



Agenda

Greenville City Council

May 12, 2011
7:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Mayor Pro-Tem Kittrell

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

- Fair Housing Poster Contest Recognition
- Fire-Rescue Citizen Recognition - Walter Pratt
- Sustained Professional Purchasing Award

VII. Appointments

1. Appointments to Boards and Commissions

VIII. New Business

Public Hearings

2. Second reading and final adoption of an ordinance authorizing expansion of an existing bus franchise by The Rupp Group, LLC, d/b/a DD Express

3. Second reading and final adoption of an ordinance granting a taxicab franchise to Mamadou Sanogo, d/b/a Liberty Cab Company
4. Ordinance requested by Cheddar's Restaurant to amend the zoning regulations to allow signs to be placed on top of decorative roof structures
5. Ordinance requested by Trade Wilco to rezone 1.31± acres located at the southwest corner of the intersection of NC Highway 43 and MacGregor Downs Road from RA20 (Residential-Agricultural) to CN (Neighborhood Commercial)
6. Ordinance requested by V-SLEW, LLC to rezone 30.273 acres located along the northern right-of-way of East 10th Street and adjacent to Rolling Meadows Subdivision from RA20 (Residential-Agricultural) and RR (Rural Residential [County's Jurisdiction]) to R6S (Residential-Single-family [Medium Density])
7. Ordinance to annex V-SLEW, LLC property, involving 30.273 acres located north of NC Highway 33 at its intersection with L.T. Hardee Road and west of Rolling Meadows Subdivision
8. Ordinance to annex Langston West, Section 2 involving 4.2424 acres located on Flora Drive, north of Langston West, Section 1 and west of Langston Farms, Phase 4
9. Resolution authorizing the sale of City-owned property at 410 Cadillac Street

Public Comment Period

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

Other Items of Business

10. Authorization to submit a Lead Based Paint Hazard Control Grant Program application to the Department of Housing and Urban Development
11. Resolutions authorizing condemnation to acquire certain property for the Thomas Langston Road Extension Project on Regency Boulevard

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments or reappointments need to be made to the Greenville Bicycle and Pedestrian Commission, Housing Authority, Human Relations Council, Planning and Zoning Commission, and Recreation and Parks Commission.

Fiscal Note: No fiscal impact.

Recommendation: Make appointments or reappointments to the Greenville Bicycle and Pedestrian Commission, Housing Authority, Human Relations Council, Planning and Zoning Commission, and Recreation and Parks Commission.

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[Appointments To Boards and Commissions City Council Meetings Agenda Deadline Material 138519](#)

Appointments to Boards and Commissions

May 12, 2011

Greenville Bicycle and Pedestrian Commission

Council Liaison: Council Member Calvin Mercer

| Name | District # | Current Term | Reappointment Status | Expiration Date |
|----------------|------------|--------------|----------------------|-----------------|
| Walter Council | 1 | Initial term | Resigned | January 2012 |

Housing Authority

Council Liaison: Mayor Pro-Tem Bryant Kittrell

| Name | District # | Current Term | Reappointment Status | Expiration Date |
|--|------------|--------------|----------------------|-----------------|
| Sterling Edmonds (Council Member Smith) | 4 | First term | Eligible | May 2011 |

Human Relations Council

Council Liaison: Council Member Max Joyner, Jr.

| Name | District # | Current Term | Reappointment Status | Expiration Date |
|-------------------|------------|------------------------|--------------------------------------|-----------------|
| Emily Carter | 4 | First term | Resigned | September 2013 |
| Shatka Richardson | 4 | Filling unexpired term | Did not meet attendance requirements | September 2011 |

Planning and Zoning Commission

Council Liaison: Council Member Calvin Mercer

| Name | District # | Current Term | Reappointment Status | Expiration Date |
|---|------------|------------------------|----------------------|-----------------|
| Godfrey Bell Regular Member (Council Member Glover) | 1 | First term | Eligible | May 2011 |
| Charles Garner Alternate Member (Elevation Procedure) | 4 | Filling unexpired term | Eligible | May 2011 |

Planning and Zoning Commission (continued)

| Name | Current District # | Reappointment Term | Expiration Status | Expiration Date |
|---|---------------------------|---------------------------|--------------------------|------------------------|
| William Lehman Regular Member (Council Member Blackburn) | 4 | Second term | Ineligible | May 2011 |

Recreation and Parks Commission

Council Liaison: Council Member Marion Blackburn

| Name | Current District # | Reappointment Term | Expiration Status | Expiration Date |
|--|---------------------------|---------------------------|--------------------------|------------------------|
| Sue Aldridge (Council Member Glover) | 4 | Second term | Ineligible | May 2011 |
| Jerry Clark (Council Member Blackburn) | 5 | Second term | Ineligible | May 2011 |

Applicants for Greenville Bicycle and Pedestrian Commission

Nathan Frank
4001 Lyme Court
Greenville, NC 27834

District #: 5

Application Date: 7/2/2010

Home Phone: (252) 321-9730
Business Phone: (615) 504-1933
Email: ncfrank@embarqmail.com

Allison Moran-Wasklewicz
3310 Cadenza Street
Greenville, NC 27858

District #: 4

Application Date: 2/8/2011

Home Phone: (252) 227-4505
Business Phone: (901) 647-1316
Email: awasklewicz@gmail.com

Applicants for Housing Authority

Jumail Blount
1901-A Norcott Circle
Greenville, NC 27834

Application Date: 4/12/2010

District #: 2

Home Phone: (252) 327-7716

Business Phone: (252) 329-4549

Email: harknot22@yahoo.com

Applicants for Human Relations Council

Wanda Carr
2304 British Court
Greenville, NC 27834

Application Date: 10/13/2010

District #: 1

Home Phone: (252) 321-1409

Business Phone:

Email: carrwdc@hotmail.com

Aaron Lucier
1516 Thayer Drive
Winterville, NC 28590

Application Date: 2/23/2011

District #: 5

Home Phone: (252) 321-3910

Business Phone: (252) 328-2758

Email: luciera@ecu.edu

Prudencio Martinez-Mengel
922 College View Drive
Greenville, NC 27858

Application Date: 12/7/2010

District #: 3

Home Phone: (252) 412-4907

Business Phone:

Email: prudencio4martinez@gmail.com

Brittney Partridge
925 Spring Forest Road, Apt. 9
Greenville, NC 27834

Application Date: 7/15/2010

District #: 1

Home Phone: (252) 489-8390

Business Phone:

Email: partridge606@students.ecu.edu

Applicants for Planning and Zoning Commission

Ann H. Bellis
1205 E. Wright Road
Greenville, NC 27858

Application Date: 5/13/2010

District #: 3

Home Phone: (252) 758-1979
Business Phone:
Email: corgys@suddenlink.net

Brian Brown
2237 Penncross Drive
Greenville, NC 27834

Application Date: 2/23/2011

District #: 5

Home Phone: (252) 414-3943
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

William Fleming
3609 Oak Hills Drive
Greenville, NC 27834

Application Date: 9/24/2010

District #: 1

Home Phone: (252) 756-8759
Business Phone: (252) 531-1600
Email: williamhfleming@yahoo.com

Nathan Frank
4001 Lyme Court
Greenville, NC 27834

Application Date: 7/2/2010

District #: 5

Home Phone: (252) 321-9730
Business Phone: (615) 504-1933
Email: ncfrank@embarqmail.com

Terry King
1310 Thomas Langston Rd. #7
Winterville, NC 28590

Application Date: 2/11/2011

District #: 5

Home Phone: (252) 412-5228
Business Phone:
Email: terryeu2@aol.com

Jeffrey O'Neill
1501 W. Ragsdale Drive
Greenville, NC 27858

Application Date: 3/24/2011

District #: 3

Home Phone: (919) 636-1646
Business Phone:
Email: ncarolinasailor@gmail.com

Planning and Zoning Commission (continued)

Richard S. Patterson
107 Woodhaven Road
Greenville, NC 27834

Application Date: 7/20/2010

District #: 5

Home Phone: (252) 916-6593
Business Phone: (252) 746-7018
Email: rspattersonsr33@gmail.com

Richard Weir
2074-3 Old Firetower Rd.
Greenville, NC 27858

Application Date: 2/20/2011

District #: 5

Home Phone: (252) 565-5663
Business Phone: (252) 216-9347
Email: raw03@gmailcom

L. H. Zincone
1730 Beaumont Drive
Greenville, NC 27858

Application Date: 3/7/2011

District #: 4

Home Phone: (252) 756-0071
Business Phone:
Email: bgrassnut@suddenlink.net

Applicants for Recreation and Parks Commission

Brian Cooper
1149 Mulberry Lane, #34-G
Greenville, NC 27858

District #: 5

Application Date: 3/5/2011

Home Phone: (252) 439-0651
Business Phone: (252) 439-0651
Email: brianevans_99@yahoo.com

William Fleming
3609 Oak Hills Drive
Greenville, NC 27834

District #: 1

Application Date: 9/24/2010

Home Phone: (252) 756-8759
Business Phone: (252) 531-1600
Email: williamhfleming@yahoo.com

Joseph P. Flood
1919 Sherwood Drive
Greenville, NC 27858

District #: 4

Application Date: 2/10/2009

Home Phone: (252) 353-9915
Business Phone: (252) 328-2745
Email: floodj@ecu.edu

Nathan Frank
4001 Lyme Court
Greenville, NC 27834

District #: 5

Application Date: 7/2/2010

Home Phone: (252) 321-9730
Business Phone: (615) 504-1933
Email: ncfrank@embarqmail.com

Debra Garfi
603A Spring Forest Road
Greenville, NC 27834

District #: 1

Application Date: 4/21/2011

Home Phone: (708) 269-7102
Business Phone: (252) 737-4164
Email: debjo.55@suddenlink.net

Deb Jordan
4321 Davencroft Village Drive
Winterville, NC 28590

District #: 5

Application Date: 1/31/2011

Home Phone: (252) 367-1754
Business Phone: (252) 737-2990
Email: jordand@ecu.edu

Recreation and Parks Commission (continued)

Aaron Lucier
1516 Thayer Drive
Winterville, NC 28590

District #: 5

Application Date: 2/23/2011

Home Phone: (252) 321-3910
Business Phone: (252) 328-2758
Email: luciera@ecu.edu

Allison Moran-Wasklewicz
3310 Cadenza Street
Greenville, NC 27858

District #: 4

Application Date: 2/8/2011

Home Phone: (252) 227-4505
Business Phone: (901) 647-1316
Email: awasklewicz@gmail.com

Al Muller
212 Bristol Court
Greenville, NC 27834

District #: 5

Application Date: 2/11/2011

Home Phone: (252) 916-5667
Business Phone: (252) 328-6737
Email: axm6737@gmail.com

Knox Oakley
3906 Bach Circle
Greenville, NC 27858

District #: 4

Application Date: 1/31/2011

Home Phone: (252) 321-6970
Business Phone: (252) 531-2457
Email: k.oakleyetridim.com

Jeffrey O'Neill
1501 W. Ragsdale Drive
Greenville, NC 27858

District #: 3

Application Date: 3/24/2011

Home Phone: (919) 636-1646
Business Phone:
Email: ncarolinasailor@gmail.com

Richard S. Patterson
107 Woodhaven Road
Greenville, NC 27834

District #: 5

Application Date: 7/20/2010

Home Phone: (252) 916-6593
Business Phone: (252) 746-7018
Email: rspattersonsr33@gmail.com

Recreation and Parks Commission (continued)

James Yahnker
413 Beasley Drive, Apt. M-7
Greenville, NC 27834

Application Date: 2/28/2011

District #: 1

Home Phone: (252) 758-3291
Business Phone: (252) 847-4400
Email: yahnker06@suddenlink.net

L. H. Zincone
1730 Beaumont Drive
Greenville, NC 27858

Application Date: 3/7/2011

District #: 4

Home Phone: (252) 756-0071
Business Phone:
Email: bgrassnut@suddenlink.net



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Second reading and final adoption of an ordinance authorizing expansion of an existing bus franchise by The Rupp Group, LLC, d/b/a DD Express

Explanation: The Rupp Group, LLC, d/b/a DD Express, has made application to expand the operating hours of an existing bus franchise. Comments from staff evaluation are noted in the attached supporting material. First reading of the ordinance authorizing expansion of this franchise was considered at the May 9, 2011 City Council meeting. A public hearing for this request is scheduled for May 12, 2011, and was advertised in The Daily Reflector on May 2, 2011 and May 9, 2011. Notification of the public hearing was mailed to all current vehicle for hire franchise owners.

Fiscal Note: No direct cost to the City.

Recommendation: Consider approval of the second reading and final adoption of an ordinance authorizing expansion of an existing bus franchise by The Rupp Group, LLC, d/b/a DD Express

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Application Packet from The Rupp Group, LLC](#)

[An ordinance authorizing expansion of a bus franchise by The Rupp Group, LLC, DD Express 2nd Reading 895957](#)

ORDINANCE NO. _____
AN ORDINANCE AUTHORIZING THE RUPP GROUP, LLC, D/B/A DD EXPRESS
TO EXPAND AN EXISTING BUS OR MASS TRANSIT FRANCHISE

WHEREAS, the City of Greenville is authorized by G.S. §160A-311 to license and regulate all vehicles operated for hire within the City of Greenville; and

WHEREAS, the City of Greenville has adopted an ordinance, Chapter 1 of Title 10 of the Greenville City Code, requiring the operators of bus or mass transit businesses within the City to obtain a franchise from the City permitting said operation, and said ordinance sets forth certain requirements and criteria that must be satisfied in order to obtain and maintain the franchise for the operation of a bus or mass transit business; and

WHEREAS, The Rupp Group, LLC, d/b/a DD Express, was issued a franchise permitting the operation of one (1) bus or mass transit unit within the City limits under its former business name of The Buccaneer Transportation Service, by Ordinance No. 10-86 adopted October 14, 2010; and

WHEREAS, the Rupp Group, LLC d/b/a DD Express has filed an application to increase its periods of operation from Sunday evenings through Wednesday evenings to operating any evening that the ECU Transit System is not in operation; and

WHEREAS, following investigation into the qualifications of the applicant, the City Council has determined that the applicant satisfies the requirements and conditions for the operation of a bus or mass transit business within the City and has presented evidence substantiating the public convenience and necessity of such a business;

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

Section 1. A bus or mass transit franchise is hereby issued to The Rupp Group, LLC, d/b/a DD Express, to permit the operation within the City of Greenville of not more than 1 bus or mass transit unit for a period of one year from the initial ordinance franchise period that began on October 14, 2010. The franchise may be renewed pursuant to §10-1-11 of the Greenville City Code.

Section 2. That the franchise is granted subject to the following conditions:

- a. The franchise must comply with all requirements of the Americans with Disabilities Act and any subsequent statutory amendments and implementing regulations relating to public transportation.
- b. The authorized operational periods of the franchise shall be during the evening hours starting at 8:00 pm and ending 5:00 am the following morning, Sunday through Saturday. Such operations may not begin until both the GREAT bus and ECU Transit buses have ceased operations for the day and must stop when the GREAT bus or ECU Transit buses start operating the following morning.
- c. The franchise holder may use the pickup and drop off station on Reade Street as long as such operations do not interfere with GREAT bus or ECU Transit operations and that the applicant will keep the pickup and drop off station on Reade Street free from litter, trash and debris.
- d. The franchise holder will provide back up or alternative transportation if the bus breaks down or becomes nonoperational during operation.

Section 3. The franchise holder must comply with all requirements of Title 10, Chapter 1, of the Greenville City Code, before operations can begin and within 60 days of the grant of the franchise. Failure to comply with the requirements of Title 10, Chapter 1 shall make this ordinance and franchise null and void. The franchise holder must execute an amended agreement with the City within ten (10) days of the effective date of this ordinance.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 6. This ordinance shall become effective immediately upon its adoption following its second reading.

First reading approved on the 9th day of May, 2011.

Second reading and final adoption on the 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Revised 07/26/2010

APPLICATION FOR FRANCHISE
BUS LINE OR MASS TRANSIT

(NOTE: \$30 application fee must be presented with application in order for application to be considered.)

To the Mayor and City Council of the City of Greenville

The undersigned hereby makes application for a bus line/mass transit franchise under the provisions of the Greenville City Code, Title 10, Chapter 1, and presents the following information:

1. The applicant is familiar with the ordinances of the City of Greenville relating to liability insurance, drivers regulations, regulations of rates, and other matters pertaining to the operation of bus lines/mass transit systems.
2. The individual, corporate or trade name and business address of the applicant is:
The Rupp Group, LLC. 2059A Cambria Dr Greenville, NC 27834
3. The Applicant is:
 - A. An individual and sole owner of the bus line/mass transit business to be operated under the above name.
 - B. A corporation, or limited liability corporation, chartered under the laws of the State of North Carolina in the year 2011, and the officers of the corporation are Alan W Rupp,
Carol A. Rupp, Christopher A. Rupp
 - C. A partnership, as shown by articles hereto attached, and the names of partners are: _____
4. The Applicant operates in the following cities: Greenville
5. The Applicant is requesting franchise to operate 1 [number/type of vehicle(s)].
No vehicle may be leased to any person or business other than the franchise holder and no independent driver or vehicle may operate under the applicant's franchise if the franchise is approved.
6. The Applicant is to identify the physical business address where the business will be operated and business conducted, and any leases, lease binders or options, purchase agreements or purchase options.
7. In support of this application, the following Exhibits are attached.

| | |
|------------|--|
| Exhibit A. | A full statement of facts which, if supported by substantial testimony at the hearing, will support a finding of public convenience and necessity for this operation. |
| Exhibit B. | A complete list of Applicant's motor equipment showing year, make, model, carrying capacity of each unit, and a copy of all vehicle insurance binders. |
| Exhibit C. | Financial statement showing assets, liabilities and net worth of applicant. |
| Exhibit D. | Statement or copies of lease agreements or parking agreements showing applicant has made complete arrangement for off-street parking of all motor vehicles. Such statement or agreements must show the location of such parking. |
| Exhibit E. | Statement of proposed fares for transportation of persons and property. |
| Exhibit F. | Statement of experience of applicant in conducting bus line/mass transit business. |
| Exhibit G. | The Applicant is to provide the name and address of all prospective drivers. If the franchise is approved, each named driver shall be required to obtain official results of a drug screening for the driver(s) from a practicing licensed physician AND a waiver from the physician who conducted the drug screening releasing the results to the Greenville Police Department. |
| Exhibit H. | A complete description, which clearly outlines all proposed bus routes and scheduled stops for each of the vehicles authorized under this franchise. |

APPLICATION FOR FRANCHISE
BUS LINE OR MASS TRANSIT
PAGE 2

HAND PRINT OR TYPE

| | | | | | | |
|--|--|----------------------------------|----------------------------------|----------------------------|-----------------------|--------|
| LAST NAME <u>Buep</u> | | FIRST NAME <u>Christopher</u> | | MIDDLE NAME <u>Alan</u> | | |
| ALIAS OR NICKNAME | | SEX <u>M</u> | AGE <u>23</u> | WEIGHT <u>185</u> | HEIGHT <u>5'11</u> | ID NO. |
| ADDRESS <u>2059A Cambria Dr. Greenville, NC</u> | | HAIR <u>light</u> | EYES <u>green</u> | COMPLEXION <u>white</u> | | |
| OCCUPATION <u>Marketing Consultant</u> | | | DRIVERS LICENSE NO. | | IDENTIFICATION NO. | |
| PLACE OF BIRTH <u>Erie, PA</u> | | | DATE OF BIRTH <u>02/21/88</u> | | SOCIAL SECURITY NO. | |

Signature of Applicant *Christopher Buep*

Subscribed and sworn to before me this 20th day of April, 20 11.

