



Agenda

Greenville City Council

March 17, 2022

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

- I. Call Meeting To Order**
- II. Invocation - Mayor Pro Tem Glover**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

VII. Appointments

- 1. Appointments to Boards and Commissions

VIII. Consent Agenda

2. Resolution Approving an Exchange of Property with Ward Holdings, LLC

IX. New Business

Public Hearings

3. Ordinance to annex Barrington Fields, Section 2 involving 4.0301 acres located at the current termini of Barrington Drive and Abby Drive
4. Ordinance to annex Fieldstone, Section 2 involving 8.4128 acres located at the current termini of Sweet Bay Drive and Cedrus Drive
5. Ordinance to annex Nexus Harris Mill Apartments involving 93.87 acres located along the western right-of-way of B's BBQ Road and 368+/- feet north of MacGregor Downs Road
6. Ordinance to annex Whitehall, Phase 1 Lot 32 involving 0.66 acres located at 4405 Spring Pines Road
7. Ordinance requested by Ashton Alexander Properties, LLC et al to rezone 27.689 acres located along the eastern right-of-way of Allen Road and adjacent to Cobblestone Townhomes from RA20 (Residential-Agricultural) to R6 (Residential [High Density Multi-family])
8. Ordinance requested by Happy Trail Farms, LLC to rezone a total of 25.168 acres located along the western right-of-way of NC 43 S between Bluebill Drive and Covey Lane and adjacent to Grey Fox Run for Tract 1 – 7.640 acres from OR (Office-Residential [High Density Multi-family]) to CH (Heavy Commercial) and for Tract 2 – 17.528 acres from R6A (Residential [Medium Density Multi-family]) to R6 (Residential [High Density Multi-family])
9. Ordinance requested by Commercial & Office Centers, LLC to amend the Future Land Use and Character Map for 25 acres from Office/Institutional (O/I) and Mixed Use High Intensity (MUHI) to Residential, High Density (HDR) for the property located along the southern right-of-way of Stantonsburg Road (Hwy 264) roughly between Stantonsburg Road and Allen Road
10. Ordinance requiring the demolition and removal of the dwelling located at 1305 West Fourth Street, Tax Parcel #21925
11. Resolution and Lease Agreement for Lease of Parking Spaces at Fourth Street Parking Garage Related to Hotel Development Agreement between City and Greenville Ventures NC, LLC

Other Items of Business

12. Update on Gateway Signage

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Affordable Housing Loan Committee, Human Relations Council, Police Community Relations Committee and Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies: Nominations for Extended Vacancies "In the event there is a vacancy on a City board or commissions which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nomination and elections in Robert's Rules of Order." Under this provision, the following seats are open to nominations from the City Council: - 10 seats on the Youth Council

Fiscal Note: No direct fiscal impact

Recommendation: Make appointments to the Affordable Housing Loan Committee, Human Relations Council, Police Community Relations Committee and Youth Council.

ATTACHMENTS

 [March 2022 Appointments to Boards and Commissions.pdf](#)

Appointments to Boards and Commissions

March 2022

Affordable Housing Loan Committee

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Kevin Howard	2	1-year term	Eligible	February 2022
Martin Tanski	3	1-year term	Eligible	February 2022
Judy Wagner	4	1-year term	Eligible	February 2022
Deborah Spencer	1	Second term	Resigned	February 2023

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Olive Barrett	5	Second term	Ineligible	September 2021
James Cox	4	First term	Resigned	September 2021
Mark Rasdorf	4	First term	Resigned	September 2022

Police Community Relations Committee

Council Liaison: Council Member Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Robert Cherry Jr. <i>(Council Member Rick Smiley)</i>	4	Filling unexpired term	Ineligible	October 2021
Kevon Gainer <i>(Council Member Monica Daniels)</i>	1	Filling unexpired term	Ineligible	October 2021

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	Current Term	Reappointment Status	Expiration Date
10 spots open			

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

Applicants for Affordable Housing Loan Committee

None.

Applicants for Human Relations Council

Reginald Watson
211 Pin Oak Court
Greenville, NC 27834

District #: 5

Application 7/27/2020

Home Phone: (252) 355-3380
Business Phone: (252) 328-6684
Email: walston.tyrone@gmail.com

Rebecca Renee Houston
512 Westminster Circle
Greenville, NC 27858

District #: 4

Application 10/16/2019

Home Phone: (757) 880-7869
Business Phone:
Email: rebeccarwhouston@yahoo.com

Applicants for Police Community Relations Committee

None.

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Resolution Approving an Exchange of Property with Ward Holdings, LLC

Explanation: City staff is proposing an exchange of property whereby the City will receive a tract of land identified as parcel 08989 that is located at 1125 West Fifth Street and is owned by Taft Ward Assemblage, LLC (or Ward Holdings LLC, option purchaser, hereafter "Owner"). Parcel 08989 is approximately 0.07 acres and has an appraised value of \$13,500 based on the price paid for adjacent lots. The City currently owns two lots (Parcel 16027 and 17975) to the west of the parcel 08989 to be exchanged by the Owner.

In exchange, the City will convey a portion of a City-owned tract of land identified as tax parcel 15240, which is located at the northwestern corner of Moye Boulevard and Dickinson Avenue (2099 Dickinson Avenue). The portion of parcel 15240 is approximately 5,334 square feet of the .49 acre lot and has an appraised value of \$5,900 at approximately \$1.10/square foot.

Per the agreed-upon structure of the transaction, the City will convey tax parcel 15240 to the Owner and maintain three easements on the parcel, including two 15' electrical easements on the north and south portions of the parcel and one 30' electrical easement through the middle of the parcel. Additionally, the City will record a 5' non-access easement along Moye Boulevard.

The exchange procedure involves City Council adopting a resolution authorizing the exchange upon 10 days' public notice. On March 5, 2022, notice was published in The Daily Reflector. A public hearing is not required.

Attached is the exchange resolution requested for approval and representation of the properties to be exchanged.

Fiscal Note: City receiving the parcels indicated and no longer owning the other parcel. No additional consideration will be required from either party for this transaction as the exchange provides for full and fair consideration as required by North Carolina General Statute § 160A-271.

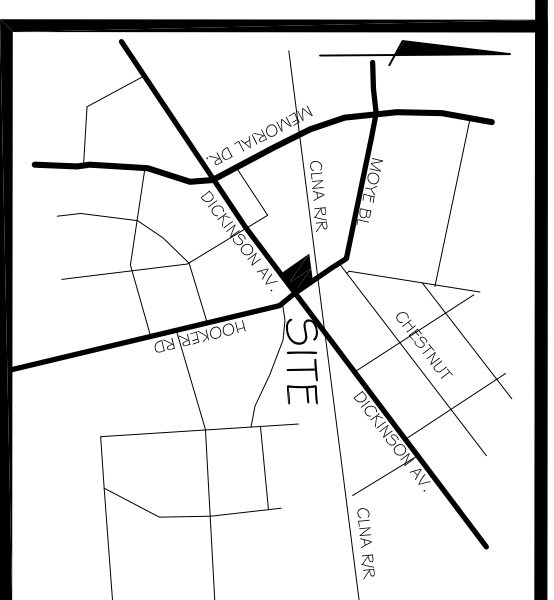
Recommendation: Staff recommends City Council adopt the resolution authorizing the exchange of property with Owner, Ward Holdings, LLC.

ATTACHMENTS

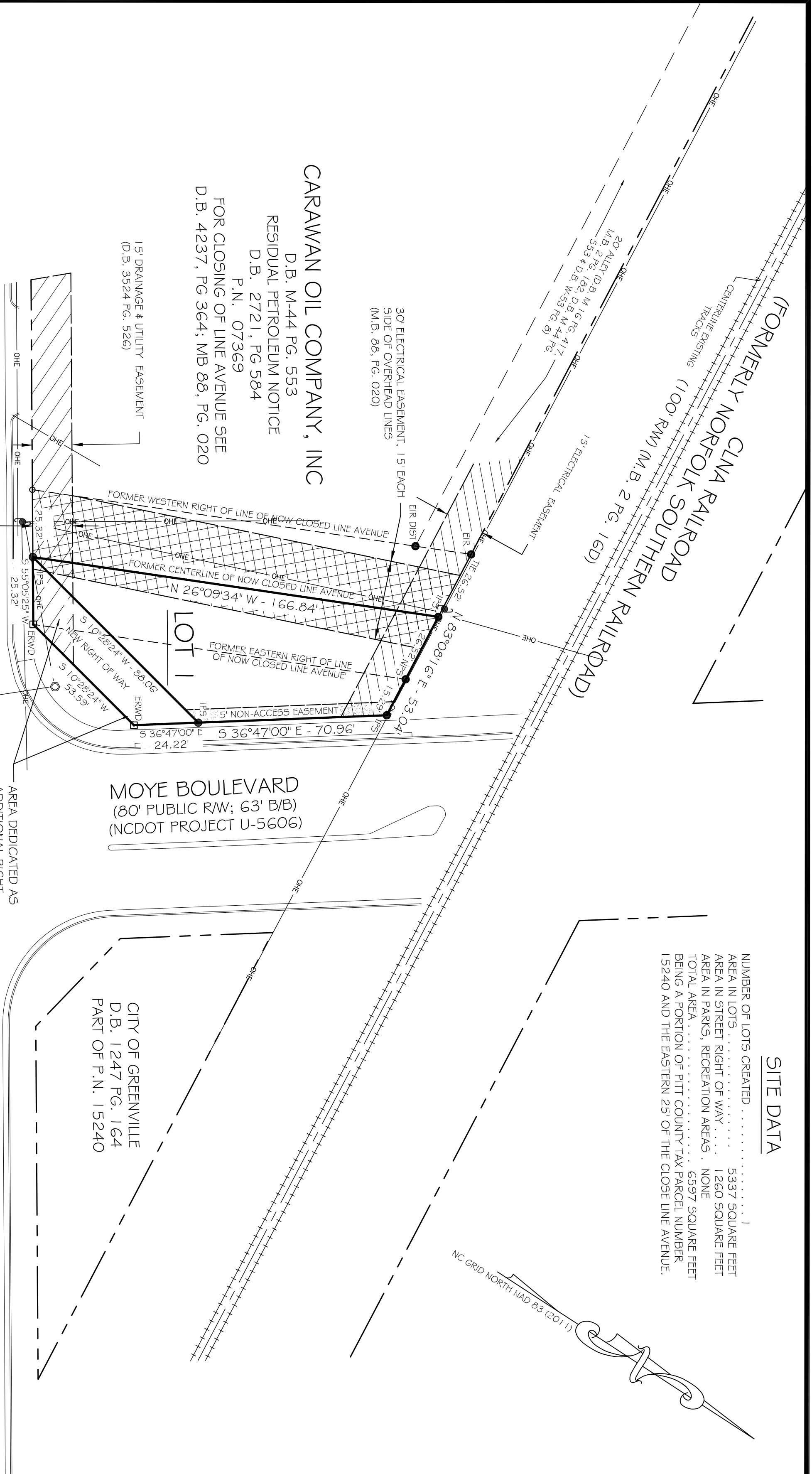
- 📁 **Line Ave Prop Final Plat Signed 3-01-22**
- 📁 **RESOLUTION APPROVING AN EXCHANGE OF PROPERTY WITH WARD HOLDINGS LLC**
- 📁 **Ward_Holdings-City_of_Greenville-Property_Exchange_Agreement**

SITE DATA

NUMBER OF LOTS CREATED	1
AREA IN LOTS	5337 SQUARE FEET
AREA IN STREET RIGHT OF WAY	1260 SQUARE FEET
AREA IN PARKS, RECREATION AREAS	NONE
TOTAL AREA	6597 SQUARE FEET
BEING A PORTION OF PITT COUNTY TAX PARCEL NUMBER 15240 AND THE EASTERN 25' OF THE CLOSE LINE AVENUE.	



- LEGEND**
- - IPS = IRON PIPE SET
 - - PGS = PARKER KALON NAIL SET
 - - EIP = EXISTING IRON PIPE
 - - ENAIL = EXISTING NAIL FOUND
 - - EIB = EXISTING IRON BAR
 - - EAI = EXISTING ANGLE IRON
 - - NPS = NO POINT SET
 - - ERWD = EXISTING NCDOT RIGHT OF WAY DISK



DICKINSON AVENUE (SR 1598)
(60' PUBLIC RW; BB VARIES)
(NCDOT PROJECT U-5606)

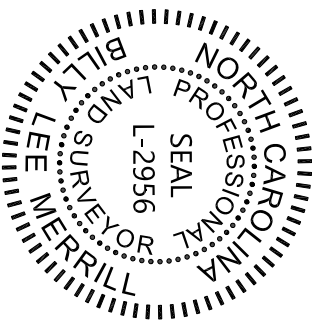
CARAWAN OIL COMPANY, INC
D.B. M-44 PG. 553
RESIDUAL PETROLEUM NOTICE
D.B. 2721, PG 584
P.N. 07369
FOR CLOSING OF LINE AVENUE SEE
D.B. 4237, PG 364; MB 88, PG. 020

MOYE BOULEVARD
(80' PUBLIC RW; 63' B/B)
(NCDOT PROJECT U-5606)

CITY OF GREENVILLE
D.B. 1247 PG. 164
PART OF P.N. 15240

GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. ALL BEARINGS ARE NC GRID. ALL DISTANCES ARE GROUND MEASUREMENTS.
3. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
4. PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720467700, DATED JULY 7, 2014.
5. NO BUILDINGS, STRUCTURE(S) OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDED BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT OR GREENVILLE UTILITIES COMMISSION.
6. REFER TO THE STREET CLOSING MAP RECORDED IN MAP BOOK 88, PAGE 020, FOR THE LOCATION OF ABANDON UNDERGROUND UTILITIES.



SURVEYORS CERTIFICATION

I, BILLY LEE MERRILL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION. I HAVE IDENTIFIED AND RECORDED IN THIS BOOK REFERENCED HEREON, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHODS IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS, AT THE CLASS "AA" ACCURACY CLASSIFICATION, (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:
 POSITIONAL ACCURACY: ± 8mm +0.5ppm RMS
 TYPE OF GPS FIELD PROCEDURE: RTK NETWORK
 DATE(S) OF SURVEY: DEC 2021
 DATUM / EPOCH: NAD83/2011.1, NAVD 88
 PUBLISHED/FIXED CONTROL MONUMENTS USED: PLANT
 GEIOD MODEL: GEIOD 12B
 COMBINED GRID FACTOR: 0.999992627
 UNITS: US SURVEY FOOT
 THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (PL 116), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 1ST DAY OF MARCH, 2022.
 SIGNED: *Billy Lee Merrill*
 PROFESSIONAL LAND SURVEYOR NO. L-2956

REVIEW OFFICER'S CERTIFICATE

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

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:

APPROVAL

THIS FINAL PLAT NO. _____ WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THIS _____ DAY OF MARCH, 2022.
 SIGNED: _____ CITY PLANNER

DEDICATION

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.
 SIGNED: _____ ATTEST: _____

SOURCE OF TITLE

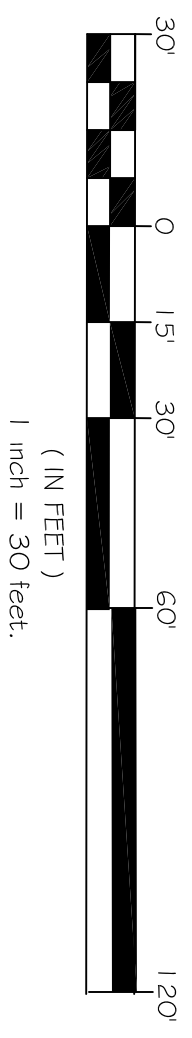
THIS IS TO CERTIFY THAT THE LAST INSTRUMENTS IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE NORTH CAROLINA ARCHIVE:

DEED BOOK	1247	PAGE	164
MAP BOOK	24	PAGE	15-D
MAP BOOK	88	PAGE	20

CITY OF GREENVILLE

OWNER: CITY OF GREENVILLE
 ADDRESS: PO BOX 7207, GREENVILLE, NC 27835
 PHONE: 252-329-4432

FINAL PLAT AND RIGHT OF WAY DEDICATION MAP
 PROPERTY OF THE CITY OF GREENVILLE
 BEING LOT 1, AND A PORTION OF LOT 2, BLOCK 1-B, HIGGS BROTHERS SUBDIVISION, M.B. 24, PAGE 15-D, AND ½ OF NOW CLOSED LINE AVENUE, M.B. 88, PG. 020, GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA



Greenville
 NORTH CAROLINA
 ENGINEERING (252) 329-4467
 1500 BEATTY STREET
 GREENVILLE NC 27834

SURVEYED: BLM	APPROVED: LK
DRAWN: BLM	DATE: 03-01-2022
CHECKED: TW	SCALE: 1" = 30'

NC REGISTRATION NO. L-2956

RESOLUTION NO. - 22
RESOLUTION APPROVING AN EXCHANGE OF
PROPERTY WITH WARD HOLDINGS, LLC

WHEREAS, the City owns a tract of land which is approximately 0.49 acres, and the northwestern portion located at Moye Boulevard and Dickinson Avenue is approximately 5,334 square feet (Tax Parcel 15240), and shown in the attached plat map;

WHEREAS, Taft Ward Assemblage, LLC (or Ward Holdings, LLC, option purchaser, hereafter "Owner") owns a 0.07 acre tract of land (Tax Parcel 08989) and further identified as recorded in Deed Book 3463, Page 575;

WHEREAS, the City (through its City Council) wishes to exchange the northwestern portion of parcel 15240 located at Moye Boulevard and Dickinson Avenue which is approximately 5,334 square feet with Owner for Parcel 08989 in its entirety as described in the preceding provision;

WHEREAS, public notice of the intent of the City Council to authorize an exchange of real property at a regular meeting was published as required by law;

WHEREAS, the City Council has determined that the City of Greenville will receive a full and fair consideration for its property in the exchange; and

WHEREAS, N. C. Gen. Stat. § 160A-271 authorizes the exchange of real property by the City of Greenville;

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

1. The exchange of property by and between the City of Greenville and Owner (Ward Holdings, LLC) is hereby approved, said exchange involving the City conveying a portion of parcel 15240, which is approximately 5,334 square feet of the .49 acre lot located on 2099 Dickinson Avenue and having a value of approximately \$5,900 in exchange for Tax Parcel 08989 which is approximately 0.07 acres and located on 1125 West Fifth Street and having a value of approximately \$13,500.
2. Either the Mayor or City Manager is authorized to execute all required contracts and instruments for the above described exchange of properties including but not limited to the deed, exchange agreement and any other contracts or instruments related to or necessary to effectuate this transaction.

This the 17th day of March, 2022.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**NORTH CAROLINA
PITT COUNTY**

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (“Agreement”) is made as of March ____, 2022 by and between **CITY OF GREENVILLE**, a body politic and corporate organized under the laws of the State of North Carolina (“City”), whose address is 200 West Fifth Street, Greenville, NC 27835 and **WARD HOLDINGS, LLC**, a North Carolina limited liability company (“Ward Holdings”), whose address is 503 Chesapeake Place, Greenville, NC 27858, who for valuable consideration received, agree as follows. This Agreement is effective upon the date first written above (“Effective Date”).

WHEREAS, the City is the owner of that certain real property located in the northwest quadrant of the intersection of Moye Boulevard and Dickinson Avenue, and containing approximately 5,334 square feet as shown on the map attached hereto as **Exhibit A** and incorporated herein by reference (the “City Property”);

WHEREAS, Ward Holdings is the owner of that certain real property located at 1125 W. Fifth Street, Greenville, NC, and being more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the “Ward Holdings Property”);

WHEREAS, in order to promote development in the community and use the properties in the most efficient and effective manner, Ward Holdings and the City desire to exchange ownership of the hereinabove described parcels in accordance with the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions herein set forth and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Property Exchange.** The City hereby agrees to convey and Ward Holdings hereby agrees to accept all of the City’s right, title and interest in the City Property. Ward Holdings hereby agrees to convey and the City hereby agrees to accept all of Ward Holdings’ right, title and interest in the Ward Holdings Property.

2. **Consideration.** The City and Ward Holdings acknowledge and agree that the value of the property being conveyed to the City is greater than the value of the property being conveyed by the City, and therefore, the exchange of the parcels, is full and fair consideration for the parcels each shall convey.

3. **Title.**

(a) **Ward Holdings Property.** At Closing, Ward Holdings shall convey to the City fee simple title to the Ward Holdings Property by special warranty deed, free and clear of defects or encumbrances, except for any encumbrances permitted by the City as further described on **Exhibit C**

attached hereto and incorporated by reference. Ward Holdings shall satisfy at Closing any lien or unpaid delinquent taxes, deeds of trust, contractor's or materialmen's liens and any other liens that encumber the Ward Holdings Property, except the lien of property taxes for the year of Closing, which shall be prorated at Closing.

- (b) **City Property.** At Closing, the City shall convey to Ward Holdings fee simple title to the City Property by special warranty deed, free and clear of defects or encumbrances, except for any encumbrances permitted by the Ward Holdings as further described on **Exhibit D** attached hereto and incorporated by reference.. The City shall satisfy at Closing any lien or unpaid delinquent taxes, deeds of trust, contractor's or materialmen's liens and any other liens that encumber the City Property, except the lien of property taxes for the year of Closing, which shall be prorated at Closing.

4. **Closing Documents.**

- (a) **City's Delivery.** At Closing, the City shall deliver to Ward Holdings the following:
 - (i) An executed special warranty deed conveying the City Property to Ward Holdings.
 - (ii) An executed affidavit regarding liens establishing that there are no lien claims of mechanics, laborers and materialmen on the City Property.
 - (iii) An executed settlement statement.
 - (iv) An executed Non-foreign Affidavit.
 - (v) Evidence of the City's authority to complete the transaction contemplated herein.
- (b) **Ward Holdings' Delivery.** At Closing, the Ward Holdings shall deliver to City the following:
 - (i) An executed special warranty deed conveying the Ward Holdings Property to the City.
 - (ii) An executed affidavit regarding liens establishing that there are no lien claims of mechanics, laborers and materialmen on the Ward Holdings Property.
 - (iii) An executed settlement statement.
 - (iv) An executed Non-foreign Affidavit.
 - (v) Evidence of Ward Holdings' authority to complete the transaction contemplated herein.

5. **Closing and Closing Date.** The Closing shall be on or before March 31, 2022 unless extended in writing by the parties. Grantees shall be entitled to possession at Closing.

6. **Representations, Warranties and Covenants of the City.**

- (a) The City represents, warrants and agrees that:

- (i) To the best of the City's knowledge, the City has not received any written notice from any governmental body having jurisdiction asserting the existence of any violations of any applicable laws with respect to the City Property; and
 - (ii) The City has good and marketable title to the City Property and the right to convey same consistent with the terms of this Agreement; and
 - (iii) The City represents and warrants that, to the City's knowledge, as of the Execution Date that the City Property is free of known or identified Hazardous Materials, no Hazardous Materials have ever been produced or disposed upon the City Property, no Release has occurred on the City Property and Hazardous Materials have not migrated to City Property; the City Property is in compliance with all Environmental Laws; the City Property is not subject to any Environmental Liability, threatened Environmental Liability or alleged Environmental Liability; and the City has not received notice of any violation of Environmental Laws affecting the City Property.
- (b) The City shall:
- (i) Promptly deliver to Ward Holdings copies of any notice received by the City after the Effective Date regarding all actions, suits, and other proceedings affecting the City Property, or the use, possession or occupancy thereof which may adversely affect Ward Holdings or the City Property; and
 - (ii) Promptly deliver to Ward Holdings copies of notices received by the City after the Effective Date of releases of toxic substances or any actual contamination of the City Property or any portion thereof given by or on behalf of any Federal, state or local agency.

7. **Representations, Warranties and Covenants of Ward Holdings.**

- (a) Ward Holdings represents, warrants and agrees that:
- (i) To the best of Ward Holdings' knowledge, Ward Holdings has not received any written notice from any governmental body having jurisdiction asserting the existence of any violations of any applicable laws with respect to the Ward Holdings Property; and
 - (ii) Ward Holdings has good and marketable title to the Ward Holdings Property and the right to convey same consistent with the terms of this Agreement; and
 - (iii) Ward Holdings represents and warrants that, to Ward Holdings' knowledge, as of the Execution Date that the Ward Holdings Property is free of known or identified Hazardous Materials, no Hazardous Materials have ever been produced or disposed upon the Ward

Holdings Property, no Release has occurred on the Ward Holdings Property and Hazardous Materials have not migrated to the Ward Holdings Property; the Ward Holdings Property is in compliance with all Environmental Laws; the Ward Holdings Property is not subject to any Environmental Liability, threatened Environmental Liability or alleged Environmental Liability; and Ward Holdings has not received notice of any violation of Environmental Laws affecting the Ward Holdings Property.

