



Council Meeting Agenda  
August 1, 2022  
6:00PM

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1. Call to Order ..... Mayor Ed Hooks
2. Moment of Silence (*no one signed up for this meeting date*) ..... Mayor
3. Public Comments ..... Mayor
4. Consent Agenda ..... Mayor
  - a. Alamance County Library Committee Appointment Recommendation
  - b. Final Plat Approval- St. Barts Place
  - c. Final Plat Reapproval- Tupelo Junction, Ph. 1
  - d. Petition for Voluntary Non-Contiguous Annexation- Summit Church
  - e. Petition for Voluntary Non-Contiguous Annexation- Sandra Clark
  - f. Odor Control Chemical Bid Results and Recommendation
5. Public Hearings-
  - a. Rezoning- 120, 122, 126 W. Holt Street from HM, B-1, and R-12 to B-1 (CD) to allow for a Planned Unit Development by NC Mebane Holt, LLC..... Ashley Ownbey, Interim Development Director  
*(Requested to be continued until October 3, 2022 per the applicant)*
  - b. Rezoning- 4677 Mrs. White Lane from R-20 to R-12 (CD) to allow for a residential development by Tanner Built Homes, LLC..... Ms. Ownbey
  - c. Rezoning- Peartree Drive & Parker Lane from R-8 (CD) and R-20 to R-8 (CD) to allow for a residential development by KB Home Carolina Division ..... Ms. Ownbey
  - d. Ordinance to Extend the Corporate Limits- BC Stagecoach, LLC, Stagecoach Corner..... Lawson Brown, City Attorney
6. Elevated 1 MG Water Storage Tank Engineering Services ..... Kyle Smith, Utilities Director
7. Elevated 1 MG Water Storage Tank Grant Administration Services ..... Mr. Smith
8. Elevated 1 MG Water Storage Tank Capital Project Ordinance and Reimbursement Resolution ..... Daphna Schwartz, Finance Director
9. Code of Ordinances Amendment- Backyard Hens and Fowl Ordinance ..... Mr. Brown
10. Property Acquisition- Smith Drive, Jackson Street and Lee Street- WRRF ..... Mr. Brown
11. Property Acquisition- Jackson Street- WRRF ..... Mr. Brown
12. Adjournment ..... Mayor



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## AGENDA ITEM #4A

### Recommendation to the Alamance County Commissioners for Appointment to the Alamance County Library Committee

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#### Presenter

Lawson Brown, City Attorney

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#### Public Hearing

Yes  No

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#### Summary

Three applications were received for Council's consideration in making a recommendation to the Alamance County Board of Commissioners for appointment of the one (1) vacant trustee position.

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#### Background

Mebane is allowed two (2) trustees to serve on the Alamance County Library Committee. At its June 6, 2022 meeting, Council voted unanimously to recommend the reappointment of Courtney Doi. One seat remains vacant as no eligible applications were received for consideration at the June or July meetings. Since that time, three (3) applications have been received: Mandy Al-Bjaly, Lorna Nelson, and Sarah Williams.

Committee terms are for two (2) years and typically begin on July 1<sup>st</sup>.

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#### Financial Impact

N/A

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#### Recommendation

Staff recommends that Council make a recommendation for appointment of \_\_\_\_\_ as a Mebane trustee.

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#### Suggested Motion

I make a motion to recommend \_\_\_\_\_ for appointment by the Alamance County Board of Commissioners to serve as a Mebane trustee on the Alamance County Library Committee.

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#### Attachments

1. Mandy Al-Bjaly's Application
2. Lorna Nelson's Application
3. Sarah William's Application



# City of Mebane

## Boards and Commissions Application

Received  
4/29/22

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail, or by fax to the Mebane Municipal Building, 106 East Washington Street, Mebane, NC 27302, Fax (919) 563-9506.

### Personal Information

Name: Mandy Al-Bjaly  
Home Address: 432 W. Vine St, Mebane, NC 27302  
Mailing Address (if different): \_\_\_\_\_  
Home Phone: 919-475-7002 Business Phone: \_\_\_\_\_  
Do you live inside the Mebane City Limits? Yes  No \_\_\_\_\_  
In Alamance or Orange County? Alamance

### Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes \_\_\_\_\_ No   
If so, which one(s)? \_\_\_\_\_

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): library advisory board

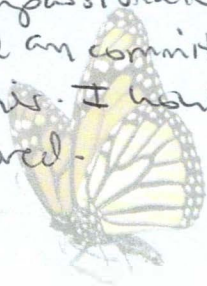
Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

My family finds great enjoyment + fulfillment at the library. I have four children who all love to go often to check out books, movies + cds and to participate in activities. All of the libraries in the county are amazing in their own ways. As someone who loves to read, write, speak + present + collaborate on ideas + policies, I think I have a lot to give to this position. I do not currently work outside the home but when I did, I was in a supervisor position that required →

### Education

Please list your educational background. Include name of all schools attended:  
Bachelors of Arts at Southern Utah University -  
major: Interpersonal Communication / minor: English Literature

the formulation & documenting  
of many policies & procedures.  
I was very comfortable leading and/or  
participating in meetings with executives  
to better our policies, increase membership  
in our organization, & more. I work  
well with others & am reliable. I  
believe libraries are an essential  
part of our community. I want to  
help in any way I can. I am  
intellectual but compassionate too.  
I am organized and am committed  
to my responsibilities. I would  
love to be considered.



**Employment**

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties. *I am a homemaker*

Name of Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Title and Duties:  
\_\_\_\_\_  
\_\_\_\_\_

**Civic Involvement**

Please list the names of all civic organizations in which you currently hold membership:

- *Band Booster President At EANS*
- *member of PTA at EM Yoder*
- *member of the Relief Society at The Church of Jesus Christ of Latter-day Saints*

**Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.**



# City of Mebane

## Boards and Commissions Application

Received  
7/5/22

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail, or by fax to the Mebane Municipal Building, 106 East Washington Street, Mebane, NC 27302, Fax (919) 563-9506.

### Personal Information

Name: Lorna Nelson

Home Address: 305 West McKinley Street, Mebane, NC 27302

Mailing Address (if different): \_\_\_\_\_

Home Phone: (919) 971-2838 Business Phone: \_\_\_\_\_

Do you live inside the Mebane City Limits? Yes  No

In Alamance or Orange County? Alamance

### Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes  No   
If so, which one(s)? \_\_\_\_\_

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): Just the same one  
\_\_\_\_\_  
\_\_\_\_\_

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

To support and advocate for the library and professional librarians in Mebane; to learn more about how the library works; to gain a better understanding of how people in Mebane use the library and what their needs are; to serve and connect with my community.  
\_\_\_\_\_  
\_\_\_\_\_

### Education

Please list your educational background. Include name of all schools attended:

NSULA Master of English 2012; NCSU MEd 2008; BA English 2005; BA Poli Sci 1986  
\_\_\_\_\_  
\_\_\_\_\_

**Employment**

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: I am a retired community college English instructor

Address: \_\_\_\_\_

Title and Duties:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Civic Involvement**

Please list the names of all civic organizations in which you currently hold membership:

I currently volunteer with Triangle Disability Awareness Council and Augustine Literacy Project  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.**



# City of Mebane

## Boards and Commissions Application

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail, or by fax to the Mebane Municipal Building, 106 East Washington Street, Mebane, NC 27302, Fax (919) 563-9506.

### Personal Information

Name: Sarah Williams

Home Address: 305 Nth 9th St., Mebane, NC 27302

Mailing Address (if different): \_\_\_\_\_

Home Phone: 843-592-0516 Business Phone: 336-222-8191

Do you live inside the Mebane City Limits? Yes  No

In Alamance or Orange County? Alamance

### Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes  No   
If so, which one(s)? \_\_\_\_\_

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): Library Advisory Board

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

I would love to give back & also to provide the lens of a young professional & young mom (child under 2) which are two demographics I think could be better reached in our community. I have gone to the library more since becoming a mom & am impressed with all the ways the library serves our community. I would love to support & grow that impact.

### Education

Please list your educational background. Include name of all schools attended:

- N Vanderbilt University - Masters of Community Development & Action
- College of Charleston - Double majored in Communication with a Media Studies concentration + Women's & Gender Studies



-Thomas Heyward Academy - high school

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**Employment**

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Habitat for Humanity of Alamance County

Address: 1176 N. Church St., Burlington, NC 27216

Title and Duties:  
Associate Director - help with fundraising & donor relations, event planning, volunteer management, marketing, communications, & community engagement

**Civic Involvement**

Please list the names of all civic organizations in which you currently hold membership:

American Red Cross - Piedmont Triad Chapter - board member

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**Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.**



# AGENDA ITEM #4B

## SUB 22-08

### Final Subdivision Plat St. Barts Place

#### Presenter

Ashley Ownbey, Interim Development Director

#### Applicant

Vernon Clapp  
1353 North Church Street  
Burlington, NC 27217

#### Public Hearing

Yes  No

### Final Plat



**Property**  
St. Barts Place,  
Alamance County  
GPIN  
9813494621

**Proposed Zoning**  
N/A

**Current Zoning**  
R-20

**Size**  
+/-6.9 acres

**Surrounding Zoning**  
R-20, R-12, R-6 (CD)

**Surrounding Land Uses**  
Residential, Church

**Utilities**  
Extended at developer's expense.

**Floodplain**  
Yes

**Watershed**  
No

**City Limits**  
Yes

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**Summary**

Vernon Clapp is requesting approval of the Final Plat for the St. Barts Place Subdivision (approved as a preliminary subdivision plat by City Council on 02/06/2017). The Final Plat will include a total area of +/-6.9 acres featuring 12 single-family lots, right-of-way dedication, and a 10' multi-use path.

The Technical Review Committee (TRC) has reviewed the Final Plat and the applicant has revised the plan to reflect comments. All infrastructure must be completed and approved to meet the City of Mebane specifications. All infrastructure not completed shall be bonded or a letter of credit provided prior to recordation.

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**Financial Impact**

The developer has extended utilities at his own expense.

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**Recommendation**

Staff recommends approval of the Final Plat.

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**Suggested Motion**

Motion to approve the final plat as presented.

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**Attachments**

1. Final Plat

SURVEYOR'S CERTIFICATION:

I, TOMMY W. WRIGHT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOKS 1529 PAGE 248, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGE SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 21<sup>ST</sup> DAY OF JULY, 2022 A.D.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, TOMMY W. WRIGHT, CERTIFY THAT THE CONTROL FOR THIS SURVEY FROM AN ACTUAL GPS (OR GNSS) SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- 1. CLASS OF SURVEY: CLASS A
2. POSITIONAL ACCURACY: 0.07'
3. TYPE OF GPS FIELD PROCEDURE: VRS (SOKKIA MODEL GCX-3 NETWORK ROVER)
4. DATE OF CONTROL SURVEY: 05-10-2022
5. DATUM EPOCH: NAD83(2011)/EPOCH (2010)
6. PUBLISHED/FIXED-CONTROL USE: NC CORS NETWORK
7. GEOID MODEL: 18
8. MEAN COMBINED GRID FACTOR: 0.999947943 (GROUND TO GRID)
9. UNITS: US SURVEY FEET

PROFESSIONAL LAND SURVEYOR

L-5262 LICENSE NUMBER



SANDRA A. MULLER D.B.0561 PG.0152 T.M.# 9813-3997-30

LARRY G. PARKS / BILLIE ANNE D.B.0419 PG.0396 T.M.# 9813-3982-59

GENERAL NOTES:

- 1. ERROR OF CLOSURE IS 1:10,000+.
2. AREA DETERMINED UTILIZING COMPUTER SOFTWARE.
3. THIS MAP IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS OF WAY RECORDED PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT VISIBLE AT THE TIME OF INSPECTION.
4. BOUNDARY SURVEY PERFORMED BY FLEMING ENGINEERING, INC.
5. THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AND ZONE AE AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 3710981300K, EFFECTIVE DATE NOVEMBER 17TH, 2017.
6. THIS SURVEY IS A NORTH CAROLINA CLASS A SURVEY.
7. FIELD WORK COMPLETED 05-12-2022
8. NC GRID COORDINATES SHOWN HEREON ARE BASED ON GPS OBSERVATIONS UTILIZING VRS NC CORS NETWORK.
9. ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS OTHERWISE SPECIFIED.

CERTIFICATE OF OWNERSHIP AND DEDICATION, I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN BOOK... AND THAT I (WE) HEREBY ACKNOWLEDGE THIS PLAT AND ALLOTMENT TO BE MY (OUR) FREE ACT AND DEED AND HEREBY ESTABLISH THE MINIMUM BUILDING LINES, AND DEDICATE TO PUBLIC USE AS STREETS, ALLEYS, CROSSWALKS, EASEMENTS, PARKS AND OTHER SPACES FOREVER AS SHOWN OR INDICATED. FURTHER, I (WE) CERTIFY THAT THE PROPERTY AS SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF ALAMANCE COUNTY.

OWNER DATE
OWNER DATE
ATTEST DATE

JOYCE H. GRAVES D.B.0710 PG.0550 T.M.# 9813-4979-49

OLD HILLSBOROUGH RD SR 2126

VICINITY MAP 1" = 2,000'

SITE DATA:

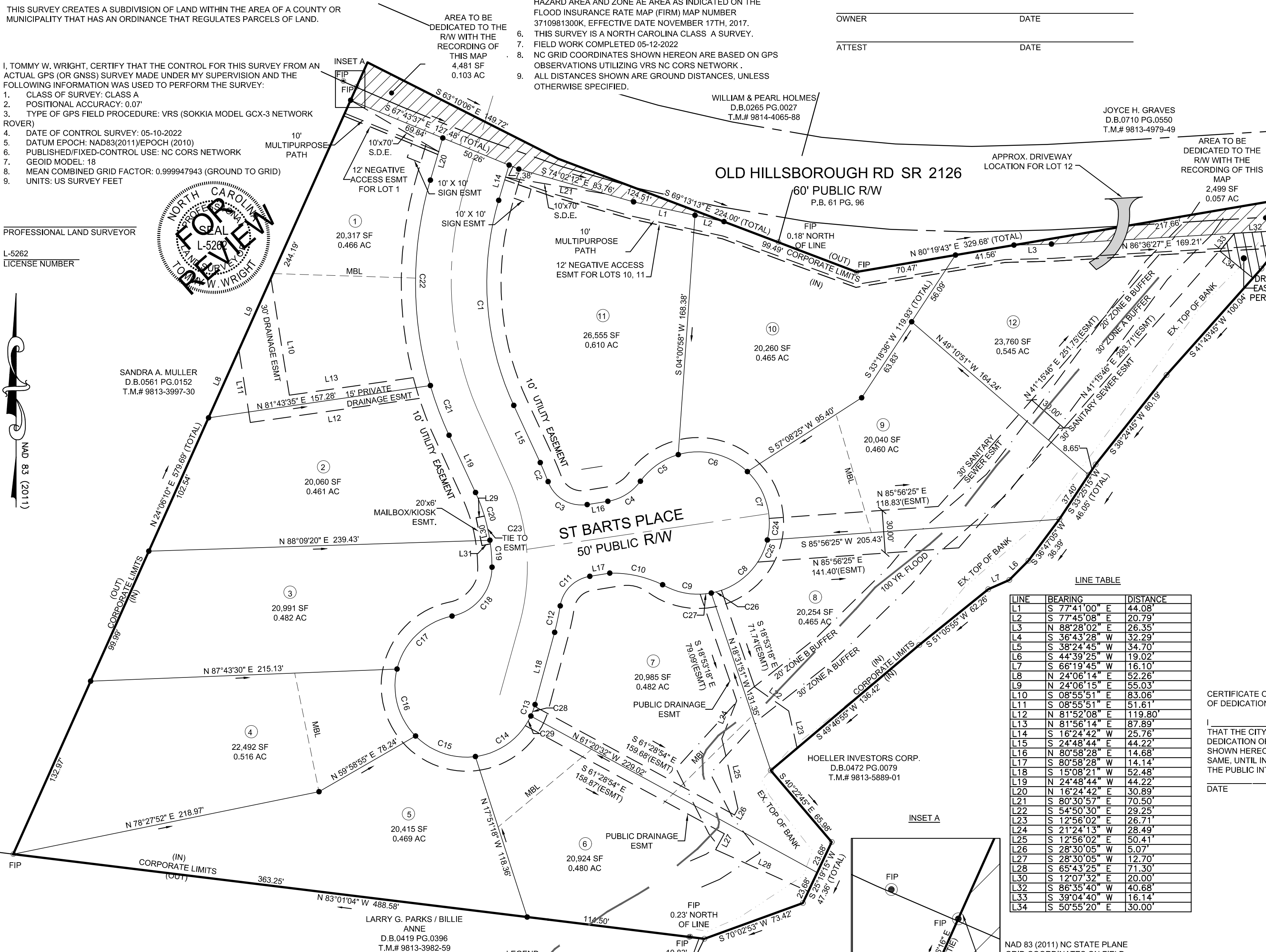
GPIN: 9813-49-4621 SINGLE FAMILY REQUIREMENTS
PIN: 163282 MIN. LOT SIZE: 20,000 SF
OLD TAX ID: 10-17-66B MIN. LOT WIDTH: 85' INTERIOR 85' CORNER
CLAPP VERNON D MIN. STREET FRONTAGE: 30'
MEBANE, NC 27302 MIN. STREET SETBACK: FRONT: 30'
D.B. 1529 PG. 248 INTERIOR SETBACK: SIDE: 18'
TOTAL AREA: 6.90 ACRES REAR: 25'
NO. OF UNITS: 12 UNITS MIN. BLDG. SEPARATION:
DENSITY: 1.74 UNITS/ACRE MAX. BLDG. HEIGHT: 40'
EX. ZONING: R-20 MAX. BLDG. COVER: 40%

CURVE TABLE

Table with columns: CURVE, CHORD BEARING, CHORD LENGTH, RADIUS. Lists curves C1 through C29 with their respective measurements.

LINE TABLE

Table with columns: LINE, BEARING, DISTANCE. Lists lines L1 through L34 with their respective bearings and distances.



REVIEW OFFICER CERTIFICATION. STATE OF NORTH CAROLINA COUNTY OF ALAMANCE

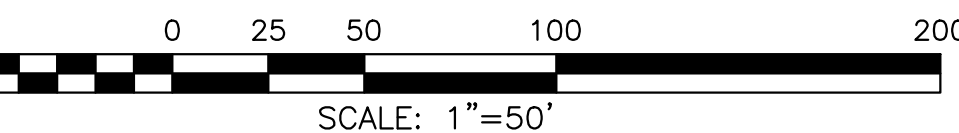
I, REVIEW OFFICER OF ALAMANCE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE

LEGEND

- PROPERTY LINE
ADJOINING PROPERTY LINE
INTERIOR PROPERTY LINE
EXISTING RIGHT OF WAY
PROPOSED OF WAY
PROPOSED ROAD CENTER LINE
PROPOSED EASEMENT
FLOODPLAIN LINE
BUFFER ZONE
TOP OF CREEK BANK
MAXIMUM OR MINIMUM BUILD LINE
DRAINAGE EASEMENT
R/W DEDICATION
FOUND IRON PIPE
SET IRON REBAR
POINT IN CREEK (NOT MONUMENTED)
PLAT BOOK
DEED BOOK
PAGE
ACRE
SQUARE FEET
RIGHT OF WAY



SCALE: 1" = 50'

CERTIFICATE OF FINAL MAJOR SUBDIVISION PLAT APPROVAL AND ACCEPTANCE OF DEDICATION

I, THE CITY CLERK OF MEBANE, NORTH CAROLINA, DO CERTIFY THAT THE CITY OF MEBANE APPROVED THIS PLAT OR MAP AND ACCEPTED THE DEDICATION OF THE STREETS, EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PARKS SHOWN HEREON, BUT ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME, UNTIL IN THE OPINION OF THE CITY COUNCIL OF THE CITY OF MEBANE IT IS IN THE PUBLIC INTEREST TO DO SO.

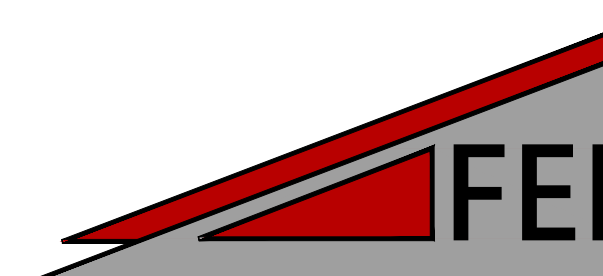
DATE

CITY CLERK

FINAL PLAT FOR ST. BARTS PLACE SUBDIVISION

OWNER INFORMATION: VERNON CLAPP 1353 NORTH CHURCH ST. BURLINGTON, NC 27217 (336) 228-6461

PROJECT LOCATION: CITY: MEBANE TOWNSHIP: MELVILLE COUNTY: ALAMANCE STATE: NORTH CAROLINA DATE: 07/21/2022 SCALE: 1" = 50'



Civil Engineers and Land Surveyors 8518 Triad Drive, Colfax, NC 27235 www.feiconsulting.com (336) 852-9797 License No. C-0950

DRAWN BY: JDB PROJ. NO.: 03030.001 DRAWING FILE: E:\DRAWINGS & PROJECTS\PROJ03030.001 ST. BARTS PLACE CHECKED BY: TWVV



# AGENDA ITEM #4C

SUB 22-05

Final Subdivision Plat -  
Tupelo Junction, Phase 1

**REAPPROVAL**

### Presenter

Ashley Ownbey, Interim Development Director

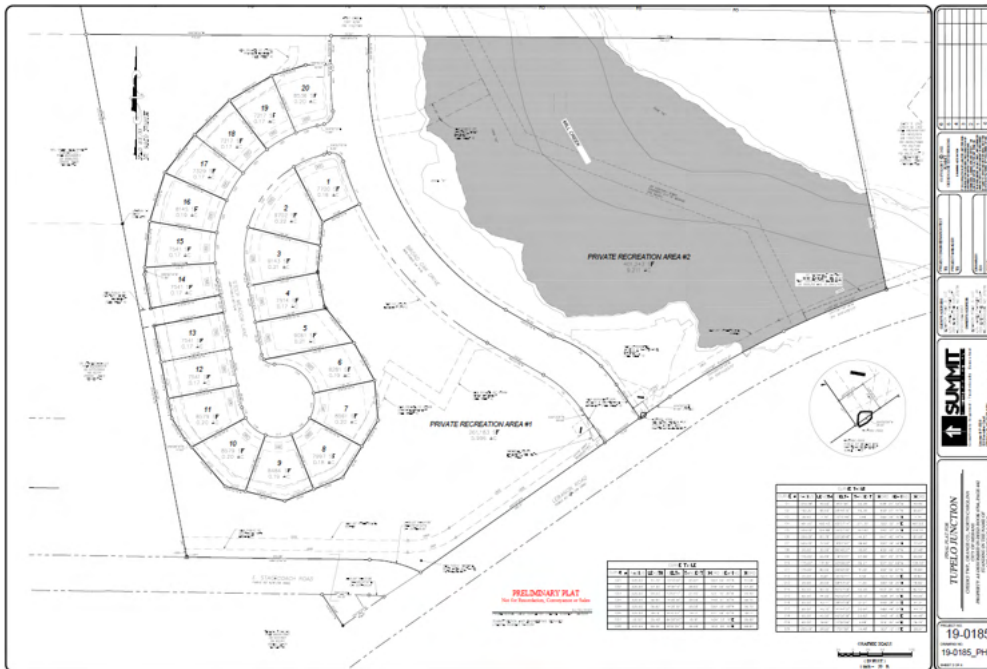
### Applicant

Lebanon Road 3, LLC  
c/o James Parker, Jr.  
320 Executive Court  
Hillsborough, NC 27278

### Public Hearing

Yes  No

### Final Plat



### Property

Tupelo Junction,  
Mebane, Orange  
Co.

GPIN  
9825498941

### Proposed Zoning

N/A

### Current Zoning

R-12(CD)

### Size

+/-21.104 ac

### Surrounding Zoning

R-20, R-12, R-12(CD), R-10, & R-8

### Surrounding Land Uses

Park, Vacant,  
Single-Family &  
Townhome  
Residential

### Utilities

Provided by  
Developer

### Floodplain

Yes

### Watershed

Yes

### City Limits

Yes

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### Summary

Lebanon Road 3, LLC, c/o James Parker, Jr., is requesting approval of the Final Plat for the major subdivision "Tupelo Junction, Phase 1" (approved by the Mebane City Council for rezoning to R-12(CD) 08/03/20). This Final Plat is for a +/-21.104-acre area and will create 20 single family lots totaling +/- 3.724; +/-15.207 ac of open space and recreation area internal to development (including the primary amenity area and a stormwater control measure); and +/-1,461 linear feet and +/-2.173 ac of public right of way. This plat will also dedicate an access and maintenance easement for the upkeep of "Stagecoach Rock", near Lebanon Road, by the Homeowners Association.

The Technical Review Committee (TRC) has reviewed the Final Plat and the applicant has revised the plan to reflect its comments. All infrastructure must be completed and approved to meet the City of Mebane Specifications. All infrastructure not completed shall be bonded or a letter of credit provided prior to recordation.

This major subdivision plat was originally approved by the City Council at its May 2, 2022, meeting.

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### Financial Impact

The developer has extended utilities at his own expense.

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### Recommendation

Staff recommends approval of the Final Plat.

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### Suggested Motion

Motion to approve the final plat as presented.

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### Attachments

1. Final Plat

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

THIS CERTIFIES THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE PROPERTY SHOWN ON THIS MAP, HAVING ACQUIRED TITLE TO IT BY DEED(S) RECORDED IN THE ALAMANCE/ORANGE COUNTY, NORTH CAROLINA REGISTER OF DEEDS OTHERWISE AS SHOWN BELOW AND THAT BY SUBMISSION OF THIS PLAT OR MAP FOR APPROVAL, I/WE DO DEDICATE TO THE CITY OF MEBANE FOR PUBLIC USE ALL STREETS, EASEMENTS, RIGHTS-OF-WAY AND PARKS SHOWN THEREON FOR ALL LAWFUL PURPOSES TO WHICH THE CITY MAY DEVOTE OR ALLOW THE SAME TO BE USED AND UPON ACCEPTANCE THEREOF AND IN ACCORDANCE WITH ALL CITY POLICIES, ORDINANCES AND REGULATIONS OR CONDITIONS OF THE CITY OF MEBANE FOR THE BENEFIT OF THE PUBLIC, THIS DEDICATION SHALL BE IRREVOCABLE. ALSO, ALL PRIVATE STREETS SHOWN ON THIS MAP, IF ANY, ARE TO BE AVAILABLE FOR PUBLIC USE.

PROVIDED, HOWEVER, THE "COMMON ELEMENTS" SHOWN HEREON EXPRESSLY ARE NOT DEDICATED HEREBY FOR USE BY THE GENERAL PUBLIC, BUT ARE TO BE CONVEYED BY \_\_\_\_\_ TO \_\_\_\_\_ HOMEOWNERS ASSOCIATION, INC. FOR THE USE AND ENJOYMENT OF THE MEMBERS THEREOF PURSUANT TO THE TERMS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR \_\_\_\_\_ RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ COUNTY REGISTRY, THE TERMS AND PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

BY THE RECORDATION OF THIS PLAT, HEREBY GIVES, GRANTS AND CONVEYS TO A UTILITY AND THE CITY OF MEBANE, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, RIGHTS-OF-WAY AND EASEMENTS TO MAINTAIN AND SERVICE THEIR RESPECTIVE WIRES, LINES, CONDUITS, AND PIPES IN THEIR PRESENT LOCATIONS WITHIN THE "COMMON ELEMENTS" AS SHOWN HEREON TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND UPON SAID "COMMON ELEMENTS" FOR THE PURPOSE OF MAINTAINING AND SERVICING WIRES, LINES, CONDUITS, AND PIPES.

OWNER \_\_\_\_\_ DATE \_\_\_\_\_  
 OWNER \_\_\_\_\_ DATE \_\_\_\_\_  
 (NOTARIZED) \_\_\_\_\_ DATE \_\_\_\_\_

BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_  
 /S/ \_\_\_\_\_

\_\_\_\_\_ COUNTY, NORTH CAROLINA  
 I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH ACKNOWLEDGING TO ME THAT HE OR SHE SIGNED THE FOREGOING DOCUMENT:

NAME(S) OF PRINCIPAL(S) \_\_\_\_\_  
 DATE: \_\_\_\_\_

OFFICIAL SIGNATURE OF NOTARY \_\_\_\_\_

NOTARY'S PRINTED NAME \_\_\_\_\_, NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**NOTE "a"**  
 SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED DURING THIS SURVEY. ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN HEREON. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONTAINERS WHICH MAY AFFECT THE USE OF THIS TRACT.

**NOTE "b"**  
 THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN ARE BASED ON VISIBLE EVIDENCE AND DRAWINGS PROVIDED TO THE SURVEYOR. LOCATION OF UNDERGROUND UTILITIES AND STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON, AND ADDITIONAL BURIED UTILITIES MAY EXIST. CONTACT THE APPROPRIATE UTILITY COMPANIES FOR INFORMATION REGARDING BURIED UTILITIES.

**NOTE "c"**  
 ALL DISTANCES ARE HORIZONTAL GROUND AND AREA BY COORDINATE COMPUTATION.

**NOTE "d"**  
 THIS SURVEY WAS DONE WITHOUT A TITLE SEARCH AND IS BASED ON REFERENCED INFORMATION. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH COULD AFFECT THIS PROPERTY.

**NOTE "e"**  
 EXCEPT AS SPECIFICALLY STATED OR SHOWN, THIS SURVEY DOES NOT REPORT ANY OF THE FOLLOWING: EASEMENTS, OTHER THAN THOSE VISIBLE DURING FIELD EXAMINATION, BUILDING SETBACKS, RESTRICTIVE COVENANTS, ZONING OR LAND USE REGULATIONS AND ANY FACTS WHICH A TITLE SEARCH MAY DISCLOSE.

**NOTE "f"**  
 WETLANDS, JURISDICTIONAL WATERS OR OTHER CONDITIONS WHICH MAY BE REGULATED BY FEDERAL OR STATE OR LOCAL AGENCIES WERE NOT INVESTIGATED DURING THIS SURVEY. RIPARIAN BUFFERS AND OTHER RESTRICTIONS ON DEVELOPMENT MAY BE REQUIRED.

**NOTE "g"**  
 SEE PLAT "FINAL PLAT EXEMPT SUBDIVISION SURVEY FOR LEE'S BEES, INC." BY BRANTLEY W. WELLS, PLS., DATED 1/28/21, AND RECORDED IN FB 123/1.

**NOTE "h"**  
 A PORTION OF THIS PROPERTY IS LOCATED IN A HAZARDOUS FLOOD ZONE AS SHOWN ON FEMA FLOOD PANEL MAP NUMBER 3710982500L & 3710982600L EFFECTIVE DATE: 11/17/17

**NOTE "i"**  
 NO NCCS MONUMENTS WERE FOUND WITHIN 2000' OF THIS SITE.

**NOTE "j"**  
 THIS PROPERTY IS WITHIN THE CAPE FEAR RIVER BASIN, GRAHAM-MEBANE RESERVOIR WATER SUPPLY (H) WATERSHED.

**CERTIFICATE OF FINAL MAJOR SUBDIVISION PLAT APPROVAL AND ACCEPTANCE OF DEDICATION**

I, \_\_\_\_\_, THE CITY CLERK OF MEBANE, NORTH CAROLINA, DO CERTIFY THAT THE CITY OF MEBANE APPROVED THIS PLAT OR MAP AND ACCEPTED THE DEDICATION OF THE STREETS, EASEMENTS, RIGHT-OF-WAY AND PUBLIC PARKS SHOWN THEREON, BUT ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME, UNTIL IN THE OPINION OF THE CITY COUNCIL OF THE CITY OF MEBANE IT IS IN THE PUBLIC INTEREST TO DO SO.

DATE \_\_\_\_\_ CITY CLERK \_\_\_\_\_

**STATE OF NORTH CAROLINA ORANGE COUNTY**

I, \_\_\_\_\_, REVIEW OFFICER OF ORANGE COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

REVIEW OFFICER \_\_\_\_\_ DATE OF CERTIFICATION \_\_\_\_\_  
 ORANGE COUNTY LAND RECORDS/GIS

**PUBLIC WATER SUPPLY WATERSHED STATEMENT**

ALL OR PORTIONS OF THE PROPERTY CONTAINED IN THIS SUBDIVISION ARE LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED. ADDITIONAL DEVELOPMENT RESTRICTIONS REGARDING SUCH MATTERS AS RESIDENTIAL DENSITY, MAXIMUM IMPERVIOUS SURFACE AREA, AND STORMWATER CONTROL MEASURES MAY APPLY TO THIS PROPERTY. ANY ENGINEERED STORMWATER CONTROLS SHOWN ON THIS PLAT ARE TO BE OPERATED AND MAINTAINED BY THE PROPERTY OWNERS AND/OR A PROPERTY OWNERS' ASSOCIATION PURSUANT TO THE OPERATION AND MAINTENANCE AGREEMENT FILED WITH THE ALAMANCE/ORANGE COUNTY OFFICE OF THE REGISTER OF DEEDS IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.

**CERTIFICATE OF APPROVAL FOR RECORDING IN PUBLIC WATER SUPPLY WATERSHED**

I CERTIFY THE PLAT SHOWN HEREON COMPLIES WITH ARTICLE 5, SECTION 5-2 WATERSHED OVERLAY DISTRICTS OF THE MEBANE UNITED DEVELOPMENT ORDINANCE AND IS APPROVED FOR RECORDING IN REGISTER OF DEEDS OFFICE. NOTICE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC DRINKING WATER SUPPLY WATERSHED. DEVELOPMENT RESTRICTIONS MAY APPLY.

DATE \_\_\_\_\_ ZONING ADMINISTRATOR \_\_\_\_\_  
 (AUTHORIZED OFFICIAL)

**SITE SUMMARY**

TOTAL AREA = 21,104 ACRES  
 20 LOTS TOTAL = 3,724 ACRES  
 R/W DEDICATION = 2,173 ACRES  
 TOTAL IMPERVIOUS SURFACE AREA (30% MAX) = 145,542 SF  
 TOTAL LINEAR FEET OF ROADS = 1,461 FT

PARCEL REMAINDER TABLE		
DESCRIPTION	UNITS	TOTAL ACRES
PARCEL AREA		94.003
LOTS	20	-3.724
OPEN SPACES	2	-15.207
ROADS	2	-2.173
PARCEL REMAINDER		72.899
TOTAL DEDICATED TO PUBLIC RW		(2.173)

REF: 8825498941  
 DB 6704/442  
 FB 123/1

SURVEYOR \_\_\_\_\_

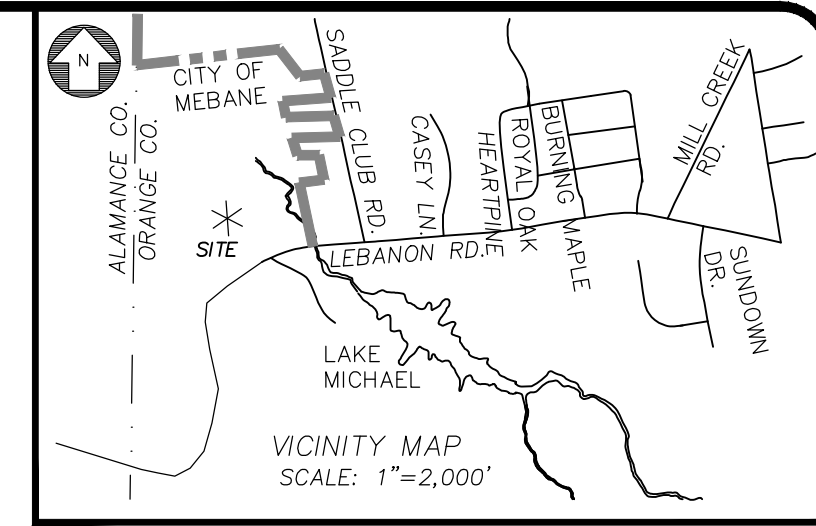
REGISTRATION NUMBER \_\_\_\_\_

**CERTIFICATE OF PURPOSE OF PLAT**

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

SURVEYOR \_\_\_\_\_

DATE \_\_\_\_\_



NO.	REVISIONS	DATE	BY
6			
5			
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2			
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0			

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PROJECT ENGINEER/ARCHITECT  
 TS  
 PROJECT MANAGER  
 TS  
 DRAWN BY  
 RH  
 SCALE  
 1"=50'

CLIENT'S ADDRESS  
 LEBANON ROAD 3, LLC  
 C/O JAMES PARKER JR.  
 HILLSBOROUGH, NC 27278  
 (919) 732-3863  
 OWNERS ADDRESS  
 LEBANON ROAD 3, LLC  
 320 EXECUTIVE COURT  
 HILLSBOROUGH, NC 27278  
 (919) 732-3863

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FINAL PLAT FOR  
**TUPELO JUNCTION**  
 CHEEKS TWP., ORANGE CO., NORTH CAROLINA  
 CITY OF MEBANE  
 PROPERTY AS DESCRIBED IN DEED BOOK 6704, PAGE 442  
 STANDING IN THE NAME OF  
 LEBANON ROAD 3, LLC

PROJECT NO.  
**19-0185**  
 DRAWING NO.  
**19-0185\_PH1**  
 SHEET 1 OF 4

I, BRANTLEY W. WELLS, PLS. L-4544, CERTIFY THAT NC GRID THE DATA SHOWN ON THIS PLAT WAS OBTAINED FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

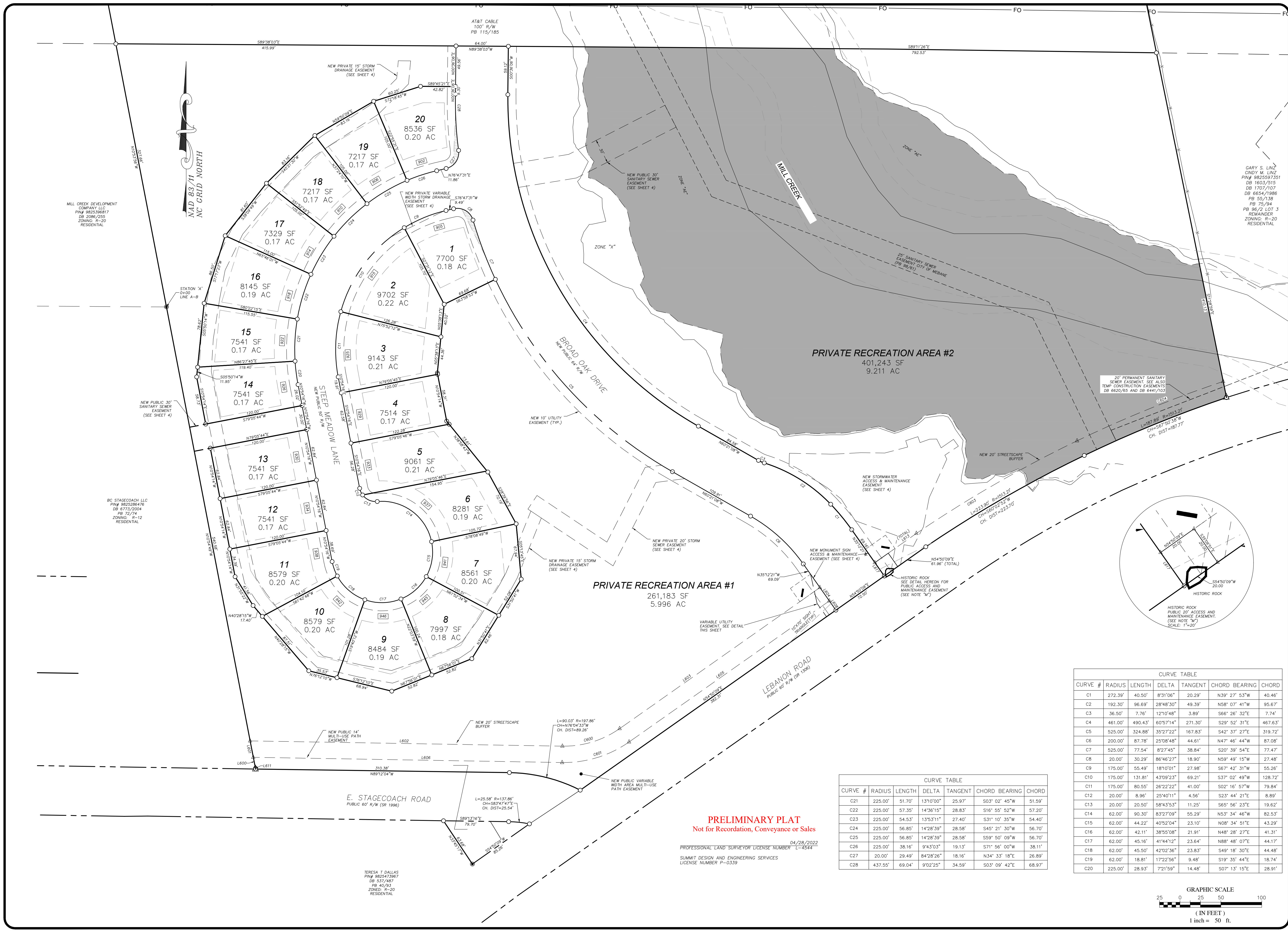
- (1) CLASS OF SURVEY: "A"
- (2) POSITIONAL ACCURACY: 0.07
- (3) TYPE OF GPS FIELD PROCEDURE: VRS
- (4) DATES OF SURVEY: 1/24/2020
- (5) DATUM/EPOCH: 83/11
- (6) PUBLISHED/FIXED CONTROL USED: HELD VRS
- (7) GEOID MODEL: 2012B
- (8) COMBINED GRID FACTOR: 0.999966143
- (9) UNITS: US SURVEY FEET

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (F)(1)(A). THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, BRANTLEY W. WELLS, PLS. L-4544, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK/PAGE; (AS NOTED HEREON) OR OTHER REFERENCE SOURCE; (AS NOTED HEREON)); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION IN BOOK/PAGE; (AS NOTED HEREON); THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, LICENSE, REGISTRATION NUMBER AND SEAL THIS 28TH DAY OF APRIL, 2022.

**PRELIMINARY PLAT**  
 Not for Recordation, Conveyance or Sales

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4544  
 SUMMIT DESIGN AND ENGINEERING SERVICES  
 LICENSE NUMBER P-0339

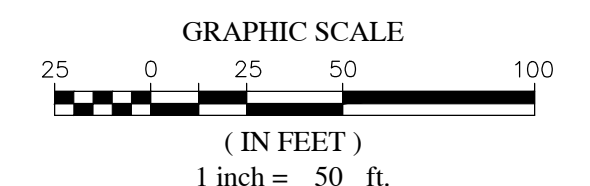


**PRELIMINARY PLAT**  
 Not for Recordation, Conveyance or Sales

04/28/2022  
 PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4544  
 SUMMIT DESIGN AND ENGINEERING SERVICES  
 LICENSE NUMBER P-0339

CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C21	225.00'	51.70'	13°10'00"	25.97'	S03° 02' 45"W	51.59'
C22	225.00'	57.35'	14°36'15"	28.83'	S16° 55' 52"W	57.20'
C23	225.00'	54.53'	13°53'11"	27.40'	S31° 10' 35"W	54.40'
C24	225.00'	56.85'	14°28'39"	28.58'	S45° 21' 30"W	56.70'
C25	225.00'	56.85'	14°28'39"	28.58'	S59° 50' 09"W	56.70'
C26	225.00'	38.16'	9°43'03"	19.13'	S71° 56' 00"W	38.11'
C27	20.00'	29.49'	84°28'26"	18.16'	N34° 33' 18"E	26.89'
C28	437.55'	69.04'	9°02'25"	34.59'	S03° 09' 42"E	68.97'

CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C1	272.39'	40.50'	8°31'06"	20.29'	N39° 27' 53"W	40.48'
C2	192.30'	96.69'	28°48'30"	49.39'	N58° 07' 41"W	95.67'
C3	36.50'	7.76'	12°10'48"	3.89'	S66° 26' 32"E	7.74'
C4	461.00'	490.43'	60°57'14"	271.30'	S29° 52' 31"E	467.63'
C5	525.00'	324.88'	35°27'22"	167.83'	S42° 37' 27"E	319.72'
C6	200.00'	87.78'	25°08'48"	44.61'	N47° 46' 44"W	87.08'
C7	525.00'	77.54'	8°27'45"	38.84'	S20° 39' 54"E	77.47'
C8	20.00'	30.29'	86°46'27"	18.90'	N59° 49' 15"W	27.48'
C9	175.00'	55.49'	18°10'01"	27.98'	S67° 42' 31"W	55.26'
C10	175.00'	131.81'	43°09'23"	69.21'	S37° 02' 49"W	128.72'
C11	175.00'	80.55'	26°22'22"	41.00'	S02° 16' 57"W	79.84'
C12	20.00'	8.96'	25°40'11"	4.56'	S23° 44' 21"E	8.89'
C13	20.00'	20.50'	58°43'53"	11.25'	S65° 56' 23"E	19.62'
C14	62.00'	90.30'	83°27'09"	55.29'	N53° 34' 46"W	82.53'
C15	62.00'	44.22'	40°52'04"	23.10'	N08° 34' 51"E	43.29'
C16	62.00'	42.11'	38°55'08"	21.91'	N48° 28' 27"E	41.31'
C17	62.00'	45.16'	41°44'12"	23.64'	N88° 48' 07"E	44.17'
C18	62.00'	45.50'	42°02'36"	23.83'	S49° 18' 30"E	44.48'
C19	62.00'	18.81'	17°22'56"	9.48'	S19° 35' 44"E	18.74'
C20	225.00'	28.93'	7°21'59"	14.48'	S07° 13' 15"E	28.91'



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---

**FINAL PLAT FOR TUPELO JUNCTION**

CHEEKS TWP., ORANGE CO., NORTH CAROLINA  
 CITY OF MEBANE  
 PROPERTY AS DESCRIBED IN DEED BOOK 6704, PAGE 442  
 STANDING IN THE NAME OF  
 LEBANON ROAD 3, LLC

---

PROJECT NO. **19-0185**  
 DRAWING NO. **19-0185\_PH1**  
 SHEET 2 OF 4

---

CLIENT'S ADDRESS:  
 LEBANON ROAD 3, LLC  
 C/O JAMES PARKER JR.  
 HILLSBOROUGH, NC 27278  
 (919) 732-3863

OWNERS ADDRESS:  
 LEBANON ROAD 3, LLC  
 320 EXECUTIVE COURT  
 HILLSBOROUGH, NC 27278  
 (919) 732-3863

PROJECT ENGINEER/ARCHITECT:  
 TS

DESIGN AND ENGINEERING DRAWING ALTERNATE:  
 TS

PROJECT MANAGER:  
 TS

DRAWN BY:  
 RH

CHECKED BY:  
 RH

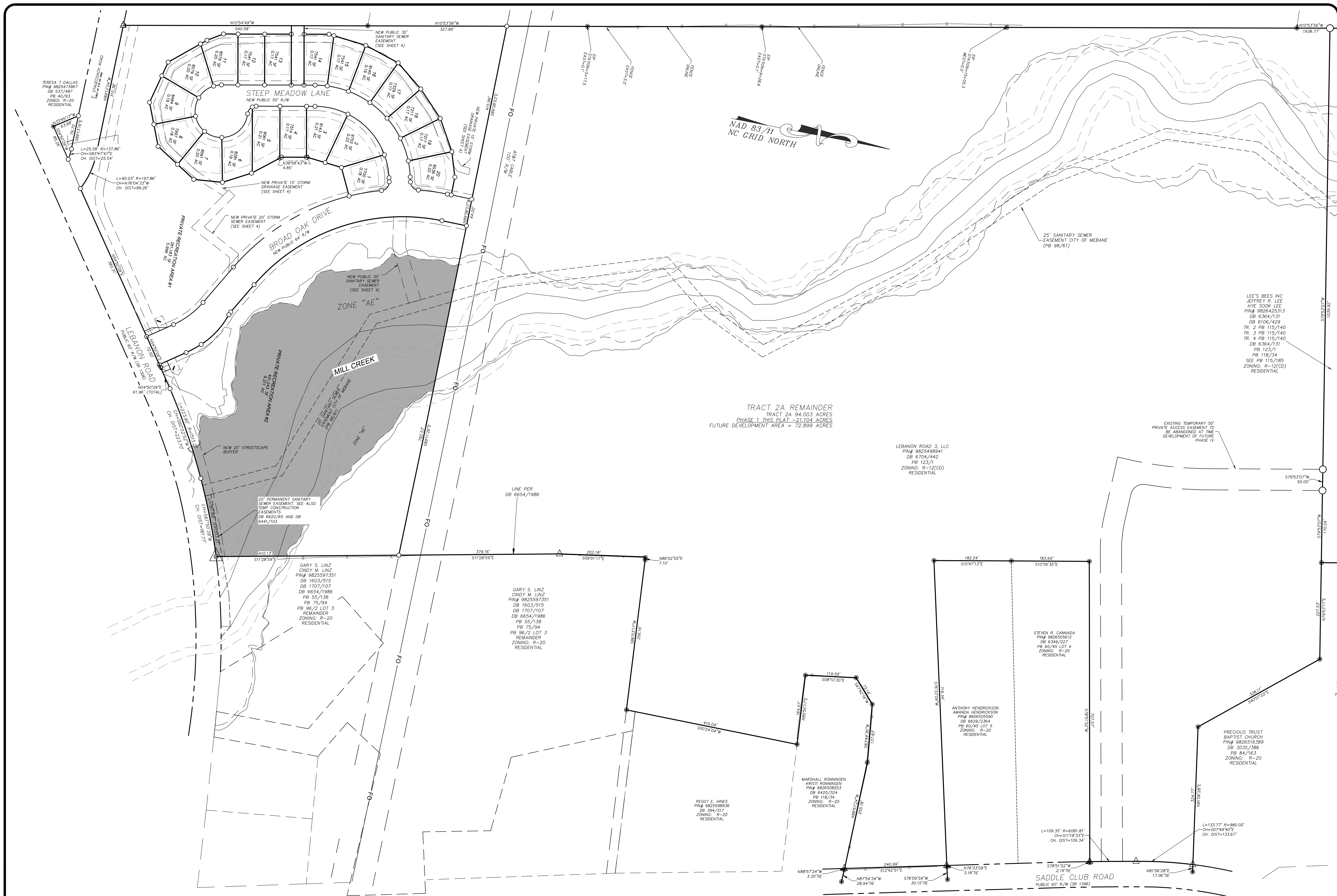
SCALE:  
 1"=50'

REVISIONS:

NO.	DATE	BY
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TRACT 2A REMAINDER  
 TRACT 2A 94.003 ACRES  
 PHASE 1 THIS PLAT = 21.104 ACRES  
 FUTURE DEVELOPMENT AREA = 72.899 ACRES

LEBANON ROAD 3, LLC  
 PIN# 9825498541  
 DB 6704/442  
 PB 123/1  
 ZONING: R-12(CD)  
 RESIDENTIAL

EXISTING TEMPORARY 50'  
 PRIVATE ACCESS EASEMENT TO  
 BE ABANDONED AT TIME  
 DEVELOPMENT OF FUTURE  
 PHASE IV

LEE'S BEES INC  
 JEFFREY R. LEE  
 HYE SOOK LEE  
 PIN# 9826425313  
 DB 6364/431  
 DB 6106/429  
 TR 2 PB 115/140  
 TR 3 PB 115/140  
 TR 4 PB 115/140  
 DB 6364/431  
 PB 123/1  
 PB 118/34  
 SEE PB 115/185  
 ZONING: R-12(CD)  
 RESIDENTIAL

NO.	REVISIONS	DATE	BY
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 TS  
 PROJECT MANAGER  
 TS  
 DRAWN BY  
 RH  
 SCALE  
 1"=100'

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 LEBANON ROAD 3, LLC  
 C/O JAMES PARKER JR.  
 HILLSBOROUGH, NC 27278  
 (919) 732-3863  
 OWNERS ADDRESS  
 LEBANON ROAD 3, LLC  
 320 EXECUTIVE COURT  
 HILLSBOROUGH, NC 27278  
 (919) 732-3863

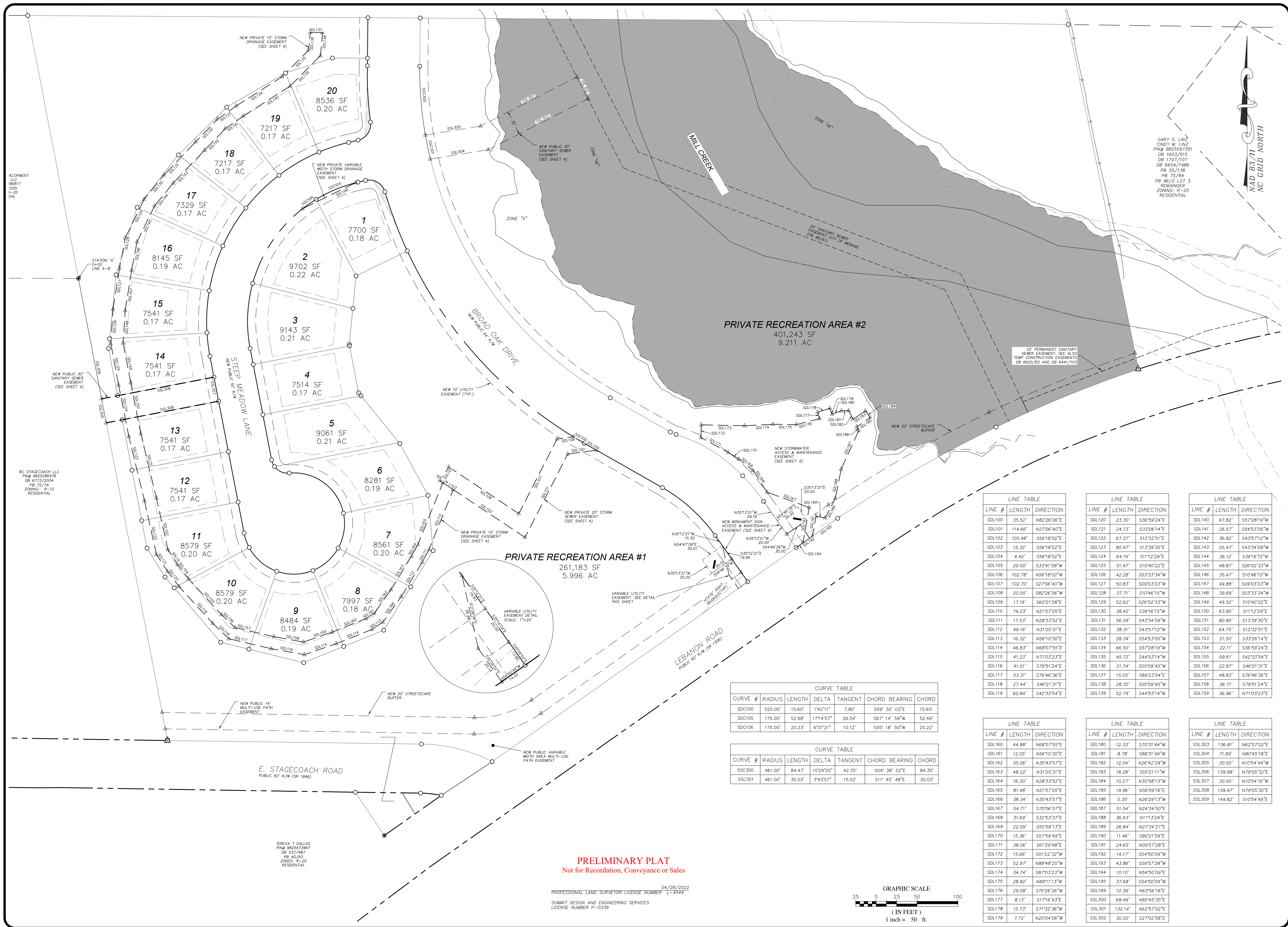
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FINAL PLAT FOR  
**TUPELO JUNCTION**  
 CHEEKS TWP., ORANGE CO., NORTH CAROLINA  
 CITY OF MEBANE  
 PROPERTY AS DESCRIBED IN DEED BOOK 6704, PAGE 442  
 STANDING IN THE NAME OF  
 LEBANON ROAD 3, LLC

PROJECT NO.  
**19-0185**  
 DRAWING NO.  
**19-0185\_PH1**  
 SHEET 3 OF 4

**PRELIMINARY PLAT**  
 Not for Recordation, Conveyance or Sales

04/28/2022  
 PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4544  
 SUMMIT DESIGN AND ENGINEERING SERVICES  
 LICENSE NUMBER P-0339



GARY S. LINZ  
CINDY M. LINZ  
PIN# 9825597351  
DB 1603/515  
DB 1707/107  
DB 6654/1966  
PB 55/138  
PB 75/94  
PB 96/2 LOT 3  
REMAINDER  
ZONING: R-20  
RESIDENTIAL

NAD 83/11  
NC GRID NORTH

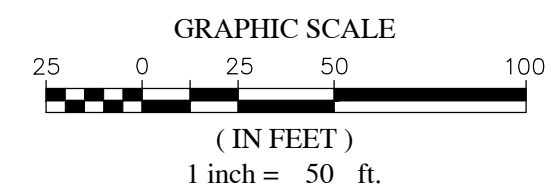
ELOPMENT  
LLC  
48617  
255  
1-20  
RESIDENTIAL

BC STAGECOACH LLC  
PIN# 9825286476  
DB 6723/2014  
PB 72/74  
ZONING: R-12  
RESIDENTIAL

TERESA T. DALLAS  
PIN# 982472067  
DB 537/487  
PB 40/93  
ZONING: R-20  
RESIDENTIAL

**PRELIMINARY PLAT**  
Not for Recordation, Conveyance or Sales

04/28/2022  
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER C-4544  
SUMMIT DESIGN AND ENGINEERING SERVICES  
LICENSE NUMBER P-0339



LINE #	LENGTH	DIRECTION
SDL100	35.52'	N82°26'06"E
SDL101	114.66'	N27°06'40"E
SDL102	105.48'	S56°18'02"E
SDL103	15.32'	S56°18'02"E
SDL104	4.42'	S56°18'02"E
SDL105	20.00'	S33°41'58"W
SDL106	102.78'	N56°18'02"W
SDL107	102.70'	S27°06'40"W
SDL108	20.05'	S82°26'06"W
SDL109	17.16'	S60°21'08"W
SDL110	79.23'	N21°57'05"E
SDL111	17.53'	N28°33'52"E
SDL112	49.16'	N31°20'31"E
SDL113	16.32'	N56°10'30"E
SDL114	46.83'	N68°07'55"E
SDL115	41.23'	N71°03'23"E
SDL116	41.01'	S79°51'24"E
SDL117	53.31'	S76°46'36"E
SDL118	27.44'	S46°21'31"E
SDL119	60.84'	S42°33'54"E

LINE #	LENGTH	DIRECTION
SDL120	23.30'	S36°59'24"E
SDL121	24.73'	S33°26'14"E
SDL122	67.37'	S12°32'51"E
SDL123	80.97'	S13°39'30"E
SDL124	64.19'	S11°12'29"E
SDL125	51.47'	S10°40'22"E
SDL126	42.28'	S03°33'34"W
SDL127	50.83'	S09°03'03"W
SDL128	37.71'	S10°46'18"W
SDL129	52.62'	S26°02'33"W
SDL130	38.42'	S39°16'15"W
SDL131	56.09'	S43°34'09"W
SDL132	49.16'	S43°57'12"W
SDL133	28.34'	S54°33'05"W
SDL134	66.50'	S57°28'19"W
SDL135	45.72'	S44°33'14"W
SDL136	21.74'	S05°09'45"W
SDL137	15.05'	S89°23'54"E
SDL138	28.35'	S05°09'45"W
SDL139	52.79'	S44°33'14"W

LINE #	LENGTH	DIRECTION
SDL140	67.82'	S57°28'19"W
SDL141	26.57'	S54°53'05"W
SDL142	36.82'	S43°57'12"W
SDL143	55.47'	S43°34'09"W
SDL144	36.12'	S39°16'15"W
SDL145	48.87'	S26°02'33"W
SDL146	35.47'	S10°46'15"W
SDL147	49.88'	S09°03'03"W
SDL148	39.69'	S03°33'34"W
SDL149	49.52'	S10°40'22"E
SDL150	63.80'	S11°12'29"E
SDL151	80.80'	S13°39'30"E
SDL152	64.75'	S12°32'51"E
SDL153	21.50'	S33°26'14"E
SDL154	22.11'	S36°59'24"E
SDL155	59.61'	S42°33'54"E
SDL156	22.87'	S46°21'31"E
SDL157	48.83'	S76°46'36"E
SDL158	36.71'	S79°51'24"E
SDL159	36.96'	N71°03'23"E

LINE #	LENGTH	DIRECTION
SDL160	44.88'	N68°07'55"E
SDL161	12.05'	N56°10'30"E
SDL162	35.06'	N35°43'57"E
SDL163	48.22'	N31°20'31"E
SDL164	16.30'	N28°33'52"E
SDL165	81.48'	N21°57'05"E
SDL166	38.34'	N35°43'57"E
SDL167	54.71'	S70°06'52"E
SDL168	31.69'	S32°53'39"E
SDL169	22.09'	S50°59'13"E
SDL170	15.36'	S57°59'49"E
SDL171	38.06'	S61°29'48"E
SDL172	15.66'	S01°22'32"W
SDL173	52.97'	N88°48'25"W
SDL174	34.74'	S87°03'23"W
SDL175	28.82'	N89°11'13"W
SDL176	29.08'	S75°26'26"W
SDL177	8.13'	S17°16'43"E
SDL178	15.73'	S71°32'36"W
SDL179	7.72'	N20°04'06"W

LINE #	LENGTH	DIRECTION
SSL303	136.81'	N62°57'02"E
SSL304	71.89'	N80°45'18"E
SSL305	30.00'	N10°54'49"W
SSL306	139.98'	N79°05'32"E
SSL307	30.00'	N10°54'16"W
SSL308	139.97'	N79°05'32"E
SSL309	148.82'	S10°54'49"E
SSL300	68.49'	N80°45'35"E
SSL301	132.14'	N62°57'02"E
SSL302	30.00'	S27°02'58"E

CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
SDC100	525.00'	15.60'	1°42'11"	7.80'	S59°30'03"E	15.60'
SDC105	175.00'	52.68'	17°14'57"	26.54'	S67°14'59"W	52.49'
SDC106	175.00'	20.23'	6°37'21"	10.12'	S55°18'50"W	20.22'

CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
SSC300	461.00'	84.47'	10°29'55"	42.35'	S04°38'52"E	84.35'
SSC301	461.00'	30.03'	3°43'57"	15.02'	S11°45'48"E	30.03'

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PROJECT NO. **19-0185**  
DRAWING NO. **19-0185\_PH1**  
SHEET 4 OF 4

NO.	REVISIONS	DATE	BY
6			
5			
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---

## AGENDA ITEM #4D

### Petition for Voluntary Non-Contiguous Annexation – Summit Church

---

**Meeting Date**

August 1, 2022

---

**Presenter**

Lawson Brown, City Attorney

---

**Public Hearing**

Yes  No

---

**Summary**

Staff received a petition from Summit Church requesting voluntary non-contiguous annexation. There are plans to construct a church on this property.

