

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Alisia Bergsman
Amanda Dumas
Edwin Quarles
LaToya Rivers
Nick Walsh



Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

AGENDA
Regular Town Board Meeting
February 4, 2025 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

Live stream available via YouTube [@townofhuntersvillenc28078](https://www.youtube.com/@townofhuntersvillenc28078)

- 1. Pre-meeting**
- 2. Call to Order**
- 3. Invocation/Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Announcements**
- 6. Public Comments, Requests, or Presentations**
 - 6.A. Proclamation for Black History Month. *(Mayor Christy Clark)*
 - 6.B. Proclamation for Random Acts of Kindness Week. *(Mayor Christy Clark)*
 - 6.C. Proclamation for National Engineers Week. *(Mayor Christy Clark)*
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
 - 8.A. Approve the minutes of the January 7, 2025 Regular Town Board Meeting. *(Janet Pierson)*
 - 8.B. Approve the minutes of the January 21, 2025 Regular Town Board Meeting. *(Janet Pierson)*
 - 8.C. Adopt Ordinance approving the 2025 Hello Huntersville road closures for the planned event at Veterans Park. *(Lindsay Small)*

- 8.D. Adopt Ordinance approving the 2025 Spring Car/Truck Show road closures for the planned event at Veterans Park. (*Lindsay Small*)
- 8.E. Approve the Town of Huntersville Attainable Housing Program. (*Becca Prichard*)
- 8.F. Approve construction contract for New Electric Substation. (*David Lucore*)
- 8.G. Adopt amended 2025 Huntersville Town Board Regular Meeting Schedule changing the Tuesday, April 15 meeting to Tuesday April 22. (*Anthony Roberts*)
- 8.H. Call a public hearing for Tuesday, March 4, 2025, at 6:00 P.M. at Huntersville Town Hall on Petition #R24-13, a request by Mission Properties, LLC to rezone +/- 19.08 acres located at the intersection of Stumptown Road and Statesville Road from Neighborhood Residential to Highway Commercial-Conditional District. (*Jesse James*)
- 8.I. Call a public hearing for Tuesday, March 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-15, a request by Station South LLC, to rezone +/- 21.29 acres located on Old Statesville Road from Corporate Business - Conditional District to Transit Oriented Development-Residential-Conditional District for a mixed-use development. (*Jesse James*)

9. Public Hearings

- 9.A. Conduct public hearing on Petition #R24-11, a request by DDRTC Birkdale Village, LLC to rezone +/- 12.36 acres at 8710 Lindholm Drive from Highway Commercial Conditional District to Highway Commercial Conditional District for commercial, hotel, office and multi-family uses. (*Brian Richards*)
- 9.B. Conduct public hearing on Petition #R24-14, a request by Linda Long to rezone +/- 64.5 acres located at 12705 Commerce Station Drive from Corporate Business to Corporate Business Conditional District to develop an industrial and flex space warehouse development. (*Brad Priest*)
- 9.C. Conduct public hearing on Petition #R24-16, a request by Cottage Properties of Lake Norman, LLC to rezone +/- 8.77 acres located at 15533, 15513, and 15501 NC Highway 73 from General Residential to Neighborhood Residential Conditional District to develop a single-family residential development. (*Brad Priest*)
- 9.D. Conduct a public hearing on Petition #ANNEX 24-03, a request by Paul and Ruth Walters Family, LLC, to annex 15.677 contiguous acres into the Town of Huntersville. (*Becca Prichard*)

10. Other Business

- 10.A. Consider adopting an ordinance approving Petition #ANNEX 24-03, a request by Paul and Ruth Walters Family, LLC, to annex 15.677 contiguous acres into the Town of Huntersville. (*Becca Prichard*)
- 10.B. Approve purchase agreement for the sale of approximately 1.68 acres of surplus property. (*Emily Sloop*)

11. Closing Comments

12. Adjourn

General Meeting Information

Town Board:

The Town of Huntersville Mayor and Board of Commissioners are elected for two-year terms. Huntersville operates under the council-manager form of government, which establishes the Town's policies that are carried out by the Town Manager and staff. For more information, visit www.huntersville.org.

Meeting Time, Place and Agenda:

All meetings of the Board are open to the public and the public is invited and encouraged to attend. The Board meets in the Town Hall at 6:00 p.m. on the first and third Tuesday of each month (unless otherwise posted). Agendas are published Thursdays before the meeting on our website. The Board reserves the right to deviate from the agenda.

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet no later than five (5) minutes prior to the designated meeting start time. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. (*Public Comment and Public Hearing Policy - Amended February 19, 2024*)

Special Accommodations:

Please contact the Town Clerk, 72 hours prior to the meeting, for special accommodations to attend this meeting and/or if this information is needed in an alternative format. Janet Pierson can be reached at clerk@huntersville.org or 704-875-6541.



A PROCLAMATION FOR BLACK HISTORY MONTH

WHEREAS, in 1976, Black History Month was formally adopted to honor and affirm the importance of Black history throughout our American experience, which dates thousands of years and includes some of the greatest, most advanced and innovative societies that we can all draw inspiration from; and

WHEREAS, the second week of February was chosen to coincide with the birthdays of Frederick Douglass and Abraham Lincoln, was celebrated by Black people in the United States; and

WHEREAS, the Huntersville Board of Commissioners takes pride in recognizing February 2024 as Black History Month, celebrating the many notable contributions that people of African descent have made to our community, state, and country; and

WHEREAS, the omission of much of the history and contributions of Black people from textbooks and other literature has impeded awareness and appreciation; and

WHEREAS, the celebration of Black History Month is a positive way of recognizing the culture and history of Black people vital to the core beliefs and values of this society; and

WHEREAS, Black people living and working in Huntersville - from the time of legalized slavery to the present day - have shown a steadfast determination to live freely and equally and to press the town and the community to make manifest an equitable Huntersville where race is not a determining factor of outcomes; and

WHEREAS, the contributions of Black people have played significant roles and made lasting contributions to our Town's history and the history of our economic, cultural, spiritual and political development, while working tirelessly to contribute to every aspect of American society including business, education, politics, science, and the arts.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim the month of February as "**BLACK HISTORY MONTH**" in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 4th day of February, 2025.

Christy Clark, Mayor



A PROCLAMATION FOR RANDOM ACTS OF KINDNESS WEEK

WHEREAS, The Town of Huntersville recognizes the value of acts of kindness that are performed without prompting or reason and how these acts can positively impact the person offering kindness, the person receiving the act of kindness, and those witnessing; and

WHEREAS, acts of kindness can be performed by any person regardless of age, origin, education, gender, religious beliefs, lifestyle, or abilities for the good around them; and

WHEREAS, kind individuals can create a more caring community and help to perpetuate genuine acts of kindness within their city, state, and even throughout the world; and

WHEREAS, we seek to cultivate thoughtful and compassionate residents by teaching our youth to make a difference through random acts of kindness; and

WHEREAS, the positive effects of kindness are contagious, which creates a domino effect of "paying it forward"; and

WHEREAS, Random Acts of Kindness Week is recognized as an international celebration intended to encourage all of us to practice acts of kindness in our homes, schools, businesses, and communities.

Now, Therefore, I, Christy Clark, Mayor of Huntersville, do hereby proclaim the week of February 9 through February 15 as "**RANDOM ACTS OF KINDNESS WEEK**" in Huntersville, North Carolina.

In Witness Whereof, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 4th day of February, 2025.

Christy Clark, Mayor



A PROCLAMATION FOR NATIONAL ENGINEERS WEEK

WHEREAS, engineers use their scientific skills and specialized knowledge and skills in creative and innovative ways to fulfill society's needs; and

WHEREAS, engineers help solve major technological challenges of our time - from designing efficient building systems to rebuilding towns devastated by natural disasters; and

WHEREAS, engineering has been called the invisible or stealth profession because everything around us and things we use every day have been engineered in some way, yet we may not see the engineers behind the scenes or know much about engineering; and

WHEREAS, founded in 1951, National Engineers Week (EWeek) is dedicated to ensuring a diverse and well-educated future engineering workforce by increasing understanding of, and interest in, engineering and technology careers; and

WHEREAS, EWeek is a formal coalition of more than 70 engineering, education and cultural societies, with more than 50 corporations and government agencies dedicated to raising public awareness of engineers' positive contributions to quality of life; and

WHEREAS, EWeek promotes recognition among parents, teachers and students of the importance of a technical education and a high level of math, science and technology literacy, and motivates youth to pursue engineering careers in order to provide a diverse and vigorous engineering workforce.

Now, Therefore, I, Christy Clark, Mayor of Huntersville, do hereby proclaim the week of February 16 through February 22 as **"NATIONAL ENGINEERS WEEK"** in Huntersville, North Carolina.

In Witness Whereof, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 4th day of February, 2025.

Christy Clark, Mayor



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Approval of Minutes - January 7, 2025

EXPLAIN REQUEST:

Consider approving the minutes of the January 7, 2025 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**January 7, 2025
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

None

**REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on January 7, 2025.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS

- Town offices closed January 20, 2025 in observance of Martin Luther King Jr. Day.
- Pottstown Preservation Plan Kick-off Meeting will be held on January 22, 2025.
- Provided information on Mecklenburg County's Low Income Energy Assistance Program.
- Ways to connect with us – website, social media pages, Town of Huntersville app, newsletter.

PUBLIC COMMENTS

Joe Sailers, Westminster Drive, said the reason I'm here is your Item 8.D on the docket, funding for right-of-way purchase to change the plan for Beatties Ford Road and McCoy Road intersection and I would just ask you to postpone that particular agenda item, not do away with it, but postpone it until our neighborhood who was promised in the past that Overhill would remain open, that we get a better understanding of what's going to happen and why. It's just simply a request to postpone it tonight to a later date and not fund the purchase of any right-of-way.

Frank Gammon said I have a written statement to read. I'm here to ask you to recommend denial of Petition R24-09 Town Center General Rezoning. The general rezoning of the parcels identified is not in the interest of the people of Huntersville. Before I proceed let me be clear, I'm not in any way opposed to the development of these properties. It was stated at the November 4, 2024, public hearing by the

Planning Department “Some people have asked me why not come in with individual conditional rezonings. Those can be viewed in the development community as a barrier to entry. Removing that barrier by rezoning to the base Town Center district invites some potential projects that would not come before.” This leads me to ask what came first, the idea that a general rezoning to Town Center would attract projects or projects that needed a general rezoning to allow them to be built by-right. Why just these two parcels. There were four in the original petition. Why not a broader offering to offer a general Town Center rezoning to other property owners adjacent to and near Town Center. Why was this text amendment not sent to the Ordinances Advisory Board for review and recommendation before it went to the Planning Board. Again, I urge you to deny R24-09 Town Center General Rezoning because it is not in the interest of citizens of Huntersville because the citizens of Huntersville will not have any voice in how Town Center is developed. This general rezoning establishes a slippery precedent for future Town Center development as Town Center expands. Thank you for what you do for the Town of Huntersville and this opportunity.

Jay Foley said I also want to thank everybody for giving me the opportunity to speak. My comments are also about the same item R24-09. I actually emailed the Board just to express my enthusiasm for the proposed businesses of Pint and Page and Dumpling Girls. I completely appreciate some of the concerns about the permissiveness of the general rezoning request, but I also want to express the concern that there is a much higher and potentially prohibitive cost associated as I understand it with the conditional rezoning as a potential avenue to mitigate some of the risks and so I want to encourage the Board to move forward with this request in a way that is supportive of these innovative and small businesses and that doesn’t burden them with the high cost of a conditional rezoning.

Lee Hallman (Amber Kovacs deferred her time) said first let’s clear up some information from the last meeting. The difference between general rezoning cost and conditional rezoning cost is not \$30,000. The Town’s fee schedule we publish to developers shows that difference to be \$150. You understand that, of course, by now I think \$30,000 is for a set of very expensive plans, which neither of these properties are required to submit for conditional rezoning.

A vote for general rezoning today will not alleviate one dime for these two property owners. In fact, per the State Statute 160D-703(a)(2) you can submit conditional rezoning with either a list of potential commercial uses to exclude, similar to what we’ve seen Mr. Palillo do on the Highway 73 project, or a site plan. The Northcross Business Park is one such project that did not have site plans when it gained its conditional approval. Yes, they eventually have to submit plans to the Town staff, but the project has already been conditionally approved. You may want to test this with the staff, but just get ready for the dance.

On Page 61 of our 2040 Community Plan the very first sentence under Implementation that prefaces all our policies is “Our communities do not change overnight.”..... “For instance, properties should not be preemptively up-zoned based on the Future Land Use Map.” That statement does not discern between the Town preemptively up-zoning and a developer, contrary to the staff’s statement on 12-17. This is no literary interpretation. It simply says should not. There’s not a separate chapter in our community plans for developers. It applies to everyone.

For those watching at home it means we need specifics. We need to see each project. It needs to have merit and we can’t tell if it does or not without seeing it. How do we judge merit. That is answered in all the implementation policies in our 2040 Community Plan and to say that general rezoning can circumvent those policies is ludicrous.

The Planning Board voted 7-1 not to approve and nothing significantly has changed according to our Town Attorney. The one outlier stated that the reason for that vote was in support of property rights, which I thought odd at the time, having no context, like answering America to a political question. But it did make me think. Each property owner has rights. Those rights are governed and dictated by the zoning ordinances. All these properties are in NR. They have a set of rights that are compatible purposely to promote harmony and unity within a set of properties or zones. There is a dichotomy in all rights. The right to, allowances, and the right not to, restrictions. Currently, all neighbors in NR have a right to commercial uses – the right to sell books, food, beer, whatever. NR recognizes and respects the original residential component and puts restrictions on those commercial uses, two of which are goods and services beyond the physical structure and limits of hours of operation. You know, so commercial and residential can exist in harmony.

So now I have the right not to live next to a biergarten. I have the right not to live next to a business that is open at midnight. Those are my property rights. Up-zoning to Town Center General strips away my rights and also takes away any opportunity I've had under the conditional rezoning to mitigate that. This action also has the potential to devalue my home depending on the unknown commercial use intended.

The nut of it comes down to these two questions. The first one, why do you need to rezone and the second, why by this method. The honest answers to these questions will reveal the true motivation – that of avoidance. Not avoidance of cost, but avoidance of conditions, which as I have explained strips me of my rights afforded me by Neighborhood Residential zoning. I know that sounds dramatic, but if your town allowed your neighbor to open a biker bar or a hookah lounge next to your house, would that still sound dramatic. I think most of you understand putting a bar next to a residence is a bad idea, but it seems that some are still valuing the uninformed emails from an angry mob incited by the hit job op-ed in our weekly advertising insert.

We should support small businesses by showing them that conditional rezoning gets the support of the town and the staff is more engaged with their plans. Granting general up-zoning will not do what you think. It's the exact opposite. You will run these two opportunities away. And that Loopnet ad will write itself – one acre in downtown zoned TC general no restrictions. Bye bye small business.

Amy Hallman (Jamie Wideman and Colby Hallman deferred their time) said this preemptive general TC up-zoning in downtown is not in the public interest. Huntersville did not carefully plan for a vibrant downtown spending \$125,000 on a firm to study downtown and how much more on an 18 month committee and began working towards that incrementally according to Downtown Master Plan with a new brewery, restaurants, modern residential living, a new town hall controlling development of the old Cashion's property and the sliver, and then releasing Gilead Road widening project to now signal we don't care to have any say what happens at 115 and 117, it's all good, forever. TC general rezoning here will significantly and negatively impact the residents' quality of life and you'll be pushing us to live with it or to sell.

When staff says these parcels are not big enough to do much with, despite Downtown Master Plan saying otherwise, they are not considering their combined value, you know if we have to sell, because staff's reason is parking. I asked Mr. Richards when he was presenting their recommendation to remove the Downtown parking requirements, which have been on the table since early 2023. By the way, when a shark goes beneath the surface he's not really gone. Other petitioners waiting out on this outcome are lying in wait.

While staff has shown you that all the soft commercial along Gilead Road, 115 and 117 are surrounded by residences. From 106 to 203 Gilead, down Hillcrest, all of the rentals of the North State apartments, townhomes and single-family homes, 121 is soft commercial and even Ms. Huang plans to live upstairs. Residential here, save this one vague application in the center.

Granting a general up-zoning opens the door, a precedent, to further general rezoning. This is the biggest concern of all – combine parcels build anything. Can I generally rezone two parcels on Dallas Street by 21 for listed purposes.

One of the very sticking points with the original North State project was leaping from General and Neighborhood Residential to TC and they did reduce the intensity as you approach residential homes. That is all we're asking for – conditions so residential and commercial can harmoniously exist. Going from NR to TC general, you have skipped everything gradual, careful and incremental in downtown development, effectively jumping, leaping from residential to max commercial and because you've opened this door you can't close it. I wish someone would honestly tell us how we got here.

With or without the other two parcels, both properties can already operate within their NR zoning, but in two or three years they haven't tried. Denying this petition tonight does not stop them from making improvements nor opening their businesses up tomorrow. Other things might, but it has no bearing on this decision.

One is commercially upfitted and the other, according to the Planning Director, is in disrepair. This property owner, who's lovely by the way, plans to raze it and build new, to live upstairs and operate the catering kitchen downstairs for pick-up foods so one can order ahead. The other property has had multiple concepts in there for three years. Whether it's an all-out biergarten, a bookstore with spirits, a taco shop, whatever, the focus has always been serving alcohol in the backyard. The word bookstore is attractive and people have glammed onto this romantic idea of a bookstore. Trust me, I did too when I first heard about it in 2023. I was even eager to help.

He bought the residential property behind me because he thought he could extend the commercial property there to solve a parking issue, for a bookstore. At some point in 22 or 23 the Town staff said there was a parking issue, so now these two's planned shared driveway is 30' from my childhood bedrooms. Is that where the food truck is going to go, too? Waking up and going to sleep to the smell of diesel permeating my 117-year-old original windows.

Just a month after completing a change of use for a restaurant in May 2024, the petitioner completed a general rezoning application for permitted uses. After the now Planning Director said to him in June of 2023 that a general rezoning has no rules, the neighbor said in my presence, so you don't need a bookstore. 117 is next to and 30' from my 117-year-old residence. One that has been in my family for 105 years. One that has a current historic designation application, and several others could be. Both zoned NR, acknowledging that these are residential structures can have commercial use while maintaining consideration of its residential placement, the very reason conditional rezoning is necessary, incremental.

This summer I had been anticipating my neighbor's conditional rezoning application and I was coming to terms with reasonable conditions. I had said I wouldn't fight with such conditions. To be hit with a general rezoning was another gut punch. When the town has never had a general up-zoning application from a citizen/developer anywhere, much less in downtown, you really don't see it coming. Please learn from my mistake.

On December 17 Ms. Sloop said some people file general rezoning applications because they don't want conditions. Ain't that the truth. They aren't asking for any and they don't want any imposed. What we have learned through this is the filing for a general up-zoning is a way to avoid the 2040 Plan or the Downtown Master Plan entirely and as long as the application is vague, nothing specific can be considered. Surely that isn't what we're hearing. Imagine who else is hearing this. You can't be afraid of one developer but dip a toe in these unknown waters just assuming because you can't see them.

Keep in mind that your Planning Board did vote 7-1 against approval. All the reasons still apply today. The fact that your decision is permanent giving them new by rights for all time and you can choose not to. If you vote yes for whatever reason you think is good today, you are setting a dangerous precedent. If you want a bookstore, a catering business, this is not that vote. If you want to be a small business champion, this is not that vote. Everyone in this room wants to support small businesses in downtown. You help small businesses by working with them to navigate the ordinances, not by handing them the weapon to bludgeon them or our town. Our ordinances are not barriers. Do not be triggered by words small business. This is about process.

A yes vote will make small business less attainable in our downtown. A yes vote will raise property values and rent in downtown to the point we owners can't not sell. And ultimately a yes vote says you don't care what goes there, ever. That doesn't hurt only me, but the town forever.

When my mom was still here a daycare went at 117 Gilead and they could not have been more wonderful. They didn't even ask my mom to do anything and they actually gifted her driveway gravel once. Even with afterschool activities the business of kids was over by 3 or 4. By the way, a daycare is by-right in NR because it's a softer commercial business that transitions between residential and hardcore TC, which is where we are standing right now. Heck, even the North State apartments are conditional.

In the early 2000's we had a biker bar and a motorcycle shop on this stretch of Gilead Road. The owner's own son was killed there during a New Year's Eve party around midnight. The Easy Eddie's finally moved its noisy establishment to what is now Magnolia Woods. We don't need a Boatyard Eats or a Saeeds and all their frustrations in our downtown, next to and across from a residence, nor attached to Greenfield Park, the oldest neighborhood in Huntersville and also now attached to North State's nearly 200 brand new homes. Also recognize that these and our well-loved and supported downtown drinking establishments do not share property lines with residences.

Please don't set this precedent. This is your legacy and I am begging you on behalf of mine. These petitioners have a right to ask, but they don't have the right to have it. Please do not give unproven concepts, unlimited business hours and other unlimited options that we may regret. It's a highly visible property across the street from an elementary school in our downtown. Please don't set the precedent that a general up-zoning can circumvent all of our community plans altogether. This isn't about the current property owners, but for the future property owners. There's no coming back from this, not for me, not for the downtown and not for the town overall.

Mayor Clark said we have a number of comments for Item 9.B and I just want to let the folks know who are here to speak on that that we have a request to defer that public hearing and so you are welcome to stay and be observant of that deferral request or you can go, I just don't want you to have to sit through the continuance of the meeting. It's up to you. That hearing will be deferred to a date certain.

AGENDA CHANGES

Commissioner Rivers made a motion to adopt the agenda as well as accept any agenda changes.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

CONSENT AGENDA

Resolution – Professional Engineering Services – STV. Commissioner Dumas made a motion to adopt Resolution to approve Task Order for Professional Engineering Services with STV Engineers, Inc. for the Huntersville-Concord Road Roadway Improvements Project. Commissioner Quarles seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 1.

Resolution – Professional Engineering Services – RS&H. Commissioner Dumas made a motion to adopt Resolution to approve Task Order for Professional Engineering Services with RS&H, Inc. for Multi-Use Path Projects along NC 115. Commissioner Quarles seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 2.

Resolution – Right-of-way Seagle Street/Westwick Lane. Commissioner Dumas made a motion to adopt Resolution to acquire right-of-way and/or easements necessary for the construction of the Seagle Street and Westwick Lane Project. Commissioner Quarles seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 3.

Resolution – Right-of-way Beatties Ford/McCoy Road. Commissioner Dumas made a motion to adopt Resolution to acquire right-of-way and/or easements necessary for the construction of the Beatties Ford at McCoy Road Project. Commissioner Quarles seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 4.

Resolution – Bud Henderson Sidewalk Construction Contract. Commissioner Dumas made a motion to adopt Resolution to accept Bud Henderson Sidewalk Construction Contract. Commissioner Quarles seconded the motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 5.

Amended Solid Waste Collection Agreement. Commissioner Dumas made a motion to approve First Amended and Restated Agreement for Solid Waste Collection (second reading). Commissioner Quarles seconded the motion. Motion carried unanimously.

First Amended and Restated Agreement for Solid Waste Collection attached hereto as Exhibit No. 6.

Call for Public Hearing – Petition #R24-11. Commissioner Dumas made a motion to call a public hearing for Tuesday, February 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-11, a request by DDRTC Birkdale Village, LLC to rezone +/- 12.36 acres at 8710 Lindholm Drive from Highway Commercial Conditional District to Highway Commercial Conditional District for Commercial, Hotel, Office, & Multi-family uses. Commissioner Quarles seconded the motion. Motion carried unanimously.

Call for Public Hearing – Petition #R24-14. Commissioner Dumas made a motion to call a public hearing for Tuesday, February 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-14, a request by Linda Long to rezone +/- 64.5 acres located at 12705 Commerce Station Drive from Corporate Business to Corporate Business Conditional District. The purpose of the rezoning is to develop an industrial and flex space warehouse development. Commissioner Quarles seconded the motion. Motion carried unanimously.

Call for Public Hearing – Petition #R24-16. Commissioner Dumas made a motion to call a public hearing for Tuesday, February 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #R24-16, a request by Cottage Properties of Lake Norman, LLC to rezone +/- 8.77 acres located at 15533, 15513, and 15501 NC HWY 73 from General Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a single-family residential development. Commissioner Quarles seconded the motion. Motion carried unanimously.

Call for Public Hearing – Petition #ANNEX24-03. Commissioner Dumas made a motion to call a public hearing for Tuesday, February 4, 2025, at 6:00 p.m. at Huntersville Town Hall on Petition #ANNEX 24-03, a request by the Paul and Ruth Walters Family, LLC, for the contiguous annexation of parcels identified as Courtyards at Walters Farm. Commissioner Quarles seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

Petition #R24-10 Merancas Training Facility. Mayor Clark called to order public hearing on Petition #R24-10 Merancas Fire Training Facility, a request by Central Piedmont Community College to rezone +/- 5.28 acres located on Old Verhoeff Drive from Neighborhood Residential and Campus Institutional to Special Purpose - Conditional District for a fire training facility.

Jesse James, Principal Planner, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 7.*

This parcel is requested, which is a vacant parcel currently with split zoning of Campus Institutional and Neighborhood Residential. The proposal is to change that to Special Purpose Conditional District for the use of technical and vocational school, which is a fire training facility for Central Piedmont Community College. There's also another use which is within our Zoning Ordinance for other environmentally sensitive uses not expressly permitted in SP or other districts. That is covered in Article 9.24 and the main reason for that environmental sensitive use is for the fire training for smoke. Article 9.24 does require a SUP approval for that to be approved for this rezoning as well.

Just a little overview of where this is in relation to other places in town. You see the highlighted yellow parcel on Verhoeff Drive. That is the proposed parcel for rezoning. It is at the corner of Statesville Avenue and Verhoeff Drive and it is on Old Verhoeff Drive as well. There's a street that goes behind that parcel, so it is covered on streets on all sides. The HFFA parcel is up to the east. That is a workout facility with an outdoor pool. There is a CPCC commercial drive training facility there to the south on the

other side of Verhoeff Drive, then you've got vacant parcels to the west along Statesville Avenue. There's also other park facilities and some single-family residential to the north and Central Piedmont Community College Merancas Campus there down Verhoeff Drive.

This slide shows you a bird's eye view of the proposed site you see highlighted in red which gives you another angled look of what's around it today. As you see, it is a vacant site that has been cleared within the last 10 years I believe.

A little more on the site plan that is attached to this rezoning as a conditional rezoning. The main use of the building is a classroom building you see there along Verhoeff Drive. That would be for training of fire and emergency staff. There's four accessory buildings on this site. There in the middle you see is a fire training tower as well as the burn building in the rear of that, and then two storage buildings along the parking lot area. All of the buildings that are proposed meet the height standards under Article 4, which is 45'. None of those go over that requirement. The ordinance does require an 80' vegetated buffer along the perimeter on all sides of this proposal or in this zone on that parcel.

There is a modification request to reduce that buffer on three of the four sides. They have proposed to keep the 80' buffer along Statesville Avenue with existing vegetation and then some supplemental vegetation. There is a request to reduce the buffer on three of the other sides – 40' on Verhoeff Avenue. There's a 33' request along Old Verhoeff to the north or I guess that would be the northeast and then on the north would be approximately 77', so about a 3' reduction. In order for them to fit this site in their minimum requirements for what they need to make this feasible for them, they would need to ask for some buffer reductions.

Staff does have some concerns regarding the proposed 40' buffer along Verhoeff Drive. That is a proposed 40' buffer. During our review we did notice there are some conflicts in utilities, meaning storm water easements, overhead power lines and some drainage that goes into that buffer that would make vegetation difficult, so we want some more clarification and some design adjustments to make that buffer work.

This is a snapshot of some of the modification requests. The one on the left is that buffer that we do have concerns with. Some drainage patterns go through there from their storm detention and then there are some storm water easements along the area where the vegetation exists or where the vegetation is proposed. That would be difficult to plant there because of those conflicts. The modification you see on the right just shows a blown up view of the other request for a 33' to 77' variable modification request.

This slide shows you some of the massing with bird's eye view and street views of the proposal. The top left you can see the educational building along the street which would block and screen some of the interior of that proposal. And on the interior you do see the fire training tower and the burn building to the rear. The second picture there on the right shows the view from Verhoeff Drive looking in where it shows some of that modification request. The site plan does show the buffer along the street and not against the proposed development, so that is a difference between the rendering and the site plan and we do have some concerns there. And then the bottom two just show the educational building from Verhoeff Drive and the screening that it does do to the internal piece of the development.

Digging into the 2040 Community Plan, this proposal does meet some of the 2040 Plan initiatives. EV-4.2 acts to support education and work force training and support current efforts at CPCC, so it does say CPCC literally in the 2040 Plan to support those efforts. ES-3 talks about coordinating with Police and

Fire to ensure adequate resources and to provide public safety services, so this was for that. The proposal does not support, until the SUP is proven we can get into that during that hearing, but to protect and enhance unique character of Huntersville neighborhoods by using planning tools to safeguard from potentially negative effects of development and redevelopment. If the applicants were not able to prove that some of the environmental potential hazards on site do not negatively affect adjacent property owners, then this proposal would not support that piece of community planning initiatives. Again, they would need to prove that in the SUP in order for the rezoning to be approved anyway.

Moving toward Staff Recommendation and the consistency statement. Staff can recommend the proposed rezoning with several conditions. One being that there is a condition on the plan that the controlled burns do not take place during ozone sensitive days according to the Department of Air Quality. That would comfort staff in believing that that smoke would not be negatively affecting adjacent properties because of that air quality....where the ozone days do make the smoke lay under the clouds a little bit longer, but it's something they would need to prove with the SUP as well. A more thorough buffer plan for the south boundary against Verhoeff Drive that should be proposed that does not conflict with any utilities or easements and ensures healthy plant buffer growth. The special use permit is obtained and other minor staff comments would be revised. We believe by doing that it would be consistent with EV-4 and PS-3.

The Planning Board date is tentative for January 28 and the Town Board final action would be February 18 tentatively. The applicants are here. They have a presentation.

Matt Butler, Senior Architect at Clark Nexsen, said this is just a brief presentation to provide a little bit of context, most of which Jesse has already provided, so I'll try to be brief. This is an intent for the college to interact with the local fire department community to help train existing firefighters who need regular certification to remain firefighters and for those fire stations and the fire departments to remain compliant with regulations, as well as to train up and coming firefighters, so that's the purpose of this. That's why there is a classroom building and the training facility as well. The project includes buildings and training grounds. It's an educational building that could be open to the public for small events but it's mainly for the college itself to have students come in and learn about fire safety, fire training education as well as for the firefighters themselves to kind of debrief on what they did that day, so the purpose of those three buildings are very distinct. We are currently designing the building so what you see right now is very early on. We did have to make an attempt to show you what we thought it could look like and should look like.

You've seen already the site plan as to where we are here and where the site is. It's on the CPCC Merancas campus site. I won't belabor too much of this that you've already seen. There's some topography we're dealing with. You've seen the site plan already. I've just highlighted in an orange to make them a little bit more visible.

People may not know what a burn building is. In case you don't, or a training tower for that matter, this is what's called a Class A burn building. It will be similar in size, probably maybe between the two images you are seeing on the left versus the right. It is mainly a concrete block. What you do is it represents a variety of examples that a firefighter might train inside so it's kind of a flexible space and it's meant to simulate a burn event. The fuel that will be used in a Class A burn building it's not a petroleum or rubber or anything kind of based.....it's all just wood pallets and straw. The entire building is not burned all at once. It would be a room at a time, maybe one or two rooms at a time, so the image you're seeing on the top left is when it's not being burned and the image that you are seeing

on the bottom left is when it is. I do have a video in this presentation if anyone were interested to see it of the bottom left situation.

There are opportunities to kind of use different color of block, that's just an example on the right of another way that these things could be built. What we call the cold training tower was the other building in the middle of the loop on the site. It is not burned. It is just used for training purposes so you can arrange a variety of rescue or fire scenarios in there where there's no actual fire, but you train inside there running hoses and how you actually kind of do the logistics of a treating a fire, just everything without the fire. You can repel off the side and so forth. That's what the cold tower is.

CPCC, you probably know it well, but they have a vernacular in the nearby area of a lot of brick, some metals and glass and the renderings that we showed are in keeping with that.

This is the same image that Jesse showed and I'll point out a couple of the easier things to mention. You mentioned some of the buffer concerns which are on Verhoeff, the street that is on your right side. We are currently in talks with Duke Energy, ElectriCities and Energy United all of which have power on this site, running through this site and around this site. The power line in question along Verhoeff is between ElectriCities and Duke Energy. We have a tentative agreement with them to relocate that power line across the street to the CDL lot, which is also owned by Central Piedmont. The buffer concerns are a little bit easier in that regard where we're not limited to where we can and can't plant. We could use a little bit more of that land and the changes that we're currently making after the latest round of rezoning comments are more in line with what this rendering shows where the plantings will be, possibly closer to the inner side of the site, but again those drainage issues that Jesse alluded to, we are already in the process of dealing with that and can come up with some pretty straightforward civil solutions to address those drainage issues.

These are some additional views that we've created that are more experiential. From the bottom of the hill you can see there's quite a lot of topography. On your left at this intersection on your left is 21/Statesville Avenue and your right is Verhoeff going up the hill. Existing vegetation is the tall stuff on the left. These are all just representative of what our software had for the type of plants that we anticipate. Again, as you move up the site, heavy planting and the classroom building is used on Verhoeff which is the most public street to shield the majority of what you'd be seeing or not seeing rather on the inside of the site.

Again, the same view that Jesse showed you. This is our classroom building proposal from that main corner and I'm just going to move around here. From the main entrance as it's viewed from the northeast, the main entrance as you would be accessing the site, again, heavy vegetation all around. There would actually be more vegetation than this view represents because there's going to be a change that's more up-to-date on the site plan than this rendering.

This is the view from the daycare side. And, again, just some adjacent properties. The idea of being a good neighbor and I'll speak to that in just a little bit further as to what that can imply.

We are aware of the wind patterns of this site. They're a little bit inconsistent. They're coming from multiple directions so there's not one conclusion you can draw. One thing I did want to point out is one of the concerns about the rezoning was that there be a statement in this conditional rezoning that we restrict burning to days that are compliant within the EPA standards. That is a given and that's by law the only way that they can conduct burnings. So what they call the red days which are almost assuredly June, July and August to be red, will not witness any burnings on those days which are the summer

months, so the days from September through May are anticipated to be the only burning months that you should experience and that would be by EPA regulation which regulates the ability for these fire departments to burn on any site.

A little bit about how it will be used. It will be shared between a variety of fire departments, all of which we have met with and have shown great interest and support in. The fire department community is incredibly excited about this project. It being shared the number of burn days are estimated to be between 70 and 75 per year, not within the months of June, July and August that I mentioned earlier, mostly because of those red days. They are highly administered and regulated. A lot of paperwork goes into allowing a burn day to even happen. They're administered by Central Piedmont and surrounding fire departments. Just to let everyone know about the schedule, they are slated to be daytime and nighttime. Firefighters need training in both scenarios. That's just a practical way of providing the most realistic training and weekdays and weekends.

There will be an effort to make social media notifications by the college to notify surrounding residents and that has been talked about and is being worked on by the college at this time. Garnering good relationships with the neighbors.....most of the surrounding property, a lot of the neighbors are Central Piedmont property, but getting to know those neighbors is a big step forward in maintaining good relations for what we are doing on this site. That was the main thing that I wanted to add. You saw the picture which was very representative of what the burn might look like.

Commissioner Hunt said thanks for touching on how you would communicate with the neighbors, but I'm hoping you can elaborate a little bit more. If I lived in Magnolia Walk, which is the neighborhood right over there, I might be concerned if I see some smoke, so how will you communicate with residents about that?

Mr. Butler said would it be okay if I deferred communication questions to CPCC. I don't know that there's necessarily a protocol that's been established that I as the architect can attest to at this time. Is it something that we could get back to you with.

Commissioner Hunt said of course, yes, thank you.

Commissioner Bergsman said I just have one question for staff and then a few for the applicant. I noticed on one of the plans that it mentions, it's worded as a possibly abandoned electrical line. I was curious about that.

Mr. James said that's one of the questions we have for the applicant. If the overhead line is actually going to be abandoned, we would want that to be stated in the plan that it is planned to be abandoned and the reason for that is with that overhead powerline there's certain vegetation that can't grow up to that height which is needed for that buffering. It's not necessarily 100 percent needed depending on where that line is on the plan, but we want it to be shown so we can be sure where it actually is and if it's going to go away or stay.

Commissioner Bergsman said is that something you think you'll have more information on by the time it comes back to us?

Mr. Butler said we're currently in talks with each of the three utilities about relocating them. It's obviously kind of a complicated matter with all three of them claiming a little bit of ownership on this site, but Duke and I believe it's ElectriCities along Verhoeff Road, we've met with them on site and had

several calls about shifting it across Verhoeff and then handling the Energy United line that goes straight through the site between CPCC and Energy United, those talks have already started as well. Several different conversations are being had with the different utilities and the owner.

Commissioner Bergsman said I looked a bit into fire training facilities in other states and one thing that I came across that some of them do is have kind of a water treatment system on site that they can recycle and reuse the water. Is there anything like that planned for this facility?

Mr. Butler said I don't think it's the recycling of the water that we are looking to do. It would be treated and stored onsite and filtered back into the land properly, but as far as recycling.....our civil engineer is here with us as well for any technical questions. I know the intent is not yet to do that.

Commissioner Bergsman said so no ability to reuse the water, that's kind of what it's sounding like.

Mr. Butler said it's water that's been used to put out fire and its runoff on the concrete and it's treated to a level that you can put back into the storm system. Reusing it, you mean for firefighting purposes?

Commissioner Bergsman said I was reading, I don't remember the name of it, but there's one in Texas and there was one somewhere else where they actually came up with a method to be a little more environmentally friendly to be able to reuse, so you're not using as much water.

Mr. Butler said I believe it was discussed early on in the project. This project is at the top of its budget to try and provide all that's needed for the training, so that was one of the things that we decided not to move forward with.

Commissioner Bergsman said during the trainings, is a mixture of water and foam going to be used, because I know some firefighters use like this foam product.

Mr. Butler said if it is, it has never been mentioned to us by the fire department community which we've met with. It's really just been water. So no, as far as we know there's no intent to use a foam product.

Commissioner Dumas said thank you for going over the schedule on the number of days and everything. I was wondering if you could talk about how long typically the fires do burn when they are happening.

Mr. Butler said they happen within a small window of time, so it would be that you would block out a day and the teams would come in on their fire truck or maybe in their individual vehicles. They would spend the day there, but the actual burning time itself is ideally as long as it would take a firefighter to put out a fire in a room. I'm thinking 15 minutes. It could be a little bit longer depending on what the training is or a little bit shorter depending on what the training is. It depends on what room it's in as well. If it's one of the larger rooms and they are testing a larger fire scenario and they are using a certain approach with a smaller crew or a larger crew, it kind of depends, so the answer is kind of there's a range. It could be as short as a few minutes to 15 to 20 is my best guess, but it all depends on what the instructors are trying to teach.

Commissioner Dumas said so it's not like people are going to be woken up in the middle of the night because there's a three-hour fire next door or something like that?

Mr. Butler said no, that would be pretty bad training if they did that.

Commissioner Dumas said what do we know about the impact on the air quality, like how long will it impact.....will the neighbors smell it. Can you go into a little bit of that.

Mr. Butler said this is something that we've given a lot of thought to how we would answer a question like this. The fuel that is being used to burn is the same that essentially is in your woodburning fireplace in your home. It's just the size of the building and there's one room that's on fire at a time. That's how large the fire would be but of the same exact fuel burning it. We are I think between 500' and 750' from the nearest neighbor as the crow flies. Based on the studies that we've given on the prevailing wind patterns it was estimated that about 50 percent of the winds that exist year round travel about less than 2 miles an hour, so if you do the math the small amount of smoke that one room would produce would take about 3 minutes to get to that building next door and by that point I don't unfortunately have any sort of hard data to prove how it happened, how it dissipates itself, but 3 minutes for that little amount of smoke to get over there I'd imagine there would be quite a lot of dissipation before anyone would ever experience it. I believe the nearby neighborhood is well over 1,000' to 1,200' away, so it would be double that time for that.

Commissioner Dumas said do you know anything about the maintenance to one of those burn buildings? Will it always look like it's been burnt?

Mr. Butler said it will look charred. It's usually around the windows. As you can imagine it would just kind of come out the window and go up, so a lot of them have the soot on the outside of it and we've talked about using a different color block or something to make it prettier, but really it comes down to the owner's maintenance preference. We recommend it be cleaned regularly and how often is really a matter of preference. It could be every year or every two years. Some do not get cleaned by their owners. We do recommend it be cleaned and there are procedures to clean those to get them to look almost back to new, but it's a matter of preference on the owner. We recommend between a year and every two years.

Mr. James said part of the intent of the buffer is to buffer those internal buildings, so the goal for some of those reductions is to add more evergreen and for that internal part of the site to be blocked where the educational building on the front would be the visible part, obviously the tower would probably be seen at certain angles, but along Old Verhoeff and Statesville Road most of that buffer is to be intact 80'. There are some that are smaller, but the added evergreens should block a lot of that visibility to the burn building at least.

Mr. Butler said the small gray building in the top right that you can see in this image is the burn building. It's the smaller of the two gray buildings. It was intentionally put in this location to be (1) as downhill as we can make it on this hilly site so it slopes down towards 21 as you're looking into the rendering and to place it behind as much vegetation as we could and behind the cold tower which won't be burnt and behind the classroom building, which of course will never be burnt. The placement of the burn building was the first thing we started with to make it as hidden as reasonably possible deep into the site. We went to great lengths to make sure that building was the most thoughtfully sited of all the five buildings that you see on the site to reduce visibility and the unsightliness of what it is.

Commissioner Dumas said I was wondering if you could email us the video. You mentioned something about being open to the public for small events. I was curious what that really meant.

Mr. Butler said we mentioned that to the client. It's not necessarily designed for that, but there was an intent at one point that you could come into the parking lot and use the classroom building without

entering the security of the site. The training portion of the site will be gated off, but the rest of it will be open as if it were a regular CPCC classroom and in that regard it could be used as much as you may see CPCC use its other facilities that are similar for any kind of meeting like that.

Commissioner Dumas said I was imagining like maybe you know when you're having a burn thing you invite like a school to watch or something, like the daycare next door the kids could come and watch them or something.

Mr. Butler it would have to be a safe distance but that would be at their discretion.

Mayor Clark said I was thinking about the volume of smoke and thinking about we regularly have controlled burns of vegetation throughout the year to kind of reduce the undergrowth in parks and different areas. Thinking of that volume of smoke, would this be less or more in relation to that volume of smoke?

Mr. Butler said I guess it's hard to know how big your controlled burns are.

Mayor Clark said they're pretty big.

Mr. Butler said imagine a room the size of your living room with a fire chamber. Without knowing really....maybe a few feet by a few feet large and it's lit up and then they come into that room and that controlled burn and so it's in that one room. The fire isn't really much to look at. In fact in the video you can't even see the fire. You are just seeing some smoke coming out and it dissipates pretty quickly. It's clear smoke, it's not black smoke. Maybe one way to compare it to you said an outdoor fire like that is a lot more stuff gets burned in that – it could be anything you throw onto it – organic matter, that could cause more of a black smoke and this would be much more of a clean burning just pine wood and straw.

There being no further questions or comments, Mayor Clark closed the public hearing.

Petition #R24-07. Mayor Clark called to order public hearing on Petition #R24-07, a request by the property owners to rezone +/- 106 acres located east of the intersection of Hambricht Road and Everett Keith Road from Transitional Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a single family detached and attached house subdivision.

Brian Richards, Planning Director, said the applicant was not able to complete their TIA in time and they are requesting a deferral to the March 4, 2025, Town Board meeting located here at 6:00 p.m.

Commissioner Hunt made a motion to defer the public hearing for Petition #R24-07 to March 4, 2025, at Huntersville Town Hall at 6:00 p.m.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

OTHER BUSINESS

Petition #R24-09. Petition #R24-09 is a request by Derong Huang and Franklin Lowery to rezone +/- 1.089 acres located at 115 and 117 Gilead Road from Neighborhood Residential District to Town Center District.

Brian Richards, Planning Director, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 8.*

Just a quick recap, when originally submitted there were four parcels as part of this. As this rezoning has progressed, two of the applicants have withdrawn so we have the two remaining parcels here. They are requesting a rezoning from Neighborhood Residential to Town Center General. They are just over one acre in size.

As you can see, here's the corridor along Gilead Road. We've had this up for all the hearings so far. You can see a number of the homes have converted over from residential properties to various non-residential uses, mainly offices and mixed-use. The 2040 Community Plan does support the general rezoning.

I wanted to present a chart showing uses that are allowed in both districts. You can see anything that's highlighted in green on the left is allowed in both the Neighborhood Residential and the Town Center district. On the right-hand side of this list, you see items that are listed mainly in yellow. Those are items that are only allowed in Town Center. Things that are not highlighted means they're allowed in both.

Just something to point out, as these properties are on the south side of Gilead Road they are in the Protected Area 2 Watershed, so that limits the impervious built upon area to 70 percent. Basically, if you had 100 acres, you could build on 70 of those 100 acres. In this case it's one acre, so you could build on 7/10 of an acre.

Again, it's been pointed out by staff in the past there was a text amendment several years ago to clarify what can occur on a commercial use building in the Neighborhood Residential district. It does limit the number of hours from 8 a.m. to 9 p.m. and activities can only occur inside the building and on the front porch, not out in the backyard or out in the front yard or anything.

The Planning Department is in favor of this general rezoning. The Planning Board did recommend a denial when all four participants were in there. As we explained previously, the removal of those does not constitute a change to go back and have another public hearing or another Planning Board recommendation.

Some clarification about what's required in a conditional rezoning versus a general rezoning. In a general rezoning, it's just an application and a fee. Here's a list of uses. All 14 of those things are required by our ordinance for a conditional rezoning. That's where these costs come in. You have to hire paid professionals, typically engineers, surveyors, occasionally attorneys so on and so forth, architects. Anybody can ask for removal of these things. They don't have to submit them again, then you weigh this on the merits of the project. Staff can also request elevations, scales, all kinds of modeling, those types of things you have seen previously at the CPCC thing they had their 3D renderings. We can request all of those as part of a conditional rezoning. General rezoning, we don't have that ability.

Again, we recommend approval of this.

Commissioner Rivers said in regards to the noise ordinance, are they enforced the same with the general?

Mr. Richards said absolutely. All properties in the Town of Huntersville are subject to the Town's noise ordinance and the Police Department does enforce that 24 hours a day/7 days a week.

Commissioner Dumas said if you want to stop me at any time and go on to somebody else, just let me know. When was the last time we used General rezoning in our downtown?

Mr. Richards said in downtown, I'm not aware. I went back over the last 10 years and just did a quick through for the 10 before that and did not find a general rezoning for Town Center. Just for record in the last 10 years we've performed about 120 rezonings in the Town of Huntersville. Five of those were general rezonings.

One was for Soil Supply that was basically just to correct some missed actions that were going on out there for a number of years and we had to get that into compliance. Rezoning 16-11 was actually withdrawn. It was for a retirement facility on Highway 73. One was on Beatties Ford Road and that was actually to remove conditions that were placed on the property for a subdivision that never came to fruition. Recently we just approved down towards Verhoeff Drive a general rezoning from Corporate Business to Neighborhood Residential for a home to be built. And, of course, this rezoning that we are here for tonight, so just five over the last 10 years.

Commissioner Dumas said you mentioned a little bit about what conditional rezoning versus general rezoning, what we require versus not. So, it was mentioned in our last meeting that a general rezoning could cost up to \$30,000.

Mr. Richards said probably starting at \$30,000.

Commissioner Dumas said so that's paying for the things that are being requested here.

Mr. Richards said correct. Those are all for paid professional services again engineers, architects, surveyors, so on and so forth.

Commissioner Dumas said you mentioned that we have the ability of waiving several of these items and they don't have to be done by consultants. Like we've seen other proposals, other applications, with hand drawings, so we really do take in the project itself and the lot size potentially and decide based on that. How do we make those decisions on whether or not.....

Mr. Richards said we don't make those decisions, so if any of these 14 things want to be waived, the applicant would have to ask for that modification or say I choose not to present the tree survey and then we would not be able to analyze that.

Commissioner Dumas said then it comes to us and we would decide whether or not we want that and if it would weigh in our decision. What's the difference in the Town fee between the two?

Mr. Richards said I believe the general is \$300 and then for a conditional the zoning review starts at \$450 and there would be subsequent engineering fees that could vary depending on the size of the project.

Commissioner Dumas said it looks to me like several of the itemized lists here would be something that somebody would need for a successful business anyway.

Mr. Richards said correct, a lot of these items could be reused as part of a construction plan or commercial plan or preliminary plan document.

Commissioner Dumas said I have concerns if this project gets approved, it does create a precedence set for all future rezonings in our downtown and there were two other lots included in this originally, larger lots across the street, and they have removed themselves as you mentioned. If we approve this general rezoning, wouldn't it make it easier for those lots to come back to us with a general rezoning request?

Emily Sloop, Town Attorney, said just as a point of clarification each individual legislative decision, which a request to rezone property is a legislative decision, does not set a legal precedent, meaning it does not establish a requirement to then act in the same manner as far as either approving or denying a request in the future, so I just wanted to make that point of clarification.

Commissioner Dumas said I mentioned this in the December 17 meeting. I'm going to repeat myself, but I am fully in favor of both of these businesses. I love the ideas behind them. When I heard about them, I was super excited. I truly believe I'm one of Dumpling Girls biggest fans. We're not allowed to really consider the proposed business ideas because they're not really proposed. The application doesn't come with these business plans, so for me it's about the type of rezoning and what types of businesses could be approved in our downtown and with this general rezoning, you mentioned the types of businesses that could be there. I'm seeing family care home, nightclubs, car/motorcycle sales, gas stations, service repair centers. To be clear, I'm not opposed to any of those, but I would personally not envision them in our future downtown. The average business cycle is 8 years, so even if these businesses are super successful and I should also say 5 years for bars, let's say they're both successful and in 15 years they want to retire and do something new. What's to prevent a nightclub or car motor sales or gas station from opening there?

Mr. Richards said staff has actually begun a text amendment to remove the automobile sales as well as the gas station. As you know, we've purchased Cashion's so there's no longer a need to have these in there. These uses were in there due to the legacy of those. They were already existing businesses when the Zoning Ordinance was created. Many, many years ago where now Discovery Place Kids sits and just to the south of the sliver there was an automobile dealership there that's no longer there obviously, so we are working on a text amendment to remove automobile and motorcycle sales as well as the gas station since there's no longer a Cashion's. With that, they'll be coming up over the next couple of months. Interestingly enough, nightclubs, music bars, those types of things.....if you read the definition of a nightclub that's 760 right now. If we remove that, 760 wouldn't be allowed to exist, it wouldn't be in compliance, so we are going to look at changing the definition so that will be modified as well as part of that text amendment request from the staff.

Commissioner Dumas said I guess my last comment or question is really by approving this we're not guaranteed either one of these businesses. They can do anything on this list.

Mr. Richards said everything on that right side, correct.

Commissioner Dumas said and every business in the future, in those slots.

Mr. Richards said again over time these uses might get expanded, they may get retracted and all those properties that are not part of a conditional district would be subject to those lists at that time.

Commissioner Walsh said but if the businesses lasted 5 years, 8 years, and they sold the property then the new property owners would be subject to whatever the current zoning ordinances are.

Mr. Richards said depending on what they are, they most likely would have to go through a change of use process. That could be as simple as a paper permit or complete site plans, it just depends on what's going on at that time.

Commissioner Walsh said if something like a car place, dealership, especially where they are getting the size of the lot but still need NCDOT approval for driveway permits and all that, which would probably be a little bit challenging given the size.

Commissioner Dumas said but the other lots across the street with the precedence I mentioned earlier, those are bigger lots.

Mr. Richards said and those would need to come back in for either a conditional rezoning or a general rezoning. Again, it would be up to the Board if they want to approve those or not.

Commissioner Walsh said but I believe our attorney said that whatever action we take tonight doesn't set any legal precedent.

Commissioner Hunt said I have a question for the applicants. I would love to know what your operating hours would be for both businesses.

Franklin Lowery said the bookstore would probably close at 10 most days, maybe 9.

Derong Huang said Dumpling Girls will be closed by 9.

Commissioner Hunt said maybe since you are both up here you could just elaborate for everyone in here what your plans are for the sites.

Mr. Lowery said for 117 I just want to open a bookstore with a café because bookstores struggle to make money on their own, so a café with beverages, light food. I want it to survive and be successful and if we are just relying on books, it's not going to happen. That's reality. We can't compete with Amazon.

Ms. Huang said Dumpling Girls will be a restaurant and maybe a little gift shop and probably on the second floor I'm going to move up there myself.

Commissioner Hunt said and you wanted to have sit down and take out, is that right?

Ms. Huang said yes.

Commissioner Bergsman said can you explain the differences between upzoning, down-zoning and rezoning.

Mr. Richards said rezoning is just changing the category. Upzoning versus downzoning, if you look in our ordinance we have a list of categories and it goes direct with industrial and commercial down to residential. On that chart basically intensification of uses, those types of things, anything that's more intense is considered an upzoning and anything less intense is a downzoning. Will this be an intensification? Yes.

Commissioner Bergsman said I was just curious if you have an identified timeline if this were to be approved of how you would be proceeding forward.

Mr. Lowery said we'd probably go along the same timeline and try to build together, but I think almost immediately to start getting architectural and getting that process rolling. Henson Foley did a basic site plan for us, kind of sharing parking but separate buildings. That's kind of the initial thought. We want our businesses to do well and we want people to enjoy them so we're not absolutists here. We're listening, but we need certain things for our businesses to succeed and that's some flexibility to not get destroyed on the conditional zoning costs and just some understanding from neighbors quite frankly. None of the properties connected to our property have been occupied in years. It's all been vacant. None of them. No owner-occupied properties connect at all.

Ms. Huang said I just feel like from what I heard from today was like even if we do a conditional rezoning I feel like there's always going to be a problem and definitely I'm not going to do a conditional rezoning. If this is denied I would just keep it residential. As a resident I have my rights. I respect my neighbors very much and I want my neighbors to respect me, too. My food truck is not a diesel and I drive everywhere. I don't think you're going to smell my food truck. There's a lot of bigger trucks that drive through. We have to be tolerant of some noises. I'm a very respectful person. I will always respect my neighbors no matter what.

Mayor Clark said I was thinking about this, what are the things that are prohibited to be built or ran adjacent to a school?

Mr. Richards said I have to look at some of the state ordinances. Our Zoning Ordinance does not have any restrictions on schools or religious institutions. Sometimes you see alcohol sales, firearm sales, those types of things. None of that occurs in our ordinance. That would be subject to state rules.

Mayor Clark said if this were approved and then the text amendment were approved, does that grandfather in those conditions or those uses we're removing? Would they be prohibited moving forward?

Mr. Richards said if the text amendment is approved then from that moment forward those uses would not be allowed. Someone would have to do a text amendment to reintroduce those. Again, it would be at the grace of the board.

Commissioner Bergsman made a motion to approve Petition R24-09 Town Center General Rezoning, a request by Derong Huang and Franklin Lowery to rezone approximately 1.089 acres located at 115 and 117 Gilead Road from Neighborhood Residential district to Town Center district. In considering the petition it is consistent with Policy LU-6.1, 6.2, EV-1.2, 2.2, 2.3 of the 2040 Community Plan and the gathering principle of the 2022 Downtown Master Plan. The Town Center district will be consistent with the character and uses adjacent to the subject properties and with the greater flexibility desired by the 2040 Community Plan. It is reasonable and in the public interest to approve this rezoning request to promote and encourage entrepreneurial business development particularly small businesses and to

foster a dynamic and diverse business climate that realizes the vision of the 2040 Community Plan and 2022 Downtown Master Plan.

Commissioner Hunt seconded the motion.

Commissioner Quarles said I'm in support of general rezoning, but this makes me think about my childhood days. We could sit in any room at the house with the exception of the living room, because my grandmother she wouldn't play that. The living room had conditions. It was for special visitors. We could have visitors at my home, absolutely we could. My home was one of the most popular homes in the community. My friends would love to come by to play basketball in the backyard and to hang out. I personally feel that our downtown is our living room. We as elected officials have a fiduciary responsibility. In this matter I believe that we should have conditions for our downtown. General rezoning doesn't fully allow that. We should protect our downtown now and later. I'm hoping both applicants can set up shop here sometime soon, but sadly there are some unfortunates which aren't their fault. I know that every person sitting up here is in support of small businesses. We should not allow our personal feelings to dictate our governing responsibilities. I'm asking those who may not be pleased with my vote to know that again, I am for small businesses. I owned and sold four of them. To me it is the location of the zoning, not the general rezoning itself. I don't think general rezoning should be in our downtown and for that reason I will be voting no.

Commissioner Walsh said I think the question tonight before this Board is simply will we support downtown revitalization or not. While we have all received lots of emails supporting this rezoning, some seem to feel there's a risk in not knowing all the details of what might go on these properties. I look at it from another perspective. Not approving this rezoning means we run the risk of snuffing out two small businesses that are trying to make downtown Huntersville their home.

Commissioner Dumas said I mentioned some of my concerns earlier and in the previous meeting I mentioned that I feel like it's important that we give the voices of the residents in the surrounding community a voice and we've had several other really challenging applications come to our dais that we were able to negotiate and come up with solutions because it was conditional. It sounds like the applicants have already had a site plan as you mentioned and that you are working with an architect. I think that we would be able to look at the conditional rezoning application and find other things to waive that would make sense. I truly believe we can find a fit for you here and I want to. This is nothing personal, I just don't believe general rezoning is the right approach for this downtown section. But I really hope we can find an opportunity. I'm going to be a no.

Commissioner Rivers said growing up here seeing how Huntersville has grown is truly amazing. Losing some things like Cashion's.....Cashion's is dear to my heart, but it's okay. But seeing the growth is amazing. Definitely I'm excited about what the revitalization of downtown will be. However, I just struggle with having the general rezoning in our downtown. I feel like we still need to ensure that it aligns with the vision for the Town of Huntersville. I agree with Commissioner Dumas as well as Commissioner Quarles, the two applicants you have a great project, both of you, and I hope that we can find a fit for you, I just cannot agree with it being zoned in our downtown area, so I am a no today.

Commissioner Hunt said some of what I've heard for reasons to deny seem predicated on either these businesses failing for switching to something completely different and we don't have any reason to believe that either of those things are true. In fact, we've received a lot of emails from residents encouraging us to approve this, so I think that bodes well for the businesses' success, that people want to come and patronize these businesses. Ms. Huang said she would move upstairs on the property

because this is her dream. I wouldn't bet against her. I'm not going to get caught up in future tripping on what could happen on either of these sites. I think both of these businesses add value to our downtown and I believe that they fit the vision. Dumpling Girls is already a successful and popular food truck. I think pretty much everybody up here has been there before and it's amazing. She wants to set up a brick-and-mortar location. I think that's pretty clear what she's looking to do. Mr. Lowery has been clear about his intention to open a bookstore. He talked about author reading workshops, food and beverage offerings, etc. Because it's a general rezoning, neither business will have ordinance modifications, so they have to follow all the ordinances in place in downtown including nuisance and noise ordinances. Both of these align with the 2040 Plan. It prioritizes local businesses and creates a vibrant downtown making it a unique destination. People think that Birkdale is downtown and this gives us an opportunity to add to the momentum of what is already happening here in downtown, so I unequivocally support this rezoning for these two small businesses.

Commissioner Bergsman said I don't have much to add to my comments from the last meeting and I'm definitely not going to repeat them. I just wanted to add that in the in between time we received a lot of emails and that was said. That includes emails from at least one or two individuals who were on the Downtown Steering Committee who supported this application as well as former Planning Board members who have expressed support for this application, so that is part of my decision making as well. Personal feelings have been mentioned a little bit. I've kept my personal feelings out of this decision, especially in regards to how I feel about general rezoning. I don't necessarily think it's a great tool anymore, but it is a tool that we currently have available as part of our rezonings, and I can't fault anyone who is going through legitimate channels using tools that we have.

Mayor Clark called for the vote to approve Petition #R24-09.

Motion was tied – Commissioners Bergsman, Hunt and Walsh in favor; Commissioners Quarles, Dumas and Rivers opposed.

Mayor Clark said that leaves us with a tie and that means that I break the tie. As you can tell from the folks who spoke and the commissioners, this has been a topic of much discussion. I have gone back and forth many times on this subject in my head of what to do. I have finally landed on that I will approve this petition for this rezoning because it is consistent with our Downtown Plan and our 2040 Plan and because of my long-time support and advocacy for small businesses. I do believe and have faith in the applicants that they will do what they say they're going to do and so to that end I approve this petition.

Resolution – Upset Bid Process. Emily Sloop, Town Attorney, said you have in your agenda package an offer to purchase three town owned parcels. This offer to purchase was an unsolicited offer. In order to move forward with an unsolicited offer that is considered a negotiated offer, the Town Board will need to vote to move forward with advertising this offer for upset bids and in the package you will see the resolution details the formula for upsetting the bid. Essentially it is 10 percent of the first \$1,000 of the offer and an additional 5 percent of the remainder of the offer. If we do receive an upset bid, we will then have to open the period up again for an additional 10 days to receive additional bids. At this point in time the current offer includes an offer price of \$340,000. The acreage is approximately 1.68 acres. The offeror is offering to donate a portion of the purchased property for attainable housing units. These stipulations in the offer would be a minimum of 15 attainable housing units. This parcel to be developed for the units would be turned over by the purchaser to a non-profit to develop said units. I do want to point out that tonight you are not considering or approving a purchase agreement, you are merely approving the upset bid process and again that does require publication in a newspaper and it offers others the opportunity to bid on the properties under these same terms. Just as a matter of clarification

I should add that when we do publish this in the newspaper, we are going to include three separate legal descriptions for each of the three parcels so it is very clear as to which parcels are included in the offer.

Commissioner Walsh made a motion to adopt a Resolution to authorize the notice and advertisement for upset bids for the sale of Town owned parcels consisting of approximately 1.68 acres.

Commissioner Rivers seconded the motion.

Mayor Clark called for the vote to adopt Resolution.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 9.

CLOSING COMMENTS

Commissioner Bergsman announced the Huntersville Police Department will participate in a Polar Plunge for the Special Olympics of North Carolina on January 26.

Commissioner Quarles announced the Town's inaugural Dr. Martin Luther King Jr. celebration will be held on January 20.

Mayor Clark wished everyone a happy new year.

There being no further business, Commissioner Quarles made a motion to adjourn. Commissioner Hunt seconded the motion. Motion carried unanimously.

Approved this the ____ day of _____, 2025.



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Approval of Minutes - January 21, 2025

EXPLAIN REQUEST:

Consider approving the minutes of the January 21, 2025 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**January 21, 2025
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:15 p.m. on January 21, 2025.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Edwin Quarles, LaToya Rivers and Nick Walsh. Commissioner Jennifer Hunt was not present.

Ian Redman and Gemma Pisano presented presentation on proposed branding for the Town of Huntersville. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

There being no further business, the Pre-meeting was adjourned.

**REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on January 21, 2025.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Edwin Quarles, LaToya Rivers and Nick Walsh. Commissioner Jennifer Hunt was not present.

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS

- Pottstown Preservation Plan Kick-off Meeting is Wednesday January 22.
- North Meck Priorities Meeting hosted by Mecklenburg County Commissioner Elain Powell is Thursday, January 23.
- Huntersville Police Department will participate in Polar Plunge to raise money for the Special Olympics of North Carolina on Sunday, January 26.

Ways to connect with us – website, social media pages, Town of Huntersville app and newsletter

PUBLIC COMMENTS

None

AGENDA CHANGES

Commissioner Quarles made a motion to adopt the agenda. Commissioner Bergsman seconded the motion. Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes. Commissioner Rivers made a motion to approve the minutes of the December 17, 2024 Regular Town Board Meeting. Commissioner Dumas seconded the motion. Motion carried unanimously.

PUBLIC HEARINGS

None

OTHER BUSINESS

Resolution – North Meck Park Greenway Project. The North Mecklenburg Park Greenway is a 1-mile greenway that will connect the Hamptons neighborhood, Harvest Pointe neighborhood and other neighborhoods along Highway 73 to North Mecklenburg Park. The Town received five bids for this project. Eagle Wood, Inc. was the lowest responsible bidder. Eagle Wood, Inc. has completed numerous greenway projects in our area. This project did come in higher than the engineer's estimate. Some of the factors that might have contributed to that are there are a lot of active greenway projects in our area that are keeping the few contractors who do this type of work busy and it took almost 3 years to acquire the land and easements from the surrounding neighbors to get this project to bid. The engineer's estimate was much lower for the grading than what was submitted for bidding. The benefit of using the existing haul road that was created from the stream restoration project was not as beneficial as expected from a grading standpoint.

Commissioner Bergsman made a motion to adopt Resolution to award the bid for the North Mecklenburg Park Greenway Project and approve the construction contract with Eagle Wood, Inc.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 2.

Budget Amendment – North Meck Park Greenway. Commissioner Dumas made a motion to approve budget amendment to appropriate \$1.2 million from Fund Balance to North Mecklenburg Park Greenway Construction.

Commissioner Quarles seconded the motion.

Motion carried unanimously.

Non-profit Funding Agreement. Emily Sloop, Town Attorney, said you have for consideration a non-profit funding agreement with Habitat for Humanity of the Charlotte Region, Inc. If approved, this funding agreement would provide funds to Habitat specifically for the use of acquiring land to develop affordable housing and this affordable housing would be for persons of low to moderate income, meaning that they are no more than 80 percent AMI for this region.

Commissioner Walsh made a motion to approve a non-profit funding agreement to appropriate \$160,000 to Habitat for Humanity of the Charlotte Region, Inc. to use to purchase land to be developed for the sale or lease of affordable housing to persons of low to moderate income.

Commissioner Rivers seconded the motion.

Motion carried unanimously.

Budget Amendment – Habitat for Humanity. Commissioner Rivers made a motion to approve budget amendment appropriating Land Revenue and Expense for \$160,000 for the Habitat for Humanity of the Charlotte Region, Inc. funding agreement.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

Public Comment and Public Hearing Policy Amendment. The main changes to the Public Comment and Public Hearing Policy include:

- The Town recognizes the importance of receiving comments from the Public related to matters of Town business within its jurisdiction.
- Speakers should not expect Board members to comment on or respond to their comments directly.
- Speakers under the age of 18 are not required to list their addresses on the speaker sign-up sheets.
- Speaker sign-up sheets will be accepted until five (5) minutes prior to the designated meeting start time.

Commissioner Quarles made a motion to approve amendments to the Public Comment and Public Hearing Policy.

Commissioner Dumas seconded the motion.

Motion carried unanimously.

Amended Public Comment and Public Hearing Policy attached hereto as Exhibit No. 3.

Filing Fees – 2025 Election. Commissioner Bergsman made a motion to approve filing fees in the amounts of \$50 for Mayor and \$25 for Board of Commissioners for the 2025 election.

Commissioner Rivers seconded the motion.

Motion carried unanimously.

New Town Branding. Commissioner Dumas made a motion to adopt the new Town branding.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

CLOSING COMMENTS

Commissioner Bergsman announced the Queen's Feast Restaurant Week continues through January 26. Quoted black poet Toi Derricotte who said "Joy is an act of resistance."

Commissioner Quarles commended Parks and Recreation staff for successful Martin Luther King, Jr. celebration event.

Commissioner Dumas expressed appreciation to Commissioner Quarles and Commissioner Rivers for leading the charge on bringing Martin Luther King, Jr. celebration to Huntersville.

Commissioner Walsh commended Parks and Recreation staff for successful Martin Luther King, Jr. celebration event.

Commissioner Rivers expressed appreciation to everyone involved in making the Martin Luther King, Jr. celebration event happen.

Mayor Clark expressed appreciation to everyone involved in bringing the Martin Luther King, Jr. celebration event to fruition.

There being no further business, Commissioner Walsh made a motion to adjourn. Commissioner Quarles seconded the motion. Motion carried unanimously.

Approved this the ____ day of _____, 2025.



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lindsay Small

Subject: 2025 Hello Huntersville Event Road Closures

EXPLAIN REQUEST:

Consider approving the suggested 2025 Hello Huntersville road closures for the planned event on May 4 at Veterans Park. Town staff will place signage as appropriate advising the Public of the closing. A copy of this Ordinance shall be forwarded to the local NCDOT Division office.

ACTION RECOMMENDED:

Adopt Ordinance.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Hello Huntersville Road Closure Request 2025 MAP



**AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS
FOR A SPECIAL EVENT ORGANIZED BY THE TOWN OF HUNTERSVILLE, NC**

Ordinance No. O-2025-1

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor and hold its annual Hello Huntersville Event on May 4, 2025; and

WHEREAS, this event will require the temporary closing of (1) Maxwell Ave between Huntersville-Concord Rd and Old Statesville Rd (NC 115). (2) Main St between Huntersville-Concord Rd and Bigham St. (see Map Exhibit A).

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, (1) Maxwell Ave between Huntersville-Concord Rd and Old Statesville Rd (NC 115). (2) Main St between Huntersville-Concord Rd and Bigham St. (see Map Exhibit A) be closed to vehicular traffic on May 4, 2025, between the hours of 11:00 a.m. and 7:30 p.m.

Adopted this 4th day of February, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

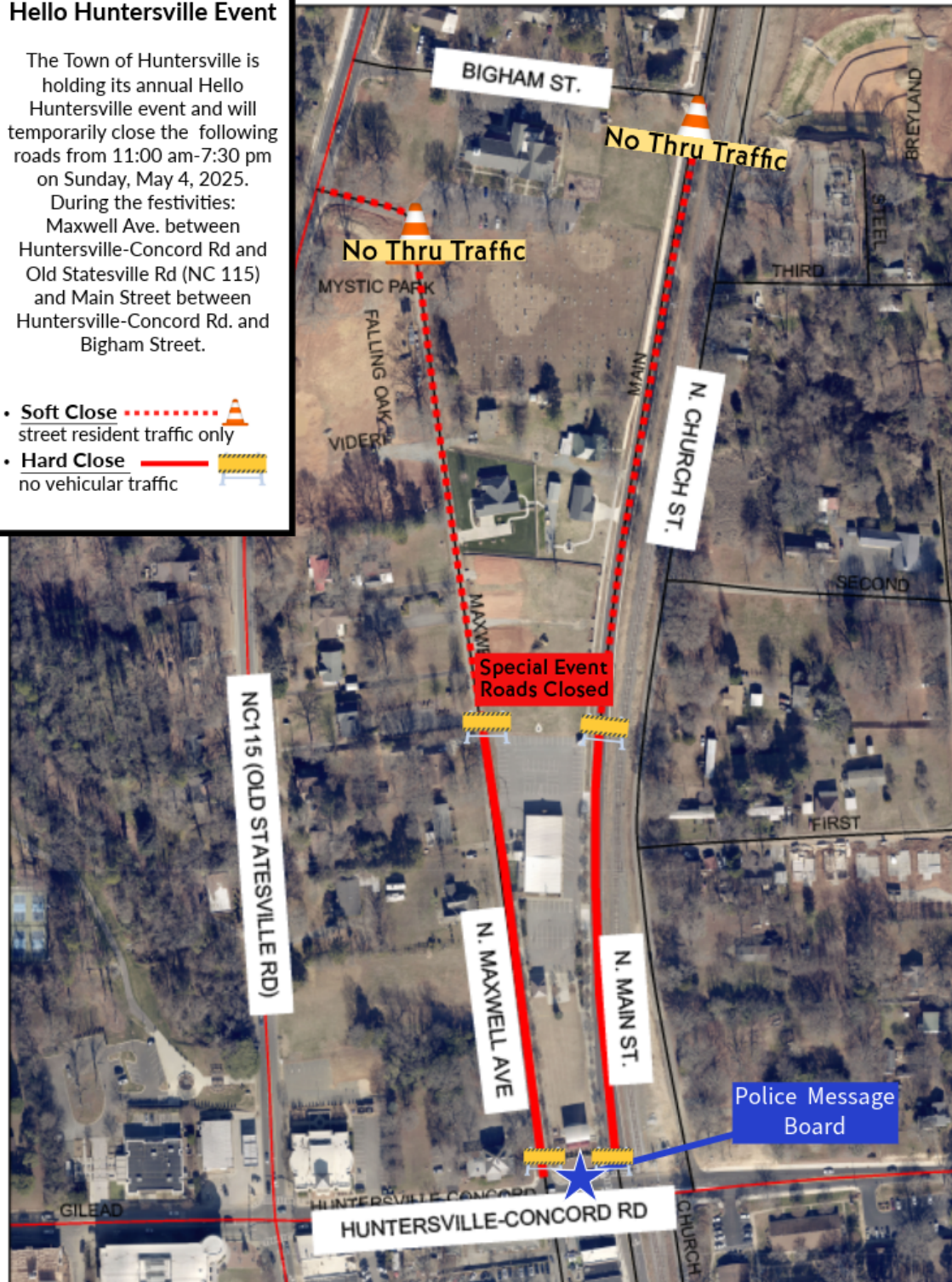
Emily Sloop, Town Attorney

Hello Huntersville Event

The Town of Huntersville is holding its annual Hello Huntersville event and will temporarily close the following roads from 11:00 am-7:30 pm on Sunday, May 4, 2025.

During the festivities:
Maxwell Ave. between Huntersville-Concord Rd and Old Statesville Rd (NC 115)
and Main Street between Huntersville-Concord Rd. and Bigham Street.

- **Soft Close** 
street resident traffic only
- **Hard Close** ——— 
no vehicular traffic





Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Lindsay Small

Subject: 2025 Spring Car/Truck Show Road Closures

EXPLAIN REQUEST:

Consider approving the suggested 2025 Spring Car/Truck Show road closures for the planned event on March 15 at Veterans Park. Town staff will place signage as appropriate advising the Public of the closing. A copy of this Ordinance shall be forwarded to the local NCDOT Division office.

ACTION RECOMMENDED:

Adopt Ordinance.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Spring Car.Truck Show Road Closure Request_MAP



**AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS
FOR A SPECIAL EVENT ORGANIZED BY
THE TOWN OF HUNTERSVILLE, NC**

Ordinance No. O-2025-2

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor and hold it's annual Spring Car/Truck Show on Saturday, March 15, 2025 from 9:00 am to 12:00 pm., and

WHEREAS, this event will require the temporary closing of 1) Main St between Huntersville-Concord Rd and Bigham St. (see Map Exhibit A).

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that 1) Main St between Huntersville-Concord Rd and Bigham St. be closed to vehicular traffic on the following dates and times:
Huntersville Spring Car/Truck Show, Saturday, March 15, 2025 from 8:00 am to 1:00 pm.

Adopted this 4th day of February, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Huntersville Car Show

The Town of Huntersville will host its annual Spring Car and Truck show and will temporarily close the road of Main St between Huntersville-Concord Rd and Bigham St.

Saturday, March 15, 2025
8:00 am – 1:00 pm

- **Soft Close**  street resident traffic only
- **Hard Close**  no vehicular traffic





Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Town of Huntersville Attainable Housing Program

EXPLAIN REQUEST:

Consider approving the Town of Huntersville Attainable Housing Program, which outlines the initiatives and goals of the program.

ACTION RECOMMENDED:

Approve the program

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Huntersville Attainable Housing Program_FINAL

Town of Huntersville Attainable Housing Program

ADOPTION DATE

Attainable Housing Overview

Access to attainable housing is an issue across the nation and Huntersville is no exception. According to the Department of Housing and Urban Development (“HUD”), housing is considered “affordable” when the occupant is “paying no more than 30% of gross income for housing costs, including utilities.” Households that exceed this amount are considered cost burdened. The 2024 Mecklenburg County Housing Need profile published by the North Carolina Housing Coalition, states that 32% of county residents are cost burdened, leaving many with the difficult choice of paying for housing costs or other essential expenses like food and medical care.

Underemployment and high housing costs are significant contributing factors to the housing need in Huntersville. The minimum wage for North Carolina is \$7.25 per hour. Assuming someone works 40 hours per week for 52 weeks, that person has a gross annual salary of \$15,080. The US Census Bureau identified the median gross rent in Huntersville as \$1,742 and the median home value as \$439,300, requiring a gross annual income of \$65,000 to be able to afford rent and a gross annual income of over \$110,000 to afford a mortgage in Huntersville.

Each year HUD calculates the area median income (“AMI”) for every county across the country using census data. AMI is the midpoint of a county’s income distribution, as determined by gross annual income. Percentages of the AMI are used to determine eligibility for federal housing assistance. The 2024 AMI chart is below.

FY 2024 Income Limits Summary										
FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Charlotte- Concord- Gastonia, NC-SC HUD Metro FMR Area	\$106,000	Very Low (50%) Income Limits (\$) Click for More Detail	37,100	42,400	47,700	53,000	57,250	61,500	65,750	70,000
		Extremely Low Income Limits (\$)* Click for More Detail	22,300	25,450	28,650	31,800	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) Click for More Detail	59,400	67,850	76,350	84,800	91,600	98,400	105,200	111,950

As demonstrated by the chart above, the incomes in Mecklenburg County are not sufficient to afford housing in Huntersville.

The Town of Huntersville Attainable Housing Program strives to mitigate this problem by supporting organizations and initiatives that provide housing options that are attainable to households of all incomes.

Through the adoption of this document, staff will be provided the guidance needed to expand support for attainable housing initiatives in the Town of Huntersville.

This document will be updated as needed to ensure the program continues to address the needs of the community.

DRAFT

Current Initiatives

The Town's current attainable housing initiatives are primarily funded through the utilization of federal programs as listed below.

Annual Allocations

HOME

Huntersville is a member of the HOME Consortium run by the City of Charlotte. Recently, down payment assistance funds were provided to eligible residents of the Town through support of Habitat for Humanity of the Charlotte Region.

CDBG

Community Development Block Grant (CDBG) funds are distributed through Mecklenburg County. The Town has recently been utilizing these funds to install sidewalks that serve Huntington Green, an aging mobile home community of approximately 290 parcels.

Other Initiatives

CPF

Huntersville was granted \$2 million in Community Project Funding (“CPF”), a relatively new program created by HUD that provides “investment in a wide variety of projects such as housing, homelessness prevention, workforce training, public facilities, parks, resilience planning, and other critical infrastructure and services.” The Town is planning to utilize these funds to acquire land and improve infrastructure for the development of attainable housing. To prepare for the receipt of these funds, the Town has contracted with WSP USA Environment and Infrastructure, Inc. to conduct an expansive tiered environmental review. This review will show areas throughout town limits with potential environmental challenges so the Town can strategize on the best place to encourage attainable housing. A future allocation of CPF is not guaranteed and is dependent on the success of grant applications and support from the federal government.

Additionally, the Town has engaged with the Development Finance Initiative (DFI) to conduct a housing study that will identify and prioritize sites that are viable for attainable housing. The study began in January 2025 and will be completed within the calendar year.

Potential Future Program Initiatives

To expand the reach and effectiveness of the Town’s attainable housing program, the following initiatives are proposed.

Expand Existing Initiatives

The Town's utilization of federal funds can be greatly increased. To achieve this, relationships with housing providers across all sectors will continue to be built so the Town can have a better understanding of the support needed to facilitate more projects that can utilize federal funds. The data provided by the DFI study will also allow the Town to create targeted attainable housing initiatives and invite community partners to be involved.

Support Attainable Housing through Zoning

Market rate developers are also feeling the effects of rising land costs. By incorporating statutorily-authorized flexibility into the Zoning Ordinance, which helps lower the cost of development, housing providers will be more likely to include attainable housing in future projects.

Marketing

Effective marketing is paramount to the success of the attainable housing program. Increased awareness can be achieved through the Town's website, social media, and print media.

The Huntersville Town Board of Commissioners ("Town Board"), by a majority vote, shall adopt the Huntersville Attainable Housing Program. This Program may be amended at any time by a majority vote of the Town Board.

Adopted this 4th day of February 2025.

Mayor, Town of Huntersville

ATTEST:

Janet Pierson, Town Clerk

DRAFT



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: David Lucore, Electric System Manager

Subject: Electric Substation Civil and Landscape Contract

EXPLAIN REQUEST:

Formal bids were solicited for the civil site work for the new electric substation and Draw Enterprises was the successful bidder. Staff requests the board to approve the contract.

ACTION RECOMMENDED:

Approve award of construction services contract and authorize town manager to execute all documents.

FINANCIAL IMPLICATIONS:

\$705,750

ATTACHMENTS:

1. Delivery 4 Site Construction Bid Tab_2025-01-08
2. Construction Specification for New Substation HVL
3. Draw Enterprises_HVL_Del #4_SiteContract_2025-02-04_Executed

BID TABULATION
Site Construction of Delivery No. 4 Substation

Town of Huntersville
Huntersville, North Carolina

Date: January 8, 2025
Time: 2:00 PM, EST

<u>Bidder</u>	<u>Draw Enterprises Charlotte, NC</u>	<u>Eagle Wood, Inc. Denver, NC</u>	<u>Country Boy Harmony, NC</u>	<u>Trull Power Monroe, NC</u>
I. Erosion and Sedimentation Control Measures (LS)	\$ <u>78,976.00</u>	\$ <u>41,200.00</u>	\$ <u>42,600.00</u>	\$ <u>194,562.28</u>
II. Site Clearing (LS)	<u>58,328.00</u>	<u>40,700.00</u>	<u>15,000.00</u>	<u>412,528.00</u>
III. Site Development (LS)	<u>166,526.00</u>	<u>525,000.00</u>	<u>368,340.00</u>	<u>49,860.22</u>
IV. Landscaping (LS)	<u>14,964.00</u>	<u>9,200.00</u>	<u>14,600.00</u>	<u>17,550.00</u>
V. Fencing (LS)	<u>30,600.00</u>	<u>50,700.00</u>	<u>31,300.00</u>	<u>26,825.00</u>
VI. Foundations				
A. Structure:				
1. P-1A *	\$ <u>24,350.00</u>	\$ <u>65,000.00</u>	\$ <u>64,382.00</u>	\$ <u>37,960.00</u>
2. P-1B	<u>8,052.00</u>	<u>10,800.00</u>	<u>6,000.00</u>	<u>9,012.00</u>
3. P-1C	<u>40,260.00</u>	<u>54,000.00</u>	<u>30,000.00</u>	<u>25,060.00</u>
4. P-1D	<u>16,340.00</u>	<u>22,000.00</u>	<u>14,000.00</u>	<u>18,025.00</u>
5. P-1E	<u>13,072.00</u>	<u>17,600.00</u>	<u>11,200.00</u>	<u>14,420.00</u>

*Prices adjusted to reflect revised unit count (2).

BID TABULATION (Continued)
Site Construction of Delivery No. 4 Substation

Page 2

Town of Huntersville
Huntersville, North Carolina

Date: January 8, 2025
Time: 2:00 PM, EST

<u>Bidder</u>	<u>Draw Enterprises Charlotte, NC</u>	<u>Eagle Wood, Inc. Denver, NC</u>	<u>Country Boy Harmony, NC</u>	<u>Trull Power Monroe, NC</u>
VI. Foundations: (Continued)				
B. Circuit Switcher (2)	\$ <u>6,536.00</u>	\$ <u>8,800.00</u>	\$ <u>6,000.00</u>	\$ <u>7,050.00</u>
C. Transformer (1)	<u>24,544.00</u>	<u>32,800.00</u>	<u>58,581.00</u>	<u>29,978.50</u>
D. Equipment House (1)	<u>9,322.00</u>	<u>12,500.00</u>	<u>16,100.00</u>	<u>9,260.00</u>
E. Circuit Breakers (4)	<u>5,612.00</u>	<u>7,500.00</u>	<u>10,000.00</u>	<u>6,120.00</u>
F. Voltage Regulators (4)	<u>15,876.00</u>	<u>21,200.00</u>	<u>44,920.00</u>	<u>20,680.00</u>
VII. Install Owner Furnished Grounding and Bonding System (LS)	<u>25,190.00</u>	<u>33,600.00</u>	<u>13,500.00</u>	<u>16,875.00</u>
VIII. Install Owner Furnished Cable Trench, and furnish and install Conduit, and Oil Containment System (LS)	<u>117,202.00</u>	<u>156,500.00</u>	<u>86,206.00</u>	<u>49,014.00</u>
IX. Quality Control	<u>Included</u>	<u>Included</u>	<u>Included</u>	<u>Included</u>
X. Change Order Allowance	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
Total, Construction	\$ <u>705,750.00</u>	\$ <u>1,159,100.00</u>	\$ <u>882,729.00</u>	\$ <u>994,780.00</u>

BID TABULATION (Continued)
Site Construction of Delivery No. 4 Substation

Page 3

Town of Huntersville
Huntersville, North Carolina

Date: January 8, 2025
Time: 2:00 PM, EST

<u>Bidder</u>	<u>Draw Enterprises</u> <u>Charlotte, NC</u>	<u>Eagle Wood, Inc.</u> <u>Denver, NC</u>	<u>Country Boy</u> <u>Harmony, NC</u>	<u>Trull Power</u> <u>Monroe, NC</u>
Option 1. Equipment Building Offload (LS)	\$ <u>9,500.00</u>	\$ <u>23,000.00</u>	\$ <u>14,500.00</u>	\$ <u>4,000.00</u>
<u>Additional Prices:</u>				
A. Unit Adder for Excavation not indicated on Plans	\$ <u>25.00</u> /cu. yd.	\$ <u>60.00</u> /cu. yd.	\$ <u>30.00</u> /cu. yd.	\$ <u>50.00</u> /cu. yd.
B. Unit Adder for Suitable Fill not indicated on Plans	\$ <u>35.00</u> /cu. yd.	\$ <u>55.00</u> /cu. yd.	\$ <u>30.00</u> /cu. yd.	\$ <u>50.00</u> /cu. yd.
C. Unit Adder for Rock Excavation:				
Mass Rock	\$ <u>300.00</u> /cu. yd.	\$ <u>600.00</u> /cu. yd.	\$ <u>300.00</u> /cu. yd.	\$ <u>300.00</u> /cu. yd.
Trench Rock	\$ <u>425.00</u> /cu. yd.	\$ <u>600.00</u> /cu. yd.	\$ <u>475.00</u> /cu. yd.	\$ <u>400.00</u> /cu. yd.
D. Unit Adder for Additional Concrete	\$ <u>950.00</u> /cu. yd.	\$ <u>1,300.00</u> /cu. yd.	\$ <u>450.00</u> /cu. yd.	\$ <u>800.00</u> /cu. yd.

SOUTHEASTERN CONSULTING ENGINEERS, INC.

CHARLOTTE, NORTH CAROLINA

CONTRACT DOCUMENTS
FOR THE
SITE CONSTRUCTION OF
DELIVERY NO. 4 SUBSTATION

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA

PRELIMINARY

Contract No. 21-64-SC

NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed bids, including the supply of the necessary labor, material and equipment for Site Construction of the Delivery No. 4 Substation for the Town of Huntersville, North Carolina, (hereinafter called the "Owner") will be received on or before 2:00 p.m., EST, January 8, 2024, in the Conference Room of ElectriCities of North Carolina, Inc., 11316 Sam Furr Road, Huntersville, North Carolina 28078, at which time and place the bids will be publicly opened and read. Any bids received after the time and date specified will not be considered.

2. (a) The project consists of the site construction for a new 100 KV - 12.47 KV Electric Substation.

Envelopes containing bids shall be marked as follows:

(Your Company Title)

(Address)

To: ElectriCities of North Carolina, Inc.
11316 Sam Furr Road
Huntersville, North Carolina 28078
Attention: David Lucore

Formal Bid - Do Not Open until Deadline
Bid on Site Construction Delivery No. 4 Substation
Bid Opening 2:00 p.m., Tuesday, License No. _____

(b) The successful bidder will, in general, furnish material, labor and equipment which may be necessary to affect the aforementioned construction, as more fully described in the Plans, Specifications and Construction Drawings hereinafter referred to. The Owner will furnish all cable trench, grounding materials, and anchor bolts indicated on the plans. Contractor will be required to provide safekeeping and care for materials and replace any items that are damaged or lost.

3. The Plans, Specifications, and Construction Drawings together with all necessary forms and documents for bidders may be obtained from the Owner's Engineer, Southeastern

Consulting Engineers, Inc., at the latter's office at 600 Minuet Lane, Charlotte, NC 28217. Contact A.J. Molnar, PE, 704-523-6045 x 2507, aj@scepower.com for copies of documents or with questions.

4. Bids, together with all supporting instruments, must be submitted on the forms furnished. The name and address of the Bidder, his license number, and the date of the opening of the bids must all appear on the envelope in which the bid is submitted. The Bid shall be marked "Bid for Site Construction of Delivery No. 4 Substation for the Town of Huntersville, North Carolina."

5. Consideration will be given only to bids of the Contractors licensed under the "North Carolina Act to Regulate the Practice of General Contracting." Contractors and subcontractors, in order to perform public work in the State of North Carolina, are required to hold State of North Carolina Contractor's licenses of the class required to perform the specified work. Contractor's license number shall be inserted in the appropriate place on the Bid form, before Bid will be considered. Evidence of subcontractor's compliance with the above shall be submitted to the Engineer before starting subcontract work on public work contracts.

6. Each Bid must be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation payable to the order of the Owner, or a Bidder's Bond acceptable to the Owner and running in favor of the Owner, in an amount equal to five percent (5%) of the maximum bid price. If a bid is not accepted or if a bid is accepted and a contract is executed, the check or Bidder's Bond will be returned in each instance within a period of thirty (30) days to the Bidder furnishing the same; except that each Bidder agrees, provided its bid is one of the three low bids, that, by filing its bid together with such check or Bidder's Bond in consideration of the Owner's receiving and considering such bid, said bid shall be firm and binding upon each such Bidder and such check shall be held by the Owner for a period not exceeding ninety (90) days from the date hereinabove set for the opening of the Bids.

7. The successful Bidder will be required to enter into the Contract for Construction Services attached hereto with the Owner and to furnish Performance and Payment Bonds, in the forms attached hereto, for the full amount of the contract price, these bonds will guarantee the full performance of the contract. The successful Bidder will be required to sign the Contract within ten (10) days of receiving the Notice of Award.

8. The Owner reserves the right to reject any and all bids.

9. The Owner reserves the right to waive minor deviations in the bid.

10. Each Bidder shall include and shall be deemed to have included in the price quoted in the Contractor's Bid for each bid item, the amounts which it is estimated will be payable by the successful Bidder, or by the Owner on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment incorporated

in the Project as part of such bid item. All taxes of the foregoing descriptions shall be payable by the Bidder which shall be awarded the Contract for the construction of the Project.

11. The successful Bidder will commence construction of the Project within ten (10) calendar days after the Engineer has given written notice to commence construction and will prosecute diligently and complete construction to the satisfaction of the Owner within One Hundred Eighty (180) calendar days after the giving of such notice. Start date is anticipated to be in January 2025. The completion time for construction of the Project is of the essence.

12. The name of a certain brand, make, manufacturer, etc., as included in the attached Plans and Specifications is to denote quality, style, type, etc., desired; and does not restrict bidders to a specific make or manufacturer, unless noted otherwise.

13. All blank spaces in the Bid form must be filled in, as required. All price information shall be shown in figures where required. No changes shall be made in the phraseology of the forms.

14. The bid will be awarded to the lowest, responsive, responsible bidder taking into consideration quality, performance, and time specified in the bid for the performance of the contract.

15. Specifications may be obtained at the office of the Owner's Engineer, Southeastern Consulting Engineers, Inc., 600 Minuet Lane, P.O. Box 240436, Charlotte, North Carolina 28224, 704-523-6045.

TOWN OF HUNTERSVILLE
HUNTERSVILLE, NORTH CAROLINA
(Owner)

SOUTHEASTERN CONSULTING
ENGINEERS, INC.
(Engineer)

Date: November 21, 2024

CONTRACTOR'S BID

TO: TOWN OF HUNTERSVILLE
c/o ELECTRICITIES OF NORTH CAROLINA
11316 SAM FURR ROAD
HUNTERSVILLE, NORTH CAROLINA 28078

LABOR AND MATERIAL BID

Section 1. The undersigned (hereinafter called the "Contractor") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation, and other means required to construct below grade improvements for an Electrical Substation for the Town of Huntersville, North Carolina, in strict accordance with the Plans, Specifications, and Construction Drawings therefore, attached hereto and made a part hereof.

