Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Scott Coronet
Edwin Quarles
LaToya Rivers
Heather Smallwood
Nick Walsh

AGENDA
Regular Town Board Meeting
January 6, 2026 - 6:00 PM
TOWN HALL (14704 N Old Statesville Road)

Meeting available via YouTube @townofhuntersvillenc28078

Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

1. Pre-meeting - None

2. Call to Order

3. Moment of Silence

4. Pledge of Allegiance

5. Announcements and Presentations

5.A. 2025 Fire Service Awards Presentation. *(Jim Dotoli)*

6. Public Comments

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the December 16, 2025 Regular Town Board Meeting. *(Janet Pierson)*

8.B. Call a public hearing for January 20, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, on selling town-owned property (Parcel IDs 019-031-15 and 019-031-16) for economic development. *(Emily Sloop)*

8.C. Call a public hearing for February 3, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, on Petition #ANNEX 25-03, a request by the Town of Huntersville, for the contiguous annexation of two parcels located on Huntersville-Concord Road. *(Becca Prichard)*

8.D. Call a public hearing for February 3, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition #ANNEX 26-01, a request by Cambridge-Prosperity, LLC, for the contiguous annexation of a parcel located on Eastfield Road. *(Becca Prichard)*

8.E. Call a public hearing for February 3, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, on Petition #ANNEX 26-02, a request by KB Home Charlotte, Inc, for the contiguous annexation of five parcels located on Autumncrest Road. *(Becca Prichard)*

8.F. Call a public hearing for February 3, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, on Petition #R25-14, a request by Dash In Food Stores, Inc. to rezone +/- 2.67 acres at the corner of Hambright Rd and Statesville Rd from Corporate Business with Conditions (CB-CD) to Highway Commercial with Conditions (HC-CD) for a convenience store with gasoline sales and an accessory car wash. *(Nathan Farber)*

8.G. Call a public hearing for February 3, 2026, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, on Petition #R25-15 Old Statesville Road Mixed Use, a request by High Street District Development, Inc. to rezone +/- 11.87 acres on Old Statesville Road from Highway Commercial-Conditional District and Neighborhood Residential (HC-CD & NR) to Neighborhood Center-Conditional District (NC-CD) for a Mixed Use Development. *(Jesse James)*

8.H. Call a public hearing for February 3, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, on Petition #R25-16, a request by the property owners to rezone +/- 44 acres at the northeast corner of Sam Furr Road and Old Statesville Road from Corporate Business Conditional District (CB-CD) to Highway Commercial Conditional District (HC-CD) and Transit Oriented Development-Residential Conditional District (TOD-R-CD) for a commercial and multi-family development. *(Brad Priest)*

8.I. Approve On-Call Engineering Services Contract for Electric System. *(Bobby Williams)*

9. Public Hearings

9.A. Conduct a public hearing on Petition #R25-12, a request by Carver Bowman LLC to revise the existing approved rezoning R22-05 for the Oak Grove Hill development from a Neighborhood Residential-Conditional District to Neighborhood Residential - Conditional District with a revised site plan layout of Phase 3. *(Lauren Speight)*

9.B. Conduct a public hearing on the designation of town-owned property (Parcel IDs 01903115 and 01903116) as being held for resale for economic development. *(Emily Sloop)*

10. Other Business

10.A. Consider adopting a resolution to designate town-owned property (Parcel IDs 01903115 and 01903116) as being held for resale for economic development. *(Emily Sloop)*

10.B. Consider appointing one (1) member to the Parks and Recreation Commission due to non-acceptance of an appointment. *(Michael Jaycocks)*

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.

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Janet Pierson, Town Clerk

Subject: Regular Town Board Meeting Minutes

EXPLAIN REQUEST:
Approve the minutes of the December 16, 2025 Regular Town Board Meeting.

ACTION RECOMMENDED:
Approve minutes

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. 20251216-MinutesPacket_Draft

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Scott Coronet
Edwin Quarles
LaToya Rivers
Heather Smallwood
Nick Walsh

MINUTES
Regular Town Board Meeting
December 16, 2025 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

Meeting available via YouTube @townofhuntersvillenc28078

Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

The Huntersville Board of Commissioners meeting was held at Town Hall 101 Huntersville-Concord Road, Huntersville, NC 28078, at 6:00 PM on December 16, 2025.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark, Mayor Pro Tem Jennifer Hunt, Commissioner Scott Coronet, Commissioner Edwin Quarles, Commissioner LaToya Rivers, Commissioner Heather Smallwood, Commissioner Nick Walsh

1. Pre-meeting - None

2. Call to Order
Mayor Clark called the meeting to order.

3. Moment of Silence
Mayor Clark called for a moment of silence.

4. Pledge of Allegiance
Mayor Clark led the Pledge of Allegiance.

5. Announcements and Presentations
Pam Escobar presented announcements regarding:

- Waste collection bins can not be overflowing and the lids need to close; residents can schedule a bulk pick-up for items that do not fit in your bins by going to www.huntersville.org/2841
- Town offices will be closed December 24-26 in observance of the Christmas holiday as well as January 1 for New Year's Day
- Curbside waste collection will be delayed 1 day if your collection day is on one of the observed holidays or a weekday after the holiday

- Organic Christmas decorations (wreaths, garland, trees, etc) will be collected from December 26 - January 15 on your regular collection day

6. Public Comments

Mayor Clark opened public comments.

1. Chad Cordero spoke about Station South
2. June Overcash spoke about Station South
3. Amber Kovacs spoke about the old Town Hall building use and sale
4. Josh Dumas spoke about the Public Comment Policy
5. Johnny Campbell spoke about how his wife, Gatewood Campbell, has been treated by the Board

Mayor Clark closed public comments.

7. Agenda Changes/Adoption of Agenda

Commissioner Coronet made a motion to Remove 8D - Amend Public Comment and Public Hearing Policy from the Agenda.
Commissioner Rivers seconded the motion.

Commissioner Rivers stated her reason for the removal was because she thought the Board should revisit the policy and take into consideration constituents feedback.
Commissioner Quarles stated that public comments should not be a platform for someone to be abused, and that the Board does not have to allow a lot of time. He also stated that the Board has an open-door policy, and they are transparent, which gives residents the opportunity to sit down and meet with them because the Board can not respond back during public comments. He thought we should be in-line with other municipalities.
Commissioner Walsh stated he was prepared to move forward, but the Town Attorney made the Board aware of a court ruling that we should review first.
Motion Passed with Yes 6, No 0, Abstained 0

Commissioner Coronet made a motion to Adopt the Amended Agenda.
Commissioner Smallwood seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

8. Consent Agenda

Commissioner Smallwood made a motion to approve the Consent Agenda.
Commissioner Coronet seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

8.A. <u>Regular Town Board Meeting Minutes</u>

Approve the Regular Town Board Meeting minutes.

Item approved via Consent Agenda

8.B. **Torrence Creek Minor System Stream Enhancement Project Interlocal Agreement with Mecklenburg County**

Mecklenburg County and the Town of Huntersville previously partnered to deliver a creek stabilization project along Torrence Creek on portions of both the Major and Minor systems. Unfortunately, due to many residents' unwillingness to participate, a significant portion of the Minor System creek was omitted from the original project, leaving a portion of unimproved channel. This unimproved channel has deteriorated and is in poor condition and needs to be stabilized. Mecklenburg County Stormwater Services, through this agreement, will design and coordinate the restoration project. The attached Interlocal Agreement provides for funding from the Town for the work associated with the project.

Item approved via Consent Agenda

8.C. **Amendment to the FY 25 Audit Contract**

Due to the federal delay in issuing the 2025 Single Audit Compliance Supplement, the Local Government Commission (LGC) has extended the deadline for submission of Annual Audits from December 31, 2025, to February 12, 2026. The only change in this contract is the extension of the due date. There is no change in fee.

Item approved via Consent Agenda

8.D. **Public Comment and Public Hearing Policy Amendment**

The amendments to the policy remove the option for speakers to yield time to a designated spokesperson.

(removed from Agenda)

8.E. **Huntersville Recreation Center Budget Amendment**

Appropriate Signage revenue (103515.9999) of $41,000 to contract services (106200.0314) to add two dual ADA automatic door opening operators to existing doors at the Huntersville Recreation Center. In addition, add a high build epoxy to existing concrete floors at the Huntersville Recreation Center.

Item approved via Consent Agenda

8.F. **Call a Public Hearing on Designating Town-Owned Property as Being Held for Resale for Economic Development**

Call a public hearing for January 6, 2026 at 6:00 pm at Huntersville Town Hall (14704 N Old Statesville Rd), Huntersville, NC 28078 on designating town-owned property (Parcel Ids 019-031-15 and 019-031-16) as being held for resale for economic development.

Item approved via Consent Agenda

9. Public Hearings

(No Public Hearings)

10. Other Business

10.A. Greenway, Trail & Bikeway Commission Appointments

Consider appointing three (3) members to the Greenway, Trail & Bikeway Commission, due to three expiring terms, from 7 applicants.

1. Three-year term, expiring 3/31/2029 (Christianna Beirne has served one term and is eligible, and has applied, for another term)
2. Three-year term, expiring 3/31/2029 (Elaine Kern has served one term and is eligible and is not applying for another term)
3. Three-year term, expiring 3/31/2029 (Geoffrey Locke has served one term and is eligible, and has applied, for another term)

Commissioner Walsh made a motion to Appoint Christianna Beirne, Clayton Buchanan, and Geoffrey Locke.
Mayor Pro Tem Hunt seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

10.B. Parks and Recreation Commission Appointments

Consider appointing three (3) members to the Parks and Recreation Commission, due to three expiring terms, from 8 applicants.

1. Three-year term, expiring 3/31/2029 (Kathy Lewis has served two terms and is not eligible for another term)
2. Three-year term, expiring 3/31/2029 (Sharon Correll has served one partial term and is eligible, and has applied, for another term)
3. Three-year term, expiring 3/31/2029 (S. Magic Cypress-McNairy has served one partial term and is eligible, and has applied, for another term)

Commissioner Rivers made a motion to Appoint Richard Aquino, Sharon Correll, and S Magic Cypress-McNairy.
Commissioner Coronet seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

10.C. Public Arts Commission Appointments

Consider appointing one (1) members to the Public Arts Commission, due to one expiring terms, from 3 applicants.

1. Three-year term, expiring 3/31/2029 (Ryan Flores has served one term and is not applying for another term)

Commissioner Quarles made a motion to Appoint Diana Aka-Bashorun.
Mayor Pro Tem Hunt seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

10.D. HFFA Commercial Indoor Air Quality Control System Contract

The Town of Huntersville solicited bids from qualified, licensed HVAC Commercial Contractors for the purchase, installation, and servicing and maintenance of new indoor air quality control equipment for 25 yd pool and the decommissioning and removal of existing equipment. Thermal was lowest of the 2 bids received.

George Eversmann explained the RFP and the contract.
Commissioner Rivers asked for the amount of the contract and Mr Eversmann replied, $591,630.
Mayor Clark asked about the lifespan of the existing system and Mr Eversmann said eight years, and explained that from the beginning of the installation there were performance issues and design flaws within that system and that the life expectancy of large custom units is 12 to 15 years.

Mayor Pro Tem Hunt made a motion to Approve.
Commissioner Quarles seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

10.E. HFFA Commercial Indoor Air Quality Control System Budget Amendment

Appropriate $591,630 from General Fund Balance (103890.9999) for the Dectron replacement in the 25 yard pool at HFFA (104200.0500).

Mayor Pro Tem Hunt made a motion to Approve.
Commissioner Rivers seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

10.F. Petition #R24-15 Station South

Consider a decision 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.

Jesse James presented the Planning Staff Report. The applicant, Dan Wendover, spoke.

Commissioner Coronet asked about security being added to the future red line area and Mr Wendover discussed strategic lighting and involvement with CATS.
Commissioner Smallwood asked how much of the project will be completed with Phase One and Mr Wendover replied up to 348 apartments and townhomes.

Commissioner Rivers asked if the five attainable units could be increased in the future and Mr Wendover replied that if construction costs decrease, they can look at adding more units. Commissioner Coronet asked about adding infrastructure for art/public art and Mr Wendover replied that they are willing to commit to art installation and to work with the local community. Commissioner Smallwood asked how the roads navigate around the property, specifically around Mayes Road/Caldwell Crossing and Mr Wendover used the presentation to show the navigation around the development.

Commissioner Walsh made a motion to approve Petition #R24-15. In considering the proposed rezoning petition R24-15, Station South, the Town Board approves with the following conditions:

1. *Approval of "block length" modification requests for Blocks 2 and 5, as seen on page RZ3.*
2. *Approval of the modification request to only require, one row of street trees along Seagle Street.*
3. *Approval of side-yard parking modification as requested, as shown on the rezoning plan with appropriate screening.*
4. *Approval of modification request to allow FAR of buildings with office and restaurant uses to be lower than the required ratio as set forth in 3.2.13(A).*
5. *Approval of modification request for relief from Article 3.2.13 (E)(5).*
6. *Approval of modification request to increase the allowable height of attached homes to 36-feet.*
7. *A modification of note 19 to include an art piece not less than $5,000.*
8. *All other minor staff comments are addressed.*

It is reasonable and in the public interest to rezone the approximate 21.29 acres described herein as it is consistent with, the envisioned use and development patterns set forth in the Huntersville 2040 Community Plan.The proposal is consistent with the Huntersville 2040 Community Plan policies LU 1.1, 5.1, 6.1, 7.1, 8.1, 8.3, T1.2, and T1.3 and furthermore, meets the intent of a TOD-R, Zoning District by providing, a rich mix of services and housing in a pedestrian village format within close proximity to a transit station.
Commissioner Quarles seconded the motion.

Mayor Pro Tem Hunt stated she is in support of the project for its forward-thinking, incorporation of the future transit plan in the design, allocation of affordable units, and its mixed-use.
Commissioner Rivers stated she appreciated the attainable housing units and the landowners who came in support of this project because of the importance of generational land to her.
Commissioner Quarles stated that it is a true vibrant mixed-use development and will help nearby businesses.
Commissioner Coronet spoke about Ms Overcash's excitement for the project and his appreciation of the developer's plans for public art.

Motion Passed with Yes 6, No 0, Abstained 0

- PowerPoint attached hereto as EXHIBIT 10F-1

10.G. <u>Petition #TA25-10: Helistops Zoning Ordinance</u>

Petition #TA25-10 is a text amendment request by R. Todd Hirschfeld to amend Articles 3.2.3 and 9.18 of the Zoning Ordinance to permit private helistops in the General Residential (GR) zoning designation with conditions.

Becca Prichard presented the Planning Staff Report. The applicant, R Todd Hirschfeld, spoke.

Commissioner Quarles asked what the timeframe was for departure, including setup to departure. Mr Hirschfeld replied that it is typically not as long as the 90 second landing, but it can vary based on weather.
Commissioner Quarles asked, according to the FAA, what are some rules as it applies to your landing and takeoff plan. For example, hovering over a neighbor's house. Mr Hirschfeld replied that he can't hover over a neighbor's house and a pilot must always be in fully operational control and not be careless or reckless. He also stated there is no restriction on altitude in a helicopter.
Commissioner Quarles asked if this petition was denied, and Mr Hirschfeld sold the half-acre lot for someone to build a home, what would happen to those trees. Mr Hirschfeld replied the buyer would most likely remove the trees to build a home.
Commissioner Rivers asked about a definitive flying timeframe. Mr Hirschfeld replied that he would be willing to add no-fly timeframe restrictions.
Mayor Clark verified to Mr Hirschfeld that he is requesting the Board deny the text amendment and then subsequently request staff to research and possibly establish a special use permit for helicopters in the Town of Huntersville. And that if the Board were to ask staff to research, there's no guarantee that the Board would then approve that, but it's just an alternate pathway at this time. Mr Hirschfeld replied that he thinks it's the appropriate way to go.
Emily Sloop clarified that even if the Board does direct staff to come up with a text amendment and that text amendment is approved to create a special use permit category, Mr Hirschfeld would still have to apply for the special use permit once that category has been established and there is no guarantee it would be approved. It's a quasi-judicial process.
Commissioner Coronet asked if other helistops are in coves or peninsulas. Mr Hirschfeld replied that there is a mix of inner lots, docks, back coves, and landing on open water channels.
Commissioner Smallwood commended Mr Hirschfeld on his research and due diligence on this petition.

Commissioner Quarles made a motion to deny petition number TA25-10, a request by R. Todd Hirschfeld to amend articles 3.2.3 and 9.18 of the zoning ordinance to permit with conditions for private helistops in the general residential zoning designation. The Town Board is aware of and considered the Planning Board's recommendations that any relevant portions of the 2040 Huntersville Community Plan. As part of this motion for the denial, the Town Board further directs staff to research and draft a text amendment for the Board's consideration that creates a special use permit category to permit helipads with a special use permit in the general residential zoning designation.
Commissioner Rivers seconded the motion.

Mayor Clark asked for discussion.
Comissioner Quarles stated the Planning Board did a phenomenal job with this proposal. This is a unique application. And I think doing what the Planning Board suggested by researching and putting this together would be the direction to go.
Commissioner Walsh stated that he agrees with Commissioner Smallwood's comments about Mr Hirschfeld's research and presentation. But he is not in favor of helicopters because people have

certain noise expectations at their homes that don't include them.

Commissioner Walsh made a substitute motion to deny petition TA25-10, a request by R. Todd Hirschfeld to amend article 3.2.3 and 9.18 of the zoning ordinance to permit with conditions private helistops in the general residential zoning designation. The Town is aware and has considered the Planning Board's recommendation and any relevant portions of the Huntersville 2040 community plan. The Town Board is not going to recommend that the planning staff create a special use permit category to permit helistops with a special use permit in the general residential zoning designation. Commissioner Coronet seconded the motion.

Mayor Clark asked for discussion.
Commissioner Quarles stated the Board shouldn't be interested in the hypothetical. The applicant has presented neighbors who would be affected and they support this application. If they decide to sell their house, and the buyer sees a helicopter, it's up to them to decide if they want to purchase that home. Since the FAA is approving future modes of transportation, the Board should at least allow staff the opportunity to research and put together a special use category, just as we have previously directed staff to do other type of amendments.
Commissioner Rivers stated she agreed with Commissioner Quarles and that a special use permit would allow the opportunity to look at it case by case. The support of the neighbors that are directly affected helps to support the FAA's approval of this with the helicopters and the helistops.
Commissioner Walsh stated that not all the neighbors were in favor, and it would be nice to know what the other property owners around the cove thought.
Commissioner Coronet stated he received a few emails from neighbors that would be impacted and that he would be in favor of the helipad if it was out on the water.
Mayor Pro Tem Hunt stated she appreciated the presentation and the noise comparisons, but she is not willing to make the change that's so inconsistent with how other municipalities handle helistops, even with a special use permit.
Commissioner Smallwood stated it wasn't about noise per se, but a safety issue. She asked if Mr Hirschfeld could add an upper level to his dock. Mr Hirschfeld replied that he could take the roof off his current dock and make it a helipad, but, in his option, it is safer to land on land versus water.

Mayor Clark called for a vote on the substitute motion.
Substitute Motion Failed with Yes 3, No 4, Abstained 0
No Vote: Mayor Clark, Commissioner Coronet, Commissioner Quarles, Commissioner Rivers

Mayor Clark called for a vote on the original motion.
Motion Passed with Yes 4, No 3, Abstained 0
No Vote: Mayor Pro Tem Hunt, Commissioner Smallwood, Commissioner Walsh

- PowerPoint attached hereto as EXHIBIT 10G-1

10.H. **<u>Petition #TA25-11: Garage Setbacks and Mechanical Equipment Requirements</u>**

Consider a decision on Petition #TA25-11, a request by Northwood Ravin to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow single-family detached homes on lots 50 feet wide and less accessed via alley to have a reduced rear yard setback when a garage is attached to the primary structure via breezeway and modify requirements for mechanical equipment.

Lauren Speight presented the Planning Staff Report.

Commissioner Rivers made a motion to approve text amendment TA25-11. The text amendment is consistent with policies LU-8.1 and 8.2 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to approve the application because it will allow greater flexibility for setbacks of garages for single-family homes. Staff is in favor of the adjusted amount of 10 feet. Commissioner Quarles seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

- PowerPoint attached hereto as EXHIBIT 10H-1

10.I. Petition # TA25-12: Detached Garages Zoning Ordinance

Petition #TA25-12 is a text amendment request by the Town of Huntersville Planning Department to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow detached garages in any yard on lots over five acres in size.

Becca Prichard presented the Planning Staff Report.

Commissioner Walsh made a motion to approve TA25-12. The Town Board is aware and considered the Planning Board's recommendation and any relevant portions of the Huntersville 2040 Community Plan. In considering the proposed amendment TA25-12, the Town Board approves as it increases consistency within the zoning ordinance, aligns with the Town's zoning ordinances with state statute, and allows design flexibility for larger lots without altering urban design standards. Commissioner Coronet seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

- PowerPoint attached hereto as EXHIBIT 10I-1

10.J. Boards and Committees Appointements

Consider appointments to various boards and committees.

Christy Clark presented the proposed appointments.

Commissioner Rivers asked how decisions are made for various boards. Mayor Clark replied that each board has a variety of factors, such as meeting times. The ones that meet during the day are not assigned to those with full-time jobs. The remaining boards, that meet in the evening, are divided up by interest in what people have expressed. Whatever is left over is distributed to have an equal number of representative and alternative appointments.
Commissioner Quarles asked if there was a reason no one was assigned to the Planning Coordinating Committee. Mayor Clark replied that since it meets so infrequently, it would continue to be assigned per meeting based on Commissioner availability.
Commissioner Rivers asked how the decision was made for the Transportation Committee. Mayor Clark replied that as Mayor she is on the MTC which requires her to be on the Transportation Committee, and Commissioner Walsh is required since he is on the CRTPO. She then said it would be good to have one of the new members on the Committee so they can learn about the transportation projects.

Commissioner Quarles asked if another person can be added to the Transportation Committee. Nothing against Commissioner Smallwood, but we have received concerns about displacement, gentrification, and funds coming to the area, and she doesn't have that relationship with the people of Pottstown. Mayor Clark replied that another member can not be added because we would have a majority present at the Committee. Town Manager, Anthony Roberts, stated that on the internal transportation committee we have Staff and Board members that flesh out projects we may be seeking a grant for and some of those ideas will come back to the full Board. The items that come by this Committee have nothing to do with displacement. Also, the MPTA is not going to address what we do locally with the sales tax funds - it is going to be this Board making those decisions.

Commissioner Rivers made a motion to Approve.
Commissioner Smallwood seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

11. Closed Session

11.A. <u>Closed Session</u>

Closed Session pursuant to N.C.G.S. 143-318.11(a)(5) to instruct staff or negotiating agents concerning the price and other material terms for the acquisition of real property.

Commissioner Coronet made a motion to go to a closed session pursuant to NCGS143-318.11(a)(5) to instruct staff or negotiate agents concerning the price of other material terms for the acquisition of real property.
Commissioner Rivers seconded the motion.
Motion Passed with Yes 6, No 0, Abstained 0

The Board returned from Closed Session.

12. Closing Comments

Mayor Clark asked for closing comments.
Commissioner Coronet stated his appreciation for all the help and support on our first meeting.
Commissioner Walsh stated we've had a lot of meetings here, and this will be our last time saying motion to adjourn in this building.
Commissioner Rivers stated Happy holidays, everyone. Enjoy your families. Be safe. If you're sick - stay home, wear a mask, protect your people.
Mayor Pro Tem Hunt stated Happy holidays, Huntersville, and safe travels.
Commissioner Quarles stated that this will be our last time to adjourn in this building. On January 5, 2026, the Veterans Service Office will open. Bobby Williams and I gave them a tour, and they were very excited. If you're a veteran or know a veteran, tell them to visit to learn about benefits and things that they could use in their life. Lastly, Merry Christmas to all.
Commissioner Smallwood stated thank you for a great first meeting and for welcoming her. She is excited to have the next meeting in the new Town Hall and wished everybody a Merry Christmas.
Mayor Clark wished everyone happy holiday season and to be safe out there if you're traveling.

13. Adjourn

There being no further business, Commissioner Quarles made a motion to adjourn.
Mayor Pro Tem Hunt seconded the motion.
The motion Passed.
Mayor Clark adjourned the meeting.

EXHIBIT
10F-1

R24-15: Station South Conditional District Rezoning

Town of Huntersville
NORTH CAROLINA

Rezoning Request:

Current

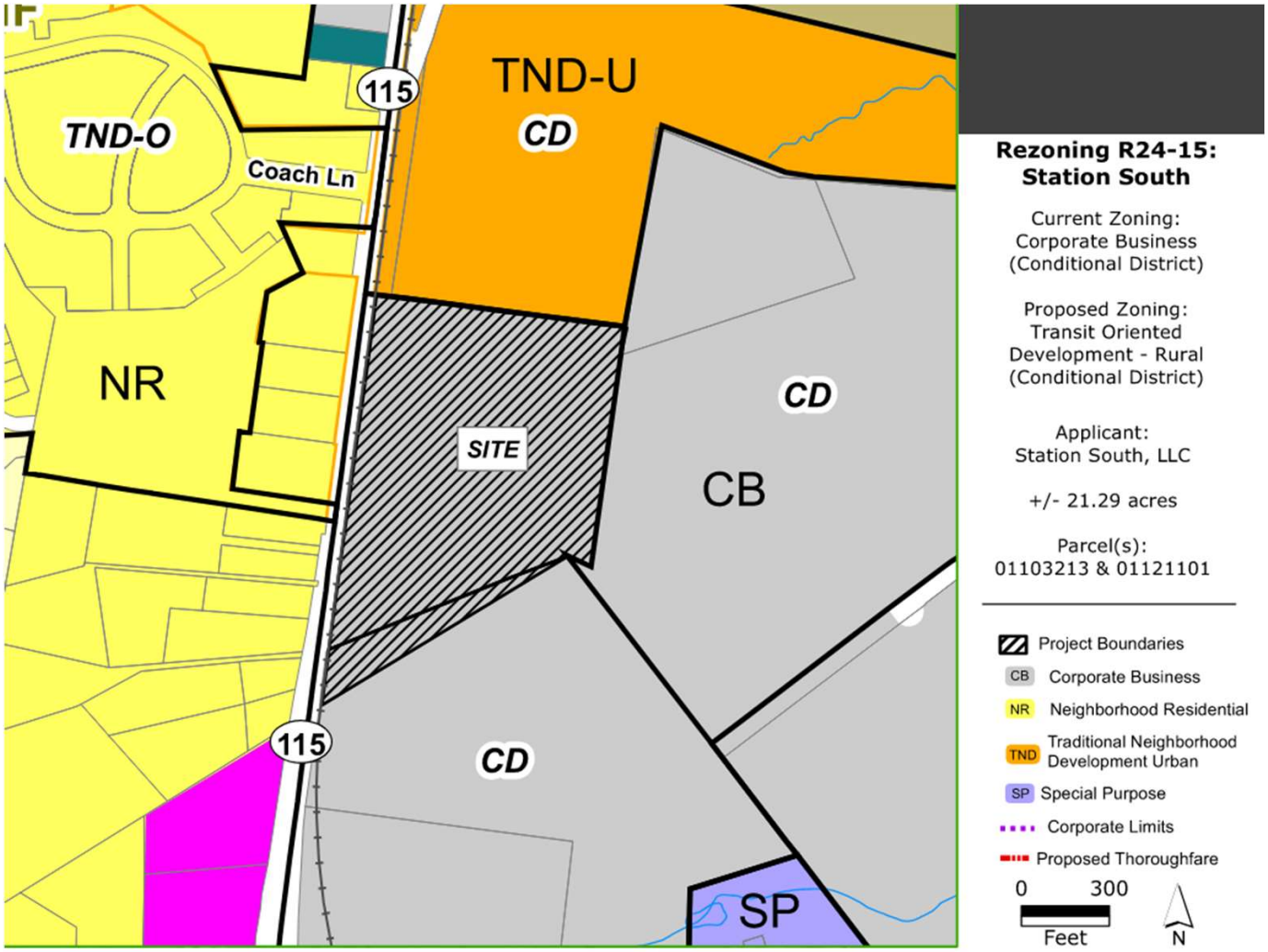
- Single Family Residential/Vacant
- Zoning= Corporate Business-Conditional District

Proposed

- Mixed Use-Apartments/Townhomes/ Commercial/Vertical Mixed
- Zoning=Transit Oriented Development-Residential-Conditional District

Timeline of Events:

-Public Hearing held 3/4/25
-Planning Board held 3/25/25
-Town Board- Original 4/22/25
- Continued to 12/16/25 due to one cent sales tax vote for commuter rail line funding.

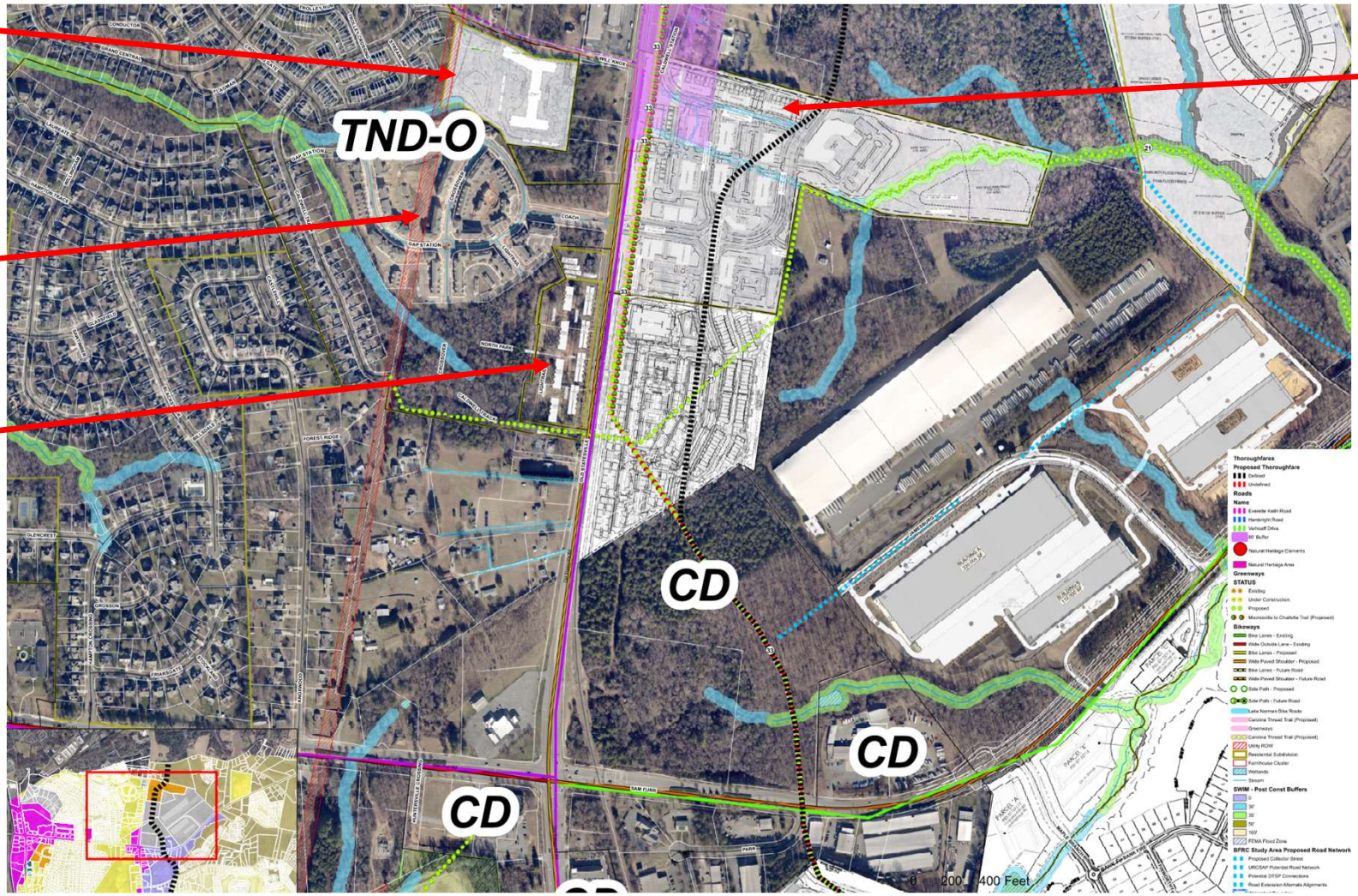


Context Map

Calamar Senior Apartments

Caldwell Station

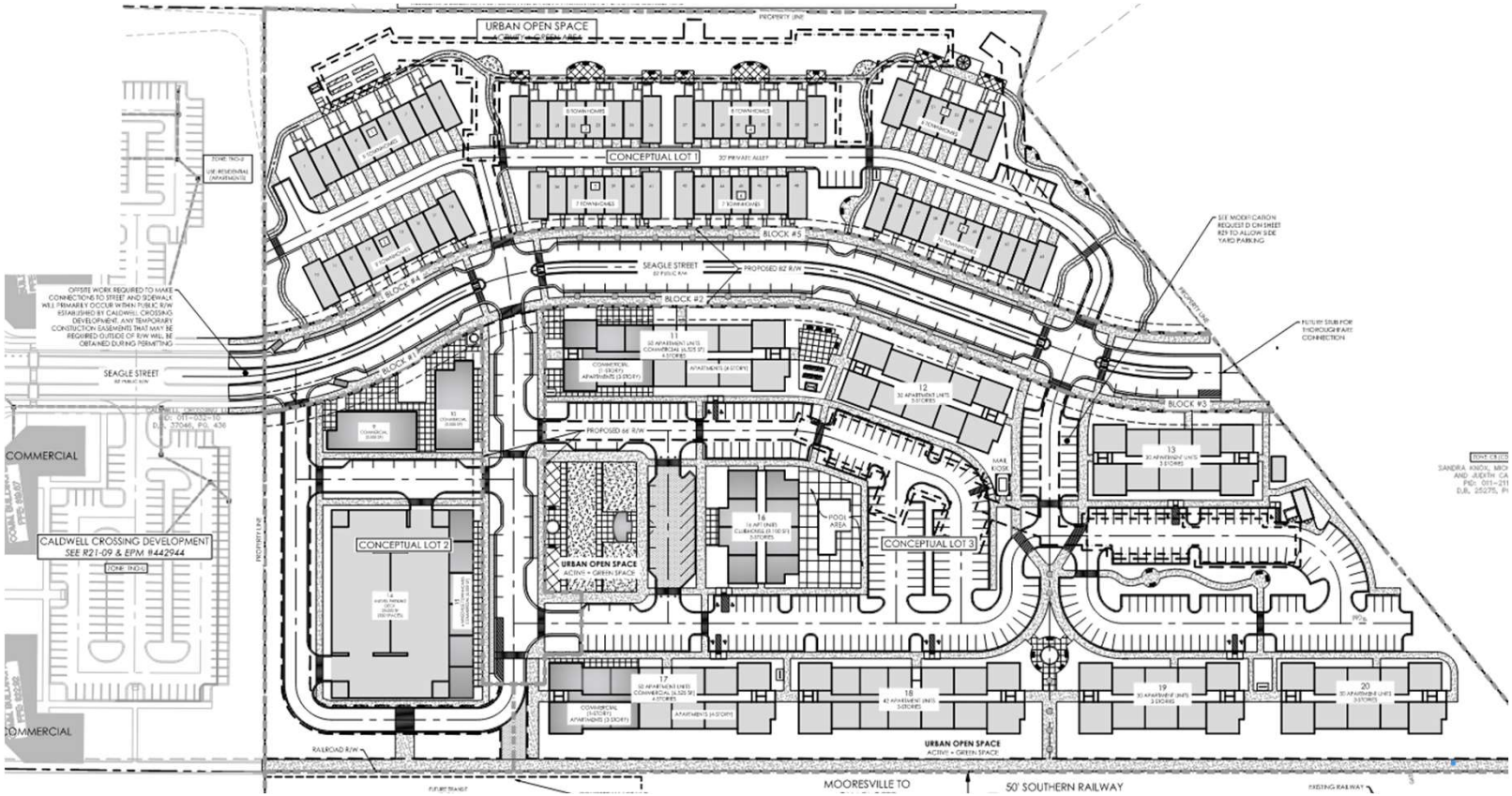
Charter Caldwell Station



Caldwell Crossing

Proposed Site Plan

- Mixed Use Subdivision- 20 Buildings(2 Commercial Buildings,8 Apartment Buildings(2 are vertical mixed), 8 Townhome buildings, 1 Parking Deck with Vertical Mixed-Use apartments and commercial.
- Up to 348 Total Residential Units- 278 Apartment, 6 Mixed-Use Townhome, 64 Townhomes
- 5 Attainable units for 15 years- (2 at 80%AMI, 3 between 80-120%AMI).
- 6 Modification Requests (Detailed in next slides)



Modifications

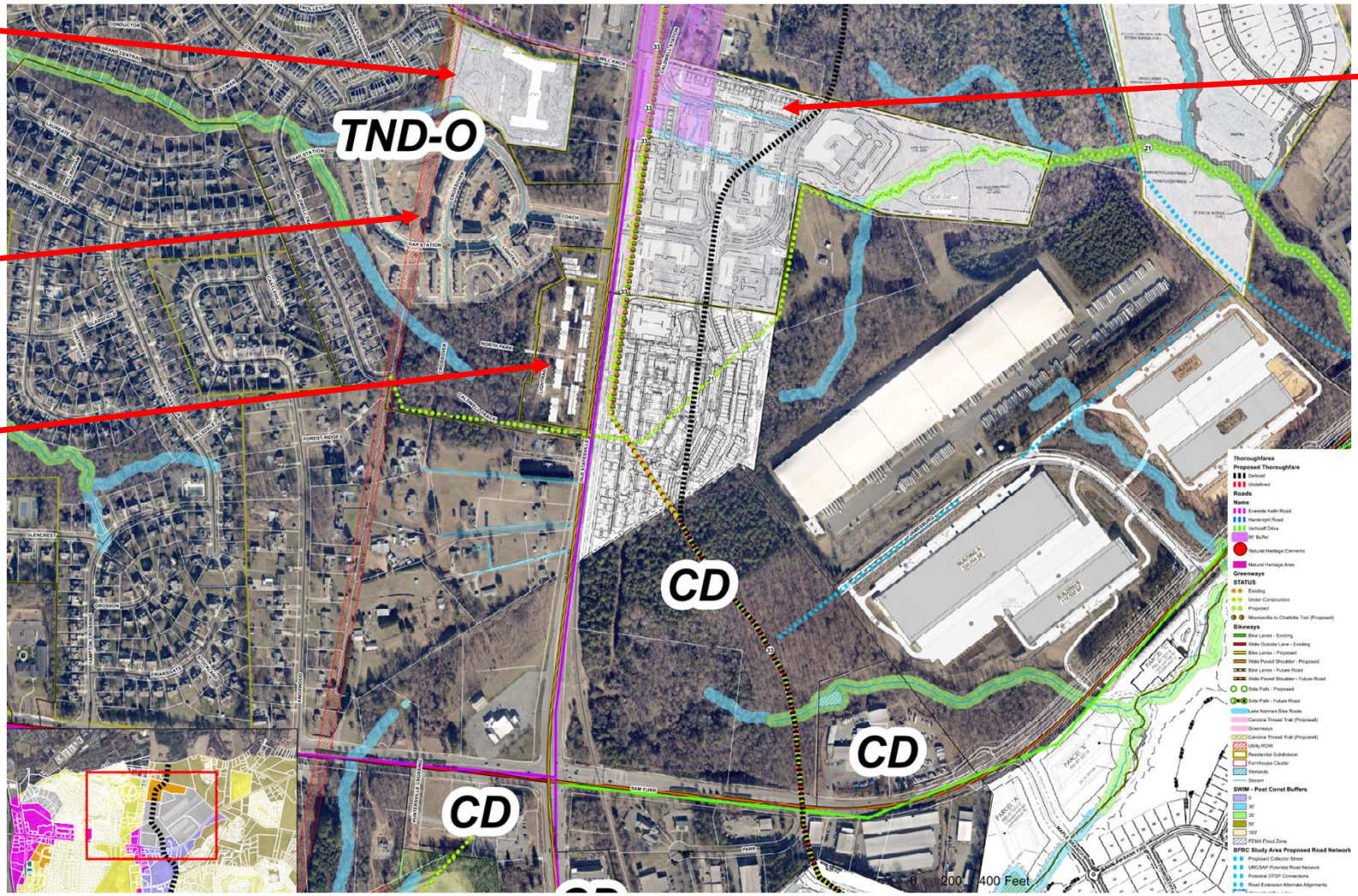
- Block Length Modifications- Block 2(596') and 5(639') (Seagle Street)
  - Staff Recommends Approval- On Street Parking, Curvature in road, cross-walks
- Street Trees- Along Seagle Street- 1 row due to urban building conditions
  - Staff Recommends Approval- Tree Grates or Wells like downtown conditions. (landscape plan needs to be updated to reflect request)
- Side-yard parking- Small amount proposed for Apartments
  - Staff can recommend with addition of screening wall(side-yard not permitted with Apts)
- FAR- May be lower than required for TOD-R
  - FAR emphasizes more density within less lot area(Gross floor area/Lot area). Additions of parking deck and large urban open space square skew the FAR. Staff recommends approval.
- TOD-R Ratio of Commercial to Residential
  - Within a 1/2-mile walking distance of the station site, a master subdivision sketch plan may include up to 10,000 sq. ft. of retail/services/commercial/office development(25k in this plan) for each 250 dwelling units master planned in the 1/2-mile catchment area. (348 units @18.69 DUA meeting min 15 DUA requirement)
  - Staff recommends approval- Amount of Residential in the vicinity can support the commercial space provided and likely even more(see context map next slide).
- Maximum height for Townhomes increased to 36 feet. (30-feet per ordinance)

Context Map

Calamar Senior Apartments

Caldwell Station

Charter Caldwell Station



Architectural Elevations (Vertical Mixed Use)



Architectural Elevations (Apartments)



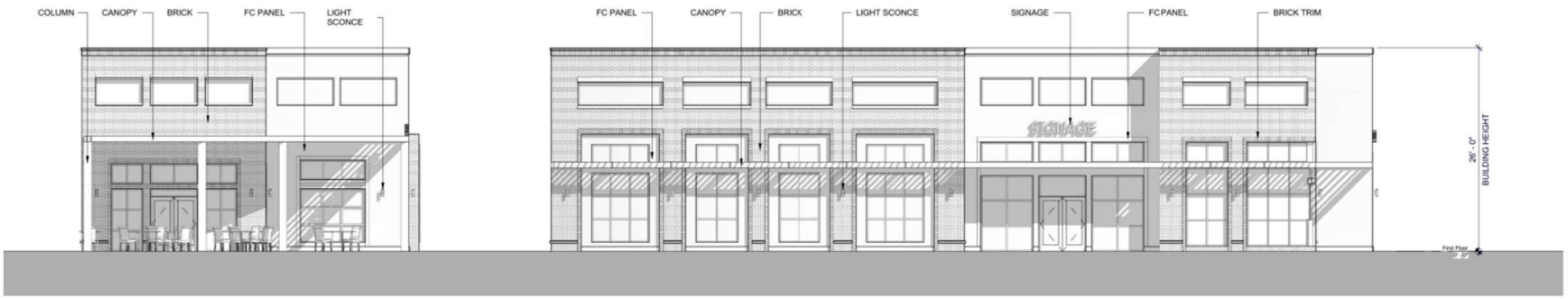
Architectural Elevations (Townhomes& Clubhouse)





CLUBHOUSE FRONT ELEVATION

Architectural Elevations (Retail)

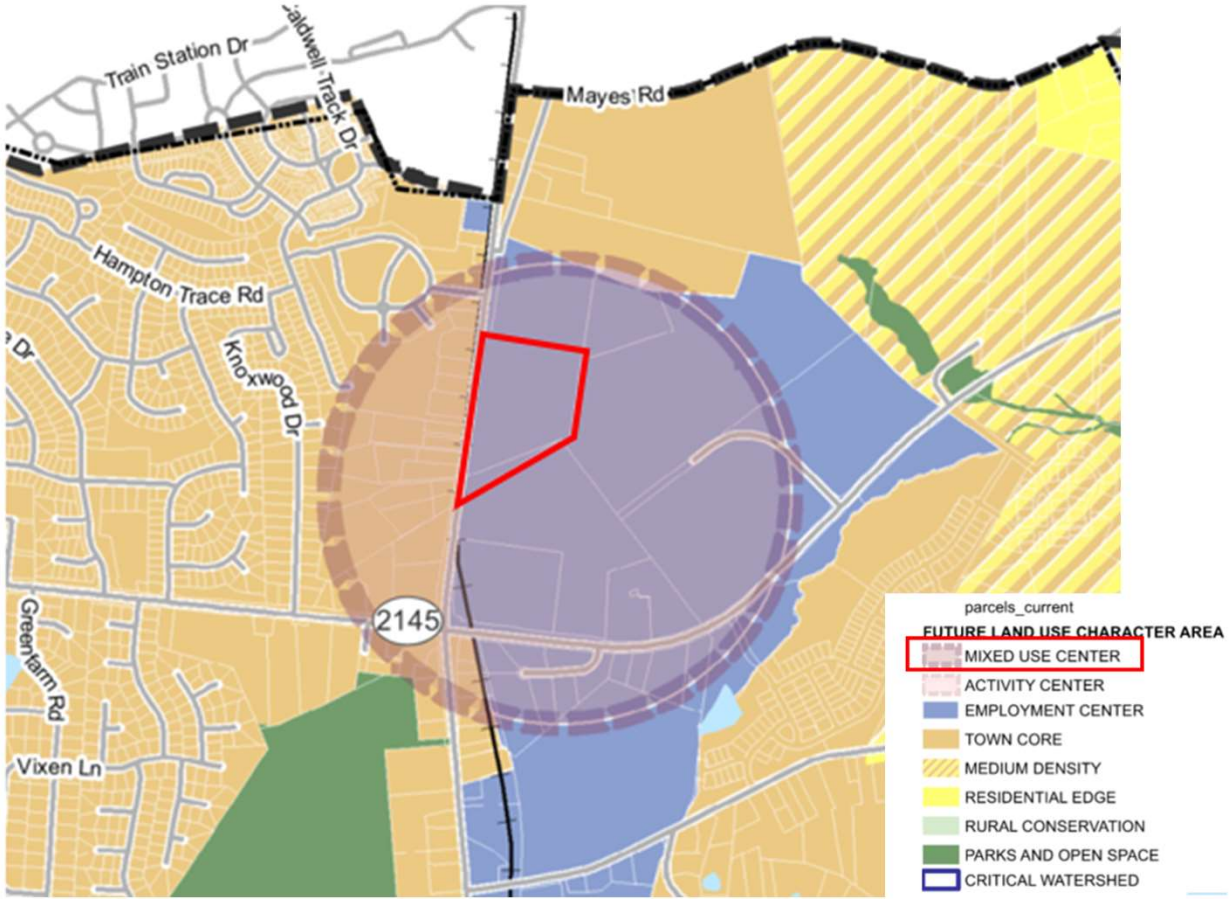


RETAIL ELEVATION @ STREET 1

1/8" = 1'-0"

- Staff requests exploring option of 2nd occupiable floor.

2040 Huntersville Community Plan



Proposal Supports:

- LU 1.1- Utilize Future LU
- LU5.1- Intense Development around transportation infrastructure
- LU 6.1- Mix of Land Use encouraged around Mixed-Use centers
- LU 7.1- Follow Design Principles
- LU8.1- Emphasis on Form and Flexibility (allow less parking in TOD)
- LU8.3- Encourage transit-supportive development
- T1.2- Connect Mixed-Use Centers with transit
- T1.3- encourage transit supported development within MU-Centers to expand existing bus routes.

Planning Board Recommendation

Recommend Approval- Vote 4-3

The plan being consistent with the Huntersville 2040 plan, policies LU1.2, 5.1, 6.1, 7.1, 8.1, 8.3, T1.2, T1.3 and furthermore meets the intent of TOD(R) zoning district by providing a rich mix of services and housing in a pedestrian village format.

Approval Conditions:

A)Approval of block length modification requests for Blocks 2 and 5 as seen on page RZ3.

B) Approval of the modification request to only require one row of street trees along Seagle Street.

C) Approval of side-yard parking modification as requested as shown on the rezoning plan with appropriate screening.

D) Approval of modification request to allow FAR of buildings with office and restaurant uses to be lower than the required ratio as set forth in 3.2.13(A).

E) Approval of modification request for relief from Article 3.2.13 (E)(5).

F) Approval of modification request to increase the allowable height of attached homes to 36-feet.

G) All other minor staff comments are addressed.

Staff Recommendation/Consistency Statement:

In considering the proposed rezoning petition R24-15, Station South, staff recommend approval with the following conditions:

A) Approval of block length modification requests for Blocks 2 and 5 as seen on page RZ3.
B) Approval of the modification request to only require one row of street trees along Seagle Street.
C) Approval of side-yard parking modification as requested as shown on the rezoning plan with appropriate screening.
D) Approval of modification request to allow FAR of buildings with office and restaurant uses to be lower than the required ratio as set forth in 3.2.13(A).
E) Approval of modification request for relief from Article 3.2.13 (E)(5).
F) Approval of modification request to increase the allowable height of attached homes to 36-feet.
G) All other minor staff comments are addressed.

It is reasonable and in the public interest to rezone the approximate 21.29 acres described herein as it is consistent with the envisioned use and development patterns set forth in the 2040 Community Plan. The proposal is consistent with the Huntersville 2040 Community Plan policies LU 1.1, 5.1, 6.1, 7.1, 8.1, 8.3, T1.2, and T1.3 and furthermore, meets the intent of a TOD-R zoning district by providing a rich mix of services and housing in a pedestrian village format within close proximity to a transit station.

Thank You

Questions?

Town of Huntersville
NORTH CAROLINA



PEAK DEVELOPMENT

STATION SOUTH

SUMMARY

Station South Timeline

- **2024**
  - Feasibility Meeting – **(Original Plan decided on)**
  - Summer of 2024 - **(Red Line Chat heats Up, rip up plan)**
  - 2nd Feasibility Meeting - **(New Plan TOD decided on)**
  - CATS Purchases Red Line from NS **(Spends ~$91,000,000)**
  - Community Meeting **(No one speaks in opposition)**

- **2025**
  - Public hearing **(Only positive comments)**
  - Planning Board Meeting **(Vote to Approve & Support)**
  - Vote Deferred
  - Transit Tax Passes
  - Vote

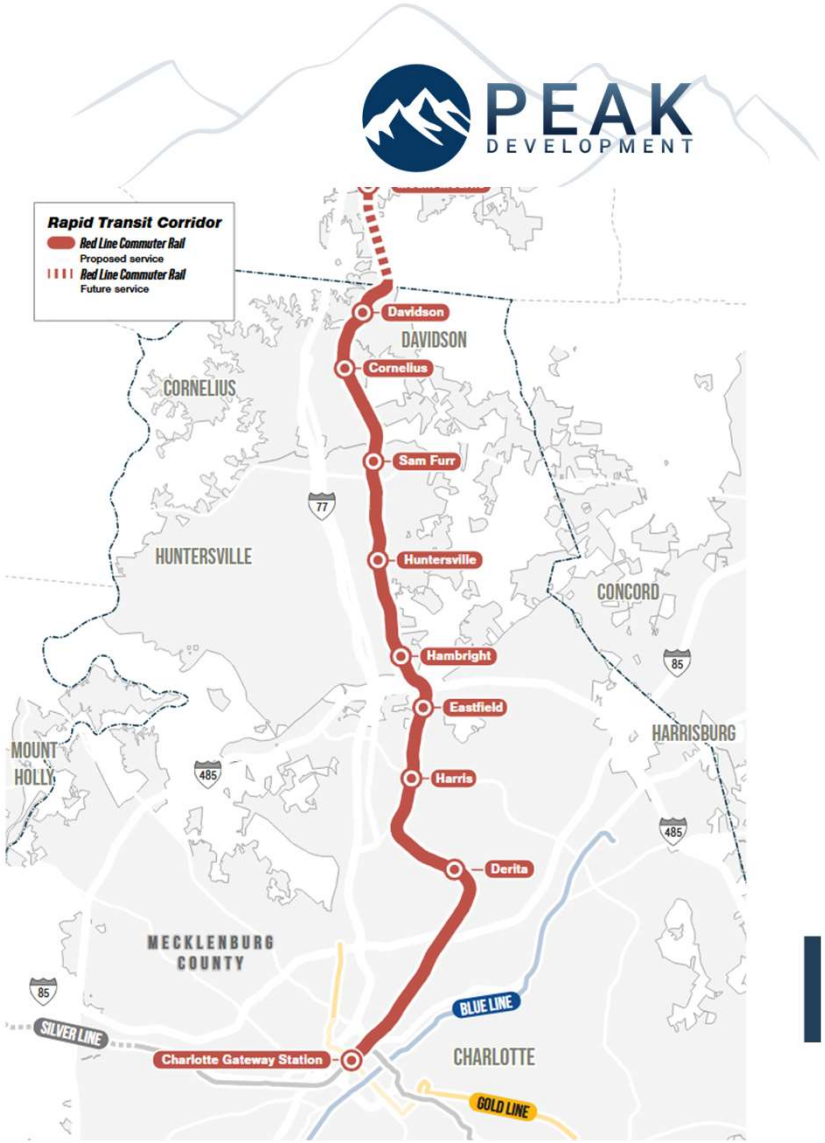
Red Line – Sam Furr Stop

PEAK DEVELOPMENT

Key Destinations

Charlotte Gateway District	Truist Field
Cornelius Town Center	Davidson College
Davidson Town Center	Johnson & Wales University
Huntersville Town Center	Bank of America Stadium

Connections to future Silver Line, Gold Line, CATS Bus, AMTRAK, and Greyhound/ Intercity Bus



Who is Peak Development?

01.

Local Developer

02.

75+ Years of Experience

03.

$300 Million

04.

Over 1,200 MF Units

05.

Over 350 Townhomes

06.

Over 1 Million SF of Retail

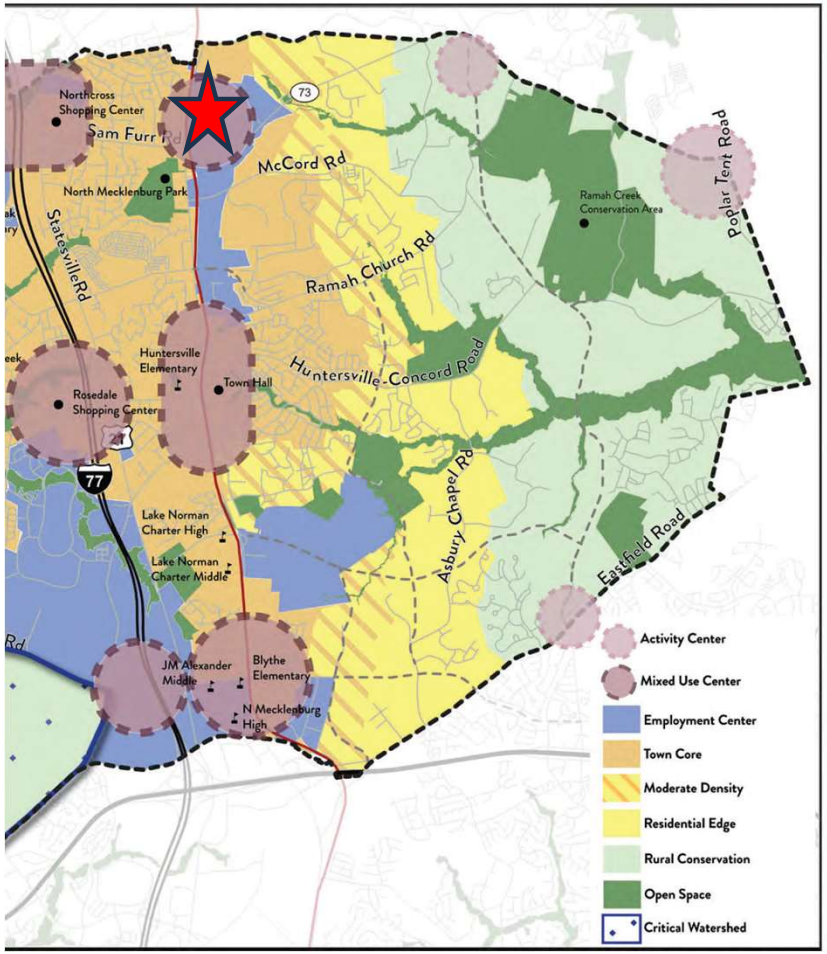
Our Philosophy

Shaping communities thoughtfully through development that serves people, places, and long-term progress

Where is the Site?



What does Huntersville Want?



What is a Mixed Use Center?

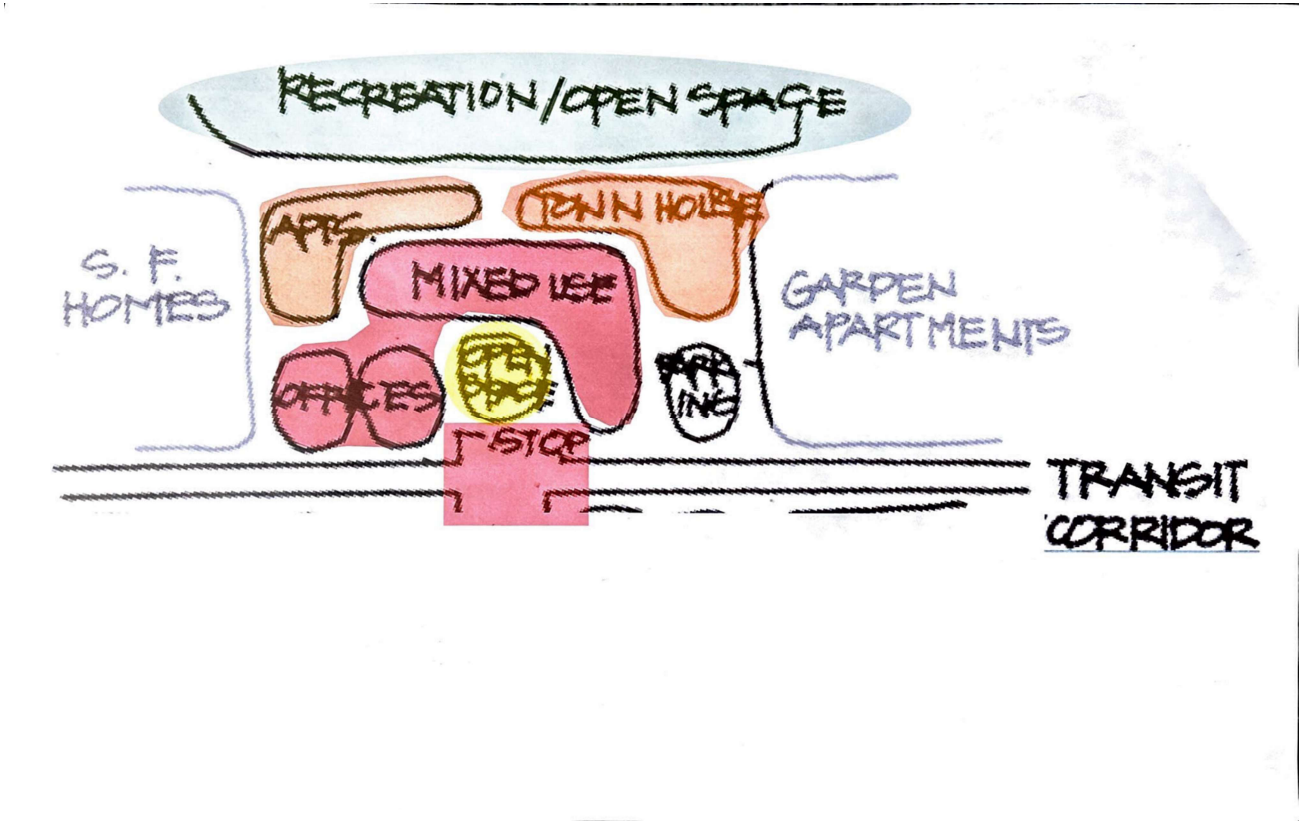
Huntersville Definition of Mixed Use Centers

Mixed Use Centers contain vertical mixed use along key frontages. New development includes wide sidewalks, buildings are close to street with high levels of transparency, and parking is located in rear. A mix of housing is allowed, including urban options throughout (apartments, townhomes, cottage homes, etc.). Downtown has specific requirements for streetscape and development intensity, including a maximum first floor footprint.

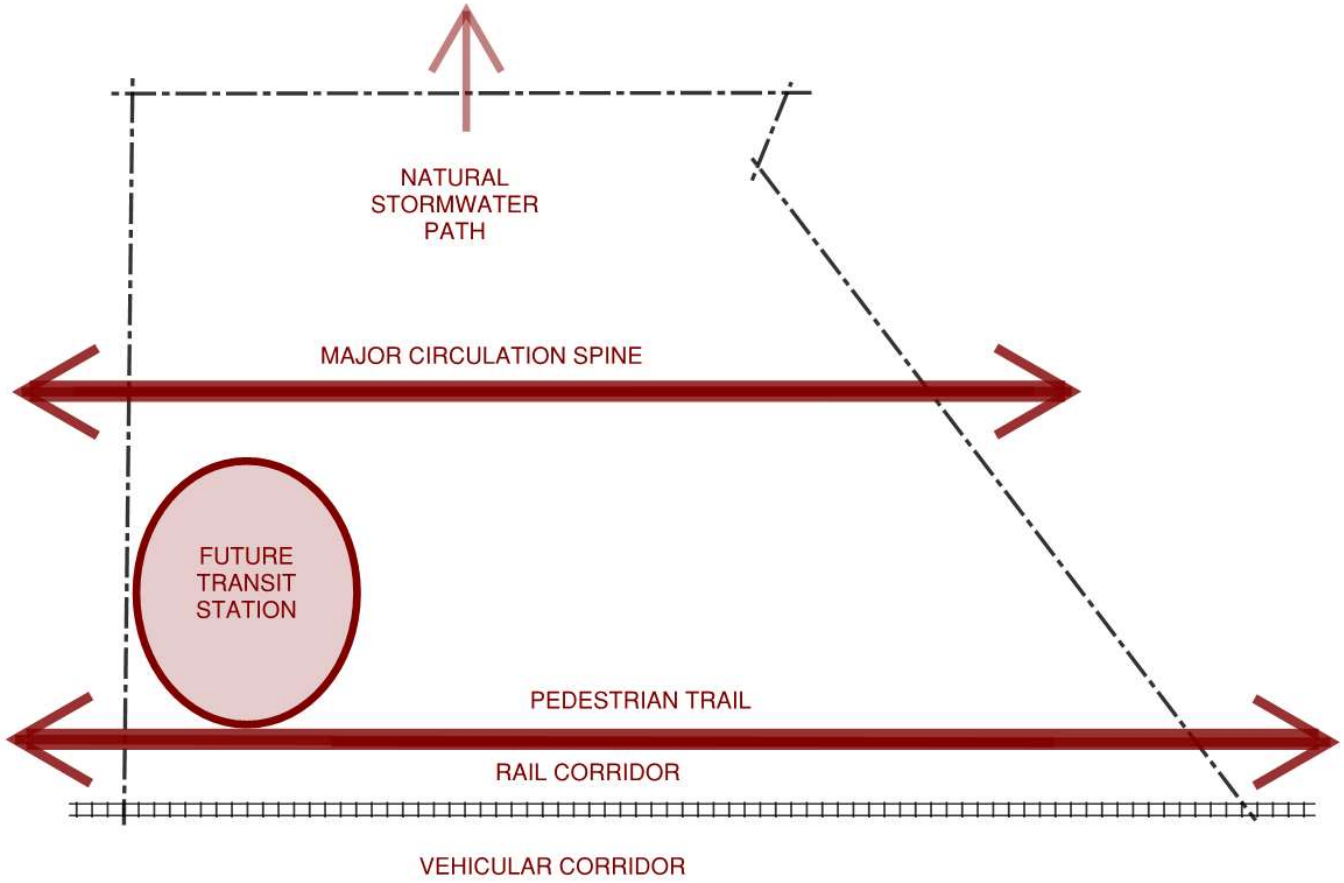
Transit Oriented Development

“The transit-oriented residential district is established to support higher density residential communities that include a rich mix of retail, restaurant, service, and small employment uses within a pedestrian village format… The TOD-R may be located on developable and redevelopable parcels generally found within the ½ mile catchment area of designated rapid transit station sites… The district establishes a primarily residential village within a 10-minute walk of a designated transit station.”

