



Agenda

Greenville City Council

April 12, 2007
7:00 PM
City Council Chambers
200 Martin Luther King, Jr. Drive

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 Council

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

- Art in City Hall
- Bobby Durham, Fire-Rescue Department Retiree
- Danny Rollins - Public Works Department Retiree

VII. Appointments

1. Appointments to Boards and Commissions

VIII. New Business

Public Hearings

2. Ordinance, requested by the Community Development Department, as recommended by the Task Force on Preservation of Neighborhoods and Housing to rezone 259.29± acres (excluding street

rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road from R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 1]; in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20 (Residential-Agricultural), OR (Office-Residential [High Density Multi-Family]) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 2]; in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 3]; in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 (Residential-Agricultural) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 4]; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 (Residential-Agricultural) and R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 5]

3. Ordinance, requested by Theraldine H. Forbes, to rezone 21.24 acres located north of Forlines Road, directly east of South Central High School, south of Swift Creek Swamp (Gum Swamp Canal), and 2,400± feet west of Reedy Branch Road from RA20 (Residential-Agricultural) to R6A (Residential [Medium Density Multi-family])
4. Ordinance, requested by DVML, LLC, to rezone 13.922 acres located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205+ feet north of Thomas Langston Road, and 180± feet east of Providence Place Subdivision from R6A (Residential [Medium Density Multi-Family]) to R6 (Residential [High Density Multi-Family])
5. Ordinance, requested by Tommie L. Little, to rezone 14.306 acres located 580± feet south of Westhaven Subdivision and immediately south of the proposed Thomas Langston Road Extension, west of the right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive from R9S (Residential-Single-Family [Medium Density]) to R6S (Residential-Single-Family [Medium Density])
6. Ordinance to annex Davencroft, Phase Two, containing 3.586 acres located east of Thomas Langston Road and west of Sterling Trace Subdivision
7. Ordinance to annex James and Fredella Smith property, containing 2.67 acres located west of Dunbrook Drive and Sterling Trace Drive
8. Ordinance, requested by the Community Development Department, to amend Horizons: Greenville's Community Plan to incorporate by reference the College Court and Coghill Subdivisions Neighborhood Report and Plan
9. Ordinance requiring the repair or the demolition and removal of the dwelling located at 210 Paris Avenue
10. Public hearing and second reading of an ordinance amending Ordinance No. 07-17 granting a taxicab franchise to James E. Sherman d/b/a Dick's Cab Company by increasing the number of taxicabs

11. Resolution assigning property to economic development and resolution authorizing the sale of real property for economic development

Public Comment Period

- The Public Comment Period is a period reserved for comments by the public. Items that were the subject of a public hearing at this meeting 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

12. Resolution approving exchange of property with Jarvis Memorial United Methodist Church and the agreement relating to said exchange and the City of Greenville/Jarvis Memorial United Methodist Church Development Project
13. Offer by Magdy Taha and Enji Abdo to purchase property identified as the Old Pepsi Plant and Property
14. Agreement with Pitt Community College to lease a portion of the Intergenerational Center
15. Lease renewal with West Greenville Regional Resources, Inc., for a portion of the C. M. Eppes Recreation Center
16. Budget ordinance amendment #8 to the 2006-2007 City of Greenville budget

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

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- Title of Item:** Appointments to Boards and Commissions
- Explanation:** City Council appointments and/or reappointments need to be made to the Affordable Housing Loan Committee, Board of Adjustment, Citizens Advisory Commission on Cable TV, Community Appearance Commission, Environmental Advisory Commission, and Pitt-Greenville Airport Authority.
- Fiscal Note:** No fiscal impact.
- Recommendation:** To make appointments and/or reappointments to the Affordable Housing Loan Committee, Board of Adjustment, Citizens Advisory Commission on Cable TV, Community Appearance Commission, Environmental Advisory Commission, and Pitt-Greenville Airport Authority.
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Attachments / click to download

- [_City_Council_Meetings_Agenda_Deadline_Mater](#)
 - [COG-#138519-v47-2003 - Present Appointments To Boards and Commissions - City Council Meetings Agenda Deadline Mater](#)
-

Appointments To Boards and Commissions

April 12, 2007

Affordable Housing Loan Committee

Council Liaison: Council Member Rose Glover

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Gloria Pearsall	Second term	Resigned	February 2008

Board of Adjustment

Council Liaison: Council Member Larry Spell

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Steven Estes (Alternate #2)	First term	Resigned	June 2009

Citizens Advisory Commission on Cable Television

Council Liaison: Council Member Larry Spell (Ex-Officio Voting Member)

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Tim Hudson	First term	Resigned	March 2009

Community Appearance Commission

Council Liaison: Council Member At-Large Pat Dunn

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Edna Atkinson	First term	Eligible	April 2007
Janet Lyons	First term	Eligible	April 2007
Noria Namaz	First term	Eligible	April 2007

Environmental Advisory Commission

Council Liaison: Council Member At-Large Pat Dunn

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Jessica Christie (C-Bylaws)	First term	Eligible	April 2007

James Kenny First term Eligible April 2007
(G-Bylaws)

C-Bylaws: A member of a local environmental group

G-Bylaws: An at-large member from the Greenville community with an active interest in the preservation of significant architectural/historical housing in the City

Pitt-Greenville Airport Authority

Council Liaison: Council Member Ray Craft

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Richard Eakin	First term	Resigned	July 2008

Applicants for Board of Adjustment

Charles Ewen 2409 East Fifth Street Greenville, NC 27858	757-1975	Application	3/5/2007
Ralph W. Flanary 601 Rupert Drive Greenville, NC 27834	321-0330	Application	2/22/2005
O. J. Gupton 3001-A Mulberry Lane Greenville, NC 27858	756-6146	Application	2/17/2005
Perry Priyadarshi Kachroo 706 S. Evans Street Greenville, NC 27834	752-9119	Application	1/12/2006
Charles Tomlinson 100 Hickory Street, Apt. D-101 Greenville, NC 27858	830-1664	Application	2/17/2005

Applicants for Affordable Housing Loan Committee

Dana Coles
1109 Treybrooke Circle
Greenville, NC 27834

413-0514

Application Date: 2/16/2007

Doreen Winston
3210-M Moseley Drive
Greenville, NC 27834

353-1500

Application Date: 9/9/2004

Applicants for Citizens Advisory Commission on Cable Television

None

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Applicants

Board/Commission: Environmental Advisory Commission

John Newby
401 Crestline Boulevard
Greenville, NC 27834

Application Date: 05/18/2006

756-8318

Occupation: Safety and
Environmental
Specialist

Laura Williamson
3402 Wyneston Road
Greenville, NC 27834

Application Date: 02/18/2005

355-8710

Occupation: Environmental
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Leonard Kulik 122 Fort Sumter Drive Greenville, NC 27858	353-6405	Application	2/20/2005
Jerry Ward Powell 105 Williamsburg Drive Greenville, NC 27858	756-5180	Application	1/30/2007
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City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item:

Ordinance, requested by the Community Development Department, as recommended by the Task Force on Preservation of Neighborhoods and Housing to rezone 259.29± acres (excluding street rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road from R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 1]; in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20 (Residential-Agricultural), OR (Office-Residential [High Density Multi-Family]) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 2]; in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 3]; in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 (Residential-Agricultural) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 4]; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 (Residential-Agricultural) and R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 5]

Explanation:

The request involves the rezoning of 259.29+ acres as referenced above. Please see the attached rezoning request report.

Fiscal Note:

No cost to the City.

Recommendation:

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

The Planning and Zoning Commission, at their March 20, 2007 meeting, voted to approve the request.

If City Council determines to approve the rezoning 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.

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

Attachments / click to download

- [Certificate of Mailed Notices](#)
- [Oakhurst Locational Map](#)
- [Locational Map](#)
- [Rezoning for Treetops Eastwood Summerfield Countryside Estates and Oakhurst](#)
- [CDD List of Uses](#)
- [P and Z Minutes for CDD request](#)
- [COG-#682413-v1-Ordinance for Treetops Eastwood Summerfield Countryside Estates and Oakhurst](#)

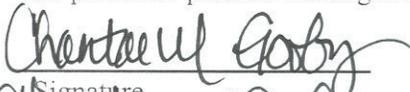
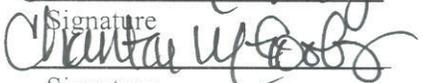
NORTH CAROLINA
PITT COUNTY

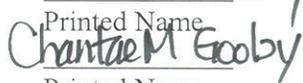
CERTIFICATE OF MAILED NOTICES

The undersigned employee or employees of the City of Greenville, Planning and Community Development Department do hereby certify that the mailing requirements for notice of rezoning pursuant to GS 160A-384 have been complied with for the following rezoning requests:

1. **07-01-** Ordinance, requested by the Community Development Department, as recommended by the Task Force on Preservation of Neighborhoods and Housing to rezone 259.29± acres (excluding street rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road from R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 1]; in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20 (Residential-Agricultural), OR (Office-Residential [High Density Multi-Family]) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 2]; in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 3]; in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 (Residential-Agricultural) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 4]; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 (Residential-Agricultural) and R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 5].
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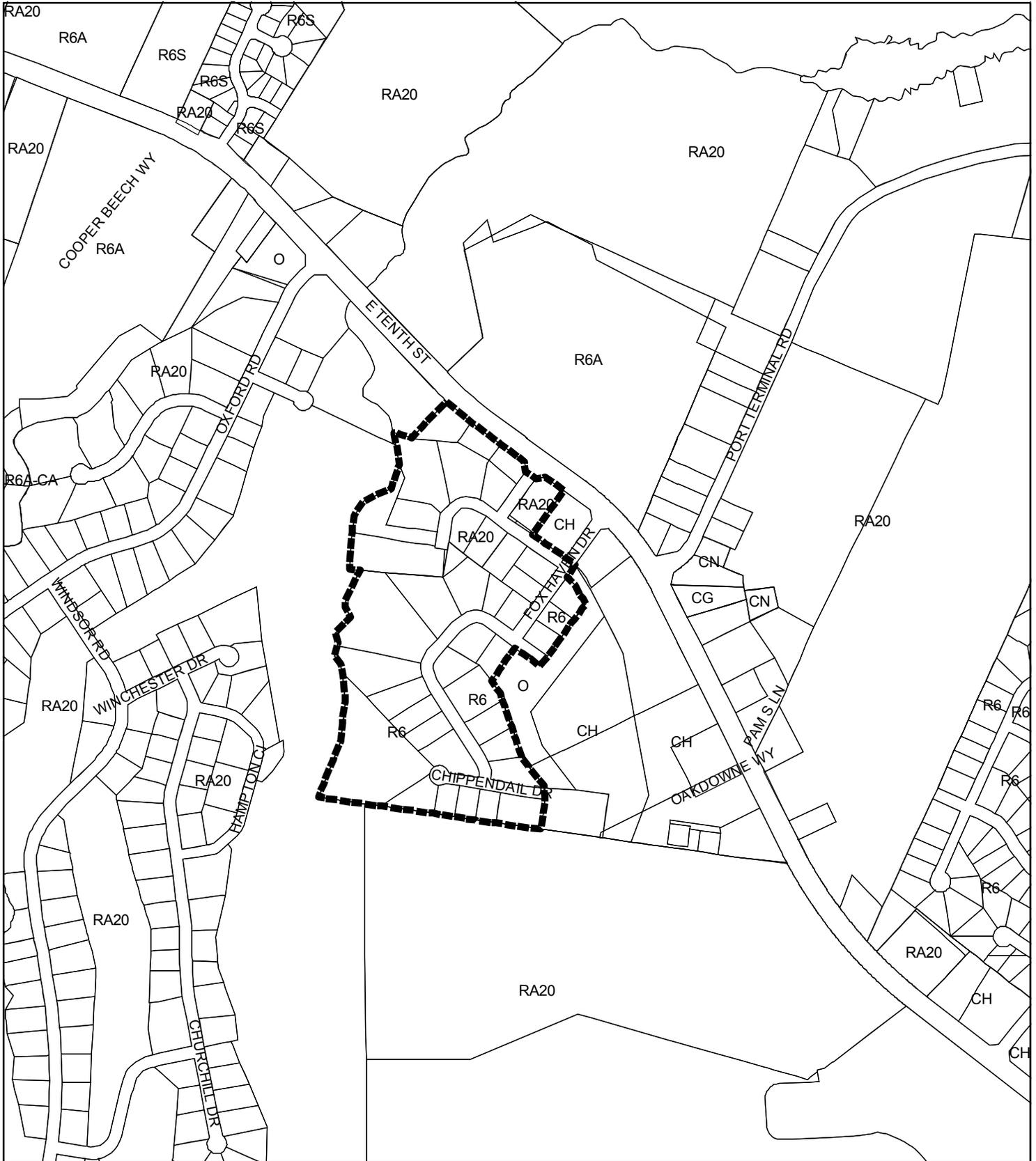
The person or persons mailing such notices and making this certificate are:


 Signature

 Signature

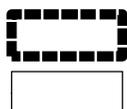

 Printed Name

 Printed Name

03/06/07
 Date (Planning & Zoning)
03/27/07
 Date (City Council)

Oakhurst (07-01)



RA20 & R6 to R6S (33.67 acres)



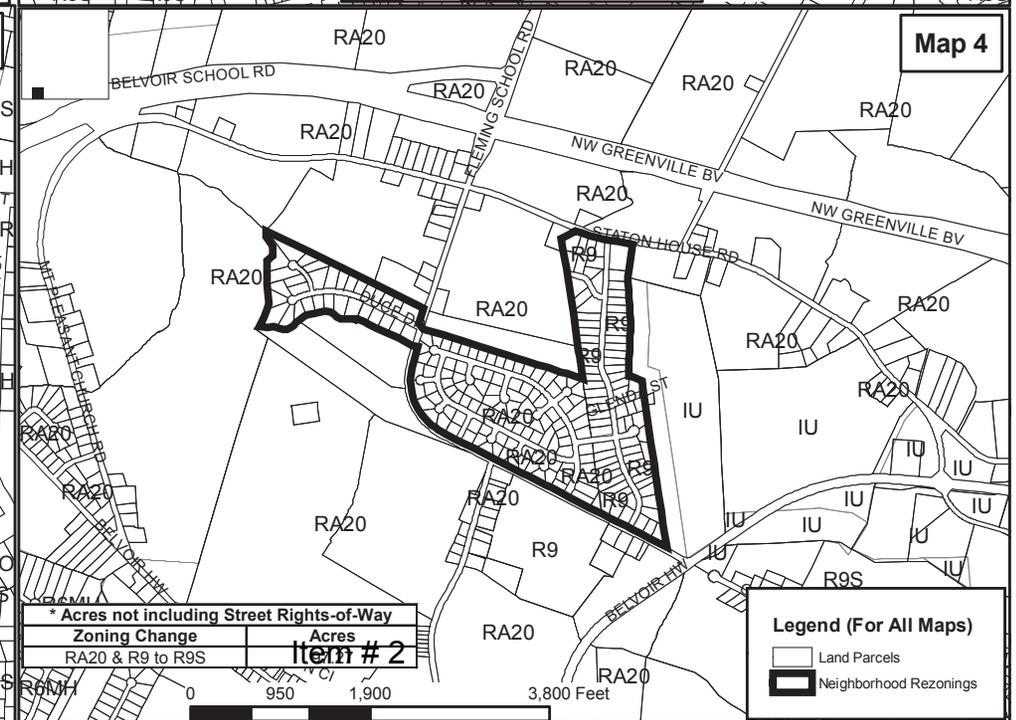
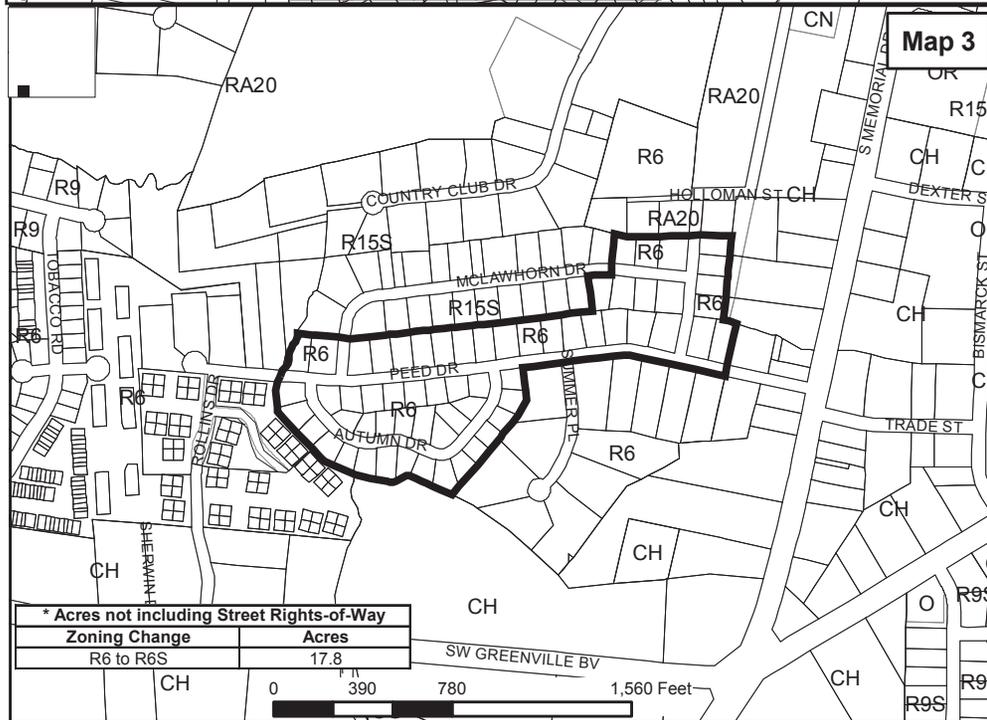
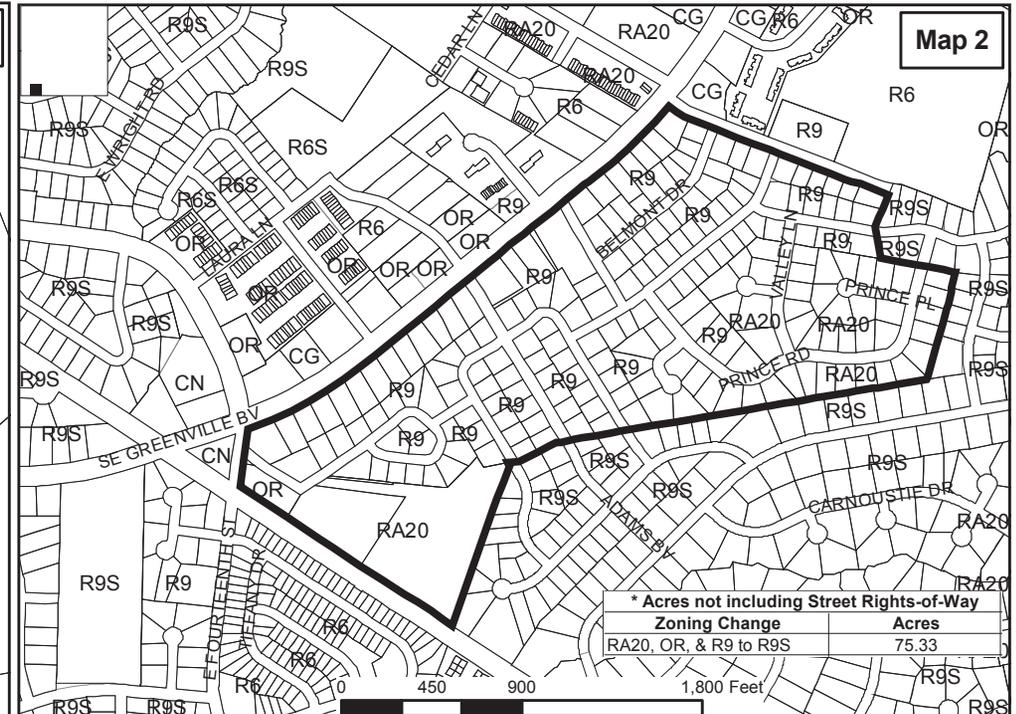
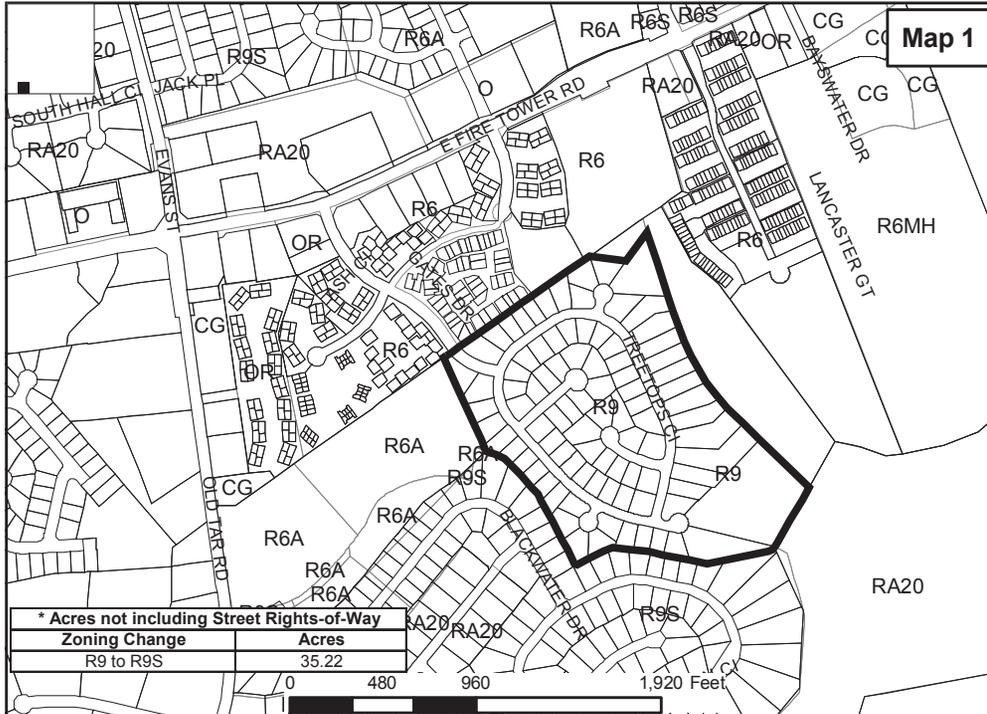
Area Requested to be Rezoned

Land Parcels

2

Item # 2
Created
02/01/2007

Treetops, Eastwood, Summerfield and Countryside Estates Neighborhood Areas Rezoning



Legend (For All Maps)

- Land Parcels
- Neighborhood Rezoning

Item # 2

Doc. # 681206

**Treetops, Eastwood, Summerfield, Countryside Estates, and Oakhurst
Areas Rezoning**

Staff Contact: Niki S. Jones, 329-4518
Chantae M. Gooby, 329-4507

Date: March 7, 2007

Subject: Ordinance, requested by the Community Development Department, as recommended by the Task Force on Preservation of Neighborhoods and Housing to rezone 259.29± acres (excluding street rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road from R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 1]; in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20 (Residential-Agricultural), OR (Office-Residential [High Density Multi-Family]) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 2]; in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 3]; in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 (Residential-Agricultural) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 4]; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 (Residential-Agricultural) and R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 5].

Tract 1: Treetops (R9 to R9S)

Tract 2: Eastwood Area (OR, RA20, and R9 to R9S)

Tract 3: Summerfield (R6 to R6S)

Tract 4: Countryside Estates Area (RA20 and R9 to R9S)

Tract 5: Oakhurst (RA20 and R6 to R6S)

Background

In February 2004, the City Council established the Task Force on Preservation of Neighborhoods and Housing to explore the link between rental housing and neighborhood livability. Initially, the Task Force identified issues relating to rental housing and neighborhood livability (rental vs. owner occupied, declining property values, etc...). Following the identification of issues, the Task Force developed neighborhood improvements strategies. One of the strategies was to identify neighborhoods that are predominantly single-family in character, but are zoned in a manner that

would allow intrusion of duplex or multi-family uses and to rezone those neighborhoods to a single-family classification. This strategy will prevent the conversion of the existing single-family homes to duplexes or multi-family use. This strategy does not prohibit or prevent rental of any dwelling unit including single-family.

Issue:

Due to historical circumstances, a number of purpose-built, single-family neighborhoods are zoned to allow a variety of housing densities (including duplex and multi-family dwellings) that are likely to encourage rental uses. Where such zoning exists, neighborhoods suffer from uncertainty and the potential for rental encroachment. The Task Force believes that this uncertainty discourages potential homebuyers from locating in otherwise healthy neighborhoods.

Zoning History:

The original Greenville Zoning Regulations were adopted in 1947. A new zoning code created three (3) districts – Residential, Business and Industrial, along with their associated standards and use tables. This new zoning code, comprehensive for the time; replaced reliance on the time-honored combination of land availability and market place economics in the determination of land use patterns, with a limited system of traditional as-of-right or self-executing zoning. Without this new tool, ad hoc development was becoming commonplace and unpredictable. As the city became more urban and congested, the close proximity of then perceived incompatible uses were recognized as a threat to the overall healthy, safety, character, livability and general welfare of the city’s residents. The new regulations included an ordinance text and zoning map applicable to the use of land and structures within the “city limits”. At that time, the city’s new system of land regulation was enforceable only within the city limits and did not apply in any extended extraterritorial jurisdiction (ETJ), as subsequently adopted by mapped description in 1972.

The new 1947 “residential district” included all residential options, including single-family, duplex and multi-family (“multiple”) dwellings, in addition to boarding/lodging houses, hotels, schools, churches, hospitals, museums, libraries, parks, clubs (e.g. Rotary Club) and farming. This category was reflective of the variety of uses existing within the residential neighborhoods surrounding the central business area at the time. The zoning patterns established in 1947 were primarily created to insure physical separation among the three (3) use categories, and little emphasis was placed on the spatial relationship of uses within the individual districts. Examples of the residential development pattern resulting from the 1947 ordinance are the Tar River and West Greenville Neighborhoods bordering the downtown. This three (3)-district system remained in place until the zoning ordinance update in 1969, at which time the City’s second-generation zoning regulations were adopted.

In 1969, in response to the need to further refine the distinction between newly perceived incompatible uses such as “modern high density” multi-family complexes and single-family homes, the city elected to expand the number of residential districts. At that time, the first multi-district zoning regulations were adopted and the original “residential” district was expanded to include five (5) separate zones including R6, R9, R15, R20 and RA20. These new zones narrowed the range of residential dwellings in each category by excluding dwelling types and specifying minimum lot sizes and dimensional standards particular to each use and district. As a result of the expanded district categories, earlier developed neighborhoods previously zoned “residential” were subsequently rezoned to one of the newly created (1969) districts.

In many cases, the application of the new zoning classifications were, in large part, based on historical patterns of existing development in an attempt to minimize nonconforming situations.

Older, predominantly single-family, neighborhoods were typically zoned R6 or R9 residential or CDF (downtown [mixed use] commercial fringe). While minimizing the creation of nonconforming uses, the new designations allowed for, and even encouraged infill of new multi-family units. The new districts also facilitated, as a matter of right, the conversion of single-family dwellings to higher occupancy use through the inclusion of multiple housing options. An example of “new R6” zoning was the Tar River Neighborhood.

From 1969, other established, as well as newer residential areas, were zoned R9, which in comparison to the R6 district, represented a more restrictive residential category. These areas were the newer suburban subdivisions of the day, and R9 designation eliminated the possibility of multi-family intrusion. Single-family dwellings were often the intended dwelling choice of the original developers, and many subdivisions of this era have relied on privately enforceable restrictive covenants as the sole means to additionally exclude duplex development.

Since the adoption of the 1969 code, the city has greatly expanded the number of available residential districts to include single-family specific zones, wherein both duplex and multi-family occupancy are prohibited. These newer districts include R6S, R9S, R15S and MRS and are commonly referred to as “S districts”, signifying single-family only neighborhoods.

In the past 15 years, select neighborhoods have been rezoned from an R6 or R9 zone to an “S district” by City Council, at the request of a neighborhood. The “S district” conversion has been applied to both fully developed neighborhoods such as Westhaven, Belvedere and Club Pines, and to un-built portions of subdivisions such as Stratford. In either case, the re-designation of zoning from R9 and R6 respectively, to R9S and R6S, effectively eliminated both duplex conversion and new multi-family development in these historically planned single-family neighborhoods.

