



Agenda

Greenville City Council

February 11, 2021

6:00 PM

**This meeting will be virtual and conducted via Zoom. See the City's website
(www.greenvillenc.gov) for details.**

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 Connelly**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

- VII. Special Recognitions**

1. D.H. Conley High School Volleyball Team - 3A State Champions

VIII. Appointments

2. Appointments to Boards and Commissions

IX. New Business

Public Hearings

3. Ordinance to annex Fire Tower Commercial Park, Lot 28 involving 1.954 acres located at the northeastern corner of the intersection of West Fire Tower Road and Whitley Drive
4. Ordinance to annex Lakeview Industrial Park, Lot 7 involving 1.4854 acres located at the terminus of Sapphire Court
5. Ordinance to annex North Creek Commercial Park Lots 4, 5, and 6 involving 13.1462 acres located at the terminus of North Creek Drive
6. Ordinance requested by 4 Life Properties, LLC to rezone 5.747 acres located at the current terminus of Manning Forest Drive from RA20 (Residential-Agricultural) to R6 (Residential [High Density])
7. Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to create a definition and standards for residential and non-residential fences
8. Order requested by Ironwood Development, Inc. for a special use permit for an agricultural master plan community entitled "Carolina Crofts" that consists of 346 single-family lots, 34 townhouse units, 7 farm cabins, a sales and information center, 4.60 acres of non-residential space, and 68.80 acres of open space. The total acreage for the development will be 196.29 acres using the Master Plan Community standards. The subject property is located on the western right-of-way of NC Highway 43 North, adjacent to Rock Springs Subdivision, and is further identified as being a portion of Pitt County tax parcel number 18678.

Other Items of Business

9. Consideration of Second Amendment to Agreement with Sidewalk Greenville, LLC

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 02/11/2021

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Affordable Housing Loan Commission, Environmental Advisory Commission (Engineer Seat), Human Relations Council, Pitt-Greenville Convention and Visitors Authority (City member; resident not involved in tourist or convention-related business), Police Community Relations Committee, Recreation & Parks Commission, and Youth Council.

The City Council updated the Boards 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 commissions 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 nomination and elections in Robert's Rules of Order."

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

- Maurice Whitehurst
- Human Relations Council 7 seats on the Youth Council

Fiscal Note: No direct fiscal impact

Recommendation: Make appointments to the Affordable Housing Loan Commission, Environmental Advisory Commission (Engineer Seat), Human Relations Council, Pitt-Greenville Convention and Visitors Authority (City member; resident not involved in tourist or convention-related business), Police Community Relations Committee, Recreation & Parks Commission, and Youth Council.

ATTACHMENTS

 [February 2021 Boards List.pdf](#)

Appointments to Boards and Commissions

February 2021

Affordable Housing Loan Committee

Council Liaison: Mayor Pro-Tem Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Jack Brock	3	Filling unexpired term	Eligible	Feb. 2020
Derek Cherry	2	Filling unexpired term	Eligible	Feb. 2020
Kevin Fuell	1	Second term	Ineligible	Feb. 2021
William Kitchin	4	Second term	Ineligible	Feb. 2021
Ronita Jones	1	First term	Eligible	Feb. 2020
Anne Fisher	2	First term	Eligible	Feb. 2020
Deborah Spencer	3	First term	Eligible	Feb. 2021

Environmental Advisory Commission

Council Liaison: Council Member Brian Meyerhoeffer

Name	District #	Current Term	Reappointment Status	Expiration Date
Derrick Smith	4	Filling unexpired term	Resigned	April 2021

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Roopa Gandhi	3	Second term	Resigned	Sept. 2023
Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015

Pitt-Greenville Convention and Visitors Authority

Council Liaison: Council Member Brian Meyerhoeffer

Name	District #	Current Term	Reappointment Status	Expiration Date
Dede Carney	5	Second term	Ineligible	July 2020

Police Community Relations Committee

Council Liaison: Council Member Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Gregory Barrett	1	Second term	Ineligible	January 2021

Recreation & Parks Commission

Council Liaison: Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Hasan Hilliard	5	Second term	Did not meet attendance requirement	January 2021

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

Current Name	Reappointment Term	Expiration Status	Date
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7 spots open

Seats that are open to nominations from the City Council are highlighted.

Applicants for Affordable Housing Loan Committee

None,

Applicants for Environmental Advisory Committee

None.

Applicants for Human Relations Council

Rebecca Houston
512 Westminster Circle
Greenville, NC 27858
District #: 4
CandidateType: City

Application 10/16/2019

Business Phone:

Home Phone: (757) 880-7869

Email: rebeccarwhouston@yahoo.com

Applicants for Police Community Relations Committee

None.

Applicants for
Pitt-Greenville Convention and Visitors Authority

None.

Applicants for Recreation & Parks Commission

John Ashby 3903 A Elkin Ridge Drive Greenville, NC 27858 District #: 4 CandidateType: City	Application 2/5/2020 Business Phone: (252) 296-1200 Home Phone: (252) 714-7614 Email: john1993ashby@gmail.com
Arcina Dixon 4016 Dublin Road Winterville, NC 28590 District #: 5 CandidateType: City	Application 12/16/2019 Business Phone: Home Phone: (252) 227-8556 Email: dixona73@gmail.com
Gregory Hemby 1410 W. 6th Street Greenville, NC 27834 District #: 1 CandidateType: City	Application 4/22/2018 Business Phone: Home Phone: (202) 412-4369 Email: hembyg@gmail.com
Rebecca Houston 512 Westminster Circle Greenville, NC 27858 District #: 4 CandidateType: City	Application 10/16/2019 Business Phone: Home Phone: (757) 880-7869 Email: rebeccarwhouston@yahoo.com
Maceo Jemkins 300 Woodside Road Greenville, NC 27834 District #: 3 CandidateType: City	Application 9/21/2019 Business Phone: Home Phone: (512) 758-0723 Email: MJBIV@protonmail.com
Najiyah Lewis 3160 Ruth Court Greenville, NC 28734 District #: 2 CandidateType: City	Application 12/16/2020 Business Phone: Home Phone: (252) 561-5590 Email: covington_najiyah@yahoo.com
Tamilla Wiggins 101 F West Victoria Greenville, NC 27834 District #: 5	Application 9/16/2020 Business Phone: Home Phone: (252) 258-8580 Email: tamillawiggins@yahoo

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 02/11/2021

Title of Item: Ordinance to annex Fire Tower Commercial Park, Lot 28 involving 1.954 acres located at the northeastern corner of the intersection of West Fire Tower Road and Whitley Drive

Explanation: A. SCHEDULE

1. Advertising date: February 1, 2021
2. City Council public hearing date: February 11, 2021
3. Effective date: February 15, 2021

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 1.954
4. Voting District: 5
5. Township: Winterville
6. Zoning: CG (General Commercial)
7. Existing land use: Vacant
8. Anticipated land use: 7,500 sq. ft. of restaurant space
9. Population estimate

	Formula	Number of people
Total current:	n/a	n/a
Estimated at full development	n/a	n/a
Current minority	n/a	n/a
Estimated minority at full development	n/a	n/a
Current white	n/a	n/a
Estimated white at full development	n/a	n/a

10. Rural fire tax district: Rural Winterville
11. Greenville fire district: Station 5 (4.0 miles)
12. Present tax value: \$217,111
13. Estimated tax value: \$750,000

Fiscal Note: The total estimated tax value at full development is \$750,000.

Recommendation: Approve the attached ordinance to annex Fire Tower Commercial Park, Lot 28

ATTACHMENTS

-  [Ordinance_-_Annex_Fire_Tower_Comm_Lot_28.pdf](#)
-  [Fire Tower Commercial, Lot 28 Survey.pdf](#)

ORDINANCE NO. 21-
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. 160D-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 virtual public hearing on the question of this annexation was held electronically at 6:00 p.m. on the 11th day of February, 2021, after due notice by publication in The Daily Reflector on the 1st day of February, 2021; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160D-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. 160D-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 “Fire Tower Commercial Park, Lot 28”, involving 1.954 acres as prepared by Baldwin Design Consultants.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located at the northeastern corner of the intersection of W. Fire Tower Road and Whitley Drive.

GENERAL DESCRIPTION:

Beginning at an existing iron pipe on the northern right-of-way of NCSR 1708 (W. Fire Tower Road), said iron pipe being the southwestern corner of Fire Tower Commercial Park, Phase 1, Lot 29 as recorded in Map Book 69, Page 133 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

With the northern right-of-way of NCSR 1708 (W. Fire Tower Road), N 88°58’16” W 170.54’ to an existing iron pipe at the southeastern corner of a sight triangle located at the northeastern intersection of NCSR 1708 (W. Fire Tower Road) and Whitley Drive, thence with the northeastern line of said sight triangle N 43°58’39” W 42.43’ to an NCDOT Monument on the eastern right-of-

way of Whitley Drive, thence with the eastern right-of-way of Whitley Drive, N 01°01'21" E 25.00', N 89°00'00" W 1.54', and N 01°00'00" E 298.08', thence leaving the eastern right-of-way of Whitley Drive, S 89°00'00" E 282.99', thence S 13°57'15" W 50.22', thence S 13°53'53" W 312.11' to the point of beginning containing 1.954 acres and being a portion of the property recorded in Deed Book 2705, Page 470 of the Pitt County Register of Deeds.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160D-23, be annexed into Greenville municipal election district five. 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 five.

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 benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160D-58.10.

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 15th day of February, 2021.

ADOPTED this 15th day of February, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

I, Camillia P. Smith, 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 _____, 2021.

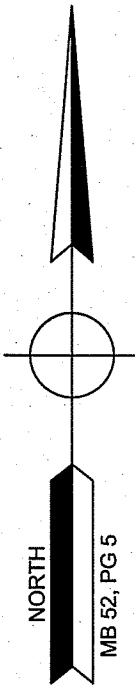
Notary Public

My Commission Expires: _____

1141564

LEGEND

EIP = EXISTING IRON PIPE
 RW = RIGHT-OF-WAY
 B/B = BACK OF CURB TO BACK OF CURB
 SIP = SET IRON PIPE
 NPS = NO POINT SET
 NC DOT MON = NC DOT MONUMENT
 MBL = MINIMUM BUILDING LINE
 FH = FIRE HYDRANT



LEGEND

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

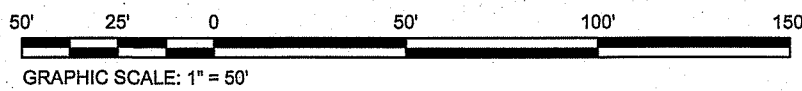
NOTES

1. THIS IS A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. REFERENCE: DEED BOOK 2705, PAGE 470 OF THE PITT COUNTY REGISTER OF DEEDS.

OWNER: CHAMM, LLC
 ADDRESS: 1698 E. ARLINGTON BOULEVARD
 GREENVILLE, NC 27858
 PHONE: 252-355-0752

OWNER: THE NEW MARKET INVESTMENT GROUP, LLC
 ADDRESS: 1609 E. 5th STREET
 GREENVILLE, NC 27858
 PHONE: 252-531-3777

OWNER: AAV PROPERTIES, LLC
 ADDRESS: 111 OXFORD ROAD
 GREENVILLE, NC 27858
 PHONE: 252-531-1604



A PORTION OF PARCEL #13361
 TAX MAP #4675-69-2305

SHEET 1 OF 1

**ANNEXATION MAP FOR
 FIRE TOWER COMMERCIAL PARK**

LOT 28

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN
 DEED BOOK 2705, PAGE 470 OF THE PITT COUNTY REGISTER OF DEEDS
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER: SEE ABOVE
 ADDRESS:
 PHONE:

Baldwin Design Consultants, PA
 LICENSE # C-3498
 ENGINEERING - LAND PLANNING - SURVEYING
 1700-D EAST ARLINGTON BOULEVARD
 GREENVILLE, NC 27858 252.756.1390

SURVEYED: JDP APPROVED: MWB
 DRAWN: JGG DATE: 11/02/2020
 CHECKED: MWB SCALE: 1" = 50'

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE
	R.L. MAY PROPERTY DIVISION	5	103

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C
 (EFFECTIVE DATE _____ ORDINANCE # _____ AREA 1.954 AC.)
 _____ TOWNSHIP, PITT COUNTY, N.C.

CLOSURE CHECK BOUNDARY	
CHECKED: JGG	DATE: 11/02/2020

CHAMM, LLC
 THE NEW MARKET INVESTMENT GROUP, LLC
 AAV PROPERTIES, LLC
 PARCEL #13361
 DB 2705, PG 470
 MB 5, PG 103

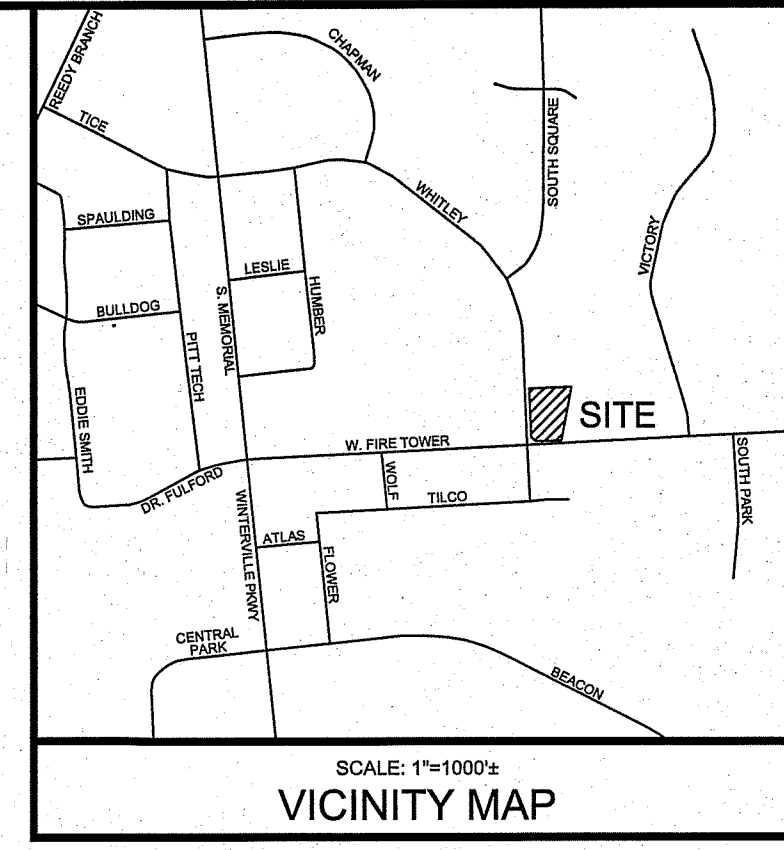
CHAMM, LLC
 THE NEW MARKET INVESTMENT GROUP, LLC
 AAV PROPERTIES, LLC
 PARCEL #13361
 DB 2705, PG 470
 MB 5, PG 103

(29)
 FIRE TOWER COMMERCIAL PARK
 PHASE 1, LOT 29
 MB 69, PG 133

NCSR 1708 - W. FIRE TOWER ROAD
 (100' R/W 73' B/B PUBLIC)

WHITLEY DRIVE
 (60' R/W B/B VARIES PUBLIC)

WHITLEY DRIVE
 (50' COMMON ACCESS,
 DRAINAGE & UTILITY EASEMENT)
 DB 1848, PG 154
 MB 62, PG 162



CERTIFICATION

I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE PAGE REFERENCE ETC. (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A., PAGE N/A. THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF NOVEMBER, 2020.

SIGNED: REGISTRATION NO. L-3082



Y:\DRAWINGS\SDC Properties (South Pointe)\LOT 28 - ANNEXATION.dwg Wed, Jan 06, 2021 2:13pm JGETSINGER



City of Greenville, North Carolina

Meeting Date: 02/11/2021

Title of Item: Ordinance to annex Lakeview Industrial Park, Lot 7 involving 1.4854 acres located at the terminus of Sapphire Court

Explanation:

A. SCHEDULE

1. Advertising date: February 1, 2021
2. City Council public hearing date: February 11, 2021
3. Effective date: February 15, 2021

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 1.4854
4. Voting District: 1
5. Township: Pactolus
6. Zoning: I (Industrial)
7. Existing land use: Vacant
8. Anticipated land use: 12,100 sq. ft. of industrial space
9. Population estimate



	Formula	Number of people
Total current:	n/a	n/a
Estimated at full development	n/a	n/a
Current minority	n/a	n/a
Estimated minority at full development	n/a	n/a
Current white	n/a	n/a
Estimated white at full development	n/a	n/a

10. Rural fire tax district: Staton House
11. Greenville fire district: Station 6 (4.0 miles)
12. Present tax value: \$9,411
13. Estimated tax value: \$1,210,000

Fiscal Note: The total estimated tax value at full development is \$1,210,000.

Recommendation: Approve the attached ordinance to annex Lakeview Industrial Park, Lot 7

ATTACHMENTS

-  [Ordinance - Annex Lakeview Ind Lot 7.pdf](#)
-  [Lakeview Industrial survey.pdf](#)

ORDINANCE NO. 21-
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. 160D-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 virtual public hearing on the question of this annexation was held electronically at 6:00 p.m. on the 11th day of February, 2021, after due notice by publication in The Daily Reflector on the 1st day of February, 2021; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160D-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. 160D-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map “Lakeview Industrial Park, Lot 7”, involving 1.4854 acres as prepared by Malpass and Associates.

LOCATION: Situate in Pactolus Township, Pitt County, North Carolina, located at the current terminus of Sapphire Drive.

GENERAL DESCRIPTION:

Lying and being situate in Pactolus, Pitt County, North Carolina and being more particularly described as follows:

Beginning at the intersection of the northern right of way of Diamond Drive and the western right of way of Sapphire Court thence from said point of beginning with the northern right of way of Diamond Drive S 63-49-37 W – 70.00’, thence 101.12’ along the arc of a curve said curve being to the left having a radius of 325.00’ and a chord bearing S 57-03-16 W - 100.71’ to the eastern line of the BKJ Capital, LLC property as recorded in deed book 2814, page 648, thence with the eastern line of the BKJ Capital, LLC property N 31-55-26 W – 304.29’ to the southern line of Lot 8 Lakeview Industrial Park, thence with the southern line of Lot 8 Lakeview

Industrial Park N 68-49-24 E – 287.65’ to the western right of way of Sapphire Court, thence with the western right of way of Sapphire Court 71.36’ along the arc of a curve said curve being to the right having a radius of 975.00’ and a chord bearing S 09-47-46 E – 71.35’, thence S 07-41-58 E – 208.10’ to the point of beginning containing 1.4854 acres.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160D-23, be annexed into Greenville municipal election district one. 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 one.

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 benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160D-58.10.

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 15th day of February, 2021.

ADOPTED this 15th day of February, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

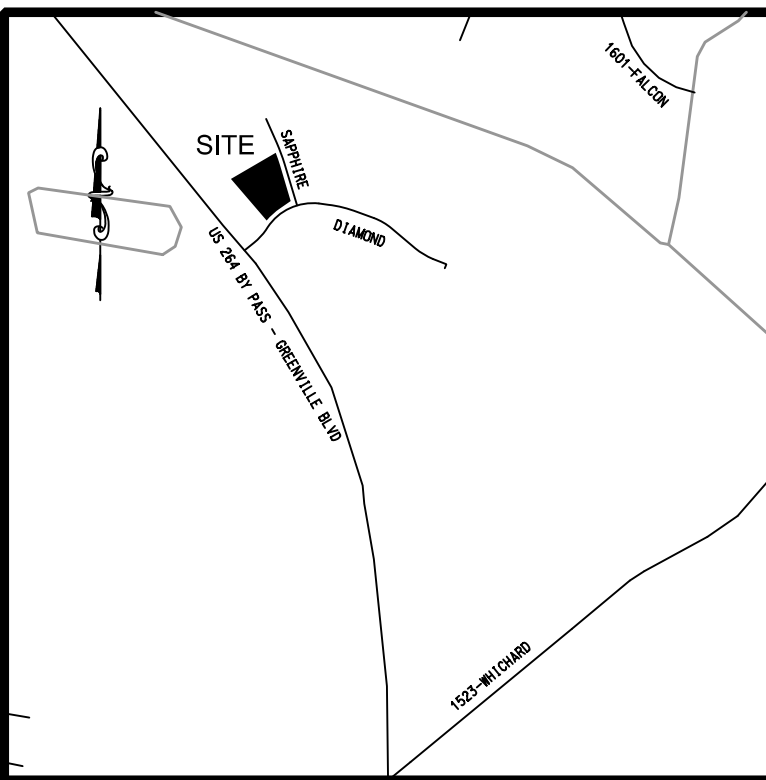
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing 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 _____, 2021.

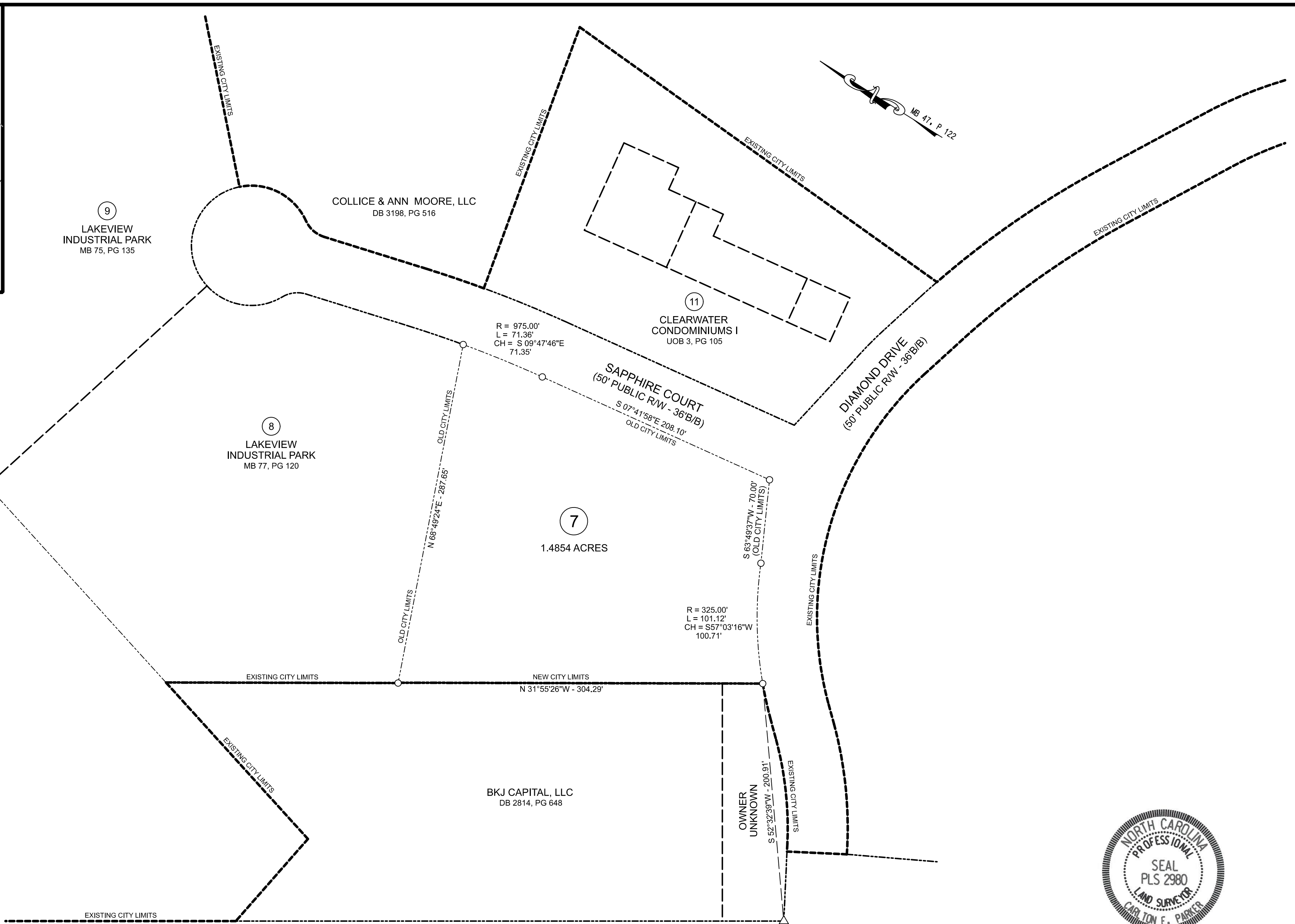
Notary Public

My Commission Expires: _____

1141564



VICINITY MAP
1"=1000'



PARCEL NUMBER 35706

ANNEXATION MAP FOR
LAKEVIEW INDUSTRIAL PARK - LOT 7
REFERENCE DEED BOOK 3077, PAGE 222
OF THE PITT COUNTY REGISTRY
GREENVILLE PACTOLUS TOWNSHIP PITT COUNTY NORTH CAROLINA

LEGEND

NEW CITY LIMITS =

EXISTING CITY LIMITS =

OLD CITY LIMITS =



OWNER: COLLICE & ANN MOORE, LLC
ADDRESS: 4300 SAPPHIRE CT, SUITE 116
GREENVILLE, NC 27834
PHONE: (252) 341-0500

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.
DATE: _____; ORDINANCE NUMBER: _____; AREA: 1.4854 ACRES
PACTOLUS TOWNSHIP, PITT COUNTY, NORTH CAROLINA

MALPASS & ASSOCIATES
(NC LICENSE NUMBER C-1289)
1645 E. ARLINGTON BLVD., SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED: CEP APPROVED: CEP
DRAWN: WCO DATE: 12/18/20
CHECKED: CEP SCALE: 1"= 60'

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 31ST DAY OF DECEMBER, A.D., 2020.

