Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Scott Coronet
Edwin Quarles
LaToya Rivers
Heather Smallwood
Nick Walsh

AGENDA
Regular Town Board Meeting
March 17, 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 - 5:15 p.m.

1.A. Discuss Fiscal Year 2027 Proposed Goals and Solid Waste Fee. *(Anthony Roberts)*

2. Call to Order

3. Moment of Silence

4. Pledge of Allegiance

5. Announcements and Presentations

6. Public Comments

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the March 3, 2026 Town Board Meeting. *(Catherine Cook)*

8.B. Resolution of Intent to close a portion of North Church Street and call a public hearing for May 4, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078. *(Lora Mastrofrancesco)*

8.C. Resolution of Intent to close a portion of West Church Street and call a public hearing for May 4, 2026 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078. *(Lora Mastrofrancesco)*

8.D. Approve NCDOT R-5721B Project property acquisition on Town owned parcel at NC 73 – Beatties Ford Road to SR 5544 (West Catawba Avenue). *(Stephen Trott)*

8.E. Approve fiscal year 2026 audit contract with Martin Starnes & Associates. *(Pattie McGinnis)*

8.F. Approve the Mecklenburg County Property Tax refunds. *(Pattie McGinnis)*

9. Public Hearings

10. Other Business

10.A. Consider a decision 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)*

10.B. Consider a decision on Petition #R25-15 to rezone 11.87 acres located at 13501 Old Statesville Road for a Mixed Use Development. *(Jesse James)*

10.C. Consider a deferral, until April 21, 2026, on Petition #R25-16, a request to rezone 44 acres at the northeast corner of Sam Furr Road and Old Statesville Road for a commercial and multi-family development. *(Brad Priest)*

10.D. Consider awarding a preliminary services contract to Edifice, LLC to initiate design of Fire Station #5 *(Emily Sloop)*

10.E. Consider appropriating General Fund balance for Fire Station No. 5 *(Pattie McGinnis)*

10.F. Consider approving reimbursement Resolution for Fire Station No. 5 *(Pattie McGinnis)*

10.G. Consider adopting an Ordinance determining that it is in the best interests of the Town of Huntersville to approve and authorize the execution and delivery of an Amended and Restated Project Power Sales Agreement with North Carolina Municipal Power Agency Number 1 and an Amended and Restated

Supplemental Power Sales Agreement with North Carolina Municipal Power Agency Number 1. *(Bobby Williams)*

10.H. Consider approving the Amended and Restated Project Power Sales Agreement between North Carolina Municipal Power Agency Number 1 and the Town of Huntersville. *(Bobby Williams)*

10.I. Consider approving the Amended and Restated Supplemental Power Sales Agreement between North Carolina Municipal Power Agency Number 1 and the Town of Huntersville. *(Bobby Williams)*

10.J. Consider appointing four (4) members to the Environmental Sustainability Committee. *(Bobby Williams)*

10.K. Consider appointing one (1) member to the Public Arts Commission. *(Tracy Houk)*

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 March 3, 2026)*

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

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Subject: Fiscal Year 2027 Proposed Goals and Solid Waste Fee

EXPLAIN REQUEST:
Discuss Fiscal Year 2027 Proposed Goals and Solid Waste Fee.

ACTION RECOMMENDED:
Discussion

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. Fiscal Year 2027 - Draft Board Goals

FISCAL YEAR 2027 DRAFT BOARD GOALS

Our vision is to be a safe, vibrant, and diverse community that is inclusive to all and where families and businesses thrive.

LAND USE DEVELOPMENT / PLANNING

Maintain a diverse long-range transportation and land use vision that provides a high quality of life

- Implement recommendations in the 2040 Huntersville Community Plan
- Implement recommendations in the Downtown Master Plan
- Implement recommendations in the Pottstown Small Area Plan
- Design conceptual plan for Cashions property
- Seek conceptual plan/proposals for Town Center property

FINANCE

Maintain a balanced budget with a diversified revenue stream and healthy fund balance to provide excellent services

- Maintain AAA General Obligation bond rating which will lower future borrowing costs of funding the CIP
- Seek federal, state, and county grants/partnerships (CDBG grants, PARTF grants, and CRTPO funds) to fund projects
- Initiate debt on Fire Station #5

PUBLIC SAFETY

Maintain competent, courteous, professional, and community-oriented Police and Fire Services

- Enhance recruitment and training efforts to attract/retain quality officers
- Pursue Magistrate services at HPD
- Initiate site prep for Station 2 replacement
- Initiate design/construction of Fire Station #5
- Identify site for future Police Station
- Administer first year of new MEDIC contract

TRANSPORTATION INFRASTRUCTURE

Advance transportation projects to completion

- Use Powell Bill funds to pave/resurface 15-18 miles of Town maintained streets
- Initiate Downtown Transportation Study
- Complete the following municipal street projects: Beatties Ford Road/Gilead Road, Beatties Ford & Hambright Intersection, Bud Henderson at Beatties Ford right turn lane, US 21/I77 Interchange landscaping, McCord Road Roundabout landscaping
- Complete the following sidewalk projects: Verhoeff Drive, Lake Norman Charter to Damson Drive Section 1, Section 2, and Section 3, Bradford Hill
- Advocate/partner with NCDOT to advance local and regional projects
- Work with MPTA CATS on Red Line Project and expanding Micro-transit

PARKS AND RECREATION / GREENWAYS

Provide safe, attractive, and high-quality parks, facilities, programs, and greenways

- Complete construction of First Responders Park
- Construct Waymer Park splash pad
- Diversify/expand event offerings/programs
- Collaborate with the County on advancing the greenway system
- Complete plan/design of The Park Greenway

HOUSING

Provide a variety of housing options for all citizens

- Seek opportunities/partnerships with outside agencies like Lake Norman Community Development Corporation, Hope House, Ada Jenkins and Habitat for Humanity to advance affordable and workforce housing
- Seek funding or partnerships to acquire and revitalize repair homes in areas of need such as Pottstown and Huntington Green
- Work with developers to provide attainable housing through the conditional rezoning process

SUSTAINABILITY / NATURAL RESOURCES / ENVIRONMENT

Seek sustainable options to protect our natural resources and environment

- Seek opportunities to convert the town fleet toward electric/hybrid vehicles and streetlights/parking lot lights to LED
- Seek opportunities to partner with the County, The Conservation Fund, and other preservation organizations to preserve farmland
- Complete a Tree Canopy Study
- Consider text amendment to allow expansion of native plant species throughout town

FACILITIES / ASSET MANAGEMENT

Provide sufficient space for community meetings and municipal services

- Complete construction on Hwy 73 electric substation and connect feeder lines to accommodate load growth and to build redundancy
- Initiate design for parking deck at new Town Hall to serve building, Veterans Park activities and downtown
- Initiate space needs assessment and conceptual layout of future maintenance facility on Seagle Street/Ramah Church
- Initiate Town directly managed electrical distribution system

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Catherine Cook, Deputy Town Clerk

Subject: March 3, 2026 Town Board Meeting Minutes

EXPLAIN REQUEST:
Approve the minutes of the March 3, 2026 Town Board Meeting.

ACTION RECOMMENDED:
Approve meeting minutes.

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. 20260303-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
March 3, 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

The Huntersville Board of Commissioners meeting was held at Town Hall 14704 N Old Statesville Road, Huntersville, NC 28078, at 6:00 PM on March 3, 2026, with Closed Session starting at 5:15 PM.

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

GOVERNING BODY MEMBERS NOT PRESENT: Commissioner Edwin Quarles, Commissioner Heather Smallwood

1. Closed Session - 5:15 p.m.

1.A. Closed Session

Closed Session pursuant to N.C.G.S. §143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential.

Commissioner Coronet made a motion to enter into Closed Session
Commissioner Walsh seconded the motion.
Motion Passed with Yes 4, No 0, Abstained 0

The Board returned from closed session.

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 about:

- *Street Resurfacing is underway around Town - look for signage or go to https://www.huntersville.org/3392/Street-Resurfacing for detailed updates*
- *The Spring Car and Truck Show will be March 14 from 9 to 12pm. Cars, trucks, and bikes will be parked along Main Street at Veterans Park and be ready for public viewing and voting. Registration, by March 9, is required for all vehicles participating, and the application is also available on our website at https://huntersville.org/1282/Car-and-Truck-Shows*
- *Donuts with Duck & Bunny will be Saturday, March 21 at Veterans Park. Pre-registration with a fee of $10 per family is required at https://huntersville.org/389/Donuts-with-Duck-Bunny*
- *Huntersville Police Department upcoming events:*
  - *March 16, 10:30 to 12pm - Coffee with a Cop at Target*
  - *March 20, 9 to 3pm - American Red Cross Blood Drive at HPD Training Room*
  - *March 28, 3:30 to 5pm - Annual Touch-a-Truck event at Lake Forest Church*

5.A. Women's History Month Proclamation

A Proclamation for Women's History Month.

Mayor Clark read the Proclamation.

5.B. Endometriosis Awareness Month Proclamation

A Proclamation for Endometriosis Awareness Month.

Mayor Clark read the Proclamation.

6. Public Comments

Mayor Clark opened public comments.

1. *Deanna Glenn spoke about serving as Miss Huntersville*
2. *Amy Hallman spoke about historic designations and against general rezoning related to Item 9C (Petition #R26-02 121: Gilead Rd General Rezoning)*
3. *Michael Buck spoke about Birkdale Commons*

Mayor Clark closed public comments.

7. Agenda Changes/Adoption of Agenda

Commissioner Rivers made a motion to adopt the Agenda.
Mayor Pro Tem Hunt seconded the motion.
Motion Passed with Yes 4, No 0, Abstained 0

8. Consent Agenda

Mayor Pro Tem Hunt made a motion to approve the Consent Agenda.
Commissioner Coronet seconded the motion.
Motion Passed with Yes 4, No 0, Abstained 0

8.A. Town Board Planning Workshop Minutes Approval

Approve the Town Board Planning Workshop minutes.

Item approved via Consent Agenda

8.B. Approve the minutes of the February 17, 2026 Town Board Meeting

Approve the Town Board Meeting minutes.

Item approved via Consent Agenda

8.C. Construction contract - Cambridge Grove Stream Stabilization

On February 3rd, the Public Works Department received 2 bids for the construction of the Cambridge Grove Stream Stabilization project with the lowest responsive, responsible bidder being identified as HGS, LLC dba RES Environmental Operating Company. The Public Works Department wishes to enter into a contract with HGS, LLC for the completion of this project.

Item approved via Consent Agenda

8.D. Call public hearing for Petition #ANNEX 26-01: Cambridge-Prosperity

Call a public hearing for April 21, 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.

Item approved via Consent Agenda

8.E. North Carolina Department of Transportation Municipal Agreement - I-77 and NC 73 Interchange

Approve TIP - 5715 municipal agreement with North Carolina Department of Transportation (NCDOT) for betterments to upgrade existing interchange at I-77 and NC 73 to a split diamond configuration.

Item approved via Consent Agenda

8.F. North Carolina Department of Transportation Municipal Agreement - McDowell Creek Greenway Pedestrian Bridge

Approve TIP - 0119 municipal agreement with North Carolina Department of Transportation (NCDOT) for betterments related to the McDowell Creek Greenway pedestrian bridge over NC 73 near Lindhom Drive.

Item approved via Consent Agenda

8.G. **North Carolina Department of Transportation Municipal Agreement - NC 73 between West Catawba Avenue and Northcross Drive**

Approve TIP - U5765 municipal agreement with North Carolina Department of Transportation (NCDOT) for betterments related to the widening of NC 73 to six lanes from West Catawba Avenue to Northcross Drive.

Item approved via Consent Agenda

8.H. **North Carolina Department of Transportation Municipal Agreement - US 21 (Statesville Road) from Gilead Road to Holly Point Drive**

Approve TIP - U5771 municipal agreement with North Carolina Department of Transportation (NCDOT) for betterments related to widening US 21 to four lanes from Gilead Road to Holly Point Drive.

Item approved via Consent Agenda

8.I. **Budget amendment for First Responders Park**

On November 3, 2025, the Board accepted the $500,000 NC Parks and Recreation Trust Fund grant (PARTF) for the First Responders Park. Appropriate $500,000 to PARTF grant revenue account (403419.9999.25004) and park construction account (406200.0592.25004).

Item approved via Consent Agenda

8.J. **Budget amendment The Park - Huntersville Greenway**

On October 3, 2022, the Board accepted the Municipal Agreement between North Carolina Department of Transportation (NCDOT) and the Town of Huntersville for the design and construction of The Park - Huntersville Greenway. The agreement is a 50% local match with a total estimated project cost of $3,492,000. The Town's portion is $1,746,000. The Town's budget portion is covered under a separate Board Action. This item appropriates $1,746,000 to The Park - Huntersville Greenway grant revenue (403419.9999.22016) and greenway construction expense account (406200.0564.22016).

Item approved via Consent Agenda

8.K. **Budget Amendment - Initiate Site Works and Debris Removal for Fire Station #2 Property**

Appropriate Miscellaneous revenue (103730.9999) of $90,675 to contract services (105200.0314) for initiating site work and debris removal for Fire Station #2 property. These funds are from the NCDOT right of way settlement for TIP/parcel number R-5721B031 on NC 73 from Beatties Road to West Catawba Avenue.

Item approved via Consent Agenda

8.L Accept Streets in the Valencia 1D and 1G Subdivision for Town Maintenance

.

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the Valencia Subdivision Ph. 1D and 1G.

Street Name	From	To	Approx. Length
Keller Court	North End of Road	South End of the Road	1145-ft
Banter Lane	Keller Court	160-ft W of Keller Court	1160-ft
Andres Duany Drive	Berkley Avenue	150-ft S of Amalden Lane	1440-ft
ES Draper Drive	Berkley Avenue	140-ft S of Amalden Lane	1050-ft
Berkley Avenue	End of Road	140-ft E of ES Draper Dr	840-ft
Marymont Avenue	Andres Duany Drive	140-ft E of ES Draper Dr	415-ft
Celestial Place	Andres Duany Drive	Berkley Avenue	340-ft
Waterson Square Lane	Andres Duany Drive	ES Draper Drive	200-ft

Item approved via Consent Agenda

8.M Accept Street in the Olmstead Subdivision 2D for Town Maintenance

.

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the Olmsted Subdivision Ph. 2D.

Street Name	From	To	Approx. Length
Balcony Bridge Road	Prosperity Church Rd	310-ft N of Long Common Pkwy	1625
Fort Greene Way	Balcony Bridge Rd	End of Road	150
Music Arbor Lane	Balcony Bridge Rd	Balcony Bridge Rd	905

Item approved via Consent Agenda

9. Public Hearings

9.A. Public Hearing for Petition #R25-17: Glendale Dr Subdivision

Conduct a public hearing for Petition #R25-17, a request by BDG Properties, LLC to rezone +/- 1.066 acres (Parcel #01928207) at the corner of Glendale Drive and Huntersville-Concord Rd from General Residential (GR) to Neighborhood Residential- Conditional District (NR-CD) for a four lot single-family residential subdivision.

Patrick Patterson presented staff report for the public hearing.

Commissioner Rivers asked what the Staff recommended for elevations. Mr Patterson replied in North Carolina "buy right" situation, planners cannot mandate specific architectural materials or building elevations, only structural aspects like height, bulk, and orientation. A consulting firm's design guidebook is used to recommend, rather than require, features like front porches, facade articulation, and recessed or side-loaded garages to improve aesthetics over front-loaded garages. Commissioner Rivers asked about the shared driveway for lots 3 and 4. Mr Patterson replied that it is due to the distance from the Huntersville-Concord/Glendale intersection.

The applicants, Drew and Nate Bowman, spoke about the project.

Commissioner Rivers asked about how the homes would look. Nate Bowman replied that the homes would be similar to Vermillion, but he did not, currently, have the specific designs.
Commissioner Walsh encouraged the applicants to continue working with Town staff.
Commissioner Coronet asked if there is an alleyway. Nate Bowman replied there is not.
Commissioner Rivers asked about a property line issue with a neighbor. Nate Bowman replied he is working with Mr Neuer on the buffer and setback.
Mayor Pro Tem Hunt asked if they would change from 4 houses to 3. Nate Bowman replied that they would not decrease the number.
Mayor Pro Tem Hunt asked about the type of home that would be built. Nate Bowman replied he did not have the plans, but it would be craftsman style.
Mayor Clark asked about a square footage estimate. Nate Bowman replied they would be between 2500 and 3000 sf.

Mayor Clark called for public comments.

1. *Patricia Fogarty spoke against the rezoning and concerns for the tree canopy and spacing of the houses*
2. *Lou Solot spoke against the rezoning and about the 2040 Community Plan's town core density*
3. *Peter Neuer spoke against the rezoning and about spot zoning*
4. *Ingrid Hooks spoke against the rezoning and concerns about the tree line and integrity of established neighborhoods*

Mayor Clark closed the public hearing.

- PowerPoint attached hereto as EXHIBIT 9A-1

9.B. Public Hearing on Petition #R25-14: Dash In Gas Station

Conduct a public hearing on Petition #R25-14 Dash In Food Stores, Inc to rezone 2.67 +/- acres at the corner of Statesville Rd and Hambright 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.

Brian Richards asked, on behalf of the applicant, that the Public Hearing be deferred to April 21.

Commissioner Rivers made a motion to defer item 9B, Petition #R25-14 Dash In Food Stores to rezone 2.67 acres to April 21, 2026 at 6:00 PM at Town Hall.
Mayor Pro Tem Hunt seconded the motion.
Motion Passed with Yes 4, No 0, Abstained 0

- Letter attached hereto as EXHIBIT 9B-1

9.C. Public Hearing on Petition #R26-02 121: Gilead Rd General Rezoning

Conduct a Public Hearing on Petition R26-02, a request by HFH Partners, LLC to rezone (+/- .397 acres) 121 Gilead Rd from Neighborhood Residential District (NR) to Town Center (TC). Parcel # 01711623.

Brian Richards presented the staff report for the public hearing.

Mayor Pro Tem Hunt asked about the historic designation and how it impacts the property. The applicant, Brian Hines, replied that the house's exterior and interior stairway were designated historic, as it was LeGette Blythe's childhood home. Any modifications have to be approved by the Charlotte-Mecklenburg Historic Landmarks Commission.
Mayor Pro Tem Hunt verified that if they wanted to install a commercial kitchen, it would have to be approved by the Historic Landmarks Commission. Mr Hines replied, correct, if they wanted to add anything to the house, they would have to get approval.
Mayor Pro Tem Hunt asked why they are doing this now. Mr Hines replied they are being proactive for any future businesses at the site.
Mayor Pro Tem Hunt asked for an explanation of the lighting and noise ordinance for downtown properties. Mr Richards replied that all properties, regardless of the zoning designation, are subject to the town's lighting ordinance, which means only downlighting is allowed and there is limited light trespass allowed on cross properties. All properties in town are subject to the town's noise ordinance, which is enforced by the police department.
Mayor Pro Tem Hunt asked if there was adequate parking for a restaurant. Mr Hines replied there is 17 spots in the parking lot they own.
Mayor Clark asked with the location of the house and its historic designation limits what could go there and if it is rezoned are there things that are prohibited due to the lot size and road location. Mr Richards replied it would have restrictions due to the limited parking. Town Center does allow a little bit more commercial uses than the neighborhood residential. A restaurant lease

is most likely what would go in there, and it wouldn't be a great change. The largest change is the ability to utilize the front area, areas off the porch that is restricted with the neighborhood residential use.
Commissioner Coronet asked about any negative or buffer impact to the neighboring property. Mr Richards replied there are no buffer impacts, and the buffer would be more restrictive in town center than neighborhood residential.

Mayor Clark stated there were no public speakers.
Mayor Clark closed the public hearing.

- PowerPoint attached hereto as EXHIBIT 9C-1

10. Other Business

10.A. <u>Public Comment and Public Hearing Policy</u>

The Town Board requested edits to amend the policy's procedure for designating a spokesperson on behalf of a group. Additional edits have been suggested by the Legal Department based on a recent NC Court of Appeals case and in surveying best practices of other jurisdictions.

Emily Sloop presented key updates to amend the policy.

Commissioner Coronet asked about exceptions to the time limit. Ms Sloop replied that the policy has exceptions built in.
Commissioner Rivers asked about Town Board responding during public comments. Ms Sloop replied that the current policy prevents Board members from responding directly to the public during comment periods to ensure meetings remain efficient and follow the designated agenda. By avoiding back-and-forth dialogue, the board prevents hostile situations and protects the orderly conduct of the meeting. Ultimately, public comment is intended for information sharing, not as a two-way discourse.

Commissioner Walsh made a motion to amend the Town's Public Comment and Public Hearing Policy.
Commissioner Rivers seconded the motion.
Motion Passed with Yes 4, No 0, Abstained 0

- PowerPoint attached hereto as EXHIBIT 10A-1

11. Closing Comments

Mayor Clark asked for any closing comments.

Commissioner Coronet commented, for Commissioner Smallwood also, that he knows there was a lot of back and forth with the Board on the stacking the minutes and how we're going to do everything. So I just want to appreciate everybody kind of negotiating coming together and working together on it.

Mayor Clark commented that she wanted give an early shout out to our Mayor Pro Tem Hunt whose birthday is coming up on March 5. She also hoped everyone had an opportunity to vote today, and if not, make a plan for November.

12. Adjourn

There being no further business, Commissioner Walsh made a motion to adjourn.
Commissioner Rivers seconded the motion.
The motion Passed.
Mayor Clark adjourned the meeting.

EXHIBIT
9A-1

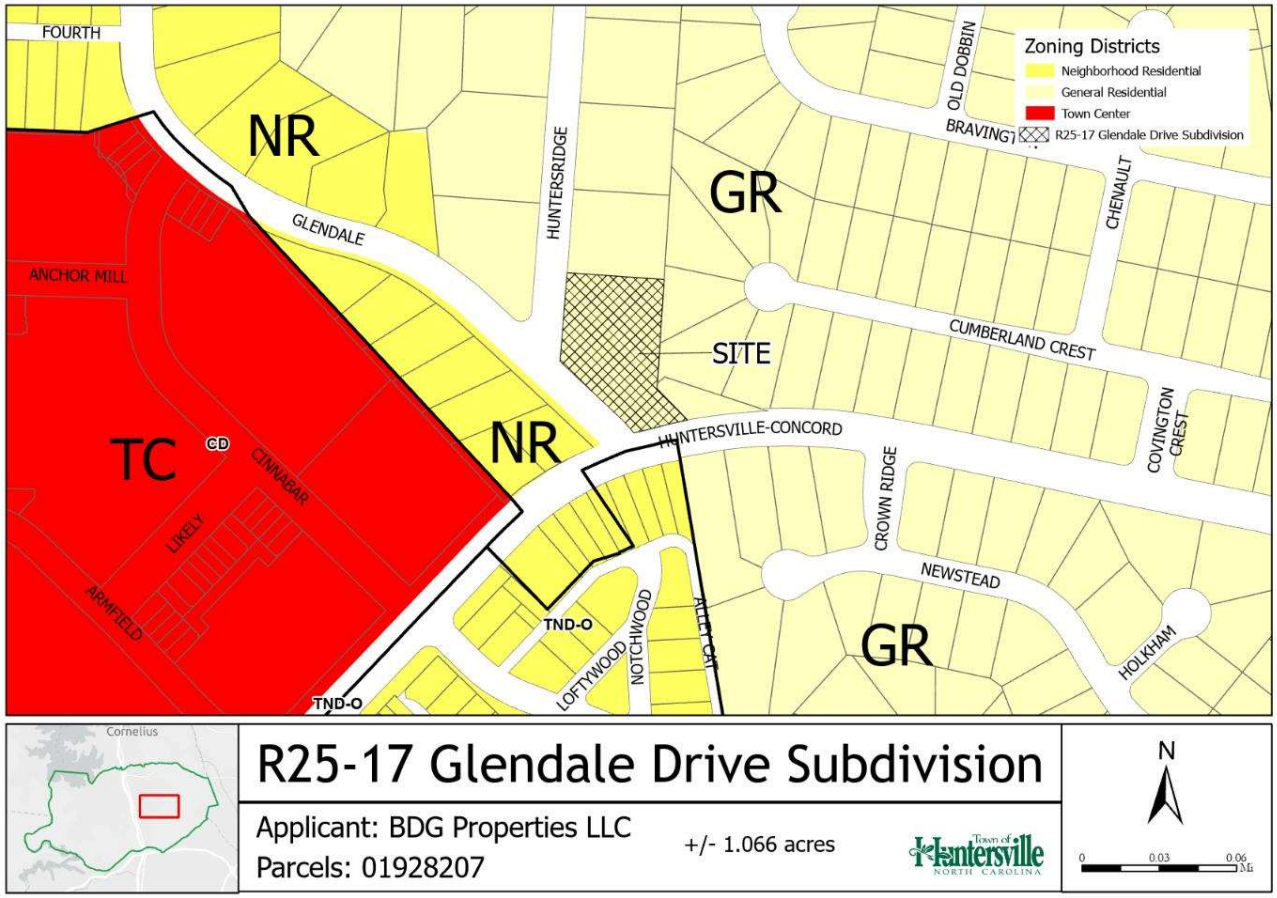
R25-17
Glendale Dr Subdivision

March 3, 2026
Town Board

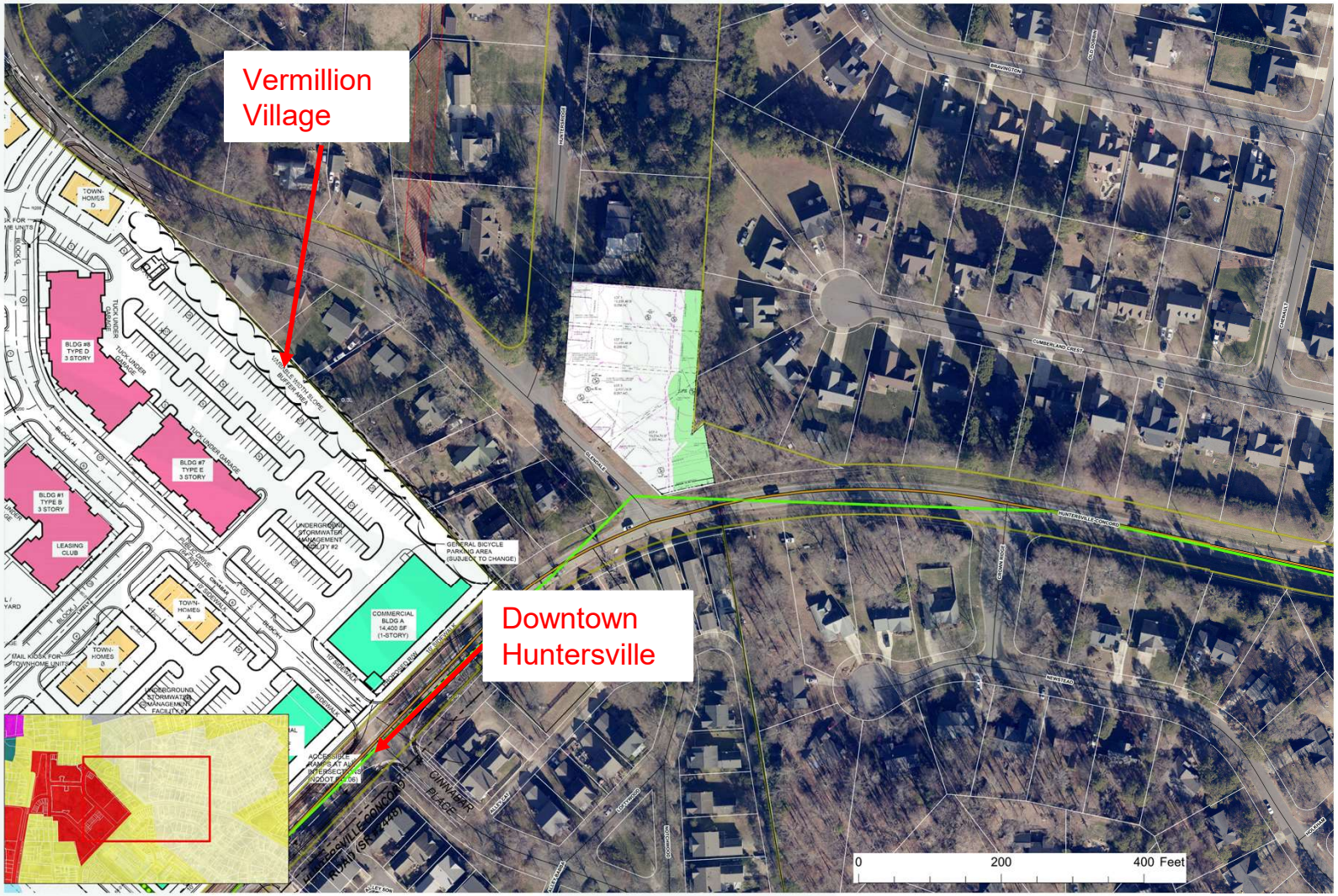
Town of Huntersville
NORTH CAROLINA

Rezoning Request

Conditional Rezoning from General Residential (GR) to Neighborhood Residential- Conditional District (NR-CD)

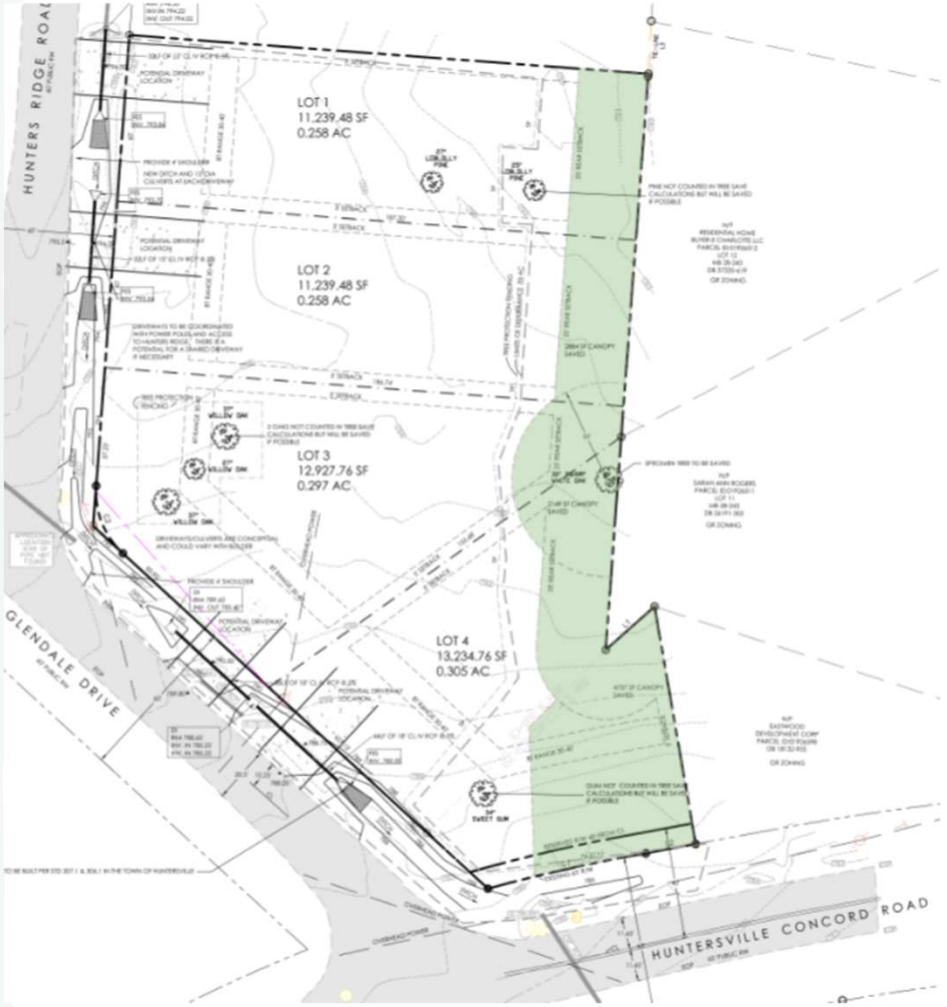


Context Map



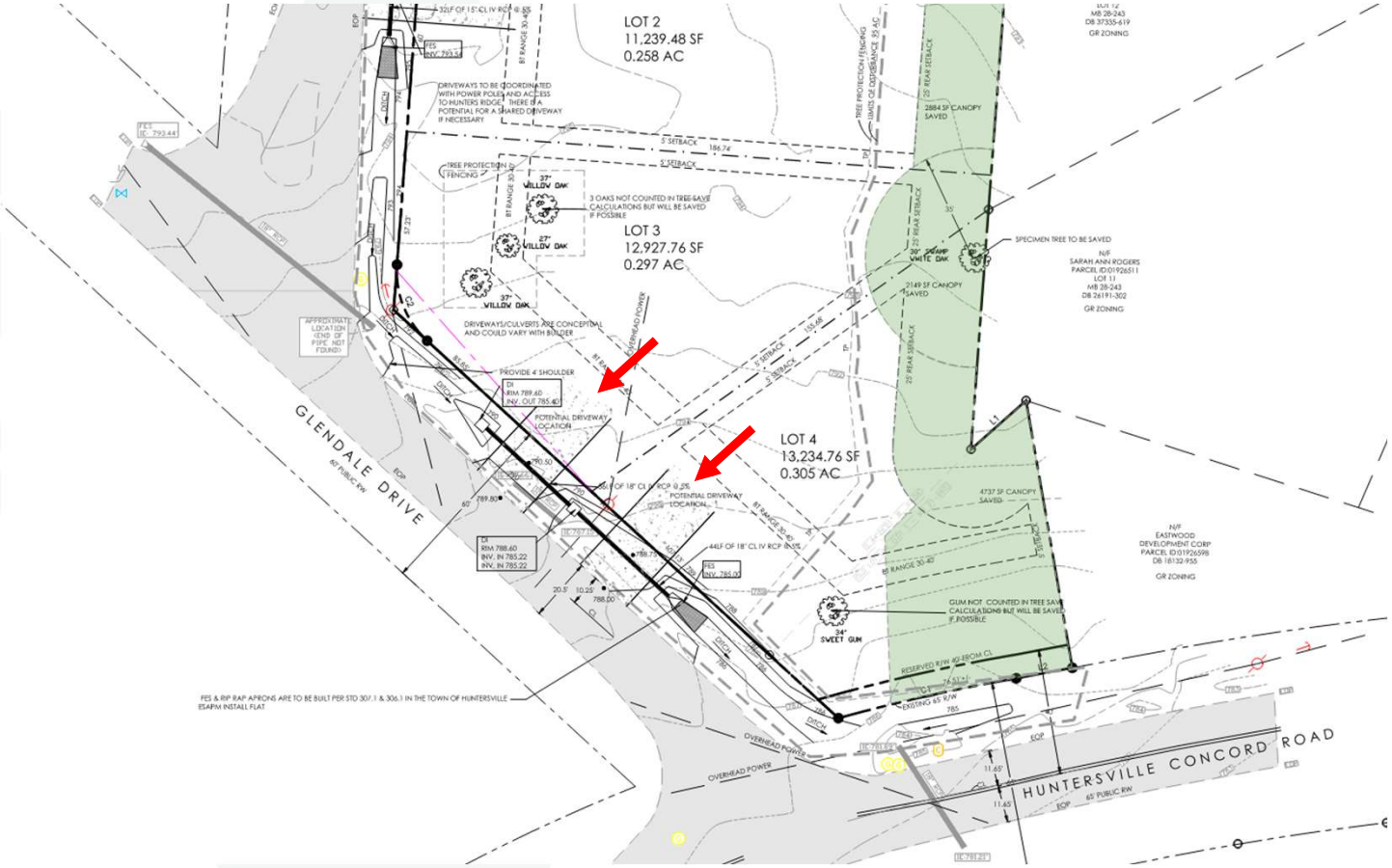
Rezoning Highlights

- 4 lot subdivision
- No modifications requested
- No new infrastructure
- Canopy tree save exceeds minimum

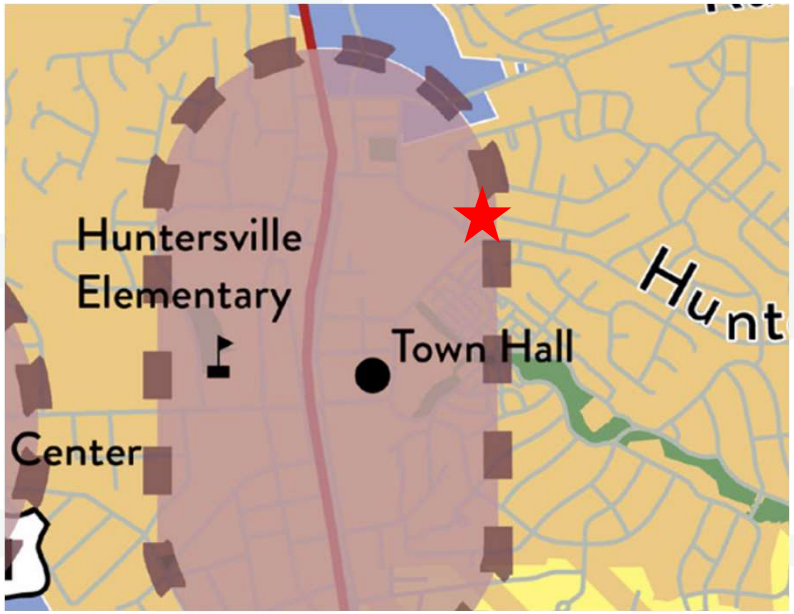


Rezoning Issues

- Driveway locations for single-family homes
- Elevations for the proposed homes
- R/W Dedication



2040 Huntersville Community Plan



FUTURE LAND USE CHARACTER AREA

- MIXED USE CENTER
- ACTIVITY CENTER
- EMPLOYMENT CENTER
- TOWN CORE
- MEDIUM DENSITY
- RESIDENTIAL EDGE
- RURAL CONSERVATION
- PARKS AND OPEN SPACE
- CRITICAL WATERSHED

Application Supports

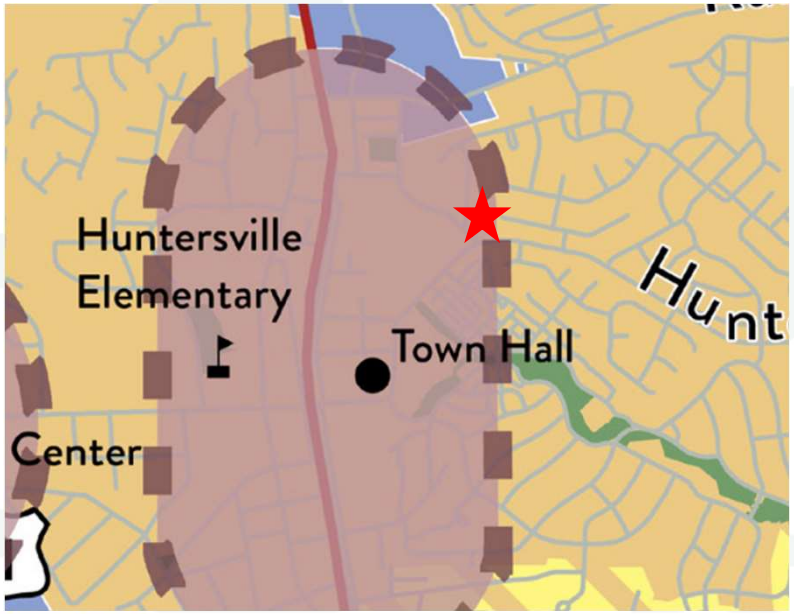
- Policy LU1.1 – Utilize Future Land Use Map
- Policy LU 2.1- More intensity near I-77/NC-115
- Policy LU 5 – Develop where there's infrastructure to support
- Policy EOS 4 – Encourage the preservation of tree canopy within more urban environments.



Town Core

The Town Core designation includes a variety of neighborhoods containing a mix of residential housing types, including single family homes, townhomes and apartments. Their design is focused on traditional neighborhood planning principles, including short blocks, connected streets, streetscape standards, and other features that improve walkability. These areas are denser than the "Moderate Density" and "Residential Edge" character areas and may include non-residential development as specified in small area plans and at other sites that meet locational criteria.

2040 Huntersville Community Plan



FUTURE LAND USE CHARACTER AREA

- MIXED USE CENTER
- ACTIVITY CENTER
- EMPLOYMENT CENTER
- TOWN CORE
- MEDIUM DENSITY
- RESIDENTIAL EDGE
- RURAL CONSERVATION
- PARKS AND OPEN SPACE
- CRITICAL WATERSHED

Application Opportunities

- Policy LU 9.1 – Adhere to residential design principles



Town Core

The Town Core designation includes a variety of neighborhoods containing a mix of residential housing types, including single family homes, townhomes and apartments. Their design is focused on traditional neighborhood planning principles, including short blocks, connected streets, streetscape standards, and other features that improve walkability. These areas are denser than the "Moderate Density" and "Residential Edge" character areas and may include non-residential development as specified in small area plans and at other sites that meet locational criteria.

Recommendations

- The application to reclassify the zoning of the property is consistent with the character area recommendations of the Huntersville 2040 Plan. Therefore, Staff recommends approval of the rezoning with the following conditions:
  - Utilize a shared driveway for lots 3 & 4
  - R/W along Huntersville-Concord to be dedicated to accommodation for future projects
  - Buildings shall incorporate elevated design elements found within our Design Guidebook

Planning Board-
Scheduled for March 24, 2026

Town Board- Scheduled for April 21, 2026

Thank You

Questions?

Town of Huntersville
NORTH CAROLINA



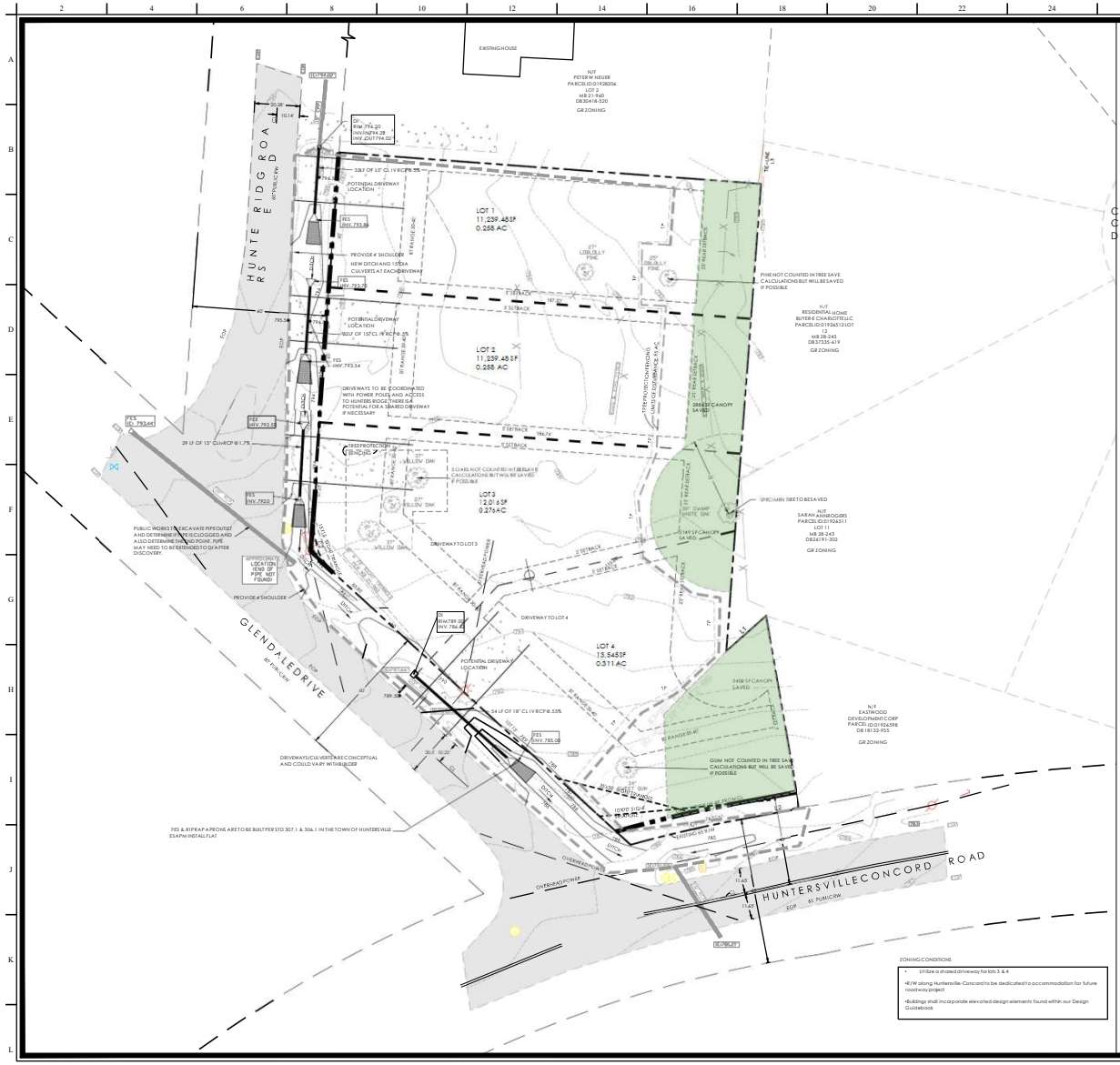
Consistency Statement

APPROVAL: In considering the proposed rezoning application R25-17, Glendale Dr Subdivision, the Town Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**.

It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)

DENIAL: In considering the proposed rezoning application R25-17, Glendale Dr Subdivision, the Town Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).**

It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)



SITE DATA TABLE

PARCEL ID	01928207
LOCATION	14600 GLENDALE DRIVE
JURISDICTION	HUNTERSVILLE
OWNER	ANDREW STEVENSON GIBSON C/O BOWMAN DEV
	110 CARR ROAD
	DALLAS, NC 28034
ZONING	EXISTING GR PROPOSED NR (CD)
TOTAL PARCEL AREA	
PROPOSED USE	SF RESIDENTIAL
PROPOSED BUILDING PRODUCT	SF DETACHED HOUSE
UNIT DENSITY	4 UNITS 4 UNITS / AC
BUILD TO LINE	30'-40'
MIN. SIDE SETBACK	5'
MIN. REAR SETBACK	25'
MAX. BUILDING HEIGHT	-
MAX. NUMBER OF BUILDINGS	4 SF UNITS
PARKING SPACES REQUIRED	
PARKING SPACES PROVIDED	MIN 2 PER UNIT
REQUIRED TREE SAVE	10% OF CANOPY AND 10% SPECIMENTREES
PROVIDED TREE SAVE	SEE BELOW
FEMA MAP NUMBER	3710465100K
FEMA MAP DATE	11/16/2018
SOIL TYPES	CwB2

TREE SAVE REQUIREMENTS

LOCAL JURISDICTION	HUNTERSVILLE
TOTAL PERIMETER LENGTH	1,555
BUFFER REQUIREMENTS	NO BUFFER
TOTAL TREE CANOPY AREA	38,404 SF
TOTAL TREE CANOPY REQUIRED (10% OF SITE)	4443 SF
TOTAL TREE CANOPY SAVED	8441 SF 18% OFSITE



TREE CANOPY PLAN

POST CONSTRUCTION/WATER QUALITY

THIS PROJECT WILL COMPLY WITH THE TOWN OF HUNTERSVILLE POST CONSTRUCTION ORDINANCE-HOWEVER, WOULD BE EXEMPT PER 8.173 C):

RESIDENTIAL DEVELOPMENT ACTIVITY THAT DISTURBS LESS THAN ONE ACRE OF LAND AND IS NOT PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE, INCLUDING NEW DEVELOPMENT, REDEVELOPMENT OR EXPANSION, IS NOT SUBJECT TO THE PROVISIONS OF THIS ORDINANCE.

THIS PROJECT WILL DISTURB < 1 ACRE
NO NEW DRAINAGE INFRASTRUCTURE OR NEW DRAINAGE EASEMENTS SHALL BE CREATED THOUGH LOTS
NO IMPERVIOUS LIMITS ON LOTS

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING AND SHALL NOT BE USED BY ANY PERSON FOR ANY PROJECT WHATSOEVER WITHOUT THE EXPRESS PERMISSION OF W&A ENGINEERING. ALL COMMON LAW COPYRIGHTS AND OTHER PROPERTY RIGHTS ARE RESERVED BY W&A ENGINEERING.

NORTH ARROW
GRAPHIC SCALE 1"=20FT.

GLENDALE DRIVE

14600 GLENDALE DRIVE
HUNTERSVILLE, NC
PARCEL ID#01928207
SITE PLAN

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

REVISIONS

11-24-25	1ST SUBMITTAL
1-5-26	2ND SUBMITTAL
2-24-26	SUBMITTAL FOR PLANNINGBOARD

INITIAL SUB. DATE: 11-24-25
ISSUANCE DATE: 1-30-26

W&A PROJECT #: XXXX

SITE PLAN

C-2









From: Bobby Pressley bdpressley@live.com Subject:
16400 Glendale Dr
Date: Feb 26f 2026 at 12:57:SOPM
To: Nate Bowman Bowman
natebowman15@gmail.com

To Whom It May Concernf

My name is Bobby Pressley, and I am the owner of the property at 12221 Huntersville Concord Road, located directly across from the proposed minor subdivision. I have lived at this residence for nine years.

The property currently proposed for redevelopment is in visible disrepair and has been poorly maintained. Its condition detracts from the surrounding neighborhood and negatively impacts adjacent property values.

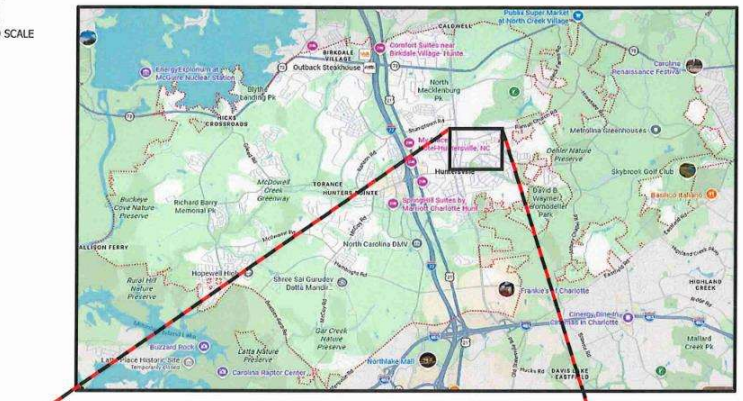
I fully support the proposed plan presented by Bowman Development Group and strongly encourage the Huntersville Commissioners to approve the application as submitted.

Sincerely,




35

NOT TO SCALE





Legend
- = Analyzed Intersection
- = Site Access Intersection
- = Analyzed / Site Access Intersection

TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

Glendale Drive
Traffic Impact Analysis
Site Location Map

Figure
1

(ITEM 3) Trip Generation Table:

Table A – Trip Generation Summary (Vehicles / Hour)

ITE Land Use Code	Units	Daily			AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total	In	Out	Total
210 – Single Family Detached Housing	4	18	18	36*	2	6	8	3	2	5

ITE Trip Generation Manual 12th Edition
* Rate used due to limited independent variable

(ITEM 4) Trip Distribution and Assignment

- Assumed distribution:
  - 50% Glendale Drive
  - 25% Huntersville-Concord Road (South)
  - 25% Huntersville-Concord Road (East)
- Per Town Standards (Section 14.3)
  - Less than 40 peak hour vehicles will be added to any/all adjacent area intersections

(ITEM 5) Historical Growth Rate: 2.0%

(ITEM 6) Proposed Build-Out Year: 2027

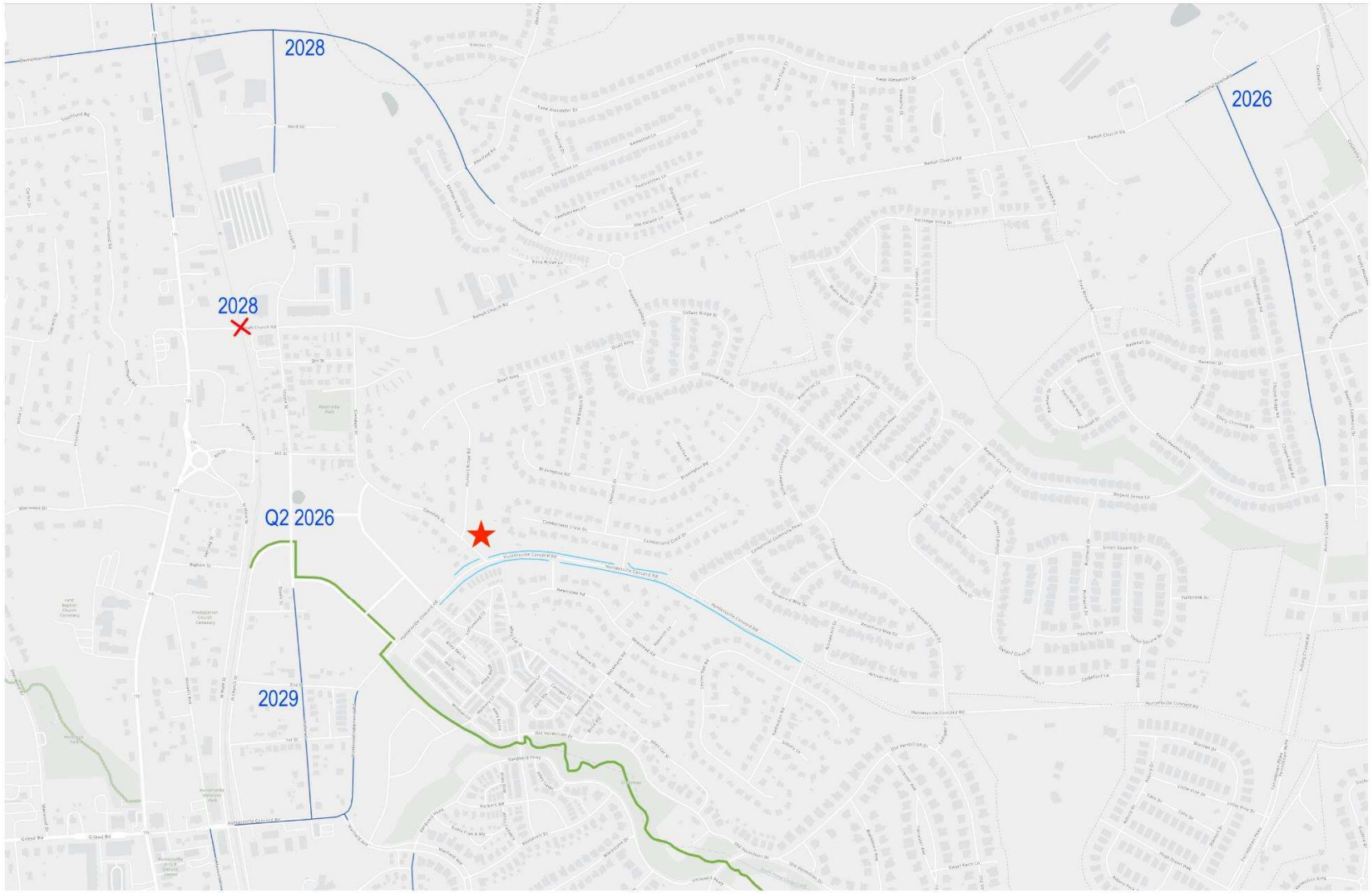
(ITEM 7) Phasing Plan: None

(ITEM 8) Study Area Intersections:

- None

(ITEM 9) Approved Developments:

- None


2028
2026
2028
Q2 2026
2029



MELTON PLAN

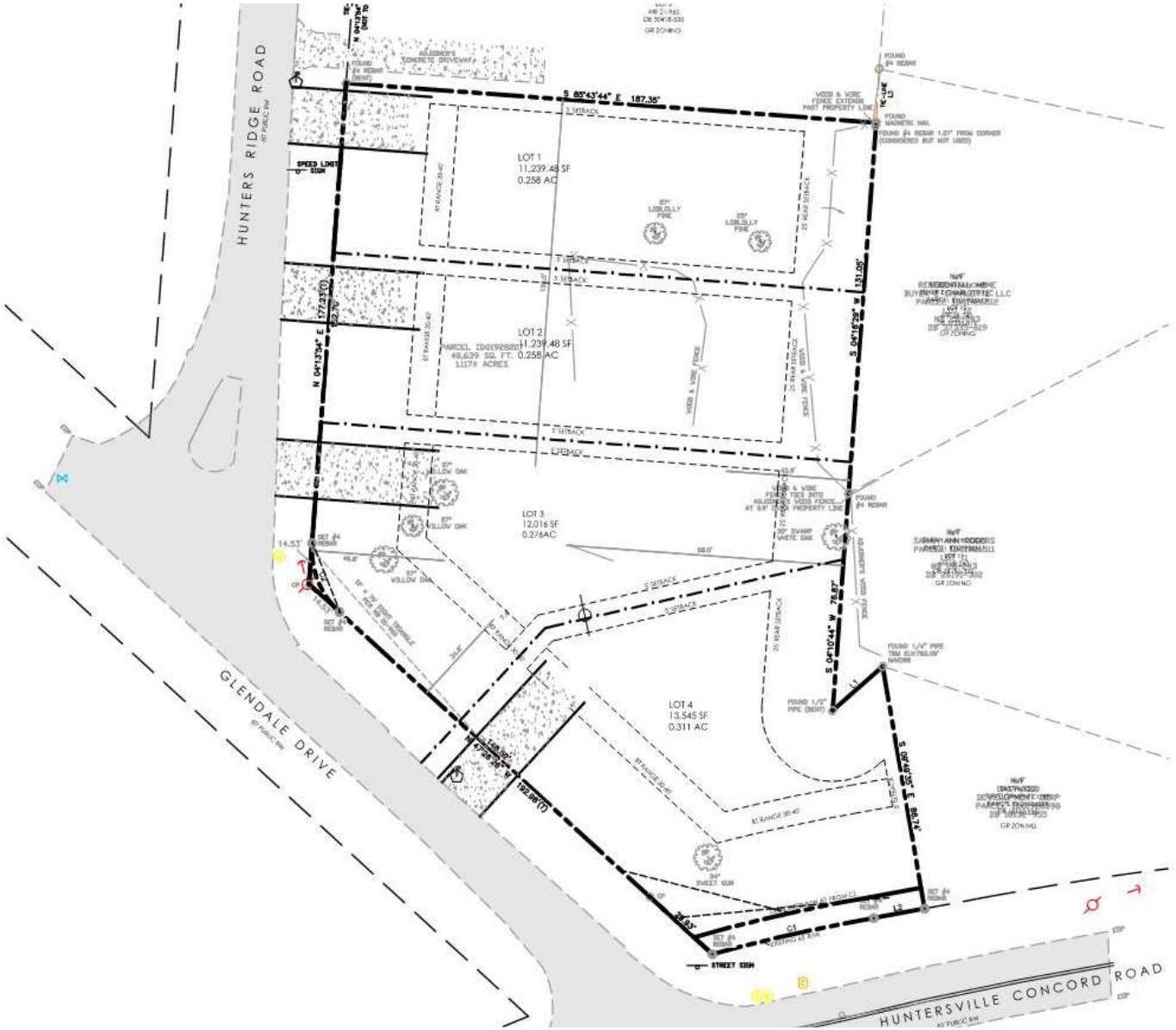
**PHOTO OF SIMILAR HOME*

BROOKLINE HOMES

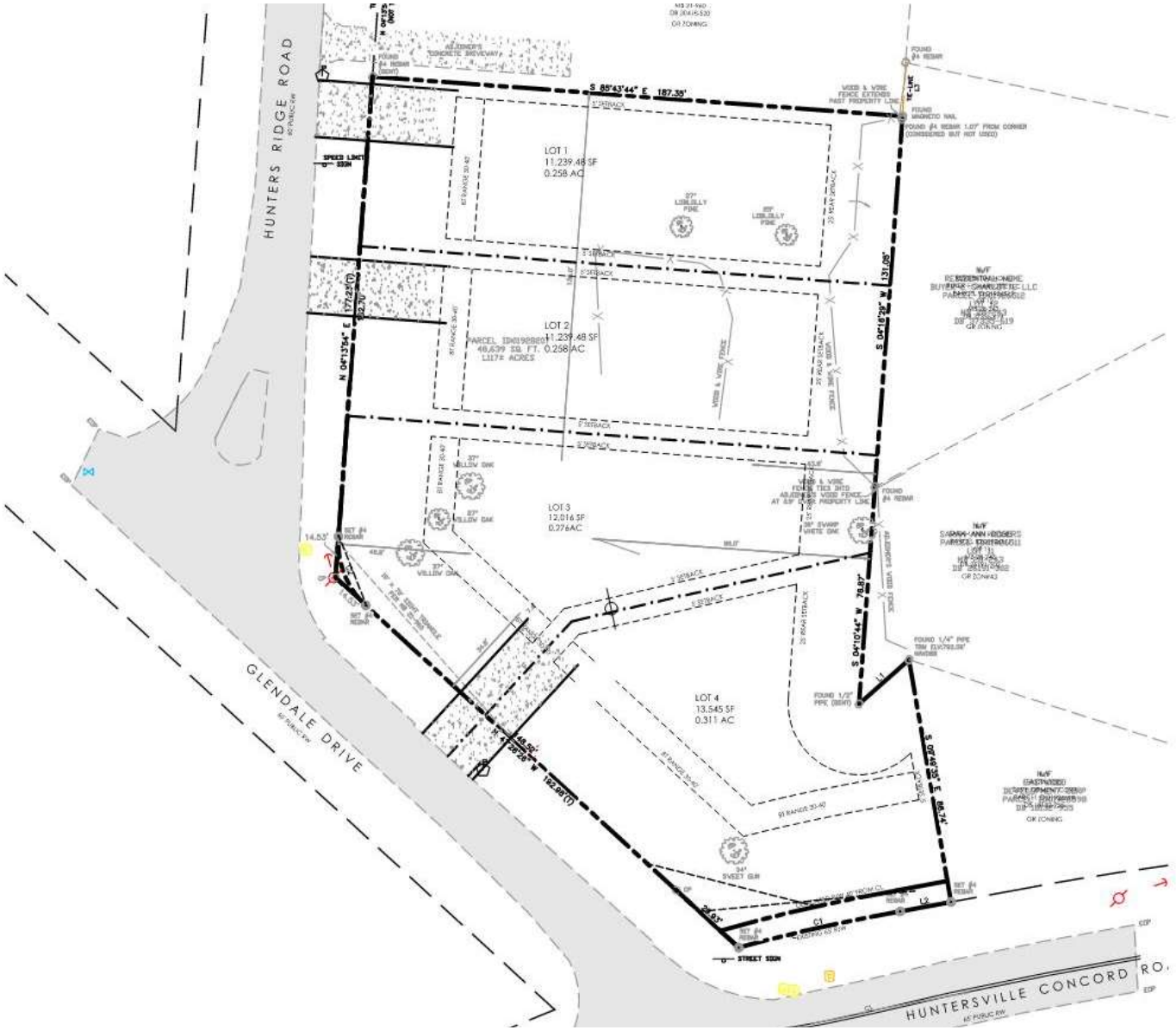
We plan to build 2 story homes with our typical design features of James Hardie Siding, front porches, stone accents, and modern craftsman inspired architecture.


536

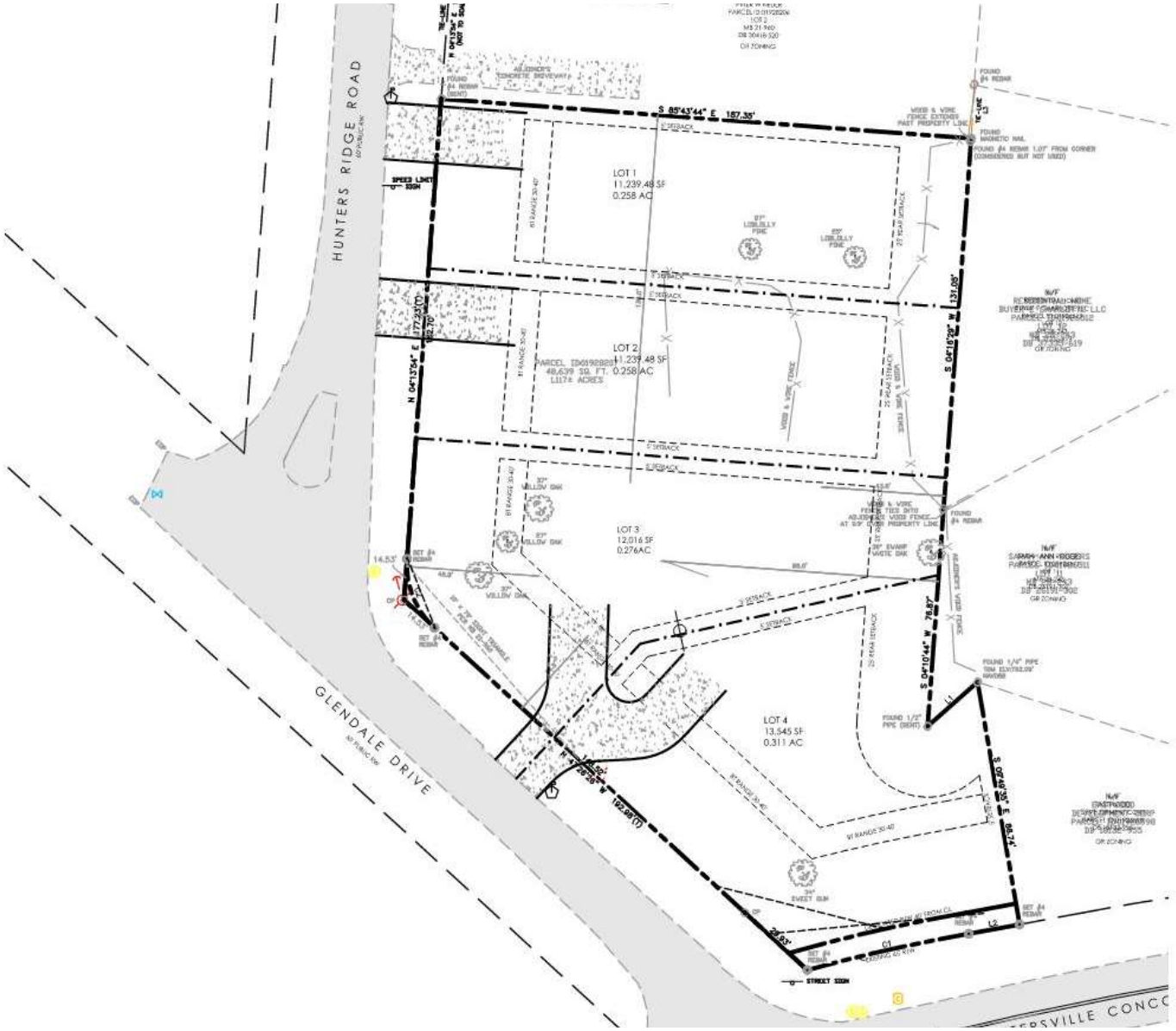
Option 1


HUNTERS RIDGE ROAD
GLENDALE DRIVE
HUNTERSVILLE CONCORD ROAD
LOT 1
11,239.48 SF
0.258 AC
LOT 2
11,239.48 SF
0.258 AC
LOT 3
12,016 SF
0.276AC
LOT 4
13,545 SF
0.311 AC
S 85°43'44" E 187.35'
S 04°16'29" W 131.05'
S 04°10'44" W 76.87'
S 09°49'35" E 86.74'
N 04°13'54" E 177.23'(T)
STREET SIGN

Option 2


HUNTERS RIDGE ROAD
GLENDALE DRIVE
HUNTERSVILLE CONCORD RO.
LOT 1
11,239.48 SF
0.258 AC
LOT 2
11,239.48 SF
0.258 AC
LOT 3
12,016 SF
0.276AC
LOT 4
13,545 SF
0.311 AC
S 85°43'44" E 187.35'
S 04°16'29" W 131.05'
S 04°10'44" W 78.87'
S 09°49'35" E 86.74'
N 04°13'54" E 177.23'(T)
N 47°26'26" W 192.98'(T)
STREET SIGN

Option 3


HUNTERS RIDGE ROAD
GLENDALE DRIVE
LOT 1
11,239.48 SF
0.258 AC
LOT 2
11,239.48 SF
0.258 AC
LOT 3
12,016 SF
0.276AC
LOT 4
13,545 SF
0.311 AC
S 85°43'44" E 157.35'
S 04°18'29" W 131.05'
S 04°10'44" W 76.87'
N 04°13'54" E 172.33'(T)
N 47°26'28" W 192.98'(T)
S 09°49'35" E 88.74'
STREET SIGN

IRVIN LAW GROUP

office: 19726 ZION AVENUE, CORNELIUS, NC 28031
mailing: P.O. BOX 2376, DAVIDSON, NC 28036
p: 704.896.0820 f: 704.896.0875

EXHIBIT
9B-1

March 5, 2026

Via Email

The Honorable Mayor and
Board of Commissioners of the Town of Huntersville
Brian Richards, Planning Director
Huntersville Town Hall
14704 N Old Statesville Rd
Huntersville, North Carolina 28078

RE: Rezoning Petition R*25-16 Knox Crossing* ("Application"); WLA Enterprises, Inc. ("Applicant")

Dear Mayor, Commissioners and Brian:

The purpose of this letter is to respectfully request that action on the above referenced Application be deferred to the April 21, 2026 Town Board meeting. Applicant requests this deferral in order to address additional comments.

We appreciate your consideration of this request.

Very truly yours,

Susan Irvin

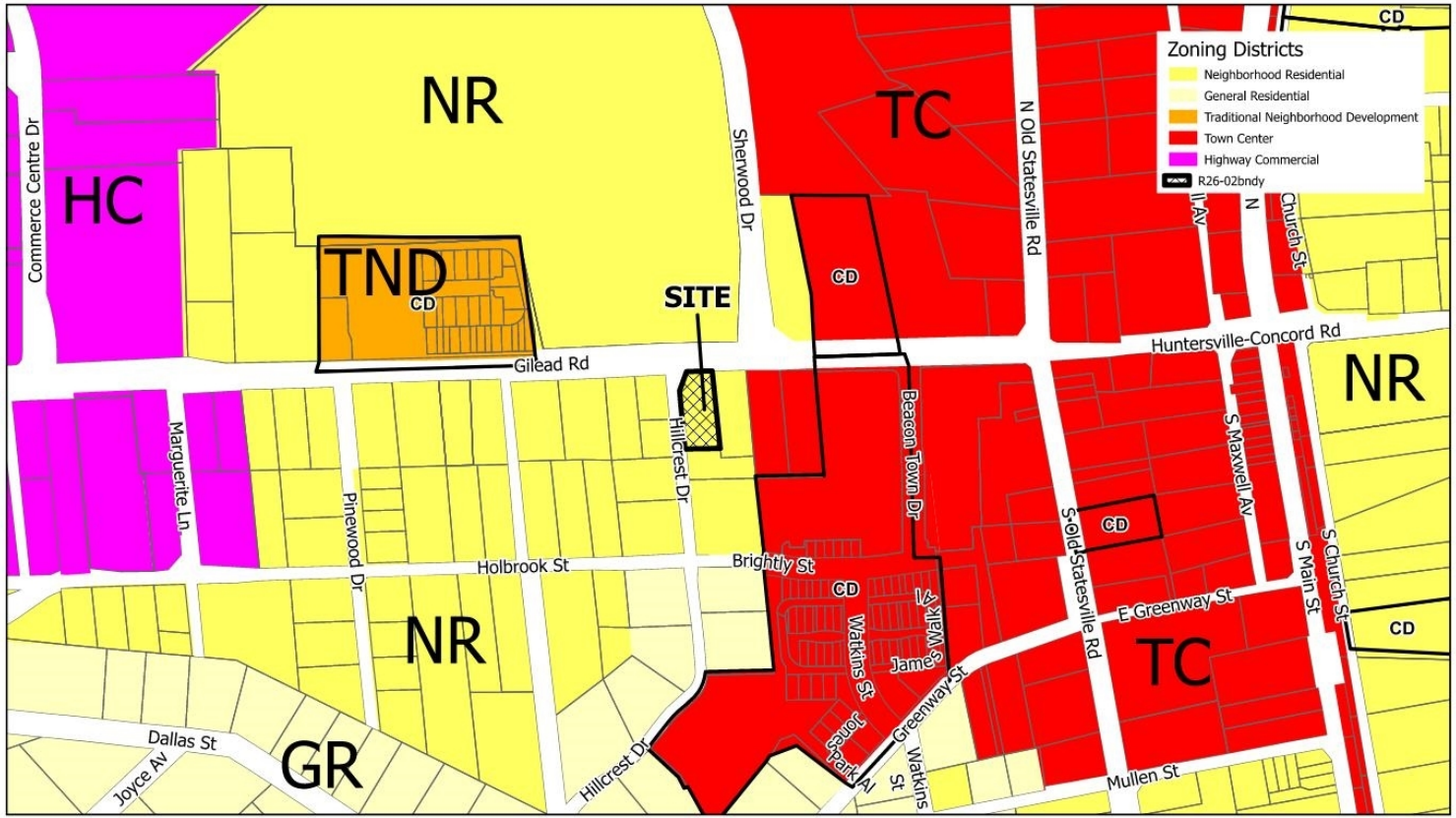
cc: Kevin Rogers, WLA Enterprises, Inc.
Brad Priest, Assistant Planning Director

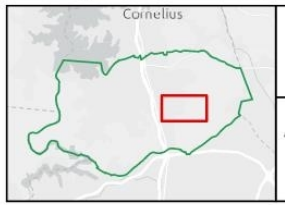
EXHIBIT
9C-1

Rezoning 26-02
121 Gilead
General Rezoning

March 3, 2026

Town of Huntersville
NORTH CAROLINA





R26-02 Gilead General Rezoning

Applicant: HFH Investments +/- .397 Acres

Proposed Zoning: TC Parcel: 01711623

Town of Huntersville NORTH CAROLINA

N

0 0.04 0.09 Mi



Huntersville
Huntersville
Huntersville
Post Office
Commercial
School
Approved Mixed Use
Commercial
Office
Office
Office
Office
Approved MF
Office
Mixed Use
Office
Office
Office
Office
Comm
Mixed Use
Mixed Use
Gilead Rd
Marguerite Ln
Holbrook St
Brightly St
Beacon Town Dr
115
400 - 407
300 - 399
200 - 299
116 - 199
108 - 115
100 - 107
100 - 199
100 - 199
100 - 199
100 - 299
300 - 399
300 - 393
394 - 425
200 - 299
426
499
14500 - 14691



Town Core

The Town Core designation includes a variety of neighborhoods containing a mix of residential housing types, including single-family homes, townhomes, and apartments. Their design focuses on traditional neighborhood planning principles, including short blocks, connected streets, streetscape standards, and other features that improve walkability. These areas are denser than the "Moderate Density" and "Residential Edge" character areas and may include non-residential development as specified in small area plans and at other sites that meet locational criteria.





Mixed-Use Centers

Mixed-Use Centers contain vertical mixed-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.). Downtown has specific requirements for streetscape and development intensity, including a maximum first floor footprint.

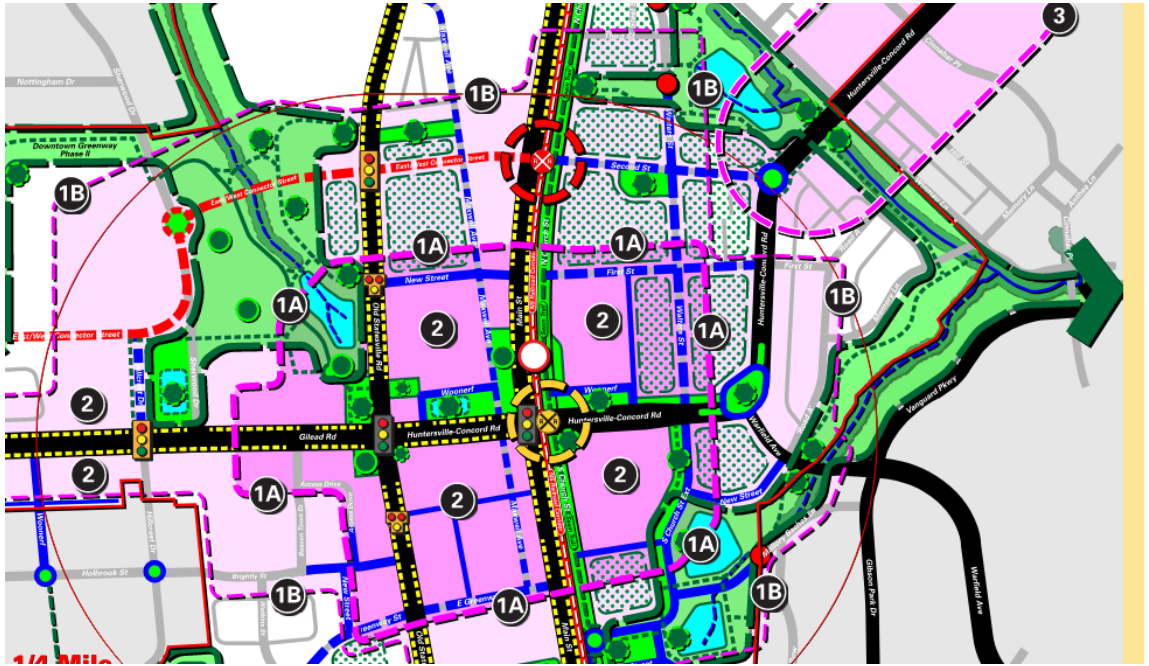


Downtown - Tier 1

Encourage commercial, office and/or residential. Shopfronts, urban workplaces and apartment buildings are allowed. Generally 2-4 stories.

Downtown - Tier 2

Generally 2-3 stories. Predominately residential with some small-scale commercial and/or office. Reuse of structures on main roads. Residential can include townhomes, duplexes, triplexes, quadplexes, and urban single-family home types, including alley-loaded bungalows, pocket neighborhoods and cottage courts.



Area B. The Primary Gathering Area is expanded as the approximate 1/4-Mile walkable district to encompass several blocks on both sides of NS Railroad Corridor, and extend along Gilead Rd between the West Gateway and Downtown Core.

2. New Commercial Development is limited to feasible locations within the Primary Gathering Area.

   Note: This does mean that the entire Primary Gathering Area (A or B) would or should contain Commercial Development.

3. Secondary Gathering Areas are focused around the North, South, East and West Downtown Gateways.

4. New Commercial Development is limited to locations within the Secondary Gathering Areas defined in each Downtown Gateway.

General Note: Opportunities for convening outdoor activities and events (Post-COVID) within unique gathering areas should be provided including, but not limited to elevated parking decks, roof tops, and open air adaptive structures and venues.

Consistency with 2040 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.
- LU 6.2: Commercial uses are encouraged in the Town Core
- LU 6.3: Small scale, neighborhood-serving commercial and office uses may be allowed in Town Core
- EV 1.2: Focus economic development in areas that support growth.
- EV 2.2: Leverage Downtown as a unique destination
- EV 2.3: Attract businesses to Downtown

Rezoning Criteria

- Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.

- Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.

- The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.

Staff Recommendation

Staff recommends approval of the rezoning application as the Town Center (TC) district is consistent with envisioned development patterns in the 2040 Community Plan & 2022 Downtown Plan. The General Rezoning is consistent with policies LU 6.1, 6.2, EV 1.2, 2.2, 2.3 and the Gathering Principle of the 2022 Downtown Master Plan.

Timeline

- Public Hearing
  March 3, 2026
- Planning Board Recommendation
  March 24, 2026
- Town Board Final Action
  April 21, 2026

*Correction/Update from Staff Report

Thank You

Questions?

Town of Huntersville
NORTH CAROLINA



EXHIBIT
10A-1

Updates to Public Comment and Public Hearing Policy

March 3, 2026

Town of Huntersville
NORTH CAROLINA

Key Updates

- To reflect allocated time (one hour) for public comments and public hearings with mayoral discretion to extend or shorten depending on the length of the agenda.
- To reflect that the spokesperson option is for groups of three (3) or more persons and the maximum speaking time is six (6) minutes.
- Clarified process for declaring a speaker or audience member out of order when disturbing an official meeting.
- Added reference to criminal penalty for disruption of an official meeting.
- Specified and reiterated that rules of decorum are to prevent disruption of official meeting.
- Rearranged sections and wording to achieve a better “flow” of the overall Policy.
- Clarified statutory authority for Policy.

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Resolution of Intent to Close a Portion of North Church Street and Call a Public Hearing

---

EXPLAIN REQUEST:

Resolution of Intent to close a portion of North Church Street and call a public hearing to abandon the closed section.

ACTION RECOMMENDED:

Adopt the Resolution of Intent to Close a portion of North Church Street and Call a Public Hearing

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Exhibit A - Legal Descriptions
2. Sketch - N. Church St Abanadonment Area

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ADOPT THE INTENT TO CLOSE A PORTION OF NORTH CHURCH STREET AND CALL A PUBLIC HEARING FOR MAY 4, 2026 AT 6:00 P.M. AT HUNTERSVILLE TOWN HALL, HUNTERSVILLE, NC 28078

Resolution No. R-2026-1

WHEREAS, the Robert Bowman has filed a petition to close a part of North Church Street in the Town of Huntersville, as further described in Exhibit A - Legal Descriptions; and

WHEREAS, N.C.G.S §160A-299 allows for a municipality to permanently close any street or public alley; and

WHEREAS, N.C.G.S. §160A-299 requires that the Board of Commissioners for the Town of Huntersville (the "Board") first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or public alley; and

WHEREAS, the Board desires to, pursuant to N.C.G.S. §160A-299, declare its intent to close a portion of Thread Ln, as further described in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina as follows:

1. The Town Board resolves that it intends to close a portion of North Church Street, as further described in Exhibit A.
2. The Town Board hereby calls a public hearing on the question of closing a portion of North Church Street to be held at 6:00pm on Monday, the 4th day of May, 2026, at Town Hall, 14704 N Old Statesville Rd, Huntersville, NC, 28078, or location as otherwise designated by the Board.
3. The Clerk of the Board is hereby directed to publish a copy of this Resolution once a week for four successive weeks prior to the public hearing.
4. This Resolution shall be effective as of the date its adoption.

Adopted this 17th day of March, 2026

ATTEST:

Catherine Cook, Deputy Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Exhibit A - Legal Description

Lying And Being In Town Of Huntersville, Mecklenburg County, North Carolina And Being More Particularly Described As Follows:

BEGINNING At A Control Corner, Said Control Corner Having NC NAD83 (2011) Grid Coordinates N=611,873.53, E=1,451,813.51. Thence N80°24'58"W 20.46’ Feet To A Point. Thence N09°36'00"E 18.12’ Feet To A Point. Thence With A Curve To The Left Radius 65.0’ Feet, A Length Of 29.38’ Feet, A Chord Bearing N03°20'50"W, And Chord Distance Of 29.13’ Feet To A Point In The Right-Of-Way Of The Norfolk Southern Railway.

Thence With Said Right-Of-Way Of The Norfolk Southern Railway 7 Courses And Distances As Follows:

N07°04'19"E 34.10’ Feet To A Point;
Thence N06°13'54"E 36.79’ Feet To A Point;
Thence N04°20'44"E 23.71’ Feet To A Point;
Thence N02°26'47"E 21.04’ Feet To A Point;
Thence N00°52'47"E 68.39’ Feet To A Point;
Thence N01°34'59"E 62.68’ Feet To A Point;
Thence N01°44'00"E 43.21’ Feet To A Point In The Right-Of-Way Of Fourth Street Per MB:76 PG:828.

Thence With The Right-Of-Way Of Fourth Street S87°33'07"E 60.85’ Feet To A Point. Thence Leaving The Right-Of-Way Of Fourth Street S09°35'02"W 342.40’ Feet Back To The Point Of BEGINNING And Containing 0.30 Acres.


SEAGLE ST
0 1530 60 Feet
N
50'-0"
FOURTH ST
Railroad Easement
Total Area to be Abandoned
13,043 SF (0.30 AC)
N. MAIN ST
N. CHURCH ST
Abandonment of Local Road

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Subject: Resolution of Intent to a Close a Portion of West Church Street and Call a Public Hearing

---

EXPLAIN REQUEST:

Resolution of Intent to a close a portion of West Church Street and call a public hearing to abandon and recombine the area.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit A - Legal Descriptions W. Church St
2. Signed Plat Exhibit - West Church Street
3. Sketch - West Church St Abandonment Area

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE A PORTION OF WEST CHURCH STREET.

Resolution No. R-2026-2

WHEREAS, N.C.G.S. §160A-299 allows for municipality to permanently close any street or public alley; and

WHEREAS, N.C.G.S. §160A-299 requires that the Board of Commissioners for the Town of Huntersville (the "Board") first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or public alley; and

WHEREAS, the Board desires to, pursuant to N.C.G.S. §160A-299, declare its intent to close a portion of West Church Street, as further described in Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board resolves that it intends to close a portion of West Church Street, as further described in Exhibit A.
2. The Town Board hereby calls a public hearing on the question of closing a portion of West Church Street to be held at 6:00pm on Monday, the 4th day of May, 2026, at Town Hall, 14704 N. Old Statesville Road, Huntersville, NC, 28078, or location as otherwise designated by the Board.
3. The Clerk of the Board is hereby directed to publish a copy of this Resolution once a week for four successive weeks prior to the public hearing.
4. This Resolution shall be effective as of the date its adoption.

Adopted this 17th day of March, 2026

ATTEST:

Catherine Cook, Deputy Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A - LEGAL DESCRIPTIONS
W. CHRUCH ST

RIGHT-OF-WAY ABANDONMENT DESCRIPTION:

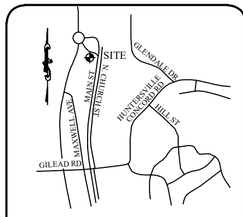
BEING A PORTION OF WEST CHURCH STREET HAVING A VARIABLE PUBLIC DEDICATED RIGHT-OF-WAY AS RECORDED IN MAP BOOK 76, PAGE 299 AND AS SHOWN ON PLANS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, PROJECT NO. U-5908, ALL RECORDED IN THE MECKLENBURG COUNTY REGISTER OF DEEDS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND #4 REBAR LOCATED ON THE NORTHERLY VARIABLE PUBLIC RIGHT-OF-WAY OF WEST CHURCH STREET; HAVING N.C. NAD 83(2011) GRID COORDINATES OF N=611,970.96' AND E=1,451,396.71'; THENCE LEAVING SAID #4 REBAR AND ALONG WITH THE NORTHERLY VARIABLE PUBLIC RIGHT-OF-WAY OF WEST CHURCH STREET N 89°47'47" E A DISTANCE OF 15.96' TO A FOUND #4 REBAR; SAID #4 REBAR BEING A COMMON CORNER OF THE TOWN OF HUNTERSVILLE (MB 76, PG 299) LOT 2 AND THE NORTHERLY VARIABLE PUBLIC RIGHT-OF-WAY OF WEST CHURCH STREET; SAID #4 REBAR ALSO BEING THE POINT OF BEGINNING; THENCE ALONG WITH THE WEST CHURCH STREET RIGHT-OF-WAY ABANDONMENT AND THE TOWN OF HUNTERSVILLE N 21°48'38" E A DISTANCE OF 31.00' TO A FOUND #4 REBAR; THENCE S 82°54'28" E A DISTANCE OF 114.22' TO A FOUND #4 REBAR; THENCE LEAVING SAID #4 REBAR AND ALONG WITH THE NORTHERLY VARIABLE PUBLIC RIGHT-OF-WAY OF WEST CHURCH STREET THE FOLLOWING THREE (3) CALLS:

1. S 09°03'32" W A DISTANCE OF 21.47' TO A FOUND NCDOT R/W DISC;
2. S 77°24'40" W A DISTANCE OF 35.71' TO A FOUND NCDOT R/W DISC;
3. N 80°37'18" W A DISTANCE OF 87.81' TO A FOUND #4 REBAR;

SAID #4 REBAR BEING THE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 3,598 SQUARE FEET, OR 0.083 ACRES, MORE OR LESS AND AS SHOWN ON A SURVEY BY PROFESSIONAL PROPERTY SURVEYORS DATED February 25, 2026.

Docusign Envelope ID: 6FCD724C-06C2-4151-A771-B083C1BF40FF



VICINITY MAP
NOT TO SCALE

THE PURPOSE OF THIS PLAT IS TO ABANDON THE PUBLIC RIGHT OF WAY AND TO RECOMBINE WITH PID# 019-012-02 INTO ONE TRACT.

SURVEYORS CERTIFICATE OF SURVEY AND ACCURACY

I, BRIAN K. EVERSOLE, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION DEED DESCRIPTION RECORDED IN BOOKS AND PAGES AS NOTED ON THIS MAP; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOKS AND PAGES AS NOTED ON THIS MAP; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 OR GREATER; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 2nd DAY OF MARCH, A.D., 2026.

NORTH CAROLINA PROFESSIONAL SEAL 3/2/2026 L-4674 LAND SURVEYOR BRIAN K. EVERSOLE

G.S. 47-30 (f)(11)(d)
THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

DocuSigned by: Brian Eversole 52210C019672436
PROFESSIONAL LAND SURVEYOR — L-4674 LICENSE NUMBER

EXEMPT SUBDIVISION/RECOMBINATION PLAT:

THIS PLAT REPRESENTS A DIVISION OF PROPERTY WITHIN THE JURISDICTION OF THE TOWN OF HUNTERSVILLE THAT MAY OR MAY NOT RESULT IN THE CREATION OF TRACTS OF LAND THAT ARE COMPLIANT WITH THE STANDARDS OF THE ZONING AND SUBDIVISION ORDINANCE. IT IS NOT SUBJECT TO THE PROVISIONS OF THE HUNTERSVILLE SUBDIVISION ORDINANCE AND DOES NOT REQUIRE THE APPROVAL OF THE HUNTERSVILLE BOARD OF COMMISSIONERS. HOWEVER ANY FURTHER SUBDIVISION OF THIS PROPERTY MAY BE SUBJECT TO THESE PROVISIONS.

TOWN OF HUNTERSVILLE

DocuSigned by: Brian Richards 91FA413E5150428...
TOWN PLANNER — 3/2/2026 DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

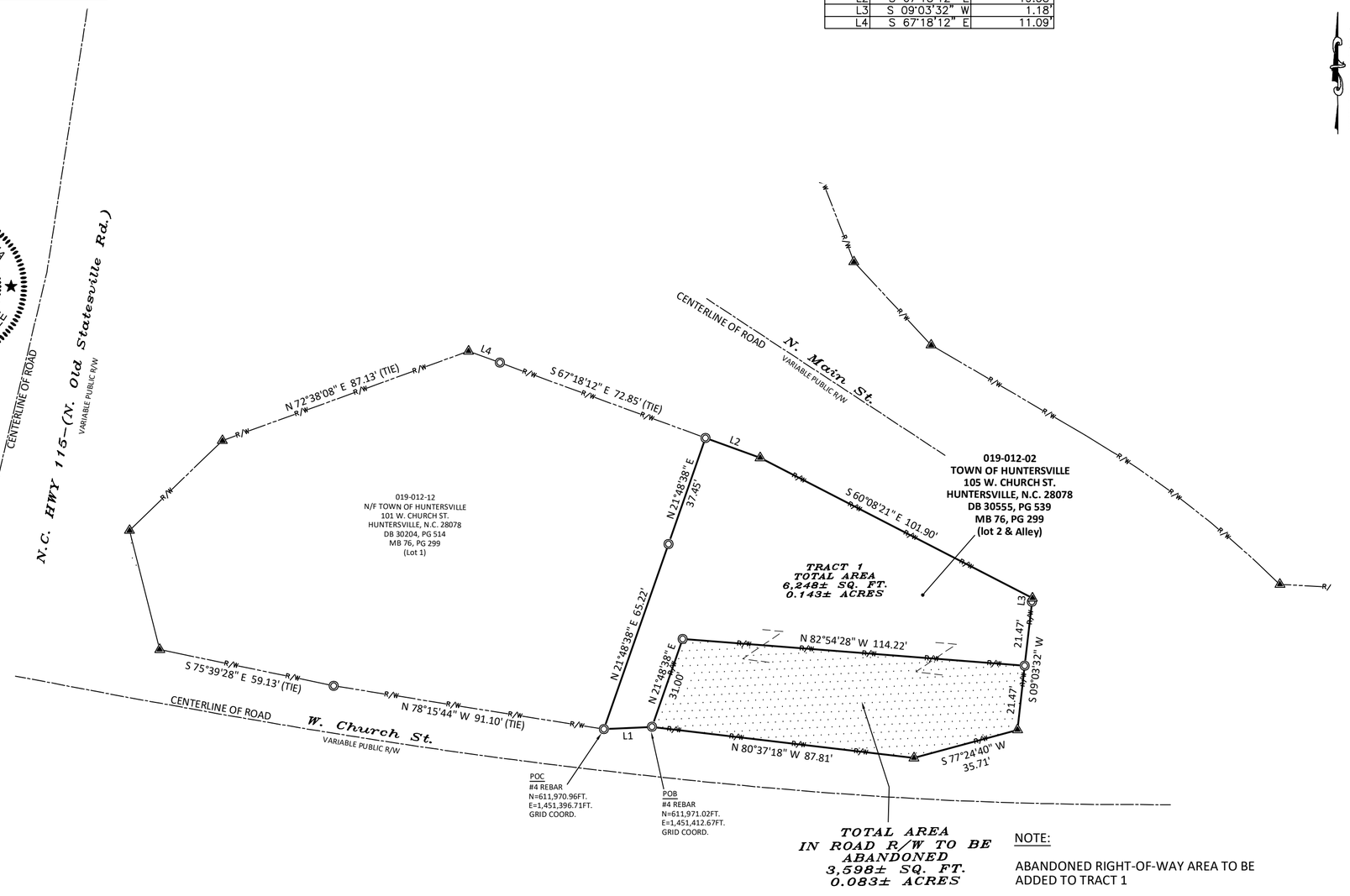
3/2/2026 DATE — Signed by: Anthony Roberts 26D1F8668A3A480... OWNER

DATE — OWNER

REVIEW OFFICER CERTIFICATE:

I, BRIAN RICHARDS REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DocuSigned by: Brian Richards 91FA413E5150428...
REVIEW OFFICER — 3/2/2026 DATE



LINE	BEARING	DISTANCE
L1	N 89°47'47" E	15.96'
L2	S 67°18'12" E	19.38'
L3	S 09°03'32" W	1.18'
L4	S 67°18'12" E	11.09'

NOTES

1. NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NSRS 2011) DATUM. GEOID MODEL: CONUS12B. NO NCGS MONUMENT FOUND WITHIN 2,00FT..
2. PROPERTY MAY BE SUBJECT TO OTHER COVENANTS, RESTRICTIONS, EASEMENTS OR RIGHTS-OF-WAY THAT MAY BE OF RECORD.
3. ALL DISTANCES SHOWN ARE SURFACE HORIZONTAL DISTANCES.
4. IRON PINS FOUND OR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
5. ALL AREAS SHOWN HEREON WERE COMPUTED USING THE COORDINATE COMPUTATION METHOD.
6. THE PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA FLOOD INSURANCE RATE MAP - PANEL #3710465100K; EFFECTIVE DATE: 11/16/2018.
7. CONSULT WITH GOVERNING AGENCY FOR PREVAILING LAND DEVELOPMENT AND ZONING REQUIREMENTS PRIOR TO DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS.
8. THIS MAP IS INVALID UNLESS IT BEARS THE ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
9. ROAD CENTERLINE INFORMATION TAKEN FROM MECKLENBURG COUNTY GEOSPATIAL DATA SHAPE FILE.

ZONING:

ZONING RESTRICTIONS AS PER ZONING ORDINANCE: SUBJECT PROPERTY ZONED: NR (NEIGHBORHOOD RESIDENTIAL)

MINIMUM SETBACK: 10' MIN. AND 25' MAX. BUILD TO LINE
MINIMUM SIDE YARD: 5'
MINIMUM REAR YARD: 25'

FOR FURTHER INFORMATION CONTACT THE TOWN OF HUNTERSVILLE ZONING DEPARTMENT AT 704-875-7000.

LEGEND

- #4 REBAR FOUND
- #4 REBAR SET
- COMPUTED POINT (NOT SET)
- NCDOT R/W DISC FOUND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
R/W RIGHT OF WAY

- SUBJECT PARCEL
- SUBJECT PARCEL INSIDE R/W
- STREET RIGHT OF WAY
- ADJACENT PARCEL
- TIE LINE

Graphic Scale
30 15 0 30
Scale of Drawing 1 Inch = 30 Feet

WEST CHURCH STREET RIGHT-OF-WAY ABANDONMENT PLAT

– OWNERS –
THE TOWN OF HUNTERSVILLE
PARCEL ID: 01901202

AS RECORDED IN VARIOUS DEEDS AS REFERENCED HEREIN
THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA
SURVEY DATE: 02-25-2026 PLAT DATE: 02-25-2026
SCALE 1" = 30' SHEET 1 OF 1

Professional Property Surveyors Inc.
Firm License:C-3666
18335 Old Statesville Rd. Suite A
Cornelius, N.C. 28031
(704) 765-5134 Phone/Fax


115
N Old Statesville Rd
14930-0
12000-12075
Fourth St
12076-1
14932-0
N Old Statesville Rd
14928-0
14926-0
Huntersville
N Old Statesville Rd
14920-14925
N Main St
50-99
13000-13699
100-199
W Church St
Area to be Abandoned
14916-14919
115
2-49

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Stephen Trott, Director of Engineering

Subject: NCDOT NC 73 Parcel Property Acquisition

EXPLAIN REQUEST:

NCDOT Property Acquisition on Town owned parcel 00938113 related to the R-5721B Project

ACTION RECOMMENDED:

Accept offer of $90,675.

FINANCIAL IMPLICATIONS:

Increase revenue in General Fund Balance by $90,675.

ATTACHMENTS:

1. Exhibit A Resolution Conveyance to NCDOT NC 73 Legal Description
2. Exhibit A Survey Resolution Conveyance to NCDOT NC 73 Survey
3. Exhibit B NCDOT Offer Letter
4. NCDOT Property Acquistion Exhibit
5. Draft Deed

RESOLUTION OF THE TOWN OF HUNTERSVILLE APPROVING CONVEYANCE OF PROPERTY TO NCDOT PURSUANT TO N.C.G.S. 160A-274

Resolution No. R-2026-4

WHEREAS, the Town of Huntersville (the "Town") owns certain real property located along NC 73 (West Catawba Avenue) as described on Exhibit A and the survey attached hereto and incorporated herein, that was conveyed to the Town in that deed recorded in Deed Book 39985 at Page 212 of the Mecklenburg County Registry, being more particularly described on Exhibit A hereto; and

WHEREAS, the North Carolina Department of Transportation ("NCDOT") has requested the Town sell a portion of the Property as a right of way, in addition to granting a Permanent Utility Easement and a Temporary Construction Easement as described on Exhibit A; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes the Town to sell to any other governmental unit any interest in real property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the Huntersville Board of Commissioners (the "Board") desires to convey the above-described property in accordance with the terms of the Offer Letter submitted by NCDOT attached hereto and incorporated herein as Exhibit B, for the purpose of transportation improvements beneficial to the Town's residents and visitors (the "Right of Way"), that portion of the Property to be sold in fee simple and is described on Exhibit A; and

WHEREAS, the Town desires to grant to NCDOT a Permanent Utility Easement and a Temporary Construction Easement, on a portion of the Property for the purpose of a transportation improvements beneficial to the Town's residents and visitors (the "Easements"), that portion of the Property subject to the Easements is described on Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board hereby approves the conveyance of the above-described property to NCDOT for the purpose of building the Right of Way in accordance with the submitted Offer Letter.

2. The Board hereby approves the Permanent Utility Easement and Temporary Construction Easement as described in the submitted Offer Letter.

3. The Town Manager and Town Attorney are hereby authorized to take necessary actions and to execute such documents as may be necessary to complete the conveyance of the property as approved herein.

Adopted this 17th day of March, 2026

ATTEST:

Catherine Cook, Deputy Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Exhibit A

That certain property located in Huntersville Township, Mecklenburg County, North Carolina, which is particularly described as follows and as shown on the survey map attached hereto and incorporated herein:

Point of beginning being N 60^19'47.2" E, 173.801 feet from -L- Sta 337+00 thence to a point on a bearing of N 45^27'27.6" W 27.089 feet thence to a point on a bearing of N 45^27'27.6" W 30.003 feet thence along a curve 146.436 feet and having a radius of 2097.773 feet. The chord of said curve being on a bearing of S 43^18'50.5" W, a distance of 146.407 feet thence to a point on a bearing of S 41^18'51.3" W 84.858 feet thence to a point on a bearing of S 5^16'54.3" W 33.999 feet thence to a point on a bearing of S 5^16'54.3" W 78.322 feet thence to a point on a bearing of N 39^7'44.7" E 184.513 feet thence to a point on a bearing of N 41^25'10.9" E 39.919 feet thence along a curve 94.558 feet and having a radius of 1581.500 feet. The chord of said curve being on a bearing of N 43^7'57.2" E, a distance of 94.544 feet returning to the point and place of beginning. Having an area of approximately 0.377 acres.

IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Permanent Utility Easement described as follows:

Point of beginning being N 60^19'47.2" E, 173.801 feet from -L- Sta 337+00 thence along a curve 94.558 feet and having a radius of 1581.500 feet. The chord of said curve being on a bearing of S 43^7'57.2" W, a distance of 94.544 feet thence to a point on a bearing of S 41^25'10.9" W 39.919 feet thence to a point on a bearing of S 39^7'44.7" W 184.513 feet thence to a point on a bearing of S 5^16'54.3" W 82.707 feet thence to a point on a bearing of N 38^2'13.1" E 343.767 feet thence to a point on a bearing of N 38^2'13.1" E 40.811 feet thence to a point on a bearing of N 45^27'27.6" W 30.677 feet returning to the point and place of beginning. Having an area of approximately 0.329 acres.

The DEPARTMENT shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Utility Easement area(s).

A Permanent Utility Easement (PUE) in perpetuity for the installation and maintenance of utilities as described below. The DEPARTMENT and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said utility easement area(s) a utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said utility easement area(s) for the purpose of inspecting said utility line or lines and making all necessary repairs and alterations thereon: together with the right to cut away and keep clear of said utility line or lines, all trees and other obstructions inside the utility easement area(s) and to cut, fell and remove any and all trees on the premises that are or may become tall enough, in the DEPARTMENT'S, its agents, or assigns' opinion, to endanger a line or other facility within the utility easement area(s) ("Danger Trees"). The DEPARMENT and its agents or assigns shall also have the right to access the utility easement area(s) and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that such access to the utility easement area(s) and Danger Trees from outside of the utility easement area(s) shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access.

The DEPARTMENT'S acquisition of the Permanent Utility Easement(s), by itself, does not constitute new control of access (C/A) pursuant to N.C.G.S. §§ 136-89.51 or 136-89.52. Further, this easement does not allow the DEPARTMENT or any utility to prevent the landowner from accessing the easement or the remainder of the property outside the easement. Upon completion and acceptance by the DEPARTMENT of

the above-described project, no utilities, appurtenances, or work performed by a utility or other assigns pursuant to the rights granted under the easement within the Permanent Utility Easement(s), shall be added or modified in a manner that interferes with the underlying fee owner's existing points of ingress, egress, and parking, unless appropriate substitute access or parking is provided or the DEPARTMENT provides just compensation for the taking of those rights. If existing points of ingress or egress do not exist, or if additional points of ingress or egress are desired, nothing in this easement prohibits the underlying fee owner from applying for a driveway permit from the DEPARTMENT in the ordinary course. A court of competent jurisdiction shall at all times retain the authority to determine whether the DEPARTMENT or its agents or assigns have exceeded the scope of the rights granted under the easement.

Temporary Construction Easement described as follows:
Point of beginning being N 78^37'35.5" E, 158.824 feet from -L- Sta 337+00 thence along a curve 32.966 feet and having a radius of 1540.000 feet. The chord of said curve being on a bearing of N 44^8'18.3" E, a distance of 32.966 feet thence to a point on a bearing of N 12^7'16.5" E 3.246 feet thence to a point on a bearing of N 45^27'27.6" W 9.071 feet thence to a point on a bearing of S 38^2'13.1" W 40.811 feet thence to a point on a bearing of S 82^29'37.0" E 8.042 feet returning to the point and place of beginning. Having an area of approximately 0.008 acres.

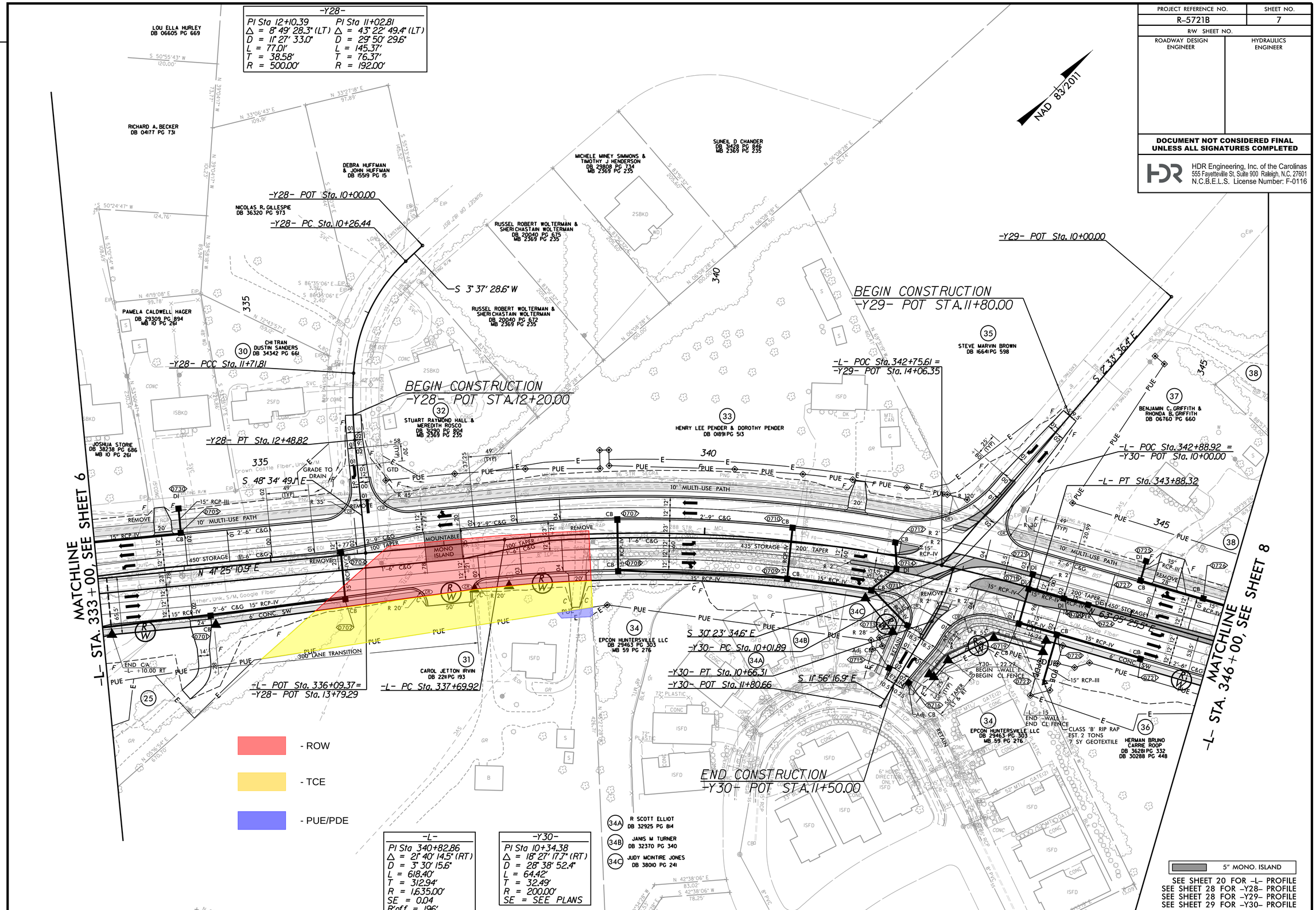
The underlying fee owner retains the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, provided that such use does not unreasonably interfere with the rights granted to the DEPARTMENT in this document. For example, it shall not be unreasonable for the fee owner to safely use the Temporary Easement area(s) to access the easement area or the remainder of the property, or for parking. This temporary easement(s) shall expire upon completion and acceptance of the aforementioned project.

This Exhibit A to the Resolution also includes the survey map by HDR Engineering, Inc. of the Carolinas with a Project Reference Number R-5721B Sheet No. 7 showing a date of December 5, 2025.

PROJECT REFERENCE NO.	SHEET NO.
R-5721B	7
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

HDR Engineering, Inc. of the Carolinas
555 Fayetteville St, Suite 900 Raleigh, N.C. 27601
N.C.B.E.L.S. License Number: F-0116



-L-
PI Sta 340+82.86
Δ = 21° 40' 14.5" (RT)
D = 3° 30' 15.6"
L = 618.40'
T = 312.94'
R = 1,635.00'
SE = 0.04
R'off = 196'

-Y30-
PI Sta 10+34.38
Δ = 18° 27' 17.7" (RT)
D = 28° 38' 52.4"
L = 64.42'
T = 32.49'
R = 200.00'
SE = SEE PLANS

SEE SHEET 20 FOR -L- PROFILE
SEE SHEET 28 FOR -Y28- PROFILE
SEE SHEET 28 FOR -Y29- PROFILE
SEE SHEET 29 FOR -Y30- PROFILE

REVISIONS

ROW REVISION ON 8/16/23: ADJUSTMENTS MADE TO PUE AND TCE DUE TO GUY POCKET CHANGES ON THE PARCELS 33,34,36,37 - JCB
ROW REVISION ON 06/06/24: ADDED PARCEL 34A,34B,AND 34C FOR INDIVIDUAL UNIT OWNERS - JCB
ROW REVISION ON 08/26/24: ADJUSTED TCE ON PARCEL 32 PER ROW FIRM'S REQUEST - JCB

PLOT DRIVER: NCDOT_pdf_color_eng_50.plt PENTABLE: NCDOT_pshpfl.tbl
USER: JBOND DATE: 12/8/2025 TIME: 4:33:18 PM
FILE: ...\R5721B_PSH_07.dgn

SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: Town of Huntersville
P.O. Box 664
Huntersville, NC 28078

DATE: 2/18/2026
TO: Lessee, if Applicable
N/A

TIP/PARCEL NO.: R-5721B 031
COUNTY Mecklenburg
WBS ELEMENT: 50215.2.3
DESCRIPTION: NC 73 – BEATTIES FORD ROAD TO SR 5544 (WEST CATAWBA AVENUE)

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired		$ 32,050.00
Value of Permanent Easements to be Acquired		$ 25,175.00
Value of Temporary Easement (Rental of Land) to be Acquired		$ 250.00
Value of Improvements to be Acquired		$ 13,925.00
Damages, if any, to Remainder (Cost to Cure)		$ 19,275.00
Benefits, if any, to Remainder	minus	$ -0-
TOTAL CONTINGENT OFFER		**$ 90,675.00**

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 39985, page 212, Mecklenburg County Registry, contains approximately 9.575 acres of which approximately 0.377 acres are being acquired as right of way, leaving approximately 9.198 acres remaining on the right with access to NC Hwy 73. Also being acquired is a Permanent Utility Easement containing approximately 0.329 acres and a Temporary Construction Easement containing approximately 0.008 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:
Landscaping, Gravel, Septic System

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: $ N/A . Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Stephen Trott on February 18th 20 26 . Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 919-720-2565.

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

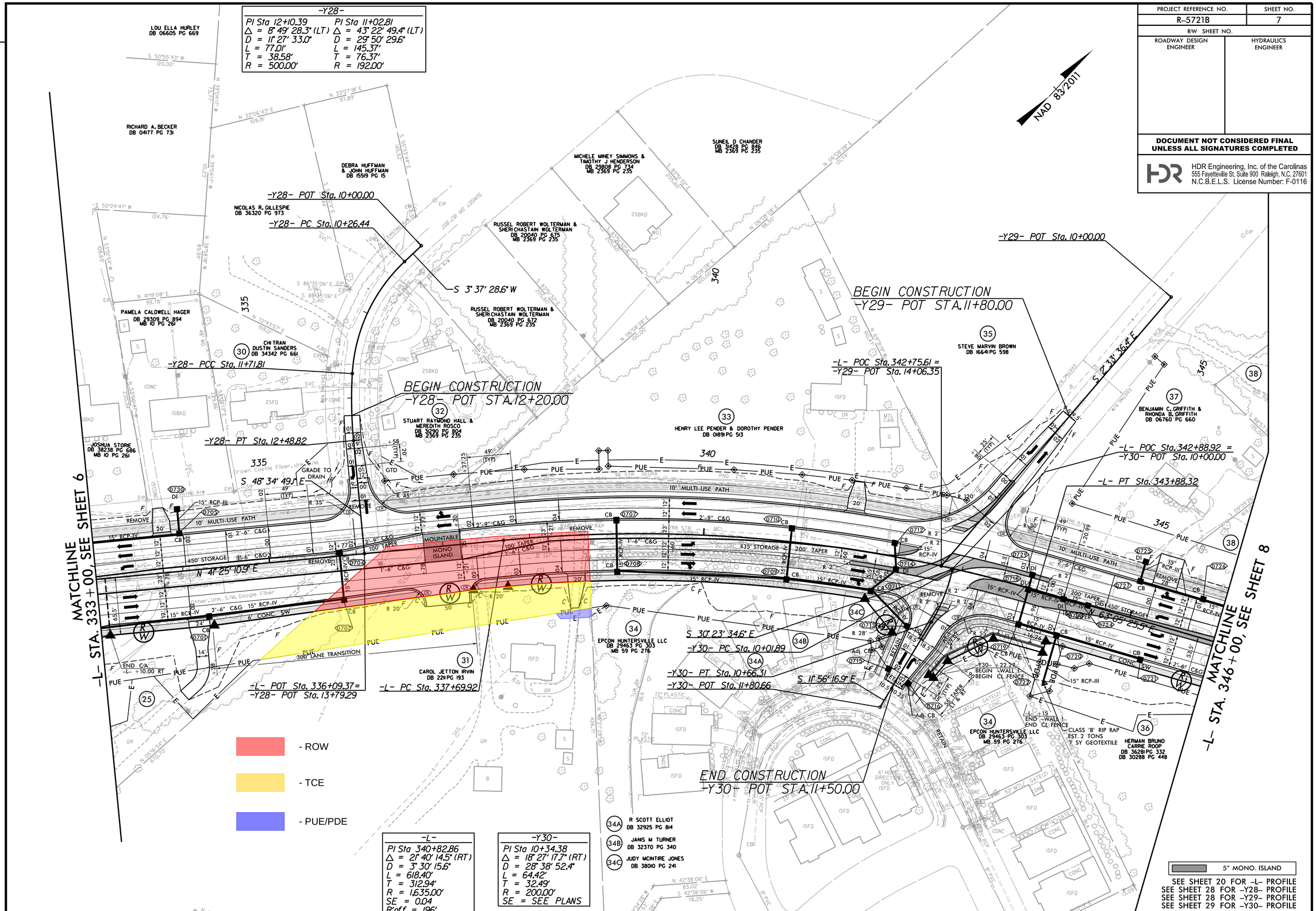
(Signed) Trevor Creech

Trevor Creech - Right of Way Agent

PROJECT REFERENCE NO.	SHEET NO.
R-5721B	7
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

HDR Engineering, Inc. of the Carolinas
555 Fayetteville St, Suite 900 Raleigh, N.C. 27601
N.C.B.E.L.S. License Number: F-0116



REVISIONS

ROW REVISION ON 8/16/23: ADJUSTMENTS MADE TO PUE AND TCE DUE TO GUY POCKET CHANGES ON THE PARCELS 33,34,36,37 - JCB
ROW REVISION ON 06/06/24: ADDED PARCEL 34A,34B,AND 34C FOR INDIVIDUAL UNIT OWNERS - JCB
ROW REVISION ON 08/26/24: ADJUSTED TCE ON PARCEL 32 PER ROW FIRM'S REQUEST - JCB

PLOT DRIVER: NCDOT_pdf_color_eng_50.plt PENTABLE: NCDOT_pshpfl.tbl
USER: JBOND DATE: 12/8/2025 TIME: 4:33:18 PM
FILE: ...\R5721B_PSH_07.dgn

Revenue Stamps $ NTC

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Jason Callicutt CHECKED BY Brett Mitchell

The hereinafter described property ☐ Does ☒ Does not include the primary residence of the Grantor

RETURN TO: Hawke Law, PLLC
1319 Military Cutoff Road, Suite CC #336
Wilmington, NC 28405

NORTH CAROLINA
COUNTY OF Mecklenburg
TAX PARCEL 00938113

TIP/PARCEL NUMBER: R-5721B 031
WBS ELEMENT: 50215.2.3
ROUTE: NC Hwy 73

THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 26 by and between Town of Huntersville, a North Carolina Municipal Corporation
P.O. Box 664
Huntersville, NC 28078

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of $ 90,675.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Huntersville Township, Mecklenburg County, North Carolina, which is particularly described as follows:

Point of beginning being N 60^19'47.2" E, 173.801 feet from -L- Sta 337+00 thence to a point on a bearing of N 45^27'27.6" W 27.089 feet thence to a point on a bearing of N 45^27'27.6" W 30.003 feet thence along a curve 146.436 feet and having a radius of 2097.773 feet. The chord of said curve being on a bearing of S 43^18'50.5" W, a distance of 146.407 feet thence to a point on a bearing of S 41^18'51.3" W 84.858 feet thence to a point on a bearing of S 5^16'54.3" W 33.999 feet thence to a point on a bearing of S 5^16'54.3" W 78.322 feet thence to a point on a bearing of N 39^7'44.7" E 184.513 feet thence to a point on a bearing of N 41^25'10.9" E 39.919 feet thence along a curve 94.558 feet and having a radius of 1581.500 feet. The chord of said curve being on a bearing of N 43^7'57.2" E, a distance of 94.544 feet returning to the point and place of beginning. Having an area of approximately 0.377 acres.

IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Permanent Utility Easement described as follows:

Point of beginning being N 60^19'47.2" E, 173.801 feet from -L- Sta 337+00 thence along a curve 94.558 feet and having a radius of 1581.500 feet. The chord of said curve being on a bearing of S 43^7'57.2" W, a distance of 94.544 feet thence to a point on a bearing of S 41^25'10.9" W 39.919 feet thence to a point on a bearing of S 39^7'44.7" W 184.513 feet thence to a point on a bearing of S 5^16'54.3" W 82.707 feet thence to a point on a bearing of N 38^2'13.1" E 343.767 feet thence to a point on a bearing of N 38^2'13.1" E 40.811 feet thence to a point on a bearing of N 45^27'27.6" W 30.677 feet returning to the point and place of beginning. Having an area of approximately 0.329 acres.

The DEPARTMENT shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Utility Easement area(s).

A Permanent Utility Easement (PUE) in perpetuity for the installation and maintenance of utilities as described below. The DEPARTMENT and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said utility easement area(s) a utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said utility easement area(s) for the purpose of inspecting said utility line or lines and making all necessary repairs and alterations thereon: together with the right to cut away and keep clear of said utility line or lines, all trees and other obstructions inside the utility easement area(s) and to cut, fell and remove any and all trees on the premises that are or may become tall enough, in the DEPARTMENT'S, its agents, or assigns' opinion, to endanger a line or other facility within the utility easement area(s) ("Danger Trees"). The DEPARMENT and its agents or assigns shall also have the right to access the utility easement area(s) and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that such access to the utility easement area(s) and Danger Trees from outside of the utility easement area(s) shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access.

The DEPARTMENT'S acquisition of the Permanent Utility Easement(s), by itself, does not constitute new control of access (C/A) pursuant to N.C.G.S. §§ 136-89.51 or 136-89.52. Further, this easement does not allow the DEPARTMENT or any utility to prevent the landowner from accessing the easement or the remainder of the property outside the easement. Upon completion and acceptance by the DEPARTMENT of the above-described project, no utilities, appurtenances, or work performed by a utility or other assigns pursuant to the rights granted under the easement within the Permanent Utility Easement(s), shall be added or modified in a manner that interferes with the underlying fee owner's existing points of ingress, egress, and parking, unless appropriate substitute access or parking is provided or the DEPARTMENT provides just compensation for the taking of those rights. If existing points of ingress or egress do not exist, or if additional points of ingress or egress are desired, nothing in this easement prohibits the underlying fee owner from applying for a driveway permit from the DEPARTMENT in the ordinary course. A court of competent jurisdiction shall at all times retain the authority to determine whether the DEPARTMENT or its agents or assigns have exceeded the scope of the rights granted under the easement.

Temporary Construction Easement described as follows:

Point of beginning being N 78^37'35.5" E, 158.824 feet from -L- Sta 337+00 thence along a curve 32.966 feet and having a radius of 1540.000 feet. The chord of said curve being on a bearing of N 44^8'18.3" E, a distance of 32.966 feet thence to a point on a bearing of N 12^7'16.5" E 3.246 feet thence to a point on a bearing of N 45^27'27.6" W 9.071 feet thence to a point on a bearing of S 38^2'13.1" W 40.811 feet thence to a point on a bearing of S 82^29'37.0" E 8.042 feet returning to the point and place of beginning. Having an area of approximately 0.008 acres.

The underlying fee owner retains the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, provided that such use does not unreasonably interfere with the rights granted to the DEPARTMENT in this document. For example, it shall not be unreasonable for the fee owner to safely use the Temporary Easement area(s) to access the easement area or the remainder of the property, or for parking. This temporary easement(s) shall expire upon completion and acceptance of the aforementioned project.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

The undersigned property owners request that the DEPARTMENT enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

COUNTY: Mecklenburg **WBS ELEMENT:** 50215.2.3 **TIP/PARCEL NO.:** R-5721B 031

It is understood and agreed that the grantor(s) having received compensation through a cost of cure included in the appraisal, to include any and all damages to the existing septic system and /or repair area located on the subject property as a result of the acquisition of right of way/easements and permits associated with the replacement or repair of the existing system. It is further understood and agreed that it shall be the sole responsibility of the Grantor to perform all activity, if applicable, to repair said existing septic system outside of the right of way/easements and the Grantors shall have no further claim against the Department.

It is understood and agreed that the total consideration set forth above shall be made payable to Hawke Law, PLLC and after satisfaction of all taxes, liens, encumbrances on this parcel, the remaining balance shall be disbursed in accordance with the Grantors' directions, and the Grantors shall have no claim against the Department as a result thereof.

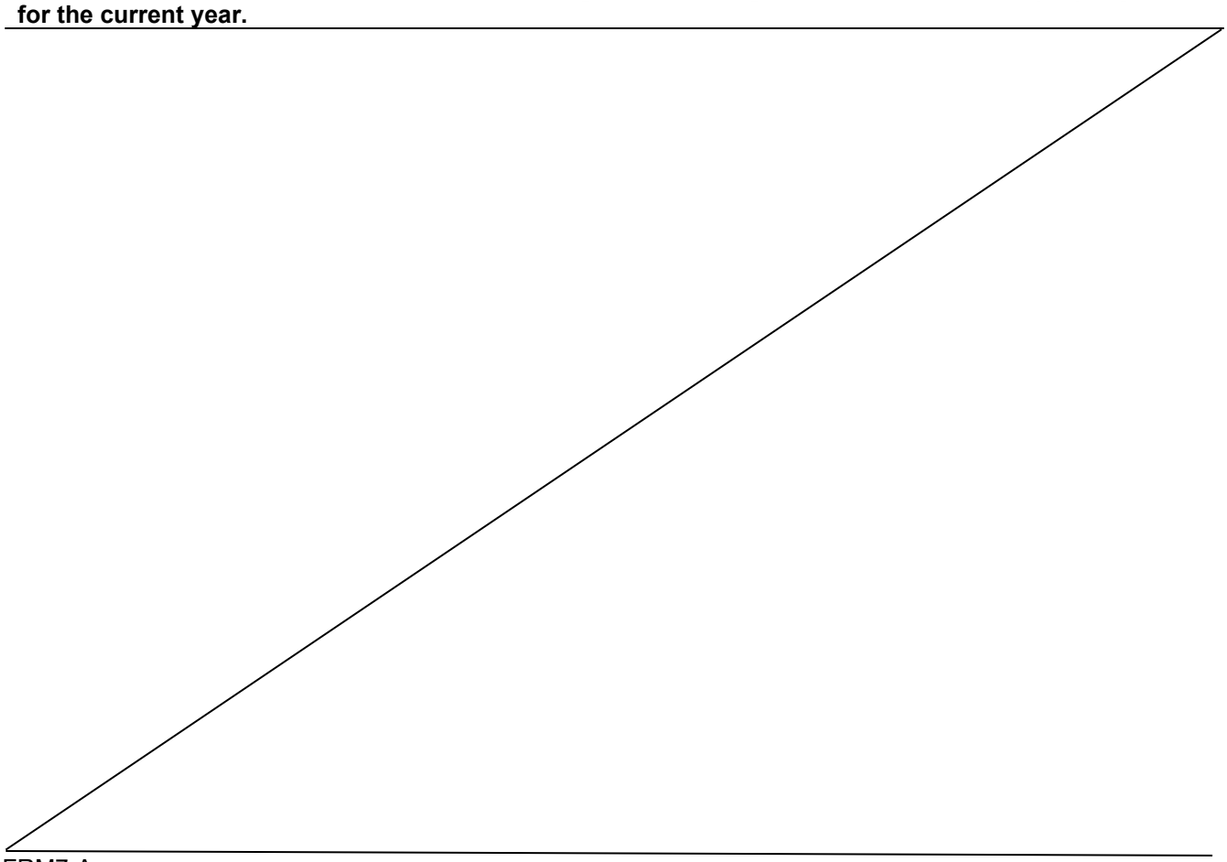
The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Mecklenburg County Registry in Deed Book 39985 Page 212 .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 50215.2.3 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 50215.2.3 , Mecklenburg County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: **Restrictive covenants and easements of record, government regulations and the lien of property taxes for the current year.**



COUNTY: Mecklenburg **WBS ELEMENT:** 50215.2.3 **TIP/PARCEL NO.:** R-5721B 031

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated _____ , has caused this instrument to be signed in its corporate name by its manager, its corporate seal hereto affixed, and attested by its Town Clerk, by order of the Huntersville Town Board of Commissioners this the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Town of Huntersville

(CORPORATE SEAL)

BY: _____
Anthony Roberts Town Manager
Town of Huntersville

ATTEST: _____
Janet Pierson Clerk
Town of Huntersville

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, _____ County I, _____ , a Notary Public for _____ County, North Carolina, certify that Janet Pierson, _____ CLERK of the TOWN of Huntersville, _____ personally came before me this day and being duly sworn, says that she knows the common seal of the TOWN OF Huntersville _____ and is acquainted with Anthony Roberts, TOWN MANAGER of Huntersville and that she Janet Pierson, is the CLERK of the said TOWN of Huntersville and saw the said TOWN MANAGER OF Huntersville sign the foregoing, and the seal of said TOWN of Huntersville was affixed to said instrument by the said Janet Pierson, CLERK of the TOWN of Huntersville all by order of the Town Board of Commissioners of said TOWN of Huntersville and she signed her name in attestation of said instrument, and that the said instrument is the act and deed of the said TOWN of Huntersville . Witness my hand and official seal this the _____ day of _____ , 20 _____ . _____ Notary Public My commission expires: _____

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Martin Starnes Audit Contract

EXPLAIN REQUEST:

The Town bid audit services in fiscal Year 2023 and Martin Starnes was selected. This is the fourth year of the agreement. Staff recommends that we re-engage Martin Starnes & Associates for the 2025-2026 financial audit.

ACTION RECOMMENDED:

Approve FY26 audit contract.

FINANCIAL IMPLICATIONS:

Pay contract amount not to exceed $72,525.

ATTACHMENTS:

1. Town of Huntersville - 2026 Audit Contract

CONTRACT TO AUDIT ACCOUNTS

The Governing Board: Board of Commissioners

of Primary Government Unit: Town of Huntersville, NC

and Discretely Presented Component Unit (DPCU) (if applicable): N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and Auditor Name: Martin Starnes & Associates, CPAs. P.A.

Auditor Address: 730 13th Avenue Drive SE, Hickory NC 28602

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Date Audit Will Be Submitted to LGC
06/30/26	12/31/26

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by "U.S. Auditing Standards – AICPA (Clarified)," referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is $1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit’s (Units’) audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management’s Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor’s opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.

20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Pattie McGinnis	Finance Director, Town of Huntersville	pmcginnis@huntersville.org

OR Not Applicable ☐ *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Huntersville, NC
Audit Fee (financial and compliance if applicable)	**$** 57,825 ($53,325 audit + $4,500 single audit for up to 2 programs)
Fee per Major Program (if not included above)	**$** 4,500 per major program in excess of 2
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	**$** 10,200
All Other Non-Attest Services	**$**
TOTAL AMOUNT NOT TO EXCEED	**$** 68,025 (includes 2 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	**$**
Fee per Major Program (if not included above)	**$**
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	**$**
All Other Non-Attest Services	**$**
TOTAL AMOUNT NOT TO EXCEED	**$**

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs. P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* Amber Y. McGhinnis
Date* 03/06/26	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Town of Huntersville, NC	
Date Governing Board Approved Audit Contract* **(Enter date in box to right)**	
Mayor/Chairperson (typed or printed)* Christy Clark, Mayor	Signature*
Date	Email Address* cclark@huntersville.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	$ 68,025 (includes 2 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Pattie McGinnis, Finance Director	Signature*
Date of Preaudit Certificate*	Email Address* pmcginnis@huntersville.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* **(Enter date in box to right)**	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Preaudit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

DEANDORTON

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of pass.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

May 10, 2024

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Mecklenburg County Property Tax Refund

EXPLAIN REQUEST:

Attached is the Refund report from Mecklenburg County. This report contains one refund totaling $164.25 which includes $6.70 in interest. The refund is the result of the Board of Equalization and Review.

ACTION RECOMMENDED:

Approve refund.

FINANCIAL IMPLICATIONS:

Decrease in revenue of $164.25.

ATTACHMENTS:

1. Huntersville Refund with Interest 26 02 23

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj. #	Adj. Reason	Date of Adj.	Recipient Name	Address	City	State	Zip Code	Payment Date for Interest Calculation	Refund Amount ($)	Total Interest to Pay if mailed on or before 4/1/2026 ($)
2025	0001455146-2025-2025-0000-01	00901129	REI	639475	BER Decision	02/19/2026	ALEXANDER, WILLIS	7736 BABE STILWELL FARM RD	HUNTERSVILLE	NC	28078-8716	1/6/2026	157.55	6.70
												TOTAL	**157.55**	**6.70**

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Lauren Speight, Senior Planner

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

EXPLAIN REQUEST:

Consider a decision 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:

Consider a decision

FINANCIAL IMPLICATIONS:

N/A

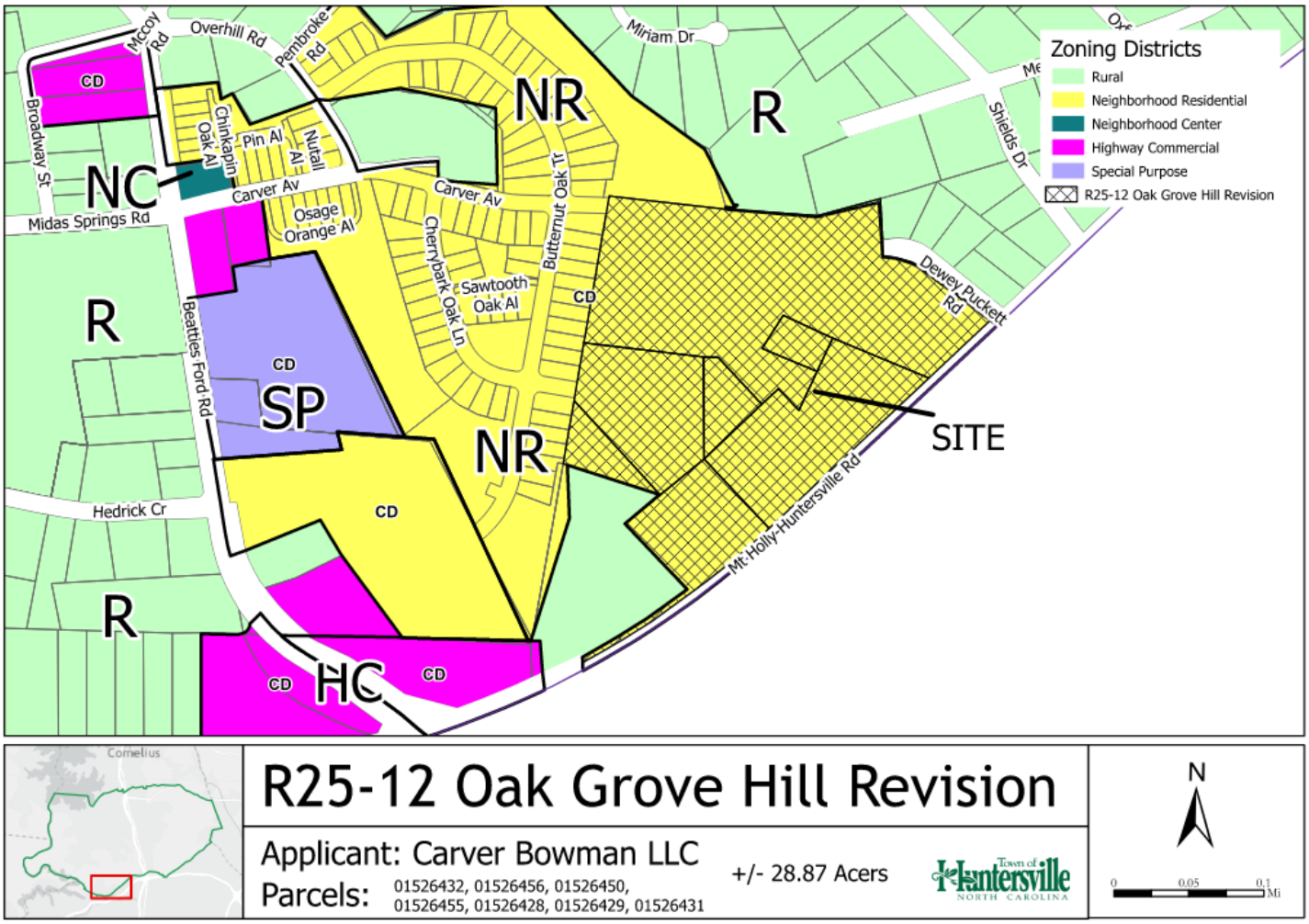
ATTACHMENTS:

1. R25-12 TB FA Staff Report 3.17.2026
2. Oak Grove Phase 3 - Signed General
3. Oak Grove Phase 3 - Power of Authority
4. DRHorton and HOA_Signed Addendum
5. Singh Kang Navdeep_Signed Addendum
6. Taylor_Signed Addendum
7. Aneeta_Auten Lot 2_Signed Addendum
8. Bafna Manish_Signed Addendum
9. Betemit Zanoni_Signed Addendum
10. Cardenas Yolanda Morales_Sigjned Addendum
11. Cole and Meena_Signed Addendum
12. Hill Jordan_Signed Addendum
13. Marrero Jahaira_Signed Addendum
14. Moises Varillas_Signed Addendum

15. Pugh Angela_Signed Addendum
16. RuizPaul_Signed Addendum
17. 2025-10-29 Oak Grove Hill Rezoning Plan
18. Neighborhood Meeting Package
19. OGH Modification Letter
20. Draft Deed Restrictions
21. OGH UOS and Existing House Design

Petition 25-12
Oak Grove Hill Revision 3

PART 1: PROJECT SUMMARY



1. Purpose: Rezone +/- 66.92 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. 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. The rezoning area is proposed for 157 single-family detached homes. More context for the development is provided in the following section.
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.

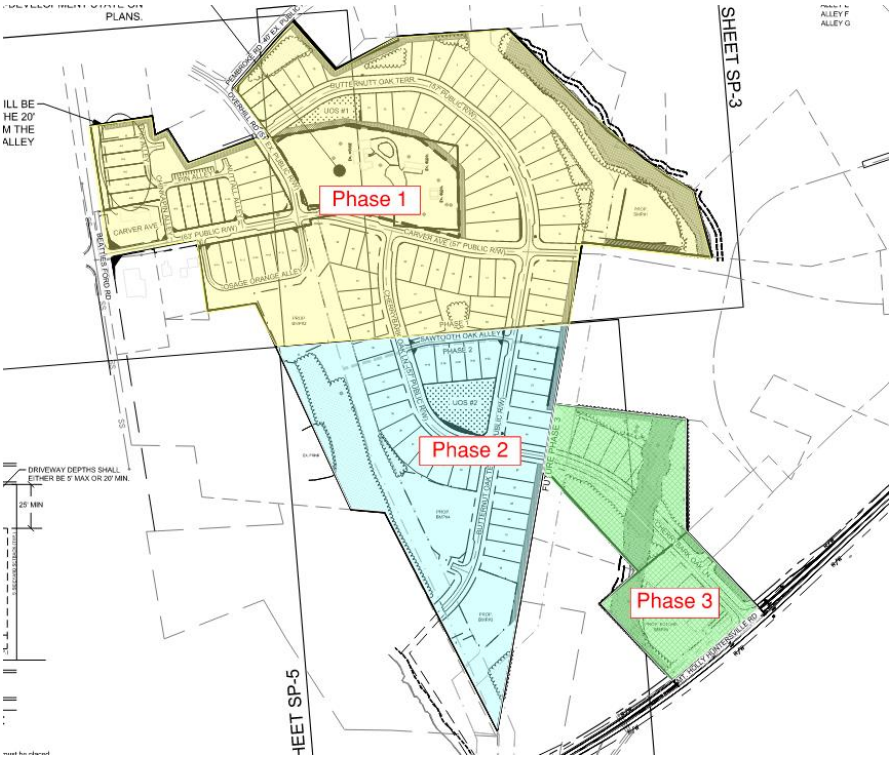
Approved Site Plan for R18-10A



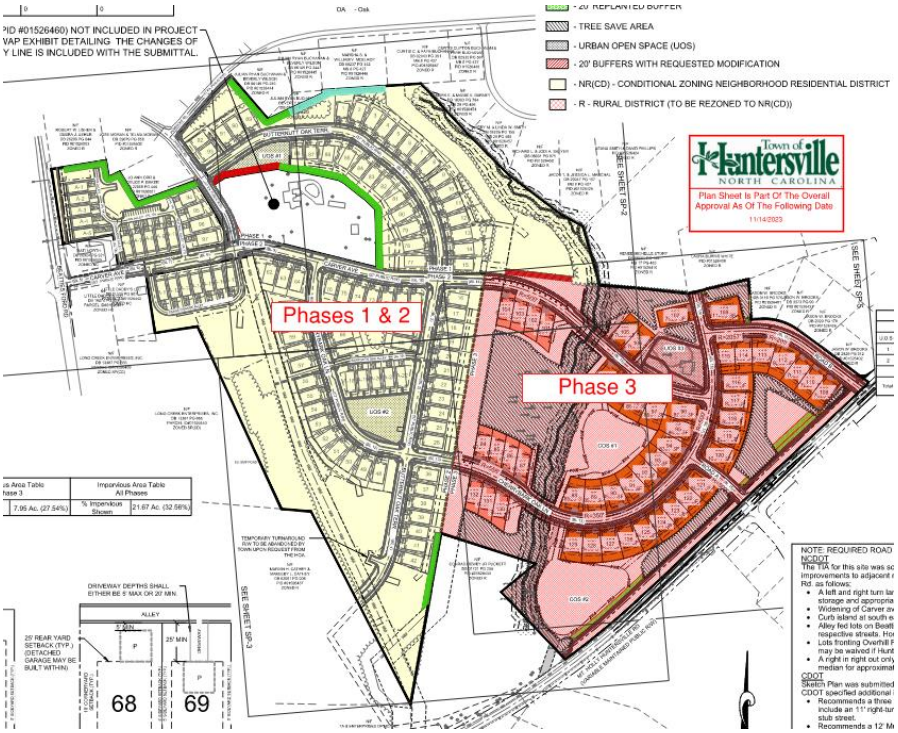
A rezoning application, R22-05, was filed a few years later to add land for a third phase and increase the density of the development. At the time R22-05 was submitted, procedurally, an application had to be approved to remove R18-10A before R22-05 could be approved. Thus, R23-04 was filed and approved 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.

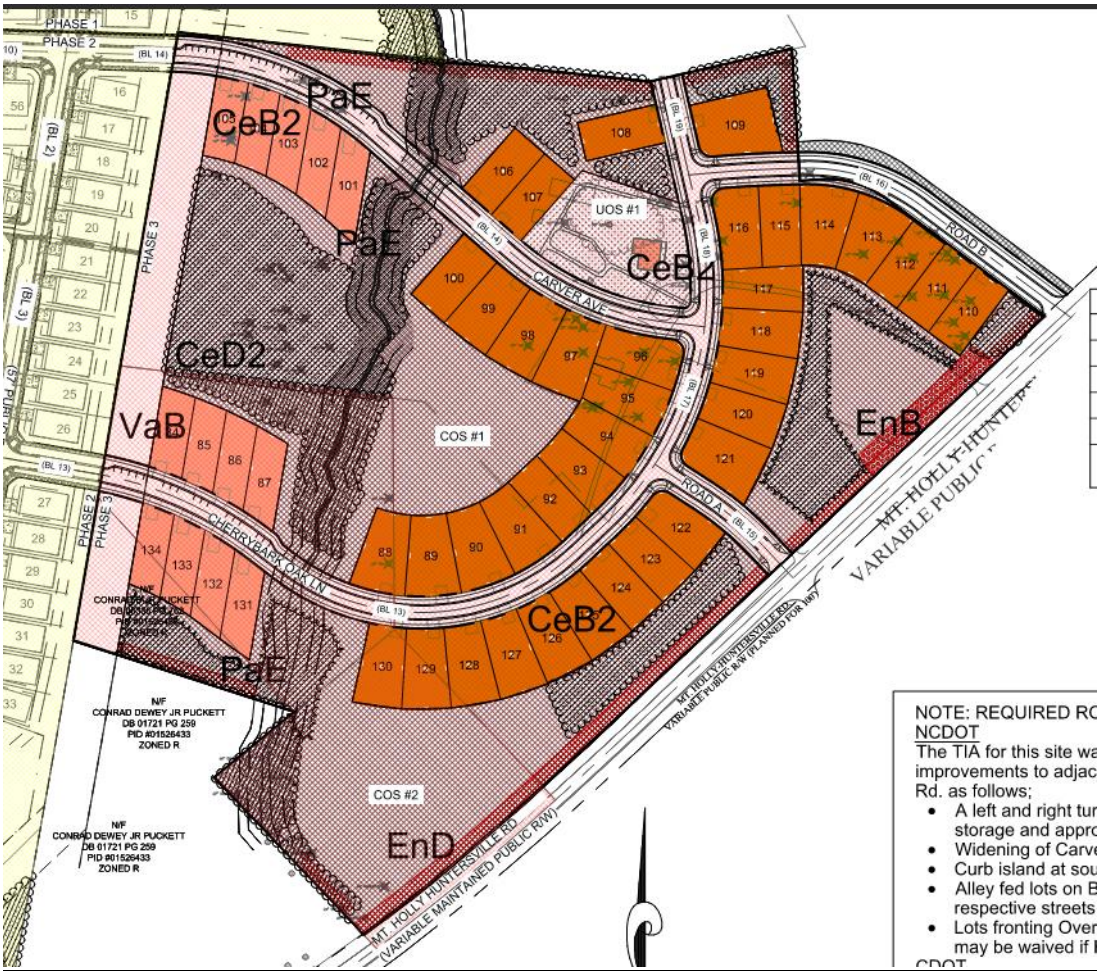
Phases of Oak Grove Hill per R18-10A



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."

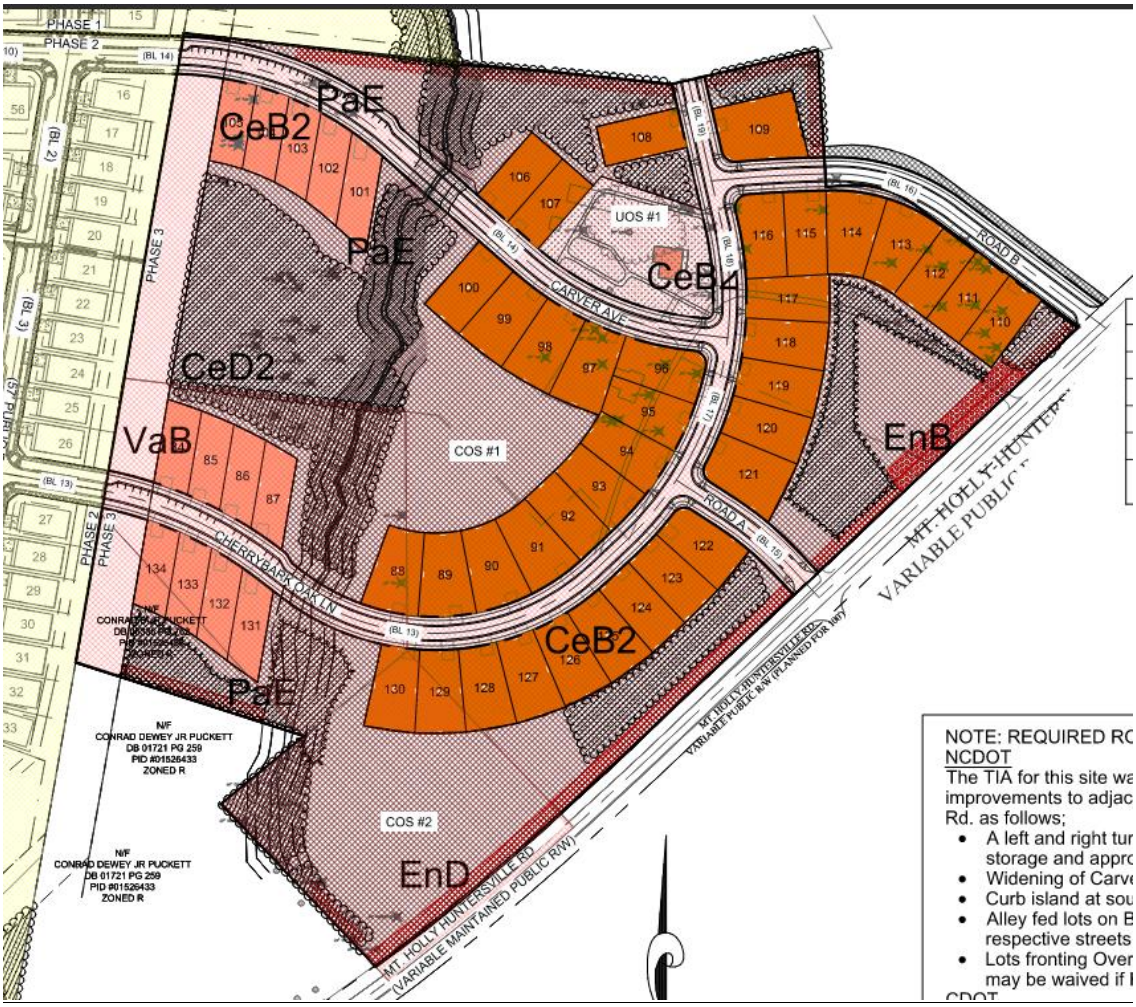
Staff Comment:

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

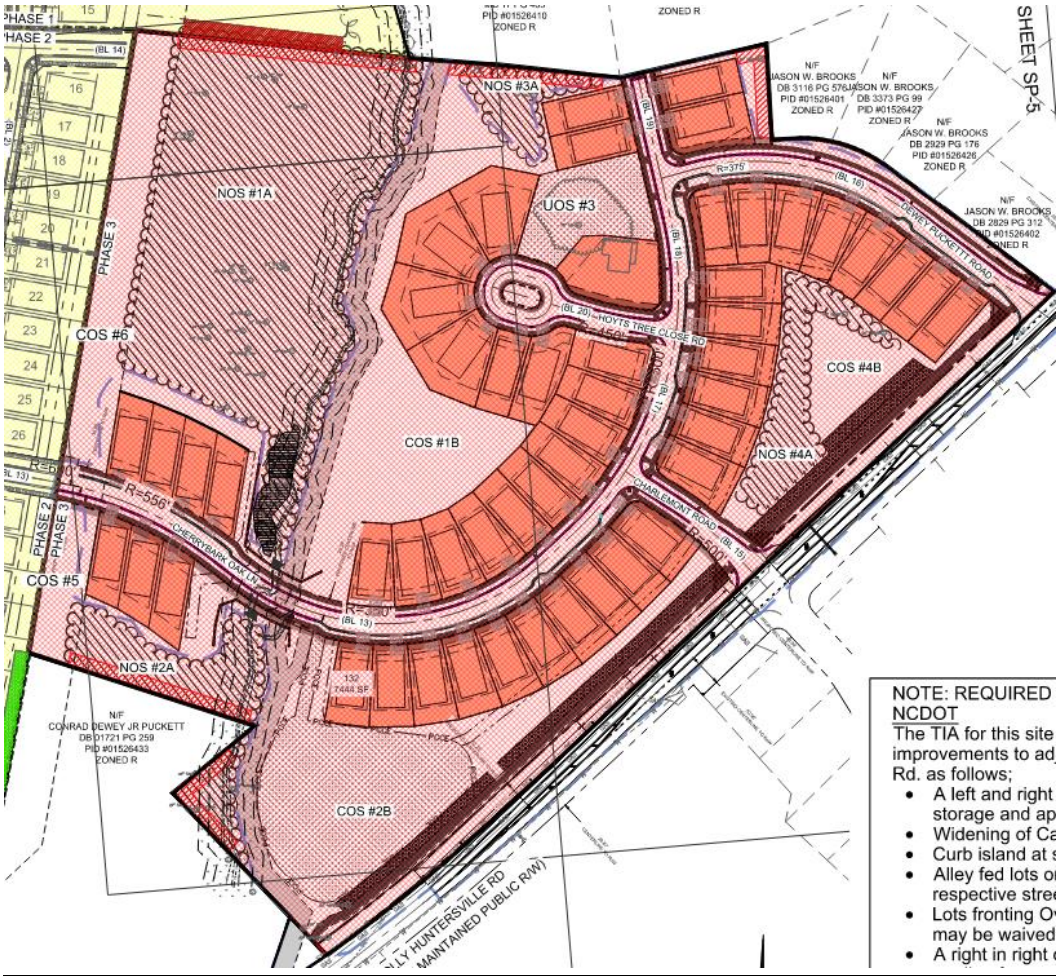
2) Streets – Streets in the development are generally interconnected. A critical connection between Phases 2 and 3 is proposed to be removed that would reduce the impact to an environmentally sensitive area.

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. This is a major revision from R22-05. Staff contend that one stream crossing is optimal to meet the intent of open space standards and preserve as much existing tree canopy as possible. One stream crossing may have been preferred if initially submitted consistent with and/or exceeding. The challenge with the submittal is the original approved rezoning included one crossing with R18-10A, increased to two crossings with R22-05, and proposes to reduce to one crossing with R25-12. Connectivity is a requirement of the Ordinance. The applicant has offered excellence in design will be offered with a terminated vista near the heritage tree to balance the removal of the northern roadway connection.
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. Overall increase in area of open space – While staff have not received an updated site plan to evaluate yet, the applicant provided an exhibit that shows updated open space calculations. In R22-05, Phase 3 included .83 acres of urban open space and 14.93 acres of common open spaces. The applicant has updated staff since the staff report with revised open space data. While there is still a reduction of urban open space in Phase 3 to .52 acres of, the increase of common and natural open spaces to14.99 acres yields an overall increase in open space for the development.

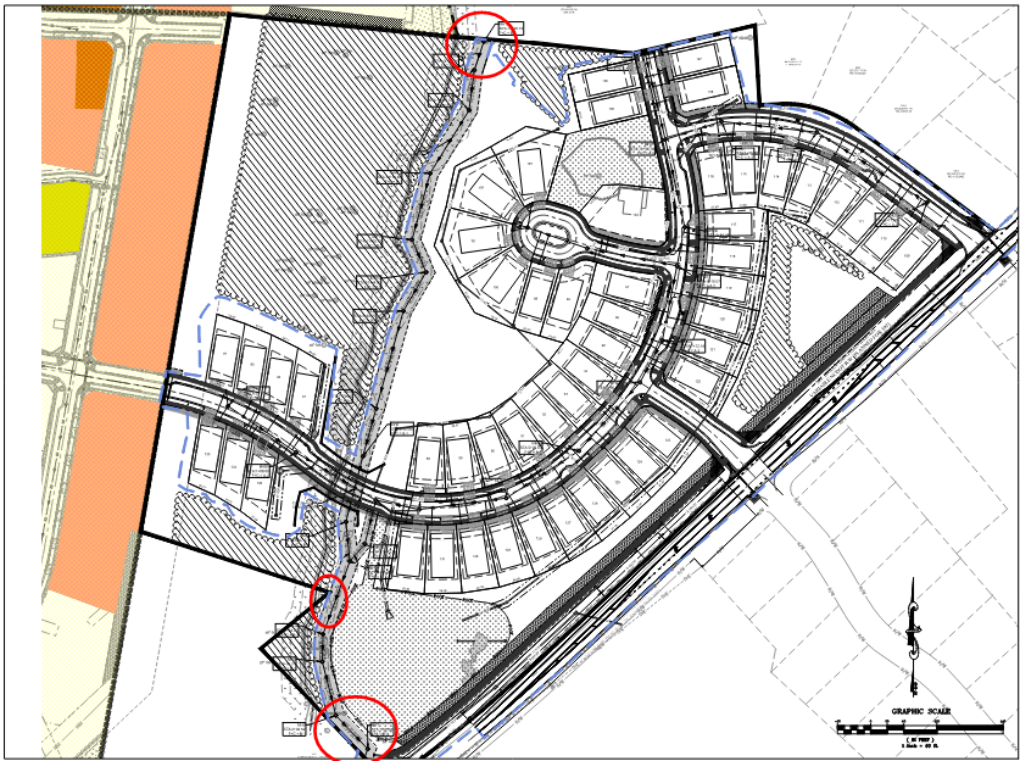
Modifications Requested:

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 Phase 3 section of the development.
    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 these sections of buffers.

Phase 3 with Areas of Major Subdivision Buffer Impacts

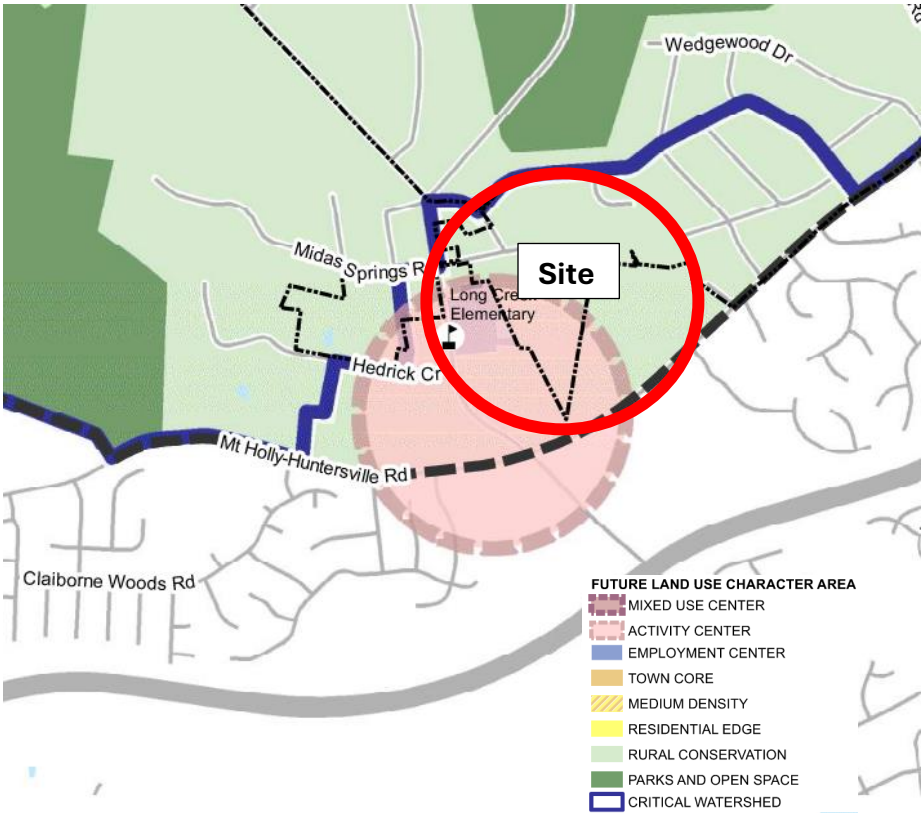


2. **Block length waiver** – Cherrybark Oak Lane (Block 13) is approximately 1,165 linear feet. Block lengths for major subdivisions are not to exceed 800 feet per Article 5.2. However, Staff may administratively allow up to a 30% increase in block lengths (1,040 linear feet).
3. In the absence of approval 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 modifications 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 R22-05



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.

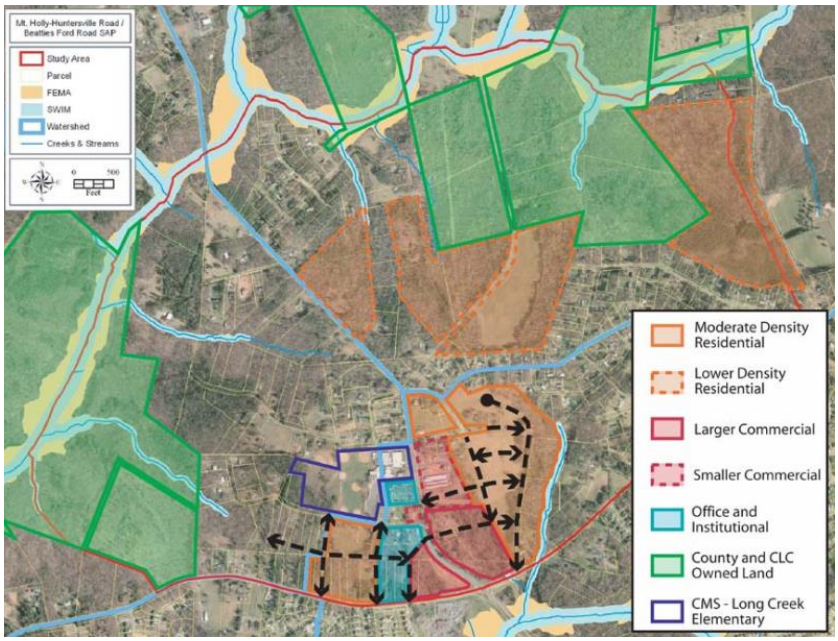
STAFF COMMENT – Staff finds the proposed use/project is ***consistent*** with the following policies of the *2040 Huntersville Community Plan*:

- 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.



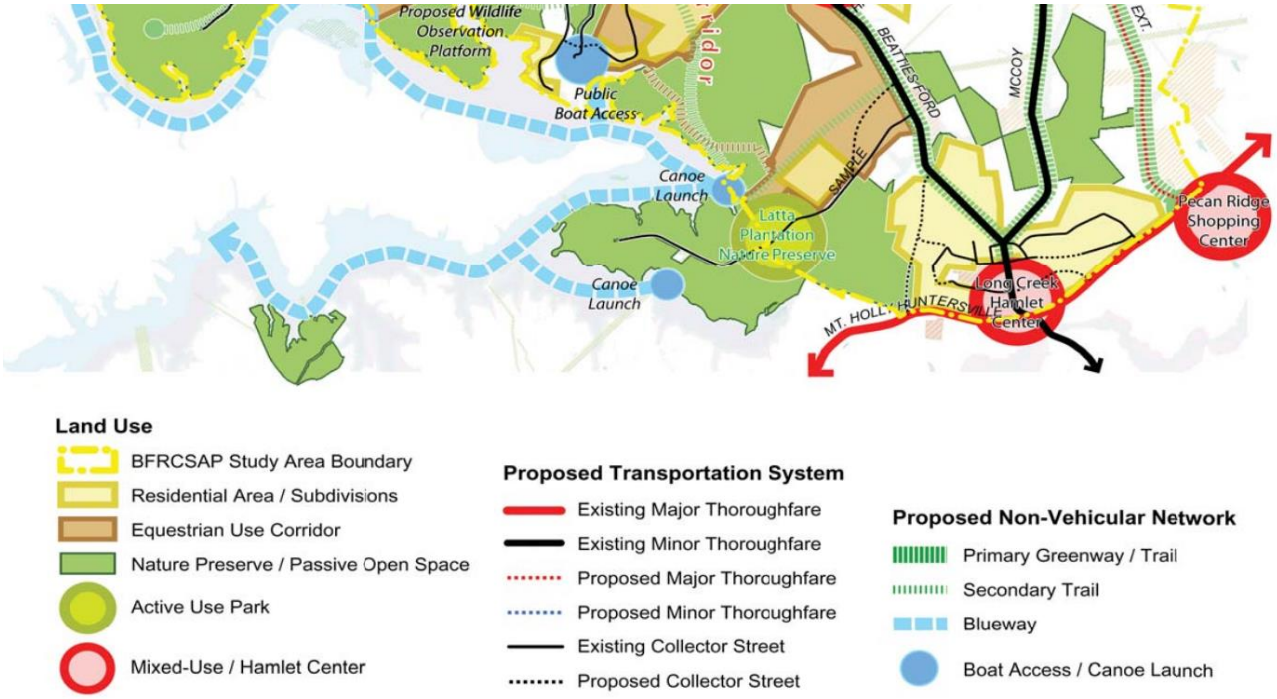
The Small Area Plan calls attention to the extension of existing street network, while avoiding the promotion of high-speed cut-through traffic in existing and proposed residential neighborhoods. Traffic is sufficiently calmed via the Town's residential street cross-section. A stub-street provided at 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

APPROVAL:

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

1) tree save areas are not reduced from canopy areas and specimen save per R22-05;
2) the buffer standards meet the current planting standards as shown;
3) sections of buffer to include future sewer have relief from buffer plantings;
4) excellence in design is demonstrated with the urban open space that includes the heritage tree to be a terminating vista with seating;
5) a conservation easement completely includes the area of the heritage tree and limits on disturbance are noted on the plans and recorded on the plat that there is no land disturbance to the root system of the heritage tree;
6) a block length waiver is granted for Cherrybark Oak Lane;
7) and all transportation improvements from R22-05 are adopted herein.

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 took place January 6, 2025

PART 7: PLANNING BOARD RECOMMENDATION

The application is proposed to be heard at the Planning Board meeting scheduled for January 27, 2026.

PART 8: TOWN BOARD FINAL ACTION

The application is proposed for Town Board Final Action at the meeting scheduled for February 17, 2026.

PART 9: ATTACHMENTS

A – Rezoning Applications
B – Proposed CD Rezoning Plan
C – Community Meeting Report (10-22-25)
D – Oak Grove Hill Modification Letter by Applicant
E – Draft Deed Restrictions for Heritage Tree Area
F- Terminating Vista and Existing House Draft Design

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 recommend approval with the conditions that: 1) tree save areas are not reduced from canopy areas and specimen save per R22-05; 2) the buffer standards meet the current planting standards as shown; 3) sections of buffer to include future sewer have relief from buffer plantings; 4) excellence in design is demonstrated with the urban open space that includes the heritage tree to be a terminating vista with seating ; 5) a conservation easement completely includes the area of the heritage tree and limits on disturbance are noted on the plans and recorded on the plat that there is no land disturbance to the root system of the heritage tree; 6) a block length waiver is granted for Cherrybark Oak Lane;	APPROVAL:	APPROVAL:

7) and, all transportation improvements from R22-05 are adopted herein. 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.		
DENIAL:	DENIAL: L. Hallman made a motion to recommend denial of R25-12, Oak Grove Hill because the proposal is inconsistent with the Huntersville 2040 Plan policy LU7.1 dealing with connectivity. It is reasonable and in the public interest to deny rezoning described herein as it is not in line with the 2040 Plan. M. Pollard seconded the motion. The motion passed (5-4) with C. Boyd, M. Horseman, J. Henson, and S. Hensley opposed.	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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

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: _____

☐ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

PATRICK SMITH
REGISTER OF DEEDS
Mecklenburg County, NC
2022 JUN 15 12:26:07 PM
BK:37625 PG:474-476
FEE: $26.00
INSTRUMENT # 2022089720

State of North Carolina

County of Mecklenburg

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Pamela Jane Hamilton, have made, constituted, and appointed and by these presents do make, constitute, and appoint David K. Plyler, my true and lawful attorney-in-fact, for me and in my name, place, and stead and on my behalf, to do and perform for me anything of any character which I might do or perform for myself if personally present and acting.

Should my said attorney-in-fact predecease me or otherwise be unable to perform all of the matters and things herein set out to be done and performed, then and in that event and thereafter I do hereby constitute and appoint Hoyt D. Hamilton my true and lawful attorney-in-fact with full power and authority to do and perform in my name and stead all matters and things herein authorized to be done and performed by the said attorney-in-fact with all of the power and authority herein given.

Without in any way diminishing the broad general powers just conferred, which are believed and intended to include all of the following, as well as other acts not mentioned, I do specifically authorize my attorney-in-fact, in my name and on my behalf:

(1) To make claim for, execute proofs of claim, and otherwise take all steps necessary to collect any insurance to which I am entitled, particularly any health, accident, disability, or hospital insurance, and in connection therewith to give receipts and, where deemed proper, to give releases and other acquittances.

(2) To sell, transfer, or lease real estate or personal property, tangible and intangible, including automobiles, stocks, bonds, or other evidences of ownership or debt in which I have or may hereafter have any interest whatever, and to transfer, endorse, sign, or assign stock certificates or bonds or other instruments in connection therewith.

(3) To endorse negotiable instruments of any character made payable to me and to deposit the same to my account.

(4) To make deposits to and to draw checks upon any checking account or savings account in any bank, savings and loan association, brokerage house, money market fund, or the like wherein I maintain an account, whether in my own name or jointly with another, and in general to deal with the said accounts to the same extent that I might do if personally present and acting.

(5) To execute deeds, leases, deeds of trust, and other instruments conveying or encumbering real or personal property, and generally to deal with such property as fully as I might if personally present and acting.

TAYLORD
2022089720

Returned to customer

3

(6) To collect all sums due me from any source, particularly any sums which are now due or may become due from the Government of the United States or any branch thereof, and to execute such instruments, endorsements, or signatures thereto in my name as may be required or proper to facilitate the collection thereof.

(7) To be responsible for the make-up and filing of any income tax returns, intangible tax returns, or tax returns of any other character for any taxable year or taxable period from January 1, 1980 to December 31, 2040 and, as my agent, to sign and affirm such returns, my attorney-in-fact being fully informed as to all facts necessary to make such returns.

(8) To enter any safe deposit box standing in my name or to which I have the right of access and to deal with the contents thereof at the discretion of my attorney-in-fact.

(9) To make contracts on my behalf with respect to any property owned by me and with respect to my care and upkeep, including the employment of a nurse or nurses, physicians, or any other person whose services should be needed for my care and upkeep.

(10) To make any contracts with respect to my care and treatment at any hospital, nursing home, or institution whose services are needed, in the opinion of my said attorney-in-fact, for my proper care, maintenance, and treatment.

(11) To pay and settle any and all claims or debts which may be owing by me at any time.

(12) To enter into leases on any property owned by me or for any property to be leased by me, including an apartment, rooming accommodations, or nursing home accommodations.

(13) To borrow in my behalf and in my name any funds needed by me and to pledge for the payment thereof any stocks, bonds, or securities or other property owned by me.

(14) To purchase medicine, clothes, food, or other supplies for my benefit.

(15) To transfer and deliver to the Trustee of any trust created by me any or all of my property, of every kind and description, and wherever located, to be held, managed, and distributed pursuant to the terms of said trust.

And, in general, my attorney-in-fact is given full power and authority to do and to perform all and every act or thing whatsoever required or necessary to be done for my upkeep, care, and maintenance and for the management of any property owned by me, as fully to all intents and purposes as I might or could do if personally present, and I hereby ratify and confirm all that my said attorney-in-fact shall lawfully do or cause to be done by virtue hereof, it being my intent and purpose to confer upon my said attorney-in-fact the broadest

possible powers to be used and exercised in the discretion of my attorney-in-fact for my use and benefit.

My attorney-in-fact shall keep full and accurate records of all transactions for me as my agent and of all my property and the disposition thereof, and shall render to me, if competent, or to my nearest living relative if I shall be incompetent or incapacitated, at least annually, inventories and accounts of all transactions of my attorney-in-fact done in my behalf; and to the extent that I am able to do so, I hereby relieve my attorney-in-fact of the responsibility and duty of filing any inventory, account, or report with any court or posting bond. My attorney-in-fact shall file with my Executor an inventory of the assets in his hands held at the time of my death.

THIS POWER OF ATTORNEY IS EXECUTED PURSUANT TO THE PROVISIONS OF NORTH CAROLINA GENERAL STATUTES SECTIONS 32A-8 THROUGH 32A-13 AND SHALL NOT BE AFFECTED BY MY SUBSEQUENT INCAPACITY OR MENTAL INCOMPETENCE.

THIS POWER OF ATTORNEY SHALL BECOME EFFECTIVE ONLY AFTER IT IS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY IN THE STATE WHERE I HAVE MY LEGAL RESIDENCE AT THE TIME OF SUCH REGISTRATION.

IN WITNESS WHEREOF, I have executed the foregoing Power of Attorney, this 21 day of October 19 91.

Pamela Jane Hamilton (Seal)
Pamela Jane Hamilton

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, a Notary Public in and for said County and State, do hereby certify that Pamela Jane Hamilton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 21 day of October, 19 91.

Joyce B. Bain
Notary Public

Joyce B. Bain
Printed Name of Notary

My Commission Expires: My Commission Expires Aug. 8, 1994

JOYCE B BAIN NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

Town of Huntersville
NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 11/24/2025 EPM Number _____

Name of Project Oak Grove Hill - Phase 3 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526521-01526554, 01526504, 01526506, 01526601, 01526628-01526634, 01526642-01526662

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

* ^ Printed Name of Signer Dr Horton Inc. - James Mathieson Phone Number 704-534-1533

☐ 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 Director of Land Email jmathieson@drhorton.com

Address of Property Owner/Applicant 8025 ARROWRIDGE BV CHARLOTTE NC 28273

---

* ^ Printed Name of Signer Oak Grove Hill Community Association, Inc. James Mathieson Phone Number 704-534-1533

☐ 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 HOA Board VP Email jmathieson@drhorton.com

Address of Property Owner/Applicant 8025 ARROWRIDGE BV CHARLOTTE NC 28273

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526531

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

* ^ Printed Name of Signer Singh Kang Navdeep 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 Naveep Singh Kang
Naveep Singh Kang (Feb 10, 2026 12:32:21 EST)

Title Owner Email kangs17@aol.com

Address of Property Owner/Applicant 7105 Butternut Oak Terrace 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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526551

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

* ^ Printed Name of Signer Taylor Lawrence Bruce, Muriel Grayson Taylor 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 Lawerence Bruce Taylor (Jan 24, 2026 18:53:52 EST) Muriel Grayson Taylor (Jan 26, 2026 11:35:27 EST)

Title Owner Lawrence Bruce Taylor Muriel Grayson Taylor Email lawrencetaylor93@gmail.com mgrayson.mg@gmail.com

Address of Property Owner/Applicant 7020 Butternut Oak Terrace 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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Town of Huntersville NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526527

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

* ^ Printed Name of Signer Christopher Brice Auten, Aneeta Upp Phone Number 9803335924

☐ 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 Christopher Brice Auten, Aneeta Uppal
Christopher Brice Auten, Aneeta Uppal (Feb 5, 2026 13:15:01 EST)

Title Owner Email christopher.b.auten@gmail.com

Address of Property Owner/Applicant 7027 Butternut Oak Terrace Huntersville NC 28078

---

* ^ Printed Name of Signer Christopher Brice Auten, Aneeta Upp Phone Number 9803335924

☐ 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 Christopher.b.auten@gmail.com

Address of Property Owner/Applicant 7027 Butternut Oak Terrace

---

* ^ Printed Name of Signer Christopher Brice Auten, Aneeta Upp Phone Number 9803335924

☐ 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 Christopher.b.auten@gmail.com

Address of Property Owner/Applicant 7027 Butternut Oak Terrace

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526550

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

* ^ Printed Name of Signer Bafna Manish, Parita Shah 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 Manish Bafna (Jan 27, 2026 14:54:23 EST) Parita Shah (Jan 28, 2026 09:21:15 EST)

Title Owners Manish Bafna Parita Shah Email manishybafna@gmail.com parita1879@gmail.com

Address of Property Owner/Applicant 7024 Butternut Oak Terrace NC 28078

---

* ^ Printed Name of Signer Parita Shah 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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526541

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

* ^ Printed Name of Signer Betemit Zanoni Phone Number 980 777 5588

☐ 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 Zanoni Betemit
Zanoni Betemit (Jan 29, 2026 17:32:41 EST)

Title Owner Email zanonibetemit@gmail.com

Address of Property Owner/Applicant 7138 Butternut Oak Terrace 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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526552

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

* ^ Printed Name of Signer Cardenas Yolanda Morales Phone Number 6317938640

☐ 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 Yolanda M. Cardenas
Yolanda M. Cardenas (Jan 24, 2026 14:51:12 EST)

Title Yolanda M. Cardenas Email ymorales84@gmail.com By

Address of Property Owner/Applicant 7016 Butternut Oak Terrace Huntersville, NC 28078

---

* ^ Printed Name of Signer Yolanda Cardenas Phone Number 6317938640

☐ 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 7016 Butternut Oak Terrace Huntersville, NC 28078

---

* ^ Printed Name of Signer Yolanda Cardenas Phone Number 6317938640

☐ 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 7016 Butternut Oak Terrace Huntersville, NC 28078

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ 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.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) _____

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

* ^ 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 Gavin Macgrady Cole (Jan 25, 2026 10:38:17 EST) Beverly Jean Meena (Jan 26, 2026 16:37:26 EST)

Title Owner Gavin Macgrady Cole Beverly Jean Meena Email gmcole1798@gmail.com bmeena185@gmail.com

Address of Property Owner/Applicant_____

---

* ^ 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_____

---

* ^ 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_____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526539

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

* ^ Printed Name of Signer Hill, Jordan 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 Jordan Hill (Jan 27, 2026 03:35:04 CST)

Title Owner Jordan Hill Email jordanohill95@gmail.com

Address of Property Owner/Applicant 7137 Butternut Oak Terrace 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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526547

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

* ^ Printed Name of Signer Marrero Jahaira Phone Number 9176706445

☐ 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 Jahaira Marrero Jahaira Marrero (Jan 30, 2026 17:20:30 EST)

Title Owner Email jahaira.marrero@gmail.com

Address of Property Owner/Applicant 7102 Butternut Oak Terrace 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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Town of Huntersville
NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) _____

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

* ^ Printed Name of Signer Jefferson Moises Ashcalla Varillas Phone Number 704 808 9370

☑ 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 Jefferson Ashcalla

Title Owner Email Jefer7202@gmail.com

Address of Property Owner/Applicant 7036 Butternut Oak Terrace 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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 01526549

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

* ^ Printed Name of Signer Pugh Angela Phone Number 661-839-4348

☐ 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 Angela Pugh (Jan 24, 2026 13:31:50 EST)

Title Angela Pugh Email angela@angelarpugh.com

Address of Property Owner/Applicant 7030 Butternut Oak Terrace 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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Town of Huntersville NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 01/21/2026 EPM Number _____

Name of Project Oak Grove Hill - Phase 1&2 Phase # (if subdivision) Phase 1&2

Parcel Identification Number(s) (PIN) 0152652 6

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

* ^ Printed Name of Signer Paul Ruiz 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 Paul Ruiz Paul Ruiz (Feb 10, 2026 15:46:11 EST)

Title Owner Email pol_segarra@hotmail.com

Address of Property Owner/Applicant 7023 BUTTERNUT OAK TERRACE

---

* ^ 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 _____

---

* ^ 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 _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

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

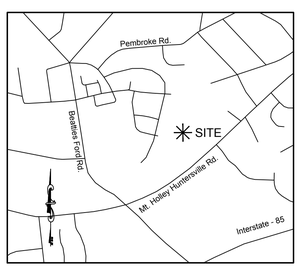
NO DUKE ENERGY TRANSMISSION ROW SHOWN WITHIN PROJECT LIMITS. IF IMPACTS ARE TO DUKE ENERGY DISTRIBUTION FACILITIES PLEASE CONTRACT 800.777.9898 TO HAVE A WORK ORDER SET-UP TO DISCUSS PROJECT WITH A DISTRIBUTION ENGINEER.

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:

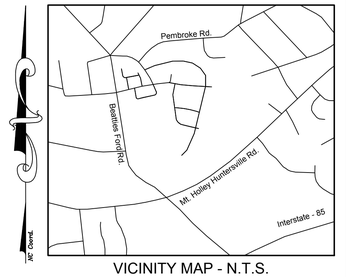
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Cover Petition (R25-12)

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





VICINITY MAP - N.T.S.

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

NORTH CAROLINA 811 — North Carolina One-Call Center

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 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

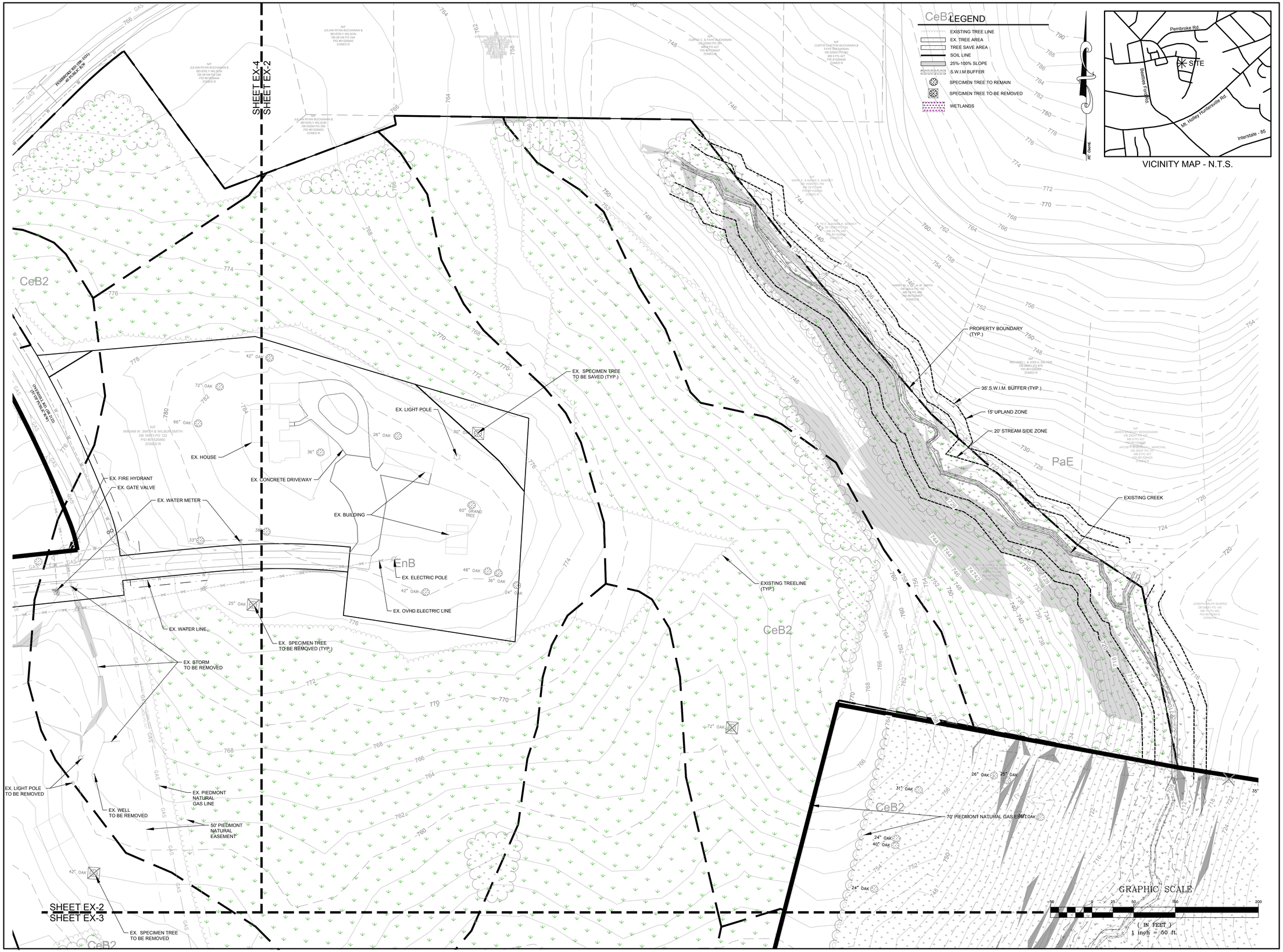
Project:

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
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:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

127 Bett Casey Drive, Suite 101, Fort Mill, 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	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)

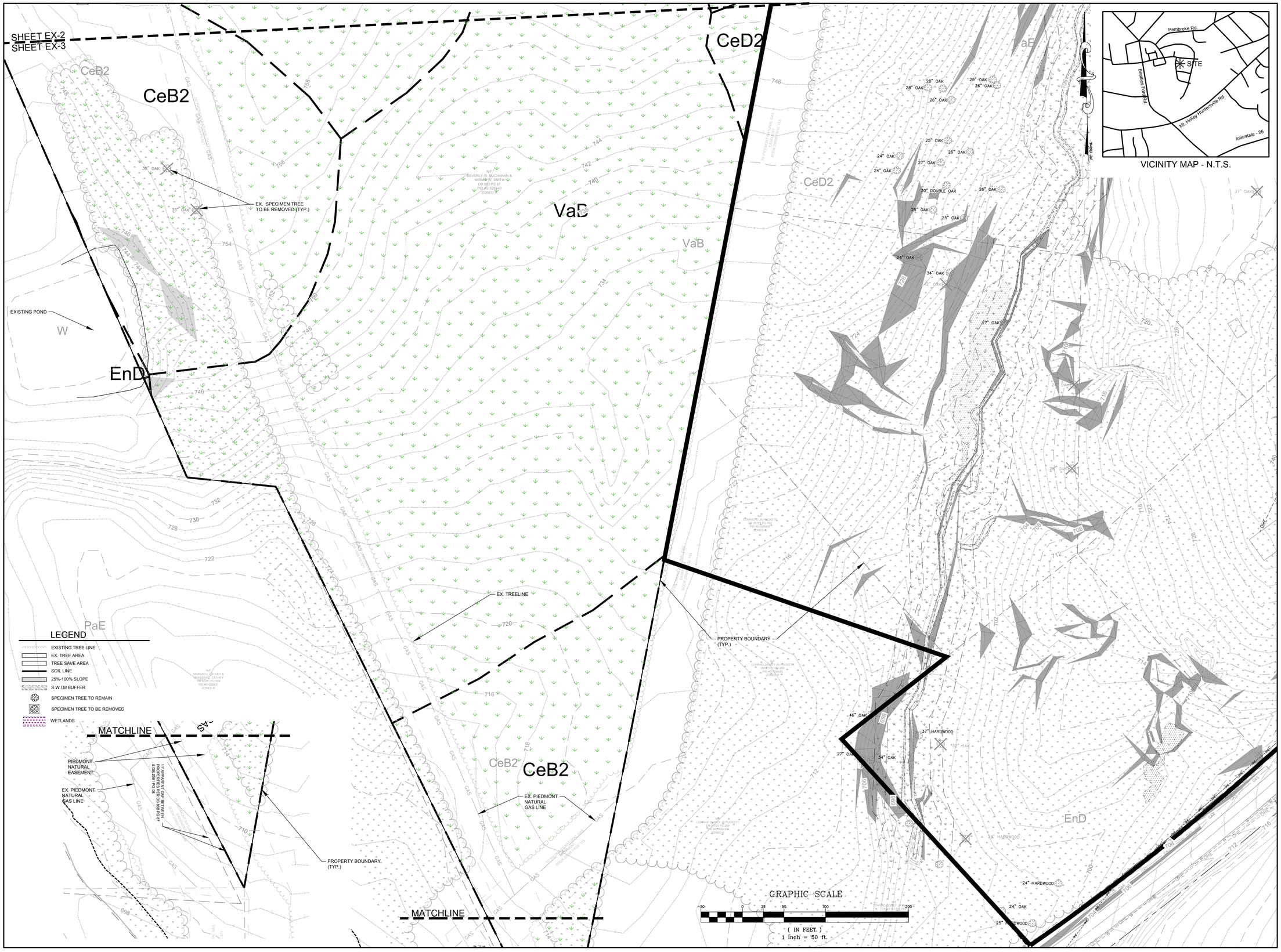
Drawing Title:

Existing Conditions 1 Of 5 Petition (R25-12)

Project No.: 5259

DWG File Name: 2839-Existing Condition

Drawing No.: EX-2



DATE	ISSUED FOR	REV

NORTH CAROLINA 811 — North Carolina One-Call Center

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

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

127 Ben Casey Drive, Suite 101, Fort Mill, 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	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

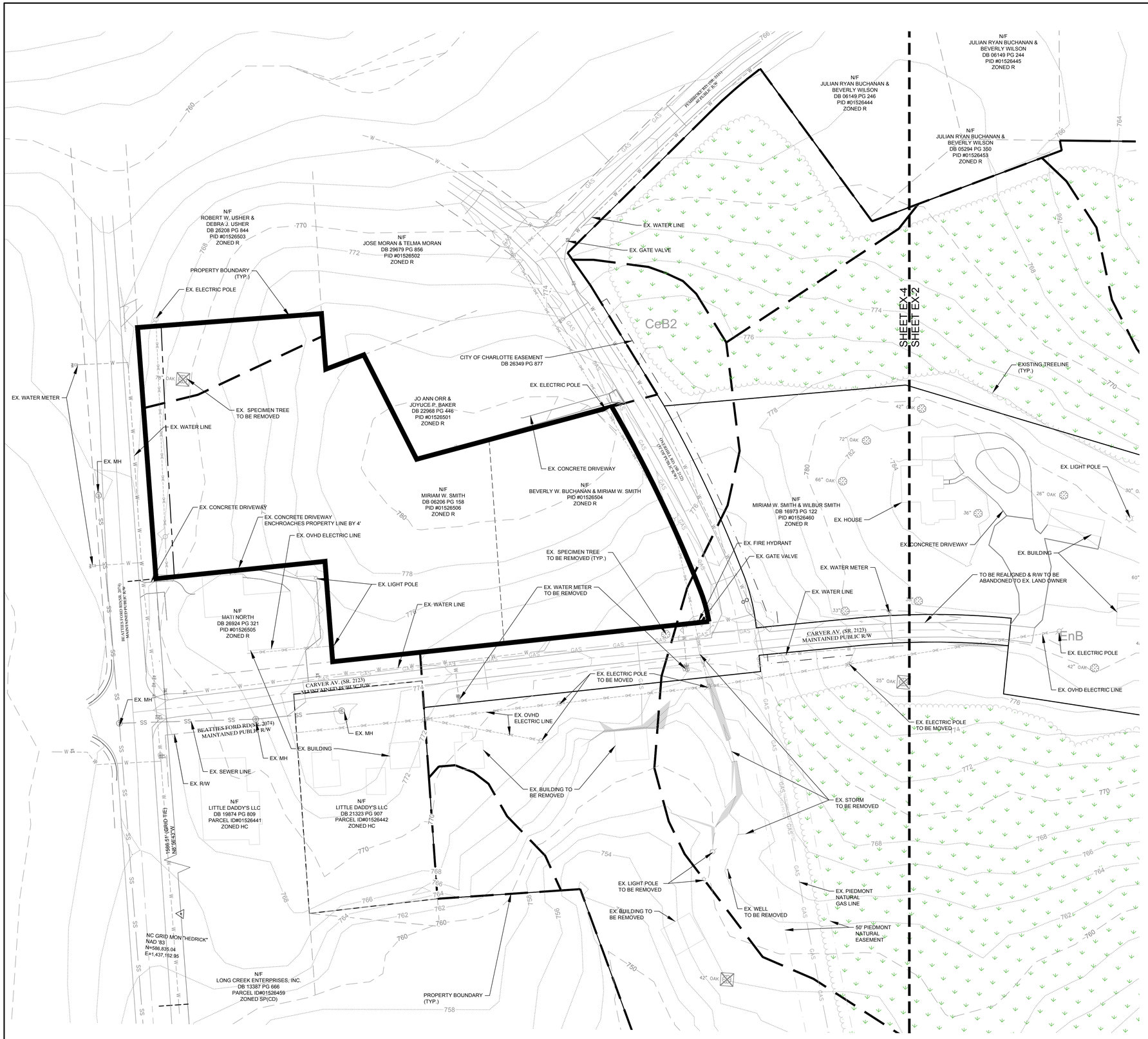
Project:

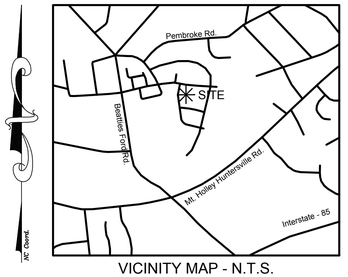
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

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

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

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

327 Bein Casey Drive, Suite 101, Fort Mill, 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 CORPORATION — 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: -	Asbuilt Date: -

Client:

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

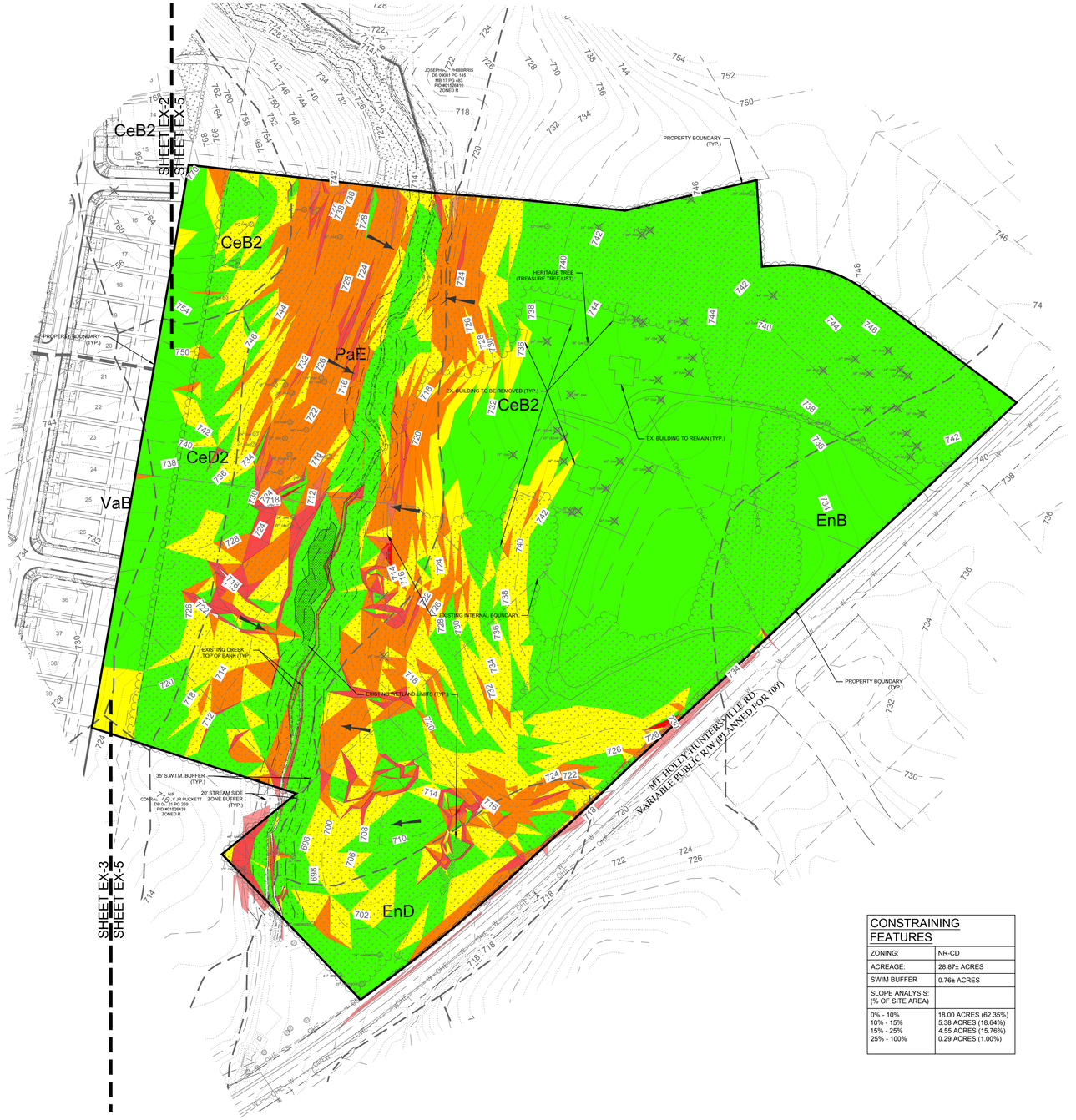
Project:

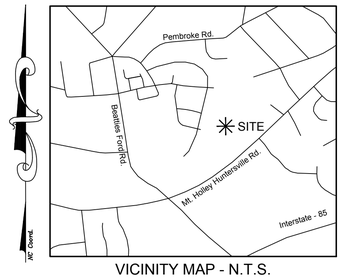
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Existing Conditions 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
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:

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 CORP. 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 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

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

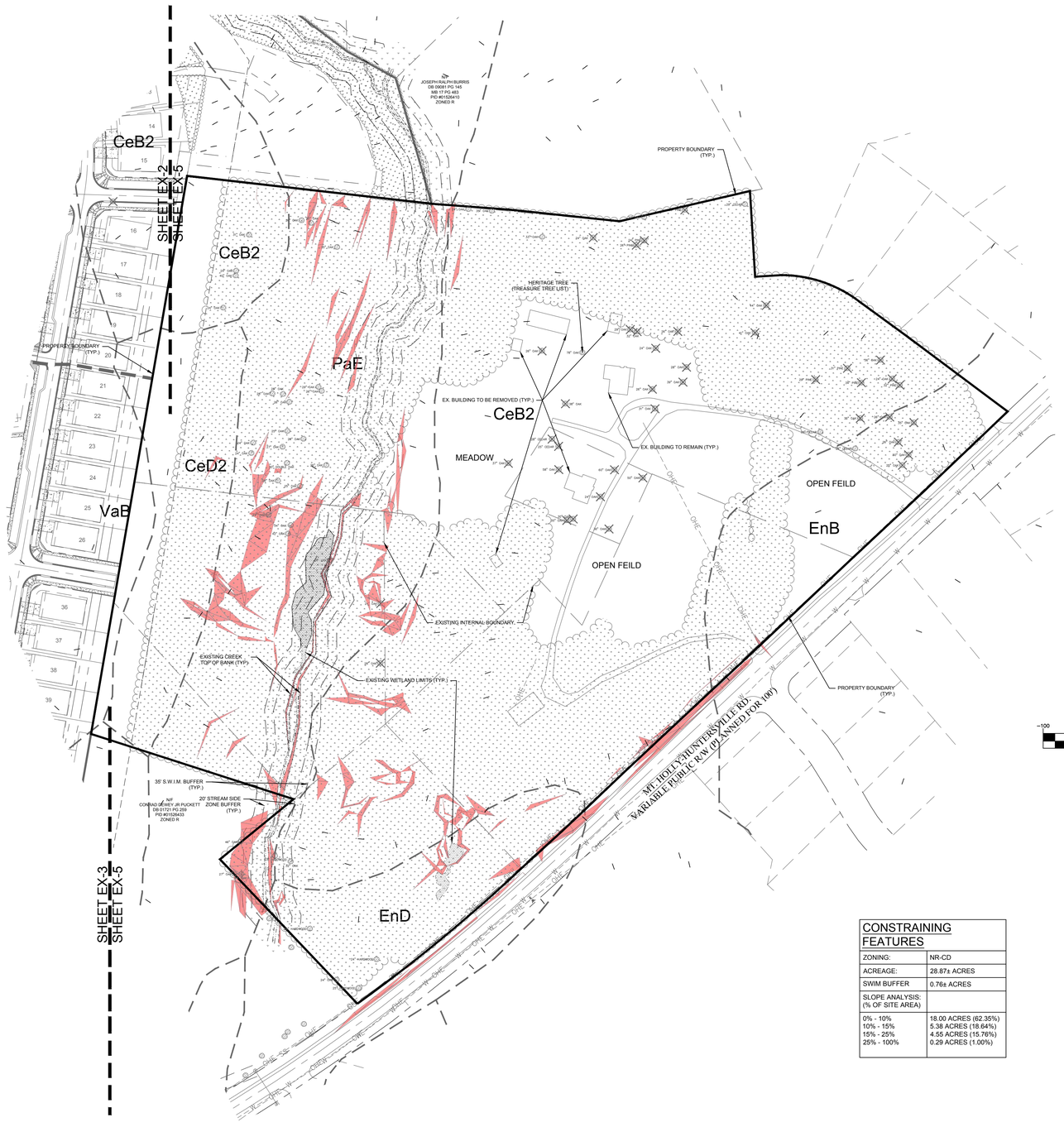
Project:

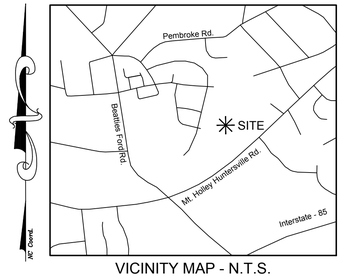
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Existing Conditions-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
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 CORP. 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: -	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

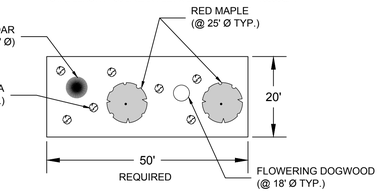
* DOES NOT INCLUDE SPECIMEN TREES W/IN PROPOSED SMITH PROPERTY BOUNDARY

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

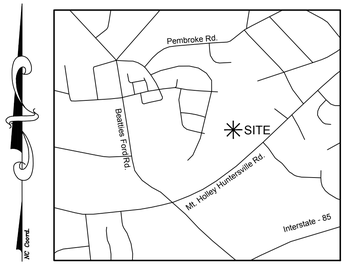


- 50% (2 TREE) EVERGREEN TREES PER 50LF
- 25% (1 TREE) CANOPY TREES PER 50LF (LARGE MATURING)
- 25% (1 TREE) UNDERSTORY TREES PER 50LF (SMALL MATURING)
- 7 SHRUBS PER 50LF

(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)

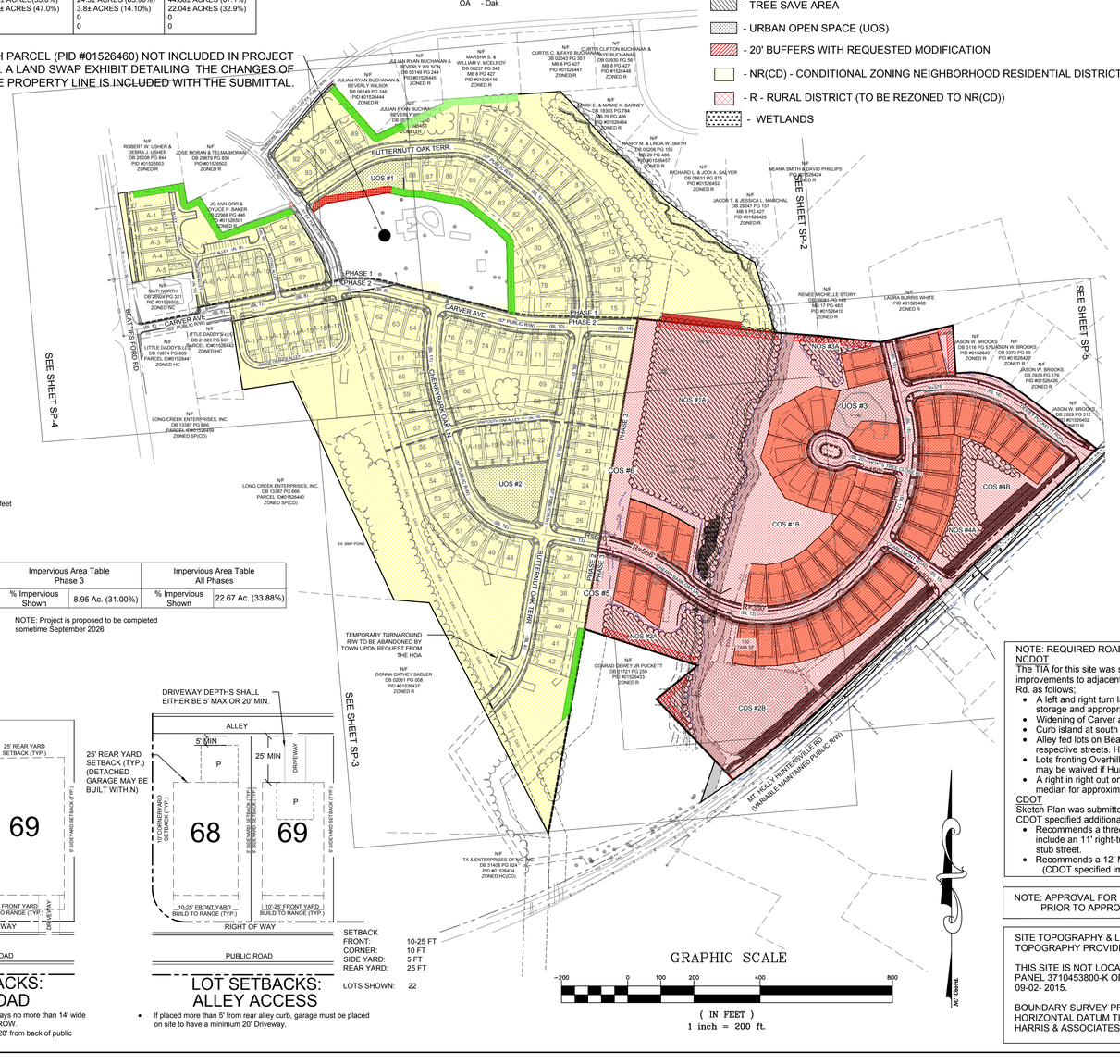
LEGEND

- 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	

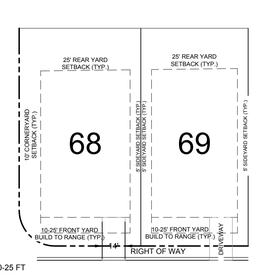
Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
L17	218.10	N40° 39' 07.52"E	
L18	203.71	S41° 29' 25.17"E	
L19	220.02	N62° 30' 22.94"E	
L20	236.50	N86° 02' 26.57"E	
L21	60.08	N86° 07' 52.26"E	
L22	60.05	N85° 59' 35.18"E	
L23	249.57	S43° 00' 21.52"E	
L24	207.49	S45° 01' 00.45"E	
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

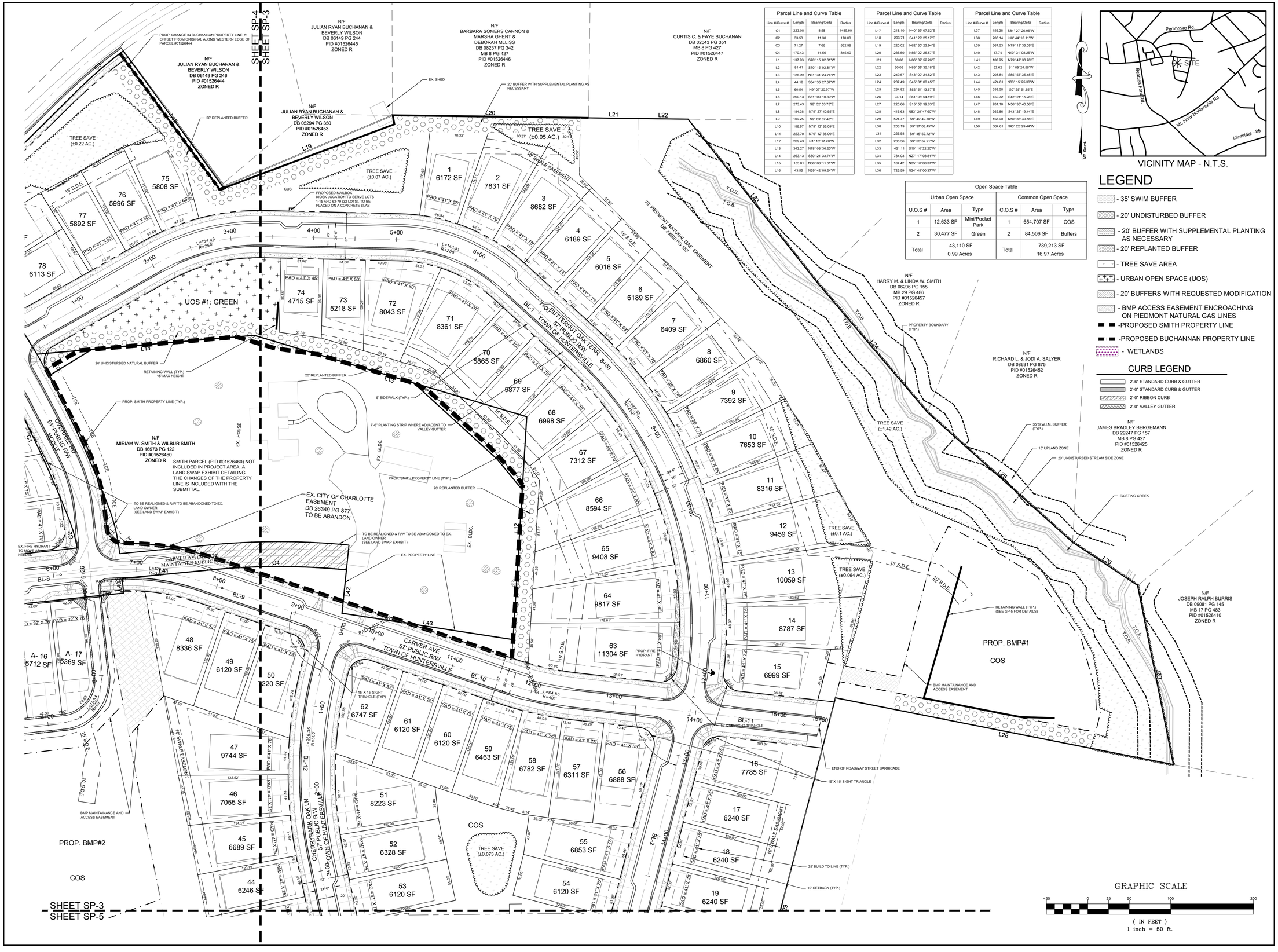
Project:

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
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' 20.87"W	
L6	200.13	S81° 00' 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' 08.28"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' 51.50"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	

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
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

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 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

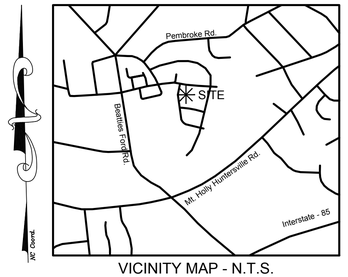
BMP MAINTAINANCE AND ACCESS EASEMENT

70' PIEDMONT NATURAL GAS EASEMENT BOOK 29688 PAGE 153

20' S.D.E.

15' S.D.E.

VICINITY MAP - N.T.S.



LEGEND

- 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
- PHASE 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
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:

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 2 Of 3 Petition (R25-12)

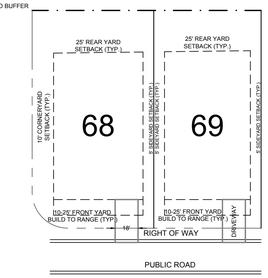
Project No.	Drawing No.
5259	SP-3
DWG File Name: 2839-Rezoning & Site Plan	

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° 00' 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	

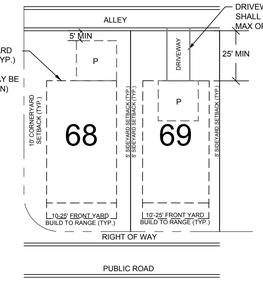
Parcel Line and Curve Table			
Line #/Curve #	Length	Bearing/Delta	Radius
L37	155.28	S81° 27' 26.96"W	
L38	208.14	N8° 44' 16.11"W	
L39	367.53	N79° 12' 35.09"E	
L40	17.74	N10° 31' 08.26"W	
L41	100.95	N79° 47' 38.78"E	
L42	52.62	S1° 09' 24.58"W	
L43	208.84	S85° 55' 35.48"E	
L44	424.81	N83° 15' 25.30"W	
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	

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



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.



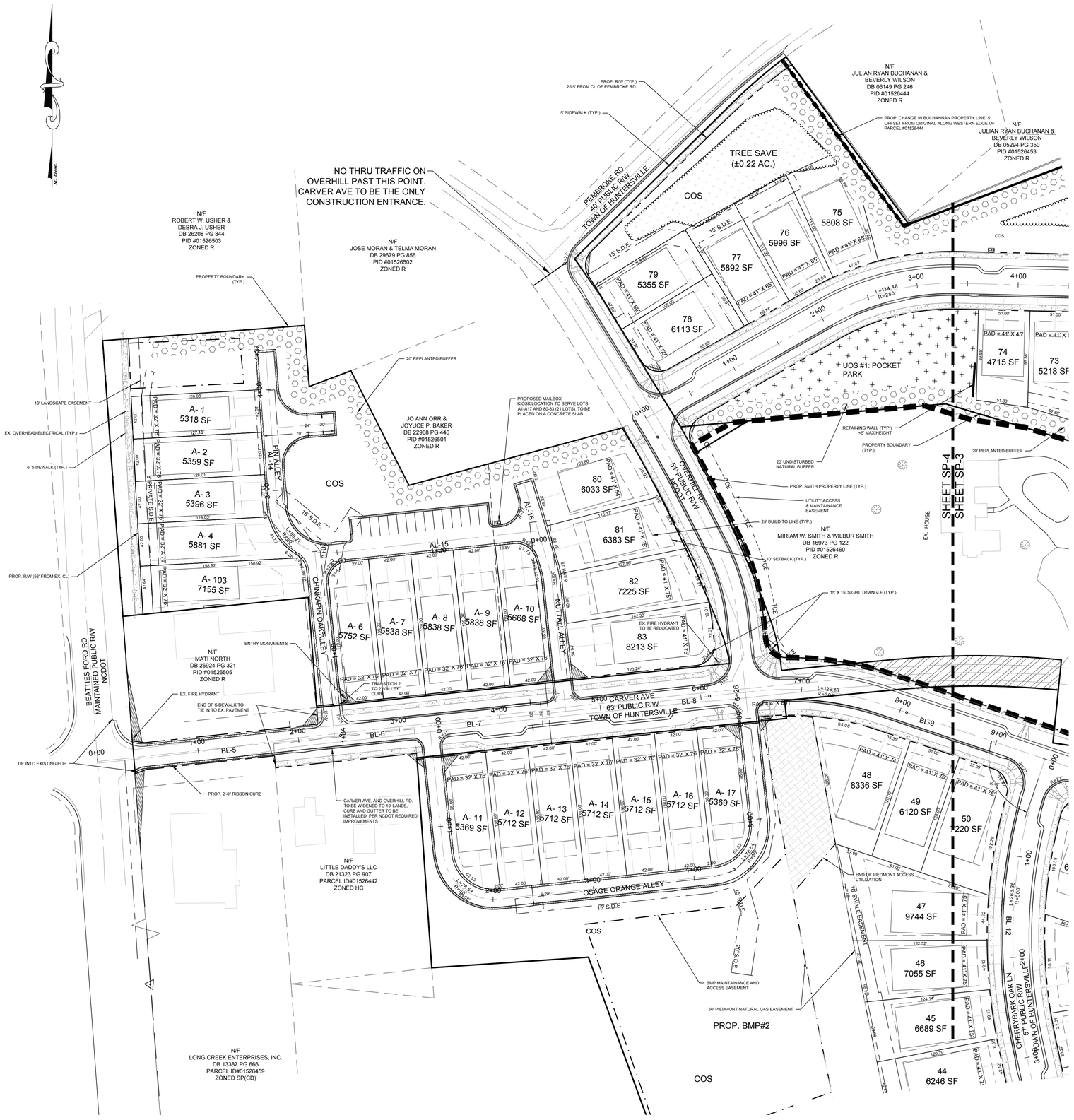
LOT SETBACKS: ALLEY ACCESS

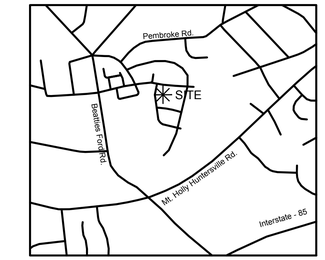
- If placed more than 5' from rear alley curb, garage must be placed on site to have a minimum 20' Driveway.

GRAPHIC SCALE

-50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.





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

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° 00' 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

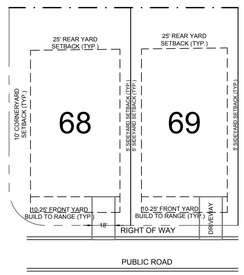
Line #/Curve #	Length	Bearing/Delta	Radius
L17	218.10	N40° 39' 07.52"E	
L18	203.71	S41° 29' 25.17"E	
L19	220.02	N62° 30' 22.94"E	
L20	236.50	N65° 02' 26.57"E	
L21	60.08	N86° 07' 52.28"E	
L22	60.05	N85° 59' 35.18"E	
L23	249.57	S43° 07' 21.52"E	
L24	207.49	S45° 01' 00.45"E	
L25	234.82	S52° 51' 13.67"E	
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	

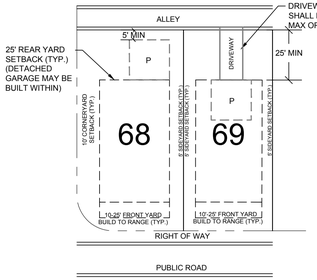
Urban Open Space Table

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



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.



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

−50 0 25 50 100 200

(IN FEET)
1 inch = 50 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:

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 CORP. 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

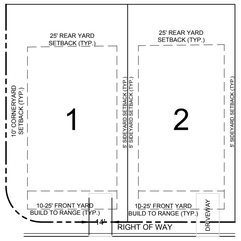
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Site Plan 3 Of 3 Petition (R25-12)

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



LOT SETBACKS

- 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

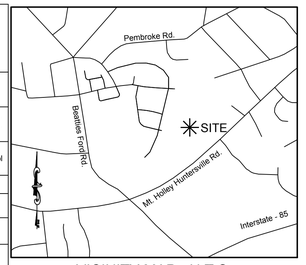
Build-to line- A line extending through a lot which is generally parallel to the front property line and marks the location from which the principle vertical plane of the front building elevation, exclusive of porches, bay windows and similar appurtenances, must be erected; intended to create an even 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.

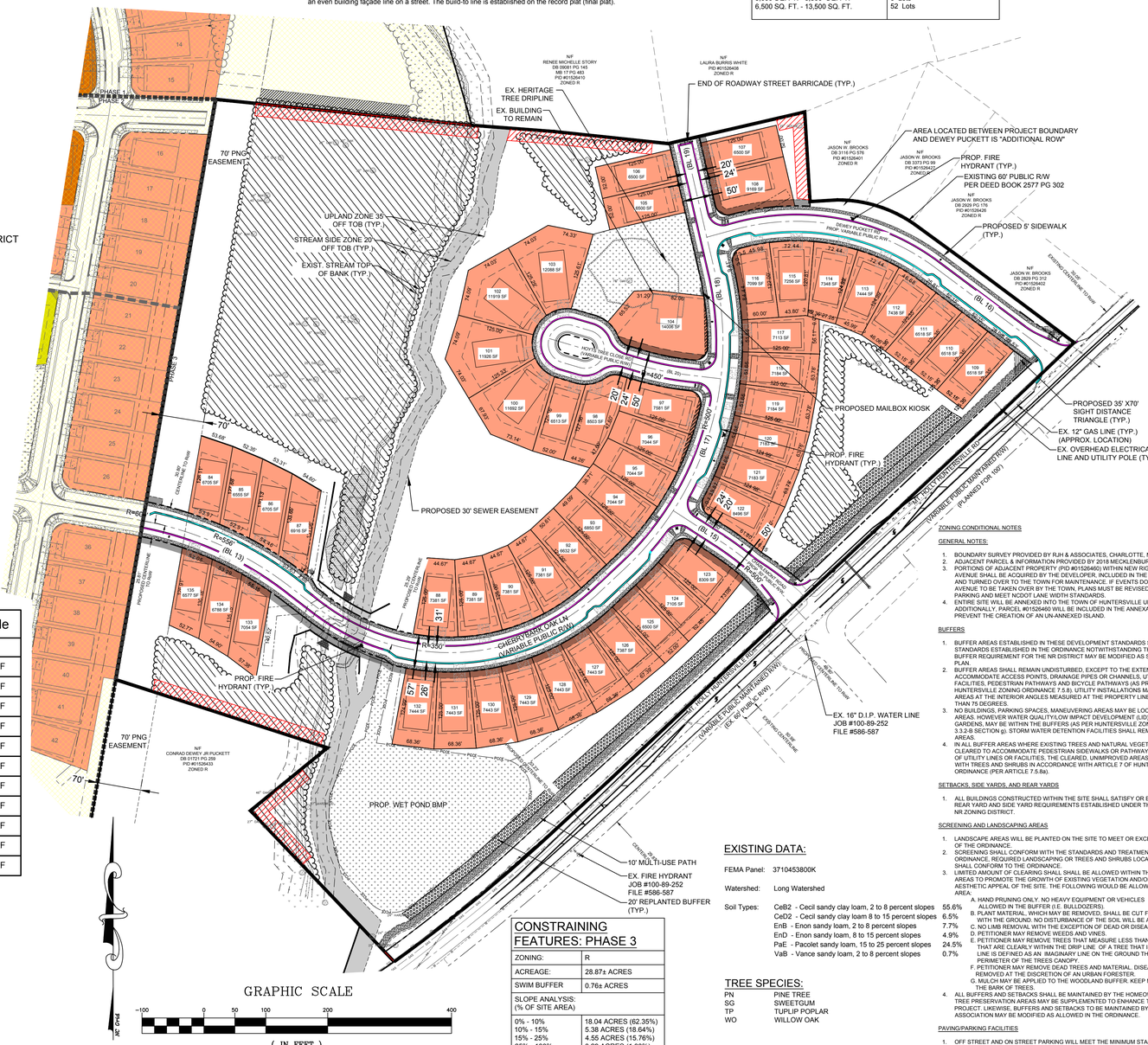
ROAD NAME LENGTH

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

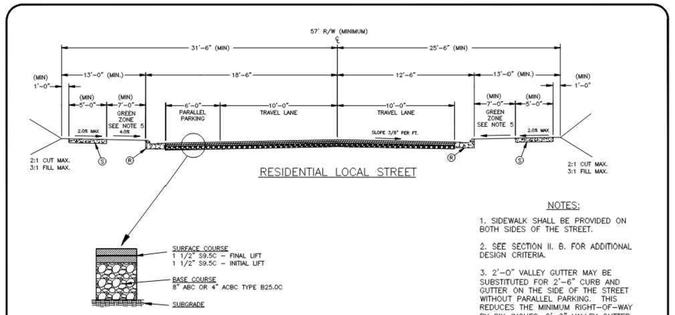
Project:

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

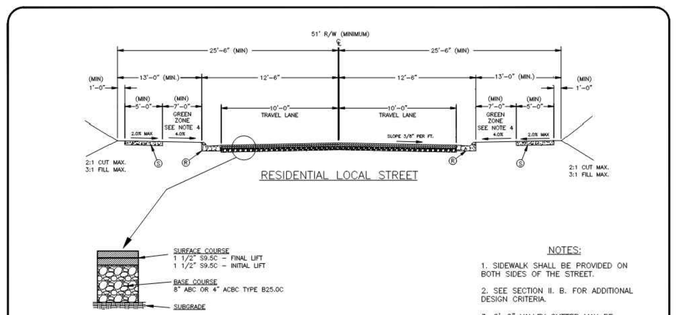
Ⓢ 4" CONCRETE SIDEWALK

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

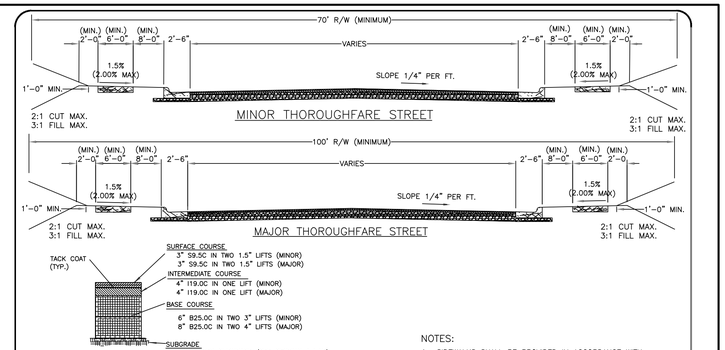
Ⓢ 4" CONCRETE SIDEWALK

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



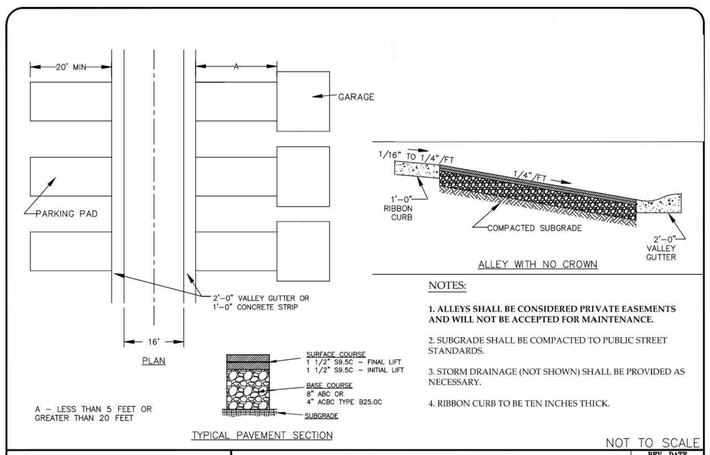
NOTES:

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))

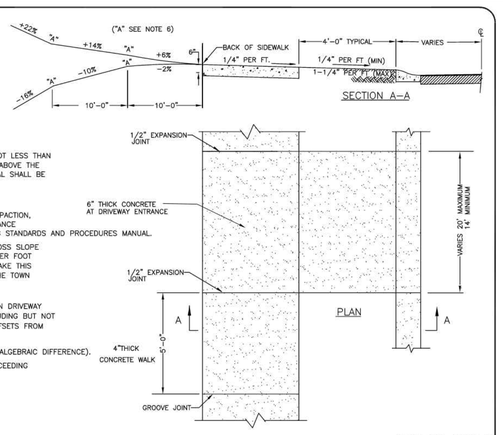


NOTES:

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

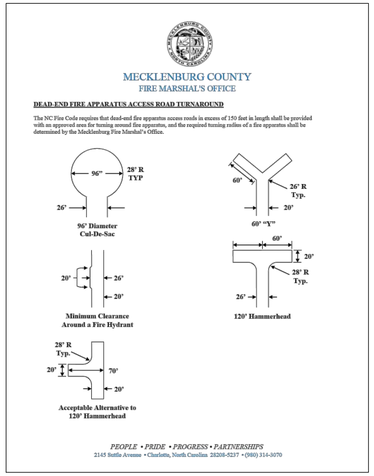


NOTES:

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

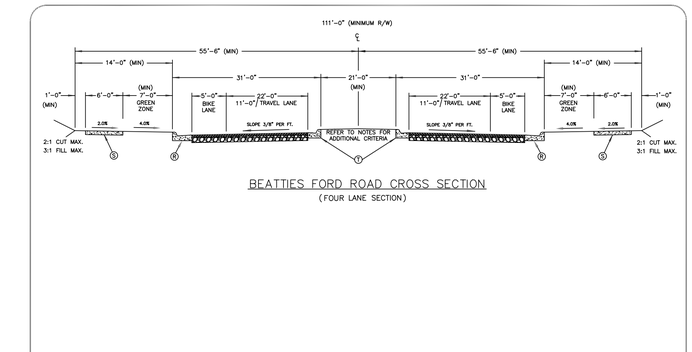
Town of Huntersville NORTH CAROLINA STANDARD DRAWING	RESIDENTIAL DRIVEWAY (TYPE I) FOR VALLEY GUTTER	REV. DATE 08/01/17 · STD. NO. 118.1



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

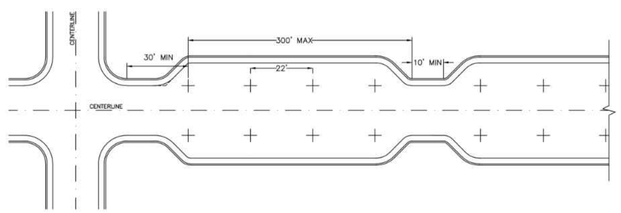
Ⓣ 1'–6" MEDIAN CURB AND GUTTER

NOT TO SCALE

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

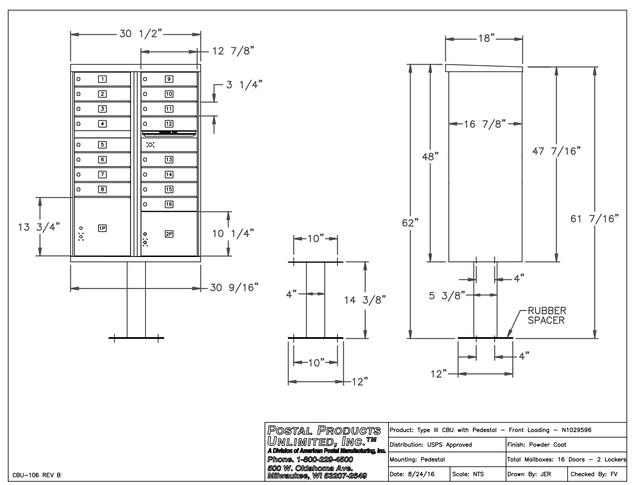
NOTES:

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)

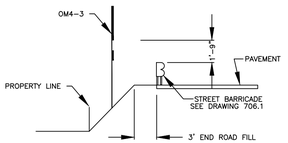
Drawing Title:

Details 1 Of 2 Petition (R25-12)

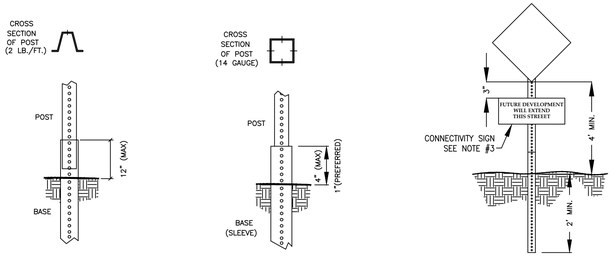
Project No.	Drawing No.
5259	SP-6
DWG File Name: 2839-Rezoning & Site Plan	

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

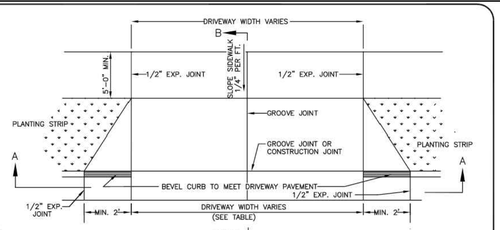
END OF ROADWAY MARKER

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

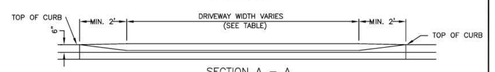
NOTES:

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.

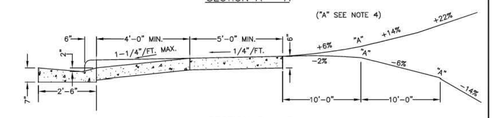
DRIVEWAY CLASSIFICATION		
TYPE DRIVEWAY	MINIMUM	MAXIMUM
TYPE I-RESIDENTIAL		
60' LOT WIDTH OR LESS	14'	14'
OVER 60' LOT WIDTH	14'	20'



PLAN VIEW



SECTION A – A



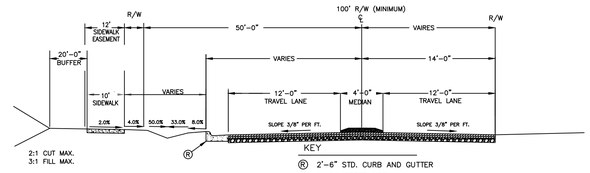
SECTION B – B

NOT TO SCALE

Town of Huntersville NORTH CAROLINA | STANDARD DRAWING

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

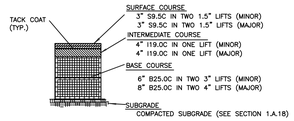
REV. DATE
08/01/17
STD. NO.
111.1



KEY

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

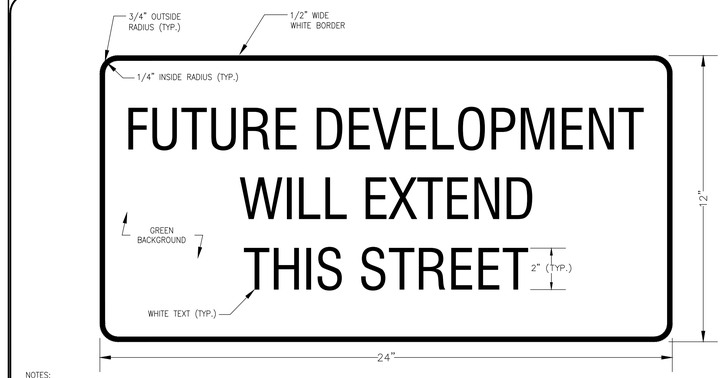
MT. HOLLY-HUNTERSVILLE TYPICAL SECTION(W/ PROPOSED WIDENING WITH MEDIAN)
SCALE: N.T.S.



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:

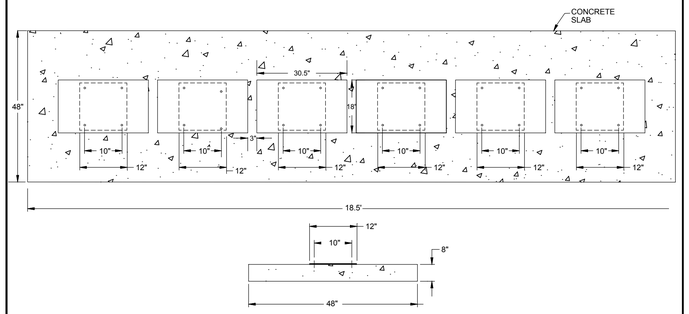
1. SIGN SHALL MEET OR EXCEED MUTCD STANDARDS FOR RETROREFLECTIVITY
2. SIGN MATERIAL SHALL BE 0.080" THICK ALUMINUM
3. ALL LETTERS SHALL BE SERIES B-2000 FROM THE 2004 STANDARD HIGHWAY SIGNS MANUAL (AND ANY REVISION THERETO) PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.

