



**PROPOSED AGENDA
GREENVILLE BOARD OF ADJUSTMENT
Thursday, May 27, 2021
6:00 PM
Zoom Webinar**

I. ROLL CALL

II. APPROVAL OF MINUTES –April 22, 2021

III. NEW BUSINESS

1. PUBLIC HEARING ON A REQUEST FOR A SPECIAL USE PERMIT BY COASTAL PLAIN SHOOTING ACADEMY

The applicant, Coastal Plain Shooting Academy, desires to operate indoor firearm range pursuant to Appendix A, Use (6)k. of the Greenville City Code. The proposed use is located at 100 Staton Road. The property is further identified as being tax parcel number 67638.

2. PUBLIC HEARING ON A REQUEST FOR A SPECIAL USE PERMIT BY CAPTAINS UNITED LLC- CONTINUANCE

The applicant, Captains United LLC, desires to amend a land use intensity special use permit pursuant to Appendix A, Use (2)e. of the Greenville City Code. The proposed use is located at 3960 Bostic Drive. The property is further identified as being tax parcel number 72914.

3. PUBLIC HEARING ON A REQUEST FOR A SPECIAL USE PERMIT BY CAPTAINS UNITED LLC- CONTINUANCE

The applicant, Captains United LLC, desires to amend a land use intensity special use permit pursuant to Appendix A, Use (2)e. of the Greenville City Code. The proposed use is located at 3800 Bostic Drive. The property is further identified as being tax parcel number 64354.

4. PUBLIC HEARING ON A REQUEST FOR A SPECIAL USE PERMIT BY GREENVILLE TREATMENT CENTER, LLC

The applicant, Greenville Treatment Center, LLC, desires to operate a mental health, emotional or physical rehabilitation day program facility pursuant to Appendix A, Use (8)ff(1). of the Greenville City Code. The proposed use is located at 2070 W. Arlington Blvd. The property is further identified as being tax parcel number 59379.

IV. ADJOURN

DRAFT MINUTES OF THE GREENVILLE BOARD OF ADJUSTMENT
April 22, 2021

The Greenville Board of Adjustment met electronically on the above date at 6:00 PM from different locations due to Covid 19 protocols.

The members present are denoted by an "*" and those absent are denoted by an "X".

Michael Glenn – Chairman - *	Nathan Cohen- *
Christopher Lilley- *	Rodney Bullock - Co-Chair - X
Ann Bellis - *	Hunt McKinnon - *
John Landrine - *	Sharon Evans-*
Ryan Purtle - *	

VOTING MEMBERS: Glenn, Bellis, McKinnon, Lilley, Evans, Landrine, Purtle.

OTHERS PRESENT: Elizabeth Blount, Lead Planner; Chantae Gooby, Chief Planner; Donald Phillips, Assistant City Attorney; Tony Parker, Planner I; Taylor Bland, Staff Support Specialist II; Thomas Barnett, Director of Planning and Development Services; Les Everett, Assistant Director of Planning Services; Brock Letchworth, Communications Manager; Travis Welborn, Civil Engineer III; Rik DiCesare, Traffic Engineer.

OPENING STATEMENT: Mr. Glenn read the following statement:

The meeting will now come to order. Welcome to the April 22, 2021 meeting of the City of Greenville Board of Adjustment. My name is Michael Glenn and I am the Chair of this Board.

I would like to start by acknowledging that we are conducting this meeting using a remote, electronic platform. I would ask for your patience today as we proceed. There may be slight delays as we transition between speakers, participants and presentations.

The Board of Adjustment is a quasi-judicial body that is governed by the North Carolina General Statutes and the City's Code of Ordinance. We conduct evidentiary hearings on requests for special use permits, variances, appeals of administrative decisions and interpretations.

Before we begin the evidentiary hearings on today's agenda, I would like to provide some important information about the steps taken to ensure that each parties' due process rights are protected as we proceed in this remote platform.

First, today's meeting will be conducted in accordance with the newly enacted statutes in Session Law 2020-3, which allows for remote meetings and quasi-judicial hearings during declarations of emergency.

Second, each applicant on today's agenda was notified before being placed on the agenda that this meeting would be conducted using a remote, electronic platform. Every applicant on today's agenda has consented to the Board conducting the evidentiary hearing on their request using this remote platform. We will also confirm today at the start of each evidentiary hearing that the participants in the evidentiary hearing consent to the matter proceeding in this remote platform. If there is any objection to a matter proceeding in this remote platform, the case will be continued.

Third, notice of this meeting was provided to the applicants and the public in numerous ways, well beyond the legal requirements for noticing this meeting and the evidentiary hearings.

Specifically, notice of today's evidentiary hearings was provided by mail to all property owners within 250 feet of each subject property. The mailed notices were sent two weeks in advance of the meeting date and within the law to provide such notice – and each notice letter notified the recipient of the remote meeting platform.

Notice was also provided by posting signs on the site of each property, publishing notice in the newspaper and providing notice on the City's website. Each of these notice methods were also done within the legal requirement to provide such notice.

The notices for today's meeting contained information about the means by which the public can access the remote meeting, as the meeting occurs.

Fourth, any individual wishing to participate in today's evidentiary hearings was required to sign-up prior to the meeting to participate. Information about this sign-up requirement, along with information about how to sign-up to participate, was included in the mailed notice letters sent to each property owner within 250 feet of each subject property. This information was also included on the Board's website and, among other information, a link to the Board's website was included in all methods of notice.

All individuals participating in today's evidentiary hearings were also required to submit a copy of any presentation, document, exhibit or other material that they wished to submit at the evidentiary hearing prior to today's meeting. All materials that the City received from the participants in today's cases, as well as a copy of City staff's presentations and documents, were posted online on the Board of Adjustment Meeting Schedule and Agenda prior to this meeting. All materials that will be discussed today can be viewed at any time during today's meeting by visiting <https://www.greenvillenc.gov/government/city-council/boards-and-commissions/board-of-adjustment/2021-board-of-adjustment-meeting-schedule-and-agendas> and clicking the March 25, 2021, Agenda and Meeting packet link. No new documents will be presented at today's meeting. All decisions of this board are subject to appeal with the Pitt County Superior court.

Finally, all individuals who signed-up to participate in an evidentiary hearing on today's agenda, as well as all City staff participants, were emailed a witness oath form prior to today's meeting. Any individual planning to testify or submit evidence in an evidentiary hearing was notified that they must sign the oath form prior to today's meeting. We will also reaffirm everyone's oath on the record at today's meeting.

MINUTES:

Motion made by Mr. McKinnon, seconded by Mr. Lilley, to approve the March 25, 2021. Motion passed unanimously.

Chairman Glenn swore in presenting staff members- Elizabeth Blount, Travis Welborn, and Rik DiCesare.

Assistant City Attorney Phillips reviewed information as stated on pages 2 to 3 of the Meeting Handout available to the Public, the EVIDENCE TO BE CONSIDERED BY THE BOARD OF ADJUSTMENT IS AS FOLLOWS:

- A. The Board of Adjustment is a quasi-judicial body that makes a decision concerning an application, petition or appeal based on the evidence presented by those in favor as well as those in opposition.
- B. The members of the Board of Adjustment are lay persons and as such, the rules of evidence that are followed in a court are relaxed for cases heard before this body.

- C. Though the rules of evidence are relaxed, it does not mean they are ignored. Only evidence that is material, competent and substantial will be considered and may be used by the Board in its decision-making process.
- D. The Board may not consider, nor is it admissible to present or offer affidavits, letters or other writings in support of or in opposition to a matter before the Board unless the person who prepared the writing is testifying. These writings are considered hearsay.
 - 1. Statements by a person such as in my opinion, the application will create a traffic hazard," is not an admissible opinion and may not be considered by the Board.
 - a. However, such an opinion may be admissible if it is made by an expert or a person who is qualified to give opinions concerning traffic hazards, is making a presentation to the Board concerning his or her investigation and the basis for his or her conclusion in the report.
 - b. A lay person can give an opinion but he or she also must present facts to show how the proposal affects his or her piece of property specifically and not just in a general way.
 - 2. A statement that another person who is not present and not testifying either supports or doesn't support the petitioner or application is hearsay and is not admissible.
 - 3. The same rule applies to both the applicant and those in opposition.

Pursuant to North Carolina General Statute 160A-388 and Section 4 of the Board of Adjustment's Rules of Procedure:

4-3. No member of the Board of Adjustment shall participate in either the discussion or vote on any special use permit, variance, or appeal from an administrative officer's decision in any manner that would violate the affected persons' constitutional right to a fair and impartial decision maker.

Prohibited conflicts include but are not limited to a member having a fixed opinion prior to hearing the matter and not willing to consider changing his or her mind; and undisclosed ex parte communications with the person before the Board, any witnesses, staff, or other Board members. Decisions on either a request for recusal by a member or objections by a person appearing before the Board shall be decided by a simple majority vote.

4-4. No Board Member shall take part in the hearing, consideration, or determination of any matter in which that Board Member is involved or has a financial or personal interest. Personal interest shall be defined as having a family member involved in the project under consideration, a neighborhood association involvement where a Board Member is on the governing body of such association, or where the Board Member is involved in a conflict or dispute with the applicant on a matter unrelated to the application. [if a Board Member has such a conflict, he shall declare the conflict and request to be excused from voting on the issue. A majority vote of the remaining members present shall be required to excuse the member.

4-5. No Board member shall vote on any matter deciding an application or appeal, unless he shall have attended the public hearing on that application or appeal.

4-6. No Board member shall discuss any case with any parties in interest prior to the public hearing on that case, provided however, that members may receive and/or seek information pertaining to the case from any other members of the Board.

If a Board member has had an ex parte communication that also needs to be disclosed at this time.

OLD BUSINESS

1. PUBLIC HEARING ON A REQUEST FOR A SPECIAL USE PERMIT BY MANGO MAN, LLC

The applicant, Mango Man, LLC, desires a special use permit to provide gasoline sales and convenience store pursuant to Appendix A, Uses (10)b. of the Greenville City Code. The proposed use is located at 0 Frog Level Road. The property is further identified as being tax parcel number 86472.

Chairman Glenn confirmed and swore in seven additional speakers apart from those sworn in from the February 25, 2021 meeting – Trey Taylor, Mike Lynch, Henry Nemargut, Phillip Grant, Linwood Stroud, Robert Lamb, and Sulayman Alkanshaly.

Ms. Blount stated staff had no additional evidence to submit apart from what was given during the February 25th meeting and that the recommended conditions stood as stated:

Staff Recommended Conditions:

Final platting, stormwater management, erosion control, NCDOT access agreement and site plan approval is required prior to issuance of a building permit.

A traffic impact analysis is required prior to site plan submission.

Parking shall satisfy both gasoline fuel sales and convenient store requirements.

Outdoor amplified paging of patrons, guests or/or employees shall be prohibited.

Outdoor amplified sound, including music, shall be allowed, provided

- (i) Any sound transmission device, system, and/or speaker shall be oriented in a manner that directs all mechanical and/or amplified sound toward the building and away from any abutting residential property line, and
- (ii) No amplified sound shall be audible from any point located on any property zoned for residential purposes. Outdoor amplified sound is defined as any sound using amplifying equipment, whose source is outside or whose source is inside and the sound propagates to the outside through open door(s) or window(s) or other openings in the building. Measurement standards shall be human auditory senses.

No television transmission, movie projection and/or computer display shall be viewed from the gasoline activity area.

Exterior lighting associated with the gasoline activity area shall be directed away from all public and/or private street, and away from property zoned for residential purposes. On-site and under canopy lighting shall be shielded and directed to prevent the light cone from crossing the right-of-way line or perimeter property line. Exterior lighting shall comply with the City of Greenville Lighting Standards.

No exterior neon lighting, no neon light signs, and no flashing signs shall be allowed in conjunction with the principal use convenient store and/or gasoline activity area.

The owner(s) and operator(s) or designee(s) shall collect and properly dispose of all litter and debris located on their property immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way (inclusive of the open ditches along both street frontages) or other adjacent public property open to the public. Posting this statement shall be visible to employees and management inside the building.

The convenience store shall not contain 20% or more of the establishment's floor area dedicated to the display or stocking of tobacco products or 40% or more of the establishment's on-site signage that is visible from public right-of-way advertising tobacco products.

The establishment shall not operate any outdoor dining area without obtaining the appropriate special use permit.

No loitering or outdoor activities permitted.