CARLTON E. PARKER L-2980



City of Greenville, North Carolina

Meeting Date: 02/11/2021

Title of Item: Ordinance to annex North Creek Commercial Park Lots 4, 5, and 6 involving 13.1462 acres located at the terminus of North Creek Drive

Explanation: A. SCHEDULE

1. Advertising date: February 1, 2021
2. City Council public hearing date: February 11, 2021
3. Effective date: February 15, 2021

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 13.1462
4. Voting District: 1
5. Township: Pactolus
6. Zoning: IU (Unoffensive Industrial), CH (Heavy Commercial) and O (Office)
7. Existing land use: Vacant
8. Anticipated land use: 113,000+/- sq. ft. of commercial and industrial space
9. Population estimate



	Formula	Number of people
Total current:	n/a	n/a
Estimated at full development	n/a	n/a
Current minority	n/a	n/a
Estimated minority at full development	n/a	n/a
Current white	n/a	n/a
Estimated white at full development	n/a	n/a

10. Rural fire tax district: Staton House
11. Greenville fire district: Station 4 (3.0 miles)
12. Present tax value: \$207,473
13. Estimated tax value: \$11,300,000

Fiscal Note: The total estimated tax value at full development is \$11,300,000.

Recommendation: Approve the attached ordinance to annex North Creek Commercial Park Lots 4, 5, and 6

ATTACHMENTS

-  [Ordinance - Annex N Creek Comm Pk.pdf](#)
-  [NORTH CREEK survey.pdf](#)

ORDINANCE NO. 21-
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. 160D-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 virtual public hearing on the question of this annexation was held electronically at 6:00 p.m. on the 11th day of February, 2021, after due notice by publication in The Daily Reflector on the 1st day of February, 2021; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160D-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. 160D-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 “North Creek Commercial Park”, involving 13.1462 acres as prepared by Malpass and Associates.

LOCATION: Situate in Pictolus Township, Pitt County, North Carolina, located at the terminus of North Creek Drive.

GENERAL DESCRIPTION:

Lying and being situate in Pictolus, Pitt County, North Carolina and being more particularly described as follows:

Beginning at a point in the northern right of way of North Creek Drive said point being the southeast corner of Lot 7 North Creek Commercial Park as recorded in map book 75, page 33 of the Pitt County Registry, thence from said point of beginning with the eastern line of Lot 7 North Creek Commercial Park N 32-33-30 E – 357.86’ to the centerline of a canal, thence leaving the eastern line of Lot 7 North Creek Commercial Park with the centerline of the canal S 47-51-04 E – 303.72’, thence S 36-02-34 E – 79.22’, thence N 76-24-06 E – 356.48’ to the western line of the Alan T. Boutilier property as recorded in deed book 2851, page 160, thence with the western

line of the Alan T. Boutilier property and the western line of Northwoods Section 5, Phase 2 as recorded in map book 44, page 17 S 13-35-54 E – 1335.66’ to the northern line of Lot 9 Lakeview Industrial Park as recorded in map book 75, page 135, thence with the northern line of Lot 9 Lakeview Industrial Park N65-20-00 W – 265.41’ to the eastern line of Lot 3 North Creek Commercial Park as recorded in map book 76, page 166, thence with the eastern line of Lot 3 North Creek Commercial Park N 30-31-15 W – 773.79’ to the northern right of way of North Creek Drive, thence with the northern right of way of North Creek Drive 107.77’ along the arc of a curve said curve being to the left having a radius of 55.00’ and a chord bearing N 01-18-21 W – 91.34’, thence N 57-26-30 W – 579.77’ to the point of beginning containing 13.1462 acres.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160D-23, be annexed into Greenville municipal election district one. 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 one.

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 benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160D-58.10.

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 15th day of February, 2021.

ADOPTED this 15th day of February, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

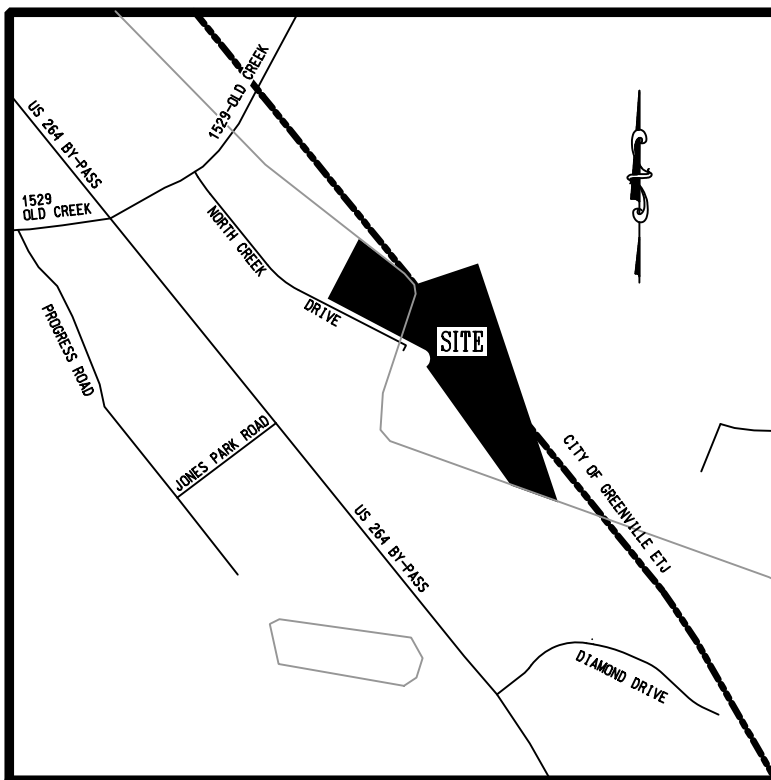
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing 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 _____, 2021.

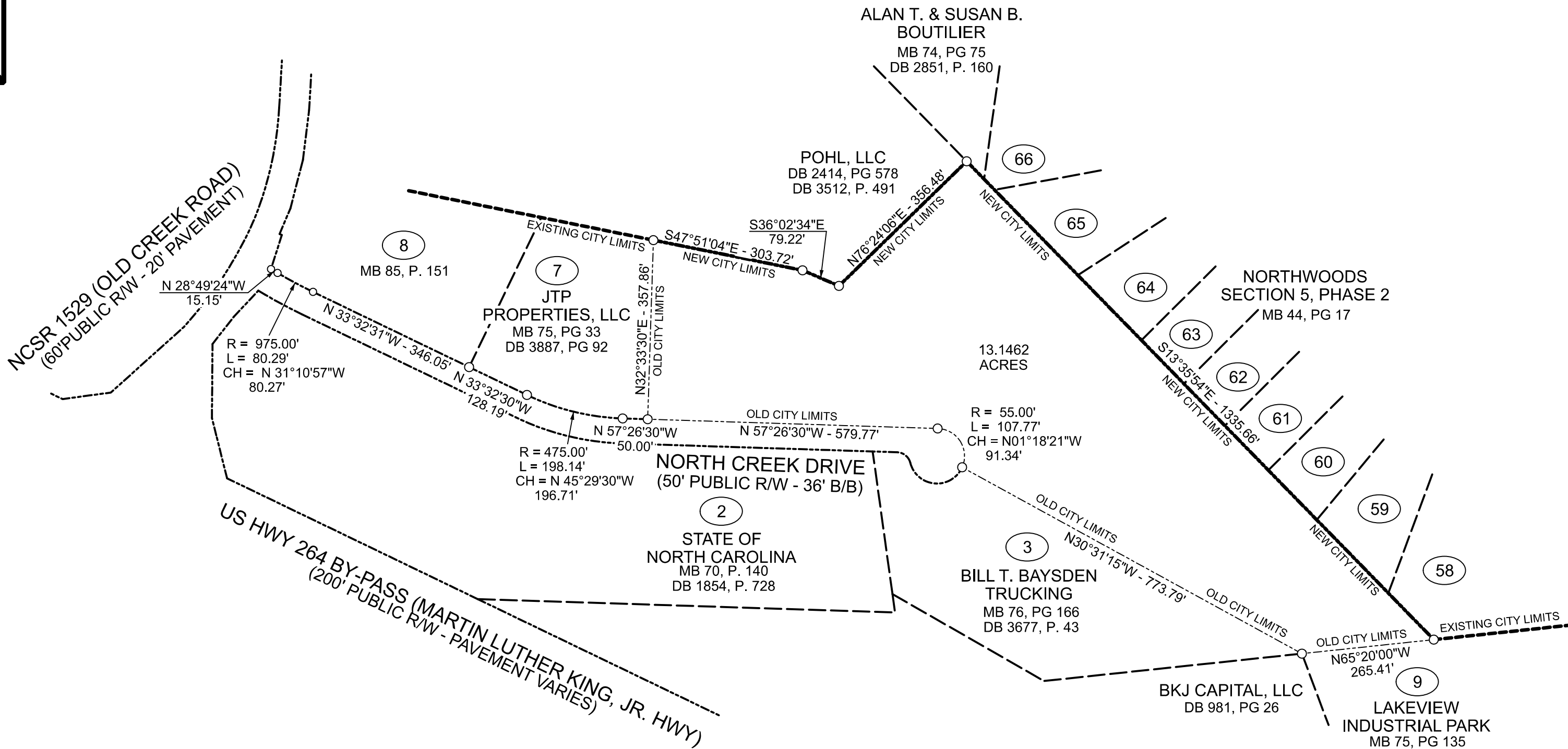
Notary Public

My Commission Expires: _____

1141568



VICINITY MAP
1"=1000'



A PORTION OF PARCEL NUMBER 02262

**ANNEXATION MAP FOR
NORTH CREEK COMMERCIAL PARK**

BEING A PORTION OF THE PROPERTY RECORDED IN DEED BOOK 2414, PAGE 578
AND DEED BOOK 3512, PAGE 491 OF THE PITT COUNTY REGISTRY

GREENVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: POHL, LLC
ADDRESS: 401 W 1ST ST, GREENVILLE, NC 27834
PHONE: (252) 355-7006

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

SURVEYED:	CEP	APPROVED:	CEP
DRAWN:	WCO	DATE:	12/08/20
CHECKED:	CEP	SCALE:	1" = 200'

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: 13.1462 ACRES

PACTOLUS 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 31ST DAY OF DECEMBER A.D., 2020.

Carlton E. Parker
CARLTON E. PARKER L-2980



City of Greenville, North Carolina

Meeting Date: 02/11/2021

Title of Item: Ordinance requested by 4 Life Properties, LLC to rezone 5.747 acres located at the current terminus of Manning Forest Drive from RA20 (Residential-Agricultural) to R6 (Residential [High Density])

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on January 5, 2021.

On-site sign(s) posted on January 5, 2021.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on January 26, 2021.

Public hearing legal advertisement published on February 1, 2021 and February 8, 2021.

Comprehensive Plan:

The Future Land Use and Character Map shows traditional neighborhood, medium-high density (TNMH) at the southwestern corner of the intersection of Dickinson Avenue and Williams Road transitioning to office/institutional to the east and potential conservation and open space (PCOS) to the south.

Traditional Neighborhood, Medium-High Density

Primarily residential area featuring a mix of higher density housing types ranging from multi-family, townhomes, and small-lot single-family detached. They are typically located within a walkable distance to a neighborhood activity center. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting
- Allow neighborhood-scale commercial or mixed use centers at key intersections within neighborhoods

Primary uses:

Multi-family residential

Single-family residential attached (townhomes) and detached (small-lot)

Secondary uses:

Institutional (neighborhood scale)

Office/Institutional

These areas serve as a transition between more intense commercial areas and surrounding neighborhoods. The form of future development should take a more walkable pattern with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

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

Primary uses:

Office

Institutional/civic

Potential Conservation/Open Space

Potential conservation/open space land is typically located in areas that contain

existing parkland, needed land buffers, exhibit potential for flooding, or are deemed inappropriate for development due to physical or environmental barriers. Some land within this area may not contain barriers to development, or there may be reasonable mitigation. Site analysis is needed to determine development capabilities in these areas.

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

Intent:

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

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 479 trips to and from the site on Dickinson Avenue, which is a net increase of 364 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) and zoned to its current zoning.

Existing Land Uses:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property is located in the Green Mill Run watershed. If stormwater rules apply, it would require 25-year detention, nitrogen and phosphorus reduction.

The property is located in the Special Flood Hazard Area and the Floodway. No jurisdictional wetlands exist on the property. A jurisdictional stream and riparian buffers exist along the southern property line.

Surrounding Land Uses and Zoning:

North: RA20/R6A-RU - Brook Hollow Duplex Townhomes; RA20 - vacant (under common ownership of the applicant) and five (5) single-family residences
South: RA20/R6 - Manning Forest Townhomes
East: R6/RA20 - Red Oak Assisted Living Center; RA20 - one (1) single-family residence
West: RA20 - Farmland

Density Estimates:

Under the current zoning, the site could accommodate 12 single family residences.

Under the proposed zoning, the site could accommodate 66-72 multi-family units (1, 2 and 3 bedrooms).

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, 2021 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_-_4_Life_Properties__LLC.pdf](#)
-  [4 Life Min.pdf](#)
-  [Location Map.pdf](#)
-  [4 Life survey.pdf](#)
-  [List of Uses.pdf](#)
-  [4 Life Prop traffic.pdf](#)
-  [Vegetation Table.pdf](#)
-  [Residential Density Chart.pdf](#)
-  [Written Comments.pdf](#)

ORDINANCE NO. 21-
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 6, Chapter 160D, 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 11th day of February, 2021, at 6:00 p.m., conduct an electronic meeting and 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 applicable provisions of North Carolina General Statute 160D-605, 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 160D-605, 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 applicable provisions of North Carolina General Statute 160D-605, 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 Map and is located in a Primary Service Area;

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

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to R6 (Residential).

TO WIT: 4 Life Properties, LLC

LOCATION: Located at the current terminus of Manning Forest Drive

DESCRIPTION: Lying and being located in Greenville Township, Pitt County, NC and being more particularly described as follows:

Beginning at an iron pipe set located on the southern right of way of Dickinson Avenue Extension said iron pipe set having NC Grid Coordinates N 669947.47 and E 2469200.38; thence running along the southern right of way of Dickinson Avenue Extension N 60-29-26 E, 327.65 feet to an iron pipe set located on the southern right of way of Dickinson Avenue Extension said iron pipe set having NC Grid Coordinates N 670108.86 and E 2469485.52; thence leaving the southern right of way of Dickinson Avenue Extension S 00-36-24 W, 122.27 feet to an existing iron pipe; thence S 02-16-52 W, 343.50 feet to an existing iron pipe; thence continuing S 02-16-52 W, 284.32 feet to a point located in an existing ditch; thence running along said existing ditch the following courses and distances N 85-38-04 W, 2.29 feet to an iron pipe set; thence S 82-06-14 W, 59.48 feet to a point; thence S 76-56-12 W, 99.77 feet to a point; thence S 89-35-36 W, 29.24 feet to a point; thence N 66-08-48 W, 40.49 feet to a point; thence N 66-08-48 W, 50.00 feet to a point; thence N 66-08-48 W, 44.43 feet to a point; thence N 55-33-28 W, 50.02 feet to a point; thence N 49-41-04 W, 78.08 feet to a point; thence N 53-43-12 W, 63.97 feet to a point; thence N 58-34-53 W, 44.34 feet to a point; thence N 63-39-10 W, 48.15 feet to a point; thence N 54-21-12 W, 63.93 feet to a point; thence leaving said existing ditch N 60-12-47 E, 11.00 feet to an iron pipe set; thence continuing N 60-12-47 E, 286.09 feet to an existing iron pipe; thence continuing N 60-12-47 E, 176.87 feet to an iron pipe set; thence N 29-30-34 W, 150.00 feet to the point of beginning containing 5.747 acre.

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 15th day of February, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1141547

Excerpt from the draft Planning & Zoning Commission Minutes (1/19/2021 and 1/21/2021)

REQUEST BY 4 LIFE PROPERTIES, LLC

Chantae Gooby delineated the property. The land is currently vacant and is located in the Greens Mill Run Watershed. If stormwater rules apply, it would require 25-year detention, nitrogen and phosphorus reduction. There are streams and riparian buffers along the southern edge of the property. There is an anticipated net increase of 364 additional vehicle trips per day. The property can be accessed via Dickinson Avenue and Williams Road. The current zoning of RA20 would allow for 12 single-family lots. The proposed rezoning to R6 could accommodate to 65 multi-family units. The Future Land Use and Character Map shows traditional neighborhood, medium-high density housing at the intersection of Dickinson Avenue and Williams Road. 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.

Bryan Fagundus spoke in favor on behalf of the applicant.

Mr. Robinson asked the clerk to read into the record all written comments that were received. These comments are all in opposition.

The item was recessed until the January 21, 2021 meeting of the Planning & Zoning Commission.

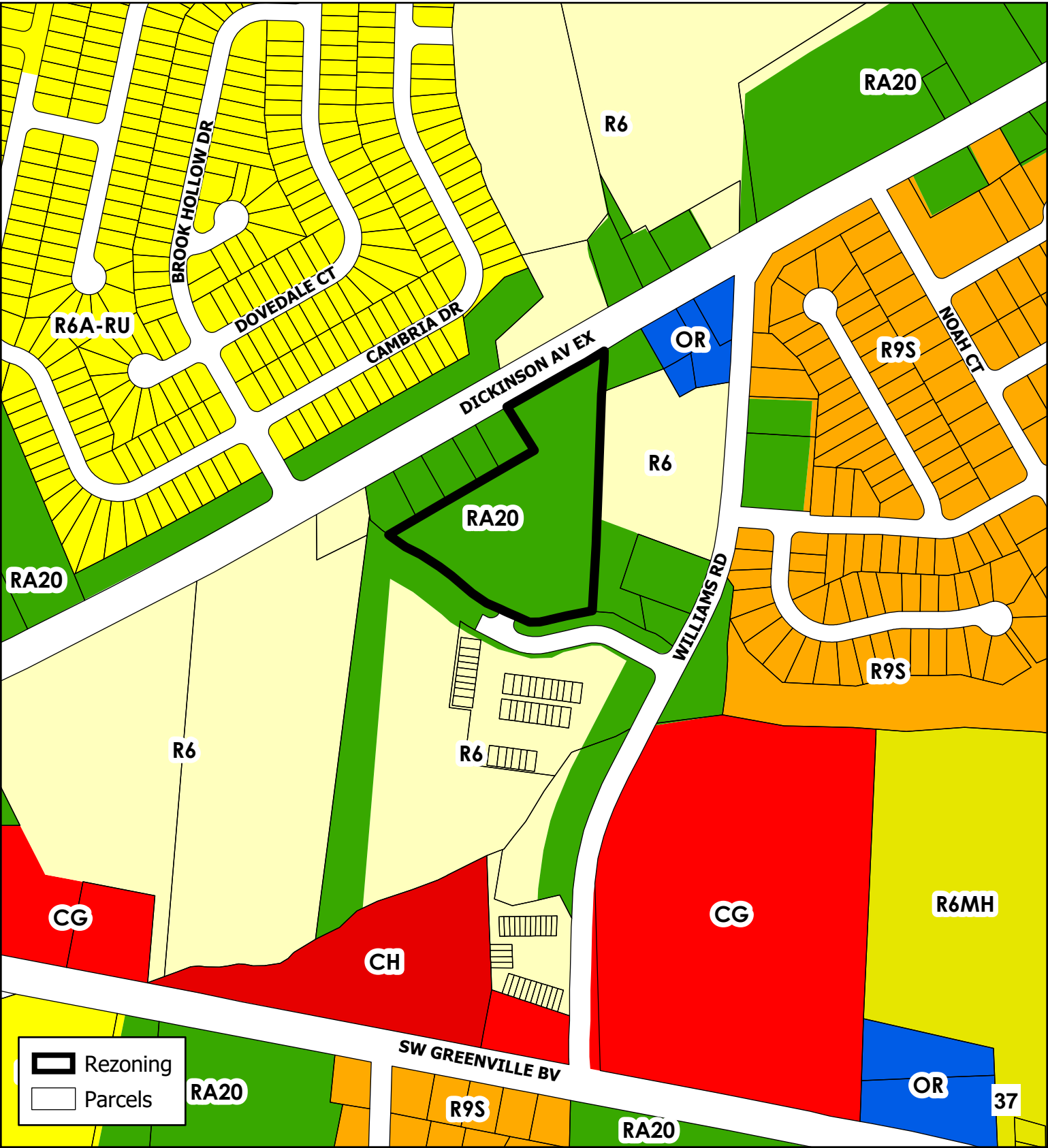
Excerpt from the draft Planning & Zoning Commission Minutes (1/21/2021)

