including relocation to other parking spaces in Seller lots in the uptown area, if available. Provided that alternative parking spaces are provided, Buyer shall continue to pay the annual rental on a pro rata basis based upon the number of alternative parking spaces provided. During the period that said suspension is in effect, said suspension shall be considered as a governmental action which relieves Buyer from the parking requirements for the development on the Property, as required by the Greenville City Code. After the construction of the parking deck is completed, Buyer shall be provided the two hundred (200) leased parking spaces in the parking deck constructed on the Surface Parking Lot in accordance with the Lease.

b. Buyer will apply for a building permit for the development of the Property under the Master Plan no later than twelve (12) months from the Effective Date of this Agreement. The construction of the improvements comprising the development of the Property under the Master Plan must be complete, as evidenced by the issuance of a certificate of occupancy, within twenty four (24) months of issuance of the building permit for such improvements. In the event a building permit for the Project is not applied for within twelve (12) months, Seller, at its option, may refund the payments made by Buyer less the Deposit and less any payments required to remove any mortgage or other liens imposed on the Property by Buyer, and, if the Property has been conveyed to Buyer, the ownership of the Property shall revert to Seller,

or, if the Property has not been conveyed to Buyer, the Agreement shall be terminated.

c. Seller shall have the right to utilize the Property for municipal employee parking during a period from the Effective Date of this Agreement and up until the one (1) year after the Effective Date or date construction starts after the issuance of a building permit at no charge to Seller, whichever is later. Seller shall be responsible for all costs and expenses of maintenance and insurance of the Property during this period. Seller shall accommodate reasonable requests of Buyer during this period to include partial closures of portions of the Property for predevelopment work such as survey, geotechnical and environmental exploration, tests and studies.

d. Buyer can utilize, during construction of the improvements under the Master Plan, the area to be retained by Seller for the Right of Way for parking and as a construction staging area until Seller begins construction of the Right of Way.

14. Condemnation. If after the date hereof and prior to Closing any part of the Property is taken or threatened to be taken by eminent domain or condemnation, Seller shall notify Buyer thereof, and Buyer may elect either (a) to terminate this Agreement, in which event the Deposit shall be refunded and the Agreement shall be of no further force or effect and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive Closing or termination; or (b) to consummate Closing as herein provided in which event all condemnation awards or payments shall be paid or assigned by Seller to Buyer at Closing.

15. Risk of Loss. The Property shall be held at the risk of Seller until Closing.

16. Possession. At Closing, Seller shall deliver exclusive possession of the Property to Buyer, free and clear of any tenancies, occupants or parties in possession, except as provided in section 13(c).

17. Termination. If Buyer fails to perform any of its obligations under this Agreement in any material respect and if such failure continues unremedied for more than ten (10) days following receipt by Buyer of written notice from Seller specifying the nature of such failure, then Seller may, elect to (a) terminate this Agreement, in which event the Escrow Agent shall pay the Deposit to Seller or (b) seek and obtain specific performance of any of Buyer's obligations under this Agreement.

If Seller shall fail to proceed to Closing under this Agreement, or if Seller fails to perform any of its other obligations under this Agreement and if such other failure by Seller continues on unremedied for more than ten (10) days following receipt

by Seller of written notice from Buyer specifying the nature of such failure, then Buyer may elect to (a) terminate this Agreement, in which event the Escrow Agent shall return the Deposit to Buyer or (b) seek and obtain specific performance of any of Seller's obligations under this Agreement.

18. Notices. Any notice to be given to any party hereto in connection with this Agreement shall be in writing and shall be deemed given if hand delivered with signed receipt, sent by electronic mail, sent by facsimile to the number provided hereunder (with transmittal confirmation), or sent by recognized overnight express delivery service, postage prepaid, and addressed as follows:

If to Seller: City of Greenville
 ATTN: City Manager
 P.O. Box 7207
 Greenville, NC 27835
 FAX # 252-329-4435

If to Buyer: Sidewalk Greenville LLC
 3432 Henrietta Hartford Rd.
 Mt. Pleasant, S.C. 29466
 FAX # 843-388-7695

Notices shall be deemed given upon receipt thereof by both the relevant party and persons to whom copies are to be provided for such party, provided that such actual receipt be prior to 3:00 PM on a business day (days other than Saturdays, Sundays, and State or Federal legal holidays). If such notices are not received by 3:00 PM on a business day as provided above, such notices shall be deemed received on the next subsequent business day. Upon not less than ten (10) days prior notice to the other parties listed above, the parties shall be entitled to change the name, address and/or facsimile number to which notices must be sent for their behalf.

19. Brokers. No real estate commissions or brokerage fees shall be paid by Buyer or Seller arising out of this Agreement and the consummation of the transactions contemplated hereby. Each of Buyer and Seller hereby agree to defend, indemnify and hold harmless the other Party, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) arising out of claims of real estate agents, brokers or finders for a fee, commission or the like. The foregoing indemnification shall survive Closing or any termination of this Agreement.