Staff Comments:

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

Mr. Glenn asked Ms. Blount how long this parcel has been zoned commercial.

Ms. Blount stated this parcel has been zoned commercial since 1998. In 2018, there was some tweaking to the actual property lines.

Mr. Lilley made a motion to find that Sulayman Alkanshaly has standing to participate in the proceeding because he has a lease hold interest in the property, Mr. Purtle seconded the motion and it passed unanimously. Vote: 7 to 0

Chairman Glenn opened the public meeting.

Mike Lynch, Petroleum Equipment Service, stated he has 15 years of experience in underground storage tanks, piping, and POS systems inside. He stated he has his Public Utilities General Contracting License and certification on double-wall piping.

Ms. Evans made a motion to find that Mike Lynch is an expert witness in the subject field of installation, service, and equipment of petroleum products, Mr. Landrine seconded the motion and it passed unanimously. Vote: 7 to 0

Henry Nemargut, Professional Engineer, stated he has a Master's Degree in Engineering. He stated he has been working in the petroleum assessment and installation industry since May of 1987. He stated he is an expert in the design and assessment of releases of underground and above ground storage tank systems. He stated he has been

designing systems since 1989.

Mr. McKinnon made a motion to find that Henry Nemargut is a Professional Engineer as it relates to petroleum equipment and can serve as an expert witness in that capacity, Ms. Evans seconded the motion and it passed unanimously. Vote: 7 to 0

Phillip Grant, General Contractor, stated he has been building gas stations for 40 years. He stated he will be building the canopy and installing the footings for the canopy.

Ms. Evans made a motion to find that Phillip Grant is an expert in the General Contracting of convenient stores, Mr. Purtle seconded the motion and it passed unanimously. Vote: 7 to 0

Trey Taylor, Attorney, asked Mr. Lynch if he is familiar with double wall fiber glass tanks, continuous leak detection, double wall spill containers, piping systems, overfill prevention valves, and automatic tank monitoring systems.

Mr. Lynch stated he is familiar with these materials.

Mr. Taylor asked if these are state of the art equipment in the petroleum industry.

Mr. Lynch stated these are state of the art. He stated the North Carolina Department of Natural Resources have stipulations on what can or cannot be placed in the ground. He stated everything placed in the ground is double walled and has to be continually monitored for leak protection. He stated they follow the rules and regulations for what goes in the ground.

Mr. Taylor asked if Mr. Lynch will be installing the equipment at this site. He asked what will be the number and size of the tanks installed.

Mr. Lynch stated he will be installing the equipment. He stated they plan to place a 22,000 gallon double walled split compartment tank, with 15,000 gallons of unleaded and 7,000 gallons of diesel. The other tank is a 12,000 gallon split tank, with 6,000 gallons of premium and 6,000 gallons of non-ethanol.

Mr. Taylor asked if the tanks and related piping will be in accordance with the applicable laws and that he is familiar with those laws.

Mr. Lynch stated that is correct.

Mr. Taylor asked Mr. Nemargut his familiarity with this project.

Mr. Nemargut stated he has been speaking with Mr. Lynch in detail about this project. He stated in his opinion, the tanks they are selecting are the best tanks there are. The tanks have a leak detection system that continuously monitor for leaks. He stated North Carolina has exceeded the Federal regulations for underground storage tanks. He stated after Mr. Lynch shows him the tanks that are going to be used, he will prepare drawings and send them to the State. Once approved by the State, he will prepare plans that will go to the City. He stated the plans are in compliance with fire codes and will meet all safety requirements.

Linwood Stroud, Professional Engineer, stated he has been a registered Professional Engineer in North Carolina

since 1971. He stated he has been in private practice of Engineering doing site design for projects since mid-1980.

Ms. Evans made a motion to find that Linwood Stroud is an expert of Professional Engineering in site design, Mr. McKinnon seconded the motion and it passed unanimously. Vote: 7 to 0

Mr. Taylor asked Mr. Stroud how the proposed convenient store will be positioned at the site taking into account the present and future anticipated changes in the layout.

Mr. Stroud stated there are provisions for an additional right of way at the intersection Davenport Farm and Frog Level Road that would allow construction of a roundabout. He stated they have prepared a map of record, that will establish the lot the convenient store will be built on and they will reserve that right of way for construction of a roundabout. He stated there will be turn lanes to provide safe ingress and egress from the site.

Mr. Taylor asked if the store would be situated in a way that the right of ways are provided.

Mr. Stroud stated the site is designed to accommodate traffic considerations and there will be additional detail added to the site plan, provided the special use permit is approved.

Mr. Taylor asked Phillip Grant if he is aware of and intends to follow the laws and regulations governing the construction of the store and canopy for the site.

Mr. Grant stated they will follow the plans that are approved by the City. He stated they also perform a foot candle assessment under the canopy according to the local jurisdiction so that it does not cause any problems in the community as far as glare.

Mr. Taylor asked if he is aware of the regulations that provide protection to adjoining property owners.

Mr. Grant stated they are diligent in following those regulations because it is important to the community.

Mr. Taylor asked Mr. Jeffreys if it is his intention to make certain everyone working on the project is familiar and will comply with all of the applicable laws and regulations regarding the petroleum equipment and construction of the convenient store.

Mr. Jeffreys stated that is his intention.

Mr. Taylor asked Sulayman Alkanshaly if he intends to operate the convenient store and gasoline equipment in accordance with all applicable laws and regulations.

Mr. Alkanshaly stated he will monitor the equipment every night to be sure there are no spills and the equipment is working correctly.

Mr. Taylor asked if he intends to collect trash every day as required by the City.

Mr. Alkanshaly stated he will monitor the trash every hour.

Mr. Taylor asked how many store he owns and operates.

Mr. Alkanshaly stated he owns 19 stores.

Ms. Bellis asked Mr. Stroud what the anticipated increase in traffic will be.

Mr. Stroud stated they have not completed a traffic study and that he is not a traffic engineer.

Mr. DiCesare stated there will not be a traffic study until there is a site plan submittal.

Ms. Bellis asked if he anticipates a traffic study being done.

Mr. DiCesare stated that would depend on when the site plan is submitted.

Ms. Bellis stated a traffic study is a serious consideration and that traffic at this intersection is dangerous.

Mr. DiCesare stated the applicant will have to submit a traffic analysis report and the report will determine what mitigation is going to be required to offset the increase in traffic.

Ms. Bellis asked if a roundabout would be in place.

Mr. DiCesare stated the State does not have funding for that now and that is a future improvement to be done.

Ms. Bellis stated there will be an increase in traffic with no increase in safety at the intersection.

Mr. DiCesare stated there are other things that could be done at the intersection. He stated what can be done cannot be defined until the level of traffic is defined. He stated he anticipates there will be separate access at each road way as far away from the intersection as possible with turn lanes to the driveways. He stated another thing that may be required is the access drives may need to be limited to right in and right out movements.

Mr. Glenn asked if a different commercial development was being built on this site with the same level of traffic intensity that did not require a special use permit, would the project still have to be vetted by his department before it could be approved.

Mr. DiCesare stated that is correct.

Mr. Landrine asked Mr. Lynch if there has been a case where the underground tanks have leaked or failed.

Mr. Lynch stated he has placed 50 to 60 tanks in the ground and he has not had one fail.

Paige Heath spoke in opposition of the application. She stated she has submitted material for the Board. She stated she included a letter written by Richard Klein stating issues with the omissions in the air from the fuel dispensers. She stated this is a big concern since her property is 280 feet from the proposed gas station.

Ms. Evans asked if the Board can be made aware of the studies Ms. Heath is referring to so they can know the studies are current and valid.

Mr. McKinnon asked how the Board can validate the letter Ms. Heath is referring to since the writer of the report is not present.

Mr. Phillips stated the Board cannot validate the documentation. He stated the Board must determine if the evidence provided is competent, substantial, and relevant.

Ms. Heath stated there is already foot traffic and there will be increased foot traffic with the gas station. She also stated the experts have not mentioned the health issues related to having a gas station next to a residential property.

Ms. Blount asked if there will be surveillance equipment used to monitor the outside of the store.

Mr. Alkanshaly stated he will have a security camera system.

Ms. Blount asked if it will be covering all aspects of the property.

Mr. Alkanshaly stated it will cover all of the property and he views the cameras on his phone regularly.

Ms. Blount asked if the property will be well lit.

Mr. Alkanshaly stated the property will be well lit.

Mr. Taylor asked Ms. Heath if she is familiar with any of the gas stations that are owned by Mr. Alkanshaly.

Ms. Heath stated she is not familiar with any of his locations. She stated she is unaware of the integrity of his businesses or how clean he keeps them.

Mr. Taylor asked if she could state any negative comments about how he operates his businesses.

Ms. Heath stated she could not say anything positive either because she is unaware.

Mr. Taylor asked if she has any evidence stating that his stores have been operated in violation of the law.

Ms. Heath asked if Mr. Taylor has any evidence that he does not operate his store according to the law.

Mr. Phillips stated Ms. Heath will have an opportunity to cross examine the witnesses.

Mr. Taylor asked Ms. Heath if she is familiar with any of the gasoline equipment installed by Petroleum Equipment Service.

Ms. Heath stated she has conducted research on petroleum but not the specific equipment used by Petroleum Equipment Service. She stated she has conducted research on the omissions from gas.

Mr. Taylor asked if she has reviewed the materials that describe the particular equipment Mr. Lynch intends to install at this site.

Ms. Heath stated she has not and she is more concerned with the health that will come from the gas station.

Mr. Taylor asked if she is aware of any failures related to equipment at other locations.

Ms. Heath stated she is not familiar with the equipment but her research has shown there is always a possibility of failure.

Mr. Taylor asked if she is familiar with any failures of these particular tanks.

Ms. Heath stated she was not aware of the types of tanks that would be used so she has not researched them.

Mr. Taylor stated this documentation was posted on the City's website. He asked Ms. Blount if this is correct.

Ms. Blount stated that is correct.

Ms. Heath asked Mr. Lynch if there will be six tanks at the site.

Mr. Lynch stated they are split tanks so there will be two tanks placed in the ground.

Ms. Heath asked how large the tanks are.

Mr. Lynch stated the dimensions on the 22,000 gallon tank will be 10 foot in diameter and 41 foot long. The diesel tank and non-ethanol split will have an 8 foot diameter and will be 38 foot long.

Ms. Heath asked how many feet away will the tanks and gas pumps be from her property.

Mr. Lynch stated that is set by the City of Greenville and their engineer. He stated he is not aware of how far her property is from the commercial property.

Ms. Heath stated that his experience of installing 50 to 60 tanks does not sound like a lot of experience with the number of gas stations in the country.

Mr. Lynch stated Petroleum Equipment Service works in a centralized location in Eastern North Carolina. He stated there are other petroleum companies that are bigger with more branches.

Ms. Heath asked Mr. Nemargut how many of the 300 to 400 jobs he has done have been installed next to a residence, hospital, city park or school.

Mr. Nemargut stated the locations of convenient stores are set strictly by local jurisdiction. He also stated the tanks will be equipped with stage 1 vapor recovery so as fuel is put into the tank, the vapors pushed out are recirculated back into that compartment. He stated there are no fumes coming out of the vents and the only other opportunity for fumes to come onto her residence is when people are filling up their vehicles. He stated a surge of gasoline fumes should not happen under normal operating conditions.

Ms. Heath stated under normal operating conditions that shouldn't happen but that can't be guaranteed. She asked if he stated that the people in this area are served by municipal water.

Mr. Nemargut stated he assumed that. He stated the State of North Carolina designates a 1,000 foot radius for people at risk so if 1,000 feet of the radius around this property is served by municipal water, there should be no wells that are impacted from underground release.

Ms. Heath stated her residence is less than 500 feet from the proposed gas station and she has an open well on her property.

Mr. Nemargut stated the State of North Carolina recognizes a safe radius for open wells of 250 feet if it is being used. He stated if her well is outside of a 250 foot radius, the State would raise no concern.

Ms. Heath asked if the safe radius is 1,000 feet or 250 feet.

Mr. Nemargut stated the safe radius is 1,000 feet for people that are drinking the water and a 250 foot radius for people with open or irrigation wells.

Mr. Glenn asked Ms. Heath if her well is used primarily for irrigation.

Ms. Heath stated she is on City water but she can use her well for irrigation.

Ms. Heath asked what the fire code and safety zone is for the gas station.