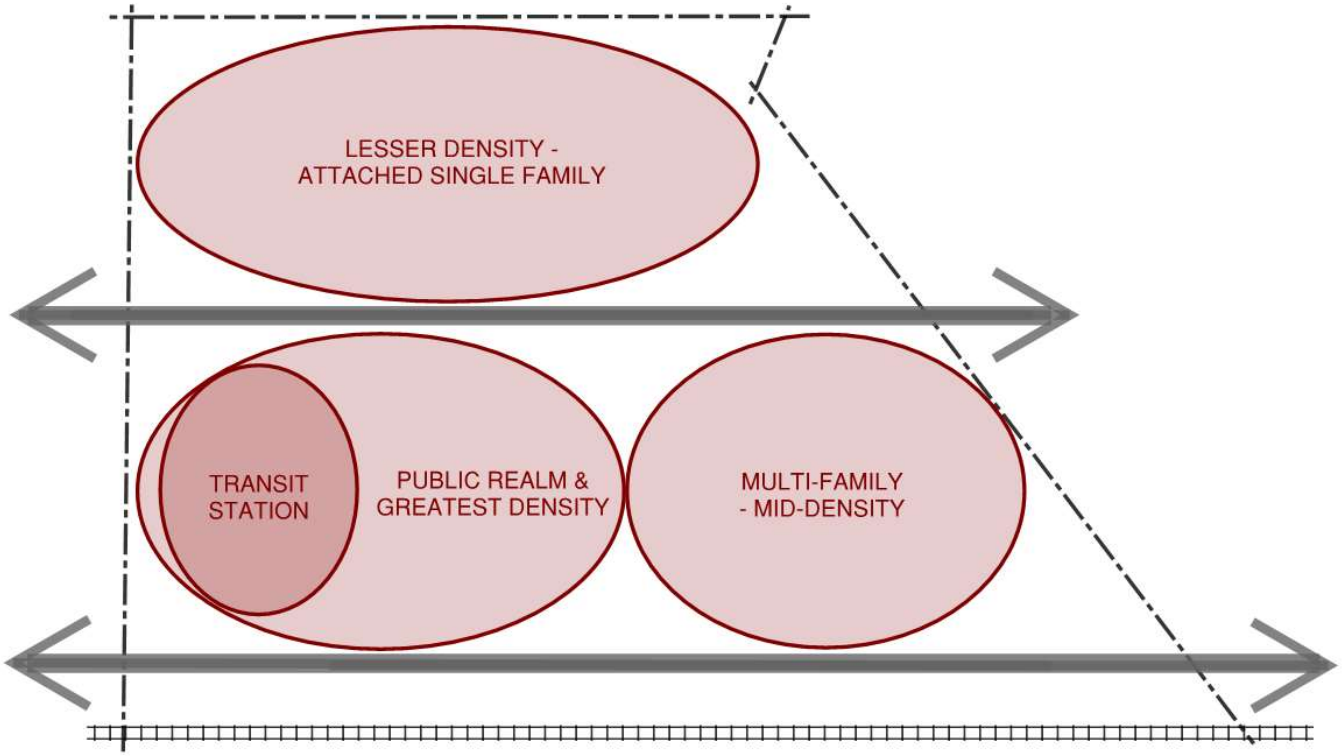
Huntersville TOD- R



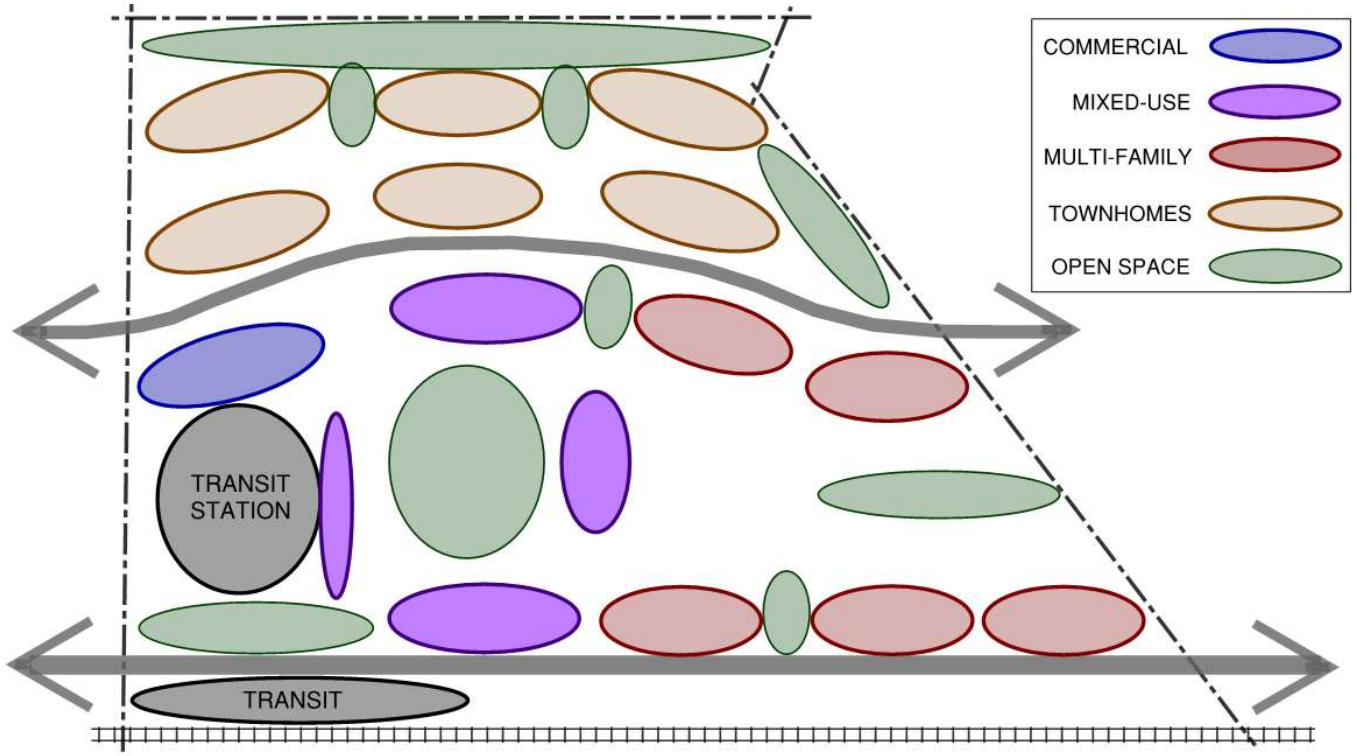
Peak Site Constraints



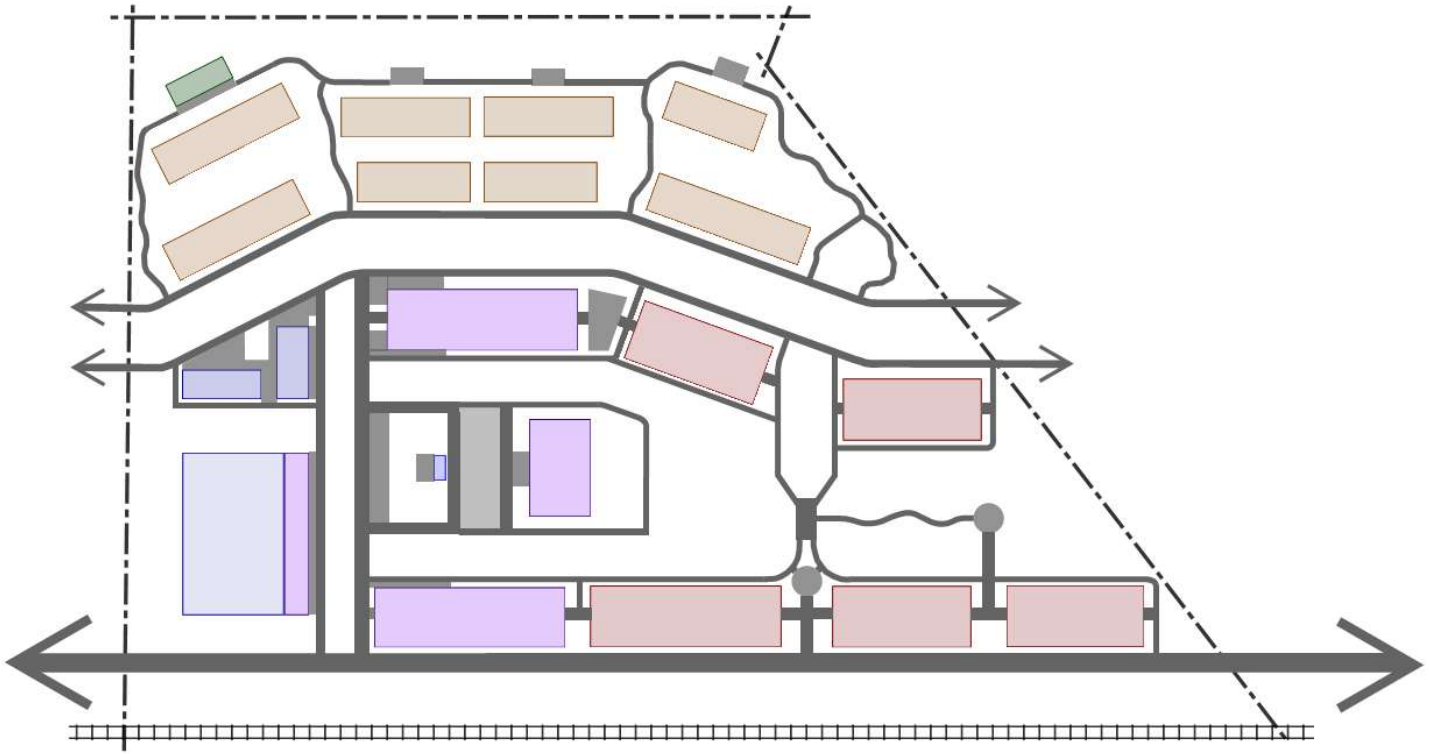
Peak High Level Block Analysis



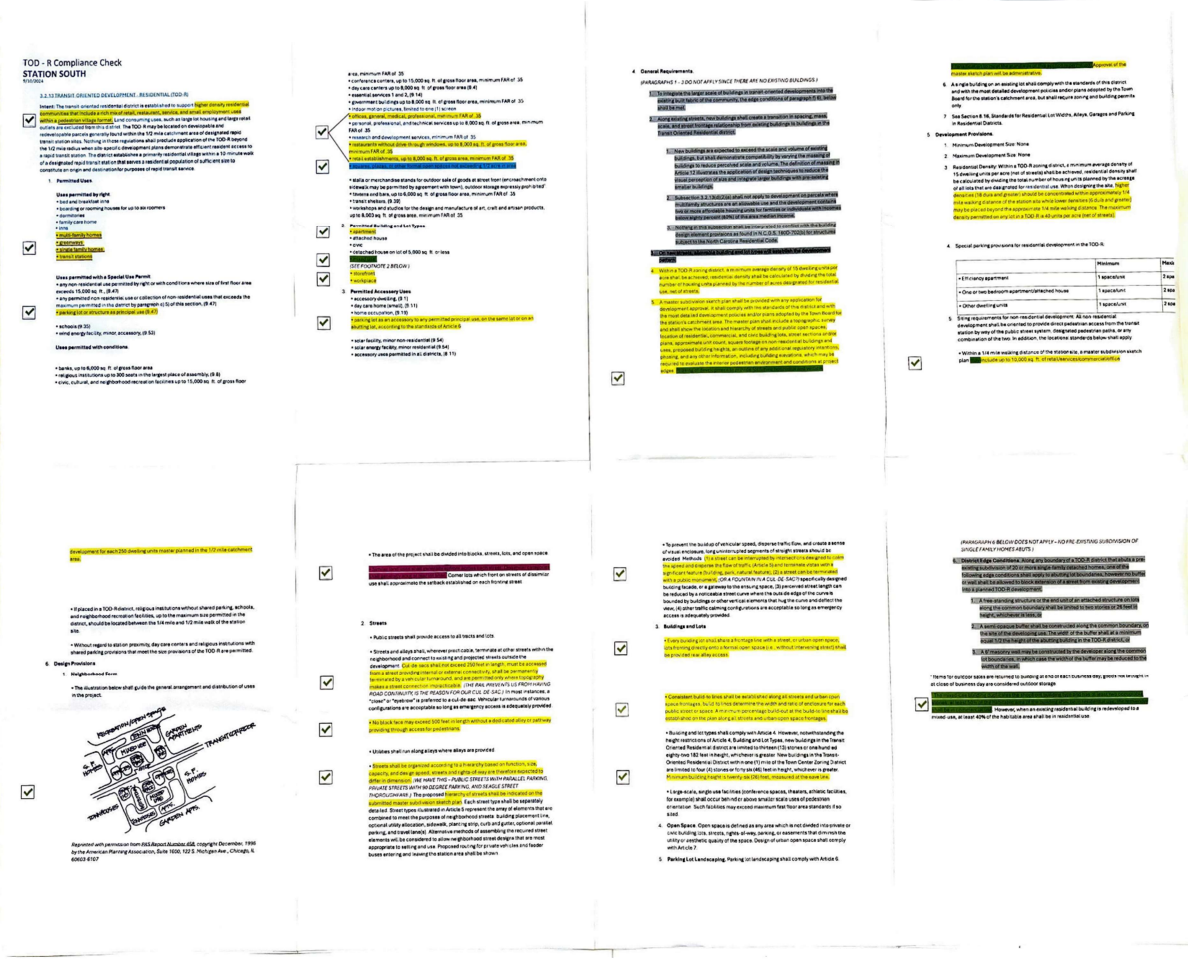
Peak Bubble Diagram



Greenways, Parks & Open Space



Huntersville – TOD-R



Station South - Site Plan



Station South – Benefits Summary

✓ Fully Aligns With the 2040 Community Plan

- Delivers a true **Mixed-Use Center** exactly where the plan designates one.
- Concentrates density **at a future transit station**, a core growth-management goal.
- Supports **walkability, multimodal connections,** and active community spaces.

✓ Catalyzes the Red Line Transit Investment

- Provides land and infrastructure for a **Red Line station**—a once-in-a-generation opportunity.
- Creates a key stop along the 25-mile corridor linking multiple municipalities.
- Demonstrates to regional partners that Huntersville is committed to transit-oriented development.

✓ Provides Housing Choices the Town Currently Lacks

- **Apartments and townhomes** address demand for attainable, walkable options.
- Supports the 2040 Plan's goal of **diverse housing types near transit.**
- Adds residents within walking distance of existing and planned commercial corridors.

✓ Creates Meaningful Public Spaces & Greenway Connections

- Adds over **180,000+ SF of public greenways, plazas, and open space** (trail corridors, plazas, pavilion lawn).
- Extends the **Mooresville-to-Charlotte / Carolina Thread Trail**, creating a major regional asset.
- Preserves existing trees and adds new walking/biking infrastructure.

Benefits Summary Continued

✓ **Major Economic Boost With No Public Subsidy**

- Property tax revenue increases from **$9,281 → $180,000+ per year** at buildout.
- Generates **$80.6M** in construction spending and **388 construction jobs.**
- Supports long-term small business growth with **25,000 SF of retail** facing public plazas.
- All public art installation costs funded privately.

✓ **Honors Huntersville's History While Building Its Future**

- Permanent, interactive public art celebrating the **historic A.T.&O. Railroad.**
- Community-engaged art contest supported entirely by the developer.

✓ **Improves Local Transportation & Roadway Safety**

- Extension of **Seagle Street (N–S)** improves circulation and emergency access.
- Adds signal **upgrades, a thru-cut intersection at Coach Lane**, and turn lane improvements at Hwy 115.
- Reduces future car dependency by co-locating housing, jobs, and transit.

✓ **Backed by a Highly Experienced Local Development Team**

- Peak Development: **75+ years** combined experience, $300 Million+ in projects, 1,200+ MF units and 350+ townhomes delivered locally.
- No speculative design — a realistic, well-phased plan with Phase I delivering over **50% of commercial upfront.**

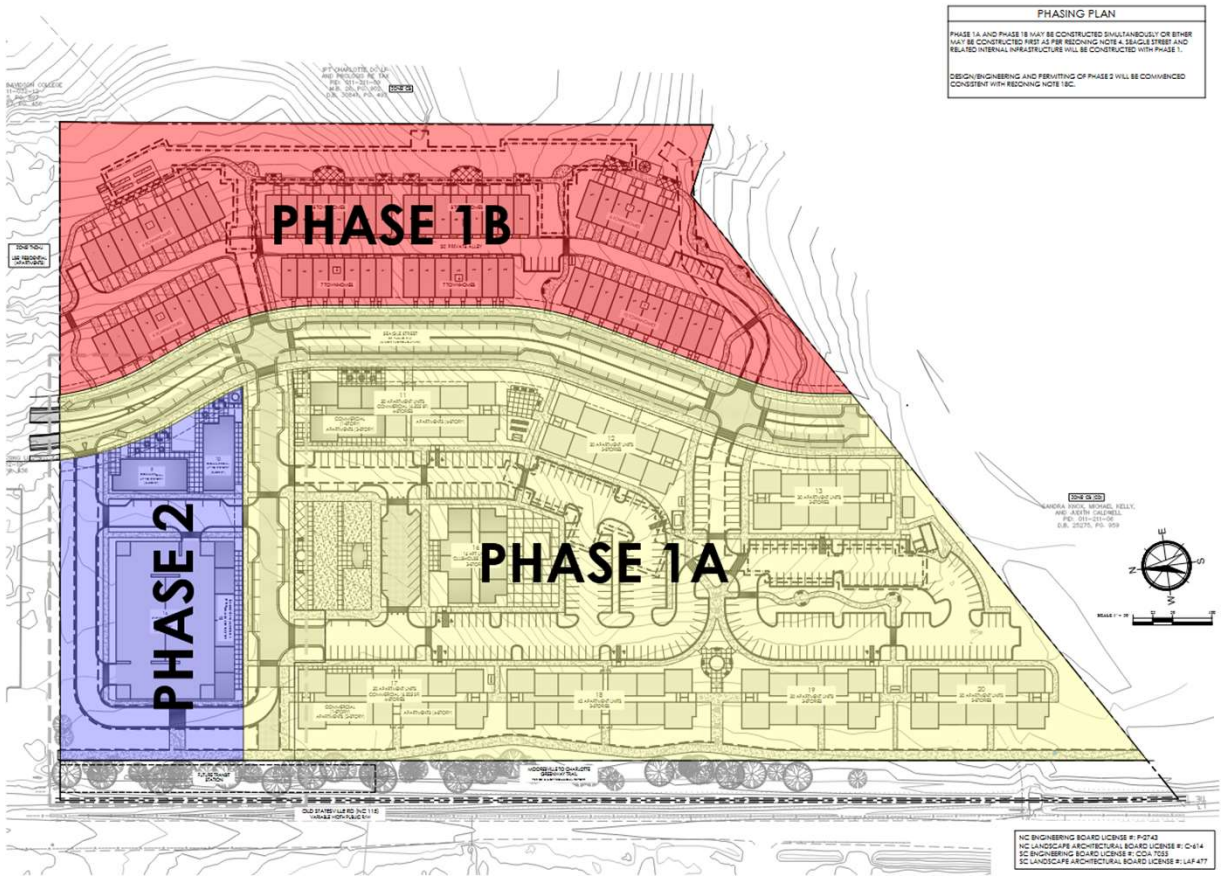
Station South



Station South



Station South- Phasing Plan




PEAK
DEVELOPMENT
STATION SOUTH
QUESTIONS?

PEAK DEVELOPMENT

STATION SOUTH

SUPPORTING SLIDES

Station South



Station South is more than a development—it is a destination rooted in the past and moving confidently into the future. Anchored along historic railroad tracks, which have been a vital corridor of commerce and connection since the 1860s.

Where History Meets Movement

The Historic A, T & O Railroad

The Atlantic, Tennessee and Ohio (later the Norfolk Southern Railroad) reached from Charlotte to Davidson in 1861 and to Statesville in March of 1863.





CHARLOTTE AND TAYLORSVILLE.

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7 56	11 34	.....	7 44	15	.....Huntersville.....	49	11 59	5 23	.....	9 02
8 01	11 40	.....	7 50	18	.....Caldwell.....	47	11 53	5 17	.....	8 56
8 12	11 50	.....	7 59	22	+.....Davidson..... δ	43	11 36	5 07	.....	8 47
8 19	11 57	A M	8 05	25	....Mount Mourne....	40	11 30	5 00	P M	8 38
8 30	12 07	†8 16	8 14	28	+.....Mooresville.... δ	36	11 23	4 50	7 17	8 28
– –	12 09	8 17	– –	29	..Mooresville June..	35	– –	*4 48	†7 14	– –
8 39	Noon	A M	8 24	32	.....Shepherd's.....	32	11 15	P M	P M	8 18
8 52	.....	.....	8 40	38	.....Troutman's.....	96	11 00	.....	.....	8 02
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Station South is more than just another stop on the map

To honor the powerful legacy of rail in the American South and in the Town's own story, the developer is proud to commission a permanent, **interactive public art exhibit** – **one that celebrates the past while engaging the community in the present.**

The developer will sponsor a local art contest, open to area artists, with the theme **"Connecting Through Time: The Railroad and the Community."** The selected artist will have their work permanently installed at the heart of Station South and be awarded a cash prize in recognition of their contribution. The developer will also pay for the art installation materials.

Overall Goal: to make Station South a development that respects its roots and reflects its community.

EXHIBIT
10G-1

TA25-10

Articles 3.2.3 & 9.18 (Helistops)

December 16, 2025

Town of Huntersville
NORTH CAROLINA

Background

Applicant: R. Todd Hirschfeld

This text amendment would add helistops as a use permitted with conditions in the GR zoning district (Article 3.2.3) and add the related conditions of the use (Article 9.18).

Recommendations

Planning Board (November 19, 2025)

- The Board unanimously recommended denial of TA25-10 based on the amendment being "inconsistent with a number of critical issues."
- Also recommended that Town Board direct staff to create a staff driven special use permit category for helistops in residential districts.

Staff

- Staff recommends denial of the request.
- Staff does recommend they be permitted by way of Special Use Permit.

Thank You

Questions?

Town of Huntersville
NORTH CAROLINA



Ordinance

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Articles 3.2.3(a) and 9.18 of the Zoning Ordinance are hereby amended to be modified as follows:

Article 3.2.3(a)

(a) Permitted Uses.

Uses permitted by right.

- single family homes
- family care home

Uses permitted with conditions.

- cemeteries, (9.7)
- religious institutions, (9.8)
- duplexes on corner lots, (9.13)
- essential services 1 and 2, (9.14)
- government buildings up to 5,000 sq. ft. of gross floor area
- neighborhood and outdoor recreation, (9.21)
- parks, (9.29)
- schools, (9.35)
- transit shelters, (9.39)
- helistops, (9.18)

Uses permitted with Special Use Permit.

- wind energy facility, minor, accessory (9.53)

Article 9.18

A helistop shall be permitted as an accessory use in the GR, CI, CB and the SP Districts provided it complies with all applicable Federal Aviation Administration regulations and guidelines.

Helistops in the General Residential (GR) zoning district shall be subject to the following limitations:

1. The helistop shall be for personal, private use only and shall not be open to the public for commercial purposes.
2. Landings and take-offs shall only occur during daylight hours.
3. No fueling, maintenance, or repairs shall occur on the property.
4. All operations must comply with the FAA regulations and any applicable local safety standards.

Background

Staff researched how other municipalities in the region handle helistops and only one allows them in conjunction with a residential use:

<u>City of Charlotte</u>

- Neighborhood 1 Place Type (Zoning District Type – Numerous Zones Included) – primarily residential with limited commercial uses
- Must be located at least 400 feet from a lot line

The majority allowed helistops as accessories for medical, government, and commercial uses.

Staff Concerns

Staff has the following concerns regarding the text amendment:

1. Potential nuisances next to residential uses: Noise and Wind
2. Tree Clearing: Needs for safe flight paths, and potential effects on adjacent properties
3. Lack of precedent – Very rare to permit helistops in single family residential uses in local zoning ordinances

2040 Community Plan

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."

Staff does not believe that this text amendment aligns with the 2040 Community Plan.



Request for Formal Consideration of a Special Use Permit (SUP)

Presented by: Todd Hirschfeld
Huntersville, NC Resident and FAA-Certified Helicopter Pilot

Recommendation

staff recommends they be permitted by way of Special Use Permit.

Slide: Becca Prichard presentation on November 19, 2025 – Town Planning committee

Change of Direction

- I originally submitted a Text Amendment request because Huntersville's ordinance only allows helistops in Campus & Special Purpose Districts.
- On November 19th, the Planning Committee recommended that this would be more appropriately reviewed through a Special Use Permit (SUP) process.

I fully agree, and tonight I am here to formally request that the Town:

- Consider my application under the SUP framework, and
- Allow this use to be evaluated based on site-specific conditions, rather than a blanket ordinance change.



What an SUP Accomplishes for Everyone

Benefits to the Town:
- Full control over conditions and limitations
- Case-by-case review instead of changing ordinance language
- Ability to impose operational standards
- Ensures neighborhood compatibility

Benefits to Residents:
- Transparency
- Enforceable protections
- Clear expectations about use

Benefits to Me as the Applicant:
- A path that reflects the Town's guidance
- Ability to operate safely, responsibly, and with oversight

Town of Huntersville
NORTH CAROLINA

My Commitment to the Town & Neighbors

- Daylight-only operations
- No commercial, charter, or training flights
- No on-site fueling or maintenance
- All arrivals/departures over Lake Norman only
- No tree removal within designated tree-save areas
- Helistop limited to a single, fixed landing location
- Town retains authority to enforce or revoke SUP if conditions

Town of Huntersville
NORTH CAROLINA

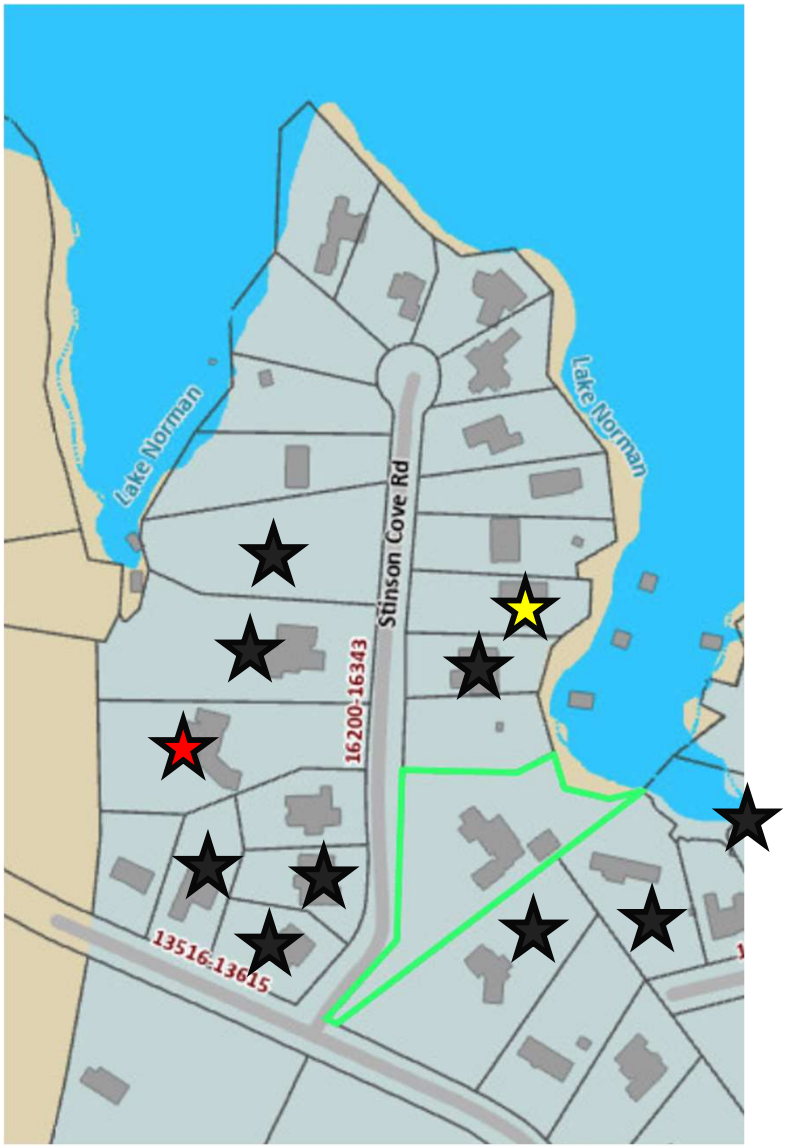
Addressing the Staff Concerns

Concern #1 — Noise
SUP can include:
- Daylight-only condition
- Flight path restrictions

Concern #2 — Precedent
- SUP inherently **prevents** precedent—each case stands alone.

Concern #3 — Compatibility
SUP ensures:
- Neighbor notification
- Public hearing
- Town-imposed compatibility requirements
- All mapped directly to staff concerns from last round.

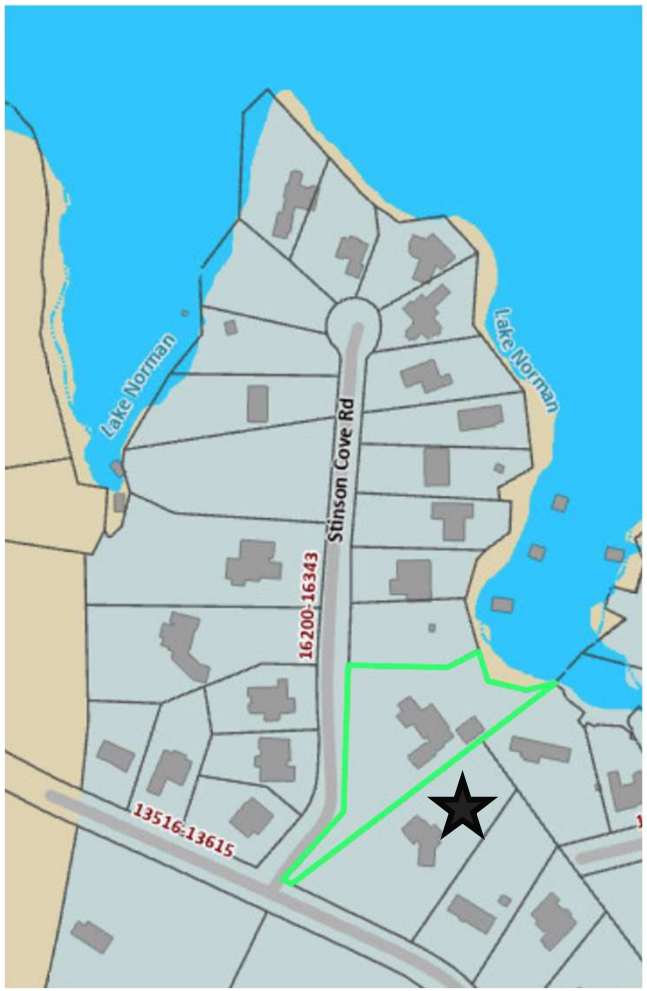
Town of Huntersville
NORTH CAROLINA



Neighbor Support

In an effort to share my proposal with additional neighbors on Stinson Cove Road and Hagers Ferry Road, I provided a written overview explaining the details of my request. I also offered a simple form letter that neighbors could choose to sign if they wished to express support, while making it clear that participation was entirely voluntary and that I fully respected anyone who chose not to support the proposal.

7: Support
1: Oppose
1: Neutral



Michael and Kristen Sigler
13621 Hagers Ferry Road

Neighbor Support

10/27/2025
Town of Huntersville Planning Department
101 Huntersville-Concord Road
Huntersville, NC 28078

Re: Support for Text Amendment – Helistop Conditional Use in GR Districts

Dear Members of the Planning Board and Town Commissioners,

As Todd Hirschfeld's next-door neighbor, I wanted to share my support for his request to allow limited, personal-use helicopter landings on his property through the proposed text amendment to Section 9.18 of the Huntersville Zoning Ordinance.

Our families have lived side-by-side for several years, and I can confidently say that Todd and his family are thoughtful, responsible neighbors who take great care of their home and our community. Todd has explained his proposal to us— including his commitment to daylight-only flights, no fueling or maintenance on site, and strict compliance with all FAA safety regulations.

From my perspective, this would have minimal impact on the neighborhood. The occasional landing or takeoff would be far less disruptive than everyday equipment like lawn mowers or leaf blowers, and I know Todd will handle it with the same level of professionalism and courtesy that he brings to everything he does.

I also appreciate that this request would still go through the Town's conditional use review, ensuring an appropriate level of oversight and accountability.

For these reasons, I fully support Todd's request and believe it is a reasonable, responsible proposal that aligns with Huntersville's commitment to balancing innovation, safety, and community character.

Sincerely,

Kristen Sigler

Kristen Sigler
13621 Hagers Ferry Rd.
Huntersville NC, 28078
KristenSigler@outlook.com
704-728-1295



Michael and Ronna Green
13801 Island Drive

Neighbor Support

Town of Huntersville Planning Department
101 Huntersville–Concord Road
Huntersville, NC 28078

Re: Support for Private-Use Helistop – Todd Hirschfeld

Dear Members of the Planning Board and Town Commissioners,

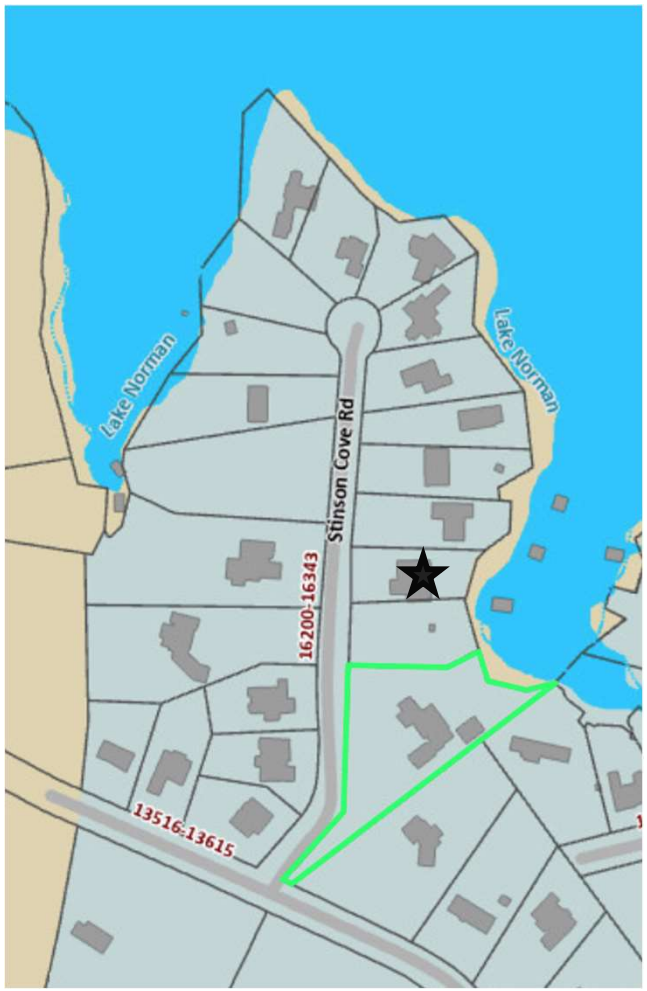
As Todd Hirschfeld's direct lakeside neighbor, I am writing to express my support for his request to allow personal-use helicopter landings on his property.

I have discussed Todd's proposal and have had the opportunity to ask questions and discuss any concerns. Based on the information provided, I am comfortable with the request and wish to show my support.

Sincerely,

Mike Green

13801 Island Drive
Huntersville, NC 28078



Stacy Cowan
16304 Stinson Cove Road

Neighbor Support

November 11, 2025

Town of Huntersville Planning Department

101 Huntersville-Concord Road

Huntersville, NC 28078

Re: Support for Text Amendment – Helistop Conditional Use in GR Districts

Dear Planning Board and Town Commissioners,

I am writing as the direct next-door neighbor to express my support for Todd Hirschfeld's request to amend Section 9.18 of the Town of Huntersville Zoning Ordinance to allow helistops as a conditional use within the General Residential (GR) zoning district.

Todd and his family have been long-time residents of our neighborhood, and they have consistently been considerate, community-minded neighbors. As I understand, the proposed helistop would be for occasional, personal use only, with no commercial operations, and Todd has made clear his intent to comply with all FAA safety and noise standards.

From my perspective as a neighbor, I do not believe this proposed use would negatively affect the character or enjoyment of our community. Helicopters already operate in and around Huntersville safely and I trust that Todd will continue to do so with the same care and respect he has shown as a homeowner.

In addition, I appreciate that this request goes through the conditional use process, allowing the Town to review each application individually to ensure neighborhood compatibility.

For these reasons, I fully support Todd's text amendment request and encourage the Town to approve this proposal.

Sincerely,

Stacy B. Cowan

16304 Stinson Cove Road

Huntersville Ford, NC 28078



James and Denise Deardorff
13527 Hagers Ferry Road

Neighbor Support

Support Letter for Todd Hirschfeld Application

To: Town of Huntersville Board of Commissioners

Subject: Support for Special Use Permit (Todd Hirschfeld Application)

Dear Commissioners,

We/I, the undersigned resident(s) and neighbors of Stinson Cove Road, respectfully submit this letter in support of **Todd Hirschfeld's request for a special use permit to allow a private-use helistop** on his property.

We have received Todd's letter explaining his proposal and have had the opportunity to ask questions and discuss any concerns. Based on the information provided, we are comfortable with the request and wish to show our support.

Request to the Board
We/I respectfully ask the Commissioners to **approve** Todd Hirschfeld's application for a special use permit.

We appreciate your time, thoughtful consideration, and service to our community.

Sincerely,

Name: James R. Deardorff

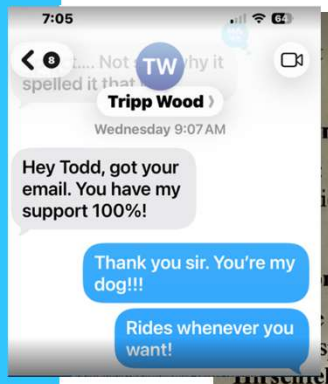
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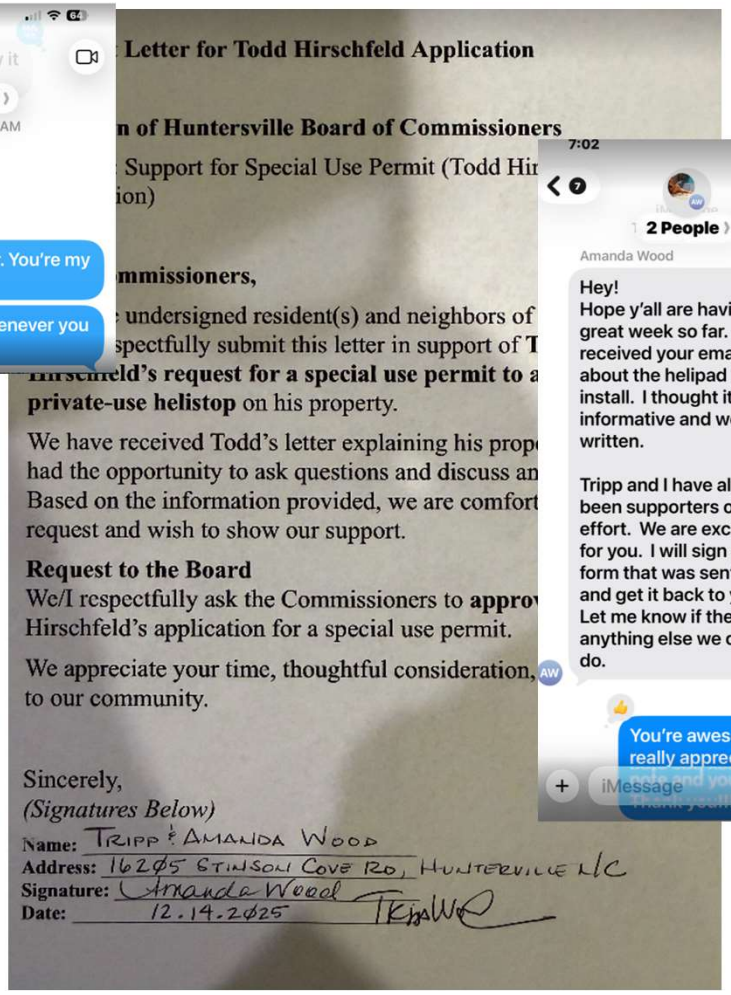
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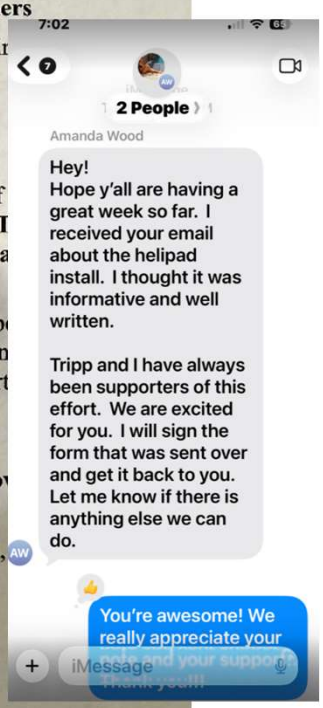
Neighbor Support



Tripp and Amanda Woods
16205 Stinson Cove Road







Neighbor Support



Joshua and Mitzi Haggas
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Support Letter for Todd Hirschfeld Application

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Subject: Support for Special Use Permit (Todd Hirschfeld Application)

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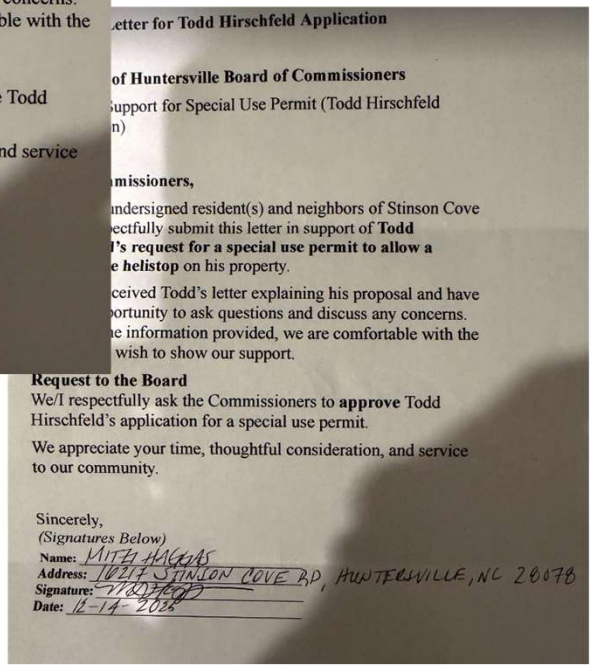
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We have received Todd's letter explaining his proposal and have had the opportunity to ask questions and discuss any concerns. Based on the information provided, we are comfortable with the request and wish to show our support.

Request to the Board
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Sincerely,
(Signatures Below)
Name: Joshua P. Haggas
Address: 16217 Stinson Cove Rd.
Signature:
Date: 12/14/25





Robert and Patricia Murphy
16311 Stinson Cove Road

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(Signatures Below)

Name: Robert S. Halter & Patricia A. Murphy
Address: 16311 Stinson Cove Rd
Signatures: Robert S Halter Patricia A. Murphy
Date: December 10, 2025



Robert and Patricia Murphy
16319 Stinson Cove Road

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Matthew Emanuel
16413 Twin Cove Drive

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Sincerely,
(Signatures Below)

Name: MATTHEW EMANUEL
Address: 16413 TWIN COVE DR.
Signature:
Date: 15-DEC-2025



Michael and Ellen Feldman
16303 Stinson Cove Road

Neighbor Support

MICHAEL S. FELDMAN, PHD
16303 STINSON COVE RD
HUNTERSVILLE, NC 28078-2605
(310) 488-0988
michaelfeldman@verizon.net

Nov. 4, 2025

City of Huntersville
Planning Commission
101 Huntersville-Concord Road
Huntersville, NC 28078

Re: Mr. Todd Hirschfeld
16220 Stinson Cove Road
Huntersville, NC 28078

Mr. Hirschfeld has discussed with me his intentions to build a helipad on his property for infrequent rotor craft landings.

As a neighbor, who lives diagonally across the street from him, I am in support of his request to obtain a permit to do so.

Should you require any additional information, please contact me directly.

Cordially,

Michael S Feldman, PhD

Mr. Feldman initially supported the proposal but later withdrew support due to a supposed misunderstanding regarding the proposed landing location. The helicopter landing is proposed on land, not on the dock.



Joey and Amber McMellon
16312 Stinson Cove Road

Neighbor Support

I had a thoughtful and productive conversation with Joey McMellon. We discussed his concerns openly, and he understands the intent and details of my proposal. While he has chosen not to formally support or oppose the request, I fully respect his position and appreciate the constructive dialogue.



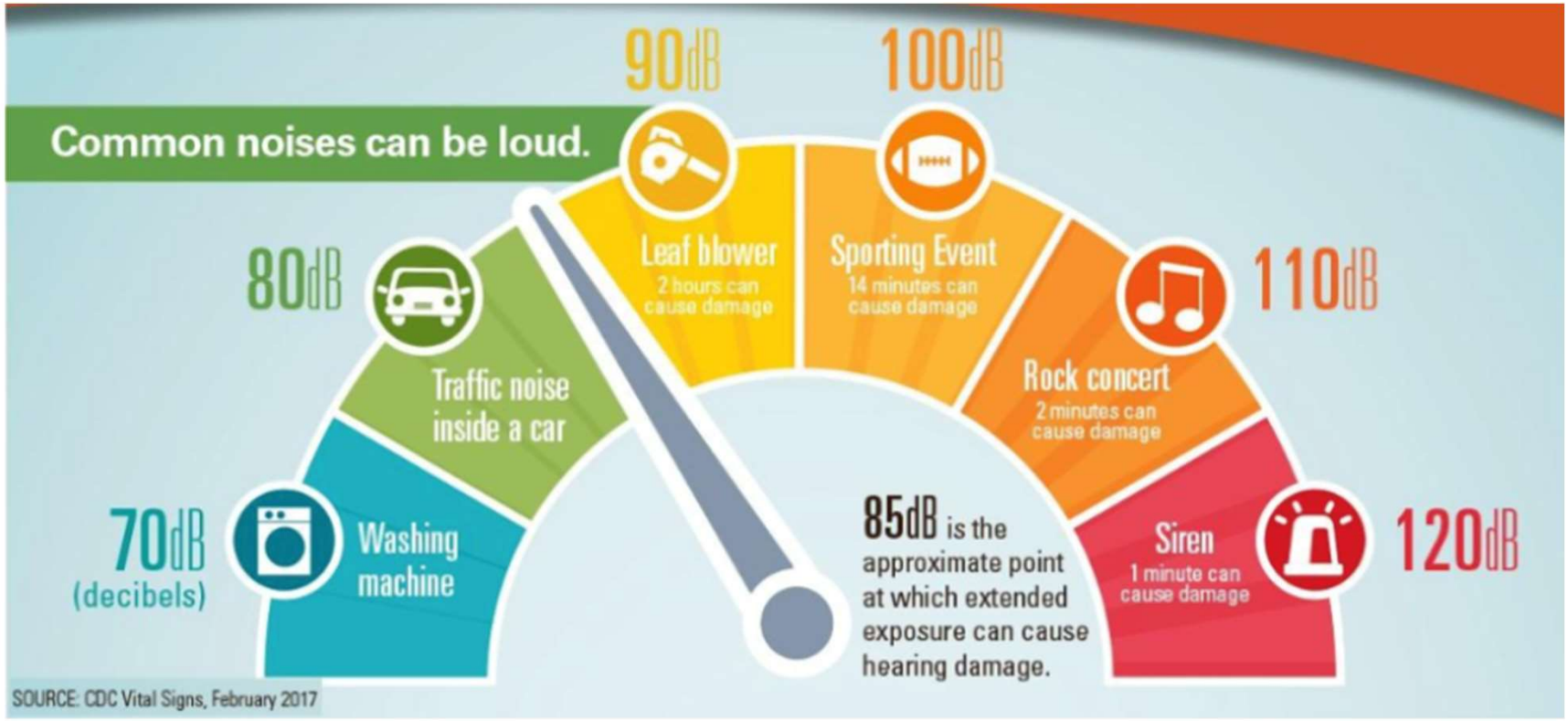




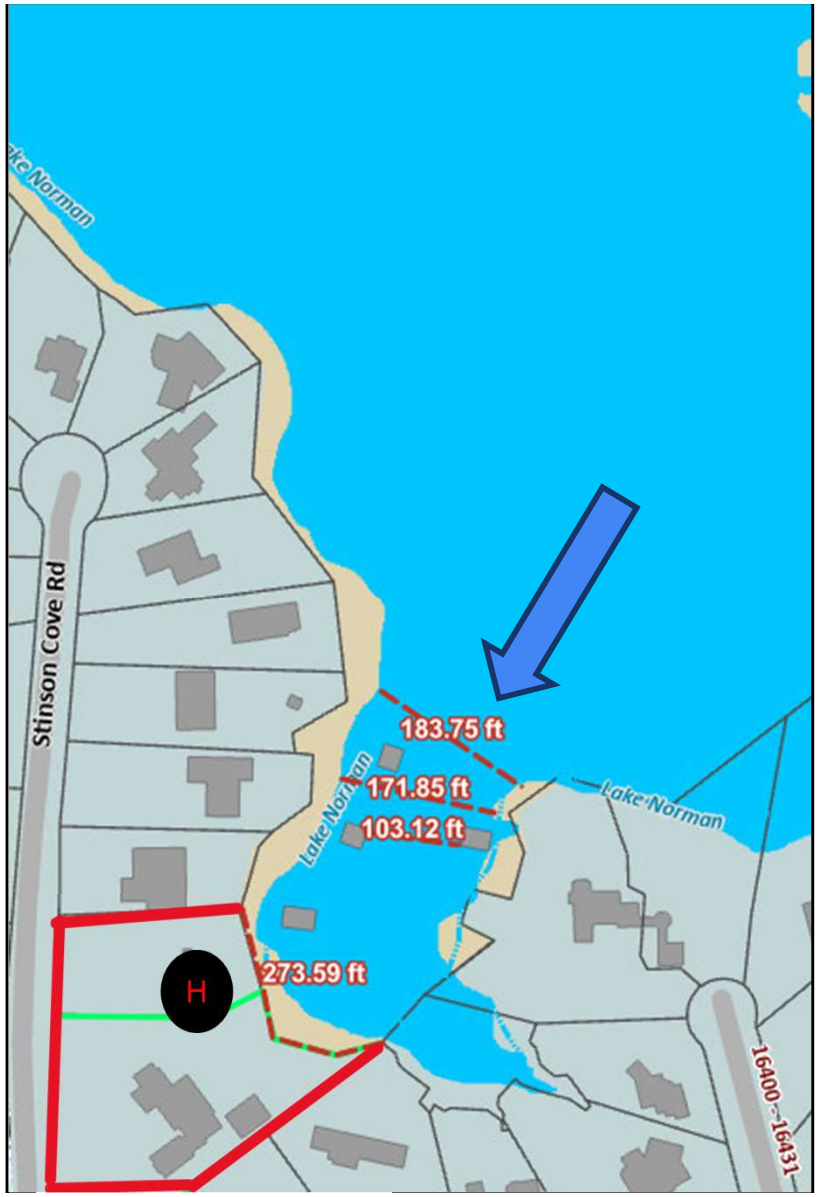
Helicopter		**Distance**
	Tractor	
70 Db.		100 Feet
	67Db.	
74 Db.		75 Feet
	74Db.	
76 Db.		50 Feet




Video Length: 1:06

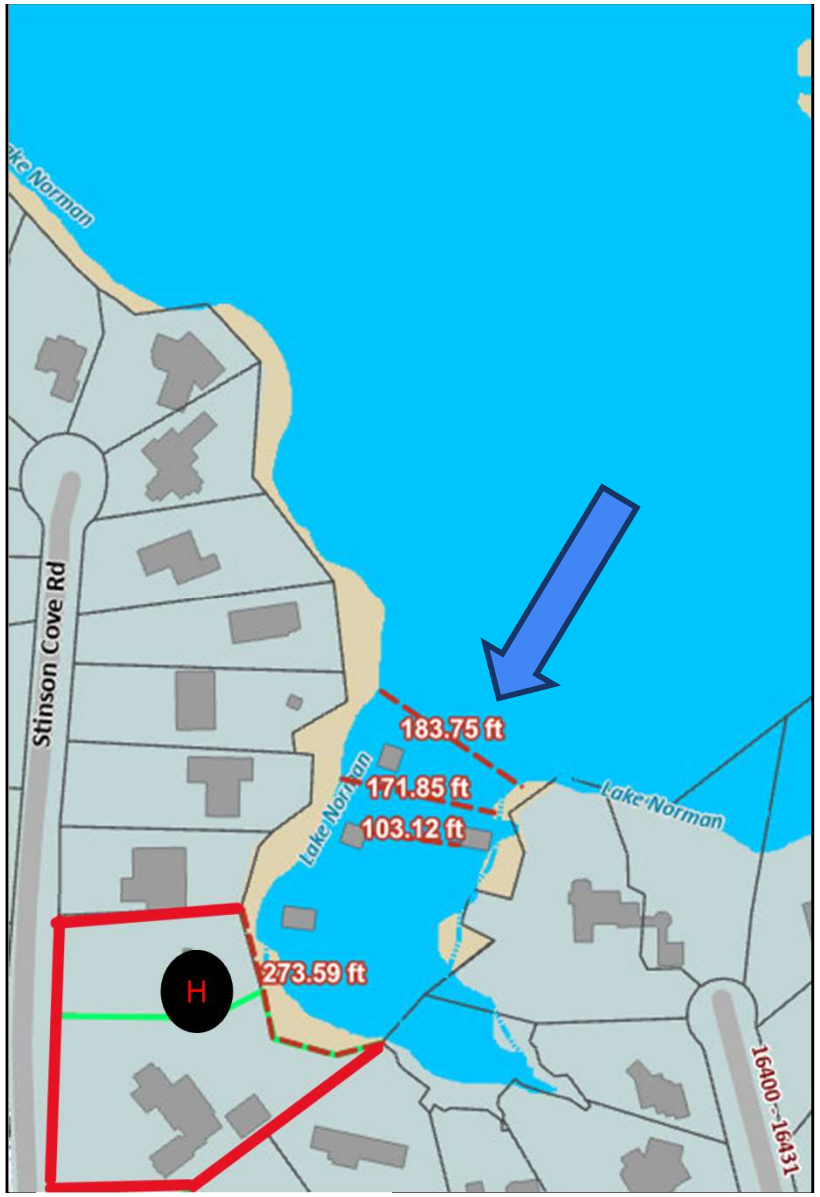

Common noises can be loud.
70dB
(decibels)
Washing machine
80dB
Traffic noise inside a car
90dB
Leaf blower
2 hours can cause damage
100dB
Sporting Event
14 minutes can cause damage
110dB
Rock concert
2 minutes can cause damage
120dB
Siren
1 minute can cause damage
85dB is the approximate point at which extended exposure can cause hearing damage.
SOURCE: CDC Vital Signs, February 2017

- While helicopters are not required to use airports, its helpful to note that a typical runway is 75 to 100 feet wide.
- With my two combined lots, I have over 273 feet of unobstructed shoreline, which provides a far greater safety buffer than a standard runway.
- My arrival and departure path is entirely over open water, not over homes, yards or structures.
- The flight path will always maintain 100 feet of lateral clearance.




2025-11-14 21:10:12
GPS:35.330464N,-80.592146W,650ft
IMU:X:0.182,Y:-0.871,Z:-10.277
Video Length: 1:40
N777WA
BOSE


150’
89’


Stinson Cove Rd
Lake Norman
Lake Norman
Lake Norman
183.75 ft
171.85 ft
103.12 ft
273.59 ft
H
16400 - 16431

✅ **RESPONSE #1: “Potential Nuisances: Noise and Wind”**

Noise:

- A landing or takeoff lasts under 60 seconds total.
- Measured noise levels (~80–95 dB) are comparable to:
  - A lawn mower
  - A leaf blower
  - A passing motorcycle
- Unlike those, helicopter noise is brief, not continuous for 30–60 minutes plus.

Wind:

- Rotor wash dissipates quickly over open water.
- My arrival/departure path is 100% over Lake Norman, not over homes, yards, or structures.
- No impact to landscaping, property, or safety of adjacent lots.

Town of Huntersville
NORTH CAROLINA

✅ **RESPONSE #2: “Tree Clearing Concerns”**

- Staff mentioned concerns about tree removal to create safe flight paths.
- My proposal requires minimal tree removal overall, and *no tree clearing* in the designated tree save area.
- The shorefront flight path is naturally open and unobstructed due to the lake.
- GIS measurement verifies 273.59 feet of shoreline

Town of Huntersville
NORTH CAROLINA

✅ **RESPONSE #3: “**Lack of Precedent in Huntersville**”**

Even though private helistops are less common in Huntersville, there is wide precedent immediately around the Town, including in bordering municipalities such as Cornelius and other Lake Norman communities.

These nearby private helipads:

- Have operated safely for years
- Coexist with residential neighborhoods
- Demonstrate that private-use helistops on lakefront lots can be compatible with surrounding homes
- Provide a meaningful comparison because the lot size, shoreline flight paths, and land-use patterns are nearly identical to Huntersville’s lakefront areas

Town of Huntersville
NORTH CAROLINA

✅ **RESPONSE #4: “Only One Local Municipality Allows Residential Helistops”**

Staff stated only Charlotte allows residential helistops, with a 400-ft setback.

- Charlotte is far more urbanized: tighter lot sizes and higher population density.
- Lake Norman’s shoreline lots — especially mine — offer **exceptionally safe, low-density conditions** with clear approach paths.
- Huntersville’s 2040 Plan encourages flexibility where compatibility exists.

Town of Huntersville
NORTH CAROLINA

What Has Changed Since the Original Submission

Community Engagement

- Met directly with neighbors
- Collected voluntary support signatures

Transparency & Data

- Provided detailed noise comparisons
- Recorded a real-world noise-impact demonstration video

Safety & Site Planning

- Showcased approach paths designed to maximize clearance
- Added voluntary operational limitations to mitigate concerns

Process Alignment

- Agreed to proceed under the SUP framework per Planning Committee guidance

Additional Community Benefit

- Demonstrated potential emergency-use value for neighbors and the Town



Todd Hirschfeld
16220 Stinson Cove Road
Huntersville, NC
704.400.4075



Request for Formal Consideration of a Special Use Permit (SUP)

Presented by: Todd Hirschfeld
Huntersville, NC Resident and FAA-Certified Helicopter Pilot

Recommendation

Due to the aforementioned concerns, staff recommends **denial** of the request.

If the Town Board would like to add helistops as accessory to residential uses, staff recommends they be permitted by way of Special Use Permit.

- Special Use Permits would allow the Town Board to review each application on a case by case basis, notify adjacent property owners of potential effects, and mitigate any identified nuisances.

Next Steps
Board Final Action is scheduled for December 16, 2025.

Slide: Becca Prichard presentation on November 19, 2025 – Town Planning committee.

Change of Direction

- I originally submitted a Text Amendment request because Huntersville's ordinance only allows helistops in Campus & Special Purpose Districts.
- On November 19th, the Planning Committee recommended that this would be more appropriately reviewed through a Special Use Permit (SUP) process.

I fully agree, and tonight I am here to formally request that the Town:

- Consider my application under the SUP framework, and
- Allow this use to be evaluated based on site-specific conditions, rather than a blanket ordinance change.



What an SUP Accomplishes for Everyone

Benefits to the Town:
- Full control over conditions and limitations
- Case-by-case review instead of changing ordinance language
- Ability to impose operational standards
- Ensures neighborhood compatibility

Benefits to Residents:
- Transparency
- Enforceable protections
- Clear expectations about use

Benefits to Me as the Applicant:
- A path that reflects the Town's guidance
- Ability to operate safely, responsibly, and with oversight

Town of Huntersville
NORTH CAROLINA

My Commitment to the Town & Neighbors

- Daylight-only operations
- No commercial, charter, or training flights
- No on-site fueling or maintenance
- All arrivals/departures over Lake Norman only
- No tree removal within designated tree-save areas
- Helistop limited to a single, fixed landing location
- Town retains authority to enforce or revoke SUP if conditions

Town of Huntersville
NORTH CAROLINA

Addressing the Staff Concerns

Concern #1 — Noise
SUP can include:
- Daylight-only condition
- Flight path restrictions

Concern #2 — Precedent
- SUP inherently **prevents** precedent—each case stands alone.

Concern #3 — Compatibility
SUP ensures:
- Neighbor notification
- Public hearing
- Town-imposed compatibility requirements
- All mapped directly to staff concerns from last round.

Town of Huntersville
NORTH CAROLINA



Neighbor Support

In an effort to share my proposal with additional neighbors on Stinson Cove Road and Hagers Ferry Road, I provided a written overview explaining the details of my request. I also offered a simple form letter that neighbors could choose to sign if they wished to express support, while making it clear that participation was entirely voluntary and that I fully respected anyone who chose not to support the proposal.

7: Support
1: Oppose
1: Neutral

Neighbor Support



Michael and Kristen Sigler
13621 Hagers Ferry Road

10/27/2025
Town of Huntersville Planning Department
101 Huntersville-Concord Road
Huntersville, NC 28078

Re: Support for Text Amendment – Helistop Conditional Use in GR Districts

Dear Members of the Planning Board and Town Commissioners,

As Todd Hirschfeld's next-door neighbor, I wanted to share my support for his request to allow limited, personal-use helicopter landings on his property through the proposed text amendment to Section 9.18 of the Huntersville Zoning Ordinance.

Our families have lived side-by-side for several years, and I can confidently say that Todd and his family are thoughtful, responsible neighbors who take great care of their home and our community. Todd has explained his proposal to us— including his commitment to daylight-only flights, no fueling or maintenance on site, and strict compliance with all FAA safety regulations.

From my perspective, this would have minimal impact on the neighborhood. The occasional landing or takeoff would be far less disruptive than everyday equipment like lawn mowers or leaf blowers, and I know Todd will handle it with the same level of professionalism and courtesy that he brings to everything he does.

I also appreciate that this request would still go through the Town's conditional use review, ensuring an appropriate level of oversight and accountability.

For these reasons, I fully support Todd's request and believe it is a reasonable, responsible proposal that aligns with Huntersville's commitment to balancing innovation, safety, and community character.

Sincerely,

Kristen Sigler

Kristen Sigler
13621 Hagers Ferry Rd.
Huntersville NC, 28078
KristenSigler@outlook.com
704-728-1295

Neighbor Support



Michael and Ronna Green
13801 Island Drive

Town of Huntersville Planning Department
101 Huntersville–Concord Road
Huntersville, NC 28078

Re: Support for Private-Use Helistop – Todd Hirschfeld

Dear Members of the Planning Board and Town Commissioners,

As Todd Hirschfeld's direct lakeside neighbor, I am writing to express my support for his request to allow personal-use helicopter landings on his property.

I have discussed Todd's proposal and have had the opportunity to ask questions and discuss any concerns. Based on the information provided, I am comfortable with the request and wish to show my support.

Sincerely,

Mike Green

13801 Island Drive
Huntersville, NC 28078

Neighbor Support



Stacy Cowan
16304 Stinson Cove Road

November 11, 2025

Town of Huntersville Planning Department

101 Huntersville-Concord Road

Huntersville, NC 28078

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In addition, I appreciate that this request goes through the conditional use process, allowing the Town to review each application individually to ensure neighborhood compatibility.

For these reasons, I fully support Todd's text amendment request and encourage the Town to approve this proposal.

Sincerely,

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16304 Stinson Cove Road

Huntersville Ford, NC 28078

Neighbor Support



James and Denise Deardorff
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Subject: Support for Special Use Permit (Todd Hirschfeld Application)

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Request to the Board
We/I respectfully ask the Commissioners to **approve** Todd Hirschfeld's application for a special use permit.

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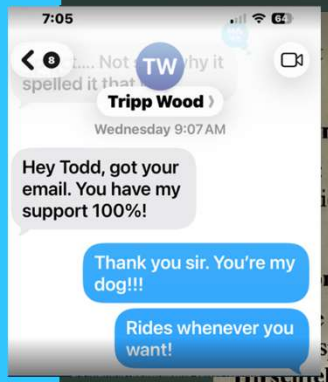
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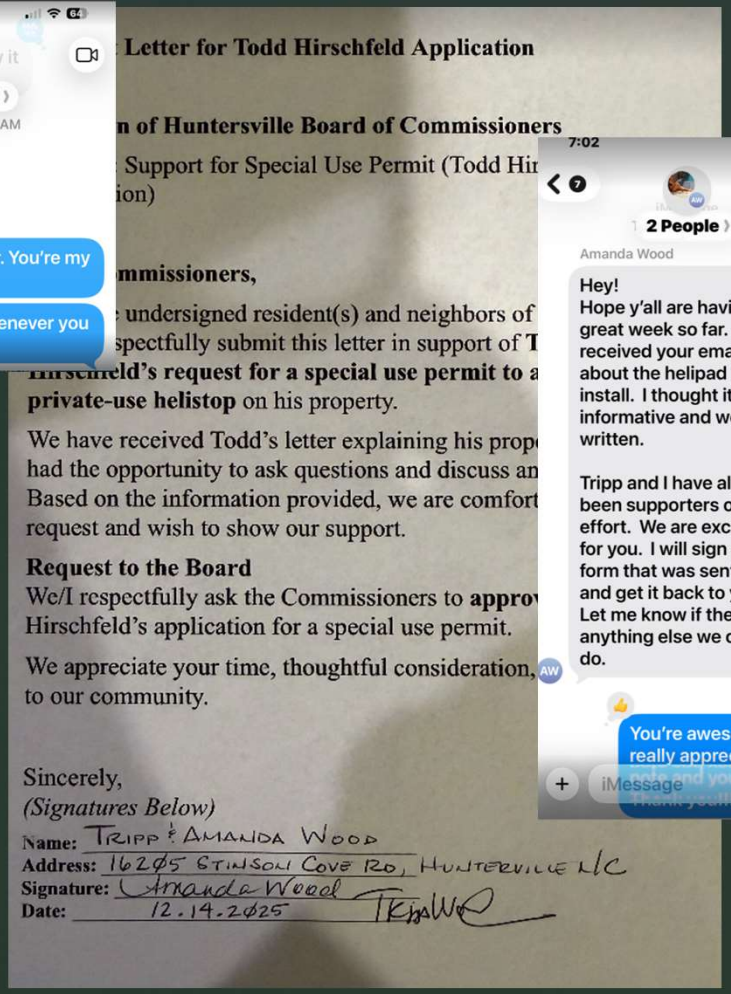
Signature: *James R. Deardorff*

Neighbor Support



Tripp and Amanda Woods
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Letter for Todd Hirschfeld Application

n of Huntersville Board of Commissioners

Support for Special Use Permit (Todd Hir
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Name: Tripp & Amanda Wood
Address: 16205 Stinson Cove Rd, Huntersville NC
Signature: Amanda Wood
Date: 12.14.2025



Neighbor Support



Joshua and Mitzi Haggas
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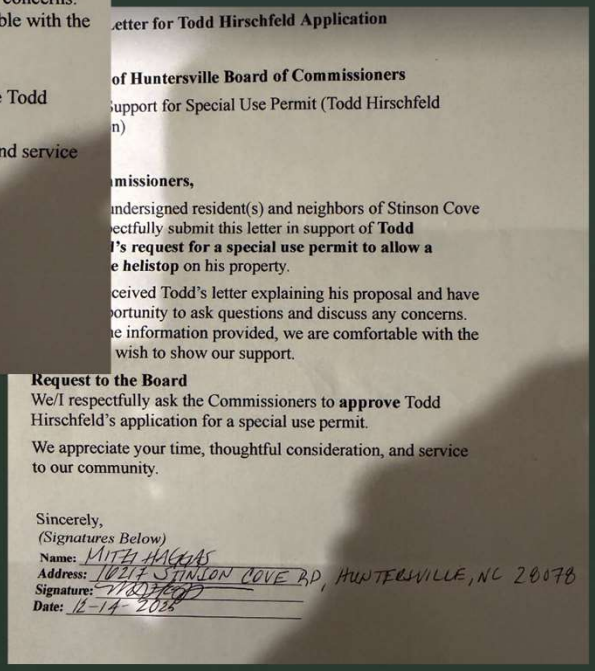
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Neighbor Support



Robert and Patricia Murphy
16311 Stinson Cove Road

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Matthew Emanuel
16413 Twin Cove Drive

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Neighbor Support



Michael and Ellen Feldman
16303 Stinson Cove Road

MICHAEL S. FELDMAN, PHD
16303 STINSON COVE RD
HUNTERSVILLE, NC 28078-2605
(310) 488-0988
michaelfeldman@verizon.net

Nov. 4, 2025

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Planning Commission
101 Huntersville-Concord Road
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Michael S Feldman, PhD

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Joey and Amber McMellon
16312 Stinson Cove Road

I had a thoughtful and productive conversation with Joey McMellon. We discussed his concerns openly, and he understands the intent and details of my proposal. While he has chosen not to formally support or oppose the request, I fully respect his position and appreciate the constructive dialogue.