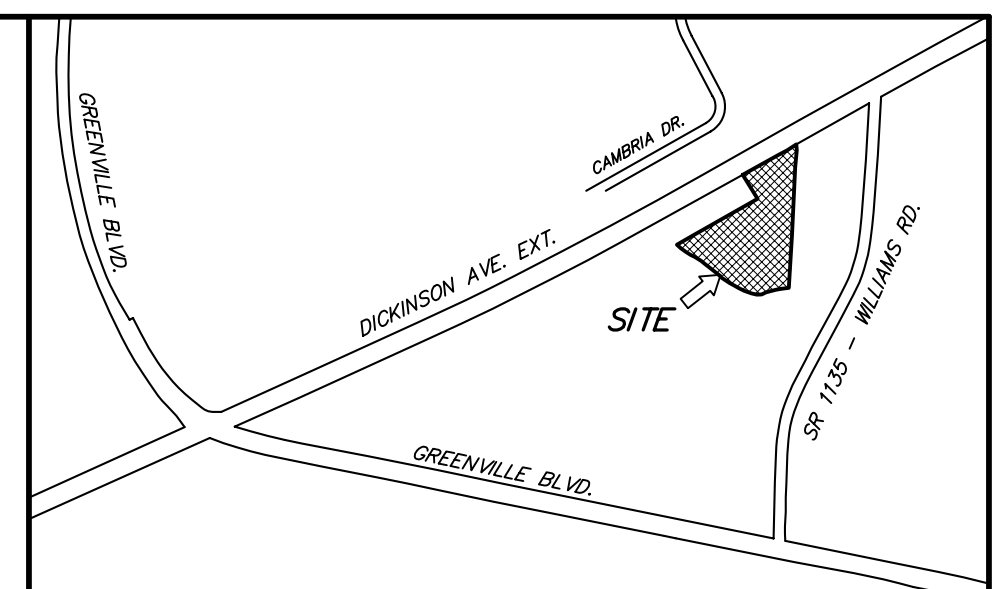
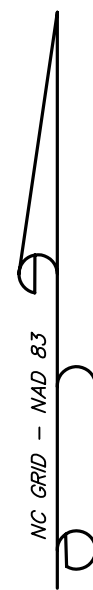
Motion made by Mr. Overton, seconded by Mr. Parker, to recommend to approval for the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

4 Life Properties
From: RA-20
To: R-6
Acres: 5.747
January 5th, 2021

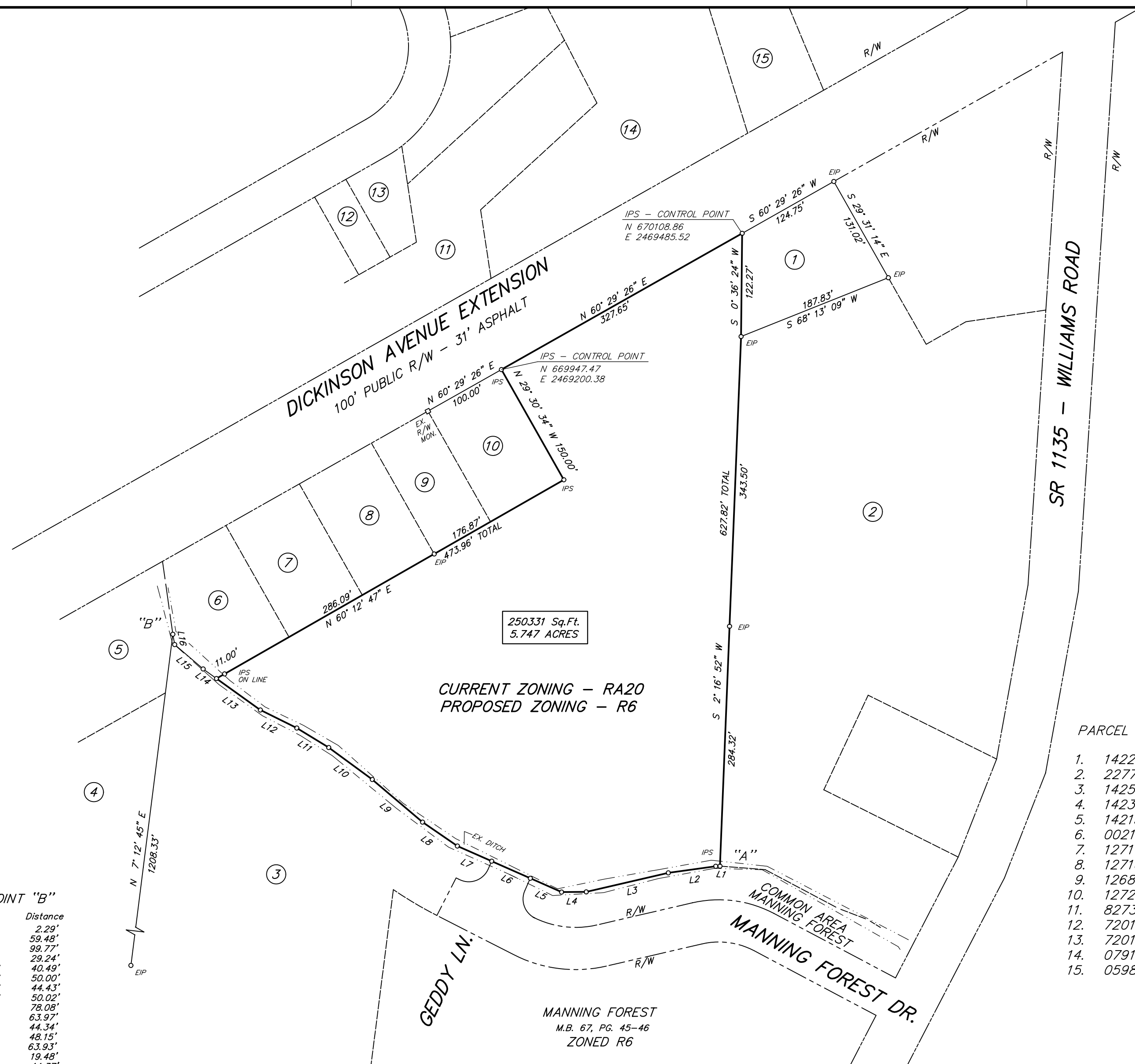


0 0.03 0.05 0.1 Miles





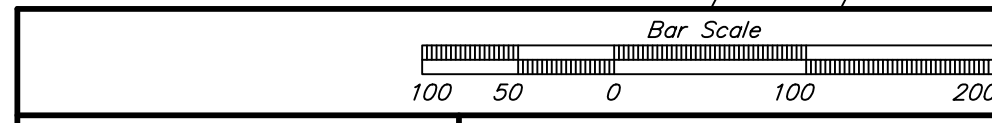
VICINITY MAP 1" = 1,000'



LINE TABLE
POINT "A" - POINT "B"

Line	Bearing	Distance
L1	N 85° 38' 04" W	2.29'
L2	S 82° 06' 14" W	59.48'
L3	S 76° 56' 12" W	99.77'
L4	S 89° 35' 36" W	29.24'
L5	N 66° 08' 48" W	40.49'
L6	N 66° 08' 48" W	50.00'
L7	N 66° 08' 48" W	44.43'
L8	N 55° 33' 28" W	50.02'
L9	N 49° 41' 04" W	78.08'
L10	N 53° 43' 12" W	63.97'
L11	N 58° 34' 53" W	44.34'
L12	N 63° 39' 10" W	48.15'
L13	N 54° 21' 12" W	63.93'
L14	N 54° 20' 34" W	19.48'
L15	N 49° 24' 29" W	44.37'
L16	N 10° 10' 21" W	12.41'

PARCEL #	OWNER	DEED BK./PAGE #	ZONED
1.	14229 Barbara Pardue	1052/634	RA20
2.	22778 Powell/Rhoades, LLC	878/221	R6
3.	14256 MQ Construction, Inc.	3656/4	R6
4.	14234 Karl Brown Manning	3284/60	R6
5.	14215 Karl Brown Manning	3284/60	R6
6.	00213 Robert J. Oneal	3872/49	RA20
7.	12711 Lou Baker Joyner	99E/518	RA20
8.	12710 Lou Baker Joyner	99E/518	RA20
9.	12682 Matthew Bruce Akin	2991/460	RA20
10.	12727 Brittney Faye Lane	3786/452	RA20
11.	82734 Brook Hollow Homeowners Assoc.	3338/498	R6A
12.	72019 Dallas Jefferson Mayo, Jr.	3454/554	R6A
13.	72018 Yvette Boatwright	3954/114	R6A
14.	07914 4 Life Properties, LLC	3900/411	RA20
15.	05988 Sellers Crisp Dickerson Heirs	Z-41/5	RA20



REFERENCE:
DEED BK. 3900, PG. 411-414
MAP BK. 21, PG. 77

PARCEL NO. 07914



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 3900, Page 411-414 or other reference source _____); that the boundaries not surveyed are indicated as drawn from information in Book _____, Page _____ 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 7th day of DECEMBER, 2020.

Signed G. Miller
Professional Land Surveyor No. L-2562

LEGEND:
EIP - EXISTING IRON PIPE
IPS - IRON PIPE SET
R/W - RIGHT OF WAY

REZONING MAP
FOR
4 LIFE PROPERTIES, LLC

BEING A PORTION OF TAX PARCEL #07914
GREENVILLE TOWNSHIP
PITT COUNTY, NORTH CAROLINA

OWNER(S) 4 LIFE PROPERTIES, LLC
ADDRESS 1645 E ARLINGTON BLVD., SUITE E, GREENVILLE, NC 27858
PHONE 252-714-8485

<p>GARY S. MILLER & ASSOCIATES, P.A. LAND SURVEYORS 1803 South Charles Blvd. Greenville, N.C. 27858 Phone (252)756-7878 Fax (252)756-0785</p>	SURVEYED: MCP	APPROVED: GSM
	DRAWN: BLW	DATE: 12-07-2020
	CHECKED: GSM	SCALE: 1" = 100'

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

	o(1). Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	b. Home occupation; barber and beauty shop
	c. Home occupation; manicure, pedicure or facial salon
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining	
	b. Greenhouse or plant nursery; including accessory sales
	m. Beekeeping; major use
	n. Solar energy facility
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
	a. Child day care facilities
	b. Adult day care facilities
	d. Cemetery
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
PROPOSED ZONING	
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		

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 20-14

Applicant: 4 Life Properties, LLC

Property Information

Current Zoning: RA20 (Residential-Agricultural)

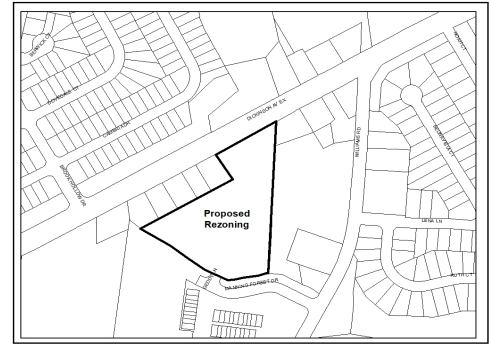
Proposed Zoning: R6 (Residential [High Density])

Current Acreage: 5.747 acres

Location: Dickinson Ave, west of Williams Rd

Points of Access: Dickinson Ave

Location Map



Transportation Background Information

1.) Dickinson Ave- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2 lanes with paved shoulder	4-lane with raised median
Right of way width (ft)	100	no change
Speed Limit (mph)	55	no change
Current ADT:	9,020 (*)	
Design ADT:	15,800 vehicles/day (**)	43,900 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status	Major Thoroughfare	

Other Information: There are no sidewalks along Dickinson Ave that service this property.

Notes: (*) 2018 NCDOT count adjusted for a 2% annual growth rate
 (**) Traffic volume based on operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Zoning: 115 -vehicle trips/day (*) **Proposed Zoning: 479** -vehicle trips/day (*)

Estimated Net Change: increase of 364 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 Dickinson Ave are as follows:

1.) Dickinson Ave , West of Site (30%): “No build” ADT of 9,020

Estimated ADT with Proposed Zoning (full build) – 9,164
 Estimated ADT with Current Zoning (full build) – 9,055
Net ADT change = 109 (1% increase)

2.) Dickinson Ave , East of Site (70%): "No build" ADT of 9,020

Estimated ADT with Proposed Zoning (full build) – 9,355

Estimated ADT with Current Zoning (full build) – 9,101

Net ADT change = 254 (3% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested zoning, the proposed zoning classification could generate 479 trips to and from the site on Dickinson Ave, which is a net increase of 364 additional trips per day along Dickinson Ave.

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

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, OR	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 (LMDR)	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.

Request by 4 Life Properties, LLC to rezone 5.747 acres located at the current terminus of Manning Forest Drive from RA20 (Residential-Agricultural) to R6 (Residential [High Density]).

IN OPPOSITION

1. Holly and Matthew Akin
3611 Dickinson Avenue

I am writing in response to the letter I received about the rezoning of property behind my house. The letter states that 4 Life Properties, LLC has made a request to rezone those 5.747 acres from RA20 to R6.

This news is devastating and has affected my emotional and mental state over the last several days, as I have worried about the potential changes this means for myself and my family. I wish to share my concerns with the City Council, The Greenville Planning Division, and 4 Life Properties, LLC, in hopes that something can be done to change the course of this decision.

We purchased our home during the summer of 2012. My then fiancée had just returned from his last deployment and we were planning to be married in September. After looking for the perfect home for several months, we finally found our dream home on 3611 Dickinson Avenue. After admiring this house for years, a “For Sale” sign in its yard was the answer to our prayers. One of the most important features of the home (for us) was the outdoor space. The outdoor space was extremely important as we had a dog, a two-year old child at the time, and a love of gardening and being outside. The backyard was perfect! It was quiet and peaceful, had a deck, a large pecan tree for shade, a shed for all of our tools, and plenty of space to grow.

We moved in July of 2012, and since then we have poured our heart and soul into this property. We have made improvements such as paving the driveway, planting new trees and flowers, building a retaining wall, starting an herb garden, vegetable boxes, and more. My father and I also designed, and hand built an incredible playhouse, swing set, and rock wall for our children.

In addition to this being the perfect home for us, we also connected with the community. Our elderly neighbor had lived in her home for over 50 years and we quickly became part of her extended family, helping her as needed, looking after her, and visiting her on a regular basis. Her rental home was rented to a local musician who also became like family and helped both the Joyner family and mine, in various ways over the years. We also worked with our neighbors to trap, spay, and neuter dozens of feral cats in the area, and re-home many kittens.

Life goes on, and in 2014 our first daughter was diagnosed with Autism. I also gave birth to our second daughter. Parts of life were difficult, but we had the space to incorporate necessary sensory items outdoors, such as a small trampoline and a large swing. The fenced in yard provided a space for our daughter to run and jump, expel her energy, and provide us with a mental break when needed. The best part about this is that we felt safe having our girls play outside in the backyard, even when briefly unsupervised. Even today, they spend almost every afternoon in the yard playing and being kids. Riding scooters, playing hide and seek, jumping on the trampoline, and making mud pies. Priceless memories and an opportunity that not all children are afforded.

The threat of property expansion and potential building projects directly behind our home deeply threatens our sense of security and safety. I will no longer have the feeling of peace and confidence that my girls are safe playing outside in their own back yard. That is a horrible feeling. Safety is a HUGE concern for us having young children, and a child with Autism.

Noise and traffic are another major concern for us. Dickinson Avenue is already so busy (the one thing we don't like about the area) and adding more homes will only increase traffic. I can't imagine how loud and distracting

it will be to have apartments or homes being built directly behind us. Currently I am working from home and my oldest daughter is doing virtual schooling. The noise would be a major distraction for both of us, and not just during the building phase. We are concerned about how loud the neighborhood will be in general. This includes cars, people talking, loud music, etc. Right now, this property (field) behind our home, between us and Manning Forest, serves as a buffer for the noise and other issues. This will now be destroyed and the noise will be right up against our property.

Then there is the visual aspect. Right now, we have a nice open space behind our house. Even though our yard is fenced in, we still have a big view of the property. Building apartments or homes directly behind us would be a MAJOR eye sore. I can't bare the thought of looking out my window and seeing apartments or people walking around behind my home. Or dumpsters and smelly trash odors creeping into our yard. If I wanted that kind of life, I would have moved into a neighborhood or apartment complex. We didn't choose that and now we feel that it is being forced upon us. Even with a six-foot fence, you will still be able to see this atrocity. I fear that we will no longer enjoy sitting out on our deck in the evenings, relaxing together as a family. Or playing together outside on a Saturday afternoon. It simply will not feel the same. Our home will no longer feel private and secluded. We will have a loss of privacy that is invaluable.

All of these concerns make me sick to my stomach. I know that my story probably doesn't mean much to you, but it is OUR WORLD, and it is about to be destroyed. This is our dream home. We feel safe, happy, and secure here, and all that is about to be taken from us. We have worked tirelessly to make it our own. Our blood, sweat, and tears have gone into this property, along with thousands of dollars. We also have so many precious memories in this home. Bringing our daughter home from the hospital. Countless birthday parties and family gatherings. Caring for our elderly neighbor and even helping to carry her body out when she passed away. Befriending our neighbors from another state and forming a lasting friendship with them. And so many more!

If this property is sold and developed, I do not believe we can stay in our home. I cannot live with this loss of privacy and security, and with the destruction of the land behind us. We will be forced out of our family home at a time when we are simply not prepared to move. We had no intentions of leaving this home while our children are still young and in school. We hoped to be here many years. Now we are faced with making major, difficult, decisions about HUGE changes for our family, and not by choice. This will deeply impact our daughters, particularly our oldest, as change and upheaval can really affect her ability to function.

It is also extremely difficult to see a group of homes, built by the Joyner family in the 1940s, lose their value and honor. Having come to know the Joyner family well, there are so many lovely stories behind these properties and the people that lived in them. They have taken comfort in the fact that our family, and our neighbors, have vowed to keep up the properties and maintain their integrity. Properties and stories like this should be preserved, not destroyed. Wouldn't you rather encourage the preservation of existing homes and properties rather than create buildings that will be occupied by short term renters and quickly go downhill? I am also concerned about the type of renters that might be moving into these apartments. Will this cause an increase in crime in our area? I am certain this development will decrease the value of our homes. Will we even be able to sell them now that they will be surrounded by apartments and have a lack of privacy? Now that the value will be decreased, will we be able to get back the investments back that we have put into the home? At the very least, if this rezoning goes forward, can there be a fence or barrier built between the properties?

I urge you to consider all of the impacts you are having on our family, our neighbors, and the community. This is a living nightmare for us. Our neighbors feel the same way. Although I don't have fancy numbers or statistics to provide you, I plead to you on a personal level. There are more important things in life than making a dollar. It seems that all the City of Greenville cares about now is the expansion of development and bringing in more money. Every day I see more and more land being bulldozed and destroyed to build more homes, apartments, and businesses. But at what cost? I want to see the city thrive but not at the cost of others. Expansion must be done with caution, the concern for others, and with a concern for nature and the environment we live in.

Please reconsider this proposal for re-zoning. Listen to the individuals that this will be impacting and react with empathy and a concern for them. Do your research. Come out and see the properties for yourself and see how this will affect us. Speak to us directly, not through a notice in the mail. I understand that we could register to speak at the city council meeting, but this would be too difficult for me as it is extremely personal and emotional. And frankly, 3 minutes isn't enough to express my concerns. At this point I am relying on the fact that someone might read this letter and be willing to engage in a conversation about it. Please don't push us out of our home.

If you took the time to read this, thank you. Thank you for your time and reconsideration.

2. Chip and Sheila Pearsall
2957 Beunavista Court.

I oppose the rezoning to R6 of this tract. While I can appreciate that the owner seeks to benefit from the zoning change and higher value of the property, and that a "highest and best use" argument can be made, what I have seen about the proposed project raises red flags for the surrounding neighborhoods. I am especially concerned about the access to Williams Road that would be created, and that a high-density residential development would create a large volume of new traffic on a road that is already heavily traveled but is narrow and includes sharp curves and a low, swampy area near where vehicles would enter and exit such a development.

We travel Williams Road regularly and use it to enter our neighborhood from the west on Lena Lane. The roadway, in my opinion, cannot support the heavier use that would result from an R6 zoning of the property in question. I'm told that for many years, Williams was a quiet country back road, but since development of nearby neighborhoods over the past 20 years, it has become a popular cut-through for traffic on the major thoroughfares of Greenville Boulevard and Dickinson Avenue. Another development with direct access to it would further strain an already overburdened road, creating safety issues and further delays for local traffic, emergency services, school buses, and other users.

I would like to see a lower density designation of this property that would be commensurate with the capacity of the infrastructure around it. While this would not be as financially beneficial to the property owner, the rights and concerns of the neighbors around this parcel should be taken into consideration for any zoning change. I strongly urge the planning staff to recommend against this rezoning and for the Planning and Zoning Commission to reject rezoning the parcel to R6.

3. Robert Lawrence
2116B Dovedale Drive

Am writing in opposition to any construction that would adversely affect the already congested traffic.

4. Rita Bowden

As a Brook Hollow homeowner I oppose this high density neighborhood which will add to road congestion, and Dickinson Ave is already overly congested/unsafe. I know many of my neighbors are similarly concerned. I sincerely hope it will be considered how this additional crowding will affect current homeowners and prospectively our future property values.



City of Greenville, North Carolina

Meeting Date: 02/11/2021

Title of Item:

Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to create a definition and standards for residential and non-residential fences

Explanation:

History: At this time the city has no regulations related to fences beyond a requirement for a building permit if a fence is more than 6 foot tall, and some limited code enforcement capacity. This has led to challenges with fences of odd types and bad construction causing nuisances and hazards in some parts of the city.

This proposal will create a set of standards that will enable the city to effectively protect property values as well as health and safety. It will give staff the capacity to deal with issues such as fences created from rusty bits of metal or wood pallets, while at the same time being careful to avoid placing too great of a burden on the average home owner.

If adopted the following standards would apply:

SEC. 9-4-22 DEFINITIONS.

Fence An artificially constructed barrier of wood, masonry, stone, wire, metal, or other manufactured material or combination of materials, not to include any portion of a building, enclosing an area of ground to mark a boundary, control access, enclose, screen, or separate areas.

SEC. 9-4-268 STANDARDS.

(M) *Fences*

1. All fences must be constructed in a workman-like manner of customary or normal fencing material.
2. In residential zoning districts fences shall be no greater than six (6) feet in height in the front yard and no greater than eight (8) feet in height in the side or rear yard.
3. In residential zoning districts all fences and walls must be of brick, stone, stucco, wrought iron, wood, or other materials similar in appearance and durability, except that chain link or woven wire may be used in the side and rear yard behind the front building line. Barbed wire and concertina wire may be permitted within bona-fide agricultural operations.
4. In non-residential zoning districts fences shall not be greater than eight (8)

feet in the front yard and no greater than ten (10) feet in height in the side or rear yard. Fence height does not include barbed wire or concertina wire added to the top of fences.

5. Silt fences and other similar construction type barriers may be allowed in conjunction with an active building permit, but shall be removed after site stabilization is completed.
6. No fence shall be erected upon any lot or attached to any building or structure, nor shall any existing fence be enlarged, removed, relocated or materially repaired unless a zoning compliance letter, and if applicable building permit, for the same has been issued by the city. The letter shall be on forms supplied by the city and shall contain such information as necessary to ensure that the requirements and conditions of this article can be met.
7. No fence or portion thereof shall be located or extend into a public right-of-way.

SEC. 12-3-3 NUISANCES PROHIBITED; ENUMERATION.

The following enumerated and described conditions are hereby found, deemed and declared to constitute a detriment, danger and hazard to the public health and the public safety of the inhabitants of the city and are found, deemed and declared to be public nuisances wherever the same may exist, and the creation, maintenance or failure to abate any nuisances is hereby declared unlawful:

...

(M) Any fence or wall, as determined by the Director of Planning and Development Services, which through neglect, lack of repair, type or manner of construction, method of placement or otherwise, becomes undesirable or constitutes a hazard or endangers any person, animal or property....