My Commission Expires: 06/27/2015

[Signature]
Notary Public



CITY OF GREENVILLE OFFICIAL RECEIPT
City of Greenville
*** ORIGINAL RECEIPT ***

Batch ID: JLOPEZ 3/11/11 09 Receipt no: 377813

Description City Amount Description ID #
POLICE DEPARTMENT 1 \$30.00 TAXI LICENSE INT 13
CASH / CASH 01000000300015
THE RUFF GROUP 010000010000

Tender details
chk: \$30.00
Total tendered: \$30.00
Total payment: \$30.00

Trans date: 3/11/11 Time: 9:30:47

Bus Franchise Amendment Proposal for:

DD Express

Owned and Operated by: The Rupp Group, LLC

The Rupp Group, LLC

P.O. Box 3001

Greenville, NC 27836

(919)280-3951

Alan.Rupp@theruppgroup.com

Carol.Rupp@theruppgroup.com

Chris.Rupp@theruppgroup.com

Executive Summary

The Rupp Group, LLC is the owner and operator of the DD Express Bus that provides students at local apartment complexes safe travel to and from downtown Greenville during late night activities. The service is currently permitted to operate Sunday through Wednesday nights after 6:00 PM. We have also experienced a demand for service on nights that ECU Transit is not operating Pirate Express. These times are various dependent on the academic schedule but may include holidays and academic breaks such as spring break and summer. This additional service is similar to our current operation; having no affect on ECU Pirate Express or the Greenville GREAT service. We are taking the sole responsibility to provide safe transportation to residents at student living properties during times current services are not offered.

We are requesting our current franchise be amended to allow us to operate our current bus any night of the week that ECU Pirate Express is not in operation. This will allow a sufficient and continuous bus service for students at these apartment complexes when Pirate Express is not running. As stated before, this will not interfere with ECU Pirate Express and also won't conflict with Greenville's GREAT line. Our service currently and will continue to not start until after 8pm, ensuring there is no interference with the GREAT service that ceases operation at 7pm.

Our routes will be the same as we currently operate, stopping at the entrances of Copper Beech Townhomes, Pirate's Cove, University Manor, The Landing, The Bellamy, Sunchase and North Campus Crossing and providing service to the downtown public bus stop. In our current bus franchise we made a verbal agreement with the Public Works Department prior to approval agreeing to maintain the cleanliness of the downtown bus stop area. At the end of every run our driver ensures this area is free and clear of any trash or materials and will continue to do so.

We have had positive feedback from the entire community, property managers have contacted us expressing their gratitude for the service and both The East Carolinian and The Daily Reflector have written front page stories about our service. This will ultimately increase our primary goal of decreasing drinking and driving around Greenville, NC while not interfering with other similar services currently offered.

General Company Description

Mission Statement: DD Express provides a safe, reliable and convenient line of buses that provides local student apartment complexes daily operation services and a line of private rental charters.

Company Goals and Objectives: Our main goal is to provide students a safe and reliable transportation service to and from their home and downtown Greenville on respective nights that Pirate Express is not in operation. Our service is aimed at keeping our roads safe and in return, providing a reasonable profit to the owners of the company.

Business Philosophy: Safe, reliable and convenient transportation.

Market: Primarily college students living at off-campus apartment complexes.

Company strengths and core competencies: The most important factor for our quickly growing company to succeed is to expand as quickly as possible to meet the demand we are experiencing. The partners of this business bring a wide variety of contributions to the community and the company for it to succeed. The financial aspect of the company is managed by Alan W. and Carol A. Rupp of Cary, North Carolina. Alan is a CPA with 26 years of business experience and Carol manages a travel operations department for one of the nations' largest travel agencies. The day to day operations of the business are currently managed by Christopher A. Rupp of Greenville, NC. Christopher has resided in Greenville for five years and is an ECU alumnus with a degree in Economics and minor in Business Administration. He is also a local business Marketing Consultant for Dex One.

Legal form of ownership: Our business is a Limited Liability Corporation: The Rupp Group, LLC.

Exhibits

- A) Along with our current service enabling us to operate Sunday through Wednesday nights we will have the option to operate on nights Pirate Express is not operating.
- B) 2002 NABI 30 LFN Transit Bus (32 passenger capacity)
- C)

Assets

| | |
|----------------------|------------------|
| Cash | \$ 750 |
| Fixed Assets | 26,000 |
| Organizational Costs | 1,500 |
| | <u>\$ 28,250</u> |

Liabilities

| | |
|------------------|--------|
| Accounts Payable | \$ 450 |
|------------------|--------|

Equity

| | |
|--|-----------|
| | \$ 27,800 |
|--|-----------|

Liabilities and Equity

| | |
|--|------------------|
| | <u>\$ 28,250</u> |
|--|------------------|

- D) Off-street parking is located at AAA Security Storage located off Highway 33 in Greenville, NC. Attached is current rental agreement.
- E) Our current fare is \$3 for a roundtrip and \$2 for a one-way trip.
- F) The partners of this business bring a wide variety of contributions to the community and the company for it to succeed including the current operation of the DD Express. The financial aspect of the company is managed by Alan W. and Carol A. Rupp of Cary, North Carolina. Alan is a CPA with 26 years of business experience and Carol manages a travel operations department for one of the nations' largest travel agencies. The day to day operations of the business are currently managed by Christopher A. Rupp of Greenville, NC. Christopher has resided in Greenville for five years and is an ECU alumnus with a degree in Economics and minor in Business Administration. He is also a local business Marketing Consultant for Dex One.
- G) Supplied to Greenville Police Dept after applicant completes DOT Drug Screening.

Sincerely,

Alan W. Rupp



Carol A. Rupp



Christopher A. Rupp





GREENVILLE POLICE DEPARTMENT

MEMORANDUM

April 21, 2011

TO: Chief William Anderson

FROM: Cpl. C.B. Viverette

SUBJECT: Taxi/Limousine Operator Application for Christopher Alan Rupp, The Rupp Group LLC,
d/b/a DD Express

DMV

01-02-10 02-04-10 CONV: (313) SPEEDING (74 MPH IN A 65) 3
 COURT: WAKE COUNTY COURT, NC
 COURT: AOC #: 2010CR 700421 CITATION ID: 0993E717

AOC

| | | | |
|-----------|--------------------|----------|---------------|
| Charged | Disorderly Conduct | Pitt Co. | 2009CR 012058 |
| Convicted | Speeding | Wake Co. | 2010CR 700421 |

DCI

No Record

NEW WORLD

| | | |
|---|----------|----------|
| Fail to Stop at Stop Sign/Flash Red Light | Pitt Co. | May 2010 |
|---|----------|----------|

NCAWARE

No Record

According to the application package and the conversations that have taken place between staff and Mr. Rupp, we believe there is a driver who has been hired to operate the bus who is properly licensed. The question of which franchise they would be operating under is no longer applicable as the current approved franchise is requesting to have its hours of operation expanded to allow operation 7 days a week.

Based on the above information, I recommend the franchise for DD Express as proposed by Christopher Rupp, The Rupp Group, LLC d/b/a TRG Transportation be approved.



FINANCIAL SERVICES MEMORANDUM

TO: Carol L. Barwick, City Clerk's Office

FROM: Brenda Matthews, Financial Services Collections

DATE: April 27, 2011

SUBJECT: Franchise Applications for:
Christopher Alan Rupp, The Rupp Group, d/b/a DD Express

We have checked Collections records for taxes, licenses, citations, parking fees, rescue transports, and miscellaneous receivables owed in the names above. We did not find any debt owed in any of the names list.

There were no unpaid property tax records in the names and/or addresses of the above individuals or business names.

If I can provide further assistance, please call.

CC: Bernita Demery, Director of Financial Services
Kimberly Branch, Financial Services Manager

Doc # 177282

Carol

Rupps New proposal is just an extension of the current service schedule to those include any night ECU after hours system does not operate. Public Works does not have any issues with their proposal.

Wes

Wesley B. Anderson, P.E.
Director of Public Works
1500 Beatty Street
Greenville, NC 27834
Office 252-329-4522
Fax 252-329-4535

Carol,

Christopher Rupp can operate a bus service office at his home at 2059-A Cambria Drive as an incidental home occupation. However a bus (commercial vehicle not typically associated with a residence) is not allowed to be parked short term or stored at his residence and no other employees shall work at or visit the premises concerning business related matters. Mr. Rupp's original application stated that the vehicle will be stored at AAA Security Self Storage in Simpson, NC.

Michael R. Dail, II
Planner
City of Greenville
Community Development Dept.
(252) 329-4116



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Second reading and final adoption of an ordinance granting a taxicab franchise to Mamadou Sanogo, d/b/a Liberty Cab Company

Explanation: Mamadou Sanogo, d/b/a Liberty Cab Company, has made application for a franchise to operate two taxicabs. Comments from staff evaluation are noted in the attached supporting material. First reading of the ordinance for the requested franchise was considered at the May 9, 2011 City Council meeting. A public hearing for this request is scheduled for May 12, 2011, and was advertised in The Daily Reflector on May 2, 2011 and May 9, 2011. Notification of the public hearing was mailed to all current vehicle for hire franchise owners.

Fiscal Note: No direct cost to the City.

Recommendation: Consider approval of the second reading and final adoption of the ordinance granting a taxicab franchise to Mamadou Sanogo, d/b/a Liberty Cab Company

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Application Packet from Liberty Cab](#)
- [Franchise to Mamadou Sanogo Liberty Cab Company 2nd reading 895961](#)

ORDINANCE NO. _____
AN ORDINANCE GRANTING A TAXICAB FRANCHISE
TO MAMADOU SANOGO, D/B/A LIBERTY CAB COMPANY

WHEREAS, the City of Greenville is authorized by G.S. §160A-304 to license and regulate all vehicles operated for hire within the City of Greenville; and

WHEREAS, the City of Greenville has adopted an ordinance, Chapter 1 of Title 11 of the Greenville City Code, requiring the operators of taxicab businesses within the City to obtain a franchise from the City permitting said operation, and said ordinance sets forth certain requirements and criteria that must be satisfied in order to obtain and maintain the franchise for the operation of a taxicab business; and

WHEREAS, Mamadou Sanogo, d/b/a Liberty Cab Company, is an applicant for a franchise permitting the operation of two (2) taxicabs within the City limits; and

WHEREAS, following investigation into the qualifications of the applicant, the City Council has determined that the applicant satisfies the requirements and conditions for the operation of a taxicab business within the City and has presented evidence substantiating the public convenience and necessity of such a business;

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

Section 1. A taxicab franchise is hereby issued to Mamadou Sanogo, d/b/a Liberty Cab Company, to permit the operation within the City of Greenville of not more than two (2) taxicabs.

Section 2. The franchise holder must comply with the requirements of Chapter 1 of Title 11 of the Greenville City Code or successor ordinance, including but not limited to inspection, equipment and insurance requirements, and must begin operations within sixty (60) days of the grant of this franchise. These requirements apply to all vehicles under the franchise. Failure to comply with the requirements and begin operations within sixty (60) shall render the franchise null and void without further action of the Greenville City Council or loss of a vehicle authorized under the franchise if all vehicles do not comply with the requirements within the sixty (60) days period.

Section 3. The franchise holder has requested to operate the franchise as an incidental home occupation. Only one vehicle may be stored and/or parked at the franchise holder's residence. The franchise holder must provide a copy of the lease for the vehicle that is not to be maintained as an incidental home occupation to the City Clerk. Only the franchise holder may work out of the residence. No other taxi operator may operate out of or visit the franchise holder's residence incidental to the operation of the franchise.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 6. This ordinance shall become effective immediately upon its adoption following its second reading.

First reading approved on the 9th day of May, 2011.

Second reading and final adoption on the 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Revised 3/30/2009

APPLICATION FOR TAXICAB FRANCHISE

(NOTE: \$30 application fee must be presented with application in order for application to be considered.)

To the Mayor and City Council of the City of Greenville

The undersigned hereby makes application for a taxicab franchise under the provisions of Chapter 564, Session Laws 1945, and presents the following information:

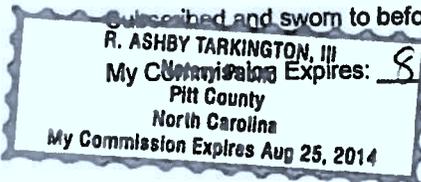
1. The applicant is familiar with the ordinances of the City of Greenville relating to liability insurance, drivers regulations, regulations of rates, and other matters pertaining to the operation of taxicabs.
2. The individual, corporate or trade name and business address of the applicant is:
LIBERTY CAB CO.
3. The Applicant is:
 - A. An individual and sole owner of the taxicab business to be operated under the above name.
 - B. A corporation chartered under the laws of the State of North Carolina in the year _____, and the officers of the corporation are _____
 - C. A partnership, as shown by articles hereto attached, and the names of partners are: _____
4. The Applicant operates in the following cities: Greenville
5. The Applicant is requesting franchise to operate 02 taxicabs.
6. In support of this application, the following Exhibits are attached.
 - Exhibit A. A full statement of facts which, if supported by substantial testimony at the hearing, will support a finding of public convenience and necessity for this operation.
 - Exhibit B. A complete list of Applicant's motor equipment showing year, make, model, and carrying capacity of each unit.
 - Exhibit C. Financial statement showing assets, liabilities and net worth of applicant.
 - Exhibit D. Statement showing applicant has made complete arrangement for off-street parking of all motor vehicles.
 - Exhibit E. Statement of proposed fares for transportation of persons and property.
 - Exhibit F. Statement of experience of applicant in conducting taxicab business.
 - Exhibit G. For persons who plan to be a driver: Official results of a drug screening for the applicant(s) from a practicing licensed physician AND a waiver from the physician who conducted the drug screening releasing those results to the Greenville Police Department

HAND PRINT OR TYPE

| | | | | | |
|--|-----------------|----------------------------------|----------------------|--|--------|
| LAST NAME <u>SANOBO</u> | | FIRST NAME <u>MAMADOU</u> | | MIDDLE NAME | |
| ALIAS OR NICKNAME | SEX <u>M</u> | AGE <u>53</u> | WEIGHT <u>168</u> | HEIGHT <u>6-00</u> | ID NO. |
| ADDRESS <u>1212 Red Banks Rd Apt #J1</u> | | HAIR <u>BLK</u> | EYES <u>BLK</u> | COMPLEXION <u>BLACK</u> | |
| OCCUPATION <u>TAXI DRIVER</u> | | DRIVERS LICENSE NO. | | IDENTIFICATION NO. <u>149159290</u> | |
| PLACE OF BIRTH <u>W. Africa (IVORY COAST)</u> | | DATE OF BIRTH <u>01/01/58</u> | | SOCIAL SECURITY NO. | |

Signature of Applicant Mamadou Sanobo

Subscribed and sworn to before me this 11 day of April, 2011.



R. Ashby Tarkington, III
Notary Public

NAME:MAMADOU SANOGO

D.O.B:01/01/1958

**ADDRESS: 1212 REDBANKS ROAD
APT.J1 GREENVILLE, NC 27858**

REASON FOR OPERATION

LIBERTY CAB COMPANY WANTS TO BE PART OF THE LIST OF CAB COMPANIES OF GREENVILLE. THE CITY HAS DEVELOPED AND NEED MORE CABS DUE TO THE LONG WAITING DURATION OF CUSTOMERS FROM VARIOUS PLACES LIKE WALMART, THE AIRPORT, THE MALL AND HOSPITAL. WITH ITS ADDITION LIBERTY CAB WILL BE ABLE TO PROVIDE SERVICES TO ITS CUSTOMERS TO AVOID WAITING LONG PERIODS AND TO OFFER RELIABLE RIDES TO VARIOUS CUSTOMERS TO THEIR DESIRED DESTINATIONS WITHIN THE CITY.

AS AN EXPERIENCED DRIVER WITH VAST KNOWLEDGE OF THE CITY, I HOPE TO PROVIDE EXCELLENT TRANSPORTATION SERVICES TO THE GENERAL POPULATION OF THIS CITY.

RULES AND REGULATIONS OF LIBERTY CAB COMPANY

1.I WILL BE HONEST WITH PRICE CHARGED TO CUSTOMERS

2.I WILL BE RESPECTFUL AND BE CAUTIOUS TO ALL CUSTOMERS

3.NO USE OF IMPROPER LANGUAGE AROUND CUSTOMERS

**4.I WILL DISPLAY ALL FRANCHISE CHARGES FOR CUSTOMER TO SEE AS
REQUIRED BY THE CITY.**

**5.I WILL NOT HAVE ANY ILLEGAL WEAPONS OR MATERIALS WHILE
IN THE VEHICLE**

OWNERS NAME:MAMADOU SANOGO

WORK EXPERIENCE

NAME:MAMADOU SANOGO

D.O.B:01/01/1958

**ADDRESS:1212 REDBANKS ROAD
APT.J1 GREENVILLE,NC 27858**

DRIVERS LINCEN#

**1.WORKED WITH COURTESY CAB FROM
NOVEMBER 24 2008-NOV 24 2009**

**2.PARTNER AND DRIVER WITH UNITY CAB FROM
DECEMBER 9 2009-DECEMBER 2010**

**3.WORKED WITH RED,WHITE,AND BLUE
JANUARY23 2011 UP TO DATE.**

REFERENCES

1.ISRAEL OWNER COURTESY CAB TEL:252-757-1558

2.MELVIN ELAM OWNER RED,WHITE,AND BLUE TEL:252-558-5912

PERSONAL CONTACTS

EMAIL ADDRESS:juzybeb@yahoo.co.uk

Cell -----252-327-6986

HOME-----252-327-0243



No. **1345**

**TAXI DRIVERS PERMIT
GREENVILLE, N.C.**

Issued 11/24/2008 Expires 11/24/2009

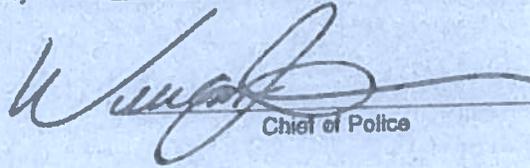
Name Mamadou Sanogo

N.C. Operators No. [REDACTED]

Age 50 Sex M Color B

Residence 1212 Red Banks RD, Apt K-6

Company Name Courtesy Cab


Chief of Police



No. **1386**

**TAXI DRIVERS PERMIT
GREENVILLE, N.C.**

Issued 12/9/2009 Expires 12/09/2010

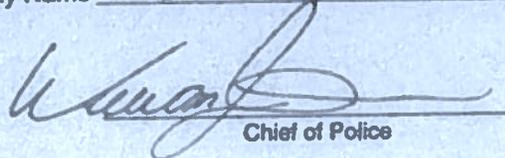
Name Mamadou Sanogo

N.C. Operators No. [REDACTED]

Age 51 Sex M Color B

Residence 3296 Colony Ct, Apt 205, City

Company Name Unity Cab Co.