(b) Ward Holdings shall:

- (i) Promptly deliver to the City copies of any notice received by Ward Holdings after the Effective Date regarding all actions, suits, and other proceedings affecting the Ward Holdings Property, or the use, possession or occupancy thereof which may adversely affect the City or the Ward Holdings Property; and
- (ii) Promptly deliver to the City copies of notices received by Ward Holdings after the Effective Date of releases of toxic substances or any actual contamination of the Ward Holdings Property or any portion thereof given by or on behalf of any Federal, state or local agency.

8. **Taxes, Closing Costs, Etc.** Taxes and assessments for the current calendar year shall be prorated at Closing. All costs associated with the conveyance of the Lots and closing of this transaction shall be paid as is customary in commercial transactions. Any cost and/or fees incurred by the City or Ward Holdings in executing this Agreement shall be borne by the respective party incurring such cost and/or fee. Each party shall pay their own respective attorney fees.

9. **Oral Agreements and Representations.** This Agreement represents the final and complete expression of the parties hereto with respect to the subject matter hereof. There are no oral or other agreements, including but not limited to any representations or warranties, which modify or affect this Agreement.

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

11. **Brokers.** The City and Ward Holdings each represent to the other that they have not dealt with any real estate broker in connection with the negotiations leading to this Agreement.

12. **Counterparts/Facsimile.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile signature to this Agreement and to any amendments thereto may be deemed an original and all purposes.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

CITY OF GREENVILLE

By: _____
Print Name:
Title:

WARD HOLDINGS, LLC

By: _____
James H. Ward, III, Manager

Exhibit A

See attached map of the City Property

Exhibit B

Ward Holdings Property

1125 W. 5TH Street (Pitt County Tax Parcel No. 08989):

Lying and being situate on the West side of the Town of Greenville, North Carolina, beginning at an iron stake on the South side of Falkland Sandclay Road, the northwest corner of John Diggins lots, and running South with John Diggins western line about 120 feet to his Southwest corner, an iron stake, thence with the Nathaniel Line 42 feet to an iron stake, the southeast corner of Lot No. 3 and thence North with the line of Lot No. 3 to an iron stake on the south side of said road, thence an easterly course with the road 42 feet to the beginning, being all of Lot No. 4 in Block "A" on a plat of Lilly Cherry Land, containing about one-fifth of an acres, more or less.

Exhibit C

Permitted Encumbrances on City Property

1. Taxes or assessments for the year 2022, not yet due and payable.
2. Easements retained by the City of Greenville as follows:
 - (a) two 15' electrical easements on the north and south portions of the parcel;
 - (b) one 30' electrical easement through the middle of the parcel; and
 - (c) a 5' non-access easement along Moye Blvd.

Exhibit D

Permitted Encumbrances on Ward Holdings Property

1. Taxes or assessments for the year 2022, not yet due and payable.
2. General consumer utility right(s) of way and easements of record.



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Ordinance to annex Barrington Fields, Section 2 involving 4.0301 acres located at the current termini of Barrington Drive and Abby Drive

Explanation: A. SCHEDULE

1. Advertising date: March 5, 2022
2. City Council public hearing date: March 17, 2022
3. Effective date: March 17, 2022

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 4.0301
4. Voting District: 2
5. Township: Arthur
6. Zoning: R96 (Residential - Single-Family)
7. Existing land use: Vacant
8. Anticipated land use: 8 single-family lots
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	8 x 2.18*	17
Current minority	0	0
Estimated minority at full development	17 x 43.4%	7
Current white	0	0
Estimated white at full development	17 - 7	10

* Source: Census.gov

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 5 (3.1 miles)
12. Present tax value: \$135,200
13. Estimated tax value: \$2,500,000

Fiscal Note: The total estimated tax value at full development is \$2,500,000.

Recommendation: Approve the attached ordinance to annex Barrington Fields, Section 2

ATTACHMENTS

-  [Ordinance_-_Barrington_Fields_S_2.pdf](#)
-  [Barringtonsurvey.pdf](#)

ORDINANCE NO. 22-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 17th day of March, 2022, after due notice by publication in The Daily Reflector on the 5th day of March, 2022; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled “Barrington Field, Section 2”, involving 4.0301 acres prepared by Stroud Engineering, P. A.

LOCATION: Situate in Arthur Township, Pitt County, North Carolina, located at the current termini of Barrington Drive and Abby Drive.

GENERAL DESCRIPTION:

Lying and being in Arthur Township, Pitt County, North Carolina, lying southeast of US Highway 13 Dickinson Avenue, north of Davenport Farm Road, and west of Frog Level Road and beginning at a point on the northwestern right-of-way of Barrington Drive, the southernmost corner of Lot 27, Barrington Fields, Section 1 (Map Book 65, Page 134), the “True Point of Beginning”.

Thence from the “True Point of Beginning”, continuing along the northwestern right-of-way of Barrington Drive, with a curve to the left having a radius of 150.00’ and a chord bearing of S08-04-35W – 86.01’, thence crossing Barrington Drive N81-25-00E – 50.00’ to a point on the eastern right-of-way of Barrington Drive, thence along Barrington Drive S08-35-00E – 24.69’ to the southwest corner of Lot 77, Barrington Fields, Section 1 (Map Book 65, Page 134), thence

leaving the eastern right-of-way of Barrington Drive and following the boundary of Barrington Fields, Section 1 (Map Book 65, Page 134) the following calls: N81-25-00E – 185.51’, thence S33-09-22E – 164.42’, thence N82-13-22W – 40.00’, thence S07-46-38W – 140.00’ to a point on the northern right-of-way of Abby Drive, the southwest corner of Lot 71, Barrington Fields, Section 1, thence along the northern right-of-way of Abby Drive N82-13-22W – 27.72’, thence crossing Abby Drive and continuing along the boundary of Barrington Fields, Section 1 S07-46-38W – 190.00’ to the southwest corner of Lot 67, Barrington Fields, Section 1, thence leaving the Section 1 boundary and crossing the lands of Rocky Russell Development, LLC (Deed Book 3627, Page 35) N82-13-22W – 298.02’ to a point in the eastern line of Donald C. Southerland, Parcel Number 07096, Deed Book 3908, Page 749, thence along the Southerland eastern line N08-35-00W – 455.00’ to the southeast corner of John Baxter Richardson property, Parcel Number 13788, thence with the Richardson line N02-11-58W – 115.73’ to a corner of Lot 27, Barrington Fields, Section 1, thence along the southern line of Lot 27 S65-15-50E – 181.65’ to the True Point of Beginning, containing 4.0301 Acres and being a portion of Parcel Number 22728 as filed with the Pitt County Tax Assessor’s Office.

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

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Section 5. This annexation shall take effect from and after the 17th day of March, 2022.

ADOPTED this 17th day of March, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

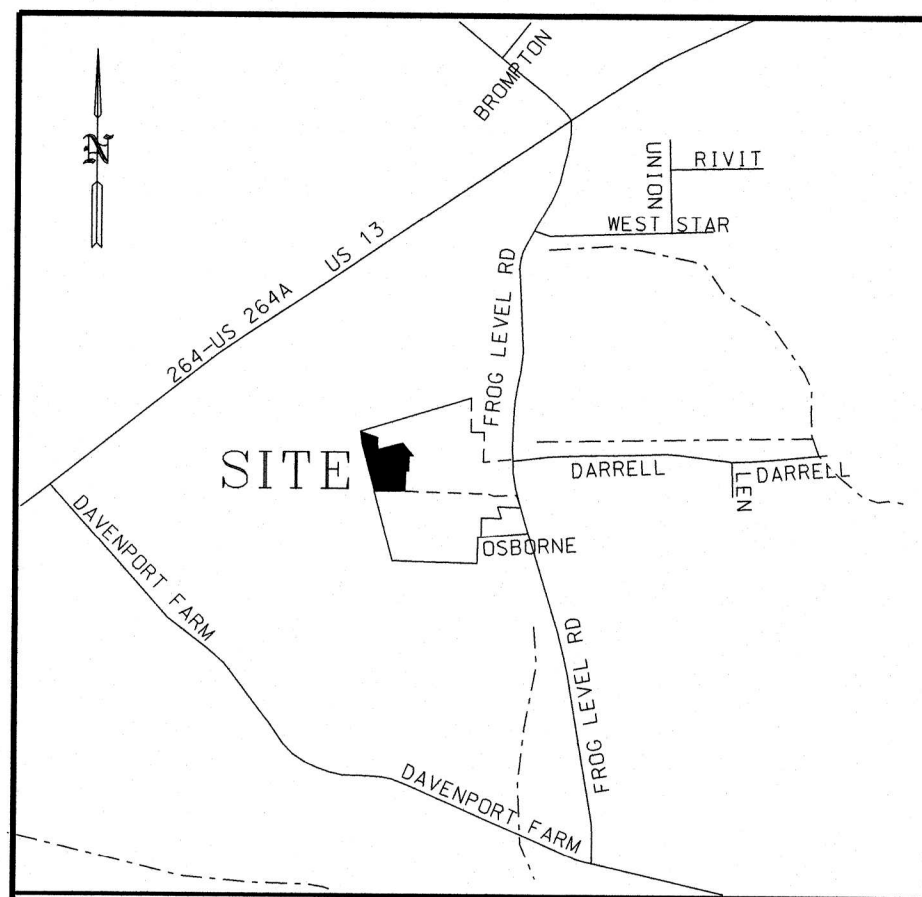
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing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

WITNESS my hand and official seal this ____th day of _____, 2022.

Notary Public

My Commission Expires: _____

1160524



VICINITY MAP
SCALE: 1" = 1000' +/-

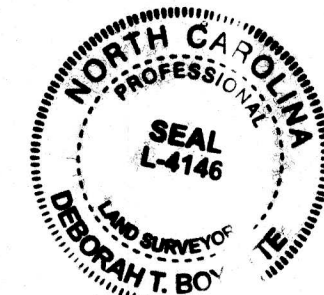
PN 13788
JOHN BAXTER
RICHARDSON
EST FILE 2021E,
SLIDE 406

PN 07096
DONALD C.
SOUTHERLAND
DB 3908, PG 749
DB K52, PG 175

A PORTION OF PN 22728
ROCKY RUSSELL
DEVELOPMENT, LLC
DB 3627, PG 35
MB 61, PG 191
4.0301 AC.

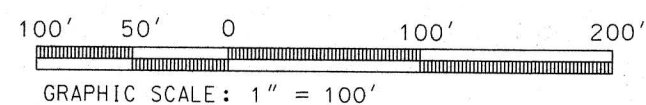
REMAINDER OF PN 22728
ROCKY RUSSELL
DEVELOPMENT, LLC
DB 3627, PG 35
MB 61, PG 191

THIS MAP IS EXEMPT FROM GS 47-30
REQUIREMENTS PER GS 47-30 (j) WHICH
STATES:
"THE PROVISIONS OF THIS SECTION
SHALL NOT APPLY TO BOUNDARY PLATS OF
STATE LINES, COUNTY LINES, AREAS ANNEXED
BY MUNICIPALITIES, NOR TO PLATS OF
MUNICIPAL BOUNDARIES, WHETHER OR NOT
REQUIRED BY LAW TO BE RECORDED".



LEGEND:

- NEW CITY LIMIT LINE
- OLD CITY LIMIT LINE
- EXISTING CITY LIMIT LINE



A PORTION OF PN 22728
BEING A PORTION OF THE PROPERTY RECORDED IN
DEED BOOK 3627, PAGE 35 AND MAP BOOK 61, PAGE 191
OF THE PITT COUNTY REGISTRY

SHEET 1 OF 1

BARRINGTON FIELDS
SECTION 2

OWNER: ROCKY RUSSELL DEVELOPMENT, LLC
106 REGENCY BOULEVARD, SUITE B
GREENVILLE, NC 27834
(252) 355-7812

STROUD ENGINEERING, P.A.
LICENSE NO. C-0647
107-B COMMERCE ST.
GREENVILLE, NC 27858
(252) 756-9352

SURVEYED: DE APPROVED: DTB
DRAWN: RM DATE: 01/20/22
CHECKED: DTB SCALE: 1" = 100'

MAP NO.

MAPS RECORDED

BOOK

PAGE

MAP SHOWING AREA ANNEXED BY

THE CITY OF GREENVILLE

DATE

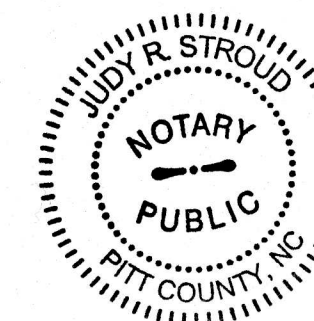
ORDINANCE NO.

4.0301 AC.
AREA

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

WITNESS MY HAND AND SEAL THIS 24th
DAY OF JANUARY, 2022

SIGNED Deborah T. Boyette
PROFESSIONAL LAND SURVEYOR L-4146



NORTH CAROLINA, Pitt COUNTY
I, Judy R. Stroud, NOTARY
PUBLIC OF THE COUNTY AND STATE
AFORESAID, CERTIFY THAT Deborah
T. Boyette, A REGISTERED LAND
SURVEYOR, PERSONALLY APPEARED BEFORE
ME THIS DAY AN ACKNOWLEDGED THE
EXECUTION OF THE FOREGOING INSTRUMENT.
WITNESS MY HAND AND OFFICIAL STAMP OR
SEAL THIS 24th DAY OF January, 2022
NOTARY PUBLIC Judy R. Stroud
MY COMMISSION EXPIRES 2/22/2025



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Ordinance to annex Fieldstone, Section 2 involving 8.4128 acres located at the current termini of Sweet Bay Drive and Cedrus Drive

Explanation: A. SCHEDULE

1. Advertising date: March 5, 2022
2. City Council public hearing date: March 17, 2022
3. Effective date: March 17, 2022

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 8.4128
4. Voting District: 2
5. Township: Arthur
6. Zoning: R6 (Residential)
7. Existing land use: Vacant
8. Anticipated land use: 26 lots (52 duplex units)
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	52 x 2.18*	113
Current minority	0	0
Estimated minority at full development	113 x 43.4%*	49
Current white	0	0
Estimated white at full development	113 - 49	64

*Source: Census.gov

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 5 (2.3 miles)
12. Present tax value: \$183,310
13. Estimated tax value: \$8,000,000

Fiscal Note: The total estimated tax value at full development is \$8,000,000.

Recommendation: Approve the attached ordinance to annex Fieldstone, Section 2

ATTACHMENTS

-  [Ordinance_-_Fieldstone_S_2.pdf](#)
-  [Fieldstonesurvey.pdf](#)

ORDINANCE NO. 22-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 17th day of March, 2022, after due notice by publication in The Daily Reflector on the 5th day of March, 2022; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled "Fieldstone, Section 2", involving 8.4128 acres prepared by Stroud Engineering, P. A.

LOCATION: Situate in Arthur Township, Pitt County, North Carolina, located at the current termini of Sweet Bay Drive and Cedrus Drive.

GENERAL DESCRIPTION:

Lying and being in Arthur Township, Pitt County, North Carolina, lying north of Dickinson Avenue, west of Allen Road and south of Teakwood Drive, and being more particularly described as follows:

Beginning at a point on the northern right-of-way of Sweet Bay Drive, said point being the southwest corner of Lot 147A, Fieldstone @ Landover, Section One as recorded in Map Book 72, Pages 93-96 of the Pitt County Registry, the True Point of Beginning.

Thence from the True Point of Beginning, leaving the boundary of Lot 147A and following the northern right-of-way of Sweet Bay Drive S 89°55'17" W - 22.58 feet to the end of Sweet Bay Drive, thence crossing Sweet Bay Drive and following the external boundary of Fieldstone @

Landover, Section One the following calls: S 00°35'05" W - 50.00 feet, thence N 89°24'55" W - 1.28 feet, thence S 00°35'05" W - 110.00 feet to the southwest corner of Lot 165B, Fieldstone @ Landover, Section One, thence along the southern boundary of Fieldstone @ Landover, Section One the following calls: S 89°24'55" E - 73.35 feet, thence N 83°19'03" E - 130.25 feet, thence N 86°04'03" E - 179.95 feet to the western right-of-way of Cedrus Drive, thence around the platted right-of-way of Cedrus Drive S03°55'57" E - 160.00 feet, thence N 86°04'03" E - 50.00 feet, thence N 03°55'57" W - 160.00 feet to the southwest corner of Lot 169B, thence continuing along the southern boundary of Fieldstone @ Landover, Section One N 86°04'03" E - 182.72 feet, thence N 79°18'38" E - 180.91 feet, thence N 79°18'38" E - 97.10 feet, thence N 87°48'20" E - 65.87 feet, thence N 87°48'20" E - 12.48 feet, thence leaving the southern line of Fieldstone @ Landover, Section One and following the western line of Green Estates, LLC (Deed Book 4117, Page 700), S 02°11'40" E - 109.92 feet, thence S 87°48'20" W - 14.27 feet, thence S 02°11'40" E - 221.28 feet to the northern line of Rocky Russell Development, LLC (Deed Book 3871, Page 449), thence along that northern line S 86°13'46" W - 266.22 feet, thence N 86°52'03" W - 618.50 feet, thence N 00°35'05" E - 35.09 feet, thence N 89°24'55" W - 325.00 feet, thence along the eastern line of Pitt Land Development, LLC (Deed Book 1750, Page 47), N 00°35'05" E - 452.01 feet to the southern line of Rocky Russell Development, LLC (Deed Book 2399, Page 285), thence S 89°24'55" E - 263.00 feet to the northwest corner of Lot 147A, Fieldstone @ Landover, Section One (Map Book 72, Pages 93-96), thence along the western line of Lot 147A, S 00°44'32" E - 109.77 feet to the True Point of Beginning, containing 8.4128 Acres and being Parcel Number 86011 as filed with the Pitt County Tax Assessor's Office.

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

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Section 5. This annexation shall take effect from and after the 17th day of March, 2022.

ADOPTED this 17th day of March, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal this ____th day of _____, 2022.

Notary Public

My Commission Expires: _____

1160526



PN 76140
ROCKY RUSSELL DEVELOPMENT, LLC
 DB 2399, PG 285
 MB 3, PG 205

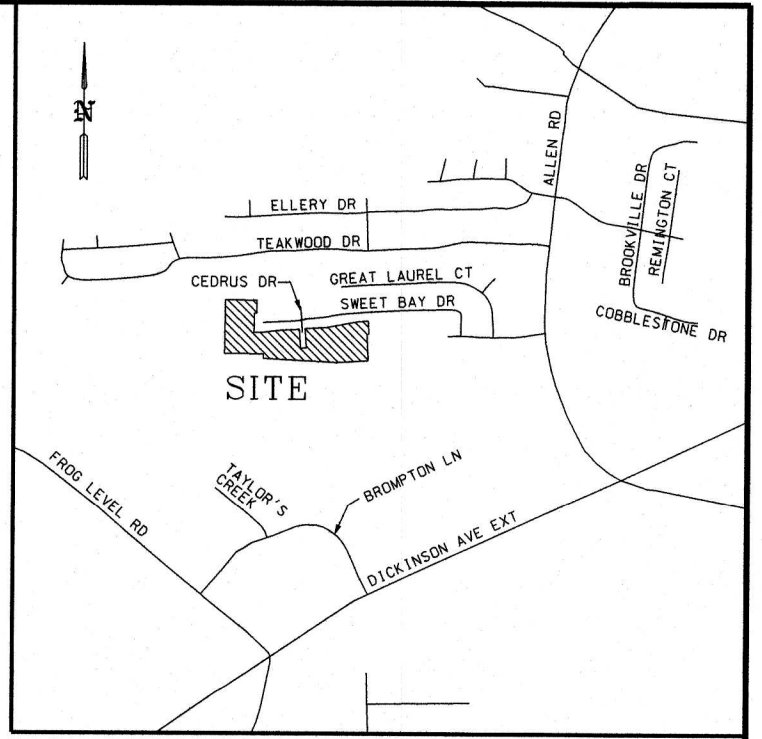
PN 03940
PITT LAND DEVELOPMENT, LLC
 DB 1750, PG 47
 MB 84, PG 186

PN 67549
PITT LAND DEVELOPMENT, LLC
 DB 1750, PG 47
 MB 84, PG 186

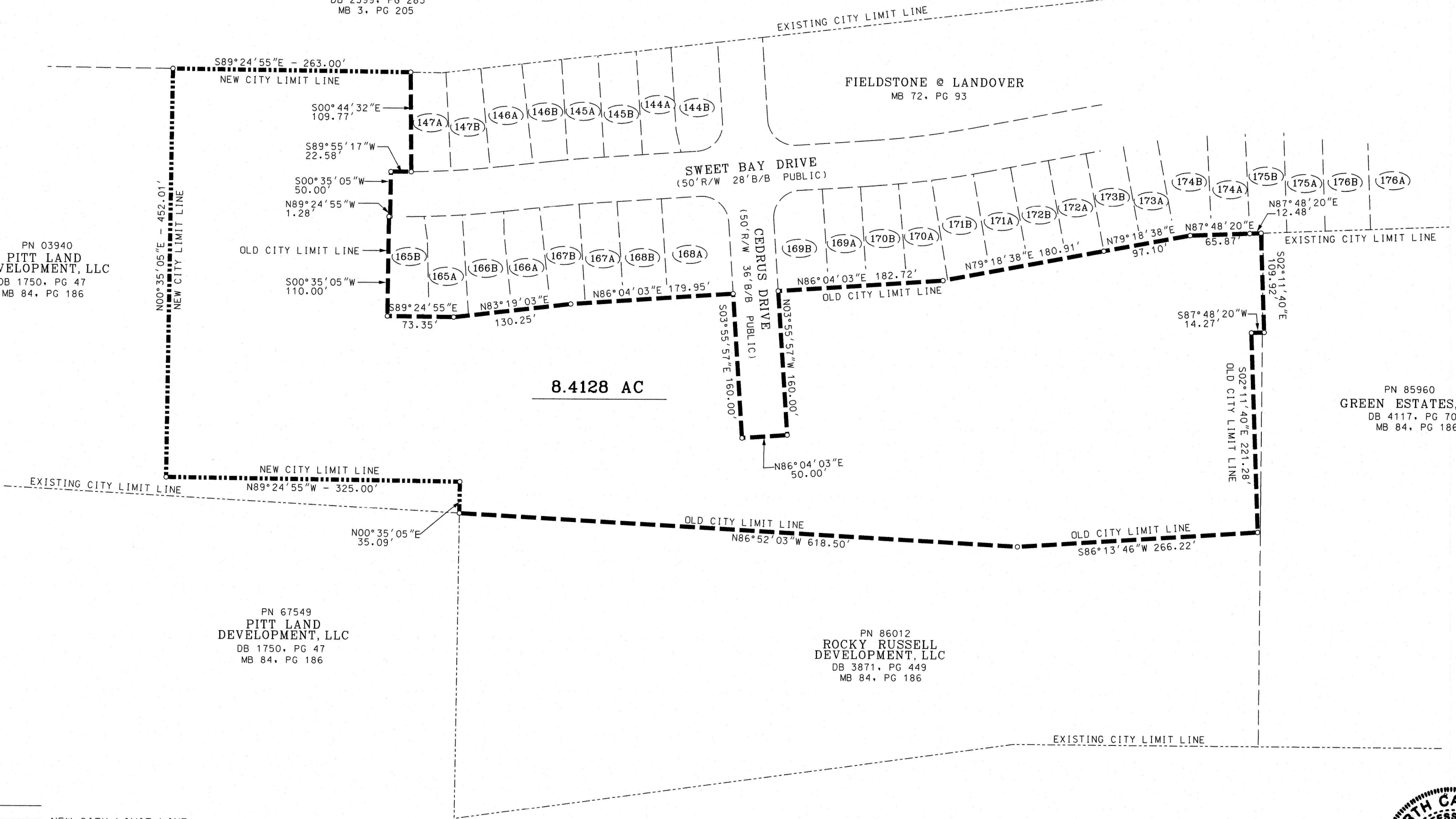
PN 86012
ROCKY RUSSELL DEVELOPMENT, LLC
 DB 3871, PG 449
 MB 84, PG 186

PN 85960
GREEN ESTATES, LLC
 DB 4117, PG 700
 MB 84, PG 186

8.4128 AC

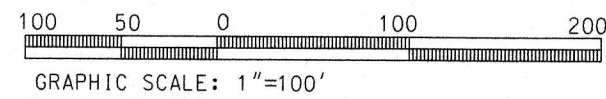


VICINITY MAP
 SCALE: 1"=2000'



LEGEND:

- NEW CITY LIMIT LINE
- OLD CITY LIMIT LINE
- EXISTING CITY LIMIT LINE



REFERENCE: DEED BOOK 3871, PAGE 449

PN 86011

FIELDSTONE, SECTION 2

GREENVILLE ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

CLIENT: **ROCKY RUSSELL DEVELOPMENT, LLC**
 106 REGENCY BOULEVARD, SUITE B
 GREENVILLE, NC 27834
 (252) 353-7812

STROUD ENGINEERING, P.A.
 LICENSE NO. C-0647
 107-B COMMERCE ST.
 GREENVILLE, NC 27858
 (252) 756-9352

SURVEYED: JE/MH APPROVED: DTB
 DRAWN: LHJ DATE: 01/31/22
 CHECKED: DTB SCALE: 1"=100'

MAP NO.	MAPS RECORDED	BOOK	PAGE

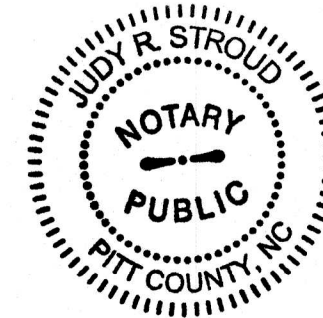
MAP SHOWING AREA ANNEXED BY

THE CITY OF GREENVILLE

DATE

ORDINANCE NO.