20. FIRPTA. The Foreign Investment in Property Tax Act (FIRPTA), IRC Section 1445, requires that every purchaser of U.S. property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides

Buyer with an affidavit, under penalty of perjury, that Seller is not a "foreign person," as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

21. **Escrow Agent.** Seller and Buyer agree to defend, indemnify and hold Escrow Agent harmless from and against any and all liability, loss, damage, cause of action, claim, cost and expense (including court costs and attorney's fees) sustained by Escrow Agent as a result of any activities of Escrow Agent except for acts of gross negligence or willful misconduct. Escrow Agent shall not be liable for any act or omission undertaken in good faith.

22. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. **Assignment.** Nothing herein is intended to confer upon any person other than the parties and their respective legal representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement. Buyer may assign this Agreement only with prior written approval from the Seller; but any such assignment shall not release the Buyer named herein from any liability for the performance of Buyer's obligations under this Agreement.

24. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

25. **Exhibits and Schedules.** Each writing or plat referred to herein as being attached hereto as an exhibit or schedule or otherwise designated herein as an exhibit or schedule is hereby made a part of this Agreement.

26. **Applicable Law.** This Agreement shall be given effect and construed by application of the laws of the State of North Carolina, and in particular the provisions of Section 160A-457 of the North Carolina General Statutes, without regard to principles of conflicts of laws, and any action or proceeding arising hereunder shall be brought in the courts of North Carolina. Each of the parties consent to jurisdiction and venue in the state court in Pitt County, North Carolina.

27. **WAIVER OF JURY TRIAL.** BUYER AND SELLER SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE

OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND BUYER OR ANY CLAIM FOR INJURY OR DAMAGE IN CONNECTION WITH THIS AGREEMENT OR THE PROPERTY.

28. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided therein for and only for convenience of reference, and shall not be considered in construing their contents.

29. Survival. Each and every warranty, representation, covenant and agreement of Seller contained in this Agreement shall be deemed to have been made as of the Effective Date and as of the Closing Date and shall survive the Closing and shall not be merged into the deed or any other document executed and delivered at the Closing, but shall expressly survive and be binding thereafter on Seller. No inspections or examinations of the Property, or the books, records or information relative thereto by Buyer shall diminish or otherwise affect Seller's representations, warranties, covenants and agreements relative thereto and Buyer may continue to rely thereon.

30. Cumulative Rights. All rights, powers and privileges referred to under this Agreement upon the parties shall be cumulative and shall not be restrictive of those given by law except to the extent expressly provided to the contrary in this Agreement.

31. Effective Date. The term "Effective Date" as used in this Agreement shall mean the date that a fully executed original of this Agreement is delivered to and received by Buyer and the Escrow Agent.

32. No Waiver by Conduct. The failure of either party to exercise any power or given such party under this Agreement or to insist upon strict compliance by the other party with its obligations under this Agreement shall not, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

33. Pronouns. Pronouns, wherever used herein, and of whatever gender, shall include natural persons, and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

34. Holidays. Whenever the last day for the exercise of any right or discharge of any obligation under this Agreement is a Saturday, Sunday or statutory holiday, the party having such right or obligations shall have until 5:00 p.m. on the next day other than a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation.

35. Additional Obligations of Seller.

a. Existing Mortgages; Taxes. Until consummation of Closing, Seller shall keep any existing mortgage(s) against the Property current and not in default and shall pay all taxes and other public charges against the Property so as to avoid forfeiture of Buyer's rights under this Agreement.

b. Discovery of Additional Facts. Seller shall promptly advise Buyer in writing of any facts of which Seller becomes aware indicating the inaccuracy of any of the representations or warranties of Seller contained in this Agreement and shall promptly give to Buyer copies of any written notices which Seller receives relating to the Property.

c. No Waste. Seller shall keep the Property in its present physical condition and shall not excavate or commit any waste upon the Property.

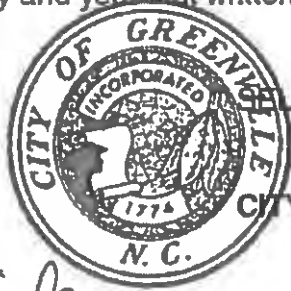
36. Interpretation and Additional Definitions. Wherever in this Agreement provision is made for the doing of any act or performing any obligation by either party, such acts or performance shall be done by such party at its own cost and expense unless a contrary intent is expressed. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. The words "including" or "includes" means "including, but not limited to". The word "any" means "any and all". The word "may" means "may, at its option, but shall not be obligated to". The phrase "laws and regulations" means any laws, ordinances, statutes, rules, regulations or other lawful requirements of any governmental authority. The phrase "governmental authority" means any federal, state or local government or quasi-governmental entity including any agency, department, division or bureau. The terms "person or entity" means and includes natural persons, firms, associations, corporations, partnership, ventures, trusts or any other type of organization. The use of the phrase "without prejudice" in any provision of this Agreement means that the exercise of any express rights or remedies shall not preclude or diminish such party's ability to exercise any other rights or remedies, at law, in equity or under this Agreement.