Current Land Use Statistics (as of March 7, 2007)

Treetops [Tract 1]

Land Use Category	Number of Parcels	Additional information	Acres
Single-Family	89	87 (owner occupied) and 2 (rental)	35.22

Eastwood Area [Tract 2]

Land Use Category	Number of Parcels	Additional information	Acres
Single-Family	190	151 (owner occupied) and 39 (rental)	59.24
Institutional	1	Greenville Church of Christ	1.46
Recreation	3	Ball Fields, Teen Center, and Sports Connection	11.63
Vacant	11	n/a	3
Total	205		75.33

Summerfield [Tract 3]

Land Use Category	Number of Parcels	Additional information	Acres
Single-Family	61	57 (owner occupied) and 4 (rental)	17.49
Vacant	1	n/a	0.31
Total	62		17.8

Countryside Estates Area [Tract 4]

Land Use Category	Number of Parcels	Additional information	Acres
Single-Family	206	180 (owner occupied) and 26 (rental)	92.58
Cemetery	1	n/a	0.55
Vacant	7	n/a	4.14
Total	214		97.27

Oakhurst [Tract 5]

Land Use Category	Number of Parcels	Additional information	Acres
Single-Family	34	30 (owner occupied) 4 (rental)	31.49
Vacant	4	n/a	2.18
Total	38		33.67

Additional Staff Comments:

- The goal of such “S district” rezonings are to provide an added measure of neighborhood stability, and to demonstrate the city’s commitment to single-family neighborhood preservation, as part of a comprehensive housing revitalization strategy.
- The existing OR, RA20, R6 and R9 districts allow a variety of residential uses including single-family and two-family attached (duplex) dwellings, and multi-family developments.
- The proposed R6S and R9S zoning districts are exclusive single-family zones. All other residential uses including duplex and multi-family dwellings will be prohibited. No existing single-family dwelling may be converted to a duplex or multi-family use.
- Rental of single-family dwellings is allowed within the proposed R6S and R9S zoning districts. The proposed rezoning will not prevent the rental of any dwelling.
- Room renting within single-family dwellings is a permitted use in the existing OR, RA20, R6 and R9 and the proposed R6S and R9S zoning districts, however no more than three (3) unrelated persons may live together as a single household unit.
- All other city ordinances relating to parking on unimproved surfaces, noise regulations, Minimum Housing Code, weeded lots, etc... will continue to apply under the proposed R6S and R9S zoning.

Anticipated Outcome:

The goals of such “S district” rezonings are to provide an added measure of neighborhood stability, and to demonstrate the city’s commitment to single-family neighborhood preservation, as part of a comprehensive housing revitalization strategy.

RECOMMENDATION

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

This rezoning does not prohibit any future rezonings in accordance with the Horizons: Greenville’s Community Plan and the Future Land Use Plan Map.

Prior to this action, there has been 1,760 acres (4,180 lots) rezoned to single-family only zoning districts as part of the recommendations from the Task Force on Preservation of Neighborhoods and Housing.

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

(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

OR (Office-Residential)

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:

- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- k. Family care home (see also section 9-4-103)
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- p. Board or rooming house
- 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)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(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 recreation facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operational/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- 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)
- j. College or other institutions of higher learning
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum
- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- x. Dance studio
- bb. Civic organizations
- cc. Trade or business organizations

(9) Repair:

* None

(10) Retail Trade:

- s. Book or card store, news stand
- w. Florist

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

* None

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- 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

OR (Office-Residential)

Special Uses

(1) General:

* None

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- o.(1). Nursing, convalescent center or maternity home; minor care facility
- r. Fraternity or sorority house

(3) Home Occupations (see all categories):

* None

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

- c.(1). Tennis club; indoor and outdoor facilities
- h. Commercial recreation; indoor only, not otherwise listed

(7) Office/ Financial/ Medical:

- f. Veterinary clinic or animal hospital (also see animal boarding; outside facility, kennel and stable)

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- ff. Mental health, emotional or physical rehabilitation center

(9) Repair:

* None

(10) Retail Trade:

- h. Restaurant; conventional
- j. Restaurant; regulated outdoor activities

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

* None

(12) Construction:

* None

(13) Transportation:

- h. Parking lot or structure; principle use

(14) Manufacturing/ Warehousing:

* None

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

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional services not otherwise listed

R9 (Residential)

Permitted Uses

(1) General:

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

(2) Residential:

- a. Single-family dwelling

- b. Two-family attached dwelling (duplex)
- 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:

- a. 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

R9 (Residential)

Special Uses

(1) General:

* None

(2) Residential:

- o.(1). Nursing, convalescent center or maternity home; minor care facility

(3) Home Occupations (see all categories):

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

(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:

- 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)

(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

R6 (Residential)

Permitted Uses

(1) General:

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

(2) Residential:

- a. Single-family dwelling
- b. Two-family attached dwelling (duplex)

- c. Multi-family development per Article 1
- 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:
a. 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

R6 (Residential)
Special Uses

(1) General:
* None

(2) Residential:
d. Land use intensity multifamily (LUI) development rating 50 per Article K
e. Land use intensity dormitory (LUI) development rating 67 per Article K
l. Group care facility

- n. Retirement center or home
- p. Board or rooming house
- r. Fraternity or sorority house
- o.(1). Nursing, convalescent center or maternity home; minor 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:

* None

(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)
- m. Multi-purpose center
- t. Guest house, college and other institutions of higher learning

(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

R9S (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

R9S (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

(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

REQUEST BY THE COMMUNITY DEVELOPMENT DEPARTMENT –
APPROVED

Chairman Tozer stated that the first item is a request by the Community Development Department, as recommended by the Task Force on Preservation of Neighborhoods and Housing to rezone 262.29± acres (excluding street rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road from R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 1]; in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20 (Residential-Agricultural), OR (Office-Residential [High Density Multi-Family]) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 2]; in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 3]; in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 (Residential-Agricultural) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 4]; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 (Residential-Agricultural) and R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 5].

Ms. Chantae Gooby stated this rezoning request is the same type that the Commission has considered for the past two years. The neighborhoods for consideration are Treetops, Eastwood, Summerfield, Countryside Estates and Oakhurst Subdivisions. These neighborhoods have a variety of zonings and the proposed zoning is for single family only. These neighborhoods are within Voting Districts 1, 2, 4 and 5. Ms. Gooby described the first neighborhood, Treetops. The property is surrounded by various residential zoning districts. The property is zoned for single-family and/or duplex development. The Land Use Plan Map recommends medium density residential. The eastern portion of the property is impacted by the floodway

and 100 year floodplain. The neighborhood is approximately 98 percent owner-occupied and two percent rental which is based on a comparison of tax records. Ms. Gooby described the Eastwood and Oakhurst subdivisions. The neighborhoods are surrounded by a variety of different zoning districts. The neighborhoods themselves have a variety of zoning districts and the proposed zoning is for single family only. The Land Use Plan Map recommends medium density residential for most of the subject area, however, it does recommend office along Greenville Boulevard and along East Tenth Street. Ms. Gooby stated that while these areas are included in this rezoning this does not prevent any future rezonings in this area that are in accordance with the Land Use Plan. The neighborhoods are predominately single-family, along with a church, some recreational and vacant lots in Eastwood Subdivision. Oakhurst is a single family neighborhood with a couple of vacant lots. The western boundary of Oakhurst is impacted by Hardee Creek. Eastwood Subdivision is approximately 79 percent owner-occupied and 21 percent rental. Oakhurst Subdivision is approximately 88 percent owner-occupied and 12 percent rental. Ms. Gooby described the Summerfield Subdivision. Ms. Gooby stated that there is commercial zoning along Memorial Drive and Greenville Boulevard and the property is surrounded by various residential zoning. The neighborhood is currently zoned for single family and high density multi-family. The Land Use Plan Map recommends high density multi-family and medium density residential. The neighborhood is single family. The subdivision is not impacted by the floodplain. It is approximately 93 percent owner-occupied and 7 percent rental. Ms. Gooby described Countryside Estates, Oakgrove and Holly Pines Subdivisions. The property is surrounded by residential-agricultural property with unoffensive industry to the east. The Land Use Plan Map recommends medium density residential. These neighborhoods are predominately single family with a few vacant lots. There is an area in the Holly Pines Subdivision that is impacted by the 100 year floodplain. This area is 87 percent owner-occupied and 13 percent rental. Ms. Gooby stated that the goal of these rezonings is to provide neighborhood stability and demonstrate the city's commitment to single family neighborhoods.

Motion was made by Mr. Ramey, seconded by Mr. Randall, to recommend approval of 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.

ORDINANCE NO. 07-____
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 four successive weeks in The Daily Reflector setting forth that the City Council would, on April 12, 2007 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 R9 (Residential) to R9S (Residential-Single-Family).

TO WIT: Treetops Subdivision Area.

LOCATION: Located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road.

DESCRIPTION: Beginning at a known point, said point being the intersection of the northwest corner of Lot 1 Block E of the Treetops Subdivision Section 5 Phase 1 as recorded in Map Book 35 Page 180 of the Pitt County Register of Deeds and the eastern right-of-way of Winding Branches Drive; thence running along the northern property lines of Lots 1-7, and 9 Block E of the Treetops Subdivision Section 5 Phase 1 as recorded in Map Book 35 Page 180 of the Pitt County Register of Deeds in a northeasterly direction for 825± feet; thence running along the northern property line of Lot 10 Block E of the Treetops Subdivision Section 5 Phase 1 as recorded in Map Book 35 Page 180 of the Pitt County Register of Deeds in an easterly

direction for 180± feet; thence running along the western property line of Lot 11 Block E of the Treetops Subdivision Section 5 Phase 1 as recorded in Map Book 35 Page 180 of the Pitt County Register of Deeds in a northerly direction for 190± feet; thence running along the Fork Swamp Canal in a southerly direction for 1,620± feet; thence running along the southern property line of Lot 26 Block E of the Treetops Subdivision Section 5 Phase 3 as recorded in Map Book 41 Page 65 of the Pitt County Register of Deeds in a southwesterly direction for 355± feet; thence running along the southern property lines of Lots 27-31 Block E of the Treetops Subdivision Section 5 Phase 3 as recorded in Map Book 41 Page 65 of the Pitt County Register of Deeds in a northwesterly direction for 850± feet; thence running along the southern property lines of Lots 33 and 34 Block E of the Treetops Subdivision Section 5 Phase 3 as recorded in Map Book 41 Page 65 of the Pitt County Register of Deeds in a southwesterly direction for 220± feet; thence running along the western property lines of Lots 34, 35, and 37-43 Block E of the Treetops Subdivision Section 5 Phase 3 as recorded in Map Book 41 Page 65 of the Pitt County Register of Deeds and the western property lines of Lots 44-46 Block E of the Treetops Subdivision Section 5 Phase 1 as recorded in Map Book 35 Page 180 of the Pitt County Register of Deeds in a northerly direction for 1,315± feet; thence running along the northern property line of Lot 46 Block E of the Treetops Subdivision Section 5 Phase 1 as recorded in Map Book 35 Page 180 of the Pitt County Register of Deeds and crossing over Winding Branches Drive in an easterly direction for 100± feet returning to the point of beginning containing 35.22± acres.

Section 2. That the following described territory is rezoned from R9 (Residential), OR (Office-Residential) and RA20 (Residential-Agricultural) to R9S (Residential-Single-Family).

TO WIT: Eastwood Subdivision Area.

LOCATION: Located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad.

DESCRIPTION: Beginning at a known point, said point being the intersection of the northern right-of-way of the Norfolk Southern Railroad and the northern right-of-way of Fourteenth Street; thence running along the northern right-of-way of Fourteenth Street in a northerly direction for 290± feet; thence running along the eastern right-of-way of SE Greenville Boulevard in an easterly direction for 2,670± feet; thence running along the southern right-of-way of Devonshire Road in and easterly direction for 1,090± feet; thence running

along the western property lines of Lot 44 Block C and Lot 1 Block A of the Eastwood Subdivision Section 8 Phase 1 as recorded in Map Book 33 Page 160 of the Pitt County Register of Deeds in a southerly direction for 350± feet; thence running along the southern property lines of Lots 1-3 Block A of the Eastwood Subdivision Section 8 Phase 1 as recorded in Map Book 33 Page 160 of the Pitt County Register of Deeds in an easterly direction for 385±; thence running along the western property lines of Lots 5-10 Block A of the Eastwood Subdivision Section 8 Phase 1 as recorded in Map Book 33 Page 160 of the Pitt County Register of Deeds in a southerly direction for 550± feet; thence running along the southern property lines of Lots 33-39 of the Eastwood Subdivision Section 7 as recorded in Map Book 20 Page 26 and Lots 17-14, 11 and 10 of the Eastwood Subdivision Section 6 as recorded in Map Book 16 Page 55, and Lot 5 Block H, Lots 7 and 8 Block J of the Eastwood Subdivision Section 4 as recorded in Map Book 13 Page 55 and Lots 1 and 12 Block K of the Eastwood Subdivision Section 3 as recorded in Map Book 12 Page 22 to the intersection of the southern right-of-way of Wilkshire Drive and the eastern corner of Lot 4 Block M of the Eastwood Subdivision Section 3 as recorded in Map Book 12 Page 22 of the Pitt County Register of Deeds in a westerly direction for 2,200± feet; thence running along the southern right-of-way of Wilkshire Drive in an easterly direction for 25± feet; thence running along the eastern property line of parcel number 37695 as recorded in Deed Book 205 Page 756 of the Pitt County Register of Deeds in a southerly direction for 855± feet; thence running along the northern right-of-way of the Norfolk Southern Railroad in a northwesterly direction for 1,275± feet returning to the point of beginning containing 75.33± acres.

Section 3. That the following described territory is rezoned from R6 (Residential) to R6S (Residential-Single-Family).

TO WIT: Summerfield Subdivision (a portion of)

LOCATION: Located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road

DESCRIPTION: Beginning at a known point, said point being the intersection of the southwest corner of Lot 23B Block A of the Summerfield Subdivision Phase 1, Section 3 and revision of Phase1, Section 1, Lot 23 and revision of Phase 1, Section 2, Lots 32, 33, and 34 as recorded in Map Book 33 Page 89 of the Pitt County Register of Deeds and the northern right-of-way of Peed Drive; thence running

along the western property line of Lot 23B Block A of the Summerfield Subdivision Phase 1, Section 3 and revision of Phase 1, Section 1, Lot 23 and revision of Phase 1, Section 2, Lots 32, 33, and 34 as recorded in Map Book 33 Page 89 of the Pitt County Register of Deeds in a northerly direction for 165± feet; thence running along the northern property lines of Lots 23A and 23B Block A, crossing over McLawhorn Drive, and running along the northern property lines of Lots 52-41 Block C of the Summerfield Subdivision Phase 1, Section 3 and revision of Phase 1, Section 1, Lot 23 and revision of Phase 1, Section 2, Lots 32, 33, and 34 as recorded in Map Book 33 Page 89 of the Pitt County Register of Deeds in an easterly direction for 1,290± feet; thence running along the eastern property line of Lot 13 Block B of the Summerfield Subdivision Phase 1, Section 3 and revision of Phase 1, Section 1, Lot 23 and revision of Phase 1, Section 2, Lots 32, 33, and 34 as recorded in Map Book 33 Page 89 of the Pitt County Register of Deeds in a northerly direction for 150± feet; thence running along the southern right-of-way of McLawhorn Drive for 105± feet; thence crossing over McLawhorn Drive running along the western property line of Lot 25 Block A of the Summerfield Subdivision Phase 1, Section 2 as recorded in Map Book 32 Page 254 of the Pitt County Register of Deeds in a northerly direction for 190± feet; thence running along the northern property lines of Lots 25-27 Block A, crossing over Durant Road and running along the northern property line of Lot 34 Block C of Summerfield Subdivision Phase 1, Section 3 and revision of Phase 1, Section 1, Lot 23 and revision of Phase 1, Section 2, Lots 32, 33, and 34 as recorded in Map Book 33 Page 89 of the Pitt County Register of Deeds in an easterly direction for 505± feet; thence running along the eastern property lines of Lots 32-35 Block C of the Summerfield Subdivision Phase 1, Section 3 and revision of Phase 1, Section 1, Lot 23 and revision of Phase 1, Section 2, Lots 32, 33, and 34 as recorded in Map Book 33 Page 89 of the Pitt County Register of Deeds in a southerly direction for 365± feet; thence running along the northern property line of Lot 36 Block C of the Summerfield Subdivision Phase 1, Section 3 and revision of Phase 1, Section 1, Lot 23 and revision of Phase 1, Section 2, Lots 32, 33, and 34 as recorded in Map Book 33 Page 89 of the Pitt County Register of Deeds in an easterly direction for 60± feet; thence running along the eastern property line of Lot 36 Block C of the Summerfield Subdivision Phase 1, Section 3 and revision of Phase 1, Section 1, Lot 23 and revision of Phase 1, Section 3, Lots 32, 33, and 34 as recorded in Map Book 33 Page 89 of the Pitt County Register of Deeds and crossing over Peed Drive in a southerly direction for 240± feet; thence running along the southern right-of-way Peed Drive in a westerly direction for 900± feet; thence

running along the eastern property lines of Lots 32-26 Block E of the Summerfield Subdivision Phase 2, Section 2 as recorded in Map Book 33 Page 104 of the Pitt County Register of Deeds in a southerly direction for 675± feet; thence running along the southern property lines of Lots 26-25 Block E of the Summerfield Subdivision Phase 2, Section 2 as recorded in Map Book 33 Page 104 of the Pitt County Register of Deeds in a northwesterly direction for 210± feet; thence running along the southern property lines of Lots 24-17 Block E of the Summerfield Subdivision Phase 2, Section 2 as recorded in Map Book 33 Page 104 of the Pitt County Register of Deeds in a northwesterly direction for 805± feet; thence crossing over Peed Drive in a northerly direction for 60± feet returning to the point of beginning containing 17.80± acres.

Section 4. That the following described territory is rezoned from RA20 (Residential-Agricultural) and R9 (Residential) to R9S (Residential-Single-Family).

TO WIT: Countryside Estates, Holly Pines, and Oakgrove Estates Areas.

LOCATION: Located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road.

DESCRIPTION: Beginning at a known point, said point being the intersection of the southeast corner of Lot 3 Block J of the Oakgrove Estates Subdivision as recorded in Map Book 21 Page 194 of the Pitt County Register of Deeds and the northern right-of-way of Fleming School Road; thence running along the northern right-of-way of Fleming School Road in a northwesterly direction for 3,750± feet; thence crossing over Fleming School Road running along the southern property lines of Lots 30-26 of the Holly Pine Subdivision Phase II as recorded in Map Book 46 Page 40 and Lots 25-18 of the Holly Pine Subdivision as recorded in Map Book 45 Page 149 of the Pitt County Register of Deeds in a westerly direction for 1,865± feet; thence running along the western property lines of Lots 18-16, 13 and 12 of the Holly Pines Subdivision as recorded in Map Book 45 Page 149 of the Pitt County Register of Deeds in a northerly direction for 1,100±; thence running along the northern property lines of Lots 11-4 of the Holly Pine Subdivision as recorded in Map Book 45 Page 149 and Lots 3-1 of the Holly Pine Subdivision Phase II as recorded in Map Book 46 Page 40 of the Pitt County Register of Deeds in an easterly direction for 1,870± feet; thence running along the western right-of-way of Fleming School Road in a southerly direction for 170± feet; thence crossing over Fleming School Road running along the northern property lines of Lots 41-48 of the Countryside

Estates Subdivision as recorded in Map Book 55 Page 48C and Lots 49-54, 56 and 57 of the Countryside Estates Subdivision as recorded in Map Book 55 Page 48B of the Pitt County Register of Deeds in an easterly direction for 1,840± feet; thence running along the western property lines of Lots 8-17 Block B of the Oakgrove Estates Subdivision as recorded in Map Book 21 Page 194 and 194A, crossing over Rackley Drive and along the western property lines of Lots 5 and 4 Block B of the Oakgrove Estates Subdivision Section 3 as recorded in Map Book 22 Page 70 of the Pitt County Register of Deeds in northerly direction for 1,700± feet; thence running along the northern property line of Lot 4 Block B of the Oakgrove Estates Subdivision Section 3 as recorded in Map Book 22 Page 70 of the Pitt County Register of Deeds in a northeasterly direction for 200± feet; thence running along the southern right-of-way of Staton House Road in an easterly direction for 630± feet; thence running along the eastern property lines of Lots 3 and 1 Block A of the Oakgrove Estates Subdivision Section 3 as recorded in Map Book 22 Page 70A and Lots 17-4 Block D of the Oakgrove Estates Subdivision as recorded in Map Book 21 Page 194 and 194A of the Pitt County Register of Deeds in a southerly direction for 1,395± feet; thence running along the northern property line of Lot 1 Block D of the Oakgrove Estates Subdivision as recorded in Map Book 21 Page 194 of the Pitt County Register of Deeds in an easterly direction for 150± feet; thence running along the eastern property line of Lot 1 Block D of the Oakgrove Estates Subdivision as recorded in Map Book 21 Page 194, crossing over Glenda Street and along the eastern property lines of Lots 19, 15, 14, 9-3 Block J of the Oakgrove Estates Subdivision as recorded in Map Book 21 Page 194 and 194A of the Pitt County Register of Deeds in a southerly direction for 1,800± feet returning to the point of beginning containing 97.27± acres.

Section 4. That the following described territory is rezoned from RA20 (Residential-Agricultural) and R6 (Residential) to R6S (Residential-Single-Family).

TO WIT: Oakhurst Subdivision Area.

LOCATION: Located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision.

DESCRIPTION: Beginning at a known point, said point being the intersection of the northwest corner of Lot 3 Block C of the Oakhurst Subdivision Section 2 as recorded in Map Book 22 Page 15 A of the Pitt

County Register of Deeds and the eastern right-of-way of Fox Haven Drive; thence running along the northern property line of Lot 3 Block C of the Oakhurst Subdivision Section 2 as recorded in Map Book 22 Page 15 A of the Pitt County Register of Deeds in an easterly direction for 160± feet; thence running along the eastern property lines of Lots 3-1 Block C of the Oakhurst Subdivision Section 2 as recorded in Map Book 22 Page 15 and 15 A, crossing over Quail Hollow Road in a southerly direction for 375± feet; thence running along the southern right-of-way of Quail Hollow Road in a westerly direction for 155± feet; thence running along the eastern property line of Lot 8 Block B of the Oakhurst Subdivision Section 2 as recorded in Map Book 22 Page 15 of the Pitt County Register of Deeds in a southerly direction for 200± feet; thence running along the northern property lines of Lots 5 and 4 Block B of the Oakhurst Subdivision Section 2 as recorded in Map Book 22 Page 15 in an easterly direction for 80+ feet; thence running along the eastern property lines of Lots 4 – 1 Block B of the Oakhurst Subdivision Section 2 as recorded in Map Book 22 Page 15 and the parcel referenced in Deed Book Q44 Page 98 in the Pitt County Register of Deeds in a southerly direction for 710± feet; thence running along the southern property line of the parcel referenced in Deed Book Q44 Page 98 and Lots 10-14 Block A of the Oakhurst Subdivision Section 2 as recorded in Map Book 22 Page 15 of the Pitt County Register of Deeds in a westerly direction for 1,095± feet; thence running along Hardee Creek in a northerly direction for 2,100± feet; thence running along the northern property line of Lot 13 Block A of the Oakhurst Subdivision as recorded in Map Book 8 Page 92 of the Pitt County Register of Deeds in an easterly direction for 87± feet; thence running along the western property line of Lot 7 Block A of the Oakhurst Subdivision as recorded in Map Book 8 Page 92 of the Pitt County Register of Deeds in a northerly direction for 272± feet; thence running along the southern right-of-way of East Tenth Street in an easterly direction for 720± feet; thence running along the eastern property line of the parcel referenced in Deed Book 835 Page 1 of the Pitt County Register of Deeds in a southerly direction for 270± feet; thence running along the northern right-of-way of Deerfield Drive and crossing over Fox Haven Road in an easterly direction for 265± feet; thence running along the eastern right-of-way of Fox Haven Drive in a southerly direction for 80± feet returning to the point of beginning containing 33.67± acres.

Section 5. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 6. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 7. That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Ordinance, requested by Theraldine H. Forbes, to rezone 21.24 acres located north of Forlines Road, directly east of South Central High School, south of Swift Creek Swamp (Gum Swamp Canal), and 2,400± feet west of Reedy Branch Road from RA20 (Residential-Agricultural) to R6A (Residential [Medium Density Multi-family])

Explanation: The request involves the rezoning of 21.24 acres as referenced above. Please see attached rezoning request report. This request is located within the Extrterritorial Jurisdiction of the City of Greenville.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the current and proposed zoning districts are in compliance with the HORIZONS: Greenville's Community Plan and Future Land Use Plan Map.

The Planning and Zoning Commission, at their March 20, 2007 meeting, voted to approve the request.

If City Council determines to approve the rezoning request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance included 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.

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

Attachments / click to download

- [Certificate of Mailed Notices](#)
 - [Survey](#)
 - [Locational Map](#)
 - [Ordinance for Theraldine H Forbes](#)
 - [_Theraldine_H_Forbes](#)
 - [02_Theraldine_H_Forbes](#)
 - [Theraldine Forbes List of Uses](#)
 - [P_and_Z_Minutes_for_Forbes_request](#)
-

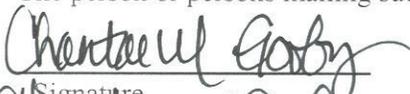
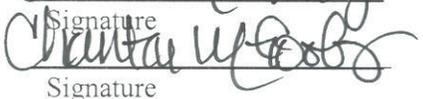
NORTH CAROLINA
PITT COUNTY

CERTIFICATE OF MAILED NOTICES

The undersigned employee or employees of the City of Greenville, Planning and Community Development Department do hereby certify that the mailing requirements for notice of rezoning pursuant to GS 160A-384 have been complied with for the following rezoning requests:

1. **07-01-** Ordinance, requested by the Community Development Department, as recommended by the Task Force on Preservation of Neighborhoods and Housing to rezone 259.29± acres (excluding street rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road from R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 1]; in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20 (Residential-Agricultural), OR (Office-Residential [High Density Multi-Family]) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 2]; in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 3]; in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 (Residential-Agricultural) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 4]; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 (Residential-Agricultural) and R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 5].
2. **07-02-** Ordinance, requested by Theraldine H. Forbes, to rezone 21.24 acres located north of Forlines Road, directly east of South Central High School, south of Swift Creek Swamp (Gum Swamp Canal) and 2,400± feet west of Reedy Branch Road from RA20 (Residential-Agricultural) to R6A (Residential [Medium Density Multi-Family]).
3. **07-03-** Ordinance, requested by DVML, LLC, to rezone 13.922 acres located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205± feet north of Thomas Langston Road, and 180± feet east of the Providence Place Subdivision from R6A (Residential [Medium Density Multi-Family]) to R6 (Residential [High Density Multi-Family]).
4. **07-04-** Ordinance, requested by Tommie L. Little, to rezone 14.306 acres located 580± feet south of the Westhaven Subdivision and immediately south of the proposed Thomas Langston Road Extension, along the western of the right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive from R9S (Residential-Single-Family [Medium Density]) to R6S (Residential-Single-Family [Medium Density]).