8.4128 AC
 AREA



THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES: "THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".

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

WITNESS MY HAND AND SEAL THIS 1st DAY OF FEBRUARY, 2022.

SIGNED Deborah T. Boyette
 PROFESSIONAL LAND SURVEYOR L-4146

NORTH CAROLINA, Pitt COUNTY
 I, Judy R. Stroud, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT Deborah T. Boyette, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS 1st DAY OF February, 2022.

NOTARY PUBLIC Judy R. Stroud
 MY COMMISSION EXPIRES 3/22/2025



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Ordinance to annex Nexus Harris Mill Apartments involving 93.87 acres located along the western right-of-way of B’s BBQ Road and 368+/- feet north of MacGregor Downs Road

Explanation: A. SCHEDULE

1. Advertising date: March 5, 2022
2. City Council public hearing date: March 17, 2022
3. Effective date: March 17, 2022

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 93.87
4. Voting District: 1
5. Township: Falkland
6. Zoning: R6 (Residential)
7. Existing land use: Vacant
8. Anticipated land use: 200 - 210 multi-family units
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	200 x 2.18*	436
Current minority	0	0
Estimated minority at full development	436 x 43.4%*	189
Current white	0	0
Estimated white at full development	436 - 189	247

* Source: Census.gov

10. Rural fire tax district: Red Oak
11. Greenville fire district: Station 5 (2.2 miles)
12. Present tax value: \$1,830,858
13. Estimated tax value: \$45,000,000

Fiscal Note: The total estimated tax value at full development is \$45,000,000.

Recommendation: Approve the attached ordinance to annex Nexus Harris Mill Apartments

ATTACHMENTS

-  [Ordinance_-_Nexus_Harris_Mill_Apartments.pdf](#)
-  [Nexussurvey.pdf](#)

ORDINANCE NO. 22-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 17th day of March, 2022, after due notice by publication in The Daily Reflector on the 5th day of March, 2022; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled “Nexus Harris Mill Apartments”, involving 93.87 acres prepared by The East Group.

LOCATION: Situate in Falkland Township, Pitt County, North Carolina, located along the western right-of-way of B’s BBQ Road between NC HWY 43 and MacGregor Downs Road.

GENERAL DESCRIPTION: LYING AND BEING IN FALKLAND TOWNSHIP, PITT COUNTY, NORTH CAROLINA AND BEING ON THE WEST SIDE OF NCSR 1204 (B’S BBQ ROAD) AND BEING ON THE EAST SIDE OF US HIGHWAY 264 BY-PASS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE, SAID POINT LYING S 05-40-06 W 8,474.55 FEET FROM N.C.G.S.M. “JEROME” HAVING NAD 83 GRID COORDINATES N (Y) = 691,527.56 E (X) = 2,467,581.83; THENCE S 58° 16' 05" E FOR A DISTANCE OF 1629.95 FEET TO A POINT IN THE CENTER OF NCSR 1204; THENCE ALONG SAID ROAD S 23° 13' 34" W FOR A DISTANCE OF 150.00 FEET TO A POINT; THENCE S 22° 15' 35" W FOR A DISTANCE OF 427.74 FEET TO A POINT; THENCE S 22° 50' 55" W FOR A DISTANCE OF 195.01 FEET TO A POINT; THENCE LEAVING SAID ROAD N 48° 32' 05" W FOR A

DISTANCE OF 29.90 FEET TO AN EXISTING IRON PIPE; THENCE N 48° 32' 05" W FOR A DISTANCE OF 157.16 FEET TO AN EXISTING IRON PIPE; THENCE N 46° 55' 48" W FOR A DISTANCE OF 242.65 FEET TO AN EXISTING IRON PIPE; THENCE N 54° 28' 08" W FOR A DISTANCE OF 522.51 FEET TO AN EXISTING IRON PIPE; THENCE N 54° 15' 47" W FOR A DISTANCE OF 23.00 FEET TO AN EXISTING IRON PIPE; THENCE N 27° 03' 15" E FOR A DISTANCE OF 98.82 FEET TO AN EXISTING IRON PIPE; THENCE N 57° 51' 19" W FOR A DISTANCE OF 1338.60 FEET TO AN EXISTING IRON PIPE; THENCE N 57° 51' 42" W FOR A DISTANCE OF 365.59 FEET TO AN EXISTING IRON PIPE; THENCE N 57° 51' 42" W FOR A DISTANCE OF 13.36 FEET TO A POINT; THENCE S 38° 42' 41" W FOR A DISTANCE OF 31.40 FEET TO A POINT; THENCE S 34° 00' 06" E FOR A DISTANCE OF 57.138 FEET TO A POINT; THENCE S 30° 48' 05" W FOR A DISTANCE OF 52.68 FEET TO A POINT; THENCE S 30° 51' 20" W FOR A DISTANCE OF 43.79 FEET TO A POINT; THENCE S 05° 51' 06" E FOR A DISTANCE OF 19.83 FEET TO A POINT; THENCE S 51° 58' 26" W FOR A DISTANCE OF 60.84 FEET TO A POINT; THENCE S 43° 07' 17" W FOR A DISTANCE OF 63.81 FEET TO A POINT; THENCE S 22° 31' 10" W FOR A DISTANCE OF 59.64 FEET TO A POINT; THENCE S 69° 45' 30" W FOR A DISTANCE OF 91.19 FEET TO A POINT; THENCE S 73° 56' 40" W FOR A DISTANCE OF 52.19 FEET TO A POINT; THENCE S 03° 13' 32" W FOR A DISTANCE OF 94.42 FEET TO A POINT; THENCE S 28° 37' 21" W FOR A DISTANCE OF 92.63 FEET TO A POINT; THENCE S 33° 59' 46" W FOR A DISTANCE OF 61.57 FEET TO A POINT; THENCE S 18° 47' 05" W FOR A DISTANCE OF 88.70 FEET TO A POINT; THENCE S 71° 25' 43" W FOR A DISTANCE OF 22.59 FEET TO A POINT; THENCE S 79° 30' 38" W FOR A DISTANCE OF 70.88 FEET TO A POINT; THENCE S 01° 42' 22" E FOR A DISTANCE OF 20.41 FEET TO A POINT; THENCE N 86° 44' 16" W FOR A DISTANCE OF 43.41 FEET TO A POINT; THENCE S 65° 23' 48" W FOR A DISTANCE OF 57.01 FEET TO A POINT; THENCE S 58° 38' 26" W FOR A DISTANCE OF 50.70 FEET TO A POINT; THENCE S 85° 43' 32" W FOR A DISTANCE OF 49.63 FEET TO A POINT; THENCE S 51° 20' 28" W FOR A DISTANCE OF 30.26 FEET TO A POINT; THENCE N 75° 14' 54" W FOR A DISTANCE OF 20.30 FEET TO A POINT; THENCE S 76° 55' 15" W FOR A DISTANCE OF 53.36 FEET TO A POINT; THENCE S 29° 59' 31" W FOR A DISTANCE OF 59.86 FEET TO A POINT; THENCE N 85° 05' 59" W FOR A DISTANCE OF 34.51 FEET TO A POINT; THENCE S 57° 48' 39" W FOR A DISTANCE OF 40.25 FEET TO A POINT; THENCE N 72° 02' 15" W FOR A DISTANCE OF 51.92 FEET TO A POINT; THENCE S 60° 20' 52" W FOR A DISTANCE OF 38.32 FEET TO A POINT; THENCE S 34° 54' 48" W FOR A DISTANCE OF 44.71 FEET TO A POINT; THENCE S 68° 07' 24" W FOR A DISTANCE OF 16.71 FEET TO A POINT; THENCE S 37° 46' 36" W FOR A DISTANCE OF 41.81 FEET TO A POINT; THENCE S 16° 23' 58" W FOR A DISTANCE OF 28.49 FEET TO A POINT; THENCE N 74° 03' 38" W FOR A DISTANCE OF 18.35 FEET TO A POINT; THENCE S 60° 31' 53" W FOR A DISTANCE OF 48.79 FEET TO A POINT; THENCE S 71° 32' 58" W FOR A DISTANCE OF 34.86 FEET TO A POINT; THENCE N 04° 15' 58" E FOR A DISTANCE OF 362.35 FEET TO AN EXISTING RIGHT-OF-WAY DISK; THENCE N 00° 02' 18" E FOR A DISTANCE OF 200.54 FEET TO AN EXISTING RIGHT-OF-WAY DISK; THENCE N 04° 15' 20" E FOR A DISTANCE OF 800.17 FEET TO AN EXISTING RIGHT-OF-WAY DISK; THENCE N 04° 17' 55" E FOR A DISTANCE OF 1000.12 FEET TO AN EXISTING RIGHT-OF-WAY DISK; THENCE N 10° 22' 50" E FOR A DISTANCE OF 134.85 FEET TO AN EXISTING RIGHT-OF-WAY DISK; THENCE N 04° 32' 37" E FOR A DISTANCE OF 197.4636 FEET TO AN EXISTING RIGHT-OF-WAY DISK; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5589.58 FEET, AND A CHORD BEARING AND DISTANCE OF S N 06° 29' 41" E AND 239.67 FEET TO A POINT; THENCE S 68° 03' 16" E FOR A DISTANCE OF 63.77 FEET TO A POINT; THENCE N 86° 42' 12" E FOR A DISTANCE OF 53.72 FEET TO A POINT; THENCE S 79° 39' 40" E FOR A DISTANCE OF 35.20 FEET TO A POINT; THENCE N 60° 49' 34" E FOR A DISTANCE OF 19.21 FEET TO A POINT; THENCE S 17° 56' 29" E FOR A DISTANCE OF 67.72 FEET TO A POINT; THENCE N 86° 55' 38" E FOR A DISTANCE OF 30.66 FEET TO A POINT THENCE S 41° 02' 28" E FOR A DISTANCE OF 46.37 FEET TO A POINT; THENCE N 49° 46' 22" E FOR A DISTANCE OF 15.10 FEET TO A POINT; THENCE S 55° 47' 40" E FOR A DISTANCE OF 44.78 FEET TO A POINT; THENCE S 15° 20' 32" E FOR A DISTANCE OF 26.38 FEET TO A POINT; THENCE S 61° 41' 26" E FOR A DISTANCE OF 59.75 FEET TO A POINT; THENCE N 88° 19' 46" E FOR A DISTANCE OF 44.39 FEET TO A POINT; THENCE N 14° 13' 26" E FOR A DISTANCE OF 41.52 FEET TO A POINT; THENCE S 76° 17' 52" E FOR A DISTANCE OF 25.23 FEET TO A POINT; THENCE S 27° 49' 26" E FOR A DISTANCE OF 37.79 FEET TO A POINT; THENCE N 48° 18' 54" E FOR A DISTANCE OF 34.92 FEET TO A POINT; THENCE S 39° 00' 14" E FOR A DISTANCE OF

26.39 FEET TO A POINT; THENCE N 85° 46' 15" E FOR A DISTANCE OF 68.04 FEET TO A POINT; THENCE N 41° 57' 47" E FOR A DISTANCE OF 31.21 FEET TO A POINT; THENCE S 27° 42' 55" E FOR A DISTANCE OF 45.89 FEET TO A POINT; THENCE N 53° 14' 17" E FOR A DISTANCE OF 56.34 FEET TO A POINT; THENCE S 69° 26' 54" E FOR A DISTANCE OF 53.92 FEET TO A POINT; THENCE N 68° 50' 04" E FOR A DISTANCE OF 33.40 FEET TO A POINT; THENCE S 31° 32' 42" E FOR A DISTANCE OF 59.93 FEET TO A POINT; THENCE S 68° 39' 16" E FOR A DISTANCE OF 68.74 FEET TO A POINT; THENCE N 40° 09' 09" E FOR A DISTANCE OF 53.31 FEET TO A POINT; THENCE N 76° 27' 14" E FOR A DISTANCE OF 41.15 FEET TO A POINT; THENCE S 17° 59' 13" E FOR A DISTANCE OF 40.20 FEET TO A POINT; THENCE S 35° 08' 22" E FOR A DISTANCE OF 24.55 FEET TO A POINT; THENCE N 54° 01' 41" E FOR A DISTANCE OF 18.56 FEET TO A POINT; THENCE N 19° 54' 45" E FOR A DISTANCE OF 33.33 FEET TO A POINT; THENCE S 21° 23' 28" E FOR A DISTANCE OF 94.31 FEET TO A POINT; THENCE S 62° 12' 56" E FOR A DISTANCE OF 38.38 FEET TO A POINT; THENCE S 25° 51' 46" E FOR A DISTANCE OF 101.77 FEET TO A POINT; THENCE S 68° 30' 16" E FOR A DISTANCE OF 36.78 FEET TO A POINT; THENCE S 27° 33' 24" W FOR A DISTANCE OF 95.55 FEET TO A POINT; THENCE S 03° 43' 56" E FOR A DISTANCE OF 56.98 FEET TO A POINT; THENCE S 68° 03' 07" W FOR A DISTANCE OF 52.95 FEET TO A POINT; THENCE S 11° 13' 13" W FOR A DISTANCE OF 68.20 FEET TO A POINT; THENCE S 43° 32' 51" E FOR A DISTANCE OF 64.02 FEET TO A POINT; THENCE N 88° 10' 09" W FOR A DISTANCE OF 62.33 FEET TO A POINT; THENCE S 30° 55' 02" E FOR A DISTANCE OF 42.74 FEET TO A POINT; THENCE S 51° 35' 28" W FOR A DISTANCE OF 50.10 FEET TO A POINT; THENCE N 87° 34' 16" W FOR A DISTANCE OF 55.26 FEET TO A POINT; THENCE S 26° 20' 39" W FOR A DISTANCE OF 92.47 FEET TO A POINT; THENCE S 00° 35' 59" W FOR A DISTANCE OF 33.52 FEET TO A POINT; THENCE S 54° 01' 44" W FOR A DISTANCE OF 66.55 FEET TO A POINT; THENCE S 33° 35' 39" E FOR A DISTANCE OF 36.77 FEET TO A POINT; THENCE S 17° 21' 18" W FOR A DISTANCE OF 71.37 FEET TO A POINT; THENCE S 35° 54' 18" E FOR A DISTANCE OF 45.34 FEET TO A POINT; THENCE S 59° 44' 23" E FOR A DISTANCE OF 69.96 FEET TO A POINT; THENCE S 11° 10' 21" W FOR A DISTANCE OF 18.67 FEET TO A POINT; THENCE S 69° 05' 53" E FOR A DISTANCE OF 39.73 FEET TO A POINT; THENCE S 18° 25' 52" W FOR A DISTANCE OF 62.73 FEET TO A POINT; THENCE S 22° 42' 12" E FOR A DISTANCE OF 80.71 FEET TO A POINT; THENCE S 56° 10' 23" E FOR A DISTANCE OF 31.25 FEET TO A POINT; THENCE S 17° 47' 24" E FOR A DISTANCE OF 24.62 FEET TO A POINT; THENCE S 40° 44' 11" E FOR A DISTANCE OF 31.01 FEET TO A POINT; THENCE S 84° 49' 39" E FOR A DISTANCE OF 32.79 FEET TO A POINT; THENCE S 52° 36' 09" W FOR A DISTANCE OF 23.18 FEET TO A POINT; THENCE S 19° 18' 59" W FOR A DISTANCE OF 51.95 FEET TO A POINT; THENCE S 34° 24' 51" E FOR A DISTANCE OF 49.54 FEET TO A POINT; THENCE S 72° 23' 47" E FOR A DISTANCE OF 47.27 FEET TO A POINT; THENCE S 78° 54' 43" E FOR A DISTANCE OF 26.90 FEET TO A POINT; THENCE S 12° 16' 24" W FOR A DISTANCE OF 50.07 FEET TO A POINT; THENCE S 29° 33' 39" E FOR A DISTANCE OF 28.84 FEET TO A POINT; THENCE S 14° 37' 36" W FOR A DISTANCE OF 84.46 FEET TO A POINT; THENCE S 06° 14' 59" W FOR A DISTANCE OF 32.68 FEET TO A POINT; THENCE S 43° 04' 30" W FOR A DISTANCE OF 31.06 FEET TO A POINT; THENCE S 60° 19' 40" E FOR A DISTANCE OF 40.59 FEET TO A POINT; THENCE S 14° 06' 43" W FOR A DISTANCE OF 38.16 FEET TO A POINT; THENCE N 86° 58' 42" E FOR A DISTANCE OF 39.92 FEET TO A POINT; THENCE S 70° 03' 58" E FOR A DISTANCE OF 36.46 FEET TO A POINT; THENCE N 82° 46' 17" E FOR A DISTANCE OF 21.42 FEET TO A POINT; THENCE S 72° 24' 37" E FOR A DISTANCE OF 21.15 FEET TO A POINT; THENCE N 67° 04' 30" E FOR A DISTANCE OF 8.74 FEET TO A POINT; THENCE S 04° 32' 25" E FOR A DISTANCE OF 21.64 FEET TO A POINT; THENCE S 76° 12' 17" E FOR A DISTANCE OF 48.49 FEET TO A POINT; THENCE S 77° 50' 47" E FOR A DISTANCE OF 28.94 FEET TO A POINT; THENCE N 89° 40' 56" E FOR A DISTANCE OF 65.83 FEET TO A POINT; THENCE S 67° 14' 58" E FOR A DISTANCE OF 17.50 FEET TO A POINT; THENCE N 53° 34' 34" E FOR A DISTANCE OF 49.63 FEET TO A POINT; THENCE N 86° 05' 51" E FOR A DISTANCE OF 41.67 FEET TO A POINT; THENCE S 80° 47' 18" E FOR A DISTANCE OF 35.65 FEET TO A POINT; THENCE S 50° 34' 26" E FOR A DISTANCE OF 33.58 FEET TO A POINT; THENCE S 49° 07' 03" E FOR A DISTANCE OF 41.08 FEET TO A POINT; THENCE S 64° 10' 40" E FOR A DISTANCE OF 38.77 FEET TO A POINT; THENCE S 61° 18' 05" E FOR A DISTANCE OF 45.00 FEET TO A POINT; THENCE S 19° 27' 00" E FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE S 89° 23' 02" E FOR A DISTANCE OF 27.45 FEET TO A POINT; THENCE S 67° 34' 28" E FOR A DISTANCE OF 43.31 FEET TO A POINT;

THENCE N 53° 36' 12" E FOR A DISTANCE OF 25.50 FEET TO A POINT; THENCE S 86° 48' 13" E FOR A DISTANCE OF 15.79 FEET TO A POINT; THENCE S 52° 49' 04" E FOR A DISTANCE OF 15.50 FEET TO A POINT; THENCE N 45° 57' 08" E FOR A DISTANCE OF 10.74 FEET TO A POINT; THENCE S 87° 59' 43" E FOR A DISTANCE OF 29.61 FEET TO A POINT; THENCE N 82° 45' 41" E FOR A DISTANCE OF 31.44 FEET TO A POINT; THENCE S 45° 04' 39" E FOR A DISTANCE OF 96.32 FEET TO A POINT; THENCE S 58° 16' 05" E FOR A DISTANCE OF 131.59 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 93.87 ACRES MORE OR LESS.

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

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Section 5. This annexation shall take effect from and after the 17th day of March, 2022.

ADOPTED this 17th day of March, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

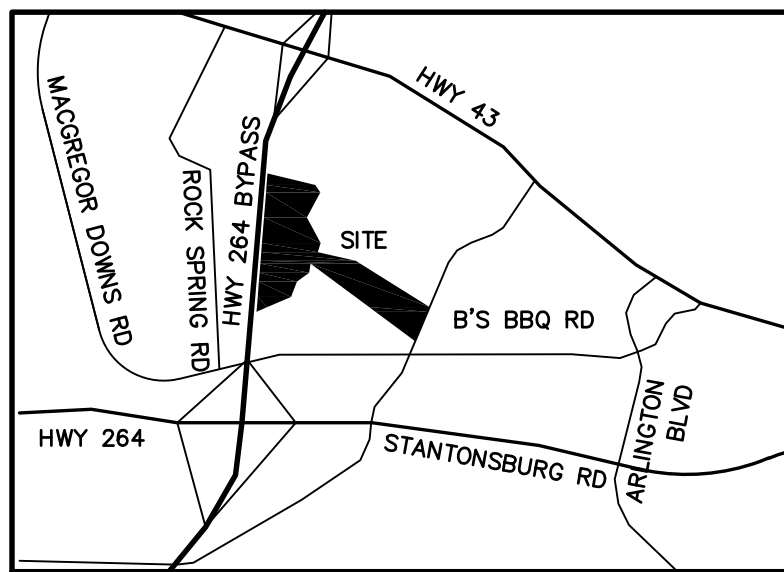
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing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

WITNESS my hand and official seal this ____th day of _____, 2022.

Notary Public

My Commission Expires: _____

1160529



VICINITY MAP
1" = 2000'

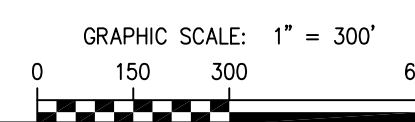
FROM "A" TO "B"

Line #	Length	Direction
L101	31.40	N 38°42'42" E
L102	57.13	N 34°00'07" W
L103	52.67	N 30°48'05" E
L104	43.79	N 30°51'20" E
L105	19.83	N 5°51'06" W
L106	60.84	N 51°58'27" E
L107	63.81	N 43°07'17" E
L108	59.64	N 22°31'10" E
L109	91.19	N 69°45'30" E
L110	52.19	N 73°56'40" E
L111	94.42	N 3°13'33" E
L112	92.63	N 28°37'21" E
L113	61.57	N 33°59'46" E
L114	88.70	N 18°47'06" E
L115	22.59	N 71°25'43" E
L116	70.88	N 79°30'39" E
L117	20.41	N 1°42'22" W
L118	43.41	S 86°44'17" E
L119	57.01	N 65°23'48" E
L120	50.70	N 58°38'26" E
L121	49.63	N 85°43'33" E
L122	30.26	N 51°20'29" E
L123	20.30	S 75°14'55" E
L124	53.36	N 76°55'15" E
L125	59.86	N 29°59'32" E
L126	34.51	S 85°06'00" E
L127	40.25	N 57°48'39" E
L128	51.92	S 72°02'15" E
L129	38.32	N 60°20'53" E
L130	44.71	N 34°54'48" E
L131	16.71	N 68°07'25" E
L132	41.81	N 37°46'36" E
L133	28.49	N 16°23'58" E
L134	18.35	S 74°03'38" E
L135	48.79	N 60°31'53" E
L136	34.86	N 71°32'58" E

PRELIMINARY
NOT FOR RECORDATION
CONVEYANCE OR SALES

US HIGHWAY 264 BYPASS
VARIABLE PUBLIC RIGHT-OF-WAY
(CONTROLLED ACCESS)

N.C.G.S.M. "VERA"
N = 683,709.28 FT. (GRID)
E = 2,464,459.82 FT. (GRID)
NAVD 1988 ELEV. = 77.10



MEANDER LINE IS THE APPROXIMATE LOCATION OF THE CENTER OF THE RUN OF HARRIS MILL RUN; BOUNDARY LINE IS THE TRUE CENTER OF THE RUN OF HARRIS MILL RUN

MEANDER LINE IS THE APPROXIMATE LOCATION OF THE CENTER OF THE RUN OF A TRIBUTARY OF PITT BRANCH; BOUNDARY LINE IS THE TRUE CENTER OF THE RUN OF THAT TRIBUTARY

MEANDER LINE IS THE APPROXIMATE LOCATION OF THE CENTER OF THE RUN OF PITT BRANCH; BOUNDARY LINE IS THE TRUE CENTER OF THE RUN OF PITT BRANCH

- NOTES:
- 1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
 - 2) NO TITLE OPINION OR COMMITMENT WAS PROVIDED TO THE EAST GROUP BY THE OWNER OR ANY AGENT OF THE OWNER AT THE TIME OF THIS SURVEY.
 - 3) THIS PROPERTY IS SUBJECT TO THE TARP/PAMLICO RIVER RIPARIAN BUFFER RULES.
 - 4) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS THAT MAY BENEFIT OR BURDEN THE SUBJECT PROPERTY.
 - 5) FOR PROPERTY SETBACKS AND BUFFER YARDS CONSULT THE CITY OF GREENVILLE ZONING ORDINANCE.
 - 6) THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
 - 7) UTILITIES AND IMPROVEMENTS ON THE PROPERTY ARE NOT SHOWN FOR CLARITY.