37. Acceptance; Counterparts. If Seller does not accept and execute this Agreement and deliver a fully executed copy of this Agreement to Buyer and the Escrow Agent on or before close of business on November 20, 2015, then the offer of Buyer set forth in this Agreement shall be deemed automatically withdrawn and of no further force or effect. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

38. Entire Agreement and Modifications. This Agreement constitutes the final and entire agreement between the parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained

herein. This Agreement may not be amended except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written above.



ATTEST:

SELLER:

Carol L. Barwick
Carol L. Barwick, City Clerk

CITY OF GREENVILLE

By: Allen M. Thomas (SEAL)

Name: Allen M. Thomas

Title Mayor

Date: 11-13-15

WITNESS:

BUYER:

SIDEWALK GREENVILLE LLC

Jim I. Blount
Jim I. Blount

By: Tim Elliott (SEAL)

Tim Elliott, Manager

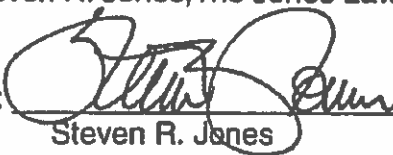
Date: 11/12/15

JOINDER OF ESCROW AGENT

The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

Steven R. Jones, The Jones Law Firm, P.A.

By:  (SEAL)
Steven R. Jones

Date: 11/14/15

APPROVED AS TO FORM:

BY: 
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: 
Bernita W. Demery, CPA, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

EXHIBITS AND SCHEDULES

1. EXHIBIT A LEGAL DESCRIPTION OF PROPERTY
2. EXHIBIT B MASTER PLAN FOR DEVELOPMENT
Attachment B-1 - Market Rate Housing Apartment
versus Student Housing
3. EXHIBIT C DESCRIPTION OF SURFACE PARKING LOT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot One (1)

1.9006 ACRE LOT

Being that certain lot or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina, bounded on the northeast by NCSR 1610 (Pitt-Greene Connector), on the southeast by NCSR 1620 (Dickinson Avenue), on the southwest by the proposed eastern right of way of Eighth Street and by the property of Betty Haddock Hardee, on the west by the eastern right of way of Pitt Street and on the north by the south boundary of proposed Lot 3 and being more particularly described as follows:

Commencing at an existing North Carolina Department of Transportation (NCDOT) right of way disk located on the east right of way of Pitt Street at -L- station 12+81.724, 32.81 feet right as shown on the plans for NCDOT project number 8.2220601; thence S 16°02'40"W 213.09 feet to a point on the east right of way of Pitt Street; thence with the east right of way of Pitt Street S 13°00'19"W 184.02 feet to the POINT OF BEGINNING; thence from said beginning point so established along the south line of proposed Lot 3 N 55°07'12"E 29.15 feet to a point; thence continuing with the south line of proposed Lot 3 N 65°45'26"E 56.42 feet to a point; thence continuing with the south line of said Lot 3 S 75°30'20"E 4.27 feet to a point on the proposed new western right of way of NCSR 1610 (Pitt-Greene Connector); thence with the proposed new western right of way of NCSR 1610 along the arc of a curve to the left having a radius of 540.24 feet, a central angle of 10°34'07", an arc length of 99.65 feet and a chord of S 28°11'24"E 99.51 feet to a point; thence continuing with the proposed new west right of way of NCSR 1610 S 26°23'29"E 36.97 feet to a point on the existing west right of way line of NCSR 1610 as established by Deed Book 900, Page 40 of the Pitt County Registry; thence along and with said existing west right of way line of NCSR 1610 the following courses and distances; S 31°24'15"E 110.28 feet to a point, S 35°39'45"E 120.19 feet to a point and S 09°20'15"W 35.46 feet to a point on the north right of way of NCSR 1620 (Dickinson Avenue); thence with the north right of way of NCSR 1620 S 54°22'55"W 165.76 feet to a point on the proposed north right of way line of Eighth Street; thence with said proposed north right of way line along the arc of a curve to the left having a radius of 225.00 feet, a central angle of 34°34'00", an arc length of 135.74 feet and a chord of N 52°38'25"W 133.69 feet to a point on the east line of the property of Betty Haddock Hardee as recorded in Deed Book R-38, Page 663 and Deed Book D-43, Page 285, both of the Pitt County Registry; thence with the Hardee east line N 08°40'52"E 8.95 feet to the northeast corner of said Hardee property; thence with the Hardee north property line N 77°59'49"W 95.39 feet to a point on the east right of way of Pitt Street; thence with the east right of way of Pitt Street N 13°00'19"E 303.31 feet to the POINT OF BEGINNING containing 1.9006 acres and further being comprised of portions of Pitt County Tax Parcels 16544, 11307 and 06932. The bearings in this description are based on NC Grid North (NAD 83/2001) and all distances are horizontal field distances.