NOT TO SCALE

Town of Huntersville NORTH CAROLINA | STANDARD DRAWING

STREET CONNECTIVITY SIGN FOR END OF ROADWAY BARRICADE

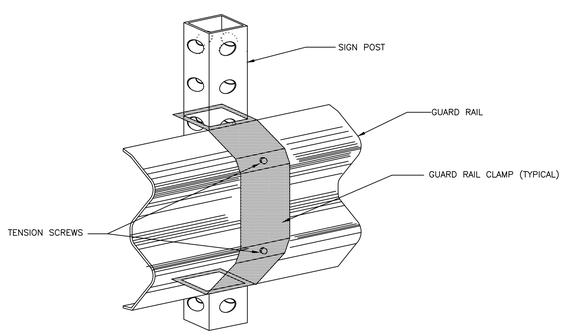
REV. DATE
11/1/10
STD. NO.
708.1



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:

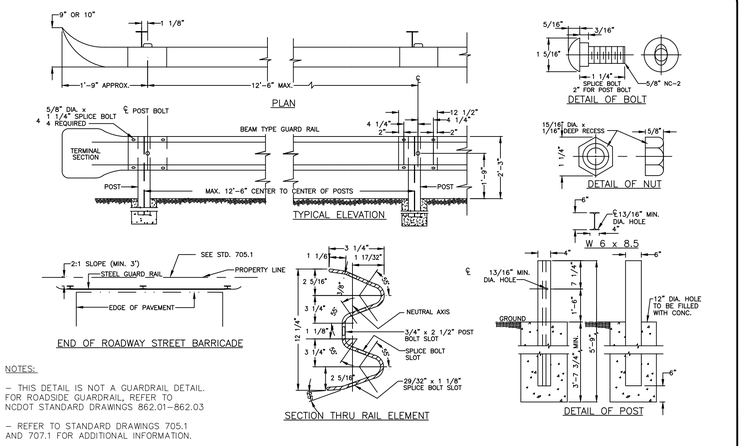
1. STEEL BEAM TYPE GUARD RAILS SHALL BE INSTALLED AT THE END OF ALL DEAD-END STREETS, EXCEPT CUL-DE-SAC STREETS WHICH HAVE BEEN APPROVED WITH A PERMANENT TURNAROUND.
2. FOR STREETS 28' IN WIDTH, THE GUARD RAIL SHALL CONSIST OF TWO (2) 12'-8" SECTIONS OR ONE (1) 25' SECTION, THREE (3) STEEL POSTS, AND 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
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
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 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

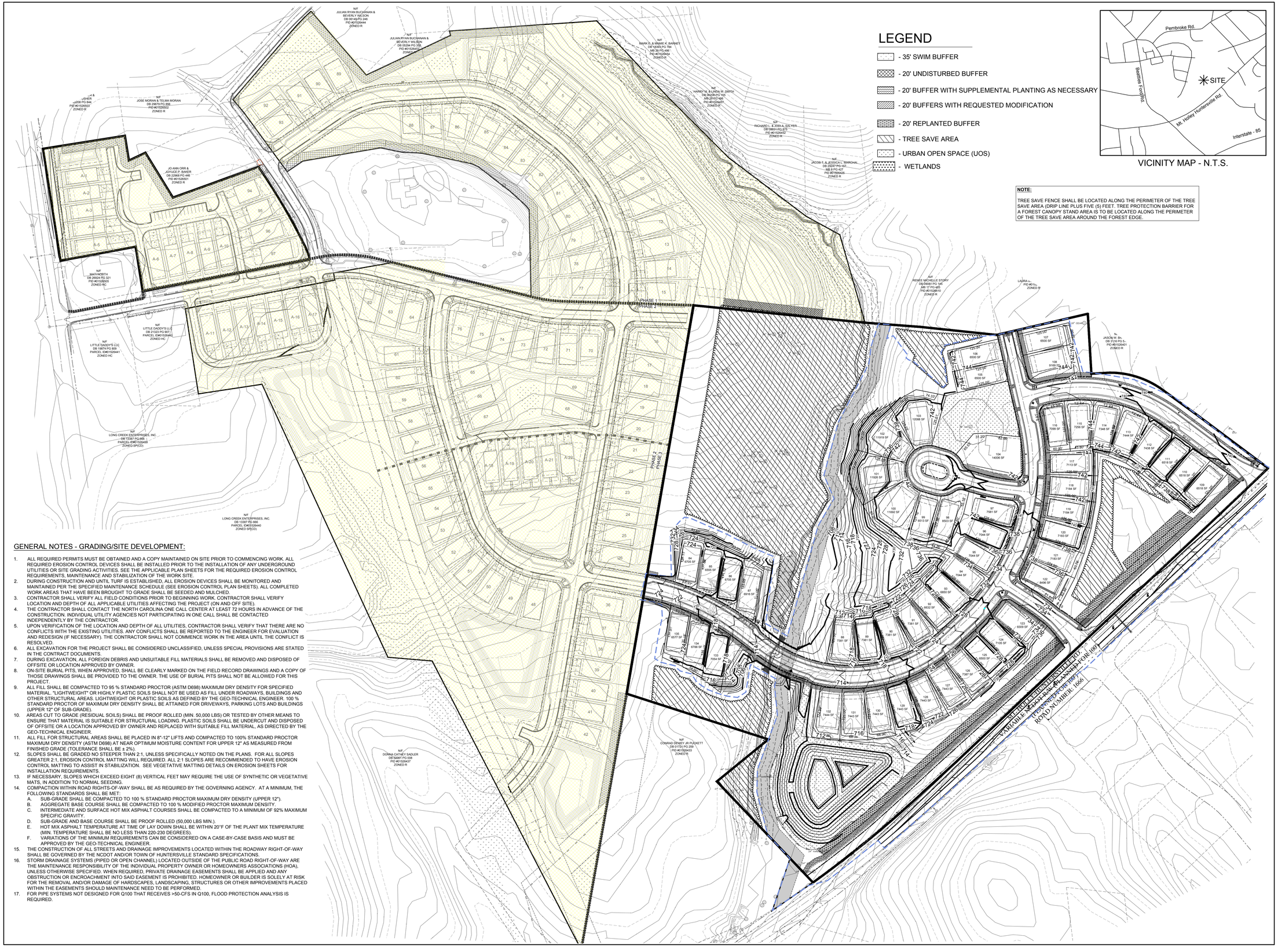
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

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.

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:
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. CATES 10/29/2025

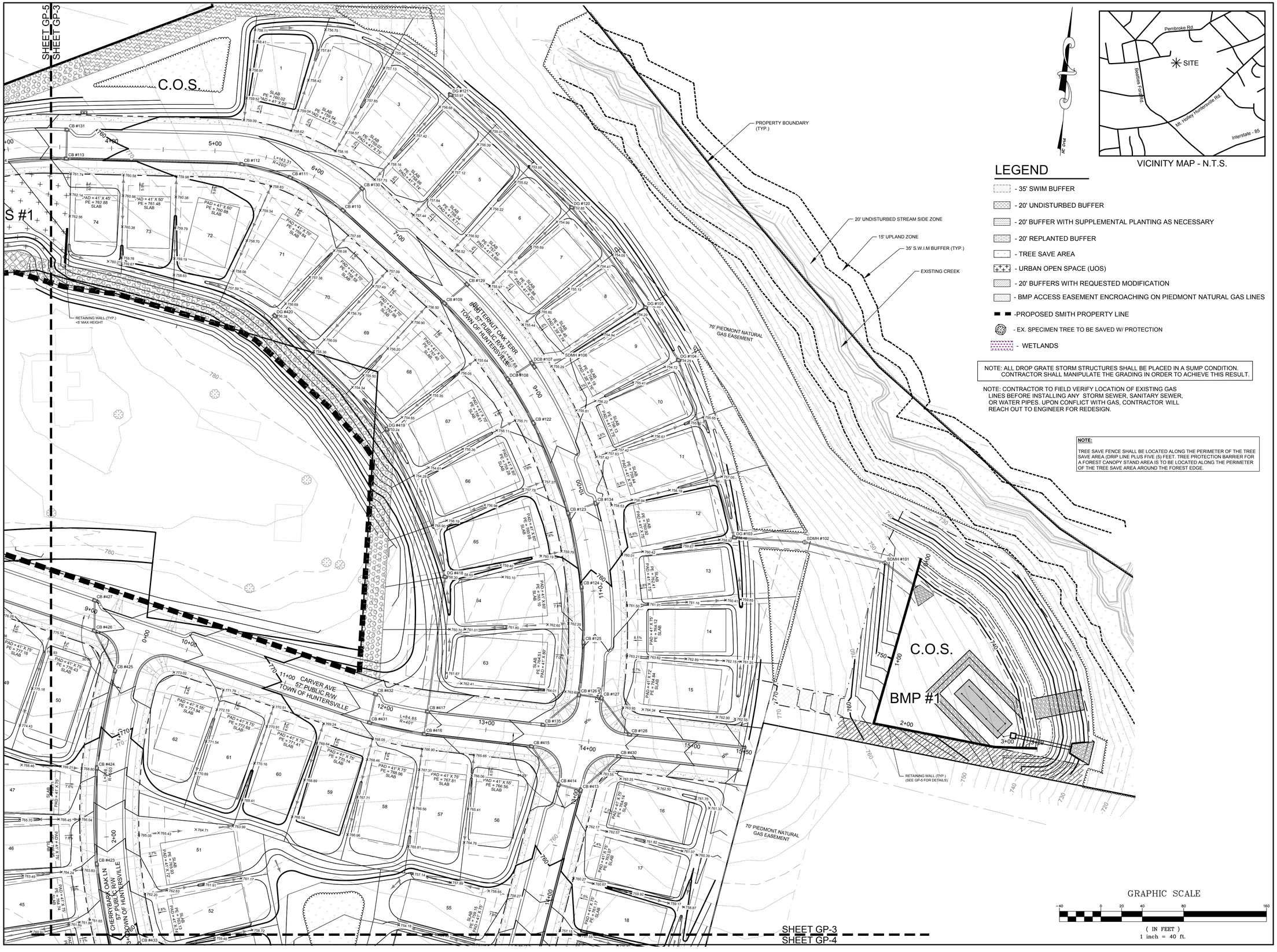
Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

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

NORTH CAROLINA 811 — North Carolina One-Call Center

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

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 CORP. 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	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.

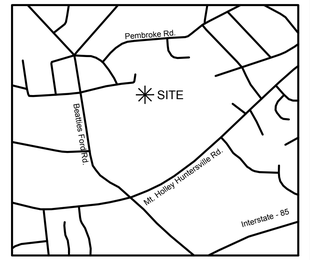
BMP #3
C.O.S.

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.

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.

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

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 23, 2025	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

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

Project:

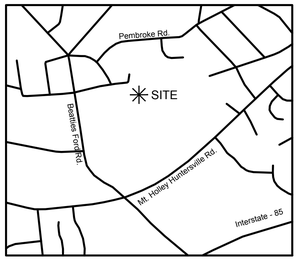
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Grading Plan 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
- 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
- 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.

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

-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

NORTH CAROLINA 811 — North Carolina One-Call Center

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

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 FIRM R. JOE HARRIS & ASSOCIATES, INC. SEAL C-4168

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 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)

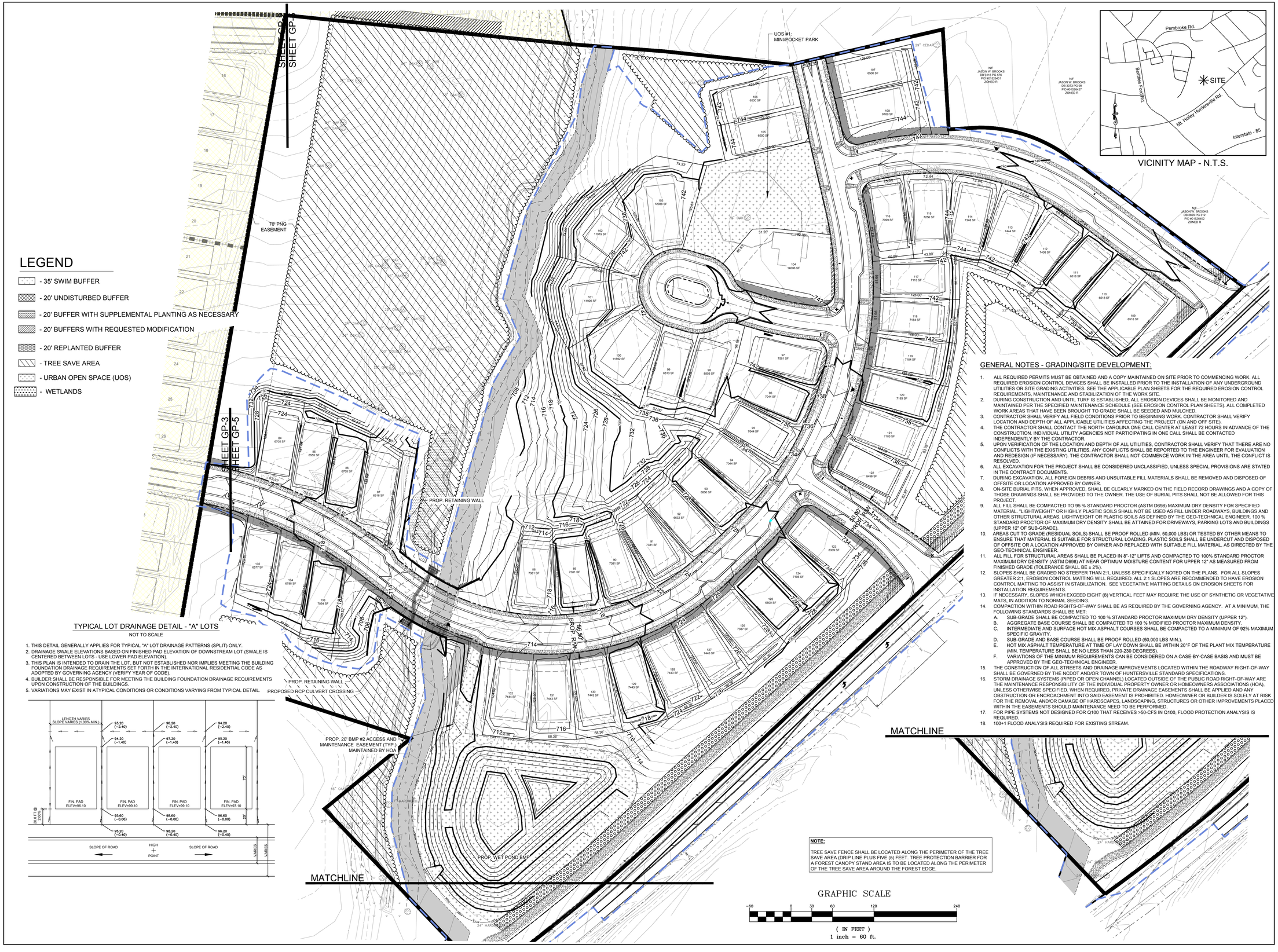
Drawing Title:

Grading Plan 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:

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.
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
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:

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 CORP. 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: -	Asbuilt Date: -

Client:

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

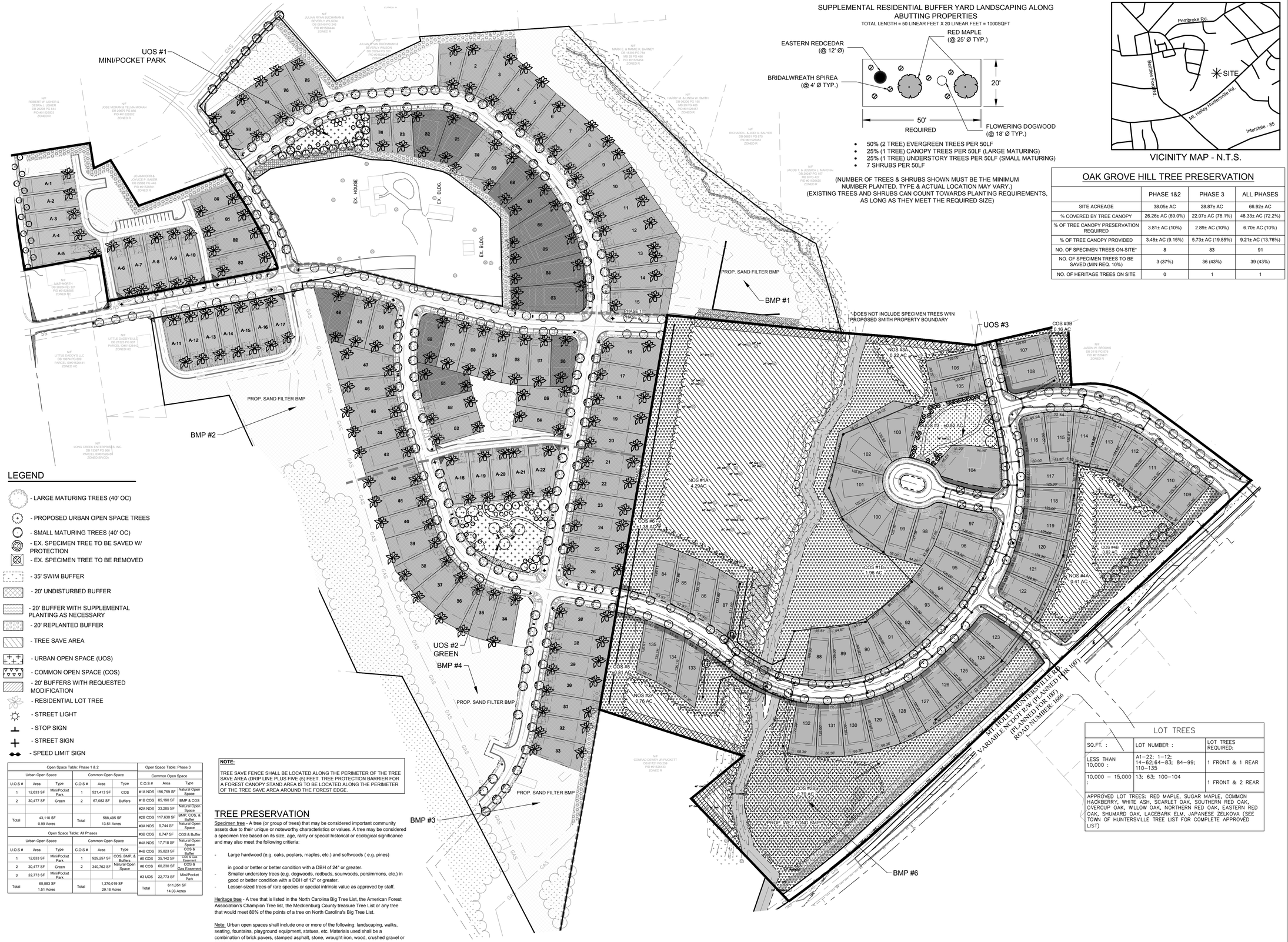
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Grading Plan 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
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:

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 CORP. 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: -	Asbuilt Date: -

Client:

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

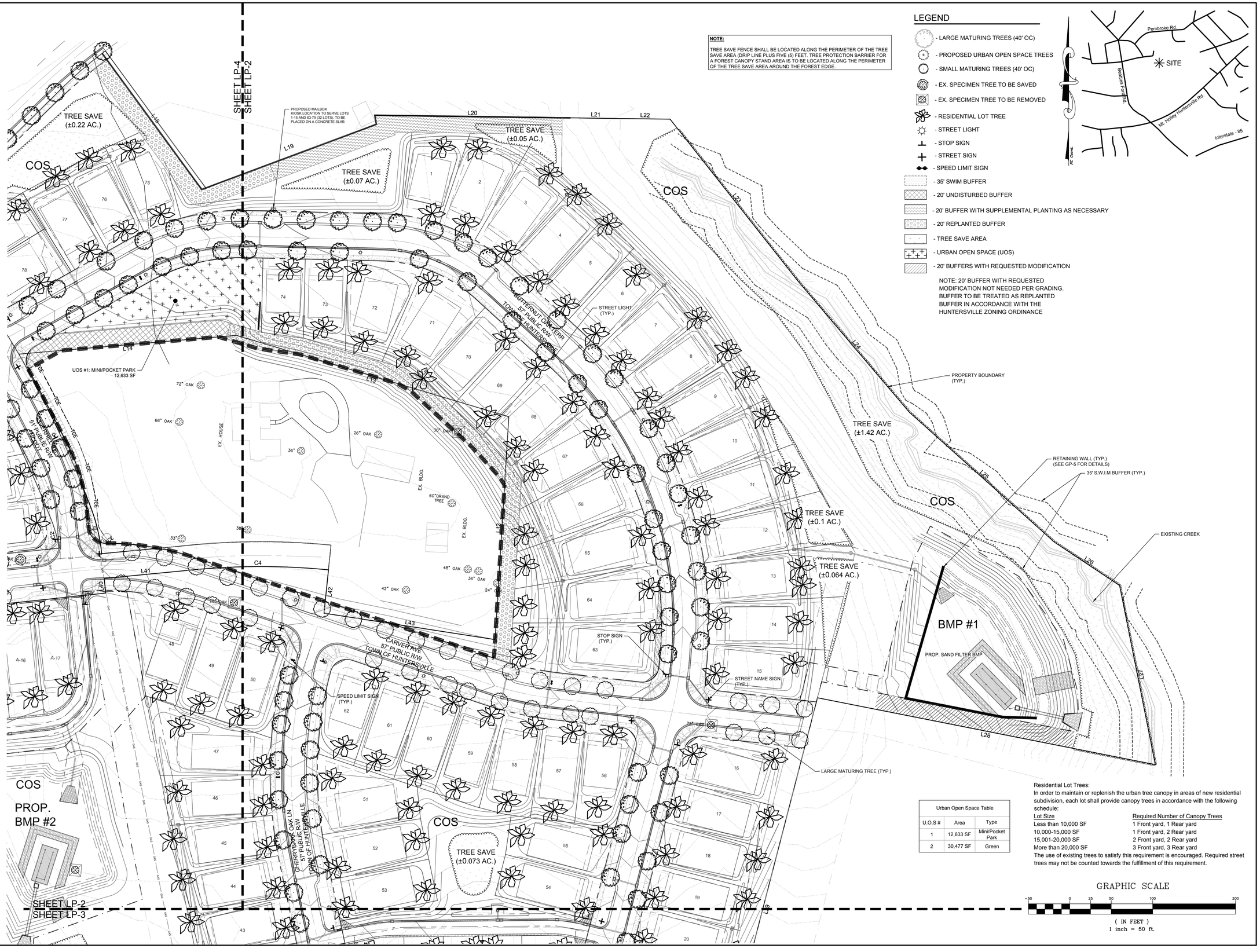
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Overall 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.

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:
RJH
R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
127 Ben Casey Drive, Suite 101, Fort Mill, 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

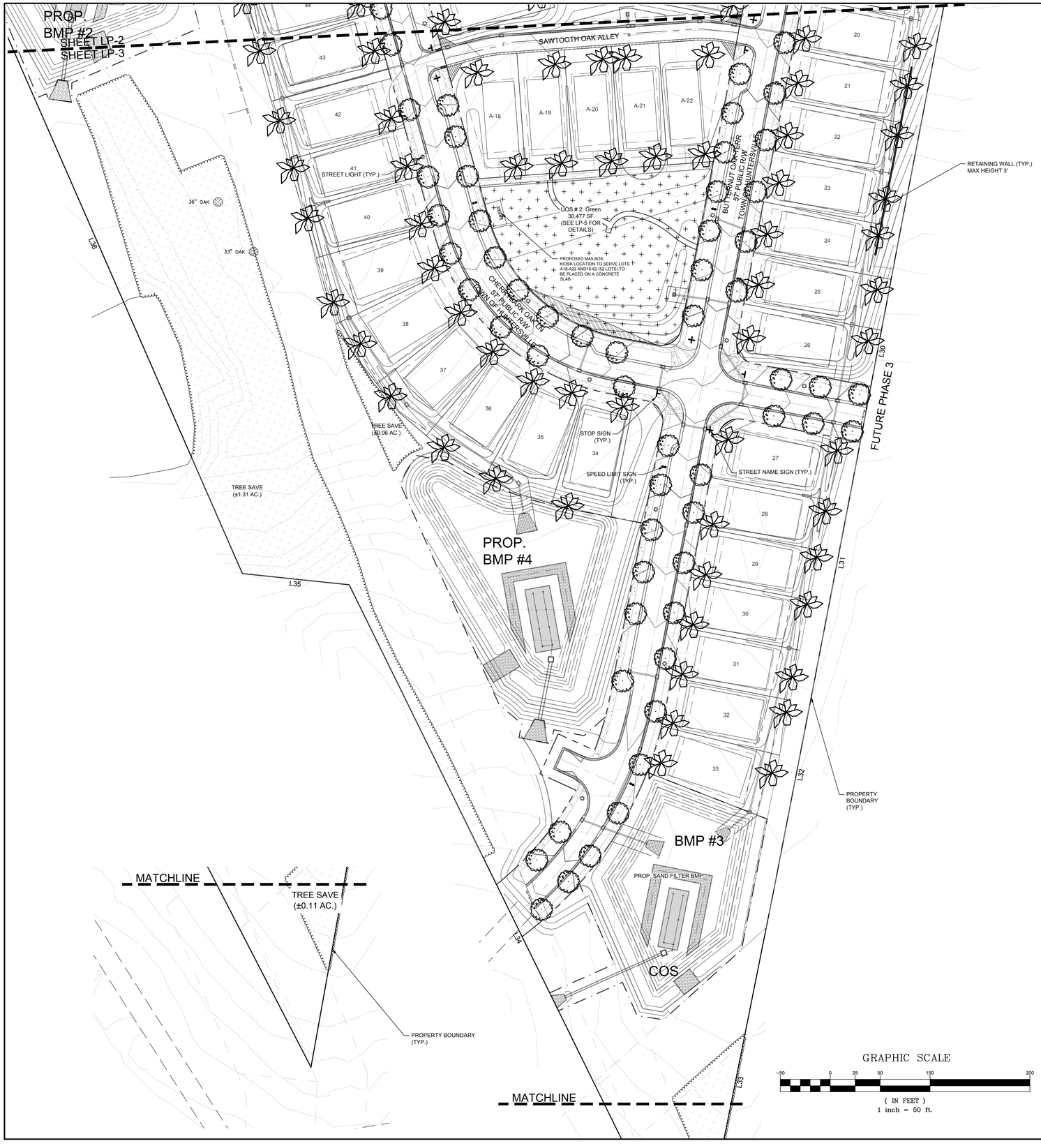
Project Manager: D. Gates	Drawn: K. Sinclair
Department Manager: B. Pridemore	Checked: D. Gates
Print/Plot Date: October 29, 2025	
Asbuilt Drawn: DATE DRAWN	Asbuilt Date: DATE OF SURVEY

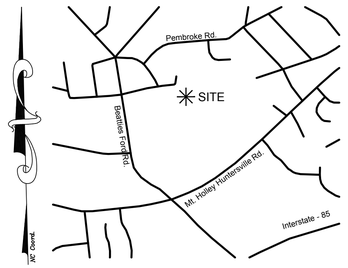
Client:
Carver Bowman, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
P: (704) 875-9704

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

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.

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

−50 0 25 50 100 200

(IN FEET)
1 inch = 50 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:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

327 Bein Casey Drive, Suite 101, Fort Mill, 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 CORP. 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:

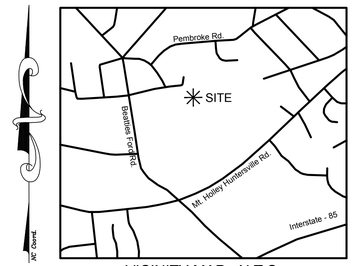
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

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
- 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

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.

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

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

-50 0 25 50 100 200

(IN FEET)
1 inch = 50 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:

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 ENGINEERING & SURVEYING R. JOE HARRIS & ASSOCIATES, INC. SEAL C-4168

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:

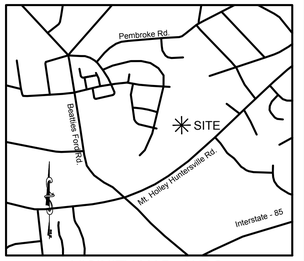
Landscape Plan 3 Of 4 Petition (R25-12)

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
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: 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	

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	



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
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:
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 ENGINEERING & SURVEYING CORPORATION — 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: -	Asbuilt Date: -

Client:

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

Project:

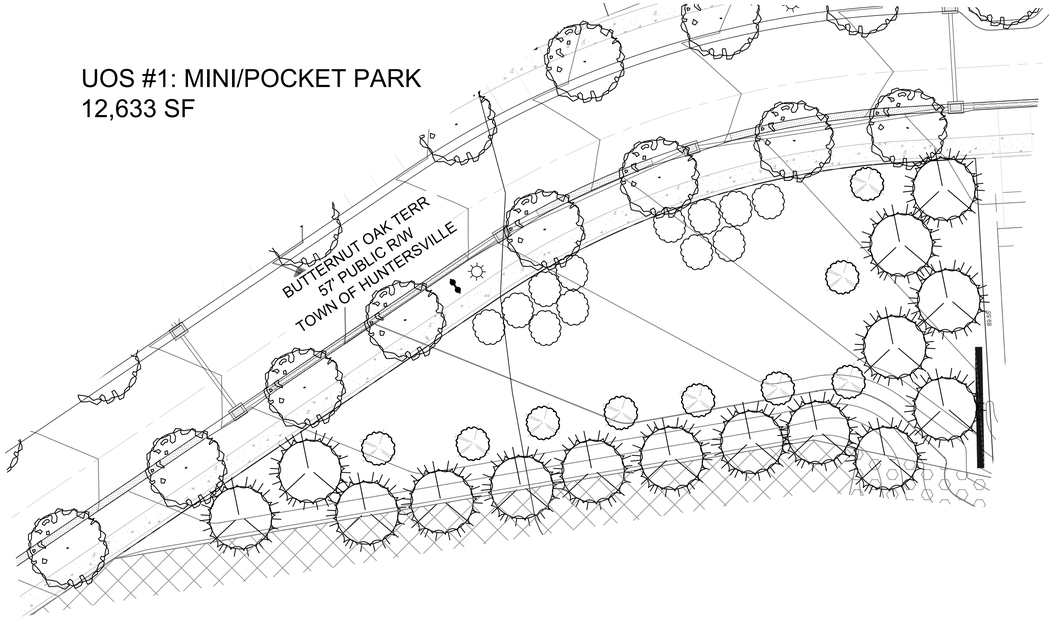
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Landscape Plan 4 Of 4 Petition (R25-12)

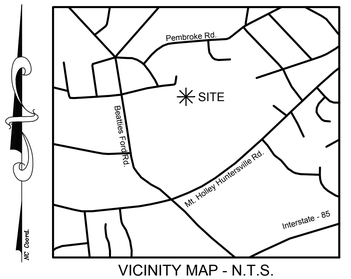
Project No.: 5259	Drawing No.: LP-5
DWG File Name: 5259_Landscape Plan	

UOS #1: MINI/POCKET PARK
12,633 SF



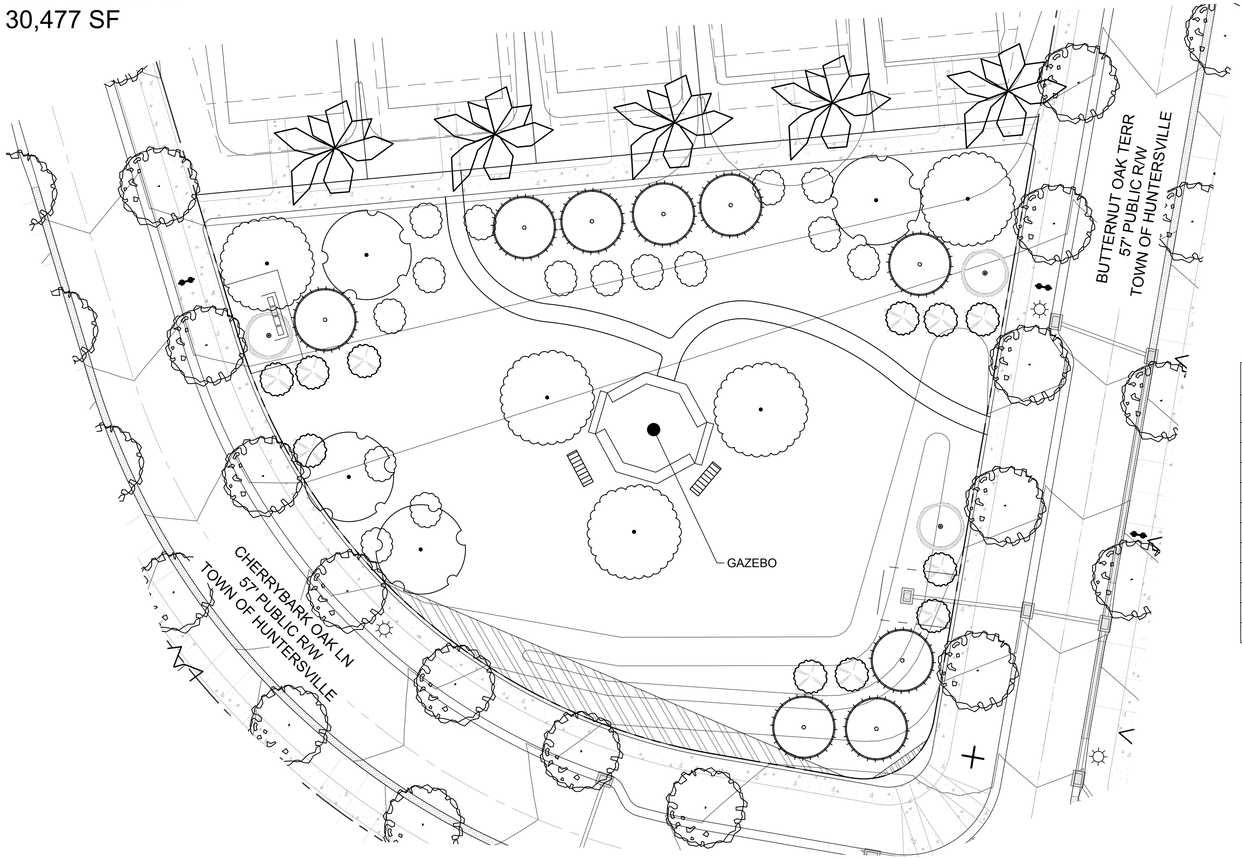

Shown with optional two tier roof, cupola, floor, flowerbox and bench/table.

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
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:

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. 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

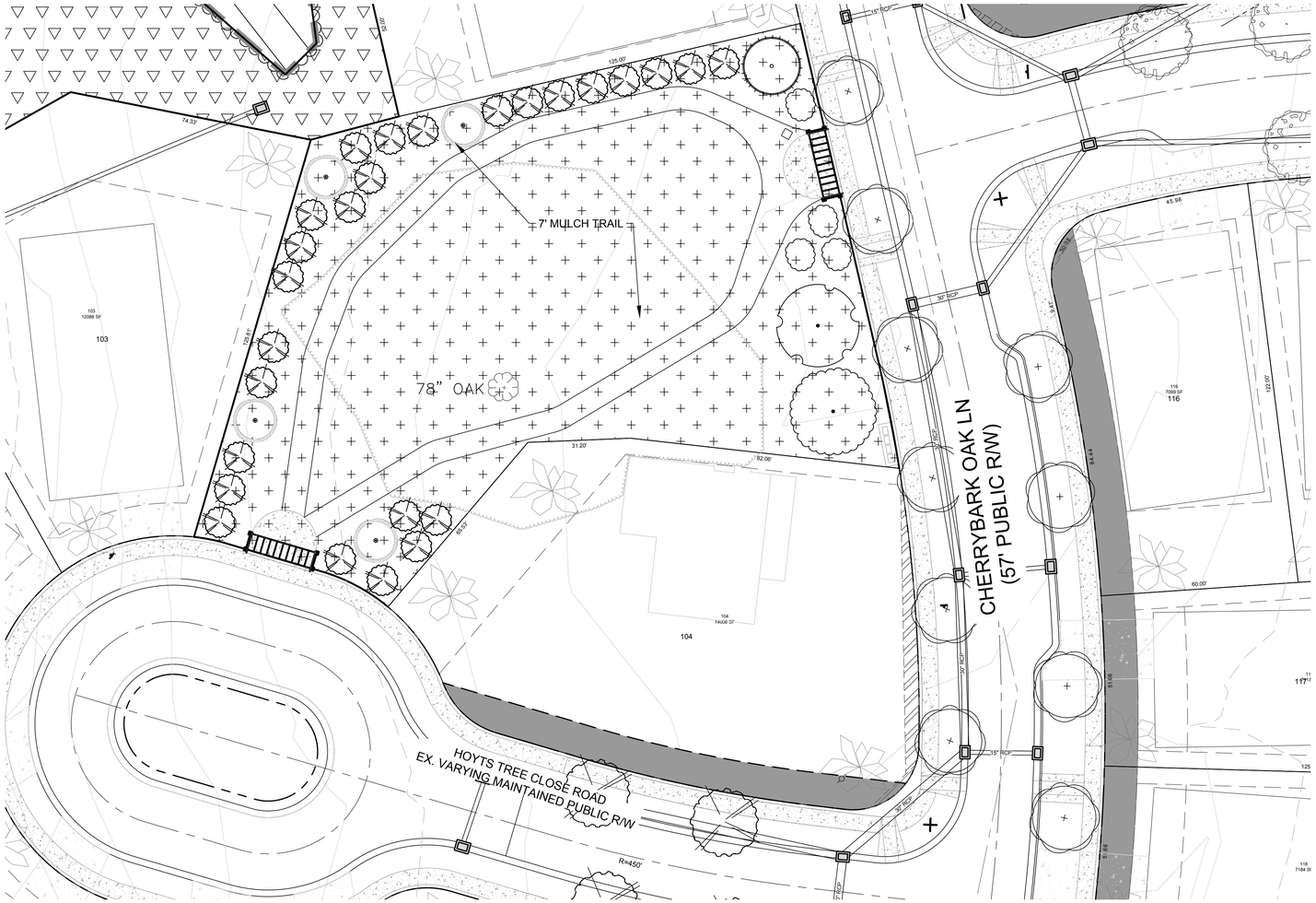
Project:

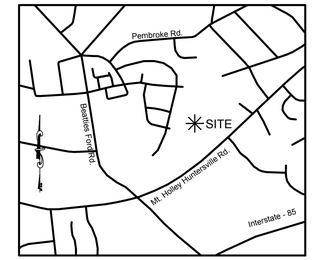
Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

Urban Open Space Design 1 Of 2 Petition (R25-12)

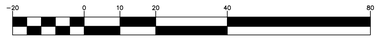
Project No.: 5259	Drawing No.: LP-6
DWG File Name: 2839-Landscape plan	





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:

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.

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



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:

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 CORPORATE 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

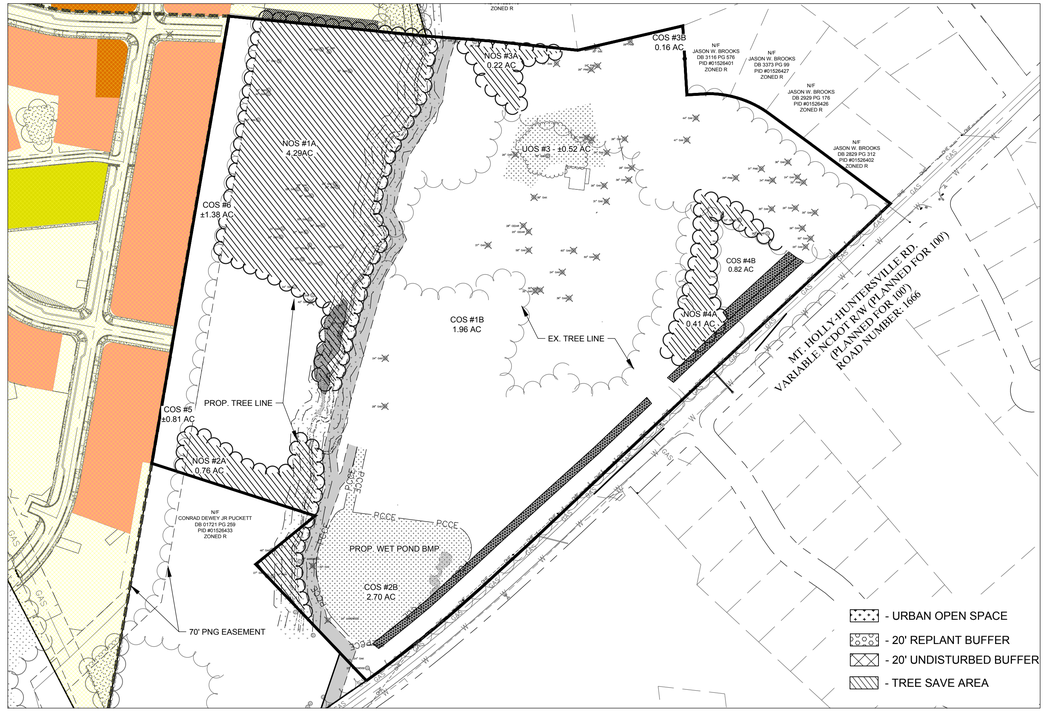
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

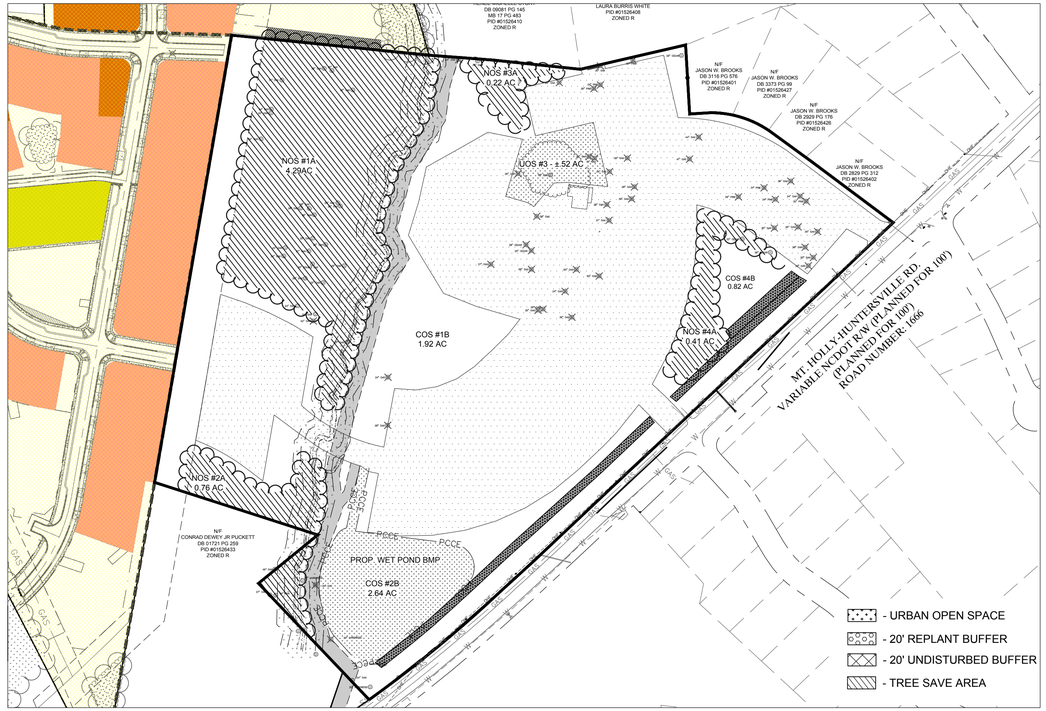
Urban Open Space Design 2 Of 2 Petition (R25-12)

Project No.	Drawing No.
5259	LP-7
DWG File Name: 5259_Landscape Plan	



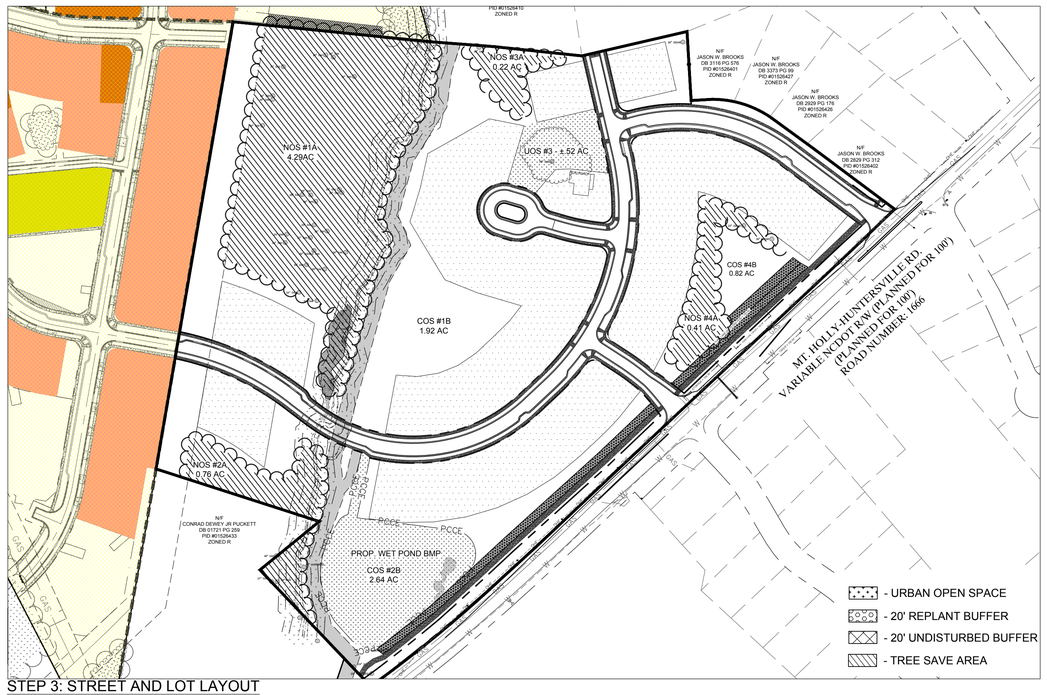
STEP 1: IDENTIFY OPEN SPACE

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.



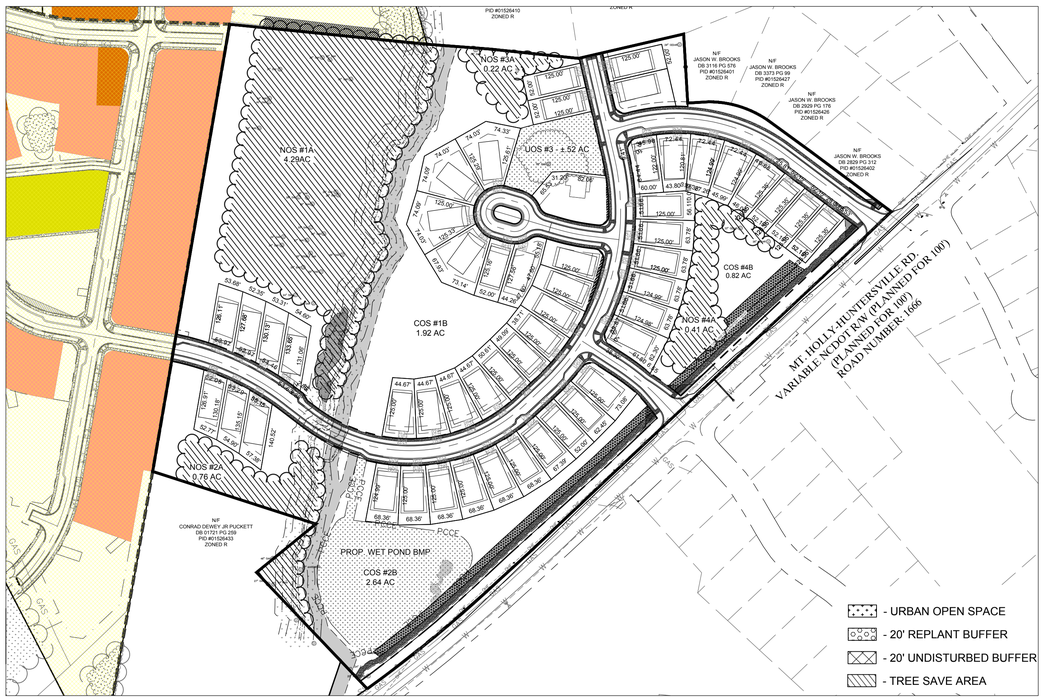
STEP 2: LOCATION OF HOUSE SITES

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

NORTH CAROLINA 811 — North Carolina One-Call Center
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

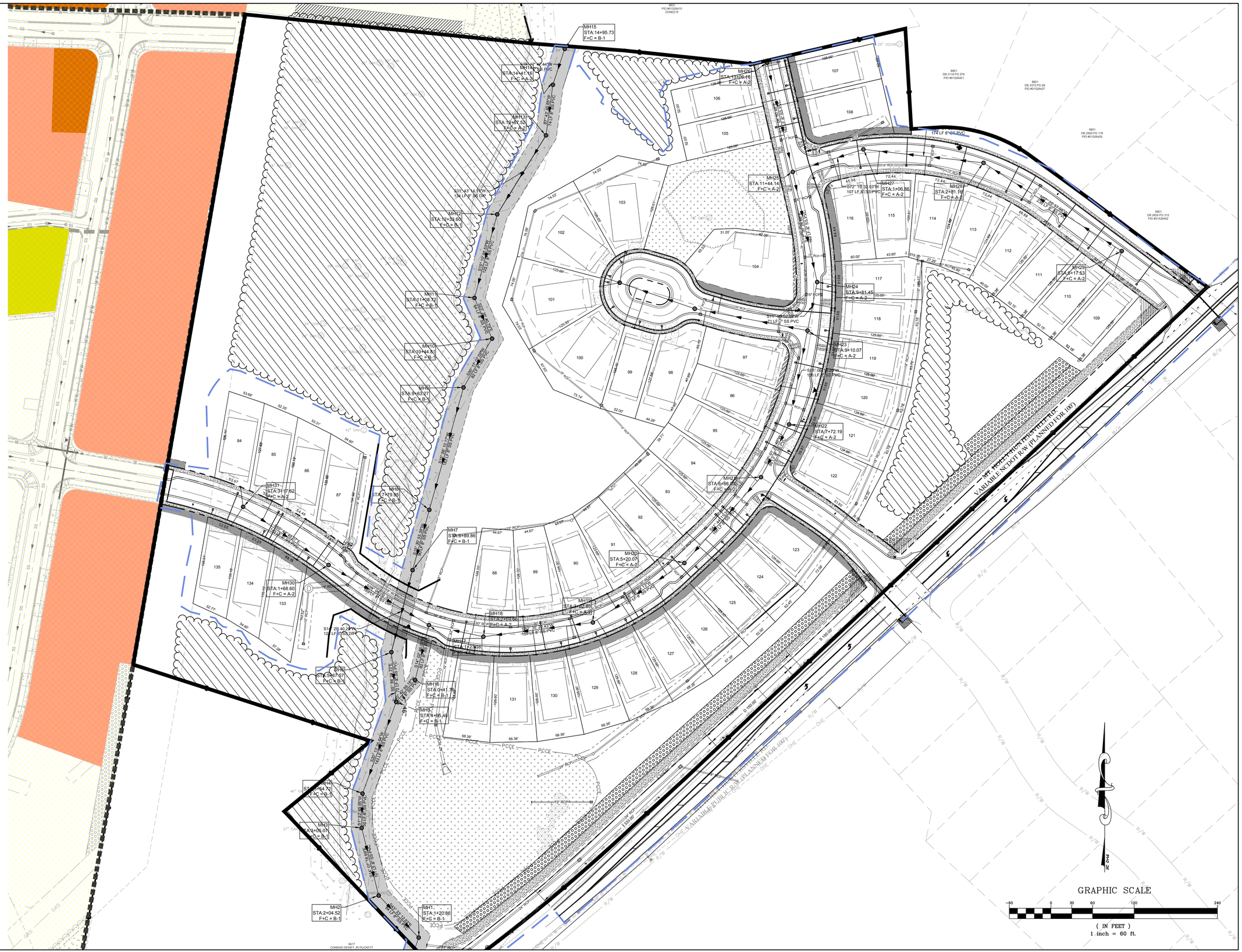
Project:

Oak Grove Hill Rezoning Plan (Petition R25-12)

Drawing Title:

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
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 CORPORATION 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:
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

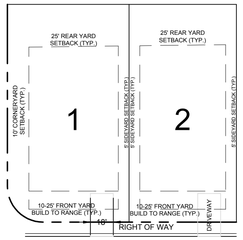
BL 13 1160'	BL 16 665'	BL 19 155'	
BL 14 439'	BL 17 228'	BL 20 285'	
BL 15 279'	BL 18 231'		

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		

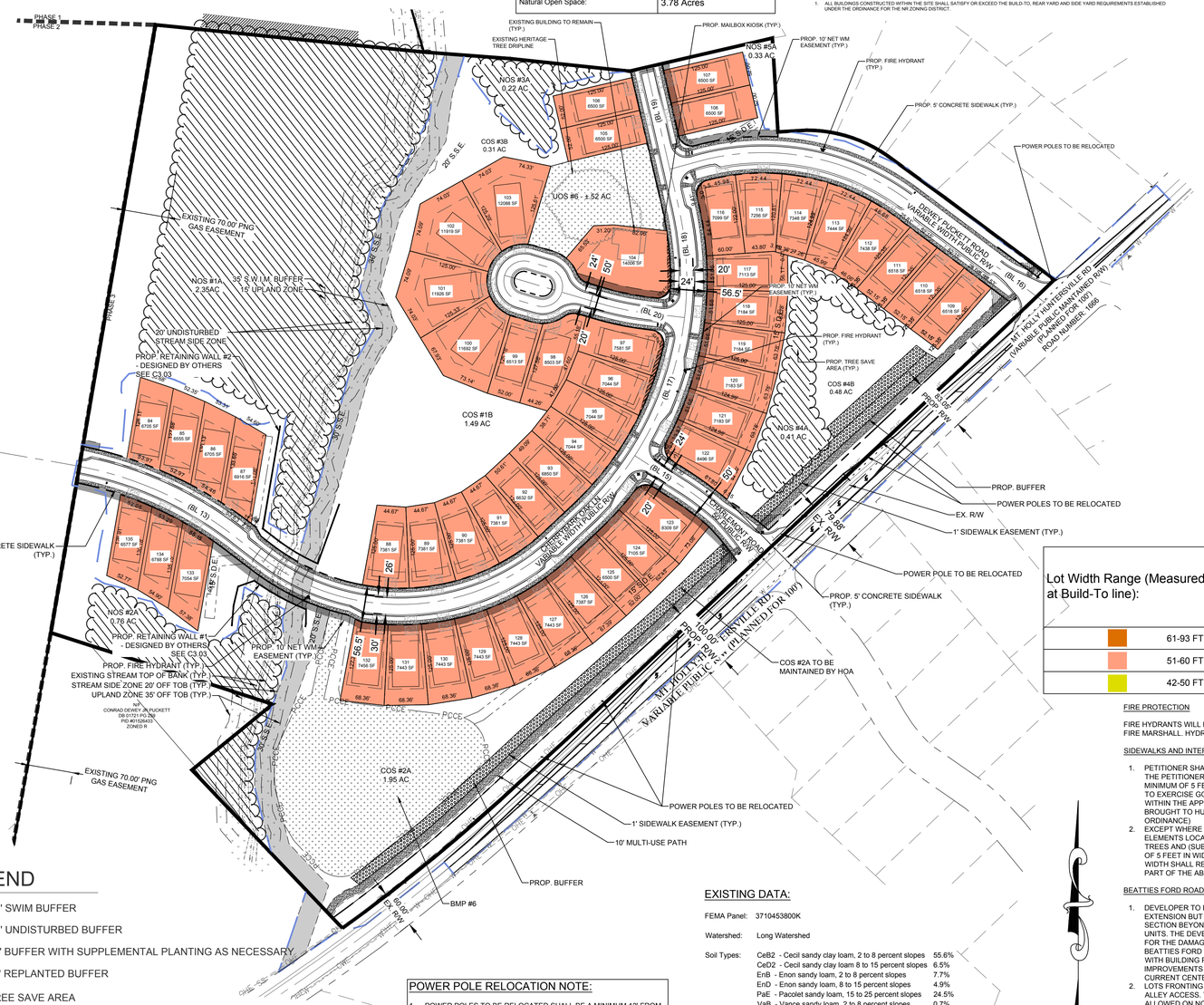


LOT SETBACKS

- 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:

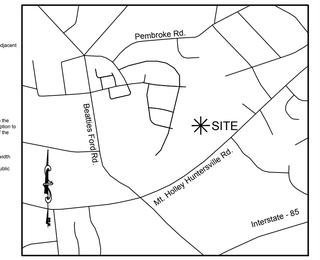
1. BOUNDARY SURVEY PROVIDED BY RJH & ASSOCIATES, CHARLOTTE, NC., DATED: 06/15/2018
2. ADJACENT PARCEL & INFORMATION PROVIDED BY 2018 MECKLENBURG COUNTY FIELD DATA
3. PORTIONS OF ADJACENT PROPERTY (PID #01526460) WITHIN NEW RIGHT OF WAY OF CARVER AVENUE SHALL BE ACQUIRED BY THE DEVELOPER, INCLUDED IN 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

NORTH CAROLINA 811 — North Carolina One-Call Center
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

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

BOWMAN DEVELOPMENT GROUP

March 09, 2026

Mayor and Members of the Town Board of Commissioners,

On behalf of Bowman Development Group, we respectfully request a modification to the approved development plan Oak Grove Hill, R25-12. The requested change would remove one of the previously approved stream crossings and adjust the lot layout, resulting in the addition of one lot.

The decision to modify our approved plan was not made lightly. Our team evaluated numerous engineering alternatives during the permitting phase to maintain the integrity of the original vision for Oak Grove Hill, including the neighborhood connection to Mt. Holly-Huntersville Road. During that process, it became clear that constructing two stream crossings would disturb the creek to a degree that would require additional mitigation measures. Rather than increase the environmental impact, we are proposing to remove one crossing and retain the remaining road connection. This approach reduces disturbance to the stream while still allowing internal traffic to access Mt. Holly-Huntersville Road, maintaining the connectivity envisioned in the original approval.

Since the original approval of R22-05, the Town has adopted several ordinance updates. Our team has worked diligently to incorporate many of these newer standards while preserving the character and intent of the approved plan. As part of this modification request, we are asking the Board to consider three specific adjustments:

1. Block Length Waiver

   Due to the existing topography and the stream corridor, we request that the previously granted block length waiver remain in place. The conditions that supported the waiver in the original R22-05 approval remain unchanged.

2. Tree Survey Modification

   A majority of the specimen trees—and all heritage trees—are located within Phase 3 of Oak Grove Hill. We remain committed to working closely with the Town's arborist to identify and preserve specimen trees. While the revised plan reflects a slight reduction compared to the previous approval, it still significantly exceeds the Neighborhood Residential canopy requirement of 10%. The proposed plan preserves 19.85% canopy, nearly double the required amount.

   In response to the Town's concerns regarding protection of the heritage tree, we are also proposing a conditional note to be placed on the Phase 3 final plat and incorporated into deed restrictions of the house within the tree canopy to ensure long-term protection.

13815 Cinnabar Place • Huntersville • NC • 28078
704.875.9704

3. Buffer Modification
   There are three limited areas where site constraints prevent us from meeting the new 30-foot buffer standard. In these locations, we request a modification allowing a 20-foot buffer, the standard that applied under the original R22-05 approval. All buffers will still be planted in accordance with the Town's current planting standards.

The addition of one lot results from our decision to restore the existing house and incorporate it into the neighborhood. Because this differs from the original R22-05 approval, which placed the home under HOA ownership, we are proposing an urban open space design for the Board's consideration (see attached plan). We believe this design, combined with deed restrictions protecting the heritage tree, advances the intent of Policy LU.8.2 of the Huntersville Community 2040 Plan, which calls for evaluating and strengthening incentives that encourage higher design standards.

Our team has had the privilege of working in Huntersville for more than 35 years, contributing to the growth and character of this community. We value that partnership and remain committed to development that reflects the Town's long-term vision.

Thank you for your consideration of these modifications to the Oak Grove Hill conditional rezoning plan. As we look ahead to the continued growth of Huntersville, we also appreciate the opportunity to reflect on decades of collaboration in building a strong and vibrant community together.
Respectfully,

Robert, "Nate" Bowman

Prepared by and Return to:
Parker Poe Adams & Bernstein LLP
620 South Tryon Street, Suite 800
Charlotte, North Carolina 28202

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("**Declaration**") is made _____, 20___ ("**Effective Date**") by **CARVER BOWMAN, LLC**, a North Carolina limited liability company ("**Declarant**").

A. Declarant owns the real property in the Town of Huntersville, Mecklenburg County, North Carolina, described on **Exhibit A** ("**Restricted Property**").

B. In anticipation of the conveyance of the Restricted Property, Declarant desires to restrict the Restricted Property for the benefit of the real property owned by Declarant in the Town of Huntersville, Mecklenburg, North Carolina, described on **Exhibit B** ("**Benefitted Property**").

C. Declarant would not have agreed to convey the Restricted Property but for the restrictions and covenants imposed on the Restricted Property as set forth in this Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Declarant declares as follows:

1. Definitions.

(a) "**Association**" means any property owners association having jurisdiction over the Restricted Property.

(b) "**Benefitted Party**" means the Association and each Benefitted Property Owner.

(c) "**Benefitted Property Owner**" means each owner of all or any portion of the Benefitted Property, during that owner's period of ownership.

(d) "**Heritage Tree Drip Area**" means the portion of the Restricted Property located north of the "Existing Heritage Tree Drip Line" as shown on **Exhibit C**.

(e) "**Improvements**" means any building, structure or other similar improvements.

(f) "**Restricted Property Owner**" means each owner of all or any portion of the Restricted Property, during that owner's period of ownership.

2. **Declaration of Restrictions**. The Restricted Property shall be held, sold, conveyed, improved and occupied subject to the terms of this Declaration. No Improvements shall be erected within the Heritage Tree Drip Area; except that any Improvements existing within the Heritage Tree Drip Area as of the Effective Date are permitted to remain within the Heritage Tree Drip Area. If all or any portion of such Improvements are damaged or destroyed, then such Improvements may be replaced or repaired so long as such replacement or repair is made within the same footprint of such Improvements as existed prior to such damage or destruction.

3. **Binding Effect**. This Declaration shall be binding on each Restricted Property Owner, and shall inure to the benefit of each Benefitted Party. This Declaration shall burden the Restricted Property and run with the title to the Restricted Property. This Declaration shall benefit the Benefitted Property and run with the title to the Benefitted Property.

4. **Enforcement**. Declarant and each Benefitted Party may (but shall have no obligation to) enforce the terms of this Declaration against any person or entity violating or attempting to violate this Declaration and may enter proceedings at law or in equity to restrain a violation and to recover damages for a breach or violation and may recover costs of enforcement (including reasonable attorneys' fees). Each Restricted Property Owner, by its acquisition of a portion of the Restricted Property, agrees that a violation of this Declaration may result in immediate, irreparable harm for which monetary damages alone are not adequate. No delay or failure by Declarant or a Benefitted Party to invoke an available remedy with respect to a violation of this Declaration shall be held to be a waiver of any right available upon the recurrence or continuance of that violation or the occurrence of a different violation.

5. **Amendment**. This Declaration may not be amended without the prior written consent of each Restricted Property Owner and Benefitted Property Owner. No such amendment shall be effective until recorded in the Office of the Mecklenburg County Register of Deeds ("**Registry**").

6. **Term**. This Declaration shall remain in full force and effect to the fullest extent permitted by law for a period of thirty (30) years from the Effective Date. Thereafter, as then in force, this Declaration shall be continued automatically for successive ten (10) year periods without further notice and without limitation, unless terminated by an instrument executed by each Restricted Property Owner and Benefitted Property Owner, and recorded in the Registry.

7. **Governing Law**. This Declaration is governed by North Carolina law.

8. **Severability**. If any provision of this Declaration is held to be invalid or unenforceable, then such provision will be fully severable from this Declaration, and the remaining provisions of this Declaration will remain in full force and effect and will not be affected thereby. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Declaration a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be reasonably possible.

9. **Notice**. Any notice contemplated by this Declaration must be in writing, addressed as set forth in the records maintained by the Mecklenburg County Tax Assessor's Office and shall be either (a) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered three (3) business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one (1) business day after deposit with such courier; or (c) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery.

10. **Interpretation**. Except as otherwise specified in this Declaration: (a) "includes" and "including" mean includes or including by way of illustration and not by way of limitation; (b) "may" is

permissive; (c) references to Exhibits, Sections or subsections are to those attached to or included in this Declaration, and all Exhibits are incorporated into this Declaration; and (d) the section and other headings in this Declaration are for convenience only and do not limit or expand any provisions of this Declaration.

11. **No Forfeiture**. No violation of this Declaration shall result in a forfeiture or reversion of title.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

CARVER BOWMAN, LLC,
a North Carolina limited liability company

By:_____
Name: Robert B. Bowman
Its: Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, _____, a Notary Public for the State of North Carolina, do hereby certify that Robert B. Bowman, Manager of **CARVER BOWMAN, LLC**, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 20___.

_____
Notary Public

Notary Public for _____
My Commission Expires:_____
[NOTARIAL STAMP-SEAL]

Exhibit A

Restricted Property

Lying and being in the Town of Huntersville, Mecklenburg County, North Carolina and more particularly described as follows:

[Insert description of Lot 154]

Exhibit B

Benefitted Property

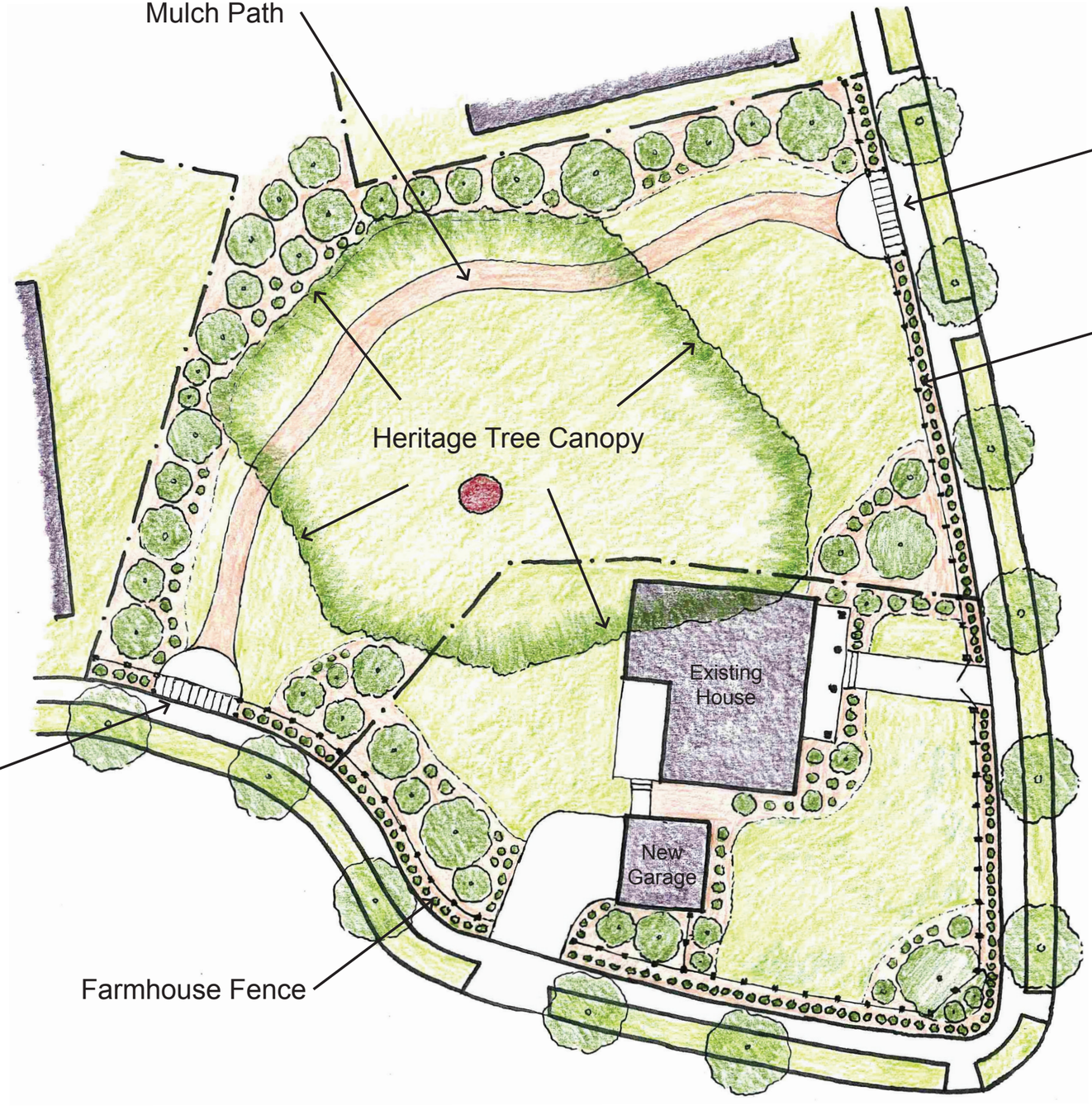
Lying and being in the Town of Huntersville, Mecklenburg County, North Carolina and more particularly described as follows:

[Insert description of UOS #7]

Exhibit C

Heritage Tree Drip Area

[Insert map showing the Heritage Tree Drip Area]


Mulch Path
Trellis Entry
Farmhouse Fence
Heritage Tree Canopy
Existing House
New Garage
Trellis Entry
Farmhouse Fence





Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Jesse James, Principal Planner

Subject: Petition #R25-15: Old Statesville Road Mixed Use

EXPLAIN REQUEST:

Consider a decision 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:

Final decision.

FINANCIAL IMPLICATIONS:

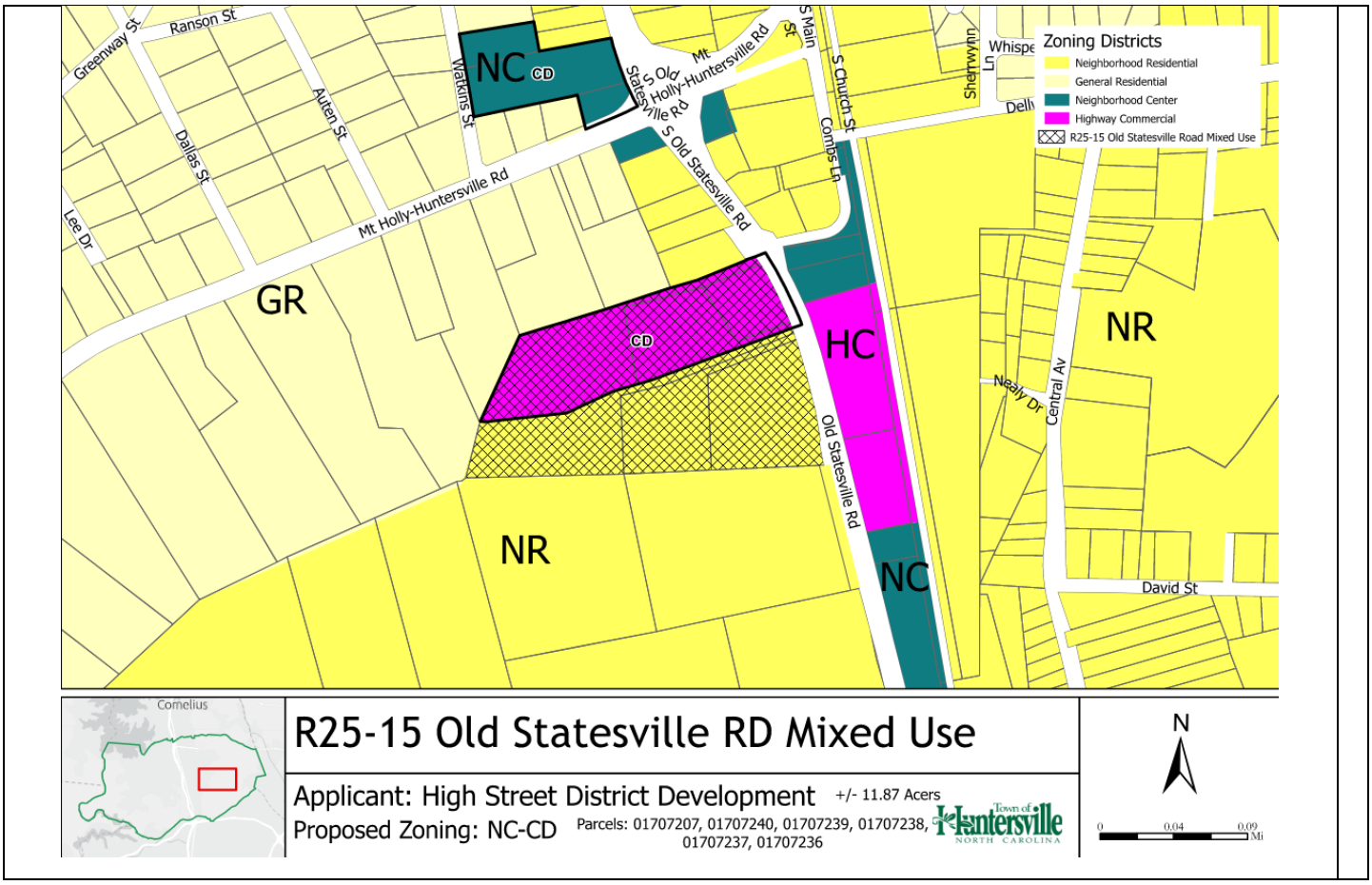
N/A

ATTACHMENTS:

1. R25-15 Final 3-17-26 Staff Report
2. Old Statesville Mixed Use_Rezoning Engineering Comment Summary_FINAL ACTION
3. 2. Town of Huntersville General Application_Signed
4. 3. Exhibit A Signature Pages
5. 12515 Old Statesville Mixed-Use 02.11.2026
6. Community Meeting Report R25-15

Petition R25-15
Old Statesville Rd Mixed Use

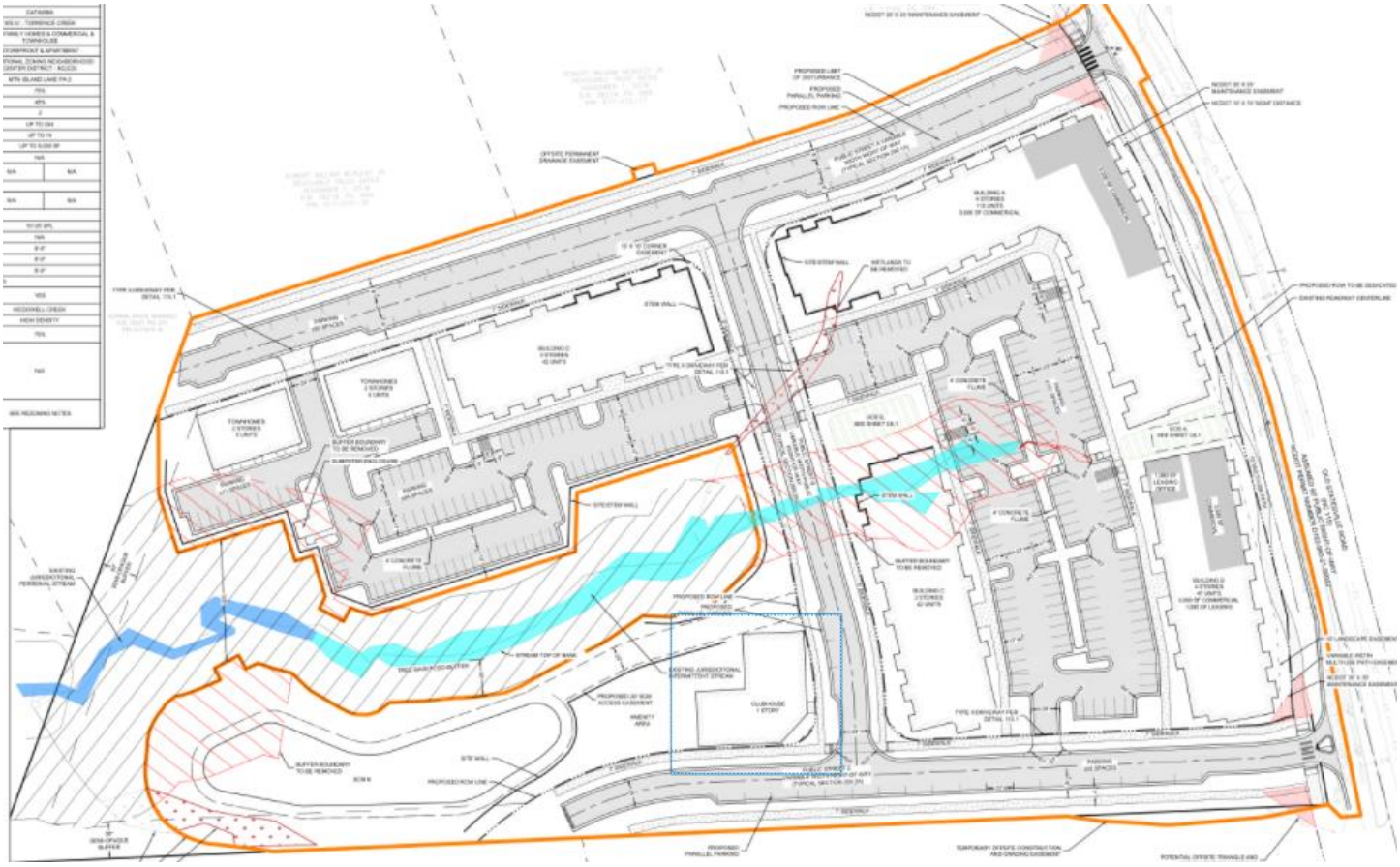
PART 1: PROJECT SUMMARY



1. Purpose: Rezone approximately 11.87-acres at 13501 Old Statesville Road (PINs 01707207, 01707236, 01707237, 01707238, 01707239, 01707240) from Highway Commercial Conditional District and Neighborhood Residential (HC-CD & NR) to Neighborhood Center-Conditional District (NC-CD) to permit a mixed-use development.
2. The proposal consists of 4 apartment buildings, 2 of which have commercial tenant space on a portion of the ground floor, 2 townhome buildings, and a clubhouse. The proposal is to allow up to 254 residential units, including 10 that are proposed as affordable (more details within).
3. Adjoining Zoning and Land Uses.
   - North: General Residential and Neighborhood Residential-Single Family Residential.
   - South: Neighborhood Residential- Congregate Care Housing
   - East: Highway Commercial/Neighborhood Center-Commercial
   - West: General Residential- Single Family Residential.
4. A neighborhood meeting was held on Monday, January 5, 2026. Questions asked by residents and the responses from the applicants are summarized in the Community Meeting Report (see Attachment).

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 Old Statesville Road.

PART 2: REZONING/SITE PLAN



The proposed Conditional District Rezoning Plan has modification proposals and site standard requests from staff that are presented in the body of this document. Generally, the layout and architecture of these buildings meet ordinance standards. Significant elements include:

- The plan is laid out with mixed use buildings A and B positioned fronting Old Statesville Road. The plan builds out a proposed street grid network with Public Street A, B, and C for connectivity and building fronting requirements with accessibility to buildings C, D, the Clubhouse and the 2 Proposed Townhome buildings(see Sheet C3.0).
    - **Staff Comment**- Staff recommend converting Building D to additional townhome buildings matching the buildings in that same quadrant of the plan while also lowering the density and height to better blend in with the existing single-family buildings adjacent to the north. NC zoning only permits 30% attached housing within a major subdivision (modification request in next bullet) by right. Staff support the idea of having lower density attached housing in the form of townhomes on that back portion of the plan to lower the density and be more in nature with the mix of housing required per ordinance while better matching surrounding land uses.
- **Modification Request**- Multi-family units may comprise up to 100% of the residential units.

- **Staff Comment**- The zoning ordinance article 3.2.5 states that in major subdivisions and planned developments, the aggregate number of dwelling units contained in attached houses, apartment buildings, and mixed-use buildings shall not exceed 30 percent of the total number of dwelling units in a project. This request would allow 100%, which is a break from the Towns' traditional mixing of housing types in a planned development. This request would also greatly increase the density of what would otherwise be permitted in this district.
  Staff reviews these types of requests wholistically by reviewing the full plan and focus on items that potentially go over and beyond the ordinance standards to make our assessment, this can be achieved by adding great urban design, architecture, open space, or other items that can give the development an overall standard that the community may find benefit in. Staff is generally in favor of the request with items included in the plan like a vertical mixed-use component (previously detailed), and the addition of attainable housing (previously mentioned and details later in this report). Staff does however request conversion of building D to Townhomes, as previously stated to recommend this modification request.

- **Modification Request**- Within Mixed-Use buildings (Shopfront Building Type Article 4), ground floor commercial space shall not be required to comprise 60% minimum of the ground floor area.
  - **Staff Comment-** The zoning ordinance article 4.4 requires that mixed use/shop-front building types, which are proposed in Buildings A and B on this plan, fronting Old Statesville Road, to be at minimum 60% commercial for the first-floor area. This plan provides "up to" 5000 square feet of commercial (or roughly 17%) of first floor area in Building A and 3000 square feet (or roughly 21%) in Building B. These 2 buildings will need a modification request approved.

    Staff is ok with a reduced percentage but recommend a higher percentage than provided for these 2 buildings. It is staff's professional opinion that this area of Town can support more retail space. The recommendation is to at minimum have the plan to provide street-front commercial on the entirety of Building A and at least half of the frontage on Building B. Staff is ok with the remainder of the ground floor as residential.

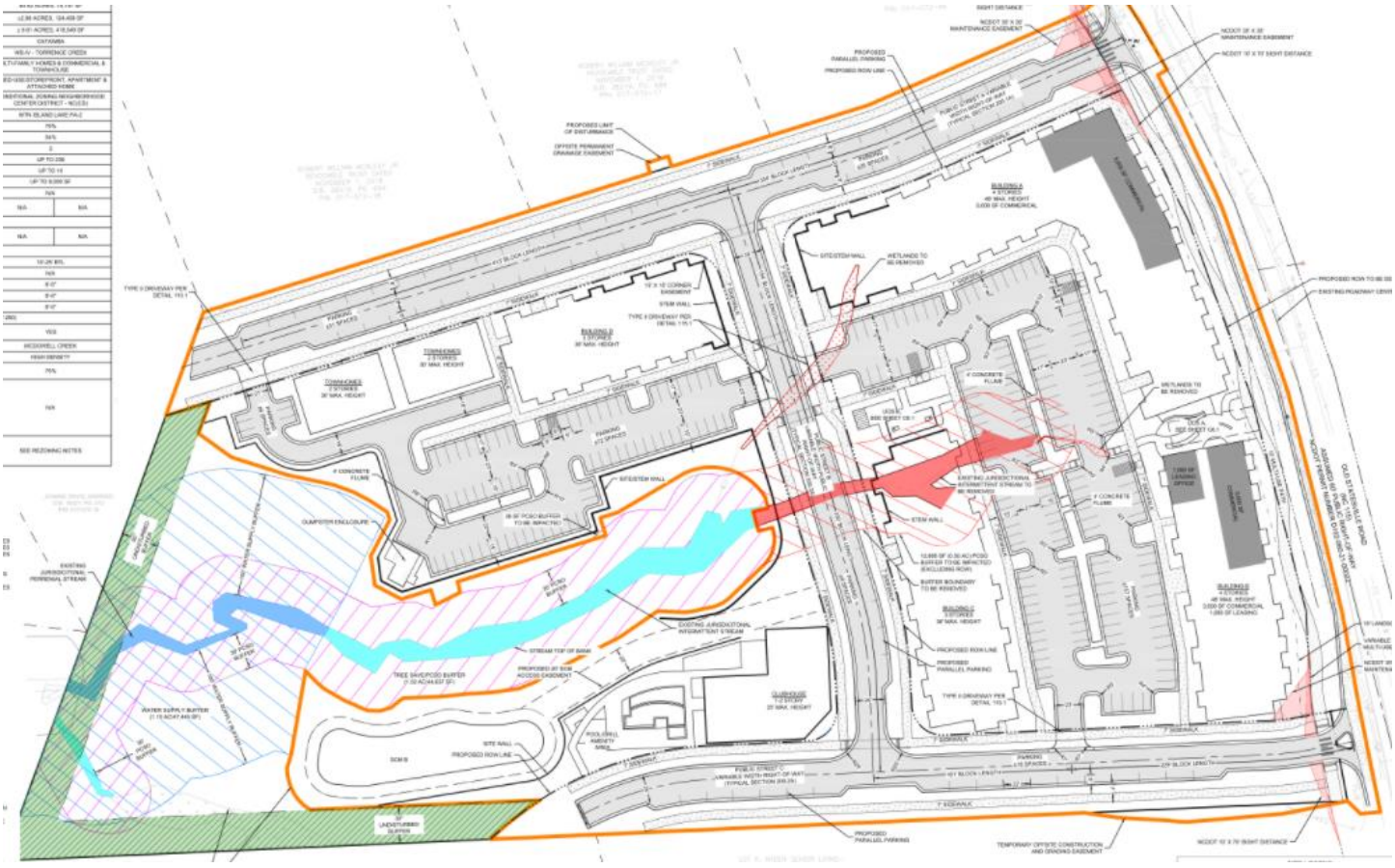
- **Modification Required-** Per ordinance article 7.4, Neighborhood Center requires that 30% of existing specimen trees are saved. This plan proposes 8% specimen tree save. Per mitigation requirements, only 50% of the required specimen trees may be mitigated or a modification shall be approved under conditional rezoning.
  - **Staff Comment-** Staff is in support of mitigating with tree bank fund or mitigation on site for this plan due to the road infrastructure needed in the northern section of the plan, where over half of the existing specimen trees are located. The applicants did make a good faith effort to save these trees in the first review of plans, but it was determined that the only course of action for road connectivity was to remove the specimen trees in that specific area.

- ****Update**- Article 7.5 requires a vegetated buffer of 30-feet with no disturbance of existing vegetation.
  - **Staff Comment-** The plan presented at the Public Hearing showed the buffers in 2 areas having disturbance and developed areas within them. The applicants have revised this by removing those conflicts meeting ordinance standards.

- **Modification Required-** The ordinance requires that intermittent streams (seen in the plan below light blue area) that are proposed for disturbance or development, may seek a conditional rezoning modification to

approve the proposed disturbance with one of the mitigation techniques provided in article 8.25.11.B. The applicants have chosen mitigation technique 8 for mitigation credits.

- **Staff Comment-** Staff can support this modification with technique 8 offered (Mitigation Credits: The purchase of mitigation credits through the Stream Restoration Program on a 1:1 basis, utilizing linear feet of stream impacted and the prevailing rate of purchase as established by the Charlotte-Mecklenburg Buffer Implementation Guidelines. Mitigation credits purchased under any other program (i.e., U.S. Army Corp of Engineers) shall not cover this requirement unless the issuing agency agrees to relinquish the funds to the appropriate local government agency.)



- ****Update**-** The dark blue area in the plan above is determined to be a 100-foot perennial stream buffer for water supply. This can only be removed via a variance per the ordinance standards in article 3.3.2-C. The major variance would eventually be approved or denied by the State if it does pass Town Variance standards.
  - **Staff Comment-** The plan presented at the Public Hearing showed the perennial stream buffer being encroached upon. The applicants have revised the plan by removing all disturbances in this area.

- **Architectural Elevations- Staff Comment**- Architectural elevations sheets A-C meet ordinance standards. Staff requests conceptual elevations of the 1-story clubhouse to make a full determination of recommendations. Below is the rendering of the Shopfront vertical multi-use building conceptual elevation. This is the type of

architecture that can be excepted from this project showing good pedestrian form with commercial on a portion of the lower lever with apartment living above on the next 3 floors. As mentioned previously, staff is looking closer to the required 60% commercial space on the lower level. Staff would be okay with a modification to lower this but only slightly to no less than 50% commercial space.



- ****Update**Urban Open Space**- The ordinance requires UOS to be accessible and usable. Urban Open Space features should provide focal points for the neighborhood. A central square or green, for example, may comprise most of the open space. There should be a hierarchy of open space within new neighborhoods to serve the needs of all residents. Article 7B of the zoning ordinance outlines the requirements.
    - **Staff Comment**- The proposed plan shows UOS1 and UOS2 locations on the site plan with details on sheet C6.1. The proposed details provided meet ordinance and design guideline expectations by adding functional and accessible spaces while being visible for public use. The details include public art, seating areas, lawn game areas, enhanced landscaping, and a shade structure.

- **Attainable Housing-** This plan offers at least 10 attainable units for a period of 15 years after the issuance of a certificate of occupancy compliant with the requirements of NCGS 160D-803(B1). At least 4 of the units shall be available to households earning between 80% of the area median income as published by HUD for the Charlotte-Concord-Gastonia NC-SC HUD metro area (The AMI). The remaining attainable units shall be available to households earning 100% of the AMI.
    - **Staff Comment**- Staff considers the addition of these attainable units going over and beyond ordinance requirements and adds to the community benefits of the Town.

General Plan Information

- Parking requirements= multi-family= 1 space for 1BR, 1.5 spaces/2BR units= 307 required plus Commercial= 1 space/500 square feet of space=Required= 16. Total Required 323, provided 323 spaces meeting the standard.
- Minimum Tree Preservation (specimen tree save) for Neighborhood Center is 30%. See modification request above. This plan saves 8% of on-site specimen trees.
- There are no identified Heritage Trees on site.
- Planning, Transportation, and Storm Water Engineering staff have site plan comments outstanding that need to be addressed prior to final plan approval. See attached report.

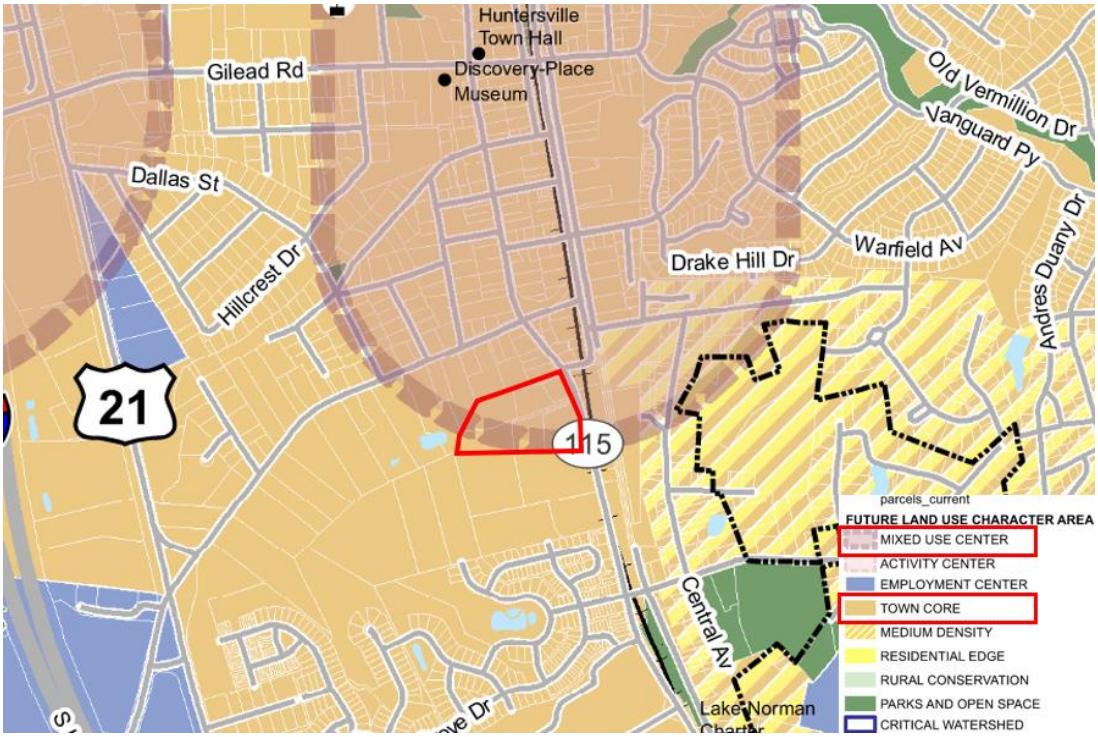
PART 3: TRANSPORTATION ISSUES

See attached analysis

PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that "in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents".

2040 Huntersville Community Plan(Subject Parcel within "Mixed Use Center")



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

- - LU-2.1- Encourage higher density residential uses focused generally within 2 miles of the I-77/Hwy 115 corridor.
  Staff Comment: This proposal is within this core area for higher density.
- - LU 5.1: Allow more intense development only where transportation infrastructure and utilities already exist.
  Staff Comment: This proposal fronts Hwy 115 and is in the Town Core and Mixed-Use areas.

- 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 project introduces mixed-use buildings but staff recommends more commercial area closer to the intent matching the zoning ordinance as described previously.
- -LU 6.2: Commercial uses are encouraged in the Town Core and as specified in adopted Small Area Plans.
  Staff Comment: The proposal is within this area where commercial projects are encouraged Staff does however recommend more square footage of commercial in the mixed-use buildings.

- -LU 7.1: Require all new development to adhere to the following design principles:
  • In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
  • All buildings shall front a public street or open space.
  • Streets should be connected, have short blocks and sidewalks on both sides of streets.
  • Improve connectivity, particularly for pedestrians and vehicles.
  • Parking lots, if required, should be predominately located behind buildings screened from view and larger lots should be broken by buildings and or landscape features.
  Staff Comment: This plan addresses all these principles.

- Policy LU-10: Encourage a diversity of housing options.
  LU 10.1: Align housing options with resident needs and promote attainable housing options.
  • Accommodate a mix of housing by type, tenure, and location to serve a growing and increasingly diverse population. Housing offerings should align with workforce opportunities, including management, professional positions, and service positions.
  Staff Comment: The plan includes at least 10 attainable housing units for a period of 15-years of which 4 will be available at 80% or less of the area AMI, and 6 will be available at 100% or less of the area AMI.

- T-3: Improve connectivity throughout the study area.
  T 3.1: Continue to enhance street connectivity by requiring connections among different uses.
  - Continue to require street connectivity among residential, commercial, employment, recreational and institutional uses.
  -Street connectivity should be emphasized during the review of all development proposals for consistency with the proposed street map and the Zoning Ordinance.
  - Context-sensitive Street design should be applied.
  Staff Comment: This plan supports this initiative by adding to the core network of interconnected streets with a grid-like pattern that connects in all directions for potential future development.

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

- Policy LU-6: Support a mix of land uses in key locations.
  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: This initiative is identified as consistent and not consistent with the 2040 Plan because while it does introduce commercial space in a mixed-use building, the percentages of commercial spaces are too low for staff recommendation. There is a need for retail commercial space in this sector of Town.

- Policy LU-7: Require new development to follow design principles that reinforce the vision for the Town as expressed in this plan and other adopted plans.
    - Accommodate a mix of uses and/or housing types.

  Staff Comment: While the site layout for the road network follows Town design principles, the mix of land uses at this point does not meet Town Planning expectations. Staff recommend more townhome housing overall as a mix of housing options. Currently apartment housing amasses over 90% of the overall units.

- Policy LU-11: Protect Existing Housing Stock.
    - LU 11.1: Protect and enhance the unique character of Huntersville's neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment. **Staff Comment**: As previously indicated, staff recommend the back quadrant of the proposed development convert the apartment unit housing to townhome housing to lessen the impact of adjacent single family land uses and support a mix of housing options.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: "in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**
   STAFF COMMENT:
   The proposed rezoning has the potential to be consistent with the established character of the area, provided that the revisions identified in this report are implemented. Areas requiring further refinement include increasing the amount of commercial space within the proposed mixed-use buildings, and enhancing the diversity of housing types by increasing the percentage of townhomes in lieu of some proposed apartment units.

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 indication 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."**
   ****Update****STAFF COMMENT:
   Planning staff has no indication that the request will adversely affect known archeological or cultural resources. The plan presented at the public hearing showed proposed disturbance within a surveyed 100-foot perennial buffer. The proposal has been revised with the removal of all disturbances within this area. The applicants are requesting disturbance of a small wetland area and intermittent stream in which they are seeking approval to mitigate with a technique permitted within the zoning ordinance as a modification to the ordinance. Details of this can be reviewed above in Part 2.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning amendment petition R25-15, Old Statesville Road Mixed Use, staff cannot at this time support the plan for the following reasons:

1) There is an insufficient percentage of housing mix. Replacing Building D with townhomes would achieve this.
2) 17 and 21% commercial on ground floor of Mixed-Use buildings is too low. Adding a higher commercial percentage to the mixed-use buildings A and B is recommended.
3) Any remaining staff comments are addressed.

It is **not** reasonable and in the public interest to approve this rezoning until the recommended revisions are made to the plan as it would not be consistent with future land use implementation policies LU-6.1, LU-7, LU-11.

PART 6: PUBLIC HEARING COMMENTS

The Public Hearing was held on February 3, 2026.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board Meeting was held on February 24, 2026. The motion was to deny the proposal based on the plan being inconsistent with policy LU 6 with the commercial space being too low and policy LU 7 and LU 11 because of the high percentage of apartments and attached housing (not a good mix of housing). The motion had a second and was recommended for denial with a unanimous 9-0 vote.

PART 8: TOWN BOARD RECOMMENDATION

Town Board Meeting is scheduled for March 17, 2026.

PART 9: ATTACHMENTS

A – Rezoning Application
B – Proposed CD Rezoning Plan
C – Transportation/Engineering Report
D – Neighborhood Meeting Report
E- Elevation Plans

PART 10: CONSISTENCY STATEMENT – R25-15 Old Statesville Road Mixed Use

Planning Department	Planning Board	Board of Commissioners
APPROVAL:	APPROVAL:	APPROVAL: **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

DENIAL: In considering the proposed rezoning amendment petition R25-15, Old Statesville Road Mixed Use, staff cannot at this time support the plan for the following reasons: 1) There is an insufficient percentage of housing mix. Replacing Building D with townhomes would achieve this. 2) 17 and 21% commercial on ground floor of Mixed-Use buildings is too low. Adding a higher commercial percentage to the mixed-use buildings A and B is recommended. 3) Any remaining staff comments are addressed. It is **not** reasonable and in the public interest to approve this rezoning until the recommended revisions are made to the plan as it would not be consistent with future land use implementation policies LU-6.1, LU-7, LU-11.	DENIAL: The plan is inconsistent with policy LU 6 because the commercial space is to low and policy LU 7 and LU 11 because of the high percentage of apartments and attached housing. **It is not reasonable and in the public interest to approve the Rezoning Plan.**	DENIAL: **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

Town Engineering Rezoning Comment Summary
R25-15 13501 Old Statesville Road Mixed Use Rezoning
13501 Old Statesville Road
Huntersville, NC 28078

General Project Information

This proposed rezoning is located at 13501 Old Statesville Road. This rezoning plans for a mixed use development will consist of two (2) townhome buildings, four (4) apartment buildings with accompanying commercial usage, and one (1) clubhouse amenity building. Three public streets are included as a part of the proposed development with two (2) connections along Old Statesville Rd. Two (2) stormwater SCMS are being proposed to meet the sties stormwater quality requirements. The property is located within the Mountain Island Lake Watershed PA-1 district. The applicant is proposing a modification to an existing 30' post-construction buffer and an existing 100' water supply watershed buffer on-site.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

Based on the uses and intensities proposed, the development is over the Town's threshold to require a TIA. The developer's consultant submitted a TIA on 12/18/2025. The TIA submitted is acceptable as a final version. The TIA identifies the following recommended improvements:

NC115 (Old Statesville Road) at Site Access A (northern access)

- Construct a northbound left-turn lane on Old Statesville Road at Access A to include 75 feet of storage and taper.

This identified transportation improvement has not been included in the rezoning plan and formally set as a committed roadway improvement.

In addition, on sheet C1.1 under "Access and Transportation Improvements" of the rezoning documents, the applicant has provided rezoning specific notes 3d & 3e that are intended to govern the project (See ***Attachment A***). Staff recommends these notes be either revised or removed due to conflicting language with town ordinances.

Attachment A

d. IT IS UNDERSTOOD ALL TRANSPORTATION IMPROVEMENTS PER THE TRANSPORTATION IMPACT ANALYSIS ARE THE RESPONSIBILITY OF THE PETITIONER AND SHALL BE APPROVED AND CONSTRUCTED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR THE SITE SUBJECT TO THE PETITIONER'S ABILITY TO POST A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME OF THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY. HOWEVER, IN THE EVENT CERTAIN NON-ESSENTIAL ROADWAY IMPROVEMENTS (AS REASONABLY DETERMINED BY THE TOWN) ARE NOT COMPLETED AT THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE IN CONNECTION WITH THE DEVELOPMENT IMPROVEMENTS DESCRIBED ABOVE, THEN THE TOWN MAY INSTRUCT APPLICABLE AUTHORITIES TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS, AND IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

e. IT IS UNDERSTOOD THAT SOME OF THE PUBLIC ROADWAY IMPROVEMENTS MAY NOT BE POSSIBLE WITHOUT THE ACQUISITION OF ADDITIONAL RIGHT OF WAY. IF AFTER THE EXERCISE OF DILIGENT GOOD FAITH EFFORTS OVER A MINIMUM OF A 60-DAY PERIOD, THE PETITIONER IS UNABLE TO ACQUIRE ANY LAND NECESSARY TO PROVIDE FOR ANY SUCH ADDITIONAL RIGHT OF WAY UPON COMMERCIALLY REASONABLE TERMS AND AT MARKET PRICES, THEN THE TOWN OR OTHER APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY MAY AGREE TO PROCEED WITH ACQUISITION OF ANY SUCH LAND AT MARKET PRICES. IN SUCH AN EVENT, THE PETITIONER SHALL REIMBURSE THE APPLICABLE AGENCY, DEPARTMENT, OR GOVERNMENTAL BODY FOR THE COST OF ANY SUCH ACQUISITION INCLUDING COMPENSATION PAID BY THE APPLICABLE AGENCY, DEPARTMENT, OR GOVERNMENTAL BODY FOR ANY SUCH LAND AND THE EXPENSES OF SUCH PROCEEDINGS. FURTHERMORE, IN THE EVENT PUBLIC ROADWAY IMPROVEMENTS ARE DELAYED BECAUSE OF DELAYS IN THE ACQUISITION OF ADDITIONAL RIGHT-OF-WAY AS CONTEMPLATED HEREIN AND SUCH DELAY EXTENDS BEYOND THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE IN CONNECTION WITH THE DEVELOPMENT IMPROVEMENTS DESCRIBED ABOVE, THEN THE TOWN MAY INSTRUCT APPLICABLE AUTHORITIES TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS; PROVIDED, HOWEVER, PETITIONER CONTINUES TO EXERCISE GOOD FAITH EFFORTS TO COMPLETE THE APPLICABLE ROAD-WAY IMPROVEMENTS; IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

IN ADDITION TO THE FOREGOING, IN THE EVENT THE RIGHT OF WAY IS NOT AVAILABLE FOR ANY REASON AFTER THE GOOD FAITH EFFORTS OF THE PETITIONER, THE PETITIONER WILL WORK WITH THE TOWN OF HUNTERSVILLE AND/OR NCDOT AS APPLICABLE TO EITHER (I) IDENTIFY ALTERNATIVE IMPROVEMENTS TO IMPLEMENT TRAFFIC MITIGATION IN LIEU OF THE IMPROVEMENTS IMPACTED BY THE LACK OF RIGHT OF WAY AS DESCRIBED IN SUBSECTION E. ABOVE; OR (II) CONTRIBUTE TO THE TOWN OF HUNTERSVILLE AND/OR NCDOT AS APPLICABLE, AN AMOUNT EQUAL TO THE ESTIMATED COST OF THE ROAD IMPROVEMENTS NOT COMPLETED DUE TO THE LACK OF AVAILABLE RIGHT OF WAY, SUCH FUNDS TO BE USED TO COMPLETE SUCH ALTERNATIVE ROADWAY IMPROVEMENTS IN THE GENERAL AREA OF THE SITE IN A MANNER REASONABLE AGREEABLE TO THE PETITIONER, THE TOWN OF HUNTERSVILLE AND/OR NCDOT AS APPLICABLE.

Note 3d: In summary, this rezoning note outlines that the applicant may pursue a performance guarantee for committed roadway improvements prior to obtaining their certificate of occupancy.

This rezoning note is **not** in compliance with the Town of Huntersville Subdivision Ordinance 8.400.3 nor NC General Statute, 160-D-804.1 (3a) which gives Town the authority to require performance guarantees at PLAT submittal for unbuilt improvements. Staff recommends that note 3d be removed or, at a minimum, be revised to ensure full compliance with the North Carolina statues and Huntersville ordinances, promoting clarity, consistency, and enforceability in the rezoning documents.

Note 3e: In summary, this note describes that if the petitioner is unable to acquire the land necessary to provide for any such additional right of way for the construction of the committed roadway improvements, then the town may agree to proceed with acquisition of any such land that may be required.

This procedure is not found in the town's ordinances. Furthermore, staff recommends note 3e be removed from the rezoning documents in its entirety.

Additional Site Plan Comments:

1) The applicant is requesting modifications to a 30' post-construction stream buffer, subject to Town Board approval. Mitigation techniques are to be provided per Zoning Ordinance 8.25.11.b. It is staff's understanding that the applicant would like to pursue

the mitigation credit payment as its mitigation method, which is acceptable. A Buffer Disturbance Authorization Application needs to be provided by the applicant to staff for review.

*Update – Buffer disturbance authorization application has been submitted. Staff has reviewed the application and finds it to be acceptable, pending town board approval. Applicant has selected mitigation via option 8 (mitigation credits). If approved, payment is to be received prior to approval of construction drawings. *

2) The applicant is requesting modification to a 100' water supply watershed buffer. Requests to modify this stream buffer are to be performed per Zoning Ordinance 3.3.2-C. which require variance with the Town Planning Board. It's important to note that the only option available for mitigating/restoring a water supply watershed buffer disturbance is Level 2 revegetation of an area equal or greater in size than the area disturbed. Mitigation credit payment is not available for this buffer disturbance. A Buffer Disturbance Authorization Application needs to be provided by the applicant with a conceptual mitigation plan so staff can fully review the request.

   Update – The applicant has removed all disturbances from the water supply watershed buffer. Comment has been addressed, no further action required.

3) Staff recommends a roadway turnaround at the western dead end of Public Street C. This will allow vehicles to safely and efficiently reverse direction without multiple point backing maneuvers. The block length in between the dead end and the intersection with Public Street B is approximately 240'. Typically, Mecklenburg County Fire requires that any dead-end road not exceed 150' without an approved fire apparatus turnaround.
4) Staff recommends adding an additional pedestrian crossing (sidewalk ramps) to be placed at the intersection of Public Streets A & B to allow pedestrians to cross Public Street A.
5) Staff recommends adding an additional pedestrian crossing (sidewalk ramps) to be placed at the intersection of Public Streets C & B to allow pedestrians to cross Public Street C.

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 11/3/2025

Name of Project Old Statesville Rd Mixed Use Phase # (if subdivision) _____

Project Address 13501 Old Statesville Road, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01707207, 01707240, 01707239, 01707238, 01707237, 01707236

Current Zoning District HC(CD) & NR Proposed District (for rezoning only) NC(CD)

Property Size (acres) 11.87 Street Frontage (feet) 678'

Current Land Use Vacant, greenhouse and accessory storage

Proposed Land Use(s) Mixed use development including multi-family and commercial space

Is the project within Huntersville's corporate limits?
Yes x No_____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

The applicant is seeking to rezone properties to provide a mixed use development consisting of multi-family and commercial space.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name High Street District Development, Inc. Phone 847-226-0815

■ 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 Tom Burr

Title Vice President Email tburr@trammellcrow.com

Address of Applicant 1422 S Tryon Street, Suite 300, Charlotte NC 28203

7. Property Owner (if different than applicant)

*Printed Name See attached Exhibit A 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

Moore & Van Allen	Bridget Grant	704-331-2379	bridgetgrant@mvalaw.com
Development Firm	Name of Contact	Phone	Email
Seamon Whiteside	Megan Schoonmaker	704-910-9901	mschoonmaker@seamonwhiteside.com
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department

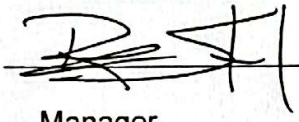
Exhibit A (Cont.)

Property Owner

PID #s: 01707237 & 01707236

*Printed Name: Dearness Properties LLC *(Limited Liability Company)*

Phone Number: + 502 - 5286-1946

Signature: 

Title: Manager

Email: r.strick51@gmail.com

Address of Property Owner: 4393 Point West Drive, Portsmouth, VA, 23703

Escaneado con CamScanner

Exhibit A

Property Owner

PID #s: 01707207, 01707240, 01707239

Printed Name: Forster Investments Inc. *(Corporation)*

Phone Number: 704-361-1627

Signature: Kenneth Forster
Kenneth Forster (Oct 23, 2025 07:41:38 EDT)

Title: President

Email: ken@dearnessgardens.net

Address of Property Owner: 4601 Granite Hill Drive, Davidson, NC 28036

Exhibit A (Cont.)

Property Owner

PID #: 01707238

*Printed Name: Don Dale Dancy & Carol M. Dancy *(Individuals)*

Phone Number: (704)-575-6098

Signature: don dale dancy
don dale dancy (Oct 24, 2025 12:41:02 EDT)

Signature: Carol M Dancy
Carol M Dancy (Oct 24, 2025 15:44:13 EDT)

Title: Owners

Email: Carol.Dancy@icloud.com

Address of Property Owner: P.O. Box 648, Huntersville, NC, 28070

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN / CONDITIONAL DISTRICT REZONING

13501 OLD STATESVILLE ROAD, HUNTERSVILLE, MECKLENBURG COUNTY, NC

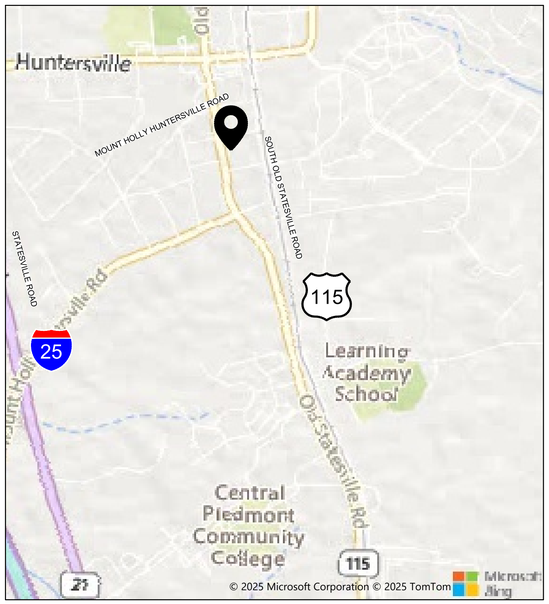
PARCEL ID: 017-072-07, 017-072-36, 017-072-37

017-072-38,017-072-39, AND 017-072-40

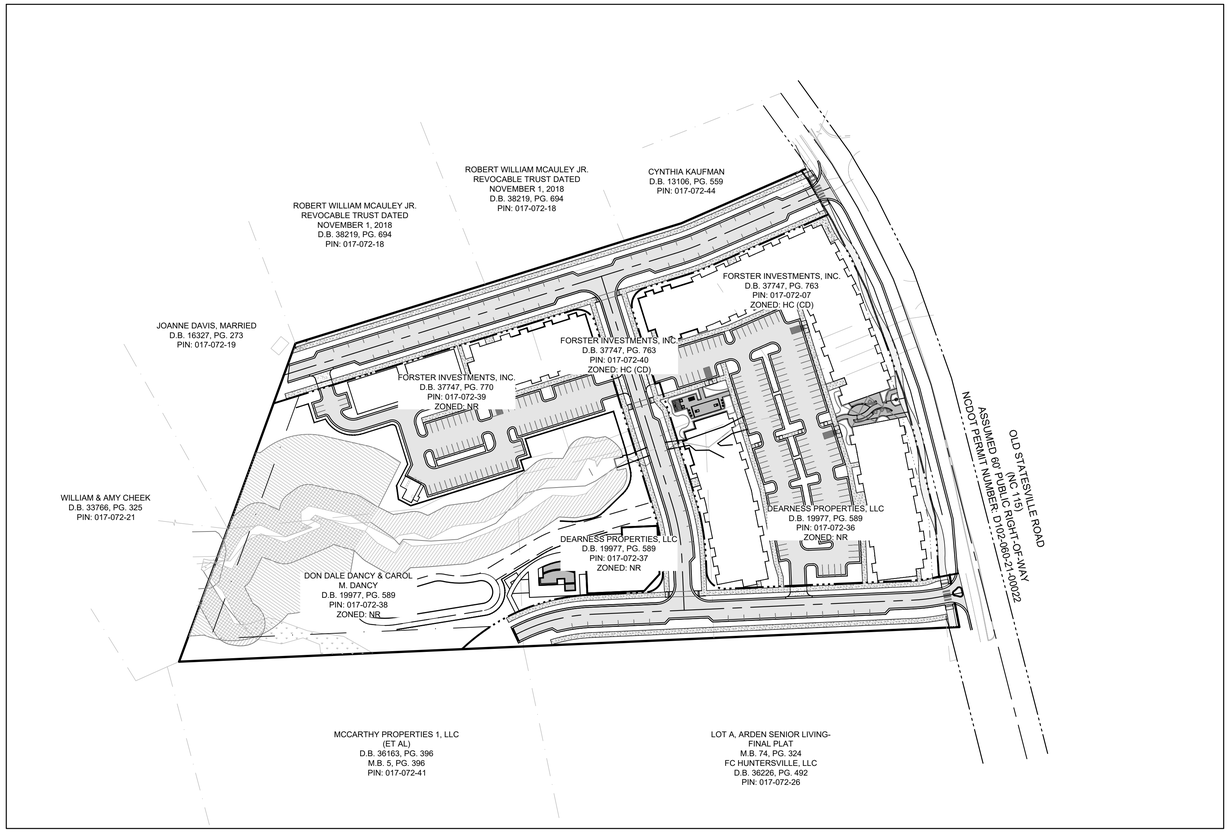
REZONING #: R25-15

ACCELA #: CSP-500111

SITE LOCATION MAP (SCALE: 1" = 1000')



SITE OVERVIEW



SHEET LIST TABLE	
C1.0	TITLE SHEET
C1.1	REZONING NOTES
C2.0	EXISTING CONDITIONS
C3.0	SITE PLAN
C4.0	OVERALL GRADING & DRAINAGE PLAN
C4.1	BUILDING D SITE LINE EXHIBIT
C4.2	EXISTING SLOPE ANALYSIS
C4.3	PROPOSED SLOPE ANALYSIS
C5.0	UTILITY PLAN
C6.0	LANDSCAPE PLAN
C6.1	URBAN OPEN SPACE PLANS
--	ARCHITECTURAL ELEVATION A
--	ARCHITECTURAL ELEVATION B
--	ARCHITECTURAL ELEVATION C
--	ARCHITECTURAL ELEVATION D

PROJECT DESCRIPTION

THE PROPOSED MIXED-USE DEVELOPMENT IS LOCATED NEAR OLD STATESVILLE ROAD AND MOUNT HOLLY HUNTERSVILLE ROAD. THE DEVELOPMENT WILL CONSIST OF MULTIFAMILY HOMES AND COMMERCIAL SPACE ON APPROXIMATELY 11.87 ACRES WITH ASSOCIATED INFRASTRUCTURE IMPROVEMENTS.