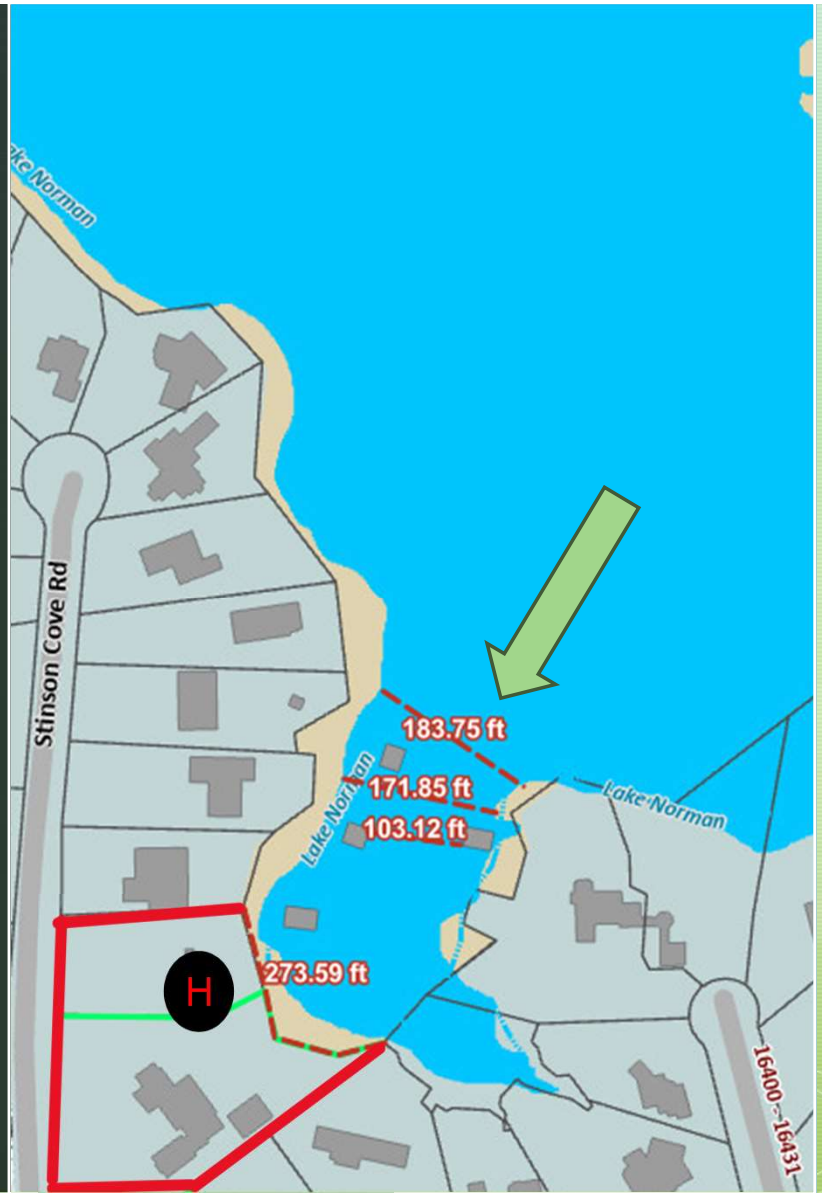
Helicopter	Distance	Tractor
70 Db.	100 Feet	67Db.
74 Db.	75 Feet	74Db.
76 Db.	50 Feet	76Db.
82 Db.	25 Feet	80Db.
92 Db.	< 5 Feet	93Db.




Video Length: 1:06

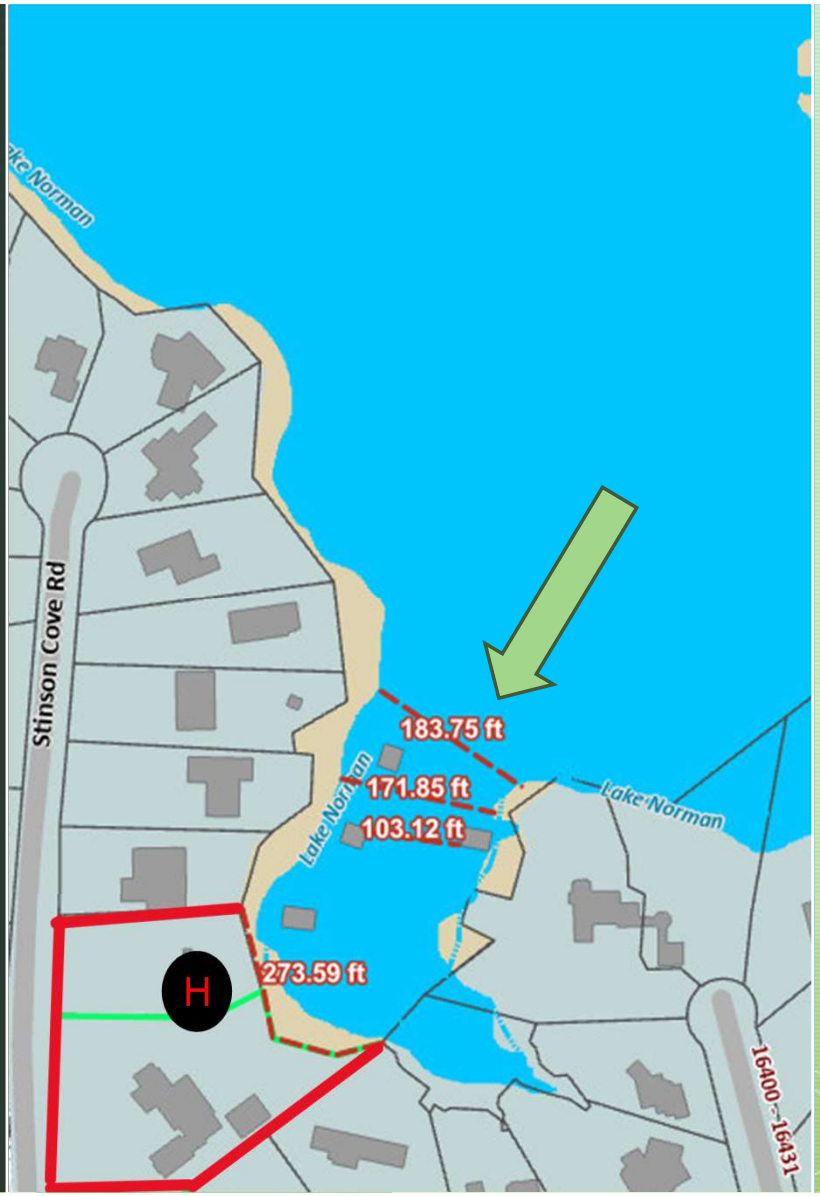

Common noises can be loud.
70dB
(decibels)
Washing machine
80dB
Traffic noise inside a car
90dB
Leaf blower
2 hours can cause damage
100dB
Sporting Event
14 minutes can cause damage
110dB
Rock concert
2 minutes can cause damage
120dB
Siren
1 minute can cause damage
85dB is the approximate point at which extended exposure can cause hearing damage.
SOURCE: CDC Vital Signs, February 2017

- While helicopters are not required to use airports, its helpful to note that a typical runway is 75 to 100 feet wide.
- With my two combined lots, I have over 273 feet of unobstructed shoreline, which provides a far greater safety buffer than a standard runway.
- My arrival and departure path is entirely over open water, not over homes, yards or structures.
- The flight path will always maintain 100 feet of lateral clearance.




2025-11-14 21:10:12
GPS:35.330464N,-80.592146W,650ft
IMU:X:0.182,Y:-0.871,Z:-10.277
Video Length: 1:10
BOSE


150’
89’


Stinson Cove Rd
Lake Norman
Lake Norman
Lake Norman
183.75 ft
171.85 ft
103.12 ft
273.59 ft
H
16400 - 16431

✅ **RESPONSE #1: “Potential Nuisances: Noise and Wind”**

Noise:

- A landing or takeoff lasts under 60 seconds total.
- Measured noise levels (~80–95 dB) are comparable to:
  - A lawn mower
  - A leaf blower
  - A passing motorcycle
- Unlike those, helicopter noise is brief, not continuous for 30–60 minutes plus.

Wind:

- Rotor wash dissipates quickly over open water.
- My arrival/departure path is 100% over Lake Norman, not over homes, yards, or structures.
- No impact to landscaping, property, or safety of adjacent lots.

Town of Huntersville
NORTH CAROLINA

✅ RESPONSE #2: “Tree Clearing Concerns”

- Staff mentioned concerns about tree removal to create safe flight paths.
- My proposal requires minimal tree removal overall, and *no tree clearing* in the designated tree save area.
- The shorefront flight path is naturally open and unobstructed due to the lake.
- GIS measurement verifies 273.59 feet of shoreline

Town of Huntersville
NORTH CAROLINA

✅ **RESPONSE #3:** “Lack of Precedent in Huntersville”

Even though private helistops are less common in Huntersville, there is wide precedent immediately around the Town, including in bordering municipalities such as Cornelius and other Lake Norman communities.

These nearby private helipads:

- Have operated safely for years
- Coexist with residential neighborhoods
- Demonstrate that private-use helistops on lakefront lots can be compatible with surrounding homes
- Provide a meaningful comparison because the lot size, shoreline flight paths, and land-use patterns are nearly identical to Huntersville’s lakefront areas

Town of Huntersville
NORTH CAROLINA

✅ RESPONSE #4: “Only One Local Municipality Allows Residential Helistops”

Staff stated only Charlotte allows residential helistops, with a 400-ft setback.

- Charlotte is far more urbanized: tighter lot sizes and higher population density.
- Lake Norman’s shoreline lots — especially mine — offer **exceptionally safe, low-density conditions** with clear approach paths.
- Huntersville’s 2040 Plan encourages flexibility where compatibility exists.

Town of Huntersville
NORTH CAROLINA

What Has Changed Since the Original Submission

Community Engagement

- Met directly with neighbors
- Collected voluntary support signatures

Transparency & Data

- Provided detailed noise comparisons
- Recorded a real-world noise-impact demonstration video

Safety & Site Planning

- Showcased approach paths designed to maximize clearance
- Added voluntary operational limitations to mitigate concerns

Process Alignment

- Agreed to proceed under the SUP framework per Planning Committee guidance

Additional Community Benefit

- Demonstrated potential emergency-use value for neighbors and the Town



Todd Hirschfeld
16220 Stinson Cove Road
Huntersville, NC
704.400.4075

EXHIBIT
10H-1

TA25-11 Garages and Mechanical Equipment

December 16, 2025

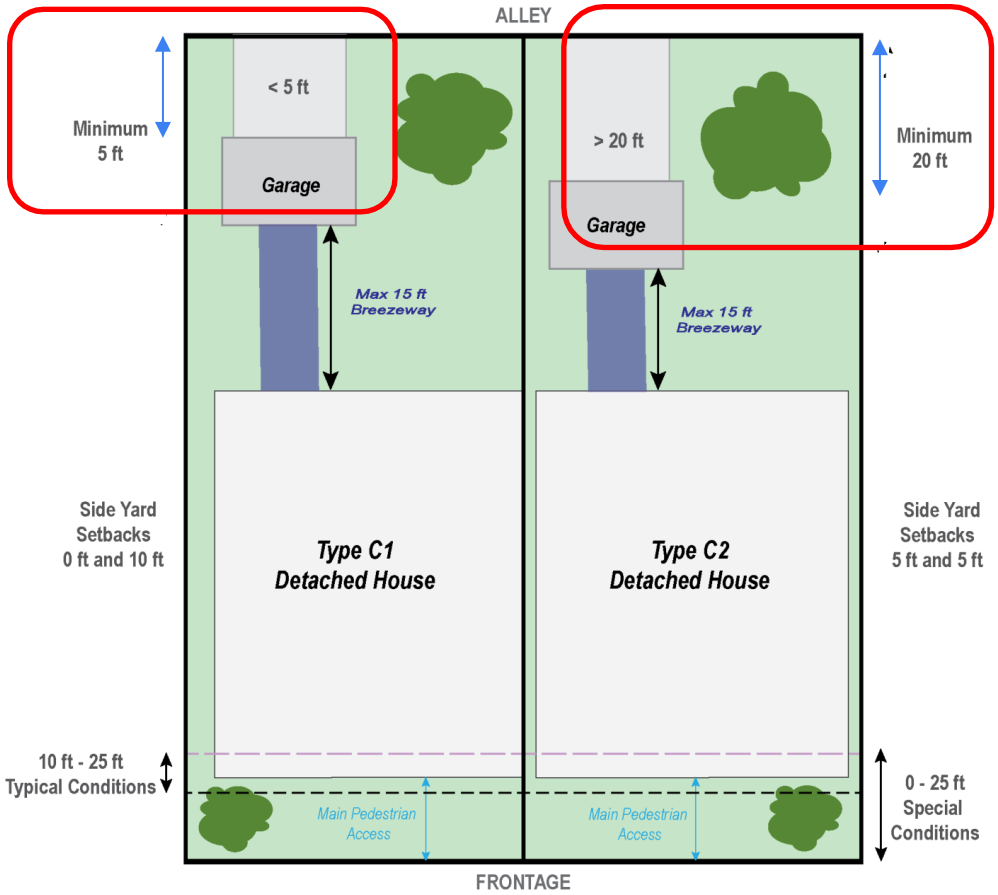
Proposed By: Northwood Ravin

Town of Huntersville
NORTH CAROLINA

Goals

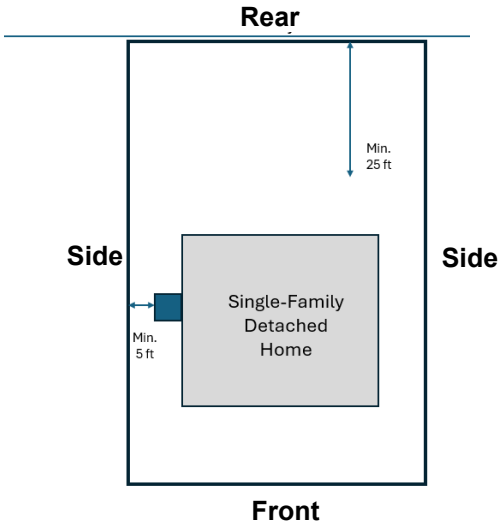
- Revise requirements for attached garages
- Revise requirements for mechanical equipment for single-family detached homes

Type C1 & C2

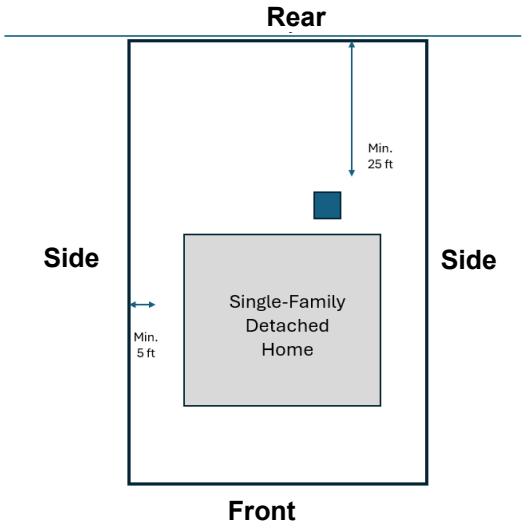

ALLEY
< 5 ft
Minimum
5 ft
Garage
Max 15 ft
Breezeway
> 20 ft
Minimum
20 ft
Garage
Max 15 ft
Breezeway
Side Yard
Setbacks
0 ft and 10 ft
Type C1
Detached House
Type C2
Detached House
Side Yard
Setbacks
5 ft and 5 ft
10 ft - 25 ft
Typical Conditions
Main Pedestrian
Access
Main Pedestrian
Access
0 - 25 ft
Special
Conditions
FRONTAGE

Proposed Options for Mechanical Equipment

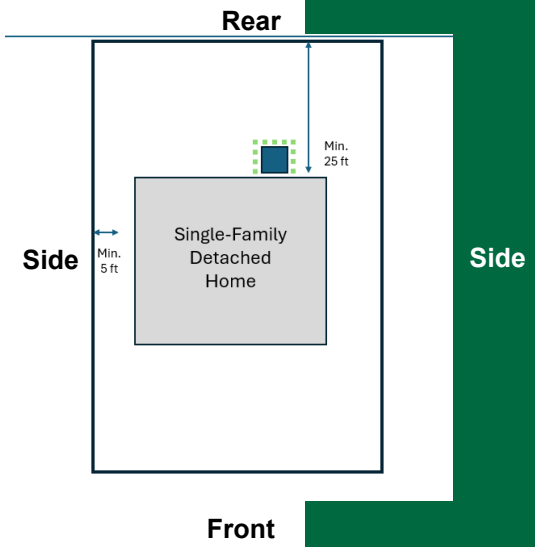
Option 1



Option 2

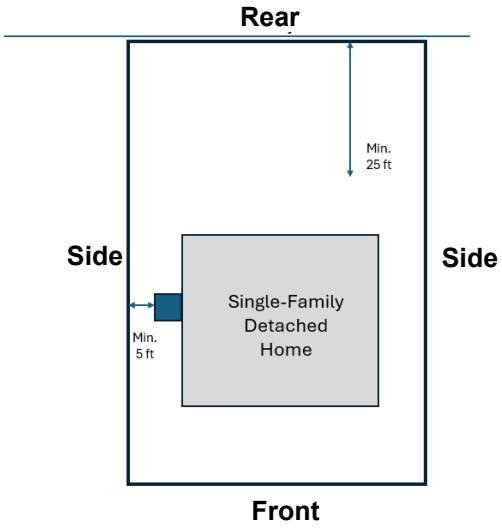


Option 3

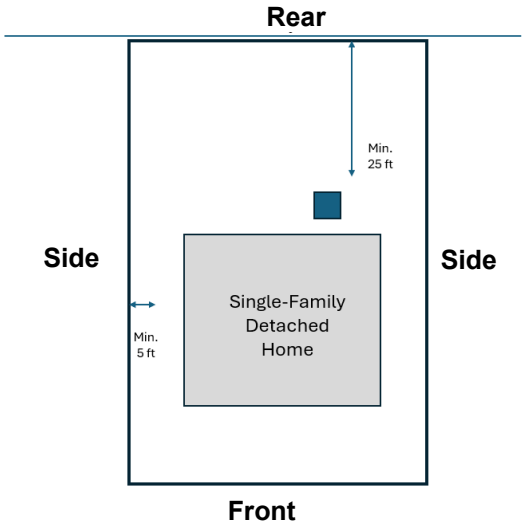


Planning Board

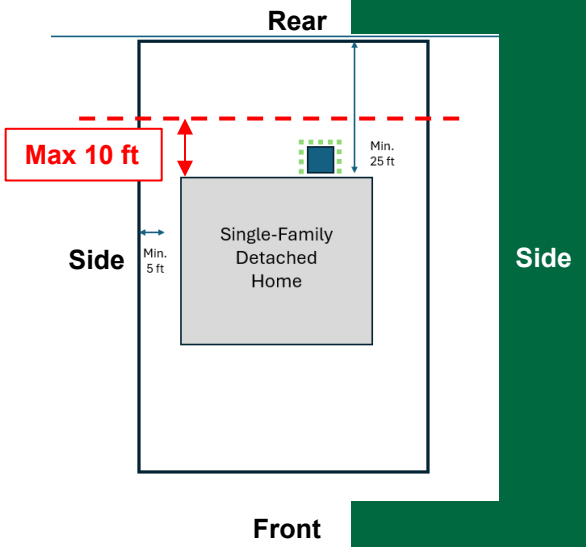
Option 1



Option 2



Option 3



Thank You

Questions?

Town of Huntersville
NORTH CAROLINA



Timeline

- **Public Hearing**
  November 18, 2025
- **Planning Board**
  November 19, 2025
- **Town Board Final Action**
  December 16, 2025

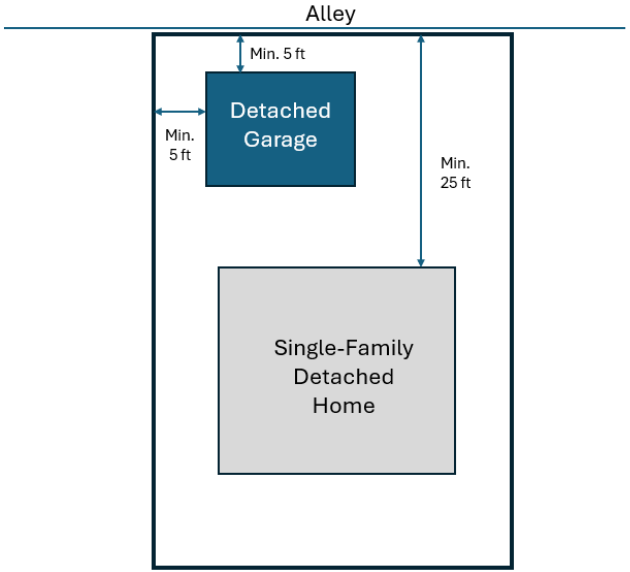
Consistency with 2040 Plan

- **LU-8.1: Continue to emphasize form and flexibility in development regulations for these areas.** Staff Comment: This proposed text amendment would allow minimal setbacks for single-family detached home on a lot with primary access from an alley includes a garage attached via breezeway.

- **LU-8.2: Evaluate and strengthen incentives to encourage the achievement of higher design standards.** Comment: This text amendment would allow flexibility for the encroachment of mechanical equipment into rear-yards, but would encourage the higher standard of screening mechanical equipment from view from the public street or publicly-accessible alleys.

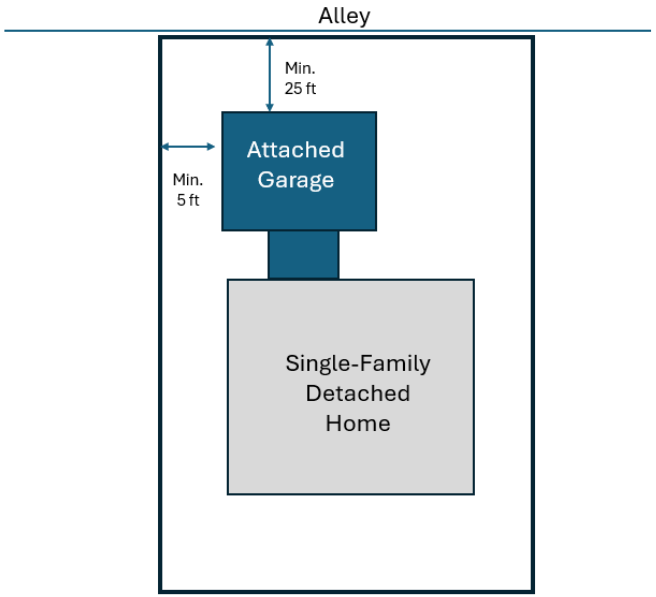
Current Standards – Accessory Structures

- Total area of all accessory structures ≤ total heated area of the first floor of the home
- Located in side or rear yard
- Minimum setback 5 feet from adjoining property lines



Current Standards – Attached Garages

- No size maximum
- No location requirement
- Subject to setbacks of home



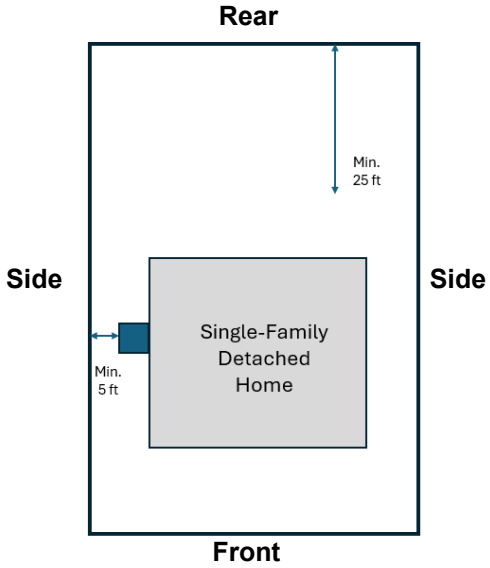
Mechanical Equipment

Article 4.9

Mechanical equipment shall not encroach into any required **front or side** setback **or build-to-ranges**. **Mechanical equipment may encroach in the required rear setback. Mechanical equipment that encroaches into a rear setback shall be screened from view from the public street or publicly-accessible alleys at-grade.**

Current Options for Mechanical Equipment

Option 1



Option 2

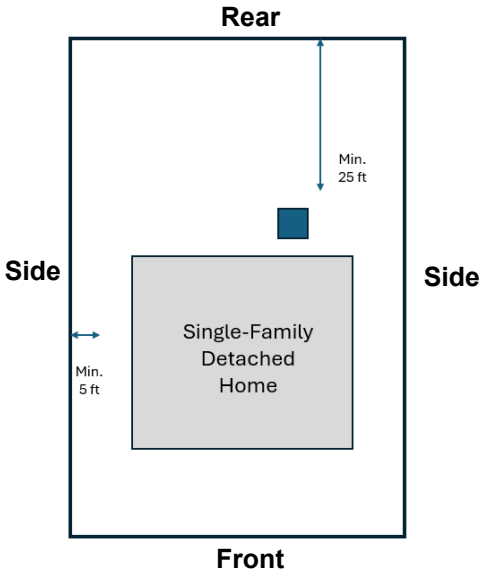


EXHIBIT
10I-1

TA25-12

Articles 4.9 & 8.16 (Detached Garages)

December 16, 2025

Town of Huntersville
NORTH CAROLINA

Background

Applicant: Town of Huntersville

This text amendment would allow detached garages to be located in any yard on lots five acres or larger and the structure can’t be seen from the road.

Recommendations

Planning Board (November 19, 2025)
The Planning Board unanimously recommended approval of the text amendment.

Staff
Staff recommends approval of the text amendment.

Thank You

Questions?

Town of Huntersville
NORTH CAROLINA



Ordinance

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 4.9 of the Zoning Ordinance is hereby amended to be modified as follows:

Article 4.9

1. Buildings shall be placed on the lot within zone represented by the hatched area except in R & TR zone, where min. front setback is 20'. Along new streets, the build-to line shall be a minimum of 10' behind street ROW. Along existing streets, front build-to lines of new buildings shall be equal to the average setbacks of existing buildings on the same side of the street within 300'. Where the average setback of existing buildings within 300' exceeds 50' the setback of any new building may vary up to 20' from the setback of an adjacent building, existing or proposed, in order to negotiate a gradual transition to a different building setback. Only in the most exceptional circumstances having to do with extreme topography or very special design composition may these rules of residential building placement be varied.
2. Garages may be detached (entered from front or rear), or attached to the main dwelling, with or without habitable rooms above. Front loaded garages, if provided, shall meet the standards of Section 8.16.
3. A detached garage may be located only in the rear yard. See Article 8.16.
4. Points of permitted front or rear access to parking indicated by arrows. On corner lots, sideyard access is also permitted.
5. Main pedestrian access to the building is from the street. Secondary access may be from parking areas.
6. For buildings set back from the sidewalk, balconies, stoops, stairs, open porches, bay windows, and, and awnings are permitted to encroach into the front setback area up to 8'.
7. Sideyard setback is ~~8~~12' in the R zone & 6' in the TR zone.

Background

Article 8.16.7

- Attached Garages:
  - Requires garages for more than two cars to either be detached and located in the rear yard or rear loading if attached to the side. (Current)
  - Removed to better align with State Statute regarding single family home regulations.
- Detached Garages:
  - Only allows detached garages to be placed in the rear yard. (Current)
  - Allows for detached garages to be placed in any yard as long as the lot is five acres or larger and the structure can't be seen from the road. (Proposed)
    - Smaller lots and lots without proper screening will still be required to place detached garages in the rear yard.

Ordinance

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 8.16 of the Zoning Ordinance is hereby amended to be modified as follows:

Article 8.16

7. Detached Garage Location:

a. Detached garages may only be placed in the established rear yard. ~~Garages for more than two cars must be detached and located in the established rear yard or be attached side or rear loading~~

~~7.~~b. Detached garages may be placed in any yard on lots five acres or greater in size provided they cannot be seen from the public street.

2040 Community Plan

LU 8.1

“Continue to emphasize form and flexibility in development regulations…”

Staff believes this text amendment is consistent with the 2040 Community Plan.

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Call Public Hearing for Sale of Property For Economic Development

---

EXPLAIN REQUEST:

Call a public hearing to consider selling all or a portion of Tax Parcels 019-031-15 and 019-031-16 for economic development.

ACTION RECOMMENDED:

Call public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Call Public Hearing on Petition #ANNEX 25-03

EXPLAIN REQUEST:

Call a public hearing for Tuesday, February 3, 2026, at 6:00 p.m. at Huntersville Town Hall on Petition #ANNEX 25-03, a request by the Town of Huntersville, for the contiguous annexation of two parcels identified as 01926598 and 01905103.

ACTION RECOMMENDED:

Call a public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Call a Public Hearing on Petition #ANNEX 26-01

EXPLAIN REQUEST:

Call a public hearing for February 3, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition #ANNEX 26-01, a request by Cambridge-Prosperity, LLC, for the contiguous annexation of a parcel #02119101, located on Eastfield Road.

ACTION RECOMMENDED:

Call a public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Becca Prichard, Planner II

Subject: Call a Public Hearing on Petition #ANNEX 26-02

EXPLAIN REQUEST:

Call a public hearing for February 3, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, on Petition #ANNEX 26-02, a request by KB Home Charlotte, Inc, for the contiguous annexation of five parcels identified as 02121127, 02121128, 02121129, 02121130, and 02121131.

ACTION RECOMMENDED:

Call a public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Nathan Farber, Senior Planner

Subject: Call a Public Hearing Petition #R25-14: Dash In Gas Station

---

EXPLAIN REQUEST:

Call a public hearing for February 3, 2026 at 6:00 pm at Huntersville Town Hall, Huntersville, NC 28078, on Petition #R25-14, a request by Dash In Food Stores, Inc. to rezone +/- 2.67 acres at the corner of Hambright Rd and Statesville Rd (Parcel #017015123) from Corporate Business with Conditions (CB-CD) to Highway Commercial with Conditions (HC-CD) for a convenience store with gasoline sales and an accessory car wash.

ACTION RECOMMENDED:

Call Public Hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: R25-15 Old Statesville Road Mixed Use

EXPLAIN REQUEST:

Call a public hearing for February 3, 2026, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078, on Petition #R25-15 Old Statesville Road Mixed Use (Parcel #'s-01707207,01707240,01707239,01707238,01707237, 01707236), a request by High Street District Development, Inc. to rezone +/- 11.87 acres on Old Statesville Road from Highway Commercial-Conditional District and Neighborhood Residential (HC-CD & NR) to Neighborhood Center-Conditional District (NC-CD) for a Mixed Use Development.

ACTION RECOMMENDED:

Call a public hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: Call Public Hearing on Petition #R25-16: Knox Crossing

---

EXPLAIN REQUEST:

Petition #R25-16 is a request by the property owners to rezone +/- 44 acres (PID:01121105 and 01121106) on the northeast corner of Sam Furr Road and Old Statesville Road from Corporate Business Conditional District (CB-CD) to Highway Commercial Conditional District (HC-CD) and Transit Oriented Development-Residential Conditional District (TOD-CD) for a commercial and multi-family development.

ACTION RECOMMENDED:

Call a public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: Electric System On-Call Engineering Services Contract

---

EXPLAIN REQUEST:

The Town issued a request for qualifications (RFQ) for on-call engineering services for its electric system on December 8, 2025. One response was received by the deadline of December 22, 2025. The respondent is Southeastern Consulting Engineers. This is the firm currently performing these services on behalf of the Town and Electricities as the current manager of our system and they work with a number of other public power communities in the region. The current contract for on-call services expired December 31, 2025. This is for a 3-year contract with a not to exceed amount based on previous year's projects requiring engineering services. Actual costs will be incurred as services rendered.

ACTION RECOMMENDED:

Approve contract.

FINANCIAL IMPLICATIONS:

Not to Exceed $450,000 over 3 years.

ATTACHMENTS:

1. RFQ for On-Call Electrical Engineering Services
2. SEC On Call Contract for Board Approval_Final

REQUESTS FOR QUALIFICATIONS ("RFQ") FOR ELECTRICAL ENGINEERING

TOWN OF HUNTERSVILLE, NORTH CAROLINA

1.0 PURPOSE & PROJECT DESCRIPTION

The Town of Huntersville, NC (the "Town") is soliciting qualified Electrical Engineering Firms to provide on-call engineering and design services for the Electric Systems Department.

The Town of Huntersville may select up to two (2) firms to provide on-call engineering and design services. The period covered by the selection will be three (3) years from the date of contract acceptance. Individual project assignments will be determined at the discretion of the Town. Utilization of any selected firm is at the discretion of the Town. The total amount of work performed under each contract shall not exceed $450,000.00. Work under a contract shall be assigned on an as-needed basis to be determined by the Town in its sole and absolute discretion. Contract award does not authorize Notice to Proceed (NTP). Should a contract be activated, the Town will issue a formal NTP on a task order basis. After firm(s) are selected, selected firms will submit pricing proposals when contacted.

2.0 SCOPE OF SERVICES

ElectriCities of North Carolina manages the day-to-day operations of the electric utility system for the Town of Huntersville. The Town's electric system consists of approximately 9,200 customers, with a peak loading of 64.5 MW. With three delivery points and a fourth delivery under construction, the system supplies power to over 150 miles of line. The Town Capital Improvement Plans dictate considerable infrastructure investment in the next five years to serve growing energy demand.

The services and projects anticipated may include, but are not limited to; electric engineering analysis; design of electric facilities; system studies; long range work plans; construction plans and specifications; electrical transmission; distribution, and substations design; generation systems; SCADA systems; operational equipment; process improvements; energy consumption analysis; arc flash studies; relay and post fault analysis and other electrical review as required.

3.0 SELECTION PROCESS / SCHEDULE

3.1 The selection of a Firm to provide the desired services will be handled in accordance with the following process:

a. Submission and review of the submitted statements of qualifications ("SOQs") by the Town.
b. The Town will rank all firms.
c. The Town may, at its discretion, conduct interviews of the firms.
d. The firms will be contacted in order of ranking. If the Town and the top 1 or 2 ranked firms cannot agree on a contract, then the next ranked firm will be contacted and so on.

3.2 Advertisement

The RFQ and any addendum and/or clarifications will be posted on the following website: http://www.huntersville.org
In addition, a copy of the RFQ and any addendum may be obtained by sending an e-mail to Tricia Foster, Purchasing & Contracts Administrator, Town of Huntersville, PO Box 664, Huntersville, NC 28070 (tfoster@huntersville.org).

4.0 NOTIFICATION OF INTEREST AND INQUIRIES/QUESTIONS

4.1 Notification of Interest / Addenda

Firms interested in submitting a SOQ in response to this RFQ must immediately notify Tricia Foster by mail or e-mail (see 4.2) in order to place the firm's name, address, and contact information (including e-mail address) on a Notification of Interest list for distribution of possible addenda to this RFQ.

4.2 Inquiries/Questions and Deadline

All inquiries/questions regarding this RFQ must be directed to Tricia Foster by e-mail (tfoster@huntersville.org) and must reach her office by noon on December 15, 2025 in order to be considered for a response. To ensure fair consideration and equal access to information for all firms, the questions and answers will be sent via e-mail to each firm who has submitted a "Notification of Interest." Any other contact in reference to this RFQ, prior to the time an award decision has been made, will result in disqualification of the firm. Oral answers will not be authoritative.

5.0 QUALIFICATIONS SUBMITTAL

All SOQs must be received by December 22, 2025. No SOQs will be accepted after this deadline.

5.1 Submittal Material

If your firm would like to be considered for providing the required services for the Town, please submit one (1) electronic copy of your Qualifications Package to tfoster@huntersville.org and three (3) bound copies of your Qualifications Package to:

Mailing address: Town of Huntersville
Attn: Tricia Foster
PO Box 664
Huntersville, NC 28070

Title on Package: RFQ – On Call Electrical Engineering Services

5.2 Notification

The selected firm will be notified via email in early January.

5.3 Board Approval

The Town will enter into negotiations for the Engineering Services Agreement with the selected firm. Upon successful negotiations, the Town Board will consider authorizing the Town Manager to enter into agreements with the selected firms. It is anticipated that any agreement for services with the selected firm will be executed utilizing the Town of Huntersville Contract for On- Call Professional Engineering Services, hereto attached as Attachment A.

6.0 EVALUATION

Firms submitting SOQs to perform the desired services will be evaluated based upon certain considerations. The following considerations, with the weighted importance, will be utilized to select firms from those submitting an SOQ:

1. The firm's recent experience, knowledge, and familiarity in the engineering and design of electric infrastructure projects, with emphasis on work performed in a local government setting within the Carolinas region. – 35%

2. The successful qualifications and experience of the directly assigned key personnel. With emphasis on the ability to work across multiple platforms including; engineering analysis, design of electric facilities, system studies, long range work plans, construction plans and specifications, electrical transmission, distribution, and substations design, generation systems, SCADA systems, process improvements, upgrades, energy consumption analysis, arc flash studies, relay and post fault analysis, and other electrical review as required. – 30%

3. The firm's ability to meet a time schedule established for the work. - 20%

4. The firm's ability to provide needed human resources for many projects occurring simultaneously. - 5%

5. The firm must demonstrate a high ethical and professional standing and must have performed satisfactorily on any previous contracts with the Town of Huntersville, if applicable, including a positive client relationship, commitment to the project budget and sufficient supervision of the construction project. - 10%

North Carolina firms qualified to do the required work will be given priority consideration. A North Carolina firm is a firm whose principal place of business is in North Carolina, staffed with an adequate number of employees with the appropriate expertise judged by the Town to be capable of performing a majority of the work required, who pays unemployment or income taxes in North Carolina.

7.0 SUBMITTAL DOCUMENT REQUIREMENTS

All SOQs are limited to twenty-five (25) pages inclusive of the cover sheet and shall be typed on 8 ½" x 11" sheets, single-spaced, one sided. SOQs containing more than 25 pages will not be considered. Firms submitting SOQs are encouraged to carefully check them for conformance to the requirements above. If SOQs do not meet all of these requirements, they will be disqualified.

7.1 Qualification Statements should clearly and concisely address the following:

- Firm name and location of office where work will be performed. Please include a summary of available personnel at the office where work will be performed.
- Brief overview and history of the firm.
- Experience in engineering, planning, design, and construction management of local government electric utility infrastructure projects including but not limited to substation design, procurement and construction; up to 115KV

transmission line siting, design, procurement and construction; distribution voltage design and construction; renewable energy interconnection project analysis and design.

- Experience in planning, design, and construction of publicly funded governmental projects in North Carolina.
- Experience in selection and development of unimproved land for delivery station, substation, generation and energy storage projects.
- Experience and knowledge of all pertinent local regulations and codes.
- Qualifications and experience detail for key personnel that will be directly assigned to Town projects. Qualifications and experience detail for the personnel that will act as back-up in the event the directly assigned personnel are unavailable. Provide detail of availability of the key personnel that will be directly assigned to Town projects.
- The extent of engineering and/or design work that may be sub-contracted to other engineering firms. Provide the name, location and discipline of each possible sub-contracted consultant.
- Provide historical data on at least five major electric infrastructure projects completed over the past five years within the Carolinas region, showing project scope and schedule performance. Provide client references for the projects. Include name, address, telephone number and contact person most involved with the project and person with your firm that participated in the design of that project.
- Document any history of litigation associated with the firm or individual members of the firm and proposed sub-consultant(s) regarding project performance and/or professional liability. Litigation includes pre-suit dispute resolution and all matters settled out of court.

8.0 GENERAL PROVISIONS

8.1 *Submittal Ownership/Costs*

Upon submission, all information becomes the property of the Town, which has the right to use any or all ideas presented in any submission in response to this RFQ, whether or not the submittal results in a contract with the submitting firm. All costs for development of the written submittal and the oral presentation are entirely the obligation of the firm and shall not be remunerated in any manner by the Town.

8.2 *Non-Warranty of Request for Qualifications*

Due care and diligence has been used in preparing this RFQ. However, the Town shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the firm to ensure that they have all information necessary to affect their submittals.

8.3 *Request for Clarification*

The Town reserves the right to request clarification of information submitted, and any additional information of one or more firms, either orally or in writing.

9.0 ACCEPTANCE/REJECTION OF SUBMITTALS

The Town reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive minor deviations or defects in submittals, which do not disadvantage other submitters, or to accept submittals or portions thereof, which, in the Town's judgment, best serve the interest of the Town. Material deviations in submittals and statutory requirements shall not be waived.

The Town reserves the right to alter, modify, or revise individual elements of the Scope of Services any time during the period of contracts, which result from this RFQ.

Collusion – The firm, by submitting a SOQ, declares that the submission is made without any previous understanding, agreement or connections with any persons, firms or corporations making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion or fraud.

Contract Process - Selected firm will be invited to execute the Town's Standard Contract for Professional Engineering Services (see 5.3). The agreement shall not guarantee project work and shall not represent a paid retainer for services. If the Town and the selected firm cannot come to terms regarding scope and/or fee for any project, either party may, at their discretion, terminate further discussions on that project.

Consideration of Submittals – SOQs will be considered from firms normally engaged in providing and performing services as specified in this RFQ. The firm must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the Town. The Town reserves the right to inspect the facilities and organization, or to take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions before recommending any award.

Americans with Disabilities Act (ADA) Compliance – The Town will comply with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of a disability. The Town will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town Staff.

Applicable Laws – By the submission of an SOQ, the firm represents to the Town that it is familiar with the laws applicable to public contracts, including but not limited to N.C.G.S § 133-1 (Conflict of Interest) and § 133-32 (Regulation of Gifts and Favors), and if awarded a contract with the Town, that the firm will comply with all such laws in the performance of such contract.

ATTACHMENT A

101 Huntersville- Concord Rd
Huntersville, NC 28078
(704) 875-6541

Firm Name: _____ PROJECT:

Address _____ ADDRESS: Huntersville, NC

City, State, Zip_____Phone _____

Project Manager Name _____

Project Manager email _____

CONTRACT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

This Contract for Professional Services, 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 _____ (the "Firm") located at _____

WITNESSETH:

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 Firm agrees to perform for the Town the following services according to the following requirements:

The Firm agrees to provide professional engineering services as needed to complete each project. Such professional engineering services for each project shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. A new Notice to Proceed shall be attached with each new project and task order. The terms of this Contract shall apply to each project, unless otherwise agreed. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firms standard billing rates. The Firm may adjust the hourly rates shown on the

attached Exhibit E only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by Town before proceeding to perform such Additional Services.

The Firm will be responsible for providing properly licensed engineers to complete the Work in accordance with the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. In addition to the indemnification obligations contained in the Standard Terms and Conditions attached to this Contract, the Firm further agrees to indemnify and save harmless the Town from claims and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its engineers, technicians, or subcontractor.

The Firm agrees to coordinate its Work with the work of any other separate professional services, Firms or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Firm must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and must be properly authorized to conduct business in the state of North Carolina. The engineers performing the Work, and in responsible charge of the Work, must be a licensed Engineer in the State of North Carolina and must have a good ethical and professional standing.

The Town reserves the right to terminate the professional service contract of the Firm based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.). The Town reserves the right to modify the Scope of Work described in Exhibit C Scope of Services, and in such event the Town and Firm shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit D.

2. Contract Insurance. Firm 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. With the exception of Worker's Compensation and Professional Liability policies, 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 for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.

3. 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.

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. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed or other specified time indicated in the Task Order from the Town. The Firm 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 Firm shall complete the Work or Task Order by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed or Task Order issued by the Town.

6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the Not to Exceed Total stated in the Fee Schedule in Exhibit D for each individual project. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

7. Contract Term. This Contract shall be for a period of ___ years, ending on _____, ____, ____.

8. Not to Exceed. This Contract is not to exceed a total dollar amount of $_____.

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

Firm

Name:
_____
Name of Firm (type or print)

By:
_____
(Signature)

Title:
_____

Attest:
_____
(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

Town of Huntersville
NORTH CAROLINA

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 Service 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 for Services 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 Owner, he 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 of Huntersville in the performance of the Services 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 of Huntersville. Contractor warrants that all Services 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 of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services 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 Services 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, Services

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 Services 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.** All 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. **Authority to Sign**. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.
33. **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.
34. **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.
35. **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.
36. **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 contract[1].
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.

EXHIBIT B

[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)

Town of Huntersville
NORTH CAROLINA

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

FIRM'S SCOPE OF SERVICES

EXHIBIT D

FIRM'S FEE SCHEDULE

Services	Fee Type	Fee
	SUB TOTAL	
	NOT TO EXCEED TOTAL =	

EXHIBIT E

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

[Attach a copy]

END OF REQUEST FOR QUALIFICATIONS

14704 N Old Statesville Rd
Huntersville, NC 28078
(704) 875-6541

CONTRACT FOR ON-CALL PROFESSIONAL SURVEYING AND ENGINEERING SERVICES

Firm: Name **Southeastern Consulting Engineers, Inc.** **PROJECT:**
Address **600 Minuet Lane** **ADDRESS: Huntersville, NC**
City, State, Zip **Charlotte, NC 28601** **Phone** **704-523-6045**
Project Manager Name **AJ Molnar**
Project Manager email **aj@scepower.com**

This Contract for Professional Services, and all exhibits, (collectively this "Contract") is entered into this 6th day of January, 2026 by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Southeastern Consulting Engineers, Inc. (the "Firm") located at 600 Minuet Ln., Charlotte, NC 28601.

WITNESSETH:

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 Firm agrees to perform for the Town the following services according to the following requirements:

   The Firm agrees to provide professional engineering services as needed to complete each project. Such professional engineering services for each project shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits C and D, which are incorporated herein by reference. A new Notice to Proceed shall be attached with each new project and task order. The terms of this Contract shall apply to each project, unless otherwise agreed. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit C that are requested by the Town or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit E, which is incorporated herein by reference. The Firm represents to the Town that the hourly billing rates are the Firms standard billing rates. The Firm may adjust the hourly rates shown on the attached Exhibit E only if and to the extent that the Firm's standard billing rates are adjusted. The Firm shall provide thirty (30) days advanced notice to the Town in writing of any increases to the Firm's standard billing rates. Upon receipt of such notice, the Town shall have the option of terminating this Agreement within the thirty (30) day notice period given by the Firm. Any meetings not included in the Scope of Services in Exhibit C will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in

writing by Town before proceeding to perform such Additional Services.

The Firm will be responsible for providing properly licensed engineers to complete the Work in accordance with the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. In addition to the indemnification obligations contained in the Standard Terms and Conditions attached to this Contract, the Firm further agrees to indemnify and save harmless the Town from claims and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its engineers, technicians, or subcontractor.

The Firm agrees to coordinate its Work with the work of any other separate professional services, Firms or with the work of the Town's own forces to avoid delaying or interfering with their work.

The Firm must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and must be properly authorized to conduct business in the state of North Carolina. The engineers performing the Work, and in responsible charge of the Work, must be a licensed Engineer in the State of North Carolina and must have a good ethical and professional standing.

The Town reserves the right to terminate the professional service contract of the Firm based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.). The Town reserves the right to modify the Scope of Work described in Exhibit C Scope of Services, and in such event the Town and Firm shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit D.

2. Contract Insurance. Firm 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. With the exception of Worker's Compensation and Professional Liability policies, 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 for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.

3. 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.

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. Time for Performance of the Work. The Work will begin within ten (10) days of

receipt of the Notice to Proceed or other specified time indicated in the Task Order from the Town. The Firm 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 Firm shall complete the Work or Task Order by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed or Task Order issued by the Town.

6. Payment for Services. In consideration of the above services, the Town will pay the Firm, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference, plus reimbursable expenses at the Firm's actual cost up to, but not exceeding, the Not to Exceed Total stated in the Fee Schedule in Exhibit D for each individual project. Firm will submit monthly invoices for Work performed based upon the Firm's estimate of the percentage of the total Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit E, attached hereto and incorporated by reference. If any invoice is disputed by the Town, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

7. Contract Term. This Contract shall be for a period of 3 years, ending on January 6, 2029.

8. Not to Exceed. This Contract is not to exceed a total dollar amount of $450,000.00.

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

Firm

Name:

_____
Name of Firm (type or print)

By:

_____
(Signature)

Title:

_____

Attest:

_____
(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 Service 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 for Services 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 Owner, he 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 of Huntersville in the performance of the Services 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 of Huntersville. Contractor warrants that all Services 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 of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services 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 Services 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, Services 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 Services 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.** All 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. **Authority to Sign**. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.

33. **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.
34. **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.
35. **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.
36. **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 contract[1].
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)

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

FIRM'S SCOPE OF SERVICES

System Study & Planning

- Ten Year Capital Improvement Plans
- Power Supply and Load Forecasting
- Load Flow Analysis
- Fault Analysis
- Power Factor Improvement
- Overcurrent Coordination
- System Reliability
- Generation Feasibilities
- Arc Flash Hazard Analysis
- Siting of Planned Facilities

Customer Services

- Power Audits
- Service Reviews
- Rate Options
- Customer Seminars
- Distribution System Mapping

Construction Design & Inspections

- Substations
- Transmission Lines
- Distribution Lines
- SCADA and Load Management
- Peak/Standby Generation, Distributed & Power Parks
- Underground Distribution
- Roadway Lighting
- Highway Relocations
- Metering
- Railroad Crossings
- Large Industrial Services
- Renewable Energy Interconnections
- Water/Wastewater Power Systems

EXHIBIT D

FIRM'S FEE SCHEDULE

SOUTHEASTERN
Consulting Engineers, Inc.

Schedule of Rates for Engineering Services

Effective July Billing 2025

Name	Title	Hourly Rate
M. C. Dougherty, P.E.	Principal Design Engineer	$241.00
A. J. Molnar, P.E.	Principal Design Engineer	228.00
J. L. Ford, Jr., P.E.	Senior Design Engineer	199.00
J. R. Furr, P.E.	Senior Design Engineer	194.00
D. A. Nichols, P.E.	Senior Design Engineer	171.00
K.J. Smorgala, P.E.	Design Engineer	155.00
K. Caldwell, P.E.	Design Engineer	135.00
	Senior Field Engineer	141.00
S. Phillips	Associate Engineer	139.00
Josh van Overeem	Associate Engineer	103.00
	Co-op Engineer	79.00
J. Abernathy	AMI Consultant	155.00
K. Cassell	CAD Technician	101.00
L. R. Cloud	Contracts Administrator	95.00
A. Howard	Accountant	99.00

NOTES:

1. An amount equal to 5% of the billed hourly charges will be billed for in-house office expenses incurred in the performance of project-related services.
2. Transportation, subsistence, lodging, printing, and associated expenses will be added at cost. Mileage will be billed at the current standard IRS rate.
3. Subconsultant costs will be billed at actual cost plus 10% markup to cover coordination, management, and administrative costs associated with their work.
4. Materials or equipment purchased and furnished to the client will be billed at actual cost plus 10% markup to cover coordination, management, and administrative costs associated with the work.
5. The preceding schedule of rates is subject to annual review and adjustment.
6. Invoices are billed monthly. Terms of payment are net 10 days.

EXHIBIT E

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Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Lauren Speight, Senior Planner

Subject: Public Hearing on Petition #R25-12: Oak Grove Hill Revision 3

EXPLAIN REQUEST:

Conduct a public hearing on Petition #R25-12, a request by Carver Bowman LLC to revise the existing approved rezoning R22-05 for the Oak Grove Hill development from a Neighborhood Residential-Conditional District to Neighborhood Residential - Conditional District with a revised site plan layout of Phase 3.

ACTION RECOMMENDED:

Conduct a public hearing.

FINANCIAL IMPLICATIONS:

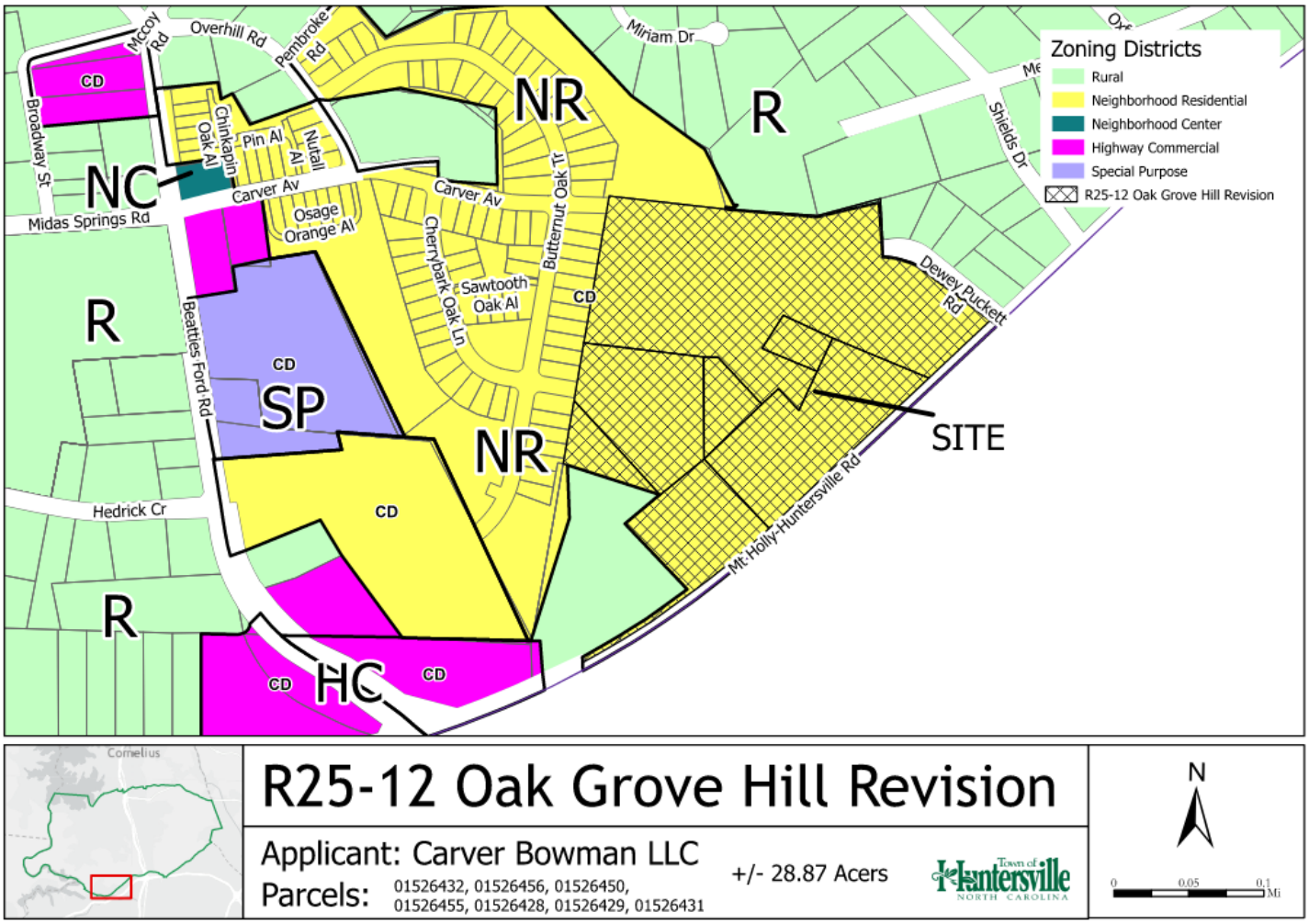
N/A

ATTACHMENTS:

1. R25-12 PH Staff Report 12.29.2025
2. Oak Grove Phase 3 - Signed General (2)
3. 2025-10-29 Oak Grove Hill Rezoning Plan
4. Neighborhood Meeting Package

Petition 25-12
Oak Grove Hill Revision 3

PART 1: PROJECT SUMMARY



1. Purpose: Rezone +/- 66.55 acres near the intersection of Mt. Holly Huntersville Road and Beatties Ford Road (PINS listed above as seen on the map) from Neighborhood Residential-Conditional District (R22-05) to Neighborhood Residential-Conditional District for a single-family home residential development.
2. Adjoining Zoning and Land Uses.

   North: Rural, Single-Family Residential

   South: City of Charlotte

   East: Rural, Single-Family Residential

   West: Special Purpose, Neighborhood Residential-Conditional District, Highway Commercial-Conditional District, Neighborhood Center

3. The proposal is for a 157 single-family home development with 320 residential units (no mixed use or commercial/civic uses included) on one lot. More context of the development is provided in the following section, however, this petition specifically requests only to amend the site plan of the Phase 3 section (+/- 28.87 acres) of the development. Phases 1 and 2 of the development are actively under construction.
4. A neighborhood meeting was held on October 22, 2025. A Community Meeting Report is attached.
5. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Mt Holly Huntersville Road and Beatties Ford Road.
    a. Staff subsequently received general inquiries about the type of development but also received a procedural inquiry about the community meeting to which documentation was provided to the resident. Also, staff received a message of concern about the timing of the connection of Phase 2 to Mt. Holly-Huntersville Road and the commencement of construction of Phase 3.

Background

The development currently known as Oak Grove Hill was originally approved via rezoning petition R18-10A. R18-10A was approved with a total site area of +/-45.18 acres and rezoned from the Rural Zoning District to a Neighborhood Residential-Conditional District with 119 single-family detached homes.

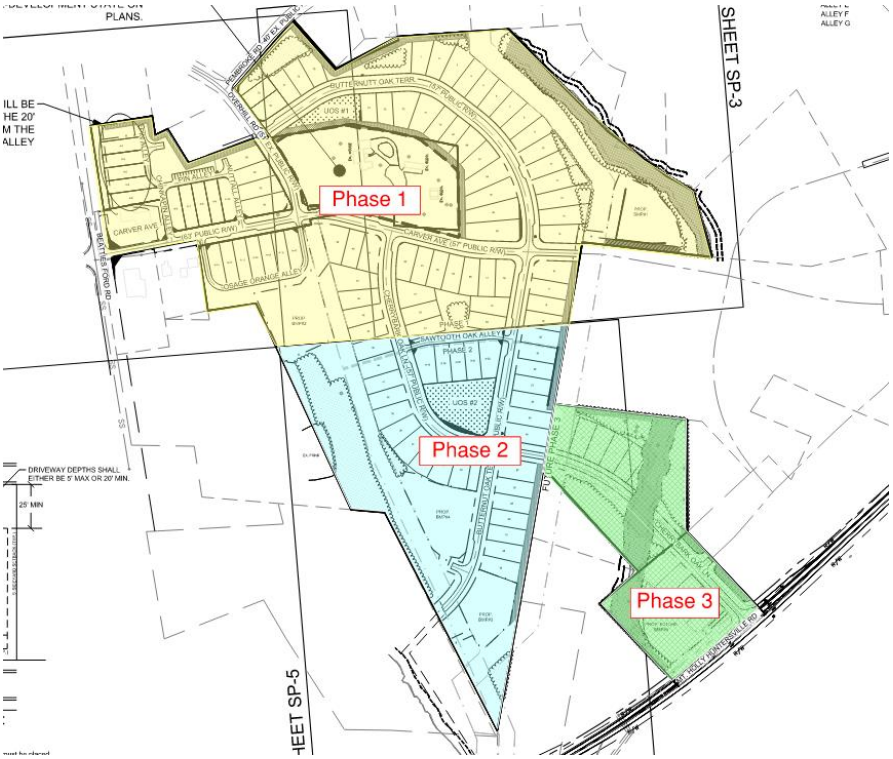
Approved Site Plan for R18-10A



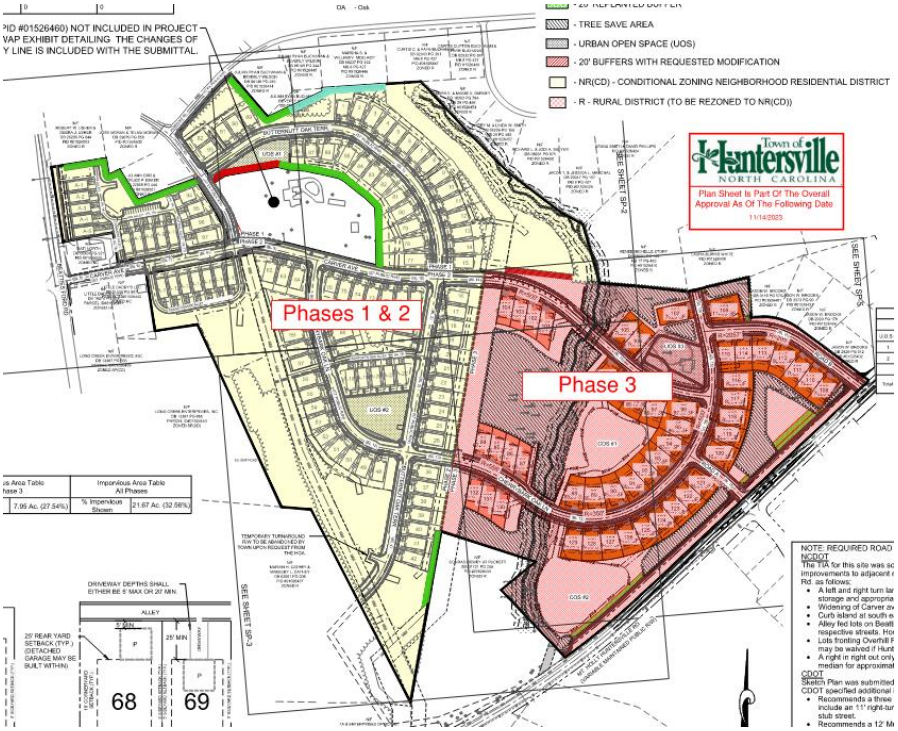
A rezoning application, R22-05, was filed a few years later to add land for a third phase and increase the density of the development. At the time, procedurally, an application had to be approved to remove R18-10A before R22-05 could be approved. Thus, R23-04 was filed and approved to remove R18-10A before the approval of R22-05. The R22-05 site plan approved by the Town Board increased the site area to +/- 66.55 acres with 156 single-family detached home types. However, the final stamped version of the plan included 154 single-family home lots. This

reduction is a reflection that the R22-05 site plan contemplated the open space area as a lot with the heritage tree an existing home as a communal space for the Oak Grove Hill development.

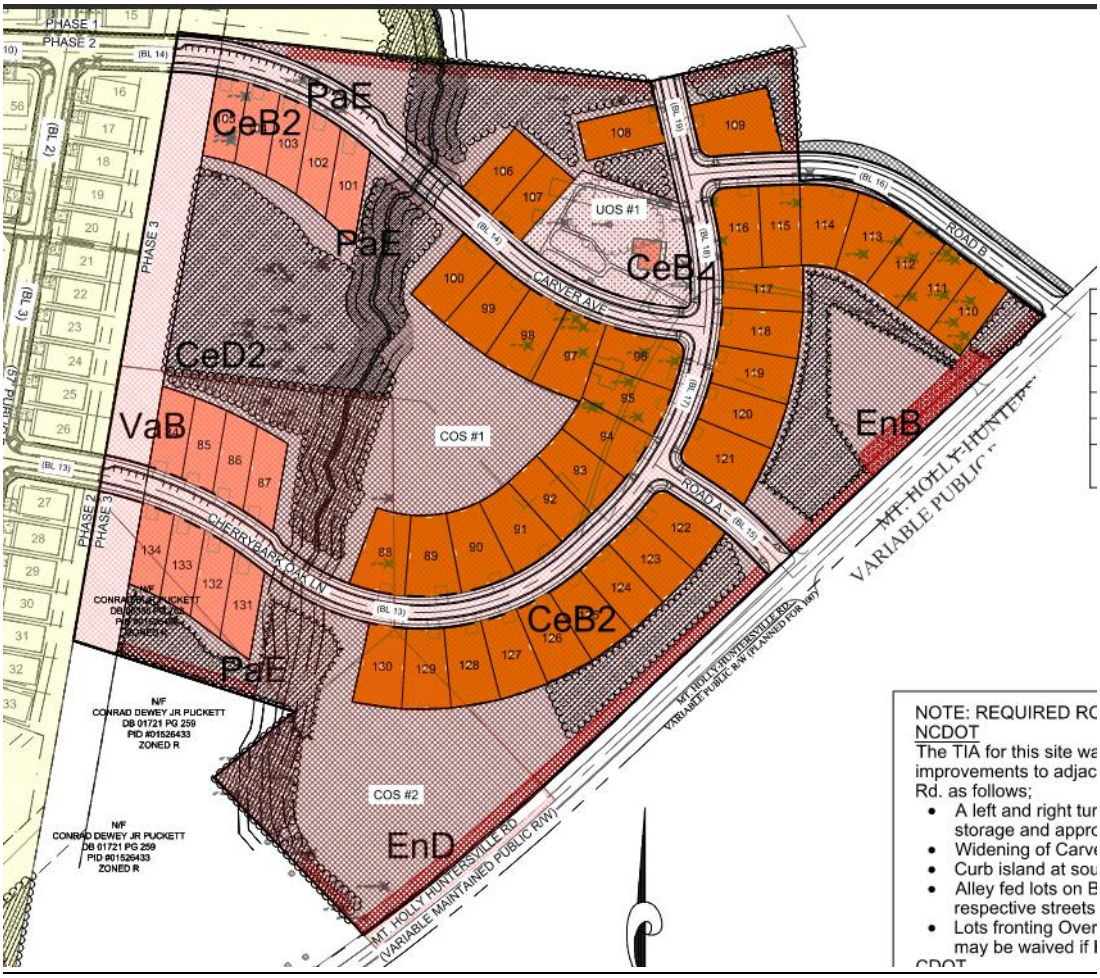
Phases of Oak Grove Hill per R18-10A



Phases of Oak Grove Hill per R22-05



Phase 3 of Oak Grove Hill per R22-05



The currently submitted application formalizes the existing home near the heritage tree as a home lot in addition to two other single-family home lots, thus the increase in density is by one lot from the R22-05 site plan approved by the Town Board.

PART 2: REZONING/SITE PLAN

Intent of the Neighborhood Residential Zoning District:

From Article 3.2.4 of the Zoning Ordinance, "The Neighborhood Residential District provides for residential infill development around the Town Core, Activity Centers and Mixed Use Centers and their logical extensions identified in adopted long range plans. Streets in the Neighborhood Residential District must be interconnected, according to Article 5, Streets, and Urban Open Space provided according to Article 7. A range of housing types is encouraged. Low-intensity business activity is permitted in mixed-use and commercial buildings at residential scale, according to locational criteria. The intensity to which permitted uses may be built is regulated by the building type which corresponds to the use."