Lot Two (2)

0.0706 ACRE LOT

Being that certain lot or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina, bounded on the northeast by the proposed southern right of way of Eighth Street, on the southeast by NCSR 1620 (Dickinson Avenue), on the southwest by the property of Barbara Ann Creech Garris and by the property of Rayn Enterprises, LLC, on the northwest by the property of Betty Haddock Hardee and being more particularly described as follows:

Commencing at an existing North Carolina Department of Transportation (NCDOT) right of way disk located on the east right of way of Pitt Street at -L- station 12+81.724, 32.81 feet right as shown on the plans for NCDOT project number 8.2220601; thence S 16°02'40"W 213.09 feet to a point on the east right of way of Pitt Street; thence with the east right of way of Pitt Street S 13°00'19"W 487.33 feet to a point at the northwest corner of the property of Betty Haddock Hardee as described in Deed Book R-38, Page 663 and Deed Book D-43, Page 285, both of the Pitt County Registry; thence with the Hardee north line S 77°59'49"E 95.39 feet to the northeast corner of said Hardee property; thence with the Hardee east line the following courses and distances: S 08°40'52"W 30.24 feet to a point, S 37°05'08"E 39.40 feet to a point and S 54°10'06"W 12.56 feet to a point on the proposed southern right of way line of Eighth Street and being the POINT OF BEGINNING; thence from said beginning point so established along the proposed southern right of way line of Eighth Street with the arc of a curve to the right having a radius of 175.00 feet, a central angle of 24°40'53", an arc length of 75.39 feet and a chord of S 47°37'23"E 74.80 feet to a point on the northwest right of way of NCSR 1620 (Dickinson Avenue); thence with the northwest right of way of NCSR 1620 S 54°22'55"W 47.06 feet to a point on the northeast line of the property of Barbara Ann Creech Garris as recorded in Deed Book 2553, Page 93 of the Pitt County Registry; thence with said Garris northeast line and the northeast line of the property of Rayn Enterprises, LLC as recorded in Deed Book 2381, Page 536 of the Pitt County Registry

N 35°38'57"W 73.05 feet to a point at the southeast corner of the aforementioned Betty Haddock Hardee property; thence with said Hardee east property line N 54°10'06"E 31.54 feet to the POINT OF BEGINNING containing 0.0706 acre and being a portion of Pitt County Tax Parcel 16544. The bearings in this description are based on NC Grid North (NAD 83/2001) and all distances are horizontal field distances.

EXHIBIT B

MASTER PLAN FOR DEVELOPMENT

The development on the Property shall be herein referred to as the Project.

1. The exterior façade of the Project shall be no less than forty percent (40%) masonry and shall not include any vinyl.
2. The Property shall only be developed as a “mixed use” development incorporating office, retail, along with parking on the lower floors and residential development on upper floors. There shall be no less than 20,000 square feet of leasable office and retail space.
3. The Project shall include at least 120 total residential units and will contain student rental housing units and non-student market rate professional rental housing units. There shall be a minimum of 45 non-student market rate professional units in the first 120 residential units and a one to one ratio of student rental housing units and non-student market rate professional rental housing units for additional units above the first 120 residential units.
4. Residential units in the Project may include student oriented housing to include “quad style” suites with appropriate permitting in accordance with applicable provisions of the Zoning Ordinance, however student oriented housing units shall not exceed a ratio of five beds for every one bed of non-student market rate professional rental housing.
5. Student rental housing units and non-student market rate professional rental housing units must be separate distinct spaces and shall not have common access or share common areas or share common amenities.
6. The non-student market rate professional rental housing units will be different from the student rental housing units based upon the number of bedrooms in a unit, the amenities, and the interior finishes, as explained in the attachment entitled Market Rate Housing Apartments versus Student Housing, labelled as Attachment B-1, and incorporated herein by reference.
7. Sidewalk shall make its best reasonable efforts to include a sit-down, non-fast food restaurant in the Project and medium to high end retail in the Project.

ATTACHMENT B-1

Market Rate Housing Apartment versus Student Housing

There is a great need for young professional (21-29 year olds) urban lifestyle housing in Greenville, NC. Amenity-driven "Live/Work/Play" lifestyle is not prevalent in Greenville to serve this growing population who prefer less reliability on cars. This generation prefers a walkable community with shared cultural, retail, and housing opportunities.

Sidewalk Development takes its very name from this momentum shift in University Town living. Our motto is "Rebuilding the art of the stroll" where we merge the needs of Campus, Commerce, and Community. Communities who celebrate a more holistic view of real estate development product will be more apt to keep young professionals in town through job, cultural, and shopping growth.