---

**Background**

The applicant is requesting the described property to be annexed into Mebane's Corporate Limits. This is a non-contiguous annexation containing approximately +/- 20.036 acres located on the corner of Mebane Oaks Road and Old Hillsborough Road in Alamance County.

---

**Financial Impact**

The property will be added to the ad valorem tax base for the City once the property is annexed but may not be subject to taxation, depending upon its tax exempt status.

---

**Recommendation**

Staff recommends Council's acceptance of the petition, the Clerk's Certificate of Sufficiency and adoption of a Resolution setting a date of public hearing for September 12, 2022.

---

**Suggested Motion**

I make a motion to accept the petition, the Clerk's Certificate of Sufficiency and to adopt the resolution setting a date of public hearing for September 12, 2022.

---

**Attachments**

1. Petition
2. Clerk's Certificate of Sufficiency
3. Map
4. Resolution



## PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

### Annexation Process – Approximately a 2 Month Process

1<sup>st</sup> Month- Submit a Petition for Annexation to the City Council, the Clerk reports to City Council the Sufficiency of the Annexation and the City Council adopts a Resolution to set a Public Hearing

2<sup>nd</sup> Month- A Public Hearing is held and normally that same night, the City Council will adopt an Ordinance to set the effective date as the same or the Council will deny the request

Date: 6/28/22

To the City Council of the City of Mebane:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Mebane.
2. The area to be annexed is non-contiguous to the City of Mebane and the boundaries of such territory are as follows:

*\*Please include a Description of Boundaries (Metes and Bounds) on a separate paper.*

- \*\*3.** We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

Name	Address	Do you declare vested rights (Yes or No)	Signature
1. Todd Ervin	2335 Presidential Drive, Suite 114, Durham, NC 27703	No	
2.			
3.			

\*Municipality may wish to require metes and bounds description or map. (Provide 2 paper copies, an electronic copy and 3 mylars)

\*\*This is one possible format for zoning vested rights declaration. This language may require modification to reflect the requirements of the municipal zoning vested rights ordinance, if any.

CERTIFICATE OF SUFFICIENCY

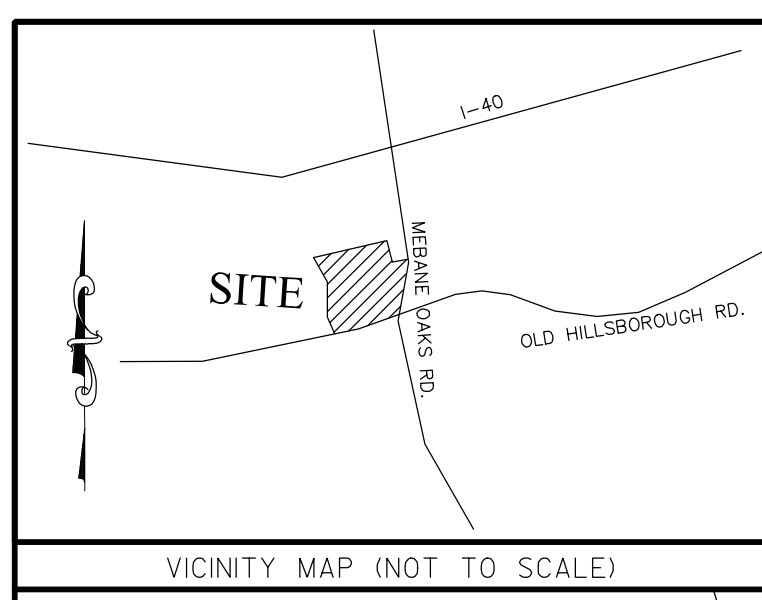
To the City Council of the City of Mebane, North Carolina:

I, Stephanie W. Shaw, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition has been signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.2.

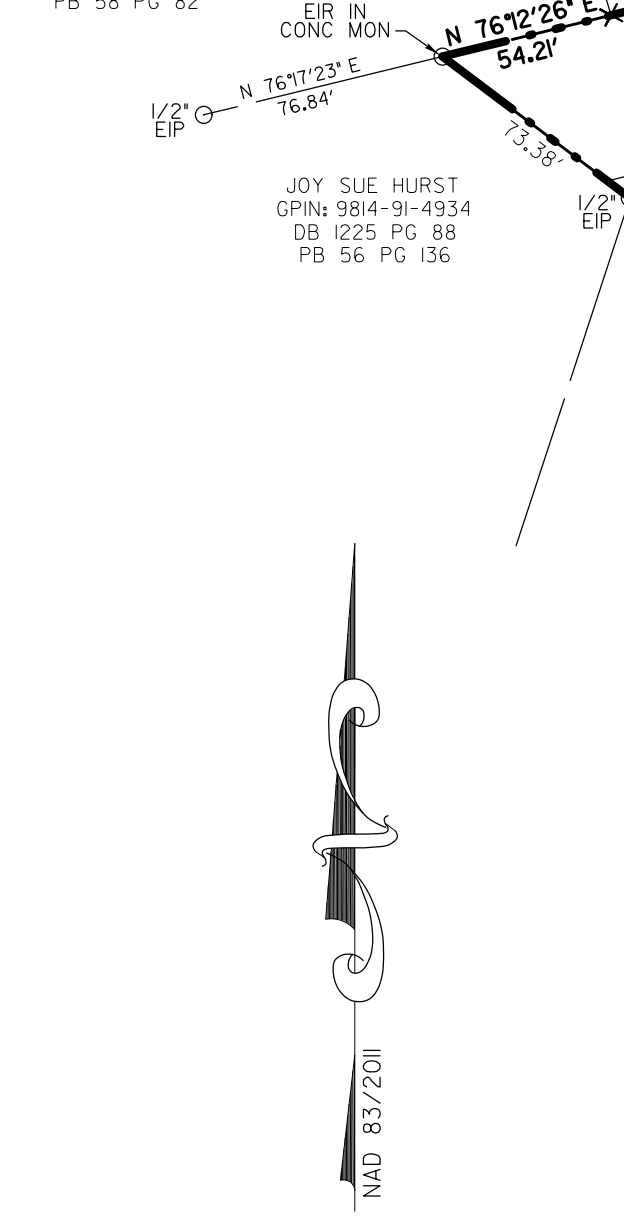
In witness whereof, I have hereunto set my hand and affixed the seal of the City of Mebane, this 1<sup>st</sup> day of August, 2022.



*Stephanie W. Shaw*  
Stephanie W. Shaw, City Clerk



VICINITY MAP (NOT TO SCALE)



GRAPHIC SCALE  
1 inch = 60 ft.

- PERTINENT DOCUMENTS:
1. DB 3987, PG 404 - RIGHT OF WAY
  2. NCDOT PROJECT REFERENCE NO. 47786 (PLAN SHEET FOR INTERSECTION IMPROVEMENTS)

SURVEYOR'S NOTES:

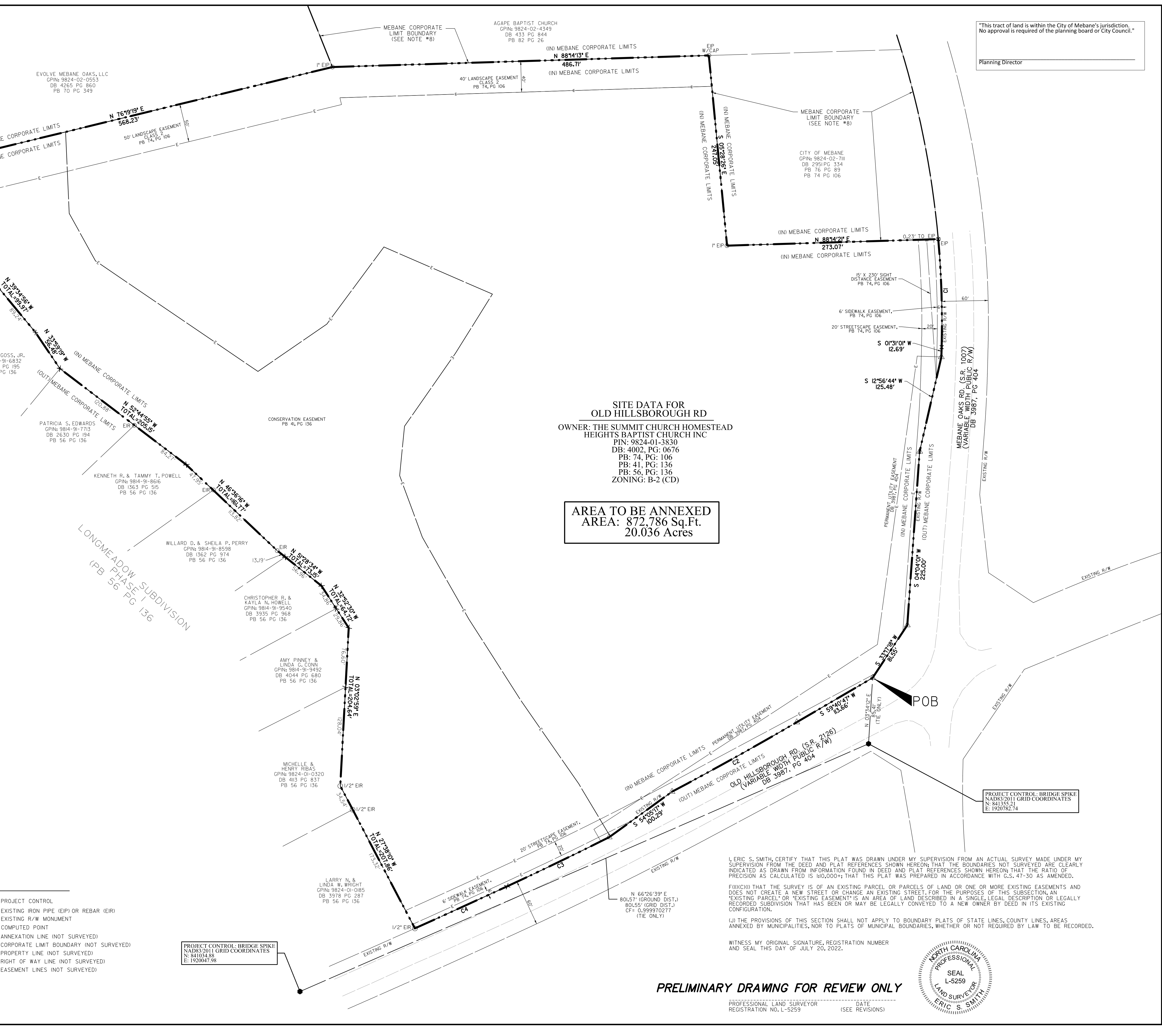
1. THE BASIS OF BEARINGS FOR THIS SURVEY IS NAD 83 (2011) SPCS, USING A TRIMBLE RB GNSS GPS UNIT AND THE REAL TIME NETWORK (RTN).
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN FEET.
3. ALL AREAS SHOWN WERE COMPUTED BY COORDINATE GEOMETRY UNLESS OTHERWISE SHOWN.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO ANY MATTERS THAT A FULL TITLE SEARCH WOULD DISCLOSE.
5. R/W LINES AND BOUNDARY LINES SHOWN AS BROKEN DO NOT DEPICT AN ACTUAL BOUNDARY SURVEY.
6. NO PORTION OF THE SUBJECT PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA PER FEMA MAP NUMBER 270982400L, EFFECTIVE DATE NOVEMBER 11TH, 2016.
7. ZONING FOR THE SUBJECT PROPERTY RESIDES IN THE B-2 (CD) AND WAS BY THE MEBANE PLANNING DEPARTMENT.
8. MEBANE CORPORATE LIMIT BOUNDARY WAS PROVIDED BY THE MEBANE PLANNING DEPARTMENT.
9. THIS SURVEY MAP IS INTENDED TO REPRESENT AN ANNEXATION PLAT FOR GPN#9824-01-3830, AND IS NOT A BOUNDARY SURVEY.
10. NO RECOVERABLE N.C.G.S. MONUMENT WAS FOUND WITHIN 2,000 FEET OF THE SUBJECT PROPERTY.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1200.00'	139.81'	S 0° 47' 36" E	139.73'
C2	4455.00'	184.48'	S 60° 51' 58" W	184.47'
C3	4470.00'	146.42'	S 64° 15' 50" W	146.41'
C4	12652.08'	129.38'	S 65° 29' 45" W	129.38'

LEGEND

- PROJECT CONTROL
- EXISTING IRON PIPE (EIP) OR REBAR (EIR)
- △ EXISTING R/W MONUMENT
- × COMPUTED POINT
- ANNEXATION LINE (NOT SURVEYED)
- CORPORATE LIMIT BOUNDARY (NOT SURVEYED)
- PROPERTY LINE (NOT SURVEYED)
- RIGHT OF WAY LINE (NOT SURVEYED)
- EASEMENT LINES (NOT SURVEYED)



SITE DATA FOR  
OLD HILLSBOROUGH RD  
OWNER: THE SUMMIT CHURCH HOMESTEAD  
HEIGHTS BAPTIST CHURCH INC  
PIN: 9824-01-3830  
DB: 4002, PG: 0676  
PB: 74, PG: 106  
PB: 41, PG: 136  
PB: 56, PG: 136  
ZONING: B-2 (CD)

AREA TO BE ANNEXED  
AREA: 872,786 Sq.Ft.  
20.036 Acres

"This tract of land is within the City of Mebane's jurisdiction. No approval is required of the planning board or City Council."  
Planning Director \_\_\_\_\_

I, ERIC S. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM THE DEED AND PLAT REFERENCES SHOWN HEREON THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED AND PLAT REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1/100,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

FOUNDED THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

(D) THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS DAY OF JULY 20, 2022.

PRELIMINARY DRAWING FOR REVIEW ONLY

PROFESSIONAL LAND SURVEYOR DATE  
REGISTRATION NO. L-5259 (SEE REVISIONS)



**NVS**  
NVS ENGINEERS & CONSULTANTS, INC.  
6750 TRYON ROAD  
CARY, NC 27518  
P: 919.851.1912  
www.nvs.com  
NC License # E-1533  
formerly CALYX Engineers & Consultants

FINAL PLAT  
CITY OF MEBANE CORPORATE LIMITS EXTENSION  
AND  
VOLUNTARY NON-CONTIGUOUS ANNEXATION  
ALAMANCE COUNTY, MELVILLE TWP., NORTH CAROLINA

NO.	DATE	REVISIONS	REMARKS
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

PROJECT NO: 2019099.01  
DRAWN BY: ESS  
CHECKED BY: ESS  
SCALE: SEE PLAN  
DATE: JUNE 7TH, 2022

RESOLUTION FIXING DATE OF PUBLIC HEARING ON  
QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2

Annexation No. 154

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

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

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED, by the Mebane City Council of the City of Mebane, North Carolina that:

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at 6:00 p.m. on September 12 2022.

Section 2. The area proposed for annexation is described as follows:

BEGINNING at a right of way monument and being located in the northern boundary line of Old Hillsborough Road (S.R. 2126; being a variable width public right of way and recorded in the Alamance County Register of Deeds, DB.3987, PG.404), said monument marking the southeastern corner of the property described hereinafter; thence along the northern boundary line of Old Hillsborough Road the following five (5) courses and distances: (1) South 59° 40' 47" West 113.66 feet to an existing right of way monument; (2) a curve to the right having a radius of 4,455.00 feet, an arc length of 184.48 feet, and a chord bearing and distance of South 60°51' 58" West 184.47 feet to an existing right of way monument; (3) South 54°05' 17" West 100.29 feet to an existing right of way monument; (4) a curve to the right having a radius of 4,470.00 feet, an arc length of 146.42 feet, and a chord bearing and distance of South 64°15' 50" West 146.41 feet to a computed point; and (5) a curve to the right having a radius of 12,652.08 feet, an arc length of 129.58 feet, and a chord bearing and distance of South 65°29' 45" West 129.58 feet to an existing 1/2" rebar at the southeast corner of the Longmeadow Subdivision Phase One (PB.56 PG. 136); thence leaving the northern boundary line of Old Hillsborough Road and following the eastern line of the Longmeadow Subdivision Phase One the following nine (9) courses and distances: (1) North 27°38' 10" West 207.86 feet to an existing 1/2" rebar; (2) North 3°02' 59" East feet to a computed point; (3) North 32°52' 30" West 64.72 feet to a computed point; (4) North 51°28' 34" West 73.15 feet to an existing rebar; (5) North 46°36' 16" West 161.77 feet to a computed point; (6) North 52°44' 55" West 205.15 feet to a computed point; (7) North 33°59' 19" West 56.48 feet to a computed point; (8) North 39°34' 56" West 99.97 feet to a computed point; and (9) North 52°56' 22" West 197.18 feet to a rebar in a concrete monument marking the northeastern corner of the Longmeadow Subdivision Phase One and also being in the southern property line of the property owned, now or formerly, by Mebane Housing LLC (GPIN: 9814-92-1385, DB.2108 PG.524, PB.58 PG.82); thence running with the southern property line of Mebane Housing LLC, North 76°12' 26" East 54.21 feet to a computed point at the southwest property corner of the property owned, now or formerly, by Evolve Mebane Oaks, LLC (GPIN: 9824-02-0553, DB.4265 PG.860, PB.70 PG.349); thence running with the southern property line of Evolve Mebane Oaks, LLC, North 76°19' 19" East 568.23 feet to an existing 1" pipe at the southwest property corner of the property owned, now or formerly, by Agape Baptist Church (GPIN: 9824-02-4349, DB.433 PG.844, PB.82 PG.26); thence running with the southern property line of Agape Baptist Church, North 88°14' 13" East 486.71 feet to an existing pipe with cap at the northwest corner of the property owned, now or formerly, by City of Mebane (GPIN: 9824-02-7111, DB.2951 PG.334, PB.76 PG.89, PB.74 PG.106); thence running with the property owned by City of Mebane the following two (2) courses

and distances: (1) South 5°28' 26" East 247.05 feet to an existing 1" pipe; (2) North 88°14' 21" East 273.07 feet to a computed point in the western boundary line of Mebane Oaks Road (S.R. 1007; being a variable width public right of way and recorded in the Alamance County Register of Deeds, DB.3987, PG.404); thence along the western boundary line of Mebane Oaks Road the following five (5) courses and distances: (1) a curve to the right having a radius of 1,210.00 feet, an arc length of 139.81 feet, and a chord bearing and distance of South 1°47' 36" East 139.73 feet to a computed point; (2) South 1° 31' 01" West 12.69 feet to an existing right of way monument; (3) South 12° 56' 44" West 125.48 feet to an existing right of way monument; (4) South 4° 04' 01" West 225.00 feet to an existing right of way monument; and (5) South 33° 17' 18" West 81.55 feet to the Point of BEGINNING, and containing 20.036 acres more or less; as depicted on a map drawn by Eric S. Smith, PLS NC #L-5259 and labeled "Annexation Plat for the Summit Church Homestead Heights Baptist Church Inc." dated June 2022.

Section 3. Notice of the public hearing shall be published once in the Mebane Enterprise, a newspaper having general circulation in the City of Mebane, at least ten (10) days prior to the date of the public hearing.

CITY OF MEBANE

\_\_\_\_\_  
Ed Hooks, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie W. Shaw, City Clerk





## AGENDA ITEM #4E

Petition for Voluntary Non-Contiguous  
Annexation – Sandra Clark- W. Ten Road

### Meeting Date

August 1, 2022

### Presenter

Lawson Brown, City Attorney

### Public Hearing

Yes  No

### Summary

Staff received a petition from Sandra Clark, Trustee for the Katherine Louise Kirkpatrick Estate, requesting voluntary non-contiguous annexation.

### Background

The applicant is requesting the described property to be annexed into Mebane's Corporate Limits. This is a non-contiguous annexation containing approximately +/- 73.978 acres located on W. Ten Road in Orange County.

### Financial Impact

The property will be added to the ad valorem tax base for the City once the property is annexed.

### Recommendation

Staff recommends Council's acceptance of the petition, the Clerk's Certificate of Sufficiency, and adoption of a Resolution setting a date of public hearing for September 12, 2022.

### Suggested Motion

I make a motion to accept the petition, the Clerk's Certificate of Sufficiency, and to adopt the resolution setting a date of public hearing for September 12, 2022.

### Attachments

1. Petition
2. Clerk's Certificate of Sufficiency
3. Map
4. Resolution



## PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

### Annexation Process – Approximately a 2 Month Process

1<sup>st</sup> Month- Submit a Petition for Annexation to the City Council, the Clerk reports to City Council the Sufficiency of the Annexation and the City Council adopts a Resolution to set a Public Hearing

2<sup>nd</sup> Month- A Public Hearing is held and normally that same night, the City Council will adopt an Ordinance to set the effective date as the same or the Council will deny the request

Date: \_\_\_\_\_

To the City Council of the City of Mebane:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Mebane.
2. The area to be annexed is non-contiguous to the City of Mebane and the boundaries of such territory are as follows:

*\*Please include a Description of Boundaries (Metes and Bounds) on a separate paper.*

- \*\*3.** We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

Name	Address	Do you declare vested rights (Yes or No)	Signature
1. Sandra M. Clark, Trustee for Katherine Louise Kirkpatrick Estate	0 West Ten Rd. Efland, NC 27243 (Tax parcel# 9844452283)	No	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>    <small>4/5/2022</small> </div>
2.			
3.			

\*Municipality may wish to require metes and bounds description or map. (Provide 2 paper copies, an electronic copy and 3 mylars)

\*\*This is one possible format for zoning vested rights declaration. This language may require modification to reflect the requirements of the municipal zoning vested rights ordinance, if any.

CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Mebane, North Carolina:

I, Stephanie W. Shaw, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition has been signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.2.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Mebane, this 1<sup>st</sup> day of August, 2022.



*Stephanie W. Shaw*  
Stephanie W. Shaw, City Clerk

**LEGEND**

- ▲ CALCULATED POINT
- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- CMF CONCRETE MON FOUND
- RWM R/W MON FOUND
- ⊗ UTILITY POLE
- X— WIRE FENCE
- OHW— OVERHEAD WIRES

**REFERENCES**

- PB 11, PG. 53
- PB 19, PG. 02
- PB 56, PG. 118
- PB 74, PG. 18
- PB 77, PG. 17
- PB 83, PG. 147
- PB 88, PG. 195
- PB 96, PG. 86
- PB 110, PG. 28
- PB 116, PG. 22

**PLANNING DIRECTOR CERTIFICATION**

THIS TRACT OF LAND IS WITHIN THE CITY OF MEBANE'S JURISDICTION. NO APPROVAL IS REQUIRED OF THE PLANNING BOARD OR CITY COUNCIL UNDER SECTION 50.2(c) OF THE CODE OF ORDINANCES.

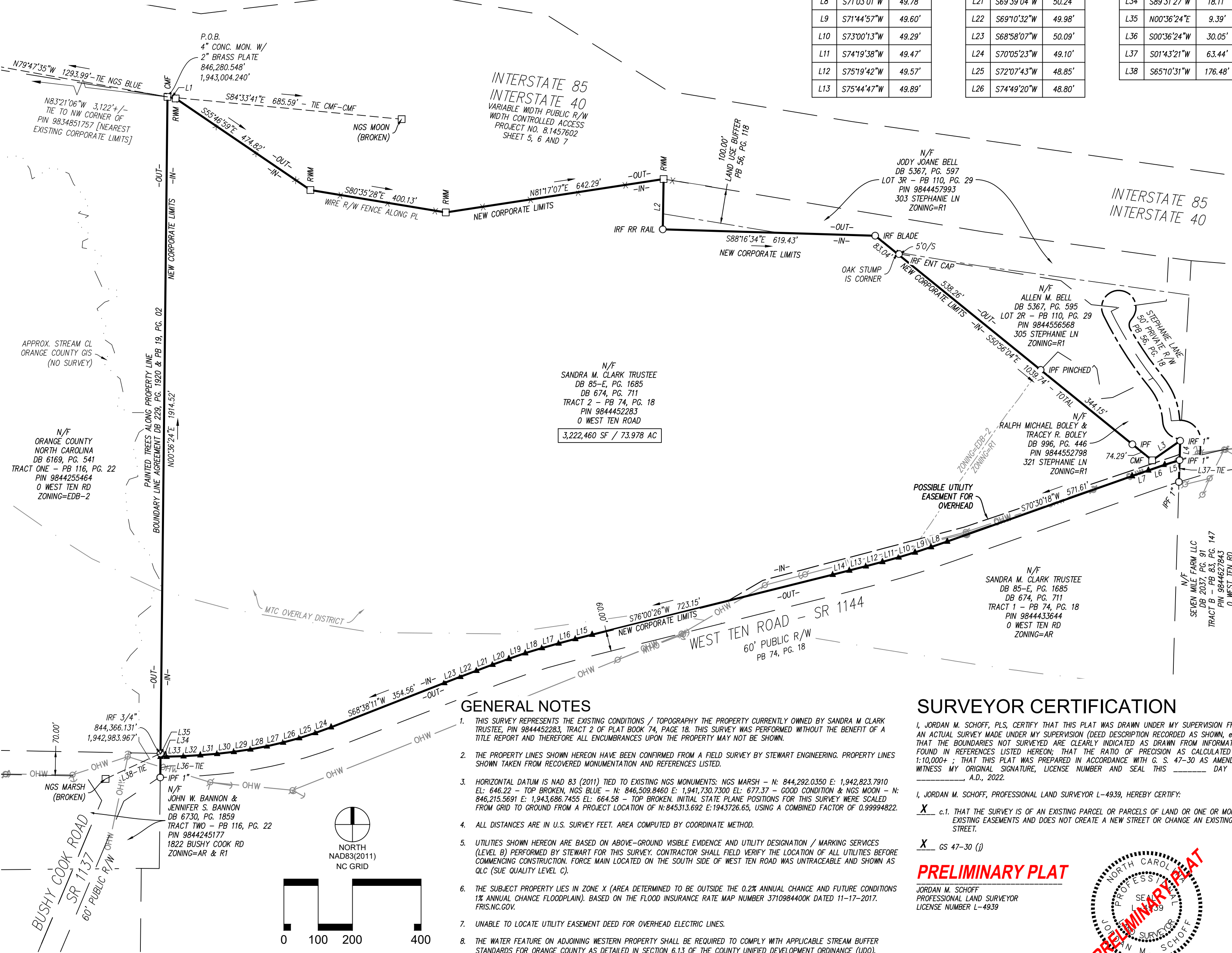
SIGNED: \_\_\_\_\_  
PLANNING DIRECTOR

DATE: \_\_\_\_\_

LINE	BEARING	DISTANCE
L1	S79°20'24"E	24.35'
L2	S00°53'05"W	146.43'
L3	N55°01'58"E	99.63'
L4	S01°39'06"W	56.45'
L5	S72°53'22"W	45.32'
L6	S71°02'56"W	50.47'
L7	S70°40'01"W	50.13'
L8	S71°03'01"W	49.78'
L9	S71°44'57"W	49.60'
L10	S73°00'13"W	49.29'
L11	S74°19'38"W	49.47'
L12	S75°19'42"W	49.57'
L13	S75°44'47"W	49.89'

LINE	BEARING	DISTANCE
L14	S75°37'40"W	50.05'
L15	S75°27'18"W	50.24'
L16	S75°16'11"W	50.22'
L17	S74°25'36"W	50.61'
L18	S73°02'55"W	50.75'
L19	S70°50'47"W	50.75'
L20	S70°07'42"W	50.42'
L21	S69°39'04"W	50.24'
L22	S69°10'32"W	49.98'
L23	S68°58'07"W	50.09'
L24	S70°05'23"W	49.10'
L25	S72°07'43"W	48.85'
L26	S74°49'20"W	48.80'

LINE	BEARING	DISTANCE
L27	S76°49'17"W	48.51'
L28	S79°24'57"W	48.81'
L29	S81°18'54"W	48.92'
L30	S83°31'33"W	49.09'
L31	S85°09'04"W	49.23'
L32	S86°30'37"W	49.18'
L33	S88°34'14"W	49.16'
L34	S89°31'27"W	18.11'
L35	N00°36'24"E	9.39'
L36	S00°36'24"W	30.05'
L37	S01°43'21"W	63.44'
L38	S65°10'31"W	176.48'



N/F SANDRA M. CLARK TRUSTEE  
DB 85-E, PG. 1685  
DB 674, PG. 711  
TRACT 2 - PB 74, PG. 18  
PIN 9844452283  
0 WEST TEN ROAD  
3,222,460 SF / 73.978 AC

**GENERAL NOTES**

- THIS SURVEY REPRESENTS THE EXISTING CONDITIONS / TOPOGRAPHY THE PROPERTY CURRENTLY OWNED BY SANDRA M CLARK TRUSTEE, PIN 9844452283, TRACT 2 OF PLAT BOOK 74, PAGE 18. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE ALL ENCUMBRANCES UPON THE PROPERTY MAY NOT BE SHOWN.
- THE PROPERTY LINES SHOWN HEREON HAVE BEEN CONFIRMED FROM A FIELD SURVEY BY STEWART ENGINEERING. PROPERTY LINES SHOWN TAKEN FROM RECOVERED MONUMENTATION AND REFERENCES LISTED.
- HORIZONTAL DATUM IS NAD 83 (2011) TIED TO EXISTING NGS MONUMENTS: NGS MARSH - N: 844,292.0350 E: 1,942,823.7910 EL: 646.22 - TOP BROKEN, NGS BLUE - N: 846,509.8460 E: 1,941,730.7300 EL: 677.37 - GOOD CONDITION & NGS MOON - N: 846,215.5691 E: 1,943,686.7455 EL: 664.58 - TOP BROKEN. INITIAL STATE PLANE POSITIONS FOR THIS SURVEY WERE SCALED FROM GRID TO GROUND FROM A PROJECT LOCATION OF N:845313.692 E:1943726.65, USING A COMBINED FACTOR OF 0.99994822.
- ALL DISTANCES ARE IN U.S. SURVEY FEET. AREA COMPUTED BY COORDINATE METHOD.
- UTILITIES SHOWN HEREON ARE BASED ON ABOVE-GROUND VISIBLE EVIDENCE AND UTILITY DESIGNATION / MARKING SERVICES (LEVEL B) PERFORMED BY STEWART FOR THIS SURVEY. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES BEFORE COMMENCING CONSTRUCTION. FORCE MAIN LOCATED ON THE SOUTH SIDE OF WEST TEN ROAD WAS UNTRACEABLE AND SHOWN AS QLC (SUE QUALITY LEVEL C).
- THE SUBJECT PROPERTY LIES IN ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE AND FUTURE CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN). BASED ON THE FLOOD INSURANCE RATE MAP NUMBER 3710984400K DATED 11-17-2017. FRIS.NC.GOV.
- UNABLE TO LOCATE UTILITY EASEMENT DEED FOR OVERHEAD ELECTRIC LINES.
- THE WATER FEATURE ON ADJOINING WESTERN PROPERTY SHALL BE REQUIRED TO COMPLY WITH APPLICABLE STREAM BUFFER STANDARDS FOR ORANGE COUNTY AS DETAILED IN SECTION 6.13 OF THE COUNTY UNIFIED DEVELOPMENT ORDINANCE (UDO), UNLESS ANNEXED BY THE CITY OF MEBANE. IF ANNEXED, CITY OF MEBANE STREAM BUFFER REQUIREMENTS SHALL BE OBSERVED.

**SURVEYOR CERTIFICATION**

I, JORDAN M. SCHOFF, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS SHOWN, etc); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN REFERENCES LISTED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2022.

I, JORDAN M. SCHOFF, PROFESSIONAL LAND SURVEYOR L-4939, HEREBY CERTIFY:  
 c.1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.  
 GS 47-30 (j)

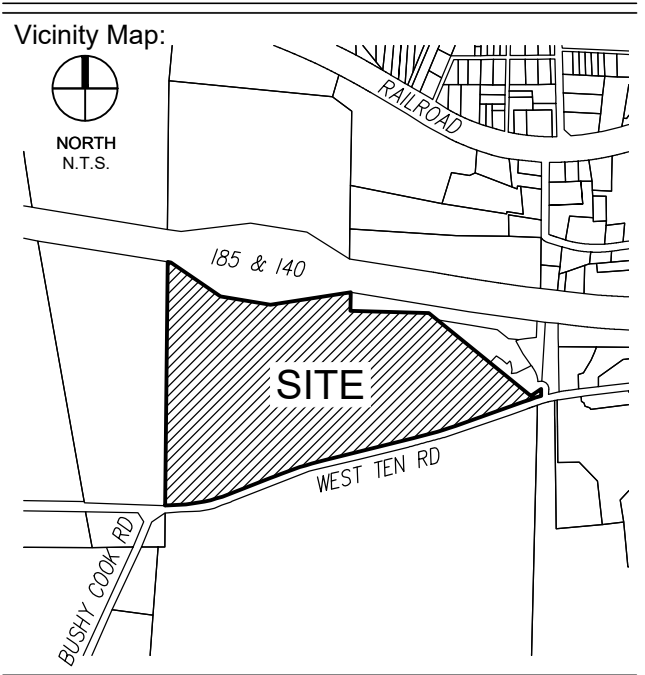
**PRELIMINARY PLAT**

JORDAN M. SCHOFF  
PROFESSIONAL LAND SURVEYOR  
LICENSE NUMBER L-4939



**STEWART**  
5410 OLD POOLE RD  
RALEIGH, NC 27610  
T 919.380.8750

FIRM LICENSE #: C-1051  
www.stewartinc.com  
PROJECT #: G22007



CURRENT OWNER:  
SANDRA M CLARK TRUSTEE  
3605 GLENWOOD AVE, STE 500  
RALEIGH, NC 27512

DEED BOOK 85-E, PAGE 1685  
DEED BOOK 674, PAGE 711  
PLAT BOOK 74, PAGE 18 - TRACT 2

PIN = 9844452283

SITE ADDRESS = 0 WEST TEN ROAD

GROSS SITE AREA = 73.978 ACRES

CURRENT ZONING (AS SHOWN) =  
EDB-2 - ECONOMIC DEVELOPMENT BUCKHORN HIGHER INTENSITY  
R1 - RURAL RESIDENTIAL

CURRENT OVERLAY (AS SHOWN) =  
MAJOR TRANSPORTATION CORRIDOR OVERLAY DISTRICT

WATERSHED ZONING OVERLAY DESIGNATION =  
UPPER ENO PROTECTED

RIVER BASIN = NEUSE

Title:  
**NON-CONTIGUOUS  
VOLUNTARY  
ANNEXATION PLAT  
(SATELLITE) FOR  
CITY OF MEBANE:  
SANDRA M CLARK  
TRUSTEE  
PIN 9844452283**

CHEEKS TOWNSHIP, MEBANE  
ORANGE COUNTY, NORTH CAROLINA  
DATE: 03-14-2022 SCALE: 1" = 200'  
PREPARED FOR: LANDMARK - PROJECT SKYWALKER

Revisions:

No.	Date	Description

Project number: G22007 Sheet:  
Date: 03-14-2022  
Drawn by: JMS  
Checked by: AMW

**1 of 1**

RESOLUTION FIXING DATE OF PUBLIC HEARING ON  
QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2

Annexation No. 155

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

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

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED, by the Mebane City Council of the City of Mebane, North Carolina that:

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at 6:00 p.m. on September 12 2022.

Section 2. The area proposed for annexation is described as follows:

BEGINNING AT A 4" CONCRETE MONUMENT WITH A 2" BRASS PLATE LOCATED ON THE SOUTHERN VARIABLE WIDTH PUBLIC RIGHT OF WAY FOR INTERSTATE 85 / INTERSTATE 40 (NCDOT PROJECT NUMBER 8.1457602) HAVING NORTH CAROLINA GRID COORDINATES (NAD83/2011) OF NORTH 846,280.548' EAST 1,943,004.240' AND BEING THE COMMON CORNER WITH ORANGE COUNTY (DEED BOOK DB 6169, PAGE 541; TRACT ONE – PLAT BOOK 116, PAGE 22); THENCE ALONG THE SOUTHERN RIGHT OF WAY OF I-85/I-40 THE FOLLOWING FOUR (4) CALLS:

- 1) S79°20'24"E 24.35 FEET TO AN EXISTING NCDOT RIGHT OF WAY MONUMENT,
- 2) S55°46'59"E 474.82 FEET TO AN EXISTING NCDOT RIGHT OF WAY MONUMENT,
- 3) S80°35'28"E 400.13 FEET TO AN EXISTING NCDOT RIGHT OF WAY MONUMENT,
- 4) N81°17'07"E 642.29 FEET TO AN EXISTING NCDOT RIGHT OF WAY MONUMENT, THE COMMON CORNER WITH CHARLESANNA MEADOW SUBDIVISION (PLAT BOOK 56, PAGE 118 & PLAT BOOK 110, PG. 28);

THENCE WITH THE CHARLESANNA COMMON LINE THE FOLLOWING FIVE (5) CALLS:

- 1) S00°53'05"W 146.43 FEET TO A RAILROAD RAIL FOUND,
- 2) S88°16'34"E 619.43 FEET TO AN IRON FARM BLADE FOUND,
- 3) S50°56'04"E 1039.74 FEET TO A CONCRETE MONUMENT FOUND,
- 4) N55°01'58"E 99.63 FEET TO A 1" IRON ROD FOUND,
- 5) S01°39'06"W 56.45 FEET TO A 1" IRON PIPE FOUND ON THE NORTHERN 60 FOOT PUBLIC RIGHT OF WAY WEST TEN ROAD (SR 1144);

THENCE ALONG SAID NORTHERN RIGHT OF WAY THE FOLLOWING THIRTY-THREE (33) CALLS

- 1) S72°53'22"W 45.32 FEET TO A COMPUTED POINT,
- 2) S71°02'56"W 50.47 FEET TO A COMPUTED POINT,
- 3) S70°40'01"W 50.13 FEET TO A COMPUTED POINT,
- 4) S70°30'18"W 571.61 FEET TO A COMPUTED POINT,
- 5) S71°03'01"W 49.78 FEET TO A COMPUTED POINT,
- 6) S71°44'57"W 49.60 FEET TO A COMPUTED POINT,
- 7) S73°00'13"W 49.29 FEET TO A COMPUTED POINT,
- 8) S74°19'38"W 49.47 FEET TO A COMPUTED POINT,
- 9) S75°19'42"W 49.57 FEET TO A COMPUTED POINT,
- 10) S75°44'47"W 49.89 FEET TO A COMPUTED POINT,
- 11) S75°37'40"W 50.05 FEET TO A COMPUTED POINT,
- 12) S76°00'26"W 723.15 FEET TO A COMPUTED POINT,
- 13) S75°27'18"W 50.24 FEET TO A COMPUTED POINT,
- 14) S75°16'11"W 50.22 FEET TO A COMPUTED POINT,
- 15) S74°25'36"W 50.61 FEET TO A COMPUTED POINT,
- 16) S73°02'55"W 50.75 FEET TO A COMPUTED POINT,
- 17) S70°50'47"W 50.75 FEET TO A COMPUTED POINT,
- 18) S70°07'42"W 50.42 FEET TO A COMPUTED POINT,
- 19) S69°39'04"W 50.24 FEET TO A COMPUTED POINT,
- 20) S69°10'32"W 49.98 FEET TO A COMPUTED POINT,

21) S68°58'07"W 50.09 FEET TO A COMPUTED POINT,  
22) S68°38'11"W 354.56 FEET TO A COMPUTED POINT,  
23) S70°05'23"W 49.10 FEET TO A COMPUTED POINT,  
24) S72°07'43"W 48.85 FEET TO A COMPUTED POINT,  
25) S74°49'20"W 48.80 FEET TO A COMPUTED POINT,  
26) S76°49'17"W 48.51 FEET TO A COMPUTED POINT,  
27) S79°24'57"W 48.81 FEET TO A COMPUTED POINT,  
28) S81°18'54"W 48.92 FEET TO A COMPUTED POINT,  
29) S83°31'33"W 49.09 FEET TO A COMPUTED POINT,  
30) S85°09'04"W 49.23 FEET TO A COMPUTED POINT,  
31) S86°30'37"W 49.18 FEET TO A COMPUTED POINT,  
32) S88°34'14"W 49.16 FEET TO A COMPUTED POINT,  
33) S89°31'27"W 18.11 FEET TO A COMPUTED POINT THE COMMON CORNER WITH ORANGE COUNTY (DEED BOOK DB 6169, PAGE 541; TRACT ONE – PLAT BOOK 116, PAGE 22); THENCE ALONG THE COMMON LINE WITH ORANGE COUNTY N00°36'24"E 9.39 FEET TO A 3/4" IRON ROD FOUND AND N00°36'24"E 1914.52 FEET TO THE POINT OF BEGINNING CONTAINING 3,222,460 SQUARE FEET OR 73.978 ACRES MORE OR LESS, AS SHOWN ON THE PLAT ENTITLED "NON-CONTIGUOUS VOLUNTARY ANNEXATION PLAT (SATELLITE) FOR CITY OF MEBANE: SANDRA M CLARK TRUSTEE PIN 9844452283; BY STEWART, DATED MARCH 14, 2022 AND RECORDED AS PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ ORANGE COUNTY REGISTRY.

Section 3. Notice of the public hearing shall be published once in the Mebane Enterprise, a newspaper having general circulation in the City of Mebane, at least ten (10) days prior to the date of the public hearing.

CITY OF MEBANE

\_\_\_\_\_  
Ed Hooks, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie W. Shaw, City Clerk



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## AGENDA ITEM #4F

### Odor Control Chemicals Bid Results and Recommendation

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#### Presenter

Kyle Smith, Utilities Director

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#### Public Hearing

Yes  No

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#### Summary

The Utilities Department solicited formal bids for odor control chemicals due on July 25, 2022 at 10:00 AM. Invitations to bid were sent out to known vendors, posted on the City's website and advertised in the local paper on July 13, 2022. Bids were received for pump station odor control chemicals on July 25, 2022. Five bids were received and the low bidder was Southern Environmental Systems from Rock Hill, SC in the amount of \$195,589.80 at a unit price of \$2.58 per gallon at an estimated 75,810 gallons per year. Contract terms are for a 6-month trial with the option to extend the contract up to an additional 42 months. Council approval of the award is required.

---

#### Background

Odor control chemicals are utilized at 10 sewer pump stations throughout the City. The odor control chemicals are introduced at sewer pump stations to assist in the reduction of hydrogen sulfide gas at the pump stations and in the downstream sewer lines. The reduction of the hydrogen sulfide gas helps prolong life of the sewer system and reduce offensive odors downstream of the pump stations.

---

#### Financial Impact

The budget estimate for this year is approximately \$176,000 for 75,810 gallons. This unit price will exceed the budget at the current estimate. However, the current estimated gallons needed is in excess of the past years to take into account for inflation and increase of use due to more customers. We will keep the usage within budget.

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#### Recommendation

Staff recommends making a contract award to the low bidder, Southern Environmental Systems from Rock Hill, SC in the amount of \$2.58 per gallon of odor control chemical.

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#### Attachments

1. Letter of recommendation
2. Tabulation of bids



July 25, 2022

Mebane City Council  
106 E Washington Street  
Mebane, NC 27302

Subject: Odor Control Chemicals Bid Results

Honorable Mayor and City Council:

Bids for sewer pump station odor control chemicals were received on July 25, 2022 at 10:00 AM at Mebane City Hall. There was good interest in the request for bids as five (5) vendors bid on this project. Bids ranged from \$195,589.80 to \$325,907.19. Attached is a Tabulation of Bids showing the bidders with the amounts of their bids.

We have reviewed the bids and find that Southern Environmental Systems of Fort Mill, SC submitted the lowest responsive bid in the amount of \$195,589.80 based on a unit price of \$2.58 per gallon. We are familiar with Southern Environmental Systems as they have been our odor control chemical supplier since 2015.

This bid is based on a six-month trial of the chemical with the option to extend the contract forty-two (42) additional months.

We recommend that council award the bid to Southern Environmental Systems in the amount of \$2.58 per gallon of Cal-X Plus odor control chemical.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle Smith", is written over a light blue rectangular background.

Kyle Smith, P.E.  
Public Utilities Director





## TABULATION OF BIDS

**City of Mebane**

**Odor Control Chemicals**

**Monday, July 25, 2022 at 10:00 A.M.**

**106 East Washington Street  
Mebane, NC 27302**

**Bid No. 2023-01**

**Bids Opened By: Kyle Smith,  
P.E., Utilities Director  
Witnessed By: Greg Barts,  
Utilities Crew Leader**

Bidder	Product Name	Unit Price	Cost Extension
Southern Environmental Systems	Cal-X Plus	\$2.58	\$195,589.80
Brenntag Mid-South, Inc.	Calcium Nitrate 66%	\$3.053	\$231,447.93
Aulick Chemical Solutions	Nitra-Nox	\$3.57	\$270,641.70
Penco, Inc.	Calcium Nitrate	\$4.17	\$316,127.70
Evoqua Water Technologies, LLC	Bioxide	\$4.299	\$325,907.19

***THIS IS CERTIFIED TO BE A TRUE COPY OF BIDS  
RECEIVED***

S. Kyle Smith, P.E. – N.C. License No. 039206



# AGENDA ITEM #5a

RZ 22-08

Conditional Rezoning – Mixed-Use  
Development, NC Mebane Holt, LLC

*(Requested to be continued until October 3, 2022 per  
the applicant)*

### Presenter

Ashley Ownbey  
Interim Development Director

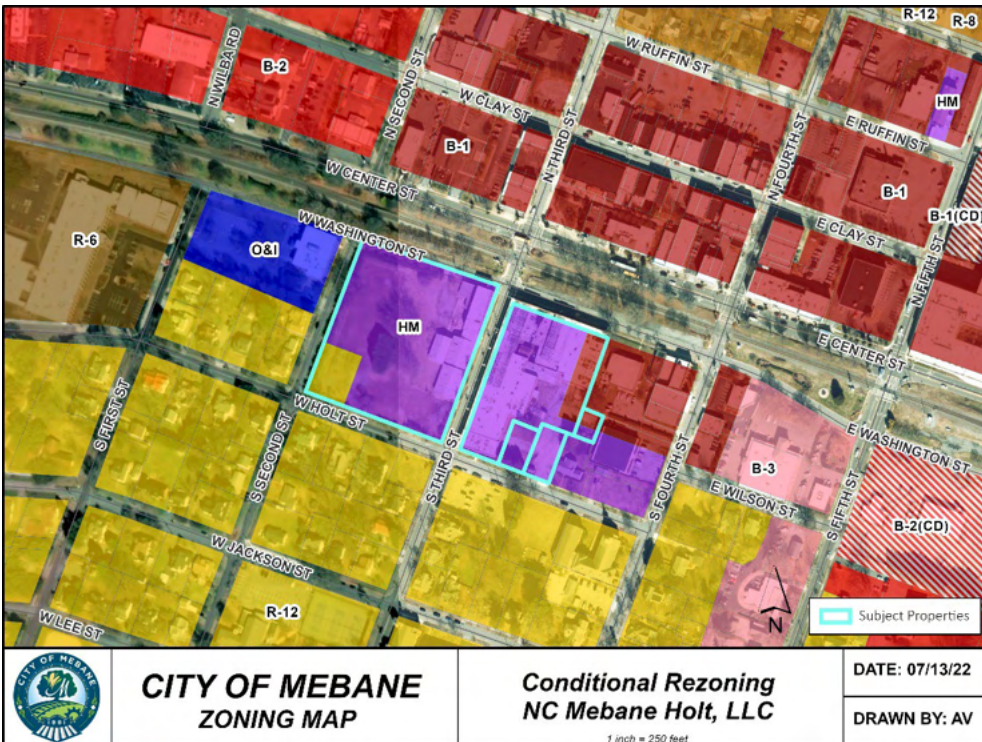
### Applicant

NC Mebane Holt, LLC  
201 Riverplace  
Suite 400  
Greenville, SC 29601

### Public Hearing

Yes  No

### Zoning Map



### Property

120, 122, and 126 W  
Holt Street  
Unaddressed  
GPINs: 9825033678,  
9825033700,  
9825031924,  
9825034785

### Proposed Zoning

B-1(CD)

### Current Zoning

HM, R-12, B-1

### Size

+/-5.74 acres

### Surrounding

#### Zoning

R-12, HM, O&I, B-1

### Adjacent Land Uses

Single-Family  
Residential, Public  
Library, Office

### Utilities

Yes

### Floodplain

No

### Watershed

Yes

### City Limits

Yes

## Summary

NC Mebane Holt, LLC, is requesting approval to conditionally rezone four (4) properties totaling +/- 5.74 acres located at 120, 122, and 126 W Holt Street. The properties are currently split-zoned HM, R-12, and B-1. The proposed request is to rezone the properties to B-1(CD) (Central Business Conditional District) to allow for a Planned Unit Development of ~~268~~ 217 apartment units and +/- ~~21,056~~ 9,396 square feet of commercial space. **The two proposed buildings fronting W Washington Street are proposed as four-story buildings with ground-floor retail space. The three proposed buildings with frontages on W Holt Street are proposed as three-story buildings.** The properties are in Alamance County and in the City limits. The applicant has a contract to purchase the properties.

The proposed onsite amenities & dedications include the following:

- The construction or improvement of 5' sidewalks along all frontages, with a high visibility crossing of S Third Street as shown on the provided site plan.
- The applicant is proposing the following amenities to meet private recreation **and open space requirements**: 3,500 s.f. dog park; swimming pool and deck; **rooftop decks**; and, renovation of an existing building to include an exercise room, lounge/activity area, public meeting/social space, and active rooftop.

Requested waivers:

- The applicant has requested an alternative landscaping plan due to the site design and obligation to meet other requirements of the Mebane UDO.
- ~~The applicant is proposing to meet parking requirements by using two nearby off site parking lots. This is allowed by the Mebane UDO, with shared parking agreements required before release of building permits. One of the parking lots is residentially zoned requiring the applicant to seek relief from requirements of Section 6-5, E-3 of the Mebane UDO, specifically to allow nonresidential parking during non-daylight hours.~~ **The applicant has reduced the density of the proposed development and proposes additional parking for electric vehicles to meet parking requirements.**
- ~~The applicant has submitted a preliminary lighting plan, which shows illumination exceeding the allowed maximum at certain boundaries of the site. City staff have determined lighting spillover at the driveways provides a public safety function and have reviewed to ensure spillover protection for adjacent properties.~~ **In conversation with City staff, the applicant has indicated a commitment to reduce internal lighting at site driveways to meet the City's lighting standards via use of streetlights for driveways.**
- ~~The applicant is required to provide 0.45 acres of open space and is proposing to provide 0.17 acres.~~ **The applicant is now meeting open space requirements with the addition of rooftop decks.**
- The applicant is proposing to renovate an existing, nonconforming building currently located in a sight distance triangle. This is a nonconforming structure that is allowed to continue provided the sight distance deficiency is not increased.

The TIA found no capacity improvements to the road network are required of the developer. Multimodal improvements are recommended and include:

- Pedestrian and bicycling striping, sidewalk, and signage to connect to Historic Downtown Mebane
- Shared-lane markings on Washington Street
- Bike boulevard on S Second Street

The Technical Review Committee (TRC) has reviewed the site plan five times and the applicant has revised the plan to reflect the comments.

---

### Financial Impact

The developer will be required to make all of the improvements at his own expense.

---

### Recommendation

At their July 18 meeting, the Planning Board voted 7 – 0 to recommend denial of the rezoning request.

The Planning staff has reviewed the request for harmony with the zoning of the surrounding area and consistency with the City's adopted plans and recommends approval.

---

### Suggested Motion

1. Motion to approve the B-1(CD) zoning as presented.
2. Motion to find that **the application is consistent** with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*. Specifically, the request:
  - Is for a property within the G-1 Downtown Mixed-Use Growth Area (p. 68);
  - Encourages a variety of uses in Downtown and promotes a village concept that supports compact and walkable environments, consistent with Growth Management Goal 1.1 (pp. 17 & 82);
  - Supports Historic Downtown Mebane's culture by addressing aesthetics, walkability, bikeability, and providing shopping, dining, and housing options, consistent with Growth Management Goal 1.2 (pp. 17 & 82)
  - Provides pedestrian facilities in the Downtown area supporting Growth Management Goal 1.6 (pp. 17 & 84)
  - Provides a mix of commercial and residential uses consistent with Community Appearance Goal 3.3 (pp. 17 & 86) and the *Mebane Downtown Vision Plan*.

**OR**

3. Motion to **deny** the B-1(CD) rezoning as presented due to a lack of
  - a. Harmony with the surrounding zoning or land use

**OR**

  - b. Consistency with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*.

---

#### Attachments

1. Zoning Amendment Application
2. Zoning Map
3. Site Plan - [click here to access and download](#).
4. Applicant Waiver Requests
5. Planning Project Report
6. Preliminary Water and Sewer System Approval Letter
7. Technical Memorandum – City Engineering Review
8. Recreation & Parks Recommendation
9. Traffic Impact Analysis Recommendations
  - a. Traffic Impact Analysis (TIA) – [click here to access and download](#).
  - b. NCDOT Review of TIA
  - c. VHB Review of TIA



**APPLICATION FOR A ZONING AMENDMENT**

Application is hereby made for an amendment to the Mebane Zoning Ordinance as follows:

Name of Applicant: NC MEBANE HOLT, LLC

Address of Applicant: 201 RIVERPLACE, SUITE 400, GREENVILLE SC

Address and brief description of property to be rezoned: 126 W HOLT ST, 29601  
MEBANE, NC 27302

Applicant's interest in property: (Owned, leased or otherwise) UNDER CONTRACT

WITH: CENTRAL PARK BURLINGTON LLC  
7120 CREEK WOOD DR, CHAPEL HILL, NC 27514

\*Do you have any conflicts of interest with: Elected/Appointed Officials, Staff, etc.?

Yes  Explain: \_\_\_\_\_ No

Type of re-zoning requested: B-1 (CO)

Sketch attached: Yes \_\_\_\_\_ No

Reason for the requested re-zoning: PLAN TO DEMOLISH MOST OF THE  
PREVIOUS KINGSDOWN MANUFACTURING PLANT FOR NEW MIXED  
USE DEV.

Signed: David Tsui  
DocuSigned By: 3A08800E0E29415...  
CENTRAL PARK BURLINGTON, LLC

Date: 6/21/2022

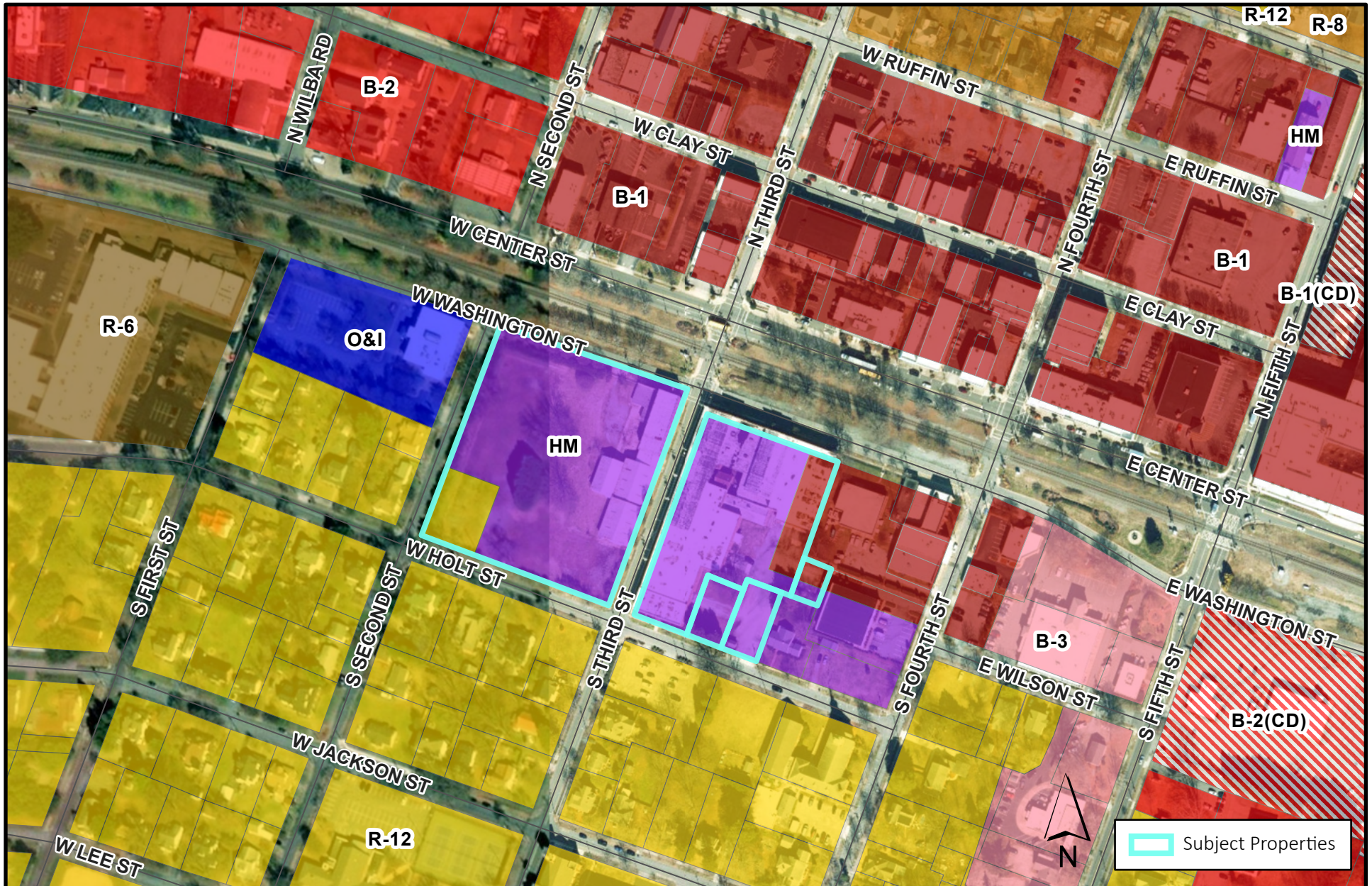
Action by Planning Board: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_ Action: \_\_\_\_\_

Zoning Map Corrected: \_\_\_\_\_

The following items should be included with the application for rezoning when it is returned:

1. Tax Map showing the area that is to be considered for rezoning.
2. Names and addresses of all adjoining property owners within a 300' radius (Include those that are across the street).
3. \$300.00 Fee to cover administrative costs.
4. The information is due 15 working days prior to the Planning Board meeting. The Planning Board meets the 2<sup>nd</sup> Monday of each month at 6:30 p.m. Then the request goes to the City Council for a Public Hearing the following month. The City Council meets the 1<sup>st</sup> Monday of each month at 6:00 p.m.



# CITY OF MEBANE ZONING MAP

## Conditional Rezoning NC Mebane Holt, LLC

1 inch = 250 feet

DATE: 07/13/22

DRAWN BY: AV

## Waiver Request

- **Streetscape/Sidewalk plantings/Landscape Buffer Waiver:** We respectfully request a waiver from the requirements for streetscape and sidewalk plantings per the Unified Development Ordinance to meet the ADA and sidewalk width requirements. We also request a waiver of the landscape buffers on the eastern boundary of the eastern block. A six-foot privacy fence will be constructed along this boundary, according to the fence specifications in the City's Unified Development Ordinance to provide a buffer from the neighbors to the east. As approved by staff, a detailed landscape plan will be submitted for review once the site plan has been finalized

## Nonconformity Item

- **Cotton Building Sight Line Nonconformity:** An inadequate sight line exists at the southwest corner of the intersection of Washington Street and 3<sup>rd</sup> Street, due to the current location of the Cotton Building, which is a nonconforming structure, per the Unified Development Ordinance, Section 10.4.A. ("Any nonconforming structure legally existing at the time of adoption or amendment of this Ordinance may be continued as long it remains otherwise lawful.") This sight line issue has been mitigated when the traffic signal became operational at this intersection on July 28, 2022.