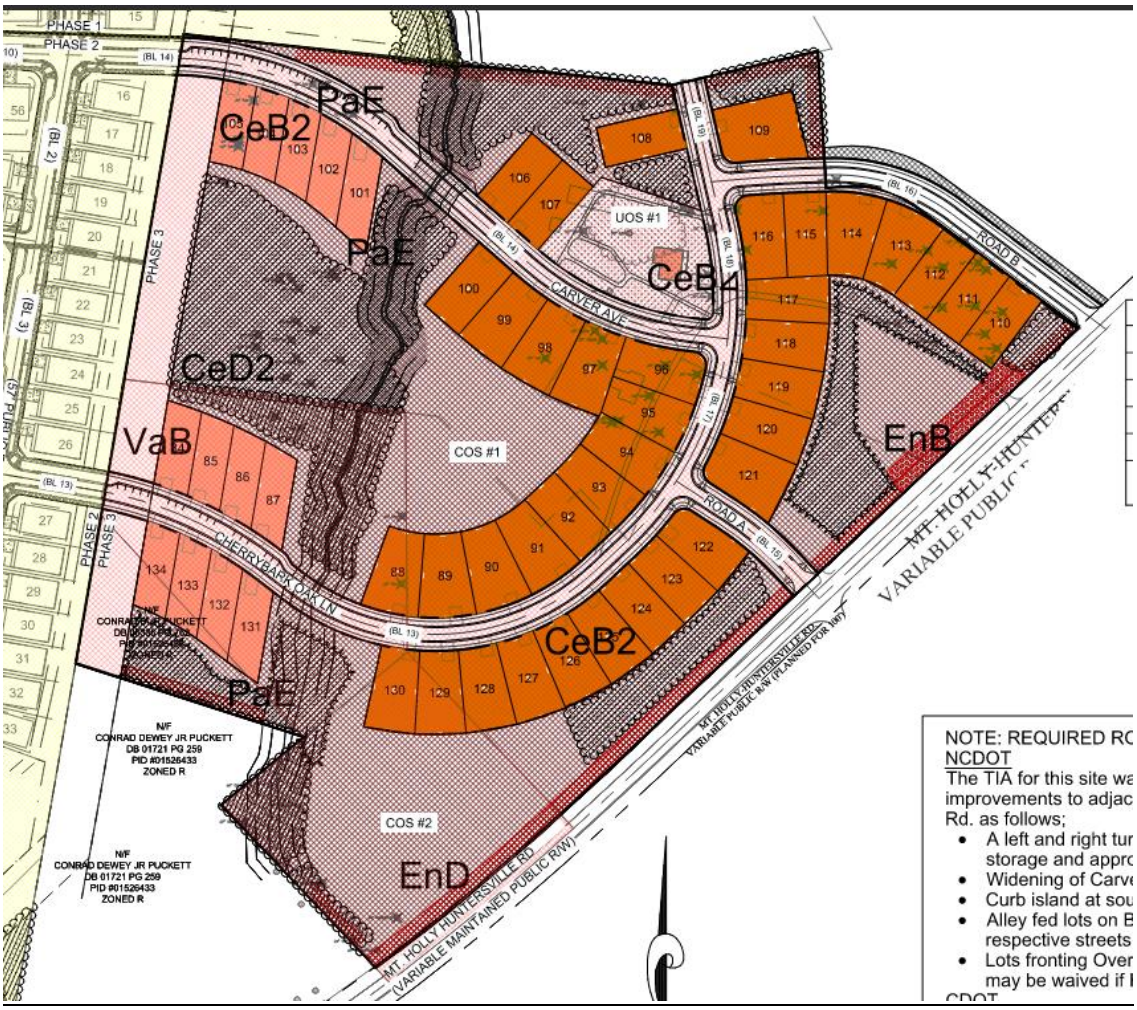
Staff Comment:

1) Residential Infill Development – This application proposes a single-family residential development within and near an activity center.

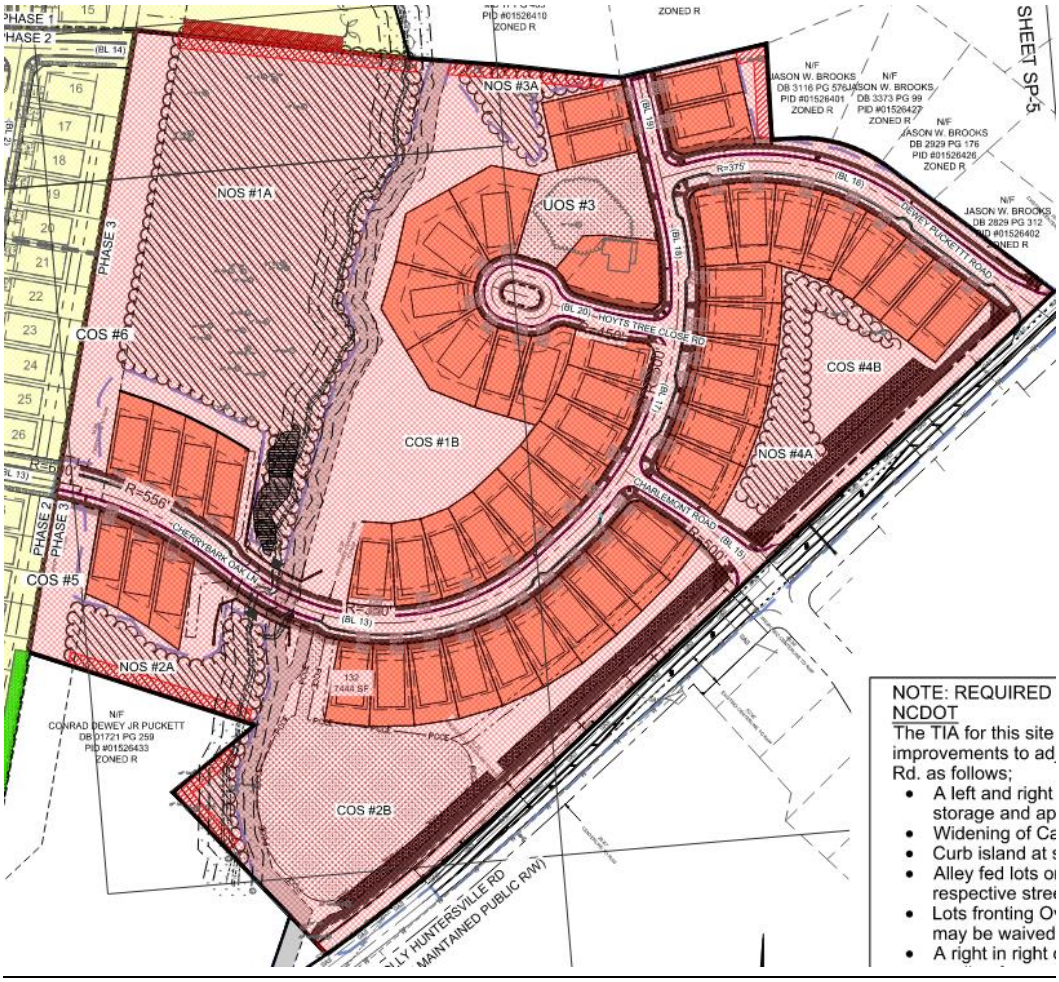
2) Streets – Streets in the development are generally interconnected. A critical connection between Phases 2 and 3 is proposed to be removed that would reduce the impact to an environmentally sensitive area.

3) Range of Housing Types – All housing is proposed to be single-family detached homes within 51-60 feet in width.

Phase 3 of Existing Site Plan per R22-05



Phase 3 of Proposed Site Plan for R25-12



Site Plan Comments:

- There is one identified heritage tree on site that has been a consistent item of concern for preservation. Staff contend that as this is the only heritage tree on site, the corresponding urban open space should be emphasized as a terminating vista as future residents enter the development that can be used an area for socializing and community. The currently submitted plan includes the existing home to be converted into a home lot with a portion of the heritage tree canopy in the home lot. It is possible, but concerning, to have a portion of the canopy (and root system) of the heritage tree in a private home lot.
- Planning, Transportation, and Storm Water Engineering staff have site plan comments outstanding that need to be addressed prior to a potential final plan approval.
- R22-05 included the below transportation notes and, to date, there have been no changes to transportation requirements and staff recommend the existing notes to be transferred to the new plan.

Transportation Notes from R22-05

NOTE: REQUIRED ROAD IMPROVEMENTS

NCDOT

The TIA for this site was scoped by the Town of Huntersville and the Applicant. Huntersville required no improvements to adjacent roads. NCDOT specified improvements to the connection at Mount Holly - Huntersville Rd. as follows;

- A left and right turn lane to enter the site at the access point on Mt. Holly-Huntersville Rd, including 100' min storage and appropriate tapers
- Widening of Carver avenue and Overhill Rd. from 16' to 20' along all site frontage.
- Curb island at south east corner of intersection of Carver Ave. and Beatties Ford Rd.
- Alley fed lots on Beatties Ford Rd, Carver Ave, and Overhill Rd will not be allowed a driveway or access to respective streets. Homes should be addressed to the alley behind the lots.
- Lots fronting Overhill Rd will not be allowed to front load. They will only be allowed a shared driveway (this may be waived if Huntersville takes over maintenance of this street)
- A right in right out only entrance will be allowed at Dewey Puckett Rd. This entrance shall have a 4' raised median for approximately 50' in length along Mt. Holly-Huntersville Rd.

CDOT

Sketch Plan was submitted to CDOT for comments on Mt. Holly-Huntersville road intersection improvements. CDOT specified additional improvements as follows;

- Recommends a three (3) approach-lane section at Mt. Holly-Huntersville Road and Road C. This would include an 11' right-turn lane, 11' left-turn lane and a 13' receiving lane. This section to be carried to the first stub street.
- Recommends a 12' Multi-use Path or buffered bike lane along frontage.
  (CDOT specified improvements to be shown on Construction Plans)

Significant changes from the existing rezoning plan for the development plan include:

1. Removal of Carver Avenue connection to Phase 3 – Carver Avenue, which was the Block 14 connection between Phases 2 and 3, crossed a sensitive environmental area of the development. This rezoning plan revision proposes to remove the Carver Avenue connection and subsequently proposes a cul-de-sac in Phase 3.
2. Two additional specimen trees identified. Per the application provided, specimen tree save remains above the minimum threshold for the Neighborhood Residential (NR) Zoning District. However, staff has comments about the methodology of identification of specimen trees outlined in the following section on modifications requested.
3. There is a reduction in canopy preservation area, however the proposed canopy preservation remains above the minimum threshold for the (NR) Zoning District.
    a. The NR Zoning District requires a minimum of 10% canopy preservation. In R22-05, the plan included 21.9% canopy preservation. Per the proposed application, 19.85% canopy preservation is provided.
4. Change in distribution of lot sizes – In R22-05, 75% of the lots in Phase 3 were approved between 61-93 feet in width and the remaining lots were approved between 51-60 feet in width. The current application proposed all lots in Phase 3 to be within 51-60 feet in width.
5. Increase in density – As mentioned earlier, the currently submitted application formalizes the existing home near the heritage tree as a home lot in addition to two other single-family home lots, thus the increase in density is by **one lot** from the R22-05 site plan approved by the Town Board.
6. Reduction in area of open space – In R22-05, Phase 3 included .83 acres of urban open space and 14.93 acres of common open spaces. In the currently proposed rezoning application (LP-1), 13.51 acres of common and natural open spaces are proposed and .52 acres of urban open space is proposed for a total reduction to 14.03 acres of open space.

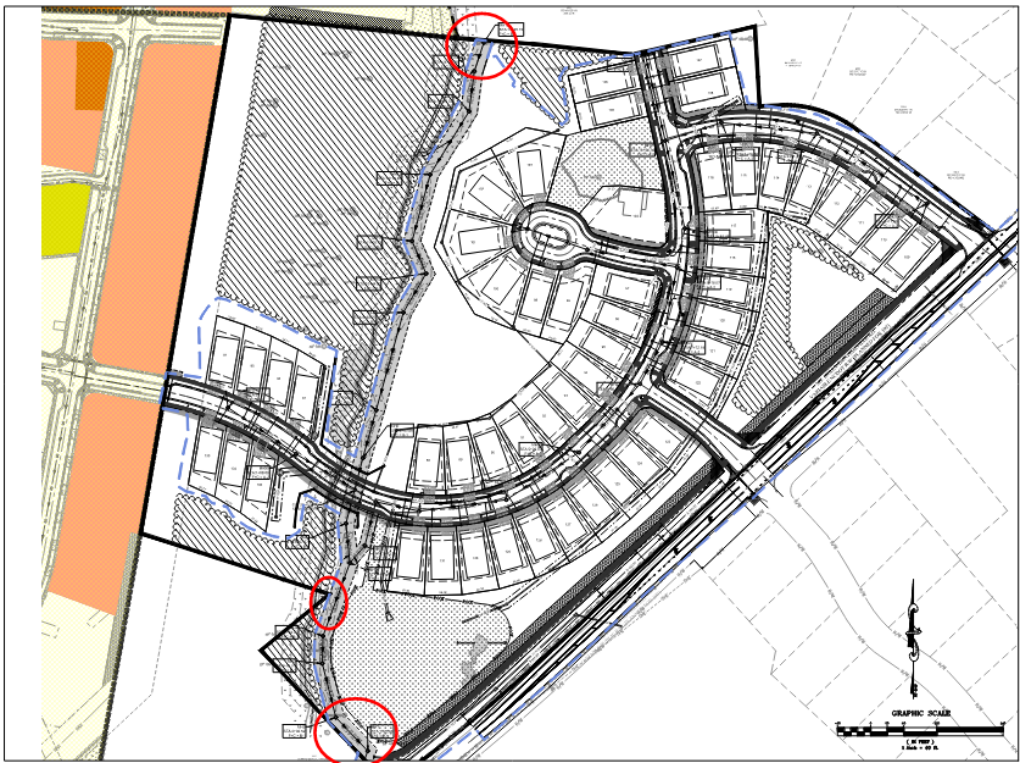
Modifications Requested:

Tree survey requirements – Tree survey requirements currently specify that all trees 12 inches in caliper and greater must be delineated on a tree survey. At the time R22-05 was approved, the delineation of all trees 12 inches and greater was implied, but not explicitly required. The site plan package for R22-05, therefore, only includes trees 24 inches and greater. Phases 1 and 2 are actively under construction. The challenge is that if an arborist does not complete the tree survey to certify there are no specimen trees on site under 24 inches in caliper, there may be smaller understory specimen trees. Regardless, land disturbing activity has not yet commenced in Phase 3 and all trees previously identified to be saved have not been disturbed, thus the applicant requests a modification from additionally identifying all trees 12 inches in caliper and greater.

Additionally, canopy tree preservation is not allowed within private home lots in major subdivisions. As the canopy of the heritage tree, and likely the root system, protrudes into a proposed home lot, the development would need to accommodate for this tree as well.

1. **Buffers** –
   a. Major subdivisions require a minimum 20-foot buffer. When density is two times greater than the existing development a 30-foot minimum buffer is required. The applicant requests a 20-foot buffer consistent with the previously approved rezoning plan.
   b. The applicant also requests the buffer planting standards at the time of approval of R22-05 to apply to the
   c. Some sections of buffer shown on the site plan are likely to be impacted by future sewer easements. The applicant requests relief from planting in these buffers.

Phase 3 with Areas of Major Subdivision Buffer Impacts

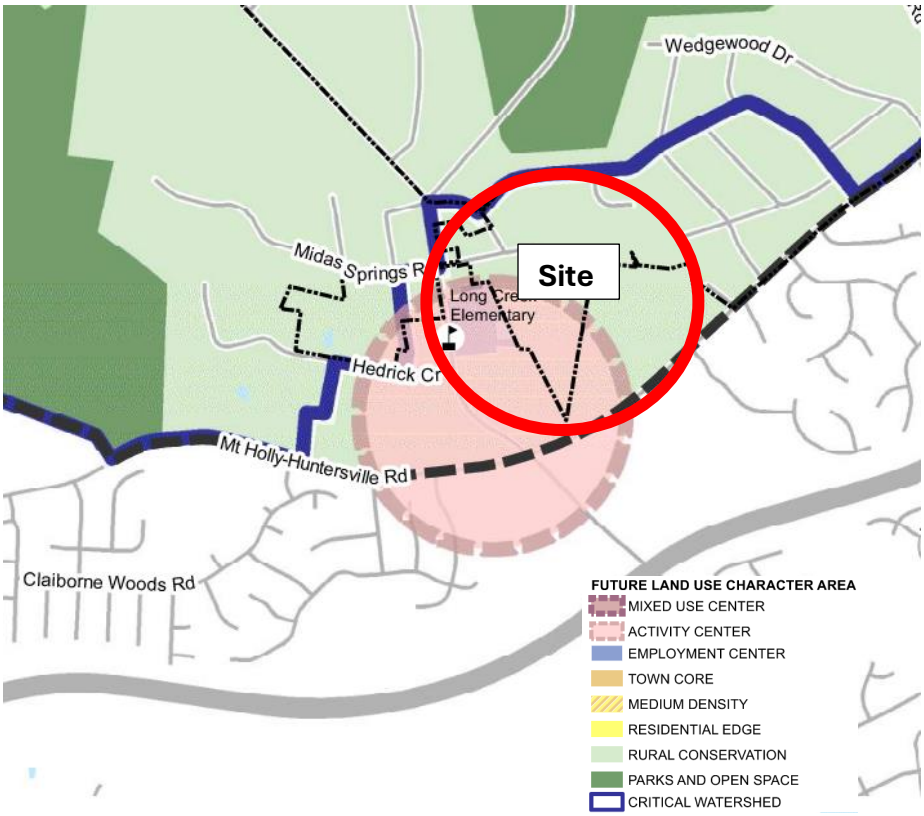


2. **Block length waiver** – Cherrybark Oak Lane (Block 13) is approximately 1,165 linear feet. Block lengths for major subdivisions are not to exceed 800 feet per Article 5.2. However, Staff may administratively allow up to a 30% increase in block lengths (1,040 linear feet).
3. A key detail to consider is that in the absence of approval of the current petition, the applicant may obtain approval of construction plans for Phase 3 consistent with R22-05. The currently approved rezoning includes a block length that exceeds the 30% that can be administratively approved, the buffers are subject to previous, lesser planting standards, and specimen trees under 24 inches in caliper are not identified in specimen tree preservation calculations. Several significant modification are requested by the applicant. To balance the significance of the modifications, excellence in design beyond minimum standards of the Ordinance is expected. Staff recommend the applicant consider a highly amenitized urban open space with the heritage tree as an option for excellence in design.

PART 3: 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 with Site of R22-12



Activity Center: Activity centers contain vertical mized-use along key frontages. New development includes wide sidewalks, buildings are close to the street with high levels of transparency, and parking is located in the rear. A mix of housing is allowed, including urban options throughout (apartments, townhomes, cottage homes, etc.).
Staff Comment: The proposed rezoning petition meets the uses defined within the Community Plan as seen in the map provided and described within the definition of Activity Center. A portion of the development area is within the Activity Center and the remaining portion is immediately near the Activity Center. A mix of housing is not provided, however some homes have been provided in Phase 1 close to the street. Sidewalks are provided throughout the development.

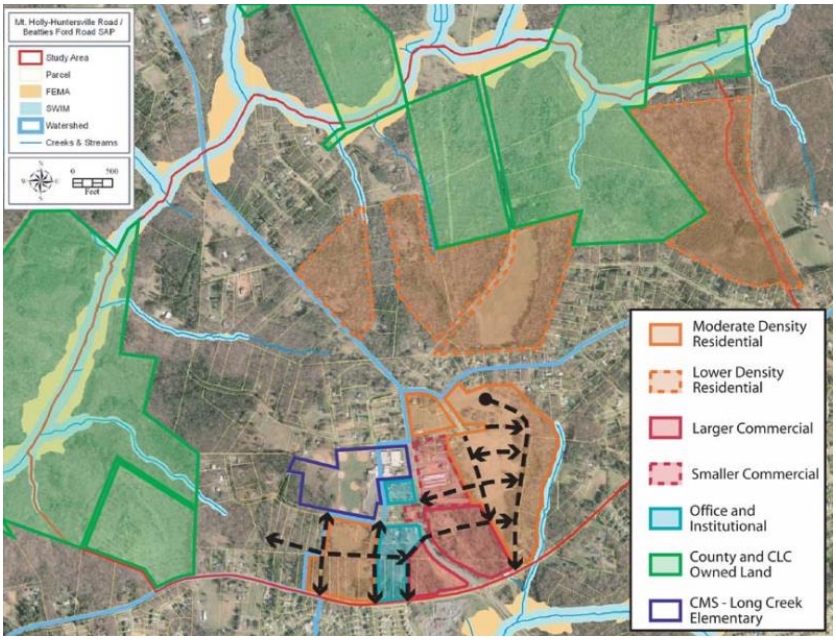
STAFF COMMENT – Staff finds the proposed use/project is ***consistent*** with the following policies of the *2040 Huntersville Community Plan*:

- LU 1.1: Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.
  Staff Comment: The future land use map designates this property as an Activity Center. Activity centers call for infill housing consistent with the density provided in this application.

- EOS-4: In more urban environments, encourage the preservation of heritage trees and tree canopy enhancement.
  Staff Comment: One heritage tree is identified on site and proposed to be saved. Overall, the application indicates 91 specimen trees are within the development with 43% (39) proposed to be saved. A minimum of 10% is required by the NR Zoning District.

Beatties Ford Road and Mt. Holly-Huntersville Small Area Plan; Adopted October 17, 2005 - Staff finds the proposed Conditional District Rezoning petition consistent with the Beatties Ford Road and Mt. Holly-Huntersville Small Area Plan.

STAFF COMMENT: The concept of the Small Area Plan is to create a new, low intensity "urban village", with moderate density and low-density residential development. See the following map from the Small Area Plan.



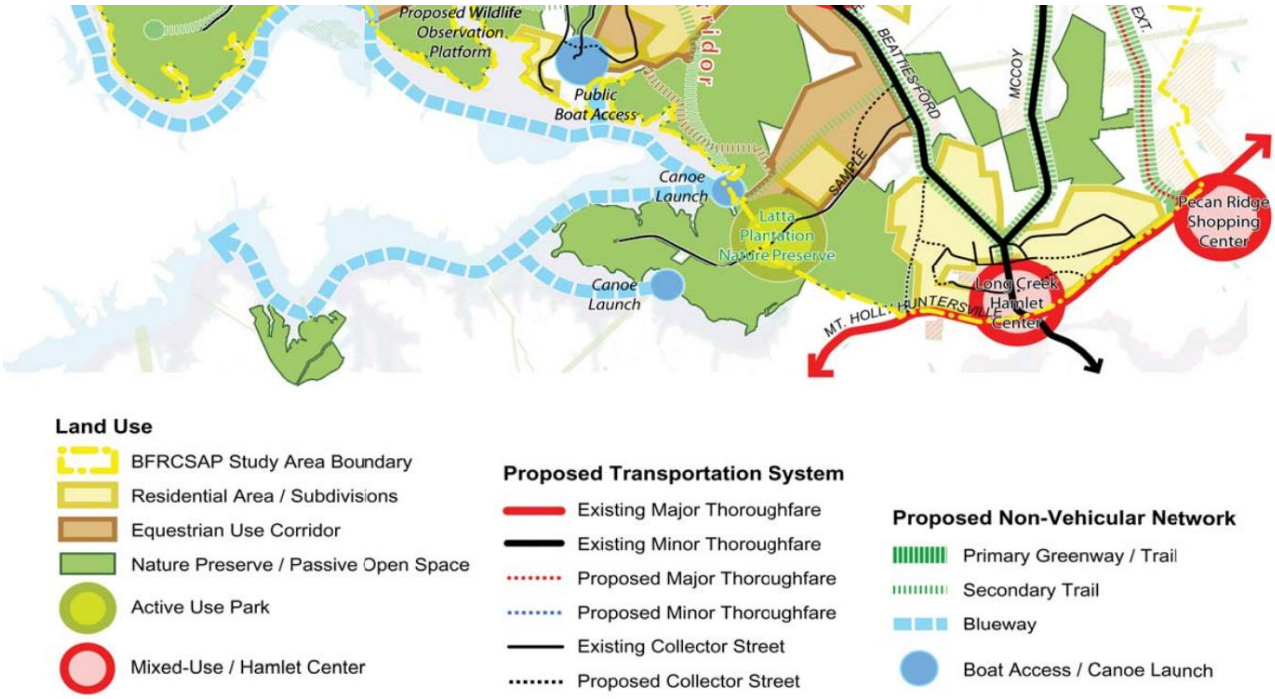
The Small Area Plan calls attention to the extension of existing street network, while avoiding the promotion of high-speed cut-through traffic in existing and proposed residential neighborhoods.. Traffic is sufficiently calmed via the Town's residential street cross-section. A stub-street provided at the southwest of the development may continue the street network called for in the Small Area Plan. The Rezoning Plan does not provide a straight connection from Beatties Ford Road to Mt. Holly-Huntersville Road, but rather a connection made-up of several intersections to calm traffic.

Beatties Ford Road Corridor Small Area Plan; Adopted September 19, 2007 - Staff finds the proposed Conditional District Rezoning petition consistent with the Beatties Ford Road Corridor Small Area Plan.

STAFF COMMENT: This Small Area Plan addressed concerns regarding pressure for commercial development along the Beatties Ford Road corridor. The goal of this Small Area Plan was to establish a long-term vision, define land use changes, influence form/design of future commercial development, provide a framework for transportation improvements, and integrate an open space network.

The proposed Phase 3 of the Conditional District Rezoning is partially located within the "Long Creek Hamlet Center" (see above). The Small Area Plan also acknowledges the Beatties Ford Road and Mt. Holly-Huntersville Small Area Plan (see staff comments in previous section). The Small Area Plan highlights the opportunity for increased residential development and retail development on Mt. Holly-Huntersville Road in this area.

The Small Area Plan also laid out a vision for new transportation systems in the area of the requested Conditional District rezoning site (see map above). The Small Area Plan stopped the study at the creek, which runs through the proposed Phase 3 addition. Staff does not find expanding the area of the "Hamlet Center" down to Mt. Holly-Huntersville Road as inconsistent with the intent of the Small Area Plan. The Proposed Phase 3 site plan expands the street network in a manner in keeping with the envisioned transportation system by providing stubs streets to facilitate the collector street network.



Huntersville Greenway and Bikeway Master Plan (Approved December 2020) – Staff finds the proposed Conditional District Rezoning Addition is **consistent** with the Huntersville Bike Plan.

STAFF COMMENT: Per the Huntersville Bike Plan, a Side path (purple line) is called for along Mt. Holly-Huntersville Road, see map below. A 10-foot side path is provided along Mt.Holly-Huntersville Road.





STAFF COMMENT – Staff finds the proposed use/project is ***NOT consistent*** with the following policies of the *2040 Huntersville Community Plan*:

- 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.
  Staff Comment: The future land use map designates this property as an Activity Center. This rezoning application proposes only a use of residential dwellings (single-family detached homes).

- LU 8.2: Evaluate and strengthen incentives to encourage the achievement of higher design standards.
  Staff Comment: Beyond tree preservation in excess of minimum standards, the application does not propose design above minimum standards.

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:

   This site lies adjoins Charlotte to the south, a combination of commercial and industrial uses in Neighborhood Center, Special Purpose and Highway Commercial Conditional Districts to the west and Rural single-family development to the east. Dense residential development is different than the existing commercial and lower-density large-lot residential development in the area. While the proposed development, with a density of 2.35 units per acre (157 units total), is inconsistent with the character and existing development patterns in the surrounding area, the 2040 Comprehensive Plan designated a portion of the rezoning area as an Activity Center which supports an intensification of residential development with corresponding design recommendations. The buffers are intended to mitigate the density of the development adjoining the existing less intense residential development.

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:
   There is no evidence provided by the applicant that this project will have a negative impact on public facilities and/or services.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource."**
   STAFF COMMENT:
   The applicant states there are no existing meadows; scenic views in or out of the site; existing cemeteries, track, or trails; significant wildlife or prime agricultural farmland on site; historic, archeological, and cultural features listed (or eligible to be listed) on national, state, or county registers or inventories; and no aquifers or recharge areas on site.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R25-12, Oak Grove Hill, staff recommends approval with the conditions that:

1) either an arborist certify there are no specimen trees less than 12 inches in caliper lon site or all trees 12 inches and greater are identified;
2) 2) the buffer standards meet the current planting standards.
3) excellence in design is demonstrated with the urban open space to balance the significance of modifications requested.

The proposal is consistent with the Huntersville 2040 Community Plan policies LU1.1 and EOS-4. It is reasonable and in the public interest to rezone the approximate 66.92 acres described herein as is consistent with the envisioned use and development patterns set forth in the 2040 Community Plan.

PART 6: PUBLIC HEARING

The Public Hearing is scheduled for January 6, 2025

PART 7: PLANNING BOARD RECOMMENDATION

The application is proposed to be heard at the Planning Board meeting scheduled for January 27, 2025.

PART 8: TOWN BOARD FINAL ACTION

The application is proposed for Town Board Final Action at the meeting scheduled for February 17, 2025.

PART 9: ATTACHMENTS

A – Rezoning Application
B – Proposed CD Rezoning Plan
C – Community Meeting Report (10-22-25)

PART 10: CONSISTENCY STATEMENT – R25-12 OAK GROVE HILL REVISION 3		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R25-12, Oak Grove Hill, staff recommends approval with the conditions that: 1) either an arborist certify there are no specimen trees less than 12 inches in caliper Ion site or all trees 12 inches and greater are identified; 2) 2) the buffer standards meet the current planting standards. 3) excellence in design is demonstrated with the urban open space to balance the significance of modifications requested. The proposal is consistent with the Huntersville 2040 Community Plan policies LU1.1 and EOS-4. It is reasonable and in the public interest to rezone the approximate 66.92 acres described herein as is consistent with the envisioned use and development patterns set forth in the 2040 Community Plan.	APPROVAL:	APPROVAL:
DENIAL:	DENIAL:	DENIAL:

Town of Huntersville NORTH CAROLINA

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 August 26, 2025

Name of Project Oak Grove Hill Phase 3 Phase # (if subdivision) _____

Project Address 8705 Mt Holly-Huntersville RD, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01526456, 01526432, 01526450, 01526455, 01526428, 01526429, 01526431

Current Zoning District NR (CD), R Proposed District (for rezoning only) NR (CD)

Property Size (acres) 28.87 ac Street Frontage (feet) 1,486

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.

For Approval of Land Development Plan of Single Family Residential Subdivision.

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 Carver Bowman LLC Phone (704) 875-9704

☐ 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 Owner MANAGER Email natebowman15@gmail.com

Address of Applicant 13815 Cinnabar Place, Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name *See attached signature addendum 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

Carver Bowman, LLC	Robert Bowman	704-875-9704	bowman31@gmail.com
Development Firm	Name of Contact	Phone	Email
R Joe Harris	Daniel Gates	803-802-1799	dgates@rjoeharris.com
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville
Planning Department
PO Box 664
Huntersville, NC 28070

Phone: 704-875-7000
Fax: 704-992-5528
Physical Address: 105 Gilead Road, Third Floor
Website: https://www.huntersville.org/228/Planning-Department

Town of Huntersville NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 08/27/2025 EPM Number _____

Name of Project Oak Grove Hill - Phase 3 Phase # (if subdivision) _____

Parcel Identification Number(s) (PIN) 01526429, 01526431, 01526428, 01526455, 01526456

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name of Signer Hoyt D., Pamela J., Carol S. Hamilton Phone Number 704-343-1928

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) 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 Hoyt D. Hamilton Carol S. Hamilton

Title Owner Email _____

Address of Property Owner/Applicant 8705 Mt. Holly-Huntersville Rd, Huntersville, NC28078

---

* ^ Printed Name of Signer Conrad D. Jr. Puckett Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) 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 Owner Email _____

Address of Property Owner/Applicant 8411 Mt. Holly-Huntersville Rd, Huntersville, NC 28078

---

* ^ Printed Name of Signer _____ Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) 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/Applicant _____

---

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^ 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.

Town of Huntersville NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 08/27/2025 EPM Number _____

Name of Project Oak Grove Hill - Phase 3 Phase # (if subdivision) _____

Parcel Identification Number(s) (PIN) 01526429, 01526431, 01526428, 01526455, 01526456

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name of Signer Hoyt D., Pamela J., Carol S. Hamilton Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) 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 Keith Ryder POA Pamela J Hamilton

Title Owner Email _____

Address of Property Owner/Applicant 8705 Mt. Holly-Huntersville Rd, Huntersville, NC28078

---

* ^ Printed Name of Signer Conrad D. Jr. Puckett Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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Signature _____

Title Owner Email _____

Address of Property Owner/Applicant 8411 Mt. Holly-Huntersville Rd, Huntersville, NC 28078

---

* ^ Printed Name of Signer _____ Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) 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/Applicant _____

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Town of Huntersville NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 08/27/2025 EPM Number _____

Name of Project Oak Grove Hill - Phase 3 Phase # (if subdivision) _____

Parcel Identification Number(s) (PIN) 01526429, 01526431, 01526428, 01526455, 01526456

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name of Signer CONRAD D PUCKETT JR. Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) 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 Conrad D. Puckett, Jr.

Title Owner Email _____

Address of Property Owner/Applicant 8411 Mt. Holly-Huntersville Rd, Huntersville, NC28078

---

* ^ Printed Name of Signer Conrad D. Jr. Puckett Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) 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 Owner Email _____

Address of Property Owner/Applicant _____

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OAK GROVE HILL REZONING PLAN

(PETITION R25-12)

CSP-441493-R001

ORIGINAL REZONING / SKETCH (2018) EPM # 400982

PHASE 3 ADDITION - REZONING / SKETCH (2022) EPM # 441493

REVISION TO ORIGINAL REZONING / SKETCH (2022) EPM # 441269

REVISION TO REZONING PLAN (2023) PETITION # R22-05

8705 MT HOLLY-HUNTERSVILLE RD HUNTERSVILLE NC 28078

TOWN OF HUNTERSVILLE
MECKLENBURG COUNTY, NORTH CAROLINA

ORIGINAL REZONING / SKETCH (2018) EPM # 400982
PHASE 3 ADDITION - REZONING / SKETCH (2022) EPM # 441493
REVISION TO ORIGINAL REZONING / SKETCH (2022) EPM # 441269
REVISION TO REZONING PLAN (2023) PETITION # R22-05

NOTE: PARALLEL PARKING MUST MEET TOWN HUNTERSVILLE MINIMUM STANDARDS AND ARE SUBJECT TO CHANGE

ALL 28.87 ACRES OF PHASE 3 TO BE ANNEXED INTO THE TOWN LIMITS OF THE TOWN OF HUNTERSVILLE

Oak Grove Hill (TIA sealed 06/19/2019, Phases 1 & 2) - 91 Single Family Detached Lots (ITE LUC 210) and 39 Multifamily Lots (ITE LUC 220) on 44.77 Acres with three site accesses: (1) Overhill Road, (2) Carver Avenue, and (3) Mt Holly-Huntersville Road.
Phase 3 includes 52 Single Family Detached Lots (ITE LUC 210) and a second site access to Mt Holly-Huntersville Road

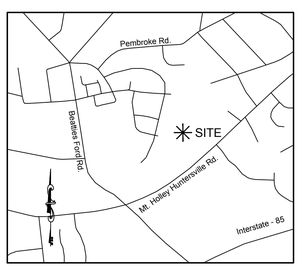
NO DUKE ENERGY TRANSMISSION ROW SHOWN WITHIN PROJECT LIMITS. IF IMPACTS ARE TO DUKE ENERGY DISTRIBUTION FACILITIES PLEASE CONTRACT 800.777.9898 TO HAVE A WORK ORDER SET-UP TO DISCUSS PROJECT WITH A DISTRIBUTION ENGINEER.

PARCEL ID & PROPERTY OWNERS:

01526521 - 01526554:	DR HORTON INC.
01526460:	MIRIAM W SMITH & WILBUR SMITH
01526504:	DR HORTON INC.
01526506:	DR HORTON INC.
01526601:	DR HORTON INC.
01526628 - 01526634:	DR HORTON INC.
01526642 - 01526662:	DR HORTON INC.
01526429:	HOYT DEWY HAMILTON & CAROL S HAMILTON
01526431:	HOYT D. HAMILTON & PAMELA JANE HAMILTON
01526428:	HOYT D. HAMILTON & PAMELA JANE HAMILTON
01526455:	HOYT D. HAMILTON & PAMELA JANE HAMILTON
01526450:	CARVER BOWMAN LLC
01526456:	CONRAD D JR PUCKETT
01526432:	CARVER BOWMAN LLC

VARIANCE REQUEST NOTES:

- ARTICLE 7.4.2 (G) - MODIFYING AND/OR ELIMINATING THE 20-FOOT LANDSCAPE EASEMENT LOCATED WITHIN COMMON AREA BETWEEN THE FUTURE RIGHT-OF-WAY AND ANY PURPOSED LOTS OR PUBLIC STREETS TO OMIT BUFFER WITHIN SEWER EASEMENT AND GASLINE EASEMENT. SEE PLANS FOR AREAS BEING MODIFIED AND/OR ELIMINATED.
- ARTICLE 5.2 (A) - MODIFYING BLOCK LENGTH (BL13) TO EXCEED 800 FEET
- ARTICLE 7.4.2 B - MODIFYING THE SURVEY OF 12" OR HIGHER TREES TO BE 24" OR HIGHER TREES



VICINITY MAP - N.T.S.

PREPARED FOR :

Carver Bowman, LLC

13815 Cinnabar Place
Huntersville, NC 28078
Phone: (704) 875-9704

October 29, 2025

SUBMITTED BY:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonecrest Blvd., Tega Cay, SC 29708 Phone: (803) 802-1799

NOTE: REQUIRED ROAD IMPROVEMENTS

NCDOT

The TIA for this site was scoped by the Town of Huntersville and the Applicant. Huntersville required no improvements to adjacent roads. NCDOT specified improvements to the connection at Mount Holly - Huntersville Rd. as follows;

- A left and right turn lane to enter the site at the access point on Mt. Holly-Huntersville Rd, including 100' min storage and appropriate tapers
- Widening of Carver avenue and Overhill Rd. from 16' to 20' along all site frontage.
- Curb island at south east corner of intersection of Carver Ave. and Beatties Ford Rd.
- Alley fed lots on Beatties Ford Rd, Carver Ave, and Overhill Rd will not be allowed a driveway or access to respective streets. Homes should be addressed to the alley behind the lots.
- Lots fronting Overhill Rd will not be allowed to front load. They will only be allowed a shared driveway (this may be waived if Huntersville takes over maintenance of this street)
- A right in right out only entrance will be allowed at Dewey Puckett Rd. This entrance shall have a 4' raised median for approximately 50' in length along Mt. Holly-Huntersville Rd.

CDOT

Sketch Plan was submitted to CDOT for comments on Mt. Holly-Huntersville road intersection improvements. CDOT specified additional improvements as follows;

- Recommends a three (3) approach-lane section at Mt. Holly-Huntersville Road and Road C. This would include an 11' right-turn lane, 11' left-turn lane and a 13' receiving lane. This section to be carried to the first stub street.
- Recommends a 12' Multi-use Path or buffered bike lane along frontage.
  (CDOT specified improvements to be shown on Construction Plans)

NOTE: Retaining Walls:
All Retaining walls requiring special inspections (>5' in height) shall meet the requirements of the MCSBC Chapter 17 - special inspections as detailed per the Mecklenburg County Code Enforcement Special Inspections Process. Additionally, copies of the retaining wall plans shall be submitted to the Huntersville Engineering Department for review and approval. The Town of Huntersville shall be copied on all statements of special inspections, special inspections final reports, and design principal in responsible charge (DPIRC) letters.

NOTE: Temporary Traffic Control Plan:
All existing driveways shall remain open during lane closure(s).
Only drums (NCDOT Standard 1130.01) shall be used during lane closure(s), no cones will be allowed.
Lane closure(s) shall be performed during nighttime hours (8pm-6am) during normal business days (M-F)"

Sheet List Table

Sheet Number	Sheet Title
COVER	Cover Petition (R25-12)
EX-1	Overall Existing Conditions Petition (R25-12)
EX-2	Existing Conditions 1 Of 5 Petition (R25-12)
EX-3	Existing Conditions 2 Of 5 Petition (R25-12)
EX-4	Existing Conditions 3 Of 5 Petition (R25-12)
EX-5	Existing Conditions-Slope Anylsis 4 Of 5 Petition (R25-12)
EX-6	Existing Conditions 5 Of 5 Petition (R25-12)
SP-1	Overall Site & Rezoning Plan Petition (R25-12)
SP-2	Site Plan 1 of 3 Petition (R25-12)
SP-3	Site Plan 2 Of 3 Petition (R25-12)
SP-4	Site Plan 3 Of 3 Petition (R25-12)
SP-5	Site Plan Phase 3 Petition (R25-12)
SP-6	Details 1 Of 2 Petition (R25-12)
SP-7	Details 2 Of 2 Petition (R25-12)
SP-8	Rezoning Notes Petition (R25-12)
GP-1	Overall Grading Plan Petition (R25-12)
GP-2	Grading Plan 1 Of 4 Petition (R25-12)
GP-3	Grading Plan 2 Of 4 Petition (R25-12)
GP-4	Grading Plan 3 Of 4 Petition (R25-12)
GP-5	Grading Plan 4 Of 4 Petition (R25-12)
LP-1	Overall Landscape Petition (R25-12)
LP-2	Landscape Plan 1 Of 4 Petition (R25-12)
LP-3	Landscape Plan 2 Of 4 Petition (R25-12)
LP-4	Landscape Plan 3 Of 4 Petition (R25-12)
LP-5	Landscape Plan 4 Of 4 Petition (R25-12)
LP-6	Urban Open Space Design 1 Of 2 Petition (R25-12)
LP-7	Urban Open Space Design 2 Of 2 Petition (R25-12)
LP-8	Four Step Process Petition (R25-12)
UT-1	Utility Plan Petition (R25-12)

Development Information:

Project Name:	Oak Grove Hill Phases 1 & 2 Construction Plans Huntersville, NC (Mecklenborg County)	Oak Grove Hill Phase 3 Construction Plans Huntersville, NC (Mecklenburg County)	Oak Grove Hill Phase 1, 2, & 3 Construction Plans Huntersville, NC (Mecklenburg County)
Developer:	Bowman Bayard Bradford, LLC 13815 Cinnabar Place Huntersville, NC 28078	Bowman Bayard Bradford, LLC 13815 Cinnabar Place Huntersville, NC 28078	Bowman Bayard Bradford, LLC 13815 Cinnabar Place Huntersville, NC 28078
Zoning:	NR-CD	NR-CD	NR-CD
Acreage:	38.06 ± ACRES = 1,657,458 SF	28.87 ± ACRES = 1,257,577 SF	66.92 ± ACRES = 2,915,035 SF
River Basin:	UPPER CATAWBA/ WESTERN CATAWBA	UPPER CATAWBA/ WESTERN CATAWBA	UPPER CATAWBA/ WESTERN CATAWBA
Stream Classification:	Perennial Stream	Perennial Stream	Perennial Stream
Principle Use(s):	Single Family Residential	Sngle Family Residental	Single Family Residential
Disturbed Acreage:	±33.2 AC.	±23.96 AC.	±57.16 AC.
Percentage of Impervious Allowed:	38.05 AC. (100%)	28.87 AC. (100%)	66.92 AC. (100%)
Percentage of Impervious Shown:	13.72 AC. (30.4%)	8.95 AC. (31.00%)	21.67 AC. (33.88%)
Building type:	Detached House (105 Lots)	Detached House (52 Lots)	Detached House (157 Lots)
Build to Line:			
	SINGLE FAMILY 42-52': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 42-52': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 42-52': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.
	SINGLE FAMILY 51-60': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 51-60': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 51-60': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.
	SINGLE FAMILY 61-93': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 61-93': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 61-93': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.
Minimum Lot Width:	SINGLE FAMILY: 42 FT. SINGLE FAMILY: 51 FT. SINGLE FAMILY: 61 FT	SINGLE FAMILY: 42 FT. SINGLE FAMILY: 51 FT. SINGLE FAMILY: 61 FT	SINGLE FAMILY: 42 FT. SINGLE FAMILY: 51 FT. SINGLE FAMILY: 61 FT
Lot Width Range (Measured at Build-To line):			
61-93 FT.	SINGLE FAMILY: 12	SINGLE FAMILY: 0	SINGLE FAMILY: 12
51-60 FT.	SINGLE FAMILY: 73	SINGLE FAMILY: 52	SINGLE FAMILY: 125
42-50 FT.	SINGLE FAMILY: 20	SINGLE FAMILY: 0	SINGLE FAMILY: 20
Min. Lot Size:	5,355 Ft.	6,500 Ft.	5,355 Ft.
Average Lot Size:	4,284 Sf.	7,717 Sf.	6,000 Sf.
Low Density/ HighDensity:	High Density	High Density	High Density
Watershed District:	Long Creek	Long Creek	Long Creek
Regulated Watershed:	Yes	Yes	Yes
Traffic Calming Method:	On-Street Parking	On-Street Parking	On-Street Parking
Sidewalk Width:	5 FT.	5 FT.	5 FT.
Planting Strip:	7 FT.	7 FT.	7 FT.

DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
10/29/2025	Second Submittal to Town of Huntersville	1

NORTH CAROLINA 811 — North Carolina One-Call Center
811 Know what's below. Call before you dig.

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799
www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal: NORTH CAROLINA PROFESSIONAL ENGINEERING & SURVEYING SEAL C-4168 R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. GATES 10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: DATE DRAWN	Asbuilt Date: DATE OF SURVEY

Client:

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:

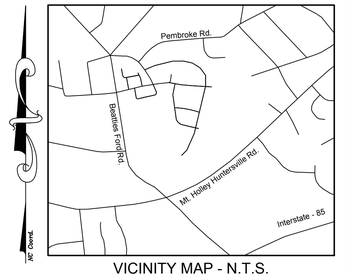
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Cover Petition (R25-12)

Project No.: 5259	Drawing No.: COVER
DWG File Name: 5259_Cover	





LEGEND

- WETLANDS
- S.W.I.M BUFFER
- SOIL LINE
- EX. TREE LINE
- EX. TREE LINE HATCH
- TREE SAVE AREA
- 25%-100% SLOPE
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- PHASE 1 & PHASE 2 PROPERTY LINE
- PHASE 3 PROPERTY LINE

EXISTING CONDITIONS NOTES:
- NO EXISTING MEADOWS AND SCENIC VIEWS IN OR OUT OF SITE
- NO EXISTING CEMETERIES, TRACKS, OR TRAILS ON SITE
- NO SIGNIFICANT WILDLIFE HABITAT OR PRIME AGRICULTURAL FARMLAND ON SITE
- NO HISTORIC, ARCHAEOLOGICAL, AND CULTURAL FEATURES LISTED (OR ELIGIBLE TO BE LISTED) ON NATIONAL, STATE OR COUNTY REGISTERS OR INVENTORIES
- NO AQUIFERS/ RECHARGE AREAS ON SITE

EXISTING DATA:

FEMA Panel: 3710453800K

Watershed: Long Watershed

Soil Types:

CeB2	- Cecil sandy clay loam, 2 to 8 percent slopes	55.6%
CeD2	- Cecil sandy clay loam 8 to 15 percent slopes	6.5%
EnB	- Enon sandy loam, 2 to 8 percent slopes	7.7%
EnD	- Enon sandy loam, 8 to 15 percent slopes	4.9%
PaE	- Pacolet sandy loam, 15 to 25 percent slopes	24.5%
VaB	- Vance sandy loam, 2 to 8 percent slopes	0.7%

Soil Hydrologic Groups: (% of site area)			
	Phase 1 & 2	Phase 3	All Phases
ZONING:	NR-CD	NR-CD	NR-CD
ACREAGE:	38.05± ACRES	28.87± ACRES	66.92± ACRES
Group A	0	0	0
Group B	20.3± ACRES(53.0%)	24.5± ACRES (85.90%)	44.88± ACRES (67.1%)
Group C	18.0± ACRES (47.0%)	3.80± ACRES (14.10%)	22.04± ACRES (32.9%)
Group D	0	0	0
Group B/D	0	0	0

CONSTRAINING FEATURES: PHASE 1 & 2		PHASE 3	ALL PHASES
ZONING:	NR-CD	NR-CD	NR-CD
ACREAGE:	38.05± ACRES	28.87± ACRES	66.92± ACRES
SWIM BUFFER	2.43± ACRES	0.76± ACRES	3.19± ACRES
WETLANDS:	0.000± ACRES	0.185± ACRES	0.185± ACRES
SLOPE ANALYSIS: (% OF SITE AREA)			
0% - 10%	29.3 ACRES (77.00%)	18.0 ACRES (62.35%)	47.3 ACRES (70.68%)
10% - 15%	4.34 ACRES (11.41%)	5.38 ACRES (18.64%)	9.72 ACRES (14.52%)
15% - 25%	2.74 ACRES (7.20%)	4.55 ACRES (15.76%)	7.29 ACRES (10.89%)
25% - 100%	1.70 ACRES (4.47%)	0.29 ACRES (1.00%)	1.99 ACRES (2.97%)

Impervious Area Table Phase 1 & 2		Impervious Area Table Phase 3		Impervious Area Table All Phases	
% Impervious Shown	Max. Allowable	% Impervious Shown	Max. Allowable	% Impervious Shown	Max. Allowable
13.72 Ac. (36.04%)	38.05 Ac. (100%)	8.95Ac. (31.00%)	28.87 Ac. (100%)	22.67 Ac. (33.88%)	66.92 Ac. (100%)

NOTE: 1% or 150 sq/ft of impervious area per lot added to overall to allow for addition of future impervious area by the homeowner/occupant.

OAK GROVE HILL TREE PRESERVATION

	PHASE 1&2	PHASE 3	ALL PHASES
SITE ACREAGE	38.05± AC	28.87± AC	66.92± AC
% COVERED BY TREE CANOPY	26.26± AC (69.0%)	22.07± AC (78.1%)	48.33± AC (72.2%)
% OF TREE CANOPY PRESERVATION REQUIRED	3.81± AC (10%)	2.89± AC (10%)	6.70± AC (10%)
% OF TREE CANOPY PROVIDED	3.48± AC (9.15%)	5.73± AC (19.85%)	9.21± AC (13.76%)
NO. OF SPECIMEN TREES ON-SITE*	8	83	91
NO. OF SPECIMEN TREES TO BE SAVED (MIN REQ. 10%)	3 (37%)	36 (43%)	39 (43%)
NO. OF HERITAGE TREES ON SITE	0	1	1

TREE LEGEND

TR	- Tree	GU	- Gum
EL	- Elm	MA	- Maple
BE	- Beach	PE	- Pecan
P	- Pine	WA	- Walnut
PO	- Poplar	HI	- Hickory
OA	- Oak		

TREE PRESERVATION

Specimen tree - A tree (or group of trees) that may be considered important community assets due to their unique or noteworthy characteristics or values. A tree may be considered a specimen tree based on its size, age, rarity or special historical or ecological significance and may also meet the following critieria:

- Large hardwood (e.g. oaks, poplars, maples, etc.) and softwoods (e.g. pines) in good or better or better condition with a DBH of 24" or greater.
- Smaller understory trees (e.g. dogwoods, redbuds, sourwoods, persimmons, etc.) in good or better condition with a DBH of 12" or greater.
- Lesser-sized trees of rare species or special intrinsic value as approved by staff.

Heritage tree - A tree that is listed in the North Carolina Big Tree List, the American Forest Association's Champion Tree list, the Mecklenburg County treasure Tree List or any tree that would meet 80% of the points of a tree on North Carolina's Big Tree List.

Note: Urban open spaces shall include one or more of the following: landscaping, walks, seating, fountains, playground equipment, statues, etc. Materials used shall be a combination of brick pavers, stamped asphalt, stone, wrought iron, wood, crushed gravel or stone etc.

GRAPHIC SCALE
−150 0 75 150 300 600
(IN FEET)
1 inch = 150 ft.

DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
10/29/2025	Second Submittal to Town of Huntersville	1

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RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

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www.rjoeharris.com

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Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING CORP. R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL SEAL 051823 ENGINEER DANIEL B. GATES 10/29/2025

Project Manager	Drawn
D. Gates	K. Sinclair
Department Manager	Checked
B. Pridemore	D. Gates
Print/Plot Date	
October 29, 2025	
Asbuilt Drawn	Asbuilt Date
-	-

Client

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

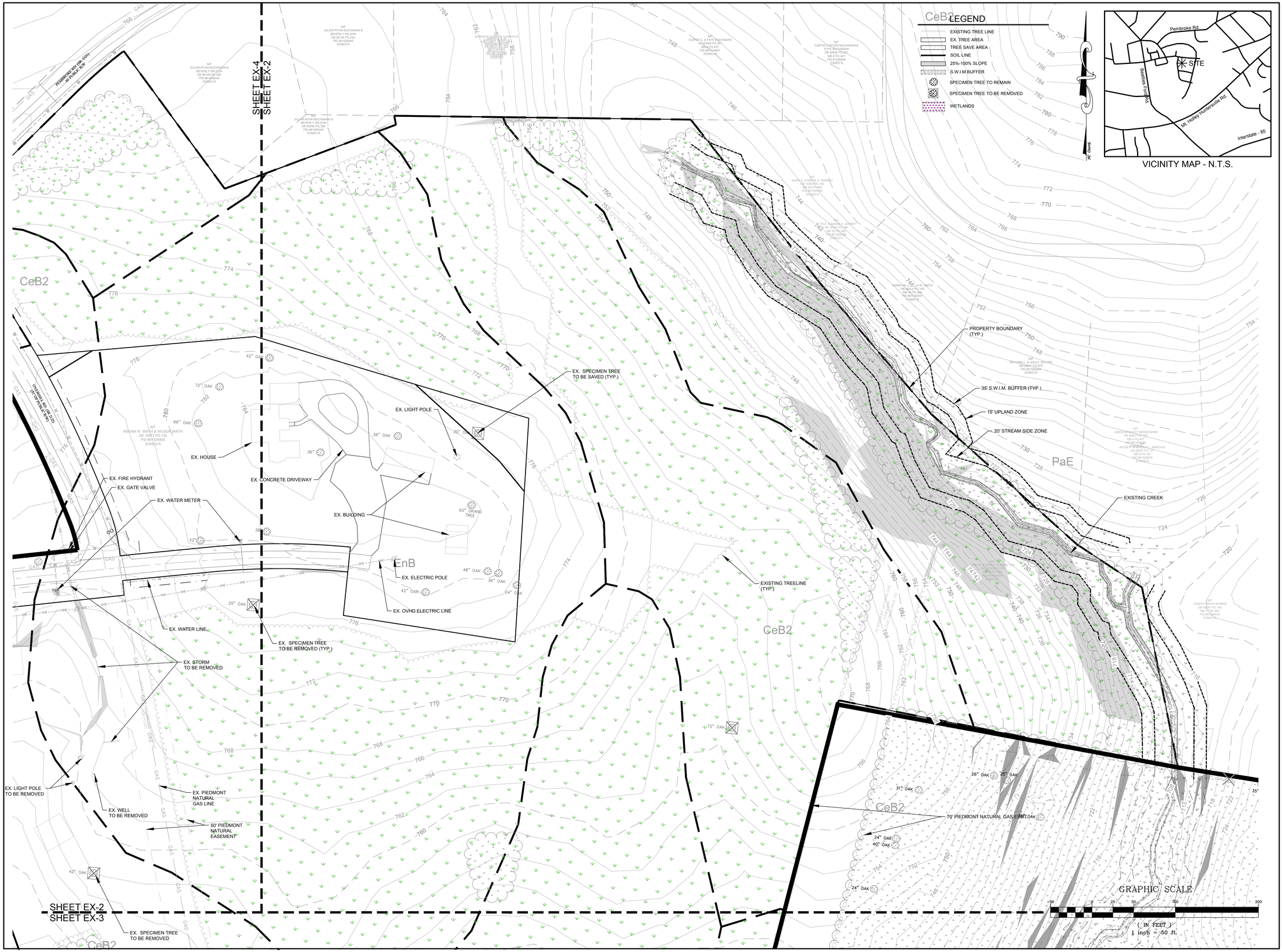
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Overall Existing Conditions Petition (R25-12)

Project No.	Drawing No.
5259	EX-1
DWG File Name: 5259_Existing Conditions-Phase 1 & 2	



DATE	ISSUED FOR	REV
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Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. GATES 10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Existing Conditions 1 Of 5 Petition (R25-12)

Project No.	Drawing No.
5259	EX-2
DWG File Name: 2839-Existing Condition	

SHEET EX-2
SHEET EX-3

CeB2
CeB2
CeD2
VaB
VaB
EnD
PaE
W
CeD2
EnD
EnD
CeB2
CeB2

36" OAK
33" OAK
EX. SPECIMEN TREE TO BE REMOVED (TYP.)

EXISTING POND

EX. TREELINE

PROPERTY BOUNDARY (TYP.)

EX. PIEDMONT NATURAL GAS LINE

MATCHLINE

MATCHLINE

PIEDMONT NATURAL EASEMENT

EX. PIEDMONT NATURAL GAS LINE

17' APPARENT GAP BETWEEN R.O.W. PER DB 860 PG 87 & DB 865 PG 97

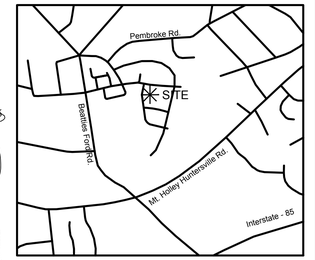
PROPERTY BOUNDARY (TYP.)

LEGEND

- EXISTING TREE LINE
- EX. TREE AREA
- TREE SAVE AREA
- SOIL LINE
- 25%-100% SLOPE
- S.W.I.M BUFFER
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- WETLANDS

28" OAK
28" OAK
26" OAK
29" OAK
26" OAK
25" OAK
24" OAK
27" OAK
26" OAK
24" OAK
30" DOUBLE OAK
26" OAK
28" OAK
25" OAK
24" OAK
34" OAK
27" OAK
46" OAK
37" HARDWOOD
27" OAK
34" OAK
24" HARDWOOD
24" OAK
25" HARDWOOD
37" OAK

GRAPHIC SCALE
-50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.



VICINITY MAP - N.T.S.

DATE	ISSUED FOR	REV

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Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. GATES

10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

Carver Bowman, LLC
13815 CINNABAR PLACE
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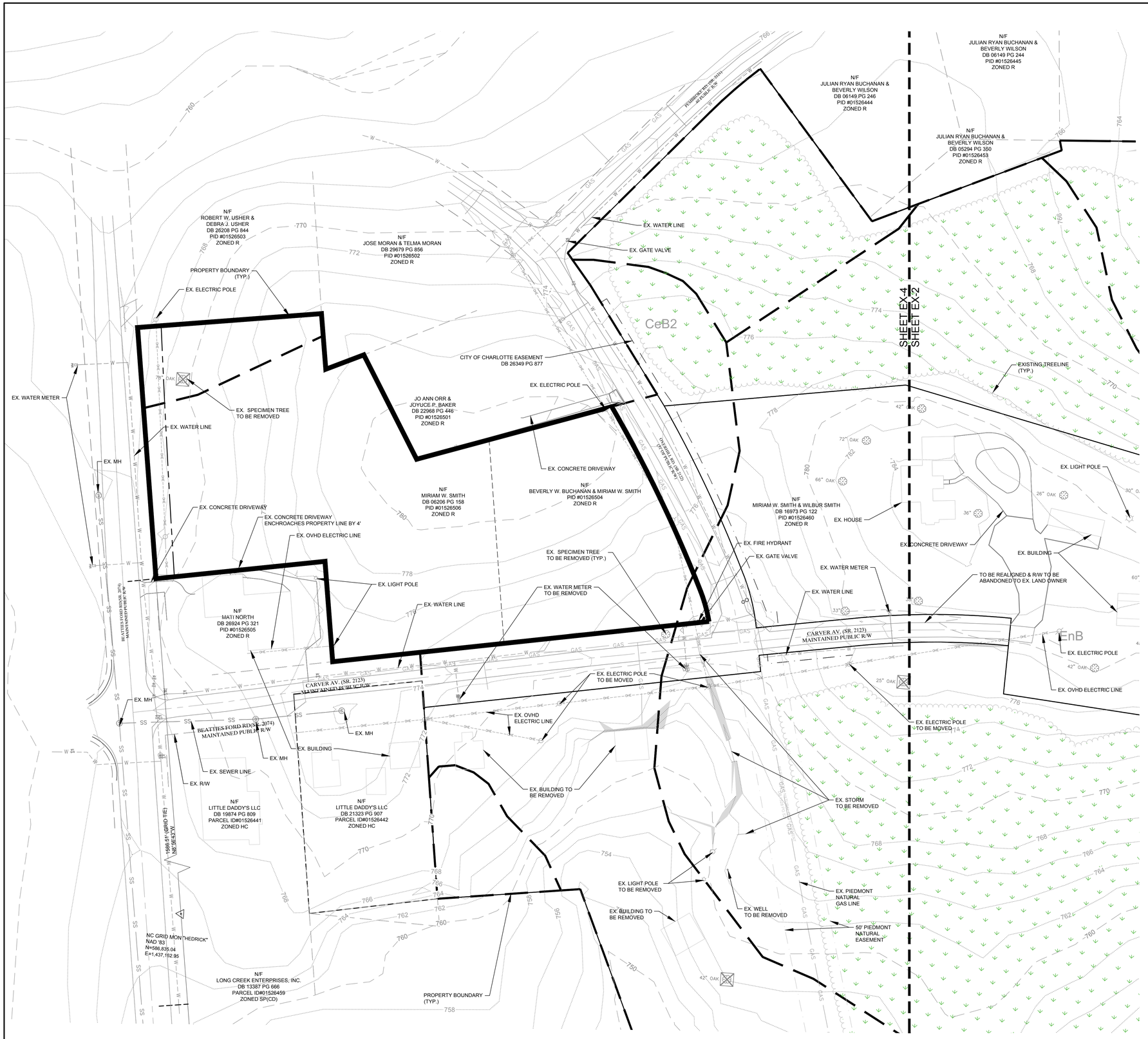
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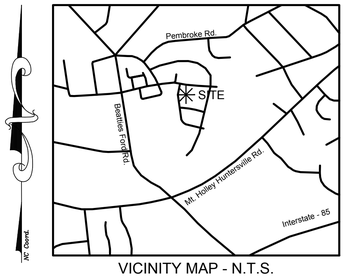
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Existing Conditions 2 Of 5 Petition (R25-12)

Project No.	Drawing No.
5259	EX-3
DWG File Name: 2839-Existing Condition	





VICINITY MAP - N.T.S.

LEGEND

- EXISTING TREE LINE
- EX. TREE AREA
- TREE SAVE AREA
- SOIL LINE
- 25%-100% SLOPE
- S.W.I.M BUFFER
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- WETLANDS

DATE	ISSUED FOR	REV

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Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER — SEAL 051823 — DANIEL B. GATES

10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

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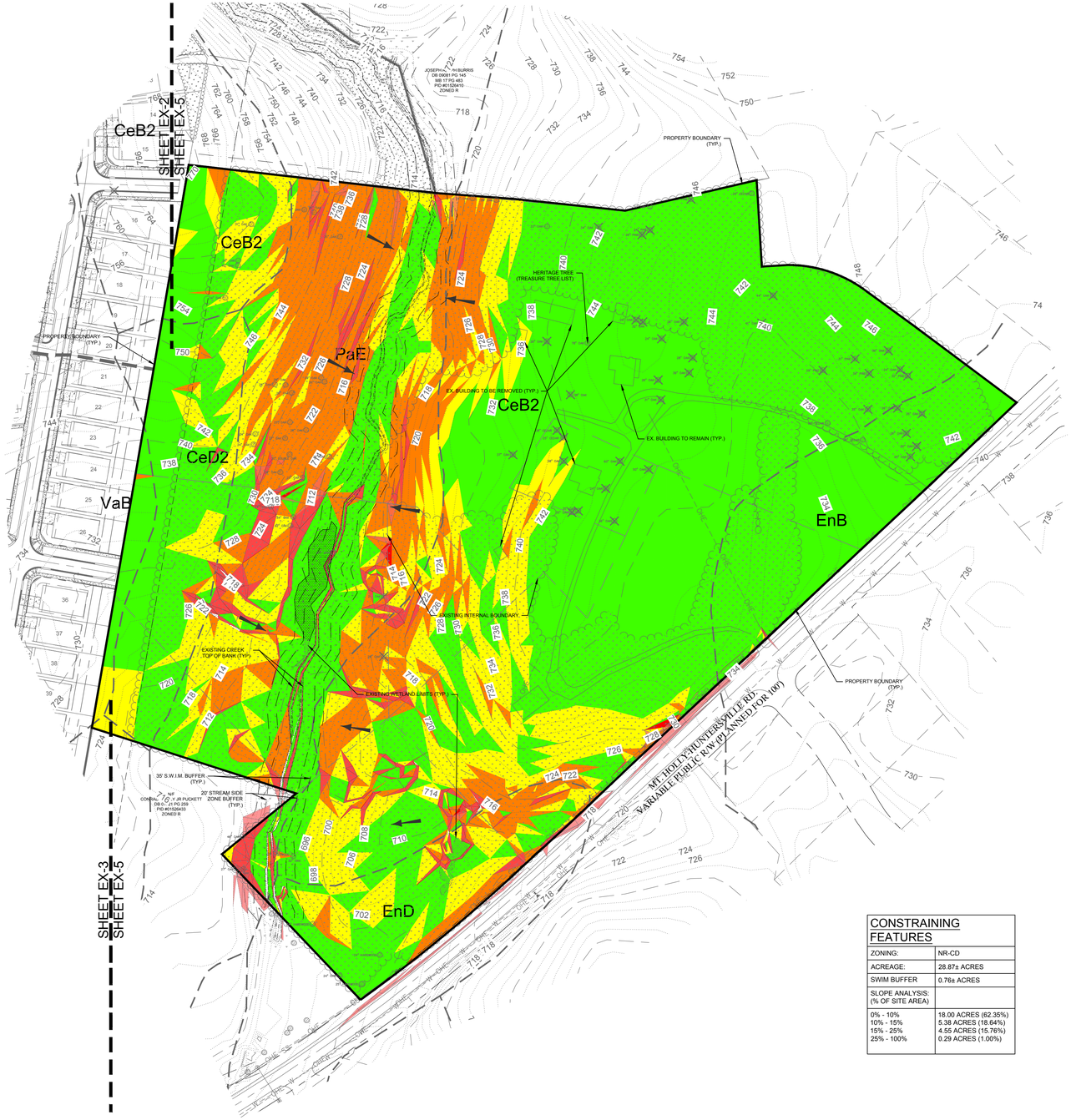
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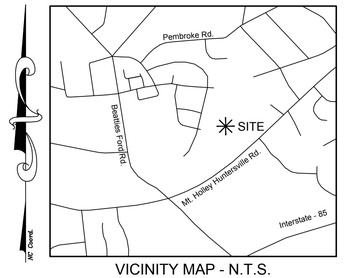
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Existing Conditions 3 Of 5 Petition (R25-12)

Project No.	Drawing No.
5259	EX-4
DWG File Name: 2839-Existing Condition	





VICINITY MAP - N.T.S.