The quantity of work and the location of the work is to be in and around the Town of Huntersville, North Carolina, and as directed by their Engineer. The Bidder will furnish all materials, labor, and services necessary under the Labor and Material Proposal for the unit prices stated in this proposal.

<u>Unit No.</u>	<u>No. of Units</u>	<u>Unit Price</u>	<u>Price Labor and Materials</u>
I. Erosion and Sedimentation Control Measures	Lump Sum		\$_____
II. Site Clearing	Lump Sum		_____
III. Site Development	Lump Sum		_____
IV. Landscaping	Lump Sum		_____
V. Fencing	Lump Sum		_____
VI. Foundations			
A. Structure:			
1. P-1A	1	\$_____	\$_____
2. P-1B	2	_____	_____
3. P-1C	10	_____	_____
4. P-1D	5	_____	_____
5. P-1E	4	_____	_____

CONTRACTOR'S BID (Continued)

<u>Unit No.</u>	<u>No. of Units</u>	<u>Unit Price</u>	<u>Price Labor and Materials</u>
VI. Foundations (Cont.)			
B. Circuit Switcher	2	\$ _____	\$ _____
C. Transformer	1	_____	_____
D. Equipment House	1	_____	_____
E. Circuit Breakers	4	_____	_____
F. Voltage Regulators	4	_____	_____
VII. Install Owner Furnished Grounding and Bonding System	Lump Sum		_____
VIII. Install Owner Furnished Cable Trench, and furnish and install Conduit, and Oil Containment System	Lump Sum		_____
IX. Quality Control	Incidental to all other units		<u>Included</u>
X. Change Order Allowance			\$ <u>50,000.00</u>
Total Construction			\$ _____
Option 1. Equipment Building Offload	Lump Sum		\$ _____

CONTRACTOR'S BID (Continued)

Additional Prices:

A. Unit Adder for Excavation not indicated \$_____/cu. yard
on Plans

B. Unit Adder for Suitable Fill not indicated \$_____/cu. yard
on Plans

*Note for Soils: These additional unit prices will be used to determine payments to the Contractor in the event that any items are revised or found different than indicated on plans or geotechnical report and will be applied as directed by Owner or their representative.

C. Unit Adder for Rock Excavation Mass Rock \$_____/cu. yard

Trench Rock \$_____/cu. yard

*Rock Note: Rock is defined as being larger than one half cubic yard in volume requiring blasting, barring, wedging or equipment larger than a track mounted excavator with flywheel rating not less than 115 horsepower and draw bar pull not less than 32,000 lbs.

D. Unit Adder for Additional Concrete \$_____/cu. yard

Section 2. The Contract effected by acceptance of this bid shall consist of the Notice and Instruction to Bidders, the Contractor's Bid, the Scope of Work Site Services, the Contract for Construction Services, Performance and Payment Bonds, Construction Specifications, Construction Drawings, and Plans, all of which are incorporated herein.

Section 3. The Bidder has made a careful examination of the site of the Project to be constructed, and the Plans, Specifications, Construction Drawings, Description of Units and forms of the Contract for Construction Services and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions which would affect work on the proposed construction.

Section 4. The Bidder agrees to make changes in construction previously installed as required by the Owner for prices arrived at on the following basis:

The cost of labor shall be the reasonable cost thereof but in no event shall it exceed twice the cost of the labor for the units previously installed as quoted in the Bid; Provided, however, that no payment shall be made to the Bidder for materials or labor involved in correcting mistakes or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

Section 5. The Bidder agrees that when it is necessary to construct units not shown in the Bid he will construct such units for a price arrived at on the following basis:

The Cost of labor shall be proposed by Contractor in writing before unit is constructed and approved by the Engineer as being in line with similar units in the contract.

Section 6. This Bid is made pursuant to the provisions of the Notice and Instructions to Bidders attached hereto and the Bidder agrees to the terms and conditions thereof.

Section 7. The Bidder warrants that this bid is made in good faith and without collusion or connection with any other person or persons bidding for the same work.

Section 8. The Bidder agrees that in the event this Bid is accepted he will execute a Contract for Construction Services and provide Performance and Payment Bond in the form attached hereto.

Section 9. The Bidder agrees to commence construction after the Engineer has given the undersigned written notice to commence construction, and further agrees to prosecute diligently and to complete such construction to the satisfaction of the Owner within One Hundred Eighty (180) calendar days after the giving of such notice; Provided, however, that the Bidder will not be required to dig if there are more than six (6) inches of frost in the ground nor to perform any construction on such days when in the judgment of the Engineer, snow, rain, or wind, or the results of snow, rain, or frost make it impractical to perform any operation of construction and to

the extent of the time lost due to the conditions described herein, the times for completion set out above will be extended.

Section 10. The price in the Contractor's Bid shall include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the Project as part of such Units. The Bidder agrees to pay all such taxes and to furnish to the Owner and all appropriate taxing authorities all required information and reports pertaining thereto.

Section 11. All temporary work which the Bidder performs for his convenience in constructing the project shall be installed and removed at his own expense.

(Name of Bidder)_____

(By)_____

(Title of Officer)_____

(Address of Bidder)_____

(The Bid must be signed with the full name of the Bidder. In the case of a partnership the Bid must be signed in the firm name by each partner. In the case of a corporation the Bid must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation. A typewritten copy of all such names and signatures shall be appended.)

Secretary

STATE OF NORTH CAROLINA
TOWN OF HUNTERSVILLE
COUNTY OF MECKLENBURG

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees in the State of North Carolina and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Huntersville informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____

Affiant

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the _____ day of _____, 20____

[SEAL]

Notary Public: _____

My commission expires: _____

Name of Counterparty:

IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not on the list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Title



CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: **Contractor Name**
 Address 1
 City, State Zip
 Contact Name
 Contact Email

PROJECT: **Project Name**
SITE **Location**
LOCATION(S):

This Contract for Construction and Repair, and all exhibits, (collectively this “Contract”) is entered into this _____ day of _____, 20____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and _____ located at _____ (the “Contractor”).

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications, which is incorporated herein by reference as Exhibit C. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit C, which shall constitute the “Work.” The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor’s performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the “Date of Completion” or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor’s expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. Fees: Fees for the Work shall be specified in a fee schedule attached hereto as Exhibit D, (the “Contract Price”).
3. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions (“Change Orders”). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized

only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor's overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.

4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Coordination with Others. The Contractor agrees to coordinate the Work with the work of any other unaffiliated contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.
8. Working Drawings and Specifications at the Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
9. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the

best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by specifications.

10. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
11. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
12. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
13. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
14. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
15. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
16. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
17. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

18. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described on Exhibit D.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20_____.

Contractor

Town of Huntersville

Name:

Name of Contractor (type or print)

Town Manager

By:

(Signature)

Attest: _____
Town Clerk

Title:

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

Attest:

(Secretary, if a corporation)

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys'

fees), and attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.

Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Town, Contractor shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Work outlined in this Contract and any attached specifications. Contractor warrants that any finished Work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Work delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All Work shall be performed to the satisfaction of the Town. The Work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Work provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Work substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Buyer.** references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
33. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for “Debarment and Suspension.”
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

1. The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.
2. The insurance coverage shall be provided and maintained for the duration of the Contract.
3. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies with coverage at least as broad as that provided to the named insureds.
4. The verifying certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount, or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation.
5. If endorsements are needed to comply with the notification or other requirements of this Agreement, copies of the endorsements shall be submitted with the certificates.
6. Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.
7. The Contractor is required to provide and maintain the following minimum insurance coverage:

a. **Worker's Compensation and Employer's Liability.**

The Contractor shall provide and maintain, until final acceptance, Workers' Compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$1,000,000.

b. **Commercial General Liability (CGL) Insurance.**

The Contractor shall provide and maintain, commercial general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Products/	
Completed Operations:	\$1,000,000 per occurrence/\$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

The commercial general liability insurance policy shall provide that such insurance is primary to and non-contributory with any liability insurance carried by the additional insureds and provide a severability of interests clause.

c. **Automobile Liability.**

The Contractor shall provide and maintain automobile liability coverage including coverage for owned, hired, and non-owned vehicles, with limits no less than \$1,000,000 per accident for bodily injury and property damage.

d. **Builder's Risk/Course of Construction.**

For construction projects, the Contractor shall provide and maintain builder's risk coverage utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

The Contractor shall provide and maintain professional liability coverage with limits no less than \$2,000,000.

f. **Pollution Liability.**

The Contractor shall provide and maintain pollution liability coverage with minimum limits of \$1,000,000 per occurrence/aggregate.

g. **Umbrella Coverage.**

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$1,000,000 per occurrence/aggregate.

h. **Other Insurance.**

The Contractor shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

8. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.

11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, and subcontractors. The Contractor's obligation to defend, indemnify, and hold the Town and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph are not limited to or restricted by any requirement in the Contract for Contractor to procure and maintain a policy of insurance.
14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C – PLANS AND SPECIFICATIONS

(insert plans and specs)

EXHIBIT D – FEE SCHEDULE

<u>Service</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total</u>
Total Cost =			

Company Name

Date

Print Name

Title

Signature

BID BOND INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a bid bond is required. There shall be no deviation from this form without approval by the Town Manager.
2. Insert the full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporate involved, evidence of his authority must be furnished.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 5% of the bid price but the amount not to exceed _____ dollars).
4. Corporations executing the bond as sureties must be among those appearing on the U.S. Treasury Department's list of approved sureties and must be acting within the limitations set forth therein.
5. Corporate sureties must be licensed to do business in North Carolina.
6. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".

DATE BOND EXECUTED (Must be same or later than date of contract)

BID BOND

(See Instructions on reverse)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("*X*" one)

☐
☐

INDIVIDUAL

PARTNERSHIP

JOINT VENTURE

CORPORATION

SURETY (Name and business address)

PERCENT OF BID PRICE	PENAL SUM OF BOND				BID IDENTIFICATION	
	AMOUNT NOT TO EXCEED				BID DATE	CONTRACT NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction Supplies or Services)	

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named are held and firmly bound unto the Town of Cornelius, North Carolina, hereinafter called the Town, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such as to operate as a guarantee that the Principal will fully and promptly execute a contract and cause to be executed bonds acceptable to the Town, all as set forth in the proposal or bid, should the same be accepted, and that not longer than twenty (20) days after the receipt by the Principal of contract forms from the Town, he will execute a contract on the basis of the terms, conditions and unit prices set forth in his proposal or bid together with and accompanied by a Performance Bond satisfactory to the Town, in the total amount of said contract, and a Payment Bond in the total amount of the contract, and that failure to perform or comply with any or all the foregoing requirements, within the times set forth above, shall be just and adequate cause for the annulment of the award; and it is disposal of the Town, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and Performance and Payment Bonds, as set forth in the proposal, be executed, bonds being satisfactory to the Town, this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

INDIVIDUAL OR PARTNERSHIP PRINCIPAL

WITNESS (2)

1. (Seal)

2. (Seal)

ATTEST:

CORPORATE PRINCIPAL

Corporate Secretary

WITNESS (2)

AFFIX CORPORATE

1. SEAL

2. TITLE

CORPORATE SURETY

WITNESS (2)

AFFIX CORPORATE
SEAL

1. BY

2. TITLE

Address:

Countersigned By: Resident Agent				

PAYMENT BOND INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval by the Town Manager.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporate involved, evidence of his authority must be furnished.
3. Corporations executing the bond as sureties must be among those appearing on the U.S. Treasury Department's list of approved sureties and must be acting within the limitations set forth therein.
4. Corporate sureties must be licensed to do business in North Carolina.

PAYMENT BOND (See Instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)									
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ JOINT VENTURE ☐ PARTNERSHIP ☐ CORPORATION STATE OF INCORPORATION									
SURETY (Name and business address)	PENAL SUM OF BOND <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">MILLION(S)</td> <td style="width: 25%; text-align: center;">THOUSAND(S)</td> <td style="width: 25%; text-align: center;">HUNDRED(S)</td> <td style="width: 25%; text-align: center;">CENTS</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> </tr> </table> CONTRACT DATE CONTRACT NO.		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS							
KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named are held and firmly bound unto the Town of Cornelius, North Carolina, hereinafter called the Town, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Town, numbered and dated as shown and hereto attached: NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then the above obligation shall by void and of no effect. IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.										
In Presence of: WITNESS(2)	INDIVIDUAL OR PARTNERSHIP PRINCIPAL (Seal) (Seal)									
ATTEST: Corporate Secretary WITNESS(2)	CORPORATE PRINCIPAL AFFIX CORPORATE BY SEAL TITLE CORPORATE SURETY AFFIX CORPORATE									
WITNESS(2)	BY SEAL TITLE Address: _____									
Countersigned By: _____ Resident Agent										

PERFORMANCE BOND INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a performance bond is required. There shall be no deviation from this form without approval by the Town Manager.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporate involved, evidence of his authority must be furnished.
3. Corporations executing the bond as sureties must be among those appearing on the U.S. Treasury Department's list of approved sureties and must be acting within the limitations set forth therein.
4. Corporate sureties must be licensed to do business in North Carolina.

PERFORMANCE BOND (See Instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)									
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ JOINT VENTURE ☐ PARTNERSHIP ☐ CORPORATION STATE OF INCORPORATION									
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WITNESS(2)	BY SEAL TITLE									
1. 2.	Address:									

Countersigned By:

Resident Agent

EXHIBIT A

SCOPE OF WORK SITE SERVICES **FOR** **ELECTRICAL SUBSTATION** **SITE CONSTRUCTION**

All bids are to be made on a lump sum per schedule basis. It is intended and should be understood by the Bidder that this contract includes all the work necessary for the complete construction to make ready for construction of an electrical substation, to include, but not limited to, the items in the descriptions below. Contractor is responsible for providing surveyor to locate all improvements on construction site and certifying all elevations specified are achieved.

The components of the switching station to be installed or constructed by the Contractor are as follows:

- Erosion and Sedimentation Control Measures
- Site Clearing
- Site Development
- Landscaping
- Fencing
- Foundations
- Grounding and Bonding Systems
- Cable Trench, Conduit, and Oil Containment System
- Quality Control
- Option - Building Offload

The various components of the construction are described as follows:

1. Erosion and Sedimentation Control

Consists of constructing, and maintaining during construction period, roadway preparation and site drainage, seeding of finished areas, erosion, and sedimentation control measures as indicated on Dewberry drawings Sheets C2.51 thru C2.53, C5.01 and C5.02. It also includes inspection of all erosion control measures and stabilization until turning site over to the Owner upon completion and acceptance of all requirements of this Contract.

2. Site Clearing

Consists of removing, vegetation and topsoil in construction area and disposing of items cleared and not suitable for reusing. The limits of clearing shall be as shown on Dewberry Dwg. Nos. C2.00 and C2.01.

3. Site Development

Site development consists of grading substation lot, grading and construction of the access drive, and construction of Best Management Practices (BMP) stormwater devices all per Dewberry Site Plan (C3.01), Grading Plan (C4.01) and BMP details (C6.01, C7.01, and C7.02).

4. Landscaping

Consists of planting the trees and bushes specified on Dewberry Drawing No. L1.01 and L1.02.

5. Fencing

Consists of furnishing and installing fencing and gates as shown on the construction plans and as specified.

6. Foundation Construction

Consists of pouring in place rebar enforced concrete foundations as directed on the plans. Includes furnishing and installing oil containment drains in transformer pad.

7. Grounding and Bonding Systems

Consists of installing Owner Furnished ground grid materials below grade as instructed on the plans.

8. Cable Trench, Conduit, and Oil Containment System

Consists of furnishing, installing and connecting Conduits and installing Owner furnished cable trench as directed on drawings.

The oil containment system includes Contractor furnished and installed piping and oil sump with oil stop valve. The system will allow storm water to convey off site to storm water system and contain any oil leaks.

9. Quality Control

Site construction quality control is being furnished by Contractor. Contractor must invite and cooperate with Owner's inspector and provide equipment and driver for proof rolls. The specification section also establishes quality requirements for other portions of contract.

Option 1. Equipment Building Offload

Consists of option for Contractor to provide crane and rigging to transfer Owner furnished building from truck to new building pad.

EXHIBIT B

ITEM I. **CONSTRUCTION SPECIFICATIONS** **FOR** **EROSION AND SEDIMENT CONTROL**

1.00 SCOPE

Erosion and sediment control shall be provided during the entire construction period as specified herein.

2.00 GENERAL

Contractor shall comply with all local, state and federal laws, ordinances, rules and regulations pertaining to erosion and sediment control, and shall indemnify and hold harmless the Owner and Engineer from and against all claims, damages, losses and expenses resulting from such work.

3.00 EROSION AND SEDIMENT CONTROL MEASURES

Contractor shall take all measures to control erosion and sedimentation at the construction site, including borrow and waste areas at temporary access roads, and at off-site areas especially vulnerable to damage from erosion and sedimentation. All erosion and sediment control measures will be subject to approval by the Engineer.

4.00 RELATED DRAWINGS AND INSTRUCTIONS

Contractor will be required to install and maintain, as directed, all erosion and sediment control measures as shown on Dewberry drawings C2.51, C2.52, C2.53, C5.01 and C5.02. Work specified on these drawings includes, but is not limited to, construction of access drives, construction of inlet and outlet protection, installation of silt fence, construction of site drainage, regular inspection and reporting of measures, seeding disturbed areas outside substation pad, and stabilization of all remaining areas.

5.1 SEEDING

5.2 Description

This work shall consist of seeding, fertilizing, liming when specified, mulching, and applying nitrogen when specified on all areas that have been disturbed and will not be otherwise stabilized by other means.

The Contractor shall coordinate seeding with the construction of fill and cut slopes. In order to limit the area of erodible material the Engineer may require that partially completed slopes be brought to the required slope and that the Contractor perform seeding operations at that time.

5.3 MATERIALS

5.01.1 Materials

General

The Contractor shall, at the time of delivery, furnish the Engineer invoices of all materials received in order that the application rate of materials may be determined.

5.2.2 Seed

All seed shall conform to all State and local laws.

The several varieties of seed shall be individually packaged or bagged, and tagged to show name of seed, net weight, origin, percentages of germination and purity, lot number, and other information required by the inspector.

The Engineer reserves the right to test, reject, or approve all seed before seeding.

Mixtures of different types of seed called for in the seeding schedule shall be weighed and mixed in the proper proportions at the site of the work in the presence of the Engineer.

5.2.3 Seeding Schedule

The total pounds of seed per acre shall be the sum total shown for all the varieties of seed opposite the schedule number in the seeding schedules below:

5.2.4 Commercial Fertilizers

Commercial fertilizers shall comply with State fertilizer laws.

In a mixed fertilizer such as 10-10-10, the first number shall represent the minimum percent of nitrogen required, the second number shall represent the minimum percent of available phosphoric acid required, and the third number shall represent the minimum percent of water soluble potash required in the fertilizer.

5.2.5 Lime

Lime shall be agricultural grade, standard ground limestone. Each bag shall have affixed in a conspicuous manner a tag or label, or in the case of bulk sales, a delivery slip showing brand or trade name, calcium carbonate equivalent, percent by weight passing prescribed U.S. Standard sieves and other pertinent information to identify lime as being agricultural grade, standard ground limestone.

5.2.6 Emulsified Asphalt

Emulsified Asphalt shall meet the requirements of AASHTO M 208. Emulsified asphalt shall be diluted at the manufacturing plant with water, if necessary, to provide a homogenous and satisfactory material for spraying.

5.2.7 Straw Mulch

Straw mulch material shall consist of straw or hay. Straw shall be stalks of wheat, rye, barley, oats, or other approved straw. Hay shall consist of timothy, peavine, alfalfa, coastal bermuda, or other grasses from approved sources. These materials shall be reasonably dry and shall be reasonably free from mature seed-bearing stalks, roots, or bulblets of Johnson Grass, Nutgrass, Sandburg, Wild Garlic, Wild Onion, Wild Mustard, Crotolaria, Pigweed, Witchweed, and Cocklebur. The Contractor shall also comply with all State and Federal domestic plant quarantine regulations.

5.2.8 Shredded Paper

Shredded paper material shall consist of recycled magazine stock products which are shredded into small pieces particularly for application by hydraulic seeding equipment. It shall mix readily and uniformly under agitation with water and blend with grass seed and fertilizer to form a

homogenous slurry. When applied to the ground surface the material shall form a strong moisture-holding mat, allow rainfall to percolate the underlying soil and remain in place until the grass root system is established. The material shall contain no growth inhibiting characteristics or organisms. Suppliers shall be prepared to certify that their product meets these requirements.

5.3 CONSTRUCTION REQUIREMENTS

5.3.1 Stand of Grass

Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and the winter weather and be capable of reestablishment in the spring.

Before acceptance of the seeding performed for the establishment of temporary vegetation, the Contractor will be required to produce a stand of grass sufficient to control erosion for a given area and length of time before the next phase of construction or the establishment of permanent vegetation is to commence.

5.3.2 Seeding Dates and Rates of Application

Seeding shall be performed during the periods and at the rates specified in the seeding schedules. Seeding work may, at the discretion of the Contractor, be performed throughout the year using the schedule prescribed for the given period. Seeding work shall not be conducted when the ground is frozen or excessively wet. The Contractor will be required to produce a satisfactory stand of grass regardless of the period of the year the work is performed.

5.3.3 Preparation of Ground Before Seeding

The areas to be seeded shall be uniform and shall conform with the finished grade and cross section shown on the plans or as otherwise designated. Minor shaping and uniforming of uneven and rough areas outside the graded section shall be performed as directed by the Engineer in order to provide for more effective erosion control and for ease of subsequent mowing operations.

The seed bed (including cut slopes), shall be loosened to a minimum depth of 3 inches before agricultural lime, fertilizer or seed is applied. The areas to be seeded shall be cleared of stones larger than 2½ inches in any dimension, roots, and other debris.

5.3.4 Applying Lime and Fertilizer

Following advance preparation, and placing selected material for shoulders and slopes when called for in the contract, lime if called for and fertilizer shall be spread uniformly over the designated areas and shall be thoroughly mixed with the soil to a depth of approximately 2 inches. Fertilizer shall be applied at the rate of 1000 pounds per acre unless otherwise directed. Lime shall be applied at the rate specified in the proposal or as authorized by the Engineer. Unless otherwise provided, lime will not be applied for temporary seeding. On steep slopes subject to slides and inaccessible to power equipment, the slopes shall be adequately scarified. Fertilizer and lime may be applied by approved mechanical spreaders or by hydraulic methods as a mixture of fertilizer and seed. When fertilizer is applied in combination weed and fertilizer drills, no further incorporation will be necessary. The fertilizer and seed shall be applied together when the method of seed (Shredded Paper Tackifier) is used. Any stones larger than 2½ inches in any dimension, larger clods, roots, or other debris brought to the surface shall be removed.

The Contractor may substitute the fertilizer specified on the plans with a fertilizer of a different analysis. If a different fertilizer is used, the fertilizer shall be applied at such a rate per acre as to give at least the amount of nitrogen, phosphoric acid, and potash as would have been accomplished had the specified fertilizer been used and applied at the specified rate. If the substitute fertilizer meets the minimum analysis of at least one or more of the three basic ingredients, this excess shall not be considered in calculating the required quantity of the substituted fertilizer.

5.3.5 Temporary Seeding

Seed shall be sown within 24 hours following the application of fertilizer and preparation of seed bed as specified in Section 5.03.3. Seed shall be sown at the specified rate by hand or by methods as outlined in Section 5.03.4. The seeded areas shall be compacted or covered as specified in Section 5.03.4. On small areas inaccessible to machinery, the seed may be covered by hand rakes or other methods satisfactory to the Engineer. Lime will not be required in temporary seeding unless otherwise specified. No tackifiers or mulches will be required for temporary seeding.

Temporary seeding may be used in isolated problem areas or where it is not feasible or practicable to bring an area to final slope, grade, and finish so that permanent seeding can be performed without subsequent serious disturbance by additional grading.

5.3.6 Seeding (Unmulched)

Seeding (unmulched) shall conform to Methods A or B as prescribed herein, except that Method A shall not be used in urban areas or in areas adjacent to sidewalk, curb, curb and gutter or concrete median. Method A. Seeding (Emulsified Asphalt Tackifier). Seed shall be sown within 24 hours following the application of fertilizer and lime and preparation of the seedbed as specified in Sections 5.03.3 and 5.03.4. Seed shall be uniformly sown at the rate specified by the use of approved mechanical seed drills, rotary hand seeders, hydraulic equipment or any other type of equipment that will produce a uniform application of the seed.

Except on steep slopes where mechanical equipment cannot operate satisfactorily, all seeded areas shall be lightly compacted by means of a cultipacker or light roller. Compaction will not be necessary if seeds are planted by mechanical seed drills which perform the compaction procedure. On slopes inaccessible to compaction procedure. On slopes inaccessible to compaction equipment, the seed shall be covered by dragging spiked chains, by light harrowing or by other satisfactory methods.

Within 24 hours following compaction of the seeded areas, emulsified asphalt, diluted at the manufacturing plant with an equal amount of water, shall be uniformly applied over the seeded areas at a rate of 0.15 to 0.32 gallon of the dilution per square yard.

Method B. Seeding (Shredded Paper Tackifier). This work shall consist of applying a shredded paper tackifier material mixed with water, seeds, and fertilizer to areas prepared in accordance with Section 5.03.3 and 5.03.4 which are shown on the plans or where directed by the Engineer. After the ground has been prepared as specified in Section 5.03.3, the shredded paper tackifier shall be applied at the rate of 1500 lbs. (dry weight) per acre in a mixture of water, fertilizer and seeds. The various components shall be combined in the tank of a hydraulic seeder with a sufficient agitation capacity to produce and maintain a homogenous uniformly blended mixture. The mixture shall be so proportioned and applied that the rates of application for the individual components are not less than the amounts specified. The slurry shall be sprayed in an arched stream in such

a manner that it falls like rain and gives a uniform cover to the ground surface.

5.3.7 Seeding (Mulched)

Seeding (mulched) shall be performed in the following manner.

Seeding (Straw or Hay Mulch). Seed shall be sown as specified in Paragraphs one and two of Section 5.03.4. Within 24 hours following covering the seed, straw or hay mulch material shall be uniformly applied at the rate of 2 tons per acre. Mulch may be spread either by hand, by appropriate mechanical spreaders, or by blowers. The mulch shall allow sunlight to penetrate and air to circulate but also partially shade the ground and conserve soil moisture. The newly laid mulch shall be held in place by emulsified asphalt meeting the requirements of Section 5.02.6.

Emulsified asphalt shall be diluted at the manufacturing plant with an equal amount of water and shall be uniformly applied over the mulch material as a film. The film shall be applied at approximately 0.20 gallon of dilution per square yard and shall be sufficient to bond together the mulch particles without giving a heavy coating of the asphalt material and shall prevent wind erosion. Displaced mulch shall be replaced.

5.3.8 Erosion Blanket Installation

Prepare soil before installing the High-Performance Turf Reinforcement Mat (HPTRM), including any necessary application of soil amendments such as lime or fertilizer.

See Seeding and Vegetating section for details regarding preseeding, overseeding, or use with sod.

Begin at the top of the slope by anchoring the HPTRM in 12 in. deep x 12 in. wide trench with approximately 30 in. of HPTRM extended beyond the up-slope portion of the trench. Anchor the HPTRM with a row of anchors/staples approximately 12 in. apart in the bottom of the trench. Backfill and compact the trench after stapling. Compact soil and fold remaining 30 in. portion of HPTRM back over compacted soil. Secure HPTRM over soil with a row of staples/stakes spaced approximately 12 in. across the width of the HPTRMs.

Roll the HPTRM down of horizontally across the slope. HPTRM will unroll with approximate side against the soil surface. All HPTRM must

be securely fastened to soil surface by placing anchors/staples/stakes in appropriate location.

Place consecutive HPTRMs end over end (shingle style) with a 4 in.-6 in. overlap. Staple/stake through overlapped area, approximately 12 in. apart across entire HPTRM width.

Adjacent HPTRMs must be overlapped approximately 4 in. and fastened using staples/stakes every 12 in. between earth anchors. For curved sections, adjust the overlap edges accordingly to accommodate transitional segments.

The terminal end of the HPTRM must be anchored with a row of staples/stakes approximately 12 in. apart in a 6 in. deep x 6 in. wide trench. Backfill and compact the trench after stapling.

5.3.9 Protection of Structures

Before spraying emulsified asphalt, the Contractor shall cover any parts of bridges, culverts, guard rail, signs, sidewalk, curb and gutter, catch basins, pipe ends and other structures as necessary to prevent discoloration.

5.3.10 Applicable of Nitrogen

As soon as the plants show satisfactory growth, actual nitrogen shall be applied evenly at the rate of 48 pounds per acre on the areas designated by the Engineer. Unless otherwise permitted, the nitrogen shall be applied in a solid form rather than in a liquid state. Nitrogen shall not be applied to stands of sericea lespedeze. Unless otherwise provided, nitrogen will not be applied to temporary vegetation.

5.3.11 Maintenance

The Contractor will be required to do all maintenance necessary to keep seeded areas in a satisfactory condition until the work is finally accepted. This includes mowing and repairing washes, and additional seed, fertilizer and mulch applied to areas where a satisfactory stand of grass has not been achieved.

6.00 RESPONSIBLE PARTY

Contractor shall be responsible party for erosion and sediment control until site construction is completed, approved, and accepted.

EXHIBIT B

ITEM II. **CONSTRUCTION SPECIFICATIONS** **FOR** **SITE CLEARING**

1.1 GENERAL

1.2 Summary

A. This section includes the following:

1. Removal of existing groundcovers, plants, and grass to limits shown on Dewberry Site Plan.
2. Clearing and grubbing.
3. Stripping topsoil.
4. Removing above- and below-grade site improvements.

Do not commence site clearing until erosion and sediment control measures specified in Dewberry Drawing C2.51 are completed and inspected.

1.3 Material Ownership

A. Cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 Project Conditions

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

2.1 EXECUTION

2.2 Preparation

- A. Provide surveyor to identify and clearly mark project limits and reference points.
- B. Protect and maintain benchmarks and survey control points from disturbance during construction.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.

2.3 Clearing and Grubbing

- A. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground or per standards established herein in Quality Control specification.

2.4 Topsoil Stripping

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

2.5 Site Improvements

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

2.6 Disposal

- A. Disposal: Remove surplus topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

EXHIBIT B

ITEM III. **GENERAL INSTRUCTIONS** **FOR** **SITE DEVELOPMENT**

1.00 GENERAL

Site Development shall include the earthwork defined as the loosening and removing, transporting, storage, backfilling, and all handling of material of either natural soils, deposited soils, rock or boulder for the construction and completion of all work under this Contract. All earthwork shall be confined to the construction area as shown on the plans, and shall be done in an approved manner with proper equipment. Earthwork shall be suspended during rain and inclement weather, or when unsatisfactory field conditions are encountered, unless otherwise directed by the Engineer. At all times during construction, the Contractor shall maintain proper drainage in the construction area, and shall take all measures necessary for erosion and sediment control as specified.

Also included in Site Development are installation of the BMP stormwater system and retaining wall as indicated on Dewberry plans.

Do not commence any earthwork until erosion and sediment control measures specified in Dewberry Drawing C2.51 are in place and approved.

Notify utility locator services for area where project is located before beginning earthwork operations.

2.00 ASSOCIATED DEFINITIONS

"Earth" includes all materials such as sand, gravel, clay, loam, muck, soft or disintegrated rock, not requiring blasting, barring or wedging from their original beds, and specifically excludes all ledge or bed rock, and individual boulders or masonry larger than one half cubic yard in volume.

"Subgrade" is earth material on which structures or other materials are to be placed.

"Fill" includes selected materials for the filling, backfilling or refilling of all excavations and trenches up to the original surface of the ground or to other grades as may be shown or directed.

"Spoil" includes surplus excavated materials not required or suitable for backfills or embankments.

"Embankments" include fills constructed of selected materials above the original surface of the ground.

"Rock" includes all pieces of ledge or bed rock, boulders, or masonry larger than one half cubic yard in volume requiring blasting, barring, wedging, or track mounted equipment rated not less than 115 flywheel horsepower and 32,000 pounds drawbar pull for removal from their original beds.

The term "Excavation" where used, shall be deemed and understood to cover the following described work:

Grubbing, removing, storing, and re-handling of all materials of every name and nature necessary to be removed for all purposes incidental to construction and completion of all the work under Contract;

All sheeting, sheet piling, bracing and shoring, and the placing, driving, cutting off and removing of the same;

All diking, ditching, fluming, cofferdamming, pumping, bailing, and draining or otherwise disposing of water;

The refilling of trenches and pits and the furnishing and placing of material over trenches and pits to the line of filling indicated on the plans or directed;

The compacting of all materials used in filling or refilling by rolling, ramming, water, puddling, as may be required;

The removing and disposing of all surplus materials from the excavations in the manner specified;

The maintenance, accommodation and protection of travel;

The supporting and protecting of all building, overhead wires, poles, trees, vines, shrubbery, pipes, sewers, conduits, or other structures or property in the vicinity of the work, whether over or underground or which appear within the excavations, and the restoration of the same in case of settlement or other injury;

All temporary bridging and fencing and the removing of same, the removing and clearing away of all construction rubbish, refuse, unused materials, plants, and tools from the site of the work;

The dressing, sodding or seeding of all unpaved areas as may be necessary to leave the surface in as good condition as it was previous to the commencement of the work.

3.00 GRADING

Contractor will be required to uniformly grade area to a smooth surface, free of irregular surface changes. Grading to include cutting out soft spots, filling low spots, and trimming high spots to finish elevations. Finish subgrade shall achieve finish elevations shown on Dewberry Drawing C4.01.

All fill should be properly compacted by heavy compaction equipment. Fill shall be granular with a minimum in situ weight of 110 lbs. per foot.

The Engineer shall be notified once required subgrade is reached. The subgrade should then be proof-rolled with a pneumatic-tired, tandem - axel dump truck weighing not less than 15 tons to identify soft pockets and areas of excessive pumping or rutting. Do not proof-roll wet or saturated subgrades.

4.00 ROCK EXCAVATION

Where rock is encountered, the excavation shall be done in accordance with the applicable provisions hereof.

5.00 EXCAVATION BELOW SUBGRADE

In case the materials encountered at the limiting subgrades are not suitable for proper support of structures, the Contractor shall excavate from the limiting subgrades shown or specified, to such new lines and grades, as will be ordered by the Engineer. Excavation below subgrade shall be done only upon express orders of the Engineer.

Soil test borings were drilled at approximate location of proposed station equipment and foundations to identify soil below subgrade. The results of the test bores and locations are provided in Appendix A. A per cubic yard unit price for removal and replacement of unsuitable soils, if encountered, as directed by geotechnical engineer shall be provided.

6.00 UNAUTHORIZED EXCAVATION

Whenever excavations are carried beyond or below the lines and grades shown on the plans, or as given or directed by the Engineer, all such excavated space shall be refilled with granular material, or other materials as the Engineer may direct. All material which slides, falls or caves into the established limits of excavations due to any cause whatsoever, shall be removed and disposed of at the Contractor's expense.

No extra compensation will be paid the Contractor for any materials ordered for refilling the void areas left by a slide, fall, cave-in, or any other unauthorized excavation.

7.00 REMOVAL OF WATER

The Contractor shall at all times during construction, provide and maintain proper the satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of sewers or masonry, or other work.

Removal of water includes the construction and removal of cofferdams, sheeting and bracing, the furnishing of materials and labor necessary therefore, excavation and maintenance of ditches and sluice-ways and the furnishing and operation of pumps, wellpoints, and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least 24 hours after placement, and no stream of water shall be allowed to flow over such work until such time as the Engineer may permit.

8.00 STORAGE OF MATERIAL

Topsoil suitable for final grading shall be removed and stored on the site separately from other excavated material.

All excavated materials shall be stored in locations so as not to endanger the work, and so that easy access may be had at all times to all parts of the excavation. Stored materials shall be kept neatly piled and trimmed so as to cause little inconvenience as possible to public travel or to adjoining property holders.

9.00 BACKFILLING

Backfilling around structures shall not be commenced until directed by the Engineer. Backfill around structures may be placed by machine, provided the work shall be done carefully to prevent damage to the structure. In no case shall backfill materials be allowed to fall directly on a structure until at least 12 inches of hand placed material has been placed thereon and compacted.

Backfill around structures shall be deposited in horizontal layers not more than one foot in thickness and shall be compacted to prevent settlement.

All excavations shall be backfilled to the original surface of the ground to such other grades as may be shown, specified or directed. Backfilling shall be done with suitable excavated materials, approved by the Engineer, which can be satisfactorily compacted during refilling of the

excavation. In the event the excavated materials are not suitable, special backfill obtained from approved borrow pits shall be used for backfilling.

Stones or pieces of rock greater than one cubic foot in volume shall not be used in any portion of backfill and all stones shall be distributed and alternated with the earth filling in such manner that all interstices between them shall be filled with earth. Frozen earth shall not be used for backfilling.

Each layer of material shall be thoroughly tamped or rolled to the required degree of compaction by sheepsfoot or pneumatic rollers, mechanical tampers, or vibrators, unless a satisfactory compaction is obtained by the travel of trucks and earth moving machines. Successive layers shall not be placed until the layer under construction has been thoroughly compacted.

Where required, the Contractor shall, at his own expense, add sufficient water during rolling and tamping to assure complete consolidation of the fill material. If, due to rain or other causes, the material is too wet for satisfactory compaction, it shall be allowed to dry as required, before compaction.

10.00 HAULING MATERIAL ON STREETS

When it is necessary to haul material over the streets or pavements, the Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements. In all cases where any materials are dropped from the vehicles, the Contractor shall clean up the same as often as directed and keep the crosswalks, streets and pavements clean and free from dirt, mud, stone, and other hauled material.

11.00 SPOIL

In general, all spoil material shall be removed from the site, and the Contractor shall obtain a place to accommodate it.

12.00 GRAVEL ACCESS ROAD

The extension of the gravel access road shall be from the existing Duke access road into the substation, be 20' wide and consist of a non-woven geotextile fabric (US 205NW or equal) base and six inches of ABC.

13.1 SEGMENTAL RETAINING WALLS

13.2 Summary

- A. This Section includes single-depth segmental retaining walls with soil reinforcement.
- B. Related Requirements:
 - 1. Project earthwork specifications for excavation for segmental retaining walls.
- C. Contractor shall be responsible for obtaining any building permits required to construct retaining wall.

13.3 Action Submittals

- A. Product Data: For each type of product.
- B. Samples: For each color and texture of concrete unit specified. Submit full-size units.
- C. Delegated-Design Submittal: For segmental retaining walls.

13.4 Informational Submittals

- A. Qualification Data: For testing agency.
- B. Product Certificates: For each type of segmental retaining wall unit and soil reinforcement from manufacturer.
 - 1. Include test data for shear strength between segmental retaining wall units according to ASTM D 6916.
 - 2. Include test data for connection strength between segmental retaining wall units and soil reinforcement according to ASTM D 6638.
- C. Preconstruction test reports.
- D. Source Quality-control reports.

13.5 Quality Assurance

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

13.6 Preconstruction Testing

- A. Preconstruction testing Service: Engage a qualified testing agency to perform the following preconstruction testing:
 - 1. Test soil reinforcement and backfill materials for pullout resistance according to ASTM D 6706.
 - 2. Test soil reinforcement and backfill materials for coefficient of friction according to ASTM D 5321.

13.7 Delivery, Storage, and Handling

- A. Store and handle concrete units and accessories to prevent deterioration or damage due to contaminants, breaking, chipping, or other causes.
- B. Store geosynthetics in manufacturer's original packaging with labels intact. Store and handle geosynthetics to prevent deterioration or damage due to sunlight, chemicals, flames, temperatures above 160 deg F or below 32 deg F, and other conditions that might damage them. Verify identification of geosynthetics before use, and examine them for defects as material is placed.

13.8 Products

13.7. Performance Requirements

- A. Delegated Design: Engage a qualified, North Carolina licensed professional engineer to design segmental retaining walls.
- B. Compliance Review: Qualified professional engineer responsible for segmental retaining wall design shall review and approve submittals and source and field quality-control reports for compliance of materials and construction with design.
- C. Structural Performance: Engineering design shall be based on the following loads and be according to NCMA's "Design Manual for Segmental Retaining Walls."

1. Gravity loads due to soil pressures resulting from grades and sloped backfill indicated.
2. Superimposed loads (surcharge) of 200 psf.
3. Seismic Parameters:

a. SDS	28.6%
b. SD1	17.3%
c. Site Soil Classification	D

13.7.2 Segmental Retaining Wall Units

- A. Concrete Units: ASTM C 1372, Normal Weight, except that maximum water absorption shall not exceed 7 percent by weight and units shall not differ in height more than plus or minus 1/16 inch from specified dimension.
 1. Manufacturer: Subject to compliance with requirements, provide products by one of the following:
 - a. Allan Block Corporation.
 - b. Keystone Retaining Wall Systems, Inc.
 - c. Rockwood Retaining Walls, Inc.
 - d. Ridge Rock Retaining Walls.
 2. Provide units that comply with requirements in ASTM C 1372 for freeze-thaw durability.
 3. Provide units that interlock with courses above and below by means of integral lugs, lips, or tongues and grooves and hollow cores filled with drainage fill.
- B. Color: Multi-color blend (gray block is not allowed) as selected by Engineer from manufacturer's full range.
- C. Shape and Texture: Provide units with machine-split textured, flat exposed face.
 1. Face Dimensions: 8 inches high by 18 inches long.
- D. Batter: Provide units that offset from course below to provide 1:8 batter.
- E. Cap Units: Provide cap units of shape indicated with smooth, as-cast top surfaces without holes or lugs.

- F. Special Units: Provide corner units, end units, and other shapes as needed to produce segmental retaining walls of dimensions and profiles indicated and to provide texture on exposed surfaces matching face.

13.7.3 Installation Materials

- A. Pins: Product supplied by segmental retaining wall unit manufacturer for use with units provided, made from non-degrading polymer reinforced with glass fibers.
- B. Clips: Product supplied by segmental retaining wall unit manufacturer for use with units provided, made from non-degrading polymer reinforced with glass fibers.
- C. Cap Adhesive: Product supplied or recommended by segmental retaining wall unit manufacturer for adhering cap units to units below.
- D. Leveling Base: Comply with delegated design requirements.
- E. Drainage Fill: Comply with delegated design requirements.
- F. Reinforced Soil Fill: Comply with delegated design requirements.
- G. Nonreinforced-Soil Fill: Comply with delegated design requirements.
- H. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- I. Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent.
 - 1. Apparent Opening Size: No. 70 to 100 sieve, maximum; ASTM D 4751.
 - 2. Minimum Grab Tensile Strength: 110 lb.; ASTM D 4632.
 - 3. Minimum Weight: 4 oz./sq. yd.
- J. Subdrainage Pipe and Filter Fabric: Comply with delegated design requirements.
- K. Soil Reinforcement: Product specifically manufactured for use as soil reinforcement and as follows:

1. Product Type: Molded geogrid made from high-density polyethylene.

13.7.4 Source Quality Control

- A. Factory test and inspect each roll of soil reinforcement for minimum average roll values for geosynthetic index property tests, including the following:
 1. Weight.
 2. Grab or single-rib strength.
 3. Aperture opening.
 4. Rib or yarn size.

13.8 Execution

13.8.1 Examination

- A. Examine areas and conditions, with Installer present, for compliance with requirements for excavation tolerances, condition of subgrades, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

13.8.2 Retaining Wall Installation

- A. General: Place units according to NCMA's "Segmental Retaining Wall Installation Guide" and segmental retaining wall unit manufacturer's written instructions.
 1. Lay units in running bond.
 2. Form corners and ends by using special units.
- B. Do not use units with chips, cracks, or other defects that are visible at a distance of 20 feet where such defects are exposed in the completed work.
- C. Leveling Base: Place and compact base material to thickness indicated and with not less than 95 percent maximum dry unit weight according to ASTM D 698.
 1. Leveling Course: At Contractor's option, unreinforced lean concrete (500 psi) may be substituted for upper 1 to 2 inches of base. Compact and screed concrete to a smooth, level surface.

- D. First Course: Place first course of segmental retaining wall units for full length of wall. Place units in firm contact with each other, properly aligned and level.
 - 1. Tamp units into leveling base as necessary to bring tops of units into a level plane.
- E. Subsequent Courses: Remove excess fill and debris from tops of unit sin course below. Place units in firm contact, properly aligned, and directly on course below.
 - 1. For units with lugs designed to fit into holes in adjacent units, lay units so lugs are accurately aligned with holes, and bedding surfaces are firmly seated on beds of units below.
 - 2. For unit with lips at front of units, slide units as far forward as possible for firm contact with lips of units below.
 - 3. For units with lips at bottom rear of units, slide units as far forward as possible for firm contact of lips with units below.
 - 4. For units with pins, install pins and align units.
 - 5. For units with clips, install clips and align units.
- F. Cap Units: Place cap units and secure with cap adhesive.

13.8.3 Fill Placement

- A. General: Comply with requirements in delegated design submittal and with NCMA's "Segmental Retaining Wall Installation Guide," and with segmental retaining wall unit manufacturer's written instructions.
- B. Fill voids between and within units with drainage fill. Place fill as each course of units is laid.
- C. Place, spread, and compact drainage fill and soil fill in uniform lifts for full width and length of embankment as wall is laid. Place and compact fills without disturbing alignment of units. Where both sides of wall are indicated to be filled, place fills on both sides at same time. Begin t wall and place and spread fills toward embankment.
 - 1. Use only hand-operated compaction equipment within 48 inches of wall, or one-half of height above bottom of wall, whichever is greater.
 - 2. Compact reinforced-soil fill to not less than 95 percent maximum dry unit weight according to ASTM D 698.

- a. In areas where only hand-operated compaction equipment is allowed, compact fills to not less than 90 percent maximum dry unit weight according to ASTM D 698.
- 3. Compact nonreinforced-soil fill to comply with project earthwork specifications.
- D. Place drainage geotextile against back of wall, and place layer of drainage fill at least 12 inches wide behind drainage geotextile to within 12 inches of finished grade. Place another layer of drainage geotextile between drainage fill and soil fill.
- E. Wrap subdrainage pipe with filter fabric and place in drainage fill as indicated.
- F. Slope grade at top of wall away from wall unless otherwise indicated. Slope grade at wall base away from wall. Provide uniform slopes that prevent ponding.
- G. Place soil reinforcement in horizontal joints of retaining wall where indicated and according to soil-reinforcement manufacturer's written instructions. Embed reinforcement a minimum of 8 inches into retaining wall and stretch tight over compacted backfill. Anchor soil reinforcement before placing fill.
 - 1. Place additional soil reinforcement at corners and curved walls to provide continuous reinforcement.
 - 2. Place geosynthetics with seams, if any, oriented perpendicular to segmental retaining walls.
 - 3. Do not dump fill material directly from trucks onto geosynthetics.
 - 4. Place at least 6 inches of fill over reinforcement before compacting with tracked vehicles or 4 inches before compacting with rubber-tired vehicles.
 - 5. Do not turn vehicles on fill until first layer of fill is compacted and second layer is placed over each soil-reinforcement layer.

13.8.4 Construction Tolerances

- A. Variation from Level: For bed-joint lines along walls, do not exceed 1-1/4 inches in 10 feet, 3 inches maximum.
- B. Variation from Indicated Batter: For slope of wall face, do not vary from indicated slope by more than 1-1/4 inches in 10 feet.

- C. Variation from Indicated Wall Line: For walls indicated as straight, do not vary from straight line by more than 1-1/4 inches in 10 feet.
- D. Maximum Gap between Units: 1/8 inch.

13.8.5 Field Quality Control

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Comply with requirements in project earthwork specifications for field quality control.
 - 1. In each compacted backfill layer, perform at least one field in-place compaction test for each 150 feet or less of segmental retaining wall length.

13.8.6 Adjusting

- A. Remove and replace segmental retaining wall construction of the following descriptions:
 - 1. Broken, chipped, stained, or otherwise damaged units. Units may be repaired if Engineer approves methods and results.
 - 2. Segmental retaining walls that do not match approved Samples.
 - 3. Segmental retaining walls that do not comply with other requirements indicated.
- B. Replace units so segmental retaining wall matches approved Samples, complies with other requirements, and shows no evidence of replacement.

EXHIBIT B

ITEM IV. **CONSTRUCTION SPECIFICATIONS** **FOR** **LANDSCAPING**

1.00 GENERAL

Landscaping shall include furnishing and planting the landscaping specified on Dewberry Drawing No. L1.01. Contractor shall follow guidelines included and shall complete installation in accordance with local landscaping standards and requirements.

2.00 QUALITY AND SIZE

Landscaping shall be in conformance with the Town of Huntersville Code of Ordinances.

3.00 MAINTENANCE AND CARE

Contractor shall be responsible for caring for installed plants until project is accepted by Contractor, Engineer, and Owner per signature on final documents.

EXHIBIT B

ITEM V. CONSTRUCTION SPECIFICATIONS FOR FENCING

1.1 FENCING

1.2 General

The section covers the work necessary for furnishing and installing complete, ready for operation, a vinyl clad fence system. Fence dimensions should be as shown on SCE Drawing No. 21-64-20.

1.3 The substation fence shall consist of woven steel fabric on steel posts. It shall be a minimum of 9 ft. high with line posts no greater than 10 ft. apart. The fence at the top of the retaining wall shall be of similar construction but only 36" tall.

The primary components of the fence are:

- a. Fabric
- b. Line Posts
- c. End & Corner Posts
- d. Gate Posts
- e. Top Rail
- f. Barbed Wire
- g. Extension Arms
- h. Stretcher Bars
- i. Post Braces
- j. Tension Wire
- k. Gate frames
- l. Hardware (Hinges, Latches, Stops, Keepers, Ties, Clips, Bands)

1.4 Material

1. Fabric

The station fence fabric shall be a minimum of 8 ft. high. It shall consist of a minimum No. 9 USWG steel wire, woven into a 2 in. square mesh. The minimum breaking strength of wire shall be 1200 lbs. The sides of the mesh pattern shall be approximately 45 degrees to a vertical line.

The fabric shall be galvanized in accordance with ASTM A392, Class II, with a 22 mil PVC coating bonded to core wire. Color shall be black.

2. Line, End, Corner, Pull and Gate Posts

All posts shall be steel and conform to the sizes as listed in Table I for the specific type of application.

Tubular material should conform to ASTM A53 Grade B, for round shapes and ASTM A500 Grade B or ASTM A501 for square shapes. Roll-formed sections shall meet the yield stress requirements of ASTM A36 as a minimum.

Line Posts and Gate Posts for Station shall be of sufficient height to; (a) accommodate a 8 ft. fabric; (b) accommodate extension arms, and (c) be embedded 3 ft. into the concrete footing. Line posts for wall guardrail shall be of sufficient height to accommodate 3 foot of fabric and be embedded 2 ft. into the concrete footing.

End, Corner and Pull Posts for Station shall be of sufficient height to (a) accommodate a 8 ft. fabric; (b) accommodate extension arms, and (c) be embedded 3 ft. into the concrete footing. End, corner and pull posts for wall fence shall be of sufficient height to accommodate 4 ft. fabric and be embedded 2 ft. into concrete footing.

All steel shall be hot-dipped galvanized after fabrication in accordance with ASTM A120; ASTM A-123-59 or later revision thereof.

Powder Coated Pipe: Pipe for all posts, rails, bars, braces, extensions, and frames shall have a powder coating fused and adhered to the exterior zinc coating of the galvanized pipe in accordance with ASTM F1043. The minimum thickness of the coating shall be 3 mils (0.0076mm). Color to match fabric black per ASTM F934. All posts without extensions shall have matching caps.

3. Top Rail

Top rails shall be round steel pipe or tubing. The minimum size shall not be less than 1-5/8 in. OD nor have a minimum wall thickness less than .138 in. Lengths should be a minimum of 16 ft. Provisions for adequately joining lengths together and securing to end or corner posts shall be compatible for the physical size of the top rail.

4. Barbed Wire

Barbed wire shall consist of two strands of 12-1/2 USWG steel wire with 4-point barbs at a maximum spacing of 5 in. apart. The wire shall be galvanized after weaving in accordance with ASTM A121, Class 3, and coated to match fence fabric.

5. Extension Arms

The extension arms shall extend upward and outward from the fence at an angle of 45 degrees. There shall be provisions for three equally spaced lines of barbed wire on the extended arms. The uppermost wire shall be approximately 1 ft. vertically above the fabric.

The extension arm shall be made of pressed steel or malleable iron and should be capable of supporting a downward force of 300 lbs.

TABLE I
FENCE POSTS FOR 9 FT. STATION FENCE
AND 3 FT. RETAINING WALL FENCE

Use	Type	Minimum Size
Line Posts for Station Fence	Round	2-3/8 in. OD; t = .154 in.
Line Posts for Wall Fence	Round	2 in. OD; t = .154 in.
End, Corners, Pull Posts for Station Fence	Round	3 in. OD; t = .203 in.
End, Corner, Pull Post for Wall Fence	Round	2-1/2 in. OD; t = .203 in.
Gate Posts	Round	4 in. OD; t = .226 in.

6. Stretcher Bar

Stretcher bars shall be galvanized steel bars not less than 1/4 in. x 3/4 in. They shall be approximately 1 in. less than the fabric height.

The stretcher bar shall be used for securing the fabric to all terminal posts. One bar is required for each gate and end posts and two required for each corner and pull post.

7. Post Braces

Post braces are required at each gate, corner, pull and end post. It shall consist of a strut, which shall not be less in size than the top rail, and a tension rod with turnbuckle. The rod shall be steel and have a minimum diameter of 3/8 in.

The strut shall be secured to the adjacent line post at approximately mid-height of the fabric. The tension rod is also secured near this area on the line pole and is anchored near the base of the corner post (or gate, pull or end post).

8. Tension Wire

Polymer Coated Steel Tension Wire: 7 gauge (0.177 in.) (4.50 mm) wire complying with ASTM F1664. Wire gauge specified is the core wire gauge. Match coating class and color to that of the chain link fabric material coating class and color.

9. Gates

Gates shall be swing type complete with latches, stops, keepers, hinges and 3 strands of barbed wire.

One 20'-0" double swing, double leaf gate shall be furnished.

10. Gate Frames

Gate frames shall be constructed of tubular steel members which shall be welded at the joints. Additional horizontal and vertical struts may be required to provide for a rigid gate panel allowing for no visible sag or twist. Gate frames shall be made to have approximately 3 in. clearance above the road.

Fabric for the gate panels shall be the same as the fence.

Gate frame and bracing members shall not be less than the structural equivalent of 1.9 in. OD standard pipe. Steel tension rods and turnbuckles may also be utilized. Gate frame shall have provisions for three lines of barbed wire above fabric.

11. Hardware

Hinges shall be heavy duty and allow 180 degree swing of all gate leaves. The hinges shall not twist or turn under the action of the gate and shall provide ease of operation.

Latches, Stops and Keepers shall all be heavy duty construction of galvanized steel or malleable iron. Latches shall be heavy duty double fulcrum design. A keeper shall be provided which will secure the free end of the gate in the open position.

Hardware shall allow for gate operation from either side with provisions for securing with padlock.

Banks, Wire Ties and Clips for securing fabric to top rails, line posts, terminal posts and tension wires shall be galvanized steel and of adequate strength for the purpose intended. Aluminum wire ties of adequate strength are acceptable for this work also. Wire ties shall be looped at least 1-1/2 times around top rail and fabric before securing.

All hardware shall be coated and/or colored to match fabric and posts. Factory coating is preferred and field painting is acceptable when no factory painted hardware is available.

1.5 Erection

The fabric shall be placed on the outside of the posts, stretched taut and secured to the posts, top rail and tension wire. The fabric shall be secured to the line posts with wire ties or metal bands at maximum intervals of 14 in. The top and bottom edges shall be secured, respectively, to the top rail and tension wire with tie wires not exceeding intervals of 24 in. The fabric shall be secured to terminal posts by means of the stretcher bar which is passed through the end loops of the fabric and is secured to the terminal posts by metal bands spaced at a maximum interval of 14 in.

Fabric for fencing shall all be either a left-hand or right-hand weave. Rolls of fabric shall be joined together by weaving a single strand into the end of the roll to form a continuous piece.

The spacing of line posts (10 ft. max.) shall in general be measured parallel to the ground. All posts shall be placed in a vertical position except as may be specifically designated otherwise, with the strong axis parallel to the fabric.

Any surface coating damaged during installation shall be repaired per manufacturer's recommendations.

All posts shall be set in holes and backfilled with concrete. Concrete shall have a minimum compressive strength of 2500 psi at 28 days with a maximum size of aggregate of 1 in. The concrete shall be well worked (rodded) in the hole. The top of the footing shall be crowned to shed water.

The minimum diameter of holes for line posts shall be 9 in. and for terminal posts 12 in.

The minimum depth of the footing holes shall be 38 in. CAUTION: The Engineer should review footing depth in areas subject to extreme frost penetrations and in areas of solid rock with very little or varying amounts of soft overburden.

EXHIBIT B

ITEM VI. **CONSTRUCTION SPECIFICATIONS** **FOR** **FOUNDATIONS**

1.1 Foundations

1.2 General

This section covers the work necessary to furnish and install complete, ready for use all concrete foundations. Survey services to locate all foundations are to be furnished by Contractor.

American Concrete Institute "Standard Specification for Structural Concrete for Buildings", ACI 301-10, is hereby made a part of this specification to the same extent as if bound herein. ACI 301-10 shall be amended, supplemented, or deleted as required by the following paragraphs and as such constitutes the specification for this project.

The various classes of concrete shall be designated as follows:

<u>Class</u>	<u>Minimum 28-day Comp. Strength in p.s.i.</u>
A	4500 lb.
B	4000 lb.
C	3000 lb.
D	2500 lb.
E	2000 lb.

Unless otherwise specified, all concrete shall be Class "B".

1.3 Portland Cement

Portland cement shall comply with ASTM C-150.

1.4 Fine Aggregate

Fine aggregate shall comply with ASTM C-33, and shall consist of sand having clean, hard, durable, uncoated grains, free from deleterious substances.

1.5 Coarse Aggregate

Coarse aggregate shall comply with ASTM C-33 and shall consist of clean gravel or crushed stone free from soft or elongated pieces and deleterious substances.

In no case shall the maximum size be greater than 75% of the minimum clear spacing between the reinforcing bars of 20% or the narrowest dimension between the sides of forms.

1.6 Water

Water shall be clear, and free from injurious amounts of oil, acid, alkali, organic matter or other deleterious substances. Approval of the Engineer is required on any water source other than a public water supply intended for domestic consumption.

1.7 Forms

(a) Installation:

Forms shall conform to the shape, lines and dimensions of the members as called for on the Plans and shall be substantially free from surface defects.

They shall be properly braced or tied together so as to maintain position and shape before, during and after placing. The Contractor shall be fully responsible for the adequacy and safety of the forms.

All forms shall be built and maintained in an excellent condition, so that, when removed, the concrete will be left with a smooth, presentable surface, free from offsets, fins, ridges, and other unsightly defects. Forms shall be cleaned and a thin coat of form oil applied.

Forms for exposed concrete shall be given special attention to provide a smooth surface free from defects and form marks so that rubbing and finishing will be kept to a minimum.

Vertical and horizontal corners of exposed concrete shall be chamfered.

(b) Inspection:

Forms shall be inspected by the Engineer prior to concreting and notice shall be given twenty-four (24) hours in advance of the pour so that an inspection can be scheduled. No concreting may be done in the absence of the Engineer without written permission of the Engineer.

(c) Removal:

Care shall be exercised to prevent damage of concrete during the removal of forms. The following schedule shall be considered the minimum period under normal conditions when Type I cement is used; but its use shall not in any way relieve the Contractor of responsibility for the safety and appearance of the structure.

Temperatures		
Above 60 Degrees	50 - 60 Degrees	40 - 50 Degrees
24 Hrs.	36 Hrs.	72 Hrs.

When the temperature to which form or concrete surfaces are exposed drops below 40 degrees F. the forms shall remain in place an additional time equal to the time of the sub-40 degree exposure. If form insulation is used, concrete surface temperature shall apply.

1.8 Joints

(a) Expansion Joints:

Provide a bulkhead constructed to permit installation of required dowels and accessories at required expansion joint locations. After original concrete section has hardened, remove the bulkhead and place compressible filler strip of required thickness, and full width of the concrete section. Secure the strip against displacement during casting. Top of strip shall be parallel with the concrete surface and flush with it unless a recess for application of sealant is required. Form such recesses with removable temporary strips.

(b) Construction Joints:

Make and locate so as not to impair the strength of the structure and only at locations approved. Do not make additional construction joints without written approval. Provide appropriate keys as approved in all construction joints, whether horizontal or vertical.

1. Provide keyways at least 1½ inches deep in all construction joints in walls, slabs, and between walls and footings.
2. Place construction joints perpendicular to the main reinforcement. Continue all reinforcement across construction joints.

(c) Isolation Joints in Slabs on Grade:

Construct isolation joints in slabs on grade at all points of contact between slabs on ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.

(d) Control Joints in Slabs on Grade:

Construction control joints in slabs on grade to form panels of patterns as shown. Use inserts $\frac{1}{4}$ inch wide by $\frac{1}{5}$ to $\frac{1}{4}$ of the slab depth unless otherwise shown. Use bulkheads, wire supports or reinforcing bar to hold dowels in alignment at proper elevation perpendicular to control joint and parallel to each other.

1.9 Conveying and Depositing Concrete

(a) Conveying:

Concrete shall be conveyed by means that will prevent segregation and loss of mortar from the mix. Adequate manpower and equipment in the form of buckets, buggies, chutes, conveyors, pneumatic conveying equipment or other approved means shall be provided to insure continuous operation.

(b) Depositing:

Prior to the start of the concrete placement, the forms and reinforcing shall be cleaned and the subgrade or existing concrete shall be cleaned of shavings, chips, and other foreign matter. Concrete shall not be deposited in water, (unless so specifically intended) or on frozen areas.

Concrete shall be deposited as nearly as possible to its final position and shall not be moved by vibration. Segregation and overworking shall be kept to a minimum.

Concrete that is contaminated, that has been re-tempered or has taken its initial set shall not be used. The elapsed time between the introduction of the mixing water to the cement and aggregates and the disposition in the work shall, in no case, exceed one hour and this limit may be reduced by the Engineer, should the rate of hardening dictate.

Concreting shall be continuous to prevent cold joints and if horizontal joints are required, they shall be level to present a workmanlike job.

In a combination column-and-slab pour, the slab shall have taken its initial set before concreting is continued on the column.

(c) Vibration:

All concrete shall be thoroughly vibrated by qualified personnel, taking care to give complete coverage without causing undue bleeding or segregation. Vibrators shall be applied vertically and shall be removed when the first sheen of mortar appears on the surface.

(d) Placement Under Water:

No concrete shall be deposited under water without written permission of the Engineer and then only in accordance with his directions. Proper tremie equipment and techniques must be used, should the need arise.

(e) Flooding of Concrete:

No water shall be allowed to come in contact with the concrete surface for a minimum of twenty-four hours.

1.10 Placement of Conduits, Pipes and Sleeves

- a. All conduit, pipes, sleeves, and inserts required for drainage and electrical work will be furnished and installed by the contractor. The contractor shall be responsible for coordinating the location and maintaining these items plumb, in alignment and in place.
- b. Conduits, pipes and sleeves of any material not harmful to concrete and within limitations of this paragraph may be embedded in concrete with the approval of the Engineer after review of the placement drawings. Location of reinforcing steel and needs for concrete casting compaction shall have priority over the location of all conduit, pipes and sleeves. In case of conflicts between the reinforcing and conduit, pipes or sleeves this subcontractor shall notify the Engineer immediately. If contractor fails to request interpretation all subsequent changes shall be made without additional cost to the Owner.
 1. Conduits and pipes with fittings embedded within a column shall not display more than 4 percent of the area of cross-section.
 2. Except when drawings for conduits and pipes are otherwise approved, embedded items shall satisfy the following:
 - a. Not be spaced closer than 3 diameter or widths on center of the largest conduit.
 - b. Have one inch or more of concrete cover and be placed above bottom reinforcing.

- c. Not be tied to parallel reinforcing steel.
- d. Provide necessary accessories and supports for conduits and pipes to ensure concrete cover over reinforcing steel.
- e. If the placement of conduit, pipes and sleeves cannot satisfy the above requirements, the contractor shall submit shop drawings of alternative to the Engineer for review.

1.11 Special Conditions

(a) Cold Weather Concreting:

Adequate equipment shall be provided for heating the concrete materials and protecting the concrete during freezing or near-freezing weather. No frozen materials nor materials containing ice shall be used. All concreting operations in cold weather, when temperatures are below 40 degrees or are expected to fall below 40 degrees shall conform to the requirements of ACI Standard 306. Special attention is drawn to the minimum required Placing-and curing Temperatures.

Calcium chloride or other chemicals shall not be used to prevent freezing. Concrete damage by freezing shall be removed and replaced at the Contractor's own expense.

(b) Hot Weather Concreting:

Care shall be taken to protect the concrete or schedule the operations to avoid problems incurred with flash set or too-rapid drying conditions. All concreting operations during hot weather shall conform to the requirements of ACI Standard 305.

During hot weather, consideration shall be given to maintaining the temperature of the cement, aggregates and mixing water, such that the temperature of the concrete at the time of delivery to the job site will be less than 90 degrees F.

1.12 Quality Assurance

(a) Supply all ready mixed concrete from an approved supplier whose plant has been inspected and found to comply with the requirements of the National Ready Mix Concrete Association.

(b) All concrete work which does not conform to the requirements of the contract documents, including strength, tolerances and finishing, must be replaced as directed by the Engineer at the Contractor's expense. The Contractor is responsible for the cost of replacing any other work affected by or resulting from replacement of the concrete work.

1.13 Submittals

- (a) Submit three copies of each design mix to Engineer for review.
- (b) Submit three copies of concrete test reports.
- (c) Submit proposed construction joint layout and concrete pour sequence to Engineer for approval.
- (d) Ready Mix Delivery Tickets:
 - 1. Maintain record at job site showing date, time and place of each pour of concrete, together with ready mix delivery tickets certifying contents of each batch.
 - 2. Make record available to Engineer for inspection upon request, and upon completion of the work deliver records to the Engineer.

1.14 Testing

- (a) Make a strength test, six cylinders from each mix design placed in any one day. Conform to ASTM C 172 and ASTM C 31.
- (b) Test two cylinders at seven days, two at 28 days and hold two in reserve. Testing to conform to ASTM C 39.
- (c) The strength level of the concrete will be considered satisfactory if the average of all sets of three consecutive strength test results equal or exceed the specified strength and no individual strength test results falls below the specified strength by more than 500 psi.

1.15 Repair of Defective Areas

- (a) Repair rather than replacement shall only be attempted with prior written approval of the Engineer.

2.1 Reinforcing Steel

2.2 General

This section covers the work necessary to furnish and install complete reinforcing steel. Reinforcing bars shall meet the requirements of ASTM Des: A615. Grade shall be as shown on the drawings but shall be grade 60 unless otherwise noted.

2.3 Protection of Bars

All bars shall be stored off the ground and shall, at all times, be protected from moisture and be kept free from dirt, oil, or injurious coatings. If concreting is delayed for any considerable number of days after the reinforcing is placed in position, it shall be protected by covering with canvas or other satisfactory covering, or, if directed, shall be painted with a coat of neat cement grout. Any bars or fabric having scaly rust shall be cleaned.

2.4 Fabrication and Placement

Metal reinforcing shall be properly fabricated, supported, and securely held in place so that it will be in the correct position after the concrete has been placed and compacted. Bars shall be bent in the shop to the shapes shown or required. Field bending shall be done only with the written approval of the Engineer.

Hooks and bends in reinforcing shall be fabricated in accordance with ACI 318.

All bars shall be bent cold.

The placing of reinforcement shall be completed before the commencement of concreting. In no case shall any reinforcement be covered with concrete until the amount and position of the reinforcement has been checked by the Engineer, and his permission given to proceed with the concreting.

Reinforcing steel shall be adequately secured in position by concrete or metal chairs or spacers. Bars shall be fastened together with annealed wire of not less than 18 gauge or other approved method.

3.00 Backfilling

Backfilling around structures shall not be commenced until directed by the Engineer. Backfill around structures may be placed by machine, provided the work shall be done carefully to prevent damage to the structure. In no case shall backfill materials be allowed to fall directly on a structure until at least 12 inches of hand placed material has been placed thereon and compacted.

Backfill around structures shall be deposited in horizontal layers not more than one foot in thickness and shall be compacted to prevent settlement.

All excavations shall be backfilled to the original surface of the ground to such other grades as may be shown, specified or directed. Backfilling shall be done with suitable excavated materials, approved by the Engineer, which can be satisfactorily compacted during refilling of the

excavation. In the event the excavated materials are not suitable, special backfill obtained from approved borrow pits shall be used for backfilling.

Stones or pieces of rock greater than one cubic foot in volume shall not be used in any portion of backfill and all stones shall be distributed and alternated with the earth filling in such manner that all interstices between them shall be filled with earth. Frozen earth shall not be used for backfilling.

Each layer of material shall be thoroughly tamped or rolled to the required degree of compaction by sheepsfoot or pneumatic rollers, mechanical tampers, or vibrators, unless a satisfactory compaction is obtained by the travel of trucks and earth moving machines. Successive layers shall not be placed until the layer under construction has been thoroughly compacted.

Where required, the Contractor shall, at his own expense, add sufficient water during rolling and tamping to assure complete consolidation of the fill material. If, due to rain or other causes, the material is too wet for satisfactory compaction, it shall be allowed to dry as required, before compaction.

Unless otherwise noted, each layer of fill and backfill and the top 12 inches of existing subgrade material in cuts shall be compacted by approved equipment as specified below. The degree of compaction and the density shall be determined by the Standard Proctor Test (ASTM D698).

	Min. Compaction of STD. Proctor <u>Maximum Dry Density</u>
All Earth Fill	95%
Top 12 inches of Subgrade or Roadway and Pad Areas	98%
Bituminous Pavement Base Course	90%
Bituminous Pavement Intermediate Course	95%
Bituminous Pavement Surface Course	95%

Material too dry for proper compaction shall be moistened by suitable watering devices, turned and harrowed to distribute moisture, and then properly compacted. When material is too wet for proper compaction, operations shall stop until such material has sufficiently dried.

4.00 Hauling Material on Streets

When it is necessary to haul material over the streets or pavements, the Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements. In all cases where any materials are dropped from the vehicles, the Contractor shall clean up the same as often as directed and keep the crosswalks, streets and pavements clean and free from dirt, mud, stone, and other hauled material.

5.00 Spoil

In general, all spoil material shall be removed from the site, and the Contractor shall obtain a place to accommodate it.

6.00 Concrete Protection for Reinforcement

Unless noted on the drawings, minimum cover for reinforcing shall be in accordance with:

Slabs in contact with water	1"
Walls	2"
Any other concrete in contact with soil or water	2"

7.00 Oil Containment Piping

The Contractor shall furnish and install oil containment drain pipes and protective grates in transformer foundations.

8.00 Unauthorized Excavation

Whenever excavations are carried beyond or below the lines and grades shown on the plans, or as given or directed by the Engineer, all such excavated space shall be refilled with granular material, or other materials as the Engineer may direct. All material which slides, falls or caves into the established limits of excavations due to any cause whatsoever, shall be removed and disposed of at the Contractor's expense.

No extra compensation will be paid the Contractor for any materials ordered for refilling the void areas left by a slide, fall, cave-in, or any other unauthorized excavation.

9.00 Removal of Water

The Contractor shall at all times during construction, provide and maintain proper the satisfactory means and devices for the removal of all water entering the excavations, and shall

remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of sewers or masonry, or other work.

Removal of water includes the construction and removal of cofferdams, sheeting and bracing, the furnishing of materials and labor necessary therefore, excavation and maintenance of ditches and sluice-ways and the furnishing and operation of pumps, wellpoints, and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least 24 hours after placement, and no stream of water shall be allowed to flow over such work until such time as the Engineer may permit.

10.00 Storage of Material

Topsoil suitable for final grading shall be removed and stored on the site separately from other excavated material.

All excavated materials shall be stored in locations so as not to endanger the work, and so that easy access may be had at all times to all parts of the excavation. Stored materials shall be kept neatly piled and trimmed so as to cause little inconvenience as possible to public travel or to adjoining property holders.

11.00 Foundation Grating

Contractor shall furnish and install a fiberglass grating system for personnel traffic across containment portion of transformer pad. Grating shall be 2" thick and have a 2" x 2" square grid, McNichols Cat. #F282111C4L or approved equal. Contractor shall furnish manufacturer's recommended galvanized steel support structures attached to concrete to achieve less than 1/2" deflection under load of 500 lbs/sf uniform.

EXHIBIT B

ITEM VII. **CONSTRUCTION SPECIFICATIONS** **FOR** **GROUNDING AND BONDING SYSTEMS**

1.1 Grounding and Bonding Systems

1.2 General

This section covers the work necessary to furnish and install complete, ready for operation the grounding and bonding system. Grounding systems are intended to protect personnel and equipment from abnormal over-voltages and the effects of ground faults. Grounding conductors shall be placed as shown prior to backfill. All grounding material will be furnished by the Owner.

1.3 System and Equipment Grounding and Bonding

Grounding conductors shall be copper conductors as specified.

All buried connections shall be made with Owner furnished connectors.

The Contractor shall exercise care to insure good ground continuity, in particular between the conduit system and equipment frames and enclosures. Where necessary, bonding jumpers or grounding conductors shall be installed.

2.1 Ground Grid

Where shown on the Plans, the Contractor shall install a system of grounding conductors and driven electrodes which hereinafter is called the ground grid. The grid is intended to connect together the various grounding systems.

Grounding electrodes shall be copper-weld or equal rods of not less than 5/8 inch diameter and not less than 20 feet long, except as otherwise shown or specified. They shall be driven where shown on drawings.

The grounding grid conductors shall be bare copper conductors, and they shall be embedded in backfill material around the structures as shown. The grounding conductors shall be installed at sufficient depth to avoid conflicts with other underground obstructions, such as conduits, cable trench and drainage pipes, but in no case shall the depth be less than 2'-0".

All underground conductors shall be laid slack and where exposed to mechanical injury shall be protected by pipes or other substantial guards. If guards are iron pipe or other magnetic material, conductors shall be electrically connected to both ends of the guard to prevent the inductive choke effect.

2.2 Fence Grounding

Ground grid installation, also includes attaching conductors to substation fence as shown on grounding plan and details.

2.3 Future Equipment Leads

Where structures and equipment are to be installed in future the Contractor shall leave a 1/0 copper lead reaching three feet above grade taped in neat coils at nearest foundation. Two 4/0 copper leads shall be installed at transformer pad, be routed under grating, and reach an additional two feet above opposite corners of the supportive center pad.

EXHIBIT B

ITEM VIII. **CONSTRUCTION SPECIFICATIONS** **FOR** **CABLE TRENCH, CONDUIT, AND** **OIL CONTAINMENT SYSTEM**

1.1 General

This section covers the work necessary to install complete an Owner furnished electrical precast concrete cable trench and a Contractor furnished conduit system and oil containment system.

1.2 Cable Trench

The precast concrete cable trench system installed in earth trenches with covers extending above the surrounding gravel rock surfacing shall be constructed at the locations shown on the construction drawings.

The trench system shall consist of precast concrete member or members and removable cover sections assembled to form a completely enclosed trench with open earth bottom having four inches of Contractor furnished sand bedding.

The trench system shall be constructed to grade as necessary for top of removal covers to be at an elevation approximately two (2) inches above the elevation of the finished rock surfacing of the area as required by the construction drawings, including all necessary excavation and backfill.

1.3 Installation

The trench system shall be installed on a mechanically compacted four inch sand and gravel bedding in accordance with the manufacturer's installation instructions.

All trenches shall be protected against entrance of construction debris, rock and earth during construction and after placing the sand and gravel bedding.

Trenches shall be cleaned out of any foreign material prior to placing cables and before placing covers.

Drainage for the cable trench shall be provided with Contractor furnished gravel, perforated drainage pipe, and geotextile filter cloth, as shown on the construction drawings. A

four inch drain shall be installed under total length of trench. The Contractor shall be responsible for extending the drainage system to the drainage area beyond the fence on the low side of the substation and to portion of storm water system.

1.4 Material

The trench system shall be Owner furnished and Contractor installed in widths and lengths shown on Trenwa Dwg. 24-1013-1. Trench shall be 12" deep. The precast trench covers shall be furnished in section of lightweight construction, sized to permit removal by a single person. All covers shall have slots for lifting tools.

2.1 Conduits, Raceways, and Wireways

2.2 General

This section covers the work necessary to furnish and install, complete, ready for operation the electrical raceway systems for future control wires, future power cables, and oil containment piping. The Contractor shall submit approval drawings showing the material to be installed in the work, the details of hangers, sleeves, and inserts, and the locations of all pull and junction boxes.

2.3 Heavy Wall PVC Conduit

Use rigid PVC conduit, Schedule 40, UL listed for concrete-encased, underground direct burial, concealed and direct sunlight exposed use, and UL listed and marked for use with conductors having 90 degrees C insulation. Use conduits, couplings, bushings, elbows, nipples, and other fittings meeting the requirements of NEMA TC 2 and TC 3, Federal Specifications W-C-1094, UL, NEC, and ASTM specified tests for the intended use.

2.4 Fittings

Fittings for PVC conduit shall comply with Standard for PVC Fittings for use with Rigid PVC Conduit and Tubing, NEMA TC-2 and shall be NEMA Type IV. All couplings shall be of the long barrel type.

2.5 Installation

Rigid Polyvinyl chloride conduit, U.L. approved as non-metallic conduit for use above or below ground shall be used underground, in gravel or earth under concrete slab on grade, and in exposed corrosive locations indicated on the drawings.

Underground raceways shall be installed a minimum of 1'-6" below grade. Couplings in multiple conduit runs shall be staggered so that couplings in adjacent runs are not at the same location.

Underground raceways shall be provided with non-metallic spacers to secure and separate parallel conduit runs in a trench for concrete encasement. Spacer shall be installed every five (5) feet. For multiple duct layers, spacers shall be staggered.

Oil containment piping shall be adequately sloped for gravity flow of water or oil to the oil sump and beyond sump to BMP.

Underground raceways shall maintain a minimum separation of 12 inches vertical and horizontal from other piping systems.

Except as otherwise shown and specified, all conduit work runs shall be parallel to horizontal planes and shall be neatly aligned. Elbows and offsets shall be used wherever possible; for bends made in the field, an approved conduit bending machine shall be used. Field bends shall be symmetrical and carefully made so as to prevent damage or deformation of conduit. Any conduit which has been crushed or deformed in any way shall not be installed. Routing of conduits shall be of the shortest possible and compatible with good layout. the number of bends, offsets and crossovers shall be kept to a minimum. the Contractor shall exercise the necessary precautions to prevent lodgement of dirt in conduits, boxes and fittings during installation. A run of conduit which has become clogged shall be swabbed to remove all foreign matter or shall be replaced.

All conduit shall be made up watertight.

Where practicable, conduit runs shall be slightly pitched to facilitate draining the condensate or shall be otherwise installed to prevent trapping of condensation.

Contractor shall terminate and cap all control conduit runs one foot above grade where indicated on plans.

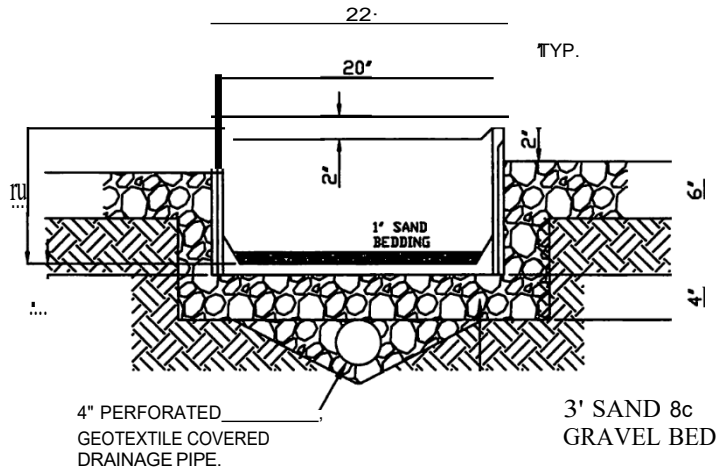
2.6 Empty Raceways

All empty raceways shall be provided with manufactured removable caps and a nylon pull cord.

3.00 Oil Containment System

Contractor shall install a drainage system as shown on Drawing 21-64-21 which includes oil sump and drain lines. Drains shall be installed in a manner that provides consistent downward slope and water shall exit beyond station fence to storm water system. Oil sump shall

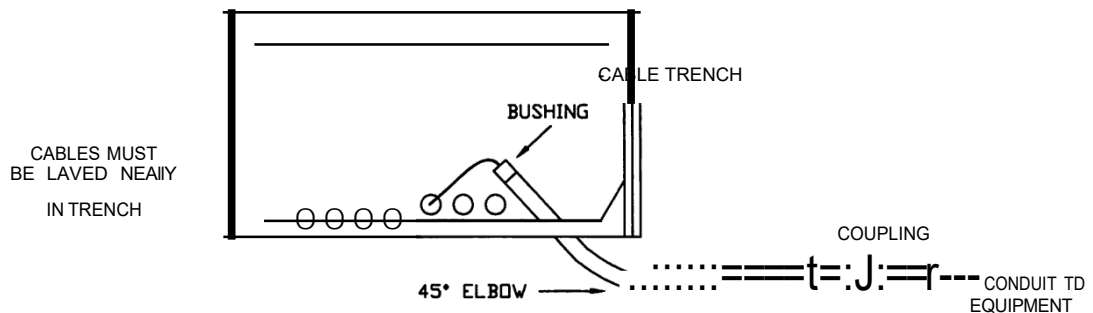
be Vital Fuel Systems, (919) 303-7374, Model SOS-6 with stop valve. Only Engineer approved substitutions are acceptable.



TYPICAL TRENCH CROSS-SECTION DRAIN DETAIL

N.T.S.

- 1 SAND AND GRAVEL BED TO BE MECHANICALLY COMPACTED.
- 2 CABLE TRENCH TO BE SLOPED AWAY FROM EQUIPMENT HOUSE AND FROM HIGH TO LOW POINT OF LOT TO PROVIDE DRAINAGE.
- 3 COVERS SHALL BE PLACED ON TRENCH BEFORE BACKFILLING AGAINST SIDEWALLS.
- 4 ALL BACKFILLING SHALL BE DONE BY HAND.
- 5 CABLE TRENCH AND LIDS TO BE PROVIDED BY OWNER. ALL OTHER MATERIAL TO BE FURNISHED BY CONTRACTOR.



TYPICAL TRENCH TO CONDUIT TRANSITION

N.T.S.

CABLE TRENCH DETAILS

Huntersville Del 4 Substation - Conduit Schedule

<u>Conduit #</u>	<u>From</u>	<u>To</u>	<u>Size</u>	<u>Future Function</u>
BK3- AC	Bkr 3	Cable Trench	1-1/2 "	AC Power
BK3- AC	Cable Trench	Station AC Panel	1-1/2"	AC Power
BK3- DC	Bkr 3	Cable Trench	1-1/2"	DC Power
BK3-1	Bkr 3	Cable Trench	1-1/2"	Control & Status
BK3-2	Bkr 3	Cable Trench	1-1/2"	Spare
BK3- CT	Bkr 3	Cable Trench	1-1/2"	Current Transformers
VR3	Reg Bank 3 Box	Cable Trench	1-1/2"	Voltage & LM
BK4- AC	Bkr 4	Cable Trench	1-1/2"	AC Power
BK4- AC	Cable Trench	Station AC Panel	1-1/2"	AC Power
BK4- DC	Bkr 4	Cable Trench	1-1/2"	DC Power
BK4-1	Bkr 4	Cable Trench	1-1/2"	Control & Status
BK4-2	Bkr 4	Cable Trench	1-1/2"	Spare
BK4- CT	Bkr 4	Cable Trench	1-1/2 "	Current Transformers
VR4	Reg Bank 4 Box	Cable Trench	1-1/2"	Voltage & LM
LT 1	Light 1	Cable Trench	2"	Light Source and Loads
LT2	Light 2	Cable Trench	1"	Light
Cam 1	Light 2	Cable Trench	1"	Future Camera
LT 3	Light 3	Cable Trench	1"	Light
Cam 2	Light 3	Cable Trench	1"	Future Camera
LT4	Light 4	Cable Trench	1"	Light
Cam 3	Light 4	Cable Trench	1"	Future Camera
LT5	Light 5	Cable Trench	1"	Light
Cam 4	Light 5	Cable Trench	1"	Future Camera
House AC	Station AC Panel	Cable Trench	2"	House AC

Huntersville Del 4 Substation - Conduit Schedule

Conduit #	From	To	Size	Future Function
TX-AC	Power Transformer	Cable Trench	1-1/2"	AC Power
TX-AC	Cable Trench	Station AC Panel	1-1/2"	AC Power
TX-DC	Power Transformer	Cable Trench	1-1/2"	DC Power
TX-1	Power Transformer	Cable Trench	1-1/2"	Control & Status
TX-CT1	Power Transformer	Cable Trench	1-1/2"	Current Transformers
TX-CT2	Power Transformer	Cable Trench	1-1/2"	Current Transformers
TX-FOC	Power Transformer	Cable Trench	1-1/2"	Fiber Communications
CSW-AC	Circuit Switcher	Cable Trench	1-1/2"	AC Power
CSW-AC	Cable Trench	Station AC Panel	1-1/2"	AC Power
CSW-DC	Circuit Switcher	Cable Trench	1-1/2"	DC Power
CSW-1	Circuit Switcher	Cable Trench	1-1/2"	Control
CSW-2	Circuit Switcher	Cable Trench	1-1/2"	Status
CSW-3	Circuit Switcher	Cable Trench	1-1/2"	Status
MOP-DC	Motor Op Switch	Cable Trench	1-1/2"	DC Power
PT	PT Structure	Cable Trench	1-1/2"	PTs
BKI-AC	Bkr 1	Cable Trench	1-1/2"	AC Power
BKI-AC	Cable Trench	Station AC Panel	1-1/2"	AC Power
BKI-DC	Bkr 1	Cable Trench	1-1/2"	DC Power
BKI-1	Bkr 1	Cable Trench	1-1/2"	Control & Status
BKI-2	Bkr 1	Cable Trench	1-1/2"	Spare
BKI-CT	Bkr 1	Cable Trench	1-1/2"	Current Transformers
VRI	Reg Bank 1Box	Cable Trench	1-1/2"	Voltage & LM
BK2-AC	Bkr 2	Cable Trench	1-1/2"	AC Power
BK2-AC	Cable Trench	Station AC Panel	1-1/2"	AC Power
BK2-DC	Bkr 2	Cable Trench	1-1/2"	DC Power
BK2-1	Bkr 2	Cable Trench	1-1/2"	Control & Status
BK2-2	Bkr 2	Cable Trench	1-1/2"	Spare
BK2-CT	Bkr 2	Cable Trench	1-1/2"	Current Transformers
VR2	Reg Bank 2 Box	Cable Trench	1-1/2"	Voltage & LM

EXHIBIT B

ITEM IX. **SITE CONSTRUCTION REQUIREMENTS** **QUALITY CONTROL**

1.1 **TESTING SERVICES**: All tests to determine compliance with the Contract Documents shall be performed by an independent commercial testing firm acceptable to Engineer. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped and fully qualified to perform the tests in accordance with the specified standards.

Testing services provided by Contractor are for the sole benefit of Owner; however, test results shall be available to Contractor. Testing necessary to satisfy Contractor's internal quality control procedures shall be the sole responsibility of Contractor.

1.2 **Testing Services Furnished by Contractor**. Unless otherwise specified, Contractor shall provide all testing services in connection with the following:

Embedment, fill, and backfill materials.

Moisture-density and relative density tests on embedment fill, and backfill materials.

In-place field density tests on embedments, fills, and backfill.

Measurements of volume of material removed, added, or replaced.

Testing, including sampling, will be performed by testing firm's Engineer or the testing firm's laboratory personnel, in the general manner indicated in the Specifications. Engineer shall determine the exact time, location, and number of tests, including samples.

Arrangements for delivery of samples and test specimens to the testing firm's laboratory will be made by the Contractor. The testing firm's laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and shall furnish a written report of each test.

Contractor shall furnish all sample materials and cooperate in the testing activities, including sampling. Contractor shall interrupt the Work when necessary to allow testing, including sampling, to be performed. Contractor shall have no claim for an increase in Contract Price or Contract Times due to such interruption. When testing activities, including sampling, are performed in the field by Engineer or the testing firm's laboratory personnel, Contractor shall furnish personnel and facilities to assist in the activities.

1.3 Transmittal of Test Reports. Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials proposed to be used in the Work shall be submitted.

2.1 COMPACTION: Unless otherwise noted, each layer of fill and backfill and the top 12 inches of existing subgrade material in cuts shall be compacted by approved equipment as specified below. The degree of compaction and the density shall be determined by the Standard Proctor Test (ASTM D698).

	Min. Compaction of STD. Proctor <u>Maximum Dry Density</u>
All Earth Fill	95%
Top 12 inches of Subgrade or Roadway and Pad Areas	98%
Bituminous Pavement Base Course	90%
Bituminous Pavement Intermediate Course	95%
Bituminous Pavement Surface Course	95%

A. Material too dry for proper compaction shall be moistened by suitable watering devices, turned and harrowed to distribute moisture, and then properly compacted. When material is too wet for proper compaction, operations shall stop until such material has sufficiently dried.

OPTION 1

EQUIPMENT BUILDING OFFLOAD

Scope

The Owner expects the equipment building to be delivered by VFP, Inc. during the construction period. VFP is responsible for transportation to the substation site. Option 1 is for Site Contractor to arrange crane and rigging to offload building from truck to building pad. Building is estimated to weigh 50,000 lbs.

APPENDIX A



Geotechnical Engineering Report
Huntersville Delivery No. 4 Substation
Huntersville, North Carolina
S&ME Project No. 23350719

PREPARED FOR:

**Southeastern Consulting Engineers, Inc.
PO Box 240436
Charlotte, North Carolina 28224**

PREPARED BY:

**S&ME, Inc.
8848 Red Oak Boulevard, Suite A
Charlotte, North Carolina 28217**

December 14, 2023



December 14, 2023

Southeastern Consulting Engineers, Inc.
PO Box 240436
Charlotte, North Carolina 28224

Attention: A.J. Molnar, P.E.

Reference: **Geotechnical Engineering Report
Huntersville Delivery No. 4 Substation**
Huntersville, North Carolina
S&ME Project No. 23350719
NC PE Firm License No. F-0176

Dear Mr. Molnar:

S&ME has completed subsurface exploration services for the planned Huntersville Delivery No. 4 Substation in Huntersville, North Carolina. The exploration was performed in general accordance with S&ME Proposal 23350719 dated November 3, 2023, and authorized by execution of our Agreement for Services on November 3, 2023.

The purpose of this exploration was to explore general subsurface conditions within the planned substation site and evaluate those conditions with regard to foundation design and construction. This report presents our findings together with our conclusions and recommendations.

S&ME appreciates the opportunity to assist you during this phase of the project. If you should have any questions concerning this report or if we may be of further assistance, please contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink, appearing to read 'C. Payne'.

Christian Payne
Geotechnical Staff Professional

DocuSigned by:
A handwritten signature in blue ink, appearing to read 'Luis A. Campos'.

72275FD8BA38437...
Luis A. Campos, P.E.
Senior Geotechnical Engineer
NC Registration No. 037845

A circular professional seal for Luis A. Campos, a Professional Engineer in North Carolina. The seal contains the text: 'NORTH CAROLINA', 'PROFESSIONAL', 'SEAL', '037845', 'ENGINEER', and 'LUIS A. CAMPOS'.

Senior Reviewed By: David A. Bixler II, P.E.



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Test Results



1.0 Introduction

1.1 Project and Site Descriptions

Project information was obtained from email correspondence between AJ Molnar of Southeastern Consulting Engineers (SCE) and Luis Campos of S&ME between October 27 and November 3, 2023.

We understand that SCE is providing design services for a new substation planned on the southwest side of Sam Furr Road (Highway 73) and Huntersville Crossing Drive in Huntersville, North Carolina. The approximate site area is shown on the Site Vicinity Plan (Figure 1) in the Appendix.

Site layout information was provided via email, which included a preliminary site drawing (dated October 16, 2023) prepared by SCE, showing the site layout and requested boring locations.