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# PLANNING PROJECT REPORT

DATE	07/12/22, <i>edited 07/27/22</i>
PROJECT NUMBER	RZ 22-08
PROJECT NAME	Mixed-Use Development - NC Mebane Holt, LLC
	NC Mebane Holt, LLC
APPLICANT	201 Riverplace
	Suite 400
	Greenville, SC 29601

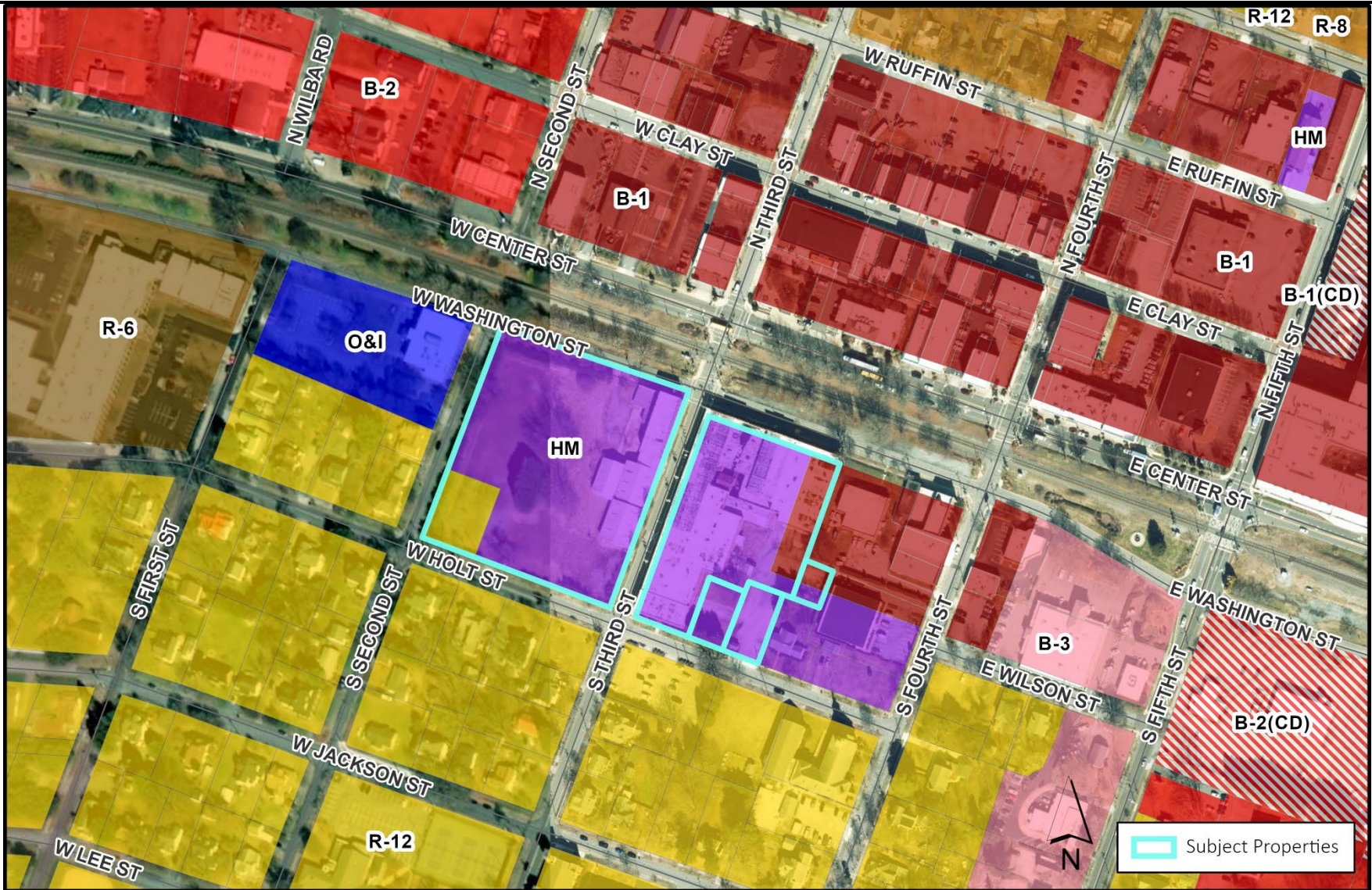
## CONTENTS

PROJECT NAME & APPLICANT .....	PAGE 1
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UTILITIES REPORT .....	PAGE 7
STAFF ZONING REQUEST RECOMMENDATION .....	PAGE 10

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## ZONING REPORT

EXISTING ZONE	HM (Heavy Manufacturing District), R-12 (Residential District), B-1 (Central Business District)
REQUESTED ACTION	Rezoning to B-1 (CD) (Central Business Conditional District) to allow for a Planned Unit Development (PUD)
CONDITIONAL ZONE?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CURRENT LAND USE	Manufacturing, Vacant
PARCEL SIZE	+/-5.74 acres
PROPERTY OWNERS	Central Park Burlington, LLC 7120 Creek Wood Drive Chapel Hill, NC 27514
LEGAL DESCRIPTION	Request to rezone four properties totaling +/- 5.74 acres located at 120, 122, 126 W Holt Street (PINs 9825033678, 9825033700, 9825031924, 9825034785) from M-1, B-1, and R-12 to B-1 (CD) to allow for a Planned Unit Development of <del>268</del> 217 apartment units and +/- <del>21,056</del> 9,396 square feet of commercial space by NC Mebane Holt, LLC.
AREA ZONING & DISTRICTS	Properties to the north and east are zoned B-1, Central Business District. Properties to the south and west are primarily zoned R-12, Residential District, except for the Mebane Public Library which is zoned O&I, Office and Institutional. Properties adjacent to the southeastern boundary of the site are zoned HM, Heavy Manufacturing District.
SITE HISTORY	The site, often referred to as the Kingsdown property, has historically been used for manufacturing purposes and includes two large brick warehouses along with smaller structures, parking lots, and vacant area. The site is composed of four separate properties, with the largest property divided by S Third Street.
<b>STAFF ANALYSIS</b>	
CITY LIMITS?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
PROPOSED USE BY-RIGHT?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SPECIAL USE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
EXISTING UTILITIES?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
POTENTIAL IMPACT OF PROPOSED ZONE	The proposed zoning district will support a mix of residential and commercial uses consistent with surrounding B-1 zoning. The nonresidential uses front W Washington Street, providing separation between the proposed commercial and existing, single-family residential. The proposed apartment buildings introduce denser residential to the immediate area, though existing apartments (Mebane Mill Lofts) are within 500 feet of the site.



**CITY OF MEBANE**  
**ZONING MAP**

**Conditional Rezoning**  
**NC Mebane Holt, LLC**

1 inch = 250 feet

DATE: 07/13/22

DRAWN BY: AV

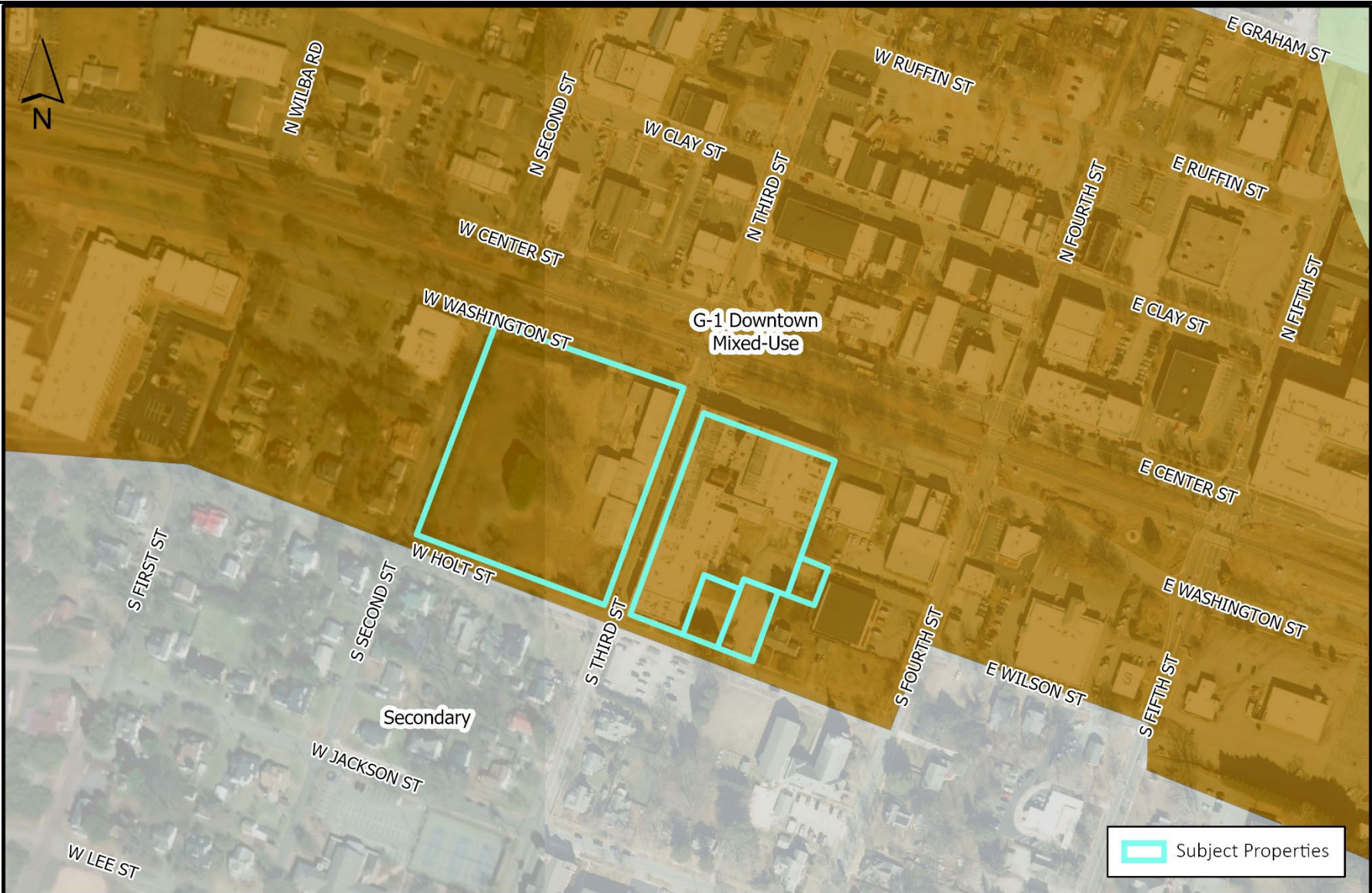
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## LAND USE REPORT

EXISTING LAND USE	Manufacturing, Vacant
PROPOSED LAND USE & REQUESTED ACTION	The applicant is requesting a conditional rezoning to develop +/-5.74 acres for a Planned Unit Development that includes <del>268</del> 217 apartment units and +/- <del>21,056</del> 9,396 square feet of commercial space. <b>The two proposed buildings fronting W Washington Street are proposed as four-story buildings with ground-floor retail space. The three proposed buildings with frontages on W Holt Street are proposed as three-story buildings.</b>
PROPOSED ZONING	B-1(CD) (Central Business Conditional District)
PARCEL SIZE	+/-5.74 acres
AREA LAND USE	North of the site, across the railroad and US 70, is Historic Downtown Mebane. Single-family homes are across W Holt and S Second Streets. These homes are in the Old South Mebane Historic District. Institutional uses such as the Mebane Public Library, the Mebane United Methodist Church, and the Mebane Fire Station are within walking distance to the site. The applicant proposes to provide or improve public sidewalks along all property boundaries. Pavement repairs are proposed on W Holt and S Third Streets. A high-visibility crosswalk is proposed across S Third Street.
ONSITE AMENITIES & DEDICATIONS	The applicant is proposing the following amenities to meet private recreation <b>and open space</b> requirements: 3,500 s.f. dog park; swimming pool and deck; <b>rooftop decks</b> ; and, renovation of an existing building to include an exercise room, lounge/activity area, public meeting/social space, and active rooftop.  <b>The applicant proposes to provide 10 electric vehicle (EV) charging stations.</b>
WAIVER REQUESTED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DESCRIPTION OF REQUESTED WAIVER(S)	The applicant is submitting an alternative landscaping plan due to the site design and obligation to meet other requirements of the Mebane UDO. Canopy trees, landscaped areas, and perimeter walls and fences are shown on the proposed site plan to meet screening requirements. The submitted demolition plan proposes protection of three existing trees internal to the site and street trees along W Washington. <b>Per the Mebane UDO, streetscape in the B-1 District is decided on a case-by-case basis.</b>  The applicant is proposing to renovate an existing building currently located in a sight distance triangle. This is a nonconforming structure that is allowed to continue provided the sight distance deficiency is not increased. All other proposed buildings are located outside of sight distance triangles, which is an improvement from current conditions.

Since the Planning Board meeting, the applicant has revised the proposed development to address waiver requests related to parking and open space. In conversation with City staff, the applicant has indicated a commitment to reduce internal lighting at site driveways to meet the City's lighting standards via use of streetlights for driveways.

CONSISTENCY WITH <i>MEBANE BY DESIGN</i> STRATEGY	
LAND USE GROWTH STRATEGY DESIGNATION(S)	G-1 Mixed-Use Growth Area (Downtown District)  The <i>Mebane Downtown Vision Plan</i> envisions a mix of residential and commercial uses on this site.
<i>MEBANE BY DESIGN</i> GOALS & OBJECTIVES SUPPORTED	<p>GROWTH MANAGEMENT 1.1 Encourage a variety of uses in growth strategy areas and in the downtown, promote/encourage a village concept that supports compact and walkable environments.</p> <p>GROWTH MANAGEMENT 1.2 Continue to support historic Downtown Mebane's culture: aesthetics, walkability, bikeability, shopping, dining, and housing options.</p> <p>GROWTH MANAGEMENT 1.6 Require that commercial development be pedestrian-friendly, supporting walking between differing land uses while also reducing parking requirements.</p> <p>GROWTH MANAGEMENT 3.3 Improve guidelines for downtown development to feature mixed-use village centers and high-density areas that encourage multi-modal transportation.</p>
<i>MEBANE BY DESIGN</i> GOALS & OBJECTIVES <u>NOT</u> SUPPORTED	



**CITY OF MEBANE**  
**Future Growth Area Map**

**Conditional Rezoning**  
**NC Mebane Holt, LLC**

1 inch = 250 feet

DATE: 07/13/22

DRAWN BY: AV

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## UTILITIES REPORT

AVAILABLE UTILITIES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Estimates of daily demand reflect the original proposal for 268 apartment units. The applicant has proposed a reduction in residential density to 217 apartment units.
PROPOSED UTILITY NEEDS	Per the memorandum from Franz Holt of AWCK, the estimated daily water and sewer demand for this project is 37,000 gallons per day. The project proposes an 8-inch connection and 6-inch fire connection to the City's existing 12-inch water line in Holt Street and extending the looped fire line through the project with 6-inch fire service connections to each new building with RPZ backflow preventers at the road and at each building. The project proposes an 8-inch sanitary sewer connection with the City's existing 8-inch gravity sewer line in Holt Street and S. Third Street.
UTILITIES PROVIDED BY APPLICANT	Applicant has pledged to provide all on-site utilities, as described in AWCK's Technical Memo.
MUNICIPAL CAPACITY TO ABSORB PROJECT	The City has adequate water & sewer supply to meet the domestic and fire flow demands of the project.
CONSISTENCY WITH MEBANE LONG RANGE UTILITY PLAN?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADEQUATE STORMWATER CONTROL?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
INNOVATIVE STORMWATER MANAGEMENT?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	<b>TRANSPORTATION NETWORK STATUS</b>
CURRENT CONDITIONS	The site has frontage and driveway access on W Holt, S Third, S Second, and W Washington. S Third Street and a portion of W Holt Street are maintained by the NCDOT. The City maintains W Holt Street east of S Third and also S Second and W Washington. All streets are two-lane, undivided with speed limits ranging from 25 to 35 mph.  Traffic counts and safety data are available for NCDOT-maintained roads. In 2019, S Third averaged a daily traffic volume of 5,600 vehicles and W Holt averaged 1,600 daily vehicles. Between 2017 and 2021, the intersection of S Third and W Holt recorded 12 crashes while the intersection of S Third and W Washington recorded 11.
TRAFFIC IMPACT ANALYSIS REQUIRED?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

---

**DESCRIPTION OR  
RECOMMENDED  
IMPROVEMENTS**

The TIA found no capacity improvements to the road network are required of the developer. Multimodal improvements are recommended and include:

- Pedestrian and bicycling striping, sidewalk, and signage to connect to Historic Downtown Mebane.
- Shared-lane markings on Washington Street
- Bike boulevard on S Second Street

The applicant will construct two driveways on W Holt, two on W Washington, and one on S Second. The western driveway on W Holt is proposed as entrance only.

**CONSISTENCY WITH THE  
MEBANE BICYCLE AND  
PEDESTRIAN TRANSPORTATION  
PLAN?**

YES NO

**MULTIMODAL IMPROVEMENTS  
PROVIDED BY APPLICANT?**

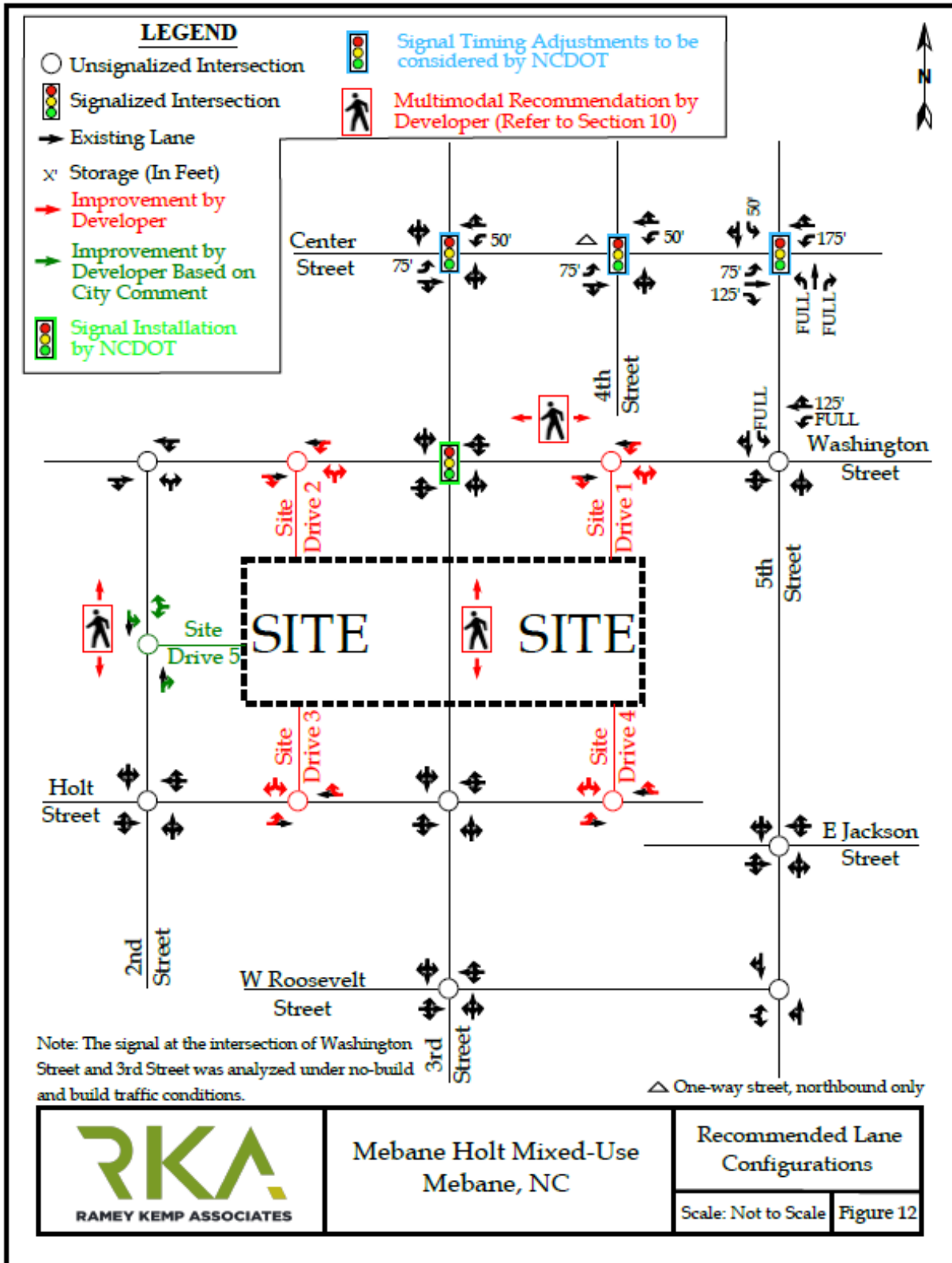
YES NO

**DESCRIPTION OF MULTIMODAL  
IMPROVEMENTS**

The applicant proposes a high-visibility crossing of S Third and W Holt as proposed in the Bicycle and Pedestrian Transportation Plan. Additionally, the applicant proposes to construct or improve sidewalk along all frontages, addressing missing blocks of sidewalk and improving compliance with ADA standards. Bicycle racks are provided around the buildings fronting W Washington.

Per the TIA, the applicant will improve pedestrian and bicyclist connections from the site to Downtown Mebane by way of striping, signage, shared-use markings on Washington, and a bike boulevard on S Second Street.





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## STAFF RECOMMENDATION

STAFF ZONING  
RECOMMENDATION

APPROVE    DISAPPROVE

STAFF SPECIAL USE FINDING

CONSISTENT    NOT CONSISTENT.....WITH *MEBANE BY DESIGN*

RATIONALE

The proposed development “Mixed-Use Development - NC Mebane Holt, LLC” is consistent with the guidance provided within *Mebane By Design*, the Mebane Comprehensive Land Development Plan. Specifically, the site is in a mixed-use growth strategy area and serves Goals 1.1, 1.2, 1.6, and 3.3. The site is addressed in the *Mebane Downtown Vision Plan*, which imagines a mix of commercial and residential uses on the property. The proposed project will be developed as a Planned Unit Development and is in harmony with the neighboring mix of commercial, residential, and institutional uses in Mebane’s downtown area.



July 13, 2022

Mr. Allan Hill, PE  
Triad Design Group, P.C.  
4807-C-Koger Boulevard  
Greensboro, NC 27407

Subject: NC Mebane Holt LLC Mixed Use Development – Water and Sewer System Layout

Dear Mr. Hill:

Regarding the Preliminary Site Plans for the proposed mixed-use development and in accordance with the UDO, this letter indicates that I have reviewed the preliminary water and sewer system layout and find it acceptable and meeting City of Mebane requirements as follows:

- A. Water system – The project proposes an 8-inch connection and 6-inch fire connection to the City’s existing 12-inch water line in Holt Street and extending the looped fire line through the project with 6-inch fire service connections to each new building with RPZ backflow preventers at the road and at each building. A 6-inch domestic line will pull off the fire line and continue throughout the site providing a 4-inch domestic service connection to each building with RPZ backflow preventers. The renovated Cotton Building will use existing domestic and fire service with backflow prevention (possibly new). Appropriate valves and fire hydrant spacing are shown with the water main improvements. These fire and domestic extensions are private. The estimated daily water use for this project is 37,000 gallons per day. The City has adequate water capacity available to meet the domestic demand and fire flow requirements of this project.
- B. Sanitary Sewer system – The project proposes an 8-inch sanitary sewer connection with the City’s existing 8-inch gravity sewer line in Holt Street and S. Third Street. Internal to the project site are proposed 8-inch gravity sewer lines with appropriately spaced manholes and 6-inch services to each building. These sewer improvements will be private. The estimated daily sewer use is to be state permitted at 58,642 gallons per day with an expected tributary flow being less at approximately 37,000 gallons per day. The City has adequate sewer capacity that has been reserved for downtown redevelopment at the downstream WRRF to meet the permitted and expected tributary demand.

If there are any questions, please let me know.

Sincerely,

Franz K. Holt, P.E. City Engineer  
CC: Ashley Ownbey, Interim Development Director  
Kyle Smith, Utilities Director



Technical Memorandum

Date: July 19, 2022

To: Ashley Ownbey, Interim Development Director

From: Franz K. Holt, P.E.

Subject: NC Mebane Holt Mixed Use Development – City Engineer review

City Engineering has reviewed the Preliminary Site Plans NC Mebane Holt Mixed Use submitted July 2022, by Triad Design Group, P.C. Greensboro, NC and provides the following technical comments.

A. General

NC Mebane Holt is a Mixed-Use development which proposes 268 residential apartment units, 21,450 SF of retail space, and 16,475 SF of indoor/outdoor recreation space (five new buildings with retail on the bottom floor of buildings 1 & 5 facing Washington Street and the renovation of the existing Cotton Building for recreational space, public meeting space, roof top bar, and outdoor swimming pool and deck area) located on approximately 5.738 acres off Holt Street.

Phase 2 post construction runoff rules also apply to the project. The post-development peak runoff rates for the 2, 10, and 100-year design storms will be equal to or less for the pre-development rates for the same design storms.

Water and sewer service are from 12-inch water and 8-inch sewer lines in Holt Street.

Street Access includes connections to S. Second Street, Washington Street (2) and Holt Street (2). Holt Street (SR 1963) is NCDOT maintained requiring driveway permits and encroachment agreements.

B. Availability of City Water and Sewer

In compliance with the UDO, this memo indicates that I have reviewed the preliminary water and sewer system layout and find it acceptable and meeting City of Mebane requirements as follows:

1. Water system – The project proposes an 8-inch connection and 6-inch fire connection to the City's existing 12-inch water line in Holt Street and extending the looped fire line through the project with 6-inch fire service connections to each new building with RPZ backflow preventers at the road and at each building. A 6-inch domestic line will pull off the fire line and continue throughout the site providing a 4-inch domestic service connection to each building with RPZ backflow preventers. The renovated Cotton Building will use existing domestic and fire service



with backflow prevention (possibly new). Appropriate valves and fire hydrant spacing are shown with the water main improvements. These fire and domestic extensions are private. The estimated daily water use for this project is 37,000 gallons per day. The City has adequate water capacity available to meet the domestic demand and fire flow requirements of this project.

2. Sanitary Sewer system – The project proposes an 8-inch sanitary sewer connection with the City’s existing 8-inch gravity sewer line in Holt Street and S. Third Street. Internal to the project site are proposed 8-inch gravity sewer lines with appropriately spaced manholes and 6-inch services to each building. These sewer improvements will be private. The estimated daily sewer use is to be state permitted at 58,642 gallons per day with an expected tributary flow being less at approximately 37,000 gallons per day (50% or permitted residential flow plus non-residential). The City has adequate sewer capacity that has been reserved for downtown redevelopment at the downstream WRRF to meet the permitted and expected tributary demand.

#### C. Watershed Overlay District and Phase II Stormwater Requirements

1. Watershed Overlay District requirements provided in the UDO.  
These requirements in the UDO are for the Back-Creek Watershed, which includes the Graham-Mebane Lake. A portion of the project is in the watershed overlay district and related requirements apply. However, it appears that a review of the current drainage patterns and built upon area post vs. pre-development will not require new storm water controls for this area.
2. Phase II Stormwater Post Construction Ordinance  
The UDO provides standards for Storm Water Management and requires compliance with the Mebane Post Construction Runoff Ordinance (which is a stand-alone ordinance titled the Phase II Stormwater Post Construction Ordinance (SPCO)). The standards in the UDO are general standards as the Ordinance itself provides detailed standards. The SPCO does apply to this project as it will disturb more than one acre of land requiring a stormwater permit application. The estimated new built upon area is more than 24% and therefore considered high density under this ordinance requiring stormwater control measures for new built upon area is more than the existing built upon area (approximately 1 acre). Additionally, the city requires 10-year stormwater detention at a min. for all storm water control measures (SCMs). 100-year storm design detention for post vs. pre-development peak discharge is to be provided for this project for new built upon area. One underground stormwater measure (SCM) is currently shown.



#### D. Storm Drainage System

The UDO provides requirements for storm drainage systems. The preliminary site plans include a preliminary piping layout that indicates certain pipe locations, inlets, and discharge points.



Stormwater flows from these pipes connect to either a stormwater control measure (SCM) or direct connection to the existing storm drainage network. Design of the storm drainage system will be in accordance with the City's Storm Drainage Design Manual.

#### E. Street Access and TIA

Street Access includes connections to S. Second Street, Washington Street (2) and Holt Street (2). Holt Street (SR 1963) is NCDOT maintained requiring driveway permits and encroachment agreements. The project will include a new sidewalk network along all streets being fronted.

A TIA was completed for this project. NCDOT staff concurs with the Traffic Impact Analysis (TIA) and findings that the existing state road network and proposed site assesses are expected to operate acceptably with no capacity improvements needed, per NCDOT Guidelines.

#### F. Construction Plan Submittal

The preliminary plans show the proposed water lines, sewer lines, and storm drainage and stormwater management devices to indicate that the project is feasible for utility service and providing stormwater management. Based on city engineering review, it is my opinion that said plans are in substantial compliance with the UDO. Construction plans will follow preliminary plan approval and require TRC review and approval prior to beginning construction.



Date: July 11, 2022

To: Mayor Ed Hooks  
Mayor Pro-Tem Tim Bradley  
Katie Burkholder  
Sean Ewing  
Montrena Hadley  
Jonathan White

Subject: Private Recreational Space for Proposed Mixed-Use Development

Mayor Hooks,

The project “NC Mebane Holt LLC, Mixed-Use Development” is being presented before the City of Mebane’s Planning Board for consideration at the July 18, 2022, meeting. This project is subject to private recreation space requirements for its residents, which are shown on the provided site plan. As these recreational opportunities will be private, the owner of the development will be responsible for upkeep and maintenance of these amenities.

Currently, the applicant proposes the following: renovation of an existing building to include an exercise room, lounge/activity area, public meeting/social space, and an active rooftop; construction of a swimming pool and deck; and installation of a dog park. I have reviewed the proposed site plan for adequacy per section 6-8.2 of the Mebane UDO and feel that the private recreation space should satisfy the needs of the residents of the proposed development.

Please let me know if you have any questions or concerns.

Sincerely,

*Aaron Davis*

Aaron Davis  
Recreation and Parks Director

CC: Chris Rollins, City Manager  
Preston Mitchell, Assistant City Manager  
Ashley Ownbey, Interim Development Director







STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

May 6, 2022

**ALAMANCE COUNTY**

Joshua Reinke  
Ramey Kemp & Associates, Inc.  
5808 Faringdon Place, Suite 100  
Raleigh, NC 27609

Subject: Proposed Mebane Holt Development Located on E. Washington Street (Non-System) and Holt Street (SR 1963).  
**Review of TIA**

Dear Mr. Reinke,

NCDOT staff has completed a collaborative review with the City of Mebane of the above subject. Based on the information provided we offer the following comments with regards to the State Road network.

**General:**

The proposed development is to be located south of E. Washington Street and west of S. 4<sup>th</sup> Street in Mebane, North Carolina. This site will consist of 267 apartment units, 7,800 SF of retail space, and 4,225 SF high turnover sit-down restaurant. This site would be accessed via five site driveways: two along E. Washington Street, two along Holt Street, and one along S. Second Street. This site is expected to generate approximately 3,513 new daily trips at full build-out in 2024.

**NCDOT Committed Improvements:**

The proposed development is proximal to NCDOT STIP Projects U-3109A and B (NC 119 Bypass). This project is anticipated to be fully open to traffic summer of 2022. The project provides committed improvements at a number of study intersections included in the TIA and is expected to result in significant re-distribution of area traffic with reduction of volumes on existing NC 119. The improvements and effects on traffic were considered in the analysis for each of the future scenarios.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION 7, DISTRICT 1  
PO BOX 766  
GRAHAM, NC 27253-0766

*Telephone:* (336) 570-6833  
*Fax:* (336) 570-6873  
*Customer Service:* 1-877-368-4968

*Location:*  
115 EAST CRESCENT SQUARE DRIVE  
GRAHAM, NC 27253

*Website:* [www.ncdot.gov](http://www.ncdot.gov)

**NCDOT Future Improvements:**

The Department is pursuing City concurrence and approval for implementation of proposed modifications/improvement to at grade rail crossings identified in the Mebane Traffic Separation Study (TSS). NCDOT will be presenting information and seeking Council approval during the same timeline that your client will be seeking City approvals. Of particular interest is the proposed median island on S. Fifth Street at Washington Street redirecting side street through and left turn movements to other portions of the network to improve safety and operations. It is noted that the site trips assigned to these redirected movements is relatively low and redistribution of these trips to other intersections would not be expected to significantly alter operations. Please see the link below for additional information.

<https://connect.ncdot.gov/resources/Rail-Division-Resources/Documents/MebaneTSS.pdf>

**Findings and Requirements:**

NCDOT staff concurs with the Traffic Impact Analysis (TIA) and findings that the existing state road network and proposed site accesses are expected to operate acceptably as proposed with no capacity improvements needed, per NCDOT Guidelines.

**Multi-modal and Streetscape Enhancements:**

Any locally stipulated multi-modal enhancements including but not limited to sidewalk, bike lanes, bus pull offs, lighting, landscaping etc. on State maintained routes are subject to NCDOT requirements and approval through the encroachment process.

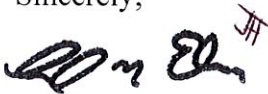
**General Requirements:**

It is necessary to obtain an approved driveway permit and/or encroachment agreement(s) prior to performing work on the NCDOT right of way. An approved permit will be issued upon receipt of approved site plan, roadway and signal construction plans as needed, inspection fee, and any necessary performance and indemnity bonds.

The applicant shall evaluate sight lines at all driveways and adjoining intersections to ensure adequate sight lines are provided due to on-street parking and the small building setbacks.

Feel free to contact me if you have any questions.

Sincerely,



C. N. Edwards Jr., PE  
District Engineer

CNE/jlh

Cc: W.R. Archer, III, PE, Division Engineer  
D.M. McPherson, Division Traffic Engineer  
City of Mebane



## Memorandum

To: Cy Stober, AICP  
Development Director  
City of Mebane

Date: May 2, 2022

C. N. Edwards Jr., PE  
District Engineer  
NCDOT Highway Division 7 District 1

Project #: 39160.00, Task 11

From: Baohong Wan, PhD, PE

Re: Mebane Holt Mixed-Use Traffic Impact Analysis  
Mebane, NC

A Traffic Impact Analysis (TIA) was prepared by Ramey Kemp & Associates (RKA) for the proposed Mebane Holt Mixed-Use development located south of E Washington Street and west of S 4<sup>th</sup> Street in Mebane, North Carolina. VHB is contracted by the City of Mebane to conduct an independent review of the Mebane Holt Mixed-Use TIA. This memo provides a list of critical findings, followed by an in-depth summary of study assumptions and analysis results.

### List of Mitigation Recommendations

The following items in **red** should be considered in addition to mitigation measures that have been identified within the Mebane Holt Mixed-Use TIA:

- › Washington Street and Site Drive 1
  - Construct Site Drive 1 with one ingress lane and one egress lane striped as a shared left/right-turn lane
  - Provide a stop-control for Site Drive 1
- › Washington Street and Site Drive 2
  - Construct Site Drive 2 with one ingress lane and one egress lane striped as a shared left/right-turn lane
  - Provide a stop-control for Site Drive 2
- › Holt Street and Site Drive 3
  - Construct Site Drive 3 with one ingress lane and one egress lane striped as a shared left/right-turn lane
  - Provide a stop-control for Site Drive 3
- › Holt Street and Site Drive 4
  - Construct Site Drive 4 with one ingress lane and one egress lane striped as a shared left/right-turn lane
  - Provide a stop-control for Site Drive 4
- › **Site Driveway Location and Sight Distance**
  - **The planned driveways need to be located outside intersection functional areas, particularly to avoid queue storage length at the future signalized intersection(s) of Washington Street at 3<sup>rd</sup> Street (and at 4<sup>th</sup> Street).**
  - **Sight lines need to be examined with parked cars if on-street parking is allowed next to the planned driveways.**
- › Multimodal Considerations: the developer should be responsible for providing adequate pedestrian, bike, and transit facilities based on the City of Mebane 2015 Bicycle and Pedestrian Transportation Plan along roadways comprising the property frontage. Per the City's adopted Downtown Vision Plan, connection between this specific site and the historic downtown needs clearer and safe delineation through pavement markings and signage to accommodate future pedestrian and bicyclist traffic.
- › Despite light traffic volumes expected at the two intersections along 4th Street at Washington Street and at Holt Street, it is important to include them in the ped/bike planning and network connectivity analysis.

VHB Engineering NC, P.C. (C-3075)

Engineers | Scientists | Planners | Designers

Venture I, 940 Main Campus Drive, Suite 500, Raleigh, North Carolina 27606

P 919.829.0328 F 919.833.0034 www.vhb.com

## Analysis Revision Suggestions

- › Add Figure 5 (2024 No-Build Peak Hour Traffic) to the TIA report.
- › Clarify the location of the No-Build Improvement by NCDOT, as the text refers to signal installation at “Washington Street and 5th Street” while a new signal at **Washington Street and 3rd Street** was shown on the figures and analyzed in traffic models.

## Other General Comments

- › Calculations of trip generation and traffic assignment should be separated for the tracts east of and west of 3rd Street, although the numerical differences in analysis results could be minimal.

## Summary of TIA Assumptions and Results

### Development Plan

The proposed Mebane Holt Mixed-Use development will consist of up to 267 apartments, 7,800 square feet (sf) of retail space, and 4,225 sf of high turnover sit-down restaurant. The site will be accessed by four (4) full movement driveways along Washington Street and Holt Street.

The planned driveways need to be located outside intersection functional areas. Sight lines need to be examined with consideration of parked cars if on-street parking is to be allowed next to the planned driveways. Pedestrian and bike facilities should be provided along site frontage of Washington Street, 2<sup>nd</sup> Street, 3<sup>rd</sup> Street, and Holt Street based on the City of Mebane Comprehensive Transportation Plan and 2015 Bicycle and Pedestrian Transportation Plan standards. Per the City’s adopted Downtown Vision Plan, connection between this specific site and the historic downtown needs clearer and safe delineation through pavement markings and signage to accommodate future pedestrian and bicyclist traffic.

### Study Area and Analysis Scenarios

The TIA included the following intersections through coordination with NCDOT and the City of Mebane:

- › Center Street and 3<sup>rd</sup> Street (signalized)
- › Center Street and 4<sup>th</sup> Street (signalized)
- › Center Street and 5<sup>th</sup> Street (signalized)
- › Washington Street and 2<sup>nd</sup> Street (unsignalized)
- › Washington Street and 3<sup>rd</sup> Street (signalized)
- › Washington Street and 5<sup>th</sup> Street (unsignalized)
- › Holt Street and 2<sup>nd</sup> Street (unsignalized)
- › Holt Street and 3<sup>rd</sup> Street (unsignalized)
- › Roosevelt Street and 3<sup>rd</sup> Street (unsignalized)
- › 5<sup>th</sup> Street and Roosevelt Street (unsignalized)
- › 5<sup>th</sup> Street and Jackson Street (unsignalized)

The following intersection improvement was included in all future year conditions in the TIA:

- › Signalization of Washington Street and 3<sup>rd</sup> Street

Signal timing optimization along the Center Street corridor was identified as another improvement that will be completed by the NCDOT State Transportation Improvement Program (STIP) U-3109 project (NC 119 Bypass) and, therefore, was included in all future year conditions in the TIA.

The TIA included capacity analyses during the weekday AM and PM peak hours under the following scenarios:

- › 2021 Existing Traffic Conditions
- › 2024 No-Build Traffic Conditions
- › 2024 Build Traffic Conditions
- › 2024 Build with Improvements Traffic Conditions

## Existing and No-Build Analysis Assumptions

Existing (2021) analysis was conducted based on traffic counts conducted in December 2021 and February 2022 during typical weekday AM (7 to 9 AM) and PM (4 to 6 PM) peak hours. The traffic volumes were balanced between the intersections, where appropriate. Although count data was collected during different years, the volumes were assumed to reflect 2021 volumes. It was determined that an adjustment factor was not needed to grow the collected counts since area schools were in session and daily traffic volumes have somewhat returned to more normal levels since the start of the COVID-19 pandemic.

The No-Build scenario included an annual growth rate of two percent (2%) between the existing year (2021) and the future analysis year (2024). Based on coordination with the NCDOT and the City, trips due to additional adjacent developments were not considered in this study.

## Trip Generation & Distribution

Trip generation potential was determined based on methodology outlined in the ITE Trip Generation Manual, 10th Edition. Based on the TIA, the proposed development is expected to generate 3,513 total daily trips with 336 trips (159 entering, 177 exiting) occurring during the AM peak hour and 298 trips (166 entering, 132 exiting) occurring during the PM peak hour.

Note that trip generation is calculated for the development as a whole, while calculations of trip generation and traffic assignment should be separated for the tracts east of and west of 3rd Street to provide more accurate analysis although the numerical differences in analysis results could be minimal.

The residential site trips for this development were distributed as follows:

- › 30% to/from the south via 3<sup>rd</sup> Street
- › 25% to/from the west via Center Street
- › 20% to/from the east via Washington Street
- › 10% to/from the south via 5<sup>th</sup> Street
- › 5% to/from the west via Washington Street
- › 5% to/from the north via 3<sup>rd</sup> Street
- › 5% to/from the east via Center Street

The retail site trips for this development were distributed as follows:

- › 20% to/from the north via 3<sup>rd</sup> Street
- › 20% to/from the south via 3<sup>rd</sup> Street
- › 15% to/from the east via Center Street

- › 10% to/from the west via Center Street
- › 10% to/from the east via Washington Street
- › 10% to/from the south via 5<sup>th</sup> Street
- › 10% to/from the north via 5<sup>th</sup> Street
- › 5% to/from the west via Washington Street

## Capacity Analysis Results

Capacity analyses in the TIA were conducted following the NCDOT Congestion Management Capacity Analysis Guidelines. The analysis results and mitigation determinations are summarized below for each individual intersection, while LOS and delay are reported and summarized for stop-controlled approaches at unsignalized intersections.

### Center Street and 3<sup>rd</sup> Street (signalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
1	<b>3rd Street &amp; Center Street</b>	<b>B (19.2)</b>	<b>B (19)</b>	<b>D (41.9)</b>	<b>D (36.7)</b>	<b>D (46.8)</b>	<b>D (40.4)</b>	<b>D (52)</b>	<b>C (23.7)</b>
	Eastbound	A-9.7	A-9	E-72.1	E-69.7	E-77.4	E-74.8	C-29.5	C-21.9
	Westbound	A-4.7	A-7.1	A-7.4	A-8.8	B-10.1	B-10.8	B-16.7	A-8.2
	Northbound	D-51.9	E-55.2	B-18.4	C-28.3	C-34.1	D-35.1	F-123.7	D-49.8
	Southbound	C-28.6	C-31.5	C-26	C-30.5	C-24.4	C-28.5	D-54.4	C-32.3

The TIA indicated that the intersection operates at an overall LOS D during the AM and PM peak hours under build-out conditions. Due to queueing concerns, changing signal operations to allow permitted + protected phasing for the westbound left-turn movement was studied. However, safety implications particularly concerning the railroad crossing exemption with permitted + protected phasing was not documented in the TIA. Due to the minimal impact caused by site traffic and the fact that the intersection is expected to operate at acceptable levels of service under future year conditions, no mitigation was recommended in the TIA by the proposed development.

### Center Street and 4<sup>th</sup> Street (signalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
2	<b>4th Street &amp; Center Street</b>	<b>A (3.6)</b>	<b>A (5)</b>	<b>A (3.6)</b>	<b>A (5)</b>	<b>A (3.6)</b>	<b>A (4.9)</b>	<b>A (2.7)</b>	<b>A (5.5)</b>
	Eastbound	A-0.8	A-1.6	A-0.8	A-1.6	A-1.1	A-1.4	A-1.1	A-1.7
	Westbound	A-1	A-1.7	A-1	A-1.7	A-0.9	A-1.7	A-1.9	A-1.7
	Northbound	D-44.3	D-46.6	D-44.7	D-46.8	D-44.7	D-46.8	C-23.9	D-53.1

The TIA indicated that the intersection operates at an overall LOS A during the AM and PM peak hours under build-out conditions. Since the intersection is expected to operate at acceptable levels of service under future year conditions, no mitigation was recommended in the TIA by the proposed development.

Center Street and 5<sup>th</sup> Street (signalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
3	<b>5th Street &amp; Center Street</b>	<b>B (19.5)</b>	<b>C (21.2)</b>	<b>B (19.4)</b>	<b>C (21.4)</b>	<b>B (19.5)</b>	<b>C (21.4)</b>	<b>B (15.9)</b>	<b>C (23.4)</b>
	Eastbound	A-5.9	A-7.1	A-5.5	A-7.3	A-6	A-7.4	B-10.6	A-4.6
	Westbound	B-15.1	B-17.8	B-16	B-19.1	B-16.6	B-19.5	B-17.6	B-18.8
	Northbound	B-18.8	C-23.1	B-18.3	C-22.8	B-18	C-22.7	A-8.4	C-27.2
	Southbound	D-38.8	D-40.2	D-38.4	D-39.8	D-38.3	D-39.8	C-27.9	D-46

The TIA indicated that the intersection operates at an overall LOS B or C during the AM and PM peak hours under build-out conditions. Since the intersection is expected to operate at acceptable levels of service under future year conditions, no mitigation was recommended in the TIA by the proposed development.

Washington Street and 2<sup>nd</sup> Street (unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
4	<b>2nd Street &amp; Washington Street</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
	Northbound	A-8.5	A-8.6	A-8.6	A-8.6	A-8.6	A-8.6	A-8.6	A-8.6

The TIA indicated that the stop-controlled approach is expected to operate at LOS A during both the AM and PM peak hours under the existing and future year traffic scenarios. Since the stop-controlled approach is expected to operate at acceptable levels of service under all future traffic conditions, no mitigation was recommended in the TIA by the proposed development.

Washington Street and 3<sup>rd</sup> Street (unsignalized/signalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
5	<b>3rd Street &amp; Washington Street</b>	<b>N/A</b>	<b>N/A</b>	<b>C (31.8)</b>	<b>C (32.5)</b>	<b>D (37.7)</b>	<b>C (33.8)</b>	<b>C (33.9)</b>	<b>D (36.5)</b>
	Eastbound	B-12	B-12.3	A-9.1	A-6.9	B-10.4	A-7.7	A-9.8	A-8.1
	Westbound	B-12.3	B-12.3	A-9	A-6.4	B-10.1	A-7.5	A-9.2	A-7.5
	Northbound	---	---	C-30.6	C-32.6	C-27.1	C-29.6	D-37.6	C-33.6
	Southbound	---	---	D-36.4	D-37.3	E-59.6	D-48.3	D-42.4	D-51.1

The TIA indicated that the intersection operates at an overall LOS C or D during the AM and PM peak hours under build-out conditions. Since the intersection is expected to operate at acceptable levels of service under future year conditions, no mitigation was recommended in the TIA by the proposed development.



Washington Street and 5th Street (unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
6	<b>5th Street &amp; Washington Street</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Eastbound	D-25.8	E-35.1	D-28.7	E-41.9	E-40.5	F-68.3	E-40.5	F-68.3
	Westbound	C-17.7	D-31.3	C-19.3	E-37.5	D-26.1	F-60.1	D-26.1	F-60.1

The TIA indicated that the eastbound approach operates at LOS E in the AM peak hour, while both the eastbound and westbound approaches operate at LOS F in the PM peak hour under build-out conditions. Due to the close spacing between this intersection, the railroad crossing, and the Center Street signal, installation of a traffic signal is not considered feasible at this location. Based on the Mebane Traffic Separation Study (TSS) jointly developed by the City of Mebane, the North Carolina Department of Transportation (NCDOT), North Carolina Railroad (NCRR), and Norfolk Southern (NS), the following transportation improvements are preferred at this location:

- › Install mountable medians along 5th Street and E Washington Street to prohibit all left-turn movements at this intersection and through movements along E Washington Street

Therefore, the developer should work with the City of Mebane and NCDOT to evaluate geometric and pedestrian improvement options that are consistent with the Mebane TSS.

Holt Street and 2<sup>nd</sup> Street (unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
7	<b>2nd Street &amp; Holt Street</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Northbound	A-9.5	A-9.6	A-9.5	A-9.6	A-9.5	A-9.6	A-9.5	A-9.6
	Southbound	A-9.5	A-9.7	A-9.6	A-9.7	A-9.6	A-9.7	A-9.6	A-9.7

The TIA indicated that the stop-controlled approaches are expected to operate at LOS A during both the AM and PM peak hours under the existing and future year traffic scenarios. Since the stop-controlled approaches are expected to operate at acceptable levels of service under all future traffic conditions, no mitigation was recommended in the TIA by the proposed development.

Holt Street and 3<sup>rd</sup> Street (unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
8	<b>3rd Street &amp; Holt Street</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Eastbound	B-14.1	B-13.5	B-14.8	B-14.2	B-14.6	B-14.9	B-14.6	B-14.9
	Westbound	B-14.3	B-14.5	B-14.9	B-14.6	C-19	C-16.5	C-19	C-16.5

The TIA indicated that the stop-controlled approaches are expected to operate at LOS B or C during both the AM and PM peak hours under the existing and future year traffic scenarios. Since the stop-controlled approaches are expected to operate at acceptable levels of service under all future traffic conditions, no mitigation was recommended in the TIA by the proposed development.

W Roosevelt Street and 3<sup>rd</sup> Street (unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
9	<b>3rd Street &amp; W Roosevelt Street</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Eastbound	C-15	B-11.7	C-15.8	B-11.9	C-17.2	B-12.4	C-17.2	B-12.4
	Westbound	C-18.3	B-13.1	C-19.9	B-13.6	C-22.4	B-14.4	C-22.4	B-14.4

The TIA indicated that the stop-controlled approaches are expected to operate at LOS B or C during the AM and PM peak hours under the existing and all future traffic scenarios. Since the stop-controlled approaches are expected to operate at acceptable levels of service under all future traffic conditions, no mitigation was recommended in the TIA by the proposed development.

W Roosevelt Street and 5<sup>th</sup> Street (unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
11	<b>5th Street &amp; E Jackson Street</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Eastbound	C-17.4	C-18.2	C-18.7	C-19.5	C-19.3	C-20	C-19.3	C-20
	Westbound	C-18.1	D-26.1	C-19.5	D-30.1	C-20.2	D-31.2	C-20.2	D-31.2

The TIA indicated that the stop-controlled approaches are expected to operate at LOS C or D during the AM and PM peak hours under the existing and future year traffic scenarios. No mitigation was recommended in the TIA by the proposed development. Although traffic volumes meet warrants for providing a dedicated left-turn lane along northbound 5<sup>th</sup> Street, this turn lane was not recommended since the stop-controlled approaches are expected to operate at acceptable levels of service under the buildout conditions.

E Jackson Street and 5<sup>th</sup> Street (unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
11	<b>5th Street &amp; E Jackson Street</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Eastbound	C-17.4	C-18.2	C-18.7	C-19.5	C-19.3	C-20	C-19.3	C-20
	Westbound	C-18.1	D-26.1	C-19.5	D-30.1	C-20.2	D-31.2	C-20.2	D-31.2

The TIA indicated that the stop-controlled approaches are expected to operate at LOS D or better during the AM and PM peak hours under the existing and future year traffic scenarios. Since the stop-controlled approaches are expected to operate at acceptable levels of service under all future traffic conditions, no mitigation was recommended in the TIA by the proposed development.

Washington Street and Site Drive 1 (future unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
12	<b>Site Drive 1 &amp; Washington Street</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Northbound	---	---	---	---	A-9.4	A-9.2	A-9.4	A-9.2

The TIA indicated that this future site access for the Mebane Holt Mixed-Use development operates at LOS A during both peak hours under build-out conditions. The following driveway configuration is recommended by the proposed development:

- › Construct Site Drive 1 with one ingress lane and one egress lane striped as a shared left/right-turn lane
- › Provide a stop-control for Site Drive 1

Washington Street and Site Drive 2 (future unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
13	<b>Site Drive 2 &amp; Washington Street</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Northbound	---	---	---	---	A-8.8	A-8.7	A-8.8	A-8.7

The TIA indicated that this future site access for the Mebane Holt Mixed-Use development operates at LOS A during both peak hours under build-out conditions. The following driveway configuration is recommended by the proposed development:

- › Construct Site Drive 2 with one ingress lane and one egress lane striped as a shared left/right-turn lane
- › Provide a stop-control for Site Drive 2

Holt Street and Site Drive 3 (future unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
14	<b>Holt Street &amp; Site Drive 3</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Southbound	---	---	---	---	A-9.4	A-9.5	A-9.4	A-9.5

The TIA indicated that this future site access for the Mebane Holt Mixed-Use development operates at LOS A during both peak hours under build-out conditions. The following driveway configuration is recommended by the proposed development:

- › Construct Site Drive 3 with one ingress lane and one egress lane striped as a shared left/right-turn lane
- › Provide a stop-control for Site Drive 3

Holt Street and Site Drive 4 (future unsignalized)

ID	Intersection and Approach	Existing (2021)		No-Build (2024)		Build (2024)		Build+Imp (2024)	
		AM	PM	AM	PM	AM	PM	AM	PM
15	<b>Holt Street &amp; Site Drive 4</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Southbound	---	---	---	---	A-8.6	A-8.7	A-8.6	A-8.7

The TIA indicated that this future site access for the Mebane Holt Mixed-Use development operates at LOS A during both peak hours under build-out conditions. The following driveway configuration is recommended by the proposed development:

- › Construct Site Drive 4 with one ingress lane and one egress lane striped as a shared left/right-turn lane
- › Provide a stop-control for Site Drive 4



# AGENDA ITEM #5B

RZ 22-07

Conditional Rezoning –  
Mill Run

### Presenter

Ashley Ownbey, Interim Development Director

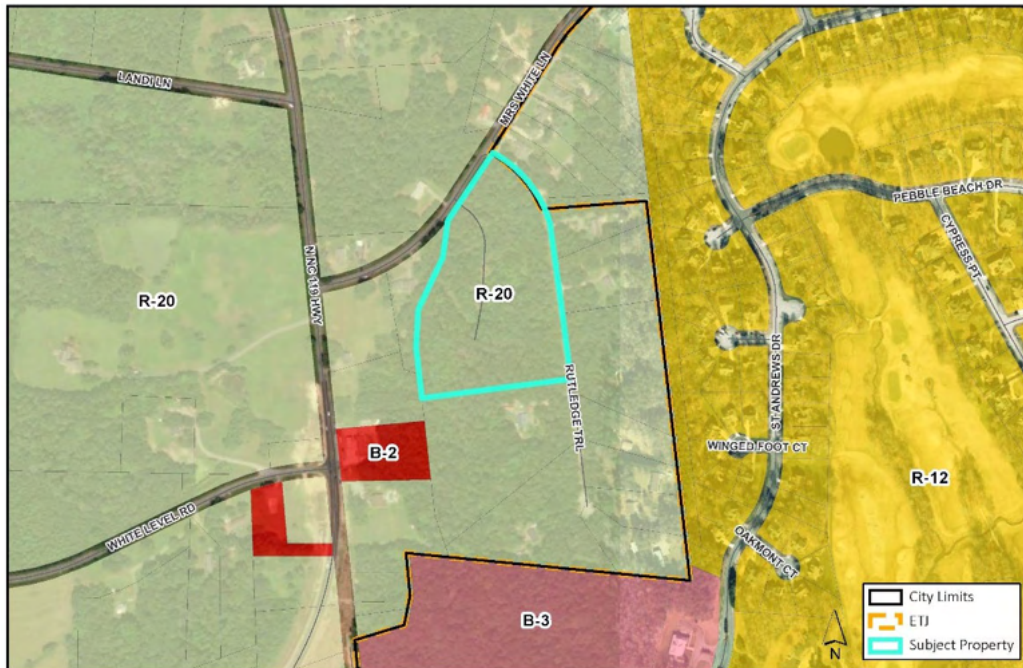
### Applicant

Ryan Tanner of Tanner Built Homes, LLC  
3122 Battleground Ave., Suite B  
Greensboro, NC 27408

### Public Hearing

Yes  No

### Zoning Map



**CITY OF MEBANE**  
ZONING MAP

**CONDITIONAL REZONING**  
*Mill Run*  
1 inch = 400 feet

DATE: 07/08/22

DRAWN BY: AV

### Property

4677 Mrs.  
White Lane,  
GPIN  
9816955507

### Proposed Zoning

R-12(CD)

### Current Zoning

R-20

### Size

+/-10.01 acres

### Surrounding Zoning

R-20, B-2, R-12,  
B-3

### Surrounding Land Uses

Residential,  
Commercial &  
Vacant

### Utilities

To be extended  
at developer's  
expense

### Floodplain

No

### Watershed

Yes

### City Limits

No

**Summary**

Tanner Built Homes, LLC is requesting approval to conditionally rezone the +/-10.01-acre property located at 4677 Mrs. White Lane (GPIN 9816955507) from R-20 to R-12(CD) to allow “Mill Run” a residential subdivision of 18 single-family homes. The property is located outside of City Limits in the Mebane Extraterritorial Jurisdiction (ETJ). A petition for annexation is required prior to connection to City utilities.

The site-specific plan includes the following amenities & dedications:

- The applicant proposes to construct the internal road with permanent, grass-lined drainage swells and 5’ sidewalk on one side of the street.
- The applicant proposes to provide a 5’ sidewalk along the street frontage of Mrs. White Lane in addition to a paved crosswalk across Rutledge Trail, connecting to the existing sidewalk on Mrs. White Lane.
- 3.2 acres of private common open space, including a 4’ gravel walking path, to be owned and maintained by the HOA.

Requested waivers:

UDO Requirement	Requested Wavier
10’ side setback	7.5’ side setback
70’ lot width required for permanent, grass-lined drainage swells in lieu of curb and gutter streets.	65’ lot width, complying with all other requirements for permanent, grass-lined drainage swells

The UDO calculates that the applicant should provide 0.51 acres in public recreation area valued at \$5,289.89 (total tax value of \$102,827 for 10.01 acres or \$10,372.33/acre). The applicant is proposing to provide a payment in lieu of the valued amount.

The Technical Review Committee (TRC) has reviewed the site plan three (3) times and the applicant has revised the plan to reflect the comments.

**Financial Impact**

The developer will be required to make all of the onsite improvements at their own expense.

**Recommendation**

At their July 18 meeting, the Planning Board voted 7 – 0 to recommend approval of the rezoning request.

The Planning staff has reviewed the request for harmony with the zoning of the surrounding area and consistency with the City’s adopted plans and recommends approval of the rezoning.

**Suggested Motion**

1. Motion to approve the R-12 (CD) zoning as presented.

2. Motion to find that **the application is consistent** with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*. Specifically, the request:

- Is for a property within the City's G-4 Secondary Growth Area and is generally residential in nature (Mebane CLP, p.66);
- Provides a sidewalk along its street frontage, as required by the City's adopted *Bicycle and Pedestrian Transportation Plan*.

**OR**

3. Motion to **deny** the R-12(CD) rezoning as presented due to a lack of

- a. Harmony with the surrounding zoning or land use

**OR**

- b. Consistency with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*.

---

**Attachments**

1. Zoning Amendment Application
2. Zoning Map
3. Site Plan
4. Planning Project Report
5. Preliminary Water and Sewer System Approval Letter
6. Technical Memorandum – City Engineering Review



## APPLICATION FOR A ZONING AMENDMENT

Application is hereby made for an amendment to the Mebane Zoning Ordinance as follows:

Name of Applicant: Ryan Tanner for Tanner Built Homes, LLC

Address of Applicant: 3122 Battleground Ave, Suite B, Greensboro NC 27408

Address and brief description of property to be rezoned: 4677 Mrs. White Ln  
10.01 acre residential property

Applicant's interest in property: (Owned, leased or otherwise) Owner & Developer

\*Do you have any conflicts of interest with: Elected/Appointed Officials, Staff, etc.?

Yes \_\_\_ Explain: \_\_\_\_\_ No X

Type of re-zoning requested: R-12 (CD)

Sketch attached: Yes X No \_\_\_\_\_

Reason for the requested re-zoning: Development of a SFH standard subdivision with waivers.