LEGEND

- EXISTING TREE LINE
- EX. TREE AREA
- TREE SAVE AREA
- SOIL LINE
- 25%-100% SLOPE
- S.W.I.M BUFFER
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED
- 0-10% SLOPES
- 10-15% SLOPES
- 15-25% SLOPES
- >25% SLOPES
- FLOW DIRECTION
- WETLANDS

CONSTRAINING FEATURES

ZONING:	NR-CD
ACREAGE:	28.87± ACRES
SWIM BUFFER	0.76± ACRES
SLOPE ANALYSIS: (% OF SITE AREA)	
0% - 10% 10% - 15% 15% - 25% 25% - 100%	18.00 ACRES (62.35%) 5.38 ACRES (18.64%) 4.55 ACRES (15.76%) 0.29 ACRES (1.00%)

TREE PRESERVATION

ZONING:	NR (CD)
ACREAGE:	±28.87 ACRES
COVERED BY TREE CANOPY: 78.1%	±22.07 ACRES
TREE CANOPY PRESERVATION REQUIRED: 10%	±2.89 ACRES
TREE CANOPY PRESERVATION PROVIDED: 19.85%	±5.73 ACRES
NO. OF SPECIMEN TREES ON-SITE:	83
NO. OF SPECIMEN TREES SAVED:(Min. Req. 10%)	36 (Provided 43%)
NO. OF HERITAGE TREES ON-SITE:	1
NO. OF HERITAGE TREES SAVED:	1 (Provided 100%)

GRAPHIC SCALE

-100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
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Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL SEAL 051823 ENGINEER DANIEL B. GATES 10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

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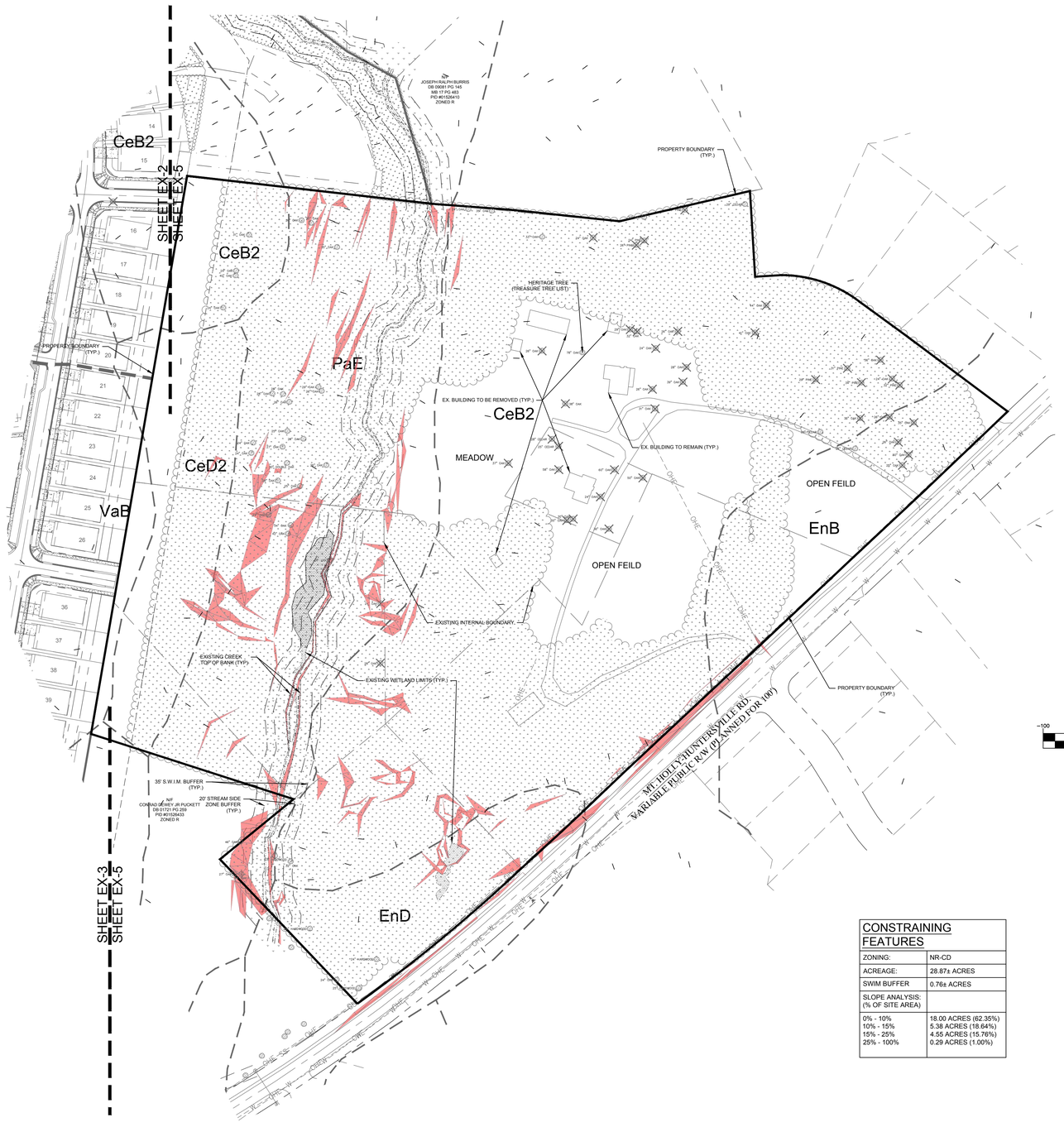
Project:

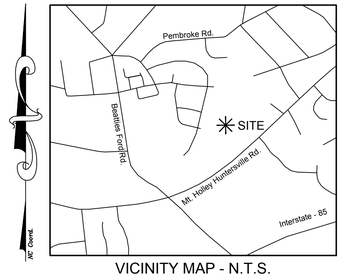
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Existing Conditions-Slope Anylsis 4 Of 5 Petition (R25-12)

Project No.	Drawing No.
5259	EX-5
DWG File Name: 5259_Existing Conditions	





VICINITY MAP - N.T.S.

LEGEND

- EXISTING TREE LINE
- EX. TREE AREA
- TREE SAVE AREA
- SOIL LINE
- 25%-100% SLOPE
- S.W.I.M BUFFER
- WETLANDS
- SPECIMEN TREE TO REMAIN
- SPECIMEN TREE TO BE REMOVED

GRAPHIC SCALE

-100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

CONSTRAINING FEATURES

ZONING:	NR-CD
ACREAGE:	28.87± ACRES
SWIM BUFFER	0.76± ACRES
SLOPE ANALYSIS: (% OF SITE AREA)	
0% - 10% 10% - 15% 15% - 25% 25% - 100%	18.00 ACRES (62.35%) 5.38 ACRES (18.64%) 4.55 ACRES (15.76%) 0.29 ACRES (1.00%)

TREE PRESERVATION

ZONING:	NR (CD)
ACREAGE:	±28.87 ACRES
COVERED BY TREE CANOPY: 78.1%	±22.07 ACRES
TREE CANOPY PRESERVATION REQUIRED: 10%	±2.89 ACRES
TREE CANOPY PRESERVATION PROVIDED: 19.85%	±5.73 ACRES
NO. OF SPECIMEN TREES ON-SITE:	83
NO. OF SPECIMEN TREES SAVED:(Min. Req. 10%)	36 (Provided 43%)
NO. OF HERITAGE TREES ON-SITE:	1
NO. OF HERITAGE TREES SAVED:	1 (Provided 100%)

DATE	ISSUED FOR	REV
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Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Existing Conditions 5 Of 5 Petition (R25-12)

Project No.: 5259	Drawing No.: EX-6
DWG File Name: 5259_Existing Conditions	

Huntersville General Notes:

1. All development and construction shall comply with all zoning and subdivision standards of the Town of Huntersville, Mecklenburg County, and NCDOT, as applicable.
2. This property may be subject to any easements and/or right-of-way of record.
3. All applicable federal, state, and local environmental permits and approvals will be obtained by the Developer.
4. All areas designated as common and/or urban open space shall be owned and maintained by the homeowners association and dedicated for perpetuity.
5. Access (ingress/egress) location and design shown on this sketch plan area subject to achieving vertical and horizontal sight distances, turn lane improvements (including right-of way) and intersection with adjacent and opposing access points. Modifications to plan may result.
6. Large maturing trees will be planted 40' O/C within the required planting strip along all streets. Small maturing trees are to be used where overhead power lines exist.
7. Provide notations on the process of mail delivery, garbage pickup and any special notation for fire apparatuses.
8. Garbage pick-up shall be via roll-out trash and mail delivery shall be to mail kiosks.
9. Residential Garages. On lots greater than 60' in width, front-loading garages shall be recessed at least 10 feet behind the primary plane of the front facade of the structure. Exception for single family detached dwellings with 1400 square feet or less of heated air space: single bay front loading garages may be built flush with, but may not project in front of, the primary plane of the front facade of the structure; double bay front loading garages shall be recessed at least 10 feet behind the primary plane of the front facade of the structure. On lots 60 feet or less in width, alley access is required if on-site parking is provided except as provided below. Detached garages may only be placed in the established rear yard or be attached side or rear loading. (Article 8.16.1 & 2 & 6TOH ZO).
10. Once the streets are accepted by the Town, street trees shall be maintained and cared for by the property owner adjacent to the tree except in subdivisions where the property owner association is responsible for maintenance(ZO, Article 7.3.7).
11. Block Lengths shall adhere to the approved Sketch Plan.
12. Side Lot Lines. Side lot lines shall, as nearly as practicable, be at right angles or radial to street lines where side lot lines intersect at the rear of the lot, the angle of intersection shall not be less that 60 degrees (Sect. 7.220 TOH SO).
13. Building Separation. All detached principle structures in all districts shall preserve a minimum building separation of 10 feet. The requirement of the district to conform to an existing pattern of building spacing along a street may require a greater separation or the provision of specified side. All detached accessory structures in all districts shall maintain a minimum building separation of 4 feet, as measured from the overhang (Article 8.10 TOH ZO).
14. HVAC/Other Utilities must be located outside an established setback, required side yard, and not within 5' of a side or rear lot line (Article 8.8.2 TOH ZO).
15. All signs will be reviewed and approved separately and shall meet Article 10 of the TOH ZO.
16. Except as specifically provided in the Rural and Transitional districts, detached house types and two-unit attached house types shall be required to have a lot width greater than 50' feet. Developers shall have the option to provide lot widths 50' wide or less when alley access allowing on-site parking is provided for detached house types and two-unit attached house types. Further, developers shall also have the option to apply for conditional district rezoning to create lot widths 50' feet wide or less without an alley provided if it can demonstrate the development can accommodate on-street parking, meet all the provisions of the zoning ordinance including installation of street trees, and demonstrate public services such as trash pick-up can be provided.
17. (Traffic Control/Pavement Markings & Street Lighting Plan) - (1) Standard street markers must be installed by the developer at one corner of all intersections, including private streets, before any certificates of occupancy may be issued for buildings or residences along those streets. The design, material, location and installation of the signs must be in accordance with standards specified in the Land Development Standards Manual unless an alternative design is approved. (2) Barricades must be installed at the end of all dead-end streets except cul-de-sac streets, which have been improved with a permanent turnaround as required by this Ordinance. Design, material, and installation of the barricades must be in accordance with the Land Development Standards Manual. (3) No department, officer, agent, or employee of the town will accept for maintenance, lay out, open, improve, grade, pave or light any streets or authorize the laying of water mains, sewers, electrical service extensions or other facilities or utilities in any street in the town unless: such street has been accepted or open as, or has otherwise received the legal status of, a public street prior to the effective date of this ordinance; or for any new street, such street corresponds in its locations and lines with a street shown on a preliminary subdivision plan, tentatively approved by the Town Manager or Designated Administrative Agent; or such street has been accepted as a public street by a vote of a majority of all the members of the Town Board or by the State of North Carolina; or such street has been accepted as a public street by the State of North Carolina; or such street is an approved private street built in conformance with provisions of all applicable ordinances. (Section 8.170 & 8.200 TOH SO)
18. Maintenance Guarantee. All improvements required b this ordinance shall be guaranteed against defects in workmanship and materials by the subdivider for a period of one year from the date of the filing of the final plat or the date of the completion of the improvement, whichever is the later. The subdivider shall file with the Town a maintenance bond with adequate sureties in an amount determined by the Town of Huntersville/Mecklenburg County to be sufficient to assure proper maintenance and repair of such improvements for the one-year warranty period. (Section 8.400 TOH SO)
19. Maintenance Covenants. Prior to the issurance of an Occupancy Permit for any building within a permitted development served by a BMP, the applicant or owner of the BMP shall establish a formal Maintenance Covenant approved by the Mecklenburg County Land Use and Environmental Services Agency and recorded in the Office of the Register of Deeds in which the owner acknowledges the duty of the owner and all subsequent owners of the property to maintain the BMP in accordance with the terms of the Covenant.
20. Alley access for on-site parking is strongly encouraged for three-unit or more attached house types.
21. Direct access from lots to a thoroughfare is prohibited.
22. Lots subject to flooding should not be established in subdivisions except as provided in Section 7.280 (if applicable).
23. Any construction or use within the areas delineated by floodway fringe district boundary line and floodway district encroachment line is subject to the restrictions imposed by floodway regulation.
24. All alleyways shall be open from general usage by the general public but shall not be accepted by the public for maintenance. Maintenance shall be the responsibility of the developer/associations of homeowners.
25. Build-to line:- A line extending through a lot which is generally parallel to the front property line and marks the location from which the principle vertical plane of the front building elevation must be erected; intended to create an even building facade line on a street. The build-to line is established on the record plat (final plat).
26. The proposed method for providing potable water & sanitary sewer shall be provided by Charlotte Water via connected waterlines & sewer lines.
27. Water Quality LID Maintenance. BMPs that are constructed on privately owned land and that are not within a public easement shall be maintained by the Property Owners Association or the owner of the subject property. BMP's that are constructed on public land within public right-of-way, and/or within public easements shall be maintained by the public body with ownership/jurisidiction of the subject property.
28. Water Quality LID. Financial Arrangements are to be made through Meck. County guaranteeing the installation and maintenance of required BMPs until the issuance of CO's for seventy-five percent (75%) of all construction which might reasonable be anticipated to be built within the area which drains into the BMP, allowing credit for improvements completed prior to the submission of the final plat. The approval of the High Density Development Permit will be subject to developer compliance with Section 10.509 paragraph 3 of the Mecklenburg County Zoning Ordinance, the provisions of which, including subsequent amendments, are incorporated herein.

EXISTING DATA

FEMA Panel: 3710453800K
Watershed: Long Creek
Soil Types:
CeB2 - Cecil sandy clay loam, 2 to 8 percent slopes
CeD2 - Cecil sandy clay loam, 8 to 15 percent slopes
EnB - Enon sandy loam, 2 to 8 percent slopes
EnD - Enon sandy loam, 8 to 15 percent slopes
PaE - Pacolet sandy loam, 15 to 25 percent slopes
Vab - Vance sandy loam, 2 to 8 percent slopes
W - Water

CONSTRAINING FEATURES: PHASE 1 & 2		PHASE 3	ALL PHASES
ZONING:	NR-CD	NR-CD	NR-CD
ACREAGE:	38.05± ACRES	28.87± ACRES	66.92± ACRES
SWIM BUFFER	2.43± ACRES	0.76± ACRES	3.19± ACRES
WETLANDS:	0.000± ACRES	0.185± ACRES	0.185± ACRES
SLOPE ANALYSIS: (% OF SITE AREA)			
0% - 10% 10% - 15% 15% - 25% 25% - 100%	29.3 ACRES (77.00%) 4.34 ACRES (11.41%) 2.74 ACRES (7.20%) 1.70 ACRES (4.47%)	18.0 ACRES (62.35%) 5.38 ACRES (18.64%) 4.55 ACRES (15.76%) 0.29 ACRES (1.00%)	47.3 ACRES (70.68%) 9.72 ACRES (14.52%) 7.29 ACRES (10.89%) 1.99 ACRES (2.97%)

Soil Hydrologic Groups: (% of site area)			
	Phase 1 & 2	Phase 3	All Phases
ZONING:	NR-CD	NR-CD	NR-CD
ACREAGE:	38.29± ACRES	28.87± ACRES	66.55± ACRES
Group A	0	0	0
Group B	20.3± ACRES(53.0%)	24.5± ACRES (85.90%)	44.88± ACRES (67.1%)
Group C	18.0± ACRES (47.0%)	3.8± ACRES (14.10%)	22.04± ACRES (32.9%)
Group D	0	0	0
Group B/D	0	0	0

TREE PRESERVATION

Specimen tree - A tree (or group of trees) that may be considered important community assets due to their unique or noteworthy characteristics or values. A tree may be considered a specimen tree based on its size, age, rarity or special historical or ecological significance and may also meet the following criteria:

- Large hardwood (e.g. oaks, poplars, maples, etc.) and softwoods (e.g. pines) in good or better or better condition with a DBH of 24" or greater.
- Smaller understory trees (e.g. dogwoods, redbuds, sourwoods, persimmons, etc.) in good or better condition with a DBH of 12" or greater.
- Lesser-sized trees of rare species or special intrinsic value as approved by staff.

Heritage tree - A tree that is listed in the North Carolina Big Tree List, the American Forest Association's Champion Tree list, the Mecklenburg County treasure Tree List or any tree that would meet 80% of the points of a tree on North Carolina's Big Tree List.

Note: Urban open spaces shall comply with Article 7.7 of the Zoning Ordinance and include one or more of the following: landscaping, walks, seating, fountains, playground equipment, statues, etc. Materials used shall be a combination of brick pavers, stamped asphalt, stone, wrought iron, wood, crushed gravel or stone etc.

OAK GROVE HILL TREE PRESERVATION

	PHASE 1&2	PHASE 3	ALL PHASES
SITE ACREAGE	38.29± AC	28.87± AC	66.92± AC
% COVERED BY TREE CANOPY	26.26± AC (68.6%)	22.07± AC (76.45%)	48.33± AC (72.22%)
% OF TREE CANOPY PRESERVATION REQUIRED	3.83± AC (10%)	2.89± AC (10%)	6.70± AC (10%)
% OF TREE CANOPY PROVIDED	3.48± AC (9.1%)	5.73± AC (19.85%)	9.21± AC (13.76%)
NO. OF SPECIMEN TREES ON-SITE*	8	83	91
NO. OF SPECIMEN TREES TO BE SAVED (MIN REQ. 10%)	3 (37%)	36 (43%)	39 (43%)
NO. OF HERITAGE TREES ON SITE	0	1	1

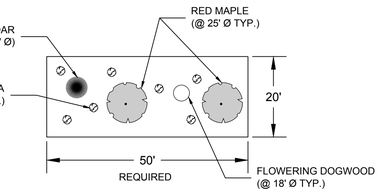
* DOES NOT INCLUDE SPECIMEN TREES W/IN PROPOSED SMITH PROPERTY BOUNDARY

TREE LEGEND

TR - Tree
EL - Elm
BE - Beach
P - Pine
PO - Poplar
OA - Oak
GU - Gum
MA - Maple
PE - Pecan
WA - Walnut
HI - Hickory

SUPPLEMENTAL RESIDENTIAL BUFFER YARD LANDSCAPING ALONG ABUTTING PROPERTIES

TOTAL LENGTH = 50 LINEAR FEET X 20 LINEAR FEET = 1000SQFT

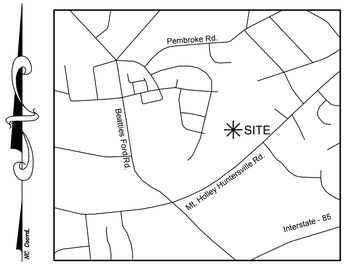


- 50% (2 TREE) EVERGREEN TREES PER 50LF
- 25% (1 TREE) CANOPY TREES PER 50LF (LARGE MATURING)
- 25% (1 TREE) UNDERSTORY TREES PER 50LF (SMALL MATURING)
- 7 SHRUBS PER 50LF

(NUMBER OF TREES & SHRUBS SHOWN MUST BE THE MINIMUM NUMBER PLANTED. TYPE & ACTUAL LOCATION MAY VARY.)
(EXISTING TREES AND SHRUBS CAN COUNT TOWARDS PLANTING REQUIREMENTS, AS LONG AS THEY MEET THE REQUIRED SIZE)

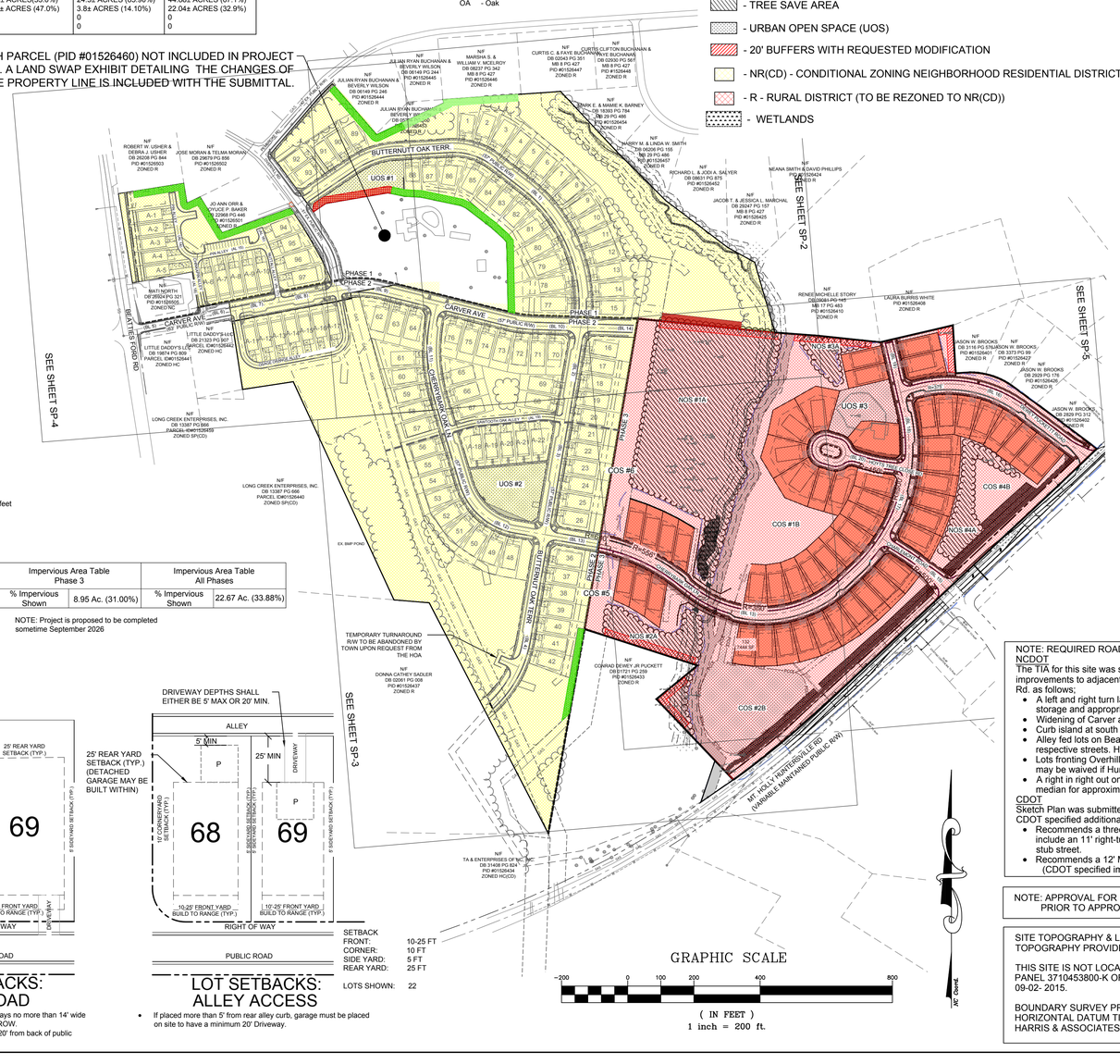
LEGEND

- 35' SWIM BUFFER
- 20' UNDISTURBED BUFFER
- 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
- 20' REPLANTED BUFFER
- TREE SAVE AREA
- URBAN OPEN SPACE (UOS)
- 20' BUFFERS WITH REQUESTED MODIFICATION
- NR(CD) - CONDITIONAL ZONING NEIGHBORHOOD RESIDENTIAL DISTRICT
- R - RURAL DISTRICT (TO BE REZONED TO NR(CD))
- WETLANDS



VICINITY MAP - N.T.S.

SMITH PARCEL (PID #01526460) NOT INCLUDED IN PROJECT AREA. A LAND SWAP EXHIBIT DETAILING THE CHANGES OF THE PROPERTY LINE IS INCLUDED WITH THE SUBMITTAL.



ROAD NAME LENGTH

BUTTERNUT OAK TERR	2,433 LF
CARVER AVE	1,550 LF
CHERRYBARK OAK LN	2,641 LF
CHARLEMONT RD	279 LF
DEWEY PUCKETT RD	665 LF
HOYTS TREE CLOSE RD	312 LF

ALLEY NAME LENGTH

PIN ALLEY	437 LF
CHINKAPIN OAK ALLEY	184 LF
OSAGE ORANGE ALLEY	626 LF
SAWTOOTH OAK ALLEY	361 LF
NUTTALL ALLEY	232 LF

ROAD BLOCK LENGTHS

BL 1	1,246'	BL 7	136'	BL 13	1160'
BL 2	283'	BL 8	178'	BL 14	157'
BL 3	352'	BL 9	307'	BL 15	279'
BL 4	551'	BL 10	442'	BL 16	665'
BL 5	236'	BL 11	388'	BL 17	228'
BL 6	135'	BL 12	479'	BL 18	231'
				BL 19	155'
				BL 20	285'

*In major subdivisions the dimension of blocks may not exceed 800 linear feet between cross streets.

ALLEY BLOCK LENGTHS

AL 14	215'	AL 16	51'
AL 15	222'	AL 17	161'
AL 18	181'	AL 19	361'

Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C1	223.08	8.58	1489.60
C2	33.53	11.30	170.00
C3	71.27	7.66	532.98
C4	170.43	11.56	845.00
L1	137.93	S70° 15' 02.81"W	
L2	81.41	S70° 15' 02.81"W	
L3	126.99	N31° 31' 24.74"W	
L4	44.12	S64° 35' 27.67"W	
L5	60.54	N9° 07' 20.97"W	
L6	200.13	S81° 09' 10.39"W	
L7	273.43	S8° 52' 53.75"E	
L8	184.38	N79° 27' 40.55"E	
L9	109.25	S9° 03' 07.48"E	
L10	186.97	N79° 12' 35.09"E	
L11	223.70	N79° 12' 35.09"E	
L12	269.43	N1° 10' 17.70"W	
L13	343.27	N78° 03' 36.20"W	
L14	263.13	S80° 21' 33.74"W	
L15	153.01	N36° 08' 11.61"W	
L16	43.55	N39° 42' 09.24"W	

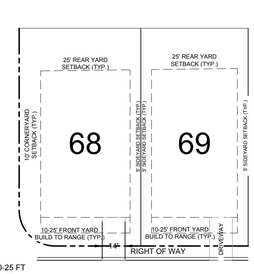
Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
L17	218.10	N40° 39' 07.52"E	
L18	203.71	S41° 29' 25.17"E	
L19	220.02	N62° 30' 22.94"E	
L20	236.50	N86° 02' 26.57"E	
L21	60.08	N86° 07' 52.26"E	
L22	60.05	N85° 59' 35.18"E	
L23	249.57	S43° 00' 21.52"E	
L24	207.49	S45° 01' 00.45"E	
L25	234.82	S52° 51' 13.67"E	
L26	94.14	S61° 08' 54.19"E	
L27	220.66	S15° 58' 39.63"E	
L28	415.63	N83° 29' 47.60"W	
L29	524.77	S9° 49' 49.70"W	
L30	206.19	S9° 37' 08.45"W	
L31	225.58	S9° 45' 52.72"W	
L32	206.36	S9° 50' 52.21"W	
L33	421.11	S10° 10' 22.20"W	
L34	784.03	N27° 17' 08.81"W	
L35	107.42	N85° 10' 00.37"W	
L36	725.59	N24° 45' 00.37"W	

Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
L37	155.28	S81° 27' 26.96"W	
L38	208.14	N8° 44' 16.11"W	
L39	367.53	N79° 12' 35.09"E	
L40	17.74	N10° 31' 08.26"W	
L41	100.95	N79° 47' 38.78"E	
L42	52.62	S1° 09' 24.58"W	
L43	208.84	S85° 55' 35.48"E	
L44	424.81	N83° 15' 25.30"W	
L45	359.58	S0° 25' 51.55"E	
L46	450.72	S42° 21' 15.28"E	
L47	201.10	N50° 36' 40.56"E	
L48	362.86	S43° 23' 19.44"E	
L49	158.90	N50° 36' 40.56"E	
L50	364.61	N43° 22' 29.44"W	

Impervious Area Table Phase 1 & 2		Impervious Area Table Phase 3		Impervious Area Table All Phases	
% Impervious Shown	13.72 Ac. (30.4%)	% Impervious Shown	8.95 Ac. (31.00%)	% Impervious Shown	22.67 Ac. (33.88%)

NOTE: 1% or 150 sq/ft of impervious area per lot added to overall to allow for addition of future impervious area by the homeowner/occupant.

NOTE: Project is proposed to be completed sometime September 2026



SETBACK
FRONT: 10-25 FT
CORNER: 10 FT
SIDE YARD: 5 FT
REAR YARD: 25 FT

LOTS SHOWN: 140

LOT SETBACKS: FRONT LOAD

- Lots 60' wide or less shall have driveways no more than 14' wide as measured along the public streets ROW.
- Driveways shall extend a minimum of 20' from back of public ROW.

DRIVEWAY DEPTHS SHALL EITHER BE 5' MAX OR 20' MIN.

25' REAR YARD SETBACK (TYP.) (DETACHED GARAGE MAY BE BUILT WITHIN)

SETBACK
FRONT: 10-25 FT
CORNER: 10 FT
SIDE YARD: 5 FT
REAR YARD: 25 FT

LOTS SHOWN: 22

LOT SETBACKS: ALLEY ACCESS

- If placed more than 5' from rear alley curb, garage must be placed on site to have a minimum 20' Driveway.

GRAPHIC SCALE

-200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

NOTE: REQUIRED ROAD IMPROVEMENTS

NCDOT
The TIA for this site was scoped by the Town of Huntersville and the Applicant. Huntersville required no improvements to adjacent roads. NCDOT specified improvements to the connection at Mount Holly - Huntersville Rd. as follows;

- A left and right turn lane to enter the site at the access point on Mt. Holly-Huntersville Rd, including 100' min storage and appropriate tapers
- Widening of Carver avenue and Overhill Rd. from 16' to 20' along all site frontage.
- Curb island at south east corner of intersection of Carver Ave. and Beatties Ford Rd.
- Alley fed lots on Beatties Ford Rd, Carver Ave, and Overhill Rd will not be allowed a driveway or access to respective streets. Homes should be addressed to the alley behind the lots.
- Lots fronting Overhill Rd will not be allowed to front load. They will only be allowed a shared driveway (this may be waived if Huntersville takes over maintenance of this street) (Completed)
- A right in right out only entrance will be allowed at Dewey Puckett Rd. This entrance shall have a 4' raised median for approximately 50' in length past tangent on either side of Mt. Holly-Huntersville Rd.

CDOT
Sketch Plan was submitted to CDOT for comments on Mt. Holly-Huntersville road intersection improvements. CDOT specified additional improvements as follows;

- Recommends a three (3) approach-lane section at Mt. Holly-Huntersville Road and Road C. This would include an 11' right-turn lane, 11' left-turn lane and a 13' receiving lane. This section to be carried to the first stub street.
- Recommends a 12' Multi-use Path or buffered bike lane along frontage. (CDOT specified improvements to be shown on Construction Plans)

NOTE: APPROVAL FOR ENCROACHMENTS ONTO PIEDMONT NATURAL GAS EASEMENTS TO BE OBTAINED PRIOR TO APPROVAL OF CONSTRUCTION PLANS.

SITE TOPOGRAPHY & LOCATE FIELD RUN BY R. JOE HARRIS & ASSOCIATES, INC. SUPPLEMENTAL TOPOGRAPHY PROVIDED FROM MECKLENBURG COUNTY AERIAL TOPOGRAPHY (OFF-SITE).

THIS SITE IS NOT LOCATED WITHIN THE 100 YEAR FLOOD HAZARD ZONE AS DEFINED ON COMMUNITY PANNEL 3710453800-K OF THE FLOOD INSURANCE RATE MAPS FOR MECKLENBURG COUNTY DATED 09-02- 2015.

BOUNDARY SURVEY PROVIDED BY R. JOE HARRIS & ASSOCIATES, INC. HORIZONTAL DATUM TIED TO NAD 83 AND VERTICAL DATUM BASED ON NAVD 88. CONTACT R. JOE HARRIS & ASSOCIATES, INC. FOR BENCHMARKS AND CONTROL INFORMATION.

Development Information:

Project Name:	Oak Grove Hill Phases 1 & 2 Construction Plans Huntersville, NC (Mecklenberg County)	Oak Grove Hill Phase 3 Construction Plans Huntersville, NC (Mecklenburg County)	Oak Grove Hill Phase 1, 2, & 3 Construction Plans Huntersville, NC (Mecklenburg County)
Developer:	Bowman Bayard Bradford, LLC 13815 Cinnabar Place Huntersville, NC 28078	Bowman Bayard Bradford, LLC 13815 Cinnabar Place Huntersville, NC 28078	Bowman Bayard Bradford, LLC 13815 Cinnabar Place Huntersville, NC 28078
Zoning:	NR-CD	NR-CD	NR-CD
Acreage:	38.05 ± ACRES = 1,657,458 SF	28.87 ± ACRES = 1,257,577 SF	66.92 ± ACRES = 2,915,035 SF
River Basin:	UPPER CATAWBA-WESTERN CATAWBA	UPPER CATAWBA-WESTERN CATAWBA	UPPER CATAWBA-WESTERN CATAWBA
Stream Classification:	Perennial Stream	Perennial Stream	Perennial Stream
Principle Use(s):	Single Family Residential	Single Family Residential	Single Family Residential
Disturbed Acreage:	±33.2 AC.	±23.96 AC.	±57.16 AC.
Percentage of Impervious Allowed:	38.05 AC. (100%)	28.87 AC. (100%)	66.92 AC. (100%)
Percentage of Impervious Shown:	13.72 AC. (30.4%)	8.95 AC. (31.00%)	22.67 AC. (33.88%)
Building type:	Detached House (105 Lots)	Detached House (52 Lots)	Detached House (157 Lots)
Build to Line:			
	SINGLE FAMILY 42-50': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 42-50': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 42-50': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.
	SINGLE FAMILY 51-60': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 51-60': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 51-60': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.
	SINGLE FAMILY 61-93': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 61-93': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.	SINGLE FAMILY 61-93': FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.
Minimum Lot Width:	SINGLE FAMILY: 42 FT. SINGLE FAMILY: 51 FT. SINGLE FAMILY: 61 FT	SINGLE FAMILY: 42 FT. SINGLE FAMILY: 51 FT. SINGLE FAMILY: 61 FT	SINGLE FAMILY: 42 FT. SINGLE FAMILY: 51 FT. SINGLE FAMILY: 61 FT
Lot Width Range (Measured at Build-To line):			
61-93 FT.	SINGLE FAMILY: 12	SINGLE FAMILY: 0	SINGLE FAMILY: 12
51-60 FT.	SINGLE FAMILY: 73	SINGLE FAMILY: 52	SINGLE FAMILY: 125
42-50 FT.	SINGLE FAMILY: 20	SINGLE FAMILY: 0	SINGLE FAMILY: 20
Min. Lot Size:	5,355 Ft.	6,500 Ft.	5,355 Ft.
Average Lot Size:	4,284 Sf.	7,717 Sf.	6,000 Sf.
Low Density/ HighDensity:	High Density	High Density	High Density
Watershed District:	Long Creek	Long Creek	Long Creek
Regulated Watershed:	Yes	Yes	Yes
Traffic Calming Method:	On-Street Parking	On-Street Parking	On-Street Parking
Sidewalk Width:	5 FT.	5 FT.	5 FT.
Planting Strip:	7 FT.	7 FT.	7 FT.

Open Space Table: Phase 1 & 2						Open Space Table: Phase 3		
Urban Open Space			Common Open Space			Common Open Space		
U.O.S #	Area	Type	C.O.S #	Area	Type	C.O.S #	Area	Type
1	12,633 SF	Mini/Pocket Park	1	521,413 SF	COS	#1A NOS	186,769 SF	Natural Open Space
2	30,477 SF	Green	2	67,082 SF	Buffers	#1B COS	85,190 SF	BMP & COS
						#2A NOS	33,285 SF	Natural Open Space
Total	43,110 SF 0.99 Acres		Total	588,495 SF 13.51 Acres		#2B COS	117,630 SF	BMP, COS, & Buffer
						#3A NOS	9,744 SF	Natural Open Space
Open Space Table: All Phases						#3B COS	6,747 SF	COS & Buffer
Urban Open Space			Common Open Space			#4A NOS	17,718 SF	Natural Open Space
U.O.S #	Area	Type	C.O.S #	Area	Type	#4B COS	35,823 SF	COS & Buffer
1	12,633 SF	Mini/Pocket Park	1	929,257 SF	COS, BMP, & Buffers	#5 COS	35,142 SF	COS & Gas Easement
2	30,477 SF	Green	2	340,762 SF	Natural Open Space	#6 COS	60,230 SF	COS & Gas Easement
3	22,773 SF	Mini/Pocket Park				#3 UOS	22,773 SF	Mini/Pocket Park
Total	65,883 SF 1.51 Acres		Total	1,270,019 SF 29.16 Acres		Total	611,051 SF 14.03 Acres	

DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
10/29/2025	Second Submittal to Town of Huntersville	1

NORTH CAROLINA 811 — North Carolina One-Call Center
811 Know what's below. Call before you dig.

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799
www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING CORPORATION R. JOE HARRIS & ASSOCIATES, INC.
Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. CATES
10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

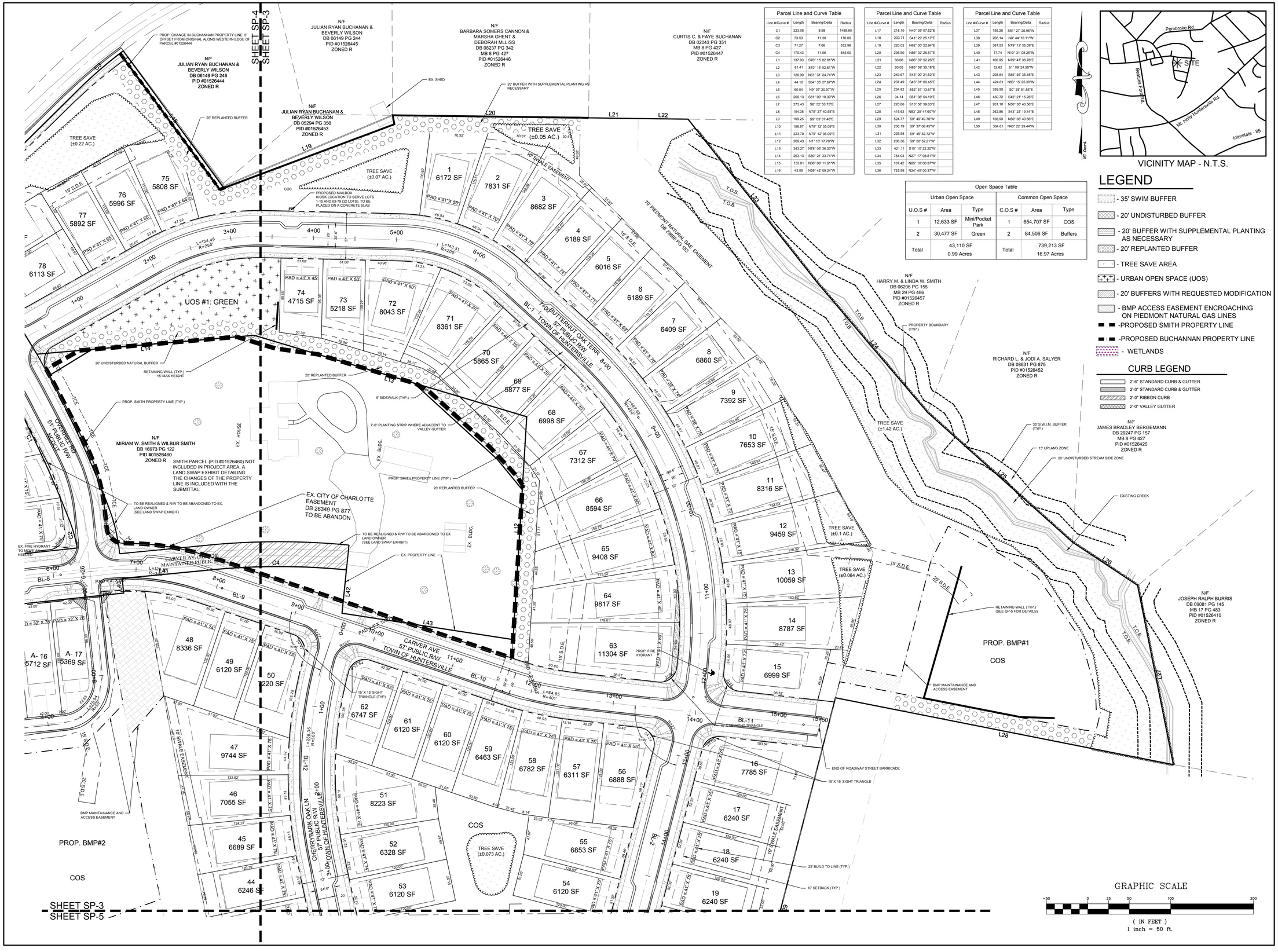
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Overall Site & Rezoning Plan Petition (R25-12)

Project No.	Drawing No.
5259	SP-1
DWG File Name: 5259_Site Petition R22-05	



Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
C1	223.08	8.58	1489.60
C2	33.53	11.30	170.00
C3	71.27	7.66	532.98
C4	170.43	11.56	845.00
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L9	109.25	S9° 03' 07.48"E	
L10	186.97	N79° 12' 35.09"E	
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L12	269.43	N1° 10' 17.70"W	
L13	343.27	N78° 03' 36.20"W	
L14	263.13	S80° 21' 33.74"W	
L15	153.01	N36° 08' 11.61"W	
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L26	94.14	S61° 08' 54.19"E	
L27	220.66	S15° 58' 39.63"E	
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L29	524.77	S9° 49' 49.70"W	
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L31	225.58	S9° 45' 52.72"W	
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L48	362.86	S43° 23' 19.44"E	
L49	158.90	N50° 36' 40.56"E	
L50	364.61	N43° 22' 29.44"W	

Open Space Table					
Urban Open Space			Common Open Space		
U.O.S #	Area	Type	C.O.S #	Area	Type
1	12,633 SF	Mini/Pocket Park	1	654,707 SF	COS
2	30,477 SF	Green	2	84,506 SF	Buffers
Total	43,110 SF 0.99 Acres		Total	739,213 SF 16.97 Acres	

VICINITY MAP - N.T.S.

LEGEND

- 35' SWIM BUFFER
- 20' UNDISTURBED BUFFER
- 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
- 20' REPLANTED BUFFER
- TREE SAVE AREA
- URBAN OPEN SPACE (UOS)
- 20' BUFFERS WITH REQUESTED MODIFICATION
- BMP ACCESS EASEMENT ENCROACHING ON PIEDMONT NATURAL GAS LINES
- -PROPOSED SMITH PROPERTY LINE
- -PROPOSED BUCHANNAN PROPERTY LINE
- WETLANDS

CURB LEGEND

- 2'-6" STANDARD CURB & GUTTER
- 2'-0" STANDARD CURB & GUTTER
- 2'-0" RIBBON CURB
- 2'-0" VALLEY GUTTER

DATE	ISSUED FOR	REV
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NORTH CAROLINA 811 — Know what's below. Call before you dig.

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

3186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

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Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL SEAL 051823 ENGINEER DANIEL B. GATES

10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 23, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Site Plan 1 Of 3 Petition (R25-12)

Project No.	Drawing No.
5259	SP-2
DWG File Name: 2839-Rezoning & Site Plan	

SHEET SP-3
SHEET SP-5

PROP. BMP#2

N/F
LONG CREEK ENTERPRISES, INC.
DB 13387 PG 666
PARCEL ID#01526440
ZONED SP(CD)

50' PIEDMONT NATURAL GAS EASEMENT DB 1520 PG 321

EX. POND

TREE SAVE (±1.31 AC.)

TREE SAVE (±0.06 AC.)

PHASE 1

PHASE 2

SAWTOOTH OAK ALLEY

CHERRYBARK OAK LN

BUTTERNUT OAK TERR.
57' PUBLIC R/W
TOWN OF HUNTERSVILLE

BL-3
BL-4
BL-5

43 6928 SF
42 7411 SF
41 6166 SF
40 6137 SF
39 7067 SF
38 7347 SF
37 7234 SF
36 7234 SF
35 7234 SF
34 6664 SF
A- 18 7190 SF
A- 19 5801 SF
A- 20 5801 SF
A- 21 5801 SF
A- 22 7562 SF
20 6240 SF
21 6240 SF
22 6240 SF
23 6240 SF
24 6847 SF
25 7291 SF
26 7918 SF
27 7530 SF
28 6163 SF
29 6166 SF
30 6169 SF
31 6172 SF
32 6427 SF
33 7040 SF

PAD = 41' X 75'
PAD = 32' X 75'

PROPOSED MAILBOX KIOSK LOCATION TO SERVE LOTS A18-A22 AND16-62 (52 LOTS) TO BE PLACED ON A CONCRETE SLAB

UOS #2: GREEN

SIGHT DISTANCE EASEMENT (TYP.)

N/F
BEVERLY W. BUCHANAN & MIRIAM W. SMITH
DB 860 PG 87
PID #01526443
ZONED R

PROP. FIRE HYDRANT

7'-6" PLANTING STRIP WHERE ADJACENT TO VALLEY GUTTER

5' SIDEWALK (TYP.)

15' X 15' SIGHT TRIANGLE (TYP.)

COS

PROP. BMP#4

PROP. BMP#3

TRANSITION 2' TO 2'-6" CURB & GUTTER

25' BUILD TO LINE (TYP.)

10' SETBACK (TYP.)

RETAINING WALL (TYP.) MAX HEIGHT 3'

PROPERTY BOUNDARY (TYP.)

20' REPLANTED BUFFER

TEMPORARY TURNAROUND R/W TO BE ABANDONED BY TOWN UPON REQUEST FROM THE HOA

N/F
MARVIN H. CATHEY & MAKEEBY L. CATHEY
DB 02061 PG 008
PID #01526437
ZONED R

PIEDMONT NATURAL GAS EASEMENT

MATCHLINE

TREE SAVE (±0.11 AC.)

PROPERTY BOUNDARY (TYP.)

11' APPARENT GAP BETWEEN PROPERTIES PER DB 860 PG 87 & DB 2061 PG 08

20' SEWER EASEMENT

END OF ROADWAY STREET BARRICADE

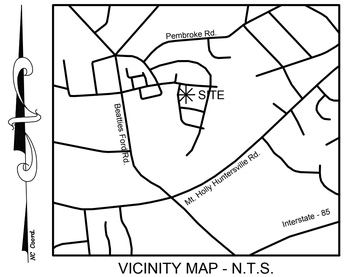
BMP MAINTAINANCE AND ACCESS EASEMENT

70' PIEDMONT NATURAL GAS EASEMENT BOOK 29688 PAGE 153

20' S.D.E.

15' S.D.E.

VICINITY MAP - N.T.S.



LEGEND

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- URBAN OPEN SPACE (UOS)
- 20' BUFFERS WITH REQUESTED MODIFICATION
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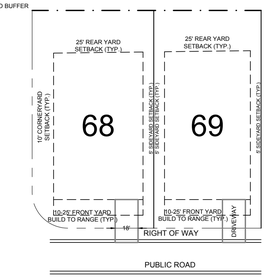
Project No.	Drawing No.
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DWG File Name: 2839-Rezoning & Site Plan	

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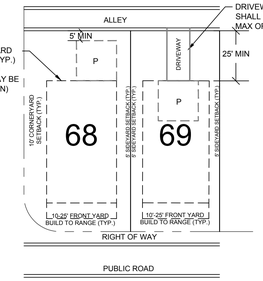
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U.O.S #	Area	Type
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- Lots 60' wide or less shall have driveways no more than 14' wide as measured along the public streets ROW.
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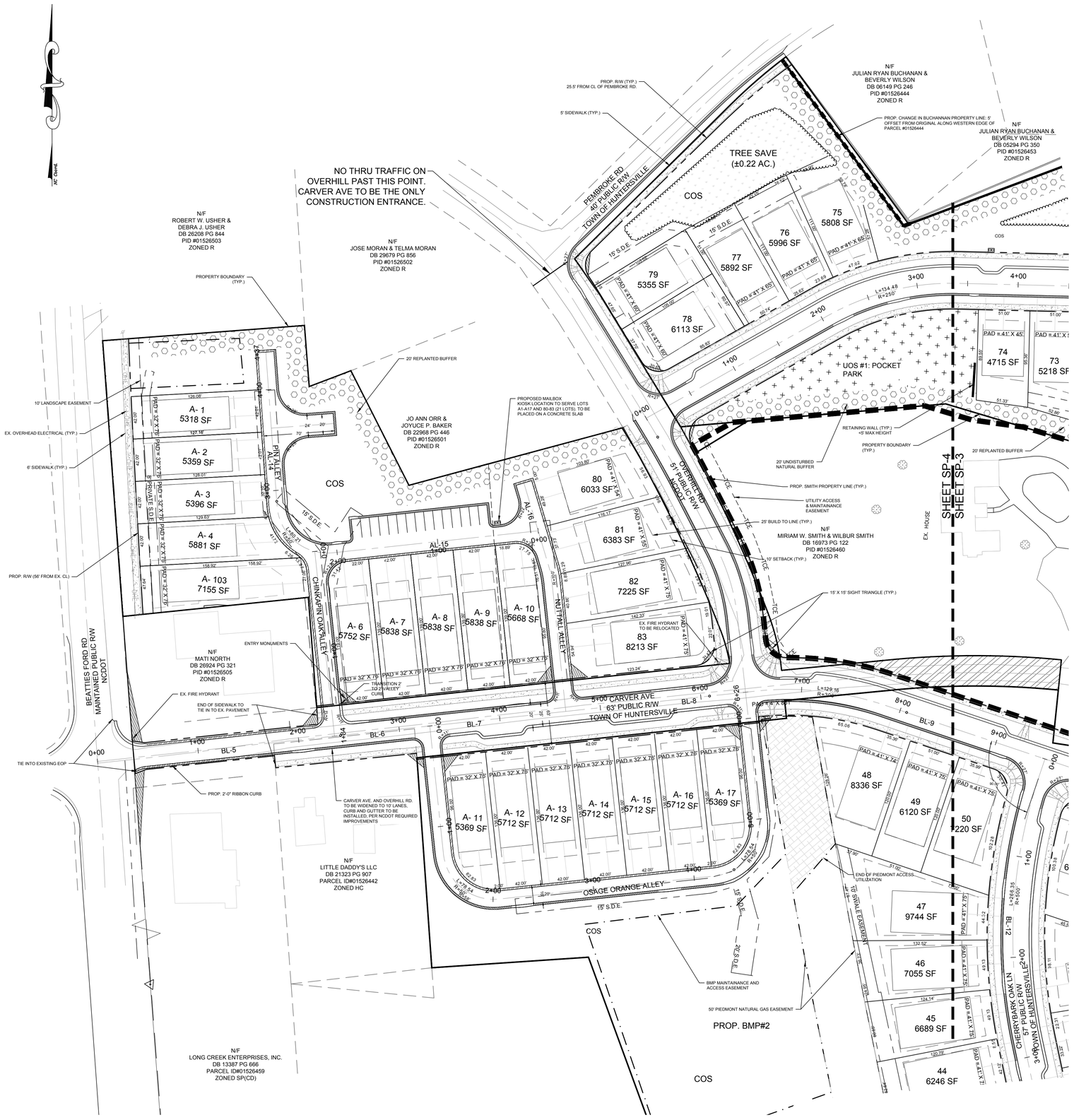
LOT SETBACKS: ALLEY ACCESS

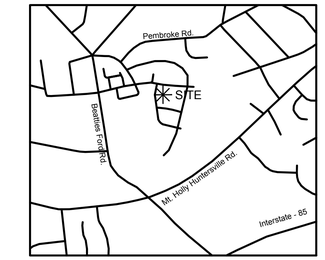
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GRAPHIC SCALE

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(IN FEET)
1 inch = 50 ft.





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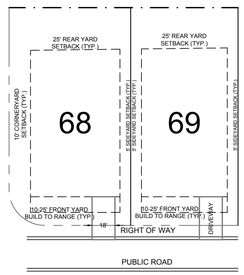
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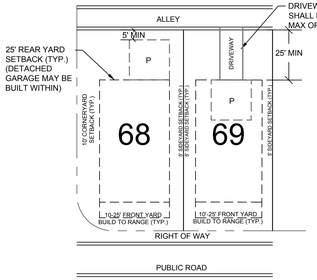
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GRAPHIC SCALE

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(IN FEET)
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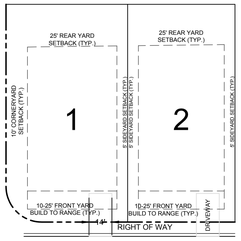
Project:

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Drawing Title:

Site Plan 3 Of 3 Petition (R25-12)

Project No.	Drawing No.
5259	SP-4
DWG File Name: 2839-Rezoning & Site Plan	



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- Lots 60' wide or less shall have driveways no more than 14' wide as measured along the public streets ROW.
- Driveways shall extend a minimum of 20' from back of public ROW.

Huntersville General Notes:

1. All development and construction shall comply with all zoning and subdivision standards of the Town of Huntersville, Mecklenburg County, and NCDOT, as applicable.
2. This property may be subject to any easements and/or right-of-way of record.
3. All areas designated as common and/or urban open space shall be owned and maintained by the homeowners association and dedicated for perpetuity.
4. Access (ingress/egress) location and design shown on this sketch plan area subject to achieving vertical and horizontal sight distances, turn lane improvements (including) right-of way) and intersection with adjacent and opposing access points. Modifications to plan may result.
5. Large maturing trees will be planted 40' O/C within the required planting strip along all streets. Small maturing trees are to be used where overhead power lines exist.
6. Garbage pick-up shall be via roll-out trash and mail delivery shall be to mail kiosks.
7. Direct access from lots to a thoroughfare is prohibited.
8. Lots subject to flooding should not be established in subdivisions except as provided in Section 7.280 (if applicable).
9. Any construction or use within the areas delineated by floodway fringe district boundary line and floodway district encroachment line is subject to the restrictions imposed by floodway regulation.

8.16 Standards For Residential Lot Widths, Alleys, Garages And Parking In Residential Districts

1. Except as specifically provided in the Rural and Transitional districts, detached house types and two-unit attached house types shall be required to have a lot width greater than 50' feet. Developers shall have the option to provide lots widths 50' feet wide or less when alley access allowing on-site parking is provided for detached house types and two-unit attached house types. Further, developers shall also have the option to apply for a conditional district rezoning to create lot widths of 50 feet wide or less without an alley provided it can demonstrated the development can accommodate on-street parking, meet all the provisions of the Zoning Ordinance including installation of street trees, and demonstrate public services such as trash pick-up can be provided.
2. Alley access for on-site parking is strongly encouraged for three-unit or more attached house types.
3. For lots 60 feet wide or less, driveways shall be no more than 14 feet wide as measured along the public street right-of-way for a detached house and two-unit attached house type. For lots wider than 60 feet, driveways shall be no more than 20 feet wide as measured along the public street right-of-way for a detached house and two-unit attached house type. For three or more unit attached house types, driveway width shall not occupy more than 50% of the public street front of a lot as measured along the public street right-of-way.
5. Driveways shall extend at least twenty (20) feet from a public right-of-way and public sidewalk easement to prevent on-site residential parking from encroaching into the public right-of-way or easement for a public sidewalk.

12.2.1 General Definitions

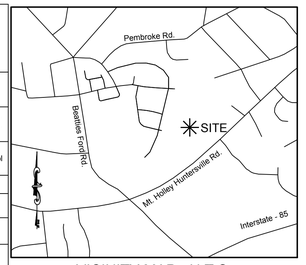
Build-to line- A line extending through a lot which is generally parallel to the front property line and marks the location from which the principle vertical plane of the front building elevation, exclusive of porches, bay windows and similar appurtenances, must be erected; intended to create an even building façade line on a street. The build-to line is established on the record plat (final plat).

Site Plan Data Table: Phase 3

TOTAL AREA:	28.87 Ac = 1,257,577 SF
PRINCIPAL USES:	RESIDENTIAL (HIGH DENSITY)
BUILDING TYPE	DETACHED HOUSE
SETBACK:	
	SINGLE FAMILY: FRONT: 10-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.
Minimum Lot Width:	SINGLE FAMILY: 51 FT.
Lot Width Range:	
60.1-70 FT.	SINGLE FAMILY: 0
51-60.1 FT.	SINGLE FAMILY: 52
Lot Size Range:	
5,000 SQ. FT. - 6,500 SQ. FT. 6,500 SQ. FT. - 13,500 SQ. FT.	SF: 0 Lots 52 Lots

Development Information: Phase 3

Project Name:	Oak Grove Hill Rezoning Plan Huntersville, NC (Mecklenberg County)
Developer:	Bowman Bayard Bradford, LLC 13815 Cinnabar Place Huntersville, NC 28078
Tax I.D.:	01526456, 01526432, 01526450, 01526455, 01526428, 01526429, 01526431
Property Owners of Record	Carver Bowman LLC, Hoyt Hamilton, Pamela Hamilton, Carol Hamilton
Zoning:	NR (CD)
Acreage:	28.87± ACRES = 1,257,577 SF
Building type (Lot Count):	Detached House (52 lots)
Common Open Space:	7.82 Acres
Natural Open Space:	5.68 Acres
Lot Width Range: 60.1-70 FT 51-60.1 FT	SINGLE FAMILY: 0 52



VICINITY MAP - N.T.S.

LEGEND

- 35' SWIM BUFFER
- 20' UNDISTURBED BUFFER
- 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
- 20' REPLANTED BUFFER
- TREE SAVE AREA
- URBAN OPEN SPACE (UOS)
- 20' BUFFERS WITH REQUESTED MODIFICATION
- NR(CD) - CONDITIONAL ZONING NEIGHBORHOOD RESIDENTIAL DISTRICT
- R - RURAL DISTRICT (TO BE REZONED TO NR(CD))
- WETLANDS

Watershed District	
Watershed District:	Long Creek
Impervious Area Table	
% Impervious Shown	8.95 Ac. (31.00%)

NOTE: 1% or 150 sq/ft of impervious area per lot added to overall to allow for addition of future impervious area by the homeowner/occupant.

Soil Hydrologic Groups: (% of site area)	
ZONING:	NR (CD)
ACREAGE:	28.87± ACRES
Group A	0
Group B	24.8± ACRES(85.90%)
Group C	4.07± ACRES (14.10%)
Group D	0± ACRES (0%)
Group B/D	0± ACRES (0%)

*THE PROPOSED METHOD FOR PROVIDING POTABLE WATER & SANITARY SEWER SHALL BE PROVIDED BY CHARLOTTE WATER VIA CONNECTED WATERLINES & SEWER LINES.

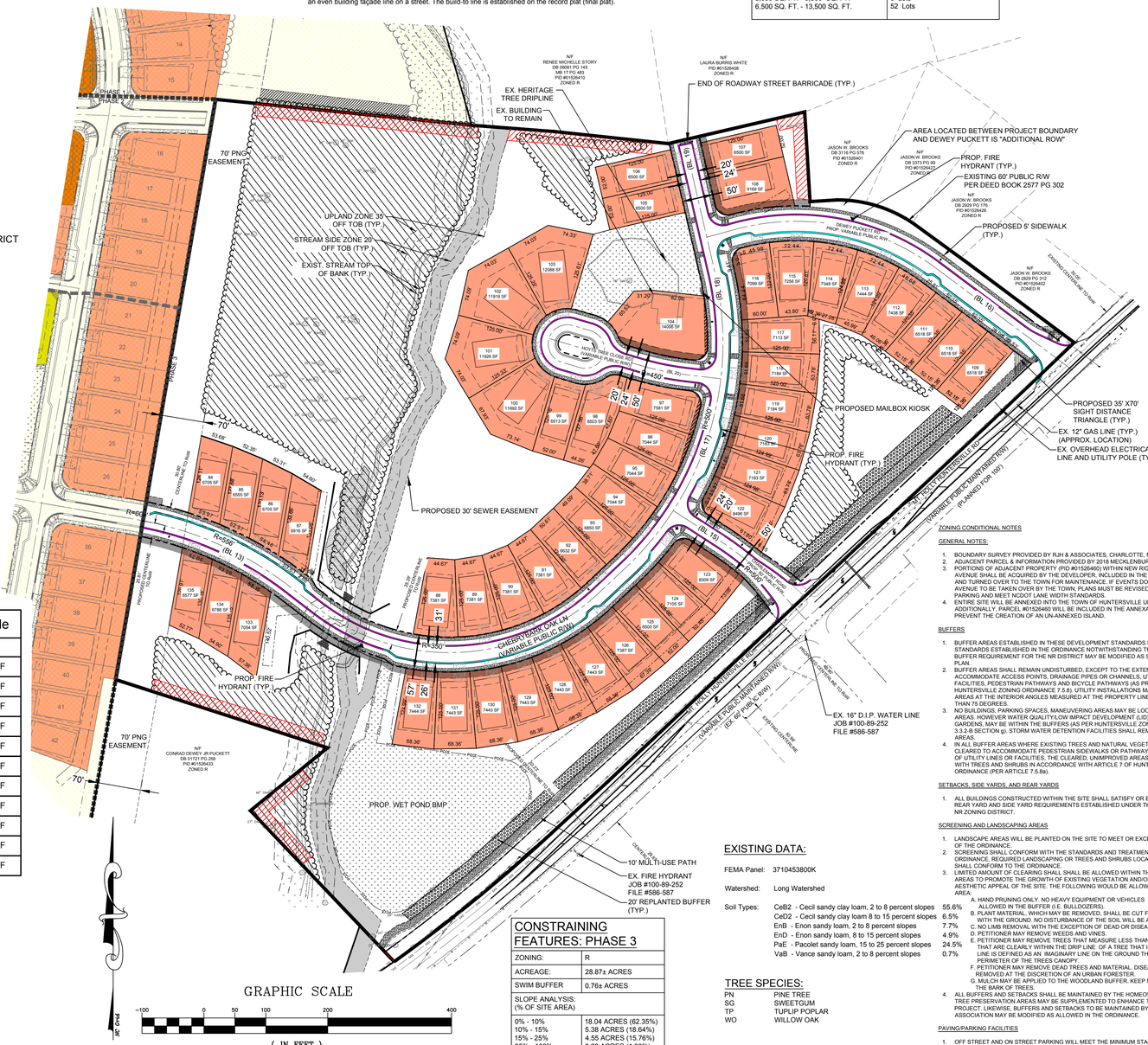
ROAD NAME LENGTH

CHARLEMONT RD =	279 LF
DEWEY PUCKETT RD =	665 LF
CARVER AVE =	1,550 LF
CHERRYBARK OAK LN =	2,641 LF
HOYTS TREE CLOSE RD =	312 LF

ROAD BLOCK LENGTHS

BL 13	1160'	BL 16	665'	BL 19	155'
BL 14	157'	BL 17	228'	BL 20	285'
BL 15	279'	BL 18	231'		

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
84	6,705 SF	104	14,006 SF	124	7,105 SF
85	6,555 SF	105	6,500 SF	125	6,500 SF
86	6,705 SF	106	6,500 SF	126	7,387 SF
87	6,916 SF	107	6,500 SF	127	7,443 SF
88	7,381 SF	108	9,169 SF	128	7,443 SF
89	7,381 SF	109	6,518 SF	129	7,443 SF
90	7,381 SF	110	6,518 SF	130	7,443 SF
91	7,381 SF	111	6,518 SF	131	7,443 SF
92	6,632 SF	112	7,438 SF	133	7,054 SF
93	6,850 SF	113	7,444 SF	134	6,788 SF
94	7,044 SF	114	7,348 SF	135	6,577 SF
95	7,044 SF	115	7,256 SF		
96	7,044 SF	116	7,099 SF		
97	7,581 SF	117	7,113 SF		
98	8,503 SF	118	7,184 SF		
99	6,513 SF	119	7,184 SF		
100	11,692 SF	120	7,183 SF		
101	11,926 SF	121	7,183 SF		
102	11,919 SF	122	8,496 SF		
103	12,088 SF	123	8,309 SF		



EXISTING DATA:

FEMA Panel: 3710453800K

Watershed: Long Watershed

Soil Types:

CeB2	- Cecil sandy clay loam, 2 to 8 percent slopes	55.6%
CeD2	- Cecil sandy clay loam 8 to 15 percent slopes	6.5%
EnB	- Enon sandy loam, 2 to 8 percent slopes	7.7%
EnD	- Enon sandy loam, 8 to 15 percent slopes	4.9%
PaE	- Pacolet sandy loam, 15 to 25 percent slopes	24.5%
VaB	- Vance sandy loam, 2 to 8 percent slopes	0.7%

TREE SPECIES:

PN	PINE TREE
SG	SWEETGUM
TP	TUPLIP POPLAR
WO	WILLOW OAK

CONSTRAINING FEATURES: PHASE 3

ZONING:	R
ACREAGE:	28.87± ACRES
SWIM BUFFER	0.76± ACRES
SLOPE ANALYSIS: (% OF SITE AREA)	
0% - 10%	18.04 ACRES (62.35%)
10% - 15%	5.38 ACRES (18.64%)
15% - 25%	4.55 ACRES (15.76%)
25% - 100%	0.29 ACRES (1.00%)

TREE PRESERVATION

ZONING:		NR (CD)
ACREAGE:		±28.87 ACRES
COVERED BY TREE CANOPY:	76.45%	±22.07 ACRES
TREE CANOPY PRESERVATION REQUIRED:	10%	±2.89 ACRES
TREE CANOPY PRESERVATION PROVIDED:	19.85%	±5.73 ACRES
NO. OF SPECIMEN TREES ON-SITE:		83
NO. OF SPECIMEN TREES SAVED:(Min. Req. 10%)		36 (Provided 43%)
NO. OF HERITAGE TREES ON-SITE:		1
NO. OF HERITAGE TREES SAVED:		1 (Provided 100%)

TREE PRESERVATION

Specimen tree - A tree (or group of trees) that may be considered important community assets due to their unique or noteworthy characteristics or values. A tree may be considered a specimen tree based on its size, age, rarity or special historical or ecological significance and may also meet the following criteria:

- Large hardwood (e.g. oaks, poplars, maples, etc.) and softwoods (e.g. pines) in good or better or better condition with a DBH of 24" or greater.
- Smaller understory trees (e.g. dogwoods, redbuds, sourwoods, persimmons, etc.) in good or better condition with a DBH of 12" or greater.
- Lesser-sized trees of rare species or special intrinsic value as approved by staff.

Heritage tree - A tree that is listed in the North Carolina Big Tree List, the American Forest Association's Champion Tree list, the Mecklenburg County treasure Tree List or any tree that would meet 80% of the points of a tree on North Carolina's Big Tree List.

Note: Urban open spaces shall include one or more of the following: landscaping, walks, seating, fountains, playground equipment, statues, etc. Materials used shall be a combination of brick pavers, stamped asphalt, stone, wrought iron, wood, crushed gravel or stone etc.

LIGHTING

1. PETITIONER AGREES TO INSTALL PEDESTRIAN SCALE LIGHTING ALONG INTERNAL STREETS. THE MAXIMUM HEIGHT OF ANY FREESTANDING LIGHTING FIXTURE, INCLUDING ITS BASE, SHALL NOT EXCEED 30 FEET.
2. ALL DIRECT LIGHTING WITHIN THE SITE SHALL BE FULLY SHIELDED AND DESIGNED SUCH THAT DIRECT ILLUMINATION DOES NOT EXTEND PAST ANY EXTERIOR PROPERTY LINE. CONSIDERATION WILL BE GIVEN TO THE IMPACT OF LIGHTING BOTH WITHIN AND OUTSIDE THE PERIMETER OF THE SITE. ITEMS FOR CONSIDERATION WILL INCLUDE INTENSITY, CUTOFF ANGLES, COLOR, ENERGY EFFICIENCY AND SHIELDING OF SOURCES OF LIGHT.