Dickinson Avenue is the prime target for such a project. Retail opportunities are ripe here along with access to a new Transportation center, short walk to retail on 4th street, and other office buildings sure to come within the Uptown District. The University's planned Millennial Campus at 10th and Dickinson will celebrate future technology and biotech job opportunities.

As such, a mix of market rate professional apartment housing and more "urban-focused" walkable housing is also needed to keep the University and the city relevant to the next 3 decades of learners and young professionals.

Differences between Market Rate housing and Student Housing:

1. Size & Mix of Unit

Student Housing: Typically, student housing product needs to be more efficient in its layout and generally offers a majority of 4 bedroom product with some 2 bedroom selection. Very few one-bedroom and 3 bedroom plans may be available, but this is more generated by the unique plan of the building (forced by site conditions) than by developer choice. A 4 bedroom 4-bath product will be 1,375 SF.

Example Student Housing Floor Plans:

4 Bedroom Unit at Rowan University, (NJ): 1,250 SF / 2 Bedroom unit; 630 SF (created by Owners of Sidewalk)



2. Amenities:

Student Housing: University product will have shared amenities and would include a common "Lounge" within the building; a fitness center; exterior courtyard area. Student Lounges in Student Housing product tend to be in common "hallway" or Lobby areas, and not separate and distinct ornate spaces.

Example of University "Lounge" area:

West VA University Student Housing (Owner of Sidewalk's Daughter resides here). (Note in path of Exit door)



ing is typical of a common Living Room/Library area within
ing in Greenville at the corner of Reade Circle and
s such, the design will have corner balconies for the
n and Library space will have a balcony to enjoy the
urch steeple and Uptown. Also a Rooftop Pool will be
r roof garden will be available to apartment residents. A
in the apartment building will have balconies, whereas the

student product likely will not.

Example of Common Living Room area for market rate apartments:

The Village of Stonybrook apartments (Seaford, DE) , developed by Sidewalk Partner:



ousing building will not be as ornate. The appliances will not be as
cabinet selections will be less superior to the apartment building.

EXHIBIT C
DESCRIPTION OF SURFACE PARKING LOT

Being the property located in the City of Greenville, North Carolina, located within the area bounded by Bonners Lane, Clark Street, Atlantic Avenue, and the southern portion of Tax Parcel Number 034561 and other property to the south, consisting of approximately 1.92 acres, and being Pitt County Tax Parcel Numbers 005512, 006262, 013546, 001760, 015813, 019875, and 019874 and the northern portion of Tax Parcel Number 034561.

**RESOLUTION NO. 0B2-15
RESOLUTION OF THE CITY OF GREENVILLE, NORTH CAROLINA
ADOPTING THE NEUSE RIVER BASIN REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Pitt County, including the citizens and property within the city of Greenville, are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of Pitt County and the city of Greenville are particularly vulnerable to flooding, high winds, and severe winter weather; and

WHEREAS, Pitt County and participating municipal jurisdictions, including the City of Greenville, desire to seek ways to mitigate the impact of identified hazard risks;

WHEREAS, the North Carolina General Assembly has in Part 6, Article 21 of Chapter 143, Parts 3, 5, and 8 of Article 19 of Chapter 160A, and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry;

WHEREAS, the North Carolina General Assembly has in North Carolina General Statute 166A-19.41(b)(2)a.3. stated that: "For a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act";

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle;

WHEREAS, Pitt County and its participating municipal jurisdictions, including the City of Greenville, have performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and have updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management;

WHEREAS, it is the intent of the Pitt County Board of Commissioners to fulfill this obligation in order that the county will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting Pitt County;

WHEREAS, it is the intent of the City Council of the City of Greenville to fulfill this obligation in order that the City of Greenville will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the City of Greenville; and

WHEREAS, the City of Greenville actively participated in the planning process of the Neuse River Basin Regional Hazard Mitigation Plan and has fulfilled all of its part of the multi-jurisdictional planning elements required by FEMA;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville as follows:

Section 1. That the City Council of the City of Greenville does hereby adopt the Neuse River Basin Regional Hazard Mitigation Plan.

Section 2. That the City Council of the City of Greenville does hereby separately adopt the sections of the Neuse River Basin Regional Hazard Mitigation Plan that are specific to the City of Greenville.

Section 3. That the City Council of the City of Greenville does hereby repeal the City of Greenville 2010 Hazard Mitigation Plan adopted on June 10, 2010, by Resolution Number 10-44.