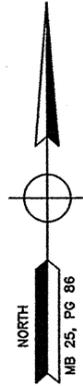
The person or persons mailing such notices and making this certificate are:


 Signature

 Signature

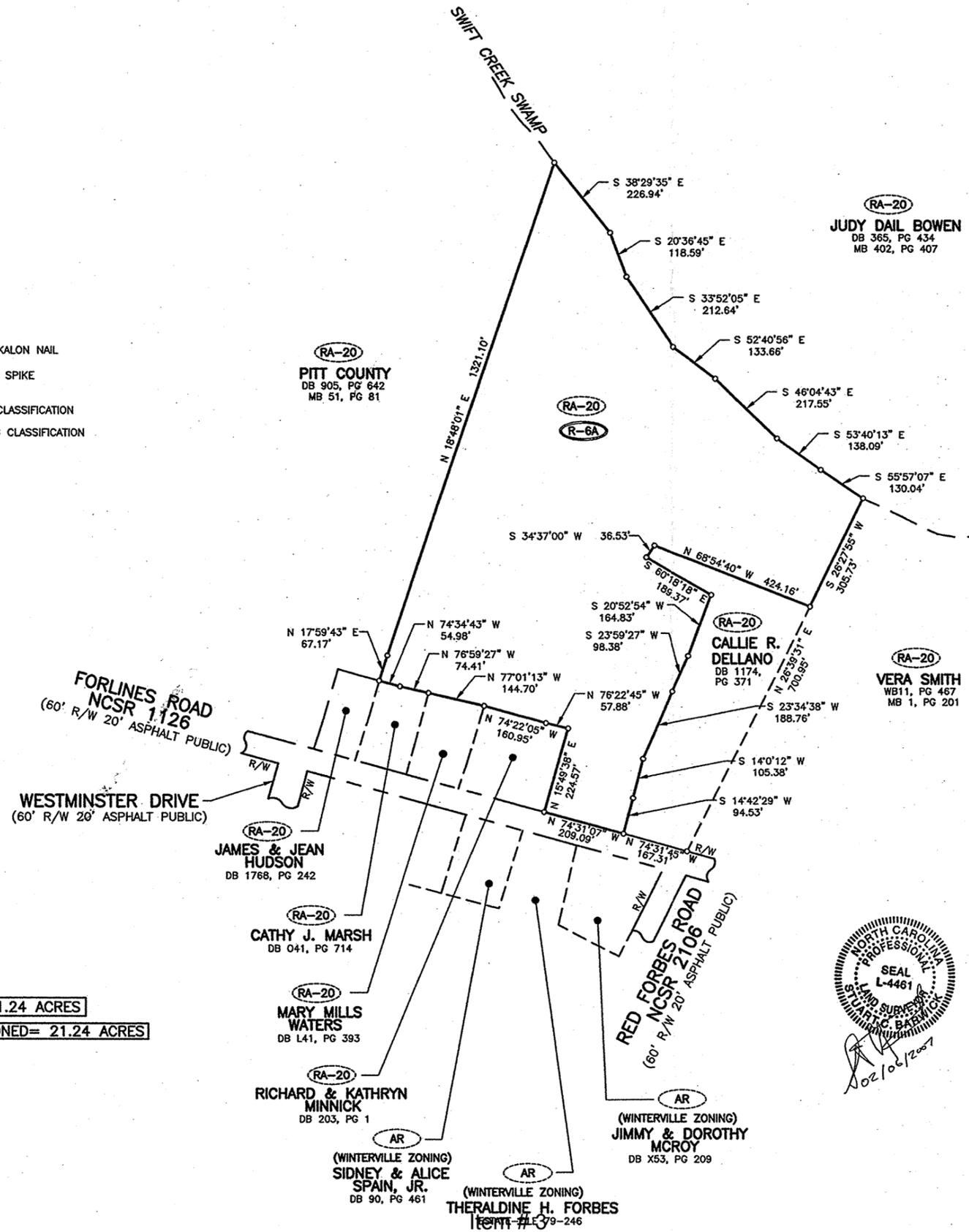
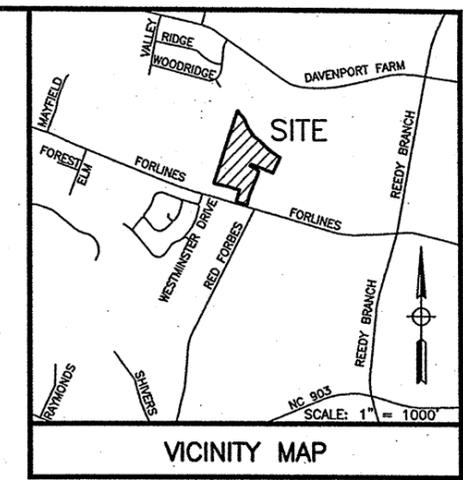

 Printed Name

 Printed Name

03/06/07
 Date (Planning & Zoning)
03/27/07
 Date (City Council)

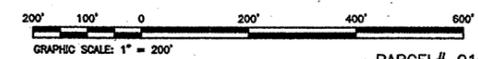


LEGEND
 R/W = RIGHT-OF-WAY
 EPKN = EXISTING PARKER KALON NAIL
 C/L = CENTERLINE
 ERRS = EXISTING RAILROAD SPIKE
 EIP = EXISTING IRON PIPE
 ○ = EXISTING ZONING CLASSIFICATION
 ○ = PROPOSED ZONING CLASSIFICATION

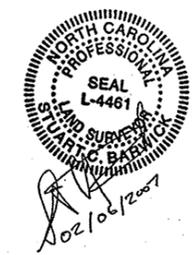


- NOTES**
1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 2. THIS MAP IS A SURVEY OF ANOTHER CATEGORY.
 3. NO SURVEY WAS PERFORMED IN THE PRODUCTION OF THIS MAP BY BALDWIN & ASSOCIATES. INFORMATION USE IN THE PRODUCTION OF THIS MAP WAS TAKEN FROM THE PITT COUNTY TAX MAPS.

TOTAL AREA = 21.24 ACRES
 TOTAL AREA TO BE REZONED = 21.24 ACRES



PARCEL# 010614
 TAX MAP# 4665.16-84-1124.000

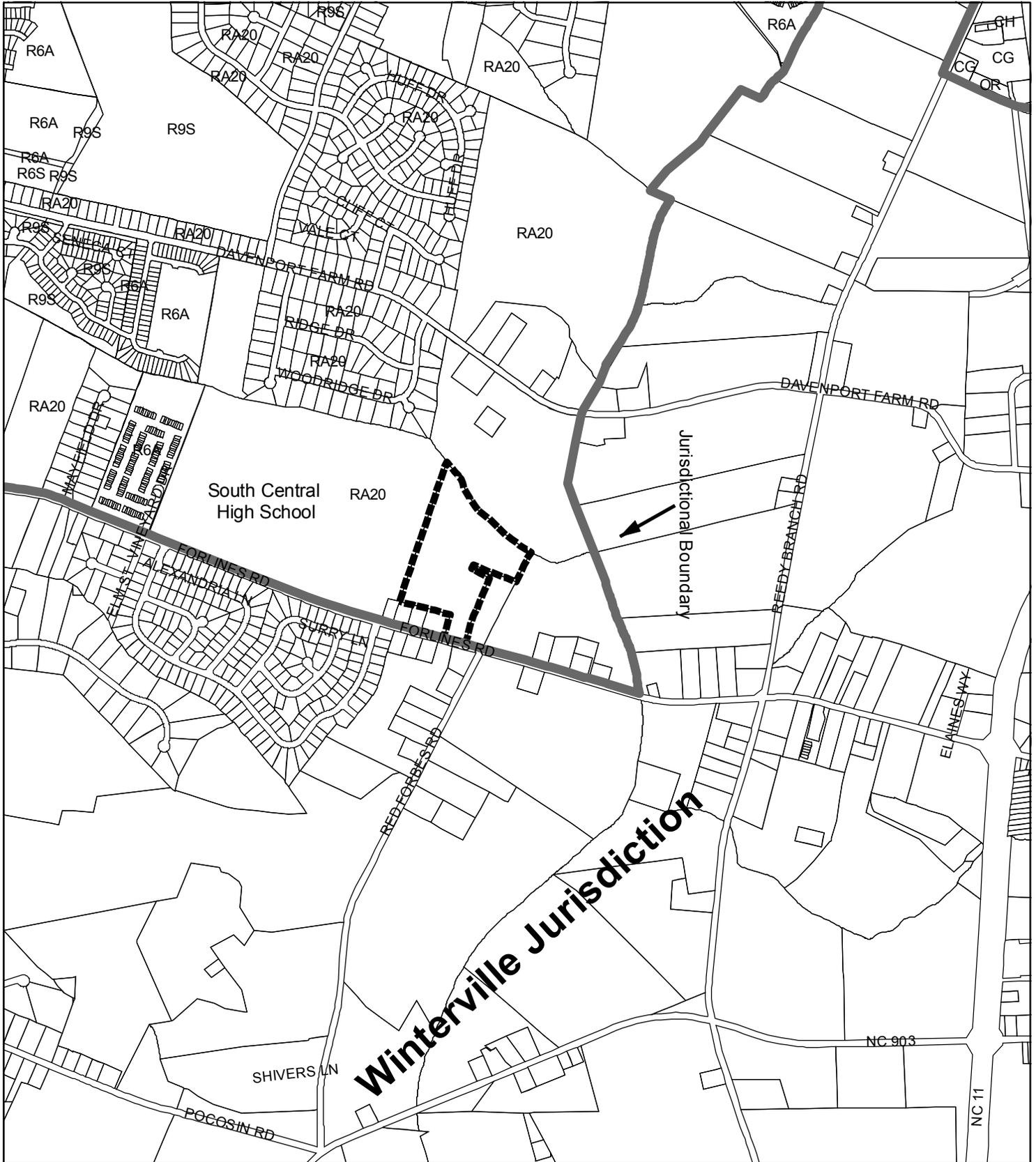


REZONING MAP FOR
THERALDINE H. FORBES
 REFERENCE: BEING A PORTION OF ESTATE FILE 79-246 OF THE PITT COUNTY CLERK OF THE COURTS OFFICE
 WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: THERALDINE H. FORBES
 ADDRESS: C/O: DR. RICHARD GORMAN
 214 WILSON POINT ROAD
 TRENT WOODS, NC 28562
 PHONE: (252) 671-1694

Baldwin and ASSOCIATES ENGINEERING, LAND SURVEYING AND PLANNING 1015 CONFERENCE DRIVE GREENVILLE, NC, 27858 (252) 756-1390	SURVEYED: DF	APPROVED: SCB
	DRAWN: DJH	DATE: 02/15/07
	CHECKED: SCB	SCALE: 1" = 200'

Theraldine H. Forbes (07-02)



RA20 to R6A (21.24 acres)

-  Area Requested to be Rezoned
-  Land Parcels
-  Greenville ETJ
-  County Roads

2

Item # 3
Created
3/23/07

ORDINANCE NO. 07-____
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 April 12, 2007 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 R6A (Residential).

TO WIT: Theraldine H. Forbes, Dr. Richard F. Gorman Etal Property

LOCATION: Located north of Forlines Road, directly east of South Central High School, south of Swift Creek Swamp (Gum Swamp), and 2,400± feet west of Reedy Branch Road

DESCRIPTION: Beginning at a point on the northern right-of-way of NCSR 1126 (Forlines Road) said point being the southeastern corner of the Richard and Kathryn Minnick Property as described in Deed Book 203 Page 1 of the Pitt County Register of Deeds Office. From the above described beginning, so located, running thence as follows:

 Leaving the northern right-of-way of NCSR 1126 (Forlines Road), N 15°49'38" E, 224.57 feet, thence N 76°22'45" W, 57.88 feet, thence N 74°22'05" W, 160.95 feet, thence N 77°01'13" W, 144.70 feet, thence N 76°59'27" W, 74.41 feet, thence N 74°34'43" W, 54.98 feet, thence N 17°59'43" E, 67.17 feet, thence N 18°48'01" E, 1,321.10 feet, thence S 38°29'35" E, 226.94 feet, thence S

20°36'45" E, 118.59 feet, thence S 33°52'05" E, 212.64 feet, thence S 52°40'56" E, 133.66 feet, thence S 46°04'43" E, 217.55 feet, thence S 53°40'13" E, 138.09 feet, thence S 55°57'07" E, 130.04 feet, thence S 26°27'55" W, 305.73 feet, thence N 68°54'40" W, 424.16 feet, thence S 34°37'00" W, 36.53 feet, thence S 60°18'18" E, 189.37 feet, thence S 20°52'54" W, 164.83 feet, thence S 23°59'27" W, 98.38 feet, thence S 23°34'38" W, 188.76 feet, thence S 14°00'12" W, 105.38 feet, thence S 14°42'29" W, 94.53 feet to a point on the northern right-of-way of NCSR 1126 (Forlines Road), thence with the northern right-of-way of NCSR 1126 (Forlines Road), N 74°31'07" W, 209.09 feet to the point of beginning containing 21.24 acres and being a portion of the property described in Estate File 79 Page 246 of the Pitt County Clerk of Courts 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.

ADOPTED this 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Rezoning Request Report

Prepared by Greenville's Planning and Community Development Department

Staff Contacts: Niki S. Jones, 329-4518

Chantae M. Gooby, 329-4507

1. **Applicant:** Ordinance, requested by Theraldine H. Forbes, to rezone 21.24 acres located north of Forlines Road, directly east of South Central High School, south of Swift Creek Swamp (Gum Swamp Canal) and 2,400± feet west of Reedy Branch Road from RA20 (Residential-Agricultural) to R6A (Residential [Medium Density Multi-Family]).

2. **Date:** February 21, 2007

3. **Requested Change:**

Existing: RA20 (Residential-Agricultural)

Proposed: R6A (Residential [Medium Density Multi-Family])

Note: In addition to 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.

4. **Location:** Located north of Forlines Road, directly east of South Central High School, south of Swift Creek Swamp (Gum Swamp Canal) and 2,400± feet west of Reedy Branch Road.

5. **Size:** 21.24 acres

6. **Comprehensive Plan:**

Forlines Road is designated as a “residential” corridor. Along residential corridors, office, service and retail activities should be specifically restricted to the focus areas and linear expansion outside the focus area node should be prohibited.

The Future Land Use Plan Map recommends medium density residential along the northern right-of-way of Forlines Road and west of Swift Creek. The Future Land Use Plan Map further recommends conservation/open space along the northern boundary of the subject tract.

The Future Land Use Map identifies certain areas for conservation/open space uses. The map is not meant to be dimensionally specific, and may not correspond precisely with conditions on the ground. When considering rezoning requests or other development proposals, some areas classified as conservation/open space may be determined not to contain anticipated development limitations. In such cases, the future preferred land use should be based on adjacent Land Use Plan designations, contextual considerations, and the general policies of the comprehensive plan.

7. Thoroughfare/Traffic Volume (PW-Engineering Division) Report Summary

Development under the proposed rezoning could generate an additional 950 vehicle trips per day, which is a net increase of 300 additional trips per day on Forlines Road compared to existing zoning.

During the review process, measures to mitigate traffic impacts will be identified. These measures may include limiting access onto Forlines Road, constructing turn lanes into the development, and intersection improvements.

Detailed Report Attached

8. History/Background:

In 1998, the subject tract was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a sanitary sewer outfall extension project and was zoned RA20 (Residential-Agricultural).

9. Present Land Use:

Farmland

10. Utilities:

The closest GUCO water and sewer is available to the west at South Central High School.

11. Historic Sites:

There is no known effect on designated sites.

12. Environmental Conditions/Constraints:

The northern boundary of the subject tract is impacted by the 100 year floodplain associated with Swift Creek Swamp (gum Swamp).

13. Surrounding Land Uses:

North: RA20 – Vacant, Swift Creek Swamp (Gum Swamp)

South: RA20 - Four (4) Single-Family residences fronting Forlines Road and vacant

East: RA20 – One (1) Single-Family residence and woodlands

West: RA20 – South Central High School

14. Density Estimates

Gross Acreage: 21.24 acres

Net Acreage: 20.24 acres (approx. 8 acres in Swift Creek Swamp flood hazard area)

Current zoning: RA20 (Residential-Agricultural)

Requested zoning: R6A (Residential [Medium Density Multi-Family])

At the current zoning (RA20), staff would anticipate the site to yield approximately 40 single-family cluster lots based on similar site development (Field Stream Cluster Subdivision).

At the proposed zoning (R6A), staff would anticipate the site to yield approximately 120 multi-family units (2 & 3 bedrooms) based on similar site development (The Vineyards). At maximum density, staff would anticipate the site would to yield approximately 150 multi-family units (1, 2, & 3 bedrooms).

The anticipated build-out is 3-5 years.

RECOMMENDATION:

In staff's opinion, the current and proposed zoning districts are in compliance with the Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

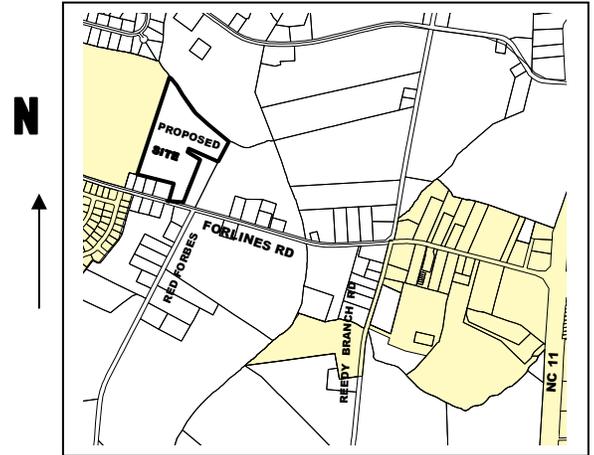
REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 07-02

Applicant: Theraldine Forbes

Property Information

Current Zoning: RA20
Proposed Zoning: R6A
Current Acreage: 21 acres
Location: Forlines Road
Points of Access: Forlines Road



Location Map

Transportation Background Information

1.) Forlines Road (State maintained)

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lane paved shoulder	5-lane curb and gutter
Right of way width (ft)	60	90
Speed Limit (mph)	55	
Current ADT:	5,500(*)	Design ADT: 12,000 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	
Other Information:	There are no sidewalks along either side of Forlines that service this property.	

Notes: (*) 2005 City count
 ADT – Average Daily Traffic volume
 (**) Traffic volume based on an operating Level of Service D for existing geometric conditions.

Transportation Improvement Program Status:

No projects planned

Trips generated by proposed use/change:

Current Zoning: 650 -vehicle trips/day (*) **Proposed Zoning:** 950 -vehicle trips/day (*)

Estimated Net Change: 300 increase of -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.)

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

1.) Forlines Road, West of Site (“No build” ADT of 5,500)

Estimated ADT with Proposed Zoning (full build) – 5,785
 Estimated ADT with Current Zoning (full build) – 5,695
Net ADT change – 90 (3% increase)

2.) Forlines Road, East of Site (“No build” ADT of 5,500)

Estimated ADT with Proposed Zoning (full build) – 6,165
 Estimated ADT with Current Zoning (full build) – 5,955
Net ADT change – 210 (7% increase)

Case No: 07-02

Applicant: Theraldine Forbes

Staff Findings/Recommendations:

Development under the proposed rezoning could generate an additional 950 - vehicle trips per day, which is a net increase of 300 additional trips per day on Forlines Road compared to existing zoning.

During the review process, measures to mitigate traffic impacts will be identified. These measures may include limiting access onto Forlines Road, constructing turn lanes into the development, and intersection improvements.

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

(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

R6A (Residential)

Permitted Uses

(1) General:

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

(2) Residential:

- a. Single-family dwelling
- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article I
- 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

R6A (Residential)

Special Uses

(1) General:

* None

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- l. Group care facility
- n. Retirement center or home
- p. Board or rooming house
- r. Fraternity or sorority house
- o.(1). Nursing, convalescent center or maternity home; minor 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:

* None

(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)
- m. Multi-purpose center
- t. Guest house, college and other institutions of higher learning

(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

REQUEST BY THERALDINE H. FORBES – APPROVED

Chairman Tozer stated that the next request is by Theraldine H. Forbes, to rezone 21.24 acres located directly east of South Central High School, 1,055± feet south of Davenport Farm Road, 2,400± feet west of Reedy Branch Road, and along the northern right-of-way of Forlines Road from RA20 (Residential-Agricultural) to R6A (Residential [Medium Density Multi-Family]).

Ms. Gooby described the subject property. The subject property is located within Voting District 5. South Central High School is east of the subject property, a church is to the west and the remaining area is surrounded by single family. The property is currently vacant. The subject property is impacted by the 100 year floodplain to the north and east. Forlines Road is considered a residential corridor. The requested rezoning could generate an increase of 300 trips with the majority heading to the east. The Land Use Plan Map recommends medium density residential and the requested rezoning is considered medium density residential.

Mr. Mike Baldwin, Baldwin & Associates, spoke on behalf of the applicant. Mr. Baldwin stated that the request meets all the criteria for the requested rezoning. Mr. Baldwin stated that Forlines Road is at a 45 percent capacity with a design ADT of 12,000. Mr. Baldwin explained that during peak hours in the morning and afternoons there is congestion as is with other roads. Mr. Baldwin stated that left and right turn lanes will probably be required by the Department of Transportation. Mr. Baldwin stated that a wetlands specialist has been on site and there is approximately 5 to 8 acres that will be deemed wetlands and unusable.

Mr. Randall asked about the buffer requirements.

Mr. Baldwin stated that the bufferyard requirement would be a bufferyard “C” between multi-family and single family development.

Ms. Cathy Marsh, 544 Forlines Road, spoke in opposition. Ms. Marsh stated that the reason the request should be denied is that this section of Forlines Road is already overwhelmed. Ms. Marsh stated that she has contacted Dr. Reep of the school system and she is aware of the problem with traffic. Ms. Marsh cited South Central High School and Creekside Elementary School being in the area and the increase in traffic congestion as being a problem

and safety issue for students, residents and general public. Ms. Marsh stated that there are plans to establish a third school in the area. Ms. Marsh explained that the quality of life for the residents has been interrupted and lowered by the two schools. Multi-family developments attract individuals that are not concerned about the quality of life as homeowners. Ms. Marsh further stated that the request to rezone this property does not fit into the situation on Forlines Road. Ms. Marsh asked the Commission to deny the request.

Mr. Tozer explained that the Commission members are provided with a detailed traffic report on all rezoning issues from the Engineering Division. The traffic report in reference to this particular rezoning request states it is within the realm of the increase that the Engineering Division established.

Ms. Marsh asked how the Engineering Department established these counts. Ms. Marsh stated that there were counters on Forlines Road until it was destroyed. Ms. Marsh explained that she cannot understand how the report does not indicate that the traffic is extremely heavy on Forlines Road.

Mr. Kyle Garner, Transportation Planner, stated that a traffic counter was placed on Forlines Road for three days. An average of the count for those days was approximately 6,000. The average for the peak hours was approximately 600 vehicles. Mr. Garner stated that Forlines Road is a NCDOT highway and considered a major thoroughfare but there are no plans for improvements at this time. Mr. Garner stated that the counter was placed after Red Forbes Road near the subject property.

Ms. Marsh explained with the counter in that area the traffic from Creekside Elementary School could not have been included.

Mr. Barney Wilson, 549 Forlines Road, spoke in opposition. Mr. Wilson asked the Commission to consider the neighborhood when making the decision.

Ms. Kathryn Perkins, resident of Manchester Subdivision spoke in opposition. Ms. Perkins emphasized the increase in traffic with the two schools, the prospect of a third and other developments in the area. Ms. Perkins stated she has concerns with stormwater run off and the flooding of the road.

Mr. Dennis Marshall, resident of Manchester Subdivision spoke in opposition. Mr. Marshall reiterated the concerns of safety in regards to the increase of traffic due the schools. Mr. Marshall stated that the traffic will be worse if development is continuously allowed on Forlines Road.

Ms. Katherine Minnick, 526 Forlines Road, spoke in opposition. Ms. Minnick spoke of the drainage problem in the area and her concerns. Ms. Minnick stated that there were two ditches in the past but they have been covered so there is no drainage. Ms. Minnick asked the Commission not to recommend this rezoning.

Chairman Tozer explained the rules and regulations of stormwater drainage.

Mr. Tom Marsh, stated that there is a third school planned for this area and therefore the traffic will become worse than previously described.

Mr. Art Dellano, spoke in opposition. Mr. Dellano asked the Commission to consider the quality of life for the residents in the area. Mr. Dellano asked why everything had to be developed to the maximum. Mr. Dellano stated that another development in the area along with the schools will endanger the residents and others because of the increase of traffic.

Mr. James Cladius, resident of Manchester Subdivision, spoke in opposition. Mr. Cladius explained that the development of multi-family will decrease the property values of homes in the area and will raise crime.

Mr. Baldwin spoke in rebuttal by stating that the criteria for rezoning this property has been met. Mr. Baldwin stated that he is sensitive to the neighborhood's concerns but nothing said contradicts what he had stated as his role of petitioner. The traffic speaks for itself. Mr. Baldwin stated that the location of this property is located within the highest growth area of the city. Mr. Baldwin explained that the schools are a driving force for development in this area. Mr. Baldwin reiterated that the request is in compliance with the Comprehensive Plan.

Mr. Wilson stated that there some contradiction stated earlier that the request is a benefit to public health and he doesn't see the development as being a benefit to public health.

Mr. Baldwin replied by stating that it is a benefit because the development will provide a place for people to live.

Mr. Wilson stated that benefit of being injured, traffic accidents, etc. are not a public health.

Mr. Baldwin stated that he is referring to the report that staff prepared.

Mr. Wilson stated that the traffic report that staff prepared states that traffic exceeds the estimated current zone.

Mr. Baldwin stated that will occur with any rezoning. Mr. Baldwin stated that the traffic will not exceed the design ADT, Forlines Road is at 45 percent capacity.

Mr. Wilson spoke in rebuttal by stating that there are rental units in the Vineyards.

Mr. Dellano spoke in rebuttal by stating the residents of Vineyards are paying \$750 a month in rent.

Ms. Marsh asked the Commission to remember that another school will be built in the immediate area.

Mr. Ramey stated he understands the traffic problem of the residents but the request meets all the criteria required to rezone the property.

Mr. Randall reiterated that the request meets the rezoning requirements. Mr. Randall stated that the Commission heard overwhelming opposition in respect to the quality of life of the neighborhood if the property is rezoned. However does the Commission vote to approve the request because it meets the requirements or does the Commission try to change the requirements for this one parcel.

Mr. Bell stated that he believes the quality of life for residents around change which is very important.

Mr. Moye stated that the overriding theme of this particular request is the amount of growth in that part of the county. The Commission has heard

about the schools which the Commission has no control as well as no control over the traffic. This particular request meets the Horizons Plan and the long term growth for Greenville. If the Commission were to deny the request then a moratorium would have to be placed on any development in that area until some of the issues are resolved. Mr. Moye stated if some of the residents contacted persons within the City and modify or take some of these issues under advisement he would be in favor of that but he has no reason to deny the request.

Mr. Wilson stated that he appreciates what the Commission members are saying but feels there should be some symbolic gesture that maybe there something wrong. Mr. Wilson said that symbolically the request should be denied.

Motion was made by Mr. Ramey, seconded by Mr. Randall, to recommend approval of 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. Those voting in favor: Stokes, Moye, Basnight, Randall and Ramey. Those voting in opposition: Bell and Wilson. Motion carried.



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Ordinance, requested by DVML, LLC, to rezone 13.922 acres located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205± feet north of Thomas Langston Road, and 180± feet east of Providence Place Subdivision from R6A (Residential [Medium Density Multi-Family]) to R6 (Residential [High Density Multi-Family])

Explanation: The request involves the rezoning of 13.922 acres as referenced above. Please see the attached rezoning request report.

Fiscal Note: No cost to the City.

Recommendation: In that the Future Land Use Plan Map recommends medium density residential and the remaining western portion of the subject tract (9.666 acres) is to remain R6A (medium density residential), which would serve as the intended buffer between the commercial and medium density residential, it is staff's opinion that the request is in general compliance with the Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

The Planning and Zoning Commission, at their March 20, 2007 meeting, voted to approve the request.