Mr. Nemargut stated the facilities for above ground and underground tanks are adopted by reference from the International Fire Code. He stated there are specifications that need to be on the systems for safety. He also stated the City will have a Fire Marshall that is in charge of looking at the plans and making sure the standards are met.

Ms. Heath asked exactly how many feet it is.

Ms. Blount stated there is not representation present at the meeting to give that direct answer but the City can provide her with that information.

Mr. Nemargut stated an underground storage tank needs to be at least 10 feet away from a property line by International Fire Code standards. He asked if Ms. Heath's residence is 280 feet away from the property line for the facility.

Ms. Heath stated her residence is 280 feet from the convenience store.

Mr. Nemargut stated that is a consideration the International Fire Code has gone through in detail and have specific safe distances.

Ms. Heath asked Mr. Grant if he is in charge of installing the lights on the canopy.

Mr. Grant stated they hire a licensed electrician to install the lights.

Ms. Heath asked how tall the canopy will be.

Mr. Grant stated he hasn't seen the drawings but most canopies are about 14 feet 4 inches to the bottom of the canopy.

Ms. Heath asked how wide the canopy is.

Mr. Grant stated they generally range from 24 to 27 feet.

Ms. Heath asked what type of lighting will be used for the canopy.

Mr. Grant stated there will be a foot candle survey completed and the City has requirements for that. He stated they are generally LED lights.

Ms. Heath stated her bedroom windows are facing the property. She stated she is concerned with light trespassing onto her property.

Ms. Heath asked Mr. Alkanshaly how many of the 19 stores he owns include gasoline sales.

Mr. Alkanshaly stated 16 of his stores have gasoline sales.

Ms. Heath asked what areas the stores are located and if any of his stores are in a residential area.

Mr. Alkanshaly stated he has two stores that are located across the street from schools.

Ms. Heath asked how many feet the gas stations are from the schools.

Mr. Alkanshaly stated the gas stations are across the street from the schools and are less than 200 feet away.

Ms. Heath asked how many of his gas stations are next to residential areas.

Mr. Alkanshaly stated he has many gas stations in residential areas.

Ms. Heath stated she is concerned that having a gas station next to her residence will decrease her property value. She also asked how Mr. Alkanshaly can guarantee that her residence will be safe.

Mr. Alkanshaly stated he will have security cameras monitoring the convenient store at all times.

Mr. Taylor asked Ms. Heath if she is familiar with the fact that the total acreage owned by Mango Man, LLC is 4 acres.

Ms. Heath stated she is aware that it is 4 acres and the convenient store will be located on the corner.

Mr. Taylor stated there will be another lot between the gas station and Ms. Heath's property.

Ms. Heath stated there will be a 30 foot easement on that property.

Mr. Taylor confirmed there will be a buffer between the gas station and her property.

Ms. Heath stated that is correct. She stated there will be open space there for people to walk through.

Mr. Taylor confirmed that her property will not be directly adjacent to the gas station.

Ms. Heath stated it is still 4 acres and that she is right next to the property. She stated Mango Man cannot build

anything between her residence and the gas station.

Mr. Taylor asked if she knows that to be a law or a regulation by the City of Greenville.

Ms. Heath stated she is going by the ordinances she has read and the research she has done.

Mr. Taylor asked Ms. Blount if there is anything that would prevent further development of the lot adjacent to Ms. Heath's residence.

Ms. Blount stated as long as a future development is permitted or requires special use within the O (Office) and CN (Neighborhood Commercial) zoning districts.

Mr. Taylor asked if anything that meets that zoning criteria can be built there.

Ms. Blount stated that is correct.

Mr. Taylor stated that the proposed use is in compliance with the Future Land Use Plan and that there has not been any evidence presented that would find the proposed use in violation. He stated the development will be in compliance with the City's requirements and the development will be monitored closely.

No one else spoke in favor of the request.

No one else spoke in opposition of the request

Chairman Glenn asked for staff's recommendation.

Ms. Blount stated staff had no objection to the request with the recommended conditions.

Chairman Glenn closed the public hearing and opened up for Board discussion.

Ms. Evans stated when the Board deems a witness as an expert, it is based on the witness' education and experience. She stated they do not need to quantify the number of places in which the witness has done installations. She stated the Board considers Mr. Lynch as an expert.

Chairman Glenn read the criteria and the board's silence was a vote in favor of the criteria.

Mr. McKinnon made a motion to adopt the Finding of Facts, Ms. Evans seconded the motion and it passed unanimously. Vote: 7 to 0

Ms. Evans made a motion to approve the petition, Mr. Lilley seconded the motion and it passed. Vote: 6 to 1 with Mr. McKinnon as the one negative vote.

Mr. McKinnon made a motion to task Donald Phillips as Attorney to the Board to draft a proposed decision in order for consideration and presentation at the May 27, 2021 meeting, Mr. Purtle seconded the motion and it passed unanimously. Vote: 7 to 0

Chairman Glenn announced that Mango Man, LLC's special use permit had been granted.

NEW BUSINESS

1. PUBLIC HEARING ON A REQUEST FOR A SPECIAL USE PERMIT BY CHRIS DAVIS AND DERRICK STALNAKER

The applicants, Chris Davis and Derrick Stalnakar, desire to operate a major repair facility pursuant to Appendix A, Use (9)a. of the Greenville City Code. The proposed use is located at 307 Hooker Road. The property is further identified as being tax parcel number 33826.

Chairman Glenn confirmed and swore in three registered speakers – Chris Davis, Derrick Stalnakar, and David Evans.

Mr. McKinnon made a motion to find that Chris Davis, Derrick Stalnakar and David Evans have standing to participate in the proceeding, Mr. Lilley seconded the motion and it passed unanimously. Vote: 7 to 0

Ms. Blount delineated the area on the map. She stated that the request is located near the central portion of the city.

Zoning of Property:

CDF (Downtown Commercial Fringe)

Surrounding Zonings:

North: CDF (Downtown Commercial Fringe)
South: CDF (Downtown Commercial Fringe) and R6 (Residential)
East: CDF (Downtown Commercial Fringe)
West: CDF (Downtown Commercial Fringe)

Surrounding Developments:

North: Vacant lot
South: Plaza Auto Care
East: Greenville Noland Co.
West: Carolina Plumbing Supply and Greenville Upholstery and Refinishing

Description of Property:

The subject property is a 0.84 acres in size and has 150 feet of frontage along Hooker Road. The applicant wishes to operate an automotive accessory add-ons and retail store with car detailing and enclosed trailer sales.

Comprehensive Plan:

The property is located within the Office Institute character type as designated by the Horizon 2026 Greenville Community Plan. Although the future land use recommends office and institutional use in the area, the building is existing and is zoned commercial. Therefore, the proposed use is in general compliance.

Notice:

Notice was mailed to the adjoining property owners on April 8, 2021. Notice of the public hearing was published in the Daily Reflector on April 11 and April 18, 2021.

Related Zoning Ordinance Regulations:

Definition:

Repair; major. The following activities shall be considered major repair;

- (1) Engine overhaul or dismantling of subparts;
- (2) Body or frame repair;
- (3) Windshield or glass replacement;
- (4) Transmission, starter, alternator or other subpart rework service;
- (5) Welding or metal cutting; and
- (6) Any other repair other than minor repair.

Repair; minor. The following activities shall be considered minor repair;

- (1) Engine tune-up; changing of plugs, filters, oil, lubricants, belts, adjustments;
- (2) Change and rotate tires;
- (3) Brake services;
- (4) Electrical system services;
- (5) Radiator services;
- (6) Muffler services; and
- (7) Batter Service.

Section 9-4-86 Specific Criteria:

- (1) All wrecked or damaged motor vehicles and parts shall be screened so as not to be visible from adjoining property lines and street right-of-way.
- (2) All vehicles on the premises for repair shall be stored at the rear of the principal structure.
- (3) No vehicle shall be stored on the premises for more than 15 days.
- (4) There shall be no exterior storage of items other than vehicles.

- (5) Sale of vehicles shall be in accordance with Article B, section 9-4-22, definition of automobile, truck, recreational vehicle, motorcycle and boat sales, contained therein.
- (6) Rental or utility trailers, cars and trucks shall be permitted as accessory uses, provided that all units in excess of four shall be screened from adjoining street right-of-way and property lines in accordance with Bufferyard C or with a bufferyard of greater intensity as required by the bufferyard regulations.
- (7) Outdoor displays of products such as tires, oil, wiper blades or other similar products shall be permitted provided they are not closer than ten feet from the principal structure and shall not be more than twenty feet from the principal structure and must be outside of required bufferyards. Signage and tires displayed in conjunction with such shall be in accordance with the sign and tire storage regulations.
- (8) All services except fuel sales shall be performed within a completely enclosed building.
- (9) Tires stored outside must comply with the following standards to minimize their visual impact and reduce their potential as a public nuisance and fire hazard:
 - (a) The maximum area devoted to tire storage shall be limited to 10% of the property area or 25% of the building from which the business operates, whichever is less;
 - (b) The maximum number of tires stored outside shall not exceed 300;
 - (c) Tires must be stored behind required bufferyards and located where they are not visible from a street right-of-way or adjacent property through the installation of opaque fencing and/or landscaping or placement of tires behind buildings;
 - (d) All tires must be placed on racks in the upright position;
 - (e) There shall be a minimum separation of 20 feet between tire racks and property lines, street right-of-way, and buildings;
 - (f) Rows of tire racks shall be separated from one another by a minimum of five feet;
 - (g) The placement of tires stored outside shall be placed and maintained in accordance with this subsection (9) and the North Carolina Fire Code, as amended. The more restrictive provisions shall prevail between the NC Fire Code and tire storage standards of this section; and
 - (h) Notwithstanding the provisions related to nonconforming uses and situations contained in Article C of this chapter, the requirements contained in this subsection (9) shall be applicable to all existing and future major and minor repair facilities.

Staff Comments:

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

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 Board.

Chairman Glenn opened the public meeting.

Chris Davis, applicant, spoke in favor of the application. He stated there is a need for automotive accessories in the Greenville area.

Derrick Stalnaker, applicant, spoke in favor of the application. He stated they will have truck accessories such as running boards, headliners, and tonneau covers. He also stated they may have trailer sales in the future.

No one else spoke in favor of the request.

No one spoke in opposition of the request.

Chairman Glenn asked for staff's recommendation.

Ms. Blount stated staff had no objection to the request.

Chairman Glenn closed the public hearing and opened up for Board discussion.

No board discussion.

Chairman Glenn read the criteria and the board's silence was a vote in favor of the criteria.

Ms. Evans made a motion to adopt the Finding of Facts, Mr. Lilley seconded the motion and it passed unanimously. Vote: 7 to 0

Mr. McKinnon made a motion to approve the petition, Ms. Bellis seconded the motion and it passed unanimously. Vote: 7 to 0

Chairman Glenn announced that Chris Davis and Derrick Stalnaker's special use permit had been granted.

2. PUBLIC HEARING ON A REQUEST FOR A SPECIAL USE PERMIT BY NAGI NASSER

The applicant, Nagi Nasser, desires to operate a Tobacco Shop Class I pursuant to Appendix A, Use (10)ff. of the Greenville City Code. The proposed use is located at 713 Thomas Langston Road, Suite 103. The property is further identified as being tax parcel number 68904.

Chairman Glenn confirmed and swore in one registered speaker – Nagi Nasser

Ms. Blount delineated the area on the map. She stated that the request is located near the southern portion of the city.

Zoning of Property:

CH (Heavy Commercial)

Surrounding Zonings:

North: CG (General Commercial)
South: CH (Heavy Commercial)
East: CG (General Commercial) and CH (Heavy Commercial)
West: CH (Heavy Commercial)

Surrounding Developments:

North: Waffle House Restaurant and vacant Pizza Inn building
South: Aarons Rental Center and China Wok Restaurant
East: Walmart Neighborhood Market and vacant lot
West: Plant Fitness and Burlington

Description of Property:

The subject property is 1.92 acres in size and contains a 13,000 square foot commercial building with six units. The building currently houses two conventional restaurants and a furniture rental center. The property has approximately 66 feet of frontage along S Memorial and 381 feet of frontage along Thomas Langston. The applicant wishes to occupy a unit that is 1,400 square feet.

Comprehensive Plan:

The property is located within the Commercial character type as designated by the Horizon 2026 Plan. The proposed use is in compliance with the Future Land Use Plan which recommends commercial development for the subject property.

Notice:

Notice was mailed to the adjoining property owners on April 8, 2021. Notice of the public hearing was published in the Daily Reflector on April 11 and April 18, 2021.