Chief of Police

No. **1442**

**TAXI DRIVERS PERMIT
GREENVILLE, N.C.**

Issued 12/8/2010 Expires 12/08/2011

Name Mamadou Saïngô

N.C. Operators No. _____

Age 52 Sex M Color B

Residence 1212 Red Banks Rd, Apt J1

Company Name UNITY Cab



[Handwritten Signature]
Chief of Police

**STATE OF NORTH CAROLINA
REGISTRATION CARD**

NC. DIVISION OF MOTOR VEHICLES
RECEIPT OF FEES PAID

| | | | |
|-----------------------------------|------------------------------|------------------------------|-----------|
| NC LIC NUMBER TA6801 | PLT VALID THRU 01/15/2011 | INSPECTION DUE 12/31/2010 | GROSS WT |
| VEHICLE ID # JM3LW28G8Y0162129 | TITLE # 771431083466147 | EQUIP # | |
| MAKE/SERIES MAZD | STYLE VN | YEAR 2000 | FUEL G |
| SHIPPING WEIGHT | TOTAL FEE | | 78.00 |
| CLASSIFICATION TAXI/PASS VEH | VEHICLE BRAND | | |
| CUSTOMER ID # OWNER 1 | CUSTOMER ID # OWNER 2 | COUNTY | PYTY |

MAMADOU SANOGO
License 78.00

2000 MAZD
JM3LW28G8Y0162129
771431083466147
147 12/30/2009 TIC1478

MAMADOU SANOGO

3269 COLONY CT # 205
GREENVILLE NC 27834-6996

N59 - NATIONAL LIABILITY & FIRE INS CO
INSURANCE COMPANY AUTHORIZED IN NC

73APG007186

POLICY NUMBER

SIGNATURE



JM3LW28G8Y0162129

TOTAL 78.00 CASH

+

+

17126137

**STATE OF NORTH CAROLINA
REGISTRATION CARD**

NC DIVISION OF MOTOR VEHICLES
RECEIPT OF FEES PAID

| | | | |
|-----------------------------------|------------------------------|------------------------------|-----------|
| NC LIC NUMBER TA6807 | PLT VALID THRU 10/15/2011 | INSPECTION DUE 09/30/2011 | GROSS WT |
| VEHICLE ID # JT3AC11R9P1110083 | TITLE # 778213102521147 | EQUIP # | |
| MAKE/SERIES TOYT | STYLE VN | YEAR 1993 | FUEL G |
| SHIPPING WEIGHT | TOTAL FEE | | 46.00 |
| CLASSIFICATION TAXI/PASS VEH | VEHICLE BRAND | | |
| CUSTOMER ID # OWNER 1 | CUSTOMER ID # OWNER 2 | COUNTY | PYTY |

MAMADOU SANOGO
License 46.00

1993 TOYT
JT3AC11R9P1110083
778213102521147
147 11/23/2010 TIC1478

MAMADOU SANOGO

1212 RED BANKS RD APT J1
GREENVILLE NC 27858-5308

I09 - INTEGRON NATIONAL INS CO
INSURANCE COMPANY AUTHORIZED IN NC

TOTAL 46.00 CASH

Oakmont Square Holding, LLC

Oakmont Square Apartments

1212 Red Banks Road

Greenville, NC 27858

Office number 252-756-4151 Fax 252-355-4497

Email: oakmontsqapartments@embarqmail.com

March 21, 2011

TO WHOM IT MAY CONCERN

RE: Mamadou Sanogo

1212 Red Banks Rd, Unit # J1

Greenville, NC 27858

Mr. Sanogo has permission to park his taxi cab on these premises.



Vic Blalock

Property Manager

Premium Savings

01 001 60 0 0 295,324

00108186 01 AV 0.335 01 5DG 295



MAMADOU SANOGO
1212 RED BANKS ROAD APT J1
GREENVILLE NC 278580000

PB

Premium Savings

12/01/2010 thru 12/31/2010

Account number:
Account owner(s): MAMADOU SANOGO

Account Summary

| | |
|------------------------------------|----------|
| Opening balance 12/01 | \$355.14 |
| Interest paid | 0.01 + |
| Other withdrawals and service fees | 40.00 - |
| Closing balance 12/31 | \$315.15 |

Deposits and Other Credits

| Date | Amount | Description |
|--------------|---------------|---|
| 12/31 | 0.01 | INTEREST FROM 12/01/2010 THROUGH 12/31/2010 |
| Total | \$0.01 | |

Interest

| | |
|---------------------------------------|--------|
| Number of days this statement period | 31 |
| Annual percentage yield earned | 0.04% |
| Interest earned this statement period | \$0.01 |
| Interest paid this statement period | \$0.01 |
| Interest paid this year | \$0.15 |

Other Withdrawals and Service Fees

| Date | Amount | Description |
|--------------|----------------|--|
| 2/06 | 0.00 | INQUIRY REDBANKS 0016-000256 |
| 2/06 | 40.00 | WITHDRAWAL WELLS FARGO BANK 12/05 REDBANKS GREENSVILLE NC |
| Total | \$40.00 | |

Give your friends and family what they really want and support Toys for Tots at the same time. For every Wachovia Gift Card you purchase, we'll donate \$1 to the Marine Toys for Tots Foundation*, so you'll be helping them deliver millions of toys to disadvantaged children. Get yours today at wachovia.com/giftcard or your local Wachovia Financial Center. *Up to \$250,000 maximum donation for gift cards purchased between October 1 and December 31, 2010.



RH11V001 108186 001071739010 NNNNN NNNN NNNN NNNNNNN000001



Way2Save

01 001 60 0 0 296,391

CHOVIA



00108588 01 AV 0.335 01 5DG 295
 1212 RED BANKS ROAD APT J1
 GREENVILLE NC 278580000

PB

Way2Save

10/01/2010 thru 12/31/2010

Account number:)
 Account owner(s): MAMADOU SANOGO

Account Summary

| | |
|----------------------------|---------|
| Opening balance 10/01 | \$1.00 |
| Deposits and other credits | 20.00 + |
| Interest paid | 0.12 + |
| Closing balance 12/31 | \$21.12 |

Deposits and Other Credits

| Date | Amount | Description |
|-------|--------|---|
| 10/14 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 10/15 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 10/20 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 10/21 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 10/26 | 2.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 10/29 | 0.01 | INTEREST FROM 10/01/2010 THROUGH 10/31/2010 |
| 11/04 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 11/09 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 11/16 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 11/18 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 11/19 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 11/30 | 0.04 | INTEREST FROM 11/01/2010 THROUGH 11/30/2010 |
| 11/30 | 3.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 12/14 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |
| 12/15 | 1.00 | WAY2SAVE TRANSFER FROM XXXXXXXXX6283 |

Deposits and Other Credits continued on next page.



RI11V001 108588 001071759010 NNNN NNNN NNNN NNNN NNNN NNNN



FINANCIAL SERVICES MEMORANDUM

TO: Carol L. Barwick, City Clerk's Office

FROM: Brenda Matthews, Financial Services Collections

DATE: April 27, 2011

SUBJECT: Franchise Applications for:
Mamadou Sanogo, d/b/a Liberty Cab Company

We have checked Collections records for taxes, licenses, citations, parking fees, rescue transports, and miscellaneous receivables owed in the names above. We did not find any debt owed in any of the names list.

There were no unpaid property tax records in the names and/or addresses of the above individuals or business names.

If I can provide further assistance, please call.

CC: Bernita Demery, Director of Financial Services
Kimberly Branch, Financial Services Manager

Doc # 177282



GREENVILLE POLICE DEPARTMENT

MEMORANDUM

April 21, 2011

TO: Chief William Anderson
FROM: Cpl. C.B. Viverette
SUBJECT: Taxi/Limousine Operator Application for Mamdou Sanogo d/b/a Liberty Cab Co.

DMV

05-23-09 08-06-09 CONV: (313)SPEEDING (30 MPH IN A 25) 2
COURT: PITT COUNTY COURT, NC
COURT: AOC #: 2009IF 002846 CITATION ID: C0125706
01-19-09 03-10-09 CONV: (313)SPEEDING (40 MPH IN A 35) 2
COURT: PITT COUNTY COURT, NC
COURT: AOC #: 2009CR 700325 CITATION ID: 800E5408

AOC

No Record

DCI

No Record

NEW WORLD

| | | | |
|---------|----------------------------------|----------|--------------|
| Charged | Speeding | Pitt Co. | January 2009 |
| Charged | Fail to Stop for Stop School Bus | Pitt Co. | May 2010 |

NCAWARE

No Record

Based on the above information, I recommend approval of the franchise as requested.

Carol,

Mamadou Sanogo can operate a taxi franchise office with two vehicles out of his apartment at 1212 Red Banks Road, Unit J1 as an incidental home occupation. It is important to note that only one cab can be stored and/or parked at his property and it must be a vehicle that is typically associated with a residence. Also no other individuals may work out of his home. Therefore the second cab must be store at an appropriate location offsite and any employees cannot work out of or visit his home regarding company business.

Michael R. Dail, II
Planner
City of Greenville
Community Development Dept.
(252) 329-4116



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Ordinance requested by Cheddar's Restaurant to amend the zoning regulations to allow signs to be placed on top of decorative roof structures

Explanation: Currently, wall signs can be placed on the face of a decorative roof structure only.

The applicant is proposing to allow wall signs to be placed on the top of a decorative roof structure as long as the sign does not extend beyond the top of the primary roof line or past the face of the decorative roof structure.

Current Regulation

Wall signage may be permitted on a decorative roof structure (i.e., canopies, awnings and the like), provided the top of the signage does not extend above the decorative roof structure and does not extend more than five feet above the exterior wall to which the structure is attached.

Proposed Regulation

Wall signage may be permitted on the front (outside) edge of a decorative roof structure (i.e., canopies, awnings and the like), provided the top of the signage does not extend above the decorative roof structure and does not extend more than five feet above the exterior wall to which the decorative roof structure is attached. Also, wall signage may be permitted on top of a decorative roof structure (i.e., canopies, awnings and the like), provided the top of the signage does not extend above the exterior wall to which the structure is attached and provided the signage does not extend past the front (outside) edge of the decorative roof structure.

Fiscal Note: No direct cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan.

The Planning and Zoning Commission, at their April 19, 2011 meeting, voted to approve the request.

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

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

Motion to deny the requested text amendment and to make a finding and determination that the denial of the text amendment request is consistent with the adopted comprehensive plan and that the denial of the text amendment request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan, and as a result, the denial furthers the goals and objectives of the comprehensive plan.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Zoning Ordinance Amendment for Decorative Roof Structure Signs 895072](#)

[Chandler Signs April 2011 895219](#)

[PZ Excerpt for Cheddars April 2011 895217](#)

ORDINANCE NO. 11 - ____
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the North Carolina General Statutes, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on May 12, 2011 at 7:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

Section 1: That Title 9, Chapter 4, Section 9-4-234(B)(2), of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended by deleting said subsection in its entirety and substituting the following:

- (2) Wall signage may be permitted on the front (outside) edge of a decorative roof structure (i.e., canopies, awnings and the like), provided the top of the signage does not extend above the decorative roof structure and does not extend more than five feet above the exterior wall to which the decorative roof structure is attached. Also, wall signage may be permitted on top of a decorative roof structure (i.e., canopies, awnings and the like), provided the top of the signage does not extend above the exterior wall to which the structure is attached and provided the signage does not extend past the front (outside) edge of the decorative roof structure.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

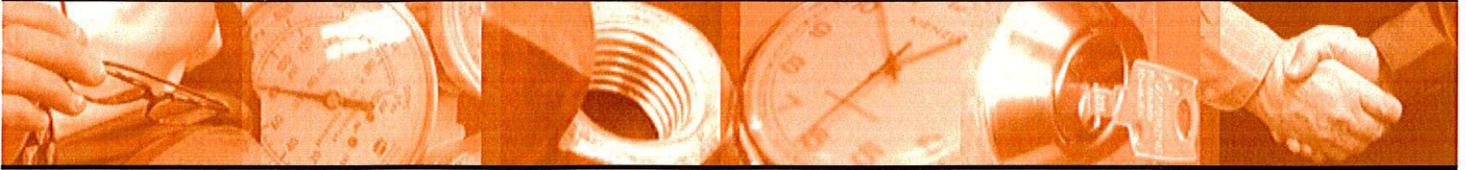
Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance shall become effective on May 12, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



March 21, 2011

Mr. Michael R. Dail, II
CITY OF GREENVILLE
P.O. Box 7207
Greenville, N.C. 27835-7207

Mr Dail:

RE: Cheddar's Casual Cafe
930 Criswell Dr.
Greenville, N.C.

The purpose of this letter is to formally request a change to the sign ordinance to allow signage (see attached) to be placed on an entrance canopy.

As stated in our numerous conversations and written communications, we request that specific language be adopted to clarify this section of the sign code.

I believe you fully understand our request , but please contact me should you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron A. Journagan", with a long horizontal line extending to the right.

Ron A. Journagan

CC: Patricia Hill
Joe Mutti
Ryan Hatfield
Amy Potter

Excerpt from the DRAFT Planning and Zoning Commission meeting minutes (4/19/2011)

REQUEST BY CHEDDAR'S RESTAURANT – APPROVED

Ordinance requested by Cheddar's Restaurant to amend the zoning regulations to allow signs to be placed on top of decorative roof structure.

Mr. Michael Dail, Planner, presented the request to the Commission. He said that this was a request to amend the zoning ordinance that deals with how wall signs are allowed to be placed on decorative roof structures. Currently, signs are allowed on the face of them and the applicant would like to be able to place their sign on top of their canopy. Staff has developed new language if it is recommended by the Commission and passed by the City Council. Mr. Dail showed the Commission several examples of signs from area businesses.

Mr. Lehman asked Mr. Dail to go back to the picture of Best Buy. He said that the sign went above the roof line and he asked if there were special provisions made for that sign.

Mr. Dail answered that no special provisions were made. He said that signs can be placed on the face of a decorative roof structure as long as it does not extend more than five feet above the main roof line. He said that portion of the ordinance would remain the same and the new portion of the zoning ordinance, if it is approved, would say that a sign that is placed on top of a decorative roof structure would not be allowed to exceed pass the top of the main roof line.

Mr. Bell asked what precedence would be set with other businesses possibly wanting to change.

Mr. Dail answered that the proposed sign for Cheddars would be a good example of what they could expect.

Mr. Parker asked if the "casual cafe" part of the sign that is what was being discussed.

Mr. Dail answered that he was correct.

Mr. Ron Journagen with Chandler Signs spoke on behalf of Cheddars Restaurant. He said that he handles all of their signs. He said that this was the first time that they had encountered this type of ordinance. They are not allowed to have a free-standing sign at this location, so they feel that is important to have the full brand of Cheddars Casual Cafe. He offered to answer any questions that the Commission may have.

Motion was made by Mr. Bell, seconded by Mr. Smith, to approve the proposed amendment to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion carried unanimously.



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Ordinance requested by Trade Wilco to rezone 1.31± acres located at the southwest corner of the intersection of NC Highway 43 and MacGregor Downs Road from RA20 (Residential-Agricultural) to CN (Neighborhood Commercial)

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on April 5, 2011.

On-site sign(s) posted on April 5, 2011.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on April 26, 2011.

Public hearing legal advertisement published on May 2 and May 9, 2011.

Comprehensive Plan:

The subject site is located in Vision Area F.

NC Highway 43 is considered a gateway corridor between Memorial Drive and Rock Spring Road then transitioning to a residential corridor. Gateway corridors serve as primary entranceways into the City and help define community character. Along residential corridors, office, service and retail activities should be specifically restricted to the associated focus area and linear expansion outside of the focus area node should be prohibited.

MacGregor Downs Road is considered a residential corridor from its intersection with US Highway 264 to its terminus at Highway 43. Along residential corridors, office, service and retail activities should be specifically restricted to the associated focus area and linear expansion outside of the focus area node should be prohibited.

There is a recognized neighborhood focus area at the intersection of NC Highway 43 and MacGregor Downs Road. Neighborhood focus areas generally contain 20,000 to 40,000 square feet of conditioned floor space.

The Future Land Use Plan Map recommends commercial (C) at the southwest corner of the intersection of NC Highway 43 and MacGregor Downs Road transitioning to office/institutional/multi-family (OIMF) to the east and medium density residential (MDR) to the interior areas.

Thoroughfare/Traffic Report Summary (PWD- Engineering Division):

A traffic report was not generated since the proposed rezoning will not generate any additional vehicle trips on NC Highway 43.

History/Background:

In 2001, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 (Residential-Agricultural). At the time of the ETJ extension, a permit had been issued for a convenience store with gasoline sales. Therefore, the existing Trade Mart is a non-conforming use.

Present Land Use:

Trade Mart Convenience Store/Gas Station

Water/Sewer:

Sanitary sewer is located at the intersection of Golf View Drive and Prestwick Place. Water is located at the intersection of NC Highway 43 and MacGregor Downs Road.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

The subject property is located in the water supply watershed overlay district. The primary purpose of this district is to protect the water supply.

Surrounding Land Uses and Zoning:

North: RA20 - farmland
South: RA20 - farmland
East: RA20 - farmland
West: RA20 - one (1) single-family residence

Fiscal Note: No direct cost to the City.

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

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

The Planning and Zoning Commission, at their April 19, 2011 meeting, voted to approve the request.

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

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:
Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

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

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [📄 Location Map](#)
- [📄 Survey](#)
- [📄 Bufferyard and Residential Charts](#)
- [📄 Ordinance Trade Wilco 894387](#)
- [📄 Minutes for Trade Wilco 4 19 11 895173](#)
- [📄 List of Uses RA20 to CN 894321](#)

ORDINANCE NO. 11-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on May 12, 2011, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to CN (Neighborhood Commercial).

TO WIT: Walter L. and Marie S. Williams Grandchildren's Irrevocable Trust Property.

LOCATION: Located at the southwest corner of the intersection of NC Highway 43 and MacGregor Downs Road.

DESCRIPTION: Lying and being in Falkland Township, Pitt County, North Carolina and lying on the west side of NCSR 1202 (MacGregor Downs Road) and on the south side of NC Highway 43 and being more particularly described as follows:

Beginning at an existing iron pipe in the southern right-of-way of NC Highway 43, said point having NAD 83 GRID coordinates N (Y) = 688,972.09 E (X) = 2,461,767.50; thence along the southern right-of-way of NC Highway 43 S 52° 44' 36" E, 44.77 feet to point; thence S 53° 48' 28" E, 129.85 feet to point; thence S 13° 08' 39" E, 100.64 feet to a point in the intersection of the southern right-of-way

of NC Highway 43 and the western right-of-way NCSR 1202; thence S 25° 11' 09" W, 104.13 feet to an existing iron pipe; thence N 52° 46' 23" W, 286.50 feet to an existing iron pipe; thence N 37° 27' 23" E, 224.05 feet to the point and place of beginning containing 1.31 acres more or less.

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

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

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

ADOPTED this 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 894387

Excerpt from the DRAFT Planning and Zoning Commission meeting minutes (4/19/2011)

REQUEST BY TRADE WILCO – APPROVED

Ordinance requested by Trade Wilco to rezone 1.31± acres located at the southwest corner of the intersection of NC Highway 43 and MacGregor Downs Road from RA20 (Residential- Agricultural) to CN (Neighborhood Commercial).

Ms. Chantae Gooby, Planner, delineated the location of the property. A photograph of the property was presented. The majority of the surrounding property is farmland and single-family residences. The site is located in the watershed protection area. The intersection of HWY 43 and MacGregor Downs Road is a Neighborhood Focus Area where commercial is encouraged and anticipated. This rezoning will not generate any additional trips. In 2001, this area was part of a larger ETJ expansion and was zoned RA-20. At the time, there was a permit issued by Pitt County for a convenience store with gasoline sales. Currently, it is a nonconforming use. By virtue of this rezoning, it will become a conforming use. In staff's opinion, this request is in compliance with the Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

Mr. Will Hilliard, The East Group, spoke in favor of the request and offered to answer any questions.

Mr. Bell said that it was a reasonable request and he was in favor of it.

Mr. Maxwell said that based on information given in the presentation, it would be like putting a stamp of approval on what has already happened.

Mr. Lehman asked if the City's zoning and the County's zoning coincide with each other for different classifications.

Ms. Gooby said that at the time it was not zoned because the County did not have zoning. She said that even now when a property comes out of the County and into the City it still has to go through a rezoning process.

Motion was made by Mr. Parker, seconded by Mr. Bell, to approve the proposed amendment to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion carried unanimously.