Signed: 

Date: 5/4/22

Action by Planning Board: \_\_\_\_\_

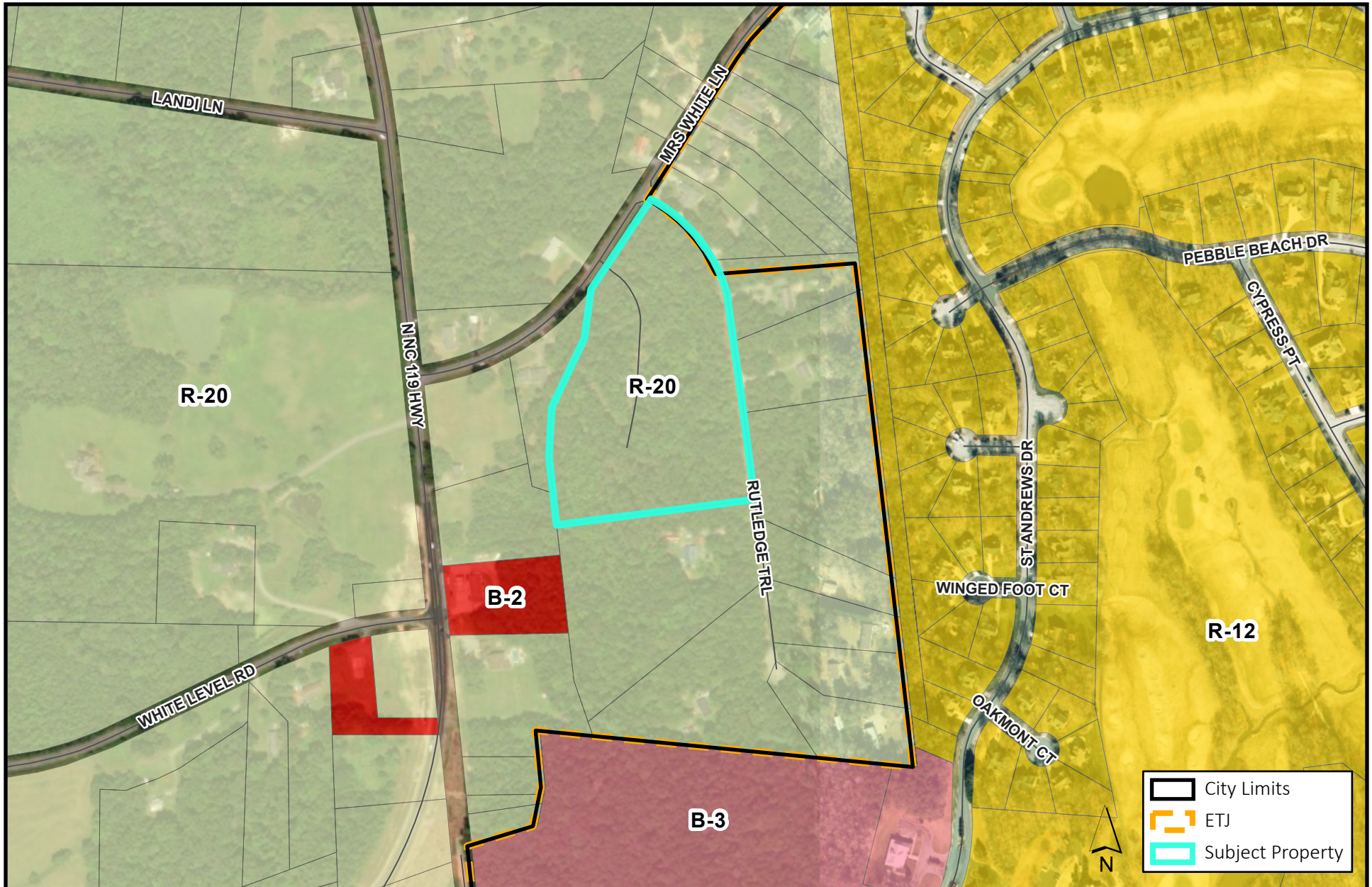
Public Hearing Date: \_\_\_\_\_ Action: \_\_\_\_\_

Zoning Map Corrected: \_\_\_\_\_

The following items should be included with the application for rezoning when it is returned:

1. Tax Map showing the area that is to be considered for rezoning.
2. Names and addresses of all adjoining property owners within a 300' radius (Include those that are across the street).
3. \$300.00 Fee to cover administrative costs.
4. The information is due 15 working days prior to the Planning Board meeting. The Planning Board meets the 2<sup>nd</sup> Monday of each month at 6:30 p.m. Then the request goes to the City Council for a Public Hearing the following month. The City Council meets the 1<sup>st</sup> Monday of each month at 6:00 p.m.





**CITY OF MEBANE  
ZONING MAP**

**CONDITIONAL REZONING  
Mill Run**

1 inch = 400 feet

DATE: 07/08/22

DRAWN BY: AV

SITE PLAN & CONDITIONAL REZONING PLAN FOR:

# MILL RUN

## 4677 MRS WHITE LANE, ALAMANCE COUNTY, NORTH CAROLINA

**EarthCentric Engineering, Inc.**  
 License # C-2638



204 W. Clay Street  
 Mebane, NC 27302  
 Phone: (919) 563-9041  
 Fax: (919) 304-3234  
 E-Mail: Phil.Koch@EarthCentric.com

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

PRINCIPAL ENGINEER  
 PHIL KOCH - NCPE #22634

**MILL RUN**  
 4677 MRS. WHITE LANE, MEBANE NC

**COVER SHEET**

ECE LEGEND	
NEW	EXISTING
PROPERTY LINE (P/L)	---
ADJACENT PROPERTY LINE	---
EASEMENT (ESMT)	---
SETBACK (S/B)	---
RIGHT-OF-WAY (R/W)	---
CENTERLINES (C/L)	---
CURB & GUTTER	---
EDGE OF PAVEMENT (EOP)	---
SIDEWALK	---
CREEK	---
CATCH BASIN (CB)	OR
YARD INLET (YI)	OR
STORM DRAINAGE JUNCTION BOX (JB)	OR
CURB INLET (CI)	OR
SANITARY SEWER MANHOLE (MH)	OR
SANITARY SEWER CLEANOUT (CO)	OR
METER BOX	OR
VALVE	OR
FIRE HYDRANT (FH)	OR
FIRE DEPARTMENT CONNECTION (FDC)	OR
LIGHT POLE (LP)	OR
UTILITY POLE (PP) & GUY WIRE	OR
CABLE TV LINE	OR
ELECTRIC LINE & TRANSFORMER	OR
FIBER OPTIC CABLE	OR
GAS LINE	OR
OVERHEAD UTILITY LINE	OR
SANITARY SEWER (SS)	OR
STORM DRAIN PIPE (SD)	OR
TELEPHONE	OR
WATER LINE (WL)	OR
GRADE CONTOUR	OR
FINISHED GRADE SPOT ELEVATION	OR
CLEARING LIMIT/TREE LINE	OR
LIMITS OF DISTURBANCE	OR
DITCH OR SWALE FLOWLINE	OR
TREE PROTECTION FENCE (TPF)	OR
SILT FENCE (SF)	OR
FENCE	OR
RIP RAP APRON	OR
CHECK DAM	OR
SEDIMENT FENCE OUTLET	OR
INLET PROTECTION	OR
CONCRETE MONUMENT / STONE FOUND	OR
	EXISTING IRON PIPE (EIP)
	EXISTING IRON ROD (EIR)
	IRON PIPE SET (IPS)
	PK NAIL SET (PKS)
	COMPUTED POINT (CP)



**INDEX OF DRAWINGS:**

C1.0	COVER SHEET
C1.1	COVER SHEET
C2.0	EXIST. CONDITIONS & DEMOLITION PLAN
C3.0	SITE PLAN
C4.0	GRADING & STORM DRAINAGE PLAN
C5.0	UTILITY PLAN
C6.0	LANDSCAPE PLAN

LIGHTING PLAN REQUIRED PRIOR TO CONSTRUCTION PLAN APPROVAL

**WAIVERS REQUESTED:**

1. WAIVER REQUESTED FOR REDUCED SIDE SETBACKS (UDO TABLE 4-2-1). MINIMUM SIDE SETBACK OF 7.5' PROPOSED.
2. WAIVER REQUESTED FOR REDUCED LOT WIDTH (UDO TABLE 4-2-1). MINIMUM LOT WIDTH OF 65' PROPOSED.
3. WAIVER REQUESTED REGARDING THE LOT WIDTHS REQUIRED FOR A GRASS LINED SWALES IN LIEU OF CURB & GUTTER (UDO ARTICLE 7-6.5.G.6(B)). MINIMUM LOT WIDTH OF 65' PROPOSED.

**PROJECT INFORMATION & NOTES:**

**SITE ADDRESS:** 4677 MRS WHITE LANE  
**COUNTY:** ALAMANCE  
**TOWNSHIP:** MELVILLE  
**PIN / PARCEL:** 9816-95-5507 / 166697  
**OLD TAX ID:** 10-1-43E  
**DEED REF:** BK: 4172, PG: 0029  
**PLAT REF:** BK: 048, PG: 0091

**ZONING CODE, EXISTING:** R-20  
**ZONING CODE, PROPOSED:** R-12 (CD) FOR SFH SUBDIVISION WITH WAIVERS  
**ADJACENT ZONES:** R-20 (ALL ADJACENT PROPERTIES)  
**SIZE:** 10.01 ACRES (436,077 SF) BY SURVEY  
 0.59 ACRES (25,606 SF) IN PRIVATE R/W

**RIVER BASIN:** CAPE FEAR RIVER BASIN  
**WATERSHED:** GWA (GRAHAM-MEBANE LAKE BALANCE OF BOW (BALANCE OF WATERSHED), BACK CREEK C162 & C162 - CULLEN CLAY LOAM, GROUP B  
**SOILS (2017):** E1b - ENON SANDY LOAM, GROUP C  
 MeB - MANDALE-SECRET COMPLEX, GROUP C/D  
**FEMA:** MAP PANEL #3710981600K, EFFECTIVE 11/17/17  
 ZONE X, NO FLOOD HAZARDS PRESENT

**CURRENT USE:** SINGLE FAMILY RESIDENTIAL  
**PROPOSED USE:** 18 UNIT SFH SUBDIVISION

**R-12 DENSITY (3.63 UNITS PER ACRE OR 36 UNITS MAX):**  
 STANDARD R-12 LOT SIZE: 12,000 SF MIN  
 PROPOSED DENSITY: 1.80 UNITS / ACRE  
**FRONT YARD SETBACK:** 30' MINIMUM  
**SIDE YARD SETBACK:** \*7.5' MINIMUM  
 \* WAIVER REQUESTED FOR REDUCED SIDE YARD SETBACKS  
**REAR YARD SETBACK:** 25' MINIMUM  
**BUILDING HEIGHT:** 40' MAXIMUM  
**LOT COVERAGE:** 30% MAXIMUM

**PARKING REQUIREMENT:**  
 2 SPACES PER HOME + 0.5 SPACES PER BEDROOM OVER 2  
 PARKING REQUIREMENTS BEING MET WITH DRIVEWAYS AND/OR GARAGES  
 HOMES TO BE A MIX OF 3 & 4 BEDROOMS = 54 TOTAL SPACES MAX.

**LANDSCAPE & BUFFERING:**  
 PERIMETERS BUFFERS - NOT REQUIRED FOR CLASS 2 USES  
 STREETSCAPE - 20' WIDE (1 CANOPY PER 40 LF OF STREETSCAPE + 1 UNDERSTORY PER 20 LF OF STREETSCAPE)

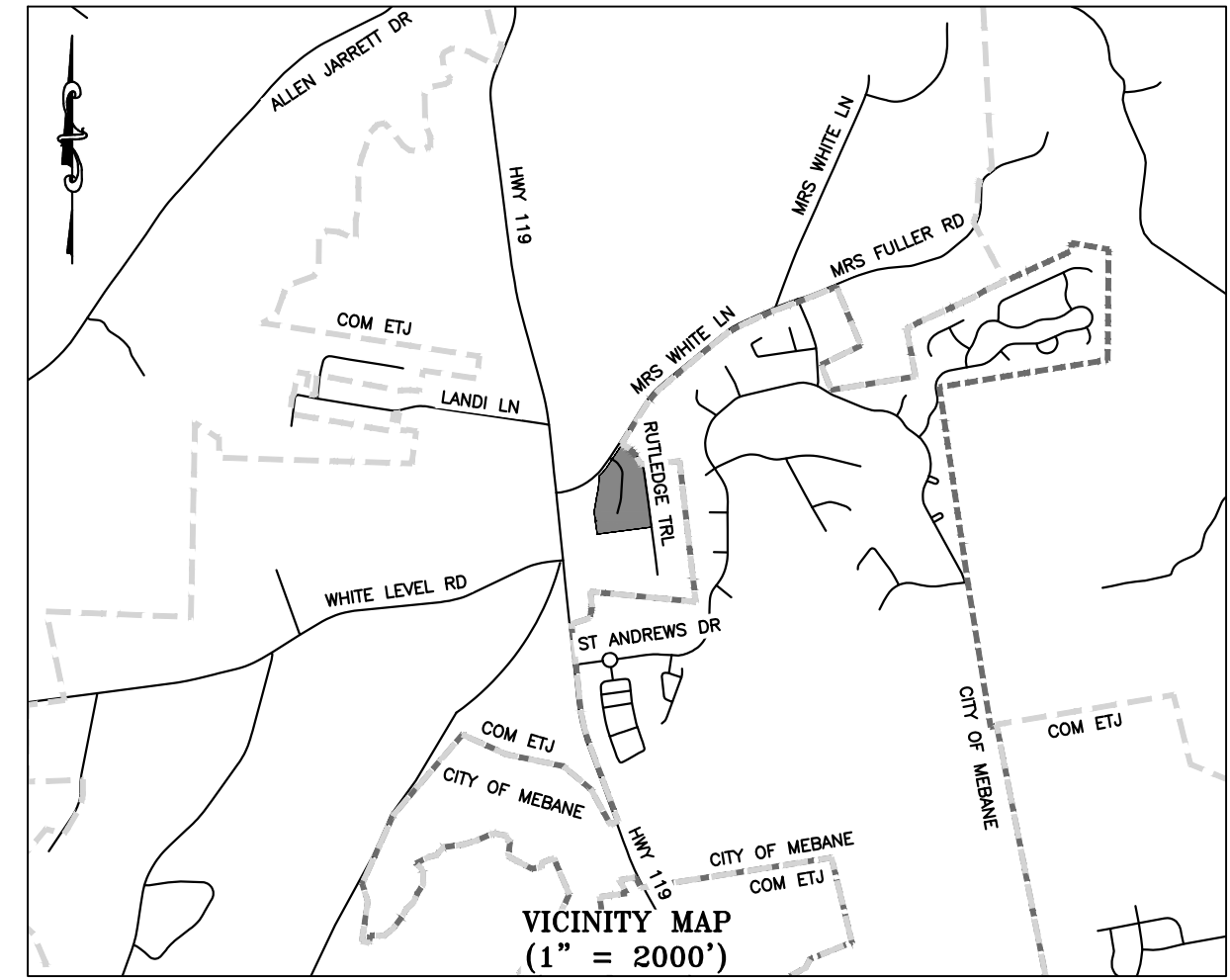
**NOTE:** SURVEY SHOWN HERE WAS PERFORMED BY R.S. JONES AND ASSOCIATES IN DECEMBER OF 2012

**SUBDIVISION:** REQUIRES CITY OF MEBANE ANNEXATION PRIOR TO UTILITY CONNECTION.

**ALL PRIVATE COMMON OPEN SPACE INCLUDING STORMWATER CONTROL MEASURES, DRAINAGE SWALES WITH PRIVATE EASEMENTS, STREETSCAPE, MAIL KIOSK, AND OTHER COMMON ELEMENTS ARE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO OWN AND MAINTAIN.**

**ALL PRESERVED TREES ARE TO BE PROTECTED VIA TREE PROTECTION FENCING. NO LAND DISTURBANCE ALLOWED IN PROTECTED AREAS. NCEO EROSION CONTROL PLAN REVIEW AND PERMIT REQUIRED PRIOR TO LAND DISTURBANCE.**

**AREA OF DISTURBANCE TO BE DETERMINED WITH EROSION CONTROL PLAN SUBMITTAL.**

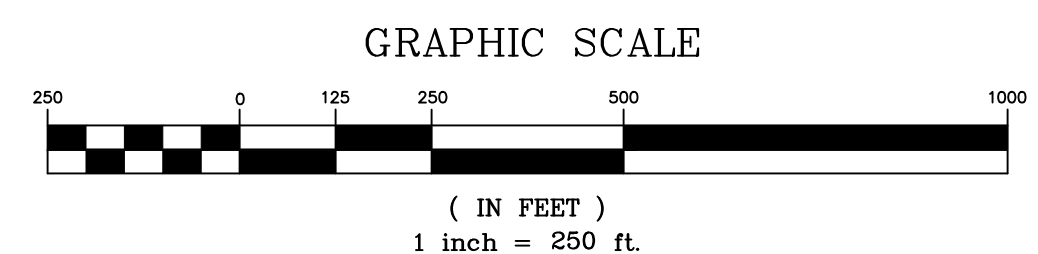


**CIVIL ENGINEER:**  
 CHARLES P. KOCH P.E.  
 EARTHCENTRIC ENGINEERING, INC.  
 204 WEST CLAY STREET  
 MEBANE, NC 27302  
 PHONE: 919-563-9041  
 FAX: 919-304-3234  
 PHIL.KOCH@EARTHCENTRIC.COM

**SURVEYOR:**  
 ROBERT S. JONES (L-3939)  
 R.S. JONES & ASSOCIATES INC. (C-2565)  
 201 WEST CLAY STREET  
 MEBANE, NC 27302  
 PHONE: 919-563-3623  
 FAX: 919-563-0086  
 BOBBY@RSJSURVEYORS.COM

**OWNER/DEVELOPER:**  
 RYAN TANNER  
 TANNER BUILT HOMES, LLC  
 3122 BATTLEGROUND AVE  
 SUITE B  
 GREENSBORO, NC 27408  
 336-637-4094  
 RYAN@TANNERBUILTHOMES.COM

**CALL BEFORE YOU DIG... IT'S THE LAW.**  
 CALL N.C. ONE-CALL 811 (1-800-632-4949)  
 FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST  
 3 WORKING DAYS PRIOR TO BEGINNING GRADING OR TRENCHING.  
 NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122



**APPROVAL STAMP**

DATE:	APRIL 13, 2021
HORIZONTAL SCALE:	1" = 250'
VERTICAL SCALE:	N/A
PROJECT MANAGER:	CPK
DRAWN BY:	CPK
PROJECT NO.:	21-08
DRAWING NAME:	21-06 WORKING

**SHEET NO.**  
**C1.0**

SITE PLAN

ECE LEGEND		
	NEW	EXISTING
PROPERTY LINE (P/L)	---	---
ADJACENT PROPERTY LINE	---	---
EASEMENT (ESMT)	---	---
SETBACK (S/B)	---	---
RIGHT-OF-WAY (R/W)	---	---
CENTERLINES (C/L)	---	---
CURB & GUTTER	---	---
EDGE OF PAVEMENT (EOP)	---	---
SIDEWALK	---	---
CREEK	---	---
CATCH BASIN (CB)	OR	OR
YARD INLET (YI)	OR	OR
STORM DRAINAGE JUNCTION BOX (JB)	OR	OR
CURB INLET (CI)	OR	OR
SANITARY SEWER MANHOLE (MH)	OR	OR
SANITARY SEWER CLEANOUT (CO)	OR	OR
METER BOX	OR	OR
VALVE	OR	OR
FIRE HYDRANT (FH)	OR	OR
FIRE DEPARTMENT CONNECTION (FDC)	OR	OR
LIGHT POLE (LP)	OR	OR
UTILITY POLE (PP) & GUY WIRE	OR	OR
CABLE TV LINE	OR	OR
ELECTRIC LINE & TRANSFORMER	OR	OR
FIBER OPTIC CABLE	OR	OR
GAS LINE	OR	OR
OVERHEAD UTILITY LINE	OR	OR
SANITARY SEWER (SS)	OR	OR
STORM DRAIN PIPE (SD)	OR	OR
TELEPHONE	OR	OR
WATER LINE (WL)	OR	OR
GRADE CONTOUR	OR	OR
FINISHED GRADE SPOT ELEVATION	OR	OR
CLEARING LIMIT/TREE LINE	OR	OR
LIMITS OF DISTURBANCE	OR	OR
DITCH OR SWALE FLOWLINE	OR	OR
TREE PROTECTION FENCE (TPF)	OR	OR
SILT FENCE (SF)	OR	OR
FENCE	OR	OR
RIP RAP APRON	OR	OR
CHECK DAM	OR	OR
SEDIMENT FENCE OUTLET	OR	OR
INLET PROTECTION	OR	OR
CONCRETE MONUMENT / STONE FOUND	OR	OR
	EXISTING IRON PIPE (EIP)	○
	EXISTING IRON ROD (EIR)	●
	IRON PIPE SET (IPS)	○
	PK NAIL SET (PKS)	●
	COMPUTED POINT (CP)	△

**ECE GENERAL NOTES:**

- EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM SURVEY DATA SUPPLIED BY R. S. JONES AND ASSOCIATES, INC.
- WORK WITHIN PUBLIC RIGHT-OF-WAYS SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS, NOTIFICATIONS, STANDARDS AND POLICIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL MEASURES FOR ALL WORK W/IN PUBLIC R/W PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND THE N.C. SUPPLEMENT TO THE MUTCD, AND LOCAL INSPECTORS DIRECTION.
- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT PLANS AND/OR SPECIFICATIONS, LOCAL STANDARD DETAILS AND CONSTRUCTION STANDARDS, STATE CONSTRUCTION STANDARDS, AND OTHER APPLICABLE CONTRACT DOCUMENTS.
- CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING ALL APPROPRIATE PARTIES AND ASSURING THAT UTILITIES ARE LOCATED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CALL NC ONE CALL (PREVIOUSLY ULOCO) AT 1-800-632-4949 FOR UTILITY LOCATING SERVICES 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- UNDERGROUND UTILITIES SHOWN USING BEST AVAILABLE INFORMATION. ALL LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE MORE UNDERGROUND UTILITIES THAN ARE SHOWN HEREON. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES PRIOR TO ANY EXCAVATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES TO REMAIN DURING ALL DEMOLITION AND CONSTRUCTION ACTIVITIES.
- ALL CLEARING, GRUBBING AND UNSUITABLE FILL MATERIAL SHALL BE DISPOSED OF LEGALLY.
- ALL PAVEMENT, CURB, STORM DRAINAGE PIPE, AND STRUCTURES TO BE REMOVED SHALL BE HAULED OFFSITE AND DISPOSED OF LEGALLY.
- SIGNAGE SHALL BE LOCATED AS SHOWN. SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL STANDARDS.
- SITE LIGHTING SHALL AS SHOWN, AND SHALL BE SUFFICIENT TO PROPERLY ILLUMINATE THE SITE IN ACCORDANCE WITH LOCAL STANDARDS.
- LANDSCAPING SHALL BE INSTALLED IN THE PROVIDED YARDS, IN ACCORDANCE WITH LOCAL STANDARDS.
- NO SIGHT OBSTRUCTING OR PARTIALLY OBSTRUCTING WALL, FENCE, FOLIAGE, BERING, PARKED VEHICLES OR SIGNS BETWEEN THE HEIGHT OF TWENTY-FOUR (24) INCHES AND EIGHT (8) FEET ABOVE THE CURB LINE ELEVATION, OR NEAREST TRAVELED WAY IF NO CURBING EXISTS, SHALL BE PLACED WITHIN A SIGHT TRIANGLE OF A PUBLIC STREET, PRIVATE STREET OR DRIVEWAY CONTAINED ON THE PROPERTY OR ON AN ADJOINING PROPERTY.

**CONTRACTOR SHALL NOT MAKE ANY MODIFICATIONS TO THE APPROVED DRAWINGS WITHOUT PRIOR APPROVAL OF BOTH THE DESIGN ENGINEER AND LOCAL INSPECTOR.**

**ECE GRADING & STORM DRAINAGE NOTES:**

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL CONSTRUCTION STANDARDS, SPECIFICATIONS, AND PROCEDURES AND THE NCDOT'S SEDIMENTATION AND EROSION CONTROL STANDARDS, SPECS., AND PROCEDURES.
- CONTRACTOR SHALL VERIFY THAT ALL APPLICABLE STATE AND LOCAL PERMITS REQUIRED FOR THE COMMENCEMENT OF GRADING OPERATIONS HAVE BEEN OBTAINED PRIOR TO START OF GRADING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING UTILITIES PRIOR TO THE BEGINNING OF DEMOLITION AND/OR CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES TO REMAIN DURING ALL CONSTRUCTION ACTIVITIES.
- ALL STORMWATER MANAGEMENT FACILITIES SHALL BE DESIGNED AND CONSTRUCTED TO MEET ALL STATE AND LOCAL REQUIREMENTS, INCLUDING THE STATE STANDARDS FOR WATER QUALITY AND DETENTION FACILITIES (CURRENT EDITION).
- EROSION CONTROL MEASURES ARE PERFORMANCE BASED AND SHALL BE PROVIDED PER THE EROSION CONTROL PLANS AND AS NEEDED TO PROTECT ADJACENT PROPERTIES.
- CONTRACTOR SHALL PROVIDE ALL STAKING, FLAGGING AND/OR FENCING NECESSARY TO PROVIDE PROPER PROTECTION OF ANY STREAM BUFFERS & OTHER WATER FEATURES.

**CITY OF MEBANE GENERAL NOTES:**

- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT PLANS AND/OR SPECIFICATIONS, CITY OF MEBANE STANDARD DETAILS AND CONSTRUCTION STANDARDS, STATE CONSTRUCTION STANDARDS, OSHA REGULATIONS AND OTHER APPLICABLE CONTRACT DOCUMENTS.
- A COPY OF THE CONSTRUCTION DRAWINGS BEARING THE APPROVAL STAMP FROM THE CITY OF MEBANE SHALL ALWAYS BE ON SITE AND AVAILABLE.
- MATERIAL SUBMITTALS TO BE APPROVED BY THE CITY OF MEBANE PRIOR TO ORDERING MATERIAL.
- MODIFICATION TO THE APPROVED DRAWINGS SHALL NOT BE MADE WITHOUT THE WRITTEN APPROVAL OF THE DESIGN ENGINEER AND THE CITY OF MEBANE.
- PRIOR TO CONSTRUCTION, ALL NECESSARY PERMITS TO COMPLETE THE CONSTRUCTION SHOULD BE ACQUIRED AND FOLLOWED.
- PRIOR TO STARTING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION CONFERENCE WITH THE CITY OF MEBANE, OWNER/REP, PLANNING, EROSION CONTROL, GEOTECHNICAL ENGINEER, ALL SUB-CONTRACTORS, AND ENGINEER/REP.
- GEOTECHNICAL SPREADSHEET TO BE PROVIDED TO THE CITY PRIOR TO PRE-CONSTRUCTION MEETING FOR REVIEW. SPREADSHEET TO ACCOMPANY GEOTECHNICAL REPORTS.
- ALL SOIL WITHIN THE RIGHT OF WAY AND PUBLIC EASEMENTS SHALL BE COMPACTED TO CITY OF MEBANE SPECIFICATIONS. CITY REPRESENTATIVE TO BE NOTIFIED 24 HOURS IN ADVANCE AND GIVEN THE OPPORTUNITY TO BE PRESENT DURING GEOTECH TESTING.
- ALL UTILITY SEPARATIONS SHALL MEET THE REQUIREMENTS AS STATED IN THE CITY OF MEBANE CONSTRUCTION DOCUMENTS CHECKLIST. ALL UTILITY SEPARATIONS TO BE FIELD VERIFIED DURING INSTALLATION AND AS-INSTALLED SEPARATION LABELED ON AS-BUILT DRAWINGS. CONTRACTOR SHALL PROVIDE DESIGN ENGINEER VERIFICATION OF AS-INSTALLED SEPARATIONS TO BE INCLUDED ON AS-BUILT DRAWINGS SUBMITTED TO STATE.
- ALL WATER MAIN TO INCLUDE TWO FORMS OF RESTRAINT (MEGA-LUGS AND BLOCKING) AND CONFORM TO THE DISTANCES STATED IN DETAIL W-26.
- TESTING PROCEDURES PER CITY OF MEBANE STANDARDS AS FOLLOWS: WATER LINE - PRESSURE TEST, CHLORINATE, BAC-T. SANITARY SEWER - PRESSURE TEST, VACUUM TEST MANHOLES, MANDREL, VIDEO, STORM SEWER - VIDEO, CONCRETE - CYLINDERS EVERY 30 YARDS, ROADWAY - DENSITY AND PROOF ROLL. ASPHALT - CORES FOR BINDER, NUCLEAR DENSITY GAUGE TESTS ON FINAL LIFT.
- FOR ALL PROJECTS WHERE THE FINAL LIFT OF ASPHALT IS NOT ANTICIPATED PRIOR TO THE ONSET OF WINTER, ALL MANHOLES AND VALVE BOXES ARE TO BE ADJUSTED FLUSH WITH THE BINDER COURSE. THE FINAL ADJUSTMENT TO FINISH GRADE WILL NOT BE DONE UNTIL IMMEDIATELY PRIOR TO THE PLACEMENT OF THE FINAL LIFT OF SURFACE COURSE.
- CLASS III RCP SHALL HAVE A MINIMUM OF 3' OF COVER WITHIN THE ROW PER NCDOT REQUIREMENTS, WHERE 3' OF COVER IS NOT PROVIDED, CLASS IV RCP.
- ALL DRAINAGE SWALES SHALL HAVE A MINIMUM OF 1% SLOPE.
- ALL THIRD-PARTY UTILITIES TO ACQUIRE AN ENCROACHMENT AGREEMENT WITH THE CITY OF MEBANE PRIOR TO STARTING INSTALLATION.
- BORROW PIT LOCATIONS TO BE SURVEYED FOR IN FIELD VERIFICATION AND BE IDENTIFIED ON THE PLAN.
- UNDER ABSOLUTELY NO CIRCUMSTANCES SHALL ANY UNMANNED EXCAVATION BE LEFT OPEN OR UNPROTECTED DURING NON-WORKING HOURS. UTILIZE SIGNS, BARRICADES, ETC. TO ENSURE THE SAFETY OF THE GENERAL PUBLIC.
- WHEN STAKING WATER LINE, CURB RADIUS POINTS SHOULD ALSO BE STAKED TO ENSURE VALVES ARE PLACED OUTSIDE OF CURB LINE AND HANDICAP RAMP TRUNCATED DOMES.
- CONTRACTOR RESPONSIBLE FOR NOTIFYING THE CITY OF MEBANE AND THE DESIGN ENGINEER PRIOR TO TESTING WATER AND SEWER LINES TO COORDINATE SCHEDULING SINCE DESIGN ENGINEER WILL BE CERTIFYING AND MAY WANT TO WITNESS TESTING.
- CONTRACTOR TO SCHEDULE PUNCH LIST WALK THROUGH AFTER BINDER LIFT OF ASPHALT HAS BEEN INSTALLED.

**PROJECT INFORMATION & NOTES:**

SITE ADDRESS 4677 MRS WHITE LANE  
 COUNTY ALAMANCE  
 TOWNSHIP MELVILLE  
 PIN / PARCEL 9816-95-5507 / 166697  
 OLD TAX ID 10-1-43E  
 DEED REF BK: 4172, PG: 0029  
 PLAT REF BK: 048, PG: 0091

ZONING CODE, EXISTING R-20  
 ZONING CODE, PROPOSED R-20 (ALL ADJACENT PROPERTIES)  
 ADJACENT ZONES 10.01 ACRES (436,077 SF) BY SURVEY  
 SIZE 0.59 ACRES (25,606 SF) IN PRIVATE R/W

RIVER BASIN CAPE FEAR RIVER BASIN  
 WATERSHED GWA (GRAHAM-MEBANE LAKE BALANCE OF WATERSHED)

SOILS (2017) BOW (BALANCE OF WATERSHED), BACK CREEK C&C2 & C&C2 - CULLEN CLAY LOAM, GROUP B  
 E&B - ENON SANDY LOAM, GROUP C  
 M&B - MANDALE-SECREST COMPLEX, GROUP C/D  
 MAP PANEL #3710981600K, EFFECTIVE 11/17/17  
 ZONE X, NO FLOOD HAZARDS PRESENT

FEMA SINGLE FAMILY RESIDENTIAL  
 PROPOSED USE 18 UNIT SFH SUBDIVISION

R-12 DENSITY (3.63 UNITS PER ACRE OR 36 UNITS MAX)  
 STANDARD R-12 LOT SIZE 12,000 SF MIN  
 PROPOSED DENSITY 1.80 UNITS / ACRE  
 FRONT YARD SETBACK 30' MINIMUM  
 SIDE YARD SETBACK \*7.5' MINIMUM  
 REAR YARD SETBACK 25' MINIMUM  
 BUILDING HEIGHT 40' MAXIMUM  
 LOT COVERAGE 30% MAXIMUM

PARKING REQUIREMENT 2 SPACES PER HOME + 0.5 SPACES PER BEDROOM OVER 2  
 PARKING REQUIREMENTS BEING MET WITH DRIVEWAYS AND/OR GARAGES  
 HOMES TO BE A MIX OF 3 & 4 BEDROOMS = 54 TOTAL SPACES MAX.

LANDSCAPE & BUFFERING - NOT REQUIRED FOR CLASS 2 USES  
 PERIMETERS BUFFERS 20' WIDE (1 CANOPY PER 40 LF OF STREETScape +  
 STREETScape 1 UNDERSTORY PER 20 LF OF STREETScape)

NOTE SURVEY SHOWN HERE WAS PERFORMED BY R.S. JONES AND ASSOCIATES IN  
 STATED IN DETAIL W-26

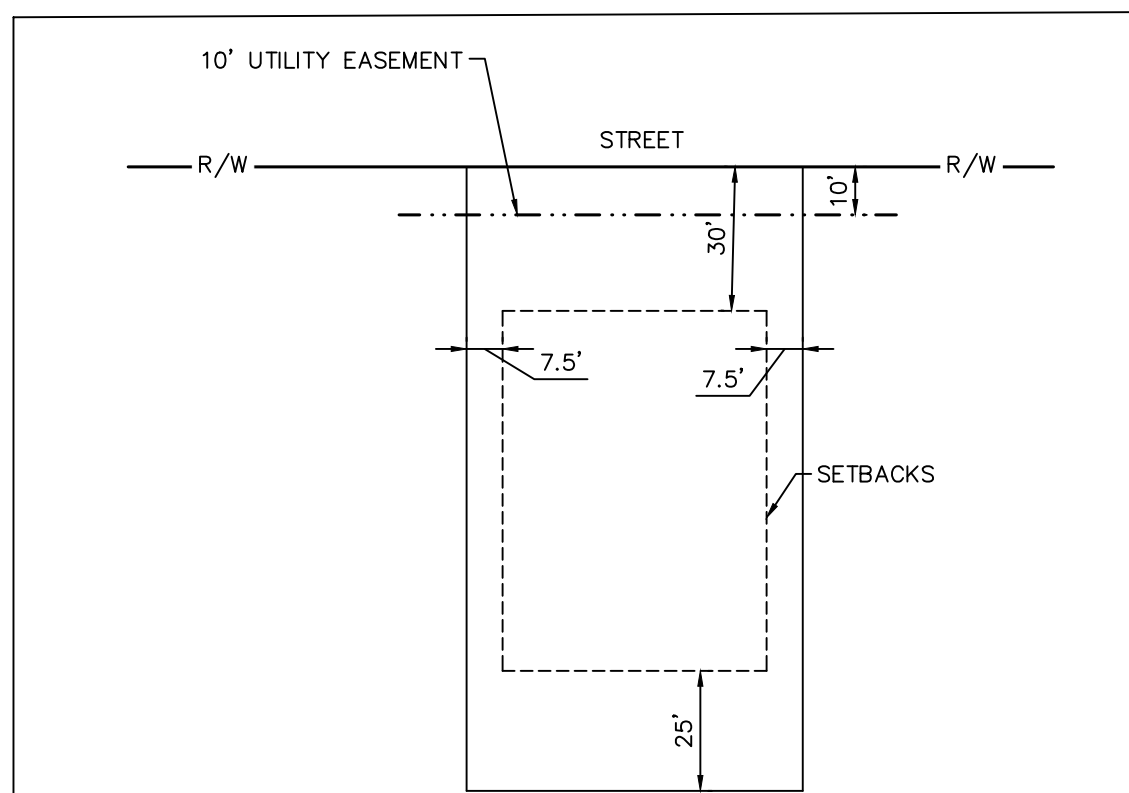
SUBDIVISION REQUIRES CITY OF MEBANE ANNEXATION PRIOR TO UTILITY CONNECTION.  
 ALL PRIVATE COMMON OPEN SPACE INCLUDING STORMWATER CONTROL MEASURES,  
 DRAINAGE SWALES WITH PRIVATE EASEMENTS, STREET LIGHTS, MAIL KIOSK, AND  
 OTHER COMMON ELEMENTS ARE THE RESPONSIBILITY OF THE HOME OWNERS  
 ASSOCIATION TO OWN AND MAINTAIN.

ALL PRESERVED TREES ARE TO BE PROTECTED VIA TREE PROTECTION FENCING. NO  
 LAND DISTURBANCE ALLOWED IN PROTECTED AREAS. NCDOT EROSION CONTROL  
 PLAN REVIEW AND PERMIT REQUIRED PRIOR TO LAND DISTURBANCE.

AREA OF DISTURBANCE TO BE DETERMINED WITH EROSION CONTROL PLAN  
 SUBMITTAL.

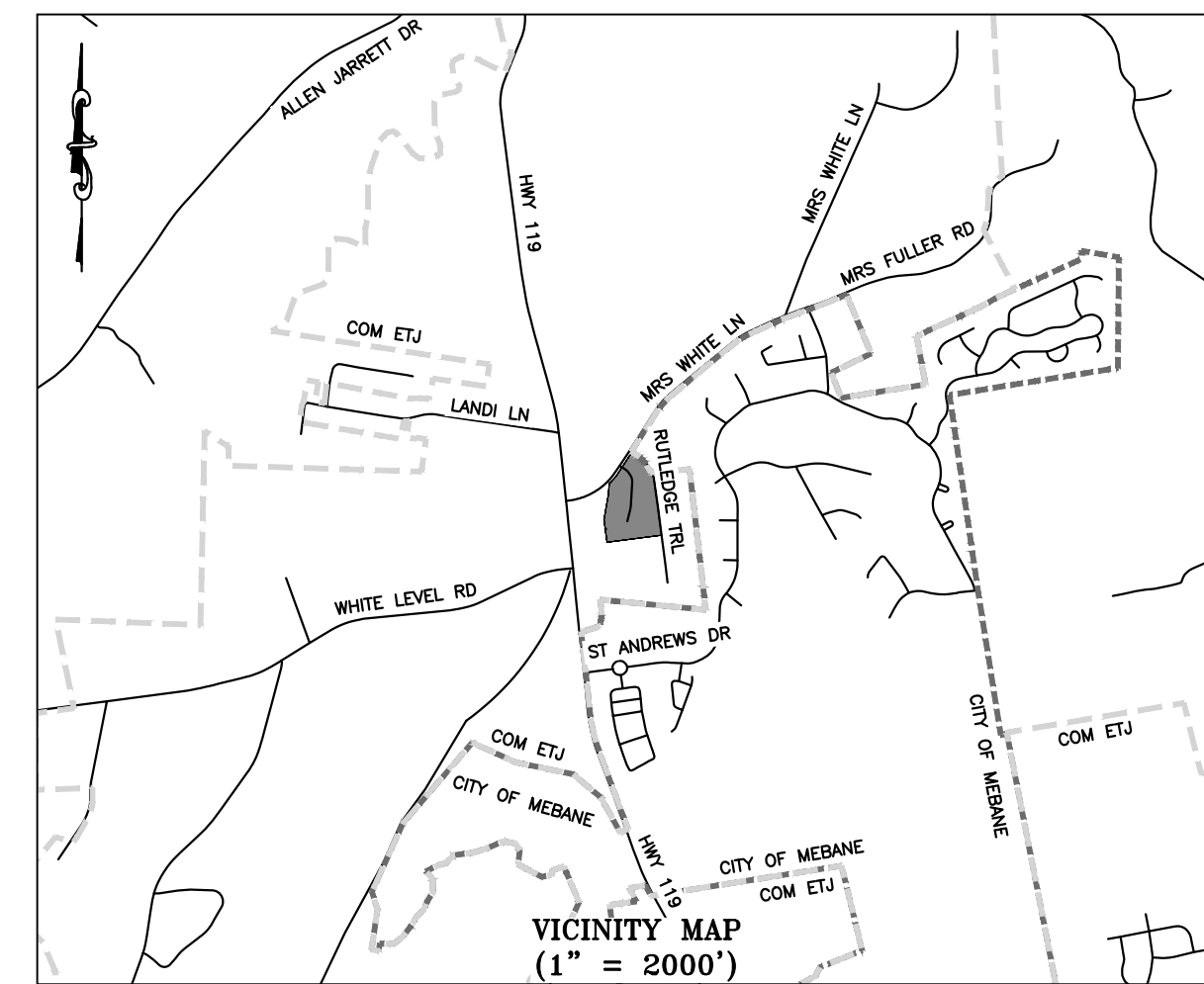
**WAIVERS REQUESTED:**

- WAIVER REQUESTED FOR REDUCED SIDE SETBACKS (UDO TABLE 4-2-1). MINIMUM SIDE SETBACK OF 7.5' PROPOSED.
- WAIVER REQUESTED FOR REDUCED LOT WIDTH (UDO TABLE 4-2-1). MINIMUM LOT WIDTH OF 65' PROPOSED.
- WAIVER REQUESTED REGARDING THE LOT WIDTHS REQUIRED FOR A GRASS LINED SWALES IN LIEU OF CURB & GUTTER (UDO ARTICLE 7-6.5.G.6(B)). MINIMUM LOT WIDTH OF 65' PROPOSED.



SETBACKS:  
 FRONT: 30' REAR: 25'  
 SIDE\*: 7.5' CORNER SIDE: N/A  
 12,000 SF LOTS MINIMUM  
 \* WAIVER REQUESTED FOR SIDE SETBACKS

**SETBACK EXHIBIT**



**SURVEYOR:**

ROBERT S. JONES (L-3939)  
 R.S. JONES & ASSOCIATES INC. (C-2565)  
 201 WEST CLAY STREET  
 MEBANE, NC 27302  
 PHONE: 919-563-3623  
 FAX: 919-563-0086  
 BOBBY@RSJSURVEYORS.COM

**CIVIL ENGINEER:**

CHARLES P. KOCH P.E.  
 EARTHCENTRIC ENGINEERING, INC.  
 204 WEST CLAY STREET  
 MEBANE, NC 27302  
 PHONE: 919-563-9041  
 FAX: 919-304-3234  
 PHIL.KOCH@EARTHCENTRIC.COM

**OWNER/DEVELOPER:**

RYAN TANNER  
 TANNER BUILT HOMES, LLC  
 3122 BATTLEGROUND AVE  
 SUITE B  
 GREENSBORO, NC 27408  
 336-637-4094  
 RYAN@TANNERBUILTHOMES.COM

**EarthCentric Engineering, Inc.**  
 Licence # C-2638  
 204 W. Clay Street  
 Mebane, NC 27302  
 Phone: (919) 563-9041  
 Fax: (919) 304-3234  
 E-Mail: Phil.Koch@EarthCentric.com

**PRELIMINARY NOT FOR CONSTRUCTION**  
 PRINCIPAL ENGINEER  
 PHIL KOCH - NCPE #22634

**MILL RUN**  
 4677 MRS. WHITE LANE, MEBANE NC  
 COVER SHEET

REV.	DATE	DESCRIPTION	BY
1	02/23/2022	PER TRC COMMENTS	CPK
2	05/05/2022	PER TRC COMMENTS	SCS
3	06/07/2022	PLANNING BOARD SET	SCS

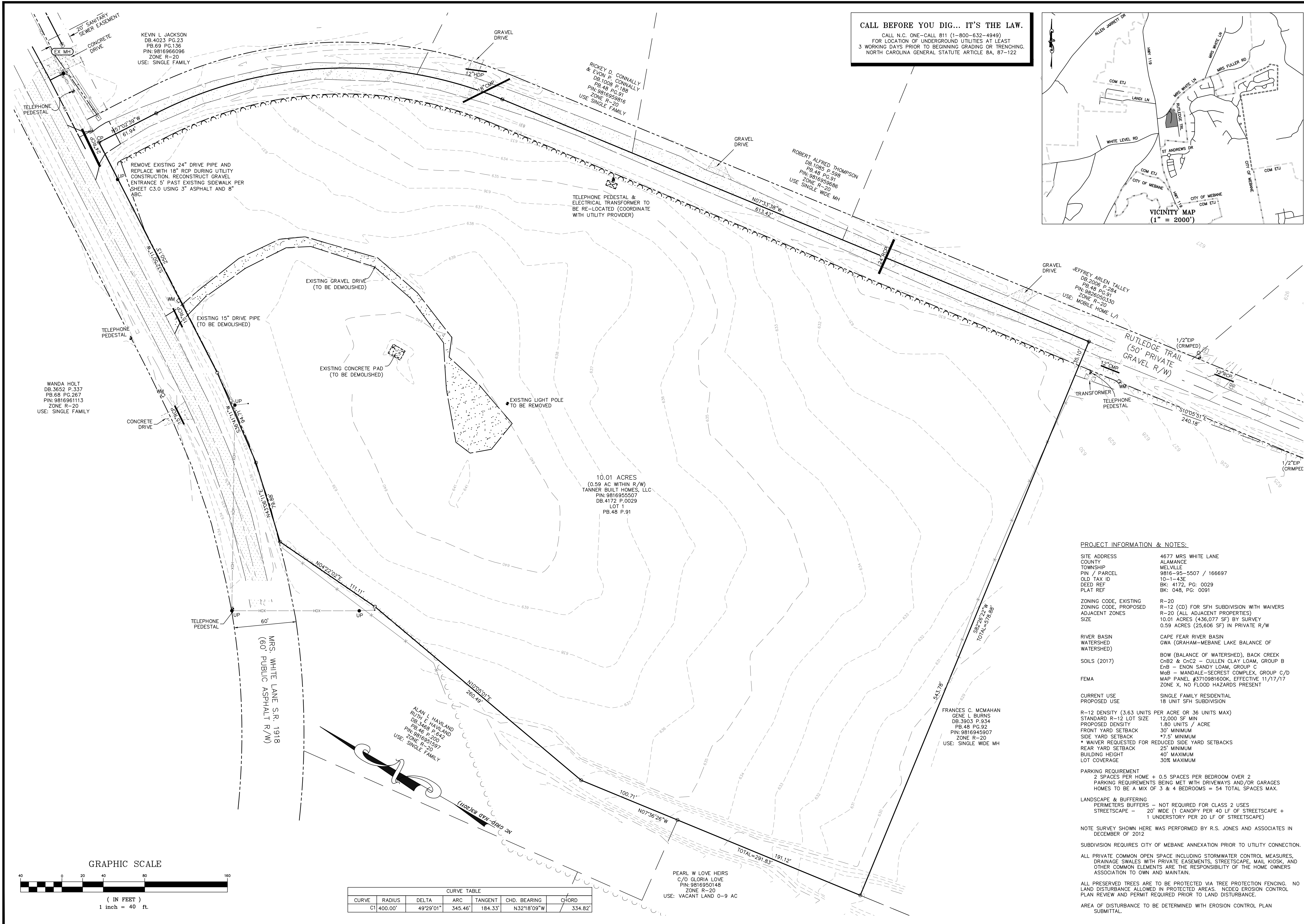
DATE:	APRIL 13, 2021
HORIZONTAL SCALE:	1" = 40'
VERTICAL SCALE:	N/A
PROJECT MANAGER:	CPK
DRAWN BY:	CPK
PROJECT NO.:	21-08
DRAWING NAME:	21-06 WORKING

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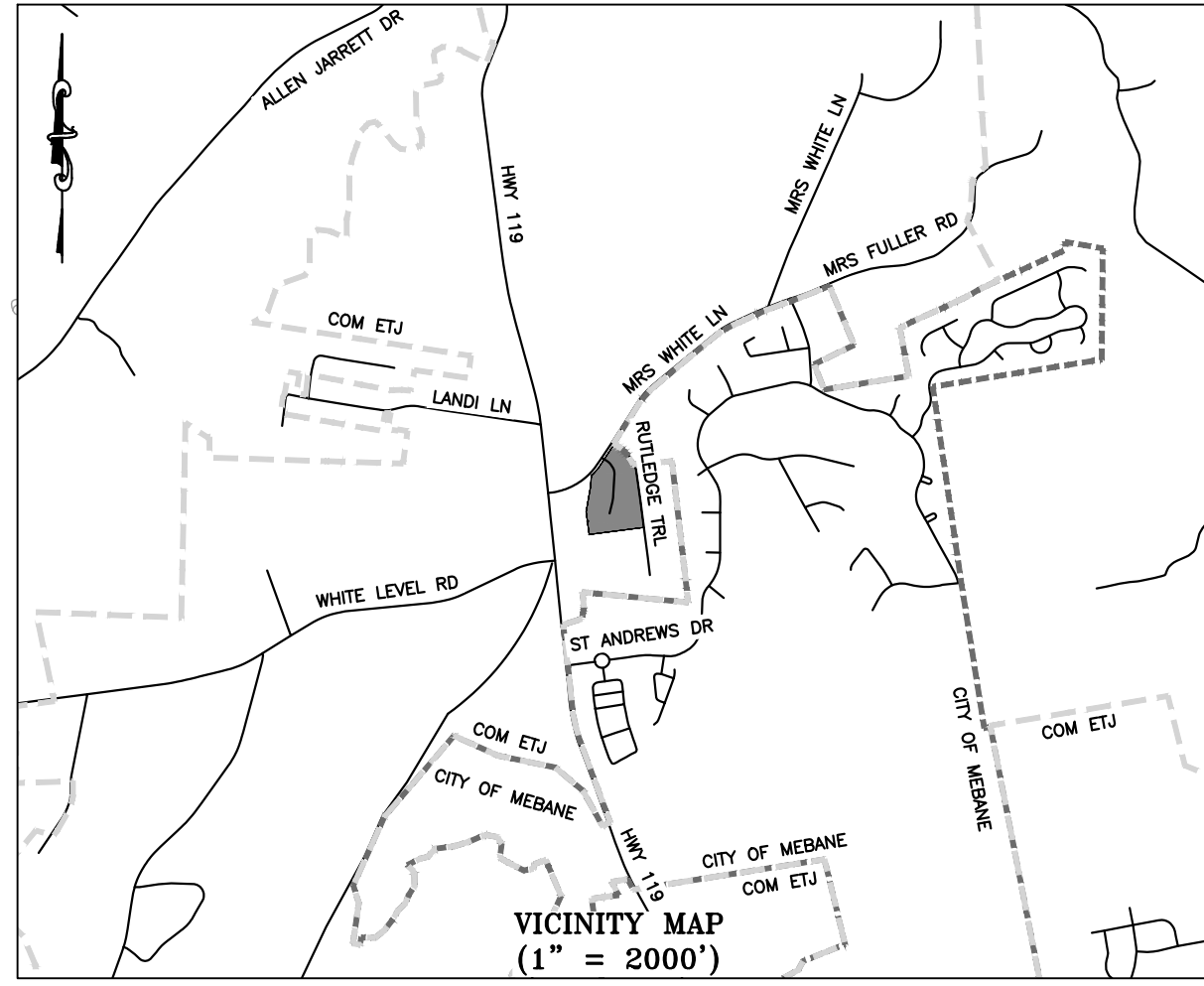
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**SHEET NO.**  
**C1.1**  
 SITE PLAN

**CALL BEFORE YOU DIG... IT'S THE LAW.**  
 CALL N.C. ONE-CALL 811 (1-800-632-4949)  
 FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST  
 3 WORKING DAYS PRIOR TO BEGINNING GRADING OR TRENCHING.  
 NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122



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 NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122



**EarthCentric Engineering, Inc.**  
 Licence # C-2638  
 204 W. Clay Street  
 Mebane, NC 27302  
 Phone: (919) 563-9041  
 Fax: (919) 304-3234  
 E-Mail: Phil.Koch@EarthCentric.com

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

PRINCIPAL ENGINEER  
 PHIL KOCH - NCPE #22634

**MILL RUN**  
 4677 MRS. WHITE LANE, MEBANE NC

**EXISTING CONDITIONS  
 & DEMOLITION PLAN**

**PROJECT INFORMATION & NOTES:**

SITE ADDRESS: 4677 MRS WHITE LANE  
 COUNTY: ALAMANCE  
 TOWNSHIP: MELVILLE  
 PIN / PARCEL: 9816-95-5507 / 166697  
 OLD TAX ID: 10-1-43E  
 DEED REF: BK: 4172, PG: 0029  
 PLAT REF: BK: 048, PG: 0091

ZONING CODE, EXISTING: R-20  
 ZONING CODE, PROPOSED: R-12 (CD) FOR SFH SUBDIVISION WITH WAIVERS  
 ADJACENT ZONES: R-20 (ALL ADJACENT PROPERTIES)  
 SIZE: 10.01 ACRES (436,077 SF) BY SURVEY  
 0.59 ACRES (25,606 SF) IN PRIVATE R/W

RIVER BASIN: CAPE FEAR RIVER BASIN  
 WATERSHED: OWA (GRAHAM-MEBANE LAKE BALANCE OF WATERSHED)

SOILS (2017): BOW (BALANCE OF WATERSHED), BACK CREEK ChB2 & ChC2 - CULLEN CLAY LOAM, GROUP B  
 EnB - ENON SANDY LOAM, GROUP C  
 M4B - MANDALE-SECREST COMPLEX, GROUP C/D  
 MAP PANEL #3710981600K, EFFECTIVE 11/17/17  
 ZONE X, NO FLOOD HAZARDS PRESENT

FEMA: NONE

CURRENT USE: SINGLE FAMILY RESIDENTIAL  
 PROPOSED USE: 18 UNIT SFH SUBDIVISION

R-12 DENSITY (3.63 UNITS PER ACRE OR 36 UNITS MAX)  
 STANDARD R-12 LOT SIZE: 12,000 SF MIN  
 PROPOSED DENSITY: 1.80 UNITS / ACRE  
 FRONT YARD SETBACK: 30' MINIMUM  
 SIDE YARD SETBACK: \*7.5' MINIMUM  
 \* WAIVER REQUESTED FOR REDUCED SIDE YARD SETBACKS  
 REAR YARD SETBACK: 25' MINIMUM  
 BUILDING HEIGHT: 40' MAXIMUM  
 LOT COVERAGE: 30% MAXIMUM

PARKING REQUIREMENT: 2 SPACES PER HOME + 0.5 SPACES PER BEDROOM OVER 2  
 PARKING REQUIREMENTS BEING MET WITH DRIVEWAYS AND/OR GARAGES  
 HOMES TO BE A MIX OF 3 & 4 BEDROOMS = 54 TOTAL SPACES MAX.

LANDSCAPE & BUFFERING: PERIMETERS BUFFERS - NOT REQUIRED FOR CLASS 2 USES  
 STREETScape - 20' WIDE (1 CANOPY PER 40 LF OF STREETScape + 1 UNDERSTORY PER 20 LF OF STREETScape)

NOTE SURVEY SHOWN HERE WAS PERFORMED BY R.S. JONES AND ASSOCIATES IN DECEMBER OF 2012

SUBDIVISION REQUIRES CITY OF MEBANE ANNEXATION PRIOR TO UTILITY CONNECTION.

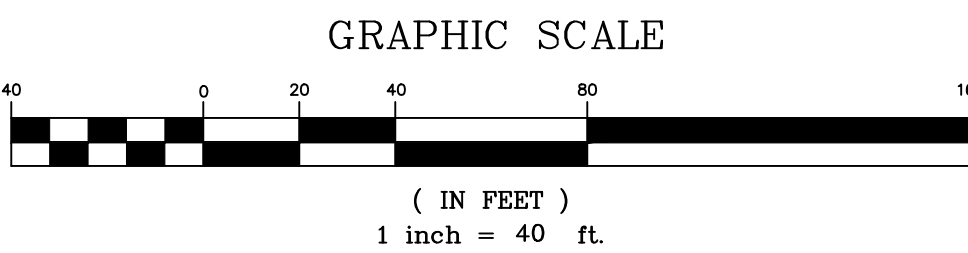
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ALL PRESERVED TREES ARE TO BE PROTECTED VIA TREE PROTECTION FENCING. NO LAND DISTURBANCE ALLOWED IN PROTECTED AREAS. NCECO EROSION CONTROL PLAN REVIEW AND PERMIT REQUIRED PRIOR TO LAND DISTURBANCE.

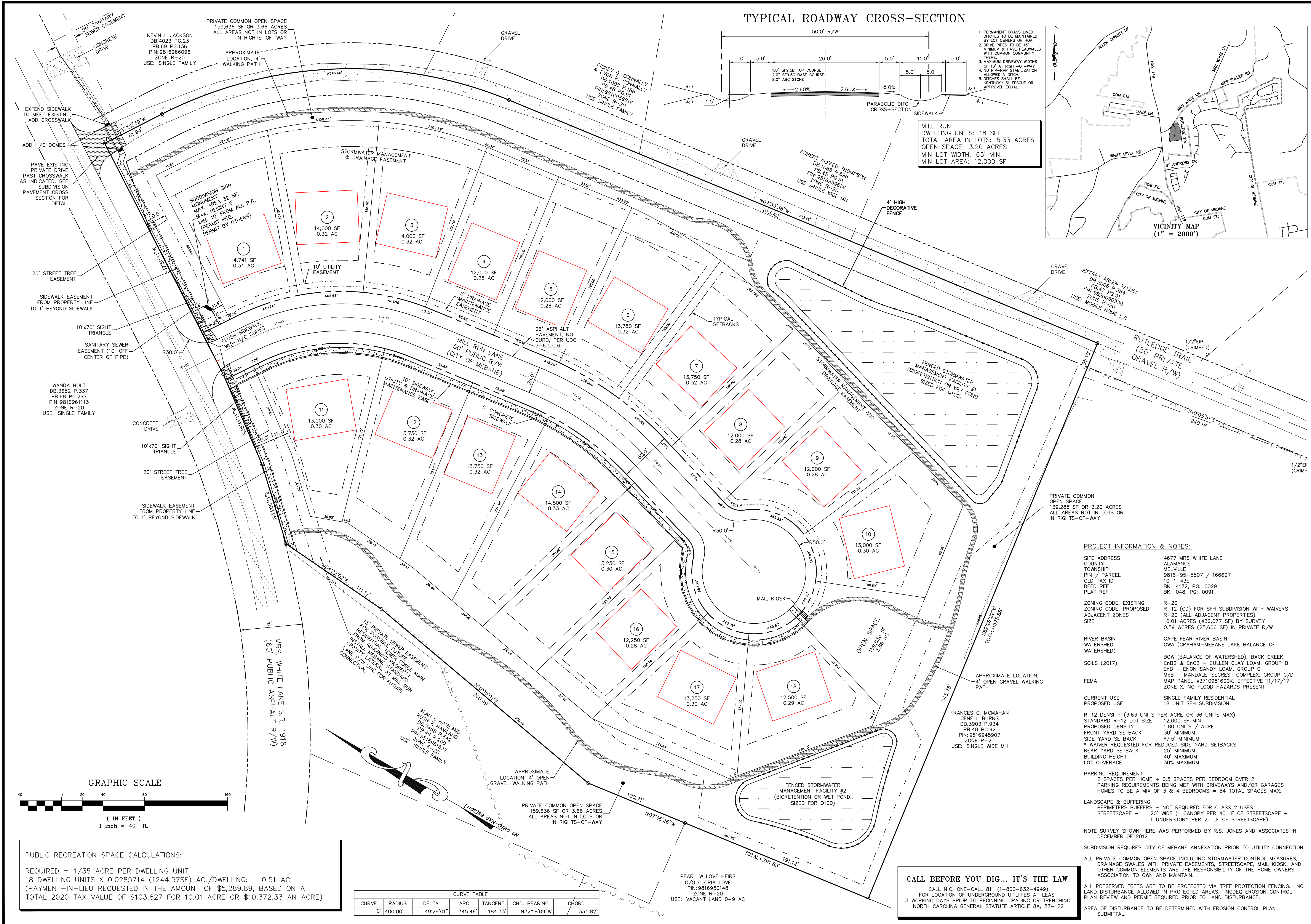
AREA OF DISTURBANCE TO BE DETERMINED WITH EROSION CONTROL PLAN SUBMITTAL.