Related Zoning Ordinance Regulations:

Definition:

Tobacco Shop (Class 1). An establishment that, as substantial portion of the use, entails the retail sales of tobacco products including, but not limited to, cigarettes, cigars, chewing tobacco, shisha, unformed or loose tobacco, and/or similar products. For the purpose of this definition, a substantial portion of the use is established if:

- (1) At least 20% of the establishment's floor area open and accessible to customers is used for the display and/or stocking of tobacco products as provided herein; or
- (2) At least 40% of the sign area of the establishment's on-site signage that is visible from public right-of-way advertises tobacco products as provided herein.

Specific Criteria

Section 9-4-103(BB)

Tobacco Shop (Class 1)

- (1) No tobacco shop (class 1) shall be located within a 500-foot radius of an existing or approved school. This measurement shall be made from the exterior wall of the proposed tobacco shop (class 1) to the nearest exterior wall of any existing or approved school.
- (2) No tobacco shop (class 1) shall be located within any certified redevelopment area.

Staff Recommended Conditions:

No retail sales of any smoking apparatus to include but not limited to water pipes, hookah pipes, bowls, water bongs or similar products. Existing apparatus must be removed and cannot be sold

Advertisement shall not cover more than 25% of the windows nor doors.

No loitering or outdoor activities permitted.

The establishment shall not operate or evolve into a hookah café or tobacco shop (class 2).

No smoking permitted on the premises.

Must comply with all federal, state and local laws.

Other Comments:

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

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 Board.

Mr. McKinnon asked if flashing lights are not permitted under the ordinance.

Ms. Blount stated that can be a condition the board can add. She stated that was not added as a recommended condition.

Chairman Glenn opened the public meeting.

Nagi Nasser, applicant, spoke in favor of the application. He stated he has been in this location for the past 5 years. He stated he owned a Boost Mobile store in this location but Dish Network bought Boost Mobile so he had to close. He said this is prime location for a tobacco shop and that he owns other tobacco shops located in Cary, Raleigh, Rocky Mount and Wilson. He also stated he will not be placing any flashing LED lights in the building.

Mr. Glenn asked if he is familiar and clear on the conditions read by Ms. Blount.

Mr. Nasser stated he is familiar with the difference between a Class I and Class II Tobacco Shop.

No one else spoke in favor of the request.

No one spoke in opposition of the request.

Chairman Glenn asked for staff's recommendation.

Ms. Blount stated staff had no objection to the request with the recommended conditions.

Chairman Glenn closed the public hearing and opened up for Board discussion.

Mr. Glenn stated Mr. McKinnon may discuss the concern of flashing LED lights or if he would like to make it a condition.

Mr. McKinnon stated he would like to make the flashing LED lights a condition for the application.

Chairman Glenn read the criteria and the board's silence was a vote in favor of the criteria.

Mr. McKinnon made a motion to adopt the Finding of Facts, Mr. Lilley seconded the motion and it passed unanimously. Vote: 7 to 0

Mr. McKinnon made a motion to approve the petition with the recommended conditions by the city and the additional condition that there will be no flashing or color lights, Ms. Bellis seconded the motion and it passed unanimously. Vote: 7 to 0

Chairman Glenn announced that Nagi Nasser's special use permit had been granted.

3. PUBLIC HEARING ON A REQUEST FOR A SPECIAL USE PERMIT BY CREIGHTON COMMERCIAL DEVELOPMENT

The applicant, Creighton Commercial Development, desires to operate a convenience store with gasoline sales pursuant to Appendix A, Use 10(b). of the Greenville City Code. The proposed use is located at 3750 Memorial Drive. The property is further identified as being tax parcel number 16368 and 06399.

Chairman Glenn confirmed and swore in seven registered speakers – Payton Reid, Joshua Reinke, Gary Franks, Marie Farmer, Patrick Byker, Richard Kirkland, and Al Lester.

Mr. McKinnon made a motion that the board find and conclude that Joshua Reinke is an expert in the field of Traffic Engineering, Mr. Purtle seconded the motion and it passed unanimously. Vote: 7 to 0

Mr. McKinnon made a motion that the board find and conclude that Gary Franks is an expert in the field of Civil Engineering, Mr. Landrine seconded the motion and it passed unanimously. Vote: 7 to 0

Mr. McKinnon made a motion that the board find and conclude that Richard Kirkland is a Certified Appraisal expert, Mr. Landrine seconded the motion and it passed unanimously. Vote: 7 to 0

Mr. McKinnon made a motion to find that Creighton Companies has standing to participate as a party in the proceeding and that they received the notice and consent to the meeting, Ms. Evans seconded the motion and it passed unanimously. Vote: 7 to 0

Ms. Blount delineated the area on the map. She stated that the request is located in the southern portion of the city.

Zoning of Property:

CG (General Commercial)

Surrounding Zonings:

North: CG (General Commercial)
South: CH (Heavy Commercial)
East: CH (Heavy Commercial) and CG (General Commercial)
West: CG (General Commercial)

Surrounding Developments:

North: Frontgate Shopping Center
South: Waffle House Restaurant, China Wok Restaurant, Walmart Neighborhood Market and Aaron's Rent to Own appliance store
East: Sonics Restaurant, Shine Factory Car Wash and a vacant lot
West: Frontgate Shopping Center and Lowe's Home Improvement Store

Description of Property:

The subject property is 0.91 acres in size and has approximately 300 feet of frontage along S. Memorial Drive and 286 feet of frontage along Thomas Langston Road. The property is located on a signature corridor of the city. The location is at the intersection of a residential and gateway transportation corridor. Thomas Langston Road is a minor thoroughfare (collects traffic from local access streets) and Memorial Drive is a major thoroughfare (carries traffic, one of the main arteries in the city). The property currently houses a 5,300 square foot building which was previously a two story Pizza Inn. The applicant wishes to demolish the building and build a one story, approximately 3,500 square foot convenience store with gasoline sales. The applicant has a land purchase contract to acquire the detention pond adjacent to the property.

Comprehensive Plan:

The property is located within the Mixed Use, High Intensity Commercial character type as designated by the Horizon Plan. The proposed use is in compliance with the Future Land Use Plan which recommends commercial development for the subject property.

Notice:

Notice was mailed to the adjoining property owners on April 8, 2021. Notice of the public hearing was published in the Daily Reflector on April 11 and April 18, 2021.

Related Zoning Ordinance Regulations:

Definition:

No loitering or outdoor activities permitted.

Other Comments:

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

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 Board.

Mr. Glenn asked Ms. Blount if the plat that was shown has been reviewed by City Traffic Engineering or addressed by the State.

Ms. Blount stated it is a special use permit map, not a site plan.

Mr. Glenn asked if a site plan is going to be required.

Ms. Blount stated a site plan is required as part of the recommended conditions.

Chairman Glenn opened the public meeting.

Patrick Byker, Attorney for Creighton Companies, spoke in favor of the application. He stated the proposed use for a convenience store is allowed but they are asking for fuel sales at the site.

Joshua Reinke, Traffic Engineer, spoke in favor of the application. He stated he has collected traffic data at the site drive way intersections as well as South Memorial Drive and Thomas Langston Road. He stated the study was conducted per the NCDOT and City of Greenville standards and the trip generation was done based on the Institute of Traffic Engineers method of conducting counts for site data. He stated they looked at the new trips as well as pass by trips and the new trips are relatively low, which is why they are doing a Traffic Assessment Letter instead of a Traffic Impact Analysis. There are about 58 morning trips, 74 evening trips, and the rest would be passer by trips. He stated they incorporated a right turn lane, 100 feet of storage, and an appropriate decel and taper to accommodate the expected vehicle trips for the site.

Mr. DiCesare stated there are inconsistencies with the labeling on the assessment. He stated he wants to clarify that the right turn lane is going to be on South Memorial Drive.

Mr. Reinke stated the right turn lane is going to be on South Memorial Drive and he will revise the assessment.

Mr. DiCesare stated it does not need to be revised because it was a low level assessment. He stated he will need an email noting the inconsistency and verifying that South Memorial is where the right turn lane is going to be placed.

Gary Franks, Site Civil Engineer, spoke in favor of the application. He stated the site will be designed and conform with all City and State standards as far as the lot area, dimensional standards, setbacks, parking, and stormwater. He stated the underground storage tanks will also meet all of the national standards.

Richard Kirkland, Licensed Real Estate Appraiser, spoke in favor of the application. He stated he concludes that the proposed redevelopment of the site will have no impact on adjoining property values and is a harmonious use.

Mr. McKinnon stated this a major intersection that gets a lot of traffic. He stated towards the shopping center there is the dumpster pad and towards the intersection is the back of the building. He asked if the applicant would be receptive to additional planting that would hide the back of the building which would generally be the service side.

Mr. Franks stated they would not be opposed to adding landscaping to the corner. He stated they have discussed making that area a patio for customers to sit at and they could also add vegetation to help screen the area.

Mr. McKinnon stated viewing trash cans behind the building is not the best solution.

Mr. Glenn clarified that Mr. McKinnon is saying the most visible part of the building is going to be the back of the building which faces the intersection and that he is asking what the applicant can do to mitigate that.

Mr. McKinnon stated he thinks the response from Mr. Franks is appropriate.

Ms. Evans asked how large gas trucks are going to get in and out of the area with the way the building is drawn.

Mr. Byker stated this is something they designed very carefully when they were evaluating this site.

Mr. Reinke stated the trucks would typically enter from South Memorial and exit off of Thomas Langston.

Mr. DiCesare stated that this turning template was submitted on the site plan that the traffic assessment was attached to. He stated this was reviewed and approved.

Ms. Evans asked if the trucks have to make a right turn when they exit off of Thomas Langston. She stated it is difficult for cars to make a left turn.

Mr. DiCesare stated there is no median on Thomas Langston and that the trucks can if there is a gap. He stated there is nothing being put in place to restrict them from making a left turn.

Mr. Reinke stated this would be difficult to do during peak times but typically deliveries will avoid peak times. If deliveries are made during peak times, the truck will most likely avoid making a left turn.

Mr. DiCesare stated that is what happens at all of these sites. He stated the trucks will make the left turn if they can but if they are coming out at peak times, they will make a right turn.

Ms. Evans stated this site may be more difficult because there is an existing shopping center located behind the site with pedestrian traffic.

Mr. DiCesare stated when the City and State review the traffic assessment they also look at the pedestrian traffic.

Ms. Evans stated there is BB&T ATM facing the site parking lot. She stated in order to access the ATM, people enter the side of the building and come across. The way people come across is also the way the trucks would be entering.

Mr. Franks stated the ATM is located in the shopping center parking lot and would be completely separate from the site use. He also stated if exiting to the left on Thomas Langston becomes difficult, the truck can leave the site and travel through the shopping center and exit at the stop light on West Haven Road. The truck could drive behind the Food Lion shopping center if exiting becomes difficult.

Mr. DiCesare stated looking at an aerial view, he can confirm there is a cross axis capability.

Ms. Evans stated she is aware of the back of the building where Food Lion has their delivery trucks go. She stated there are cars parked along the side and there are accidents in this area often.

Mr. Franks stated he can confirm that delivery times will be taken into account.

Mr. Glenn asked why the left turn at this site is not being addressed now, like it has at other sites in the past.

Mr. DiCesare stated there is not an accident history at this particular driveway. He stated the left turn controls that are put in are based on investigations of accidents over a three year period and this is not on that list. He stated the signal at South Memorial and Thomas Langston provides gaps for the truck to get out. The deliveries are timed so that they are not during peak hour traffic.

Mr. Glenn asked if the accident assessment falls under the City and not the State.

Mr. DiCesare stated there is a safety committee that is comprised with the City, NCDOT, ECU, and Vidant Medical. He stated the Police Department also help with the accident analysis.

Ms. Evans asked how many accidents have been recorded there.

Mr. DiCesare stated he does not know and that it has not been brought to attention that there is an accident problem there to investigate.

Ms. Evans stated there are a lot of accidents at this location.

Mr. DiCesare stated to warrant it being a high accident location, there has to be a certain amount of accidents within a three year period. He stated the higher the traffic volume on the road, the higher number of accidents can occur before it reaches a level of being unsafe. He stated they are only dealing with accidents that are reported.

Ms. Evans stated she is referring to accidents where she has seen Greenville Police Department at the scene.

Mr. DiCesare stated those accidents are recorded.