The new substation is planned on the northern portion of Mecklenburg County Parcel 00911112. The parcel is situated between a power line easement to the north and west, a existing substation to the south, and a paved road (Huntersville Crossing Drive) to the east. The proposed substation will have an approximate footprint of 165 feet by 135 feet, which will be fenced in. A detailed foundation plan was not provided; however, we understand the substation equipment will be supported by relatively shallow drilled shafts, and/or shallow spread footings/mat foundations. Structural loads have not been provided.

Based on our site reconnaissance and information provided by SCE, the site is moderately wooded. Topographic information from the Mecklenburg County Polaris website indicates grades in the planned substation equipment area range from about 788 to 798 feet, sloping down to the west. Provided top of footing elevations ranged from 792 to 794 feet, indicating that up to about 5 feet of cut is planned.

In developing the conclusions and recommendations presented in this report, we have assumed that design loads for the proposed power transmission structures will be relatively light (column loads less than 100 kips).

1.2 Purpose and Scope

The purpose of this geotechnical study was to explore the subsurface conditions at the site and develop geotechnical recommendations for the design and construction of the proposed project. S&ME has completed the following scope of geotechnical services for this project:

- Visited the site to observe site surface conditions and mark test locations.
- Contacted North Carolina 811 to have them mark the locations of existing underground utilities.
- Subcontracted a land clearing company to clear small trees with a hydroaxe clearing machine.
- Mobilized a power drilling rig and crew to the site.
- Drilled fourteen soil test borings.
- Attempted water level measurements in the boreholes.
- Backfilled the boreholes with soil cuttings.
- Performed laboratory testing.
- Performed geotechnical analyses and prepared this geotechnical report.



2.0 Exploration Procedures

2.1 Soil Test Borings

In order to explore the general subsurface conditions at the project site, fourteen soil test borings (B-1 through B-14) were drilled to depths of 20 feet between November 20 and 27, 2023. The borings were advanced at the approximate locations shown on the Boring Location Plan drawing (Figure 2) in the Appendix. The boring locations were selected by SCE and located by an S&ME staff professional using a non-differential, hand-held GPS unit. The northings and eastings presented on the boring logs should be considered approximate. Elevations were obtained from the provided preliminary site drawing and should also be considered approximate.

A CME 45 drill rig mounted on a truck carrier was used to advance the soil test borings using hollow-stem, continuous flight augers. Standard Penetration Test (SPT) split spoon sampling was performed at designated intervals in the soil test borings in general accordance with ASTM D1586 to provide an index for estimating soil strength and relative density or consistency. SPT tests were performed with a hydraulic automatic hammer. In conjunction with the SPT testing, samples are obtained for soil classification purposes. Representative portions of each soil sample were placed in sealed containers and taken to our laboratory.

Water level measurements were attempted in the borings at the termination of drilling activities. All boreholes, except for Borings B-1, B-2, B-5, and B-6, were left open for a 1-day waiting period to allow for a second water level measurement attempt. All borings were backfilled with soil cuttings to the ground surface after the water level measurement attempts.

2.2 Laboratory Testing

Once the split-spoon samples from the soil test borings were received in our laboratory, a geotechnical staff professional visually and manually examined each sample to estimate the distribution of grain sizes, plasticity, organic content, moisture condition, color, presence of lenses and seams and apparent geological origin. The soils were classified in general accordance with the Unified Soil Classification System (USCS). The results of the classifications, as well as the field test results, are presented on the individual boring logs in the Appendix. Similar soils were grouped into strata on the logs. The strata contact lines represent approximate boundaries between the soil types; the actual transition between the soil types in the field may be gradual in both the horizontal and vertical directions.

Laboratory testing consisting of grain-size distribution, Atterberg limits, and moisture content tests were performed on two representative soil samples to confirm visual soil classifications and estimate the engineering properties of the soil tested. Results of the laboratory testing are presented in Section 3.3 and are also included in the Appendix.

3.0 Area Geology and Subsurface Conditions

3.1 Physiography and Area Geology

The site is located in the Charlotte Belt of the Piedmont Physiographic Province of North Carolina as shown in Figure 3-1. The Piedmont Province generally consists of well-rounded hills and ridges, which are dissected by a well-developed system of draws and streams. The Piedmont Province is predominantly underlain by metamorphic rock (formed by heat, pressure and/or chemical action) and igneous rock (formed directly from molten material), which were initially formed during the Precambrian and Paleozoic eras. The volcanic and sedimentary rocks deposited in the Piedmont Province were the host for the metamorphism and were changed to gneiss and schist. The more recent Paleozoic era had periods of igneous emplacement, with at least several episodes of regional metamorphism resulting in the majority of the rock types seen today.

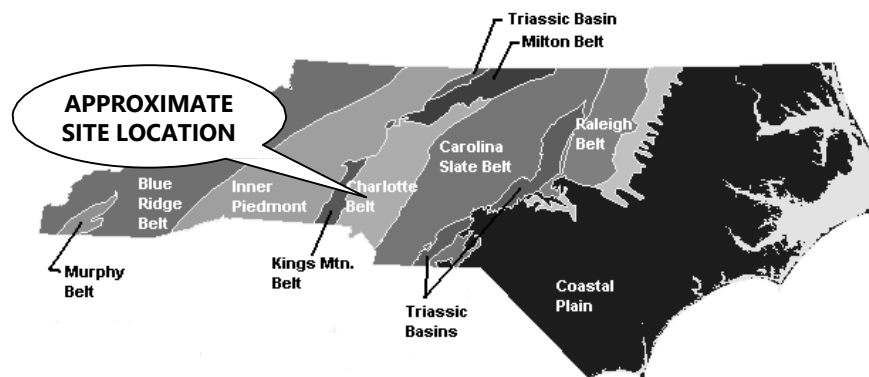


Figure 3-1: Physiographic Provinces of North Carolina

The topography and relief of the Piedmont Province have developed from differential weathering of the igneous and metamorphic rock. Because of the continued chemical and physical weathering, the rocks in the Piedmont Province are now generally covered with a mantle of soil that has weathered in place from the parent bedrock. These soils have variable thicknesses and are referred to as residuum or residual soils. The residuum is typically finer grained and has higher clay content near the surface because of the advanced weathering. Similarly, the soils typically become coarser grained with increasing depth because of decreased weathering. As the degree of weathering decreases, the residual soils generally retain the overall appearance, texture, gradation and foliations of the parent rock.

The boundary between soil and rock in the Piedmont is not sharply defined. A transitional zone termed "Partially Weathered Rock" is normally found overlying the parent bedrock. Partially Weathered Rock (PWR) is defined for engineering purposes as residual material with Standard Penetration Resistances (N-values) exceeding 100 blows per foot. The transition between hard/dense residual soils and PWR occurs at irregular depths due to variations in degree of weathering. Typical weathering profiles in the Piedmont Province are depicted in Figure 3-2.

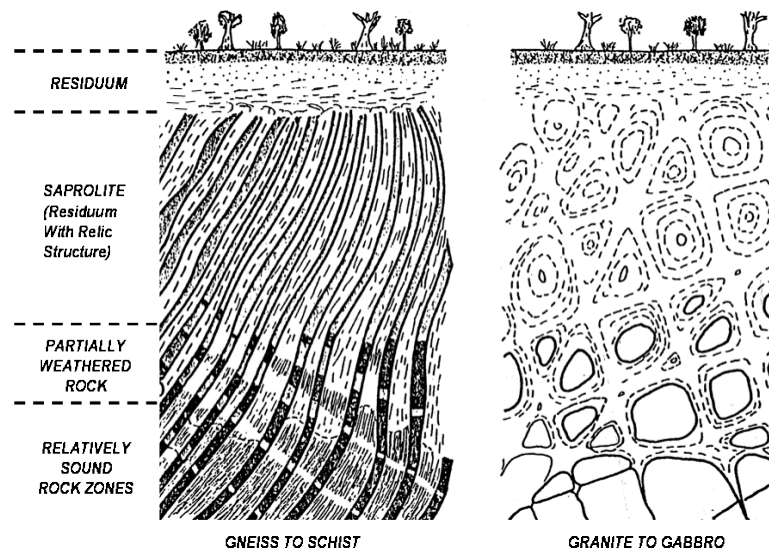


Figure 3-2: Typical Piedmont Weathering Profiles

Water is typically present in the residual soils and within fractures in the PWR or underlying bedrock in the Piedmont. On upland ridges in the Piedmont, water may or may not be present in the residual soils above the PWR and bedrock. Fluctuations in water levels are typical in residual soils and PWR in the Piedmont, depending on variations in precipitation, evaporation and surface water runoff. Seasonal high water levels are expected to occur during or just after the typically wetter months of the year (November through April).

3.2 Subsurface Conditions

Subsurface conditions as indicated by the borings generally consists of topsoil underlain by residual soils. The generalized subsurface conditions at the site are described below. For more detailed soil descriptions and stratifications at a particular boring location, the respective boring log should be reviewed.

Surface Materials: Each boring encountered approximately 2 to 4 inches of topsoil at the ground surface. Clearing was required to access the boring locations as the site was moderately wooded. Therefore, actual topsoil thicknesses may be greater than shown on the boring logs and will vary across the site.

Residual Soils: Residual soils were encountered underlying the topsoil in each boring. The residuum generally consisted of firm to very stiff sandy clay (USCS classification CH), stiff clayey silt (MH), soft to very stiff sandy silt (ML), loose silty sand (SM), and loose clayey sand (SC). SPT N-values ranged from 4 to 25 blow per foot (bpf) in the residual soils. The residual soils were noted as being dry to moist. Some of the residual soils were noted to include trace amounts of mica. Each boring was terminated in residual soils at its target depth.

Water Levels: Groundwater level measurements were attempted in each of the borings at the completion of drilling operations and after a 1-day waiting period in most borings. Water was not encountered in any of the borings at termination or after the waiting period.

3.3 Laboratory Testing Summary

Laboratory classification tests (moisture content, grain-size distribution, and Atterberg limits) were performed on two near-surface soil samples. The results are summarized in Table 3-1 and are also presented in the Appendix.

Table 3-1: Laboratory Index Testing Results

Test Location	Sample Depth (feet)	USCS Classification	Natural Moisture Content (%)	Fines (%)	Liquid Limit	Plastic Limit	Plastic Index
B-2	3.5 – 5.5	CH	22.8	69.8	64	27	37
B-7	3.5 – 5.5	CH	24.9	63.2	60	29	31

4.0 Conclusions and Recommendations

Our conclusions and recommendations are based on the project information outlined previously and on the data obtained from the field and laboratory testing program. If the structural loading, geometry or proposed structure locations are changed or significantly differ from those outlined, or if conditions are encountered during construction that differ from those encountered by the soil test borings, S&ME requests the opportunity to review our recommendations based on the new information and make any necessary changes.

Generally, the substation can be constructed as planned. However, highly plastic silts and clays were encountered in the near surface of each boring, which will require undercutting depending on planned grading. This and other design considerations and their impact to site construction are discussed in detail in the following sections and should be considered by the structural and project civil engineer.

4.1 Earthwork

4.1.1 Site Preparation

The entire construction area should be stripped of vegetation, topsoil, trash, debris, and organic materials to a minimum of 5 feet outside the structural limits. Debris (including topsoil) from stripping operations should be properly disposed of off-site. Alternatively, topsoil may be used in landscaped areas with slopes of 4H:1V (horizontal to vertical) or flatter.

The borings indicate that topsoil thicknesses range from 2 to 4 inches. We note that the site is heavily wooded and path clearing was required to access the boring locations. Therefore, actual topsoil thickness may be greater than shown on the borings logs and will vary across the site. Additionally, our experience indicates stripping depths of up to 12 inches or more may be required, particularly in wooded areas. As such, deeper stripping depths may be required in order to adequately remove large root bulbs. In addition, the depth of topsoil stripping will also be dependent upon prevailing weather conditions at the time of construction. During wet conditions, rubber-tired equipment will mix topsoil with underlying “clean” soils, causing stripping depths to be



greater than topsoil depths indicated on the borings. We recommend that topsoil stripping be performed with light, tracked equipment to reduce disturbance of the underlying soils, or be performed during dry periods.

Any existing underground utilities that will be affected by construction should be properly excavated, removed, abandoned, or re-routed to facilitate the proposed construction. The resulting excavations should be properly backfilled as described later in this report. For any utilities that are not removed, care should be taken to not damage the utility lines during construction.

4.1.2 Expansive Soils

Based on the results of the soil test borings performed and our visual observations of the split-spoon samples recovered, clayey silt (MH) and silty clay (CH) soils were encountered in the near-surface in each of the borings performed. Plastic soils (LL greater than 50 and PI greater than 25) have the potential to shrink and swell with moisture changes, can degrade (i.e., lose strength) when subject to moisture, and can be difficult to work. In general, the higher the PI, the more susceptible the material is to shrink/swell behavior. As noted in Table 3-1, PI's for near-surface soils in Borings B-2 and B-7 ranged from 31 to 37, indicating that these soils are susceptible to shrink/swell behavior.

Due to moisture sensitivity and potential for shrink/swell of the high-plasticity soils, we recommend 3 feet of separation material consisting of clean, low-plasticity soils be provided between stable residual high-plasticity clay soils (CH) and structural subgrades (e.g., pavement, slab, and foundation subgrades). A lesser separation of 2 feet can be used between residual moderate-plasticity silts (MH) that proofroll stable and structural subgrades as these moderate-plasticity silts have less potential for shrink/swell behavior. In areas where final grades are near existing grades (the approximate cut/fill boundary), or where cuts do not extend past the depth of these materials, undercutting should be anticipated to provide adequate separation. Undercutting is expected to be required in the areas of Borings B-1 through B-7.

It should be noted that expansive soils are fairly low-strength, sensitive to moisture, and can degrade quickly when subjected to changes in moisture. Additional preparation of these materials (undercutting, moisture-conditioning, etc.) should be anticipated particularly if construction occurs during the wetter, cooler months of the year (November through April), which we understand is planned. Moderate-plasticity silts (MH) can be re-used provided they are well-mixed with low plasticity soils or placed deeper than 3 feet from structural subgrades. High-plasticity clays (CH) are not generally considered suitable for re-use as structural fill and should only be re-used in landscaped areas or placed deeper than 5 feet from structural subgrades.

4.1.3 Excavations

Based on the results of the soil test borings, we anticipate that the majority of general excavations, in addition to excavations for footings and utilities at the site, will be in newly placed fill and/or residual soils. These soils can typically be excavated using backhoes, trackhoes, front-end loaders, bull dozers and other types of typical earthmoving equipment.

Temporary excavations required during construction should be shored and braced or the slopes flattened (laying back) to obtain a safe working environment. Excavations should be sloped or shored in accordance with local, state and federal regulations, including OSHA (29 CFR Part 1926) excavation trench safety standards. The



contractor is solely responsible for site safety; this information is provided only as a service and under no circumstances should we be assumed responsible for construction site safety.

4.1.4 Groundwater/Dewatering

Groundwater was not encountered in the borings. As such, temporary or permanent dewatering is not anticipated to be required at the site but deeper drilled shaft foundations may encounter groundwater. Recommendations are provided in more detail in Section 4.4.2. Groundwater levels tend to fluctuate with seasonal and climatic variations, as well as with some types of construction operations. Therefore, groundwater may be encountered during construction at depths not indicated by the borings.

4.1.5 Proofrolling/Subgrade Evaluation

Upon completion of the stripping activities and undercutting of high plasticity soils (CH and MH), we recommend that areas to provide support for the foundations, slabs, structural fill, and any pavement areas be proofrolled with a loaded dump truck or similar pneumatic tired vehicle (minimum loaded weight of 20 tons) under the observation of a staff professional or a senior soil technician. After excavation of the site has been completed, the exposed subgrade in cut areas should also be proofrolled. The proofrolling procedures should consist of four complete passes of the exposed areas, with two of the passes being in a direction perpendicular to the preceding ones. Any areas which deflect, rut or pump excessively during proofrolling or fail to "tighten up" after successive passes should be undercut to suitable soils and replaced with compacted fill.

After the subgrade/proofroll evaluation has been completed and approved, final site grading should proceed immediately. If construction progresses during wet weather, the proofrolling operation shall be repeated with at least one pass in each direction immediately prior to placing aggregate base course in the parking areas or pouring of foundations. If unstable conditions are exposed during this operation, additional undercutting or scarifying may be required.

4.1.6 Subgrade Repair after Exposure

The near-surface silty and clayey soils in the project area are sensitive to moisture and can degrade quickly if exposed to water. Because of this, the exposed subgrade soil may deteriorate when exposed to construction activity and environmental changes such as freezing, erosion, softening from ponded rainwater, and rutting from construction traffic.

We recommend that exposed subgrade surfaces in the structure and pavement areas that have deteriorated be properly repaired by scarifying and recompacting immediately prior to additional construction. It should be noted that the level of difficulty and cost of developing a stable subgrade will depend upon the weather conditions before and during construction as well as the time available to stabilize the subgrade. If subgrade preparation operations must be performed during wet weather conditions, undercutting the deteriorated soil and replacing it with compacted crushed stone, rather than soil fill, may be preferable.

We recommend that the grading subcontractor smooth-roll exposed subgrades at the end of each workday, limit construction traffic to defined areas, and protect exposed subgrade soils during construction. This is essential for construction during the typically wetter, cooler months of November through April. If subgrades are rough-

graded and not immediately covered by ground slab bearing or pavement base course materials, the grading subcontractor should cover the exposed subgrades with a sacrificial layer of crushed stone, leave the subgrades approximately 6 to 8 inches high, or be prepared to repair/stabilize the subgrades at a later date.

4.1.7 Fill Material and Placement

All fill used for site grading operations should consist of a clean (free of organics and debris), low plasticity soil (Liquid Limit less than 50, Plasticity Index less than 25). The proposed fill should have a maximum dry density of at least 90 pounds per cubic foot as determined by a standard Proctor compaction test, ASTM D698. Structural fill soils should generally classify as CL, ML, SC, SM, SW, or GW in accordance with the USCS. Additionally, the maximum grain size should not exceed 3 inches.

Structural fill should be placed in 8- to 10-inch thick loose lifts at moisture contents within three percent of the optimum moisture content of the material as determined by ASTM D698 (standard Proctor). Each lift of fill should be uniformly compacted to a dry density of at least 95 percent of the maximum dry density of the material determined according to ASTM D698 (Standard Proctor).

The geotechnical engineer's representative should perform in-place field density tests to evaluate the compaction of the structural fill and backfill placed at the site. We recommend a testing frequency of one test per lift per 2,500 square feet of fill area within the structural areas. Also, at least one field density test should be performed for each lift of backfill per every 100 linear feet of utility trench in structural areas.

Based on the results of the borings performed and our experience with similar type materials, the on-site low plasticity residual soils can be used as structural fill; however, these soils are not prevalent at the surface as they were only encountered in Borings B-1 and B-9. In other areas, these soil types were deeper and it may be cost prohibitive to excavate and reuse these soils in this manner. Plastic clays (CH) and clayey silts (MH) with high shrink/swell potential should not be used as structural fill and should be either removed from the site or reused in accordance with the recommendations outlined in Section 4.1.2.

4.1.8 Cut and Fill Slopes

We recommend that construction of any cut and fill slopes should be no steeper than 3H:1V (horizontal to vertical). The tops and bases of all slopes should be located a minimum of 10 feet from structural limits and a minimum of 5 feet from pavement limits. To prevent shallow surface failures on the exposed slope faces we also recommend that the soils exposed on all slope faces be compacted with track-mounted equipment prior to final seeding and mulching. Surface water runoff should be directed away from the slopes.

4.2 Geotechnical Seismic Design

The proposed structures should be designed to resist possible earthquake effects as determined in accordance with Section 1613 of the North Carolina Building Code (NCBC) 2018 Edition (2015 International Building Code with North Carolina Amendments, with reference to ASCE 7). Based on the results of the soil test borings performed at the site, we estimate the weighted average N-values in the soils underlying the building area to be greater 15 but less than 50 blows per foot in the top 100 feet below the existing ground surface indicating a **Seismic Site Class D** should be used for design.



4.3 Shallow Foundations (Transformer/Equipment Pads)

Conventional spread footings or equipment pads bearing on low plasticity residual soils and newly placed fill may be used for support of the structures not planned to be supported with shallow drilled shafts. We recommend an **allowable bearing pressure of 3,000 psf** be used for foundation design, provided that the previous recommendations related to earthwork are followed. As previously noted, **due to the presence of high plasticity near-surface soils in the borings, some undercutting and replacement of these soils may be required during construction to adequately support the concrete foundations and minimize shrink/swell potential of the foundations over time.** Shallow foundations should be designed to bear at least 12 inches below finished grades for frost protection and protective embedment. Individual footings should be at least 24 inches square and strip footings should be at least 18 inches wide to prevent a punching shear failure of the foundation bearing soils.

Based on the general stratigraphy in the structural area, our experience with similar projects, and the anticipated magnitude of the structural loads, the total and differential settlement potentials for these lightly loaded structures should be less than 1 inch and ½ inch, respectively. This settlement should be complete within 1 month of structure foundation completion. This conclusion is contingent upon compliance with the site preparation, partial undercut of unsuitable soils, and subsequent fill placement recommendations outlined in this report.

Equipment slabs can also be supported on low plasticity residual soils and newly placed fill. Slabs supporting point loads may be designed using a **Standard Modulus of Subgrade Reaction of 100 pounds per cubic inch.** The Standard Modulus of Subgrade Reaction represents the value correlated for a 30-inch diameter Plate Bearing Test.

All footing excavations should be observed by the geotechnical engineer's representative to verify that suitable soils are present at and below the proposed bearing elevation. If the probe rod evaluation performed after the initial undercut encounters very soft to soft zones, additional undercutting may be required per the recommendations of the geotechnical engineer.

Also, immediately prior to constructing the equipment slabs, we recommend that the areas be evaluated to detect any softened, loosened or disturbed areas that may have been exposed to wet weather or construction traffic. Areas that are found to be disturbed or unsuitable should be undercut and replaced with adequately compacted structural fill. This evaluation should be performed by a staff professional or a senior soil technician under his/her direction.

Prepared bearing surfaces for foundations should not be disturbed or left exposed during inclement weather. Saturation of the foundation subgrade can cause a loss of strength and increased compressibility. If foundation excavations must remain open overnight or if rainfall becomes imminent while the bearing soils are exposed, we recommend that a 2 to 4-inch thick "mud-mat" of lean (2,000 psi) concrete be placed on the bearing soils before placement of reinforcing steel to help protect the bearing soils from further disturbance. Also, concrete should not be placed on frozen subgrades.

4.4 Drilled Shafts

4.4.1 Design Recommendations

We understand that shallow drilled shafts may be used for support of the substation equipment. In addition to resisting compression and uplift loads associated with the equipment, the drilled shafts can be used to limit lateral deflections associated with loads/moments on the foundations. Based on our experience, we anticipate lateral loads may control design of the shafts. Visual-manual classification of the samples obtained as well as results of the laboratory testing and soil test borings performed were used to estimate design parameters for drilled shafts. These design parameters are detailed in Tables 4-1 and 4-2.

Table 4-1: Design Parameters for Drilled Shaft Vertical Capacity

Depth (feet)	Typical Soil Classification	Ultimate Skin Friction ^{1&2}		Ultimate Gross End Bearing ³ (ksf)
		Download (ksf)	Upload (ksf)	
0 - 5	CH, MH	-	-	-
5 - 20	ML	0.6	0.4	10

Notes for Table 4-1:

1. The top 5 feet of any drilled shaft excavation is assumed not to contribute to the development of skin friction for the purposes of shaft capacity, because the necessary relative displacements between that shaft and the soil do not tend to occur in this region.
2. No factor of safety has been applied to the skin friction values. We recommend a factor of safety of 2.0 be applied to ultimate values in computation of download and uplift capacity.
3. Ultimate end bearing capacity has no safety factor applied. We recommend a safety factor of 2.0 be applied to ultimate values in computation of capacity.

The following soil parameters are provided for designing to resist lateral movement and tilting and for analyzing lateral deflection and lateral stability. Lateral deflection at the top of the drilled shaft should be checked using a computer program such as LPILE, version 2022. Maximum deflection should not exceed that recommended by the manufacturer of the structure. No lateral resistance should be assumed for the upper 3 feet of each shaft.

Table 4-2: Design Parameters for Drilled Shaft Lateral Capacity

Depth (feet)	LPILE Soil Model	Moist Unit Weight (pcf)	Cohesion, C (psf)	Friction Angle ϕ (degrees)	Modulus of Horizontal Subgrade Reaction ^{1&2} (pci)	Strain Factor ϵ_{50}^3
0-5	Stiff Clay without Free Water	120	500	-	-	0.007
5-20	Silt/Cemented Soil	130	100	28	100	-

Notes for Table 4-2:

1. Modulus of Horizontal Subgrade Reaction refers to the modulus (k) used in LPILE 2022 computer code.
2. Modulus of Horizontal Subgrade Reaction assumes "static" loading as described by the LPILE user manual.
3. ϵ_{50} corresponds to axial strain at 50% of the maximum principal stress difference, used in LPILE.

4.4.2 Construction Recommendations

Our experience indicates a conventional drilled shaft rig (Hughes Tool LLDH or equivalent) can usually excavate to the termination depths of the borings. Depending on the depths of the drilled shafts, some drilled shafts may encounter lenses of hard material. To penetrate these materials, a drill bit using tungsten hardened carbide teeth (rock auger) could be needed. Also, a large diameter shaft (generally greater than 60 inches) may require special excavation equipment. The following are general procedures recommended in constructing the drilled shaft using the "dry" method.

1. Drilling equipment should have cutting teeth to result in a hole with little or no soil smeared or caked on the sides; a spiral like corrugated side should be produced. The shaft diameter should be at least equal to the design diameter for the full depth.
2. The drilled shaft should be drilled to satisfy a plumbness tolerance of 1.5 to 2 percent of the length and an eccentricity tolerance of 2 to 3 inches from plan location.
3. Subsurface water was not encountered in any borings. However, if groundwater is encountered, water should be removed by pumping leaving no more than 2 to 3 inches in the bottom of the shaft excavation during inspection and prior to shaft concreting.
4. A removable steel casing should be installed in the shafts to prevent caving of the excavation sides due to soil relaxation. Temporary casing should extend from the ground surface to the bottom of the shaft. The protective steel casing should be extracted as concrete is placed. A positive head of concrete (5 feet minimum) should be maintained above the bottom of the casing to prevent soil and water intrusion into the concrete below the casing.
5. The drilled shaft excavation should be evaluated by a Geotechnical Engineer to confirm suitable end bearing conditions and to verify the proper diameter and bottom cleanliness. The shaft should be evaluated immediately prior to and during concreting operations. Loose soils in the bottom of the shaft should be removed.
6. The drilled shaft should be concreted as soon as practical after excavation to reduce the deterioration of the supporting soils due to soil caving.
7. The slump of the concrete is very important for the development of side shear resistance. We recommend a concrete mix having a slump of 6 to 8 inches be used with the minimum compressive strength specified by the foundation design engineer. A mix design incorporating super plasticizer may be needed to obtain this slump.
8. The concrete may be allowed to fall freely through the open area in the reinforcing steel cage, provided that it is not allowed to strike the rebar or the casing prior to reaching the bottom of the shaft excavation. A tremie pipe should be used to place the concrete in wet shaft conditions or if free-falling techniques cannot be properly performed.

Due to the inherent variability in the subsurface materials, a Geotechnical Engineer should compare the design parameters to the materials and conditions encountered during construction. Some modification to the design values previously presented could be required in the field.



5.0 Limitations of Report

This report has been prepared in accordance with generally accepted geotechnical engineering practice for specific application to this project. The conclusions and recommendations contained in this report are based upon applicable standards of our practice in this geographic area at the time this report was prepared. No other representation or warranty either express or implied, is made.

We relied on project information given to us to develop our conclusions and recommendations. If project information described in this report is not accurate, or if it changes during project development, we should be notified of the changes so that we can modify our recommendations based on this additional information if necessary.

Our conclusions and recommendations are based on limited data from a field exploration program. Subsurface conditions can vary widely between explored areas. Some variations may not become evident until construction. If conditions are encountered which appear different than those described in our report, we should be notified. This report should not be construed to represent subsurface conditions for the entire site.

Unless specifically noted otherwise, our field exploration program did not include an assessment of regulatory compliance, environmental conditions or pollutants or presence of any biological materials (mold, fungi, bacteria). If there is a concern about these items, other studies should be performed. S&ME can provide a proposal and perform these services if requested.

S&ME should be retained to review the final plans and specifications to confirm that earthwork, foundation, and other recommendations are properly interpreted and implemented. The recommendations in this report are contingent on S&ME's review of final plans and specifications followed by our observation and monitoring of earthwork and foundation construction activities.

Appendix

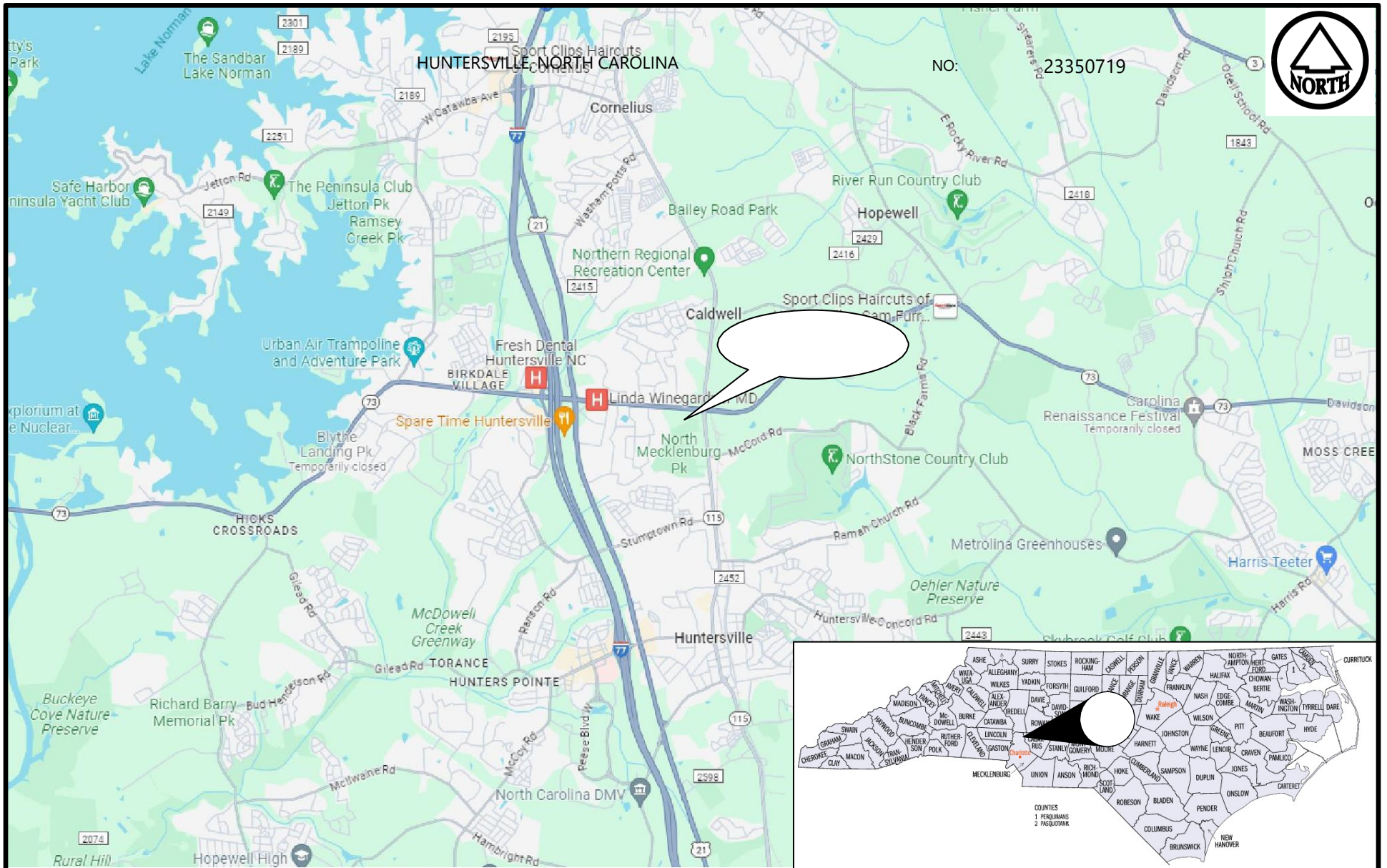
**Approximate
Site Location**

SITE

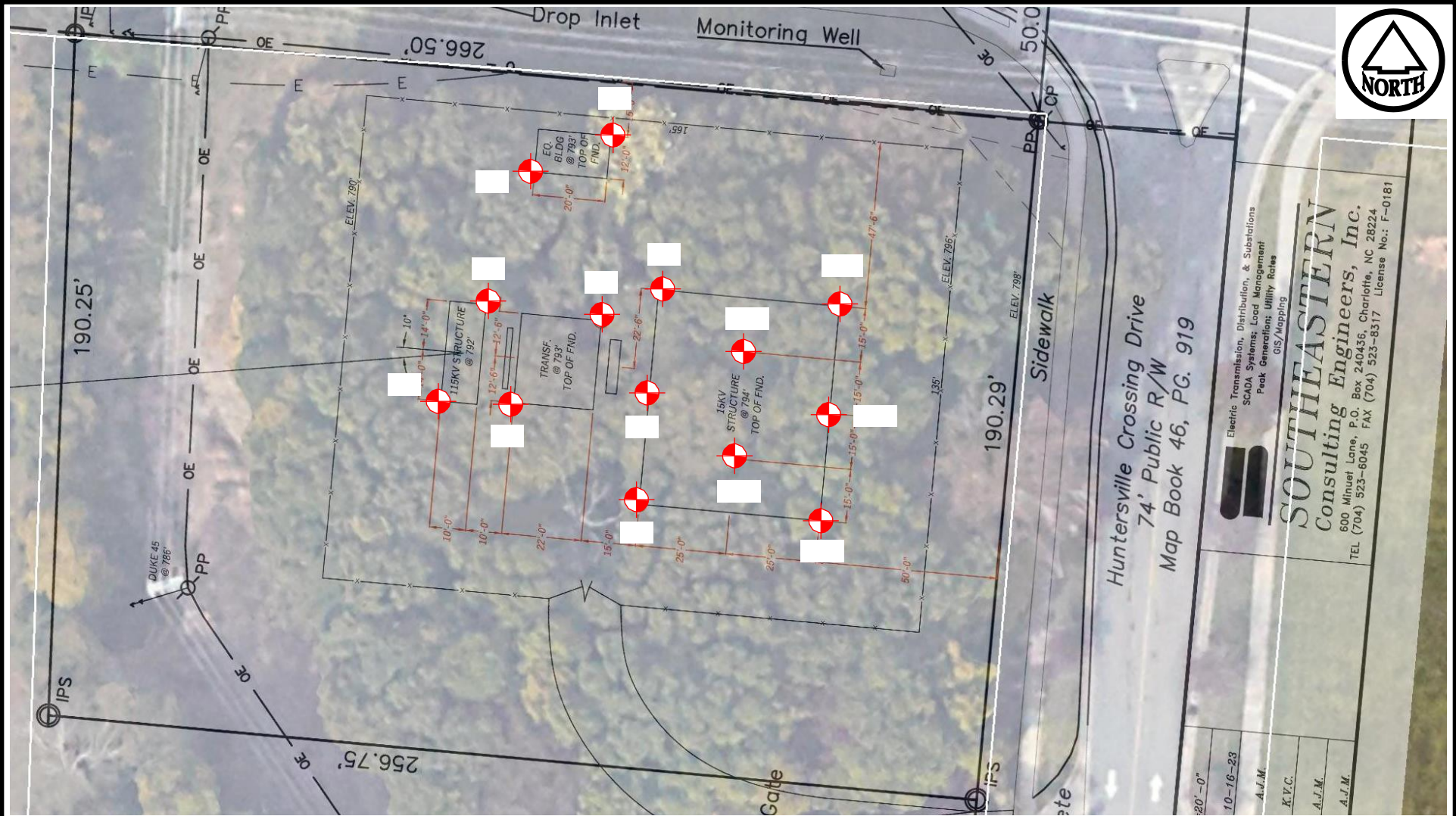
**SITE VICINITY PLAN
HUNTERSVILLE DELIVERY NO. 4 SUBSTATION**

SAM FURR ROAD (HIGHWAY 73) AND HUNTERSVILLE CROSSING DRIVE

SCALE:		DRAWN BY:	FIGURE NO.
DATE:	NTS	CHECKED BY: CAP	
DECEMBER 2023 PROJECT			LC





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Huntersville Crossing Drive
74' Public R/W
Map Book 46, PG. 919



LEGEND TO SOIL CLASSIFICATION AND SYMBOLS

SOIL TYPES

(Shown in Graphic Log)

m

Fill



Asphalt

5J

Concrete

Topsoil

Partially Weathered Rock

Cored Rock

GW

WELL-GRADED GRAVELS,
GRAVEL - SAND MIXTURES,
LITTLE OR NO FINES

GP

POORLY-GRADED GRAVELS,
GRAVEL - SAND MIXTURES,
LITTLE OR NO FINES

GM

SILTY GRAVELS, GRAVEL -
SAND - SILT MIXTURES

GC

CLAYEY GRAVELS, GRAVEL -
SAND - CLAY MIXTURES



WELL-GRADED SANDS, GRAVELLY



SW

SANDS, LITTLE OR NO FINES



SP

POORLY-GRADED SANDS,
GRAVELLY SANDS, LITTLE OR NO
FINES



SM

SILTY SANDS, SAND - SILT
MIXTURES

SC

CLAYEY SANDS, SAND - CLAY
MIXTURES



ML

SANDS, ROCK FLOUR, SILTY OR
CLAYEY FINE SANDS OR CLAYEY
SILTS WITH SLIGHT PLASTICITY

CL

INORGANIC CLAYS OF LOW TO
MEDIUM PLASTICITY, GRAVELLY
CLAYS, SANDY CLAYS, SILTY
CLAYS, LEAN CLAYS

OL

ORGANIC SILTS AND ORGANIC
CLAYS OF LOW PLASTICITY



MH

INORGANIC SILTS, MICACEOUS
OR DIATOMACEOUS FINE SAND
OR SILTY SOILS, ELASTIC SILTS

CH

INORGANIC CLAYS OF HIGH
PLASTICITY, FAT CLAYS

m

OH

ORGANIC SILTS AND ORGANIC
CLAYS OF MEDIUM TO HIGH
PLASTICITY

WATER LEVELS

(Shown in Water Level Column)

::Z_ = Water Level At Termination of Boring

= Water Level Taken After 24 Hours

... = Loss of Drilling Water

HC = Hole Cave

CONSISTENCY OF COHESIVE SOILS

CONSISTENCY

Very Soft

Soft

Firm

Stiff

Very Stiff

Hard

Very Hard

STD. PENETRATION RESISTANCE BLOWS/FOOT

0 to 2

3 to 4

5 to 8

9 to 15

16 to 30

31 to 50

Over 50

RELATIVE DENSITY OF COHESIONLESS SOILS

RELATIVE DENSITY

Very Loose

Loose

Medium Dense

Dense

Very Dense

STD. PENETRATION RESISTANCE BLOWS/FOOT

0 to 4

5 to 10

11 to 30

31 to 50

Over 50

SAMPLER TYPES

(Shown in Samples Column)

h Shelby Tube



Split Spoon



Rock Core



No Recovery

TERMS

Standard Penetration Resistance - The Number of Blows of 140 lb. Hammer Falling 30 in. Required to Drive 1.4 in. I.D. Split Spoon Sampler 1 Foot. As Specified in ASTM D 1586.

REC - Total Length of Rock Recovered in the Core Barrel Divided by the Total Length of the Core Run Times 100%.

RQD - Total Length of Sound Rock Segments Recovered that are Longer Than or Equal to 4" (mechanical breaks excluded) Divided by the Total Length of the Core Run Times 100%.

EI

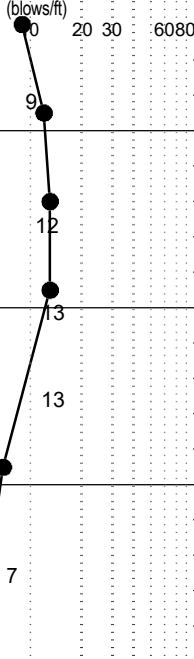


Huntersville Delivery No. 4 Substation Huntersville, North Carolina S&ME Project No. 23350719				BORING LOG B-3					
DATE DRILLED: 11/22/23		ELEVATION: 794.0 ft		NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.					
DRILL RIG: CME 45-B		BORING DEPTH: 20.0 ft							
DRILLER: D. Weber		WATER LEVEL: Not Encountered							
HAMMER TYPE: Automatic		LOGGED BY: C. Payne							
SAMPLING METHOD: Split Spoon DRILLING METHOD: 2 1/4" H.S.A.				NORTHING: 620403 EASTING: 1449780					
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.)	BLOW COUNT / CORE DATA	REMARKS	N VALUE
							1st 6in / RUN # 2nd 6in / REC 3rd 6in / RQD		
		Topsoil (3 inches)						STANDARD PENETRATION TEST DATA (blows/ft)	
		RESIDUUM: SANDY FAT CLAY (CH) - stiff to very hard, yellow brown, trace mica, dry			SS-1		7 7	10 20 30 6080	14
5		SANDY SILT (ML) - stiff to very stiff, yellow brown white, trace mica, trace manganese, moist	HC	789.0	SS-2		6 8 9	17	17
					SS-3		10 10 10	20	20
10		SANDY SILT (ML) - soft, brown white, trace mica, trace manganese, moist		784.0	SS-4		3 5 6	11	11
					SS-5		2 2 2	4	4
15				779.0					
					SS-6		2 2 2	4	4
20		Boring terminated at 20 feet		774.0					

NOTES:

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2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.



PROJECT: Huntersville Delivery No. 4 Substation Huntersville, North Carolina S&ME Project No. 23350719				BORING LOG B-4					
DATE DRILLED: 11/22/23		ELEVATION: 796.0 ft		NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.					
DRILL RIG: CME 45-B		BORING DEPTH: 20.0 ft							
DRILLER: D. Weber		WATER LEVEL: Not Encountered							
HAMMER TYPE: Automatic		LOGGED BY: C. Payne							
SAMPLING METHOD: Split Spoon DRILLING METHOD: 2¼" H.S.A.						NORTHING: 620425 EASTING: 1449803			
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.) SAMPLE TYPE	BLOW COUNT / CORE DATA 1st 6in / RUN # 2nd 6in / REC 3rd 6in / RQD	REMARKS	N VALUE
		Topsoil (2 inches) RESIDUUM: SANDY FAT CLAY (CH) - stiff, yellow brown white, trace mica, dry						STANDARD PENETRATION TEST DATA 	
					SS-1		4 5		9
5			HC	791.0	SS-2		4 6 6		12
		SANDY SILT (ML) - firm to stiff, yellow brown white, trace mica, trace manganese, moist			SS-3		5 6 7		13
10				786.0	SS-4		5 5 8		13
		SANDY SILT (ML) - firm, brown white, trace mica, trace manganese, moist			SS-5		2 3 4		7
15				781.0					
20		Boring terminated at 20 feet		776.0	SS-6		2 2 3	5	5

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Huntersville Delivery No. 4 Substation Huntersville, North Carolina S&ME Project No. 23350719				BORING LOG B- 5					
DATE DRILLED: 11/27/23		ELEVATION: 795.0 ft		NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.					
DRILL RIG: CME 45-B		BORING DEPTH: 20.0 ft							
DRILLER: D. Weber		WATER LEVEL: Not Encountered							
HAMMER TYPE: Automatic		LOGGED BY: C. Payne							
SAMPLING METHOD: Split Spoon DRILLING METHOD: 2 1/4" H.S.A.				NORTHING: 620465 EASTING: 1449786					
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.)	BLOW COUNT / CORE DATA	REMARKS	N VALUE
							1st 6in / RUN # 2nd 6in / REC 3rd 6in / RQD		
		(Topsoil 2 inches)						STANDARD PENETRATION TEST DATA (blows/ft)	
		RESIDUUM: ELASTIC SILT (MH) - stiff, red brown, dry			SS-1		5 6	11	11
		SANDY FAT CLAY (CH) - stiff to very stiff, yellow brown, dry			SS-2		5 10 13	23	23
5			HC	790.0	SS-3		5 7 8	15	15
		SANDY SILT (ML) - firm to stiff, yellow brown white, trace mica, trace manganese, moist			SS-4		6 7 6	13	13
10				785.0					
					SS-5		2 3 3	6	6
15				780.0					
		SILTY SAND (SM) - loose, gray white, little mica, trace manganese, fine, moist			SS-6		2 3 4	7	7
20		Boring terminated at 20 feet		775.0					

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Huntersville Delivery No. 4 Substation Huntersville, North Carolina S&ME Project No. 23350719				BORING LOG B-6					
DATE DRILLED: 11/28/23		ELEVATION: 797.0 ft		NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.					
DRILL RIG: CME 45-B		BORING DEPTH: 20.0 ft							
DRILLER: D. Weber		WATER LEVEL: Not Encountered							
HAMMER TYPE: Automatic		LOGGED BY: C. Payne							
SAMPLING METHOD: Split Spoon DRILLING METHOD: 2 1/4" H.S.A.				NORTHING: 620473 EASTING: 1449807					
DEPTH (feet) GRAPHIC LOG	MATERIAL DESCRIPTION		WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.) SAMPLE TYPE	BLOW COUNT / CORE DATA 1st 6in / RUN # 2nd 6in / REC 3rd 6in / RQD	REMARKS STANDARD PENETRATION TEST DATA (blows/ft)	N VALUE
0	Topsoil (2 inches)							10 20 30 6080	
5	RESIDUUM: SANDY FAT CLAY (CH) - very stiff, red brown yellow, trace mica, trace gravel, dry		HC	792.0	SS-1	11	10	21	21
10	SANDY SILT (ML) - stiff to very stiff, yellow brown white, trace mica, trace manganese, moist				SS-2	6	11	22	22
15	SANDY SILT (ML) - firm, brown white, little mica, trace manganese, moist				SS-3	8	9	20	20
20	Boring terminated at 20 feet				SS-4	5	7	15	15
25					SS-5	18	10	17	17
30					SS-6	2	2	6	6
35									

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Huntersville Delivery No. 4 Substation Huntersville, North Carolina S&ME Project No. 23350719				BORING LOG B-7						
DATE DRILLED: 11/22/23		ELEVATION: 796.0 ft		NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.						
DRILL RIG: CME 45-B		BORING DEPTH: 20.0 ft								
DRILLER: D. Weber		WATER LEVEL: Not Encountered								
HAMMER TYPE: Automatic		LOGGED BY: C. Payne								
SAMPLING METHOD: Split Spoon DRILLING METHOD: 2 1/4" H.S.A.				NORTHING: 620376 EASTING: 1449813						
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.)	SAMPLE TYPE	BLOW COUNT / CORE DATA	REMARKS	N VALUE
								1st 6in / RUN # 2nd 6in / REC 3rd 6in / RQD		
		Topsoil (2 inches)							STANDARD PENETRATION TEST DATA (blows/ft)	
		RESIDUUM: SANDY FAT CLAY (CH) - stiff to very stiff, yellow brown white, trace mica, trace manganese, moist			SS-1			5 7	10 20 30 6080	12
5			HC	791.0	SS-2			5 8 8	16	16
		SANDY SILT (ML) - stiff to very stiff, yellow brown white, trace mica, trace manganese, moist, trace rootlets			SS-3			9 11 14	25	25
10				786.0	SS-4			5 7 8	15	15
		SANDY SILT (ML) - firm, brown white, trace mica, trace manganese, moist			SS-5			3 3 4	7	7
15				781.0						
20		Boring terminated at 20 feet		776.0	SS-6			2 3 4	7	7

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NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.

~~BORING DEPTH: 20.0 ft~~

~~WATER LEVEL: Not Encountered~~

~~LOGGED BY: C. Payne~~

NORTHING. 620404 EASTING. 1449817

Boring terminated at 20 feet

Page 1 of 1

NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.

~~BORING DEPTH: 20.0 ft~~

~~WATER LEVEL: Not Encountered~~

~~LOGGED BY: C. Payne~~

~~NORTHING. 620433~~ ~~EASTING. 1449819~~

Boring terminated at 20 feet

Page 1 of 1

Huntersville Delivery No. 4 Substation Huntersville, North Carolina S&ME Project No. 23350719				BORING LOG B-10					
DATE DRILLED: 11/20/23		ELEVATION: 798.0 ft		NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.					
DRILL RIG: CME 45-B		BORING DEPTH: 20.0 ft							
DRILLER: D. Weber		WATER LEVEL: Not Encountered							
HAMMER TYPE: Automatic		LOGGED BY: C. Payne							
SAMPLING METHOD: Split Spoon DRILLING METHOD: 2 1/4" H.S.A.				NORTHING: 620369 EASTING: 1449862					
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.) SAMPLE TYPE	BLOW COUNT / CORE DATA 1st 6in / RUN # 2nd 6in / REC 3rd 6in / RQD	REMARKS STANDARD PENETRATION TEST DATA (blows/ft) 20 30 6080	N VALUE
0		Topsoil (4 inches)							
4		RESIDUUM: SANDY FAT CLAY (CH) - stiff to very stiff, yellow brown, dry			SS-1		4 6	10	
5				793.0	SS-2		8 10 13	23	
10		SANDY SILT (ML) - very stiff, yellow brown gray, trace mica, trace manganese, dry		788.0	SS-3		8 10 10	20	
					SS-4		6 9 9	18	
15				783.0	SS-5		7 9 9	18	
20		SANDY SILT (ML) - firm, gray white, little mica, trace manganese, moist		778.0	SS-6		2 3 3	6	
		Boring terminated at 20 feet							

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Huntersville Delivery No. 4 Substation Huntersville, North Carolina S&ME Project No. 23350719				BORING LOG B-11					
DATE DRILLED: 11/20/23		ELEVATION: 798.0 ft		NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.					
DRILL RIG: CME 45-B		BORING DEPTH: 20.0 ft							
DRILLER: D. Weber		WATER LEVEL: Not Encountered							
HAMMER TYPE: Automatic		LOGGED BY: C. Payne							
SAMPLING METHOD: Split Spoon DRILLING METHOD: 2 1/4" H.S.A.				NORTHING: 620400 EASTING: 1449864					
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.) SAMPLE TYPE	BLOW COUNT / CORE DATA 1st 6in / RUN # 2nd 6in / REC 3rd 6in / RQD	REMARKS STANDARD PENETRATION TEST DATA (blows/ft) 20 30 6080	N VALUE
0		Topsoil (3 inches)							
3		RESIDUUM: SANDY FAT CLAY (CH) - stiff, yellow brown, dry			SS-1		5 5	10	10
5		SANDY SILT (ML) - very stiff, yellow brown white, trace mica, trace manganese, dry		793.0	SS-2		4 9 12	21	21
7					SS-3		7 10 11	21	21
10				788.0	SS-4		6 9 11	20	20
15		SANDY SILT (ML) - firm to stiff, brown white, trace mica, trace manganese, moist		783.0	SS-5		5 6 5	11	11
20		Boring terminated at 20 feet		778.0	SS-6		3 3 4	7	7

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DATE DRILLED: 11/20/23	ELEVATION: 798.0 ft	NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.
DRILL RIG: CME 45-B	BORING DEPTH: 20.0 ft	
DRILLER: D. Weber	WATER LEVEL: Not Encountered	
HAMMER TYPE: Automatic	LOGGED BY: C. Payne	

SAMPLING METHOD: Split Spoon				NORTHING: 620429				EASTING: 1449868				
DRILLING METHOD: 2¼" H.S.A.												
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.)	SAMPLE TYPE	BLOW COUNT / CORE DATA			REMARKS	N VALUE
								1st 6in / RUN #	2nd 6in / REC	3rd 6in / RQD		
											STANDARD PENETRATION TEST DATA: (blows/ft)	
		Topsoil (4 inches)									10 20 30 6080	
		RESIDUUM: SANDY FAT CLAY (CH) - firm, yellow brown, dry			SS-1			4	3		7	7
		SANDY SILT (ML) - very stiff, yellow brown										
5		white, trace mica, trace manganese, dry		793.0	SS-2			5	8	9	17	17
			HC		SS-3			5	7	9	16	16
10				788.0	SS-4			4	7	9	16	16
		SANDY SILT (ML) - firm to stiff, brown white, trace mica, trace manganese, moist			SS-5			4	4	5	9	9
15				783.0								
20		Boring terminated at 20 feet		778.0	SS-6	2		3	3		6	6

PROJECT:

Huntersville Delivery No. 4 Substation
Huntersville, North Carolina
S&ME Project No. 23350719

BORING LOG

B-13

DATE DRILLED: 11/22/23

ELEVATION: 797.0 ft

DRILL RIG: CME 45-B

BORING DEPTH: 20.0 ft

DRILLER: D. Weber

WATER LEVEL: Not Encountered

HAMMER TYPE: Automatic

LOGGED BY: C. Payne

NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.

SAMPLING METHOD: Split Spoon

DRILLING METHOD: 2 1/4" H.S.A.

NORTHING: 620387

EASTING: 1449838

DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.)	SAMPLE TYPE	BLOW COUNT / CORE DATA	REMARKS	N VALUE	
								1st 6in / RUN #	2nd 6in / REC	3rd 6in / RQD	
0		Topsoil (2 inches)									
0.5		RESIDUUM: SANDY FAT CLAY (CH) - stiff, yellow brown, dry			SS-1			4	8		12
1.5		SANDY SILT (ML) - very stiff, yellow brown, trace mica, trace manganese, dry	HC	792.0	SS-2			4	9	11	20
2.5					SS-3			5	6	11	17
3.5					SS-4			5	7	10	17
4.5					SS-5			3	4	5	9
5.5		SANDY SILT (ML) - stiff, brown white, trace mica, trace manganese, moist		782.0							
6.5					SS-6			3	3	5	8
20		Boring terminated at 20 feet		777.0							

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S&ME BORING LOG LOGS.GPJ S&ME.GDT 12/13/23

DATE DRILLED: 11/20/23	ELEVATION: 797.0 ft	NOTES: Elevation obtained from the Mecklenburg County Polaris Website and should be considered approximate. Northing and Easting should also be considered approximate.
DRILL RIG: CME 45-B	BORING DEPTH: 20.0 ft	
DRILLER: D. Weber	WATER LEVEL: Not Encountered	
HAMMER TYPE: Automatic	LOGGED BY: C. Payne	

SAMPLING METHOD: Split Spoon				NORTHING: 620416				EASTING: 1449841				
DRILLING METHOD: 2 1/4" H.S.A.												
DEPTH (feet)	GRAPHIC LOG	MATERIAL DESCRIPTION	WATER LEVEL	ELEVATION (feet-MSL)	SAMPLE NO.	SPT REC. (in.)	SAMPLE TYPE	BLOW COUNT / CORE DATA			REMARKS	N VALUE
								1st 6in / RUN #	2nd 6in / REC	3rd 6in / RQD		
		Topsoil (4 inches)									STANDARD PENETRATION TEST DATA: (blows/ft)	
		RESIDUUM: SANDY FAT CLAY (CH) - stiff, yellow brown red, dry			SS-1			4	5		9	9
		SANDY SILT (ML) - stiff to very stiff, brown										
5		white, trace mica, trace manganese, dry		792.0	SS-2			4	8	8	16	16
			HC		SS-3			5	7	8	15	15
10				787.0	SS-4			5	8	8	16	16
		SANDY SILT (ML) - firm to stiff, brown white, trace mica, trace manganese, moist			SS-5			4	6	7	13	13
15				782.0								
20		Boring terminated at 20 feet		777.0	SS-6	2		2	3		5	5

SIEVE ANALYSIS OF SOILS



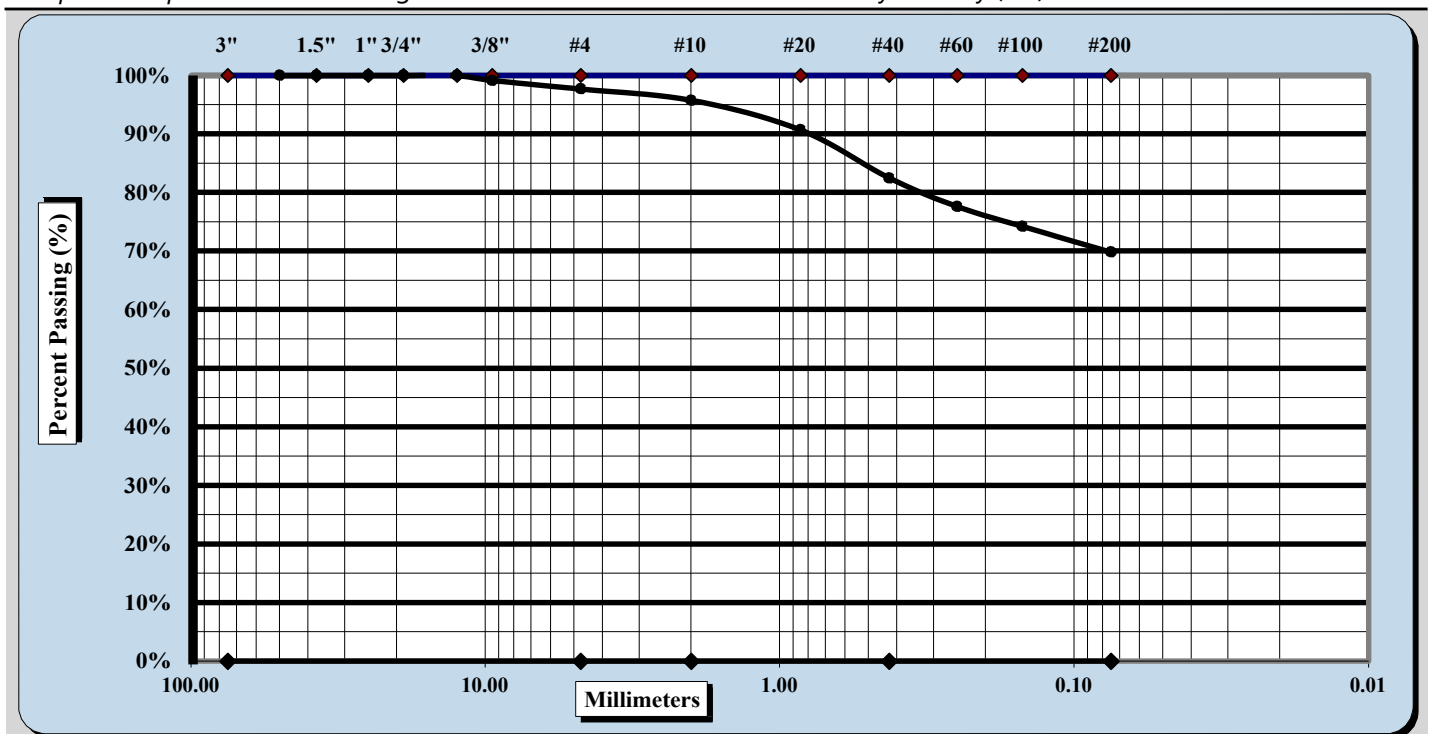
ASTM D 422

S&ME, Inc. Charlotte: 8848 Red Oak Blvd., Suite A, Charlotte, NC 28217

Project #:	23350719	Report Date:	12/11/23
Project Name:	Huntersville Delivery No. 4 Substation	Test Date(s):	12/3-11/23
Client Name:	Southeastern Consulting Engineers, Inc.		
Client Address:	P.O. Box 240436 Charlotte, NC 28224		

Sample Id.	B-2	Type:	Split Spoon	Sample Date:	11/27/23
Location:	Borehole	Sample:	SS-2	Depth:	3.5-5'

Sample Description: Orange Brown Coarse to Fine to Medium Sandy Fat Clay (CH)



Cobbles	< 300 mm (12") and > 75 mm (3")	Fine Sand	< 0.425 mm and > 0.075 mm
Gravel	< 75 mm and > 4.75 mm (#4)	Silt	< 0.075 and > 0.005 mm
Coarse Sand	< 4.75 mm and > 2.00 mm (#10)	Clay	< 0.005 mm
Medium Sand	< 2.00 mm and > 0.425 mm (#40)	Colloids	< 0.001 mm

Maximum Particle Size	1/2"	Coarse Sand	1.9%	Fine Sand	12.6%
Gravel	2.3%	Medium Sand	13.3%	Silt & Clay	69.8%
Liquid Limit	64	Plastic Limit	27	Plastic Index	37
Specific Gravity	ND			Moisture Content	22.8%
Coarse Sand	1.9%	Medium Sand	13.3%	Fine Sand	12.6%
Description of Sand & Gravel Particles:					
Hard & Durable		Soft		Weathered & Friable	
		Rounded		Angular	

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Notes / Deviations / References:

ND: Not Determined

NI: No Information Provided

Luis Campos, P.E.
Technical Responsibility


Signature

Project Engineer
Position

Dec. 2023
Date

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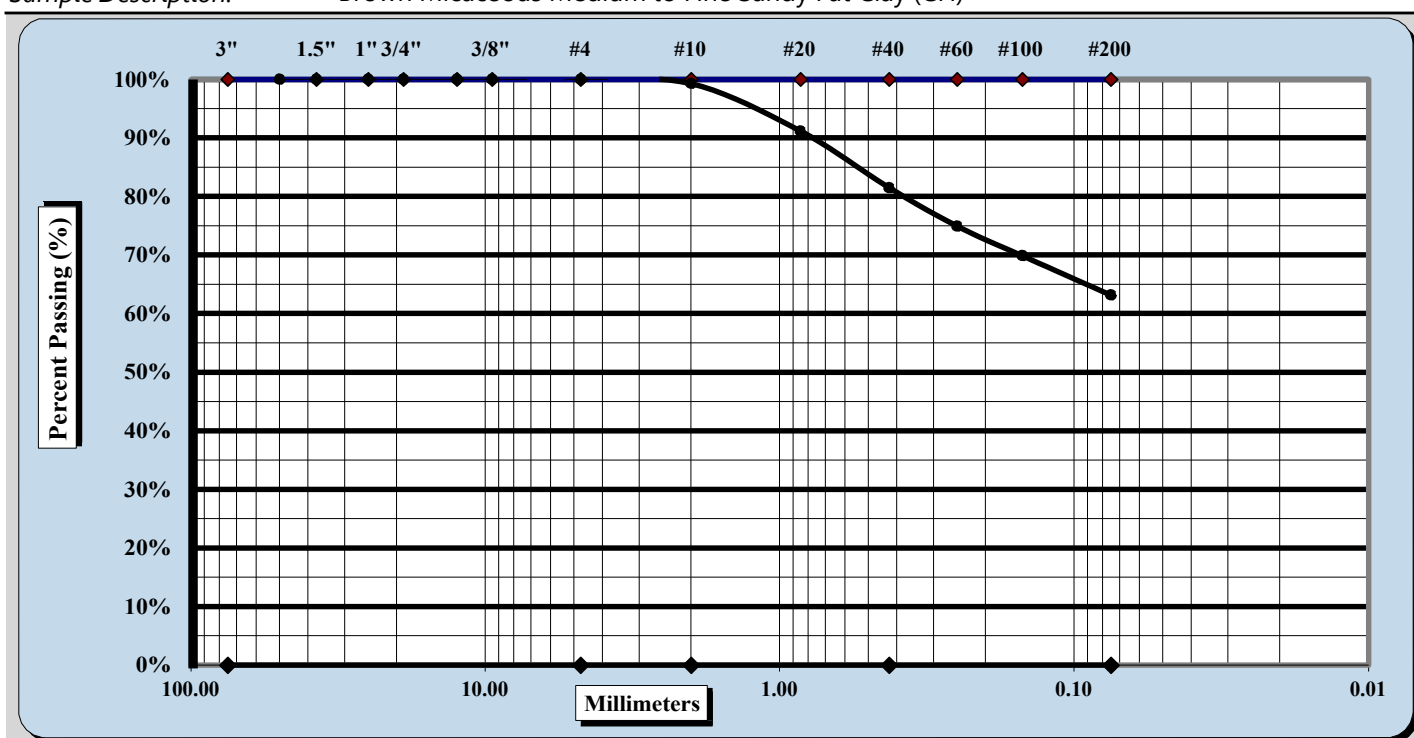
ASTM D 422

S&ME, Inc. Charlotte: 8848 Red Oak Blvd., Suite A, Charlotte, NC 28217

Project #:	23350719	Report Date:	12/11/23
Project Name:	Huntersville Delivery No. 4 Substation	Test Date(s):	12/4-11/23
Client Name:	Southeastern Consulting Engineers, Inc.		
Client Address:	P.O. Box 240436 Charlotte, NC 28224		

Sample Id.	B-7	Type:	Split Spoon	Sample Date:	11/22/23
Location:	Borehole	Sample:	SS-2	Depth:	3.5-5'

Sample Description: Brown Micaceous Medium to Fine Sandy Fat Clay (CH)



Cobbles	< 300 mm (12") and > 75 mm (3")	Fine Sand	< 0.425 mm and > 0.075 mm
Gravel	< 75 mm and > 4.75 mm (#4)	Silt	< 0.075 and > 0.005 mm
Coarse Sand	< 4.75 mm and > 2.00 mm (#10)	Clay	< 0.005 mm
Medium Sand	< 2.00 mm and > 0.425 mm (#40)	Colloids	< 0.001 mm

Maximum Particle Size	#4	Coarse Sand	0.7%	Fine Sand	18.3%
Gravel	0.0%	Medium Sand	17.8%	Silt & Clay	63.2%
Liquid Limit	60	Plastic Limit	29	Plastic Index	31
Specific Gravity	ND			Moisture Content	24.9%
Coarse Sand	0.7%	Medium Sand	17.8%	Fine Sand	18.3%
Description of Sand & Gravel Particles:					
Hard & Durable		Soft		Weathered & Friable	
		Rounded		Angular	

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Notes / Deviations / References:

ND: Not Determined

NI: No Information Provided

Luis Campos, P.E.
Technical Responsibility


Signature

Project Engineer
Position

Dec. 2023
Date

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LIST OF UNBOUND CONSTRUCTION DRAWINGS

<u>Drawing No.</u>	<u>By</u>	<u>Title</u>
T0.01	Dewberry	Cover Sheet
C0.01	Dewberry	General Notes
C0.02	Dewberry	NCG01 Notes (Sheet 1 of 2)
C0.03	Dewberry	NCG01 Notes (Sheet 2 of 2)
C1.01	Dewberry	Existing Conditions
C2.00	Dewberry	Overall Demolition Plan
C2.01	Dewberry	Tree Demolition Plan
C2.51	Dewberry	Erosion & Sediment Control Phase 1
C2.52	Dewberry	Erosion & Sediment Control Phase 2
C2.53	Dewberry	Erosion & Sediment Control Phase 3
C3.01	Dewberry	Overall Site Plan
C4.01	Dewberry	Grading & Stormwater Plan
C5.01	Dewberry	ESC Details (Sheet 1 of 2)
C5.02	Dewberry	ESC Details (Sheet 2 of 2)
C6.01	Dewberry	Site Details (Sheet 1 of 1)
C7.01	Dewberry	BMP Details (Sheet 1 of 2)
C7.02	Dewberry	BMP Details (Sheet 2 of 2)
L1.01	Dewberry	Landscaping Plan
L1.02	Dewberry	Landscaping Details
FKL-9169-2A	MD Henry	Anchor Bolt Plan View
FKL-9169-2B	MD Henry	Anchor Bolt Settings and Templates
FKL-9169-2C	MD Henry	Pier Details
FKL-9169-3A	MD Henry	Grounding Plan
FKL-9169-3B	MD Henry	Grounding Details
21-64-18	SCE	Foundation Location Plan
21-64-20	SCE	Grounding & Fencing Plan
21-64-21	SCE	Cable Trench, Conduit & Oil Containment Plan



CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Draw Enterprises, Inc.
8100 Wilkinson Blvd., Ste. 105
Charlotte, North Carolina 28214
Bil Jones
bjones@drawenterprises.com

PROJECT: Site Construction of Del. No. 4 Substation
SITE 10626 Sam Furr Road
LOCATION(S): Huntersville, NC 28078

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this 4th day of February, 2025 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Draw Enterprises, Inc. located at 8100 Wilkinson Boulevard, Suite 105, Charlotte, North Carolina 28214 (the "Contractor").

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

- Scope of Services.** The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications, which is incorporated herein by reference as Exhibit C. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit C, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the "Date of Completion" or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
- Fees:** Fees for the Work shall be specified in a fee schedule attached hereto as Exhibit D, (the "Contract Price").
- Change Orders.** The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions ("Change Orders"). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized

only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor's overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.

4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection, etc. at all times when performing the Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Coordination with Others. The Contractor agrees to coordinate the Work with the work of any other unaffiliated contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.
8. Working Drawings and Specifications at the Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
9. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the

best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by specifications.

10. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned, or otherwise restored to their original state.
11. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
12. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
13. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
14. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
15. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
16. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
17. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town \$500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

18. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described on Exhibit D.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this 4th day of February, 2025.

Contractor

Name:

Draw Enterprises, Inc.

Name of Contractor (type or print)

By: T Wesley Bradley

(Signature)

Title: President

Kelly B Sutton

Attest:

Kelly B Sutton
(Secretary, if a corporation)

Town of Huntersville

Town Manager

Attest: _____

Town Clerk

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

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys'

fees), and attorneys' fees ("Claims"). In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from and against all Claims as defined herein, but only to the extent allowed by law.

Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **Applicable Laws and Courts.** All Town Contracts shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Town, Contractor shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Work outlined in this Contract and any attached specifications. Contractor warrants that any finished Work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Work delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All Work shall be performed to the satisfaction of the Town. The Work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Work provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Work substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

22. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Work actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
29. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
30. **Buyer.** references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **Contractor.** All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
32. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
33. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
34. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for “Debarment and Suspension.”
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

1. The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.
2. The insurance coverage shall be provided and maintained for the duration of the Contract.
3. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies with coverage at least as broad as that provided to the named insureds.
4. The verifying certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount, or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation.
5. If endorsements are needed to comply with the notification or other requirements of this Agreement, copies of the endorsements shall be submitted with the certificates.
6. Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.
7. The Contractor is required to provide and maintain the following minimum insurance coverage:

a. **Worker's Compensation and Employer's Liability.**

The Contractor shall provide and maintain, until final acceptance, Workers' Compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$1,000,000.

b. **Commercial General Liability (CGL) Insurance.**

The Contractor shall provide and maintain, commercial general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Products/	
Completed Operations:	\$1,000,000 per occurrence/\$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

The commercial general liability insurance policy shall provide that such insurance is primary to and non-contributory with any liability insurance carried by the additional insureds and provide a severability of interests clause.

c. **Automobile Liability.**

The Contractor shall provide and maintain automobile liability coverage including coverage for owned, hired, and non-owned vehicles, with limits no less than \$1,000,000 per accident for bodily injury and property damage.

d. **Builder's Risk/Course of Construction.**

For construction projects, the Contractor shall provide and maintain builder's risk coverage utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

The Contractor shall provide and maintain professional liability coverage with limits no less than \$2,000,000.

f. **Pollution Liability.**

The Contractor shall provide and maintain pollution liability coverage with minimum limits of \$1,000,000 per occurrence/aggregate.

g. **Umbrella Coverage.**

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$1,000,000 per occurrence/aggregate.

h. **Other Insurance.**

The Contractor shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

8. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.

11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, and subcontractors. The Contractor's obligation to defend, indemnify, and hold the Town and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph are not limited to or restricted by any requirement in the Contract for Contractor to procure and maintain a policy of insurance.
14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

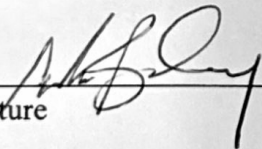
EXHIBIT C – PLANS AND SPECIFICATIONS

(insert plans and specs)

EXHIBIT D – FEE SCHEDULE

<u>Service</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total</u>
See Bid Units Next Pages			
Total Cost =			\$705,750.00

<u>Draw Enterprises, Inc.</u>	<u>2/4/2025</u>
Company Name	Date
<u>T Wesley Bradley</u>	<u>President</u>
Print Name	Title

Signature 

CONTRACTOR'S BID

TO: TOWN OF HUNTERSVILLE
c/o ELECTRICITIES OF NORTH CAROLINA
11316 SAM FURR ROAD
HUNTERSVILLE, NORTH CAROLINA 28078

LABOR AND MATERIAL BID

Section 1. The undersigned (hereinafter called the "Contractor") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation, and other means required to construct below grade improvements for an Electrical Substation for the Town of Huntersville, North Carolina, in strict accordance with the Plans, Specifications, and Construction Drawings therefore, attached hereto and made a part hereof.

The quantity of work and the location of the work is to be in and around the Town of Huntersville, North Carolina, and as directed by their Engineer. The Bidder will furnish all materials, labor, and services necessary therefor under the Labor and Material Proposal for the unit prices stated in this proposal.

<u>Unit No.</u>	<u>No. of Units</u>	<u>Unit Price</u>	<u>Price Labor and Materials</u>
I. Erosion and Sedimentation Control Measures	Lump Sum		\$ <u>78,976.00</u>
II. Site Clearing	Lump Sum		<u>58,328.00</u>
III. Site Development	Lump Sum		<u>166,526.00</u>
IV. Landscaping	Lump Sum		<u>14,964.00</u>
V. Fencing	Lump Sum		<u>30,600.00</u>
VI. Foundations			
A. Structure:			
1. P-1A	2	\$ <u>12,175.00</u>	\$ <u>24,350.00</u>
2. P-1B	2	<u>4,026.00</u>	<u>8,052.00</u>
3. P-1C	10	<u>4,026.00</u>	<u>40,260.00</u>
4. P-1D	5	<u>3,268.00</u>	<u>16,340.00</u>
5. P-1E	4	<u>3,268.00</u>	<u>13,072.00</u>

CONTRACTOR'S BID (Continued)

<u>Unit No.</u>	<u>No. of Units</u>	<u>Unit Price</u>	<u>Price Labor and Materials</u>
VI. Foundations (Con't)			
B. Circuit Switcher	2	\$ <u>3,268.00</u>	\$ <u>6,536.00</u>
C. Transformer	1	<u>24,544.00</u>	<u>24,544.00</u>
D. Equipment House	1	<u>9,322.00</u>	<u>9,322.00</u>
E. Circuit Breakers	4	<u>1,403.00</u>	<u>5,612.00</u>
F. Voltage Regulators	4	<u>3,969.00</u>	<u>15,876.00</u>
VII. Install Owner Furnished Grounding and Bonding System	Lump Sum		<u>25,190.00</u>
VIII. Install Owner Furnished Cable Trench, and furnish and install Conduit, and Oil Containment System	Lump Sum		<u>117,202.00</u>
IX. Quality Control	Incidental to all other units		<u>Included</u>
X. Change Order Allowance			\$ <u>50,000.00</u>
Total Construction			\$ <u>705,750.00</u>
Option 1. Equipment Building Offload	Lump Sum		\$ <u>9,500.00</u>

CONTRACTOR'S BID (Continued)

Additional Prices:

A. Unit Adder for Excavation not indicated \$ 25.00 /cu. yard
on Plans

B. Unit Adder for Suitable Fill not indicated \$ 35.00 /cu. yard
on Plans

*Note for Soils: These additional unit prices will be used to determine payments to the Contractor in the event that any items are revised or found different than indicated on plans or geotechnical report and will be applied as directed by Owner or their representative.

C. Unit Adder for Rock Excavation Mass Rock \$ 300.00 /cu. yard

Trench Rock \$ 425.00 /cu. yard

*Rock Note: Rock is defined as being larger than one half cubic yard in volume requiring blasting, barring, wedging or equipment larger than a track mounted excavator with flywheel rating not less than 115 horsepower and draw bar pull not less than 32,000 lbs.

D. Unit Adder for Additional Concrete \$ 950.00 /cu. yard



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: 2025 Town Board Meeting Schedule

EXPLAIN REQUEST:

Adopt amended 2025 Huntersville Town Board Regular Meeting Schedule changing the Tuesday, April 15 meeting to Tuesday April 22 due to Charlotte-Mecklenburg Schools Spring Break.

ACTION RECOMMENDED:

Adopt amended meeting schedule.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Board of Commissioners - Meeting Schedule 2025, 20250204 Amended

Huntersville Board of Commissioners

2025 Town Board Regular Meeting Schedule

Meetings begin at 6:00 p.m. at Huntersville Town Hall located at 101 Huntersville-Concord Road, Huntersville, NC 28078 (unless otherwise posted) and livestreamed at <https://www.youtube.com/@townofhuntersvillenc28078>. Pre-meetings may occur as part of any regular meeting at the time and for the purposes specified on the regular meeting agenda. The time and purpose(s) of pre-meetings will be published on the agenda.

The Board of Commissioners reserve the right to hold virtual board meetings during declared States of Emergency as applicable in the Town of Huntersville. Notice of virtual meetings will be issued pursuant to N.C.G.S. § 166A-19.24.

When meetings are held virtually, the following procedures apply:
Meetings will be held both in person and virtually via livestream. The Board of Commissioners will participate remotely. The public is invited to attend and comment during public comment or during any of the public hearings: (1) in person or (2) by telephonic communication in accordance with instructions sent to persons who have registered with the Town Clerk no later than 3 p.m. the day of the meeting. The public may also submit comments by email to the Town Clerk. Emailed comments regarding public hearings may be submitted up to 24 hours prior to the scheduled time for the beginning of the public hearing. The Town Clerk may be reached by email at jpierson@huntersville.org or by phone at (704) 766-2202.

January 7, 2025	
January 21, 2025	
February 4, 2025	
February 18, 2025	
March 4, 2025	
March 18, 2025	
April 1, 2025	
April 22, 2025	Moved, due to Charlotte-Mecklenburg Schools Spring Break
May 6, 2025	
May 20, 2025	
June 3, 2025	
June 17, 2025	
July 1, 2025	Canceled, due to Independence Day
July 15, 2025	
August 5, 2025	
August 19, 2025	
September 2, 2025	
September 16, 2025	
October 7, 2025	
October 21, 2025	
November 3, 2025	Moved to Monday, due to Election Day
November 18, 2025	
December 2, 2025	
December 16, 2025	



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: Call a Public Hearing for Petition #R24-13 Mission Stumptown Road

EXPLAIN REQUEST:

Call a public hearing for Tuesday, March 4, 2025, at 6:00 P.M. at Huntersville Town Hall on Petition #R24-13, a request by Mission Properties, LLC to rezone +/- 19.08 acres located at the intersection of Stumptown Road and Statesville Road (Parcels- 01714405, 01714406) from Neighborhood Residential to Highway Commercial-Conditional District for a commercial and multi-family development.

ACTION RECOMMENDED:

Call a public hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: Call a Public Hearing on Petition #R24-15 Station South

EXPLAIN REQUEST:

Call a public hearing for Tuesday, March 4, at 6:00 P.M. at Huntersville Town Hall on Petition #R24-15, a request by Station South LLC, to rezone +/- 21.29 acres located on Old Statesville Road (Parcels 01103213, 01121101) from Corporate Business-Conditional District to Transit Oriented Development-Residential-Conditional District for a mixed-use development.

ACTION RECOMMENDED:

Call a public hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brian Richards, Planning Director

Subject: Conduct a Public Hearing on Petition #R24-11 - DDRTC Birkdale Village, LLC

EXPLAIN REQUEST:

Conduct public hearing on Petition #R24-11, a request by DDRTC Birkdale Village, LLC to rezone +/- 12.36 acres at 8710 Lindholm Drive (Parcels # 00537157, 00537197, 00537197) from Highway Commercial Conditional District to Highway Commercial Conditional District for commercial, hotel, office and multi-family uses.

ACTION RECOMMENDED:

Conduct a Public Hearing on Petition #R24-11

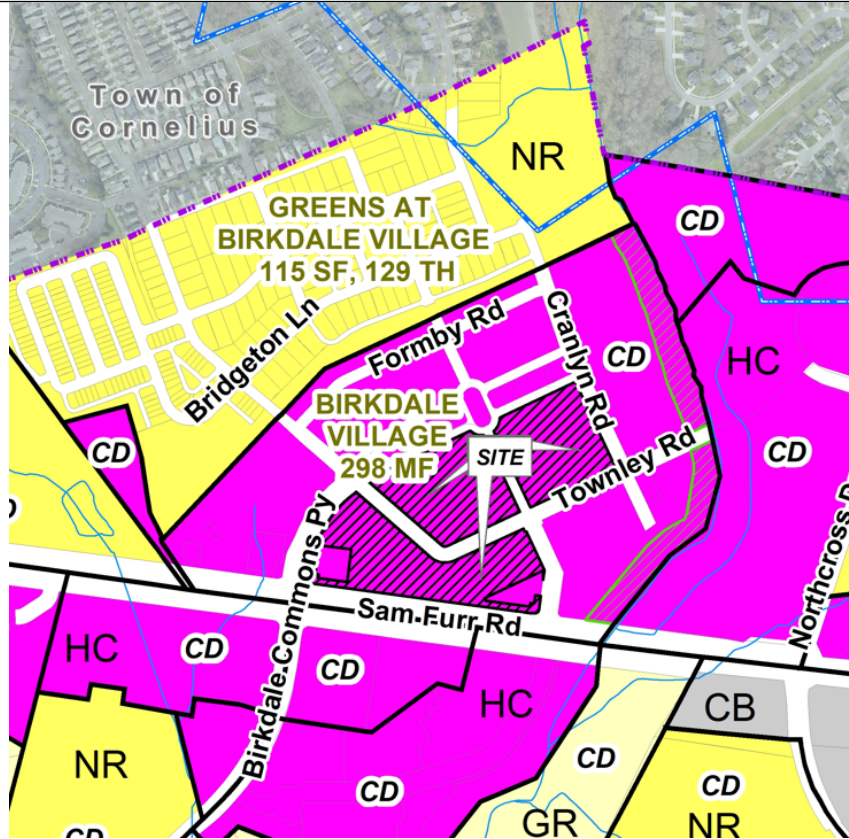
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R24-11 PH Staff Report
2. A - R24-11 Birkdale Village Rezoning Application
3. B - R24-11 Rezoning Plan
4. C - Birkdale Community Meeting Report 1.23.25
5. D - CMS Student Generation
6. E - Building Facade Perspectives 12-10-24
7. F - Town Engineering Rezoning Comment Summary R24-11

Petition R24-11 Birkdale Village

PART 1: PROJECT SUMMARY



Applicant: DDRTC Birkdale Village, LLC

Property Owner: DDRTC Birkdale Village, LLC

Property Address: 8725 Townley Dr

Project Size: (+/-) 12.36 acres

Parcel Numbers: 00537157, 00537197 & 00537329

Current Zoning: Highway Commercial Conditional District (HC-CD)

Current Land Use: Multifamily, Commercial, Office.

Proposed Zoning: Highway Commercial Conditional District (HC-CD)

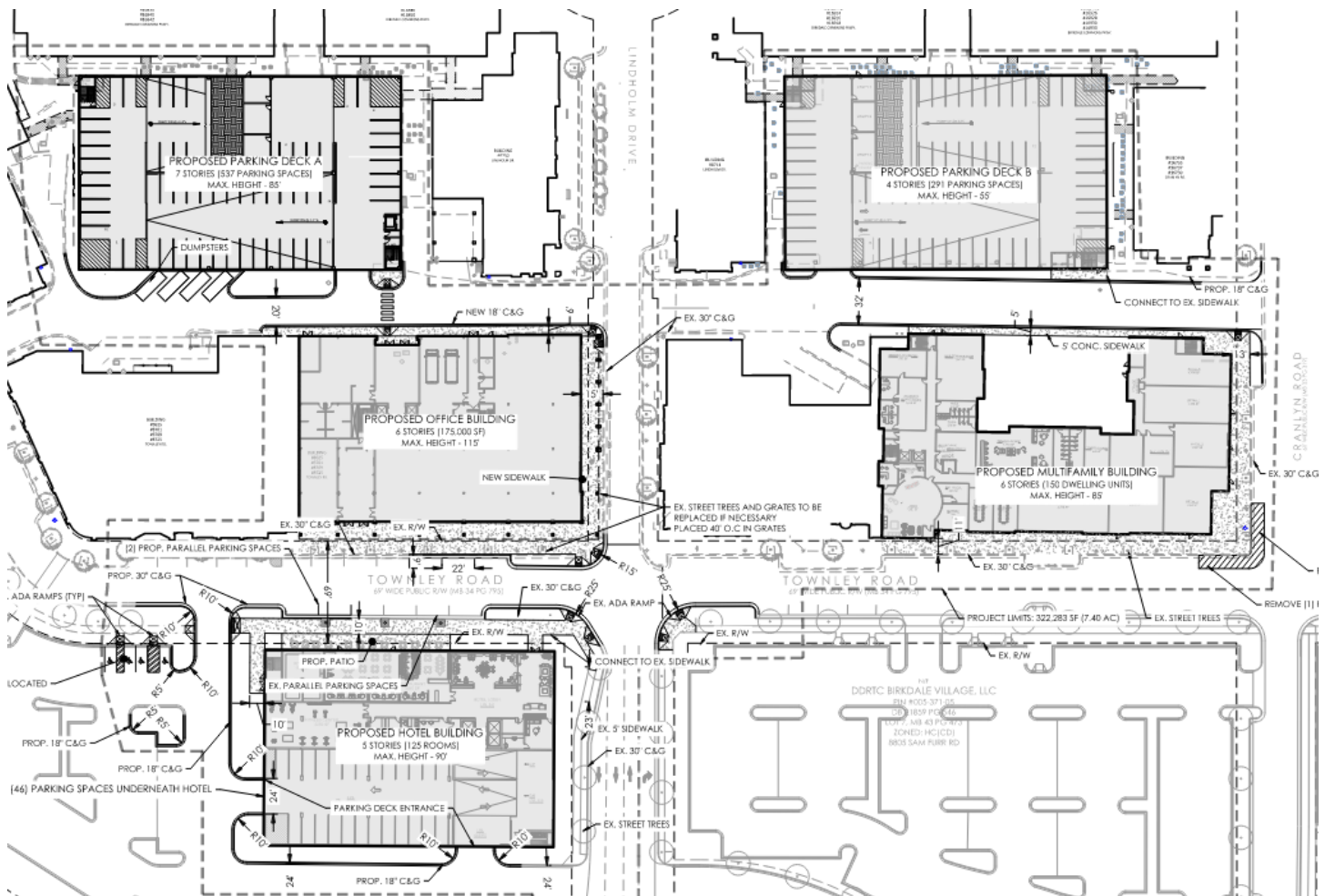
Proposed Land Use: 150 Multifamily Units, 26,715 sf Commercial, 122,300 sf Office, and a 125 Room Hotel.

1. Purpose: Rezone 12.36 acres at the intersection of Townley Dr and Lindholm Dr. from Highway Commercial Conditional District (HC-CD) to Highway Commercial Conditional District (HC-CD) for up to 150 Units Multifamily Units, 125 Room Hotel, 122,300 sf Office, and 26,715 sf Commercial.
2. Adjoining Zoning and Land Uses.
 - North: Neighborhood Residential – Greens at Birkdale Village Subdivision.
 - South: Highway Commercial – Birkdale & Birkdale Landing Developments
 - East: Highway Commercial – North Pointe Office Park.
 - West: Neighborhood Residential – Greens at Birkdale Village Subdivision.
3. A neighborhood meeting was held on December 16, 2024, and the questions asked by residents and the responses from the applicants are summarized in the Community Meeting Report (see Attachment C).
4. Birkdale Village was originally rezoned in 1996 (R96-07) and has had two revisions (R97-23 & R01-03). A Major Sketch Plan revision was approved in 2021.
5. Notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Sam Furr Rd and inside of Birkdale Village.

PART 2: REZONING/SITE PLAN

The proposed Conditional District Rezoning Plan is generally compliant with the Zoning and Subdivision Regulations. Significant elements include:

- Removal of two existing buildings and construction of three new buildings. A proposed Office (6 story, 175,000 sf, 115' height), a proposed Multifamily Building (6 story, 150 Unit, 85' height), and a hotel (5 story, 125 room, 90' height). See site plan image below. A total of 26,715 sf of Commercial will be constructed on the ground floor of these buildings.
- Replacement of Two Existing parking decks with two new parking decks. Deck A (7 story, 537 spaces, 85' height) and Deck B (4 story, 291 spaces, 55' height). There will be an overall increase of 469 parking spaces (2,409 total for Birkdale Village – 1,853 are required to meet Article 5). Currently there are 1,940 parking spaces.
- The new buildings and parking decks are requesting a modification to exceed the current height limit allowed by the Zoning Ordinance (Article 4 - Urban Workplace 48').



- Urban Open Space is being provided by the existing McDowell Creek Greenway (4.62 acres) and a Promenade (0.16 acres). There are 2.2 acres of Common Open Space. All are existing and there are no changes proposed.
- There will be no impacts to the existing tree canopy or specimen tree count as part of this rezoning.
- There are no identified Heritage Trees on site.
- Building elevations for the proposed structure have been submitted. Architectural renderings have been provided (Attachment E).
- The applicant has requested a 5-year vesting period for the Rezoning Plan. The Zoning Ordinance currently offers a 2-year vesting period (Article 2.2.3).
- Planning, Transportation, and Storm Water Engineering staff have minor rezoning plan comments outstanding that need to be addressed prior to final plan approval.

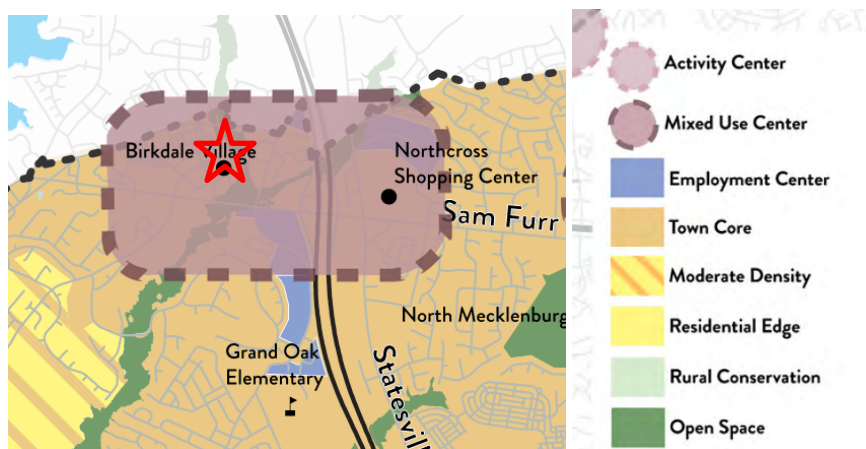
PART 3: TRANSPORTATION ISSUES

See Attachment F – Town Engineering Rezoning Comment Summary

PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

2040 Huntersville Community Plan



STAFF COMMENT – The 2040 Huntersville Community Plan DOES SUPPORT this project through the following sections:

- **Policy LU 2.1:** Higher intensity residential uses will be focused generally within 2 miles of the I77/NC115 corridor and future activity centers in the eastern and western areas of Huntersville zoning jurisdiction.
- **Policy LU 6.1:** A mix of land uses is encouraged in Mixed-Use Centers, Activity Centers, Employment Centers identified on the Future Land Use Map.
- **Policy LU 6.2:** Commercial uses are encouraged in the Town Core and as specified in adopted Small Area Plans.

- **Policy LU 7.1:** Require all new development to adhere to the following design principles: In Mixed Use Centers, Activity Centers, Town Core, and Moderate Density Areas, Streets and sidewalk are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - All buildings shall front a public street or open space.
 - Streets should be connected, have short blocks and sidewalks on both sides of streets.
 - Improve connectivity, particularly for pedestrians and vehicles.
 - Parking lots, if required, should be predominately located behind buildings screened from view and larger lots should be broken by buildings and or landscape features.
 - In lower intensity areas (including MD, RE, RC, CW) preservation of rural character and natural resources are prioritized.
 - In these areas, structures can be set back further from the road and should blend into the landscape and the scenic nature of roadways should be preserved.
- **Policy LU 8.1:** Continue to emphasize form and flexibility in development regulations for these areas.
 - The current zoning ordinance has basic form based standards with flexibility built-in. Key elements include allowing multiple types of land uses, a mix of uses, minimal setbacks, and parking requirements.
- **Policy LU 8.2:** Evaluate and strengthen incentives to encourage the achievement of higher design standards. Consider incentives that allow applicants to demonstrate excellence in design and exceptional public benefit for projects in key areas.
 - Offer flexibility using performance standards, guided by the design principles.
 - Specify intended outcomes and how site or building-specific design solutions can better achieve desired outcomes.
 - Evaluate incentives periodically to determine their value given shifting market and neighborhood conditions.
 - Incentives that could include:
 - Modification of height limit.
 - Increase in percent of allowable attached residential.
 - Reduced parking requirements.
 - Reduced buffer yard requirements
- **Policy EV 1.2:** Focus economic development in areas that support growth
 - Preserve areas suitable for business and industrial development, along with a mixture of support uses, to ensure an adequate inventory of land for future growth and development, with increases to this inventory as required. These areas should have proximity to existing or future activity centers, have access to transportation options and utility service, and offer amenities for employees.