REV.	DATE	DESCRIPTION	BY	CHK
1	02/23/2022	PER TRC COMMENTS	CPK	SCS
2	05/05/2022	PER TRC COMMENTS	SCS	SCS
3	06/07/2022	PLANNING BOARD SET	SCS	SCS

DATE: APRIL 13, 2021  
 HORIZONTAL SCALE: 1" = 40'  
 VERTICAL SCALE: N/A  
 PROJECT MANAGER: CPK  
 DRAWN BY: CPK  
 PROJECT NO.: 21-08  
 DRAWING NAME: 21-06 WORKING



CURVE	RADIUS	DELTA	ARC	TANGENT	CHD. BEARING	CHORD
C1	400.00'	49°29'01"	345.46'	184.33'	N32°18'09"W	334.82'



**EarthCentric Engineering, Inc.**  
Licence # C-2638  
204 W. Clay Street  
Mebane, NC 27302  
Phone: (919) 563-9041  
Fax: (919) 304-3234  
E-Mail: Phil.Koeh@EarthCentric.com

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

PRINCIPAL ENGINEER  
PHIL KOECH - NCPE #22634

**MILL RUN  
SITE PLAN**

4677 MRS. WHITE LANE, MEBANE NC

REV.	DATE	DESCRIPTION	BY
1	02/23/2022	PER TRC COMMENTS	CPK
2	05/05/2022	PER TRC COMMENTS	SCS
3	06/07/2022	PLANNING BOARD SET	SCS

DATE: APRIL 13, 2021  
HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: NA  
PROJECT MANAGER: CPK  
DRAWN BY: CPK  
PROJECT NO.: 21-58  
DRAWING NAME: 21-58 WORKING

**SHEET NO.**

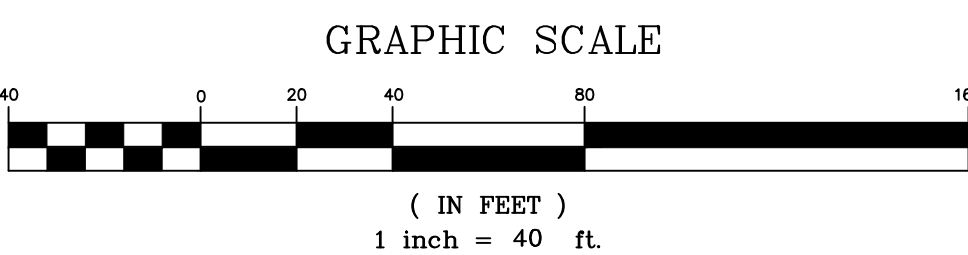
**C3.0**

SITE PLAN

**PUBLIC RECREATION SPACE CALCULATIONS:**

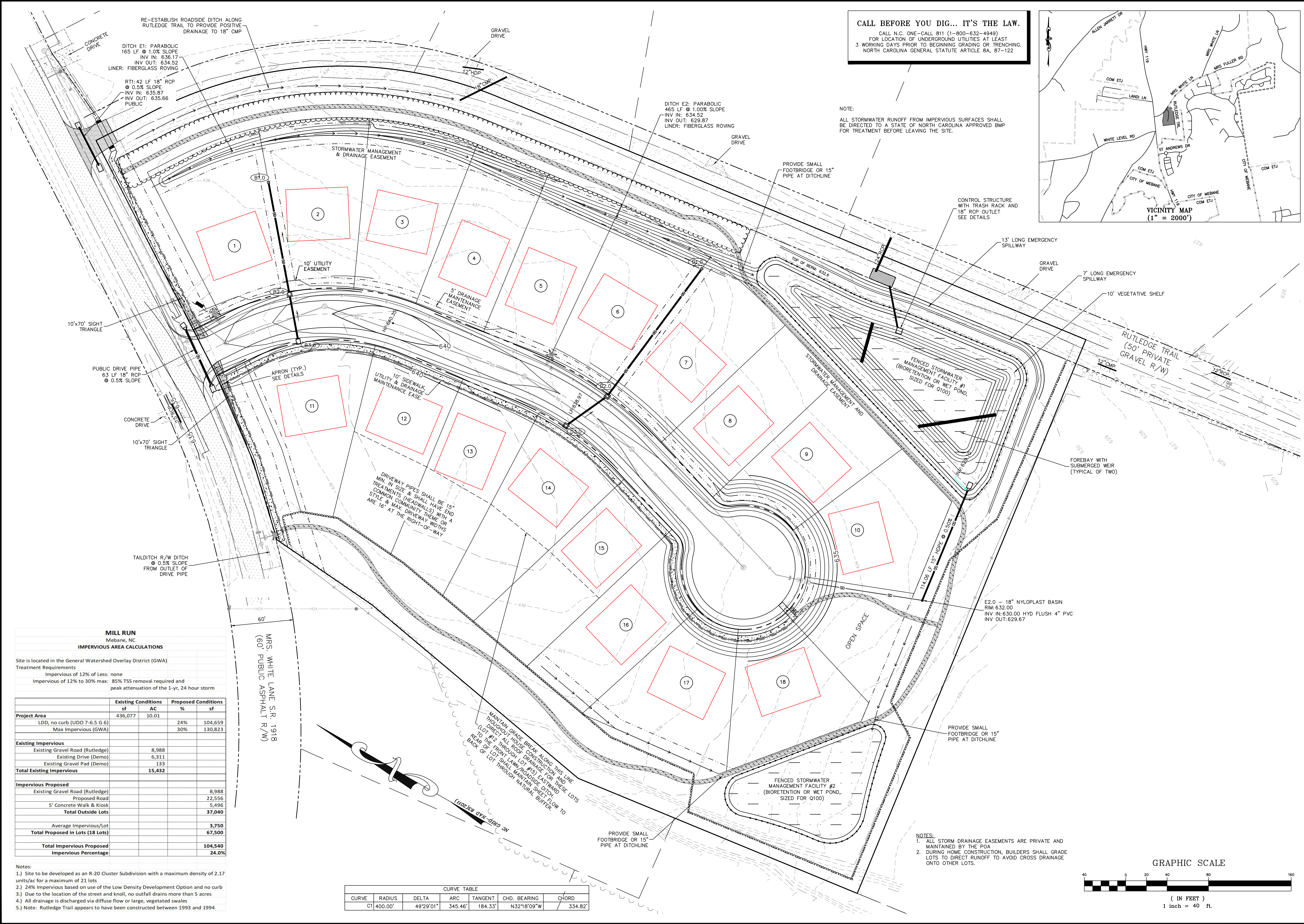
REQUIRED = 1/35 ACRE PER DWELLING UNIT  
18 DWELLING UNITS X 0.0285714 (1244.57SF) AC./DWELLING: 0.51 AC.  
(PAYMENT-IN-LIEU REQUESTED IN THE AMOUNT OF \$5,289.89, BASED ON A TOTAL 2020 TAX VALUE OF \$103,827 FOR 10.01 ACRE OR \$10,372.33 AN ACRE)

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	TANGENT	CHD. BEARING
C1	400.00'	49°29'01"	345.46'	184.33'	N32°18'09"W
					334.82'

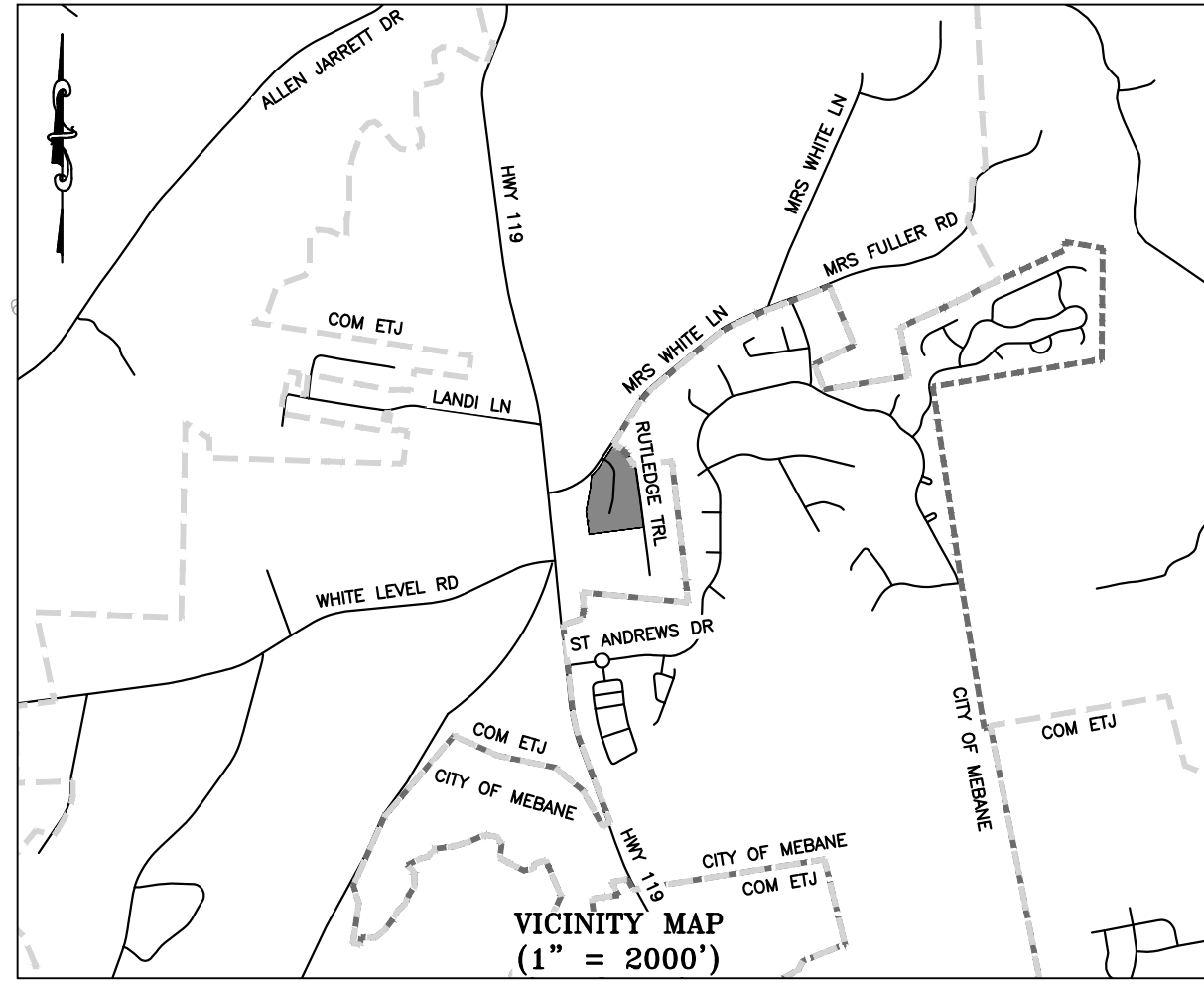


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CALL N.C. ONE-CALL 811 (1-800-632-4949)  
FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST 3 WORKING DAYS PRIOR TO BEGINNING GRADING OR TRENCHING.  
NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122



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 3 WORKING DAYS PRIOR TO BEGINNING GRADING OR TRENCHING.  
 NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122



NOTE:  
 ALL STORMWATER RUNOFF FROM IMPERVIOUS SURFACES SHALL  
 BE DIRECTED TO A STATE OF NORTH CAROLINA APPROVED BMP  
 FOR TREATMENT BEFORE LEAVING THE SITE.

**EarthCentric Engineering, Inc.**  
 Licence # C-2638  
 204 W. Clay Street  
 Mebane, NC 27302  
 Phone: (919) 563-9041  
 Fax: (919) 304-3234  
 E-Mail: Phil.Koch@EarthCentric.com

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**  
 PRINCIPAL ENGINEER  
 PHIL KOCH - NCPE #22634

**MILL RUN**  
 4677 MRS. WHITE LANE, MEBANE NC  
**GRADING & STORM  
 DRAINAGE PLAN**

**MILL RUN**  
 Mebane, NC  
**IMPERVIOUS AREA CALCULATIONS**

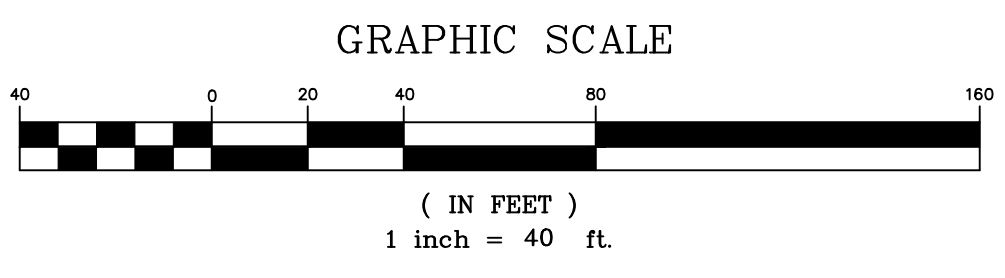
Site is located in the General Watershed Overlay District (GWA)  
 Treatment Requirements  
 Impervious of 12% or Less: none  
 Impervious of 12% to 30% max: 85% TSS removal required and  
 peak attenuation of the 1-yr, 24 hour storm

Project Area	Existing Conditions		Proposed Conditions	
	sf	AC	%	sf
LDD, no curb (UDO 7-6.5 G 6)			24%	104,659
Max Impervious (GWA)			30%	130,823
<b>Existing Impervious</b>				
Existing Gravel Road (Rutledge)	8,988			
Existing Drive (Demo)	6,311			
Existing Gravel Pad (Demo)	133			
<b>Total Existing Impervious</b>	<b>15,432</b>			
<b>Impervious Proposed</b>				
Existing Gravel Road (Rutledge)	8,988			
Proposed Road	22,556			
5' Concrete Walk & Kiosk	5,496			
<b>Total Outside Lots</b>	<b>37,040</b>			
Average Impervious/Lot	3,750			
<b>Total Proposed in Lots (18 Lots)</b>	<b>67,500</b>			
<b>Total Impervious Proposed</b>				<b>104,540</b>
<b>Impervious Percentage</b>				<b>24.0%</b>

Notes:  
 1.) Site to be developed as an R-20 Cluster Subdivision with a maximum density of 2.17 units/ac for a maximum of 21 lots  
 2.) 24% Impervious based on use of the Low Density Development Option and no curb  
 3.) Due to the location of the street and knoll, no outfall drains more than 5 acres  
 4.) All drainage is discharged via diffuse flow or large, vegetated swales  
 5.) Note: Rutledge Trail appears to have been constructed between 1993 and 1994

**CURVE TABLE**

CURVE	RADIUS	DELTA	ARC	TANGENT	CHD. BEARING	CHORD
C1	400.00'	49°29'01"	345.46'	184.33'	N32°18'09"W	334.82'



REV.	DATE	DESCRIPTION	BY	CHK
1	02/23/2022	PER TRC COMMENTS	SCS	SCS
2	05/05/2022	PER TRC COMMENTS	SCS	SCS
3	06/07/2022	PLANNING BOARD SET	SCS	SCS

DATE: APRIL 13, 2021  
 HORIZONTAL SCALE: 1" = 40'  
 VERTICAL SCALE: N/A  
 PROJECT MANAGER: CPK  
 DRAWN BY: CPK  
 PROJECT NO: 21-08  
 DRAWING NAME: 21-06 WORKING

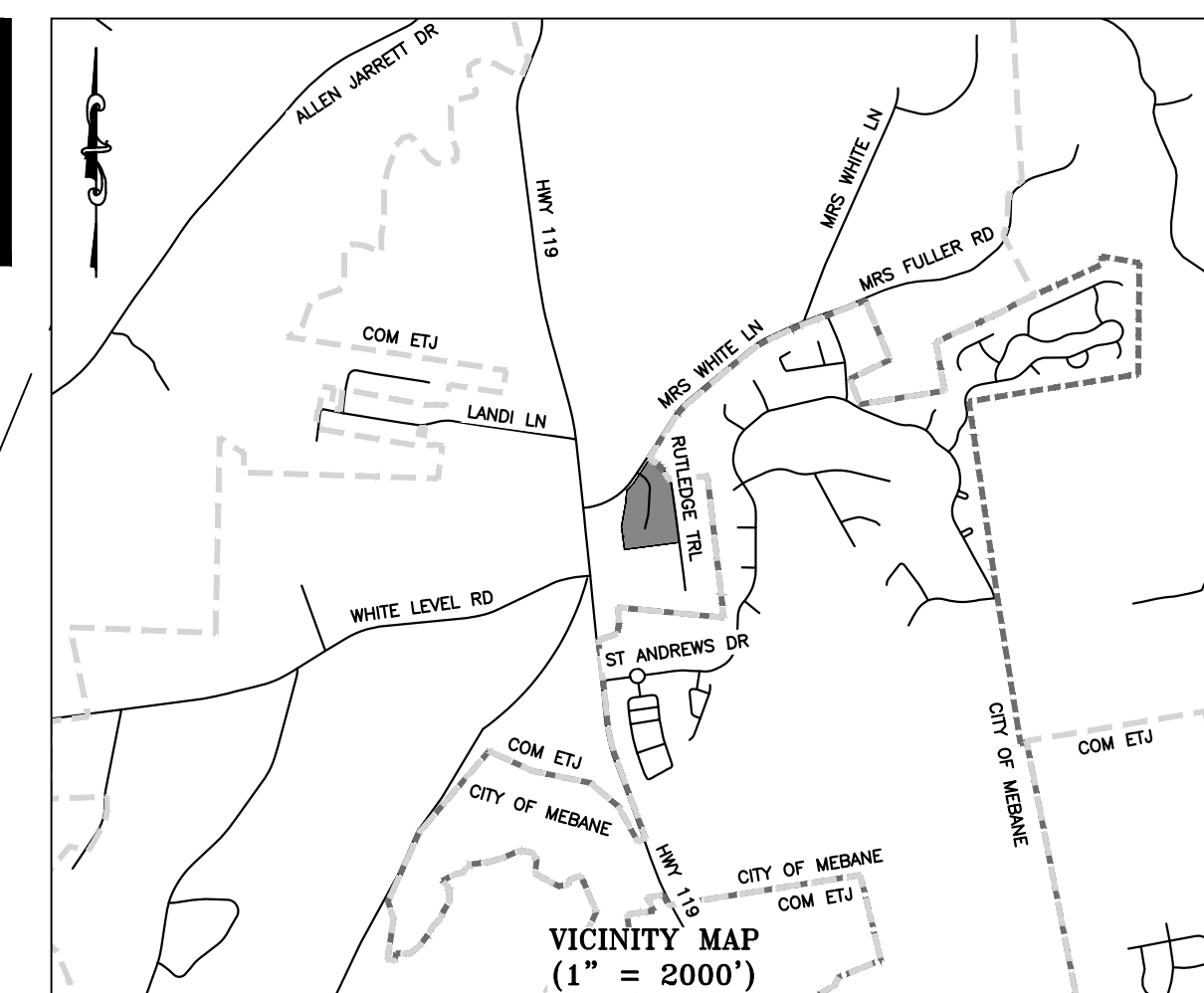
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**SHEET NO.**  
**C4.0**  
 SITE PLAN

CALL BEFORE YOU DIG... IT'S THE LAW.

CALL N.C. ONE-CALL 811 (1-800-632-4949) FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST 3 WORKING DAYS PRIOR TO BEGINNING GRADING OR TRENCHING. NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122

UTILITY NOTES:

- 1. SUBDIVISION TO BE ANNEXED INTO THE CITY OF MEBANE AND SERVICED BY CITY WATER & SEWER. ANNEXATION MUST BE COMPLETED PRIOR TO UTILITY CONNECTION.



EarthCentric Engineering, Inc. License # C-2638

204 W. Clay Street Mebane, NC 27302 Phone: (919) 563-9041 Fax: (919) 304-3234 E-Mail: Phil.Koch@EarthCentric.com

PRELIMINARY NOT FOR CONSTRUCTION PRINCIPAL ENGINEER PHIL KOCH - NCPCE #22634

MILL RUN 4677 MRS. WHITE LANE, MEBANE NC UTILITY PLAN

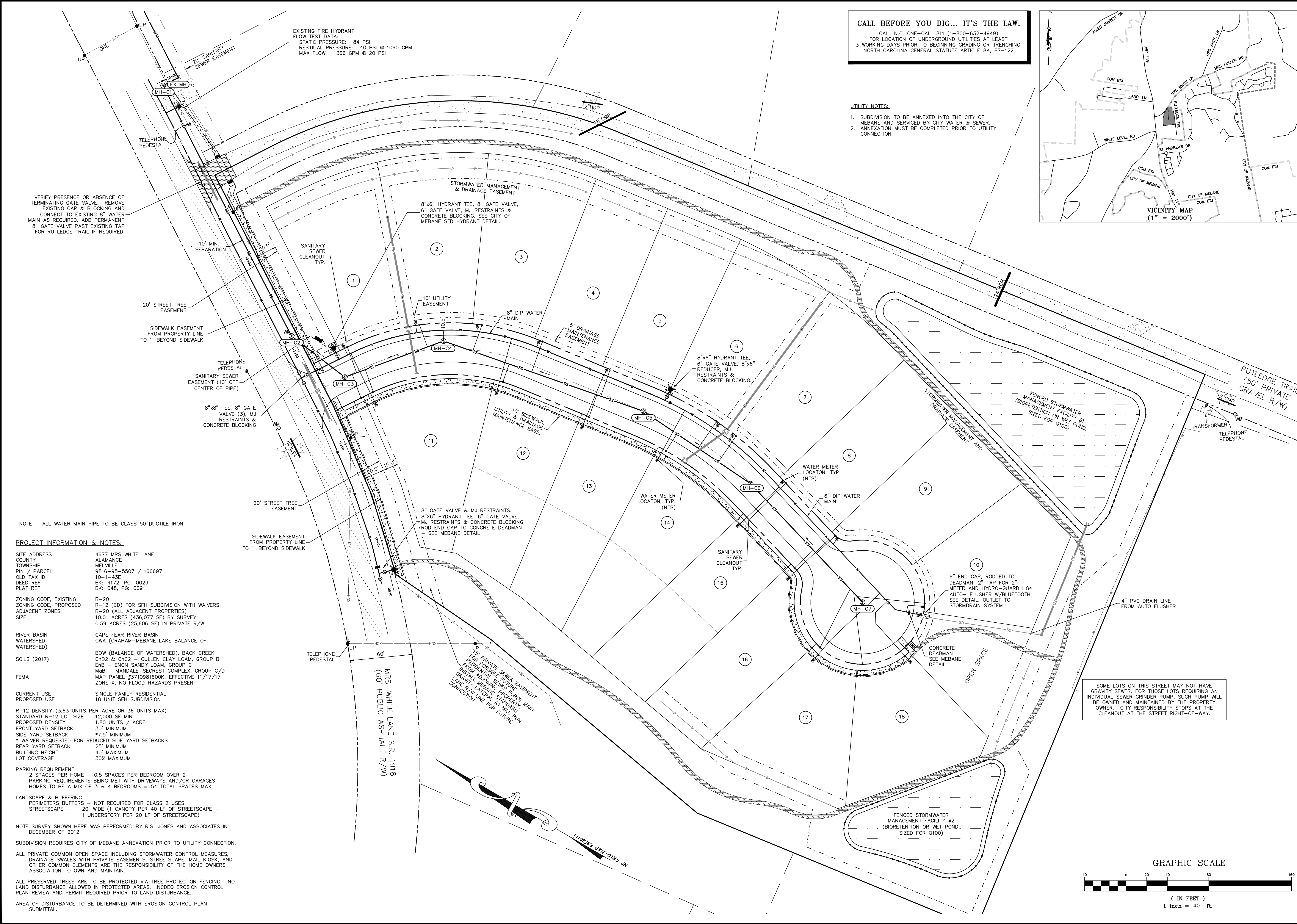
Table with columns: REV, DATE, DESCRIPTION, BY, CPK, SCS. Rows 1-3 detailing revision history.

Table with columns: DATE, HORIZONTAL SCALE, VERTICAL SCALE, PROJECT MANAGER, DRAWN BY, PROJECT NO., DRAWING NAME. Values include APRIL 13, 2021, 1" = 40', N/A, CPK, etc.

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SHEET NO. C5.0 SITE PLAN



EXISTING FIRE HYDRANT FLOW TEST DATA: STATIC PRESSURE: 84 PSI RESIDUAL PRESSURE: 40 PSI @ 1060 GPM MAX FLOW: 1366 GPM @ 20 PSI

VERIFY PRESENCE OR ABSENCE OF TERMINATING GATE VALVE. REMOVE EXISTING CAP & BLOCKING AND CONNECT TO EXISTING 8" WATER-MAIN AS REQUIRED. ADD PERMANENT 8" GATE VALVE PAST EXISTING TAP FOR RUTLEDGE TRAIL IF REQUIRED.

NOTE - ALL WATER MAIN PIPE TO BE CLASS 50 DUCTILE IRON

PROJECT INFORMATION & NOTES:

SITE ADDRESS 4677 MRS WHITE LANE ALAMANCE COUNTY MELVILLE 9816-95-5507 / 166697 PIN / PARCEL 9816-95-5507 / 166697 OLD TAX ID 10-1-43E DEED REF BK: 4172, PG: 0029 PLAT REF BK: 048, PG: 0091 ZONING CODE, EXISTING R-20 ZONING CODE, PROPOSED R-12 (CD) FOR SFH SUBDIVISION WITH WAIVERS ADJACENT ZONES R-20 (ALL ADJACENT PROPERTIES) SIZE 0.01 ACRES (436,077 SF) BY SURVEY 0.59 ACRES (25,606 SF) IN PRIVATE R/W RIVER BASIN CAPE FEAR RIVER BASIN WATERSHED GWA (GRAHAM-MEBANE LAKE BALANCE OF WATERSHED), BACK CREEK SOILS (2017) CnB2 & CnC2 - CULLEN CLAY LOAM, GROUP B E1B - ENON SANDY LOAM, GROUP C M6B - MANDALLE-SECREST COMPLEX, GROUP C/D FEMA MAP PANEL #3710981600K, EFFECTIVE 11/17/17 ZONE X, NO FLOOD HAZARDS PRESENT CURRENT USE SINGLE FAMILY RESIDENTIAL PROPOSED USE 18 UNIT SFH SUBDIVISION R-12 DENSITY (3.63 UNITS PER ACRE OR 36 UNITS MAX) STANDARD R-12 LOT SIZE 12,000 SF MIN PROPOSED DENSITY 1.80 UNITS / ACRE FRONT YARD SETBACK 30' MINIMUM SIDE YARD SETBACK \*7.5' MINIMUM \* WAIVER REQUESTED FOR REDUCED SIDE YARD SETBACKS REAR YARD SETBACK 25' MINIMUM BUILDING HEIGHT 40' MAXIMUM LOT COVERAGE 30% MAXIMUM PARKING REQUIREMENT 2 SPACES PER HOME + 0.5 SPACES PER BEDROOM OVER 2 PARKING REQUIREMENTS BEING MET WITH DRIVEWAYS AND/OR GARAGES HOMES TO BE A MIX OF 3 & 4 BEDROOMS = 54 TOTAL SPACES MAX.

LANDSCAPE & BUFFERING PERIMETERS BUFFERS - NOT REQUIRED FOR CLASS 2 USES STREETScape - 20' WIDE (1 CANOPY PER 40 LF OF STREETScape + 1 UNDERSTORY PER 20 LF OF STREETScape)

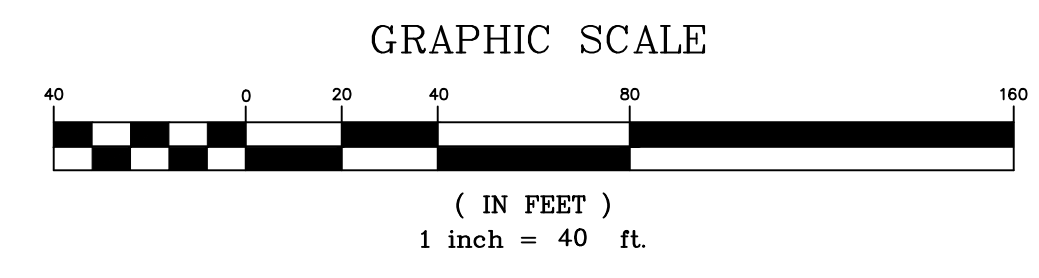
NOTE SURVEY SHOWN HERE WAS PERFORMED BY R.S. JONES AND ASSOCIATES IN DECEMBER OF 2012

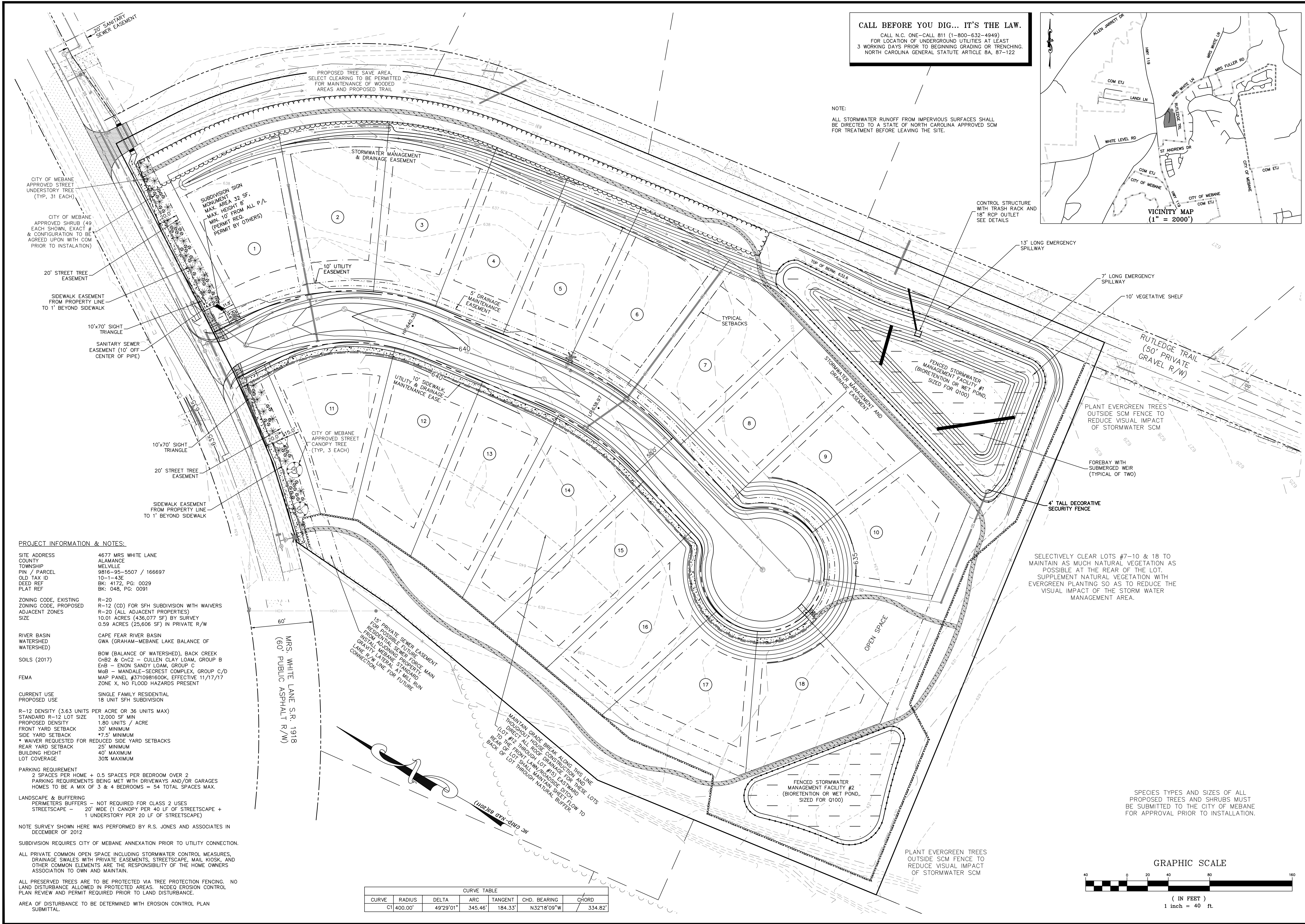
SUBDIVISION REQUIRES CITY OF MEBANE ANNEXATION PRIOR TO UTILITY CONNECTION.

ALL PRIVATE COMMON OPEN SPACE INCLUDING STORMWATER CONTROL MEASURES, DRAINAGE SWALES WITH PRIVATE EASEMENTS, STREETScape, MAIL KIOSK, AND OTHER COMMON ELEMENTS ARE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO OWN AND MAINTAIN.

ALL PRESERVED TREES ARE TO BE PROTECTED VIA TREE PROTECTION FENCING. NO LAND DISTURBANCE ALLOWED IN PROTECTED AREAS. NCDEQ EROSION CONTROL PLAN REVIEW AND PERMIT REQUIRED PRIOR TO LAND DISTURBANCE.

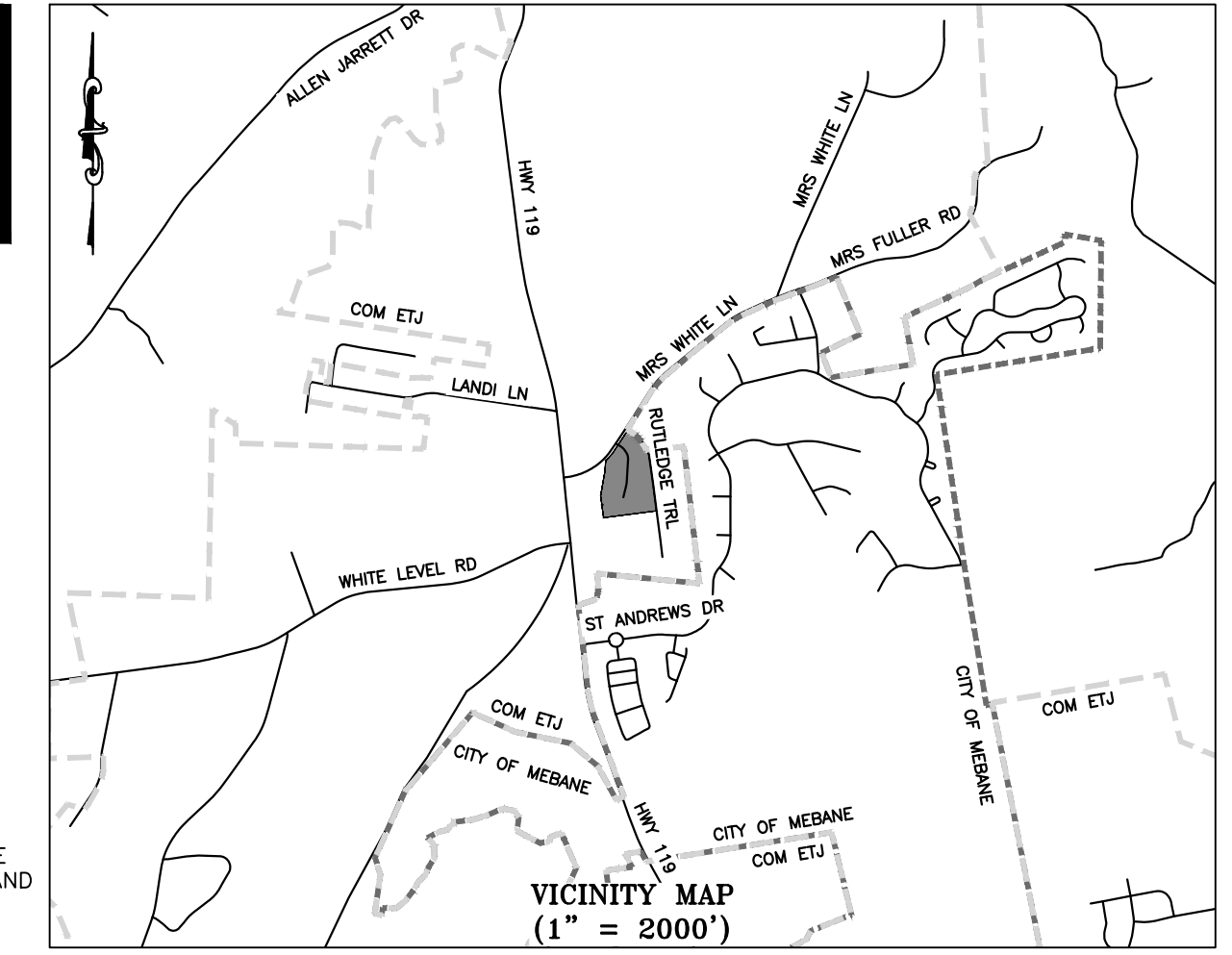
AREA OF DISTURBANCE TO BE DETERMINED WITH EROSION CONTROL PLAN SUBMITTAL.





**CALL BEFORE YOU DIG... IT'S THE LAW.**  
 CALL N.C. ONE-CALL 811 (1-800-632-4949)  
 FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST  
 3 WORKING DAYS PRIOR TO BEGINNING GRADING OR TRENCHING.  
 NORTH CAROLINA GENERAL STATUTE ARTICLE 8A, 87-122

NOTE:  
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 FOR TREATMENT BEFORE LEAVING THE SITE.



**PROJECT INFORMATION & NOTES:**

SITE ADDRESS 4677 MRS WHITE LANE  
 COUNTY ALAMANCE  
 TOWNSHIP MELVILLE  
 PIN / PARCEL 9816-95-5507 / 166697  
 OLD TAX ID 10-1-43E  
 DEED REF BK: 4172, PG: 0029  
 PLAT REF BK: 048, PG: 0091

ZONING CODE, EXISTING R-20  
 ZONING CODE, PROPOSED R-20 (CD) FOR SFH SUBDIVISION WITH WAIVERS  
 ADJACENT ZONES R-20 (ALL ADJACENT PROPERTIES)  
 SIZE 10.01 ACRES (436,077 SF) BY SURVEY  
 0.59 ACRES (25,606 SF) IN PRIVATE R/W

RIVER BASIN CAPE FEAR RIVER BASIN  
 WATERSHED GWA (GRAHAM-MEBANE LAKE BALANCE OF WATERSHED), BACK CREEK

SOILS (2017) CnB2 & CnC2 - CULLEN CLAY LOAM, GROUP B  
 E1B - ENON SANDY LOAM, GROUP C  
 M6B - MANDALLE-SECREST COMPLEX, GROUP C/D  
 MAP PANEL #3710981600K, EFFECTIVE 11/17/17  
 ZONE X, NO FLOOD HAZARDS PRESENT

FEMA

CURRENT USE SINGLE FAMILY RESIDENTIAL  
 PROPOSED USE 18 UNIT SFH SUBDIVISION

R-12 DENSITY (3.63 UNITS PER ACRE OR 36 UNITS MAX)  
 STANDARD R-12 LOT SIZE 12,000 SF MIN  
 PROPOSED DENSITY 1.80 UNITS / ACRE  
 FRONT YARD SETBACK 30' MINIMUM  
 SIDE YARD SETBACK \*7.5' MINIMUM  
 \* WAIVER REQUESTED FOR REDUCED SIDE YARD SETBACKS  
 REAR YARD SETBACK 25' MINIMUM  
 BUILDING HEIGHT 40' MAXIMUM  
 LOT COVERAGE 30% MAXIMUM

PARKING REQUIREMENT  
 2 SPACES PER HOME + 0.5 SPACES PER BEDROOM OVER 2  
 PARKING REQUIREMENTS BEING MET WITH DRIVEWAYS AND/OR GARAGES  
 HOMES TO BE A MIX OF 3 & 4 BEDROOMS + 54 TOTAL SPACES MAX.

LANDSCAPE & BUFFERING  
 PERIMETERS BUFFERS - NOT REQUIRED FOR CLASS 2 USES  
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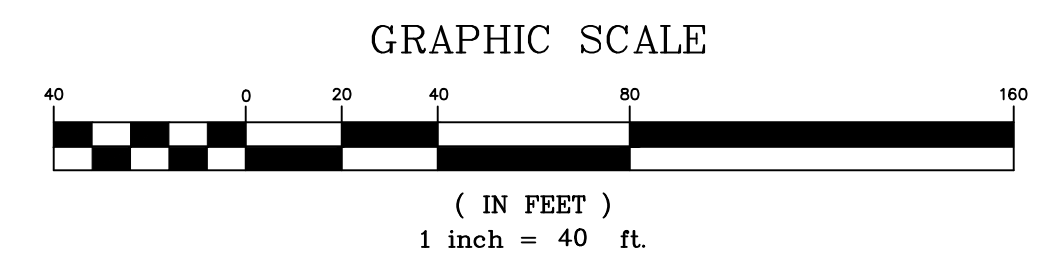
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 PLAN REVIEW AND PERMIT REQUIRED PRIOR TO LAND DISTURBANCE.

AREA OF DISTURBANCE TO BE DETERMINED WITH EROSION CONTROL PLAN  
 SUBMITTAL.

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**PRELIMINARY NOT FOR CONSTRUCTION**

PRINCIPAL ENGINEER  
 PHIL KOCH - NCPE #22634

**MILL RUN**  
 4677 MRS. WHITE LANE, MEBANE NC  
**LANDSCAPE PLAN**

REV.	DATE	DESCRIPTION	BY
1	02/23/2022	PER TRC COMMENTS	CPK
2	05/05/2022	PER TRC COMMENTS	SCS
3	06/07/2022	PLANNING BOARD SET	SCS

DATE: APRIL 13, 2021  
 HORIZONTAL SCALE: 1" = 40'  
 VERTICAL SCALE: N/A  
 PROJECT MANAGER: CPK  
 DRAWN BY: CPK  
 PROJECT NO: 21-06  
 DRAWING NAME: 21-06 WORKING

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**SHEET NO. C6.0**

SITE PLAN



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# PLANNING PROJECT REPORT

DATE	07/07/2022
PROJECT NUMBER	RZ 22-07
PROJECT NAME	Mill Run
APPLICANT	Ryan Tanner of Tanner Built Homes, LLC 3122 Battleground Ave., Suite B Greensboro, NC 27408

## CONTENTS

PROJECT NAME & APPLICANT .....	PAGE 1
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LAND USE REPORT .....	PAGE 4
UTILITIES REPORT .....	PAGE 6
STAFF ZONING REQUEST RECOMMENDATION .....	PAGE 7

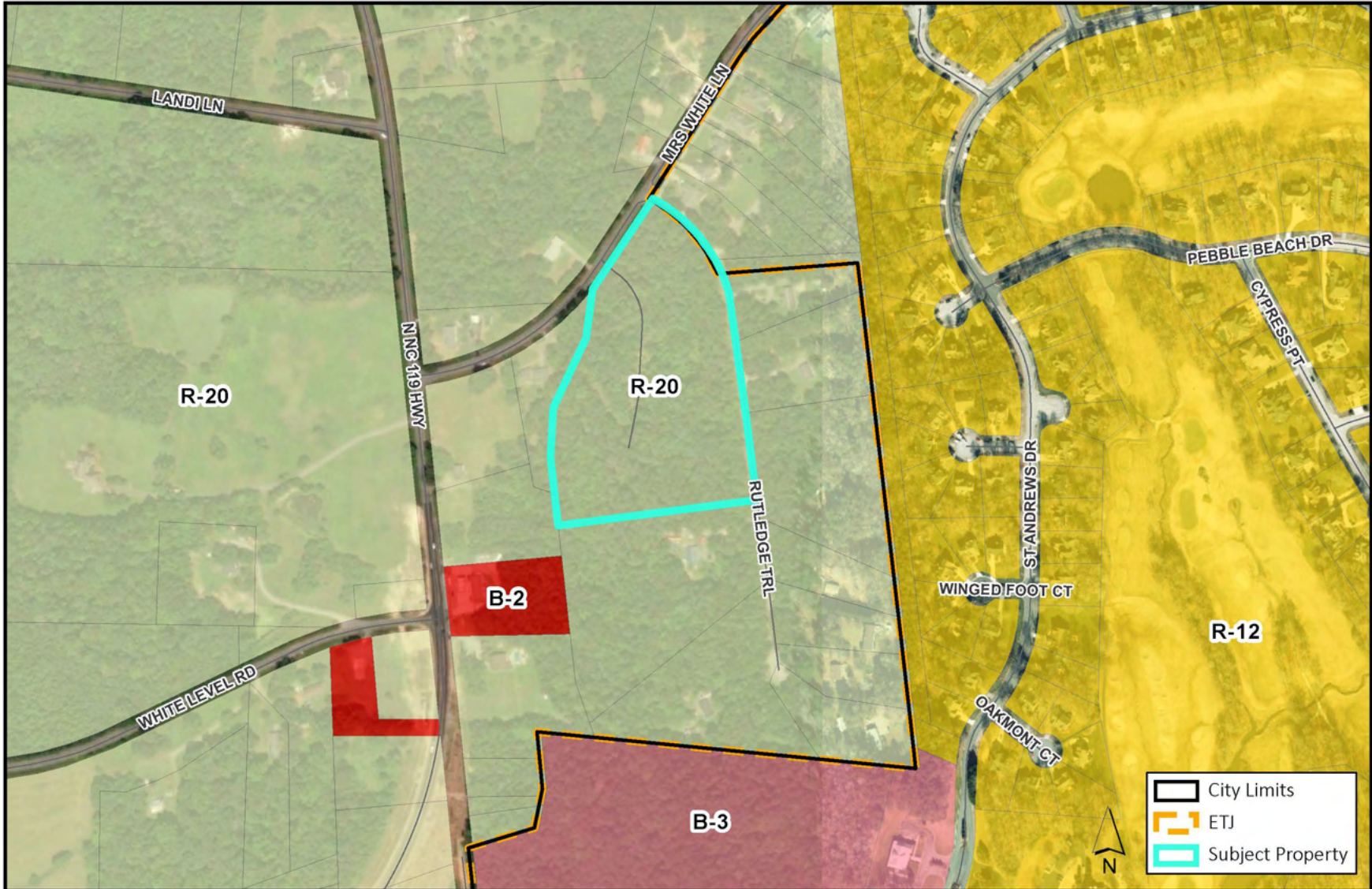
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## ZONING REPORT

EXISTING ZONE	R-20 (Residential)
REQUESTED ACTION	R-12 (CD) (Residential, Conditional Zoning District)
CONDITIONAL ZONE?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CURRENT LAND USE	Vacant, Forested
PARCEL SIZE	+/- 10.01 acres
PROPERTY OWNERS	Tanner Built Homes, LLC 3122 Battleground Ave., Suite B Greensboro, NC 27408
LEGAL DESCRIPTION	Request to rezone the +/- 10.01-acre property located at 4677 Mrs. White Lane (PIN 9816955507), from R-20 to R-12 (CD) to allow for a residential development of 18 single-family, detached homes by Tanner Built Homes, LLC.
AREA ZONING & DISTRICTS	All adjacent properties are zoned R-20 (Residential). One property located 50 feet to the southwest at the junction of White Level Road and N. C. Highway 119 is zoned B-2. The Mill Creek subdivision, within 400 feet of the property, is zoned R-12.
SITE HISTORY	The property previously received approval in 2013 for a Special Use Permit to allow a Planned Unit Development for 20 single-family homes. This project was never constructed and the property has remained vacant.

### STAFF ANALYSIS

CITY LIMITS?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROPOSED USE BY-RIGHT?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SPECIAL USE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
EXISTING UTILITIES?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>Utilities are available and to be extended at the owner's expense.</i>
POTENTIAL IMPACT OF PROPOSED ZONE	The higher-density nature of the subdivision and length of the cul-de-sac are different in character from the surrounding lower-density, residential uses, though overall it is consistent with the predominantly residential zoning in the area including the R-12 zoning of the Mill Creek Subdivision. The overall density of the project is 1.8 units per acre, which is much lower than the maximum density permitted for single-family homes in the R-12 district (3.63 units per acre).



	City Limits
	ETJ
	Subject Property



**CITY OF MEBANE**  
**ZONING MAP**

**CONDITIONAL REZONING**  
**Mill Run**

1 inch = 400 feet

DATE: 07/08/22

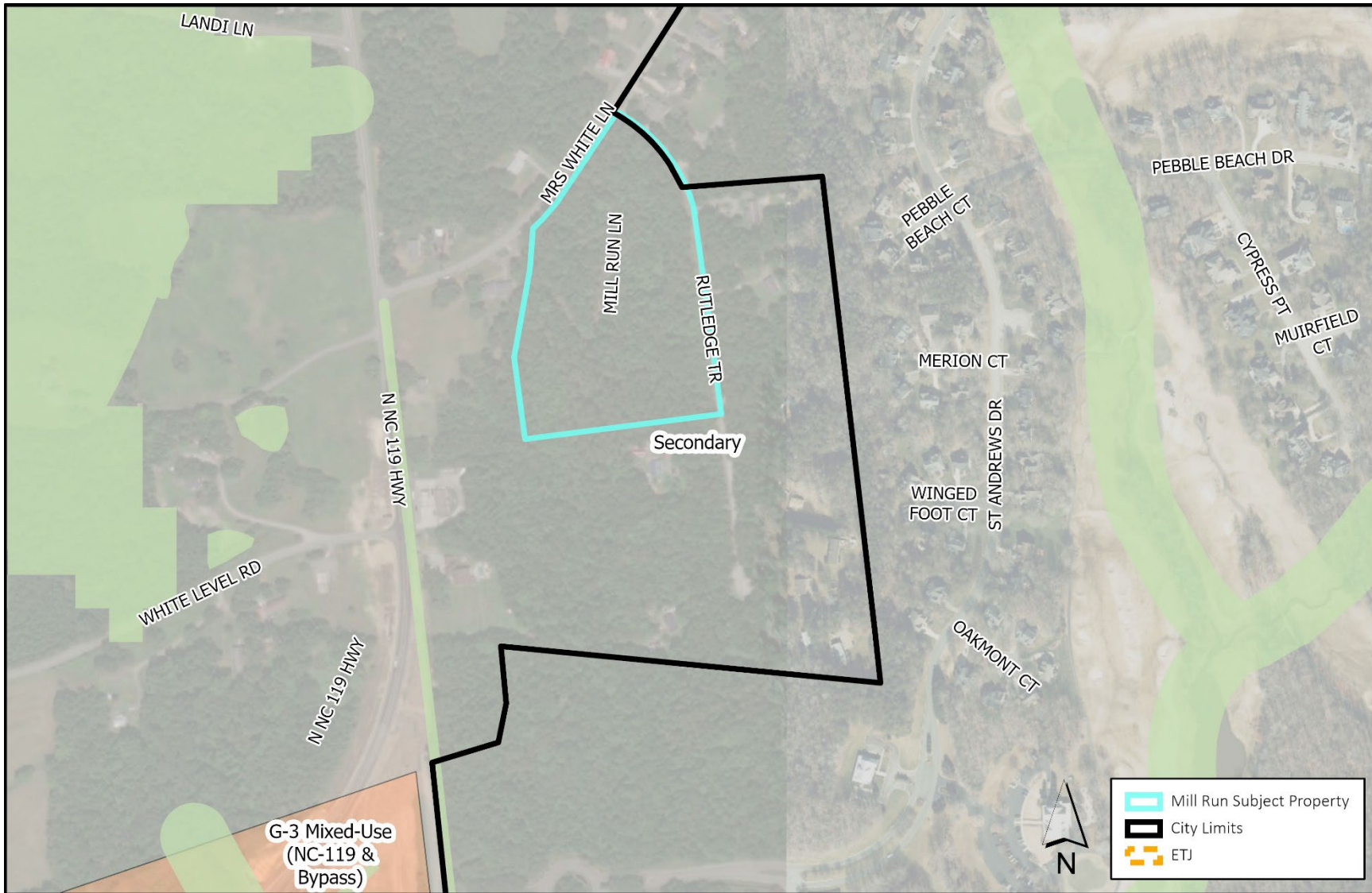
DRAWN BY: AV

## LAND USE REPORT

EXISTING LAND USE	Vacant, Forested
PROPOSED LAND USE & REQUESTED ACTION	The applicant is requesting a conditional rezoning to develop one property totaling +/- 10.01 acres located at 4677 Mrs.. White Lane (PIN 9816955507) for a residential subdivision of 18 single-family, detached homes.
PROPOSED ZONING	R-12 (CD) (Residential, Conditional Zoning District)
PARCEL SIZE	+/- 10.01 acres
AREA LAND USE	The residentially zoned properties directly surrounding the subject property are single-family lots of one to four acres. The residentially zoned properties to the north and south are occupied by single-family homes on larger lots of four to eight acres. The Mill Creek subdivision, which is a denser, single-family neighborhood, is nearby.
ONSITE AMENITIES & DEDICATIONS	The applicant proposes to provide a 5' sidewalk along the street frontage of Mrs. White Ln in addition to a paved crosswalk across Rutledge Trail, connecting to the existing sidewalk on Mrs. White Lane. The site plan features 3.2 acres of private common open space, including a 4' gravel walking path, to be owned and maintained by the HOA.
WAIVER REQUESTED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DESCRIPTION OF REQUESTED WAIVER(S)	A waiver is requested to allow minimum side setbacks of 7.5'. A waiver is also requested for the minimum lot width required for grass lined swales in lieu of curb and gutter.  A payment <i>in lieu</i> of providing 0.51 acres of public recreation space.

### CONSISTENCY WITH *MEBANE BY DESIGN* STRATEGY

LAND USE GROWTH STRATEGY DESIGNATION(S)	G-4 Secondary Growth Area
OTHER LAND USE CONSIDERATIONS	Graham-Mebane Reservoir Water Supply (WS-II) Watershed
<i>MEBANE BY DESIGN</i> GOALS & OBJECTIVES SUPPORTED	
<i>MEBANE BY DESIGN</i> GOALS & OBJECTIVES <u>NOT</u> SUPPORTED	



**CITY OF MEBANE**  
**Future Growth Area Map**

**Conditional Rezoning**  
**Mill Run**

1 inch = 400 feet

DATE: 07/08/22

DRAWN BY: AV

---

## UTILITIES REPORT

AVAILABLE UTILITIES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>A petition for annexation is required prior to connection.</i>
PROPOSED UTILITY NEEDS	Per the memorandum from Franz Holt of AWCK, the project is estimated to require 2,700 gallons per day of water and sewer service to support the development's 18 single-family homes. It features 8" sewer lines and 8" and 6" water lines that will connect to existing 8-inch water and sewer lines along Mrs. Whites Lane.
UTILITIES PROVIDED BY APPLICANT	Applicant has pledged to provide all on-site utilities, as described in AWCK's Technical Memo.
MUNICIPAL CAPACITY TO ABSORB PROJECT	The City has adequate water & sewer supply to meet the domestic and fire flow demands of the project.
CONSISTENCY WITH MEBANE LONG RANGE UTILITY PLAN?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADEQUATE STORMWATER CONTROL?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
INNOVATIVE STORMWATER MANAGEMENT?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>TRANSPORTATION NETWORK STATUS</b>	
CURRENT CONDITIONS	<p>The subject property is located on Mrs. White Lane and separated by one lot to the west from the junction of Mrs. White Lane and NC 119. Mrs. White Lane is a southwest-northeast route in Mebane's ETJ, operating as a two-lane road between NC 119 and a dead-end in the northeastern part of the ETJ near the Orange County line. NCDOT does not publish traffic volume for this road. In 2020, the average daily traffic volume on NC 119 in this area was 3,900 trips.</p> <p>The site plan features one proposed driveway entrance.</p>
TRAFFIC IMPACT ANALYSIS REQUIRED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
DESCRIPTION OF RECOMMENDED IMPROVEMENTS	N/A
CONSISTENCY WITH THE MEBANE BICYCLE AND PEDESTRIAN TRANSPORTATION PLAN?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO The Mebane Bicycle and Pedestrian Transportation Plan designates a sidewalk gap on the south side of Mrs. White Lane between NC 119 and Rutledge Trail. The proposed sidewalk described below meets the intent and is consistent with the City's adopted plans.

---

MULTIMODAL IMPROVEMENTS PROVIDED BY APPLICANT?

YES  NO

DESCRIPTION OF MULTIMODAL IMPROVEMENTS

The applicant proposes to provide a sidewalk that will extend along the property's frontage on Mrs. White Lane and extend across the site to connect to a crosswalk across the gravel drive that will be paved to the east.

---

### STAFF RECOMMENDATION

STAFF ZONING RECOMMENDATION

APPROVE  DISAPPROVE

STAFF SPECIAL USE FINDING

CONSISTENT  NOT CONSISTENT.....WITH *MEBANE BY DESIGN*

RATIONALE

The proposed development "Mill Run" is consistent with the guidance provided within *Mebane By Design*, the Mebane Comprehensive Land Development Plan, and in harmony with the residential nature of the area. The proposed project will be developed in compliance with the watershed overlay district.



July 13, 2022

Mr. Charles P. Koch, PE  
Earth Centric Engineering, Inc.  
204 West Clay Street  
Mebane, NC 27302

Subject: Mill Run – Water and Sewer System Layout

Dear Mr. Koch:

Regarding the Preliminary Site Plans for Mill Run and in accordance with the UDO, this letter indicates that I have reviewed the preliminary water and sewer system layout and find it acceptable and meeting City of Mebane requirements as follows:

- A. Water system – The project proposes an 8-inch connection to the City’s existing 8-inch water line along Mrs. White Lane and extending the line to the across the project frontage which includes appropriate valves and fire hydrants. Internal to the project site are 8-inch and 6-inch water line extensions with appropriate valves and fire hydrant spacing. When designed and installed to City and State standards, these public lines will become part of the City’s water system. The estimated daily water use for this project is 2,700 gallons per day (18 homes at 150 gallons per day each). The City has adequate water capacity available to meet the domestic demand and fire flow requirements of this project.
- B. Sanitary Sewer system – The project proposes an 8-inch sanitary sewer connection with the City’s existing 8-inch gravity sewer line along Mrs. White Lane and extending the line as far as it can serve other properties by gravity, which is the site entrance. Additionally, a private sewer easement has been provided to allow for a private force main in common area to serve the adjacent property (if needed). Internal to the project site are 8-inch gravity sewer lines with properly spaced manholes. When designed and installed to City and State standards, these public lines will become part of the City’s sanitary sewer collection system. The state permitted daily sewer use for this project is 5,040 gallons per day (18 homes with a mix of 3 and 4 bedrooms at 280 gallons per day each). Actual tributary flow will be closer to 2,700 gallons per day. The City has adequate sewer capacity available at the downstream North Regional Sewer Pump Station and at the WRRF to meet the permitted and expected tributary demand.

If there are any questions, please let me know.

Sincerely,

Franz K. Holt, P.E. City Engineer  
CC: Ashley Ownbey, Interim Development Director  
Kyle Smith, Utilities Director





Technical Memorandum

Date: July 13, 2022

To: Ashley Ownbey, Interim Development Director

From: Franz K. Holt, P.E.

Subject: Mill Run – City Engineer review

City Engineering has reviewed the Preliminary Site Plans for Mill Run submitted June 7<sup>th</sup>, 2022, by Charles P. Koch, P.E. with Earth Centric Engineering, Inc. and provides the following technical comments.

#### **A. General**

Mill Run is a single family residential development (18 homes on min. 12,000 SF lots) proposed on approximately 10.01 acres at 4677 Mrs. White Lane.

The property is in the Graham-Mebane Lake public water supply watershed (general watershed area - GWA). Plans show using the high-density option allowed in the GWA (non-critical area) with new engineered stormwater control facilities receiving storm water runoff from proposed new development (max. built upon area of 30%). In addition, Phase 2 post construction runoff rules also apply to the project. The plans show using a low density option without curb and gutter which limits the maximum built upon area to 24%.

Water and sewer service are from Mebane 8-inch water and sewer lines along Mrs. White Lane.

One cul-de-sac is proposed connecting to Mrs. White Lane (S.R. 1918) and constructed as a 26' ribbon pavement section with a 5-ft. wide concrete sidewalk being typically located on one side of the street. Sidewalk is also being extended along the property frontage.

A private 4' gravel trail is proposed to be constructed in the surrounding private common area.

#### **B. Availability of City Water and Sewer**

In compliance with the UDO, this memo indicates that I have reviewed the preliminary water and sewer system layout and find it acceptable and meeting City of Mebane requirements as follows:

1. Water system – The project proposes an 8-inch connection to the City's existing 8-inch water line along Mrs. White Lane and extending the line to the across the project frontage which includes appropriate valves and fire hydrants. Internal to the project site are 8-inch and 6-inch water line extensions with appropriate valves and fire hydrant spacing. When designed and installed to City and State standards, these public lines will become part of the City's water



system. The estimated daily water use for this project is 2,700 gallons per day (18 homes at 150 gallons per day each). The City has adequate water capacity available to meet the domestic demand and fire flow requirements of this project.

2. Sanitary Sewer system – The project proposes an 8-inch sanitary sewer connection with the City’s existing 8-inch gravity sewer line along Mrs. White Lane and extending the line as far as it can serve other properties by gravity, which is the site entrance. Additionally, a private sewer easement has been provided to allow for a private force main in common area to serve the adjacent property (if needed). Internal to the project site are 8-inch gravity sewer lines with properly spaced manholes. When designed and installed to City and State standards, these public lines will become part of the City’s sanitary sewer collection system. The state permitted daily sewer use for this project is 5,040 gallons per day (18 homes with a mix of 3 and 4 bedrooms at 280 gallons per day each). Actual tributary flow will be closer to 2,700 gallons per day. The City has adequate sewer capacity available at the downstream North Regional Sewer Pump Station and at the WRRF to meet the permitted and expected tributary demand.

### C. Watershed Overlay District and Phase II Stormwater Requirements

1. Watershed Overlay District requirements provided in the UDO.  
These requirements in the UDO are for the Back-Creek Watershed, which includes the Graham-Mebane Lake. This project lies in the GWA non-critical area allowing up to 30% built upon area with engineered stormwater controls. The proposed stormwater management devices shown on the plans receives stormwater runoff from the proposed new development and will meet the requirements of the Water Supply Watershed Rules. Upon site stabilization, the developer will complete the engineered storm water control as a fenced permanent stormwater management device (owned and maintained by the property owners’ association) and post required annual inspection fee and maintenance bond.
2. Phase II Stormwater Post Construction Ordinance  
The UDO provides standards for Storm Water Management and requires compliance with the Mebane Post Construction Runoff Ordinance (which is a stand-alone ordinance titled the Phase II Stormwater Post Construction Ordinance (SPCO)). The standards in the UDO are general standards as the Ordinance itself provides detailed standards. The SPCO does apply to this project as it will disturb more than one acre of land requiring a stormwater permit application. The estimated new built upon area is no more than 24% and therefore considered low density under this ordinance. Additionally, 10 year detention is required on all storm water control measures (SCMs). 100 year detention is being provided with the proposed SCMs.



#### **D. Storm Drainage System**

The UDO provides requirements for storm drainage systems. The preliminary site plans include a preliminary piping layout that indicates certain pipe locations, inlets, and discharge points. Stormwater flows from these pipes to a stormwater management device. Design of the storm drainage system will be in accordance with the City's Storm Drainage Design Manual.

#### **E. Street Access**

The proposed street (cul-de-sac) shown on the plans is to be constructed to City of Mebane standards with 26' paved width and sidewalk located typically on one side. The curb and gutter requirement is being waived by Engineering to allow the Phase 2 Post Construction Runoff Ordinance to be utilized with a maximum built upon area of 24%.

#### **F. Construction Plan Submittal**

The preliminary plans show the proposed water lines, sewer lines, and storm drainage and stormwater management devices to indicate that the project is feasible for utility service and providing stormwater management. Based on city engineering review, it is my opinion that said plans are in substantial compliance with the UDO. Construction plans will follow preliminary plan approval and require TRC review and approval prior to beginning construction.