LEGEND
EIP = EXISTING IRON PIPE
EIS = EXISTING IRON STAKE
R/W = RIGHT-OF-WAY
P = CENTERLINE
o = NO POINT SET
= NOT TO SCALE

FROM "A" TO "B"

Line #	Length	Direction
L3	63.77	N 68°03'17" W
L4	53.72	S 86°42'12" W
L5	35.20	N 79°39'40" W
L6	19.21	S 60°49'35" W
L7	67.72	N 17°56'30" W
L8	30.66	S 86°55'38" W
L9	46.37	N 41°02'28" W
L10	15.10	S 49°46'22" W
L11	44.78	N 55°47'40" W
L12	26.38	N 15°20'33" W
L13	59.75	N 61°41'26" W
L14	44.39	S 88°19'46" W
L15	41.52	S 14°13'26" W
L16	25.23	N 76°17'53" W
L17	37.79	N 27°49'26" W
L18	34.92	S 48°18'54" W
L19	26.38	N 39°00'14" W
L20	68.04	S 85°46'15" W
L21	31.21	S 41°57'47" W
L22	45.89	N 27°42'56" W
L23	56.34	S 53°14'17" W
L24	53.92	N 69°26'55" W
L25	33.40	S 68°50'04" W
L26	59.93	N 31°32'42" W
L27	68.74	N 68°39'16" W
L28	53.31	S 40°09'09" W
L29	41.15	S 76°27'14" W
L30	40.20	N 17°59'13" W
L31	24.55	N 35°08'23" W
L32	18.56	S 54°01'41" W
L33	33.33	S 19°54'45" W
L34	94.31	N 21°23'29" W
L35	38.38	N 62°12'56" W

FROM "A" TO "B"

Line #	Length	Direction
L36	101.77	N 25°51'47" W
L37	36.78	N 68°30'17" W
L38	95.55	N 27°33'25" E
L39	56.98	N 3°43'56" W
L40	52.95	N 68°03'08" E
L41	68.20	N 11°13'14" E
L42	64.02	N 43°32'51" W
L43	62.33	S 88°10'10" E
L44	42.74	N 30°55'03" W
L45	50.10	N 51°35'28" E
L46	55.26	S 87°34'16" E
L47	92.47	N 26°20'40" E
L48	33.52	N 0°36'00" E
L49	66.55	N 54°01'45" E
L50	36.77	N 33°35'40" W
L51	71.37	N 17°21'19" E
L52	45.34	N 35°54'18" W
L53	69.96	N 59°44'23" W
L54	18.67	N 11°10'22" E
L55	39.73	N 69°05'53" W
L56	62.73	N 18°25'52" E
L57	80.71	N 22°42'13" W
L58	31.25	N 56°10'23" W
L59	24.62	N 17°47'25" W
L60	31.01	N 40°44'11" W
L61	32.79	N 84°49'40" E
L62	23.18	N 52°36'09" E
L63	51.95	N 19°19'00" E
L64	49.54	N 34°24'52" W
L65	47.27	N 72°23'48" W
L66	26.90	N 78°54'44" W
L67	50.07	N 12°16'24" E
L68	28.84	N 29°33'40" W

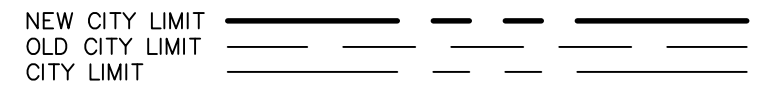
FROM "A" TO "B"

Line #	Length	Direction
L69	84.46	N 14°37'37" E
L70	32.68	N 6°14'59" E
L71	31.06	N 43°04'31" E
L72	40.59	S 60°19'41" W
L73	38.16	S 14°06'43" W
L74	39.92	N 86°58'43" E
L75	36.46	S 70°03'58" E
L76	21.42	N 82°46'17" E
L77	21.15	S 72°24'38" E
L78	8.74	N 67°04'30" E
L79	21.64	S 4°32'26" E
L80	48.49	S 76°12'17" E
L81	28.94	S 77°50'48" E
L82	65.83	N 89°40'56" E
L83	17.50	S 67°14'58" E
L84	49.63	N 53°34'34" E
L85	41.67	N 86°05'52" E
L86	35.65	S 80°47'18" E
L87	33.58	S 50°34'26" E
L88	41.08	S 49°07'04" E
L89	38.77	S 64°10'40" E
L90	45.00	S 61°18'06" E
L91	6.00	S 19°27'00" E
L92	27.45	S 89°23'03" E
L93	43.31	S 67°34'29" E
L94	25.50	N 53°36'12" E
L95	15.79	S 86°48'14" E
L96	15.50	S 52°49'05" E
L97	10.74	N 45°57'08" E
L98	29.61	S 87°59'43" E
L99	31.44	N 82°45'42" E
L100	96.32	S 45°04'40" E

Parcel Line Table

Line #	Length	Direction
L1	23.00	N 54°15'47" W
L2	98.82	N 27°03'16" E

CITY LIMIT LINE TYPE LEGEND



MAP NO.	PLATS RECORDED	BOOK	PAGE

ANNEXATION MAP FOR NEXUS HARRIS MILL APARTMENTS
MAP BOOK 47 PG 180 ; DB 4029 PG 180
PITT COUNTY PARCEL NUMBER 18274 & 49497
OWNER : BRC GREENVILLE LLC ; PHO GREENVILLE LLC
ADDRESS : 5826 SAMET DR ; SUITE 105 ; HIGH POINT, NC 27265
PHONE : (336) 889-1500

THE EAST GROUP
324 S. EVANS ST.
GREENVILLE, NC 27834
(252) 758-3748
CORPORATE LICENSE NO. C0206

SURVEYED : GDF PROJECT # : 20210101
DRAWN BY : WBH DATE : DATE
CHECKED : WBH SCALE : 1"=200'

PRELIMINARY
NOT FOR RECORDATION
CONVEYANCE OR SALES

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, NC
93.87 AC ±
DATE _____ ORDINANCE NO. _____ AREA _____
FALKLAND TOWNSHIP, PITT COUNTY, N.C.

STATE OF NORTH CAROLINA PITT COUNTY
I, WILLIAM B. HILLIARD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS A ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:
POSITION ACCURACY: < 0.10'
TYPE OF FIELD PROCEDURE: RTK/VRS & CONVENTIONAL
DATE(S) OF SURVEY: 09/21/16
DATUM/EPOCH: NAD 83 (2011)
PUBLISHED/FIELD CONTROL MONUMENTS USED:
GEOID MODEL: GEOID99
COMBINED GRID FACTOR: 0.99989185
UNITS: U.S. SURVEY FEET

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE LICENSE NUMBER AND SEAL THIS DATE DAY OF MONTH, 20 YEAR

PRELIMINARY
NOT FOR RECORDATION
CONVEYANCE OR SALES

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

REVIEW OFFICER _____
DATE _____



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Ordinance to annex Whitehall, Phase 1 Lot 32 involving 0.66 acres located at 4405 Spring Pines Road

Explanation: A. SCHEDULE

1. Advertising date: March 5, 2022
2. City Council public hearing date: March 17, 2022
3. Effective date: March 17, 2022

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 0.66
4. Voting District: 5
5. Township: Winterville
6. Zoning: R15S (Residential - Single Family)
7. Existing land use: One (1) single-family home
8. Anticipated land use: One (1) single-family home
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	1 x 2.18*	2
Current minority	0	0
Estimated minority at full development	2 x 43.4%*	1
Current white	0	0
Estimated white at full development	2 - 1	1

* Source: Census.gov

10. Rural fire tax district: Winterville
11. Greenville fire district: Station 3 (2.7 miles)
12. Present tax value: \$155,233
13. Estimated tax value: \$180,000

Fiscal Note: The total estimated tax value at full development is \$180,000.

Recommendation: Approve the attached ordinance to annex Whitehall, Phase 1 Lot 32

ATTACHMENTS

-  [Ordinance_-_Whitehall_P_1_Lot_32.pdf](#)
-  [Whitehallsurvey.pdf](#)

ORDINANCE NO. 22-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 17th day of March, 2022, after due notice by publication in The Daily Reflector on the 5th day of March, 2022; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled “Whitehall, Phase 1, Lot 32”, involving 0.66 acres prepared by Stroud Engineering, P. A.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located at 4405 Springs Pines Road.

GENERAL DESCRIPTION:

Lying and being in Winterville Township, Pitt County, North Carolina, lying southeast of E. Fire Tower Road, west of Corey Road, and east of Bayswater Road, and beginning at a point on the southern right-of-way of Spring Pines Road, the northwest corner of Lot 33, Whitehall, Phase 1 (Map Book 36, Pages 36-36A), the “True Point of Beginning”.

Thence from the “True Point of Beginning”, leaving the southern right-of-way of Spring Pines Road and following the common line to Lot 33 and the property described herein S11-15-00E – 258.66’ to a point in the northern boundary of Surrey Meadows as recorded in Map Book 52, Pages 60-60A, also the southwest corner of Lot 33, Whitehall, Phase I, thence following the northern boundary of Surrey Meadows S84-03-12W – 115.00’ to the northwest corner of Lot 24, Surrey Meadows, thence continuing along the boundary of Surrey Meadows N11-15-00W –

247.38' to a point in the eastern line of Lot 49, Surrey Meadows, said point also being on the southern right-of-way of Spring Pines Road, thence leaving Lot 49 and following the southern right-of-way of Spring Pines Road N78-45-00E – 92.25' to a point, thence with a curve to the left having a radius of 380.00' and a chord bearing of N77-04-16E – 22.27' to the True Point of Beginning, containing 0.66 Acres and being Parcel Number 46478 as filed with the Pitt County Tax Assessor's Office.

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

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Section 5. This annexation shall take effect from and after the 17th day of March, 2022.

ADOPTED this 17th day of March, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

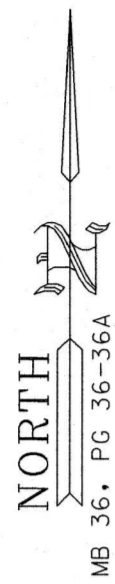
I, Camillia P. Smith, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing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

WITNESS my hand and official seal this ____th day of _____, 2022.

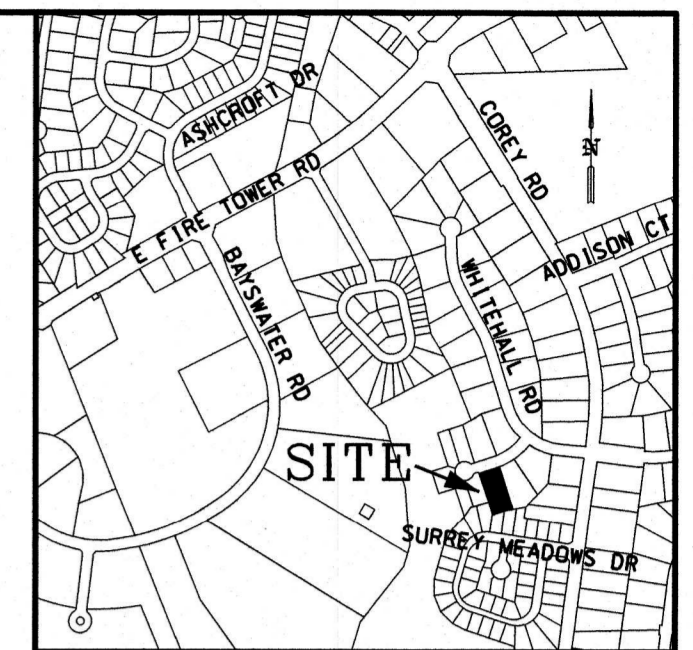
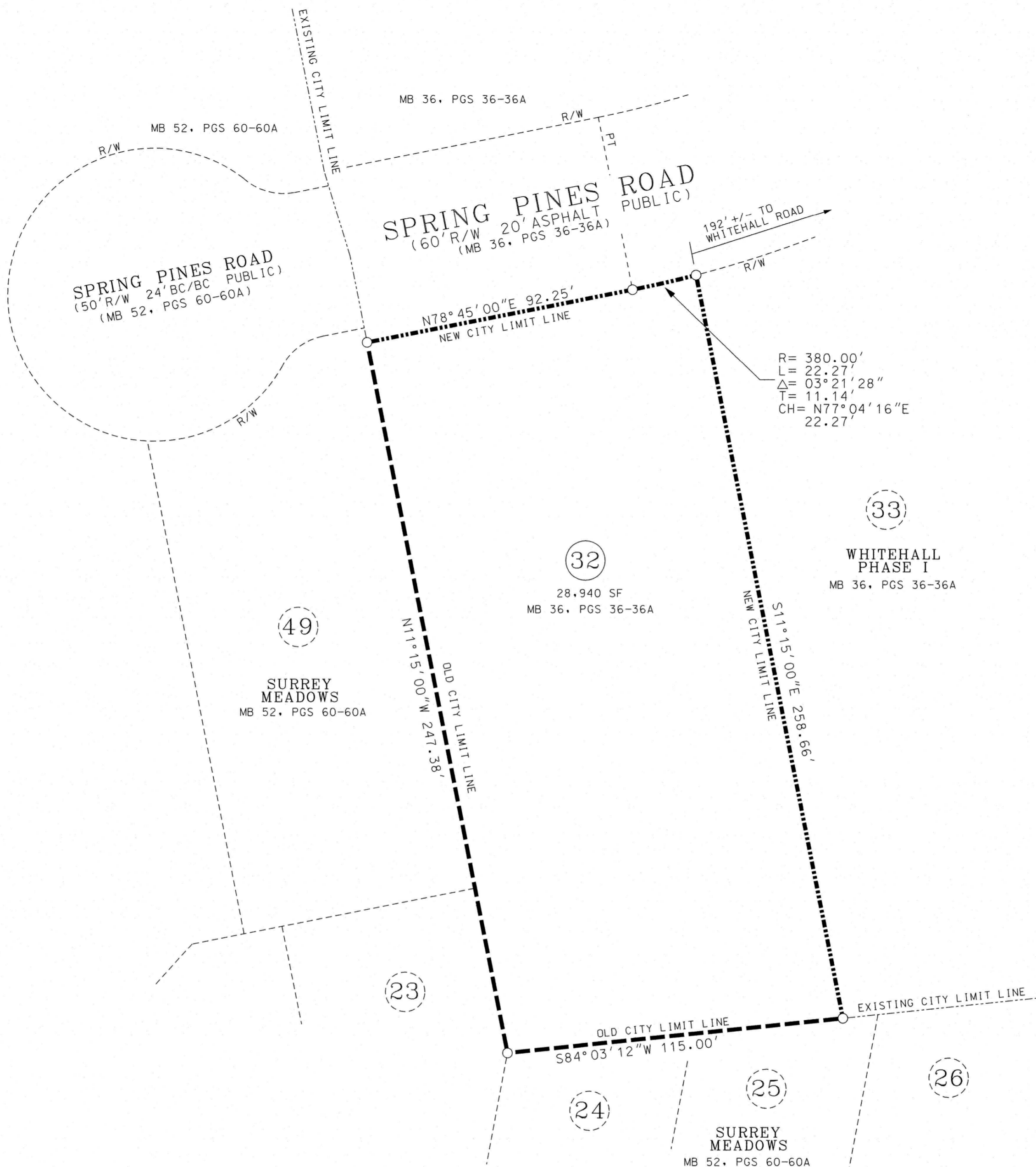
Notary Public

My Commission Expires: _____

1160527

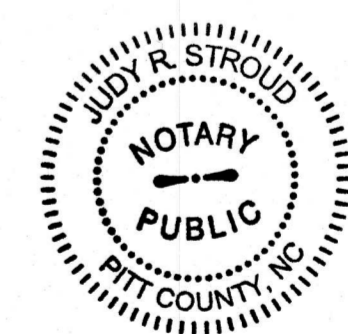


MB 36, PG 36-36A



VICINITY MAP
SCALE: 1" = 1000'

THIS MAP IS EXEMPT FROM GS 47-30 REQUIREMENTS PER GS 47-30 (j) WHICH STATES:
"THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED".

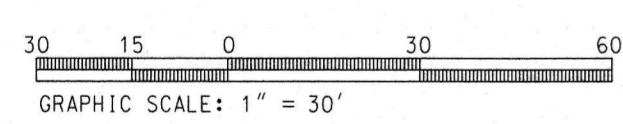


I, DEBORAH T. BOYETTE, CERTIFY THAT THIS MAP WAS DRAWN BY D. BOYETTE UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY D. ENGBREITSEN; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.
WITNESS MY HAND AND SEAL THIS 27th DAY OF JANUARY, 2022.
SIGNED Deborah T. Boyette
PROFESSIONAL LAND SURVEYOR L-4146

NORTH CAROLINA, Pitt COUNTY
I, Judy R. Stroud, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT Deborah T. Boyette, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE 27th DAY OF January, 2022.
NOTARY PUBLIC Judy R. Stroud
MY COMMISSION EXPIRES 2/27/2025

LEGEND:

- NEW CITY LIMIT LINE
- OLD CITY LIMIT LINE
- EXISTING CITY LIMIT LINE
- R/W= RIGHT-OF-WAY
- R= RADIUS
- L= LENGTH
- T= TANGENT
- CH= CHORD
- Δ= DELTA



PN 46478
REFERENCE: MAP BOOK 36, PAGES 36-36A AND DEED BOOK 3699,
PAGE 266 OF THE PITT COUNTY REGISTRY

SHEET 1 OF 1

LOT 32, WHITEHALL, PHASE I WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA OWNER: LOUIS C. LANGLEY AND E. MICHELLE LANGLEY 4405 SPRING PINES DRIVE WINTERVILLE, NC 28590 (252) 414-9857		MAP NO.	MAPS RECORDED	BOOK	PAGE	MAP SHOWING AREA ANNEXED BY THE CITY OF GREENVILLE		
STROUD ENGINEERING, P.A. LICENSE NO. C-0647 107-B COMMERCE ST. GREENVILLE, NC 27858 (252) 756-9352	SURVEYED: DE	APPROVED: DTB				DATE	ORDINANCE NO.	0.66 ACRE AREA
	DRAWN: DTB	DATE: 01/25/22						
	CHECKED: DTB	SCALE: 1" = 30'						



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Ordinance requested by Ashton Alexander Properties, LLC et al to rezone 27.689 acres located along the eastern right-of-way of Allen Road and adjacent to Cobblestone Townhomes from RA20 (Residential-Agricultural) to R6 (Residential [High Density Multi-family])

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on February 1, 2022.

On-site sign(s) posted on February 1, 2022.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on March 1, 2022.

Public hearing legal advertisement published on March 5, 2022 and March 12, 2022.

Comprehensive Plan:

The Future Land Use and Character Map recommends commercial (C) at the southeastern corner of the intersection of Allen Road and the CSX RR transitioning to traditional neighborhood, medium-high density (TNMH) to the south and interior. Further, the Future Land Use and Character Map recommends potential conservation/open space (PCOS) along Greens Mill Run.

Commercial

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

Intent:

- Provide connectivity to nearby uses (paths, streets)

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

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Traditional Neighborhood, Medium-High Density

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

Intent:

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

Primary uses:

Multi-family residential

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

Secondary uses:

Institutional (neighborhood scale)

Potential Conservation/Open Space

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

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

Intent:

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

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 2,306 trips to and from the site on Allen Road, which is a net increase of 1,362 trips per day (over current zoning).

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

History/Background:

In 2001, the property was part of a large-scale extra-territorial jurisdiction (ETJ) extension and zoned to its current zoning.

Existing Land Uses:

Farmland

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

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

A portion of the property is located in the Special Flood Hazard Area. A Floodplain Development Permit and Erosion Control Plan will be required for impacts in the floodplain. Jurisdictional wetlands, streams and riparian buffers may exist on the property.

Surrounding Land Uses and Zoning:

North: RA20 - One (1) single-family residence; R6 - Farmland

South: OR - Vacant and Cobblestone Townhomes; R6A - Cobblestone Duplexes

East: R6 - Farmland

West: RA20 - Four (4) single-family residences; CH - Mobile Home Park, farmland and woodlands

Density Estimates:

Under the current zoning, the site could accommodate 90-100 single-family lots.

Under the proposed zoning, the site could accommodate 285-315 multi-family units.

The anticipated build-out is within 3-5 years.

Fiscal Note: No cost to the City.

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

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

The Planning and Zoning Commission voted unanimously to approve the request at its February 15, 2022 meeting.








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

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

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

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

ATTACHMENTS

-  [Ordinance_-_Ashton_Alexander_et_al.pdf](#)
-  [Minutes_Ashton_Alexander.pdf](#)
-  [21-22 Ashton Alexander Map.pdf](#)
-  [Ashton apomap.pdf](#)
-  [Ashton traffic.pdf](#)
-  [RA20 to R6.pdf](#)
-  [Density and Veg Charts.pdf](#)

ORDINANCE NO. 22-
 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
 REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
 JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 17th day of March, 2022, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D-605, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the applicable provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character Map and is located in a Primary Service Area;

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

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

TO WIT: Aston Alexander Properties, LLC et al

LOCATION: Located along the eastern right-of-way of Allen Road and adjacent to Cobblestone Townhomes.

DESCRIPTION: Beginning at a point on the eastern right-of-way of NCSR 1203 (Allen Road), said point being the northwestern corner of the Leon Raymond Hardee, Trustee of Linda Ipock Hardee Living Trust Property as described in Deed Book 3528, Page 348 of the Pitt County Register of Deeds. From the above-described beginning, so located, running thence as follows:

With the eastern right-of-way of NCSR 1203 (Allen Road), N 21°07'02" E 60.40', N 23°04'45" E 60.40', N 25°02'28" E 60.40' and N 27°25'23" E 85.86', thence leaving the eastern right-of-way of NCSR 1203 (Allen Road), S 74°15'04" E 80.13', thence N 35°15'39" E 79.25', thence N 57°53'44" W 84.36' to a point on the eastern right-of-way of NCSR 1203 (Allen Road), thence with the eastern right-of-way of NCSR 1203 (Allen Road), N 33°47'06" E 446.73', thence leaving the eastern right-of-way of NCSR 1203 (Allen Road), S 57°25'42" E 123.76', thence N 34°14'02" E 116.87', thence N 56°09'03" W 124.92' to a point on the eastern right-of-way of NCSR 1203 (Allen Road), thence with the eastern right-of-way of NCSR 1203 (Allen Road), N 33°49'32" E 366.69', thence leaving the eastern right-of-way of NCSR 1203 (Allen Road), S 54°56'21" E 479.66', thence S 13°37'27" E 1,233.63', thence N 77°05'22" W 23.68', thence N 87°02'22" W 74.22', thence S 89°56'47" W 267.38', thence S 84°37'18" W 262.28', thence N 81°58'49" W 143.66', thence N 53°26'34" W 352.57', thence N 63°47'25" W 348.68' to the point of beginning containing 27.689 acres.

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

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

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

ADOPTED this 17th day of March, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1160655

Excerpt from the draft Planning & Zoning Commission Minutes (2/15/22)

REQUEST BY ASHTON ALEXANDER PROPERTIES, LLC ET AL TO REZONE 27.689 ACRES LOCATED ALONG THE EASTERN RIGHT-OF-WAY OF ALLEN ROAD AND ADJACENT TO COBBLESTONE TOWNHOMES FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]).

Chantae Gooby presented for staff. The property is located in the Greens Mill Run watershed and will require 25-year detention. A Floodplain Development Permit and an Erosion Control Plan will be required. There may also be jurisdictional wetlands, streams and buffers on the property. This request may generate a net increase of 1,362 trips per day at full build-out. Under current zoning, the property could accommodate approximately 95 single-family lots. Under the proposed zoning, the property could accommodate about 300 multi-family units. The Future Land Use Plan recommends Commercial along Allen Road starting at Allen Road the railroads tracks and transitions into Traditional Neighborhood Medium-High Density. The requested zoning is a part of that character. In staff's opinion, the requested zoning is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use Plan. Therefore, staff recommends approval of the request.

Chairman Faison opened the public hearing.

Mike Baldwin spoke in favor. He stated there is similar zoning in the area and it is a high growth area. Sewer will be available to the property and they will abide by the 25-year detention requirement.