EXISTING ZONING

RA20 (Residential-Agricultural)

Permitted Uses

(1) General:

- a. Accessory use or building
- c. On- premise signs per Article N

(2) Residential:

- a. Single-family dwelling
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

(3) Home Occupations (see all categories):

*None

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- c. Wayside market for farm products produced on site
- e. Kennel (see also section 9-4-103)
- f. Stable; horse only (see also section 9-4-103)
- g. Stable; per definition (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical:

* None

(8) Services:

- o. Church or place of worship (see also section 9-4-103)

(9) Repair:

* None

(10) Retail Trade:

* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

(15) Other Activities (not otherwise listed - all categories): None*

RA20 (Residential-Agricultural)
Special Uses

(1) General:

* None

(2) Residential:

- b. Two-family attached dwelling (duplex)
- g. Mobile Home
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility

(3) Home Occupations (see all categories):

- a. Home occupation; including barber and beauty shops
- c. Home occupation; including manicure, pedicure or facial salon

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:

- b. Greenhouse or plant nursery; including accessory sales

(6) Recreational/ Entertainment:

- a. Golf course; regulation
- c.(1). Tennis club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

* None

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- d. Cemetery
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- ee. Hospital Deleted

(9) Repair:

* None

(10) Retail Trade:

* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

* None

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

(15) *Other Activities (not otherwise listed - all categories):* * None

PROPOSED ZONING

CN (Neighborhood Commercial)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- f. Retail sales; incidental

(2) Residential:

* None

(3) Home Occupations (see all categories):

*None

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- s. Athletic club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- o. Church or place of worship (see also section 9-4-103)
- x. Dance studio
- hh. Exercise and weight loss studio; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users

(9) Repair:

* None

(10) Retail Trade:

- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- h. Restaurant; conventional

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

(15) Other Activities (not otherwise listed - all categories):

* None

(Neighborhood Commercial)

Special Uses

(1) General:

* None

(2) Residential:

* None

(3) Home Occupations (see all categories):

* None

(4) Governmental:

a. Public utility building or use

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

t. Athletic club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

* None

(8) Services:

a. Child day care facilities

b. Adult day care facilities

aa. Catering service including food preparation (see also restaurant; conventional and fast food)

(9) Repair:

b. Minor repair; as an accessory or principal use

(10) Retail Trade:

b. Gasoline or automotive fuel sales; accessory or principal use, retail

i. Restaurant; fast food

j. Restaurant; regulated outdoor activities

u. Pet shop (see also animal boarding; outside facility)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

* None

(13) Transportation:

* None

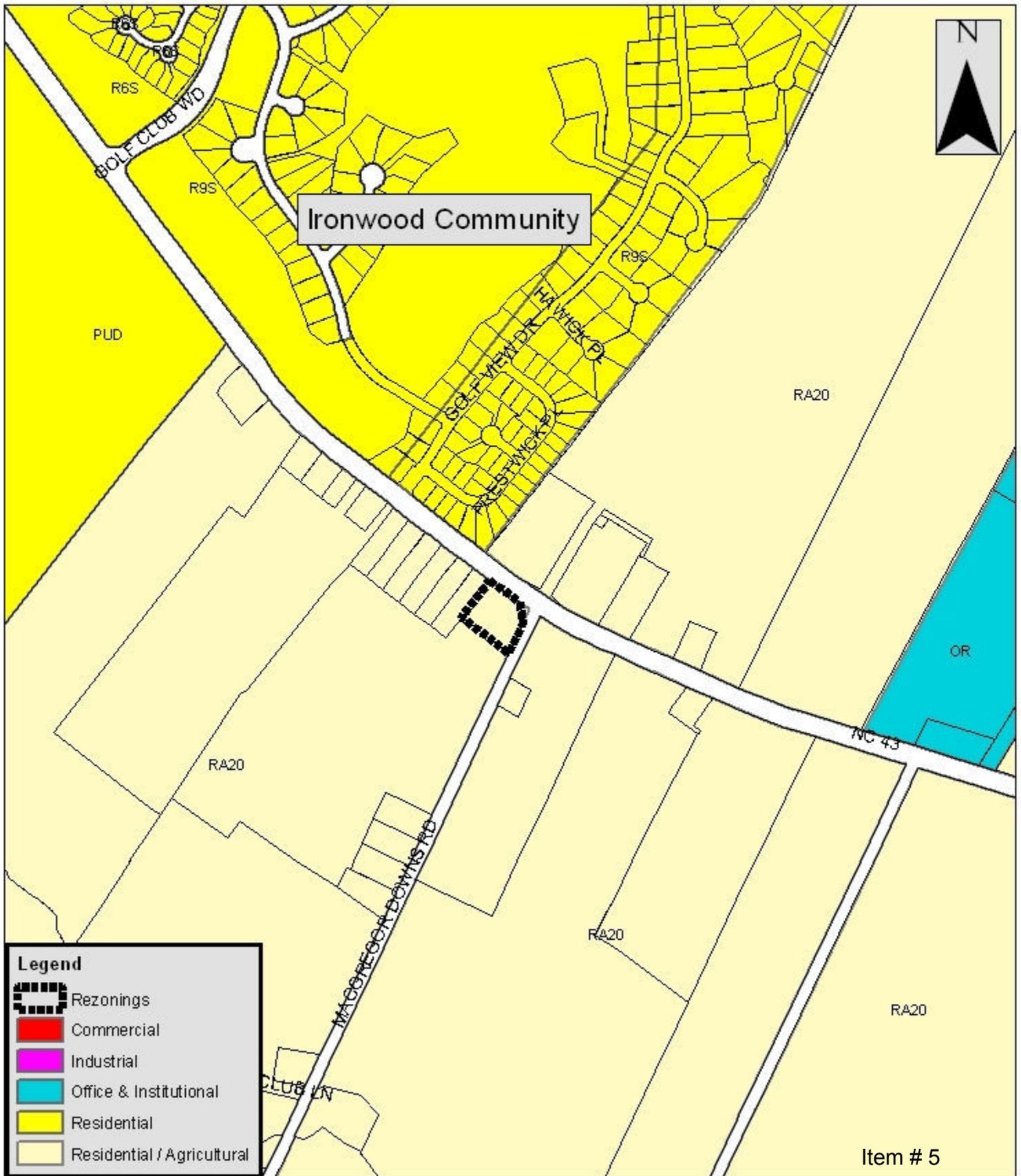
(14) Manufacturing/ Warehousing:

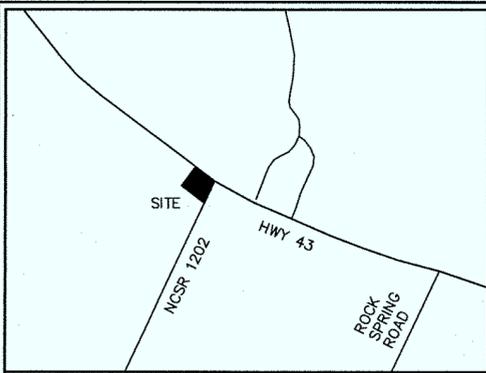
* None

(15) Other Activities (not otherwise listed - all categories):

* None

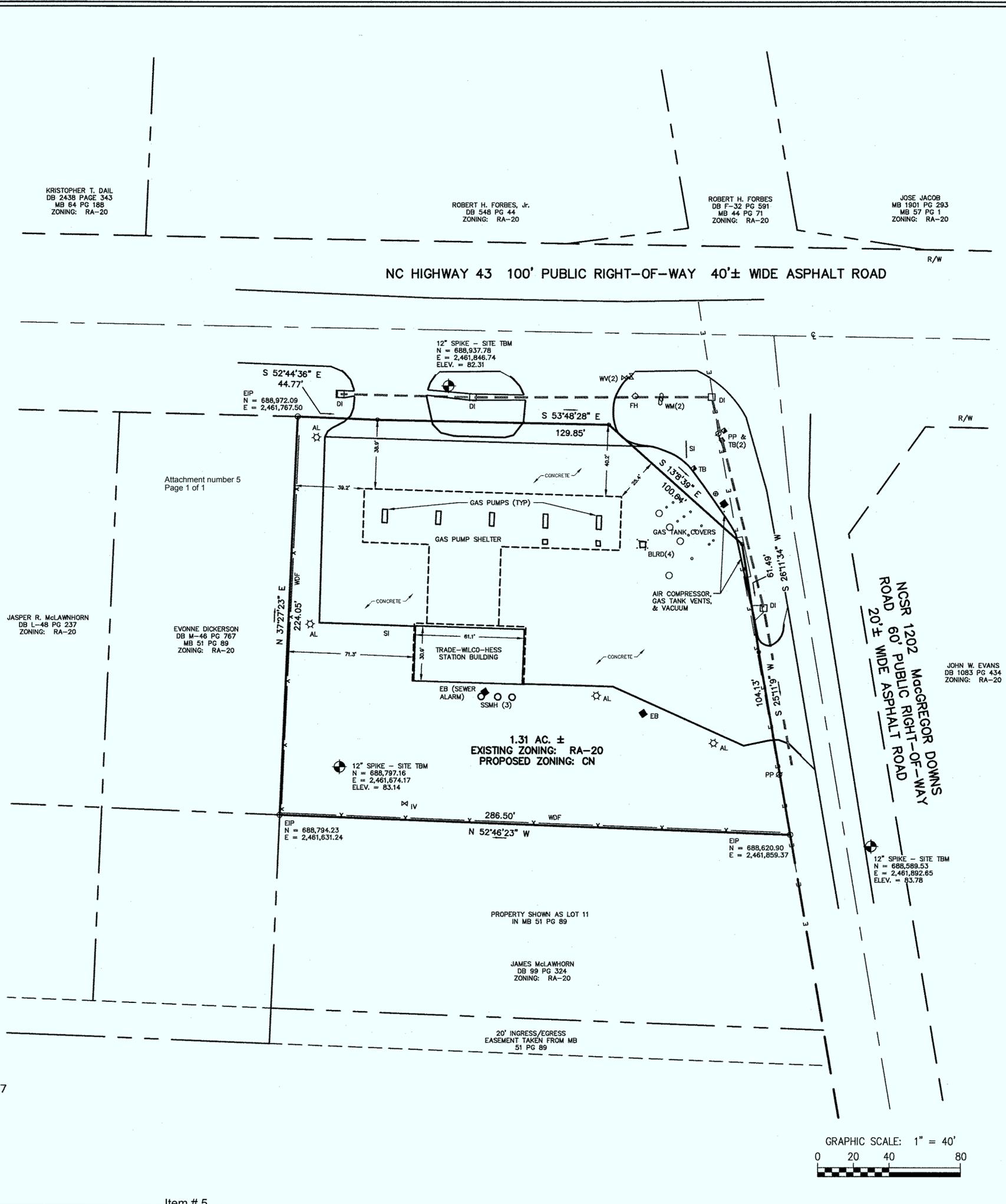
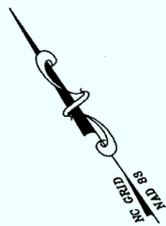
Trade Wilco (11-01)
From RA20 and CN (Neighborhood Commercial)
1.31+/- acres
March 28, 2011





VICINITY MAP
SCALE: 1" = 1000'

NOTE:
COMBINED SCALE FACTOR = 0.99989374
ALL DISTANCES ARE HORIZONTAL
GROUND MEASUREMENTS IN FEET
AND DECIMALS THEREOF UNLESS
NOTED OTHERWISE.
ALL COORDINATES SHOWN ARE RELATIVE TO
NAD 83/2007 COORDINATE ADJUSTMENTS.



PROPERTY OWNER:

WALTER L. WILLIAMS AND MARIE S. WILLIAMS
GRAND CHILDREN'S IRREVOCABLE TRUST
3602 NC HIGHWAY 264-E
GREENVILLE, NC 27834
PHONE: (252) 756-9975
SOURCE OF TITLE: DEED BOOK 1931 PAGE 427

PROPERTY OWNER'S AGENT
(ZONING AMENDMENT PETITIONER)
TRADE WILCO
3602 HIGHWAY 264 E
GREENVILLE BOULEVARD
GREENVILLE, NC 27858
PHONE: (252) 752-4366 EXT. 1191

KRISTOPHER T. DAIL
DB 2438 PAGE 343
MB 64 PG 188
ZONING: RA-20

ROBERT H. FORBES, JR.
DB 548 PG 44
ZONING: RA-20

ROBERT H. FORBES
DB F-32 PG 591
MB 44 PG 71
ZONING: RA-20

JOSE JACOB
MB 1901 PG 293
MB 57 PG 1
ZONING: RA-20

JASPER R. McLAWNHORN
DB L-48 PG 237
ZONING: RA-20

EVONNE DICKERSON
DB M-46 PG 767
MB 51 PG 89
ZONING: RA-20

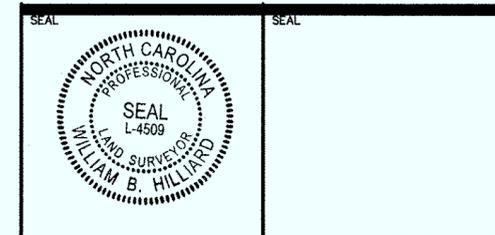
JOHN W. EVANS
DB 1083 PG 434
ZONING: RA-20

1.31 AC. ±
EXISTING ZONING: RA-20
PROPOSED ZONING: CN

PROPERTY SHOWN AS LOT 11
IN MB 51 PG 89

JAMES McLAWNHORN
DB 99 PG 324
ZONING: RA-20

20' INGRESS/EGRESS
EASEMENT TAKEN FROM MB
51 PG 89



I, WILLIAM B. HILLIARD, CERTIFY THAT THIS PROJECT WAS COMPLETED UNDER MY RESPONSIBLE CHARGE FROM AN ACTUAL ON THE GROUND SURVEY MADE UNDER MY DIRECT SUPERVISION; THAT THIS SURVEY WAS PERFORMED TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS AS APPLICABLE.
Will B. Hilliard 3/29/11
L-4509 DATE

- NOTES:
- 1) NO TITLE OPINION OR COMMITMENT WAS PROVIDED TO THE EAST GROUP BY THE OWNER OR ANY AGENT OF THE OWNER AT THE TIME OF THIS SURVEY
 - 2) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS THAT MAY BENEFIT OR BURDEN THE SUBJECT PROPERTY.
 - 3) THIS PROPERTY IS LOCATED IN ZONE X AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS TAKEN FROM N.F.I.P. RATE MAP DATED JANUARY 2, 2004 COMMUNITY PANEL 3720466800J.
 - 4) NORTH CAROLINA STATE PLANE COORDINATES (NAD 1983-2007) AND ELEVATIONS (NAVD 1988) WERE ESTABLISHED USING TRIMBLE 5700 AND 5800 GPS UNITS, STATIC FIELD PROCEDURES AND PROCESSED BY THE NATIONAL GEODETIC SURVEY ON-LINE PROCESSING SERVICE.

LEGEND

- EIP = EXISTING IRON PIPE
- AL = AREA LIGHT
- EB = ELECTRIC BOX
- EM = ELECTRIC METER
- PP = POWER POLE
- TB = TELEPHONE BOX
- DI = DROP INLET
- CMP = CORRUGATED METAL PIPE
- WM = WATER METER
- WV = WATER VALVE
- SSMH = SANITARY SEWER MANHOLE
- BLRD = BOLLARD
- SI = SIGN
- WDF = WOODEN FENCE
- C = CENTERLINE
- R/W = RIGHT-OF-WAY
- = NOT TO SCALE
- o = NO POINT SET
- E = OVERHEAD ELECTRIC LINE

| | | |
|----------|-----------------------------|-----------|
| 03/29/11 | CITY OF GREENVILLE COMMENTS | WBH |
| REV. NO. | DATE | REVISIONS |
| | | BY |

PROJECT TITLE
**REZONING MAP FOR
TRADE WILCO**
FALKLAND TSP., PITT CO., N.C.

DRAWING TITLE

| | |
|-------------------------|--------------------------|
| SCALE 1" = 40' | DEPARTMENT SURVEY |
| DRAWN BY WBH | DATE STARTED 03/15/11 |
| CHECKED <i>WBH</i> | SHEET No. |
| APPROVED <i>WBH</i> | DRAWING NO. |
| PROJECT NO. 20110046 | SU1 |

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

| Bufferyard A (street yard) | | |
|----------------------------|-------|---------------------------|
| Lot Size | Width | For every 100 linear feet |
| Less than 25,000 sq.ft. | 4' | 2 large street trees |
| 25,000 to 175,000 sq.ft. | 6' | 2 large street trees |
| Over 175,000 sq.ft. | 10' | 2 large street trees |

Street trees may count toward the minimum acreage.

| Bufferyard B (no screen required) | |
|-----------------------------------|-------|
| Lot Size | Width |
| Less than 25,000 sq.ft. | 4' |
| 25,000 to 175,000 sq.ft. | 6' |
| Over 175,000 sq.ft. | 10' |

| Bufferyard C (screen required) | |
|--------------------------------|--|
| Width | For every 100 linear feet |
| 10' | 3 large evergreen trees 4 small evergreens 16 evergreen shrubs |

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

| Bufferyard D (screen required) | |
|--------------------------------|--|
| Width | For every 100 linear feet |
| 20' | 4 large evergreen trees 6 small evergreens 16 evergreen shrubs |

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

| Bufferyard E (screen required) | |
|--------------------------------|--|
| Width | For every 100 linear feet |
| 30' | 6 large evergreen trees 8 small evergreens 26 evergreen shrubs |

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

| Bufferyard F (screen required) | |
|--------------------------------|---|
| Width | For every 100 linear feet |
| 50' | 8 large evergreen trees 10 small evergreens 36 evergreen shrubs |

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

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

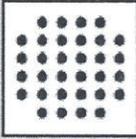
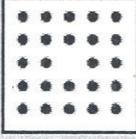
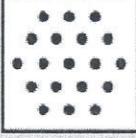
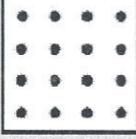
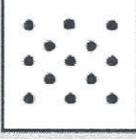
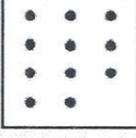
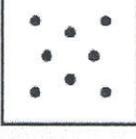
| Residential Density | | |
|---|---|---|
| Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit | | |
| High Density | | |
| R6 R6-N R6-MH OR CDF | 17 units per acre yields 45 persons per acre |  |
| PUD | 12 units per acre yields 32 persons per acre |  |
| Medium Density | | |
| R6-A | 9 units per acre yields 24 persons per acre |  |
| R6-S | 7 units per acre yields 19 persons per acre |  |
| R9 | 6 units per acre yields 16 persons per acre |  |
| R9-S | 5 units per acre yields 13 persons per acre |  |
| Low Density | | |
| RA-20 MRS | 4 units per acre yields 11 persons per acre |  |
| R15-S | 3 units per acre yields 8 persons per acre |  |

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Ordinance requested by V-SLEW, LLC to rezone 30.273 acres located along the northern right-of-way of East 10th Street and adjacent to Rolling Meadows Subdivision from RA20 (Residential-Agricultural) and RR (Rural Residential [County's Jurisdiction]) to R6S (Residential-Single-family [Medium Density])

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on February 1, 2011.

On-site sign(s) posted on February 1, 2011.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on April 22, 2011.

Public hearing legal advertisement published on May 2 and 9, 2011.

*Special Note: This application was scheduled originally for City Council consideration on March 3, 2011. The applicant requested that this item be continued until the April 14, 2011, City Council meeting. Subsequently, the applicant requested again the item be continued until the May 12, 2011, City Council Meeting.

Comprehensive Plan:

The subject site is located in Vision Area C.

East 10th Street (NC 33) is considered a gateway corridor from its intersection with Greenville Boulevard and continuing east. Gateway corridors serve as primary entranceways into the City and help define community character.

There is a recognized intermediate focus area to the east of the intersection of East 10th Street and Portertown Road. Intermediate focus areas generally contain 50,000 to 150,000 square feet of conditioned floor space.