FLOOD ZONE:
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED NOVEMBER 16, 2018. MAP NUMBER: 3710465000K; ZONE "X"

GENERAL NOTES

PROJECT SURVEY INFORMATION AND CONTRACTOR VERIFICATION REQUIREMENTS:

1. BOUNDARY, TOPOGRAPHIC, TREE, WETLAND DELINEATION, AND OTHER EXISTING CONDITIONS SHOWN ARE FROM SURVEY PREPARED BY RB PHARR & ASSOCIATES, P.A. SURVEYING COMPANY, TITLED "TC MIDATLANTIC DEVELOPMENT V, INC.", DATED JUNE 30, 2025. THE TOPOGRAPHIC AND ELEVATION DATA SHOWN HEREON WAS OBTAINED FROM "TC MIDATLANTIC DEVELOPMENT V, INC." AND IS NOT CERTIFIED AS CORRECT BY THIS ENGINEER.
2. PER REFERENCE SURVEY, ALL ELEVATIONS ARE BASED ON NAVD88 VERTICAL DATUM. HORIZONTAL DATUM IS STATE PLANE (NC NADV88). REFER TO SURVEY FOR BENCHMARK REFERENCE AND/OR LOCATION. CONTACT OWNER FOR ANY MISSING BOUNDARY PINS, MONUMENTS, OR VERTICAL DATUM BENCHMARKS NEEDED FOR ESTABLISHING CONSTRUCTION STAKING CONTROL.
3. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PERIMETER BOUNDARY PROPERTY CORNERS AND VERIFYING BOUNDARY DATA AGAINST CONSTRUCTION PLANS AND/OR ELECTRONIC FILE INFORMATION PROVIDED TO THE CONTRACTOR.
4. PRIOR TO STARTING CONSTRUCTION, INCLUDING LAND DISTURBING ACTIVITIES, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS, INCLUDING BUT NOT LIMITED TO TOPOGRAPHIC, TREE, STORM DRAINAGE FACILITIES, AND ALL UTILITIES. EXISTING UTILITIES SHOWN ARE APPROXIMATE AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ENGINEER. THEREFORE, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXACT VERTICAL AND HORIZONTAL LOCATIONS OF ALL EXISTING UTILITIES. ANY DISCREPANCIES OR CONFLICTS IDENTIFIED DURING VERIFICATION OF EXISTING CONDITIONS AND UTILITIES SHALL BE REPORTED TO THE OWNER AND ENGINEER. ANY COSTS ASSOCIATED WITH CORRECTIVE WORK OR DAMAGES THAT ARE A RESULT OF THE CONTRACTOR NOT VERIFYING EXISTING CONDITIONS AND THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.

PROPERTY INFORMATION:	
PARCEL ID:	ZONING DISTRICT:
017-072-36	NR
017-072-37	NR
017-072-38	NR
017-072-39	NR
017-072-40	HC (CD)
017-072-07	HC (CD)

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

0 50 100 200
SCALE: 1" = 100'

N W E S

PROJECT CONTACTS

DEVELOPER:
HIGH STREET DISTRICT DEVELOPMENT, INC.
1422 S TRYON STREET, SUITE 300,
CHARLOTTE, NC 28203
CONTACT: TOM BURR
PHONE: 847-226-0815

CIVIL ENGINEER & LANDSCAPE ARCHITECT:
SEAMON, WHITESIDE & ASSOCIATES, INC
230 E. PETERSON DRIVE, SUITE B
CHARLOTTE, NC 28217
CONTACT: TOMMIE L. LITTLE, III P.E.
PHONE: (980) 312-5450

SURVEYOR:
RB PHARR & ASSOCIATES, P.A.
969 E. 7TH., SUITE #100
CHARLOTTE, NC, 28204
CONTACT: KEITH MCGUINNESS
PHONE: (704) 376-2186

OWNERS:
DEARNESS PROPERTIES LLC
4393 POINT WEST DRIVE
PORTSMOUTH, VA 23703

FORSTER INVESTMENTS INC
4601 GRANITE HILLS DR
DAVIDSON, NC 28036

DON DALE DANCY & CAROL M. DANCY
PO BOX 648
HUNTERSVILLE, NC 28070

ARCHITECT:
BB+M ARCHITECTURE
1900 WEST MOREHEAD STREET, SUITE 200
CHARLOTTE, NC 28208
CONTACT: HONG CHOE
PHONE: 704-408-8994

SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:
PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE
SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

TITLE SHEET

C1.0

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | AUDSON MILLS BUILDING 6000, 701 EAS EY BRIDGE RD, SUITE 6000, GREENVILLE, SC 29611 | 230 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. - THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

REZONING NOTES

SITE DEVELOPMENT DATA:

--ACREAGE: ±11.87
--TAX PARCEL #S: 01707207, 01707240, 01707239, 01707238, 01707237, 01707236
--EXISTING ZONING: HC(CD) AND NR
--PROPOSED ZONING: NC(CD)
--EXISTING USES: VACANT, GREENHOUSE AND ACCESSORY STORAGE
--PROPOSED USES: UP TO 238 MULTI-FAMILY RESIDENTIAL DWELLING UNITS AND UP TO 10 SINGLE-FAMILY ATTACHED DWELLING UNITS IN A TOWNHOUSES STYLE, (UP TO 248 TOTAL RESIDENTIAL UNITS), TOGETHER WITH ACCESSORY USES, AND UP TO 8,000 SQUARE FEET OF GROUND-FLOOR COMMERCIAL SPACE AS ALLOWED IN THE NC ZONING DISTRICT.

1. GENERAL PROVISIONS:

a. SITE LOCATION. THESE DEVELOPMENT STANDARDS, SCHEMATIC SITE PLAN AND OTHER GRAPHICS SET FORTH ON ATTACHED SHEETS FORM THIS REZONING PLAN (COLLECTIVELY REFERRED TO AS THE "REZONING PLAN") ASSOCIATED WITH THE REZONING PETITION FILED BY HIGH STREET DISTRICT DEVELOPMENT, INC. ("PETITIONER") TO ACCOMMODATE THE DEVELOPMENT OF A MIXED-USE COMMUNITY ON AN APPROXIMATELY ±11.87-ACRE SITE GENERALLY LOCATED ON OLD STATESVILLE ROAD (THE "SITE").

b. ZONING DISTRICTS/ORDINANCE. DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE) IN EXISTENCE AS OF THE DATE OF APPROVAL OF THE REZONING. UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE NC ZONING CLASSIFICATION SHALL GOVERN.

c. GRAPHICS AND ALTERATIONS. THE SCHEMATIC DEPICTIONS OF THE USES, PARKING AREAS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES, AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. CHANGES TO THE REZONING PLAN NOT ANTICIPATED BY THE REZONING PLAN WILL BE REVIEWED AND APPROVED AS ALLOWED BY ARTICLE 11.4.4.E. OF THE ORDINANCE.

SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDE FOR FLEXIBILITY IN ALLOWING SOME ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MINOR MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING THE ADMINISTRATIVE AMENDMENT PROCESS PER ARTICLE 11.4.4.E. OF THE ORDINANCE. THESE INSTANCES INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.

THE PLANNING DIRECTOR WILL DETERMINE IF SUCH MINOR MODIFICATIONS ARE ALLOWED PER THIS AMENDED PROCESS, AND IF IT IS DETERMINED THAT THE ALTERATION DOES NOT MEET THE CRITERIA DESCRIBED ABOVE, THE PETITIONER SHALL THEN FOLLOW THE ADMINISTRATIVE AMENDMENT PROCESS PER ARTICLE 11.4.4.E OF THE ORDINANCE; IN EACH INSTANCE, HOWEVER, SUBJECT TO THE PETITIONER'S APPEAL RIGHTS SET FORTH IN THE ORDINANCE.

d. SUBDIVISION. PURSUANT TO ARTICLE 11.4.7.L OF THE ORDINANCE, WHICH ALLOWS FOR A CONCURRENT SUBDIVISION SKETCH PLAN AND REZONING REVIEW PROCESS, THIS PETITION SHALL CONSTITUTE AS THE SKETCH PLAN REVIEW FOR SUBDIVISION PURPOSES. THEREFORE, THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBSEQUENTLY SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION FOLLOWS APPLICABLE LAW INCLUDING SUBDIVISION REGULATIONS. HOWEVER, RECOMBINATION OR MINIMIZATION OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. DEVELOPMENT STANDARDS, REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS.

2. PERMITTED USES & DEVELOPMENT AREA LIMITATION:

a. THE SITE MAY BE DEVELOPED WITH UP TO 238 MULTI-FAMILY RESIDENTIAL DWELLING UNITS AND UP TO 10 SINGLE-FAMILY ATTACHED DWELLING UNITS IN A TOWNHOUSES STYLE, (UP TO 248 TOTAL RESIDENTIAL UNITS), TOGETHER WITH ACCESSORY USES, AND UP TO 8,000 SQUARE FEET OF GROUND-FLOOR COMMERCIAL SPACE AS ALLOWED IN THE NC ZONING DISTRICT.

b. THE COMMERCIAL SPACE IS INTENDED TO ACCOMMODATE A WIDE VARIETY OF POTENTIAL SMALL BUSINESSES, RETAILERS, AND PROFESSIONALS WITHIN FLEXIBLE, GROUND-FLOOR STOREFRONT SPACE AT APPROPRIATE SCALE CREATING MIXED-USE ACTIVATION FOR THE BROADER PROJECT AND SURROUNDING AREA.

c. CONVERSION OF THE COMMERCIAL SPACE TO RESIDENTIAL USE IS PROHIBITED.

d. AFFORDABLE HOUSING COMMITMENT. PETITIONER PROPOSES THAT AT LEAST TEN (10) ATTAINABLE HOUSING UNITS SHALL BE PROVIDED AMONG THE MULTI-FAMILY UNITS FOR A PERIOD OF FIFTEEN (15) YEARS AFTER THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PURSUANT TO AND IN COMPLIANCE WITH THE REQUIREMENTS OF N.C.G.S. 160D-703(B1) AND ARTICLE 3.2.5(D)(1)C OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE, AT LEAST FOUR (4) OF SUCH ATTAINABLE UNITS SHALL BE FLOATING HOUSING UNITS THAT WILL BE AVAILABLE TO HOUSEHOLDS EARNING 80% OR LESS OF THE AREA MEDIAN INCOME AS PUBLISHED BY HUD FOR THE CHARLOTTE–CONCORD–GASTONIA NC–SC HUD METRO FMR AREA. THE REMAINING SIX (6) ATTAINABLE UNITS SHALL BE AVAILABLE TO HOUSEHOLDS EARNING 100% OR LESS OF THE AREA MEDIAN INCOME AS PUBLISHED BY HUD FOR THE CHARLOTTE–CONCORD–GASTONIA NC–SC HUD METRO FMR AREA.

3. ACCESS AND TRANSPORTATION IMPROVEMENTS:

a. ACCESS TO THE SITE SHALL BE FROM OLD STATESVILLE ROAD AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PLACEMENT AND CONFIGURATION OF THE ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED BY THE TOWN OF HUNTERSVILLE AND/OR NCDOT IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.

b. THE ALIGNMENT OF THE INTERNAL VEHICULAR CIRCULATION AND DRIVEWAYS MAY BE MODIFIED BY THE PETITIONER TO ACCOMMODATE CHANGES IN TRAFFIC PATTERNS, PARKING LAYOUTS AND ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF HUNTERSVILLE AND/OR NCDOT IN ACCORDANCE WITH PUBLISHED STANDARDS.

c. THE PETITIONER SHALL DEDICATE FORTY FEET (40') OF RIGHT-OF-WAY FROM THE OLD STATESVILLE ROAD CENTERLINE.

d. IT IS UNDERSTOOD ALL TRANSPORTATION IMPROVEMENTS PER THE TRANSPORTATION IMPACT ANALYSIS ARE THE RESPONSIBILITY OF THE PETITIONER AND SHALL BE APPROVED AND CONSTRUCTED PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR THE SITE SUBJECT TO THE PETITIONER'S ABILITY TO POST A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME OF THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY. HOWEVER, IN THE EVENT CERTAIN NON-ESSENTIAL ROADWAY IMPROVEMENTS (AS REASONABLY DETERMINED BY THE TOWN) ARE NOT COMPLETED AT THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE IN CONNECTION WITH THE DEVELOPMENT IMPROVEMENTS DESCRIBED ABOVE, THEN THE TOWN MAY INSTRUCT APPLICABLE AUTHORITIES TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS, AND IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

e. IT IS UNDERSTOOD THAT SOME OF THE PUBLIC ROADWAY IMPROVEMENTS MAY NOT BE POSSIBLE WITHOUT THE ACQUISITION OF ADDITIONAL RIGHT OF WAY. IF AFTER THE EXERCISE OF DILIGENT GOOD FAITH EFFORTS OVER A MINIMUM OF A 60-DAY PERIOD, THE PETITIONER IS UNABLE TO ACQUIRE ANY LAND NECESSARY TO PROVIDE FOR ANY SUCH ADDITIONAL RIGHT OF WAY ON COMMERCIALLY REASONABLE TERMS AND AT MARKET PRICES, THEN THE TOWN OR OTHER APPLICABLE AGENCY, DEPARTMENT OR GOVERNMENTAL BODY MAY AGREE TO PROCEED WITH ACQUISITION OF ANY SUCH LAND AT MARKET PRICES. IN SUCH AN EVENT, THE PETITIONER SHALL REIMBURSE THE APPLICABLE AGENCY, DEPARTMENT, OR GOVERNMENTAL BODY FOR THE COST OF ANY SUCH ACQUISITION INCLUDING COMPENSATION PAID BY THE APPLICABLE AGENCY, DEPARTMENT, OR GOVERNMENTAL BODY FOR ANY SUCH LAND AND THE EXPENSES OF SUCH PROCEEDINGS. FURTHERMORE, IN THE EVENT PUBLIC ROADWAY IMPROVEMENTS ARE DELAYED BECAUSE OF DELAYS IN THE ACQUISITION OF ADDITIONAL RIGHT-OF-WAY AS CONTEMPLATED HEREIN AND SUCH DELAY EXTENDS BEYOND THE TIME THAT THE PETITIONER SEEKS TO OBTAIN A CERTIFICATE OF OCCUPANCY FOR BUILDING(S) ON THE SITE IN CONNECTION WITH THE DEVELOPMENT IMPROVEMENTS DESCRIBED ABOVE, THEN THE TOWN MAY INSTRUCT APPLICABLE AUTHORITIES TO ALLOW THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE APPLICABLE BUILDINGS; PROVIDED, HOWEVER, PETITIONER CONTINUES TO EXERCISE GOOD FAITH EFFORTS TO COMPLETE THE APPLICABLE ROAD-WAY IMPROVEMENTS; IN SUCH EVENT THE PETITIONER MAY BE ASKED TO POST A LETTER OF CREDIT OR A BOND FOR ANY IMPROVEMENTS NOT IN PLACE AT THE TIME SUCH A CERTIFICATE OF OCCUPANCY IS ISSUED TO SECURE COMPLETION OF THE APPLICABLE IMPROVEMENTS.

IN ADDITION TO THE FOREGOING, IN THE EVENT THE RIGHT OF WAY IS NOT AVAILABLE FOR ANY REASON AFTER THE GOOD FAITH EFFORTS OF THE PETITIONER, THE PETITIONER WILL WORK WITH THE TOWN OF HUNTERSVILLE AND/OR NCDOT AS APPLICABLE TO EITHER (i) IDENTIFY ALTERNATIVE IMPROVEMENTS TO IMPLEMENT TRAFFIC MITIGATION IN LIEU OF THE IMPROVEMENTS IMPACTED BY THE LACK OF RIGHT OF WAY AS DESCRIBED IN SUBSECTION E. ABOVE; OR (ii) CONTRIBUTE TO THE TOWN OF HUNTERSVILLE AND/OR NCDOT AS APPLICABLE, AN AMOUNT EQUAL TO THE ESTIMATED COST OF THE ROAD IMPROVEMENTS NOT COMPLETED DUE TO THE LACK OF AVAILABLE RIGHT OF WAY, SUCH FUNDS TO BE USED TO COMPLETE SUCH ALTERNATIVE ROADWAY IMPROVEMENTS IN THE GENERAL AREA OF THE SITE IN A MANNER REASONABLE AGREEABLE TO THE PETITIONER, THE TOWN OF HUNTERSVILLE AND/OR NCDOT AS APPLICABLE.

4. STREETSCAPE, OPEN SPACE AND LANDSCAPING:

a. ALONG OLD STATESVILLE RD A TEN-FOOT (10') MULTI-USE PATH AND TEN-FOOT (10') PLANTING STRIP WILL BE PROVIDED. AN ADDITIONAL ROW OF STREET TREES WILL BE LOCATED BEHIND THE PROPOSED SIDEWALK IN A 10-FOOT LANDSCAPE EASEMENT TO BE RECORDED ON A PLAT OF RECORD. THE INTERIOR ROW OF TREES SHALL BE STAGGERED FROM THE TREES PROVIDED WITHIN THE RIGHT-OF-WAY.

b. ALL OTHER ROADS SHALL MEET THE HUNTERSVILLE STREET SECTION DETAILS (200 SERIES) WITH A MINIMUM SEVEN-FOOT (7') PLANTING STRIP AND A SEVEN (7') FOOT OR FIVE (5') FOOT SIDEWALK AS APPLICABLE.

c. LANDSCAPE BUFFERS WILL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PROPOSED BUFFERS MAY BE REDUCED IN WIDTH AS ALLOWED BY THE ORDINANCE. IF THE ZONING OR LAND USE ON THE ADJOINING PROPERTIES CHANGES TO A USE OR ZONING DISTRICT THAT NO LONGER REQUIRES A BUFFER, THEN THE BUFFERS INDICATED MAY BE ELIMINATED.

d. PROGRAMMED OPEN SPACE AREA(S) WILL BE PROVIDED ON SITE AS GENERALLY DEPICTED ON THE REZONING PLAN. PROGRAMMING MAY INCLUDE PLAZAS DESIGNED USING THE STANDARDS OF THE TOWN OF HUNTERSVILLE DESIGN GUIDEBOOK AND ARTICLE 7.11 OF THE ZONING ORDINANCE OR OTHER FEATURES AS ALLOWED BY ORDINANCE.

5. GENERAL DESIGN GUIDELINES:

a. DUMPSTER AND RECYCLING AREA WILL BE ENCLOSED BY A SOLID WALL OR FENCE WITH ONE SIDE BEING A DECORATIVE GATE. THE WALL OR FENCE USED TO ENCLOSE THE DUMPSTER WILL BE ARCHITECTURALLY COMPATIBLE WITH THE BUILDING MATERIALS AND COLORS USED ON THE PRINCIPAL BUILDINGS. THE LOCATION OF THE PROPOSED DUMPSTER AND RECYCLING AREA IS GENERALLY DEPICTED ON THE REZONING PLAN.

b. LOCATIONS OF HVAC CONDENSERS SHALL MEET ORDINANCE STANDARDS.

6. ENVIRONMENTAL FEATURES:

a. THE SITE WILL COMPLY WITH THE WATER QUALITY ARTICLE 8.17 AND THE HUNTERSVILLE WATER QUALITY DESIGN MANUAL. THE LOCATION, SIZE AND TYPE OF STORM WATER MANAGEMENT SYSTEMS DEPICTED ON THE REZONING PLAN ARE SUBJECT TO REVIEW AND APPROVAL AS PART OF THE FULL DEVELOPMENT PLAN SUBMITTAL AND ARE NOT IMPLICITLY APPROVED WITH THIS REZONING. STORMWATER INFRASTRUCTURE IS PERMITTED WITHIN PUBLIC RIGHT-OF-WAY AS GENERALLY DEPICTED ON THE REZONING PLAN. ADJUSTMENTS MAY BE NECESSARY TO ACCOMMODATE FINAL STORM WATER TREATMENT REQUIREMENTS AND NATURAL SITE DISCHARGE POINTS.

b. IN ACCORDANCE WITH THE ORDINANCE, QUALIFYING STREAM BUFFER DISTURBANCE AS DEPICTED ON THE REZONING PLAN IS INTENDED TO BE MITIGATED VIA OPTION 8 (MITIGATION CREDITS) FROM SECTION 8.25.11.B AS ESTABLISHED BY THE CHARLOTTE-MECKLENBURG BUFFER IMPLEMENTATION GUIDELINES. IT IS THE INTENT FOR ANY MITIGATION CREDITS PAID TO BE ROUTED TO AN ASSOCIATED STREAM RESTORATION PROJECT WITHIN THE TOWN OF HUNTERSVILLE.

7. VESTED RIGHTS

a. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN, AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS, DUE TO THE SIZE OF THE PROJECT, PHASING, AND LEVEL OF INVESTMENT, APPROVAL OF THIS CONDITIONAL REZONING SHALL CONSTITUTE ESTABLISHMENT OF VESTED RIGHTS IN THE LANDOWNER (AND ITS SUCCESSORS OR ASSIGNS) FOR A PERIOD OF FIVE YEARS AS PERMITTED BY N.C. GEN. STAT. § 160D-108.1.

8. AMENDMENTS TO THE REZONING PLAN

a. FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE DEVELOPMENT AREA PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 11.4.4.E. OF THE ZONING ORDINANCE.

9. REQUESTED MODIFICATIONS & JUSTIFICATION

a. ATTACHED HOUSES, APARTMENT BUILDINGS, AND/OR MIXED-USE BUILDINGS MAY COMPRISE ALL OF THE DWELLING UNITS FOR THE PROJECT AND A MIX OF DETACHED DWELLING UNITS SHALL NOT BE REQUIRED AS SET FORTH IN ARTICLE 3.2.5(D)(3).

i. THIS SITE IS LOCATED ALONG A MAJOR THROUGHFARE, WHERE HIGHER-INTENSITY RESIDENTIAL FORMS ARE APPROPRIATE AND CONSISTENT WITH THE GOALS OF THE 2040 HUNTERSVILLE COMMUNITY/FUTURE LAND USE PLAN. THE PROPOSED USES PROVIDE FOR A LOGICAL TRANSITION IN DENSITY AND INTENSITY FROM THE PRIMARY ROADWAY CORRIDOR TO THE SURROUNDING SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS WITH INTRODUCTION OF VARIED BUILDING TYPES. THE MIXED-USE NATURE OF THE SITE ALIGNS WITH THE 2040 HUNTERSVILLE COMMUNITY PLAN MIXED-USE CENTER CHARACTER AREA (SUBJECT DESIGNATION) WHICH ENCOURAGES HIGHER DENSITY RESIDENTIAL FOCUSED WITHIN THIS I-77/HWY 115 CORRIDOR. IN ADDITION TO THE PROPOSED DEVELOPMENT'S MIXTURE OF USES AND HOUSING TYPES ON-SITE, A MIXTURE OF HOUSING TYPES ARE AVAILABLE WITHIN ¼ MILE OF THE SITE. THE OVERALL QUALITY, DESIGN, AND COMMUNITY BENEFITS ASSOCIATED WITH THE PROPOSED DEVELOPMENT, WHICH COLLECTIVELY EXCEED ORDINANCE STANDARDS AND ADVANCE THE GOALS OF THE TOWN, FURTHER SUPPORT THIS REQUESTED MODIFICATION.

b. A MINIMUM OF APPROXIMATELY SEVENTEEN PERCENT (17%) AND TWENTY ONE PERCENT (21%) OF THE GROUND-FLOOR AREA OF MIXED-USE BUILDINGS A AND B, RESPECTIVELY, SHALL BE RESERVED AND CONSTRUCTED FOR COMMERCIAL USE, IN LIEU OF THE SIXTY PERCENT (60%) MINIMUM REQUIREMENT AS SET FORTH IN ARTICLE 4.

i. WITHIN CONTEXT OF BROADER MIXED-USE CENTER CORRIDOR DESIGNATION, COMMERCIAL AREA HAS BEEN INTENTIONALLY DESIGNED/SIZED BASED UPON MARKET PARTICIPANT FEEDBACK WITH PRIMARY INTENTION OF EXPEDITING MEANINGFUL TENANCY ACROSS WIDE RANGE OF POTENTIAL SMALL BUSINESS USERS. REQUIRING THE FULL COMMERCIAL PERCENTAGE WOULD RESULT IN EXCESS COMMERCIAL SQUARE FOOTAGE THAT IS NOT SUPPORTED BY MARKET DEMAND, INCREASING THE LIKELIHOOD OF PROLONGED VACANCY OR UNFINISHED TENANT SPACE ALONG A PROMINENT THOROUGHFARE. IN ADDITION, INCREASED COMMERCIAL SPACE WOULD NECESSITATE A MEANINGFUL INCREASE IN PARKING THAT WOULD ALSO LIKELY RESULT IN EVEN FURTHER REDUCTION TO THE NUMBER OF RESIDENTIAL UNITS. CONTINUING TO REDUCE RESIDENTIAL UNITS WORKS AGAINST PROVIDING ROOFTOPS' TO SUPPORT LOCAL BUSINESSES BOTH ON SITE AND WITHIN THIS BROADER MIXED-USE CENTER CORRIDOR. THE PROPOSED REDUCED COMMERCIAL PERCENTAGES ALLOW FOR ACTIVE, VISIBLE COMMERCIAL USES AT KEY FRONTAGE AND PEDESTRIAN REALM LOCATIONS WHILE MAINTAINING A SCALED AND COMPATIBLE TRANSITION TO ADJACENT USES IN THE CORRIDOR. THIS APPROACH SUPPORTS MIXED_USE OBJECTIVES WITHOUT CREATING COMMERCIAL INTENSITY THAT WOULD FUNCTIONALLY COMPETE WITH OR UNDERMINE EXISTING AND PLANNED CORE DOWNTOWN COMMERCIAL/RETAIL AREAS. THE CONDITION PROPOSED BALANCES CORRIDOR ACTIVATION, MARKET REALISM, AND LONG_TERM PROJECT VIABILITY WHILE REMAINING CONSISTENT WITH HUNTERSVILLE'S LAND_USE TRANSITION AND COMPATIBILITY PRINCIPLES.

c. THE PETITIONER MAY SATISFY MORE THAN FIFTY PERCENT (50%) OF THE REQUIRED SPECIMEN TREE PRESERVATION OBLIGATION THROUGH FEE-IN-LIEU AND/OR OTHER APPROVED MITIGATION MEASURES, AS AUTHORIZED BY ARTICLE 7.4.

i. CONCENTRATION OF ON_SITE SPECIMEN TREES ALONG THE NORTHERN PROPERTY BOUNDARY CANNOT BE FULLY PRESERVED BECAUSE OF THE EXTENSION OF THE NORTHERN PUBLIC R/W TO MEET STAFF_SUPPORTED CONNECTIVITY AND TRANSPORTATION NEEDS. THE MODIFICATION ENABLES DELIVERY OF THIS PUBLIC INFRASTRUCTURE BENEFIT WHILE MAINTAINING OVERALL COMPLIANCE WITH THE ORDINANCE THROUGH PERMITTED MITIGATION PATHWAYS INCLUDING REPLANTING AND FEE IN LIEU AS ALLOWED PER THE ORDINANCE.

10. BINDING EFFECT OF THE REZONING APPLICATION:

j. IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.

GENERAL SKETCH PLAN NOTES

1. MODIFICATIONS REQUESTED ARE LISTED IN THE REZONING NOTES.
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 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. TREE SPECIES SHALL COMPLY WITH TOWN APPROVED TREE LIST.
7. SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.
8. WATER AND SEWER SERVICE WILL BE PROVIDED BY CHARLOTTE WATER.

NORTH CAROLINA - DRAWING LEGEND

NOTE: THIS LEGEND DOES NOT APPLY TO 'SURVEYING' SHEET(S). THOSE ARE SHOWN IN THE ORIGINAL FORMAT AS RECEIVED BY THE SURVEYOR.

LINES	EXISTING	NEW
PROPERTY BOUNDARY		N/A
RIGHT OF WAY		
LOT LINE	N/A	
ADJOINING PROPERTY LINE		N/A
CENTERLINE		
SETBACK		
BUFFER		
STREAM BUFFER		N/A
STREAM CENTERLINE		N/A
WETLAND BUFFER		N/A
FLOOD LINE	ZONE 'X' ZONE 'AE'	N/A
EASEMENT		
CURB & GUTTER (STRAIGHT)		
CURB & GUTTER (ROLL)		
FENCE	X X X	X X X
GUARDRAIL		
TREELINE		N/A
PHASE LINE	N/A	
SEWER (GRAVITY)	ES ES	S S
SEWER (FORCE MAIN)	EFM EFM	FM FM
SEWER SERVICE	N/A	SS SS
WATER LINE	EW EW	W W
FIRE LINE	N/A	FW FW
WATER SERVICE	N/A	WS WS
CONDUIT	EC EC	C C
NATURAL GAS	EG EG	G G
OVERHEAD ELECTRICAL	EP EP	P P
UNDERGROUND ELECTRICAL	EUP EUP	UP UP
TELEPHONE	ET ET	T T
UNDERGROUND CABLE	ETV ETV	TV TV
UNDERGROUND FIBER OPTIC	EFO EFO	FO FO
PREVIOUS PHASE STORM PIPE	(WIDTH VARIES WITH SIZE)	N/A (WIDTH VARIES WITH SIZE)
STORM PIPE	ED ED	
ROOF DRAIN	ERD ERD	RD RD
SUBSURFACE DRAINAGE	ED ED	UD UD
DRAINAGE BASIN LIMITS	N/A	
SWALE ARROW	N/A	
GENERAL FLOW ARROW	N/A	
ELEVATION CONTOUR	22	22
SILT FENCE	ESF ESF	SF SF
SILT FENCE & TREE PROTECTION	N/A	SF – TP
REINFORCED SILT FENCE	ERSF ERSF	RSF RSF
REINFORCED SILT FENCE & TREE PROTECTION	N/A	RSF – TP
TREE PROTECTION	N/A	TP TP
NON TRENCH TREE PROTECTION	N/A	NTP NTP
POROUS BAFFLE	N/A	PB PB
SEDIMENT TUBE	N/A	ST ST
TURBIDITY BARRIER	N/A	TB TB
WALL	N/A	
REVISION CLOUD (ENCLOSES REVISION)	N/A	

SYMBOLS	EXISTING	NEW
BENCHMARK		N/A
PROPERTY CORNER		N/A
SEWER MANHOLE	S	
SEWER PUMP STATION	N/A	PS
SEWER GREASE TRAP	N/A	
SEWER CLEANOUT		
SEWER OIL & WATER SEPARATOR	N/A	
SEWER SERVICE CONNECTION	N/A	
STORM CATCH BASIN		
STORM SLAB TYPE CATCH BASIN		
STORM DROP INLET		
STORM DOUBLE CATCH BASIN	N/A	
STORM OPEN THROAT CATCH BASIN	N/A	
STORM ISOLATION BOX		IB
STORM JUNCTION BOX		
STORM MANHOLE	D	D
STORM OUTLET CONTROL STRUCTURE		CS
STORM YARD INLET (ROUND/RECTANGULAR)	YI	
STORM FLARED END SECTION	N/A	
STORM BEEHIVE GRATE	N/A	BG
WATER METER		WM
WATER METER RESIDENTIAL (SINGLE, DOUBLE)		
WATER DETECTOR CHECK	N/A	
WATER IRRIGATION METER	N/A	
WATER YARD HYDRANT	N/A	
WATER BACKFLOW PREVENTER	N/A	BFP
WATER BENDS (11.25°, 22.5°, 45°, 90°)	N/A	
WATER TEE	N/A	
WATER CROSS	N/A	
WATER CAP	N/A	
WATER BLOW OFF	N/A	
WATER BUTTERFLY VALVE	N/A	
WATER CHECK VALVE	N/A	
WATER GATE VALVE		
WATER POST INDICATOR	N/A	
WATER TAPPING SLEEVE AND VALVE	N/A	
WATER REDUCER	N/A	
WATER FIRE HYDRANT		
WATER FDC REMOTE	N/A	
WATER FDC ON BUILDING	N/A	

SYMBOLS	EXISTING	NEW
POWER POLE		
LIGHT POLE		
ELECTRIC BOX	E	N/A
ELECTRIC MANHOLE	E	N/A
CABLE PEDESTAL	C	N/A
TELEPHONE PEDESTAL	T	N/A
GAS VALVE	G	N/A
TREE		
ADA PARKING		
SIGN		
WHEELSTOP	N/A	
TRASH CAN	N/A	
BOLLARD	N/A	
REVISION ID	N/A	

SWPPP SYMBOLS	NEW
PORTABLE TOILET	PT
CONCRETE WASHOUT BASIN	CW
CONSTRUCTION ENTRANCE - GRAVEL (NCDEQ 6.06)	
CONSTRUCTION ENTRANCE WITH TIRE WASH	
TEMPORARY CHECK DAM (NCDEQ 6.63)	
TEMPORARY STRAW WATTLE / SILT SOCK	
SKIMMER	SK
HARDWARE CLOTH & GRAVEL INLET PROTECTION (NCDEQ 6.51)	
BLOCK AND GRAVEL INLET PROTECTION (NCDEQ 6.52)	
ROCK DOUGHNUT INLET PROTECTION (NCDEQ 6.54)	
ROCK PIPE INLET PROTECTION (NCDEQ 6.15)	
SILT SACK / FILTER BAG	
DUST CONTROL (NCDEQ 6.84)	DC
EROSION CONTROL MATTING (NCDEQ 6.17)	EC
MULCHING (SEE TURF AND GRASSES SPECIS, NCDEQ 6.14)	M
SURFACE ROUGHENING (NCDEQ 6.03)	SR
TEMPORARY SEEDING (SEE SCHEDULE IN EC NOTES, NCDEQ 6.10)	TS
TYPICAL LOT EROSION CONTROL	LE
SODDING (SEE TURF AND GRASSES SPECS, NCDEQ 6.12)	S
PERMANENT SEEDING (SEE TURF AND GRASSES SPECIES, NCDEQ 6.11)	PS
SILT FENCE OUTLET STRUCTURE (NCDEQ 6.41)	
RIPRAP (FES, BPE) (SEE DRAINAGE REPORT FOR SIZING)	
TURF REINFORCEMENT MAT (SEE TURF AND GRASSES SPECS)	

ABBREVIATIONS	EXISTING	NEW
ACCESS EASEMENT	EX. A.E.	A.E.
AUTHORITY HAVING JURISDICTION	EX. AHJ	AHJ
CORRUGATED METAL PIPE	EX. CMP	CMP
DRAINAGE EASEMENT	EX. S.D.E.	S.D.E.
DUCTILE IRON PIPE	EX. DIP	DIP
GASKETED REINFORCED CONCRETE PIPE	EX. GRCP	GRCP
GENERAL UTILITY EASEMENT	EX. G.U.E.	G.U.E.
HIGH-DENSITY POLYETHYLENE PIPE	EX. HDPE	HDPE
HOME OWNER'S ASSOCIATION	EX. HOA	HOA
IN ACCORDANCE WITH	EX. IA

SEAMONWHITESIDE
MOUNT PLEASANT, SC 843.884.1667
GREENVILLE, SC 864.298.0534
SUMMERVILLE, SC 843.972.0710
SPARTANBURG, SC 864.272.1272
CHARLOTTE, NC 980.312.5450
RALEIGH, NC 980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:
PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

50 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | AUDSON MULLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 200 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. - THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

TREE LEGEND

OFF-SITE SPECIMEN TREE

SPECIMEN TREE TO REMAIN

>12" DBH NON SPECIMEN TREE TO REMAIN

SPECIMEN TREE REMOVAL

>12" DBH NON SPECIMENTREE REMOVAL

TREE LABEL LEGEND:

CED	=	CEDAR
CHY	=	CHERRY
HEM	=	HEMLOCK
MAG	=	MAGNOLIA
MAP	=	MAPLE
POP	=	POPLAR
SYC	=	SYCAMORE

SITE LEGEND:

PCSO BUFFER

EXISTING WETLAND

WETLAND IMPACT

LIMITS OF DISTURBANCE (LOD)

HERITAGE TREES

NUMBER OF HERITAGE TREES ON SITE:	0
NUMBER OF HERITAGE TREES SAVED:	N/A
PERCENTAGE OF HERITAGE TREES REQUIRED TO SAVE:	100%
PERCENTAGE OF HERITAGE TREES ACTUALLY SAVED:	N/A

SPECIMEN TREES

NUMBER OF SPECIMEN TREES ON SITE:	25
NUMBER OF SPECIMEN TREES SAVED:	2
PERCENTAGE OF SPECIMEN TREES REQUIRED TO SAVE:	30%
PERCENTAGE OF SPECIMEN TREES ACTUALLY SAVED:	8%

NOTE: PETITIONER WILL USE BEST EFFORTS TO SAVE SPECIMEN TREES IN BUFFERS AND IN TREE SAVE AREA AS SHOWN ON THE REZONING PLAN. ONSITE TREE MITIGATION OR FEE IN LIEU WILL BE USED AS A LAST RESORT AS ALLOWED BY TOWN ORDINANCE.

TREE CANOPY

REQUIRED: 0%
EXISTING CANOPY: 372,862 SF (8.56 AC)
PROPOSED CANOPY TO REMAIN: 103,135 SF (2.38 AC) = 27.8%

CYNTHIA KAUFMAN
D.B. 13106, PG. 559
PIN: 017-072-44

ROBERT WILLIAM MCAULEY JR. REVOCABLE TRUST DATED NOVEMBER 1, 2018
D.B. 38219, PG. 688
PIN: 017-072-17

ROBERT WILLIAM MCAULEY JR. REVOCABLE TRUST DATED NOVEMBER 1, 2018
D.B. 38219, PG. 694
PIN: 017-072-18

FORSTER INVESTMENTS, INC.
D.B. 37747, PG. 763
PIN: 017-072-07
ZONED: HC (CD)

EXISTING SHED

EXISTING BUILDING

EXISTING GREEN HOUSE

EXISTING GREEN HOUSE

EXISTING GREEN HOUSE

PROPOSED LIMITS OF DISTURBANCE (10.2 ACRES)

FORSTER INVESTMENTS, INC.
D.B. 37747, PG. 763
PIN: 017-072-40
ZONED: HC (CD)

EXISTING TREELINE, TYP.

EXISTING POTENTIALLY JURISDICTIONAL WETLAND TO BE REMOVED

EXISTING NON-SPECIMEN TREE TO BE REMOVED

EXISTING SPECIMEN TREE TO BE REMOVED

JOANNE DAVIS, MARRIED
D.B. 16327, PG. 273
PIN: 017-072-19

FORSTER INVESTMENTS, INC.
D.B. 37747, PG. 770
PIN: 017-072-39
ZONED: NR

20' TEMPORARY NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS & REGRESS TO REMOVED - D.B. 37748, PG. 327

EXISTING POTENTIALLY JURISDICTIONAL WETLAND TO BE REMOVED

EXISTING JURISDICTIONAL INTERMITTENT STREAM TO BE REMOVED

OLD STATESVILLE ROAD (NC 115)
ASSUMED 80' PUBLIC RIGHT-OF-WAY
NCDOT PERMIT NUMBER D1024-90-21-10022

EXISTING POST CONSTRUCTION BUFFER, TYP.

EXISTING JURISDICTIONAL INTERMITTENT STREAM TO REMAIN

EXISTING TOP OF BANK

DEARNESS PROPERTIES, LLC
D.B. 19977, PG. 589
PIN: 017-072-36
ZONED: NR

30' PCSO BUFFER

EXISTING SPECIMEN TREE TO REMAIN

DEARNESS PROPERTIES, LLC
D.B. 19977, PG. 589
PIN: 017-072-37
ZONED: NR

EXISTING POTENTIALLY JURISDICTIONAL WETLAND, TYP.

TREE SAVE-PCSO BUFFER

STREAM TOP OF BANK

EXISTING NON-SPECIMEN TREE TO REMAIN

EXISTING BOUNDARY LINE TO BE ABANDONED

WILLIAM & AMY CHEEK
D.B. 33766, PG. 325
PIN: 017-072-21

30' PCSO BUFFER

10' WATER SUPPLY BUFFER

DON & CAROL DANCY
D.B. 6017, PG. 459
PIN: 017-072-38
ZONED: NR

EXISTING SPECIMEN TREE TO REMAIN

PROPOSED LIMITS OF DISTURBANCE (10.2 ACRES)

MCCARTHY PROPERTIES 1, LLC (ET AL)
D.B. 36163, PG. 836
M.B. 5, PG. 396
PIN: 017-072-41

EXISTING POTENTIALLY JURISDICTIONAL WETLAND TO REMAIN

PROPERTY BOUNDARY LINE, TYP.

LOT A, ARDEN SENIOR LIVING
FINAL PLAT
M.B. 74, PG. 324
FC HUNTERSVILLE, LLC
D.B. 36226, PG. 492
PIN: 017-072-26

EXISTING TREES																
8"GUM X2	12"GUM X2	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	15"ELM	15"OAK	15"PINE	15"PINE	15"POP	18"ELM	18"OAK	18"PINE	18"POP	20"PECAN	26"OAK
12"CED	12"GUM X2	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	15"ELM	15"OAK	15"PINE	15"PINE	15"POP	18"ELM	18"OAK	18"PINE	18"POP	20"PINE	26"PINE
12"CED	12"GUM X3	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	15"GUM	15"OAK	15"PINE	15"PINE	15"POP	18"ELM	18"OAK	18"PINE	18"POP	20"PINE	27"PINE
12"CED	12"GUM X3	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	15"GUM	15"OAK	15"PINE	15"PINE	15"POP	18"GUM	18"OAK	18"PINE	18"POP	20"PINE	28"MAG
12"CED	12"HEM	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	15"GUM	15"OAK	15"PINE	15"PINE	15"POP	18"GUM	18"OAK	18"PINE	18"POP	20"PINE	30"OAK**
12"CED	12"MAP	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	15"GUM	15"OAK	15"PINE	15"PINE	15"POP	18"GUM	18"OAK	18"PINE	18"POP	20"POP	30"PINE**
12"CHY	12"MAP	12"OAK	12"PINE	12"PINE	12"PINE TWIN	12"POP	15"GUM	15"OAK	15"PINE	15"PINE	15"POP	18"GUM	18"OAK X2	18"PINE	18"POP	21"OAK	30"PINE
12"CHY	12"OAK	12"OAK	12"PINE	12"PINE X3	12"POP X2	15"GUM	15"OAK	15"PINE	15"PINE	15"POP	18"GUM	18"PINE	18"PINE	18"POP X2	24"GUM	36"OAK	
12"ELM	12"OAK	12"OAK	12"PINE	12"PINE X3	12"POP X2	15"GUM	15"OAK	15"PINE	15"PINE	15"POP	18"GUM	18"PINE	18"PINE	18"POP X2	24"OAK**	36"OAK	
12"GUM	12"OAK	12"OAK	12"PINE	12"PINE X5	12"POP X2	15"GUM	15"OAK	15"PINE	15"PINE	15"POP	18"GUM TWIN	18"PINE	18"PINE	18"SYC	24"OAK	36"OAK	
12"GUM	12"OAK	12"OAK	12"PINE	12"PINE X6	12"POP X2	15"GUM	15"OAK	15"PINE	15"PINE	15"POP	18"GUM X2	18"PINE	18"PINE X2	18"SYC	24"OAK	36"OAK	
12"GUM	12"OAK	12"OAK	12"PINE	12"PINE	12"POP	12"POP X2	15"GUM X2	15"OAK	15"PINE	15"PINE	15"POP	18"MAP	18"PINE	18"PINE X2	18"SYC	24"OAK	36"OAK
12"GUM	12"OAK	12"OAK	12"PINE	12"PINE	12"POP	12"POP X3	15"HACKBERRY	15"OAK	15"PINE	15"PINE	15"POP	18"MAP	18"PINE	18"PINE X2	18"SYC	24"OAK	36"OAK**
12"GUM	12"OAK	12"OAK	12"PINE	12"PINE	12"POP	12"POP X4	15"MAP	15"OAK	15"PINE	15"PINE X2	15"POP	18"OAK	18"PINE	18"POP	18"SYC	24"OAK	36"OAK**
12"GUM	12"OAK	12"OAK	12"PINE	12"PINE	12"POP	12"TREE	15"OAK	15"OAK	15"PINE	15"PINE X2	15"POP	18"OAK	18"PINE	18"POP	18"SYC TWIN	24"OAK	40"OAK**
12"GUM	12"OAK	12"OAK X2	12"PINE	12"PINE	12"POP	12"TREE	15"OAK	15"OAK	15"PINE	15"PINE X2	15"POP	18"OAK	18"PINE	18"POP	18"TREE	24"OAK	40"PINE
12"GUM	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	12"TREE	15"OAK	15"OAK X2	15"PINE	15"PINE X3	15"POP X2	18"OAK	18"PINE	18"POP	20"ELM	24"PINE	PINE
12"GUM	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	15"CED	15"OAK	15"OAK X2	15"PINE	15"PINE X4	15"TREE	18"OAK	18"PINE	18"POP	20"OAK	24"PINE	TWIN TREE
12"GUM X2	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	15"ELM	15"OAK	15"PINE	15"PINE	15"POP	15"TREE	18"OAK	18"PINE	18"POP	20"OAK	25"PINE**	
12"GUM X2	12"OAK	12"PINE	12"PINE	12"PINE	12"POP	15"ELM	15"OAK	15"PINE	15"PINE	15"POP	15"TREE	18"OAK	18"PINE	18"POP	20"OAK	26"OAK	

** DENOTES OFF-SITE SPECIMEN TREE

Know what's below. Call before you dig.

0 20 40 80
SCALE: 1" = 40'

N W E S

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC

REZONING # R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 12515
DATE: 2/11/2026
DRAWN BY: CPE
CHECKED BY: TLL

REVISION HISTORY

EXISTING CONDITIONS

C2.0

PLOT FEB 20 11:06AM | SB HILBY | K:\Active Events P-Z\ACAD\C4-12515\CAD Files\2026.10.01 - Rezoning Set\C2.0-12515 - Existing Conditions.dwg

SITE DATA TABLE		
EXISTING SITE AREA (ACRES, SQUARE FEET)	±11.87 ACRES, 517,210 SF	
PROPOSED SITE AREA (ACRES, SQUARE FEET)	±11.45 ACRES, 499,013 SF	
PROPOSED NCDOT ROW (ACRES, SQUARE FEET)	±0.42 ACRES, 18,197 SF	
PROPOSED HUNTERSVILLE ROW (ACRES, SQUARE FEET)	±2.86 ACRES, 124,458 SF	
PROPOSED DISTURBED AREA (ACRES, SQUARE FEET)	± 9.61 ACRES, 418,549 SF	
RIVER BASIN	CATAWBA	
STREAM CLASSIFICATION	WS-IV - TORRENCE CREEK	
PRINCIPAL USES(S) (Z.O. ARTICLE 3)	MULTI-FAMILY HOMES & COMMERCIAL & TOWNHOUSE	
BUILDING TYPE (Z.O. ARTICLE 3, 4, & 8.10)	MIXED-USE/STOREFRONT, APARTMENT & ATTACHED HOME	
PROPOSED ZONING DISTRICT (Z.O. ARTICLE 3)	CONDITIONAL ZONING NEIGHBORHOOD CENTER DISTRICT - NC(CD)	
OVERLAY DISTRICT, IF APPLICABLE (ARTICLE 3 Z.O.)	MTN ISLAND LAKE PA-2	
PERCENTAGE OF IMPERVIOUS ALLOWED (ARTICLE 3Z.O.)	70%	
PERCENTAGE OF IMPERVIOUS SHOWN	54%	
LOT COUNT	2	
TOTAL NUMBER OF DWELLINGS (MULTIFAMILY)	UP TO 238	
TOTAL NUMBER OF TOWNHOUSE UNITS	UP TO 10	
TOTAL AREA OF COMMERCIAL (SQUARE FEET)	UP TO 8,000 SF	
LOT SIZE RANGE	N/A	
NUMBER OF LOTS WITHIN EACH RANGE (USE MORE LINES IF NEEDED)	N/A	N/A
LOT WIDTHS RANGE (Z.O. ARTICLE 3)		
NUMBER OF LOTS WITHIN EACH WIDTH (USE MORE LINES IF NEEDED)	N/A	N/A
SETBACKS AND BUILD-TO-LINES (Z.O. ARTICLE 3, 4, & 8)		
FRONT BTL RANGE OR SETBACK	10'-25' BTL	
CORNER SETBACKS	N/A	
REAR SETBACKS	8'-0"	
RIGHT SIDE SETBACKS	8'-0"	
LEFT SIDE SETBACKS	8'-0"	
WATERSHED INFORMATION (Z.O. ARTICLE 3 AND S.O. SECTION 7.290)		
IS THE PROPERTY IN A REGULATED WATERSHED DISTRICT?	YES	
WATERSHED DISTRICT	MCDOWELL CREEK	
LOW DENSITY/HIGH DENSITY	HIGH DENSITY	
PERCENTAGE OF ALLOWABLE IMPERVIOUS AREA	70%	
AMOUNT OF LOT AREA SET ASIDE FOR FUTURE IMPERVIOUS BY HOMEOWNER. *FYI, IF YOU ARE PROPOSING TO DEVELOP A RESIDENTIAL SUBDIVISION INSIDE THE MILO-O OR LN-O WATERSHED DISTRICTS YOU SHALL RESERVE 1% OF THE LOT AREA BUT NOT LESS THAN 150 SQ/FT IMPERVIOUS AREA PER LOT TO ALLOW FOR ADDITION OF FUTURE IMPERVIOUS AREA BY THE HOMEOWNER/OCCUPANT.*	N/A	
LIST ALL MODIFICATIONS FROM THE APPROVED SKETCH PLAN AND ANY CONDITIONS OF THE REZONING PLAN, IF THE PROPERTY IS SUBJECT A CONDITIONAL REZONING PLAN.	SEE REZONING NOTES	

COMMERCIAL BUILDING AREA:

BUILDING A: ± 17% GROUND FLOOR COMMERCIAL
BUILDING B: ± 21% GROUND FLOOR COMMERCIAL

PARKING SUMMARY TABLE:

REQUIRED PARKING SPACES:

RESIDENTIAL:
1 SPACE/1 BD UNIT = 1 SPACE * 130 UNITS = 130 SPACES
1.5 SPACE/1+ BD UNIT = 1.5 SPACES * 118 UNITS = 177 SPACES
TOTAL RESIDENTIAL = 307 SPACES

COMMERCIAL:
1 SPACE/500 SF = (8,000 SF/500 SF) * 1 SPACE = 16 SPACES

TOTAL REQUIRED = 323 SPACES

PROPOSED SPACES PROVIDED:

STANDARD OFF STREET PARKING = 110 SPACES
ON STREET PARKING = 77 SPACES
COMPACT PARKING SPACE = 118 SPACES
GARAGE PARKING = 10 SPACES
ADA SPACES = 8 SPACES

TOTAL PROVIDED = 323 SPACES

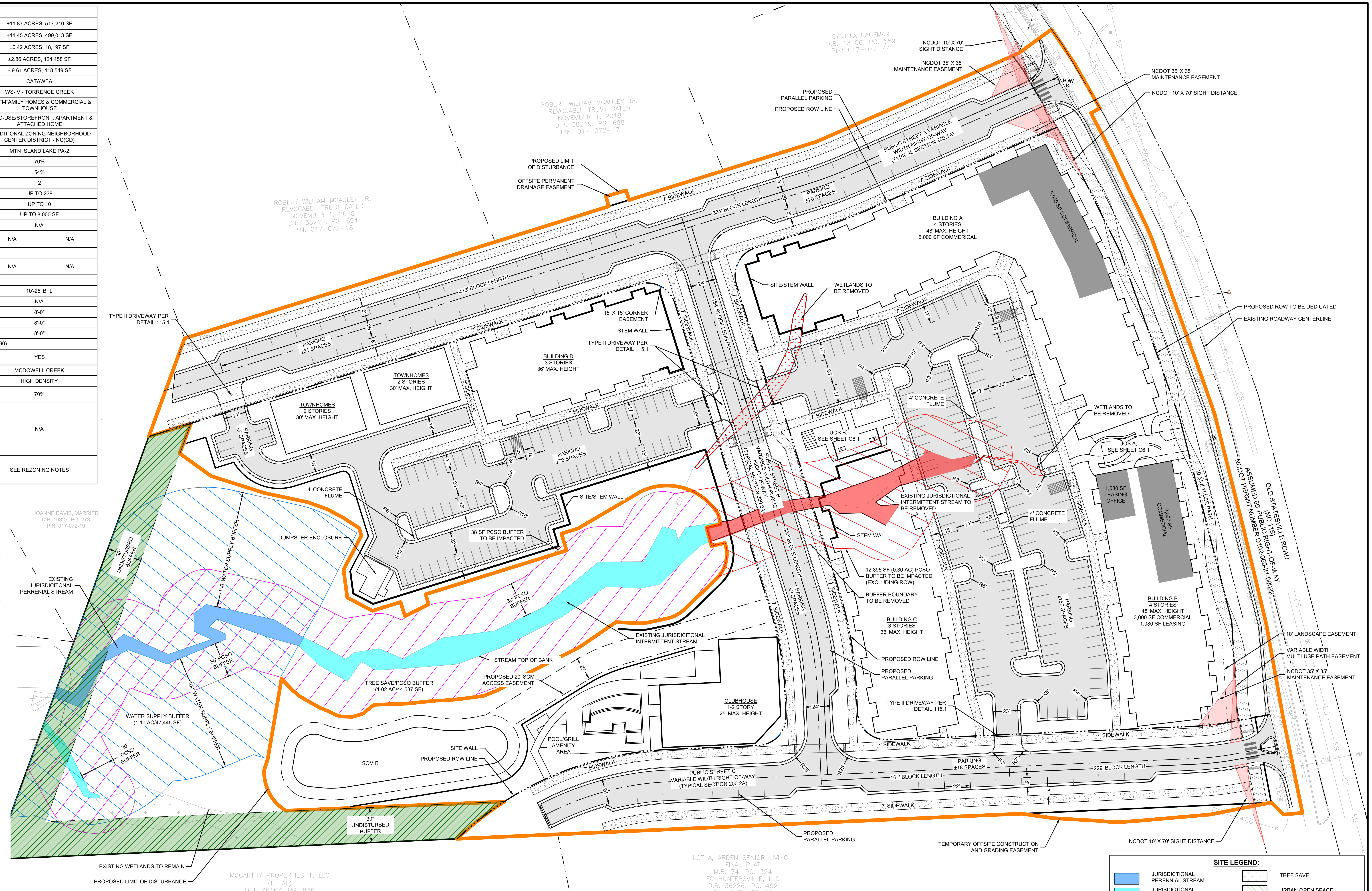
CONSTRAINING FEATURES	
FEATURE	AREA
WETLANDS	0.12 AC
STREAM BUFFERS	2.19 AC

30' STREAM BUFFER SECTION LEGEND:

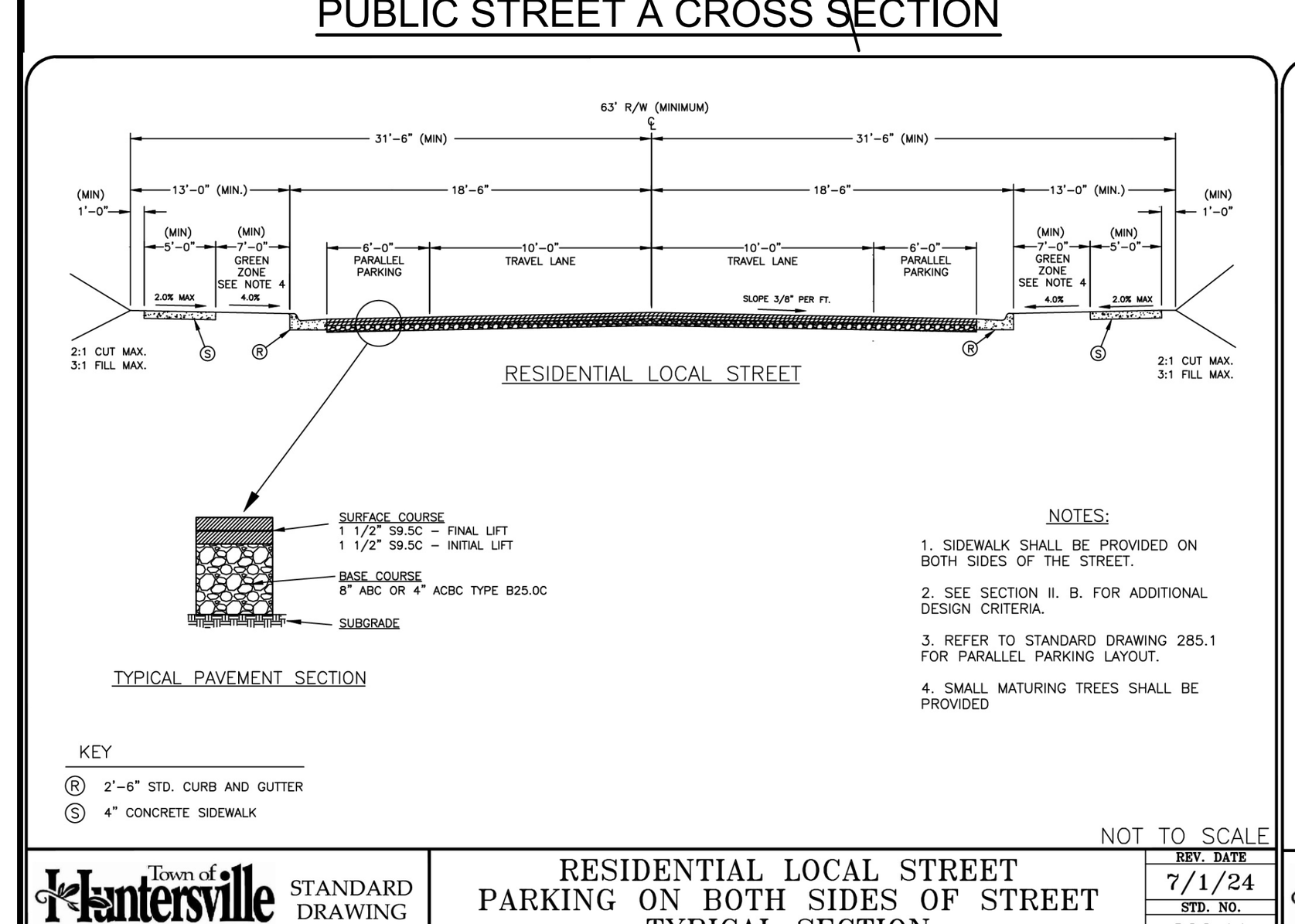
A 30' UPLAND ZONE STREAM BUFFER
B 20' VEGETATED BUFFER. DISTURBANCE WITHIN THIS AREA MUST BE REVEGETATED.
C 10' BANK STABILIZATION BUFFER. ANY DISTURBANCE WITHIN THIS AREA SHALL REQUIRE STREAM BANK STABILIZATION USING BIOENGINEERING TECHNIQUES AS SPECIFIED IN THE DESIGN MANUAL.

NOTES:

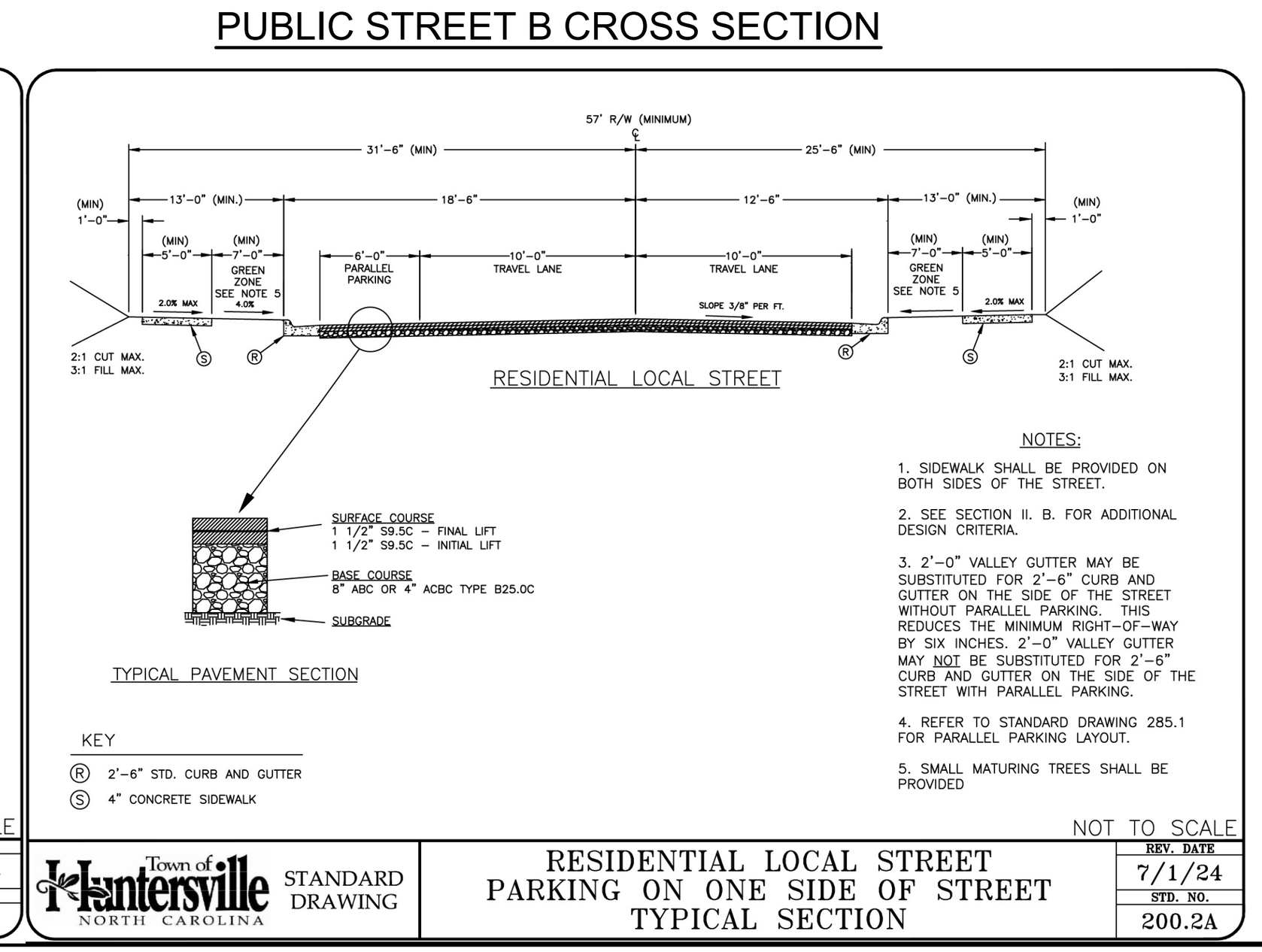
1. **MITIGATION SHALL BE PROVIDED BY OPTION 8 FROM SECTION 8.25.11.B IN THE TOWN OF HUNTERSVILLE ZONING ORDINANCES.**
2. **LANDSCAPE BUFFERS FOR LOT 3, 4, & 5 SHALL BE PER ORDINANCE UPON DEVELOPMENT.**
3. **DEVELOPER TO LIMIT GRADING AND MAINTAIN EXISTING VEGETATION WHERE FEASIBLE WITHIN LANDSCAPE BUFFERS.**



PUBLIC STREET A CROSS SECTION



PUBLIC STREET B CROSS SECTION



Core Thoroughfare

OLD STATESVILLE ROAD CROSS SECTION

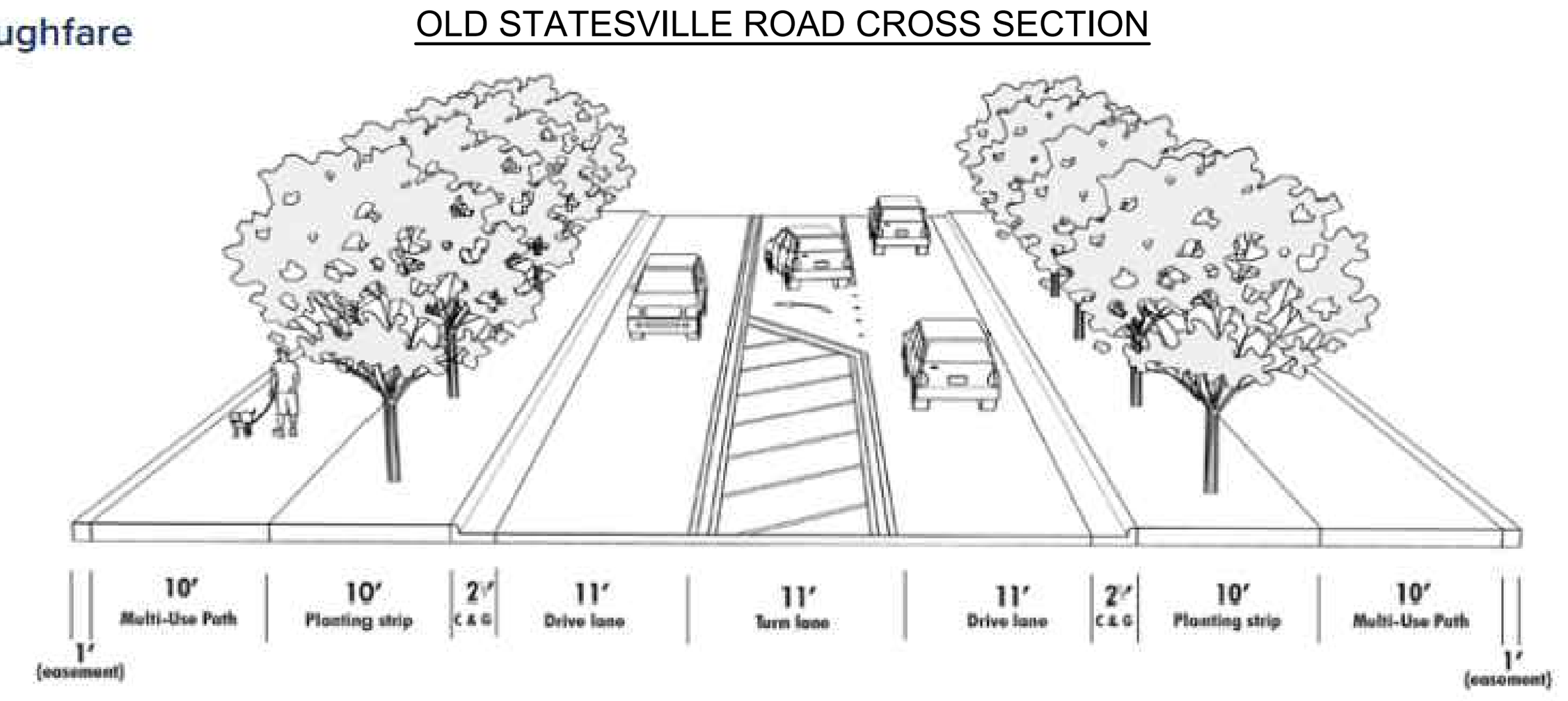


Figure 5.5. Core Thoroughfare Cross-Section. (Diagram not to scale.)

SITE LEGEND:

JURISDICTIONAL PERENNIAL STREAM	TREE SAVE
JURISDICTIONAL INTERMITTENT STREAM	URBAN OPEN SPACE
JURISDICTIONAL INTERMITTENT STREAM IMPACT	PUBLIC ROAD SECTION
PCSO BUFFER	PAVEMENT ASPHALT
WATER SUPPLY BUFFER	HEAVY DUTY CONCRETE
PCSO BUFFER IMPACT	ADA CONCRETE
EXISTING WETLAND	SIDEWALK CONCRETE
WETLAND IMPACT	MULTI-USE PATH
LANDSCAPE BUFFER	LIMITS OF DISTURBANCE (LOD)
EXISTING CANOPY TO COUNT TOWARDS BUFFER PLANTINGS	

Know what's below. Call before you dig.

0 20 40 80
SCALE: 1" = 40'

N S E W

SEAMONWHITESIDE

MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:
PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

SITE PLAN

C3.0

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 230 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION.

PLOTTED:2/11/2026 1:59 PM, BY Parker Evans P:\ACAD-D-4\12515\CAD Files\2025.10.01 - Rezoning Set\CD's\12515 Site Plan.dwg

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 230 PETERSON DR., COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

CYNTHIA KAUFMAN
D.B. 13106, PG. 559
PIN: 017-072-44

ROBERT WILLIAM MCAULEY JR.
REVOCABLE TRUST DATED
NOVEMBER 1, 2018
D.B. 38219, PG. 688
PIN: 017-072-17

ROBERT WILLIAM MCAULEY JR.
REVOCABLE TRUST DATED
NOVEMBER 1, 2018
D.B. 38219, PG. 694
PIN: 017-072-18

JOANNE DAVIS, MARRIED
D.B. 16327, PG. 273
PIN: 017-072-19

WILLIAM & AMY CHEEK
D.B. 33766, PG. 325
PIN: 017-072-21

MCCARTHY PROPERTIES 1, LLC
(ET AL)
D.B. 36163, PG. 836
M.B. 5, PG. 396
PIN: 017-072-41

LOT A, ARDEN SENIOR LIVING-FINAL PLAT
M.B. 74, PG. 324
FC HUNTERSVILLE, LLC
D.B. 36226, PG. 492
PIN: 017-072-26

PROPOSED NCDOT DRAINAGE IMPROVEMENTS

OLD STATESVILLE ROAD
(NC 115)
ASSUMED 60' PUBLIC RIGHT-OF-WAY
NCDOT PERMIT NUMBER D102-060-21-00022

PROPOSED NCDOT DRAINAGE IMPROVEMENTS

PUBLIC STREET A
67' PUBLIC RIGHT-OF-WAY
(TYPICAL SECTION 200.1B)

PUBLIC STREET B
51' PUBLIC RIGHT-OF-WAY
(TYPICAL SECTION 200.2A)

PUBLIC STREET C
VARIABLE WIDTH RIGHT-OF-WAY
(TYPICAL SECTION 200.5B)

TREE PROTECTION FENCING
LIMITS OF DISTURBANCE

BUILDING A
4 STORIES
6,000 SF COMMERICAL
FFE:791.25
FFE: 790.00

BUILDING B
4 STORIES
3,080 SF COMMERCIAL
FFE: 791.25

BUILDING C
3 STORIES
FFE:786.25

BUILDING D
3 STORIES
FFE: 787.00

CLUBHOUSE
1-2 STORY
FFE: 784.50
FFE: 788.75

TOWNHOMES
2 STORIES
FFE: 787.25

TOWNHOMES
2 STORIES
FFE: 787.25

SCM A
(UNDERGROUND SAND FILTER)
±7,250 SF

SCM B
(SURFACE SAND FILTER)

PROPOSED 20' SCM ACCESS EASEMENT

AMENITY AREA

8' SITE WALL

GEOGRID TO NOT ENCROACH INTO PUBLIC ROADWAYS CURB AND GUTTER

30' SEMI-OPAQUE BUFFER

100' WATER SUPPLY BUFFER

30' PCSO BUFFER

30' SEMI-OPAQUE BUFFER

100' WATER SUPPLY BUFFER

30' PCSO BUFFER

30' SEMI-OPAQUE BUFFER

D6 (JB) RIM: 790.35
D7 (30" FES) IE: 784.46 (D5)
D5 (JB) RIM: 789.89
B8 (CB) RIM: 788.50
B11 (CB) RIM: 782.77
D8 (30" FES) IE: 776.83 (D3)
D3 (JB) RIM: 782.04
D4 (JB) RIM: 789.34
B7 (CB) RIM: 788.77
B6 (CB) RIM: 783.88
B5 (CB) RIM: 782.64
B10 (CB) RIM: 782.64
C10 (CB) RIM: 784.51
C9 (CB) RIM: 784.44
C8 (CB) RIM: 785.09
C11 (CB) RIM: 786.16
B1 (JB) RIM: 784.83
B2 (CB) RIM: 782.67
B9 (CB) RIM: 783.42
B4 (CB) RIM: 782.51
A11 (CB) RIM: 785.55
C6 (JB) RIM: 786.96
C3 (JB) RIM: 785.66
B3 (CB) RIM: 782.53
C7 (JB) RIM: 785.85
C2 (JB) RIM: 785.66
C4 (DI) RIM: 783.54
C5 (DI) RIM: 783.50
D1 (30" FES) IE: 764.00 (D2)
B13 (CB) RIM: 784.51
D2 (JB) RIM: 783.51
B12 (CB) RIM: 784.36
D9 (JB) RIM: 784.43
A10 (CB) RIM: 785.87
A9 (CB) RIM: 785.79
B15 (CB) RIM: 783.46
B14 (CB) RIM: 784.23
A7 (CB) RIM: 786.04
A8 (CB) RIM: 787.07
A5 (CB) RIM: 783.06
A6 (CB) RIM: 783.99
A1 (24" FES) IE: 762.00 (A2)
A2 (JB) RIM: 772.00
A3 (36" FES) IE: 767.62 (A4)
A4 (CB) RIM: 781.51
A12 (CB) RIM: 781.14
A13 (CB) RIM: 782.77
D10 (JB) RIM: 784.31
A14 (CB) RIM: 785.88
D11 (JB) RIM: 788.88
D12 (30" FES) IE: 782.70 (D11)
C1 (24" FES) IE: 766.38 (C2)

BW/TW: 780.40
TW: 785.42
BW: 785.41
BW: 777.18
TW: 785.76
TW: 786.91
BW: 773.00
TW: 788.00
BW: 772.80
BW: 767.25
TW: 785.71
TW: 784.81
BW: 763.90
TW: 784.57
BW: 767.65
TW: 785.00
BW: 764.90
TW: 784.57
BW: 771.07
BW: 774.58
TW: 784.96
TW: 785.88
BW: 772.97
TW: 779.91
BW: 767.99
TW: 779.00
BW: 771.78
BW: 771.92
TW: 772.45
BW/TW: 770.55
BW: 780.64
TW: 772.29
BW/TW: 784.47
BW: 774.26
TW: 780.06
TW: 780.42
BW: 769.50
TW: 779.90
BW: 770.47
BW: 769.50
TW: 782.03
BW/TW: 769.34

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

0 20 40 80
SCALE: 1" = 40'

N W E S

SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC

HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 12515
DATE: 2/11/2026
DRAWN BY: CPE
CHECKED BY: TLL

REVISION HISTORY

OVERALL GRADING & DRAINAGE PLAN

C4.0

SECTION VIEW
SCALE: 1" = 20'

SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD
MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

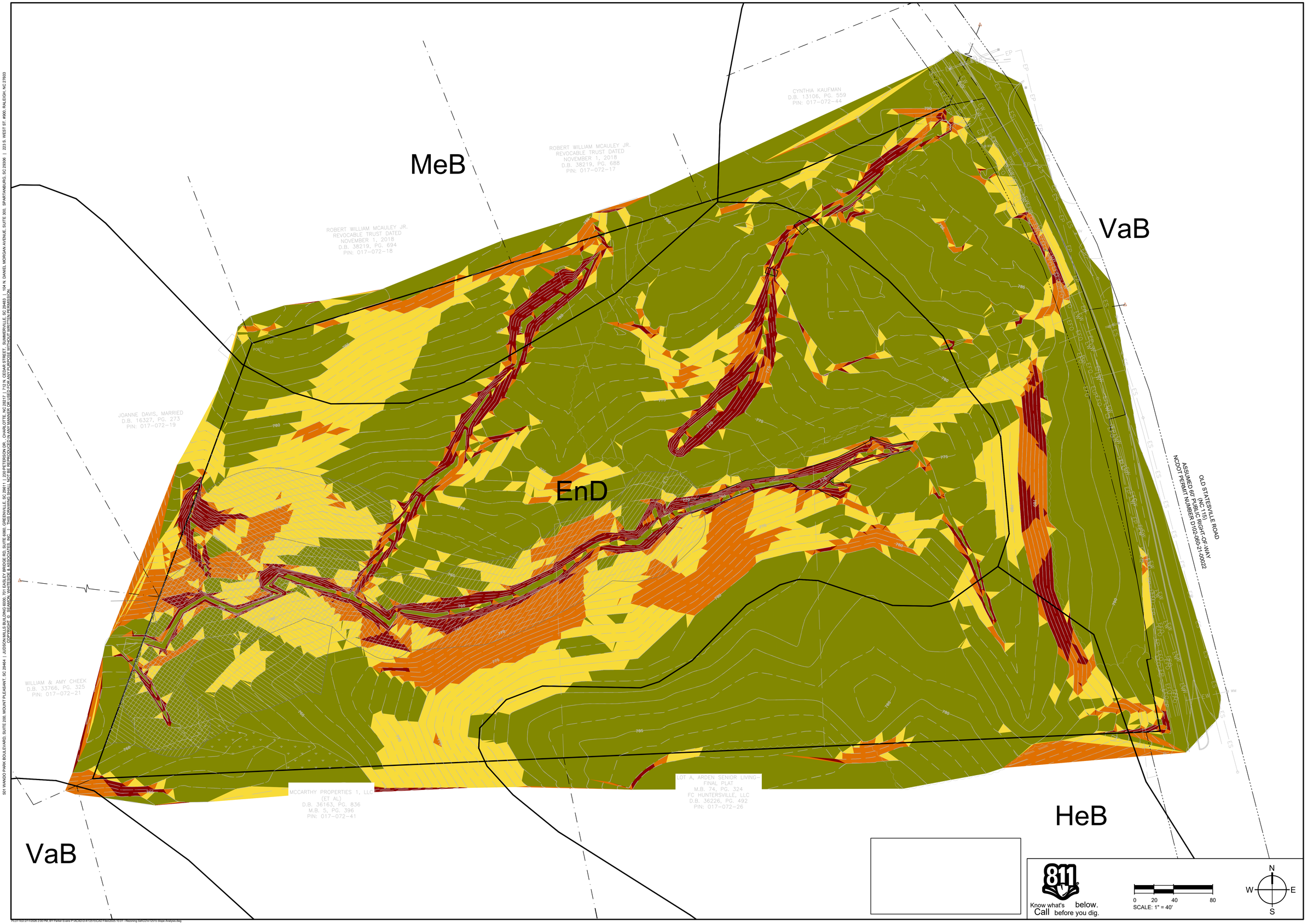
REVISION HISTORY

BUILDING D
SITE LINE
EXHIBIT

C4.1

501 WANDO PARK BOULEVARD, SUITE 200 MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060 GREENVILLE, SC 29611 | 230 PETERSON DR. CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 500 SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

PLOTTED:2/11/2026 2:00 PM, BY Parker Evans P:\CAD\CH\12515\CAD Files\2026.10.01 - Rezoning Set\CD 012515 Building D Sight Line.dwg



SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

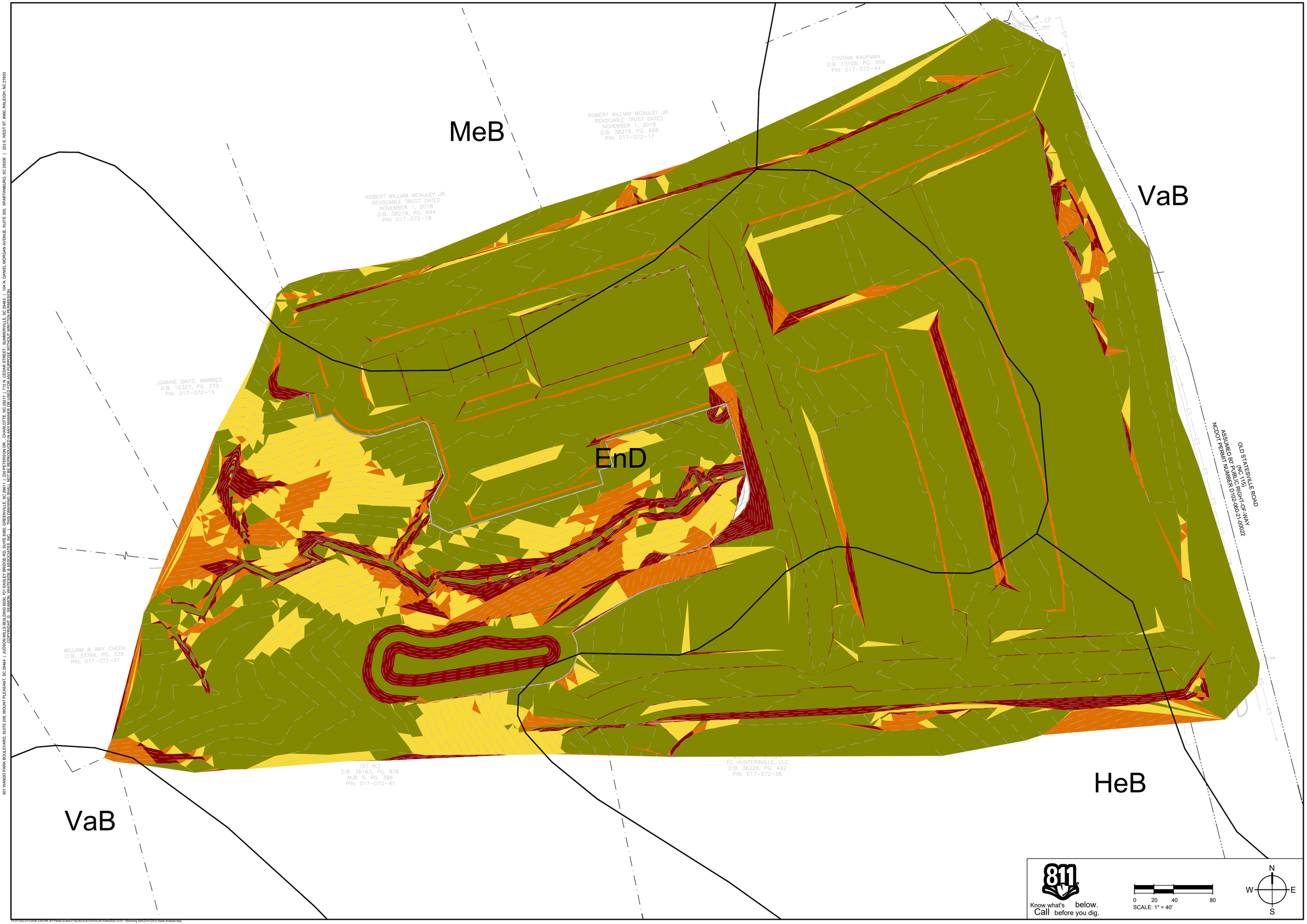
SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

EXISTING SLOPE ANALYSIS

C4.2

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 230 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION



SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

PROPOSED SLOPE ANALYSIS

C4.3

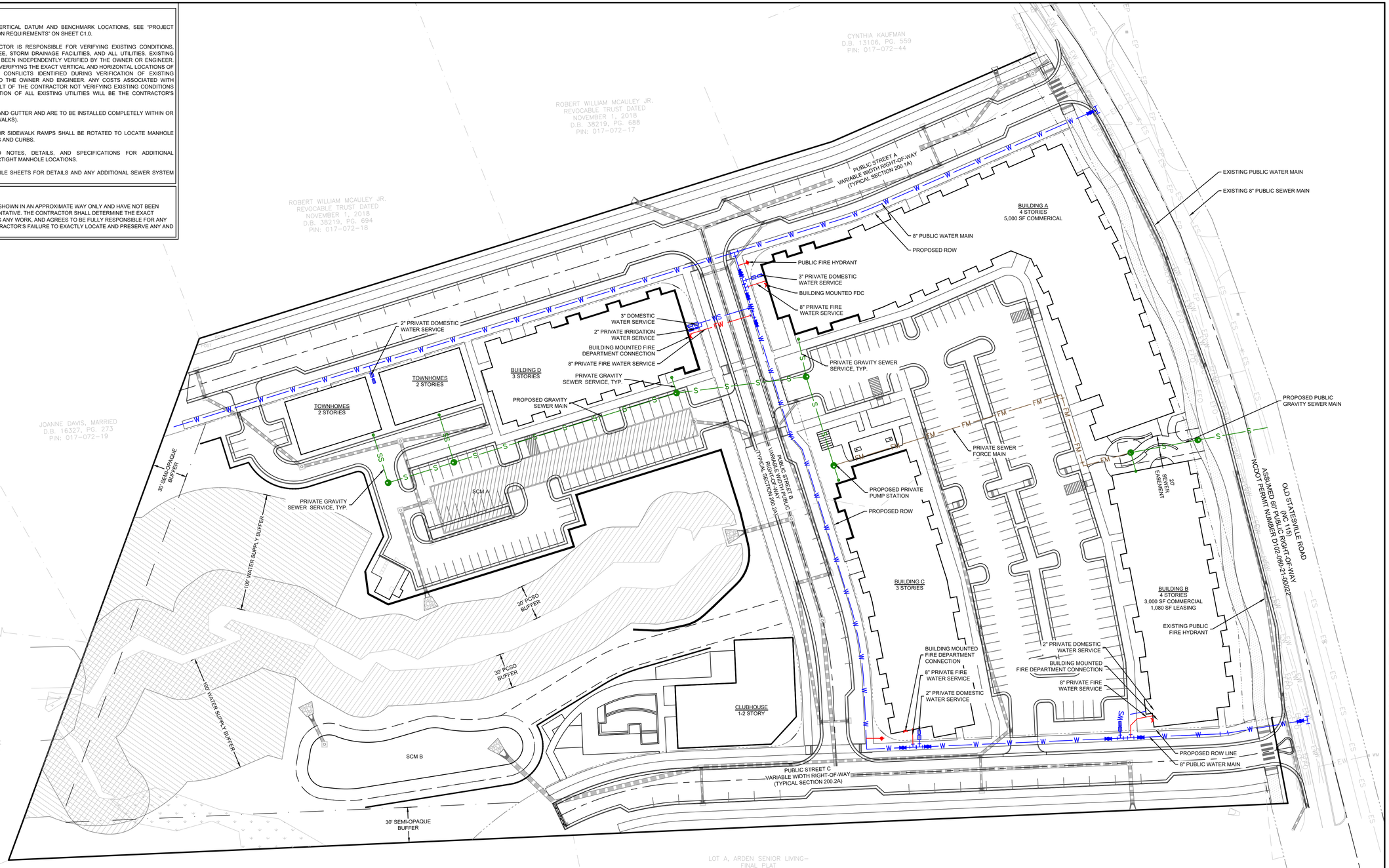
501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 230 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

STANDARD SEWER PLAN NOTES:

1. FOR PROJECT SURVEY INFORMATION INCLUDING VERTICAL DATUM AND BENCHMARK LOCATIONS, SEE "PROJECT SURVEY INFORMATION AND CONTRACTOR VERIFICATION REQUIREMENTS" ON SHEET C1.0.
2. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS, INCLUDING BUT NOT LIMITED TO TOPOGRAPHIC, TREE, STORM DRAINAGE FACILITIES, AND ALL UTILITIES. EXISTING UTILITIES SHOWN ARE APPROXIMATE AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ENGINEER. THEREFORE, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXACT VERTICAL AND HORIZONTAL LOCATIONS OF ALL EXISTING UTILITIES. ANY DISCREPANCIES OR CONFLICTS IDENTIFIED DURING VERIFICATION OF EXISTING CONDITIONS AND UTILITIES SHALL BE REPORTED TO THE OWNER AND ENGINEER. ANY COSTS ASSOCIATED WITH CORRECTIVE WORK OR DAMAGES THAT ARE A RESULT OF THE CONTRACTOR NOT VERIFYING EXISTING CONDITIONS AND THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.
3. MANHOLE COVERS ARE NOT ALLOWED WITHIN CURB AND GUTTER AND ARE TO BE INSTALLED COMPLETELY WITHIN OR COMPLETELY OUT OF PAVED AREAS (INCLUDING SIDEWALKS).
4. SEWER MANHOLE CONES ADJACENT TO CURB AND/OR SIDEWALK RAMPS SHALL BE ROTATED TO LOCATE MANHOLE FRAME AND COVER AWAY FROM THE SIDEWALK RAMPS AND CURBS.
5. REFER TO THE SEWER AUTHORITY'S STANDARD NOTES, DETAILS, AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND PROCEDURES, INCLUDING WATERTIGHT MANHOLE LOCATIONS.
6. REFER TO SEWER DETAIL SHEETS AND SEWER PROFILE SHEETS FOR DETAILS AND ANY ADDITIONAL SEWER SYSTEM INFORMATION.

EXISTING UTILITY NOTE:

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING ANY WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



Know what's below. Call before you dig.

0 20 40 80
SCALE: 1" = 40'

N W E S

SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

UTILITY PLAN

C5.0

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 230 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306 | 233 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

PLOTTED:2/11/2026 2:01 PM, BY Parker Evans P:\ACAD\12-615\15\CAD Files\2025.10.01 - Rezoning Set\C5.0 UTILITY PLAN.dwg

LANDSCAPE SUMMARY TABLE:

OLD STATESVILLE ROAD FRONTAGE (OVERHEAD POWER):
- SMALL MATURING STREET TREES IN R/W PLANTED 30' ON CENTER.
- LARGE MATURING MULTI-USE PATH TREES IN 10' LANDSCAPE EASEMENT PLANTED 40' ON CENTER.

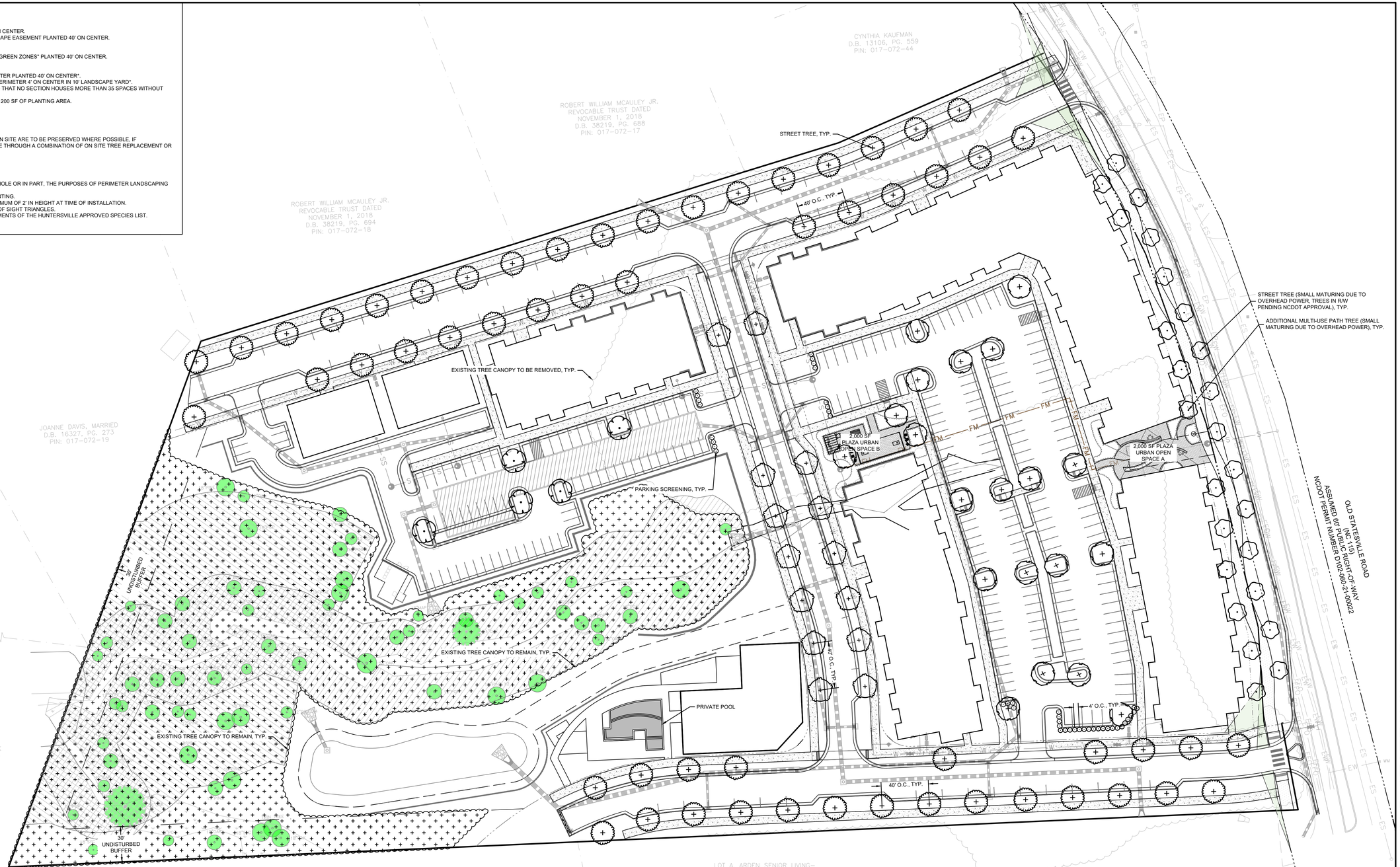
PROPOSED INTERNAL PUBLIC R/W FRONTAGES:
- LARGE MATURING TREES IN HUNTERSVILLE STANDARD "GREEN ZONES" PLANTED 40' ON CENTER.

OFF STREET PARKING:
- LARGE MATURING TREES AROUND PARKING LOT PERIMETER PLANTED 40' ON CENTER*.
- EVERGREEN SHRUBS PLANTED AROUND PARKING LOT PERIMETER 4' ON CENTER IN 10' LANDSCAPE YARD*.
- PARKING LOTS SHALL BE BROKEN UP INTO SECTIONS SO THAT NO SECTION HOUSES MORE THAN 35 SPACES WITHOUT A TREE ISLAND.
- INTERIOR ISLANDS TO BE A MINIMUM OF 8' IN WIDTH AND 200 SF OF PLANTING AREA.

BUFFER YARDS:
30' UNDISTURBED BUFFER ADJACENT TO RESIDENTIAL.

TREE PRESERVATION REQUIREMENTS:
- 100% OF HERITAGE TREES & 30% OF SPECIMEN TREES ON SITE ARE TO BE PRESERVED WHERE POSSIBLE, IF PERCENTAGES ARE NOT MET, DEVELOPER MAY MITIGATE THROUGH A COMBINATION OF ON SITE TREE REPLACEMENT OR A CONTRIBUTION TO THE TREE FUND/BANK PER CODE.

GENERAL NOTES:
- *EXISTING VEGETATION TO REMAIN WHICH MEETS, IN WHOLE OR IN PART, THE PURPOSES OF PERIMETER LANDSCAPING ABOVE, MAY BE APPLIED TOWARD REQUIREMENT.
- TREES TO BE A MINIMUM OF 2" CALIPER AT TIME OF PLANTING.
- OFF STREET PARKING SCREENING SHRUBS TO BE A MINIMUM OF 2' IN HEIGHT AT TIME OF INSTALLATION.
- ALL TREES AND SHRUBS ARE TO BE LOCATED OUTSIDE OF SIGHT TRIANGLES.
- CODE REQUIRED LANDSCAPE IS TO MEET THE REQUIREMENTS OF THE HUNTERSVILLE APPROVED SPECIES LIST.



Know what's Call before you dig.

0 20 40 80
SCALE: 1" = 40'

N W E S

SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT: 12515
DATE: 2/11/2026
DRAWN BY: CPE
CHECKED BY: TLL

REVISION HISTORY

LANDSCAPE PLAN

C6.0

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6000, GREENVILLE, SC 29611 | 230 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6000, GREENVILLE, SC 29611 | 230 PETERSON DR., CHARLOTTE, NC 28217 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603

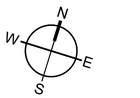
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

K:\2015\12515\12515 2.0\2 PM_BY Parker Evans P:\ACAD\12-4\12515\CAD Files\XR\12515 XLandscape.dwg

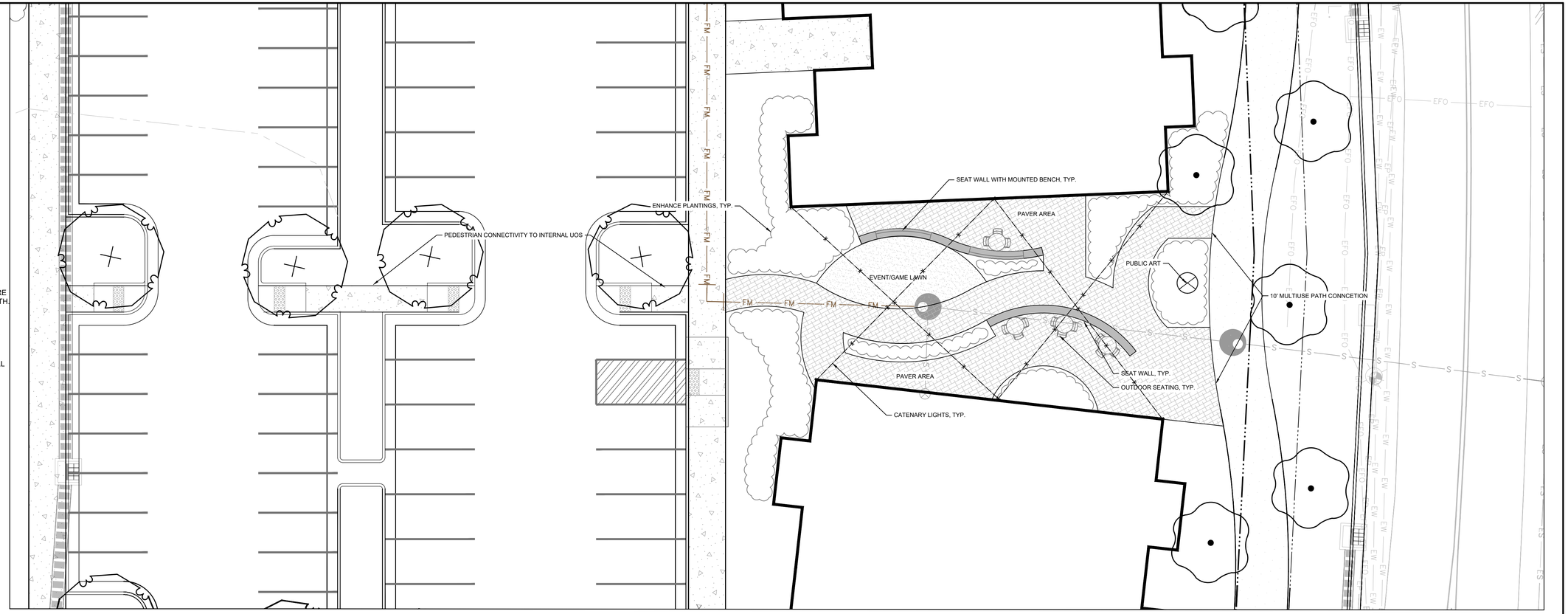
501 MANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 200 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

URBAN OPEN SPACE A (PLAZA TYPE)

IS TO CONSIST OF PUBLIC ART FOCAL FEATURE TO PROVIDE CONNECTIVITY TO MULTIUSE PATH. ADDITIONALLY INCLUDED: 4 TABLES/CHAIRS, SEAT WALLS, GAME/EVENT LAWN, FESTIVAL/CATENARY LIGHTS, ENHANCED PLANTINGS, AND A PAVER FORECOURT THAT CONNECTS THE SITE TO THE ADJACENT MULTIUSE PATH. DESIGN IS SUBJECT TO CHANGE, BUT ALL ELEMENTS MENTIONED WILL BE INCLUDED.

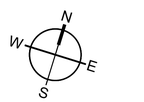


0 5 10 20
SCALE: 1" = 10'

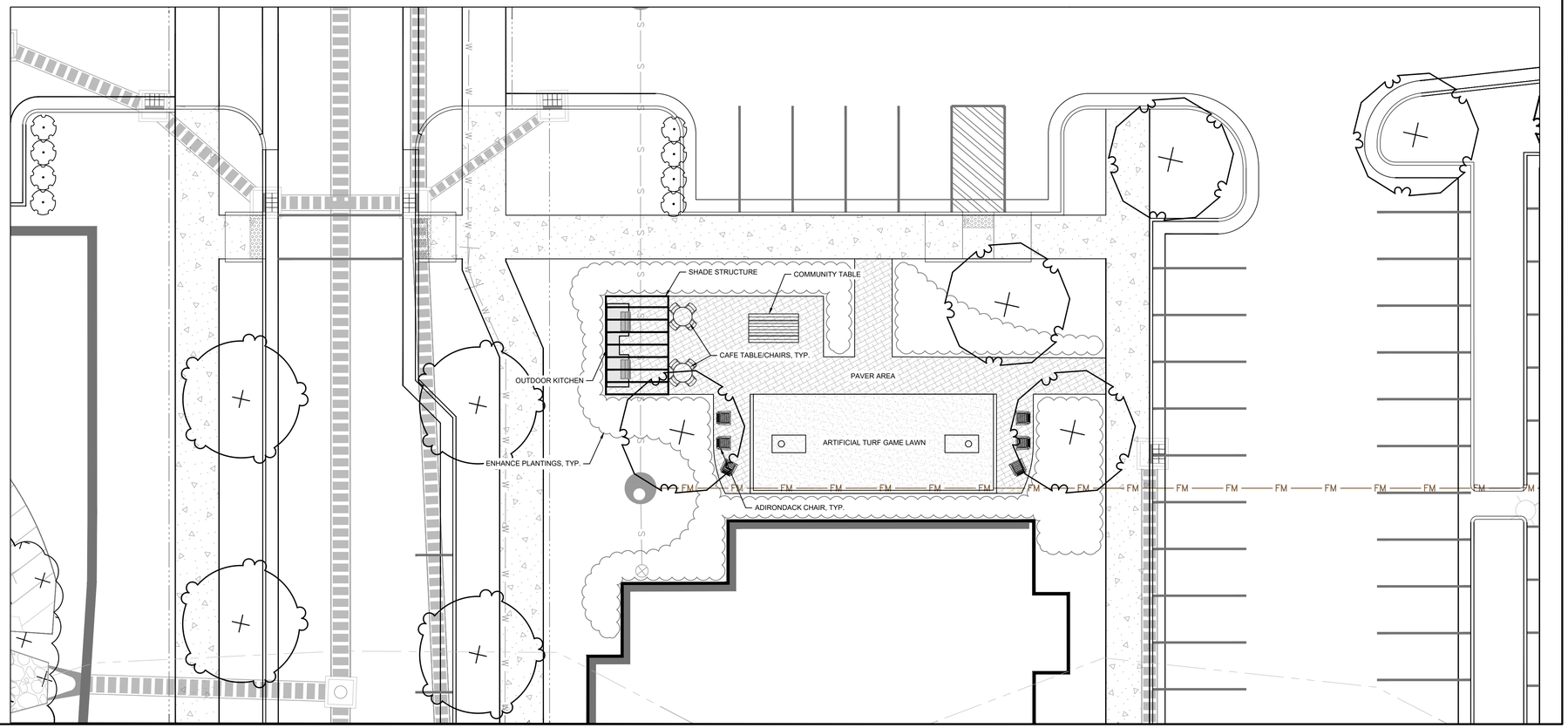


URBAN OPEN SPACE B (PLAZA TYPE)

IS TO CONSIST OF A PAVER PATIO WITH AN OUTDOOR KITCHEN, A SHADE STRUCTURE, A TURF GAME LAWN, ADIRONDACK CHAIRS, AND A COMMUNITY TABLE. DESIGN IS SUBJECT TO CHANGE, BUT ALL ELEMENTS MENTIONED WILL BE INCLUDED.



0 5 10 20
SCALE: 1" = 10'



SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

URBAN OPEN SPACE PLANS

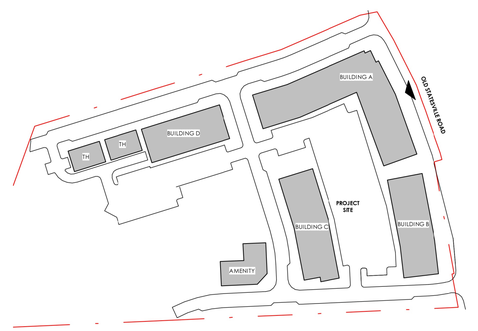
C6.1

K:\2012\12515\06 Drawings\Sketch Plan\12515 Landscape.dwg 2/10/2026 2:03 PM, BY Parker Evans P:\ACAD\21-R\12515\CAD Files\Xref\12515 xLandscape.dwg



DRAFT.
CONCEPTUAL ELEVATIONS ARE PRELIMINARY AND ILLUSTRATIVE IN NATURE AND SUBJECT TO CHANGE.

MIXED-USE BUILDING



KEY PLAN

SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

ARCHITECTURAL ELEVATION A

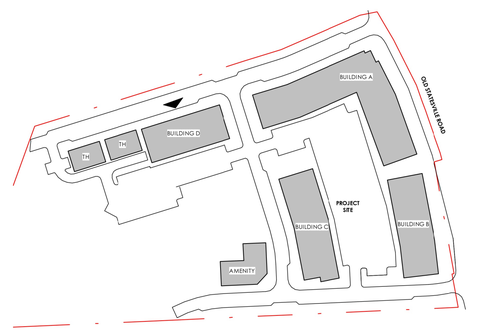
501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 200 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 500, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

PLOTTED:2/11/2026 2:02 PM, BY Parker Evans P:\ACAD\12515\CAD Files\2025.10 01 - Rezoning Set\OLD12515 Title Sheet.dwg



DRAFT.
CONCEPTUAL ELEVATIONS ARE PRELIMINARY AND ILLUSTRATIVE IN NATURE AND SUBJECT TO CHANGE.

APARTMENT BUILDING ELEVATION



KEY PLAN

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 200 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 500, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD
MIXED-USE
SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

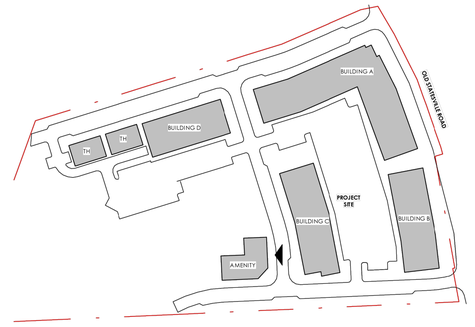
ARCHITECTURAL ELEVATION B

PLOTTED:2/11/2026 2:02 PM, BY Parker Evans P:\ACAD\21-R\12515\CAD Files\2026.10.01 - Rezoning Set\CAD\12515 Title Sheet.dwg



DRAFT.
CONCEPTUAL ELEVATIONS ARE PRELIMINARY AND ILLUSTRATIVE IN NATURE AND SUBJECT TO CHANGE.

AMENITY ELEVATION



KEY PLAN

SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD
MIXED-USE
SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

ARCHITECTURAL ELEVATION C

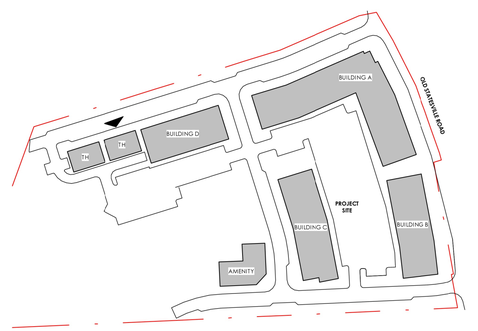
501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 210 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 500, SPARTANBURG, SC 29306 | 233 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

PLOTTED:2/11/2026 2:02 PM, BY Parker Evans P:\ACAD\+R\12515\CAD Files\2025.10 01 - Rezoning Set\OLD R12515 Title Sheet.dwg



DRAFT.
CONCEPTUAL ELEVATIONS ARE PRELIMINARY AND ILLUSTRATIVE IN NATURE AND SUBJECT TO CHANGE.

ATTACHED HOME ELEVATION



KEY PLAN

SEAMONWHITESIDE
MOUNT PLEASANT, SC
843.884.1667
GREENVILLE, SC
864.298.0534
SUMMERVILLE, SC
843.972.0710
SPARTANBURG, SC
864.272.1272
CHARLOTTE, NC
980.312.5450
RALEIGH, NC
980.312.5450
WWW.SEAMONWHITESIDE.COM

DISCLAIMER:

PLAN SETS ARE INTENDED TO BE VIEWED AND PRINTED IN COLOR

OLD STATESVILLE ROAD MIXED-USE

SKETCH PLAN/ CONDITIONAL DISTRICT REZONING
HIGH STREET DISTRICT DEVELOPMENT, INC
REZONING #: R25-15
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SW+ PROJECT:	12515
DATE:	2/11/2026
DRAWN BY:	CPE
CHECKED BY:	TLL

REVISION HISTORY

ARCHITECTURAL ELEVATION D

501 WANDO PARK BOULEVARD, SUITE 200, MOUNT PLEASANT, SC 29464 | JUDSON MILLS BUILDING 6000, 701 EASLEY BRIDGE RD, SUITE 6060, GREENVILLE, SC 29611 | 230 PETERSON DR., CHARLOTTE, NC 28217 | 712 N. CEDAR STREET, SUMMERVILLE, SC 29483 | 104 N. DANIEL MORGAN AVENUE, SUITE 300, SPARTANBURG, SC 29306 | 223 S. WEST ST. #900, RALEIGH, NC 27603
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC. | THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

COMMUNITY MEETING REPORT FOR REZONING & SKETCH PLAN # CSP-500111

Petitioner: **High Street District Development, Inc.**

Rezoning Petition Nos.: **CSP-500111 (R25-15)**

Property: **±11.87-acres located along Old Statesville Road**

This Community Meeting Report is being filed with the Town of Huntersville Planning Department pursuant to the Zoning Ordinance Article 11.4.

PERSONS AND ORGANIZATIONS CONTACTED WITH DATES AND EXPLANATIONS OF HOW CONTACTED:

A representative of the Petitioner sent via certified mail a written notice of the date, time and details of the Community Meeting to the individuals and organizations set out on **Exhibit A** by depositing the Community Meeting Notice in the U.S. mail on 12/22/2025. A copy of the written notice is attached as **Exhibit B**.

TIME AND DATE OF MEETING:

The Community Meeting required by the Ordinance was held on Monday, January 5, 2026, at 6:00 p.m. The meeting was held at the Torrence Lytle Community Center, 508 Dellwood Drive, Huntersville, North Carolina, 28078.

PERSONS IN ATTENDANCE AT MEETING:

The list of attendees from the required Community Meeting is attached as **Exhibit C**. The Petitioner's representatives were Tom Burr with High Street District Development, Megan Schoonmaker, the Site Engineer with Seamon Whiteside, Nick Burns, the traffic consultant with Impact Designs, Inc., and Bridget Grant and Lisa Thompson with Moore & Van Allen, PLLC.

SUMMARY OF ITEMS DISCUSSED AT MEETING:

I. Introduction and Overview of Development Plan & Process:

- Petitioner representatives shared the PowerPoint presentation attached to this Community Meeting Report covering items including site location, proposed rezoning, alignment with Huntersville 2040 Comprehensive Plan, current development plan, and other relevant items.
- Following explanation of the proposal, the anticipated/tentative rezoning schedule was reviewed as included in the attached presentation noted as being subject to change.

II. Summary of Questions/Comments and Responses:

The meeting was then opened for questions and answers. A summary is included below with responses provided in **bold**:

- Has an environmental study been completed and how will the project impact any of the stream/stream buffer on-site? **A stream/wetlands study has been completed by the Petitioner's wetlands consultant and submitted to the Town. Current design aims to limit impacts to identified stream buffers. In limited areas of impact to these buffers, Petitioner plans to mitigate these impacts as required by Ordinance via mitigation fees/credits with the intention of these credits being routed to associated stream restoration project in the Town.**

- Does any approval or permit required by the Army Corps of Engineers (ACOE) for stream/wetland impacts have to be completed as a part of the rezoning? **No, wetland and/or stream permitting via the ACOE is a separate process from rezoning.**
- What is Building D on the proposed site plan as there is concern with this multifamily building having visibility to neighboring single-family structures? **Building D is a 3-story (~35') multifamily building that serves as a transition from the 4-story mixed-use buildings along Old Statesville Road to the 2-story townhome buildings in the northwest portion of the plan along Public Street A. All buildings along Public Street A are set back approximately ~70' from the northern property boundary. If this new public R/W were not planned, only a 30' semi-opaque buffer would be required per Ordinance. As a result, Building D at minimum is approximately ~300'+ away from any existing structure on adjacent parcels with existing tree canopy on these adjacent parcels providing further natural buffer.**
- Are all of the traffic improvements planned to occur south of the roundabout at Old Statesville/Mount Holly-Huntersville Road? **Yes, traffic improvements associated with the project per the draft TIA submitted are planned generally along the property's Old Statesville Road frontage (south of existing roundabout).**
- How is stormwater runoff being addressed to avoid negative impacts to neighboring properties? **The project will comply with the Town Water Quality Ordinance and Design Manual, which includes accommodating 50-year storm event. The Petitioner explained the two separate stormwater systems planned for the project to accommodate these requirements: one underground sand filter on north side of the tree save/PCSO buffer area and one surface sand filter on the south side of this buffer area.**
- Is there a possibility of including a fence along the property boundary? **Petitioner's ability to fence along new on-site public R/W (in alignment with Planning Staff comments) is limited and 30' buffer held to west and south intended to serve as natural privacy buffer. As project progresses to construction documents phase, Petitioner can explore potential for fencing in select property boundary areas.**
- Are the 10 affordable/attainable units Section 8 housing? **No, these units are not Section 8 or tax-credit housing. Attainable units are intended to serve residents within the 80% - 100% AMI range (as set by HUD for metro area) with high-quality housing. Attainable units will be no different in terms of quality, finishes, and access to project amenities.**
- When will the current plans presented this evening be available on the Town's website/portal? **It is the Petitioner's understanding that the current plans resubmitted to the Town on 12/19/25 should be available on the Town's website this week (week of 1/5/26).**

<u>CHANGES MADE TO PETITION AS A RESULT OF THE MEETING</u>:

The development team will continue to coordinate efforts with City Staff.

cc: Christy Clark, Mayor of Huntersville
Brian Richards, Huntersville Planning Director
Tom Burr, High Street District Development, Inc.
Bridget Grant and Lisa Thompson, Moore & Van Allen, PLLC

EXHIBIT A

Community Meeting Notices

Project Name	Old Statesville Road Mixed-Use

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a list of all persons and organizations contacted about the meeting shall be submitted to the Planning Department and incorporated into the application for this project.