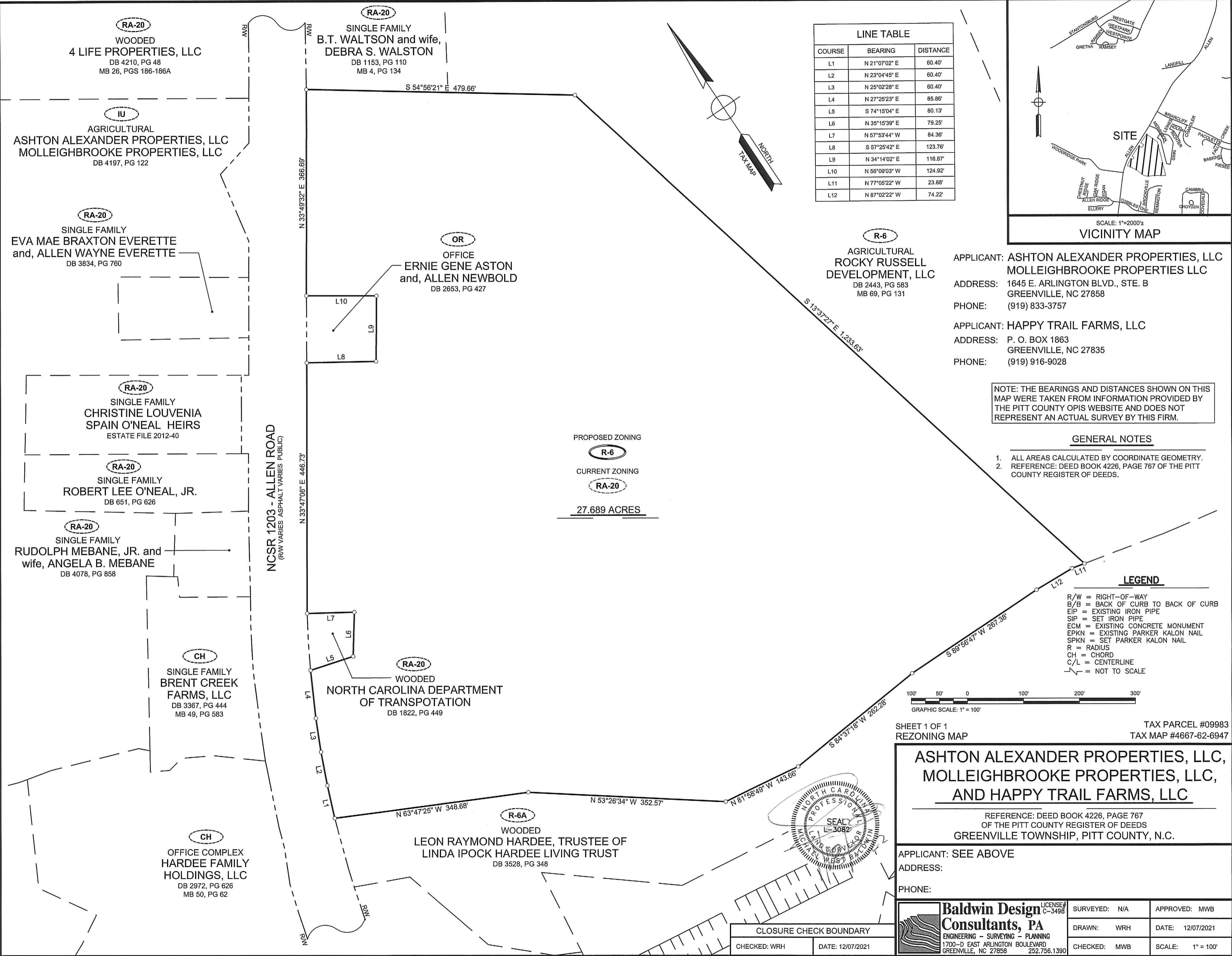
No one else spoke in favor.

No one spoke in opposition.

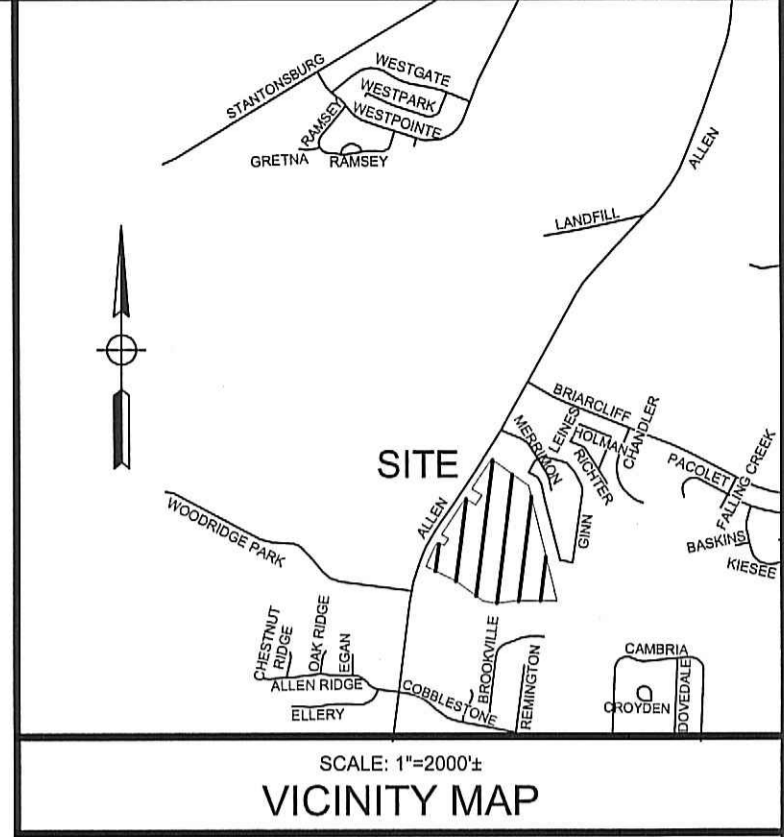
Chairman Faison closed the public hearing.

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

Y:\DRAWINGS\21-090 MOLLEIGHBROOKE PROP. & ASHTON ALEXANDER PROP., LLC\REZONING MAP.dwg Tue, Jan 11, 2022-9:17am MHERREJON



LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 21°07'02" E	60.40'
L2	N 23°04'45" E	60.40'
L3	N 25°02'28" E	60.40'
L4	N 27°25'23" E	85.86'
L5	S 74°15'04" E	80.13'
L6	N 35°15'39" E	79.25'
L7	N 57°53'44" W	84.38'
L8	S 57°25'42" E	123.76'
L9	N 34°14'02" E	116.87'
L10	N 56°09'03" W	124.92'
L11	N 77°05'22" W	23.68'
L12	N 87°02'22" W	74.22'



APPLICANT: ASHTON ALEXANDER PROPERTIES, LLC
 MOLLEIGHBROOKE PROPERTIES LLC
 ADDRESS: 1645 E. ARLINGTON BLVD., STE. B
 GREENVILLE, NC 27858
 PHONE: (919) 833-3757

APPLICANT: HAPPY TRAIL FARMS, LLC
 ADDRESS: P. O. BOX 1863
 GREENVILLE, NC 27835
 PHONE: (919) 916-9028

NOTE: THE BEARINGS AND DISTANCES SHOWN ON THIS MAP WERE TAKEN FROM INFORMATION PROVIDED BY THE PITT COUNTY OPIS WEBSITE AND DOES NOT REPRESENT AN ACTUAL SURVEY BY THIS FIRM.

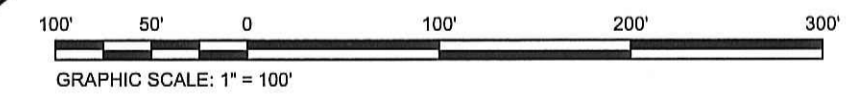
GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. REFERENCE: DEED BOOK 4226, PAGE 767 OF THE PITT COUNTY REGISTER OF DEEDS.

PROPOSED ZONING
 R-6
 CURRENT ZONING
 RA-20
 27.689 ACRES

LEGEND

- R/W = RIGHT-OF-WAY
- B/B = BACK OF CURB TO BACK OF CURB
- EIP = EXISTING IRON PIPE
- SIP = SET IRON PIPE
- ECM = EXISTING CONCRETE MONUMENT
- EPKN = EXISTING PARKER KALON NAIL
- SPKN = SET PARKER KALON NAIL
- R = RADIUS
- CH = CHORD
- C/L = CENTERLINE
- = NOT TO SCALE



SHEET 1 OF 1 REZONING MAP TAX PARCEL #09983 TAX MAP #4667-62-6947

**ASHTON ALEXANDER PROPERTIES, LLC,
 MOLLEIGHBROOKE PROPERTIES, LLC,
 AND HAPPY TRAIL FARMS, LLC**

REFERENCE: DEED BOOK 4226, PAGE 767
 OF THE PITT COUNTY REGISTER OF DEEDS
 GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

APPLICANT: SEE ABOVE
 ADDRESS:
 PHONE:

CLOSURE CHECK BOUNDARY
 CHECKED: WRH DATE: 12/07/2021

 Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 LICENSE# C-3498 252.756.1390	SURVEYED: N/A	APPROVED: MWB
	DRAWN: WRH	DATE: 12/07/2021
	CHECKED: MWB	SCALE: 1" = 100'

Ashton Alexander Properties, LLC, Molleighbrooke Properties, LLC,
& Happy Trail Farms, LLC

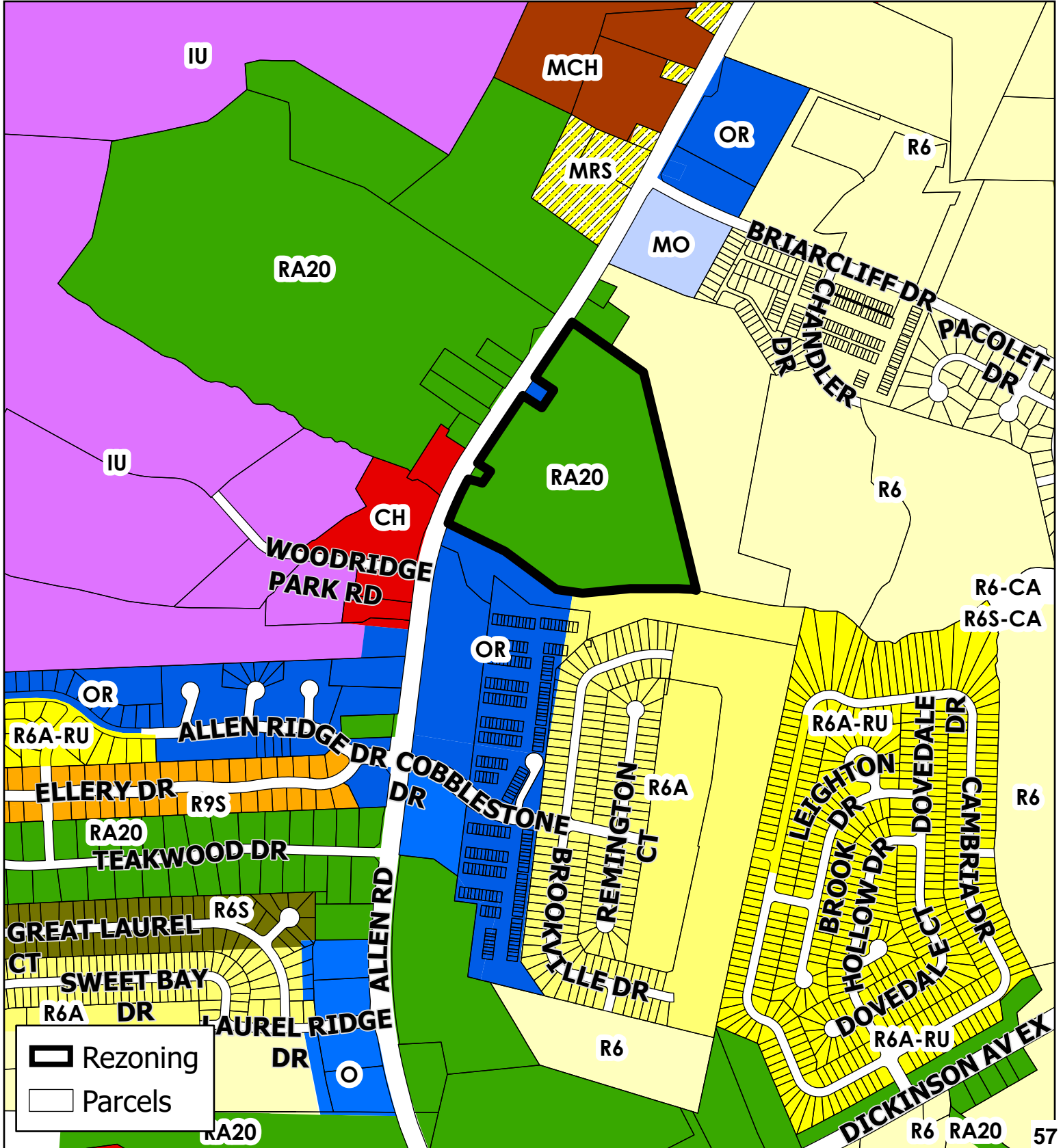
From: RA20

To: R6

Acres: 27.689

February 1st, 2022

0 0.04 0.09 0.18 Miles



REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 21-18

Applicant: Aston Alexander Properties, LLC et al

Property Information

Current Zoning: RA20 (Residential-Agricultural)

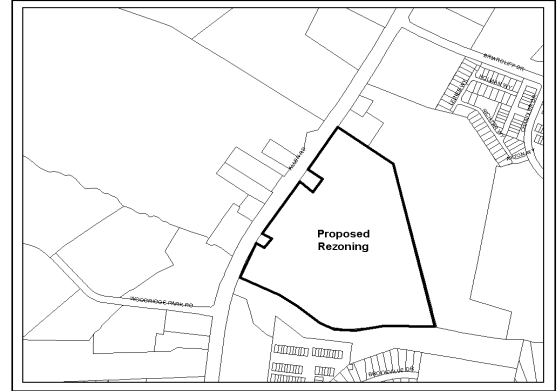
Proposed Zoning: R6 (Residential [High Density Multi-Family])

Current Acreage: 27.689 acres

Location: Allen Road, south of Briarcliff Drive

Points of Access: Allen Road

Location Map



Transportation Background Information

1.) Allen Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	3-lane, paved shoulders	4 lane divided with grass median
Right of way width (ft)	60	110
Speed Limit (mph)	50	
Current ADT:	17,510 (*)	
Design ADT:	15,750 vehicles/day (**)	41,800 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status	Major Thoroughfare	
Other Information: There are no sidewalks along Allen Rd that service this property.		

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

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

Trips generated by proposed use/change

Current Zoning: 944 -vehicle trips/day (*) **Proposed Zoning: 2,306** -vehicle trips/day (*)

Estimated Net Change: increase of 1362 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

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

1.) Allen Rd , North of Site (50%): **“No build” ADT of 17,510**

Estimated ADT with Proposed Zoning (full build) – 18,663
 Estimated ADT with Current Zoning (full build) – 17,982
Net ADT change = 681 (4% increase)

2.) Allen Rd , South of Site (50%): “No build” ADT of 17,510

Estimated ADT with Proposed Zoning (full build) – 18,663

Estimated ADT with Current Zoning (full build) – 17,982**Net ADT change = 681 (4% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 2306 trips to and from the site on Allen Rd, which is a net increase of 1362 additional trips per day (over current zoning).

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

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

b.	Greenhouse or plant nursery; including accessory sales
m.	Beekeeping; major use
n.	Solar energy facility
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
PROPOSED ZONING	
R6 (RESIDENTIAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
b.	Two-family attached dwelling (duplex)
b(1).	Master Plan Community per Article J
c.	Multi-family development per Article I
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	

(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
R6 (RESIDENTIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
d.	Land use intensity multi-family (LUI) development rating 50 per Article K
e.	Land use intensity multi-family (LUI) development rating 67 per Article K
l.	Group care facility
n.	Retirement center or home
o(1).	Nursing, convalescent or maternity home; minor care facility
p.	Board or rooming house
r.	Fraternity or sorority house
(3) Home Occupations	
a.	Home occupation; not otherwise listed
b.	Home occupation; barber and beauty shop
c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
m.	Multi-purpose center
t.	Guest house for a college or other institution of higher learning
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	

RESIDENTIAL DENSITY CHART

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

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

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

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

Bufferyard A (street yard)

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

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)

Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)

Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

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

Bufferyard D (screen required)

Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

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

Bufferyard E (screen required)

Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

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

Bufferyard F (screen required)

Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

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

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



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item:

Ordinance requested by Happy Trail Farms, LLC to rezone a total of 25.168 acres located along the western right-of-way of NC 43 S between Bluebill Drive and Covey Lane and adjacent to Grey Fox Run for Tract 1 – 7.640 acres from OR (Office-Residential [High Density Multi-family]) to CH (Heavy Commercial) and for Tract 2 – 17.528 acres from R6A (Residential [Medium Density Multi-family]) to R6 (Residential [High Density Multi-family])

Explanation:

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on February 1, 2022.

On-site sign(s) posted on February 1, 2022.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on March 1, 2022.

Public hearing legal advertisement published on March 5, 2022 and March 12, 2022.

Comprehensive Plan:

The Future Land Use and Character Map recommends traditional neighborhood, medium-high density (TNMH) along the western right-of-way of NC 43 S roughly between Bluebill Drive and Tull Road transitioning to traditional neighborhood, low-medium density (TNLM) to the interior. Further, the Future Land Use and Character Map recommends potential conservation/open space (PCOS).

Traditional Neighborhood, Medium-High Density

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

Intent:

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

Primary uses:

Multi-family residential

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

Secondary uses:

Institutional (neighborhood scale)

Traditional Neighborhood, Low-Medium Density

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

Intent:

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

Primary uses:

Single-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Multi-family residential

Small-scale institutional/civic (churches and school)

Potential Conservation/Open Space

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

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

Intent:

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

Future Growth Framework

Activities centers depict where nodes of various intensity are distributed throughout the city. The intent of the plan is to have more intensive uses, such as commercial, to be located at focus areas. There is a community activity center shown at the intersection of NC 43 S and Signature Drive and a neighborhood activity center at the intersection of NC 43 S and Tull Road.

Community Activity Center - Commercial or mixed use node generally providing 50,000-250,000 sq. ft. of commercial space serving an area approximately three (3) miles.

Neighborhood Activity Center - Commercial or mixed use node generally providing 20,000-50,000 sq. ft. of commercial space serving an area approximately one (1) mile.

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 4,900 trips to and from the site on Charles Boulevard, which is a net increase of 3,399 additional trips per day.

During the review process, measures to mitigate the traffic will be determined. A Traffic Impact Analysis (TIA) will most likely be required.

History/Background:

In 2001, the property was part of a large-scale extra-territorial jurisdiction (ETJ) extension and zoned to its current zoning.

Existing Land Uses:

Farmland, one (1) single-family residence and one (1) mobile home residence

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

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

A Floodplain Development Permit and Erosion Control Plan may be required for impacts in the floodplain. Jurisdictional wetlands may exist on the property. Jurisdictional streams and riparian buffers do exist on the property.

Surrounding Land Uses and Zoning:

North: OR - Vacant; RA20 - Branches Estates Mobile Home Park and Unity Free Will Baptist Church
South: RA20 - Woodlands
East: RA20 - Two (2) mobile home residences, farmland and woodlands
West: OR, R6, and R6A - Grey Fox Run stormwater facility

Density Estimates:

Tract 1

Acreage: 7.640

Current Zoning: OR (Office-Residential [High Density Multi-family])

Proposed Zoning: CH Heavy Commercial)

Under the current zoning, the site could accommodate 75-80 multi-family units.

Under the proposed zoning, the site could accommodate 52,000+/- sq. ft. of commercial space consisting of one (1) freestanding convenience store - 1,500 sq. ft. and a strip center containing: retail - 6,000 sq. ft., sit down restaurant 2,000 sq. ft., fast food [no drive-thru] - 1,500 sq. ft., office - 2,000 sq. ft., and mini-storage - 40,000 sq. ft.

Tract 2

Acreage: 17.528

Current Zoning: R6A (Residential [Medium Density Multi-family])

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

Under the current zoning, the site could accommodate 120-125 multi-family units.

Under the proposed zoning, the site could accommodate 180-210 multi-family units.

The anticipated build-out is within 5-7 years.

Additional Staff Comments:

Staff has a concern that this rezoning could potentially be considered "spot-zoning" in that the request is not in compliance with the Future Land Use and Character Map. The burden is on the local government to establish reasonableness for approving the request.

Factors for determining reasonableness include:

1. Size of area and its particular characteristics
2. Relation to comprehensive plan
3. Degree of change in uses between the current zoning and proposed zoning
4. Relative harm and/or benefit to the owner(s), neighborhood and community.

Under North Carolina General Statutes 160A-383, effective October 1, 2017, if the governing board wishes to approve a rezoning request that is not in compliance with the adopted comprehensive plan, then a statement is required that the action taken is reasonable and in the public interest (See (3) b. and c.). This action will also amend the Future Land Use and Character Map for the subject property (See (3) a.).

160A-383 Purposes in view.

(a) Zoning regulations shall be made in accordance with a comprehensive plan.

(b) Prior to adopting or rejecting any zoning amendment, the governing board

shall adopt one of the following statements which shall not be subject to judicial review

(1) A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan and why the action taken is reasonable and in the public interest.

(2) A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest.

(3) A statement approving the zoning amendment and containing at least all of the following:

a. A declaration that the approval is also deemed an amendment to the comprehensive plan. The governing board shall not require any additional request or application for amendment to the comprehensive plan.

b. An explanation of the change in conditions the governing board took into account in amending the zoning ordinance to meet the development needs of the community.

c. Why the action taken is reasonable and in the public interest.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is not in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends denial.

"Not in compliance with the comprehensive plan" should be construed as meaning the requested zoning (i) is specifically noncompliant with plan objectives and recommendations including the range of allowable uses in the proposed zone, etc... and/or is of a scale, dimension, configuration or location that is not objectively in keeping with plan intent and (ii) does not promote or preserve the desired urban form. The requested zoning is considered undesirable and not in the public interest, and staff recommends denial of the requested rezoning.

The Planning and Zoning Commission voted to approve (6:2) the request at its February 15, 2022 meeting.








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

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

"Motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach, and further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community because the requested zoning is not consistent with the recommended Future Land Use and Character designation.

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

ATTACHMENTS

-  [Ordinance_-_HTF.pdf](#)
-  [Minutes - HTF.pdf](#)
-  [HTFapomap.pdf](#)
-  [21-21 HTF Map.pdf](#)
-  [HTF traffic.pdf](#)
-  [HTF list of uses.pdf](#)
-  [Density and Veg Charts.pdf](#)

ORDINANCE NO. 22-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 17th day of March, 2022, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D-605, the City Council does hereby find and determine that the adoption of the ordinance zoning is reasonable and in the public interest due by encouraging the most appropriate use of land;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning encourages the most appropriate use of land that allows for the development needs of the community and is located in a Primary Service Area;

WHEREAS, the Horizons 2026: Greenville's Community Plan was adopted on September 8, 2016, by the City Council by the adoption of Ordinance No. 16-055 and includes text and a Future Land Use and Character Map;

WHEREAS, the Horizons 2026: Greenville's Community Plan serves as the City of Greenville's comprehensive plan for zoning purposes and will from time to time be amended by the City Council;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160D-605, this ordinance is deemed an amendment to the comprehensive plan;

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

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

TO WIT: Happy Trail Farms, LLC (Tract 1)

LOCATION: Located between East Fire Tower Road and Bells Fork Road and 470+/- feet east of Kittrell Road.

DESCRIPTION: Beginning at a point on the southern right-of-way of NC Hwy 43 South (Charles Boulevard), said point being the northwestern corner of the Edward Clayton Property as described in Deed Book 3864, Page 228 of the Pitt County Register of Deeds. From the above-described beginning, so located, running thence as follows:

Leaving the southern right-of-way of NC Hwy 43 South (Charles Boulevard) and with the western line of above referenced Edward Clayton Property, S 07°26'46" W 266.54', thence N 61°25'42" W 334.72', thence N 62°20'33" W 137.57', thence S 24°49'59" W 144.98', thence N 60°38'29" W 644.40', thence N 34°27'59" E 77.77', thence N 39°35'01" E 73.04', thence N 48°12'16" E 114.91', thence N 85°36'05" E 96.16', thence N 79°14'45" E 137.33' to a point on the southern right-of-way of NC Hwy 43 South (Charles Boulevard), thence with the southern right-of-way of NC Hwy 43 South (Charles Boulevard), S 60°40'43" E 763.72' to the point of beginning containing 7.640 acres and being a portion of the property described in Deed Book 2879, Page 665 and all of the property described in Deed Book 2505, Page 612 both of the Pitt County Register of Deeds.