Section 4. That the City Council of the City of Greenville does hereby vest the Director of Community Development or his designee with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action; and
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

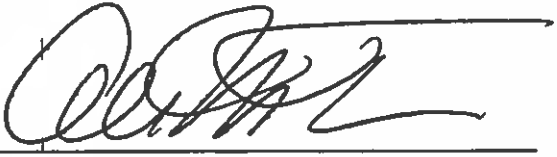
Section 5. That the City Council of the City of Greenville does hereby appoint the Director of Community Development or his designee to assure that, in cooperation with Pitt County, the Neuse River Basin Regional Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the City of Greenville City Council for consideration.

Section 6. That the City Council of the City of Greenville does hereby agree to take such other official action as may be reasonably necessary to carry out the objectives of the Neuse River Basin Regional Hazard Mitigation Plan.

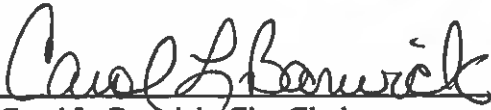
Section 7. This resolution shall become effective immediately upon adoption.

Adopted this 11th day of June, 2015.




Allen M. Thomas, Mayor

ATTEST:


Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/13/2020
Time: 6:00 PM

Title of Item: License Agreement for Jones-Lee House

Explanation: **Abstract:** The historic Jones-Lee House is now located at 304 South Greene Street (property or subject property). The owner of the property lacks access for purposes of parking, sanitation, and other business necessities because the property is surrounded by City-owned parcels, except for the frontage on Greene Street. The attached License Agreement gives the business owner/operator access over City-owned property to the subject property.

Explanation: The owner of the above property is seeking to activate this property and open a restaurant. The attached License Agreement gives the owner and operator of the proposed business access over City property to its property, and encroachments must be shown on an approved site plan. The property lacks access for purposes of parking, sanitation, and other business necessities because it is surrounded by City-owned parcels, except for the frontage on Greene Street. The owner requests a license to reach its parking spaces, construct a dumpster pad on City property, and access the proposed dumpster. Other encroachments consist of construction of a sidewalk encroachment for ADA accessibility on the north side of the subject property and a temporary construction easement on the south side of the subject property. All encroachments are shown on the proposed site plan that is attached to the license agreement.

Fiscal Note: There is no expense to the City associated with this request.

Recommendation: Council approve the license agreement with the owner and operator of the Jones-Lee House. The operator of the proposed restaurant is SoCo Food, Inc.

ATTACHMENTS:

- ▣ **License Agreement - SoCo**

Prepared by Emanuel D. McGirt, City Attorney. Return after recording to City of Greenville.

**NORTH CAROLINA
PITT COUNTY**

**LICENSE AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

THIS LICENSE AGREEMENT ("License") AND TEMPORARY CONSTRUCTION EASEMENT ("Agreement"), made and entered into this the ___ day of _____, 2020, by and between the CITY OF GREENVILLE (the "City" or "Owner"), and ~~Jeremy Law and Kim Kules, and SoCo Food, Inc.~~ Licensees and Grantees (hereafter referred to in the collective as "Licensee" or "Grantee").

WITNESSETH:

Whereas, the City is a municipal corporation established and operating pursuant to the laws of the State of North Carolina;

WHEREAS, Licensee owns property at 304 S. Greene St. (the "Greene Lot", further identified as Pitt County Tax Parcel 85596) that is known as the Jones Lee House historic property ("House"), and plans to open a Restaurant at this location to be operated within the House;

WHEREAS, Council previously determined by approving a resolution on May 20, 2019, that authorized the conveyance of the Greene lot to a nonprofit to ensure that the Jones-Lee

House is preserved , that preservation of the House is a public purpose, and the House was relocated to the Greene Lot;

WHEREAS, the Licensee is the owner of the Greene lot (which includes the House), and restrictive covenants attach to the Greene Lot to ensure historic character of the House is preserved and that such covenants run with the land and are binding on all future owners;

Whereas, the City owns parcels that surround the Greene lot on all sides (except the front of the Restaurant); parcel to the north (Pitt County Tax Parcel 25500), south (Parcel 85593), and several parcels to the west;

Whereas, the Licensee requests to encroach upon the City premises to the west of the Greene lot for vehicular access to reach its parking spaces, Parcels 26949 and 26956 (located behind and to the rear of the Restaurant) for purposes of emptying trash, and City premises to the north of the lot for a sidewalk encroachment for an ADA ramp (Parcel 25500); and a temporary construction easement south of the Restaurant for a Utility easement as reflected on the Proposed Site Plan and these areas constitute the “encroachment areas.” The Proposed Site Plan (or “Site Plan’) is attached and marked as **Exhibit A** and is made a part of this Agreement.

Whereas, all of the above described encroachments shall be constructed pursuant to a Site Plan approved by the City;

Whereas, the Licensee will construct and install a Concrete dumpster pad on City property (parcel 26956) to the rear of lot pursuant to a Site plan; and

WHEREAS, the Licensee requests and the City consents to allowing the Licensee to enter the City premises to encroach as described above pursuant to the terms of this agreement. Therefore, the parties agree as follows:

I. Special Terms and Conditions

1. Premises.

The City grants the Licensee the right to enter the City Premises for the sole purposes described above.