Comprehensive Plan

Chapter 5 Creating Complete Neighborhoods, Goal 5.1 Strong Existing Neighborhoods

Greenville will have strong established neighborhoods, with support for neighborhood organizations, high quality housing, unique character, and robust integration with the rest of the community.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with the Horizons 2026: Greenville's Community Plan Chapter 5 Creating Complete Neighborhoods, Goal 5.1 Strong Existing Neighborhoods

Greenville will have strong established neighborhoods, with support for neighborhood organizations, high quality housing, unique character, and robust integration with the rest of the community.



Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its January 21, 2021 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 request, in order to comply with this statutory requirement, it is recommended that the motion be as follows: "Motion to deny the requested text amendment, to make a finding and determination that the required text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to Horizons 2026: Greenville's Community Plan Chapter 5 Creating Complete Neighborhoods, Goal 5.1 Strong Existing Neighborhoods Greenville will have strong established neighborhoods, with support for neighborhood organizations, high quality housing, unique character, and robust integration with the rest of the community."

ATTACHMENTS

-  [Ordinance_-_Fences.pdf](#)
-  [Minutes - fences.pdf](#)

ORDINANCE NO. 21-
AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, 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 11th day of February, 2021, at 6:00 p.m., conduct an electronic meeting and conduct a public hearing on the adoption of an ordinance amending the City Code;

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance involving the text amendment 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 applicable provisions of North Carolina General Statute 160D-605, 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.

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

Section 1: That Title 9, Chapter 4, Article B, Section 22 of the City Code is hereby amended by adding the following:

Fence An artificially constructed barrier of wood, masonry, stone, wire, metal, or other manufactured material or combination of materials, not to include any portion of a building, enclosing an area of ground to mark a boundary, control access, enclose, screen, or separate areas.

Section 2: That Title 9, Chapter 4, Article P, Section 268 of the City Code is hereby amended by adding the following:

(M) *Fences*

- (1) All fences must be constructed in a workman-like manner of customary or normal fencing material.
- (2) In residential zoning districts fences shall be no greater than six (6) feet in height in the front yard and no greater than eight (8) feet in height in the side or rear yard.

- (3) In residential zoning districts all fences and walls must be of brick, stone, stucco, wrought iron, wood, or materials similar in appearance and durability, except that chain link or woven wire may be used in the side and rear yard behind the front building line. Barbed wire and concertina wire may be permitted within bona-fide agricultural operations.
- (4) In non-residential zoning districts fences shall not be greater than eight (8) feet in the front yard and no greater than ten (10) feet in height in the side or rear yard. Fence height does not include barbed wire or concertina wire added to the top of fences.
- (5) Silt fences and other similar construction type barriers may be allowed in conjunction with an active building permit, but shall be removed after site stabilization is completed.
- (6) No fence shall be erected upon any lot or attached to any building or structure, nor shall any existing fence be enlarged, removed, relocated or materially repaired unless a zoning compliance letter, and if applicable building permit, for the same has been issued by the city. The letter shall be on forms supplied by the city and shall contain such information as necessary to ensure that the requirements and conditions of this article can be met.
- (7) No fence or portion thereof shall be located or extend into a public right-of-way.

Section 3: That Title 12, Chapter 3, Article F, Section 100 of the City Code is hereby amended by substituting the following:

(M) Any fence or wall, as determined by the Director of Planning and Development Services, which through neglect, lack of repair, type or manner of construction, method of placement or otherwise, becomes undesirable or constitutes a hazard or endangers any person, animal or property.

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

Section 5: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 6: That this ordinance shall become effective upon its adoption.

ADOPTED this 15th day of February, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1141421

Excerpt from the draft Planning & Zoning Commission Minutes (1/19/2021) and (1/21/2021)

REQUEST BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMMEND TITLE 9, CHAPTER 4 OF THE CITY CODE TO CREATE A DEFINITION AND STANDARDS FOR RESIDENTIAL AND NON-RESIDENTIAL FENCES - APPROVED

Chantae Gooby presented for staff. This amendment will create a definition and new standards for residential and non-residential fences which will help to protect aesthetics and property values, and will provide staff with tools to deal with nuisances. These standards will help staff to deal with fences that are in poor condition. No fence or portion thereof shall be located in the public right-of-way. Silt fences only permitted with an active building permit and then will have to be removed. A Zoning Compliance Letter will be required, which is free to obtain from the Planning Division. This amendment will allow fences up to 6' in height in the front yard and 8' in height in the side and rear yard for residential properties and 8' in height in the front yard and 10' in height in the side and rear yard for non-residential properties. The amendment will provide another tool for staff in the enforcement of dilapidated or poorly maintained fences.

No one spoke in favor.

No one spoke in opposition

Excerpt from the draft Planning & Zoning Commission Minutes (1/21/202)

Motion made by Mr. West, seconded by Mr. Faison, to recommend to 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.



City of Greenville, North Carolina

Meeting Date: 02/11/2021

Title of Item:

Order requested by Ironwood Development, Inc. for a special use permit for an agricultural master plan community entitled "Carolina Crofts" that consists of 346 single-family lots, 34 townhouse units, 7 farm cabins, a sales and information center, 4.60 acres of non-residential space, and 68.80 acres of open space. The total acreage for the development will be 196.29 acres using the Master Plan Community standards. The subject property is located on the western right-of-way of NC Highway 43 North, adjacent to Rock Springs Subdivision, and is further identified as being a portion of Pitt County tax parcel number 18678.

Explanation:**Purpose and Intent**

The purpose and intent of a master plan community is to provide an alternative to traditional development standards, which is intended to:

- Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;
- Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
- Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;
- Promote economical and efficient land use, which can result in smaller networks of public facilities, utilities and streets;
- Provide for an appropriate and harmonious variety of housing and creative site design alternatives;
- Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;
- Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and
- Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.

Definition:

For purposes of this article a *master plan community* shall be defined as a unified development that meets all of the following:

- Land under common ownership, to be planned and developed as an integral unit;
- A single development or a programmed series of development, including all land, uses and facilities;
- Is constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and
- Provides for the provision, operation and maintenance of areas, facilities and improvements as shall be required for perpetual common use by the occupants of the master plan community.

Surrounding Zoning and Land Use(s):

North: Pitt County’s Jurisdiction – Rock Springs Subdivision

South: RA20 – Under common ownership of the applicant

East: R6S and R9S - Ironwood Golf and Country Club

West: RA20 (Residential-Agricultural) - Farmland

Description of Project:

The Master Plan Community will consist of:

TYPE	NUMBER OF UNITS	ACRES
Single Family Lots	346	91.98
Townhome	34	2.52
Farm Cabins	7	0.89
Sales and Information Center	1	0.33
Non-Residential Village		<u>4.60</u>
Restaurant/Retail /Services		
Event Barn	1(7,000 sf [300-person capacity])	

Types of Events:	weddings, private parties, corporate meetings and events, homeowner association meetings and events, farm-related events, and educational seminars	
Farmstand		
TOTAL		100.32

STREETS		
	80' Right-of-Way	4.08
	50' Right-of-Way	<u>23.09</u>
TOTAL		27.17

OPEN SPACE	ACRES
Open Space Required (25%)	49.07
Developed Open Space Required	<u>12.27</u>
	61.34 (required)
Breakdown by type:	
Natural Area	30.44
Swim/Tennis Center	1.9
Parks	2.64
Trail Corridors	8.61
Acres in Recreational Open Space	13.15
Farms (6 units)	<u>25.21</u>
TOTAL	68.80 (provided)

Comprehensive Plan:

Future Land Use and Character Principles:

3. A greater intensity of development that integrates a mix of uses (residential, commercial, office, institutional, civic, etc) and connects with existing developed areas is encouraged in strategic locations.

Places will be created with multiple uses - residential, commercial and

institutional among others - in proximity to each other, perhaps on the same site and/or in the same structure. Close attention will be given to compatibility to those uses and their surroundings. Uses will be arranged in a manner that maximizes pedestrian activity.

- Mixed use centers will be an encouraged development pattern in the city. These places mix retail, residences, offices, and civic uses at various scale.
- Special districts will be designated for uses that are not appropriate in a mixed use setting (such as industrial).

The Future Land Use and Character Map recommends traditional neighborhood, low-medium density and potential open space/conservation area.

Chapter 5 Creating Complete Neighborhoods

Goal 5.3 Sustainably Designed Neighborhoods

New subdivisions and master plan communities will be designed to serve the residents who live there. They will provide safe and beautiful streets with access to commercial and civic needs all integrated with the fabric of the city.

Policy 5.3.1 Encourage Identifiable Neighborhood Centers

Promote neighborhood designs that include an identifiable neighborhood focal point, such as low-intensity context-sensitive mixed use node or inspiring civic space.

Goal 5.4 Neighborhoods that Coexist with Nature

Neighborhoods throughout Greenville will coexist with nature, reducing hazards related to storms and flooding, enhancing environmental quality, and incorporating and celebrating natural features that support healthy livable environments.

Policy 5.4.1 Protect Significant Natural Features

Promote protection of significant environmental features in neighborhood developments. These features include wetlands and wildlife habitats. Support creative designs to make them community focal points and neighborhood amenities.

Notice:

Notice was mailed to the applicant and adjoining property owners on January 22, 2021. Notice of the public hearing was published in the Daily Reflector on February 1, 2021 and February 8, 2021.

Related Zoning Ordinance Regulations:

Land use plan. All applications for approval of a master plan community special use permit shall be accompanied by a land use plan prepared by a registered

engineer or surveyor, submitted in accordance with section 9-5-44 of the subdivision regulations for preliminary plats and which shall include but not be limited to the following:

- The numbers and types of residential dwelling units including density and density bonus options proposed within each section and the delineation of nonresidential areas;
- Planned primary and secondary traffic circulation patterns showing proposed and existing public street rights-of-way;
- Common open space and recreation areas to be developed or preserved in accordance with his article;
- Any proposed convention center must be shown in terms of location and scale, and all proposed event types must be listed;
- Minimum peripheral boundary, transition area, and site development setback lines;
- Proposed water, sanitary sewer, storm sewer, natural gas and underground electric utilities and facilities to be installed per Greenville Utilities Commission and city standards;
- The delineation of areas constructed in sections, showing acreage;
- Water supply watershed overlay district delineation;
- Regulated wetlands delineation;
- Boundary survey of the tract showing courses and distances and total acreage, including zoning, land use and lot lines of all contiguous property.

Specific Criteria

(A) Conditions and Specifications. The proposed use meets all required conditions and specifications of the Zoning Ordinance and policies of the City for submission of a special use permit. Such conditions and specifications include but are not limited to the following:

- Compliance with lot area and dimensional standards.
- Compliance with setback and other locational standards.
- Compliance with off-street parking requirements.
- Compliance with all additional specific criteria set forth for the particular use, Section 9-4-166, of Article J.
- Compliance with all application submission requirements.

(B) Comprehensive Plan. The proposed use is in general conformity with the Comprehensive Land Use Plan of the City and its extraterritorial jurisdiction.

(C) Health and Safety. The proposed use will not adversely affect the health and safety of persons residing or working in the neighborhood of the proposed use. Such health and safety considerations include but are not limited to the following:

- The safe and convenient location of all on-site parking and drives.

- The existing vehicular traffic on area streets.
- The condition and capacity of area street(s) which will provide access to the proposed development.
- The visibility afforded to both pedestrians and operators of motor vehicles both on-site and off-site.
- The reasonably anticipated increase in vehicular traffic generated by the proposed use.
- The anticipated, existing and designed vehicular and pedestrian movements both on-site and off-site.

(D) Detriment to Public Welfare. The proposed use will not be detrimental to the public welfare or to the use or development of adjacent properties or other neighborhood uses.

(E) Existing Uses Detrimental. The proposed use would not be adversely affected by the existing uses in the area in which it is proposed.

(F) Injury to Properties or Improvements. The proposed use will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood.

(G) Nuisance or Hazard. The proposed use will not constitute a nuisance or hazard. Such nuisance or hazard considerations include but are not limited to the following:

- The number of persons who can reasonably be expected to frequent or attend the establishment at any one time.
- The intensity of the proposed use in relation to the intensity of adjoining and area uses.
- The visual impact of the proposed use.
- The method of operation or other physical activities of the proposed use.
- The noise; odor; smoke; dust; emissions of gas, particles, solids or other objectionable or toxic characteristics which are proposed or that can reasonably be expected to be a result of the operation of the proposed use.
- The danger of fire or explosion.

Staff Comments:

The proposed project must meet all related State of North Carolina fire and buildings codes prior to occupancy.

Staff Recommended Conditions:

Approved Traffic Impact Analysis and Stormwater Management Plan






Staff Recommendation:

Planning staff is of the opinion that the request can meet all the development standards required for issuance of a special use permit upon proper findings by the Greenville City Council.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request can meet all the development standards required for issuance of a special use permit upon proper by City Council.

ATTACHMENTS

-  [Draft order.pdf](#)
-  [Land Use Plan Map.pdf](#)
-  [Location Map Carolina Crofts.pdf](#)
-  [Criteria.pdf](#)
-  [Wetlands Jurisdiction Determination.pdf](#)

STATE OF NORTH CAROLINA
COUNTY OF PITT

CITY OF GREENVILLE
BEFORE THE CITY COUNCIL
FILE NO.:

In the Matter of:)
)
Ironwood Development, Incorporated)
)
Applicant.)

DECISION AND ORDER
GRANTING SPECIAL USE PERMIT

THIS MATTER came on to be heard before the City of Greenville City Council (“City Council”) pursuant to N.C.G.S. § 160D-302(b) N.C.G.S. § 160D-702; Greenville City Code (“City Code”) § 9-4-22; City Code § 9-4-78 (Appendix A); City Code Title 9, Chapter 4, Article E (City Code § 9-4-81 to § 9-4-86); City Code § 9-4-103; City Code § 9-4-252; City Code Title 9, Chapter 4, Article S (City Code § 9-4-316 to § 9-4-324), upon application for a special use permit by the Applicant, Ironwood Development, Inc., concerning the property located on the western right-of-way of NC Highway 43 North, adjacent to Rock Springs Subdivision, Greenville, North Carolina 27878 (PIN # 18678) (the virtual “Hearing”). The virtual Hearing was on the 11th day of February, 2021, at 6:00 p.m. using the Zoom electronic platform. The City Council consisted of: Mayor P. J. Connelly, Mayor Pro Tem Rose Glover, Brian Meyerhoeffer, Monica Daniels, Will Bell, Rick Smiley, and Will Litchfield.

APPEARANCES

For Applicant:

Witnesses for the Appellant: Timothy Newell, ASLA
Rivers and Associates, Inc.

J. Stephen Janowski, PE
Rivers and Associates, Inc.

For Opponent:

Witnesses for the Opponent:

City Staff: Chantae Gooby
Chief Planner
Planning and Development Services
City of Greenville

Others Attending: Emanuel McGirt
City Attorney
City of Greenville
Counsel to the City Council

BASED UPON the careful consideration of the evidence produced after a study of the complete record, including the sworn testimony of the witnesses presented at the Hearing; evidence provided by the parties to the City Council; oral arguments of the parties; and the entire record in this proceeding, the City Council makes the following findings of fact. In making the

findings of fact, the undersigned has weighed all the competent, material, and substantial evidence in the record and has assessed the credibility of the witnesses by taking into account the appropriate factors for judging credibility, including but not limited to the demeanor of the witness, any interests, bias, or prejudice the witness may have, the opportunity of the witness to see, hear, know or remember the facts or occurrences about which the witness testified, whether the testimony of the witness is reasonable, and whether the testimony is consistent with all other believable evidence in the case.

FINDINGS OF FACTS

1. **The Applicant:** The Applicant is Ironwood Development, Inc.

2. **The Property:** The Applicant is the owner of Pitt County Tax Parcel 18678, which is located on the western right-of-way of NC Highway 43 North, adjacent to Rock Springs Subdivision (the “Property”). Pitt County Tax Parcel 18678 is 635.92 acres in size. The permit is for 196.29 acres.

3. **Proposed Use:** The Applicant is seeking a special use permit to develop and use Pitt County Tax Parcel 18678, as an Agricultural Master Plan Community. This purpose is described by application and in accordance with City Code Title 9, Chapter 4, Article J Master Plan Community.

4. **Zoning of Property:** The Property is zoned: Planned Unit Development (PUD).

5. **Surrounding Zoning and Development:** The surrounding zoning and development are as follows:
 - North: Pitt County’s Jurisdiction – Rock Springs Subdivision
 - South: RA20 – Under common ownership of the applicant
 - East: R6S and R9S - Ironwood Golf and Country Club
 - West: RA20 (Residential-Agricultural) - Farmland

6. **Comprehensive Plan:** The property is located within the traditional neighborhood, low-medium density and potential open space/conservation area character types as designated by the Horizons 2026: Greenville’s Community Plan. Plan consistency statement:

Chapter 5 Creating Complete Neighborhoods

Goal 5.3 Sustainably Designed Neighborhoods

New subdivisions and master plan communities will be designed to serve the residents who live there. They will provide safe and beautiful streets with access to commercial and civic needs all integrated with the fabric of the city.

Policy 5.3.1 Encourage Identifiable Neighborhood Centers

Promote neighborhood designs that include an identifiable neighborhood focal point, such as low-intensity context-sensitive mixed use node or inspiring civic space.

Goal 5.4 Neighborhoods that Coexist with Nature

Neighborhoods throughout Greenville will coexist with nature, reducing hazards related to storms and flooding, enhancing environmental quality, and incorporating and celebrating natural features that support healthy livable environments.

Policy 5.4.1 Protect Significant Natural Features

Promote protection of significant environmental features in neighborhood developments.

These features include wetlands and wildlife habitats. Support creative designs to make them community focal points and neighborhood amenities.

7. **Notice:** Notice was mailed to the applicant and adjoining property owners on January 22, 2021. Notice of the public hearing was published in the Daily Reflector on February 1, 2021 and February 8, 2021.

Based upon the foregoing findings of fact, the undersigned makes the following:

CONCLUSIONS OF LAW

1. The City Council has jurisdiction over this proceeding. N.C.G.S. § 160D-302 160D-702, N.C.G.S. § 160D-705, City Code Title 9, Chapter 4, Article J (City Code § 9-4-161-§ 9-4-170); City Code Title 9, Chapter 4, Article F, Section 103.

2. The Hearing was timely scheduled and held and the Notice of Hearing was timely and properly made, given, and/or served as required with no prejudice to the parties or others required to be notified of the hearing pursuant to N.C.G.S. § 160D-406(b).

3. The City Council has made such inquiry and received such evidence as it deems necessary to determine the nature and extent of the Applicant's application for special use permit in comparison to the intent of City Code Title 9, Chapter 4; and the needs of the City.

4. Pursuant to City Code Title 9, Chapter 4, Article E (City Code § 9-4-81 to § 9-4-86), particularly City Code § 9-4-81 (General Criteria):

(A) Conditions and Specifications. The proposed use meets all required conditions and specifications of the Zoning Ordinance and policies of the City for submission of a special use permit. Such conditions and specifications include but are not limited to the following:

- (1) Compliance with lot area and dimensional standards.
- (2) Compliance with setback and other locational standards.
- (3) Compliance with off-street parking requirements.
- (4) Compliance with all additional specific criteria set forth for the particular use, Section 9-4-166, of Article J:
- (5) Compliance with all application submission requirements.

- (B) Comprehensive Plan. The proposed use is in general conformity with the Comprehensive Land Use Plan of the City and its extraterritorial jurisdiction.
- (C) Health and Safety. The proposed use will not adversely affect the health and safety of persons residing or working in the neighborhood of the proposed use. Such health and safety considerations include but are not limited to the following:
- (1) The safe and convenient location of all on-site parking and drives.
 - (2) The existing vehicular traffic on area streets.
 - (3) The condition and capacity of area street(s) which will provide access to the proposed development.
 - (4) The visibility afforded to both pedestrians and operators of motor vehicles both on-site and off-site.
 - (5) The reasonably anticipated increase in vehicular traffic generated by the proposed use.
 - (6) The anticipated, existing and designed vehicular and pedestrian movements both on-site and off-site.
- (D) Detriment to Public Welfare. The proposed use will not be detrimental to the public welfare or to the use or development of adjacent properties or other neighborhood uses.
- (E) Existing Uses Detrimental. The proposed use would not be adversely affected by the existing uses in the area in which it is proposed.
- (F) Injury to Properties or Improvements. The proposed use will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood.
- (G) Nuisance or Hazard. The proposed use will not constitute a nuisance or hazard. Such nuisance or hazard considerations include but are not limited to the following:
- (1) The number of persons who can reasonably be expected to frequent or attend the establishment at any one time.
 - (2) The intensity of the proposed use in relation to the intensity of adjoining and area uses.
 - (2) The visual impact of the proposed use.
 - (3) The method of operation or other physical activities of the proposed use.
 - (4) The noise; odor; smoke; dust; emissions of gas, particles, solids or other objectionable or toxic characteristics which are proposed or that can reasonably be expected to be a result of the operation of the proposed use.

(5) The danger of fire or explosion.

5. Based upon the totality of the evidence before the City Council, and in accordance with City Code Title 9, Chapter 4, Article E (City Code § 9-4-81 to § 9-4-86), particularly City Code § 9-4-81 (General Criteria), the City Council, by unanimous vote, determines and concludes that granting permission for the establishment of the following listed special use upon the Property is warranted in this matter in accordance with City Code Title 9, Chapter 4, Appendix A, Use 2.b(1). (City Code § 9-4-78 (Appendix A).

6. Furthermore, based upon the totality of the evidence before the City Council, and in accordance with Greenville City Code Title 9, Chapter 4, Article E (City Code § 9-4-81 to § 9-4-86), particularly City Code § 9-4-82 (Additional Restrictions), the City Council, by unanimous vote, determines and concludes additional conditions, restrictions, and standards should be imposed and required upon the Property as may be necessary to protect the health and safety of workers and residents of the community, and to protect the value and use of property in the general neighborhood.

7. At the conclusion of the Hearing, the Applicant was informed of the City Council's Decision. This written decision is being made within a reasonable time and is otherwise in compliance with N.C.G.S. § 160D-406(j).

Based upon the foregoing findings of fact and conclusions of law, the City Council makes the following:

DECISION AND ORDER

1. Upon consideration of the competent, material, and substantial evidence in the record and the arguments by the parties, by unanimous vote, the City Council, in accordance with N.C.G.S. § 160D-406 and City Code Title 9, Chapter 4, particularly Appendix A, Use 2.b(1). (City Code § 9-4-78 (Appendix A), hereby **GRANTS** permission for the establishment of the following special use for the subject Property and hereby **ISSUES A SPECIAL USE PERMIT** as follows: **(Master Plan Community)** in accordance with City Code Title 9, Chapter 4, Appendix A, Use (15)a. (City Code § 9-4-78 (Appendix A).

2. The City Council further **ORDERS** that the herein described and issued Special Use Permit as is hereby **ISSUED SUBJECT TO AND WITH THE FOLLOWING CONDITIONS:**

1. Approved Traffic Impact Analysis
2. Approved Stormwater Management Plan

3. Unless otherwise specified, this or any decision or order of the City Council, granting a special use permit, shall expire if a preliminary subdivision plan approval, building permit, certificate of occupancy, site plan approval, or zoning compliance permit for such use is not granted within six (6) months from the date of the order.

4. This permit is issued to the Applicant and shall be binding upon the Applicant, its successors, and/or assigns, and runs with the land (N.C.G.S. § 160D-104).