STAFF COMMENT – The 2040 Huntersville Community Plan DOES NOT SUPPORT this project through the following sections:

- **Policy LU 5.1:** Allow for more intense development only where transportation infrastructure and utilities already exist. Staff Comment – NCDOT widening project will not begin until 2026. The widening project will most likely not align with the construction schedule for Birkdale.
- **Policy LU-11: Protect Existing Housing Stock.**
 - **LU 11.1:** Protect and enhance the unique character of Huntersville’s neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.
 - Promote quality design and neighborhood improvements including increasing access to parks and recreation and mobility options.

- Encourage coordination with neighborhoods to address infrastructure needs such as sidewalks and drainage.
- **LU 11.2:** Along existing streets, encourage new buildings to respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

1. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.

STAFF COMMENT:

The proposed rezoning for the Birkdale Village is generally consistent with envisioned uses and development pattern set forth in the 2040 Community Plan.

2. The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.

STAFF COMMENT:

- A Transportation Impact Analysis was not required – see Part 3 of this report.
- Charlotte Water currently provides service to the site.
- CMS Student Generation Report (Attachment D)

3. Whether the proposed reclassification will adversely affect a known archeological, environmental, historical, or cultural resource.”

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, historical, or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R24-11, Birkdale Village Staff recommends approval if all outstanding Staff comments are addressed. A modification for building height be granted to accommodate for the mixture of land uses and parking garages. Additionally, the applicant agrees to accommodate for the planned pedestrian bridge over NC 73 (Sam Furr Rd) and participates in the Townley Road bridge project. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 6.1, LU 7.1, LU 8.1, LU 8.2, and EV 1.2.

It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for February 4, 2025.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board is scheduled for February 25, 2025.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for March 18, 2025.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- A – Rezoning Application
- B – R24-11 Rezoning Plan
- C – Community Meeting Report (December 16, 2024)
- D – CMS Student Generation
- E – Building Facade Perspectives
- F – Engineering Rezoning Comment Summary

PART 10: CONSISTENCY STATEMENT – R24-11 Birkdale Village

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R24-11, Birkdale Village Staff recommends approval if all outstanding Staff comments are addressed. A modification for building height be granted to accommodate for the mixture of land uses and parking garages. Additionally, the applicant agrees to accommodate for the planned pedestrian bridge over NC 73 (Sam Furr Rd) and participates in the Townley Road bridge project. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 6.1, LU 7.1, LU 8.1, LU 8.2, and EV 1.2. <u>It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan.</u>	APPROVAL: In considering the proposed rezoning application R24-11, Birkdale Village, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	APPROVAL: In considering the proposed rezoning application R24-11, Birkdale Village, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
	DENIAL: In considering the proposed rezoning application R24-11, Birkdale Village, the Planning Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	DENIAL: In considering the proposed rezoning application R24-11, Birkdale Village, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at <https://www.huntersville.org/528/Permits-Process>

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☒ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☐ Revision to
Original Project # _____
- ☐ Other _____

- SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
- ☐ Sketch Plan
 - ☐ Preliminary Plan
 - ☐ Final Plat (Includes Minor Subdivision)
 - ☐ Exempt Subdivision
 - ☐ Final Plat Revision
 - ☐ Farmhouse Cluster

2. Project Data

Date of Application 10/28/2024

Name of Project Birkdale Village Rezoning Phase # (if subdivision) _____

Project Address 8710 Lindholm Drive, Huntersville NC 28078

Parcel Identification Number(s) (PIN) 00537157, 00537197, 00537329

Current Zoning District HC (CD) Proposed District (for rezoning only) HC (CD)

Property Size (acres) 12.36 Street Frontage (feet) _____

Current Land Use Commercial

Proposed Land Use(s) Commercial, Hotel, Office, Multifamily

Is the project within Huntersville's corporate limits?

Yes x No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

The request is to amend the existing rezoning plans for Birkdale Village so that the owner can develop a 125 room hotel,

150 multifamily units, 26,715 sf of retail, and 122,300 sf of office space.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at <https://www.huntersville.org/528/Permits-Process>.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name DDRTC Birkdale Village, LLC Phone 404-946-0939
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature 

Title Authorized Agent Email Mike.Lant@NAProperties.com

Address of Applicant 1175 Peachtree Street, Suite 1650, Atlanta Georgia 30361

7. Property Owner (if different than applicant)

*Printed Name _____ Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____

Title _____ Email _____

Address of Property Owner _____

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application **MUST** be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an **INVALID APPLICATION**. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
W&A Engineering	Tess Fallova	704-875-1615 ext. 310	tfalova@waengineering.com
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department

Sheet List Table	
Sheet Number	Sheet Title
Z01	COVER
Z02	SURVEY-EXISTING FEATURES
Z02.1	SURVEY-EXISTING FEATURES
Z02.2	SLOPE ANALYSIS
Z03	REZONING PLAN
Z03.1	BMP IMPERVIOUS EXHIBIT
Z04	PRELIM GRADING PLAN
Z05	PRELIM LANDSCAPE PLAN

REZONING PLAN PACKAGE

PROPOSED

BIRKDALE VILLAGE REZONING

HUNTERSVILLE, MECKLENBURG COUNTY, NC

ACCELA #CSP-500045

R24-11

OWNER/DEVELOPER:

DDRTC BIRKDALE VILLAGE, LLC

C/O NORTH AMERICAN PROPERTIES

8712 LINDHOLM DR SUITE 206

HUNTERSVILLE, NC 28078

PH: (404) 946-0939



VICINITY MAP
SCALE: N.T.S.



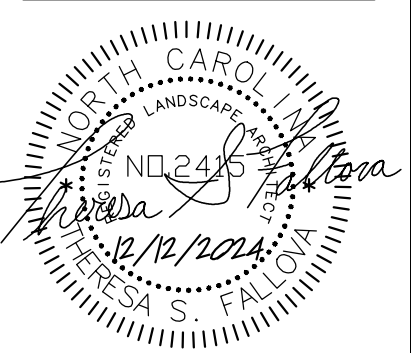


**W&A
ENGINEERING**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

NC ENGINEERING BOARD
LICENSE # P-2743
NC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # C-614
SC ENGINEERING BOARD
LICENSE # CCM 7055
SC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # LAF 477



BIRKDALE VILLAGE REZONING

PIN #00537157, 00537197, 00537329

LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

COVER

REVISIONS:	



Know what's below.
Call before you dig.

CONTROL #108
N=622,187.962'
E=1,439,768.273'
EL:734.95'
MAG NAIL

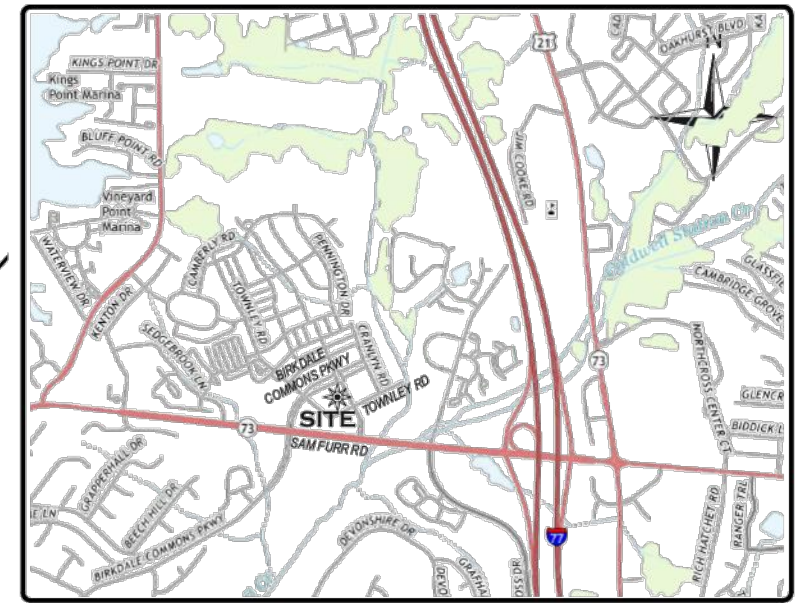
BIRKDALE COMMONS PARKWAY
37.5' WIDE PUBLIC R/W (MB 33 PG 319 & MB 34 PG 795)

346.32'

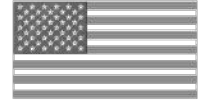
CONTROL #116
N=622,291.463'
E=1,440,090.441'
EL:731.02'
DRILL HOLE

CONTROL #119
N=622,349.426'
E=1,440,193.545'
EL:731.46'
DRILL HOLE

CONTROL #112
N=622,349.882'
E=1,440,301.896'
EL:731.32'
DRILL HOLE (PROPERTY CORNER)



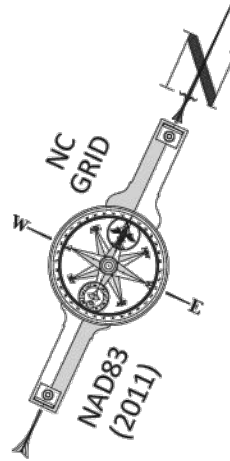
VICINITY MAP (NO SCALE)



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	688.95'	125.68'	125.68'	N 59°17'40" E
C2	70.50'	64.32'	62.11'	S 74°17'30" E
C3	20.50'	24.07'	22.71'	N 82°40'38" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 64°45'52" W	3.49'

N/F
DDRTC BIRKDALE VILLAGE, LLC
PIN #005-371-97
DB 21859 PG 546
LOT 6, MB 33 PG 319 &
MB 34 PG 795
ZONED: HC(CD)
8711 - 8715 LINDHOLM DR.
16735 - 16739 CRANLYN RD.
8805 - 8825 TOWNLEY RD.
16916 - 16952 BIRKDALE COMMONS PKWY.



LINE LEGEND

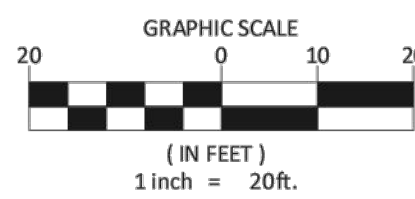
---	PROPERTY BOUNDARY
---	ADJACENT BOUNDARY (NOT SURVEYED)
---	PROPERTY BOUNDARY TIE LINE ONLY
---	RIGHT OF WAY LINE
---	EASEMENT LINE
---	CURB AND GUTTER
---	STORM DRAIN PIPE
---	HAND RAIL
---	SANITARY SEWER PIPE
---	FIBER OPTIC MARKOUT
---	TELECOMMUNICATIONS MARKOUT
---	TELEVISION MARKOUT
---	UNDERGROUND ELECTRIC MARKOUT
---	GAS MARKOUT
---	WATERLINE MARKOUT
---	UNKNOWN UTILITY

SYMBOL LEGEND

●	REBAR FOUND (RFB)
✕	DRILL HOLE FOUND (DHF)
✕	MAG NAIL FOUND (MNF)
✕	MAG NAIL SET (MNS)
△	CALCULATED POINT (CP)
△	SURVEY CONTROL POINT
□	AIR CONDITIONER
□	POSTAL MAILBOX
○	GAS METER
○	GAS VALVE
○	SANITARY CLEAN OUT
○	SANITARY MANHOLE
○	WATER METER
○	WATER VALVE
○	FIRE HYDRANT
○	FIRE DEPARTMENT CONNECTION
○	BACKFLOW PREVENTER
○	TELEPHONE HAND HOLE
○	TELEPHONE BOX
○	COMMUNICATIONS HAND HOLE
○	CABLE TV BOX
○	ELECTRIC HAND HOLE
○	ELECTRIC BOX
○	ELECTRIC TRANSFORMER
○	ELECTRIC METER
○	LIGHT POLE
○	STORM MANHOLE
○	CURB INLET
○	DRIP INLET
○	AREA DRAIN
○	STORM CLEAN OUT
○	END OF INFORMATION
○	LINE CONTINUES

ABBREVIATIONS

DB	DEED BOOK
MB	MAP BOOK
PG	PAGE
N/F	NOT OR FORMERLY
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES
EX	EXISTING



PLAT SHOWING A
BOUNDARY &
TOPOGRAPHIC SURVEY

PREPARED FOR:
DDRTC BIRKDALE VILLAGE, LLC
LOT 5, BIRKDALE VILLAGE - MAP 1
(MAP BOOK 34 PAGE 795)
TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY
NORTH CAROLINA
DEED REFERENCE: DB 21859, PG 546
TAX PARCEL ID #005-371-57

GUISEWHITE PROFESSIONAL
LAND SURVEYING, PC

GPLS

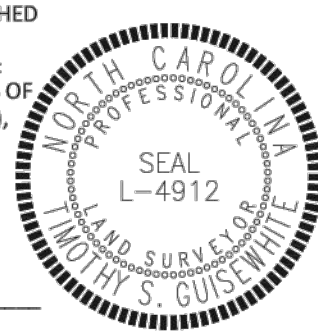
P.O. BOX 680388
CHARLOTTE, NC 28216
(704) 530-1700 NC FIRM #C-4411

NOTES:

1. THIS PLAT IS NOT INTENDED FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. GUISEWHITE PROFESSIONAL LAND SURVEYING, PC DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
3. ALL CORNERS MONUMENTED AS SHOWN.
4. BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
5. PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
6. NO NORTH CAROLINA GEODETIC SURVEY HORIZONTAL CONTROL IS LOCATED WITHIN 2000' OF THIS SITE.
7. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.
8. AREAS COMPUTED BY COORDINATE GEOMETRY.
9. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. ALL UTILITIES SHOWN HEREON ARE SUBJECT TO VERIFICATION.
10. ANY ZONING & SETBACK INFORMATION SHOWN HEREON IS PER INFORMATION AVAILABLE AT THE TIME OF SURVEY AND IS SUBJECT TO VERIFICATION AND INTERPRETATION BY GOVERNING AUTHORITIES.

I, TIMOTHY S. GUISEWHITE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES, DRAWN FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 0.07250ppm; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); THIS 28TH DAY OF FEBRUARY, A.D., 2022.

DocuSigned by:
Timothy S. Guisewhite
9102ABDFC6B4FE...
2/28/2022
TIMOTHY S. GUISEWHITE, PLS N.C. REG. NO.: L-4912

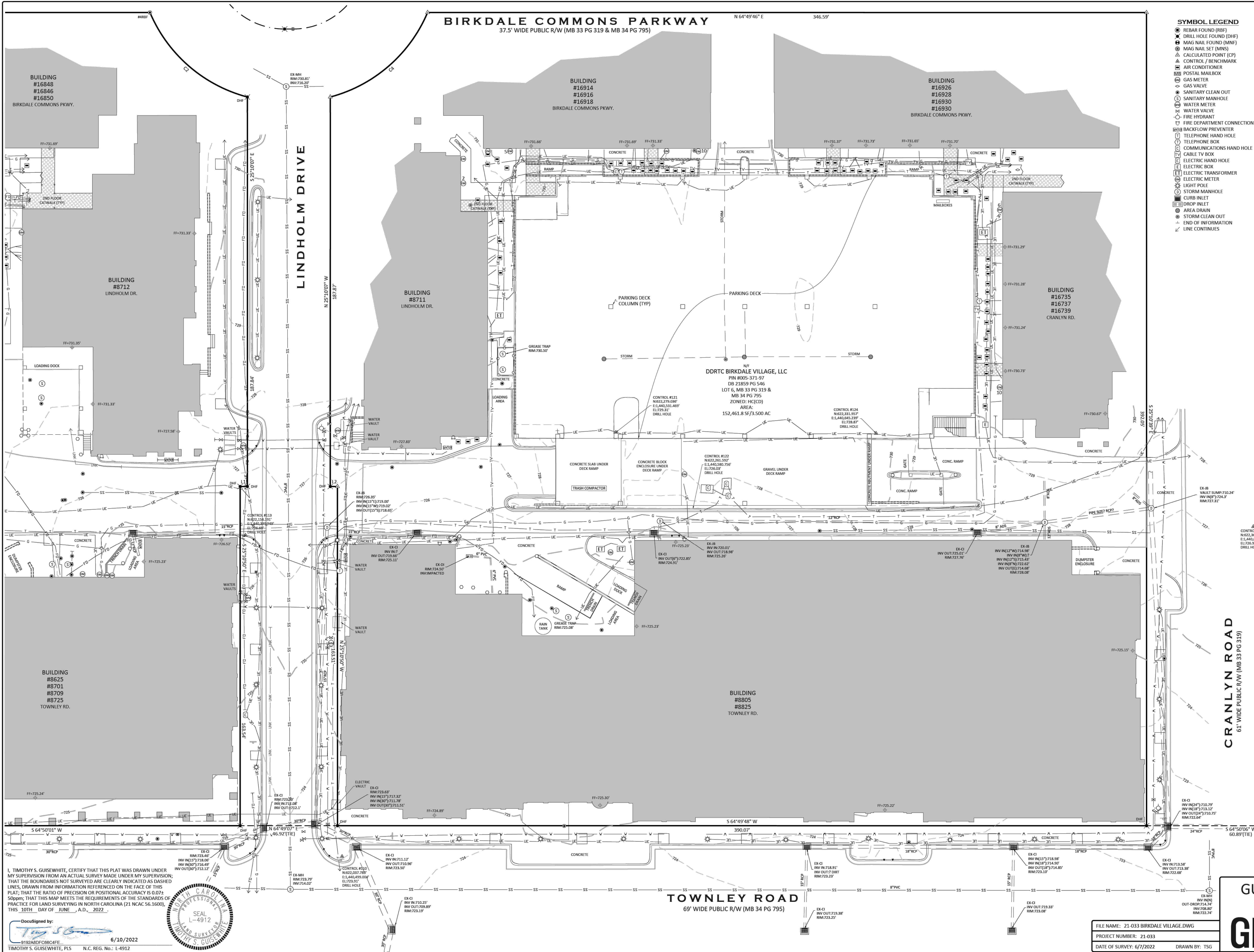


BUILDING
#8625
#8701
#8709
#8725
TOWNLEY RD.

TOWNLEY ROAD
69' WIDE PUBLIC R/W (MB 34 PG 795)

FILE NAME:	21-033 BIRKDALE VILLAGE.DWG
PROJECT NUMBER:	21-033
DATE OF SURVEY:	XX/XX/2019
DRAWN BY:	TSG

REVISIONS:



SYMBOL LEGEND

- REBAR FOUND (RBF)
- DRILL HOLE FOUND (DHF)
- MAG NAIL FOUND (MNF)
- MAG NAIL SET (MNS)
- CALCULATED POINT (CP)
- CONTROL / BENCHMARK
- AIR CONDITIONER
- POSTAL MAILBOX
- GAS METER
- GAS VALVE
- SANITARY CLEAN OUT
- SANITARY MANHOLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- BACKFLOW PREVENTER
- TELEPHONE HAND HOLE
- TELEPHONE BOX
- COMMUNICATIONS HAND HOLE
- CABLE TV BOX
- ELECTRIC HAND HOLE
- ELECTRIC BOX
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- LIGHT POLE
- STORM MANHOLE
- CURB INLET
- STORM INLET
- AREA DRAIN
- STORM CLEAN OUT
- END OF INFORMATION
- LINE CONTINUES

VICINITY MAP (NO SCALE)

NC GRID

ABBREVIATIONS

- DB DEED BOOK
- MB MAP BOOK
- PG PAGE
- N/F NOW OR FORMERLY
- R/W RIGHT-OF-WAY
- SF SQUARE FEET
- AC ACRES
- EX EXISTING

LINE LEGEND

- PROPERTY BOUNDARY
- ADJACENT BOUNDARY (NOT SURVEYED)
- PROPERTY BOUNDARY TIE LINE ONLY
- RIGHT OF WAY LINE
- EASEMENT LINE
- CURB AND GUTTER
- STORM DRAIN PIPE
- HAND RAIL
- SANITARY SEWER PIPE
- FIBER OPTIC MARKOUT
- TELECOMMUNICATIONS MARKOUT
- TELEVISION MARKOUT
- UNDERGROUND ELECTRIC MARKOUT
- GAS MARKOUT
- WATERLINE MARKOUT
- UNKNOWN UTILITY

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	688.95'	125.86'	125.86'	N 59°37'48" E
C2	70.50'	64.32'	62.11'	S 74°17'30" E
C3	20.50'	24.07'	22.71'	N 82°40'38" E
C4	70.50'	64.30'	62.09'	N 23°54'53" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 64°45'52" W	3.49'
L2	S 64°49'10" W	3.47'

NOTES:

- THIS PLAT IS NOT INTENDED FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. GUYSEWHITE PROFESSIONAL LAND SURVEYING, PC DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
- ALL CORNERS MONUMENTED AS SHOWN.
- BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
- PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
- NO NORTH CAROLINA GEODETIC SURVEY HORIZONTAL CONTROL IS LOCATED WITHIN 2000' OF THIS SITE.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.
- AREAS COMPUTED BY COORDINATE GEOMETRY.
- THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. ALL UTILITIES SHOWN HEREON ARE SUBJECT TO VERIFICATION.
- ANY ZONING & SETBACK INFORMATION SHOWN HEREON IS PER INFORMATION AVAILABLE AT THE TIME OF SURVEY AND IS SUBJECT TO VERIFICATION AND INTERPRETATION BY GOVERNING AUTHORITIES.

PLAT SHOWING A BOUNDARY & TOPOGRAPHIC SURVEY

PREPARED FOR:
DORTC BIRKDALE VILLAGE, LLC
LOT 6, BIRKDALE VILLAGE - MAP 1
(MAP BOOK 34 PAGE 795)
TOWN OF HUNTERSVILLE
MECKLENBURG COUNTY
NORTH CAROLINA
DEED REFERENCE:
DB 21859, PG 546
TAX PARCEL ID #005-371-97

GRAPHIC SCALE

0 10 20
(IN FEET)
1 inch = 20ft.

GUISEWHITE PROFESSIONAL LAND SURVEYING, PC

P.O. BOX 680388
CHARLOTTE, NC 28216
(704) 530-1700 NC FIRM #C-4411

GPLS

FILE NAME: 21-033 BIRKDALE VILLAGE.DWG
PROJECT NUMBER: 21-033
DATE OF SURVEY: 6/7/2022
DRAWN BY: TSG

REVISIONS:

I, TIMOTHY S. GUISEWHITE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES, DRAWN FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 0.07± 50ppm; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600), THIS 10TH DAY OF JUNE, A.D., 2022.

DocuSigned by:
Timothy S. Guisewhite
918248DFC864FE
6/10/2022
TIMOTHY S. GUISEWHITE, PLS N.C. REG. NO.: L-4912

- NOTES**
1. SLOPE ANALYSIS IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY MERRICK. SEE SHEET 202 AND 202.1 FOR SURVEY.
 2. THE SLOPE ANALYSIS APPROVED FROM THE SKETCH PLAN REVIEW WAS CREATED BY OTHERS AND WAS BASED ON GIS DATA. THAT ANALYSIS IS NOT INCLUDED IN THE PRELIMINARY / CONSTRUCTION PLAN PACKAGE.
 3. SOIL TYPE AND HYDROLOGIC GROUP IS PROVIDED FROM USDA WEB SOIL SURVEY.

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	Green
2	10.00%	15.00%	Yellow
3	15.00%	25.00%	Orange
4	25.00%	25.00% +	Red



W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

NC ENGINEERING BOARD
LICENSE # P-2743
NC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # C-614
SC ENGINEERING BOARD
LICENSE # COM 7055
SC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # LAF 477

NORTH ARROW

GRAPHIC SCALE 1"=60 FT.

Professional Engineer Seal for Theresa S. Fallova, License No. 2415, State of North Carolina.

BIRKDALE VILLAGE REZONING
PIN #00537157, 00537197, 00537329
LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

SLOPE ANALYSIS

REVISIONS:





PARKING CALCULATIONS	
EXISTING DEVELOPMENT	
EXISTING RESIDENTIAL SF 1#1 SPACES PER DWELLING UNIT (1 BR) 1.5 SPACES PER DWELLING UNIT (2+ BR)	164 (1 BR) X 1 = 164 SPACES 134 (2 BR) X 1.5 = 201 SPACES 22 (3 BR) X 1.5 = 33 SPACES
REQUIRED PARKING SPACES	TOTAL 398 PARKING SPACES
EXISTING RETAIL/RESTAURANT SF #2 SPACES /1,000 SF	342,073 SF (342,073 x 2 = 684)
REQUIRED PARKING SPACES	684 PARKING SPACES
EXISTING OFFICE SF #2 SPACES /1,000 SF	150,829 SF (150,829 x 2 = 302)
TOTAL REQUIRED PARKING SPACES	302 PARKING SPACES
TOTAL REQUIRED PARKING (EXISTING)	1,384 PARKING SPACES
TOTAL PROVIDED PARKING (EXISTING)	1,940 PARKING SPACES
NEW DEVELOPMENT	
OFFICE BUILDING EXISTING RETAIL(TO BE REMOVED) PROPOSED RETAIL OFFICE RENTABLE SPACE	- 23,000 SF (46 PARKING SPACES) 13,000 SF (13 x 2 = 26) 122,300 SF (122.3 x 2= 245) = 225 PARKING SPACES
HOTEL BUILDING PROPOSED RETAIL ROOMS	3,000 SF (3 x 2 = 6 PARKING SPACES) 125 ROOMS (125x1=125 PARKING SPACES) = 131 PARKING SPACES
MULTIFAMILY EXISTING RETAIL (TO BE REMOVED) PROPOSED RETAIL RESIDENTIAL	- 42,000 SF (84 PARKING SPACES) 10,710 SF (10,710= 22 PARKING SPACES) 100 (1 BR) X 1 = 100 SPACES 50 (2 BR) X 1.5 = 75 SPACES = 113 PARKING SPACES
NEW DEVELOPMENT REQUIRED PARKING	469 PARKING SPACES
NEW TOTAL REQUIRED PARKING	1,853 PARKING SPACES
TOTAL PROVIDED PARKING	2,409 PARKING SPACES TOTAL
- SURFACE PARKING	1,535 PARKING SPACES
- PROPOSED PARKING UNDER HOTEL	46 PARKING SPACES
- OFFICE PARKING DECK	537 PARKING SPACES
- MULTIFAMILY PARKING DECK	291 PARKING SPACES

3. DORTCH BIRKDALE ZONING NOTES

1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS (THE "DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY DORTCH BIRKDALE VILLAGE, LLC ("PETITIONER") AS REZONING PETITION FOR A ZONING DISTRICT TO BE REDESIGNED TO A ZONING DISTRICT OF LAND DEVED TO THIS SITE AS A PORTION OF BIRKDALE VILLAGE (THE "PROJECT"), DATED OCTOBER 31, 2024 (THE "FILING DATE") IN CONNECTION WITH TAX PARCEL NUMBERS 00537157, 00537159 AND 00537293 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO AMEND THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY OF HC (CD) HIGHWAY COMMERCIAL ZONING DISTRICT TO HC (CD) HIGHWAY COMMERCIAL ZONING DISTRICT AS INDICATED ON THE REZONING PLAN AND OTHERWISE PURSUANT TO THE APPLICABLE PROVISIONS OF THE TOWN OF HUNTERVILLE ZONING ORDINANCE IN EFFECT ON THE FILING DATE (THE "ORDINANCE").

2. DEVELOPMENT STANDARDS. THE DEVELOPMENT STANDARDS FOR BIRKDALE VILLAGE, FILED IN CONNECTION WITH THE REZONING PETITION NO. 9723 (THE "ORIGINAL STANDARDS") GOVERN THE DEVELOPMENT OF THE PROPERTY EXCEPT AS SPECIFICALLY NOTED FOR THE PROPERTY. IN THESE DEVELOPMENT STANDARDS AND THE REZONING PLAN, UNLESS THE DEVELOPMENT STANDARDS AND THE REZONING PLAN ESTABLISH A MORE RESTRICTIVE STANDARD, THE DEVELOPMENT STANDARDS SHALL SUPERSEDE THE DEVELOPMENT STANDARDS. THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE FILING DATE FOR THE HC (CD) ZONING DISTRICT GOVERN THE DEVELOPMENT OF THE CHANGES PROPOSED BY THE REZONING PLAN, IN THE EVENT OF A CONFLICT BETWEEN THE DEVELOPMENT STANDARDS AND THE REZONING PLAN, THE DEVELOPMENT STANDARDS SHALL GOVERN.

3. SCHEMATIC NATURAL SETTING PLAN. THE LOTS AND PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE AND EXACT LOCATIONS, ARCHITECTURE, SIZE, NUMBER OR QUANTITY AND CONFIGURATIONS OF LOTS, UNITS AND BUILDINGS (INCLUDING PARKING GARAGES) MAY BE MODIFIED DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT OF THE PROJECT AND SUCH MODIFICATIONS SHALL BE COMPATIBLE WITH THE ASSUMPTIONS SET FORTH IN THE TRAFFIC IMPACT ANALYSIS SUBMITTED WITH THE REZONING PETITION (THE "IA").

4. PHASING. THE DEVELOPMENT OF THE PROPERTY AS GENERALLY DEPICTED ON THE REZONING PLAN MAY BE PHASED; HOWEVER, ANY PROPOSED PHASING MUST ALIGN WITH THE IA, AND ASSOCIATED INFRASTRUCTURE AND STORMWATER IMPROVEMENTS; PROVIDED, HOWEVER, A PETITIONER WILL COORDINATE ANY MITIGATION REQUIRED BY NCDOT WITH NCDOT-B; SEQUENCING OF CONSTRUCTION TO MINIMIZE DISRUPTION TO THE COMMUNITY; AND, PHASING OF IMPROVEMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT WILL MEET ALL ORDINANCE REQUIREMENTS, UTILITIES, INFRASTRUCTURE AND GRADING SHALL BE DELIVERED TO EACH INDIVIDUAL PHASE AS EACH IS DEVELOPED.

5. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN FOR A PERIOD OF FIVE YEARS PURSUANT TO THE PROVISIONS OF THE ORDINANCE AND 160D OF THE NORTH CAROLINA GENERAL STATUTES.

6. PERMITTED USES. THE PROPERTY MAY BE DEVELOPED FOR USES (INCLUDING ACCESSORY USES) PERMITTED IN THE HC ZONING DISTRICT, INCLUDING HOTELS AS SHOWN ON THE REZONING PLAN, SUBJECT TO THE DEVELOPMENT STANDARDS ASSOCIATED WITH SUCH USES. PERMITTED USES SHALL INCLUDE, BUT NOT BE LIMITED TO: OFFICE, LOFTS AND SUITES, HOTELS, MULTI-FAMILY, PARKING-GARAGES AND COMMERCIAL USES, INCLUDING MEETING AND EVENT SPACES AS SHOWN ON THE REZONING PLAN. THE FOLLOWING USES ARE PROHIBITED AS DESCRIBED IN THE ORIGINAL STANDARDS: ARMORIES FOR MEETINGS AND TRAINING OF MILITARY ORGANIZATIONS, AUCTION SALES, PAWNSHOPS AND SECOND-HAND SALES, VOCATIONAL AND TECHNICAL SCHOOLS, BOARDING OR ROOMING HOUSES, FRATERNAL OR CLUB FACILITIES, ESTABLISHMENTS OF THE BOTTLE VILLAGE IS PERMITTED; AND C) EACH PHASE OR SEQUENCE OF IMPROVEMENTS IN THE PROJECT WILL MEET ALL ORDINANCE REQUIREMENTS, UTILITIES, INFRASTRUCTURE AND GRADING SHALL BE DELIVERED TO EACH INDIVIDUAL PHASE AS EACH IS DEVELOPED.

7. RESIDENTIAL COMPONENT. THE ORIGINAL STANDARDS ALLOW FOR 320 MULTI-FAMILY UNITS, INCLUDING 50 WORK/LIVE UNITS CONSISTING OF RESIDENTIAL, OFFICE OR RETAIL USES, INCLUDING MULTI-FAMILY RESIDENTIAL DWELLING UNITS SHALL BE ALLOWED, NOT TO EXCEED 150 ADDITIONAL MULTI-FAMILY UNITS.

8. ACCESS. THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE TO THE EXTENT THAT THEY ARE APPLICABLE TO THE REZONING PLAN. FUTURE IMPROVEMENTS, ACCESS POINTS AND ROAD ARCHITECTURE MAY BE CHANGED, THE NUMBER OF ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE TO THE EXTENT THAT THEY ARE APPLICABLE TO THE REZONING PLAN. THE REZONING PLAN SHALL NOT REQUIRE A REZONING OF THE PROPERTY, BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS.

9. SUBDIVISION. THE PROPERTY IS ONE DEVELOPMENT AND MAY BE FURTHER SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION IS IN COMPLIANCE WITH APPLICABLE SUBDIVISION REGULATIONS, HOWEVER, RECONSTRUCTION, COMMUNICIZATION, OR SPECIFICATION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATION OF THE ORDINANCE, REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SEAV AND IMPROVEMENTS, IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN TO ALLOW FOR SUBDIVISION OF THE PROPERTY. ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT REQUIRES SUCH OWNER'S CONSENT TO A CHANGE IN THE PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT, ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL, THIS NOTE SHALL BE SHOWN ON THE FINAL PLAN WHEN RECORDED.

11. DESIGN ELEMENTS.

a. DESIGN ELEMENTS THAT EXCEED THE REQUIREMENTS OF THE ORDINANCE HAVE BEEN INCLUDED IN THIS REZONING PLAN TO ACHIEVE EXCEPTIONAL DESIGN. TOWN BOARD APPROVAL OF THIS REZONING PLAN CONSTITUTES APPROVAL OF UNIQUE DESIGN ELEMENTS SHOWN ON THE REZONING PLAN THAT ARE MINOR CHANGES FROM THE ORDINANCE, INCLUDING, BUT NOT LIMITED TO:

i. PARKING LOT CONNECTIVITY, VEHICULAR AND PEDESTRIAN CONNECTIONS AND STUBS TO ADJOINING PROPERTIES AS SHOWN ON THE PLAN;

ii. BLOCK HEIGHT, BUT NOT EXCEED SEVENTY FEET (70');
iii. THE HEIGHT OF THE URBAN WORKPLACE OR SHOFFRONT BUILDING CONTAINING OFFICE USES, COMMERCIAL USES AND CONFERENCE CENTER USES, IF ANY, SHALL NOT EXCEED ONE HUNDRED FIFTY FEET (150');
iv. THE HEIGHT OF THE URBAN WORKPLACE OR SHOFFRONT BUILDING CONTAINING MULTI-FAMILY UNITS SHALL NOT EXCEED EIGHTY-FIVE FEET (85');
v. PARKING DECK, AS A SHOWN ON THE REZONING PLAN, SHALL NOT EXCEED FIFTY-FIVE FEET (55'); PARKING DECK B, AS SHOWN ON THE REZONING PLAN, SHALL NOT EXCEED FIFTY FIVE FEET (55'); PROVIDED THAT ANY PORTION OF THE PARKING DECK THAT IS EXPOSED AT ANY POINT ABOVE ADJACENT STRUCTURES AND VISIBLE FROM PUBLIC STREETS SHALL MEET THE FOLLOWING ADDITIONAL REQUIREMENTS:

a. COMPLEMENT THE SCALE AND CHARACTER OF NEARBY DEVELOPMENT;
b. PROVIDE AN ARCHITECTURAL FACADE THAT BLEND WITH EXISTING STRUCTURES, THE FACADES SHALL INCLUDE BOTH VERTICAL AND HORIZONTAL TREATMENT THAT RESEMBLES PATTERNS AND ARCHITECTURE OF THE BUILDINGS WITHIN THE DEVELOPMENT, INCLUDING USE OF SIMILAR MATERIALS AND A SIMILAR RHYTHM OF WINDOW OPENINGS, ANY OPENINGS SHALL BE SCREENED USING DECORATIVE ELEMENTS SUCH AS GRILLWORK, LIVERS, GREEN WALLS, OR A SIMILAR TREATMENT;
c. PROVIDE PARKING DECK STRUCTURE WITH A ROOFTOP PARKING GARAGE THAT IS NO LESS THAN FOUR FEET (4') IN HEIGHT AS MEASURED FROM THE SURFACE OF THE ROOF IS REQUIRED;
d. PORTIONS OF THE PARKING DECKS NOT FRONTING OR VISIBLE FROM PUBLIC STREETS SHALL NOT BE SUBJECT TO THE ABOVE REQUIREMENTS.

b. GUIDELINES BUILDING ELEVATIONS WILL FOLLOW THE DESIGN GUIDELINES ESTABLISHED IN THE ORIGINAL STANDARDS, INCLUDING BUT NOT LIMITED TO:

i. BUILDING ELEVATIONS WILL BE DEFINED BY THE USE OF VERTICAL FORMS AND/OR OTHER ARCHITECTURAL DETAILS, PRIMARY ELEVATIONS (I.E. ELEVATIONS ALONG A PRIMARY STREET OR THE PRINCIPAL FORM OF ENTRY INTO A BUILDING) WILL ALSO BE ARTICULATED THROUGH THE USE OF COLOR, PATTERNING AND OTHER ARCHITECTURAL DESIGNING.

c. TABOO RESTRICTIONS. IN EVERY INSTANCE, THE SIZE, SCALE, SETBACK AND REAR YARD FOR EACH PARCEL DEVELOPED WITHIN THE PROJECT SHALL BE COMPATIBLE WITH THE OVERALL CHARACTER OF THE DEVELOPMENT, WITHIN THE PARAMETERS OF THESE MINIMUM STANDARDS, SETBACKS WILL BE UTILIZED IN A MANNER TO ENCOURAGE PEDESTRIAN ACTIVITY.

d. DRIVEWAYS AND STREETS. ALL STREETS SHALL BE PUBLIC STREETS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ORDINANCE, ALL STREETS AND HIGHWAY IMPROVEMENTS, TO THE EXTENT REQUIRED BY THE IA, WILL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS ESTABLISHED BY THE TOWN OF HUNTERVILLE. THE DESIGN OF THE DRIVEWAYS AND STREETS SHALL BE IN ACCORDANCE WITH THE DESIGNING WITH THE CREAL THE DESIGN.

e. OPEN SPACE. OPEN SPACE WILL BE DESIGNED TO INCORPORATE NATURAL DRAINAGE WAYS AND WOODED AREAS, WITH THE FOLLOWING TRANSPARENT OPEN SPACES ARE TO REMAIN AS OPEN SPACES ACCORDING TO THE ORIGINAL STANDARDS:

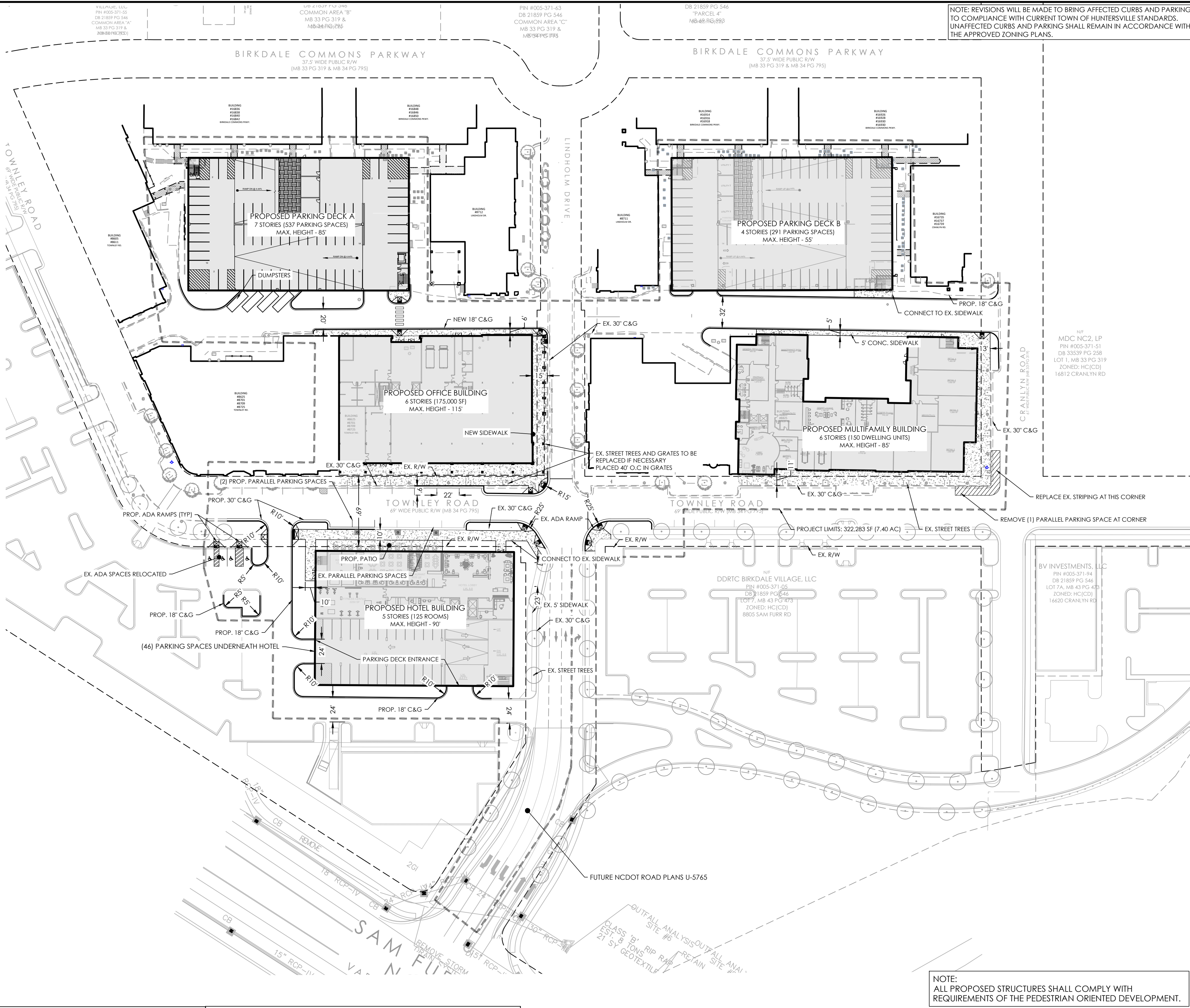
i. THIRSCOP PINELINE
ii. SCAWELL CREEK BEFFER
iii. MCM FURR FRONTAGE

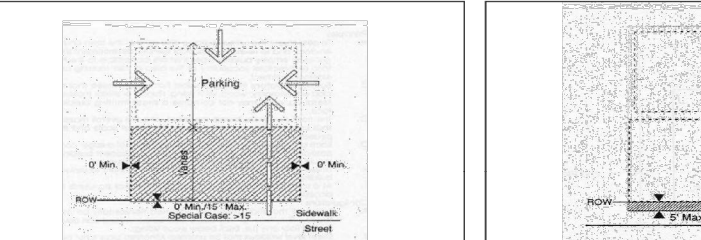
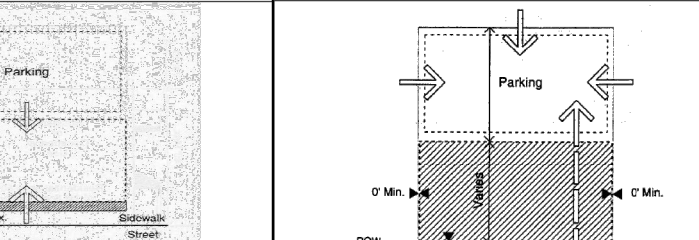
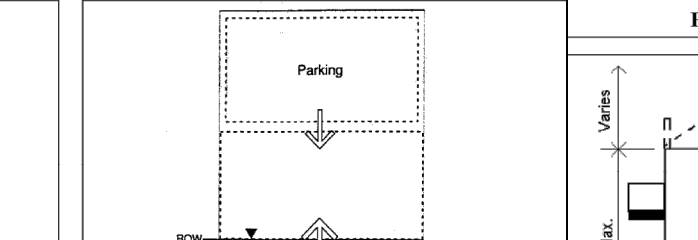
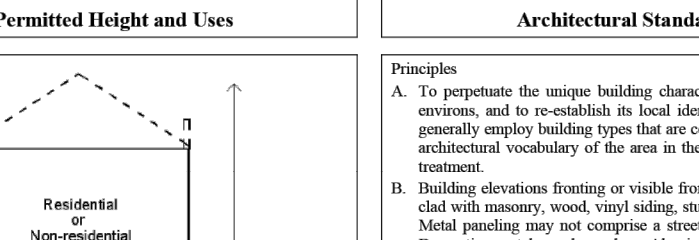
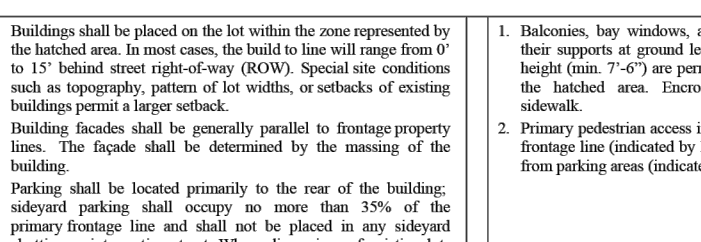
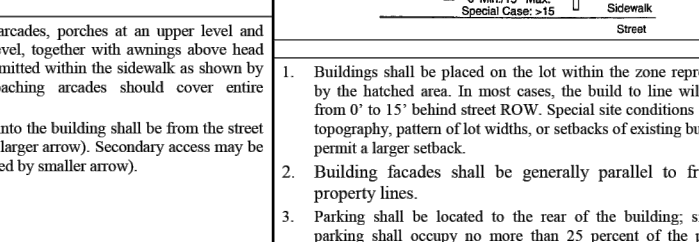
f. ADDITIONAL DESIGN ELEMENTS. SIGNS AND GRAPHICS, STORM WATER MANAGEMENT AND WATERSHED PROTECTION, ENTRYWAYS, BUFFER YARDS, LANDSCAPE AREAS AND SCREENING WILL FOLLOW THE GUIDELINES OF THE ORIGINAL STANDARDS.

g. ELEVATIONS AND PERSPECTIVES. CONCEPTUAL ELEVATIONS AND PERSPECTIVES SHOWING THE GENERAL THEME OF THE ARCHITECTURE WITHIN THE PROJECT HAVE BEEN SUBMITTED WITH THE REZONING PLAN. THE ARCHITECTURAL DESIGN WITHIN THE PROJECT SHALL BE IN ACCORDANCE WITH THE CREAL THE DESIGN.

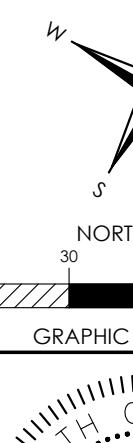
12. AFFORDABLE HOUSING. AT LEAST TEN (10) ATTAINABLE HOUSING UNITS SHALL BE PROVIDED AMONG THE RESIDENTIAL UNITS FOR A PERIOD OF FIVE (5) YEARS AFTER THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE APPLICABLE BUILDING.

ZONING SUMMARY FOR BIRKDALE VILLAGE	
CURRENTLY APPROVED GROSS AREA - <u>MAX. ALLOWABLE DEVELOPMENT</u>	INDOOR MOVIE THEATRE/FUTURE COMMERCIAL - 75,000 SF COMMERCIAL/RETAIL/RESTAURANT - 275,000 SF OFFICE - 160,000 SF RESIDENTIAL - 320 UNITS
EXISTING DEVELOPMENT	INDOOR THEATRE/FUTURE COMMERCIAL - 53,270 SF COMMERCIAL/RETAIL/RESTAURANT - 252,090 SF OFFICE - 150,829 SF RESIDENTIAL - 320 UNITS
PROPOSED DEVELOPMENT (AS A PART OF THIS REZONING)	INDOOR THEATRE/FUTURE COMMERCIAL - 53,270 SF COMMERCIAL/RETAIL/RESTAURANT - 213,805 SF (-38,285 SF) OFFICE - 272,829 SF (+122,300 SF) RESIDENTIAL - 470 UNITS (+150 UNITS) HOTEL - 125 ROOMS



Lot Type / Urban Workplace		Lot Type / Shopfront Building	
Building Placement/Parking/Vehicle Access	Encroachment/Pedestrian Access to Building	Building Placement/Parking/Vehicle Access	Encroachment/Pedestrian Access to Building
 1. Buildings shall be placed on the lot within the zone represented by the hatched area. In most cases, the build to line will range from 10' to 15' behind street right-of-way (ROW). Specific setbacks may vary by lot type. Setbacks, pattern of lot width, and setbacks of existing structures shall be preserved where applicable. 2. Building facades shall be generally parallel to frontage property lines. The facade shall be determined by the mounting of the building. 3. Parking shall be located primarily to the rear of the building. Any required parking shall occupy no more than 15% of the primary frontage line and shall not be placed in any adjacent street frontage area. When dimensions of existing lots are such that parking is required behind the building, the limitations on adjacent parking may be modified. 4. Points of permitted access to the parking indicated by arrows. 5. Hedges, garden walls, or fences may be built on property lines or at the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage line to be modified. 6. Parking areas on adjacent lots shall be connected wherever practicable. 7. Trash containers shall be located in a rear parking area (see Parking Regulations) and shall be screened from the right-of-way. 8. Mechanical and utility equipment at ground level shall be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (see 7.6.2). Buildings that cover no more than one public street may have mechanical and utility equipment located within a street-facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of situations limiting the location of mechanical and utility equipment may include, but are not limited to: the physical layout of existing building, the presence of easements, elevation changes, etc. 9. Building facades at street frontage lines shall be pedestrian-oriented and scaled to pedestrian scale.	 1. Balconies, bay windows, arcades, porches at an upper level and their supports at ground level, together with awnings above head height (min. 7'-6") are permitted within the sidewalk as shown by the hatched area. Encroaching arcades should cover entire sidewalk. 2. Primary pedestrian access into the building shall be from the street frontage line (indicated by larger arrows). Secondary access may be from parking area (indicated by smaller arrows). 3. Building facades shall be generally parallel to frontage property lines. 4. Parking shall be located to the rear of the building, adjacent parking shall occupy no more than 25 percent of the primary frontage line and shall not be placed in an established adjacent street frontage area. When dimensions of existing lots are such that parking is required behind the building, the limitations on adjacent parking may be modified. 5. Points of permitted access to the parking indicated by arrows. 6. Hedges, garden walls, or fences may be built on property lines or at the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage line to be modified. 7. Parking areas on adjacent lots shall be connected wherever practicable. 8. Trash containers shall be located in a rear parking area (see Parking Regulations) and shall be screened from the right-of-way. 9. 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Building Type / Urban Workplace		Building Type / Shopfront Building	
Permitted Height and Uses	Architectural Standards	Permitted Height and Uses	Architectural Standards
 1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof. 2. The height of parapet walls may vary depending upon the need to screen mechanical equipment. 3. Building height to the ridge may vary depending on the roof pitch. 4. Permitted uses are indicated above, and are further controlled by zoning district standards.	Principles A. To prepare the unique building character of the town and its environs, and to avoid a loss of local identity, development shall generally employ building types that are compatible to the historic architectural vocabulary of the area in their massing and external treatment. B. Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal purling may not comprise a street-facing building face. Decorative metal panels, such as Aluminum Composite Material (ACM) panels, may be used as an accent or trim material and as cladding for building screen elements such as canopies and their supporting structures. However, decorative metal panel accents may not exceed 50% of any facade visible from the street. C. The street elevation facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment. D. Existing buildings should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration. E. Trailers (mobile units) may not be used as permanent shopfront buildings. Configurations A. Two wall materials may be combined horizontally on one facade. The "heavier" material should be below and can cover the first floor only (i.e. brick below wood siding). B. Street level windows should be unadorned. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location. C. Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons. Techniques A. Windows should be set to the inside of the building face wall. B. If shopfront equipment shall be enclosed in a building face that matches the structure or is visually compatible with the structure.	 1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof. 2. The height of parapet walls may vary depending upon the need to screen mechanical equipment. 3. Building height to the ridge may vary depending on the roof pitch. 4. Permitted uses are indicated above, and are further controlled by zoning district standards.	Principles A. To prepare the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials. B. Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal purling may not comprise a street-facing building face. C. The street elevation facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment. D. Existing buildings should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration. E. Trailers (mobile units) may not be used as permanent shopfront buildings. Configurations A. Two wall materials may be combined horizontally on one facade. The "heavier" material should be below and can cover the first floor only (i.e. brick below wood siding). B. Street level windows should be unadorned. Tinted glass with a minimum visual transmittance factor of 35 is permitted. Mirrored or reflective glass is not permitted in any location. C. Windows shall be of square or vertical proportion. Special windows may be circular or regular polygons. Techniques A. Windows should be set to the inside of the building face wall. B. All shopfront equipment shall be enclosed in a building face that matches the structure or is visually compatible with the structure.

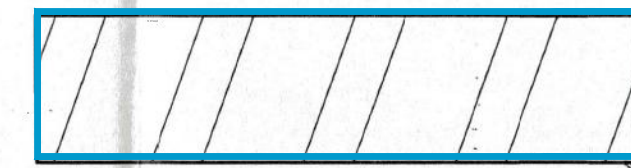
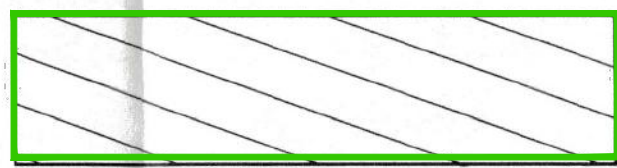
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SC ENGINEERING BOARD LICENSE # COA 7055	
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BIRKDALE VILLAGE REZONING PIN #00537157, 00537197, 00537329 LINDHOLM DR AND TOWNLEY RD., HUNTERVILLE NC 28078	REZONING PLAN
REVISIONS:	
Z03 - REZONING PLAN.DWG	
PROJECT NUMBER: 222020	
DATE: 10/07/2024 DRAWN BY: TSF	
Z03 5	
SHEET OF	

FOREST CITY AREA BMP
WALKS/PLAZAS, ETC.=2.1± AC.
BUILDS./STRUCTURES=4.4± AC.
ROADS/PARKING=8.0± AC.
PERVIOUS=1.5± AC.
TOTAL=16.0 ±Ac.

BIRKDALE BMP @ HOLE #18
IMPERVIOUS AREA = 10.91 ±AC
PERVIOUS=3.0± AC.
TOTAL=13.9±Ac.

PROP. BMP
WALKS/PLAZAS, ETC.=1.22± AC.
BUILDS./STRUCTURES=2.6± AC.
ROADS/PARKING=7.11± AC.
PERVIOUS=3.77± AC.
TOTAL=14.7±Ac.



PREVIOUS PERMITTED AREA:
IMPERVIOUS = 5.66 ac
PERVIOUS = 1.28 ac
TOTAL = 6.94 ac

BUILDING 4E AREA:
IMPERVIOUS = 1.06 ac
PERVIOUS = 0.29 ac
TOTAL = 1.35 ac

BUILDING 8D AREA:
IMPERVIOUS = 1.04 ac
PERVIOUS = 0.40 ac
TOTAL = 1.44 ac

POOL AREA:
IMPERVIOUS = 0.50 ac
PERVIOUS = 0.10 ac
TOTAL = 0.60 ac

BLOCK 8 AREA:
IMPERVIOUS = 1.64 ac
PERVIOUS = 0.61 ac
TOTAL = 2.25 ac

NO IMPERVIOUS CHANGE
WITHIN THIS DRAINAGE AREA

DECREASE OF 98 SF WITHIN THIS
DRAINAGE AREA

DECREASE OF 908 SF OF IMPERVIOUS
WITHIN THIS DRAINAGE AREA

PROP. BMP

BIRKDALE BMP @ HOLE #18

PROPOSED BLOCK 7 AREA:
IMPERVIOUS = 0.65 ac
PERVIOUS = 0.15 ac
TOTAL = 0.80 ac

CLUBHOUSE AREA:

SHEET FROM ORIGINAL BIRKDALE VILLAGE
PLANS FOR REFERENCE ONLY.

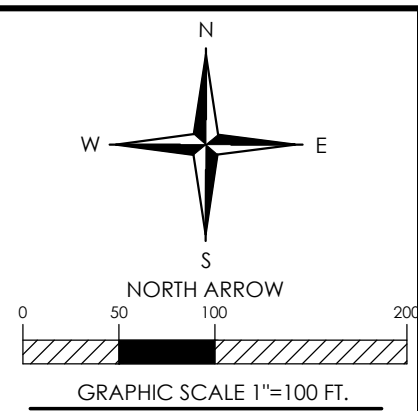


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LICENSE # C-614
SC ENGINEERING BOARD
LICENSE # CCM 7055
SC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # LAF 477



BIRKDALE VILLAGE REZONING

PIN #00537157, 00537197, 00537329

LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

BMP IMPERVIOUS EXHIBIT

REVISIONS:

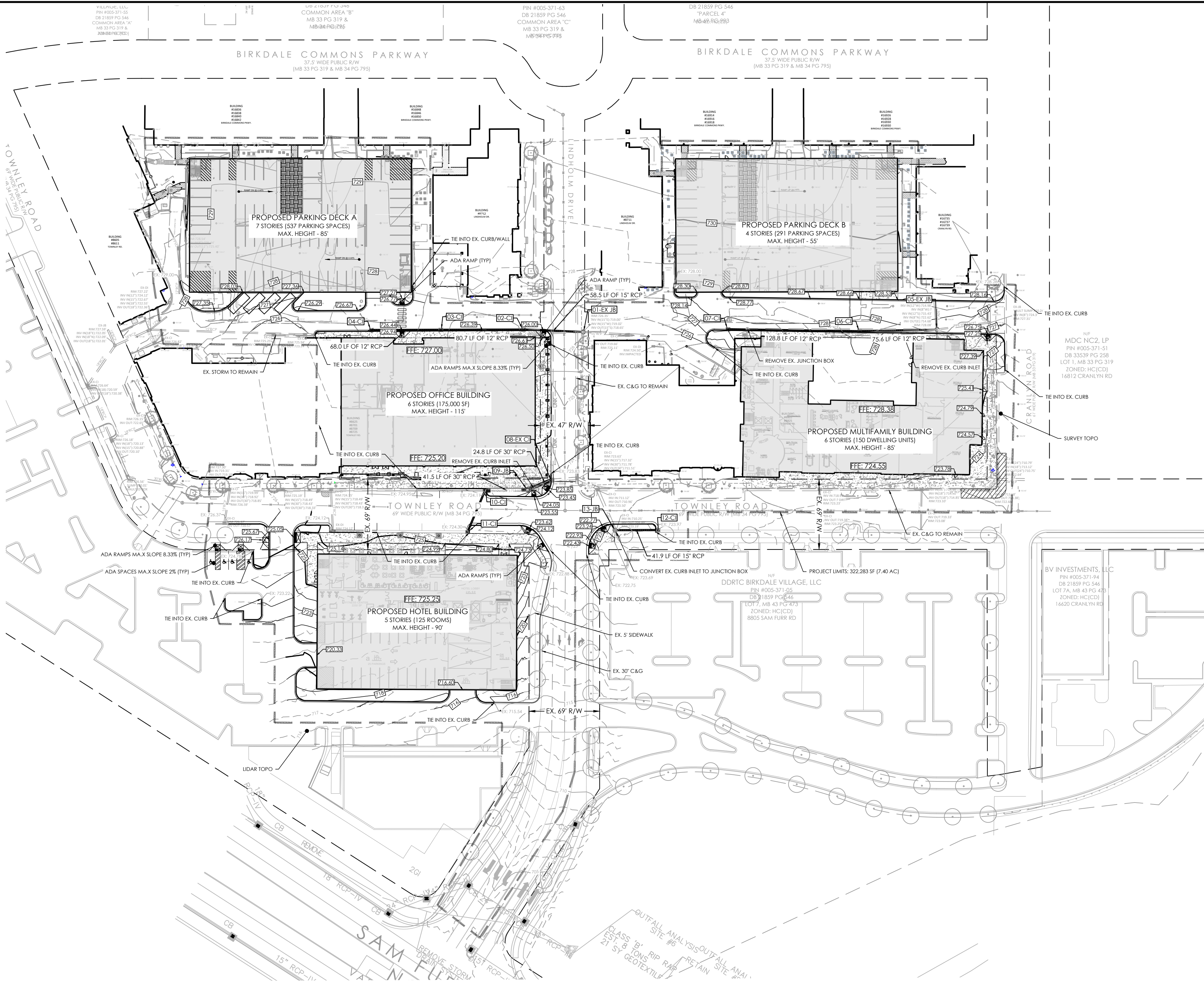
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PROJECT NUMBER: 222020
DATE: 10/07/2024 DRAWN BY: TSF
SHEET 5 OF 5

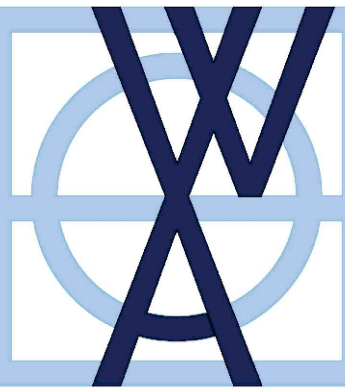


Know what's below.
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Structure Table	
Structure Name	Structure Details
01-EX-JB	RIM = 720.539 PIPE 1 INV IN = 719.020
02-CI	RIM = 721.334 PIPE 2 INV IN = 719.805 PIPE 1 INV OUT = 719.605
03-CI	RIM = 722.250 PIPE 3 INV IN = 720.812 PIPE 2 INV OUT = 720.612
04-CI	RIM = 726.757 PIPE 3 INV OUT = 722.172
05-EX-JB	RIM = 717.568 PIPE 4 INV IN = 715.630
06-CI	RIM = 718.508 PIPE 5 INV IN = 717.341 PIPE 4 INV OUT = 717.141
07-CI	RIM = 726.019 PIPE 5 INV OUT = 719.918
08-EX-CI	RIM = 720.878 PIPE 6 INV IN = 712.080
09-JB	RIM = 723.250 PIPE 7 INV IN = 716.500 PIPE 6 INV OUT = 712.328
10-CI	RIM = 724.000 PIPE 8 INV IN = 718.165 PIPE 7 INV OUT = 716.915
11-CI	RIM = 724.318 PIPE 8 INV OUT = 719.043
12-CI	RIM = 714.032 PIPE 9 INV OUT = 711.927
13-JB	RIM = 723.998 PIPE 9 INV IN = 710.250

Pipe Table				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
PIPE 1	15"	58.53'	1.00%	RCP
PIPE 2	12"	80.72'	1.00%	RCP
PIPE 3	12"	67.99'	2.00%	RCP
PIPE 4	12"	75.57'	2.00%	RCP
PIPE 5	12"	128.84'	2.00%	RCP
PIPE 6	30"	24.83'	1.00%	RCP
PIPE 7	30"	41.53'	1.00%	RCP
PIPE 8	15"	43.90'	2.00%	RCP
PIPE 9	15"	41.94'	4.00%	RCP



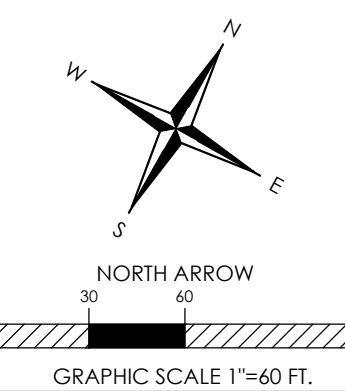


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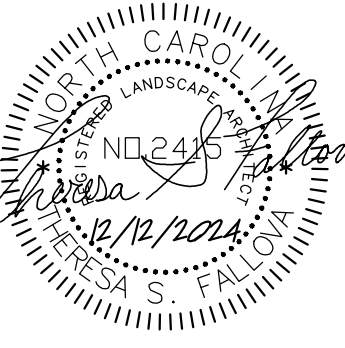
121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

NC ENGINEERING BOARD
LICENSE # P-2743
NC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # C-614
SC ENGINEERING BOARD
LICENSE # C-04 7055
SC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # LAF 477



NORTH ARROW

GRAPHIC SCALE 1"=60 FT.



BIRKDALE VILLAGE REZONING

PIN #00537157, 00537197, 00537329

LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

PRELIM GRADING PLAN

REVISIONS:	

Z04 - PRELIM GRADING DWG	
PROJECT NUMBER:	222020
DATE: 10/07/2024	DRAWN BY: TSF
SHEET	Z04 OF 5



811

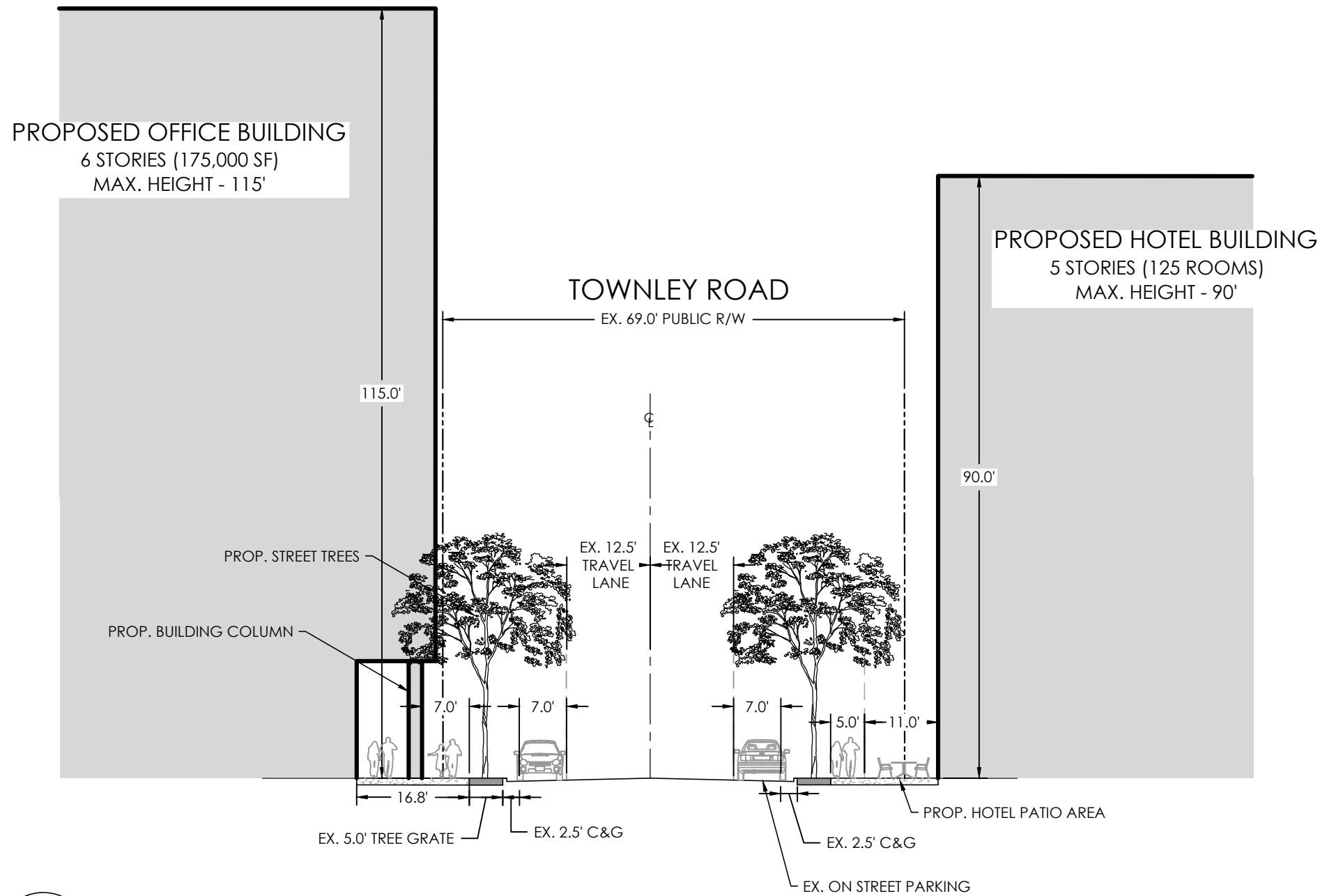
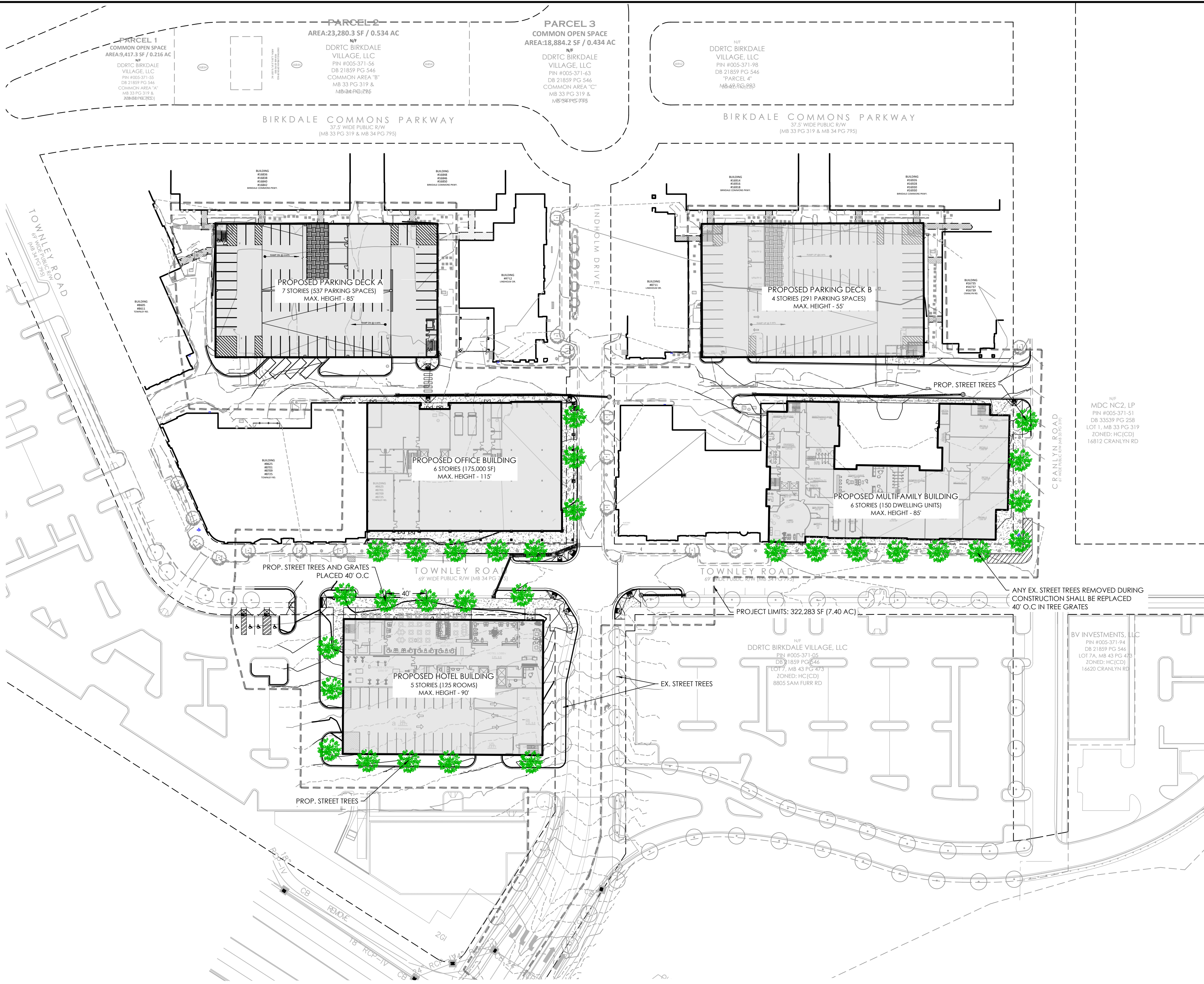
Know what's below.
Call before you dig.

LEGEND

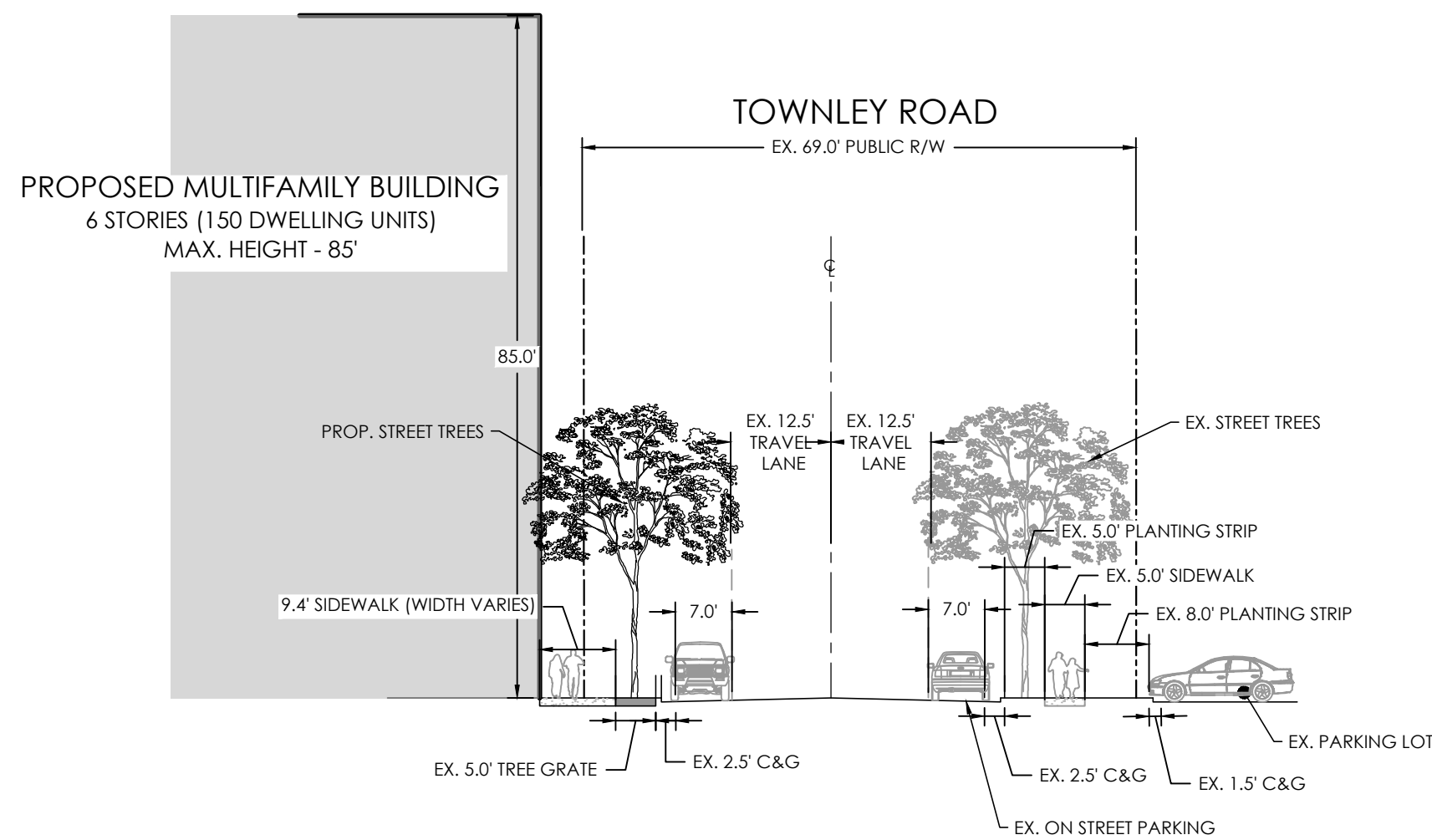
 PROPOSED STREET TREES

 EXISTING STREET TREES TO REMAIN

PLEASE NOTE: TREE LOCATION ARE CONCEPTUAL IN NATURE, SUBJECT TO CHANGE WITH FULL DESIGN AT PRELIMINARY PLANS.



1 OFFICE/HOTEL STREET SECTION



2 MULTIFAMILY STREET SECTION

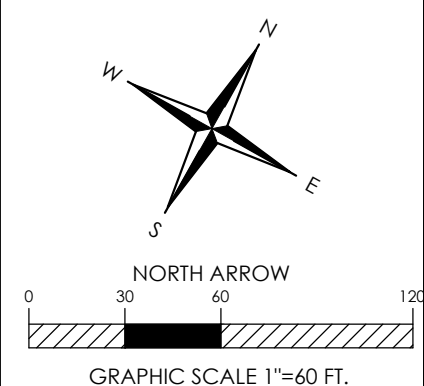


**W&A
ENGINEERING**

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

121 GILEAD RD
HUNTERSVILLE, NC 28078
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NC ENGINEERING BOARD
LICENSE # P-2743
NC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # C-614
SC ENGINEERING BOARD
LICENSE # CCM 7055
SC LANDSCAPE ARCHITECTURAL BOARD
LICENSE # LAF 477



BIRKDALE VILLAGE REZONING

PIN #00537157, 00537197, 00537329

LINDHOLM DR AND TOWNLEY RD, HUNTERSVILLE NC 28078

PRELIM LANDSCAPE PLAN

REVISIONS:	

Z05 - PRELIM LANDSCAPE PLAN.DWG	
PROJECT NUMBER:	222020
DATE: 10/07/2024	DRAWN BY: TSF
SHEET	5



Birkdale Village Rezoning (R24-11)

Community Meeting Report

Date: December 16, 2024

Time: 6:00pm – 7:00pm

Location: Community in Christ Lutheran Church, Cornelius, NC 28031

Roster of Persons in Attendance: **See attached sign-in sheets**

Agenda:

1. Applicant presentation & rezoning description
2. Neighborhood attendees' question & answer session

Applicant and the attendees discussed the following comments and questions:

Presentation & General Discussion

- The Applicant shared the PowerPoint presentation attached to this Community Meeting Report.

Huntersville Infrastructure

- General comments concerned about the lack of infrastructure in the Birkdale surrounding areas.
- General comment that once the CATS redline is complete all the businesses will want to be near those stations, making the Birkdale Village area obsolete.
- Concerns that there are already apartments and developments in the area and that Huntersville is not ready for the Birkdale improvements.

Birkdale Upgrades & Improvements

- A resident commented that the Birkdale owners made a mistake when they removed the local vendors and added national retailers. They also made a mistake adding the small vendor space to the Plaza on Birkdale Commons Parkway.
- One resident in the front row called everyone on the development team “clowns” for coming back with this request.
- One resident commented that the developers only want to increase the value of the property so they can turn around and sell it to an investor.
- General comment by one resident that they encourage more retail or residential space in Birkdale they just cannot accept the office component.
- One resident claimed that the proposed office building would make Birkdale Village look like Charlotte and that if they wanted to do this, they should have done it 20 years ago.
- A couple of residents said that they have no problems with improvements and development, but they are concerned about the design of the office building. Many neighbors did not like the original design, and they are not happy that the original design is

still an option. One of the residents stated that she preferred the second option for the office design.

- One resident requested that the developer do something in Birkdale more akin to Optimist Hall in Charlotte.

Transportation & Traffic

- One resident commented that traffic is so bad at Birkdale Village that he is unable to see across the lawn or cross the street when he is walking around the property.
- Some neighbors claimed that all these new improvements will make traffic worse and the people in the area don't want this.
- Comment regarding the current state of the intersections between Sam Furr Road and Birkdale. The resident stated that multiple intersections have an F grade and that the Birkdale improvements should not be allowed until the NCDOT improvements to Sam Furr are complete.
- One resident stated that they don't live in Birkdale but thinks that the improvements to Birkdale Commons Parkway have made problems worse. They concluded by saying that the addition of a parking garage would help alleviate some of these problems.

Parking & Neighborhood Streets

- Comment stating that Birkdale is only adding 109 parking spaces and that this amount will not make a difference to the parking issues on the property.
- One resident mentioned that she worked at Talbot's in Birkdale for 5 years until they were forced out in October. She said that many customers would complain about parking, then Cheesecake Factory moved in and took up even more parking. She suggested that Birkdale Village make the office parking deck available for all of the public 24/7 to increase parking particularly for the area around Cheesecake Factory.
- Concerns that Birkdale customers are parking in and cutting through the Greens at Birkdale neighborhood.
- Multiple residents asked the developer and Town staff/Commissioners in attendance to come visit them at their houses to experience the parking/traffic problems.
- There is a detention pond in the neighborhood that cars park around, clogging up the roads even more.
- Residents want some type of traffic restriction to stop people from cutting through the Greens neighborhood and parking illegally on streets and open space.
- A resident requested that the parking deck be staffed with an attendant 24/7 to increase security of the deck.

Security & Safety

- General comment that increased traffic brings increased crime.
- Comment from one resident saying that there was supposed to be increased police surveillance and security in Birkdale. The resident claims that police are present, but they just sit in their cars on their phones and don't do anything to stop illegal street parking, often times parking illegally themselves. More claims that the cops are directed to not ticket

drivers/parked cars because it would hurt the Birkdale businesses. Resident also says that ambulances and police don't even come to the Greens at Birkdale because they can't drive down the streets.

Questions

***Answers in bold**

Huntersville Infrastructure

- What is the cost to the Town for this development (fire, schools, police, etc.)?

Birkdale Upgrades & Improvements

- If these improvements are worth \$200 million then how is the property tax only going to be \$200,000+ per year? **This was a conservative estimate based on the current tax rate in Huntersville. The improvements will be replacing some current buildings so the \$200,000 estimate is based on the net increase in property taxes with the new improvements. The Applicant will continue to determine the exact property tax increase, but that number will be over \$200,000 a year.**
- How was the Applicant able to resubmit their application? Doesn't Huntersville require that substantive changes need to be made to the application prior to resubmission? **The Town requirement for resubmission is 1 year after denial. The original rezoning was denied in March of 2023 and the new application was submitted in November 2024.**
- Recent years have seen an increase in work-from-home (WFH), is there a demand for this type of office space? **Recent trends in Charlotte and other areas show that there is a return to office movement for larger companies and some medium-sized companies are following suit (especially on the East coast). Workers are returning to the office on a flex schedule sometimes only 3-4 days a week and they need more amenities to incentivize a move away from the WFH model. There is currently no Class A office space like this in Huntersville.**
- If this rezoning goes through is there any plan to put a nice steakhouse like a Morton's or Capital Grille in one of the spaces? **There are no definitive plans for tenants yet, but the hotel will have a 3,000 square foot full-service restaurant and bar.**
- Are there any plans to put a rooftop bar on the roof of the hotel? It would be nice to have cocktails overlooking Birkdale. **These discussions would take place when a tenant for the hotel is identified after the rezoning process.**
- Does the developer have any confirmed/committed tenants? **Not yet, these discussions would most likely occur after the rezoning process.**
- There was just a large storm that came through North Carolina (Hurricane Helene) and that damage required a lot of construction workers to go to the western part of North Carolina to assist in the rebuilding effort. More workers are still needed. Concerning the construction jobs needed/created by this project, will the developer be able to staff the necessary number of workers? **The developer does not foresee this to be a problem. Furthermore, proactive trade programs are coming back to help supplement the construction worker base.**

- Why do you think the project didn't pass last time, why was it denied? **The previous rezoning went through a quasi-judicial special use permit process and the restrictions & requirements ultimately made it too difficult for staff and Commissioners to support.**
- Is it public knowledge what Jamestown paid for Birkdale Village? **No.**
- Has there been a hotel occupancy study in Huntersville to determine the need for a new hotel? **This would be a boutique hotel unlike any currently in Huntersville. The hotel comes with a full-service restaurant/bar along with meeting & event space.**
- Can the developer estimate the total property value for Birkdale? How much could they sell it for with these rezoning entitlements?

Transportation & Traffic

- Does the Town have any requirements for conducting the traffic study or traffic counts? **The Town has rules around when the traffic counts are taken to ensure accurate numbers. For example, traffic counts cannot be taken during the summer months when school is not in session.**
- When was the Traffic Impact Analysis (TIA) count conducted? **This TIA count was taken in late April and early May of 2024.**
- The Birkdale neighbors need another exit out of the development. The Town had plans for Townley Bridge at one point but that never happened. There is already a pedestrian bridge that connects to Northcross Drive, is there a possibility of building a vehicular bridge over Townley? **Birkdale is dedicating land for the future Townley vehicular bridge. The bridge will need to be designed and planned to determine where the land will be dedicated.**
- If the TIA was completed in April then why is it not public knowledge and on the Town's website? **There is internal work that the Town must do prior to making it public. The Town planners and engineers are working on some revisions before it is finalized.**
- Did the TIA take into account any other approved or under construction projects in the area? **Yes, the TIA takes into account approved and under construction projects when determining required street improvements.**
- **I have lived in the Greens at Birkdale for 3 years and traffic keeps getting worse, what will these new additions do to the residents in the Green?**

Parking & Neighborhood Streets

- The neighborhood streets and parking spaces are already clogged with cars, where will the valet service park vehicles? **Parking is managed by a parking management company and they have a Parking Plan in the works to address valet concerns. They have identified less dense areas where parking spots are more readily available. Furthermore, the new larger parking deck will serve as a centralized parking location and encourage parking away from the neighborhood.**
- **The neighborhood streets are packed with cars parked on both sides, firetrucks and other emergency vehicles are unable to get into the neighborhood. The Sam Furr Road improvements will not fix these problems, what can Birkdale do to address this?**

- Can the developer add more levels to the parking deck or at least let the public park on more levels 24/7? **The intent is to open the office parking deck to the public after 5pm on weekdays and 24/7 on weekends when Birkdale is the most crowded.**
- Once the parking deck is complete how will Birkdale ensure that people actually park in the garage and not in the neighborhood? **The developer is going to continue discussions with the Town to try to create a mechanism to restrict neighborhood parking (parking tags, signage, etc.).**
- What are the heights of the parking garages? **Parking deck A is 80' and parking deck B is 50'.**
- Will the parking decks charge for parking? **No, the decks will not charge for parking.**

Security & Safety

- Does the developer have any intention of adding more security personnel on site? Could they hire armed security personnel or off-duty officers to patrol the property? Could they hire an ex-marine, navy seal or someone with some “teeth” to dish out justice? **Birkdale Village added more security cameras in the last 3 months, and they already supplement security with the Huntersville Police Department. Birkdale will discuss other options to increase security and continue to get feedback from the neighbors and visitors.**
- What is the crime prevention program/strategy for the parking decks? **Birkdale has added a number of new cameras over the last 3 months as well as increased security personnel. They are open to exploring more security features to ensure safe parking in both decks.**
- What is preventing Birkdale from charging for parking? **Most of the shop leases in Birkdale do not allow for paid parking.**
- Could a third parking deck be added on the movie theater parking lot? **Parking is shared throughout all of the commercial property in Birkdale but that parking lot is still owned by the movie theater, any improvements to that space would require cooperation from the movie theater.**
- Where is overflow parking and what will happen if all the spots in Birkdale are taken? **Birkdale is exploring options for overflow parking including valet parking and shuttle parking from adjacent developments with open parking spaces.**

Current Birkdale Tenants

- Is Barnes & Noble leaving Birkdale? **Barnes & Noble's lease ends in 2026-2027 and they are looking for a smaller space to move into because they no longer operate stores of this size. Barnes & Noble are in discussions with Jamestown to find another spot.**
- What is going to happen to Dick's Sporting Goods? **Similar to Barnes & Noble they are going through some internal decisions that could require a different sized space but they are still under lease for the next few years.**
- Will the Apple Store be leaving? **No, the Apple Store will remain in its current location and nothing will be built on top of it.**
- Will the old Total Wine store be leaving? **No, that store will remain in Birkdale.**

COMMUNITY MEETING

SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm

R24-11 Birkdale Village Rezoning

Location: Community in Christ Lutheran Church
7621 Norman Island Drive, Cornelius, NC 28031

ATTENDEE NAME
Gail + Bill Horver
M Betzel
GREG + DONNA LANDGREN
M Eugene
Shannon + Brien Rice
Katherine Nielsen
Marcus Miller
Fritz & Christy Kramer
Sheila Wilzen
Sharon McQuillan

COMMUNITY MEETING

SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm
R24-11 Birkdale Village Rezoning
Location: Community in Christ Lutheran Church
7621 Norman Island Drive, Cornelius, NC 28031

ATTENDEE NAME
Frank Logano
TAD BLOWIN
MERLIN VILLAR
Suzanne Villar
Dick O'Shaughnessy
Donna Giolino
Dave Yochum
Trish Beyan
Linda Angele

COMMUNITY MEETING

SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm

R24-11 Birkdale Village Rezoning

Location: Community in Christ Lutheran Church

7621 Norman Island Drive, Cornelius, NC 28031

[illegible]

COMMUNITY MEETING

SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm

R24-11 Birkdale Village Rezoning

Location: Community in Christ Lutheran Church

7621 Norman Island Drive, Cornelius, NC 28031

ATTENDEE NAME	
Kathy Threse	9525 Levenshire Lane Huntersville
Ray McLean	8003 Parkview Dr. Huntersville
Laurie Long, Esq.	17021 Carlton Way Rd Huntersville
Susan Henderson	
Brian Richards	TOH
Helen Mason	17025 Carlton Way Road Huntersville
DELEK, REEF	11228 Cawge Ave Ln 28028
Cathy & Henry Marconi	8365 Brickhe Ln Huntersville
Laurin Nichols	17315 Inglewood Lane Huntersville

COMMUNITY MEETING
SIGN IN SHEET

December 16, 2024, 6:00pm to 7:00pm
R24-11 Birkdale Village Rezoning
Location: Community in Christ Lutheran Church
7621 Norman Island Drive, Cornelius, NC 28031

ATTENDEE NAME	
FRANC Gamm on	DANIEL RIBOLL
Susan Gamm on	BOB Mc GILVERIN
Alisa Bergsman	Alisia Bergsman
Andy Tallows	Eric Winkler
JOAN Kankowskie	Maddie KLANE
Burt Harold	Shari Gomilla
Errol Gerais	Jon Boggiano
T. Davis	Liz Bowen-
M Turetsky	Kerry Edelstein

Community Meeting Notices

Project Name	R24-11 Birkdale Village Rezoning
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Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be sent and incorporated into the application for this project.