2. Use and Occupancy.

Licensee shall not use the City premises for any purpose other than as set forth in this Agreement which provides Licensee vehicular access to reach its parking spaces, emptying trash in the designated dumpster, and accessing the lot as provided in the Site Plan approved by the City, or other agreements or instruments granting Licensee the right to use the City premises indicated on the

Site Plan.

a. Encroachments.

The City grants the sidewalk encroachment shown on the **Proposed Site map** on Parcel to the north of the Greene lot (further identified as Pitt County Tax Parcel 25500) subject to **Lessee (Greenville-Pitt County Chamber of Commerce) of the real property at Parcel 25500 consent of the encroachment and subject to the City approving the site plan.**

The City allows encroachment on the City parcels show on Exhibit A for the purpose of allowing Licensee to reach its parking spaces, Licensee shall construct a concrete dumpster pad and fence at location shown on proposed site plan per City specifications, and any other encroachments shown on proposed site plan (Exhibit A).

b. Solid Waste Disposal Fee.

The City shall impose a fee to be paid by Licensee for entering City property as shown on the site plan and disposing of solid waste and recycling (exclusive of fats, oils and grease). Such fee shall also include the hauling away of solid waste and recycling.

c. The City grants to Grantee the right to construct specified improvements (including access utility, handicap access structure and sidewalk use area hereafter “sidewalk use area” and concrete dumpster pad and screening) as shown on the proposed site plan.

Improvements shall be constructed pursuant to the Site Plan approved by the City and all other City requirements. Grantee is obligated to keep all encroachment areas (such as the “sidewalk use area”) in a clean and sanitary condition, and in a state of general good repair. A certificate of compliance shall not be issued for the Restaurant until all of the required improvements have been completed in conformance with all applicable City requirements.

3. City’s Right to revoke Agreement

Grantee and the City acknowledge that Grantee’s right to encroach upon the City property shown on the site plan may be revoked in writing by the City upon the happening of any of the following events:

- a. Grantee fails to properly maintain the encroachment areas in conformance with this Agreement and the condition of improper or insufficient maintenance continues for thirty days following issuance of written notice regarding the offending condition from the City to the Grantee;
- b. A determination by the City that an encroachment area or areas is/are needed for a public purpose;
- c. Failure to obtain the City's written approval prior to the sale, assignment, or lease of any right contained in this Agreement or
Failure to operate the lot (including the Jones Lee House) pursuant to the restrictive covenants attached to the subject property (lot and house) and that run with the land.
- d. This License is not assignable without the City's permission.

Upon revocation of the agreement, Grantee shall remove its personal property from the encroachment areas within 90 days of issuance of the City's written revocation notice. Any improvements permanently affixed to the ground in any portion of the encroachment areas shall remain in place, unless the City determines that any or all improvements permanently affixed to the ground are to be removed by Grantee at Grantee's sole expense. The City shall provide Grantee with 90 days written notice if Grantee will be responsible for the removal of any improvements permanently affixed to the ground and Grantee will be responsible for removing those improvements within the 90 day written notice period.

- 4. The Premises shall at all times be kept open and accessible to Licensee, its agents and employees for the sole purposes as stated above and shown on an approved Site Plan. Licensee shall comply with all federal, State or local laws, ordinances, regulations and rules applicable to Licensee's use of the Premises.

II. Other Terms and Conditions

- 5. Alterations and Improvements. Except as provided herein or as shown on the Site Plan, Licensee may not alter, improve or change any part of the City Premises without the prior written consent of the City, which may be withheld in the City's sole discretion.
- 6. Maintenance by Licensee.

- a. Licensee represents that it has inspected the Premises and found it to be in acceptable condition for the purposes herein specified, and accepts the Premises in its current condition.
 - b. In the event that the Premises or any material portion thereof is damaged by fire or other casualty, or through Licensee's negligence, so as to render the Premises unusable, Licensee shall at its expense promptly restore the Premises to its previous condition.
7. Licensee's Signs. Licensee shall not install any signage on the Premises without the City's prior written consent;
8. Insurance.

Licensee agrees to purchase at its sole expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall be provided to the City contemporaneously with the execution of this Agreement.

Workers' Compensation Insurance: if applicable, with coverages and limits as required by law.

Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The City of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

Commercial Automobile Liability: (If Applicable)

Limits:

Builders Risk Coverage: (If Applicable)

Limit:

Minimum limit in the amount of total bid price.

The Builder Risk policy must be endorsed to increase the limit of insurance for all change orders.

Policy Form:

Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.

Named Insured:

The named Insured shall be the City of Greenville, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.

All insurance companies must be admitted to do business in North Carolina and be acceptable to the City of Greenville's Risk Manager. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the Greenville Risk Manager for approval before commencing work. Contractor shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Agreement.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.