The following persons and organizations were sent notices of the community meeting (first and last name or business name only):

First and Last Name	Parcel ID	Date Sent	Method Sent	Reason Sent
BATES ROBERT NEAL | BATES BELINDA WASHAM	01707204	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
FC HUNTERSVILLE LLC	01707206	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
FORSTER INVESTMENTS INC	01707207	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
WESTHAFER MICHAEL A | WESTHAFER LESA R	01707209	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
PRICE JAMES L | PRICE SUSAN M	01707211	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MAYE DIANE N | DIANE N MAYE REVOCABLE TRUST	01707212	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
WHITE ROBERT EDWARD | WHITE JANE M	01707214	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MCAULEY ROBERT W JR | ROBERT WILLIAM MCAULEY JR REVOCABLE TRUST	01707215	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MCAULEY ROBERT W JR | ROBERT WILLIAM MCAULEY JR REVOCABLE TRUST	01707217	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MCAULEY ROBERT W JR | ROBERT WILLIAM MCAULEY JR REVOCABLE TRUST	01707218	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
LAUDERT JOANNE MYERS	01707219	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
LIBBY AARON NEIL | LIBBY SOUHEILA BEDAIA	01707220	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
CHEEK WILLIAM MATTHEW | CHEEK AMY RACHEL	01707221	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
PELL JOHN NICHOLSON | ELIZABETH TALLEY	01707222	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MCAULEY ROBERT W JR | ROBERT WILLIAM MCAULEY JR REVOCABLE TRUST	01707230	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
DEARNESS PROPERTIES LLC	01707236	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
DEARNESS PROPERTIES LLC	01707237	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
DANCY DON DALE | DANCY CAROL M	01707238	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
FORSTER INVESTMENTS INC	01707239	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
FORSTER INVESTMENTS INC	01707240	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MCCARTHY PROPERTIES 1 LLC | MCCARTHY PROPERTIES 2 LLC	01707241	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
KAUFMAN CYNTHIA A	01707244	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
GUIGNARD CHARLES S	01907202	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
HINES BRIAN	01907203	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
KEPPLE JAMES JR | KEPPLE SHELI	01907204	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
TORRES JUAN RAMIRO RODRIGUEZ | MARTINEZ-CASTRO YOLANDA	01907205	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
DANCY DON DALE | DANCY CAROL M	01907206	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
KEPPLE JAMES E JR | KEPPLE SHELI	01907209	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MIKEY AND SLY HOLDINGS LLC	01907301	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MICHELONE JEFFREY W | MICHELONE NANCY C	01907304	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MONTGOMERY MYRA HYLEMAN | MYRA HYLEMAN MONTGOMERY REVOCABLE TRUST	01907305	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
DEWESE TERRY E | DEWESE REBECCA A	01907306	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MIKEY AND SLY HOLDINGS LLC	01907307	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
TOWN OF HUNTERSVILLE	01907309	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
TOWN OF HUNTERSVILLE	01907310	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
BROWN JAMES WILLIAM JR | JOHN SAMUEL PUTNAM	01907315	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
TOWN OF HUNTERSVILLE	01907402	12/16/2025	Certified	Within 250 ft of petitioned property (SO 6.320.3(b,c,d,e))
MAYORS CORNER HOMEOWNERS ASSOCIATION INC	N/A	12/16/2025	Certified	Neigborhood association, property woner assocation, and homeowner assocation within 2000 feet of any portion of subdivision (SO 6.320.3(f))
MONTEITH PLACE HOMEOWNERS ASSOCIATION	N/A	12/16/2025	Certified	Neigborhood association, property woner assocation, and homeowner assocation within 2000 feet of any portion of subdivision (SO 6.320.3(f))
RESIDENTIAL HOMEOWNERS ASSOCIATION FOR MAGNOLIA WALK MECKLENBURG INC	N/A	12/16/2025	Certified	Neigborhood association, property woner assocation, and homeowner assocation within 2000 feet of any portion of subdivision (SO 6.320.3(f))
VERMILLION COMMUNITY ASSOCIATION INC	N/A	12/16/2025	Certified	Neigborhood association, property woner assocation, and homeowner assocation within 2000 feet of any portion of subdivision (SO 6.320.3(f))

Exhibit B

NOTICE TO INTERESTED PARTIES OF A REZONING & SKETCH PLAN
PROJECT # CSP-500111

Subject:	Rezoning & Sketch Plan Project No. CSP-500111 for property located at 13501 Old Statesville Road in Huntersville
Applicant:	High Street District Development, Inc.
Current Land Use:	Vacant, Greenhouse and Accessory Storage
Existing Zoning:	HC(CD) (Highway Commercial District, Conditional) and NR (Neighborhood Residential)
Rezoning Requested:	NC(CD) (Neighborhood Center District, Conditional)
Date and Time of Meeting:	***Monday, January 5, 2026, at 6:00 p.m.***
Location of Meeting:	**Torrence Lytle Community Center** **508 Dellwood Drive** **Huntersville, NC 28078**
Meeting Registration:	***Please send an email to CommunityMeeting@mvalaw.com to register to attend and reference project # CSP-500111.***
Date of Notice:	12/22/2025

Moore & Van Allen is assisting High Street District Development, Inc. (the "Applicant") on a recently filed rezoning and sketch plan request for an approximately ±11.87-acre site located along Old Statesville Road (the "Site"), in Huntersville, North Carolina. The parcel ID numbers for the Site include: 01707207, 01707236, 01707237, 01707238, 01707239, and 01707240. The request is to rezone from HC(CD) and NR to NC(CD) to develop the Site with a mixed-use community.

The Applicant will hold a **Community Meeting** to discuss this rezoning proposal with nearby property owners and organizations. The Huntersville Planning and Zoning Department's records indicate that you are either a representative of a registered neighborhood organization or an owner of property near the Site.

Accordingly, we are extending an invitation to participate in the upcoming Community Meeting at the Torrence Lytle Community Center, 508 Dellwood Drive, Huntersville, North Carolina, 28078, to be held on Monday, January 5, 2026, at 6:00 p.m. To register to attend, please send an email to CommunityMeeting@mvalaw.com before Friday, January 2nd and reference project #CSP-500111.

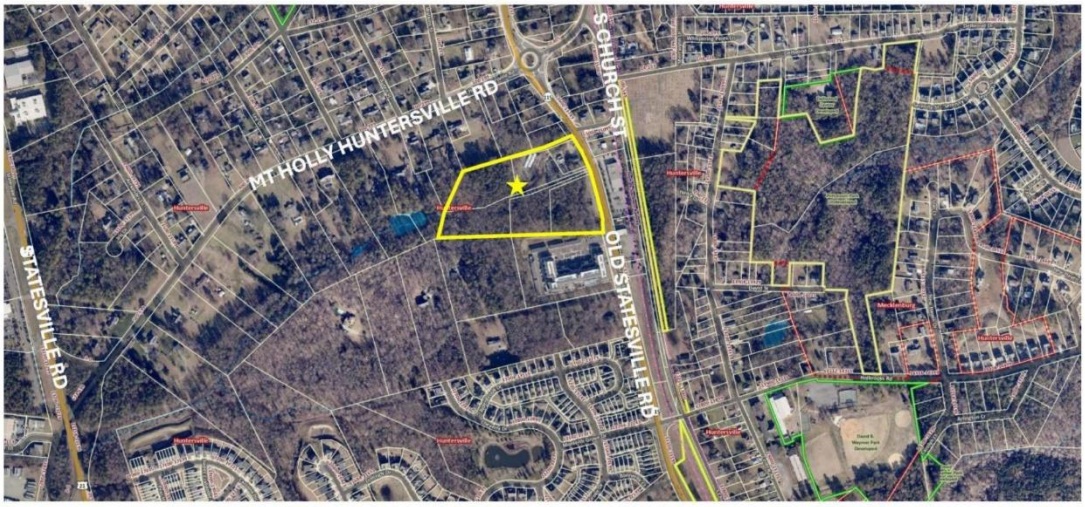
Representatives of the Applicant look forward to discussing this rezoning proposal at the Community Meeting. Thank you.

cc: Christy Clark, Mayor of Huntersville
Brian Richards, Huntersville Planning Director
Tom Burr, High Street District Development, Inc.
Bridget Grant and Lisa Thompson, Moore & Van Allen, PLLC

14415543v2

Exhibit B (Continued)

Site location:



14415543v2

EXHIBIT C

Community Meeting Attendance Log

Project Name:	Old Statesville Road Mixed-Use
Location of Meeting:	Torrence Lytle Community Center (Dellwood)
Date:	5-Jan-26
Time:	6:00 p.m.

Pursuant to Huntersville Subdivision Ordinance 6.320.3 a report including a roster of persons in attendance at the community meeting shall be submitted to the Planning Department and incorporated into the application for this project.

For the record of attendance, please list your first and last name:

1	Ken & Tracy Forster	26	
2	Jake & Joanne Laudert	27	
3	Don Dancy	28	
4	Bob McAuley	29	
5	Matthew & Amy Cheek	30	
6		31	
7		32	
8		33	
9		34	
10		35	
11		36	
12		37	
13		38	
14		39	
15		40	
16		41	
17		42	
18		43	
19		44	
20		45	
21		46	
22		47	
23		48	
24		49	
25		50	

HIGH STREET DISTRICT DEVELOPMENT,
A Subsidiary of Trammell Crow Company

OLD STATESVILLE ROAD MIXED-USE

Community Meeting

January 5, 2026
6:00 p.m.

Moore&VanAllen

BY RIGHT VS CONDITIONAL

By-Right Development

When a development proposal strictly **conforms to the zoning codes** and, thus, qualifies for construction without requiring discretionary approval.

Administrative-Type Decision: *Approval is based on Ordinance compliance only*

Conditional Zoning

When a development needs flexibility in zoning requirements owners can seek **conditional zoning.**

Discretionary Decision: *Voted on based on Ordinance compliance, Council goals, adopted policies, community engagement, land use plan consistency*

WHY CONDITIONALLY REZONE?

A developer is asking for something that isn't permitted by-right and thus commits to conditions to **off-set any potential impacts** of the request.

Conditional zoning is a tool that allows the developer to impose conditions on the site that **exceed ordinance requirements** to allow for other technical flexibility.

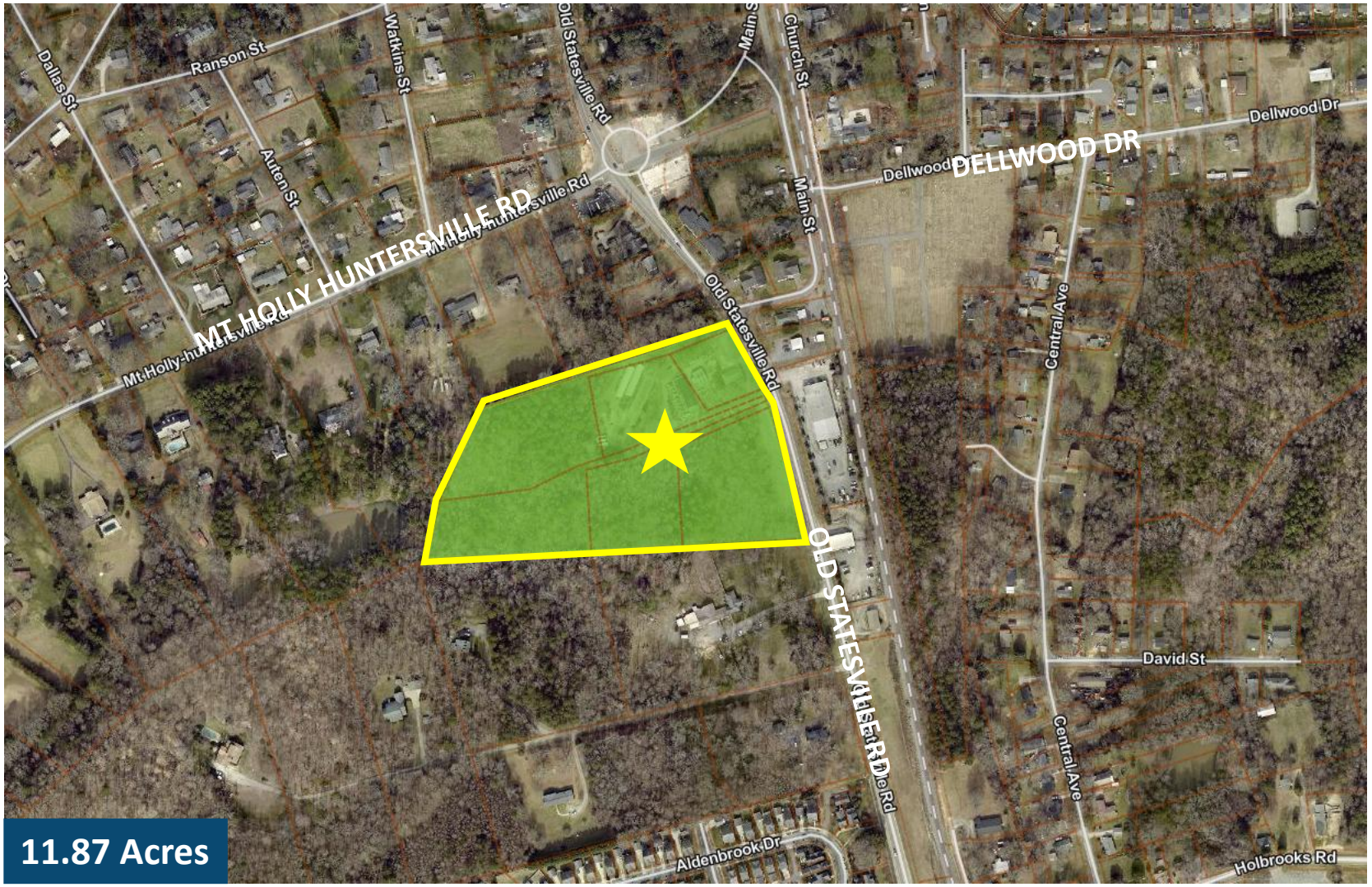
Conditional zoning is a tool to **"raise the bar"** with higher architectural, environmental, and site design standards.

AERIAL SITE CONTEXT



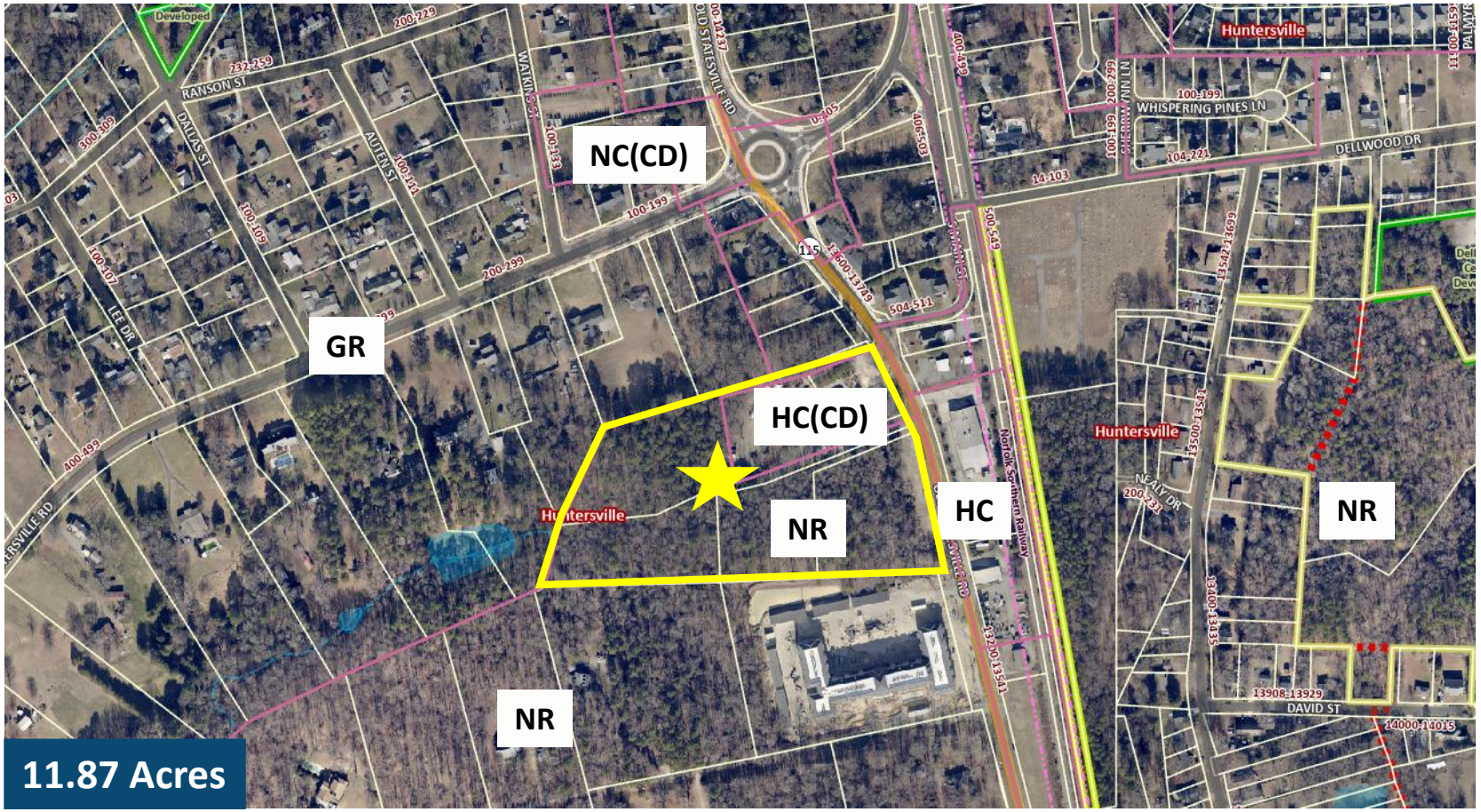
Site located along Old Statesville Road (NC-115) south of Gilead Road and east of I-77 and Statesville Road. Site falls within I-77/NC-115 Corridor.

SITE LOCATION



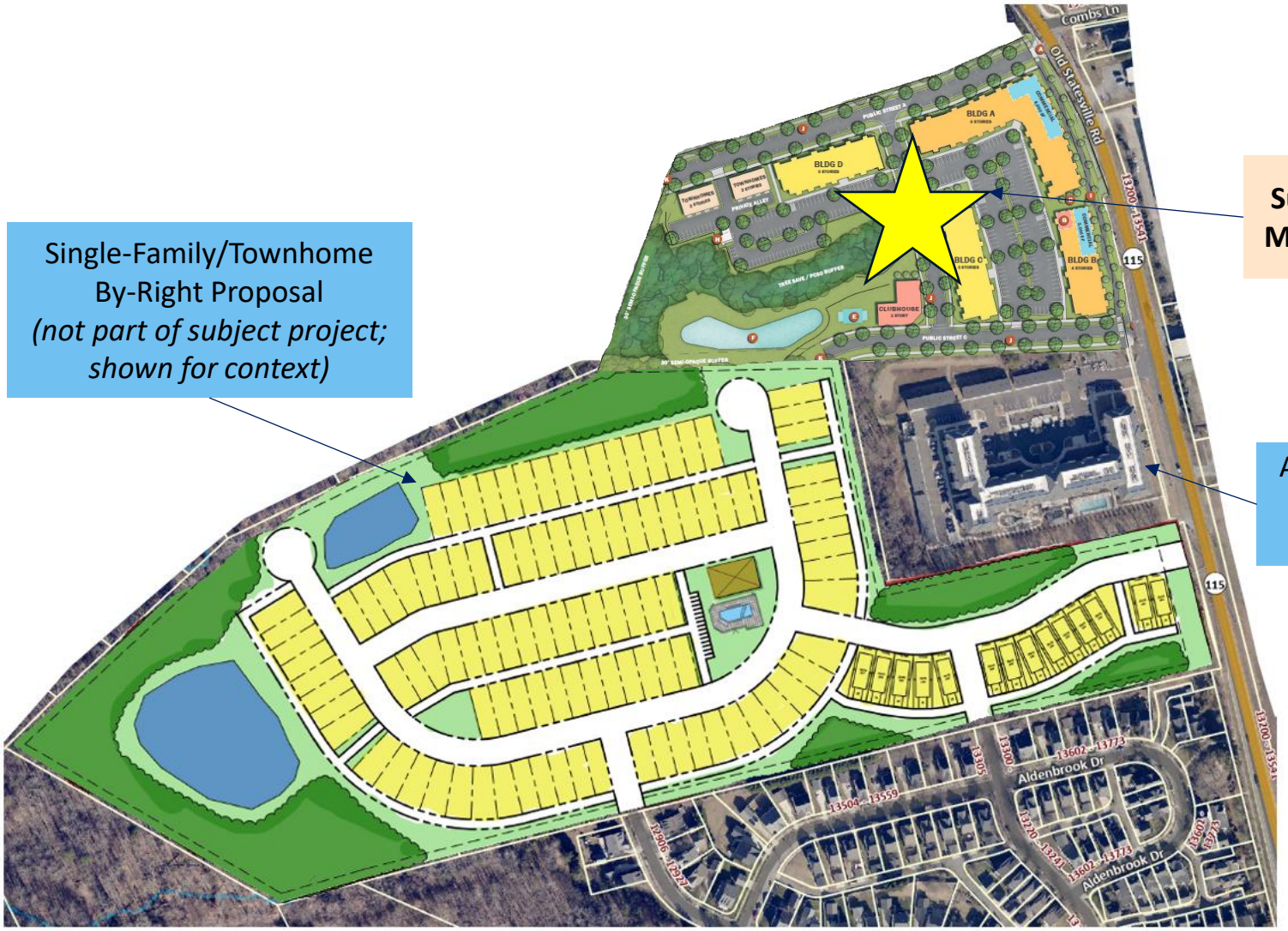
Site consists of 6 parcels on the west side of Old Statesville Road (NC-115).

EXISTING AND PROPOSED ZONING



- Existing zoning is HC(CD) – (Highway Commercial District, Conditional) and NR – Neighborhood Residential District.
- Proposed zoning is NC(CD) (Neighborhood Center, Conditional) to construct a mixed-use development.

SITE CONTEXT

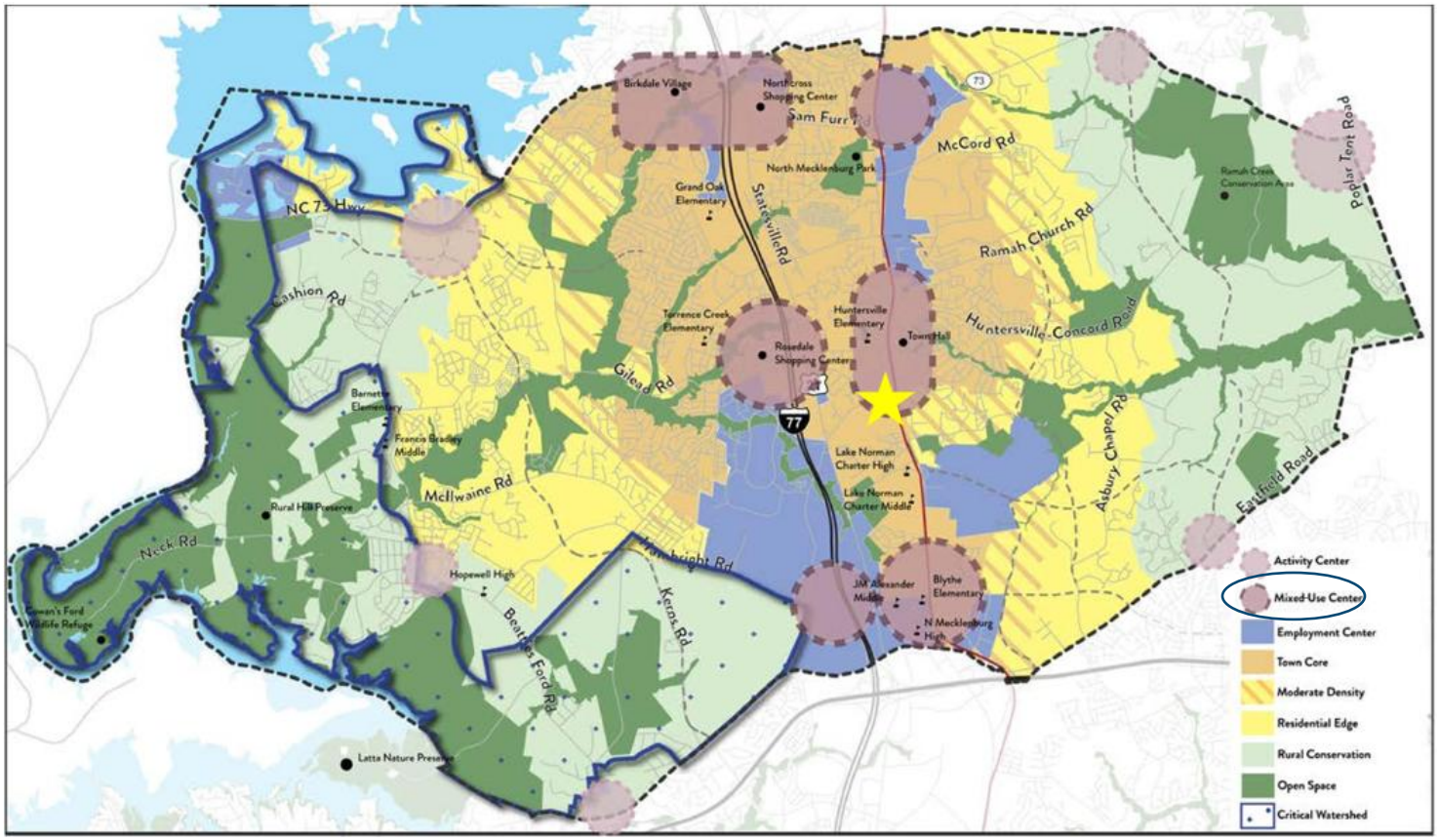


Single-Family/Townhome By-Right Proposal *(not part of subject project; shown for context)*

Subject Proposed Mixed-Use Project

Arden Huntersville 55+/Seniors Completed 2024

HUNTERSVILLE 2040 FUTURE LAND USE PLAN



Select 2040 Policy Recommendations:

LU-1 Policy LU-1: Encourage a development pattern that follows the Future Land Use Map.

LU-2 Policy LU-2: Encourage residential development that follows the pattern outlined in the future land use map.

LU-5 Policy LU-5: Focus more intense development in locations that can support growth.

LU-8 Policy LU-8: Emphasize form and flexibility in Mixed-Use Centers, Employment Centers, the Town Core, and Activity Centers.

DT-11 Policy DT-11: Promote Residential Development in Downtown Huntersville.

EOS-10 Policy EOS-10: Improve bicycle and pedestrian facilities throughout Town.

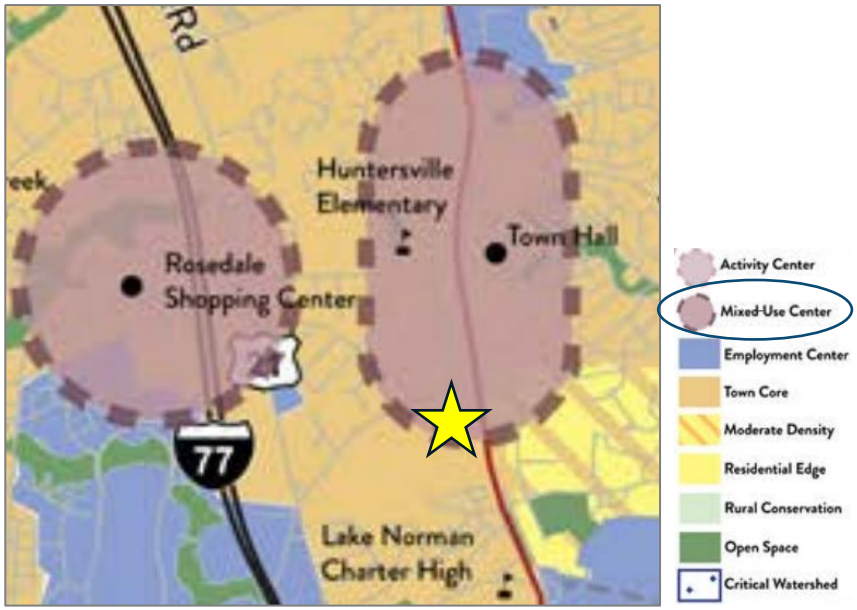
T-1 Policy T-1: Link land-use with transportation using the mobility framework

T-3 Policy T-3: Improve connectivity throughout the study area.

SUMMARY GOALS:

- Encourages density between I-77 and HWY-115
- Allows for urban housing options throughout
- Vertical mixed-use along HWY-115
- Multimodal infrastructure improvements
- Activated corridors with transparency
- Housing located near employment and services
- Environmental stewardship

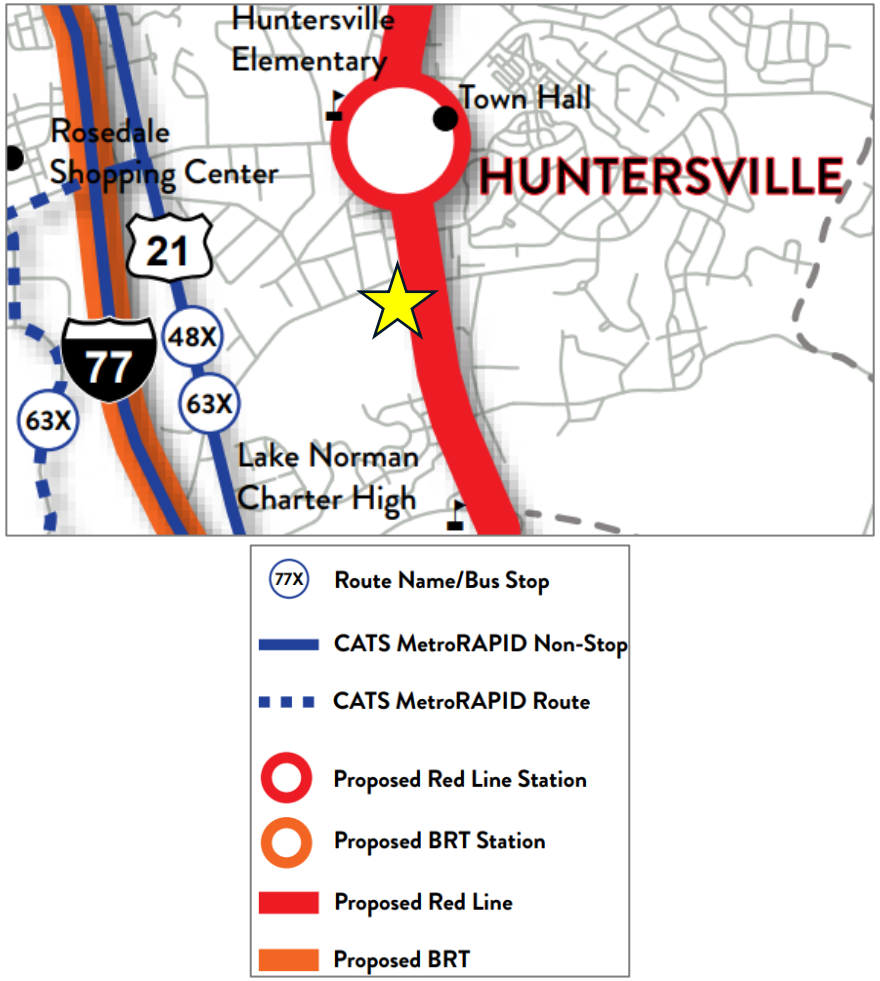
MIXED-USE CENTER CORRIDOR & PROXIMITY TO PUBLIC TRANSIT



Mixed-Use Centers

Mixed-Use Centers contain vertical mixed-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.). Downtown has specific requirements for streetscape and development intensity, including a maximum first floor footprint.

2040 PLAN TRANSPORTATION NETWORK



PROPOSED SITE PLAN

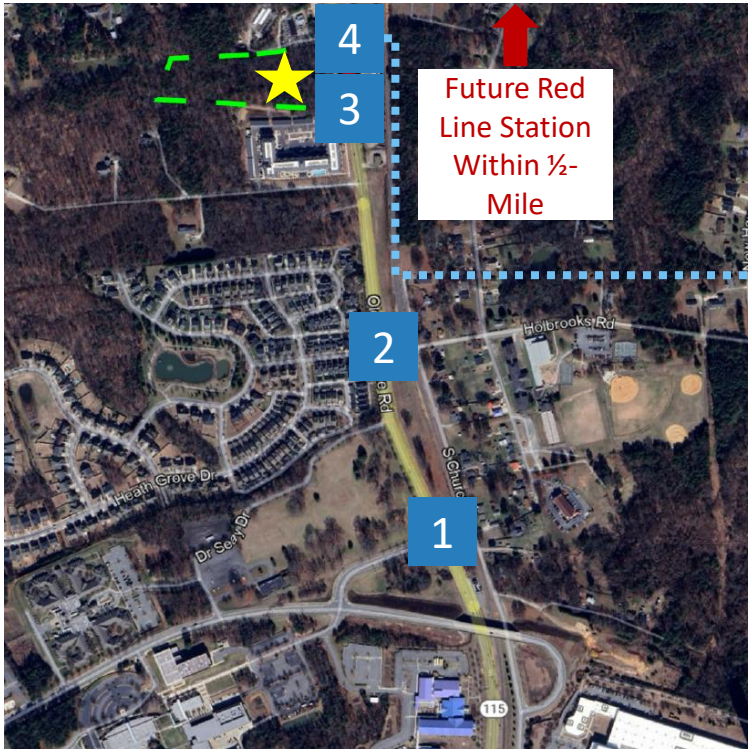


KEY PROJECT BENEFITS TO HUNTERSVILLE

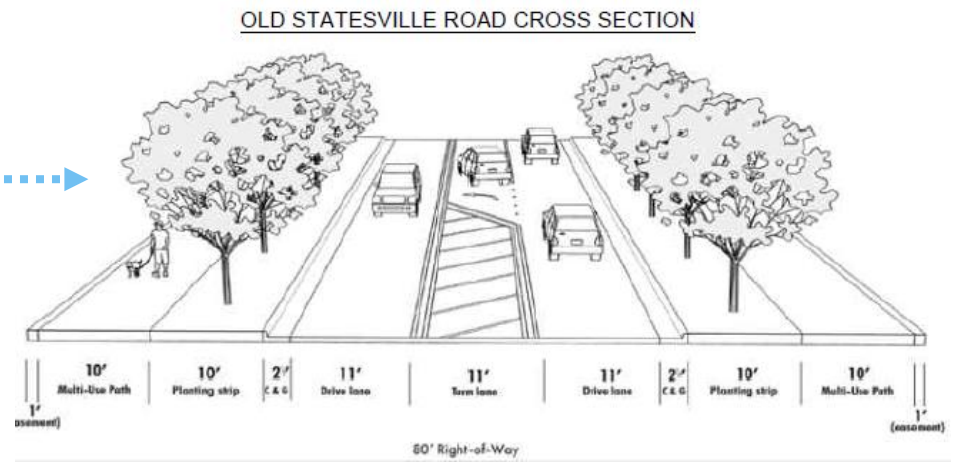
- Affordable Housing
- Multi-Modal Connectivity Enhancements are Infrastructure Wins
- Significant Job Creation: 225+ Construction Jobs + Long-Term Small Business Growth
- Major Increase to Annual Commercial Tax Base: $5k Today vs. $125k at Buildout
- Proximity to Public Transportation: Future Red Line Station within ½-Mile
- 2040 Land Use Plan Alignment in Focused Growth I-77/Highway-115 Corridor
- High-Quality Mixed-Use Development
- Thoughtful & Varied Residential Options to Activate & Support Downtown
- Flexible Commercial Spaces to Serve Wide Array of Small Businesses



TRAFFIC ANALYSIS AND IMPROVEMENTS



Traffic Analysis – Study Intersections per NCDOT & Town of Huntersville Coordination	
1	NC-115 & Verhoeff Drive Ramp
2	NC-115 & Holbrooks Road
3	NC-115 & Southern Site Access
4	NC-115 & Northern Site Access



Summary Outcomes & Draft Recommended Improvements:

- All study intersections expected to increase <3% and/or under adopted % targeted by Town of Huntersville.
- Construct two site entry points (northern and southern) off NC-115 as currently designed.
- Construct northbound left turn lane on NC-115 approaching northern access with 75' of storage. Improvement to be considered in NC-115 widening/enhancements.

PRECEDENT IMAGES









PRECEDENT IMAGES











CONCEPT ELEVATION – MIXED-USE BUILDING



DRAFT.
CONCEPTUAL ELEVATIONS ARE PRELIMINARY AND ILLUSTRATIVE IN NATURE AND SUBJECT TO CHANGE.



CONCEPT RENDERING – MIXED-USE BUILDING



CONCEPT RENDERING – MIXED-USE BUILDING



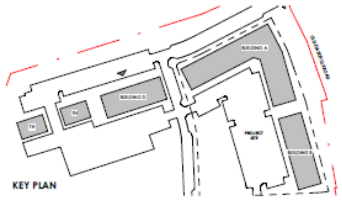
CONCEPT ELEVATIONS – MULTIFAMILY & TOWNHOME BUILDINGS



DRAFT.
CONCEPTUAL ELEVATIONS ARE PRELIMINARY AND



DRAFT.
CONCEPTUAL ELEVATIONS ARE PRELIMINARY AND ILLUSTRATIVE IN NATURE AND SUBJECT TO CHANGE.



OPEN SPACE PRECEDENT IMAGERY











TENTATIVE REZONING SCHEDULE

- **COMMUNITY MEETING:** January 5, 2026
- **CALL FOR PUBLIC HEARING:** January 6, 2026
- **TOWN PUBLIC HEARING:** February 3, 2026
- **PLANNING BOARD MEETING:** February 24, 2026
- **TOWN BOARD DECISION:** March 17, 2026

QUESTIONS & THANK YOU!

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Brad Priest, Assistant Planning Director

Subject: 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:

Defer the decision of the application until April 21, 2026.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. R25-16 Knox Crossing Deferral Letter 3.5.26
2. R25-16 Knox Crossing - FA - 3 17 26
3. Knox Crossing Conceptual Site Plan Set
4. 2022.003 QL-21 - Color Plan
5. ENG_Public Hearing Memo_2026 0123
6. Seam Trail Advisory Committee - Recommendation__Knox Crossing_v3 signed
7. GTBC Recommendation - Seam Trail
8. The Seam Trail - Consultant Site Plan Comments
9. Knox Crossing Commercial Building Elevations
10. Knox Crossing Concept Master and Amenities Plan
11. Knox Crossing Multifamily Elevations
12. Knox Crossing Townhome Elevations
13. R25-16 Community Meeting Report Package

14. Knox Crossing Rezoning Application

IRVIN
LAW
GROUP

office: 19726 ZION AVENUE, CORNELIUS, NC 28031
mailing: P.O. BOX 2376, DAVIDSON, NC 28036
p: 704.896.0820 f: 704.896.0875

March 5, 2026

Via Email

The Honorable Mayor and
Board of Commissioners of the Town of Huntersville
Brian Richards, Planning Director
Huntersville Town Hall
14704 N Old Statesville Rd
Huntersville, North Carolina 28078

RE: Rezoning Petition R*25-16 Knox Crossing* ("Application"); WLA Enterprises, Inc. ("Applicant")

Dear Mayor, Commissioners and Brian:

The purpose of this letter is to respectfully request that action on the above referenced Application be deferred to the April 21, 2026 Town Board meeting. Applicant requests this deferral in order to address additional comments.

We appreciate your consideration of this request.

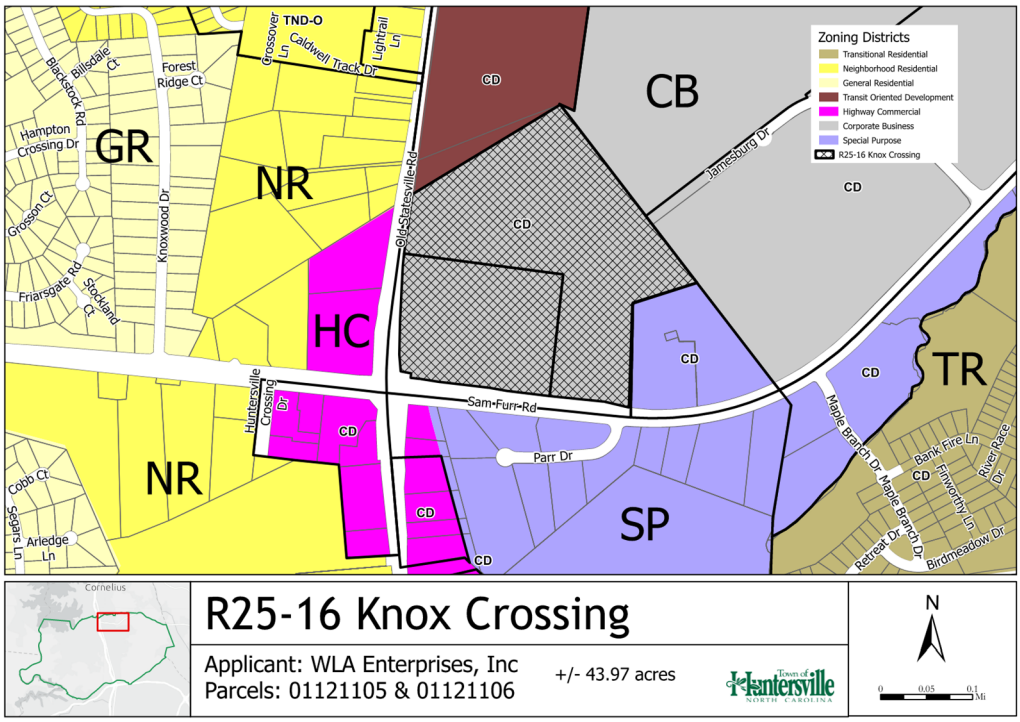
Very truly yours,

Susan Irvin

cc: Kevin Rogers, WLA Enterprises, Inc.
Brad Priest, Assistant Planning Director

Petition R25-16
Knox Crossing

PART 1: PROJECT SUMMARY



Applicant: WLA Enterprises, Inc.

Property Owner: Same

Property Address: 16900 Old Statesville Road

Project Size: (+/-) 43.97

Parcel Numbers: 01121105, 01121106

Current Zoning: Corporate Business Conditional District (CB-CD) for Manufacturing and Industrial uses

Current Land Use: Vacant Land

Proposed Zoning: Transit Oriented Development Residential Conditional District (TOD-R-CD) and Highway Commercial Conditional District (HC-CD)

Proposed Land Use: Multi-family and commercial development.

1. UPDATE 3/9/26: The applicant has submitted a request for the Town Board final decision to be deferred until the April 21st, 2026 Town Board meeting. Staff recommends approval of the deferral.
2. UPDATE 2/16/26: General updates related to the issues identified in staff's first review of the original plan are highlighted below. If no updates are noted, the item remains unresolved.
3. Purpose: 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-R-CD) for commercial and multi-family development.
4. Adjoining Zoning and Land Uses

   North: *Transit Oriented Development (TOD) zoning,* Station South Mixed Use Development; *Traditional Neighborhood Development* – (*TND*) zoning, Caldwell Crossing Mixed Use Development; both approved but not yet constructed developments. Existing vacant land.
   South: *Special Purpose (SP) zoning, Par Drive* Office/Industrial Business Park, Vacant Land
   East: *Corporate Business Conditional District (CB-CD) zoning;* Jamestown Drive Business Park, warehousing, industrial.
   West: *Neighborhood Residential (NR), General Residential (GR), and Highway Commercial (HC) zoning,* Single Family Residential developments.

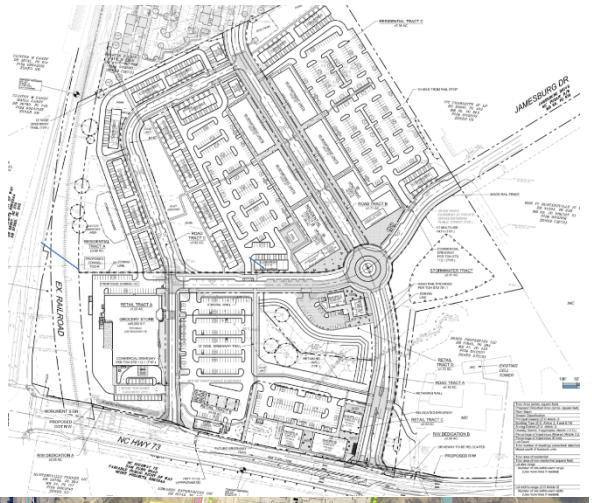
5. The property in question is currently zoned Corporate Business Conditional District (CB-CD). On August 1, 1995, the Huntersville Town Board approved a conditional rezoning plan allowing a sugar refining and processing center and any uses permitted in the "I-1" zoning district from the 1991 Huntersville Zoning Ordinance. No specific development plan was included in the rezoning plan, only design guidelines, setbacks, buffer descriptions, and access locations for the development.
6. The proposed location of the commuter rail transit stop is located immediately to the north of this proposed development (R24-15: Station South Rezoning). The applicants are seeking the rezoning to continue the mixed use and transit-oriented design of development.
7. A neighborhood meeting was held on Monday January 5, 2026. The invitation list, invitation, attendance list, and summary of the meeting are included in the agenda packet for review.
8. Planning staff certifies that notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad was placed in the Charlotte Observer; and posting of a rezoning sign along Sam Furr Road in front of the property.

PART 2: REZONING/SITE PLAN

Site Plan Description

- The proposed development is located immediately south of a planned commuter rail station. The station is situated adjacent to the railroad along Old Statesville Road within the recently approved Station South rezoning development. Refer to the context map on this page below. The commuter rail is at the red star. The subject development is outlined in orange.
- Article 3.2.13 of the Huntersville Zoning Ordinance states that developable property located within one-half (½) mile of a transit station qualifies for Transit-Oriented Development Residential (TOD-R). The subject property is located within this one-half mile radius of the proposed commuter rail station.
- The applicant proposes to rezone the site into two zoning districts: Transit-Oriented Development Residential (TOD-R) for the residential components of the project and Highway Commercial (HC) for the commercial components. The HC district and associated commercial development are primarily located in the southern portion of the site, while the residential development is concentrated toward the northern portion of the site, closer to the proposed rail station.
- A planned thoroughfare, Seagle Street/Church Street Extension, traverses the subject property. The proposed development includes the construction and future connection of the Church Street Extension to development to the north, when that extension is constructed.
- UPDATE 2/16/26: Total development units would include up to 486 apartments and townhomes, and up to 82,000 sqft of commercial development. The commercial

Proposed Site Plan





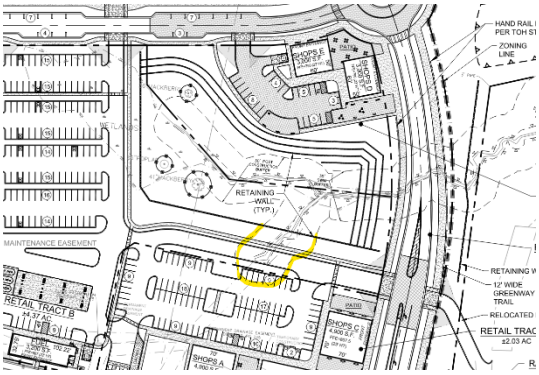
development would be anchored by a 45,000 sqft grocery store near the corner of Sam Furr Road and Old Statesville Road.

- The applicants are proposing to condition the development to reserve 7.5% of the total residential units for affordable housing; for 15 years at 100% of the Area Median Income. 7.5% would be up to 37 units.

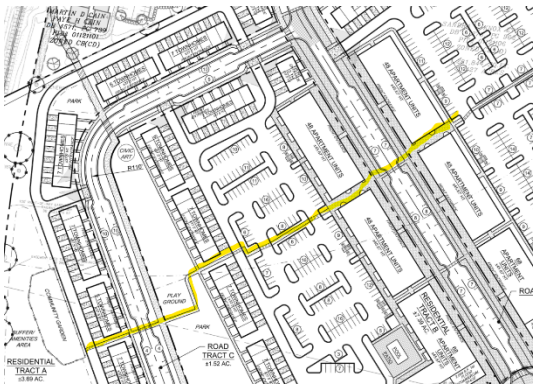
Rezoning Issues

Modifications of the Ordinance Requested:

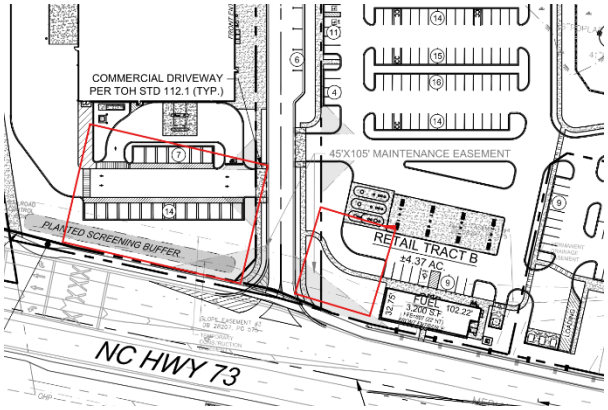
- *SWIM Buffers*: Article 8.25 requires that stream buffers remain undisturbed. The applicants propose filling portions of the buffer to accommodate the development. Please see the highlighted area below. However, it should be noted that the buffer on the plans is likely larger and further expansive than shown as the buffer is measured (30 feet) from the top of bank of the stream, not the center of it.
  - STAFF COMMENT: Staff supports the mitigation of the stream, as the length of intermittent stream needed is small. A mitigation plan per Article 8.25 is needed.



- *Block Length:* Article 3.2.13.f.2 of the Zoning Ordinance requires that block lengths not exceed 500 feet in length. The applicants are asking for a modification to allow an 800-foot block length.
  - STAFF COMMENT: The TOD ordinance allows pedestrian pathways to be counted toward the required "block break". While the applicant proposes standard concrete sidewalks that connect to the street sidewalk network, staff does not find that these sidewalks meet the intent of the ordinance. A pedestrian pathway, as contemplated by the ordinance, is intended to function as a wider, more intentional, and enhanced open space that provides an active pedestrian connection through the development, particularly in the east–west direction in this case. Such pathways should emphasize pedestrian comfort, visibility, and placemaking rather than serve solely as utilitarian circulation. Accordingly, staff recommends that additional design enhancements be incorporated into the proposed pathways to better align with the intent of the ordinance.
  - UPDATE 2/16/26: The plan has been revised to increase the width of the sidewalk between the apartment buildings by five feet and changed the material to brick pavers (see graphic here). However, no additional pedestrian-oriented design or amenitization elements are shown or committed to. Additionally, once the path enters the parking lot area, it becomes an indirect 5-foot sidewalk connection through the remainder of the development. Staff recommends further pedestrian-oriented design enhancements and a more direct route that intentionally connects buildings and open spaces throughout the development.



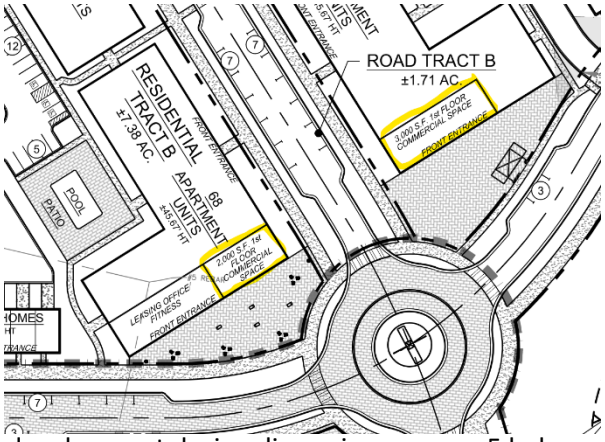
- *Side yard Parking / Build to Line / Drive-throughs in the Front Yard Intersecting a Street*: Article 4 of the Zoning ordinance requires buildings to be placed up at the corner of street intersections, with parking and drive-throughs located behind the building line. The grocery store and the gas station would therefore be moved closer to the intersection of NC HWY 73 and the street in front of the grocery store. The red boxes represent generally where the buildings would go. The applicants are seeking a modification to allow the site locations as shown.



  - STAFF COMMENT: Staff is open to discussing the layout proposed. NC HWY 73 is being designed as a "super street" highway, therefore pedestrian orientation may be better served interior to the site. Staff continues to work with the applicant to understand what buffer is proposed in front of the grocery store on HWY 73 and what architecture is proposed for the gas station. See architectural elevations comment below on page 7.
- *Double Row of Street Trees along Thoroughfares*: Article 7.7.2 c of the Zoning Ordinance requires a second row of street trees behind the sidewalk along thoroughfares. The applicants are seeing a modification of this requirement in front of the apartment buildings.
  - STAFF COMMENT: Staff supports this modification due to the close building setback making it difficult to add an additional tree. Staff would prefer the closer building setback to encourage site design and walkability.
- *Townhome Height*: Article 4.12 of the Zoning Ordinance has a max height of 30 feet for townhomes. The applicants are requesting townhomes that are up to 37.5 feet in height.
  - STAFF COMMENT: Staff supports this request as the architecture of the townhomes, as the additional height remains at 3 stories, but adds the option of additional terraces and "half story" bonus living space. The townhomes proposed will be lower in height than the apartments which are proposed to be 46.7 feet in height. A modification is needed for this height and a note should be added to the plan requesting it.
- *Townhomes in TOD*: Article 3.2.13 does not list townhomes as approved building types in the zoning district. The applicants are proposing townhomes in the TOD-R district.
  - STAFF COMMENT: This omission was an oversight during the omnibus text amendment that changed attached homes to different building types. They were intended to be included, so staff supports this modification and will follow up with a text amendment to the ordinance to address it soon.
- *Tree Save Mitigation*: Article 7.4 of the Zoning Ordinance only allows 50% of required tree save to be mitigated (recent text amendment). Of the 115 specimen trees identified on their tree survey, the applicants proposed to save 14, which is 12% of the requirement.
  - STAFF COMMENT: From the plan submitted, 35 trees are required to be saved per ordinance. Therefore only 18 may be mitigated. This means 18 are also required to be saved. In addition, of the 14 proposed to be saved by the applicant, many are being disturbed into their dripline, therefore they should not be counted as saved. Staff recommends the following:
    - The plan be updated to accurately depict trees that can be saved per ordinance requirements.
    - Proposed mitigation be shown. Is payment to the tree fund bank proposed? Planting on site?
    - An agreeable modification could be significant plantings in the proposed parks, and amenity areas that do not include active programing through the site.

- UPDATE 2/16/26: Updated tree save information is shown, but most of the trees proposed to be saved are still proposed to be disturbed. No mitigation/planting area is shown on the rezoning plan.

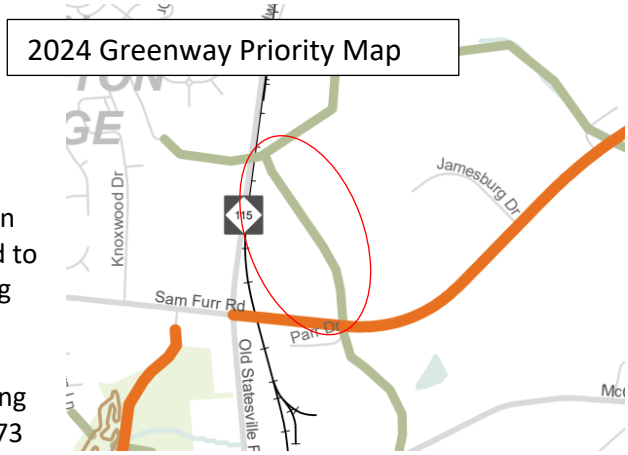
- *Minimum Commercial for Mixed Use Buildings*: Article 4.4 of the Zoning Ordinance requires Mixed Use/Shopfront Buildings have a minimum of 60% of the floor area of the building be commercial use. The applicant proposes 2 mixed use buildings at the corner of the roundabout. The western building includes 10% commercial (leasing office does not count as commercial), and the eastern building includes 15% commercial.
  - STAFF COMMENT: Conceptually, staff recommends more commercial be located interior to the site to create a more walkable and pedestrian oriented development. This would bring activity to the site and create a better transition from the pure residential development to the north, and the highway-oriented development along HWY 73. Staff would be amenable to this modification if other commercial uses were added elsewhere along the interior street network. Please see development design discussion on page 5 below.



  - UPDATE 2/16/26: An updated plan was submitted; however, the required modification request was not included. Additionally, the townhome building immediately west of the roundabout has been revised to a live/work building. This represents a design improvement, and staff supports the inclusion of live/work units at this location. Staff recommends that all mixed-use buildings meet, at a minimum, the storefront building architectural standards outlined in Article 4 of the ordinance and that conceptual elevations be provided for review.

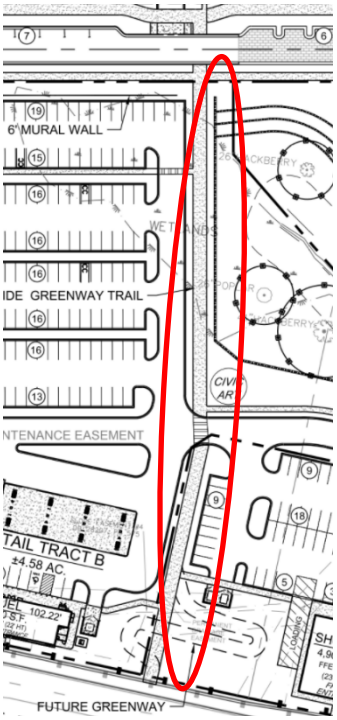
Site Plan and Design Issues for Consideration

- Huntersville Greenway Plan: The Huntersville 2024 Existing Greenways, Future Projects, and Priority Map identifies the Mooresville-to-Charlotte (Seam) Trail as traversing the subject property (see attached graphic). The originally envisioned alignment followed the rail line along HWY 115. However, when the Huntersville Bike Plan was completed in 2020 it was shifted to the thoroughfare alignment shown (circled in red), not knowing whether or not the rail would move forward and if a HWY 73 crossing could be made with the rail crossing. Today, it is understood by staff that the rail is moving forward but a crossing with the rail is not feasible. Additionally, because NC Highway 73 is now planned to be designed as a superstreet, a greenway and crossing at this intersection is not recommended. In response, the Town has initiated further evaluation of alternative alignments for this corridor through the Charlotte-to-Mooresville Trail Alignment Study, which is currently underway.





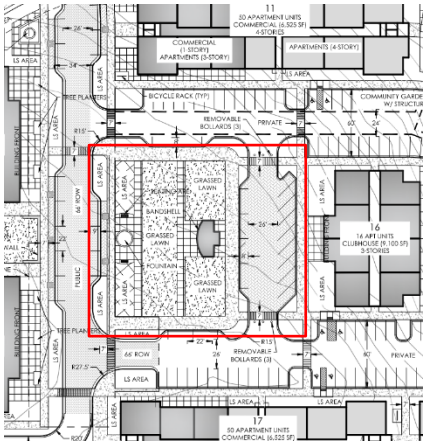
- Preliminary design recommendations for the greenway crossing and alignment through the subject parcel have recently been developed as part of the study. Given the superstreet design of NC Highway 73, the associated roadway and site grades, and overall safety considerations, the Seam Trail Advisory Group and Planning Staff recommend a tunnel crossing beneath Highway 73. The proposed alignment would route the greenway through the development and connect to the trail segment planned to the north.
- Please see the attached conceptual alignment prepared by the Town's trail alignment study consultants. While the concept has been developed with consideration of the currently proposed site plan, some modifications and amendments to the plan will be necessary to accommodate the recommended greenway alignment. Staff recommends the plan be updated to accommodate the greenway as shown in the concept.
- UPDATE 2/16/26: Please find attached in the agenda packet the recommendations from the Seam Trail Advisory Committee of the Charlotte Regional Transportation Planning Organization (CRTPO) and the Huntersville Greenway, Trails, and Bikeway Committee (HGTBC). Both bodies recommend that the development design the greenway as a focal point and create a "linear park" through the site. Based on staff's review of the updated plan, the proposed design does not appear to meet these recommendations (see graphic here). Staff has the following concerns:
  - Tunnel integration and grading: It is unclear whether the grading of the development incorporates the proposed tunnel beneath HWY 73. A multi-use path is shown at roadway grade with "future" switchbacks/inclines for the greenway, suggesting the development's grades may need to be modified by a future public project once the tunnel is constructed.
  - Insufficient linear park width: Staff previously worked with the applicant to remove on-street parking along the grocery store frontage to allow additional space for the linear park within the parking area. Although the on-street parking has been removed, the greenway area between the parking lot and the stream retaining wall remains largely unchanged. While approximately 50 feet is recommended for the linear park, the plan appears to provide only about 25 feet.
  - Lack of a continuous focal greenway: The proposed alignment routes the pathway around site constraints rather than along a continuous central corridor, reducing its visibility, prominence, and direct routing as recommended.



- Highway Commercial Design: The application proposes two different zoning districts in the development; Transit Oriented Development Residential (TOD-R) and Highway Commercial (HC).
  - Staff is generally supportive of this approach, as a portion of the development is located closer to the proposed commuter rail station, while the southern portion is adjacent to NC Highway 73 and the rail corridor, which is anticipated to include a future grade-separated rail crossing over Highway 73.

- However, the transition in form and intensity between the two areas is abrupt. From north to south, the site plan shifts from multi-story residential development to a more suburban commercial pattern characterized by large surface parking lots and automobile-oriented uses, including drive-throughs. Staff recommends a more intentional blending of commercial and residential development in the central portion of the site. This would help extend walkable activity and intensity toward the interior of the development rather than concentrating it solely along Highway 73, which has less walkable opportunity. Such an approach would reinforce TOD principles through the entire site by creating a cohesive pedestrian-oriented environment from the rail station (serving multiple developments) all the way down to Highway 73.
- To further advance the intent described above, staff believes the most appropriate location for a grocery store would be in the northeast portion of the development, closer to the proposed rail station and adjacent to higher concentrations of residential development. This placement would better support transit-oriented development principles and enhance walkability. *Staff recognizes, however, that tenant requirements and market conditions may limit the feasibility of relocating the grocery store*. Accordingly, while the currently proposed location is acceptable, staff recommends incorporating additional commercial or mixed-use frontage along the internal public street separating the HC and TOD-R zoning districts.
- A local example illustrating this principle is the Harris Teeter development at the corner of Griffin Street and Jetton Street in Davidson, where the grocery store is framed by apartments and multi-story mixed-use buildings, creating a highly walkable and urban setting.

- Sewer Extension and Off-Site Improvements: The application currently shows sewer connection through the adjacent property to the east. No letter of approval or acknowledgement of the adjacent property owner has been received. Staff recommends prior to rezoning approval and entitlement of the property that critical infrastructure be in place first for the development. Therefore, a letter from the affected property owners is recommended to be provided stating that negotiations are underway and progressing.
- Urban Open Space: Staff recommends that additional design refinement and programming be considered for the proposed urban open space network. Transit-oriented and mixed-use developments are most successful when they incorporate prominent, centralized urban plazas that function as active recreational and gathering spaces for both residents and visitors (see the plaza associated with the approved Station South TOD development located to the north, referenced on this page).



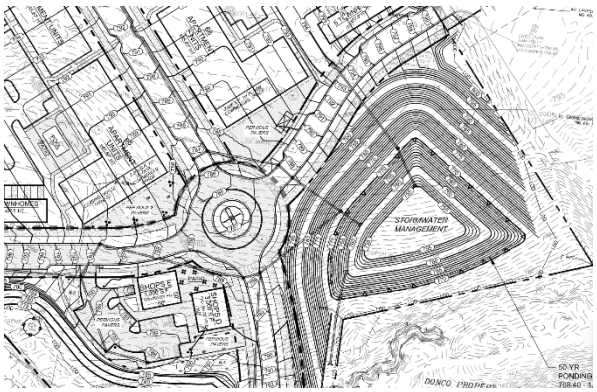
  - In contrast, the proposed development primarily features smaller, more fragmented open spaces distributed throughout the site. While these spaces contribute to the overall open space framework, staff recommends the incorporation of more intentional amenitization and programming to ensure they function as active, attractive destinations.
  - For example: Plaza areas at the roundabout could be enhanced with permanent planters or barriers defining the roundabout edges, along with fountains, architectural features, creative seating, and integrated public art. The recommended greenway alignment through the development could include wider landscaped natural areas, with intermittent seating and gathering nodes to encourage use and enhance the pedestrian experience.
  - UPDATE 2/16/26: The applicants have added a 6 foot tall mural wall north of the grocery store parking lot. Such a wall could be an effective screen wall for the parking lot, an opportunity for public artwork, and a terminated vista for the greenway heading south through the development. This is recommended as an improvement to the park/greenway design.
- Automotive Dependent Uses: As noted above, the applicant proposes to divide the development into two zoning districts, including a Highway Commercial (HC) district. While the overall site is well positioned to

function as a Transit-Oriented Development (TOD)—which typically emphasizes walkability and limits automobile-dependent uses—staff finds the inclusion of an HC district acceptable in this context.

  - However, staff recommends limiting the extent of automobile-dependent uses within the HC portion of the development. The proposed plan includes a grocery store with a drive-through and a gas station. Staff understands that these uses reflect firm tenant requirements and is amenable to their inclusion (with excellent design and architecture, see below). That said, staff recommends that no additional automobile-dependent uses be permitted, nor that the proposed automotive uses be expanded beyond what is currently shown. This limitation is recommended to support a more walkable development pattern and to better integrate the HC area into the TOD.

- Phasing Plan: The applicants have not submitted a phasing plan showing what portion of the development and what infrastructure will be built when. Generally, staff recommends that some commercial development be built with the first phase, and not just apartments only to truly keep the mixed-use nature of the development. Staff recommends a phasing plan or series of notes be submitted outlining general timelines of the proposed development and infrastructure.
  - UPDATE 2/16/26: The phasing note on Sheet CN has been revised to state: *"the building shell for the commercial spaces in the mixed-use buildings and the live/work building will be constructed with the residential phases of the project*." Staff does not recommend this note sufficiently ensures a mixed-use development. While the commercial shell space of mixed-use buildings technically automatically accompanies mixed-use building construction, it does not ensure that the commercial spaces will be completed or occupied in a manner that supports a mixed-use environment. Staff recommends establishing a proportional phasing commitment requiring a defined percentage of the planned stand-alone commercial floor area to be constructed concurrently with residential development. For example, a specified amount of commercial space could be required to be completed prior to issuance of certificates of occupancy for 50 percent of the residential units, or a similar benchmark.
- Apartment Elevations: The proposed apartment elevations are not clearly tied to the specific buildings depicted on the site plan. Additionally, based on the conceptual materials submitted, it is not possible to determine whether the proposed elevations comply with the Huntersville Zoning Ordinance requirements related to building articulation and pedestrian-oriented entrances. Staff recommends that specific architectural concepts be provided for each building type, clearly associated with their respective locations on the site plan. These concepts should illustrate building massing, articulation depth, façade variation, and the location and treatment of primary pedestrian entrances to demonstrate compliance with ordinance standards.
  - UPDATE 2/16/26: The applicant has removed the previously submitted elevations and indicated that updated elevations will be presented at the next Board meeting. Accordingly, staff's prior architectural comments remain unresolved. Because the revised elevations will not be submitted in advance for review, staff will be unable to provide an updated architectural recommendation at that meeting.
- Gas Station Elevation: The applicants have submitted architectural elevations for the proposed gas station. As noted above, staff recommends limiting automobile-dependent uses within the development; however, staff is amenable to the inclusion of the gas station provided that it exhibits a high-quality, distinctive architectural design.
  - To avoid a standard highway or suburban shopping center aesthetic, staff recommends that the submitted elevations be revised to incorporate enhanced architectural elements, including increased building height, greater window transparency along the primary frontage, stronger architectural articulation, and a greater quantity of exterior materials. These design enhancements would help ensure the building contributes positively to the overall character of the development and aligns more closely with the intended TOD-oriented environment.

- Roundabout Intersection: The proposed application demonstrates strong urban design north of the roundabout, with taller mixed-use buildings and the potential for highly amenitized plaza spaces adjacent to them. However, the areas south and east of the roundabout consist primarily of one-story commercial buildings and a stormwater detention pond with a depth of approximately 35 feet (see the graphic attached) .This configuration does not effectively support the type of urban design typically encouraged at prominent intersections, where buildings are intended to frame the public realm and create a strong sense of place.



    - To better enclose and activate the intersection, staff recommends that the commercial buildings located south of the roundabout be designed as two-story structures, or that their heights be increased to approximately 28 feet to emulate a two-story form. In addition, staff recommends evaluating opportunities to develop the southeast corner of the intersection and to consider placing stormwater facilities underground or otherwise internalizing them to allow for active building frontage at this key location.
- Amendment Note: The application includes a note allowing a third party to purchase a portion of the development and pursue redevelopment or rezoning without obtaining approval from the owners of the remaining portions of the site, provided those other portions are not modified or rendered noncompliant with the ordinance.
    - Staff recommends this note be amended to limit its scope. Significant changes to one portion of a large, coordinated development can have indirect impacts on adjacent portions, even if those areas are not physically altered. Such impacts may include changes to open space configuration, circulation patterns, access points, or internal street connections. Accordingly, staff recommends that any substantial rezoning amendment to the approved plan *that reduces open space or eliminates vehicle and pedestrian connections* require acknowledgment and approval from the remaining property owners.
- Minor Site Plan Comments: Several minor site plan comments remain unresolved. Staff recommends these comments be addressed on the updated rezoning submittals.

PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

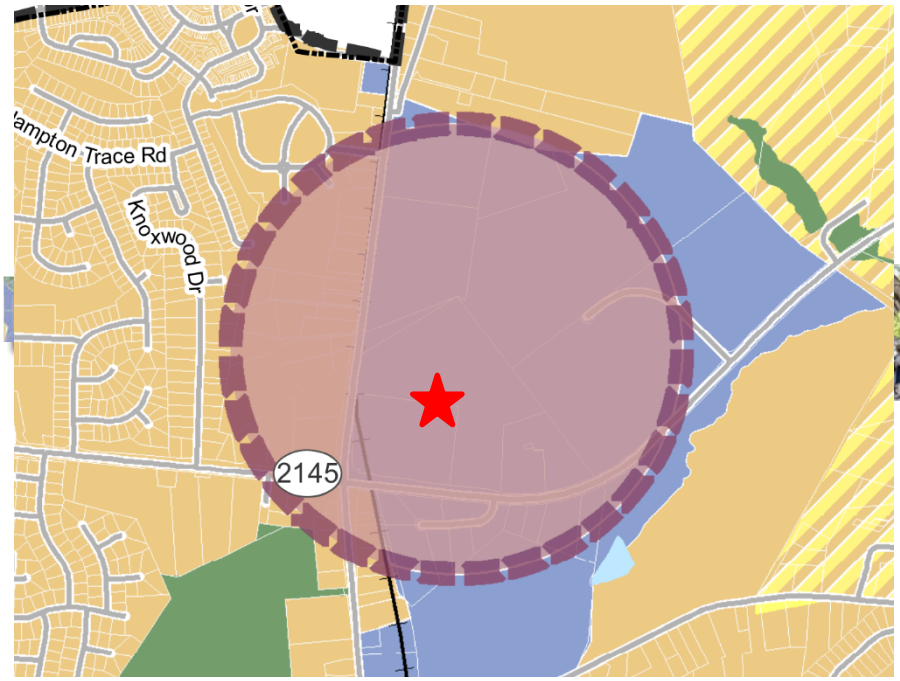
- Based on the uses and intensities proposed, the development is over the Town's threshold to require a TIA. The North Carolina Department of Transportation (NCDOT) is requiring a TIA for this development. As NCDOT is requiring a TIA, review of the TIA has been deferred to them and is still in progress.
- Please find the Engineering Memo for the proposed development attached in the agenda packet.
- Since the TIA has been deferred to NCDOT, and the results of it are unknown at this time, staff recommends that a note be added to the plan stating that any mitigation proposed by the TIA or NCDOT be committed to by the applicant.

PART 4: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that "in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant

adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents".

2040 Huntersville Community Plan – "Employment Center / Activity Center"





STAFF COMMENT – The 2040 Huntersville Community Plan **DOES** SUPPORT this project through the following sections:

- **Policy LU 1.1**: Utilize the Future Land Use Map during development approval process to ensure compatibility with long range plans.
    - STAFF COMMENT: The properties involved in the rezoning plan include the Employment Center and Activity Center Character Areas.
        - Rezoning the property away from manufacturing uses (CB), to retail and apartments (TOD and HC) would make the property less compatible with the Employment Center Character Area, but would meet the intent of the Activity Center Character Area. Staff recommends the mixed-use development would match the intent of activity center "node" very well; especially so near to a transit stop.
        - The Activity Center Character Area recommends a cap of 40,000 sqft for commercial at key intersections. However, at this specific location between a major thoroughfare intersection, and the rail transit node, staff recommends additional commercial uses are appropriate. Having a grocery store within walking distance to the rail stop and adjacent residential would be highly recommended for a walkable development.

- **Policy LU-2.1**: Encourage Higher Density Development within Two Miles of I-77
    - STAFF COMMENT: The proposed development is within 2 miles of I-77 and is located along the NC-115 corridor as recommended by the policy.
- **Policy LU-5**: Focus More Intense Development in Locations that Can Support Growth.
    - STAFF COMMENT: The proposed development is located at the intersection of 2 major thoroughfares, and within a ¼ mile from the proposed commuter rail station stop.
    - A Traffic Impact Analysis (TIA) is currently being conducted by NCDOT. Staff recommends a condition be added to the plan that all mitigation recommended by the TIA and NCDOT be committed to by the applicant.
- **Policy LU-10**: Encourage a Diversity of Housing Options:
    - STAFF COMMENT: The proposed development includes both apartment units and townhomes. A condition on the plan has also been submitted committing 5% of the units being affordable to those who earn 100% of the Area Median Income (AMI) for 15 years. Staff recommends however, further information concerning where these units will be spread out, and whether any townhome for sale units will be included.
- **Policy T-1.2:** Prioritize Connecting Mixed Use Centers to Activity Centers with Transit.
    - STAFF COMMENT: Introducing higher-intensity residential development near the proposed rail stop will bolster the success of the Transit-Oriented Development (TOD) and increase the likelihood of connecting the downtown to the subject activity center.

STAFF COMMENT – The 2040 Huntersville Community Plan **DOES NOT** SUPPORT this project through the following sections:

- **Policy LU-7.1**: Urban Design Principles Box:
    - On page 64 of the Huntersville 2040 Plan it states "The Town of Huntersville uses a form based approach to mixed use and non-residential development that discourages large scale commercial strips and disconnected uses. Commercial design was very important to survey respondents and policies in the plan include specific strategies to maintain and improve quality".
    - STAFF COMMENT: As noted on pages 5-6, staff recommends considering the intent of the zoning ordinance regarding the design and architecture of the proposed commercial development. While the application requests HC zoning, it is important to note that Birkdale Village is also zoned HC. This highlights that the specific design and detailing have a significant impact on the overall character and function of the development, particularly at this prominent location near the proposed commuter rail stop. Accordingly, staff recommends that the plan be amended with greater attention to the following design elements:
        - Pedestrian Pathways through the development
        - Urban Open Space – Centralized Open Space and/or Greenway Trail accommodation.
        - Excellent Architectural Elevations for Commercial Uses
        - Automotive Use Restriction
        - Further mixed-use development central to the development
- **Policy LU-8.2**: Excellence in Design.
    - STAFF COMMENT: This policy encourages flexibility in development requirements when exceptional design is proposed that exceeds the minimum standards of the ordinance. As described above, several modifications to ordinance requirements are being proposed as described on pages 3-4. To comply with this policy, the applicant proposes to commit 5 percent of the residential units to affordable housing for a period of 15 years at 100 percent of AMI. Affordable housing is a stated goal of the Town of Huntersville, and staff appreciates this commitment.
    - UPDATE 2/16/18: The applicants have updated their note to include 7.5% or 31 attainable units. However, other notes on the plan list a potential of 486 units, which would be up to 37 attainable units. It's unclear what number the applicant is proposing at this time.
    - Although the affordable housing is commendable, staff does not recommend that the commitment is commensurate with the degree of deviation to the Town's ordinance standards and the modifications

proposed. To assist with this policy, the following examples of high-quality design, that would be well-suited to a Transit-Oriented Development (TOD) include, but are not limited to, the following:

- Fully mixed-use development buildings meeting ordinance minimums at the roundabout.
- A commercial building facing north, toward the park near the grocery parking area, terminating the vista of the greenway going south.
- Reduction of surface parking throughout the development, with greater incorporation of structured parking, rooftop parking, first-floor integrated parking, or underground parking to allow additional opportunities for development or open space (Langtree at Mooresville as an example).
- Public art accommodation.
- Two-story commercial buildings to enhance the pedestrian scale and intensity of the development.
- Preservation and integration of natural areas and green space, including accommodation of the greenway through the site as illustrated above.
- A financial contribution by the applicant toward construction of the greenway tunnel beneath Highway 73.
- Commitment to additional units as affordable housing, including some for-sale units, and/or for a 30 year term.

- **Policy EOS-4**: In Urban Environments, Encourage Tree Canopy Preservation.
  - STAFF COMMENT: The applicant is proposing to remove and mitigate more than 50% of their required tree save area. It is understood that higher density development makes it more difficult to save trees. However from the current plan, it is unclear if any large specimen trees are being preserved per ordinance requirements.
  - Staff recommends an updated tree preservation plan and mitigation plan be submitted for review.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: "in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**
   STAFF COMMENT:
   - The proposed property is immediately adjacent and to the south of the Station South Mixed Use Development that is also zoned TOD-R. North of the Station South development another TND development that is also mixed use. There is HC and SP zoning to the south of HWY 73. Staff recommends that the nature of the rezoning would be consistent with the overall character of existing development in the immediate vicinity of the subject property.
2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.**
   STAFF COMMENT:
   - A Transportation Impact Analysis (TIA) is required for this development but has been deferred to NCDOT review.
   - Staff recommends that, in order to move forward, the applicant add a condition to the plan committing to implement all mitigation measures recommended in the forthcoming Traffic Impact Analysis (TIA) and by NCDOT.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource."**
   STAFF COMMENT:

- Staff has no reason to believe the proposed reclassification would adversely affect any known archeological, environmental, historical, or cultural resource.

PART 5: STAFF RECOMMENDATION

UPDATE 3/9/26: The applicant has requested that Town Board final action consideration be deferred until April 21st, 2026 in order to address outstanding staff comments. Staff recommends approval of the deferral.

Staff strongly supports the intensification of this property and the extension of Transit-Oriented Development (TOD) south toward Sam Furr Road. Such an expansion would help complete an urban neighborhood surrounding the proposed rail station and strengthen connections both north and south of the rail station. However, as outlined above, staff has identified concerns related to the proposed uses, site layout, and building design as they relate to established TOD principles. Staff has engaged in multiple discussions with the applicant regarding design modifications and potential improvements, as detailed throughout this report. The applicant has indicated that, while staff's recommendations have merit, the specific needs of prospective tenants and prevailing market conditions limit the feasibility of more substantial design changes.

While staff acknowledges these constraints and the challenges they present, the current plan represents a significant departure from the Town of Huntersville's adopted design principles and the intent of Transit-Oriented Development (TOD). Rather than advancing a strong mixed-use development pattern that promotes walkability and pedestrian activity, the overall site design reflects a more automobile-oriented development pattern, which staff finds less appropriate for this location. Therefore, staff recommends denial of the application as currently proposed.

PART 6: PUBLIC HEARING COMMENTS

The public hearing was held on February 3, 2026. The stream of the meeting and the public comments provided can be found here: https://www.youtube.com/watch?v=7TGUF8qhlPU&t=9092s

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board reviewed the application on February 24, 2026. While the Board generally found the overall layout acceptable, members expressed concern about the number of outstanding staff comments. Several members preferred that the application be revised and returned to the Planning Board prior to advancing. However, a majority recommended forwarding the application to the Town Board, contingent upon the applicant continuing to work with staff to address the remaining design-related items. The stream of the meeting and the comments provided by the public can be found here: https://www.youtube.com/watch?v=Y_D0sM90pkA

PART 8: TOWN BOARD CONSIDERATION

Town Board final action consideration is scheduled for March 17, 2026.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- Rezoning Application
- R25-16 Rezoning Plan
- Neighborhood Meeting Report
- Engineering Report

- Seam Trail Advisory Committee Recommendation
- GTBC Recommendation

PART 10: CONSISTENCY STATEMENT – R25-16 Knox Crossing

Planning Department	Planning Board	Board of Commissioners
APPROVAL: N/A	APPROVAL: In considering the proposed rezoning application R25-16, the Knox Crossing Mixed Use Development, the Planning Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**	APPROVAL: In considering the proposed rezoning application R25-16, the Knox Crossing Mixed Use Development, the Town Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**
DENIAL: In considering the proposed rezoning application R25-16, Knox Crossing Mixed Use Development, staff recommends denial of the application as it is inconsistent with policies LU-7.1, LU-8.2, and EOS-4 of the Huntersville 2040 Plan. It is not reasonable and in the public interest to approve the Rezoning Plan because the development proposed shows a substantial deviation to the requirements of the Huntersville Zoning Ordinance, to urban design principles, and does not sufficiently accommodate for the Seam Trail greenway through the development.	DENIAL: In considering the proposed rezoning application R25-16, The Knox Crossing Mixed Use Development, the Town Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**	DENIAL: In considering the proposed rezoning application R25-16 the Knox Crossing Mixed Use Development, the Town Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

REZONING PLANS FOR:

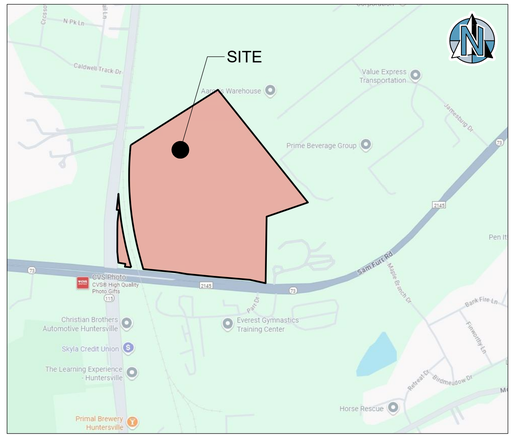
PROPOSED KNOX CROSSING

NORTHEAST INTERSECTION SAM FURR RD AND OLD STATESVILLE RD
PARCEL NO: 01121105 & 01121106
CURRENTLY ZONED: CB(CD)
PROPOSED ZONING: HC (CD) AND TOD-R (CD) R25-16

TOWN OF HUNTERSVILLE, NC
MECKLENBURG COUNTY
SITE AREA: 43.97 ACRES
FG PROJECT NO: 2022.003
HUNTERSVILLE PROJECT NO: R25-16
MIXED-USE DEVELOPMENT

SHEET INDEX

C-0	COVER
QL-19	CONCEPTUAL SITE PLAN (COLOR)
1 OF 2	TOPOGRAPHIC LAND SURVEY
V-1	CONCEPTUAL TREE SURVEY & DEMO PLAN
C-1	CONCEPTUAL SITE PLAN
L-1	PRELIMINARY LANDSCAPE PLAN
C-4	GRADING & DRAINAGE PLAN
C-4.1	EXISTING SLOPE ANALYSIS PLAN
C-4.2	PROPOSED SLOPE ANALYSIS PLAN
C-5	CONCEPTUAL UTILITIES PLAN
CN	GENERAL NOTES



VICINITY MAP
NOT TO SCALE

PROJECT DIRECTORY

PRESENT PROPERTY OWNERSHIP

PID# 01121105
MICHAEL GREY KELLY ETAL.
20825 LAGOONA DR.
CORNELIUS, NC 28031

PID# 01121106
SANDRA L KNOX ETAL.
19453 W CATAWBA AVE., SUITE B
CORNELIUS, NC 28031

APPLICANT/DEVELOPER
WLA ENTERPRISES, INC.
410 MILL STREET, BLDG 1, SUITE 200
MT. PLEASANT, SC 29464

CONTACT: MR. KEVIN ROGERS
KROGERS@WRSREALTY.COM

CIVIL ENGINEER
FORESITE GROUP ENGINEERING OF
NORTH CAROLINA, PLLC
3740 DAVINCI COURT, SUITE 100
PEACHTREE CORNERS, GA 30092
770.368.1399
CONTACT: MR. KELLY J. WAGONER
KWAGONER@FG-INC.NET

SURVEYOR
GPA PROFESSIONAL LAND SURVEYORS
605 PHILLIPS DAVIS DR., SUITE 3
CHARLOTTE, NC 28217
PHONE: 704-335-8600
CONTACT: CHRIS DELLA MEA
CDELLAMEA@GPALAND.COM

PREPARED BY:

FORESITE group
ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering
of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

ISSUED:
OCTOBER 17, 2017
2022.003

TRAFFIC IMPROVEMENTS AS PART OF THIS PROJECT INCLUDE THE FOLLOWING IMMEDIATE AND FULL BUILD OUT RECOMMENDATIONS:

IMMEDIATE (2027 BUILD CONDITIONS)
- WEST DRIVEWAY: CONSTRUCT ONE INGRESS AND ONE EGRESS LANE (RIGHT-IN/RIGHT-OUT ONLY)
- EAST DRIVEWAY: CONSTRUCT ONE EGRESS (RIGHT-OUT ONLY) AND ONE INGRESS LANE. CONSTRUCT AN EASTBOUND HWY 73 LEFT TURN LANE WITH 400 FEET OF STORAGE AND APPROPRIATE TAPER LENGTH
- CONVERT THE EXISTING FULL MOVEMENT INTERSECTION TO A LEFTOVER INTERSECTION ALLOWING RIGHT-IN, LEFT-IN, AND RIGHT-OUT MOVEMENTS.
- PROVIDE 100' RIGHT TURN STORAGE AND APPROPRIATE TAPER FOR EAST DRIVEWAY

AT FULL BUILD-OUT (ESTIMATED 2030)
- RESTRIPE EXISTING HATCHED OUT PAVEMENT TO PROVIDE AN ADDITIONAL WESTBOUND NC 73 TURN LANE WITH MAXIMUM ALLOWABLE STORAGE LENGTH AND APPROPRIATE TAPER
- SIGNALIZE THE EASTBOUND LEFT, WESTBOUND THROUGH AND RIGHT, AND SOUTHBOUND RIGHT APPROACHES INTO AND OUT OF THE EAST ACCESS
- CONSTRUCT A WESTBOUND NC 73 RIGHT TURN LANE WITH 100 FEET OF STORAGE AND APPROPRIATE TAPER LENGTH FOR THE EAST DRIVEWAY

ENGINEER:
FORESITE group
ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering
of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:
WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888
CONTACT: KEVIN ROGERS

PROJECT:
PROPOSED KNOX CROSSING
NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

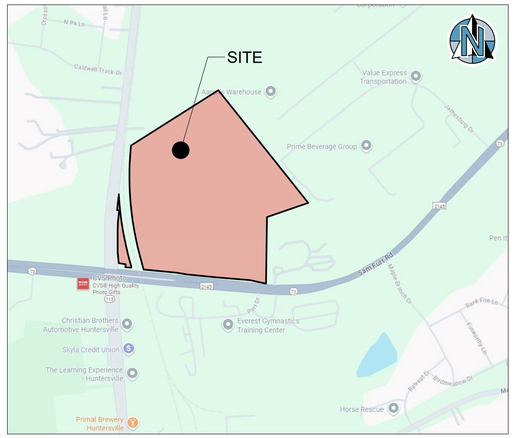
SEAL:
NORTH CAROLINA PROFESSIONAL SEAL 024855 ENGINEER JOSHUA W. COLE
10/31/25

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026
GENERAL REVISIONS	2/13/2026

PROJECT MANAGER:	KJW
DRAWING BY:	KJW
JURISDICTION:	HUNTERSVILLE, NC
DATE:	2025-10-17
TITLE:	COVER
SHEET NUMBER:	C-0
COMMENTS:	REZONING PLAN - NOT FOR CONSTRUCTION
JOB/FILE NUMBER:	2022.003

North Carolina 811 www.nc811.org

Plot Scale: 1:1
Plotted on: 2/13/2026 10:29:08 AM By: KELLY WAGONER
Y:\SHARE\PROJECTS\2022.WRS, INC\2022.003 HUNTERSVILLE, NC_CIVIL CSE\CAD\DOC-0 COVER.DWG



VICINITY MAP
NOT TO SCALE

ENGINEER:

FORESITE group

ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:

WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888

CONTACT: KEVIN ROGERS

PROJECT:

PROPOSED KNOX CROSSING

NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 024335 ENGINEER JOSHUA M. COLE 10/31/25

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026
GENERAL REVISIONS	2/13/2026

PROJECT MANAGER:	ADB
DRAWING BY:	SC
JURISDICTION:	HUNTERSVILLE, NC
DATE:	2025-12-23
TITLE:	

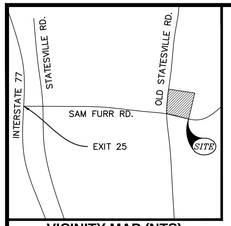
CONCEPTUAL COLOR RENDERING

SHEET NUMBER:

QL-19

COMMENTS: REZONING PLAN - NOT FOR CONSTRUCTION

JOB/FILE NUMBER: 2022.003



VICINITY MAP (NTS)

REFERENCES:

1. DB 26068 PG 622
2. DB 26068 PG 611
3. DB 13605 PG 912
4. DB 17405 PG 358
5. MB 26 PG 902
6. MB 24 PG 177
7. MB 47 PG 439
8. MB 69 PG 619
9. DB 27383 PG 245
10. DB 28207 PG 575

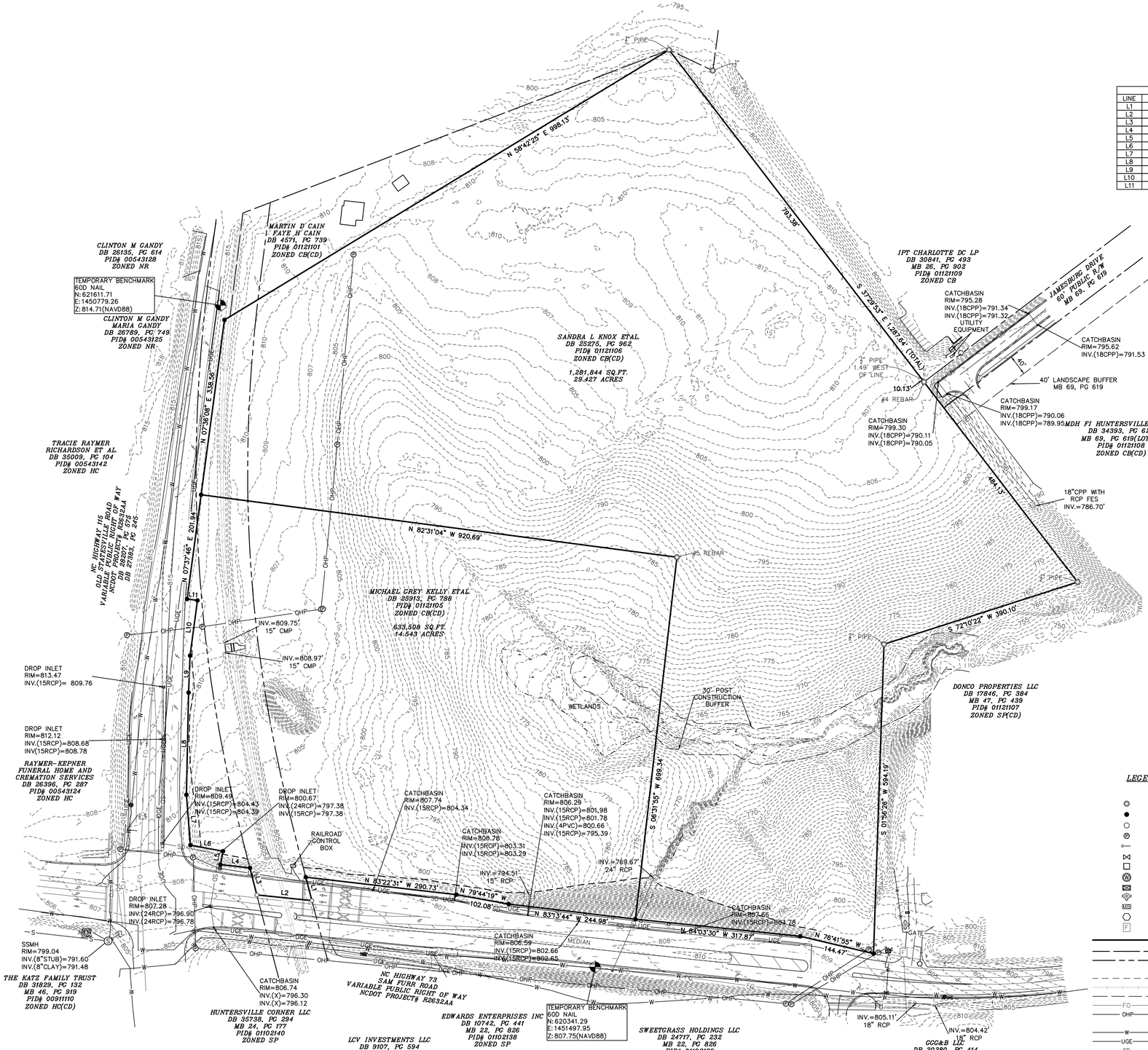
MECKLENBURG COUNTY
REGISTER OF DEEDS.

SURVEY NOTES:

1. NORTH ORIENTATION IS NAD 83(2011) AND VERTICAL DATUM IS NAVD'88 AND BASED ON NCGS MONUMENT "COULTER" VIA THE NC VRS NETWORK.
2. SUBJECT PARCEL IS ZONED: CB(CD).
3. AREA WAS DETERMINED BY THE COORDINATE METHOD.
4. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
5. IRONS AT ALL CORNERS UNLESS SHOWN OR LABELED OTHER WISE.
6. DESIGNATED AS BEING TAX PARCELS 01121106 & 01121105.
7. CONTOUR INTERVAL IS ONE FOOT.

FLOOD NOTE:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X AS SHOWN FROM FEMA FLOOD MAP NUMBER 3710465200K, PANEL 4652, REVISED NOVEMBER 16, 2018



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°37'44" E	46.50'
L2	N 84°08'00" W	106.18'
L3	N 14°27'01" W	53.53'
L4	N 83°31'00" W	56.92'
L5	N 11°07'24" E	26.20'
L6	N 79°37'31" W	63.63'
L7	N 04°31'03" W	97.07'
L8	N 01°12'29" E	196.25'
L9	N 02°17'03" E	71.02'
L10	N 07°37'17" E	107.00'
L11	N 82°22'14" W	19.96'

LEGEND

- IRON FOUND (AS DESCRIBED)
- IRON SET (5/8" REBAR)
- CALCULATED POINT
- POWER POLE
- GUY WIRE
- WATER VALVE
- WATER METER
- WATER MANHOLE
- WATER VAULT
- FIRE HYDRANT
- MAILBOX
- TELEPHONE PEDESTAL
- FIBER OPTIC BOX
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE (AS DESCRIBED)
- TRAIN TRACKS
- BUFFER LINE (AS DESCRIBED)
- FIBER OPTIC LINE
- OVERHEAD POWER LINE
- TREELINE
- WATERLINE
- UNDERGROUND ELECTRIC
- STORM DRAIN LINE
- UNDERGROUND GAS LINE
- GUARDRAIL
- WETLANDS

SURVEYOR CERTIFICATE:

I, CHRISTOPHER G. DELLA MEA, PLS CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEEDS AND PLATS REFERENCED ABOVE; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS BROKEN LINES; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600).

THIS __ DAY OF JULY, 2025.

PRELIMINARY

CHRISTOPHER G. DELLA MEA, PLS L-4157

NORTH CAROLINA PROFESSIONAL SEAL L-4157 LAND SURVEYOR CHRISTOPHER G. DELLA MEA

100' 0' 50' 100' 200'

1 INCH = 100 FEET

DATE	REVISION	BY

GPA PROFESSIONAL LAND SURVEYORS EST. 1987

GPA INC.
SERVING SOUTH CAROLINA AND NORTH CAROLINA

CHARLESTON SC CORP OFC
281 TREELAND DR. STE B
LADSON SC 29456
OFFICE (843) 285-2424

CHARLOTTE NC BRANCH
605 PHILLIP DAVIS DR. STE 3
CHARLOTTE NC 28217
OFFICE (704) 335-8600

"Integrity Without Boundaries"
www.gpaland.com

NAD83(2011) NC GRID

SCALE
1" = 100'

JOB NO.
250040

DATE
07/22/2025

DRAWN BY
GPA

CHECKED BY
CGD

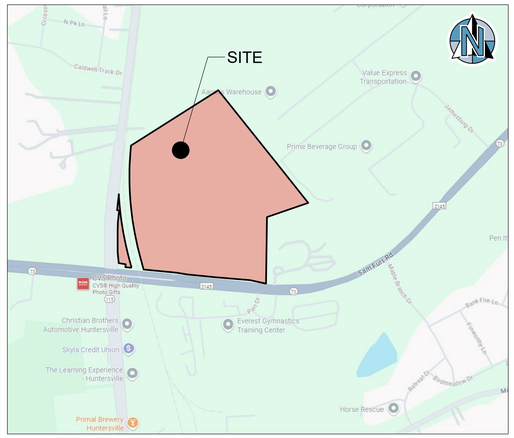
TOPOGRAPHIC LAND SURVEY

SHOWING PID# 01121106 & 01121105
OWNED BY
MICHAEL GREY KELLY, JUDITH K. CALDWELL & SANDRA L. KNOX
LOCATED IN THE CITY OF HUNTERSVILLE
MECKLENBURG COUNTY, NORTH CAROLINA

PREPARED FOR:
WISS, INC
4915 PARK STREET
BLDG. 1 SUITE 200
MT PLEASANT, SC 29464

NORTH CAROLINA CERTIFICATE OF AUTHORIZATION GPA, INC No. C-4472

SHEET 1 OF 2



VICINITY MAP
NOT TO SCALE

KEY PLAN, SYMBOL LEGEND, & DETAIL REFERENCE	
	UTILITIES TO BE REMOVED AND/OR RELOCATED.
X	EXISTING TREE TO BE REMOVED

TREE SAVE CALCULATIONS

EXISTING CANOPY REQUIRED TO BE SAVED:	0%
EXISTING SPECIMEN TREES REQUIRED TO BE SAVED:	30%
EXISTING SPECIMEN TREES ON SITE:	102 TREES
SPECIMEN TREE SAVE REQUIREMENT: (0.3X115= 34.5)	31 TREES (30%)
SPECIMEN TREES TO BE SAVED:	10 TREES (9.8%)

SPECIMEN TREES REMOVED					
COUNT	SIZE	SPECIES	COUNT	SIZE	SPECIES
1	25	WILLOW OAK	52	27	RED OAK
2	25	PINE	53	28	MAPLE
3	25	PINE	54	12	PERSIMMON
4	31	PINE	55	41	WILLOW OAK
5	25	PINE	56	15	CHERRY
6	30	RED OAK	57	24	SWEETGUM
7	30	DBL POPLAR	58	18	PERSIMMON
8	26	WHITE OAK	59	27	WHITE OAK
9	25	WHITE OAK	60	43	DBL RED OAK
10	25	WHITE OAK	61	29	POPLAR
11	32	WHITE OAK	62	24	WHITE OAK
12	24	WHITE OAK	63	25	RED OAK
13	29	DBL POPLAR	64	30	POPLAR
14	26	WHITE OAK	65	31	DBL PEAR
15	24	POPLAR	66	28	DBL RED OAK
16	25	WHITE OAK	67	32	RED OAK
17	29	WHITE OAK	68	16	ELM
18	28	WHITE OAK	69	24	CEDAR
19	37	POPLAR	70	26	BASSWOOD
20	26	POPLAR	71	37	PECAN
21	24	WHITE OAK	72	16	CHERRY
22	25	WHITE OAK	73	28	MAPLE
23	24	WHITE OAK	74	23	MAPLE
24	31	WHITE OAK	75	18	MAPLE
25	31	HICKORY	76	22	MAPLE
26	29	WHITE OAK	77	36	WATER OAK
27	30	DBL WHITE OAK	78	15	CHERRY
28	25	WHITE OAK	79	15	CHERRY
29	24	PIN OAK	80	14	CHERRY
30	24	POPLAR	81	16	CHERRY
31	24	WHITE OAK	82	14	CHERRY
32	38	DBL RED OAK	83	14	CHERRY
33	29	WHITE OAK	84	15	CHERRY
34	41	RED OAK	85	14	CHERRY
35	25	WHITE OAK	86	19	CHERRY
36	24	RED OAK	87	25	PINE
37	29	POPLAR	88	29	RED OAK
38	29	WHITE OAK	89	29	PINE
39	25	WHITE OAK	90	14	CHERRY
40	25	RED OAK	91	25	WHITE OAK
41	25	POPLAR	92	33	RED OAK
42	25	HICKORY			
43	30	WHITE OAK			
44	25	HICKORY			
45	24	WHITE OAK			
46	25	POPLAR			
47	33	POPLAR			
48	25	POPLAR			
49	30	POPLAR			
50	25	POPLAR			
51	25	BEECH			

NOTE: TREES LISTED ABOVE INCLUDE ONES WITH DRIPLINE DISTURBANCE BUT ARE TO REMAIN.

SPECIMEN TREES RETAINED		
COUNT	SIZE	SPECIES
1	12	CHERRY
2	25	PINE
3	25	PINE
4	26	PINE
5	14	CHERRY
6	29	PINE
7	15	CHERRY
8	25	HACKBERRY
9	26	POPLAR
10	41	HACKBERRY

CLINTON M CANDY
DB 26135, PG 614
PID# 00543128
ZONED NR

CLINTON M CANDY
MARIA CANDY
DB 26789, PG 749
PID# 00543125
ZONED NR

MARTIN D CAIN
FAYE H CAIN
DB 4571, PG 739
PID# 01121101
ZONED CB(CD)

SANDRA L KNOX ETAL
DB 25275, PG 962
PID# 01121106
ZONED CB(CD)
1,281,844 SQ.FT.
29.427 ACRES

IPT CHARLOTTE DC LP
DB 30841, PG 493
MB 26, PG 902
PID# 01121109
ZONED CB

JAMESBURG DRIVE
60' PUBLIC R/W
MB 69, PG 619

MDH FI HUNTERSVILLE JV LLC
DB 34393, PG 628
MB 69, PG 619(LOT 2)
PID# 01121108
ZONED CB(CD)

TRACIE RAYMER RICHARDSON ET AL
DB 35009, PG 104
PID# 00543142
ZONED HC

NC HIGHWAY 115
OLD STATESVILLE ROAD
VARIABLE PUBLIC RIGHT OF WAY
NCDOT PROJECT#: R2832AA
DB 29385, PG 975
DB 29385, PG 975

MICHAEL GREY KELLY ETAL
DB 25913, PG 788
PID# 01121105
ZONED CB(CD)
633,508 SQ.FT.
14.543 ACRES

RAYMER-KEPNER FUNERAL HOME AND CREMATION SERVICES
DB 26396, PG 287
PID# 00543124
ZONED HC

THE KATZ FAMILY TRUST
DB 31829, PG 132
MB 46, PG 919
PID# 00911110
ZONED HC(CD)

HUNTERSVILLE CORNER LLC
DB 35738, PG 294
MB 24, PG 177
PID# 01102140
ZONED SP

NC HIGHWAY 73
SAM FURR ROAD
VARIABLE PUBLIC RIGHT OF WAY
NCDOT PROJECT#: R2832AA

LCV INVESTMENTS LLC
DB 9107, PG 594
MB 26, PG 411
PID# 01102141
ZONED SP

EDWARDS ENTERPRISES INC
DB 10743, PG 441
MB 22, PG 826
PID# 01102138
ZONED SP

SWEETGRASS HOLDINGS LLC
DB 24717, PG 232
MB 22, PG 826
PID# 01102139
ZONED SP

CGC&B LLC
DB 30280, PG 417
MB 22, PG 826
PID# 01102134
ZONED SP

CGC&B LLC
DB 30280, PG 414
PID# 01102130
ZONED SP

DONCO PROPERTIES LLC
DB 17846, PG 384
MB 47, PG 439
PID# 01121107
ZONED SP(CD)

WETLANDS

MEDIAN

NAD83 NORTH CAROLINA STATE PLANES, US FOOT

1" = 100'
100' 50' 0 100' 200'
SCALE IN FEET

ENGINEER:
FORESITE group
ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:
WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888

CONTACT: KEVIN ROGERS

PROJECT:
PROPOSED KNOX CROSSING
NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

SEAL:
NORTH CAROLINA PROFESSIONAL SEAL 024855 10/31/25 ENGINEER JOSHUA.NN.COM

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026
GENERAL REVISIONS	2/13/2026

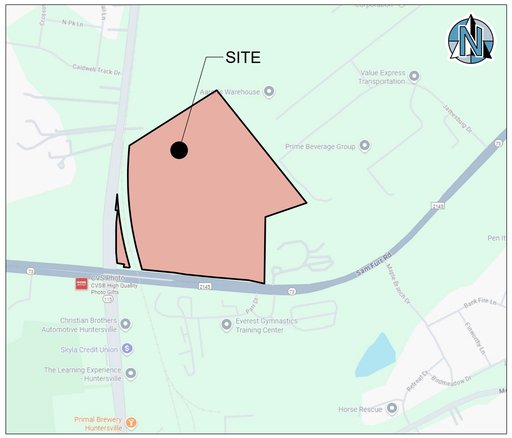
PROJECT MANAGER: ADB
DRAWING BY: SC
JURISDICTION: HUNTERSVILLE, NC
DATE: 2025-12-23
TITLE:

TREE SURVEY & DEMO PLAN

SHEET NUMBER:
V-1

COMMENTS: REZONING PLAN - NOT FOR CONSTRUCTION

JOB/FILE NUMBER: 2022.003



VICINITY MAP
NOT TO SCALE

PROJECT DATA

SITE DATA

RETAIL TRACT A	3.28 AC.
RETAIL TRACT B	4.58 AC.
RETAIL TRACT C	2.03 AC.
RETAIL TRACT D	1.72 AC.
(TOTAL RETAIL AREA= 11.61 AC. OR 505,732 S.F.)	
RESIDENTIAL TRACT A	3.69 AC.
RESIDENTIAL TRACT B	7.39 AC.
RESIDENTIAL TRACT C	7.36 AC.
(TOTAL RESIDENTIAL AREA= 18.44 AC. OR 803,246 S.F.)	
ROAD TRACT A	4.16 AC.
ROAD TRACT B	1.71 AC.
ROAD TRACT C	1.52 AC.
STORMWATER TRACT	3.31 AC.
EXCESS PROPERTY	0.72 AC.
R/W DEDICATION A	0.05 AC.
R/W DEDICATION B	0.09 AC.
TOTAL SITE AREA	41.61 AC. (1,812,618 S.F.)
PROPOSED DISTURBED AREA	39.92 AC. (1,738,915 S.F.)

PROPOSED HC ZONING DISTRICT

BUILDING DATA:	
GROCERY STORE	45,002 S.F.
FUEL STATION	3,200 S.F.
SHOPS A	4,900 S.F.
SHOPS B	8,400 S.F.
SHOPS C	4,900 S.F.
SHOPS D	3,000 S.F.
SHOPS E	3,000 S.F.
TOTAL BUILDING AREA	72,402 S.F.
BUILDING TYPE	HIGHWAY COMMERCIAL (GROCERY/FUEL) SHOPFRONT (SHOPS)
PARKING DATA:	
PARKING PROVIDED	338 SPACES
RATIO PROVIDED	4.67/1,000 S.F.

PROPOSED TOD-R ZONING DISTRICT

BUILDING DATA:	
APARTMENT BUILDINGS	6 BUILDINGS
APARTMENT UNITS	328
BUILDING TYPE	APARTMENT BUILDING
TOWNHOME BUILDINGS	17 BUILDINGS
TOWNHOME DWELLINGS	99
LIVE/WORK	6
BUILDING TYPE	TOWNHOME
TOTAL UNITS	433
DENSITY NET OF STREETS	23.5 UNITS/AC.
PARKING DATA:	
PARKING PROVIDED	730 SPACES
RATIO PROVIDED	1.68/UNIT

NOTES:
- EACH TOWNHOME DWELLING IS PROVIDED WITH A PRIVATE DRIVEWAY & SPACE FOR 1 VEHICLES TO BE PARKED.
- PARKING COUNT INCLUDES STREET PARKING FOR RESPECTIVE COMMERCIAL OR RESIDENTIAL USES

Total Area (acres, square feet)	41.61 ac. (1,812,618 s.f.)
Proposed Disturbed Area (acres, square feet)	39.92 ac. (1,738,915 s.f.)
River Basin	Yadkin Pee-Dee
Stream Classification	Class C
Principal Uses(s) *(Z.O Article 3)*	Retail & Residential
Building Type *(Z.O. Article 3, 4 and 8.10)*	Hwy Commercial, Apartment, and Attached House
Zoning District *(Z.O. Article 3)*	Existing: CB (CD), Proposed: HC & TOD-R (CD)
Overlay District, if applicable *(Article 3 Z.O.)*	Not Applicable
Percentage of Impervious Allowed *(Article 3 Z.O.)*	No Limitation
Percentage of Impervious Shown	1,087,418 s.f. (58.9%)
Lot Count	122 (each TH to have separate lot)
Total number of dwellings (detached/ attached)	427 units
Mixed-use/# of live/work units	6 Live/Work units
Total area of residential	18.44 ac. (803,246 s.f.)
Total area of non-residential (square feet)	11.61 ac. (505,732 s.f.)
Lot size range	
Number of lots within each range (Use more lines if needed)	1,230 s.f. - 1,400 s.f. | 105 lots
Lot widths range *(Z.O Article 3)*	
Number of lots within each width (Use more lines if needed)	20' | 105 lots
Setbacks and Build-to-lines *(Z.O Article 3, 4 &8.)*	
Front BTL range or Setback	HC= 0'-15' max. / TOD-R= 25' max.
Corner setbacks	HC= 0'-15' max. / TOD-R= 25' max.
Rear setbacks	20' min.
Right side setback	8' min.
Left side setback	8' min.
Watershed Information *(Z.O. Article 3 and S.O. Section 7.290)*	
Is the property in a regulated watershed district?	___Yes _X_No ___
Watershed District	Not Applicable
Low Density/High Density	High Density
Percentage of allowable impervious area	No Limitation
Percentage of impervious area shown on plans	1,087,418 s.f. (58.9%)
Amount of lot area set aside for future impervious by homeowner *FYI if you are proposing to develop a residential subdivision inside the MIL-O or LN-O Watershed Districts you shall reserve 1% of the lot area but not less than 150 sq/ft impervious area per lot to allow for addition of future impervious area by the homeowner/occupant.*	
List all modifications from the approved sketch plan and any conditions of the rezoning plan, if the property is subject a conditional rezoning plan.	See General Notes plan sheet.

ENGINEER:
FORESITE group
ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:
WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888
CONTACT: KEVIN ROGERS

PROJECT:
PROPOSED KNOX CROSSING
NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

SEAL:
NORTH CAROLINA PROFESSIONAL SEAL 024365 ENGINEER 10/31/26 JOSHUA M. COY

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026
GENERAL REVISIONS	2/13/2026

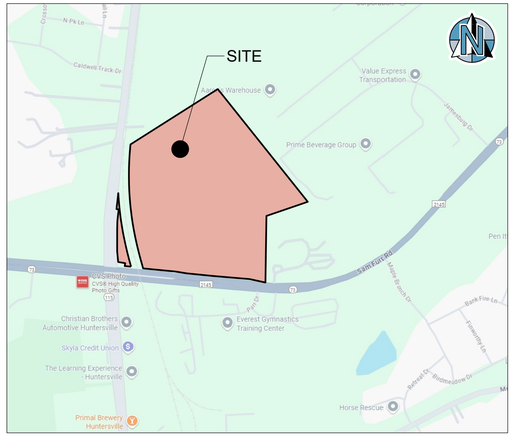
PROJECT MANAGER: ADB
DRAWING BY: SC
JURISDICTION: HUNTERSVILLE, NC
DATE: 2025-12-23
TITLE:

CONCEPTUAL SITE PLAN

SHEET NUMBER:
C-1

COMMENTS:
REZONING PLAN - NOT FOR CONSTRUCTION

JOB/FILE NUMBER:
2022.003



VICINITY MAP
NOT TO SCALE

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
TREES						
	542	LARGE CANOPY TREE	B & B	2" CAL	8' MIN. HT.	
	80	LARGE EVERGREEN	B & B	2"CAL	6' MIN. HT.	
	142	MEDIUM EVERGREEN	B & B	1.5" CAL	6' MIN. HT.	
	155	SMALL MATURING TREE	B & B	2" CAL	6' MIN. HT.	
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	POINTS	SPACING
SHRUBS						
	338	EVERGREEN SHRUB	3 GAL	3'HT MIN.		48" o.c.
	147	FLOWERING SHRUB	3 GAL	3'HT MIN.		48" o.c.
	132	LARGE EVERGREEN SHRUB 6'MIN. HT AT MATURE	3 GAL	3'HT MIN.		60" o.c.

LANDSCAPE REQUIREMENTS:

STREET FRONTAGE: 1 LARGE MATURING CANOPY TREE PER 40 LF. PROPERTY LOCATED ON A MAJOR OR MINOR THOROUGHFARE, AN ADDITIONAL ROW OF STREET TREES ARE REQUIRED TO BE LOCATED BEHIND THE PROPOSED SIDEWALK IN A 10-FOOT LANDSCAPE EASEMENT. THE INTERIOR ROW OF TREES SHALL BE STAGGERED FROM THE TREES PROVIDED WITHIN THE RIGHT-OF-WAY.

SAM FURR ROAD (NC HWY 73)
621 LF (EXCLUDE DRIVEWAY AND EASEMENT) / 40 LF = 16 TREES + ADDITIONAL ROW REQUIRED
16 TREES + ADDITIONAL ROW PROPOSED (MIN. 30' O.C.)

BUFFER: 3 TREES AND 10 SHRUBS PER 1,000 SF. AT LEAST 75% OF THE TREES AND 100% OF THE SHRUBS SHALL BE EVERGREEN SPECIES.

WEST
13,020 SF / 1,000 SF x 3 = 39 TREES REQUIRED
39 TREES PROPOSED

13,020 SF / 1,000 SF x 10 = 130 SHRUBS REQUIRED
XX SHRUBS PROPOSED

EAST
16,060 SF / 1,000 SF x 3 = 48 TREES REQUIRED
48 TREES PROPOSED
3 EXISTING TREES TO REMAIN

16,060 SF / 1,000 SF x 10 = 161 SHRUBS REQUIRED
XX SHRUBS PROPOSED

PARKING LOT PERIMETER LANDSCAPE: CONTINUOUS EVERGREEN SHRUB EXPECTED TO REACH A HEIGHT OF 4' MINIMUM AT MATURITY WHERE ADJACENT TO STREET RIGHT-OF-WAY AND 1 LARGE MATURING CANOPY TREE PER 40 LF

970 LF / 40 LF x 1 = 25 TREES REQUIRED
25+ TREES PROPOSED

PARKING LOT LANDSCAPE: 1 TREE PER 35 SPACES

954 SPACES / 35 = 28 TREES REQUIRED
28+ TREES PROPOSED

NOTES:

1. LARGE STREET TREES ALONG THROUGHFARE ROADS SHALL MAINTAIN A MINIMUM CLEARANCE OF 8' FROM CURB AND GUTTER.
2. SMALL STREET TREES ALONG THROUGHFARE ROADS SHALL MAINTAIN A MINIMUM CLEARANCE OF 5' FROM CURB AND GUTTER.
3. STREET TREES SHALL BE SPACED A MINIMUM OF 30' ON CENTER (O.C.).
4. REPLACEMENT TREE QUANTITIES SHALL BE ADJUSTED AT A RATE OF FIVE (5) TREES PER 1,000 SF IN ACCORDANCE WITH THE FINAL APPROVED TREE PRESERVATION PLAN.
5. MITIGATION WILL BE COMBINATION OF ON-SITE PLANTING AND PAYMENT INTO THE TREE FUND.