# AGENDA ITEM #5c

RZ 22-09

Conditional Rezoning –  
Peartree Townhomes

### Presenter

Ashley Ownbey, Interim Development Director

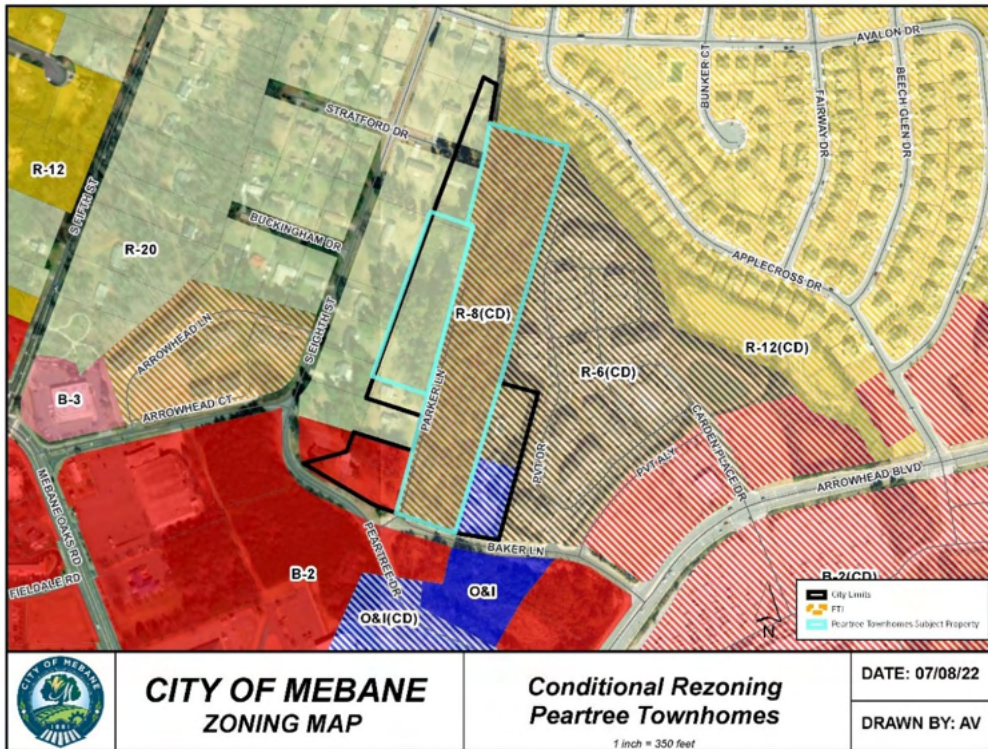
### Applicant

KB Home Carolinas Division  
4506 S. Miami Blvd Ste. 100  
Durham, NC 27703

### Public Hearing

Yes  No

### Zoning Map



### Property

Peartree Dr &  
Parker Ln

GPINs: 9824071555  
& 9824073438

### Proposed Zoning

R-8(CD)

### Current Zoning

R-8(CD) & R-20

### Size

+/-10.67 acres

### Surrounding Zoning

R-20, R-12(CD),  
O&I(CD), O&I,  
B-2(CD), B-2,  
R-6(CD)

### Surrounding Land Uses

Single-Family  
Residential, Multi-  
Family Residential,  
Commercial, Vacant

### Utilities

To be extended at  
developer's expense

### Floodplain

No

### Watershed

No

### City Limits

No

---

### Summary

KB Home Carolinas Division is requesting approval to conditionally rezone two properties totaling +/- 10.67 acres located at Peartree Dr & Parker Ln (PINs 9824071555 & 9824073438) from R-8 (CD) and R-20 to R-8 (CD) to allow for a residential development “Peartree Townhomes” of 70 townhomes. The property is located outside of City Limits in the Mebane Extraterritorial Jurisdiction (ETJ). A petition for annexation is required prior to connection to City utilities. The applicant has the properties under contract to purchase, contingent upon approval of the conditional rezoning.

The site-specific plan includes the following amenities & dedications:

- An internal road with 5’ sidewalks, with connections to existing sidewalk networks along Baker Lane and S Eighth Street.
- The site plan features +/-2.07 acres of private common open space in addition to a gravel walking path, a sports field, bocce ball and cornhole courts, a shelter, and a dog park, all of which will be HOA-maintained.
- The applicant proposes to pave in the existing Stratford Drive right-of-way in order to connect to existing pavement.

Requested waivers:

- The Mebane UDO requires a front setback of 25’. The applicant is proposing a 20’ front setback.
- The Mebane UDO requires an end-unit, side setback of 15’. The applicant is proposing a 10’ side setback.
- The UDO calculates that the applicant shall provide two acres in public recreation area valued at \$70,486 (total tax value of \$376,041 for 10.67 acres or \$35,242.83/acre. The applicant is proposing to provide a payment *in lieu* of the valued amount.

The Technical Review Committee (TRC) has reviewed the site plan five (5) times and the applicant has revised the plan to reflect the comments.

---

### Financial Impact

The developer will be required to make all of the onsite improvements at their own expense.

---

### Recommendation

At their July 18 meeting, the Planning Board voted 7 – 0 to recommend approval of the rezoning request.

The Planning staff has reviewed the request for harmony with the zoning of the surrounding area and consistency with the City’s adopted plans and recommends approval of the rezoning.

---

### Suggested Motion

1. Motion to approve the R-8 (CD) zoning as presented.
2. Motion to find that **the application is consistent** with the objectives and goals in the City’s 2017 Comprehensive Land Development Plan *Mebane By Design*. Specifically, the request:
  - Is for a property within the City’s G-1 Mixed-Use (Cameron Lane) and is residential in nature; and

- Promotes a village concept that supports compact and walkable environments, consistent with Growth Management Goal 1.1 (pp. 17 & 82)

**OR**

3. Motion to **deny** the R-8(CD) rezoning as presented due to a lack of
  - a. Harmony with the surrounding zoning or land use

**OR**

  - b. Consistency with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*.

---

**Attachments**

1. Zoning Amendment Application
2. Zoning Map
3. Site Plan
4. Planning Project Report
5. Preliminary Water and Sewer System Approval Letter
6. Technical Memorandum – City Engineering Review
7. Traffic Impact Statement



APPLICATION FOR A ZONING AMENDMENT

Application is hereby made for an amendment to the Mebane Zoning Ordinance as follows:

Name of Applicant: KB HOME CAROLINAS DIVISION - ROMAN ACOSTA

Address of Applicant: 4506 S. MIAMI BLVD SUITE 100 DURHAM NC 27703

Address and brief description of property to be rezoned: PEARTREE LANE & PARKER LANE - VACANT WOODED PARCEL GPIN 9824073438

Applicant's interest in property: (Owned, leased or otherwise) \_\_\_\_\_  
WILL PURCHASE AND BUILD TOWNHOME DEVELOPMENT

\*Do you have any conflicts of interest with: Elected/Appointed Officials, Staff, etc.?

Yes \_\_\_ Explain: \_\_\_\_\_ No NO

Type of re-zoning requested: R-8(CD)

Sketch attached: Yes YES No \_\_\_\_\_

Reason for the requested re-zoning: TOWNHOMES REQUIRE R-8 (CD) ZONING

Signed: Roman Acosta

Date: JUNE 2, 2022

Action by Planning Board: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_ Action: \_\_\_\_\_

Zoning Map Corrected: \_\_\_\_\_

The following items should be included with the application for rezoning when it is returned:

1. Tax Map showing the area that is to be considered for rezoning.
2. Names and addresses of all adjoining property owners within a 300' radius (Include those that are across the street).
3. \$300.00 Fee to cover administrative costs.
4. The information is due 15 working days prior to the Planning Board meeting. The Planning Board meets the 2<sup>nd</sup> Monday of each month at 6:30 p.m. Then the request goes to the City Council for a Public Hearing the following month. The City Council meets the 1<sup>st</sup> Monday of each month at 6:00 p.m.



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Address of Applicant: 4506 S. MIAMI BLVD SUITE 100 DURHAM NC 27703

Address and brief description of property to be rezoned: PEARTREE LANE & PARKER LANE - VACANT WOODED PARCEL GPIN 9824071555

Applicant's interest in property: (Owned, leased or otherwise) WILL PURCHASE AND BUILD TOWNHOME DEVELOPMENT

\*Do you have any conflicts of interest with: Elected/Appointed Officials, Staff, etc.?

Yes \_\_\_ Explain: \_\_\_\_\_ No NO

Type of re-zoning requested: R-8(CD)

Sketch attached: Yes YES No \_\_\_\_\_

Reason for the requested re-zoning: TOWNHOMES REQUIRE R-8 (CD) ZONING

Signed: Roman Acosta

Date: JUNE 2, 2022

Action by Planning Board: \_\_\_\_\_

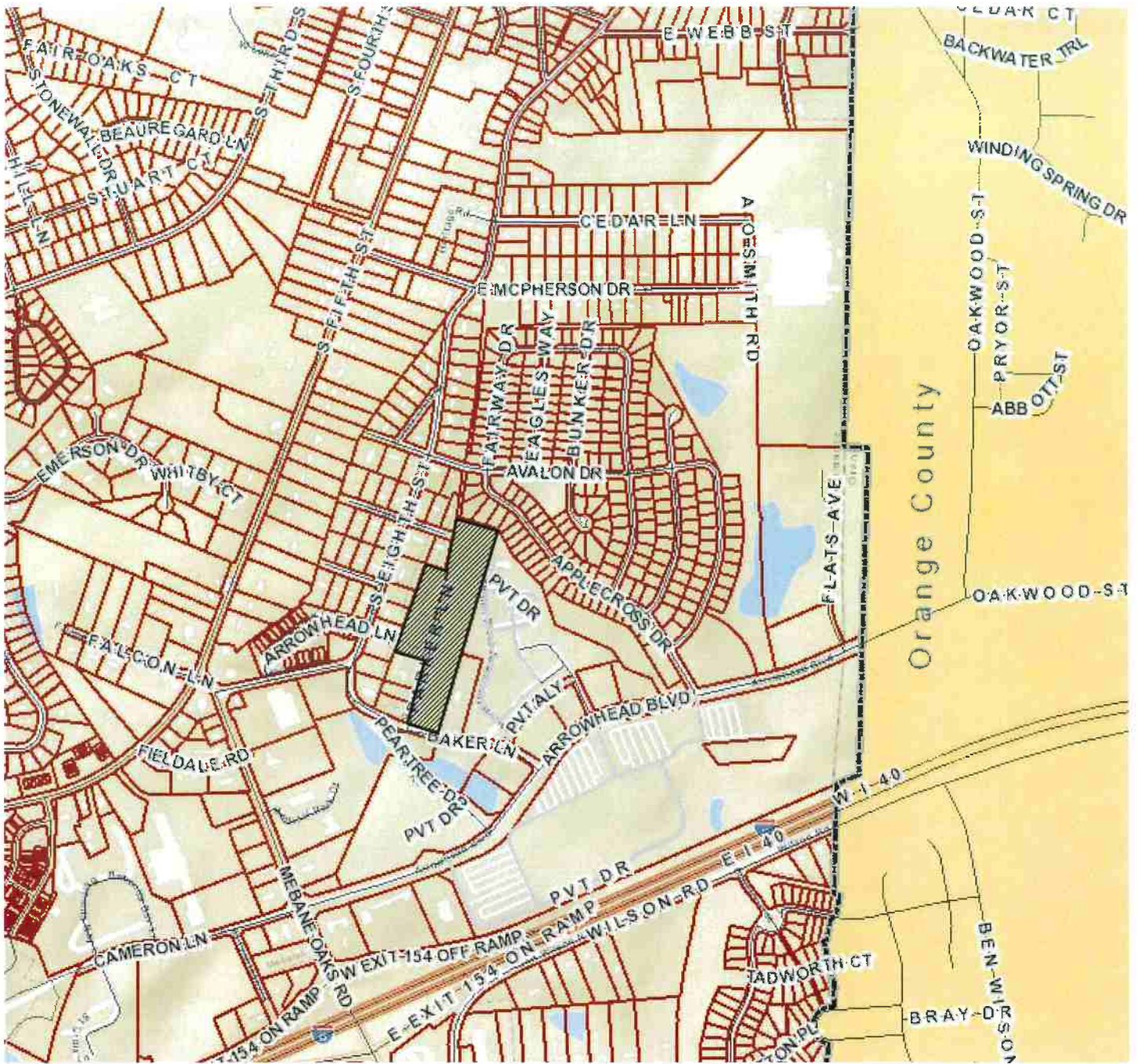
Public Hearing Date: \_\_\_\_\_ Action: \_\_\_\_\_

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**PARCELS**

PIN: 9824-07-1555 & 9824-07-3438  
 DB 2648 PG 432 & DB 2521 PG 876  
 ZONING : R-8 & R-20  
 10.67 ACRES



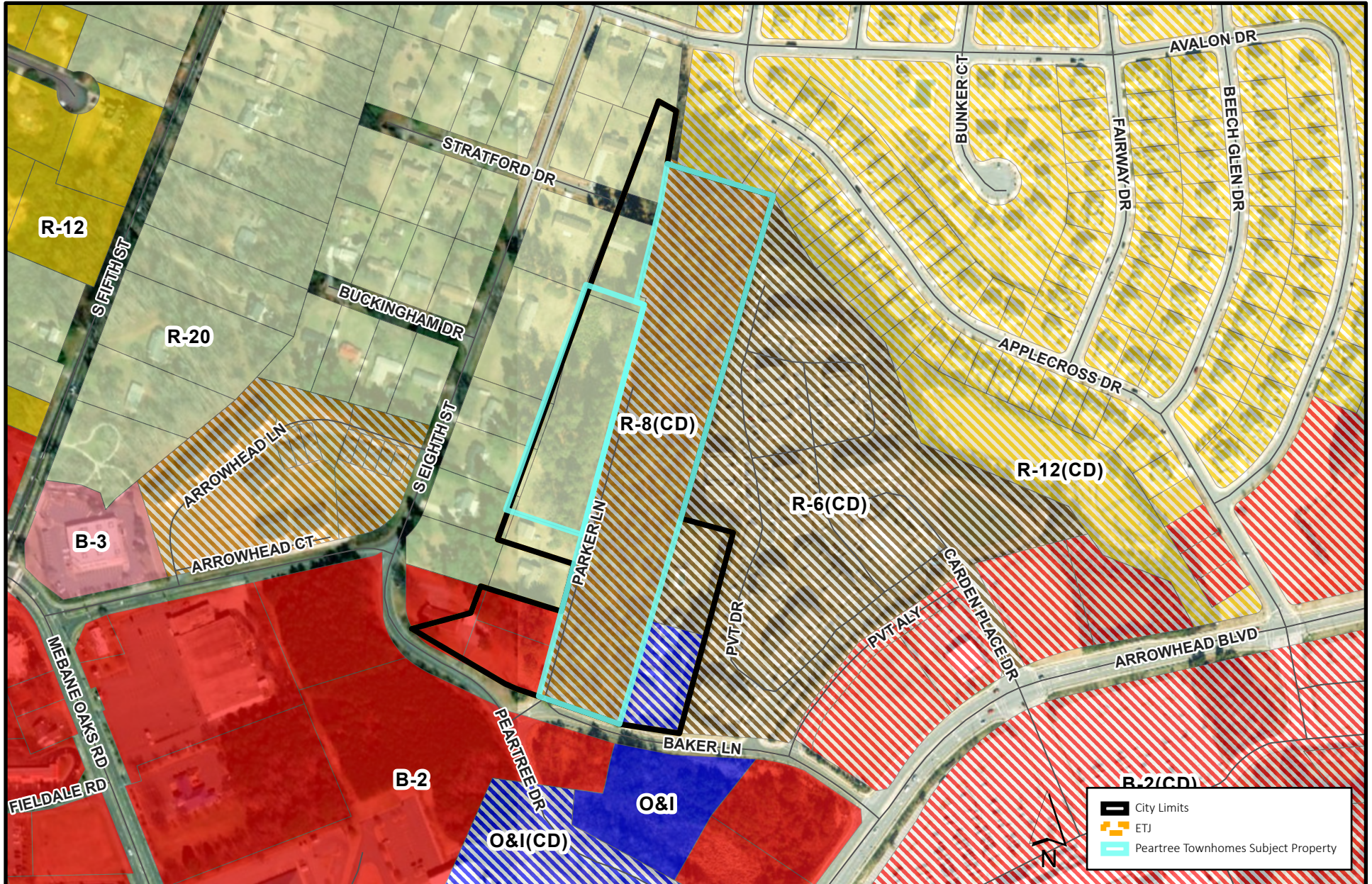
NOT TO SCALE

**ZONING AMENDMENT**  
**PEARTREE TOWNHOMES**  
 BAKER LN  
 MEBANE, NC

**SITE MAP**  
 -

**SUMMIT**  
 DESIGN AND ENGINEERING SERVICES

State License #: P-0339  
 320 Executive Court  
 Hillsborough, NC 27278  
 Voice: (919) 732-3883 Fax: (919) 732-6676  
 www.summitde.net



# CITY OF MEBANE ZONING MAP

## Conditional Rezoning Peartree Townhomes

1 inch = 350 feet

DATE: 07/08/22

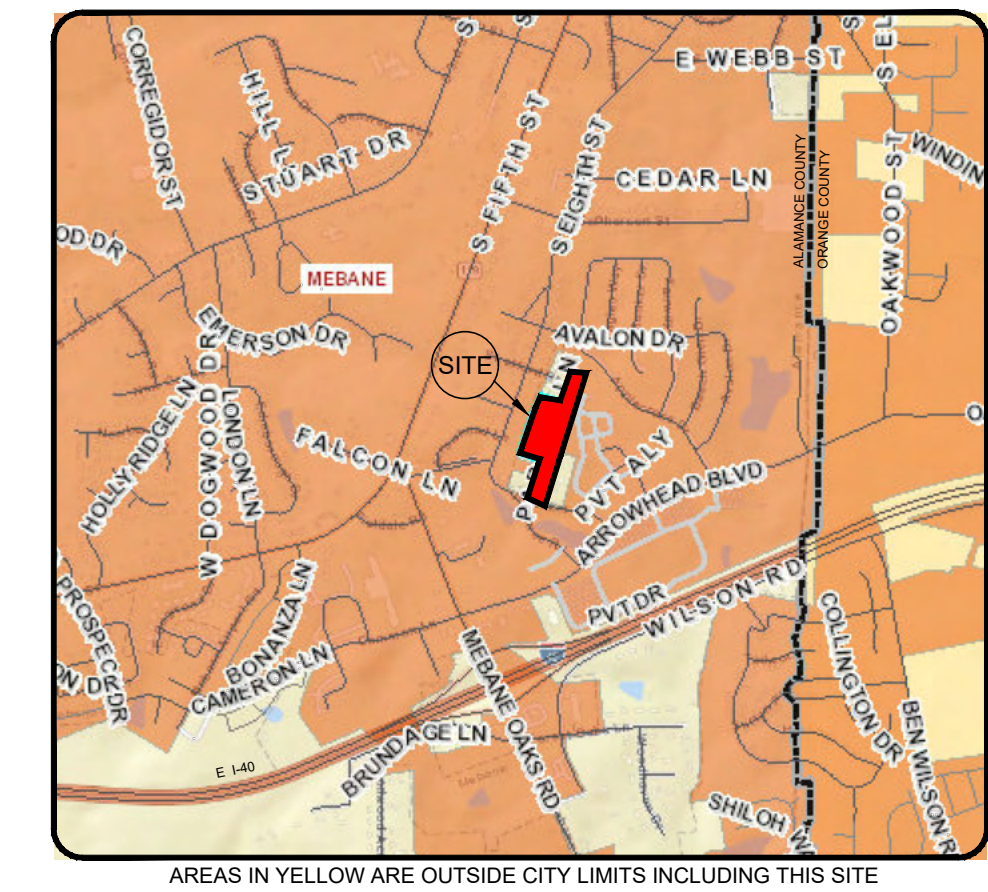
DRAWN BY: AV

SHEET INDEX	
Sheet Number	Sheet Title
C-1	COVER SHEET
C-2	EXISTING SURVEY
C-3	SITE & UTILITY PLAN
C-4	GRADING & STORM DRAINAGE PLAN

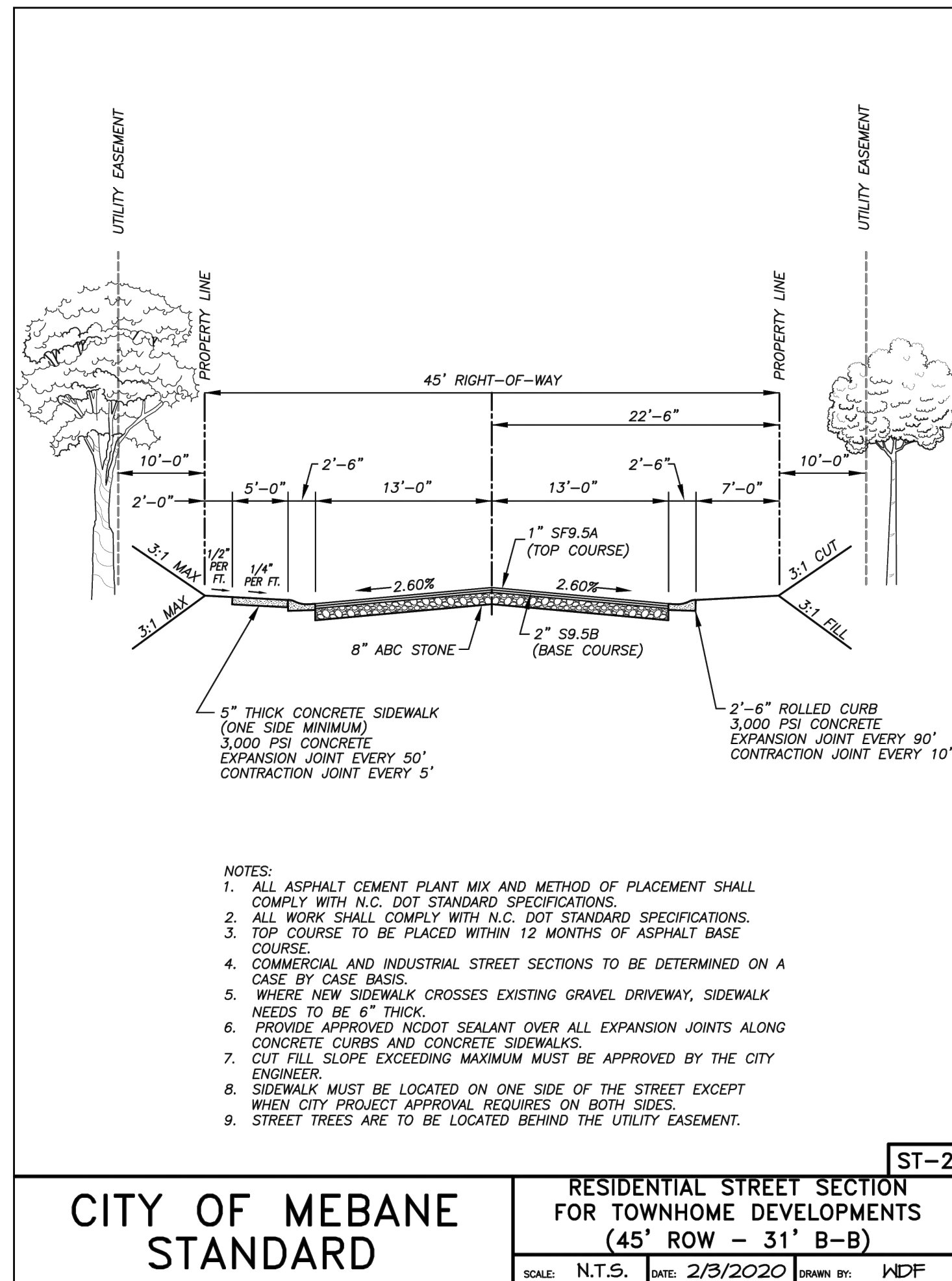
# SITE PLAN SUBMITTAL FOR PEARTREE TOWNHOMES

BAKER LANE  
MEBANE, NC

APPROVED SITE PLAN  
07/12/2022



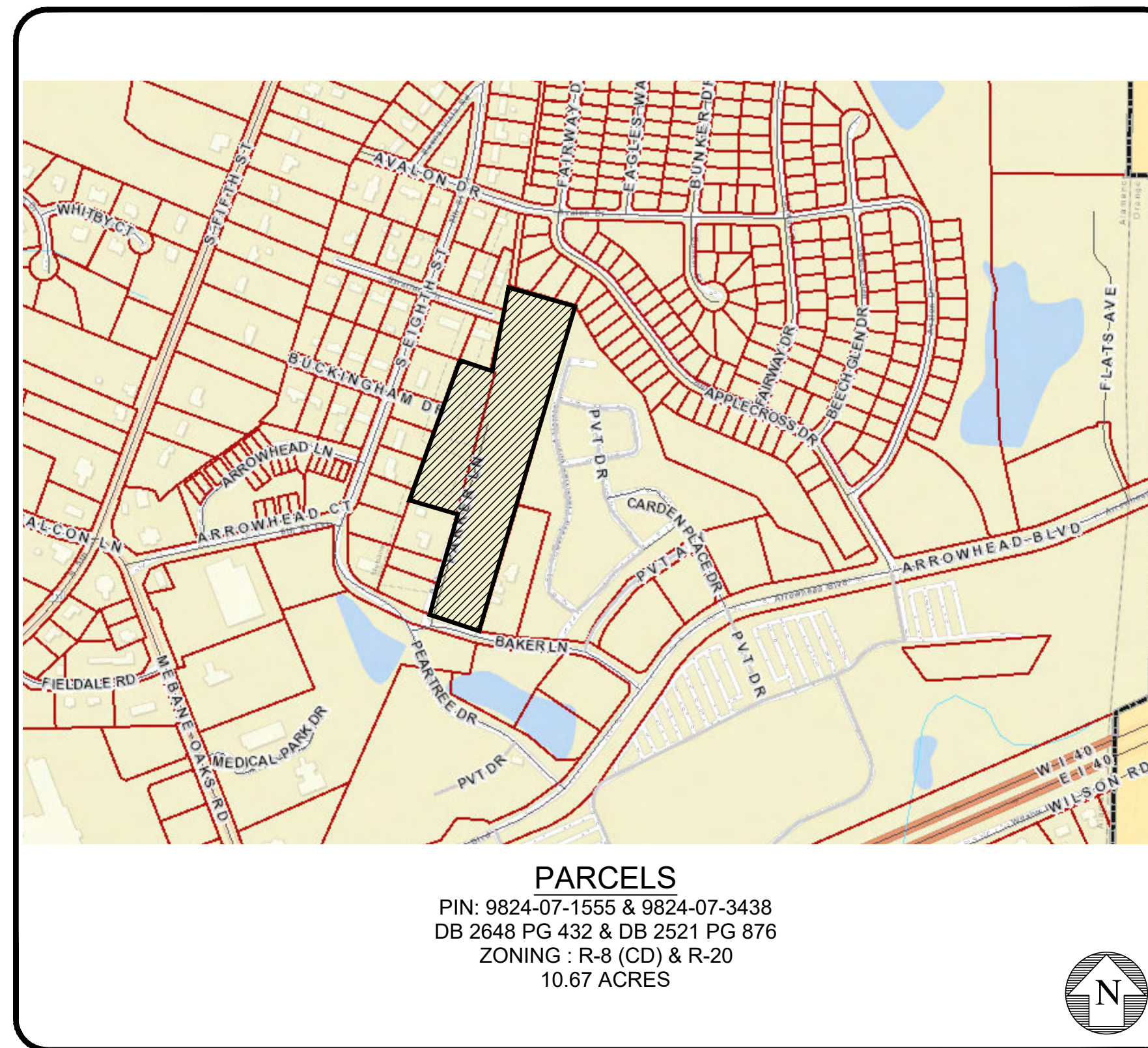
VICINITY MAP  
1:2000 SCALE



**CITY OF MEBANE  
STANDARD**

**RESIDENTIAL STREET SECTION  
FOR TOWNHOME DEVELOPMENTS  
(45' ROW - 31' B-B)**

SCALE: N.T.S. DATE: 2/3/2020 DRAWN BY: WDF



**PARCELS**

PIN: 9824-07-1555 & 9824-07-3438  
DB 2648 PG 432 & DB 2521 PG 876  
ZONING : R-8 (CD) & R-20  
10.67 ACRES

**SITE LOCATION MAP**  
NOT TO SCALE

**CURRENT OWNER**  
LARRY JR & SUSAN W. WOOD  
106 SAM SNEAD DR.  
MEBANE, NC 27302  
  
G&L CONSTRUCTION, LLC  
518 S. ASHEBORO ST.  
LIBERTY, NC 27298

**DEVELOPER/FUTURE OWNER**  
KB HOME CAROLINA DIVISION  
ATTN: THURM BOWEN  
4506 S. MIAMI BLVD. STE. 100  
DURHAM, NC 27703  
(919) 768-7972 (PHONE)  
RTBOWEN@KBHOME.COM

**SURVEY CONTACT**  
SUMMIT DESIGN & ENGINEERING SERVICES  
THOMAS TELLUP  
320 EXECUTIVE COURT  
HILLSBOROUGH, NC 27278  
(919) 732-3883 (PHONE)  
(919) 732-6676 (FAX)  
THOMAS.TELLUP@SUMMITDE.COM

**ENGINEER CONTACT**  
SUMMIT DESIGN & ENGINEERING SERVICES  
DON SEVER, PE  
1110 NAVAHO, DR. STE. 600  
RALEIGH, NC 27608  
(919) 322-0115 (PHONE)  
(919) 732-6676 (FAX)  
DON.SEVER@SUMMITDE.COM

**NOTE:**

- STREETSCAPE, BUFFERS AND COMMON ELEMENTS INCLUDING PARKING SPACES AND AMENITIES ARE THE RESPONSIBILITY FOR THE HOMEOWNERS ASSOCIATION TO OWN AND MAINTAIN.
- STORMWATER PONDS SHALL BE SCREENED WITH EVERGREEN PLANTS TO REDUCE VISIBILITY.
- TREE PROTECTION FENCING SHALL BE PLACED OUTSIDE THE DRIPLINE OF ANY VEGETATION TO BE PRESERVED PRIOR TO GRADING AND SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED.
- A LANDSCAPE PLAN WILL BE PROVIDED AT CONSTRUCTION DRAWING SUBMITTAL. LANDSCAPE SCREENING BETWEEN DOG PARK, RECREATION AREA, MAIL KIOSK PARKING AND ADJACENT TOWNHOMES.
- TYPES AND SIZES OF ALL PLANT MATERIAL SHALL BE IDENTIFIED AND APPROVED PRIOR TO PLANTING.
- ANNEXATION IS REQUIRED PRIOR TO CONNECTION TO CITY UTILITIES.
- THE SITE WILL BE DEVELOPED AS A HIGH DENSITY STORMWATER PROJECT. SITE WILL BE TREATED FOR STORMWATER INCLUDING ALL NEW BUILT UPON AREA AND DOG PARK.
- THE SITE WILL COMPLY WITH THE CITY'S RIPARIAN BUFFER ORDINANCE AND STREAM AND WETLAND DELINEATION WILL BE PROVIDED WITH CONSTRUCTION DRAWING SUBMITTALS.

NO.	REVISIONS	DATE	BY
7			
6			
5			
4			
3			
2		07/12/22	DS
1	APPROVED SITE PLAN		

**PROJECT ENGINEER/ARCHITECT**  
AM (ALEX.MANGOT@SUMMITDE.COM)  
**PROJECT MANAGER**  
DS (DON.SEVER@SUMMITDE.COM)  
**DRAWN BY**  
JA (JIMMY.ASHLEY@SUMMITDE.COM)  
**FIRST ISSUE DATE**  
04-14-2021



**SUMMIT**  
DESIGN AND ENGINEERING SERVICES  
State License #: PE 03939  
320 Executive Court  
Hillsborough, NC 27278  
Voice: (919) 732-3883 Fax: (919) 732-6676  
www.summitde.net

**SITE PLAN  
PEARTREE TOWNHOMES  
BAKER LN  
MEBANE, NC**

**COVER SHEET**

**PROJECT NO.**  
21-0047  
**DRAWING NAME:**  
21-0047\_CS.dwg  
**SHEET NO.**  
C-1



Know what's below.  
Call before you dig.

CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

**NOTE "A"**  
SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED DURING THIS SURVEY. ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN HEREON. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONTAINERS WHICH MAY AFFECT THE USE OF THIS TRACT.

**NOTE "B"**  
THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN ARE BASED ON VISIBLE EVIDENCE AND DRAWINGS PROVIDED TO THE SURVEYOR. LOCATION OF UNDERGROUND UTILITIES AND STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON, AND ADDITIONAL BURIED UTILITIES MAY EXIST. CONTACT THE APPROPRIATE UTILITY COMPANIES FOR INFORMATION REGARDING BURIED UTILITIES.

**NOTE "C"**  
ALL DISTANCES ARE HORIZONTAL GROUND AREA AREA BY COORDINATE COMPUTATION.

**NOTE "D"**  
THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH COULD AFFECT THIS PROPERTY.

**NOTE "E"**  
EXCEPT AS SPECIFICALLY STATED OR SHOWN, THIS SURVEY DOES NOT REPORT ANY OF THE FOLLOWING EASEMENTS, OTHER THAN THOSE VISIBLE DURING FIELD EXAMINATION, BUILDING SETBACKS, RESTRICTIVE COVENANTS, ZONING OR LAND USE REGULATIONS AND ANY FACTS WHICH A TITLE SEARCH MAY DISCLOSE.

**NOTE "F"**  
WETLANDS, JURISDICTIONAL WATERS OR OTHER CONDITIONS WHICH MAY BE REGULATED BY FEDERAL OR STATE OR LOCAL AGENCIES WERE NOT INVESTIGATED DURING THIS SURVEY. RIPARIAN BUFFERS AND OTHER RESTRICTIONS ON DEVELOPMENT MAY BE REQUIRED.

**NOTE "G"**  
SEE PLATS:  
FINAL PLAT SURVEY FOR GERALD M. LOWE & WIFE LORI W. LOWE, BY JEFFERY H. RUDD, PLS DATED DECEMBER 4TH, 2006, AND RECORDED IN PB 71 PAGE 282.  
"REVISION OF LOT NO. TWO PROPERTY OF PARKER WOOD" BY JOHN D. SOMERS, PLS DATED AUGUST 6TH, 1992, AND RECORDED IN PB 47 PAGE 20.

**NOTE "H"**  
NO NCGS MONUMENTS WERE FOUND WITHIN 2000' OF THIS SITE.

**NOTE "I"**  
THIS PROPERTY IS WITHIN THE CAPE CREEK-HAW RIVER OF THE CAPE FEAR RIVER BASIN.

**NOTE "J"**  
THIS PROPERTY IS LOCATED IN ZONE "X" DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN FEMA PANEL 9824, FIRM MAP# 3710982400L REVISED 11/17/2017.

**NOTE "K"**  
ZONING: PER ARTICLE 4 CITY OF MEBANE UDO 4-1-1 TABLE OF PERMITTED USES, NOT ALL SHOWN PARCEL: 9824071555, ZONING-R-20, DISTRICT Z PARCEL: 9824073438, ZONING-R-SCD, DISTRICT Z

TO KB HOME RALEIGH-DURHAM INC., LLC, A DELAWARE LIMITED LIABILITY COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY.  
COMMITMENT NUMBER: 21-00153  
COMMITMENT DATED 04/16/2021 8:30 AM  
SCHEDULE B, PART II

**EXCEPTIONS**  
ANY POLICY WE ISSUE WILL HAVE THE FOLLOWING EXCEPTIONS UNLESS THEY ARE TAKEN CARE OF TO OUR SATISFACTION.

- (A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OR ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.
- EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.
- TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

NOT A SURVEY MATTER

**LEGAL DESCRIPTION FILE NO. 21-030153**

1. AD VALOREM TAXES ARE PAID THROUGH AND INCLUDING THOSE FOR THE YEAR: 2020  
- TAXES NOW DUE AND PAYABLE: NONE  
- TAXES, A LIEN, DEFERRED OR OTHERWISE, BUT NOT YET DUE AND PAYABLE: 2021  
SPECIAL LEVIES OR ASSESSMENTS NOW DUE OR PAYABLE IN FUTURE INSTALLMENTS: NONE- ESTATE OR INHERITANCE TAXES: NONE  
NOT A SURVEY MATTER

2. APURTENANT EASEMENT CONTAINED IN THE DEED OF RECORD IN BOOK 2497 PAGE 220, ALAMANCE COUNTY REGISTRY.  
SHOWN HEREON

3. RIGHT-OF-WAY EASEMENTS TO IRENE R. MCPHERSON IN THE DEED OF RECORD IN BOOK 324 PAGE 534, ALAMANCE COUNTY REGISTRY. (PARCEL ONE ONLY).  
SHOWN HEREON

4. AGREEMENT BETWEEN PARKER WOOD AND WIFE, SAOIE LEE WOOD, AND IRENE R. MCPHERSON OF RECORD IN BOOK 318 PAGES 473 TO 474, ALAMANCE COUNTY REGISTRY.  
CURRENT SURVEY SHOWN HEREON

5. EASEMENT TO DUKE POWER COMPANY OF RECORD IN BOOK 440 PAGE 445, ALAMANCE COUNTY REGISTRY.  
EASEMENT IS BLANKET IN NATURE AND CAN NOT BE MAPPED

6. EASEMENT TO DUKE POWER COMPANY OF RECORD IN BOOK 275 PAGE 467, ALAMANCE COUNTY REGISTRY.  
EASEMENT IS BLANKET IN NATURE AND CAN NOT BE MAPPED

7. ALL MATTERS SHOWN ON THE PLAT OF SURVEY OF RECORD IN PLAT BOOK 1 PAGE 26, ALAMANCE COUNTY REGISTRY.  
SHOWN HEREON

8. ENCROACHMENTS, OVERLAPS, OVERHANGS, UNRECORDED EASEMENTS, VIOLATED RESTRICTIVE COVENANTS, DEFICIENCY IN QUANTITY OF GROUND, LACK OF ACCESS, VIOLATED PLAT BUILDING LINES, OR ANY MATTERS NOT OF RECORD, WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE LAND.  
CURRENT SURVEY SHOWN HEREON

9. RIGHTS OF PARTIES IN POSSESSION, IF ANY.  
NOT A SURVEY MATTER

**LEGAL DESCRIPTION FILE NO. 21-030153**

PARCEL ONE:  
THAT CERTAIN TRACT OR PARCEL OF LAND LOCATED IN MELVILLE TOWNSHIP, ALAMANCE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEING ALL OF THAT CERTAIN TRACT CONTAINING 8.13 ACRES, MORE OR LESS, AS SHOWN ON PLAT ENTITLED "FINAL PLAT SURVEY FOR GERALD M. LOWE AND WIFE, LORI W. LOWE", AS PREPARED BY SIMMONS ENGINEERING & SURVEYING, INC., DATED DECEMBER 4, 2006, SAID PLAT BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR ALAMANCE COUNTY, NORTH CAROLINA, IN PLAT BOOK 71 AT PAGE 282, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.  
LESS AND EXCEPT THE TRACT OF LAND DESCRIBED BELOW AS "PARCEL TWO".

PARCEL TWO:  
BEING ALL OF LOT 27 AS SHOWN ON THE PLAT OF SURVEY OF RECORD AT PLAT BOOK 1 PAGE 26, ALAMANCE COUNTY REGISTRY, LESS AND EXCEPT ALL OF THE PROPERTY DESCRIBED IN THE FOLLOWING DEEDS:  
1. DEED OF RECORD AT RECORD BOOK 2521 PAGE 876, ALAMANCE COUNTY REGISTRY.  
2. DEED OF RECORD AT RECORD BOOK 2268 PAGE 256, ALAMANCE COUNTY REGISTRY.  
3. DEED OF RECORD AT DEED BOOK 354 PAGES 289 TO 290, INCLUSIVE, ALAMANCE COUNTY REGISTRY.

**LEGAL DESCRIPTION FILE NO. 21-030153**

1. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.  
NOT A SURVEY MATTER

2. APURTENANT EASEMENT CONTAINED IN THE DEED OF RECORD AT RECORD BOOK 2497 PAGE 220, ALAMANCE COUNTY REGISTRY.  
CURRENT SURVEY SHOWN HEREON

3. EASEMENT TO DUKE POWER COMPANY OF RECORD AT DEED BOOK 440 PAGE 445, ALAMANCE COUNTY REGISTRY.  
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SHOWN HEREON

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CURRENT SURVEY SHOWN HEREON

7. RIGHTS OF PARTIES IN POSSESSION, IF ANY.  
NOT A SURVEY MATTER

**LEGAL DESCRIPTION FILE NO. 21-030153**

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NOT A SURVEY MATTER

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**LEGAL DESCRIPTION FILE NO. 21-030153**

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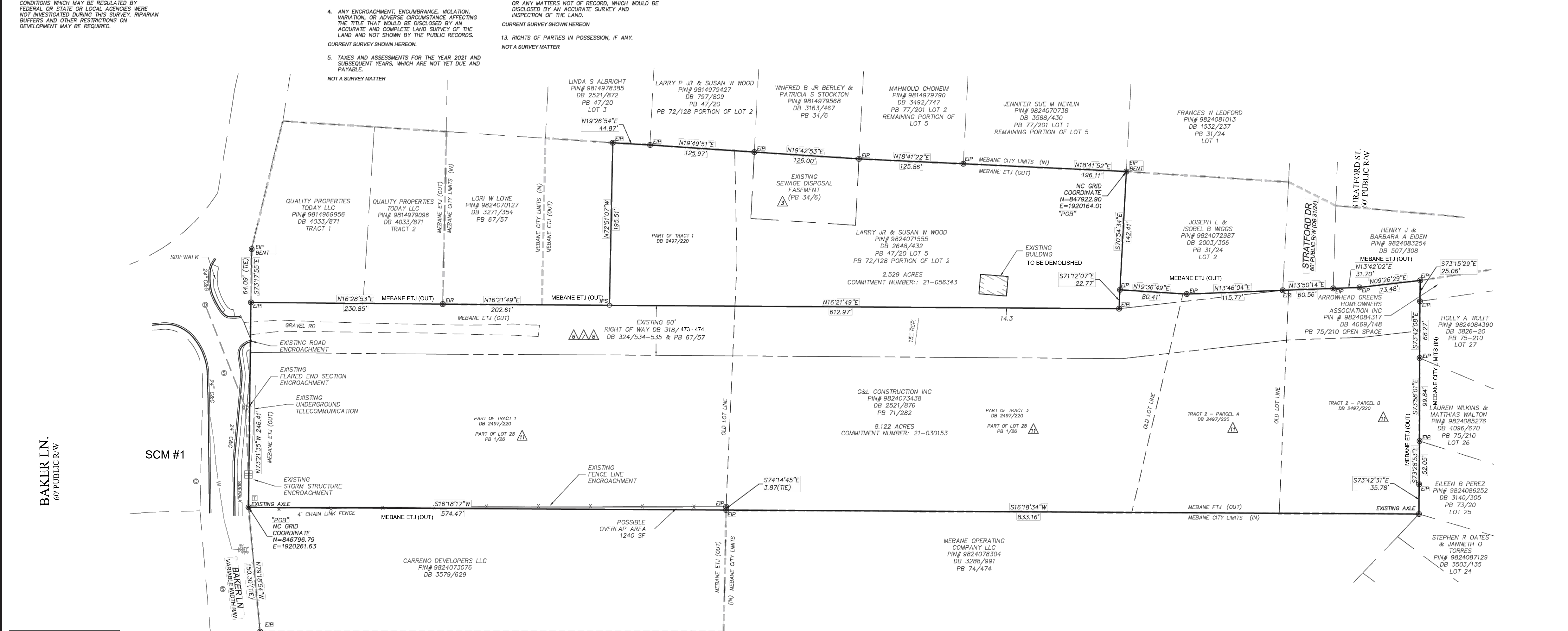
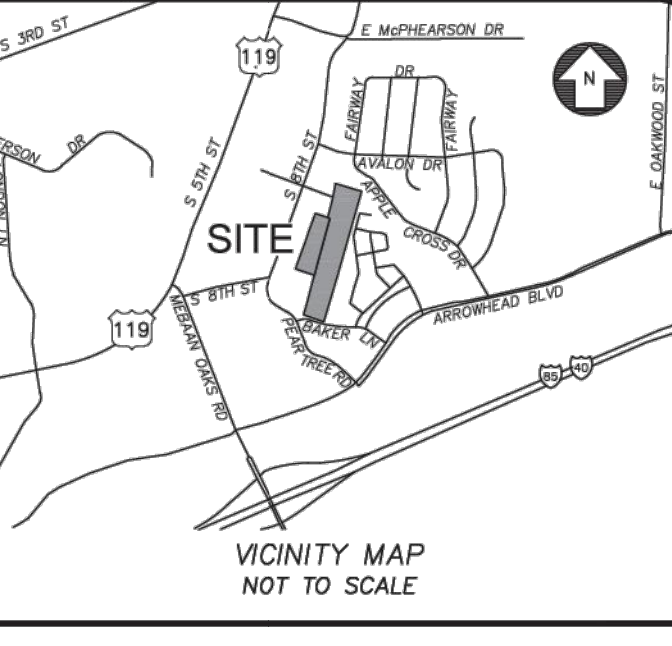
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**SYMBOL LEGEND**

⊙	EIP=EXISTING IRON PIN
■	ECM=CONCRETE MONUMENT FOUND
▲	CALCULATED POINT
○	IPS=IRON PIN SET
⊙	SANITARY MANHOLE
⊙	STORM DRAIN MH
⊙	CURB INLET
⊙	FLARED END SECTION
⊙	WATER VALVE
⊙	FIRE HYDRANT
⊙	LIGHT POLE
⊙	TELEPHONE BOX
⊙	WATER MANHOLE
⊙	CURB AND GUTTER
INV	INVERT
---	PROPERTY LINE
---	NOT SURVEYED
---	RIGHT OF WAY LINE
---	EXISTING FENCE
---	SEWER LINE
---	STORM DRAINAGE LINE
---	TOP OF BANK
---	WATER LINE
---	OVERHEAD POWER

TO KB HOME RALEIGH-DURHAM INC., LLC, A DELAWARE LIMITED LIABILITY COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY.  
COMMITMENT DATED 04/19/2021 8:30 AM  
COMMITMENT NUMBER: 21-0047  
SCHEDULE B, PART II

**EXCEPTIONS**  
ANY POLICY WE ISSUE WILL HAVE THE FOLLOWING EXCEPTIONS UNLESS THEY ARE TAKEN CARE OF TO OUR SATISFACTION.

- (A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OR ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
- ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.
- EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.

NOT A SURVEY MATTER

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NO.	DATE	BY	REVISIONS
6			
5			
4			
3			
2			
1			
0			

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SUMMIT  
DESIGN AND ENGINEERING  
DRAWING ALTERNATION

IF A VIOLATION OF ANY FEDERAL, STATE, OR LOCAL LAW, OR ANY PROFESSIONAL OR LICENSED ARCHITECT, PROFESSIONAL ENGINEER, PROFESSIONAL LAND SURVEYOR, OR ANY OTHER PROFESSIONAL OR LICENSED PERSON HAS OCCURRED OR MAY OCCUR IN CONNECTION WITH THIS DOCUMENT, THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMISSIONS FROM THE APPROPRIATE AGENCIES TO ALTER THIS DOCUMENT IN ANY MANNER THAT MAY AFFECT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

PROJECT MANAGER  
TT

DRAWN BY  
MJP

SCALE  
1"=60'

**SUMMIT**  
DESIGN AND ENGINEERING SERVICES

License # P-0339  
330 Executive Court  
Hillsborough, NC 27278-8551  
Voice: (919) 732-3883 Fax: (919) 732-6676  
www.summitnc.net

CLIENTS ADDRESS  
518 S ASHBORO ST  
LIBERTY, NC 27288

ALTA/NSPS LAND TITLE SURVEY FOR:  
**KB HOMES - BAKER LANE TOWNHOMES**

MELVILLE TWP., ALAMANCE CO., NORTH CAROLINA  
FIELD WORK PERFORMED MAY 24, 2021  
PROPERTY AS DESCRIBED IN DEED BOOK 71, PAGE 282  
STANDING IN THE NAME OF:  
G & L CONSTRUCTION INC. & LARRY JR. & SUSAN W. WOOD

PROJECT NO.  
**21-0047**

DRAWING NO.  
**21-0047-ALTA**  
C-2

DATE OF PLAT OR MAP: 05/XX/2021  
**PRELIMINARY PLAT**  
Not for Recordation, Conveyance or Sales

PROFESSIONAL LAND SURVEYOR L-4298  
SUMMIT DESIGN AND ENGINEERING SERVICES, PLLC. REG. NUMBER P-0339

NOTE: EXISTING PARCEL HAS MIX OF HARDWOODS AND PINES, NO WETLANDS FOUND ON SITE, NO SLOPES GREATER THAN 15%.

I, THOMAS A. TELLU, N.C.P.L.S. #4298, CERTIFY THAT NO GRID DATA SHOWN ON THIS PLAT WAS OBTAINED FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: "A"
- (2) POSITIONAL ACCURACY: 0.07"
- (3) TYPE OF GPS FIELD PROCEDURE: VRS
- (4) DATES OF SURVEY: 05/24/2021
- (5) DATUM/EPOCH: NAD 83/2011
- (6) PUBLISHED/FIXED CONTROL USED: HELD VRS
- (7) GEOD MODEL: 2019B
- (8) COMBINED GRID FACTOR: 0.99995022
- (9) UNITS: US SURVEY FEET

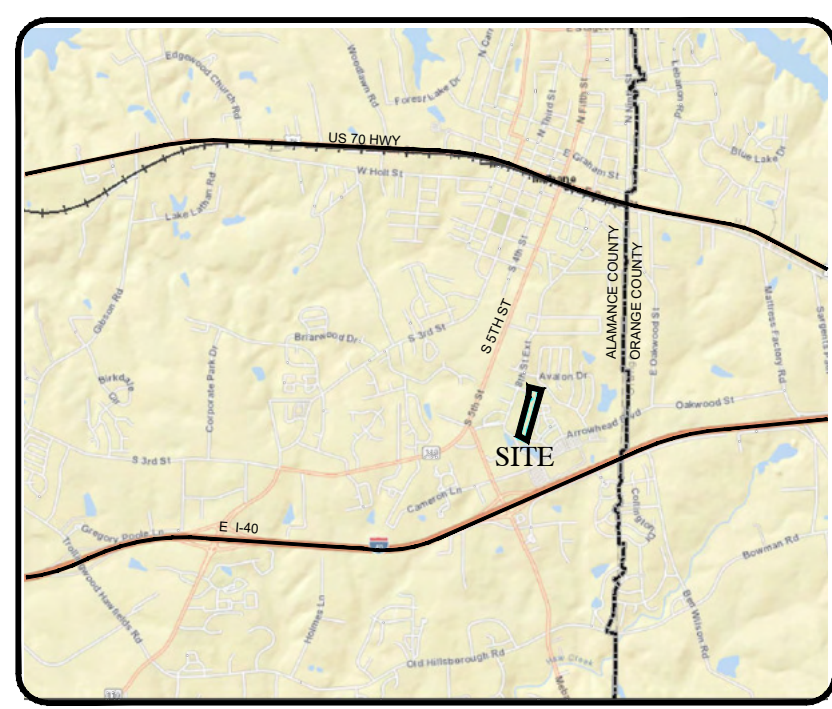
TO KB HOME RALEIGH-DURHAM INC., A DELAWARE LIMITED LIABILITY COMPANY AND ITS SUCCESSORS AND ASSIGNS AND FIRST AMERICAN TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,6,(8),11,13,14,19. THE FIELD WORK WAS COMPLETED ON 5/21/2021.

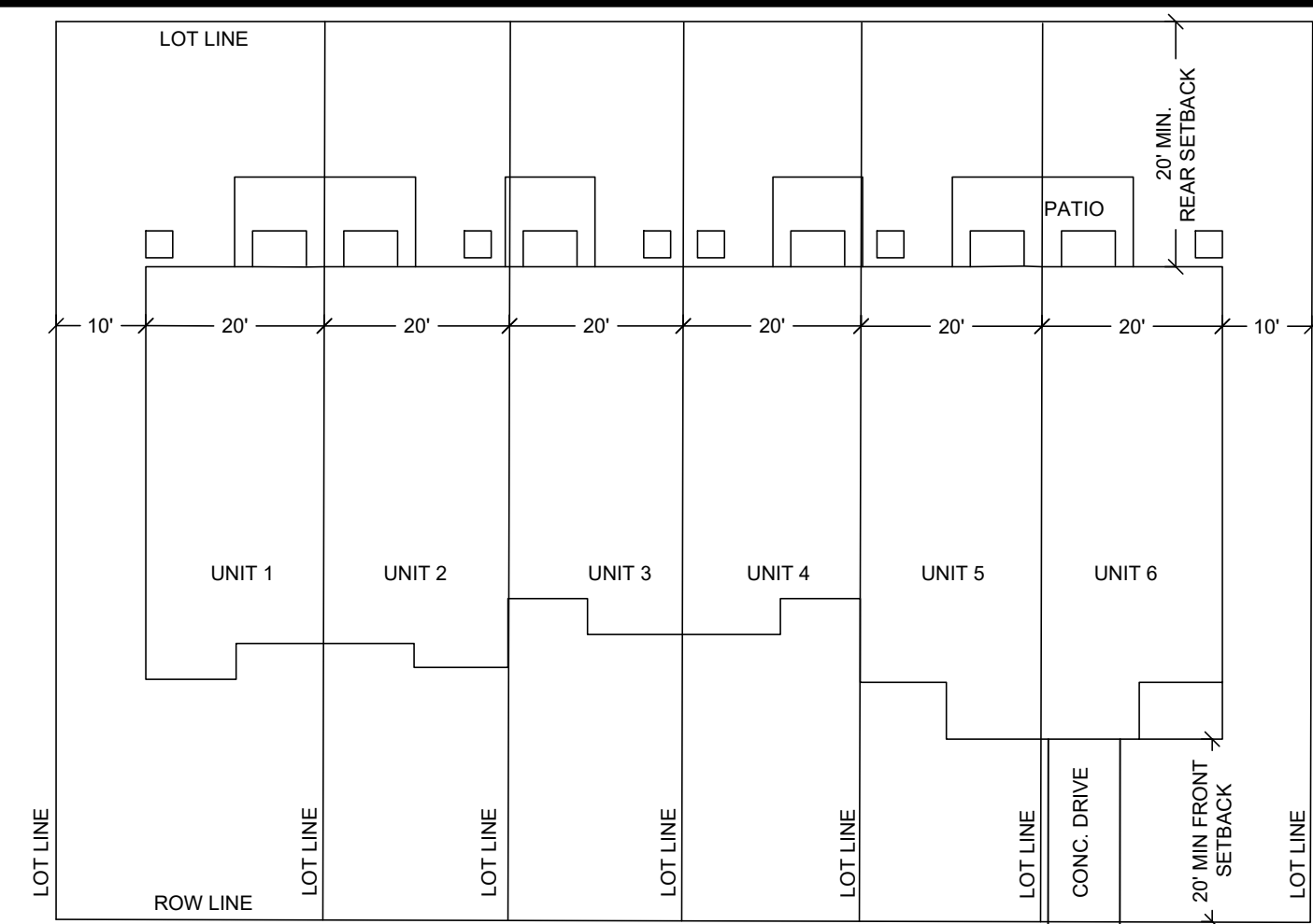
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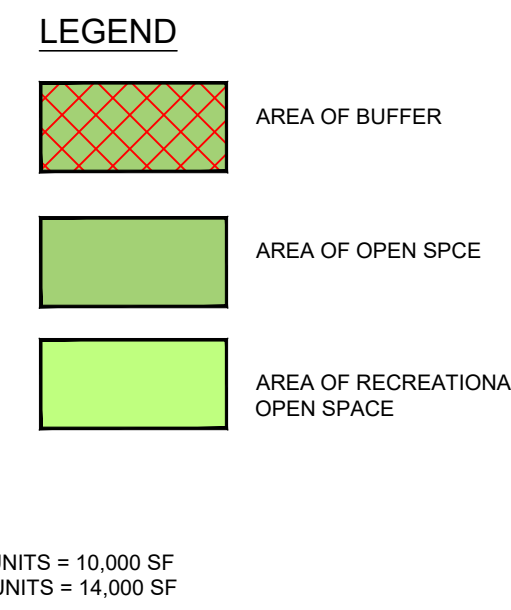
SEAL  
L-4298  
THOMAS A. TELLU



VICINITY MAP  
NTS



TYPICAL LOT LAYOUT  
NTS

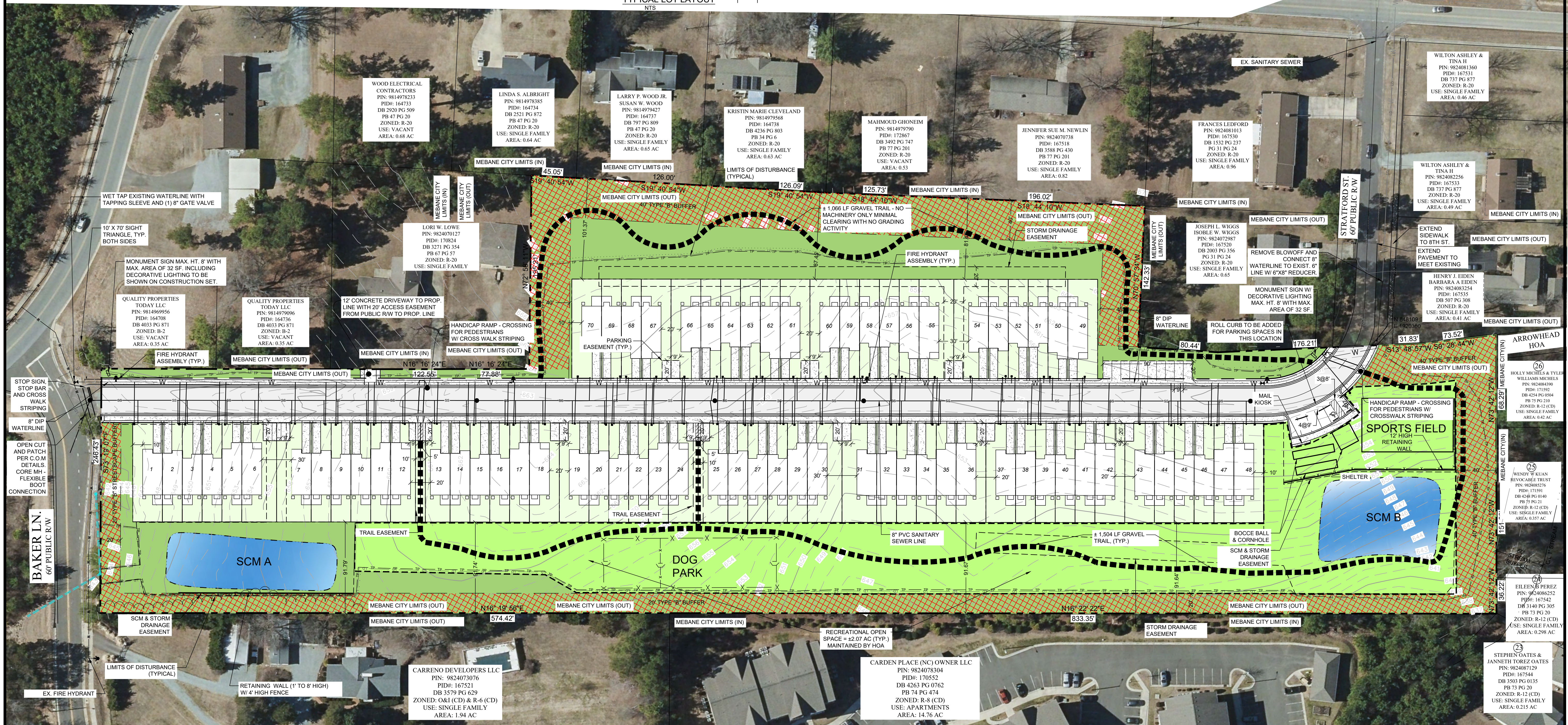


MINIMUM LOT SIZE FOR 4 UNITS = 10,000 SF  
6 UNITS = 14,000 SF

**SITE INFORMATION :**

<b>CURRENT OWNER:</b>	LARRY JR & SUSAN W WOOD G & L CONSTRUCTION, LLC	<b>CURRENT / PROPOSED IMPERVIOUS:</b>	0% / 44% (4.68 AC)
<b>APPLICANT:</b>	KB HOME CAROLINAS DIVISION	<b>OPEN SPACE REQUIRED/ PROVIDED:</b>	500 SF x UNITS (70) 7.53% (0.80 AC) / 10.5% (1.12 AC)
<b>PARCEL ID:</b>	982407555 & 9824073438	<b>ACTIVE RECREATIONAL AREA REQUIRED/ PROVIDED:</b>	PUBLIC RECREATION IS REQUIRED AND FEE IN LIEU REQUESTED (\$70,486) FOR 0.0285714 AC/UNIT (70) = 2.0 AC PRIVATE AMENITIES TO BE HOA MAINTAINED
<b>SITE ADDRESS:</b>	PEARTREE DR & PARKER LANE	<b>FRONT SETBACK:</b>	20 FEET WITH DRIVEWAYS
<b>JURISDICTION:</b>	MELVILLE	<b>REAR SETBACK:</b>	20 FEET
<b>RIVER BASIN:</b>	CAPE FEAR	<b>SIDE SETBACK:</b>	10 FEET FOR END UNIT ONLY
<b>WATERSHED:</b>	NONE	<b>SEPARATION OF BUILDING:</b>	20 FEET BETWEEN BUILDINGS MIN.
<b>WATERSHED PROTECTION:</b>	NONE	<b>PARKING:</b>	REQUIRED = 2/DWELLING PLUS 0.5 PER BEDROOM OVER 2 BEDROOMS
<b>EXISTING USE:</b>	VACANT	<b>SPACES REQUIRED:</b>	175 (INCLUDED: 1/DRIVEWAY & 1/GARAGE) 177
<b>EXISTING ZONING:</b>	R-8 (CD) & R-20	<b>PROVIDED:</b>	177
<b>PROPOSED ZONING:</b>	R-8 (CD)	<b>LENGTH OF ROAD:</b>	± 1,284 LF
<b>PROPOSED USE:</b>	TOWNHOME DEVELOPMENT	<b>AREA WITHIN R.O.W.:</b>	± 57,787 SF
<b>TOTAL GROSS AREA:</b>	10.67 ACRES		
<b>ON-SITE LAND DISTURBANCE AREA:</b>	8.43 ACRES - 79%		
<b>DENSITY ALLOWED:</b>	10 LOTS / 1 AC = 107		
<b>DENSITY PROPOSED:</b>	6.5 LOTS / 1 AC = 70		
<b>PROPOSED NUMBER OF LOTS:</b>	70		

NOTE: A LANDSCAPE PLAN WILL BE PROVIDED AT CONSTRUCTION DRAWING SUBMITTAL.  
LANDSCAPE SCREENING BETWEEN DOG PARK, RECREATION AREA, MAIL KIOSK PARKING AND ADJACENT TOWNHOMES.