Mr. Landrine stated he is familiar with this area and he has seen many accidents at this location. He stated making a left turn presents you with the nearly blind curve on Thomas Langston and he does not believe he has ever seen large trucks make a left turn.

Mr. DiCesare stated that does not mean it is not happening. He stated they have ways to measure traffic over an entire day or week. He stated he is not saying there are not accidents at the location but no one has raised this particular driveway to be investigated.

Ms. Evans stated she would like to see data on this location.

Mr. DiCesare stated a typical study is a three year period. He stated he could provide that data.

Mr. Reinke stated the side of the road the trucks will be exiting is the better side of the curve.

Mr. DiCesare stated this driveway is on the inside of the curve, not the outside of the curve.

Mr. Landrine stated the curve is still a concern and he would be interested in seeing data on this also. He stated maybe the studies are not counting trucks making left turns.

Mr. DiCesare stated the study captures any reported accident. He stated he is going to request this data and give it to the Board at some point.

Mr. Byker stated that he would like to emphasize that the Board has heard substantial, competent, and material evidence from the expert witnesses. He stated only a Licensed Traffic Engineer can testify as to traffic safety issues and that the Board has heard this from Joshua Reinke. He also stated they are agreeable to the conditions Ms. Blount specified and the additional traffic improvement.

No one else spoke in favor of the request.

No one spoke in opposition of the request.

Chairman Glenn asked for staff's recommendation.

Ms. Blount stated staff had no objection to the request with the recommended conditions.

Chairman Glenn closed the public hearing and opened up for Board discussion.

No board discussion.

Chairman Glenn read the criteria and the board's silence was a vote in favor of the criteria.

Mr. McKinnon made a motion to adopt the Finding of Facts, Mr. Lilley seconded the motion and it passed unanimously. Vote: 7 to 0

Mr. McKinnon made a motion to approve the petition with the recommended conditions of city staff and an additional condition that enhanced landscaping be considered, Ms. Evans seconded the motion and it passed unanimously. Vote: 7 to 0

Chairman Glenn announced that Creighton Companies special use permit had been granted.

Mrs. Blount reminded the board about training scheduled for May 6, 2021 at 6:30 pm via zoom.

With no further business, Mr. McKinnon made a motion to adjourn, Ms. Evans seconded, and the motion to adjourn passed unanimously. Meeting adjourned at 9:30 p.m.

Respectfully submitted

Elizabeth Blount
Lead Planner

Special Use Permit - Board of Adjustment
May 27, 2021 6:00 p.m.
Zoom Webinar
Staff Contact: Elizabeth Blount, 252-329-4608

Date: April 26, 2021

Applicants: Mitchell Meeks & Dr. Michael Biggerstaff

Agenda #: 1 (New Business)

Request: The applicants, Mitchell Meeks and Dr. Michael Biggerstaff, desires a special use permit to operate a firearm range (indoor) pursuant to Appendix A, Use (6)k. of the Greenville City Code.

Location: The proposed use is located at 100 Staton Road. The property is further identified as being Tax Parcel Number 67638.

Zoning of Property: IU (Unoffensive Industry)

Surrounding Zoning:

North: IU (Unoffensive Industry)
South: I (Industrial)
East: IU (Unoffensive Industry)
West: IU (Unoffensive Industry) and CH (Heavy Commercial)

Surrounding Development:

North: Vacant manufacturing building
South: Greenville Radiator and Coastal AgroBusiness
East: Coastal AgroBusiness and City of Greenville Fire Station No. 4
West: Peaden's Restaurant and McDonald's

Description of Property:

The subject property is approximately 5 acres in size and contains a 4,800 square foot commercial building. The property has approximately 506 feet of frontage along Staton Road and is next to the CSX Transportation railroad system. The applicant wishes to operate an indoor shooting range and archery range and eventually build a 9,200 square foot addition.

Comprehensive Plan:

The property is located within the Industrial Logistics and a small portion in the Potential Conservation and Open Space character type as designated by the Horizon 2026 Plan. Although the future land use recommends light industrial, assembly and research uses in the area, the building is existing and is zoned for warehouse space which is conducive to open space for a range. The building is over 700 feet away from the closest residential zoning district and is compatible with nearby industrial uses. The proposed use is in general compliance.

Notice:

Notice was mailed to the adjoining property owners on May 13, 2021. Notice of the public hearing was published in the Daily Reflector on May 16 and May 23, 2021.

Staff Recommended Conditions:

All shooting activities shall only occur within a sound-controlled facility. No outdoor shooting is permitted.

Noise levels must be in compliance with the sound levels as indicated in the City of Greenville's Noise Ordinance.

No loitering or outdoor activities permitted.

Final plat shall be recorded for subdivision of the property.

Proposed use must comply with all state and federal laws and regulations regarding and maintain all required licenses, such as FFL (federal firearms license).

Other Comments:

The proposed project must meet all related NC State fire and building codes prior to occupancy.

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 Board.

BOA 21-14
Date Received 4-26-2021

**CITY OF GREENVILLE
SPECIAL USE PERMIT APPLICATION**

Applicant Name(s) Coastal Plain Shooting Academy c/o Mr. Mitchell Meeks
1603 Longwood Drive
Greenville, NC 27858

Contact Name and Mailing Address Mr. Mitchell Meeks Dr. Michael Biggerstaff
1603 Longwood Drive 3306 Countrywood Lane
Greenville, NC 27858 Greenville, NC 27858

Contact Phone Number (919) 427-5486 (252) 847-4522

Contact Phone Number (_____) _____

Contact Fax Number (_____) _____

Contact Email Address mitchell@meeksgroup.net mbiggerstaff@mac.com

Location /Street address of proposed use 100 Staton Road
Greenville, NC 27834

Tax Parcel # 67638

Proposed use Gun sales, training classes and shooting range.

The Zoning Ordinance imposes the following General Restrictions on the use requested by the applicant. Under each requirement the applicant should explain, with reference to attached plans, where applicable, how the proposed use satisfies these requirements. Answers should be supported by facts when possible.

The Board of Adjustment may grant permission for the establishment of a listed special use if the Board finds from the evidence produced after a study of the complete record that:

- (a) Conditions and Specifications. That 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, dimensional standards, setback and other location standards, off-street parking requirements, all additional specific criteria set forth for the particular use, Section 9-4-86, of Article E, and all application submission requirements.

No minimum lots size or width required.

Setbacks required and provided as follows:

25' MBL -80' actual, west side setback - 6' required 6' actual , east side setback - 6' required 6' actual, south setback -6' required 200' actual.

Parking requirements required and provided as follows:

1) Retail area (3,600 square feet at 1 space per 200 square feet of nonstorage floor area)	= 18 spaces
2) Sports recreation (1,200 square feet at 1 space per 300 square feet of nonstorage floor area)	= 4 spaces
Sports recreation (5 employees at 1 space per employee)	= 5 spaces
Total required parking spaces	= 27 spaces

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

The comprehensive plan encourages diversity of uses in order to create a sustainable community with diverse recreation opportunities with a high quality of life. The proposed shooting academy provides and indoor shooting range which presently does not exist in Pitt County as well as fire arm training classes, gun sales, ammunition sales etc.

The proposed use will also take advantage of an existing vacant building with a proposed remodel of the existing interior of the existing 4,800 square foot building as well as a proposed 9,200 square foot building addition to the site for the indoor shooting and archery range for a total development of 14,000 square feet.

- (c) **Health and Safety.** That 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 streets 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.

The proposed project has adequate ingress/egress to the site as well as adequate parking

for the proposed use. The existing Staton House Road is in good condition. Anticipated

busy times for the proposed project will be at night and on the weekends at times when Staton

Road will have very little traffic due to the fact that it is located within an industrial park area

which has very low traffic volumes outside of Monday-Friday between 7:30 AM and 5:30 PM.

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

All activities will take place within the building's interior and will not be detrimental to the public welfare or the development of the adjacent properties.

- (e) **Existing Uses Detrimental.** That the proposed use would not be adversely affected by the existing uses in the area in which it is proposed.

Surrounding uses are mainly industrial in nature and will not affect the proposed use in any way.

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

The proposed use will not injure by value or otherwise the adjacent properties. All activities will occur within the interior of the building.

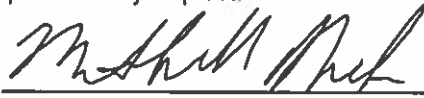
- (g) Nuisance or Hazard. That the proposed use will not constitute a nuisance or hazard. Such nuisance or hazard considerations include but are not limited to the following:

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.
3. The visual impact of the proposed use.
4. The method of operation or other physical activities of the proposed use.
5. 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.
6. The danger of fire or explosion.

Adequate parking will be provided on site. There will not be any proposed emissions from the interior of the building.

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information and belief. I authorize the City of Greenville to place a sign on the property in question, for the purpose of alerting the general public of my request.

Mr. Mitchell Meeks



5/4/21

Print Name

Signature of Applicant

Date

Dr. Michael Biggerstaff



5/4/21

Print Name

Signature of Applicant

Date

NOTE: If the person who is requesting the Board of Adjustment to take action on a particular piece of property is not the owner of the property and does not have a binding option to purchase the property, then the actual owner(s) of the land must complete this form. If the person who is requesting the Board of Adjustment to take action on a particular piece of property is the owner of the property or has a binding option to purchase the property, please disregard this form. **Attach a copy of the option to purchase if the applicant has a binding option to purchase the property.**

I /We Old Mill Properties, c/o Mr. R. Kelly Barnhill, Jr., manager am /are the owner(s) of the property located at 100 Staton Road

I /We hereby authorize Mr. Mitchell Meeks and Dr. Michael Biggerstaff

to appear by consent before the Greenville Board of Adjustment in order to ask for a special use permit to allow for the construction of an indoor shooting range, gun sales, training etc. entitled

"Coast Plains Shooting Academy".

at this location. I /We understand that the special use permit, if granted, is permanent and runs with the land unless otherwise conditioned. I /We authorize the City of Greenville to advertise and present this matter in my /our name as the owner of the property.

If there are any questions, you may contact Mr. R. Kelly Barnhill Jr. at my address, PO Box 1904, Greenville, NC 27835

or by telephone at (252) 752-4122 or (_____) _____

Respectfully yours

[Signature]
Owner

5/4/21
Date

Owner

Date

Pitt County, North Carolina

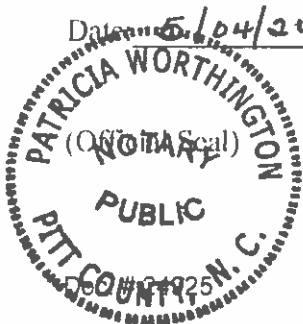
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: R. Kelly Barnhill, Jr., Manager

Date 5/04/21

[Signature]

Notary Public

My commission expires: 11-04-2022





REALTOR® North Carolina Association of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

James Mitchell Meeks or assigns

a(n) Individual ("Buyer"), and (individual or State of formation and type of entity)

Old Mill Property, LLC

a(n) NC Limited Liability Corporation ("Seller"). (individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 100 Staton Rd., Greenville, NC 27834

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) , County, consisting of acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 67638 ; and, (ii) some or all of the Property, consisting of approximately 5.59 acres, is described in Deed Book 001893 , Page No. 00619 , Pitt County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ [redacted] (b) "Purchase Price" shall mean the sum of [redacted] Dollars,

payable on the following terms: (i) "Earnest Money" shall mean [redacted] Dollars or terms as follows:

The Earnest Money shall be deposited in escrow with Lanier, King & Paysour, PLLC (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the

This form jointly approved by: North Carolina Bar Association REALTOR® North Carolina Association of REALTORS®, Inc.

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Buyer Initials [signature] Seller Initials [signature]

the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ N/A

(ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ _____ N/A

(iii) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____.

\$ _____

(iv) Cash, balance of Purchase Price, at Closing in the amount of _____ Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before _____ or June 7, 2021

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- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

June 1, 2021

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean:

Kittrell and Armstrong, LLC ("Listing Agency"),
 Debbie W. Barber ("Listing Agent" - License # 205789)
 Acting as: Seller's Agent; Dual Agent
 and Asbury Realty, LLC ("Selling Agency"),
 James Mitchell Meeks ("Selling Agent" - License # 230499)
 Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:

P.O. Box 1904, Greenville, NC 27835

e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:

1603 Longwood Dr., Greenville, NC 27858

e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 58 I-T) attached hereto and incorporated herein by reference.
- (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 58 I A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

None

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

None

Each party shall pay its own attorney's fees.