OPEN SPACE

1. IN COMMON LOCAL SPACE AREAS LOCATED OUTSIDE OF THE UNDISTURBED BUFFERS THE PETITIONER RESERVES THE RIGHT FOR IMPROVEMENTS TO INCLUDE SIDEWALKS, PLAYGROUND (TOT LOT), PEDESTRIAN LIGHTING, BENCHES, TABLES AND CHAIRS, BENCHES, FOUNTAINS, ADDITIONAL HARDSCAPE MATERIALS, TRASH RECEPTACLES AND ANY OTHER SITE AMENITY ALLOWED BY THE ORDINANCE.

ARCHITECTURAL CONTROLS AND RESTRICTIVE COVENANTS

1. ALL BUILDINGS CONSTRUCTED ON THE SITE SHALL BE ARCHITECTURALLY COMPATIBLE IN APPEARANCE THROUGH THE USE OF SIMILAR, AS WELL AS COMPLIMENTARY BUILDING MATERIALS, COLORS AND DESIGN (GIVING DUE CONSIDERATIONS TO THE USE OF EACH BUILDING).
2. THE FIRST FLOOR OF ALL BUILDINGS SHALL BE DESIGNED TO ENCOURAGE AND COMPLEMENT PEDESTRIAN SCALE INTEREST AND ACTIVITY.
3. BUILDINGS LOCATED WITHIN THE DEVELOPMENT SHALL BE DESIGNATED TO RELATE TO THE OVERALL PEDESTRIAN ENVIRONMENT. BUILDINGS SHALL BE DESIGNED TO RAISE THE STANDARD LEVEL OF THE DESIGN TO CREATE A PLACE OF INTEREST.
4. BUILDING ELEVATIONS FOR SINGLE-FAMILY HOMES FRONTING BEATTIES FORD ROAD SHALL BE SUBMITTED FOR REVIEW AND APPROVAL TO THE TOWN OF HUNTERSVILLE PLANNING DEPARTMENT. PRIOR TO ISSUANCE OF BUILDING PERMITS, THE TOWN OF HUNTERSVILLE PLANNING DEPARTMENT SHALL HAVE THE OPPORTUNITY TO REVIEW THE PROPOSED PLANS AGAINST THE APPROVED CONDITIONAL PLANS TO ASSURE COMPLIANCE WITH DESIGN PRINCIPLES ILLUSTRATED ON THE PLANS.
5. RESIDENTIAL BUILDINGS WILL BE REQUIRED TO INCORPORATE BALCONIES, BAY WINDOWS, PORCHES, AND OTHER ARCHITECTURAL ENHANCEMENTS AS A WAY OF ADDRESSING THE PEDESTRIAN NATURE OF THE VILLAGE. FRONT DOORS SHOULD ORIENT TOWARD THE STREET OR STREET CORNER OR OPEN SPACE/COURTYARD OR AS OTHERWISE ALLOWED BY THE ORDINANCE.

FIRE PROTECTION

FIRE HYDRANTS WILL BE PROVIDED WITHIN THE LANDSCAPE SETBACK AREAS AS REQUIRED BY THE FIRE MARSHALL. HYDRANT LOCATIONS MUST BE APPROVED BY THE FIRE MARSHALL.

SIDEWALKS AND INTERNAL STREETS

1. PETITIONER SHALL MEET THE ORDINANCE FOR SIDEWALKS AND STREET TREES. HOWEVER, IF THE PETITIONER ELECTS TO INSTALL AN ALTERNATE SIDEWALK THAT SIDEWALK WILL BE A MINIMUM OF 5 FEET WIDE. THE SIDEWALK MAY MEANDER IN ORDER TO PERMIT THE PETITIONER TO EXERCISE GOOD FAITH EFFORTS TO SAVE EXISTING 8 INCH OR LARGER CALIPER TREES WITHIN THE APPLICABLE BUILDING SETBACK ALONG THE EXISTING ROADS THAT ARE BEING BROUGHT TO HUNTERSVILLE STANDARDS. (PER ARTICLE 8.140 OF HUNTERSVILLE SUBDIVISION ORDINANCE).
2. EXCEPT WHERE NECESSARY TO ACCOMMODATE SIGNIFICANT DESIGN AND ARCHITECTURAL ELEMENTS LOCATED ON THE SITE, INTERNAL STREETS SHALL BE DESIGNED TO HAVE STREET TREES AND (SUBJECT TO THE PROVISIONS OF NOTE 1 OF THIS SECTION) SIDEWALKS A MINIMUM OF 5 FEET IN WIDTH PROVIDED THAT ANY DEVIATION FROM THE MINIMUM 5 FEET SIDEWALK WIDTH SHALL RELATE TO PEDESTRIAN WALK AREAS OF AN APPROPRIATE WIDTH INCLUDED AS PART OF THE ABOVE DESCRIBED SIGNIFICANT DESIGN FEATURES.

BEATTIES FORD ROAD SECTION AND FRONTAGE

1. DEVELOPER TO PROVIDE CROSS SECTIONAL DETAIL OF THE FUTURE BEATTIES FORD ROAD EXTENSION BUT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OR IMPROVEMENTS OF THIS SECTION BEYOND THE INSTALLATION OF THE SIDEWALK THAT IS TO FRONT THE SINGLE-FAMILY UNITS. THE DEVELOPER TO PROVIDE DOUBLE ROW STREET TREES, BUT IS NOT RESPONSIBLE FOR THE DAMAGE OR REMOVAL AND REPLACEMENT OF TREES DURING THE IMPROVEMENTS OF BEATTIES FORD ROAD. DEVELOPER TO ACCOMMODATE FOR THE EXPANDED CROSS SECTION WITH BUILDING PLACEMENT AND R/W DEDICATION. ELEVATIONS FOR THIS SECTION OF IMPROVEMENTS BY THE DEVELOPER (STREET TREES AND SIDEWALK) WILL BE BASED ON CURRENT CENTERLINE ELEVATIONS AND PROJECTED OUTWARD.
2. LOTS FRONTING BEATTIES FORD ROAD SHALL BE REAR ENTRY, WITH ALL PARKING PROVIDED BY ALLEY ACCESS. THESE LOTS SHALL BE ADDRESSED TO THE ALLEY. NO ON STREET PARKING IS ALLOWED ON NCDOT ROADS.

ZONING CONDITIONAL NOTES

GENERAL NOTES:

1. BOUNDARY SURVEY PROVIDED BY RJH & ASSOCIATES, CHARLOTTE, NC - DATED: 06/15/2018.
2. ADJACENT PARCEL & INFORMATION PROVIDED BY 2018 MECKLENBURG COUNTY FIELD DATA.
3. PORTIONS OF ADJACENT PROPERTY (PID #01526460) WITHIN NEW RIGHT OF WAY OF CARVER AVENUE SHALL BE ACQUIRED BY THE DEVELOPER, INCLUDED IN THE ANNEXATION PARTITION, AND TURNED OVER TO THE TOWN FOR MAINTENANCE. IF EVENTS DO NOT ALLOW CARVER AVENUE TO BE TAKEN OVER BY THE TOWN, PLANS MUST BE REVISED TO REMOVE ON STREET PARKING AND MEET NCDOT LANE WIDTH STANDARDS.
4. ENTIRE SITE WILL BE ANNEXED INTO THE TOWN OF HUNTERSVILLE UPON PLAN APPROVAL. ADDITIONALLY, PARCEL #01526460 WILL BE INCLUDED IN THE ANNEXATION PETITION TO PREVENT THE CREATION OF AN UN-ANNEXED ISLAND.

BUFFERS

1. BUFFER AREAS ESTABLISHED IN THESE DEVELOPMENT STANDARDS SHALL CONFORM TO THE STANDARDS ESTABLISHED IN THE ORDINANCE NOTWITHSTANDING THE FOREGOING, THE BUFFER REQUIREMENT FOR THE NR DISTRICT MAY BE MODIFIED AS SHOWN ON THE REZONING PLAN.
2. BUFFER AREAS SHALL REMAIN UNDISTURBED, EXCEPT TO THE EXTENT NECESSARY TO ACCOMMODATE ACCESS POINTS, DRAINAGE PIPES OR CHANNELS, UTILITY LINES AND FACILITIES, PEDESTRIAN PATHWAYS AND BICYCLE PATHWAYS (AS PROVIDED IN THE HUNTERSVILLE ZONING ORDINANCE 7.5.8). UTILITY INSTALLATIONS MAY ONLY CROSS BUFFER AREAS AT THE INTERIOR ANGLES MEASURED AT THE PROPERTY LINE WHICH ARE NOT LESS THAN 75 DEGREES.
3. NO BUILDINGS, PARKING SPACES, MANEUVERING AREAS MAY BE LOCATED WITHIN BUFFER AREAS. HOWEVER WATER QUALITY/LOW IMPACT DEVELOPMENT (LID) FACILITIES, SUCH AS RAIN GARDENS, MAY BE WITHIN THE BUFFERS (AS PER HUNTERSVILLE ZONING ORDINANCE, ARTICLE 3.3.2-B SECTION g). STORM WATER DETENTION FACILITIES SHALL REMAIN OUT OF BUFFER AREAS.
4. IN ALL BUFFER AREAS WHERE EXISTING TREES AND NATURAL VEGETATION HAVE BEEN CLEARED TO ACCOMMODATE PEDESTRIAN SIDEWALKS OR PATHWAYS OR THE INSTALLATION OF UTILITY LINES OR FACILITIES, THE CLEARED, UNIMPROVED AREAS WILL BE LANDSCAPED WITH TREES AND SHRUBS IN ACCORDANCE WITH ARTICLE 7 OF HUNTERSVILLE ZONING ORDINANCE (PER ARTICLE 7.5.8a).

SETBACKS, SIDE YARDS, AND REAR YARDS

1. ALL BUILDINGS CONSTRUCTED WITHIN THE SITE SHALL SATISFY OR EXCEED THE BUILD-TO, REAR YARD AND SIDE YARD REQUIREMENTS ESTABLISHED UNDER THE ORDINANCE FOR THE NR ZONING DISTRICT.

SCREENING AND LANDSCAPING AREAS

1. LANDSCAPE AREAS WILL BE PLANTED ON THE SITE TO MEET OR EXCEED THE REQUIREMENTS OF THE ORDINANCE.
2. SCREENING SHALL CONFORM WITH THE STANDARDS AND TREATMENTS SPECIFIED IN THE ORDINANCE, REQUIRED LANDSCAPING OR TREES AND SHRUBS LOCATED WITHIN THE BUFFER SHALL CONFORM TO THE ORDINANCE.
3. LIMITED AMOUNT OF CLEARING SHALL SHALL BE ALLOWED WITHIN THE BUFFER/SETBACK AREAS TO PROMOTE THE GROWTH OF EXISTING VEGETATION AND/OR ENHANCE THE AESTHETIC APPEAL OF THE SITE. THE FOLLOWING WOULD BE ALLOWED IN A BUFFER/SETBACK AREA:
   A. HAND PRUNING ONLY. NO HEAVY EQUIPMENT OR VEHICLES
   B. ALLOWED IN THE BUFFER (I.E. BULLDOZERS).
   B. PLANT MATERIAL, WHICH MAY BE REMOVED, SHALL BE CUT FLUSH WITH THE GROUND. NO DISTURBANCE OF THE SOIL WILL BE ALLOWED.
   C. NO LIMB REMOVAL WITH THE EXCEPTION OF DEAD OR DISEASED LIMBS.
   D. PETITIONER MAY REMOVE WEEDS AND VINES.
   E. PETITIONER MAY REMOVE TREES THAT MEASURE LESS THAN 2" CALIPER AT THE BASE THAT ARE CLEARLY WITHIN THE DRIP LINE OF A TREE THAT IS 2" OR GREATER. DRIP LINE IS DEFINED AS AN IMAGINARY LINE ON THE GROUND THAT WOULD FORM THE PERIMETER OF THE TREES CANOPY.
   F. PETITIONER MAY REMOVE DEAD TREES AND MATERIAL. DISEASED TREES MAY BE REMOVED AT THE DISCRETION OF AN URBAN FORESTER.
   G. MULCH MAY BE APPLIED TO THE WOODLAND BUFFER. KEEP MULCH 2-3" AWAY FROM THE BARK OF TREES.
4. ALL BUFFERS AND SETBACKS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS TREE PRESERVATION AREAS MAY BE SUPPLEMENTED TO ENHANCE THE APPEARANCE OF THE PROJECT. LIKEWISE, BUFFERS AND SETBACKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION MAY BE MODIFIED AS ALLOWED IN THE ORDINANCE.

PAVING/PARKING FACILITIES

1. OFF STREET AND ON STREET PARKING WILL MEET THE MINIMUM STANDARDS ESTABLISHED UNDER THE ORDINANCE.

DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
10/29/2025	Second Submittal to Town of Huntersville	1

NORTH CAROLINA 811 — Know what's below. Call before you dig.

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. GATES 10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

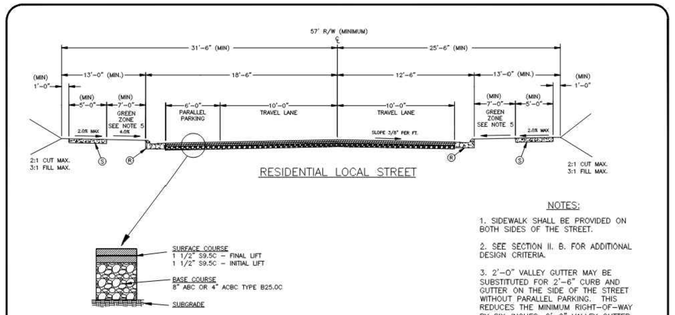
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Site Plan Phase 3 Petition (R25-12)

Project No.: 5259	Drawing No.: SP-5
DWG File Name: 5259_Site Petition R22-05	



KEY

Ⓡ 2'-6" STD. CURB AND GUTTER

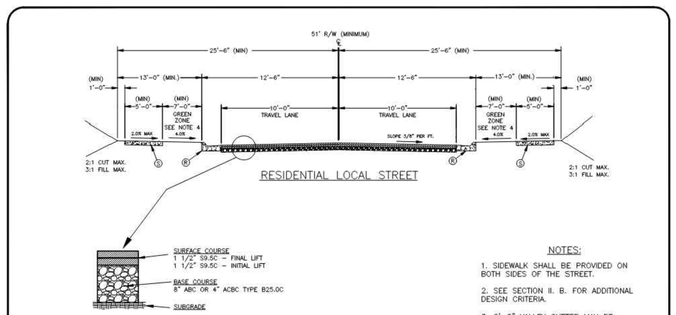
Ⓢ 4" CONCRETE SIDEWALK

NOTES:

1. SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
2. SEE SECTION II. B. FOR ADDITIONAL DESIGN CRITERIA.
3. 2'–0" VALLEY GUTTER MAY BE SUBSTITUTED FOR 2'–6" CURB AND GUTTER ON THE SIDE OF THE STREET WITHOUT PARALLEL PARKING. THIS REDUCES THE MINIMUM RIGHT–OF–WAY BY SIX INCHES. 2'–0" VALLEY GUTTER MAY NOT BE SUBSTITUTED FOR 2'–6" CURB AND GUTTER ON THE SIDE OF THE STREET WITH PARALLEL PARKING.
4. REFER TO STANDARD DRAWING 285.1 FOR PARALLEL PARKING LAYOUT.
5. SMALL MATURING TREES SHALL BE PROVIDED

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING	RESIDENTIAL LOCAL STREET PARKING ON ONE SIDE OF STREET TYPICAL SECTION	REV. DATE 7/1/24 · STD. NO. 200.2A



KEY

Ⓡ 2'–6" STD. CURB AND GUTTER

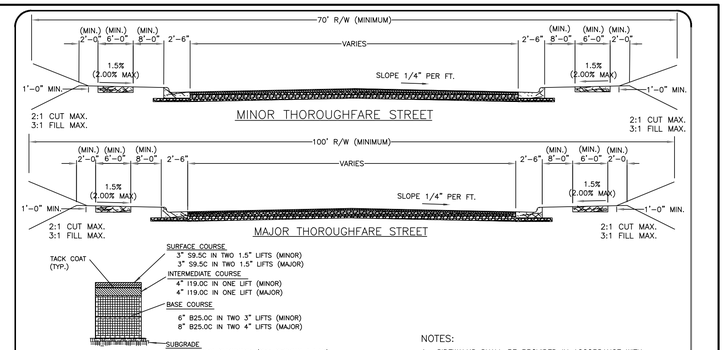
Ⓢ 4" CONCRETE SIDEWALK

NOTES:

1. SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
2. SEE SECTION II. B. FOR ADDITIONAL DESIGN CRITERIA.
3. 2'–0" VALLEY GUTTER MAY BE SUBSTITUTED FOR 2'–6" CURB AND GUTTER. THIS REDUCES THE MINIMUM RIGHT–OF–WAY BY ONE FOOT.
4. SMALL MATURING TREES SHALL BE PROVIDED

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING	RESIDENTIAL LOCAL STREET NO ON STREET PARKING TYPICAL SECTION	REV. DATE 7/1/24 · STD. NO. 200.3A



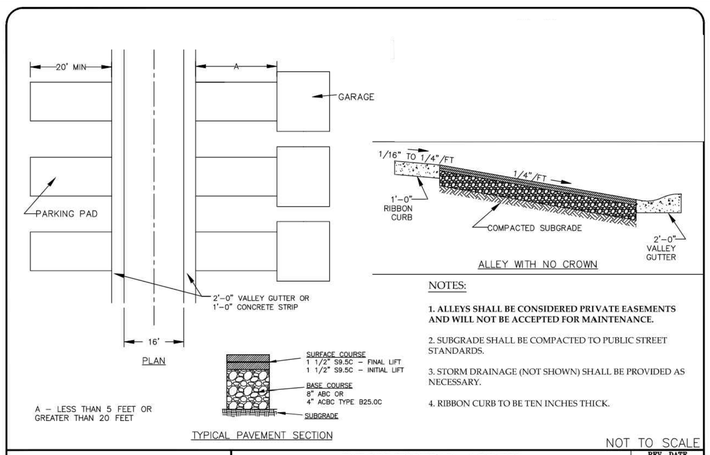
NOTES:

1. SIDEWALK'S SHALL BE PROVIDED IN ACCORDANCE WITH THE APPLICABLE ORDINANCE(S).
2. DITCH TYPE STREET IS TO BE USED ONLY WHEN APPROVED BY CITY ENGINEER.
3. AN ALTERNATIVE PAVEMENT DESIGN MAY BE REQUIRED BY CDOT/NCDOT BASED ON SPECIFIC TRAFFIC PARAMETERS.

NOT TO SCALE

CHARLOTTE. CITY OF CHARLOTTE LAND DEVELOPMENT STANDARDS INCLUDES CHARLOTTE ETJ	THOROUGHFARE STREET TYPICAL SECTIONS COMPREHENSIVE STREET CLASSIFICATION SYSTEM (CLASSES III AND IV)	STD. NO. 11.09 · REV. 17

CDOT THOROUGHFARE TYP. SECTION (FOR MT. HOLLY–HUNTERSVILLE RD (MAJOR))

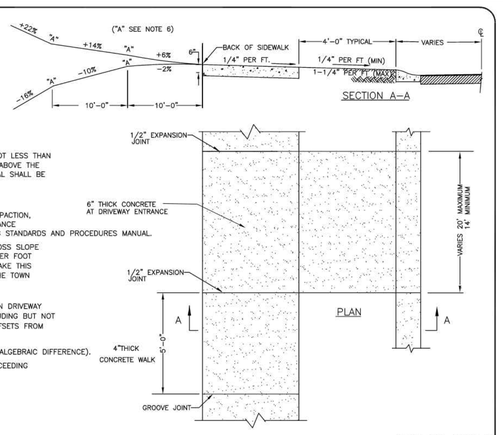


NOTES:

1. **ALLEYS SHALL BE CONSIDERED PRIVATE EASEMENTS AND WILL NOT BE ACCEPTED FOR MAINTENANCE.**
2. SUBGRADE SHALL BE COMPACTED TO PUBLIC STREET STANDARDS.
3. STORM DRAINAGE (NOT SHOWN) SHALL BE PROVIDED AS NECESSARY.
4. RIBBON CURB TO BE TEN INCHES THICK.

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING	RESIDENTIAL ALLEY TWO–WAY OPERATION TYPICAL SECTION	REV. DATE 7/1/24 · STD. NO. 280.6

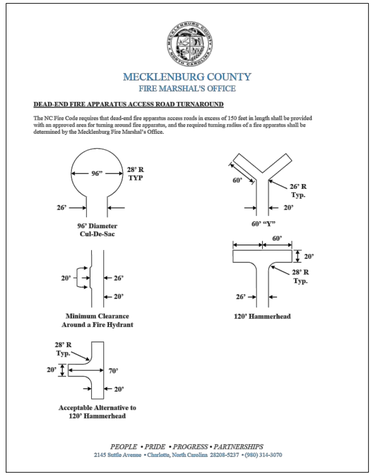


NOTES:

1. THE ELEVATION OF THE SIDEWALK SHALL BE NOT LESS THAN SIX INCHES OR MORE THAN EIGHTEEN INCHES ABOVE THE ROADWAY CROWN. THIS ELEVATION DIFFERENTIAL SHALL BE CONSISTENT WITHIN EACH BLOCK.
2. ALL CONCRETE TO BE 3600 PSI STRENGTH.
3. ALL CONSTRUCTION PRACTICES, INCLUDING COMPACTION, CURING, FINISHING, ETC. SHALL BE IN ACCORDANCE WITH THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL.
4. PLANTING STRIP SHALL BE GRADED WITH A CROSS SLOPE BETWEEN 1/2 IN. PER FOOT AND 1 1/4 IN. PER FOOT EXCEPT WHERE EXCESSIVE NATURAL GRADES MAKE THIS REQUIREMENT IMPRACTICAL. IN SUCH CASES, THE TOWN ENGINEER MAY AUTHORIZE A SUITABLE GRADE.
5. ALL DRIVEWAYS MUST MEET THE CURRENT TOWN DRIVEWAY REGULATIONS AND NCDOT REQUIREMENTS, INCLUDING BUT NOT LIMITED TO SPACING, SIGHT DISTANCE, AND OFFSETS FROM PROPERTY LINES AND INTERSECTIONS.
6. "A" BREAKOVER SHALL BE 8% OR LESS (A = ALGEBRAIC DIFFERENCE).
7. PRIOR APPROVAL IS REQUIRED ON GRADES EXCEEDING WHAT ARE SHOWN.

NOT TO SCALE

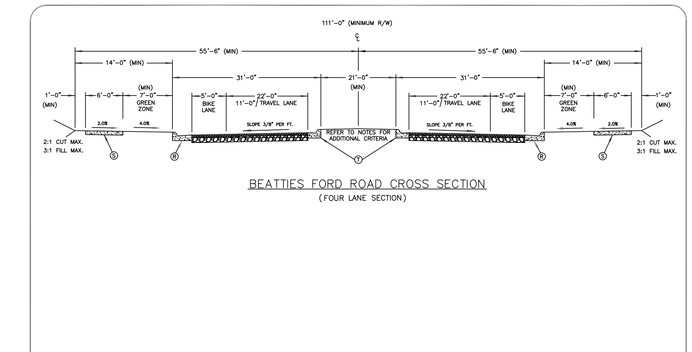
Town of Huntersville NORTH CAROLINA STANDARD DRAWING	RESIDENTIAL DRIVEWAY (TYPE I) FOR VALLEY GUTTER	REV. DATE 08/01/17 · STD. NO. 118.1



DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
10/29/2025	Second Submittal to Town of Huntersville	1

NORTH CAROLINA 811 Nortl Carolina One-Call Center

811 Know what's below. Call before you dig.



KEY

Ⓡ 2'–6" STD. CURB AND GUTTER

Ⓢ 4" CONCRETE SIDEWALK

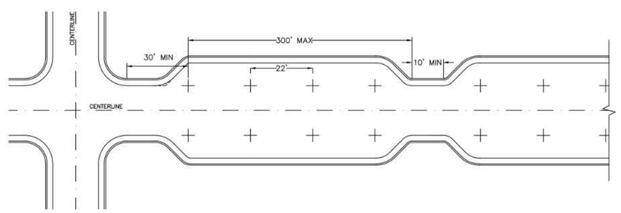
Ⓣ 1'–6" MEDIAN CURB AND GUTTER

NOT TO SCALE

STANDARD DRAWING	FUTURE BEATTIES FORD ROAD TYPICAL SECTION	REV. DATE · STD. NO.

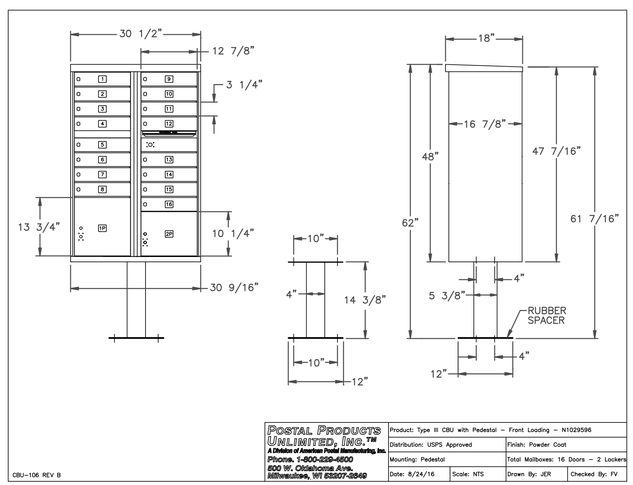
NOTES:

1. REFER TO STANDARD DRAWINGS 285.2, 285.3, AND 285.4 FOR ADDITIONAL INFORMATION.
2. PARKING STALLS MAY BE ON ONE OR BOTH SIDES OF THE STREET.
3. PAVEMENT MARKINGS TO BE THERMOPLASTIC ON RETAIL/OFFICE/MIXED–USE STREETS.
4. 30' MINIMUM DISTANCE TO FIRST PARKING STALL TO BE MEASURED FROM END OF INTERSECTION RADIUS POINT.



NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING	LOCAL STREET PARALLEL PARKING LAYOUT	REV. DATE 7/1/24 · STD. NO. 285.1



Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

3186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal: NORTH CAROLINA PROFESSIONAL ENGINEERING & SURVEYING, INC. SEAL C–4168

Engineer's Seal: REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. GATES 10/29/2025

Project Manager	Drawn
D. Gates	K. Sinclair
Department Manager	**Checked**
B. Pridemore	D. Gates
Print/Plot Date	
October 29, 2025	
Asbuilt Drawn	**Asbuilt Date**
DATE DRAWN	DATE OF SURVEY

Client

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

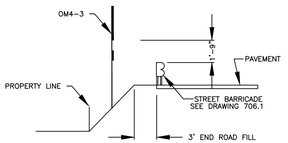
Drawing Title:

Details 1 Of 2 Petition (R25-12)

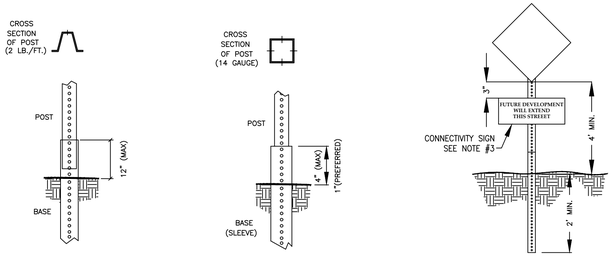
Project No.	Drawing No.
5259	SP-6
DWG File Name: 2839-Rezoning & Site Plan	

NOTES:

1. WHEN AN END OF ROADWAY OR STUBBED STREET REQUIRES A GUARDRAIL SECTION, END OF ROADWAY MARKER SIGNS (MUTCD OM4-3, 24"x24", SOLID RED) SHALL BE PROVIDED.
2. SIGNS ARE TO BE PLACED BEHIND THE BARRICADE (SEE DRAWINGS 707.1 & 708.1), EVENLY SPACED WITH ONE SIGN PLACED AT THE CENTERLINE LOCATION AND ADDITIONAL SIGNS AT 6' O.C. (MINIMUM OF 3 SIGNS, MAXIMUM OF 5 SIGNS).
3. WHEN BARRICADE IS USED ON A STREET STUB, THE SIGN AT THE CENTERLINE SHALL BE SUPPLEMENTED WITH A STREET CONNECTIVITY SIGN. SEE DRAWING 708.1.
4. ALL SIGNS/MARKERS SHALL MEET OR EXCEED MUTCD STANDARDS FOR RETROREFLECTIVITY.



SIGN LOCATION DETAIL



NOT TO SCALE

Town of Huntersville NORTH CAROLINA | STANDARD DRAWING

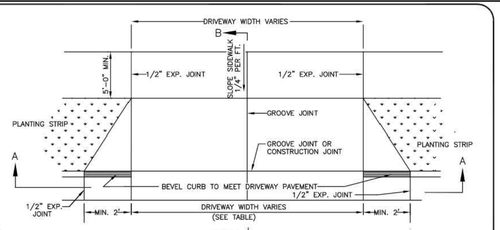
END OF ROADWAY MARKER

REV. DATE
11/1/10
STD. NO.
705.1

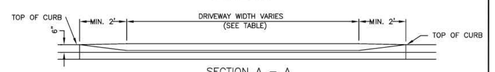
NOTES:

1. ALL CONCRETE TO BE 3600 P.S.I.
2. ALL CURB OR CURB AND GUTTER AND SIDEWALK ARE TO BE REMOVED TO THE NEAREST JOINT BEYOND NEW CONSTRUCTION OR CUT WITH A SAW AND REMOVED. SAW CUT OR JOINT TO BE PERPENDICULAR TO EDGE OF EXISTING PAVEMENT. SEE STD. NO. 102.1 FOR JOINT DETAIL.
3. ALL DRIVEWAYS MUST MEET THE CURRENT TOWN DRIVEWAY REGULATIONS AND NCDOT REQUIREMENTS FOR SPACING, SIGHT DISTANCE AND OFFSETS FROM PROPERTY LINES AND INTERSECTIONS.
4. "A" BREAKOVER SHALL BE 8% OR LESS (A = ALGEBRAIC DIFFERENCE).
5. PRIOR APPROVAL IS REQUIRED ON GRADES EXCEEDING WHAT ARE SHOWN.

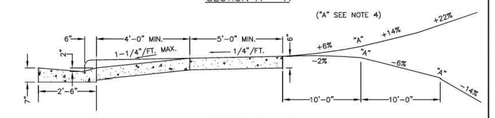
DRIVEWAY CLASSIFICATION		
TYPE DRIVEWAY	MINIMUM	MAXIMUM
TYPE I-RESIDENTIAL		
60' LOT WIDTH OR LESS	14'	14'
OVER 60' LOT WIDTH	14'	20'



PLAN VIEW



SECTION A – A



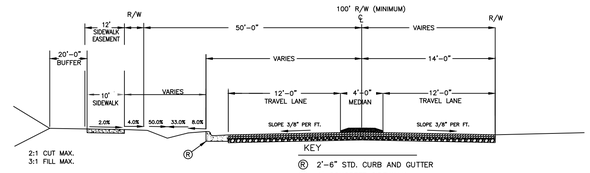
SECTION B – B

NOT TO SCALE

Town of Huntersville NORTH CAROLINA | STANDARD DRAWING

RESIDENTIAL DROP CURB TYPE I DRIVEWAY WITH PLANTING STRIP (2'-6" CURB AND GUTTER)

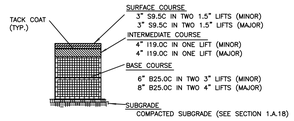
REV. DATE
08/01/17
STD. NO.
111.1



KEY

Ⓡ 2'-6" STD. CURB AND GUTTER
Ⓢ 4" CONCRETE SIDEWALK
Ⓣ EXISTING EDGE OF PAVEMENT

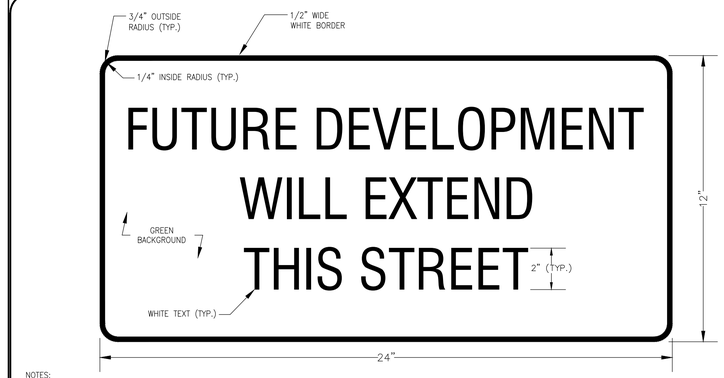
MT. HOLLY-HUNTERSVILLE TYPICAL SECTION(W/ PROPOSED WIDENING WITH MEDIAN)
SCALE: N.T.S.



TYPICAL MINIMUM PAVEMENT SECTION
(SEE NOTE 3.)

DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
10/29/2025	Second Submittal to Town of Huntersville	1

NORTH CAROLINA 811 — Know what's below. Call before you dig.



NOTES:

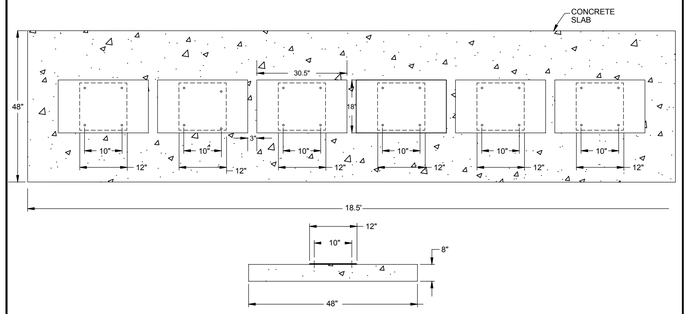
1. SIGN SHALL MEET OR EXCEED MUTCD STANDARDS FOR RETROREFLECTIVITY
2. SIGN MATERIAL SHALL BE 0.080" THICK ALUMINUM
3. ALL LETTERS SHALL BE SERIES B-2000 FROM THE 2004 STANDARD HIGHWAY SIGNS MANUAL (AND ANY REVISION THERETO) PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.

NOT TO SCALE

Town of Huntersville NORTH CAROLINA | STANDARD DRAWING

STREET CONNECTIVITY SIGN FOR END OF ROADWAY BARRICADE

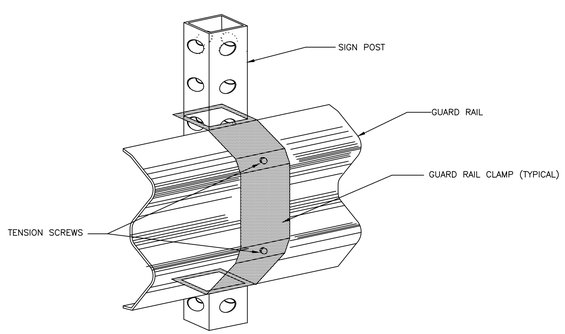
REV. DATE
11/1/10
STD. NO.
708.1



TYPICAL CLUSTER MAILBOX UNIT FOUNDATION
(N.T.S)



35' SWIM BUFFER DETAIL:



NOT TO SCALE

Town of Huntersville NORTH CAROLINA | STANDARD DRAWING

END OF ROADWAY MARKER GUARD RAIL CLAMP INSTALLATION

REV. DATE
11/1/10
STD. NO.
707.1

GENERAL NOTES:

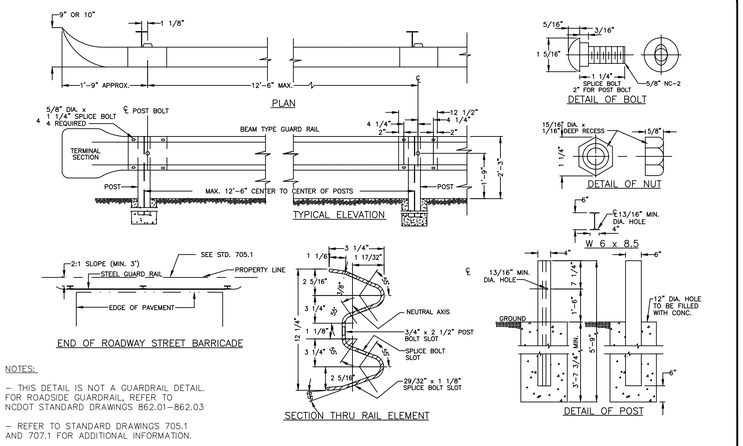
1. STEEL BEAM TYPE GUARD RAILS SHALL BE INSTALLED AT THE END OF ALL DEAD-END STREETS, EXCEPT CUL-DE-SAC STREETS WHICH HAVE BEEN APPROVED WITH A PERMANENT TURNAROUND.
2. FOR STREETS 28' IN WIDTH, THE GUARD RAIL SHALL CONSIST OF TWO (2) 12'-8" SECTIONS OR ONE (1) 25' SECTION, THREE (3) STEEL POSTS, AND TWO (2) TERMINAL SECTIONS. FOR STREETS GREATER THAN 25' IN WIDTH, THE GUARD RAIL SHALL SPAN THE ENTIRE WIDTH OF THE STREET.
3. GUARD RAIL SHALL CONSIST OF RAIL ELEMENTS FABRICATED TO DEVELOP CONTINUOUS BEAM STRENGTH AND INSTALLED AS SHOWN.
4. MINIMUM THICKNESS OF GUARD RAIL SHALL BE 12 GAGE U.S. STANDARD. THE RAIL ELEMENT INCLUDING SPLICES SHALL HAVE A MINIMUM ULTIMATE TENSILE STRENGTH OF 80,000 LBS. GUARD RAIL PARTS FURNISHED SHALL BE INTERCHANGEABLE WITH SIMILAR PARTS REGARDLESS OF THE SOURCE OF MANUFACTURER. THE HOLES FOR CONNECTING BOLTS SHALL BE PUNCHED OR DRILLED. BURNING OF THE HOLES FOR CONNECTING BOLTS SHALL NOT BE PERMITTED.
5. THE GUARD RAIL, BOLTS, NUTS, STEEL POSTS, AND ALL OTHER METAL PARTS SHALL BE GALVANIZED TO CONFORM TO THE REQUIREMENTS FOR THE COATING CLASS, (2.5 OUNCES PER SQUARE FOOT) OF THE CURRENT SPECIFICATIONS FOR ZINC-COATED (GALVANIZED) IRON, AND STEEL SHEETS, COILS, AND CUT LENGTHS, IN ACCORDANCE WITH ASTM 123A.
6. IF THE AVERAGE SPELTER COATING AS DETERMINED FROM THE REQUIRED SAMPLES IS LESS THAN TWO (2) OUNCES OF SPELTER PER SQUARE FOOT, OR IF ANY ON SPECIMEN HAS LESS THAN 1.8 OUNCES OF SPELTER PER SQUARE FOOT OF DOUBLE EXPOSED SURFACE, THE LOT SAMPLED SHALL BE REJECTED. THE FINISHED SHEETS SHALL BE OF FIRST CLASS COMMERCIAL QUALITY, FREE FROM INJURIOUS DEFECTS SUCH AS BLISTERS, FLUX, AND UNCOATED SPOTS.
7. THE GUARD RAIL SHALL BE INSPECTED TO DETERMINE THAT THE MATERIAL, DIMENSIONS, AND WORKMANSHIP ARE IN ACCORDANCE WITH THIS PLAN.
8. WHERE AN END OF ROADWAY REQUIRES GUARD RAIL, END OF ROADWAY MARKER SIGNS SHALL ALSO BE REQUIRED. (REFER TO DRAWINGS 705.1 – 708.1)

NOT TO SCALE

Town of Huntersville NORTH CAROLINA | STANDARD DRAWING

END OF ROADWAY STREET BARRICADE GENERAL NOTES

REV. DATE
11/1/10
STD. NO.
709.1



NOTES:

– THIS DETAIL IS NOT A GUARDRAIL DETAIL. FOR ROADSIDE GUARDRAIL, REFER TO NCDOT STANDARD DRAWINGS 862.01–862.03

– REFER TO STANDARD DRAWINGS 705.1 AND 707.1 FOR ADDITIONAL INFORMATION.

NOT TO SCALE

Town of Huntersville NORTH CAROLINA | STANDARD DRAWING

END OF ROADWAY STREET BARRICADE

REV. DATE
11/1/10
STD. NO.
706.1

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING INC. R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. GATES 10/29/2025

Project Manager	Drawn
D. Gates	K. Sinclair
Department Manager	Checked
B. Pridemore	D. Gates
Print/Plot Date	
October 29, 2025	
Asbuilt Drawn	Asbuilt Date
-	-

Client

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Details 2 Of 2 Petition (R25-12)

Project No.	Drawing No.
5259	SP-7
DWG File Name: 5259_Site Petition R22-05	

SITE INFORMATION

TAX PARCEL ID # 01526443, 01526504, 01526506, 01526450, 01526432

EXISTING ZONING: Rural (R)

PROPOSED ZONING: NEIGHBORHOOD RESIDENTIAL (NR-CD)

ZONING CONDITIONAL NOTES

GENERAL NOTES:

1. BOUNDARY SURVEY PROVIDED BY RJH & ASSOCIATES, CHARLOTTE, NC DATED: 6, 15, 2018.
2. ADJACENT PARCEL & INFORMATION, PROVIDED BY 2018 MECKLENBURG COUNTY FIELD DATA.
3. PORTIONS OF ADJACENT PROPERTY (PID #01526460) WITHIN NEW RIGHT OF WAY OF CARVER AVENUE SHALL BE ACQUIRED BY THE DEVELOPER, INCLUDED IN THE ANNEXATION PETITION, AND TURNED OVER TO THE TOWN FOR MAINTENANCE. IF EVENTS DO NOT ALLOW CARVER AVENUE TO BE TAKEN OVER BY THE TOWN, PLANS MUST BE REVISED TO REMOVE ON STREET PARKING AND MEET NCDOT LANE WIDTH STANDARDS.
4. ENTIRE SITE WILL BE ANNEXED INTO THE TOWN OF HUNTERSVILLE UPON PLAN APPROVAL. ADDITIONALLY, PARCEL #01526460 WILL BE INCLUDED IN THE ANNEXATION PETITION TO PREVENT THE CREATION OF AN UN-ANNEXED ISLAND.

BUFFERS

1. BUFFER AREAS ESTABLISHED IN THESE DEVELOPMENT STANDARDS SHALL CONFORM TO THE STANDARDS ESTABLISHED IN THE ORDINANCE NOTWITHSTANDING THE FOREGOING; THE BUFFER REQUIREMENT FOR THE NR DISTRICT MAY BE MODIFIED AS SHOWN ON THE REZONING PLAN .
2. BUFFER AREAS SHALL REMAIN UNDISTURBED, EXCEPT TO THE EXTENT NECESSARY TO ACCOMMODATE ACCESS POINTS, DRAINAGE PIPES OR CHANNELS, UTILITY LINES AND FACILITIES, PEDESTRIAN PATHWAYS AND BICYCLE PATHWAYS (AS PROVIDED IN THE HUNTERSVILLE ZONING ORDINANCE 7.5.8). UTILITY INSTALLATIONS MAY ONLY CROSS BUFFER AREAS AT THE INTERIOR ANGLES MEASURED AT PROPERTY LINE WHICH ARE NOT LESS THAN 75 DEGREES.
3. NO BUILDINGS, PARKING SPACES, MANEUVERING AREAS MAY BE LOCATED WITHIN BUFFER AREAS. HOWEVER, WATER QUALITY/LOW IMPACT DEVELOPMENT (LID) FACILITIES, SUCH AS RAIN GARDENS, MAY BE WITHIN THE BUFFERS (AS PER HUNTERSVILE ZONING ORDINANCE ARCTICLE 3.3.2-B SECTION g). STORM WATER DETENTION FACILITIES SHALL REMAIN OUT OF BUFFER AREAS.
4. IN ALL BUFFER AREAS WHERE EXISTING TREES AND NATURAL VEGETATION HAVE BEEN CLEARED TO ACCOMMODATE PEDESTRIAN SIDEWALKS OR PATHWAYS OR THE INSTALLATION OF UTILITY LINES OR FACILITIES, THE CLEARED, UNIMPROVED AREAS WILL BE LANDSCAPED WITH TREES AND SHRUBS IN ACCORDANCE WITH ARTICLE 7 OF THE HUNTERSVILLE ZONING ORDINANCE (PER ARTICLE 7.5.8a).

SETBACKS, SIDE YARDS AND REAR YARDS

1. ALL BUILDINGS CONSTRUCTED WITHIN THE SITE SHALL SATISFY OR EXCEED THE BUILD-TO, REAR YARD AND SIDE YARD REQUIREMENTS ESTABLISHED UNDER THE ORDINANCE FOR THE NR ZONING DISTRICT.

SCREENING AND LANDSCAPING AREAS

1. LANDSCAPE AREAS WILL BE PLANTED ON THE SITE TO MEET OR EXCEED THE REQUIREMENTS OF THE ORDINANCE.
2. SCREENING SHALL CONFORM WITH THE STANDARDS AND TREATMENTS SPECIFIED IN THE ORDINANCE, REQUIRED LANDSCAPING OR TREES AND SHRUBS LOCATED WITHIN THE BUFFER SHALL CONFORM TO THE ORDINANCE.
3. LIMITED AMOUNT OF CLEARING SHALL BE ALLOWED WITHIN THE BUFFER/SETBACK AREAS TO PROMOTE THE GROWTH OF EXISTING VEGETATION AND/OR ENHANCE THE AESTHETIC APPEAL OF THE SITE. THE FOLLOWING WOULD BE ALLOWED IN A BUFFER/SETBACK AREA:
   A. HAND PRUNING ONLY. NO HEAVY EQUIPMENT OR VEHICLES ALLOWED IN THE BUFFER (I.E. BULLDOZERS).
   B. PLANT MATERIAL, WHICH MAY BE REMOVED, SHALL BE CUT FLUSH WITH THE GROUND. NO DISTURBANCE OF THE SOIL WILL BE ALLOWED.
   C. NO LIMB REMOVAL WITH THE EXCEPTION OF DEAD OR DISEASED LIMBS.
   D. PETITIONER MAY REMOVE WEEDS AND VINES.
   E. PETITIONER MAY REMOVE TREES THAT MEASURE LESS THAN 2" CALIPER AT THE BASE THAT ARE CLEARLY WITHIN THE DRIP LINE OF A TREE THAT IS 2" OR GREATER. DRIP LINE IS DEFINED AS AN IMAGINARY LINE ON THE GROUND THAT WOULD FORM THE PERIMETER OF THE TREE'S CANOPY.
   F. PETITIONER MAY REMOVE DEAD TREES AND MATERIAL. DISEASED TREES MAY BE REMOVED AT THE DISCRETION OF AN URBAN FORESTER.
   G. MULCH MAY BE APPLIED TO THE WOODLAND BUFFER. KEEP MULCH 2-3" AWAY FROM THE BARK OF TREES.
4. ALL BUFFERS AND SETBACKS SHALL BE MAINTAINED BY THE HOMEOWNERS ASOCIATION AS TREE PRESERVATION AREAS THAT MAY BE SUPPLEMENTED TO ENHANCE THE APPEARANCE OF THE PROJECT. LIKEWISE, BUFFERS AND SETBACKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION MAY BE MODIFIED AS ALLOWED IN THE ORDINANCE.

PAVING/ PARKING FACILITIES

1. OFF STREET AND ON STREET PARKING WILL MEET THE MINIMUM STANDARDS ESTABLISHED UNDER THE ORDINANCE.

LIGHTING

1. PETITIONER AGREES TO INSTALL PEDESTRIAN SCALE LIGHTING ALONG INTERNAL STREETS. THE MAXIMUM HEIGHT OF ANY FREESTANDING LIGHTING FIXTURE, INCLUDING ITS BASE, SHALL NOT EXCEED 30 FEET.
2. ALL DIRECT LIGHTING WITHIN THE SITE SHALL BE FULLY SHIELDED AND DESIGNED SUCH THAT DIRECT ILLUMINATION DOES NOT EXTEND PAST ANY EXTERIOR PROPERTY LINE. CONSIDERATION WILL BE GIVEN TO THE IMPACT OF LIGHTING BOTH WITHIN AND OUTSIDE OF THE PERIMETER OF THE SITE. ITEMS FOR CONSIDERATION WILL INCLUDE INTENSITY, CUTOFF ANGLES, COLOR, ENERGY EFFICIENCY AND SHIELDING OF SOURCES OF LIGHT.

OPEN SPACE

1. IN COMMON OPEN SPACE AREAS LOCATED OUTSIDE OF THE UNDISTURBED BUFFERS THE PETITIONER RESERVES THE RIGHT FOR IMPROVEMENTS TO INCLUDE SIDEWALKS, PLAYGROUND (TOT LOT), PEDESTRIAN LIGHTING, BENCHES, TABLES AND CHAIRS, FOUNTAINS, ADDITIONAL HARDSCAPE MATERIALS, TRASH RECEPTACLES AND ANY OTHER SITE AMENITY ALLOWED BY THE ORDINANCE.

ARCHITECTURAL CONTROLS AND RESTRICTIVE COVENANTS

1. ALL BUILDINGS CONSTRUCTED ON THE SITE SHALL BE ARCHITECTURALLY COMPATIBLE IN APPEARANCE THROUGH THE USE OF SIMILAR, AS WELL AS COMPLEMENTARY BUILDING MATERIALS, COLORS AND DESIGN (GIVING DUE CONSIDERATIONS TO THE USE OF EACH BUILDING).
2. THE FIRST FLOOR OF ALL BUILDINGS SHALL BE DESIGNED TO ENCOURAGE AND COMPLEMENT PEDESTRIAN SCALE INTEREST AND ACTIVITY.
3. BUILDINGS LOCATED WITHIN THE DEVELOPMENT SHALL BE DESIGNED TO RELATE TO THE OVERALL PEDESTRIAN ENVIRONMENT. BUILDINGS SHALL BE DESIGNED TO RAISE THE STANDARD LEVEL OF THE DESIGN TO CREATE A PLACE OF INTEREST.
4. BUILDING ELEVATIONS FOR SINGLE-FAMILY HOMES FRONTING BEATTIES FORD ROAD SHALL BE SUBMITTED FOR REVIEW AND APPROVAL TO THE TOWN OF HUNTERSVILLE PLANNING DEPARTMENT. PRIOR TO ISSUANCE OF BUILDING PERMITS, THE TOWN OF HUNTERSVILLE PLANNING DEPARTMENT SHALL HAVE THE OPPORTUNITY TO REVIEW THE PROPOSED PLANS AGAINST THE APPROVED CONDITIONAL PLANS TO ASSURE COMPLIANCE WITH DESIGN PRINCIPALS ILLUSTRATED ON THE PLANS.
5. RESIDENTIAL BUILDINGS WILL BE REQUIRED TO INCORPORATE BALCONIES, BAY WINDOWS, PORCHES AND OTHER ARCHITECTURAL ENHANCEMENTS AS A WAY OF ADDRESSING THE PEDESTRIAN NATURE OF THE VILLAGE. FRONT DOORS SHOULD ORIENT TOWARD THE STREET OR STREET CORNER OR OPEN SPACE/COURTYARD OR AS OTHERWISE ALLOWED BY THE ORDINANCE.

FIRE PROTECTION

FIRE HYDRANTS WILL BE PROVIDED WITHIN THE LANDSCAPE SETBACK AREAS AS REQUIRED BY THE FIRE MARSHALL. HYDRANT LOCATIONS MUST BE APPROVED BY THE FIRE MARSHALL.

SIDEWALKS AND INTERNAL STREETS

1. PETITIONER SHALL MEET THE ORDINANCE FOR SIDEWALKS AND STREET TREES. HOWEVER, IF THE PETITIONER ELECTS TO INSTALL AN ALTERNATE SIDEWALK THAT SIDEWALK WOULD BE A MINIMUM 5 FOOT WIDE WALK. THE SIDEWALK MAY MEANDER IN ORDER TO PERMIT THE PETITIONER TO EXERCISE GOOD FAITH EFFORTS TO SAVE EXISTING 8 INCH OR LARGER CALIPER TREES WITHIN THE APPLICABLE BUILDING SETBACK ALONG THE EXISTING ROADS THAT ARE BEING BROUGHT TO HUNTERSVILLE STANDARDS. (PER ARTICLE 8.140 OF HUNTERSVILLE SUBDIVISION ORDINANCE)
2. EXCEPT WHERE NECESSARY TO ACCOMMODATE SIGNIFICANT DESIGN AND ARCHITECTURAL ELEMENTS LOCATED ON THE SITE, INTERNAL STREETS SHALL BE DESIGNED TO HAVE STREET TREES AND (SUBJECT TO THE PROVISIONS OF NOTE 1 OF THIS SECTION) SIDEWALKS A MINIMUM OF 5 FEET IN WIDTH PROVIDED THAT ANY DEVIATION FROM THE MINIMUM 5 FEET SIDEWALK WIDTH SHALL RELATE TO PEDESTRIAN WALK AREAS OF AN APPROPRIATE WIDTH INCLUDED AS PART OF THE ABOVE DESCRIBED SIGNIFICANT DESIGN FEATURES.

BEATTIES FORD ROAD SECTION AND FRONTAGE

1. DEVELOPER TO PROVIDE CROSS SECTIONAL DETAIL OF THE FUTURE BEATTIES FORD ROAD EXTENSION BUT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OR IMPROVEMENTS OF THIS SECTION BEYOND THE INSTALLATION OF THE SIDEWALK THAT IS TO FRONT THE SINGLE-FAMILY UNITS. THE DEVELOPER TO PROVIDE DOUBLE ROW STREET TREES, BUT IS NOT RESPONSIBLE FOR THE DAMAGE OR REMOVAL AND REPLACEMENT OF TREES DURING THE IMPROVEMENTS OF BEATTIES FORD ROAD. DEVELOPER TO ACCOMMODATE FOR THE EXPANDED CROSS SECTION WITH BUILDING PLACEMENT AND R/W DEDICATION. ELEVATIONS FOR THIS SECTION OF IMPROVEMENTS BY THE DEVELOPER (STREET TREES AND SIDEWALK) WILL BE BASED ON CURRENT CENTERLINE ELEVATIONS AND PROJECTED OUTWARD.
2. LOTS FRONTING BEATTIES FORD ROAD SHALL BE REAR ENTRY, WITH ALL PARKING PROVIDED BY ALLEY ACCESS. THESE LOTS SHALL BE ADDRESSED TO THE ALLEY. NO ON STREET PARKING IS ALLOWED ON NCDOT ROADS.

HOMES FRONTING BEATTIES FORD RD.



NOTE: ADDITIONAL ELEVATIONS SPECIFIED DURING CONSTRUCTION PLANS MUST BE APPROVED BY STAFF.

DATE	ISSUED FOR	REV
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Engineer's Seal

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. GATES 10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: DATE DRAWN	Asbuilt Date: DATE OF SURVEY

Client

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

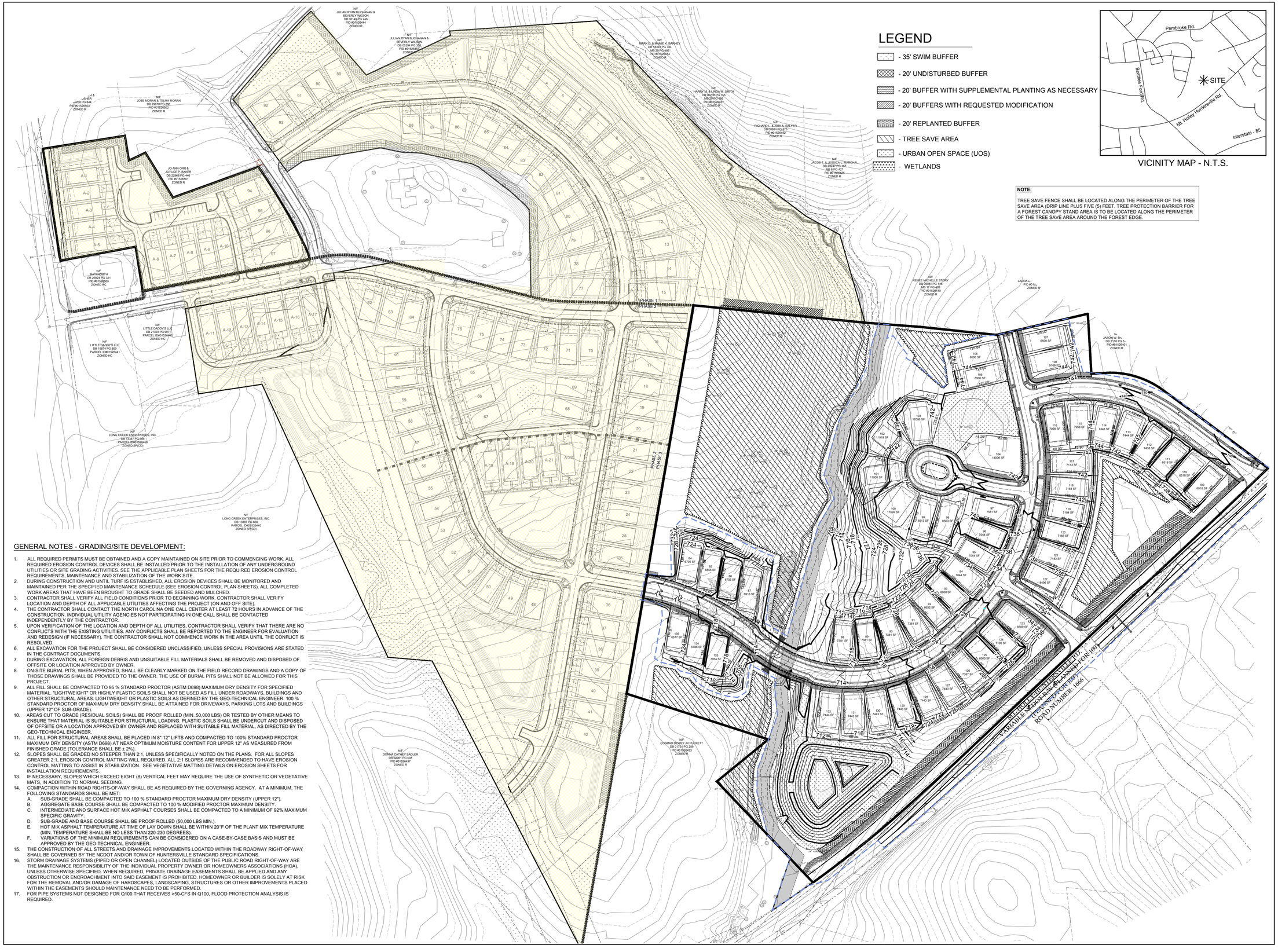
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Rezoning Notes Petition (R25-12)

Project No.: 5259	Drawing No.: SP-8
DWG File Name: 2839-Rezoning & Site Plan	



GENERAL NOTES - GRADING/SITE DEVELOPMENT:

1. ALL REQUIRED PERMITS MUST BE OBTAINED AND A COPY MAINTAINED ON SITE PRIOR TO COMMENCING WORK. ALL REQUIRED EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY UNDERGROUND UTILITIES OR SITE GRADING ACTIVITIES. SEE THE APPLICABLE PLAN SHEETS FOR THE REQUIRED EROSION CONTROL REQUIREMENTS, MAINTENANCE AND STABILIZATION OF THE WORK SITE.
2. DURING CONSTRUCTION AND UNTIL TURF IS ESTABLISHED, ALL EROSION DEVICES SHALL BE MONITORED AND MAINTAINED PER THE SPECIFIED MAINTENANCE SCHEDULE (SEE EROSION CONTROL PLAN SHEETS). ALL COMPLETED WORK AREAS THAT HAVE BEEN BROUGHT TO GRADE SHALL BE SEEDED AND MULCHED.
3. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING WORK. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL APPLICABLE UTILITIES AFFECTING THE PROJECT (ON AND OFF SITE).
4. THE CONTRACTOR SHALL CONTACT THE NORTH CAROLINA ONE CALL CENTER AT LEAST 72 HOURS IN ADVANCE OF THE CONSTRUCTION. INDIVIDUAL UTILITY AGENCIES NOT PARTICIPATING IN ONE CALL SHALL BE CONTACTED INDEPENDENTLY BY THE CONTRACTOR.
5. UPON VERIFICATION OF THE LOCATION AND DEPTH OF ALL UTILITIES, CONTRACTOR SHALL VERIFY THAT THERE ARE NO CONFLICTS WITH THE EXISTING UTILITIES. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER FOR EVALUATION AND REDESIGN (IF NECESSARY). THE CONTRACTOR SHALL NOT COMMENCE WORK IN THE AREA UNTIL THE CONFLICT IS RESOLVED.
6. ALL EXCAVATION FOR THE PROJECT SHALL BE CONSIDERED UNCLASSIFIED, UNLESS SPECIAL PROVISIONS ARE STATED IN THE CONTRACT DOCUMENTS.
7. DURING EXCAVATION, ALL FOREIGN DEBRIS AND UNSUITABLE FILL MATERIALS SHALL BE REMOVED AND DISPOSED OF OFFSITE OR LOCATION APPROVED BY OWNER.
8. ON-SITE BURIAL PITS, WHEN APPROVED, SHALL BE CLEARLY MARKED ON THE FIELD RECORD DRAWINGS AND A COPY OF THOSE DRAWINGS SHALL BE PROVIDED TO THE OWNER. THE USE OF BURIAL PITS SHALL NOT BE ALLOWED FOR THIS PROJECT.
9. ALL FILL SHALL BE COMPACTED TO 95 % STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY FOR SPECIFIED MATERIAL. "LIGHTWEIGHT" OR HIGHLY PLASTIC SOILS SHALL NOT BE USED AS FILL UNDER ROADWAYS, BUILDINGS AND OTHER STRUCTURAL AREAS. LIGHTWEIGHT OR PLASTIC SOILS AS DEFINED BY THE GEO-TECHNICAL ENGINEER. 100 % STANDARD PROCTOR OF MAXIMUM DRY DENSITY SHALL BE ATTAINED FOR DRIVEWAYS, PARKING LOTS AND BUILDINGS (UPPER 12" OF SUB-GRADE).
10. AREAS CUT TO GRADE (RESIDUAL SOILS) SHALL BE PROOF ROLLED (MIN. 50,000 LBS) OR TESTED BY OTHER MEANS TO ENSURE THAT MATERIAL IS SUITABLE FOR STRUCTURAL LOADING. PLASTIC SOILS SHALL BE UNDERCUT AND DISPOSED OF OFFSITE OR A LOCATION APPROVED BY OWNER AND REPLACED WITH SUITABLE FILL MATERIAL, AS DIRECTED BY THE GEO-TECHNICAL ENGINEER.
11. ALL FILL FOR STRUCTURAL AREAS SHALL BE PLACED IN 8"-12" LIFTS AND COMPACTED TO 100% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D698) AT NEAR OPTIMUM MOISTURE CONTENT FOR UPPER 12" AS MEASURED FROM FINISHED GRADE (TOLERANCE SHALL BE ± 2%).
12. SLOPES SHALL BE GRADED NO STEEPER THAN 2:1, UNLESS SPECIFICALLY NOTED ON THE PLANS. FOR ALL SLOPES GREATER 2:1, EROSION CONTROL MATTING WILL REQUIRED. ALL 2:1 SLOPES ARE RECOMMENDED TO HAVE EROSION CONTROL MATTING TO ASSIST IN STABILIZATION. SEE VEGETATIVE MATTING DETAILS ON EROSION SHEETS FOR INSTALLATION REQUIREMENTS.
13. IF NECESSARY, SLOPES WHICH EXCEED EIGHT (8) VERTICAL FEET MAY REQUIRE THE USE OF SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO NORMAL SEEDING.
14. COMPACTION WITHIN ROAD RIGHTS-OF-WAY SHALL BE AS REQUIRED BY THE GOVERNING AGENCY. AT A MINIMUM, THE FOLLOWING STANDARDS SHALL BE MET:
    A. SUB-GRADE SHALL BE COMPACTED TO 100 % STANDARD PROCTOR MAXIMUM DRY DENSITY (UPPER 12").
    B. AGGREGATE BASE COURSE SHALL BE COMPACTED TO 100 % MODIFIED PROCTOR MAXIMUM DENSITY.
    C. INTERMEDIATE AND SURFACE HOT MIX ASPHALT COURSES SHALL BE COMPACTED TO A MINIMUM OF 92% MAXIMUM SPECIFIC GRAVITY.
    D. SUB-GRADE AND BASE COURSE SHALL BE PROOF ROLLED (50,000 LBS MIN.).
    E. HOT MIX ASPHALT TEMPERATURE AT TIME OF LAY DOWN SHALL BE WITHIN 20°F OF THE PLANT MIX TEMPERATURE (MIN. TEMPERATURE SHALL BE NO LESS THAN 220-230 DEGREES).
    F. VARIATIONS OF THE MINIMUM REQUIREMENTS CAN BE CONSIDERED ON A CASE-BY-CASE BASIS AND MUST BE APPROVED BY THE GEO-TECHNICAL ENGINEER.
15. THE CONSTRUCTION OF ALL STREETS AND DRAINAGE IMPROVEMENTS LOCATED WITHIN THE ROADWAY RIGHT-OF-WAY SHALL BE GOVERNED BY THE NCDOT AND/OR TOWN OF HUNTERSVILLE STANDARD SPECIFICATIONS.
16. STORM DRAINAGE SYSTEMS (PIPED OR OPEN CHANNEL) LOCATED OUTSIDE OF THE PUBLIC ROAD RIGHT-OF-WAY ARE THE MAINTENANCE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER OR HOMEOWNERS ASSOCIATIONS (HOA), UNLESS OTHERWISE SPECIFIED. WHEN REQUIRED, PRIVATE DRAINAGE EASEMENTS SHALL BE APPLIED AND ANY OBSTRUCTION OR ENCROACHMENT INTO SAID EASEMENT IS PROHIBITED. HOMEOWNER OR BUILDER IS SOLELY AT RISK FOR THE REMOVAL AND/OR DAMAGE OF HARDSCAPES, LANDSCAPING, STRUCTURES OR OTHER IMPROVEMENTS PLACED WITHIN THE EASEMENTS SHOULD MAINTENANCE NEED TO BE PERFORMED.
17. FOR PIPE SYSTEMS NOT DESIGNED FOR Q100 THAT RECEIVES >50-CFS IN Q100, FLOOD PROTECTION ANALYSIS IS REQUIRED.