ENGINEER:

FORESITE group

ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:

WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888

CONTACT: KEVIN ROGERS

PROJECT:

PROPOSED KNOX CROSSING

NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO. R25-16

SEAL:

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026
GENERAL REVISIONS	2/13/2026

PROJECT MANAGER:	KJW
DRAWING BY:	KJW
JURISDICTION:	HUNTERSVILLE, NC
DATE:	2025-10-17
TITLE:	

LANDSCAPE PLAN

SHEET NUMBER:

L-1

COMMENTS: REZONING PLAN - NOT FOR CONSTRUCTION

JOB/FILE NUMBER: 2022.003

Plot Scale=1:1
By: SHAUN CANNON
Plotted on: 2/13/2026 1:40:18 PM
Y:\SHARE\BYRNS\CTS\2022\JOBS_NC\2022.003 HUNTERSVILLE, NC_CIVIL (DSC)\CAD\DWG\1-1 LANDSCAPE PLAN.DWG



ENGINEER:

FORESITE group

ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:

WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888

CONTACT: KEVIN ROGERS

PROJECT:

PROPOSED KNOX CROSSING

NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 024365 ENGINEER JOSHUA M. COX 10/31/25

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026
GENERAL REVISIONS	2/13/2026

PROJECT MANAGER:	ADB
DRAWING BY:	SC
JURISDICTION:	HUNTERSVILLE, NC
DATE:	2025-12-5
TITLE:	

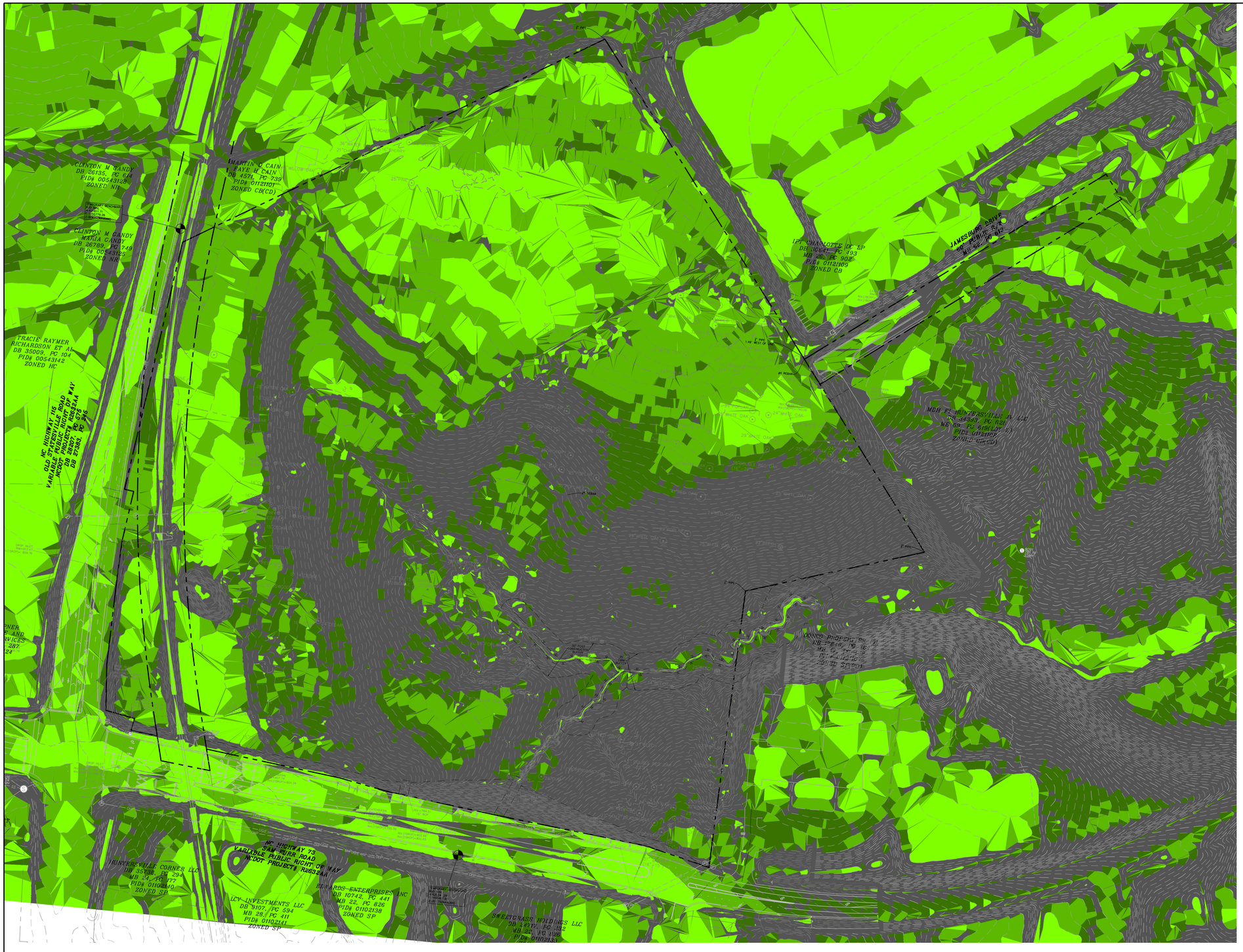
CONCEPTUAL GRADING & DRAINAGE PLAN

SHEET NUMBER:

C-4

COMMENTS: <NOT RELEASED FOR CONSTRUCTION>

JOB/FILE NUMBER: 2022.003



SLOPES TABLE
0.0% - 2.5% SLOPE
2.5% - 5.0% SLOPE
5.0% - 7.5% SLOPE
+7.5% SLOPE

N

NAD83 NORTH CAROLINA STATE PLANES, US FOOT

1" = 100'

100' 50' 0 100' 200'

SCALE IN FEET

ENGINEER:

FORESITE group

ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:

WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888

CONTACT: KEVIN ROGERS

PROJECT:

PROPOSED KNOX CROSSING

NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 024855 ENGINEER JOSHUA.NV.COM 10/31/25

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026

PROJECT MANAGER:	ADB
DRAWING BY:	SC
JURISDICTION:	HUNTERSVILLE, NC
DATE:	2025-12-5
TITLE:	

EXISTING SLOPE ANALYSIS PLAN

SHEET NUMBER:

C-4.1

COMMENTS: <NOT RELEASED FOR CONSTRUCTION>

JOB/FILE NUMBER: 2022.003



SLOPES TABLE

0.0% - 2.5% SLOPE
2.5% - 5.0% SLOPE
5.0% - 7.5% SLOPE
+7.5% SLOPE

NAD83 NORTH CAROLINA STATE PLANES, US FOOT

1" = 100'

100' 50' 0 100' 200'

SCALE IN FEET

ENGINEER:

FORESITE group

ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct, Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:

WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888

CONTACT: KEVIN ROGERS

PROJECT:

PROPOSED KNOX CROSSING

NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 024855 ENGINEER JOSHUA N. COX 10/31/25

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026

PROJECT MANAGER:	ADB
DRAWING BY:	SC
JURISDICTION:	HUNTERSVILLE, NC
DATE:	2025-12-5
TITLE:	

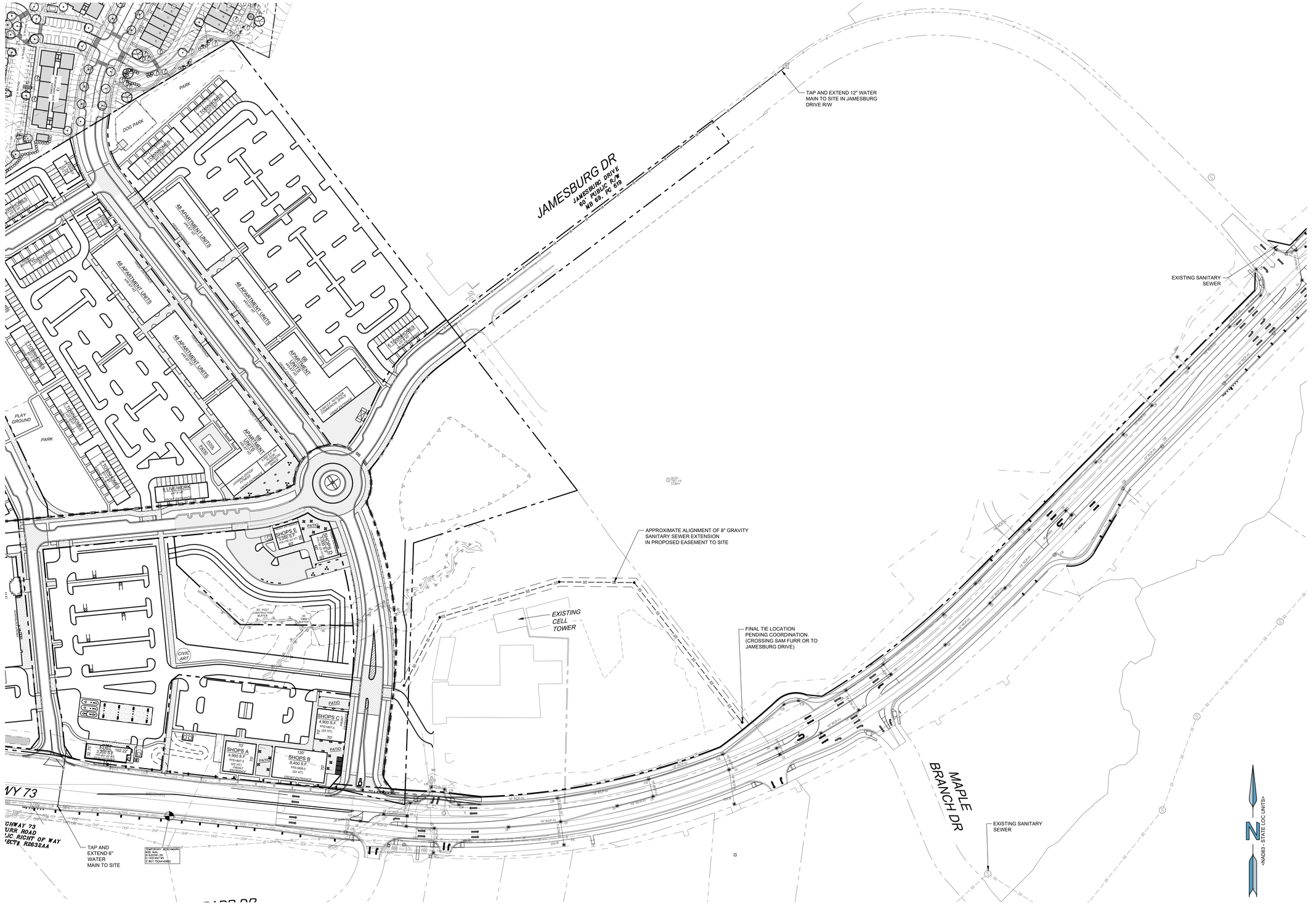
PROPOSED SLOPE ANALYSIS PLAN

SHEET NUMBER:

C-4.2

COMMENTS: <NOT RELEASED FOR CONSTRUCTION>

JOB/FILE NUMBER: 2022.003



ENGINEER:

FORESITE group

ENGINEERING OF NORTH CAROLINA, PLLC

North Carolina Authorization Number: P-2475

Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:

WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888

CONTACT: KEVIN ROGERS

PROJECT:

PROPOSED KNOX CROSSING

NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 024655 10/31/25 ENGINEER JOSHUA W. COX

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026
GENERAL REVISIONS	2/13/2026

PROJECT MANAGER:	KJW
DRAWING BY:	SC
JURISDICTION:	HUNTERSVILLE, NC
DATE:	2025-10-17

TITLE:

CONCEPT UTITILITES PLAN

SHEET NUMBER:

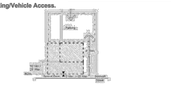
C-5

COMMENTS:
REZONING - NOT RELEASED FOR CONSTRUCTION

JOB/FILE NUMBER: 2022.003

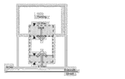
4.7 Lot Type / Apartment Building

Building Placement/Parking/Vehicle Access.



1. Buildings shall be placed on the lot within the zone represented within the hatched area.
2. In most cases, the build to line will be 15' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback. In urban conditions, apartments may be set up to the property line at the sidewalk, including corner conditions.
3. Building facades shall be generally parallel to front property lines. All buildings shall front onto a public street. All ground floor residential units with exterior access shall front a public street, unless specifically exempted by one of the provisions of Section 8.1.
4. Parking shall be located to the rear of the building.
5. Points of permitted access to the parking indicated by arrows.
6. Hedges, garden walls, or fences may be built on property lines or as the continuation of building walls. A garden wall, fence, or hedge (min. 3' in height) shall be installed along any street frontage adjacent to parking areas.
7. Trash containers shall be located in the rear parking area (see Parking Regulations).
8. Mechanical and utility equipment shall not be placed in the side or rear yard and shall be screened from view by opaque screening from grade level along any public street or adjacent property (Article 7.6.2). Buildings that front on more than one public street may have mechanical and utility equipment located within a street facing yard, provided it is visually screened using compatible building materials and design as the principal structure. This is applicable only where no other reasonable option exists as determined by the Administrator. Examples of features limiting the location of mechanical and utility equipment may include, but not limited to, the physical layout of existing building, the presence of easements, elevation changes, etc.

Encroachment/Pedestrian Access.



1. For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into setback area up to 8'.
2. Attached decks are permitted to encroach into the rear setback up to 16 feet.
3. For buildings set up to the sidewalk, upper level balconies, bay windows and their supports at ground level may encroach a maximum of 0'0" over the sidewalk.
4. Main pedestrian access to the building and to individual units is from the street (indicated by larger arrow), unless specifically exempted by one of the provisions of Section 8.1. Secondary access may be from parking areas (indicated by smaller arrow).

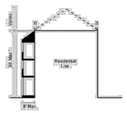
Description. The apartment building is a residential building accommodating several households. In traditional towns, this building type coexists with a variety of other building types. A successful contemporary design permits its integration with other residential types through the coordination of site and building design (see Architectural Regulations). Apartment complexes should be one or more separated buildings similar in their scale on the public street to large detached housing. Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

Special Conditions:

1. The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
2. Corners: Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
3. Within the limits described, front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity. Squares or spatially defined plazas within building setback areas can act as focal points for pedestrians.

4.8 Building Type / Apartment Building

Permitted Height and Uses.



1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, or, if alternate frontage conditions from the constructed portion of a greenway along or within the project boundary, are provided, as permitted under Section 8.1.4, height may be measured from the highest finished grade of the side of the building opposite the greenway alternative frontage, up to the eaves. If building height is measured from the highest finished grade of the side of the building opposite the greenway alternative frontage, no more than one (1) additional story on the greenway side of the building may result from this arrangement.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above.

Architectural Standards.

Principles.

A. To perpetuate the unique building character of the town and its environs, and to re-establish its local identity, development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.

B. The front elevations facing the street, and the overall massing shall communicate an emphasis on the human scale and the pedestrian environment.

C. Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.

D. Building silhouettes should be generally consistent. The scale and pitch of roof lines should thus be similar across groups of buildings.

E. Apartment Building Architectural Standards Principles A-D shall not apply to the residential portion of development on parcels where multifamily structures are an allowable use and the development contains two or more affordable housing units for families or individuals with incomes below eighty percent (80%) of the area median income.

F. Porches should form a predominant motif of house designs and be located on the front or to the side of the dwelling. When attached to the front, they should extend over at least 15% of the front facade. All porches should be constructed of materials in keeping with those of the main building.

G. Front loaded garages, if provided, shall meet the standards of Section 8.16.

H. At a minimum, the Americans with Disabilities Act standards for accessibility shall be met.

Configurations.

A. Main roofs on residential buildings shall either be flat or symmetrical gables or hips with a pitch of between 4:12 and 12:12. Monopitch (shed) roofs are allowed only if they are attached to the wall of the main building. No monopitch shall be less than 4:12. All accessory buildings shall have roof pitches that conform to those of the main building.

B. Balconies should generally be simply supported by posts and beams. The support of cantilevered balconies should be assisted by visible brackets.

C. Two wall materials may be combined horizontally on one facade. The "heavier" material should be below.

D. Exterior chimneys should be finished in brick or stucco.

Techniques.

A. Overhanging eaves may expose rafters.

B. Flush eaves should be finished by profiled molding or gutters.

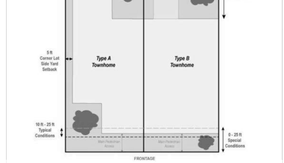


HISTORY
Amended by Ord. TA23-07 on 11/21/2022

4.11 Lot Type / Townhome

Building Placement/Parking/Vehicle Access.

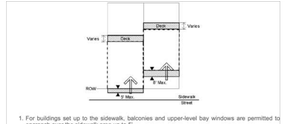
Townhomes - Attached Garage



PREMISE

1. Buildings shall be placed on the lot within zone represented by the hatched area.
2. Along new streets, the build-to line will range from 10' to 25' behind street ROW. Special site conditions such as topography or lot widths permit a larger setback. Along existing streets, front build-to lines shall typically be equal to the average setbacks for buildings on the same side of the street within 300 feet. However, in more urban conditions, dwellings may be set up to the property line at the sidewalk.
3. Building facades shall be generally parallel to front property lines. All buildings shall front onto a public street.
4. Vehicular access for Townhomes shall be provided through a private drive, alley, or parking lot at the rear of the struture.

Encroachment/Pedestrian Access.



1. For buildings set up to the sidewalk, balconies and upper-level bay windows are permitted to encroach over the sidewalk area up to 5'.
2. For buildings set back from sidewalk, balconies, stoops, stairs, open porches, bay windows, and awnings are permitted to encroach into the front setback area up to 8'.
3. Main pedestrian access to the building is from the street (indicated by larger arrow). Secondary access may be from parking areas (indicated by smaller arrow).
4. Decks must be constructed only in an established rear yard and are permitted to encroach into the rear setback up to 15'.
5. Mechanical equipment shall not encroach into any required setback.

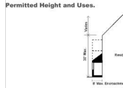
Special Conditions.

1. The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street.
2. Setback at street corners will generally replicate frontage conditions. However, side setbacks on a minor street may be less than the front dimension.
3. Front and side setbacks will vary depending upon site conditions. Setbacks should be used in a manner which encourages pedestrian activity.

HISTORY
Amended by Ord. Draft TA25-01 on 8/19/2025

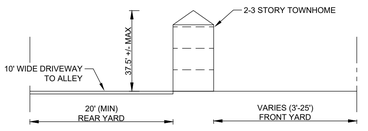
4.12 Building Type / Townhome

Permitted Height and Uses.

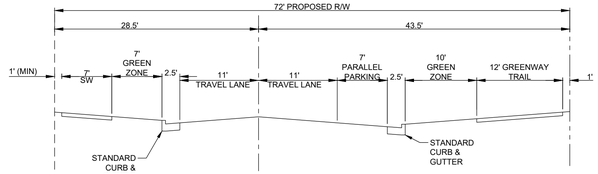


1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves.
2. Building height to ridge will vary depending upon the roof pitch.
3. Permitted uses are indicated above.
4. Maximum footprint for a building housing a detached accessory dwelling is 650 square feet.

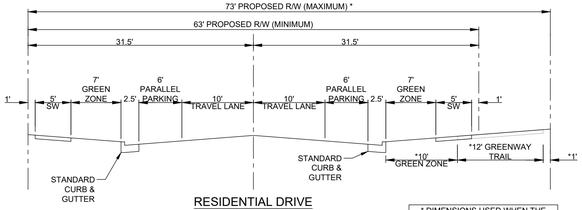
HISTORY
Amended by Ord. Draft TA25-01 on 8/19/2025



TOWNHOME LOT SECTION

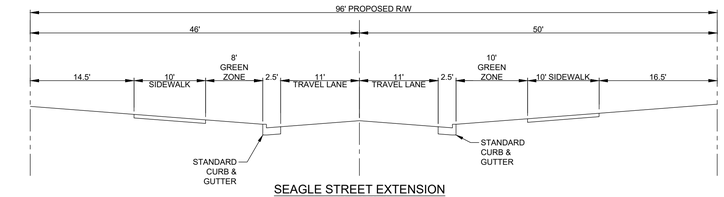


RETAIL/MIXED USE STREET
TYPICAL SECTION
(PART OF ROAD TRACT A - FROM
ROUND-ABOUT TO GROCERY STORE)

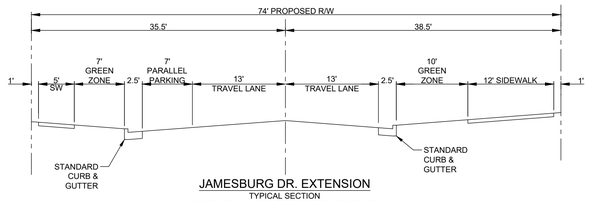


RESIDENTIAL DRIVE
TYPICAL SECTION
(ROAD TRACT C - FROM GROCERY STORE TO
SEAGLE STREET EXTENSION)

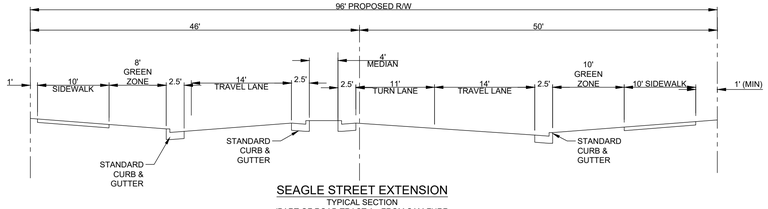
* DIMENSIONS USED WHEN THE GREEWAY TRAIL IS PRESENT



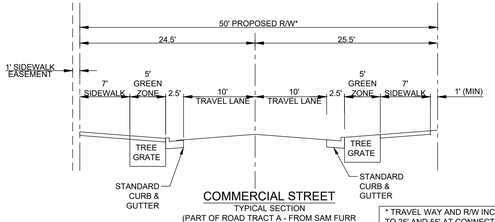
SEAGLE STREET EXTENSION
TYPICAL SECTION
(PART OF ROAD TRACT A - FROM
COMMERCIAL DRIVEWAY TO ROUND-ABOUT)



JAMESBURG DR. EXTENSION
TYPICAL SECTION
(FROM ROUND-ABOUT TO JAMESBURG DRIVE)

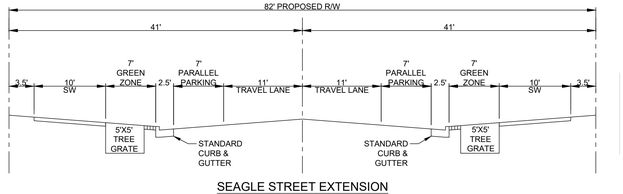


SEAGLE STREET EXTENSION
TYPICAL SECTION
(PART OF ROAD TRACT A - FROM SAM FURR
ROAD TO COMMERCIAL DRIVEWAY)



COMMERCIAL STREET
TYPICAL SECTION
(PART OF ROAD TRACT A - FROM SAM FURR
FRONTING GROCERY STORE)

* TRAVEL WAY AND R/W INCREASE TO 25' AND 55' AT CONNECTION TO SAM FURR)



SEAGLE STREET EXTENSION
TYPICAL SECTION
(ROAD TRACT B - FROM ROUND-ABOUT TO SOUTH
STATION REZONING PLANS BY W&A ENGINEERING)

REZONING NOTES

KNOX CROSSING DEVELOPMENT

1. REZONING PETITION. THESE REZONING NOTES COMPRISE THE DEVELOPMENT STANDARDS ("DEVELOPMENT STANDARDS") ASSOCIATED WITH THE REZONING PETITION (THE "REZONING PETITION") FILED BY WRS HUNTERSVILLE, LLC (THE "PETITIONER") ON NOVEMBER 3, 2025 ("FILING DATE") AS REZONING PETITION #25-16 (THE "REZONING PLAN") FOR THAT APPROXIMATELY 43.97 ACRE TRACT OF LAND, IDENTIFIED ON THIS SITE PLAN AS KNOX CROSSING (THE "PROJECT") IN CONNECTION TAX PARCEL NUMBERS 011-21-105 AND 011-21-106 (THE "PROPERTY"). THE PURPOSE OF THE REZONING PETITION IS TO CONVERT THE ZONING CLASSIFICATION OF THE PROPERTY FROM THE CORPORATE BUSINESS DISTRICT CONDITIONAL DISTRICT (CB (CD)) TO TRANSIT ORIENTED DEVELOPMENT – RESIDENTIAL CONDITIONAL DISTRICT (TOD-R (CD)) AND HIGHWAY COMMERCIAL DISTRICT CONDITIONAL DISTRICT (HC (CD)) IN ACCORDANCE WITH THE PROVISIONS OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE").

2. DEVELOPMENT STANDARDS. DEVELOPMENT OF THE PROPERTY WILL BE GOVERNED BY THESE DEVELOPMENT STANDARDS, WHICH ARE PART OF THE REZONING PETITION, AND THE APPLICABLE PROVISIONS OF THE ORDINANCE IN PLACE ON THE DATE OF THE FILING DATE. SUBJECT IN ALL RESPECTS TO THE RIGHTS OF THE PETITIONER UNDER THE PERMIT CHOICE ACT, N.C.G.S. 143-755, AND UNLESS OTHERWISE SHOWN ON THE REZONING PLAN OR IN THESE DEVELOPMENT STANDARDS, THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE IN PLACE ON THE DATE OF THE FILING OF THE REZONING PLAN GOVERN DEVELOPMENT OF THE PROPERTY AS SHOWN ON THE REZONING PLAN. IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THESE DEVELOPMENT STANDARDS AND THE REZONING PLAN, THESE DEVELOPMENT STANDARDS WILL GOVERN.

3. SCHEMATIC NATURE OF REZONING PLAN. THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE AND EXACT BUILDING LAYOUTS AND LOCATIONS ARE NOT SHOWN. THE EXACT LOCATIONS AND ARCHITECTURE OF THE UNITS AND BUILDINGS MAY BE MODIFIED, AS APPROVED BY PLANNING STAFF, DURING THE DESIGN, ENGINEERING, AND CONSTRUCTION PHASES OF THE DEVELOPMENT SO LONG AS SUCH MODIFICATIONS ARE WITHIN THE BOUNDARIES OF THE CONDITIONAL DISTRICT REZONING AND ARE COMPATIBLE AND IN HARMONY WITH THE GENERAL LAYOUT OF THE REZONING PLAN. THE TOTAL NON-RESIDENTIAL BUILDING SQUARE FOOTAGE OF THE PLAN MAY BE UP TO 82,000 SQUARE FEET AND THE TOTAL NUMBER OF RESIDENTIAL UNITS MAY BE UP TO 486.

4. PHASING. THE DEVELOPMENT OF THE PROPERTY AS GENERALLY DEPICTED ON THE REZONING PLAN MAY BE BUILT IN ONE PHASE, BUT MAY BE PHASED, AS DETERMINED DURING THE COURSE OF CONSTRUCTION. ANY PROPOSED PHASING SEQUENCE IS CONCEPTUAL AND MAY BE ALTERED DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT BUT ANY PHASE MUST ALIGN WITH REQUIRED INFRASTRUCTURE AND STORMWATER IMPROVEMENTS FOR THAT PHASE. UTILITIES, INFRASTRUCTURE AND GRADING SHALL BE DELIVERED TO EACH INDIVIDUAL PHASE AS EACH IS DEVELOPED. THE BUILDING SHELL FOR THE COMMERCIAL SPACES IN THE MIXED USE BUILDINGS AND THE LIVE WORK BUILDING WILL BE CONSTRUCTED WITH THE RESIDENTIAL PHASES OF THE PROJECT.

5. VESTED RIGHTS. THIS REZONING PLAN IS A SITE-SPECIFIC DEVELOPMENT PLAN AND APPROVAL THEREOF CONSTITUTES VESTED RIGHTS IN THE REZONING PLAN PURSUANT TO THE PROVISIONS OF THE ORDINANCE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE DEVELOPMENT STANDARDS, IF, AT SOME POINT, MODIFICATIONS ARE MADE TO THE ORDINANCE BY THE TOWN BOARD, PETITIONER MAY VOLUNTARILY AGREE TO APPLY SUCH MODIFICATIONS TO THE REZONING PLAN IN A MANNER CONSISTENT WITH THE ORDINANCE AS IT CHANGES FROM TIME TO TIME, AND WITHOUT PURSUING A REZONING. SUCH MODIFICATIONS TO THE ORDINANCE SHALL IN NO WAY IMPACT THE PETITIONER'S VESTED RIGHTS DUE TO THE SIZE OF THE PROJECT, PHASING, AND LEVEL OF INVESTMENT. APPROVAL OF THIS CONDITIONAL REZONING SHALL CONSTITUTE ESTABLISHMENT OF VESTED RIGHTS IN THE LANDOWNER (AND ITS SUCCESSORS OR ASSIGNS) FOR A PERIOD OF FIVE YEARS AS PERMITTED BY N.C. GEN. STAT. § 160D-108.1.

6. PERMITTED USES. THE PROPERTY MAY BE DEVELOPED FOR ANY USES PERMITTED IN THE TOD-R AND HC ZONING DISTRICTS, IN THE AREAS DESIGNATED FOR SUCH CONDITIONAL ZONING DISTRICTS ON THE REZONING PLAN, AS APPLICABLE, INCLUDING USES PERMITTED WITH CONDITIONS AND ACCESSORY USES, SUBJECT TO THE DEVELOPMENT STANDARDS ASSOCIATED WITH SUCH USES. ANY LABELING ON THE REZONING PLAN MAY BE AN INDICATION OF THE CURRENT INTENTION ON THE PART OF PETITIONER BUT SHALL NOT RESTRICT THE PROPERTY IN A MANNER THAT CONFLICTS WITH THE PROVISIONS OF THESE DEVELOPMENT NOTES.

7. ACCESS. THE NUMBER OF SITE ACCESS POINTS, DRIVEWAYS AND CONNECTIONS TO ROADS ARE SCHEMATIC IN NATURE. TO THE EXTENT PERMITTED BY APPLICABLE DRIVEWAY PERMIT REQUIREMENTS, A FUTURE DRIVEWAYS, ACCESS POINTS AND ROAD CONNECTIONS MAY CROSS THE SETBACK AND SHALL NOT REQUIRE A REZONING OF THE PROPERTY BUT SHALL OTHERWISE COMPLY WITH APPLICABLE DRIVEWAY PERMIT REQUIREMENTS. CROSS ACCESS AND PARKING EASEMENTS SHALL BE GRANTED AS NEEDED TO PROVIDE ACCESS OVER SHARED DRIVEWAYS AND RIGHTS TO SHARED PARKING. REQUIRED PARKING MAY BE CALCULATED ACROSS MULTIPLE LOTS AS LONG AS REASONABLE ACCESS IS PROVIDED. FRONTAGE MAY BE ALTERED OR REORIENTED TO ADDRESS URBAN OPEN SPACE WITHOUT THE REQUIREMENT OF A REZONING OR AMENDMENT TO THIS REZONING PLAN.

8. SUBDIVISION. THE PROPERTY IS ONE DEVELOPMENT AND MAY BE SUBDIVIDED WITHOUT A REZONING TO ALLOW SEPARATE OWNERS OF INDIVIDUAL PARCELS SO LONG AS SUCH SUBDIVISION FOLLOWS ALL APPLICABLE LAW INCLUDING SUBDIVISION REGULATIONS. RECOMBINATION, CONDOMINIUMIZATION OR REDUCTION IN THE NUMBER OF PARCELS MAY OCCUR IN ACCORDANCE WITH THE REGULATIONS OF THE ORDINANCE. PURSUANT TO NOTE #4 OF THESE DEVELOPMENT STANDARDS, REQUIREMENTS THAT ARE MET BY THE PROJECT AS A WHOLE, SUCH AS OPEN SPACE, TREE SAVE AND IMPERVIOUS REQUIREMENTS, NEED NOT BE MET BY INDIVIDUAL PARCELS SO LONG AS THEY ARE MET BY THE DEVELOPMENT.

9. FRONTAGE IMPROVEMENTS. EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 17 HEREOF, PETITIONER SHALL BE REQUIRED TO INSTALL STREETS TREES AND OTHER IMPROVEMENTS ALONG THE STREET FRONTAGE AS SPECIFICALLY SHOWN ON THE REZONING PLAN AND AS REQUIRED BY ANY APPLICABLE DRIVEWAY PERMIT AND BY THE ZONING ORDINANCE, SUBDIVISION ORDINANCE AND APPLICABLE HUNTERSVILLE/NCDOT TIA OR DRIVEWAY PERMIT REQUIREMENTS. STREET TREE LOCATIONS, SIDEWALKS, PLANTING STRIPS AND PARKING ARE SUBJECT TO CHANGE DURING THE CONSTRUCTION PLAN PHASE AS REQUIRED BY PETITIONER AND TO SATISFY THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL. THE REZONING PLAN IS SUBJECT TO ANY NCDOT COMMENTS AND REVISIONS.

10. LANDSCAPING/BUFFERS. EXCEPT AS MODIFIED HEREIN, LANDSCAPING AND BUFFERS SHALL BE IN ACCORDANCE WITH THE ORDINANCE. BUFFER IMPACTS/MITIGATION SHALL BE PERMITTED THROUGH THE APPROPRIATE STATE OR FEDERAL AGENCY IF APPLICABLE.

11. AMENDMENT. FUTURE AMENDMENTS TO THE REZONING PLAN AND/OR THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF ALL APPLICABLE LAW. IN THE EVENT ANY PORTION OF THE PROPERTY IS CONVEYED TO A THIRD PARTY, PETITIONER MAY REQUEST AN AMENDMENT TO THE REZONING PLAN WITHOUT THE WRITTEN CONSENT OF ANY OTHER OWNER OF ALL OR ANY PORTION OF THE PROPERTY UNLESS SUCH AMENDMENT CONSTITUTES A CHANGE IN THE BUILDING OR USE OF THE PORTION OF THE PROPERTY OWNED BY SUCH OWNER, SO LONG AS THE MODIFICATION WOULD NOT RESULT IN OTHER PARCELS WITHIN THE BOUNDARIES OF THE CONDITIONAL REZONING PLAN FAILING TO MEET THE TERMS OF THE CONDITIONS, PROVIDED PETITIONER PROVIDES FOR SUCH AMENDMENT RIGHT IN THE RECORDED PRIVATE RESTRICTIVE COVENANTS THAT GOVERN THE PROJECT. ALL REQUIREMENTS IN CONNECTION WITH THE AMENDMENT WILL BE CALCULATED ON THE PROPERTY AS A WHOLE IN THE SAME MANNER SUCH REQUIREMENTS WERE CALCULATED AT THE TIME OF THE INITIAL APPROVAL. THIS NOTE SHALL BE SHOWN ON THE FINAL PLAT WHEN RECORDED.

12. STORMWATER DESIGN. THE STORMWATER DESIGNS SHOWN ON THE REZONING PLAN SHALL BE FINALIZED DURING THE CONSTRUCTION PHASE AND SHALL BE COMPLETED AS A PART OF THE INFRASTRUCTURE IMPROVEMENTS.

13. BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS. IF THIS REZONING APPLICATION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE USE AND DEVELOPMENT OF THE SITE IMPOSED UNDER THESE DEVELOPMENT STANDARDS AND THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF PETITIONER AND THE CURRENT AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS. THROUGHOUT THESE DEVELOPMENT STANDARDS, THE TERM "PETITIONER" SHALL BE DEEMED TO INCLUDE THE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST AND ASSIGNS OF PETITIONER OR THE OWNER OR OWNERS OF THE SITE FROM TIME TO TIME WHO MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.

14. ELEVATIONS. THE ELEVATIONS ARE SUBMITTED AS EXAMPLES ONLY AND ARE NOT THE ACTUAL ELEVATIONS FOR THIS PROJECT. ELEVATIONS SUBMITTED DURING CONSTRUCTION THAT ARE GENERALLY CONSISTENT WITH THE RENDERINGS INCLUDED WITH THE REZONING PLAN ARE APPROVED FOR THE PROJECT.

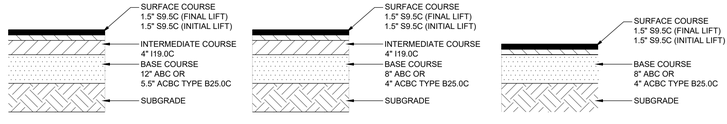
15. MASTER SIGNAGE PROGRAM. PETITIONER ELECTS TO APPLY FOR APPROVAL PURSUANT TO THE MASTER SIGNAGE PROGRAM PURSUANT TO SECTION 10.11 OF THE ORDINANCE.

16. AFFORDABLE HOUSING. PETITIONER PROPOSES THAT AT LEAST 7.5% OF THE TOTAL UNITS (31 UNITS) SHALL BE ATTAINABLE HOUSING UNITS TO BE PROVIDED AMONG THE RESIDENTIAL UNITS AS SHOWN ON THE REZONING PLAN FOR A PERIOD OF FIFTEEN (15) YEARS AFTER THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE APPLICABLE BUILDING. THE ATTAINABLE UNITS WILL BE AVAILABLE TO HOUSEHOLDS EARNING LESS THAN 100% OF THE AREA MEDIAN INCOME AS PUBLISHED BY HUD FOR THE CHARLOTTE-CONCORD-GASTONIA NC-SC HUD METRO FMR AREA.

17. REQUESTED MODIFICATIONS TO STANDARDS.
PURSUANT TO SECTION 11.4.7(K) OF THE ORDINANCE, THE STANDARDS OF THE ORDINANCE ARE MODIFIED TO PERMIT THE FOLLOWING:
   a. BLOCK LENGTH MODIFICATIONS REQUESTED, PEDESTRIAN PATHWAYS TO BREAK UP THE BLOCK LENGTH, AS SHOWN ON THE REZONING PLAN.
   b. ALONG SEAGLE STREET, ONLY ONE ROW OF STREET TREES ON EITHER SIDE OF THE RIGHT OF WAY WILL BE REQUIRED TO BE INSTALLED AND TREES MAY BE INSTALLED WITH TREE GRATES.
   c. SIDEYARD PARKING, INCLUDING DRIVE-THRU OPERATIONS, IS PERMITTED AS SHOWN ON THE REZONING PLAN.
   d. ALLOW A BUILD-TO LINE GREATER THAN 15' FOR COMMERCIAL BUILDINGS FRONTING TWO PUBLIC STREETS AS SHOWN ON THE REZONING PLAN.
   e. SWIM BUFFER DISTURBANCE PER SECTION 8.25 OF THE ORDINANCE.
   f. MODIFICATION TO ALLOW GRADING AND SITE IMPROVEMENTS INTO REQUIRED BUFFERS AS SHOWN ON THE REZONING PLAN.
   g. MODIFICATION TO PERMIT MORE THAN 30% OF SPECIMEN TREES TO BE REMOVED.
   h. MITIGATION FOR PROTECTED TREES SHALL NOT BE LIMITED IN ORDER TO ACHIEVE DEVELOPMENT OBJECTIVES COORDINATED WITH THE TOWN.
   i. ALLOW FOR TOWNHOMES IN THE TOD-R ZONING DISTRICT AS SHOWN ON THE REZONING PLAN.
   j. MODIFICATION TO ALLOW FOR APARTMENT BUILDINGS TO BE 4-STORIES OR UP TO 46' IN HEIGHT PER SECTION 4.8 OF THE ORDINANCE.

ADDITIONAL CONDITIONS:
   a. THE REZONING PLAN IS SUBJECT TO ANY NCDOT COMMENTS AND REVISIONS.
   b. INTEGRATING THE NATURAL LANDSCAPE INTO THE DESIGN OF THE PROJECT.
   c. BMP ENHANCEMENT TO ACTIVATE PEDESTRIAN CORRIDOR.
   d. SIDEYARD PARKING, INCLUDING DRIVE-THRU OPERATIONS, SHALL BE SCREENED FROM VIEW WITH LANDSCAPING.

TYPICAL ROADWAY PAVEMENT SECTIONS



SEAGLE STREET
JAMESBURG DR.

RETAIL/MIXED USE

RESIDENTIAL DRIVE
RESIDENTIAL ALLEY

ENGINEER:

FORESITE group
ENGINEERING of NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:

WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888

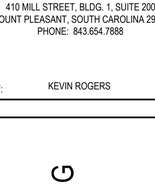
CONTACT: KEVIN ROGERS

PROJECT:

PROPOSED KNOX CROSSING

NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

SEAL:



REVISIONS	DATE
GENERAL REVISIONS	1/12/2026
GENERAL REVISIONS	2/13/2026

PROJECT MANAGER:	KJW
DRAWING BY:	KJW
JURISDICTION:	HUNTERSVILE, NC
DATE:	2025-10-17
TITLE:	

GENERAL NOTES

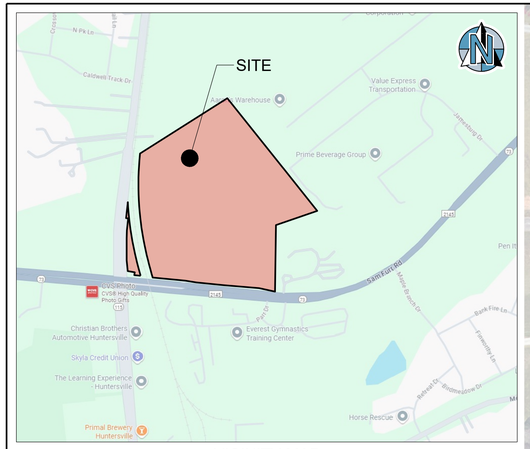
SHEET NUMBER:

CN

COMMENTS:
REZONING PLAN - NOT RELEASED FOR CONSTRUCTION

JOB/FILE NUMBER: 2022.003

Plot Scale: 1:1
Plotted on: 2/13/2026 4:39:29 PM By: KELLY WAGONER
V:\SHARED\PROJECTS\2022.WRS_INC\2022.003 HUNTERSVILLE, NC_CIVIL_CS\CAD\CDSC-1 GENERAL NOTES.DWG



VICINITY MAP
NOT TO SCALE

CLINTON M GANDY
DB 26135, PG 614
PID# 00543128
ZONED NR

CLINTON M GANDY
MARY GANDY
DB 26789, PG 749
PID# 00543125
ZONED NR

MARTIN D CAIN
FRYE H CAIN
DB 1571, PG 739
PID# 01121101
ZONED CR(CD)

TRACIE RAYMER RICHARDSON ET AL
DB 35009, PG 104
PID# 00543142
ZONED HC

NC HIGHWAY 115
OLD STATESVILLE ROAD
VARIABLE PUBLIC RIGHT OF WAY
NCDOT PROJECT# R2632A
MAP 22807, PG 245
DB 21985, PG 945

EXCESS PROPERTY
±0.72 AC.

EX. RAILROAD

RAYMER-KEPNER FUNERAL HOME & CREMATION SERVICE
DB 26396, PG 287
PID# 00543124
ZONED HC

EXISTING TRAFFIC SIGNAL

12' WIDE GREENWAY TRAIL (TYP.)

RESIDENTIAL TRACT A
±3.69 AC.

PROPOSED ZONING: TOD-R

ZONING LINE

PROPOSED ZONING: HC

RETAIL TRACT A
±3.28 AC.
GROCERY STORE
±45,002 S.F.
FFE=804.0
(±32' BUILDING HT)
COMMERCIAL DRIVEWAY PER TOH STD 112.1 (TYP.)

RESIDENTIAL TRACT C
±7.36 AC.

ROAD TRACT C
±1.52 AC.

RESIDENTIAL TRACT B
±7.39 AC.

ROAD TRACT B
±1.71 AC.

7 TOWNHOMES
8 TOWNHOMES
48 APARTMENT UNITS
68 APARTMENT UNITS
6 LIVE/WORK
LEASE FLEX/ COMMERCIAL SPACE
LEASE FLEX/ RESIDENTIAL SPACE
LOBBY
PARK
DOG PARK
PLAY GROUND
COMMUNITY GARDEN
BUFFER/ AMENITIES AREA
CIVIC ART

6' MURAL WALL

12' WIDE GREENWAY TRAIL

RETAINING WALL (TYP.)

RETAIL TRACT B
±4.58 AC.
FUTURE 3,200 S.F. 102-24 (22' HT)

SHOPS A 4,900 S.F. FFE=807.5 (22' HT)
SHOPS B 8,400 S.F. FFE=808.0 (22' HT)
SHOPS C 5,900 S.F. FFE=803.5 (22' HT)
SHOPS D 3,000 S.F. FFE=803.5 (22' HT)
SHOPS E 3,000 S.F. FFE=807.0 (22' HT)
PATIO

PLANTED SCREENING BUFFER

MONUMENT SIGN

PROPOSED DOT R/W

R/W DEDICATION A
±0.05 AC.

NC HIGHWAY 73
SAM FURR ROAD
VARIABLE PUBLIC RIGHT OF WAY
NCDOT PROJECT# R2632AA

FUTURE GREENWAY TRAIL

HUNTERSVILLE CORNER LLC
DB 35738, PG 204
MB 24, PG 177
PID# 01102140
ZONED SP

LCV INVESTMENTS LLC
DB 9107, PG 594
MB 28, PG 411
PID# 01102141
ZONED SP

EDWARDS ENTERPRISES INC
DB 10743, PG 441
MB 22, PG 826
PID# 01102138
ZONED SP

SWEETGRASS HOLDINGS LLC
DB 24717, PG 232
MB 22, PG 826
PID# 01102139
ZONED SP

CCG&B LLC
DB 30220, PG 417
MB 22, PG 826
PID# 01102134
ZONED SP

CCG&B LLC
DB 30220, PG 414
PID# 01102130
ZONED SP

PARR DR

THE KATZ FAMILY TRUST
DB 31829, PG 132
MB 46, PG 919
PID# 00991110
ZONED HC(CD)

JAMESBURG DR
JAMESBURG DRIVE
60' PUBLIC R/W
MB 69, PG 619

IPT CHARLOTTE DC LP
DB 30841, PG 493
MB 26, PG 902
PID# 01121109
ZONED CB

WOOD RAIL FENCE

MDH FI HUNTERSVILLE JV LLC
DB 34393, PG 528
MB 69, PG 619(LOT 2)
PID# 01121108
ZONED CB(CD)

10' MULTI-USE PATH (TYP.)

COMMERCIAL DRIVEWAY PER TOH STD 112.1 (TYP.)

STORMWATER TRACT
±3.31 AC.

HAND RAIL PROVIDED PER TOH STD 701.1

ZONING LINE

NIC

DONCO PROPERTIES LLC
DB 17846, PG 384
MB 47, PG 439
PID# 01121107
ZONED SP(CD)

RETAIL TRACT D
±1.72 AC.

EXISTING CELL TOWER

ROAD TRACT A
±4.16 AC.

RETAINING WALL

RELOCATED DRIVEWAY

RETAIL TRACT C
±2.03 AC.

R/W DEDICATION B
±0.09 AC.

DRIVEWAY TO BE RELOCATED

PROPOSED R/W

R/W DEDICATION
(BY ADJACENT PROPERTY OWNER)
±0.03 AC.

NAD83 NORTH CAROLINA STATE PLANES, US FOOT

1" = 100'
100' 50' 0 100' 200'
SCALE IN FEET

ENGINEER:

FORESITE group
ENGINEERING OF NORTH CAROLINA, PLLC
North Carolina Authorization Number: P-2475
Foresite Group Engineering of North Carolina, PLLC
3740 Davinci Ct., Suite 100
Peachtree Corners, GA 30092
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

DEVELOPER:

WLA ENTERPRISES INC.
410 MILL STREET, BLDG. 1, SUITE 200
MOUNT PLEASANT, SOUTH CAROLINA 29464
PHONE: 843.654.7888

CONTACT: KEVIN ROGERS

PROJECT:

PROPOSED KNOX CROSSING

NC HWY 117 & NC HWY 73
HUNTERSVILLE, NC
MECKLENBURG COUNTY
PID#:01121105 & 01121106
HUNTERSVILLE PROJECT NO: R25-16

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 024335 ENGINEER JOSHUA M. COX 10/31/25

REVISIONS	DATE
GENERAL REVISIONS	1/12/2026
GENERAL REVISIONS	2/13/2026

PROJECT MANAGER: ADB
DRAWING BY: SC
JURISDICTION: HUNTERSVILLE, NC
DATE: 2025-12-23
TITLE:

CONCEPTUAL COLOR RENDERING

SHEET NUMBER:

QL-19

COMMENTS: REZONING PLAN - NOT FOR CONSTRUCTION

JOB/FILE NUMBER: 2022.003

Town Engineering Rezoning Comment Summary
R25-16 Knox Crossing (CSP-500110)
NC Hwy 115 & NC Hwy 73 (PID 01121105 & PID 01121106)
Huntersville, NC 28078

General Project Information

This proposed rezoning is located at the corner of Old Statesville Rd (NC-115) and NC Hwy 73 and is a mixed-use development consisting of a grocery store, gas station, retail, multi-family residential, and attached single family residential. Proposed infrastructure includes approx. 1,725 LF of the planned Seagle Street Extension. The anticipated impacts of a funded NCDOT STIP project on NC-73 have been considered by the applicant.

Engineering Staff Comments

Traffic Impact Analysis (TIA):

1) Based on the uses and intensities proposed, the development is over the Town's threshold to require a TIA. The North Carolina Department of Transportation (NCDOT) is requiring a TIA for this development. As NCDOT is requiring a TIA, review of the TIA has been deferred to them and is still in progress.

Transportation and Stormwater:

1) A disturbance to existing PC buffer of approx. 7,900 SF is proposed to serve a commercial parking lot, this is not an allowable disturbance per ZO 8.25.10 and will require a modification request in the rezoning application or a variance per ZO 8.25.11. A proposed mitigation method has not been provided.
2) A different typical section is proposed for Seagle Street Extension north of the prop. round-a-bout than is shown in the Town's Mobility plan. The proposed section eliminates a median and adds on-street parking. This section matches the typical road section from the recently approved Station South (R24-15) to the north of this development.
3) Pervious pavers have been proposed as a stormwater control measure (SCM) to meet the Town's LID requirement. Pervious pavers are required to meet the design criteria established in section 4.5 of the SCM Design Manual. It is not clear from the latest submittal that these requirements will be met, additional information from the applicant is needed.

January 26, 2026

Dear Mayor and Town Commissioners,

On behalf of the **Seam Trail Advisory Committee** (a multi-jurisdictional advisory body convened by the Charlotte Regional Transportation Planning Organization (CRTPO) to guide implementation of The Seam, a signature regional trail connecting all communities between Statesville, North Carolina, and the South Carolina border), we write to express our support for the Knox Crossing rezoning, to be conditioned on the accommodation of a grade-separated crossing of Sam Furr Road (NC 73) and full integration of The Seam Trail into the site design. We offer the following parameters to supplement the Town's direction to the applicant and to inform the next iteration of the rezoning site plan.

The Seam Phase 1 Planning Report (August 2024) established a data-driven scoring framework to prioritize alignments that best advance the corridor's regional goals. The highest-weighted criteria emphasize **safety and separation from traffic, directness of route, access to destinations, trail-oriented development (TrOD) potential, and quality of trail experience.** The parameters below are intended to ensure that the rezoning site plan meaningfully advances these priorities and that the trail performs as a high-value segment of the 70+ mile regional Seam corridor.

Recommended Site Plan Parameters

1. **Direct, Accessible Grade-Separated Connection**
   (Maximum 4.5% slope; no sharp switchbacks)
   This supports the Seam's top-weighted priorities for road crossing reduction, route directness, and safety by minimizing exposure to vehicles and providing a comfortable, intuitive connection for all users.

2. **Minimum 12' Trail within a 50' Landscaped Linear Park**
   Placing the Seam within a generous, tree-lined corridor directly advances vehicle separation, trail character, and trail-user comfort, while establishing this segment as a signature public space rather than a back-of-house facility.

3. **Minimum 8' Landscaped Separation from Vehicular Drive Aisles**
   This buffer reinforces the Seam's core goals related to safety, vehicle separation, and perceived security, and reduces visual and noise impacts from adjacent traffic.

4. **Minimize the Number and Length of Vehicular Crossings**
   This aligns with the highest-weighted safety metric in the Seam framework, road crossings, by reducing conflict points and improving operational safety.

5. **Direct Alignment from the Sam Furr Road Tunnel through the Rezoning Site**
   A direct, clearly delineated trail alignment that follows natural desire lines, reduces travel distance, avoids out-of-direction movement, and improves travel efficiency. By minimizing indirect routing, the Seam becomes more intuitive to use and better suited for everyday trips, including those to transit stations.
6. **Trail-Oriented Development: Front Buildings on the Seam**
   Fronting residential and commercial uses on the trail advances TrOD potential and perception of safety by activating the corridor, increasing "eyes on the trail," and establishing the Seam as a primary civic frontage.

Why this matters

The Seam's scoring framework assigns its greatest relative importance to road crossing reduction, vehicle separation, route directness, access to destinations, and trail-oriented development potential - the very outcomes which the parameters outlined above deliver. Incorporating them into the rezoning plan will ensure that this segment performs as a high-quality, high-impact link in the regional system, while also creating lasting value for the Town and future residents.

For these reasons, the Seam Trail Advisory Committee respectfully recommends that if the Town supports a rezoning in this location, that the incorporation of the above parameters are included as conditions thereof.

Sincerely,

Robert Cook

Robert Cook, AICP
Director
Charlotte Regional Transportation Planning Organization (CRTPO)

February 10, 2026

Dear Mayor and Town Commissioners,

On behalf of the Town of Huntersville Greenway, Trails & Bike Committee (GTBC), a citizen appointed advisory group to the Huntersville Board of Commissioners, we make a motion to express our support that the Knox Crossing Conditional District rezoning should be conditioned (among others things) on the accommodation of a grade-separated crossing of Sam Furr Road (NC 73) and full integration of The Seam Trail into the site design of the project, making it the focal point. The Seam Trail, running from the north border of the Town to the southern border, has been a priority greenway connection for the GTBC, since its inception and properly accommodating and designing the trail through this proposed project is critical to the bike and pedestrian network for the northeast portion of Huntersville. For the proposed CD Rezoning to be in full compliance with the Town's 2020 Bikeways & Greenways Plan, appropriate accommodation and design of the Seam Trail through this property should be required.

Motion carried by unanimous vote (7-0).

Greenway Trail & Bike Committee (GTBC)



LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM
NC ENG. FIRM LICENSE # C-0658

KEY MAP

SEAL

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

NOT FOR CONSTRUCTION

PROJECT

THE SEAM – SAM FURR RD CROSSING

TOWN OF HUNTERSVILLE

NC-115 OLD STATESVILLE RD AT NC-73 SAM FURR RD

HUNTERSVILLE, NC

LANDDESIGN PROJ.# 1025438

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

SCALE NORTH

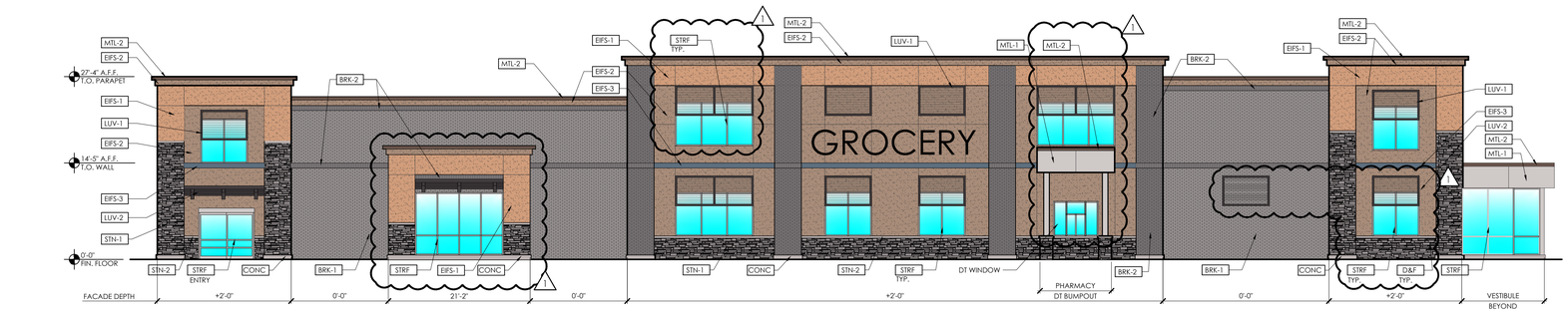
VERT: N/A
HORZ: 1" = 60'
0 30 60 120

SHEET TITLE

OVERALL PLAN

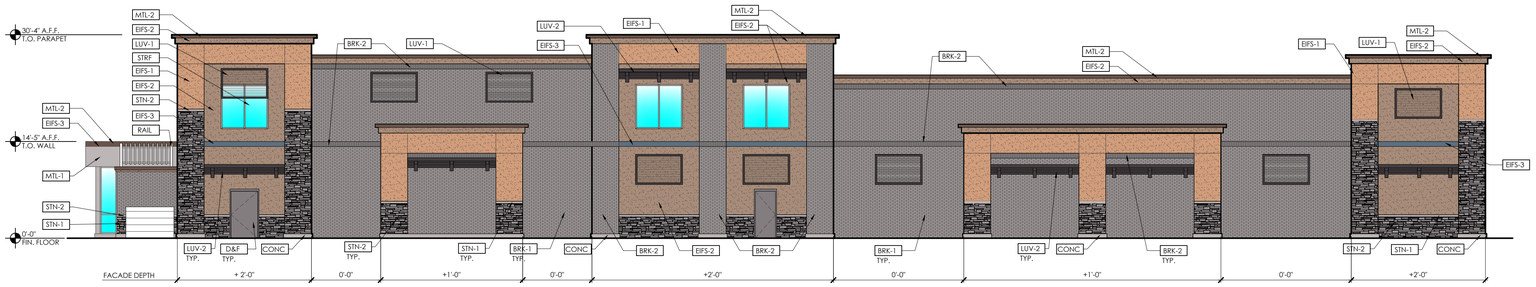
SHEET NUMBER

C300



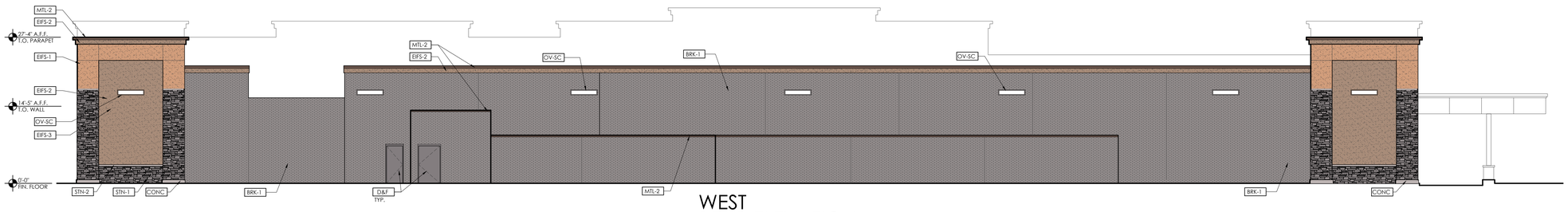
SOUTH SIDE ELEVATION

4 SCALE: 3/32" = 1'-0"



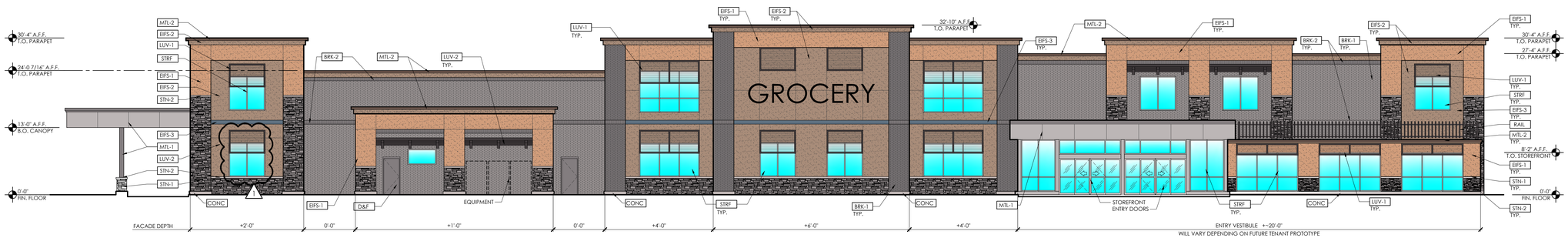
NORTH SIDE ELEVATION

3 SCALE: 3/32" = 1'-0"



WEST REAR ELEVATION

2 SCALE: 3/32" = 1'-0"



EAST FRONT ELEVATION

1 SCALE: 3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE

KEY	DESCRIPTION	COLOR	NOTES
BRK-1	BRICK VENEER	GRAY	MFR TO BE SELECTED BY GC
BRK-2	BRICK VENEER	DARK GRAY	MFR TO BE SELECTED BY GC
CONC	CONCRETE CURB	--	PROVIDE BROOM FINISH
D&F	HOLLOW METAL DOOR & FRAME	SHERWIN-WILLIAMS "SENSUOUS GRAY" SW# 7081	
OV-SC	OVERFLOW SCUPPER	PAINT TO MATCH ADJACENT WALL	
EIFS-1	EIFS SYSTEM	SHERWIN-WILLIAMS "FAME ORANGE" SW# 6346	
EIFS-2	EIFS SYSTEM	SHERWIN-WILLIAMS "CHOCOLATE POWDER" SW# 9082	
EIFS-3	EIFS SYSTEM	SHERWIN-WILLIAMS "DISTANCE" SW# 6243	
MTL-1	ALUMINUM COMP PANEL	SILVER	
MTL-2	METAL COPING CAP	CHARCOAL	
LUV-1	PRE-ENGINEERED LOUVER	CHARCOAL	
LUV-2	PRE-ENGINEERED BLADE LOUVER	CHARCOAL	
RAIL	PREFINISHED METAL DECORATIVE RAILING - NON FUNCTIONAL	CHARCOAL	
STN-1	CAST STONE SILL	CORONADO-LEDGESTONE -ARTISAN	
STN-2	CAST STONE SILL	LIGHT GRAY	MFR AS SELECTED BY G.C.
STRF	ALUMINUM STOREFRONT SYSTEM	CLEAR ANNODIZED	

GENERAL NOTES

1. STOREFRONT NOTES:
   - A. ALL CLEAR GLAZING IS 1" CLEAR, LOW "E". ALL GLAZING NEEDS TO BE LISTED TO MEET LOCAL WIND LEVELS AND CORRESPONDING DP RATINGS.
   - B. ALL FRAMES EQUAL TO KAWNEER 451T SERIES STOREFRONT SYSTEM.
   - C. "T" DENOTES TEMPERED GLAZING WHERE REQUIRED BY CODE.
   - D. SEE SHEET A6.1 FOR STOREFRONT FLASHING DETAILS.
   - E. SEE SHEET A6.0 FOR STOREFRONT DETAILS
2. ALL ELECTRICAL EQUIPMENT, DOORS, AND DOWNSPOUTS ARE TO BE PAINTED TO MATCH ADJACENT WALLS.
3. CLEAN ALL GALVANIZED SURFACES WITH A WATER-BASED ALKALINE CLEANSER TO REMOVE ANY OIL OR PASSIVATOR AND APPLY 1 COAT GALVITE HS PRIMER PRIOR TO APPLYING 2 COATS OF FINISH PAINT. TYPICAL AT ALL EXTERIOR GALVANIZED METAL SURFACES, INCLUDING ELECTRICAL EQUIPMENT.

NARRAMORE ARCHITECTURE EST 1973
American Institute of Architects
201 SMYTHE ST, STE 11
GREENVILLE, SC 29611
864.242.9881
plans@narramore.net

© 2025 DAVID L. NARRAMORE AIA ARCHITECT
COPYRIGHT PROTECTED BY FEDERAL LAW

SEAL

WRS INC REAL ESTATE INVESTMENTS

PROPOSED GROCERY STORE

NC HWY 115 & NC HWY 73 HUNTERSVILLE, NC

REVISIONS
1 DESIGN REVIEW COMMENTS 12-29-25

PROJECT DATA
--

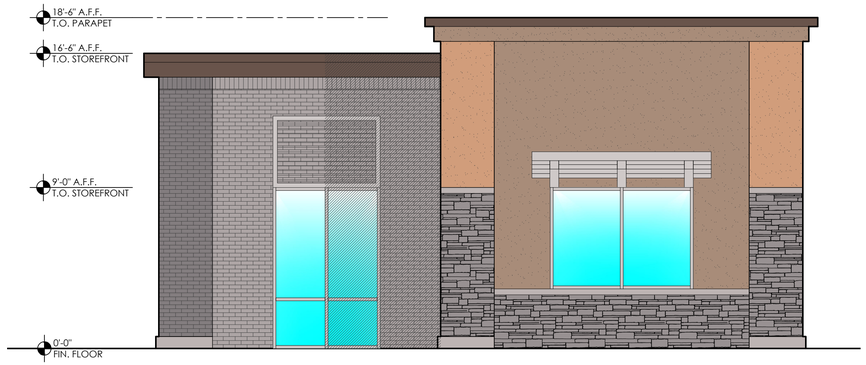
PROJECT NUMBER
25141

ISSUE DATE
10-15-25

PROPOSED GROCERY STORE
HUNTERSVILLE, NC

A2.0

EXTERIOR ELEVATIONS



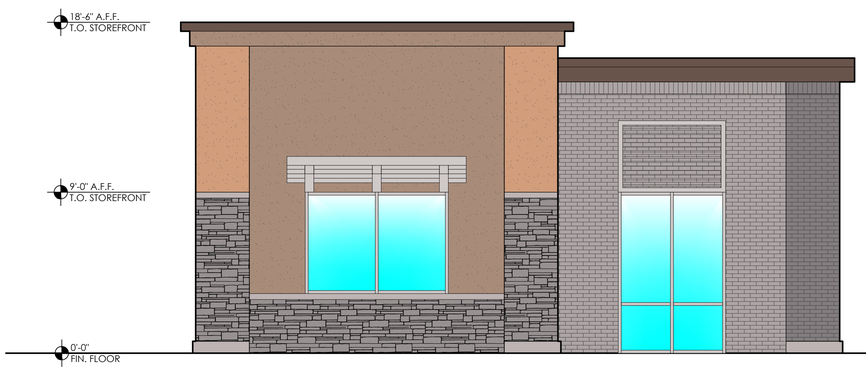
4 EAST SIDE ELEVATION

SCALE: 1/4" = 1'-0"



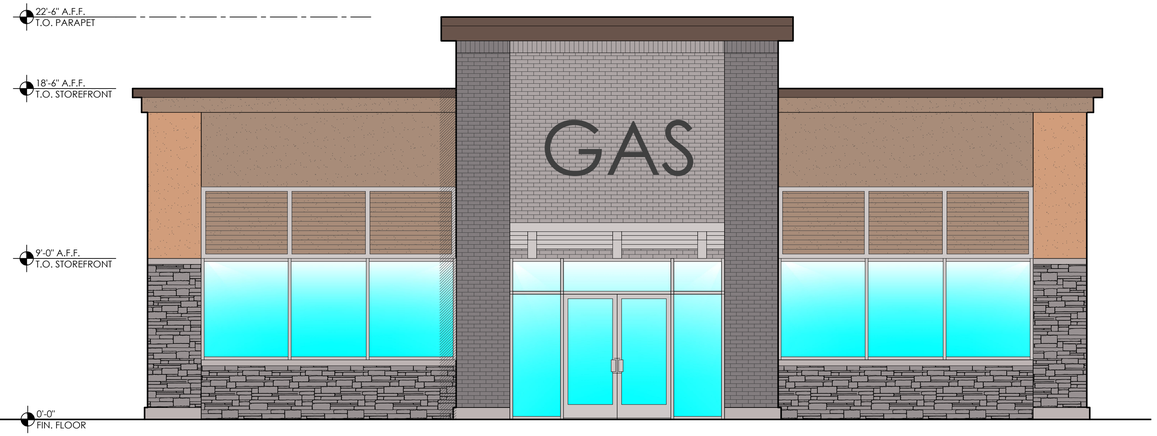
3 SOUTH REAR ELEVATION

SCALE: 1/4" = 1'-0"



2 WEST SIDE ELEVATION

SCALE: 1/4" = 1'-0"



1 NORTH FRONT ELEVATION

SCALE: 1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE

KEY	DESCRIPTION	COLOR	NOTES
BRK-1	BRICK VENEER	GRAY	MFR TO BE SELECTED BY GC
BRK-2	BRICK VENEER	DARK GRAY	MFR TO BE SELECTED BY GC
CONC	CONCRETE CURB	--	PROVIDE BROOM FINISH
D&F	HOLLOW METAL DOOR & FRAME	SHERWIN-WILLIAMS "SENSUOUS GRAY" SW# 7081	
OV-SC	OVERFLOW SCUPPER	PAINT TO MATCH ADJACENT WALL	
EIFS-1	EIFS SYSTEM	SHERWIN-WILLIAMS "FAME ORANGE" SW# 6346	
EIFS-2	EIFS SYSTEM	SHERWIN-WILLIAMS "CHOCOLATE POWDER" SW# 9082	
EIFS-3	EIFS SYSTEM	SHERWIN-WILLIAMS "DISTANCE" SW# 6243	
MTL-1	ALUMINUM COMP PANEL	SILVER	
MTL-2	METAL COPING CAP	CHARCOAL	
LUV-1	PRE-ENGINEERED LOUVER	CHARCOAL	
LUV-2	PRE-ENGINEERED BLADE LOUVER	CHARCOAL	
RAIL	PREFINISHED METAL DECORATIVE RAILING - NON FUNCTIONAL	CHARCOAL	
STN-1	CAST STONE SILL	CORONADO-LEDGESTONE -ARTISAN	
STN-2	CAST STONE SILL	LIGHT GRAY	MFR AS SELECTED BY G.C.
STRF	ALUMINUM STOREFRONT SYSTEM	CLEAR ANNODIZED	

GENERAL NOTES

1. STOREFRONT NOTES:
   - A. ALL CLEAR GLAZING IS 1" CLEAR, LOW "E". ALL GLAZING NEEDS TO BE LISTED TO MEET LOCAL WIND LEVELS AND CORRESPONDING DP RATINGS.
   - B. ALL FRAMES EQUAL TO KAWNEER 451T SERIES STOREFRONT SYSTEM.
   - C. "T" DENOTES TEMPERED GLAZING WHERE REQUIRED BY CODE.
   - D. SEE SHEET A6.1 FOR STOREFRONT FLASHING DETAILS.
   - E. SEE SHEET A6.0 FOR STOREFRONT DETAILS
2. ALL ELECTRICAL EQUIPMENT, DOORS, AND DOWNSPOUTS ARE TO BE PAINTED TO MATCH ADJACENT WALLS.
3. CLEAN ALL GALVANIZED SURFACES WITH A WATER-BASED ALKALINE CLEANSER TO REMOVE ANY OIL OR PASSIVATOR AND APPLY 1 COAT GALVITE HS PRIMER PRIOR TO APPLYING 2 COATS OF FINISH PAINT. TYPICAL AT ALL EXTERIOR GALVANIZED METAL SURFACES, INCLUDING ELECTRICAL EQUIPMENT.

NOTE: FUEL STATION TO BE 3,200 SF

NARRAMORE ARCHITECTURE EST 1973
American Institute of Architects
201 SMYTHE ST, STE 11
GREENVILLE, SC 29611
864.242.9881
plans@narramore.net

© 2026 DAVID L. NARRAMORE AIA ARCHITECT
COPYRIGHT PROTECTED BY FEDERAL LAW

SEAL

WRS INC REAL ESTATE INVESTMENTS

PROPOSED C-STORE

NC HWY 115 & NC HWY 73 HUNTERSVILLE, NC

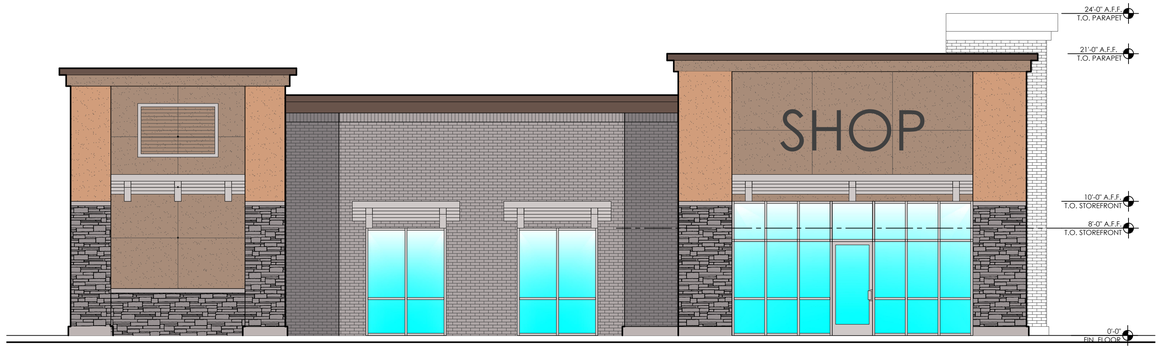
REVISIONS

PROJECT DATA
1,600 SQ.FT.
PROJECT NUMBER
25141
ISSUE DATE
01-12-26

PROPOSED RETAIL SHOPS
HUNTERSVILLE, NC

A2.0

EXTERIOR ELEVATIONS



4 NORTH SIDE ELEVATION

SCALE: 3/16" = 1'-0"



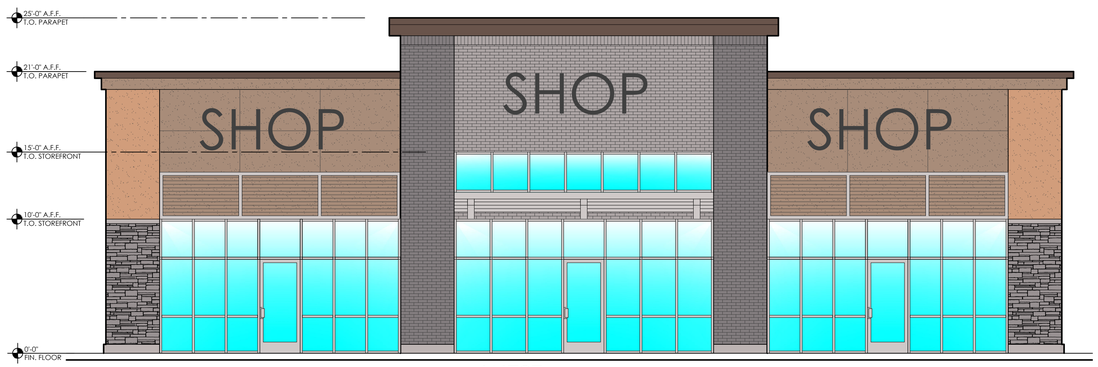
3 EAST REAR ELEVATION

SCALE: 3/16" = 1'-0"



2 SOUTH SIDE ELEVATION

SCALE: 3/16" = 1'-0"



1 WEST FRONT ELEVATION

SCALE: 3/16" = 1'-0"

EXTERIOR FINISH SCHEDULE

KEY	DESCRIPTION	COLOR	NOTES
BRK-1	BRICK VENEER	GRAY	MFR TO BE SELECTED BY GC
BRK-2	BRICK VENEER	DARK GRAY	MFR TO BE SELECTED BY GC
CONC	CONCRETE CURB	--	PROVIDE BROOM FINISH
D&F	HOLLOW METAL DOOR & FRAME	SHERWIN-WILLIAMS "SENSUOUS GRAY" SW# 7081	
OV-SC	OVERFLOW SCUPPER	PAINT TO MATCH ADJACENT WALL	
EIFS-1	EIFS SYSTEM	SHERWIN-WILLIAMS "FAME ORANGE" SW# 6346	
EIFS-2	EIFS SYSTEM	SHERWIN-WILLIAMS "CHOCOLATE POWDER" SW# 9082	
EIFS-3	EIFS SYSTEM	SHERWIN-WILLIAMS "DISTANCE" SW# 6243	
MTL-1	ALUMINUM COMP PANEL	SILVER	
MTL-2	METAL COPING CAP	CHARCOAL	
LUV-1	PRE-ENGINEERED LOUVER	CHARCOAL	
LUV-2	PRE-ENGINEERED BLADE LOUVER	CHARCOAL	
RAIL	PREFINISHED METAL DECORATIVE RAILING - NON FUNCTIONAL	CHARCOAL	
STN-1	CAST STONE SILL	CORONADO-LEDGESTONE -ARTISAN	
STN-2	CAST STONE SILL	LIGHT GRAY	MFR AS SELECTED BY G.C.
STRF	ALUMINUM STOREFRONT SYSTEM	CLEAR ANNODIZED	

GENERAL NOTES

1. STOREFRONT NOTES:
   - A. ALL CLEAR GLAZING IS 1" CLEAR, LOW "E". ALL GLAZING NEEDS TO BE LISTED TO MEET LOCAL WIND LEVELS AND CORRESPONDING DP RATINGS.
   - B. ALL FRAMES EQUAL TO KAWNEER 451T SERIES STOREFRONT SYSTEM.
   - C. "T" DENOTES TEMPERED GLAZING WHERE REQUIRED BY CODE.
   - D. SEE SHEET A6.1 FOR STOREFRONT FLASHING DETAILS.
   - E. SEE SHEET A6.0 FOR STOREFRONT DETAILS
2. ALL ELECTRICAL EQUIPMENT, DOORS, AND DOWNSPOUTS ARE TO BE PAINTED TO MATCH ADJACENT WALLS.
3. CLEAN ALL GALVANIZED SURFACES WITH A WATER-BASED ALKALINE CLEANSER TO REMOVE ANY OIL OR PASSIVATOR AND APPLY 1 COAT GALVITE HS PRIMER PRIOR TO APPLYING 2 COATS OF FINISH PAINT. TYPICAL AT ALL EXTERIOR GALVANIZED METAL SURFACES, INCLUDING ELECTRICAL EQUIPMENT.

NARRAMORE ARCHITECTURE EST 1973
American Institute of Architects
201 SMYTHE ST, STE 11
GREENVILLE, SC 29611
864.242.9881
plans@narramore.net

© 2026 DAVID L. NARRAMORE
AIA ARCHITECT
COPYRIGHT PROTECTED BY FEDERAL LAW

SEAL

WRS REAL ESTATE INVESTMENTS

PROPOSED RETAIL SHOPS 'C'

NC HWY 115 & NC HWY 73
HUNTERSVILLE, NC

REVISIONS

PROJECT DATA
4,900 SQ.FT.

PROJECT NUMBER
25141

ISSUE DATE
01-08-26

PROPOSED RETAIL SHOPS
HUNTERSVILLE, NC

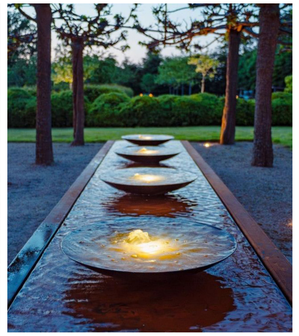
A2.0

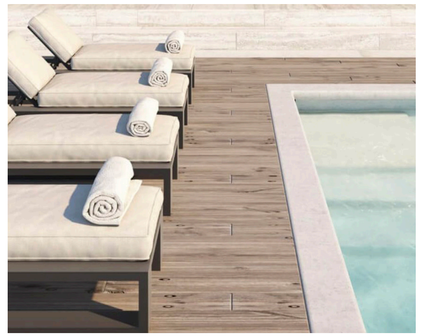
EXTERIOR ELEVATIONS

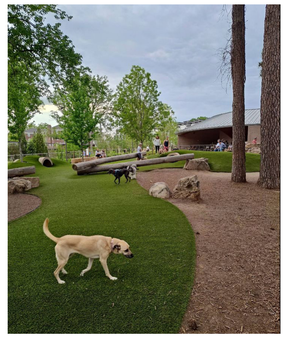
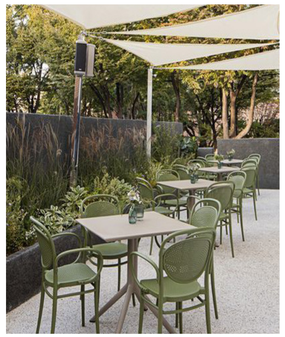
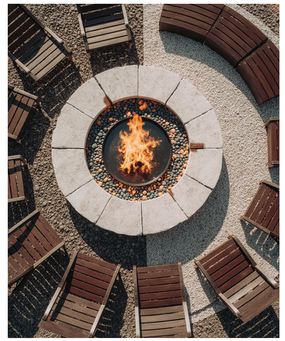


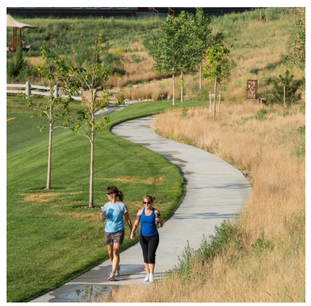
LEGEND

1. APARTMENT BUILDING
2. TOWNHOMES
3. RETAIL
4. POOL
5. FIRE PIT AREA
6. DOG PARK
7. OPEN LAWN
8. SHARED COURTYARD
9. PLAZA WITH FESTOON LIGHT
10. SIDEWALK
11. RESIDENTIAL PARKING LOT
12. RETAIL PARKING LOT
13. GAS STATION
14. OPEN SPACE (OPTIONAL PARKING)
15. DETENTION POND
16. STREAM WITH BUFFER
17. MONUMENT IDENTITY SIGN
18. GREENWAY CONNECTION
19. ROUNDABOUT WITH IDENTITY FEATURE
20. EXISTING RAIL TRACK
21. COMMUNITY GARDEN
22. PLAYGROUND

KNOX CROSSING - HUNTERSVILLE, NC

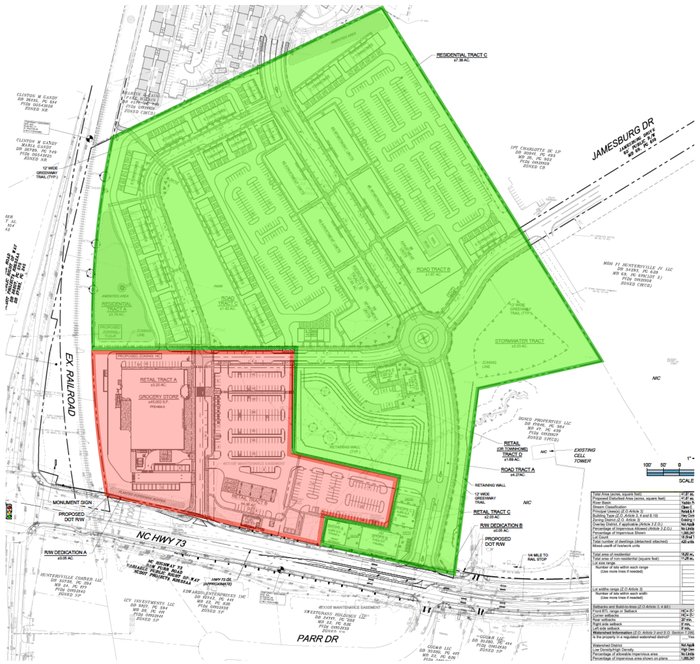
CONCEPTUAL MASTER PLAN

WRS INC
REAL ESTATE INVESTMENTS

FORESITE group

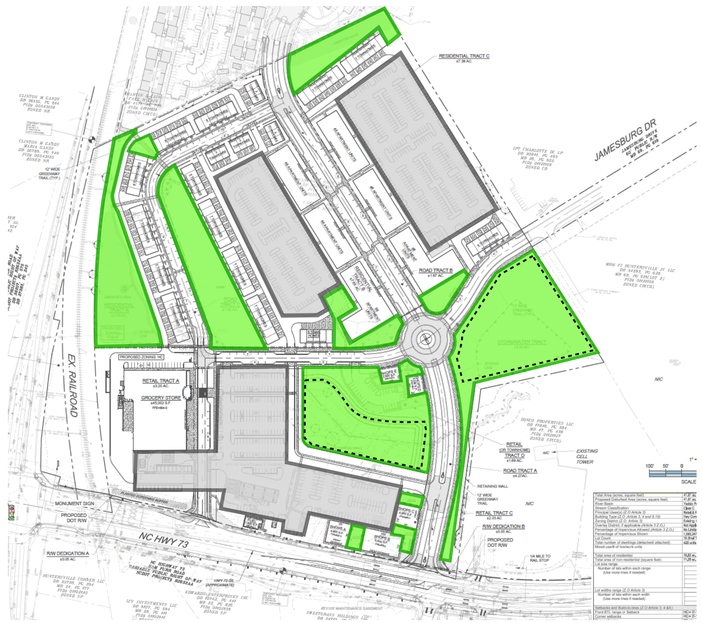
0 50 100 200

JAN · 05 · 2026
2022.003



Acreage & Percentage of Total

Acreage & Percentage of Total



Acreage & Percentage of Total

Acreage & Percentage of Sub-Total

Acreage & Percentage of Total



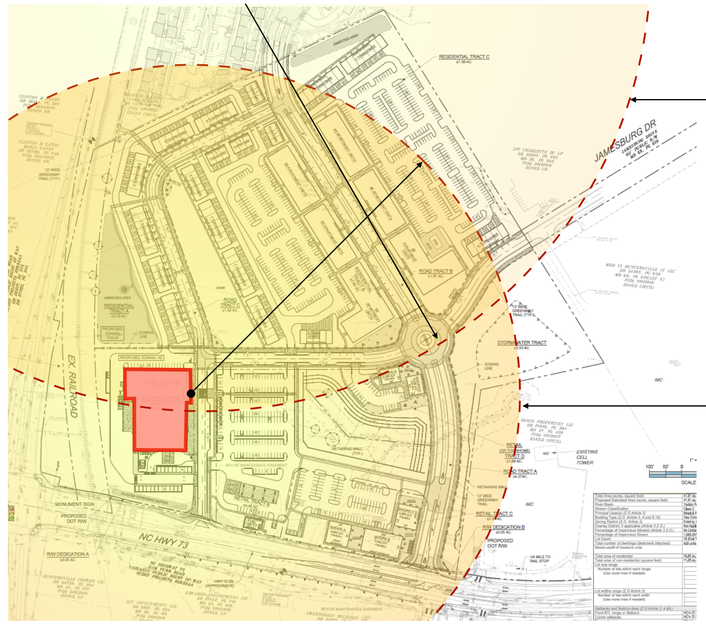
Acreage & Percentage of Total

Acreage & Percentage of Sub-Total

Acreage & Percentage of Total

500ft radius walking circle

Pedestrian Open Space Connections



Radius distance in feet from Transit Stop

Radius distance in feet from Grocery

KNOX CROSSING - HUNTERSVILLE, NC

DESIGN ELEMENTS

WRS INC
REAL ESTATE INVESTMENTS

FORESITE group

JAN · 05 · 2026
2022.003









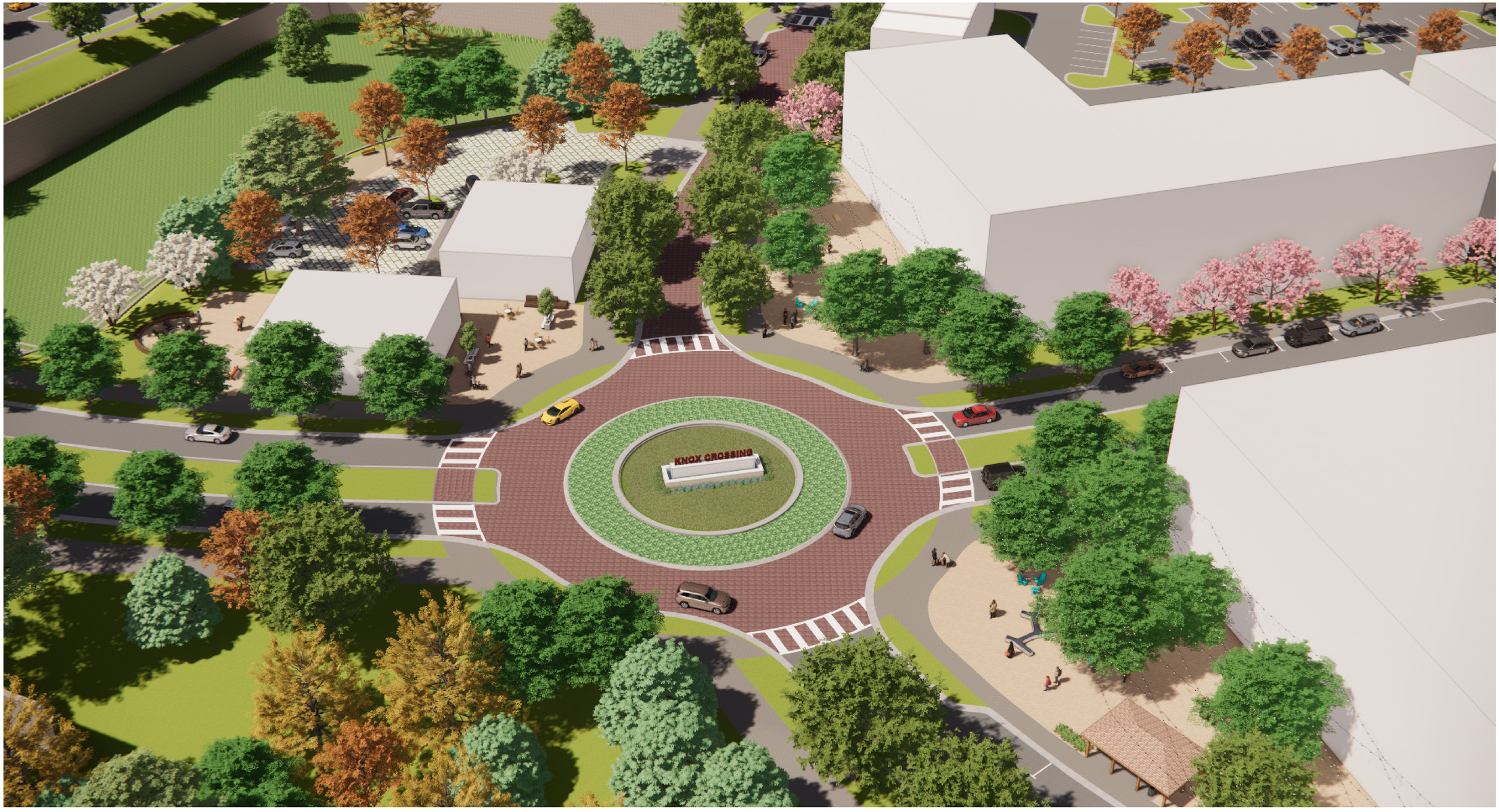
KNOX CROSSING - HUNTERSVILLE, NC

PERSPECTIVES

WRS INC
REAL ESTATE INVESTMENTS

FORESITE group

JAN · 05 · 2026
2022.003



KNOX CROSSING - HUNTERSVILLE, NC

PERSPECTIVES

WRS INC
REAL ESTATE INVESTMENTS

FORESITE group

JAN · 05 · 2026
2022.003



KNOX CROSSING - HUNTERSVILLE, NC

CONCEPTUAL MASTER PLAN

WRS INC
REAL ESTATE INVESTMENTS

FORESITE group

0 50 100 200

JAN · 05 · 2026
2022.003



BLDG 1 - SOUTH ELEVATION 2

1/8" = 1'-0"



BLDG 1 - NORTH ELEVATION 1

1/8" = 1'-0"

NOTE: MULTIFAMILY TO HAVE URBAN CHARACTERISTICS WITH FLAT ROOFS, ARTICULATION, AND MAIN PEDESTRIAN ENTRIES.

cline

BROADSTONE, HUNTERSVILLE

HUNTERSVILLE, NC

EXTERIOR ELEVATIONS - BLDG 1 A2.01

1/8" = 1'-0" | 225180 | 09.22.2025



BLDG 1 - WEST ELEVATION 2
1/8" = 1'-0"



BLDG 1 - EAST ELEVATION 1
1/8" = 1'-0"

cline

BROADSTONE, HUNTERSVILLE
HUNTERSVILLE, NC

EXTERIOR ELEVATIONS - BLDG 1 A2.02
1/8" = 1'-0" | 225180 | 09.22.2025



BLDG 2 - SOUTH ELEVATION 2

1/8" = 1'-0"



BLDG 2 - NORTH ELEVATION 1

1/8" = 1'-0"

cline

BROADSTONE, HUNTERSVILLE

HUNTERSVILLE, NC

EXTERIOR ELEVATIONS - BLDG 2 A2.03

1/8" = 1'-0" | 225180 | 09.22.2025



BLDG 2 - EAST ELEVATION A

1/8" = 1'-0"

2



BLDG 2 - EAST ELEVATION B

1/8" = 1'-0"

1

cline

BROADSTONE, HUNTERSVILLE

HUNTERSVILLE, NC

EXTERIOR ELEVATIONS - BLDG 2 A2.04

1/8" = 1'-0" | 225180 | 09.22.2025



BLDG 2 - WEST ELEVATION OVERALL A

1/8" = 1'-0"

2



BLDG 2 - WEST ELEVATION OVERALL B

1/8" = 1'-0"

1

cline

BROADSTONE, HUNTERSVILLE

HUNTERSVILLE, NC

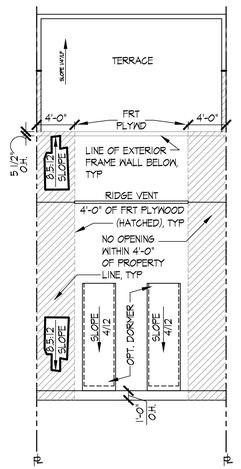
EXTERIOR ELEVATIONS - BLDG 2 A2.05

1/8" = 1'-0" | 225180 | 09.22.2025

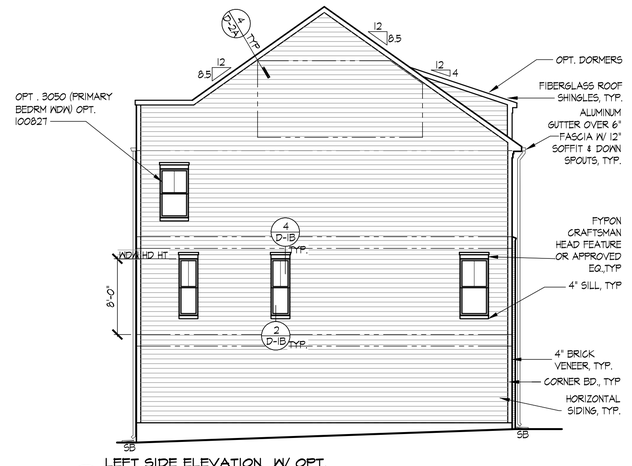
REFER TO PRODUCT BOOK FOR EXTERIOR TRIM

REAR AND SIDE ELEVATION GRILLS ARE OPTIONAL (OPT # 103414)

0 1'-0" 2'-0" 3'-0" 4'-0" 5'-0"
1/4" = 1'-0"
0 2'-0" 4'-0" 6'-0" 8'-0" 10'-0"
1/8" = 1'-0"

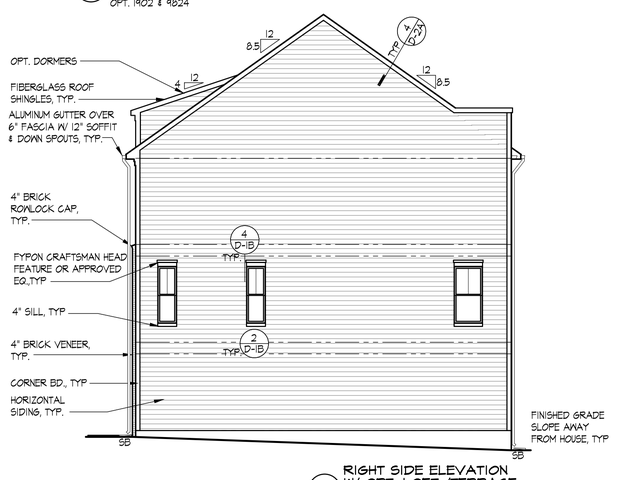


R TERRACE ROOF PLAN "A"
SCALE 1/8"=1'-0"

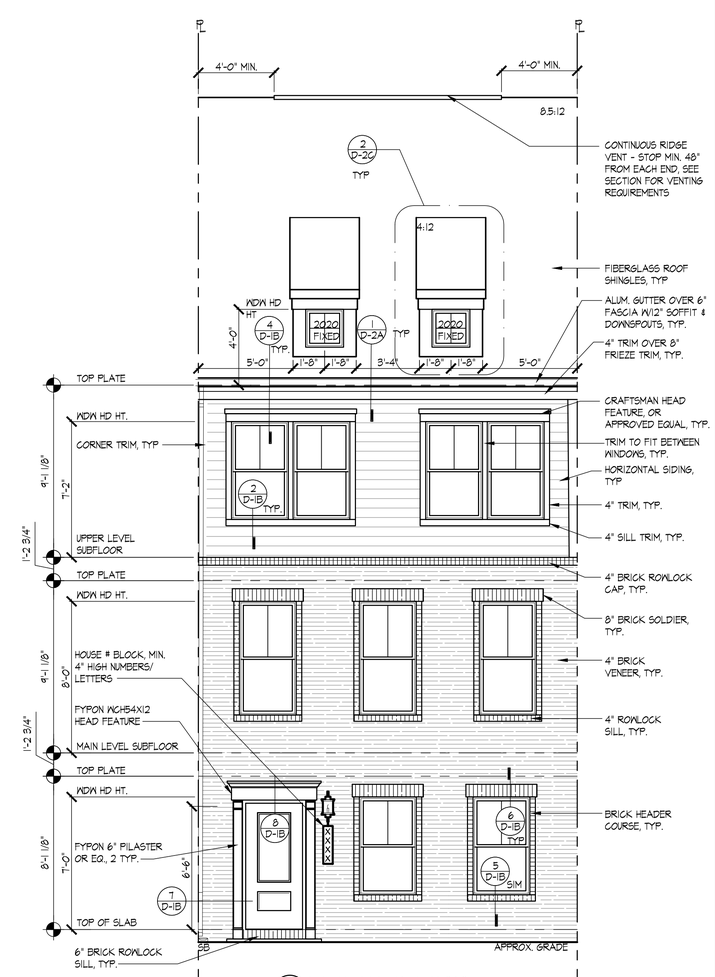


10 LEFT SIDE ELEVATION W/ OPT. LOFT/TERRACE & UPPER LVL WDW
SCALE 1/8"=1'-0" SHOWN W/ ELEV. "A"
OPT. 1902 & 9824

9 REAR ELEVATION W/ OPT. LOFT /TERRACE
SCALE 1/8"=1'-0" SHOWN W/ ELEV. "A" - SIM. W/ OTHER ELEVS.
OPT. 9824



8 RIGHT SIDE ELEVATION W/ OPT. LOFT /TERRACE
SCALE 1/8"=1'-0" SHOWN W/ ELEV. "A"
OPT. 1901 & 9824



1 FRONT ELEVATION "A"
SCALE 1/4"=1'-0"

STANLEY MARTIN HOMES
1110 PLAZA AMERICA DRIVE, SUITE 1100, RESTON, VA 20190
PHONE: (703) 464-3000 FAX: (703) 715-8076

SEAL:

MODEL:
JENKINS
SLAB
HB#: D05

ORIGINAL ISSUE DATE: 07/05/2018

REVISION(S):
07/11/2025

DRAWING DESCRIPTION:
ELEVATION "A" & ROOF PLANS

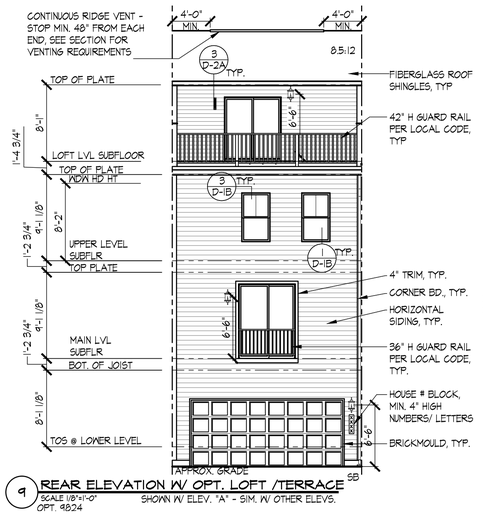
SHEET #
A-4A

© 2025, 2026 THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF STANLEY MARTIN HOMES, LLC AND MAY NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF STANLEY MARTIN HOMES, LLC. ALL DRAWING SETS MUST BE RETURNED UPON REQUEST.

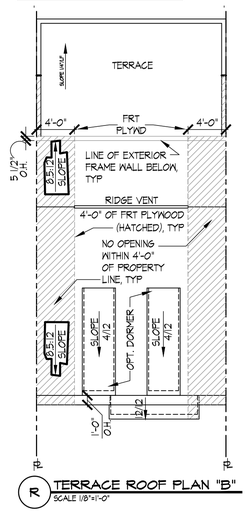
0 1'-0" 2'-0" 3'-0" 4'-0" 5'-0"
1/4" = 1'-0"
0 2'-0" 4'-0" 6'-0" 8'-0" 10'-0"
1/8" = 1'-0"
0 4" 8" 1'-0" 1'-4" 1'-8"
3/4" = 1'-0"

REAR AND SIDE ELEVATION GRILLS ARE OPTIONAL (OPT # 103414)

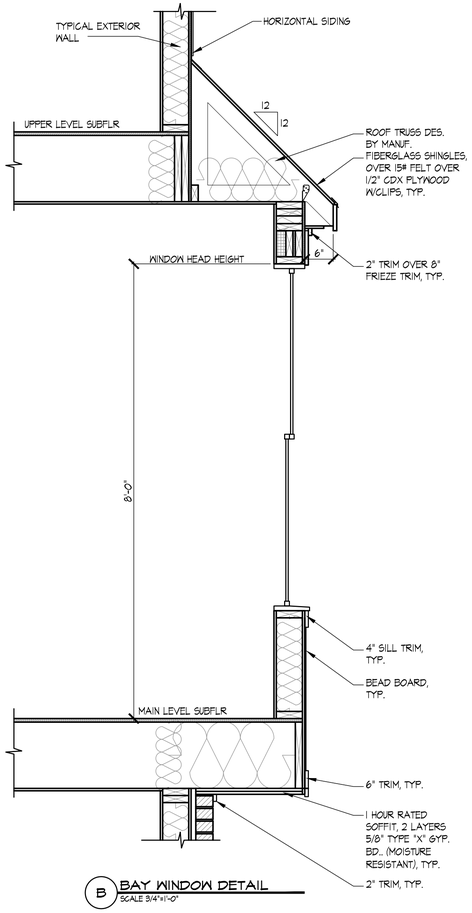
REFER TO PRODUCT BOOK FOR EXTERIOR TRIM



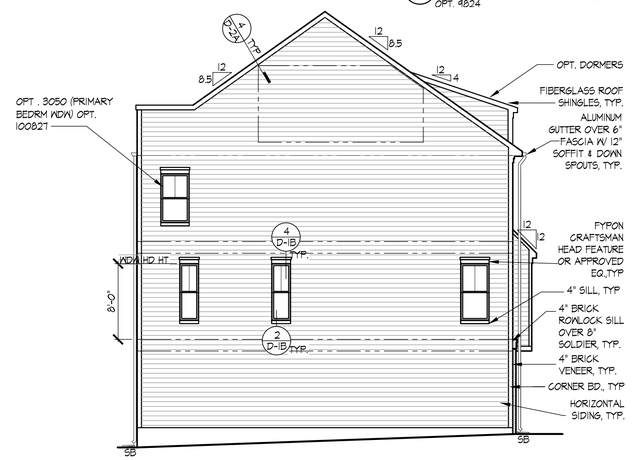
9 REAR ELEVATION W/ OPT. LOFT /TERRACE
SCALE 1/8"=1'-0" SHOWN W/ ELEV. "A" - SIM. W/ OTHER ELEVS.
OPT. 9824



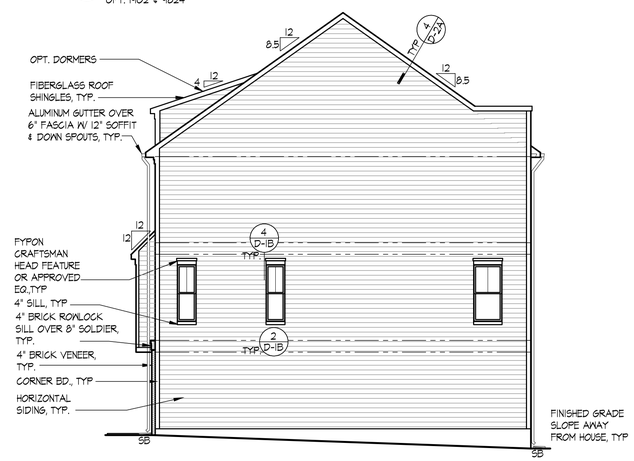
R TERRACE ROOF PLAN "B"
SCALE 1/8"=1'-0"



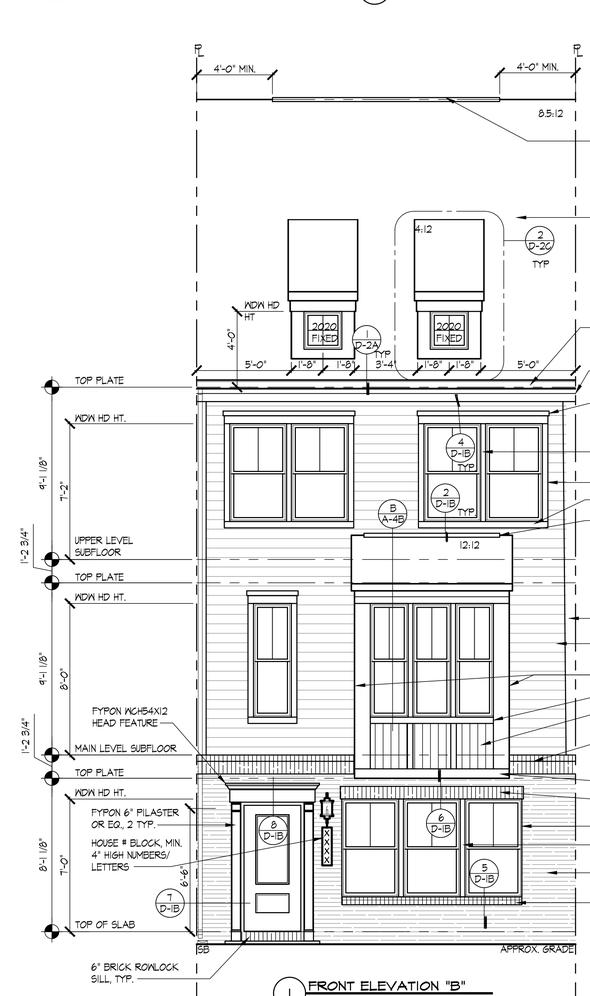
B BAY WINDOW DETAIL
SCALE 3/4"=1'-0"



10 LEFT SIDE ELEVATION W/ OPT. LOFT/TERRACE & UPPER LVL WDW
SCALE 1/8"=1'-0" SHOWN W/ ELEV. "B"
OPT. 1902 & 9824



8 RIGHT SIDE ELEVATION W/ OPT. LOFT /TERRACE
SCALE 1/8"=1'-0" SHOWN W/ ELEV. "B"
OPT. 1901 & 9824



1 FRONT ELEVATION "B"
SCALE 1/4"=1'-0"

STANLEY MARTIN HOMES
1110 PLAZA AMERICA DRIVE, SUITE 1100, RESTON, VA 20190
PHONE: (703) 464-5000 FAX: (703) 715-8076

SEAL:

MODEL: JENKINS SLAB HB#: D05

ORIGINAL ISSUE DATE: 07/05/2018

REVISION(S): 07/11/2025

DRAWING DESCRIPTION: ELEVATION "B" & ROOF PLANS

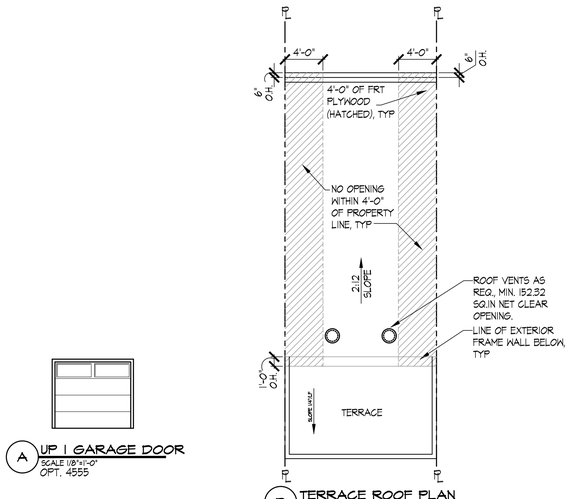
SHEET # A-4B

© 2025, 2026 THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF STANLEY MARTIN HOMES, LLC AND MAY NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF STANLEY MARTIN HOMES, LLC. ALL DRAWING SETS MUST BE RETURNED UPON REQUEST.

REFER TO PRODUCT BOOK FOR EXTERIOR TRIM

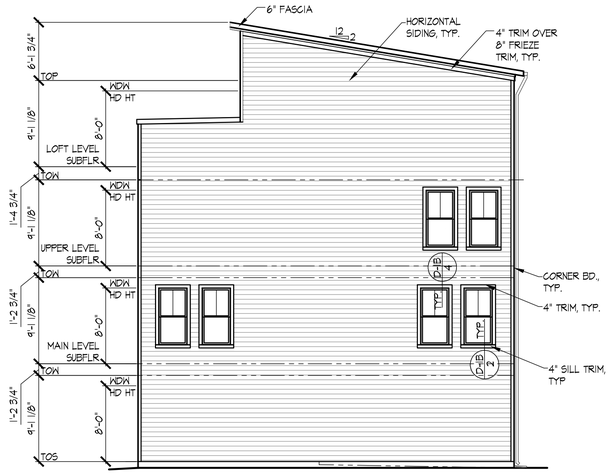
0 1'-0" 2'-0" 3'-0" 4'-0" 5'-0"
1/4" = 1'-0"

0 2'-0" 4'-0" 6'-0" 8'-0" 10'-0"
1/8" = 1'-0"

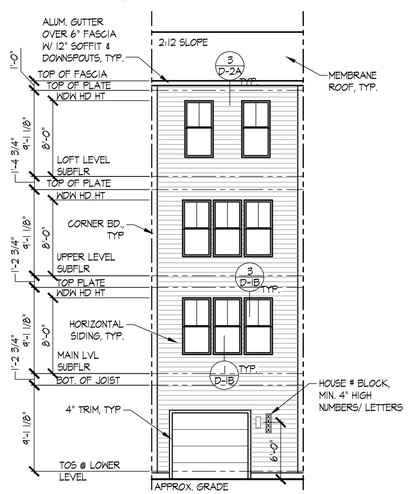


R TERRACE ROOF PLAN
SCALE 1/8"=1'-0"

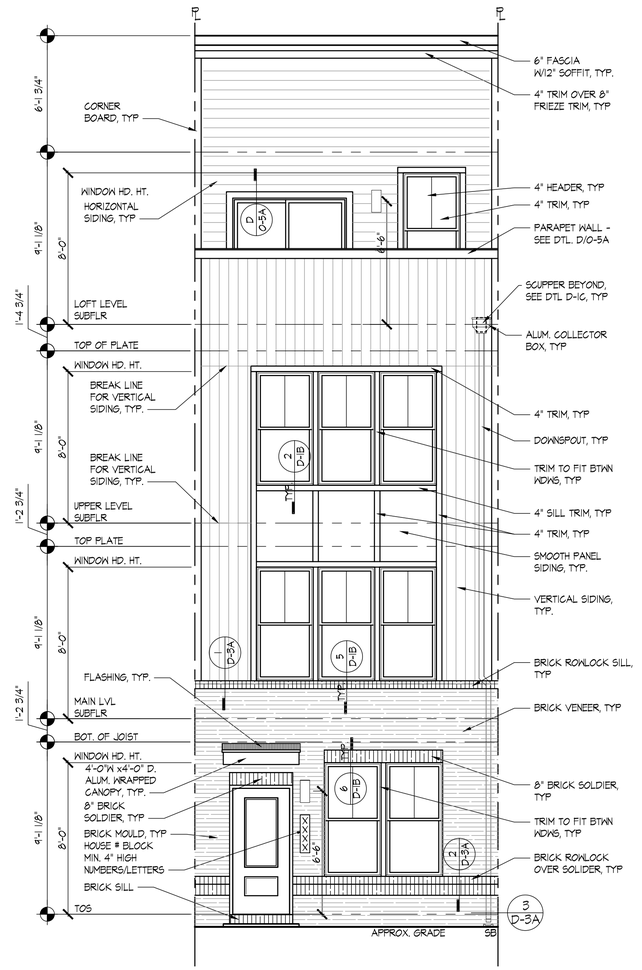
A UP 1 GARAGE DOOR
SCALE 1/8"=1'-0"
OPT. 4555



3 SIDE ELEVATION "A" W/ LOFT END UNIT
SCALE 1/8"=1'-0"
OPT. 1900



5 REAR ELEVATION W/OPT. LOFT LEVEL
SCALE 1/8"=1'-0"
ALL ELEV. SIM.



1 FRONT ELEVATION "A" W/ LOFT LEVEL
SCALE 1/4"=1'-0"

STANLEY MARTIN HOMES
1110 PLAZA AMERICA DRIVE, SUITE 1100, RESTON, VA 20190
PHONE: (703) 464-5000 FAX: (703) 715-8076

SEAL:

MODEL:
KELLY
SLAB
HBI#: 00155V02
GSP

ORIGINAL ISSUE DATE: 07/24/2020

REVISION(S):
04/07/2021
10/22/2021
05/11/2022
07/31/2025 FOR (GSP)

DRAWING DESCRIPTION:
ELEVATION "A" & ROOF PLANS

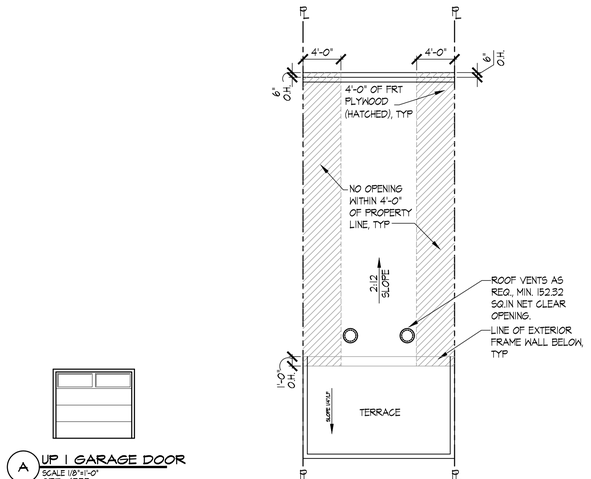
SHEET #
A-4A

© 2025, 2026 THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF STANLEY MARTIN HOMES LLC AND MAY NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF STANLEY MARTIN HOMES LLC. ALL DRAWING SETS MUST BE RETURNED UPON REQUEST.