Buyer Initials Seller Initials

(d) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(d) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants, that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

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Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.



Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(d) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

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

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail,

Buyer Initials  Seller Initials 

registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management

Buyer Initials  Seller Initials 

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company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.



Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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

Buyer Initials  Seller Initials  Page 8 of 9

STANDARD FORM 580-T
Revised 7/2020
© 7/2020

BUYER:

Individual

James Mitchell Meeks
Date: 3/26/21

Date: _____

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

Individual

Date: _____

Date: _____

Business Entity

Old Mill Properties, LLC
(Name of Entity)

By: R. Kelly Baruhill, Jr.

Name: R. KELLY BARUHILL, JR.

Title: MEMBER/MANAGER

Date: 3/26/21

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

EXHIBIT B


In addition to the provisions set forth in the foregoing Agreement for Purchase and Sale of Improved Real Property attached hereto, the parties agree to the following additional terms and conditions:

1. Buyer shall not construct or cause to be constructed any building on the .35+/- acre portion of the property located directly in front of Coastal Agrobusiness, as shown on the attached map and highlighted in red, for so long as Coastal Agrobusiness owns and operates said business at said location.
2. In the event Buyer decides to sell the above described .35+/- acres, Buyer agrees to give Coastal Agrobusiness first right of refusal to purchase this portion of the property, for so long as Coastal Agrobusiness owns and operates said business at said location.
3. In the event that Buyer needs to be able to show legal possession of the property for the sole purpose of obtaining their ATF/FFL license prior to closing, Seller agrees to lease the premises to Buyer for the sum of One Dollar and No/100 (\$1.00) thru the date of closing. Said lease agreement shall be for the sole purpose of being able to show Buyers are in legal possession of the property, but shall in no way authorize Buyer to perform any renovations to the building or property, or to occupy or begin operating a business at the premises, unless it is agreed upon between both parties at the drafting of said Lease Agreement. Any and all other terms and conditions shall be agreed upon between the parties at that time.

In the event that the terms of this Exhibit and the Agreement for Purchase and Sale of Improved Real Property conflict, the terms of this Exhibit shall prevail.

This the 26 day of March, 2021.

BUYER:


James Mitchell Meeks

SELLER: Old Mill Properties, LLC

BY: J. King

ITS: MEMBER/MANAGER

DATE: 3/26/21

Buyer acknowledges that the terms set forth in this Exhibit have been reviewed and approved by their attorney, Jeremy King.



PLANNING AND DEVELOPMENT SERVICES
PLANNING DIVISION

May 13, 2021

Dear Greenville Area Property Owner:

The Planning and Development Department wishes to inform you that the regular scheduled Board of Adjustment meeting is scheduled for **Thursday, May 27, 2021 at 6 pm.** The request by Coastal Plain Shooting Academy for a special use permit to operate an indoor firearm range pursuant to Appendix A, Use (6)k. of the Greenville City Code will be heard at this meeting. The proposed use is located at 100 Staton Road. The property is further identified as being tax parcel number 67638. You are receiving this notification because your property is within 250 feet of the proposed request.

-- COVID-19 UPDATE --

PLEASE BE ADVISED THAT THE BOARD'S MAY 27, 2021 MEETING WILL BE A REMOTE MEETING CONDUCTED BY ELECTRONIC MEANS

The State of North Carolina, Pitt County and the City of Greenville have all declared States of Emergency in response to the COVID-19 virus. Because of the risks to the public that would arise from in person meetings, the City is converting this Board of Adjustment meeting to a remote electronic format.

The Board of Adjustment meeting will be broadcast and available for viewing by the public via the following methods: the City's website http://greenville.granicus.com/mediaplayer.php?publish_id=13 or the Public Access Channel 9 on television the night of the meeting. The Board of Adjustment meeting can also be listened to by telephone and instructions for doing so are posted on the City's website (<https://greenvillenc.gov>).

If you have competent and material evidence relevant to this case, you may participate in the evidentiary hearing. If you have questions about how to participate in the electronic evidentiary hearing, or if you have any issues or concerns about the electronic platform, please contact the undersigned plan reviewer as soon as possible, but no later than May 27th. Individuals who participate in the evidentiary hearing must register and provide copies of all documents, exhibits, and any other materials they wish to present at the hearing, no later than 5 p.m. on **Monday, May 24, 2021.** The registration link and additional information will be posted on the City's website (<https://greenvillenc.gov>) under the Board of Adjustment page. All participates in the evidentiary hearing must fill out the enclosed witness oath and remote meeting consent sheet in the presence of a city notary. Please call the Planning Division at 252-329-4498 to set up an appointment to fill out the forms in person or electronically via Zoom **no later than May 24th.** **PLEASE DO NOT SIGN THE FORM UNTIL YOU ARE IN THE PRESENCE OF A NOTARY FROM THE CITY.** You will need a picture ID, preferably one that has been issued by the State. You will also be sworn in and asked for your consent for a remote meeting on the night of the hearing. Enclosed is the meeting's agenda and information sheet about the Greenville Board of Adjustment.

Doc. 1147214

More information regarding the case for which you are receiving this notice can be found on the City of Greenville's website, <https://greenvillenc.gov>, on the Board of Adjustment page. Any additional documents and materials received on or after Monday, May 24th will be added to the City's website no later than Tuesday, June 1, 2021.

If you have any questions concerning this matter, please feel free to contact me.

Best Regards,

Elizabeth Blount
Planning Division, Staff Liaison for the Board of Adjustment
252-329-4608
Eblount@greenvillenc.gov

Enclosures

Doc. 1147214

FOR **PARTICIPANTS** IN THE EVIDENTIARY HEARING ONLY

**City of Greenville Board of Adjustment
Witness Oath**

You have signed-up to participate in the evidentiary hearing for agenda item number **(1 – New Business) Coastal Plain Shooting Academy** at the **May 27, 2021** meeting of the City of Greenville Board of Adjustment. All persons testifying and presenting evidence to the board in a case scheduled for evidentiary hearings must be under oath.

Please sign below to indicate that you swear or affirm that the evidence and testimony you shall give to the City of Greenville Board of Adjustment in the case or cases in which you signed-up to participate shall be the truth, the whole truth, and nothing but the truth, so help you God.

Date

Signature

**City of Greenville Board of Adjustment
Remote Meeting Consent**

You have signed-up to participate in the evidentiary hearing for agenda item number **(1 – New Business) Coastal Plain Shooting Academy** at the **May 27, 2021** meeting of the City of Greenville Board of Adjustment. All persons with standing in a case scheduled for an evidentiary hearing must consent to the case being heard remotely.

Please sign below to indicate that you consent to the City of Greenville Board of Adjustment holding a remote public hearing to consider **an indoor firearm range (case description) at 100 Staton Road (address of proposed request)**.

Date

Signature

Notary Signature Only

_____ County, North Carolina

I signed this notarial certificate for the following person(s) located in the noted county according to the emergency video notarization requirements contained in G.S. 10B-25 :

Date: _____

_____, Notary Public

My commission expires _____



PLANNING AND DEVELOPMENT SERVICES
PLANNING DIVISION

May 13, 2021

Mr. Mitchell Meeks
1603 Longwood Drive
Greenville, NC 27858

Dear Petitioner:

This is to inform you that your request for a special use permit has been scheduled for the Board of Adjustment meeting on **Thursday, May 27, 2021 at 6 pm. Please be advised that the BOARD'S MAY 27, 2021 meeting will be A REMOTE MEETING CONDUCTED BY ELECTRONIC MEANS.**

The State of North Carolina, Pitt County and the City of Greenville have all declared States of Emergency in response to the COVID-19 virus. Because of the risks to the public that would arise from in person meetings, the City is converting this Board of Adjustment meeting to a remote electronic format.

Your presence (or that of your authorized representative) is **required** at this meeting to answer any questions which may arise concerning your request. Individuals who participate in this evidentiary hearing will be **required** to register and provide copies of all documents, exhibits, and any other materials they wish to present at the hearing, **no later than 5 p.m. on Monday, May 24, 2021.** You may register on our website at www.greenvillenc.gov under the Board of Adjustment webpage or via the following link https://zoom.us/webinar/register/WN_I9aAbbjITsiyZPMhg0VbTg.

All **participates (including yourself)** in the evidentiary hearing must fill out the enclosed witness oath and remote meeting consent sheet in the presence of a city notary. Please call the Planning Division at 252-329-4498 to set up an appointment to fill out the forms in person **or** electronically via Zoom **no later than May 24th**. **PLEASE DO NOT SIGN THE FORM UNTIL YOU ARE IN THE PRESENCE OF A NOTARY FROM THE CITY.** You will need a picture ID, preferably one that has been issued by the State. You will also be sworn in and asked for your consent for a remote meeting on the night of the hearing. **Please submit applicable presentations, documents, exhibits or other material that you wish to show at this meeting, via our dropbox link <https://www.dropbox.com/request/7pkUNJK3ctlmVWouiYmf>.** All material received from participants will be posted online. **If you have any issues or concerns about the electronic platform, please contact me as soon as possible, but no later than May 24th.** Additional information will be posted on the City's website ([https://greenvillenc.gov](http://www.greenvillenc.gov)). Enclosed is the meeting's agenda and witness oath and consent. A copy of the staff findings of fact will be emailed to you the week before the meeting.

If you have any further questions, please call me at (252) 329-4608.

Sincerely,

A handwritten signature in black ink that reads 'Elizabeth Blount'. The signature is written in a cursive style with a large, looped 'B'.

Elizabeth Blount, Planner

Enclosures



PLANNING AND DEVELOPMENT SERVICES
PLANNING DIVISION

May 13, 2021

Dr. Michael Biggerstaff
3306 Countrywood Lane
Greenville, NC 27858

Dear Petitioner:

This is to inform you that your request for a special use permit has been scheduled for the Board of Adjustment meeting on **Thursday, May 27, 2021 at 6 pm**. Please be advised that the **BOARD'S MAY 27, 2021 meeting will be A REMOTE MEETING CONDUCTED BY ELECTRONIC MEANS**.

The State of North Carolina, Pitt County and the City of Greenville have all declared States of Emergency in response to the COVID-19 virus. Because of the risks to the public that would arise from in person meetings, the City is converting this Board of Adjustment meeting to a remote electronic format.

Your presence (or that of your authorized representative) is **required** at this meeting to answer any questions which may arise concerning your request. Individuals who participate in this evidentiary hearing will be **required** to **register and provide copies of all documents, exhibits, and any other materials they wish to present at the hearing, no later than 5 p.m. on Monday, May 24, 2021**. You may register on our website at www.greenvillenc.gov under the Board of Adjustment webpage or via the following link https://zoom.us/webinar/register/WN_I9aAbbjITsiyZPMhg0VbTg.

All **participates (including yourself)** in the evidentiary hearing must fill out the enclosed witness oath and remote meeting consent sheet in the presence of a city notary. Please call the Planning Division at 252-329-4498 to set up an appointment to fill out the forms in person **or** electronically via Zoom **no later than May 24th**. **PLEASE DO NOT SIGN THE FORM UNTIL YOU ARE IN THE PRESENCE OF A NOTARY FROM THE CITY**. You will need a picture ID, preferably one that has been issued by the State. You will also be sworn in and asked for your consent for a remote meeting on the night of the hearing. **Please submit applicable presentations, documents, exhibits or other material that you wish to show at this meeting, via our dropbox link <https://www.dropbox.com/request/7pkUNJK3ctlmVWouiYmf>**. All material received from participants will be posted online. **If you have any issues or concerns about the electronic platform, please contact me as soon as possible, but no later than May 24th**. Additional information will be posted on the City's website ([https://greenvillenc.gov](http://www.greenvillenc.gov)). Enclosed is the meeting's agenda and witness oath and consent. A copy of the staff findings of fact will be emailed to you the week before the meeting.

If you have any further questions, please call me at (252) 329-4608.

Sincerely,

A handwritten signature in black ink that reads 'Elizabeth Blount'.