Section 2. The Future Land Use and Character Map is hereby amended by re-designating the "Traditional Neighborhood, Medium to High" category to the "Commercial" category for the area described in Section 1.

Section 3. That the following described territory is rezoned from R6A (Residential) to R6 (Residential)

TO WIT: Happy Trail Farms, LLC (Tract 2)

LOCATION: Located between East Fire Tower Road and Bells Fork Road and 470+/- feet east of Kittrell Road.

DESCRIPTION: Beginning at a point at the northwestern corner of the Mary Lee Branch Worthington Property as described in Deed Book 2027, Page 111 of the Pitt County Register of Deeds. From the above-described beginning, so located, running thence as follows:

N 28°24'03" E 1,148.34', thence S 60°22'52" E 73.74', thence N 69°42'54" E 264.60', thence N 32°15'57" E 98.37', thence S 63°08'25" E 31.83', thence S 52°44'55" E 55.23', thence S 46°27'39" E 131.48', thence S 89°05'46" E 73.92', thence S 63°44'25" E 69.41', thence N 51°08'16" E 15.49', thence S 46°52'13" E 11.26', thence S 24°49'59" W 1,071.00', thence S 89°23'15" W 785.35' to the point of beginning containing 17.528 acres and being a portion of the property described in Deed Book 2879, Page 665 of the Pitt County Register of Deeds.

Section 4. The Future Land Use and Character Map is hereby amended by re-designating the "Traditional Neighborhood, Low to Medium" category to the "Traditional Neighborhood, Medium to High" category for the area described in Section 3.

Section 5. That the Director of Planning and Development Services is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

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

ADOPTED this 17th day of March, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1160657

Excerpt from the draft Planning & Zoning Commission Minutes (2/15/22)

REQUEST BY HAPPY TRAIL FARMS, LLC TO REZONE A TOTAL OF 25.168 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF NC 43 S BETWEEN BLUEBILL DRIVE AND COVEY LANE AND ADJACENT TO GREY FOX RUN FOR TRACT 1 – 7.640 ACRES FROM OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CH (HEAVY COMMERCIAL) AND FOR TRACT 2 – 17.528 ACRES FROM R6A (RESIDENTIAL [MEDIUM DENSITY MULTI-FAMILY]) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]).

Chantae Gooby presented for staff. Tract 1 is 7.640 acres in size and is requested from OR (Office-Residential [High Density multi-family]) to CH (Heavy Commercial). Tract 2 is 17.528 acres in size and the request is from R6A (Residential [Medium Density Multi-family]) to R6 (Residential [High-Density Multi-family]). The property is located in the Hardee Creek watershed. If stormwater rules apply it would require 10-year detention. The request could generate a net increase of about 3,400 trips per day with both tracts at full build-out. A Traffic Impact Analysis (TIA) will most likely be required and it is important to note that the intersection at Bluebill Drive and NC 43 is not a signalized intersection. There are two activity centers near the request. There is a community activity center at Firetower Road and Charles Boulevard and to the south there is a commercial node at Tull Road. The purpose of these focus areas is to show where goods and services should be located and to show that commercial should be located at these nodes and not stripped out along Highway 43. The request for Tract 1 could allow convenience stores, restaurants or mini-storage. The request for Tract 2 could accommodate 200 multi-family units at full build-out. The current zoning for both tracts is in compliance with the Future Land Use and Character Map. The request for commercial for Tract 1 is not in compliance with the Future Land Use and Character Map as medium - high density residential is recommended along Highway 43. The request for medium - high density residential for Tract 2 is not in compliance with the Future Land Use and Character Map as low - medium density. Staff has a concern that this rezoning could potentially be considered "spot-zoning" in that the request is not in compliance with the Future Land Use and Character Map. The burden is on the local government to establish reasonableness for approving the request.

Factors for determining reasonableness include:

1. Size of area and its particular characteristics
2. Relation to comprehensive plan
3. Degree of change in uses between the current zoning and proposed zoning
4. Relative harm and/or benefit to the owner(s), neighborhood and community.

Therefore, staff recommends denial of the request.

Mr. Collin asked if the spot zoning concern is about the commercial or both tracts.

Ms. Gooby stated the concern is with both tracts.

Chairman Faison opened the public hearing.

Mike Baldwin spoke in favor. He stated there is mixed use and other commercial along Highway 43. The request for commercial is not for a massive area so it makes sense. For the residential request, it takes 20 acres to build a nice facility with an amenity package.

Mr. Parker asked Mr. Baldwin to expand on his rationale.

Mr. Baldwin stated with current developments the tracts are at the 20 acre mark. It is a matter of how the math and financial parts work to be able to spend money on a clubhouse, pool, fitness center and walking areas. You can't start breaking up the zoning between high and medium density and be able to accomplish that. There has to be enough quantity to make it worthwhile to build something nice.

Mr. Faison asked about the county zoning and land use plan.

Ms. Gooby stated Pitt County's Land Use Plan recommends commercial along Hwy 43. This is a time when the land use plans for the city and county do not showed a shared vision in this area.

No one else spoke in favor.

No one spoke in opposition.

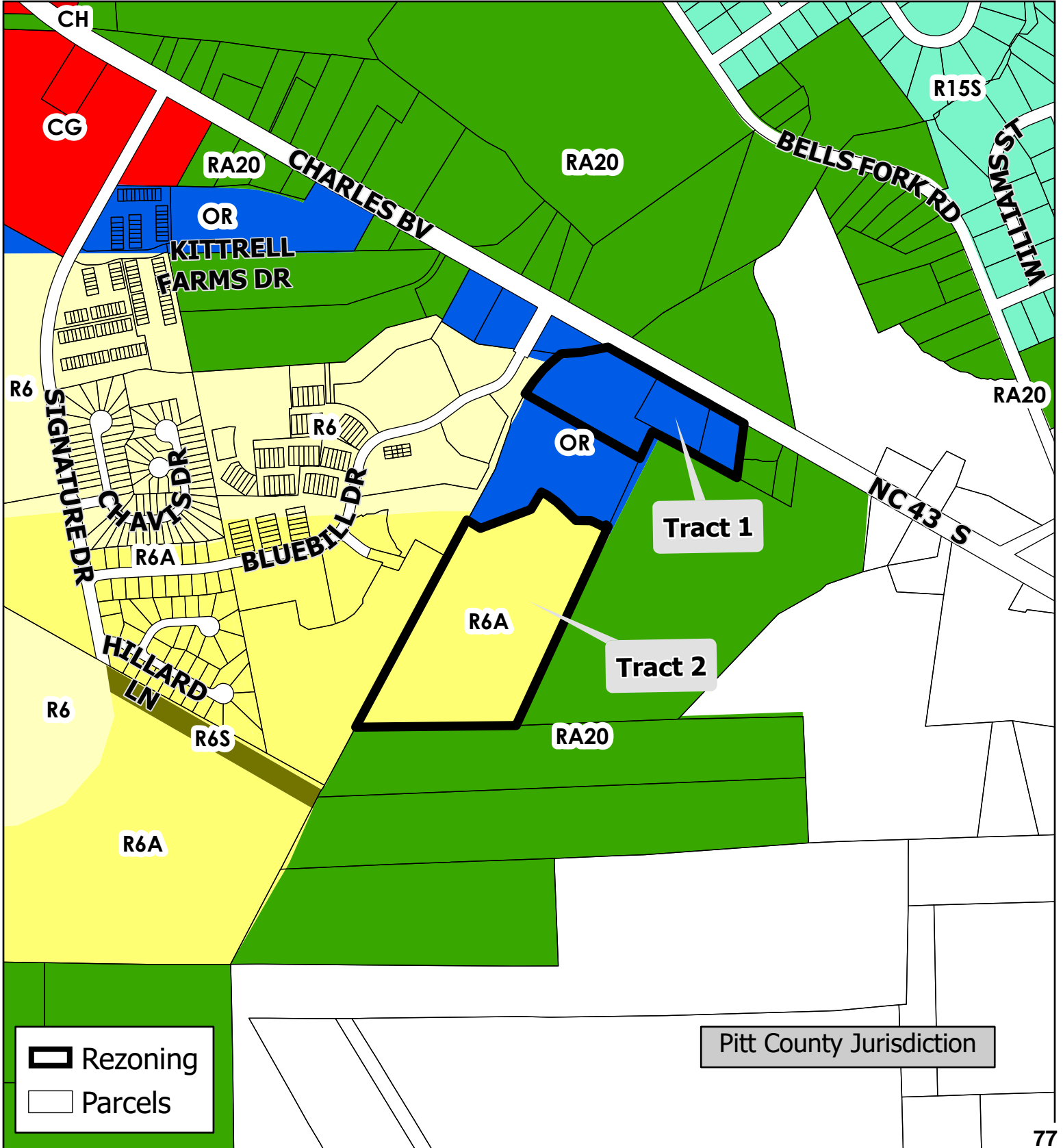
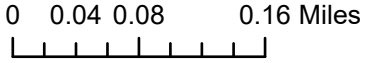
Chairman Faison closed the public hearing.

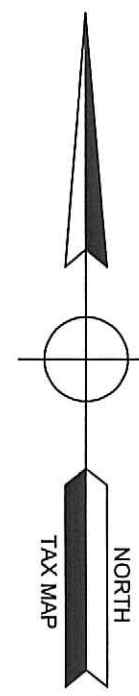
Motion made by Mr. Joyner, seconded by Mr. Parker, to recommend approval of the proposed amendment, to advise that, although the proposed amendment is not consistent with the comprehensive plan, in this instance it is an appropriate zoning classification, and to adopt the staff report which addresses plan consistency and other matters. Motion passed 6:2. Voting in favor: West, Robinson, Overton, Parker, Joyner, Collins. Voting in opposition: Maxwell and Thomas.

Happy Trail Farms, LLC

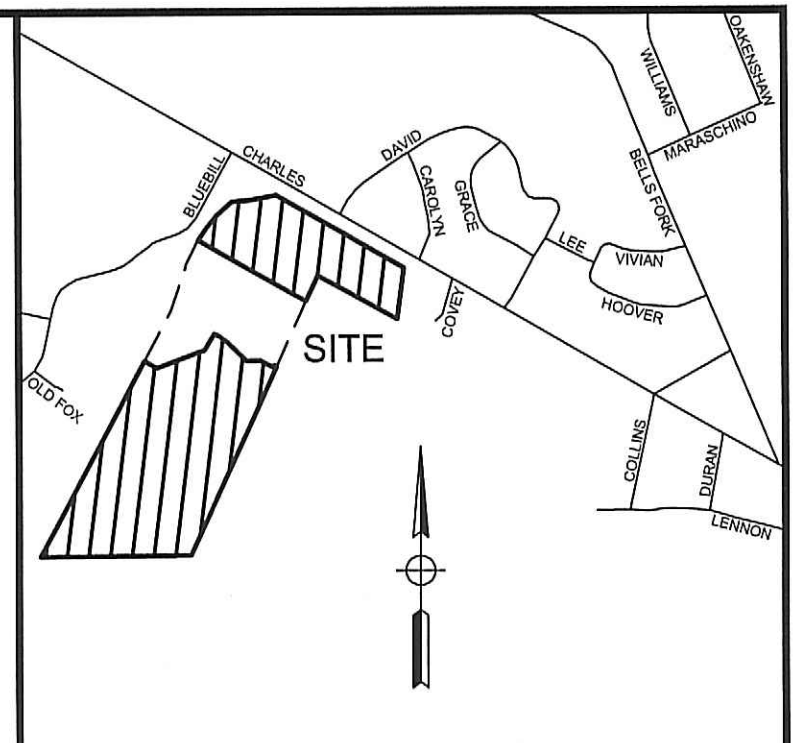
Tract 1	Tract 2
From: OR	From: RA-20
To: CH	To: R6
Acres: 7.640	Acres: 17.528

Total Acres: 25.168
February 1st, 2022

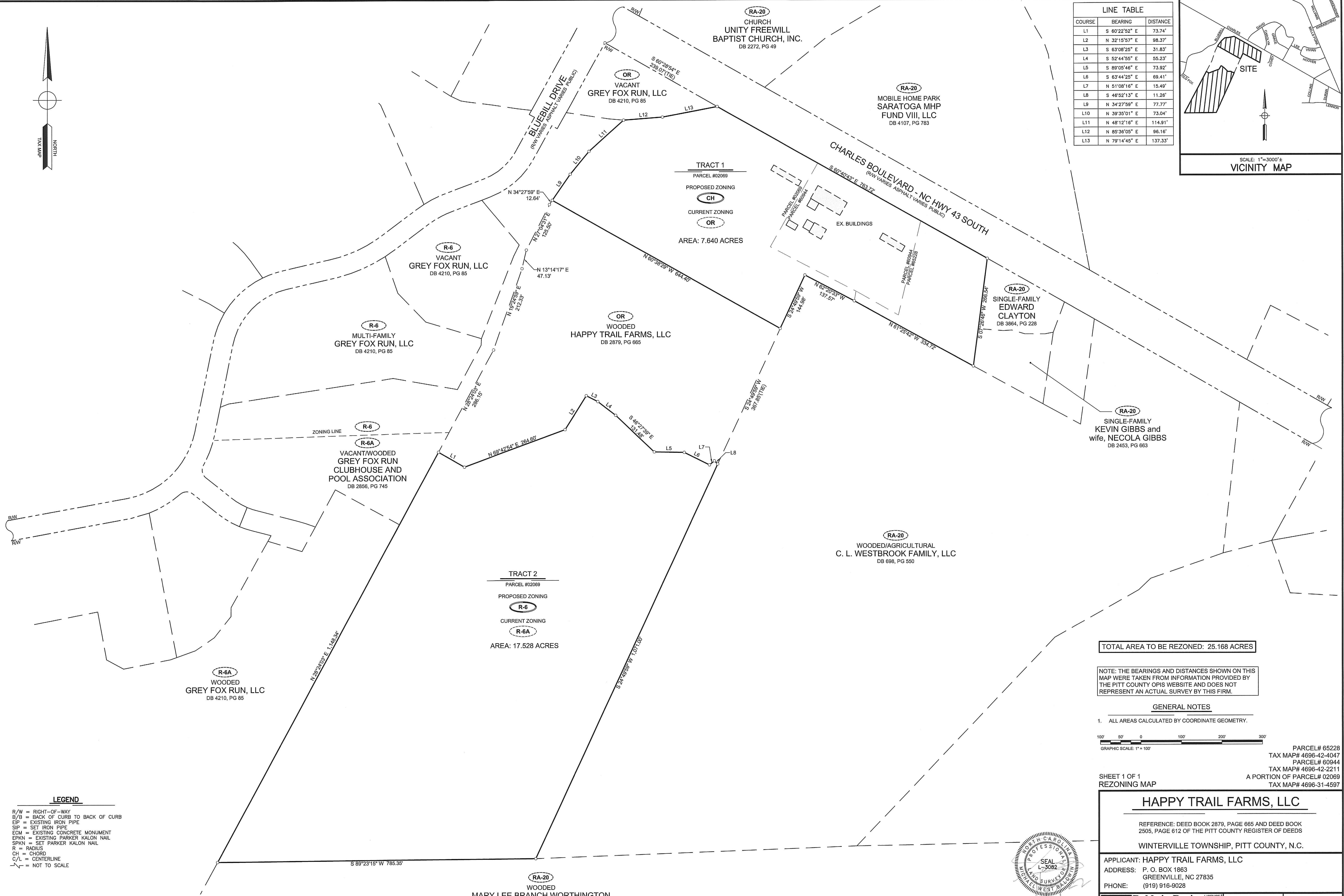




COURSE	BEARING	DISTANCE
L1	S 60°22'52" E	73.74'
L2	N 32°15'57" E	98.37'
L3	S 63°08'26" E	31.83'
L4	S 52°44'55" E	55.23'
L5	S 89°05'46" E	73.92'
L6	S 63°44'25" E	69.41'
L7	N 51°08'16" E	15.49'
L8	S 46°52'13" E	11.26'
L9	N 34°27'59" E	77.77'
L10	N 39°35'01" E	73.04'
L11	N 48°12'16" E	114.91'
L12	N 85°36'05" E	96.16'
L13	N 79°14'45" E	137.33'



SCALE: 1"=3000'
VICINITY MAP



TRACT 1
PARCEL #02069
PROPOSED ZONING: CH
CURRENT ZONING: OR
AREA: 7.640 ACRES

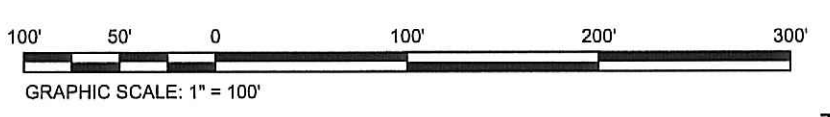
TRACT 2
PARCEL #02069
PROPOSED ZONING: R-6
CURRENT ZONING: R-6A
AREA: 17.528 ACRES

TOTAL AREA TO BE REZONED: 25.168 ACRES

NOTE: THE BEARINGS AND DISTANCES SHOWN ON THIS MAP WERE TAKEN FROM INFORMATION PROVIDED BY THE PITT COUNTY OPIS WEBSITE AND DOES NOT REPRESENT AN ACTUAL SURVEY BY THIS FIRM.

GENERAL NOTES

- 1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.



SHEET 1 OF 1
REZONING MAP

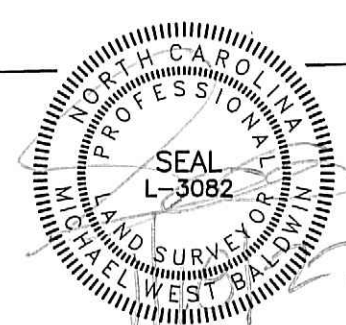
PARCEL# 65228
TAX MAP# 4696-42-4047
PARCEL# 60944
TAX MAP# 4696-42-2211
A PORTION OF PARCEL# 02069
TAX MAP# 4696-31-4597

HAPPY TRAIL FARMS, LLC

REFERENCE: DEED BOOK 2879, PAGE 665 AND DEED BOOK 2505, PAGE 612 OF THE PITT COUNTY REGISTER OF DEEDS

WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

APPLICANT: HAPPY TRAIL FARMS, LLC
ADDRESS: P. O. BOX 1863
GREENVILLE, NC 27835
PHONE: (919) 916-9028



CLOSURE CHECK BOUNDARY
CHECKED: WRH DATE: 12/13/2021

	SURVEYED: N/A	APPROVED: MWB
	DRAWN: WRH	DATE: 12/13/2021
CHECKED: MWB		SCALE: 1" = 100'

LEGEND
R/W = RIGHT-OF-WAY
B/B = BACK OF CURB TO BACK OF CURB
EIP = EXISTING IRON PIPE
SIP = SET IRON PIPE
ECM = EXISTING CONCRETE MONUMENT
EPKN = EXISTING PARKER KALON NAIL
SPKN = SET PARKER KALON NAIL
R = RADIUS
CH = CHORD
C/L = CENTERLINE
-/- = NOT TO SCALE

Y:\DRAWINGS\21-131 HAPPY TRAIL FARMS\REZONING.dwg Tue, Jun 18, 2022-5:25pm WHERREION

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 21-17

Applicant: Happy Trail Farms, LLC

Property Information

Current Zoning: Tract 1: OR (Office-Residential [High Density Multi-Family])
 Tract 2: R6A (Residential [Medium Density Multi-Family])

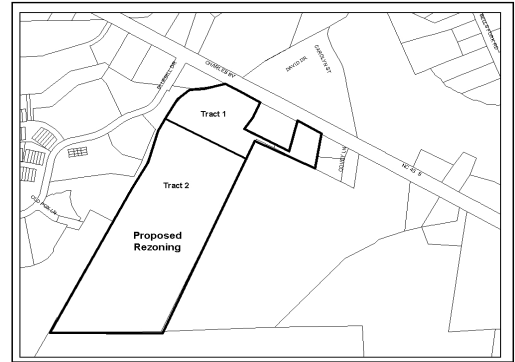
Proposed Zoning: Tract 1: CH (Heavy Commercial)
 Tract 2: R6 (Residential [High Density Multi-Family])

Current Acreage: Tract 1: 7.640 acres
 Tract 2: 17.528 acres

Location: Charles Blvd, south of Bluebill Dr

Points of Access: Charles Blvd

Location Map



Transportation Background Information

1.) Charles Blvd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	3-lanes - curb & gutter	4 lane divided with raised median
Right of way width (ft)	60	100
Speed Limit (mph)	45	
Current ADT:	14,612 (*)	
Design ADT:	12,000 vehicles/day (**)	39,700 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status	Major Thoroughfare	

Other Information: There are no sidewalks along Charles Blvd that service this property.

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

Transportation Improvement Program Status: U-5991 - Widen NC 43 from SR 1708 (FIRETOWER ROAD) TO SR 1711 (WORTHINGTON ROAD). WIDEN TO MULTI-LANES.

Trips generated by proposed use/change

Current Zoning: 1,501 -vehicle trips/day (*) **Proposed Zoning: 4,900** -vehicle trips/day (*)

Estimated Net Change: increase of 3399 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

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

1.) Charles Blvd , North of Site (70%): **“No build” ADT of 14,612**

Estimated ADT with Proposed Zoning (full build) – 18,042
 Estimated ADT with Current Zoning (full build) – 15,663
Net ADT change = 2,379 (15% increase)

2.) Charles Blvd , South of Site (30%): “No build” ADT of 14,612

Estimated ADT with Proposed Zoning (full build) – 16,082

Estimated ADT with Current Zoning (full build) – 15,062**Net ADT change = 1,020 (7% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 4900 trips to and from the site on Charles Blvd, which is a net increase of 3399 additional trips per day.

During the review process, measures to mitigate the traffic will be determined. A Traffic Impact Analysis will most likely be required.