5. Any use of the Property inconsistent with the approved application shall be prohibited under this permit.

6. This permit is subject to full compliance with all specific requirements as set out in City Code Title 9, Chapter 4.

7. If any of the conditions stated above shall not be met, then this permit shall become void and of no effect.

NOTICE OF RIGHT TO APPEAL

Pursuant to N.C.G.S. § 160D-406(j), N.C.G.S. § 160D-1402, City Code § 9-4-319, is effective upon filing the written decision with the City Clerk. The decision of the City Council shall be delivered by personal delivery, electronic mail, or by first-class mail to the applicant, property owner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The City Clerk shall certify that proper notice has been made.

Every quasi-judicial decision shall be subject to review by the superior court by proceedings in the nature of certiorari pursuant to N.C.G.S. § 160D-1402. See also City Code § 9-4-324. A petition for review shall be filed with the Clerk of Superior Court of Pitt County by the later of **30 days** after the decision is effective or after a written copy thereof is given in accordance with N.C.G.S. § 160D-405(d). When first-class mail is used to deliver notice, three days shall be added to the time to file the petition.

SO DECIDED and ORDERED, this the 11th day of February, 2021.

Mayor

Received and filed, this the _____ day of _____, 2021.

City Clerk

CERTIFICATE OF SERVICE

This is to certify that in accordance with N.C.G.S. § 160D-406(j), the foregoing **Decision and Order Granting Special Use Permit** was served upon the following parties, unless otherwise indicated, by 1) personal delivery, 2) electronic mail to the following email address(es), and by 3) first-class mail by depositing a copy of the same enclosed in a post-paid wrapper in a post office or official depository under the exclusive care and custody of the United States Postal Service addressed as follows:

Applicant

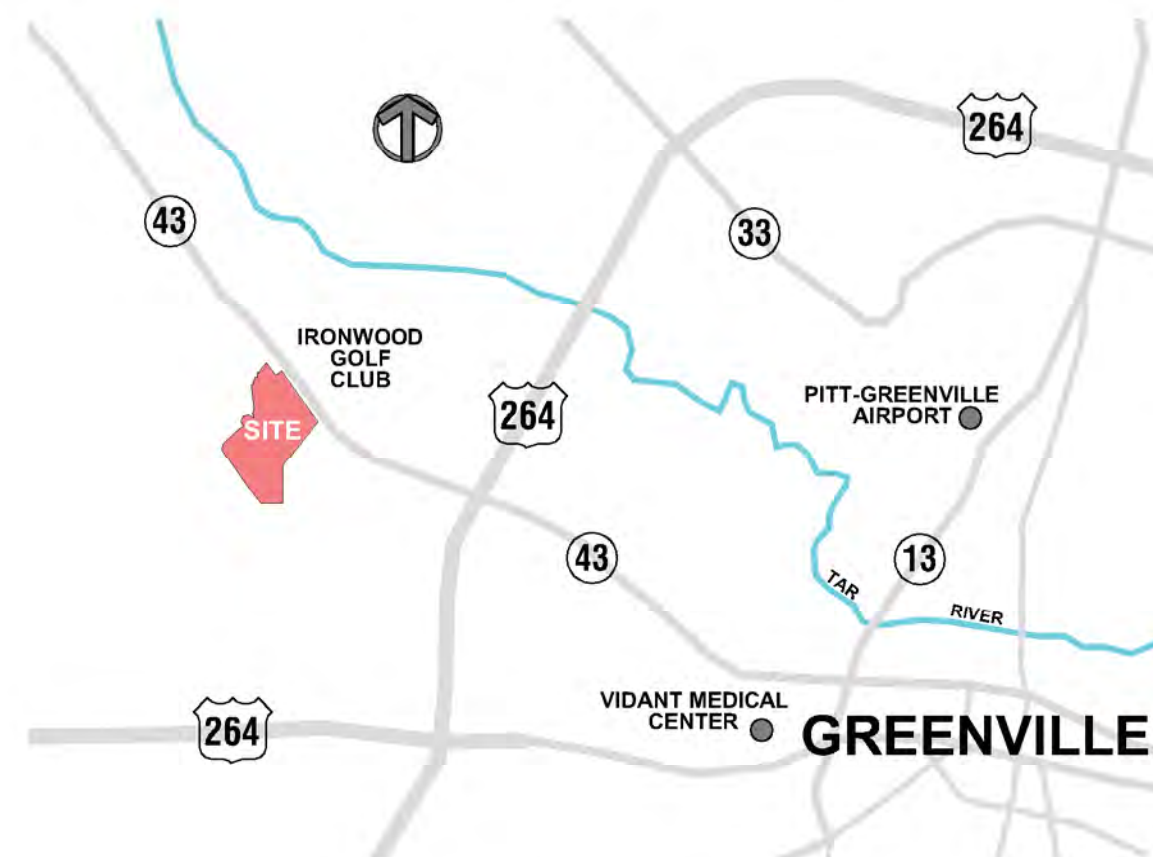
*Via Electronic Mail and
First-Class Mail Only*

Property Owner

*Via Electronic Mail and
First-Class Mail Only*

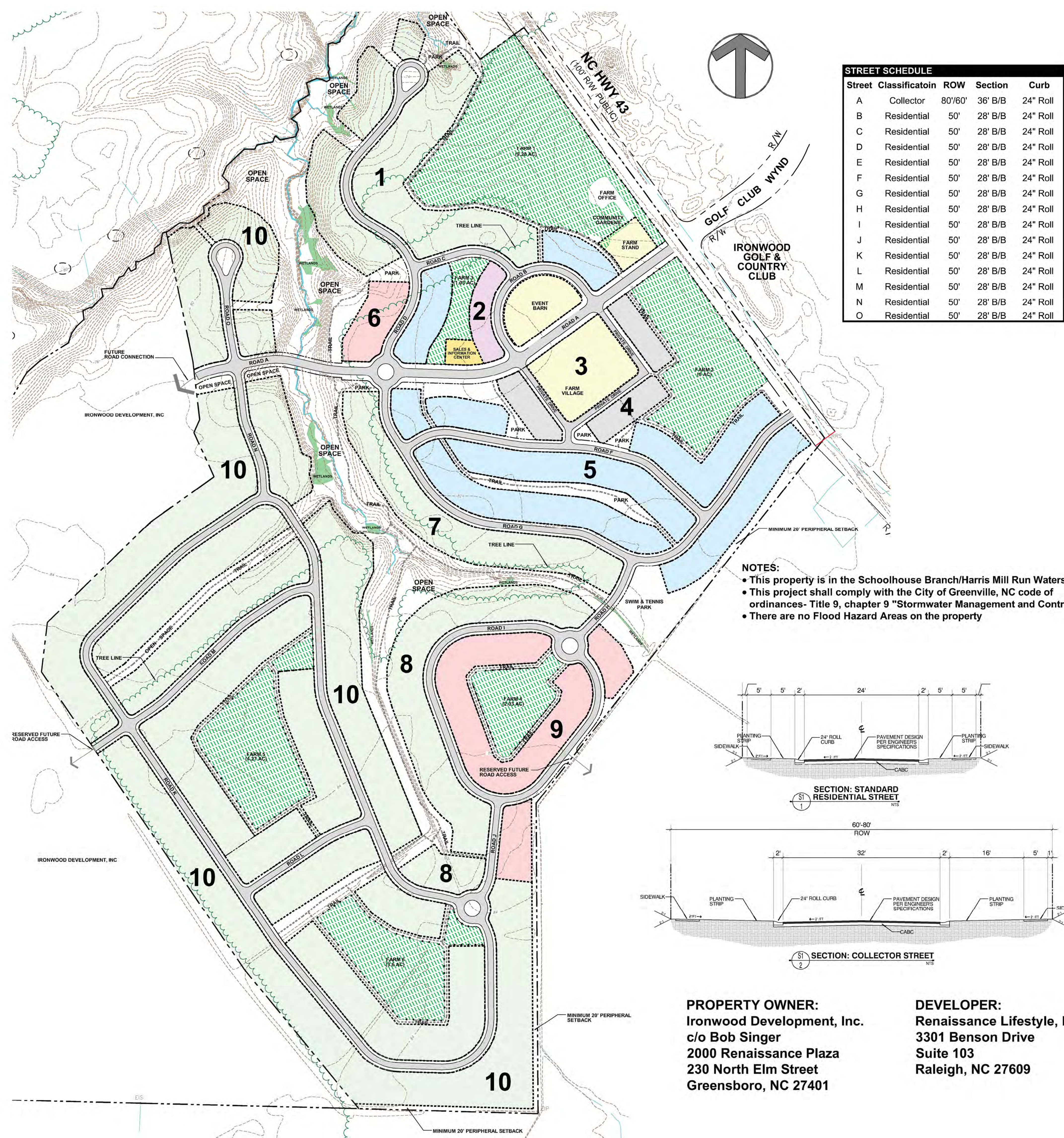
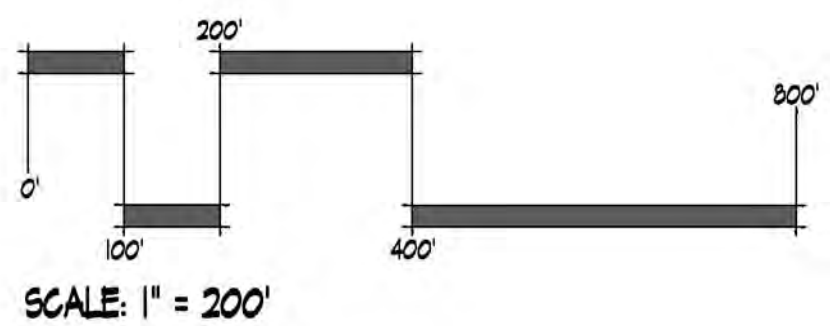
This the _____ day of _____, 2021.

City Clerk



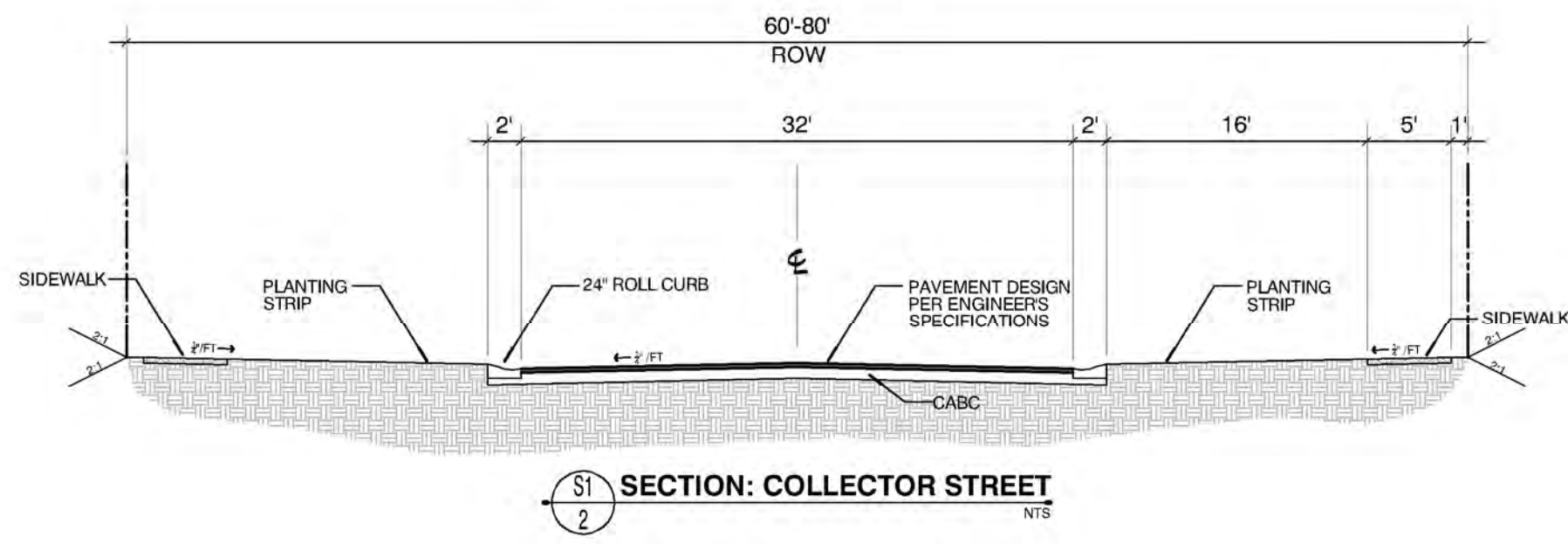
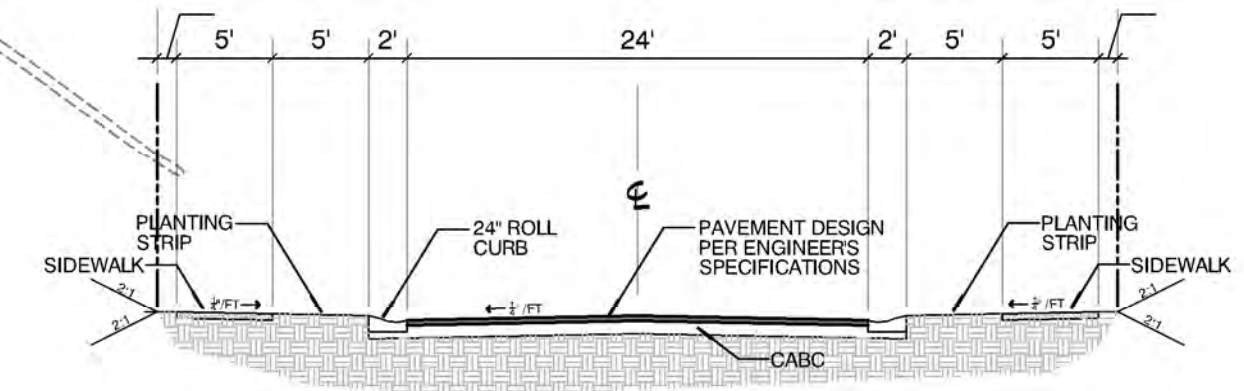
VICINITY MAP
N.T.S.

LAND USE SUMMARY									
Key	Section	Use	Acres	%	Quan	Lots			
						Size	Width	Depth	
	1	Single Family Lots	9.76		27	0.34 AC	85	150	
	2	Farm Cabins	0.89		7	0.1 AC	50	90	
		Sales and Information Center	0.33		1	0.33	162	107	
	3	Non-Residential Village	4.60						
		▪ Restaurant/Retail/Services							
		▪ Event Barn							
		▪ Farmstand							
	4	Townhomes	2.52		34	0.06	24	112	
	5	Single Family Lots	13.71		81	0.17	60	125	
	6	Single Family Lots	2.59		5	0.21	70	130	
	7	Single Family Lots	5.10		17	0.34	85	150	
	8	Single Family Lots	7.18		22	0.34	85	150	
	9	Single Family Lots	6.48		26	0.21	70	130	
	10	Single Family Lots	47.16		168				
		Acres in Lots	100.32	51.1%	388				
		Density	1.98	DU/AC					
		Streets:							
		▪ 80' ROW	4.08						
		▪ 50' ROW	23.09						
		Acres in Street ROW	27.17	13.8%					
		Open Space:							
		Open Space Required (25%)	49.07						
		Developed Open Space Required	12.27						
		Open Space Provided:							
		▪ Natural Area	30.44						
		▪ Recreational Open Space							
		• Swim/Tennis Center	1.90						
		• Parks	2.64						
		• Trail Corridors	8.61						
		Acres in Recreational Open Space	13.15						
		▪ Farms: (25.21 AC)							
		• Farm 1	9.28						
		• Farm 2	5.00						
		• Farm 3	1.03						
		• Farm 4	2.03						
		• Farm 5	4.27						
		• Farm 6	3.60						
		Acres in Farms	25.21						
		Acres in Open Space	68.80	35.1%					
		Total Acres	196.29	100%					



Street	Classification	ROW	Section	Curb
A	Collector	80'/60'	36' B/B	24" Roll
B	Residential	50'	28' B/B	24" Roll
C	Residential	50'	28' B/B	24" Roll
D	Residential	50'	28' B/B	24" Roll
E	Residential	50'	28' B/B	24" Roll
F	Residential	50'	28' B/B	24" Roll
G	Residential	50'	28' B/B	24" Roll
H	Residential	50'	28' B/B	24" Roll
I	Residential	50'	28' B/B	24" Roll
J	Residential	50'	28' B/B	24" Roll
K	Residential	50'	28' B/B	24" Roll
L	Residential	50'	28' B/B	24" Roll
M	Residential	50'	28' B/B	24" Roll
N	Residential	50'	28' B/B	24" Roll
O	Residential	50'	28' B/B	24" Roll

- NOTES:**
- This property is in the Schoolhouse Branch/Harris Mill Run Watershed
 - This project shall comply with the City of Greenville, NC code of ordinances- Title 9, chapter 9 "Stormwater Management and Control".
 - There are no Flood Hazard Areas on the property



PROPERTY OWNER:
Ironwood Development, Inc.
c/o Bob Singer
2000 Renaissance Plaza
230 North Elm Street
Greensboro, NC 27401

DEVELOPER:
Renaissance Lifestyle, LLC
3301 Benson Drive
Suite 103
Raleigh, NC 27609

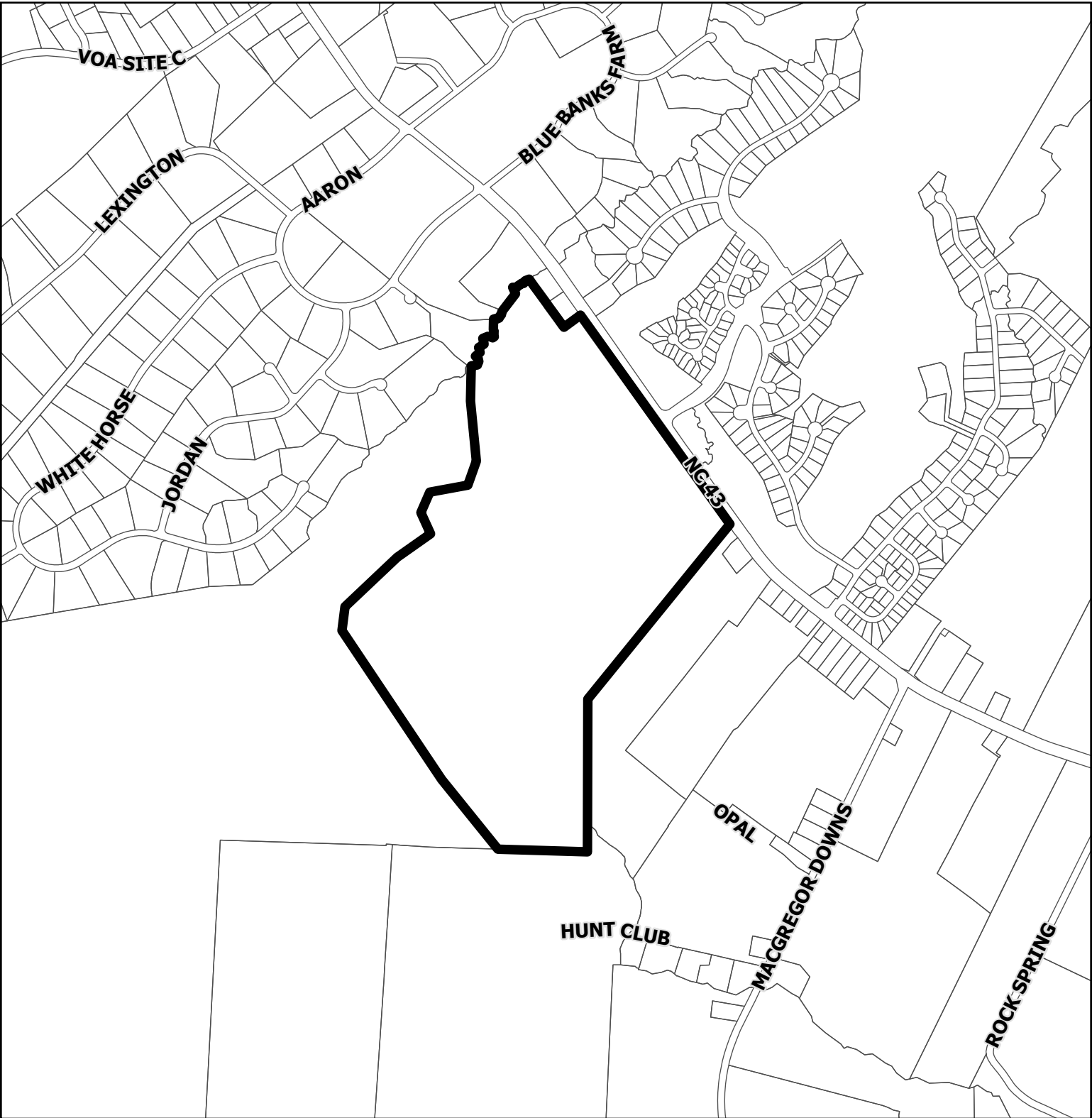
NC License F-0034
Rivers & Associates, Inc.
Since 1918
Engineers
Planners
Surveyors
Landscape Architects


742 McKnight Drive
Knightdale, NC 27545
(919) 295-5463

CAROLINA CROFTS
NC HWY 43
GREENVILLE, NC

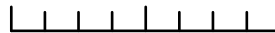
LAND USE PLAN
December 10, 2020

Carolina Crofts
196.29 Acres
01/27/2021



 Subject Property

0 500 1,000 2,000 Feet



Special-Use Permit Checklist 9-4-166

(B) Land use plan.

All applications for approval of a master plan community special use permit shall be accompanied by a land use plan prepared by a registered engineer or surveyor, submitted in accordance with section 9-5-44 of the subdivision regulations for preliminary plats and which shall include but not be limited to the following:

(1) The numbers and types of residential dwelling units including density and density bonus options proposed within each section and the delineation of nonresidential areas;

Provided on the Land Use Plan

(2) Planned primary and secondary traffic circulation patterns showing proposed and existing public street rights-of-way;

Provided on the Land Use Plan

(3) Common open space and recreation areas to be developed or preserved in accordance with this article;

Provided on the Land Use Plan

(4) Minimum peripheral boundary, transition area, and site development setback lines;

Provided on the Land Use Plan

(5) Proposed water, sanitary sewer, storm sewer, natural gas and underground electric utilities and facilities to be installed per Greenville Utilities Commission and city standards;

Water and sewer lines are shown on Land Use Plan. Water will connect to the existing 12" line on the north side of Hwy 43 and sewer will connect to a proposed new outfall line along Sains Branch and terminating at an existing manhole on the north side of Ironwood Golf Club. Preliminary design for the outfall has been reviewed by Greenville Utilities Commission. Additionally the community will be served with natural gas and underground electric from Greenville Utilities Commission.

(6) The delineation of areas to be constructed in sections, showing acreage;

Provided on the Land Use Plan

(7) Water supply watershed overlay district delineation;

The entire property is in the Schoolhouse Branch/Harris Mill Run Watershed

(8) Regulated wetlands delineation;

The September 2020 wetland delineation is shown on the land use plan. A jurisdictional delineation request has been sent to the USACOE and we are waiting on their field review.

(9) Boundary survey of the tract showing courses and distances and total acreage, including zoning, land use and lot lines of all contiguous property;

Survey Provided

(10) Existing vegetation, indicating all trees having a diameter of 24 inches or more that are located within future disturbance areas of building sites;

Tree line shown on the Land Use Plan. There are no isolated trees, all are within the woodland area.

(11) Flood hazard areas including base flood elevations;
There are no flood hazard areas on the property.