Elizabeth Blount, Planner

Enclosures

COASTAL SHOOTING ACADEMY

OwnerName	OwnerAddress1	CityStateZip
EHJ PROPERTIES LLC	PO BOX 856	GREENVILLE NC 27835
OLD MILL PROP LLC	PO BOX 1904	GREENVILLE NC 27835
SILVER EMPIRE LLC	7120 CREEK WOOD DR	CHAPEL HILL NC 27514
TCS STORAGE LLC	PO BOX 856	GREENVILLE NC 27835



Coastal Plain Shooting Academy

Find yourself in good company®



- Tar River
- ETJ
- Subject Property
- City Limits
- Railroads



Special Use Permit - Board of Adjustment
May 27, 2021 6:00 p.m.
Zoom Webinar
Staff Contact: Elizabeth Blount, 252-329-4608

Date: April 29, 2021

Applicant: Michael Baldwin for Greenville Treatment Center

Agenda #: 4 (New Business)

Request: The applicant, Greenville Treatment Centers, desires a special use permit to operate a mental health, emotional or physical day program pursuant to Appendix A, Use (8)ff(1). of the Greenville City Code.

Location: The proposed use is located at 2070 W. Arlington Blvd. The property is further identified as being tax parcel number 59379.

Zoning of Property: MO (Medical Office)

Surrounding Zoning:

North: MO (Medical Office)
South: MO (Medical Office)
East: MO (Medical Office)
West: MO (Medical Office)

Surrounding Development:

North: Eastern Cardiology and Eastern Interventional Radiology
South: Spring Arbor of Greenville
East: Vidant Pain Management
West: National Spine & Pain Center, Carter Bank & Trust and City of Greenville Fire Station No. 2

Description of Property:

The subject parcel is 4.41 acres in size with approximately 490 feet of frontage along W. Arlington Blvd and 770 feet of frontage along Hemby Lane. The proposed building for the request is a 5,663 square foot medical office building located in the Park Place Professional Center. The applicant wishes to operate a mental health, emotional and physical rehabilitation day treatment facility for opioid treatment.

Comprehensive Plan:

The property is located within the Medical Transition character types as designated by the Horizon 2026 Greenville Community Plan. The proposed use is in compliance with the Future

Land Use Plan which recommends medical office use.

Notice:

Notice was mailed to the adjoining property owners on May 13, 2021. Notice of the public hearing was published in the Daily Reflector on May 16 and May 23, 2021.

Related Zoning Ordinance Regulations:

Definition: *Mental health, emotional or physical rehabilitation day program facility.*

(1) An establishment qualified for a license by the State of North Carolina which provides a day treatment, day activity or other extended counseling service to persons who do not reside at the establishment and who are physically disabled, mentally retarded, developmentally disabled, persons recuperating from alcohol or drug related problems, persons adjusting to society as an alternative to imprisonment, children or adolescents who are emotionally disturbed and need special educational services, and persons recuperating from mental or emotional illness, but not including mentally ill persons who are dangerous to others. Persons receiving service at the establishment may be at the facility for no longer than 18 hours within any 24-hour period.

(2) "Dangerous to others" means that within the recent past, the individual has inflicted or attempted to inflict or threatened to inflict serious bodily harm on another, or has acted in such a way as to create a substantial risk of serious bodily harm to another, or has engaged in extreme destruction of property; and that there is a reasonable probability that his conduct will be repeated. Previous episodes of dangerousness to others, when applicable, may be considered when determining reasonable probability of future dangerous conduct. Professionals or paraprofessionals providing assistance to the occupants shall be allowed in addition to the maximum occupancy.

Staff Recommended Conditions:

The facility must comply with all state and federal requirements, licensing, rules, health certifications, background checks and other requirements imposed or directed by the NC Division of Health, Human Services, Code of Federal Regulations for opioid treatment programs and any other regulatory organization.

At no time will clients of the day program facility be permitted to wait or be outside without being accompanied by a staff member of the facility to supervise and ensure proper behavior of the clients including but not limited to aggressive actions, littering, fighting, yelling, loitering or other unacceptable behavior.

Other Comments:

The proposed project shall meet all related NC State fire and building codes regulations applicable to the occupancy use.

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 Board.

BOA 21-17
Date Received 4-29-2021

**CITY OF GREENVILLE
SPECIAL USE PERMIT APPLICATION**

Applicant Name(s) Greenville Treatment Center, LLC

Contact Name and Mailing Address Michael Baldwin, Baldwin Design Consultants, PA
1700-D East Arlington Blvd
Greenville, NC 27858

Contact Phone Number (252) 756-1390

Contact Phone Number (_____) _____

Contact Fax Number (252) 321-1412

Contact Email Address mwbaldwin@baldwindesignconsultants.com

Location /Street address of proposed use 2070 W. Arlington Blvd

Tax Parcel # 59379

Proposed use Day Treatment Facility (mental health, emotional or physical rehabilitation day program facility)

The Zoning Ordinance imposes the following General Restrictions on the use requested by the applicant. Under each requirement the applicant should explain, with reference to attached plans, where applicable, how the proposed use satisfies these requirements. Answers should be supported by facts when possible.

The Board of Adjustment may grant permission for the establishment of a listed special use if the Board finds from the evidence produced after a study of the complete record that:

- (a) **Conditions and Specifications.** That 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, dimensional standards, setback and other location standards, off-street parking requirements, all additional specific criteria set forth for the particular use, Section 9-4-86, of Article E, and all application submission requirements.

The proposed use will be located in a building that has previously been approved for medical use and has met or exceeds all conditions and specifications. No changes will be made to the structure or parking area. The proposed use will occupy the entire building.

- (b) **Comprehensive Plan.** That the proposed use is in general conformity with the Comprehensive Land Use Plan of the City and its extraterritorial jurisdiction.

The Comprehensive Land Use Plan shows this area as MT (Medical Transition). The proposed use of a medical day treatment facility conforms with this plan.

- (c) **Health and Safety.** That 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 streets 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.

The proposed use will be located in a building that was previously approved for medical facilities and currently has access off W. Arlington Boulevard and Hemby Lane. As the proposed use will occupy the entire building, there will be sufficient parking as set forth in the original Site Plan approval.

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

Unit is bound on the north by medical offices, on the east by medical offices, on the south by medical offices and on the west by W. Arlington Blvd. It is my opinion that the proposed use will not be detrimental to the public welfare or to the use of adjacent properties or other neighborhood uses

- (e) **Existing Uses Detrimental.** That the proposed use would not be adversely affected by the existing uses in the area in which it is proposed.

Property is bounded as stated above (d). In my opinion the proposed use would not adversely be affected by the existing uses in the area in which it is proposed as this location is surrounded by medical uses

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

No structural changes are needed for this property. Based on the adjoining or abutting property, the proposed use will not injure, by value or otherwise, the neighborhood. The treatment center will have no overnight stays.

(g) **Nuisance or Hazard.** That 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.
3. The visual impact of the proposed use.
4. The method of operation or other physical activities of the proposed use.
5. 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.
6. The danger of fire or explosion.

The existing lot has been laid out in a manner to ensure vehicular safety. As the proposed use will occupy the entire building, no change in traffic intensity is anticipated. It is my opinion that the proposed use will not constitute a nuisance or hazard.

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information and belief. I authorize the City of Greenville to place a sign on the property in question, for the purpose of alerting the general public of my request.

Michael W Baldwin



5/3/2021

Print Name

Signature of Applicant

Date

Print Name

Signature of Applicant

Date

Revised March, 2018

NOTE: If the person who is requesting the Board of Adjustment to take action on a particular piece of property is not the owner of the property and does not have a binding option to purchase the property, then the actual owner(s) of the land must complete this form. If the person who is requesting the Board of Adjustment to take action on a particular piece of property is the owner of the property or has a binding option to purchase the property, please disregard this form. Attach a copy of the option to purchase if the applicant has a binding option to purchase the property.

I /We Greenville Treatment, LLC Macy Hamm, Member am /are the owner(s) of the property located at 2070 W. Arlington Blvd

I /We hereby authorize Michael Baldwin to appear by consent before the Greenville Board of Adjustment in order to ask for a special use permit to allow for a treatment facility

at this location. I /We understand that the special use permit, if granted, is permanent and runs with the land unless otherwise conditioned. I /We authorize the City of Greenville to advertise and present this matter in my /our name as the owner of the property.

If there are any questions, you may contact Macy Hamm at my address, 1112 Silver Oaks Court, Raleigh, NC 27523

or by telephone at (919) 656-1633 or ()

Respectfully yours,

Greenville Treatment Center, LLC by
Macy Hamm Member
Owner Date 5/3/2021

PITT County, North Carolina

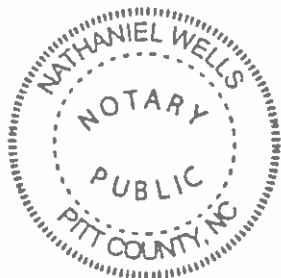
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: [Signature]

Date: 05-03-2021 NATHANIEL WELLS
Notary Public

(Official Seal)

My commission expires: 08-24-2024

Doc. # 24925



Transforming Lives



December 11, 2020

Greenville Treatment Center
104 Zebulon Court
Rocky Mount, NC 27804-2420

Dear Ms. Hamm:

Trillium Health Resources offers this letter of advocacy and support for Greenville Treatment Center in regards to the addition of an Opioid Treatment Program for Pitt County.

Trillium Health Resources supports this request and appreciates any accommodations that can be made to address and accelerate the process, as Trillium Health Resources has found a need for the addition of this facility in Pitt County.

Respectfully,

A handwritten signature in cursive script that reads "Adrienne Beatty".

Adrienne Beatty, MS LCMHC
Head of Network Development
Trillium Health Resources
Adrienne.beatty@trilliumnc.org

24-Hour Crisis Care & Service Enrollment - 877.685.2415

TrilliumHealthResources.org 3809 Shipyard Blvd, Wilmington, NC 28403-6150 366.998.2597 Fax 910.550.2653

UFAC UFAC UFAC



State of North Carolina
Department of the Secretary of State

SOSID: 2103220
Date Filed: 12/30/2020 5:47:00 PM
Effective: 1/4/2021
Elaine F. Marshall
North Carolina Secretary of State
C2020 363 00659

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Greenville Treatment Center LLC
(See Item 1 of the Instructions for appropriate entity designation)
2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both by checking all applicable boxes.) **Note: This document must be signed by all persons listed.**

Name	Business Address	Capacity
<u>Macy Melissa Hamm - 1112 Silver Oaks Court Raleigh NC, 27614-9359 United States</u>		<input checked="" type="checkbox"/> Member <input type="checkbox"/> Organizer
<u>Olivier Jean-Louis Arraou - 1112 Silver Oaks Court Raleigh NC, 27614-9359 United States</u>		<input checked="" type="checkbox"/> Member <input type="checkbox"/> Organizer
<u>_____</u>		<input type="checkbox"/> Member <input type="checkbox"/> Organizer
3. The name of the initial registered agent is: Macy Melissa Hamm
4. The street address and county of the initial registered agent office of the limited liability company is:
Number and Street 1112 Silver Oaks Court
City Raleigh State: NC Zip Code: 27614-9359 County: Wake
5. The mailing address, if different from the street address, of the initial registered agent office is:
Number and Street _____
City _____ State: NC Zip Code: _____ County: _____
6. Principal office information: (Select either a or b.)
 - a. The limited liability company has a principal office.
The principal office telephone number: (919) 656-1633
The street address and county of the principal office of the limited liability company is:
Number and Street: 1112 Silver Oaks Court
City: Raleigh State: NC Zip Code: 27614-9359 County: Wake

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: _____

City: _____ State: NC Zip Code: _____ County: _____

b. The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. **(Optional):** Listing of Company Officials (See instructions on the importance of listing the company officials in the creation document.)

Name	Title	Business Address

9. **(Optional):** Please provide a business e-mail address: Privacy Redaction
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

10. These articles will be effective upon filing, unless a future date is specified:

1/4/2021

This is the 28th day of December, 2020.

Macy Melissa Hamm

Signature

Macy Melissa Hamm Member/Organizer

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

Olivier Jean-Louis Arraou

Signature

Signature

Olivier Jean-Louis Arraou Member/Organizer

Type and Print Name and Title

Type and Print Name and Title

NOTE:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

Transforming Lives



December 11, 2020

Greenville Treatment Center
104 Zebulon Court
Rocky Mount, NC 27804-2420

Dear Ms. Hamm:

Trillium Health Resources offers this letter of advocacy and support for Greenville Treatment Center in regards to the addition of an Opioid Treatment Program for Pitt County.

Trillium Health Resources supports this request and appreciates any accommodations that can be made to address and accelerate the process, as Trillium Health Resources has found a need for the addition of this facility in Pitt County.

Respectfully,

A handwritten signature in black ink that reads "Adrienne Beatty".