If City Council determines to approve the rezoning 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

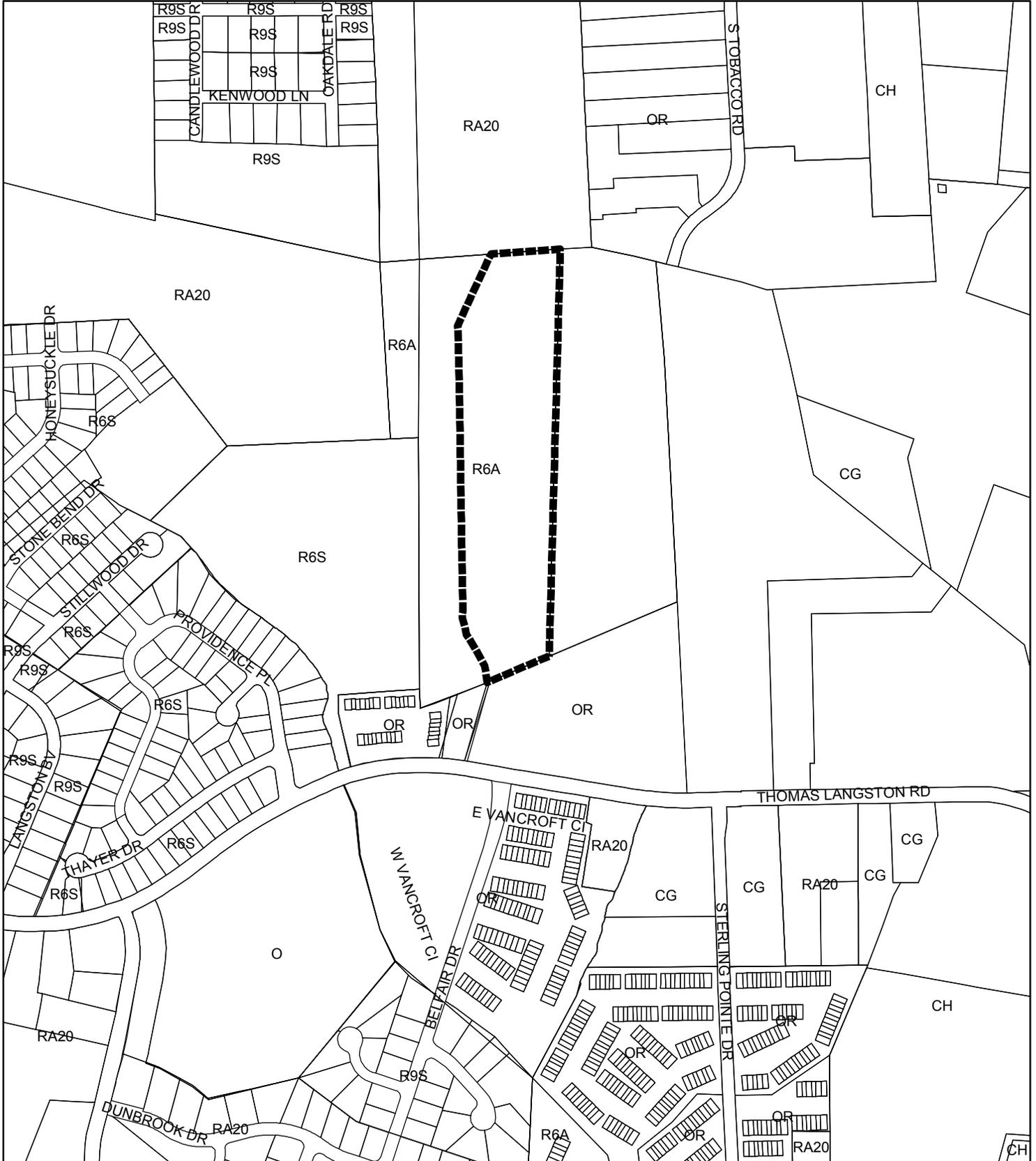
that the denial of the rezoning request is consistent with the adopted comprehensive plan and that the denial of the rezoning request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives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

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

Attachments / click to download

- [📄 Locational Map](#)
 - [📄 Survey](#)
 - [📄 Certificate of Mailed Notice](#)
 - [📄 Ordinance_for_DVML_LLC](#)
 - [📄 _DVML_LLC_Mar_2007](#)
 - [📄 26_DVML_LLC](#)
 - [📄 DVML_List_of_Uses](#)
 - [📄 P_and_Z_Minutes_for_DVML_request](#)
-

DVML, LLC (07-03)



R6A to R6 (13.922 acres)



Area Requested to be Rezoned



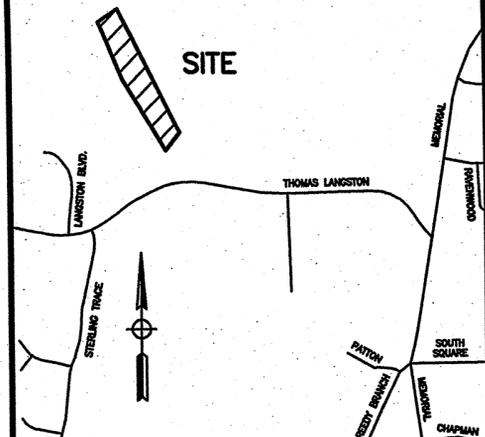
Land Parcels

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Item # 4
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02/26/2007

LEGEND

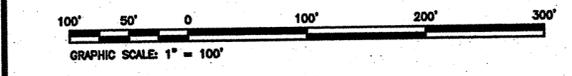
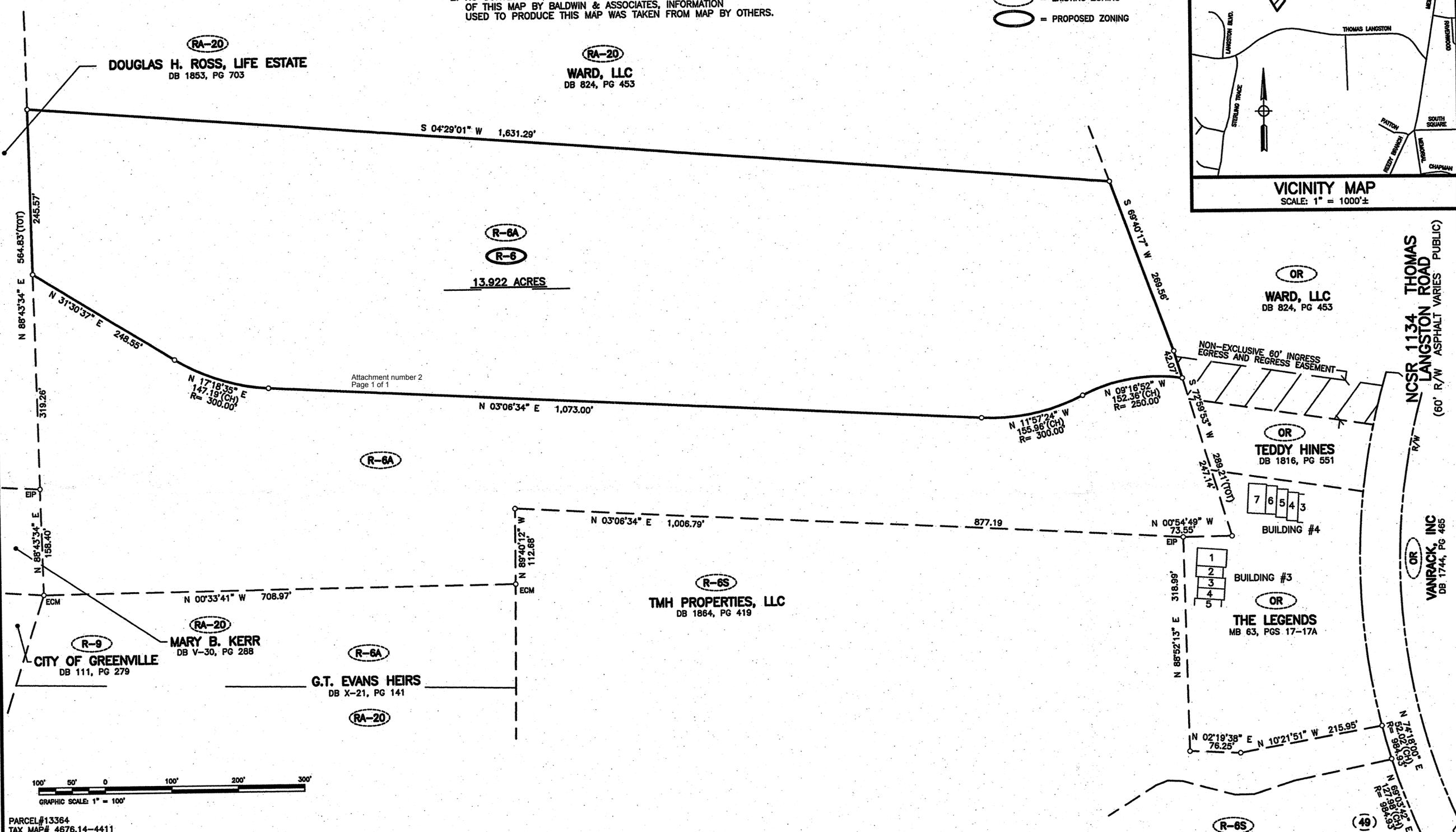
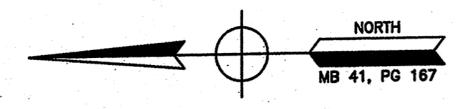
- R/W = RIGHT-OF-WAY
- EIP = EXISTING IRON PIPE
- ECM = EXISTING CONCRETE MONUMENT
- = EXISTING ZONING
- = PROPOSED ZONING



VICINITY MAP
SCALE: 1" = 1000'±

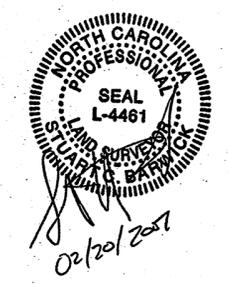
NOTES

1. THIS SURVEY IS OF ANOTHER CATEGORY.
2. NO SURVEY WAS PERFORMED IN THE PRODUCTION OF THIS MAP BY BALDWIN & ASSOCIATES, INFORMATION USED TO PRODUCE THIS MAP WAS TAKEN FROM MAP BY OTHERS.



PARCEL#13364
TAX MAP# 4676.14-4411

REZONING MAP FOR DVML, LLC	
REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1860, PAGE 214 OF THE PITT COUNTY REGISTRY. WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.	
OWNER: DVML, LLC ADDRESS: 1025-E DIRECTOR COURT GREENVILLE, NC 27858 PHONE: (252)531-7494	
	Baldwin and ASSOCIATES ENGINEERING, LAND SURVEYING AND PLANNING 1015 CONFERENCE DRIVE GREENVILLE, NC 27858 (252) 756-1390
SURVEYED: N/A	APPROVED: SCB
DRAWN: SCB	DATE: 02/20/2007
CHECKED: SCB	SCALE: 1/8" = 100'



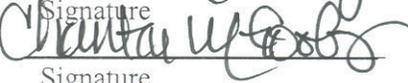
NORTH CAROLINA
PITT COUNTY

CERTIFICATE OF MAILED NOTICES

The undersigned employee or employees of the City of Greenville, Planning and Community Development Department do hereby certify that the mailing requirements for notice of rezoning pursuant to GS 160A-384 have been complied with for the following rezoning requests:

1. **07-01-** Ordinance, requested by the Community Development Department, as recommended by the Task Force on Preservation of Neighborhoods and Housing to rezone 259.29± acres (excluding street rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road from R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 1]; in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20 (Residential-Agricultural), OR (Office-Residential [High Density Multi-Family]) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 2]; in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 3]; in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 (Residential-Agricultural) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 4]; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 (Residential-Agricultural) and R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 5].
2. **07-02-** Ordinance, requested by Theraldine H. Forbes, to rezone 21.24 acres located north of Forlines Road, directly east of South Central High School, south of Swift Creek Swamp (Gum Swamp Canal) and 2,400± feet west of Reedy Branch Road from RA20 (Residential-Agricultural) to R6A (Residential [Medium Density Multi-Family]).
3. **07-03-** Ordinance, requested by DVML, LLC, to rezone 13.922 acres located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205± feet north of Thomas Langston Road, and 180± feet east of the Providence Place Subdivision from R6A (Residential [Medium Density Multi-Family]) to R6 (Residential [High Density Multi-Family]).
4. **07-04-** Ordinance, requested by Tommie L. Little, to rezone 14.306 acres located 580± feet south of the Westhaven Subdivision and immediately south of the proposed Thomas Langston Road Extension, along the western of the right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive from R9S (Residential-Single-Family [Medium Density]) to R6S (Residential-Single-Family [Medium Density]).

The person or persons mailing such notices and making this certificate are:


 Signature

 Signature


 Printed Name

 Printed Name

03/06/07
 Date (Planning & Zoning)
03/27/07
 Date (City Council)

ORDINANCE NO. 07-____
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 April 12, 2007 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 not fully consistent with the adopted comprehensive plan, however, in this instance it is an appropriate zoning classification, and that, because of this, the adoption of the ordinance rezoning the following described property is reasonable and in the public interest.

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

Section 1. That the following described territory is rezoned from R6A (Residential) to R6 (Residential).

TO WIT: DVML, LLC Property.

LOCATION: Located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205± feet north of Thomas Langston Road, and 180± feet east of the Providence Place Subdivision.

DESCRIPTION: Beginning at a point on the southern line of the Douglas H. Ross, Life Estate as described in Deed Book 1853 Page 703, said point being the northwestern corner of the Ward, LLC Property as described in Deed Book 824 Page 453 of the Pitt County Register of Deeds Office. From the above described beginning, so located, running thence as follows:

With the western lines of referenced Ward, LLC Property, S 04°29'01" W, 1,631.29 feet, S 69°40'17" W, 269.56 feet and S 72°59'53" W, 42.07 feet, thence with a curve to the left having a radius of 250.00 feet and a chord bearing N 09°16'52" W, 152.36

feet to a point of reverse curvature, thence with a curve to the right having a radius of 300.00 feet and a chord bearing N 11°57'24" W, 155.96 feet to the point of tangency, thence N 03°06'34" E, 1,073.00 feet to the point of curvature, thence with a curve to the right having a radius of 300.00 feet and a chord bearing N 17°18'35" E, 147.19 feet to the point of tangency, thence N 31°30'37" E, 248.55 feet, thence N 88°43'34" E, 245.57 feet to the point of beginning containing 13.922 acres and being a portion of the property described in Deed Book 1860 Page 214 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.

ADOPTED this 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Rezoning Request Report

Prepared by Greenville's Planning and Community Development Department

Staff Contacts: Niki S. Jones, 329-4518

Chantae M. Gooby, 329-4507

1. **Applicant:** Ordinance, requested by DVML, LLC, to rezone 13.922 acres located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205± feet north of Thomas Langston Road, and 180± feet east of the Providence Place Subdivision from R6A (Residential [Medium Density Multi-Family]) to R6 (Residential [High Density Multi-Family]).

2. **Date:** February 21, 2007

3. **Requested Change:**

Existing: R6A (Residential [Medium Density Multi-Family])

Proposed: R6 (Residential [High Density Multi-Family])

Note: In addition to 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.

4. **Location:** Located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205± feet north of Thomas Langston Road, and east of the Providence Place Subdivision.

5. **Size:** 13.922 acres (portion of property identified as parcel number 13364)

6. **Comprehensive Plan:**

Thomas Langston Road is considered a “residential” corridor. Along residential corridors, office, service, and retail activities should be specifically restricted to the associated focus area and linear expansion outside the focus area node should be prohibited.

The Future Land Use Plan Map recommends office/institutional/multi-family along the northern right-of-way of Thomas Langston Road transitioning to medium density residential in the interior areas. The office/institutional/multi-family transition is intended to serve as a buffer between the commercial and medium density residential area.

7. **Thoroughfare/Traffic Volume (PW-Engineering Division) Report Summary**

Development under the proposed rezoning could generate an additional 1,030 vehicle trips per day, which is a net increase of 350 additional trips per day on Thomas Langston Road compared to existing zoning.

During the review process, measures to mitigate traffic impacts will be identified. These measures may include limiting access onto Thomas Langston Road, constructing turn lanes into the development, and intersection improvements.

Detailed Report Attached

8. History/Background:

In 1972, the subject tract was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 (Residential-Agricultural). In 2004, the subject property was rezoned to R6A (Residential [Medium Density Multi-Family]) at the request of the property owner.

In 2006, there was a request to rezone the entire parcel (23.588 acres) from R6A (Residential [Medium Density Multi-Family]) to R6 (Residential [High Density Multi-Family]). The Planning and Zoning Commission recommended denial, and the request was withdrawn prior to City Council action.

9. Present Land Use:

Woodlands and Farmland

10. Utilities:

The closest GUCO water and sewer is 300+ feet west in Providence Place.

11. Historic Sites:

There is no known effect on designated sites.

12. Environmental Conditions/Constraints:

There are no known environmental constraints.

13. Surrounding Land Uses:

North: RA20 – Vacant

South: OR – One (1) Single-Family residence and Vacant

East: RA20 – Vacant (Ward, LLC Land Use Plan Amendment request (Case # 06-02) and Rezoning request (Case # 06-23))

West: R6A – Vacant (under the same ownership as the applicant)

14. Density Estimates:

Gross Acreage: 13.922 acres

Net Acreage: 12.9 acres (no known site limitations)

Current Zoning: R6A (Residential [Medium Density Multi-Family])

Requested Zoning: R6 (Residential [High Density Multi-Family])

At the current zoning (R6A), staff would anticipate the site to yield approximately 103 multi-family units (2 & 3 bedrooms) based on similar site development (Sterling Point - 8 units per net acre). At maximum density, staff would anticipate the site to yield approximately 116 units (1, 2, & 3 bedrooms - 9 units per net acre).

At the proposed zoning (R6), staff would anticipate the site to yield approximately 155 multi-family units (2 & 3 bedrooms) based on similar site development (Cobblestone Townhomes - 12 units per net acre). At maximum density, staff would anticipate the site to yield approximately 219 multi-family units (1, 2, & 3 bedrooms - 17 units per net acre). The anticipated build-out is 3-5 years.

15. Additional Staff Comments

The subject property is adjacent to (Ward, LLC Land Use Plan Amendment request (Case # 06-02) and Rezoning request (Case # 06-23) to amend the Land Use Plan Category from office/institutional/multi-family (OIMF) to commercial (C) and to rezone the property to CG (General Commercial).

The primary concern is the R6S (Residential-Single-Family [Medium Density]) zoned property adjacent to the subject property. Currently, there is a preliminary plat for Providence Place Subdivision, Phase 3 under review for 68 single-family lots.

RECOMMENDATION:

In that the Future Land Use Plan Map recommends medium density residential and the remaining western portion of the subject tract (9.666 acres) is to remain R6A (medium density residential), which would serve as the intended buffer between the commercial and medium density residential, it is staff's opinion that the request is in general compliance with the Horizons: Greenville Community Plan and the Future Land Use Plan Map.

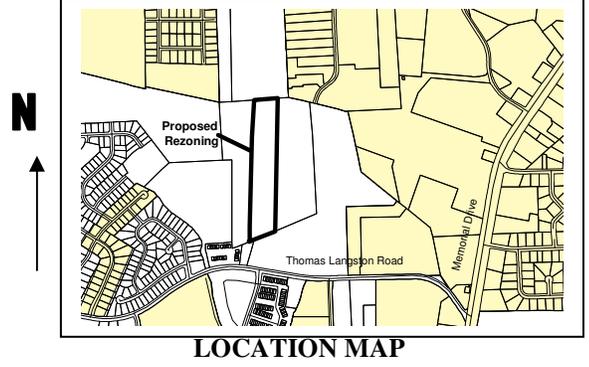
REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 07-03

Applicant: DVML, LLC

Property Information

Current Zoning: R6A
Proposed Zoning: R6
Current Acreage: 13.588 acres
Location: Thomas Langston Road
Points of Access: Thomas Langston Road



Transportation Background Information

1.) Thomas Langston Road (State maintained)

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lane paved shoulders	4-lane with raised median-curb and gutter
Right of way width (ft)	60	90
Speed Limit (mph)	45	
Current ADT:	4,000(*)	Design ADT: 12,000 vehicles/day (**)
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	
Other Information:	There are no sidewalks along either side of Allen Road that service this property.	

Notes: (*) 2005 City count

ADT – Average Daily Traffic volume

(**) Traffic volume based an operating Level of Service D for existing geometric conditions.

Transportation Improvement Program Status:

No projects planned

Trips generated by proposed use/change:

Current Zoning: 680-vehicle trips/day (*) **Proposed Zoning:** 1,030-vehicle trips/day (*)

Estimated Net Change: increase of 350-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.)

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Thomas Langston Road are as follows:

1.) Thomas Langston Road, East of Site (“No build” ADT of 4,000)

Estimated ADT with Proposed Zoning (full build) – 4,927
 Estimated ADT with Current Zoning (full build) – 4,612
Net ADT change – +315 (7% increase)

2.) Thomas Langston Road, West of Site (“No build” ADT of 4,000)

Estimated ADT with Proposed Zoning (full build) – 4,103
 Estimated ADT with Current Zoning (full build) – 4,068
Net ADT change – +35 (1% increase)

Case No: 07-03

Applicant: DVML, LLC

STAFF FINDINGS/RECOMMENDATIONS:

Development under the proposed rezoning could generate an additional 1,030-vehicle trips per day, which is a net increase of 350 additional trips per day on Thomas Langston Road compared to existing zoning.

During the review process, measures to mitigate traffic impacts will be identified. These measures may include limiting access onto Thomas Langston Road, constructing turn lanes into the development, and intersection improvements.

EXISTING ZONING

R6A (Residential)

Permitted Uses

(1) General:

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

(2) Residential:

- a. Single-family dwelling
- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- 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

R6A (Residential)
Special Uses

(1) General:

* None

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- l. Group care facility
- n. Retirement center or home
- p. Board or rooming house
- r. Fraternity or sorority house
- o.(1). Nursing, convalescent center or maternity home; minor 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:

* None

(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)
- m. Multi-purpose center
- t. Guest house, college and other institutions of higher learning

(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

R6 (Residential)

Permitted Uses

(1) General:

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

(2) Residential:

- a. Single-family dwelling
- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- 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:

- a. 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

R6 (Residential)

Special Uses

(1) General:

* None

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- l. Group care facility
- n. Retirement center or home
- p. Board or rooming house
- r. Fraternity or sorority house
- o.(1). Nursing, convalescent center or maternity home; minor 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:

* None

(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)
- m. Multi-purpose center
- t. Guest house, college and other institutions of higher learning

(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

REQUEST BY DVML, LLC – APPROVED

Chairman Tozer stated that the next item is a request by DVML, LLC to rezone 13.922 acres located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205± feet north of Thomas Langston Road, and 180± feet east of the Providence Place Subdivision from R6A (Residential [Medium Density Multi-Family]) to R6 (Residential [High Density Multi-Family]).

Ms. Gooby described the proposed property location. Ms. Gooby stated this request is to rezone approximately 14 acres from medium density multi-family to high density multi-family. The property is located within Voting District 5. There are a variety of land uses around the subject property. There are several focus areas around the property and Thomas Langston Road is designated as a residential corridor. The request could generate a net increase of 315 trips with the majority heading toward the east. The Land Use Plan Map recommends medium density residential which will act as a buffer from the commercial to the east to the medium density residential to the west. Ms. Gooby stated this is a similar request that came before the Commission approximately two months ago and at that time the request was to rezone the entire tract of property from medium density to high density. This request was withdrawn before going to City Council. The present rezoning request is for approximately 60 percent of the property located on the east side. Staff would anticipate that the site could yield approximately 103 multi-family units at the current zoning and approximately 155 units under the proposed zoning. A primary concern is the Providence Place Subdivision to the east and it is staff's opinion that the intended buffer between the commercial and the residential has been satisfied. Ms. Gooby stated that the request is in compliance with the Comprehensive Plan and the Land Use Plan Map.

Mr. Mike Baldwin, representing the applicant, stated that previous the applicant had asked that the whole tract be rezoned to R6 and staff and the Commission were not in favor of that request. Mr. Baldwin stated that staff and the developer of Providence Place support the present request. The request is in compliance with the Comprehensive Plan.

No one spoke in opposition.

Motion was made by Mr. Bell, seconded by Mr. Ramey, to recommend

approval of 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: 4/12/2007
Time: 7:00 PM

Title of Item: Ordinance, requested by Tommie L. Little, to rezone 14.306 acres located 580± feet south of Westhaven Subdivision and immediately south of the proposed Thomas Langston Road Extension, west of the right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive from R9S (Residential-Single-Family [Medium Density]) to R6S (Residential-Single-Family [Medium Density])

Explanation: The request involves the rezoning of 14.306 acres as referenced above. Please see attached rezoning request report.

Fiscal Note: No cost to the City.

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

The Planning and Zoning Commission, at their March 20, 2007 meeting, voted to approve the request.

If City Council determines to approve the rezoning 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:

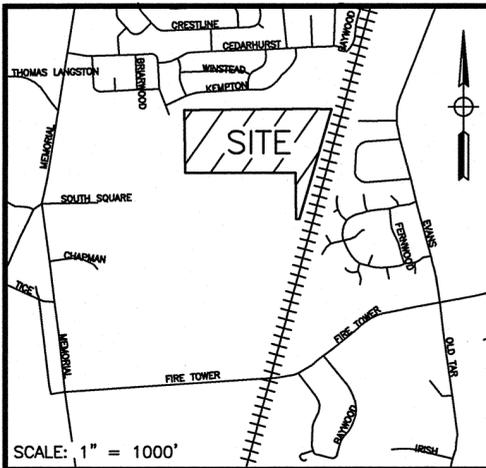
Motion to deny the request to rezone and to make a finding and determination that the denial of the rezoning request is consistent with the adopted comprehensive plan and that the denial of the rezoning request is reasonable and in the public interest due to the denial being consistent with the comprehensive

plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

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

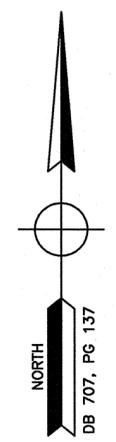
Attachments / click to download

- [Survey](#)
 - [Locational Map](#)
 - [Certificate of Mailed Notice](#)
 - [Ordinance for Tommie L. Little](#)
 - [Tommie L. Little](#)
 - [04 Tommie Little](#)
 - [Little List of Uses](#)
 - [P and Z Minutes for Little request](#)
-

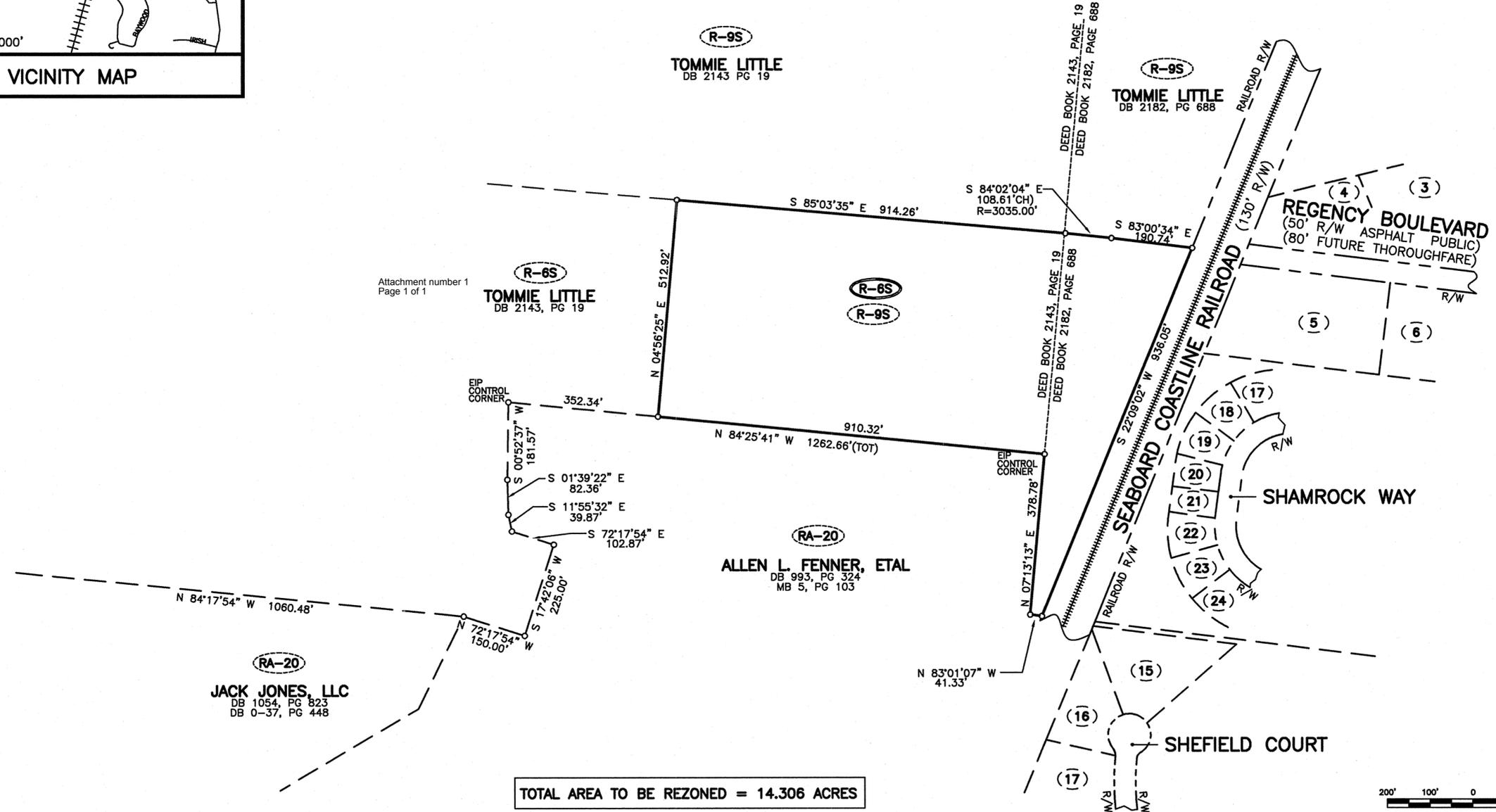


VICINITY MAP

SCALE: 1" = 1000'



Attachment number 1
Page 1 of 1

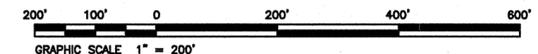


TOTAL AREA TO BE REZONED = 14.306 ACRES

REGENCY PLACE, LLC
MB 51, PG 56
LOT 4 RDKK DEVELOPMENT
DB 2209, PG 44
LOT 5 REGENCY PLACE LLC
MB 51, PG 56

SHAMROCK CLUSTER DEVELOPMENT
MB 61, PG 23

- LOT 17 MICHAEL WIER
DB 2088, PG 867
- LOT 18 JAMES PRESSLEY
DB 2066, PG 649
- LOT 19 BARBARA BRILEY
DB 2209, PG 102
- LOT 20 GEORGE PUTNAM
DB 2244, PG 729
- LOT 21 PANCOAST REVOCABLE TRUSTEE
MB 61, PG 23
- LOT 22 KENNETH WALKER
DB 2040, PG 568
- LOT 23 GLORIA BANKS
DB 1910, PG 513
- LOT 24 JAMES BRYANT
DB 1852, PG 567



A PORTION OF
PARCEL #13363 & #45252
TAX MAP NO. 4676.19-62-2286

SHEET 1 OF 1

LEGEND

- R/W = RIGHT-OF-WAY
- CH = CHORD
- R = RADIUS
- EIP = EXISTING IRON PIPE
- = NOT TO SCALE
- = EXISTING ZONING CLASSIFICATION
- = PROPOSED ZONING CLASSIFICATION

NOTES

1. THIS IS A SURVEY OF ANOTHER CATEGORY.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.

RA20
SOUTH HALL
SECTION 2
MB 36, PG 167

- LOT 15 LOUIS SUTTON
DB 419, PG 723
- LOT 16 SCOTT SHOOK
DB 1582, PG 410
- LOT 17 ROBERT SHAW
DB 466, PG 589



REZONING MAP FOR
TOMMIE L. LITTLE

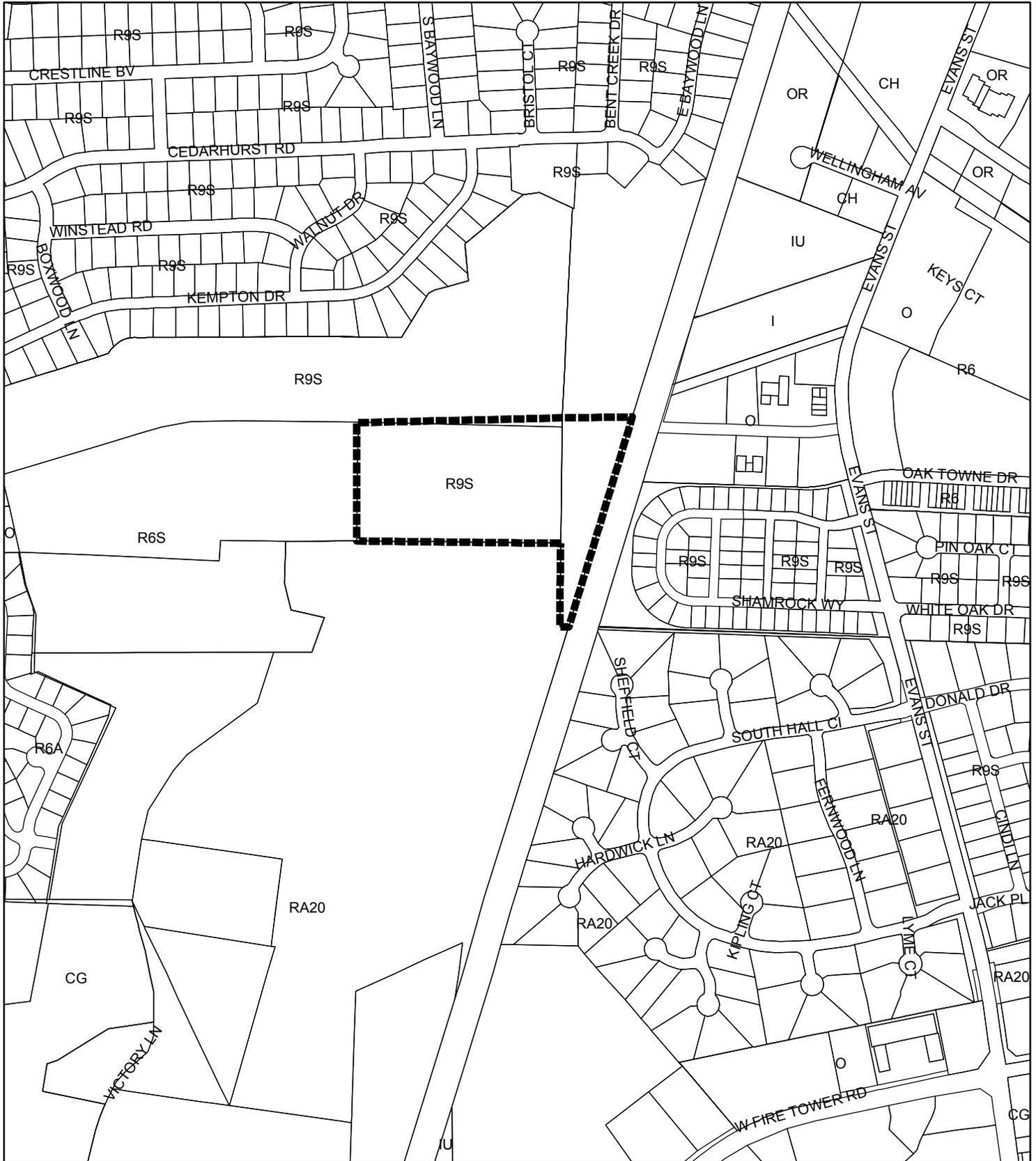
REFERENCE: BEING A PORTION OF THE PROPERTY
DESCRIBED IN DEED BOOK 2143, PAGE 19 AND DEED BOOK
2182, PAGE 68 OF THE PITT COUNTY REGISTRY.

WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: **TOMMIE L. LITTLE**
ADDRESS: PO BOX 979
GREENVILLE, NC 27835
PHONE: (252) 355-0664

Baldwin and ASSOCIATES ENGINEERING, LAND SURVEYING AND PLANNING 1015 CONFERENCE DRIVE GREENVILLE, NC, 27858 (252) 756-1390	SURVEYED: DF	APPROVED: SCB
	DRAWN: SCB	DATE: 2/16/06
	CHECKED: SCB/MWB	SCALE: 1" = 200'

Tommie L. Little (07-04)



R9S to R6S (14.306 acres)



Area Requested to be Rezoned



Land Parcels

2

Item # 5
Created
03/22/2007

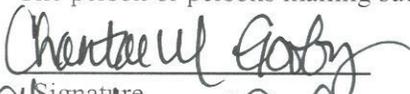
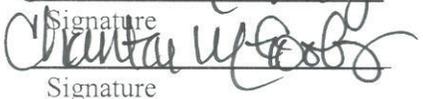
NORTH CAROLINA
PITT COUNTY

CERTIFICATE OF MAILED NOTICES

The undersigned employee or employees of the City of Greenville, Planning and Community Development Department do hereby certify that the mailing requirements for notice of rezoning pursuant to GS 160A-384 have been complied with for the following rezoning requests:

1. **07-01-** Ordinance, requested by the Community Development Department, as recommended by the Task Force on Preservation of Neighborhoods and Housing to rezone 259.29± acres (excluding street rights-of-ways) located 890± feet south of Fire Tower Road, west of Dudley's Grant Townhomes, north of the Irish Creek Subdivision, and 1,500± feet east of Old Tar Road from R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 1]; in the area located along the eastern right-of-way of SE Greenville Boulevard, west of the Brook Valley Subdivision, and along the northern right-of-way of the Norfolk Southern Railroad from RA20 (Residential-Agricultural), OR (Office-Residential [High Density Multi-Family]) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 2]; in the area located south of Greenville Country Club, 355± feet west of Memorial Drive, 675± feet north of Greenville Boulevard, and 950± feet east of Tobacco Road from R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 3]; in the area located south of Staton House Road, northwest of Belvoir Highway, and 2,280± feet east of Mt. Pleasant Church Road from RA20 (Residential-Agricultural) and R9 (Residential [Medium Density]) to R9S (Residential-Single-Family [Medium Density]) [Tract 4]; and in the area located along the southern right-of-way of East Tenth Street, 445± feet west of the intersection of East Tenth Street and Port Terminal Road, 2,195± feet north of the Norfolk Southern Railroad, and east of the Brook Valley Subdivision from RA20 (Residential-Agricultural) and R6 (Residential [High Density Multi-Family]) to R6S (Residential-Single-Family [Medium Density]) [Tract 5].
2. **07-02-** Ordinance, requested by Theraldine H. Forbes, to rezone 21.24 acres located north of Forlines Road, directly east of South Central High School, south of Swift Creek Swamp (Gum Swamp Canal) and 2,400± feet west of Reedy Branch Road from RA20 (Residential-Agricultural) to R6A (Residential [Medium Density Multi-Family]).
3. **07-03-** Ordinance, requested by DVML, LLC, to rezone 13.922 acres located 1,845± feet south of Greenville Boulevard, 2,560± feet west of Memorial Drive, 205± feet north of Thomas Langston Road, and 180± feet east of the Providence Place Subdivision from R6A (Residential [Medium Density Multi-Family]) to R6 (Residential [High Density Multi-Family]).
4. **07-04-** Ordinance, requested by Tommie L. Little, to rezone 14.306 acres located 580± feet south of the Westhaven Subdivision and immediately south of the proposed Thomas Langston Road Extension, along the western of the right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive from R9S (Residential-Single-Family [Medium Density]) to R6S (Residential-Single-Family [Medium Density]).

The person or persons mailing such notices and making this certificate are:


 Signature

 Signature


 Printed Name

 Printed Name

03/06/07
 Date (Planning & Zoning)
03/27/07
 Date (City Council)

ORDINANCE NO. 07-____
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 April 12, 2007 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 R9S (Residential-Single-Family) to R6S (Residential-Single-Family).

TO WIT: Langston Farms, LLC Property.

LOCATION: Located 580± feet south of the Westhaven Subdivision and immediately south of the proposed Thomas Langston Road Extension, west of the right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive.

DESCRIPTION: Beginning at a point on the western right-of-way of Seaboard Coastline Railroad, said point being the northeasternmost corner of the Allen L. Fenner, Etal Property as described in Deed Book 993 Page 324 of the Pitt County Register of Deeds Office. From the above described beginning, so located, running thence as follows:

Leaving the western right-of-way of Seaboard Coastline Railroad and with the eastern and northern lines of referenced Allen L. Fenner, Etal Property, N 83°01'07" W, 41.33 feet, N 07°13'13" E, 378.78 feet and N 84°25'41" W, 910.32 feet, thence leaving the

northern line of said Allen L. Fenner, Etal Property, N 04°56'25" E, 512.92 feet, thence S 85°03'35" E, 914.26 feet to the point of curvature, thence with a curve to the right having a radius of 3,035.00 feet and a chord bearing S 84°02'04" E, 108.61 feet to the point of tangency, thence S 83°00'34" E, 190.74 feet to a point on the western right-of-way of Seaboard Coastline Railroad, thence with the western right-of-way of Seaboard Coastline Railroad, thence S 22°09'02" W, 936.05 feet to the point of beginning containing 14.306 acres and being a portion of the property described in Deed Book 2182 Page 688 and Deed Book 2143 Page 19 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.

ADOPTED this 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Rezoning Request Report

Prepared by Greenville's Planning and Community Development Department

Staff Contacts: Niki S. Jones, 329-4518

Chantae M. Gooby, 329-4507

1. **Applicant** : Ordinance, requested by Tommie L. Little, to rezone 14.306 acres located 580± feet south of the Westhaven Subdivision and immediately south of the proposed Thomas Langston Road Extension, along the western of the right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive from R9S (Residential-Single-Family [Medium Density]) to R6S (Residential-Single-Family [Medium Density]).

2. **Date**: February 28, 2007

3. **Requested Change**:

Existing: R9S (Residential-Single-Family [Medium Density])

Proposed: R6S (Residential-Single-Family [Medium Density])

Note: In addition to 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.

4. **Location**: Located 580± feet south of the Westhaven Subdivision and south of the Thomas Langston Road Extension, along the western right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive.

5. **Size**: 14.306 acres

6. **Comprehensive Plan**:

Thomas Langston Road extension is a proposed minor thoroughfare.

To the south of the subject tract, there is a designated regional focus area. Within a regional focus area, commercial activity is encouraged. The anticipated build-out of such focus areas are 400,000 plus square feet of conditioned floor space.

The Future Land Use Plan Map recommends medium density residential for the subject tract.

7. **Thoroughfare/Traffic Volume (PW-Engineering Division) Report Summary**

This property is within the project area of the Thomas Langston Road Extension project, which is designated as a minor thoroughfare on the recently adopted Greenville Urban Area Thoroughfare Plan. The Thoroughfare Plan identifies a right-of-way width of 90 feet with a 4-lane cross section with

median. The roadway will also include sidewalks and bicycle facilities. This project is currently under design.

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 572 trips to and from the site on Memorial Drive, which is a net increase of 160 additional trips per day.

8. History/Background:

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 (Residential-Agricultural). In 1987 a portion of the subject tract was rezoned from RA20 (Residential-Agricultural) to R9S (Residential-Single-Family [Medium Density]). In 2006, the remaining portion of the subject property was rezoned from RA20 (Residential-Agricultural) to R9S (Residential-Single-Family [Medium Density]).

9. Present Land Use:

Vacant

10. Utilities:

The closest GUCO water and sewer is available 400± feet east of Regency Boulevard.

11. Historic Sites:

There is no known effect on designated sites.

12. Environmental Conditions/Constraints:

There are no known environmental constraints.

13. Surrounding Land Uses:

North: R9S- Westhaven South (approved preliminary plat for 75 single-family lots).

South: RA20- Vacant

East: O- Regency Office Park; R9S- Shamrock Cluster Subdivision

West: R9S- Westhaven South (approved preliminary plat for 75 single-family lots); R6S- Vacant

14. Density Estimates:

Gross Acreage: 14.306 acres

Net Acreage: 12 acres (no known site limitations)

Current Zoning: R9S (Residential-Single-Family [Medium Density])

Requested Zoning: R6S (Residential-Single-Family [Medium Density])

At the current zoning (R9S), staff would anticipate the site to yield approximately 28 single-family lots based on similar site development (Westhaven Subdivision).

At the proposed zoning (R6S), staff would anticipate the site to yield approximately 40 single-family cluster subdivision lots based on similar site development (Shamrock Cluster Subdivision).

The anticipated build-out is 3-5 years.

RECOMMENDATION:

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

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

(For Illustrative Purposes ONLY)

02/22/99

Bufferyard Requirements:

Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyards.

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, Services (3)	Heavy Commercial, Light Industrial (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, Services (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industrial (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

- Less than 25,000 sq. ft. _____ 100' _____ sq. ft. 4' _____
2 large street trees
- 25,000 sq. ft. to 175,000 sq. ft. 6' _____ 100' _____
2 large street trees
- Over 175,000 sq. ft. 10' _____ 100' _____
2 large street trees

Street trees may count toward the minimum acreage requirement.

Bufferyard C (screen required)

- _____ 100' _____ 10' _____
3 large evergreen trees
4 small evergreen trees
16 evergreen shrubs

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

Bufferyard E (screen required)

- 30' _____ 100' _____
6 large evergreen trees
8 small evergreen trees
26 evergreen shrubs

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

Doc. # 28559

Bufferyard B (No screen required)

Lot Size

Less than 25,000 sq.ft.	4"	_____100'_____
25,000 sq.ft. to 175,000 sq.ft.	6'	_____100'_____
Over 175,000 sq.ft.	10'	_____100'_____

Bufferyard D (screen required)

_____100'_____	20'	_____
4 large evergreen trees		
6 small evergreen trees		
16 evergreen shrubs		

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

Bufferyard F (screen required)

50'	_____100'_____
	8 large evergreen trees
	10 small evergreen trees
	36 evergreen shrubs

Bufferyard width may be reduced by fifty (50) percent if a fence, evergreen hedge (additional materials) 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.

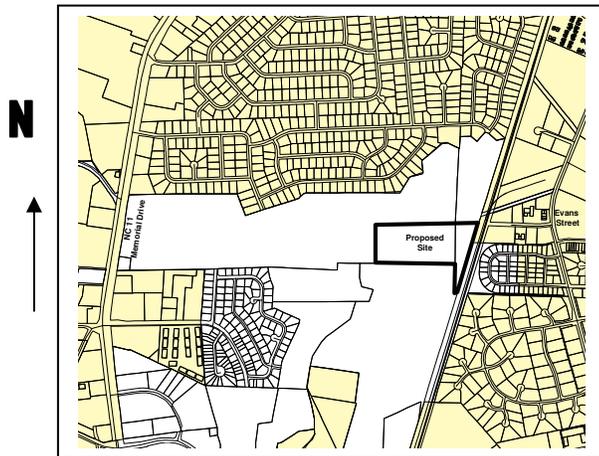
REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 07-04

Applicant: Tommie L. Little

Property Information

Current Zoning: R9S
Proposed Zoning: R6s
Current Acreage: 14acres
Location: East of NC Hwy. 11 and West of the Railroad
Points of Access: NC Hwy. 11 (Memorial Drive)



Location Map

Transportation Background Information

1.) NC Hwy. 11 (Memorial Drive) State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	6-lane with median	same as existing
Right of way width (ft)	150	150
Speed Limit (mph)	50	
Current ADT:	North of Site 43,000(*) South of Site 41,000(*)	Design ADT: 45,000 vehicles/day (**)

Controlled Access

median

Thoroughfare Plan Status: Major Thoroughfare

Other Information:

There are no sidewalks along Memorial Drive that service this property. There is a traffic signal at the intersection of Memorial Drive & Thomas Langston Road.

Notes: (*) 2004 City count taken between Westhaven Rd. and Thomas Langston Rd.
(**) 2004 City count taken between Thomas Langston Rd. and Reedy Branch Rd./South Square Dr.
(***) Traffic volume based an operating Level of Service D for existing geometric conditions
ADT – Average Daily Traffic volume

Transportation Improvement Program Status:

Memorial Drive

Not in TIP

Thomas Langston Road

The extension of Thomas Langston Road is on the Thoroughfare Plan and will be adjacent to this property. The project will involve the construction of a 4-lane median-divided roadway with sidewalks and bicycle facilities and is included in the City’s Capital Improvement Program. This project is currently under design.

Trips generated by proposed use/change:

Current Zoning: 412 -vehicle trips/day (*) **Proposed Zoning:** 572 -vehicle trips/day (*)

Estimated Net Change: increase of 160 -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

Note: Once the Thomas Langston Road Extension is built, it is expected that traffic will be redistributed to Memorial Drive and Evans Street. The estimated ADTs below are based on existing streets and thoroughfares.

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on NC Hwy. 11 (Memorial Drive) are as follows:

1.) NC Hwy 11 (Memorial Drive), South of Site (“No build” ADT of 41,000)

Estimated ADT with Proposed Zoning (full build) – 41,172
Estimated ADT with Current Zoning (full build) – 41,124
Net ADT change – 48 (1% increase)

2.) NC Hwy 11 (Memorial Drive), North of Site (“No build” ADT of 43,000)

Estimated ADT with Proposed Zoning (full build) – 43,400
Estimated ADT with Current Zoning (full build) – 43,288
Net ADT change – 112 (2% increase)

Staff Findings/Recommendations:

This property is within the project area of the Thomas Langston Road Extension project, which is designated as a minor thoroughfare on the recently adopted Greenville Urban Area Thoroughfare Plan. The Thoroughfare Plan identifies a right-of-way width of 90 feet with a 4-lane cross section with median. The roadway will also include sidewalks and bicycle facilities. This project is currently under design.

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 572 trips to and from the site on Memorial Drive, which is a net increase of 160 additional trips per day.

EXISTING ZONING

R9S (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

R9S (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

(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

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

REQUEST BY TOMMIE L. LITTLE – APPROVED

Chairman Tozer stated that the next item is a request by Tommie L. Little to rezone 14.306 acres located 580± feet south of the Westhaven Subdivision, along the western right-of-way of the Seaboard Coastline Railroad, 3,600± feet north of Fire Tower Road, and 3,445± feet east of Memorial Drive from R9S (Residential-Single-Family [Medium Density]) to R6S (Residential-Single-Family [Medium Density]).

Ms. Gooby described the proposed property location. Ms. Gooby stated this is a request to rezone 14 acres. Both the current and proposed zoning is for single family only, but the proposed zoning allows for smaller lots. The property is located within Voting District 5. Property to the west and north is vacant however there is an approved preliminary plat for 75 single family lots to the north. There are some focus areas located around the subject property. Ms. Gooby stated that Thomas Langston Road will be extended to Evans Street and there would be a minor net increase of traffic. The Land Use Plan Map recommends medium density residential. At the current zoning the subject property could yield up to approximately 28 single family lots and the proposed zoning could yield up to 40 single family lots. Ms. Gooby stated that the request is in compliance with the Comprehensive Plan and Land Use Plan.

Mr. Mike Baldwin, representing the applicant, spoke on behalf of the request. Mr. Baldwin stated this was the last of the Virginia Langston property. Mr. Baldwin stated with the extension of Thomas Langston Road this request would be a transition to higher density zoning. The site will not be developed until the extension of Thomas Langston Road is completed.

No one spoke on in opposition.

Motion was made by Mr. Randall, seconded by Mr. Ramey, to recommend approval of 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

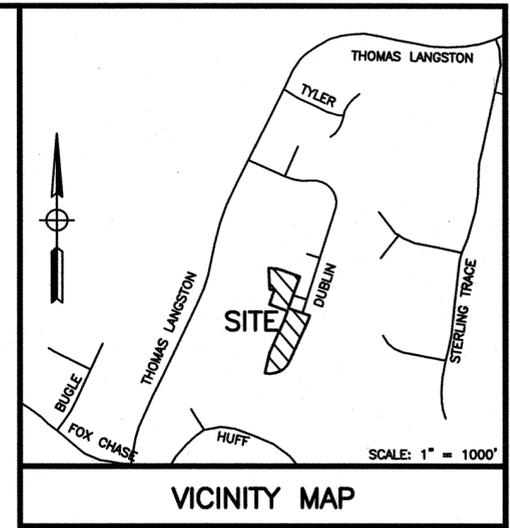
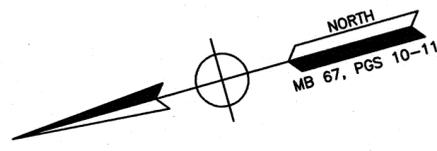
Meeting Date: 4/12/2007
Time: 7:00 PM

-
- Title of Item:** Ordinance to annex Davencroft, Phase Two, containing 3.586 acres located east of Thomas Langston Road and west of Sterling Trace Subdivision
- Explanation:** This is a contiguous annexation. Staff anticipates the development of 11 single-family dwellings on this property. Estimated population at full development is 25.
- Fiscal Note:** Total estimated tax value at full development is \$2,450,589.
- Recommendation:** Approve the ordinance to annex Davencroft, Phase Two
-

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

Attachments / click to download

- [Annexation Map](#)
 - [COG-#683485-v1-Davencroft_annex](#)
 - [COG-#682838-v1-Davencroft_Ph_2_Annexation_Profile](#)
-



DAVENCROFT
PHASE ONE
MB 67, PGS 10-11

Attachment number 1
Page 1 of 1

CCR PROPERTIES OF
PITT COUNTY, LLC
DB 2150, PG 644

CCR PROPERTIES OF
PITT COUNTY, LLC
DB 2150, PG 644

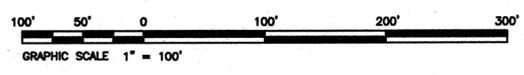
CCR PROPERTIES OF
PITT COUNTY, LLC
DB 2150, PG 644

CCR PROPERTIES OF
PITT COUNTY, LLC
DB 2150, PG 644

JACK V. DAVENPORT
DB 1741, PG 330

LEGEND

- NEW CITY LIMIT LINE = - - - - -
- OLD CITY LIMIT LINE = - - - - -
- CITY LIMIT LINE = - - - - -



NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
3. REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1741, PAGE 330 AND DEED BOOK 2097, PAGE 444 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 TONY SIMS 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. 47-32 AS AMENDED. WITNESS MY HAND AND SEAL THIS 14th DAY OF FEB., 2007

SIGNED: _____
REGISTRATION NO. L-3082

NORTH CAROLINA, PITT COUNTY I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT MICHAEL WEST BALDWIN, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEAL THIS 14th DAY OF FEB., 2007

NOTARY PUBLIC: *Daria L. Poletti*
MY COMMISSION EXPIRES: 03/28/2009

NORTH CAROLINA, PITT COUNTY THE FOREGOING CERTIFICATE OF _____ IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS _____ DAY OF _____ AT _____ O'CLOCK _____ M. _____ REGISTER OF DEEDS. BY _____ DEPUTY REGISTER OF DEEDS

A PORTION OF
PARCEL #72494
PARCEL #05587

DAVENCROFT, PHASE TWO OWNER: CCR PROPERTIES OF PITT COUNTY, LLC. PO BOX 1549 WINTERVILLE, NC 28590 (252) 355-4688	JACK V. DAVENPORT 2251 THOMAS LANGSTON ROAD WINTERVILLE, NC 28590 (252) 355-2901
	SURVEYED: TS DRAWN: SCB CHECKED: MWB

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE
	N/A		

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C
(EFFECTIVE DATE _____ ORDINANCE # _____ AREA 3.586 ACRES)
_____ TOWNSHIP, PITT COUNTY, N.C.

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

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 April, 2007 after due notice by publication in The Daily Reflector on the 2nd day of April, 2007; 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 that certain property as shown on the annexation map entitled "Davencroft, Phase Two" as prepared by Baldwin & Associates.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located east of Thomas Langston Road and west of Sterling Trace Subdivision. This annexation involves 3.586 acres.

GENERAL DESCRIPTION: Beginning at an existing iron pipe at the southeastern terminus of Dublin Road, said iron pipe being the southwestern corner of Lot 29, Davencroft, Phase 1 as recorded in Map Book 67, Pages 10 and 11 of the Pitt County Register of Deeds Office. From the above described beginning, so located, running thence as follows:

Leaving the southeastern terminus of Dublin Road, S 15°53'37" W, 24.32 feet to the point of curvature, thence with a curve to the right having a

radius of 1,025.00 feet and a chord bearing S 18°02'45" W, 76.99 feet to the point of tangency, thence S 20°11'52" W, 311.91 feet to the point of curvature, thence with a curve to the right having a radius of 175.00 feet and a chord bearing S 60°24'58" W, 226.00 feet, thence N 09°01'56" E, 175.90 feet, thence N 20°11'52" E, 276.96 feet, thence N 15°53'37" E, 94.38 feet, thence N 74°06'23" W, 160.10 feet, thence N 15°53'37" E, 124.59 feet, thence with a curve to the left having a radius of 125.00 feet and a chord bearing N 87°55'55" W, 39.93 feet, thence N 07°07'23" W, 175.00 feet, thence with a curve to the right having a radius of 300.00 feet and a chord bearing S 87°03'39" E, 104.83 feet to the point of compound curvature, thence with a curve to the right having a radius of 300.00 feet and a chord bearing S 75°33'09" E, 15.14 feet to the point of tangency, thence S 74°06'23" E, 150.00 feet to an existing iron pipe on the western line of Lot 91, Davencroft, Phase 1 as referenced, thence with the western and southern lines of Davencroft, Phase 1, S 15°53'37" W, 275.00 feet, S 74°06'23" E, 135.00 feet and S 77°47'16" E, 50.10 feet to the point of beginning containing 3.586 acres and being a portion of the property described in Deed Book 1741, Page 330 and Deed Book 2097, Page 444 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 five. 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, 2007.

ADOPTED this 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Item # 6

NORTH CAROLINA

PITT COUNTY

I, Patricia A. Sugg, Notary Public for said County and State, certify that Wanda T. Elks personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 12th day of April, 2007.

Patricia A. Sugg, Notary Public

My Commission Expires: September 4, 2011

Doc.. # 683485

Item # 6

ANNEXATION PROFILE

NAME: Davencroft, Phase Two CASE NO. 07-21

A. SCHEDULE

1. Advertising date: April 2, 2007
2. City Council public hearing date: April 12, 2007
3. Effective date: June 30, 2007

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Acreage: 3.586 acres
3. Voting District: 5
4. Township: Winterville
5. Vision Area: E
6. Zoning District: RA20 (Residential-Agricultural)
7. Land Use: Existing: Vacant
 Anticipated: 11 Single Family Dwellings
8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	11 x 2.35*	25
Current Minority	-----	0
Estimated Minority at full development	25 x 25.5%**	6
Current White	-----	0
Estimated White at full development	25 - 6	19

* 2.35 Average household size in Winterville Township, based on 2000 census data

** 25.5% minority population, based on 2000 census data taken from tract 13, blocks 1011, 2020, 2036

9. Rural Fire Tax District: Winterville
10. Greenville Fire District: Station #5 (2.8 miles)
11. Present Tax Value: \$30,589 Estimated Future Tax Value: \$2,450,589



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Ordinance to annex James and Fredella Smith property, containing 2.67 acres located west of Dunbrook Drive and Sterling Trace Drive

Explanation: This is a contiguous annexation. Staff anticipates the development of 1 single-family dwelling on this property. Estimated population at full development is 2.

Fiscal Note: Total estimated tax value at full development is \$311,571.

Recommendation: Approve the ordinance to annex James and Fredella Smith property.