(12) Topographic contours at a maximum of two-foot intervals showing existing grades;
Lidar two-foot contours are shown on the Land Use Plan.

(13) Site data including vicinity sketch, north arrow, engineering scale ratio, title of development, date of plan, name and address of owner/developer and person or firm preparing the plan;
Provided on the Land Use Plan

(14) Traffic impact analysis prepared by a qualified traffic engineer;
Davenport Engineering has been engaged to prepare a traffic study and the work is in process. Davenport and Rivers and Associates staff have met with Rik DiCesare and NCDOT personnel to review scope of study and methodology. Davenport projects completion of the report in 4 to 5 weeks.

(15) Any other information as may be required by the City Council; and

(16) Copies of or statements addressing the following:

(a) Statements addressing any declarations of covenants, conditions or restrictions which create a property owners' association for the perpetual ownership and maintenance of all common open space and other areas including, but not limited to, recreation areas, parking areas, landscaping and the like. A private facilities maintenance analysis to determine actual costs of maintenance of such common facilities may be required by the City Council in order to assess the feasibility of such private maintenance
Proposed outline of the community covenants provided that will address these items.

(b) Statements addressing any proposed declarations to be recorded pursuant to the North Carolina Condominium Act (G.S. Chapter 47C);
Not applicable- no condominiums in the community.

(c) Statements addressing proposed encroachment and maintenance easements concerning zero lot line building walls;
No zero lot line building walls anticipated.

(d) Names, indicated upon the map, of all property owners who own property within 100 feet of the proposed development including tax parcel numbers as listed upon the tax records of Pitt County at the time of submission of the special use permit application;
Provided in spreadsheet

(e) The deed book and page number(s) showing fee simple title of all property within the master plan community as listed in the Pitt County Register of Deeds; and
Provided

(f) Statements addressing the "required findings" as set forth in section 9-4-166(F)(1)(e).
To be provided as City Council requests.

Adjacent Property Owners

ParcelNumber	ParcelAddress	OwnerName	CityStateZip	LegalDescription	DeedBook	DeedPage	MapBlockLot	Township
52744	765 PINEPOINT RD	HAMSTEAD STEVEN LYNN	GREENVILLE NC 27834	ROCK SPRINGS	1095	383	4658.00-39-4145.000	FALKLAND
47296	1713 GRAYSTONE PL	WALLER BENJAMIN E F B	GREENVILLE NC 27834	ROCK SPRINGS	3238	802	4659.00-70-3986.000	FALKLAND
49111	896 WHITE HORSE DR	FALLON JOHN T III	GREENVILLE NC 27834	ROCK SPRINGS	3827	864	4658.00-59-8545.000	FALKLAND
49107	954 WHITE HORSE DR	BOCKOWSKI MARIUSZ	GREENVILLE NC 27834	ROCK SPRINGS	3707	770	4658.00-69-6886.000	FALKLAND
49110	910 WHITE HORSE DR	FALLON JOHN T III	GREENVILLE NC 27834	ROCK SPRINGS	3828	4	4658.00-69-0566.000	FALKLAND
47295	1703 GRAYSTONE PL	MEANS CHARLES ROBERT JR	GREENVILLE NC 27834	GRAYSTONE PLACE	296	560	4659.00-71-7117.000	FALKLAND
80375	LEXINGTON DR	ROCK SPRINGS OWNERS ASSOCIATION INC	GREENVILLE NC 27834	OFF HWY 43			4659.00-40-3787.000	FALKLAND
52738	818 WHITE HORSE DR	AKHTER SHAHAB A	GREENVILLE NC 27834	ROCK SPRINGS	3552	297	4658.00-59-0551.000	FALKLAND
49106	982 WHITE HORSE DR	COOKE JOHN KENT JR	GREENVILLE NC 27834	ROCK SPRINGS	2714	116	4659.00-70-0420.000	FALKLAND
49126	972 WHITE HORSE DR	PAINTER THOMAS	BATH NC 27808	ROCK SPRINGS	3349	392	4659.00-60-8163.000	FALKLAND
47297	1727 GRAYSTONE PL	DIXON PHILLIP R	GREENVILLE NC 27834	ROCK SPRINGS	3343	642	4659.00-70-1818.000	FALKLAND
49108	940 WHITE HORSE DR	BORDEAUX FRANKIE	GREENVILLE NC 27834	A-22 ROCK SPRINGS<comma>PH.II	1892	522	4658.00-69-5714.000	FALKLAND
31687	1715 AARON CI	FLOWERS PHILLIP K	GREENVILLE NC 27834	PEADEN	178	753	4659.00-82-0453.000	FALKLAND
52741	776 WHITE HORSE DR	HOLDEMAN MICHAEL L	GREENVILLE NC 27834	ROCK SPRINGS	2292	835	4658.00-49-2459.000	FALKLAND
52737	846 WHITE HORSE DR	HOWELL ERIC	GREENVILLE NC 27834	ROCK SPRINGS & FORMERLY J	3628	26	4658.00-59-2687.000	FALKLAND
52740	786 WHITE HORSE DR	KEMP ROGER A	GREENVILLE NC 27834	ROCK SPRINGS	2470	132	4658.00-49-4389.000	FALKLAND
52743	753 PINEPOINT RD	PHILIPS SHERIF	GREENVILLE NC 27834	A-33A ROCK SPRINGS PH III	1250	20	4658.00-39-8227.000	FALKLAND
56403	761 PINEPOINT RD	MURCHISON MATTHEW A	GREENVILLE NC 27834	ROCK SPRINGS	3403	508	4658.00-39-6158.000	FALKLAND
52742	735 PINEPOINT RD	GOURAS ROBERT JAMES JR	GREENVILLE NC 27834	ROCK SPRINGS	3160	92	4658.00-49-0335.000	FALKLAND
52739	802 WHITE HORSE DR	LIU BI ZHOU	GREENVILLE NC 27834	ROCK SPRINGS	3360	486	4658.00-49-7472.000	FALKLAND
49109	924 WHITE HORSE DR	MCCARREN MICHAEL P JR	GREENVILLE NC 27834	ROCK SPRINGS	3393	386	4658.00-69-3611.000	FALKLAND
49112	882 WHITE HORSE DR	GRUBEY JAMIE S	GREENVILLE NC 27834	ROCK SPRINGS	3971	524	4658.00-59-6537.000	FALKLAND
47290	520 LAKESIDE PL	LUCAS JIMMIE D	GREENVILLE NC 27834	ROCK SPRINGS	2214	845	4659.00-81-1832.000	FALKLAND

BOOK 583 PAGE 50

STATE OF NORTH CAROLINA



FILED
ANNIE G. HOLDER
REGISTER OF DEEDS
Judy D. Tard, Secy
65 JUN 15 1995
Department of The
Secretary of State NC

CERTIFICATE OF MERGER

I, RUFUS L. EDMISTEN, Secretary of State of the State of North Carolina, do hereby certify that on the 25th day of May, 1995, Articles of Merger, or copies of Articles of Merger, duly authenticated by the proper officer of the state or country under the laws of which a statutory merger was effected, were filed in this office

MERGING

(Name of Merging Corporation)

(State or Country of Incorporation)

IRONWOOD DEVELOPMENT, INC.

NC

INTO

(Name of Surviving Corporation)

(State or Country of Incorporation)

NPSS, CORP.

NC

The name of the surviving corporation was changed by virtue of said merger to: IRONWOOD DEVELOPMENT, INC.

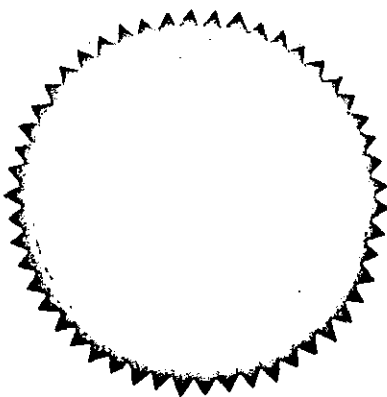
The effective time of said merger, if different from the time of filing, was:

N/A

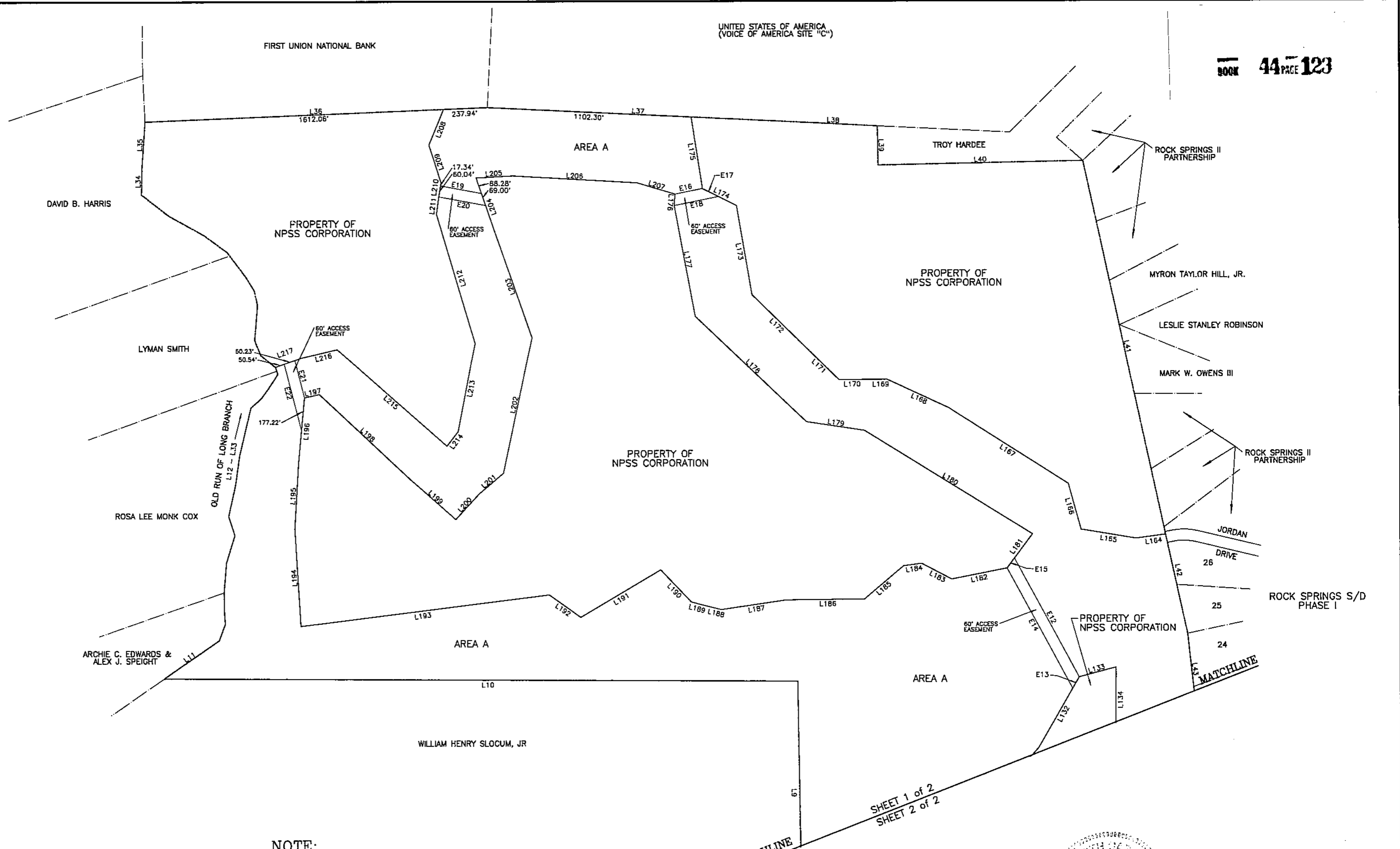
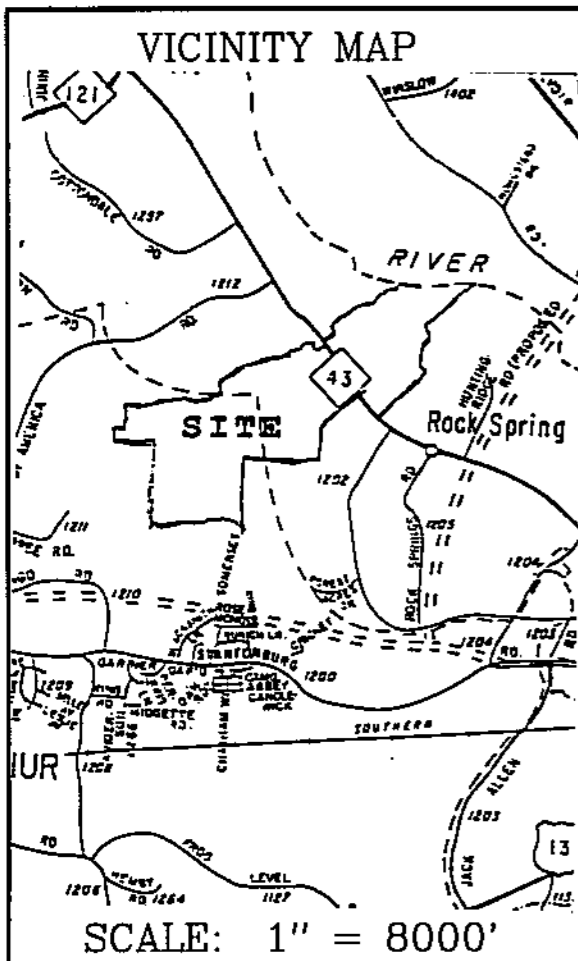
The surviving corporation has not filed articles of dissolution or a certificate of withdrawal and continues to be in existence in this State as of the date of this certificate.

I FURTHER CERTIFY that this certificate is in compliance with North Carolina General Statutes §47-18.1 and §55-4-05 and may be recorded in the office of the Register of Deeds in the same manner as deeds, the name of the merging corporation(s) appearing in the "Grantor" index and the name of the surviving corporation appearing in the "Grantee" index.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 7th day of June, 1995.



Secretary of State



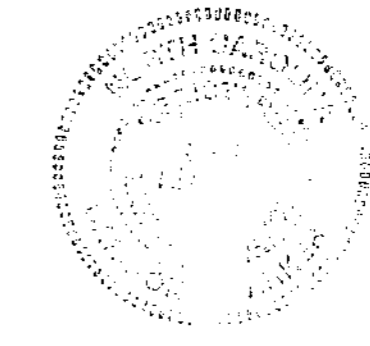
BOOK 44 PAGE 123

M.B. 39, P. 37

I, CARLTON E. PARKER, CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OF LAND.
Carlton E. Parker
 CARLTON E. PARKER, RLS

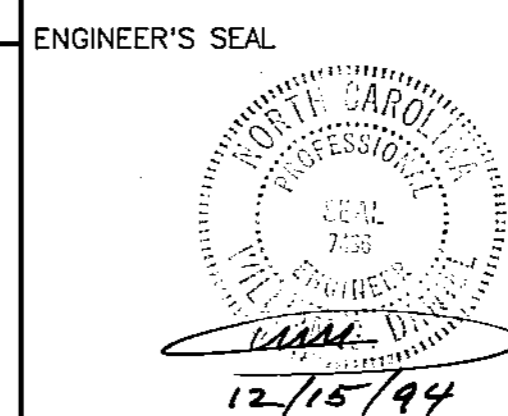
NOTE:
 ACCESS EASEMENTS AS SHOWN HEREON SHALL BE RETAINED BY NPSS OR ITS ASSIGNS UNTIL SUCH TIME THAT STREET RIGHTS-OF-WAY IN ACCORDANCE WITH A DULY APPROVED SUBDIVISION PLAT SHALL BE RECORDED ACROSS "AREA A" THEREBY ENSURING INTERCONNECTION OF AND CONTINUOUS RIGHT OF ACCESS TO THE PARCELS COMPRISING THE "PROPERTY OF NPSS CORPORATION" AS DELINEATED ON THIS PLAT.

NORTH CAROLINA - Pitt County
 The foregoing certificate of *Howard Alan Nichols*
 a notary public is certified to be correct.
 Filed for registration this the 15 day of December,
 19 94, at 11:54 o'clock A. M.
 ANNIE G. HOLDER, Register of Deeds
 By *Deborah Sauerthorn*
 Deputy Register of Deeds



SHEET 1 of 2

BOUNDARY INFORMATION FOR "AREA A" AS SHOWN HEREON IS CALCULATED ONLY. BOUNDARY DATA FOR "AREA A" PROVIDED BY WILLIAM G. DANIEL & ASSOCIATES



CERTIFICATION
 I, CARLTON E. PARKER
 CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY WD & JG THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 15th DAY OF DECEMBER, A.D. 19 94. SIGNED *Carlton E. Parker*
 REGISTRATION NUMBER L-2980
 NORTH CAROLINA, PITT COUNTY
 I, a Notary Public for the County and State aforesaid, certify that CARLTON E. PARKER a registered land surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15th day of DECEMBER, 19 94.
 Notary Public *Howard Alan Nichols*
 My Commission expires 01/03/95
 NORTH CAROLINA, PITT COUNTY - The foregoing certificate of Carlton E. Parker is certified to be correct. Filed for registration this 15th day of December, 19 94, at 11:54 o'clock A. M.
 By Deborah Sauerthorn, Register of Deeds
 Deputy Register of Deeds

IRONWOOD
WESTERN COURSE CORRIDOR
 FALKLAND TOWNSHIP, PITT COUNTY, N.C.

OWNER NPSS CORPORATION	SURVEYED: CEP	APPROVED:
ADDRESS P. O. BOX 1243 SALISBURY, NC 28144	DRAWN: BJM	DATE: DEC. 7, 1994
PHONE (704) 633-7176	CHECKED: LBP	SCALE: 1" = 400'
WILLIAM G. DANIEL & ASSOC. 1150 SE MAYNARD ROAD CARY, NC 27511 (919) 467-9708		

SOURCE OF TITLE	OWNERS STATEMENT
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: DB 134 PG 269 DB C-51 PG 595 DB 133 PG 539 DB 131 PG 721 DB 2-48 PG 395 DB 537 PG 120	THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF <u>NPSS CORP</u> BY <u>Howe Parker</u> Assr. V.P. SWORN AND SUBSCRIBED TO BEFORE ME THIS <u>15</u> DAY OF <u>December</u> , 19 <u>94</u> . <u>Howard Alan Nichols</u> NOTARY PUBLIC MY COMMISSION EXPIRES <u>1/3/95</u>

THIS PLAT IS EXEMPT FROM PITT COUNTY SUBDIVISION REGULATIONS.
James Rhode
 SUBDIVISION ADMINISTRATOR
 Dec. 15, 1994
 DATE



INTERIOR BOUNDARY EXTERIOR BOUNDARY

L122	N	39°	20'	23"	E	407.95'
L123	N	77°	18'	53"	E	862.46'
L124	N	25°	18'	53"	E	862.96'
L125	N	08°	04'	09"	W	1565.31'
L126	N	44°	36'	09"	W	893.47'
L127	N	08°	04'	09"	W	170.02'
L128	N	54°	35'	43"	W	1263.16'
L129	N	79°	10'	17"	W	510.18'
L130	N	35°	50'	28"	W	527.64'
L131	N	48°	00'	05"	W	440.67'
L132	N	48°	00'	05"	W	205.44'
L133	N	07°	58'	56"	E	421.71'
L134	N	07°	58'	56"	E	834.64'
L135	N	56°	19'	28"	E	376.95'
L136	N	46°	34'	24"	E	307.44'
L137	N	73°	31'	55"	W	523.22'
L138	N	79°	52'	00"	W	312.84'
L139	N	62°	00'	58"	W	602.91'
L140	N	48°	25'	16"	W	153.22'
L141	N	02°	55'	16"	W	421.24'
L142	N	25°	52'	53"	E	715.37'
L143	N	03°	14'	31"	W	360.16'
L144	N	36°	33'	01"	W	1138.79'
L145	S	26°	24'	57"	W	485.23'
L146	S	48°	05'	14"	W	135.68'
L147	N	08°	10'	48"	W	851.48'
L148	N	00°	00'	00"	W	86.85'
L149	N	42°	25'	13"	W	292.86'
L150	N	23°	40'	24"	E	152.74'
L151	N	02°	43'	64"	E	161.21'
L152	N	19°	33'	37"	W	142.81'
L153	N	51°	01'	47"	W	151.58'
L154	N	44°	01'	39"	W	338.50'
L155	N	53°	37'	42"	W	420.61'
L156	N	83°	37'	46"	W	311.57'
L157	N	38°	51'	28"	W	314.62'
L158	N	54°	31'	30"	W	60.25'
L159	N	86°	53'	29"	W	910.08'
L160	N	86°	53'	29"	W	206.65'
L161	N	02°	16'	07"	E	103.91'
L162	N	02°	16'	07"	E	413.90'
L163	N	26°	24'	57"	W	161.71'
L164	N	08°	10'	48"	W	300.02'
L165	N	11°	22'	14"	W	256.83'
L166	N	06°	30'	32"	W	766.20'
L167	N	44°	25'	34"	W	362.77'
L168	N	08°	10'	48"	W	28.41'
L169	N	11°	45'	52"	W	231.55'
L170	N	11°	45'	52"	W	255.57'
L171	N	58°	25'	34"	W	402.77'
L172	N	58°	25'	34"	W	487.21'
L173	N	87°	48'	53"	W	204.96'
L174	S	38°	39'	11"	W	380.89'
L175	N	86°	52'	53"	W	62.19'
L176	S	74°	12'	54"	E	606.27'
L177	S	88°	35'	36"	E	828.93'
L178	N	35°	37'	52"	E	317.08'
L179	N	20°	17'	11"	E	1053.74'
L180	N	43°	43'	58"	E	230.46'
L181	N	41°	15'	43"	E	304.54'
L182	N	51°	48'	11"	E	183.14'
L183	N	40°	00'	40"	W	99.43'
L184	N	04°	01'	23"	W	276.33'
L185	N	28°	10'	57"	W	356.14'
L186	N	11°	25'	18"	W	92.81'
L187	N	03°	42'	18"	W	73.75'
L188	N	25°	58'	17"	W	240.54'
L189	N	08°	05'	44"	W	501.35'
L190	N	08°	05'	44"	W	203.33'
L191	N	18°	35'	41"	E	1352.44'
L192	N	10°	10'	10"	W	528.59'
L193	N	74°	35'	08"	W	351.89'
L194	N	81°	27'	11"	W	356.02'
L195	N	05°	10'	30"	W	82.58'
L196	N	55°	08'	21"	E	677.55'
L197	N	05°	08'	21"	E	320.58'
L198	N	35°	18'	48"	W	184.75'
L199	N	28°	17'	05"	W	174.14'
L200	N	55°	59'	06"	W	747.57'
L201	N	55°	59'	06"	W	800.50'
L202	N	40°	40'	57"	W	311.92'
L203	N	19°	18'	16"	W	195.47'
L204	N	09°	44'	34"	W	214.73'
L205	N	19°	18'	16"	W	207.30'
L206	N	28°	38'	22"	W	212.65'
L207	N	55°	45'	42"	W	95.67'
L208	N	55°	45'	42"	W	726.45'
L209	N	89°	15'	34"	W	458.44'
L210	N	70°	11'	08"	W	98.60'
L211	N	85°	25'	25"	W	789.17'
L212	N	85°	25'	25"	W	199.39'
L213	N	07°	28'	19"	E	147.52'
L214	N	07°	28'	19"	E	
L215	N	07°	28'	19"	E	
L216	N	07°	28'	19"	E	
L217	N	07°	28'	19"	E	
L218	N	07°	28'	19"	E	
L219	N	07°	28'	19"	E	
L220	N	07°	28'	19"	E	
L221	N	07°	28'	19"	E	
L222	N	07°	28'	19"	E	

EASEMENT DESCRIPTION

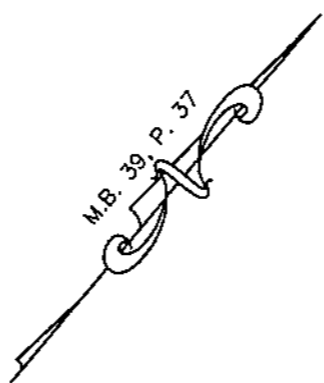
E1	N	74°	20'	26"	E	311.94'
E2	N	08°	10'	48"	W	60.83'
E3	N	74°	20'	26"	W	309.91'
E4	N	08°	04'	50"	W	60.53'
E5	N	08°	04'	50"	W	121.54'
E6	N	08°	04'	50"	W	121.54'
E7	N	08°	04'	50"	W	142.94'
E8	N	23°	40'	24"	E	65.81'
E9	N	02°	43'	64"	E	283.91'
E10	N	40°	38'	55"	W	60.45'
E11	N	58°	19'	29"	W	729.88'
E12	N	73°	31'	55"	W	739.08'
E13	N	48°	00'	05"	W	86.09'
E14	N	41°	31'	05"	E	151.50'
E15	N	38°	39'	11"	E	97.16'
E16	N	07°	31'	05"	W	244.31'
E17	N	29°	36'	44"	E	244.83'
E18	N	29°	36'	44"	E	256.84'
E19	N	29°	36'	44"	E	207.70'
E20	N	29°	36'	44"	E	369.13'

I, CARLTON E. PARKER, CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OF LAND.