Adrienne Beatty, MS LCMHC
Head of Network Development
Trillium Health Resources
Adrienne.beatty@trilliumnc.org

24-Hour Crisis Care & Service Enrollment - 877.685.2415

TrilliumHealthResources.org 3809 Shipyard Blvd., Wilmington, NC 28403-6150 866.998.2597 Fax: 910.550.2558





PLANNING AND DEVELOPMENT SERVICES
PLANNING DIVISION

May 13, 2021

Dear Greenville Area Property Owner:

The Planning and Development Department wishes to inform you that the regular scheduled Board of Adjustment meeting is scheduled for **Thursday, May 27, 2021 at 6 pm.** The request by Greenville Treatment Center to operate a mental health, emotional or physical rehabilitation pursuant to Appendix A, Use (8)ff(1). of the Greenville City Code will be heard at this meeting. The proposed use is located at 2070 W. Arlington Blvd. The property is further identified as being tax parcel number 59379. You are receiving this notification because your property is within 250 feet of the proposed request.

-- COVID-19 UPDATE --

PLEASE BE ADVISED THAT THE BOARD'S MAY 27, 2021 MEETING WILL BE A REMOTE MEETING CONDUCTED BY ELECTRONIC MEANS

The State of North Carolina, Pitt County and the City of Greenville have all declared States of Emergency in response to the COVID-19 virus. Because of the risks to the public that would arise from in person meetings, the City is converting this Board of Adjustment meeting to a remote electronic format.

The Board of Adjustment meeting will be broadcast and available for viewing by the public via the following methods: the City's website http://greenville.granicus.com/mediaplayer.php?publish_id=13 or the Public Access Channel 9 on television the night of the meeting. The Board of Adjustment meeting can also be listened to by telephone and instructions for doing so are posted on the City's website (<https://greenvillenc.gov>).

If you have competent and material evidence relevant to this case, you may participate in the evidentiary hearing. If you have questions about how to participate in the electronic evidentiary hearing, or if you have any issues or concerns about the electronic platform, please contact the undersigned plan reviewer as soon as possible, but no later than May 27th. Individuals who participate in the evidentiary hearing must register and provide copies of all documents, exhibits, and any other materials they wish to present at the hearing, no later than 5 p.m. on Monday, May 24, 2021. The registration link and additional information will be posted on the City's website (<https://greenvillenc.gov>) under the Board of Adjustment page. All participates in the evidentiary hearing must fill out the enclosed witness oath and remote meeting consent sheet in the presence of a city notary. Please call the Planning Division at 252-329-4498 to set up an appointment to fill out the forms in person or electronically via Zoom no later than May 24th. **PLEASE DO NOT SIGN THE FORM UNTIL YOU ARE IN THE PRESENCE OF A NOTARY FROM THE CITY. You will need a picture ID, preferably one that has been issued by the State. You will also be sworn in and asked for your consent for a remote meeting on the night of the hearing. Enclosed is the meeting's agenda and information sheet about the Greenville Board of Adjustment.**

Doc. 1147217

More information regarding the case for which you are receiving this notice can be found on the City of Greenville's website, <https://greenvillenc.gov>, on the Board of Adjustment page. Any additional documents and materials received on or after Monday, May 24th will be added to the City's website no later than Tuesday, June 1, 2021.

If you have any questions concerning this matter, please feel free to contact me.

Best Regards,

Elizabeth Blount
Planning Division, Staff Liaison for the Board of Adjustment
252-329-4608
Eblount@greenvillenc.gov

Enclosures

Doc. 1147217

FOR PARTICIPANTS IN THE EVIDENTIARY HEARING ONLY

**City of Greenville Board of Adjustment
Witness Oath**

You have signed-up to participate in the evidentiary hearing for agenda item number **(4 – New Business) Greenville Treatment Center, LLC** at the **May 27, 2021** meeting of the City of Greenville Board of Adjustment. All persons testifying and presenting evidence to the board in a case scheduled for evidentiary hearings must be under oath.

Please sign below to indicate that you swear or affirm that the evidence and testimony you shall give to the City of Greenville Board of Adjustment in the case or cases in which you signed-up to participate shall be the truth, the whole truth, and nothing but the truth, so help you God.

Date

Signature

**City of Greenville Board of Adjustment
Remote Meeting Consent**

You have signed-up to participate in the evidentiary hearing for agenda item number **(4 – New Business) Greenville Treatment Center, LLC** at the **May 27, 2021** meeting of the City of Greenville Board of Adjustment. All persons with standing in a case scheduled for an evidentiary hearing must consent to the case being heard remotely.

Please sign below to indicate that you consent to the City of Greenville Board of Adjustment holding a remote public hearing to consider a mental health, emotional or physical rehabilitation day program facility (case description) at 2070 W. Arlington Blvd. (address of proposed request).

Date

Signature

_____ County, North Carolina

I signed this notarial certificate for the following person(s) located in the noted county according to the emergency video notarization requirements contained in G.S. 10B-25 :

Date: _____, Notary Public

My commission expires _____



PLANNING AND DEVELOPMENT SERVICES
PLANNING DIVISION

May 13, 2021

Baldwin Design Consultants, PA
Attn: Michael Baldwin
1700-D E Arlington Blvd.
Greenville, NC 27858

Dear Petitioner:

This is to inform you that your request for a special use permit has been scheduled for the Board of Adjustment meeting on **Thursday, May 27, 2021 at 6 pm**. Please be advised that the **BOARD'S MAY 27, 2021 meeting will be A REMOTE MEETING CONDUCTED BY ELECTRONIC MEANS**.

The State of North Carolina, Pitt County and the City of Greenville have all declared States of Emergency in response to the COVID-19 virus. Because of the risks to the public that would arise from in person meetings, the City is converting this Board of Adjustment meeting to a remote electronic format.

Your presence (or that of your authorized representative) is **required** at this meeting to answer any questions which may arise concerning your request. Individuals who participate in this evidentiary hearing will be **required to register and** provide copies of all documents, exhibits, and any other materials they wish to present at the hearing, **no later than 5 p.m. on Monday, May 24, 2021**. You may register on our website at www.greenvillenc.gov under the Board of Adjustment webpage or via the following link https://zoom.us/webinar/register/WN_I9aAbbjITsiyZPMhg0VbTg.

All participants (including yourself) in the evidentiary hearing must fill out the enclosed witness oath and remote meeting consent sheet in the presence of a city notary. Please call the Planning Division at 252-329-4498 to set up an appointment to fill out the forms in person or electronically via Zoom **no later than May 24th**. **PLEASE DO NOT SIGN THE FORM UNTIL YOU ARE IN THE PRESENCE OF A NOTARY FROM THE CITY**. You will need a picture ID, preferably one that has been issued by the State. You will also be sworn in and asked for your consent for a remote meeting on the night of the hearing. **Please submit applicable presentations, documents, exhibits or other material that you wish to show at this meeting, via our dropbox link <https://www.dropbox.com/request/7pkUNJK3ctlmVWouiYmf>**. All material received from participants will be posted online. **If you have any issues or concerns about the electronic platform, please contact me as soon as possible, but no later than May 24th**. Additional information will be posted on the City's website (<https://greenvillenc.gov>). Enclosed is the meeting's agenda and witness oath and consent. A copy of the staff findings of fact will be emailed to you the week before the meeting.

If you have any further questions, please call me at (252) 329-4608.

Sincerely,

A handwritten signature in black ink that reads 'Elizabeth Blount'.

Elizabeth Blount, Planner

Enclosures

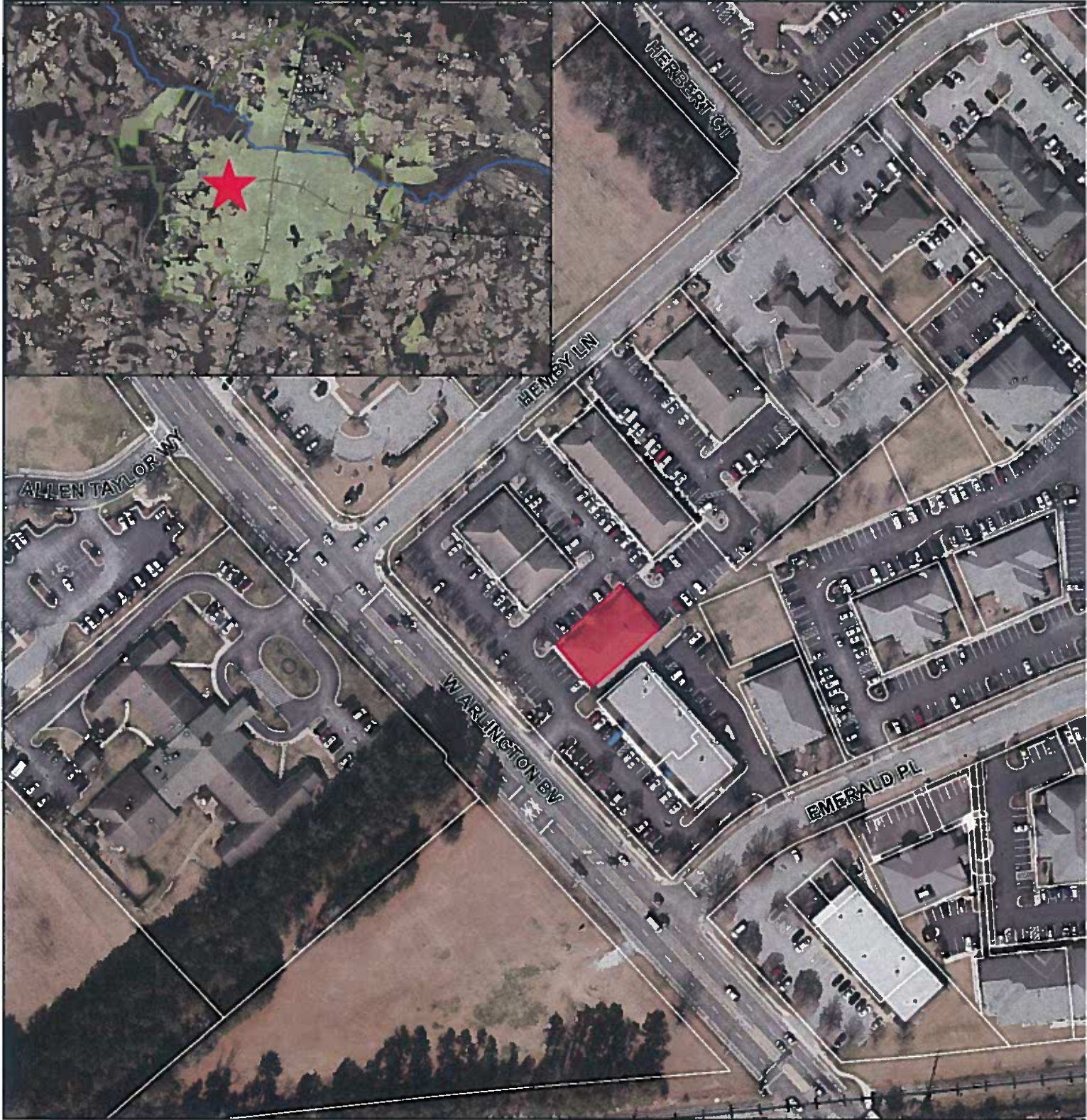
GREENVILLE TREATMENT CENTER

OwnerName	OwnerAddress1	CityStateZip
ARLINGTON BOULEVARD PROPERTIES LLC	2080-B W ARLINGTON BLVD	GREENVILLE NC 27834
EMERALD PLACE DEV PROP LLC	115 REGENCY BLVD	GREENVILLE NC 27834
EMERALD PROPERTY MANAGEMENT LLC	2470 EMERALD PL SUITE C	GREENVILLE NC 27834
GREENVILLE MEDICAL PROPERTIES LLC	PO BOX 985	MILLERS CREEK NC 28651
JAMES H HUDSON	2875 LANDING CIR	GRIMESLAND NC 27837
SALTER PATH CAMP GROUND INC	PO BOX 2323	ATLANTIC BEACH NC 28512
SPRING ARBOR GREENVILLE	800 HETHWOOD BLVD	BLACKSBURG VA 24060
TFW COMMERCIAL PROPERTIES LLC	PO BOX 573	GREENVILLE NC 27835



Find yourself in good company®

Greenville Treatment Center, LLC



 Tar River  ETJ  Subject Property
 City Limits  Railroads

0 115 230 460 Feet