The following persons and organizations were sent notices of the community meeting (first and last name)

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
DDRTC Birkdale Village LLC	537157	11/29/2024	Certified Mail	Property Owner
DDRTC Birkdale Village LLC	537197	11/29/2024	Certified Mail	Property Owner
DDRTC Birkdale Village LLC	537329	11/29/2024	Certified Mail	Property Owner
141 Providence Road LLC	537331	11/29/2024	Certified Mail	Within 250 ft of
AVVA Advisory Group LLC	537618	11/29/2024	Certified Mail	Within 250 ft of
Thomas S. Barilari	537704	11/29/2024	Certified Mail	Within 250 ft of
Linda B. Barnes	537550	11/29/2024	Certified Mail	Within 250 ft of
Birkdale Real Estate Investors LLC	914142	11/29/2024	Certified Mail	Within 250 ft of
Birkdale Real Estate Investors LLC	914143	11/29/2024	Certified Mail	Within 250 ft of
Birkdale Village LLC	537152	11/29/2024	Certified Mail	Within 250 ft of
Birkdale Village LLC	537153	11/29/2024	Certified Mail	Within 250 ft of
Bobs LLC	914137	11/29/2024	Certified Mail	Within 250 ft of
Bobs LLC	914139	11/29/2024	Certified Mail	Within 250 ft of
BV Investments LLC	537194	11/29/2024	Certified Mail	Within 250 ft of
Halit Faruk Celebkolu	537729	11/29/2024	Certified Mail	Within 250 ft of
Joe A. Cochrane Jr.	537620	11/29/2024	Certified Mail	Within 250 ft of
Israel Caballero Jr.	537620	11/29/2024	Certified Mail	Within 250 ft of
Dana P. Davis	537615	11/29/2024	Certified Mail	Within 250 ft of
Tammy L. Davis	537615	11/29/2024	Certified Mail	Within 250 ft of
Dana Davis	537733	11/29/2024	Certified Mail	Within 250 ft of
Tammy Davis	537733	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537105	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537402	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537154	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537155	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537156	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537157	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537329	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537161	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537163	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537197	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537330	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537112	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537113	11/29/2024	Certified Mail	Within 250 ft of
DDRTC Birkdale Village LLC	537114	11/29/2024	Certified Mail	Within 250 ft of
Barry L. Draughon	537623	11/29/2024	Certified Mail	Within 250 ft of
Beth H. Draughon	537623	11/29/2024	Certified Mail	Within 250 ft of

Jared J. Engelbrecht	537731	11/29/2024	Certified Mail	Within 250 ft of
Kiera L. Mann	537731	11/29/2024	Certified Mail	Within 250 ft of
Richard Gordon Fallon III	537529	11/29/2024	Certified Mail	Within 250 ft of
Fallows Family Revocable Trust	537702	11/29/2024	Certified Mail	Within 250 ft of
Eric J. Felice	537619	11/29/2024	Certified Mail	Within 250 ft of
Tara M. Felice	537619	11/29/2024	Certified Mail	Within 250 ft of
Fifth Third Bank	537492	11/29/2024	Certified Mail	Within 250 ft of
Priscilla Freda Trust EFR Realty	537527	11/29/2024	Certified Mail	Within 250 ft of
Gay Rudisill Living Trust	537608	11/29/2024	Certified Mail	Within 250 ft of
Gemini Investment Group LLC	914138	11/29/2024	Certified Mail	Within 250 ft of
Haylee L. Gordon	537612	11/29/2024	Certified Mail	Within 250 ft of
Kimberly Gordon	537621	11/29/2024	Certified Mail	Within 250 ft of
Matthew Rorech	537621	11/29/2024	Certified Mail	Within 250 ft of
James Burton Harold	537610	11/29/2024	Certified Mail	Within 250 ft of
Teresa F. Harold	537610	11/29/2024	Certified Mail	Within 250 ft of
Andrew J. Houston	537548	11/29/2024	Certified Mail	Within 250 ft of
Savannah L. Houston	537548	11/29/2024	Certified Mail	Within 250 ft of
Philip Hughes	537546	11/29/2024	Certified Mail	Within 250 ft of
Katherine Hughes	537546	11/29/2024	Certified Mail	Within 250 ft of
Huntersville Office Owners LP	537202	11/29/2024	Certified Mail	Within 250 ft of
James D. Jones	537730	11/29/2024	Certified Mail	Within 250 ft of
Maria F. Junker	537616	11/29/2024	Certified Mail	Within 250 ft of
Lake Norman Real Estate Investors LLC	914117	11/29/2024	Certified Mail	Within 250 ft of
Harry W. Mayhall	537607	11/29/2024	Certified Mail	Within 250 ft of
Andrea McCall	537606	11/29/2024	Certified Mail	Within 250 ft of
Richard McCall	537606	11/29/2024	Certified Mail	Within 250 ft of
MDC NC2 LP	537151	11/27/2024	Certified Mail	Within 250 ft of
Mecklenburg County	537162	11/29/2024	Certified Mail	Within 250 ft of
Mecklenburg County	537196	11/27/2024	Certified Mail	Within 250 ft of
Randy H. Moose	537605	11/27/2024	Certified Mail	Within 250 ft of
Taska H. Moose	537605	11/27/2024	Certified Mail	Within 250 ft of
Narsi Development Birkdale LLC	914141	11/27/2024	Certified Mail	Within 250 ft of
Enrique Paredes-Tables	537603	11/27/2024	Certified Mail	Within 250 ft of
Lila Yacaman-Flores	537603	11/27/2024	Certified Mail	Within 250 ft of
Enrique Paredes-Tables	537614	11/27/2024	Certified Mail	Within 250 ft of
Lila Yacaman-Flores	537614	11/27/2024	Certified Mail	Within 250 ft of
Ana Cristina Peterson	537614	11/27/2024	Certified Mail	Within 250 ft of
Matthew David Peterson	537614	11/27/2024	Certified Mail	Within 250 ft of
Brian J. Rice	537601	11/27/2024	Certified Mail	Within 250 ft of
Shannon H. Rice	537601	11/27/2024	Certified Mail	Within 250 ft of
David E. Roop Jr.	537701	11/27/2024	Certified Mail	Within 250 ft of
Anna-Marie Christello-Roop	537701	11/27/2024	Certified Mail	Within 250 ft of
Sarah Rose	537547	11/27/2024	Certified Mail	Within 250 ft of
Brian Ruede	537613	11/27/2024	Certified Mail	Within 250 ft of
Albert Rusnak Jr.	537622	11/27/2024	Certified Mail	Within 250 ft of
Linda L. Rusnak	537622	11/27/2024	Certified Mail	Within 250 ft of
Daniel M. Schubert	537617	11/27/2024	Certified Mail	Within 250 ft of

Janet A. Schubert	537617	11/27/2024	Certified Mail	Within 250 ft of
Kenneth W. Springer	537609	11/27/2024	Certified Mail	Within 250 ft of
Don Paul Stevens	914133	11/27/2024	Certified Mail	Within 250 ft of
Anne Chavre Stevens	914133	11/27/2024	Certified Mail	Within 250 ft of
Kyle J. Stillson	537604	11/27/2024	Certified Mail	Within 250 ft of
David E. Stukbauer	537732	11/27/2024	Certified Mail	Within 250 ft of
Theresa M. Stukbauer	537732	11/27/2024	Certified Mail	Within 250 ft of
Ellen Therese Sweeney	537703	11/27/2024	Certified Mail	Within 250 ft of
Ellen Therese Sweeney R/L/T	537705	11/27/2024	Certified Mail	Within 250 ft of
Trivest Holdings Group LLC	537494	11/27/2024	Certified Mail	Within 250 ft of
Merlin M. Villar Jr.	537611	11/29/2024	Certified Mail	Within 250 ft of
Suzanne O. Villar	537611	11/29/2024	Certified Mail	Within 250 ft of
Ineke C. Wilson	537549	11/29/2024	Certified Mail	Within 250 ft of
Robert O. Wilson	537549	11/29/2024	Certified Mail	Within 250 ft of
Becky A. Wood	537602	11/29/2024	Certified Mail	Within 250 ft of
Cameryn Elise Properties	537401	11/29/2024	Certified Mail	Neighborhood as
CSP Community Owner LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Fairway Birkdale II LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Greens at Birkdale Village	N/A	11/29/2024	Certified Mail	Neighborhood as
mes at Birkdale Village Homeowners As	N/A	11/27/2024	Certified Mail	Neighborhood as
Alcove Birkdale XIV LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Birkdale Homeowners Assoc. Inc.	N/A	11/29/2024	Certified Mail	Neighborhood as
Birkdale Multifamily LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Cook Farms Inc.	N/A	11/29/2024	Certified Mail	Neighborhood as
Fairway-Birkdale LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Glenfurness Homeowners Association	N/A	11/29/2024	Certified Mail	Neighborhood as
IVT Northcross Center Huntersville, LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Kenton Community Assoc. Inc.	N/A	11/29/2024	Certified Mail	Neighborhood as
The Landings Apartments LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
MAR Fariways LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Northcross Master Association Inc.	N/A	11/29/2024	Certified Mail	Neighborhood as
Reserve at Kenton Place (NC) Owner LLC	N/A	11/29/2024	Certified Mail	Neighborhood as
Stratford Forest Community	N/A	11/29/2024	Certified Mail	Neighborhood as
Reserve at Robbins Park Community Assoc	N/A	11/29/2024	Certified Mail	Neighborhood as

BIRKDALE VILLAGE

November 30, 2024

SUBJECT: Notice of community meeting for information related to a Conditional Rezoning of the property located at Lindholm Dr. and Townley Rd., Huntersville, NC, shown on the map below and having Parcel ID Numbers of 00537157, 00537197 & 00537329. The Applicant for the subject property is DDRTC Birkdale Village, LLC.

To Whom It May Concern:

Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject properties, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the meeting is to provide an opportunity for the Applicant/Developer to describe the proposed project and to answer any questions you may have. The Applicant/Developer is requesting approval from the Town to amend the existing rezoning plans for Birkdale Village to accommodate revisions to its existing mixed-use development including office lofts and suites, hotel, multi-family, parking garages and commercial uses.

MEETING DETAILS:

6:00 P.M. to 7:00 P.M.

Monday, December 16, 2024

Community in Christ Lutheran Church

7621 Norman Island Drive

Cornelius, NC 28301

You are welcome to attend the above-mentioned neighborhood meeting. There will be an additional opportunity to ask questions about the proposed development.

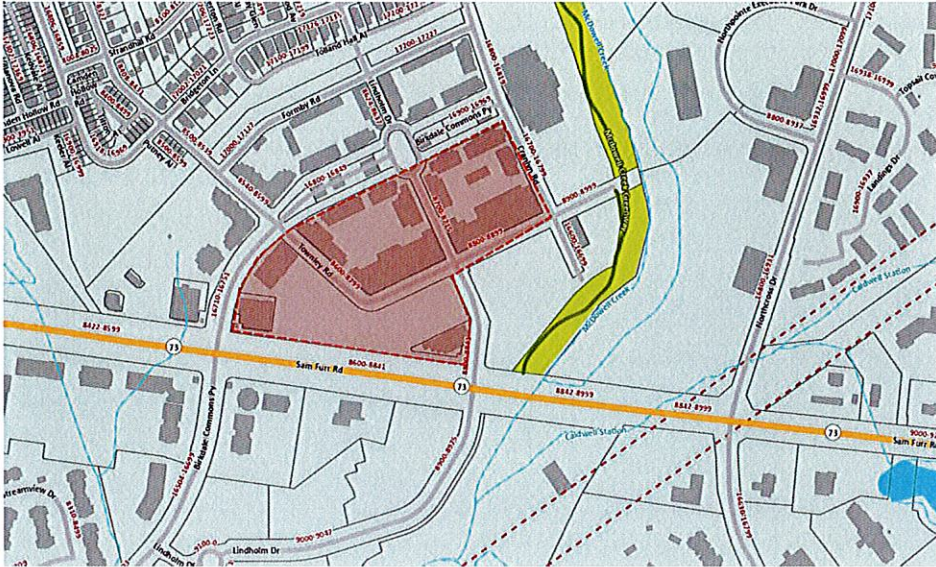
Sincerely,



Mike Lant, Senior VP Development
DDRTC Birkdale Village, LLC



BIRKDALE VILLAGE



Office: 704.895.8744 | 8712 Lindholm Drive, Suite 202 | Huntersville, NC 28078



BIRKDALE
VILLAGE

Rezoning Neighborhood Meeting

12.16.24



Agenda

- Introduction to Jamestown
- Market Review
- Rezoning Proposal Overview
- Design Perspectives
- Community Discussion



Jamestown

Jamestown is a design-focused, vertically integrated real estate investment manager and service provider with over 40 years of experience and a mission to create places that inspire. The firm acquired North American Properties-Atlanta, the team behind Birkdale Village's redevelopment, in October 2024. The company is now an investor in the property, through an affiliate, and oversees management along with retail leasing.





Ridge Hill
Yonkers, NY



Ponce City Market
Atlanta, GA



Avenue East Cobb
Marietta, GA



The Forum
Peachtree Corners, GA



Colony Square
Atlanta, GA



Optimist Hall
Charlotte, NC





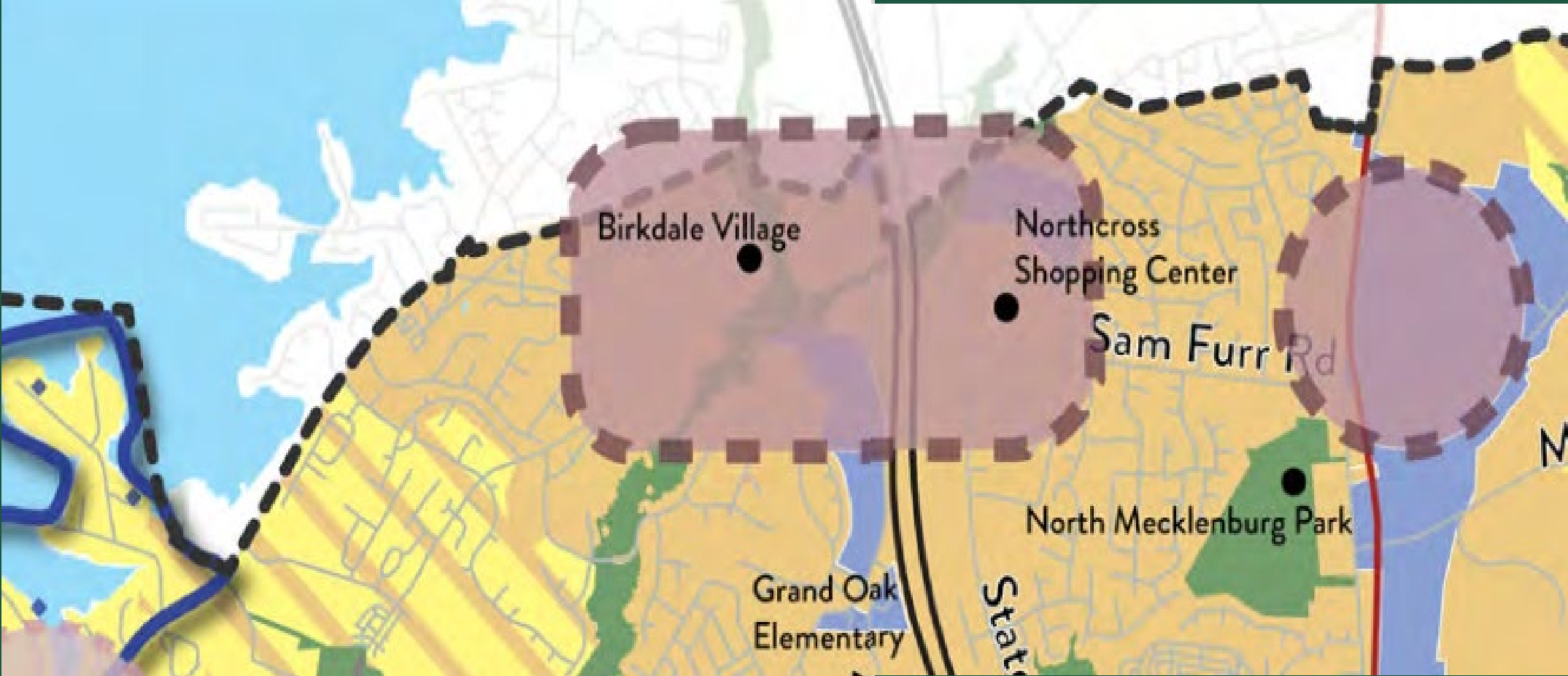
GLOBAL AWARDS
**GLOBAL DESIGN
& DEVELOPMENT**

Birkdale Village Reimagined:
2024 Gold Winner



Huntersville 2040 Comprehensive Plan:

Birkdale Village, high-intensity growth area



LU-1

Policy LU-1: Encourage a development pattern that follows the Future Land Use Map.

LU-8

Policy LU-8: Emphasize form and flexibility in Mixed Use Centers, Employment Centers, the Town Core and Activity Centers.

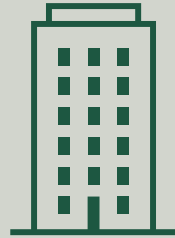
LU-5

Policy LU-5: Focus more intense development in locations that can support growth.

EV-1

Policy EV-1: Support a balanced economy through job growth in target industry sectors.

Rezoning Proposal Overview



Mixed-Use Office Building

6 stories, 100 feet
120,000 square feet of office space
13,000 square feet of ground-floor retail



Mixed-Use Residential Building

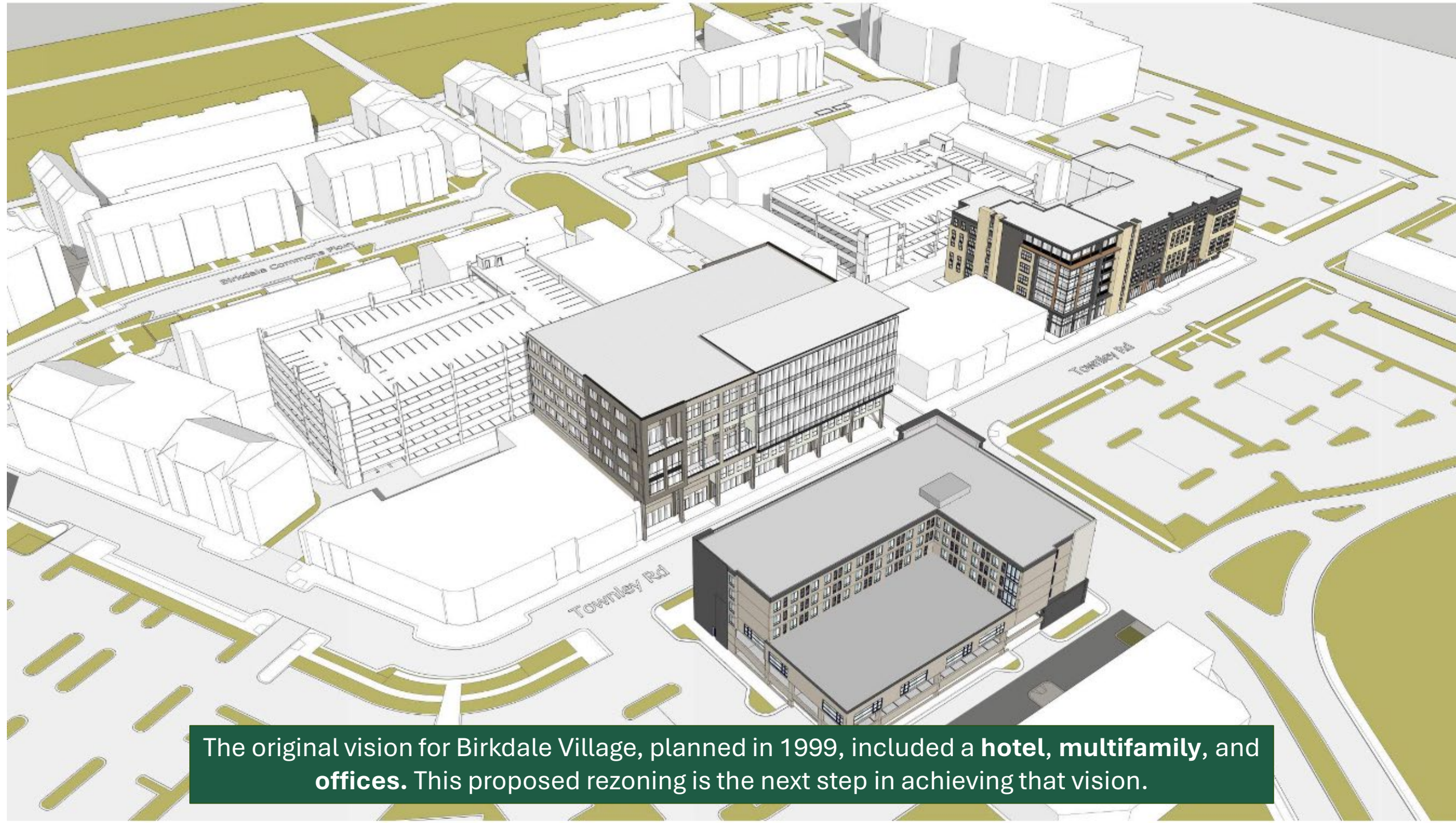
6 stories, 100 feet
150 upscale residences
10,700 SF square feet ground-floor retail



Full-Service Boutique Hotel

5 stories, 80 feet
125 rooms
109 underground parking spaces

Amenities: lobby, 3,000-square-foot restaurant, bar, fitness center, 10,000 square feet of meeting space



The original vision for Birkdale Village, planned in 1999, included a **hotel, multifamily, and offices**. This proposed rezoning is the next step in achieving that vision.

Birkdale Village Parking			
	Today	With Rezoning	Net New
Public			
Reserved			
Total	1,940	2,539	599
Required by Code			



Community Benefits

- Expanded, convenient parking
- Additional retail/restaurants brings opportunity for more community engagement
- Additional residential accommodates Town's recent and projected population growth
- Full-service hotel accommodations for out-of-town guests and business travelers
- 10 affordable residential units
- Dedication of land for Greenway and pedestrian bridge over NC 73
- Dedication of land for Townley Bridge
- Green building options to reduce carbon footprint
- EV charging stations



Economic Development Impact

- \$200 million+ in direct construction spending, over 500 construction jobs
- \$212 million+ in estimated annual employment benefits to Town
- \$200,000+ in additional annual property tax to Town
- \$15 million+ in new resident/worker spending
- Substantial positive impact on adjacent single-family home values
- Class A office incentivizes businesses to relocate to Huntersville
- Onsite office employees increase daytime sales during the week
- Residents drive dinnertime and weekend business
- Business and tourism travel spend

Financial data sourced from IMPLAN



Transportation and Traffic

NCDOT Roadway Plans

- Expanding NC 73 from 4 to 6 lanes, a 50% increase in capacity
 - Stretch of highway in front of Birkdale Village currently sees approximately 34,000 cars daily
- Adding a third lane out of Birkdale Village onto NC 73
- Synchronized street (coordinated traffic signals)

Traffic Impact Analysis

- Conducted by NCDOT and local traffic engineering firm, Davenport
- Determined traffic impact at completion of all construction in 2030 would be minimal – 240 or less trips into/out of Birkdale Village during peak hours
- Concluded no additional improvements necessary to mitigate future traffic impact



Project Timeline

With approval, the timeline would be:

- Conduct market study 3-6 months after
- Break ground on office in 2027 (earliest)
 - Complete construction in line with NCDOT road work
- Residential construction at least 4-5 years out



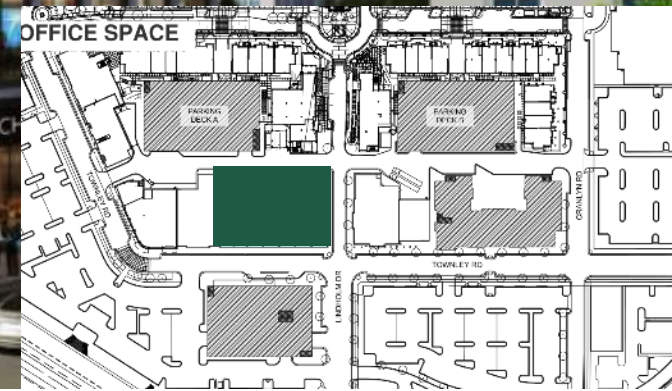


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Design Perspectives



Mixed-Use Office Building – Design 1 of 2



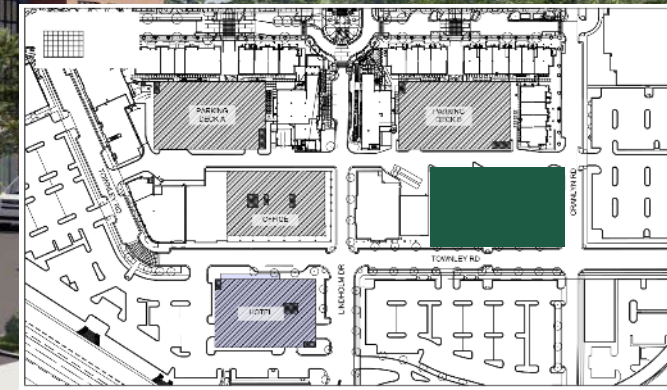
Mixed-Use Office Building – Design 2 of 2



Full-Service Boutique Hotel

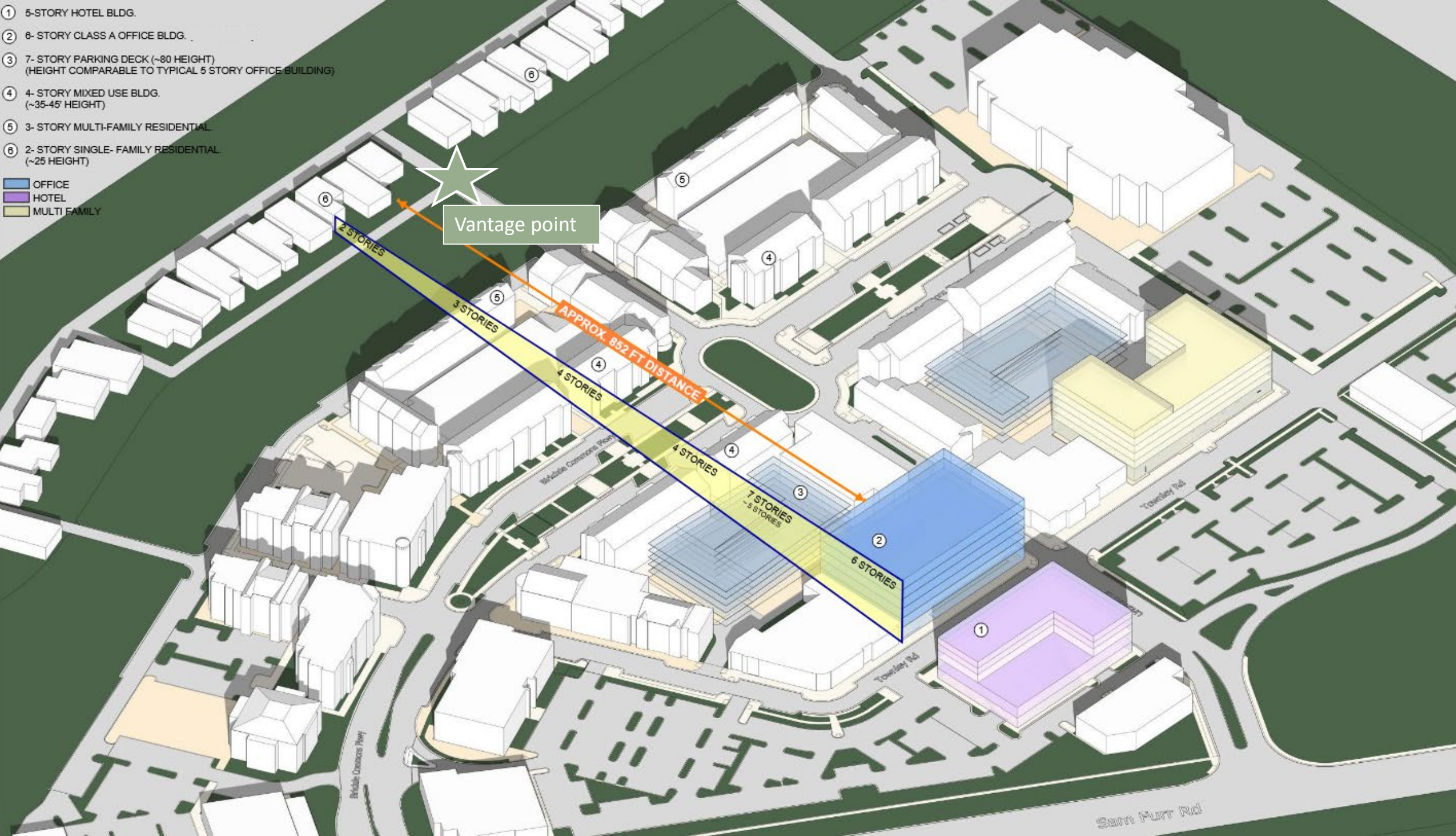


Mixed-Use Residential Building



- ① 5-STORY HOTEL BLDG.
- ② 8-STORY CLASS A OFFICE BLDG.
- ③ 7-STORY PARKING DECK (~80 HEIGHT)
(HEIGHT COMPARABLE TO TYPICAL 5 STORY OFFICE BUILDING)
- ④ 4-STORY MIXED USE BLDG.
(~35-45' HEIGHT)
- ⑤ 3-STORY MULTI-FAMILY RESIDENTIAL
- ⑥ 2-STORY SINGLE-FAMILY RESIDENTIAL
(~25' HEIGHT)

OFFICE
HOTEL
MULTI FAMILY





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Thank you

Questions or feedback? Email rezoning@birkdalevillage.com





Facilities Planning & Real Estate
3301 Stafford Drive
Charlotte, NC 28208
Email: facilitiesplanning@cms.k12.nc.us

Huntersville - R24-11 Birkdale Village

IMPACT OF THE PROPOSED DEVELOPMENT

Proposed Housing Units: The HC (CD) zoning petition seeks to allow up to 150 multi-family housing units.

CMS Planning Group: North

This development may add 18 students to the schools in this area.

The following data is as of 20th Day of the 2023-24 school year.

Schools	20th day Enrollment	20th day Building Utilization without Mobiles	Additional Students as a result of this development	Utilization as a result of this development
J.V. Washman Elementary	810	112%	8	112%
Bailey Middle	1325	118%	4	118%
W.A. Hough High	2503	115%	6	115%

Summary

Existing school capacity in this area is currently inadequate for elementary school. Existing school capacity in this area is currently adequate for middle and high school. Utilization is above 100% for middle and high school; however, it is below the flex limit of 130%.

Applicants are encouraged to contact us in advance of their project submittals to inform CMS of their prospective impacts and discuss mitigation alternatives. Contact CMS at facilitiesplanning@cms.k12.nc.us.



Remove entrance
into parking

Remove drop off
and show existing
parallel parking









Town Engineering Rezoning Comment Summary
R24-11 Birkdale Village (CSP-500045)
Lindholm Dr and Townley Road (PID 00537157, 00537197, 0053729)
Huntersville, NC 28078

General Project Information

This proposed rezoning is located in the existing Birkdale Village Development, between Birkdale Commons Parkway and NC-73. The proposed rezoning plan consists of the demolition of two existing parking decks, an existing parking lot, and existing commercial space to be replaced by two proposed parking decks, a proposed office building, a proposed multifamily building, and a proposed hotel with associated parking deck. The anticipated impacts of the NCCDOT STIP project (U-5765) on NC-73 have been considered by the applicant.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

- 1) The Town deferred review of the TIA for the development to NCDOT. A TIA was completed and accepted by NCDOT on 10/7/2024, this report determined that no improvements are necessary to accommodate the impacts of the new development traffic.
- 2) The Town requested a supplementary traffic memo be prepared to analyze the intersection of Townley Road and Lindholm Drive. The analysis of weekday PM and weekend midday peak times shows that the intersection will operate at an acceptable level per Article 14 of the Zoning Ordinance. However, queues along Lindholm Drive will be projected to extend from NC73 to beyond Townley Road prior to the completion of the NCDOT NC73 widening project during both times analyzed.

Transportation and Stormwater:

- 1) Town Staff are requesting a median be provided on Lindholm Drive (between NC-73 and Townley Rd) to limit conflicting traffic movements from existing driveways. Based on the expected routine queuing indicated in the traffic analysis and recent crash history (left turn out) at the driveways, the request is for the median to improve safety (reduce crashes).



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: Conduct Public Hearing on Petition #R24-14: Commerce Station Industrial

EXPLAIN REQUEST:

Petition #R24-14, a request by Linda Long to rezone +/- 64.5 acres located at 12705 Commerce Station Drive from Corporate Business to Corporate Business Conditional District (parcel ID 01930105). The purpose of the rezoning is to develop an industrial and flex space warehouse development.

ACTION RECOMMENDED:

Conduct a public hearing on Tuesday February 4th, 2025 on R24-14.

FINANCIAL IMPLICATIONS:

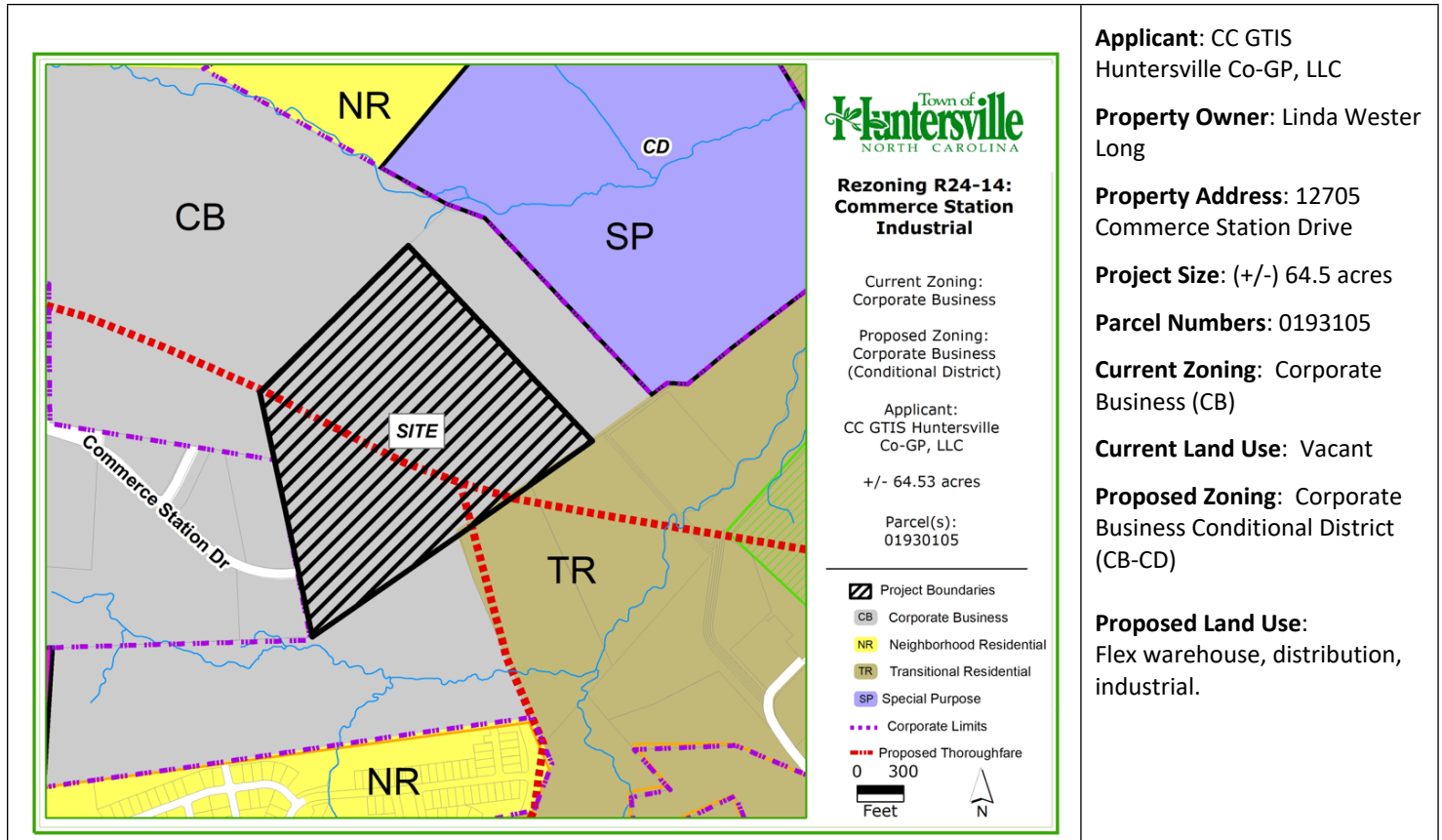
N/A

ATTACHMENTS:

1. R24-14 Commerce Station Staff Report - PH - 2 4 25
2. Commerce Station Industrial CD Rezoning and Sketch Plan 2nd Submittal 12.24.2024
3. R24-14_Eng Attachement_Public Hearing_2025 0123
4. Commerce Station - SeamonWhiteside TIA Determination 6-11-24
5. R24-14 Commerce Station Community Report Package12.6.24
6. Commerce Station Industrial GA Fully Executed

Petition R24-14 Commerce Station Industrial

PART 1: PROJECT SUMMARY



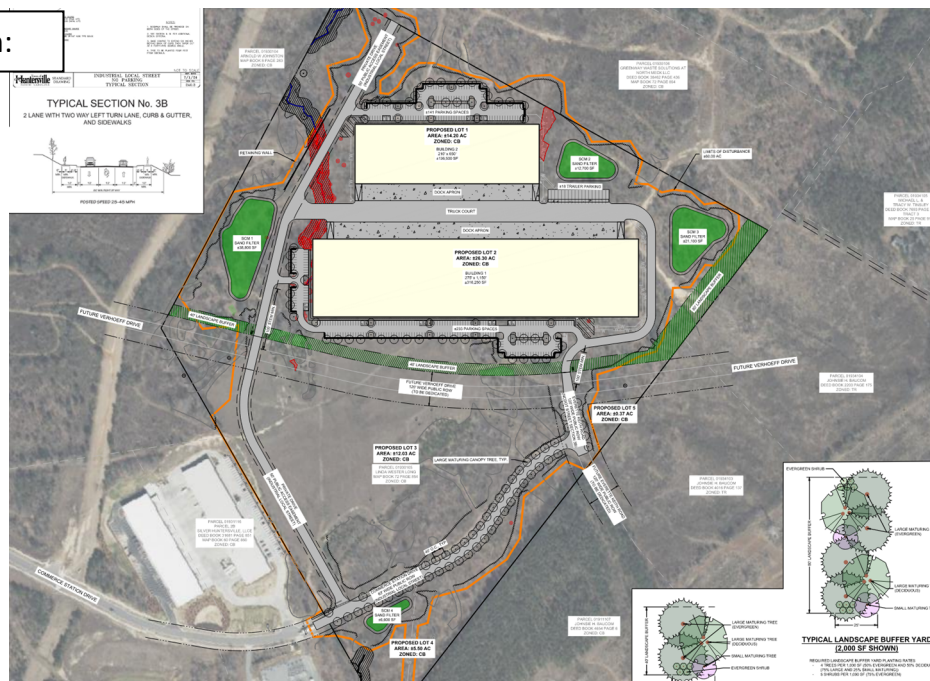
1. Purpose: Petition #R24-14, a request by Linda Long to rezone +/- 64.5 acres located at 12705 Commerce Station Drive from Corporate Business to Corporate Business Conditional District (parcel ID 01930105). The purpose of the rezoning is to develop an industrial and flex space warehouse development.
2. Adjoining Zoning and Land Uses.
 - North: Special Purpose (SP) zoning, Greenway Waste Construction and Demolition Landfill and Recycling.
 - South: Corporate Business (CB) zoning, vacant, Cane Creek. Transitional Residential (TR) zoning, Single Family Residential, vacant.
 - East: Transitional Residential (TR) zoning, Single Family Residential, and vacant.
 - West: Corporate Business (CB), Flex warehouse, Commerce Station Industrial development.
3. A neighborhood meeting was held on Wednesday December 11th, 2024. The invitation list, invitation, attendance list, and summary of the meeting are included in the agenda packet for review. Several adjacent property owners attended the meeting to discuss the potential project and ask questions of the applicant.
4. Planning staff certifies that notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad was placed in the Charlotte Observer; and posting of a rezoning sign along Commerce Station Drive in front of the property.

PART 2: REZONING/SITE PLAN

Site Plan Description

- The applicants are proposing to develop a 4-lot commercial subdivision. Lots 1 and 2 are currently shown on the rezoning plan as distribution and flex warehouse buildings. Lot 3 is shown as a vacant 12-acre tract with undetermined uses, and lot 4 is also a vacant lot with storm water controls and utilities. Development on lot 4 is likely limited due to its narrow width and utility location.
- The property is currently zoned Corporate Business (CB), and the uses proposed are already allowed uses in the CB district. However, as part of the development, the applicants are requesting to remove a portion of stream on the property and encroach on a Surface Water Improvement and Management (SWIM) buffer. This is permitted under Article 8.25.10 with the approval of a conditional district rezoning and mitigation. Therefore, the applicants have submitted this conditional rezoning application to allow the stream buffer encroachment and to also request modifications of the ordinance per Article 11.4.7 k.
- The maximum total building size for the development is proposed to be capped at 500,000 sqft.
- The applicants propose to construct an expansion of Commerce Station Drive to provide access and required street frontage for lots 2 and 3. A private drive built to public street standards would provide access to lot 1 (see modification for sidewalk request below).
- The private drive is also intended to be extended to Greenway Waste landfill's property line to the north. Along with a public easement on the private drive, this would give the landfill the ability to move its main entrance and access off Holbrooks Road as required by their Conditional Rezoning Plan and Special Use Permit approved in 2016. If this plan is approved, staff would work with the landfill to schedule the access change.

Rezoning Plan:



Rezoning Issues:

- Modifications:
 - Buffers: Article 7.5.8 of the Zoning Ordinance requires that buffers be undisturbed. The applicants are requesting to be allowed to grade into the required 40- and 80-foot buffers and replant them in various

locations as shown on the plan. Staff supports the proposed modifications and the buffers being replanted.

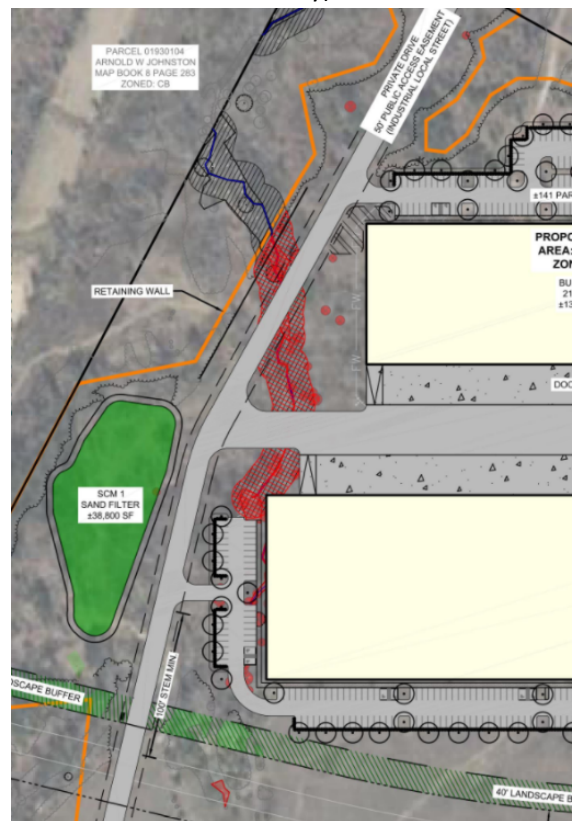
- **Sidewalk:** Article 8.1.5 of the Zoning Ordinance allows developments in the CB district to access interior lots with a private drive built to public street standards. The applicants propose to access lot 1 with such a drive but are requesting a modification of the sidewalk on one side requirement. The request is also to construct the “Industrial Local Street” design rather than the “Retail Mixed Use” design as required in the ordinance. Staff supports the Industrial Street design due to the heavy trucks and traffic proposed on the drive. However, as this is an access road for a building in the development, and Commerce Station block length needs to be shortened per ordinance, staff recommends a sidewalk be installed on one side at minimum. See block length discussion immediately below.
- **Block Length:** (This modification is not yet requested but will be required unless an additional street stub is added to Commerce Station Drive). Article 5.1 requires that industrial streets have block lengths no greater than 1,500 feet (street lengths between public street intersections). With the expansion of Commerce Station Drive, the block will be an estimated 2,300 feet from the closest planned public street intersection (future business park street proposed at the natural gas ROW about 1,000 feet west of the subject property). Staff therefore recommends the private drive proposed to access lot 1 have sidewalk and street trees to function as a public street and providing the necessary block break to Commerce Station Drive (public dedication of the ROW would not be necessary).

- **SWIM Buffer:** Article 8.25.6 of the Zoning Ordinance prohibits grading and building in SWIM buffers (stream buffers). Per Article 8.25.10, the applicants are requesting approval of a conditional district rezoning for encroachment into the SWIM buffer for small streams that drain less than 50 acres in the CB zoning district. Please see the stream impacted in the graphic here in red. To encroach, stream mitigation is required in addition the approval of the conditional rezoning. The applicants are proposing to meet the minimums of the ordinance by providing Article 8.25.10 #8 mitigation: purchasing mitigation credits through the Mecklenburg County Stream Restoration Program.

- **Staff Comment:** Per Article 3.1.2.1 and Policy 8.2 of the Huntersville 2040 Plan, staff recommends the applicant go above and beyond the minimums of the ordinance and look for practical ways to mitigate the encroachment of the stream. The mitigation funds for stream restoration are not earmarked for local use and could be used in a way that does not positively affect Huntersville’s water quality. Staff is recommending mitigation that is either on site or nearby which would be a net benefit for local water quality.

- **Thoroughfares:** A major and minor thoroughfare alignment intersect on the subject tract; Verhoeff Drive Extension and Everette Keith Road Extension.

- **Verhoeff Drive Extension:** The alignment shown is proposed to be dedicated right of way, but is slightly different from the currently approved Comprehensive Transportation Plan (CTP). the Town of



to

Huntersville is currently in the process of submitting an alignment study to the Charlotte Regional Transportation Planning Organization (CRTPO) to potentially update the official alignment. Therefore, the current path of the thoroughfare could change and affect the submitted site plan. The applicants have added a rezoning note to the plan requesting a modification to allow their site plan to change the alignment and site plan without having to go back before the Town Board. Depending on the resultant new alignment, this could cause significant changes to the design of the site.

- Staff Comment: Staff recommends the either of two options; First and ideally, the applicants could wait until the re-alignment process is complete and finalized to ensure that the plan proposed does not conflict with the final approved thoroughfare alignment. Or, secondly, the applicants could now provide several alignment “options” that show how their site plan can accommodate various versions of the proposed alignment (the Town’s consultant is working on the alignment versions to submit to CRPTO now). Then, depending on how the alignment is finalized, the applicants would build the closer matching option. Staff supports either option.
- Everette Keith Road Extension: The Everette Keith thoroughfare alignment shown is generally correct and represents the current CTP. The portion from Commerce Station Drive to Verhoeff Drive is proposed to be built. The extension of Commerce Station Drive and its intersection with Everette Keith Drive is very close to Everette Keith Drive’s intersection with Verhoeff Drive. These intersections are closer than recommended.
 - Staff Comment: Although the proposed Everette Keith Drive/Commerce Station Drive intersection is closer to the Verhoeff Drive intersection than recommended, staff supports the construction. Verhoeff Drive construction is not currently funded or on the North Carolina Transportation Improvement Program (NCTIP). Therefore, it’s actual construction is many years away. When Verhoeff Drive is constructed, it is likely that much of the Everette Keith Road intersection and the Commerce Station Drive intersection will need to be rebuilt. These additional roads would then be placed in the most appropriate locations at that time in the future.
- Open Space: Article 7.11.1 C requires urban open space in all major subdivisions. No urban open space has been found on the submitted plan.
- Conditional Notes: The “Schematic Nature of the Rezoning Plan” note #3 on sheet C1.1 would allow extraordinary flexibility to all aspects of the conditional plan. The number of buildings, uses, street locations, lot locations, sizes, building materials etc. could all significantly change due to this note. Staff is concerned that this note nullifies the intent of the conditional plan and could allow a completely different design to be built from what was presented to the Town Board and public. Flexibility for construction after sketch plan approval is routine and to be expected, but staff recommends the note be amended to only allow “minor revisions consistent with the general layout of the rezoning plan as approved by staff”, or a variation thereof.
- Vacant Lots: No uses or development is prescribed in lots 3 or 4. Staff recommends a general scope of what type of development is proposed in the vacant lots for review.
- Maximum Building Size for the Development: A maximum building size of 500,000 ft² has been submitted for the development. But lots 1 and 2 by themselves total 452,750 ft². Staff requests clarification if the remaining two lots (3 and 4) would be limited to 47,250 ft².
- Minor Site Plan Comments: Several minor site plan comments remain unresolved. Staff recommends these comments be addressed on the updated rezoning submittals.

PART 3: TRANSPORTATION ISSUES

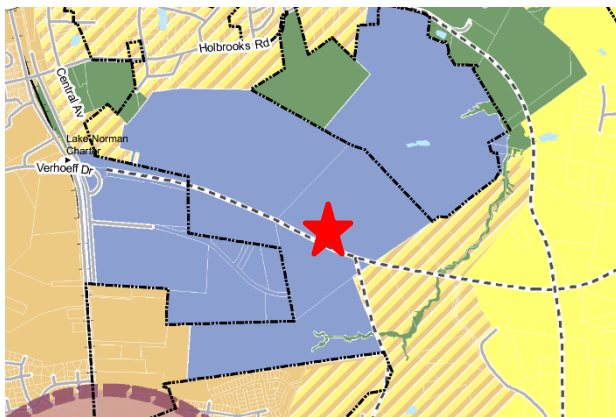
Traffic Impact Analysis (TIA)

- A Town TIA for the proposed project is required, has been received, and is under review by staff. The applicants have added the proposed draft mitigation road improvements on the front of the plan. However, the TIA and the needed improvements have not been finalized at this time.
- Please find the TIA Determination from Engineering attached in the agenda packet.

PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

2040 Huntersville Community Plan – “Employment Center”



FUTURE LAND USE CHARACTER AREA

- MIXED USE CENTER
- ACTIVITY CENTER
- EMPLOYMENT CENTER
- TOWN CORE
- MEDIUM DENSITY
- RESIDENTIAL EDGE
- RURAL CONSERVATION
- PARKS AND OPEN SPACE
- CRITICAL WATERSHED



Employment Center

Employment centers contain a mix of uses including office, industrial, and institutional. Modern employment campuses and cutting -edge employers are now incorporating some retail and residential to create a live, work, and play environment. These areas offer workspace where innovation can grow while meeting employee lifestyle needs.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES SUPPORT** this project through the following sections:

- **Policy LU 1.1:** Utilize the Future Land Use Map during development approval process to ensure compatibility with long range plans.

- STAFF COMMENT: The property proposed is in the Employment Center Character Area of the Huntersville 2040 plan as shown above. The flex commercial, distribution, warehouse uses proposed are appropriate in this character area.
- **Policy LU 5**: Focus more intense development in locations that can support growth
 - STAFF COMMENT: The proposed development is in an established business park with direct access to Verhoeff Drive and Old Statesville Road. Additionally, the project would establish an alternative access for the adjacent landfill to redirect trucks traffic off Holbrooks Road and on to commercial streets.
- **Policy LU 11.1**: Protect existing housing stock from potential negative impacts of development.
 - STAFF COMMENT: The proposed development is providing a stub to the Greenway Waste landfill to the rear of the property. This stub will allow the adjacent landfill to move their main entrance on Holbrooks Road to this new access. The new access would divert heavy truck traffic away from the residential neighborhoods located on and near Holbrooks Road and preserve their residential character.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES NOT SUPPORT** this project through the following sections:

- **Policy LU 7.1**: Connectivity and short block length recommendations.
 - STAFF COMMENT: The current plan shows Commerce Station Drive exceeding the block length maximum of 1,500 feet for industrial development. Additionally, the applicants are requesting a modification of the ordinance standard to remove the sidewalk requirement on the private drive giving access to lot 1. These changes would reduce the walkability, connectivity, and urban design principles of the site.
 - However, this policy also recommends some flexibility for Employment Centers and their frontage requirements. Staff would recommend approving the block length modification but keeping the sidewalk requirement on one side of the proposed private drive, with the establishment of street trees on both sides. This private drive would then function and have the appearance of a public street (although remaining private), thus appropriately breaking up the block and providing for pedestrian access to lot 1.
- **Policy LU 8.2**: Achieve higher design standards through flexibility.
 - STAFF COMMENT: The applicants are asking for modifications and flexibility to the zoning ordinance for zoning and SWIM buffer disturbances as well as block length maximums. They are providing an access stub to the Greenway Waste landfill in the rear of the development that is over and above the requirements of the ordinance and will provide much public benefit. However much of the private drive proposed is already required in the zoning ordinance to give access to lot 1, up to the lot one driveway (Article 8.1.5). Therefore, staff's recommendation to supplement this policy would be to provide a stream buffer mitigation plan that goes above the minimums of the ordinance as described in Part 2 above.
- **Policy EOS 1.1**: Enhance open space design criteria by prioritizing the following...water quality protection.
 - STAFF COMMENT: The applicants are proposing to remove a stream buffer requirement for the proposed development. As mentioned above, the mitigation proposed is purchasing mitigation credits through the Mecklenburg County Stream Restoration Program which meets minimum ordinance requirements but is not recommended. The Stream Restoration Program is not guaranteed to benefit local water quality nearby the site. By establishing water quality mitigation on site, or by working with Mecklenburg County to identify mitigation close to Huntersville, the plan could be consistent with this policy.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: "in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

1. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.

STAFF COMMENT:

The property in question is already zoned Corporate Business (CB) which allows the uses proposed. The rezoning would only modify design and buffer requirements of the ordinance and would not introduce different uses. Therefore, the character of the existing development will not substantially change by the rezoning. Some buffer modifications are proposed, but only regarding the disturbance of existing vegetation, not the width and planting requirements. Therefore, the appropriate separation of uses and screening will be maintained.

2. The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.

STAFF COMMENT:

- A Transportation Impact Analysis (TIA) is required, has been submitted and is currently being reviewed by staff.
- Staff has no other indication that the proposed use will adversely affect the adequacy of public facilities.

3. Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, or cultural resources.

PART 5: STAFF RECOMMENDATION

The substance of the application is a Corporate Business (CB) use being developed on an existing Corporate Business (CB) parcel, but one that needs site flexibility to make the plan work. Staff recommends approval of the rezoning with the following design modifications.

1. The applicants submit various option sheets in the rezoning set to closely match as possible the future Verhoeff Drive alignment options.
2. A SWIM buffer encroachment mitigation plan is chosen that has practical and tangible water quality benefits to Huntersville, commensurate to or exceeding the negative effects caused by the stream encroachment.
3. A sidewalk on one side and street trees on both sides are added to the lot 1 private drive.
4. Urban Open Space is added to the plan.
5. The schematic plan conditional note #3 is narrowed in scope to allow minor changes consistent with the general layout of the rezoning plan as approved by staff.
6. Minor comments on the rezoning plan are addressed.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for February 4, 2025.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board is scheduled for February 25th, 2025.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for March 18th, 2025.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

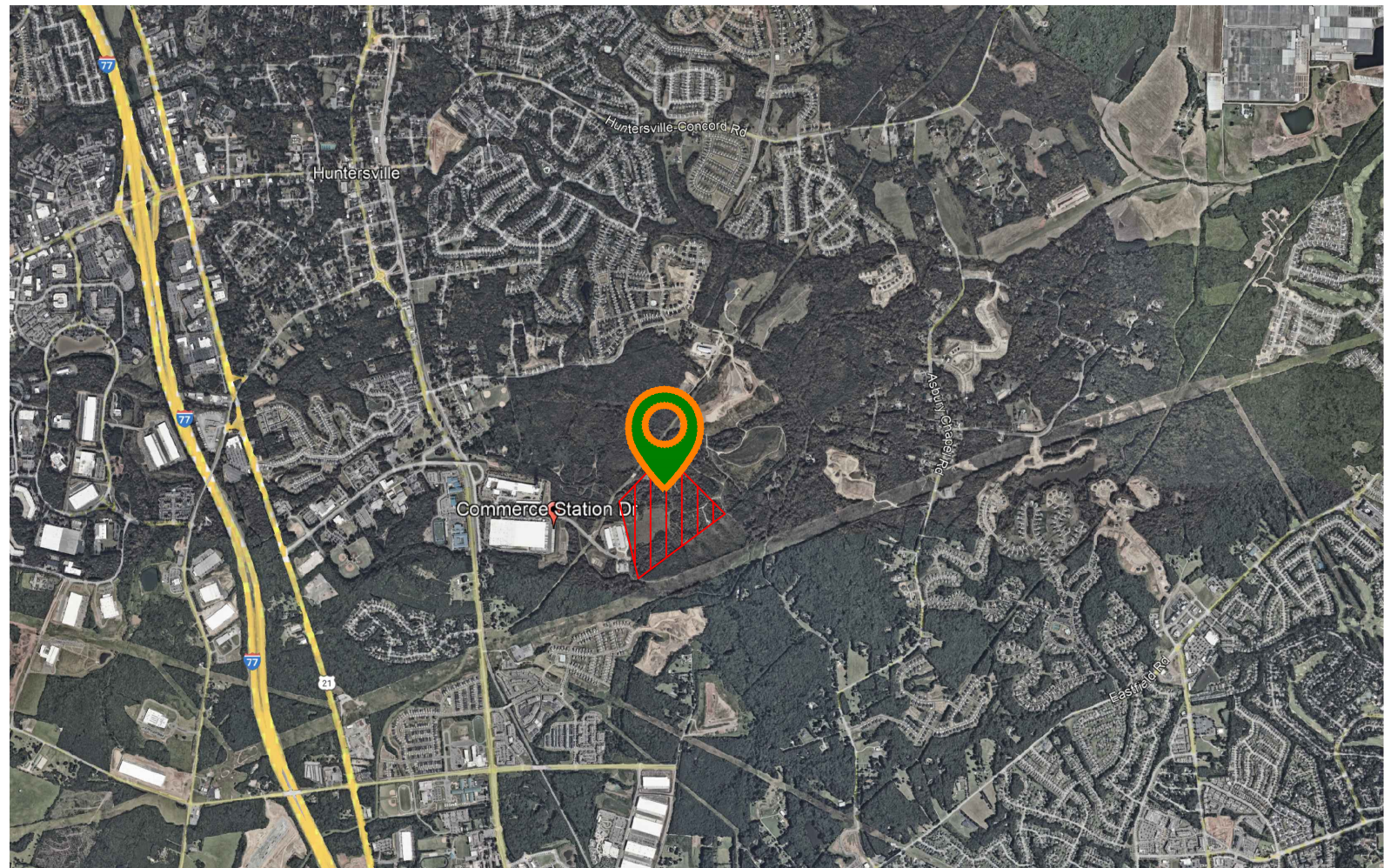
- Rezoning Application
- R24-14 Rezoning Plan
- Neighborhood Meeting Report
- Engineering Report
- TIA Determination

PART 10: CONSISTENCY STATEMENT – R24-14 Commerce Station Industrial

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning application R24-14 Commerce Station Industrial, staff recommends approval of the application with conditions. With the attached conditions, the plan would be consistent with Policies LU 1.1, LU 5, LU 7.1, LU 8.2, LU 11.1, and EOS 1.1 of the Huntersville 2040 Plan. It is reasonable and in the public interest to approve the Rezoning Plan because the rezoning does not change the proposed uses of the existing zoning district, provides recommended flexibility to Employment Centers, provides for a needed alternative entrance to the Greenway Waste Landfill, and mitigates the encroachment of the stream by improving water quality for Huntersville.	APPROVAL: In considering the proposed rezoning application R24-14, Commerce Station Industrial, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	APPROVAL: In considering the proposed rezoning application R24-14, Commerce Station Industrial, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
DENIAL:	DENIAL: In considering the proposed rezoning application R24-14, Commerce Station Industrial, the Planning Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	DENIAL: In considering the proposed rezoning application R24-14 Commerce Station Industrial, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>

COMMERCE STATION INDUSTRIAL
SKETCH PLAN / CONDITIONAL DISTRICT REZONING
REZONING #: R24-14
HUNTERSVILLE, MECKLENBURG COUNTY, NC
PARCEL ID# 01930105
ACCELA PROJECT #: CSP-500044

SITE LOCATION MAP



PROJECT DESCRIPTION

THIS PROJECT IS LOCATED ON APPROXIMATELY 64.53 ACRE SITE, IN HUNTERSVILLE, NC. THE PROJECT WILL CONSIST OF AN APPROXIMATELY 316,250 SF WAREHOUSE/DISTRIBUTION CENTER & AN APPROXIMATELY 136,500 SF WAREHOUSE/DISTRIBUTION CENTER WITH ASSOCIATED PARKING, TRUCK COURTS AND TRAILER PARKING. THE WAREHOUSE/DISTRIBUTION CENTER WILL HAVE ACCESS TO COMMERCE STATION DRIVE & EVERETTE KEITH ROAD VIA A PRIVATE ROADWAY. STORMWATER WILL BE MANAGED THROUGH MULTIPLE SCMs.

FLOOD ZONE:
THIS PROPERTY IS LOCATED INSIDE OF THE CLARKE WATERSHED AND FLOOD ZONE "X", NAVD88, SCALED FROM THE FEMA FLOOD MAP PANEL NO. 37710465000K DATED NOVEMBER 16, 2008.

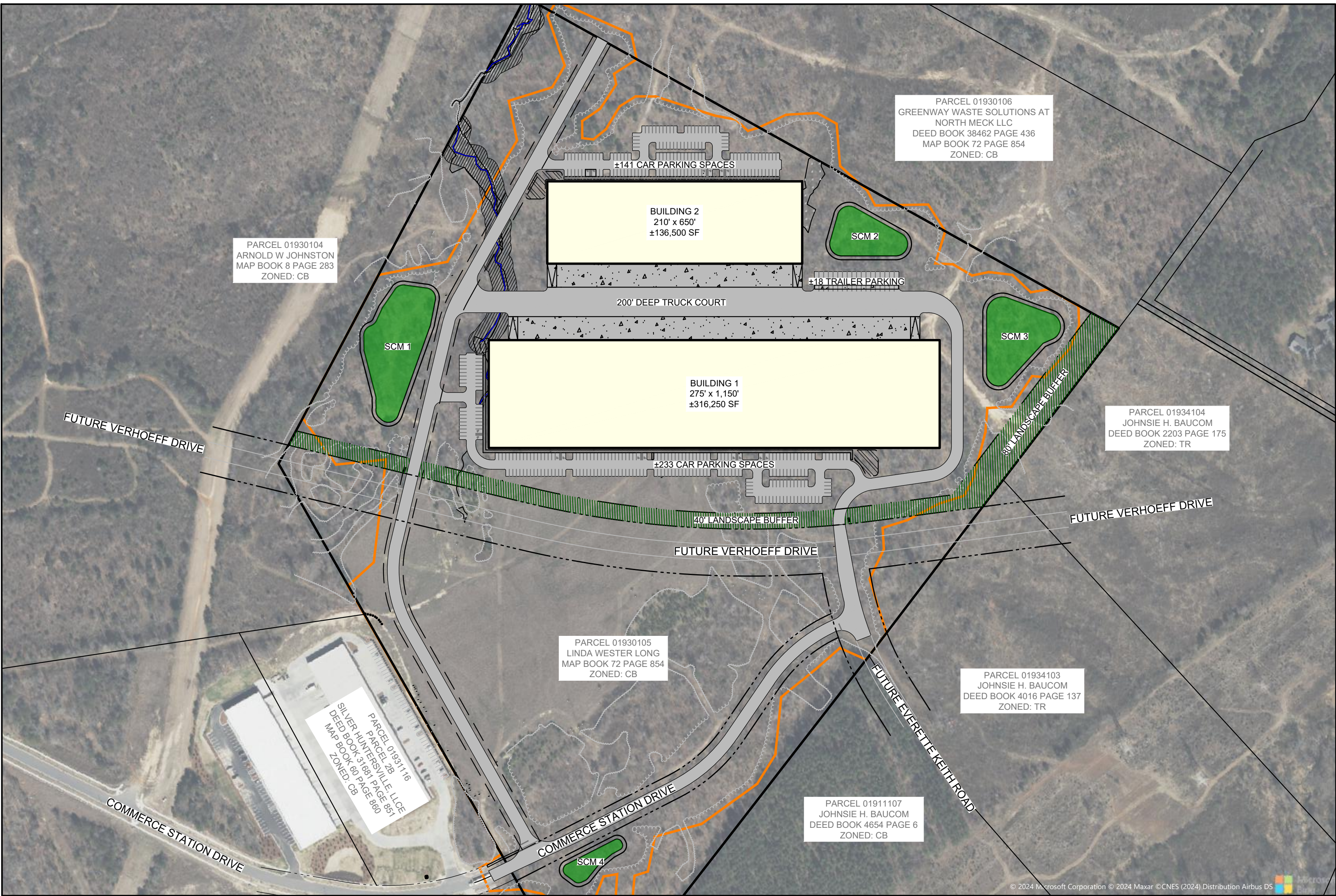
PROPERTY INFORMATION:
PARCEL ID: 01930105
ZONING DISTRICT: CB

GENERAL NOTES

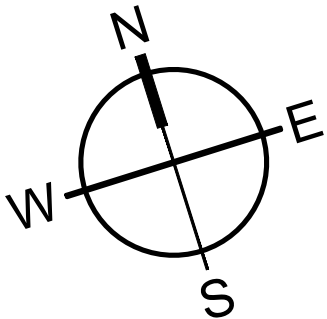
PROJECT SURVEY INFORMATION AND CONTRACTOR VERIFICATION REQUIREMENTS

- BOUNDARY, TOPOGRAPHIC, TREE, WETLAND DELINEATION, AND OTHER EXISTING CONDITIONS SHOWN ARE FROM SURVEY PREPARED BY PATTERSON LAND SURVEYING, P.A SURVEYING COMPANY, TITLED "BOUNDARY & TOPOGRAPHICAL SURVEY OF TRACT 2 (MAP BOOK 72 PAGE 854)", DATED JUNE 3, 2024. THE TOPOGRAPHIC AND ELEVATION DATA SHOWN HEREON WAS OBTAINED FROM "PATTERSON LAND SURVEYING, P.A" AND IS NOT CERTIFIED AS CORRECT BY THIS ENGINEER.
- PER REFERENCE SURVEY, ALL ELEVATIONS ARE BASED ON NC NAD 83 VERTICAL DATUM. HORIZONTAL DATUM IS STATE PLANE (NC83F). REFER TO SURVEY FOR BENCHMARK REFERENCE AND/OR LOCATION. CONTACT OWNER FOR ANY MISSING BOUNDARY PINS, MONUMENTS, OR VERTICAL DATUM BENCHMARKS NEEDED FOR ESTABLISHING CONSTRUCTION STAKING CONTROL.
- THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PERIMETER BOUNDARY PROPERTY CORNERS AND VERIFYING BOUNDARY DATA AGAINST CONSTRUCTION PLANS AND/OR ELECTRONIC FILE INFORMATION PROVIDED TO THE CONTRACTOR.
- PRIOR TO STARTING CONSTRUCTION, INCLUDING LAND DISTURBING ACTIVITIES, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS, INCLUDING BUT NOT LIMITED TO TOPOGRAPHIC, TREE, STORM DRAINAGE FACILITIES, AND ALL UTILITIES. EXISTING UTILITIES SHOWN ARE APPROXIMATE AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ENGINEER. THEREFORE, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXACT VERTICAL AND HORIZONTAL LOCATIONS OF ALL EXISTING UTILITIES. ANY DISCREPANCIES OR CONFLICTS IDENTIFIED DURING VERIFICATION OF EXISTING CONDITIONS AND UTILITIES SHALL BE REPORTED TO THE OWNER AND ENGINEER. ANY COSTS ASSOCIATED WITH CORRECTIVE WORK OR DAMAGES THAT ARE A RESULT OF THE CONTRACTOR NOT VERIFYING EXISTING CONDITIONS AND THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.

SITE OVERVIEW



0 100 200 400
SCALE: 1" = 200'



PROJECT CONTACTS

DEVELOPER:
CRESCENT COMMUNITIES
601 SOUTH TRYON STREET, SUITE 800
CHARLOTTE, NC 28202
CONTACT: ANTHONY PARKER
PHONE: 704-681-0957

OWNER:
LINDA WESTER LONG
7910 GOLF COURSE DR.
DENVER, NC 28037
PHONE: 704-871-1582

CIVIL ENGINEER & LANDSCAPE ARCHITECT:
SEAMON, WHITESIDE & ASSOCIATES, INC
230 E. PETERSON DRIVE, SUITE B
CHARLOTTE, NC 28217
CONTACT: TREY LITTLE
PHONE: 980-312-5450

SURVEYOR:
PATTERSON LAND SURVEYING, P.A.
P.O. BOX 5010,
MOORSEVILLE, NC 28117
CONTACT: JOEL H. PATTERSON III
PHONE: 704-663-0110

SHEET TABLE LIST

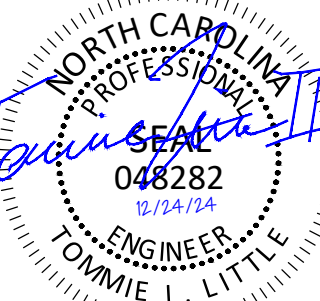
C1.0	TITLE SHEET
C1.1	REZONING NOTES
C2.0	EXISTING CONDITIONS
C2.1	EXISTING TREE SURVEY
C3.0	OVERALL SITE PLAN
C3.1	ENLARGED SITE PLAN
C4.0	OVERALL GRADING AND DRAINAGE PLAN
C4.1	EXISTING SLOPE ANALYSIS
C4.2	PROPOSED SLOPE ANALYSIS
C5.0	UTILITY PLANS
	ARCHITECTURE FOOTPRINT & ELEVATIONS

COMMITTED TRAFFIC IMPROVEMENTS

US-21 & HAMBRIGHT ROAD	CONSTRUCT A SOUTHBOUND RIGHT TURN LANE WITH 250 FEET OF STORAGE AND APPROPRIATE TAPER
	INSTALL A RIGHT TURN OVERLAP PHASE FOR THE SOUTHBOUND APPROACH
	MODIFY THE SIGNAL TO ACCOMMODATE NEW GEOMETRY AND PHASING
MEACHAM FARM DRIVE & COMMERCE STATION DRIVE	CONSTRUCT A SOUTHBOUND LEFT TURN PHASE WITH 125 FEET OF STORAGE AND APPROPRIATE TAPER



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SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
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CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM



COMMERCE STATION
INDUSTRIAL

SKETCH PLAN / CONDITIONAL DISTRICT REZONING

REZONING #: R24-14

HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 12/20/2024
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY

NO.	DESCRIPTION

TITLE SHEET

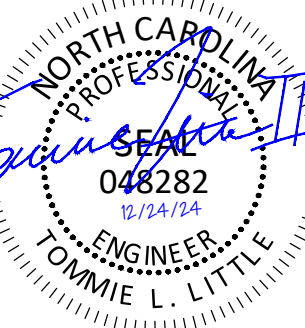
501 WINDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29664 | JUDSONVILLE BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6000, GREENVILLE, SC 29617 | 1301 PETERSON DR., CHARLOTTE, NC 28017 | 1710 N. CEDAR STREET, SUMMERVILLE, SC 29583 | 450 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306
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REZONING NOTES
COMMERCE STATION INDUSTRIAL

1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS ("DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY CC GTIS HUNTERSVILLE CO-OP, LLC ("PETITIONER") ON NOVEMBER 1, 2024 (THE "FILING DATE") AS REZONING PETITION R24-14 & SKETCH PLAN (THE "REZONING PLAN") FOR THAT APPROXIMATELY 64.53 ACRE TRACT OF LAND, IDENTIFIED ON THE REZONING PLAN AS COMMERCE STATION INDUSTRIAL (THE "PROJECT") IN CONNECTION WITH TAX PARCEL NUMBER 019-301-05 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM CORPORATE BUSINESS (CB) TO CORPORATE BUSINESS-CONDITIONAL DISTRICT (CB-CD) IN ACCORDANCE WITH THE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE").
2. DEVELOPMENT STANDARDS. DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE DATE OF THE FILING OF THE REZONING PLAN. UNLESS THE REZONING PLAN ESTABLISHES ALTERNATE STANDARD(S) AS NOTED ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS, THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE DATE OF THE FILING OF THE REZONING PLAN GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN.
3. SCHEMATIC NATURE OF REZONING PLAN. THE LOTS AND PROPOSED IMPROVEMENTS AND ARCHITECTURAL RENDERINGS SHOWN ON AND INCLUDED WITH THE REZONING PLAN ARE SCHEMATIC IN NATURE AND EXACT LOCATIONS, ARCHITECTURAL DETAILS, STYLE AND MATERIALS, SIZE, NUMBER OR QUANTITY AND CONFIGURATIONS OF LOTS AND BUILDINGS MAY BE MODIFIED DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH ALTERATION IS WITHIN THE PARAMETERS OF THE APPROVED TRAFFIC IMPACT ANALYSIS AND PERMITTED USES SET FORTH HEREIN. MULTIPLE BUILDINGS MAY BE COMBINED AND A SINGLE BUILDING MAY BE DIVIDED INTO TWO OR MORE BUILDINGS AS LONG AS THE RESULTING BUILDING COMPLIES WITH THE ORDINANCE STANDARDS. THE EXACT ALIGNMENTS OF THE INTERNAL DRIVES AND INTERNAL PUBLIC STREETS, INCLUDING SIDEWALK, PLANTING STRIP AND INTERSECTION DESIGN AND LOCATION, HAVE NOT BEEN DETERMINED AND ARE SUBJECT TO FINAL DESIGN AND ENGINEERING PLANS, AND MINOR ALTERATIONS OF THESE ALIGNMENTS MAY TAKE PLACE DURING DESIGN DEVELOPMENT AND CONSTRUCTION PHASES.
4. PHASING. THE DEVELOPMENT OF THE PROPERTY AS GENERALLY DEPICTED ON THE REZONING PLAN MAY BE PHASED, AS DETERMINED DURING THE COURSE OF CONSTRUCTION. ANY PROPOSED PHASING MUST ALIGN WITH TIA, INFRASTRUCTURE, PARKING, TREE SAVE, OPEN SPACE AND STORMWATER REQUIREMENTS FOR THAT PHASE. PROVIDED, HOWEVER, ANY MITIGATION REQUIRED BY NCDOT WILL BE COORDINATED WITH NCDOT BEFORE OR AFTER APPROVAL OF THIS REZONING PETITION.
5. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT AND PRIOR TO COMPLETION OF THE DEVELOPMENT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE REZONING PLAN AND THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS. APPROVAL OF THIS CONDITIONAL REZONING SHALL CONSTITUTE ESTABLISHMENT OF VESTED RIGHTS IN THE LANDOWNER (AND ITS SUCCESSORS OR ASSIGNS) FOR A PERIOD OF FIVE YEARS PURSUANT TO N.C. GEN. STAT. §160D-108.1.
6. PERMITTED USES. THE PROPERTY MAY BE DEVELOPED FOR ANY USES (INCLUDING ACCESSORY USES) PERMITTED IN THE CORPORATE BUSINESS ZONING DISTRICT. ANY LABELLING ON THE REZONING PLAN MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF THE PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES. RETAIL, RESTAURANT, PERSONAL SERVICES, BRANCH BANKS, CONFERENCE FACILITIES, CLINICS, INDOOR RECREATION AND SIMILAR "WORKPLACE SUPPORT USES", AS REFERENCED IN 3.2.9(C) OF THE ORDINANCE, UP TO 10% OF GROSS FLOOR AREA WITHIN THE DEVELOPMENT OR 70,000 SF, WHICHEVER IS LESS, ARE PERMITTED. MAXIMUM BUILDING SQUARE FOOTAGE IN THE PROJECT SHALL BE LIMITED TO 500,000 SF.
7. SUBDIVISION. THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION IS CONSISTENT WITH THE GENERAL DESIGN OF THE REZONING PLAN, IN COMPLIANCE WITH APPLICABLE LAW, INCLUDING SUBDIVISION REGULATIONS AND CONSISTENT WITH THE ORDINANCE EXCEPT AS SHOWN ON THE APPROVED REZONING PLAN. HOWEVER, RECOMBINATION, CONDOMINIUMIZATION, OR REDUCTION OF THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE WITHOUT AMENDMENT TO THE REZONING PLAN. REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.
8. STREET IMPROVEMENTS. PETITIONER SHALL BE REQUIRED TO INSTALL SIDEWALKS, STREET TREES, PLANTING STRIPS, BICYCLE LANES OR OTHER STREET IMPROVEMENTS AS A CONDITION OF THE APPROVAL OF THIS REZONING PLAN AS SPECIFICALLY SHOWN ON THE REZONING PLAN AND AS REQUIRED BY THE ZONING ORDINANCE, SUBDIVISION ORDINANCE, APPLICABLE HUNTERSVILLE/NCDOT TIA, OR DRIVEWAY PERMIT REQUIREMENTS. SECOND ROW STREET TREES MAY BE PLACED BEHIND THE SIDEWALK IN A LANDSCAPE EASEMENT IF REQUIRED BY PETITIONER AND TO SATISFY THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL. CONNECTIONS TO ANY SUB STREETS SHOWN AT THE BOUNDARIES OF THE PROPERTY SHALL BE THE OBLIGATION OF THE ADJOINING OWNER UNLESS OTHERWISE INDICATED ON THE REZONING PLAN.
9. GRADING. AS MORE PARTICULARLY DESCRIBED IN THE REZONING PLAN AND THE MODIFICATIONS, GRADING IN THE BUFFER SHALL BE ALLOWED IN ACCORDANCE WITH THE MODIFICATIONS SET FORTH HEREIN.
10. AMENDMENT. FUTURE AMENDMENTS TO THE REZONING PLAN AND/OR THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE; PROVIDED, HOWEVER, IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OTHER OWNER OF ALL OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT CONSTITUTES A CHANGE IN THE BUILDING OR USE OF THE PORTION OF THE PROPERTY OWNED BY SUCH OWNER, PROVIDED PETITIONER PROVIDES FOR SUCH AMENDMENT RIGHT IN THE RECORDED PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT. ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAT WHEN RECORDED.
11. BMP DESIGN. THE DESIGNS FOR THE BMPS SHOWN ON THE REZONING PLAN SHALL BE FINALIZED DURING THE CONSTRUCTION PHASE AND SHALL BE COMPLETED AS A PART OF THE INFRASTRUCTURE IMPROVEMENTS. IF STORMWATER CONTROL MEASURE #2 (SCM#2) ENROACHES ONTO A PORTION OF TAX PARCEL NO. 019-301-06 (THE "GREENWAY PARCEL"), AS SHOWN ON THE REZONING PLAN, SCM#2 SHALL BE NON-INFILTRATING AND AN EASEMENT OVER, OR CONVEYANCE OF, THE PORTION OF THE GREENWAY PARCEL AFFECTED BY SUCH ENROACHMENT SHALL BE OBTAINED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE BUILDING UTILIZING SCM#2.
12. BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS. IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE USE AND DEVELOPMENT OF THE PROPERTY IMPOSED UNDER THESE DEVELOPMENT STANDARDS AND THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF PETITIONER AND THE CURRENT AND SUBSEQUENT OWNERS OF THE PROPERTY AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS. THROUGHOUT THESE DEVELOPMENT STANDARDS, THE TERM "PETITIONER" SHALL BE DEEMED TO INCLUDE THE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST AND ASSIGNS OF PETITIONER OR THE OWNER OR OWNERS OF THE PROPERTY FROM TIME TO TIME WHO MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.
13. ELEVATIONS. THE ELEVATIONS ARE SUBMITTED AS EXAMPLES ONLY AND ARE NOT THE ACTUAL ELEVATIONS FOR THIS PROJECT. STAFF MAY APPROVE ELEVATIONS SUBMITTED DURING CONSTRUCTION THAT ARE GENERALLY CONSISTENT WITH THE CONCEPTUAL RENDERINGS INCLUDED WITH THE REZONING PLAN AND THE EXAMPLE MATERIALS PROVIDED.
14. MODIFICATIONS TO STANDARDS. PURSUANT TO SECTION 11.4.7(K) OF THE ORDINANCE, THE STANDARDS OF THE ORDINANCE ARE MODIFIED TO PERMIT THE FOLLOWING:
- a. APPROVAL OF A 40-FOOT-WIDE BUFFER AS SHOWN ON THE REZONING PLAN. GRADING SHALL BE ALLOWED IN THE BUFFER YARDS AS SHOWN ON THE REZONING PLAN AND REPLANTING SHALL BE IN ACCORDANCE WITH THE ALTERNATE BUFFER YARD PLAN.
- b. IF THE REALIGNMENT OF VERHOEFF ROAD IS FINALIZED IN A LOCATION NOT REPRESENTED ON THE REZONING PLAN, NO AMENDMENT TO THE APPROVED REZONING SHALL BE REQUIRED AND BUFFERS MAY BE MODIFIED AS A PART OF PRELIMINARY PLAN APPROVAL.
- c. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, A PRIVATE EASEMENT AGREEMENT BETWEEN THE PETITIONER AND THE OWNER OF THE GREENWAY PARCEL SHALL BE EXECUTED TO ALLOW MAINTENANCE OF AND ACCESS TO COMMERCE STATION DRIVE.
- d. THE PCO STREAM BUFFER ON THE PROPERTY MAY BE IMPACTED AS SHOWN ON THE REZONING PLAN AND THE MITIGATION PROVIDED SHALL INCLUDE OPTION 8 FROM SECTION 8.25.11.B IN THE TOWN OF HUNTERSVILLE ZONING ORDINANCES.
- e. THE PRIVATE STREET ON THE WESTERN SIDE OF THE PROPERTY SHALL BE BUILT TO INDUSTRIAL LOCAL STREET STANDARDS AND SIDEWALKS SHALL NOT BE REQUIRED ON THE PRIVATE STREET.



MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
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SUMMERVILLE, SC
843.972.0710
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CHARLOTTE, NC
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COMMERCE STATION

INDUSTRIAL

SKETCH PLAN / CONDITIONAL DISTRICT REZONING

REZONING #: R24-14

HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 12/20/2024
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY

NO.	DESCRIPTION	DATE

REZONING NOTES

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSONVILLE BUILDING 6000, 701 EAS FV BRIDGE RD, SUITE 2000, GREENVILLE, SC 29611 | 200 PETERSON DR, CHARLOTTE, NC 28207 | 110 N CEDAR STREET, SUMMERVILLE, SC 29583 | 150 N DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306
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- TREE LEGEND**
- SPECIMEN TREE TO REMAIN
- >12" DBH NON SPECIMEN TREE TO REMAIN
- SPECIMEN TREE REMOVAL
- >12" DBH NON SPECIMEN TREE REMOVAL

HERITAGE TREES

NUMBER OF HERITAGE TREES ON SITE: 0
NUMBER OF HERITAGE TREES SAVED: N/A
PERCENTAGE OF HERITAGE TREES REQUIRED TO SAVE: 100%
PERCENTAGE OF HERITAGE TREES ACTUALLY SAVED: N/A

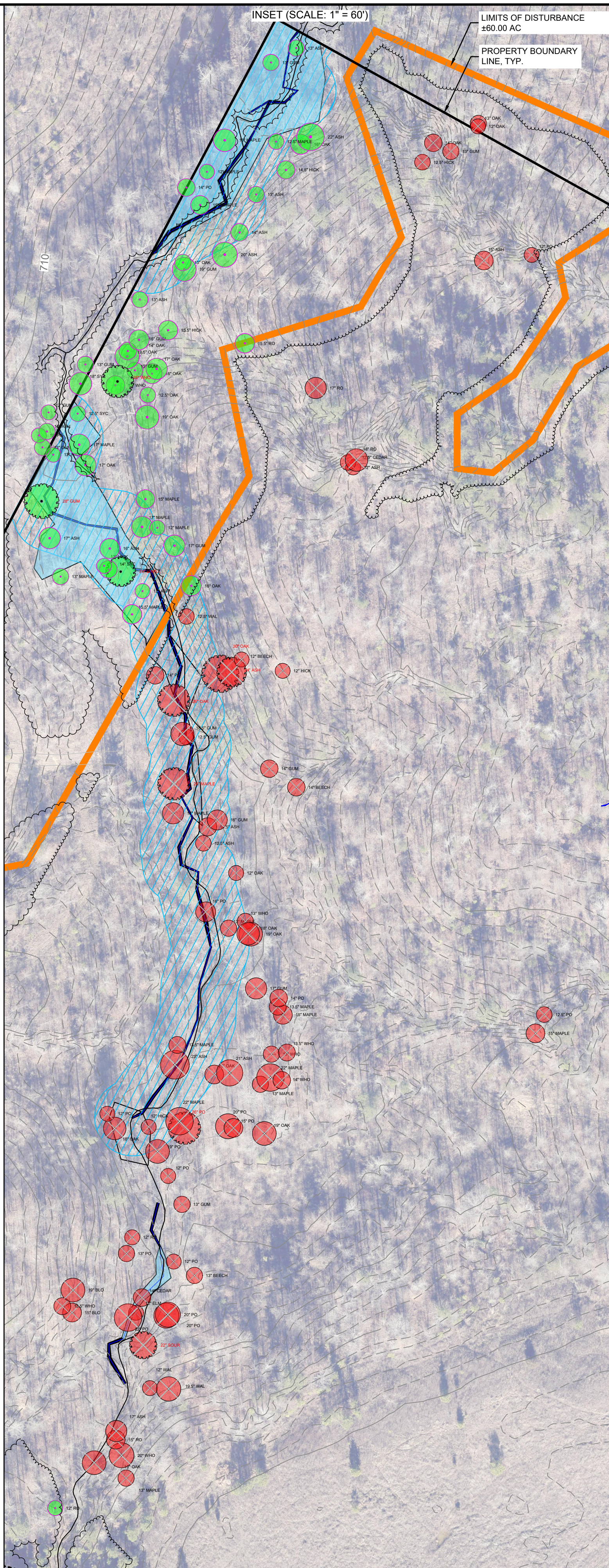
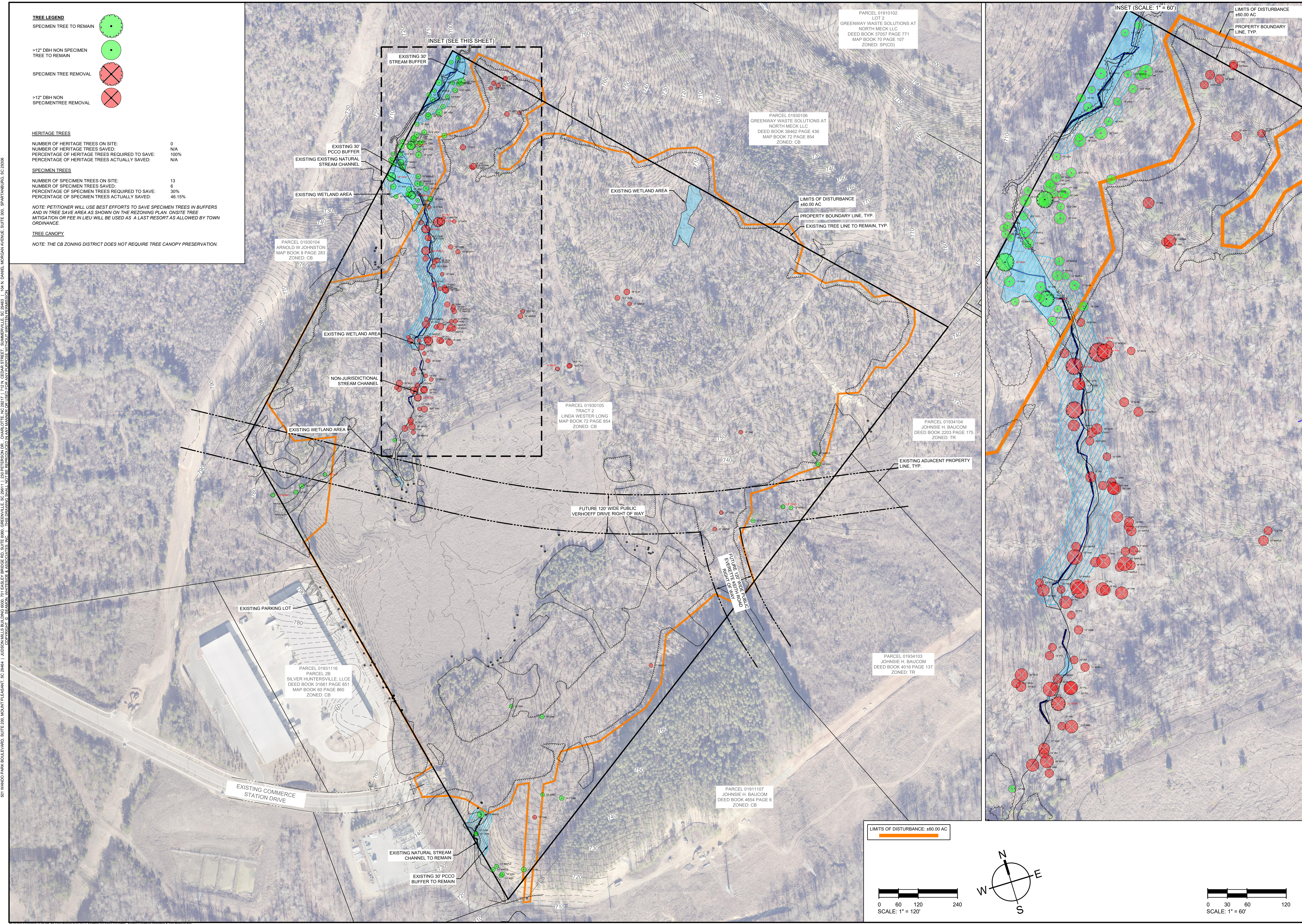
SPECIMEN TREES

NUMBER OF SPECIMEN TREES ON SITE: 13
NUMBER OF SPECIMEN TREES SAVED: 6
PERCENTAGE OF SPECIMEN TREES REQUIRED TO SAVE: 30%
PERCENTAGE OF SPECIMEN TREES ACTUALLY SAVED: 46.15%

NOTE: PETITIONER WILL USE BEST EFFORTS TO SAVE SPECIMEN TREES IN BUFFERS AND IN TREE SAVE AREA AS SHOWN ON THE REZONING PLAN. ON-SITE TREE MITIGATION OR FEE IN LIEU WILL BE USED AS A LAST RESORT AS ALLOWED BY TOWN ORDINANCE.

TREE CANOPY

NOTE: THE CB ZONING DISTRICT DOES NOT REQUIRE TREE CANOPY PRESERVATION.



SEAMON WHITESIDE

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WWW.SEAMONWHITESIDE.COM

NORTH CAROLINA
SEAMON WHITESIDE & ASSOCIATES, INC.
NO. C-2466
CERTIFICATE OF AUTHORIZATION

NORTH CAROLINA
PROFESSIONAL ENGINEER
TOMMIE LITTLE
048282
12/14/24

COMMERCE STATION INDUSTRIAL

SKETCH PLAN / CONDITIONAL DISTRICT REZONING

REZONING #: R24-14

HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 12/20/2024
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY

NO.	DESCRIPTION	DATE

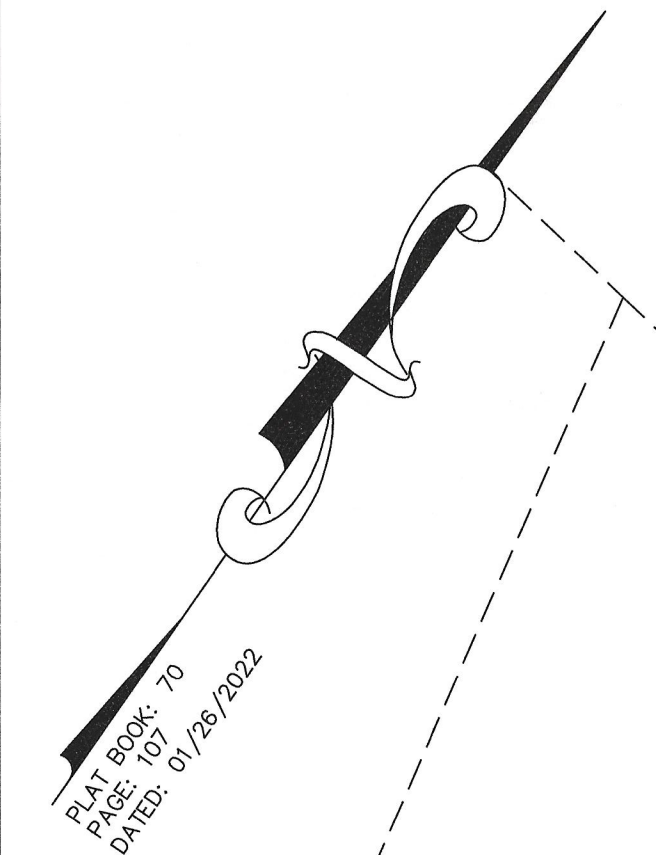
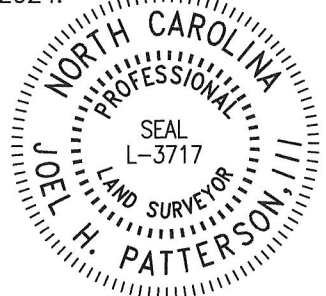
EXISTING CONDITIONS

C2.0

I, Joel H. Patterson III, certify that this plat was drawn under my supervision from an actual survey made under my supervision (see description and/or Map Book 72 Page 854). That the boundaries not surveyed are clearly indicated as drawn from information found in Book N/A, Page N/A; that the ratio of precision as calculated is 1: 10,000+ that this plat is of another category, such as the recombination of existing parcel (s), a court-ordered survey, or other exception to the definition of subdivision.
Witness my original signature, registration number and seal.

This 3 day of October, A.D. 2024.