Carlton E. Parker

CARLTON E. PARKER, RLS

NOTE:
ACCESS EASEMENTS AS SHOWN HEREON SHALL BE RETAINED BY NPSS OR ITS ASSIGNS UNTIL SUCH TIME THAT STREET RIGHTS-OF-WAY IN ACCORDANCE WITH A DULY APPROVED SUBDIVISION PLAT SHALL BE RECORDED ACROSS "AREA A" THEREBY ENSURING INTERCONNECTION OF AND CONTINUOUS RIGHT OF ACCESS TO THE PARCELS COMPRISING THE "PROPERTY OF NPSS CORPORATION" AS DELINEATED ON THIS PLAT.



PROPERTY DONATION TABLE

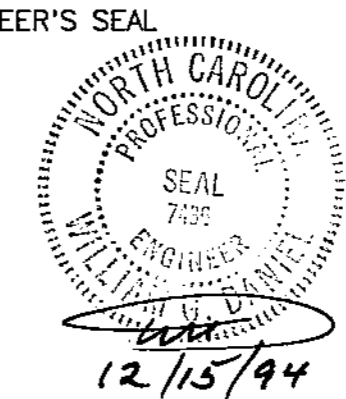
TOTAL ACREAGE 634.61
AREA A 241.44
(TO BE DONATED)

Filed for registration this the 15 day of December 1994 at 11:54 o'clock A.M.

ANNIE G. HOLDER, Register of Deeds
By *Deborah Bawin*
Deputy Register of Deeds

SHEET 2 of 2

BOUNDARY INFORMATION FOR "AREA A" AS SHOWN HEREON IS CALCULATED ONLY. BOUNDARY DATA FOR "AREA A" PROVIDED BY WILLIAM G. DANIEL & ASSOCIATES



CERTIFICATION
I, CARLTON E. PARKER, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY *W.D. & J.G.* THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000+ THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 15th DAY OF DECEMBER A.D. 1994 SIGNED *Carlton E. Parker* REGISTRATION NUMBER L-2980 NORTH CAROLINA, PITT COUNTY

I, a Notary Public of the County and State of said, certify that *CARLTON E. PARKER*, a registered land surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15th day of DECEMBER 1994. My Commission Expires 01/03/95 NORTH CAROLINA, PITT COUNTY - The foregoing certificate of is certified to be correct. Filed for registration this day of 19 at o'clock M. By *William G. Daniel*, Register of Deeds

IRONWOOD WESTERN COURSE CORRIDOR
FALKLAND TOWNSHIP, PITT COUNTY, N.C.

OWNER NPSS CORPORATION
ADDRESS P. O. BOX 1243 SALISBURY, NC 28144
PHONE (704) 633-7176

SURVEYED: CEP	APPROVED:
DRAWN: BJM	DATE: DEC. 7, 1994
CHECKED: LBP	SCALE: 1" = 400'

WILLIAM G. DANIEL & ASSOC.
1150 SE MAYNARD ROAD
CARY, NC 27511
(919) 467-9708

SOURCE OF TITLE	
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:	
DB 134 PG 269	DB C-51 PG 595
DB 133 PG 539	DB 131 PG 721
DB 7-48 PG 385	DB 537 PG 120
N.C. REG. NO. 2980	

OWNERS STATEMENT	
THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF <i>NPSS CORP BY CARLTON PARKER</i> SWORN AND SUBSCRIBED TO BEFORE ME THIS 15 DAY OF DECEMBER 1994	
NOTARY PUBLIC MY COMMISSION EXPIRES 01/03/1995	

THIS PLAT IS EXEMPT FROM PITT COUNTY SUBDIVISION REGULATIONS.

James Chalk
SUBDIVISION ADMINISTRATOR
Dec. 15, 1994
DATE



U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action Id. SAW-2020-01720 County: Pitt U.S.G.S. Quad: NC- Greenville NW

NOTIFICATION OF JURISDICTIONAL DETERMINATION

Requestor: **Ironwood Development, Inc.**
Mr. Robert A. Singer
Address: **200 Golf Club Wynd**
Greenville, North Carolina 27834
Telephone Number: **336-271-3123**
E-mail: **rsinger@brookspierce.com**

Size (acres)	<u>198.42</u>	Nearest Town	<u>Greenville</u>
Nearest Waterway	<u>Tar River</u>	River Basin	<u>Pamlico</u>
USGS HUC	<u>03020103</u>	Coordinates	Latitude: <u>35.6378</u> Longitude: <u>-77.4543</u>

Location description: **The approximately 198.42-acre review area is located within the 635.92-acre property at 3752 NC Highway 43 N., Greenville, NC and a portion of the Ironwood Golf and Country Club across the road. Alternate Parcel Number: 018678 & 018677.**

Indicate Which of the Following Apply:

A. Preliminary Determination

- There appear to be **waters, including wetlands** on the above described project area/property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). The **waters, including wetlands** have been delineated, and the delineation has been verified by the Corps to be sufficiently accurate and reliable. The approximate boundaries of these waters are shown on the enclosed delineation map dated 1/12/2021. Therefore this preliminary jurisdiction determination may be used in the permit evaluation process, including determining compensatory mitigation. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a preliminary JD will treat all waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional waters of the U.S. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction.
- There appear to be **waters, including wetlands** on the above described project area/property, that may be subject to Section 404 of the Clean Water Act (CWA)(33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). However, since the **waters, including wetlands** have not been properly delineated, this preliminary jurisdiction determination may not be used in the permit evaluation process. Without a verified wetland delineation, this preliminary determination is merely an effective presumption of CWA/RHA jurisdiction over all of the **waters, including wetlands** at the project area, which is not sufficiently accurate and reliable to support an enforceable permit decision. We recommend that you have the **waters, including wetlands** on your project area/property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.

B. Approved Determination

- There are Navigable Waters of the United States within the above described project area/property subject to the permit requirements of Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403) and Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- There are **waters, including wetlands** on the above described project area/property subject to the permit requirements of Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- We recommend you have the **waters, including wetlands** on your project area/property delineated. As the Corps may not be able to accomplish this wetland delineation in a timely manner, you may wish to obtain a consultant to conduct a delineation that can be verified by the Corps.
- The **waters, including wetlands** on your project area/property have been delineated and the delineation has been verified by the Corps. The approximate boundaries of these waters are shown on the enclosed delineation map dated **DATE**. We strongly

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suggest you have this delineation surveyed. Upon completion, this survey should be reviewed and verified by the Corps. Once verified, this survey will provide an accurate depiction of all areas subject to CWA jurisdiction on your property which, provided there is no change in the law or our published regulations, may be relied upon for a period not to exceed five years.

- The **waters, including wetlands** have been delineated and surveyed and are accurately depicted on the plat signed by the Corps Regulatory Official identified below on **DATE**. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- There are no waters of the U.S., to include wetlands, present on the above described project area/property which are subject to the permit requirements of Section 404 of the Clean Water Act (33 USC 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- The property is located in one of the 20 Coastal Counties subject to regulation under the Coastal Area Management Act (CAMA). You should contact the Division of Coastal Management in **in Washington, NC, at (252) 946-6481** to determine their requirements.

Placement of dredged or fill material within waters of the US, including wetlands, without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act (33 USC § 1311). Placement of dredged or fill material, construction or placement of structures, or work within navigable waters of the United States without a Department of the Army permit may constitute a violation of Sections 9 and/or 10 of the Rivers and Harbors Act (33 USC § 401 and/or 403). If you have any questions regarding this determination and/or the Corps regulatory program, please contact **Emily B. Thompson at (910)251-4629 or Emily.B.Thompson@usace.army.mil**.

C. Basis For Determination: See the preliminary jurisdictional determination form dated 01/14/2021.

D. Remarks: None.

E. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

F. Appeals Information (This information applies only to approved jurisdictional determinations as indicated in B. above)

This correspondence constitutes an approved jurisdictional determination for the above described site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request for appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers
South Atlantic Division
Attn: Phillip Shannin, Review Officer
60 Forsyth Street SW, Room 10M15
Atlanta, Georgia 30303-8801

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **Not applicable**.

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.

Corps Regulatory Official: Emily B. Thompson

Date of JD: **01/14/2021** Expiration Date of JD: **Not applicable**

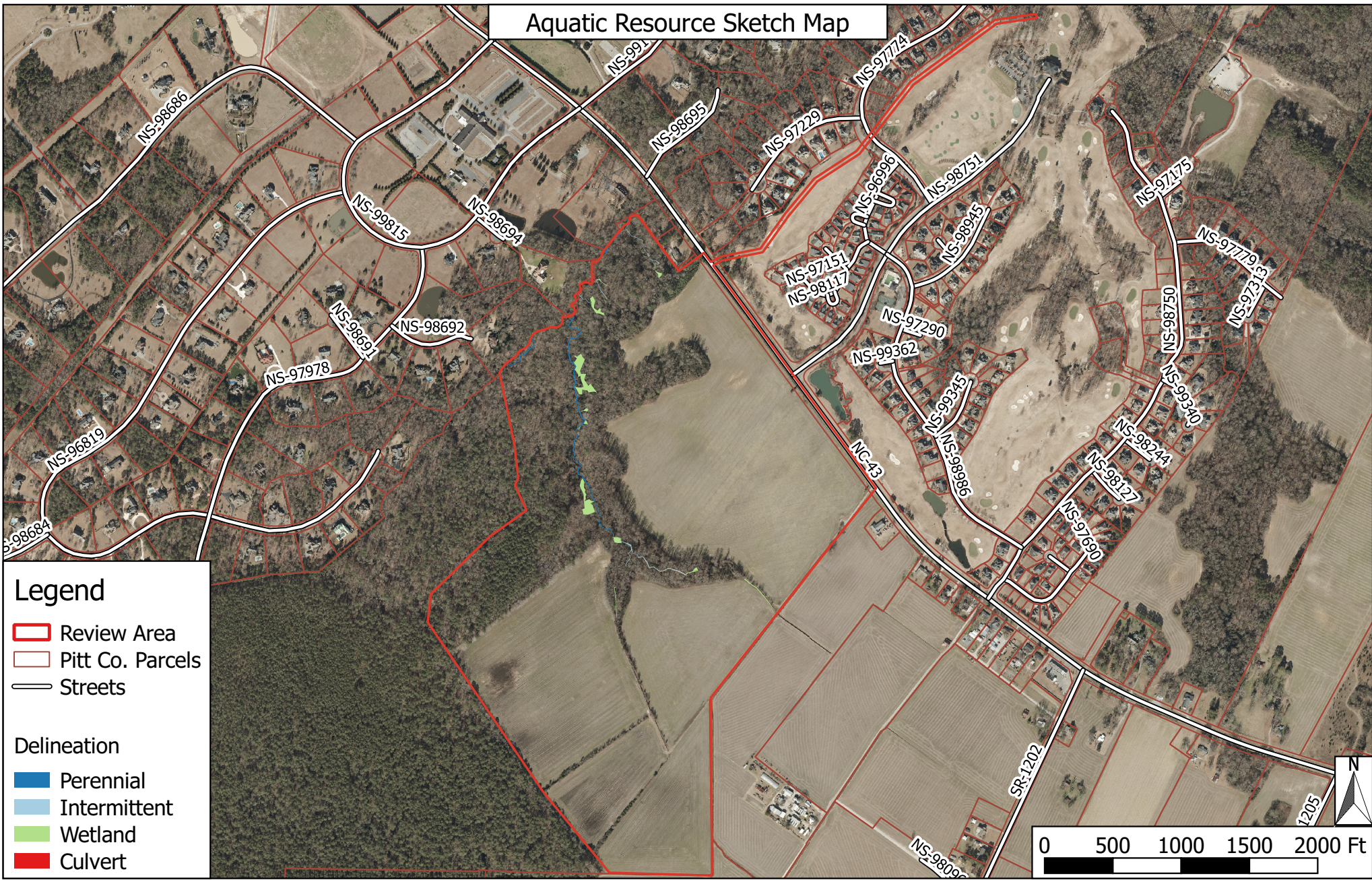
SAW-2020-01720

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0

Copy furnished (via e-mail):

Agent: **ATLAS Environmental, Inc.**
Ms. Jennifer L. Robertson
Address: **338 S Sharon Amity Road #411**
Charlotte, North Carolina 28211
Telephone Number: **704-512-1206**
E-mail: **JRobertson@atlasenvi.com**

Aquatic Resource Sketch Map



Legend

- Review Area
- Pitt Co. Parcels
- Streets

Delineation

- Perennial
- Intermittent
- Wetland
- Culvert



Project Name: Carolina Crofts

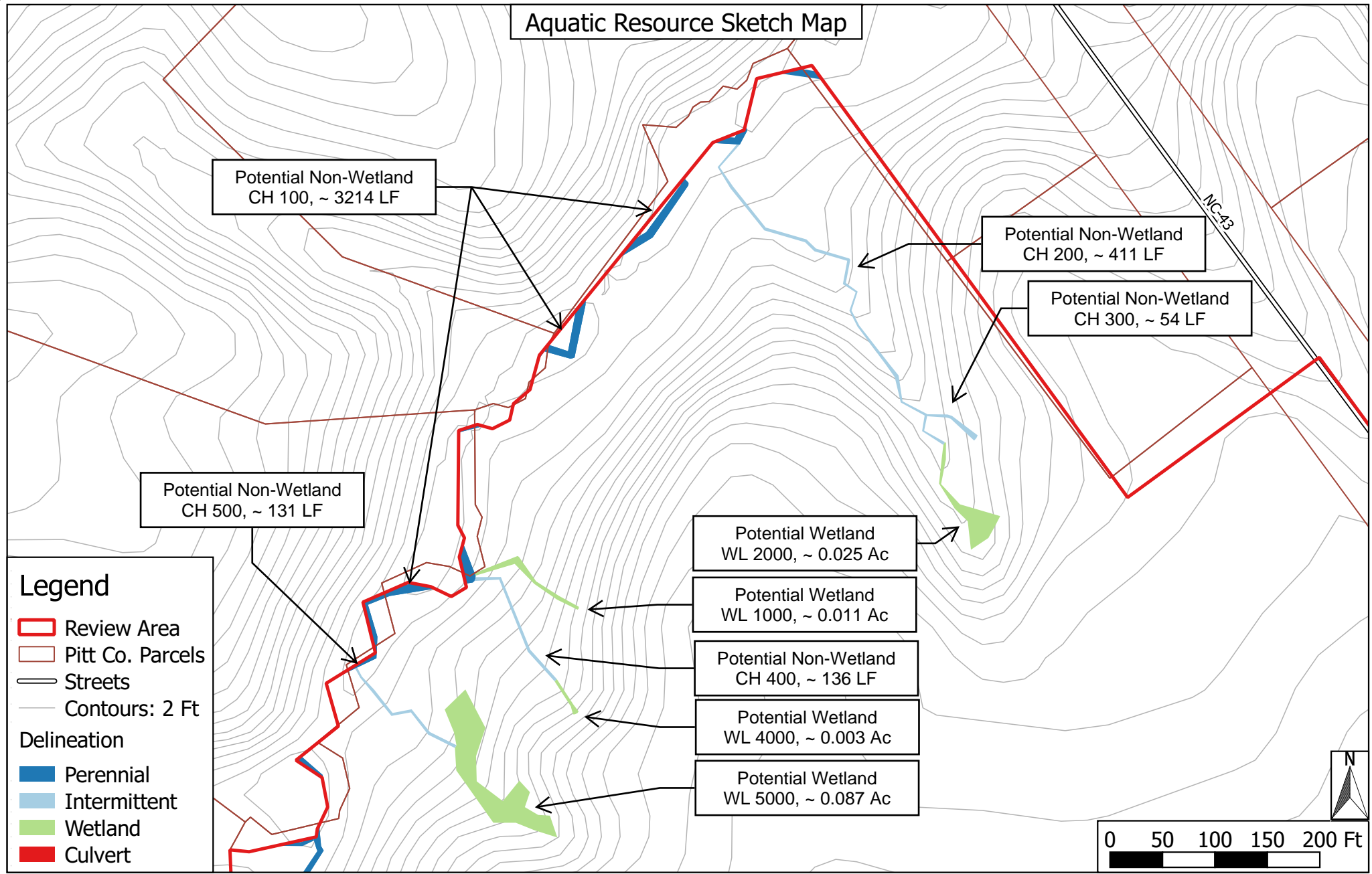
Location: 3875 NC Highway 43 N. Greenville, NC 27834

For: Renaissance Lifestyle, LLC Attn: Mr. Steve Saieed

Coordinates: 35.63781, -77.45439

Date: September 17, 2020, Updated: January 12, 2020

Aquatic Resource Sketch Map



Project Name: Carolina Crofts
 Location: 3875 NC Highway 43 N. Greenville, NC 27834
 For: Renaissance Lifestyle, LLC Attn: Mr. Steve Saieed
 Coordinates: 35.63781, -77.45439

Aquatic Resource Sketch Map

Potential Non Wetland
CH 600, ~ 421 LF

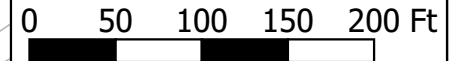
See Detail 1

Potential Wetland
WL 1100, ~ 0.350 Ac

CH 100 Continued

Legend

-  Review Area
-  Pitt Co. Parcels
-  Streets
-  Contours: 2 Ft
- Delineation**
-  Perennial
-  Intermittent
-  Wetland
-  Culvert



Project Name: Carolina Crofts

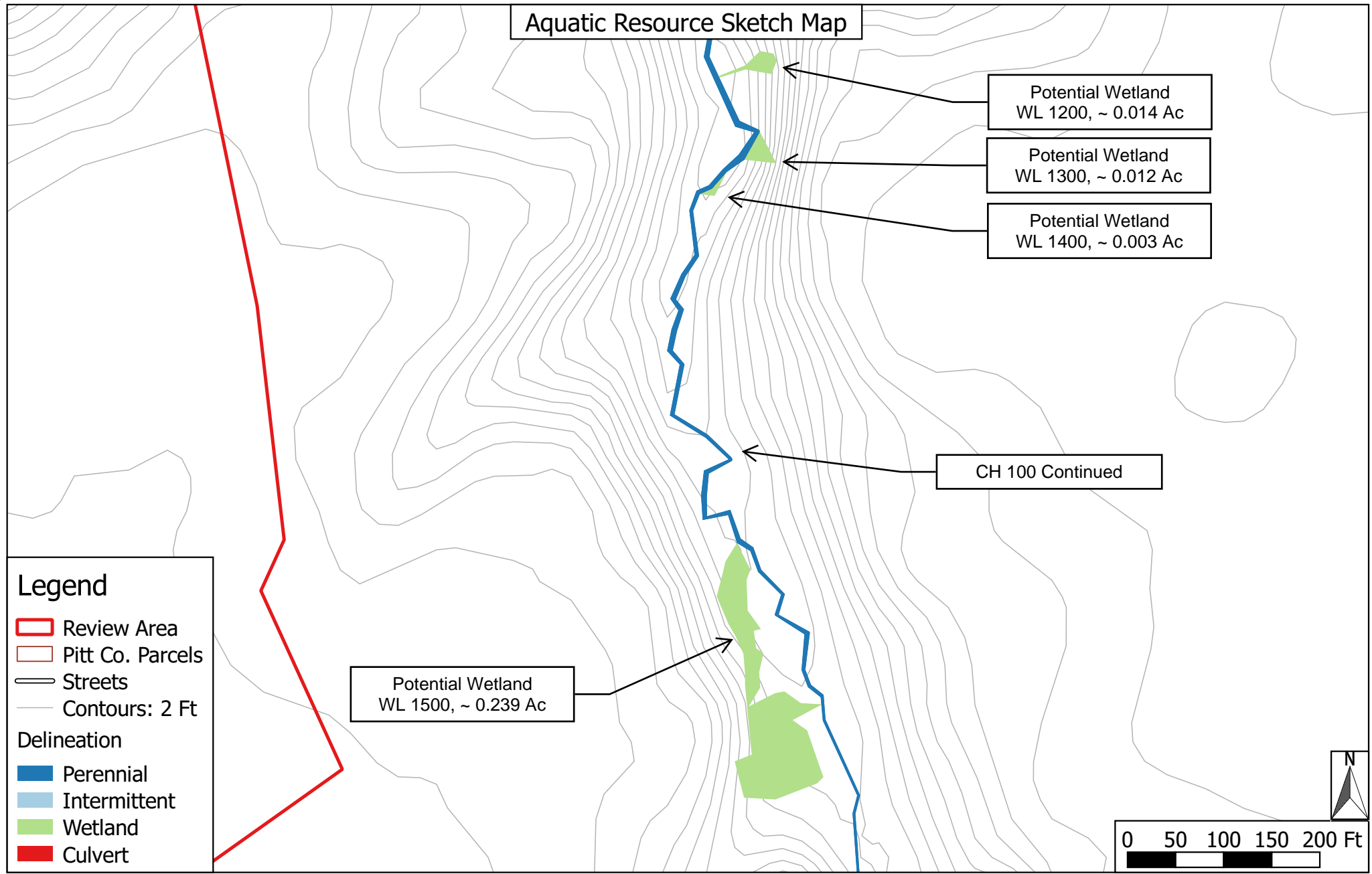
Location: 3875 NC Highway 43 N. Greenville, NC 27834

For: Renaissance Lifestyle, LLC Attn: Mr. Steve Saieed

Coordinates: 35.63781, -77.45439

Date: September 17, 2020, Updated: January 12, 2020

Aquatic Resource Sketch Map



- Potential Wetland
WL 1200, ~ 0.014 Ac
- Potential Wetland
WL 1300, ~ 0.012 Ac
- Potential Wetland
WL 1400, ~ 0.003 Ac