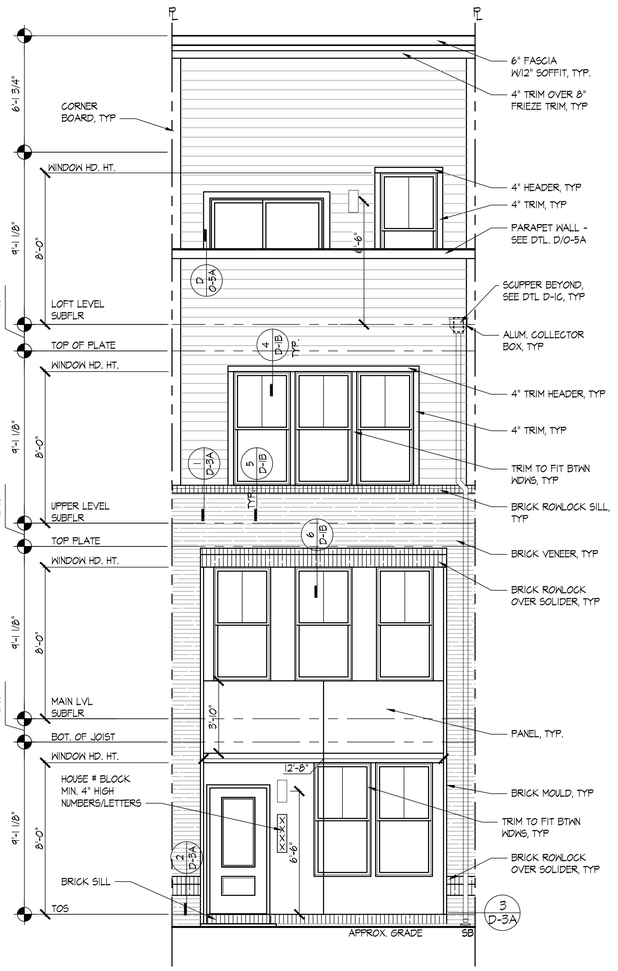
REFER TO PRODUCT BOOK FOR EXTERIOR TRIM

0 1'-0" 2'-0" 3'-0" 4'-0" 5'-0"
1/4" = 1'-0"

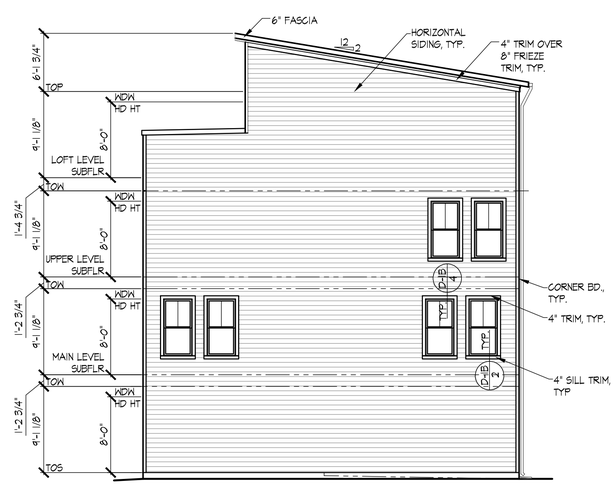
0 2'-0" 4'-0" 6'-0" 8'-0" 10'-0"
1/8" = 1'-0"



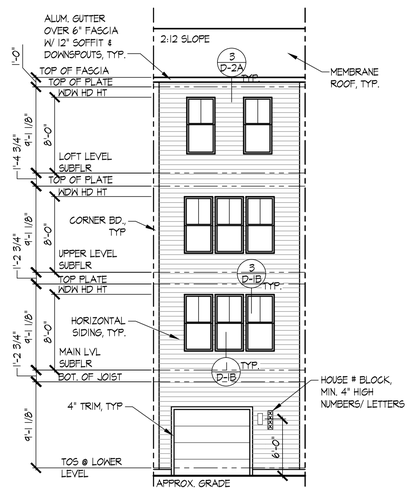
R TERRACE ROOF PLAN
SCALE 1/8"=1'-0"



2 FRONT ELEVATION "B" W/LOFT LEVEL
SCALE 1/4"=1'-0"



3 SIDE ELEVATION "A" W/ LOFT END UNIT
SCALE 1/8"=1'-0"
OPT. 1900



5 REAR ELEVATION W/OPT. LOFT LEVEL
SCALE 1/8"=1'-0"
ALL ELEV. SIM.

A UP 1 GARAGE DOOR
SCALE 1/8"=1'-0"
OPT. 4555

STANLEY MARTIN HOMES
1110 PLAZA AMERICA DRIVE, SUITE 1100, RESTON, VA 20190
PHONE: (703) 464-5000 FAX: (703) 715-8076

SEAL:

MODEL:
KELLY
SLAB
HBI#: 00155V02
GSP

ORIGINAL ISSUE DATE: 07/24/2020

REVISION(S):
04/07/2021
10/22/2021
05/11/2022
07/31/2025 FOR (GSP)

DRAWING DESCRIPTION:
ELEVATION "B" & ROOF PLANS

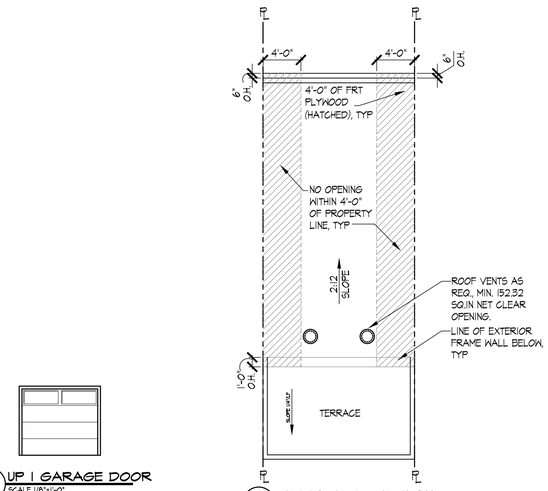
SHEET #
A-4B

THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF STANLEY MARTIN HOMES LLC AND MAY NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF STANLEY MARTIN HOMES LLC. ALL DRAWING SETS MUST BE RETURNED UPON REQUEST.
©2025, 2026

REFER TO PRODUCT BOOK FOR EXTERIOR TRIM

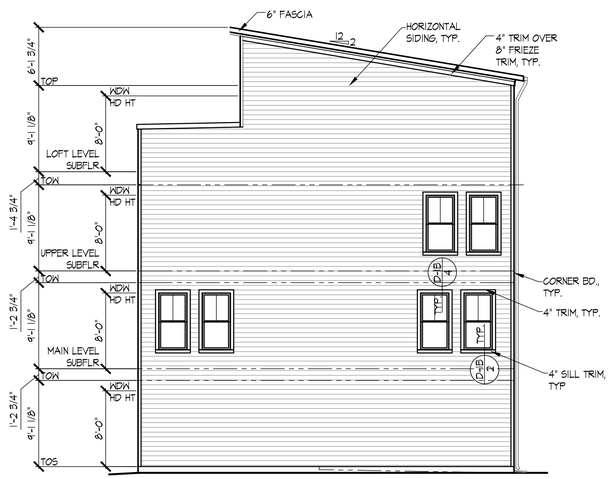
0 1'-0" 2'-0" 3'-0" 4'-0" 5'-0"
1/4" = 1'-0"

0 2'-0" 4'-0" 6'-0" 8'-0" 10'-0"
1/8" = 1'-0"

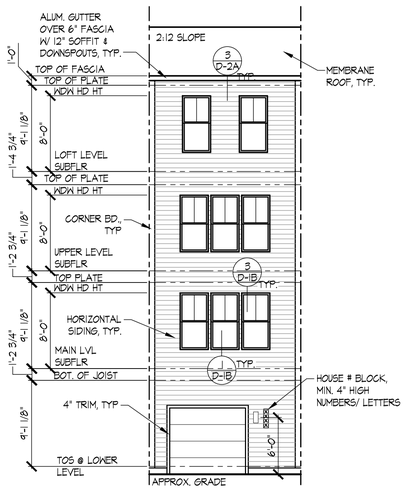


R TERRACE ROOF PLAN
SCALE 1/8"=1'-0"

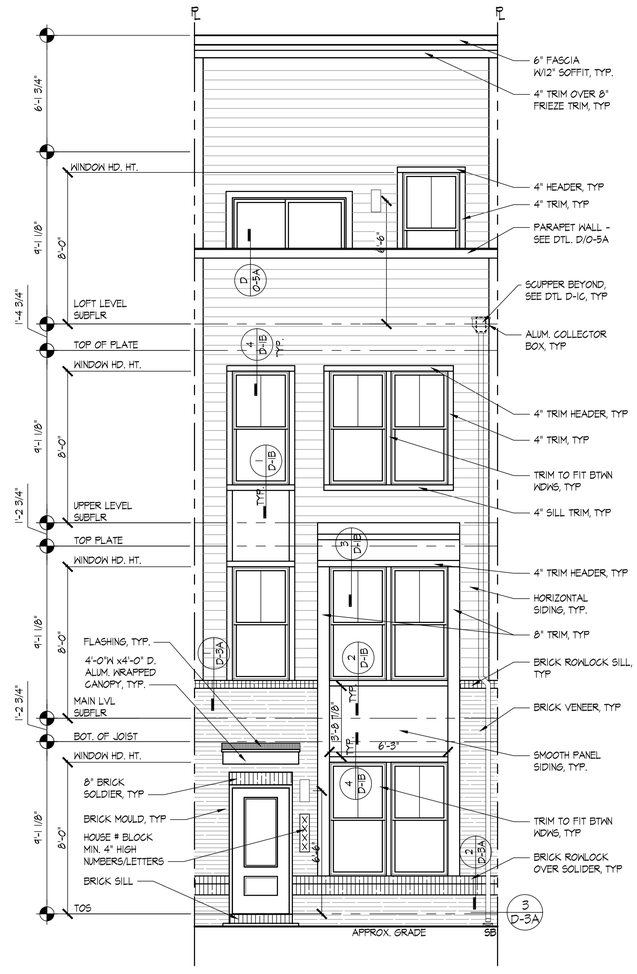
A UP 1 GARAGE DOOR
SCALE 1/8"=1'-0"
OPT. 4555



3 SIDE ELEVATION "A" W/ LOFT END UNIT
SCALE 1/8"=1'-0"
OPT. 1900



5 REAR ELEVATION W/OPT. LOFT LEVEL
SCALE 1/8"=1'-0"
ALL ELEV. SIM.



3 FRONT ELEVATION "C" W/LOFT LEVEL
SCALE 1/4"=1'-0"

STANLEY MARTIN HOMES
1110 PLAZA AMERICA DRIVE, SUITE 1100, RESTON, VA 20190
PHONE: (703) 464-5000 FAX: (703) 715-8076

SEAL:

MODEL:
KELLY
SLAB
HBI#: 00155V02
GSP

ORIGINAL ISSUE DATE: 07/24/2020

REVISION(S):
04/07/2021
10/22/2021
05/11/2022
07/31/2025 FOR (GSP)

DRAWING DESCRIPTION:
ELEVATION "C" & ROOF PLANS

SHEET #
A-4C

© 2025, 2026 THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF STANLEY MARTIN HOMES LLC AND MAY NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE KRITTEN PERMISSION OF STANLEY MARTIN HOMES LLC. ALL DRAWING SETS MUST BE RETURNED UPON REQUEST.





EXAMPLE COLORS

Knox Crossing (R25-16)

Community Meeting Report

Date: January 5, 2026

Time: 6:00 pm – 7:00 pm

Location: Lake Norman Church of Christ, 17634 Caldwell Station Road, Huntersville 28078

Roster of Persons in Attendance: **See attached sign-in sheets**

Agenda:

1. Applicant presentation & rezoning description
2. Attendees' question & answer session

Applicant and the attendees discussed the following comments and questions:

General Discussion

- Development team introduction, background, and project history.
- The Applicant shared the PowerPoint presentation attached to this Community Meeting Report.
- Discussion around Huntersville's future development plans (2040 plan, greenway plans and small area plans) and how these policies shaped the Knox Crossing project.
- General discussion about development in the area including the future transit station, rail line, NCDOT Sam Furr Road improvements, and projects in the activity and mixed-use centers.
- Discussion about how the Knox Crossing project complements and fits in with the Station South project to the North.
- General discussion regarding safety and pedestrian walkability throughout the corridor, specifically pedestrian traffic to and from the future transit station.
- Open space discussion (largest percentage use on the property) and identification on the site plan showing community gardens, parks, and additional gathering spaces.
- Overview of the rezoning process and upcoming public meetings.

Questions

***Answers in bold**

- How long until this project is built? **After rezoning approval there will be at least 8 months of design and construction document review. Once this process is complete it will be at least another 1.5-2 years until the project is built out. Overall, the estimate is that the project will be complete 2 years after rezoning approval.**
- Is this the final version of the plan? **No, the review and revision process is ongoing. This iteration of the plan is still undergoing some revisions and will be resubmitted to the Town as the second version on or before January 13th.**
- Do you have examples of other similar projects that you have completed or started? **Mallard Creek in Charlotte is a project will similar ingredients, it is a grocer anchored**

mixed-use project with apartments and for sale housing. We have a project in Gaithersburg, Maryland (Washington DC MSA) that is a 100-acre mall revitalization with office, 700+ apartments, 600 + for sale housing units, retail uses (including grocery) vertically stacked. Also, the second slide of the PowerPoint highlights a development in downtown Charleston, SC that is vertical with apartments, restaurants, grocery, smaller retail, and a spa.

- What are the next steps in the public process? **The Applicant explained that the next steps are a public hearing, planning board and then town board final action.**
- What are the roads that will go through this site? **The Applicant responded that Seagle Street will be extended North/South to the adjacent Caldwell Crossing and Station South developments to connect to Sam Furr Road and Highway 115.**
- Do you know what grocery store will go into the development? **There are potentially one of 3 grocers that could go into that site. As the development process continues the Applicant will narrow the decision to a final candidate. But we are looking to finalize that as soon as possible.**
- Is a gas station planned? **Many grocery stores have a gas station or drive-thru pharmacy component and the Applicant does not want to limit any potential grocer that has that type of model.**
- Is there any connection to the property from Highway 115? **CATS and Norfolk Southern will not permit another crossing from Highway 115 to Knox Crossing. The internal road network of the project will connect to the projects to the North (Station South and Caldwell Crossing) and provide access in and out via a signalized intersection.**

COMMUNITY MEETING
SIGN IN SHEET
January 5, 2026, 6:00pm to 7:00pm
R25-16 Station South Rezoning
Location: Lake Norman Church of Christ
17634 Caldwell Station Road, Huntersville, NC 28078

ATTENDEE NAME	ADDRESS (optional)
MARTY + FAYE CAIN	
JAREN & MICHELE EDWARDS	102 PARR DRIVE
PARMEET SINGH	
Charles Knox	



KNOX CROSSING

Huntersville, NC

WRS INC
REAL ESTATE INVESTMENTS

METROCOLOGY

FORESITE group

PRESTIGE

KNOX CROSSING
Huntersville, NC

WRS Inc. is a full-service commercial real estate development and investment firm, specializing in retail, office, industrial, and residential projects.

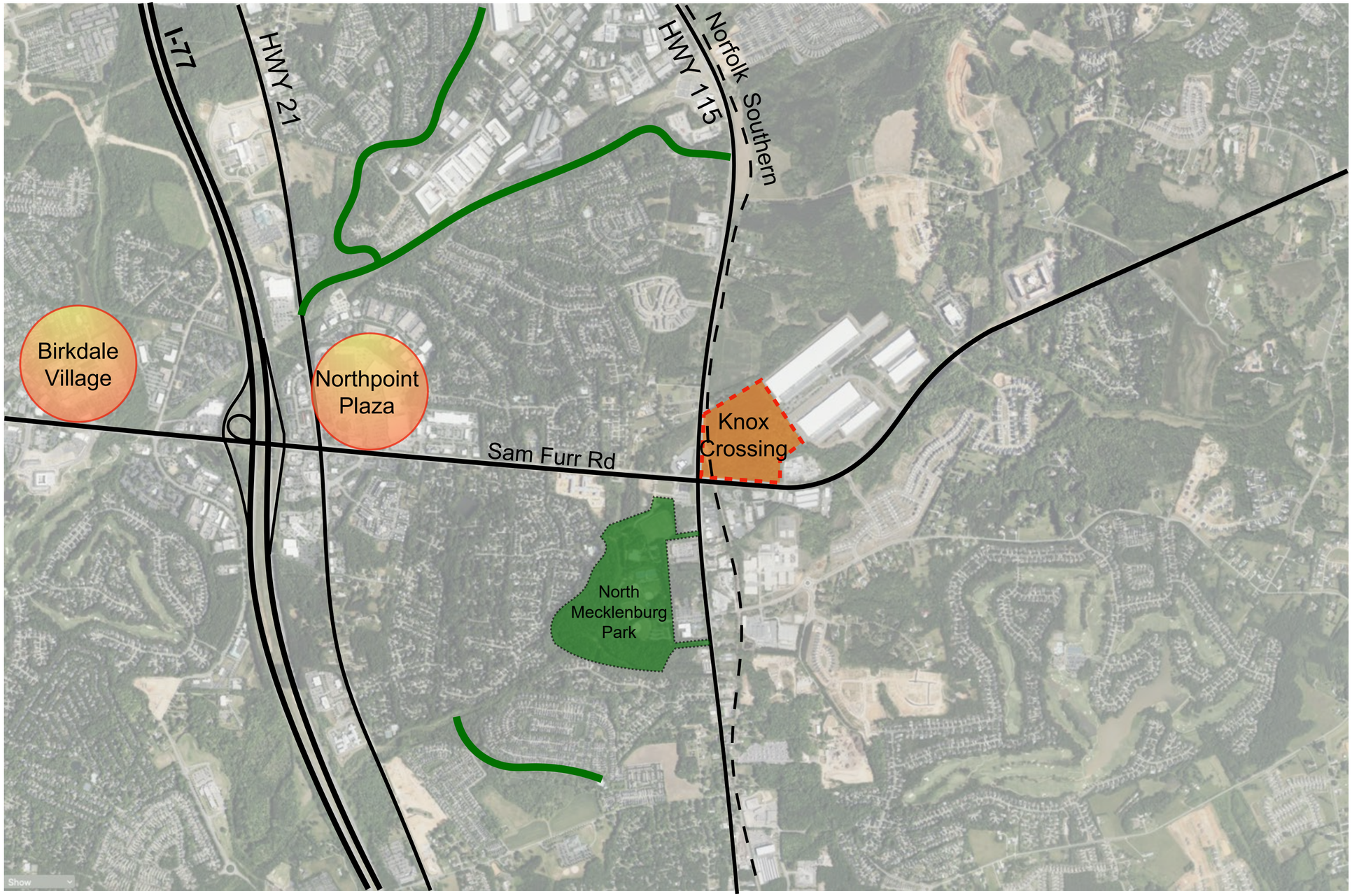
Since its founding in 2001 WRS has developed more than 45 anchored retail developments and mixed-use projects across the Southeast, totaling over 10 million square feet of floor space.

WRS's extensive portfolio attests to the Firm's ability to deliver exceptional results across various real estate sectors. Our experience spans site selection, acquisition, entitlement, development, and long-term asset management. WRS Inc. manages every phase of each project in-house providing leasing, brokerage, property management, accounting, and construction management.

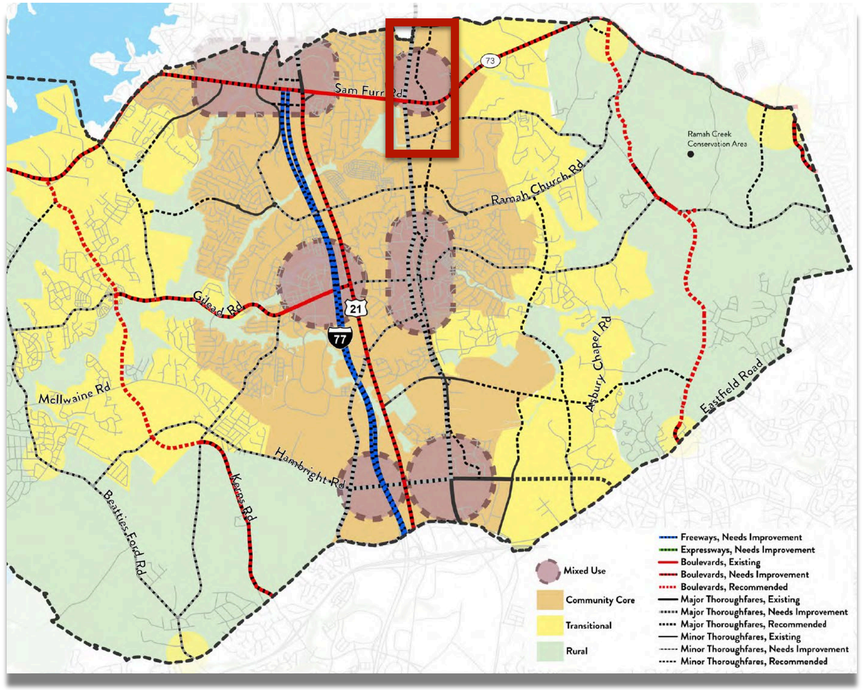
This vertically integrated model has been a pillar to WRS's long-term success. It ensures efficient project execution and consistently delivery of premium development assets. The WRS leadership team remains committed to operational excellence and long-term partnerships that create lasting value.

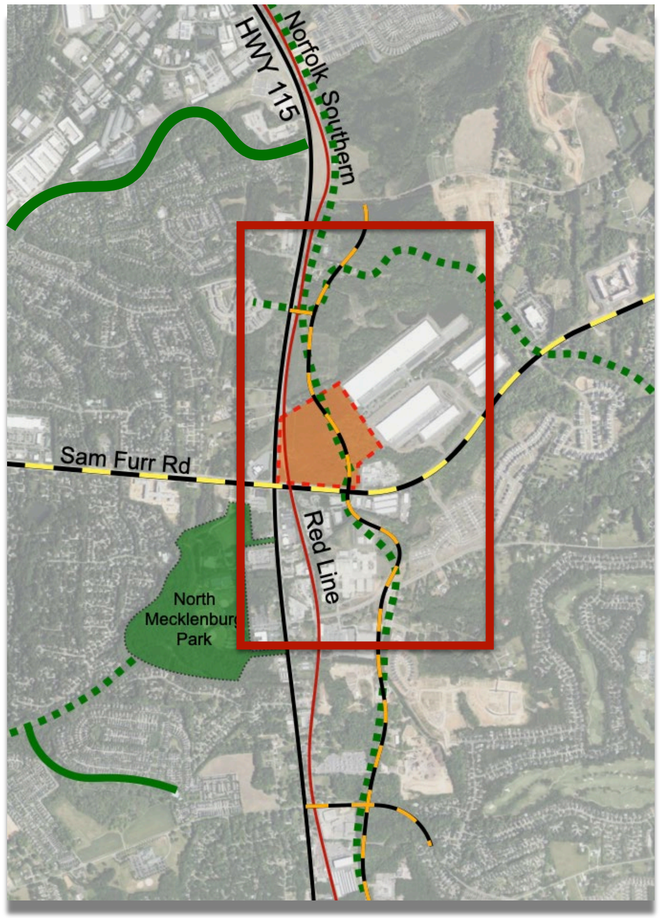
KNOX CROSSING

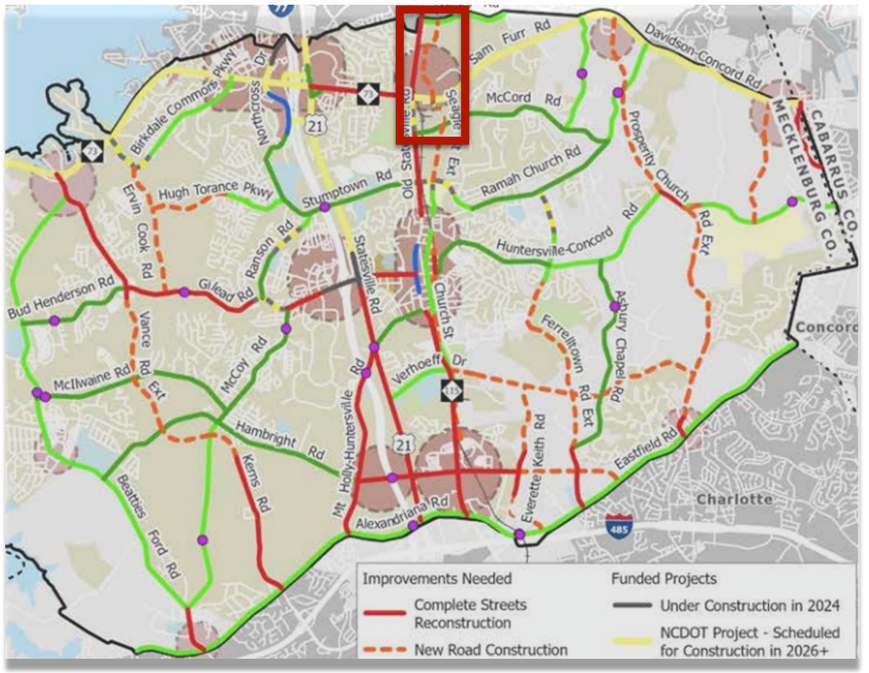
Huntersville, NC

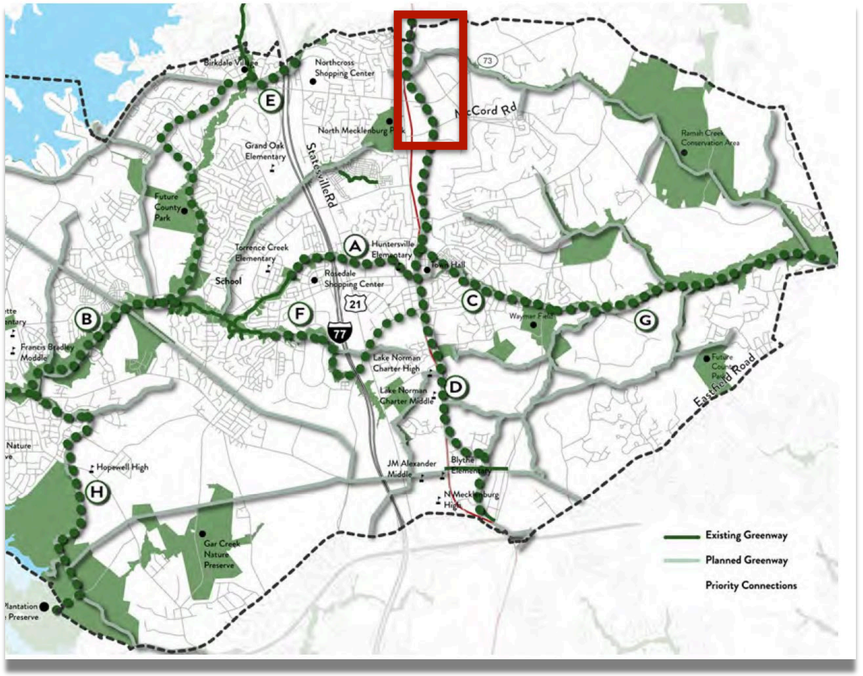


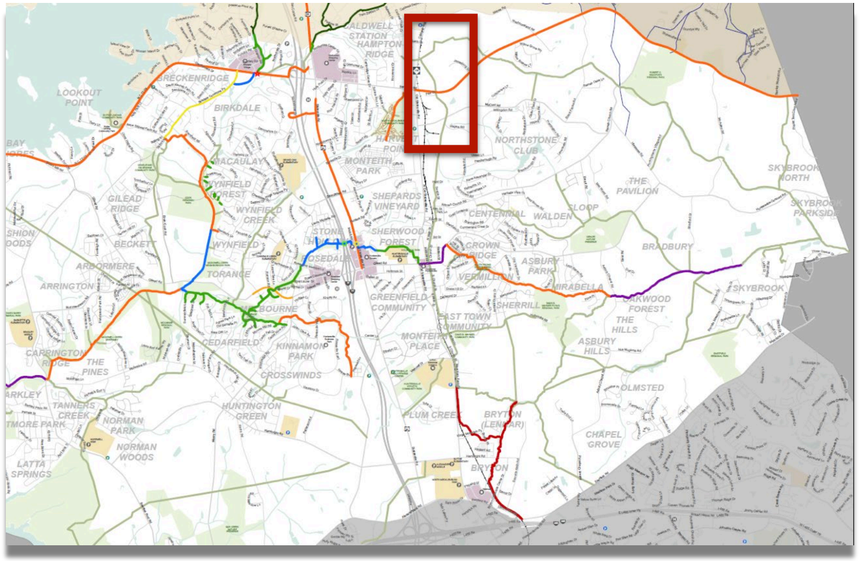
KNOX CROSSING
Huntersville, NC









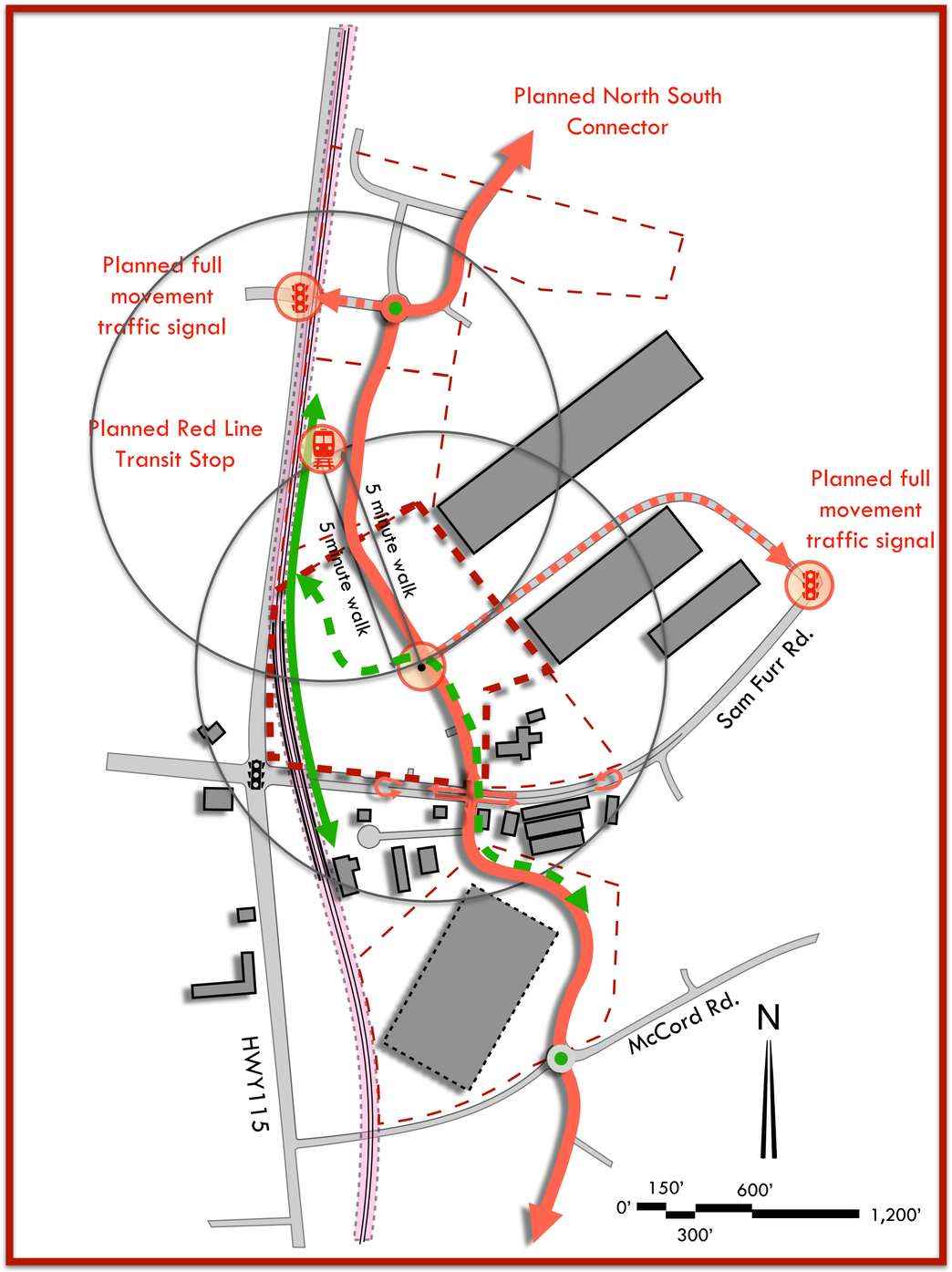


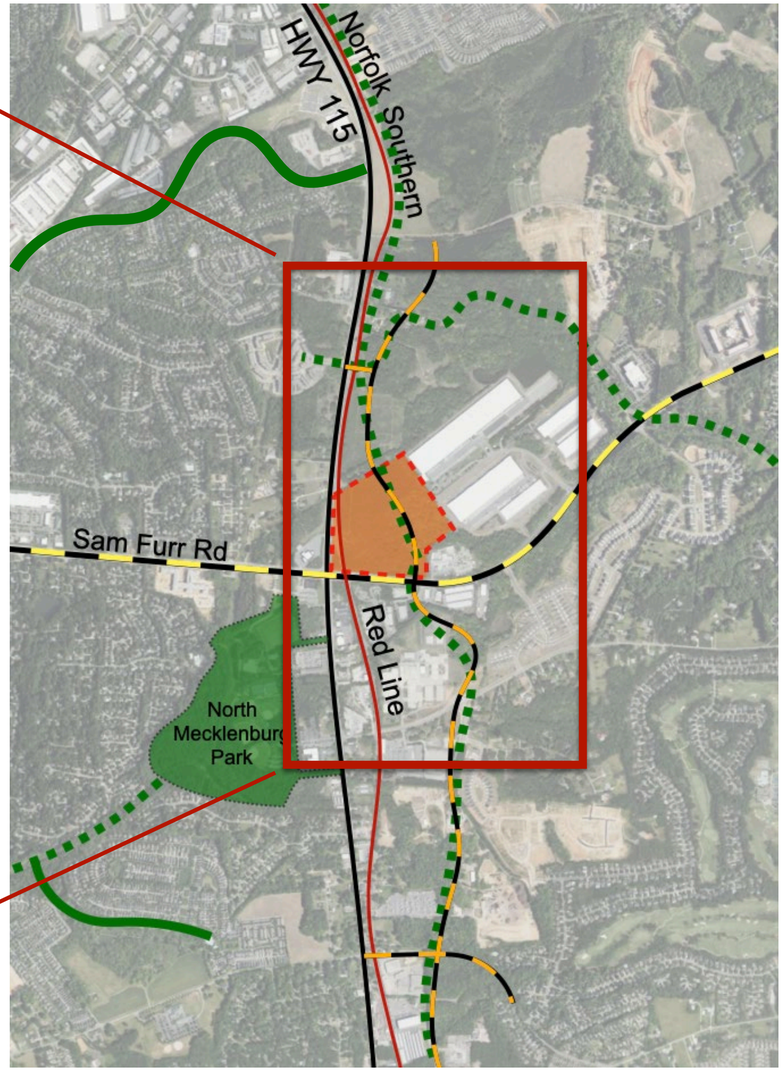
KNOX CROSSING

Huntersville, NC



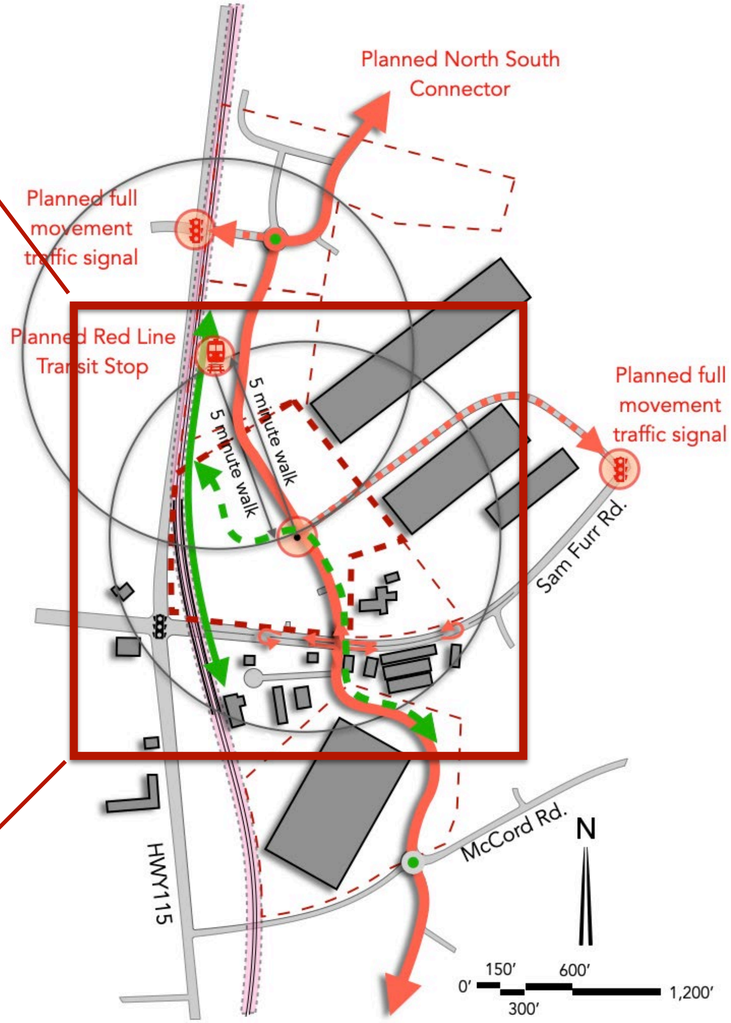
KNOX CROSSING
Huntersville, NC





KNOX CROSSING
Huntersville, NC





KNOX CROSSING

Huntersville, NC





KNOX CROSSING

Huntersville, NC



KNOX CROSSING
Huntersville, NC

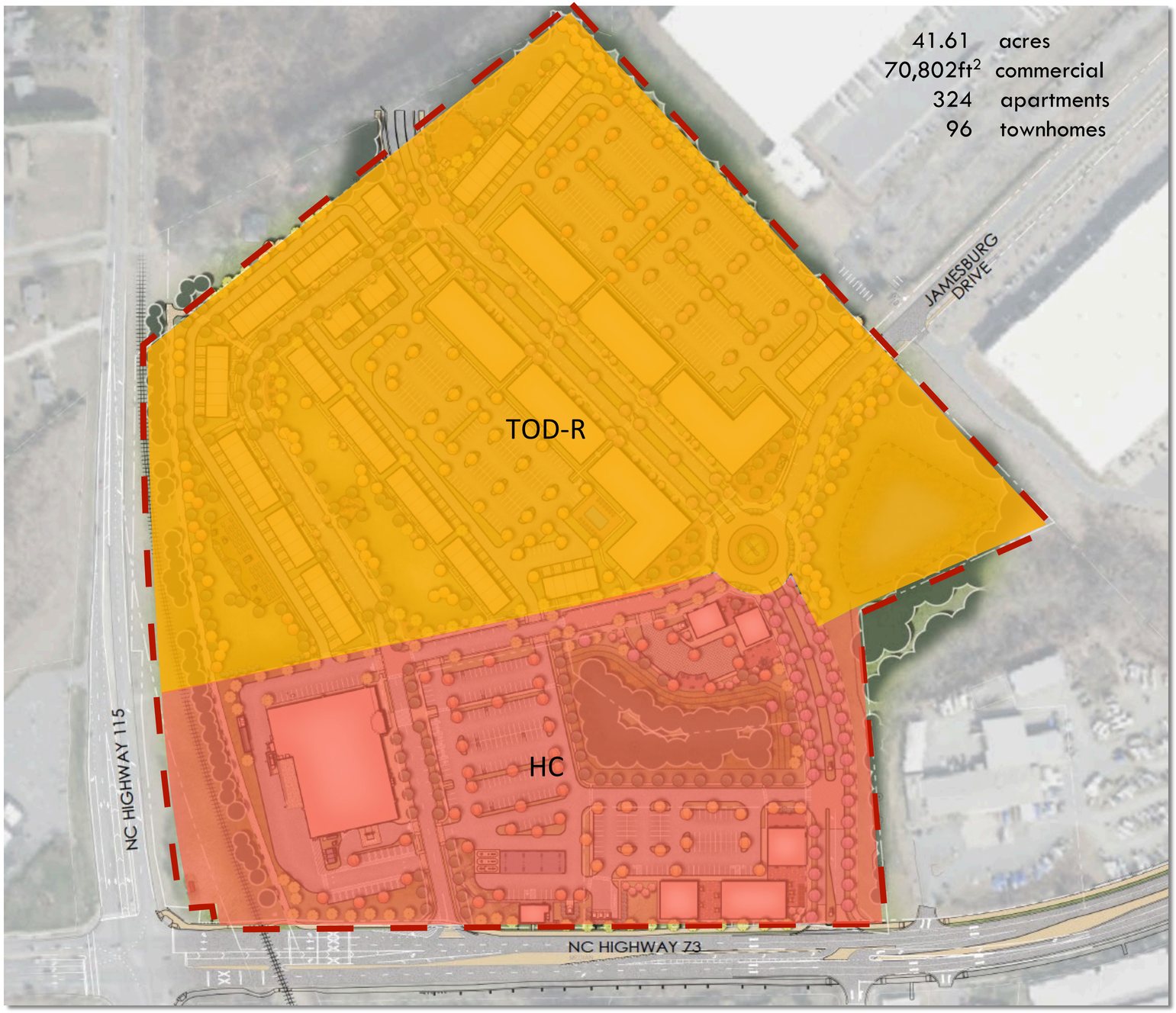




Mixed Use Centers

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.

KNOX CROSSING
Huntersville, NC



3.2.13 Transit Oriented Development - Residential (TOD-R)

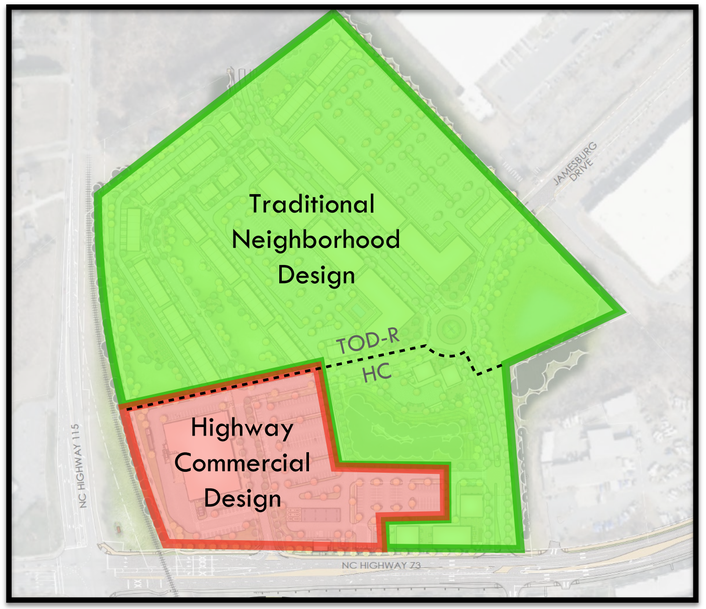
Intent: The TOD-R District is established to support higher density residential communities that include a rich mix of retail, restaurant, service, and small employment uses within a pedestrian village format. Land consuming uses, such as large housing and large retail outlets are excluded from this District. The TOD-R may be located on developable and re-developable parcels generally found within the 1/2 mile catchment area of designated rapid transit station sites. Nothing in these regulations shall preclude application of the TOD-R beyond the 1/2 mile radius when site-specific development plans demonstrate efficient resident access to a rapid transit station.

The District establishes a primarily residential village within a 10 minute walk of a designated rapid transit station that serves a residential population of sufficient size to constitute an origin and destination for purposes of rapid transit service.

3.2.7 Highway Commercial (HC)

Intent: The HC District is established to provide primarily for auto-dependent uses in areas not amenable to easy pedestrian access and a comfortable pedestrian environment. It is expected that the HC District will serve not only the Huntersville Community, but intestate travelers as well. Because of the scale and access requirements of uses in this category, they often cannot be compatibly integrated within a Town Center or Neighborhood Center District. Development at district boundaries must provide a compatible transition to uses outside the district; property boundaries adjacent to freeways or expressways will require a 50 foot foliated buffer yard; and frontages on major or minor arterials will require formal street tree plantings.

KNOX CROSSING
Huntersville, NC



32 Acres
79% of total

8.8 Acres
22% of total

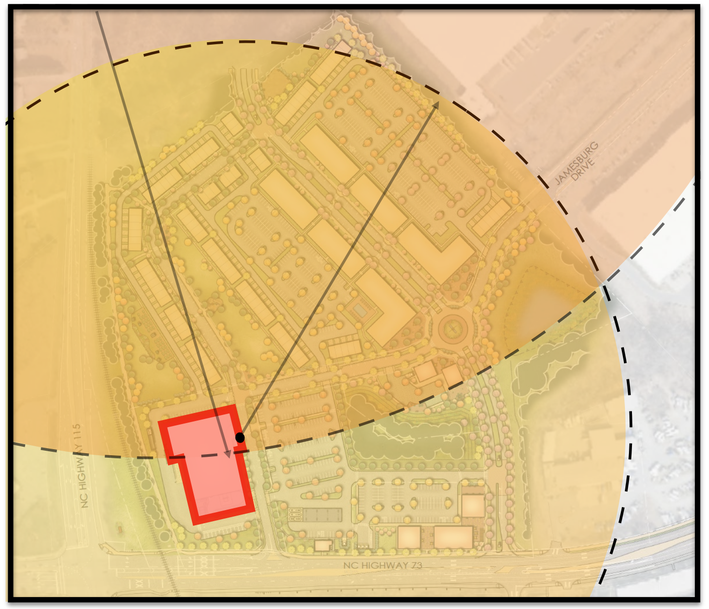


10.2 Acres
25.3% of total



500ft radius
walking circle

Pedestrian
Open Space
Connections



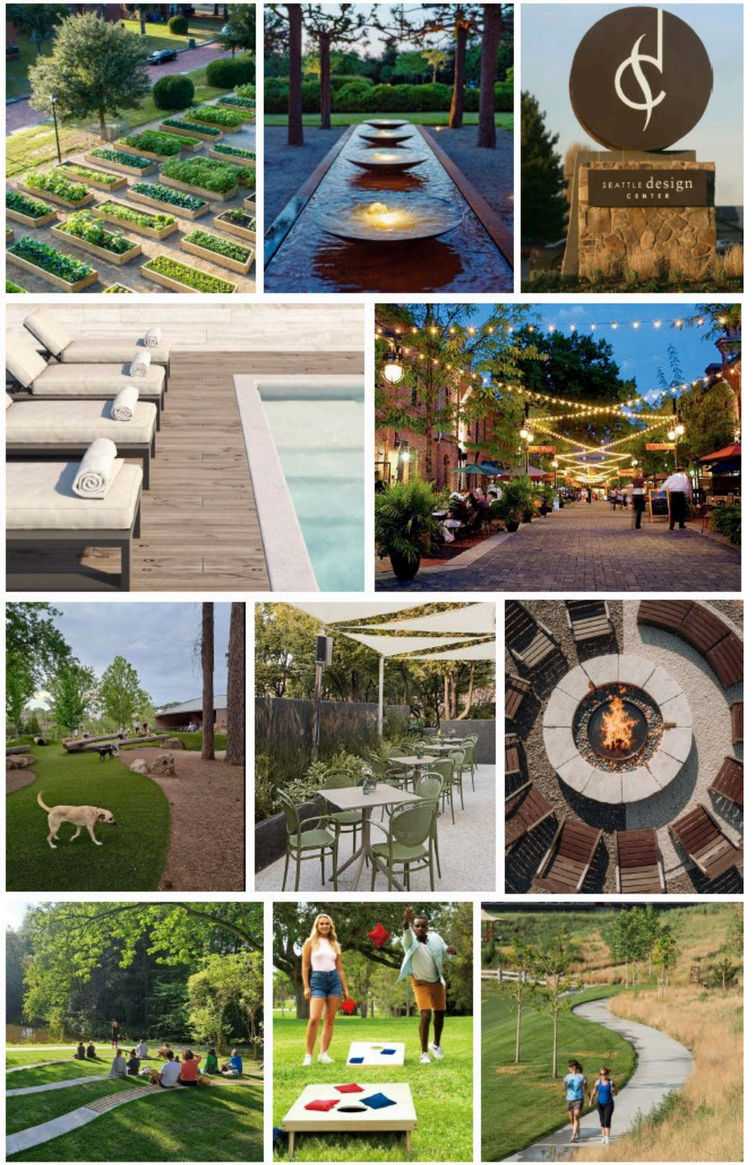
1,250ft radius
walking circle

2,000ft radius
walking circle

KNOX CROSSING

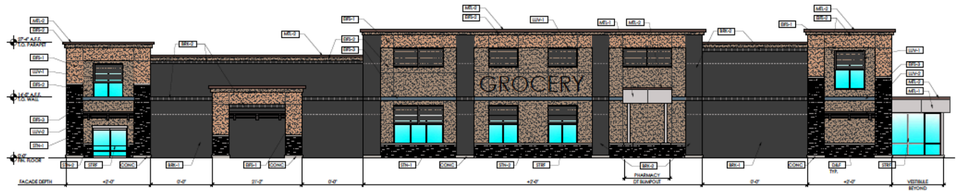
Huntersville, NC





KNOX CROSSING
Huntersville, NC

COMMERCIAL



4 SOUTH SIDE ELEVATION
SCALE: 3/32" = 1'-0"



1 EAST FRONT ELEVATION
SCALE: 3/32" = 1'-0"

MULTIFAMILY



BLDG 1 - SOUTH ELEVATION 2
1/8" = 1'-0"



BLDG 1 - NORTH ELEVATION 1
1/8" = 1'-0"

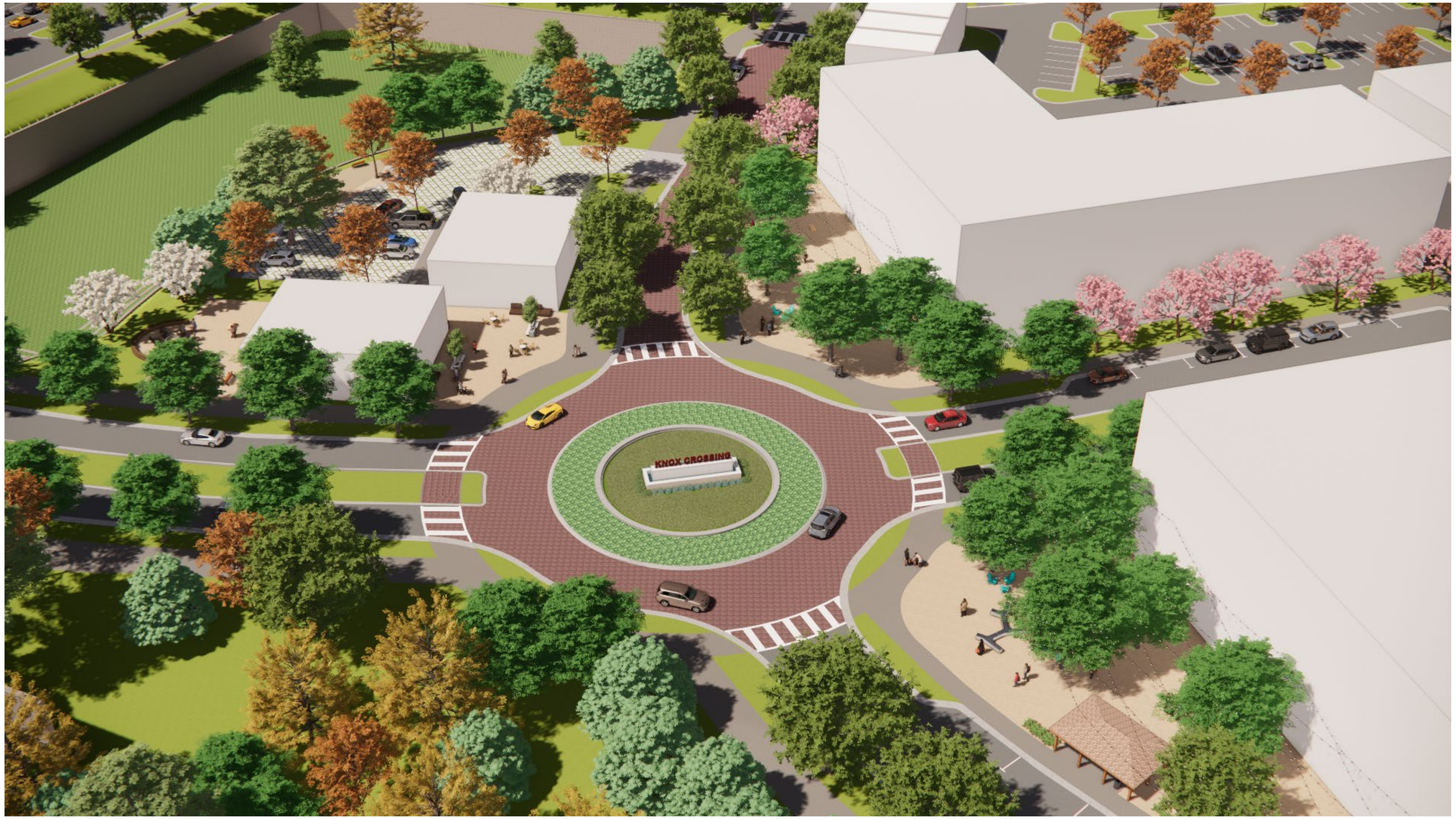
ATTACHED SINGLE FAMILY





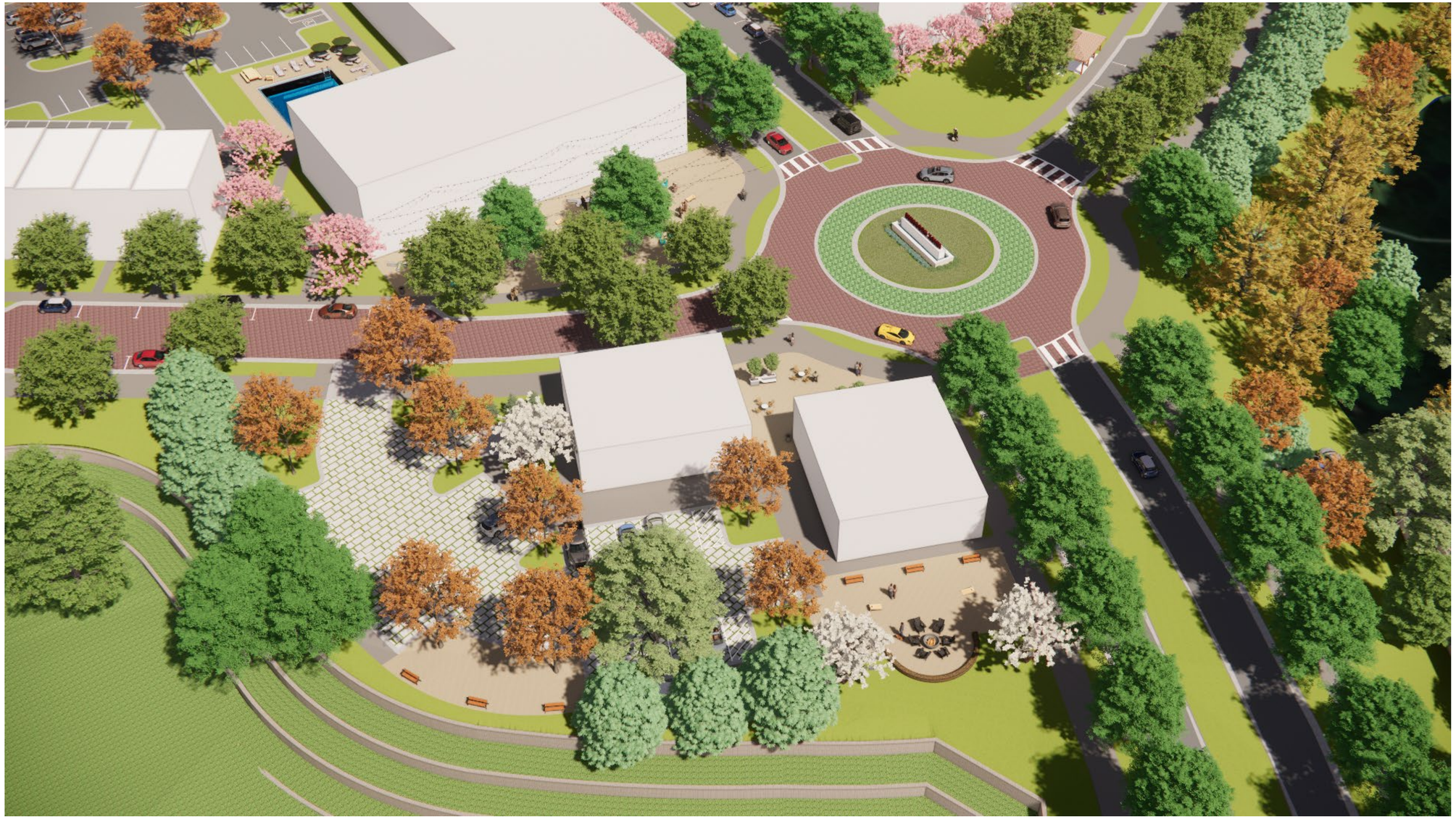
KNOX CROSSING

Huntersville, NC



KNOX CROSSING

Huntersville, NC



KNOX CROSSING

Huntersville, NC



KNOX CROSSING

Huntersville, NC



KNOX CROSSING

Huntersville, NC



KNOX CROSSING
Huntersville, NC



REZONING SCHEDULE

- Public Hearing - February 3rd
- Planning Board Meeting - February 24th
- Town Board Decision - March 17th



KNOX CROSSING

Huntersville, NC

WRS INC
REAL ESTATE INVESTMENTS

METROCOLOGY

FORESITE group

PRESTIGE

December 17, 2025

SUBJECT: Notice of community meeting for information related to the R25-16 “Knox Crossing” conditional rezoning of approximately 43.97 acres on the Northeast Intersection of Sam Furr (NC 73) and Old Statesville Road (NC 115), Huntersville, NC, shown on the map below and having Parcel ID Numbers of 01121105 and 01121106. The Applicant for the subject property is WLA Enterprises, Inc.

To Whom It May Concern:

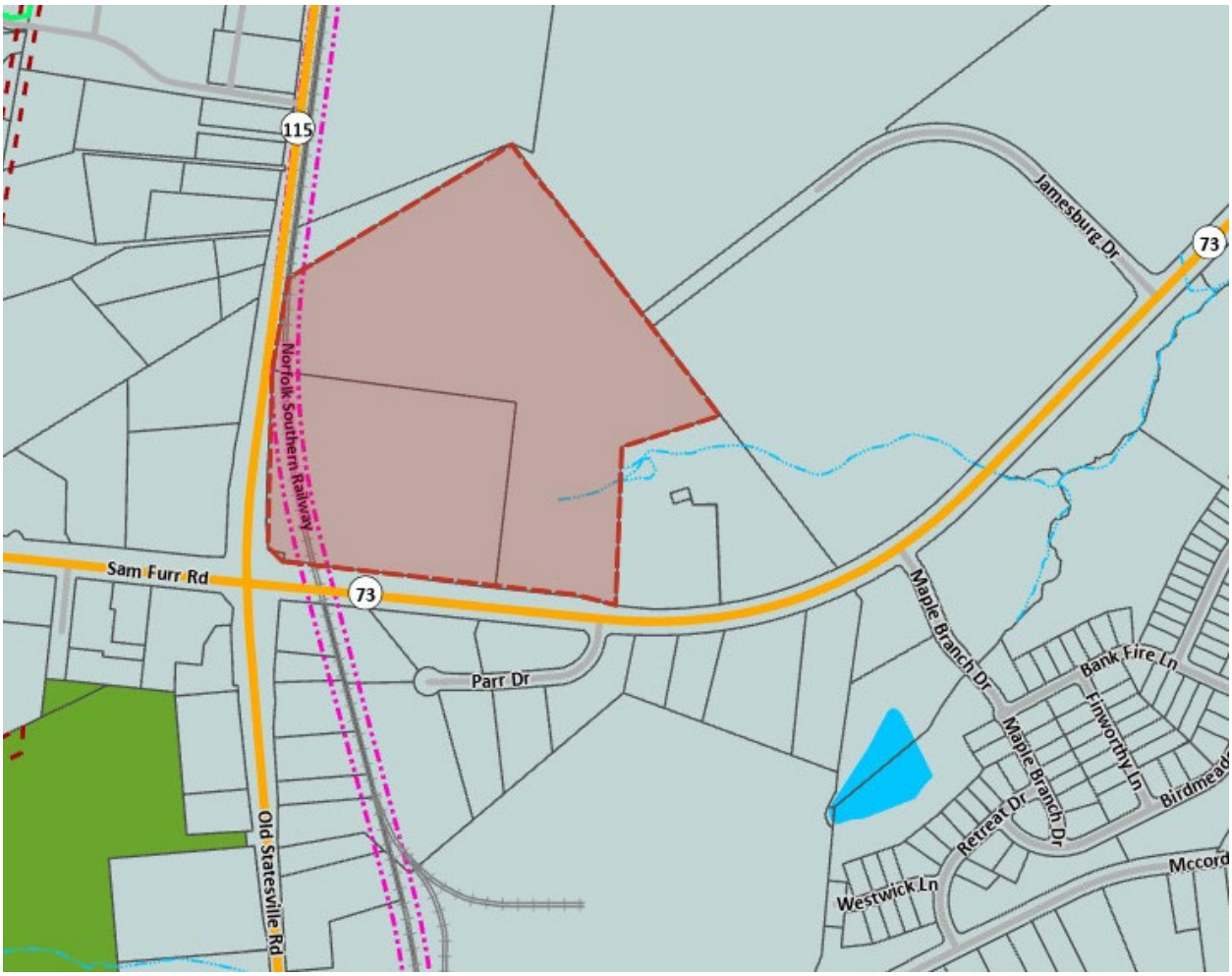
Recipients of this letter meet the notification requirements of the Town of Huntersville as being adjacent landowners with at least a portion of their properties located within 250 ft. of the subject property, and neighborhood organizations registered with the Town of Huntersville within 2,000 ft. of any portion of the rezoning site. The purpose of the community meeting is to provide an opportunity for the Applicant to describe the proposed project and to answer any questions you may have. The Applicant is requesting approval from the Town for a Conditional Rezoning from the current zoning of CB(CD) to the proposed zoning of HC(CD) and TOD-R(CD) to construct a mixed-use development.

MEETING DETAILS:
6:00 P.M. to 7:00 P.M.
January 5, 2026
Lake Norman Church of Christ
17634 State Rd 2431
Huntersville, NC 28078

You are welcome to attend the above-mentioned neighborhood meeting. There will be an additional opportunity to ask questions about the proposed development.

Sincerely,

WLA Enterprises, Inc.


115
73
Jamesburg Dr
Norfolk Southern Railway
Sam Furr Rd
73
Parr Dr
Maple Branch Dr
Bank Fire Ln
Finworthy Ln
Maple Branch Dr
Birdmead
Retreat Dr
Mccord
Westwick Ln
Old Statesville Rd

ownrlstnme	ownrfrstnm	ownr2lstnm	ownr2frstn	mailaddr1	zipcode	state	mailcity
ALLEN	SHARON			58 FISH DANCER CT	29910	SC	BLUFFTON
CAIN	MARTIN D	CAIN	FAYE H	P.O. BOX 623	28070-0623	NC	HUNTERSVILLE
CALDWELL STATION HOMEOWNERS ASSOCIAtION				919 NORLAN RD	28203		CHARLOTTE
CARLTON	GARY SCOTT	BECKY KNOX		17103 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
CARLTON	GARY SCOTT			17103 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
DONCO PROPERTIES LLC				11235 SAM FURR RD SUITE 101	28078	NC	HUNTERSVILLE
DONCO PROPERTIES LLC				11235 SAM FURR RD SUITE 101	28078	NC	HUNTERSVILLE
DONCO PROPERTIES LLC				11235 SAM FURR RD SUITE 101	28078	NC	HUNTERSVILLE
EDWARDS ENTERPRISES INC				2478 CHRISTENBURY HALL NW	28027-3348	NC	CONCORD
GANDY	CLINTON M	GANDY	MARIA	17027 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
GANDY	CLINTON M	GANDY	MARIA	17027 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
GANDY	CLINTON M			13423 NORSEMAN LN	28078	NC	HUNTERSVILLE
GANDY	CLINTON M			17027 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
GANDY	CLINTON M	GANDY	MARIA	13423 NORSEMAN LN	28078	NC	HUNTERSVILLE
GGG&B LLC				115 E PARK AVE SUITE B	28203	NC	CHARLOTTE
GGG&B LLC				115 E PARK AVE SUITE B	28203	NC	CHARLOTTE
GLORY CHURCH WORLD OUTREACH	MINISTRIES INC			PO BOX 481300	28269	NC	CHARLOTTE
HAMPTON RIDGE HOMEOWERS				525077 Center DR STE 350	28217-0718	NC	HUNTERSVILLE
HEATH	CONNIE WASHAM			3500 TALL PINE CT	28409	NC	WILMINGTON
HUNTERSVILLE CORNER LLC		C/O THE KNOX CROUP		19725 OAK ST STE 8	28031	NC	CORNELIUS
IPT CHARLOTTE DC LP		C/O PROLOGIS RE TAX		1800 WAZEE ST STE 500	80202	CO	DENVER
JOHN M RAYMER JR	REVOCALBLE TRUST			PO BOX 36	28111	NC	MONROE
KELLY	MICHAEL GREY	CALDWELL	JUDITH K	20825 LAGOONA DR	28031	NC	CORNELIUS
KNOX	SANDRA L	KELLY	MICHAEL GREY	19453 W CATAWBA AVE	28031	NC	CORNELIUS
LCV INVESTMENTS LLC				8405 SANDOWNE LN	28078	NC	HUNTERSVILLE
MDH FI HUNTERSVILLE JV LLC				PO BOX 250509	30325	GA	ATLANTA
MDH FI HUNTERSVILLE JV LLC				PO BOX 250509	30325	GA	ATLANTA
NORTHBROOK PROPERTY OWNERS ASSOCIATION				600 MATHEWS MINT HILL RD	38205-1847	NC	MATTHEWS
OVERCASH	JUNE			PO BOX 1755	28070	NC	HUNTERSVILLE
RAYMER-KEPNER FUNERAL HOME AND CREMATION SERVICES				16901 OLD STATESVILLE RD	28078	NC	HUNTERSVILLE
SWEETGRASS HOLDINGS LLC				PO BOX 1401	28036	NC	DAVIDSON
THE KATZ FAMILY	TRUST	KATZ	JERRY	PO BOX 1610	21030	MD	COCKEYSVILLE
WINSTON	RYLAND A JR			829 ARDSLEY RD	28207	NC	CHARLOTTE

Docusign Envelope ID: 460430BF-6DF2-4BF1-9EB6-C0457A555D0D

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 11/11/2025

Name of Project Knox Crossing Phase # (if subdivision) _____

Project Address Northwest Intersection of Sam Furr Rd (NC 73) and Old Statesville Rd (NC 115)

Parcel Identification Number(s) (PIN) 01121105, 01121106

Current Zoning District CB(CD) Proposed District (for rezoning only) HC(CD)/TOD-R(CD)

Property Size (acres) 43.97 Street Frontage (feet) 2482

Current Land Use Undeveloped

Proposed Land Use(s) Commercial and Residential

Is the project within Huntersville's corporate limits?
Yes x No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Provide a detailed summary. (i.e. RTAP identify what you are revising). Additional sheets may be added.

Rezoning of site to support an urban mixed use development consisting of multiple commercial retail uses along with connected residential subdivision. The project also includes new public infrastructure to support the development consistent with the Town of Huntersville development objectives.

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 WLA Enterprises, Inc. Phone 843-654-7872

☐ 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 Signed by: Kevin Rogers 102411E31B25441... _____

Title Vice President Email krogers@wrsrealty.com

Address of Applicant 410 Mill Street, Building 1, Suite 200; Mt. Pleasant, SC 29464

7. Property Owner (if different than applicant)

*Printed Name See attached 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

WRS Realty	Mr. Kevin Rogers	843-654-7872	krogers@wrsrealty.com
Development Firm	Name of Contact	Phone	Email
Foresite Group	Mr. Kelly Wagoner	770-368-1399	kwagoner@fg-inc.net
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Fire Station #5 Preliminary Services Contract

EXPLAIN REQUEST:

Consider awarding a preliminary services contract to Edifice, LLC to initiate design of Fire Station #5.

ACTION RECOMMENDED:

Award contract.

FINANCIAL IMPLICATIONS:

This contract commits the Town to $1,072, 988 in design services for Fire Station No 5. As additional items on the agenda will provide, Staff proposes to initially fund Fire Station #5 costs from General Fund balance. Once a future debt instrument, likely a Limited Obligation Bond (LOBs) is issued, the General Fund will be reimbursed from those debt proceeds. In the future budget year when the reimbursement occurs, the net impact to General Fund balance will be zero. The debt is expected to be issued at the approximate timing of construction contract approval.

ATTACHMENTS:

1. DBIA 520 - Preliminary Agreement - Huntersville FS No. 5 2-24-26 final

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO APPROVE PRELIMINARY SERVICES AGREEMENT WITH EDIFICE, LLC FOR PRE-CONSTRUCTION AND DESIGN SERVICES FOR TOWN OF HUNTERSVILLE FIRE STATION NO. 5 PROJECT

Resolution No. R-2026-5

WHEREAS, the Town of Huntersville (the "Town") proposes to enter into a pre-construction and design services agreement ("Preliminary Services Agreement") for the Town of Huntersville Fire Station No. 5 (the "Project") with Edifice, LLC (the "Design-Builder"); and

WHEREAS, pursuant to N.C.G.S. § 143-128.1A(b), on November 3, 2025, the Town of Huntersville Board of Commissioners (the "Board") established and approved written criteria used for determining the circumstances under which the design-build method is appropriate for a project; and

WHEREAS, on November 3, 2025, the Board determined that the design-build method is appropriate for the Project; and

WHEREAS, pursuant to N.C.G.S. § 143-128.1A(c), the Town issued a public notice and request for qualifications (the "RFQ") for a design-builder for the Project; and

WHEREAS, following an evaluation of the statements of qualifications provided in response to the RFQ, the Design-Builder was ranked as the most highly qualified by Town staff.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves the Preliminary Services Agreement with Edifice, LLC as attached hereto and incorporated herein.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effectuate the provisions of this Resolution, including signing the Agreement and any related documents.
3. This Resolution shall be effective as of the date of its adoption.

Adopted this 17th day of March, 2026

ATTEST:

Catherine Cook, Deputy Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Standard Form of Preliminary Agreement Between Owner and Design-Builder

Document No. 520
Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.

Standard Form of Preliminary Agreement Between Owner and Design-Builder

This **AGREEMENT** is made as of the _____ day of _____ in the year of 20_____, by and between the following parties, for services in connection with the Project identified below.

OWNER:

Town of Huntersville

Physical Address:
14704 N. Old Statesville Road
Huntersville, NC 28078

Mailing Address:
P.O. Box 664
Huntersville, NC 28070

DESIGN-BUILDER:

Edifice, LLC

Physical Address:
2213 Toomey Avenue
Charlotte, NC 28203

Mailing Address:
P.O. Box 36349
Charlotte, NC 28236

PROJECT:

Town of Huntersville Fire Station No. 5
13409 Ramah Church Rd.
Huntersville, NC 28078
Mecklenburg County PIN: 01116126

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

© 2022 Design-Build Institute of America

Article 1

General

1.1 Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract").

Article 2

Design-Builder's Services and Responsibilities

2.1 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement in accordance with Design-Builder's Scope of Work attached hereto and incorporated herein as **Exhibit A**. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

2.2 Preliminary Services.

2.2.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

2.2.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an Additional Service pursuant to Section 2.7 hereof. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

2.3 Schematic Design Documents. Design-Builder shall prepare Schematic Design Documents based on Owner's Project Criteria, as may be revised in accordance with Section 2.2.2 hereof. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Design-Builder shall perform such agreed-upon revisions.

2.4 Proposal. Based on Owner's Project Criteria, the Schematic Design Documents, as each may be revised pursuant to Sections 2.2.2 and 2.3 above, and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal"), which shall include the following unless the parties mutually agree otherwise:

2.4.1 a proposed contract price for the design and construction of the Project, which price shall

© 2022 Design-Build Institute of America

be in the form of the cost of the work plus a fee with a Guaranteed Maximum Price ("GMP");

2.4.2 a schedule and date of Substantial Completion of the Project upon which the Contract Price for the Project is based;

2.4.3 all other information necessary for the parties to enter into DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder –Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2022 Edition) with the accompanying General Conditions of Contract, DBIA Document 535; and

2.4.4 the time limit for acceptance of the Proposal.

2.5 Review of Proposal. Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If Design-Builder finds the revisions acceptable, Design-Builder shall, upon receipt of Owner's notice, adjust the Proposal.

2.6 Completion of This Agreement. Design-Builder's services under this Agreement shall be deemed completed upon meeting with Owner to discuss the Proposal and making those revisions to the Proposal, if any, Design-Builder finds acceptable.

2.7 Additional Services. Design-Builder shall perform the Additional Services, if any, set forth in a separate exhibit to this Agreement. The cost for such services shall be as mutually agreed upon by Owner and Design-Builder, with the Contract Price for this Agreement, as set forth in Section 6.1 hereof, being adjusted accordingly.

Article 3

Owner's Services and Responsibilities

3.1 Timely Performance. Owner shall throughout the performance of this Agreement cooperate with Design-Builder. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Design-Builder's submissions, in a timely manner so as not to delay or interfere with Design-Builder's performance of its obligations under this Agreement.

3.2 Owner's Project Criteria. Owner shall provide Design-Builder with Owner's Project Criteria. If Owner desires that Design-Builder assist Owner in developing such criteria as an Additional Service under Section 2.7 hereof, Owner shall provide Design-Builder with its objectives, limitations and other relevant information regarding the Project.

3.3 Owner-Provided Information. Owner shall provide, at its own cost and expense, for Design-Builder's information and use, the following, all of which Design-Builder is entitled to rely upon in performing its obligations hereunder:

3.3.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.3.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.3.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project;

© 2022 Design-Build Institute of America

3.3.4 A legal description of the Site;

3.3.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.3.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth below.

4.2 Owner's Right to Work Product. If Owner fails to enter into a contract on this Project with Design-Builder to complete the design and construction of the Project and Owner proceeds to design and construct the Project through its employees, agents or third parties, Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement, transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on the following:

4.2.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"). Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use of the Work Product.

Article 5

Contract Time

5.1 Commencement Date. Design-Builder shall commence performance of the services set forth in this Agreement within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Design-Builder shall complete such services no later than three hundred and ninety-five (395) calendar days after the Date of Commencement.

5.2 Interim Dates. Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement.

Article 6

Contract Price

6.1 Contract Price. The Contract Price for the services to be completed by Design-Builder pursuant to this Agreement shall be a fixed lump sum of One Million, Seventy Two Thousand, Nine Hundred and Eighty Eight Dollars. ($1,072,988.00). A summary of the Contract Price for the services is attached hereto and incorporated herein as **Exhibit B**.

© 2022 Design-Build Institute of America

6.2 Scope of Contract Price. The Contract Price shall be the full compensation due Design-Builder for the performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated by applicable Legal Requirements. The Contract Price shall be adjusted to reflect any Additional Services agreed upon by the parties after execution of this Agreement.

Article 7

Procedure for Payment

7.1 Payment. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: Design-Builder shall submit monthly requests for progress payments ("Invoices") to Owner no later than the 30th day of every month. Services shall be billed for based on Design-Builder's actual percentage of total services completed during the invoice period, the amount billed to date, and the remaining amount to be billed under the Agreement. Owner shall make payment of undisputed Invoices within thirty (30) days after Owner's receipt of each properly submitted invoice.

7.1.1 Design-Builder must certify that the services represented in Design-Builder's Invoices have been completed in accordance with the Agreement and certify that the Invoices are appropriate for payment before the Owner shall be obligated to make such payment to Design-Builder. If any Invoice is disputed by Owner, in whole or in part, the Town shall provide a written explanation for such dispute to Design-Builder within five (5) days of receipt of the certified invoice and shall pay all undisputed amounts therein.

7.2 Interest. Payments due and unpaid by Owner to Design-Builder shall bear interest commencing forty-six (46) days after payment is due at the rate of one percent (1%) per year.

Article 8

Electronic Data

8.1 Electronic Data.

8.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

8.2 Transmission of Electronic Data.

8.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

8.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

8.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

© 2022 Design-Build Institute of America

8.3 Electronic Data Protocol.

8.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 8.3.

8.3.2 Electronic Data will be transmitted in the format agreed upon in Section 8.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

8.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion.

8.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 9

Other Provisions

9.1 Initial Dispute Resolution. The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be submitted to non-binding mediation administered by a mutually agreeable impartial mediator. Any claim, dispute, or controversy arising out of or relating to this Agreement or the breach thereof which has not been resolved by mediation shall be subject to litigation and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina.

9.2 Confidentiality. The Design-Builder acknowledges the Owner is subject to North Carolina public records law and no term shall be inconsistent with N.C.G.S. §132 et al.

9.3 Assignment. Neither Design-Builder nor Owner shall without the written consent of the other party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

9.5 Severability. If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

© 2022 Design-Build Institute of America

9.6 **Amendments**. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

9.7 **Entire Agreement**. This Agreement, including all attachments and exhibits hereto, forms the entire agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the parties except as specifically stated in this Agreement.

9.8 **Relationship of the Parties**. The Design-Builder is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Design-Builder. The Agreement shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Design-Builder and the Town. Employees of the Design-Builder shall remain subject to the exclusive control and supervision of the Design-Builder, which is solely responsible for their compensation.

9.9 Other Provisions. Other provisions, if any, are as follows:

9.9.1 Termination.

9.9.1.1 Termination for Default. Owner may terminate the Agreement, in whole or in part, upon breach of the Agreement by Design Builder and Design-Builder's failure to commence a cure said breach within fourteen (14) days of Design-Builder's receipt of written notice from Owner. In addition to any other remedies available to Owner in law or equity, Owner may procure upon such terms as Owner shall deem appropriate, services substantially similar to those so terminated.

9.9.1.2 Termination for Convenience. The Town shall have the right, without assigning any reason therefore, to terminate any work under the Agreement, in whole or in part, at any time at its complete discretion by providing seven (7) days' notice in writing from the Town to Design-Builder. If the Agreement is terminated by the Town in accordance with this paragraph, the Design-Builder 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 Agreement. The Town will not be liable to the Design-Builder for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Agreement or after the termination of this Agreement.

9.9.2 Insurance. Design-Builder shall provide the insurance coverages shown in **Exhibit C**, attached hereto and incorporated by reference. Design-Builder shall provide Owner with a North Carolina Certificate of Insurance and such endorsements as may be required by the Agreement prior to the commencement of any work under the Agreement and agrees to maintain such insurance until the completion of the Agreement. Such certificates of insurance shall be considered party of the Agreement.

9.9.3 Indemnification. To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless the Owner, its officers, agents, employees and assigns from and against all third-party claims, losses, costs, damages, expenses, and attorneys fees ("Claims") but only to the extent such Claims are the result of the negligent acts or omissions of Design-Builder of anyone for whom the Design-Builder is responsible.

9.9.4 Valid Contract for Services. In order for this Agreement 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 Local Government Budget and Fiscal Control Act, as the same may be amended. The signatory for the Design-Builder must have the necessary corporate authority to execute the Agreement and obligate the Design-Builder to perform the services described herein.

9.9.5 Availability of Funds. Any and all payment by Owner to Design-Builder are dependent upon and subject to the availability of funds to Owner for the purpose set forth in this Agreement. Upon written request by Design-Builder, Owner shall provide proof of funds to cover the Contract Price of this Agreement. Design-Builder represents that it has the necessary financial resources to fulfill its obligations under this

© 2022 Design-Build Institute of America

Agreement.

9.9.6 Compliance and Eligibility Certifications

9.9.6.1 Historically Underutilized Businesses (HUB). It is the policy of Owner to provide minorities and women equal opportunity for participating in all aspects of Owner'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.

9.9.6.2 Anti-Discrimination. During the performance of the Agreement, Design-Builder shall comply with all federal and state requirements concerning fair employment and shall not discriminate against or deny the Agreement'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.

9.9.6.3 Verification of Work Authorization. With the execution hereof, Design-Builder 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.

9.9.6.4 Companies that Boycott Israel. With the execution hereof, Design-Bulder 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. 1437-86.80, and will not contract with anyone on such List in performance of the work hereunder.

9.9.7 **No Third-Party Beneficiaries**. There shall be no intended nor incidental third-party beneficiaries of this Agreement.

9.9.8 **Warranties**. The Design-Builder 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 Agreement and any attached specifications. Design-Builder warrants that all Preliminary Services delivered hereunder will be free from defects in workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished with the Town's project criteria. Design-Builder warrants that all Preliminary Services will be performed in a professional and workman like manner in accordance with best industry practices.

9.9.9 **Governmental Immunity**. Nothing contained in the Agreement shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

The parties have modified this DBIA Form 520, Standard Form of Preliminary Agreement Between Owner and Design-Builder, and hereby acknowledge their agreement to said modification of the terms of this modified form by signing below.

© 2022 Design-Build Institute of America

OWNER:	**DESIGN-BUILDER:**
_____	Edifice LLC
(Name of Owner)	*(Name of Design-Builder)*
_____	_____
(Signature)	*(Signature)*
_____	Michael A Carlisto
(Printed Name)	*(Printed Name)*
_____	Executive Vice President
(Title)	*(Title)*
Date: _____	Date: _____

© 2022 Design-Build Institute of America

EXHIBIT A – Scope of work

The Town of Huntersville
Fire Station # 5
Design & Preconstruction Scope of Services
February 24th, 2026

DESIGN-BUILD SERVICES

Phase I – Design & Preconstruction Services (From Feb 2026 to Feb 2027):
Scope of services will include but not be limited to the following activities:

- Architectural and Engineering Basic Services
  - Architectural services and design coordination by ADW Architects
  - Civil-Site Engineering and Landscape Architecture by Dewberry
  - Structural Engineering by Stewart Engineering
  - Mechanical, Electrical, and Plumbing Engineering by Optima Engineering
    - Add options for IT/Telecom & Data, Security, and Audio Visual
- Preconstruction Services by Edifice
- This fee is based on the design of a one story, 3 Bay, +/- 13,000 square foot Fire Station along with its associated on-site site improvements.
- Additional Design Fees that WILL be required and included are:
  - Right of way dedication plat
  - Annexation plat and Description
  - Hydrant Flow Test
  - Offsite Sanitary Sewer Survey
  - Annexation and Rezoning
  - Offsite water and sewer main design and permitting
  - TIA
  - Fire Pump design
  - Emergency Hybrid Beacon Design
  - Roadway Improvement design/administration
  - PCN for nationwide permit, water quality certification and buffer authorization
  - Geotechnical Report, field exploration and laboratory testing
  - Water system hydraulic analysis
  - Downstream Sewer Study

Project Kickoff

- Establish a meeting schedule to provide updates on project progress and needs
  - Update Meetings will be held at least once or twice monthly as a means of regular, periodic communication throughout design and construction
    - i.e., 1st and 3rd or 2nd and 4th weeks of the month
- Establish project goals, needs, timeframes

- Establish the Project Team – Owner, End-Users, Designers, & Builder
- Establish project collaborative platform for the project team to utilize and share information

Program & Concept Verification

- Verify the Town's space needs study and concept plans
- Verify if the 13,000 square feet meets the Town's needs, compare to the program
- Develop a project schedule with design milestones, budget milestones, authorities having jurisdiction review and approvals, owner activities, and high-level construction activities and milestones
    - Project team signs off on the baseline schedule and start monthly updates with team input
- Town directs the team to move forward with Schematic Design Documents

Schematic Design

- Provide a custom design for the Town of Huntersville based on the findings of the Program Verification Phase
- Apply known and latest (at time of design) Town Standards and Ordinances
    - Project team will rely on the Town of Huntersville to verify and make sure all standards and ordinances are discussed and verified during plan reviews that need to be included in the documents
- Refine the selected plan diagram into preliminary floor plans at the space level
- Precedent study of aesthetic options for the facade
- Exterior renderings of the design from multiple angles
- Design narratives from each consultant describing the anticipated systems
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Schematic design estimate
    - Quantity takeoff and unit cost pricing
    - Limited subcontractor input
    - Cost savings review and workshop with owner and designer
- High level constructability review
- Schedule updates
- Town directs the team to move forward with Design Development Documents

Design Development

- Final floor plan and ceiling plan design
- Precedent study of interior finishes
- Visioning of interior spaces
- Consultant coordination of building infrastructure and systems
- Refinement of building exterior and sections
- Preliminary reviews with the relevant AHJs

- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Detailed and comprehensive constructability review
- Product and system analysis with recommendations
- Solicit key trades for current market pricing
- Design development estimate
    - Quantity takeoff and verification in comparison to the Schematic Estimate
    - Subcontractor input
    - Cost savings review and workshop with owner and designer
        - Analyze products and building systems and make recommendations
    - Facilitate estimate review meeting and refine the estimate based on team comments
- Town directs the team to move forward with Construction Documents

Construction Documents

- Conduct any necessary prequalification of subcontractors and suppliers
    - Create, discuss, and finalize a list of Formal and Informal Trade Packages
- Final resolution of construction details
- Final selection of interior finishes
- Specific locations of devices (outlets, data, AV, etc.)
- Site utility coordination
- Submit construction documents for review and approval by all applicable Authorities Having Jurisdiction (AHJs)
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Constructability review and verification of Design Development Constructability review items
- Design quality control and/or VE workshop with owner and designer
- Phasing and site logistics plan
- Milestone construction schedule
- Provide cost estimate based on construction documents that will be submitted to AHJs for permit(s) approval(s)
    - Cost savings review and workshop with owner and designer
        - Verify that agreed upon cost saving items have been included in the documents
    - Perform quality control review of construction documents
    - Conduct estimate review meeting and refine cost estimate based on feedback
    - Constructability review and verification of Design Development Constructability review items
- Town directs the team to move forward with bidding and the GMP process

Prequalification of Trade Contractors

- Establish a Prequalification Committee to review, approve, and finalize prequalified trade contractors

- Establish a prequalification process to ensure that all Town policies are adhered to and project-specific criteria is included
- Invite Trade Contractors, Minority, Local, and others to participate in the Prequalification process
- Tailor bid packages for the benefit of the project in terms of available resources and funding
- Advertise trade package opportunities for those interested in prequalifying to bid the project
    - Occurs at end of Design Development and/or beginning of Construction Documents
- Edifice will work with the Town of Huntersville on the Prequalification process making sure all Town policies are followed and project specific criteria is included
- Outreach Sessions will be held to help advertise and promote interest in the project
    - Describe prequalification process at Outreach Sessions
- The Town of Huntersville and Edifice will work together to develop the list of Prequalified Trade Contractors in concert with the North Carolina bidding standards
- All Town of Huntersville requirements for MWBE or HUB participation will be followed
- Get approval from Town of Huntersville for recommended prequalified bidders
- Only allow pre-qualified trade contractors to bid the project

Public Bid Process

- As the design Builder, we will comply with team selection option, A, under GS 143-128.1A Design Build contracts (C) (8) as amended in 2021.
- Create a Bid Package Manual outlining scopes of work for each trade package and instructions to bidders applicable
- Receive pre-qualified trade numbers as needed.
- Offer and provide MWBE and/or HUB firms assistance during the bidding phase
- Provide feedback to trade partners.
- Hold the bid opening in a public location at a Town appointed facility.
- All Town of Huntersville requirements for MWBE and/or HUB participation will be followed
- Post Bid meetings with all responsible trade contractors will be held to determine the authenticity and accuracy numbers received.
- Award 1st Tier Contracts
- Report Actual MWBE and/or HUB participation vs. Goals

Guaranteed Maximum Price

- Once Post Proposal Meetings are finalized and trade partners are determined, a Guaranteed Maximum Price (GMP) Proposal will be put together

Contract

- BDIA Contract Document # 520 , Standard Form of Preliminary Agreement Between Owner and Design-Builder

- The value of Design and Preconstruction Services will be the initial contract value. Construction services will be added via the DBIA 530 & 535, when the Guaranteed Maximum Price is determined.

Schedule Milestones

- TBD once the schedule is presented to the team and approved by the team

Construction Services to be added later and will include all construction management and administrative services by the Design-Build Team

Design and Preconstruction Services Fees – See Attached Exhibit B Summary of Contract Price.

- **We propose a lump sum Design-Build Services fee for tasks outlined above, to cover only Design and Preconstruction activities of One Million, Seventy Two Thousand and Nine Hundred and Eighty Eight Dollars ($1,072,988.00).**
    - Construction Administration will be added to the contract as part of the Construction GMP
        - Those fees are estimated to be $276,937.00

- Additional Services will be billed out at mutually agreeable rates agreed upon by the Town of Huntersville and Edifice. Time for additional design and preconstruction services will be estimated based on the rates agreed to between Edifice and their designers, which will ultimately be approved by the Town. Edifice's Preconstruction rates are shown in the attached breakdown of Preconstruction Services.

Clarifications

- Services **not** included in the Design, Preconstruction, and eventually Construction, will be costs over and above what is projected as the cost of Design and Construction and will be by the Town or others are as follows:

    - Additional Site Surveying – Topographic, boundary, or otherwise needs already purchased from the Town.
    - All work related to offsite permanent and temporary easements or rights of way
    - Regulatory application fees or filing fees.
        - Permitting fees are by allowance and to be included in the Construction GMP
    - Life Cycle Cost Analysis and/or Energy Modeling
    - LEED or Green Globes or certified sustainable design, accreditations, or certifications
    - No early design or bid packages unless agreed upon by the team later
    - Environmental Engineering, Environmental Assessments, and impact statements
    - Hazardous materials identification and abatement
    - Flood studies
    - Wetlands investigations and permitting

- Construction Materials Testing and Special Inspections
- Minimum Commissioning required by the North Carolina Building Code
  - Edifice-ADW can provide this if requested
- Design and furnishing of Furniture, Fixtures, and Equipment (see add services per hour rate)
- Owner Contingency
- Re-design or re-building or improvements to any existing storm retention or detention systems.
  - Thought is that existing systems will be tied into and adequate for the project
- Off Site sewer design is included in the base design. Costs associated with bringing additional utilities to the site other than sewer are not included.
  - We are planning to design and construct utilities (power, water, gas, cable, etc…) from mains that presently run to or near the site.
- IT/Data/Structured Cabling, Audio Visual, Cable TV, CCTV, Security Systems, Card Access, and Radio Alerting Systems will be designed, provided, and installed by the Town of Huntersville.
  - Edifice-ADW will coordinate with the Towns staff and vendors in the implementation of this work into the design and construction.
  - All Design for special systems, including Audio Visual, Voice Reinforcement, Security, Telecommunications, CCTV, Station Alerting System, etc. beyond locating and specifying J boxes and conduit to above ceiling. (for future inclusion of cabling and equipment by the Owner's Vendors)
- Fire Flow testing for the Fire Sprinkler System needs to be completed by the Town.
  - Fire pump design has not been included at this time.
- Plan Review and Permitting Fees will be included as an allowance in the Construction GMP
- Tap, Impact, or Development Fees are expected to be paid for by the Town
- LEED or Green Building Design and Certifications are not included
- Graphic Design or Graphics packages
- Fueling systems design or engineering has not been included.
- The Fee includes Structural Engineering Services for standard spread footing foundations. If existing soil conditions require a more extensive foundation design, the Structural Engineering to provide these Services would be considered an Additional Service. Please note that the Structural Engineer must rely on the Geotechnical Report of the Subsurface conditions provided by the Owner for their Structural Design.
- Irrigation system will be included in the budget as an allowance. This system will be Design-Build by the Irrigation/Landscape Subcontractor. No holly bushes unless approved by the Owner.
- Construction Management and Supervision by Edifice and Construction Administration by ADW and their consultants are a part of the cost of work and will be included in the Guaranteed Maximum Price (GMP) for construction services

EXHIBIT B - Summary of Contract Price

Town of Huntersville Fire Station 5

Design-Build Services Fee Schedule for Design & Preconstruction Services

	Design Services	Construction Admin Breakout	Total Fees
Architecture - ADW Architects	$937,963	$276,937	**$1,214,900**
Site Design/Civil Engineering - Dewberry	inc in ADW line	inc in ADW line	
Structural Engineering - Stewart Engineering	inc in ADW line	inc in ADW line	
MEP & FS - Optima Engineering	inc in ADW line	inc in ADW line	
Preconstruction Services - Edifice	$110,025	GMP TBD	**$110,025**
Allowance for Additional Site Studies as requested by Owner	$25,000	$0	**$25,000**
TOTAL FOR DESIGN SERVICE FEE	**$1,072,988**	**$276,937**	**$1,349,925**
	Value of initial contract	**Add in as part of Construction Services**	

Additional Design Fees that MAY be required or requested by the owner but not included in the Fees Noted Above:

Site/Civil Options:

1	Optional Desktop Cultural Resource & SHPO Consolation:	Add	$TBD
2	Optional Wetland/Stream Delineation:	Add	$2,925
3	Optional Wetland/Stream Confirmation & Buffer Determination	Add	$3,675

Structural Optional:

1	Optional Deep Foundation Design Should Geotech report require:	Add	$TBD
2	Optional Early Drawings 100% Check set	Add	$TBD

Plumbing, Mechanical & Electrical:

1	Optional if Power Company Lease Site Lighting Design	Add	$4,500
2	Optional if Owners Vendors Don't Design Technology Design	Add	$45,500
3	Minimum code required building commissioning (NCECC Section 408)	Add	$TBD
4	Optional Energy Modeling by Engineer	Add	$TBD
5	Optional Utility Rebate Calculations/Assistance		$TBD

Furniture

1	Furniture Design/Selection Assist	Add	140 per hour

EXHIBIT C

Minimum Insurance Requirements

The services under this Agreement shall not commence until the Design-Builder has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies. These 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. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

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

If applicable to Design-Builder, Design-Builder shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance.

b. **Comprehensive General Liability Insurance**

During its performance under this agreement, the Design-Builder shall provide and maintain, comprehensive 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 Firm 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
Professional Liability:	$1,000,000 combined per occurrence/aggregate
Property Damage:	$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 Agreement.

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Design-Builder.

© 2022 Design-Build Institute of America

d. **Other Insurance**

The Design-Builder 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.

e. **Proof of Carriage**

The Design-Builder shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.

© 2022 Design-Build Institute of America

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Appropriate General Fund balance for Fire Station No. 5

EXPLAIN REQUEST:

Appropriate General Fund balance (103890.9999) in the amount of $1,250,000 for site preparation and design expense of Fire Station No. 5 (105400.0590.22003).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Decrease in General Fund balance of $1,250,000.

ATTACHMENTS:

None

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Reimbursement Resolution for Fire Station No. 5

EXPLAIN REQUEST:

Consider adopting the attached Reimbursement Resolution for the site preparation, design and engineering of Fire Station No. 5. This resolution will allow the Finance Director to reimburse the General Fund for Capital Expenditures, as described in the resolution, incurred prior to the issuance of tax-exempt obligations as described in the resolution.

ACTION RECOMMENDED:

Adopt resolution declaring the intent of the Town of Hunterville to reimburse itself for capital expenditures incurred in connection with site preparation, design and engineering of Fire Station No. 5 from the proceeds of tax-exempt obligations.

FINANCIAL IMPLICATIONS:

This Reimbursement Resolution is needed due to the timing of the tax exempt obligation proceeds.

ATTACHMENTS:

1. R-2026-03 Oath

RESOLUTION OF THE TOWN OF HUNTERSVILLE DECLARING THE INTENT OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS

Resolution No. R-2026-3

WHEREAS, the Board of Commissioners of the Town of Huntersville, North Carolina (the *"Town"*) has determined that it is in the best interests of Town to proceed with the design and construction of fire station #5 (the *"Project"*); and

WHEREAS, the Town presently intends, at one time or from time to time, to finance a portion of the costs of the Project with proceeds of tax-exempt obligations and reasonably expects to cause to be executed and delivered tax-exempt obligations (the *"Obligations"*) to finance, or to reimburse itself for, costs of the Project; and

WHEREAS, the Town desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of execution and delivery of the Obligations (the *"Original Expenditures"*), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the Town intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. ***Official Declaration of Intent.*** The Town presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the Town on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The Town reasonably expects to execute and deliver the Obligations to finance a portion of the costs of the Project and the maximum principal amount of Obligations expected to be executed and delivered by Town to pay for all or a portion of the costs of the Project is approximately $13,500,000.

Section 2. ***Compliance with Regulations.*** The Town adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the Town's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the Town, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the Town in determining and itemizing all of the Original Expenditures incurred and paid by the Town in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. ***Effective Date.*** This Resolution shall become effective immediately upon the date of its adoption.

Adopted this 17th day of March, 2026

ATTEST:

Catherine Cook, Deputy Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

STATE OF NORTH CAROLINA)
) ss:
TOWN OF HUNTERSVILLE)

I, CATHERINE COOK, Town Clerk of the Town of Huntersville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled "**RESOLUTION OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA DECLARING THE INTENT OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS**" adopted by the Board of Commissioners of the Town of Huntersville, North Carolina at a regular meeting held on the ____ day of _____, 2026.

WITNESS my hand and the corporate seal of the Town of Huntersville, North Carolina, this the ___ day of _____, 2026.

_____
Catherine Cook
Deputy Town Clerk
Town of Huntersville, North Carolina

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: NCMPA1 - Ordinance

EXPLAIN REQUEST:

Consider adopting an Ordinance determining that it is in the best interests of the Town of Huntersville to approve and authorize the execution and delivery of an Amended and Restated Project Power Sales Agreement with North Carolina Municipal Power Agency Number 1 and an Amended and Restated Supplemental Power Sales Agreement with North Carolina Municipal Power Agency Number 1.

ACTION RECOMMENDED:

Adopt Ordinance

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE TOWN OF HUNTERSVILLE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AND AN AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

Ordinance No. O-2026-5

WHEREAS, the Town of Huntersville (the **"Municipality")** and North Carolina Municipal Power Agency Number 1 **("Power Agency")** entered into a Project Power Sales Agreement, Catawba Nuclear Project (the **"Power Sales Agreement"),** dated as of the first day of May, 1978, pursuant to which Power Agency provides, or causes to be provided, the Municipality with power and energy from the Catawba Project; and

WHEREAS, the Board of Directors of ElectriCities of North Carolina, Inc., on January 23, 2026, adopted (i) Resolution BDR-1-26 (the **"Resolution"),** which, among other things, (i) authorizes Power Agency to execute and deliver to each Participant an Amended and Restated Project Power Sales Agreement **("Amended and Restated PPSA")** and (ii) authorizes Power Agency to execute and deliver to each Participant an Amended and Restated Supplemental Power Sales Agreement **("Amended and Restated SPSA")** and to take such actions as are necessary, advisable or convenient to obtain the consent of each Participant to, and the approval of each Participant of, the consummation of the transactions contemplated by the Amended and Restated PPSA and Amended and Restated SPSA; and

WHEREAS, Power Agency has caused GDS Associates, Inc., Power Agency's Consulting Engineer, to prepare an economic analysis of the projected impact of the transactions contemplated by the Amended and Restated PPSA and Amended and Restated SPSA on Power Agency's wholesale power costs and proposed full requirements wholesale rates (the **"Economic Analysis");** and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the Amended and Restated PPSA, (ii) Amended and Restated SPSA, (iii) Resolution BDR-1-26, (iv) an executed Amended and Restated PPSA, dated as of January 23, 2026, (v) an executed Amended and Restated SPSA, dated as of January 23, 2026, and (vi) the Economic Analysis; and

WHEREAS, the Board of Commissioners of the Municipality (the **"Governing Body")** has taken into consideration the benefits which might be achieved by (i) approving, executing and delivering the Amended and Restated PPSA and (ii) approving, executing and delivering the Amended and Restated SPSA.

NOW THEREFORE, BE IT ORDAINED by the members of the Board of Commissioners of the Town of Huntersville, North Carolina:

1. After due consideration of the contents of each of the preambles set forth above and to each of the documents referred to in such preambles, the Governing Body hereby finds and determines that it is in the best interests of the Municipality to enter into the Amended and Restated PPSA and the Amended and Restated SPSA.
2. The Governing Body hereby authorizes and directs that the Amended and Restated PPSA and the Amended and Restated SPSA be executed for and on behalf of the Municipality by the Mayor and Clerk, sealed with the

seal of the Municipality and delivered to the Power Agency in the form and substance of the Amended and Restated PPSA and the Amended and Restated SPSA presented at this meeting.

3. The Governing Body hereby directs the Clerk to furnish or cause to be furnished to Power Agency a certified copy of this ordinance together with the executed Amended and Restated PPSA and the executed Amended and Restated SPSA.
4. The Governing Body hereby directs the Clerk to file with the minutes of this meeting (i) Resolution BDR-1-26, (ii) the proposed Amended and Restated PPSA, (iii) the proposed Amended and Restated SPSA, and (iv) the Economic Analysis as presented and available at this meeting.
5. This Ordinance shall become effective upon its adoption.

Adopted this 17th day of March, 2026

ATTEST:

Catherine Cook, Deputy Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: NCMPA1 - Amended and Restated Project Power Sales Agreement

---

EXPLAIN REQUEST:

Consider approving the Amended and Restated Project Power Sales Agreement between North Carolina Municipal Power Agency Number 1 and the Town of Huntersville.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. NCMPA1 - Project Power Sales Agreement Catawba Nuclear Project - 2026 Amended ansd Restated
2. Exhibit A - NCMPA1 - Resolution BDR-1-26

Working Copy
DO NOT EXECUTE

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1
AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT
CATAWBA NUCLEAR PROJECT

TABLE OF CONTENTS

Section		Page
SECTION 1.	Definitions	3
SECTION 2.	Term of Agreement	12
SECTION 3.	Financing, Acquisition, Construction, Operation and Maintenance	13
SECTION 4.	Sale and Purchase of Participant's Share	13
SECTION 5.	Annual Budget and Billing Statements; Payments by the Participant	14
SECTION 6.	Source payments by the Participants; Certain Obligations of Participants	18
SECTION 7.	Dispatch; Metering; Deliveries	22
SECTION 8.	Records; Accounts; Reports; Audits	22
SECTION 9.	Information to be Made Available	23
SECTION 10.	Insurance	24
SECTION 11.	Sale of Excess Participant's Share	24
SECTION 12.	Obligations in the Event of Default	25
SECTION 13.	Rights of Duke Hereunder	27
SECTION 14.	Issuance of Obligations for Renewals, Etc., and for Refunding and for Other Purposes	27
SECTION 15.	Consulting Engineer	29
SECTION 16.	Modification and Uniformity of Agreements	31
SECTION 17.	Continuance and Enforcement of Agreement	32
SECTION 18.	Relationship to Other Instruments	32
SECTION 19.	Notices and Computations of Time	33
SECTION 20.	Applicable Law; Construction	34
SECTION 21.	Severability	34
SECTION 22.	Assignment of Agreement	34
SECTION 23.	Entire Agreement	34
SECTION 24.	Preaudit Certification	35

SECTION 25. Manager's Approval 35

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT

CATAWBA NUCLEAR PROJECT

THIS AGREEMENT is dated as of January 23, 2026, by North Carolina Municipal Power Agency Number 1, a joint agency of the State of North Carolina ("Power Agency"), and the Town of Huntersville, a municipality of the State of North Carolina (the "Participant"). Capitalized terms not defined in Section 1 or otherwise herein shall have the meanings assigned thereto in the Project Agreements (hereinafter defined).

WHEREAS, Power Agency has heretofore been duly organized as a public body and a body corporate and politic under the laws of the State of North Carolina (G.S. Chapter 159B) and, among other things, is authorized to study, plan, finance, construct, reconstruct, acquire, improve, enlarge, extend, better, own, operate, and maintain systems or facilities or any interests therein for the generation, transmission and transformation, or any of them, of electric power and energy, jointly with other public or private entities engaged in the generation, transmission, or distribution of electric power and energy for resale within the State of North Carolina or any state contiguous thereto, is authorized to sell for resale electric power and energy and is authorized to issue its bonds, subject to the approval of the Local Government Commission of the State of North Carolina, for the purpose of providing funds for any of its corporate purposes; and

WHEREAS, the Participant is a city or town created under the laws of the State of North Carolina, owning a system or facilities for the generation, transmission, or distribution of electric power and energy for public and private use, and is authorized by said laws to contract to buy from Power Agency some or all of the power and energy required for its present or future requirements; and

WHEREAS, Power Agency owns and manages the maintenance and operations of a 75% undivided ownership interest in Unit 2 and a 37.5% undivided ownership interest in the Support Facilities of the Catawba Nuclear Station for the supply of power and energy to the Participant and all other Participants contracting with Power Agency pursuant to Project Power Sales Agreements substantially identical to this Agreement and providing in the aggregate for the purchase by the Participants of 100% of the Participants' Shares of Project Output, all pursuant to Article V, Section 10, of the Constitution of North Carolina and Chapter 159B of the General Statutes of North Carolina ("Chapter 159B"); and

WHEREAS, Power Agency has determined that the Project is required to provide for a portion of the projected needs for power and energy of the Participants in accordance with Chapter 159B; and

WHEREAS, Power Agency, in determining the future power requirements of the Participants has taken into account the factors included in Chapter 159B; and

WHEREAS, Power Agency has entered into the Project Agreements with Duke with respect to the purchase, construction, operation, and fueling of the Project and interconnection of the Project with Duke's transmission system, including backstand and reliability exchange provisions; and

WHEREAS, Power Agency and the Participant are parties to that certain Project Power Sales Agreement, dated May 1, 1978, and subsequently amended October 31, 1984, April 15, 2005, and July 28, 2023, that provides for the sale of Project Output through December 31, 2032; and

WHEREAS, this Agreement amends and restates that certain Project Power Sales Agreement, dated May 1, 1978, by and between the Power Agency and Participant to effect sales

of Project Output beginning on January 1, 2033 and to amend and restate the obligations therein as of January 1, 2033.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. Definitions. The singular of any term defined in this Agreement shall encompass the plural, and the plural the singular, unless the context indicates otherwise.

(a) "Annual Budget" means the budget adopted by Power Agency pursuant to Section 5(a) which itemizes the estimated Monthly Project Power Costs during a Contract Year or, in the case of an amended Annual Budget, during the remainder of a Contract Year.

(b) "Billing Statement" means the written statement prepared monthly by Power Agency and delivered to the Participant pursuant to Section 5(b) which shows the amounts to be paid for such month to Power Agency by the Participant as the Participant's Share of the Monthly Project Power Costs.

(c) "Bond Resolution" means Resolution No. R-16-78 adopted by the Board of Commissioners of the Power Agency on November 16, 1978, as amended and as the same may be further amended or supplemented, pursuant to which the Bonds are issued as well as any new bond resolution for the Project that the Power Agency may adopt in the future.

(d) "Bonds" means bonds issued from time to time pursuant to and under authority of the Bond Resolution (i) to pay Costs of Acquisition and Construction and (ii) for the purposes authorized by Section 14.

(e) "Catawba Nuclear Station" means the nuclear fueled generation facility consisting of two units, Unit 1 and Unit 2, and Support Facilities located on Lake Wylie in York County, South Carolina, as more particularly described in the Sales Agreement and defined therein as the "Catawba Nuclear Station".

(f) "Consulting Engineer" means the consulting engineer or engineering firm or corporation appointed pursuant to Section 15 hereof.

(g) "Contract Year" means the 12-month period commencing 12:01 A.M. local time on January 1 of each year during the term of this Agreement and ending midnight local time on the December 31 next following (or such other 12-month period as Power Agency shall determine); provided, however, that the first Contract Year shall commence at 12:01 A.M. local time on January 1, 2033 and the last Contract Year shall end at midnight local time on the date of expiration or prior termination of this Agreement as provided in Section 2.

(h) "Costs of Acquisition and Construction" means, to the extent not included in Monthly Project Power Costs, all costs of studying, planning, engineering, acquiring, constructing, financing, carrying out, and placing in operation the Project, and giving effect to the arrangements provided for under the Project Agreements after taking into account credits with respect thereto), whether heretofore or hereafter paid or incurred by Power Agency, and shall include, but shall not be limited to, funds required for:

(1) all costs required to be borrowed by Power Agency under the Sales Agreement and, where applicable, the Operating Agreement, all as affected by the exchange payment provisions of Article 14 of the Interconnection Agreement;

(2) working capital in such amounts as may be reasonably deemed necessary by Power Agency;

(3) the deposit or deposits from the proceeds of Bonds in any fund or account established pursuant to the Bond Resolution to meet debt service reserve requirements for Bonds;

(4) the deposit or deposits from the proceeds of Bonds in any fund, or accounts established pursuant to the Bond Resolution as reserves for renewals, replacements, and contingencies, and for retirement from service, decommissioning, or termination;

(5) all federal, state, and local taxes and payments in lieu of taxes legally required to be paid;

(6) the payment of the principal of and premium, if any, and interest on notes or other evidences of indebtedness issued in anticipation of the issuance of Bonds for the payment of the Costs of Acquisition and Construction;

(7) the costs and expenses incurred in connection with the issuance and sale of Bonds, including bond discounts and fees and expenses of trustees and paying agents;

(8) reimbursements of amounts advanced with respect to the Project by the Participants;

(9) all costs and expenses relating to injury and damage claims arising out of the acquisition and construction of the Project, including deferred premiums and the cost of maintaining any guarantee of payment thereof required pursuant to the Atomic Energy Act of 1954, as amended from time to time, or any successor statute;

(10) preliminary survey, investigation, and development costs; engineering fees; contractors' fees; costs of obtaining permits, licenses, and approvals; costs of labor, materials, equipment, lands, rights of way, franchises, easements, and other interests in land, repairs, betterments, utility services, and supplies; payments to other public agencies; training and testing costs; insurance premiums; legal and financing costs; and administrative and general costs; and

(11) all costs incurred or associated with the salvage, discontinuance, decommissioning, and disposition or sale of properties required to be paid by Power Agency in accordance with the Project Agreements.

(i) "Duke" means Duke Energy Carolinas, LLC, a corporation organized and existing under the laws of the State of North Carolina, or any successors and assigns.

(j) "Electric System" means all properties and assets, real and personal and tangible and intangible, of the Participant now or hereafter existing, used or pertaining to the generation, transmission, transformation, distribution, and sale of electric power and energy, including all additions, extensions, expansions, improvements, and betterments thereto, however, that to the extent the Participant is not the sole owner of an asset or property, only the Participant's ownership interest in such asset or property shall be considered to be, part of its Electric System.

(k) "Interconnection Agreement" means the agreement dated as of March 6, 1978, and amended from time to time, between Power Agency and Duke known as the Catawba Nuclear Station Interconnection Agreement providing for interconnection between the Duke transmission system and the Catawba Nuclear Station, exchange of power between Unit 1 and Unit 2 of the Catawba Nuclear Station and between the Catawba Nuclear Station units and the McGuire Nuclear Station units owned by Duke, backstand provisions, retained capacity from the Project, purchased capacity and energy and surplus energy sales from the Project, the purchase of supplemental capacity and energy, transmission service and other matters, as the same may be modified, amended, or supplemented from time to time.

(l) "Monthly Project Power Costs" means, to the extent not included in the Costs of Acquisition and Construction or payable under the Supplemental Power Sales Agreements, all of Power Agency's costs that are paid or incurred by Power Agency during each month or each

Contract Year resulting from the ownership, operation, maintenance, termination, retirement from service, and decommissioning of, and necessary repairs, renewals, replacements, additions, improvements, betterments, and modifications to, the Project and giving effect to the arrangements provided for under the Project Agreements (after taking into account credits with respect thereto), and the providing of reserves for such purposes, including, but not limited to, the following items of cost:

(1) the amount which may be required by Power Agency during such month to pay costs pursuant to the Operating Agreement, as affected by the exchange payment provisions of Article 14 of the Interconnection Agreement, plus the payments required for the McGuire Reliability Exchange pursuant to Article 5 and Section 8.2, or Article 11, all of the Interconnection Agreement, plus the payments for Replacement Energy (as defined in the Interconnection Agreement) pursuant to Section 8.1(c) of the Interconnection Agreement, less revenues received from sales of Project Output to other than the Participants, including, but not limited to, payments received from Central Electric Power Cooperative, Inc. pursuant to the Power Purchase Agreement dated as of June 5, 2023, and payments received from Duke for Purchased Capacity, Purchased Energy and Surplus Energy pursuant to the Interconnection Agreement and for Duke's Reliability Exchange Entitlement from the Catawba Nuclear Station pursuant to the McGuire Reliability Exchange as provided in Section 10.2(b) of the Interconnection Agreement;

(2) the amount (calculated without reference to any acceleration for default under the Bond Resolution) which Power Agency is required under the Bond Resolution to pay or deposit during such month from the Revenue Fund into the Bond Fund established by the Bond Resolution for the payment of the principal of and premium, if any, and interest

on the Bonds and for reserves with respect thereto (as the terms "Revenue Fund" and "Bond Fund" or substantially equivalent terms are defined in the Bond Resolution);

(3) the amount required under the Bond Resolution to be paid or deposited during such month into any fund or account established by the Bond Resolution, other than funds and accounts referred to in clause (2) above;

(4) (a) to the extent funds are not otherwise available, the payment of the principal of and premium, if any, and interest on notes or other evidences of indebtedness issued in anticipation of the issuance of Bonds for the payment of the Costs of Acquisition and Construction or for the purposes specified in Section 14;

(4) (b) the payment of the principal of and premium, if any, and interest on Subordinated Debt;

(4) (c) all costs and expenses relating to the issuance, security, and payment of (i) notes or other evidences of indebtedness issued in anticipation of the issuance of Bonds for payment of the Costs of Acquisition and Construction and (ii) Subordinated Debt, in each case including without limitation costs an expenses associated with the insurance contracts, agreements for lines of credit, letters of credits, commitments to purchase such notes or other evidences of indebtedness or Subordinated Debt, depositaries for safekeeping and agents for delivery and payment;

(5) all costs incurred or associated with the salvage, discontinuance, decommissioning, and disposition or sale of properties required to be paid by Power Agency in accordance with the Project Agreements, including, but not limited to, all of Power Agency's accrued costs and liabilities resulting from Power Agency's ownership,

acquisition, construction, operation (including cost of fuel), maintenance, and renewals and replacements;

(6) all costs and expenses relating to injury and damage claims required to be paid by Power Agency pursuant to the Project Agreements, including deferred premiums and the cost of maintaining any guarantee of payment thereof required pursuant to the Atomic Energy Act of 1954, as amended from time to time, or any successor statute; provided, however, that in no event shall Monthly Project Power Costs include any public liability of Power Agency for a nuclear incident in excess of that provided under the Atomic Energy Act of 1954, as amended from time to time, or any successor statute; and

(7) any other costs incurred by Power Agency during such month (including, but not limited to, operation, maintenance, and repair costs and working capital and reserves deemed necessary therefor by Power Agency, administrative and general expenses, taxes, insurance, and overhead) not included in the costs herein before specified.

(m) "Operating Agreement" means the agreement dated as of March 6, 1978, between Power Agency and Duke known as the Catawba Nuclear Station Operating and Fuel Agreement, providing for the operation, maintenance, and fueling of the Catawba Nuclear Station, the making of renewals, capital additions, and replacements therefor and the decommissioning thereof, as the same may be modified, amended, or supplemented from time to time.

(n) "Participants" means those entities specified in Exhibit A hereto.

(o) "Participant's Share" is as defined in and calculated pursuant to Exhibit B attached hereto, which may be adjusted as provided in Sections 6 and 12 of this Agreement.

(p) "Power Agency" means North Carolina Municipal Power Agency Number 1, a joint agency of the State of North Carolina.

(q) "Project" means Power Agency's 75% undivided ownership interest in Unit 2 of the Catawba Nuclear Station and 37.5% undivided ownership interest in the Support Facilities of the Catawba Nuclear Station.

(r) "Project Agreements" means, collectively, the Sales Agreement, the Operating Agreement, and the Interconnection Agreement.

(s) "Project Output" means the amounts of electric power and energy, if any, to which Power Agency is entitled at any particular time pursuant to the Interconnection Agreement.

(t) "Project Power Sales Agreements" means this Agreement and all other agreements substantially identical to this Agreement entered into by Power Agency and the Participants.

(u) "Reliability Exchanges" means those provisions of the Interconnection Agreement which provide for the exchange of capability and output from the Project for capability and output from Unit 1 of the Catawba Nuclear Station and the exchange of capability and output from the Catawba Nuclear Station units for capability and output from the McGuire Nuclear Station owned by Duke.

(v) "Revenues" means all income, rents, rates, fees, charges, and other moneys derived by the Participant from the ownership or operation of its Electric System, including, without limiting the generality of the foregoing, (i) all income, rents, rates, fees, charges, or other moneys derived from the sale, furnishing, and supplying of the electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of the Electric System; (ii) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to the Electric System; and (iii) the proceeds derived by the Participant directly or

indirectly from the sale, lease, or other disposition of a part of the Electric System as permitted by clauses (1) and (2) of paragraph (d) of Section 6, but the term "Revenues" shall not include customers' deposits or any other deposits subject to refund until such deposits have become the property of the Participant.

(w) "Sales Agreement" means the agreement, dated as of March 6, 1978, between Power Agency and Duke known as the Catawba Nuclear Station Purchase, Construction, and Ownership Agreement, providing for the construction, initial fueling, and placing into commercial operation of the Catawba Nuclear Station and for the sale to Power Agency of the Project, as the same may be modified, amended, or supplemented from time to time.

(x) "Support Facilities" means facilities at the Catawba Nuclear Station which are not a part of or identified with Unit 1 or Unit 2 thereof, as more particularly described in the Sales Agreement and defined therein as the "Support Facilities".

(y) "Usual Utility Practice" at a particular time means any of the practices, methods, and acts which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety. Usual Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be a number of possible practices, methods, or acts. In evaluating whether any matter conforms to Usual Utility Practice as used in this Agreement, the parties hereto shall take into account (i) the fact that Power Agency and each Participant is a public body and a body corporate and politic organized under the laws of the State of North Carolina, with the statutory duties and responsibilities thereof; (ii) the objectives to integrate the Project Output

with the other resources of the Participants, including such resources and electric capacity and energy purchased under contract, to achieve optimum utilization of the resources and achieve efficient and economical operation of each system; and (iii) the Project Agreements.