JOEL H. PATTERSON III
REGISTRATION NUMBER: L-3717



PARCEL 0193116
SILVER PINE LANE, LLC
DEED BOOK 3168 PAGE 861
MAP BOOK 72 PAGE 854
ZONED: CB

Commerce Station Dr
60' Public R/W

Water blow off
Water meter
Water valve
Fire Hydrant
Power Transformer
16" RGR
21" RCP
Catch Basin # 2
Rim = 745.78
Inv Out: 744.84
Inv In: 745.18
Found #5 Rebar
Elevation Top of Iron: 749.14

PARCEL 0191117
TOWN OF HUNTERVILLE
DEED BOOK 1216 PAGE 860
MAP BOOK 72 PAGE 854
ZONED: CB

Found 1 1/2" Iron Pin
Found Stone Near Iron
Sanitary Sewer Man Hole
Rim = 714.54
Inv Out: 695.58
Inv In: 696.09

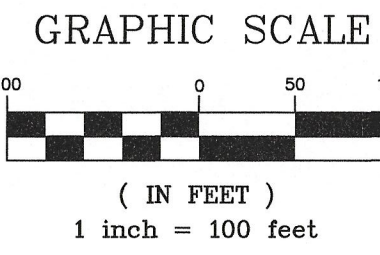
- SURVEYOR NOTES
- ALL DIMENSIONS SHOWN ARE IN US SURVEY FEET AND DECIMALS THEREOF AND ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE INDICATED. AREA BY COORDINATE METHOD.
 - THIS SURVEY IS BASED ON DEED BOOK 6116 PAGE 663, DEED BOOK 37057 PAGE 773 AND MAP BOOK 70 PAGE 107 AS RECORDED AT THE MECKLENBURG COUNTY REGISTER OF DEEDS.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. THE PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS-OF-WAY, EASEMENTS, RESTRICTIVE COVENANTS OR CONDITIONS NOT OBSERVED OR SHOWN HEREON.
 - SUBJECT PARCEL LIES WITHIN A SUBDIVISION PREVIOUSLY TIED TO NC GRID.
 - BASIS OF BEARINGS: NC GRID (NAD 83)
 - #4 REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - THE LOCATION OF UTILITIES AS SHOWN HEREON, WHETHER PUBLIC OR PRIVATE, ARE BASED ON THE LOCATION OF VISIBLE ABOVE GROUND APPURTENANCES ONLY. OTHER UTILITIES WHICH WERE NOT OBSERVED AND NOT SHOWN HEREON MAY EXIST. IT IS THE OWNERS/TENANTS RESPONSIBILITY TO VERIFY THE LOCATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. GEOMATIC CONCEPTS, PLLC CANNOT ASSUME RESPONSIBILITY FOR MISIDENTIFICATION OR OMISSION OF UNDERGROUND UTILITIES.
 - THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
 - THIS PROPERTY LIES IN FLOOD ZONE "X" AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 3710465000K, WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2008.
 - PROPERTY IS ZONED: CB
 - THIS PROPERTY IS LOCATED WITHIN THE CLARKE WATERSHED

PARCEL 0191107
WILSON D JOHNSTON
DEED BOOK 4654 PAGE 6
ZONED: CB

PARCEL 01934103
JOHNSIE H. BAUCOM
DEED BOOK 4016 PAGE 137
ZONED: TR

PARCEL 01934104
JOHNSIE H. BAUCOM
DEED BOOK 2203 PAGE 175
ZONED: TR

15' Access Easement
0.80 Acres



BOUNDARY & TOPOGRAPHICAL SURVEY OF
TRACT 2 (MAP BOOK 72 PAGE 854)
HUNTERVILLE TOWNSHIP, MECKLENBURG COUNTY, NC

Prepared For: CRESCENT COMMUNITIES
601 S. TRYON ST. SUITE 800
CHARLOTTE, NC 28202

Owner: LINDA WASTER LONG
116 JULIA DRIVE
LINCOLNTON, NC 28092

PATTERSON LAND SURVEYING, P.A.

NC LICENSE #: C-3390
P.O. BOX 5010, MOORESVILLE, NC 28117
PHONE: 704-663-0110 EMAIL: pattersonlandsurveying@gmail.com

Drawn By: BWB Checked By: JHP Scale: 1" = 100' Project No. 24016
Tax Parcel: 01930105
Date: October 31, 2024 Sheet No. 3 of 3
File: 24016_TOPO_TREESURVEY.dwg

Tree Table	
TREE NUMBER	TREE SIZE / SPECIES
100	12" OAK
101	15.5" POPLAR
102	13" RED OAK
103	12.5" SOURWOOD
104	12" RED OAK
105	19" OAK
106	13" MAPLE
107	20" WHITE OAK
108	15" RED OAK
109	17" WHITE ASH
110	12" WALNUT
111	19.5" WALNUT
112	22" SOURWOOD
113	20" POPLAR
114	20" POPLAR
115	14" CEDAR
116	12" ELM
117	22" POPLAR
118	15" BLACK OAK
119	13.5" WHITE OAK

Tree Table	
TREE NUMBER	TREE SIZE / SPECIES
120	19" BLACK OAK
121	13" POPLAR
122	12" RED MAPLE
123	12" POPLAR
124	13" BEECH
125	13" SWEETGUM
126	12" POPLAR
127	19" POPLAR
128	26" POPLAR
129	22" MAPLE
130	12" HICKORY
131	20" POPLAR
132	18" OAK
133	12" POPLAR
134	12" RED OAK
135	23" WHITE ASH
136	13.5" MAPLE
137	15" POPLAR
138	19" OAK
139	15" OAK

Tree Table	
TREE NUMBER	TREE SIZE / SPECIES
140	21" WHITE ASH
141	13" MAPLE
142	22" MAPLE
143	13" WHITE OAK
144	13.5 WHITE OAK
145	14" WHITE OAK
146	15" MAPLE
147	13.5 MAPLE
148	17" SWEETGUM
149	13" MAPLE
150	13" WHITE OAK
151	19" OAK
152	16" OAK
153	16" POPLAR
154	12" OAK
155	12.5 WHITE ASH
156	14.5 WHITE ASH
157	16" SWEETGUM
158	17" MAPLE
159	12.5" POPLAR

Tree Table	
TREE NUMBER	TREE SIZE / SPECIES
160	15" MAPLE
161	19" OAK
162	12.5" OAK
163	16" OAK
164	17" OAK
165	13" SWEETGUM
166	19.5" OAK
167	14" OAK
168	15" WHITE OAK
169	26" WHITE OAK
170	12.5" SYCAMORE
171	18" SYCAMORE
172	13" SWEETGUM
173	16" SWEETGUM
174	15.5 HICKORY
175	13" ASH
176	19" SWEETGUM
177	13" OAK
178	20" ASH
179	14" ASH

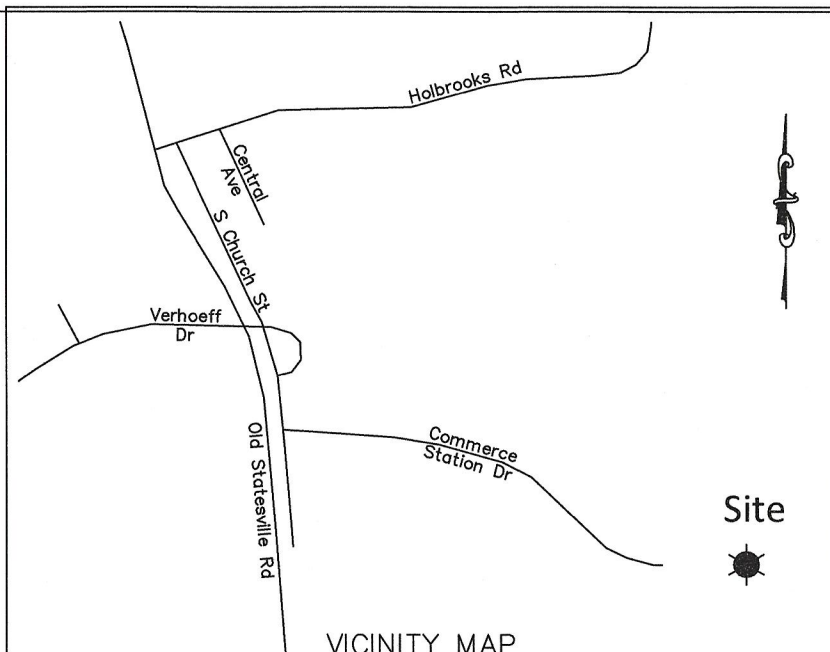
Tree Table	
TREE NUMBER	TREE SIZE / SPECIES
180	13" WHITE ASH
181	14.5 HICKORY
182	16" OAK
183	22" ASH
184	26" MAPLE
185	12.5" SWEETGUM
186	18.5" SWEETGUM
187	26" OAK
188	14" POPLAR
189	30" WHITE OAK
190	24" ASH
191	12" BEECH
192	12" HICKORY
193	16" OAK
194	12.5 WALNUT
195	17" SWEETGUM
196	17" MAPLE
197	15.5 MAPLE
198	12" ASH
199	24" MAPLE

Tree Table	
TREE NUMBER	TREE SIZE / SPECIES
200	14" SYCAMORE
201	12" HICKORY
202	16" ASH
203	13" MAPLE
204	17" ASH
205	28" SWEETGUM
206	12" HICKORY
207	13" SWEETGUM
208	12" POPLAR
209	13" ASH
210	12" SWEETGUM
211	17" OAK
212	12" MAPLE
213	15" MAPLE
214	17" MAPLE
215	14" POPLAR
216	15.5" RED OAK
217	17" RED OAK
218	12" ASH
219	12.5" CEDAR

Tree Table	
TREE NUMBER	TREE SIZE / SPECIES
220	18" RED OAK
221	12.5" HICKORY
222	14" OAK
223	15" ASH
224	12" POPLAR
225	13" OAK
226	12" OAK
227	13" SWEETGUM
230	15" RED MAPLE
231	14" POPLAR
232	12" MAPLE
233	16" MAPLE
234	12.5" MAPLE
235	13" ASH
236	13" SWEETGUM
237	15.5" OAK
238	13" OAK
239	12" OAK
240	14.5" MULTI-STEM OAK

Tree Table	
TREE NUMBER	TREE SIZE / SPECIES
241	12" MULTI-STEM BEECH
242	12.5" OAK
243	12" SWEETGUM
244	12" MAPLE
245	12.5" PERSIMMON
246	12" MAPLE
247	15" MAPLE
248	14" ASH
249	12" MAPLE
250	15.5" SWEETGUM
251	18" MULTI-STEM AMERICAN ELM
252	14.5" POPLAR
253	14.5" POPLAR
254	13" REDBUD
255	12" OAK
256	13" ASH
257	14" ASH
258	13" MAPLE
259	13" MAPLE
260	12" SWEETGUM

Tree Table	
TREE NUMBER	TREE SIZE / SPECIES
261	13" SWEETGUM
262	21.5" MAPLE
263	14" OAK
264	12" OAK
265	14" BEECH
266	14" SWEETGUM

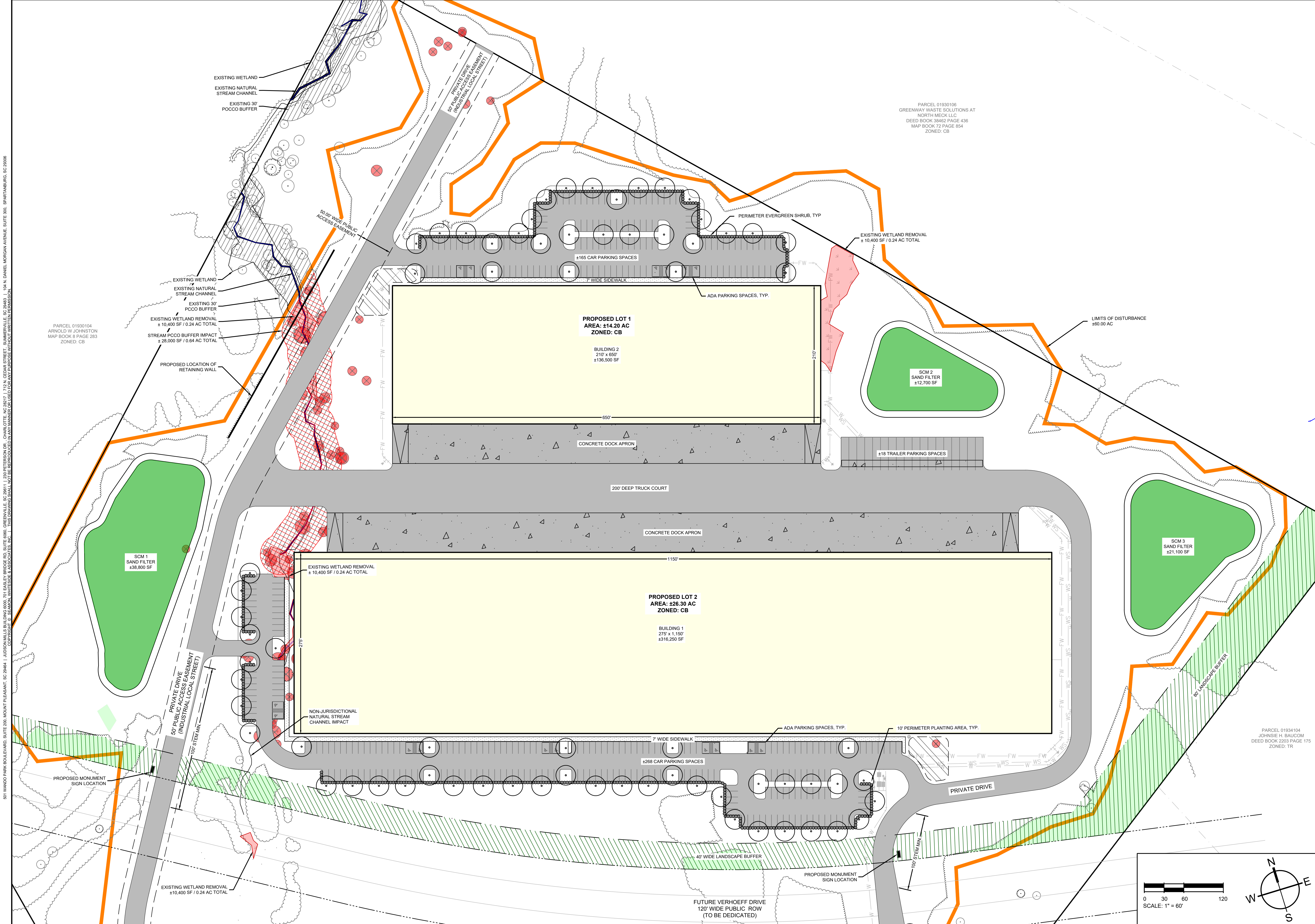


VICINITY MAP
NOT TO SCALE

LEGEND

- EOP = Edge-of-pavement
WM = Water Meter
WV = Water Valve
Tree
UE = Underground Electric
G = Gas Line
WL = Water Line
CI = Curb Inlet
H = Hydrant
RCP = Reinforced Concrete Pipe
TBOC = Top Back of Curb
CL = Center Line of Road

501 WINDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29564 | JUDSONVILLE BUILDING 600, 701 EASLEY BRIDGE RD, SUITE 200, GREENVILLE, SC 29611 | JON PETERSON JR., CHARLOTTE, NC 28207 | 101 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306



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CHARLOTTE, NC
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RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

NORTH CAROLINA
SEAMON WHITESIDE & ASSOCIATES, INC.
NO. C-2466
CERTIFICATE OF AUTHORIZATION

NORTH CAROLINA
Professional Engineer
048282
12/14/24
ENGINEER
TOMMIE L. LITTLE

COMMERCE STATION
INDUSTRIAL
SKETCH PLAN / CONDITIONAL DISTRICT REZONING
REZONING #: R24-14
HUNTERVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 12/20/2024
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY

NO.	DATE	DESCRIPTION

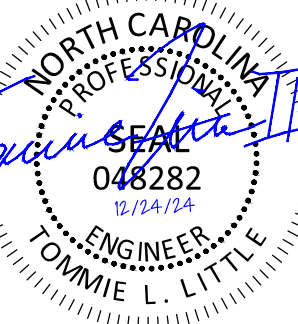
ENLARGED
SITE PLAN

C3.1

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY DRIVE, SUITE 6000, GREENVILLE, SC 29611 | 250 PETERSON DR., CHARLOTTE, NC 28207 | 1711 N. CEDAR STREET, SUMMERVILLE, SC 29585 | 1501 N. DANIEL MORRIS AVENUE, SUITE 300, SPARTANBURG, SC 29306
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SKETCH PLAN / CONDITIONAL DISTRICT REZONING
REZONING #: R24-14
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

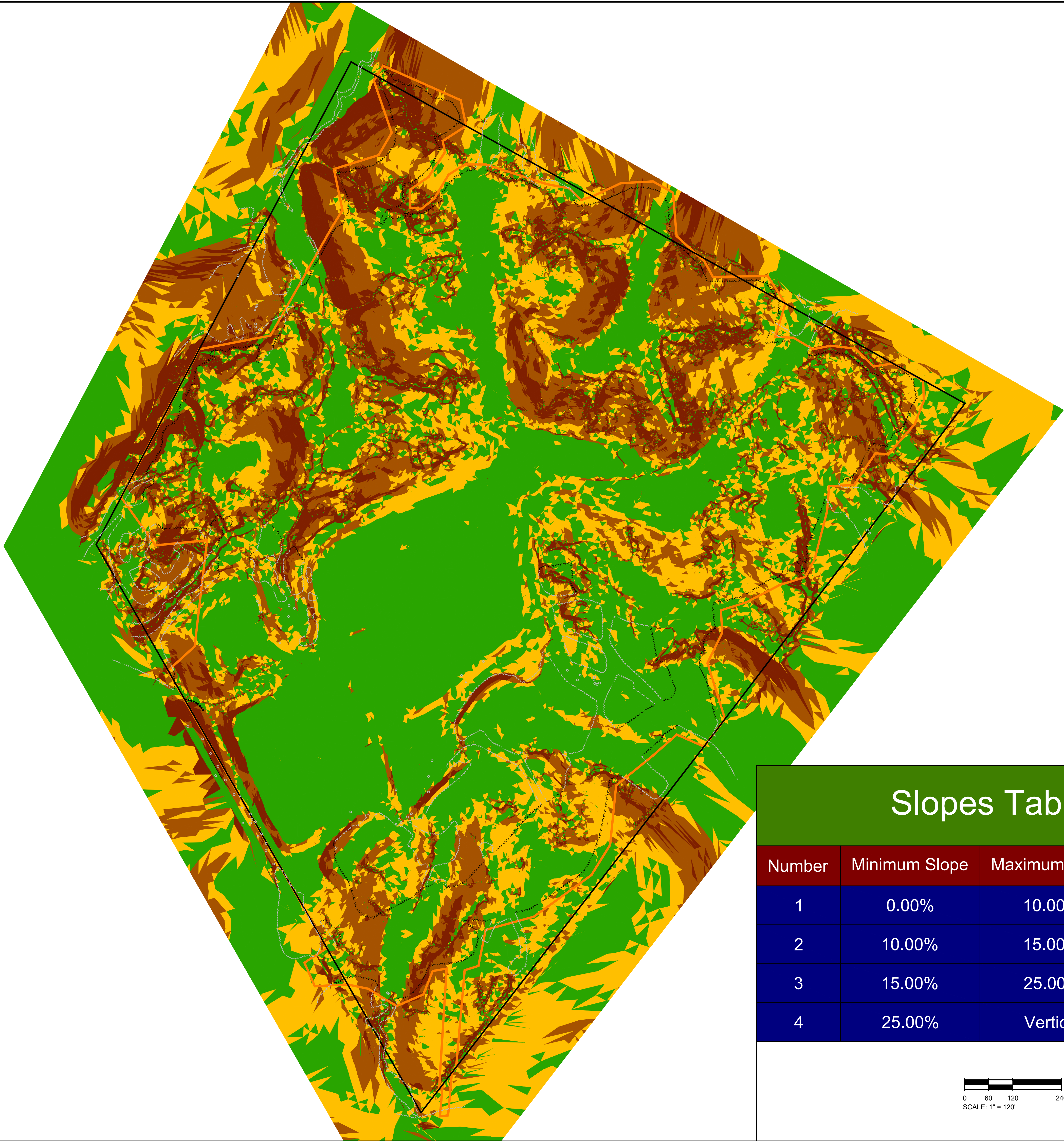
SW+ PROJECT: 10660
DATE: 12/20/2024
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY

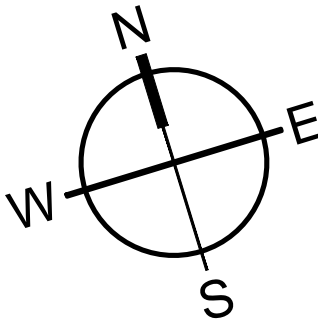
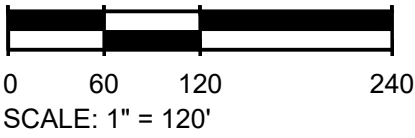
NO.	DESCRIPTION

OVERALL
GRADING AND
DRAINAGE
PLAN

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSONVILLE BUILDING 600, 701 EAST F STREET, SUITE 600, GREENVILLE, SC 29611 | 201 PETERSON DR., CHARLOTTE, NC 28207 | 101 N. CEDAR STREET, SUMMERVILLE, SC 29583 | 100 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306
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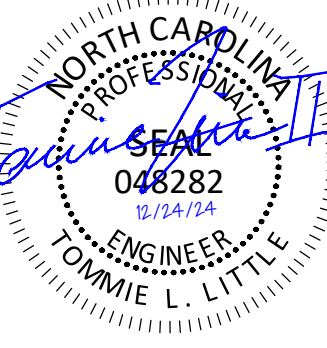
Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	
2	10.00%	15.00%	
3	15.00%	25.00%	
4	25.00%	Vertical	





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SKETCH PLAN / CONDITIONAL DISTRICT REZONING
REZONING #: R24-14
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 12/20/2024
DRAWN BY: JCH/ASB
CHECKED BY: CAB

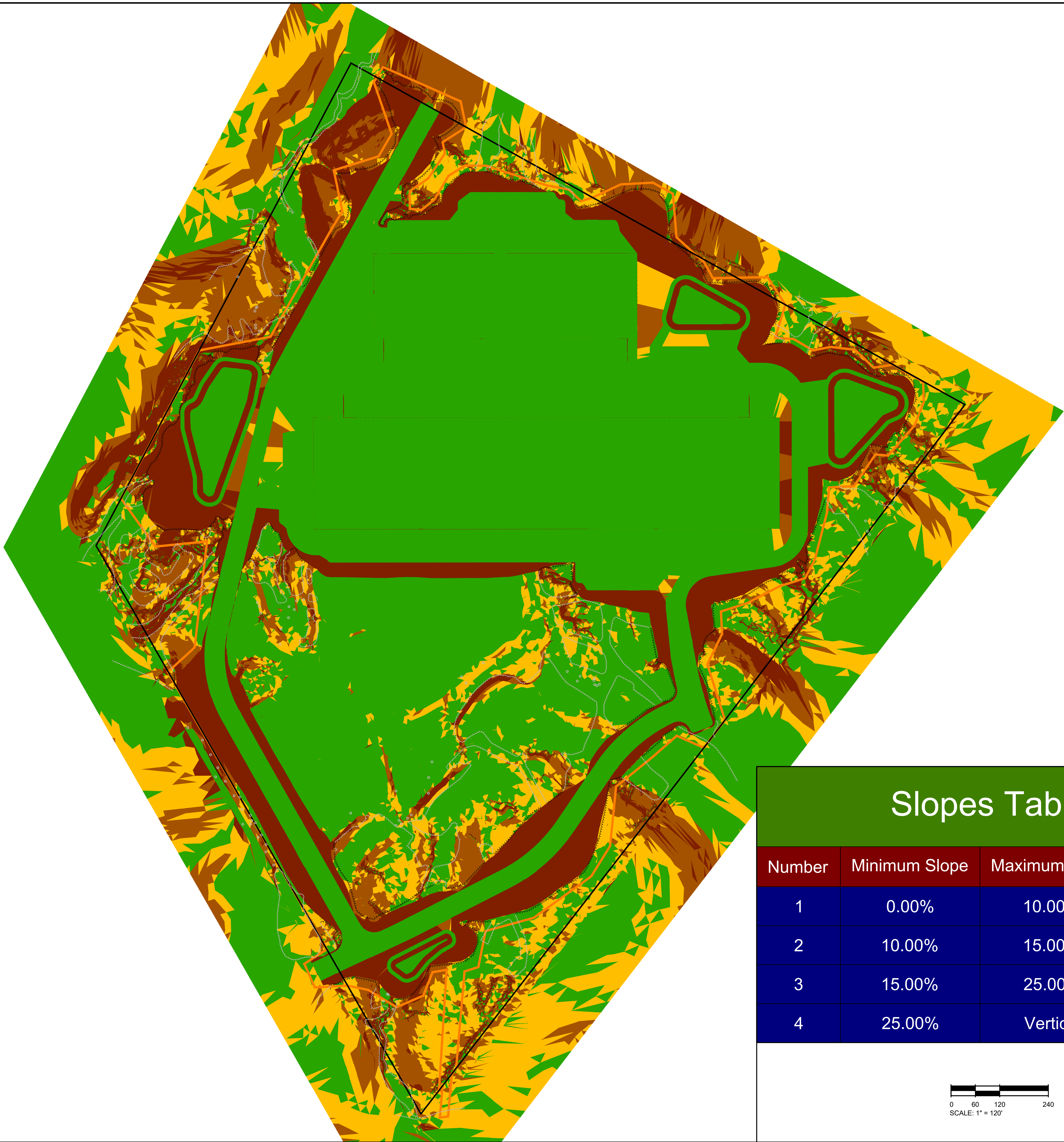
REVISION HISTORY

NO.	DESCRIPTION	DATE

EXISTING
SLOPE
ANALYSIS

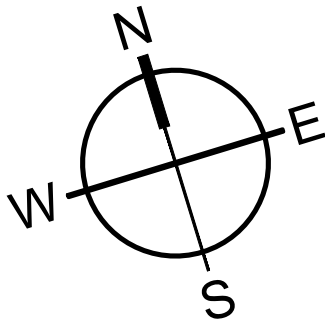
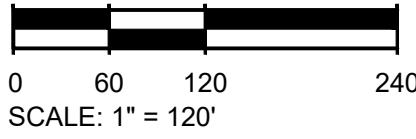
C4.1

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Slopes Table

Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	
2	10.00%	15.00%	
3	15.00%	25.00%	
4	25.00%	Vertical	



**COMMERCE STATION
INDUSTRIAL**
SKETCH PLAN / CONDITIONAL DISTRICT REZONING
REZONING #: R24-14
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

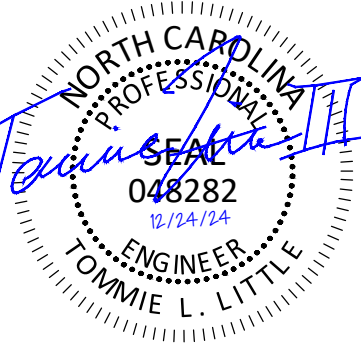
SW+ PROJECT: 10660
DATE: 12/20/2024
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY

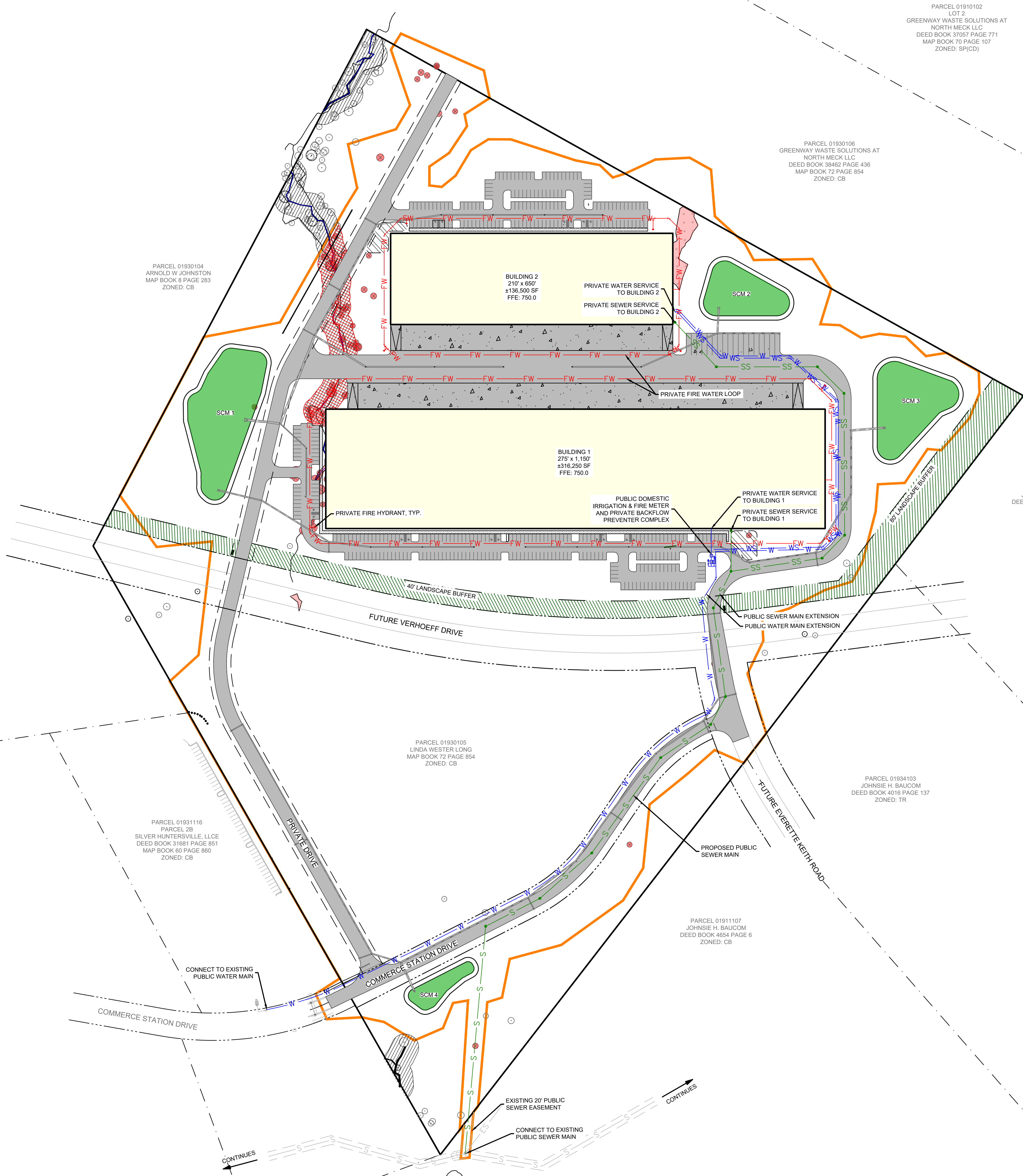
PROPOSED
SLOPE
ANALYSIS



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PARCEL 01910102
LOT 2
GREENWAY WASTE SOLUTIONS AT
NORTH MECK LLC
DEED BOOK 37057 PAGE 771
MAP BOOK 70 PAGE 107
ZONED: SP(CD)

PARCEL 01930106
GREENWAY WASTE SOLUTIONS AT
NORTH MECK LLC
DEED BOOK 38462 PAGE 436
MAP BOOK 72 PAGE 854
ZONED: CB

PARCEL 01930104
ARNOLD W. JOHNSTON
MAP BOOK 8 PAGE 283
ZONED: CB

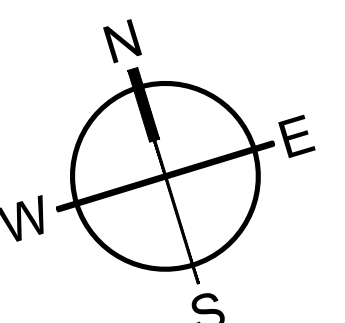
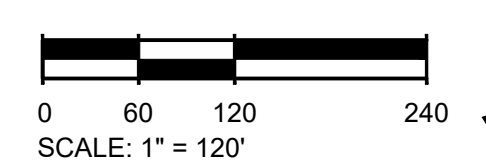
PARCEL 01934104
JOHNSIE H. BAUCOM
DEED BOOK 2203 PAGE 175
ZONED: TR

PARCEL 01930105
LINDA WESTER LONG
MAP BOOK 72 PAGE 854
ZONED: CB

PARCEL 01931116
PARCEL 2B
SILVER HUNTERVILLE, LLC
DEED BOOK 31681 PAGE 851
MAP BOOK 60 PAGE 860
ZONED: CB

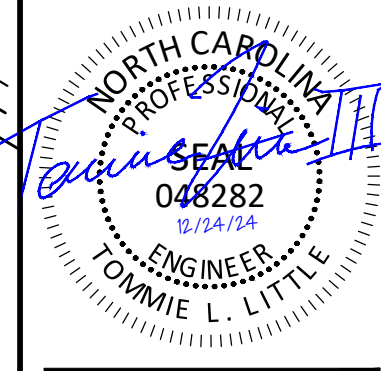
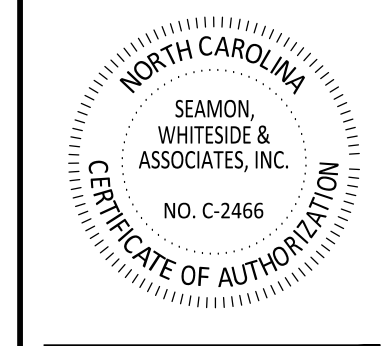
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JOHNSIE H. BAUCOM
DEED BOOK 4016 PAGE 137
ZONED: TR

PARCEL 01911107
JOHNSIE H. BAUCOM
DEED BOOK 4654 PAGE 6
ZONED: CB



SW
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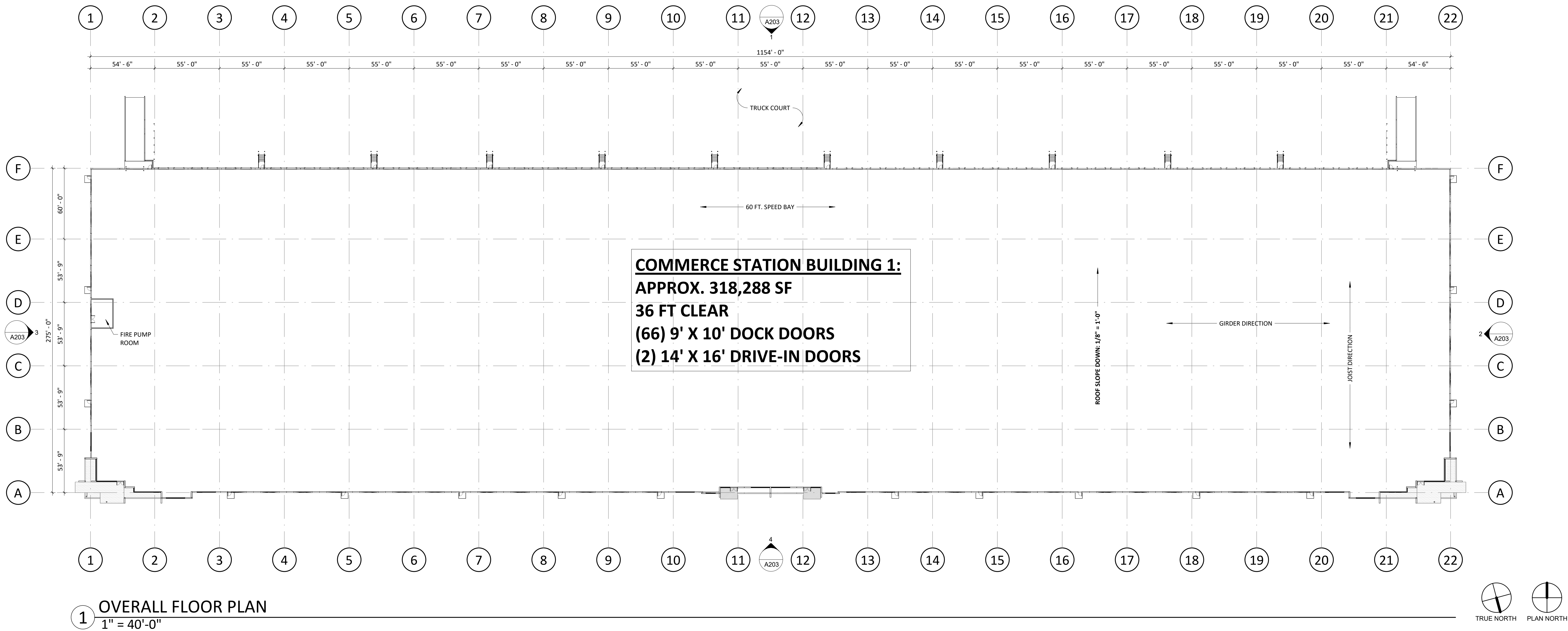


**COMMERCE STATION
INDUSTRIAL**
SKETCH PLAN / CONDITIONAL DISTRICT REZONING
REZONING #: R24-14
HUNTERVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 10660
DATE: 12/20/2024
DRAWN BY: JCH/ASB
CHECKED BY: CAB

REVISION HISTORY	

UTILITY PLANS



10/20/2024 4:54:03 PM

CONSULTANTS:

GENERAL CONTRACTOR:

CLIENT:

**COMMERCE STATION INDUSTRIAL
BUILDING 1**

SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NC

SEALS:

REVISIONS		
MARK	DATE	DESCRIPTION

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.

PROJECT NUMBER: C24018 PERMIT TRACKING: X

DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

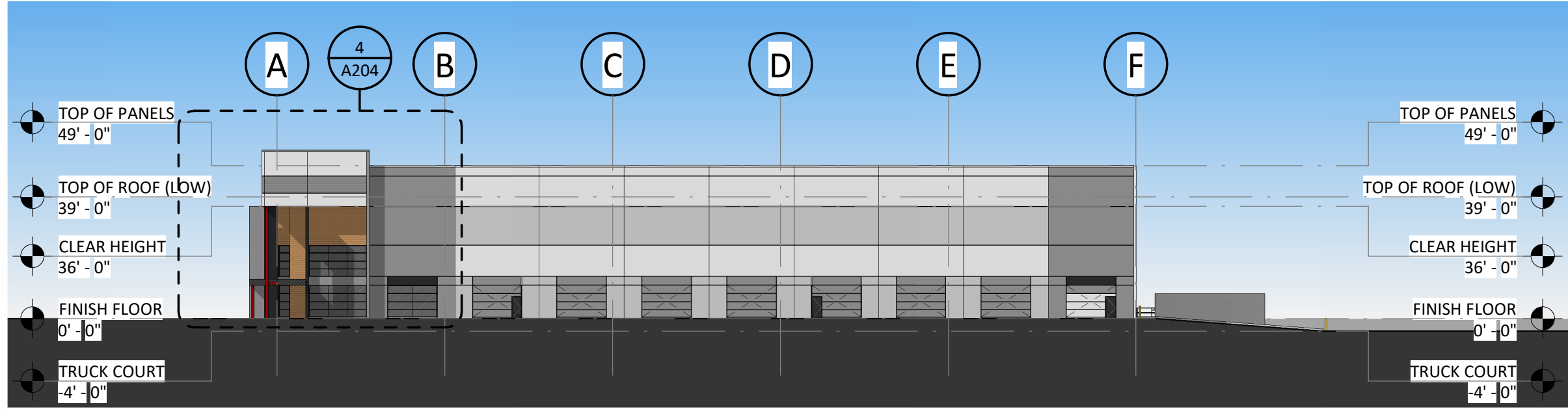
SHEET TITLE:
OVERALL FLOOR PLAN

SHEET NUMBER:
A101

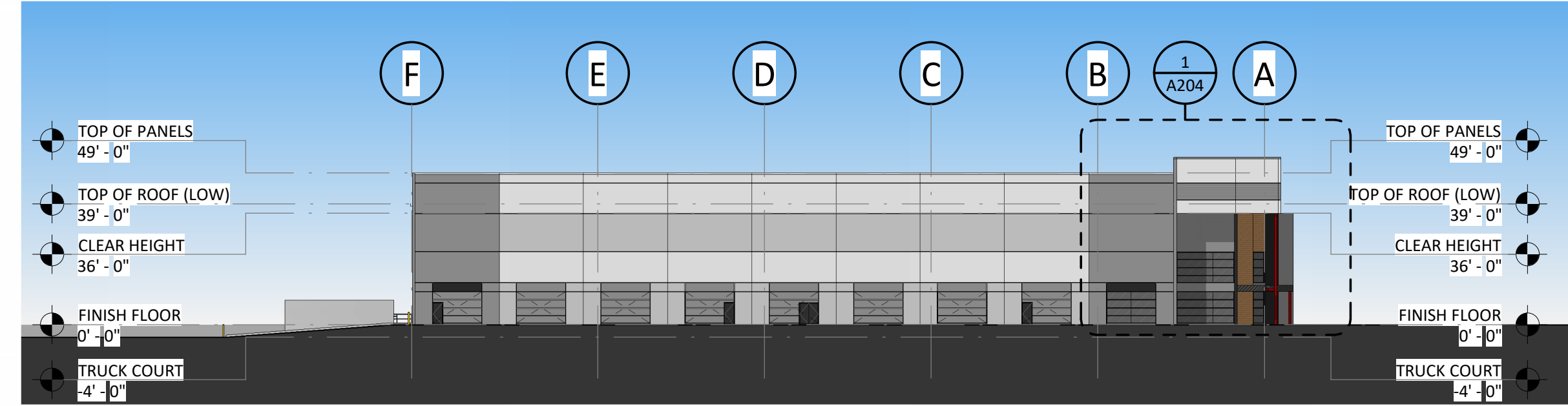
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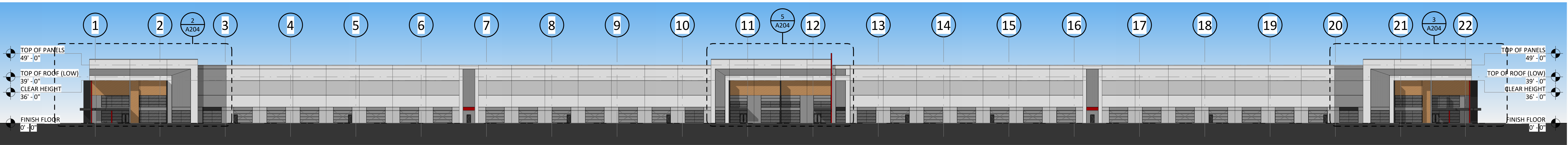
1 OVERALL ELEVATION - PLAN NORTH
1" = 40'-0"



2 OVERALL ELEVATION - PLAN EAST
1" = 40'-0"



3 OVERALL ELEVATION - PLAN WEST
1" = 40'-0"



4 OVERALL ELEVATION - PLAN SOUTH
1" = 40'-0"

FINISHES LEGEND		
PAINT COLORS		MATERIAL SPECIFICATIONS
A	BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	THERMALLY MODIFIED WOOD PLANKS OVERLAID ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS
B	ACCENT B - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	
C	ACCENT C - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS
D	ACCENT D - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	
E	ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	
		KNOCK-OUT PANELS WITH ACCENT PAINT

10/20/2024 4:52:06 PM

CONSULTANTS:

GENERAL CONTRACTOR:

CLIENT:

COMMERCE STATION INDUSTRIAL BUILDING 1

SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NC

SEALS:

REVISIONS		
MARK	DATE	DESCRIPTION

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.
PROJECT NUMBER: C24018 PERMIT TRACKING: X
DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

SHEET TITLE:
COLORED ELEVATIONS
FOR WALL FINISHES
SHEET NUMBER:
A203
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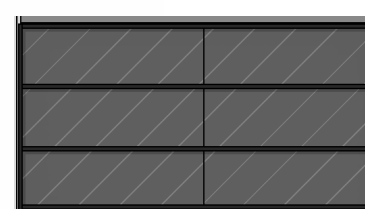
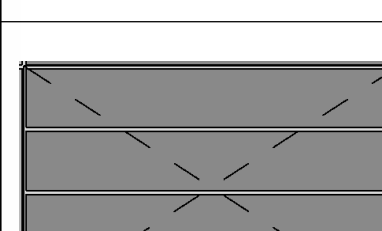
1 ENTRY ELEVATION - SW CORNER
1" = 10'-0"

2 ENTRY ELEVATION - SW CORNER
1" = 10'-0"

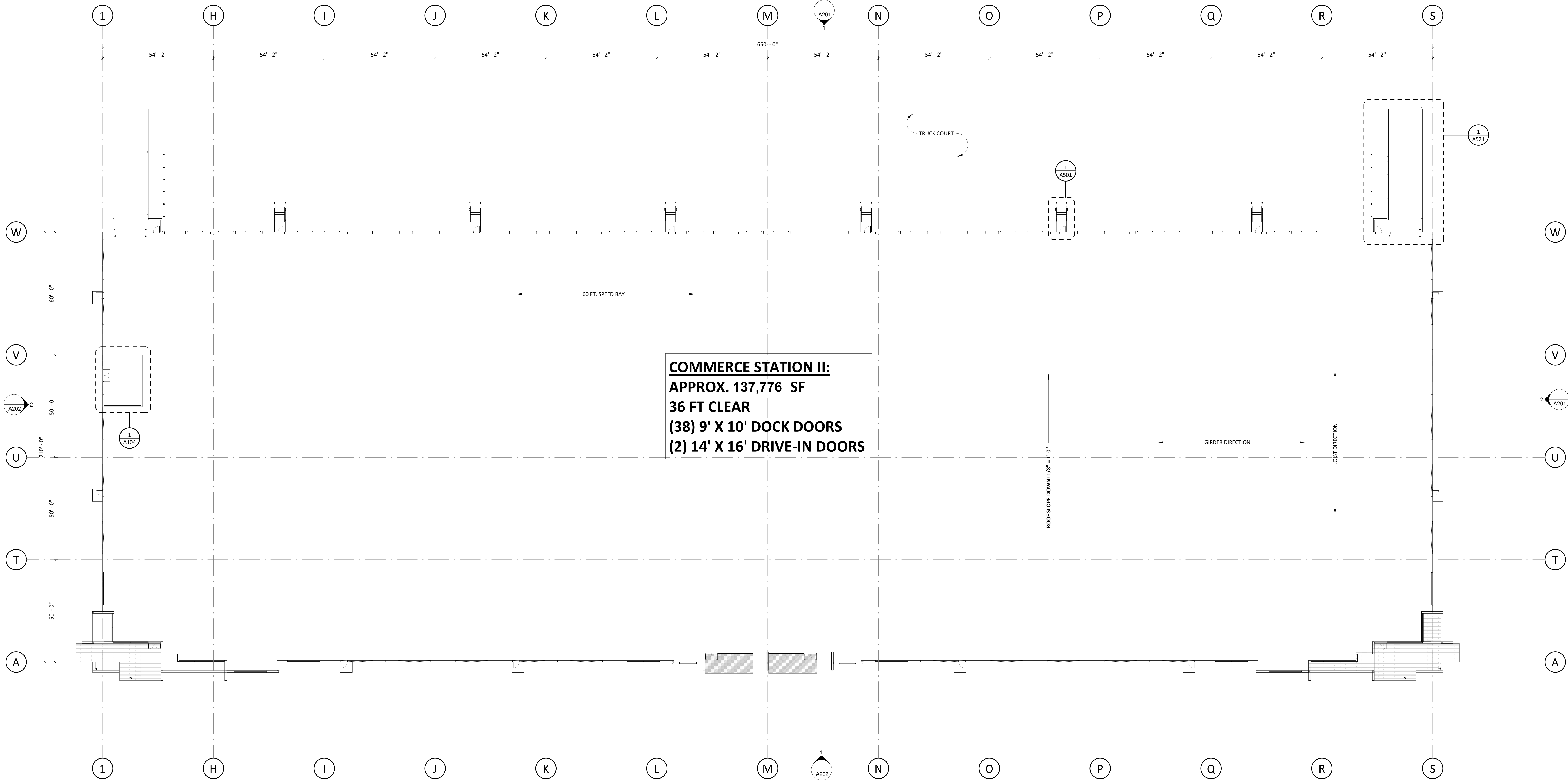
3 ENTRY ELEVATION - SE CORNER
1" = 10'-0"

4 ENTRY ELEVATION - SW CORNER
1" = 10'-0"

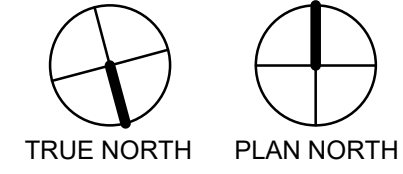
5 ENTRY ELEVATION - CENTER
1" = 10'-0"

FINISHES LEGEND				
PAINT COLORS		MATERIAL SPECIFICATIONS		
A	 BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		THERMALLY MODIFIED WOOD PLANKS OVERLAID ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS	 GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS
B	 ACCENT B - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD			
C	 ACCENT C - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD			
D	 ACCENT D - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		KNOCK-OUT PANELS WITH ACCENT PAINT	
E	 ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD			





1 OVERALL FLOOR PLAN
1" = 20'-0"



(NOTE: BUILDING # 1 WILL UTILIZE THE SAME DESIGN, ONLY WITH THE DIMENSIONAL CONFIGURATION SHOWN ON THE SITE PLANS)

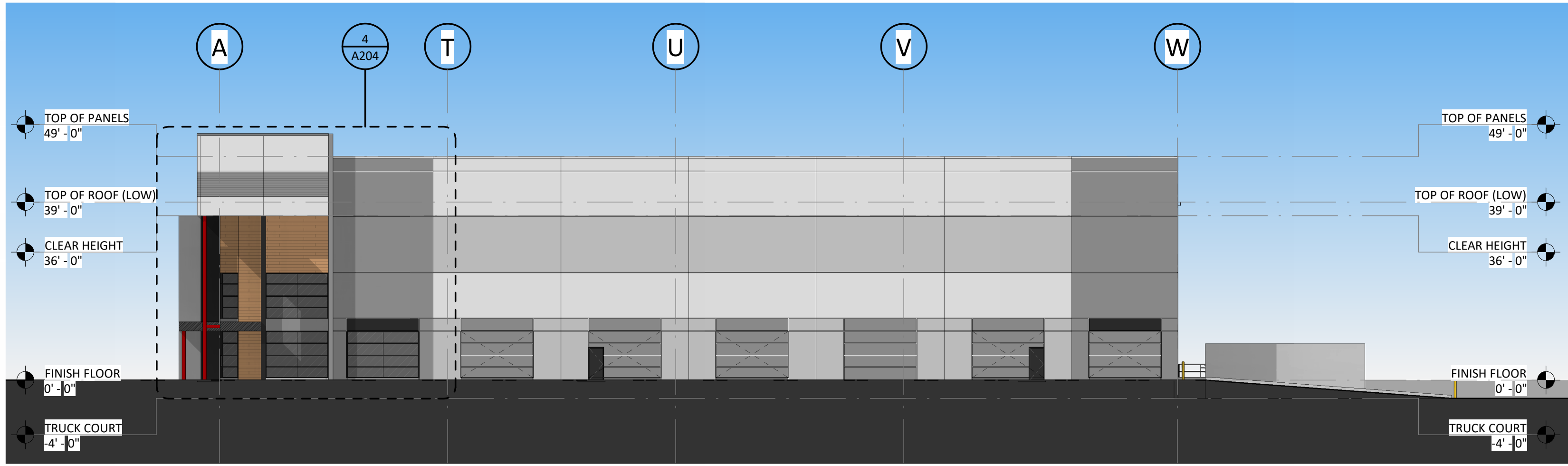
REVISIONS	
MARK	DESCRIPTION

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER STRUCTURE, TYPICAL.
PROJECT NUMBER: C24018
PERMIT TRACKING: X
DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

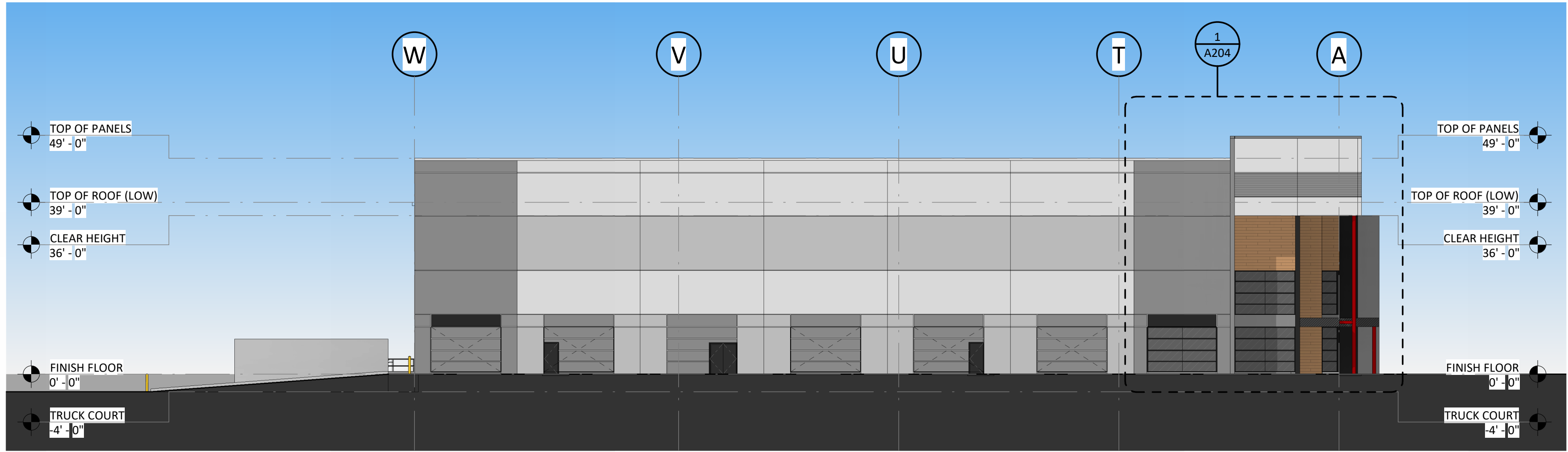
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OVERALL FLOOR PLAN
SHEET NUMBER:
B101
©2024 MERRIMAN SCHMITT ARCHITECTS, INC.



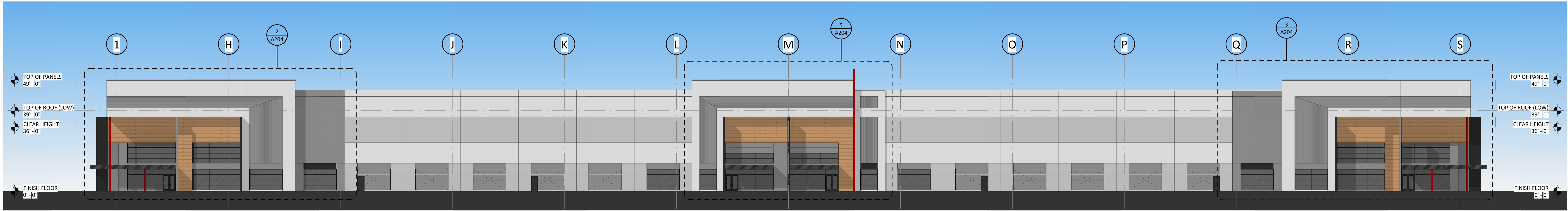
1 OVERALL ELEVATION - PLAN NORTH
1" = 20'-0"



2 OVERALL ELEVATION - PLAN EAST
1" = 20'-0"

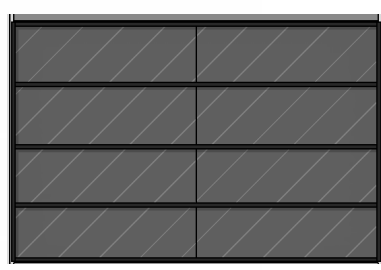
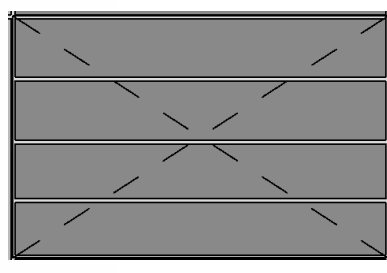


3 OVERALL ELEVATION - PLAN WEST
1" = 20'-0"



4 OVERALL ELEVATION - PLAN SOUTH
1" = 20'-0"

(NOTE: BUILDING # 1 WILL UTILIZE THE SAME DESIGN, ONLY WITH THE
DIMENSIONAL CONFIGURATION SHOWN ON THE SITE PLANS)

FINISHES LEGEND		(NOTE: ALL EXTERIOR WALLS WILL BE CONSTRUCTED WITH LOAD-BEARING, CONCRETE TILT UP PANELS WITH AREAS OF CAST-IN FORM LINER FOR TEXTURE, TEXTURED PAINT COATINGS AND ACCENT COLORS)	
PAINT COLORS		MATERIAL SPECIFICATIONS	
A	BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	 THERMALLY MODIFIED WOOD PLANKS OVERLAID ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS	 GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS
B	ACCENT B - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	 KNOCK-OUT PANELS WITH ACCENT PAINT	
C	ACCENT C - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
D	ACCENT D - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
E	ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		

10/12/2024 5:12:28 PM

COMMERCE STATION-BUILDING #2

INDUSTRIAL

SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

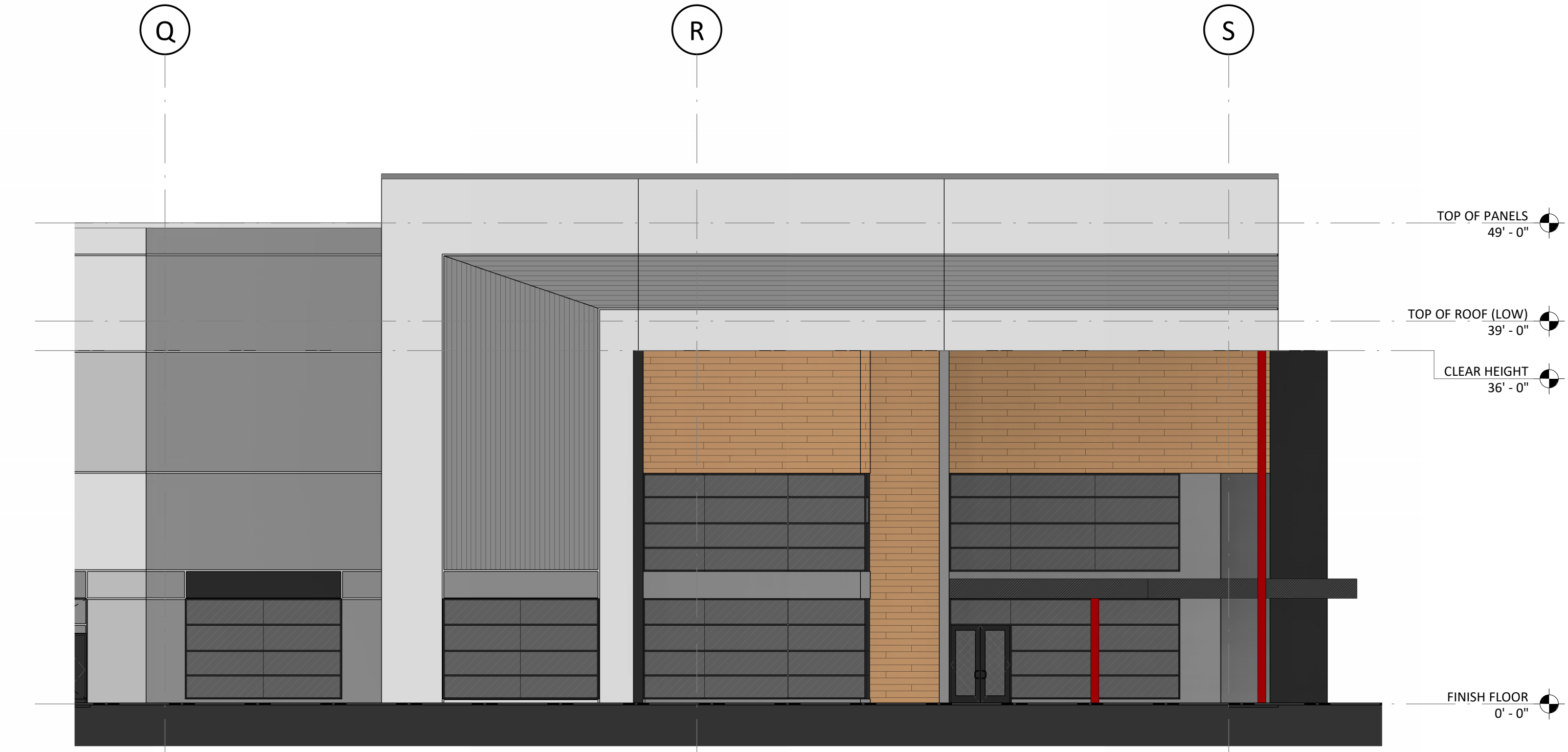
REVISIONS	
MARK	DATE

NOTE: MINIMUM 36 FT. CLEAR HEIGHT UNDER STRUCTURE, TYPICAL.	
PROJECT NUMBER: C24018	PERMIT TRACKING: X
DRAWING STATUS: ☒ NOT FOR CONSTRUCTION ☐ ISSUED FOR BIDDING ☐ ISSUED FOR CONSTRUCTION	

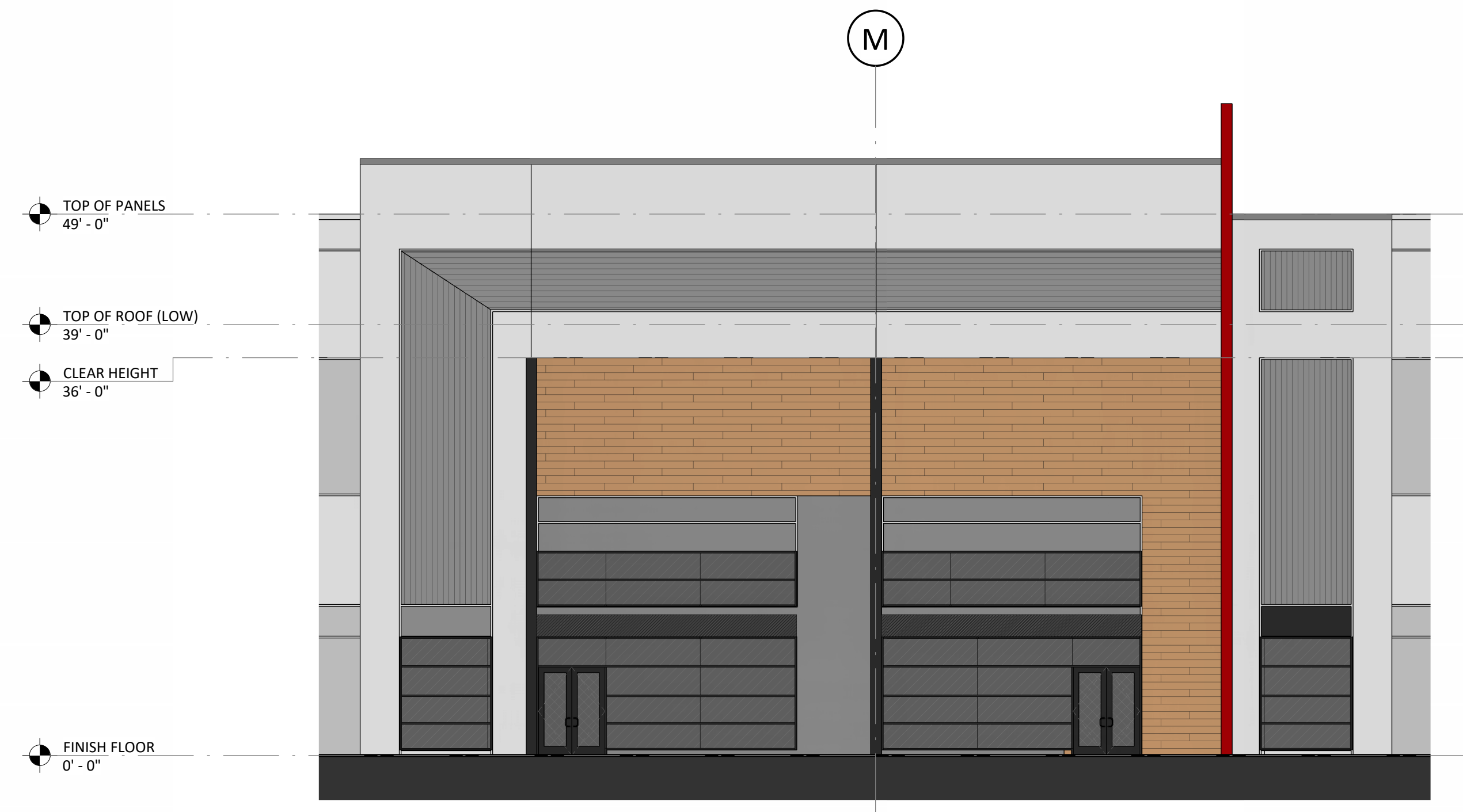
SHEET TITLE: COLORED ELEVATIONS FOR WALL FINISHES	
SHEET NUMBER: B203	©2024 MERRIMAN SCHMITT ARCHITECTS, INC.



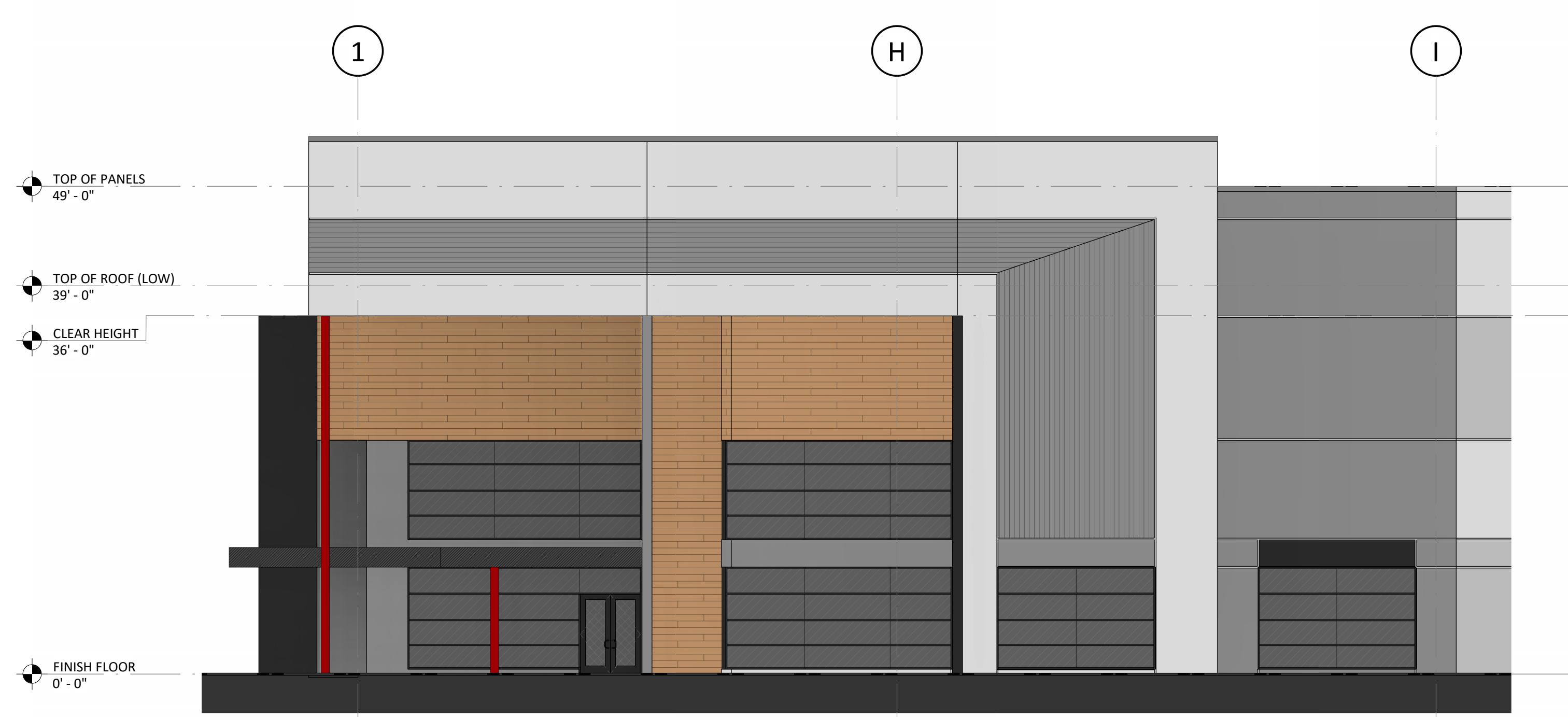
1 ENTRY ELEVATION - SW CORNER
1" = 10'-0"



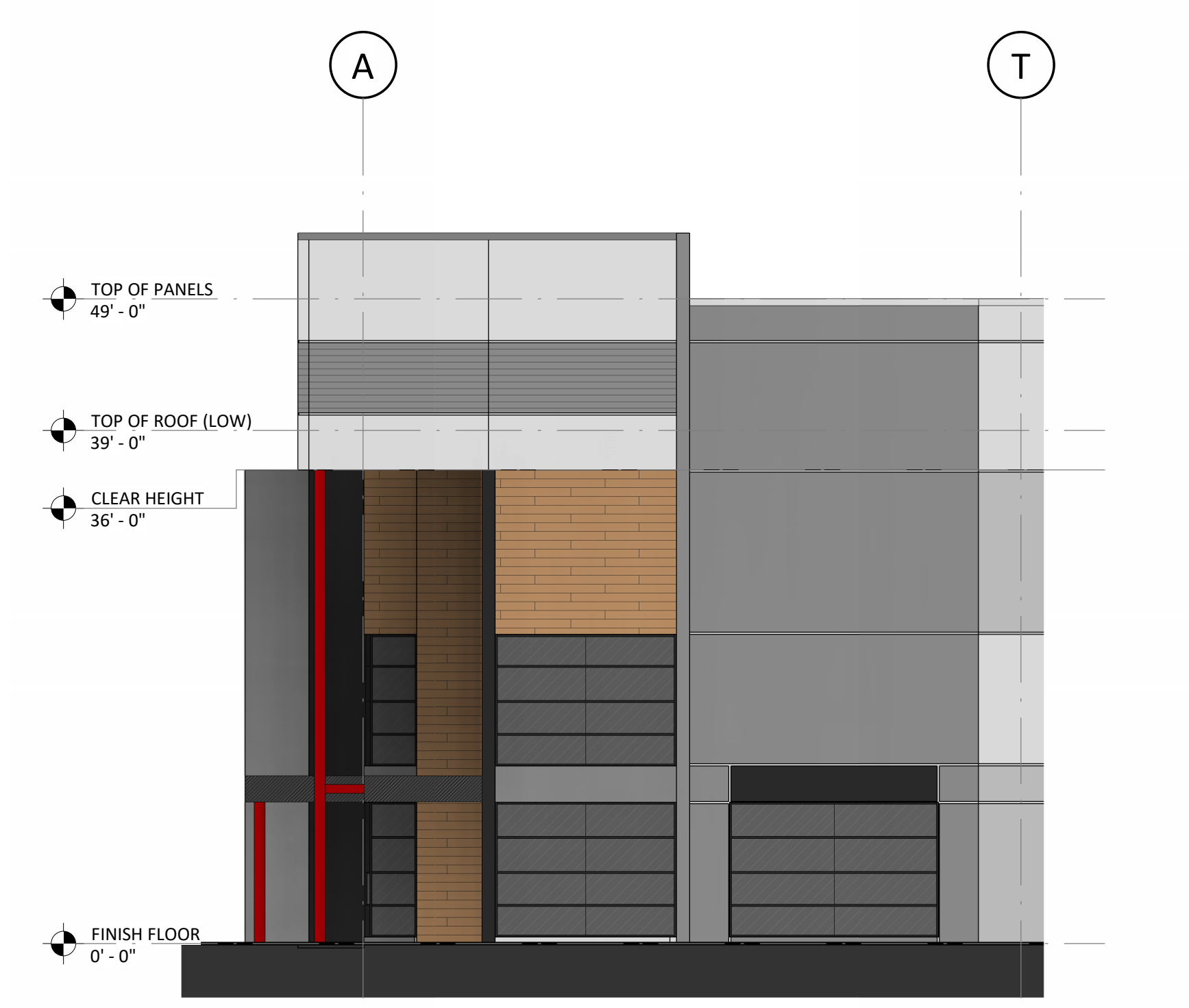
3 ENTRY ELEVATION - SE CORNER
1" = 10'-0"



5 ENTRY ELEVATION - CENTER
1" = 10'-0"

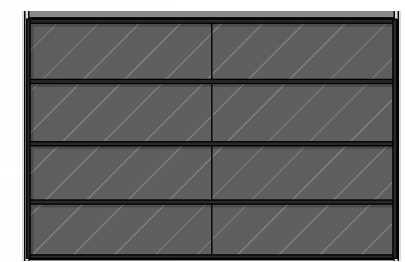
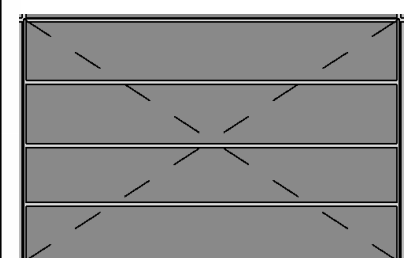


2 ENTRY ELEVATION - SW CORNER
1" = 10'-0"



4 ENTRY ELEVATION - SE CORNER
1" = 10'-0"

(NOTE: BUILDING # 1 WILL UTILIZE THE SAME DESIGN, ONLY WITH THE DIMENSIONAL CONFIGURATION SHOWN ON THE SITE PLANS)

FINISHES LEGEND			
PAINT COLORS		MATERIAL SPECIFICATIONS	
A	BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	 THERMALLY MODIFIED WOOD PLANKS OVERLAID ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS	 GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS
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D	ACCENT D - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		
E	ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD		

NOT TO SCALE 1/8" = 1'-0"

architects
msa
merriman
schmitt
architects - planning
interior design
605 LEXINGTON AVENUE
SUITE 100
CHARLOTTE, NC 28203
704.577.1177
704.577.3000 (fax)

CONSULTANTS:

GENERAL CONTRACTOR:

CLIENT:

COMMERCE STATION-BUILDING #2

INDUSTRIAL
SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SEALS:

REVISIONS		
MARK	DATE	DESCRIPTION

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.
PROJECT NUMBER: C24018
PERMIT TRACKING: X
DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

SHEET TITLE:
ENLARGED COLOR
ELEVATIONS FOR WALL
FINISHES
SHEET NUMBER:
B204
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2 CORNER ENTRY



3 CORNER ENTRY



1 CENTER ENTRY

(NOTE: BUILDING # 1 WILL UTILIZE THE SAME DESIGN, ONLY WITH THE DIMENSIONAL CONFIGURATION SHOWN ON THE SITE PLANS)

DATE: 02/26/2024 10:12:37 AM

CONSULTANTS:

GENERAL CONTRACTOR:

CLIENT:

COMMERCE STATION-BUILDING #2

INDUSTRIAL

SKETCH PLAN/CONDITIONAL DISTRICT REZONING
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SEALS:

REVISIONS		DESCRIPTION
MARK	DATE	

NOTE:
MINIMUM 36 FT. CLEAR HEIGHT UNDER
STRUCTURE, TYPICAL.
PROJECT NUMBER: C24018
PERMIT TRACKING: X
DRAWING STATUS:
☒ NOT FOR CONSTRUCTION
☐ ISSUED FOR BIDDING
☐ ISSUED FOR CONSTRUCTION

SHEET TITLE:
3D COLOR PERSPECTIVES
SHEET NUMBER:
B205
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Town Engineering Rezoning Comment Summary
R24-14 Commerce Station Industrial (CSP-500044)
12705 Commerce Station Drive - PID 01930105
Huntersville, NC 28078

General Project Information

This proposed rezoning is located at a parcel at the end of existing Commerce Station Drive (local road) and consists of a 4-parcel subdivision including two warehouses, associated parking, public roadway, and private roadway. The development parcel contains portions of thoroughfare alignments Verhoeff Drive and Everette Keith Road, per the CRTPO Comprehensive Transportation Plan.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

- 1) The development is above the trip threshold and a TIA is required. The TIA has been submitted to the Town and is currently in review.
- 2) Attached is a figure from the TIA report indicating the improvements recommended.

Transportation and Stormwater:

- 1) The applicant is requesting to modify a post-construction stream buffer, subject to Town Board approval, per Zoning Ordinance 8.25.10 (this is an intermittent stream buffer draining less than 50 acres). They have proposed to implement mitigation technique #8 (ZO 8.25.11.b) "Mitigation Credits." This would require purchase of mitigation credits at a 1:1 basis, at the currently established rate, from the Charlotte-Mecklenburg Stream Buffer Mitigation Fund.
- 2) The applicant is proposing a dedication of right-of-way for Verhoeff Drive as well as a dedication of right-of-way and construction of approximately 200' for Everette Keith Road within the development parcel boundary. The proposed intersection of Everette Keith Road and Commerce Station Drive is closer than standard (approx. 200' provided vs 350' minimum). This intersection may need to be relocated farther south by the Town or NCDOT at a later date, upon the construction of Verhoeff Drive and Everette Keith Road.
- 3) Proposed street tree locations are subject to change with preliminary plans to comply with Town and NCDOT planting guidelines.
- 4) A 100-foot driveway stem is required at both proposed driveways, measured from the back of the Verhoeff Drive right-of-way.



- 5) A typical section adhering to Town standards is to be provided for Everette Keith Road.



Traffic Impact Analysis (TIA) Application for Determination of TIA Need

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (150) or more peak hour vehicle trips or 1,500 or more daily trips.

In order to determine whether a TIA will be required for your proposed development, please fill out the form below and submit to the Planning Department. A "Determination of TIA Need" will be made within 10 working days.

Applicant: Crescent Acquisitions, LLC

Project Name: Commerce Station Drive Industrial

Project Address: extension of Commerce Station Drive

Project Description (including square footage for each proposed land use):
450,183 sq. ft. of general light industrial

Applicant

Printed Name Anthony Parker Phone 980-321-6000

☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature Anthony Parker

Title Director of Development Email aparker@crescentcommunities.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 6/7/24

Daily Trips Anticipated 1,899

Peak Hour Trips Anticipated AM 284 PM 374

TIA Required (Yes/No) Yes

Date of Determination: 6/11/24

Comments: Determination based on 450,190 square feet of Manufacturing space (LU 140).

Commerce Station Industrial (R24-14)

Community Meeting Report

Date: December 11, 2024

Time: 6:00pm – 7:00pm

Location: CPCC Merancas Campus Auditorium, 11920/11930 Verhoeff Drive, Huntersville 28078

Roster of Persons in Attendance: **See attached sign-in sheets**

Agenda:

1. Applicant presentation & rezoning description
2. Neighborhood attendees' question & answer session

Applicant and the attendees discussed the following comments and questions:

General Discussion

- The applicant presented the PowerPoint presentation attached to this Community Meeting Report.
- General discussion/comments about the landlocked nature of some of the surrounding property.
- General discussion about the owners of the surrounding property, specifically the Town property adjacent to the utility station and to the north of the Southwire site.
- General discussion about what is permitted by-right on this property and in Corporate Business (CB) overall. The proposed use is currently allowed in this location.
- General discussion that explains that the lot below the Future Verhoeff Drive will be retained by the current landowner and the roads will be constructed on this property to the landowner's benefit.

Questions

***Answers in bold**

- Are the blue ponds shown on the map for stormwater? **Yes, the blue spots on the site plan are stormwater control measures.**
- Can you explain the details/status of the Everette Keith Road Realignment? **There is an unfunded transportation plan to connect Everette Keith Road to the east side of this property at around the point where Verhoeff Drive crosses the property. The plan has no scheduled construction date and would require coordination with multiple landowners.**
- Can you explain the details/status of the Verhoeff Drive Extension? **The Verhoeff Drive extension crosses at about the midpoint of the property. The future road alignment is shown on the site plan as a red shaded area bordering the buffer of the larger building.**
- Who will be responsible for building the Verhoeff Drive Extension and Everette Keith? **These are unfunded and unscheduled Town of Huntersville projects; the Town will provide**

more information on their website regarding these projects when new information arises.

- Is the dark green shaded area around the edge of the property the buffer area? **Yes, these are 80' and 40' landscaped buffers**
- What is the max building height of both buildings? **The maximum building height is 45', the building with less square footage will be shorter than the larger building.**
- Where is the truck unloading and loading zone? **The truck court/loading zone is located at the rear of each of the buildings on the interior of the site. Parking is located at the exterior of the buildings.**
- Is the site balanced? **Yes, the site is balanced.**
- What is the timeline for approval and construction? **The Public Hearing and Planning Board meeting are both currently scheduled for February and the final Town Board vote is scheduled for mid-March. The Applicant would like to begin construction after approvals and permitting (potentially end of 2025).**
- What is the applicant providing to the Town in exchange for the requested modification? **The applicant is building the private drive on the westerly portion of the site to connect to the Greenway landfill site and divert truck traffic off Holbrooks Rd.**

COMMUNITY MEETING
SIGN IN SHEET
December 11, 2024, 6:00pm to 7:00pm
R24-14 Commerce Station Industrial Rezoning
Location: CPCC Merancas Campus Auditorium
11920/11930 Verhoeff Road, Huntersville, NC 28078

ATTENDEE NAME
John Brown
GREG BAACON
MARIL LONG
MIKE TINSLEY
Bill Catta

COMMERCE STATION
INDUSTRIAL
CONDITIONAL
REZONING

Company Introduction

GTIS PARTNERS



The applicant and future developer for the project is a partnership between Charlotte-based Crescent Communities and New York-based GTIS Partners (which has a Charlotte office) who collectively have developed over 100 single family and multifamily communities and over 30MM square feet of commercial space.

Highlights

- Sustainable development practices
- Positive community impact
- Top tier architectural quality
- Entry level or affordable housing components
- Crescent recognized by NAIOF as Charlotte's Developer of the Year in 2024

Project Examples

Airport Logistics Center – Phoenix, AZ

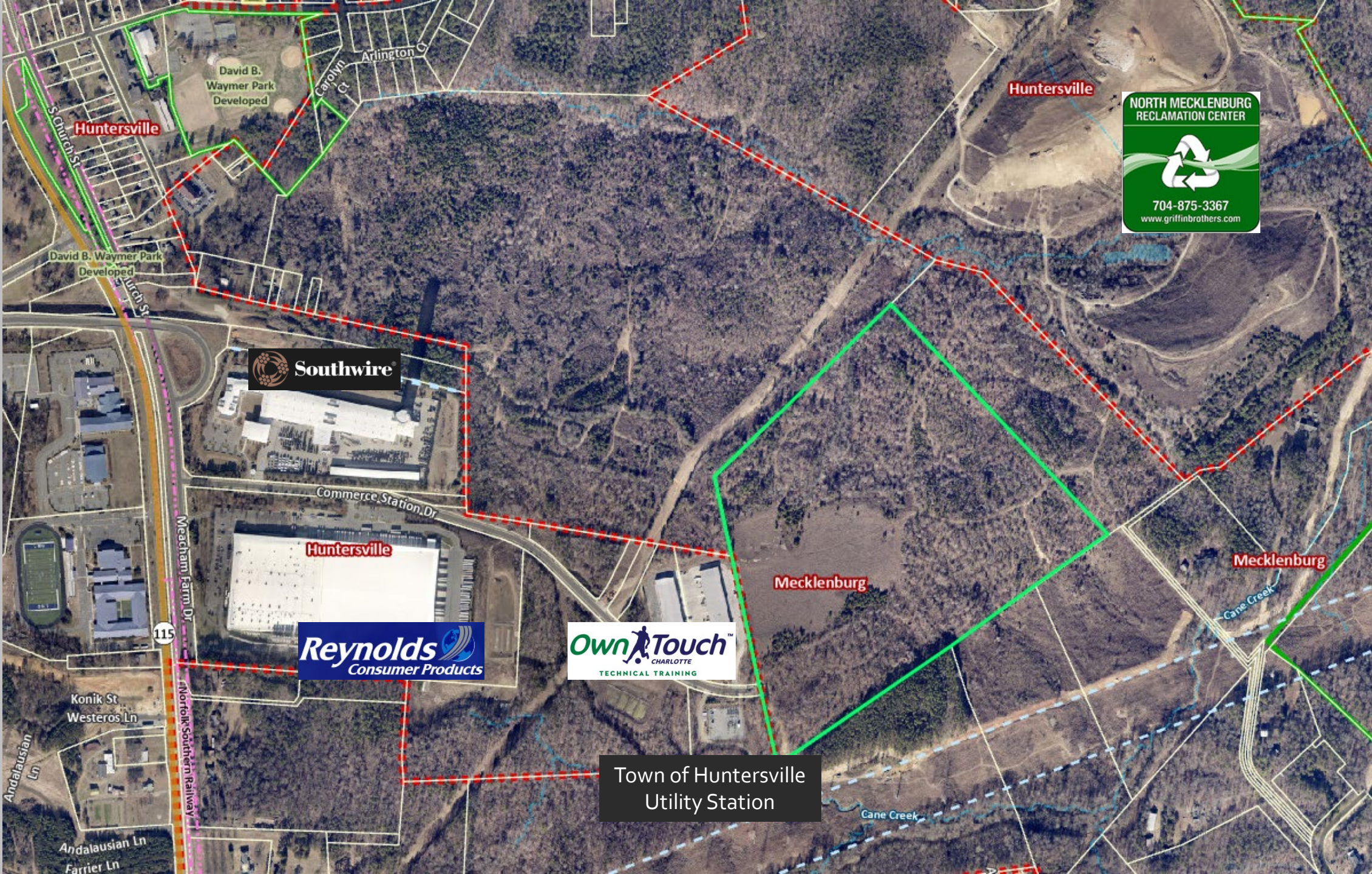


Westside Logistics Center – Gastonia, NC



Forsyth 400 – Atlanta, GA





Huntersville

David B.
Waymer Park
Developed

Arlington Ct

Carolyn Ct

Huntersville

NORTH MECKLENBURG
RECLAMATION CENTER



704-875-3367
www.griffinbrothers.com

David B. Waymer Park
Developed

S. Church St

Church St



Southwire

Commerce Station Dr

Huntersville



Reynolds
Consumer Products



Own A Touch
CHARLOTTE
TECHNICAL TRAINING

Mecklenburg

Mecklenburg

Cane Creek

Town of Huntersville
Utility Station

115

Meacham Farm Dr

Norfolk Southern Railway

Konik St
Westeros Ln

Andalusian Ln

Andalusian Ln
Farrier Ln

Current Zoning - Permitted Uses

Zoning Ordinance 3.2.9 Corporate Business (CB)

(a) Permitted Uses.

Uses Permitted by Right.

- office
- distributive businesses
- inns
- laboratories and research facilities
- manufacturing and assembly, excluding heavy manufacturing
- government buildings
- warehouses, except mini-warehouse storage
- wholesale sales
- vocational and technical schools

Uses Permitted With Conditions.

- automotive country club, (9.57)
- day care center, (9.11)
- commercial communication tower, (9.9)
- essential services 1 and 2, (9.14)
- hotels and motels, (9.45)
- schools, (9.35)
- parks, (9.29)
- temporary mobile food sales, (9.37)
- transit-oriented parking lots as a principal use, (9.49)
- transit shelters, (9.39)

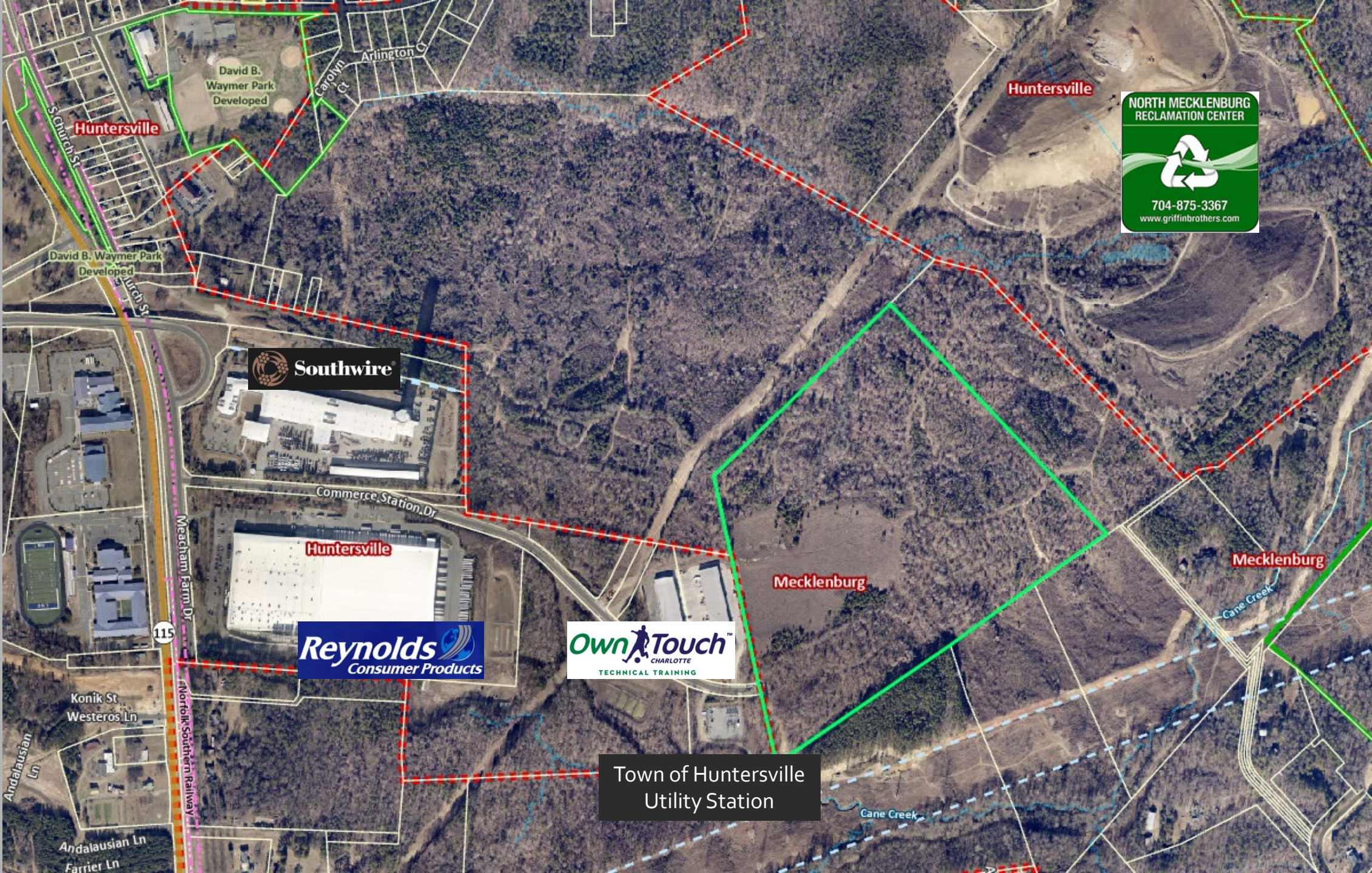
The possible by right uses for the Commerce Station Industrial project are already allowed in the current Corporate Business (CB) Zoning of the Property

Why are We Here?

Stormwater mitigation process options

Town Variance	✓ Town Conditional Rezoning	✓ U.S. Army Corps of Engineers
• Decision by the Board of Adjustment • No conditional zoning site plan • No additional public meetings	• Community Meeting • Public Hearing • Planning Board Meeting • Final Town Board Meeting	• Permit

- Project will obtain federal permit approval from the Army Corps of Engineers
- The Conditional Rezoning process is an alternative to the variance process and includes a community meeting and three additional public meetings



Huntersville

David B.
Waymer Park
Developed

Arlington Ct

Carolyn Ct

Huntersville

NORTH MECKLENBURG
RECLAMATION CENTER



704-875-3367
www.griffinbrothers.com

David B. Waymer Park
Developed

S. Church St



Southwire

Commerce Station Dr

Huntersville

Mecklenburg

Mecklenburg

Cane Creek



Reynolds
Consumer Products



Own A Touch
CHARLOTTE
TECHNICAL TRAINING

Town of Huntersville
Utility Station

115

Meacham Farm Dr

Norfolk Southern Railway

Konik St
Westeros Ln

Andalusian Ln

Andalusian Ln
Farrier Ln

Landfill access once connected to the Greenway property will add an alternate route that avoids Holbrooks Rd.



Project Information

- 64.53 acres
- 453,850 SF
- Warehouse, Distributive Business
- Current Zoning: Corporate Business
- Proposed: Corporate Business – Conditional District



HUNTERSVILLE 2040 COMMUNITY PLAN

Employment centers contain a mix of uses including office, industrial, and institutional.