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Attachments / click to download

- [Annexation Map](#)
- [John_and_Fredella_Smith_Annexation_Profile](#)
- [James_and_Fredella_Smith_annexation](#)

ANNEXATION PROFILE

NAME: James and Fredella Smith CASE NO. 07-20

A. SCHEDULE

1. Advertising date: April 2, 2007
2. City Council public hearing date: April 12, 2007
3. Effective date: June 30, 2007

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Acreage: 2.67 acres
3. Voting District: 5
4. Township: Winterville
5. Vision Area: E
6. Zoning District: RA20 (Residential-Agricultural)
7. Land Use: Existing: Vacant
Anticipated: 1 Single Family Dwelling
8. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	1 x 2.35*	2
Current Minority	-----	0
Estimated Minority at full development	2 x 25.5%**	0
Current White	-----	0
Estimated White at full development	2 - 0	2

* 2.35 Average household size in Winterville Township, based on 2000 census data

** 25.5% minority population, based on 2000 census data taken from tract 13, blocks 1011, 2020, 2036

9. Rural Fire Tax District: Winterville
10. Greenville Fire District: Station #5 (1.9 miles)
11. Present Tax Value: \$11,571 Estimated Future Tax Value: \$311,571

Commencing at a parker kalon masonry nail at the intersection of Dunbrook Drive and NCSR 2115 Sterling Trace Drive and running S 58°01'46" E, 30.26 feet to an existing ¾" iron pipe, the point of beginning thence N 87°48'32" E, 64.90 feet to a point in the northern right-of-way of Dunbrook Drive and the existing City of Greenville city limit line; thence along the existing City of Greenville city limit line S 20°16'23" W, 60.00 feet to the southern right-of-way of Dunbrook Drive; thence leaving the existing City of Greenville city limit line S 20°16'23" W, 69.19 feet to an existing iron pipe in the eastern right-of-way line of NCSR 2115-Sterling Trace Drive; thence along the eastern right-of-way line of NCSR 2115-Sterling Trace Drive the following courses: S 13°41'10" W, 75.70 feet to an existing iron pipe; S 07°23'06" W, 89.21 feet to an existing iron pipe; S 07°23'06" W, 73.41 feet; S 09°12'05" W, 66.23 feet; S 78°56'56" E, 10.00 feet; S 12°24'34" W, 33.67 feet; thence leaving the eastern right-of-way line of NCSR 2115-Sterling Trace Drive N 71°13'49" W, 80.73 feet to a point in the western right-of-way line of NCSR 2115- Sterling Trace Drive and the southeastern property line of James E. Smith; thence along the southern line of James E. Smith the following courses: N 70°57'49" W, 128.48 feet; N 59°27'49" 34.94 feet; N 49°42'49" W, 119.79 feet to the western property line of James E. Smith; thence along the western line of James E. Smith N 27°02'41" E, 14.70 feet to an existing iron pipe; thence continuing along the western property line of James E. Smith N 27°02'41" E, 330.94 feet to an existing iron pipe, the northern property line of James E. Smith; thence along the northern property line of James T. Smith S 81°56'28" E, 179.91 feet to the point of beginning containing 2.67 acres according to a survey by McDavid Associates, Inc. entitled "Annexation Survey for James E. Smith and Fredella B. Smith" dated February 15, 2007.

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 five. 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, 2007.

ADOPTED this 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk
NORTH CAROLINA

PITT COUNTY

I, Patricia A. Sugg, Notary Public for said County and State, certify that Wanda T. Elks personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 12th day of April, 2007.

Patricia A. Sugg, Notary Public

My Commission Expires: September 4, 2011



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

-
- Title of Item:** Ordinance, requested by the Community Development Department, to amend Horizons: Greenville's Community Plan to incorporate by reference the College Court and Coghill Subdivisions Neighborhood Report and Plan
- Explanation:** As part of the Task Force on Preservation of Neighborhoods and Housing's recommendations, City Council's 2006-2007 Goals, and Horizons: Greenville's Community Plan recommendations, the Community Development Department has prepared the College Court and Coghill Subdivisions Neighborhood Report and Plan. This plan is intended to guide policy and investment decisions for the College Court and Coghill neighborhoods.
- Fiscal Note:** Costs to be determined prior to implementation.
- Recommendation:** Staff recommends that City Council adopt the ordinance amending Horizons: Greenville's Community Plan to incorporate by reference the College Court and Coghill Subdivisions Neighborhood Report and Plan.
-

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Attachments / click to download

- [01](#)
 - [Survey for College Court and Coghill](#)
 - [Z](#)
-

ORDINANCE NO. 07-__
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
AMENDING HORIZONS: GREENVILLE'S COMMUNITY PLAN

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 April 12, 2007 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 amending Horizons: Greenville's Community Plan as follows;

WHEREAS, Horizons: Greenville's Community Plan was adopted on January 9, 1992 by the Greenville City Council per ordinance 2412; and

WHEREAS, the City Council of the City of Greenville has per ordinance no. 04-10 amended Horizons: Greenville's Community Plan pursuant to the 2004 Update; and

WHEREAS, Horizons: Greenville's Community Plan will from time to time be amended and portions of its text clarified by the City Council; and

WHEREAS, the Planning and Zoning Commission and the City Council have reviewed Horizons: Greenville's Community Plan and the College Court and Coghill Subdivisions Neighborhood Report and Plan (07-01), and a public hearing has been held to solicit public comment.

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

Section 1: That Horizons: Greenville's Community Plan is hereby amended to incorporate by reference the College Court and Coghill Subdivisions Neighborhood Report and Plan (07-01).

Section 2: That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 3: That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Owner

Scale: 5 - very satisfied, 4 - satisfied, 3 - unsatisfied, 2 - no interest, 1 - n/a or unable to answer

Survey #	Convenience to rail shopping	Convenience to personal services	Convenience to place of employment	Accessibility to and from neighborhood	Neighborhood appearance	Neighborhood identification	Neighborhood organization	Number of rental properties	Condition of rental properties	Stairways and pedestrian friendly street crossings	Security of investment	Personal safety	External noise	Internal noise	Streetscape appearance	Neighborhood lighting quality	Outdoor environmental quality	Recreational opportunities within or convenient walking distance	Convenient and accessible on-street parking	Street drainage conditions	Residential lot drainage conditions	Neighborhood public street maintenance	Private parking lot condition and maintenance	Convenient access to public (GREAT) transit system stop	Convenient access to ECUSTUDENT transit system stop	Comments	Does your neighborhood have an organized and active Neighborhood Association?	Do you regularly attend meeting of the Neighborhood Association?
1	4	4	4	3	4	4	4	2	2	3	4	3	4	4	4	4	4	4	4	4	4	4	4	4	4	none	Yes	No
2	5	5	1	5	4	4	4	3	3	4	4	4	3	4	4	4	1	5	1	4	4	5	4	1	1	code enforcement curb-side pickup	Yes	Yes
3	5	2	4	4	4	4	4	4	4	4	4	3	4	4	4	4	4	4	4	5	5	5	1	1	1	curb-side pickup	Yes	No
4	5	5	5	5	4	5	1	1	1	5	5	5	5	5	3	5	5	5	5	4	4	5	1	1	1	none	Yes	No
5	5	1	1	1	4	1	1	1	1	5	5	4	1	4	4	5	5	5	5	4	4	5	1	1	1	none	Yes	No
6	4	4	4	5	4	4	3	4	4	5	5	3	4	4	3	5	5	5	4	4	4	4	1	5	5	none	Yes	No
7	5	1	5	4	4	4	5	3	3	3	4	4	5	5	4	4	3	4	4	4	4	5	1	3	1	sidewalks, rental property sidewalks and speed bumps	Yes	Yes
8	4	1	4	3	3	4	4	1	1	3	1	4	4	4	4	4	1	1	4	4	4	4	1	4	4	none	Yes	No
9	4	4	1	3	4	4	4	3	4	4	3	4	4	4	4	4	4	4	4	4	4	4	1	1	1	none	Yes	No
10	4	1	4	4	4	4	2	1	1	1	4	4	4	4	4	4	4	4	4	4	4	4	1	1	1	sidewalks	Yes	No
11	5	5	5	4	3	3	3	3	3	3	3	4	4	4	4	4	3	5	3	4	4	5	1	4	4	lighting, speed bumps	Yes	Yes
12	4	1	1	4	3	4	4	3	4	3	4	4	4	4	4	4	4	4	4	4	4	4	1	1	1	none	Yes	No
13	5	5	5	5	4	3	4	3	4	3	4	4	3	3	4	3	4	5	5	5	5	4	1	1	1	mobile home park rental property, code enforcement	Yes	No
14	5	5	5	4	3	5	5	3	3	3	4	4	3	3	4	4	1	5	5	4	4	4	1	1	1	speed bumps, dog waste curb and gutter	Yes	Yes
15	4	4	4	4	4	4	4	3	3	4	3	3	4	4	3	4	4	4	4	3	3	4	1	1	1	none	Yes	No
16	5	4	5	4	4	4	4	3	4	1	4	4	4	4	1	4	4	4	4	4	5	3	1	2	2	rental property, code enforcement	Yes	No
17	4	4	1	5	3	3	4	3	3	3	4	4	4	4	3	4	3	4	4	4	4	4	1	1	1	Brownlea Rd. completion	Yes	Yes
18	5	5	5	5	4	3	5	3	3	4	4	4	5	5	5	5	5	5	5	5	5	5	1	5	5	rental property and neighborhood signage	Yes	Yes
19	4	1	1	3	3	3	4	3	3	4	3	4	4	4	3	4	4	1	4	4	4	4	1	1	1	none	Yes	No
20	5	5	5	5	4	5	3	3	3	3	3	3	3	5	4	3	3	5	3	4	4	4	1	4	4	none	Yes	No
21	4	4	2	3	3	2	3	3	3	3	5	4	3	3	4	5	2	5	3	5	3	3	1	1	1	none	Yes	No
22	5	5	5	5	4	5	4	3	3	5	4	3	5	5	4	4	4	5	5	4	4	1	2	2	2	none	Yes	No
23	5	4	5	4	4	3	3	3	4	3	4	3	4	4	4	3	4	5	5	5	5	1	2	2	2	theft	Yes	No
24	5	5	5	5	4	3	4	3	4	4	4	4	4	4	4	4	4	5	4	4	4	1	2	2	2	none	Yes	Yes
25	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	lovely neighborhood	Yes	Yes
26	1	1	1	1	4	1	4	1	1	1	1	1	1	1	5	1	1	4	4	1	1	1	1	1	1	none	Yes	No
27	5	5	5	3	3	3	5	4	3	5	4	5	5	5	5	4	5	5	5	3	5	5	5	5	5	none	Yes	Yes
28	4	4	5	4	4	2	4	3	3	4	3	4	4	4	4	4	4	4	4	4	4	4	1	4	4	rental property	Yes	No
29	5	5	2	4	4	4	4	5	3	3	5	4	4	4	4	4	4	4	4	5	5	4	1	1	1	none	Yes	No
30	4	2	1	4	4	3	1	2	2	4	3	4	4	4	4	4	4	1	4	4	4	4	1	1	1	none	Yes	No
31	4	1	1	3	4	4	5	3	3	5	4	4	4	4	4	5	4	4	4	4	4	4	4	4	4	none	Yes	No
32	5	2	4	4	4	4	4	4	3	4	4	4	4	4	4	4	4	5	4	4	4	2	2	2	2	rental property	Yes	No
33	4	4	4	4	4	4	3	3	3	4	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	none	Yes	Yes
34	4	4	3	5	4	4	4	3	3	4	3	4	3	3	4	3	4	5	5	5	5	1	1	1	1	rental property & traffic	Yes	No
35	4	4	5	3	4	4	4	3	3	4	4	4	4	4	4	4	4	4	4	4	4	4	2	2	2	none	Yes	No
36	5	1	5	4	4	4	5	1	3	4	4	4	1	3	4	4	4	4	1	4	4	1	1	1	1	none	Yes	No
37	4	4	1	4	4	3	4	3	3	4	4	3	1	1	4	4	4	5	5	4	4	1	4	5	5	rental property	Yes	Yes
38	4	1	4	3	5	5	5	3	3	4	4	4	4	4	3	4	4	4	4	3	4	1	1	1	1	street drainage	Yes	Yes
39	5	5	5	5	5	5	5	3	3	4	3	5	3	3	5	5	5	5	5	4	5	5	5	5	5	code enforcement	Yes	No
40	4	4	4	4	4	4	4	3	3	3	4	4	4	4	3	4	4	4	4	4	3	3	1	1	1	none	Yes	No
41	5	5	5	5	4	5	3	3	3	4	3	4	5	5	5	4	5	5	5	5	5	3	3	5	5	rental property curb-side pickup	Yes	No
42	5	5	5	5	4	3	1	3	3	3	4	4	4	4	3	1	4	4	4	4	4	4	1	1	1	none	Yes	No
43	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	none	Yes	No
44	4	4	4	4	4	4	4	3	3	4	4	4	4	4	4	3	4	4	4	3	4	5	1	3	3	none	Yes	Yes
45	5	5	4	3	4	4	3	3	3	4	3	3	4	4	3	4	4	4	4	1	4	4	1	1	1	rental property	Yes	Yes
46	5	5	3	3	4	4	3	3	3	4	4	4	3	3	4	4	4	4	4	4	4	4	1	1	1	none	Yes	Yes
47	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	none	Yes	No
48	5	5	5	3	5	5	2	3	3	4	4	4	5	4	3	4	4	4	4	4	4	3	4	4	4	speed bumps	Yes	No
49	4	1	1	4	4	4	4	3	3	4	1	4	3	4	3	4	1	1	1	5	4	4	1	1	1	code enforcement	Yes	No
50	4	4	5	5	4	4	4	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	rental properties, vegetation, & dog waste rental property & completion of Brownlea Dr.	Yes	Yes
51	5	5	5	4	3	4	4	3	3	3	3	4	3	3	4	4	3	5	5	4	4	4	4	4	4	rental property	Yes	Yes
52	1	1	1	3	3	1	3	3	3	3	1	3	1	3	3	3	1	1	1	3	1	3	1	3	1	rental property	Yes	No
53	4	4	5	4	3	3	3	3	3	4	3	4	3	3	3	4	3	4	2	4	4	1	3	1	2	rental property & code enforcement	Yes	No
54	4	4	4	4	4	4	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	rental property & traffic	Yes	Yes
55	5	5	5	4	4	1	4	3	3	3	3	3	3	3	3	3	3	5	5	3	3	3	1	1	1	none	Yes	No
56	5	5	1	5	4	5	4	3	3	4	4	4	4	4	4	4	4	5	4	4	4	4	1	1	1	none	Yes	No
57	5	1	1	4	4	1	3	4	3	4	1	4	1	1	4	4	1	4	4	4	4	4	1	1	1	lovely neighborhood	Yes	No
58	4	1	1	4	4	4	4	3	3	4	4	4	4	4	4	4	4	4	4	4	4	4	1	1	1	none	Yes	No
59	5	5	5	5	3	4	5	3	3	5	4	4	5	5	5	5	5	5	5	5	5	5	1	1	1	none	Yes	Yes
60	1	1	1	1	1	1	1	3	3	1	3	3	4	4	1	4	1	4	4	4	4	1	1	1	1	sidewalks	Yes	No
61	5	5	1	4	5	5	4	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	1	1	1	rental property, code enforcement	Yes	No
62	5	5	5	4	3	3	5	3	3	3	3	3	4	4	4	4	4	4	5	5	5	1	4	4	4	rental property, code enforcement	Yes	No
63	5	1	1	4	4	4	5	3	3	3	4	4	4	4	4	4	4	2	4	4	4	1	1	1	1	sidewalks, lighting, and traffic	Yes	No
64	5	5	5	5	4	4	4	3	3	5	3	4	3	3	4	4	5	5	3	4	4	1	1	1	1	none	Yes	No
65	4	4	5	3	4	4	4	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	1	1	1	rental property	Yes	No
66	5	5	2	4	4	5	5	1	3	5	4	4	4	4	5	5	4											

How many years have you lived in this neighborhood?	My previous address located outside of this neighborhood was:	Do you plan on moving out of your current neighborhood in the next 1 to 3 years?	If yes, why?	Do you have any of these problems at your current dwelling?	How do you view your neighborhood?
12	Georgia	Yes	smaller dwelling, employment, and retirement	plumbing	stable
28	Colonial Heights County	No	n/a	n/a	stable
8	n/a	No	n/a	No	stable
22	Beaufort County	Yes	if Brownlea is extended	poor yard drainage & plumbing	stable
50	n/a	Yes	retirement	n/a	excellent
2	Greenville	Yes	graduating & neighbors are to noisy	n/a	stable
30	n/a	No	n/a	n/a	declining
10	Ayden	No	n/a	n/a	stable
7	Another County	No	n/a	cooling	stable
42	n/a	No	n/a	energy efficiency	stable
20	Greenville	No	n/a	n/a	declining
38	Moore, Edgecombe, & Martin	No	n/a	n/a	declining
34	Greenville	No	n/a	n/a	declining
8	Martin Co.	No	n/a	n/a	declining
13	Greenville	Yes	security	poor yard drainage & mold	declining
45	Duplin Co.	No	n/a	n/a	stable
30	Greenville	No	n/a	n/a	declining
5	Johnston Co.	No	n/a	n/a	stable
31	Greenville	No	n/a	n/a	declining
41	Greenville	No	n/a	n/a	declining
30	Greenville	No	n/a	poor yard drainage & plumbing	some improvement
2	Greenville	No	n/a	poor yard drainage	stable
4	Florida	Yes	larger dwelling, security, quality of life, & employment	leaking roof	stable
7	Winterville	No	n/a	poor yard drainage & foundation or structural problems	stable
40	Pamlico Co.	No	n/a	n/a	some improvement
52	Greenville	No	n/a	n/a	stable
15	Edgecombe Co.	No	n/a	n/a	stable
7	Greenville	No	n/a	poor yard drainage	declining
44	Another State	No	n/a	n/a	declining
40	Another County	No	n/a	n/a	stable
20	Winterville	No	n/a	n/a	some improvement
2	Greenville	No	n/a	poor yard drainage	stable
40	Another County	No	n/a	n/a	declining
1	Greenville	No	n/a	n/a	declining
5	Orange Co.	No	n/a	n/a	stable
40	South Carolina	No	n/a	n/a	stable
7	Another State	n/a	n/a	cooling & heating	declining
30	Greenville	No	n/a	n/a	declining
16	Greenville	No	n/a	n/a	declining
6	Greenville	No	poor yard drainage	n/a	some improvement
4	Winterville	No	n/a	n/a	declining
2	Mecklenburg Co.	Yes	employment	n/a	some improvement
31	Greenville	No	n/a	n/a	stable
47	Craven Co.	No	n/a	n/a	declining
35	Another City	Yes	too many rental properties security, quality of life, schools, employment, rental properties	n/a	declining
7	Edgecombe Co.	Yes	n/a	n/a	declining
20	Greenville	No	n/a	n/a	stable
49	Greenville	No	n/a	n/a	stable
37	Orange Co.	No	n/a	n/a	declining
3	Greenville	No	n/a	n/a	excellent
15	Craven Co.	No	n/a	n/a	stable
9	Another State	Yes	security, employment	n/a	declining
19	Greenville	Yes	quality of life	n/a	declining
50	Greenville	No	n/a	n/a	some improvement
15	Greenville	No	n/a	n/a	declining
38	Greenville	No	n/a	n/a	declining
14	Greenville	No	n/a	poor yard drainage	stable
48	Greenville	No	n/a	plumbing	declining
6	County	No	n/a	n/a	some improvement
49	Greenville	No	n/a	n/a	declining
31	Greenville	No	n/a	plumbing	declining
17	Texas	No	n/a	mold	some improvement
39	County	No	n/a	n/a	stable
9	County	No	n/a	n/a	declining
11	County	No	n/a	n/a	stable
54	Greenville	No	n/a	n/a	stable
27	Greenville	No	n/a	n/a	stable

Survey #	Convenience to retail shopping	Convenience to personal services	Convenience to places of employment	Accessibility to and from neighborhood	Neighborhood appearance	Neighborhood identification	Neighborhood organization	Number of retail properties	Condition of retail properties	Sidewalks and pedestrian friendly street crossings	Security of investment	Personal safety	External noise	Internal noise	Storefront appearance	Neighborhood lighting quality	Outdoor environmental quality	Recreational facilities or convenient walking distance	Convenient and accessible on-street parking	Street drainage conditions	Residential to damage conditions	Neighborhood public street condition and maintenance	Private parking lot condition and maintenance	Convenient access to public (GREAT) transit system stop	Convenient access to ECU/STUDENT transit system stop
1	4	4	5	3	4	4	1	1	1	3	2	4	5	5	5	5	5	4	5	5	5	5	1	1	1
2	4	4	1	4	3	4	5	4	3	3	1	4	3	4	4	3	3	4	3	4	4	4	1	3	1
3	5	5	1	5	4	4	4	1	3	5	1	5	3	3	4	5	5	5	3	5	5	4	1	4	5

Comments	Does your neighborhood have an organized and active neighborhood association?	How many years have you lived in this neighborhood?	My previous address located outside of this neighborhood was:	Do you plan on moving out of this neighborhood in the next 1 to 3 years?	If yes, why?	Do you have any of these problems at your current dwelling?	Rent or Own?	How do you view your neighborhood?
traffic & speed bumps	Yes	2	Virginia	Yes	larger dwelling	n/a	Rent, Yes	stable
none	Yes	2	Greenville	Yes	marriage	roaches	Rent, Yes	stable
code enforcement	Yes	2	Beaufort Co.	Yes	larger dwelling & quality of life	electrical	Rent, No	stable

REQUEST BY THE COMMUNITY DEVELOPMENT DEPARTMENT –
APPROVED

Chairman Tozer stated that the next item is a request by the Community Development Department for consideration and approval of the College Court and Coghill Subdivisions Neighborhood Report and Plan.

Ms. Gooby explained that this is a neighborhood plan for the College Court and Coghill Subdivisions. This plan will serve as a template for other neighborhood plans that will be coming before the Commission. The goal of these plans is to create, maintain and enhance sustainable neighborhoods. Once the plans are adopted they will be added as an amendment to the Comprehensive Plan. Where the Comprehensive Plan addresses general and broad recommendations, these plans will give recommendations for specific areas. These plans were recommendations by the Task Force on Preservation of Neighborhoods and Housing and one of City Council's 2006-2007 Goals. Ms. Gooby explained that several City Departments and GUC were involved in plan development. Surveys were mailed to the residents and owners in the neighborhoods to obtain their input on the quality of life issues and their perceptions of the neighborhood. The neighborhood is located in Voting Districts 3 and 4. Ms. Gooby spoke about the concerns that were received from owners and residents surveys. The two most notable quality of life issues in the surveys that received an unsatisfactory average rating were the number of rental properties and their condition. The majority of quality of life issues received an average rating of satisfied. Of all the survey responses, 44% viewed the neighborhood as stable, 37% viewed the neighborhood as declining, and the remaining responses had various different responses. Thirty eight percent of owners in the neighborhood returned their survey. Ms. Gooby stated that the neighborhood is 78 percent owner-occupied. Staff conducted a study of building permits that were issued for this neighborhood over a 30-month period (1/04 – 6/06) and there were approximately \$200,000 worth of reinvestment and/or improvements for the neighborhood. The total value of land and buildings in this neighborhood is \$28,246,616. Comparing the total land and building value to the total value of improvements, there was less than 1% reinvestment and/or improvements in this neighborhood over the specified 30-month period. Ms. Gooby stated that the improvement strategies in the Neighborhood Plan are grouped into two types: policy and capital improvement. One of the Capital Improvement Strategies is for City Council to investigate creating a matching fund grant that could be used for

owner-occupied dwellings to assist with the cost of upgrading and/or improving properties or some type of tax based improvement. Ms. Gooby explained in detail both types of strategies.

Motion was made by Mr. Ramey, seconded by Mr. Stokes, to approve the plan. Motion carried unanimously.



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 210 Paris Avenue

Explanation: The Code Enforcement Coordinator for the City of Greenville is requesting that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 210 Paris Avenue. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and if the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation informing the owner of minimum housing code violations and the repairs needed to bring the structure into compliance was sent to the property owner by certified mail on April 14, 1999. Six certified letters were mailed to the various owners of the property identifying the structural deficiencies and required compliance dates. Notices were mailed on the following dates: January 31, 2002; November 29, 2004; December 14, 2004; August 24, 2006; January 26, 2007; and February 6, 2007. The current owner, Thompson Integrated Resources, purchased the property on August 6, 2006. Notice of violations were issued to the current property owner on August 24, 2006. The final findings of fact and order was issued by the Code Enforcement Officer on February 6, 2007. The current owner has received the mailed notices. Staff has attempted to work with the current owner, but no repairs have been made. The structure has been determined to be unsafe by the Code Enforcement Officer. A certified letter was sent on March 23, 2007 notifying the owner of the April 12, 2007 public hearing.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since September 15, 2002. The property taxes are current. The tax value on the property as of February 14, 2007 is \$9,060 (the building value is \$4,260 and the land value is \$4,800). The estimated costs to repair the dwelling are \$92,000.

Fiscal Note: Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.

Recommendation: Approve the ordinance requiring the repair or demolition and removal of the dwelling located at 210 Paris Avenue

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 [Letter for Public Hearing](#)

 [Ordinance_for_210_Paris_Ave](#)





City of Greenville

North Carolina

P.O. Box 7207 - Greenville, NC 27835-7207

Community Development
Code Enforcement

FILE COPY

March 23, 2007

Mr. Carl Thompson
Thompson Integrated Resource
P.O. Box 3128
Greenville, North Carolina 27836

Subject: Notice of Public Hearing
210 Paris Ave.
Tax Parcel Number 015875

Dear Mr. Carl Thompson:

Please find enclosed a copy of a public hearing notice concerning a property for which you may have an interest located at 210 Paris Avenue, in the City of Greenville, North Carolina and further identified as Tax Parcel Number 015875.

Should you have any questions or require further information with regard to this notice or any pending actions on the property listed above, you may contact the Code Enforcement Division of the Community Development Department at (252) 329-4110.

Sincerely:

Rhonda Grant Jordan
Code Enforcement Coordinator

Encl.

Document # 685018

Item # 9

ORDINANCE NO. 07-
ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 210 PARIS AVENUE
TAX PARCEL NUMBER 015875

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

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

Section 1. The owner(s) Thompson Integrated Resource, of the dwelling located at 210 Paris Avenue, in the City of Greenville, North Carolina is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Coordinator is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 210 Paris Avenue, in the City of Greenville, North Carolina, and owned by Thompson Integrated Resource.

Section 3. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

I, Patricia A. Sugg, a Notary Public in and for the aforesaid County and State, do hereby certify that Wanda T. Elks personally appeared before me this day and acknowledged that she is the City Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as City Clerk.

Witness my hand and Notarial Seal, this the 12th day of April, 2007.

Patricia A. Sugg, Notary Public

My Commission expires: 9/4/2011



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Public hearing and second reading of an ordinance amending Ordinance No. 07-17 granting a taxicab franchise to James E. Sherman d/b/a Dick's Cab Company by increasing the number of taxicabs

Explanation: On February 8, 2007, the Greenville City Council adopted Ordinance No. 07-17 granting a taxicab franchise to James E. Sherman d/b/a Dick's Cab Company to operate not more than three taxicabs. Mr. Sherman has applied for a taxicab franchise to operate three additional taxicabs. Notices have been sent to other taxicab franchisees, and notice of public hearing was published in The Daily Reflector on April 2, 2007.

Fiscal Note: None

Recommendation: Conduct the public hearing and adopt the ordinance amending Ordinance No. 07-17 granting a taxicab franchise to James E. Sherman d/b/a Dick's Cab Company by increasing the number of taxicabs.

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 [Ordinance](#)

ORDINANCE NO. 07-_____
AN ORDINANCE AMENDING ORDINANCE NO. 07-17
GRANTING A TAXICAB FRANCHISE
TO JAMES E. SHERMAN D/B/A DICK'S CAB COMPANY
BY INCREASING THE NUMBER OF TAXICABS

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, on February 8, 2007, the Greenville City Council adopted Ordinance No. 07-17 granting a taxicab Franchise to James E. Sherman d/b/a Dick's Cab Company to operate not more than three taxicabs; and

WHEREAS, James E. Sherman d/b/a Dick's Cab Company, has applied for a taxicab franchise to operate three additional taxicabs; 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. Ordinance No. 07-17 granting a taxicab franchise to James E. Sherman d/b/a Dick's Cab Company is hereby amended to permit the operation within the City of Greenville of three additional taxicabs, for a total of not more than six taxicabs.

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 immediately upon its adoption.

First reading passed on this the 9th day of April, 2007.

Adopted on second reading this the 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Resolution assigning property to economic development and resolution authorizing the sale of real property for economic development

Explanation: In January, 2003, the City acquired the property located on Greenville Boulevard near the Greenville Convention Center upon which a Pizza Hut restaurant was located at that time and upon which another restaurant is now located. The lease for the property expires on December 31, 2007.

In order to enhance the Greenville Convention Center campus, negotiations have been on-going with Greenville Prime Investors II, LLC relating to the construction of a hotel on a site which consists of this property and an additional acre of the Convention Center Property. The existence of the hotel in close proximity to the Convention Center will enhance the ability of the Center to attract and accommodate conventions. It will also increase the amount of hotel occupancy tax which is collected in the City and used to promote travel and tourism and to increase the use of lodging facilities by attracting tourists or business travelers. And, it will create additional job opportunities. Additionally, revenues generated by the sale will be available to build replacement parking and additional parking on the Convention Center site.

Greenville Prime Investors II, LLC is a North Carolina limited liability company which has Thomas J. Glennon as the managing member. Mr. Glennon is also the manager of the limited liability company which owns and operates the Hilton in Greenville and of the limited liability company which operates the Greenville Convention Center on behalf of the City. Negotiations have occurred with this company having Mr. Glennon as a principal since the City has had excellent experience with Exhibit Hall Managers with its operation of the Convention Center and since the Hilton in Greenville is a first-rate operation. Additionally, because of the inter-dependence on each of the businesses which comprise the Convention Center campus, there is a built-in extra incentive for the new hotel to be operated in a manner which complements and enhances the other components of the campus.