CH 100 Continued

Potential Wetland
WL 1500, ~ 0.239 Ac

Legend

- Review Area
- Pitt Co. Parcels
- Streets
- Contours: 2 Ft

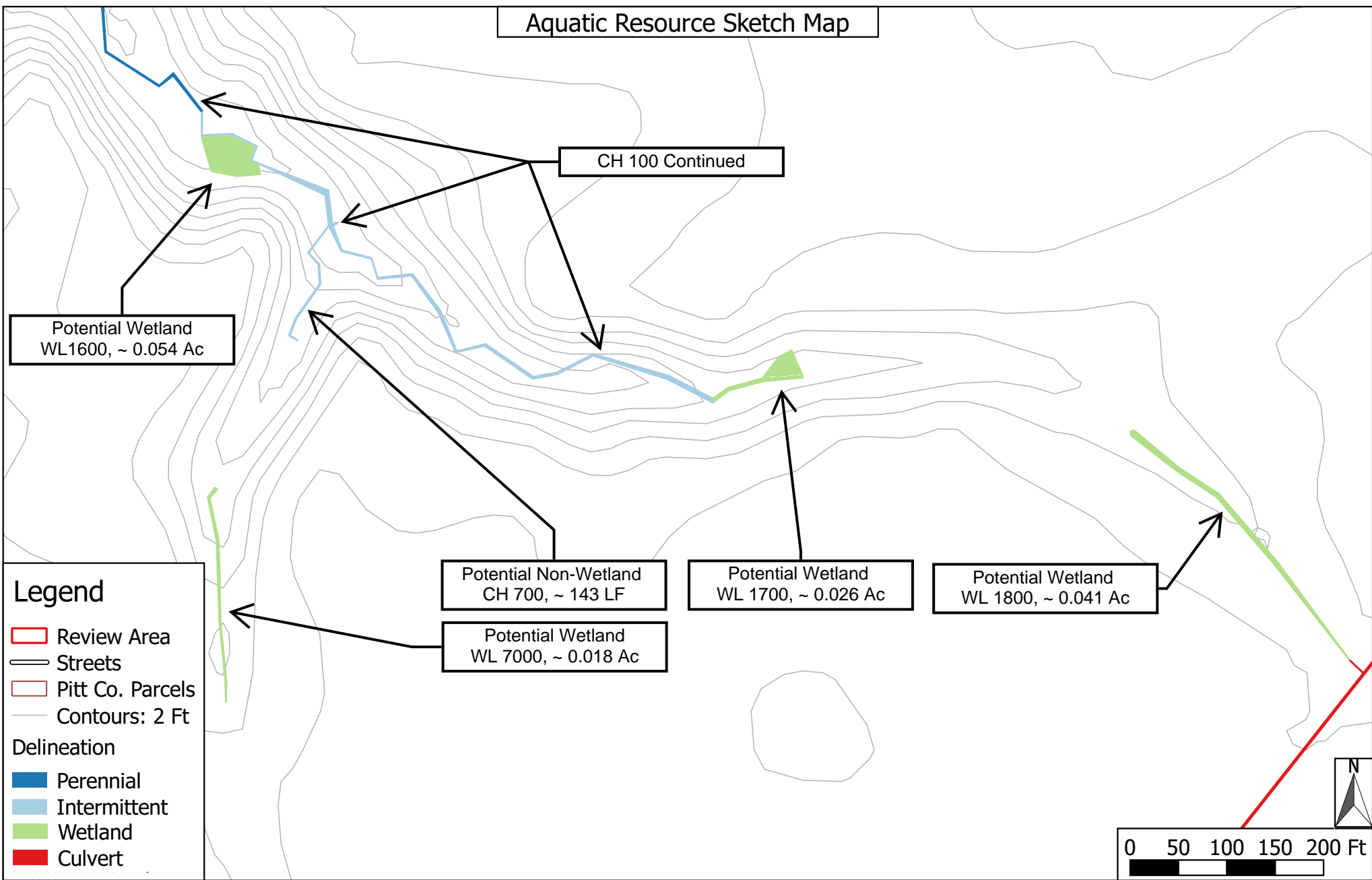
Delineation

- Perennial
- Intermittent
- Wetland
- Culvert



Project Name: Carolina Crofts	
Location: 3875 NC Highway 43 N. Greenville, NC 27834	
For: Renaissance Lifestyle, LLC Attn: Mr. Steve Saieed	
Coordinates: 35.63781, -77.45439	Date: September 17, 2020, Updated: January 12, 2020 87

Aquatic Resource Sketch Map



Project Name: Carolina Crofts

Location: 3875 NC Highway 43 N. Greenville, NC 27834

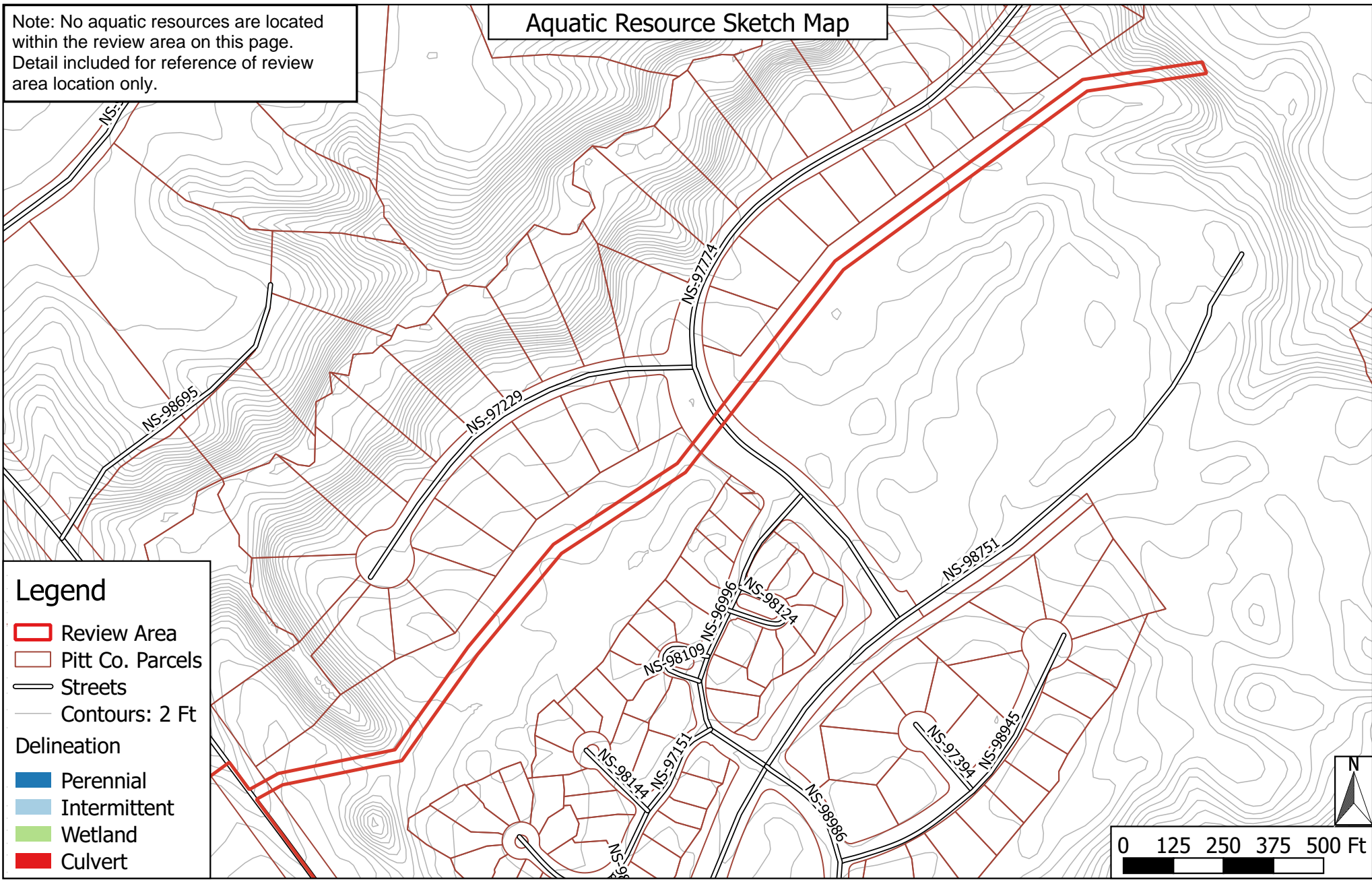
For: Renaissance Lifestyle, LLC Attn: Mr. Steve Saieed

Coordinates: 35.63781, -77.45439

Date: September 17, 2020, Updated: January 12, 2020

Note: No aquatic resources are located within the review area on this page.
Detail included for reference of review area location only.

Aquatic Resource Sketch Map



Legend

-  Review Area
-  Pitt Co. Parcels
-  Streets
-  Contours: 2 Ft
- Delineation**
-  Perennial
-  Intermittent
-  Wetland
-  Culvert



Project Name: Carolina Crofts

Location: 3875 NC Highway 43 N. Greenville, NC 27834

For: Renaissance Lifestyle, LLC Attn: Mr. Steve Saieed

Coordinates: 35.63781, -77.45439

Date: September 17, 2020, Updated: January 12, 2020

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: **Ironwood Development, Inc., Mr. Robert A. Singer**

File Number: **SAW-2020-01720**

Date: **01/14/2021**

Attached is:	See Section below
<input type="checkbox"/> INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/> PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/> PERMIT DENIAL	C
<input type="checkbox"/> APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/> PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at or <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx> or the Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the district engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

<p>If you have questions regarding this decision and/or the appeal process you may contact: District Engineer, Wilmington Regulatory Division Attn: Emily B. Thompson Washington Regulatory Office U.S Army Corps of Engineers 2407 West Fifth Street Washington, North Carolina 27889</p>	<p>If you only have questions regarding the appeal process you may also contact: Mr. Phillip Shannin, Administrative Appeal Review Officer CESAD-PDO U.S. Army Corps of Engineers, South Atlantic Division 60 Forsyth Street, Room 10M15 Atlanta, Georgia 30303-8801 Phone: (404) 562-5137</p>
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RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation, and will have the opportunity to participate in all site investigations.

<p>_____ Signature of appellant or agent.</p>	<p>Date:</p>	<p>Telephone number:</p>
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For appeals on Initial Proffered Permits send this form to:

District Engineer, Wilmington Regulatory Division, Attn: Emily B. Thompson, 69 Darlington Avenue, Wilmington, North Carolina 28403

For Permit denials, Proffered Permits and Approved Jurisdictional Determinations send this form to:

Division Engineer, Commander, U.S. Army Engineer Division, South Atlantic, Attn: Mr. Phillip Shannin, Administrative Appeal Officer, CESAD-PDO, 60 Forsyth Street, Room 10M15, Atlanta, Georgia 30303-8801
Phone: (404) 562-5137

PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM

BACKGROUND INFORMATION

- A. REPORT COMPLETION DATE FOR PJD:** 01/14/2021
- B. NAME AND ADDRESS OF PERSON REQUESTING PJD:** Ironwood Development, Inc., Mr. Robert A. Singer, 200 Golf Club Wynd, Greenville, North Carolina 27834
- C. DISTRICT OFFICE, FILE NAME, AND NUMBER:** Wilmington District, Carolina Crofts/3753 NC Highway 43/Pitt, SAW-2020-01720
- D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:** The approximately 198.42-acre review area is located within the 635.92-acre property at 3752 NC Highway 43 N., Greenville, NC and a portion of the Ironwood Golf and Country Club across the road. Alternate Parcel Number: 018678 & 018677.

(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)

State: NC County: Pitt City: Greenville
 Center coordinates of site (lat/long in degree decimal format): Latitude: 35.6378 Longitude: -77.4543

Universal Transverse Mercator: 18

Name of nearest waterbody: Tar River

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

- Office (Desk) Determination. Date:
- Field Determination. Date(s): November 4, 2020

TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION

Site Number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resources in review area (acreage and linear feet, if applicable)	Type of aquatic resources (i.e., wetland vs. non-wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e., Section 404 or Section 10/404)
CH 100	35.63953429	-77.45766925	3214 Linear Feet	Non-wetland	404
CH 200	35.64154339	-77.45581982	411 Linear Feet	Non-wetland	404
CH 300	35.64112793	-77.45543037	54 Linear Feet	Non-wetland	404
CH 400	35.6406193	-77.45688378	136 Linear Feet	Non-wetland	404
CH 500	35.64040106	-77.45728145	131 Linear Feet	Non-wetland	404
CH 600	35.64007233	-77.45761953	421 Linear Feet	Non-wetland	404
CH 700	35.63514564	-77.45627704	143 Linear Feet	Non-wetland	404

WL 1000	35.64081077	-77.45689143	0.011 Acre	Wetland	404
WL 1100	35.63911656	-77.45740968	0.35 Acre	Wetland	404
WL 1200	35.63817909	-77.45726033	0.014 Acre	Wetland	404
WL 1300	35.63792121	-77.4572774	0.012 Acre	Wetland	404
WL 1400	35.63780862	-77.45744978	0.003 Acre	Wetland	404
WL 1500	35.6362422	-77.45726301	0.239 Acre	Wetland	404
WL 1600	35.63556844	-77.45657969	0.054 Acre	Wetland	404
WL 1700	35.63490371	-77.45465291	0.026 Acre	Wetland	404
WL 1800	35.63447393	-77.45305606	0.041 Acre	Wetland	404
WL 2000	35.6408778	-77.45539781	0.025 Acre	Wetland	404
WL 4000	35.64043866	-77.45672677	0.003 Acre	Wetland	404
WL 5000	35.46027474	-77.45705702	0.087 Acre	Wetland	404
WL 7000	35.63433541	-77.45661358	0.018 Acre	Wetland	404

1. The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being

required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there "*may be*" waters of the U.S. and/or that there "*may be*" navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for PJD (check all that apply) Checked items are included in the administrative record and are appropriately cited:

Maps, plans, plots or plat submitted by or on behalf of the PJD requestor:

Map: **Project Name: Carolina Crofts Updated January 12, 2021**

Data sheets prepared/submitted by or on behalf of the PJD requestor. Datasheets:

Office concurs with data sheets/delineation report.

Office does not concur with data sheets/delineation report. Rationale: _____

Data sheets prepared by the Corps: _____

Corps navigable waters' study:

U.S. Geological Survey Hydrologic Atlas:

USGS NHD data: **Page 20/29**

USGS 8 and 12 digit HUC maps: **Lower Tar 03020103**

U.S. Geological Survey map(s). Cite scale & quad name: **1:24000 Quadrangles Greenville NW**

Natural Resources Conservation Service Soil Survey. Citation: **Web Soil Survey – Pitt County, NC**

National wetlands inventory map(s). Cite name: **Page 21/29**

State/local wetland inventory map(s): _____

FEMA/FIRM maps: **Page 18/29**

100-year Floodplain Elevation is: _____ (National Geodetic Vertical Datum of 1929)

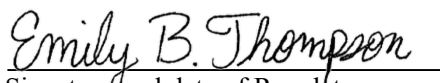
Photographs: Aerial (Name & Date):

or Other (Name & Date): **Site Photos January 6, 2021; September 15-16, 2020**

Previous determination(s). File no. and date of response letter: _____

Other information (please specify): **Gen 2 LiDAR; Antecedent Precipitation Tool**

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.


Signature and date of Regulatory
staff member completing PJD
01/14/2021

Signature and date of person requesting PJD
(REQUIRED, unless obtaining the signature is
impracticable)¹

¹ Districts may establish timeframes for requester to return signed PJD forms. If the requester does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.



City of Greenville, North Carolina

Meeting Date: 02/11/2021

Title of Item: Consideration of Second Amendment to Agreement with Sidewalk Greenville, LLC

Explanation: Sidewalk Greenville, LLC (Sidewalk) has requested that the amended 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 again. The request (see attached letter) 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 units as required by the agreement.

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 (copy attached) 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 development plan also provided that the developer would make its best reasonable efforts to include a sit-down non-fast food restaurant and medium to high-end retail in the project.

The developer is asking again to amend the requirements of the agreement by reducing the required amount of 14,000 square feet of non-residential (office and retail) space on the first floor to 6,116 square feet and replacing the non-residential space with 8 additional non-student market rate residential units.

Currently, University Edge and Dickinson Lofts includes a mix of 86 student units and 71 non-student market rate units for a total of 157 units. With the requested amendment, the number of student units will remain at 86 and the number of non-student market rate units will increase to 79.

The increase in market rate units will consist of 8 additional one-, two-, and three-bedroom apartment units with an average size of 822 square feet. The market rate units will be targeted to professionals desiring to live in an urban





setting.

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. With the addition of 8 units, Sidewalk will need to provide 7 additional off-street parking spaces.

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

Recommendation: City staff does not recommend approval of this amendment. Since the original discussion of this project, it has been considered a mixed use with residential, office, and retail. Upon the developer's request, the City agreed in February 2020 to reduce the office and retail square footage from 20,000 square feet to 14,000 square feet, a 30% reduction. This current request to further reduce the office and retail square footage represents a 70% reduction from the original agreed-upon amount, a significant change which will result in only 6,116 square feet for office or retail.

ATTACHMENTS

-  [Letter Requesting Sidewalk Development Amendment.pdf](#)
-  [Contract_2151_Agreement_of_Sale_Between_Sidewalk_Greenville_LLC_and_City_of_Greenville](#)
-  [Feb 2020 Amendment_to_Sidewalk_Agreement.pdf](#)
-  [Proposed Second Amendment_to_Sidewalk_Agreement.pdf](#)

October 19, 2020

ATTN: City Council and Board of Adjustment
Members
City of Greenville, Planning Department
200 W. Fifth Street
Greenville, NC 27858



Re: Dickinson Lofts Residential Substitution for Vacant Retail Space

To whom it may concern:

Sidewalk Greenville, LLC, is requesting your support to substitute 7,884 square feet of commercial space along the Dickinson Avenue frontage with 8 new Live-Work market rate style apartments. We have been fully open since August of 2018 and actively marketing the retail space since the beginning of construction over three years ago, with no success to date. It has become clear to us that the market demand is not sufficient to support the remaining +/- 7,884 leasable square feet of retail space at this location in the near term. Therefore, we would like to convert the smaller portion along Dickinson Avenue to small Live-Work market rate style apartments. The new units will be leased out of the Dickinson Lofts office and they are designed to target local professionals and business people with a minimalist Live-Work lifestyle. This target group appreciates the ride-share and public transportation options the site offers and spending time outside of their living quarters whether at work or the convenient cafes, eateries, and pubs in the Dickinson Corridor.

Our local commercial real estate representative found the overall downtown Greenville retail market had significantly slowed in the 4th quarter of 2019. However, post-pandemic, the downtown Greenville retail market was hit with a "one-two punch" finding itself with a 33% vacancy rate. Without a doubt, the vacant storefronts detract from the street life and send a subliminal message to potential candidates who might be interested in renting a residential unit or the adjacent retail space. Adding the 8 units will help to activate the streetscape and eliminate the 'ghost-town' effect of the vacant storefronts. Another consideration is the fact that this space has been designed for commercial and could be converted back to retail once the demand is established. The residential units will not impact the existing architectural elevation along the public street, and the rear elevation, or courtyard side of the building, will only require minor alterations to window and door openings to meet residential codes. Ultimately, we view this as a win-win for both the City and us.

We have provided 300 total off-street parking spaces for a required 298.2 (426 beds @ .7 spaces/bed) and with the additional 11 beds we would be required 305.9 spaces (437 beds @ 0.7 spaces/bed) resulting in an extra 6 spaces being needed to match the current ratio. To meet this requirement, we will be seeking a lease opportunity with property Owners within the required 800' distance to our facility. In addition to the 306 off-street parking spaces we will be providing, we constructed 9 on-street parking spaces that have a one-hour limit which could be used for resident overnight parking if parking becomes an issue and to support our Live-Work spaces. As I mentioned above, we believe the residents who will rent these Live-Work style units will not have the same car ownership ratio as the larger units with multiple bedrooms. We anticipate and will market the Live/Work units as being very convenient to the nearby GTAC and walking distance to the employment and dining opportunities within the Uptown District and the Dickinson Corridor.

Following your review of the enclosed concept, I would be happy to answer any questions that you may have or provide you with additional information.

Sincerely,

William (Gus) Cook
EVP, Hallmark
Owner Representative, Sidewalk Greenville, LLC.
150 East Broad Street
Columbus, OH 43215
Phone: 614-221-3504

Contract No. 2151

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.

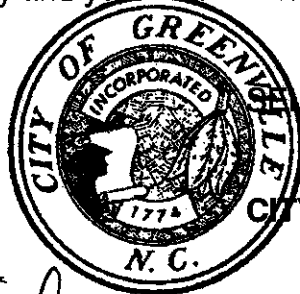
37. Acceptance; Counterparts. If Seller does not accept and execute this Agreement and deliver a fully executed copy of this Agreement to Buyer and the Escrow Agent on or before close of business on November 20, 2015, then the offer of Buyer set forth in this Agreement shall be deemed automatically withdrawn 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:



CLERK:

CITY OF GREENVILLE

Carol L. Barwick
Carol L. Barwick, City Clerk

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

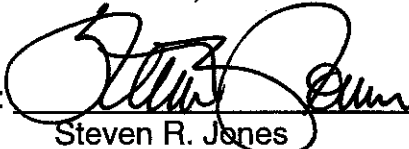
Date: 11/12/15

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

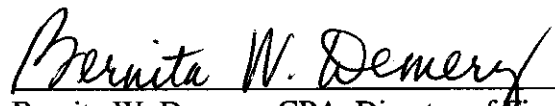
Date: 11/16/15

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)

The collage contains the following elements:

- Top Left:** A color-coded floor plan of a 4-bedroom unit with four bedrooms labeled 'BEDROOM 1' through 'BEDROOM 4' and a central 'BACKUP BATH'.
- Top Middle:** A detailed floor plan of a 2-bedroom unit with overall dimensions of 16'-6" by 14'-0". It includes a 'LIVING' area, 'BED 1', 'BED 2', 'KITCHEN', and 'BATH'.
- Top Right:** A photograph of a bright, open-plan living and dining area with a green sofa and wooden dining table.
- Middle Left:** A detailed floor plan of a 1-bedroom unit with a 'MASTER BEDROOM' (11'-5" x 14'-0") and a 'LIVING RM' (14'-0" x 17'-6").
- Middle Right:** A detailed floor plan of a 1-bedroom unit named 'Aspen' with overall dimensions of 12'-6" x 10'-1". It includes a 'LIVING RM' (12'-8" x 19'-0"), 'MASTER BEDROOM' (11'-7" x 16'-0"), 'KITCHEN' (12'-6" x 10'-1"), and 'LAUNDRY'.
- Bottom Left:** A photograph of a living room with a fireplace, a coffee table, and a television.

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
m 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
s 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.

**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

THIS AMENDMENT TO AMENDED AGREEMENT, made and entered into this ___ day of February, 2021, 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;

WHEREAS, the AGREEMENT was amended by mutual consent of both parties on February 13, 2020, by rewriting EXHIBIT B item 2 to reduce the required amount of leasable office and retail space from 20,000 square feet to 14,000 square feet, thus creating an AMENDED AGREEMENT; and

WHEREAS, the parties desire to amend the AMENDED 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 AMENDED AGREEMENT as follows:

- 1) The AMENDED 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 6,116 square feet of leasable office and retail space.

2) All remaining terms and conditions of the AGREEMENT and AMENDED AGREEMENT not amended by this SECOND AMENDMENT TO AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this SECOND 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