(z) "Subordinated Debt" means any bonds, notes, certificates, warrants, or other evidences of indebtedness issued for the payment of the Costs of Acquisition and Construction, or for the purposes specified in Section 14 hereof, or for any other purpose in connection with the Project (including without limitation an administrative building or office, including land therefor, together with any administrative equipment and facilities, for use in whole or in part by Power Agency) as authorized by the resolution authorizing the issuance of any such Subordinated Debt, which are payable as to principal and interest from the Revenues subject and subordinate to the deposits and credits required to be made pursuant to the Bond Resolution from the Revenues and Revenue Fund into the Operating Fund, the Bond Fund, the Reserve and Contingency Fund, and the Decommissioning Fund (as the terms "Revenue Fund," "Operating Fund," "Bond Fund," "Reserve and Contingency Fund," and "Decommissioning Fund" are defined in the Bond Resolution).

SECTION 2. Term of Agreement. This Agreement shall become effective on January 1, 2033, and its effectiveness is conditioned upon the execution and delivery of Project Power Sale Agreements by Power Agency and all Participants in a form materially identical to this Agreement1. This Agreement shall expire on the earlier of (i) December 5, 2043, or (ii) the date upon which the last unit at the Catawba Nuclear Station, whether Unit 1 or Unit 2, is retired. Neither termination nor expiration of this Agreement shall affect any accrued liability or obligation hereunder, including, but not limited to, cost of decommissioning.

SECTION 3. Financing, Acquisition, Construction, Operation and Maintenance. Power Agency, in good faith and in accordance with the provisions of the Project Agreements, shall use its best efforts in accordance with Usual Utility Practice: (i) to undertake, or cause to be undertaken, the study, planning, engineering, design, financing, construction, acquisition, operation, and maintenance of the Project; (ii) to obtain, or cause to be obtained, Federal, state, and local permits, licenses, and other rights and regulatory approvals necessary for the financing, construction, acquisition, operation, and maintenance of the Project; and (iii) to issue and sell Bonds, or notes or other evidences of indebtedness issued in anticipation of the issuance of Bonds, or Subordinated Debt; to finance the Costs of Acquisition and Construction; and to finance the costs referred to in Section 14 hereof, not otherwise provided for, as permitted by the terms of the Bond Resolution provided that, in each such case, Bonds, such notes or other evidences of indebtedness, or Subordinated Debt may then be legally issued and sold.

SECTION 4. Sale and Purchase of Participant's Share. During each Contract Year, Power Agency hereby sells, and Participant hereby purchases, its Participant's Share of Project Output. At any particular time during the term of this Agreement, the amounts of Project Output to which the Power Agency is entitled shall be calculated by giving effect to any sales thereof by Power Agency pursuant to power purchase agreements approved by all of the Participants.

The Participant covenants and agrees that it will not use or permit to be used any Project Output acquired hereunder in any manner or for any purpose which would cause any Bond which at the time of issuance thereof was not subject to treatment as an "industrial development bond," as defined in subsection (b)(2) of Section 103 of the Internal Revenue Code of 1954, as amended, of the United States of America as then in effect ("1954 Code"), to be subject to treatment under subsection (b)(1) of said Section 103 as an obligation not described in subsection (a)(1) of said

Section 103, or (2) a "private activity bond," as defined in section 141 of the Internal Revenue Code of 1986, as amended, of the United States of America as then in effect (the "1986 Code"), to be subject to treatment under subsection (b)(1) of Section 103 of the 1986 Code as an obligation not described in subsection (a) of Section 103 of the 1986 Code. The Participant, prior to entering into any contract whereby a non-exempt person as defined under Section 103(b)(2) of the 1954 Code or a person other than a governmental unit agrees to take, or to take or pay for or that would otherwise result in private business use under Section 141 of the 1986 Code, Project Output, shall notify Power Agency of its intent to enter into such a contract which notice shall describe such contract in reasonable detail. As soon after receipt of such notice as is practicable, Power Agency shall advise the Participant in writing as to whether in its opinion the entering into of such contract would result in the violation of the foregoing covenant, and the Participant agrees that if Power Agency so advises the Participant that such a violation would result, it shall not enter into such contract.

It is expressly understood and agreed that Power Agency does not hereby contract to furnish the Participant electric power for pumping water for extinguishing fires.

SECTION 5. Annual Budget and Billing Statements; Payments by the Participant.

(a) Prior to each Contract Year, Power Agency shall send to the Participant via either U.S. mail or electronic means a proposed Annual Budget for the Contract Year and shall adopt and send to the Participant, in the same manner that it sent the proposed Annual Budget for the Contract Year, an Annual Budget for the Contract Year. During each Contract Year, Power Agency shall review at least quarterly, and at such other times as Power Agency deems desirable, the Annual Budget for the Contract Year. In the event such review indicates that the Annual Budget does not or will not substantially correspond with actual receipts and expenditures, or if at any time

during such Contract Year there are or are expected to be extraordinary receipts, credits, or costs substantially affecting the Monthly Project Power Costs, Power Agency shall adopt and send to the Participant, via either U.S. mail or electronic means, an amended Annual Budget which shall supersede the Annual Budget or amended Annual Budget theretofore provided as the basis for the determination of Monthly Project Power Costs for the remainder of such Contract Year.

(b) Beginning with the first full month of the first Contract Year and every month of a Contract Year thereafter, not later than the tenth day of such month, Power Agency shall prepare, date, and on such date send to the Participant, via electronic means, a Billing Statement showing (i) the amount payable by the Participant as the Participant's Share of the Monthly Project Power Costs for the preceding month; (ii) the amount, if any, to be credited against Monthly Project Power Costs pursuant to paragraph (g) of this Section; and (iii) any other amounts payable by or credited to the Participant pursuant to this Agreement and not payable or credited pursuant to clauses (i) and (ii) of this paragraph.

(c) The amounts shown in the Billing Statement are to be paid by electronic means to Power Agency by the Participant and shall be due and payable ten (10) days after the date of the Billing Statement, and any amounts due and not paid by the Participant within fifteen (15) days after the date of the Billing Statement shall bear interest from the due date until paid, at the rate of one percent (1%) per month.

(d) In each Contract Year, the Participant shall pay to Power Agency, for the Participant's Share of Project Output, the Participant's Share of the Monthly Project Power Costs for such Contract Year. Such payments shall be made to Power Agency under this Agreement whether or not the Project is operable, operating, or retired and notwithstanding the suspension, interruption, interference, reduction, or curtailment of the Project Output or the power and energy

contracted for in whole or in part, for any reason whatsoever. Such payments shall not be subject to any reduction, whether by offset or otherwise, and shall not be conditioned upon the performance by the Power Agency or any other Participant under this or any other agreement or instrument, the remedy for any non-performance being limited to mandamus, specific performance, or other legal or equitable remedy.

(e) In the event of any dispute as to any portion of any Billing Statement, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to Power Agency not later than sixty (60) days after payment is due. Such notice shall identify the disputed bill, state the amount in dispute, and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. Power Agency shall give consideration to such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication, or otherwise) of the correct amount, there shall be made an appropriate adjustment to the Billing Statement next submitted to the Participant after such determination.

(f) On or before the first day of May following each Contract Year, Power Agency shall prepare and deliver to the Participant a detailed statement of the aggregate Monthly Project Power Costs and the Participant's Share thereof and any adjustment of or credit to the Participant's Share thereof pursuant to paragraph (g) of this Section 5 or under the Bond Resolution and other amounts payable by or credited to the Participant pursuant hereto for all of the months of such Contract Year. Such statement shall also identify adjustments of the aggregate Monthly Project Power Costs, if any, for any prior Contract Year and the Participant's Share thereof and any adjustment of or credit to the Participant's Share thereof pursuant to paragraph (g) of this Section 5,

based on the annual audit of accounts provided for in Section 8 hereof. If, on the basis of the statement submitted as provided in this paragraph (f), the actual aggregate Monthly Project Power Costs and the Participant's Share thereof and any adjustment of or credit to the Participant's Share thereof pursuant to paragraph (g) of this Section 5 or under the Bond Resolution and other amounts payable for any Contract Year exceed the estimate thereof on the basis of which the Participant has been billed, Power Agency shall add any such amounts to the Participant's next Billing Statement pursuant to this Section. If, on the basis of the statement submitted pursuant to this paragraph (f), the actual aggregate Monthly Project Power Costs and the Participant's Share thereof and any adjustment of or credit to the Participant's Share thereof pursuant to paragraph (g) of this Section 5 or under the Bond Resolution and other amounts payable for any Contract Year are less than the estimate therefor on the basis of which the Participant has been billed, Power Agency shall credit such excess against the Participant's next Billing Statement pursuant to this Section 5.

(g) To the extent not credited or to be credited against the Costs of Acquisition and Construction and to the extent not reflected as an offset to any charge made by Duke to Power Agency for costs included in Monthly Project Power Costs, all receipts; revenues; and other moneys received by or credited to Power Agency under the Project Agreements and from insurance proceeds, condemnation awards, damages in connection with the Project collected from contractors, subcontractors, or others; and proceeds from the sale or other disposition of assets (including surplus property), all related to the Project, shall, unless the Bond Resolution or the Project Agreements make contrary provision, be credited against the Monthly Project Power Costs.

(h) At the earliest reasonable time after decommissioning of the Catawba Nuclear Station, Power Agency shall prepare, date, and on such date send to the Participant via electronic means a final accounting statement showing the remaining obligations and liabilities for

which Power Agency is responsible under the Bond Resolution and the Project Agreements and the costs to Power Agency of discharging and satisfying the same. The final accounting statement shall credit to the Participants, and deduct from any amount otherwise chargeable to them, the fair market value of any assets related to the Project then retained by Power Agency. If the final accounting statement shows that such obligations and liabilities exceed such credits after application by Power Agency of all other funds available for such purpose, the Participant shall pay Power Agency a sum determined by multiplying the amount shown to be due in such accounting statement by the Participant's Share. If the final accounting statement shows that such obligations and liabilities are less than such credits after application by Power Agency of all other funds available for such purpose, Power Agency shall pay the Participant a sum determined by multiplying the amount of the excess credit by the Participant's Share. The final accounting statement shall be sent via electronic means, and amounts due thereunder shall be paid in the same manner and under the same terms and conditions as is provided herein with respect to Billing Statements or as otherwise agreed by the Participant and Power Agency. The Parties' obligations under this Section 5(h) shall survive the expiration or earlier termination of this Agreement.

SECTION 6. Source payments by the Participants; Certain Obligations of Participants.

(a) The obligations of the Participant to make the payments under Section 5 shall be an operating expense of its Electric System. The Participant shall not be required to make any payments to Power Agency under this Agreement except from its Revenues.

(b) The Participant covenants and agrees that it will fix, charge, and collect rents, rates, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System sufficient to provide Revenues adequate to meet its obligations under this Agreement, and to pay any and all

other amounts payable from or constituting a charge and lien upon such Revenues, including amounts sufficient to pay the principal of and interest on all general obligation bonds heretofore or hereafter issued by the Participant to finance its Electric System.

(c) The Participant covenants and agrees that in accordance with Usual Utility Practice it (i) shall at all times operate the properties of its Electric System and the business in connection therewith in an efficient manner and at reasonable cost; (ii) shall maintain its Electric System in good repair, working order, and condition; and (iii) shall from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments, and furnishings to its Electric System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

(d) The Participant further covenants and agrees that it shall not abandon, sell, mortgage, lease, or otherwise dispose of or encumber its Electric System or any part thereof except as permitted by the following provisions of this paragraph (d):

(1) The Participant may, in the ordinary course of the business of operating and maintaining its Electric System, abandon, scrap, trade-in, sell, or otherwise dispose of any property or equipment if the Participant determines that such property or equipment is surplus, obsolete, or otherwise not required for the operation and maintenance of its Electric System.

(2) The Participant may abandon, sell, lease, mortgage, or otherwise dispose of or encumber any property and equipment if the Participant determines, with the written concurrence of Power Agency, that, taking into account past and current operating results of its Electric System and any replacements or intended replacements for such property and equipment to be disposed of, the proposed action will not have a material adverse effect

on its Revenues or on the operations of its Electric System, or materially increase the operating and maintenance expenses of its Electric System.

(3) The Participant may abandon, sell, mortgage, lease, or otherwise dispose of or encumber its Electric System but only if (i) the Participant has assigned and transferred this Agreement and all interests herein (including Project Output) to one or more other Participants who have assumed all of the transferor Participant's duties and obligations hereunder, in which case the transferor Participant shall be relieved from all such duties and obligations and (ii) the transferee Participant has assumed the obligation of serving the load of the transferor Participant; provided, however, that no such assignment or transfer shall be made at any time if the same would cause the aggregate Participants' Shares assigned or transferred pursuant to the provisions of clause (i) above to exceed twenty-five percent (25%) of Project Output. Any disposition or encumbrance permitted by this clause (3) shall be subject to the assignment provisions of Section 22.

(4) The Participant may merge or consolidate its Electric System with, or such Electric System may be merged or consolidated into, the Electric Systems of one or more other Participants.

(5) The Participant may merge or consolidate with, or be merged or consolidated into, one or more units of local government which shall have assumed all of the Participant's duties and obligations hereunder, in which event the transferor participant shall be relieved from all such duties and obligations, but only if the Local Government Commission of the State of North Carolina shall have determined that after such merger or consolidation the survivor unit of local government will have the ability to meet the obligations of such Participant hereunder.

(6) In the event of a disposition or encumbrance permitted by clause (3) or a merger or consolidation permitted by clauses (4) and (5) of this paragraph (d), the Participant shall provide to Power Agency a counsel's opinion satisfactory in form and substance to counsel to Power Agency that, (i) in the event of such a disposition or encumbrance, the transferee Participant has assumed and become liable for the duties and obligations of the transferor Participant to the extent of the transferor Participant's Share obtained and has agreed to assume the obligations of paragraphs (b) and (c) of this Section or (ii) in the event of such a merger or consolidation, that following such merger or consolidation, the Electric System or unit of local government (if not the Participant), as the case may be, surviving such merger or consolidation shall remain or shall have become subject to this Agreement and liable for the duties and obligations of the Participant hereunder to the same extent that such Electric System or Participant had been so subject prior to such merger or consolidation and has agreed to assume the obligations of paragraphs (b) and (c) of this Section.

(e) The Participant shall not issue bonds, notes, or other evidences of indebtedness, or enter into an agreement to take or to take or pay for power and energy from a project, payable from its Revenues on a parity with or superior to the payment of operating expenses of its Electric System (including Monthly Project Power Costs hereunder) unless an independent consulting engineer or engineering firm or corporation having a national and favorable reputation for special skill, knowledge, and experience in analyzing the operations of electric utility systems shall render and file with Power Agency a written opinion that the facilities for the financing of which the bonds, notes, or other evidences of indebtedness are being issued or with respect to which such agreement is being entered into are (or were when the Participant committed itself to them by

contract or financing) reasonably expected to properly and advantageously contribute to the conduct of the business of its Electric System in an efficient and economical manner consistent with Usual Utility Practice.

(f) The Participant shall take no action the effect of which would be to prevent, hinder, or delay Power Agency from the timely fulfillment of its obligations under this Agreement, the Project Agreements, the Bond Resolution, the Bonds, other securities or evidences of indebtedness issued to provide the amounts due and payable by Power Agency under the Sales Agreement, any agreements between Power Agency and Duke or between Power Agency and any Participant relating to Distribution Delivery Stations (as defined in the Interconnection Agreement), or any other agreement between Power Agency and any Participant.

SECTION 7. Dispatch; Metering; Deliveries. The Project Output will be dispatched, metered, and delivered in accordance with the Interconnection Agreement at the point in the Catawba Nuclear Station switchyard where the Project interconnects with the facilities of Duke as specified and defined in the Interconnection Agreement.

SECTION 8. Records; Accounts; Reports; Audits. Power Agency shall keep accurate records, accounts, and information supporting costs and related allocations associated with the Project and Project Output, direct and indirect, separate and distinct from its other records and accounts. Such records and accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting and of national reputation, to be employed by Power Agency. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection by the Participant at any reasonable time at the principal office of Power Agency.

The Participant shall keep accurate records and accounts for its Electric System, separate and distinct from its other records and accounts. Such records and accounts shall be audited annually by a firm of certified public accountants or by an accountant certified by the Local Government Commission of the State of North Carolina as qualified to audit local government accounts, which audit may be part of the annual audit of the accounts of the Participant. Such records and accounts shall be made available for inspection by Power Agency at any reasonable time, and a copy of such annual audit, including all written comments and recommendations of such accountants, shall be made available to Power Agency not later than one hundred twenty (120) days after the close of the Participant's fiscal year.

Power Agency shall, following the close of each fiscal year, submit an annual report of its activities for the preceding year to the Participant summarizing the Power Agency's activities and financial statement.

SECTION 9. Information to be Made Available.

(a) Subject to the provisions of the Project Agreements and the By-Laws of Power Agency, there shall be available for inspection at any reasonable time by the Participant the following:

(1) drawings, plans, specifications and terms of contracts relating to the operation of the Project;

(2) agreements and data relating to the financing of the Project;

(3) operating and financial records and reports relating to the Project; and

(4) policies of insurance carried pursuant to Section 10 hereof.

(b) Subject to the provisions of the Project Agreements, the Participant's representatives shall at all times be given reasonable access to the Project.

(c) The Participant shall, upon request, make available to Power Agency all such information, certificates, engineering reports, feasibility reports, financial statements, opinions of counsel, and other documents as shall be reasonably necessary in connection with the financing of the Project, and the costs of producing or obtaining the same shall be a part of the Costs of Acquisition and Construction.

SECTION 10. Insurance. Subject to the provisions of the Project Agreements and the Bond Resolution, Power Agency shall maintain, or cause to be maintained, in force, as part of the Costs of Acquisition and Construction or Monthly Project Power Costs, insurance with responsible insurers with policies payable to Power Agency, against risk of direct physical loss, damage, or destruction of the Project at least to the extent that similar insurance is usually carried by utilities operating electric generation, and related facilities of the nature of the electric generation and related facilities of the Project, including liability insurance and employees' liability, all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements and conform to Usual Utility Practice.

SECTION 11. Sale of Excess Participant's Share. Subject to the Project Agreements, in the event that the Participant shall determine that all or any part of the Participant's Share of Project Output is in excess of the requirements of the Participant, the Participant shall notify Power Agency of such determination, and Power Agency shall use its best efforts to sell and transfer for any period of time all or part of such excess. The other Participants shall have the first right to accept each such disposal pro rata among those exercising such right. If all or any portion of such excess of the Participant's Share of Project Output is sold pursuant to this Section, the Participant's Share shall not be reduced and the Participant shall remain liable to Power Agency to pay the full amount of its Participant's Share of Monthly Project Power Costs as if such sale had not been made; provided,

however, that such liability shall be discharged to the extent that Power Agency shall receive payment for such excess Project Output from the purchaser or purchasers thereof.

SECTION 12. Obligations in the Event of Default.

(a) Upon failure of the Participant to make any payment in full when due under this Agreement or to perform any other obligation herein, Power Agency shall make demand upon the Participant, and if said failure is not cured within fifteen (15) days from the date of such demand, it shall constitute a default at the expiration of such period. Notice of such demand shall be provided to the other Participants by Power Agency.

(b) If the Participant shall fail to pay any amounts due to Power Agency under this Agreement or to perform any other obligation hereunder which failure constitutes a default under this Agreement, Power Agency may and if such default shall have caused an "Event of Default" (as defined in the Operating Agreement) with respect to Power Agency to have occurred and be continuing for a period of one (1) year, at the request of Duke, shall terminate the provisions of this Agreement insofar as the same entitle the Participant to its Participant's Share of Project Output. Except for such termination, the obligations of the Participant under this Agreement shall continue in full force and effect. For purposes of applying the other provisions of this Section, such a termination shall be considered to be a default under this Agreement.

(c) Upon the failure of the Participant to make any payment which failure constitutes a default under this Agreement, or upon termination as provided in paragraph (b) of this Section, Power Agency shall use its best efforts to sell and transfer all or a portion of such Participant's Share of Project Output for all or a portion of the remainder of the term of this Agreement. The other Participants shall have the first right to accept each such disposal pro rata among those exercising such right. If all or any portion of the Participant's Share of Project Output

is transferred pursuant to this paragraph, the Participant's Share shall not be reduced, and the Participant shall remain liable to Power Agency to pay the full amount of its Participant's Share of Monthly Project Power Costs as if such sale had not been made, except that such liability shall be discharged to the extent that Power Agency shall receive payment from the purchaser or purchasers thereof.

(d) Upon the failure of any Participant(s) to make any payment which failure constitutes a default under this Agreement, or upon termination as provided in paragraph (b) of this Section, and except as transfers are made pursuant to paragraph (c) of this Section, the Participant's Share of each nondefaulting Participant shall be automatically increased for the remaining term of this Agreement pro rata based on allocated demands with that of the other nondefaulting Participant(s) and the defaulting Participant's(s') Share(s) shall be reduced correspondingly; provided, however, that no such reduction shall reduce the defaulting Participant's(s') obligations under paragraph (e) of this Section, and provided further, however, that the sum of such increases for any nondefaulting Participant pursuant to this paragraph shall not exceed, without consent of the nondefaulting Participant, an accumulated maximum of 25% of the nondefaulting Participant's Share prior to any such increases.

(e) If the Participant shall fail or refuse to pay any amounts due to Power Agency hereunder, the fact that other Participants have assumed the obligation to make such payments shall not relieve the defaulting Participant of its liability for such payments, and any Participants assuming such obligation, either individually or as a member of a group, shall have a right of recovery from the defaulting Participant. Power Agency or any Participants as their interests may appear, jointly or severally, may commence such suits, actions, or proceedings, at law

or in equity, including suits for specific performance, as may be necessary or appropriate to enforce the obligations of this Agreement against the defaulting Participant.

(f) In the event of any default by Power Agency under any covenant, agreement, or obligation of this Agreement, the Participant may, upon fifteen (15) days written notice to Power Agency, bring any suit, action, or proceeding, in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against Power Agency.

(g) No remedy conferred upon or reserved to the parties hereto is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing at law, in equity, by statute or otherwise, but each and every such remedy shall be cumulative and shall be in addition to every other such remedy. The pursuit by either party of any specific remedy shall not be deemed to be an election of that remedy to the exclusion of any other or others, whether provided hereunder or by law, equity, or statute.

SECTION 13. Rights of Duke Hereunder. In addition to the rights described in paragraph (b) of Section 12, Duke shall have the right, as a third party beneficiary, to maintain suit to enforce this Agreement whenever any "Event of Default" by Power Agency as defined in the Operating Agreement shall have occurred and shall not have been fully cured and in such enforcement Duke shall have the same rights as Power Agency to enforce this Agreement. It is recognized that the exercise of any of such rights by Duke shall not affect any rights of Duke against Power Agency whether arising under the Project Agreements, at law, in equity, provided by statute, or otherwise.

SECTION 14. Issuance of Obligations for Renewals, Etc., for Refunding and for Other Purposes. In addition to the issuance of Bonds, notes, or other evidences of indebtedness issued in anticipation of the issuance of Bonds, and Subordinated Debt to pay the Costs of Acquisition and

Construction as provided in Section 3 hereof, Power Agency may issue Bonds in accordance with the provisions of the Bond Resolution, or may issue such notes or other evidences of indebtedness or Subordinated Debt, at any time and from time to time in the event funds are required to provide for:

(1) renewals, extraordinary repairs, replacements, modifications, capital additions, and betterments for the Project (a) which are required by any governmental agency or authority with authority to issue or make and enforce an order or decision requiring the same or (b) which in the opinion of the Consulting Engineer are necessary or desirable to achieve design capability; to improve operating reliability; to reduce unit power costs; or for safety, public health, or environmental purposes;

(2) acquisition of fuel for the Project, including land, rights, leases, options, working capital, equipment, structures, facilities, advances, or prepayments and reserves therefor;

(3) retirement from service, decommissioning, or termination of the Project;

(4) renewals, extraordinary repairs, replacements, modifications, capital additions and betterments, acquisition of fuel, retirement from service, decommissioning, or termination for which Power Agency is responsible under the Project Agreements including, but not limited to, any costs incurred under the exchange payment provisions of Article 14 of the Interconnection Agreement; provided, however, that Power Agency shall not voluntarily consent to any such renewal, extraordinary repair, replacement, modification, capital addition, or betterment (a) unless the same are required by any governmental agency or authority with authority to issue or make and enforce an order or decision requiring the same or (b) unless in the opinion of the Consulting Engineer the

same are necessary or desirable to achieve design capability; to improve operating reliability; to reduce unit power costs; or for safety, public health, or environmental purposes;

(5) refunding of Bonds or refunding any such notes or other evidences of indebtedness or refunding any Subordinated Debt, provided that no such Bonds or notes or other evidences of indebtedness shall be issued to refund Subordinated Debt unless and to the extent such Subordinated Debt shall have been issued to pay Costs of Acquisition and Construction or for one or more of the purposes specified in clauses (1) through (6) of this Section;

(6) the deposit or deposits required to be made under the Bond Resolution from the proceeds of Bonds into any fund or account established pursuant to the Bond Resolution; and

(7) in the case of Subordinated Debt, for any other purpose in connection with the Project.

Bonds shall be issued for the purposes specified in clauses (1) through (4) of this Section only to the extent that Power Agency is not reimbursed for the payment of the costs set forth in such clauses from the proceeds of insurance or funds for such payment are not available, as determined by Power Agency, to Power Agency from any fund or account established under the Bond Resolution. The determination of availability shall be in the sole discretion of Power Agency, shall be conclusive, and may take into account such factors as more beneficial uses and the desirability of establishing or maintaining reserves.

SECTION 15. Consulting Engineer. Power Agency will retain on a continuous basis, as Consulting Engineer, an independent consulting engineer or engineering firm or corporation

having a national and favorable reputation for special skill; knowledge; and experience in analyzing the operations of electric utility systems, preparing rate analyses, forecasting the loads and revenues of electric utility systems and in the marketing of power and energy therefrom (which Consulting Engineer shall be the consulting engineer appointed and retained by Power Agency under the Bond Resolution) to advise Power Agency upon request and render opinions to Power Agency upon request on matters relating to electric power generation, transmission, power supply, electric utility operations, rates and charges, electric utility economics and financing, and budgets. Power Agency shall cause the Consulting Engineer to prepare within one hundred sixty (160) days following the close of each Contract Year an annual engineering report with respect to the Project and Project Output as affected by the Project Agreements for the immediately preceding Contract Year, which report shall contain a copy of the annual audit and shall include:

(1) a report on the operations of Power Agency;

(2) a report on the management of the Project;

(3) a report on the sufficiency of rates and charges for services;

(4) a report on requirements for future bulk power supply; and

(5) conclusions as to changes in operation and the making of repairs, renewals, replacements, extensions, betterments, and improvements.

(a) If, in the performance of its duties, the Consulting Engineer becomes aware of the fact that Power Agency in any material way shall have failed to perform or comply with the covenants and agreements contained in the Bond Resolution, or Power Agency or any other party in any material way shall have failed to perform or comply with such party's covenants and agreements contained in the Project Agreements or the Project Power Sales Agreements such report shall specify the details of such failure. In the making of such report, the Consulting

Engineer may rely, unless the Consulting Engineer has reason to believe that any of the reports or findings is not accurate, upon the audit report of the independent certified public accountants to Power Agency, reports of Duke with respect to the Project and the Catawba Nuclear Station, and the reports and findings of qualified independent consultants to Power Agency having special skill, knowledge, and experience with respect to the matters relied upon.

(b) Power Agency shall cause a copy of said engineering report to be made available to each Participant and to the Local Government Commission of the State of North Carolina.

SECTION 16. Modification and Uniformity of Agreements.

(a) This Agreement shall not be subject to termination by any party under any circumstances, whether based upon the default of any other party under this Agreement, or any other instrument, or otherwise, except as specifically provided in this Agreement.

(b) This Agreement shall not be amended, modified or otherwise changed, or rescinded by agreement of the parties (i) in any manner that will have a material adverse effect on the security afforded by the provisions of this Agreement for the payment of the principal of and premium, if any, and interest on the Bonds as they respectively become payable, so long as any of the Bonds are outstanding and unpaid or funds are not set aside for the payment or retirement thereof in accordance with the Bond Resolution; (ii) in any manner that would limit or reduce the obligation of the Participant to make payments pursuant to paragraph (d) of Section 5 hereof; or (iii) with respect to the following provisions of this Agreement without the prior written consent of Duke: paragraphs (b) and (f) of Section 6, paragraph (b) of Section 12, Section 13, clause (iii) of paragraph (b) of this Section 16, and paragraph (a) of Section 17.

(c) If any other Project Power Sales Agreement is amended or replaced so that it contains terms and conditions different from those contained in this Agreement, Power Agency shall notify the Participant and upon timely request by the Participant shall amend this Agreement to include similar terms and conditions.

SECTION 17. Continuance and Enforcement of Agreement.

(a) Except as provided in paragraph (b) of Section 12, Power Agency shall continue this Agreement in full force and effect and shall enforce this Agreement in accordance with its terms to the extent permitted by law.

(b) Any waiver at any time by either party to this Agreement of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Agreement, shall not be considered a waiver with respect to any subsequent default, right, or matter. Further, the failure of a party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall not be considered to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every such provision.

SECTION 18. Relationship to Other Instruments.

(a) It is recognized by the parties hereto that Power Agency in the ownership, construction, acquisition, and operation of the Project must comply with the requirements of the Project Agreements; the Bond Resolution; and all licenses, permits and regulatory approvals necessary for such ownership, construction, acquisition, and operation, and it is therefore agreed that this Agreement is made subject to the terms and provisions of the Project Agreements; the Bond Resolution; and all such licenses, permits, and regulatory approvals.

(b) Notwithstanding any provision in this Agreement to the contrary, nothing contained herein shall prohibit or prevent, or be deemed or construed to prohibit or prevent, Power Agency from amending or supplementing the Project Agreements without the consent of the Participant; provided, however, that any such amendment or supplement to the Project Agreements (i) shall have been found by the Board of Commissioners of Power Agency to be in the economic interests of Power Agency and each Participant affected thereby, (ii) shall not in any manner have a material adverse effect on the security for the payment of the Bonds, and (iii) shall have been made available to the Participant prior to adoption by the Board of Commissioners.

SECTION 19. Notices and Computations of Time. Any notice or demand given by the Participant to Power Agency under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to the Chief Executive Officer of Power Agency at its principal office designated in writing as filed with the Participant by Power Agency. Any notice or demand given or rendered by Power Agency to the Participant under this Agreement shall be deemed properly given or rendered if mailed-postage prepaid and addressed to the person and at the address as designated in writing filed with the Power Agency by the Participant. Any other communication, including any budget or statement, given or rendered by Power Agency to the Participant under this Agreement shall be deemed properly given if provided electronically at the e-mail address designated in writing filed with Power Agency by the Participant. The designations of the name, address, and e-mail address to which any such communication is directed may be changed at any time and from time to time by either party giving notice electronically by email to the Chief Executive Officer of Power Agency or as above provided.

In computing any period of time prescribed or allowed under this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The

last day of the period so computed is to be included, unless it is a Saturday, a Sunday, or a legal holiday in North Carolina, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday in North Carolina.

SECTION 20. Applicable Law; Construction. This Agreement is made under and shall be governed by the law of the State of North Carolina. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION 21. Severability. If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause, or provision or any part thereof so adjudicated to be invalid had not been included herein. In the event of any such invalidity, the parties hereto shall promptly negotiate in good faith valid new provisions to restore the agreement to its original intent and effect.

SECTION 22. Assignment of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein (including Project Output) shall be assigned, transferred, or sold by the Participant without the written consent of Power Agency, except as expressly permitted by Section 12 hereof. Except as expressly provided in Section 6 hereof, no such assignment, transfer, or sale shall relieve the Participant of any obligation hereunder.

SECTION 23. Entire Agreement. This Agreement shall constitute the entire understanding among the parties hereto, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. No party hereto has relied, or will rely,

upon any oral or written representation or oral or written information made or given to such party by any representative of the other party or anyone on its behalf.

SECTION 24. Preaudit Certification. Execution of this Agreement by the finance officer of the Participant shall constitute a certification of such finance officer that, to the extent this Agreement requires the Participant to satisfy a financial obligation during the Participant's fiscal year in which the Effective Date occurs, this Agreement has been preaudited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

SECTION 25. Manager's Approval. Execution of this Agreement by the Town Manager of the Participant shall constitute compliance with the provisions of Section 5.3 of the Participant's Charter that allows the Town Manager to execute contracts and other legal instruments in the name and on behalf of the Town.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all by authority of their respective governing bodies duly given.

Executed this ____ day of _____, 2026.

TOWN OF HUNTERSVILLE

By:_____
Christy Clark, Mayor

Attest:

This instrument has been preaudited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

_____
Janet Pierson, Town Clerk

_____
Pattie McGinnis, Town Finance Officer

(SEAL)

For purposes of Section 25 only:

_____
Anthony Roberts, Town Manager

Executed this ____ day of _____, 2026.

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

By:_____
Chief Executive Officer

Attest:

_____
Secretary-Treasurer

(SEAL)

[Signature Page of Amended and Restated Project Power Sales Agreement]

EXHIBIT A

PARTICIPANTS

City of Albemarle
Town of Bostic
City of Cherryville
Town of Cornelius
Town of Drexel
City of Gastonia
Town of Granite Falls
City of High Point
Town of Huntersville
Town of Landis
City of Lexington
City of Lincolnton
Town of Maiden
City of Monroe
City of Morganton
City of Newton
Town of Pineville
City of Shelby
City of Statesville

EXHIBIT B

CALCULATION OF THE PARTICIPANT'S SHARE

Power Agency shall calculate the Participant's Share annually to reflect the Participant's Load Ratio Share based on the 5-year (60-month) period ending July 1 of the prior year. For purposes of calculating the Load Ratio Share, the following definitions will apply:

"Load Ratio Share" means, with respect to the Participant, a 50/50 weighting of the following two percentages:

(1) the percentage that is equal to the sum of the Participant's Monthly Non-Coincident Peak Demand during the previous five (5) years divided by the sum of all Participants' Monthly Non-Coincident Peak Demands during the same five (5) years; and

(2) the percentage that is equal to the sum of the Participant's Monthly Energy during the previous five (5) years divided by the sum of all Participants' Monthly Energy during the same five (5) years.

For purposes of these percentages, demand and energy values shall be adjusted in accordance with Power Agency's Policy Regarding Generation on Participant Distribution Systems, dated April 21, 2023, as may be amended from time to time, and reduced by allocations received by the Participant from the Southeastern Power Administration.

"Monthly Non-Coincident Peak Demand" means, for any month, the Participant's highest integrated clock hour demands (in kW) recorded during such month. If a Participant's demands are not metered at transmission voltage, metered values shall be compensated (using the compensation procedure established in the Restated Interconnection Agreement (dated as of June 21, 1982, as amended, between Power Agency and Duke Power Company)) to reflect delivery at transmission voltage for the purpose of determining Monthly Non-Coincident Peak Demand.

"Monthly Energy" means, for any month, the Participant's total kWh of energy delivered to the Participant by Power Agency during the month as adjusted by the DG policy. If the Participant's energy requirements are metered at transmission voltage, Monthly Energy shall be based upon metered values. If a Participant's energy requirements are not metered at transmission voltage, metered values shall be compensated (using the compensation procedure established in the Restated Interconnection Agreement (dated as of June 21, 1982, as amended, between Power Agency and Duke Power Company)) to reflect delivery at transmission voltage for the purpose of determining Monthly Energy.

ELECTRICITIES OF NORTH CAROLINA, INC.
BOARD OF DIRECTORS

RESOLUTION NO. BDR-1-26

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT CATAWBA NUCLEAR PROJECT AND NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT AND RELATING TO OTHER MATTERS IN CONNECTION WITH THE FOREGOING

WHEREAS, North Carolina Municipal Power Agency Number 1 ("Power Agency") and its 19 members ("Participants") are parties to that certain Project Power Sales Agreement, dated May 1, 1978, as it has been amended from time to time, that provides for the sale of Project Output through December 31, 2032; and

WHEREAS, Power Agency and the Participants are parties to that certain Supplemental Power Sales Agreement, dated May 1, 1978, as it has been amended from time to time, that provides for the Power Agency to sell, and the Participant to purchase, the balance of its All Requirements Bulk Power Supply, through April 30, 2028, after taking into account the provision of Project Output by Power Agency pursuant to the Project Power Sales Agreement; and

WHEREAS, Economic analysis ("Economic Analysis") conducted by GDS Associates demonstrates the ongoing value of the relationship between Power Agency and the Participants and the value of continuing that relationship into the future; and

WHEREAS, Power Agency wishes to continue to serve the Participants and the Participants wish to continue to receive Project Output and All Requirements Bulk Power Supply through December 5, 2043; and

WHEREAS, The Board of Commissioners of Power Agency adopted Resolution A1R-2-26 at its official meeting on January 20, 2026, recommending that the Board of Directors of ElectriCities of North Carolina Inc. ("Board") take action to amend and restate the Project Power Sales Agreement and the Supplemental Sales Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ELECTRICITIES OF NORTH CAROLINA, INC.:

1. It is hereby found and determined that it is in the best interests of Power Agency to enter into the North Carolina Municipal Power Agency Number 1 Amended and Restated Project Power Sales Agreement Catawba Nuclear Project and North Carolina Municipal Power Agency Number 1 Amended and Restated Supplemental Power Sales Agreement copies of which are attached to this resolution ("Amended Agreements").

2. The Board of Directors of ElectriCities of North Carolina, Inc. ("Board") hereby authorizes and directs the Chief Executive Officer and an Assistant Secretary to execute for and on behalf of Power Agency the Amended Agreements, with such additions, changes, deletions, or modifications thereto as, after consultation with counsel and upon approval of the Chairman and Chief Executive Officer, may be necessary, advisable or convenient, in the name and on behalf of Power Agency and thereupon to cause such Amended Agreements to be delivered to the Participants with the recommendation of this Board of Directors that they be approved and executed by the Participants.

3. The execution of the Amended Agreements by the Chief Executive Officer and an Assistant Secretary shall constitute conclusive evidence of such consultation with counsel and final approval by both the Chairman and Chief Executive Officer of any and all changes or revisions therein from the forms thereof presented to this meeting.

4. This Board hereby authorizes and directs its proper officers, counsel, employees and agents to execute such documents or take such action as upon the advice of counsel shall be necessary, advisable or convenient to obtain the consent of Participants to, and approval of, the Amended Agreements.

5. This Board hereby directs the Chief Executive Officer to cause to be furnished to Participants a copy of each of the following: (i) this Resolution, (ii) execution and work copies of the Amended Agreements, and (iii) the Economic Analysis.

6. This Board hereby directs its Secretary to file with the minutes of this meeting each of the documents referred to in clauses (i) through (iii) of paragraph 5 hereof as presented and available at this meeting.

7. This Resolution shall take effect upon its adoption.

ADOPTED this 23rd day of January, 2026.

Chairman

ATTEST:

Secretary

Note: This item will be discussed in Closed Session. Any votes taken on this item will be taken in Open Session.

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: NCMPA1 - Amended and Restated Supplemental Power Sales Agreement

---

EXPLAIN REQUEST:

Consider approving the Amended and Restated Supplemental Power Sales Agreement between North Carolina Municipal Power Agency Number 1 and the Town of Huntersville.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. NCMPA1 - Supplemental Power Sales Agreement - 2026 Amended and Restated
2. Exhibit A - NCMPA1 - Resolution BDR-1-26

Working Copy
DO NOT EXECUTE

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT

TABLE OF CONTENTS

SECTION		PAGE
1	Definitions	2
2	Term of Agreement	5
3	Sale and Purchase of All Requirements Bulk Power Supply and Supplemental Bulk Power Supply	6
4	Rates and Charges	9
5	Total Annual Budget and Monthly Bills; Payments By the Participant	9
6	Rate Review; Payment Sources	12
7	Obligations in the Event of Default	13
8	Rights of Duke and Others Hereunder	14
9	Dispatch; Deliveries; Distribution Delivery Station Costs; Load Forecasts; System Reliability	15
10	Consulting Engineer	17
11	Participant Planning and Operations	18
12	Miscellaneous General Provisions	20
13	Future Projects Undertaken by Power Agency	24
14	Records; Accounts; Reports; Audits	24
15	Modification and Uniformity of Agreements	25
16	Assignment of Agreement	26
17	Severability	26
18	Applicable Law; Construction	26
19	Survivorship of Obligations	27
20	No Delay	27
21	Further Documentation	27

22	Incorporation of Exhibits	27
23	Continuance and Enforcement of Agreement	28
24	Relationship to Other Instruments	28
25	Entire Agreement	28
26	Preaudit Certification	29
27	Manager's Approval	29

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1
AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT

THIS AGREEMENT is dated as of January 23, 2026, by North Carolina Municipal Power Agency Number 1, a joint agency of the State of North Carolina ("Power Agency"), and the Town of Huntersville, a municipality of the State of North Carolina which has executed this Agreement (the "Participant"). Capitalized terms not defined in Section 1 or otherwise herein shall have the meanings assigned thereto in the Project Power Sales Agreements and the Project Agreements (each as hereinafter defined).

WHEREAS, Power Agency has heretofore been duly organized as a public body and a body corporate and politic under the laws of the State of North Carolina (G.S. Chapter 159B) and, among other things, is authorized to sell for resale electric power and energy; and

WHEREAS, the Participant is a city or town created under the laws of the State of North Carolina, owning a system or facilities for the generation, transmission, or distribution of electric power and energy for public and private use, and is authorized by said laws to contract to buy from Power Agency the power and energy required for its present and future requirements; and

WHEREAS, the Participant has need of an economical and reliable source of electric power and energy to meet the growing demands of its customers and has determined to purchase such electric power and energy from resources owned, controlled, or purchased by Power Agency; and

WHEREAS, Power Agency owns and manages the maintenance and operations of a 75% undivided ownership interest in Unit 2 and a 37.5% undivided ownership interest in the Support Facilities of the Catawba Nuclear Station for the supply of power and energy to the Participant and all other Participants contracting with Power Agency therefor pursuant to Project Power Sales

Agreements dated May 1, 1978, and subsequently amended October 31, 1984, April 15, 2005, and July 28, 2023, ("Project Power Sales Agreements"); and

WHEREAS, Power Agency has entered into Project Agreements with Duke with respect to the purchase, construction, operation, and fueling of the Project, and interconnection of the Project with Duke's transmission system, including backstand and reliability exchange provisions, copies of which agreements have been furnished to the Participant; and

WHEREAS, Power Agency and Duke are parties to the Network Integration Transmission Service Agreement ("NITSA") that is on file with the Federal Energy Regulatory Commission as Service Agreement No. 212 of Duke's Open Access Transmission Tariff ("OATT") and that incorporates as Exhibit E thereto a Network Operating Agreement ("NOA") between Duke and Power Agency, as both the NITSA and NOA are amended from time to time; and

WHEREAS, Power Agency and the Participant are parties to that certain Supplemental Power Sales Agreement, dated May 1, 1978, as amended on October 31, 1984, that provides for the Power Agency to sell, and the Participant to purchase, the balance of its All Requirements Bulk Power Supply, through April 30, 2028, after taking into account the provision of Project Output by Power Agency pursuant to the Project Power Sales Agreement; and

WHEREAS, this Agreement amends and restates that certain Supplemental Power Sales Agreement, by and between the Power Agency and Participant to effect sales beginning on May 1, 2028 and to amend and restate the obligations therein as of May 1, 2028.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. Definitions. The singular of any term defined in this Agreement shall encompass the plural, and the plural the singular, unless the context indicates otherwise.

(a) "All Requirements Bulk Power Supply" shall mean, with respect to the Participant, all electric power and energy required by the Participant at its Delivery Point(s), exclusive of any purchases of power and energy by the Participant from the Southeastern Power Administration ("SEPA"), and shall include Project Output and Supplemental Bulk Power Supply.

(b) "Contract Year" means the 12-month period commencing 12:01 a. m. local time on January l of each year during the term of this Agreement and ending midnight local time on the December 31 next following (or such other 12-month period as Power Agency shall determine); provided, however, that the first Contract Year shall commence at 12:01 a.m. local time on May 1, 2028; and provided further, however, that the last Contract Year shall end at midnight local time on the date of termination of this Agreement as provided in Section 2 hereof;

(c) "Monthly Bill" means the written statement prepared monthly by Power Agency and delivered to the Participant pursuant to Section 5 herein.

(d) "Participants'' means the entities that have entered into Project Power Sales Agreements.

(e) "Power Agency" has the meaning set forth in the Preamble.

(f) "Project" means Power Agency's 75% undivided ownership interest in Unit 2 of the Catawba Nuclear Station and 37.5% undivided ownership interest in the Support Facilities of the Catawba Nuclear Station.

(g) "Project Agreements" shall mean the agreements defined in the Project Power Sales Agreements as follows:

(i) Sales Agreement

(ii) Operating Agreement

(iii) Interconnection Agreement.

(h) "Project Power Sales Agreements" means the North Carolina Municipal Power Agency Number 1, Project Power Sales Agreements, Catawba Nuclear Project, dated as of May 1, 1978 between the Power Agency and each of the Participants individually with respect to the purchase and sale of Project Output, as the same may be amended from time to time.

(i) "Supplemental Bulk Power Supply" shall mean, with respect to a Participant, that portion of All Requirements Bulk Power Supply required by such Participant in excess of that supplied from Project Output and, unless otherwise provided, from power and energy purchases made by Power Agency and from any future projects owned or controlled by Power Agency from which the Participant contracts with Power Agency to purchase electric power and energy. Since Project Output is sold to the Participants at the point of electrical connection of the Project with the Duke transmission system required to deliver Project Output to the Participants pursuant to the Project Power Sales Agreements, Supplemental Bulk Power Supply shall include all transmission service to deliver All Requirements Bulk Power Supply to the Participant's Delivery Point(s) and provision of all reserves and other backstand services, supplemental capacity and energy, and all other types of purchases and interchange service necessary to integrate Project Output into Power Agency's overall bulk power supply arrangement and deliver the All Requirements Bulk Power Supply to the Participants.

(j) "Supplemental Power Sales Agreement" or "Agreement" shall mean this Agreement and all other agreements substantially identical to this Agreement entered into by Power Agency and the Participants individually with respect to the purchase and sale of Supplemental Bulk Power Supply.

(k) "Supplemental Power Costs" for any period shall mean all costs associated with or incidental to All Requirements Bulk Power Supply for such period less Monthly Project Power

Costs. Supplemental Power Costs shall include without limitation (i) working capital deemed necessary by Power Agency, (ii) costs and expenses related to the acquisition, construction, maintenance and operation of an administrative building or office, including land therefor, together with any administrative equipment and facilities, which may be owned alone or together with any other joint agency or agencies, joint municipal assistance agencies, municipalities, corporations, associations or persons under such terms and provisions for sharing costs and otherwise as may be determined by Power Agency, (iii) amounts necessary for the payment of the principal of and premium, if any, and interest on any bonds, notes (including notes issued in anticipation of the issuance of bonds), certificates, warrants or other evidences of indebtedness, including commercial paper, issued for Supplemental Power Costs (collectively, "Supplemental Power Debt"), which Supplemental Power Debt shall be made payable from all or any amounts received under the Supplemental Power Sales Agreements, as determined by Power Agency, after giving effect to the provision of Section 5(d) thereof, as payments from the Participants of Supplemental Power Costs, and (iv) all costs and expenses relating to the issuance, security and payment of Supplemental Power Debt, including without limitation costs and expenses associated with insurance contracts, agreements for lines of credit, letters of credit, commitments to purchase Supplemental Power Debt, depositaries for safekeeping and agents for delivery and payment.

(l) "Total Annual Budget" means the budget adopted by Power Agency pursuant to Section 5 herein.

SECTION 2. Term of Agreement. This Agreement shall become effective on May 1, 2028. The term of this Agreement shall expire on December 5, 2043. This Agreement may be terminated by Power Agency: (i) upon the termination or expiration of the Participant's Project Power Sales Agreement as provided therein or (ii) as provided in Section 7(b) of this Agreement.

This Agreement shall not be subject to termination by any party under any circumstances, whether based upon the default of any other party under this Agreement or any other instrument or otherwise, except as specifically provided in this Agreement.

Termination or expiration of this Agreement shall not affect any accrued liability or obligation hereunder.

SECTION 3. Sale and Purchase of All Requirements Bulk Power Supply and Supplemental Bulk Power Supply.

(a) Commencing with the first day of the first Contract Year, Power Agency shall provide or cause to be provided and sell, and the Participant shall purchase, the All Requirements Bulk Power Supply requirements of the Participant from Power Agency. Power Agency will be responsible for planning, negotiating, designing, financing, acquiring or constructing, contracting for, administering, operating, and maintaining all generation and transmission arrangements and facilities and power purchases necessary to effect the delivery and sale of All Requirements Bulk Power Supply to the Participant during the term of this Agreement. In furtherance of Power Agency's obligations to sell and the Participant's obligations to purchase All Requirements Bulk Power Supply, Project Output shall be sold and purchased pursuant to the provisions of Section 5(d) of the Project Power Sales Agreement (which provisions may be characterized as an obligation to pay Monthly Project Power Costs on a take or pay basis, whether or not Project Output is delivered or provided) and Supplemental Bulk Power Supply shall be sold and purchased pursuant to the provisions of this Agreement (which provisions may be characterized as an obligation to pay for power and energy and other services on a take and pay basis to the extent delivered or provided).

(b) Supplemental Bulk Power Supply shall be obtained or furnished and delivered or caused to be delivered by Power Agency in the manner it determines to be most economical, reliable, and otherwise feasible, including but not limited to, in its discretion, (1) in accordance with one or more agreements between Power Agency and Duke (2) purchase by Power Agency of power and/or transmission provided by others, including Duke; (3) acquisition or constructed by Power Agency of generation or transmission facilities in addition to the Project; (4) acquisitions or construction by Power Agency of such additional generation facilities and transmission over the facilities of one or more other power suppliers, either solely or in combination with Power Agency's transmission facilities, if any; or (5) generation, transmission, and delivery by one or more other power suppliers, pursuant to a contract arrangement therefor obtained or approved by, or assigned to, Power Agency for and on behalf of Participant as its agent for that purpose. In the event that any such method or any combination of such methods is such that Participant makes payment for any part of such power supply service directly to one or more other power suppliers, such payments shall nevertheless be accounted for as though the same were paid by Power Agency, and Participant shall be credited therewith as an offset to Power Agency's rates and charges to Participant with respect to the same billing period, accordingly.

(c) The Participant shall (1) enter into such supplemental contract or contracts with Power Agency or any other bulk power supplier the terms and provisions of which shall not be inconsistent with this Agreement, as may be necessary or desirable to enable Power Agency and Participant fairly, reasonably, and equitably to exercise and perform their respective rights and obligations under this Agreement; and (2) not enter into any new contract, or modification or amendment of a contract, with any other bulk power supplier, except SEPA, without the prior written consent and approval of Power Agency, which consent and approval shall not be withheld

by Power Agency if such new contract, or modification or amendment of a contract, is consistent with the provisions of this Agreement.

(d) Except for any actions required to comply with applicable laws, regulations, or court orders, neither Power Agency nor Participant shall take any action which shall preclude or impair the ability of Power Agency or Participant to exercise and perform its rights and obligations under this Agreement.

(e) Power Agency, for the purpose of carrying out its rights and obligations under this Agreement, shall be, and Participant hereby designates and appoints Power Agency as, Participant's sole agent to the fullest legal extent that such agency may be established for such purposes.

(f) From and after the effective date of any expiration or termination of this Agreement pursuant to Section 2, the Participant shall be solely responsible for providing its supplemental bulk power supply, including the delivery of its Participant's Share of Project Output to the Participant's Delivery Point(s); provided, however, that such Participant shall be obligated to Power Agency under this Agreement for any costs incurred by Power Agency pursuant to the Project Agreements or otherwise associated with the backstand or delivery to the Participant's Delivery Point(s) of the Participant's Share of Project Output or supplemental bulk power supply or delivery facilities, or any other cost not included in Monthly Project Power Costs under the Project Power Sales Agreement; costs of administration, operation, maintenance, renewals, replacements, or capital additions required for the Participant's Delivery Points; costs associated with Distribution Delivery Stations, Protection Stations, metering, transmission extensions, capacitors, reactive charges, changes in Duke-owned equipment, or loss due to early retirement of Duke-owned equipment. The Participant shall subsequently be entitled to purchase its

Supplemental Bulk Power Supply requirements from Power Agency only if Power Agency so agrees in writing, and upon such additional terms and conditions, if any, as Power Agency may reasonably require.

SECTION 4. Rates and Charges. Power Agency shall establish appropriate rates and charges for All Requirements Bulk Power Supply sufficient at all times to pay all Monthly Project Power Costs and all Supplemental Power Costs of Power Agency. Amounts shown on the Monthly Bill as Monthly Project Power Costs, calculated as provided for in the Project Power Sales Agreements, shall be deducted from the monthly payments required under such schedule of rates and charges for All Requirements Bulk Power Supply, and the balance shall be the amount due and payable in such month for Supplemental Bulk Power Supply to the Participants.

Power Agency shall furnish to the Participants the basis for changes in rates and charges for All Requirements Bulk Power Supply. Power Agency will provide as much reasonable notice as possible for such changes in light of the circumstances requiring the revisions and will respond to inquiries of the Participants concerning such revisions. Power Agency may from time to time establish different rates and charges for all requirements, supplemental power, or other types of service to entities other than the Participants or for service to Participants that enter into project power sales agreements with Power Agency for future projects.

SECTION 5. Total Annual Budget and Monthly Bills; Payments by the Participant.

(a) Prior to each Contract Year, Power Agency shall send to the Participant via electronic means to such email address or other electronic means as the Participant shall specify in writing to Power Agency (as such email address or other electronic means may be changed in writing from time to time) a proposed annual budget for the Contract Year and shall adopt and send to the Participant, in the same manner that it sent the proposed Annual Budget for the Contract

Year, a Total Annual Budget for the Contract Year. During each Contract Year, Power Agency shall review at least quarterly, and at such other times as Power Agency deems desirable, the Total Annual Budget for the Contract Year. In the event such review indicates that the Total Annual Budget does not or will not substantially correspond with actual receipts and expenditures, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits, or costs substantially affecting the Monthly Project Power Costs and the Supplemental Power Costs, Power Agency shall adopt and send to the Participant, in the same manner that it sent the proposed Annual Budget for the Contract Year, an amended Total Annual Budget which shall supersede the Total Annual Budget or amended Total Annual Budget theretofore provided as the basis for the determination of Monthly Project Power Costs and Supplemental Power Costs for the remainder of such Contract Year. The Total Annual Budget shall include and separately state the Annual Budget pursuant to the Project Power Sales Agreements.

(b) Beginning with the first full month of the first Contract Year and every month of a Contract Year thereafter, not later than the tenth day of such month, Power Agency shall prepare, date, and on such date send to the Participant, via electronic means to such email address or other electronic means as the Participant shall specify in writing to Power Agency (as such email address or other electronic means may be changed in writing from time to time), a Monthly Bill showing (i) the amount of kilowatts and kilowatt-hours of All Requirements Bulk Power Supply delivered to the Participant in the preceding month at the Participant's Delivery Point(s) and the total amount payable by the Participant therefor at Power Agency's All Requirements Bulk Power Supply rates and charges; (ii) the amount payable by the Participant under the Billing Statement pursuant to the Project Power Sales Agreement for the preceding month; (iii) the amount payable by the Participant for Supplemental Power Costs for the preceding month, which shall be the amount

billed in (i) above less the amount billed in (ii) above; and (iv) any amounts payable by the Participant to Power Agency for Leased Facilities Fees, Distribution Delivery Station costs, or any charges for service other than for the provision of All Requirements Bulk Power Supply for the preceding month.

(c) The amounts shown in the Monthly Bill are to be paid by electronic means to Power Agency by the Participant and shall be due and payable ten (10) days after the date of the Monthly Bill, and any amounts due and not paid by the Participant within fifteen (15) days after the date of the Monthly Bill shall bear interest from the due date until paid at the rate of one percent (1%) per month.

(d) All monies received by Power Agency as payment from the Participant of any Monthly Bill (whether in full or partial payment thereof) shall be applied by Power Agency pro rata to the separate monthly charges shown on the Monthly Bill in the ratio that each separate charge bears to the total Monthly Bill rendered, and the resulting amounts shall be credited to the appropriate accounts on the books of Power Agency. The resulting amounts shall be applied solely to the separate obligations under the Project Power Sales Agreement and under this Agreement which were the basis for the separate charges on the Monthly Bill; provided, however, that if and to the extent any amounts owed to Duke included in Monthly Project Power Costs are less than amounts due from Duke and credited by Power Agency in the computation of Monthly Project Power Costs and the difference is retained by Duke as an offset to payments due to Duke under the Interconnection Agreement, the amount of such difference shall be added to the prorated payments received from the Participants for Monthly Project Power Costs and deducted from the prorated payments received from Participants for Supplemental Bulk Power Supply in making

transfers to the Revenue Fund established pursuant to the Bond Resolution and in making payments to Duke under the Interconnection Agreement.

(e) In the event of any dispute as to any portion of any Monthly Bill, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to Power Agency not later than sixty (60) days after payment is due. Such notice shall identify the disputed bill, state the amount in dispute, and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. Power Agency shall give consideration to such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication, or otherwise) of the correct amount, an appropriate adjustment shall be made on the Monthly Bill next submitted to the Participant alter such determination.

SECTION 6. Rate Review and Payment Sources.

(a) Power Agency, at such intervals as it shall deem appropriate, but in any event not less frequently than once each Contract Year, shall review its rates and charges and, if necessary, shall revise such rates and charges so that the revenues collected thereunder shall be at least sufficient to comply with the provisions of Section 4. Power Agency shall cause a notice in writing to be given to the Participant which shall set out all the proposed revisions of the rates with the effective date beyond which bills thereunder would change. The effective date shall not be less than forty (40) days after the date of the notice except when required to ensure compliance with the provisions of Section 4 hereof, and shall set forth the basis upon which the rates are proposed to be adjusted and established. Monthly changes in amounts billed pursuant to the fuel or other

automatic adjustment clauses included in the rates and charges shall not require notice, but changes in such clauses shall be subject to the foregoing notice provisions.

(b) The obligations of the Participant to make payments under Section 5 for its Supplemental Bulk Power Supply shall be an operating expense of its Electric System.

(c) The Participant shall not be required to make any payments to Power Agency under this Agreement except from its Revenues (as defined in the Project Power Sales Agreement). The Participant covenants and agrees that it will fix, charge, and collect rents, rates, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System sufficient to provide Revenues adequate to meet its obligations under this Agreement, and to pay any and all other amounts payable from or constituting a charge and lien upon such Revenues, including amounts sufficient to pay the principal of and interest on all general obligation bonds heretofore or hereafter issued by the Participant to finance its Electric System.

(d) The Participant shall take no action the effect of which would be to prevent, hinder, or delay Power Agency from the timely fulfillment of its obligations under this Agreement, the Project Agreements, any Supplemental Power Debt, the Bond Resolution, and the Bonds or other securities or evidences of indebtedness issued to provide the amounts due and payable by Power Agency under the Sales Agreement or any agreements between Power Agency and Duke or between Power Agency and the Participant relating to Distribution Delivery Stations, or any other agreement entered into between Power Agency and the Participant.

SECTION 7. Obligations in the Event of Default.

(a) Upon failure of the Participant to make any payment in full when due under this Agreement or to perform any obligation herein, Power Agency shall make demand upon the

Participant; and if said failure is not remedied within fifteen (15) days from the date of such demand, it shall constitute a default at the expiration of such period. Notice of such demand shall be provided to the other Participants by Power Agency.

(b) If the Participant shall fail to pay any amounts due to Power Agency under this Agreement, or to perform any other obligation hereunder which failure constitutes a default under this Agreement, Power Agency may and, if such default shall have caused an "Event of Default" (as defined in the Interconnection Agreement) with respect to Power Agency to have occurred and be continuing for a period of one (1) year, at the request of Duke, shall terminate this Agreement. Any such termination pursuant to this Section 7(b) will not relieve Participant from its obligations under this Agreement, and such obligations shall continue in full force and effect.

(c) In the event of any default by Power Agency under any covenant, agreement, or obligation of this Agreement, the Participant may, upon fifteen (15) days' prior written notice, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against Power Agency.

(d) No remedy conferred upon or reserved to the parties hereto is intended to be exclusive of any other remedy or remedies available hereunder or now or hereafter existing at law, in equity, or by statute or otherwise, but each and every such remedy shall be cumulative and shall be in addition to every other such remedy. The pursuit by either party of any specific remedy shall not be deemed to be an election of that remedy to the exclusion of any other or others, whether provided hereunder or by law, equity, or statute.

SECTION 8. Rights of Duke and Others Hereunder. In addition to Duke's rights under Section 7(b) herein, Duke shall have the right, as a third party beneficiary, to maintain suit to

enforce this Agreement whenever any "Event of Default" by Power Agency as defined in the Interconnection Agreement shall have occurred and shall not have been fully cured and in such enforcement Duke shall have the same rights as Power Agency to enforce this Agreement. Power Agency may permit any other entity which may become a third party beneficiary of this Agreement to join with Power Agency in enforcing this Agreement. It is recognized that the exercise of any such rights by Duke shall not affect any rights of Duke against Power Agency whether arising under the Project Agreements, at law, in equity, provided by statute, or otherwise.

SECTION 9. Dispatch; Deliveries; Distribution Delivery Station Costs; Load Forecasts; System Reliability.

(a) All Requirements Bulk Power Supply shall be delivered to the high voltage side of the Participant's Delivery Point(s).

(b) In addition to the rates and charges for All Requirements Bulk Power Supply pursuant to this Agreement, the Participant shall be responsible to Power Agency for all costs of delivery facilities, Distribution Delivery Stations, and any additions or modifications thereto (including but not limited to payments made by Power Agency to Duke for Protection Station costs, Leased Facilities charges, and Early Retirement charges, all pursuant to the NITSA, NOA, and Interconnection Agreement) by payment of charges adopted by the Power Agency and developed pursuant to the Policy Guidelines, Cost Responsibility for Delivery Facilities (the "Guidelines"), adopted by the Power Agency on December 16, 1983, as the Guidelines may be modified from time to time by the Power Agency. In addition, the Participant shall bear all other responsibilities and obligations and shall have all rights, in each case with respect to existing Distribution Delivery Stations or new Distribution Delivery Stations or modifications or additions

thereto or other related matters, as specified in the Guidelines as the same may be modified from time to time.

(c) Delivery Point Data Sheets in the form attached to the NITSA, shall be completed for Delivery Point(s) of the Participant. No revisions or modifications (other than necessary maintenance) of the facilities at the Delivery Point(s) shall be undertaken for the purpose of modifying the characteristics of delivery from transmission facilities of Duke and/or Power Agency set out on the Delivery Point Data Sheets unless prior agreement is obtained from Power Agency and Duke and revised Delivery Point Data Sheet(s) are first executed. Power Agency and the Participant shall agree, subject to the provisions of the NITSA and NOA, on the amount of firm capacity required at each such Delivery Point, taking into account the continuous load expected to be served at such Delivery Point(s). A reasonable allowance will be included if growth is anticipated. The Participant shall not place loads on Delivery Point(s) in excess of the firm capacity amount(s) so agreed and recorded on the Delivery Point Data Sheet(s) without Power Agency and Participant first negotiating a new Delivery Point Data Sheet. Pursuant to the NITSA and NOA, Duke has agreed it shall not unreasonably withhold its agreement for an increase in the firm capacity amount.

(d) Should the Participant want more capacity at a Delivery Point than is reasonably necessary to serve the continuous load at that point for the purpose of switching load between Delivery Points, Participant must request such capacity and such capability will be provided by Power Agency pursuant to the NITSA and NOA.

(e) Prior to September 15 of each Contract Year, or such other date communicated by Power Agency, the Participant shall provide Power Agency with information on matters relating to the Participant's power supply planning, including but not limited to, load forecasts, proposed

transmission additions, and new Delivery Points, and the Participant shall assist Power Agency with development of projected capacity requirements at each Delivery Point of the Participant for the next five calendar years. The projected capacity requirement shall be for the load reasonably expected to exist in the area served by each such Delivery Point. The proposed location, delivery voltage, and estimated capacity requirements of any new delivery point desired by the Participant for the next five calendar years shall also be delineated. Power Agency reserves the right to require Participant to assist Power Agency with development of any other projections of capacity requirements that Power Agency may request to meet Power Agency's contractual obligations or otherwise provide All Requirements Bulk Supply.

(f) The Participant shall avoid and refrain from any acts or transactions or the use of any equipment, appliance, or device that would have a significant adverse effect upon the reliability or operating characteristics of the Duke system or of the interconnected facilities of Power Agency or of its other Participants.

(g) It is expressly understood and agreed that Power Agency does not hereby contract to furnish Participant electric power for pumping water for extinguishing fires.

(h) The Participant shall at its own cost install, maintain, and operate protective equipment and switching, voltage control, load shedding, and emergency facilities as shall be required in order to assure continuity of service, adequacy of service, and the stability of the interconnected facilities of Duke and Power Agency and the other Participants.

SECTION 10. Consulting Engineer.

(a) Power Agency will retain as Consulting Engineer an independent consulting engineer or engineering firm or corporation having a national and favorable reputation for special skill, knowledge, and experience in analyzing the operations of electric utility systems, preparing

rate analyses, forecasting the loads and revenues of electric utility systems, and advising on the operation of electric generating facilities and the marketing of power and energy therefrom (which Consulting Engineer shall be the consulting engineer appointed and retained by Power Agency under the Bond Resolution) to advise and render opinions to Power Agency on matters relating to electric power generation, transmission, power supply, electric utility operations, rates and charges, electric utility economics and financing, and budgets. Power Agency shall cause the Consulting Engineer to prepare within one hundred sixty (160) days following the close of each Contract Year, an annual engineering report with respect to the Project for the immediately preceding Contact Year, which report shall contain a copy of the annual audit and shall include:

(l) a report on the operations of Power Agency;

(2) a report on the management of the Project;

(3) a report on the sufficiency of rates and charges for services;

(4) a report on requirements for future bulk power supply;

(5) conclusions as to changes in operation and the making of repairs, renewals, replacements, extensions, betterments, and improvements; and

(6) a projection of Power Agency's costs of providing All Requirements Bulk Power Supply to all Participants for a reasonable period in the future.

(b) Power Agency shall cause a copy of said engineering report to be delivered to the Participant.

SECTION 11. Participant Planning and Operations.

(a) Diligence.

The Participant will exercise diligence in the operation of its Electric System with the view of securing efficiency in keeping with Usual Utility Practice, will construct its facilities in

accordance with specifications at least equal to those prescribed by the National Electric Safety Code, will maintain its lines at all times in a safe operating condition, and will operate said lines in conformance with Section 9(f) and Section 9(h) of this Agreement.

(b) Capacitors.

If the Participant owns or operates conductors that connect with those of Duke (either directly or through Power Agency's facilities), it shall install capacitors and operate switched capacitors in accordance with the terms and conditions of the NITSA and NOA.

(c) Access.

Participant will give necessary permission to enable Power Agency to carry out this Agreement and will otherwise be subject to applicable terms and conditions set forth in those tariffs, rate schedules, and contracts which affect Power Agency and the Participant. Power Agency and the Participant each will give the other the right to enter the premises of the other at all reasonable times for the purpose of repairing or removing facilities, reading meters, or performing work incidental to delivery and receipt of All Requirements Bulk Power Supply.

(d) Compliance.

The Participant will be subject to and will comply with all applicable terms and conditions set forth in tariffs; rate schedules; guidelines; including, but not limited to, the Guidelines Concerning Distributed Generation adopted by Power Agency, as may be modified from time to time by Power Agency; and contracts that affect Power Agency and the Participant.

SECTION 12. Miscellaneous General Provisions.

(a) Character and Continuity of Service.

Power Agency shall use its reasonable best efforts to enforce the terms and conditions of the Interconnection Agreement with Duke and the terms and conditions of any other similar agreement(s) with other parties for Supplemental Bulk Power Supply.

Power Agency may temporarily interrupt or reduce deliveries of electric energy to the Participant if Power Agency determines that such interruption or reduction is necessary in case of emergencies or in order to install equipment in or make repairs to or replacements, investigations, and inspections of or to perform other maintenance work on its generation or transmission facilities and related apparatuses. When conditions permit, Power Agency shall inform the Participant regarding any such planned interruption or reduction, give the reason therefore, state the probable duration thereof, and make reasonable efforts consistent with Usual Utility Practice to schedule such interruption or reduction at a time that will cause the least interference with the operations of the Participants.

Power Agency shall not be required to provide, or be liable for failure to provide, service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Force Majeure or, with respect to the services to be provided for Supplemental Bulk Power Supply, is caused by the failure or refusal of any other bulk power supplier to enter into reasonable contracts with Power Agency or by the inability of Power Agency to obtain any required governmental approvals to enable Power Agency to acquire or construct any facilities.

(b) Metering.

Power Agency reserves the right to provide for installation of meters and will provide or cause to be provided all necessary metering equipment for determining the quantity and conditions

of the supply of electric power and energy delivered by Power Agency under this Agreement. The installation, operation, maintenance, repair, and replacement of all metering equipment located at Delivery Points connected to the Duke transmission system will be performed by Duke pursuant to the NITSA and NOA.

(c) Power Deliveries.

Power and energy furnished to the Participant under this Agreement shall be in the form of three phase current, alternating at a frequency of approximately 60 Hertz.

(d) Liability of Parties.

Power Agency shall not be responsible for the transmission, control, use, or application of electric power provided under this Agreement on the Participant's side of the Delivery Point therefore and shall not, in any event, be liable for damage or injury to any person or property whatsoever arising, accruing, or resulting from, in any manner, the receiving, transmission, control, use, application, or distribution by the Participant of said electric power.

To the extent permitted by applicable law, Power Agency and the Participant shall defend, indemnify, save, and hold harmless each other from any and all claims, liabilities, losses, damages, injuries, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles, and all other expenses incurred by the other (the indemnified party) by reason of any negligence or any intentionally wrongful act on the part of the other (indemnifying party) or its officers, directors, agents, contractors, or employees, in constructing, maintaining, or operating the indemnifying party's apparatus, appliances, or other property, or in the transmission, control, or application, redistribution, delivery, or sale of power and energy on the indemnifying party's side of said Delivery Point. Such indemnification shall hold harmless the one indemnified, its officers, directors, agents, contractors, and employees, from and against any and all liability and any and

all claims, liabilities, losses, damages, injuries, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles, and all other expenses, including expenses incurred by the one indemnified, its officers, directors, agents, contractors, or employees, in connection with investigating any claim or defending any action, and including reasonable attorneys' fees incurred or suffered by the one indemnified, its agents, contractors, or employees, by reason of the assertion of any such claim against the one indemnified, its officers, directors, agents, contractors, or employees.

Whenever any claim is made against either party, the party against whom the claim is made shall give notice to the other party within a reasonable time after the party against whom the claim is made becomes aware of any facts which could reasonably cause it to conclude that the claim is covered by this indemnification. Power Agency and the Participant may assume on behalf of the other, its officers, directors, agents, contractors, and employees, at their option after written notification by the other, the defense of any action at law or in equity which may be brought against the other, its officers, directors, agents, contractors, or employees, upon any such claim. Power Agency and the Participant, regardless of whether one assumes the defense of any action or the other defends such action, will pay on behalf of the other, its officers, directors, agents, contractors, or employees, the amount of any judgment that may be entered against the other, its officers, directors, agents, contractors, or employees, in any such action.

The indemnification provided for in this Section 12(d) shall not cover the following expenses: (1) the expense of investigating any claim prior to the time that notice is given to the other party that said claim is covered by this indemnification; (2) compensation for time of employees of the indemnified party spent in defending any action; and (3) attorneys' fees incurred by an indemnified party after an indemnifying party has assumed the defense of an action.

The obligations of each party described in this Section 12(d) shall survive termination or expiration of this Agreement.

(e) No Adverse Distinction.

Power Agency shall not unduly discriminate amongst Participants executing Supplemental Power Sales Agreements in carrying out its obligations under this Agreement.

(f) Other Terms and Conditions.

Service hereunder shall be in accordance with such other terms and conditions as are established as part of Power Agency's processes and procedures, which shall not be inconsistent with the provisions of this Agreement.

(g) Notices and Computation of Time.

Any notice or demand given by the Participant to Power Agency under this Agreement shall be deemed properly given if mailed postage pre-paid and addressed to the Chief Executive Officer of Power Agency at its principal office designated in writing filed with the Participant by Power Agency. Any notice or demand given or rendered by Power Agency to the Participant under this Agreement shall be deemed properly given or rendered if mailed postage prepaid and addressed to the person and at the address designated in writing filed with Power Agency by the Participant. Any other communication, including any budget or statement, given or rendered by Power Agency to the Participant under this Agreement shall be deemed properly given if provided electronically at the e-mail address designated in writing to Power Agency by the Participant. The designations of the name, address, and e-mail address to which any communication is directed may be changed at any time and from time to time by either party giving notice electronically by email to the Chief Executive Officer of Power Agency or as above provided.

In computing any period of time prescribed or allowed under this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, a Sunday, or a legal holiday in North Carolina, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday in North Carolina.

SECTION 13. Future Projects Undertaken by Power Agency.

(a) Future Projects.

Power Agency may from time to time conduct studies and negotiations with respect to planning, designing, financing, constructing, administering, operating, and maintaining or otherwise acquiring future generation and transmission facilities or rights to the output thereof in addition to those contemplated for the Project, and it may make recommendations to the Participant that such future facilities be undertaken by Power Agency, and such costs thereof shall be Supplemental Power Costs.

(b) Future Participants.

It is expressly understood that nothing herein shall preclude other future participants from contracting with Power Agency for planning, procuring, and providing such other future participants' bulk power supply, including participation in other projects undertaken by Power Agency.

SECTION 14. Records; Accounts; Reports; Audits.

Power Agency shall keep accurate records and accounts for the Project and for Supplemental Bulk Power Supply, separate and distinct from its other records and accounts. Such records and accounts shall contain information supporting the allocation of Power Agency's indirect costs associated with the Project and with Supplemental Bulk Power Supply. Such records

and accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting and of national reputation, to be employed by Power Agency. Such records and accounts and such annual audit, including all written comments and recommendations of such accountants, shall be made available for inspection at any reasonable time by the Participant at the principal office of Power Agency.

The Participant shall keep accurate records and accounts for its Electric System, separate and distinct from its other records and accounts. Such records and accounts shall be audited annually by a firm of certified public accountants or by an accountant approved by the Local Government Commission of the State of North Carolina as qualified to audit local government accounts, which audit may be part of the annual audit of the accounts of the Participant. Such records and accounts shall be made available for inspection by Power Agency at any reasonable time, and a copy of such annual audit, including all written comments and recommendations of such accounts, shall be furnished to Power Agency not later than one hundred twenty (120) days after the close of the Participant's fiscal year.

Power Agency shall, following the close of each fiscal year, submit an annual report of its activities for the preceding year to the Participant summarizing the Power Agency's activities and financial statement.

SECTION 15. Modification and Uniformity of Agreements.

(a) This Agreement shall not be subject to termination by any party under any circumstances, whether based upon the default of any other party under this Agreement, or any other instrument, or otherwise, except as specifically provided in this Agreement.

(b) This Agreement shall not be amended, modified, or otherwise changed, or rescinded, by agreement of the parties with respect to the following provisions of this Agreement

without the prior written consent of Duke when required by the Interconnection Agreement: paragraph (d) of Section 5, paragraphs (c) and (d) of Section 6, paragraph (b) of Section 7, Section 8, paragraph (b) of Section 15, paragraph (a) of Section 23, and Section 24.

(c) If any other Supplemental Power Sales Agreement is amended or replaced so that it contains terms and conditions different from those contained in this Agreement, Power Agency shall notify the Participant and upon timely request by the Participant shall amend this Agreement to include similar terms and conditions.

SECTION 16. Assignment of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be assigned or transferred by the Participant without the written consent of Power Agency, which shall not be unreasonably withheld. No assignment, transfer, or sale shall relieve the Participant of any obligation hereunder that accrued prior to such assignment, transfer, or sale.

SECTION 17. Severability. If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause, or provision or any part thereof so adjudicated to be invalid had not been included herein. In the event of any such invalidity, the parties hereto shall promptly negotiate in good faith valid new provisions to restore the Agreement to its original intent and effect.

SECTION 18. Applicable Law; Construction. This Agreement is made under and shall be governed by the law of the State of North Carolina. Headings herein are or convenience only and shall not influence the construction hereof.

SECTION 19. Survivorship of Obligations. The termination of this Agreement shall not discharge any party hereto from any obligation it owes to the other party under this Agreement by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement.

SECTION 20. No Delay. No disagreement or dispute of any kind between the parties to this Agreement, or between any party and any other entity, concerning any matter including without limitation, the amount of any payment due for said party or the correctness of any billing made to the party, shall permit the said party or either of them to delay or withhold any payment or the performance by any party of any other obligation pursuant to this Agreement. Each party shall promptly and diligently undertake to resolve such disagreement and dispute without undue delay.

SECTION 21. Further Documentation. From time to time after the execution of this Agreement, the parties hereto shall within their legal authority execute other documents as may be necessary, helpful, or appropriate to carry out the terms of this Agreement.

SECTION 22. Incorporation of Exhibits. All Exhibits attached to this Agreement shall be incorporated into and be a part of this Agreement.

SECTION 23. Continuance and Enforcement of Agreement.

(a) Except as provided in paragraph (b) of Section 7, Power Agency shall continue this Agreement in full force and effect and shall enforce this Agreement in accordance with its terms to the extent permitted by law.

(b) Any waiver at any time by either party to this Agreement of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with such Agreement, shall not be considered a waiver with respect to any subsequent default, right, or matter. Further, the failure of a party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall not be considered a waiver of such provisions, nor in any way affect the validity of the Agreement or any part thereof, or the right of such party thereafter to enforce each and every such provision.

SECTION 24. Relationship to Other Instruments. It is recognized by the parties hereto that Power Agency in the ownership, construction, acquisition and operation of the Project must comply with the requirements of the Project Agreements, the Bond Resolution, and all licenses, permits, and regulatory approvals necessary for such ownership, construction, acquisition, and operation, and it is therefore agreed that this Agreement is made subject to the terms and provisions of the Project Agreements, the Bond Resolution, and all such licenses, permits, and regulatory approvals.

SECTION 25. Entire Agreement. This Agreement shall constitute the entire understanding among the parties hereto, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. No party hereto has relied, or will rely, upon any

oral or written representation or oral or written information made or given to such party by any representative of the other party or anyone on its behalf.

SECTION 26. Preaudit Certification. Execution of this Agreement by the finance officer of the Participant shall constitute a certification of such finance officer that, to the extent this Agreement requires the Participant to satisfy a financial obligation during the Participant's fiscal year in which the Effective Date occurs, this Agreement has been preaudited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

SECTION 27. Manager's Approval. Execution of this Agreement by the Town Manager of the Participant shall constitute compliance with the provisions of Section 5.3 of the Participant's Charter that allows the Town Manager to execute contracts and other legal instruments in the name and on behalf of the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all by authority of their respective governing bodies duly given.

Executed this ____ day of _____, 2026.

TOWN OF HUNTERSVILLE

By:_____
Christy Clark, Mayor

Attest:

_____
Janet Pierson, Town Clerk

(SEAL)

This instrument has been preaudited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

_____
Pattie McGinnis, Town Finance Officer

For purposes of Section 27 only:

_____
Anthony Roberts, Town Manager

Executed this ____ day of _____, 2026.

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

By:_____
Chief Executive Officer

Attest:

_____
Secretary-Treasurer

(SEAL)

[Signature Page of Amended and Restated Supplemental Power Sales Agreement]

ELECTRICITIES OF NORTH CAROLINA, INC.
BOARD OF DIRECTORS

RESOLUTION NO. BDR-1-26

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT CATAWBA NUCLEAR PROJECT AND NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT AND RELATING TO OTHER MATTERS IN CONNECTION WITH THE FOREGOING

WHEREAS, North Carolina Municipal Power Agency Number 1 ("Power Agency") and its 19 members ("Participants") are parties to that certain Project Power Sales Agreement, dated May 1, 1978, as it has been amended from time to time, that provides for the sale of Project Output through December 31, 2032; and

WHEREAS, Power Agency and the Participants are parties to that certain Supplemental Power Sales Agreement, dated May 1, 1978, as it has been amended from time to time, that provides for the Power Agency to sell, and the Participant to purchase, the balance of its All Requirements Bulk Power Supply, through April 30, 2028, after taking into account the provision of Project Output by Power Agency pursuant to the Project Power Sales Agreement; and

WHEREAS, Economic analysis ("Economic Analysis") conducted by GDS Associates demonstrates the ongoing value of the relationship between Power Agency and the Participants and the value of continuing that relationship into the future; and

WHEREAS, Power Agency wishes to continue to serve the Participants and the Participants wish to continue to receive Project Output and All Requirements Bulk Power Supply through December 5, 2043; and

WHEREAS, The Board of Commissioners of Power Agency adopted Resolution A1R-2-26 at its official meeting on January 20, 2026, recommending that the Board of Directors of ElectriCities of North Carolina Inc. ("Board") take action to amend and restate the Project Power Sales Agreement and the Supplemental Sales Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ELECTRICITIES OF NORTH CAROLINA, INC.:

1. It is hereby found and determined that it is in the best interests of Power Agency to enter into the North Carolina Municipal Power Agency Number 1 Amended and Restated Project Power Sales Agreement Catawba Nuclear Project and North Carolina Municipal Power Agency Number 1 Amended and Restated Supplemental Power Sales Agreement copies of which are attached to this resolution ("Amended Agreements").

2. The Board of Directors of ElectriCities of North Carolina, Inc. ("Board") hereby authorizes and directs the Chief Executive Officer and an Assistant Secretary to execute for and on behalf of Power Agency the Amended Agreements, with such additions, changes, deletions, or modifications thereto as, after consultation with counsel and upon approval of the Chairman and Chief Executive Officer, may be necessary, advisable or convenient, in the name and on behalf of Power Agency and thereupon to cause such Amended Agreements to be delivered to the Participants with the recommendation of this Board of Directors that they be approved and executed by the Participants.

3. The execution of the Amended Agreements by the Chief Executive Officer and an Assistant Secretary shall constitute conclusive evidence of such consultation with counsel and final approval by both the Chairman and Chief Executive Officer of any and all changes or revisions therein from the forms thereof presented to this meeting.

4. This Board hereby authorizes and directs its proper officers, counsel, employees and agents to execute such documents or take such action as upon the advice of counsel shall be necessary, advisable or convenient to obtain the consent of Participants to, and approval of, the Amended Agreements.

5. This Board hereby directs the Chief Executive Officer to cause to be furnished to Participants a copy of each of the following: (i) this Resolution, (ii) execution and work copies of the Amended Agreements, and (iii) the Economic Analysis.

6. This Board hereby directs its Secretary to file with the minutes of this meeting each of the documents referred to in clauses (i) through (iii) of paragraph 5 hereof as presented and available at this meeting.

7. This Resolution shall take effect upon its adoption.

ADOPTED this 23rd day of January, 2026.

Chairman

ATTEST:

Secretary

Note: This item will be discussed in Closed Session. Any votes taken on this item will be taken in Open Session.

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Bobby Williams, Assistant Town Manager

Subject: Environmental Sustainability Committee Appointments

EXPLAIN REQUEST:

Consider appointing four (4) members to the Environmental Sustainability Committee, due to three expiring terms and one resignation, from 9 applicants.

1. Three-year term, expiring 3/31/2027 (Dan Fogel served one partial term and resigned)
2. Three-year term, expiring 3/31/2029 (Trisha Knigh has served one term, and is eligible, and has applied for another term)
3. Three-year term, expiring 3/31/2029 (Anne Marie O'Neill has served one partial term, and is eligible, and has applied for another term)
4. Three-year term, expiring 3/31/2029 (Tim Sanborn has served one term, and is eligible, and has applied for another term)

ACTION RECOMMENDED:

Appoint 4 members.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Environmental Sustainability Committee Overview - 20260309
2. Environmental Sustainability Committee Board Applicant Map 3-10-2026
3. Environmental Sustainability Committee Applications - 20260310

Environmental Sustainability Committee

9 Members Total
8 Current
3 Expiring
1 Vacancies since Last Appt
4 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
McLaine, Diane	Chair		**3/31/2028**	3		3/18/2025	
Jayaram, Padma Priya	Vice-Chair		**3/31/2028**	3		3/18/2025	
Dornburg, Heiner		replaced Shook	**3/31/2028**	3	11/18/2025		
Hicks, Dana			**3/31/2027**	3		3/4/2024	
Knight, Trisha			*** 3/31/2026**	2		3/4/2024	
O'Neill, Anne Marie		replaced Truman	*** 3/31/2026**	2	11/19/2024		
Paavola, Natalie		replaced Sampson	**3/31/2027**	3	6/17/2025		
Sanborn, Tim		replaced Sprung	*** 3/31/2026**	3		4/1/2025	

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
Fogel, Dan		2/12/2026	3/31/2027	3					3/4/2024		

APPLICANTS (9)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Ayers, Heather	☐	No	2/16/2025	3/9/2026
Knight, Trisha	☐	3/31/2026 - Environmental Sustainability Committee	2/17/2026	
McDonough, Connor	☐	No	2/27/2026	
O'Neill, Anne Marie	☐	3/31/2026 - Environmental Sustainability Committee	2/23/2026	
Rowell, Eric	☐	No	3/14/2024	3/9/2026
Sanborn, Tim	☐	3/31/2026 - Environmental Sustainability Committee	3/28/2025	3/9/2026
Tyma, Paul	☐	No	6/1/2025	3/9/2026
Williams, Stacey	☐	No	2/15/2025	3/9/2026
Zelina, Lisa	☐	No	1/18/2026	

* Term expires within 3 months

MAYES
Trisha Knight
Dana Hicks
Padma Priya Jayaram
MCCORJ
73
POPLAR TENT
Natalie Paavola
Lisa Zelina
STUMPTOWN
Tim Sanborn
Connor McDonough
Eric Rowell
Diane McLaine
Anne Marie O'Neil
HUNTERSVILLE-CONCORD
GILEAD
Heather Ayers
77
Stacey Williams
Paul Tyma
HAMBRIGHT
Heiner Dornburg
BEATTIES FORD
MCCOY
MT HOLLY HUNTERSVILLE

Environmental Sustainability Commission Applicants

March 10, 2026

N W E S

0 0.5 1
Miles

Corporate Limit

ETJ

Member Status

- Applicant
- Applicant & Current Member
- Current Member

Path: M:\PLANNING\Arcview Projects\Parks Department Maps\Board Applicant Maps\P&R Board Application Map.aprx

Print

Environmental Sustainability Committee Application - Submission #19289

Date Submitted: 2/16/2025

First Name*

Heather M

Last Name*

Ayers

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

10

Area(s) of Expertise (check any that apply)

- [x] Climate/Environmental Science
- [x] Education
- [ ] Environmental Policy
- [ ] Environmental Law
- [ ] Energy Conservation/Alternative Energy
- [ ] Forestry/Urban Forestry
- [ ] Sustainable Business Practices
- [ ] Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have 20+ years of experience in education, 17 years as an earth science teacher and 5 years as an educational leader, with a proven track record in providing best practices, educational support, and professional learning for adults. As a former science teacher, it is important to me that we provide real-world connections to learning. To advocate for sustainability and deliver relavency for learning I frequently engaged in professional development such as: -NCCAT: Biltmore to Blue Ridge, Cullowhee, NC -AGI Earth Science Leadership Academy, Houston, TX -NCEE Coastal Explorations Workshop, Rachel Carson Reserve, Corolla, NC I am excited about how my experiences and expertise in education will grow partnerships with environmental/climate science, forestry, energy conservation, and alternative energy resources. These partnerships on the Environmental Sustainability Committee will create opportunities to protect the natural environment and produce positive outcomes for all stakeholders in our community.

Professional and Civic Experience Relevant to this Committee*

In this role, I will bring my professional expertise as an experienced educational leader in addition to my passion for balancing growth and sustainability in the community where I have lived and raised children for 18 years. With a background in social and political philosophy coupled with creating educational policies through stakeholder engagement, I will provide the committee with a unique lens to support short- and long-term goals and vision. As a science teacher, I created the vision to take a barren plot of land and build a school-yard habitat. I met this vision through a multi-year grant-funded project that provided experiential learning opportunities for students. As a result, we were awarded recognition for our school-yard habitat through the National Wildlife Federation based on the following criteria: food, water, cover, and a place to raise their young. These are the types of rich experiences that will bring relevancy to the vision for this committee.

Occupation

Educational Leadership: Currently employed with Charlotte-Mecklenburg Schools as a district leader supporting and improving curriculum and instruction for 150,000+ students.

Education

POST-MASTER'S DEGREE | School Administration | University of North Carolina - Charlotte 2022 MASTER'S DEGREE | Education | City University of Seattle, Washington 2003 BACHELOR'S DEGREE | Philosophy & Religion | University of North Carolina - Wilmington 1998

Briefly describe your environmental sustainability vision for Huntersville.

My vision is to form strong partnerships with community leaders and stakeholders to maintain environmental sustainability through education. This will support and uphold the overall vision to enhance natural beauty and livability by preserving and protecting the tree canopy and our natural resources. With rapid development, our green spaces become at risk and this impacts the local wildlife habitat. These spaces also protect our watershed and reduce runoff pollutants. Through community engagement and leadership we have an opportunity to balance the need for growth and development with the importance of environmental sustainability.

How would you accomplish your environmental sustainability vision?

The vision for preserving and protecting the tree canopy and natural resources can be accomplished by creating positive change through educational partnerships, opportunities, and resources. To meet this vision it will be important to gather stakeholder feedback and promote authentic, meaningful discussions that include multiple perspectives. These steps will allow the Environmental Sustainability Committee to address environmental impact, as a result of rapid growth, through data-driven decisions, continuous improvement processes, and local policy.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

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*

Heather M Ayers

Signature Date*

2/16/2025

Print

Environmental Sustainability Committee Application - Submission #22589

Date Submitted: 2/17/2026

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.

First Name*

Trisha

Last Name*

Knight

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes!

Approx. Hours You Could Dedicate to this Committee (per month):*

5-10 (or more) depending on the project - HAPPY to do more where needed!

Area(s) of Expertise (check any that apply)

- [ ] Climate/Environmental Science
- [x] Education
- [x] Environmental Policy
- [ ]

- [ ] Environmental Law
- [ ] Energy Conservation/Alternative Energy
- [ ] Forestry/Urban Forestry
- [x] Sustainable Business Practices
- [x] Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have been a sustainability consultant for the built environment for over 8 years, and largely for the green building rating system LEED (Leadership in Energy and Environmental Design). I assist project teams with researching and documenting their environmental and sustainability efforts as outlined in the creidt structure of the program; the goal is to achieve a "healthier" building for both people and planet. In addition, I have an M.Sc. in Sustainable Development which covered environmental policy, health metrics, sustainble cities, and more. Personally, I have learned and followed sustainble living wherever possible, including a sustainable, plant-based (vegan) diet.

Professional and Civic Experience Relevant to this Committee*

In addition to the previous note, I have been a member of the town's Envrionmental Sustainabiliy Committee for the past two years. I have had the privilege of collaborating with municipal planners to evaluate and revise local tree ordinances, and presented findings and recommendations to commissioners, which contributed to the successful increase in mandatory tree preservation requirements. Most recently, I initiated the discussion and now movement on the creation of wildlife corridors - very exciting! In addition, I researched, drafted, and successfully led cross-agency efforts to integrate wildlife safety and driving guidance into official North Carolina driver education materials, supporting improved outcomes for wildlife and public safety.

Occupation

Associate, Sustainability Consultant

Education

M.Sc., Sustainable Development, University College Dublin B.A. History, University of California, San Diego

Briefly describe your environmental sustainability vision for Huntersville.

My vision for Huntersville would be achieveing balance between people and nature... where all can thrive. At its core would be long term planning of the preservation of natural spaces and the environmental factors that affect people and wildlife.

How would you accomplish your environmental sustainability vision?

Recognizing that sustainability in a larger context includes other factors beyond the environment, "environmental" sustainability is interwoven throughout most decisions that must be made by the town on behalf of its residents. Accomplishing sustainability in all facets will require taking into account the environment in every decision. With each choice our elected officials make - regardless of party - the question of environmental impact must be evaluated. Therefore, one of my goals would also be to have those discussions with the leaders of our community. And, when confronted, hopefully change the mindset that is is a negative when plans must change to assist the preservation of our natural world - that it is actually a benefit to us as well beccause we rely on nature.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Currently servng on the Huntersville Envrionmental Sustainability Committee.

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*

Trisha Knight

Signature Date*

2/17/2026

Print

Environmental Sustainability Committee Application - Submission #22723

Date Submitted: 2/27/2026

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.

First Name*

Connor

Last Name*

McDonough

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

8

Area(s) of Expertise (check any that apply)

- [x] Climate/Environmental Science
- [ ] Education
- [x] Environmental Policy
- [ ]

- [ ] Environmental Law
- [x] Energy Conservation/Alternative Energy
- [ ] Forestry/Urban Forestry
- [x] Sustainable Business Practices
- [x] Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have a bachelor's and master's in Chemical Engineering. I spent 2 weeks taking a class specializing on alternative sustainable energy solutions in southern Germany. Also am a Process Engineer at one of the most sustainable plastic producers in the world where recycling, bio-based plastics, carbon capture, and overall circular economy solutions are the emphasis of the company.

Professional and Civic Experience Relevant to this Committee*

I am passionate about combating global climate change, I have spent years working within the circular economy and sustainability industry. I really want to make an impact on my local community as best as I can.

Occupation

Chemical Process Engineer

Education

Bachelor of Science in Chemical Engineering Master of Science in Chemical Engineering Both at University of South Carolina

Briefly describe your environmental sustainability vision for Huntersville.

I see our community as being one of the leaders in the charlotte metro area when it comes to tree

I see our community as being one of the leaders in the charlotte metro area when it comes to tree preservation, clean water and air, sustainable energy solutions, and overall efficient and reliable transit solutions.

How would you accomplish your environmental sustainability vision?

I believe we must review every development site with a careful consideration to how it will impact every living organism in our community, whether it be your neighbor or your 100 year old oak trees. We must make sure we are building a community that is walkable, sustainable, world class when it comes to transit solutions that work for everyone.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

None

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*

Connor McDonough

Signature Date*

2/27/2026

Print

Environmental Sustainability Committee Application - Submission #22689

Date Submitted: 2/23/2026

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.

First Name*

Anne Marie

Last Name*

ONeill

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

yes

Approx. Hours You Could Dedicate to this Committee (per month):*

12

Area(s) of Expertise (check any that apply)

- [ ] Climate/Environmental Science
- [ ] Education
- [ ] Environmental Policy
- [ ]

- [ ] Environmental Law
- [ ] Energy Conservation/Alternative Energy
- [ ] Forestry/Urban Forestry
- [ ] Sustainable Business Practices
- [ ] Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

While I do not have formal training in Environmental Studies I have read widely on sustainability topics, volunteered with environmental organizations, am a member of a community garden, organized litter cleanups, and researched tree related topics such as ordinances, tree canopy preservation, treasure tree programs and the Tree City USA program prior to presenting to the ESC as a concerned citizen prior to applying for a role with the ESC. We also moved into Downtown Huntersville three years ago in part to live a more walkable, sustainable lifestyle.

Professional and Civic Experience Relevant to this Committee*

Current Member of the Huntersville Environmental Sustainability Committee 10+ Year volunteer with Angels & Sparrows Community Table an organization which helps our community to limit food waste while working to improve food security for our neighbors. Have volunteered with both Trees Davidson and Trees Charlotte and Charlotte Storm Water management. Incorporated sustainability principles in running my small business

Occupation

Currently retired. 16 + years of small business ownership and 5 years of Human Resources Management

Education

BS Industrial Relations - Le Moyne College Syracuse, NY

Briefly describe your environmental sustainability vision for Huntersville.

To advocate for initiatives that ensure the highest quality of life for residents with smart development, protecting natural areas and wildlife, improving air quality, promoting connectivity including increasing walkability and bikeability, reducing waste and increasing energy efficiency.

How would you accomplish your environmental sustainability vision?

The ESC, employing a subcommittee format is currently working on initiatives addressing many of the topics above. I am leading a subcommittee launching the Treasure Tree Program aimed at building awareness and interest around our tree canopy by recognizing some of our very special trees with a celebration on Arbor Day, April 24th. I have researched topics such as deconstructing buildings vs demolishing and comparing green building certification programs. Once templates are finalized the summaries will be available on the webpage. I would continue to work on topics where we could felt we could make in impact.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Environmental Sustainability Committee (March 2026)

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*

Anne Marie O'Neill

Signature Date*

2/23/2026

Print

Environmental Sustainability Committee Application - Submission #16991

Date Submitted: 3/14/2024

First Name*

Eric

Last Name*

Rowell

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

5

Area(s) of Expertise (check any that apply)

- [ ] Climate/Environmental Science
- [ ] Education
- [x] Environmental Policy
- [x] Environmental Law
- [ ] Energy Conservation/Alternative Energy
- [ ] Forestry/Urban Forestry
- [x] Sustainable Business Practices
- [ ] Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have been licensed as an attorney for over 15 years now and also have past experience as an insurance adjuster. During my time as an adjuster, I handled environmental claims and litigation and learned about the damage from unregulated industry. I also have experience in dealing with environmental regulatory bodies to ensure my company is in compliance with government regulations and adhering to sustainable practices.

Professional and Civic Experience Relevant to this Committee*

5+ years of legal and risk management work experience dealing with environmental related claims and litigation. Support of local farmers in and around Huntersville to help reduce the environmental impact of trucking industry. Encouraging recycling efforts and sustainability education at each company office in multiple states.

Occupation

Risk Manager

Education

BA - Political Science, NCSU; JD - Charleston School of Law

Briefly describe your environmental sustainability vision for Huntersville.

My vision is a future where environmental sustainability is at the forefront of community values, helping to foster a harmonious balance between nature and development. Huntersville should strive to be a model for responsible and regenerative practices, prioritizing clean air, water, and green spaces that enhance the well-being of our residents.

How would you accomplish your environmental sustainability vision?

We have to start with more community engagement and education. The committee can raise awareness about sustainable practices, climate change, and the importance of preserving local ecosystems; including by developing and enhancing public transportation options, pedestrian-friendly infrastructure, and cycling paths.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

I have previously served on 3 town advisory committees: the Board of Adjustment, 2040 Plan committee, and the HEOSC (educational options study committee). I am not currently serving on any boards.

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*

/s/ Eric Rowell

Signature Date*

3/14/2024

Print

Environmental Sustainability Committee Application - Submission #19380

Date Submitted: 2/28/2025

First Name*

Timothy

Last Name*

Sanborn

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

5-10

Area(s) of Expertise (check any that apply)

- [x] Climate/Environmental Science
- [x] Education
- [x] Environmental Policy
- [ ] Environmental Law
- [x] Energy Conservation/Alternative Energy
- [ ] Forestry/Urban Forestry
- [x] Sustainable Business Practices
- [x] Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

I have exposure to the areas checked above by virtue of my experience in the chemical industry as a synthesis chemist, R&D chemist, Technical Service Manager, Sr. Technical Advisor and Sr. Product Steward. Later in my career, I worked in the BASF Sustainability Group, which focused on the many variables impacting the ecoefficiency of the company's products in various industries in various applications.

Professional and Civic Experience Relevant to this Committee*

During my 39 years in the chemical industry, I served three divisions (Polymer Dispersions, Engineering Plastics and Construction Chemicals) as a Senior Product Steward. This position required competence to advise business partners in the interpretation and effects of current laws, trends, policies and governmental reporting requirements in climate change, environmental laws (EPA and states), sustainable energy and sustainability measurement and metrics.

Occupation

retired from BASF

Education

BS Chemistry

Briefly describe your environmental sustainability vision for Huntersville.

I see Huntersville leading its citizens in a dialog about sustainability that leads to an achievable mission statement and goals. Clear and concise communications will lead to education of Huntersville citizens about their roles in achieving stated Town goals. Huntersville will examine the value of current science, policies, practices and education in achieving its goals. The Town will drive sustainability improvements in its operations, buildings and practices and engage its citizens in the pursuit of defined sustainable practices in its homes.

How would you accomplish your environmental sustainability vision?

The Huntersville Sustainability Commission will be responsible for generating a roadmap that drives communication, education and execution of the Sustainability Vision within town staff and operations and the town citizenry.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

I served on the Greenway, Bikeway and Trail Commission for 7 years as a member and Co-chair. Mr. Walsh will, I expect, serve as a reference if needed.

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*

Timothy P Sanborn

Signature Date*

2/28/2025

Print

Environmental Sustainability Committee Application - Submission #20169

Date Submitted: 6/1/2025

First Name*

Paul

Last Name*

Tyma

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

8-16

Area(s) of Expertise (check any that apply)

- [ ] Climate/Environmental Science
- [ ] Education
- [ ] Environmental Policy
- [ ] Environmental Law
- [ ] Energy Conservation/Alternative Energy
- [ ] Forestry/Urban Forestry
- [ ] Sustainable Business Practices
- [ ] Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

20+ years of experience in landscaping and installation and plant selection.

Professional and Civic Experience Relevant to this Committee*

I am a licensed professional engineer in North and South Carolina.

Occupation

Telecommunications Engineer (Registered Communications Distribution Designer)

Education

Bachelor's of Science in Mechanical Engineering; Professional Science Master's degree in Engineering Physics (with a concentration in instrumentation and automation).

Briefly describe your environmental sustainability vision for Huntersville.

Preserve existing habitats and ecosystems adjacent to greenways; re-establish native plants in residential and commercial properties; establish Huntersville botanical community garden; educate population on importance of native plants and natural corridors; involve public schools with the establishment and maintenance of community gardens.

How would you accomplish your environmental sustainability vision?

1) Create educational material and marketing campaigns to increase public awareness and garner community involvement (moreover, establish credits, tax breaks and other incentives for citizens that plant and maintain native plants and gardens); 2) establish programs with local schools to get students involved with mass plantings and selection and maintenance of gardens (establish competitive events whereby schools can be judged on volume of plantings and aesthetic beauty of gardens/corridors), 3) engage local turf maintenance companies to expand repertoire of services to include native plantings and maintenance, 4) work with existing nurseries and landscape companies to optimize and accelerate landscape designs and installations through innovative design creation, modular and scalable installations and overall faster installation through pre-staging and planning of modular, configurable designs, and 5) work with HOAs to encourage native plant selection and re-establishment of natural corridors. Ultimately, have Huntersville serve as a national blueprint for proper integration of human development and natural surroundings.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

N/A

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*

Paul Tyma

Signature Date*

6/1/2025

Print

Environmental Sustainability Committee Application - Submission #19285

Date Submitted: 2/15/2025

First Name*

Stacey

Last Name*

Williams

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

Yes

Approx. Hours You Could Dedicate to this Committee (per month):*

Whatever is needed

Area(s) of Expertise (check any that apply)

- [ ] Climate/Environmental Science
- [x] Education
- [ ] Environmental Policy
- [ ] Environmental Law
- [ ] Energy Conservation/Alternative Energy
- [ ] Forestry/Urban Forestry
- [ ] Sustainable Business Practices
- [ ] Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

Educator/ Administrator

Professional and Civic Experience Relevant to this Committee*

Educator/ Administrator

Occupation

Educator/ Administrator

Education

Doctorate Degree

Briefly describe your environmental sustainability vision for Huntersville.

Have not comprised a plan as yet, new to the area

How would you accomplish your environmental sustainability vision?

Have not comprised a plan as yet, new to the area

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

Community Education Council NYC Community Board 12 Jamaica Queens NY

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*

Stacey Williams

Signature Date*

2/15/2025

Print

Environmental Sustainability Committee Application - Submission #22386

Date Submitted: 1/18/2026

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.

First Name*

Lisa

Last Name*

Zelina

Are you available to meet the 2nd Thursday at 3:30p.m. each month?*

yes

Approx. Hours You Could Dedicate to this Committee (per month):*

40

Area(s) of Expertise (check any that apply)

- [ ] Climate/Environmental Science
- [x] Education
- [x] Environmental Policy
- [ ]

- [ ] Environmental Law
- [ ] Energy Conservation/Alternative Energy
- [ ] Forestry/Urban Forestry
- [ ] Sustainable Business Practices
- [x] Sustainable Development

Please Describe (in detail) your Area(s) of Expertise*

Although I do not have a traditional, formal education in Environmental Science, I do have relevant community experience. I am currently the co-Lead of the Environment Grants committee for a local nonprofit philanthropic organization, the Women's Impact Fund. We provide substantial monetary grants every year to environmental nonprofits in Mecklenburg County. My role is to lead the environmental grants committee in reviewing the grant applications, visiting and interacting with the grant finalists and determining the most qualified candidate to receive our yearly grant. Examples of the applicants we work with include organizations that have missions to address sustainability through a circular economy, address traffic congestion and carbon emissions, and protect and conserve wildlife and habitat in our region, just to mention a few. During the grant review process, we narrow the field to the four top applicants that meet our requirements for the environmental grant. We then engage with them directly to learn more about their mission and how they are addressing sustainability in Mecklenburg County.

Professional and Civic Experience Relevant to this Committee*

As noted above, I am currently the co-Lead for the Environment Grants Committee for Women's Impact Fund. I am currently attending a training on becoming a board member to better educate myself about this role with the desire to serve as a board member on one of the environmental non-profits in Mecklenburg County. I am also a regular volunteer at a local nonprofit called The Bulb. This has provided me with a better appreciation and understanding of how important and effective sustainability can be in our region. The Bulb is a nonprofit mobile farmers' market that brings nutritious, fresh produce to underserved communities in Charlotte. The Bulb rescues high quality produce from grocery partners in Charlotte that is still consumable but would otherwise be allocated to the dump. This prevents edible food from be added to our landfills while providing much needed nutritious fruits and vegetables to those in need in our local communities. The produce is sorted to ensure that the food is clean, good and ready for distribution at markets. The food that is not edible is sent for composting at a local composting company. The Bulb is located in the Innovation Barn which is part of Envision Charlotte. Envision Charlotte is a nonprofit organization dedicated to building a more sustainable, resilient, and circular city through innovation, collaboration, and community action. Their mission is to develop and scale solutions that reduce waste, conserve resources, and promote environmental equity. Through volunteering with The Bulb, I have learned how this nonprofit is delivering on its mission to create a circular environment.

Occupation

Registered Nurse, retired Clinical Research Professional in the pharmaceutical industry

Education

Registered Nurse Bachelor of Science in Biology - while pursuing this degree, I had an internship with the university ornithologist. We studied the impact of forest fragmentation on bird species and migration patterns. This is crucial in evaluating and creating wildlife corriders. Clinical Research Professional, ACRP - I have worked in clinical research in the pharmaceutical industry for 25+ years. During that time, I managed a large group of research professionals monitoring a variety of clinical trials. I am well versed on how to collect, review and analyze data. I am comfortable with Microsoft Office Suite.

Briefly describe your environmental sustainability vision for Huntersville.

I have been a Huntersville resident for 16 years and I have seen many changes to our community. I am concerned about the impact that the ongoing development is having on the sustainability and beauty of our natural spaces, wildlife and resources in Huntersville. I'm very passionate about educating our community on the need to eliminate waste and ways to reduce, recycle and protect our resources. My vision for Huntersville is to move closer to a circular economy where we continue to grow our recycling practices, addressing not only container waste but also increasing awareness of food waste and composting. In addition, I envision a community where we can co-exist with the wildlife through continued evaluation and growth of wildlife corridors.

How would you accomplish your environmental sustainability vision?

By leveraging the relationships that I have with environmental nonprofits in the area, we could collaborate with them to gain a better understanding of actions that we could and should take to address sustainability issues in our community. In addition, educating the public is vital. Many in the community will not participate in sustainability practices if they do not understand the need and are not aware of what is available to them. Developing and providing educational opportunities for the public to create a better understanding of the need to recycle and of sustainability practices that they can do in and around their own homes, including changing yard and garden practices to increase native plant species, would help drive our vision of sustainability. If every resident would adopt one sustainability practice, all of the small practices would create a big change for our community.

List any Town or County Boards, Commissions, or Committees you are presently serving (or have served) on (include term expirations):

I am currently the co-Lead for the Environment Grants Committee for Women's Impact Fund. I have served on this committee for two years and my term ends in May 2026.

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*

Lisa Zelina

Signature Date*

1/18/2026

Request for Board Action

March 17, 2026

To: The Honorable Mayor and Board of Commissioners

From: Tracy Houk, Assistant Director of Parks and Recreation

Subject: Public Arts Commission Appointment

EXPLAIN REQUEST:

Consider appointing one (1) member to the Public Arts Commission, due to one expiring term, from 6 applicants.

1. Three-year term, expiring 3/31/2029 (Christina Stouth has served one partial term, and is eligible, and has applied for another term)

ACTION RECOMMENDED:

Appoint 1 member.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Public Arts Commission Overview - 20260309
2. Public Arts Commission Member Map 3-10-2026
3. Public Arts Commission Applicant Packet - 20260309

Public Arts Commission

7 Members Total
7 Current
1 Expiring
0 Vacancies since Last Appt
1 APPOINTMENT(S) NEEDED

CURRENT MEMBERS (7)

Name	Position/Title	Notes	Term Exp & Years		Regular Term Start: Partial	Term 1	Term 2
Horton, Jessica	Co-Chair		**12/31/2026**	3		12/7/2020	12/18/2023
Aka-Bashorun, Diana			**3/31/2029**	3		12/16/2025	
Culp, Nathaniel			**12/31/2027**	3		12/17/2024	
Esinhart, Ed			**12/31/2027**	3		1/3/2022	12/17/2024
Kendrick, Kendall			**12/31/2026**	3		12/18/2023	
King, Leonard		replaced Roeder	**12/31/2027**	3	12/18/2023	12/17/2024	
Stout, Christina		replaced Kendra-Dill	*** 3/31/2026**	3	11/3/2025		

APPLICANTS (6)

Name	ETJ?	Current Board Assignment?	App Date	Still Interested (if application is over 3 months old)?
Boyd, Dave	☐	No	9/26/2025	3/9/2026
Hamilton, Dave	☐	No	2/27/2026	
Pecoraro, Kristin	☐	No	2/27/2026	
Schwarz, Pamela	☐	No	2/28/2026	
Stout, Christina	☐	3/31/2026 - Public Arts Commission	9/9/2025	3/9/2026
Tew, Margaret	☐	No	5/4/2024	3/9/2026

* Term expires within 3 months

MAYES
MCCORD
POPLAR TENT
STUMPTOWN
HUNTERSVILLE-CONCORD
GILEAD
HAMBRIGHT
BEATTIES FORD
MCCOY
MT HOLLY HUNTERSVILLE
73
77
Dave Boyd
Kristin Pecoraro
Margaret Tew
Christina Stout
Ed Esinhart
Nathaniel Culp
Kendall Kendrick
Jessica Horton
Leonard King
Diana Aka-Bashorun
Dave Hamilton
Pamela Scharz

Public Arts Commission Applicants

March 10, 2026

N W E S

0 0.5 1

Miles

Corporate Limit

ETJ

Member Status

Applicant

Applicant & Current Member

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 #21289

Date Submitted: 9/26/2025

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?*

Public Arts 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*

Dave

Last Name*

Boyd

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

Retired

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

None

Areas of Expertise, Interests and Skills

Retired entrepreneur, traveler, computers

Education

College degree, business courses

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Worked early voting and elections for many years

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*

Dave Boyd

Signature Date*

9/26/2025

Print

Advisory Boards & Commissions Application - Submission #22738

Date Submitted: 2/27/2026

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?*

Public Arts 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*

Dave

Last Name*

Hamilton

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)*

6-8

Occupation

Tax accountant

Education

Bachelor of Arts in film studies UNCW ‘06 Master of science in accountancy UNCW ‘12

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

None

Areas of Expertise, Interests and Skills

Taxes, financial literacy and education, heritage research, and a love for the arts.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Volunteer with Junior Achievement.

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*

David E. Hamilton

Signature Date*

2/27/2026

Print

Advisory Boards & Commissions Application - Submission #22727

Date Submitted: 2/27/2026

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?*

Public Arts 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*

Kristin

Last Name*

Pecoraro

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)*

4?

Occupation

Retired Pharmacist

Education

BS in Pharmacy from Purdue University

List any Town or County Boards, Committees, Commissions you are presently serving on (include term expirations)

Business and Civic Experience related to this Advisory Board or Commission

Areas of Expertise, Interests and Skills

I am an oil painter myself, with a deep appreciation for the arts and its role in enriching the community. I have a strong interest in supporting public art, fostering artistic talent, and helping to locate/create spaces to display art for members of our community to enjoy.

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I volunteered for for several years on the administration team of a local non-profit organization (NCYO), where I coordinated events, managed hospitality efforts, and served as the director of development helping to form corporate and community partnerships.

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*

Kristin Pecoraro

Signature Date*

2/27/2026

Print

Advisory Boards & Commissions Application - Submission #22739

Date Submitted: 2/28/2026

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?*

Public Arts 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*

Pamela

Last Name*

Schwarz

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

Paralegal

Education

Bachelors of Arts in Music

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

Performing Arts

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Plum Creek HOA, President Alexander Youth Network, Volunteer Tutoring at community center (not in Huntersville) Lake Forest One Team Soccer Camp, Volunteer

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*

Pamela Schwarz

Signature Date*

2/28/2026

Print

Advisory Boards & Commissions Application - Submission #21099

Date Submitted: 9/9/2025

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.**

Which Advisory Board/Commission are you applying for?*

Public Arts 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*

Christina

Last Name*

Stout

Is this address in the ETJ?*

- (•) No
- ( ) Yes

Occupation

N/A - volunteer

Place of Employment

Approx. hours you could dedicate to this Board/Commission (per month)*

12 - 15 hours

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

I have organized and volunteered for many local school beautification days, & worked with local art teachers to create artistic experiences for students. My family and I participated in many community art projects the town has had at Hello Huntersville and enjoyed the feeling of contributing to the town. My family regularly attends Charlotte Shout and the Cain center and my daughter has had many works presented there.

Areas of Expertise, Interests and Skills

I enjoying volunteering in my community and working on a team. I have excellent organizational skills and have experience in multiple art mediums including theater and visual arts. I have been volunteering my time recently to teach seniors how to make online graphics for their clubs, groups etc.

Education

Bachelor of Arts

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

I have volunteered in multiple capacities for 2 local schools and currently volunteer on the theater boosters at Hopewell High School. I volunteer weekly (for 7 years) at Angels and Sparrows Community Table and have volunteered at Hello Huntersville and Halloween in Huntersville tabling for various local groups.

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 essentially as a court, it is bound by strict rules of procedure and must use specific findings of fact to reach a ruling. As such, Board members must base their ruling 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

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*

Christina Stout

Signature Date*

9/9/2025

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 #17367

Date Submitted: 5/14/2024

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?*

Public Arts 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*

Margaret

Last Name*

Tew

Is this address in the ETJ?*

- (•) No
- ( ) Yes

Occupation

Realtor

Place of Employment

self-employed

Approx. hours you could dedicate to this Board/Commission (per month)*

9

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

Art, project management, marketing

Education

Bachelor's degree plus post-education certificates

Please describe any areas of community service, in which you have participated, in Huntersville or elsewhere

Recently moved here and want to get involved! Also have a daughter who uses a wheelchair and loves art so trying to find places I can advise and advocate for individuals with disabilities!

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*

Margaret Tew

Signature Date*

5/14/2024