A tentative agreement has been reached which will result in the construction of a

100 room hotel on the site. The hotel will be a Hampton Inn franchise (which is part of the Hilton Corporation) or a similar quality hotel franchise. The agreement involves the following:

- Buyer paying to the City \$925,350, which is the appraised value of the property
- Buyer takes subject to lease of Pizza Hut property and is responsible for demolition of former Pizza Hut building
- Hotel improvements
 - Hotel having at least 100 rooms (less rooms if City Code required parking necessary for this number not available on site)
 - Complement Convention Center
 - Exterior appearance to be similar to Convention Center
 - Focal point entranceway to Hotel with canopy oriented toward convention center
 - Established design approval process
 - Established construction schedule
- Operation of Hotel
 - Operated as a hotel pursuant to a franchise with Hilton Hotels Corporation for Hampton Inn or similar quality hotel
 - Exterior appearance maintained
 - Repairs timely and properly made
 - No alteration of exterior appearance except with City approval
 - If damaged by fire or other casualty, replace promptly or, if elect not to replace and operate, sell to City
- City Repurchase Rights
 - Prior to commencement of construction and Buyer determines to sell, City has right to purchase at price paid by Buyer less \$10,000
 - Period from commencement of construction to 4 years after certificate of occupancy and Buyer determines to sell, City has right to purchase at price paid by Buyer plus fair market value of improvements
 - After 4 years and Buyer receives a bonafide offer to purchase, City has right to consent to sale (which cannot be unreasonably withheld). If do not consent, the City has right to repurchase the property at amount of offer.
 - Repurchase rights subject to right of franchisor to purchase but City has right to consent to subsequent sale by franchisor.

Attached is the following:

- (1) Resolution Assigning Property to Economic Development;
- (2) Resolution Authorizing the Sale of Real Property for Economic Development;
- (3) Purchase and Sale Agreement with exhibits demonstrating site and exterior appearance of hotel;
- (4) Schedule of timeframes built into the Agreement; and
- (5) Letter from Thomas Glennon related to the probable hourly wage to be paid to workers by the hotel to be located upon the property.

The City is authorized to convey by private negotiation real property for an economic development purpose. A public hearing is required to be held and then Council is to approve a resolution which assigns the property to economic development and a resolution which authorizes the sale of the property for economic development. In the resolution, Council is to determine the fair market value of the property being conveyed (\$925,350 based upon an appraisal) and the probable hourly wage to be paid to workers by the business to be located at the property (\$12.00 based upon the attached letter from Thomas Glennon).

Fiscal Note:

Approval of the conveyance will result in a revenue of \$925,350. Since the acquisition of both the Convention Center property and the former Pizza Hut property was through the room occupancy tax and as a result of the Interlocal Agreement with the County relating to the Convention Center, this revenue must be allocated for convention center related purposes.

Recommendation:

Approval of the attached resolutions entitled (1) Resolution Assigning Property to Economic Development and (2) Resolution Authorizing the Sale of Real Property for Economic Development will authorize the conveyance of the property pursuant to the agreement.

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- [📄 Resolution Assigning Property to Economic Development](#)
- [📄 Resolution Authorizing the Sale of Real Property for Economic Development](#)
- [📄 Purchase and Sale Agreement](#)
- [📄 Hotel Exhibits 1-4 for Agreement](#)
- [📄 4_07](#)
- [📄 Letter From Tom Glennon re Hourly Wage](#)

RESOLUTION NO. 07-
RESOLUTION ASSIGNING PROPERTY TO ECONOMIC DEVELOPMENT

WHEREAS, the City of Greenville acquired property consisting of 0.82 acres located south of Greenville Boulevard and adjacent to the Greenville Convention Center upon which a Pizza Hut restaurant was formerly located;

WHEREAS, the aforescribed property and a 1.0 acre portion of the Greenville Convention Center property to the south and east is not required for City activities and is appropriate for commercial use to complement the Greenville Convention Center; and

WHEREAS, the City desires to hold the 1.82 acre site for conveyance to a private company for commercial use to complement the Greenville Convention Center;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the hereinafter described property is now held by the City of Greenville for economic development purposes pursuant to North Carolina General Statute 158-7.1, said property consisting of approximately 1.82 acres, more or less, bounded on the north by Greenville Boulevard, on the west by property owned by CRE Brown LLC, and on the east and south by other portions of the Greenville Convention Center property and being comprised of the 0.82 tract described in the deed recorded in Book 1437, at Page 192, Pitt County Registry, and a 1.0 portion of the Greenville Convention Center property to the south and east of said 0.82 acre tract, said Greenville Convention Center property being described in Book 784, at Page 345, Pitt County Registry.

This the 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk

RESOLUTION NO. 07-
RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY
FOR ECONOMIC DEVELOPMENT

WHEREAS, North Carolina General Statute 158-7.1 authorizes the City of Greenville to undertake an economic development project by conveying property to a company for commercial use;

WHEREAS, the City of Greenville is the owner of a 1.82 acre tract located south of Greenville Boulevard and near the Greenville Convention Center;

WHEREAS, the City of Greenville and Greenville Prime Investors II, LLC have engaged in private negotiations for the conveyance of the aforescribed 1.82 acre tract to the end that Greenville Prime Investor II, LLC may construct a hotel on the tract and have reached a tentative agreement on the terms of the conveyance; and

WHEREAS, the City of Greenville has held a public hearing to consider whether to approve conveyance of the tract to Greenville Prime Investors II, LLC;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville as follows:

- 1) The conveyance of a fee simple interest in the hereinafter described real property to Greenville Prime Investors II, LLC in accordance with the provisions of the Purchase and Sale Agreement dated April 12, 2007, be and is hereby approved, said property consisting of approximately 1.82 acres, more or less, bounded on the north by Greenville Boulevard, on the west by property owned by CRE Brown LLC, and on the east and south by the other portions of the Greenville Convention Center property and being comprised of the 0.82 tract described in the deed recorded in Book 1437, at Page 192, Pitt County Registry, and a 1.0 portion of the Greenville Convention Center property to the south and east of said 0.82 acre tract, said Greenville Convention Center property being described in Book 784, at Page 345, Pitt County Registry.
- 2) The probable hourly wage to be paid to workers by the hotel to be constructed by Greenville Prime Investors II, LLC on the tract is determined to be \$12.00, said determination is based upon materials provided by Greenville Prime Investors II, LLC.
- 3) The fair market value of the property is determined to be \$925,350 and Greenville Prime Investors II, LLC will pay the full amount of said fair market value for the conveyance, said determination of the fair market value being based upon the appraisal of the property by F. Bruce Sauter, MAI, dated November 15, 2006.

- 4) In accordance with the Purchase and Sale Agreement dated April 12, 2007, Greenville Prime Investors II, LLC has agreed to construct and operate a hotel on the property, said hotel to complement the Greenville Convention Center.

This the 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk

**NORTH CAROLINA
PITT COUNTY**

**PURCHASE AND SALE
AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT, hereinafter referred to as the “Agreement”, is made and entered into as of the ___ day of April, 2007, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as the “SELLER”, and Greenville Prime Investors II, LLC, a North Carolina limited liability company, Party of the Second Part and hereinafter referred to as the “BUYER”;

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein set forth, the legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase.

SELLER agrees to sell and BUYER agrees to purchase the hereinafter described property under the terms and conditions hereinafter set forth.

2. Description of Property.

The property subject to sale pursuant to the terms of this Agreement and hereinafter referred to as the “Property” is the real property described on Exhibit 1 attached hereto, together with all rights and easements appurtenant thereto, and all furniture, fixtures and equipment therein now owned by SELLER.

3. Title Deed.

At Closing, as hereinafter defined, SELLER shall convey a good record and insurable fee simple title to BUYER by a good and sufficient general warranty deed running to BUYER, free from encumbrances other than the Permitted Exceptions, as herein defined, except:

- (a) Provisions of existing building, zoning and other land use laws;
- (b) Such taxes for the then current year as are not due and payable on the Closing Date, as hereinafter defined; and

Full possession of the Property, subject to existing lease and subleases, is to be delivered at the time of Closing, said Property to be then in the same condition as they now are, reasonable use and wear thereof excepted.

The BUYER shall have the right until April 30, 2007, (the "Investigation Period") to inspect the Property in order to determine whether, in BUYER's sole discretion, the Property meets with BUYER's approval. During the Investigation Period, BUYER may, at its sole cost and expense, conduct an examination and analysis of the Property, including, but not limited to, zoning regulations, access, easements, drainage, permit requirements, utility capacity, hook up fees, the environmental condition of the premises, title and survey. If the Property does not meet with BUYER's approval for any reason and in its sole discretion, then BUYER may terminate this Agreement on or before the expiration of the Investigation Period, in which event, the Deposit made by BUYER hereunder shall be promptly returned to BUYER and thereafter this Agreement shall be void without recourse to either party at law or in equity, except for such matters as are stated herein to survive such termination.

BUYER shall have until expiration of the Investigation Period to give SELLER a written notice (the "Title Objection Notice") that sets forth in reasonable detail any objections that BUYER has to title or survey matters affecting the premises (the "BUYER Title Objections"). SELLER shall have ten (10) business days from its receipt of the Title Objection Notice ("SELLER's Title Election Period") to give BUYER notice as to whether SELLER elects to use reasonable efforts to cure the BUYER Title Objections by the Closing. If SELLER fails to give BUYER written notice of such election before the end of SELLER's Title Election Period, SELLER shall be deemed to have elected not to attempt to cure the BUYER Title Objections. If SELLER elects or is deemed to have elected not to attempt to cure any one or more of the BUYER Title Objections, such BUYER Title Objections shall be permitted exceptions and BUYER shall have five (5) business days from the later of (i) receipt of SELLER's response or (ii) from the end of SELLER's Title Election Period to determine whether to take title to the Property subject to such matters or to terminate this Agreement in accordance with this Agreement. If SELLER elects to use reasonable efforts to cure any one or more of the BUYER Title Objections, SELLER shall have until the Closing to complete such cure, failing which

BUYER shall have the option of either accepting the title as it then is or demanding a refund of the Deposit, which shall immediately be returned to BUYER; thereupon, except for any surviving obligations, BUYER and SELLER shall have no further obligations or liabilities under this Agreement. If SELLER elects to use reasonable efforts to cure any one or more BUYER Title Objections, SELLER shall use reasonable efforts to correct such BUYER Title Objections on or before the Closing, except that SELLER shall in no event be required to bring suit to clear any claimed title or survey defects and except for SELLER's mortgages, SELLER shall not be required to expend more than a total of Five Thousand Dollars (\$5,000) to cure the BUYER Title Objections. Any of SELLER's mortgages will be satisfied by SELLER on or prior to the Closing.

7. Extension to Perfect Title or Make Property Conform.

If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the Closing the premises do not conform with the provisions hereof, then, subject to paragraph 6 hereof, the SELLER shall use reasonable efforts to remove any Title Objections, or to deliver possession as provided herein, or to make the premises conform to the provisions hereof, as the case may be, and the Closing shall be extended for a period of thirty (30) days. If the thirtieth (30th) day falls on a Saturday, Sunday or legal holiday in the State of North Carolina, the closing shall be extended to the next business day which is not a legal holiday in the State of North Carolina. In so using reasonable efforts, SELLER need not incur expense in excess of Five Thousand Dollars (\$5,000.00) in the aggregate, inclusive of reasonable attorneys' fees.

8. Failure to Perfect Title or Make Premises Conform, etc.

If at the expiration of the extended time, the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then, subject to paragraph 9 below, BUYER may terminate this Agreement in which event the Deposit paid hereunder shall be returned to BUYER.

9. Buyer's Election to Accept Title.

The BUYER shall have the election, at either the original or any extended time for the Closing, to accept such title as SELLER can deliver to the Property in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.

10. Use of Money to Clear Title.

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of Closing, use the purchase money or any portion thereof to clear the title of any or all liens, and the discharges of such liens may be received after the Closing in accordance with customary practice in North Carolina.

11. Insurance/ Risk of Loss.

All risk of loss as a result of any exercise of the power of eminent domain or by reason of fire or other casualty shall remain on SELLER until Closing. In the event of a taking of the Property or any material part thereof by any exercise of the power of eminent domain or by the purchase in lieu thereof prior to Closing, or in the event of any material loss or damage to the Property by reason of fire or other casualty prior to Closing, BUYER may, at its option, by written notice to SELLER prior to Closing either (i) terminate this Agreement and all its obligations hereunder, in which event the Deposit shall be returned to BUYER and the parties hereto shall have no further obligations or liabilities to one another hereunder, except as otherwise provided herein, or (ii) waive the foregoing right and enforce its remaining right to purchase the Property as provided herein, in which event SELLER shall assign to BUYER its rights to receive condemnation awards or insurance proceeds, as applicable. If BUYER does not make an election prior to Closing, it shall be deemed to have waived its termination right.

12. Adjustments.

Water, sewer use charges, real estate taxes and other municipal or county charges for the then current fiscal year, shall be apportioned and shall be adjusted, as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER on the Closing Date. SELLER shall pay the costs of any conveyance, recordation or transfer fees or taxes and any other fees or charges

customarily paid by sellers in Greenville, North Carolina, and BUYER shall pay the cost of recording the deed, the Title Commitment, any survey, title insurance, recordation or transfer fees or taxes and other fees or charges customarily paid by purchasers in Greenville, North Carolina. Each party shall be responsible for its own respective attorneys' fees and other third party costs.

13. Adjustment of Unassessed and Abated Taxes

If the amount of said taxes is not known at the Closing, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. This paragraph shall survive the Closing.

14. Broker Indemnity.

BUYER and SELLER each represents and warrants to the other that the warranting party has not contracted with any real estate broker, finder or the like in connection with the transaction contemplated by this Agreement, and that the warranting party was not directed to the non-warranting party as the result of any services or facilities of any real estate broker, finder or the like, other than the Escrow Agent. BUYER and SELLER each agrees to indemnify, hold harmless and defend the other from and against all claims, loss, costs, damages, liabilities and expenses (including court costs and reasonable attorneys' fees and expenses) arising from or relating to the breach of any of the foregoing warranties. This paragraph shall survive the Closing or earlier termination of this Agreement.

15. Deposit.

The Deposit made hereunder shall be held by the Escrow Agent and placed in a non-interest bearing account.

16. Default Prior to Closing Damages.

(a) BUYER's Default.

In the event BUYER breaches this Agreement prior to Closing, the Deposit made hereunder by the BUYER shall be paid to the SELLER as liquidated damages and not as a penalty, it being agreed that the determination of actual damages is much too speculative, and thereafter this Agreement shall be void without recourse to either party at law or in equity, except for those matters which expressly survive such termination.

(b) SELLER's Default.

In the event of a default by SELLER prior to Closing, BUYER may (a) terminate this Agreement and the Deposit shall be returned to BUYER or (b) enforce specific performance of this Agreement.

17. Liability of Trustee, Shareholder, Beneficiary, etc.

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any officer, director, member, trustee, manager, employee, shareholder, or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

18. Warranties, Representations and Covenants.

(a) SELLER's Representations, Warranties and Covenants. SELLER makes the representations and warranties to BUYER which are set forth below, as of the date of this Agreement and as of the Closing Date. Notwithstanding such representations and warranties, BUYER acknowledges (i) that BUYER has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic and legal condition of the Property, and (ii) that, other than as specifically set forth below in this Agreement, SELLER is not making and has not at any time made any representation or warranty of any kind or nature, either oral or written, directly or indirectly, expressed, implied, statutory or otherwise, with respect to the Property ,

including, without limitation, representations or warranties as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, latent or patent physical or environmental condition, health or safety matters, utilities, operating history or projections, valuation, the applicability of any laws, rules or regulations or compliance therewith. Notwithstanding anything to the contrary contained in this Agreement, based upon BUYER's familiarity with the Property, BUYER's due diligence relating to the Property and BUYER's experience and knowledge as to the market in which the Property is situated and as to investment in and operation of real estate in the nature of the Property and real estate in general, BUYER shall purchase the Property on the Closing Date in its "AS IS, WHERE IS AND WITH ALL FAULTS" condition, without any representation or warranty whatsoever as aforesaid, except as expressly set forth in this Agreement, and BUYER fully assumes the risk that adverse latent or patent physical, structural, environmental, economic or legal conditions may not have been revealed by BUYER's investigations. SELLER and BUYER acknowledge that the Purchase Price to be paid to SELLER for the Property has taken into account that the Property is being sold subject to the foregoing provisions of this paragraph.

- (i) SELLER is a North Carolina municipal corporation, and SELLER has the full right and authority to enter into this Agreement without any further consents, and this Agreement has been executed on behalf of SELLER by a person(s) with full authority to bind the SELLER to the terms and conditions hereof;
- (ii) There are no legal actions, suits, or other legal or administrative proceedings of which SELLER has received written notice pending or, which affect SELLER's ability to execute or perform its obligations under this Agreement.
- (iii) SELLER has not entered into any Agreement with reference to the premises, which would in any way be binding upon BUYER or its successors or assigns or affect or limit BUYER's or its successors' or assigns' full use and enjoyment of the Property, except for the

existing lease and subleases, a copy of which is attached as Exhibit 2, and except as may be disclosed by a title examination of the Property.

(b) Buyer's Representations and Warranties. The BUYER represents and warrants to SELLER as of the date hereof and as of the Closing Date:

BUYER is organized and validly existing under the laws of the State of North Carolina has the full right and authority to enter into this Agreement without any further consents and to perform all of its obligations hereunder, and this Agreement has been executed on behalf of BUYER by a person(s) with full authority to bind BUYER to the terms and conditions hereof.

The foregoing representations, warranties and covenants shall survive for twelve (12) months after the Closing Date. During such survival period, BUYER or SELLER, as applicable, must commence suit with respect to such representations, warranties or covenants, in a court of competent jurisdiction, and a failure of BUYER or SELLER, as applicable, to do so shall forever bar BUYER or SELLER, as applicable, from pursuing any rights under this paragraph.

19. Closing Deliveries

(a) Seller's Closing Deliveries. On or prior to the Closing Date, SELLER shall deliver or cause to be delivered each of the following items to BUYER:

- (i) A duly executed deed conveying the premises to BUYER or its assignee or nominee, together with evidence of the authority of the person signing on behalf of SELLER;
- (ii) Customary affidavits, certifications, and other documents as are reasonably required by BUYER'S title insurer, including, without limitation, so-called "mechanic's lien" and "parties in possession" affidavits; and evidence of SELLER'S authority to enter into an consummate this transaction;
- (iii) A counterpart original of the closing statement setting forth the Purchase Price and the closing adjustments; and

(iv) Such other reasonable documents as are contemplated by the transaction described in this Agreement.

(b) Buyer's Closing Deliveries. On or prior to the Closing Date, BUYER shall deliver or cause to be delivered each of the following to SELLER:

- (i) A counterpart original of the closing statement;
- (ii) The balance of the Purchase Price; and

Such other reasonable documents as are contemplated by the transaction described in this Agreement.

20. Conditions to Buyer's Obligations.

The obligations and liabilities of BUYER relating to the purchase of the Property hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions prior to or simultaneously with the Closing, any of which may be waived by written notice from BUYER to SELLER:

- (a) SELLER has complied with and otherwise performed each of the covenants and obligations of SELLER set forth in this Agreement.
- (b) All representations and warranties of SELLER as set forth in this Agreement shall be in all material respects true and correct as of the Closing Date.
- (c) There shall be no change in the zoning applicable to the Property which deletes a hotel as a permitted use of the Property after the Investigation Period.

21. Escrow Agent.

In the event that the Escrow Agent places the deposit or any other sums or things held by him in the Office of the Clerk of the Superior Court of Pitt County and files an action of interpleader naming BUYER and SELLER, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith and the SELLER hereby agrees, that thereafter Escrow Agent may represent BUYER in any matter or proceeding related to the Property or this Agreement.

22. Hotel Improvements.

BUYER in accordance with the provisions of this Agreement, shall construct on the Property a hotel having no less than one hundred (100) rooms with beds, said hotel being

hereinafter referred to as the Hotel. In the event at least one hundred (100) rooms with beds cannot be constructed on the Property as a result of the requirements for parking pursuant to the Zoning Ordinance for Greenville, North Carolina, then, at the request of the BUYER, the SELLER will authorize, by a written notice to the BUYER, a reduction in the number of rooms with beds required to the maximum number which may be constructed while complying with the requirements for parking pursuant to the Zoning Ordinance for Greenville, North Carolina. It is understood and agreed by BUYER and SELLER that, as a result of the proximity to and anticipated synergy of the Hotel with the Convention Center, that the Hotel shall be constructed in a manner so that it complements, supports, enhances, and benefits the Convention Center. Accordingly, the appearance of the exterior of the Hotel shall be similar to the exterior appearance of the Convention Center and a focal point entranceway to the Hotel with a canopy shall be oriented toward the Convention Center. The Hotel will be erected in the approximate location on the Property as shown in Exhibit 3 attached hereto. A focal point entranceway to the Hotel with a canopy oriented to the Convention Center and the exterior appearance of the Hotel will be as shown on Exhibit 4 attached hereto. These components of the design of the Hotel will be determined in accordance with the other components of the design of the Hotel in accordance with the provisions of this Agreement, however, these components will be in conformity with the Exhibits hereinbefore referenced, unless the SELLER and BUYER agree otherwise. BUYER may only construct upon the Property the Hotel as determined in accordance with the provisions of this Agreement.

23. Development Of Preliminary Design Plans.

BUYER shall retain an architect to perform professional services relating to the design of the Hotel. Following the execution of this Agreement, BUYER shall cause the Architect to develop the preliminary design plans ("Preliminary Design Plans") which shall include those drawings, technical specifications, and other data necessary to completely and accurately describe the scope, capability, character, and quality of the Hotel. The Architect shall incorporate in the preliminary design the requirements of the Hilton Hotels Corporation for a Hampton Inn, as the franchisor for the Hotel. The documents shall establish all sizes, clearances, loads and capacities for all buildings, loading docks, parking facilities, and other structures to be placed on the Property. The BUYER shall submit no later than three (3) months from Closing, the Preliminary Design Plans to the

SELLER for the approval by the SELLER. The SELLER shall review all Preliminary Design Plans, together with all specifications and other documents produced by the Architect. SELLER shall have thirty (30) days after receipt of the Preliminary Design Plans to approve or disapprove the Preliminary Design Plans. Notwithstanding any other provisions of this Agreement, SELLER has final approval authority of the Preliminary Design Plans with the approval or disapproval being in the sole discretion of the SELLER but approval not to be unreasonably withheld so long as such Preliminary Designs are in conformity as the Exhibits hereto attached, unless the BUYER and SELLER agree otherwise.

24. Plans And Specifications.

Following final approval of the Preliminary Design Plans by SELLER, BUYER shall cause the Architect to prepare the documents for the construction of the Hotel ("Plans and Specifications") which shall set forth in the customary detail the work to be done and the materials, workmanship, finishes, and equipment required. The Architect shall incorporate in the Plans and Specifications, the requirements of the Hilton Hotel Corporation for a Hampton Inn, as the franchisor for the Hotel. In the preparation of the Plans and Specifications, there shall be no material deviation from the approved Preliminary Design Plans without the prior written approval of SELLER. BUYER shall submit no later than ten (10) months from Closing the Plans and Specifications to the SELLER for the review and approval by the SELLER. The SELLER shall have thirty (30) days after receipt of the Plans and Specifications to approve or disapprove the Plans and Specifications or approval is presumed. Any disapproval shall state specifically why it is not in conformity with the Preliminary Design Plans. SELLER shall review all Plans and Specifications produced by the Architect and may make recommendations to BUYER for reasonable changes or modifications in keeping with the general intent of the approved Preliminary Design Plans. The SELLER shall have the right to disapprove the Plans and Specifications only if they are not in conformity with the approved Preliminary Design Plans.

25. Cooperation.

A policy of full cooperation shall prevail as between BUYER and SELLER and their authorized representatives with respect to all matters related to the development and review of the Preliminary Design Plans and Plans and Specifications, subject to the understandings contained herein, BUYER and SELLER agree in good faith to:

- a. Commence promptly, pursue diligently, and complete timely the development and review of the Preliminary Design Plans and Plans and Specifications;
- b. Cooperate with the other party in reviewing and providing written comment on the Preliminary Design Plans and Plans and Specifications; and
- c. Keep each other (through their designated representatives) regularly and reasonably informed of the progress being made in the preparation and review of the Preliminary Design Plans and the Plans and Specifications.

26. Construction Schedule.

Prior to commencing construction of the Hotel, BUYER, shall promptly make application and diligently pursue same to obtain all necessary permits, consents, certificates and approvals for the construction of the Hotel from all governmental authorities having jurisdiction over the Property and/or existing improvements located thereon. Consistent with the foregoing, BUYER shall comply with all laws relating to the construction of the Hotel. It is understood and agreed that submittal and approval of the Preliminary Design Plans and the Plans and Specifications does not replace any submittal to or approval by the SELLER in its role as a regulatory entity for construction activities. Commencement of construction of the Hotel shall begin no later than four and one half (4½) months after approval of the Plans and Specifications by the SELLER. The Hotel Improvements shall be completed and operational no later than thirteen (13) months after construction commences; reasons of force majeure such as, but not limited to, acts of war, insurrection, civil strife and commotion, labor unrest, or acts of God are excepted.

In the event the Hotel Improvements are not completed and operational within the time limit set forth in this section then, unless liability is forgiven as provided in this section, the BUYER shall be liable to the SELLER, as liquidated damages and not as a penalty, in the amount of three hundred and no/100ths dollars (\$300.00) for each and every calendar day that the Hotel Improvements shall remain uncompleted or non-operational. The BUYER shall not be liable for liquidated damages in the event the liquidated damages are forgiven by a majority vote of a committee consisting of the City Manager of the SELLER, the Director of Public Works of the SELLER, and one (1) person designated by the BUYER, said damages to be forgiven if said committee

determines that the time limit was not met as a result of events or circumstances which are not within the control of the BUYER.

27. Conditions During Construction.

BUYER shall, throughout the course of construction of the Hotel, cause its General Contractor to use commercially reasonable efforts to:

- a. maintain a reasonably clean, securely enclosed construction site on the Property with fencing;
- b. store all equipment within designated areas within the construction site on the Property for the Hotel being constructed unless otherwise reasonably approved by the SELLER;
- c. refill and restore as soon as feasible any streets or other existing facilities on or about the construction site which BUYER has disturbed;
- d. keep the streets and other public areas in and about the premises adjacent to the construction site reasonably free from dirt and debris resulting from the construction, and take all reasonable action to limit airborne dirt and dust;
- e. exert reasonable efforts to prohibit construction equipment, trailers, trucks, automobiles, construction vehicles, delivery trucks, employee automobiles and other equipment and vehicles from standing or parking on the property of the Convention Center;
- f. repair any damage caused by BUYER's General Contractor, or by the construction of the Hotel by BUYER, to the streets or other existing facilities on about the Property prior to the application for issuance of final certificate of occupancy; and
- g. initiate, maintain and supervise appropriate safety precautions and programs in connection with the construction of the Hotel.

28. Operation Of Hotel.

BUYER understands that the Hotel reflects upon the Convention Center as a result its proximity to and anticipated synergy with the Convention Center. Accordingly, so long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, BUYER shall operate the Hotel in a first-class manner and in a manner in which the Hotel complements, supports, enhances, and benefits the Convention Center. BUYER shall do or cause to be done in a first class manner, at least the following items:

a. BUYER shall, at all times during the term of this Agreement, operate the Hotel under and pursuant to a franchise agreement or license with Hilton Hotels Corporation for a Hampton Inn, or with the approval of the SELLER, some other national hotel chain of a similar or better quality and reputation. In connection therewith: (i) BUYER shall not change the use of the Hotel unless and only to the extent necessary to comply with and conform in all respects to the terms and conditions of this Agreement and its Agreement with the Hilton Hotels Corporation for a Hampton Inn or a successor franchisor; and (ii) BUYER shall give SELLER prior written notification of any proposed voluntary or involuntary termination of its franchise agreement or license with Hilton Hotels Corporation for a Hampton Inn or a successor franchisor. In connection with such notification, BUYER shall provide SELLER with information regarding its plans regarding a replacement franchise or license and shall use its best efforts to have in place, prior to termination, a replacement franchise or license that meets the requirements of this section, which replacement franchise is approved by SELLER prior to the termination of the franchise it is to replace.

b. BUYER shall maintain all exterior landscaping and yards in a neat, presentable and first-class manner to the same extent as the exterior of the Convention Center is maintained.

c. BUYER shall exert every reasonable effort to ensure that all food service facilities located on the Hotel Property maintain a Grade "A" rating with the State of North Carolina and shall promptly notify SELLER within ten (10) days of its failure to do so and the steps it is taking to remedy such shortcoming.

d. BUYER shall not discriminate at any time against any person or group on account of sex, age, race, color, creed, religion, handicap, national origin or ancestry in the operation of the Hotel.

29. Quality Of Repairs And Maintenance.

In making any repairs and maintenance to the Hotel, all work done shall be of first-class quality in both materials and workmanship. All repairs and maintenance will be made in conformity with all governmental requirements and shall be made in a timely manner, with as little disruption to ongoing activities in or around the Convention Center as is reasonably possible.