The Future Land Use Plan Map recommends commercial (C) along the northern

right-of-way of East 10th Street between the Bayt Shalom Synagogue and Greenville Mobile Estates. To the west, office/institutional/multi-family is recommended transitioning to medium density residential (MDR), low density residential (LDR) and further decreasing to very low density residential (VLDR) toward the Tar River. Conservation/open space (COS) is recommended along the Tar River.

Thoroughfare/Traffic Report Summary (PWD- Engineering Division):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1,675 trips to and from the site on NC 33, which is a net increase of 1,177 additional trips per day.

During the review process, measures to mitigate the traffic will be determined. These measures may include turn lane modifications on NC 33 and may require traffic signal modifications at the signalized intersection at NC 33 and Portertown Road. Access to the tract from NC 33 will be reviewed.

History/Background:

The portion of the subject property along the northern right-of-way of NC Highway 33 was incorporated into the City's Extraterritorial Jurisdiction (ETJ) after 1989 and zoned RA20 (Residential-Agricultural). The remaining portion of the subject tract is located in Pitt County's jurisdiction. A petition for voluntary annexation has been filed.

Present Land Use:

Farmland

Water/Sewer:

Sanitary sewer is located at the River Hills pump station. Water to be provided by Eastern Pines Water Corporation.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

There are no known effects on the subject property.

Surrounding Land Uses and Zoning:

North: RR - one (1) mobile home residence

South: RA20 - two (2) single-family residences; IU - vacant

East: RR - Rolling Meadows Subdivision

West: RA20 and RR - vacant (under common ownership as applicant); R6A - Eastbend Mobile Home Estates; RR - one (1) mobile home residence and

one (1) single-family residence; RA20 - one (1) mobile home residence

Density Estimates:

Under the current zoning (RA20 and RR), the site could yield no more than 52 single-family lots.

Under the proposed zoning (R6S), the site could yield no more than 175 single-family lots.

The anticipated build-out time is 2-5 years.

Additional Staff Comments:

Because a portion of the subject tract is located in Pitt County's jurisdiction, annexation is required. A voluntary annexation petition has been filed by the property owner.

Fiscal Note:

No direct cost to the City.

Recommendation:

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

"General compliance with the comprehensive plan" should be construed as meaning the requested zoning is recognized as being located in a transition area and that the requested zoning (i) is currently contiguous, or is reasonably anticipated to be contiguous in the future, to specifically recommended and desirable zoning of like type, character, or compatibility, (ii) is complementary with objectives specifically recommended in the Horizons Plan, (iii) is not anticipated to create or have an unacceptable impact on adjacent area properties or travel ways, and (iv) preserves the desired urban form. It is recognized that in the absence of more detailed plans, subjective decisions must be made concerning scale, dimension, configuration, and location of the requested zoning in the particular case. Staff is not recommending approval of the requested zoning; however, staff does not have any specific objection to the requested zoning.

The Planning and Zoning Commission, at their February 15, 2011 meeting, voted to approve the request.

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

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

Motion to deny the request to rezone and to make a finding and determination that the denial of the rezoning request is consistent with the adopted comprehensive plan and that the denial of the rezoning request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

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

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [📄 Location Map](#)
 - [📄 Survey](#)
 - [📄 Bufferyard and Residential Charts](#)
 - [📄 Ordinance V SLEW rezoning 889226](#)
 - [📄 Rezoning V SLEW Case 10 12 887980](#)
 - [📄 Minutes for V SLEW rezoning 10 12 889730](#)
 - [📄 List of Uses RA20 RR to R6S 743314](#)
-

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

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on May 12, 2011, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

Section 1. That the following described territory is rezoned from RR (Rural-Residential – County’s Jurisdiction) and RA20 (Residential-Agricultural) to R6S (Residential-single-family).

TO WIT: V-SLEW, LLC Property

LOCATION: Located along the northern right-of-way of East 10th Street and adjacent to Rolling Meadows Subdivision.

DESCRIPTION: Beginning at an iron pipe on the northern right-of-way of NC Hwy 33, said iron pipe being the southwestern corner of the George L. Pugh Property as described in Deed Book 1789, Page 800 of the Pitt County Register of Deeds Office, said iron pipe also being located N 22°19'56" E, 50.85’ from an existing P.K. Nail located at the centerline intersection of NC Hwy 33 and NCSR 1728 (L.T. Hardee Road). From the above described beginning, so located, running thence as follows:

With the northern right-of-way of NC Hwy 33, N 82°39'18" W, 160.68' to the point of curvature, thence with a curve to the right having a radius of 2,877.29' and a chord bearing N 81°50'31" W, 81.68', thence leaving the northern right-of-way of NC Hwy 33, N 13°26'15" E, 182.82' to an existing iron pipe, thence N 77°03'27" W, 269.31' to an existing iron pipe, thence N 13°54'06" E, 147.73' to an existing iron pipe, thence N 13°39'58" E, 651.96' to an existing iron pipe, thence N 13°42'15" E, 1,288.60' to an existing iron pipe, thence N 66°13'38" W, 190.25' to an existing iron pipe, thence N 23°50'57" E, 434.45' to an existing iron pipe, thence S 62°55'54" E, 558.66' to an existing iron pipe, thence S 09°26'24" W, 166.71' to an existing iron pipe, thence S 18°27'53" W, 188.00', thence S 65°36'49" E, 76.78', thence S 14°00'44" W, 900.61', thence S 13°56'54" W, 380.16', thence S 13°06'59" W, 683.37' to an existing concrete monument, thence S 12°23'43" W, 241.78' to the point of beginning containing 30.273 acres and being a portion of the property described in Deed Book 2439, Page 457 and all the property described in Deed Book 2411, Page 49 both of the Pitt County Register of Deeds Office.

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

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

Section 4. That this ordinance shall become effective upon its adoption for the property located within the City of Greenville and within the extraterritorial area of the City of Greenville as defined by the Zoning Ordinance for Greenville, North Carolina, and shall become effective upon annexation for property located outside of the City of Greenville and outside of the extraterritorial area of the City of Greenville as defined by the Zoning Ordinance for Greenville, North Carolina.

ADOPTED this 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 889226

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 10-12

Applicant: V-SLEW, LLC

Property Information

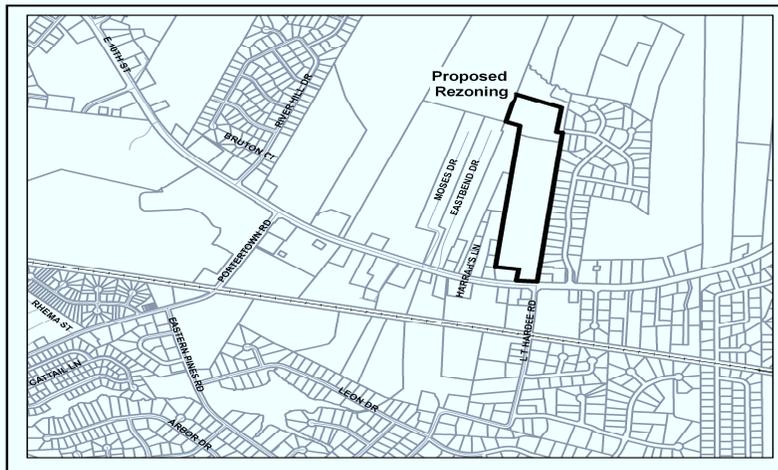
Current Zoning: RA-20 (Residential Agricultural) and RR (Rural-Residential)

Proposed Zoning: R6S (Residential Single Family) Medium Density

Current Acreage: 31.274 acres

Location: NC 33 West of L.T. Hardee Road

Points of Access: NC 33



Location Map

Transportation Background Information

1.) NC 33- State maintained

| | <u>Existing Street Section</u> | <u>Ultimate Thoroughfare Street Section</u> |
|----------------------------------|--------------------------------|---|
| Description/cross section | 5-lane Curb + Gutter | 5-lane Curb + Gutter |
| Right of way width (ft) | 100 | 100 |
| Speed Limit (mph) | 55 | 55 |
| Current ADT: | 21,000 (*) | Ultimate Design ADT: 33,500 vehicles/day (**) |
| Design ADT: | 33,500 vehicles/day (**) | |
| Controlled Access | No | |
| Thoroughfare Plan Status: | Major Thoroughfare | |

Other Information: There are no sidewalks along NC 33 that service this property.

Notes: (*) 2007 NCDOT count adjusted for a 2% annual growth rate
(**) Traffic volume based an operating Level of Service D for existing geometric conditions
ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No planned improvements.

Trips generated by proposed use/change

Current Zoning: 498 -vehicle trips/day (*) **Proposed Zoning:** 1,675 -vehicle trips/day (*)

Estimated Net Change: increase of 1177 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on NC 33 are as follows:

| | |
|---|---------------------------------|
| 1.) NC 33 , East of Site: | “No build” ADT of 21,000 |
| Estimated ADT with Proposed Zoning (full build) – | 21,335 |
| Estimated ADT with Current Zoning (full build) – | 21,100 |
| Net ADT change = | 235 (1% increase) |

2.) NC 33 , West of Site:**“No build” ADT of 21,000**

Estimated ADT with Proposed Zoning (full build) – 22,340

Estimated ADT with Current Zoning (full build) – 21,398**Net ADT change = 942 (4% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1675 trips to and from the site on NC 33, which is a net increase of 1177 additional trips per day.

During the review process, measures to mitigate the traffic will be determined. These measures may include turn lane modifications on NC 33 and may require traffic signal modifications at the signalized intersection of NC 33 and Portertown Rd. Access to the tract from NC 33 will be reviewed.

Excerpt from the DRAFT Planning and Zoning Commission meeting minutes (2/15/2011)

REQUEST BY V-SLEW, LLC - APPROVED

Ordinance requested by V-SLEW, LLC to rezone 31.274 acres located along the northern right-of-way of East 10th Street and adjacent to Rolling Meadows Subdivision from RA20 (Residential-Agricultural) and RR (Rural Residential [County's Jurisdiction]) to R6S (Residential-Single-family [Medium Density]).

Ms. Chantae Gooby, Planner, presented a letter from the applicant requesting to reduce the size of their request. She presented a map showing the area to be removed.

Motion made by Mr. Gordon, seconded by Mr. Bell, to approve the request. Motion passed unanimously.

Ms. Gooby stated that her presentation was based on the original request, but the amendment would not create a significant change to the information. Ms. Gooby delineated the location of the property. She stated that 80% of the traffic would be toward town and 20% of the traffic would be to the east. The property is being used as farmland and is adjacent to Rolling Meadows Subdivision, which is a single-family neighborhood. A small portion of the property is located in the city's jurisdiction and the remaining portion is the county's jurisdiction. The owners have filed an annexation request. The requested zoning is for single-family only. The Future Land Use Plan Map recommends office/multi-family along East 10th Street transitioning to medium density residential and low density residential progressing toward the Tar River. The requested zoning is considered medium density residential. In staff's opinion, the request is in general compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

Mr. Mike Baldwin spoke on behalf of the applicant. He stated that the request is in compliance with the Comprehensive Plan and there are no environmental concerns. Upon development, it would conform to the City's stormwater policy. He stated that there is already a turn lane into the property and it will be in harmony with what is already out there.

Mr. Joseph Czinski, resident of the Rolling Meadows Subdivision, asked if there would be direct access or would traffic have to cut through Rolling Meadows and what type of development. He said that there are already enough apartments out that way. He said that the land is still in the county so he asked if he should take his issues to his County Commissioner.

Ms. Gooby explained there is an existing curb cut on the property, and the development would connect with Rolling Meadow Subdivision at the end of Rolling Meadows Drive. She stated that a portion of the property is in the county's jurisdiction, and the owners have requested annexation. Therefore the county is not involved.

Mr. Czinski asked if there are plans to have a traffic light and if a traffic count had been done.

Mr. Rik Decesare, Traffic Engineer, stated that NCDOT's current position is that they will not allow Wal-Mart to put up a traffic signal at their proposed entrance. The NCDOT wants Wal-Mart to place their signal as far east as possible to get maximum separation from the signal at Portertown Road. If a signal does not get placed at Wal-Mart, then it would be placed at L.T. Hardee Road.

Mr. Bell asked Ms. Gooby why her staff report said that staff did not recommend approval of the requested zoning.

Ms. Gooby explained that staff's opinion is that the request is in general compliance in that the request is not specifically recommended by the Future Land Use Plan Map, but staff does not have any objections either.

Motion was made by Mr. Randall, seconded by Mr. Bell, to approve the proposed amendment to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion carried unanimously.

EXISTING ZONING

RR DISTRICT (County's Jurisdiction)

(Per zoning permit and by-right - subject to standards)

SELECT USES

Bed and breakfast inn

Mobile home on individual lot

Mobile home park (5 or less units per park)

Multi-family dwelling (less than 5 units per lot) – (62,500 sq ft for 4 attached units)

Single-family dwelling – (25,000 sq ft lot per each detached unit)

Duplex dwelling (37,500 sq ft lot for 2 attached units)

Communication towers (60 feet in height or less)

Emergency shelter

Athletic fields

Civic, social, and fraternal associations

Private campground and RV Park

Private club or recreational center

Swim and tennis club

Church

Day care center

Nursing home

Retreat or conference center

Farming

RA20 (Residential-Agricultural)

Permitted Uses

(1) General:

- a. Accessory use or building
- c. On- premise signs per Article N

(2) Residential:

- a. Single-family dwelling
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

(3) Home Occupations (see all categories):

*None

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- c. Wayside market for farm products produced on site
- e. Kennel (see also section 9-4-103)
- f. Stable; horse only (see also section 9-4-103)
- g. Stable; per definition (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical:

* None

(8) Services:

- o. Church or place of worship (see also section 9-4-103)

(9) Repair:

* None

(10) Retail Trade:

* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

(15) Other Activities (not otherwise listed - all categories):

* None

RA20 (Residential-Agricultural)

Special Uses

(1) General:

* None

(2) Residential:

- b. Two-family attached dwelling (duplex)
- g. Mobile Home
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility

(3) Home Occupations (see all categories):

- a. Home occupation; including barber and beauty shops
- c. Home occupation; including manicure, pedicure or facial salon

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:

- b. Greenhouse or plant nursery; including accessory sales

(6) Recreational/ Entertainment:

- a. Golf course; regulation
- c.(1). Tennis club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

* None

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- d. Cemetery
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- ee. Hospital

(9) Repair:

* None

(10) Retail Trade:

* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

* None

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

(15) Other Activities (not otherwise listed - all categories):

* None

PROPOSED ZONING

R6S (Residential-Single-Family)

Permitted Uses

(1) General:

- a. Accessory use or building
- c. On- premise signs per Article N

(2) Residential:

- a. Single-family dwelling
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

(3) Home Occupations (see all categories):

*None

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical:

- * None

(8) Services:

- o. Church or place of worship (see also section 9-4-103)

(9) Repair:

- * None

(10) Retail Trade:

- * None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- * None

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation:

- * None

(14) Manufacturing/ Warehousing:

- * None

(15) Other Activities (not otherwise listed - all categories):

- * None

R6S (Residential-Single-Family)

Special Uses

(1) General:

- * None

(2) Residential:

- * None

(3) Home Occupations (see all categories):

- b. Home occupation; excluding barber and beauty shops
- c. Home occupation; excluding manicure, pedicure or facial salon
- d. Home occupation; including bed and breakfast inn (historic district only)

(4) Governmental:

a. Public utility building or use

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

a. Golf course; regulation

c.(1). Tennis club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

* None

(8) Services:

d. Cemetery

g. School; junior and senior high (see also section 9-4-103)

h. School; elementary (see also section 9-4-103)

i. School; kindergarten or nursery (see also section 9-4-103)

(9) Repair:

* None

(10) Retail Trade:

* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

* None

(13) Transportation:

* None

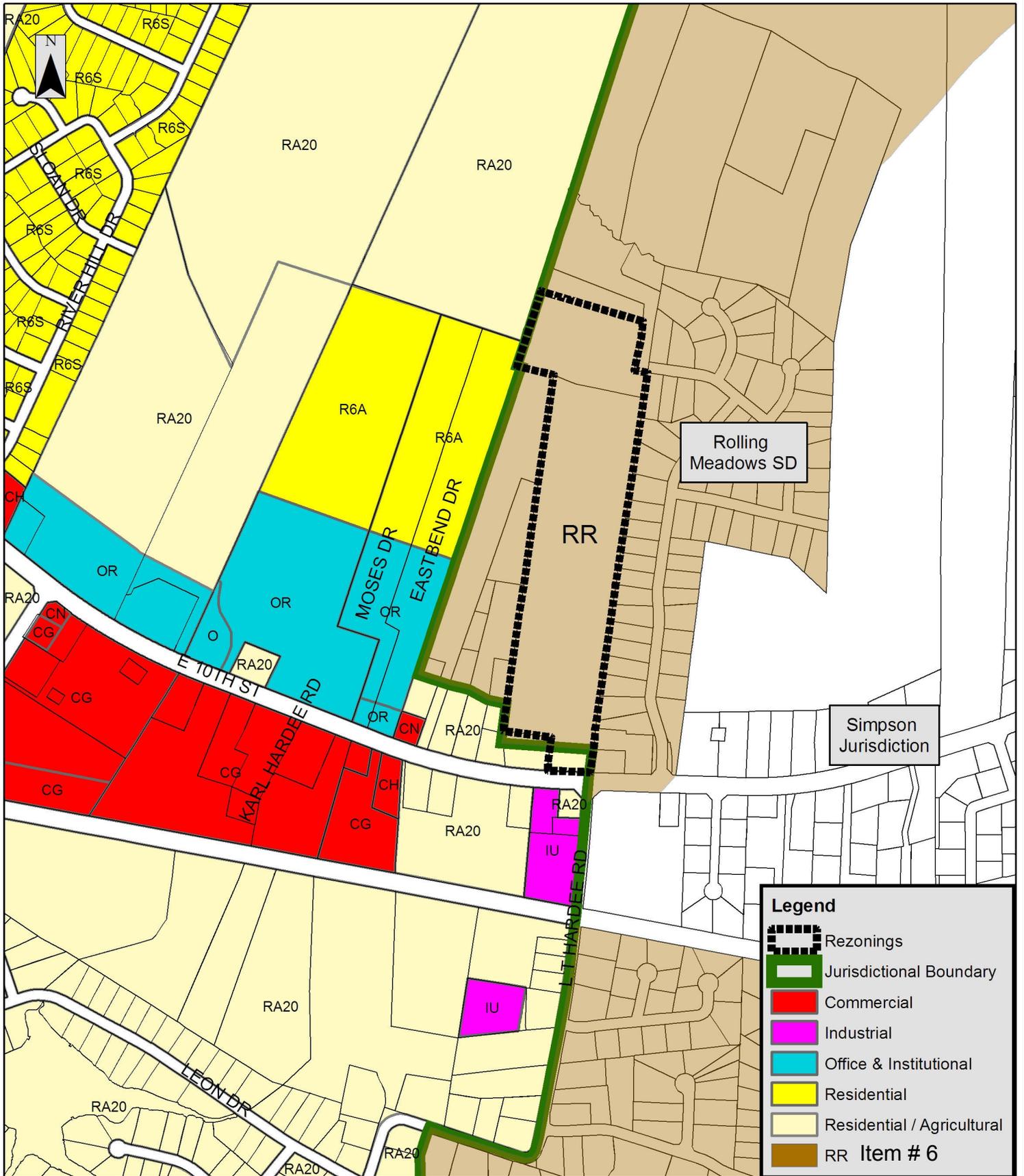
(14) Manufacturing/ Warehousing:

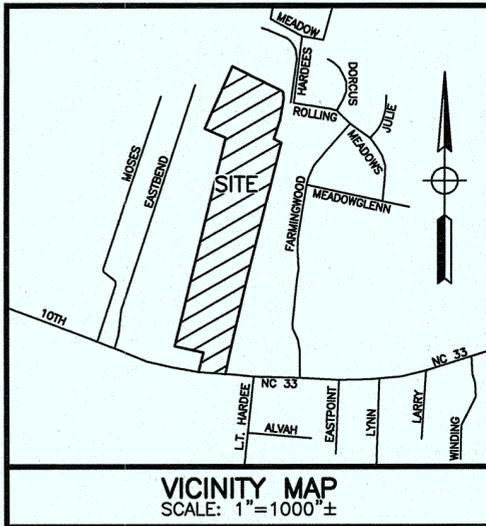
* None

(15) Other Activities (not otherwise listed - all categories):

* None

REVISED
V-SLEW, LLC (10-12)
From RA20 and RR (County's Jurisdiction) to R6S
30.273 acres
February 16, 2011





ADJOINING PROPERTY OWNERS

ROLLING MEADOWS, SECTION 1
MAP BOOK 33, PAGE 101 & 101A

JESSICA BARROW
374 FARMINGWOOD ROAD (LOT A-11)
GREENVILLE, NC 27858

SUE E. MARSH
380 FARMINGWOOD ROAD (LOT A-10)
GREENVILLE, NC 27858

CHARLES S. HALSALL JR.
388 FARMINGWOOD ROAD (LOT A-9)
GREENVILLE, NC 27858

JULIE D. ASKEW
394 FARMINGWOOD ROAD (LOT A-8)
GREENVILLE, NC 27858

REBECCA R. BURDOIN
402 FARMINGWOOD ROAD (LOT A-7)
GREENVILLE, NC 27858

TIMOTHY S. DIXON
410 FARMINGWOOD ROAD (LOT A-6)
GREENVILLE, NC 27858

TARA S. KING
418 FARMINGWOOD ROAD (LOT A-5)
GREENVILLE, NC 27858

JOSEPH C. BURRIS
426 FARMINGWOOD ROAD (LOT A-4)
GREENVILLE, NC 27858

MATTHEW L. WILLIS
432 FARMINGWOOD ROAD (LOT A-3)
GREENVILLE, NC 27858

THADDIUS R. ROBERTS III
438 FARMINGWOOD ROAD (LOT A-2)
GREENVILLE, NC 27858

GORDON SPENCER
446 FARMINGWOOD ROAD (LOT A-1)
GREENVILLE, NC 27858

MAP BOOK 33, PAGE 132
CHARLOTTE A. GREENWOOD
332 FARMINGWOOD ROAD (LOT A-16)
GREENVILLE, NC 27858

JEREMY W. RUSSELL
340 FARMINGWOOD ROAD (LOT A-15)
GREENVILLE, NC 27858

MARION G. WATERS
350 FARMINGWOOD ROAD (LOT A-14)
GREENVILLE, NC 27858

PHYLLIS D. MANNING
360 FARMINGWOOD ROAD (LOT A-13)
GREENVILLE, NC 27858

KESHA CARR
366 FARMINGWOOD ROAD (LOT A-12)
GREENVILLE, NC 27858

ROLLING MEADOWS, SECTION 2
MAP BOOK 34, PAGE 116

EDGAR B. WALL JR.
140 RIVERCREST DRIVE (LOT D-22)
GREENVILLE, NC 27858

SIDNEY W. ASHBY
2215 RIVERCREST DRIVE (LOT D-21)
GREENVILLE, NC 27858

JOHN E. PACKARD III
2225 ROLLING MEADOWS DRIVE (LOT D-20)
GREENVILLE, NC 27858

DONNA M. MILES
2202 ROLLING MEADOWS DRIVE (LOT A-21)
GREENVILLE, NC 27858

WATERL J. ZOLLER
2208 ROLLING MEADOWS DRIVE (LOT A-20)
GREENVILLE, NC 27858

ELIZABETH R. HARDEE ESTATE
MAP BOOK 66, PAGE 196

J. RUBENSEN RAVENEL (TRUST)
4661 EAST TENTH STREET
GREENVILLE, NC 27855

JOYCE H. MCROY
4651 EAST TENTH STREET
GREENVILLE, NC 27858

JOHNNIE E. WIGGINS
DB 1653, PG 465

JOYCE H. MCROY
DB K-45, PG 71

WILLIAM C. HARDEE
DB 778, PG 565

DAN R. HARDEE
DB 1496, PG 224

JAMES L. HARDEE
DB C-25, PG 532

KELLY K. HARDEE
DB 2275, PG 417

JAMES L. HARDEE JR.
DB R-50, PG 822

CENTURY FINANCIAL SERVICES GROUP, LLC
DB 2213, PG 849

V-SLEW, LLC
DB 2438, PG 457

BOBBY J. MCROY
DB 492, PG 458

BOBBY G. HARDEE
DB 375, PG 758

JOHNNIE E. WIGGINS
DB K-45, PG 73

WILLIAM A. MCROY
DB 1753, PG 69

JOYCE H. MCROY
DB K-45, PG 71

J. RUBENSTEIN RAVENEL
DB 2570, PG 134

GEORGE L. PUGH
DB 1789, PG 800

L.T. HARDEE RD.
(NCSR 1728)
(60' R/W PUBLIC)

JOHN T. TYSON and wife HATTIE M. TYSON
DB 128, PG 259

WILLIAM S. HARDEE
DB 1788, PG 457

WILLIAM S. HARDEE
DB 1405, PG 516

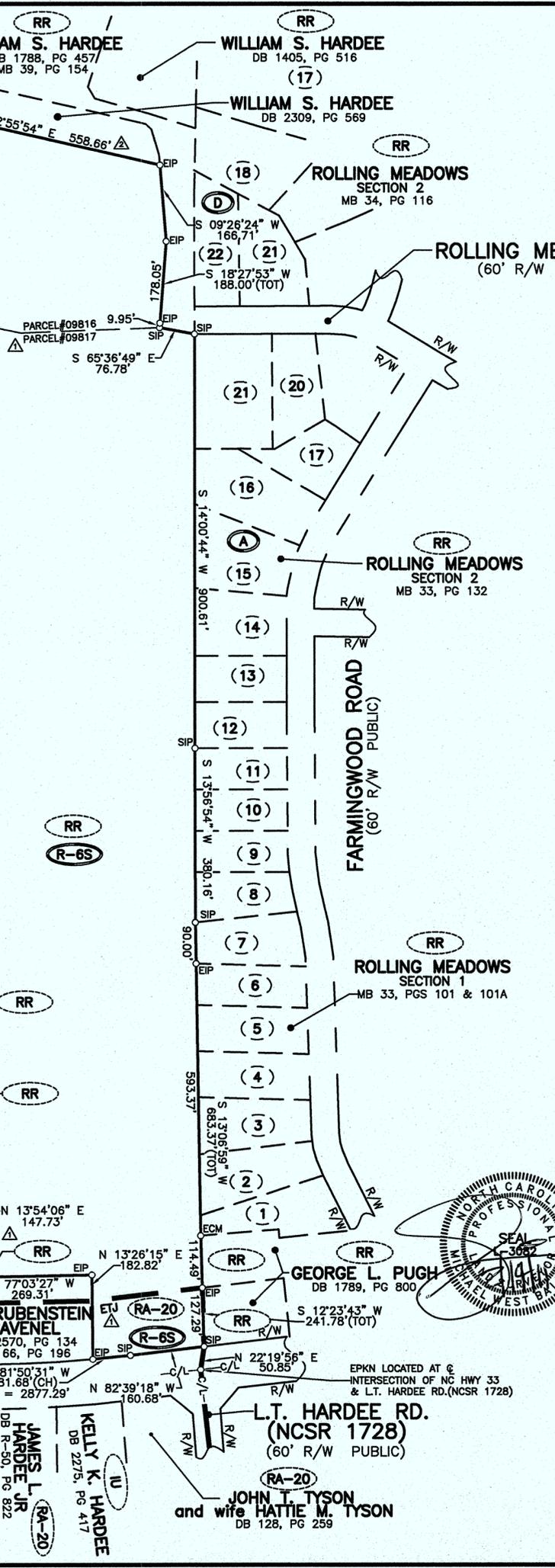
WILLIAM S. HARDEE
DB 2309, PG 569

ROLLING MEADOWS SECTION 2
MB 34, PG 116

ROLLING MEADOWS SECTION 2
MB 33, PG 132

ROLLING MEADOWS SECTION 1
MB 33, PGS 101 & 101A

ROLLING MEADOWS SECTION 2
MB 33, PG 132



ADJOINING PROPERTY OWNERS

GEORGE L. PUGH
PO BOX 8045
GREENVILLE, NC 27835

WILLIAM A. MCROY
4651 EAST TENTH STREET
GREENVILLE, NC 27858

BOBBY G. HARDEE
1580 ALLEN ROAD
GREENVILLE, NC 27834

MILLIE H. WIGGINS
4631 EAST TENTH STREET
GREENVILLE, NC 27858

BOBBY J. MCROY
PO BOX 3253
GREENVILLE, NC 278366

CENTURY FINANCIAL SERVICES GROUP, LLC
740 SOUTHEAST GREENVILLE BOULEVARD
GREENVILLE, NC 27835

WILLIAM CLAUDE HARDEE
123 LAKESHIRE COVE
CANTON, MS 39046

V-SLEW, LLC
2625 CHARLES BOULEVARD
GREENVILLE, NC 27858

KELLY K. HARDEE
4738 NC 33 EAST
GREENVILLE, NC 27858

JAMES L. HARDEE JR.
4660 EAST 10TH STREET
GREENVILLE, NC 27858

JAMES L. HARDEE
4640 EAST 10TH STREET
GREENVILLE, NC 27858

DAN ROGER HARDEE
PO BOX 178
SIMPSON, NC 27879

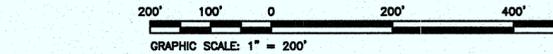
JOHN T. TYSON
4680 EAST 10TH STREET EXT.
GREENVILLE, NC 27858

NOTES

1. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE: FIRM 3720560700J DATED: JANUARY 2, 2004.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS MAP IS OF AN EXISTING PARCEL(S) OF LAND.
4. REFERENCE: MAP BOOK 04, PAGE 32 OF THE PITT COUNTY REGISTRY.
5. THIS MAP IS OF A SURVEY OF ANOTHER CATEGORY.

LEGEND

- C/L = CENTERLINE
- R/W = RIGHT-OF-WAY
- EIP = EXISTING IRON PIPE
- ECM = EXISTING CONCRETE MONUMENT
- SIP = SET IRON PIPE
- EPKN = EXISTING PARKER KALON NAIL
- () = EXISTING ZONING
- () = PROPOSED ZONING
- ▲ REVISED: 2/14/2011 (JAM) REVISED PROPERTY LINE
- ▲ REVISED: 2/3/2011 (CITY COMMENTS)(JJB) ADD ETJ & PARCEL LINES CORRECT ZONING
- AREA TO BE REZONED = 30.273 ACRES
- RA-20 AND RR TO R-6S



PARCEL #09817 AND A PORTION OF PARCEL #09816

REZONING MAP FOR
V-SLEW, LLC

REFERENCE: DEED BOOK 2411, PAGE 49 AND A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 2439, PAGE 457 OF THE PITT COUNTY REGISTRY.

GRIMESLAND TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: V-SLEW, LLC
ADDRESS: 2625 CHARLES BLVD. GREENVILLE, NC 27858
PHONE: (252) 321-9904

| | | | |
|--|---|---------------------|-------------------------|
| | DESIGN - LAND PLANNING - SURVEYING | SURVEYED: TS | APPROVED: MWB |
| | 708-D CROWELL DRIVE GREENVILLE, NC 27858 | DRAWN: JAM | DATE: 12/21/2010 |
| | 252.756.1390 | CHECKED: MWB | SCALE: 1" = 200' |
| | | | |

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

| Bufferyard A (street yard) | | |
|----------------------------|-------|---------------------------|
| Lot Size | Width | For every 100 linear feet |
| Less than 25,000 sq.ft. | 4' | 2 large street trees |
| 25,000 to 175,000 sq.ft. | 6' | 2 large street trees |
| Over 175,000 sq.ft. | 10' | 2 large street trees |

Street trees may count toward the minimum acreage.

| Bufferyard B (no screen required) | |
|-----------------------------------|-------|
| Lot Size | Width |
| Less than 25,000 sq.ft. | 4' |
| 25,000 to 175,000 sq.ft. | 6' |
| Over 175,000 sq.ft. | 10' |

| Bufferyard C (screen required) | |
|--------------------------------|--|
| Width | For every 100 linear feet |
| 10' | 3 large evergreen trees 4 small evergreens 16 evergreen shrubs |

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

| Bufferyard D (screen required) | |
|--------------------------------|--|
| Width | For every 100 linear feet |
| 20' | 4 large evergreen trees 6 small evergreens 16 evergreen shrubs |

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

| Bufferyard E (screen required) | |
|--------------------------------|--|
| Width | For every 100 linear feet |
| 30' | 6 large evergreen trees 8 small evergreens 26 evergreen shrubs |

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

| Bufferyard F (screen required) | |
|--------------------------------|---|
| Width | For every 100 linear feet |
| 50' | 8 large evergreen trees 10 small evergreens 36 evergreen shrubs |

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

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

| Residential Density | | |
|---|---|--|
| Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit | | |
| High Density | | |
| R6 R6-N R6-MH OR CDF | 17 units per acre yields 45 persons per acre | |
| PUD | 12 units per acre yields 32 persons per acre | |
| Medium Density | | |
| R6-A | 9 units per acre yields 24 persons per acre | |
| R6-S | 7 units per acre yields 19 persons per acre | |
| R9 | 6 units per acre yields 16 persons per acre | |
| R9-S | 5 units per acre yields 13 persons per acre | |
| Low Density | | |
| RA-20 MRS | 4 units per acre yields 11 persons per acre | |
| R15-S | 3 units per acre yields 8 persons per acre | |

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Ordinance to annex V-SLEW, LLC property, involving 30.273 acres located north of NC Highway 33 at its intersection with L.T. Hardee Road and west of Rolling Meadows Subdivision

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: May 2, 2011
2. City Council public hearing date: May 12, 2011
3. Effective date: May 12, 2011

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 30.273
4. Voting District: 3
5. Township: Grimesland
6. Vision Area: C* outside existing vision areas
7. Zoning: R-6S, Single-Family Residential (proposed)
8. Land Use: Existing: Vacant Anticipated: 175 Single-family dwellings

9. Population:

| | Formula | Number of People |
|--|-------------|------------------|
| Total Current | ----- | 0 |
| Estimated at full development | 175 x 2.66* | 466 |
| Current Minority | ----- | 0 |
| Estimated Minority at full development | 466 x 23.6% | 110 |
| Current White | ----- | 0 |
| Estimated White at full development | 466-110 | 356 |

* - people per household in Grimesland Township

10. Rural Fire Tax District: Eastern Pines

11. Greenville Fire District: Station #6 (Distance of 2.19 miles)

12. Present Tax Value: \$373,532
Estimated Future Tax Value: \$28,290,549

*The applicant requested at the March 3, 2011, City Council meeting that this item be continued to April 14, 2011. The applicant then requested the item to be continued to the May 12, 2011, City Council meeting.

Fiscal Note:

The total estimated tax value at full development is \$28,290,549.

Recommendation:

Approve the attached ordinance to annex V-SLEW, LLC property.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[V-SLEW Annexation Map](#)

[V_Slew_Annexation_Ordinance_889288](#)

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

Attachment number 1
Page 1 of 2

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 7:00 p.m. on the 12th day of May, 2011, after due notice by publication in The Daily Reflector on the 2nd day of May, 2011; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled "V-SLEW, LLC" involving 30.273 acres as prepared by Baldwin Design Consultants, PA.

LOCATION: Lying and being situated in Grimesland Township, Pitt County, North Carolina, located north of NC Highway 33 at its intersection with L.T. Hardee Road and west of Rolling Meadows Subdivision. This annexation involves 30.273 acres.

GENERAL DESCRIPTION:

Beginning at an iron pipe on the northern right-of-way of NC Hwy 33, said iron pipe being the southwestern corner of the George L. Pugh Property as described in Deed Book 1789, Page 800 of the Pitt County Register of Deeds Office, said iron pipe also being located N 22°19'56" E 50.85' from an existing P.K. Nail located at the centerline intersection of NC Hwy 33 and NCSR 1728 (L.T. Hardee Road). From the above described beginning, so located, running thence as follows.

With the northern right-of-way of NC Highway 33, N 82°39'18" W 160.68' to the point of curvature, thence with a curve to the right having a radius of 2877.29' and a chord bearing N 81°50'31" W 81.68', thence leaving the northern right-of-way of NC Highway 33, N 13°26'15" E 182.82' to an existing iron pipe, thence N 77°03'27" W 269.31' to an existing iron pipe, thence N 13°54'06" E 147.73' to an existing iron pipe, thence N 13°39'58" E 651.96' to an existing iron pipe, thence N 13°42'15" E 1288.60' to an existing iron pipe, thence N 66°13'38" W 190.25' to an existing iron pipe, thence N 23°50'57" E 434.45' to an existing iron pipe, thence S 62°55'54" E 558.66' to an existing iron pipe, thence S 09°26'24" W 166.71' to an existing iron pipe, thence

S 18°27'53" W 188.00', thence S 65°36'49" E 76.78', thence S 14°00'44" W 900.61', thence S 13°56'54" W 380.16', thence S 13°06'59" W 683.37' to an existing concrete monument, thence S 12°23'43" W 241.78' to the point of beginning containing 30.273 acres and being a portion of the property described in Deed Book 2439, Page 457 and all the property described in Deed Book 2411, Page 49 both of the Pitt County Register of Deeds Office.

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

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

Attachment number 1

Page 4 of 5

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

Section 5. This annexation shall take effect from and after the 12th day of May, 2011.