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

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

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

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

(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
PROPOSED ZONING	
CH (HEAVY COMMERCIAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
b.	Internal service facilities
c.	On-premise signs per Article N
d.	Off-premise signs per Article N
e.	Temporary uses; of listed district uses
f.	Retail sales; incidental
g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
a.	Public utility building or use
b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
e.	County government operation center
g.	Liquor store, state ABC
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
b.	Greenhouse or plant nursery; including accessory sales
d.	Farmers market
e.	Kennel (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
b.	Golf course; par three
c.	Golf driving range
c(1).	Tennis club; indoor and outdoor facilities
e.	Miniature golf or putt-putt course
f.	Public park or recreational facility
h.	Commercial recreation; indoor only, not otherwise listed
i.	Commercial recreation; indoor and outdoor, not otherwise listed
j.	Bowling alley
m(1).	Dining and entertainment establishment (see also section 9-4-103)
n.	Theater; movie or drama, indoor only
o.	Theater; movie or drama, including outdoor facilities
q.	Circus, carnival, or fair, temporary only (see also section 9-4-103)

s.	Athletic club; indoor only
t.	Athletic club; indoor and outdoor facilities
(7) Office/Financial/Medical	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
c.	parking and indoor storage
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
g.	Catalogue processing center
(8) Services	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
n.	Auditorium
o.	Church or place of worship (see also section 9-4-103)
q.	Museum
r.	Art gallery
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
u.	Art studio including art and supply sales
v.	Photography studio including photo and supply sales
w.	Digital broadcast studio (see also section 9-4-103)
y.	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers
y(4) Distributed Antenna System (See also 9-4-103 (Q))	
z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
bb.	Civic organizations
cc.	Trade or business organizations
hh.	Exercise and weight loss studio; indoor only
kk.	Launderette; household users
ll.	Dry cleaners; household users
mm.	Commercial laundries; linen supply
oo.	Clothes alteration or shoe repair shop
pp.	Automobile wash
qq.	Pet grooming facility (see also section 9-4-103)
(9) Repair	
b.	Minor repair; as an accessory or principal use
c.	Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
d.	Upholsterer; furniture
f.	Appliance; household and office equipment repair
g.	Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
o.	Appliance; household, commercial or industrial use, sales and accessory repair, including outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service
cc.	Farm supply and commercial implement sales
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
a.	Wholesale; durable and nondurable goods, not otherwise listed
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
e.	Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
f.	Automobiles, truck, recreational vehicle, motorcycles and boats sales and services (see also major and minor repair)
g.	Mobile home sales including accessory mobile home office
(12) Construction	
b.	Licensed contractor; general electrical, plumbing, mechanical, etc... including outside storage

c.	Construction office; temporary, including modular office (see also section 9-4-103)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
(13) Transportation	
c.	Taxi or limousine service
e.	Parcel delivery service
f.	Ambulance service
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
a.	Ice plant and freezer lockers
b.	Dairy; production, storage, and shipment facilities
c.	Bakery; production, storage, and shipment facilities
g.	Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
h.	Engraving; metal, glass or wood
i.	Moving and storage of nonhazardous materials; excluding outside storage
k.	Mini-storage warehouse, household; excluding outside storage
m.	Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
u.	Tire recapping or retreading plant
(15) Other Activities (not otherwise listed - all categories) - None	
CH (HEAVY COMMERCIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
j.	Residential quarters for resident manager, supervisor or caretaker; including mobile home
(3) Home Occupations - None	
(4) Governmental - None	
(5) Agricultural/Mining	
k.	Sand mining
m.	Beekeeping; major use
(6) Recreational/Entertainment	
d.	Game center
l.	Billiard parlor or pool hall
m.	Public or private club
r.	Adult uses
u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities

	l. Convention center; private
	dd. Massage establishment
	ff(1). Mental health, emotional or physical rehabilitation day program facility
(9) Repair	
	a. Major repair; as an accessory or principal use
(10) Retail Trade	
	j. Restaurant and/or dining and entertainment establishment; regulated outdoor activities
	n. Appliance; commercial use, sales and accessory repair; excluding outside storage
	z. Flea market
	ff. Tobacco shop (Class 1) (see also section 9-4-103)
	gg. Tobacco shop (Class 2) (see also section 9-4-103)
	hh. Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
	d. Stone or monument cutting, engraving
	j. Moving and storage; including outside storage
	l. Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
	y. Recycling collection station or facilities
(15) Other Activities (not otherwise listed - all categories)	
	a. Other activities; personal services not otherwise listed
	b. Other activities; professional services not otherwise listed
	c. Other activities; commercial services not otherwise listed
	d. Other activities; retail sales not otherwise listed
R6 (RESIDENTIAL) - PERMITTED USES	
(1) General	
	a. Accessory use or building
	c. On-premise signs per Article N
(2) Residential	
	a. Single-family dwelling
	b. Two-family attached dwelling (duplex)
	b(1). Master Plan Community per Article J
	c. Multi-family development per Article I
	f. Residential cluster development per Article M
	k. Family care homes (see also 9-4-103)
	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	

	f.	Public park or recreational facility
	g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None		
(8) Services		
	o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction		
	c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
R6 (RESIDENTIAL) - SPECIAL USES		
(1) General - None		
(2) Residential		
	d.	Land use intensity multi-family (LUI) development rating 50 per Article K
	e.	Land use intensity multi-family (LUI) development rating 67 per Article K
	l.	Group care facility
	n.	Retirement center or home
	o(1).	Nursing, convalescent or maternity home; minor care facility
	p.	Board or rooming house
	r.	Fraternity or sorority house
(3) Home Occupations		
	a.	Home occupation; not otherwise listed
	b.	Home occupation; barber and beauty shop
	c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental		
	a.	Public utility building or use
(5) Agricultural/Mining - None		
(6) Recreational/Entertainment		
	a.	Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	d.	Cemetery
	g.	School; junior and senior high (see also section 9-4-103)
	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
	m.	Multi-purpose center
	t.	Guest house for a college or other institution of higher learning
(9) Repair - None		
(10) Retail Trade - None		

(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None
(12) Construction - None
(13) Transportation - None
(14) Manufacturing/Warehousing - None
(15) Other Activities (not otherwise listed - all categories) - None

RESIDENTIAL DENSITY CHART

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

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

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

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

Bufferyard A (street yard)

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

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)

Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)

Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

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

Bufferyard D (screen required)

Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

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

Bufferyard E (screen required)

Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

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

Bufferyard F (screen required)

Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

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

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



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Ordinance requested by Commercial & Office Centers, LLC to amend the Future Land Use and Character Map for 25 acres from Office/Institutional (O/I) and Mixed Use High Intensity (MUHI) to Residential, High Density (HDR) for the property located along the southern right-of-way of Stantonsburg Road (Hwy 264) roughly between Stantonsburg Road and Allen Road

Explanation: **Comprehensive Plan:**

When property is requested to be rezoned, staff relies on Horizons: Greenville's Community Plan and the Future Land Use and Character Map as a basis for staff's opinion. This is a request to amend the City's Future Land Use and Character Map to designate the future land use for the subject property.

The Future Land Use Plan Map recommends mixed use, high intensity (MUHI) at the southwestern corner of the intersection of Stantonsburg Road (Hwy 264) and Allen Road and commercial (C) at the southeastern corner of the intersection of Stantonsburg Road (Hwy 264) and Stantonsburg Road with office/institutional (OI) between the two characters to serve as a transitional buffer.

Current Land Use Category

Mixed Use, High Intensity

Large-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Multi-story mixed use buildings are located close together and near the street. Large floorplate buildings may support uses that serve the broader community and region.

Intent:

- Vertical mixed use buildings (residential or office above commercial) as well as multi-story single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in

parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety

- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

Commercial

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

Intent:

- Provide connectivity to nearby uses (paths, streets)

Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings

- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Office/Institutional

These areas serve as a transition between more intense commercial areas and surrounding neighborhoods. The form of future development should take a more

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

Intent:

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

Primary uses:

Office

Institutional/civic

Proposed Land Use Category:

Residential, High Density

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

Intent:

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

Primary uses:

Multi-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Office

Single-family residential detached (small lot)

Institutional/civic (churches and schools)

Current Conditions:

Currently, the property is farmland and is zoned Medical-Office (MO).

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on the analysis comparing the existing land use categories (5,632 daily trips) and requested land use category, the proposed land use could generate approximately 2,379 trips to and from the site on Stantonsburg Road, which is a net decrease of 3,253 trips per day. Since the traffic analysis for the requested land use indicates that the proposal would generate less traffic than the existing land use, a traffic volume report was not generated.

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

Density:

Under the current categories, the site could accommodate 130,000+/- sq. ft. of office space, one (1) hotel (120 rooms), and 52,000+/- sq. ft. of commercial space consisting of one (1) freestanding convenience store - 1,500 sq. ft. and a strip center containing: retail - 6,000 sq. ft., sit down restaurant 2,000 sq. ft., fast food [no drive-thru] - 1,500 sq. ft., office - 2,000 sq. ft., and mini-storage - 40,000 sq. ft.

Under the proposed category, the site could accommodate 275-325 multi-family units (1, 2 and 3 bedroom units).

The anticipated build-out is within 3-5 years.

History:

On September 8, 2016, the City Council adopted Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

During 2015-2016, the Comprehensive Plan Committee (CPC) held nine meetings to update Horizons: Greenville's Comprehensive Plan. The CPC was comprised of representatives from eight city boards and/or commissions along with invited representation from East Carolina University, Vidant Medical Center, Uptown Greenville, the Home Builders Association, Pitt County Committee of 100, Greenville-Pitt County Chamber of Commerce, and Mayor and City Council Member appointees.

In addition to attendance by the appointed 24 CPC members, Community Partners were also invited to all Committee meetings to review drafts and provide input throughout development of the plan. The Community Partners invited to participate included representatives from various City of Greenville departments, the Town of Winterville, Pitt County Government (Planning Department), Pitt County Schools, Greenville Utilities Commission, and NCDOT. Presentations and summaries from the CPC meetings were posted online following each meeting at the project website.

In addition to these meetings, two open houses were held at the Convention Center and a 2-day workshop was held at the Willis Building.

All meetings, workshops, open houses, and public hearings were advertised in The Daily Reflector. All information related to CPC meetings was posted on the City's website.

The Horizons 2026 update was an important opportunity to study current trends and conditions, re-evaluate the community's priorities, and create a renewed vision for Greenville.

The comprehensive plan serves as a tool that expresses the values, aspirations, and vision of the community, along with goals, policies, and strategies to achieve that vision. It sets forth long-range planning in categories including transportation, housing, environment, and economic development, and weaves these elements through thematic topics.

Horizons 2009-2010 is the City's previous comprehensive plan, and prior plans were adopted in 2004, 1997, and 1992. There are several reasons the Horizons 2010 plan needed to be updated, including:

- Many of the action items have been accomplished;
- The population has grown and changed, resulting in new needs and demands; Local, regional, national, and global changes have resulted in a new social, economic, and environmental context; and
- New research and information have expanded the knowledge and thinking about community planning best practices.

During the November 16, 2015 and January 26, 2016 CPC meetings and the 2-day workshop, the draft Future Land Use and Character Map was specifically discussed.

At the 2-day workshop on November 4 and 5, 2015, the draft Future Land Use and Character Maps were presented to gather ideas, input, and comments from all interested parties.

At the January 25, 2016 CPC meeting, the principles discussed related to the draft Future Land Use and Character map were:

1. Infill and redevelopment are priorities
2. Quality design
3. Greater intensity of development in some locations
4. Create well-connected places
5. A vibrant Uptown
6. Create neighborhoods, maintain established ones
7. Protect natural features/amenities
8. Sustainable development practices

Similarities to the past plan:

1. Reduce "strip commercialization" emphasize nodal development
2. Incorporate mixed uses
3. Promote inter-connectivity
4. Create walkable (human-scale) developments

In conclusion, the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map are the result of a year-long process of CPC meetings, workshops, and open houses.

A public meeting was held by the Planning and Zoning Commission, and a public hearing was held by City Council.

On August 8, 2016, the Comprehensive Plan Committee voted unanimously to endorse the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

On August 16, 2016 the Planning and Zoning Commission voted unanimously to recommend approval of the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

On September 8, 2016, the City Council voted unanimously to approve the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Fiscal Note:

No cost to the City.


Recommendation:

One of the guiding principles of the Comprehensive Plan Committee (CPC) was "sustainable development practices". The current office/institutional character acts a buffer between the mixed use, high intensity and commercial characters. The requested residential, high density character still meets the intent of the plan by providing a buffer and incorporating compatible mixed uses. Staff is of the opinion that this request is promotes sustainable development practices and promotes the desired urban form.

The Planning and Zoning Commission voted to unanimously approve the request at its February 15, 2022 meeting.

In staff's opinion, the proposed Future Land Use and Character Map amendment fulfills the principles that guided the Comprehensive Plan Committee (CPC) and promotes the desired urban form. Therefore, staff recommends approval.

ATTACHMENTS

-  [Ordinance - FLUM Commercial and Office Centers LLC.pdf](#)
-  [Minutes - FLUP.pdf](#)
-  [Commercial and Office Centers apo map.pdf](#)

ORDINANCE NO. 22-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
AMENDING HORIZONS 2026: GREENVILLE'S COMMUNITY PLAN

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 17th day of March, 2022, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance amending the Future Land Use and Character Map for the following described territory;

WHEREAS, the Horizons 2026: Greenville's Community Plan was adopted on September 8, 2016, by the City Council by the adoption of Ordinance No. 16-055 and includes text and a Future Land Use and Character Map;

WHEREAS, the Horizons 2026: Greenville's Community Plan serves as the City of Greenville's comprehensive plan for zoning purposes and will from time to time be amended by the City Council; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Greenville have reviewed the proposed amendment to the Future Land Use and Character Map and a public hearing has been held to solicit public comment.

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

Section 1. The Future Land Use and Character Map is hereby amended by designating the subject property from office/institutional (OI) and mixed use, high intensity (MUHI) to residential, high density (HDR) for 25+/- acres for the property located along the southern right-of-way of Stantonsburg Road (Hwy 264) roughly between Stantonsburg Road and Allen Road.

GENERAL DESCRIPTION:

Beginning at a known point, said point being the southern right-of-way of Stantonsburg Road (Hwy 264 E) and the northwestern corner of the property identified as parcel number 18295 as identified in the Pitt County Tax Assessor's Office; thence running in an easterly direction to the northeastern corner of the property identified as parcel number 18295 as identified in the Pitt County Tax Assessor's Office for 1,540+/- feet; thence running along the eastern property line of the property identified as parcel number 18295 as identified in the Pitt County Tax Assessor's Office for 960+/- feet ; thence running in a westerly direction along the southern property line of the property identified as parcel number 69949 as identified in the Pitt County Tax Assessor's Office for 350+/- feet; thence running in a northerly direction along the eastern property line of the property identified as parcel number 17564 as identified in the Pitt County Tax Assessor's Office for 95+/- feet; thence running in a westerly direction along the southern property line of the

property identified as parcel number 69949 as identified in the Pitt County Tax Assessor's Office for 800+/- feet; thence running along the eastern right-of-way of Whitakers Chapel Road in a northern direction for 450+/- feet; thence running along southern right-of-way of Radio Station Road in a westerly direction for 430+/- feet; thence crossing Radio station Road in a northerly direction and along the western property line of the property identified as parcel number 18295 as identified in the Pitt County Tax Assessor's Office returning to the point of beginning and containing 25+/- acres.

Section 2. That the Director of Planning and Development Services is directed to amend the Future Land Use and Character Map of the City of Greenville in accordance with this ordinance.

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

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

ADOPTED this 17th day of March, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Doc. # 1160656

Excerpt from the draft Planning & Zoning Commission Minutes (2/15/22)

REQUEST BY COMMERCIAL & OFFICE CENTERS, LLC TO AMEND THE FUTURE LAND USE AND CHARACTER MAP FOR 25 ACRES FROM OFFICE/INSTITUTIONAL (O/I) AND MIXED USE HIGH INTENSITY (MUHI) TO RESIDENTIAL, HIGH DENSITY (HDR) FOR THE PROPERTY LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF STANTONSBURG ROAD (HWY 264) ROUGHLY BETWEEN STANTONSBURG ROAD AND ALLEN ROAD.

Chantae Gooby presented for staff. The property is currently zoned MO (Medical-Office). There is the Mixed Use High Intensity (MUHI) character at the corner of Stantonburg Road and Allen Road and the Commercial character at the corner of Stantonburg Road and Highway 264. In between those two characters is the Office/Institutional character which acts as a buffer or a transition between those two different characters. Under the Mixed Use High Intensity (MUHI) you could expect a hotel, convenience store, strip center or perhaps restaurants. The request is for High Density Residential (HDR) or high density multi-family. With this request, it could accommodate about 300 multi-family units. With comparing the full build-out between the current and proposed the request, there would actually be a decrease in traffic so a traffic volume report was not generated. In staff's opinion, this would be a sustainable development practice because there is still a transition or buffer. Therefore, staff recommends approval.

Chairman Faison opened the public hearing.

Scott Anderson spoke in favor. He stated they have had a lot of demand in this area for higher density residential uses close to the bypass. They feel this request meets that need and it is keeping with the guiding principles of the original plan.

No one else spoke in favor.

No one spoke in opposition.

Chairman Faison closed the public hearing.

Michael Overton requested to recuse himself from the vote.

Motion made by Mr. Thomas, seconded by Mr. Parker, to recuse Mr. Overton from voting on the request. Motion passed unanimously.

Motion made by Mr. Thomas, seconded by Mr. Parker, to approve. Motion passed unanimously.

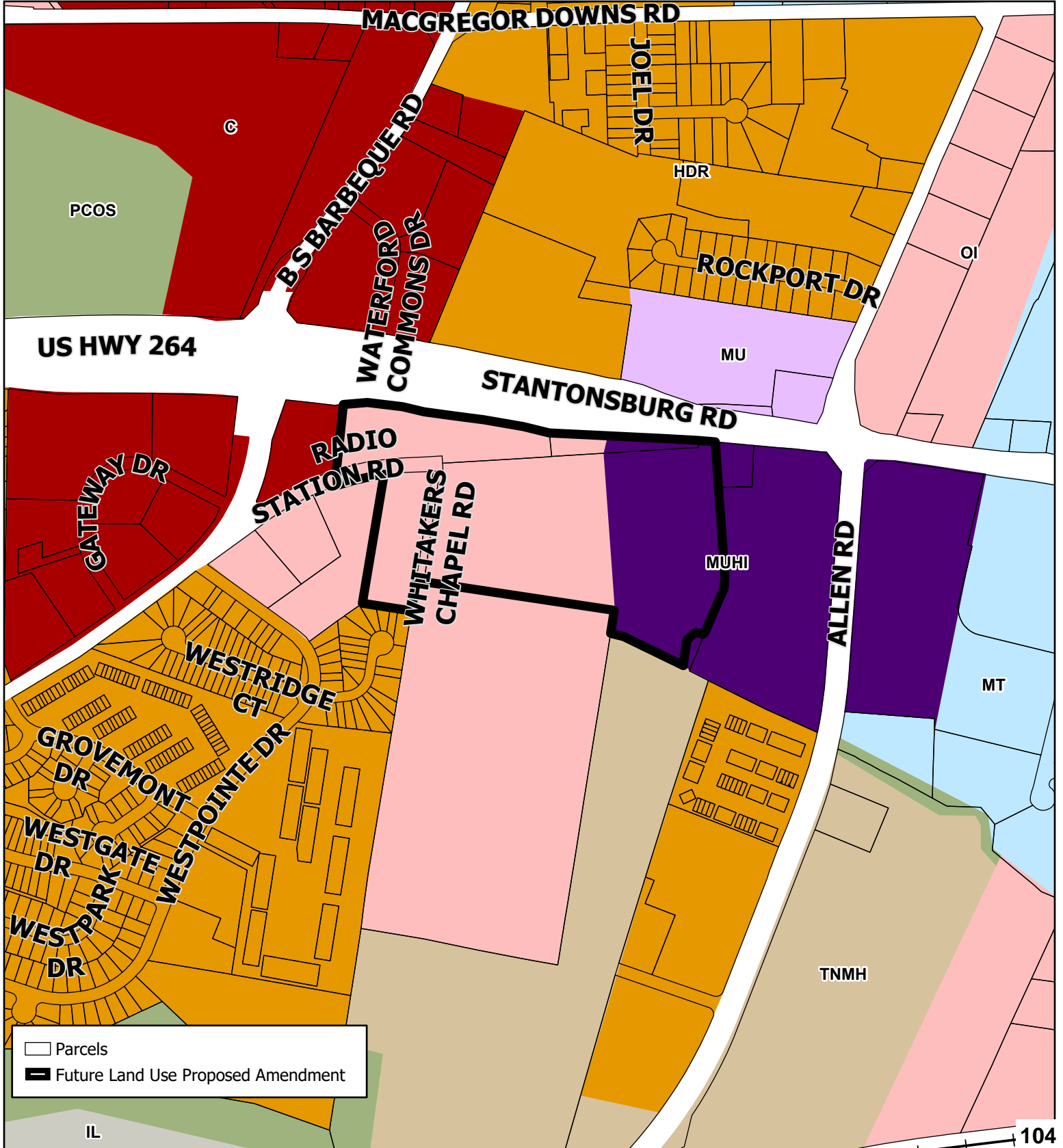
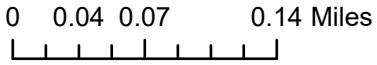
Commercial & Office Centers, LLC

From: O&I /MUHI

To: HDR

Acres: 25+/-

February 1st, 2022



□ Parcels
▬ Future Land Use Proposed Amendment



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Ordinance requiring the demolition and removal of the dwelling located at 1305 West Fourth Street, Tax Parcel #21925

Explanation: The Planning and Development Services Department is requesting that the City Council approve an ordinance requiring the owner of a dwelling or dwelling units on one parcel to demolish and remove the dwelling(s) pursuant to City Code Section 9-1-110 (C)(2): "ordering the Code Enforcement Coordinator or officer to cause the structure to be removed or demolished, as provided in the original order of the Code Enforcement Coordinator or officer". The proposed ordinance provides that the owner has 90 days to demolish and remove the dwelling(s) and if the owner fails to accomplish this within 90 days, then the City will proceed with demolishing and removing the dwelling(s).

- On November 8, 2021, Notice of Violation and Hearing was sent by certified mail to the listed owner(s) and heirs.
- On November 13 and 20, 2021, Notice of Violation and Hearing was published in the Greenville, NC Daily Reflector to the listed owner(s) and heirs to ensure all owners and parties in interest, specifically unknown and unnamed, received proper notice and an opportunity for hearing on the action(s) to be taken by the City for the dwelling located at 1305 W. Fourth Street, Tax Parcel #21925.
- On December 7, 2021, the City held a hearing. No owners, parties in interest, or their agent or attorneys attended.
- On December 9, 2021, Notice of Finding of Fact and Order was sent by certified mail to the listed owner(s) and heirs.
- On December 11 and 18, 2021, Notice of Finding of Fact and Order was published in the Greenville, NC Daily Reflector.
- The Order instructed the listed owner(s) and heirs to bring the dwelling into compliance with the Minimum Housing Code of the City of Greenville by repairing, altering or improving the dwelling in order to render it in compliance with the minimum standards or by demolishing and removing the structure by a date no later than the January 31, 2022.
- The dwelling(s) has/have been vacated and closed without utilities for well

over 5 years.

- The current Pitt County Tax Assessor's report values the property at \$24,016 (Building value is listed as \$21,676, Extra features value of \$0, and the land value is \$2,340 for a total tax value of \$24,016).
- The estimated cost to repair the main dwellings is \$129,639.24.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolish the structure are estimated at \$8,000. The cost of demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 12 of Chapter 160D of the North Carolina General Statutes. If the dwelling is removed or demolished by the public officer, the local government shall sell the materials of the dwelling, and any personal property, fixtures, or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the public officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

Recommendation:

Staff recommends that Council approve the ordinance requiring the demolition and removal of the dwelling located at 1305 W. Fourth Street, Tax Parcel #21925.

ATTACHMENTS

- 📎 [COG-#1160900-v1-1159581_-_1305_West_4th_Street_Demo_Ordinance_-_1_-_COG.docx](#)
- 📎 [TimePhoto_20220203_110433.jpg](#)
- 📎 [TimePhoto_20220203_110716.jpg](#)
- 📎 [Outside porch.jpg](#)

ORDINANCE NO. ____

ORDINANCE REQUIRING THE DEMOLITION AND REMOVAL OF THE DWELLING
LOCATED AT:
1305 W. FOURTH STREET, TAX PARCEL NUMBER# 21925
(CODE CASE# CEMH-2021-00101)

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Title 9, Chapter 1, Article F of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Article 12 of Chapter 160D of the North Carolina General Statutes (G.S.), the owner of the dwelling described below has failed to comply with an Order to either (i) repair, alter, or improve the dwelling to bring it into compliance with the minimum standards established by the Minimum Housing Code or (ii) demolish and remove the dwelling;

WHEREAS, the City Council of the City of Greenville does hereby find and determine that the owner of the dwelling described below has been given a reasonable opportunity to bring the dwelling in conformity with the minimum standards established by the Minimum Housing Code contained in Section 9-1-93 through 9-1-104 of the Code of the City of Greenville, North Carolina; and

WHEREAS, G. S. § 160D-1203 and Section 9-1-110 (C)(2), of the Code of the City of Greenville, North Carolina empower the City Council of the City of Greenville to enact this ordinance to authorize and direct the Code Enforcement officer to remove or demolish a dwelling when the owner has failed to comply with an Order of the Code Enforcement Officer issued pursuant to the provisions of the Minimum Housing Code;

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

Section 1. The owner(s), Rotonia Sade Lowery Moore, Yasmine Alexis Taylor, Donyell Hamek(also "Yamek") Taylor, Jakevion Corvosier Ishard Peterson(minor) whose interest is held for the benefit of said minor by Lacreashia Eshawn Peterson, Armani Alaysi Moore(minor) whose interest is held for the benefit of said minor by Mary Alice Taylor, Curtese Vontae'jah Daniels(minor) whose interest is held for the benefit of said minor by Danisa Nicole Rogers and any other known or unknown heirs at law of Curtis Donyell Moore, deceased, of the dwelling located at 1305 W. Fourth Street, Tax Parcel # 21925 in the City of

Greenville, North Carolina, is hereby directed and required to demolish and remove the dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Supervisor is hereby authorized and directed to proceed to demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 1305 W. Fourth Street, Greenville, North Carolina, and owned by Rotonia Sade Lowery Moore, Yasmine Alexis Taylor, Donyell Hamek(also "Yamek") Taylor, Jakevion Corvosier Ishard Peterson(minor) whose interest is held for the benefit of said minor by Lacreashia Eshawn Peterson, Armani Alaysi Moore(minor) whose interest is held for the benefit of said minor by Mary Alice Taylor, Curtese Vontae'jah Daniels(minor) whose interest is held for the benefit of said minor by Danisa Nicole Rogers and any other known or unknown heirs at law of Curtis Donyell Moore, deceased.

Section 3. The cost of demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 12 of Chapter 160D of the North Carolina General Statutes. The usable material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. § 160D-1203(7).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 17th day of March, 2022.

PJ Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public in and for said state and county, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledging that she is the City Clerk of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by the Mayor, sealed with the corporate seal and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____ 2022.