POLICY RECOMMENDATIONS

LU-1

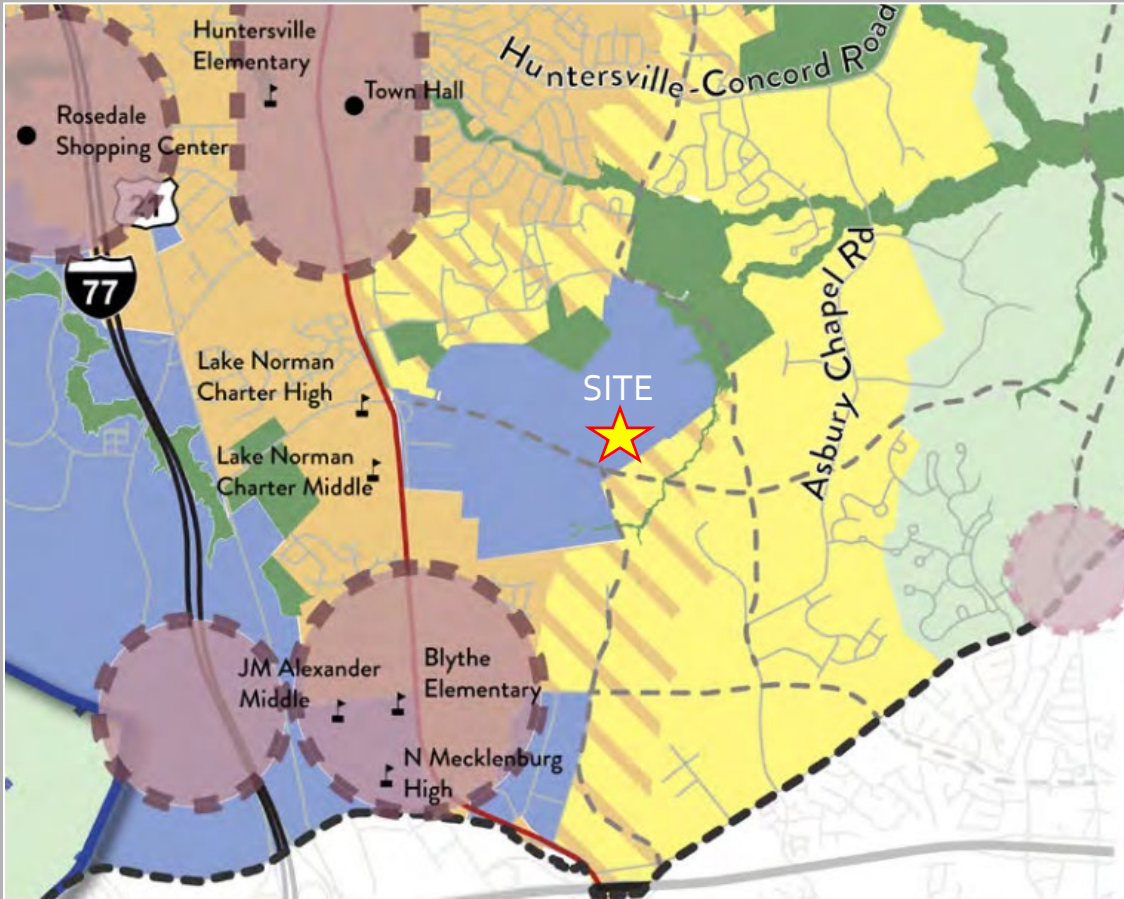
Policy LU-1: Encourage a development pattern that follows the Future Land Use Map.

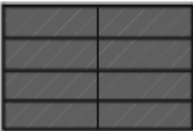
EV-1

Policy EV-1: Support a balanced economy through job growth in target industry sectors.

T-3

Policy T-3: Improve connectivity throughout the study area.



FINISHES LEGEND		
PAINT COLORS		MATERIAL SPECIFICATIONS
A	 BASEWALL - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	 THERMALLY MODIFIED WOOD PLANKS OVERLAID ONTO CONCRETE TILT-UP WALL PANELS WHERE INDICATED AND AT ALL CANOPY AND BUILDING SOFFITS
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E	 ACCENT E - FINE TEXTURE PAINT SHERWIN WILLIAMS: TBD	
		 GRAY TINTED INSULATED GLASS WITH BLACK MULLIONS





Economic Benefits

Development Expenditures: \$50 million+

- Land Acquisition
- Hard Costs
- Leasing Costs
- Soft Costs
- Financing Costs
- Contingency

Economic Benefits

- Current Huntersville Property Tax: None (ETJ)
- Estimated Huntersville Property Tax: \$132,459.73
- Construction Benefits: \$58,678,670.09
- Construction Jobs Created: 237
- Employment after Construction: 250+

No	Parcel ID	Postal Address	Owner Name
1	01911107	12346 OLD STATESVILLE RD HUNTERSVILLE NC 28078	JOHNSTON WILSON D
2	01930104	12300 OLD STATESVILLE RD HUNTERSVILLE NC 28078	JOHNSTON ARNOLD W
3	01930105	7910 GOLF COURSE DR N DENVER NC 28037	LONG LINDA WESTER
4	01934103	7861 DEER TRACK DR DENVER NC 28037	BAUCOM JOHNSIE H
5	01934104	7861 DEER TRACK DR DENVER NC 28037	BAUCOM JOHNSIE H
6	01934105	11737 TRAILS END LN HUNTERSVILLE NC 28078	TINSLEY MICHAEL L TINSLEY TRACY W
7	01934118	19109 W CATAWBA AVE STE 110 CORNELIUS NC 28031	TRAILS END HOLDINGS LLC
8	01931116	1805 SARDIS RD NORTH STE 120 CHARLOTTE NC 28270	SILVER HUNTERSVILLE LLC
9	01931117	PO BOX 664 HUNTERSVILLE NC 28070	TOWN OF HUNTERSVILLE
10	01930106	19109 W CATAWBA AVE STE 110 CORNELIUS NC 28031	GREENWAY WASTE SOLUTIONS AT NORTH MECK LLC
11	01930107	7910 GOLF COURSE DR N DENVER NC 28037	LONG LINDA WESTER

HOA WITHIN 2,000 FT

1	P.O. BOX 11906, CHARLOTTE, NC 28220	BRYTON MASTER OWNERS ASSOCIATION
2	*not within 2,000 feet - just closest: P.O. BOX 11906, CHARLOTTE, NC 28220	PLUM CREEK

November 27, 2024

SUBJECT: Notice of community meeting for information related to a Conditional Rezoning and Sketch Plan of the property located at 12705 Commerce Station Dr., Huntersville, NC, shown on the map below and having Parcel ID Number of 01930105. The Applicant for the subject property is CC GTIS Huntersville Co-GP, LLC.

To Whom It May Concern:

Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject property, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the community meeting is to provide an opportunity for the Applicant to describe the proposed project and to answer any questions you may have. The Applicant is requesting approval from the Town for a Conditional Rezoning from the current zoning of CB to the proposed zoning of CB(CD) to construct two urban workplace buildings for warehouse/light industrial use.

MEETING DETAILS:

6:00 P.M. to 7:00 P.M.

Wednesday, December 11, 2024

CPCC Campus Auditorium

11920 Verhoeff Drive

Huntersville, NC 28078

You are welcome to attend the above-mentioned community meeting. There will be an additional opportunity to ask questions about the proposed development.

Sincerely,

CC GTIS Huntersville Co-GP, LLC.





General Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at <https://www.huntersville.org/528/Permits-Process>

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☒ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☐ Revision to -
Original Project # _____
- ☐ Other _____

- SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
- ☒ Sketch Plan
 - ☐ Preliminary Plan
 - ☐ Final Plat (Includes Minor Subdivision)
 - ☐ Exempt Subdivision
 - ☐ Final Plat Revision
 - ☐ Farmhouse Cluster

2. Project Data

Date of Application 10/17/2024

Name of Project Commerce Station Industrial Phase # (if subdivision) _____

Project Address Commerce Station Drive, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01930105

Current Zoning District Corporate Business (CB) Proposed District (for rezoning only) Corporate Business (CB-CD)

Property Size (acres) 64.53 acres Street Frontage (feet) N/A

Current Land Use Vacant

Proposed Land Use(s) Light Industrial Warehousing and/or Manufacturing

Is the ☐ project within Huntersville's corporate limits?
Yes ☐ No ☒ If no, does the applicant intend to voluntarily annex? Yes

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.

This project will consist of an approximately 317,000 & 136,000 SF warehouse/distribution center with associated parking, truck courts, and trailer parking. Stormwater to be managed by on-site SCM's. Commerce Station Drive will be extended to serve the site. Future Verhoeff Drive ROW has been reserved through the property. Requesting sketch plan approval and conditional rezoning.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at <https://www.huntersville.org/528/Permits-Process>.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name CC GTIS Huntersville Co-GP LLC

☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable if box is checked.)

Signature [Signature]

Title Authorized Signatory Email rmccall@gtispartners.com

Address of Applicant 787 7th Avenue, 50th Floor, New York, NY 10019

7. Property Owner (if different than applicant)

* Printed Name Linda Wester Long

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Individual

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable if box is checked.)

Signature [Signature]

Title _____ Email lmlong@jstiber.com

Address of Property Owner 990 Golf Course Dr N, Denver NC 28031

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.

7. Development/Design Firm Contact Information

GTIS Partners	Robert McCall	212-220-5220	RMccall@gtispartners.com
Development Firm	Name of Contact	Phone	Email
SeamonWhiteside & Associates	Tommie L Little	980-312-5450	tlittle@seamonwhiteside.com
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: Conduct Public Hearing on Petition #R24-16: Blythe Landing Residential

EXPLAIN REQUEST:

Petition #R24-16 is a request by Cottage Properties of Lake Norman, LLC to rezone +/- 8.77 acres located at 15533, 15513, and 15501 NC HWY 73 (Parcel IDs 00182117, 00182116, 00182115) from General Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a single family residential development.

ACTION RECOMMENDED:

Conduct a public hearing.

FINANCIAL IMPLICATIONS:

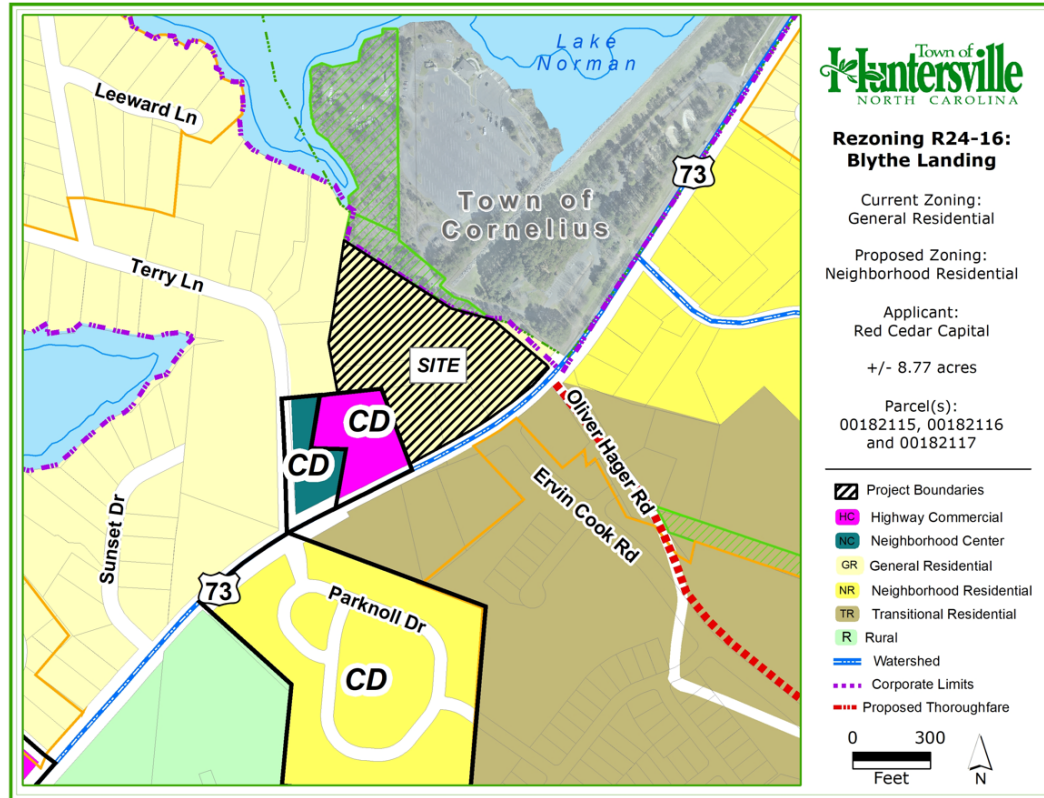
N/A

ATTACHMENTS:

1. R24-16 Blythe Landing Staff Report - PH - 2 4 25
2. Blythe Landing_Rezoning Plans_11.01.2024
3. Rezoning Engineering Comment Summary - Blythe Landing CSP-500047
4. R24-16 Blythe Landing Community Meeting Report Package
5. TIA Determination - Blythe Landing Subdivision - 11-4-24 Completed
6. Signed_Blythe Landing_TOH - General Application_10.31.2024

Petition R24-16 Blythe Landing Residential

PART 1: PROJECT SUMMARY



Applicant: Ryan Cox, Red Cedar Capital

Property Owner: Cottage Properties of Lake Norman, LLC.

Property Address: 15501, 15513, and 15533 NC Highway 73.

Project Size: (+/-) 8.77 acres

Parcel Numbers: 00182115, 00182116, 00182117

Current Zoning: General Residential (GR)

Current Land Use: Existing Single Family Residential along NC Hwy 73

Proposed Zoning: Neighborhood Residential Conditional District (NR-CD)

Proposed Land Use: Single Family Residential Subdivision

- Purpose: Petition #R24-16 is a request by Cottage Properties of Lake Norman, LLC to rezone +/- 8.77 acres located at 15533, 15513, and 15501 NC HWY 73 (Parcel IDs 00182117, 00182116, 00182115) from General Residential to Neighborhood Residential Conditional District. The purpose of the rezoning is to develop a single-family residential development.
- Adjoining Zoning and Land Uses.
 - North: Lake Norman, Blythe Landing Park in the Town of Cornelius
 - South: Neighborhood Residential Conditional District (NR-CD) single family residential subdivision, Courtyards at Huntersville. Transitional Residential (TR) single family residential subdivision, Whitaker Pointe.
 - East: Blythe Landing Park, Town of Cornelius
 - West: General Residential (GR) Terry Lane single family residential development. Highway Commercial Conditional District (HC-CD) Burgess Supply retail/office, and Neighborhood Commercial Conditional District (NC-CD) hair salon use.
- A neighborhood meeting was held on Monday January 6th, 2025. The invitation list, invitation, attendance list, and summary of the meeting are included in the agenda packet for review. Several adjacent property owners attended the meeting to discuss the potential project and ask questions of the applicant.

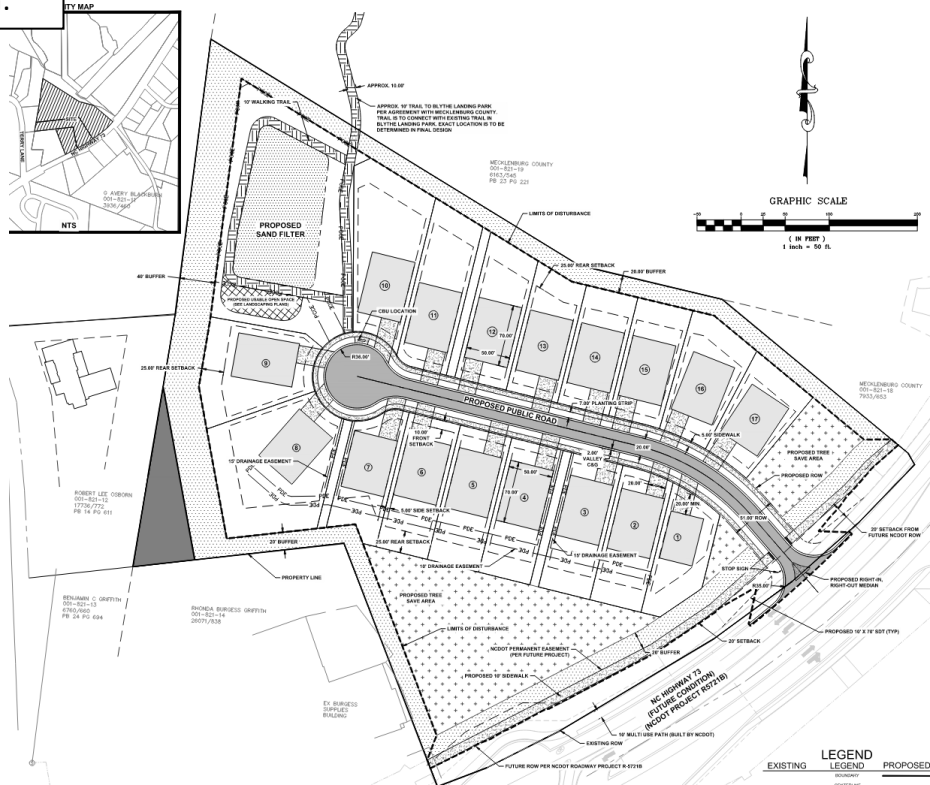
- Planning staff certifies that notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad was placed in the Charlotte Observer; and posting of a rezoning sign along NC Hwy 73 in front of the property.

PART 2: REZONING/SITE PLAN

Site Plan Description

- The applicants are proposing to develop a 17-lot residential subdivision.
- The density of the development will be 17 lots on 8.77 acres = 1.93 units per acre.
- Most of the lots are between 8,000 and 10,000 ft² in size.
- Mecklenburg County has agreed in principle to allow the subdivision to have a direct trail access to the park. Staff is working with the applicant on identifying where the trail would connect to in the park.
- No natural or agricultural open space is required in the development. Urban open space is required within a ¼ mile of every proposed lot. The applicants are proposing to connect to the adjacent park and create a hybrid mini-park near the storm water control structure to meet open space requirements. See open space issue discussion below.
- The access to the development would be a right in / right out vehicular movement only along NC Hwy 73.
- The proposed development is more than 2 times the density of the adjacent Terry Lane subdivision to the west. Therefore a 40-foot buffer is required along that property's frontage. A 20-foot buffer is required along the rest of the property lines.

Rezoning Plan:



Rezoning Issues:

- Staff was only able to review one set of plans and return one set of comments to the applicant prior to the agenda deadline for the public hearing. Updated plans have been submitted after the review deadline but have not yet been reviewed by staff. Per Article 11.4.4 b this updated plan cannot be officially considered until after the public hearing. The applicant however may discuss their proposed updates at the hearing. The items listed below may or not be addressed in the updated plan submitted.
- Modifications:
 - Cul-de-sac: Article 7.150 of the Huntersville Subdivision Ordinance states that cul-de-sacs when permitted may not exceed 350 feet in length. The applicants are proposing an estimated 600-foot-long cul-de-sac. Therefore, the applicants are requesting a modification of this requirement through the conditional rezoning process as permitted in Article 11.4.7 k. Staff supports the modification due to the size and location of the development. With existing development to the west, Blythe Landing Park to the east, and the lake to the north, there's no practical opportunity to connect or stub for the future. In addition, with the placement of a valuable pedestrian connection at the end of the street into the park, the plan meets the connectivity ordinance to the extent practicable.
- Open Space: Article 7.11.1 C requires urban open space in all major subdivisions (except in the Rural zoning district). The applicants are proposing to meet their open space requirements by connecting a trail to the park and create a public space around their storm water pond. Staff is currently working with the applicant on the design of these two public spaces (park connection and pond space). Questions that remain are where will the path into the park lead and connect to? What material is the path going to be constructed with and can it easily be maintained? How is the open space going to be designed? Article 7.11.1 e states that storm water ponds (BMPs) can only comprise 25% of the urban open space and that the BMP "must add to the overall quality of the open space, rather than detract from the area devoted to the BMP". Therefore, it is currently unclear if these requirements are being met. See Policy 8.2 of the 2040 Plan discussion in Part 4 below for staff recommendation concerning the open space.
- Conditional Notes: No conditional notes were included in the plan. Notes regarding modifications, commitments, phasing, etc. are recommended to be submitted with the plan for review.
- Tree Save: A tree survey was submitted but it is unclear what trees are proposed to stay, and which are proposed to be removed. The ordinance requires 10% of the site area to be saved which totals .87 acres of required tree canopy area. On sheet CZ-300 a general note states only .77 acres are proposed to be saved/undisturbed. It is also unclear currently if the specimen tree requirements (10% of individual specimen trees) are being met.
- Grading: The proposed plan shows very steep slopes in the back portion of proposed lots, drainage ditches in the middle of rear lots, and tree save area within the areas that are proposed to be graded. Staff is therefore concerned that many of the rear lots proposed would either be difficult to maintain or would be encumbered by storm drainage. Clarification is also needed regarding the tree save plan.
- Build-to-line: The Huntersville Zoning Ordinance requires build-to-lines for the front of lots. The plan shows a 10-foot front setback for the lots but also a 15-30 foot build-to-line. Staff recommends the subdivision be modified to a 20-30 foot build-to-line for the front. This will allow the minimum 20-foot-long driveway from the street if the garages are flush with the front of the house.
- Driveways: Article 8.16 of the Zoning Ordinance requires lots 60 feet wide or less have a max 14 feet of driveway width at the sidewalk. The proposed driveways exceed the driveway maximum width.
- Minor Site Plan Comments: Several minor site plan comments remain unresolved. Staff recommends these comments be addressed on the updated rezoning submittals.

PART 3: TRANSPORTATION ISSUES

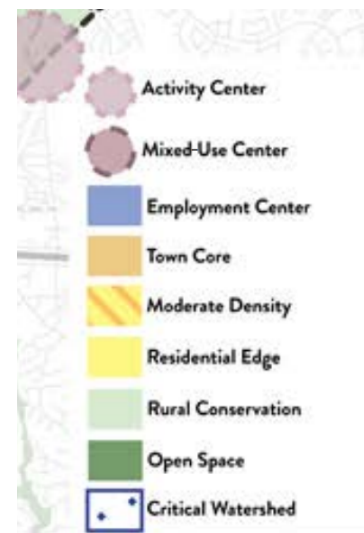
Traffic Impact Analysis (TIA)

- A Town TIA for the proposed project is not required as it did not generate the trip thresholds needed for an analysis. Please find the TIA Determination and an Engineering memo from Engineering attached in the agenda packet.

PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

2040 Huntersville Community Plan – “Moderate Density”



Moderate Density

This area is meant to accommodate a mix of conventional residential subdivisions with larger lots and traditional neighborhood development with a mix of lot sizes, including smaller unit types and occasional attached housing. Average gross density is generally 1-3 units per acre. It may have some smaller-scale commercial or nonresidential activity at key intersections. Exact density of future development should vary based on context and site constraints including potential conflicts with adjacent development, access, and the presence of natural and/or cultural resources.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES SUPPORT** this project through the following sections:

- **Policy LU 1.1:** Utilize the Future Land Use Map during development approval process to ensure compatibility with long range plans.
 - STAFF COMMENT: The property proposed is in the Medium Density Character Area of the Huntersville 2040 plan as shown above. The proposed single family residential development with a proposed density of just under 2 units/acre would fit right in the middle of this character area's recommended density.
- **Policy LU 5:** Focus more intense development in locations that can support growth
 - STAFF COMMENT: The proposed development is on NC Hwy 73, a major thoroughfare, that is scheduled to be widened in 2029.
- **Policy LU 11.1:** Protect existing housing stock from potential negative impacts of development.
 - STAFF COMMENT: Appropriate buffers (40 feet wide) are proposed along the western perimeter of the property line; adjacent to larger existing residential lots. No modifications to the buffers or grading in the buffers is currently proposed.
- **Policy EOS 8:** Improve access to parks
 - STAFF COMMENT: The applicants are proposing to provide a direct pedestrian connection to Blythe Landing Park. The agreement for the connection is still being finalized with Mecklenburg County.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES NOT SUPPORT** this project through the following sections:

- **Policy LU 7.1:** Connectivity and short block length recommendations.
 - STAFF COMMENT: The current plan shows a cul-de-sac only development. Cul-de-sacs (turn around only streets) are discouraged in the ordinance and are not permitted to be longer than 350 feet long. A network of intersecting streets, and stubs to vacant properties are preferred methods of street layout for a site. However, due to the location and size of the site along with the location of existing adjacent development, staff recommends flexibility for this policy. Although a vehicular connection is not practical, the applicants are proposing to add a pedestrian connection at the end of the cul-de-sac to access the adjacent public park. At this time, the agreement with Mecklenburg County to access the park, locating where the path goes, and its construction material have not yet been finalized. With these logistical items confirmed, staff would recommend the proposed pedestrian connection would meet this policy to the extent practicable.
- **Policy LU 8.2:** Achieve higher design standards through flexibility.
 - STAFF COMMENT: The applicants are currently requesting flexibility to the zoning ordinance to exceed the maximum length of a cul-de-sac. Also, the current plan does not show conforming urban open space. The ordinance only allows storm water structures to comprise 25% of an urban open space, therefore the storm water area near the connection to the park (which would be mostly storm water structure) would have difficulty meeting the standards of the ordinance as an urban open space. Therefore, the applicants are also seeking flexibility here. For this flexibility, staff is working with the applicant to provide an excellent design for the connection to Blythe Landing Park. Staff recommends the storm water area at the end of the cul-de-sac be landscaped and improved with walkable hardscape to provide a garden-like “mini-park” for the residents. Such an improvement would provide an appealing entrance for the residents to the park, establish a garden like sitting area to enjoy, and c



reate a terminated vista to the cul-de-sac that would be visually appealing. See the picture of the urban open space at the corner of Sam Furr Road and Birkdale Crossing Drive (beside Hickory Tavern) as a general example. Staff recommends that with the addition of a similar variation appropriate to this development, this policy could be met.

- **Policy EOS 3:** Prioritize tree canopy preservation.
 - STAFF COMMENT: The current plan shows a removal of tree canopy over the maximums of the ordinance and seems to propose tree save mitigation. Updates to the calculations shown however are expected with the addition of a more detailed tree survey for the site.
- **Policy LU 9.1:** Residential design principles
 - STAFF COMMENT: This policy recommends residential development include front porches and recessed front loaded garages. These principles emphasize the architecture of the home, encourage outdoor interaction in the front of the home, and decreases the visual focus on plain garage doors. No elevations or concepts of the exterior product have been submitted for review. Although the NC State Statutes do not permit municipalities to have architectural ordinances for single family homes, submitting designs that utilize these principles is another way to demonstrate consistency with the Huntersville 2040 Plan for a conditional rezoning.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

1. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.

STAFF COMMENT:

Staff recommends that the reclassification to Neighborhood Residential Conditional District (NR-CD) would be consistent with the overall character of adjacent development for the following reasons:

- The development is more than 2-times as dense as the adjacent Terry Lane development to the west. However, the proposed number of lots is small, and they are buffered from the adjacent subdivision as required by ordinance with a 40-foot opaque buffer. With such a buffer the effect on adjacent properties should be minimal.
- The Courtyards at Huntersville senior living development to the south and west is also zoned NR-CD with even higher densities, at about 4 units/acre.
- The Whitaker Pointe subdivision immediately south is zoned TR but has similar lot sizes to the proposed development.
- The developments to the west are old Mecklenburg County commercial rezonings that are consistent with the low intensity commercial uses originally approved. These properties would be screened by a 20-foot buffer from the residential lots.

2. The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.

STAFF COMMENT:

- A Transportation Impact Analysis (TIA) is not required for this development.
- Staff has no other indication that the proposed use will adversely affect the adequacy of public facilities.

3. Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, or cultural resources.

PART 5: STAFF RECOMMENDATION

The application to intensify the property is consistent with the character area recommendations of the Huntersville 2040 Plan. Therefore, staff supports the basis of the rezoning. However, there are design concerns that staff continues to work with the applicant on and thus does not recommend approval at this time. Upon addressing them as described above, staff could recommend approval.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing is scheduled for February 4, 2025.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board is scheduled for February 25th, 2025.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for March 18th, 2025.

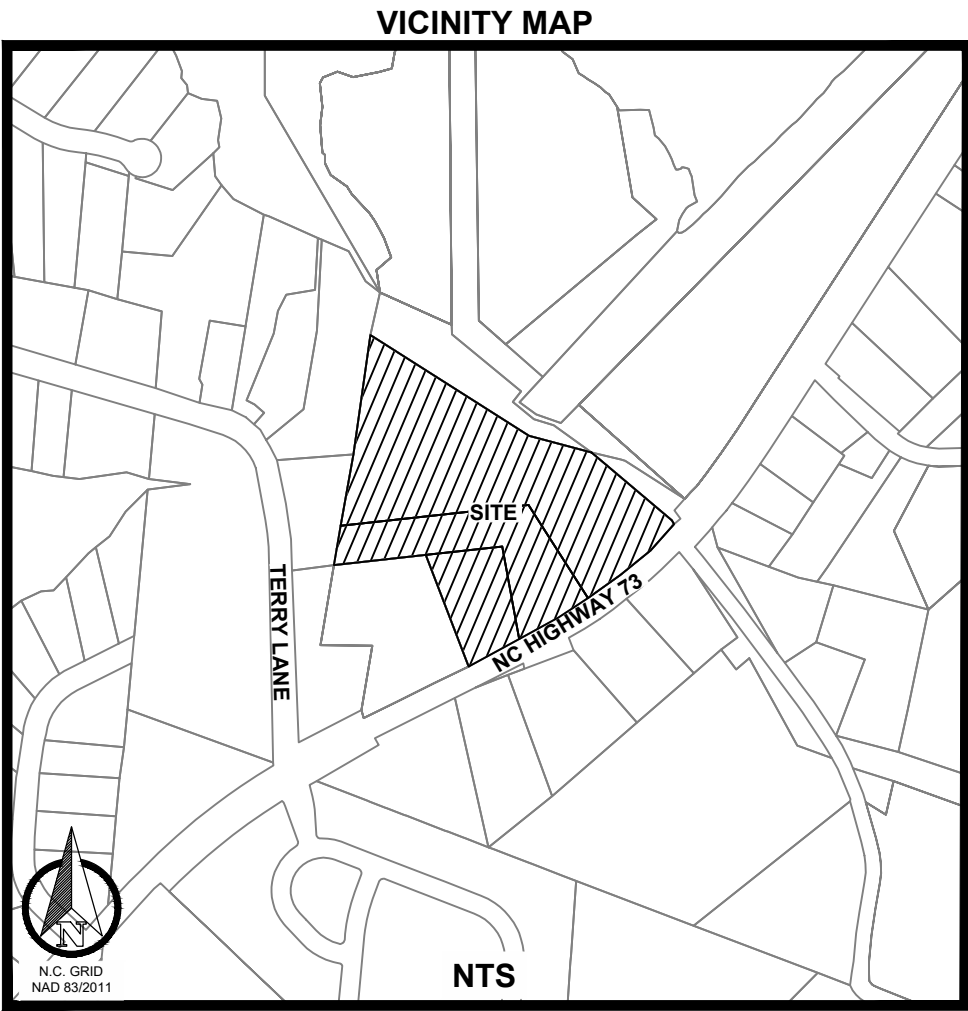
PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- Rezoning Application
- R24-16 Rezoning Plan
- Neighborhood Meeting Report
- Engineering Report
- TIA Determination

PART 10: CONSISTENCY STATEMENT – R24-16 Blythe Landing Residential

Planning Department	Planning Board	Board of Commissioners
APPROVAL: N/A	APPROVAL: In considering the proposed rezoning application R24-16, Blythe Landing Residential, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	APPROVAL: In considering the proposed rezoning application R24-16, Blythe Landing Residential, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
DENIAL: In considering the proposed rezoning application R24-16 Blythe Landing Residential, staff recommends denial of the application as it is inconsistent with Policies LU 7.1, LU 8.2, and EOS 3 of the Huntersville 2040 Plan. It is not reasonable and in the public interest to approve the Rezoning Plan because the plan does not provide required open space, exceeds the maximum length for cul-de-sacs, and grades the site in a way that is impractical for future homeowners.	DENIAL: In considering the proposed rezoning application R24-16, Blythe Landing Residential, the Planning Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>	DENIAL: In considering the proposed rezoning application R24-16 Blythe Landing Residential, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



BLYTHE LANDING

SINGLE- FAMILY RESIDENTIAL

REZONING PLAN

HUNTERSVILLE, NC

PROJECT TEAM

DEVELOPER
RED CEDAR CONSTRUCTION, LLC
JON GRABOWSKI
313-600-7248

DESIGNER
K2 ENGINEERING NC, PLLC
PATRICK MURPHY, PE
980-800-6160

SURVEY
DOWELL & COMPANY PC
DOUGLAS DOWELL JR
704-660-9697



BLYTHE LANDING SINGLE FAMILY



NO.	DATE	BY	DESCRIPTION

Sheet List Table			
Sheet Number	Sheet Title		
CZ-000	COVER SHEET		
CZ-100	SURVEY		
CZ-101	EXISTING SURFACE SLOPE ANALYSIS		
CZ-300	SITE PLAN		
CZ-500	GRADING PLAN		
CZ-501	MAJOR DRAINAGE BASINS		
CZ-502	MINOR DRAINAGE BASINS		
CZ-600	UTILITY PLAN		
CZ-700	LANDSCAPING PLAN		
CZ-800	FUTURE NCDOT PLAN		

COVER SHEET	1" = 50' SCALE		NA PROJ. #
	MJS DRAWN BY	OCTOBER 2024 DATE	

SHEET NO.
CZ-000

G AVERY BLACKBURN
001-821-11
3936/460

ROBERT LEE OSBORN
001-821-12
17736/772
PB 14 PG 611

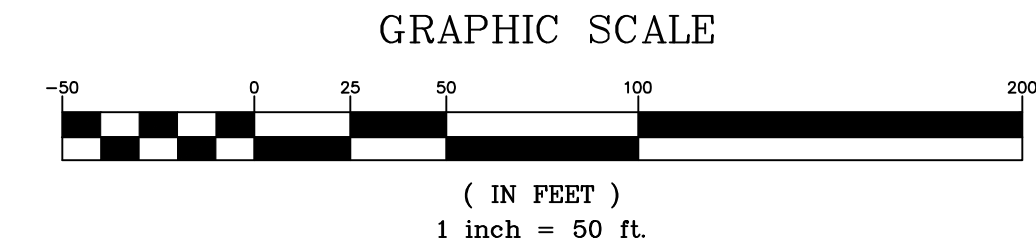
BENJAMIN C GRIFFITH
001-821-13
6760/660
PB 24 PG 694

RHONDA BURGESS GRIFFITH
001-821-14
26071/838

COITAGE PROPERTIES
OF LAKE NORMAN LLC
001-821-15
33012/34
PB 60 PG 758

EX BURGESS
SUPPLIES
BUILDING

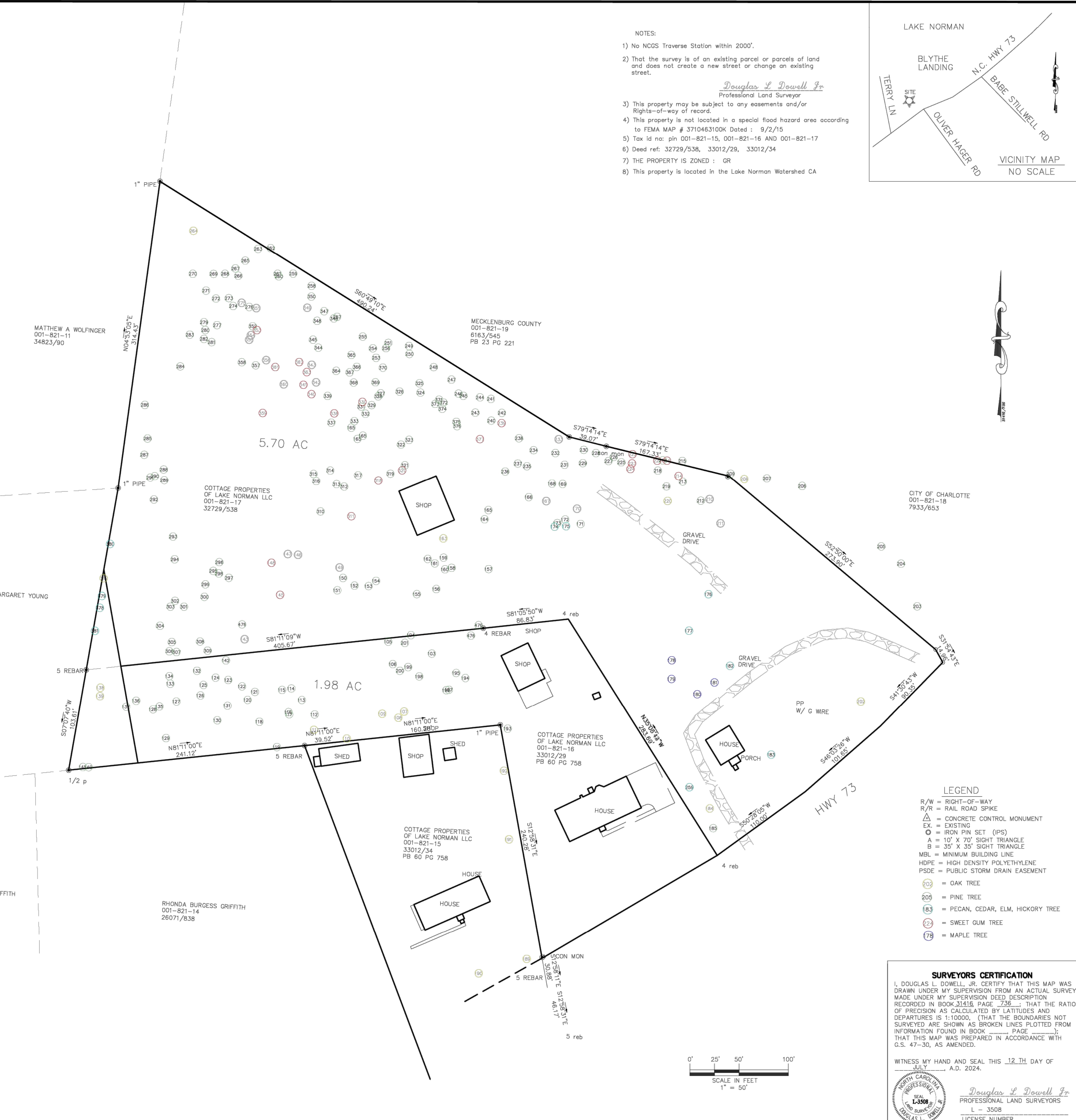
MECKLENBURG COUNTY
001-821-19
6163/545
PB 23 PG 221



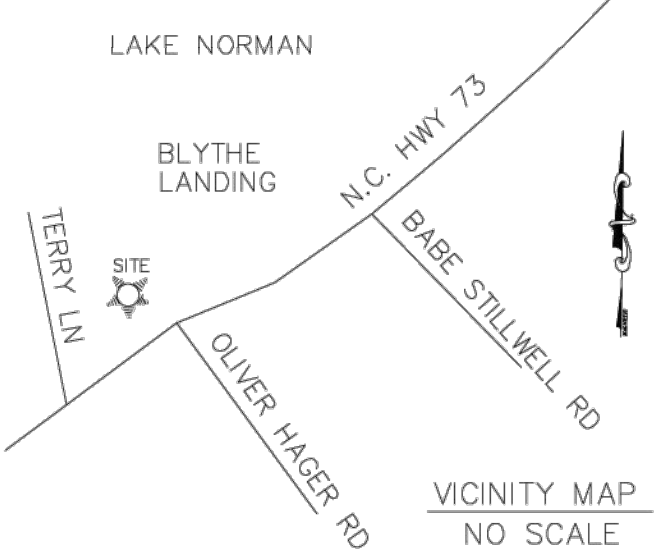
MECKLENBURG COUNTY
001-821-18
7933/653

NC HIGHWAY 73
(FUTURE CONDITION)
(NCDOT PROJECT R6721B)

NUMBER	DIAMETER	TYPE	NUMBER	DIAMETER	TYPE	NUMBER	DIAMETER	TYPE
101	18"	PINE	226	12"	PINE	346	12"	PINE
102	16"	PINE	227	12"	PINE	347	12"	PINE
103	16"	PINE	228	12"	PINE	348	14"	PINE
104	14"	PINE	229	12"	PINE	349	12"	POPLAR
105	18"	PINE	230	14"	PINE	350	12"	PINE
106	12"	PINE	231	14"	PINE	351	14"	POPLAR
107	3-20"	OAK	232	14"	PINE	352	12"	PINE
108	30"	OAK	233	18"	POPLAR	353	12"	SWEET GUM
109	16"	OAK	234	14"	PINE	354	12"	POPLAR
110	24"	OAK	235	12"	PINE	355	12"	POPLAR
111	27"	OAK	236	14"	PINE	356	12"	PINE
112	18"	PINE	237	14"	PINE	357	16"	PINE
113	12"	PINE	238	14"	PINE	358	12"	PINE
114	14"	PINE	239	14"	SWEET GUM	359	12"	SWEET GUM
115	13"	PINE	240	16"	PINE	360	18"	POPLAR
116	14"	PINE	241	12"	PINE	361	12"	SWEET GUM
117	12"	PINE	242	12"	PINE	362	12"	SWEET GUM
118	16"	PINE	243	12"	PINE	363	12"	SWEET GUM
119	24"	PINE	244	12"	PINE	364	14"	PINE
120	14"	PINE	245	12"	PINE	365	12"	PINE
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122	12"	PINE	247	12"	PINE	367	14"	PINE
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124	12"	PINE	249	12"	PINE	369	14"	PINE
125	14"	PINE	250	12"	PINE	370	14"	PINE
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127	12"	PINE	252	14"	PINE	372	14"	PINE
128	14"	PINE	253	12"	PINE	373	14"	PINE
129	16"	PINE	254	14"	PINE	374	14"	PINE
130	12"	PINE	255	14"	PINE	375	12"	PINE
131	14"	PINE	256	14"	POPLAR	376	12"	PINE
132	12"	PINE	257	12"	PINE	377	12"	SWEET GUM
133	12"	PINE	258	12"	PINE	378	16"	CEDAR
134	12"	PINE	259	12"	PINE	379	15"	ELM
135	12"	PINE	260	12"	PINE	380	18"	CEDAR
136	16"	PINE	261	10"	PINE	381	16"	HICKORY
137	16"	PINE	262	12"	PINE	382	12"	OAK
138	28"	OAK	263	12"	PINE			
139	24"	OAK	264	20"	OAK			
140	18"	PINE	265	12"	PINE			
141	16"	PINE						
142	14"	PINE	NUMBER	DIAMETER	TYPE			
143	24"	POPLAR	266	14"	PINE			
144	12"	PINE	267	12"	PINE			
145	12"	SWEET GUM	268	12"	PINE			
146	14"	POPLAR	269	12"	PINE			
147	12"	POPLAR	270	16"	PINE			
148	12"	SWEET GUM	271	12"	PINE			
149	12"	POPLAR	272	14"	PINE			
150	20"	PINE	273	12"	PINE			
151	16"	PINE	274	12"	PINE			
152	14"	PINE	275	12"	POPLAR			
153	14"	PINE	276	12"	PINE			
154	12"	PINE	277	12"	PINE			
155	16"	PINE	278	12"	PINE			
156	14"	PINE	279	12"	PINE			
157	12"	PINE	280	12"	PINE			
158	12"	PINE	281	12"	PINE			
159	12"	PINE	282	12"	PINE			
160	12"	PINE	283	16"	PINE			
161	12"	PINE	284	14"	PINE			
162	14"	PINE	285	14"	PINE			
163	18"	OAK	286	14"	PINE			
164	14"	PINE	287	16"	PINE			
165	2-12"	PINE	288	14"	PINE			
166	18"	PINE	289	12"	PINE			
167	16"	POPLAR	290	12"	PINE			
168	14"	PINE	291	16"	PINE			
170	16"	POPLAR	292	12"	PINE			
171	16"	PINE	293	12"	PINE			
172	14"	PINE	294	14"	PINE			
173	14"	PINE	295	12"	PINE			
174	18"	ELM	296	12"	PINE			
175	18"	SYCAMORE	297	12"	PINE			
176	22"	PECAN	298	12"	PINE			
177	14"	PECAN	299	16"	PINE			
178	24"	MAPLE	300	12"	PINE			
179	18"	MAPLE	301	16"	PINE			
180	22"	MAPLE	302	14"	PINE			
181	18"	MAPLE	303	12"	PINE			
182	18"	PECAN	304	14"	PINE			
183	20"	PECAN	305	12"	PINE			
184	32"	OAK	306	12"	PINE			
185	22"	PINE	307	12"	PINE			
186	16"	CEDAR	308	14"	PINE			
187	16"	MAPLE	309	16"	PINE			
188	16"	MAPLE	310	16"	PINE			
189	30"	OAK	311	16"	SWEET GUM			
190	42"	OAK	312	16"	PINE			
191	36"	OAK	313	14"	PINE			
192	52"	OAK	314	12"	PINE			
193	24"	PINE	315	12"	PINE			
194	16"	PINE	316	12"	PINE			
195	12"	PINE	317	12"	PINE			
196	14"	PINE	318	12"	SWEET GUM			
197	16"	PINE	319	12"	PINE			
198	22"	PINE	320	12"	SWEET GUM			
199	16"	PINE	321	12"	PINE			
200	12"	PINE	322	14"	PINE			
201	14"	PINE	323	16"	PINE			
202	26"	OAK	324	16"	PINE			
203	18"	PINE	325	14"	PINE			
204	18"	PINE	326	14"	PINE			
205	18"	PINE	327	12"	PINE			
206	16"	PINE	328	12"	PINE			
207	16"	PINE	329	16"	PINR			
208	18"	OAK	330	16"	SWEET GUM			
209	12"	PINE	331	12"	PINE			
210	18"	POPLAR	332	12"	PINE			
211	14"	POPLAR	333	12"	PINE			
212	14"	PINE	334	12"	PINE			
213	12"	PINE	335	12"	PINE			
214	18"	SWEET GUM	336	12"	PINE			
215	14"	PINE	337	12"	PINE			
216	18"	SWEET GUM	338	12"	SWEET GUM			
217	16"	PINE	339	14"	PINE			
218	14"	PINE	340	12"	SWEET GUM			
219	14"	PINE	341	12"	SWEET GUM			
220	18"	OAK	342	14"	POPLAR			
221	14"	SWEET GUM	343	16"	POPLAR			
222	16"	SWEET GUM	344	12"	PINE			
223	16"	SWEET GUM	345	12"	PINE			
224	16"	SWEET GUM						
225	16"	PINE						



- NOTES:
- 1) No NGS Traverse Station within 2000'.
 - 2) That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.
 - 3) This property may be subject to any easements and/or Rights-of-way of record.
 - 4) This property is not located in a special flood hazard area according to FEMA MAP # 3710483100K Dated : 9/2/15
 - 5) Tax id no: pin 001-821-15, 001-821-16 AND 001-821-17
 - 6) Deed ref: 32729/538, 33012/29, 33012/34
 - 7) THE PROPERTY IS ZONED : GR
 - 8) This property is located in the Lake Norman Watershed CA



- LEGEND
- R/W = RIGHT-OF-WAY
 - R/R = RAIL ROAD SPIKE
 - Δ = CONCRETE CONTROL MONUMENT
 - EX = EXISTING
 - = IRON PIN SET (IPS)
 - A = 10' X 70' SIGHT TRIANGLE
 - B = 35' X 35' SIGHT TRIANGLE
 - MBL = MINIMUM BUILDING LINE
 - HDPE = HIGH DENSITY POLYETHYLENE
 - PSDE = PUBLIC STORM DRAIN EASEMENT
 - = OAK TREE
 - = PINE TREE
 - = PECAN, CEDAR, ELM, HICKORY TREE
 - = SWEET GUM TREE
 - = MAPLE TREE

SURVEYORS CERTIFICATION

I, DOUGLAS L. DOWELL, JR., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTION RECORDED IN BOOK 31416, PAGE 238, THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000. (THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK PAGE); THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS 12 TH DAY OF JULY, A.D. 2024.

Douglas L. Dowell Jr.
PROFESSIONAL LAND SURVEYORS
L - 3508
LICENSE NUMBER

ENGINEER	SEAL	NO. 1	SHEET 1 OF 1	JOB NUMBER 18-1168	SCALE Horz: 1" = 50' Vert: 1" = 50'	TREE SURVEY OF COTTAGES	COTTAGE PROPERTIES OF LAKE NORMAN LLC	OWNER: DOWELL & CO., P.C.
DRAWN BY:	DATE PREPARED:	NO. 2						Engineering & Planning
REVISIONS		NO. 3						344 Rolling Mill Rd
		NO. 4						HUNTERSVILLE, NC 28117
								EMAIL: lward@dwellsurvey.com C - 2177

1096 DAVID TAYLOR DR STE 120 #103
CHARLOTTE, NC 28262
FIRM LICENSE #: P-2488

BLYTHE LANDING SINGLE FAMILY

FOR REFERENCE ONLY

SURVEY	NO.	DATE	BY	DESCRIPTION

MA	SCALE
MA	PROJ. #

MJS	DRAWN BY
OCTOBER 2024	DATE

SHEET NO. CZ-100

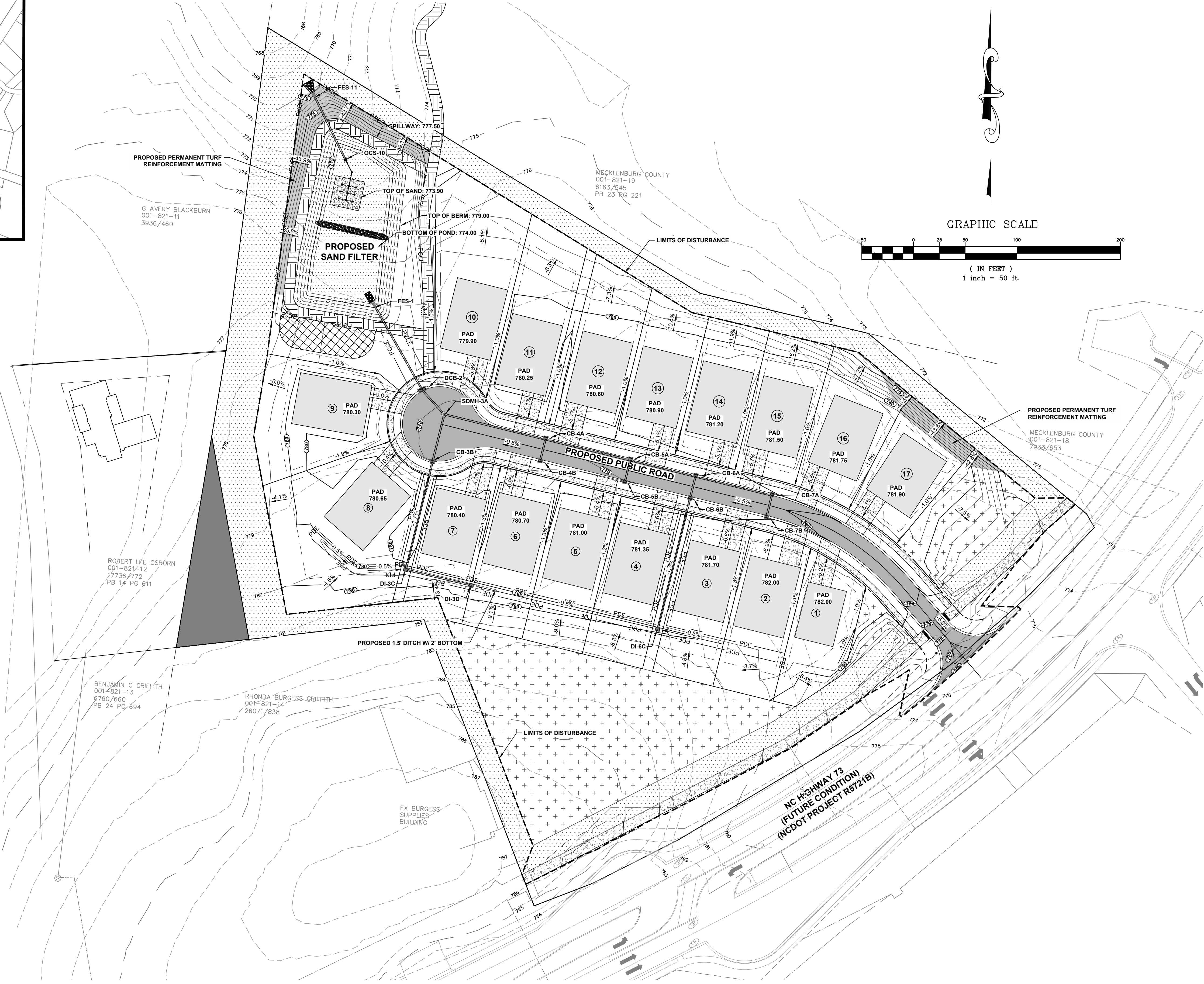
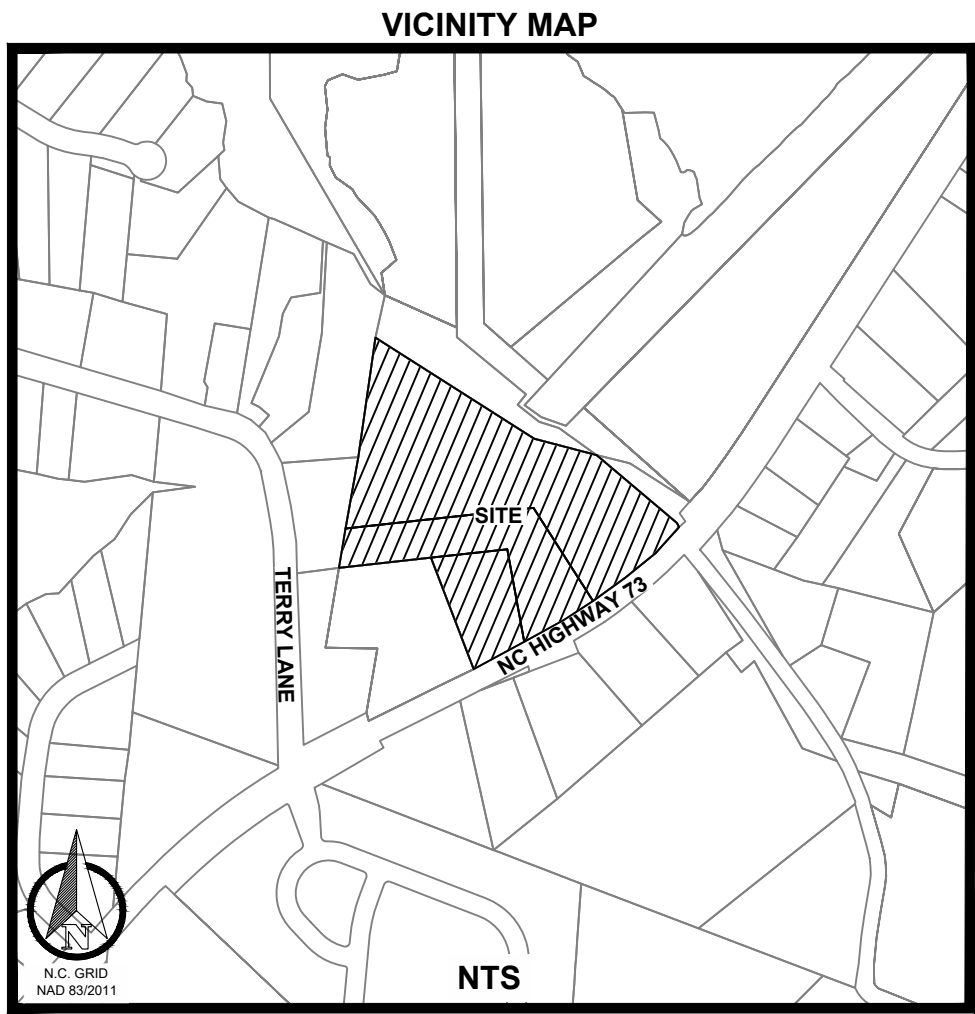
BLYTHE LANDING SINGLE FAMILY



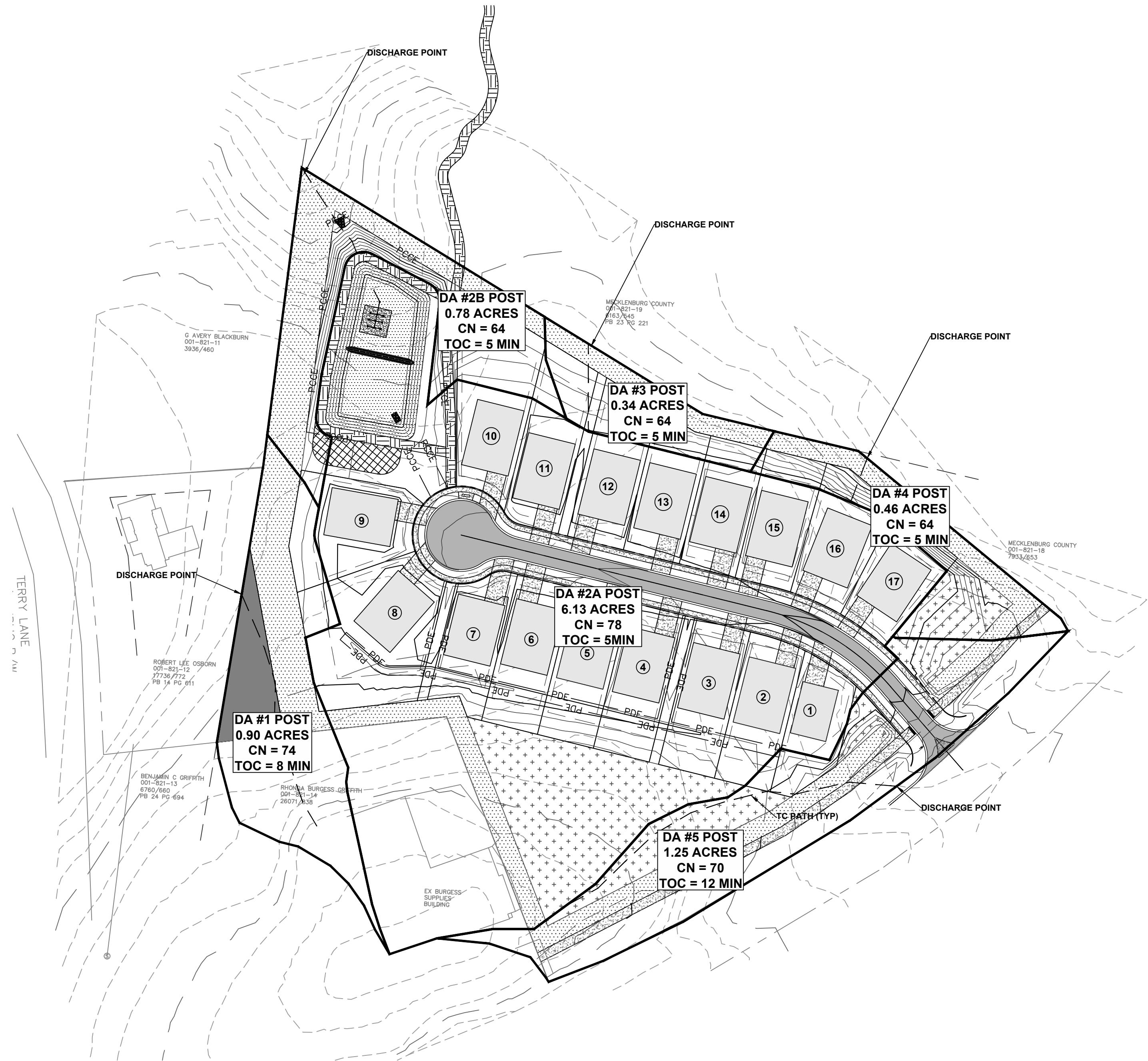
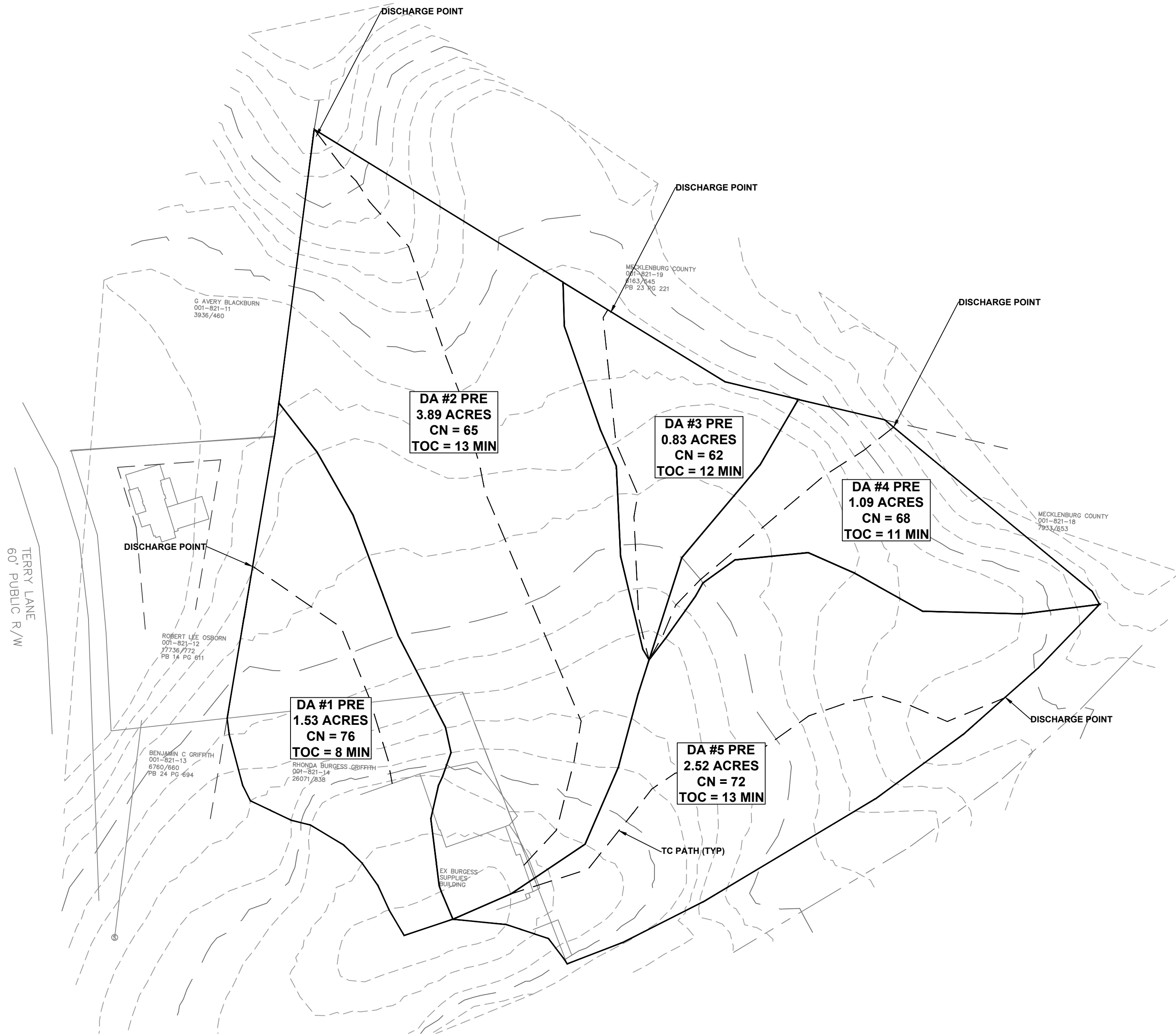
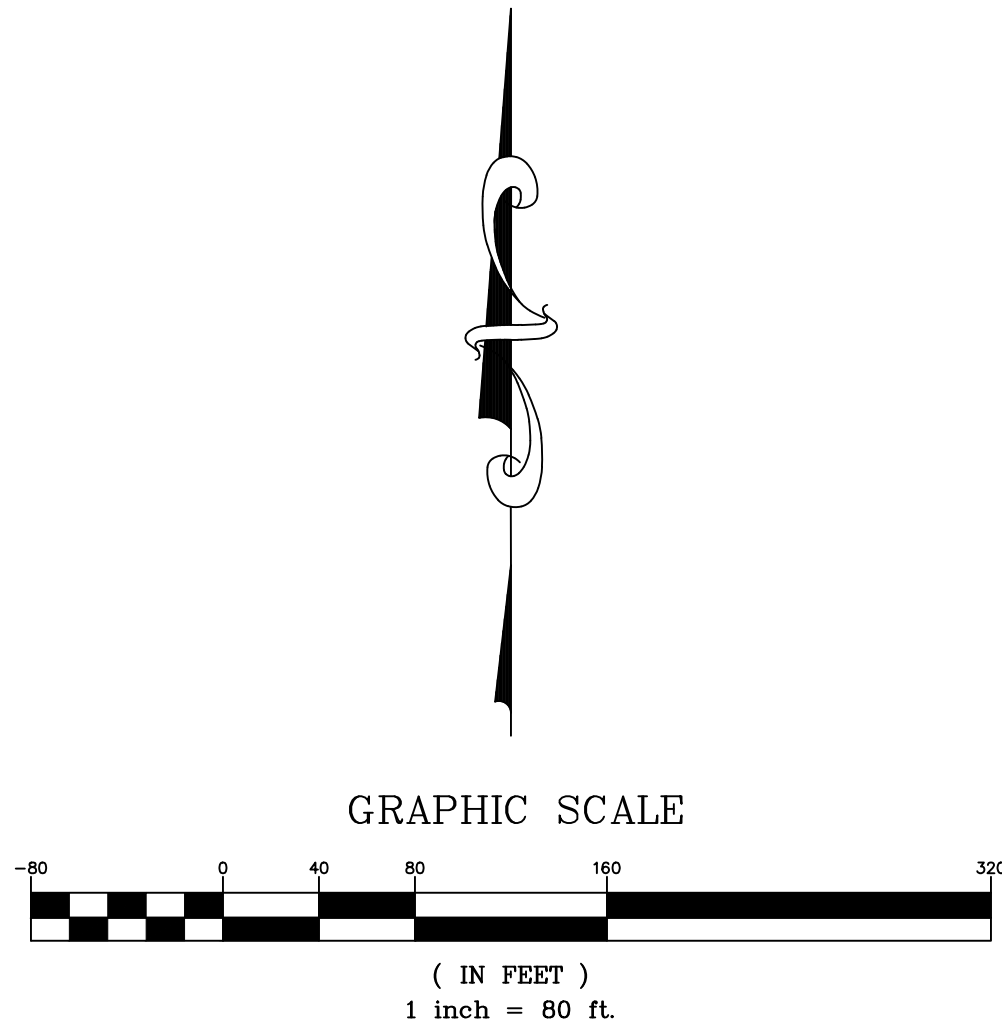
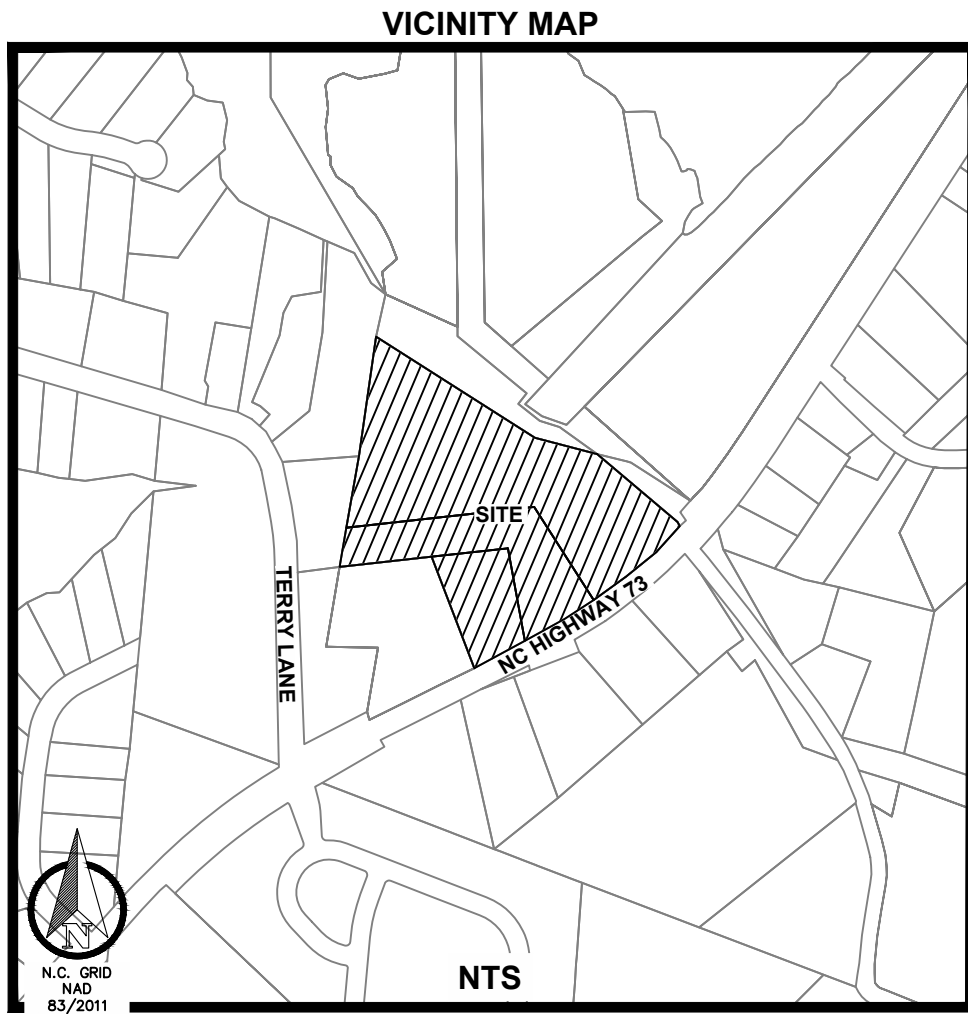
NO.	DATE	BY	DESCRIPTION

GRADING PLAN	MJS	1" = 50'
	DRAWN BY	SCALE
	OCTOBER 2024	NA
	DATE	PROJ. #

SHEET NO.
CZ-500



1. THE CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES USING FLAG MEN, ETC. AS NECESSARY TO INSURE SAFETY TO THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE, OR ASPHALT ARE TO BE REPLACED ACCORDING TO STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND LOCAL UTILITY SPECIFICATIONS.
4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.



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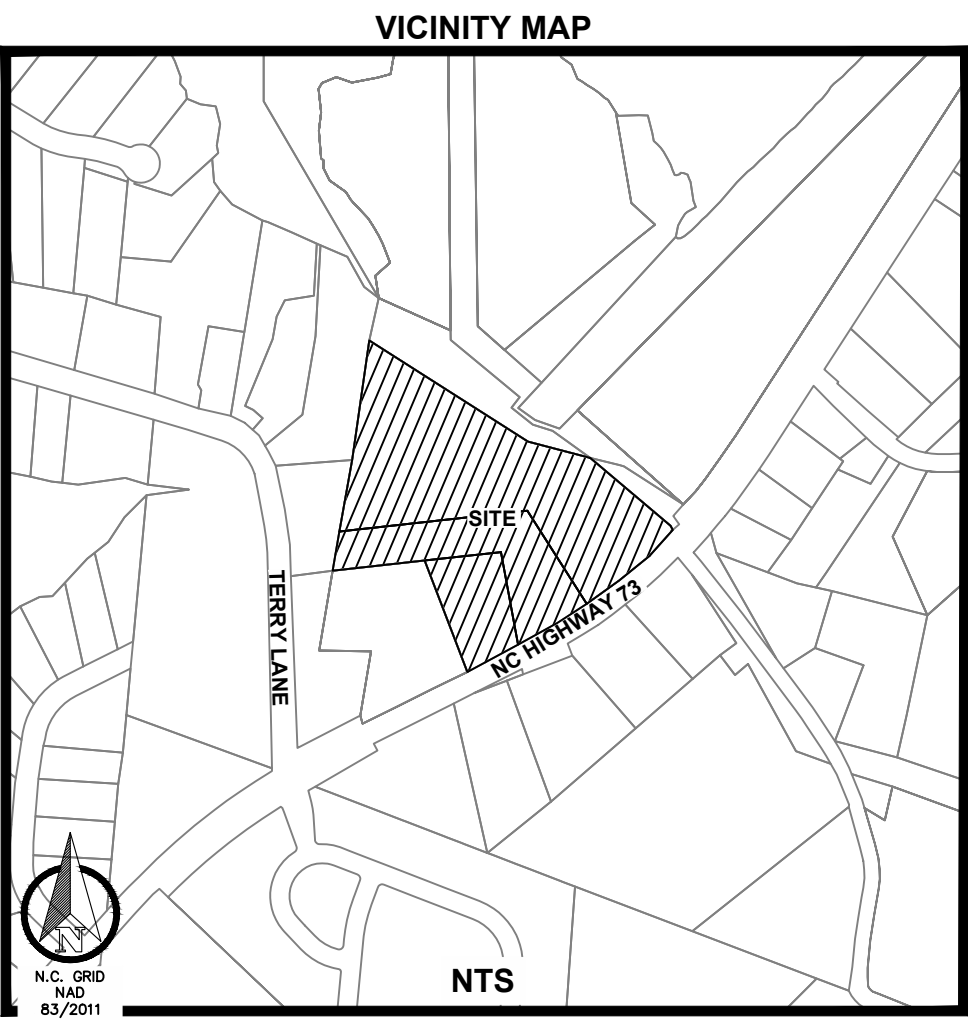
BLYTHE LANDING SINGLE FAMILY



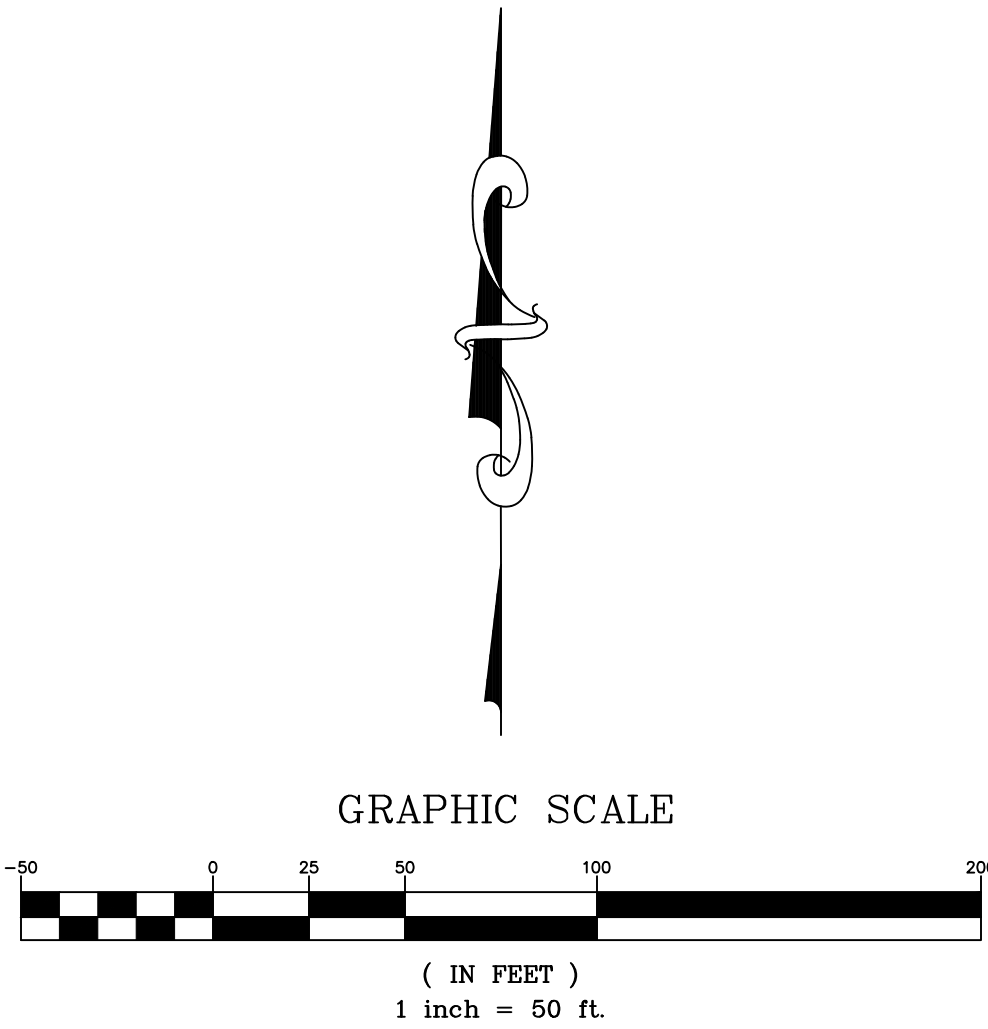
NO.	DATE	BY	DESCRIPTION

MAJOR DRAINAGE BASINS	MJS	1" = 80'
	DRAWN BY	SCALE
SHEET NO.	DATE	PROJ. #
	OCTOBER 2024	

CZ-501



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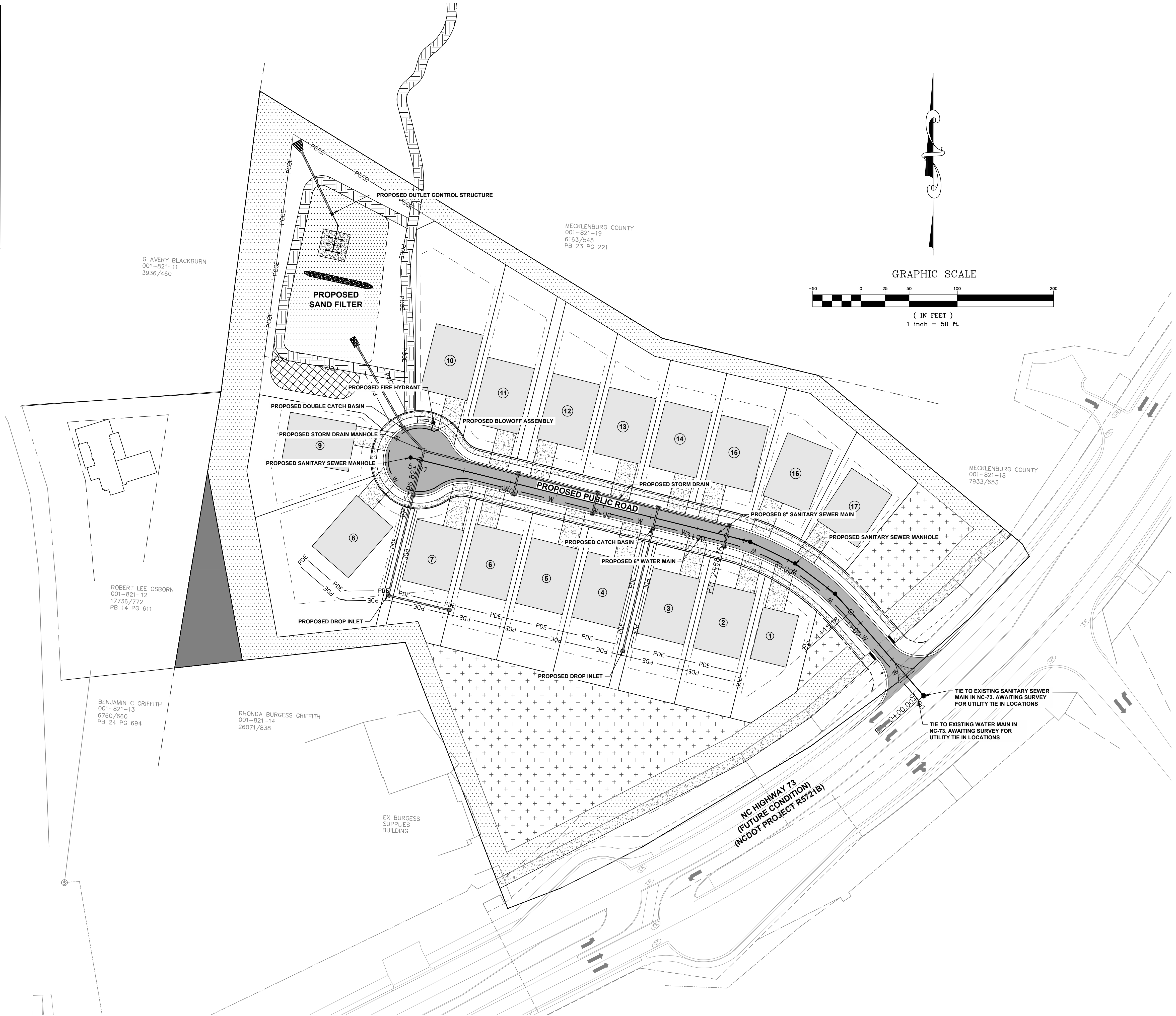
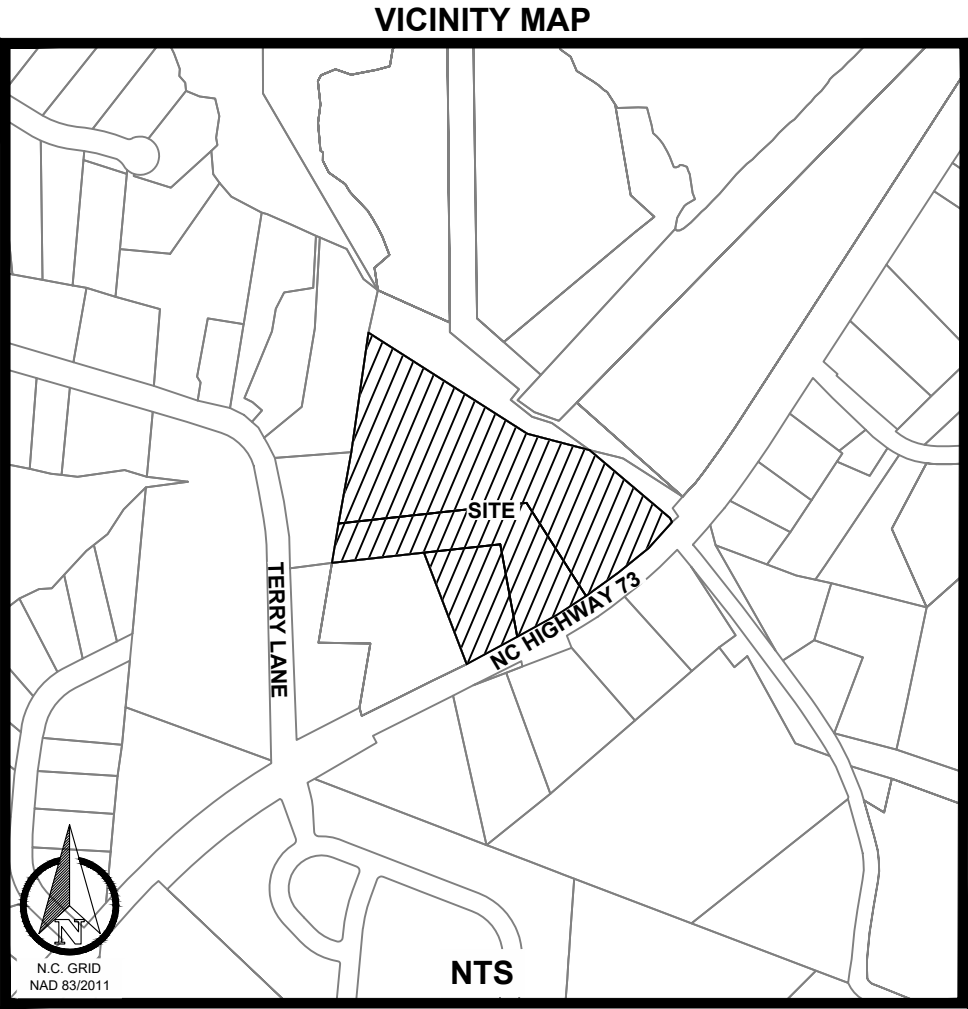


BLYTHE LANDING SINGLE FAMILY



NO.	DATE	BY	DESCRIPTION

MINOR DRAINAGE BASINS	MJS	1" = 50'
	DRAWN BY	SCALE
OCTOBER 2024		NA
DATE		PROJ. #



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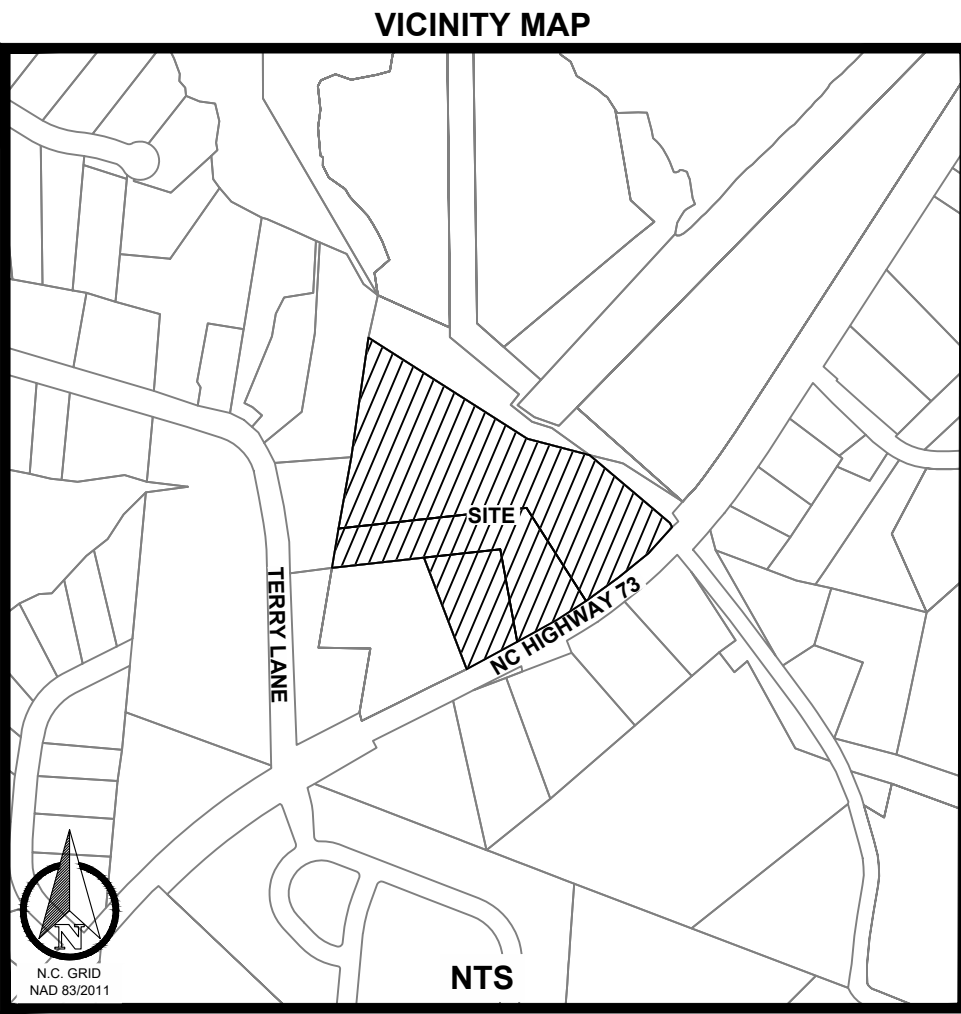


BLYTHE LANDING SINGLE FAMILY



NO.	DATE	BY	DESCRIPTION	UTILITY PLAN	
				MJS DRAWN BY OCTOBER 2024 DATE	1" = 50' SCALE NA PROJ. #

SHEET NO.
CZ-600



PLANTING SCHEDULE					
TYPE	BOTANICAL NAME	COMMON NAME	QUANTITY	CALIPER AT PLANTING	HEIGHT AT PLANTING
LARGE MATURING	ACER SACCHARUM	SUGAR MAPLE	38	2" MIN	8' MIN
LARGE MATURING	CARYA CORDIFORMIS	BITTERNUT HICKORY	38	2" MIN	8' MIN
SMALL MATURING	LAGERSTROEMIA	CRAPE MYRTLE	29	2" MIN	8' MIN
SMALL MATURING	CORNUS KOUSA X FLORIDA	DOGWOOD	28	2' MIN	8' MIN
SHRUB	ILEX CORNUTA BURFORDI	BUFORD HOLLY	92	2' MIN SPREAD	2' MIN

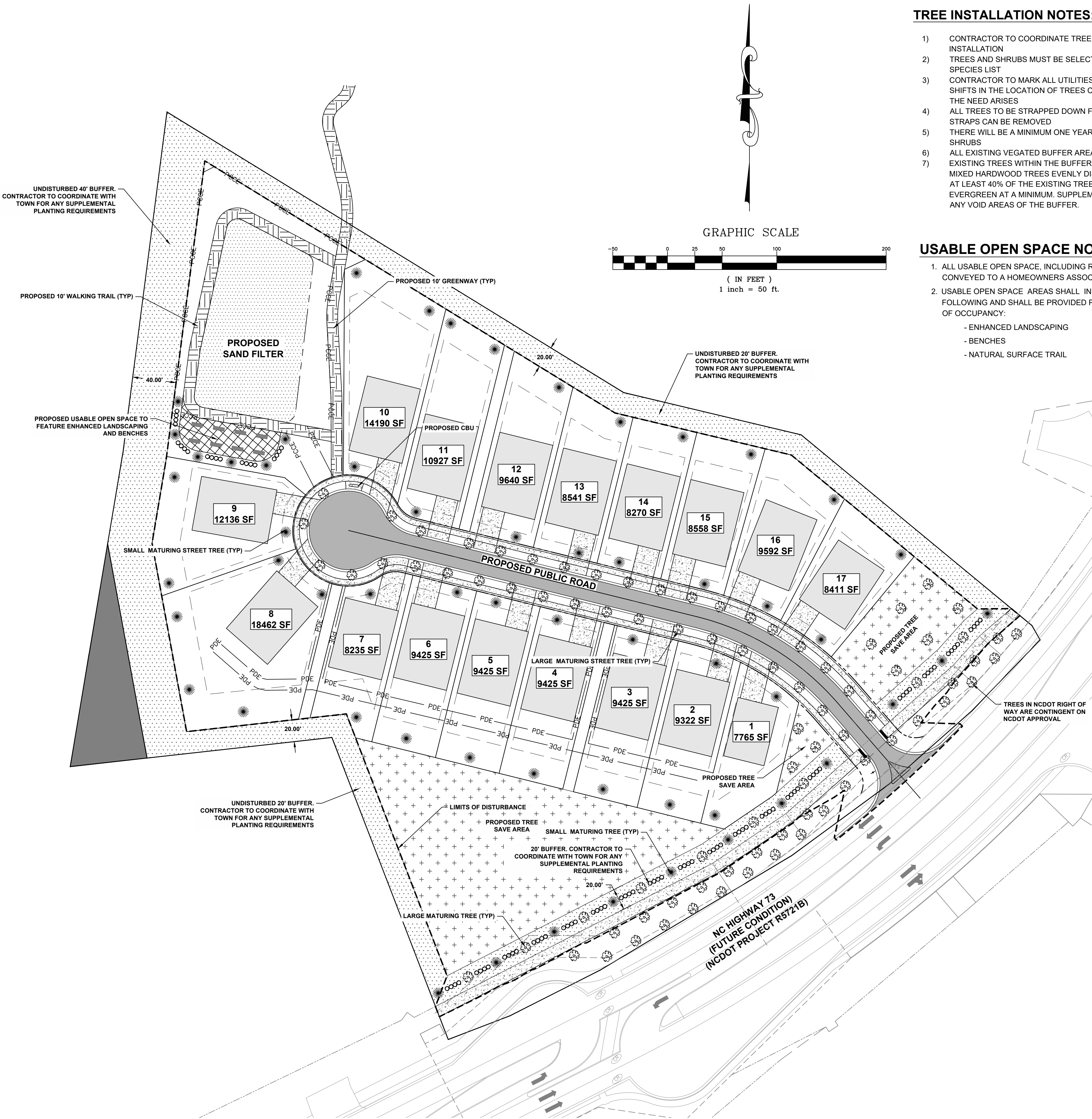
RESIDENTIAL LOT TREES CALCULATION	
REQUIRED FRONT YARD TREES	18 TREES
PROVIDED FRONT YARD TREES	18 LARGE TREES
REQUIRED REAR YARD TREES	22 TREES
PROVIDED REAR YARD TREES	22 TREES

STREET TREE PLANTING SUMMARY			
STREET	FRONTAGE (FT)	REQUIRED TREES	PROVIDED TREES
PUBLIC ROAD	+/- 559	38 TREES	38 LARGE TREES

TREE SAVE SUMMARY	
REQUIRED TREE SAVE (10%)	0.86 ACRES (APPROX.)
TREE SAVE PROVIDED	1.00 ACRES (APPROX.)
UNDISTURBED TREE SAVE PROVIDED	TBD IN FINAL DESIGN
REPLANTED TREE SAVE REQUIRED	TBD IN FINAL DESIGN
REPLANTED TREE SAVE PROVIDED	TBD IN FINAL DESIGN



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4. SHORING WILL BE ACCORDING TO OSHA TRENCHING STANDARDS PART 1926 SUBPART P, OR AS AMENDED.