The City of Greenville's review or acceptance of Certificates of Insurance shall not relieve any contractor of any requirement to provide the specific insurance coverages set forth in the Agreement. Nor shall the City of Greenville's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Agreement or acknowledgement that all insurance coverage requirements set forth in the Agreement have been met.

9. Liens/Use as Security.

- a. Licensee agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the Premises or upon the right, title or interest of the Licensee created by this Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the Licensee and in any event the Licensee will protect, indemnify and save harmless the City from and in respect of any and all such claims.

10. Access. Licensee will permit the City and its agents to access City Premises at any time.

11. Default and Remedies.

a. Default. Any one or more of the following events shall constitute a default under this Agreement:

- i. If Licensee shall continue in default in the payment of any rent, fee or other sum of money becoming due hereunder for a period of ten (10) days after such sum shall become due and payable; or
- ii. If Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this Agreement to be observed or performed by it and does not remedy such default within thirty (30) days after written notice thereof or does not within thirty (30) days commence such act or acts as shall be necessary to remedy the default and shall not complete such act or acts promptly; or
- iii. If Licensee shall become bankrupt or insolvent, or file any debtor proceedings, or file in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Licensee and such appointment shall not be vacated or set aside within thirty (30) days from such appointment, or if Licensee makes an assignment for the benefit of creditors, or petitions for or to an arrangement.

12. Assignment and Subletting. The Licensee shall have no right to assign or sublease this agreement.

13. Indemnity. To the extent permitted by law, Licensee shall and does hereby indemnify the City and agrees to save it harmless and, at the City's option, defend it from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees), judgments, settlement payments, and fines paid, incurred or suffered by the City in connection with loss of life, personal injury and/or damage to property suffered by third parties arising from or out of the use of the City Premises or any part thereof occasioned wholly or in part by any act or omission of Licensee, its officers, managers, members, shareholders, directors, agents, contractors, employees or invitees. Licensee's obligations pursuant to this section shall survive any termination of this Agreement with respect to any act, omission or

occurrence which took place prior to such termination.

14. Environmental.

- a. Licensee covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Licensed Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being “Hazardous Materials Requirements”).
- b. Licensee shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Licensee shall provide the City with copies of all such items upon request. Licensee shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Licensee shall provide the City with copies of all responses to such correspondence at the time of the response.
- c. For purposes of this Agreement, , “Hazardous Materials” means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).
- d. The warranties and indemnities contained in this Section shall survive the termination of this Agreement.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any jurisdiction applicable.
16. Force Majeure. Neither party hereto shall be required to perform any term, condition, or covenant of this Agreement during such time performance, after the exercise of due diligence to perform is delayed or prevented by acts of God, civil riots, organized labor disputes, or governmental restrictions.
17. Survival and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.
18. Waiver and Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the City to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
19. Unenforceability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Agreement shall continue in full force and effect.
20. Entire Agreement. This Agreement is only the agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
21. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
22. Recording. Within ten days following full execution of this Agreement, Licensee shall, at Licensee's expense, record the AGREEMENT in the Office of the Register of Deeds of Pitt County. An original of this Agreement shall be committed to the Greenville City Clerk for safekeeping.
23. E-Verify Requirements. (a) If this Agreement is awarded pursuant to North Carolina General

Statutes (NCGS) 143-129 – (i) Licensee represents and covenants that its contractors and subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this Agreement . (b) If this Agreement is subject to NCGS 143-133.3, the Licensee and its contractors and subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

-Signatures are on the following pages.-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

The City:
CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST:

By: _____
Valerie Shiuwegar, City Clerk

[Seal]

**NORTH CAROLINA
PITT COUNTY**

I _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar, personally appeared before me this day and acknowledged that she is Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this the ___ day of _____,2020.

My Commission expires: _____

Notary Public

(Official Seal)

Licensee

By: _____ (Seal)
Jeremy Law, Individually

By: _____ (Seal)
Kimberly Kulers, Individually

By: _____ (Seal)
Jeremy Law, as President of SoCo
Food, Inc.

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that Jeremy Law, Kimberly Kulers, and Jeremy Law in his capacity as President of SoCo Food, Inc. personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein:

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____

Notary seal or stamp must appear within this box.

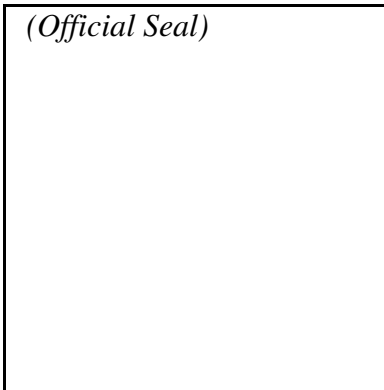


EXHIBIT A
PROPOSED SITE PLAN