Notary Public

My Commission Expires:



Feb 3, 2022 11:04:33 AM

1305 West 4th Street

Greenville, Pitt County 27834

United States

William Lowery



Feb 3, 2022 11:07:16 AM
1305 West 4th Street
Greenville, Pitt County 27834
United States
William Lowery



Feb 3, 2022 11:14:32 AM
William Lowery



City of Greenville, North Carolina

Meeting Date: 03/17/2022

Title of Item: Resolution and Lease Agreement for Lease of Parking Spaces at Fourth Street Parking Garage Related to Hotel Development Agreement between City and Greenville Ventures NC, LLC

Explanation: On August 13, 2020, the City Council approved a resolution and Development Agreement (Agreement) between the City of Greenville ("City") and Greenville Ventures NC, LLC (developer) related to the purchase of the City's property located at 421 and 423 Evans Street ("property") for the development of a hotel. The developer closed on the property as required, obtained building permits, and has begun construction.

The Agreement provides that the hotel shall have a minimum of 90 hotel rooms and City shall provide one parking space per hotel room for use by the developer. The Agreement provides City shall lease the developer 10 parking spaces at the full price (100% of City's monthly public lease rate set forth in the Manual of Fees) and the remaining spaces shall be leased at a rate of 30% of the price set forth in the Manual of Fees. However, the Agreement does not address the term of the lease.

City staff recommends that City enter into a Lease Agreement ("Lease") for a 10-year term that, at expiration, automatically extends and renews for 80 additional renewal terms of 1 year each (potential for a total of 90 years), unless Tenant unilaterally decides to terminate within 60 days prior to expiration of the current term of the lease. The developer says such a long-term lease is necessary to ensure its hotel project will have adequate parking for its guests and its parking rights will not expire until and unless they elect to terminate. The Lease would start on a date agreed upon by the parties but not before the developer receives a certificate of occupancy.

Public Hearing:

Pursuant to N.C. General Statute § 158-7.1, on March 17, 2022, the City will hold a public hearing related to the Lease.

Fiscal Note: The Lease will support the development of the hotel. The Lease will not be in force until Developer has received a certificate of occupancy. The City's net proceeds from the Lease shall be revenue from the leasing of spaces to Developer as described above; full-price for the first 10 spaces and remaining spaces 30% as set forth in the Manual of Fees.

Recommendation: Approve attached resolution and Lease Agreement between the City of Greenville and Greenville Ventures NC, LLC for the lease of parking spaces at Fourth Street Parking Garage in support of the hotel under construction. The Lease is for 10 years and, upon expiration, automatically extends and renews for 80 additional renewal terms of 1-year each (potential for a total of 90 years).

The Mayor or City Manager is authorized to execute all required contracts and instruments regarding the Lease, and either City Manager or City Attorney is authorized to make any non-substantive revisions to attached documents (resolution and Lease).

ATTACHMENTS

 **RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF GREENVILLE AND GREENVILLE VENTURES NC LLC FOR LEASE OF PARKING SPACES AT FOURTH STREET PARKING GARAGE IN SUPPORT.pdf**

 **Parking Lease Agreement Hotel Evans Street Greenville Ventures..pdf**

RESOLUTION NO. – 22

RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF GREENVILLE
AND GREENVILLE VENTURES NC, LLC FOR LEASE OF PARKING SPACES AT
FOURTH STREET PARKING GARAGE IN SUPPORT OF HOTEL DEVELOPMENT
AGREEMENT

WHEREAS, pursuant to the statutory authority under N.C. Gen. Stat. § 158-7.1, the City of Greenville (“City”) entered into a development agreement (Agreement dated August 31, 2020) and pursuant to that Agreement sold property to Greenville Ventures NC, LLC (“developer” or “tenant”) on which a hotel project is currently being built;

WHEREAS, the construction of the hotel by the developer is an economic development project which will increase the tax base of the City, create jobs, and stimulate development of the downtown area;

WHEREAS, the Agreement provides that the hotel shall have a minimum of 90 hotel rooms, and that City shall provide one parking space per hotel room for use by the developer at the City’s parking deck located on the block of 4th Street and Cotanche Street (Fourth Street Parking Deck);

WHEREAS, the Agreement provides City shall lease the developer 10 parking spaces at the full price (100% of City’s monthly public lease rate set forth in the Manual of Fees), and the remaining spaces shall be leased at a rate of 30% of the price set forth in the Manual of Fees;

WHEREAS, the Agreement does not address the term of the lease;

WHEREAS, City staff recommends that City and developer enter into a Lease Agreement (“Lease”) in support of the hotel project;

WHEREAS, City staff and developer negotiated the following lease term: 10-year term that at expiration automatically extends and renews for 80 additional renewal terms of 1 year each, unless developer (tenant) unilaterally decides to terminate within 60 days prior to expiration of the current term of the lease;

WHEREAS, the developer is investing at least \$12,000,00 in construction of hotel, and developer says that such a long term lease is necessary to ensure hotel will have adequate parking for its guests and its parking rights will not expire until and unless they elect to terminate;

WHEREAS, Lease would start on a date agreed upon by the parties but not before the developer receives a certificate of occupancy;

WHEREAS, Council previously adopted a resolution establishing the probable average hourly wage to be paid to workers by the hotel to be located at the property that was conveyed; and

WHEREAS, the City Council of the City of Greenville has, pursuant to the notice and hearing requirements of Local Development Act of 1925, in particular North Carolina General Statute § 158-7.1(d), published notice and held a public hearing to consider whether to approve the Lease Agreement and terms discussed herein and set forth in the Lease;

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

1. The Lease Agreement between the City and developer authorizes a 10-year term that at expiration automatically extends and renews for 80 additional renewal terms of 1 year each unless developer (tenant) unilaterally decides to terminate within 60 days prior to expiration of the current term of the lease.
2. Terms regarding rate of lease and number of parking spaces to be leased is set forth in the Agreement referenced above.
3. The Mayor or City Manager is authorized to enter into a Lease Agreement as described herein and to execute all required contracts and instruments regarding the Lease Agreement.

This the 17th day of March, 2022.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

#1161292

**NORTH CAROLINA
PITT COUNTY**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into this the ___ day of _____, 2022, by and between the CITY OF GREENVILLE, North Carolina, a municipal corporation, organized and existing under the laws of the State of North Carolina (the "City"), and GREENVILLE VENTURES NC, LLC, a Florida limited liability company, registered to conduct business in the State of North Carolina ("Tenant").

WITNESSETH:

WHEREAS, the City is a municipal corporation established and operating pursuant to the laws of the State of North Carolina;

WHEREAS, Tenant owns property at 421 and 423 Evans Street, Greenville, North Carolina (the "Hotel Property") that is operated by Greenville Ventures NC, LLC or it's Assigns;

WHEREAS, the City is the owner of land located at Pitt County Parcel No. 15715, as more particularly described or depicted on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises");

WHEREAS, the Leased Premises is adjacent to the Hotel Property and is a 4 level deck that contains 238 parking spaces that is currently open to the public;

WHEREAS, on August 17, 2020, the Greenville City Council acting pursuant to G.S. § 158-7.1, adopted Resolution No. 036-20 making the Leased Premises available for lease in connection with a public/private development consisting of a Hotel project located on the Hotel Property upon specified terms and conditions;

WHEREAS, the City and Tenant entered into that certain Development Agreement, dated August 31, 2020, whereby the City agreed to designate in the City owned parking deck, located on the block of 4th Street and Cotanche Street, one parking space per hotel room to be utilized by the Tenant to provide parking for hotel patrons only;

WHEREAS, the City and Tenant desire to enter the lease for the Leased Premises whereby the City will lease a portion of the parking spaces on the Leased Premises to Tenant for an initial ten (10)-year period followed by automatic annual extensions and renewal terms for an additional eighty (80) years; and

WHEREAS, the Lease at the expiration of the first ten (10) years shall automatically extend for eighty additional renewal terms of one (1) year each, unless and until Tenant delivers written notice to the City of its intention not to automatically extend the Lease no later than sixty (60) days prior to the expiration of the then current Lease term provided that Tenant is in compliance with terms of this Lease and Development Agreement after all applicable notice and cure periods;

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Special Terms and Conditions

1. Leased Premises.

The City leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions contained herein, a portion of the parking spaces on the Leased Premises as described in the Development Agreement. The Development Agreement marked as Exhibit A is attached and made a part of this Lease.

2. Term.

Subject to the terms and conditions of this Lease and the Development Agreement, the term of this Lease shall commence on the completion date of the hotel project, which shall be deemed to be complete upon issuance of both a Certificate of Occupancy and a Statement of Acceptance and Completion to the Tenant by the City and shall expire at 11:59 p.m. on the date that is ten (10) years thereafter. And provided that all conditions of this Lease have been complied with by Tenant, this Lease shall automatically extend and renew for eighty (80) additional renewal terms of one (1) year each, unless and until Tenant delivers written notice to the City of its intention not to automatically extend the Lease no later than sixty (60) days prior to the expiration of the then current Lease term, and this Lease Agreement shall continue in full force and effect unless modified in alignment with paragraph 26 of this Lease Agreement.

Notwithstanding anything to the contrary contained in this Lease, in the event either (i) Tenant, or a permitted assignee of Tenant's interest, is no longer owning the Hotel Property for use as a hotel, or (ii) the Hotel operating on the Hotel Property ceases operating, then Tenant shall provide notice to the City of the same within thirty (30) days of either such event, and the City may terminate this Lease by written notice to Tenant. In addition, if the Tenant is in material

breach of the above referenced Development Agreement, following receipt by Tenant of written notice from the City and a reasonable opportunity to cure said default and beyond all other applicable notice and cure periods, then City may terminate this Lease.

3. Rent.

The monthly rental rate shall follow the Development Agreement, and includes the following:

- a) The City shall lease no more than ten (10) parking spaces in the City owned parking deck to the Tenant at a rate equal to one hundred percent (100%) of the City's monthly public lease rate as included in the City's Manual of Fees and approved by Council on an annual basis as a component of the budget ordinance (the "Full Rate"). The full rate spaces leased to the Tenant shall be designated to the hotel patrons only, twenty-four (24) hours per day, seven (7) days per week and not available to the general public.
- b) All remaining parking spaces requested to be leased by the Tenant on a monthly basis within the City owned parking deck that are not designated as full rate spaces shall be leased to the Tenant at a rate equal to thirty percent (30%) of the City's monthly public lease rate as included in the City's Manual of Fees and approved by City Council on an annual basis as a component of the budget ordinance (the "Reduced Rate"). The reduced rate spaces shall be designated to reserved hotel patrons only during the timeframe of Monday through Friday between 4 p.m. and 9 a.m. and the weekend timeframe of Friday at 4 p.m. through Monday at 9 a.m. The designated reduced rate spaces shall be available for use by the general public and/or reserved hotel patrons during the timeframe of Monday through Friday between 9 a.m. and 4 p.m.
- c) The designated reduced rate and full rate parking spaces leased by the Tenant from the City in the City owned parking deck shall only be used by the Tenant for the benefit of current reserved patrons of the hotel and shall not be used for any other purpose.
- d) The annual lease rate charged to the Tenant for the hotel use of the designated reduced rate and full rate parking spaces within the City owned parking deck shall be adjusted on an annual basis to equal the City's monthly public lease rate as

included in the City's Manual of Fees and approved by Council on an annual basis as a component of the budget ordinance.

- e) The City shall designate a minimum of four (4) on-street parking spaces on Evans Street, on the block located between East 4th Street and East 5th Street, as 20-minute parking that will be available to the general public and available to hotel patrons for pick-up and drop-off parking. The City shall place signage in front of each designated space that shall read as follows: "20 Minute Parking, Pickup Drop-Off Parking." The Tenant shall not be required to lease the designated spaces on a monthly basis.
 - f) The City shall install an automated parking access control system in the parking deck that includes the following features:
 - (1) Entry and exit gate arms.
 - (2) Automated pay stations to allow the operation without human personnel.
 - (3) Parking access control hotel module that will integrate to the hotel allowing hotel guest room key cards to operate the entry and exit lanes for hotel guests.
 - (4) Tenant shall be entitled to retain one hundred percent (100%) of all hotel guest parking revenue collected from its hotel guests. Tenant shall also be responsible for coordination of collecting any revenue tenant may elect to charge its hotel guests for parking fees for its overnight guests.
 - g) Rent shall be payable in advance on or before the first (1st) business day of each calendar month. Payment shall be made to the City of Greenville and may be mailed to: Finance Director, City of Greenville, P.O. Box 7207, Greenville, NC 27835-7207, or delivered in person to the Finance Director in City Hall at 201 W. Fifth Street in Greenville.
 - h) Rent shall be considered past due if not received by the tenth (10th) calendar day of the month for which rental is due.
4. Use and Occupancy.
- a) Tenant shall not use the Leased Premises for any purpose other than as parking for hotel patrons.
 - b) The Leased Premises shall at all times be kept open and accessible to the City, its

agents and employees.

- c) Tenant shall comply with all federal, State or local laws, ordinances, regulations and rules applicable to Tenant's use of the Leased Premises.

II. Other Terms and Conditions

- 5. Alterations and Improvements. Except as provided herein, Tenant may not alter, improve or change any part of the Leased Premises from its use as a parking lot without the prior written consent of the City, which may be withheld in the City's sole discretion.
- 6. Maintenance by Tenant.
 - a) Tenant represents that it has inspected the Leased Premises and found it to be in acceptable condition for the purposes herein specified, and accepts the Leased Premises in its current condition. Upon execution of this Lease, City shall be fully responsible for the maintenance and upkeep of the Leased Premises and shall keep the Leased Premises in the same order and condition as when delivered to Tenant, excepting ordinary wear and tear.
- 7. Tenant's Signs. Except as provided herein, Tenant shall not install any signage on the Leased Premises without the City's prior written consent.
- 8. Warranty. The City covenants to and with Tenant that upon timely payment of rent and any other charges due and payable and observing and performing all of the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant shall have the right to quiet possession of the Leased Premises, free from any adverse claims whatsoever from any persons whomsoever upon the terms and conditions of this Lease.
- 9. Eminent Domain.
 - a) If the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority (other than the City) or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and the City and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease. In this event, the City will work with the Tenant to arrange for other City controlled parking in the same geographical area to coordinate and provide for the Tenant's parking needs for its hotel guests under the same general financial terms.

- b) If more than twenty-five percent (25%) of the Leased Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Leased Premises is rendered unusable for the permitted use, either the City or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Leased Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from the City of written notice that said Leased Premises have been or will be so taken. In the event of such termination, both the City and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.
- c) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Leased Premises not taken and the annual rent provided for herein and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Leased Premises.
- d) The City shall be entitled to the entire condemnation award for any taking of the Leased Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph, provided Tenant's award does not reduce or affect the City's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

10. Insurance.

Tenant agrees to purchase at its sole expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall be provided to the City contemporaneously with the execution of this Lease:

Workers' Compensation Insurance: if applicable, with coverages and limits as required by law.

Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City of Greenville’s Risk Manager. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

The City of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

Commercial Automobile Liability: (If Applicable)

Limits:

\$1,000,000 combined single limit.

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

Builders Risk Coverage: (If Applicable)

Limit:

Minimum limit in the amount of total bid price.

The Builder Risk policy must be endorsed to increase the limit of insurance for all change orders.

Policy Form:

Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.

Named Insured:

The named Insured shall be the City of Greenville, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.

All insurance companies must be admitted to do business in North Carolina and be acceptable to the City of Greenville's Risk Manager. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name and NAIC number must be submitted to the Greenville Risk Manager for approval before commencing work. Contractor shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Lease.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.

The City of Greenville's review or acceptance of Certificates of Insurance shall not relieve any contractor of any requirement to provide the specific insurance coverages set forth in the Lease. Nor shall the City of Greenville's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Lease or acknowledgement that all insurance coverage requirements set forth in the Lease have been met.

11. Liens/Use as Security.

- a) Tenant agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the Leased Premises or upon the right, title or interest of the Tenant created by this Lease after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the Tenant and in any event the Tenant will protect, indemnify and save harmless the City from and in respect of any and all such claims.

12. Access. Tenant will permit the City and its agents to enter on the Leased Premises at all reasonable times to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the Leased Premises.
13. Permits for Occupancy or Renovation. Tenant shall be responsible for obtaining any building permits, zoning compliance, or special use permits for use of the Leased Premises for the intended activities of the Tenant. The City will cooperate as necessary to assist Tenant, at no cost to the City.
14. Default and Remedies.
 - a. Default. Any one or more of the following events shall constitute a default under this Lease:
 - i. If Tenant shall continue in default in the payment of any rent or other sum of money becoming due hereunder for a period of ten (10) days after such sum shall become due and payable; or
 - ii. If Tenant shall default in the performance of any other of the terms, conditions or covenants contained in this Lease to be observed or performed by it and does not remedy such default within thirty (30) days after written notice thereof or does not within thirty (30) days commence such act or acts as shall be necessary to remedy the default and shall not complete such act or acts promptly; or
 - iii. If Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or file in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant and such appointment shall not be vacated or set aside within thirty (30) days from such appointment, or if Tenant makes an assignment for the benefit of creditors, or petitions for or to an arrangement; or
 - b. Remedies. Upon the occurrence of a default, the City, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:
 - i. Declare the whole rent for the balance of the term, or any part thereof, immediately due and payable as if by the terms of this Lease it were payable

in advance and the City may immediately proceed to collect or bring action for the whole rent, or such part thereof as aforesaid, as rent being in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or may institute any other proceedings to enforce payment thereof.

- ii. Immediately re-enter and remove all persons and property from the Leased Premises and dispose of such property as it sees fit, all without resort to legal procedure and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. If the City should elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises for such term and at such rentals and upon such other terms and conditions as the City may deem advisable, it being understood and acknowledged by Tenant that the City shall have no obligation to mitigate Tenant's damages by reletting the Leased Premises.
 - (1) In the event of such reletting, all rentals received by the City shall be applied, first, to the payment of any indebtedness other than rental due hereunder from Tenant to the City; second, to the payment of any costs and expenses of such reletting, including the expense of alterations and repairs; third, to the payment of rental due and unpaid hereunder, and the residue, if any, shall be held by the City and applied in payment of future rental due and unpaid hereunder. If such reletting shall yield rentals insufficient for any month to pay the rental due by Tenant hereunder for that month, Tenant shall be liable to the City for the deficiency, and the same shall be paid monthly.
 - (2) No such re-entry or taking possession of the Leased Premises by the City shall be construed as an election to terminate this Lease unless a written notice of such intention given by the City to Tenant at that time of such re-entry; but, notwithstanding any such re-entry and reletting without termination, the City may at any time thereafter elect to

terminate this Lease for such previous breach.

- iii. Terminate this Lease, either before or after re-entry, and at the City's option, recover from Tenant damages payable by Tenant hereunder for the remainder of the term and such reasonable rental value of the Leased Premises for the remainder of the term.
- iv. Charge and collect from Tenant all costs and expenses, including reasonable attorney fees, arising out of Tenant's default and the City's enforcement of its rights hereunder.
- v. Exercise any other legal or equitable right or remedy which it may have.

- 15. Surrender of Premises. At the end of the term, Tenant shall peaceably yield up the Leased Premises to the City in as good repair and condition as when delivered to Tenant, excepting ordinary wear and tear, damage by fire, elements or casualty.
- 16. Holding Over. If Tenant remains in possession of the Leased Premises after the expiration of the term of this Lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month only, but otherwise subject to all of the terms and conditions of this Lease. The month-to-month tenancy may be terminated by either party as provided by law.
- 17. Exercise of Rights and Notice. All notices, demands or other communications of any type given by a party to the other, whether required by this Lease or in any way related to this Lease, shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Lease Agreement provides otherwise. Notice shall be effective upon any actual delivery or three (3) days after mailing by first class, United States mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below:

<u>City of Greenville:</u> CityManager City of Greenville P.O. Box 7207 Greenville, NC 27835	<u>Greenville Ventures NC, LLC:</u> c/o John Sandlin 107 Stokley Drive, Suite 100 Wilmington, NC 28403
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- 18. Payment of Property Taxes.
 - a) The City and Tenant acknowledge that the Leased Premises is owned by the City of Greenville and that no City or County property taxes shall be due and payable thereon.

- b) Tenant shall pay promptly all personal property taxes lawfully levied against personal property of any kind owned by the Tenant upon or about the premises.
19. Assignment and Subletting. Tenant shall have no right to assign or sublease this Lease except as permitted herein. Subject to the terms and conditions of this Lease, including the City's termination right in Section 3, Tenant may assign this Lease to a third party who purchases the fee simple interest in the Hotel Property so long as Tenant receives the City's prior written consent to such assignment, which shall not be unreasonably withheld, conditioned, or delayed. As a condition to the City's approval of any assignment, Tenant shall obtain the written agreement of the assignee, in form reasonably acceptable to the City, providing for the assumption of all of Tenant's obligations and covenants hereunder. Any change of control of Tenant shall be deemed an assignment under this Lease.
20. Indemnity. To the extent permitted by law, Tenant shall and does hereby indemnify the City and agrees to save it harmless and, at the City's option, defend it from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees), judgments, settlement payments, and fines paid, incurred or suffered by the City in connection with loss of life, personal injury and/or damage to property suffered by third parties arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its officers, managers, members, shareholders, directors, agents, contractors, employees or invitees. Tenant's obligations pursuant to this section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.
21. Environmental.
- a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Leased Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic

substances, and any amendments to the foregoing (collectively, all such matters being “Hazardous Materials Requirements”). Tenant shall remove all Hazardous Materials from the Leased Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

- b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide the City with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide the City with copies of all responses to such correspondence at the time of the response.
- c) Tenant hereby indemnifies and holds harmless the City, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney’s fees and costs) paid, incurred or suffered by, or asserted against the City as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Leased Premises of any Hazardous Materials caused by Tenant or Tenant’s employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Leased Premises if such Hazardous Materials were stored on the Leased Premises by Tenant, its agents, employees, invitees or successors in interest.
- d) For purposes of this Lease, “Hazardous Materials” means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance,

hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

- e) The warranties and indemnities contained in this Section shall survive the termination of this Lease.
22. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any jurisdiction applicable.
23. Force Majeure. Neither party hereto shall be required to perform any term, condition, or covenant of this Lease during such time performance, after the exercise of due diligence to perform is delayed or prevented by acts of God, civil riots, organized labor disputes, or governmental restrictions.
24. Survival and Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.
25. Waiver and Modification. Neither this Lease nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the City to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
26. Unenforceability. If any provision of this Lease is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Lease shall continue in full force and effect.
27. Entire Agreement. This Lease is only the agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject

matter hereof.

28. Execution in Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
29. Recording. Within ten (10) days following full execution of this Lease, Tenant shall, at Tenant's expense, record the Lease in the Office of the Register of Deeds of Pitt County. In lieu of recording the Lease, Tenant may record a Memorandum of Lease, executed by the City, the form of which shall be subject to the approval of the City Attorney. An original of this Lease shall be committed to the Greenville City Clerk for safekeeping.
30. E-Verify Requirements. (a) If this Lease is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) Tenant represents and covenants that its contractors and subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this Lease. (b) If this Lease is subject to NCGS 143-133.3, the Tenant and its contractors and subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

-Signatures are on the following pages.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

The City:
CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST:

By: _____
Valerie Shiuwegar, City Clerk

[Seal]

**NORTH CAROLINA
PITT COUNTY**

I _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is City Clerk of the CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this the ___ day of _____, 20__.

My Commission expires: _____

Notary Public

(Official Seal)

Tenant:
GREENVILLE VENTURES NC, LLC

By: _____ (Seal)
John Sandlin, Manager

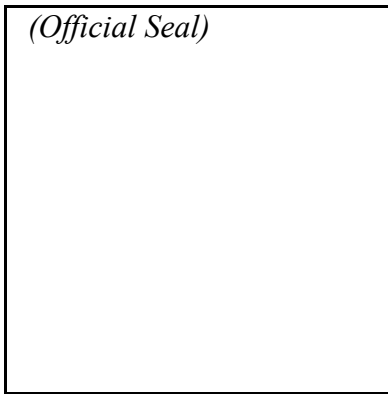
STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: _____.

Date: _____

Signature of Notary Public

Notary's printed or typed name
My commission expires: _____



Notary seal or stamp must appear within this box.

EXHIBIT A

Property Description

The Mosely Parking Deck, from Book 77-172, being a four (4) story parking deck located at the SW corner of Cotanche Street and E. 4th Street, having an address of 120 E. 4th Street and containing 111,408 square feet, more or less, and having been assigned a Pitt County Tax Parcel No. of 15715.



City of Greenville, North Carolina

Meeting Date: 03/17/2022

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- Title of Item:** Update on Gateway Signage
- Explanation:** City staff has been working with McAdams as well as a stakeholders group on the conceptual design and placement of a gateway sign. The sign is to be located at the south west quadrant of the cloverleaf at 264 and the southwest bypass. This presentation will provide an update on the multiple options that have been considered so that Council can provide feedback on their preference for the design of the sign.
- Fiscal Note:** The construction budget for this sign is approximately \$150,000.
- Recommendation:** Council receive presentation and provide feedback on options to consider for the gateway signage to be located at the 264 interchange.
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