FREE INSTALLATION NOTES:

- 1) CONTRACTOR TO COORDINATE TREE TYPES WITH CITY ARBORIST PRIOR TO INSTALLATION
- 2) TREES AND SHRUBS MUST BE SELECTED BASED ON THE PRE-APPROVED SPECIES LIST
- 3) CONTRACTOR TO MARK ALL UTILITIES AT TIME OF INSTALLATION AND MINOR SHIFTS IN THE LOCATION OF TREES CAN BE MADE (WITH CITY APPROVAL) IF THE NEED ARISES
- 4) ALL TREES TO BE STRAPPED DOWN FOR ONE YEAR. AT SUCH TIME ALL STRAPS CAN BE REMOVED
- 5) THERE WILL BE A MINIMUM ONE YEAR WARRANTY ON ALL TREES AND SHRUBS
- 6) ALL EXISTING VEGATED BUFFER AREAS TO BE PROTECTED AND PRESERVED
- 7) EXISTING TREES WITHIN THE BUFFER CONSIST OF AT LEAST 5" CALIPER MIXED HARDWOOD TREES EVENLY DISTRIBUTED EVERY 100 LINEAR FEET. AT LEAST 40% OF THE EXISTING TREES ARE LARGE MATURING AND 25% ARE EVERGREEN AT A MINIMUM. SUPPLEMENTAL TREES WILL BE PROVIDED IN ANY VOID AREAS OF THE BUFFER.

USABLE OPEN SPACE NOTES

1. ALL USABLE OPEN SPACE, INCLUDING RECREATIONAL AREAS, WILL BE CONVEYED TO A HOMEOWNERS ASSOCIATION FOR MAINTENANCE.
2. USABLE OPEN SPACE AREAS SHALL INCLUDE ONE OR MORE OF THE FOLLOWING AND SHALL BE PROVIDED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY:
 - ENHANCED LANDSCAPING
 - BENCHES
 - NATURAL SURFACE TRAIL

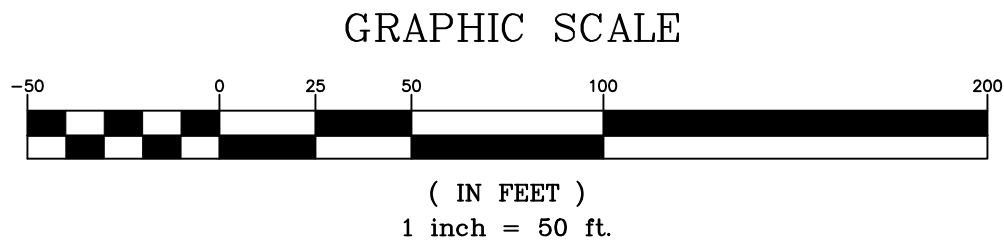
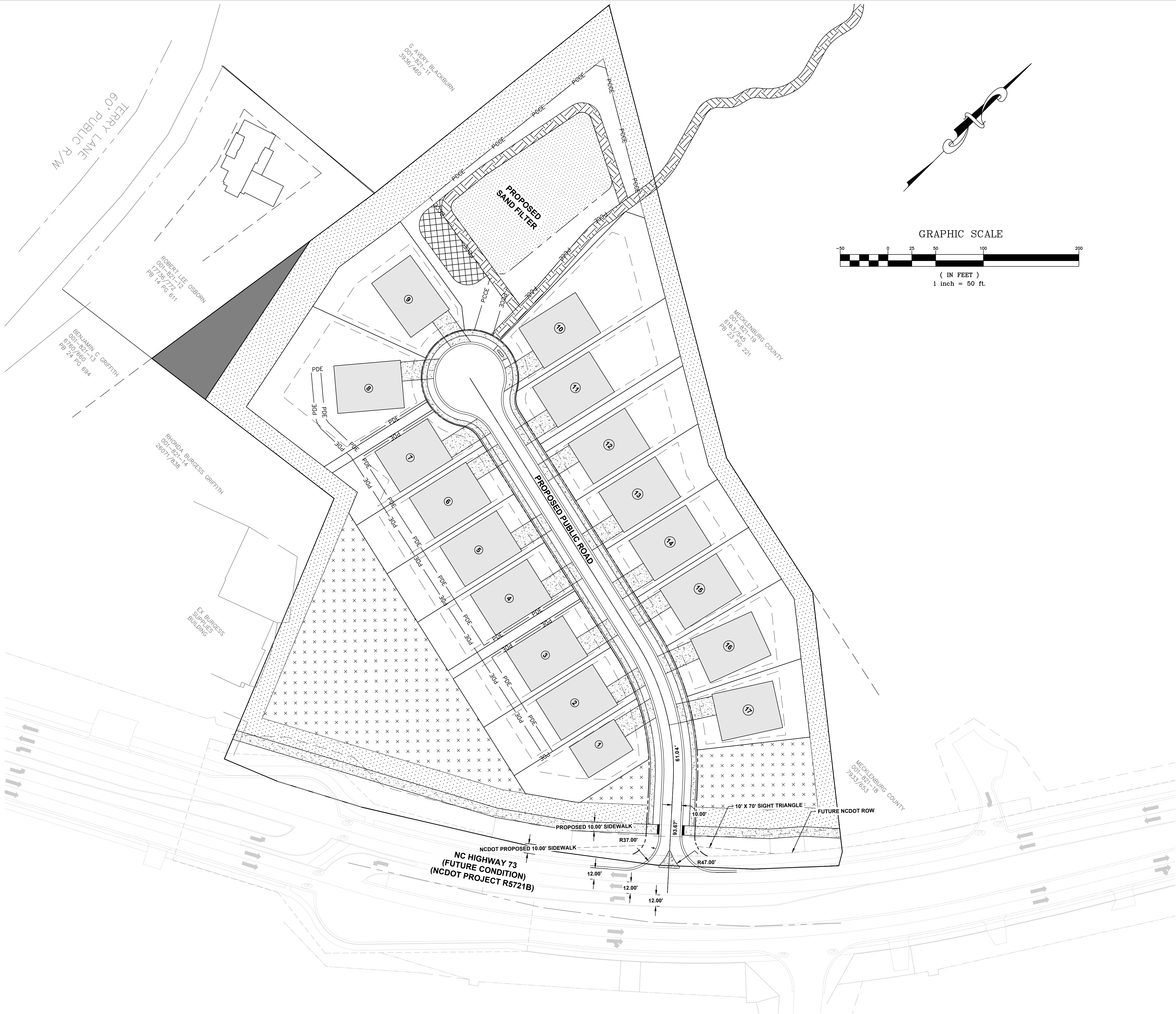
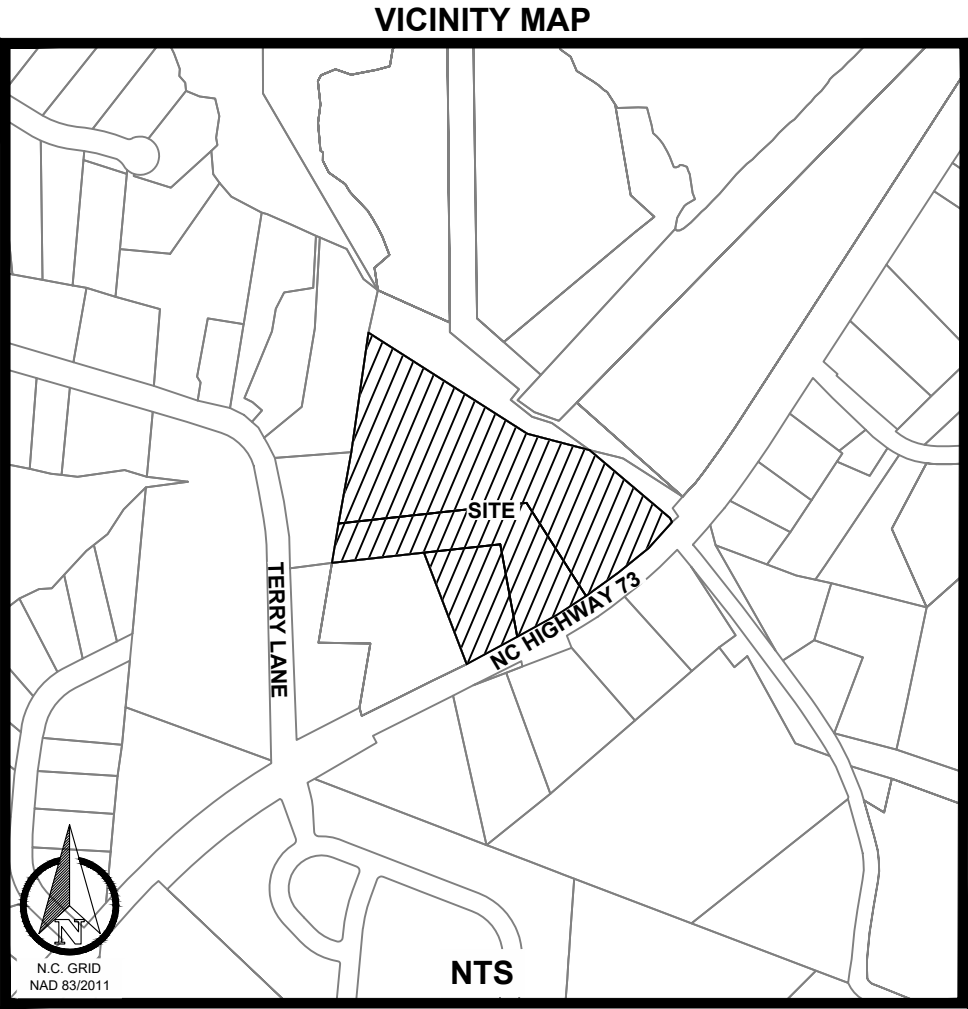


BLYTHE LANDING SINGLE FAMILY



LANDSCAPING PLAN		NO.	DATE	BY	DESCRIPTION
M.J.S. DRAWN BY	1" = 50' SCALE				
OCTOBER 2024 DATE	NA PROJ #				

SHEET NO.
CZ-700



1. THE CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ASSURING THAT EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
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BLYTHE LANDING SINGLE FAMILY



FUTURE NCDOT PLAN			NO.	DATE	BY	DESCRIPTION

MJS DRAWN BY	1" = 50' SCALE	NA PROJ. #
OCTOBER 2024 DATE		



Town Engineering Rezoning Comment Summary
R24-16 Blythe Landing (CSP-500047)
15513 NC 73 HWY (PID 00182115, 00182116, 00182117)
Huntersville, NC 28078

General Project Information

This proposed rezoning is located immediately northwest of the Intersection of Ervin Cook Rd and NC-73 and consists of 17 Detached Single-Family Homes. Future NCDOT improvements (NCDOT Roadway project R-5721B) have been considered by the applicant.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

- 1) A TIA was not required as part of this proposed rezoning due to not meeting trip generation thresholds.

Transportation and Stormwater:

- 1) A median along NC 73 to restrict site access to right-in/out may be required by NCDOT.
- 2) Other minor comments to be addressed.

Red Cedar Blythe Landing (R24-16)

Community Meeting Report

Date: January 6, 2025

Time: 6:00pm – 7:00pm

Location: Huntersville United Methodist Church – Isaiah Room, 14005 Stumptown Road, Huntersville 28078

Roster of Persons in Attendance: **See attached sign-in sheets**

Agenda:

1. Applicant presentation & rezoning description
2. Neighborhood attendees' question & answer session

Applicant and the attendees discussed the following comments and questions:

General Discussion

Discussions surrounding BMP pond design and location, BMP pond located at the low point on the property.

Discussion regarding the walking trail at the rear of the property around the BMP pond and then connecting into the trail in Blythe Landing.

Many of the attendees did not like the location of the trail and suggested that it be removed or at least moved to a more suitable location. Some recommended that the trail be moved to the front of the property closer to Sam Furr Road to connect into Blythe Landing.

Neighbors are concerned because there are kids coming into their neighborhood and ringing doorbells. They are concerned that this project could invite more kids venturing into their neighborhood.

Discussion regarding the design of urban open space on the property and how that differs from “standard” open space.

Most neighbors agreed that sidewalks on the front of the property would be better because they could then connect to the sidewalks already in place and people can walk East into Town towards Birkdale Village etc.

There was a notice question about HOAs and whether Hawthorne management company was notified. The Applicant has included the approved notice list in the attached Community Meeting Package.

Questions

***Answers in bold**

Why is the path required to Blythe? **The path is a request from the Town to add a pedestrian element and benefit to the project as part of the conditional rezoning. The intent was to give**

people the option to walk into Blythe Landing as an amenity. This request is part of the Town's desire to hold developers to a higher standard of design and to go "above and beyond" the Ordinance requirements. This trail is perceived as benefit to the project and the Town but the Applicant and Town will explore alternate location options for the trail to address concerns from neighbors.

What is the price point? **Price point will be around \$800k for the majority of lots with a couple lots closer to the \$600k range to provide some additional housing options. The lot & house sizes will also be varied to give the project diversity in design.**

What about the adjacent commercial property, will this be part of the project? **This property will remain, it is not a part of the Applicant's project.**

Have you thought of a different layout? **This project was originally introduced to the Town as a 20+ unit project. The Applicant revised their plan to better conform to the Huntersville 2040 Plan and Planning Staff comments. This current layout is ideal because of the density and the location of the BMP. The Applicant also reduced the number of units to 17 lots with increased variety and more open space to accommodate the property location and the 2040 Plan.**

Will there be a key fob for trail access, or some other security mechanism to keep unwanted people off the trail? **The Applicant is willing to explore options to keep unwanted visitors from using the trail into Blythe Landing. The Applicant is also open to considering different locations for the trail.**

Would there ever be a consideration besides a tree buffer? What about a fence? **The Applicant is open to including a fence or alternative buffer as long as it complies with the Ordinance and Planning Staff's recommendations.**

What about the grade of the BMP? **The BMP slopes toward Lake Norman and flows with the current drainage on the property.**

Where is the spillway located? **The spillway is located at the back of the BMP near where the trail crosses the property into Blythe Landing.**

What is the spillway made out of? **The spillway is made from riprap to protect soil from erosion in concentrated flow areas.**

Is there focused drain management that could exacerbate the area with sediment issues? **The Applicant is working with the Town and experts to ensure that stormwater and drain management meets all the Ordinance Standards and works properly.**

NCDOT plans for the widening of Sam furr, when will they be starting? **The widening of Sam Furr (STIP Project R-5721) is scheduled to begin in 2026-2027. Right of Way acquisition is under way and almost complete and the widening will create 2 additional lanes from N.C. 16 to West Catawba Avenue. Plans are available on NCDOT's website.**

Will the entrance to the project be right-in right-out only? **Yes, after the improvements to Sam Furr Road are complete the project will be right-in right-out only as Sam Furr Road will be a "Synchronized Street."**

Who will maintain the bmp & open space area? **The developer/owner will maintain the BMP and open space area until that obligation is passed along to the new buyers/property owners.**

What is the rezoning schedule moving forward? **The Public Hearing is scheduled for February 4, the Planning Board is scheduled for February 25, and the Town Board final vote is scheduled for March 18.**

COMMUNITY MEETING
SIGN IN SHEET
January 6, 2025, 6:00pm to 7:00pm
R24-16 Blythe Landing Rezoning
Location: Huntersville United Methodist Church
14005 Stumptown Road, Huntersville, NC 28078

ATTENDEE NAME
Matt & Kris Wolfinger
Mark Hager
MIKE CHRISTENSEN LOOKOUT POINT HOA PRESIDENT
Rae Potter

December 18, 2024

SUBJECT: Notice of community meeting for information related to a Conditional Rezoning of the properties located at 15501, 15513, 15529, 15533 & 15527 NC Highway 73, Huntersville, NC 28078, having Parcel ID Numbers of 00182115, 00182116, and 00182117. The Applicant for the subject property is Red Cedar Capital.

To Whom It May Concern:

Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject properties, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the meeting is to provide an opportunity for the Applicant/Developer to describe the proposed project and to answer any questions you may have. The Applicant/Developer is requesting approval from the Town for a Conditional Rezoning of the current zoning of General Residential (GR) to the proposed zoning of Neighborhood Residential (NR) to construct single family residential homes.

MEETING DETAILS:

January 6, 2025

6:00 P.M. to 7:00 P.M.

Huntersville United Methodist Church

14005 Stumptown Rd.

Huntersville, NC 28078

You are welcome to attend the above-mentioned community meeting. There will be an additional opportunity to ask questions about the proposed development.

Sincerely,

Ryan Cox

Red Cedar Capital

Vice-President of Acquisitions



ownr1stnme	ownrfrstnm	ownr2lstnm	ownr2frstn
BODENSTEIN	MICHAEL		
BROWN	STEVE MARVIN	WILSON-BROWN	CYNTHIA
BRUNO	HERMAN	ROOP	CARRIE
CITY OF CHARLOTTE		C/O REAL ESTATE DIVISION	
COTTAGE PROPERTIES OF LAKE NORMAN LLC			
COTTAGE PROPERTIES OF LAKE NORMAN LLC			
DUKE POWER CO		C/O TAX DEPT - PB05B	
GRIFFITH	BENJAMIN C	GRIFFITH	RHONDA B
GRIFFITH	RHONDA BURGESS		
HAGER	R MARK	HAGER	LEIGH A
LOEHDE	JASON	TIRUVALLUR	VEENA
M/I HOMES OF CHARLOTTE LLC			
M/I HOMES OF CHARLOTTE LLC			
MALMSTROM	CHAD A		
MECKLENBURG COUNTY		C/O REAL ESTATE /FINANCE DEPT	
MECKLENBURG COUNTY		ATTN CFO	
MOHAMMADI	MEISAM SHIR	QUACKENBOS	MARIA PILAR
MULLIGAN	LINDA C		
RIOS	JENNIFER J	FORERO	JOHN A RIOS
WOLFINGER	MATTHEW A	WOLFINGER	KRISTINA R
YOUNG	JAY	YOUNG	MARGARET
BIRKDALE HOMEOWNERS ASSOC INC		C/O ASSOVIATION MGMT GROUP	
GILEAD RIDGE HOMEOWNERS ASSOC		C/O COMMUNITY ASSOCIATION MANG	
GILEAD RIDGE HOMEOWNERS ASSOC INC			
GRIER'S GROVE HOMEOWNERS ASSOC INC		C/O COMMUNITY ASSOC MANAGEMENT	
LOOKOUT POINT OWNERS ASSOC INC			
ONE HUNDRED NORMAN PLACE		HOMEOWNERS ASSOC INC	
ONE HUNDRED NORMAN PLACE HOMEOWNERS ASSOC INC			
REGENCY VILLAGE LLC		C/O FIRST COLONY CORPORATION	
STERLING POINTE HOMEOWNERS		ASSOCIATION INC	
STERLING POINTE HOMEOWNERS		ASSOCIATION INC	
THE GLENS LLC			

THE HOMEOWNERS ASSOCIATION OF STILLWELL VILLAGE INC			
WOOD DUCK COVE OWNERS ASSOC			
HERMAN BRUNO			
PATEL	VALLABHBHAI	PATEL	HANSA V
PATEL	VALLABHBHAI	PATEL	HANSA V
KEELAN	THOMAS M	KEELAN	LYNN C
LAPIETRA	RAFFAELE	THE RAFFAELE AND CLEMENTINA LAPIETRA LIVING TRUST	
PLISZKA	DANIEL JOSEPH	PLISZKA	MOLLY INGRAM
MAPEL	DAVID	MAPEL	JOANN
HOGAN	SUZETTE	HOGAN	MICHAEL
NORMAN SHORES, LLC			
WHITAKER POINTE HOMEOWNERS ASSOCIATION, INC			
COOK FARM			
THE GLENS AT BIRKDALE COMMONS, LLC			
BIRKDALE GROVE			
COURTYARDS OF HUNTERSVILLE CONDOMINIUM		C/O HENDERSON PROPERTIES	



RED CEDAR

Blythe Landing Rezoning – R24-16

Community Meeting

January 6, 2025

CREATING LONG-LASTING DEEPLY-ROOTED COMMUNITIES.

RED CEDAR



Originally founded in 2020, Red Cedar Homes has quickly become one of Charlotte's fastest growing homebuilders.

Built on a foundation to provide homeowners with thoughtfully designed floorplans, designer fixtures and finishes all at an attainable price point.

PRICE LEADER IN THE FIRST TIME HOMEBUYER MARKET

LOCATED IN EMERGING LOCATIONS THROUGHOUT CHARLOTTE & THE GREATER CHARLOTTE AREA

Expansion into the Triad, Raleigh, & Jacksonville, FL, and Knoxville, TN markets in 2024, 2025 & 2026.

THOUGHTFULLY DESIGNED HOMES

DURABLE & TREND FORWARD FIXTURES & FINISHES

Pre-selected, curated design packages.

In-house distributor of high-quality cabinetry, flooring, and counter-tops, contributing to lower house costs and higher profit margins.

SUSTAINABLY SMART FEATURES & OFFERINGS

Energy-Star appliances, Wireless Access Points, Z-Wave Thermostats, and more – Q4 2024.

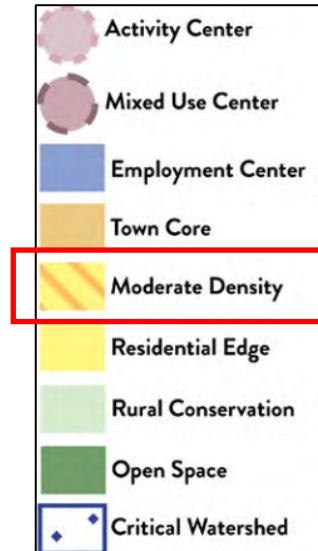
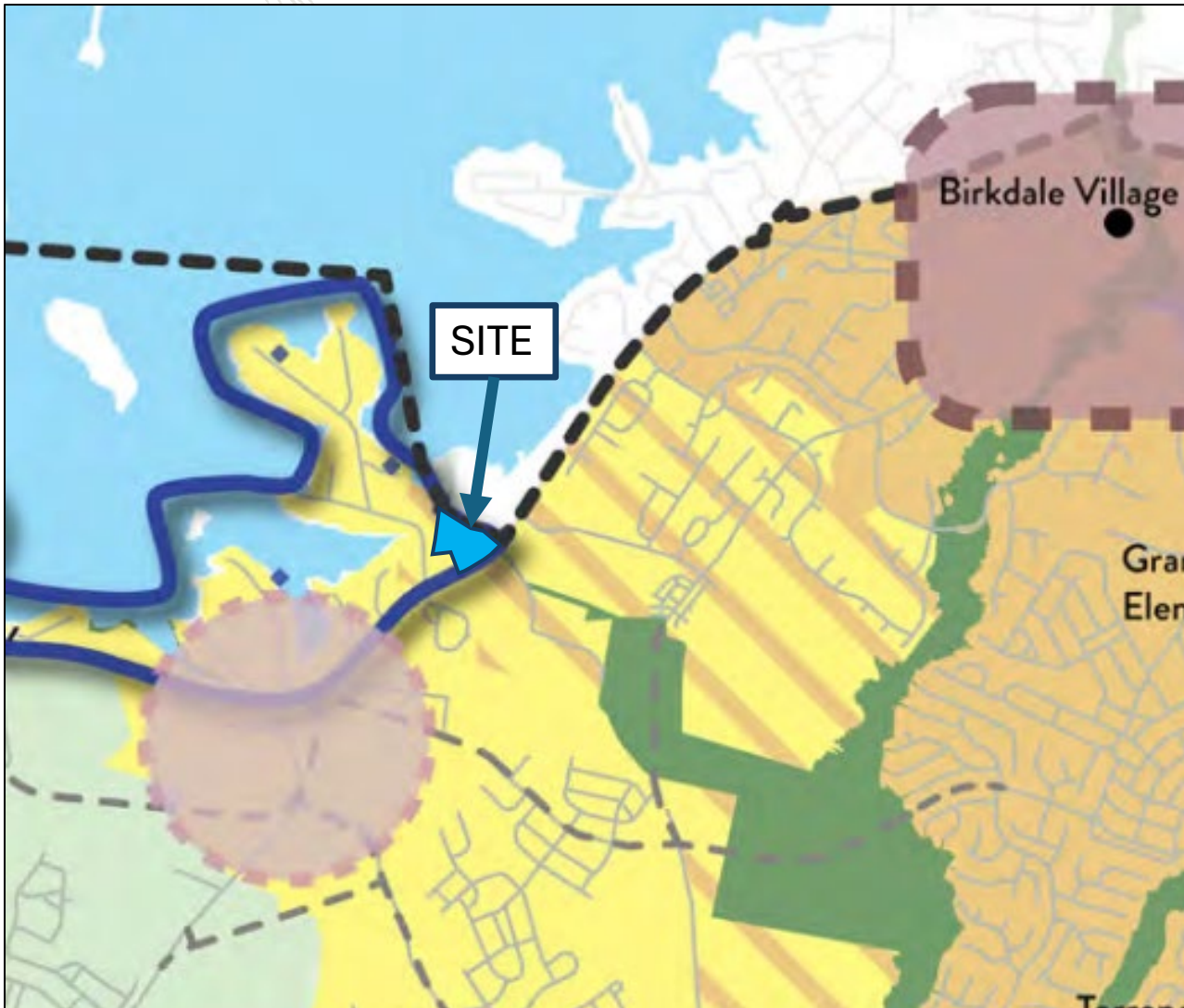
INVITING EXTERIORS & CURB APPEAL





Huntersville 2040 Community Plan

Future Land Use Map



Moderate Density

This area is meant to accommodate a mix of conventional residential subdivisions with larger lots and traditional neighborhood development with a mix of lot sizes, including smaller unit types and occasional attached housing. Average gross density is generally 1-3 units per acre. It may have some, smaller-scale commercial or nonresidential activity at key intersections. Exact density of future development should vary based on context and site constraints including potential conflicts with adjacent development, access, and the presence of natural and/or cultural resources.



Huntersville Zoning Ordinance: Permitted Uses Comparison

General Residential

(a) Permitted Uses.

Uses permitted by right.

- single family homes
- family care home

Neighborhood Residential**

(a) Permitted Uses.

Uses permitted by right.

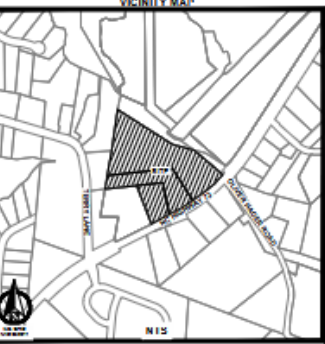
- bed and breakfast inns
- boarding or rooming houses for up to four roomers
- congregate housing designed within the "civic" building type
- family care home
- single family homes

**Note: Conditional zoning proposed limits permitted use to single-family residential



Initial Concept Plan

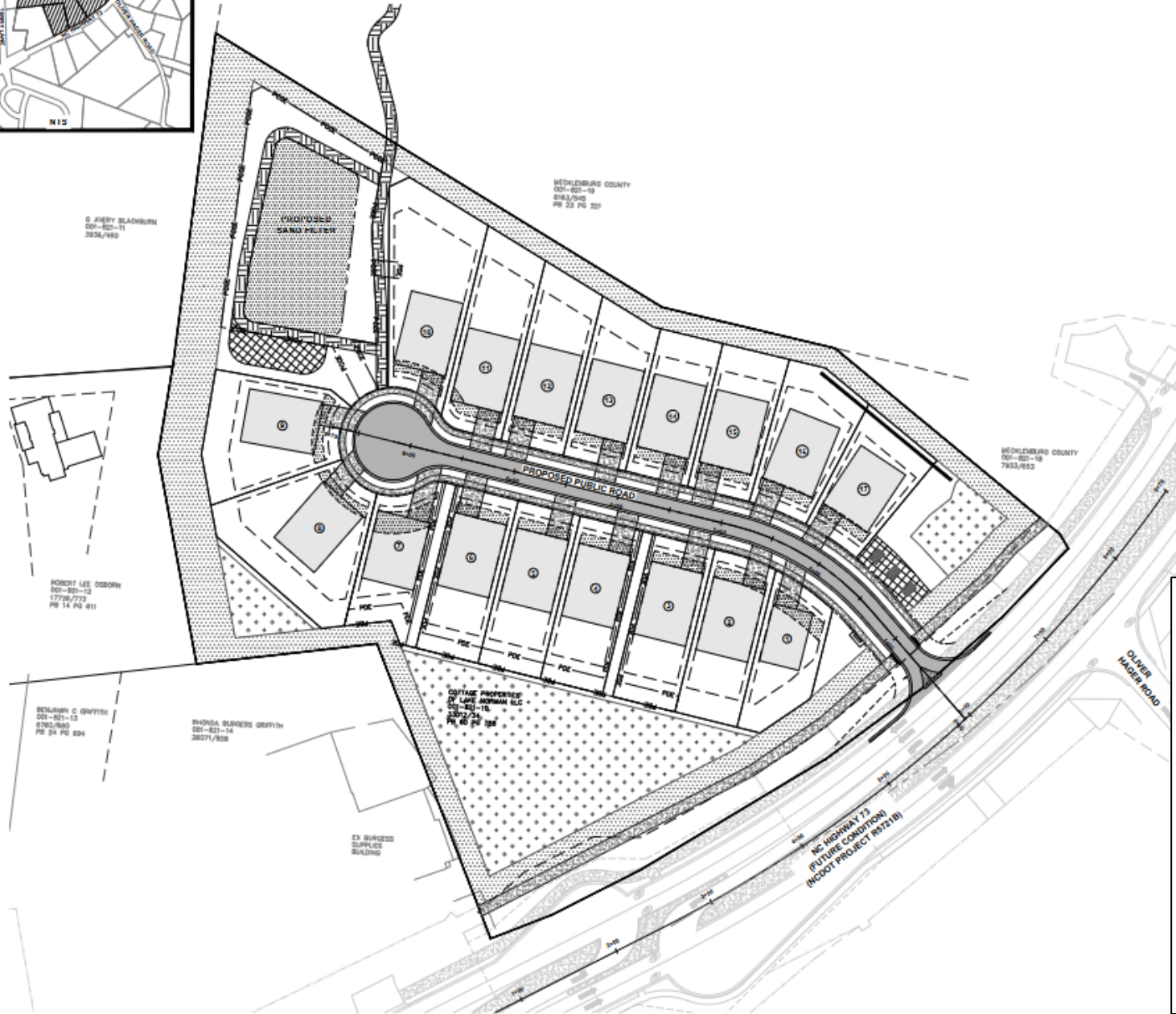




BLYTHE LANDING
SINGLE-FAMILY RESIDENTIAL
REZONING PLAN
HUNTERSVILLE, NC



RED CEDAR



Site Information

- Current Zoning: General Residential (GR)
- Proposed Zoning: Neighborhood Residential (NR)
- 8.77 acres
- 17 Single-Family Residences
- 2 lots per acre
- Trail and Pocket Park



Concept Elevations





Huntersville 2040 Community Plan Project Policy Compatibility



Land Use Policy Recommendations

LU-1

Policy LU-1: Encourage a development pattern that follows the Future Land Use Map.

LU 1.1: Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.

LU-2

Policy LU-2: Encourage residential development that follows the pattern outlined in the future land use map.

LU 2.1: Higher intensity residential uses will be focused generally within two miles of the I-77/NC-115 corridor and future activity centers in the eastern and western areas of Huntersville's zoning jurisdiction.

LU-10

Policy LU-10: Encourage a diversity of housing options.

LU 10.2: Continue to encourage a mix of lot sizes in new developments.

Environment & Open Space Policy Recommendations

EOS-1

Policy EOS-1: Support the preservation and enhancement of the natural environment, along with its scenic and cultural assets.

EOS 1.1: Support and enhance regulations pertaining to open space design and protection.





Upcoming Schedule (Tentative)

Public Hearing: February 4, 2025

Planning Board: February 25, 2025

Town Board Vote: March 18, 2025



Thank You!

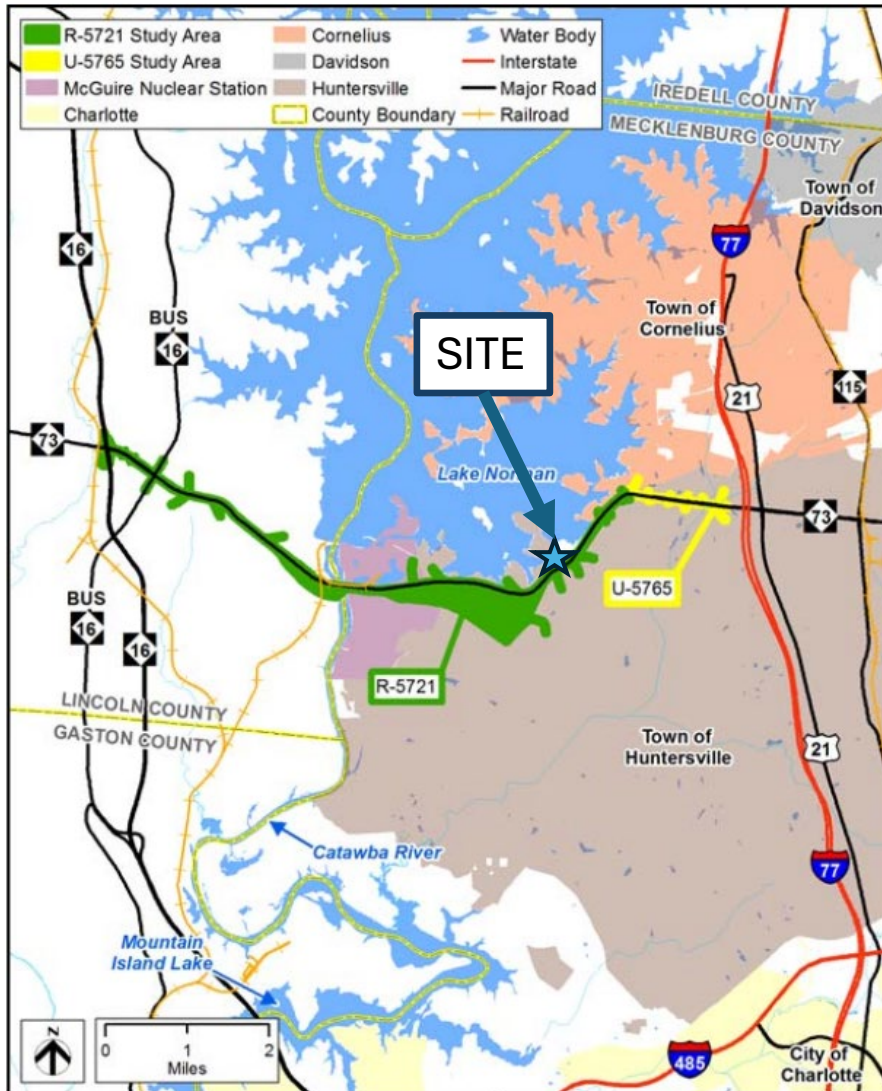
Questions





STIP Project Nos. R-5721 and U-5765

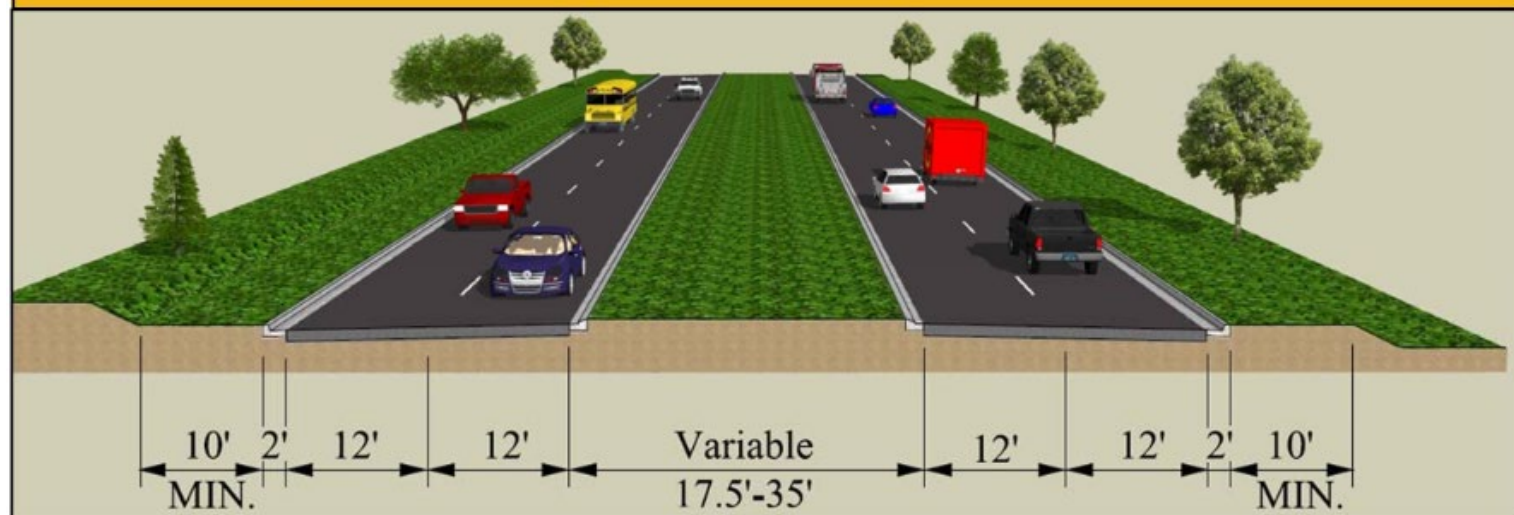
N.C. 73 Improvements From N.C. 16 to Northcross Drive (S.R. 2316)



STIP Project R-5721

- Widen N.C. 73 (Sam Furr Road) to multi-lanes from N.C. 16 to West Catawba Avenue
- Right of Way acquisition is currently underway
- Construction to begin in 2026-2027

Proposed Typical Section from N.C. 16 Business to West Catawba Avenue*





PROJECT UPDATE MEETING MAP

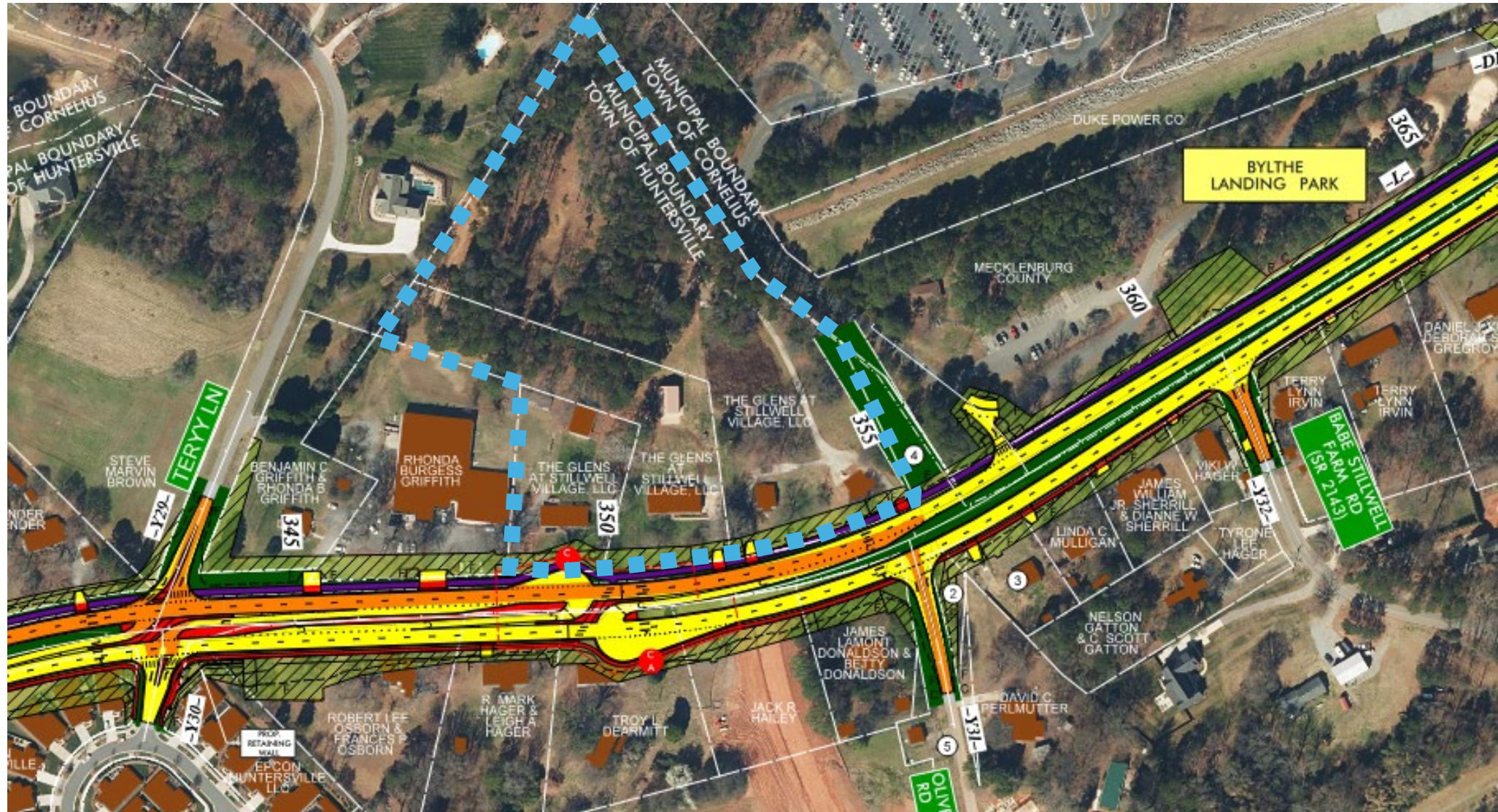
TIP PROJECT NO. R-5721B

MECKLENBURG COUNTY

IMPROVEMENTS TO N.C. 73 FROM BEATTIES FORD ROAD
TO SR 5544 (WEST CATAWBA AVENUE)

November, 2023

(MAP 1 OF 2)





Traffic Impact Analysis (TIA) Application for Determination of TIA Need

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (150) or more peak hour vehicle trips or 1,500 or more daily trips.

In order to determine whether a TIA will be required for your proposed development, please fill out the form below and submit to the Planning Department. A "Determination of TIA Need" will be made within 10 working days.

Applicant: Red Cedar Capital

Project Name: Blythe Landing

Project Address: 15533 NC Hwy 73, Huntersville, NC 28078

Project Description (including square footage for each proposed land use):
Proposed rezoning from GR to NR for the development of 17 single family detached units. Project is a
compilation of 3 total parcels for a combined 8.77 acres.

Applicant

Printed Name Red Cedar Capital Phone 704-807-1418

☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature *Ryan Cox* dotloop verified
10/31/24 11:52 AM EDT
JTCQ-XKGF-4W7M-HUZ5

Title Vice President - Acquisitions Email ryan@redcedarco.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 10/31/24

Daily Trips Anticipated 198

Peak Hour Trips Anticipated AM 15 PM 19

TIA Required (Yes/No) No

Date of Determination: 10/31/24

Comments: Determination based on 17 single-family detached housing units.



General Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at <https://www.huntersville.org/528/Permits-Process>

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☒ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☐ Revision to
Original Project # _____
- ☐ Other _____

SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance

- ☒ Sketch Plan
- ☐ Preliminary Plan
- ☐ Final Plat (Includes Minor Subdivision)
- ☐ Exempt Subdivision
- ☐ Final Plat Revision
- ☐ Farmhouse Cluster

2. Project Data

Date of Application 10/31/2024

Name of Project Blythe Landing Phase # (if subdivision) N/A

Project Address 15501, 15513, 15533 NC Hwy 73, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 00182115, 00182116 & 00182117

Current Zoning District GR Proposed District (for rezoning only) NR

Property Size (acres) 8.77 Street Frontage (feet) 670

Current Land Use single family residential

Proposed Land Use(s) single family residential

Is the project within Huntersville's corporate limits?
Yes ☒ No ☐ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

This project proposes to rezone the referenced parcels from GR to NR and develop for 17 single family detached units.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at <https://www.huntersville.org/528/Permits-Process>.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Red Cedar Capital Phone 704-807-1418
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners ~~except through sworn testimony at the public hearing.~~ (Applicable for Special Use Permits and Subdivisions)
 Signature  dotloop verified
10/31/24 12:06 PM EDT
Y1M5-QYSA-G3OR-IHDF
 Title Vice President - Acquisitions Email ryan@redcedarco.com
 Address of Applicant 4705 Entrance Drive, Suite D, Charlotte, NC 28273

7. Property Owner (if different than applicant)

*Printed Name Cottage Properties of Lake Norman, LLC Phone N/A
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners ~~except through sworn testimony at the public hearing.~~ (Applicable for Special Use Permits and Subdivisions)
 Signature  dotloop verified
10/31/24 5:48 PM EDT
ZFTN-T8YL-DLR0-YHT5
 Title Jay Young Email ybuilder@bellsouth.net
 Address of Property Owner 16100 Terry Lane, Huntersville, NC 28078
 * Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application **MUST** be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an **INVALID APPLICATION**. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

8. Development/Design Firm Contact Information

Red Cedar Capital	Ryan Cox	704-807-1418	ryan@redcedarco.com
Development Firm	Name of Contact	Phone	Email
K2 Engineering NC	Patrick Murphy	704-280-5669	pmurphy@k2engineeringnc.com
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville Planning Department	Phone:	704-875-7000
PO Box 664	Fax:	704-992-5528
Huntersville, NC 28070	Physical Address:	105 Gilead Road, Third Floor
	Website:	https://www.huntersville.org/228/Planning-Department



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Ordinance for Petition #ANNEX 24-03

EXPLAIN REQUEST:

Consider an ordinance adopting Petition #ANNEX 24-03, a request by Paul and Ruth Walters Family, LLC, to annex 15.677 contiguous acres into the Town of Huntersville.

ACTION RECOMMENDED:

Consider decision

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

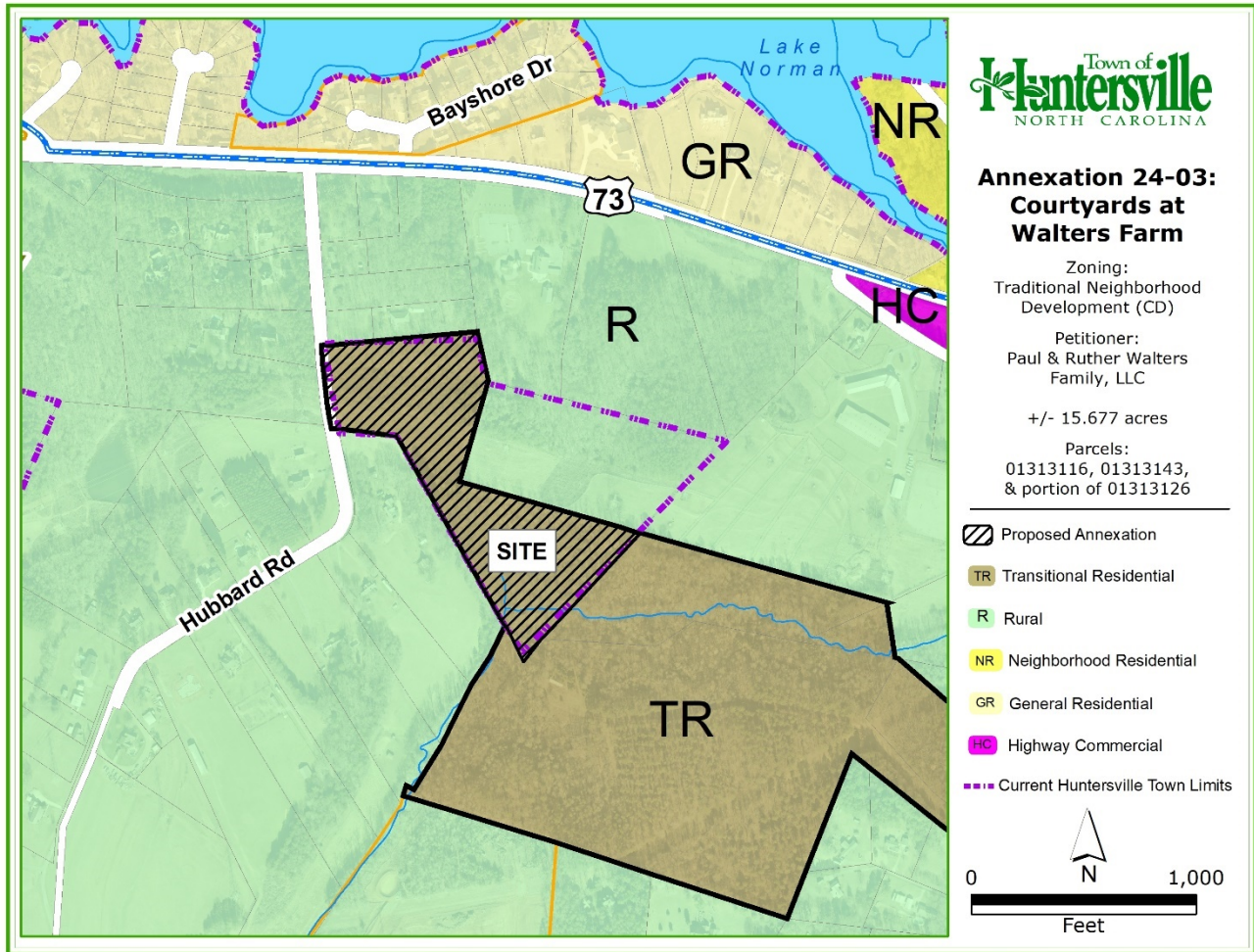
1. Annex 24-03 Courtyards at Walters Farm Staff Report
2. A - Annexation Petition_Epcon CY at Walters Farm
3. B - Annexation Plat
4. C - Certificate of Sufficiency Signed
5. D - Annex 24-03 North Creek Village Annex Ordinance
6. E - Annex 24-03 Legal Ad
7. F 57770-ANNEXATION AREA

Annexation Petition # 24-03 (Contiguous) Courtyards at Walters Farm

EXPLANATION OF THE REQUEST

Petition Annex #24-03 is for contiguous annexation into the Town of Huntersville of 15.677-acres consisting of two complete parcels and a portion of another located off Hubbard Road. Parcel IDs 01313116, 01313143, and a portion of 01313126.

LOCATION



BACKGROUND

The petitioner, Paul and Ruth Walters Family, LLC has filed a petition to consider voluntary, contiguous annexation pursuant to North Carolina General Statutes Section 160A-58.1 et seq.

All statutory requirements for annexation have been met:

- The Petition Requesting Annexation was received in September of 2024 (see Attachment).
- The Town Clerk certified the sufficiency of the Petition on October 7, 2024 (see Attachment).
- Notice of the public hearing has been placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on January 24th and 26th (see Attachment).

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Town Board approve the petition with Mayor’s signature on the associated ordinance. If the final action of this annexation takes place on February 4, 2025, the voluntary, contiguous annexation would also become effective on February 4, 2025.

ATTACHMENTS

- A - Contiguous Annexation Petition
- B - Annexation Plat
- C - Certificate of Sufficiency
- D - Non-Contiguous Annexation Ordinance
- E - Public Hearing Ad
- F – Metes & Bounds Description



Annexation **P**etition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. Parcels proposed to be Annexed:

01313116, 01313143, 01313126

3. The area to be annexed is **contiguous** (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

- (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and
- (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) **does not** [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

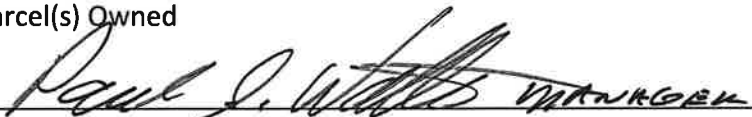
Petitioner & Owner Signature

Petitioner

Petitioner: Paul & Ruth Walters Family, LLC

01313116, 01313143, 01313126

Parcel(s) Owned

 MANAGER 5-21-24
Signature of Petitioner Date

Signature of All Owners of Property Proposed for Annexation

1. Property Owner(s): Paul & Ruth Walters Family, LLC

01313116, 01313143, 01313126

Parcel(s) Owned

 MANAGER 5-21-24
Signature of Property Owner(s) Date

2. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s) Date

3. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s) Date

4. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s) Date



CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Huntersville primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a contiguous area pursuant to NCGS §160A-31.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 7th day of October 2024.




Janet Pierson, Town Clerk

AN ORDINANCE TO ANNEX CERTAIN NON-CONTIGUOUS AREAS
TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

ANNEXATION ORDINANCE 2024-03
(Courtyards at Walters Farm)

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:00 p.m. on the 4th day of February 2025, after due notice by publication in The Charlotte Observer on January 24th and 26th, 2025; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-58.1; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina;

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 4th day of February 2025:

See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 2. Upon the effective date, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-31(e).

Section 3. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 4th day of February 2025.

Mayor:

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION
(Courtyards at Walters Farm)

The property subject to the Petition consists of +/- 15.677 -acres, Meck Co. PIDs 01313116, 01313143, and a portion of 01313126, and described as follows. Documents are on file in the Huntersville Planning Dept.

LEGAL DESCRIPTION (ANNEX 24-03)

Being Mecklenburg County Parcels 013-131-43, 013-131-16 and a portion of 013-131-26, property of Paul & Ruth Walter Family LLC as recorded as tracts 2 and 5 of Deed Book 19823 Page 566
Beginning at a found bent iron pipe on the western side of Hubbard Road and being on the eastern line of the Douglass M Lawrimore and Shelly A Mabe property as recorded in Deed Book 10593 Page 762 of the Mecklenburg County public registry, thence with said property and the Elizabeth Ann Williamson property as recorded in Deed Book 32892 Page 667 of the Mecklenburg County public registry N 04° 41' 47" W for a distance of 378.03 feet to a nail in pavement at the southwestern corner of the Dennis Brewer and Cindee Brewer property as recorded in Deed Book 20994 Page 914 of the Mecklenburg County public registry, thence with said property and another parcel of the same owner as recorded in Deed Book 15581 Page 897 of the Mecklenburg County public registry, N 85° 18' 07" E passing through found iron rods at 30.03 feet and 229.94 feet, for a total distance of 693.04 feet to a found iron rod on the western line of the Grassroots Land LLC property as recorded in Deed Book 34756 Page 922 of the Mecklenburg County public registry, thence with said property S 06° 46' 07" E for a distance of 246.32 feet to a found iron rod at the northwestern corner of the Magnolia Equestrian Center, LLC property as recorded in Deed Book 31254 Page 619 of the Mecklenburg County public Registry, thence with said property two (2) courses; 1.) S 14° 44' 51" W for a distance of 465.96 feet to point, 2.) S 75° 15' 11" E for a distance of 847.26 feet to a point at the northwestern corner of the Paul & Ruth Walter Family LLC property as recorded as tract 1 of Deed Book 19823 Page 566 of the Mecklenburg County public registry, thence with said property S 42° 56' 55" W for a distance of 650.33 feet to a point being a northern corner of the Paul & Ruth Walter Family LLC property as recorded as tracts 4 of Deed Book 19823 Page 566, thence with said property two (2) courses; 1.) S 41° 52' 12" W for a distance of 103.42 feet to a point, 2.) N 28° 09' 12" W for a distance of 160.62 feet to a found iron pipe at the eastern corner of the Kenneth D McDonald property as recorded in Deed Book 5899 Page 77 of the Mecklenburg County public registry, thence with said property three (3) courses; 1.) N 31° 50' 47" W for a distance of 188.92 feet to a set iron rod, 2.) N 30° 13' 31" W for a distance of 800.99 feet to a found iron rod, 3.) N 83° 05' 28" W passing an iron located 0.44' south of the line at 261.04 feet for a total distance of 300.90 feet to the POINT OF BEGINNING, containing 682,886 square feet or 15.677 acres of land, more or less.

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION
(Courtyards at Walters Farm)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on February 4th, 2025, on the question of annexing the following described territory, requested by petition filed pursuant to N.C.G.S. 160A-58.1, to annex to the Town of Huntersville certain contiguous property. The Hearing will be held in person at the Huntersville Town Hall at 101 Huntersville-Concord Rd, Huntersville, NC 28078. You may also watch the Hearing via <https://www.youtube.com/@townofhuntersvillenc28078>. The property subject to the Petition consists of +/- 15.677-acres, (Meck Co. PINs are 01313116, 01313143, and a portion of 01313126) and described as follows documents are on file in the Huntersville Planning Dept.

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ANNEXATION AREA

Being Mecklenburg County Parcels 013-131-43, 013-131-16 and a portion of 013-131-26, property of Paul & Ruth Walter Family LLC as recorded as tracts 2 and 5 of Deed Book 19823 Page 566

Beginning at a found bent iron pipe on the western side of Hubbard Road and being on the eastern line of the Douglass M Lawrimore and Shelly A Mabe property as recorded in Deed Book 10593 Page 762 of the Mecklenburg County public registry, thence with said property and the Elizabeth Ann Williamson property as recorded in Deed Book 32892 Page 667 of the Mecklenburg County public registry N 04° 41' 47" W for a distance of 378.03 feet to a nail in pavement at the southwestern corner of the Dennis Brewer and Cindee Brewer property as recorded in Deed Book 20994 Page 914 of the Mecklenburg County public registry, thence with said property and another parcel of the same owner as recorded in Deed Book 15581 Page 897 of the Mecklenburg County public registry, N 85° 18' 07" E passing through found iron rods at 30.03 feet and 229.94 feet, for a total distance of 693.04 feet to a found iron rod on the western line of the Grassroots Land LLC property as recorded in Deed Book 34756 Page 922 of the Mecklenburg County public registry, thence with said property S 06° 46' 07" E for a distance of 246.32 feet to a found iron rod at the northwestern corner of the Magnolia Equestrian Center, LLC property as recorded in Deed Book 31254 Page 619 of the Mecklenburg County public Registry, thence with said property two (2) courses; 1.) S 14° 44' 51" W for a distance of 465.96 feet to point, 2.) S 75° 15' 11" E for a distance of 847.26 feet to a point at the northwestern corner of the Paul & Ruth Walter Family LLC property as recorded as tract 1 of Deed Book 19823 Page 566 of the Mecklenburg County public registry, thence with said property S 42° 56' 55" W for a distance of 650.33 feet to a point being a northern corner of the Paul & Ruth Walter Family LLC property as recorded as tracts 4 of Deed Book 19823 Page 566, thence with said property two (2) courses; 1.) S 41° 52' 12" W for a distance of 103.42 feet to a point, 2.) N 28° 09' 12" W for a distance of 160.62 feet to a found iron pipe at the eastern corner of the Kenneth D McDonald property as recorded in Deed Book 5899 Page 77 of the Mecklenburg County public registry, thence with said property three (3) courses; 1.) N 31° 50' 47" W for a distance of 188.92 feet to a set iron rod, 2.) N 30° 13' 31" W for a distance of 800.99 feet to a found iron rod, 3.) N 83° 05' 28" W passing an iron located 0.44' south of the line at 261.04 feet for a total distance of 300.90 feet to the POINT OF BEGINNING, containing 682,886 square feet or 15.677 acres of land, more or less.



Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Ordinance for Petition #ANNEX 24-03

EXPLAIN REQUEST:

Consider adopting an ordinance approving Petition #ANNEX 24-03, a request by Paul and Ruth Walters Family, LLC, to annex 15.677 contiguous acres into the Town of Huntersville.

ACTION RECOMMENDED:

Consider decision

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Ordinance Exhibit_Legal Description
2. Annex 24-03 Courtyards at Walters Farm Staff Report
3. A - Annexation Petition_Epcon CY at Walters Farm
4. B - Annexation Plat
5. C - Certificate of Sufficiency Signed
6. D - Annex 24-03 Legal Ad



AN ORDINANCE TO ANNEX CERTAIN NON-CONTIGUOUS AREAS TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

Ordinance No. O-2025-3

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:00 p.m. on the 4th day of February 2025, after due notice by publication in The Charlotte Observer on January 24th and 26th, 2025; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-58.1; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation.

NOW THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 4th day of February 2025: See Exhibit A attached hereto for a metes and bounds description of the subject tract.

Section 2. Upon the effective date, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-31(e). **Section 3.** The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 4th day of February, 2025

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

ANNEXATION AREA

Being Mecklenburg County Parcels 013-131-43, 013-131-16 and a portion of 013-131-26, property of Paul & Ruth Walter Family LLC as recorded as tracts 2 and 5 of Deed Book 19823 Page 566

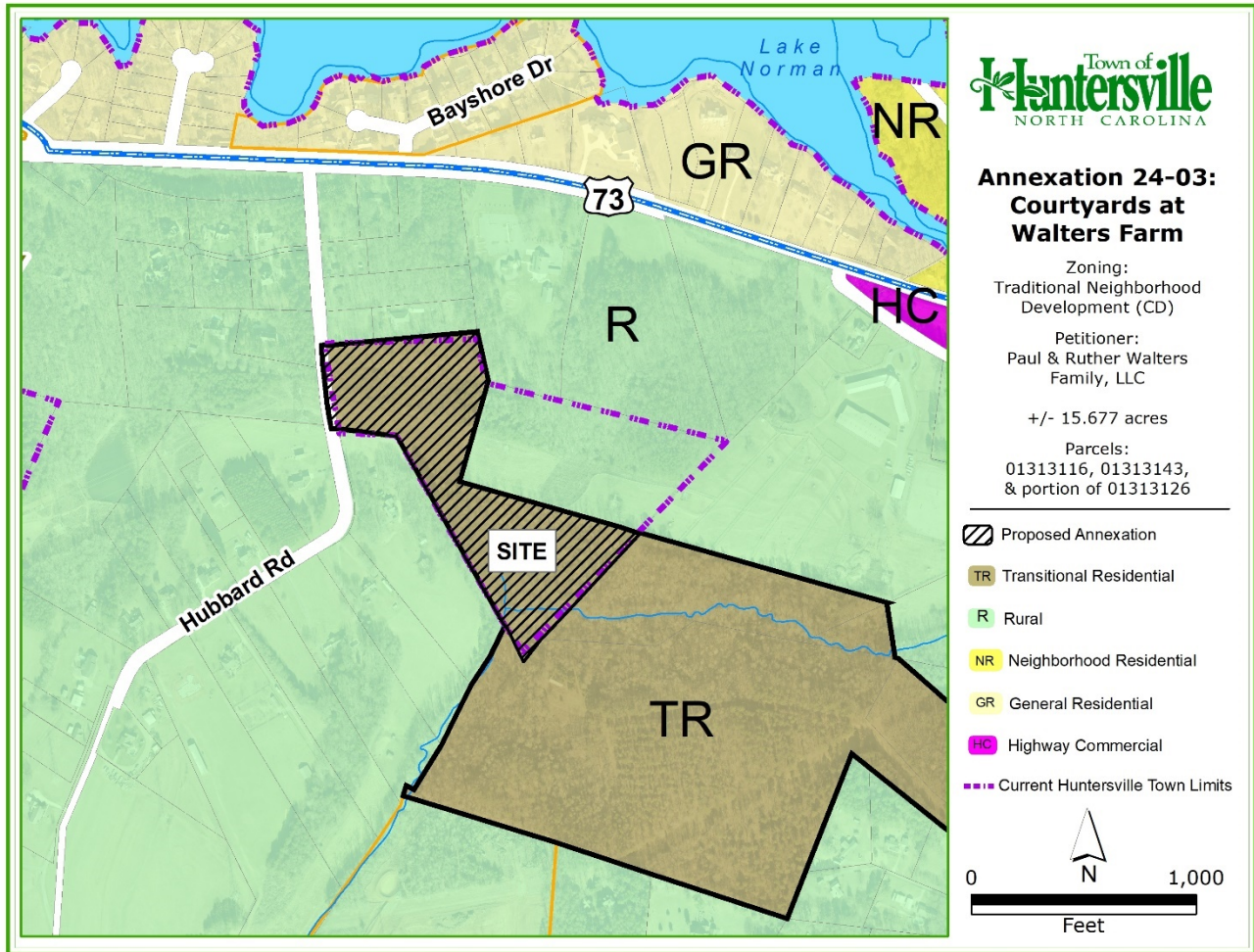
Beginning at a found bent iron pipe on the western side of Hubbard Road and being on the eastern line of the Douglass M Lawrimore and Shelly A Mabe property as recorded in Deed Book 10593 Page 762 of the Mecklenburg County public registry, thence with said property and the Elizabeth Ann Williamson property as recorded in Deed Book 32892 Page 667 of the Mecklenburg County public registry N 04° 41' 47" W for a distance of 378.03 feet to a nail in pavement at the southwestern corner of the Dennis Brewer and Cindee Brewer property as recorded in Deed Book 20994 Page 914 of the Mecklenburg County public registry, thence with said property and another parcel of the same owner as recorded in Deed Book 15581 Page 897 of the Mecklenburg County public registry, N 85° 18' 07" E passing through found iron rods at 30.03 feet and 229.94 feet, for a total distance of 693.04 feet to a found iron rod on the western line of the Grassroots Land LLC property as recorded in Deed Book 34756 Page 922 of the Mecklenburg County public registry, thence with said property S 06° 46' 07" E for a distance of 246.32 feet to a found iron rod at the northwestern corner of the Magnolia Equestrian Center, LLC property as recorded in Deed Book 31254 Page 619 of the Mecklenburg County public Registry, thence with said property two (2) courses; 1.) S 14° 44' 51" W for a distance of 465.96 feet to point, 2.) S 75° 15' 11" E for a distance of 847.26 feet to a point at the northwestern corner of the Paul & Ruth Walter Family LLC property as recorded as tract 1 of Deed Book 19823 Page 566 of the Mecklenburg County public registry, thence with said property S 42° 56' 55" W for a distance of 650.33 feet to a point being a northern corner of the Paul & Ruth Walter Family LLC property as recorded as tracts 4 of Deed Book 19823 Page 566, thence with said property two (2) courses; 1.) S 41° 52' 12" W for a distance of 103.42 feet to a point, 2.) N 28° 09' 12" W for a distance of 160.62 feet to a found iron pipe at the eastern corner of the Kenneth D McDonald property as recorded in Deed Book 5899 Page 77 of the Mecklenburg County public registry, thence with said property three (3) courses; 1.) N 31° 50' 47" W for a distance of 188.92 feet to a set iron rod, 2.) N 30° 13' 31" W for a distance of 800.99 feet to a found iron rod, 3.) N 83° 05' 28" W passing an iron located 0.44' south of the line at 261.04 feet for a total distance of 300.90 feet to the POINT OF BEGINNING, containing 682,886 square feet or 15.677 acres of land, more or less.

Annexation Petition # 24-03 (Contiguous) Courtyards at Walters Farm

EXPLANATION OF THE REQUEST

Petition Annex #24-03 is for contiguous annexation into the Town of Huntersville of 15.677-acres consisting of two complete parcels and a portion of another located off Hubbard Road. Parcel IDs 01313116, 01313143, and a portion of 01313126.

LOCATION



BACKGROUND

The petitioner, Paul and Ruth Walters Family, LLC has filed a petition to consider voluntary, contiguous annexation pursuant to North Carolina General Statutes Section 160A-58.1 et seq.

All statutory requirements for annexation have been met:

- The Petition Requesting Annexation was received in September of 2024 (see Attachment).
- The Town Clerk certified the sufficiency of the Petition on October 7, 2024 (see Attachment).
- Notice of the public hearing has been placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on January 24th and 26th (see Attachment).

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Town Board approve the petition with Mayor’s signature on the associated ordinance. If the final action of this annexation takes place on February 4, 2025, the voluntary, contiguous annexation would also become effective on February 4, 2025.

ATTACHMENTS

- A - Contiguous Annexation Petition
- B - Annexation Plat
- C - Certificate of Sufficiency
- D - Non-Contiguous Annexation Ordinance
- E - Public Hearing Ad
- F – Metes & Bounds Description



Annexation **P**etition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. Parcels proposed to be Annexed:

01313116, 01313143, 01313126

3. The area to be annexed is contiguous (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

- (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and
- (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) does not [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

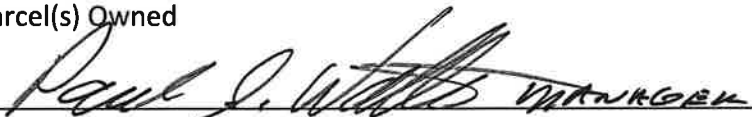
Petitioner & Owner Signature

Petitioner

Petitioner: Paul & Ruth Walters Family, LLC

01313116, 01313143, 01313126

Parcel(s) Owned

 MANAGER 5-21-24
Signature of Petitioner Date

Signature of All Owners of Property Proposed for Annexation

1. Property Owner(s): Paul & Ruth Walters Family, LLC

01313116, 01313143, 01313126

Parcel(s) Owned

 MANAGER 5-21-24
Signature of Property Owner(s) Date

2. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s) Date

3. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s) Date

4. Property Owner(s): _____

Parcel(s) Owned

Signature of Property Owner(s) Date

Y:\907\57770-BeattiesFord\DWG\57770-907V-XPANNX.dwg | Plotted on 9/20/2024 1:20 PM | by Mike Miller

NOTES:

- 1) SURVEY PREPARED WITH THE USE OF CHICAGO TITLE INSURANCE COMPANY COMMITMENT 23-02244CH, DATED NOVEMBER 18, 2022 (PARCELS 2-5) AND FEBRUARY 22, 2023 (PARCEL 1).
- 2) AREAS COMPUTED BY COORDINATE METHOD.
- 3) PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- 4) ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- 5) RIGHTS-OF-WAY INFORMATION IS BASED ON DEEDS AND MAPS OF RECORD.
- 6) BASIS OF BEARING SHOWN HEREON IS NC GRID NAD83 (2011).
- 7) BOUNDARY INFORMATION IS BASED IN PART, ON DEEDS AND MAPS OF RECORD, AND BY AN ACTUAL FIELD SURVEY BY THIS FIRM.
- 8) NO NGS MONUMENT LOCATED WITHIN 2000' OF THE SUBJECT PROPERTY.
- 9) THIS SITE LIES IN ZONE X, AREA OF MINIMAL FLOODING ACCORDING TO FLOOD INSURANCE RATE MAP 3710402100K, EFFECTIVE DATE 09-02-2015.
- 10) STREAM WATERSHED DISTRICT - UPPER MTN ISLAND
- 11) THE PURPOSE OF THIS PLAT IS TO CONTIGUOUSLY ANNEX PARCELS 013-131-43, 013-131-16 AND A PORTION OF 031-131-26 (15.677 ACRES) INTO THE TOWN LIMITS OF HUNTERSVILLE AS SHOWN ON SURVEY.
- 12) ACREAGE OF THIS PLAT IS 15.677 ACRES

THE FOLLOWING INFORMATION WAS USED TO PERFORM GPS SURVEY:

(1) CLASS OF SURVEY: "CLASS A"

(2) POSITIONAL ACCURACY: 0.04'

(3) TYPE OF GPS FIELD PROCEDURE: NCVRS

(4) DATE OF SURVEY: 04-14-2023

(5) DATUM/EPOCH: NAD83 (2011) - EPOCH 2010.00

(6) PUBLISHED/FIXED-CONTROL USE: NCVRS

(7) GEOID MODEL: 2012CS (CONUS)

(8) COMBINED GRID FACTOR(S): 0.99984355

(9) UNITS: US SURVEY FEET

REFERENCES

DB 19823 PG 566

MB 38 PG 249

DB 4552 PG 253

ANNEXATION AREA

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OWNER CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

DATE _____ OWNER(S) _____

I CERTIFY THAT THIS PLAT IS AN ANNEXATION PLAT AND IS THEREFORE EXEMPT FROM THE REQUIREMENTS OF N.C.G.S. 47-30 PURSUANT TO N.C.G.S. 47-30J.

PROFESSIONAL LAND SURVEYOR _____

THIS PLAT REPRESENTS ONE AREA BEING ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCGS 160A-31, BY ORDINANCE DULY ADOPTED (ANNEXATION ORDINANCE _____) AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE MECKLENBURG PLANNING COMMISSION.

THIS _____ DAY OF _____, 2024.

MAYOR
TOWN OF HUNTERSVILLE

ATTEST

SURVEYOR CERTIFICATION

I, MICHAEL S. MILLER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____, PAGE _____, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE _____ (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000±; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS _____ DAY OF _____, A.D., _____

PROFESSIONAL LAND SURVEYOR _____

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

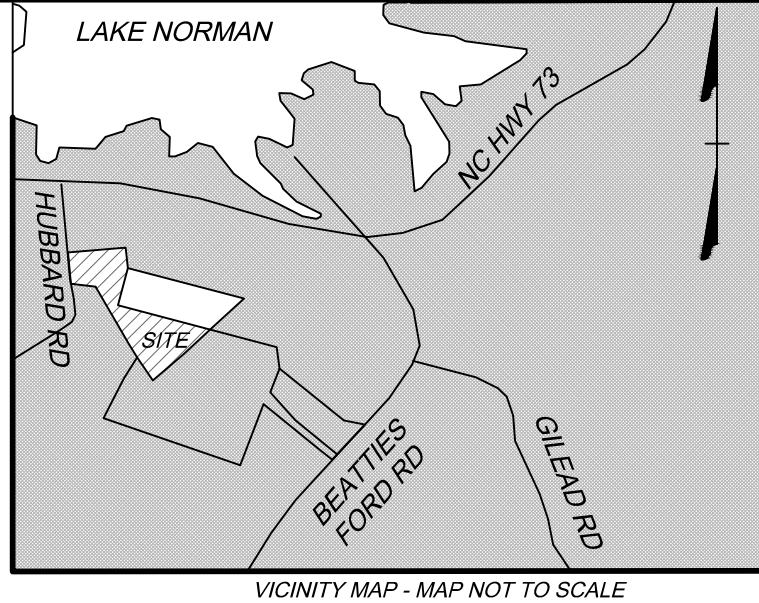
I, _____, REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____

DATE _____

LEGEND

- ⊙ IFF - IRON PIPE FOUND
- IRF - IRON ROD FOUND
- IRS - IRON ROD SET
- △ CP - COMPUTED EASEMENT POINT
- CMF - CONCRETE MONUMENT
- MNF - MAG NAIL FOUND
- ⊙ CP - COMPUTED POINT
- DEED LINE
- LINE NOT SURVEYED
- - - RIGHT OF WAY
- - - EXISTING TOWN LIMIT
- - - PROPOSED TOWN LIMIT



VICINITY MAP - MAP NOT TO SCALE

THIS DRAWING PREPARED AT THE
CHARLOTTE OFFICE

610 E. MOREHEAD STREET, Suite 250 | CHARLOTTE, NC 28203
TEL 704.376.1073 FAX 704.376.1076 www.timmons.com
NORTH CAROLINA LICENSE NUMBER C 1524

YOUR VISION ACHIEVED THROUGH OURS.

Technology

Infrastructure

Site Development

Residential

TIMMONS GROUP

CONTIGUOUS ANNEXATION PLAT
PIDs 013-131-43, 013-131-16 AND
A PORTION OF 013-131-26
COURTYARDS AT WALTERS FARM
TOWN OF HUNTERSVILLE
SURVEYED FOR EPON COMMUNITIES

HUNTERSVILLE	MECKLENBURG COUNTY, N.C.
Date: 09/20/2024	Scale: 1"= 80'
Sheet 1 of 1	J.N.: 57770
Drawn by: D.W.	Checked by: M.M.
Revised:	

SCALE 1" = 80'

0 80' 160'



CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Huntersville primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a contiguous area pursuant to NCGS §160A-31.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 7th day of October 2024.





Janet Pierson, Town Clerk

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION
(Courtyards at Walters Farm)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on February 4th, 2025, on the question of annexing the following described territory, requested by petition filed pursuant to N.C.G.S. 160A-58.1, to annex to the Town of Huntersville certain contiguous property. The Hearing will be held in person at the Huntersville Town Hall at 101 Huntersville-Concord Rd, Huntersville, NC 28078. You may also watch the Hearing via <https://www.youtube.com/@townofhuntersvillenc28078>. The property subject to the Petition consists of +/- 15.677-acres, (Meck Co. PINs are 01313116, 01313143, and a portion of 01313126) and described as follows documents are on file in the Huntersville Planning Dept.

LEGAL DESCRIPTION (ANNEX 24-03)

Being Mecklenburg County Parcels 013-131-43, 013-131-16 and a portion of 013-131-26, property of Paul & Ruth Walter Family LLC as recorded as tracts 2 and 5 of Deed Book 19823 Page 566:

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Request for Board Action

February 4, 2025

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Purchase Agreement for 1.68 Acres of Surplus Property

EXPLAIN REQUEST:

On January 21, 2025, the Town Board authorized the advertisement for upset bids for the sale of approximately 1.68 acres of surplus property. The town did not receive any upset bids for the property.

ACTION RECOMMENDED:

Approve purchase agreement.

FINANCIAL IMPLICATIONS:

If approved, the Town will receive \$340,000 in revenue for the sale of the property.

ATTACHMENTS:

1. Purchase Agreement for Three Town-Owned Parcels final

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Brian Hines and Jay Henson ("Buyer"), and the **Town of Huntersville, North Carolina**, a North Carolina municipality ("Seller"). A fifty percent (50%) ownership interest shall be conveyed to each Buyer.

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

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

(a) **"Property": Approximately 1.68 acres**, consisting of all of the following tax parcels: PIDs **01903310, 01903306, and 01903315**; as generally shown on **Exhibit A**, attached hereto and incorporated herewith by reference, together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$340,000.00 (b) **"Purchase Price"** shall mean the sum of **Three Hundred Forty Thousand Dollars**,
payable on the following terms:

\$17,000.00 (i) **"Earnest Money"** shall mean **Seventeen Thousand Dollars**

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with **The Huntersville Town Clerk** (Janet Pierson- "Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

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

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

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

\$ N/A (ii) **Proceeds of a new loan** in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____% per annum with mortgage loan discount points not to exceed _____% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note**

and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

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

\$323,000.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of **Three Hundred Twenty-three Thousand Dollars**.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before **30 days after the end of Examination Period as defined herein**.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller and after approval by the Huntersville Board of Commissioners.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the date that is **90 days after the Contract Date. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(g) **"Broker(s)"** shall mean:
None (N/A) ("Listing Agency"),
____ ("Listing Agent" – License # _____)

Acting as: ☐ Seller's Agent; ☐ Dual Agent

And ("Selling Agency"),

N/A ("Selling Agent" - License # _____)

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent

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

Anthony Roberts, Town Manager Town of Huntersville
P.O. Box 664
Huntersville, NC 28078

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

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

Brian Hines
121 Gilead Road
Huntersville, NC 28078

e-mail address: Brian@HinesRE.com fax number: _____

except as same may be changed pursuant to Section 12.

[X] (j) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (**Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.**)

- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

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

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: [none].

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: [none].

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** [intentionally deleted]

(b) **Qualification for Assumption:** [intentionally deleted]

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval

of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

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

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

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

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

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

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

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

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

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

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

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event that Seller accepts a third-party offer to purchase the Property, resulting from the "Negotiated Offer, Advertisement and Upset Bid" Process contemplated by N.C.G.S. 160A-269, then the Earnest Money shall be immediately refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

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

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

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

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to

the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

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

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

Section 15. Adverse Information and Compliance with Laws

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

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

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

(c)**Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

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

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

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

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

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

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

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

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

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

Date: _____

Date: _____

Buyer: Brian Hines

Seller: **Town of Huntersville** [SEAL]

By: _____

By: _____
Town Manager

Buyer: Jay Henson

By: _____

WIRE FRAUD WARNING

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

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

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

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

(Name of Escrow Agent)

Date: _____ By: _____

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

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

Exhibit A

General Description of Property

Tract 1

BEING all of Lot No. 1 of the Lands of Town of Huntersville DB 30620/PG 491 and DB 30620/PG 488 shown on a plat thereof prepared by Dunbar Geomatics, recorded Plat Book 74 at Page 993, Mecklenburg County Registry, which said plat is made a part hereof and is referred to for a description of said lands as further described below.

A PORTION OF THE LANDS OF TOWN OF HUNTERSVILLE, AS DESCRIBED IN DEED BOOK 30620, PAGE 491, AS RECORDED IN THE PUBLIC REGISTRY OF MECKLENBURG COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "LEAD", HAVING NC GRID COORDINATES OF N 609121.472 US FEET AND E 1446787.579 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999843940;

THENCE N 74°14'56" E A GROUND DISTANCE OF 4965.19 FEET TO A FOUND # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF TONY ERIC BRANNON & RHONDA KIM HERRON BRANNON, AS DESCRIBED IN DEED BOOK 4531, PAGE 810 OF SAID PUBLIC REGISTRY, SAID REBAR ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE N 84°38'01" W ALONG SAID COMMON LINE A DISTANCE OF 59.06 FEET TO A POINT IN THE CENTERLINE OF THE NORFOLK AND SOUTHERN RAILWAY, A REPUTED 100' WIDE RIGHT OF WAY, COMMON CORNER WITH SAID BRANNON LANDS;

THENCE ALONG THE CENTERLINE OF SAID RAILROAD WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 3713.94 FEET, AN ARC LENGTH OF 111.12 FEET AND BEING SUBTENDED BY A CHORD BEARING N 08°46'24" E 111.12 FEET TO A POINT;

THENCE CONTINUE ALONG SAID CENTERLINE N 09°46'36" E A DISTANCE OF 27.54 FEET TO A POINT IN THE CENTERLINE OF SECOND STREET, AN EXISTING PUBLIC RIGHT OF WAY;

THENCE S 86°08'03" E ALONG THE CENTERLINE OF SAID SECOND STREET, PASSING THROUGH A SET MAG NAIL AT DISTANCE OF 60.00 FEET FOR A TOTAL DISTANCE OF 173.12 FEET TO A SET MAG NAIL;

THENCE LEAVING SAID CENTERLINE S 09°01'29" W ON A NEW LINE A DISTANCE OF 143.20 FEET TO A SET # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF SAID BRANNON;

THENCE N 84°38'01" W ALONG THE COMMON LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS, A DISTANCE OF 113.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED CONTAINING 24,348 SQUARE FEET OR 0.559 ACRES OF LAND;

ALL AS SHOWN ON A RECOMBINATION PLAT OF THE LANDS OF THE TOWN OF HUNTERSVILLE, DB 30620 /PG 491 AND DB 30620 /PG 488, HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS GROUP, PLLC, DATED 01/02/2025.

Tract 2

BEING all of Lot No. 2 of the Lands of Town of Huntersville DB 30620/PG 491 and DB 30620/PG 488 shown on a plat thereof prepared by Dunbar Geomatics, recorded Plat Book 74 at Page 993, Mecklenburg County Registry, which said plat is made a part hereof and is referred to for a description of said lands as further described below.

A PORTION OF THE LANDS OF TOWN OF HUNTERSVILLE, AS DESCRIBED IN DEED BOOK 30620, PAGE 491, AND DEED BOOK 30620, PAGE 488, ALL AS RECORDED IN THE PUBLIC REGISTRY OF MECKLENBURG COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "LEAD", HAVING NC GRID COORDINATES OF N 609121.472 US FEET AND E 1446787.579 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999843940;

THENCE N 74°14'56" E A GROUND DISTANCE OF 4965.19 FEET TO A FOUND # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF TONY ERIC BRANNON & RHONDA KIM HERRON BRANNON, AS DESCRIBED IN DEED BOOK 4531, PAGE 810 OF SAID PUBLIC REGISTRY;

THENCE S 84°38'01" E ALONG SAID COMMON LINE A DISTANCE OF 113.59 FEET TO SET # 5 REBAR, SAID REBAR BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE N 09°01'29" E ON A NEW LINE A DISTANCE OF 143.20 FEET TO A SET MAG NAIL IN THE CENTERLINE OF SECOND STREET, AN EXISTING PUBLIC RIGHT OF WAY;

THENCE S 86°08'03" E ALONG THE CENTERLINE OF SAID SECOND STREET, A DISTANCE OF 148.50 FEET TO A POINT;

THENCE LEAVING SAID CENTERLINE S 04°15'37" W A DISTANCE OF 12.89 FEET TO A SET # 5 REBAR ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID SECOND STREET (FORMERLY EAST 6TH STREET), A 28' WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE PLAT OF H. J. WALKER PROPERTY AS RECORDED IN MAP BOOK 230, PAGE 19 OF SAID PUBLIC REGISTRY, ALSO BEING THE NORTHWESTERLY CORNER OF LOT 9, BLOCK 3 OF SAID WALKER PLAT;

THENCE S 85°52'32" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, AND THE NORTHERLY LINE OF SAID LOT 9 A DISTANCE OF 179.74 FEET TO A SET # 5 REBAR AT THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY RIGHT OF WAY LINE OF WALTERS STREET (FORMERLY WALKER STREET), A 36 FOOT WIDE RIGHT OF WAY AS SHOWN ON SAID WALKER PLAT, SAID INTERSECTION BEING THE NORTHEASTERLY CORNER OF SAID LOT 9;

THENCE S 03°23'53" E ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY LINE OF LOTS 7, 8 AND 9, BLOCK 3 OF SAID WALKER PLAT A DISTANCE OF 144.55 FEET TO A SET # 5 REBAR AT THE SOUTHEASTERLY CORNER OF SAID LOT 7, COMMON CORNER WITH THE LANDS OF THE TOWN OF HUNTERSVILLE, AS RECORDED IN DEED BOOK 30620, PAGE 491 OF SAID PUBLIC REGISTRY;

THENCE N 89°31'48" W ALONG THE SOUTHERLY LINE OF SAID LOT 7, COMMON LINE WITH SAID TOWN OF HUNTERSVILLE, A DISTANCE OF 199.44 FEET TO A SET # 5 REBAR AT THE SOUTHWESTERLY CORNER OF SAID LOT 7, COMMON CORNER WITH SAID TOWN OF HUNTERSVILLE AND SAID BRANNON LANDS;

THENCE N 04°15'37" E ALONG THE WESTERLY LINE OF SAID LOT 7, COMMON LINE WITH SAID BRANNON LANDS, A DISTANCE OF 22.09 FEET TO A FOUND # 5 REBAR, COMMON CORNER WITH SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS;

THENCE N 84°38'01" W ALONG THE COMMON LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS, PASSING THROUGH FOUND # 5 REBARS AT DISTANCES OF 50.05 FEET, 100.10 FEET, 149.99 FEET, FOR A TOTAL DISTANCE OF 160.42 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 50,766 SQUARE FEET OR 1.165 ACRES OF LAND;

ALL AS SHOWN ON A RECOMBINATION PLAT OF THE LANDS OF THE TOWN OF HUNTERSVILLE, DB 30620 /PG 491 AND DB 30620 /PG 488, HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS GROUP, PLLC, DATED 01/02/2025.

Tract 3

Tax Parcel ID: 01903315

BEING ALL of Lot 6, Block 3 of the H.J. Walker property, as same is shown on map thereof recorded in Map Book 230, Page 19, Mecklenburg County Public Registry.

Exhibit B

Additional Terms

The following additional terms are made a part of the above-referenced Agreement for Purchase and Sale of Real Property ("Agreement") by specific reference thereto and, to the extent this Exhibit differs from the Agreement, this Exhibit shall control.

Any assignment of this Agreement must be approved in writing by the Seller, such approval not to be unreasonably withheld.

This conveyance is made upon the express limitation, restriction, and condition that the Buyer shall improve and convey one parcel or portion thereof (an "Improved Attainable Housing Parcel") from the Property conveyed pursuant to this Agreement to a non-profit entity for the purpose of constructing and providing for lease at least fifteen (15) attainable housing apartment units for persons earning no more than 120% of the local area median income as published by HUD for the Charlotte-Concord-Gastonia NC-SC HUD Metro FMR Area.

For purposes of this Agreement, an Improved Attainable Housing Parcel shall be defined as a site with 24 associated parking spaces constructed on or off-site and consisting of a graded building pad of at least 7,000 square feet that is suitable for construction thereon of a three (3) story apartment building in compliance with the Town of Huntersville Zoning Ordinance. All required stormwater and drainage facilities for the apartment building to be constructed on the Improved Attainable Housing Parcel shall be installed by the Buyer, on or off-site, prior to the conveyance of the parcel to a non-profit entity.

If an Improved Attainable Housing Parcel is not donated to a non-profit entity and is not so utilized by the non-profit for the above-stated purpose of providing for lease at least 15 attainable housing apartment units within a period of seven (7) years from the date of the conveyance by Seller to Buyer of the Property, title to the area as described on Exhibit C attached hereto and incorporated herein shall automatically revert to the Seller in fee simple.

The conveyance of the Improved Attainable Housing Parcel by Buyer to the non-profit entity shall contain deed restrictions limiting the use of the Improved Attainable Housing Parcel to the purposes set forth herein in perpetuity. Seller reserves the right to approve the deed restrictions included in Buyer's conveyance of the Improved Attainable Housing Parcel to the non-profit entity, with written approval not to be unreasonably withheld.

The limitations, restrictions, and conditions set forth above shall be included as a deed restriction in the documents conveying the Property to Buyer.

Exhibit C

Description of Reversionary Interest

BEING all of Lot No. 1 of the Lands of Town of Huntersville DB 30620/PG 491 and DB 30620/PG 488 shown on a plat thereof prepared by Dunbar Geomatics, recorded Plat Book 74 at Page 993, Mecklenburg County Registry, which said plat is made a part hereof and is referred to for a description of said lands as further described below.

A PORTION OF THE LANDS OF TOWN OF HUNTERSVILLE, AS DESCRIBED IN DEED BOOK 30620, PAGE 491, AS RECORDED IN THE PUBLIC REGISTRY OF MECKLENBURG COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "LEAD", HAVING NC GRID COORDINATES OF N 609121.472 US FEET AND E 1446787.579 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999843940;

THENCE N 74°14'56" E A GROUND DISTANCE OF 4965.19 FEET TO A FOUND # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF TONY ERIC BRANNON & RHONDA KIM HERRON BRANNON, AS DESCRIBED IN DEED BOOK 4531, PAGE 810 OF SAID PUBLIC REGISTRY, SAID REBAR ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE N 84°38'01" W ALONG SAID COMMON LINE A DISTANCE OF 59.06 FEET TO A POINT IN THE CENTERLINE OF THE NORFOLK AND SOUTHERN RAILWAY, A REPUTED 100' WIDE RIGHT OF WAY, COMMON CORNER WITH SAID BRANNON LANDS;

THENCE ALONG THE CENTERLINE OF SAID RAILROAD WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 3713.94 FEET, AN ARC LENGTH OF 111.12 FEET AND BEING SUBTENDED BY A CHORD BEARING N 08°46'24" E 111.12 FEET TO A POINT;

THENCE CONTINUE ALONG SAID CENTERLINE N 09°46'36" E A DISTANCE OF 27.54 FEET TO A POINT IN THE CENTERLINE OF SECOND STREET, AN EXISTING PUBLIC RIGHT OF WAY;

THENCE S 86°08'03" E ALONG THE CENTERLINE OF SAID SECOND STREET, PASSING THROUGH A SET MAG NAIL AT DISTANCE OF 60.00 FEET FOR A TOTAL DISTANCE OF 173.12 FEET TO A SET MAG NAIL;

THENCE LEAVING SAID CENTERLINE S 09°01'29" W ON A NEW LINE A DISTANCE OF 143.20 FEET TO A SET # 5 REBAR ON THE SOUTHERLY LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491, COMMON LINE WITH THE LANDS OF SAID BRANNON;

THENCE N 84°38'01" W ALONG THE COMMON LINE OF SAID TOWN OF HUNTERSVILLE LANDS, DEED BOOK 30620, PAGE 491 AND SAID BRANNON LANDS, A DISTANCE OF 113.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED CONTAINING 24,348 SQUARE FEET OR 0.559 ACRES OF LAND;

ALL AS SHOWN ON A RECOMBINATION PLAT OF THE LANDS OF THE TOWN OF
HUNTERSVILLE, DB 30620 /PG 491 AND DB 30620 /PG 488, HUNTERSVILLE,
MECKLENBURG COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS
GROUP, PLLC, DATED 01/02/2025.