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Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. CATES 10/29/2025

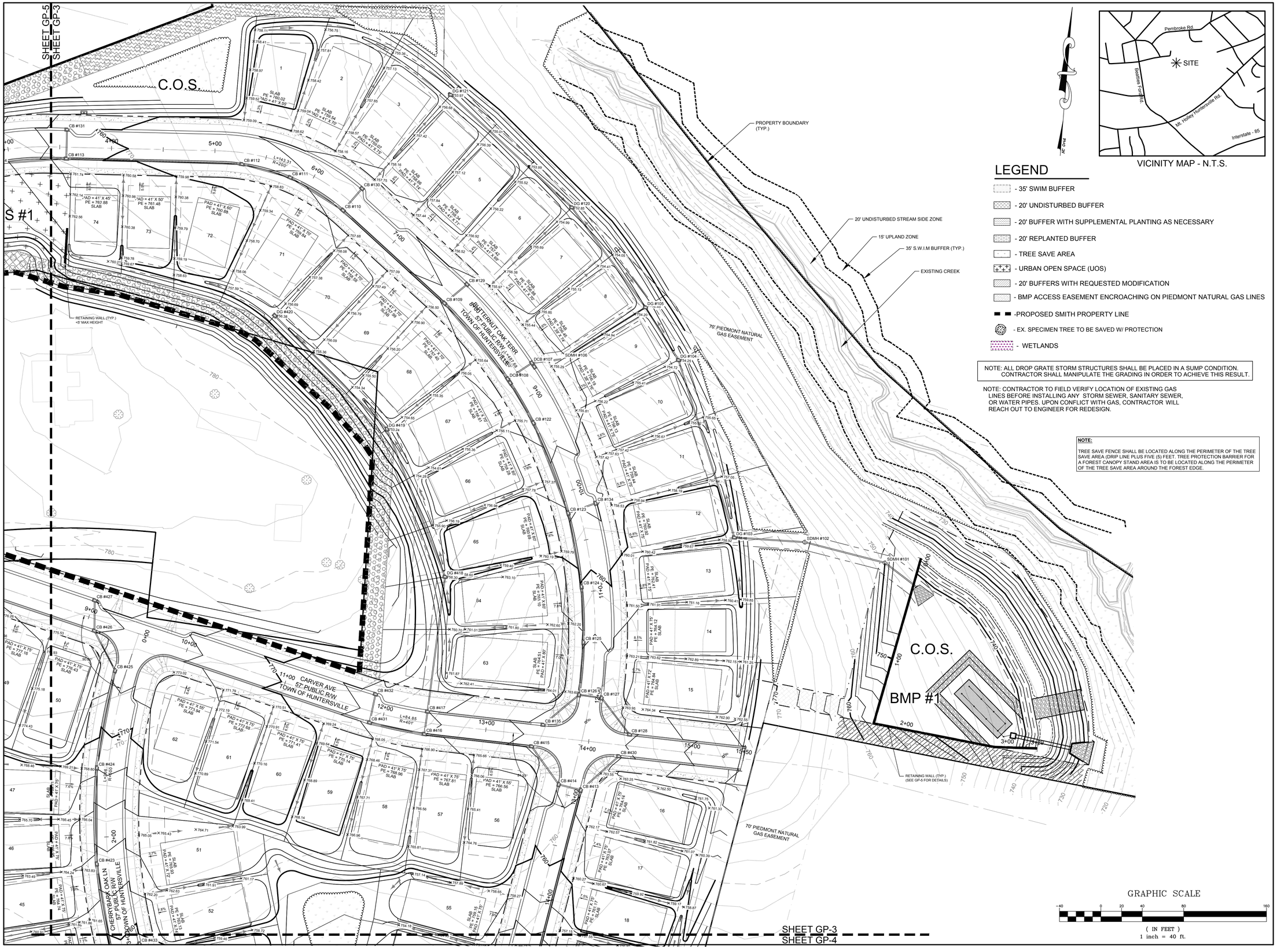
Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:
Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:
Overall Grading Plan Petition (R25-12)

Project No.	Drawing No.
5259	GP-1
DWG File Name: 5259_Grading	



LEGEND

- 35' SWIM BUFFER
- 20' UNDISTURBED BUFFER
- 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
- 20' REPLANTED BUFFER
- TREE SAVE AREA
- URBAN OPEN SPACE (UOS)
- 20' BUFFERS WITH REQUESTED MODIFICATION
- BMP ACCESS EASEMENT ENCROACHING ON PIEDMONT NATURAL GAS LINES
- PROPOSED SMITH PROPERTY LINE
- EX. SPECIMEN TREE TO BE SAVED W/ PROTECTION
- WETLANDS

NOTE: ALL DROP GRATE STORM STRUCTURES SHALL BE PLACED IN A SUMP CONDITION. CONTRACTOR SHALL MANIPULATE THE GRADING IN ORDER TO ACHIEVE THIS RESULT.

NOTE: CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING GAS LINES BEFORE INSTALLING ANY STORM SEWER, SANITARY SEWER, OR WATER PIPES. UPON CONFLICT WITH GAS, CONTRACTOR WILL REACH OUT TO ENGINEER FOR REDESIGN.

NOTE:

TREE SAVE FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS FIVE (5) FEET. TREE PROTECTION BARRIER FOR A FOREST CANOPY STAND AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE.

VICINITY MAP - N.T.S.

GRAPHIC SCALE

−40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
10/29/2025	Second Submittal to Town of Huntersville	1

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Engineer's Seal

NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. GATES

10/29/2025

Project Manager	Drawn
D. Gates	K. Sinclair
Department Manager	**Checked**
B. Pridemore	D. Gates
Print/Plot Date	
October 23, 2025	
Asbuilt Drawn	**Asbuilt Date**
-	-

Client

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Grading Plan 1 Of 4 Petition (R25-12)

Project No.	Drawing No.
5259	GP-2
DWG File Name:	
2839-Grading Plan	

SHEET GP-3
SHEET GP-4

MATCHLINE

SAWTOOTH OAK ALLEY

CHERRYBARK OAK LN
50' PUBLIC R/W
TOWN OF HUNTERSVILLE

BUTTERNUT OAK TERR.
50' PUBLIC R/W
TOWN OF HUNTERSVILLE

U.O.S #2

BMP #4
C.O.S.

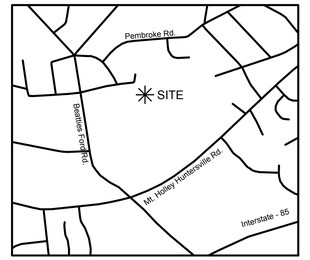
BMP #3
C.O.S.

50' PIEDMONT NATURAL GAS EASEMENT

FUTURE PHASE 3

EX. POND

RETAINING WALL (TYP.)
MAX HEIGHT 3'



VICINITY MAP - N.T.S.

LEGEND

- 35' SWIM BUFFER
- 20' UNDISTURBED BUFFER
- 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
- 20' REPLANTED BUFFER
- TREE SAVE AREA
- URBAN OPEN SPACE (UOS)
- 20' BUFFERS WITH REQUESTED MODIFICATION
- WETLANDS

NOTE:

TREE SAVE FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS FIVE (5) FEET. TREE PROTECTION BARRIER FOR A FOREST CANOPY STAND AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE.

NOTE: ALL DROP GRATE STORM STRUCTURES SHALL BE PLACED IN A SUMP CONDITION. CONTRACTOR SHALL MANIPULATE THE GRADING IN ORDER TO ACHIEVE THIS RESULT.

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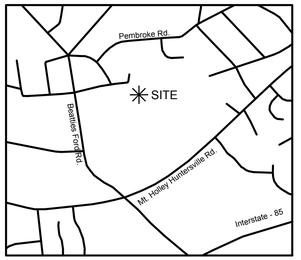
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Grading Plan 2 Of 4 Petition (R25-12)

Project No.	Drawing No.
5259	GP-3
DWG File Name: 2839-Grading Plan	





VICINITY MAP - N.T.S.

LEGEND

- 35' SWIM BUFFER
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- 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
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- EX. SPECIMEN TREE TO BE SAVED W/ PROTECTION
- WETLANDS

NC Grid

NOTE: ALL DROP GRATE STORM STRUCTURES SHALL BE PLACED IN A SUMP CONDITION. CONTRACTOR SHALL MANIPULATE THE GRADING IN ORDER TO ACHIEVE THIS RESULT.

NOTE: CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING GAS LINES BEFORE INSTALLING ANY STORM SEWER, SANITARY SEWER, OR WATER PIPES. UPON CONFLICT WITH GAS, CONTRACTOR WILL REACH OUT TO ENGINEER FOR REDESIGN.

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GRAPHIC SCALE

-40 0 20 40 80 160

(IN FEET)
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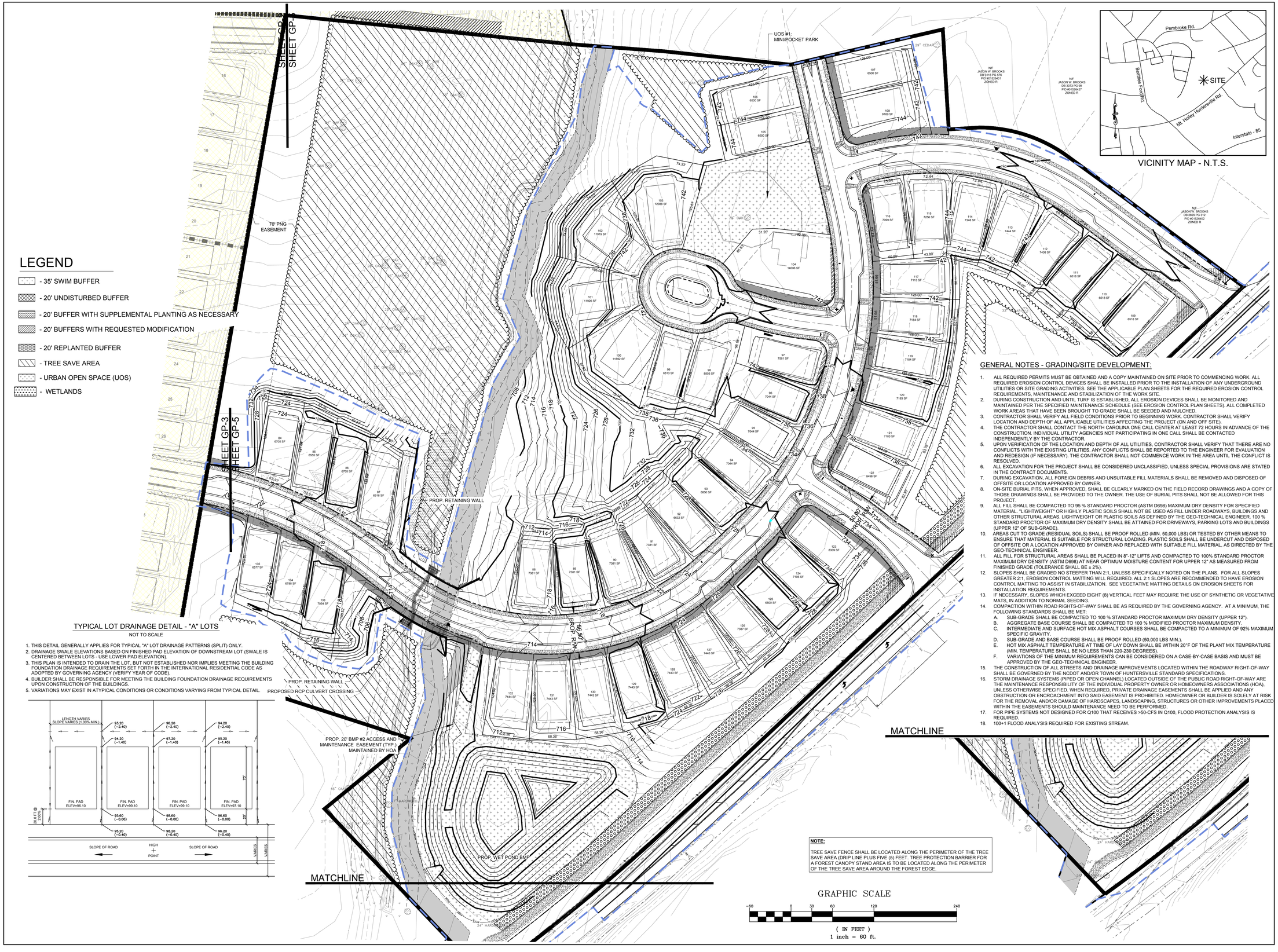
Drawing Title:

Grading Plan 3 Of 4 Petition (R25-12)

Project No.	Drawing No.
5259	GP-4
DWG File Name: 2839-Grading Plan	

LEGEND

- 35' SWIM BUFFER
- 20' UNDISTURBED BUFFER
- 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
- 20' BUFFERS WITH REQUESTED MODIFICATION
- 20' REPLANTED BUFFER
- TREE SAVE AREA
- URBAN OPEN SPACE (UOS)
- WETLANDS



TYPICAL LOT DRAINAGE DETAIL - "A" LOTS

NOT TO SCALE

1. THIS DETAIL GENERALLY APPLIES FOR TYPICAL "A" LOT DRAINAGE PATTERNS (SPLIT) ONLY.
2. DRAINAGE SWALE ELEVATIONS BASED ON FINISHED PAD ELEVATION OF DOWNSTREAM LOT (SWALE IS CENTERED BETWEEN LOTS - USE LOWER PAD ELEVATION).
3. THIS PLAN IS INTENDED TO DRAIN THE LOT, BUT NOT ESTABLISHED NOR IMPLIES MEETING THE BUILDING FOUNDATION DRAINAGE REQUIREMENTS SET FORTH IN THE INTERNATIONAL RESIDENTIAL CODE AS ADOPTED BY GOVERNING AGENCY (VERIFY YEAR OF CODE).
4. BUILDER SHALL BE RESPONSIBLE FOR MEETING THE BUILDING FOUNDATION DRAINAGE REQUIREMENTS UPON CONSTRUCTION OF THE BUILDINGS.
5. VARIATIONS MAY EXIST IN ATYPICAL CONDITIONS OR CONDITIONS VARYING FROM TYPICAL DETAIL.

VICINITY MAP - N.T.S.

GENERAL NOTES - GRADING/SITE DEVELOPMENT:

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2. DURING CONSTRUCTION AND UNTIL TURF IS ESTABLISHED, ALL EROSION DEVICES SHALL BE MONITORED AND MAINTAINED PER THE SPECIFIED MAINTENANCE SCHEDULE (SEE EROSION CONTROL PLAN SHEETS). ALL COMPLETED WORK AREAS THAT HAVE BEEN BROUGHT TO GRADE SHALL BE SEEDED AND MULCHED.
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10. AREAS CUT TO GRADE (RESIDUAL SOILS) SHALL BE PROOF ROLLED (MIN. 50,000 LBS) OR TESTED BY OTHER MEANS TO ENSURE THAT MATERIAL IS SUITABLE FOR STRUCTURAL LOADING. PLASTIC SOILS SHALL BE UNDERCUT AND DISPOSED OF OFFSITE OR A LOCATION APPROVED BY OWNER AND REPLACED WITH SUITABLE FILL MATERIAL, AS DIRECTED BY THE GEO-TECHNICAL ENGINEER.
11. ALL FILL FOR STRUCTURAL AREAS SHALL BE PLACED IN 8"-12" LIFTS AND COMPACTED TO 100% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D698) AT NEAR OPTIMUM MOISTURE CONTENT FOR UPPER 12" AS MEASURED FROM FINISHED GRADE (TOLERANCE SHALL BE ± 2%).
12. SLOPES SHALL BE GRADED NO STEEPER THAN 2:1, UNLESS SPECIFICALLY NOTED ON THE PLANS. FOR ALL SLOPES GREATER 2:1, EROSION CONTROL MATTING WILL REQUIRED. ALL 2:1 SLOPES ARE RECOMMENDED TO HAVE EROSION CONTROL MATTING TO ASSIST IN STABILIZATION. SEE VEGETATIVE MATTING DETAILS ON EROSION SHEETS FOR INSTALLATION REQUIREMENTS.
13. IF NECESSARY, SLOPES WHICH EXCEED EIGHT (8) VERTICAL FEET MAY REQUIRE THE USE OF SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO NORMAL SEEDING.
14. COMPACTION WITHIN ROAD RIGHTS-OF-WAY SHALL BE AS REQUIRED BY THE GOVERNING AGENCY. AT A MINIMUM, THE FOLLOWING STANDARDS SHALL BE MET:
    - A. SUB-GRADE SHALL BE COMPACTED TO 100 % STANDARD PROCTOR MAXIMUM DRY DENSITY (UPPER 12").
    - B. AGGREGATE BASE COURSE SHALL BE COMPACTED TO 100 % MODIFIED PROCTOR MAXIMUM DENSITY.
    - C. INTERMEDIATE AND SURFACE HOT MIX ASPHALT COURSES SHALL BE COMPACTED TO A MINIMUM OF 92% MAXIMUM SPECIFIC GRAVITY.
    - D. SUB-GRADE AND BASE COURSE SHALL BE PROOF ROLLED (50,000 LBS MIN.).
    - E. HOT MIX ASPHALT TEMPERATURE AT TIME OF LAY DOWN SHALL BE WITHIN 20°F OF THE PLANT MIX TEMPERATURE (MIN. TEMPERATURE SHALL BE NO LESS THAN 220-230 DEGREES).
    - F. VARIATIONS OF THE MINIMUM REQUIREMENTS CAN BE CONSIDERED ON A CASE-BY-CASE BASIS AND MUST BE APPROVED BY THE GEO-TECHNICAL ENGINEER.
15. THE CONSTRUCTION OF ALL STREETS AND DRAINAGE IMPROVEMENTS LOCATED WITHIN THE ROADWAY RIGHT-OF-WAY SHALL BE GOVERNED BY THE NCDOT AND/OR TOWN OF HUNTERSVILLE STANDARD SPECIFICATIONS.
16. STORM DRAINAGE SYSTEMS (PIPED OR OPEN CHANNEL) LOCATED OUTSIDE OF THE PUBLIC ROAD RIGHT-OF-WAY ARE THE MAINTENANCE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER OR HOMEOWNERS ASSOCIATIONS (HOA), UNLESS OTHERWISE SPECIFIED. WHEN REQUIRED, PRIVATE DRAINAGE EASEMENTS SHALL BE APPLIED AND ANY OBSTRUCTION OR ENCROACHMENT INTO SAID EASEMENT IS PROHIBITED. HOMEOWNER OR BUILDER IS SOLELY AT RISK FOR THE REMOVAL AND/OR DAMAGE OF HARDSCAPES, LANDSCAPING, STRUCTURES OR OTHER IMPROVEMENTS PLACED WITHIN THE EASEMENTS SHOULD MAINTENANCE NEED TO BE PERFORMED.
17. FOR PIPE SYSTEMS NOT DESIGNED FOR Q100 THAT RECEIVES >50-CFS IN Q100, FLOOD PROTECTION ANALYSIS IS REQUIRED.
18. 100+1 FLOOD ANALYSIS REQUIRED FOR EXISTING STREAM.

NOTE:

TREE SAVE FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS FIVE (5) FEET. TREE PROTECTION BARRIER FOR A FOREST CANOPY STAND AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE.

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

DATE	ISSUED FOR	REV
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Print/Plot Date: October 29, 2025	
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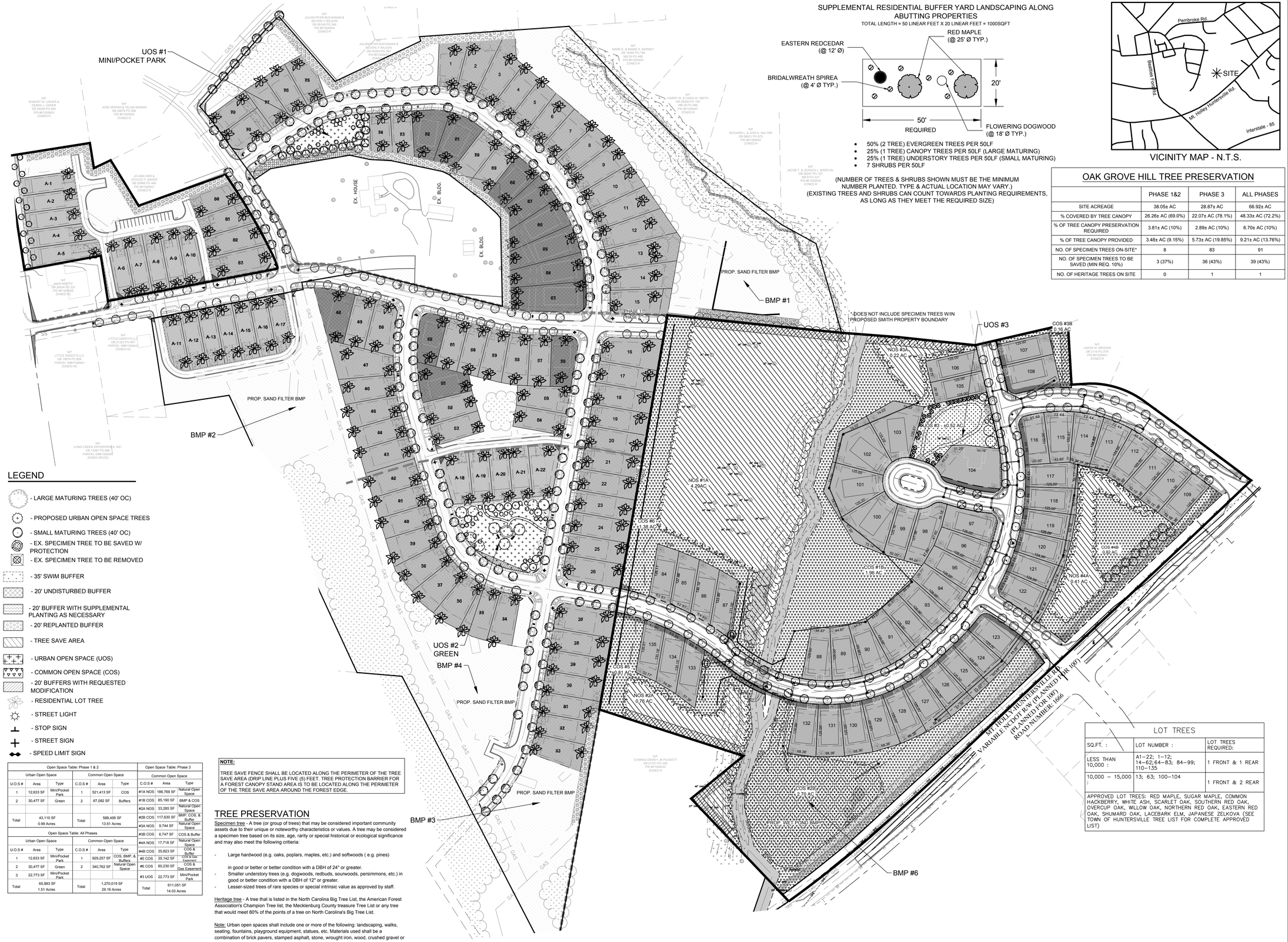
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Grading Plan 4 Of 4 Petition (R25-12)

Project No.	Drawing No.
5259	GP-5
DWG File Name: 5259_Grading	



SUPPLEMENTAL RESIDENTIAL BUFFER YARD LANDSCAPING ALONG ABUTTING PROPERTIES

TOTAL LENGTH = 50 LINEAR FEET X 20 LINEAR FEET = 1000SQFT

- 50% (2 TREE) EVERGREEN TREES PER 50LF
- 25% (1 TREE) CANOPY TREES PER 50LF (LARGE MATURING)
- 25% (1 TREE) UNDERSTORY TREES PER 50LF (SMALL MATURING)
- 7 SHRUBS PER 50LF

(NUMBER OF TREES & SHRUBS SHOWN MUST BE THE MINIMUM NUMBER PLANTED. TYPE & ACTUAL LOCATION MAY VARY.)
(EXISTING TREES AND SHRUBS CAN COUNT TOWARDS PLANTING REQUIREMENTS, AS LONG AS THEY MEET THE REQUIRED SIZE)

VICINITY MAP - N.T.S.

OAK GROVE HILL TREE PRESERVATION

	PHASE 1&2	PHASE 3	ALL PHASES
SITE ACREAGE	38.05± AC	28.87± AC	66.92± AC
% COVERED BY TREE CANOPY	26.26± AC (69.0%)	22.07± AC (78.1%)	48.33± AC (72.2%)
% OF TREE CANOPY PRESERVATION REQUIRED	3.81± AC (10%)	2.89± AC (10%)	6.70± AC (10%)
% OF TREE CANOPY PROVIDED	3.48± AC (9.15%)	5.73± AC (19.85%)	9.21± AC (13.76%)
NO. OF SPECIMEN TREES ON-SITE*	8	83	91
NO. OF SPECIMEN TREES TO BE SAVED (MIN REQ. 10%)	3 (37%)	36 (43%)	39 (43%)
NO. OF HERITAGE TREES ON SITE	0	1	1

LEGEND

- LARGE MATURING TREES (40' OC)
- PROPOSED URBAN OPEN SPACE TREES
- SMALL MATURING TREES (40' OC)
- EX. SPECIMEN TREE TO BE SAVED W/ PROTECTION
- EX. SPECIMEN TREE TO BE REMOVED
- 35' SWIM BUFFER
- 20' UNDISTURBED BUFFER
- 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
- 20' REPLANTED BUFFER
- TREE SAVE AREA
- URBAN OPEN SPACE (UOS)
- COMMON OPEN SPACE (COS)
- 20' BUFFERS WITH REQUESTED MODIFICATION
- RESIDENTIAL LOT TREE
- STREET LIGHT
- STOP SIGN
- STREET SIGN
- SPEED LIMIT SIGN

Open Space Table: Phase 1 & 2

Urban Open Space			Common Open Space		
U.O.S #	Area	Type	C.O.S #	Area	Type
1	12,633 SF	Mini/Pocket Park	1	521,413 SF	COS
2	30,477 SF	Green	2	67,082 SF	Buffers
Total	43,110 SF 0.99 Acres		Total	588,495 SF 13.51 Acres	

Open Space Table: All Phases

Urban Open Space			Common Open Space		
U.O.S #	Area	Type	C.O.S #	Area	Type
1	12,633 SF	Mini/Pocket Park	1	929,257 SF	COS, BMP, & Buffers
2	30,477 SF	Green	2	340,762 SF	Natural Open Space
3	22,773 SF	Mini/Pocket Park			
Total	65,883 SF 1.51 Acres		Total	1,270,019 SF 29.16 Acres	

Open Space Table: Phase 3

Common Open Space		
C.O.S #	Area	Type
#1A NOS	186,769 SF	Natural Open Space
#1B COS	85,190 SF	BMP & COS
#2A NOS	33,285 SF	Natural Open Space
#2B COS	117,630 SF	BMP, COS, & Buffer
#3A NOS	9,744 SF	Natural Open Space
#3B COS	6,747 SF	COS & Buffer
#4A NOS	17,718 SF	Natural Open Space
#4B COS	35,823 SF	COS & Buffer
#5 COS	35,142 SF	COS & Gas Easement
#6 COS	60,230 SF	COS & Gas Easement
#3 UOS	22,773 SF	Mini/Pocket Park
Total	611,051 SF 14.03 Acres	

NOTE:

TREE SAVE FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS FIVE (5) FEET. TREE PROTECTION BARRIER FOR A FOREST CANOPY STAND AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE.

TREE PRESERVATION

Specimen tree - A tree (or group of trees) that may be considered important community assets due to their unique or noteworthy characteristics or values. A tree may be considered a specimen tree based on its size, age, rarity or special historical or ecological significance and may also meet the following criteria:

- Large hardwood (e.g. oaks, poplars, maples, etc.) and softwoods (e.g. pines)

  in good or better or better condition with a DBH of 24" or greater.
- Smaller understory trees (e.g. dogwoods, redbuds, sourwoods, persimmons, etc.) in good or better condition with a DBH of 12" or greater.
- Lesser-sized trees of rare species or special intrinsic value as approved by staff.

Heritage tree - A tree that is listed in the North Carolina Big Tree List, the American Forest Association's Champion Tree list, the Mecklenburg County treasure Tree List or any tree that would meet 80% of the points of a tree on North Carolina's Big Tree List.

Note: Urban open spaces shall include one or more of the following: landscaping, walks, seating, fountains, playground equipment, statues, etc. Materials used shall be a combination of brick pavers, stamped asphalt, stone, wrought iron, wood, crushed gravel or stone etc.

LOT TREES

SQ.FT. :	LOT NUMBER :	LOT TREES REQUIRED:
LESS THAN 10,000 :	A1–22; 1–12; 14–62;64–83; 84–99; 110–135	1 FRONT & 1 REAR
10,000 – 15,000 :	13; 63; 100–104	1 FRONT & 2 REAR

APPROVED LOT TREES: RED MAPLE, SUGAR MAPLE, COMMON HACKBERRY, WHITE ASH, SCARLET OAK, SOUTHERN RED OAK, OVERCUP OAK, WILLOW OAK, NORTHERN RED OAK, EASTERN RED OAK, SHUMARD OAK, LACEBARK ELM, JAPANESE ZELKOVA (SEE TOWN OF HUNTERSVILLE TREE LIST FOR COMPLETE APPROVED LIST)

DATE	ISSUED FOR	REV
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Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

Carver Bowman, LLC
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HUNTERSVILLE, NC 28078
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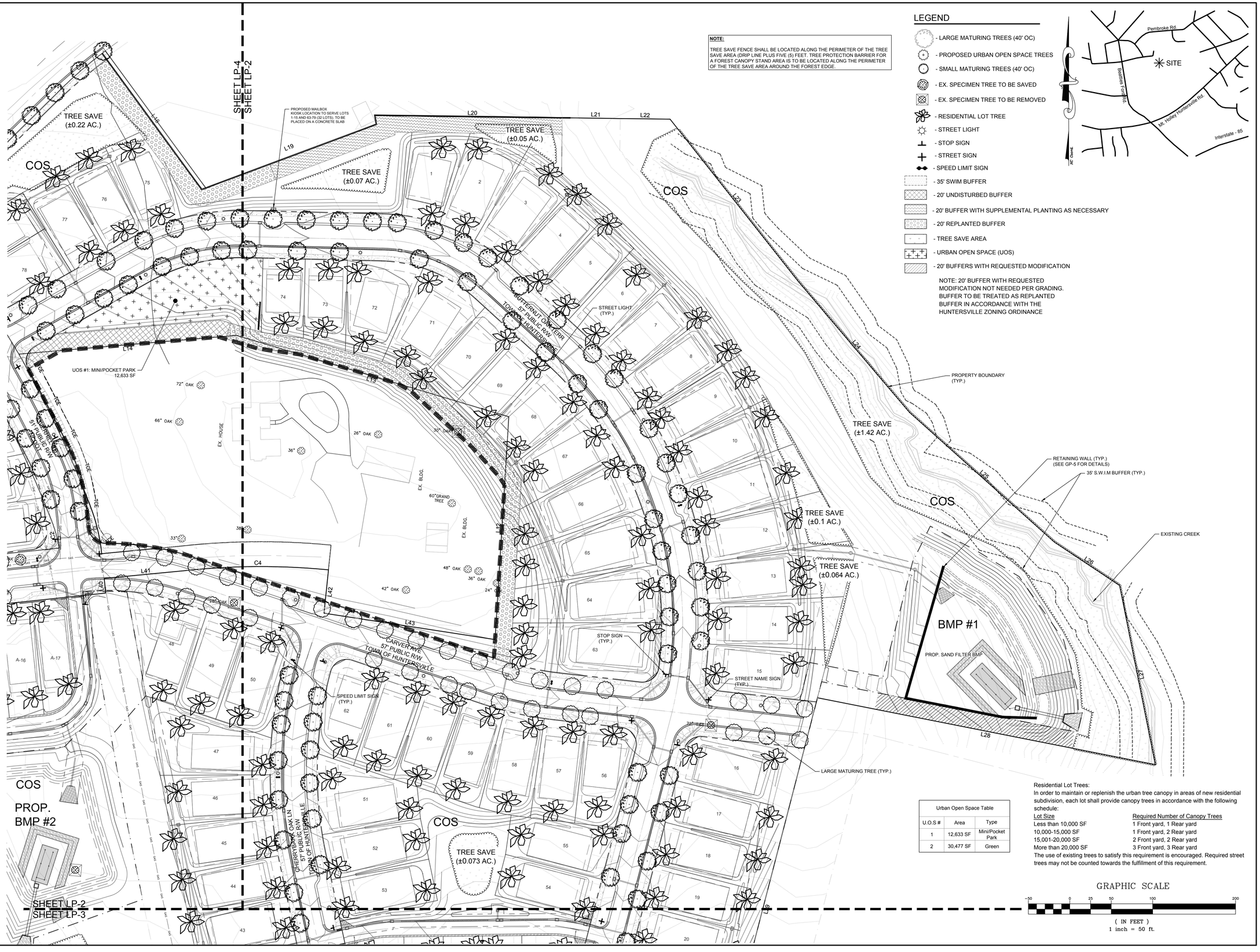
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Overall Landscape Petition (R25-12)

Project No.	Drawing No.
5259	LP-1
DWG File Name: 5259_Landscape Plan	



Urban Open Space Table		
U.O.S #	Area	Type
1	12,633 SF	Mini/Pocket Park
2	30,477 SF	Green

Residential Lot Trees:
In order to maintain or replenish the urban tree canopy in areas of new residential subdivision, each lot shall provide canopy trees in accordance with the following schedule:

Lot Size	Required Number of Canopy Trees
Less than 10,000 SF	1 Front yard, 1 Rear yard
10,000-15,000 SF	1 Front yard, 2 Rear yard
15,001-20,000 SF	2 Front yard, 2 Rear yard
More than 20,000 SF	3 Front yard, 3 Rear yard

The use of existing trees to satisfy this requirement is encouraged. Required street trees may not be counted towards the fulfillment of this requirement.

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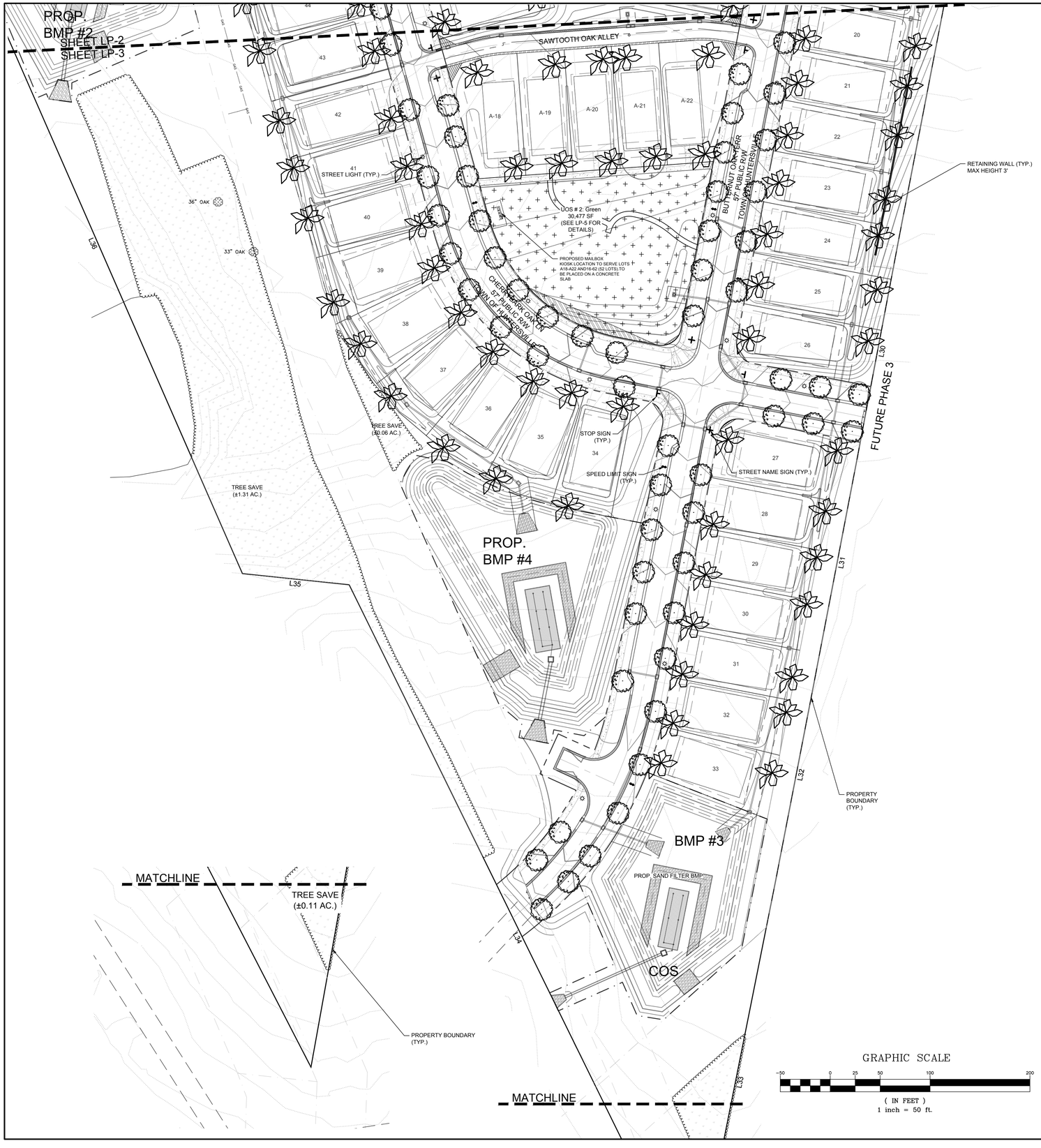
Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: DATE DRAWN	Asbuilt Date: DATE OF SURVEY

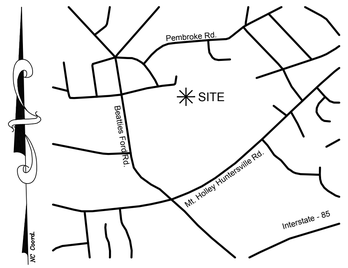
Client:
Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:
Landscape Plan 1 Of 4 Petition (R25-12)

Project No.	Drawing No.
5259	LP-2
DWG File Name: 2839-Landscape plan	





LEGEND

- LARGE MATURING TREES (40' OC)
- PROPOSED URBAN OPEN SPACE TREES
- SMALL MATURING TREES (40' OC)
- EX. SPECIMEN TREE TO BE SAVED
- EX. SPECIMEN TREE TO BE REMOVED
- RESIDENTIAL LOT TREE
- STREET LIGHT
- STOP SIGN
- STREET SIGN
- SPEED LIMIT SIGN
- 35' SWIM BUFFER
- 20' UNDISTURBED BUFFER
- 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
- 20' REPLANTED BUFFER
- TREE SAVE AREA
- URBAN OPEN SPACE (UOS)
- 20' BUFFERS WITH REQUESTED MODIFICATION

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GRAPHIC SCALE

−50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

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Project:

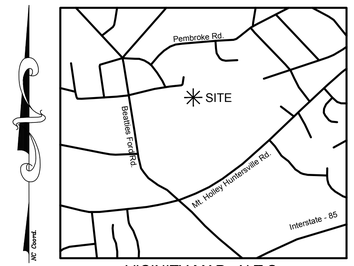
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Landscape Plan 2 Of 4
Petition (R25-12)

Project No.	Drawing No.
5259	LP-3
DWG File Name: 2839-Landscape plan	





VICINITY MAP - N.T.S.

LEGEND

- LARGE MATURING TREES (40' OC)
- PROPOSED URBAN OPEN SPACE TREES
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-50 0 25 50 100 200

(IN FEET)
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HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

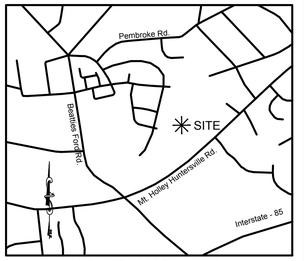
Landscape Plan 3 Of 4 Petition (R25-12)

Project No.	Drawing No.
5259	LP-4
OWG File Name: 2839-Landscape plan	

Open Space Table: Phase 1 & 2					
Urban Open Space			Common Open Space		
U.O.S #	Area	Type	C.O.S #	Area	Type
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Open Space Table: Phase 3		
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#3 UOS	22,773 SF	Mini/Pocket Park
Total	611,051 SF 14.03 Acres	

Open Space Table: All Phases					
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3	22,773 SF	Mini/Pocket Park			
Total	65,883 SF 1.51 Acres		Total	1,270,019 SF 29.16 Acres	



VICINITY MAP - N.T.S.

TREE LEGEND

TR	- Tree	GU	- Gum
EL	- Elm	MA	- Maple
BE	- Beach	PE	- Pecan
P	- Pine	WA	- Walnut
PO	- Poplar	HI	- Hickory
OA	- Oak		

LOT TREES		
SQ.FT. :	LOT NUMBER :	LOT TREES REQUIRED:
LESS THAN 10,000 :	84–99; 110–135	1 FRONT & 1 REAR
10,000 – 15,000 :	100–104	1 FRONT & 2 REAR
APPROVED LOT TREES: RED MAPLE, SUGAR MAPLE, COMMON HACKBERRY, WHITE ASH, SCARLET OAK, SOUTHERN RED OAK, OVERCUP OAK, WILLOW OAK, NORTHERN RED OAK, EASTERN RED OAK, SHUMARD OAK, LACEBARK ELM, JAPANESE ZELKOVA (SEE TOWN OF HUNTERSVILLE TREE LIST FOR COMPLETE APPROVED LIST)		



LEGEND

- 35' S.W.I.M BUFFER
- 30' POST CONSTRUCTION BUFFER
- 20' NATURAL BUFFER (1.05 ACRES TOTAL)
- URBAN OPEN SPACE
- TREE SAVE SPACE
- 82 LARGE MATURING TREES (40' OC)
- 106 RED MAPLE LOT TREES
- EXISTING SPECIMEN TREE

NOTE:

TREE SAVE FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS FIVE (5) FEET. TREE PROTECTION BARRIER FOR A FOREST CANOPY STAND AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE.

GRAPHIC SCALE

-100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LANDSCAPING NOTES (PER TOWN OF HUNTERSVILLE):

1. STREET TREES ARE REQUIRED TO BE WITHIN A MINIMUM 7-FOOT PLANTING STRIP LOCATED BETWEEN THE PROPOSED STREET AND PROPOSED SIDEWALK. PLANTING SHALL BE PROVIDED AS FOLLOWS:
   A). LARGE MATURING CANOPY TREES SHALL BE PLANTED AT A SPACING NOT TO EXCEED 40-FEET ON CENTER EXCEPT THAT SPACING MAY BE ALTERED SLIGHTLY TO ACCOMMODATE DRIVEWAYS.

   B). SMALL MATURING "CANOPY-LIKE" TREES SHALL BE PLANTED 30-FEET ON CENTER WHERE EXISTING OVERHEAD UTILITY LINES PROHIBIT THE USE OF LARGE MATURING CANOPY TREES.
2. NEW TREES SHALL BE REQUIRED WITHIN EACH RESIDENTIAL LOT. IN ORDER TO MAINTAIN OR REPLENISH THE URBAN TREE CANOPY IN AREAS OF NEW RESIDENTIAL SUBDIVISION, EACH LOT SHALL PROVIDE AN APPROVED CANOPY TREE AS LISTED ON THE TOWN OF HUNTERSVILLE TREE AND SHRUB LIST. (SEE LOT SIZE CHART THIS PAGE)
   FOR LOTS LESS THAN 10,000 SQ. FT, 1 FRONT YARD AND 1 REAR YARD CANOPY TREE SHALL BE REQUIRED.
   FOR LOTS BETWEEN 10,000 SQ. FT. AND 15,000 SQ. FT., 1 FRONT YARD AND 2 REAR YARD CANOPY TREES SHALL BE REQUIRED.
   FOR LOTS BETWEEN 15,000 SQ. FT. AND 20,000 SQ. FT., 2 FRONT YARD AND 2 REAR YARD CANOPY TREES SHALL BE REQUIRED.
   FOR LOTS MORE THAN 20,000 SQ. FT., 3 FRONT YARD AND 3 REAR YARD CANOPY TREES SHALL BE REQUIRED.
3. ALL REQUIRED PLANTINGS SHALL BE INSTALLED IN A MANNER THAT INSURES THE AVAILABILITY OF SUFFICIENT SOIL AND WATER FOR HEALTHY GROWTH AND THAT IS NOT INTRUSIVE TO ABOVEGROUND AND UNDERGROUND UTILITIES
4. ALL STREET TREES MUST BE FROM THE "TOWN OF HUNTERSVILLE TREE AND SHRUB LIST."
5. ALL TREES SHALL BE A MINIMUM OF 2-INCHES IN CALIPER AND 8-FEET IN HEIGHT AT THE TIME OF PLANTING, UNLESS OTHERWISE SPECIFIED.
6. INSTALLATION OF TREES AND SHRUBS SHALL COMPLY WITH THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL.
7. EVERY REASONABLE EFFORT SHALL BE MADE TO PROTECT AND RETAIN EXISTING TREES AND SHRUBS NOT ACTUALLY LYING IN PLANNED ROADWAYS, DRAINAGEWAYS, BUILDING FOUNDATION SITES AND CONSTRUCTION ACTIVITY AREAS. EXCEPT WHEN NECESSARY TO PROVIDE ACCESS TO A SITE OR TO INSURE THE SAFETY AND SECURITY OF PEOPLE AND PROPERTY ANY EXISTING HEALTHY TREES THAT ARE EIGHT INCHES OR GREATER IN CALIPER, LOCATED WITHIN A PUBLIC RIGHT-OF-WAY OR UNDEVELOPED REQUIRED YARD SHALL BE RETAINED UNLESS APPROVED FOR REMOVAL BY STAFF DURING PLAN REVIEW.
8. TREES SHOULD NOT BE PLANTED: WITHIN 40' OF THE CURB RETURN.
   WITHIN 10' FROM DRAINAGE STRUCTURES.
   WITHIN 40' OF RADIUS RETURN AT AN INTERSECTION.
   AT OR IN A STORM DRAINAGE EASEMENT.
   ON TOP OF STORM DRAIN LINE.
   WITHIN SIGHT DISTANCE.
9. ALL LOT TREES AS PER SECTION 7.7 (STREET TREES AND INTERNAL LANDSCAPING) OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE. EXISTING SPECIMEN TREES TO BE USED IN LIEU OF NEW PLANTINGS (AS APPROVED BY TOWN OF HUNTERSVILLE).
10. AS THE REMAINDER OF THE THOROUGHFARE IS BUILT, DOUBLE ROW OF TREES AND SIDEWALKS WILL BE REQUIRED.

DATE	ISSUED FOR	REV
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10/29/2025	Second Submittal to Town of Huntersville	1

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Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER — SEAL 051823 — DANIEL B. GATES — 10/29/2025

Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:

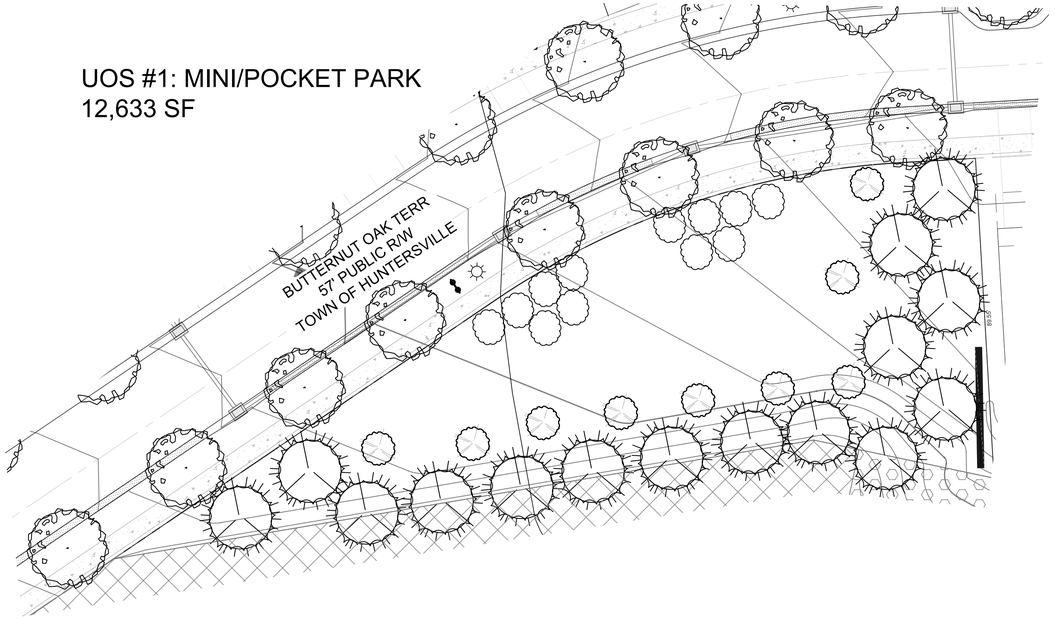
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Landscape Plan 4 Of 4 Petition (R25-12)

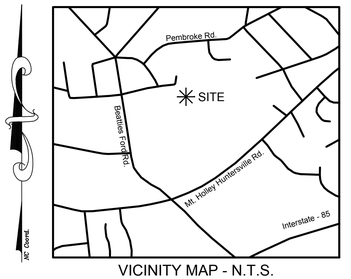
Project No.: 5259	Drawing No.: LP-5
DWG File Name: 5259_Landscape Plan	

UOS #1: MINI/POCKET PARK
12,633 SF



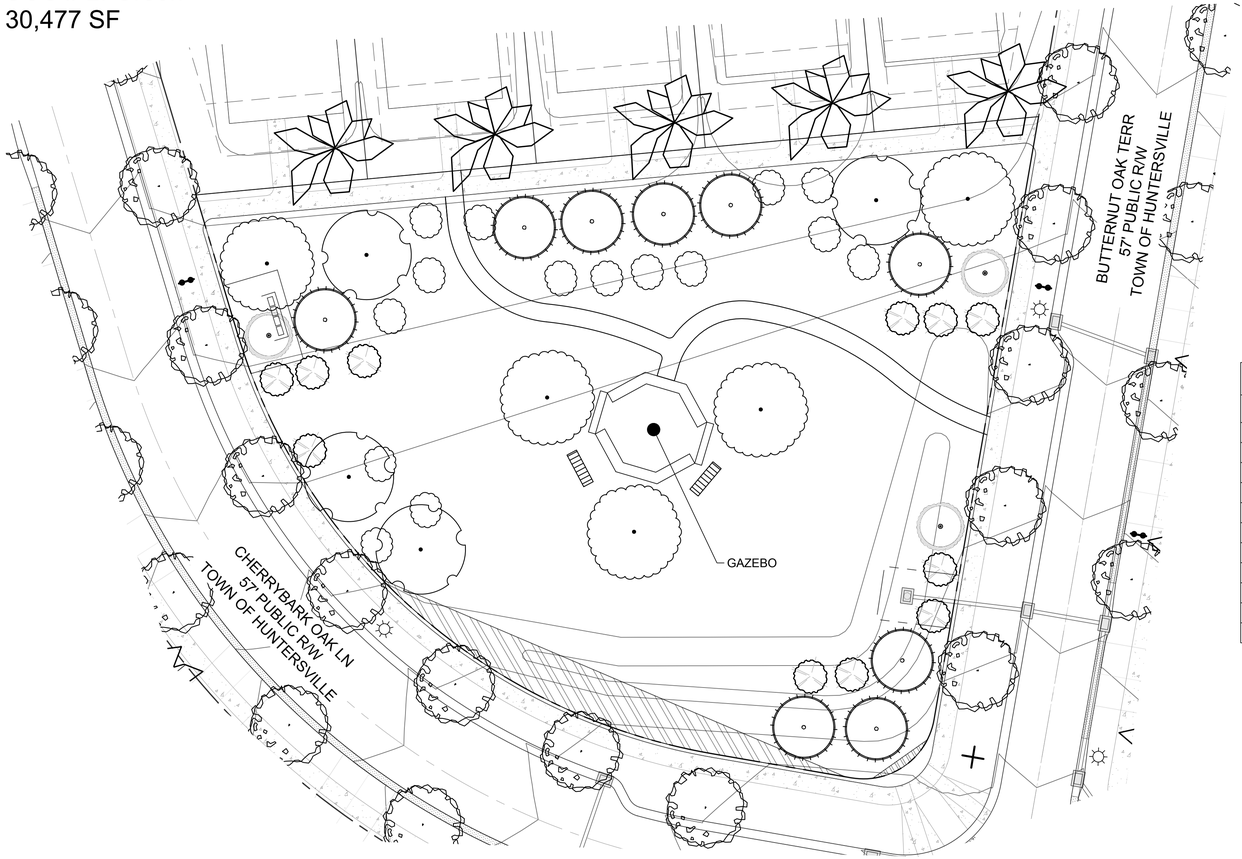

Shown with optional two tier roof, cupola, floor, flowerbox and bench/table.

GAZEBO FOR MINI/POCKET PARK



VICINITY MAP - N.T.S.

UOS # 2: Green
30,477 SF



NOTE:

TREE SAVE FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS FIVE (5) FEET. TREE PROTECTION BARRIER FOR A FOREST CANOPY STAND AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE.

UOS Totals

ITEM	UOS #1	UOS #2	UOS #3	TOTAL
LIVE OAK	0	5	1	6
NUTTALL OAK	0	4	1	5
RED CEDAR	15	0	0	15
CRYPTOMERIA	0	9	1	10
LITTLE GEM MAGNOLIA	0	3	4	7
WAX MYRTLE	9	11	26	46
LOROPETALUM	12	15	4	31
PARK BENCH	0	3	0	3
GAZEBO	1	0	0	1
MONUMENT	0	0	1	1
TRELLIS/ARBOR	0	0	2	2

LEGEND

- RESIDENTIAL LOT TREE
- LARGE MATURING TREES (40' OC)
- -LIVE OAK
- -NUTTALL OAK
- -RED CEDAR
- -CRYPTOMERIA
- -LITTLE GEM MAGNOLIA
- -WAX MYRTLE
- -LOROPETALUM
- PARK BENCH
- STREET LIGHT
- STOP SIGN
- STREET SIGN
- SPEED LIMIT SIGN

Urban Open Space Table		
U.O.S #	Area	Type
1	12,633 SF	Mini/Pocket Park
2	30,477 SF	Green

GRAPHIC SCALE

-20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

DATE	ISSUED FOR	REV
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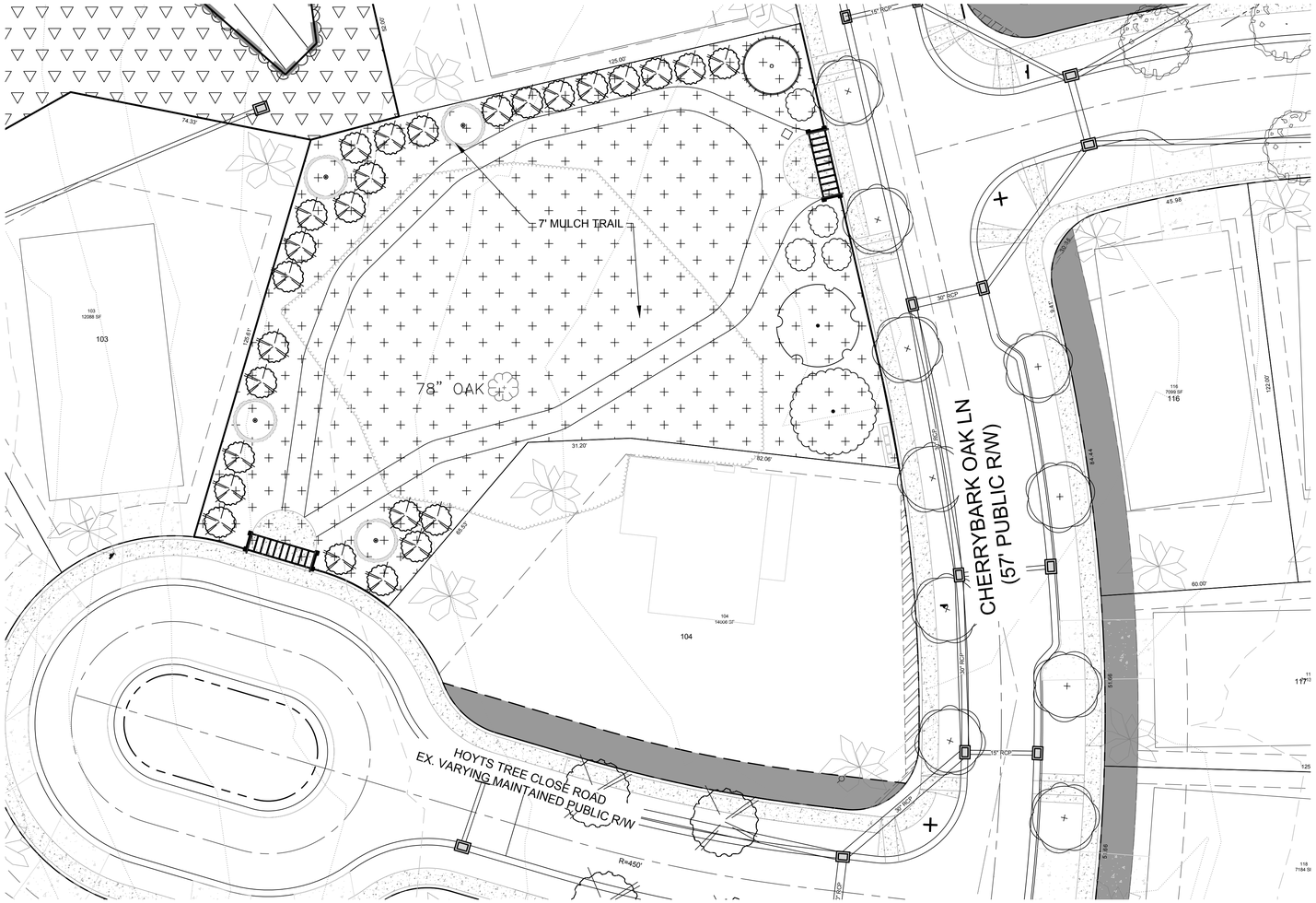
Project:

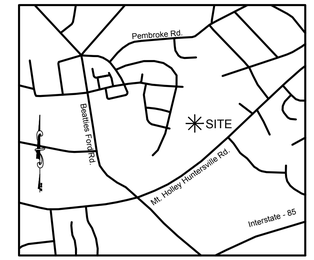
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Urban Open Space Design 1 Of 2 Petition (R25-12)

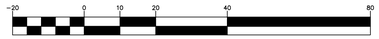
Project No.: 5259	Drawing No.: LP-6
DWG File Name: 2839-Landscape plan	





VICINITY MAP - N.T.S.

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

LEGEND

- RESIDENTIAL LOT TREE
- LARGE MATURING TREES (40' OC)
-LIVE OAK
-NUTTALL OAK
-RED CEDAR
-CRYPTOMERIA
-LITTLE GEM MAGNOLIA
-WAX MYRTLE
-LOROPETALUM
- PARK BENCH
- STREET LIGHT
- STOP SIGN
- STREET SIGN
- SPEED LIMIT SIGN
- MONUMENT
- TRELLIS/ARBOR

Open Space Table: Phase 1 & 2					
Urban Open Space			Common Open Space		
U.O.S #	Area	Type	C.O.S #	Area	Type
1	12,633 SF	Mini/Pocket Park	1	521,413 SF	COS
2	30,477 SF	Green	2	67,082 SF	Buffers
Total	43,110 SF 0.99 Acres		Total	588,495 SF 13.51 Acres	

Open Space Table: All Phases					
Urban Open Space			Common Open Space		
U.O.S #	Area	Type	C.O.S #	Area	Type
1	12,633 SF	Mini/Pocket Park	1	929,257 SF	COS, BMP, & Buffers, Natural Open Space
2	30,477 SF	Green	2	340,762 SF	
3	22,773 SF	Mini/Pocket Park			
Total	65,883 SF 1.51 Acres		Total	1,270,019 SF 29.16 Acres	

Open Space Table: Phase 3		
Common Open Space		
C.O.S #	Area	Type
#1A NOS	186,769 SF	Natural Open Space
#1B COS	85,190 SF	BMP & COS
#2A NOS	33,285 SF	Natural Open Space
#2B COS	117,630 SF	BMP, COS, & Buffer
#3A NOS	9,744 SF	Natural Open Space
#3B COS	6,747 SF	COS & Buffer
#4A NOS	17,718 SF	Natural Open Space
#4B COS	35,823 SF	COS & Buffer
#5 COS	35,142 SF	COS & Gas Easement
#6 COS	60,230 SF	COS & Gas Easement
#3 UOS	22,773 SF	Mini/Pocket Park
Total	611,051 SF 14.03 Acres	

NOTE:

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SEATING BENCH
PROVISION OF SEATING BENCH UNDER/NEAR ARBOR/PERGOLA AND MAY CONSIST OF THE FOLLOWING MATERIALS:

- TREATED WOOD/TIMBERS
- ALUMINUM OR CAST IRON/STEEL
- COMPOSITE MATERIALS
- DURABLE PLASTICS

UOS Totals

ITEM	UOS #1	UOS #2	UOS #3	TOTAL
LIVE OAK	0	5	1	6
NUTTALL OAK	0	4	1	5
RED CEDAR	15	0	0	15
CRYPTOMERIA	0	9	1	10
LITTLE GEM MAGNOLIA	0	3	4	7
WAX MYRTLE	9	11	26	46
LOROPETALUM	12	15	4	31
PARK BENCH	0	3	0	3
GAZEBO	1	0	0	1
MONUMENT	0	0	1	1
TRELLIS/ARBOR	0	0	2	2

TRELLIS/PERGOLA FOR POCKET PARK



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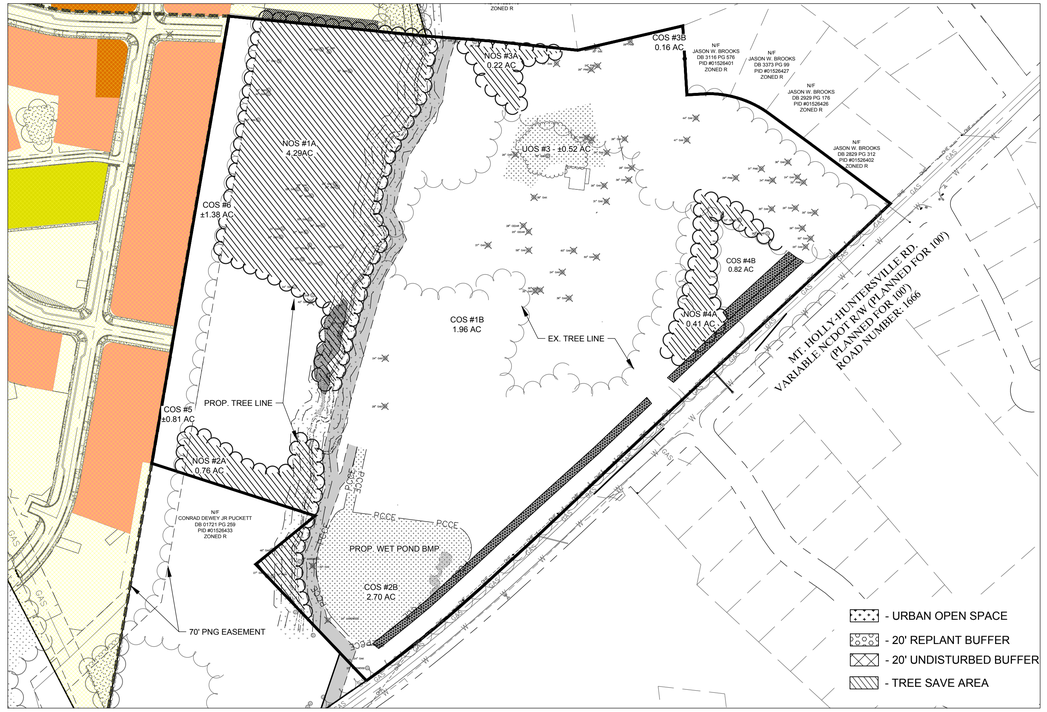
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

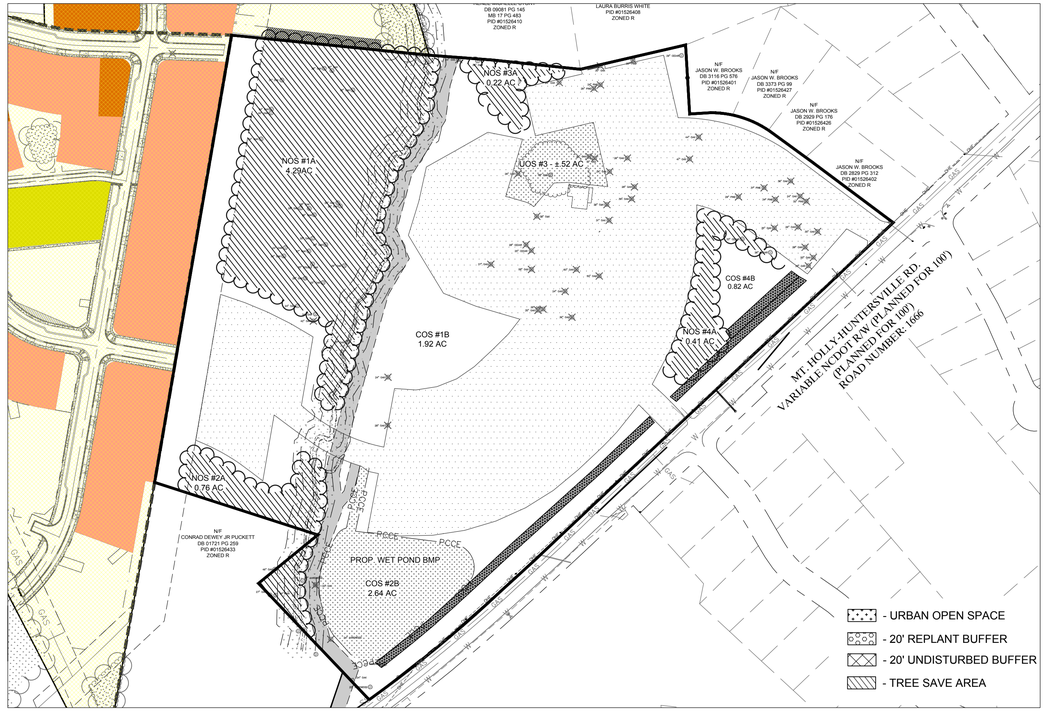
Urban Open Space Design 2 Of 2 Petition (R25-12)

Project No.	Drawing No.
5259	LP-7
DWG File Name: 5259_Landscape Plan	



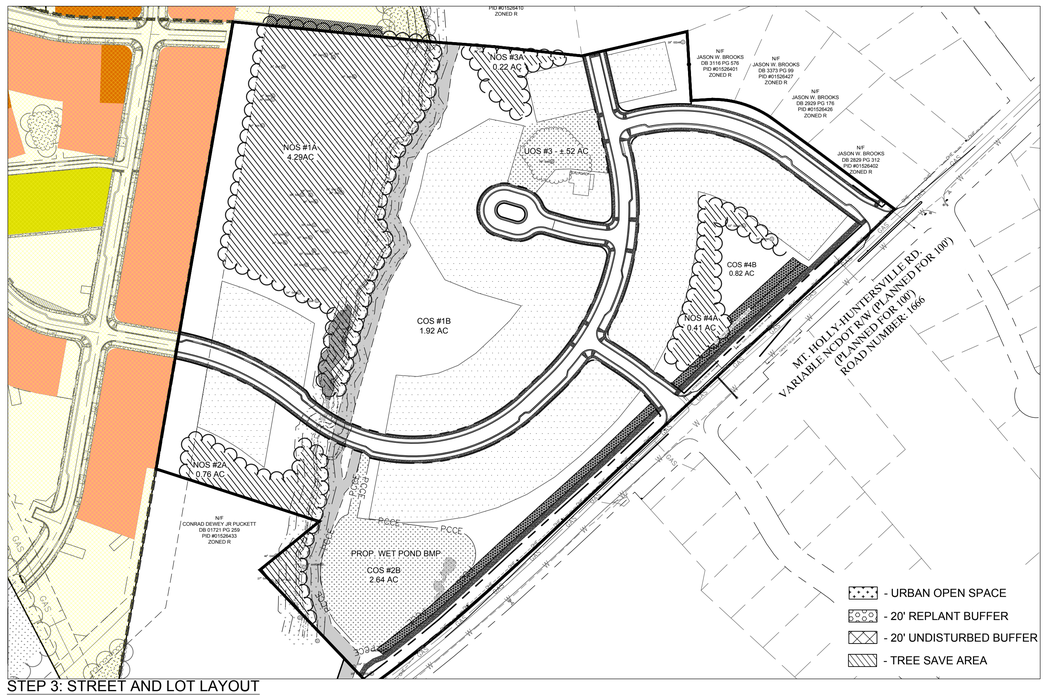
STEP 1: IDENTIFY OPEN SPACE

THE HATCHED AREAS REPRESENT THE OPEN SPACE. THE PROPOSED OPEN SPACE AREAS WILL CONTAIN CREEKS/STREAMS, STEEP SLOPES, NATURAL HARDWOODS, SPECIMEN TREES, OR REQUIRED LANDSCAPE BUFFER AREAS. AS MUCH OF THE OPEN SPACE IN THE EAST AND WEST PORTION OF THE SITE IS POTENTIAL OPEN SPACE.