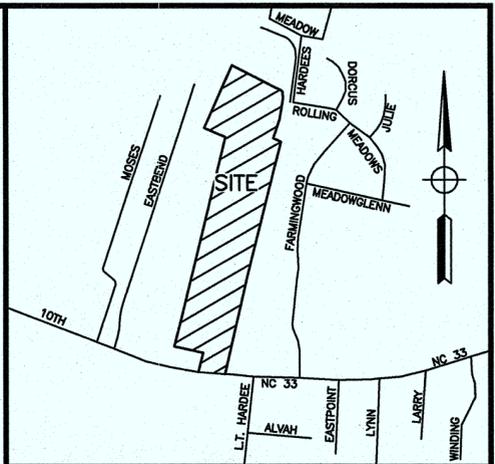
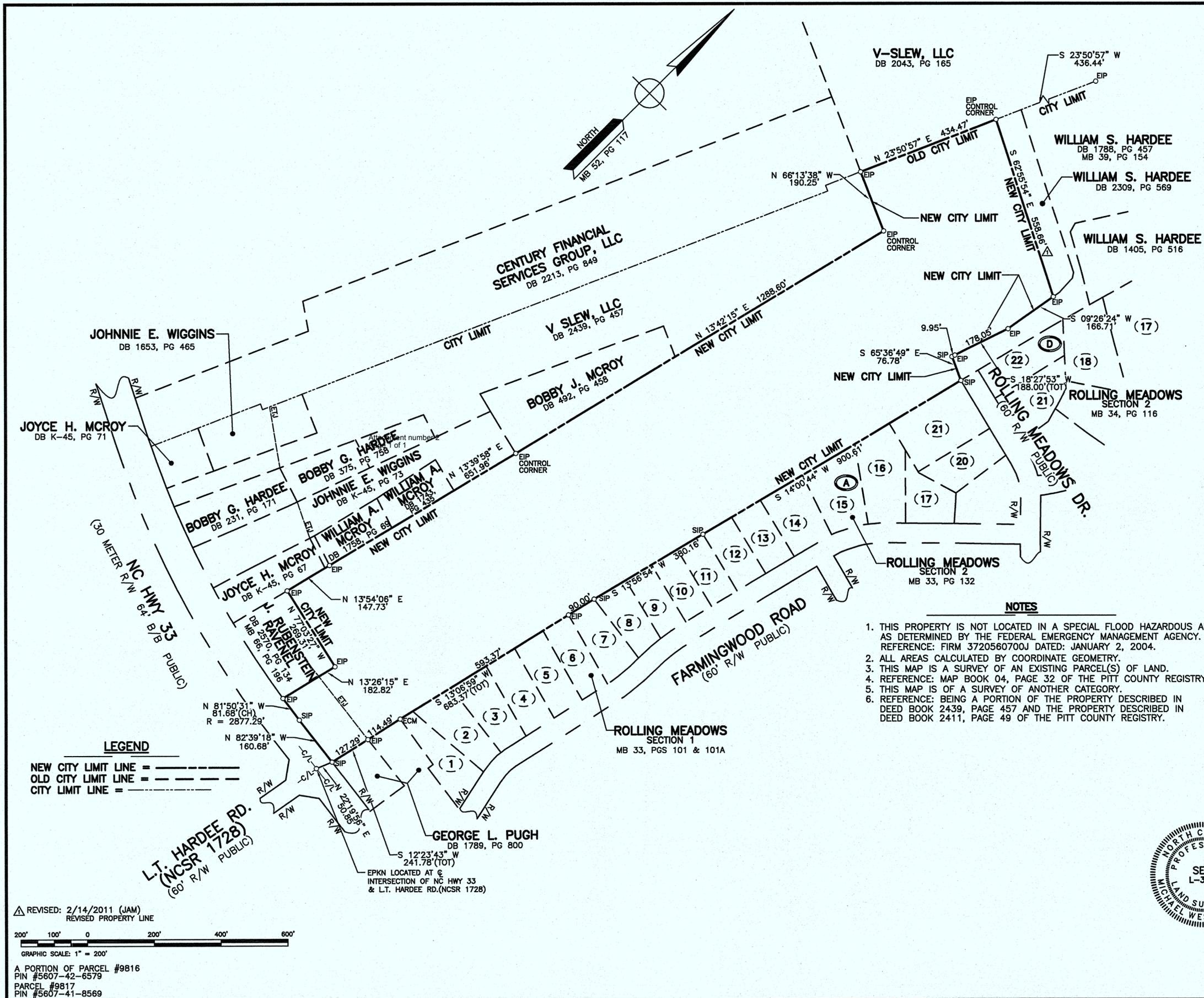
ADOPTED this 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

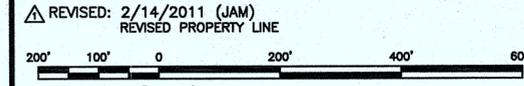
Carol L. Barwick, City Clerk

#889288



VICINITY MAP
SCALE: 1" = 1000' ±

LEGEND
 NEW CITY LIMIT LINE = - - - - -
 OLD CITY LIMIT LINE = - · - · -
 CITY LIMIT LINE = - - - - -



REVISED: 2/14/2011 (JAM)
 REVISED PROPERTY LINE

A PORTION OF PARCEL #9816
 PIN #5607-42-6579
 PARCEL #9817
 PIN #5607-41-8569

Baldwin Design Consultants, PA
 LICENSE # C-3498
 DESIGN - LAND PLANNING - SURVEYING
 708-D CROMWELL DRIVE
 GREENVILLE, NC 27858 252.756.1390

| | |
|--------------|-----------------|
| SURVEYED: TS | APPROVED: MWB |
| DRAWN: JAM | DATE: 01/31/11 |
| CHECKED: MWB | SCALE: 1 = 200' |

| MAP NO. | PLATS RECORDED | MAP BOOK | PAGE |
|---------|----------------|----------|------|
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.
 (EFFECTIVE DATE _____ ORDINANCE # _____ AREA 30.273 AC.) Δ
 _____ GRIMESLAND TOWNSHIP, PITT COUNTY, N.C.

- NOTES**
1. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE: FIRM 3720560700J DATED: JANUARY 2, 2004.
 2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 3. THIS MAP IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND.
 4. REFERENCE: MAP BOOK 04, PAGE 32 OF THE PITT COUNTY REGISTRY.
 5. THIS MAP IS OF A SURVEY OF ANOTHER CATEGORY.
 6. REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 2439, PAGE 457 AND THE PROPERTY DESCRIBED IN DEED BOOK 2411, PAGE 49 OF THE PITT COUNTY REGISTRY.



CERTIFICATION
 I, MICHAEL WEST BALDWIN CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY _____ THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 WITNESS MY HAND AND SEAL THIS 31st DAY OF JANUARY, 2011.
 SIGNED _____
 REGISTRATION NO. L-3082

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



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Ordinance to annex Langston West, Section 2 involving 4.2424 acres located on Flora Drive, north of Langston West, Section 1 and west of Langston Farms, Phase 4

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: May 2, 2011
2. City Council public hearing date: May 12, 2011
3. Effective date: June 30, 2011

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 4.2424 acres
4. Voting District: 5
5. Township: Winterville
6. Vision Area: E
7. Zoning: R-9S, Single-Family Residential
8. Land Use: Existing: Vacant Anticipated: 10 single-family dwellings
9. Population:

| | Formula | Number of People |
|--|------------|------------------|
| Total Current | ----- | 0 |
| Estimated at full development | 10 x 2.35* | 24 |
| Current Minority | ----- | 0 |
| Estimated Minority at full development | 24 x 43.4% | 10 |
| Current White | ----- | 0 |
| Estimated White at full development | 24 -10 | 14 |

10. Rural Fire Tax District: Winterville

11. Greenville Fire District: Station #5 (Distance of 2.51 miles)

12. Present Tax Value: \$79,545
Estimated Future Tax Value: \$2,179,545

Fiscal Note: The total estimated tax value at full development is \$2,179,545.

Recommendation: Approve the attached ordinance to annex Langston West, Section 2.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Langston West, Section 2 Annexation Map](#)

[Langston West Section 2 Annexation Ordinance 895233](#)

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

Attachment number 1
Page 1 of 2

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 7:00 p.m. on the 12th day of May, 2011, after due notice by publication in The Daily Reflector on the 2nd day of May, 2011; and

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

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

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

TO WIT: Being all of that certain property as shown on the annexation map entitled "Langston West, Section 2", involving 4.2424 acres as prepared by Stroud Engineering, P.A.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located on Flora Drive, north of Langston West, Section 1, and west of Langston Farms, Phase 4. This annexation involves 4.2424 acres.

GENERAL DESCRIPTION:

Lying and being in Winterville Township, Pitt County, North Carolina and being west of NC Highway 11, north of NCSR 1134 (Thomas Langston Road) and being bounded on the north and east by Bill Clark Homes of Greenville, LLC (Deed Book 1859, Page 181), on the south by Langston West, Section 1 as recorded in Map Book 66, Page 155 and on the west by Pitt County, Southwest Elementary School site (Deed Book 2281, Page 34 and Map Book 69, Page 119) and being more particularly described as follows:

Beginning at an existing iron stake, the northernmost common corner to Lots 278 and 287, Langston West, Section 1 as recorded in Map Book 66, Page 155, the true point of beginning. Thence from the true point of beginning along the northern line of Lot 278 N82-04-54W – 170.77' to an existing drill hole in the sidewalk, a point on the eastern right-of-way of Flora Drive and the northwestern corner of Lot 278, thence leaving the eastern right-of-way of Flora Drive and continuing N82-04-54W – 11.04' to a point, thence N86-49-39W – 208.75' to a point

in the eastern line of Pitt County (Deed Book 2281, Page 34), also the northwestern corner of Lot 249, Langston West, Section 1 (Map Book 66, Page 155), thence leaving Lot 249 and following the eastern line of Pitt County N23-50-02E – 2.81' to a point, thence N04-25-31W – 314.77' to a point, thence leaving the eastern line of Pitt County and following a new annexation line through the lands of Bill Clark Homes of Greenville, LLC (Deed Book 1859, Page 119) the following calls: N85-34-29E – 170.00', thence N04-25-31W – 43.51', thence N85-34-29E – 200.00', thence S53-39-15E – 279.42', thence S29-17-23W – 46.29', thence S29-19-02W – 82.14', thence S36-52-17W – 82.86', thence S45-48-09W – 82.32', thence S17-14-18W – 24.78' to the point of beginning containing 4.2424 Acres and being a portion of Parcel No. 69714 as filed with the Pitt County Tax Assessor's Office.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to Attachment number 1 the terms of G. S. 160A-23, be annexed into Greenville municipal election district five. Page 2 of 2 The City Clerk, City Engineer, representatives of the Board of Elections and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district five.

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

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

Section 5. This annexation shall take effect from and after the 30th day of June, 2011.

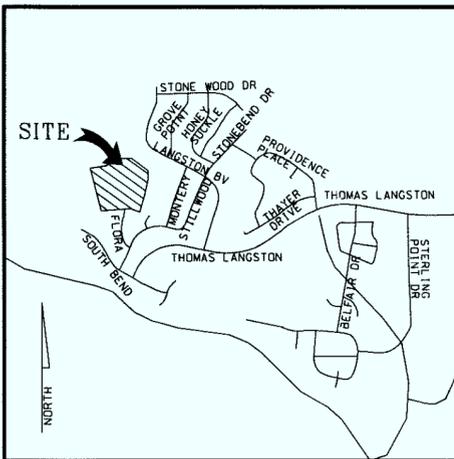
ADOPTED this 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

#895233

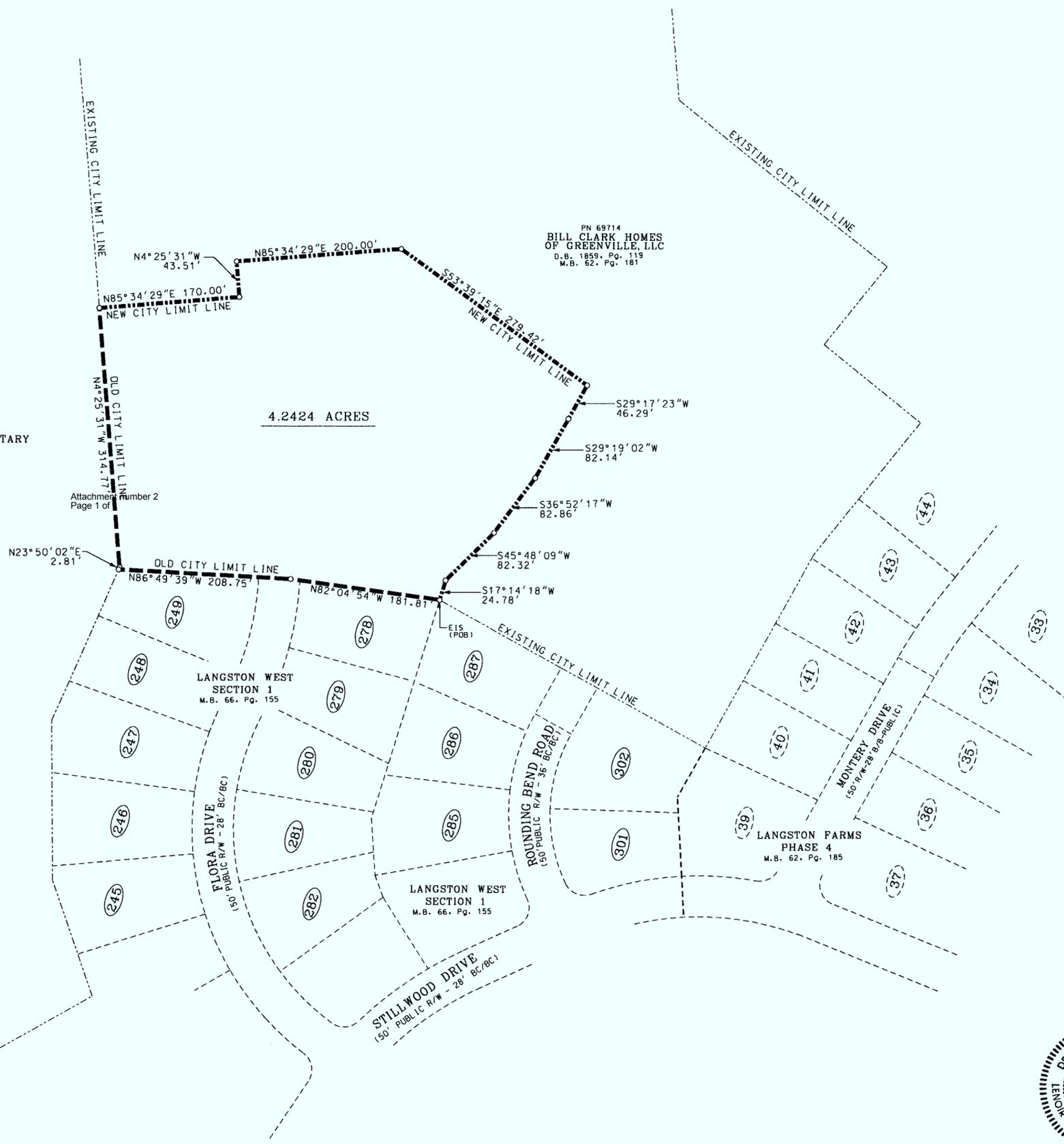


VICINITY MAP



PITT COUNTY
SOUTHWEST ELEMENTARY
SCHOOL
D.B. 2281, Pg. 34
M.B. 63, Pg. 119

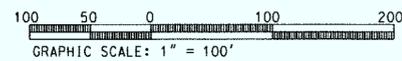
PN 69714
BILL CLARK HOMES
OF GREENVILLE, LLC
D.B. 1859, Pg. 119
M.B. 62, Pg. 181



4.2424 ACRES

LEGEND:

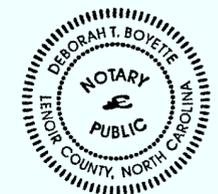
- NEW CITY LIMIT LINE
- OLD CITY LIMIT LINE
- EXISTING CITY LIMIT LINE



A PORTION OF PARCEL NO. 69714
REFERENCE: DEED BOOK 1859, PAGE 119 AND
MAP BOOK 62, PAGE 181

I, Howard O. Barnum CERTIFY THAT THIS MAP IS OF A SURVEY OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

Howard O. Barnum
PROFESSIONAL LAND SURVEYOR



I, Howard O. Barnum, CERTIFY THAT THIS MAP WAS DRAWN BY DTB UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY Jay Casperson. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.

WITNESS MY HAND AND SEAL THIS 13 DAY OF April, 11.

SIGNED Howard O. Barnum
PROFESSIONAL LAND SURVEYOR L-3634

NORTH CAROLINA, LENOIR COUNTY
I, DEBORAH T. BOYETTE, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT HOWARD O. BARNUM, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE 13 DAY OF April, 2011.
NOTARY PUBLIC Deborah T. Boyette
MY COMMISSION EXPIRES 9-3-12

| | | |
|---|--|-------------------------------|
| LANGSTON WEST, SECTION 2 WINTERVILLE TWP., PITT COUNTY, NORTH CAROLINA BILL CLARK HOMES OF GREENVILLE, LLC 200 E. ARLINGTON BLVD. GREENVILLE, NC 27858 (252) 355-5805 | | MAP NO. |
| SURVEYED: N/A DRAWN: DTB/LHJ CHECKED: DTB | APPROVED: HOB DATE: 4-13-11 SCALE: 1" = 100' # 3 | MAPS RECORDED BOOK PAGE |

| MAPS RECORDED | BOOK | PAGE |
|---------------|------|------|
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MAP SHOWING AREA ANNEXED BY

THE CITY OF GREENVILLE

DATE _____ ORDINANCE NO. _____ AREA 4.2424 AC



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Resolution authorizing the sale of City-owned property at 410 Cadillac Street

Explanation: City staff requests authorization to sell the City-owned property located at 410 Cadillac Street, being all of Pitt County tax parcel number 07273, to Ms. Stacey L. Staton. The new single-family dwelling has three bedrooms, two bathrooms, and a fair market value of \$87,000, which was previously set by the City Council on June 23, 2008. Ms. Staton proposes a closing date on or before June 17, 2011, and she will occupy the home as her principal residence.

Ms. Staton provided an earnest money deposit, and she has received pre-approval from her mortgage lender.

City Council must hold a public hearing prior to the approval of a resolution authorizing the conveyance of the home to Ms. Staton.

Fiscal Note: The home's sales price is \$87,000. Proceeds will be used to reimburse the HOME Investment Partnership fund for expenses involved in the home's development and construction costs.

Recommendation: Following a public hearing, approve the attached resolution authorizing the sale of City-owned property at 410 Cadillac Street to Ms. Stacey L. Staton.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [picture](#)

[resolution_410_Cadillac_Street_895151](#)

[410_Cadillac_Staton_offer_895153](#)

RESOLUTION NO. 11-____
RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY TO
STACEY L. STATON FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160A-456 to undertake community development programs and activities and to exercise powers granted by law to municipal housing authorities and is authorized pursuant to North Carolina General Statute 160A-457 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the aforelisted authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 410 Cadillac Street Street; and

WHEREAS, the City Council, at its May 12, 2011, meeting, held a public hearing on the proposed sale of property located at 410 Cadillac Street to Stacey L. Staton for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions G.S. 160A-457;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 410 Cadillac Street to Stacey L. Staton for \$87,000, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager or his designee be and is hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Standard Form 2G) for guidance in completing this form]

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": City of Greenville,
(b) "Buyer": Stacey L. Staton,

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.
Street Address: 410 Cadillac Street
City: Greenville Zip: 27834
County: Pitt, 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 _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: _____
Other description: Riverdale subdivision; see Deed Reference in the Pitt Co. Registry
Some or all of the Property may be described in Deed Book _____ at Page _____

(d) "Purchase Price":
\$ 87,000.00 paid in U.S. Dollars upon the following terms:
\$ n/a BY DUE DILIGENCE FEE made payable to Seller
\$ 250.00 BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) with this offer by cash personal check official bank check
 other: money order
\$ n/a BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than n/a, TIME BEING OF THE ESSENCE with regard to said date.
\$ n/a 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).
\$ n/a BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
\$ n/a BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
\$ 86,750.00 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by the Effective Date, 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 good funds to the payee. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited 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

 This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 1/2011
© 1/2011

Buyer initials SS Seller initials _____

Heritage Properties 117 Heritage Crossing Snow Hill, NC 28580
Phone: 252.347.9678 Fax: 252.360-4364 DeDe Carney Stacey Staton
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): City of Greenville

(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 is holding the Earnest Money Deposit, the Broker 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.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 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 conduct Due Diligence 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 Contract by Seller, or if this Contract is terminated under Paragraph 8(l) or Paragraph 12, 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.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on May 31, 2011 *TIME BEING OF THE ESSENCE* with regard to said date.

(k) "Settlement": The proper execution and delivery to the settlement agent 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 settlement agent's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on June 17, 2011 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "Closing": The legal process which results in the transfer of title to the Property from Seller to Buyer. Closing 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 settlement agent'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 settlement agent after Settlement. Upon such recordation of the deed(s) and deed(s) of trust, if any, Closing shall be deemed completed and the proceeds of sale shall be disbursed by the settlement agent 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

Buyer initials SLC Seller initials _____

defects, or if the settlement agent is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **FIXTURES:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke/carbon monoxide/alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including contents, if any, as of Settlement, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment and any other items attached or affixed to the Property, EXCEPT the following items which are leased or not owned by Seller or which Seller does not intend to convey: n/a

Seller shall repair any damage caused by removal of any items excepted above.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: oven, d/w, fridge, m/w, stormdoors, clean int, pw ext, pest svc

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(NOTE: 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 appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(b) **Property Investigation:** During the Due Diligence Period, 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) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **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 Disclosure And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether there are any encroachments on the Property from adjacent properties (fences, driveways, etc.), encroachments from the Property onto adjacent properties, road or utility easements crossing the Property, violations of set-back lines, lack of legal access to a public right-of-way, or indefinite or erroneous legal descriptions in previous deeds to the Property.