NOTE: BOUNDARY AND TOPOGRAPHY INFORMATION SHOWN HEREON WAS TAKEN FROM A CAD FILE PROVIDED BY CAROLINA CORNERSTONE SURVEYING & LAND DESIGN, DATED: 2/20/2019

NO.	REVISIONS	DATE	BY
7			
6			
5			
4			
3			
2			
1	APPROVED SITE PLAN	07/12/22	DS

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**PROJECT ENGINEER/ARCHITECT**  
AM (ALEXANDER@SUMMITDE.COM)  
**PROJECT MANAGER**  
DS (DON.SERGE@SUMMITDE.COM)  
**DRAWN BY**  
JA (JIMMY.ASHLEY@SUMMITDE.COM)  
**FIRST ISSUE DATE**  
04-14-2021



**SUMMIT DESIGN AND ENGINEERING SERVICES**  
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Fayetteville, NC 27803  
Voice: (919) 732-3883 Fax: (919) 732-4676  
www.summitde.com

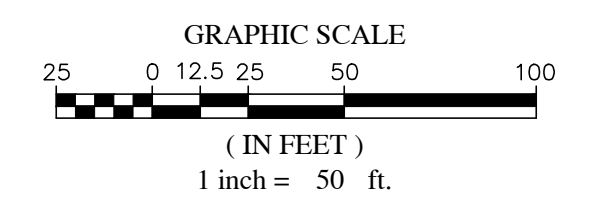
**SITE PLAN**  
**PEARTREE TOWNHOMES**  
BAKER LN  
MEBANE, NC  
**PRELIMINARY SITE AND UTILITY PLAN**

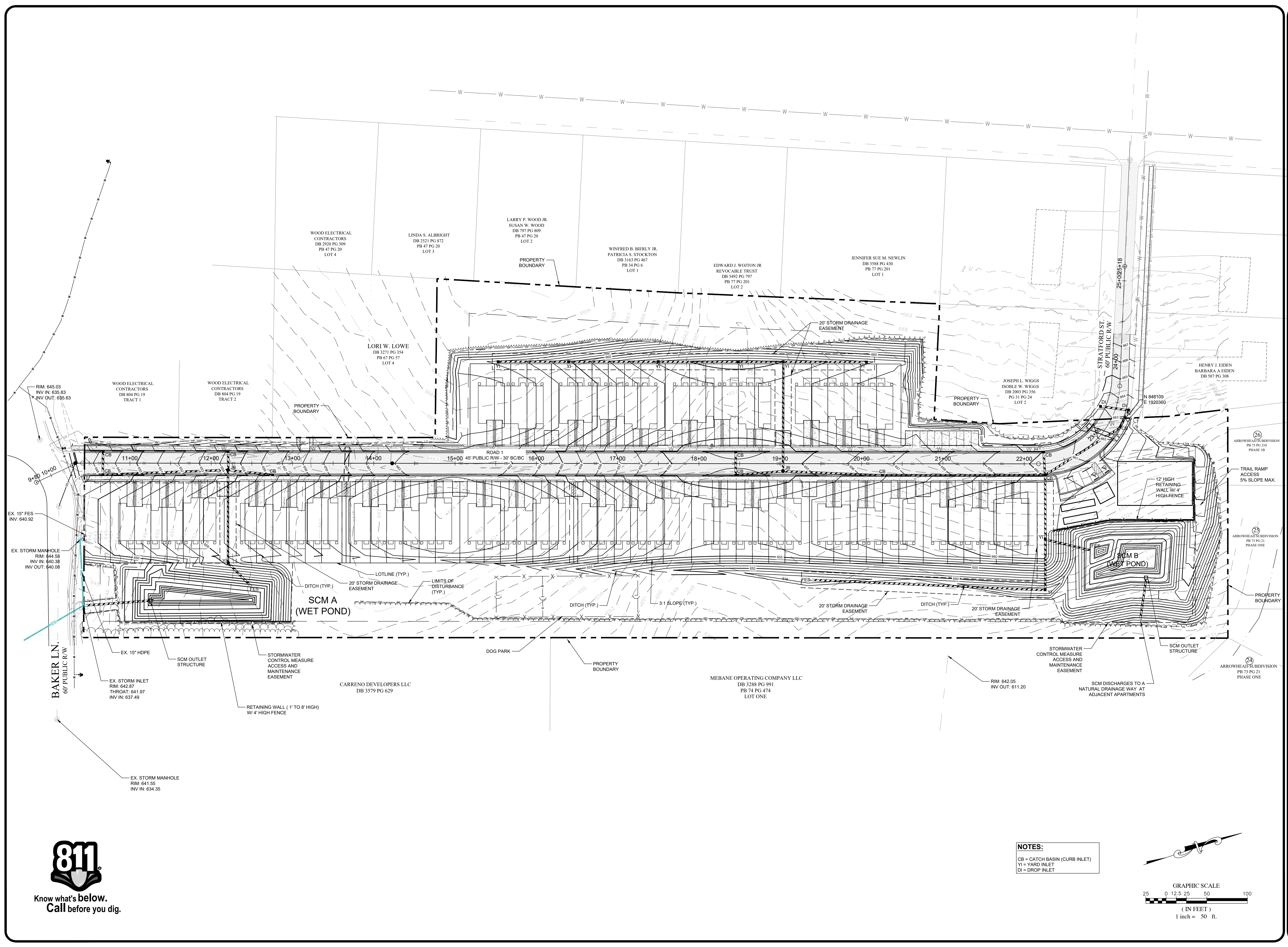
**PROJECT NO.**  
21-0047  
**DRAWING NAME:**  
21-0047\_S.dwg  
**SHEET NO.**  
C-3



Know what's below.  
Call before you dig.

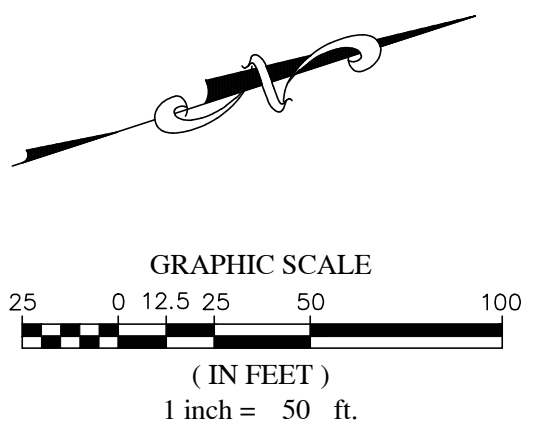
CONTRACTOR SHALL NOTIFY "811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.





Know what's below.  
Call before you dig.

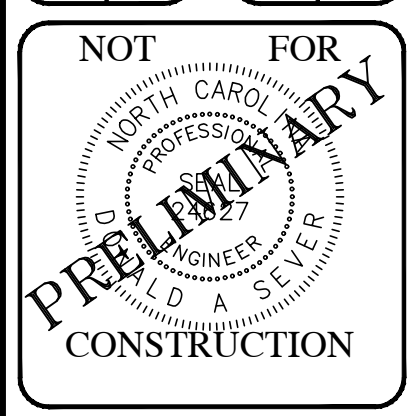
**NOTES:**  
 CB = CATCH BASIN (CURB INLET)  
 YI = YARD INLET  
 DI = DROP INLET



NO.	REVISIONS	DATE	BY
7			
6			
5			
4			
3			
2			
1	APPROVED SITE PLAN	07/12/22	DS

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**PROJECT ENGINEER/ARCHITECT**  
 AM (ALEX.MANGO@SUMMITDE.COM)  
**PROJECT MANAGER**  
 DS (DON.SER@SUMMITDE.COM)  
**DRAWN BY**  
 JA (JIMMY.ASHLEY@SUMMITDE.COM)  
**FIRST ISSUE DATE**  
 06-14-2021



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 Fittsborough, NC 27278  
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**SITE PLAN**  
**PEARTREE TOWNHOMES**  
 BAKER LN  
 MEBANE, NC  
**GRADING & STORM DRAINAGE PLAN**

**PROJECT NO.**  
 21-0047  
**DRAWING NAME:**  
 21-0047\_G.dwg  
**SHEET NO.**  
 C-4

---

# PLANNING PROJECT REPORT

DATE	07/07/2022
PROJECT NUMBER	RZ 22-09
PROJECT NAME	Peartree Townhomes
APPLICANT	KB Home Carolinas Division 4506 S. Miami Blvd Ste. 100 Durham, NC 27703

## CONTENTS

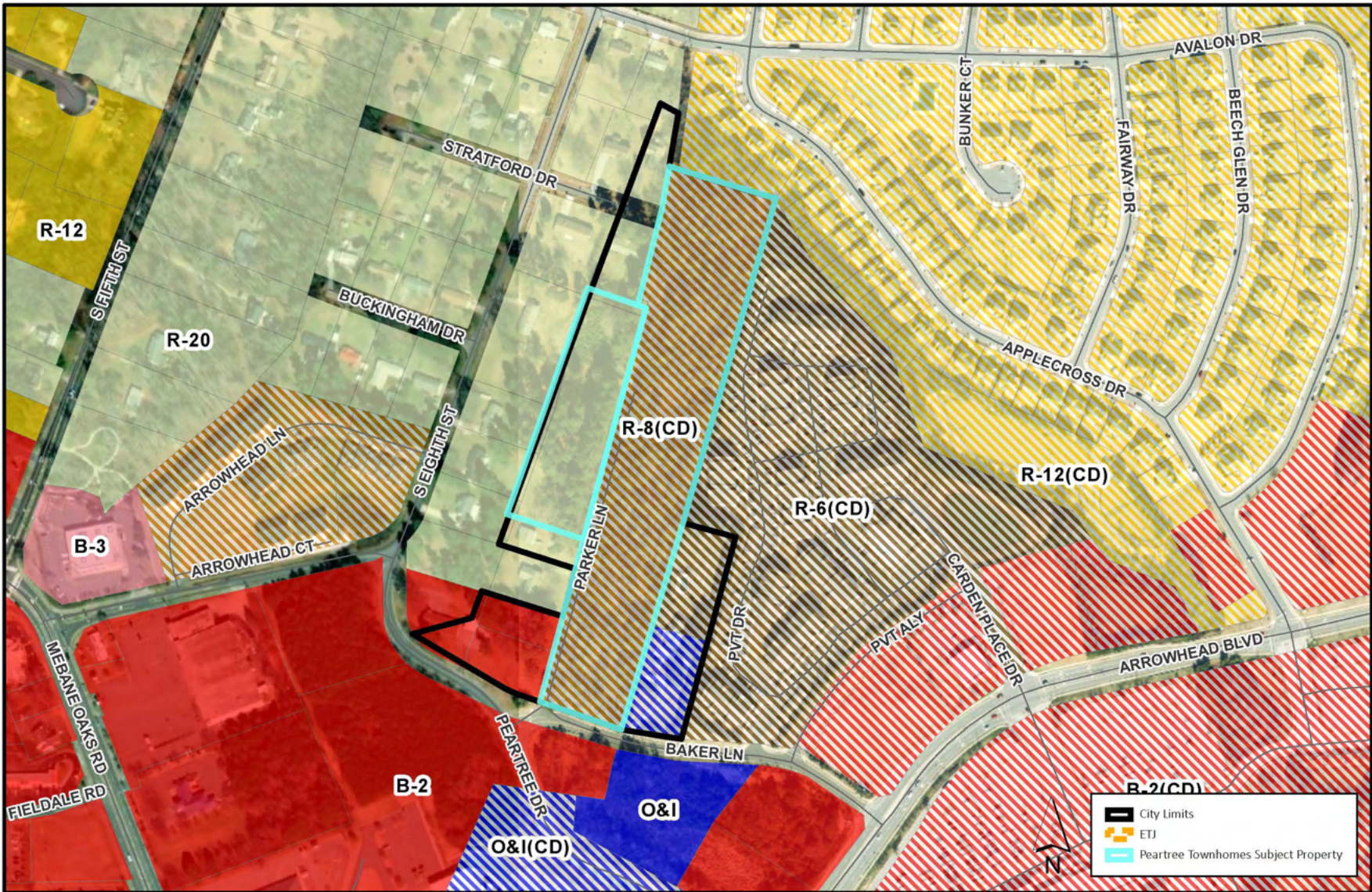
PROJECT NAME & APPLICANT .....	PAGE 1
ZONING REPORT .....	PAGE 2
LAND USE REPORT .....	PAGE 4
UTILITIES REPORT .....	PAGE 7
STAFF ZONING REQUEST RECOMMENDATION .....	PAGE 8

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## ZONING REPORT

<b>EXISTING ZONE</b>	R-8(CD) (Residential, Conditional Zoning District) and R-20 (Residential)
<b>REQUESTED ACTION</b>	R-8(CD) (Residential, Conditional Zoning District)
<b>CONDITIONAL ZONE?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>CURRENT LAND USE</b>	Vacant, Forested
<b>PARCEL SIZE</b>	+/- 10.67 acres
<b>PROPERTY OWNERS</b>	Larry, Jr & Susan W. Wood 106 Sam Snead Dr. Mebane, NC 27302 GPIN: 9824071555
<b>LEGAL DESCRIPTION</b>	G&L Construction, LLC 518 S. Asheboro St. Liberty, NC 27298 GPIN: 9824073438
<b>AREA ZONING &amp; DISTRICTS</b>	Request to rezone two properties totaling +/- 10.67 acres located at Peartree Drive & Parker Lane (PINs 9824071555 & 9824073438) from R-8 (CD) and R-20 to R-8 (CD) to allow for a residential development of 70 townhomes by KB Home Carolina Division. Properties to the west are zoned R-20 (Residential), and properties to the north are zoned R-12(CD) (Residential Conditional). Properties to the east are zoned R-6(CD) (Residential) and O&I(CD) (Office & Institutional Conditional). B-2 Zoning (General Business) is to the south and southwest.
<b>SITE HISTORY</b>	The larger of the two properties was conditionally rezoned by the Mebane City Council on May 7, 2019 to allow for a 60-unit affordable, apartment development for older adults. Construction plans for this development were never submitted to the City.  The site is currently wooded with a gravel road connecting to Baker Lane to provide access to an adjacent single-family home.
<b>STAFF ANALYSIS</b>	
<b>CITY LIMITS?</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>PROPOSED USE BY-RIGHT?</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>SPECIAL USE?</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>EXISTING UTILITIES?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>POTENTIAL IMPACT OF PROPOSED ZONE</b>	The proposed rezoning is consistent with the predominantly residential zoning in the area including the adjacent R-12(CD) zoning to the north of the site, and the higher density R-6(CD) zoning of Carden Place Apartments. The overall density of the project is 6.5 lots per acre, which is lower than the maximum density permitted for townhomes in the R-8 district (10 lots per acre).





	City Limits
	ETJ
	Peartree Townhomes Subject Property



**CITY OF MEBANE**  
**ZONING MAP**

**Conditional Rezoning**  
**Peartree Townhomes**

1 inch = 350 feet

DATE: 07/08/22

DRAWN BY: AV

---

## LAND USE REPORT

EXISTING LAND USE	Vacant & Forested
PROPOSED LAND USE & REQUESTED ACTION	The applicant is requesting a conditional rezoning to develop two properties totaling +/- 10.67 acres located on Baker Lane (PINs 9824071555 & 9824073438) for a residential development of 70 townhomes.
PROPOSED ZONING	R-8 (CD) (Residential, Conditional Zoning District)
PARCEL SIZE	+/- 10.67
AREA LAND USE	<p>The residentially-zoned properties to the site's west are occupied by single-family homes on larger, half- and one-acre lots. The adjoining lots in the Arrowhead Subdivision to the north are occupied by single-family homes on smaller lots. Carden Place Apartments are directly to the east. Nearby non-residential uses include a plumbing business, the Alamance Regional Medical Center, and commercial uses along Arrowhead Blvd such as the Tanger Outlets.</p> <p>The applicant proposes the following private recreational amenities to be maintained by the HOA: +/- 2,570 linear feet of a gravel trail, a sports field, bocce ball and cornhole courts, a shelter, and a dog park.</p>
ONSITE AMENITIES & DEDICATIONS	<p>The applicant proposes to extend the internal sidewalk network to connect to existing sidewalk on Baker Lane and to S Eighth Street via Stratford Drive. The sidewalk extensions are proposed in existing right-of-way. Additionally, the applicant will pave in the Stratford Drive right-of-way, beyond the site's property boundary, to connect to the existing street network.</p> <p>The applicant proposes to save existing trees, as shown on the site plan, to assist in buffering the site from adjoining properties.</p>
WAIVER REQUESTED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DESCRIPTION OF REQUESTED WAIVER(S)	<p>A waiver is requested from dimensional requirements to allow for a minimum front setback of 20' and a minimum end-unit, side setback of 10'.</p> <p>The applicant proposes a payment <i>in lieu</i> of providing the required two acres of public recreational space.</p>

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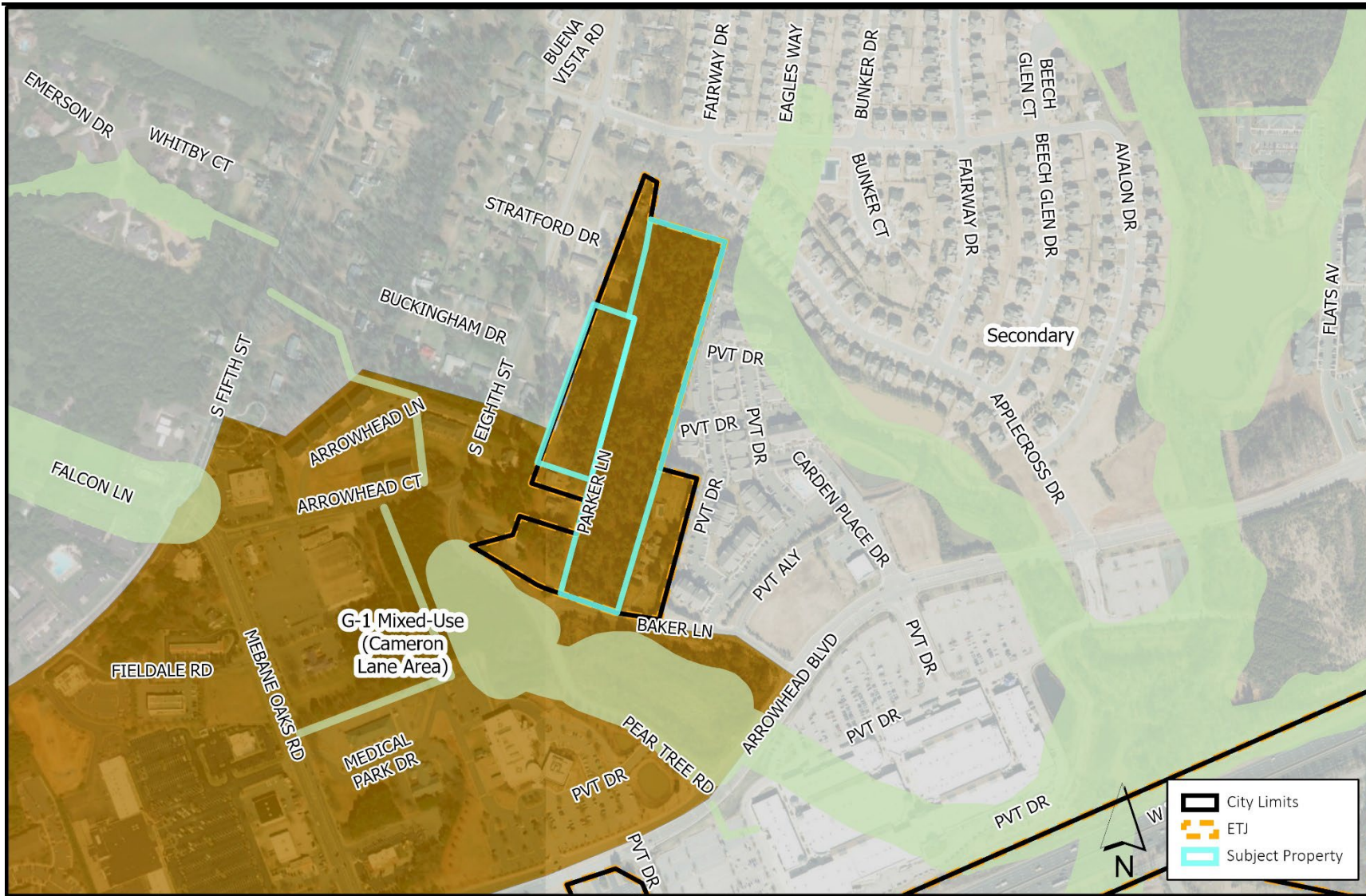
**CONSISTENCY WITH *MEBANE BY DESIGN* STRATEGY**

**LAND USE GROWTH STRATEGY DESIGNATION(S)**      G-1 Mixed-Use (Cameron Lane)

**OTHER LAND USE CONSIDERATIONS**

***MEBANE BY DESIGN* GOALS & OBJECTIVES SUPPORTED**      GROWTH MANAGEMENT 1.1  
Encourage a variety of uses in growth strategy areas and in the downtown, promote/encourage a village concept that supports compact and walkable environments.

***MEBANE BY DESIGN* GOALS & OBJECTIVES NOT SUPPORTED**



**CITY OF MEBANE**  
**Future Growth Area Map**

**Conditional Rezoning**  
**Peartree Townhomes**

1 inch = 500 feet

DATE: 07/08/22

DRAWN BY: AV

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## UTILITIES REPORT

<b>AVAILABLE UTILITIES</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>A petition for annexation is required prior to connection.</i>
<b>PROPOSED UTILITY NEEDS</b>	Per the memorandum from Franz Holt of AWCK, the estimated daily water and sewer demand for this project is 10,500 gallons per day (70 homes at 150 gallons per day each). The project proposes an 8-inch connection to the City's existing 8-inch water line along Baker Lane and extending the line through the project and connecting to the existing dead-end 6-inch water line in Stratford Street creating a loop system. The project proposes an 8-inch sanitary sewer connection with the City's existing 8-inch gravity sewer line in Baker Lane.
<b>UTILITIES PROVIDED BY APPLICANT</b>	Applicant has pledged to provide all on-site utilities, as described in AWCK's Technical Memo.
<b>MUNICIPAL CAPACITY TO ABSORB PROJECT</b>	The City has adequate water & sewer supply to meet the domestic and fire flow demands of the project.
<b>CONSISTENCY WITH MEBANE LONG RANGE UTILITY PLAN?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>ADEQUATE STORMWATER CONTROL?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>INNOVATIVE STORMWATER MANAGEMENT?</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>TRANSPORTATION NETWORK STATUS</b>	
<b>CURRENT CONDITIONS</b>	The subject properties are situated north of Baker Lane just to the northeast of the intersection with Peartree Road. The site plan features one proposed driveway entrance on Baker Lane and one Stratford Drive.  NCDOT provides data for nearby S Eighth Street, a two-lane undivided road. In 2019, the average daily traffic volume for S Eighth was 1,900 trips. Between Mebane Oaks Road and Avalon Dr, S Eighth Street registers a moderate Safety Score of 45.
<b>TRAFFIC IMPACT ANALYSIS REQUIRED?</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>DESCRIPTION OF RECOMMENDED IMPROVEMENTS</b>	A TIA was not warranted. The applicant is proposing to improve sidewalk connections and Stratford Drive as shown on the site plan.

---

CONSISTENCY WITH THE MEBANE  
BICYCLE AND PEDESTRIAN  
TRANSPORTATION PLAN?

YES  NO

MULTIMODAL IMPROVEMENTS  
PROVIDED BY APPLICANT?

YES  NO

DESCRIPTION OF MULTIMODAL  
IMPROVEMENTS

The applicant proposes to extend a sidewalk along Stratford Drive between the development and S Eighth Street. Additionally, the applicant will ensure connections to existing sidewalk on Baker Lane.

---

### STAFF RECOMMENDATION

STAFF ZONING  
RECOMMENDATION

APPROVE  DISAPPROVE

STAFF SPECIAL USE FINDING

CONSISTENT  NOT CONSISTENT.....WITH *MEBANE BY DESIGN*

RATIONALE

The proposed development “Peartree Townhomes” is consistent with the guidance provided within *Mebane By Design*, the Mebane Comprehensive Land Development Plan. Specifically, it serves Goal 1.1. The proposed project is in harmony with surrounding residential uses.



July 13, 2022

Mr. Donald A. Sever, PE  
Summit Design and Engineering Services  
1110 Navaho, Dr. STE. 600  
Raleigh, NC 27609

Subject: Peartree Townhomes – Water and Sewer System Layout

Dear Mr. Sever:

Regarding the Preliminary Site Plans for Peartree Townhomes and in accordance with the UDO, this letter indicates that I have reviewed the preliminary water and sewer system layout and find it acceptable and meeting City of Mebane requirements as follows:

- A. Water system – The project proposes an 8-inch connection to the City’s existing 8-inch water line along Baker Lane and extending the line through the project and connecting to the existing dead-end 6-inch water line in Stratford Street creating a loop system. Appropriate valves and fire hydrant spacing are shown with the water main improvements. When designed and installed to City and State standards, this public line will become part of the City’s water system. The estimated daily water use for this project is 10,500 gallons per day (70 homes at 150 gallons per day each). The City has adequate water capacity available to meet the domestic demand and fire flow requirements of this project.
  
- B. Sanitary Sewer system – The project proposes an 8-inch sanitary sewer connection with the City’s existing 8-inch gravity sewer line in Baker Lane. Internal to the project site is a proposed 8-inch gravity sewer line with appropriately spaced manholes. When designed and installed to City and State standards, this public sewer extension will become part of the City’s sanitary sewer collection system. The state permitted daily sewer use for this project is 16,800 gallons per day (70 homes with 3-bedrooms at 240 gallons per day each). Actual tributary flow will be closer to 10,500 gallons per day. The City has adequate sewer capacity available at the downstream Southeast Regional Sewer Pump Station and at the WRRF to meet the permitted and expected tributary demand.

If there are any questions, please let me know.

Sincerely,

Franz K. Holt, P.E. City Engineer  
CC: Ashley Ownbey, Interim Development Director  
Kyle Smith, Utilities Director



Technical Memorandum

Date: July 13, 2022

To: Ashley Ownbey, Interim Development Director

From: Franz K. Holt, P.E.

Subject: Peartree Townhomes – City Engineer review

City Engineering has reviewed the Preliminary Site Plans for Peartree Townhomes dated July 12<sup>th</sup>, 2022, by Don A. Sever, P.E. with Summit Design and Engineering Services Raleigh, NC and provides the following technical comments.

#### A. General

Peartree Townhomes is a residential development which proposes seventy townhomes (one 4-unit building and eleven 6-unit buildings) located on approximately 10.67 acres off Baker Lane.

Phase 2 post construction runoff rules also apply to the project. The plans show approximately 44% built upon area which require storm water control measures (SCMs) (two shown).

Water and sewer service are from Mebane 8-inch water and sewer lines in Baker Lane.

One local public road is proposed to serve the development and installed to City of Mebane Standards of thirty-one' b-b curb and gutter. The developer proposes sidewalks on both sides of the internal street improvements and with one sidewalk to S. Eighth Street along Stratford Street.

Amenities include a private gravel trail proposed to be constructed in the surrounding private shared area, bocce ball and cornhole, sports field and dog park. All amenities are HOA maintained.

#### B. Availability of City Water and Sewer

In compliance with the UDO, this memo indicates that I have reviewed the preliminary water and sewer system layout and find it acceptable and meeting City of Mebane requirements as follows:

1. Water system – The project proposes an 8-inch connection to the City's existing 8-inch water line along Baker Lane and extending the line through the project and connecting to the existing dead-end 6-inch water line in Stratford Street creating a loop system. Appropriate valves and fire hydrant spacing are shown with the water main improvements. When designed and installed to City and State standards, this public line will become part of the City's water system. The estimated daily water use for this project is 10,500 gallons per day (70 homes at





150 gallons per day each). The City has adequate water capacity available to meet the domestic demand and fire flow requirements of this project.

2. Sanitary Sewer system – The project proposes an 8-inch sanitary sewer connection with the City’s existing 8-inch gravity sewer line in Baker Lane. Internal to the project site is a proposed 8-inch gravity sewer line with appropriately spaced manholes. When designed and installed to City and State standards, this public sewer extension will become part of the City’s sanitary sewer collection system. The state permitted daily sewer use for this project is 16,800 gallons per day (70 homes with 3-bedrooms at 240 gallons per day each). Actual tributary flow will be closer to 10,500 gallons per day. The City has adequate sewer capacity available at the downstream Southeast Regional Sewer Pump Station and at the WRRF to meet the permitted and expected tributary demand.

### C. Watershed Overlay District and Phase II Stormwater Requirements

1. Watershed Overlay District requirements provided in the UDO.  
These requirements in the UDO are for the Back-Creek Watershed, which includes the Graham-Mebane Lake. The proposed project is not in the watershed overlay district and related requirements do not apply.
2. Phase II Stormwater Post Construction Ordinance  
The UDO provides standards for Storm Water Management and requires compliance with the Mebane Post Construction Runoff Ordinance (which is a stand-alone ordinance titled the Phase II Stormwater Post Construction Ordinance (SPCO)). The standards in the UDO are general standards as the Ordinance itself provides detailed standards. The SPCO does apply to this project as it will disturb more than one acre of land requiring a stormwater permit application. The estimated new built upon area is more than 24% and therefore considered high density under this ordinance requiring stormwater control measures. Additionally, the city requires 10-year stormwater detention at a min. for all storm water control measures (SCMs).

### D. Storm Drainage System

The UDO provides requirements for storm drainage systems. The preliminary site plans include a preliminary piping layout that indicates certain pipe locations, inlets, and discharge points. Stormwater flows from these pipes to stormwater control measures (SCM). Design of the storm drainage system will be in accordance with the City’s Storm Drainage Design Manual.

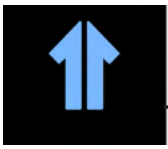


#### **E. Street Access**

The proposed street is considered local and to be constructed to City of Mebane standards with thirty-one' b-b curb and gutter and sidewalk on at least one side of the road (sidewalk is shown on both sides). Two connections (no turn lanes) to existing roadways (Baker Lane and Stratford Street - city streets).

#### **F. Construction Plan Submittal**

The preliminary plans show the proposed water lines, sewer lines, and storm drainage and stormwater management devices to indicate that the project is feasible for utility service and providing stormwater management. Based on city engineering review, it is my opinion that said plans are in substantial compliance with the UDO. Construction plans will follow preliminary plan approval and require TRC review and approval prior to beginning construction.



**TRAFFIC IMPACT STATEMENT**

**Peartree Townhomes, Baker Lane – Mebane, NC Site Information Requirements**

The proposed development is planning to construct seventy (70) townhome units on Baker Lane in Mebane, North Carolina, northwest of Arrowhead Boulevard, and south of Avalon Drive. The site will access Baker Lane with one new driveway access, and extend north through the site to a second access point, connecting to Stratford Drive. The new section of street constructed on the site will be a public street.

**From the City of Mebane Unified Development Ordinance:**

Section 7-6.10 Traffic Impact Analysis

A. Applicability

A traffic impact study shall be required for applications for preliminary plat or rezoning requests that are anticipated to generate 100 or more undisturbed peak hour vehicle trips or 1,000 or more undisturbed average daily trips (ADT), based on trip generation rates from the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. A traffic impact study may be required for applications for preliminary plat, rezoning requests, or special use requests that rely upon roads experiencing congestion or safety concerns, as determined by the Technical Review Committee. The Technical Review Committee may use its discretion to waive the requirement to conduct a traffic impact study.

**Trip Generation review**

A review was made of the ITE Trip Generation Manual, 10<sup>th</sup> Edition, Land Use Code 220 for Low Rise Multi-family units was selected to provide the trip generation. The variable selected for the trip generation is based on trips per dwelling unit, and the TripGen was calculated by the equation method, and for the peak hour of the adjacent street (as opposed to the generator itself), per NCDOT TIA Guidelines, Rate vs. Equation Spreadsheet. The attached table summarizes the trip generation for the facility based on the existing use and proposed expansion. The highest hour of traffic occurs in the PM peak hour with 43 trips, and the average daily trips on a weekday generate 488 trips.

**Conclusion**

Based on input from the owners, and the trip generation rates calculated, the proposed development will not generate enough additional traffic (100 peak hour trips or 1,000 weekday trips) such that the UDO would require a Traffic Impact Analysis for this site.

Respectfully,

Edward W. Sirgany, P.E.  
Traffic & Technology Engineer



*Edward W. Sirgany*

7/11/2022

## Trip Generation Summary

Alternative: Alternative 1

Phase:

Project: Peartree Townhomes - Mebane

Open Date: 7/11/2022

Analysis Date: 7/11/2022

ITE	Land Use	Weekday Average Daily Trips			Weekday AM Peak Hour of Adjacent Street Traffic			Weekday PM Peak Hour of Adjacent Street Traffic		
		* Enter	Exit	Total	* Enter	Exit	Total	* Enter	Exit	Total
220	LOW-RISE 1	244	244	488	8	26	34	27	16	43
	70 Dwelling Units									
	Unadjusted Volume	244	244	488	8	26	34	27	16	43
	Internal Capture Trips	0	0	0	0	0	0	0	0	0
	Pass-By Trips	0	0	0	0	0	0	0	0	0
	Volume Added to Adjacent Streets	244	244	488	8	26	34	27	16	43

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

\* - Custom rate used for selected time period.

---

## AGENDA ITEM #5D

Ordinance to Extend the Corporate Limits-  
BC Stagecoach, LLC- Stagecoach Corner

---

### Meeting Date

August 1, 2022

---

### Presenter

Lawson Brown, City Attorney

---

### Public Hearing

Yes  No

---

### Summary

The Council will consider the approval of an Ordinance to Extend the Corporate Limits as the next step in the annexation process. This is a contiguous annexation containing approximately 14.48 acres located at Stagecoach Road in Orange County.

---

### Background

At the July 11, 2022, Council Meeting, Council accepted the petition for annexation and the Clerk's certificate of sufficiency and adopted a Resolution setting a date of Public Hearing for August 1, 2022, to consider approval of extending Mebane's corporate limits. The Public Hearing Notice was properly advertised.

---

### Financial Impact

The property and improvements will be added to the ad valorem tax base for the City once the property is annexed as determined by the state statute.

---

### Recommendation

Staff recommends the adoption of an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina.

---

### Suggested Motion

I make a motion to adopt an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the 14.48 acres.

---

### Attachments

1. Ordinance
2. Map

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS  
OF THE CITY OF MEBANE, NORTH CAROLINA

*Mail after recording to: City of Mebane, Attn: City Clerk, 106 E. Washington Street, Mebane, NC 27302*

Ordinance No. 153

WHEREAS, the City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Glendel Stephenson Municipal Building at 6:00 p.m. on August 1, 2022, after due notice by the Mebane Enterprise on March 23, 2022; and

WHEREAS, the City Council finds that the petition meets the requirements of G.S. 160A-31;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mebane, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Mebane as of August 1, 2022:

BEGINNING AT A COMPUTED POINT IN THE SOUTHERN R/W LINE OF S.R. 1996, A CORNER WITH TERESA DALLAS, THENCE WITH TERESA DALLAS N04°33'12"W A DISTANCE OF 30.15' TO A COMPUTED POINT IN THE CENTERLINE OF S.R. 1996; THENCE WITH CENTERLINE OF S.R. 1996 S89°06'42"E A DISTANCE OF 343.74' TO A COMPUTED POINT; THENCE S33°45'17"E A DISTANCE OF 36.65' TO A COMPUTED POINT IN THE SOUTHERN R/W OF SAID S.R. 1996; THENCE WITH SAID R/W S89°12'04"E A DISTANCE OF 79.70' TO A COMPUTED POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 27.07', WITH A RADIUS OF 137.61', WITH A CHORD BEARING OF S83°29'06"E, WITH A CHORD LENGTH OF 27.03', TO A COMPUTED POINT THE INTERSECTION OF THE SOUTHERN R/W OF S.R. 1996 AND THE WESTERN R/W OF S.R. 1306; THENCE WITH THE WESTERN R/W OF S.R. 1306 N55°34'25" E A DISTANCE OF 73.60' TO A COMPUTED POINT THE INTERSECTION WITH NORTHERN R/W OF S.R. 1996; THENCE WITH SAID NORTHERN R/W OF S.R. 1996 A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 90.03', WITH A RADIUS OF 197.86', WITH A CHORD BEARING OF N 76°04'33" W, WITH A CHORD LENGTH OF 89.26' TO A COMPUTED POINT; THENCE N89°12'04"W A DISTANCE OF 310.38' TO A COMPUTED POINT; THENCE N10°54'14"W 635.90' TO A 1/2"EIP IN THE WESTERN LINE OF LEBANON ROAD 3, LLC, THE SOUTHEAST CORNER OF MILL CREEK DEVELOPMENT PROPERTY (1/2"EIP ON THIS LINE 1.02' FROM POINT IN THE NORTHERN R/W LINE OF SAID S.R. 1996); THENCE WITH SAID MILL CREEK DEVELOPMENT N89°32'30"W A DISTANCE OF 1149.33' TO A 1/2"EIP IN THE EASTERN R/W OF S.R. 2016 (N. NINTH STREET); THENCE ALONG SAID R/W S09°53'21"W A DISTANCE OF 109.79' TO A 1/2"EIP; THENCE CONTINUING WITH SAID R/W A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 148.23', WITH A RADIUS OF

1648.39', WITH A CHORD BEARING OF S 07°18'47" W, WITH A CHORD LENGTH OF 148.18', TO A 1/2" EIP THE NORTHWEST CORNER OF LOT 1 PB.72 P.74; THENCE WITH SAID LOT 1 S85°14'09"E A DISTANCE OF 437.18' TO A 1/2" EIP; THENCE CONTINUING WITH SAID LOT 1 AND CROSSING R/W OF S.R. 1996 S00°38'41"W A TOTAL DISTANCE OF 332.20' TO A COMPUTED POINT IN THE SOUTHERN R/W OF S.R.1996 (A 1/2" EIP 60.00' FROM THIS CORNER IN THE NORTHERN R/W LINE OF SAID S.R.1996; THENCE WITH SOUTHERN R/W OF S.R.1996 S89°20'47"E A DISTANCE OF 875.43' TO A COMPUTED POINT; WHICH IS THE PLACE POINT OF BEGINNING, HAVING AN AREA OF 14.48 ACRES 0.023 SQ. MILES AND BEING ALL OF TOTAL ANNEXATION AREA AS SHOWN ON PLAT OF SURVEY ENTITLED "FINAL PLAT: CITY OF MEBANE CORPORATE LIMITS EXTENSION CONTIGUOUS VOLUNTARY ANNEXATION" PREPARED BY R.S. JONES & ASSOCIATES, INC. DATED APRIL 14TH 2022

Section 2. Upon and after November August 1, 2022 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Mebane and shall be entitled to the same privileges and benefits as other parts of the City of Mebane. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Mebane shall cause to be recorded in the office of the Register of Deeds of Orange County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with duly certified copy of this ordinance. Such a map shall also be delivered to the Orange County Board of Elections, as required by G.S. 163-288.1.

Adopted this 1<sup>st</sup> day of August, 2022.

City of Mebane

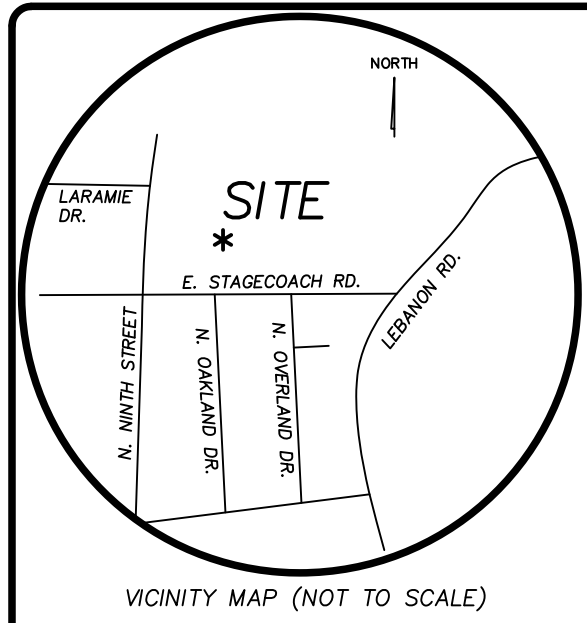
\_\_\_\_\_  
Ed Hooks, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie W. Shaw, City Clerk

Approved as to form:

\_\_\_\_\_  
Lawson Brown, City Attorney



**LEGAL DESCRIPTION:**

BEGINNING AT A COMPUTED POINT IN THE SOUTHERN R/W LINE OF S.R. 1996, A CORNER WITH TERESA DALLAS, THENCE WITH TERESA DALLAS' N04°33'12"W A DISTANCE OF 30.15 TO A COMPUTED POINT IN THE CENTERLINE OF S.R. 1996; THENCE WITH CENTERLINE OF S.R. 1996 S89°06'42"E A DISTANCE OF 343.74' TO A COMPUTED POINT; THENCE S33°45'17"E A DISTANCE OF 36.65' TO A COMPUTED POINT IN THE SOUTHERN R/W OF SAID S.R. 1996; THENCE WITH SAID R/W S89°12'04"E A DISTANCE OF 79.70' TO A COMPUTED POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 27.03', WITH A RADIUS OF 137.61', WITH A CHORD BEARING OF S83°29'06"E, WITH A CHORD LENGTH OF 27.03', TO A COMPUTED POINT THE INTERSECTION OF THE SOUTHERN R/W OF S.R. 1996 AND THE WESTERN R/W OF S.R. 1306; THENCE WITH THE WESTERN R/W OF S.R. 1306 N55°34'25" E A DISTANCE OF 73.60' TO A COMPUTED POINT THE INTERSECTION WITH NORTHERN R/W OF S.R. 1996; THENCE WITH SAID NORTHERN R/W OF S.R. 1996 A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 90.03', WITH A RADIUS OF 197.86', WITH A CHORD BEARING OF N 76°04'33" W, WITH A CHORD LENGTH OF 89.26' TO A COMPUTED POINT; THENCE N89°12'04"W A DISTANCE OF 310.38' TO A COMPUTED POINT; THENCE N10°54'14"W 635.90' TO A 1/2" EIP IN THE WESTERN LINE OF LEBANON ROAD 3, LLC, THE SOUTHEAST CORNER OF MILL CREEK DEVELOPMENT PROPERTY (1/2" EIP ON THIS LINE 1.02' FROM POINT IN THE NORTHERN R/W LINE OF SAID S.R. 1996); THENCE WITH SAID MILL CREEK DEVELOPMENT N89°32'30"W A DISTANCE OF 1149.33' TO A 1/2" EIP IN THE EASTERN R/W OF S.R. 2016 (N. NINTH STREET); THENCE ALONG SAID R/W S09°53'21"W A DISTANCE OF 109.79' TO A 1/2" EIP; THENCE CONTINUING WITH SAID R/W A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 148.23', WITH A RADIUS OF 1648.39', WITH A CHORD BEARING OF S 07°18'47" W, WITH A CHORD LENGTH OF 148.18' TO A 1/2" EIP THE NORTHWEST CORNER OF LOT 1 PB.72 P.74; THENCE WITH SAID LOT 1 S85°14'09"E A DISTANCE OF 437.18' TO A 1/2" EIP; THENCE CONTINUING WITH SAID LOT 1 AND CROSSING R/W OF S.R. 1996 S00°38'41"W A TOTAL DISTANCE OF 332.20' TO A COMPUTED POINT IN THE SOUTHERN R/W OF S.R. 1996 (A 1/2" EIP 80.00' FROM THIS CORNER IN THE NORTHERN R/W LINE OF SAID S.R. 1996); THENCE WITH SOUTHERN R/W OF S.R. 1996 S89°20'47"E A DISTANCE OF 675.43' TO A COMPUTED POINT, WHICH IS THE PLACE POINT OF BEGINNING, HAVING AN AREA OF 14.48 ACRES 0.023 SQ. MILES AND BEING ALL OF TOTAL ANNEXATION AREA AS SHOWN ON PLAT OF SURVEY ENTITLED "FINAL PLAT: CITY OF MEBANE CORPORATE LIMITS EXTENSION CONTIGUOUS VOLUNTARY ANNEXATION" PREPARED BY R.S. JONES & ASSOCIATES, INC. DATED APRIL 14TH 2022

**SURVEYOR'S CERTIFICATE**

I, ROBERT S. JONES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

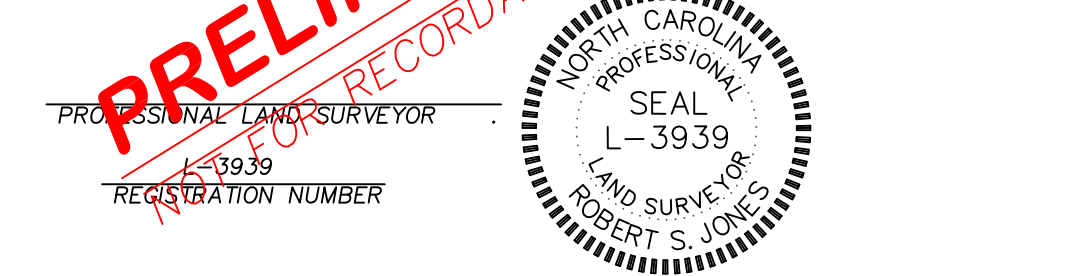
AND THAT:

PER NC GS 47-30 (f)(11)(J) THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, COUNTY ANNEALED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED.

I, ROBERT S. JONES CERTIFY THAT THE STATE PLANE COORDINATES FOR THIS PROJECT WERE PRODUCED FROM AN ACTUAL GPS SURVEY UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: \_\_\_\_\_ CLASS "A"
- (2) POSITIONAL ACCURACY: \_\_\_\_\_ 0.06'
- (3) TYPE OF GPS FIELD PROCEDURE: \_\_\_\_\_ VRS
- (4) DATES OF SURVEY: \_\_\_\_\_ 12/21/2018
- (5) DATUM/EPOCH: \_\_\_\_\_ NAD83 (2011)
- (6) PUBLISHED/FIXED-CONTROL USE: \_\_\_\_\_ NC RTK NETWORK
- (7) GEOID MODEL: \_\_\_\_\_ 12B
- (8) COMBINED GRID FACTOR(S): \_\_\_\_\_ 0.99970
- (9) UNITS: \_\_\_\_\_ US FEET

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS \_\_\_\_\_ TH DAY OF \_\_\_\_\_, 2022.



**PLANNING DIRECTOR CERTIFICATION**

THIS TRACT OF LAND IS WITHIN THE CITY OF MEBANE'S JURISDICTION. NO APPROVAL IS REQUIRED OF THE PLANNING BOARD OR CITY COUNCIL.

AUTHORIZED STAFF \_\_\_\_\_ DATE \_\_\_\_\_

**TOTAL ANNEXATION AREA**  
14.48 ACRES  
0.023 Sq. Miles

BC STAGECOACH, LLC  
DB.6773 P.2004(ORANGE CO.)  
PB.72 P.74(ORANGE CO.)  
DB.4317 P.525(ALAMANCE CO.)  
PB.51 P.103(ALAMANCE CO.)  
PIN:9825-28-6476  
ZONING: R12(CD)/RESIDENTIAL CONDITIONAL

BC STAGECOACH, LLC  
DB.6773 P.2004(ORANGE CO.)  
PB.72 P.74(ORANGE CO.)  
PB.76 P.189(ORANGE CO.)  
DB.4317 P.525(ALAMANCE CO.)  
PIN:9825-38-1359  
ZONING: R12(CD)/RESIDENTIAL CONDITIONAL  
627 E. STAGECOACH ROAD  
MEBANE, NC, 27302

**STAGECOACH ROAD S.R. 1996**  
(60' PUBLIC R/W)

**N. OAKLAND DRIVE**  
(50' PUBLIC R/W)

**LEBANON ROAD (S.R. 1306)**  
(60' PUBLIC R/W)

CHARLES J. CASSELL  
DB.6188 P.42  
LOT 11  
WOODLAND HEIGHTS

JAMES L. MURPHY  
AND DAPHNE MURPHY  
LOT 11  
PB.50 P.131

JASON M. DELOSH  
DB.4476 P.54  
LOT 12  
PB.50 P.131

STEPHANIE R. WEST  
AND JAMES W. WEST, JR.  
DB.3983 P.277  
LOT 13  
PB.50 P.131

MARGO L. WARD  
DB.4749 P.210  
LOT 14  
PB.50 P.131

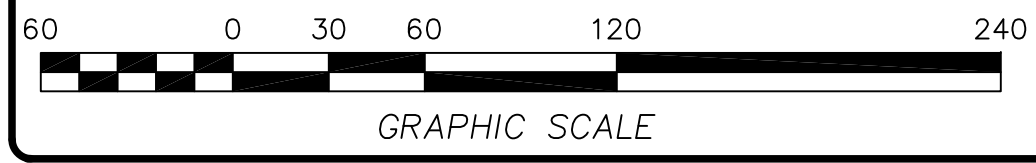
TERESA DALLAS  
DB.3612 P.68  
PB.98 P.9

**LEGEND**

- These standard symbols will be found in the drawing.
- UTILITY POLE.....
  - EXISTING IRON ROD.....
  - PK NAIL.....
  - EXISTING IRON PIPE.....
  - 1/2" IRON PIPE SET.....
  - STONE FOUND.....
  - CONCRETE MONUMENT.....
  - COMPUTED POINT.....
  - OVERHEAD UTILITIES.....
  - RIGHT OF WAY.....

- NOTES:**
- 1.) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
  - 2.) SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. REFERENCED MATERIALS ONLY USED. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT AFFECT THIS PROPERTY.
  - 3.) NO ATTEMPT MADE TO LOCATE CEMETERIES, WETLANDS, HAZARDOUS MATERIALS SITES, UNDERGROUND UTILITIES, OR ANY OTHER FEATURES ABOVE OR BELOW GROUND OTHER THAN THOSE SHOWN.
  - 4.) ALL AREAS BY COORDINATE COMPUTATION.
  - 5.) NEW IRON RODS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	148.23'	1648.39'	5.09°08'	S07°18'47"W	148.18'
C2	27.48'	137.83'	11°25'23"	S83°34'28"E	27.43'
C3	90.03'	197.86'	26°04'19"	N76°04'33"W	89.26'



**REFERENCES**  
DB.6509 P.291 (OC)  
PB.72 P.74 (OC)  
PB.76 P.189(OC)

**CURRENT OWNER:**  
BC STAGECOACH, LLC  
336 JAMES RECORD ROAD  
HUNTSVILLE, AL 35824

FINAL PLAT:  
**CITY OF MEBANE CORPORATE LIMITS EXTENSION CONTIGUOUS VOLUNTARY ANNEXATION**

SCALE: 1" = 100'  
CHECKS TOWNSHIP - ORANGE COUNTY, NC  
MELVILLE TOWNSHIP - ALAMANCE COUNTY, NC  
DATE: APRIL 14, 2022

**R.S. JONES & ASSOCIATES, INC.**  
LAND SURVEYORS  
LICENSE NO.: C-2565  
201 WEST CLAY STREET MEBANE, N.C. 27302  
PH.: (919)563-3623





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## AGENDA ITEM #6

### Elevated Storage Tank Engineering Services

#### Presenter

Kyle Smith, Utilities Director

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#### Public Hearing

Yes  No

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#### Summary

The Utilities Department requested qualifications from qualified professional firms due on June 10, 2022 at 2:00 PM. Qualification request were sent out to known engineers and posted on the City's website. Two statements of qualifications were received and reviewed by the City Engineer, Public Works Director and Public Utilities Director. Both firms provided excellent statements of qualifications but Hazen and Sawyer was unanimously selected by all three reviewers due to their past experience designing elevated storage tanks and familiarity with Mebane and the distribution system. Council approval of the award is required.

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#### Background

The City of Mebane currently has a 300,000-gallon elevated storage tank located on Eleventh Street. While the current tank currently meets regulatory requirements, it is too small to equalize projected water demands and sustain fire flows. The water plant currently compensates for the lack of elevated storage capacity by taking advantage of surplus pumping capacity. The City of Mebane purchased property at 1500 S Third Street after preliminary siting. The ground elevation of the site is approximately 660-664 feet. Preliminary estimates suggest the new tank will be approximately 185 feet high to match the overflow elevation of the existing tank. The new tank will be fed from an existing 12-inch water main in the right of way of S Third Street.

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#### Financial Impact

Hazen proposes to complete engineering, permitting, bidding and construction administration services for this project for a not to exceed fee of \$524,000.00.

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#### Recommendation

Staff recommends awarding Hazen & Sawyer the engineering services for the elevated storage tank.

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#### Attachments

1. Scope and Fee Proposal



Hazen and Sawyer  
620 Green Valley Road, Suite 101  
Greensboro, NC 27408

July 7, 2022

Kyle Smith, PE  
Utilities Director  
City of Mebane  
636 Corregidor St.  
Mebane, NC 27302

**Re: Scope and Fee Proposal for the Design and CA of the Elevated Water Storage Tank**

Dear Mr. Smith

Hazen and Sawyer will provide engineering design and construction related services for the new IMG elevated storage tank. The project will include construction drawings and technical specifications, permitting, coordination with manufacturers, bidding services and construction related services.

Hazen's detailed scope of services is included in the Scope and Fee Proposal enclosed. Hazen will utilize the progress previously made on this project through prior preliminary tasks to build our scope as an efficient and lien approach. The enclosed items identify our approach to this project.

Thank you again for this opportunity and please feel free to contact us at any time if you have any questions or would like to meet to discuss the items enclosed. We look forward to continuing to work with the City of Mebane.

Very truly yours,

Aaron D. Babson, PE  
Associate Vice President

cc: Thomas Tant, PE



## City of Mebane, NC

# Proposal for the Elevated Water Storage Tank Design and Construction and Administration

### Scope

Hazen shall provide all preliminary engineering evaluations, engineering design, permitting, bidding services, and construction administration necessary to build the 1 MG elevated water storage tank. The following items shall be included:

*Project Background:* Hazen and Sawyer (Hazen) completed a water system storage evaluation study on March 17, 2021 for the City of Mebane. The storage evaluation concluded that even though Mebane's total water storage currently meets regulatory requirements, the existing elevated tank is too small to equalize projected water demands and sustain fire flows. The water plant currently compensates for a lack of elevated storage capacity by taking advantage of surplus pumping capacity, thus using ground storage in the clearwell. However, this strategy will be problematic in a dry year when usage spikes, especially with expected growth. In 2030, the 5.2 mgd maximum day demand projection equals the nominal firm capacity of the pumps at the water plant.

Hazen recommended an incremental improvement approach that includes building a new 1 MG elevated tank by 2025 and adding pump capacity at the water plant shortly after 2030 and again in 2050, thus postponing the need for more storage until after 2060 and allowing time to update demand projections.

*Tank Siting:* The City of Mebane purchased the properties with PIN 163492 and 178273 on S. Third Street near Maple Lane in the NC Industrial Center, a site confirmed to work well in the Hazen siting study, completed in July 2021. The purchased property has an approximate ground elevation of 655-660 ft and a proposed tank height of approximately 185 ft to match the overflow elevation of 840 of the existing tank.

The geotechnical investigation was completed by S&ME and confirmed the soil conditions were generally appropriate to support an elevated storage tank.

The City of Mebane completed the special use permitting for the site laying the groundwork for the design team to start work immediately.

*Site Design:* Hazen will coordinate with the City of Mebane planning department for the site planning and design requirements for buffers, built upon area, stormwater requirements, planting, etc. The previous work on the special use permitting laid the groundwork for these requirements and the design team will follow through with those elements.

In addition, Hazen will work with local and state stormwater/land quality agencies to convert the existing pond on the property to an erosion control pond during construction and a permanent stormwater BMP, sized appropriately for the property and BUA at the completion of the project. Hazen personnel will complete an environmental assessment and delineate the stream originating at the outlet of the pond.



Surveying and SUE Services: Stewart will provide surveying services for this project. Per their scope and fee enclosed, Stewart will provide surveying services to provide topographical mapping of the subject properties, establishing vertical and horizontal control on the site. Ground survey efforts will include collection of field data to locate above and below ground utilities, stream locations, poles/guy wires, property boundaries, easements and other pertinent items on the property. Stewart will perform both Level B subsurface utility engineering (SUE) investigations to help identify the general location of any conflict telecom utilities and the location of the water line in S. Third Street.

## **Meetings**

The following meetings are anticipated by Hazen during the course of the project:

- Kickoff Meeting
- Design Progress Meetings, except months with a design milestone meeting. Bi-monthly progress meetings may be held virtually depending the progress and topics that period, or pandemic conditions. A collective decision to be made by the City of Mebane and Hazen.
- Technical Memorandum Design Meeting to identify preliminary design decisions and permitting requirements.
- Two Council Meetings to discuss final design documents and Recommendation for Award and one undefined council meeting as needed.
- Design Milestones at 30%, 60%, 90% including a budget update at each milestone.
- Construction Document Review Meeting
- Pre-Bid Meeting with Contractors
- Bid Opening
- Pre-Construction Meeting
- Weekly on-site construction meetings with contractor
- Monthly Construction Progress Meetings

## **Preliminary Engineering**

Hazen and Sawyer will utilize the following documents from the previous projects on the Mebane Storage Tank to complete this project:

- Storage study,
- Tank siting study,
- Support Documents prepared for the special use permit,
- Geotechnical Investigations Report provided by S&ME.

### *Deliverables at 30%:*

- *Type of Tank:* It is understood, the City of Mebane desires an elevated composite tank, the design team will move forward with this information as previously decided.
- *Preliminary Costs:* A 30% Opinion of Probable Construction Cost (OPCC) will be prepared, itemized with typical costs of water tank elements. Changes to the estimate will be discussed at each design milestone.
- *Project Schedule:* A detailed project schedule for all project activities, including construction. The schedule shall be updated and evaluated at the Progress Meetings.
- Structural impacts to the foundation requirements as a result of the soil investigation findings.
- Impressed current and sacrificial anode cathodic protection systems.



- Coating system selection and life cycle evaluation.
- A tank mixing discussion in the kickoff workshop, if needed to maintain water quality.
- Provisions for co-location of cellular antennas and any Owner equipment on the tank as well as the associated ground equipment within the compound.
- Connection to OWNER'S existing SCADA system, including on-line monitoring and transmittal of basic water quality data from the tank.
- Comprehensive listing of all permits, zoning & regulatory requirements, FAA requirements, encroachment agreements, and other requirements necessary for construction and operation of the project.
- Opportunities for energy conservation may be identified, design not included in this scope.

### **Detailed Design**

Hazen shall prepare the foundation design, final plans, specifications, and contract documents for all items required for the successful construction of the Mebane Tank. The final design shall take into account accessibility for both routine and emergency maintenance and repair.

The design milestones for detailed design will include the 60%, 90%, and 100% construction documents, accompanied with technical specifications and opinions of probable construction costs, updated at each design phase.

### **Regulatory Permitting**

Hazen shall provide all necessary permitting and regulatory work required to obtain all necessary regulatory approvals. These shall include, but are not limited to: Environmental Assessments, Sediment and Erosion Control Permits, USACE Jurisdictional Determinations and Permits (if required), plan review by the NCDENR Public Water Supply Section, NCDOT Encroachment Agreements and Driveway Permits, NCDWQ wetland and/or buffer permits, Watershed Classifications, FAA requirements, local jurisdiction site plan approvals, and all other approvals required to construct the project.

Hazen is responsible for conducting any studies, field work, and creating any document, map, or drawing that is required. Hazen shall also fill out any applications, allow the City ample time to sign or otherwise approve the submittal of the application, and then submit or deliver the application package on behalf of the City. All permitting fees will be borne by the City or can be charged to the City as a reimbursable expense.

### **Bidding**

Hazen shall prepare bid documents utilizing the Owner's standard 'front-end' construction documents, or Hazen's standard documents should the City prefer, specifications, special conditions, construction administration forms, and (City-Contractor) agreements. Hazen shall provide any Special Construction Specifications required for this project. Prior to advertising the project for bids, Hazen shall submit to the Owner a final construction cost estimate.

Hazen shall be responsible for providing sufficient copies of bid documents to the City of Mebane as well as providing electronic documents for online viewing/purchasing. Hazen shall be the primary point of contact for contractors to purchase hard copies of bid documents. Hazen shall receive inquiries, issue



clarifications/addenda, receive bids, conduct the public bid opening, provide a certified bid tabulation, make a recommendation of award of contract to the City, and coordinate the execution of the contracts.

### **Construction Administration**

Hazen shall provide the following Construction Administration services:

- Review and approve/disapprove all submittals. The City shall also be provided with a copy of all submittals for review.
- Reply to requests for information and provide any design intent clarifications during construction.
- Conduct negotiations, receive City's approval, and prepare field orders and change orders.
- Provide certification of completed work as required by the funding and permitting agencies.
- Provide the services of an AWS Certified Welding Inspector and other specialized inspectors (coatings) as needed during tank construction, through a third party special inspector.
- Provide on-site resident project representation and observation of construction activities through the significant work activities. Inspection is currently proposed for 7 months of full time inspection and 7 months of 50% inspection. One chief resident project representative shall be provided from Hazen or Hazen's partner, Taylor Engineering:
  - Serve as the City's primary representative during construction;
  - Maintain a daily log and compile a daily electronic report during construction that indicates at a minimum: weather conditions, site conditions, a general description of contractors' activities, a running list of pay items completed, issues observed, and pertinent photos that summarize the activities;
  - Conduct regularly scheduled weekly coordination meetings on site with the contractor and City to discuss the project status, issues, and schedule;
  - Supervise and schedule all soils and materials testing conducted by the testing firms;
  - Maintain submittal, request for information and change order logs;
  - Verify all quantities and review and coordinate all payment applications with the contractors;
  - Sign-off on payment applications and forward copies to the Engineer and City for approval and payment processing in accordance with the construction contract requirements;
  - Maintain a complete set of "red-line" drawings on site, in addition to the Contractor's, during construction noting all revisions/changes to the design drawings thereon;

All design drawings will be produced on a full size 22" x 34" ANSI D paper. The permit copies and the final "Issued for Bid" set will be signed and sealed.