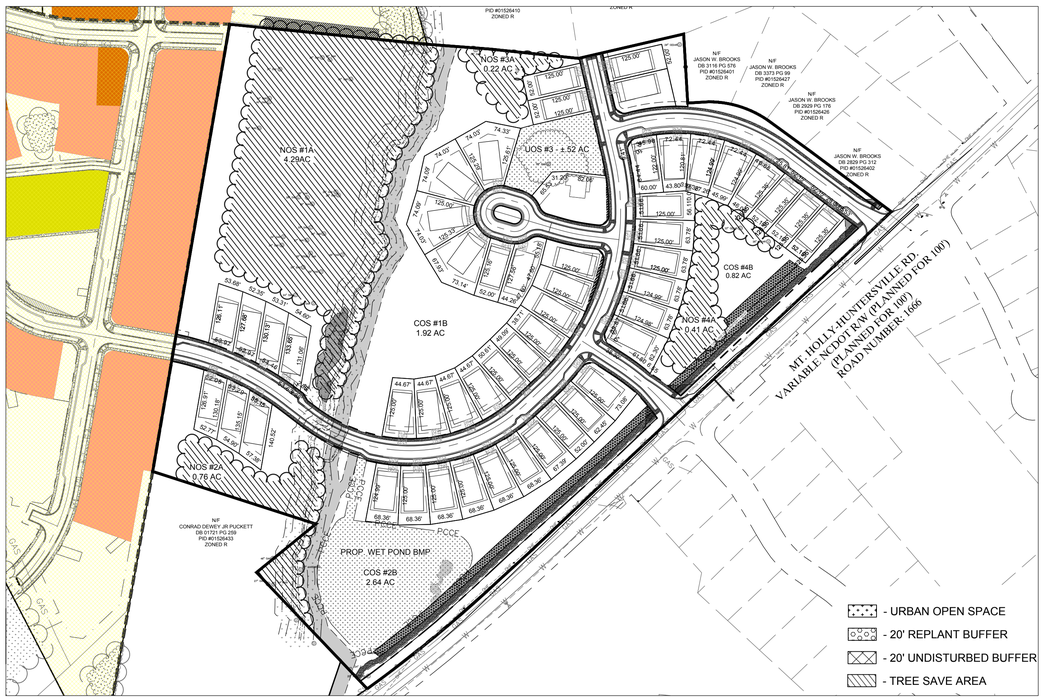
STEP 2: LOCATION OF HOUSE SITES

THE AREAS IDENTIFIED AS HOUSE SITES ARE LARGE, OPEN AREAS, THE HOUSE SITES AVOID THE STEEP SLOPES AND ARE PLACED ON GOOD TERRAIN. IN SOME AREAS, THE HOUSE SITES ARE PLACED WHERE THERE IS SOME EXISTING HARDWOOD TREES.



STEP 3: STREET AND LOT LAYOUT

BASED ON THE PREVIOUS TWO STEPS, A GENERAL ROAD AND LOT LAYOUT WAS CREATED. THE RESIDENTIAL ENTRY ROAD ENTERS FROM MT HOLLY-HUNTERSVILLE ROAD AT TWO POINTS AND LOOPS THROUGH THE MIDDLE OF THE SITE AND ATTACHES AS AN EXTENSION TO ANOTHER RESIDENTIAL SITE. THE LOCATION OF THE ENTRY ROADS WERE CHOSEN BASED ON THE VAST FIELD AREA AND MINIMAL SLOPING TOPOGRAPHY AND WITH THE PRESERVATION OF EXISTING TREES IN MIND. THE LOTS WERE LAID OUT TO AVOID THE EXISTING STREAMS, AND TOPOGRAPHY. BY USING THIS APPROACH, THE LOTS ARE PROPOSED ON THE MOST SUITABLE BUILDING SITES. THE STREAMS WILL NOT BE DISTURBED.



STEP 4: DRAWING LOT LINES

WE WERE ABLE TO CREATE 57 LOTS WITHIN THE BUILDABLE AREA. THE LOTS RANGE IN SIZE (NO SMALLER THAN 51' WIDE). THE LOTS LINES WERE DRAWN PERPENDICULAR TO THE ROADWAY THEY MEET TO ALLOW FOR VISUAL AESTHETICS WHEN DRIVING DOWN THE ROADS. THE VARYING LOT SIZES ALLOW FOR VISUAL APPEAL AND A LESS UNIFORM LOOKING RESIDENTIAL AREA.

DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
10/29/2025	Second Submittal to Town of Huntersville	1

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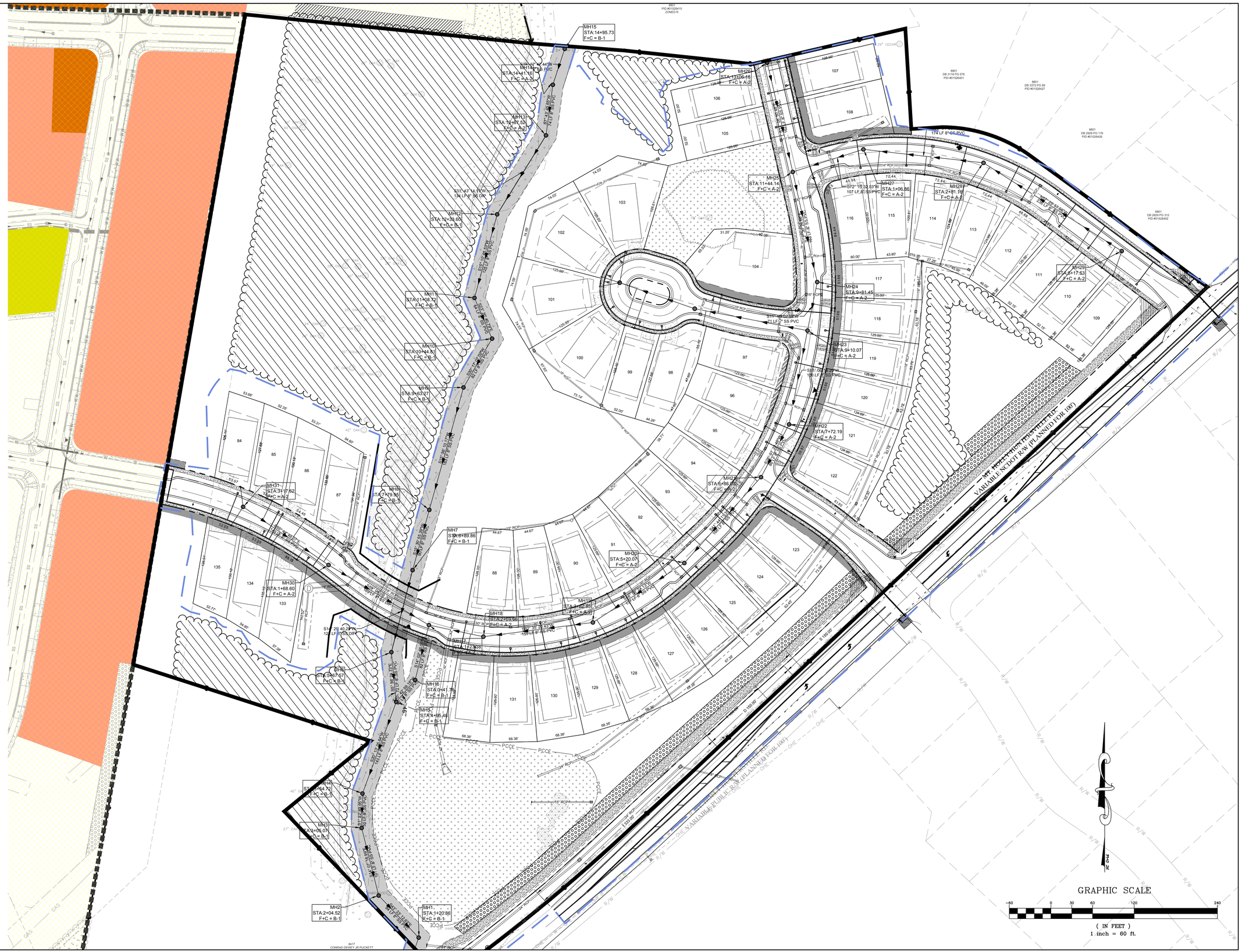
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Four Step Process Petition (R25-12)

Project No.	Drawing No.
5259	LP-8
DWG File Name: 5259_Four Step Process	



DATE	ISSUED FOR	REV
09/02/2025	Pre Submittal to Town of Huntersville	0
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Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: DATE DRAWN	Asbuilt Date: DATE OF SURVEY

Client:
Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:
Utility Plan Petition (R25-12)

Project No.	Drawing No.
5259	UT-1
DWG File Name: 5259_Utilities1	

OAK GROVE HILL NEIGHBORHOOD MEETING MINUTES

The meeting held on October 22, 2025, began at 6:00 pm at the Huntersville Cultural Arts Center, 109 S. Old Statesville Road.

In attendance were Lauren Speit, Senior Planner (Town of Huntersville, and Jason Earnhardt and Nate Bowman (Bowman Development Group). There was no public in attendance.

Notifications were sent on October 8, 2025. Letter, maps, and mailing list are attached to these minutes.

BOWMAN DEVELOPMENT GROUP

To: Adjoining Property Owners of Oak Grove Hill
From: Whitney Hodges, Bowman Development Group
Date: October 8, 2025
RE: Oak Grove Hill Revisions (2025)

You are invited to attend a neighborhood meeting on Wednesday, October 22, at 6 pm at the Huntersville Arts Center (109 S. Old Statesville Road, Huntersville, NC 28078). The current plan was approved on March 20, 2023. The proposed revision removes one stream crossing. This removal creates minor changes to the overall lot layout.

Enclosed is the proposed revision. If you have any additional questions, contact me at 704-929-8396 or whitneynhodges@gmail.com.

The Arts and Cultural Center, 109 S. Old Statesville Road, is located across the street from Town Center. Some parking is provided behind the building, and ample parking is located at Town Center.

CONSTRAINING FEATURES: PHASE 3	
ZONING:	NR
ACREAGE:	28.87± ACRES
SWIM BUFFER	0.76± ACRES
SLOPE ANALYSIS: (% OF SITE AREA)	
0% - 10% 10% - 15% 15% - 25% 25% - 100%	18.04 ACRES (62.35%) 5.38 ACRES (18.64%) 4.56 ACRES (15.76%) 0.29 ACRES (1.00%)

TREE PRESERVATION	
ZONING:	NR (CD)
ACREAGE:	±28.87 ACRES
COVERED BY TREE CANOPY: 78.1%	±22.07 ACRES
TREE CANOPY PRESERVATION REQUIRED: 10%	±2.89 ACRES
TREE CANOPY PRESERVATION PROVIDED: 13.09%	±3.78 ACRES
NO. OF SPECIMEN TREES ON-SITE:	83
NO. OF SPECIMEN TREES SAVED:(Min. Req. 10%)	30 (Provided 36%)
NO. OF HERITAGE TREES ON-SITE:	1
NO. OF HERITAGE TREES SAVED:	1 (Provided 100%)

TREE PRESERVATION

SPECIMEN TREE - A TREE (OR GROUP OF TREES) THAT MAY BE CONSIDERED IMPORTANT COMMUNITY ASSETS DUE TO THEIR UNIQUE OR NOTEWORTHY CHARACTERISTICS OR VALUES. A TREE MAY BE CONSIDERED A SPECIMEN TREE BASED ON ITS SIZE, AGE, RARITY OR SPECIAL HISTORICAL OR ECOLOGICAL SIGNIFICANCE AND MAY ALSO MEET THE FOLLOWING CRITERIA:

- LARGE HARDWOOD (E.G. OAKS, POPLARS, MAPLES, ETC.) AND SOFTWOODS (E.G. PINES) IN GOOD OR BETTER OR BETTER CONDITION WITH A DBH OF 24" OR GREATER.
- SMALLER UNDERSTORY TREES (E.G. DOGWOODS, REDBUDS, SOURWOODS, PERSIMMONS, ETC.) IN GOOD OR BETTER CONDITION WITH A DBH OF 12" OR GREATER.
- LESSER-SIZED TREES OF RARE SPECIES OR SPECIAL INTRINSIC VALUE AS APPROVED BY STAFF.

HERITAGE TREE - A TREE THAT IS LISTED IN THE NORTH CAROLINA BIG TREE LIST, THE AMERICAN FOREST ASSOCIATION'S CHAMPION TREE LIST, THE MECKLENBURG COUNTY TREASURE TREE LIST OR ANY TREE THAT WOULD MEET 80% OF THE POINTS OF A TREE ON NORTH CAROLINA'S BIG TREE LIST.

NOTE: URBAN OPEN SPACES SHALL INCLUDE ONE OR MORE OF THE FOLLOWING: LANDSCAPING, WALKS, SEATING, FOUNTAINS, PLAYGROUND EQUIPMENT, STATUES, ETC. MATERIALS USED SHALL BE A COMBINATION OF BRICK PAVERS, STAMPED ASPHALT, STONE, WROUGHT IRON, WOOD, CRUSHED GRAVEL OR STONE ETC.

Soil Hydrologic Groups: (% of site area)	
ZONING:	NR (CD)
ACREAGE:	28.87± ACRES
Group A	0
Group B	24.8± ACRES(85.90%)
Group C	4.07± ACRES (14.10%)
Group D	0± ACRES (0%)
Group B/D	0± ACRES (0%)

ROAD NAME LENGTH

CHARLEMONT RD =	279 LF
DEWEY PUCKETT RD =	663 LF
CARVER AVE =	2,665 LF
CHERRYBARK OAK LN =	2,174 LF

ROAD BLOCK LENGTHS

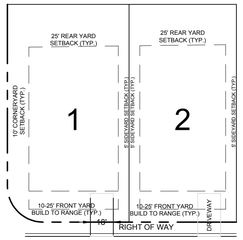
BL 13 1160'	BL 16 665'	BL 19 155'	
BL 14 439'	BL 17 228'	BL 20 285'	
BL 15 279'	BL 18 231'		

IN MAJOR SUBDIVISIONS THE DIMENSION OF BLACKS MAY NOT EXCEED 800 LINEAR FEET BETWEEN CROSS STREETS.

Huntersville General Notes:

1. All development and construction shall comply with all zoning and subdivision standards of the Town of Huntersville, Mecklenburg County, and NCDOT, as applicable.
2. This property may be subject to any easements and/or right-of-way of record.
3. All areas designated as common and/or urban open space shall be owned and maintained by the homeowners association and dedicated for perpetuity.
4. Access (ingress/egress) location and design shown on this sketch plan area subject to achieving vertical and horizontal sight distances, turn lane improvements (including) right-of way) and intersection with adjacent and opposing access points. Modifications to plan may result.
5. Large maturing trees will be planted 40' O/C within the required planting strip along all streets. Small maturing trees are to be used where overhead power lines exist.
6. Garbage pick-up shall be via roll-out trash and mail delivery shall be to mail kiosks.
7. Direct access from lots to a thoroughfare is prohibited.
8. Lots subject to flooding should not be established in subdivisions except as provided in Section 7.280 (if applicable).
9. Any construction or use within the areas delineated by floodway fringe district boundary line and floodway district encroachment line is subject to the restrictions imposed by floodway regulation.

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
84	6704.61	104	14006.14	134	6788.35
85	6554.58	105	6500.00	135	6577.14
86	6705.10	106	6500.00		
87	6915.74	107	6500.00		
88	7381.03	108	6500.00		
89	7381.03	109	6518.32		
90	7381.03	110	6518.32		
91	7381.03	111	6518.32		
92	6632.41	112	7438.49		
93	6850.39	113	7443.85		
94	7043.95	114	7348.42		
95	7043.95	115	7255.65		
96	7043.95	116	7099.37		
97	7580.61	117	7113.11		
98	8503.48	118	7183.97		
99	6512.79	119	7183.77		
100	11691.55	120	7183.46		
101	11926.40	121	7183.04		
102	11918.58	122	8495.72		
103	12087.88	133	7054.41		

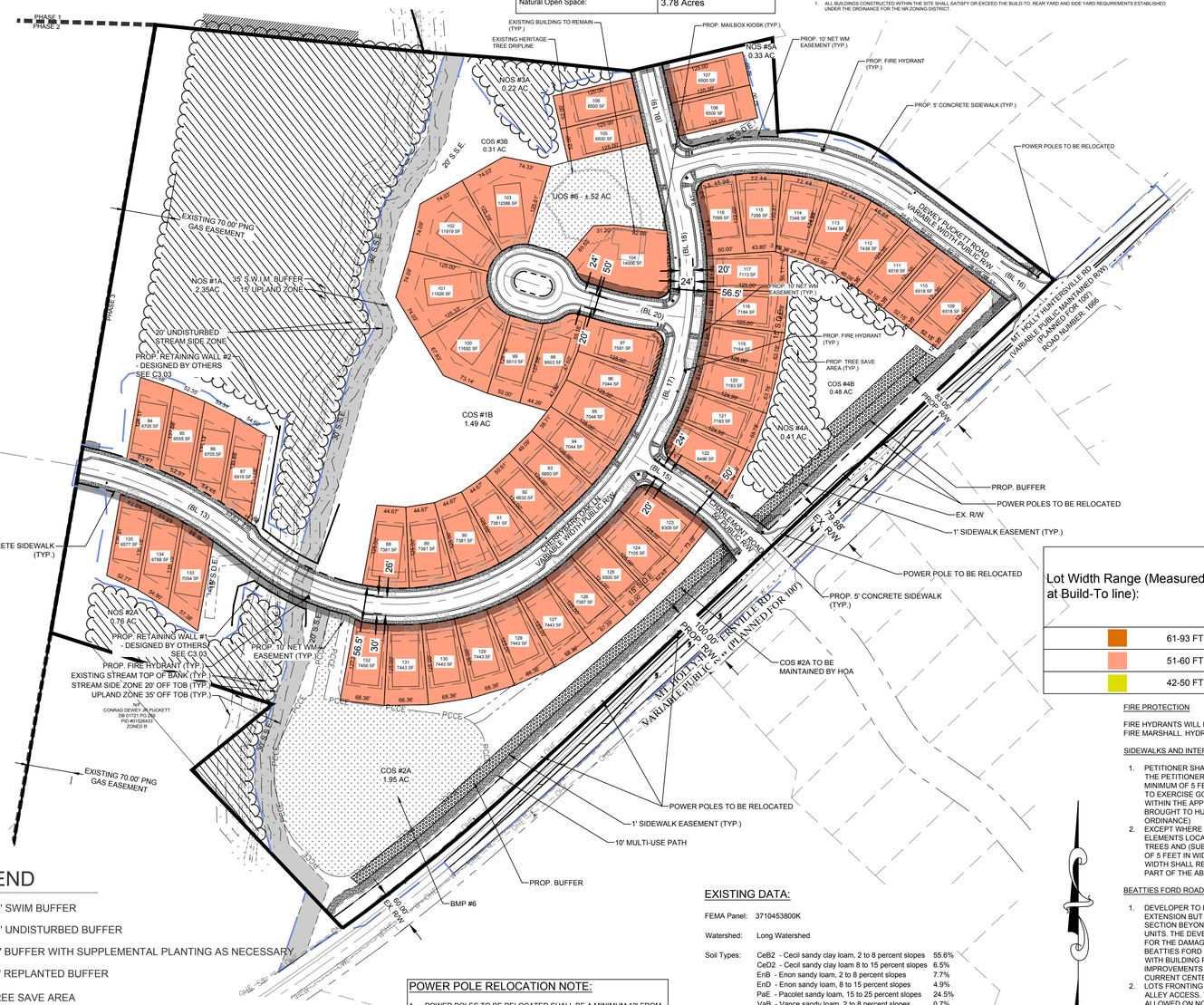


LOT SETBACKS

- For lots wider than 60 feet, driveways shall be no more than 20 feet wide as measured along the public street right-of-way for a detached house and two-unit attached house type. For three or more unit attached house types, driveway width shall not occupy more than 50% of the public street front of a lot as measured along the public street right-of-way.

Site Plan Data Table: Phase 3	
PRINCIPAL USES:	RESIDENTIAL SINGLE FAMILY HOMES
BUILDING TYPE	DETACHED HOUSE
SETBACK:	
PRINCIPLE USE: RESIDENTIAL SINGLE FAMILY HOMES	SINGLE FAMILY: FRONT: 15-25 FT. SIDE: 5 FT. CORNER: 10 FT. REAR: 25 FT.
Minimum Lot Width:	SINGLE FAMILY: 51 FT.
Lot Width Range:	
60.1-70 FT.	SINGLE FAMILY: 0
51-60.1 FT.	SINGLE FAMILY: 56
Lot Size Range:	
5,000 SQ. FT. - 6,500 SQ. FT. 6,500 SQ. FT. - 13,500 SQ. FT.	SF: 0 Lots 56 Lots
Watershed District:	Long Creek

Development Information: Phase 3	
Project Name:	Oak Grove Hill Rezoning Plan Huntersville, NC (Mecklenberg County)
Developer:	Bowman Bayard Bradford, LLC 13815 Cinnabar Place Huntersville, NC 28078
Tax I.D.:	01526456, 01526432, 01526450, 01526455, 01526428, 01526429, 01526431
Property Owners of Record	Carver Bowman LLC, Hoyt Hamilton, Pamela Hamilton, Carol Hamilton
Zoning:	NR(CD) R22-05
Watershed District	Long Creek
LOW/HIGH DENSITY:	High (>12% BUA; LID Required)
Acreage:	28.87± ACRES ≈ 1,257,577 SF
Impervious Area Allowed:	8.66 AC. (30.00%)
Impervious Area Shown:	8.18 AC. (28.33%)
Total Disturbed Area:	23.96± AC. (82.99%)
River Basin:	Upper Catawba/ Western Catawba
Stream Classification:	Perennial stream
Building Type (Lot Count):	Detached House (57 Lots)
Common Open Space:	4.90 Acres
Natural Open Space:	3.78 Acres



LEGEND

- - 35' SWIM BUFFER
- - 20' UNDISTURBED BUFFER
- - 20' BUFFER WITH SUPPLEMENTAL PLANTING AS NECESSARY
- - 20' REPLANTED BUFFER
- - TREE SAVE AREA
- - URBAN OPEN SPACE (UOS)
- - 20' BUFFERS WITH REQUESTED MODIFICATION
- - WETLAND BUFFER
- - EXISTING RIGHT OF WAY (R/W)

POWER POLE RELOCATION NOTE:

1. POWER POLES TO BE RELOCATED SHALL BE A MINIMUM 12' FROM THE PROPOSED EOP.
2. ENSURE THE POWER POLE RELOCATION DOES NOT INTERFERE WITH PROPOSED LANDSCAPE BUFFER.

NOTE:
- Refer to C3.00 - Overall Grading Plans for final grading.

EXISTING DATA:

FEMA Panel: 3710453800K

Watershed: Long Watershed

Soil Types:

CeB2	Cecil sandy clay loam, 2 to 8 percent slopes	55.6%
CeD2	Cecil sandy clay loam 8 to 15 percent slopes	6.5%
EnB	Enon sandy loam, 2 to 8 percent slopes	7.7%
EnD	Enon sandy loam, 8 to 15 percent slopes	4.9%
PaE	Pacolet sandy loam, 15 to 25 percent slopes	24.5%
VaB	Vance sandy loam, 2 to 8 percent slopes	0.7%

TREE SPECIES:

PN	PINE TREE
SG	SWEETGUM
TP	TUPLIP POPLAR
WO	WILLOW OAK

Huntersville General Notes:

1. BL-13 length extension variance request.
2. All development and construction shall comply with all zoning and subdivision standards of the Town of Huntersville, Mecklenburg County, and NCDOT, as applicable.
3. This property may be subject to any easements and/or right-of-way of record.
4. All areas designated as common and/or urban open space shall be owned and maintained by the homeowners association and dedicated for perpetuity.
5. Access (ingress/egress) location and design shown on this sketch plan area subject to achieving vertical and horizontal sight distances, turn lane improvements (including) right-of way) and intersection with adjacent and opposing access points. Modifications to plan may result.
6. Large maturing trees will be planted 40' O/C within the required planting strip along all streets. Small maturing trees are to be used where overhead power lines exist.
7. Small maturing trees are to be used where overhead power lines exist.
8. The proposed method for providing potable water & sanitary sewer shall be provided by charlotte water via connected waterlines & sewer lines.
9. Garbage pick-up shall be via roll-out trash and mail delivery shall be to mail kiosks.
10. Direct access from lots to a thoroughfare is prohibited.
11. Lots subject to flooding should not be established in subdivisions except as provided in Section 7.280 (if applicable).
12. Any construction or use within the areas delineated by floodway fringe district boundary line and floodway district encroachment line is subject to the restrictions imposed by floodway regulation.

8.16 Standards For Residential Lot Widths, Alleys, Garages And Parking In Residential Districts

1. Except as specifically provided in the Rural and Transitional districts, detached house types and two-unit attached house types shall be required to have a lot width greater than 50 feet. Developers shall have the option to provide lots widths 50 feet wide or less when alley access allowing on-site parking is provided for detached house types and two-unit attached house types. Further, developers shall also have the option to apply for a conditional district rezoning to create lot widths of 50 feet wide or less without an alley provided it can demonstrated the development can accommodate on-street parking, meet all the provisions of the Zoning Ordinance including installation of street trees, and demonstrate public services such as trash pick-up can be provided.
2. Alley access for on-site parking is strongly encouraged for three-unit or more attached house types.
3. For lots 60 feet wide or less, driveways shall be no more than 14 feet wide as measured along the public street right-of-way for a detached house and two-unit attached house type. For lots wider than 60 feet, driveways shall be no more than 20 feet wide as measured along the public street right-of-way for a detached house and two-unit attached house types. For three or more unit attached house types, driveway width shall not occupy more than 50% of the public street front of a lot as measured along the public street right-of-way.
4. Driveways shall extend at least twenty (20) feet from a public right-of-way and public sidewalk easement to prevent on-site residential parking from encroaching into the public right-of-way or easement for a public sidewalk.

12.2-1 General Definitions

Build-to line: A line extending through a lot which is generally parallel to the front property line and marks the location from which the principle vertical plane of the front building elevation, exclusive of porches, bay windows and similar appurtenances, must be erected; intended to create an even building façade line on a street. The build-to line is established on the record plat (final plat).

ZONING CONDITIONAL NOTES

GENERAL NOTES:

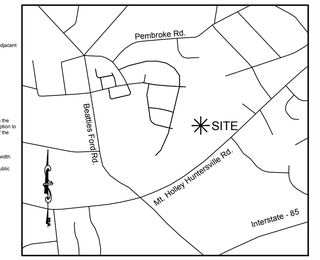
1. BOUNDARY SURVEY PROVIDED BY RJH & ASSOCIATES, CHARLOTTE, NC., DATED: 06/15/2018
2. ADJACENT PARCEL & INFORMATION PROVIDED BY 2018 MECKLENBURG COUNTY FIELD DATA
3. PORTIONS OF ADJACENT PROPERTY (PID #01526460) WITHIN NEW RIGHT OF WAY OF CARVER AVENUE SHALL BE ACQUIRED BY THE DEVELOPER, INCLUDED IN THE ANNEXATION PARTITION, AND TURNED OVER TO THE TOWN FOR MAINTENANCE. IF EVENTS DO NOT ALLOW CARVER AVENUE TO BE TAKEN OVER BY THE TOWN, PLANS MUST BE REVISED TO REMOVE ON STREET PARKING AND MEET NCDOT LANE WIDTH STANDARDS.
4. ENTIRE SITE WILL BE ANNEXED INTO THE TOWN OF HUNTERSVILLE UPON PLAN APPROVAL. ADDITIONALLY, PARCEL #01526460 WILL BE INCLUDED IN THE ANNEXATION PETITION TO PREVENT THE CREATION OF AN UN-ANNEXED ISLAND.

BUFFERS

1. BUFFER AREAS ESTABLISHED IN THESE DEVELOPMENT STANDARDS SHALL CONFORM TO THE STANDARDS ESTABLISHED IN THE ORDINANCE NOTWITHSTANDING THE FOREGOING, THE BUFFER REQUIREMENT FOR THE NR DISTRICT MAY BE MODIFIED AS SHOWN ON THE REZONING PLAN.
2. BUFFER AREAS SHALL REMAIN UNDISTURBED, EXCEPT TO THE EXTENT NECESSARY TO ACCOMMODATE ACCESS POINTS, DRAINAGE PIPES OR CHANNELS, UTILITY LINES AND FACILITIES, PEDESTRIAN PATHWAYS AND BICYCLE PATHWAYS (AS PROVIDED IN THE HUNTERSVILLE ZONING ORDINANCE 7.5.B). UTILITY INSTALLATIONS MAY ONLY CROSS BUFFER AREAS AT THE INTERIOR ANGLES MEASURED AT THE PROPERTY LINE WHICH ARE NOT LESS THAN 75 DEGREES.
3. NO BUILDINGS, PARKING SPACES, MANEUVERING AREAS MAY BE LOCATED WITHIN BUFFER AREAS. HOWEVER WATER QUALITY/LOW IMPACT DEVELOPMENT (LID) FACILITIES, SUCH AS RAIN GARDENS, MAY BE WITHIN THE BUFFERS (AS PER HUNTERSVILLE ZONING ORDINANCE ARTICLE 3.3.2-B SECTION g). STORM WATER DETENTION FACILITIES SHALL REMAIN OUT OF BUFFER AREAS.
4. IN ALL BUFFER AREAS WHERE EXISTING TREES AND NATURAL VEGETATION HAVE BEEN CLEARED TO ACCOMMODATE PEDESTRIAN SIDEWALKS OR PATHWAYS OR THE INSTALLATION OF UTILITY LINES OR FACILITIES, THE CLEARED, UNIMPROVED AREAS WILL BE LANDSCAPED WITH TREES AND SHRUBS IN ACCORDANCE WITH ARTICLE 7 OF HUNTERSVILLE ZONING ORDINANCE (PER ARTICLE 7.5.8a).

SETBACKS, SIDE YARDS, AND REAR YARDS

1. ALL BUILDINGS CONSTRUCTED WITHIN THE SITE SHALL SATISFY OR EXCEED THE BUILD-TO, REAR YARD AND SIDE YARD REQUIREMENTS ESTABLISHED UNDER THE ORDINANCE FOR THE NR ZONING DISTRICT.



VICINITY MAP - N.T.S.

Note:

1. LOTS 114-136 WILL NOT RECEIVE ZONING APPROVAL FOR ANY STRUCTURES IN THE REQUIRED REAR YARD, AND, LOTS 109-125 SHALL NOT CONSTRUCT ANY PERMANENT STRUCTURES OR SURFACES OR STRUCTURES IN THE STORM DRAINAGE EASEMENT.

SCREENING AND LANDSCAPING AREAS

1. LANDSCAPE AREAS WILL BE PLANTED ON THE SITE TO MEET OR EXCEED THE REQUIREMENTS OF THE ORDINANCE.
2. SCREENING SHALL CONFORM WITH THE STANDARDS AND TREATMENTS SPECIFIED IN THE ORDINANCE, REQUIRED LANDSCAPING OR TREES AND SHRUBS LOCATED WITHIN THE BUFFER SHALL CONFORM TO THE ORDINANCE.
3. LIMITED AMOUNT OF CLEARING SHALL SHALL BE ALLOWED WITHIN THE BUFFER/SETBACK AREAS TO PROMOTE THE GROWTH OF EXISTING VEGETATION AND/OR ENHANCE THE AESTHETIC APPEAL OF THE SITE. THE FOLLOWING WOULD BE ALLOWED IN A BUFFER/SETBACK AREA:
   A. HAND PRUNING ONLY. NO HEAVY EQUIPMENT OR VEHICLES ALLOWED IN THE BUFFER (I.E. BULLDOZERS).
   B. PLANT MATERIAL, WHICH MAY BE REMOVED, SHALL BE CUT FLUSH WITH THE GROUND. NO DISTURBANCE OF THE SOIL WILL BE ALLOWED.
   C. NO LIMB REMOVAL WITH THE EXCEPTION OF DEAD OR DISEASED LIMBS.
   D. PETITIONER MAY REMOVE WEEDS AND VINES.
   E. PETITIONER MAY REMOVE TREES THAT MEASURE LESS THAN 2" CALIPER AT THE BASE THAT ARE CLEARLY WITHIN THE DRIP LINE OF A TREE THAT IS 2" OR GREATER. DRIP LINE IS DEFINED AS AN IMAGINARY LINE ON THE GROUND THAT WOULD FORM THE PERIMETER OF THE TREES CANOPY.
   F. PETITIONER MAY REMOVE DEAD TREES AND MATERIAL. DISEASED TREES MAY BE REMOVED AT THE DISCRETION OF AN URBAN FORESTER.
   G. MULCH MAY BE APPLIED TO THE WOODLAND BUFFER. KEEP MULCH 2-3" AWAY FROM BARK OF TREES.
4. ALL BUFFERS AND SETBACKS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AS TREE PRESERVATION AREAS MAY BE SUPPLEMENTED TO ENHANCE THE APPEARANCE OF THE PROJECT. LIKEWISE, BUFFERS AND SETBACKS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION MAY BE MODIFIED AS ALLOWED IN THE ORDINANCE.

PAVING/PARKING FACILITIES

1. OFF STREET AND ON STREET PARKING WILL MEET THE MINIMUM STANDARDS ESTABLISHED UNDER THE ORDINANCE.

LIGHTING

1. PETITIONER AGREES TO INSTALL PEDESTRIAN SCALE LIGHTING ALONG INTERNAL STREETS. THE MAXIMUM HEIGHT OF ANY FREESTANDING LIGHTING FIXTURE, INCLUDING ITS BASE, SHALL NOT EXCEED 30 FEET.
2. ALL DIRECT LIGHTING WITHIN THE SITE SHALL BE FULLY SHIELDED AND DESIGNED SUCH THAT DIRECT ILLUMINATION DOES NOT EXTEND PAST ANY EXTERIOR PROPERTY LINE. CONSIDERATION WILL BE GIVEN TO THE IMPACT OF LIGHTING BOTH WITHIN AND OUTSIDE THE PERIMETER OF THE SITE. ITEMS FOR CONSIDERATION WILL INCLUDE INTENSITY, CUTOFF ANGLES, COLOR, ENERGY EFFICIENCY AND SHIELDING OF SOURCES OF LIGHT.

OPEN SPACE

1. IN COMMON LOCAL SPACE AREAS LOCATED OUTSIDE OF THE UNDISTURBED BUFFERS THE PETITIONER RESERVES THE RIGHT FOR IMPROVEMENTS TO INCLUDE SIDEWALKS, PLAYGROUND (TOT LOT), PEDESTRIAN LIGHTING, BENCHES, TABLES AND CHAIRS, BENCHES, FOUNTAINS, ADDITIONAL HARDSCAPE MATERIALS, TRASH RECEPTACLES AND ANY OTHER SITE AMENITY ALLOWED BY THE ORDINANCE.

ARCHITECTURAL CONTROLS AND RESTRICTIVE COVENANTS

1. ALL BUILDINGS CONSTRUCTED ON THE SITE SHALL BE ARCHITECTURALLY COMPATIBLE IN APPEARANCE THROUGH THE USE OF SIMILAR, AS WELL AS COMPLIMENTARY BUILDING MATERIALS, COLORS AND DESIGN (GIVING DUE CONSIDERATION TO THE USE OF EACH BUILDING).
2. THE FIRST FLOOR OF ALL BUILDINGS SHALL BE DESIGNED TO ENCOURAGE AND COMPLEMENT PEDESTRIAN SCALE INTEREST AND ACTIVITY.
3. BUILDINGS LOCATED WITHIN THE DEVELOPMENT SHALL BE DESIGNATED TO RELATE TO THE OVERALL PEDESTRIAN ENVIRONMENT. BUILDINGS SHALL BE DESIGNED TO RAISE THE STANDARD LEVEL OF THE DESIGN TO CREATE A PLACE OF INTEREST.
4. BUILDING ELEVATIONS FOR SINGLE-FAMILY HOMES FRONTING BEATTIES FORD ROAD SHALL BE SUBMITTED FOR REVIEW AND APPROVAL TO THE TOWN OF HUNTERSVILLE PLANNING DEPARTMENT. PRIOR TO ISSUANCE OF BUILDING PERMITS, THE TOWN OF HUNTERSVILLE PLANNING DEPARTMENT SHALL HAVE THE OPPORTUNITY TO REVIEW THE PROPOSED PLANS AGAINST THE APPROVED CONDITIONAL PLANS TO ASSURE COMPLIANCE WITH DESIGN PRINCIPLES ILLUSTRATED ON THE PLANS.
5. RESIDENTIAL BUILDINGS WILL BE REQUIRED TO INCORPORATE BALCONIES, BAY WINDOWS, PORCHES, AND OTHER ARCHITECTURAL ENHANCEMENTS AS A WAY OF ADDRESSING THE PEDESTRIAN NATURE OF THE VILLAGE. FRONT DOORS SHOULD ORIENT TOWARD THE STREET OR STREET CORNER OR OPEN SPACE/COURTYARD OR AS OTHERWISE ALLOWED BY THE ORDINANCE.

Lot Width Range (Measured at Build-To line):	
	61-93 FT.
	51-60 FT.
	42-50 FT.

FIRE PROTECTION

FIRE HYDRANTS WILL BE PROVIDED WITHIN THE LANDSCAPE SETBACK AREAS AS REQUIRED BY THE FIRE MARSHALL. HYDRANT LOCATIONS MUST BE APPROVED BY THE FIRE MARSHALL.

SIDEWALKS AND INTERNAL STREETS

1. PETITIONER SHALL MEET THE ORDINANCE FOR SIDEWALKS AND STREET TREES. HOWEVER, IF THE PETITIONER ELECTS TO INSTALL AN ALTERNATE SIDEWALK THAT SIDEWALK WILL BE A MINIMUM OF 5 FEET WIDE. THE SIDEWALK MAY MEANDER IN ORDER TO PERMIT THE PETITIONER TO EXERCISE GOOD FAITH EFFORTS TO SAVE EXISTING 8 INCH OR LARGER CALIPER TREES WITHIN THE APPLICABLE BUILDING SETBACK ALONG THE EXISTING ROADS THAT ARE BEING BROUGHT TO HUNTERSVILLE STANDARDS. (PER ARTICLE 8.140 OF HUNTERSVILLE SUBDIVISION ORDINANCE)
2. EXCEPT WHERE NECESSARY TO ACCOMMODATE SIGNIFICANT DESIGN AND ARCHITECTURAL ELEMENTS LOCATED ON THE SITE, INTERNAL STREETS SHALL BE DESIGNED TO HAVE STREET TREES AND (SUBJECT TO THE PROVISIONS OF NOTE 1 OF THIS SECTION) SIDEWALKS A MINIMUM OF 5 FEET IN WIDTH PROVIDED THAT ANY DEVIATION FROM THE MINIMUM 5 FEET SIDEWALK WIDTH SHALL RELATE TO PEDESTRIAN WALK AREAS OF AN APPROPRIATE WIDTH INCLUDED AS PART OF THE ABOVE DESCRIBED SIGNIFICANT DESIGN FEATURES.

BEATTIES FORD ROAD SECTION AND FRONTAGE

1. DEVELOPER TO PROVIDE CROSS SECTIONAL DETAIL OF THE FUTURE BEATTIES FORD ROAD EXTENSION BUT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OR IMPROVEMENTS OF THIS SECTION BEYOND THE INSTALLATION OF THE SIDEWALK THAT IS TO FRONT THE SINGLE-FAMILY UNITS. THE DEVELOPER TO PROVIDE DOUBLE ROW STREET TREES, BUT IS NOT RESPONSIBLE FOR THE DAMAGE OR REMOVAL AND REPLACEMENT OF TREES DURING THE IMPROVEMENTS OF BEATTIES FORD ROAD. DEVELOPER TO ACCOMMODATE FOR THE EXPANDED CROSS SECTION WITH BUILDING PLACEMENT AND R/W DEDICATION. ELEVATIONS FOR THIS SECTION OF IMPROVEMENTS BY THE DEVELOPER (STREET TREES AND SIDEWALK) WILL BE BASED ON CURRENT CENTERLINE ELEVATIONS AND PROJECTED OUTWARD.
2. LOTS FRONTING BEATTIES FORD ROAD SHALL BE REAR ENTRY, WITH ALL PARKING PROVIDED BY ALLEY ACCESS. THESE LOTS SHALL BE ADDRESSED TO THE ALLEY. NO ON STREET PARKING IS ALLOWED ON NCDOT ROADS.

GRAPHIC SCALE

-100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

DATE	ISSUED FOR	REV
09/06/2023	Pre Submittal to Town of Huntersville	0
06/13/2024	First Submittal to Town of Huntersville	1
10/16/2024	Second Submittal to Town of Huntersville	2
04/15/2025	Third Submittal to Town of Huntersville	3
04/16/2025	First Submittal to NCDOT	4
08/14/2025	Second Submittal to NCDOT	5

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Engineer:
RJH
R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
3186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799
www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING, INC. CLIFF HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 051823 DANIEL B. CATES

Project Manager: D. Gates	Drawn: M. McWilliams
Department Manager: -	Checked: D. Gates
Print/Plot Date: July 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:
Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

Project:
Oak Grove Hill - Phase 3
Land Development Plan

Drawing Title:
Site Plan - Phase 3

Project No.: 5259	Drawing No.: C1.01
DWG File Name: 5259_Site Plan - RTAP	

CHARLES E ALLEN
CHRISTINE B ALLEN
9050 MIRIAM DR
HUNTERSVILLE NC 28078

MARK E BARNEY
MAMIE K BARNEY
9039 MIRIAM DR
HUNTERSVILLE NC 28078

DEREK BELLAMY
LISA BELLAMY
8732 SHELTONHAM WAY
CHARLOTTE NC 28216-1665

JASON WESLEY BROOKS
TRUST WAYNE REGINALD BROOKS
8801 MT HOLLY HUNTERSVILLE RD
HUNTERSVILLE NC 28078

JULIAN RYAN BUCHANAN
BEVERLY WILSON
9613 PEMBROKE RD
HUNTERSVILLE NC 28078

CURTIS C BUCHANAN
FAYE BRAXTON
9523 PEMBROKE RD
HUNTERSVILLE NC 28078

CURTIS CLIFTON BUCHANAN
FAYE BUCHANAN
9523 PEMBROKE RD
HUNTERSVILLE NC 28078

JULIAN R BUCHANAN
BEVERLY WILSON
9613 PEMBROKE RD
HUNTERSVILLE NC 28078

BARBARA SOMERS CANNON
9612 PEMBROKE RD
HUNTERSVILLE NC 28078

JAME RAY JR CARMICHAEL
H EDWARD CARMICHAEL
9420 MCCOY RD
HUNTERSVILLE NC 28078

CARVER BOWMAN LLC
13815 CINNABAR PL
HUNTERSVILLE NC 28078

JOSEPHINE CHAN
8723 SHELTONHAM WAY
CHARLOTTE NC 28216

CHARLOTTE MECKLENBURG BOARD OF EDUCATION
PO BOX 30035
CHARLOTTE NC 28230-0035

LOI NGOC DAN
NHUNG THI LE
9600 PEMBROKE RD
HUNTERSVILLE NC 28078

BEVERLY A DAVIS
8730 HOLLY CREEK CT
CHARLOTTE NC 28216

JUSTIN ADAM DICKERSON
CHRISTOPHER DICKERSON
8728 MT HOLLY-HUNTERSVILLE RD
HUNTERSVILLE NC 28078

ALEXANDER DIXON
EARLINE DIXON
8731 SHELTONHAM WAY
CHARLOTTE NC 28216

DR HORTON INC
8025 ARROWRIDGE BV
CHARLOTTE NC 28273

JONATHAN EURY
9339 BEATTIES FORD RD
HUNTERSVILLE NC 28078

JAMIE W FARMER
CANDACE M FARMER
8719 HOLLY CREEK CT
CHARLOTTE NC 28216

HOYT D HAMILTON
PAMELA JANE HAMILTON
8705 MT HOLLY HUNTERSVILLE RD
HUNTERSVILLE NC 28078

HOYT DEWY HAMILTON
CAROL S HAMILTON
8705 MT HOLLY-HUNTERSVILLE RD
HUNTERSVILLE NC 28078-8476

HOYT D HAMILTON
PAMELA JANE HAMILTON
8705 MT HOLLY-HUNTERSVILLE RD
HUNTERSVILLE NC 28078

HOYT D HAMILTON
PAMELA JANE HAMILTON
8705 MT HOLLY-HUNTERSVL R
HUNTERSVILLE NC 28078

AIMEE HIGH
JOSEPH HIGH
9536 PEMBROKE RD
HUNTERSVILLE NC 28078

FERMAN CLETUS JR HOUGH
MARGARET STILLWELL HOUGH
9320 BROADWAY ST
HUNTERSVILLE NC 28078

F C JR HOUGH
MARGARET S HOUGH
9320 BROADWAY ST
HUNTERSVILLE NC 28078

FERMAN C JR HOUGH
MARGARET S HOUGH
9320 BROADWAY ST
HUNTERSVILLE NC 28078

CINDY Y HOUGH
9319 BEATTIES FORD RD
HUNTERSVILLE NC 28078

LITTLE DADDY`S LLC
PO BOX 1472
MOORESVILLE NC 28115

LITTLE DADDY`S LLC
PO BOX 399
TERRELL NC 28682

(TRUSTEES) LONG CREEK MASONIC LODGE #205
6500 BEATTIES FORD RD
CHARLOTTE NC 28216

JACOB THOMAS MARCHAL
JESSICA LYNN MARCHAL
9011 MIRIAM DR
HUNTERSVILLE NC 28078

MATI NORTH INCORPORATED
9306 BEATTIES FORD RD
CHARLOTTE NC 28278

MARSHA SOMERS MCELROY
WILLIAM VANCE MCELROY
9547 PEMBROKE RD
HUNTERSVILLE NC 28078

JOHN JR MCKOY
TARA L HUNTER MCKOY
8738 HOLLY CREEK CT
CHARLOTTE NC 28216

JOSE GUILLERMO MORAN
TELMA MORAN
9011 OVERHILL RD
HUNTERSVILLE NC 28078

JOSE MORAN
TELMA MORAN
9011 OVERHILL RD
HUNTERSVILLE NC 28078

JUAN VICTORIO PEREZ
TRUST JUAN VICTORIO PEREZ
9512 PEMBROKE RD
HUNTERSVILLE NC 28078

THIDA PHABMIXAY
KHAMLA PHABMIXAY
8733 HOLLY CREEK CT
CHARLOTTE NC 28216

DAVID GLENN JR PHILLIPS
9001 MIRIAM DR
HUNTERSVILLE NC 28078

PIEDMONT NATURAL GAS COMPANY INC
PO BOX 33068
CHARLOTTE NC 28233

CONRAD DEWEY JR PUCKETT
8411 MT HOLLY HUNTERSVLLE RD
HUNTERSVILLE NC 28078-8473

CONRAD D JR PUCKETT
8411 MT HOLLY-HUNTSVL RD
HUNTERSVILLE NC 28078

HAROLD NICHOLAS REID
9524 PEMBROKE RD
HUNTERSVILLE NC 28078

ROBERT A REYES
ADELA DIAZ BELTRAN
9628 PEMBROKE RD
HUNTERSVILLE NC 28078

SEVONE RHYNES
GWENDOLYN RHYNES
8724 SHELTONHAM WAY
CHARLOTTE NC 28216-1665

ALAN D RICHARDSON
9608 PEMBROKE RD
HUNTERSVILLE NC 28078

JOSE GUILLERMO MORAN ROMERO
TELMA M MORAN
8927 OVERHILL RD
HUNTERSVILLE NC 28078

DONNA CATHEY SADLER
8218 RAINIER DR
DENVER NC 28037

RICHARD L SALYER
JODI A SALYER
9019 MIRIAM DR
HUNTERSVILLE NC 28078

NATHAN PETER SCMIDT
8817 SHIELDS DR
HUNTERSVILLE NC 28078

JACOB J SHEPARD
ALYSSA SHEPARD
9311 BEATTIES FORD RD
HUNTERSVILLE NC 28078

HARRY MELVIN SMITH
LINDA W SMITH
9036 MIRIAM DR
HUNTERSVILLE NC 28078

HARRY MELVIN SMITH
LINDA WILSON SMITH
9036 MIRIAM DR
HUNTERSVILLE NC 28078

MIRIAM W SMITH
WILBUR SMITH
9200 CARVER AVENUE
HUNTERSVILLE NC 28078

ST MARKS EPISCOPAL CHURCH
8600 MT HOLLY-HUNTERSVILLE RD
HUNTERSVILLE NC 28078

RENEE WHITE STORY
GREGORY SCOTT STORY
8801 MERCIA AV
HUNTERSVILLE NC 28078

ZACHARY TAYLOR STRANGE
SARAH JOANNA STRANGE
8718 MT HOLLY-HUNTERSVILLE RD
HUNTERSVILLE NC 28078

TA & S ENTERPRISES OF NC INC
7801 BRIDLE CT
CHARLOTTE NC 28216

TAH 2017-1 BORROWER LLC
C/O RYAN LLC
PO BOX 4900
SCOTTSDALE AZ 85261

MARTHA D TORRENCE
9616 PEMBROKE RD
HUNTERSVILLE NC 28078

JULIA VERMEERSCH
SOPHIE COOPER
8809 MT HOLLY HUNTERSVILLE RD
HUNTERSVILLE NC 28078

ALICIA R WATERS
9432 MCCOY RD
HUNTERSVILLE NC 28078

WEDGEWOOD HOMEOWNERS ASSOCIATION INC
219 E KINGSTON AVE
CHARLOTTE NC 28203-4743

WEST HUNTERSVILLE SELF STORAGE LLC
300 SOUTH TRYON ST STE 2500
CHARLOTTE NC 28202

CHARLES F WHITE
LAURA A WHITE
8816 MERCIA AV
HUNTERSVILLE NC 28078

LAURA BURRIS WHITE
8816 MERCIA AVE
HUNTERSVILLE NC 28078

WOODLANDS NORTH APARTMENTS LP
PO BOX 5539
GREENVILLE SC 29606

PEGGY C WRIGHT
PO BOX 681283
CHARLOTTE NC 28216

LONG CREEK VILLAGE FEE OWNER LLC
3735-B BEAM RD
CHARLOTTE NC 28217

WEDGEWOOD HOMEOWNERS ASSOCIATION INC
PO BOX 11906
CHARLOTTE NC 28220

WEDGEWOOD HOMEOWNERS ASSOCIATION INC
1229 GREENWOOD CLFS STE 320
CHARLOTTE NC 28204

WINDSOR AT WEDGEWOOD HOMEOWNER ASSOC
C/O RDIGELINE
6853 FAIRVIEW RD STE 200
CHARLOTTE NC 28210

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Public Hearing on Designation of Town-Owned Property Being Held for Resale

---

EXPLAIN REQUEST:

The Town Board directed staff to post a request for proposals (RFP) from developers on potential development of the Town Hall building located at 101 Huntersville-Concord Road and the adjacent parking parcel.

In order to move forward with a potential disposal of the property for economic development purposes, the property must first be designated as being held for resale for economic development.

If the property is designated, that does not mean that the Town has to sell the property for that purpose, but has the option of doing so.

A second public hearing will be required to consider any potential sales agreement prior to approving the sales agreement.

ACTION RECOMMENDED:

Conduct public hearing.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Resolution for Designating Town-Owned Property for Resale

---

EXPLAIN REQUEST:

The Town Board directed staff to post a request for proposals (RFP) from developers on potential development of the Town Hall building located at 101 Huntersville-Concord Road and the adjacent parking parcel.

In order to move forward with a potential disposal of the property for economic development purposes, the property must first be designated as being held for resale for economic development. If the property is designated, that does not mean that the Town has to sell the property for that purpose, but has the option of doing so.

A second public hearing will be required to consider any potential sales agreement prior to approving the sales agreement.

ACTION RECOMMENDED:

Adopt Resolution.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. EXHIBIT A

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO APPROVE PROPERTY BE HELD FOR RESALE PURSUANT TO N.C.G.S. § 158-7.1.

Resolution No. R-2025-30

WHEREAS, the Town of Huntersville (the "Town") owns certain real property, said property being more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property was originally acquired for a purpose other than economic development; and

WHEREAS, the Town believes that the Property is suitable for commercial use and that it would be in the public interest to hold the Property for resale pursuant to N.C.G.S. **§** 158-7.1(b)(2).; and

WHEREAS, the Board of Commissioners for the Town of Huntersville (the "Board") now desires to hold the Property described in the attached Exhibit A for resale as economic development property under N.C.G.S. **§** 158-7.1(b)(2).

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board hereby approves that the Property be held for resale as economic development property pursuant to N.C.G.S. § 158-7.1.
2. This Resolution shall be effective as of the date of its adoption.

Adopted this 6th day of January, 2026

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Exhibit A

Tract I (Parcel ID: 019-031-15)

BEING located in the Town of Huntersville, Mecklenburg County, North Carolina and beginning at a nail on the back of a sidewalk located on the northerly margin of the Huntersville-Concord Road, which point of beginning is likewise the common southwest corner of that property designated as First Tract conveyed to First Union National Bank of North Carolina, Trustee, by deed recorded in Book 45555 at Page 820 of the Mecklenburg County Registry, thence from said point of beginning, crossing said sidewalk, S. 85-15 W. 104 feet to a point in Huntersville-Concord Road on the present easterly right-of-way margin of Old Statesville Road (N.C. Highway 115) as extended; thence with said easterly right-of-way margin of Old Statesville Road N. 01-20-50 W. 169.20 feet to a point, a common corner of the property of Cecil Bradford, (now or formerly, see Deed Book 4111 at Page 940); thence with Bradford's line, N. 85-15 E., passing an existing iron pin at 8.91 feet, a total distance of 104 feet to an existing iron pin, the common corner of that tract of First Union National Bank of North Carolina, Trustee, above-referred to; thence with said line of First Union National Bank of North Carolina, Trustee S. 01-20-50 E. 169.20 feet to the point or place of the beginning, and being more particularly shown on a survey prepared by Herman D. Bolick, North Carolina Registered Land Surveyor, dated September 10, 1990.

Tract II (Parcel ID: 019-031-16)

BEING a tract of land situated in the Town of Huntersville, Mecklenburg County, North Carolina, and more particularly described and defined as follows: all that certain parcel of land situated in the City of Huntersville, County of Mecklenburg, and state of North Carolina, BEGINNING at a stake in the northern margin of College Street at a point 104 feet east of the northeast intersection of Highway #115 (Old Statesville Road) and College Street; and running thence . 85-15 E. 80 feet to a stake; thence N. 4-45 W. 169 feet to a stake; thence S. 85-15 W, 80 feet to a stake; thence S. 4-45 E. 169 feet to the point and place of the Beginning. Being the same property conveyed by Jennie Holbrook, single, to Dwight S. Cross, by Deed dated October 17, 1961, and recording in Book 2342, Page 433, in the Mecklenburg County Public Registry.

Request for Board Action

January 6, 2026

To: The Honorable Mayor and Board of Commissioners

From: Michael Jaycocks, Director of Parks and Recreation

Subject: Parks and Recreation Commission Appointment

EXPLAIN REQUEST:

Consider appointing one (1) member to the Parks and Recreation Commission, due to a non-acceptance of an appointment from 5 applicants.

1. Three-year term, expiring 3/31/2029 (Richard Aquino declined his appointment)

ACTION RECOMMENDED:

Appoint 1 member.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Parks and Recreation Commission Overview - 20251223
2. P&R Board Member Map 12-23-2025
3. Parks and Recreation Commission Applicant Packet - 20251223

Parks and Recreation Commission

9 Members Total
8 Current
0 Expiring
1 Vacancies since Last Appt
1 APPOINTMENT(S) NEEDED

CURRENT MEMBERS (8)

Name	Position/Title	Notes	Term Exp & Years		Regular Term Start: Partial	Regular Term Start: Term 1	Regular Term Start: Term 2
Correll, Sharon		repalced Johnson	**3/31/2029**	3	3/18/2025	12/16/2025	
Curran, Kent			**12/31/2027**	3		1/3/2022	12/17/2024
Cypress-McNairy, S. Magic		replaced Brown	**3/31/2029**	3	3/18/2024	12/16/2025	
Freeman, Frank		replaced Harrington	**12/31/2026**	3	4/3/2023	12/18/2023	
Harris, Janelle		replaced Baumgardener	**12/31/2026**	3	1/3/2023	12/18/2023	
Munro, Andrew "Ash"			**12/31/2026**	3		12/7/2020	12/18/2023
Nair, Arun		replaced Hutto	**12/31/2027**	3	3/4/2024	12/17/2024	
Reich, Patty		replaced Chiesa	**12/31/2027**	3	8/6/2024	12/17/2024	

VACANCIES SINCE LAST APPOINTMENT

Name	Notes	Early Term	Original Term Exp & Years		Alternate Term Start: Partial	Alternate Term Start: Term 1	Alternate Term Start: Term 2	Regular Term Start: Partial	Regular Term Start: Term 1	Regular Term Start: Term 2	Regular Term Start: Term 3
Aquino, Richard	declined appointment	12/19/2025	3/31/2029	3					12/16/2025		

APPLICANTS (5)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Buck, Michael	☐	No	11/4/2025	
Emery, Brian	☐	No	2/13/2024	3/4/2025
Nibarger, Robert	☐	No	11/20/2025	
Robinson, Lucy	☐	No	10/31/2024	3/11/2025
Woodbury, Sarah	☐	No	11/14/2024	3/11/2025

* Term expires within 3 months

MAYES
MCCORD
STUMPTOWN
GILEAD
HUNTERSVILLE-CONCORD
HAMBRIGHT
BEATTIES FORD
MCCOY
MT HOLLY-HUNTERSVILLE
POPLAR TENT
73
77
Michael Buck
Brian Emery
Frank Freeman
Sharon Correll
Arun Nair
S. Magic Cypress-McNairy
Andrew "Ash" Munro
Kent Curran
Lucy Robinson
Sarah Woodbury
Patty Reich
Janelle Harris
Robert Nibarger

Parks and Recreation Commission Applicants

December 23, 2025

N W E S

0 0.5 1

Miles

Corporate Limit

ETJ

Member Status

Applicant

Current Member

Path: M:\PLANNING\Arcview Projects\Parks Department Maps\Board Applicant Maps\P&R Board Application Map.aprx

Print

Advisory Boards & Commissions Application - Submission #21759

Date Submitted: 11/4/2025

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.
3. All information on your application becomes part of the Town's public records and as such, if requested, maybe be released as part of public records request.

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

Advisory Boards & Commissions

First Name*

Michael

Last Name*

Buck

Is your address in the Corporate Boundary or the Extraterritorial Jurisdiction?*

- (•) Corporate Boundary
- ( ) Extraterritorial Jurisdiction
- ( ) Unknown

Approx. hours you could dedicate to this board/commission (per month)*

10

Occupation

Relationship Manager Analyst - Financial Institutions

Education

UNC Charlotte - BSBA (Finance/Accounting) Minors: International Finance, Supply Chain Management, Management Information Systems

List any Town or County Boards, Committees, Commissions you are presently serving on (include term expirations)

N/A

Business and Civic Experience related to this Advisory Board or Commission

N/A

Areas of Expertise, Interests and Skills

Areas of Expertise: Financial Budgeting, Cost-Analysis, Civic Engagement Interests: Social Gatherings, Sustainability, Development Programs Skills: Financial analysis and forecasting, Project and event planning, Community outreach and engagement

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Harrisburg Young Professionals - Economic Development Chairman (Harrisburg, PA) (2024-2025) Eagle Scout - Detachment 323 (2020) (Eagle Scout Project - Shining Hope Farms - Built a Playground for Children with Muscular Disorders) VITA (Volunteer Income Tax Association) - Director at UNC Charlotte (2023-2024)

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

In its capacity as a quasi-judicial body this Board will act similar to a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a decision. As such, Board members must base their decision on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?

- Yes
- No

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement and Contact Information

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Michael Christopher Buck

Signature Date*

11/4/2025

Print

Advisory Boards & Commissions Application - Submission #16868

Date Submitted: 2/23/2024

By submitting this application you agree to the following:

1. **You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.**
2. **Your application will remain active for a two (2) year period, unless withdrawn by the applicant.**

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

Advisory Boards & Commissions

First Name*

Bryan

Last Name*

Emery

Is this address in the ETJ?*

- (•) No
- ( ) Yes

Occupation

Platform Manager

Place of Employment

Bank Of America

Approx. hours you could dedicate to this Board/Commission (per month)*

5

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

I've been a runner all my life and used to bike to work most days when I lived in Minnesota and had bike trail access into downtown. I've run 13 marathons and spend a ton of time on the greenways. I also have two young boys (4&7) who we take to parks in the area several times a week. I'm a certified project manager and have run several tech projects professionally and several construction renovations personally. Ive also coached the marathon at the university location Run For Your Life store.

Education

University of Iowa Finance BBA, PMP certified project manager, and USA Triathlon certified level 1 coach.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Habit for humanity, marathon coach (run for your life volunteer coach), and race support volunteer

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

- ○ Yes
- ○ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

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3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Bryan J Emery

Signature Date*

2/23/2024

Print

Advisory Boards & Commissions Application - Submission #21903

Date Submitted: 11/20/2025

By submitting this application you agree to the following:

1. You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.
2. Your application will remain active for a two (2) year period, unless withdrawn by the applicant.
3. All information on your application becomes part of the Town's public records and as such, if requested, maybe be released as part of public records request.

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

Advisory Boards & Commissions

First Name*

Robert

Last Name*

Nibarger

Is your address in the Corporate Boundary or the Extraterritorial Jurisdiction?*

- (•) Corporate Boundary
- ( ) Extraterritorial Jurisdiction
- ( ) Unknown

Approx. hours you could dedicate to this board/commission (per month)*

How ever much time is needed

Occupation

Retired

Education

Master Degree in Education - Minor Degree Speech Education

List any Town or County Boards, Committees, Commissions you are presently serving on (include term expirations)

None

Business and Civic Experience related to this Advisory Board or Commission

Over 12 years serving area youth in the Lake Norman Area - Past President of the Carmel Dad's Club in Carmel, IN Former High School Softball Coach - Former traveling team coach in softball -

Areas of Expertise, Interests and Skills

Currently a Recreation Specialists at the Mecklenburg County Recreation Center at Cornelius, NC - Experience as a High School Coach - Certified Pickleball Instructor - Summer Kids Camp Instructor - Hosting summer pickleball camp for Huntersville in 2026

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I provide free lessons to underserved community and conduct food drives. Provided a free Pickleball session last week at Mooresville serving 20 families plus eld a food drive that did very well. Assisted Director Jaycocks several years ago setting up pickleball at Holbrook park.

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

In its capacity as a quasi-judicial body this Board will act similar to a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a decision. As such, Board members must base their decision on the facts alone, and not on personal preferences or goals. As a potential Board member, can you ensure that your decisions will be formed objectively?

- Yes
- No

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement and Contact Information

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2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Robert Nibarger

Signature Date*

11/20/2025

Print

Advisory Boards & Commissions Application - Submission #18555

Date Submitted: 10/31/2024

By submitting this application you agree to the following:

1. **You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.**
2. **Your application will remain active for a two (2) year period, unless withdrawn by the applicant.**

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

Advisory Boards & Commissions

First Name*

Lucy

Last Name*

Robinson

Is this address in the ETJ?*

- (•) No
- ( ) Yes

Occupation

Social Worker

Place of Employment

Mecklenburg County DSS

Approx. hours you could dedicate to this Board/Commission (per month)*

12-15

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

N/A

Business and Civic Experience related to this Advisory Board or Commission

2015 Mecklenburg County Domestic Violence Commission New Hanover County Commission on African American History, Heritage, and Culture

Areas of Expertise, Interests and Skills

Planning large group events (30-1500) for Mecklenburg County DSS

Education

Masters in Psychology

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

2024 Cupcake Walk; Loop Events Volunteer (Ongoing) 2021, 2022, 2023, 2024 Mecklenburg County Shop with a Cop

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

- ○ Yes
- ○ No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Lucy E Robinson

Signature Date*

10/31/2024

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).

Print

Advisory Boards & Commissions Application - Submission #18672

Date Submitted: 11/14/2024

By submitting this application you agree to the following:

1. **You have read the Bylaws or Rules of Procedure for the Advisory Board/Commission you are submitting your application for.**
2. **Your application will remain active for a two (2) year period, unless withdrawn by the applicant.**

Which Advisory Board/Commission are you applying for?*

Parks and Recreation Commission

Please note: You might see different questions based on your selection

Please read the specific Advisory Board/Commission Bylaws or Rules of Procedure:

Advisory Boards & Commissions

First Name*

Sarah

Last Name*

Woodbury

Is this address in the ETJ?*

- (•) No
- ( ) Yes

Occupation

Retired teacher

Place of Employment

Approx. hours you could dedicate to this Board/Commission (per month)*

25

List any Town or County Boards, Committees, Commissions you are presently serving n (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Tennis captain, team mother

Areas of Expertise, Interests and Skills

Tennis, Pickleball

Education

Florida State university BS in education

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Recreation chairperson for tennis in Atlanta

Since the Board of Adjustment is a quasi-judicial body and must act essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact in order to reach a ruling. As such, Board members must base their ruling on the facts alone, and not on emotion. As a potential Board member, can you ensure that your decisions are formed objectively?

- Yes
- No

Briefly describe your vision for Huntersville in the next 10 to 15 years. What factors during that time will shape the growth of our community?

What obstacles do you see to achieving this vision?

With rapid development occurring in Huntersville and the surrounding area, the character and growth patterns of our community are changing rapidly. Please discuss briefly any problems that you perceive, anything that you would like to change, and/or anything you find particularly appropriate to Huntersville.

Electronic Signature Agreement

By adding your name to the "Electronic Signature" box below, you agree and acknowledge that:

1. Your application will not be signed in the sense of a traditional paper document,
2. By signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3. You may still be required to provide a traditional signature at a later date.

Electronic Signature*

Sarah Woodbury

Signature Date*

11/14/2024

After you submit your form you will receive a confirmation email (please check your SPAM/JUNK folder if you do not receive one).