(vi) **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.

Buyer initials

SLR

Seller initials

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(c) **Repair Negotiations/Agreement:** The parties acknowledge and understand that they may, but are not required to, engage in negotiations for repairs to the Property. Buyer is advised to make any repair requests in sufficient time to allow repair negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs shall be considered an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20. Unless otherwise agreed, negotiated repairs shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(d) **Walk-through Inspection:** Buyer may conduct a walk-through inspection of the Property prior to Closing.

(e) **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 either approved by the N.C. Home Inspector Licensure Board or applicable to any other 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.

(f) **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.

(g) **Buyer's Right to Terminate:** 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.

WARNING: 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.** Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence.

NOTE: Following the Due Diligence Period, Buyer may still exercise a right to terminate this Contract for any other reason permitted under the terms of this Contract or North Carolina law.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: FHA VA (attach FHA/VA Financing Addendum) Conventional Other: grant money loan at a Fixed Rate Adjustable Rate in the principal amount of \$52,200.00 plus any financed VA Funding Fee or FHA MIP for a term of 30 year(s), at an initial interest rate not to exceed 5.875 % per annum (the "Loan").

NOTE: If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, 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 new loan.

(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 purchase.

NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.

Buyer initials SJS Seller initials _____

(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.

(d) **Property Disclosure (check only one) :**

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES): new construction

6. **BUYER OBLIGATIONS:**

(a) **Owners' Association Fees/Charges:** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum (Standard Form 2A12-T).

(b) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments disclosed by Seller in Paragraph 7(d), if any.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

7. **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) **Primary Residence:** Seller represents that the Property is or is not Seller's primary residence.

(c) **Lead-Based Paint (check if applicable) :**

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(d) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): none

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): none

(e) **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 (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

8. **SELLER OBLIGATIONS:**

(a) **Evidence of Title:** Seller agrees to use best efforts to deliver to Buyer 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 and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to

Buyer initials SLS Seller initials _____

Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

(b) **Access to Property:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit and indemnification agreement 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 as described in N.C.G.S. §44A-8 to the Property within 120 days prior to the date of Settlement 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.

(e) **Payment and Satisfaction of Liens:** All deeds of trust, 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.

(f) **Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property at Settlement unless otherwise stated herein, which shall convey fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

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.

(g) **Deed, Excise Taxes:** 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 required by law. The deed is to be made to: Stacey L. Staton

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ ~~2,000.00~~ 1,500.00 ^{SLB} toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Owners' Association Disclosure and Addendum (Standard Form 2A12-T):** If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum (Standard Form 2A12-T) to Buyer on or before the Effective Date.

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;

Buyer initials SLB Seller initials _____

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** If a home warranty is to be provided, select one of the following:

- Buyer may obtain a one-year home warranty at a cost not to exceed \$ n/a and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from n/a at a cost of \$ n/a and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

11. **CONDITION OF PROPERTY AT CLOSING:** The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and settlement agent and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date, or to further extend the Settlement Date by written agreement, 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.

14. **POSSESSION:** Possession, including all means of access to the Property, shall be delivered upon Closing unless otherwise provided below. In the event possession is NOT to be delivered upon Closing:

- a Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T) OR
- a Seller Possession After Closing Agreement is attached (Standard Form 2A8-T).

15. **OTHER PROVISIONS AND CONDITIONS:** 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. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum (Form 2A12-T) |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input checked="" type="checkbox"/> OTHER: <u>City Application for Grant and Down Payment Assistance; City Council approval of purchase and Public Hearing approval of purchase.</u> | |

16. **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.

17. **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.

Buyer initials SL8 Seller initials _____

18. **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.

19. **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.

20. **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.

21. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" 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.

22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

23. **COMPUTATION OF DAYS:** 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.

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.

| | |
|--------------------------------------|---|
| Date: <u>March 29, 2011</u> | Date: _____ |
| Buyer <u>Stacey L. Staton</u> (SEAL) | Seller <u>City of Greenville</u> (SEAL) |
| Date: _____ | Date: _____ |
| Buyer _____ (SEAL) | Seller _____ (SEAL) |
| Date: _____ | Date: _____ |
| Buyer _____ (SEAL) | Seller _____ (SEAL) |

NOTICE INFORMATION

NOTE: INSERT THE 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: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: Heritage Properties

Acting as Buyer's Agent Seller's (sub) Agent Dual Agent

Mailing Address: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____

Acting as Seller's Agent Dual Agent

Mailing Address: _____

Individual Selling Agent: Sharon Edwards/DeDe Carney

Acting as a Designated Dual Agent (check only if applicable)

License #: 204031

Selling Agent Phone#: (252) 717-1504

Selling Agent Fax#: _____

Selling Agent E-mail: sharon@ncrealestate4u.com

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: City of Greenville

By: _____

(Signature)

(Print name)

FHA/VA FINANCING ADDENDUM

FHA FINANCING: **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION**

AMENDATORY CLAUSE - It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or DVA requirements a written statement issued by the Federal Housing Commissioner, the Department of Veterans Affairs or a Direct Endorsement lender, setting forth the appraised value of the property of not less than \$ 87,000.00. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

VA FINANCING:

VA NOTICE TO BUYER - It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by DVA. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by DVA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the DVA and which Buyer represents will not be from borrowed funds except as approved by DVA. If DVA reasonable value of the Property is less than the sales price, Seller shall have the option of reducing the sales price to an amount equal to the DVA reasonable value and the parties to the sale may close at such lower sales price with appropriate adjustments to the sales contract.

If Buyer obtains a VA loan, the DVA may or may not require well/water, septic/sewer, and/or wood destroying insect inspections to be performed. If required to be performed, such inspections may or may not be required to be at Seller's expense. If such inspections are required to be performed and are required to be at Seller's expense, Seller agrees to pay the cost of such inspections.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

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.

REAL ESTATE CERTIFICATION - The seller, the purchaser, and the broker hereby certify that the terms of the sales contract are true to the best of their knowledge and belief and it is agreed that any other agreement entered into by any of the parties is fully disclosed and attached to the sales contract. The seller, the purchaser, and the broker fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Sections 1012 and 1014.

I CERTIFY I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS:

BUYER/BORROWER Stacey L. Staton (SEAL) DATE: 3/29/11
Stacey L. Staton

BUYER/CO-BORROWER _____ (SEAL) DATE: _____

SELLING FIRM Heritage Properties BY: Sharon Edwards/DeDe Carney

SELLER _____ (SEAL) DATE: _____
City of Greenville

SELLER _____ (SEAL) DATE: _____

LISTING FIRM _____ BY: _____

THE MORTGAGE LENDER MUST RECEIVE AN ORIGINAL SIGNATURE COPY



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

Heritage Properties 117 Heritage Crossing Snow Hill, NC 28589
DeDe Carney



STANDARD FORM 2A4 - T
Revised 7/2009
© 7/2009
Stacey Staton

Phone: 252.347.9078 Fax: 252.360-4364
Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com





City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Authorization to submit a Lead Based Paint Hazard Control Grant Program application to the Department of Housing and Urban Development

Explanation: This is a request to submit a Lead Based Paint Hazard Control Grant Program application to the Office of Healthy Homes and Lead Hazard Control of the Department of Housing and Urban Development (HUD) in response to a Notice of Funding Availability No. FR-5500-N-02A that City staff received on April 11, 2011. The grant's purpose is to assist local governments in the undertaking of comprehensive programs to identify and control lead-based paint hazards within eligible privately-owned rental or owner-occupied housing. The submission deadline is June 9, 2011.

At this time, staff is proposing to submit an application request in the amount of \$2 million to continue the City's current "Lead Safe Greenville Program". The program will include the following services:

1. Eliminating lead hazards in 75 homes with children having elevated blood levels
2. Conducting outreach and education programs to reach at least 4,000 individuals either through community events or enrollment of individual households, and
3. Providing skills-training and training of lead safe work practices to at least 200 individuals engaged through partnerships with the Lead Safe Greenville Program.

On April 15, 2009, the City of Greenville received a grant award of \$1.9 million in American Recovery and Reinvestment Act funds for Lead Based Paint Elimination for the testing and abatement of lead in 110 homes and to create 60 jobs. That grant is scheduled to be completed by April 30, 2012. City staff has maintained a perfect program performance score of 100 out of 100 points for all reporting periods.

Activities under the new 2011 grant, if funded, would start in October 2011.

Fiscal Note: Approximately \$2 million from the U.S. Department of Housing and Urban Development.

Recommendation: Authorize the submission of a Lead Based Paint Hazard Control Grant Program application to the Office of Healthy Homes and Lead Hazards of the Department of Housing and Urban Development.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 5/12/2011
Time: 7:00 PM

Title of Item: Resolutions authorizing condemnation to acquire certain property for the Thomas Langston Road Extension Project on Regency Boulevard

Explanation: The City has been unsuccessful in the efforts to negotiate the purchase of all of the property necessary for the construction of the Thomas Langston Road Extension Project on Regency Boulevard. The property consists of additional right-of-way along Regency Boulevard of 15 feet in width plus a 10 feet in width electrical easement and temporary construction easement. There are 9 parcels involved, and an agreement has been entered into with the owners of 3 of the parcels for the City to acquire the necessary property.

The owners of the remaining 6 parcels and the City could not agree upon the purchase price to be paid by the City to the owners for the acquisition. Because of this, the use of the City's power of eminent domain to acquire the property and have a court determine the amount of just compensation is necessary.

The attached map demonstrates the location of the property to be acquired. The owner and the appraised value of each parcel to be acquired through eminent domain are as follows:

| <u>Parcel</u> | <u>Owner</u> | <u>Appraised Value</u> |
|---------------|---|------------------------|
| 1A | Regency Office Park Condominiums Owner's Association, Inc. | \$44,098 |
| 2A | Regency II Office Park Condominiums Owners Association, Inc. | \$15,482 |
| 3A & 4A | RDKK Development, LLC | \$32,117 |
| 6A | Regency VI Office Park Condominiums Owner's Association, Inc. | \$13,750 |

8A

Phillip A. Lewis

\$42,234

A separate resolution has been prepared for each property.

Fiscal Note:

Upon the filing of the complaint, the amount estimated by the City, as a result of an appraisal, to be just compensation for the property will be required to be deposited with the court. In addition to this amount, there will be legal expenses incurred as the action proceeds. Funds to pay for the property acquisition and related expenses are available in a designated capital project account.

Recommendation:

Approve the attached resolutions.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Map](#)

[Resolution Condemnation Regency Office Park Condominiums Owner s 895427](#)

[Resolution Condemnation Regency II Office Park Condominiums Owner s Association Inc 895428](#)

[Resolution Condemnation RDKK Development LLC 895431](#)

[Resolution Condemnation Regency VI Office Park Craig Hamilton 896175](#)

[Resolution Condemnation Phillip A. Lewis 895433](#)

RESOLUTION NO. – 11

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY
OF REGENCY OFFICE PARK CONDOMINIUMS OWNER'S ASSOCIATION, INC.

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property owned by Regency Office Park Condominiums Owner's Association, Inc. for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the needed interest in this property by negotiated conveyance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE THAT:

1. The City of Greenville shall acquire by condemnation, for the purposes stated below, the property and interest described as follows:

A fee simple interest for public street purposes in a parcel of land lying and being in the City of Greenville, Winterville Township, Pitt County, North Carolina and being all of Lot 1A as shown on the plat prepared by Baldwin Design Consultants, PA on March 21, 2011 entitled "Road R/W Acquisition Map for Regency Office Park" that is recorded in Map Book 74, Page 93 of the Pitt County Registry.

Also, an electrical easement as shown on Lot 1 (for use as is customary by Greenville Utilities Commission) and the temporary construction easement on Lot 1 for use during construction of the Thomas Langston Road extension project. These easements are shown on the map in Map Book 74, Page 93 of the Pitt County Registry and shall be appurtenant to the property and shall run with the title to the land.

2. The property is being condemned for public street purposes in order to promote the public safety and welfare, to provide means of convenient transportation for the general public, to facilitate the orderly flow of traffic through the City, to facilitate the movement of ambulances and police, fire and rescue vehicles, and to provide means of public passage, specifically, to widen and make an improvement to Regency Boulevard in connection with a project which will extend Thomas Langston Road from Memorial Drive to Evans Street thereby reducing vehicle traffic congestion. Additionally, the property for the electrical easement is being condemned for electric power transmission and distribution and street lighting purposes so that improvements related to electrical transmission and distribution and street lights can be relocated in connection with said project.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L Barwick, City Clerk

RESOLUTION NO. – 11
RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY
OF REGENCY II OFFICE PARK CONDOMINIUMS OWNERS ASSOCIATION, INC.

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property owned by Regency II Office Park Condominiums Owners Association, Inc. for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the needed interest in this property by negotiated conveyance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE THAT:

1. The City of Greenville shall acquire by condemnation, for the purposes stated below, the property and interest described as follows:

A fee simple interest for public street purposes in a parcel of land lying and being in the City of Greenville, Winterville Township, Pitt County, North Carolina and being all of Lot 2A as shown on the plat prepared by Baldwin Design Consultants, PA on March 21, 2011 entitled “Road R/W Acquisition Map for Regency Office Park” that is recorded in Map Book 74, Page 93 of the Pitt County Registry.

Also, an electrical easement as shown on Lot 2 (for use as is customary by Greenville Utilities Commission) and the temporary construction easement on Lot 2 for use during construction of the Thomas Langston Road extension project. These easements are shown on the map in Map Book 74, Page 93 of the Pitt County Registry and shall be appurtenant to the property and shall run with the title to the land.

2. The property is being condemned for public street purposes in order to promote the public safety and welfare, to provide means of convenient transportation for the general public, to facilitate the orderly flow of traffic through the City, to facilitate the movement of ambulances and police, fire and rescue vehicles, and to provide means of public passage, specifically, to widen and make an improvement to Regency Boulevard in connection with a project which will extend Thomas Langston Road from Memorial Drive to Evans Street thereby reducing vehicle traffic congestion. Additionally, the property for the electrical easement is being condemned for electric power transmission and distribution and street lighting purposes so that improvements related to electrical transmission and distribution and street lights can be relocated in connection with said project.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L Barwick, City Clerk

RESOLUTION NO. - 11
RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY
OF RDKK DEVELOPMENT, LLC

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property owned by RDKK Development, LLC for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the needed interest in this property by negotiated conveyance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE THAT:

1. The City of Greenville shall acquire by condemnation, for the purposes stated below, the property and interest described as follows:

A fee simple interest for public street purposes in a parcel of land lying and being in the City of Greenville, Winterville Township, Pitt County, North Carolina and being all of Lots 3A & 4A as shown on the plat prepared by Baldwin Design Consultants, PA on March 21, 2011 entitled "Road R/W Acquisition Map for Regency Office Park" that is recorded in Map Book 74, Page 93 of the Pitt County Registry.

Also, an electrical easement as shown on Lots 3 & 4 (for use as is customary by Greenville Utilities Commission) and the temporary construction easement on Lots 3 & 4 for use during construction of the Thomas Langston Road extension project. These easements are shown on the map in Map Book 74, Page 93 of the Pitt County Registry and shall be appurtenant to the property and shall run with the title to the land.

2. The property is being condemned for public street purposes in order to promote the public safety and welfare, to provide means of convenient transportation for the general public, to facilitate the orderly flow of traffic through the City, to facilitate the movement of ambulances and police, fire and rescue vehicles, and to provide means of public passage, specifically, to widen and make an improvement to Regency Boulevard in connection with a project which will extend Thomas Langston Road from Memorial Drive to Evans Street thereby reducing vehicle traffic congestion. Additionally, the property for the electrical easement is being condemned for electric power transmission and distribution and street lighting purposes so that improvements related to electrical transmission and distribution and street lights can be relocated in connection with said project.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L Barwick, City Clerk

RESOLUTION NO. – 11

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY
OF REGENCY VI OFFICE PARK CONDOMINIUMS OWNER'S ASSOCIATION, INC.

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property owned by Regency VI Office Park Condominiums Owner's Association, Inc. for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the needed interest in this property by negotiated conveyance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE THAT:

1. The City of Greenville shall acquire by condemnation, for the purposes stated below, the property and interest described as follows:

A fee simple interest for public street purposes in a parcel of land lying and being in the City of Greenville, Winterville Township, Pitt County, North Carolina and being all of Lot 6A as shown on the plat prepared by Baldwin Design Consultants, PA on March 21, 2011 entitled "Road R/W Acquisition Map for Regency Office Park" that is recorded in Map Book 74, Page 93 of the Pitt County Registry.

Also, an electrical easement as shown on Lot 6 (for use as is customary by Greenville Utilities Commission) and the temporary construction easement on Lot 6 for use during construction of the Thomas Langston Road extension project. These easements are shown on the map in Map Book 74, Page 93 of the Pitt County Registry and shall be appurtenant to the property and shall run with the title to the land.

2. The property is being condemned for public street purposes in order to promote the public safety and welfare, to provide means of convenient transportation for the general public, to facilitate the orderly flow of traffic through the City, to facilitate the movement of ambulances and police, fire and rescue vehicles, and to provide means of public passage, specifically, to widen and make an improvement to Regency Boulevard in connection with a project which will extend Thomas Langston Road from Memorial Drive to Evans Street thereby reducing vehicle traffic congestion. Additionally, the property for the electrical easement is being condemned for electric power transmission and distribution and street lighting purposes so that improvements related to electrical transmission and distribution and street lights can be relocated in connection with said project.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to

acquire the property herein described are hereby directed to be instituted.

This the 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L Barwick, City Clerk

RESOLUTION NO. - 11
RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY
OF PHILLIP A. LEWIS

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property owned by Phillip A. Lewis for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the needed interest in this property by negotiated conveyance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE THAT:

1. The City of Greenville shall acquire by condemnation, for the purposes stated below, the property and interest described as follows:

A fee simple interest for public street purposes in a parcel of land lying and being in the City of Greenville, Winterville Township, Pitt County, North Carolina and being all of Lot 8A as shown on the plat prepared by Baldwin Design Consultants, PA on March 21, 2011 entitled "Road R/W Acquisition Map for Regency Office Park" that is recorded in Map Book 74, Page 93 of the Pitt County Registry.

Also, an electrical easement as shown on Lot 8 (for use as is customary by Greenville Utilities Commission) and the temporary construction easement on Lot 8 for use during construction of the Thomas Langston Road extension project. These easements are shown on the map in Map Book 74, Page 93 of the Pitt County Registry and shall be appurtenant to the property and shall run with the title to the land.

2. The property is being condemned for public street purposes in order to promote the public safety and welfare, to provide means of convenient transportation for the general public, to facilitate the orderly flow of traffic through the City, to facilitate the movement of ambulances and police, fire and rescue vehicles, and to provide means of public passage, specifically, to widen and make an improvement to Regency Boulevard in connection with a project which will extend Thomas Langston Road from Memorial Drive to Evans Street thereby reducing vehicle traffic congestion. Additionally, the property for the electrical easement is being condemned for electric power transmission and distribution and street lighting purposes so that improvements related to electrical transmission and distribution and street lights can be relocated in connection with said project.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 12th day of May, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L Barwick, City Clerk