### **Project Design Schedule**

Based on the project schedule provided by EDC, the project design should be completed within 18 months of the grant award date (June 07, 2022) and the construction completed within 18 months after that. Hazen believes we can meet the design requirements but cautions that supply chain issues could delay construction. We will work with the EDA grants program to refine the schedule if needed when the project is bid.



**Subconsultants and Minority/Women Owned Business Enterprises**

Hazen will partner with the firms below to complete this project, our total MWBE participation is proposed at 40% .

- Taylor Engineering (WBE): Constructability Reviews and Construction Inspection (38.8%)
- Stewart (MBE): Surveying Services (2.1%)
- S&ME: Geotechnical and Construction Materials Testing Services: \$35,000

Taylor Engineering is a Woman Business Enterprise located in Guilford County, NC currently contracted to provide construction inspection services on the Liberty Tank project for the City of Greensboro. They will utilize this recent experience to provide similar services to the City of Mebane.

Stewart is a Minority Business Enterprise located in Wake County and will provide surveying and SUE services for this project.

**Fee Proposal**

Hazen will provide the services outlined above for a not to exceed fee of \$524,000.00, please find the breakdown of the tasks summarized below and in detail in the attached table.

**Task Breakdown**

Task 100 – Site Design	\$17,000
Task 200 – Project Meetings	\$25,000
Task 300 – Preliminary Engineering	\$48,000
Task 400 – Detailed Design	\$97,000
Task 500 – Permitting	\$8,000
Task 600 – Bid Phase Services	\$8,000
Task 700 – Project Management	\$3,000
Task 800 – Construction Management – Office	\$39,000
Task 810 – Construction Inspection	\$270,000
<u>Task 900 – Grant Reporting Support (EDA)</u>	<u>\$9,000</u>
Total	\$524,000

**Categorical Rates**

Vice President	\$260	Principal Designer	\$125
Associate Vice	\$225	Assistant Engineer	\$115
President/Senior Associate			
Associate	\$185	Designer	\$100
Senior Principal	\$155	Administrator	\$75
Engineer/Scientist			
Senior Principal Designer	\$145	Intern	\$50
Principal Engineer	\$140	Senior RPR	\$145
Engineer	\$130	RPR	\$95

\* Mileage will be billed at the current IRS Rate



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## AGENDA ITEM #7

### Elevated Storage Tank Grant Administration Services

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#### Presenter

Kyle Smith, Utilities Director

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#### Public Hearing

Yes  No

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#### Summary

The Utilities Department requested qualifications from qualified professional firms due on July 25, 2022 at 12:00 PM. Qualification request were sent out to known engineers, posted on the City's website and posted through the NC HUB Office. Two statements of qualifications were received and reviewed by the Assistant City Manager, City Engineer, Finance Director and Public Utilities Director. Both firms provided excellent statements of qualifications but McGill Associates was the selected firm based on prior EDA Grant experience. Council approval of the award is required.

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#### Background

The City of Mebane has received an Economic Development Administration (EDA) grant award in the amount of \$2,502,990 by the U.S. Department of Commerce Economic Development Administration for the construction of a 1-million-gallon elevated water storage tank.

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#### Financial Impact

McGill proposes to provide the City of Mebane complete EDA grant administration services for the construction of the 1 MG elevated storage tank for a lump sum fee of \$64,800.00.

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#### Recommendation

Staff recommends awarding McGill Associates the EDA grant administration services for the elevated storage tank.

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#### Attachments

1. Scope and Fee Proposal



# Cost Proposal



The Cost Proposal necessary for this RFQ is in a separate sealed envelope (for the printed copies) per the City's request. This section is also listed on the following pages for the digital pdf document to meet the combined format submittal instructions.

## Our Commitment To You



McGill is committed to providing innovative and efficient engineering and consulting services to our clients. We strive to ensure each project is completed successfully through our diverse technical expertise, effective project management, and open communication methods.



**Technical  
Expertise**



**Project  
Management**



**Open  
Communication**

# Proposed Cost

McGill proposes to assist the City of Mebane with grant administration services for the lump sum fee of \$64,800.

The grant administration team will assist the City of Mebane in complying with the terms and conditions of the EDA program, as required by the United States Department of Commerce.

## Itemized Direct Cost and Estimated Hours

Scope of Services	Staff	Total Number of hours
Specific Award Conditions	Doug Chapman, Karen Kiehna, Chad Hull	60
Environment Review Compliance and Release of Funds and Other Funding Conditions	Karen Kiehna, Chad Hull, Vanessa Purefoy	40
Equal Employment and Procurement Compliance	Doug Chapman, Karen Kiehna, Chad Hull	45
Complaints and Grievance Procedures for Compliance Plans	Karen Kiehna, Chad Hull, Vanessa Purefoy	45
Labor Standards Compliance	Karen Kiehna, Chad Hull, Vanessa Purefoy	90
Completion of All Required Reports and Documentation	Doug Chapman, Karen Kiehna, Chad Hull, Vanessa Purefoy	60
Assistance with Financial Reimbursements Forms	Doug Chapman, Karen Kiehna, Chad Hull, Vanessa Purefoy	70
Setting Up and Managing Official Records	Karen Kiehna, Chad Hull, Vanessa Purefoy	60



# McGill's Hourly Rates

<b>Professional Fees</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
Senior Principal	\$ 255			
Principal – Regional Manager – Director	\$ 210	\$ 220	\$ 235	\$ 245
Practice Area Lead	\$ 180	\$ 200	\$ 215	\$ 225
Senior Project Manager	\$ 190	\$ 210	\$ 215	\$ 220
Project Manager	\$ 165	\$ 180	\$ 185	\$ 190
Project Engineer	\$ 130	\$ 140	\$ 150	\$ 160
Engineering Associate	\$ 110	\$ 115	\$ 120	\$ 125
Planner – Consultant – Designer	\$ 110	\$ 125	\$ 145	\$ 160
Engineering Technician	\$ 100	\$ 115	\$ 125	\$ 135
CAD Operator – GIS Analyst	\$ 85	\$ 90	\$ 100	\$ 105
Construction Services Manager	\$ 140	\$ 155	\$ 165	\$ 180
Construction Administrator	\$ 105	\$ 120	\$ 130	\$ 135
Financial Services Manager	\$ 135	\$ 145	\$ 155	\$ 165
Grant Administrator	\$ 115	\$ 130	\$ 145	\$ 155
Construction Field Representative	\$ 90	\$ 100	\$ 105	\$ 110
Environmental Specialist	\$ 90	\$ 100	\$ 105	\$ 110
Surveyor	\$ 95	\$ 110	\$ 120	\$ 125
Surveying Associate	\$ 75	\$ 80	\$ 85	\$ 90
Survey Technician	\$ 80	\$ 85	\$ 90	\$ 95
Survey Field Technician	\$ 70	\$ 75	\$ 80	\$ 85
Administrative Assistant	\$ 75	\$ 80	\$ 90	\$ 100

## Expenses

- Mileage – \$0.65 / mile
- Robotics/GPS Equipment – \$25 / hr.
- Survey Drone – \$100 / hr.
- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

## Associated Services

Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.





**McGill Associates, PA**

1240 19th Street Lane NW, Hickory, NC 28601

828.328.2024 | [mcgillassociates.com](http://mcgillassociates.com)





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## AGENDA ITEM #8

### Capital Project Ordinance and Reimbursement Resolution for the Elevated Water Tank Project

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#### Meeting Date

August 1, 2022

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#### Presenter

Daphna Schwartz, Finance Director

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#### Public Hearing

Yes  No

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#### Summary

The Capital Improvement Plan adopted by the Council on June 6, 2022, includes the elevated water tank project. This agenda item includes establishing a Capital Project Ordinance as a budget vehicle for the project's life and approving reimbursement of City funds used for costs incurred prior to securing debt proceeds.

---

#### Background

The project will be funded with debt and grant proceeds and will last longer than one fiscal year. Therefore, staff recommends a capital project ordinance for this project since it will remain in effect for the project's life and does not expire at the end of the fiscal year.

A reimbursement resolution is a municipal resolution required by the IRS declaring a municipality's official intent to reimburse a municipal account with proceeds from a tax-exempt bond or installment purchase agreement.

---

#### Financial Impact

The total cost of the project is estimated to be \$7,081,200. Staff proposes to fund the project with a \$150,000 State Capital and Infrastructure Fund (SCIF) Directed Grant, a \$2,502,990 Economic Development Administration (EDA) Grant, and \$4,428,210 of debt proceeds. The City received the SCIF grant funds in FY21-22, so a fund balance appropriation from the Utility Fund must be made in FY22-23 to budget the proceeds as indicated in the resolution.

The reimbursement resolution will allow the City to reimburse itself for any expenses paid before obtaining the debt proceeds.

---

#### Recommendation

The Council approves both resolutions.

---

#### Suggested Motion

Motion to approve the capital project ordinance and reimbursement resolution for the Elevated Water Tank as presented.

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#### Attachments

1. Capital Project Ordinance for the Elevated Water Tank project.

2. Reimbursement resolution for the Elevated Water Tank project



**Capital Project Ordinance for the City of Mebane  
Elevated Water Tank Project**

**BE IT ORDAINED** by the Governing Board of the City of Mebane, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**Section 1:** The project authorized is the design and construction of an elevated water tank to be financed by the debt and grant proceeds.

**Section 2:** The officers of this City are hereby directed to proceed with the capital project within the terms of the budget contained herein.

**Section 3:** The following amounts are hereby appropriated for the project:

<b>Appropriations</b>	<b>Project Budget</b>
Administrative and legal expenses	120,000
Architectural and engineering fees	524,000
Construction	5,852,000
Contingencies	<u>585,200</u>
Total Expenses	7,081,200

**Section 4:** The following revenues are anticipated to be available to complete the project:

<b>Revenue</b>	<b>Project Budget</b>
State Capital and Infrastructure Fund (SCIF) Directed Grant (appropriated through the Utility Fund)	150,000
Economic Development Administration (EDA) Grant	2,502,990
Debt Proceeds	<u>4,428,210</u>
Total Revenues	7,081,200

**Section 5:** The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the General Statutes of North Carolina.

**Section 6:** Funds may be advanced from the Utility Fund for the purpose of making payments as due.

**Section 7:** The Finance Officer is hereby directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

**Section 8:** The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

**Section 9:** Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Officer for direction in carrying out this project.



I certify as follows: that the foregoing capital project ordinance was properly adopted at a meeting of the City Council of the City of Mebane, North Carolina; that this meeting was properly called and held on August 1, 2022; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended and remains in full effect as of today.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

[SEAL]

\_\_\_\_\_  
City Clerk  
City of Mebane, North Carolina





**Reimbursement Resolution for the Elevated Water Tank Project --  
authorizing the City of Mebane to reimburse itself for early Project expenditures from later financing  
proceeds**

*Introduction --*

The City intends to undertake a Project (as described below), use its own funds to pay initial Project costs, and then reimburse itself from financing proceeds for these early expenditures. The Manager and the Finance Director have advised the Council that it should adopt this resolution to document the City’s plans for reimbursement, so as to comply with certain federal tax rules relating to reimbursement from financing proceeds.

**BE IT RESOLVED by the City Council of the City of Mebane, North Carolina, as follows:**

1. The Project is the Elevated Water Tank Project.
  
2. The City intends to advance funds for initial Project costs, and then reimburse itself from financing proceeds. The expected primary type of financing for the Project (which is subject to change) is an installment purchase agreement. The expected maximum amount of financing expected for the Project (including allowances for reserves and financing costs) is approximately \$7,081,200.
  
3. Funds for the early Project expenditures may come from the City’s Utility Fund, or any other appropriate City fund.
  
4. The City intends for the adoption of this resolution to be a declaration of its official intent to reimburse itself from financing proceeds for Project cost expenditures.

\*\*\*\*\*

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the City Council of the City of Mebane, North Carolina; that this meeting was properly called and held on August 1, 2022; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended and remains in full effect as of today.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
City Clerk  
City of Mebane, North Carolina



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## AGENDA ITEM #9

### Code of Ordinances Amendment- Backyard Hens and Fowl

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#### Meeting Date

August 1, 2022

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#### Presenter

Lawson Brown, City Attorney

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#### Public Hearing

Yes  No

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#### Summary

This ordinance addresses backyard hens and fowl in the City limits.

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#### Background

The City has no ordinance addressing hens and fowl other than its nuisance abatement. There have been a number of recent complaints from residents about chickens. **Council took this matter under consideration at the June 6<sup>th</sup> meeting and continued the matter to the July 11<sup>th</sup> meeting to receive public comments. The ordinance has been amended to reflect discussion from the July 11<sup>th</sup> meeting.**

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#### Financial Impact

Code Enforcement will be impacted but estimated to be minimal.

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#### Recommendation

Staff recommends adopting the ordinance as presented.

---

#### Suggested Motion

I make a motion to adopt the ordinance as presented.

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#### Attachments

1. Ordinance

## **Section 4-37- Backyard Hens & Fowl**

(a) **Legal Parameters-** It shall be unlawful for the owner or occupant of any lot or parcel of land in the city to keep backyard hens or other fowl in violation of the terms of this ordinance. The term hens are interchangeable with fowl in Section 4-37. "Hens", as used hereinafter, shall include without limitation turkeys, geese, and ducks.

(b) **Allowable Backyard Hens** - Backyard hens are allowable, regardless of zoning, on a lot or lots in the same ownership that contains at least one single-family dwelling unit, excluding apartment complexes, condominiums, townhouses, duplexes, and patio homes.

1. **Number Allowed-** No more than ten (10) hens per lot less than or equal to one (1) acre. If the residence is located on a lot or lots greater than one (1) acre then 10 more hens are allowed for each acre or portion of an acre greater than one (1) acre. By way of example, a lot less than or equal to one (1) acre may have a maximum of ten (10) hens, a two-acre property may have twenty (20) such hens, a three-acre property, thirty (30); and a three and a half acres, forty (40). There is no maximum, and the number of hens will be calculated as ten (10) per acre or portion of an acre greater than one (1) acre.
2. **Roosters-** It shall be unlawful to keep or maintain any rooster.
3. **At Large-** At large means, any hen leaving the property of the keeper and found wandering about on public or private property not owned by the keeper shall be considered "at large" and a public nuisance, it shall be unlawful for the keeper to permit the backyard hens to be at large. All hens must remain on the property of the keeper or they will be considered a public nuisance.

(c) **Effective Date-** This Ordinance shall be effective sixty (60) calendar days after the date of adoption and shall apply to all backyard hens in the City, whether now existing or those in the future.



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## AGENDA ITEM #10

Property Acquisition- Smith Road, Jackson Street and Lee Street- WRRF

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### Meeting Date

August 1, 2022

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### Presenter

Lawson Brown, City Attorney

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### Public Hearing

Yes  No

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### Summary

The City has identified property as potentially needed for the expansion of the Waste Water Recovery Facility.

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### Background

The City is expanding the capacity of the waste water recovery facility (WRRF) and anticipates further expansion of the WRRF in the future. This property is contiguous to the WRRF and as such, the ownership of the property should be beneficial for the City.

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### Financial Impact

The purchase price is \$250,000.00. If the property is purchased by the City, the property will be non-taxable for property tax purposes prospectively.

---

### Recommendation

Staff recommends the purchase of the property after usual buyer due diligence for title, soil, environmental and other items, and recommends that the City manager be authorized to sign the agreement on behalf of the City.

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### Suggested Motion

I move that the City purchase the property, contingent upon satisfactory due diligence such as title, soil, environmental and other items and that the City manager be authorized to sign the offer to purchase and contract, on behalf of the City.

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### Attachments

1. Offer to Purchase and Contract

**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**  
**[Consult "Guidelines" (Form 12G) for guidance in completing this form]**

**NOTE:** If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

**NOTE FOR NEW CONSTRUCTION:** If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": 123 INVESTMENTS, LLC Jane F. Fitzpatrick (formerly Gould) JF.  
(b) "Buyer": CITY OF MEBANE

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property  will  will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Street Address: JACKSON STREET, (VARIOUS) Smith Road, Lee Street JF.  
City: MEBANE Zip: ~~27203~~ 27302  
County: ALAMANCE, North Carolina

**NOTE:** Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)  
Plat Reference: Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_, as shown on Plat Book/Slide 31 at Page(s) 108-109

\* The PIN/PID or other identification number of the Property is: \_\_\_\_\_  
Other description: SEE ATTACHED DEEDS ALL LOTS STATED THEREIN  
Some or all of the Property may be described in Deed Book 2526 at Page 66-67, 32-33, 34-35 JF.

(d) "Purchase Price":  
\$ 250,000  
\$ -0-  
  
\$ 1,000

paid in U.S. Dollars upon the following terms:  
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by  cash  personal check  official bank check  wire transfer  
 electronic transfer (specify payment service: \_\_\_\_\_)  
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer,  electronic transfer within five (5) days of the Effective Date of this Contract.

\* Note that these properties are in the process of being transferred into name of Jane F. Fitzpatrick by 123 Investments, Jane F. Gould and Clayton Terry Gould. JF.



This form jointly approved by:  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T  
Revised 7/2022  
© 7/2022

Buyer initials \_\_\_\_\_ Seller initials JF.

\$           N/A            
 \$           N/A            
 \$           N/A            
 \$       249,000      

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on \_\_\_\_\_, TIME BEING OF THE ESSENCE by  cash  official bank check  wire transfer  electronic transfer  
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).  
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).  
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) "Escrow Agent" (insert name): THE VERNON LAW FIRM Carol Vincent Miller, Atty JF.  
 Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this

Buyer initials \_\_\_\_\_ Seller initials   JF.

Contract by Seller, or if this Contract is terminated under Paragraph 20(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21. for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on 16-31-2022 September OCTOBER JF.  
TIME BEING OF THE ESSENCE.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) "Settlement Date": The parties agree that Settlement will take place on OR BEFORE NOVEMBER 30, 2022 October 17 JF.  
(the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

**NOTE:** See paragraph 10, DELAY IN SETTLEMENT/CLOSING for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

**NOTE:** Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

## 2. BUYER'S DUE DILIGENCE PROCESS:

**WARNING:** BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

**NOTE:** NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

**TO THE EXTENT ALLOWED BY LAW**  
(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.



(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is  is not  attached.

**NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

**OR:**

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property:  Conventional  USDA

Other type: \_\_\_\_\_

in the principal amount of \_\_\_\_\_

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: \_\_\_\_\_

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: \_\_\_\_\_

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

**4. BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**5. SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** ( Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** ( Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

**6. SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

Buyer initials \_\_\_\_\_ Seller initials     JF

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

**NOTE:** See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: THE CITY OF MEBANE

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ — 0 — toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

**7. CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

**8. PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

**9. CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

**10. DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- |   |  |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)    | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)                |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)       | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)                     |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)        |  |

Identify other attorney or party drafted addenda: **PURCHASE IS SUBJECT TO CM COUNCIL APPROVAL AS BY LAW PROVIDED, BUYER SHALL USE ITS BEST EFFORTS TO SECURE AS SOON AS POSSIBLE.**

**NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.**

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

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

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

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

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

**21. REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials \_\_\_\_\_ Seller initials   J.F.

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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: JULY 2022

Date: JULY 27, 2022

Buyer: \_\_\_\_\_

Seller: Jane F. Fitzpatrick

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Buyer: CITY OF MEBANE  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: 123 INVESTMENTS, LLC  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By: \_\_\_\_\_ JF

Name: CHRIS ROLLINS  
Print Name

Name: JANE F. GOULD  
Print Name

Title: CITY MANAGER

Title: MEMBER MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 106 E. WASHINGTON ST., MEBANE, NC 27203

Buyer Fax #:

Buyer E-mail: CROLLINS@CITYOFMEBANE.COM

SELLER NOTICE ADDRESS:

Mailing Address: JANE BOOKS FITZPATRICK 203 N. WILBAR RD., MEBANE, NC 27203

Seller Fax #: 336.417.1877

Seller E-mail:

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License#:

Mailing Address:

Individual Selling Agent:
Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#:

Selling Agent Phone#:

Selling Agent Fax#:

Selling Agent E-mail:

Listing Firm Name: N/A
Acting as Seller's Agent Dual Agent

Firm License#:

Mailing Address:

Individual Listing Agent:
Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#:

Listing Agent Phone#:

Listing Agent Fax#:

Listing Agent E-mail:

Buyer initials Seller initials JF



ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: \_\_\_\_\_ ("Seller")

Buyer: \_\_\_\_\_ ("Buyer")

Property Address: \_\_\_\_\_ ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date: \_\_\_\_\_ Seller: \_\_\_\_\_

(Signature)

Date: \_\_\_\_\_ Seller: \_\_\_\_\_

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 1,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: 7/27/22

Firm: THE VERNON LAW FIRM Miller Law Office

By: Carol Miller (Signature) JF

Carol Vincent Miller  
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

Time: \_\_\_\_\_  AM  PM

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

Doc ID: 004730690002 Type: CRP  
Recorded: 02/01/2007 at 02:07:10 PM  
Fee Amt: \$17.00 Page 1 of 2  
Alamance, NC  
DAVID J.P. BARBER REGISTER OF DEEDS  
BK 2526 PG 32-33

Excise Tax -0-

Recording Time, Book and Page

Tax Map No. 10-11-20 Parcel Identifier No. 9815411119

Mail To Grantee: 123Investments, LLC, P.O. Box 1242, Mebane, N.C. 27302

This instrument was prepared by Terry Gould. (This deed was prepared at the request of the Grantor based upon information provided by the Grantor and without title examination, survey, or verification of property description for either the Grantor or the Grantee.)

## NORTH CAROLINA GENERAL WARRANTY DEED

This DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between

### GRANTOR

Clayton Terry Gould, married  
Jane F. Gould, married

### Grantee

123 INVESTMENTS, LLC  
P.O. BOX 1242  
MEBANE, N.C. 27302

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Mebane, Melville Township, Alamance County, North Carolina and more particularly described as follows:

BEING LOTS FOURTEEN (14) AND FIFTEEN (15), Block E of South View, located in Melville Township, Alamance County, North Carolina, surveyed and platted by F.M. Carlisle of Chapel Hill, North Carolina, June 1, 1954, reference is made to said plat for a more particular description of the same. Reference is also made to Deed from Edwards Realty Company to Doris Whitaker, single, filed 1/19/70, indeed Book 369, Page 431, Alamance County Registry.

The Property hereinabove described was acquired by Grantor by instrument recorded in

Book 1442, Page 0528.

A map showing the above-described property is recorded in Plat Book 31, Pages 108-109.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all persons whomsoever except hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements property of record if any and current year ad valorem taxes.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Clayton Terry Gould (seal)      Jane F. Gould (seal)  
Clayton Terry Gould      Jane F. Gould

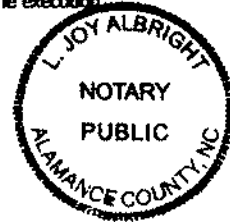
NORTH CAROLINA  
ALAMANCE COUNTY

I, L. Joy Albright, a Notary Public of the County and State aforesaid, certify that Clayton Terry Gould, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of February, 2007.

My Commission Expires:

10-29-07

L. Joy Albright  
Notary Public

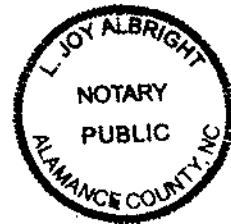


I, L. Joy Albright, a Notary Public of the County and State aforesaid, certify that JANE F. Gould, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1 day of February, 2007.

My Commission Expires:

10-29-07

L. Joy Albright  
Notary Public





Doc ID: 004730600002 Type: GRP  
 Recorded: 02/01/2007 at 02:08:42 PM  
 Fee Amt: \$17.00 Page 1 of 2  
 Alamance, NC  
 DAVID J.P. BARBER REGISTER OF DEEDS  
 BK 2526 Pg 34-35

Excise Tax -0-

Recording Time, Book and Page

Tax Map No. 10-11-21 & 33 Parcel Identifier No. 9815410277 & 9815319260

Mail To Grantee: 123Investments, LLC, P.O. Box 1242, Mebane, N.C. 27302

This instrument was prepared by Terry Gould. (This deed was prepared at the request of the Grantor based upon information provided by the Grantor and without title examination, survey, or verification of property description for either the Grantor or the Grantee.)

**NORTH CAROLINA  
 GENERAL WARRANTY DEED**

This DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between

**GRANTOR**

**Clayton Terry Gould, married  
 Jane F. Gould, married**

**Grantee**

**123 INVESTMENTS, LLC  
 P.O. BOX 1242  
 MEBANE, N.C. 27302**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Mebane, Meville Township, Alamance County, North Carolina and more particularly described as follows:

Being all of lots nos. 11,12,13,14, inclusive, of Block D, and Being all of Lots Nos.16,17,18,19,20,21,22, and 23, Inclusive, Block E, Southview, and known as the property of C. C. Edwards, as surveyed and platted on June 1, 1954, by F.M.Carlsie, C.E., a plat of which is recorded in the Office of the Register of Deeds for Alamance County, North Carolina, in Plat Book 31, Pages 108-109 said plat is hereby referred to for a more particular description.

The Property hereinabove described was acquired by Grantor by instrument recorded in

Book 1442, Page 0531.

A map showing the above-described property is recorded in Plat Book 31, Pages 108-109.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all persons whomsoever except hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements property of record if any and current year ad valorem taxes.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Clayton Terry Gould (seal)  
Clayton Terry Gould

Jane F. Gould (seal)  
Jane F. Gould

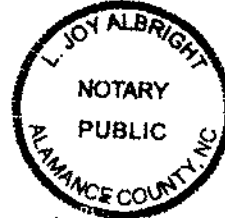
NORTH CAROLINA  
ALAMANCE COUNTY

I, L. Joy Albright, a Notary Public of the County and State aforesaid, certify that Clayton Terry Gould, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument, Witness my hand and official stamp or seal, this 1 day of February, 2007.

My Commission Expires:

10-29-07

L. Joy Albright  
Notary Public

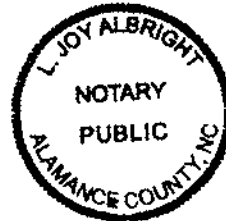


I, L. Joy Albright, a Notary Public of the County and State aforesaid, certify that JANE F. Gould, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument, Witness my hand and official stamp or seal, this 1 day of February, 2007.

My Commission Expires:

10-29-07

L. Joy Albright  
Notary Public



74693

Doc ID: 004790880002 Type: CRP  
Recorded: 02/01/2007 at 08:56:02 PM  
Fee Amt: \$17.00 Page 1 of 2  
Alamance, NC  
DAVID J.P. BARNER REGISTER OF DEEDS  
BK 2526 PG 66-67

Excise Tax -0-

Recording Time, Book and Page

Tax Map No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_

Mail To Grantee: 123Investments, LLC, P.O. Box 1242, Mebane, N.C. 27302

This instrument was prepared by Terry Gould. (This deed was prepared at the request of the Grantor based upon information provided by the Grantor and without title examination, survey, or verification of property description for either the Grantor or the Grantee.)

### NORTH CAROLINA GENERAL WARRANTY DEED

This DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between

**GRANTOR**  
**Clayton Terry Gould, married**  
**Jane F. Gould, married**

**Grantee**  
**123 INVESTMENTS, LLC**  
**P.O. BOX 1242**  
**MEBANE, N.C. 27302**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Mebane, Meville Township, Alamance County, North Carolina and more particularly described as follows:

BEING ALL OF LOTS NOS. Seventeen through Twenty-Nine, (17-29), Inclusive, of Block C, and Being a Portion of Lots Nos. Thirty and Thirty-Five, (30 & 35), Block C, Being all of Lots Nos. Thirty-six through Forty three (36-43), Inclusive, Block C, Being all of Lots Nos. Forty-Six through Fifty-One, (46-51), Inclusive, Block C, Being all of Lots Nos. Forty-two through Fifty-Six, (42-56), Inclusive, Block D, Being all of Lots Nos. Six through Nine, (6-9), Inclusive, Block E, Being all of lot No. Seven (7), Block F, Being all of Lots Nos. Five through Forty-One, (5-41), Inclusive, Block G, and Being all of Lots Nos. One through Twenty-One, (1-21), Inclusive, Block H, Southview, and known as the property of C. C. Edwards, as surveyed and platted on June 1, 1954, by F.M. Carlisle, C.E., a plat of which is recorded in the Office of the Register of Deeds for Alamance County, North Carolina, in Plat Book 31, Pages 108-109, said plat is hereby referred to for a more particular description.

It is understood that a portion of Lot No. Thirty, (30) and a portion of Lot No. Thirty-Five, (35), Block C, has been previously conveyed and are not included in this conveyance.

This conveyance is made subject to all restrictions, easements and right of way of record, if any.

The Property hereinabove described was acquired by Grantor by instrument recorded in

Book 1111, Page 0417

A map showing the above-described property is recorded in Plat Book 31, Pages 108-109

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all persons whomsoever except hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements property of record if any and current year ad valorem taxes.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Clayton Terry Gould (seal) Jane F. Gould (seal)  
Clayton Terry Gould Jane F. Gould

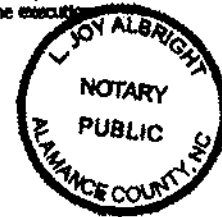
NORTH CAROLINA  
ALAMANCE COUNTY

I, L. Joy Albright, a Notary Public of the County and State aforesaid, certify that Clayton Terry Gould, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument, Witness my hand and official stamp or seal, this 1 day of February, 2007.

My Commission Expires:

10-29-07

L. Joy Albright  
Notary Public



I, L. Joy Albright, a Notary Public of the County and State aforesaid, certify that JANE F. Gould, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument, Witness my hand and official stamp or seal, this 1 day of February, 2007.

My Commission Expires:

10-29-07

L. Joy Albright  
Notary Public





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## AGENDA ITEM #11

### Property Acquisition- Jackson Street- WRRF

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**Meeting Date**

August 1, 2022

---

**Presenter**

Lawson Brown, City Attorney

---

**Public Hearing**

Yes  No

---

**Summary**

The City has identified property as potentially needed for the expansion of the Waste Water Recovery Facility.

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**Background**

The City is expanding the capacity of the waste water recovery facility (WWRf) and anticipates further expansion of the WWRf in the future. This property is contiguous to the WWRf and as such, the ownership of the property should be beneficial for the City.

---

**Financial Impact**

The purchase price is \$25,000. If the property is purchased by the City, the property will be non-taxable for property tax purposes prospectively.

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**Recommendation**

Staff recommends the purchase of the property after usual buyer due diligence for title, soil, environmental and other items, and recommends that the City manager be authorized to sign the agreement on behalf of the City.

---

**Suggested Motion**

I move that the City purchase the property, contingent upon satisfactory due diligence such as title, soil, environmental and other items and that the City manager be authorized to sign the offer to purchase and contract, on behalf of the City.

---

**Attachments**

1. Offer to Purchase and Contract



**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**  
 [Consult "Guidelines" (Form 12G) for guidance in completing this form]

**NOTE:** If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

**NOTE FOR NEW CONSTRUCTION:** If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": MARVIN LUMPKIN

(b) "Buyer": CITY OF MEBANE

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property  will  will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Street Address: JACKSON STREET  
 City: MEBANE Zip: \_\_\_\_\_  
 County: ALAMANCE, North Carolina

**NOTE:** Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)  
 Plat Reference: Lot/Unit 44 & 45, Block/Section C, Subdivision/Condominium C.C. EDWARDS  
 \_\_\_\_\_, as shown on Plat Book/Slide 31 at Page(s) 108 & 109

The PIN/PID or other identification number of the Property is: 9815417249

Other description: #165076 (OLD 10-11-18)

Some or all of the Property may be described in Deed Book 2163 at Page 57

(d) "Purchase Price":  
 \$ 25,000.  
 \$ N/A  
 \$ 500.

paid in U.S. Dollars upon the following terms:  
 BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by  cash  personal check  official bank check  wire transfer  electronic transfer (specify payment service: \_\_\_\_\_)  
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer,  electronic transfer within five (5) days of the Effective Date of this Contract.



This form jointly approved by:  
 North Carolina Bar Association's Real Property Section  
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T  
 Revised 7/2022  
 © 7/2022

Buyer initials \_\_\_\_\_ Seller initials ML

\$           N/A            
 \$           N/A            
 \$           N/A            
 \$           24,500.          

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on \_\_\_\_\_, **TIME BEING OF THE ESSENCE** by  cash  official bank check  wire transfer  electronic transfer  
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).  
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).  
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn. Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) **"Escrow Agent"** (insert name):           THE VERNON LOW FIRM            
 Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this

Buyer initials \_\_\_\_\_ Seller initials           ML

Contract by Seller, or if this Contract is terminated under Paragraph 20(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on 2022 OCTOBER 31,  
TIME BEING OF THE ESSENCE.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) "Settlement Date": The parties agree that Settlement will take place on OR BEFORE NOVEMBER 30, 2022  
(the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

**NOTE:** See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

**NOTE:** Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

## 2. BUYER'S DUE DILIGENCE PROCESS:

**WARNING:** BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** ~~Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.~~
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

**NOTE:** NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

*TO THE EXTENT ALLOWED BY LAW*

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is  is not  attached.

**NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

**OR:**

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property:  Conventional  USDA

Other type: \_\_\_\_\_

\_\_\_\_\_ in the principal amount of \_\_\_\_\_

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: \_\_\_\_\_

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

Buyer initials \_\_\_\_\_ Seller initials ML

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

**4. BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**5. SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** ( Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** ( Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto).

**6. SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

**NOTE:** See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: THE CITY OF MEBANE

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ —0— toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

**7. CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

**8. PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents:** Rents, if any, for the Property;

(c) **Dues:** Owners' association regular assessments (dues) and other like charges.

**9. CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

**10. DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.



**21. REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials \_\_\_\_\_ Seller initials ML

**11. POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

**12. ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure Addendum (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: *PURCHASE IS SUBJECT TO CITY COUNCIL APPROVAL AS BY LAW PROVIDED. BUYER SHALL USE HIS BEST EFFORTS TO SECURE AS SOON AS POSSIBLE.*

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

**13. ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

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

**15. PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

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

**17. ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

**18. CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

**19. EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

**20. COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

Buyer initials \_\_\_\_\_ Seller initials *ML* \_\_\_\_\_

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 106 E. WASHINGTON ST.  
MEBANE, NC 27203

Buyer Fax #: \_\_\_\_\_

Buyer E-mail: CROLLINS@CITYOFMEBANE.COM

SELLER NOTICE ADDRESS:

Mailing Address: 1615 MORNINGSIDE DR., APT E  
BURLINGTON, NC 27217-2986

Seller Fax #: \_\_\_\_\_

Seller E-mail: LUMPKIN MARVIN 1955@gmail.com

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A  
Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Firm License#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Individual Selling Agent:  
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: \_\_\_\_\_

Selling Agent Phone#: \_\_\_\_\_

Selling Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: \_\_\_\_\_

Listing Firm Name: N/A  
Acting as  Seller's Agent  Dual Agent

Firm License#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Individual Listing Agent:  
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: \_\_\_\_\_

Listing Agent Phone#: \_\_\_\_\_

Listing Agent Fax#: \_\_\_\_\_

Listing Agent E-mail: \_\_\_\_\_

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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: \_\_\_\_\_

Date: July, 2022

Buyer: \_\_\_\_\_

Seller: MARVIN LUMPKIN

Date: \_\_\_\_\_

Date: 7/21/2022

Buyer: \_\_\_\_\_

Seller: Marvin Lumpkin

Entity Buyer: CITY OF MEBANE  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: CHRIS ROLLINS

Name: \_\_\_\_\_

Title: CITY MANAGER

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

**ACKNOWLEDGMENT OF RECEIPT OF MONIES**

Seller: \_\_\_\_\_ ("Seller")

Buyer: \_\_\_\_\_ ("Buyer")

Property Address: \_\_\_\_\_ ("Property")

**LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date: \_\_\_\_\_

Seller: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Seller: \_\_\_\_\_  
(Signature)

**ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 500.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_

Firm: THE VERNON LLOYD FIRM

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

Time: \_\_\_\_\_  AM  PM

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)



## Mebane Fire Dept. Monthly Report

	June	Year to Date	% Change from 2021
<b>Structural Response</b>			
<b>Totals</b>	<b>38</b>	<b>178</b>	<b>2%</b>
<b>Average Personnel Per Response</b>	<b>9</b>	<b>12</b>	
<b>Average Volunteer Response</b>	<b>2</b>	<b>2</b>	
<b>Non Structural Responses</b>			
<b>Totals</b>	<b>79</b>	<b>400</b>	<b>11%</b>
<b>Total Fire Response</b>	<b>117</b>	<b>578</b>	<b>8%</b>
<b>Location (Year to Date)</b>	<b>North</b>	<b>South</b>	
<b>Total Number/Percentage</b>	<b>309/53%</b>	<b>269/47%</b>	
<b>Average Fire Response Time</b>	<b>North 5:10</b>	<b>South 5:33</b>	
<b>Percentage of Calls Inside City</b>	<b>65%</b>	<b>56%</b>	
<b>Percentage of Calls Outside City</b>	<b>26%</b>	<b>31%</b>	
<b>Percentage of Calls for Mutual Aid</b>	<b>9%</b>	<b>13%</b>	
<b>EMT Response</b>	<b>171</b>	<b>1060</b>	<b>21%</b>
<b>Location (Year to Date)</b>	<b>North</b>	<b>South</b>	
<b>Total Number/ Percentage</b>	<b>499/47%</b>	<b>561/53%</b>	
<b>CPS Seats Checked</b>	<b>17</b>	<b>95</b>	
<b>Smoke Alarms Checked/Installed</b>	<b>8</b>	<b>58</b>	
<b>Station Tours/Programs</b>	<b>3</b>	<b>21</b>	
<b># of Participants</b>	<b>142</b>	<b>854</b>	
<b>Events Conducted/Attended</b>	<b>1</b>	<b>10</b>	
<b>Views on Fire Safety Facebook Posts</b>	<b>0</b>	<b>560</b>	



The Planning Board meeting was held at the Glendel Stephenson Municipal Building located at 106 E. Washington Street, Mebane, NC 27302 and livestreamed via YouTube. The video can be accessed through the following link: <https://www.youtube.com/watch?v=zsw0Q4LENRO>

**Members Present:**

Edward Tulauskas, Chair  
Judy Taylor, Vice Chair  
Jason VanBuren  
Gale Pettiford

Kurt Pearson  
Keith Hoover  
Larry Teague

**City Staff Present:**

Ashley Ownbey, Interim Development Director  
Audrey Vogel, Planner

Franz Holt, City Engineer  
Kirk Montgomery, IT Director

**1. Call to Order**

At 6:30 p.m. Chairman Tulauskas called the meeting to order.

**2. Introduction of newly appointed Planning Board member Mr. Jason VanBuren**

City Planner Audrey Vogel provided a brief introduction to Jason VanBuren, the newest Planning Board member

**3. Planning Board Member Elections**

Judy Taylor and Kurt Pearson made a motion to re-elect the current officers Judy Taylor as vice chair and Ed Tulauskas as chair. The motion passed unanimously.

**4. Approval of June 13, 2022, Meeting Minutes**

Larry Teague made a motion to approve the meeting minutes. Gale Pettiford seconded the motion which passed unanimously.

**5. City Council Actions Update**

Ashley Ownbey, Interim Development Director, provided an update on the City Council's recent action at the July City Council meeting

**6. Rezoning Requests**

- A. Request to rezone the +/- 10.01-acre property located at 4677 Mrs White Lane (PIN 9816955507), from R-20 to R-12 (CD) to allow for a residential development of 18 single family detached homes by Tanner Built Homes, LLC.**

Tanner Built Homes, LLC is requesting approval to conditionally rezone the +/-10.01-acre property located at 4677 Mrs White Lane (GPIN 9816955507) from R-20 to R-12(CD) to allow "Mill Run" a residential subdivision of 18 single family homes. The property is located outside of City Limits in the





Mebane Extraterritorial Jurisdiction (ETJ). Proposed onsite amenities are detailed in the meeting agenda packet available [here](#). The Planning staff has reviewed the request for harmony with the zoning of the surrounding area and consistency with the City's adopted plans and recommends approval. The Technical Review Committee (TRC) has reviewed the site plan and the applicant has revised the plan to reflect the comments

Audrey Vogel provided an overview and PowerPoint presentation of the request.

Phil Koch, P.E. of EarthCentric Engineering presented the rezoning request including a discussion of the site plan, stormwater, project history and examples of home elevations.

Kurt Pearson asked if the property would be annexed into the City. Mr. Koch responded that annexation is a requirement for utility connection.

Larry Teague asked why the City was not requiring curb and gutter for the proposed street. Audrey Vogel responded that in some situations the City will waive this requirement for a low-density development to enable lower impervious surface coverage. Larry Teague asked if curb and gutter would be better to guide water to the retention areas if drainage was already an issue in this area. Phil Koch responded that the site design would channel water to the stormwater retention area and the ditch line would better accommodate stormwater runoff in the water supply watershed.

Larry Teague asked why sidewalk was only being provide on one side of the street. Mr. Koch explained that sidewalk on one side meet's the City's typical street design requirement even for curb and gutter streets. He added that they tied the end of the sidewalk into the walking trail to loop around the subdivision.

At this time Chairman Tulauskas asked if anyone from the public wanted to speak.

Gene Burns, 1432 Rutledge Trail, commented that the property should stay one 10-acre single-family home site. He added that the was area originally made up of very spacious lots with nice forest coverage and the proposed Mill Run subdivision would be too many lots and Mebane is growing too much.

Evon Connally, 1549 Rutledge Trail, explained that she lives across from the proposed subdivision and elaborated on the current drainage issues along Rutledge Trail. She asked for more explanation about the proposed stormwater management for Mill Run to ensure that it doesn't exacerbate the drainage problem.

Phil Koch responded to Mrs. Connally, highlighting on the site plan how and where the current drainage issues occur at the entrance of Rutledge Trail. Mr. Koch explained that the area was not graded properly to begin with, and the current drainage ditch is sedimented. In order to address these concerns, they will be putting in a pipe to direct water under the entrance and reestablishing the ditch line to better accommodate stormwater.



Evon Connally's husband Mr. Connally asked about the property line that runs down the middle of Rutledge Trail and if the Mill Run HOA would be responsible for the maintenance of the street.

Mr. Koch responded that Rutledge Trail is a private road contained within an easement and the surrounding property lines on either side extend to the centerline of the road. Mr. Koch explained that there is an existing maintenance agreement among the surrounding property owners for the maintenance of the street. The property owner/applicant Mr. Tanner is not written into the current agreement but is willing to help with the street maintenance even though he does not have any maintenance responsibility. He added that it was a priority for the project to restore the drainage on the road. Mr. Connally responded that a new maintenance agreement would be necessary to include the Mill Run HOA. Kurt Pearson emphasized that this would be important to set up between the HOA.

Kurt Pearson asked if the Rutledge easement conflicted with the landscape buffer for the subdivision. Mr. Koch responded that the easement is just outside of the buffer, no conflict.

Mrs. Connally asked about the crosswalk and sewer extension for the project near their property, Mr. Koch explained that per DOT requirements they would not have a problem.

Kurt Pearson commented that the applicant's rezoning request is very reasonable with reasonable waiver requests. He added that it was important for the applicant to include the HOA in the maintenance agreement of Rutledge.

Kurt Pearson made a motion to approve the request as follows:

*Motion to approve the R-12 (CD) zoning as presented; and*

*Motion to find that the application is consistent with the objectives and goals in the City's 2017 Comprehensive Land Development Plan Mebane By Design. Specifically, the request:*

- *Is for a property within the City's G-4 Secondary Growth Area and is generally residential in nature (Mebane CLP, p.66);*
- *Provides a sidewalk along its street frontage, as required by the City's adopted Bicycle and Pedestrian Transportation Plan.*

Gale Pettiford seconded the motion which passed unanimously. Mr. Tulauskas confirmed that the request would be scheduled for a public hearing before the Mebane City Council on August 1<sup>st</sup>.

**B. Request to rezone four properties totaling +/- 5.74 acres located at 120, 122, 126 W Holt Street (PINs 9825033678, 9825033700, 9825031924, 9825034785) from M-1, B-1, and R-12 to B-1 (CD) to allow for a Planned Unit Development of 268 apartment units and +/- 21,540 square feet of retail space by NC Mebane Holt, LLC.**

NC Mebane Holt, LLC, is requesting approval to conditionally rezone four (4) properties totaling +/- 5.74 acres located at 120, 122, and 126 W Holt Street. The properties are currently split-zoned HM,



R-12, and B-1. The proposed request is to rezone the properties to B-1(CD) (Central Business Conditional District) to allow for a Planned Unit Development of 268 apartment units and +/- 21,540 square feet of commercial space. The properties are in Alamance County and in the City limits. The applicant has a contract to purchase the properties. Proposed onsite amenities, traffic considerations and waiver requests are detailed in the meeting agenda packet available [here](#). The Planning staff has reviewed the request for harmony with the zoning of the surrounding area and consistency with the City's adopted plans and recommends approval. The Technical Review Committee (TRC) has reviewed the site plan and the applicant has revised the plan to reflect the comments

Ashley Ownbey provided an overview and PowerPoint presentation of the request.

Tom Boney of Alamance News asked how many buildings are proposed and asked if the commercial space was proposed in specific buildings. Ms. Ownbey replied the two buildings fronting Washington St have commercial in the ground floor of 5 buildings total.

Robert Wright represented the client Mebane Holt LLC and introduced the additional representatives on the applicant team present at the meeting: David Allen and Charles Zevenhuizen of RealtyLink, LLC, John Plageman the project architect, Allan Hill the project civil engineer and Josh Reinke traffic engineer.

David Allen introduced the proposed development as "The Downs at Mebane," discussed partnership with Kingsdown, and goals to foster historical character and alignment with the Mebane *Downtown Vision Plan*. Mr. Allen went over the site plan and the various proposed buildings, including the community space within the "cotton building", a rooftop amenity for outdoor social gatherings, and areas with retail space. He explained the current conditions of the existing buildings and that they are preserving what can be preserved although most of it must be torn down. He added that they would buy 50 red oaks to be planted on site, distributed to the City to plant and to be gifted to the surrounding property owners to make up for some of the existing trees that cannot be saved on the property.

Robert Wright gave a presentation including discussion of the following:

- waiver requests for parking, lighting, and landscaping
- the agreement with the library and with the church for overflow parking that would primarily be for the retail and the restaurants in the evening
- proposed unit mix and amenities for the apartments
- design inspiration for the project
- community space, economic development, and community investments

Kurt Pearson commented that parking did not add up, noting that the available parking is 48 spaces short per the 422 spaces required by UDO. He questioned how the overflow parking could sufficiently accommodate the retail parking when there isn't enough residential parking.



Robert Wright responded that the UDO allows for some flexibility for the parking required in the downtown area. Kurt Pearson responded that he was correct, but the flexibility given by the UDO doesn't necessarily make up for such a large deficit.

Larry Teague questioned how they would be able to use the library parking when they already restrict the nearby apartment development from parking there. Mr. Wright responded that he was unaware of other restrictions, but in speaking with the library they were open to a parking agreement. Larry commented that the library doesn't close until 8 p.m. so it didn't seem like there would be a wide window to use it.

Larry Teague asked what the proposed building height was and how it compared to the average building height downtown. Mr. Wright explained the proposed building height is 50 ft and although he didn't know the average height downtown, their proposal aligns with the *Downtown Vision Plan*. Larry Teague also expressed concern about the cotton building being located in the sight triangle. Mr. Wright responded that the building already exists. Larry Teague asked how the adjacent home on Holt St would be impacted, nearest to the proposed dog park. Mr. Wright responded that there would be no impact on the home, and screening would be provided.

Tom Boney asked for clarity on the existing buildings and the "cotton building." Robert Wright explained that all of the existing buildings would be demolished except for the "cotton building" on the northeast corner by the pool shown on the site plan.

Dave Roth, 410 S 4<sup>th</sup> St, expressed support and excitement for the project to bring more activity and economic development to downtown Mebane. He noted that the site is currently derelict abandoned characterless buildings and the whole western block is surrounded by a six-foot-tall chain-link fence with barbed wire. He added that he trusted the engineers that designed site and performed the traffic study. He commented that the project would add much needed value to the property and hoped for the project to be approved.

Steve Krans, 100 W Crawford, St commented as a downtown business owner, downtown resident, and co-president of destination downtown and spoke on behalf of other downtown business owners. He expressed support and excitement for project and echoed the comments of Mr. Roth before him. He noted the importance of bringing traffic to downtown businesses and the overall positive impact the project would have downtown.

Dan Shannon, 4681 Mebane Rogers Road, commented that this is a phenomenal opportunity for the City of Mebane to have interest and intent in developing the property. He noted a slight concern about parking but was confident that it could be worked out.

Becky Beedy, 116 W Holt St, explained that she lives in the property Mr. Teague asked about immediately adjacent to the site and dog park. Ms. Beedy expressed excitement for the project and



interest in living in an apartment and asked questions about the provision of handicap accessible parking and accessible apartment units.

Josh Woodard, 500 S Third St, commented that he is excited about the potential to redevelop the Kingsdown site with mixed use but expressed significant concern with the development as presented. He noted that much of the property is covered by a parking lot and yet that there is not enough parking being provided. He noted concern about the use of the library for overflow parking, asking where he would be able to park when visiting the library with his kids. Mr. Woodard expressed disappointment in the lack of greenspace being provided on site, highlighting a missed opportunity to provide vibrant green space tied-in to downtown. Mr. Woodard also commented that there should be condos in addition to apartments in order to bring people in that are invested in the community long term.

Roger Halchin, 407 S Third St, noted that he is a long term resident of Mebane (32 years). Mr. Halchin echoed that it would be nice to see the property developed but expressed concern about stormwater and the increase in impervious surfaces. He added the S Third St area of Mebane gets a lot of run off and flooding from downtown when there is heavy is rain. He pointed out an abandoned storm sewer pipe under his property that connects all the way to Kingsdown which creates additional drainage problems and sinkholes. He also expressed concern about traffic and the impact of the mixed use and apartments on the neighborhood character.

Gene Jester, 209 W Holt St, spoke about his home at the corner of 2<sup>nd</sup> and Holt St adjacent to the proposed development, and his surrounding neighbors. He commented that such high-density housing, nearly 500 new residents right across the street, would be disruptive and dramatically impact the density and character of the neighborhood. He noted that the people to live in the apartments will not be inclusive or diverse, but mostly a young transient generation without children. He added that the units would not be affordable. Mr. Jester expressed deep respect and appreciation for the downtown community and how hard they have worked to transform it into a vibrant place but expressed concern for how traffic and congestion could really disrupt the success of the downtown area. Mr. Jester echoed concern about the 4-story building height. He shared frustration about the on-street parking that would be right in front of his home. He expressed great concern about the legacy trees on site that would be cleared and he reiterated that the project was too dense and out of character with the community.

Mary McFarland, 307 N Wilba Rd, echoed the same concerns expressed by others about parking, density, building height, and lack of harmony with its surroundings. Ms. McFarland commented on the *Downtown Vision Plan* process from 2018 and how it depicted a concept for the Kingsdown property. She commented that the Vision Plan recommended a setback for a 4<sup>th</sup> story on the building to reduce the visual impact. Ms. McFarland elaborated on some other uses that would be suitable for the property such as greenspace/public space and YMCA. Ms. McFarland expressed concern about the waiver requests. She reiterated that proposed development is too dense and too tall.



Tom Boney asked about the parking agreement with the library – who owns the property and who has the authority to make the decision about parking. Ashley Ownbey, Interim Development Director, responded that the City owns the library lot and the City Attorney has confirmed that the lessee (the leaseholder/tenant) has the option to determine who utilizes the parking.

Tom Boney asked then in that case, did the County Library give permission to use the parking. Robert Wright responded that an individual at the library sent him an email confirming that they would be fine with overflow parking in the library during the hours they discussed. He confirmed it was the director of the Mebane Library but did not know the name of the individual he spoke with. Judy Taylor asked if it was clear that this would be an agreement made in perpetuity. Mr. Wright responded that they spoke at length about the project.

In response to questions raised by the public, Mr. Wright highlighted the ADA parking spaces on the site plan including an accessible garage at building 3. Kurt Pearson asked who would be able to use the interior parking lot with the accessible spaces. Mr. Wright responded that the spaces would be available to the apartment residents.

Mr. Wright explained that the apartments are driven by demand and there are more people today that want to rent and a lot of people are opting not to purchase, so they are meeting that demand.

Allan Hill, the project engineer, elaborated on the stormwater design for the project noting that the development would only increase the impervious surface by roughly one acre. He noted that the City requires that additional impervious and stormwater be treated for quality and quantity so that peak flows do not exceed the existing level. The City of Mebane Engineer Franz Holt added that they were required to provide rendition for a 100-year storm event.

Mr. Wright elaborated on how the project aligns with the *Downtown Vision Plan* by providing a mix of uses and housing as a transition area towards the existing central business district across the railroad tracks. He responded to questions about low-income housing and explained that low-income housing would be less beneficial to property values. Mr. Wright also explained that the existing buildings are not designated as historic and are structurally unusable.

Gale Pettiford asked where delivery trucks would be able to access the commercial tenants for the site and if it would be a public safety hazard. David Allen highlighted on the plans areas where there would access for trucks, namely on street parking areas in the morning,

Ms. Beedy followed up about her question regarding accessible apartments. The architect for the applicant Mr. Plageman responded that in compliance with building code, 9 apartments would be fully accessible and all of them would be adaptable because of the elevators.



Ms. McFarland asked if there would be a safety hazard due to traffic and the close proximity to the Mebane Fire Station. Mr. Wright responded that the Mebane Fire Department and TRC reviewed and approved the plans as presented, meeting city requirements.

Kurt Pearson shared a series of concerns about the proposed development:

- Mr. Pearson expressed concern in general about the number of apartments in Mebane. He advised using caution whenever considering apartment developments to avoid saturating the housing market. He suggested a study be performed for the City to ensure there is a healthy mix of housing in the City and the number of apartments does not approach or exceed that healthy threshold. He added that he did see that apartments in this downtown area are more desirable but wanted to see condos and townhomes as well.
- Mr. Pearson shared his opinion that the proposed development was asking too much with waiver request he considered be too severe, particularly with respect to parking. He noted that the project fails to provide enough parking for the residential component with a deficit of 48 spaces let alone the commercial component. He added that it was in his opinion inappropriate to use the public property at the library as overflow parking for a private development.
- Mr. Pearson indicated that in his opinion the proposed 4-story building height is too tall, and not in character with the surrounding buildings downtown which do not exceed three stories. He shared Ms. McFarland's concern about being "too dense and too tall." Kurt also added that while it is great to have development that will increase activity downtown, he is concerned that the proposed development will exacerbate traffic and parking problems downtown.
- He explained the City has discretion to grant waivers when reasonable and appropriate, but in this case the waiver requests are irresponsible and do not meet the intent of the UDO. He added that he didn't want to be too critical because he understands it is a prime location and it should be developed, but as presented it is not a smart development. Mr. Pearson questioned why not be picky and demand more from the developer when in the current economy almost every developer would love to come develop in Mebane, in such a prime location.
- Mr. Pearson concluded by stating he has a lot of knowledge and education from his professional background in city planning and that even though the Planning Board is an advisory body, the City Council watches these meetings and reads the meeting minutes. Mr. Pearson noted that considering the density, waiver requests and the irresponsible parking deficit, his only option would be to vote in opposition to the rezoning request.

Larry Teague commented that he agreed with Kurt Pearson.

Judy Taylor commented that she was excited about the redevelopment potential for mixed use on the Kingsdown properties but shared some concerns that the proposed development did not quite align with the intent and character of the *Downtown Vision Plan*. She noted that a buffer was



necessary to provide a transition between the existing homes on Holt Street and the mixed-use development.

Kurt Pearson made it clear that he is not against development on the Kingsdown properties, but that any proposed development needed to be responsible and in character with the surrounding area.

Kurt Pearson made *a motion to deny the B-1(CD) rezoning as presented due to a lack of harmony with the surrounding zoning or land use*, noting his concerns about the numerous waiver requests that he discussed earlier. Gale Pettiford seconded the motion which passed unanimously.

Chairman Tulauskas indicated that the request would go before the Mebane City Council on Monday, August 1<sup>st</sup>.

**C. Request to rezone two properties totaling +/- 10.67 acres located at Peartree Dr & Parker Ln (PINs 9824071555 & 9824073438) from R-8 (CD) and R-20 to R-8 (CD) to allow for a residential development of 70 townhomes by KB Home Carolina Division.**

KB Home Carolinas Division is requesting approval to conditionally rezone two properties totaling +/- 10.67 acres located at Peartree Dr & Parker Ln (PINs 9824071555 & 9824073438) from R-8 (CD) and R-20 to R-8 (CD) to allow for a residential development “Peartree Townhomes” of 70 townhomes. The property is located outside of City Limits in the Mebane Extraterritorial Jurisdiction (ETJ). Proposed onsite amenities are detailed in the meeting agenda packet available [here](#). The Planning staff has reviewed the request for harmony with the zoning of the surrounding area and consistency with the City’s adopted plans and recommends approval. The Technical Review Committee (TRC) has reviewed the site plan and the applicant has revised the plan to reflect the comments

Ashley Ownbey provided an overview and PowerPoint presentation of the request.

Donald Sever, PE of Summit Design and Engineering presented the rezoning request including discussion of the site plan, stormwater, project history and examples of home elevations. Thurm Bowen of KB home was also in attendance to represent the applicant.

Tom Boney of the Alamance News asked about the typical number of bedrooms and price point for the proposed townhomes. Mr. Bowen answered that the homes would have 3 bedrooms and would be in the 290 to low 300 thousand price range.

Joe Wiggs, adjacent property owner at 408 Stratford Dr, expressed several concerns about the project, namely that the connection of the road and sidewalk to Stratford would be disruptive to his property and the quiet street. He added that in previous conversations, the project engineer told him that a cut through was not necessary but the City wanted it for emergency response purposes.





Mr. Wiggs added that there are plenty of dead-end roads in Mebane and it shouldn't have an impact on emergency response. Mr. Wiggs also expressed concerns about the lighting for the proposed subdivision entrance sign and loss of large existing evergreen trees. He added that the stormwater ponds would increase mosquitos.

Aaron Smeltz, property and business owner at 831 S 8<sup>th</sup> Street, expressed concern about how the project may impact his property, particularly traffic. He asked if the development would limit his ability to recombine his properties in the future and if he could access his property from the proposed road that would run behind him. Don Sever responded that he did not see an issue providing an entryway for Mr. Smeltz to tie into provided that the City did not have an issue.

Mr. Wiggs also asked if a fence or buffer would be installed around where the project abuts his property.

In response to Mr. Wiggs, Don Sever highlighted on the site plan where they are proposing to preserve the exiting tree canopy. He added that screening along Mr. Wiggs' property would be determined during the construction plan approval process.

Mr. Wiggs asked how close the proposed parking spaces shown on the plans would be to his property. Mr. Sever responded that the spaces would be 8 to 10 feet from the property line. Tom Boney asked if there were any buffer requirements with respect to the parking spaces. Ashley Ownbey responded that the parking is required to be screen from adjacent properties. Mr. Wiggs expressed concern about these spaces so close to his property line without a sufficient buffer and asked whether those spaces were necessary.

Ashley Ownbey responded that the parking spaces in question contribute to meeting the parking requirements for the subdivision, although they are exceeding the requirement by 2 spaces.

Kurt Pearson asked what the required setback is for parking. Ashley Ownbey responded that there are not setbacks for parking areas. Kurt Pearson responded that the proposed screening seemed sufficient and would not have a large impact on the surrounding properties. He also commented that the lighting from the subdivision entrance sign would not have a significant impact on surrounding properties because there are lighting requirements for signs. Mr. Pearson also added that the connectivity to Stratford in his opinion would be generally favorable. Mr. Wiggs restated his concern about the street being used for a cut through.

Kurt Pearson commented that the requested waivers for this proposed development are not significant, and the property is already zoned R-8 so it would not cause any significant changes from the current zoning.

Aaron Smeltz asked if the development would limit his ability to recombine his properties in the future. Staff responded that it would not change his ability to recombine his properties.



Mr. Wiggs asked how the site plan addresses stormwater management. Mr. Sever responded by highlighting the stormwater control measures as shown on the site plan.

Tom Boney asked about the proposed private amenities. Mr. Sever highlighted the proposed private amenities on the site plan including the dog park, walk path, sports field, bocce ball, and picnic area.

Kurt Pearson noted that the City Council will have the final decision on the rezoning request and that Mr. Wiggs will have an opportunity to share his concerns at the public hearing.

Kurt Pearson commented that the project does not have any major red flags that would negatively impact surrounding property owners.

Keith Hoover made a motion as follows:

*Motion to approve the R-8 (CD) zoning as presented; and*

*Motion to find that the application is consistent with the objectives and goals in the City's 2017 Comprehensive Land Development Plan Mebane By Design. Specifically, the request:*

- *Is for a property within the City's G-1 Mixed-Use (Cameron Lane) and is residential in nature; and*
- *Promotes a village concept that supports compact and walkable environments, consistent with Growth Management Goal 1.1 (pp. 17 & 82)*

Larry Teague seconded the motion which passed unanimously. Chairman Tulauskas indicated that the request would go before the Mebane City Council on Monday, August 1<sup>st</sup>.

## **7. New Business**

The following new business items were shared with the Board:

- Staff is arranging a Planning Board basics training, please share availability with staff.
- There is a vacancy on the Bicycle and Pedestrian Advisory Committee

## **8. Adjournment**

Chairman Tulauskas adjourned the meeting at 9:25 p.m.