30. Alterations To Hotel By Buyer.

So long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, BUYER shall make no material alterations, additions or improvements in or to the Hotel without the prior written approval of SELLER, which approval shall be granted or denied within thirty (30) days after receipt of the plans. For the purpose of this section, a “material alteration, addition or improvement” shall mean a change which results in (1) a change in the overall appearance of the exterior of any part of the Hotel; or (2) a change in the structural integrity of any part of the Hotel.

31. Damage To And Destruction Of The Hotel.

So long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, if the Hotel is damaged or destroyed by fire or other casualty so extensively as to require the replacement of fifty percent (50%) (based upon then insurable replacement value) or more of the Hotel at any time, BUYER shall have the option, which shall be exercised within sixty (60) days after the casualty occurs by written notice to SELLER, either (i) to replace and restore the Hotel to the condition which existed prior to such damage or destruction, or to a better condition, and BUYER shall have the full proceeds from the insurance thereon to pay the costs of such restoration, in which case this Agreement shall continue in full force and effect, or (ii) to elect not to operate the Hotel, in which event the SELLER shall have the right to acquire the Property for its fair market value. If BUYER elects to replace and restore the Hotel, BUYER shall proceed diligently with the required repairs or other corrective action and shall commence work within one hundred twenty (120) days after the casualty occurs. If the Hotel is damaged or destroyed by less than the amount referred to above at any time during the term of this Agreement, BUYER shall replace and restore the Hotel premises and use the insurance proceeds therefore.

32. Temporary And Permanent Easements.

Prior to the commencement of construction of the Hotel, SELLER and BUYER shall work together to determine the temporary and permanent easements necessary for the operation of the Convention Center and the Hotel and shall use such information to complete an Easement Agreement which BUYER and SELLER shall execute, deliver and record. The easements and rights granted in and pursuant to the Easement Agreement shall be unencumbered, marketable, and subject to no conditions or restrictions, and any

party shall have the right to require the other party thereto to have any prior liens, restrictions or matters of title subordinated to the easements and rights granted pursuant to the Easement Agreement, in a manner reasonably acceptable, and at no cost, to the requesting party as of the time of recordation of the Easement Agreement. SELLER and BUYER shall cause the Easement Agreement to be completed by (i) SELLER granting to BUYER, its employees, agents, tenants, guests, and invitees, vehicular and pedestrian access, and use over and upon the areas designated for each such use on property of Convention Center so long as a hotel is operated upon the Property; and (ii) so long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, BUYER granting to SELLER, its employees, agents, tenants, guests, and invitees, vehicular and pedestrian access, and use over and upon the areas designated for each such use on the Property including, but not limited to ingress and egress for vehicular traffic through the Property between the property of the Convention Center and Greenville Boulevard. No rights to parking on the opposite party's property are granted except by a separate document signed by the parties.

33. Demolition Of Existing Pizza Hut.

It is understood and agreed that when conveyance of the Property is made, the existing structure known as the former Pizza Hut will be thereon. It will be the responsibility of the BUYER to demolish and remove such structure. Said demolition to occur after closing unless written permission is received from SELLER prior thereto.

34. Repurchase Rights Of Seller.

BUYER and SELLER agree that the BUYER may, at any time, elect to sell the Property and so long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, certain repurchase rights apply.

If the BUYER elects to sell the Property prior to the commencement of construction, or does not commence construction by the date required by this Agreement, the SELLER will repurchase the Property at the same price BUYER paid for it less ten thousand dollars. BUYER shall give written notice to the SELLER that it has determined to sell the Property and BUYER and SELLER will have sixty (60) days from receipt of the written notice from BUYER to consummate said repurchase. For the purpose of this section, commencement of construction shall mean the start of any work related to the Hotel, after

receipt of the appropriate building permit other than the demolition of the existing structure known as the former Pizza Hut located upon the Property.

If the BUYER elects to sell the Property at any time after the commencement of construction and prior to the date which is four (4) years after a Certificate of Occupancy for the Hotel is issued, SELLER shall have the right to repurchase the Property. BUYER shall give written notice to the SELLER that it has determined to sell the Property and the SELLER shall have sixty (60) days to determine whether to repurchase the Property and BUYER and SELLER shall have an additional thirty (30) days thereafter to consummate said repurchase. The purchase price shall be the sum of the purchase price paid by BUYER to SELLER plus the fair market value of improvements (other than the demolition of the existing structure known as the former Pizza Hut located on the Property) to the Property made by BUYER, said fair market value of improvements to be determined by an appraiser agreed upon by the SELLER and the BUYER. If the SELLER determines to not exercise its right to repurchase, then the BUYER may proceed to sell the Property to a third party, but the Property shall continue to be subject to the right to repurchase by the SELLER in accordance with the terms of this section.

If BUYER elects to sell the Property after the expiration of a period of four (4) years after a Certificate of Occupancy for the Hotel is issued, the SELLER shall have the right to repurchase the Property if the SELLER does not consent to the sale of the Property to another purchaser. BUYER shall give written notice to the SELLER that it has determined to sell the Property pursuant to a bonafide offer, said notice to specify the purchaser, the purchase price and include a copy of the contract which contains said offer. Additionally, BUYER shall provide SELLER with information related to the purchaser's finances, experience, and other matters related to the purchaser's ability to operate a hotel which are reasonably requested by the SELLER. The SELLER shall have a period of sixty (60) days to determine whether to consent to the sale, which consent shall not be unreasonably withheld. If the SELLER consents to the sale to the purchaser, then the BUYER may proceed to sell the Property to the purchaser in accordance with the terms of the contract which contains the offer of the purchaser and the Property shall continue to be subject to the right to repurchase by the SELLER in accordance with the terms of this section. If the SELLER does not consent to the sale to the purchaser, the

SELLER shall identify the reason consent was not given and shall have an additional thirty (30) days to determine whether to repurchase the Property for the purchase price and conditions of the offer. If the SELLER determines to repurchase, then the BUYER and the SELLER shall have an additional thirty (30) days to consummate the purchase. If the SELLER determines to not exercise its right to repurchase, then the BUYER may proceed to solicit other offers to buy the Property from third parties, but the Property shall continue to be subject to the right to repurchase by the SELLER in accordance with the provisions of this section.

For the purpose of this section, the right of SELLER to purchase or repurchase as provided in this section shall require the BUYER to convey to the SELLER the fee simple title to the Property by General Warranty Deed free and clear of encumbrances except franchise agreements, easements and rights of way now of record in Pitt County, ad valorem taxes for the then current year, the payment of which shall be prorated between the parties as of the date of closing, and any encumbrances hereafter consented to in writing by BUYER and SELLER.

Provided, however, that the right to repurchase as provided in this section shall be subject to such rights as BUYER's franchisor has to purchase the Property from the BUYER pursuant to its franchise agreement with the Hilton Hotels Corporation for a Hampton Inn or a successor franchisor except that no sale of the Property by BUYER's franchisor and no transfer or assignment of the right to purchase the Property by BUYER's franchisor shall occur without the consent of the SELLER which consent will not be unreasonably withheld. Whenever the SELLER has the right to repurchase as provided in this section, BUYER agrees to reasonably cooperate with SELLER to obtain permission to sell to SELLER from franchisor.

35. Real Property Record Notice.

An instrument shall be filed in the Office of the Register of Deeds of Pitt County which provides notice that the Property is subject to the conditions, requirements, and restrictions as contained in this Agreement. The instrument shall be indexed in the name of the BUYER in the grantor index. The covenants, terms and conditions contained in this Agreement shall bind and the benefits and powers shall inure to the respective successors, heirs, executors and assigns of the parties hereto.

36. Buyer's Insurance Coverage.

BUYER covenants and agrees that, prior to the commencement of construction of the Hotel, it shall obtain the following insurance which shall unless otherwise expressly set forth herein be maintained by the BUYER at all times during construction of the Hotel or on or about the Property until completion of construction of the Hotel (including any warranty or corrective work):

- (a) commercial general liability insurance for a combined single limit of not less than \$10,000,000 for bodily injury and for property damage covering the construction of the Hotel and the Property and all streets, alleys and sidewalks adjoining or appurtenant to the Property, and such insurance shall provide premises operations liability, owner's and contractor's protective liability on the operations of the BUYER, and contractors, completed operations (to be kept in force for not less than three (3) years following completion of construction), broad form contractual liability, broad form comprehensive general liability endorsement (including, but not limited to, explosion, collapse, underground damage, elevator liability, libel, slander, false arrest and products liability), motor vehicle liability (owned, non-owned and hired and those owned or leased by any contractors), with no exclusions pertaining to contractual and employee coverage, and an endorsement that all foundation, excavation or demolition work is covered;
- (b) worker's compensation insurance providing statutory North Carolina benefits for all persons employed by the BUYER and any contractor, in connection with any construction of the Hotel; and
- (c) builder's risk and installation insurance (All Risks subject to normal exclusions) which insurance shall include, without limitation, fire and extended coverage; vandalism and malicious mischief; collapse; earthquake; water damage; debris removal; loss of earnings to SELLER and the BUYER as the case may be; all fixtures, furnishings, furniture, equipment, machinery and building materials of any kind whatsoever relating to the Hotel (while in transit, during loading, unloading, hoisting and testing) written on a completed value, non-reporting, replacement cost basis with an annual automatic inflation update, naming as their interests may appear BUYER, SELLER, and any contractor, which insurance

shall contain an endorsement stating that "permission is granted to complete and occupy", an "Agreed Amount" clause (waiver of co-insurance), a waiver of subrogation clause, a "loss clause" providing that full coverage is reinstated after a loss, and if any off-site storage location is used, shall cover, for full insurable value, all materials and equipment on or about any such off-site storage location intended for use with respect to the development of the Hotel.

37. Default By Buyer.

The occurrence of any of the following shall be an event of default by BUYER under this Agreement:

(a) The filing by BUYER of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights, or the consent by BUYER to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights, or the entering of an order for relief against BUYER or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of BUYER in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of sixty (60) consecutive days.

(b) The failure of BUYER to diligently proceed with the construction of the Hotel and the continuation of such failure for twenty (20) days after written notice from SELLER to BUYER specifying the nature and extent of any such default or, if such default cannot reasonably be cured within the twenty (20) day period, the failure to commence to cure such default within such twenty (20) day period and to diligently continue to pursue such efforts to cure to completion within a reasonable period of time after the expiration of the twenty (20) day period, in no event to exceed sixty (60) days after the written notice of default.

(c) The failure of BUYER to perform or to observe any covenant, obligation or requirement of this Agreement, the Easement Agreement, which failure is not specifically named as a default in this section, and the continuation of such failure for twenty (20) days after written notice from SELLER to BUYER specifying the nature and extent of any such default, or, if such default cannot reasonably be cured within such twenty (20) day period, the failure to commence to cure such default within such twenty (20) day period and to diligently continue to pursue such efforts to cure to completion within a reasonable period of time after the

expiration of the twenty (20) day period, in no event to exceed sixty (60) days after the written notice of default;

38. Default By Seller.

The occurrence of any of the following shall be an event of default by SELLER under this Agreement:

(a) The filing by SELLER of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights, or the consent by SELLER to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights, or the entering of an order for relief against SELLER or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of SELLER in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of sixty (60) consecutive days.

(b) The failure of SELLER to perform or to observe any covenant, obligation or requirement of this Agreement, the Easement Agreement which failure is not specifically named as a default in this section and the continuation of such failure for twenty (20) days after written notice from BUYER to SELLER specifying the nature and extent of any such default, or, if such default cannot reasonably be cured within such twenty (20) day period, the failure to commence to cure such default within such twenty (20) day period and to diligently continue to pursue such efforts to cure to completion within a reasonable period of time after the expiration of the twenty (20) day period, in no event to exceed sixty (60) days after the written notice of default.

39. Remedies.

Upon the occurrence of any event of default which has not been cured within the applicable grace period, a non defaulting party shall have available to it the right to require specific performance and to pursue all other rights and remedies under this Agreement provided at law or in equity. All remedies under this Agreement shall be cumulative and in addition to any and all other remedies allowed or available.

40. Non-Waiver.

No failure by either SELLER OR BUYER to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or

remedy, shall constitute a waiver of any breach or default, present or future, except by specific written waiver.

41. Changes Required By Financing Mechanism.

BUYER and SELLER mutually agree to make such changes to this Agreement, by amendment or otherwise, as may reasonably be required in connection with the financing of the construction of the Hotel provided, however, that no party shall be obligated to agree to any change which would adversely affect its basic rights hereunder in any material way.

42. Force Majeure.

Notwithstanding any other provision of this Agreement, if at any time during the term of this Agreement it becomes necessary in BUYER's reasonable opinion to cease operation of the Hotel in order to protect the Hotel and/or the health, safety, or welfare of its guests or employees for reasons of force majeure such as, but not limited to, acts of war, insurrection, civil strife and commotion, labor unrest, or acts of God, then, in such event, BUYER may close and cease operation of all or part of the Hotel, reopening and commencing operation when BUYER deems that such may be done without jeopardy to the Hotel, its guests, and its employees. At all other times during the term of this Agreement, BUYER shall continuously and diligently operate the Hotel and keep the same open for business as required in accordance with the provisions hereof.

43. Assignment By Buyer.

Except as otherwise provided in this Agreement, neither BUYER, nor any trustee in bankruptcy, nor any other person, without the prior written consent of SELLER, shall directly or indirectly, sell, assign, transfer, license, permit, give, grant, devise, let or dispose of all or any of its rights or interest under this Agreement. Notwithstanding the foregoing, BUYER shall have the right to assign all of its right, title and interest under this Agreement to any affiliated company of BUYER, provided that the affiliated company is a single purpose entity engaged exclusively in business and financial activities related to the operation of the Hotel on the Property and provided that BUYER shall not be absolved of liability for performance of this Agreement. Any other assignments shall require SELLER's absolute consent which consent shall be in SELLER's sole discretion. Written notice of any sale, assignment, or transfer shall be given to SELLER promptly specifying the terms and conditions, the parties thereto, and the effective date.

44. Assignment By Greenville.

So long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, SELLER will have the right to sell, assign or transfer all or a part of its right, title and interest in this Agreement to any person or entity on the condition that this Agreement shall continue in full force and effect provided that BUYER consents, which consent shall not be unreasonably withheld. Written notice of any sale, assignment, or transfer shall be given promptly to BUYER, specifying the terms and conditions the parties thereto, and the effective date.

45. Notices.

All notices under this Agreement shall be in writing and will be deemed to have been sufficiently given when presented personally, sent by registered or certified mail, or sent by facsimile, telex or telegraph, addressed as follows or to such other address as either SELLER, BUYER, or the Escrow Agent may subsequently designate by this notice procedure:

If to BUYER: Greenville Prime Investors II, LLC
Attn: Roy Herrick
P.O. Box 30803
Greenville, N. C. 27833

With a copy to: Mattox, Davis, Barnhill, Paysour & Edwards, P.A.
315 West Second Street
Greenville, NC 27834
FAX: 252 752 0844

If to Escrow Agent: Mattox, Davis, Barnhill, Paysour & Edwards, P.A.
315 West Second Street
Greenville, NC 27834
FAX: 252 752 0844

If to SELLER: City of Greenville
Attn: City Manager
200 Martin Luther King Jr. Drive
Greenville, NC 27834

With a copy to: City of Greenville
Attn: City Attorney
200 Martin Luther King Jr. Drive
Greenville, NC 27834

Notice will be deemed effective (i) upon delivery, if delivery personally to the notice address of the party; (ii) on the date of dispatch, if by telegram or telex; (iii) three (3) days after mailing, if by registered or certified mail; and (iv) on the date confirmed by phone, if by facsimile transmission (facsimile transmission after 5:00 P.M. EST shall be deemed delivered the following day). Addresses for the purpose of this section can be changed via written notice to either party by certified mail with return receipt requested.

46. Amendments.

The conditions, covenants, agreements, and terms of this Agreement may only be waived, altered, or modified by an instrument in writing signed by the parties or their respective successors.

47. Applicable Law.

This Agreement will be interpreted under and governed by the laws of the State of North Carolina.

48. Entire Agreement.

This Agreement and exhibits hereto, constitute the entire agreement and understanding between the parties and supersedes all prior agreements, written or oral, and all prior writings.

49. Survival.

The terms and provisions of this Agreement shall survive closing.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement, in duplicate originals, as of the date first hereinabove written.

CITY OF GREENVILLE

**GREENVILLE PRIME
INVESTORS II, LLC**

BY: _____ (SEAL)
Wayne Bowers, City Manager

BY: _____ (SEAL)
Thomas T. Glennon, Manager

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Wayne Bowers, City Manager of the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2007.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Thomas T. Glennon, Manager of Greenville Prime Investors II, LLC, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2007.

Notary Public

My Commission Expires: _____

EXHIBIT 1

- Map showing boundary of Property

Consisting of 1.82 acres more or less bounded on the North by Greenville Boulevard, on the West by Brown-Wood, on the East by the first tier of parking spaces and the South by a tier of parking spaces containing the building site and the 106 parking spaces as shown. A more accurate description to be substituted upon completion of the survey.

EXHIBIT 2

- Lease Agreement between Philwin Developers Corp., as Lessor, and Pizza Huts of North Carolina, Inc., as Lessee, dated February 2, 1977, and the Supplement to Lease between Philwin Developers Corp, as Lessor, and Pizza Huts of North Carolina, Inc, as Lessee, dated January 17, 1978.

- Sub-Lease Agreement between Pizza Hut of Greenville, Inc., as Landlord, and Larry Picard, as Tenant, dated March 1, 2005.

- Sub-Lease Agreement between Pizza Hut of Greenville, Inc., as Landlord, and DAFF, LLC, as Tenant, dated December 1, 2005.

EXHIBIT 3

- Map showing approximate location of Hotel on Property

EXHIBIT 4

- Depiction of a focal point entranceway to the Hotel with a canopy oriented to the Convention Center and the exterior appearance of the Hotel.

EXHIBIT 1

GREENVILLE BLVD

Consisting of 1.82 acres more or less bounded on the North by Greenville Boulevard, on the West by Brown-Wood, on the East by the first tier of parking spaces and the South by a tier of parking spaces containing the building site and the 106 parking spaces as shown. A more accurate description to be substituted upon completion of the survey.

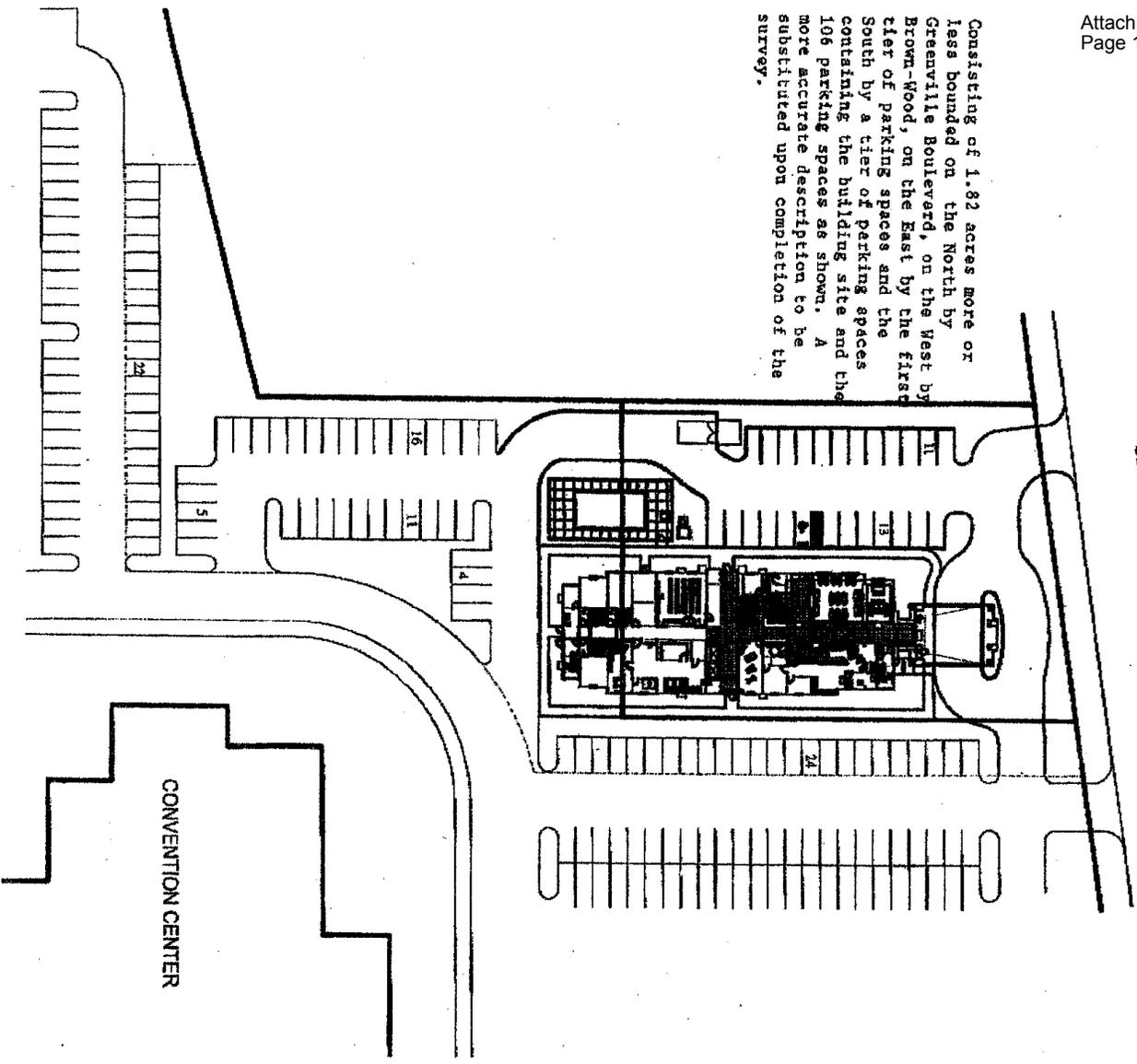


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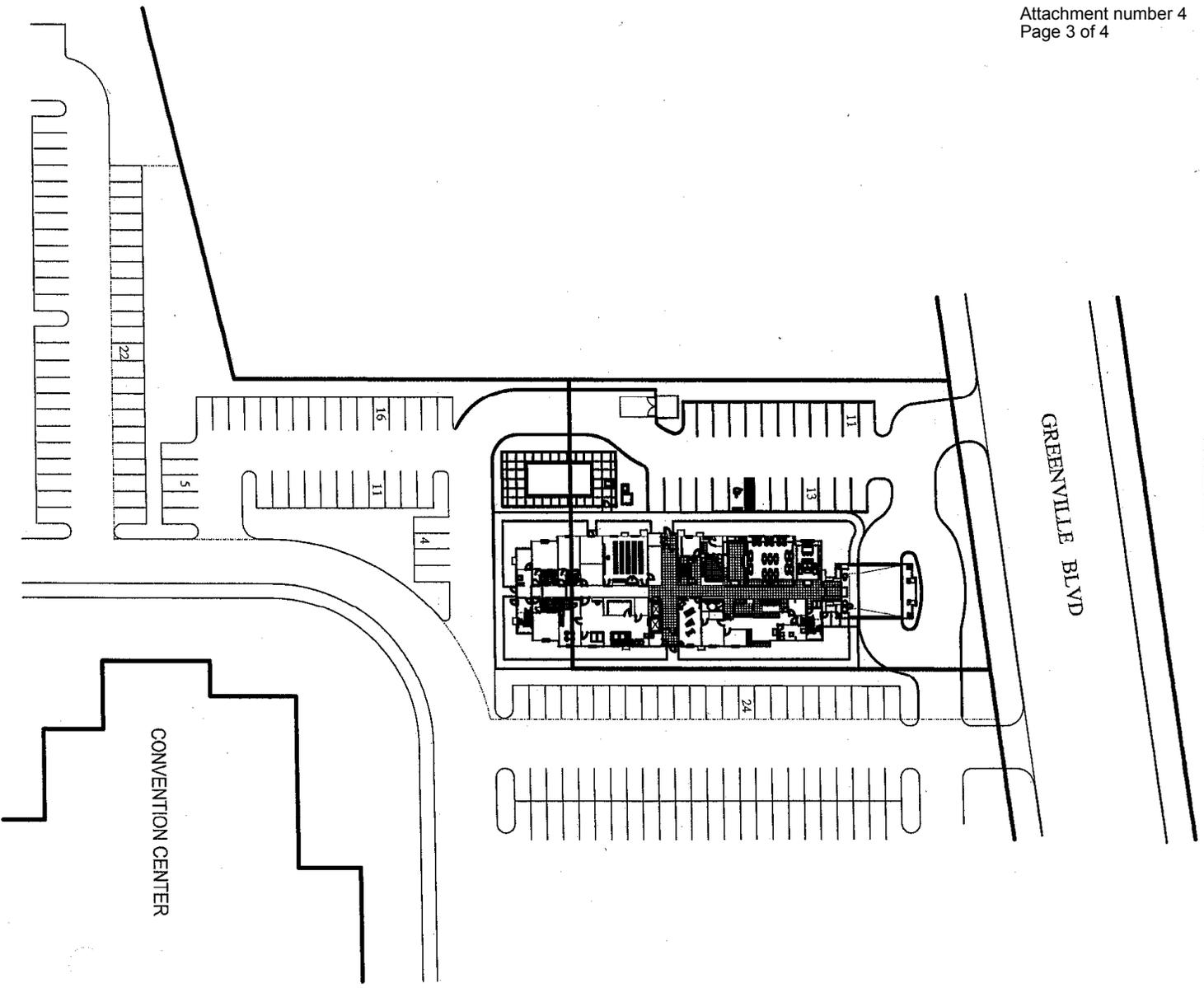


EXHIBIT 3

EXHIBIT 4



- First floor of the Hotel will be brick and mortar which matches the color, texture, and size of the base brick and mortar of the Convention Center
- Second floor and upper floors will be E.F.I.S. which matches the color of the accent brick on the Convention Center
- Accent pieces and entrances on the Hotel will match the color of the E.F.I.S. on the Convention Center connector

**SCHEDULE OF TIME FRAMES BUILT INTO CONVENTION CENTER
HOTEL AGREEMENT**

DATE

<u>April 12, 2007</u>	Approval by City Council
<u>April 30, 2007</u>	Investigation Period - Date specified in Agreement (paragraph 6)
<u>April 30, 2007</u>	Closing - Date specified in Agreement (paragraph 5)
<u>July 31, 2007</u>	Completion of Preliminary Plans - 3 months from Closing (paragraph 23)
<u>August 30, 2007</u>	Approval of Preliminary Plans - 30 days after receipt (paragraph 23)
<u>February 29, 2008</u>	Completion of Plans and Specifications - 10 months from Closing (paragraph 24)
<u>March 31, 2008</u>	Approval of Plans and Specifications - 30 days after receipt (paragraph 24)
<u>August 15, 2008</u>	Commencement of Construction - 4 ½ months after approval of plans (paragraph 26)
<u>September 15, 2009</u>	Completion of Construction and Hotel Operational - 13 months after construction begins (paragraph 26)
<u>October 25-27, 2009</u>	North Carolina League of Municipalities Convention

Greenville Prime Investors II, LLC
P. O. Box 30803
Greenville, NC 27833

March 20, 2007

David Holec, Esq.
Attorney for the City of Greenville
City Hall
200 Martin Luther King, Jr. Drive
Greenville, NC

Dear Mr. Holec:

As you are aware, Greenville Prime Investors II, LLC has applied to Hilton Corp. for a Hampton Inn license for the City of Greenville, North Carolina. They have indicated their willingness to issue that license, subject to our attaining title to a proposed tract of land currently part of the Greenville Convention Center site.

As part of the due diligence for this license we have analyzed the wages paid by similar hotels owned by affiliated companies and non-affiliated companies.

It is our belief, that at the time of opening of the subject hotel, the Probable Average Wage for all employees would be \$12.00 per hour work, before any and all benefits. That amount would equate to an Average Annual Wage for all employees of \$25,000 per annum. Benefits, other than vacation and holidays have been excluded from this annual total.

We currently anticipate that the total staff compliment for the property will be thirty employees when the hotel is fully functional.

If you have any further questions please contact me at 252.321.8780.

Sincerely,



Thomas Glennon
Manager



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Resolution approving exchange of property with Jarvis Memorial United Methodist Church and the agreement relating to said exchange and the City of Greenville/Jarvis Memorial United Methodist Church Development Project

Explanation: The City and Jarvis Memorial United Methodist Church have been negotiating an exchange of property and an associated development project which will result in (1) the Sheppard Memorial Library and its parking being contained within a City block including room for potential future Library expansion, (2) additional area being added onto the City's parking lot on Evans Street which will accommodate the construction in the future of an efficient parking deck, (3) a unified campus being established for the Church in order to accommodate a major facility expansion thereby retaining a major institutional use that brings citizens from throughout the community to the uptown area on a regular basis, and (4) the retention of a Dickinson Avenue/Sixth Street roadway connecting the Dickinson Avenue commercial district with uptown which is essential to the Dickinson Avenue revitalization efforts.

The exchange involves the City conveying the property located at the northeastern corner of the intersection of Dickinson Avenue/Washington Street and Sixth Street, consisting of 8,355 square feet, more or less, and having a value of \$345,225 along with a payment of \$1,353,555. The City will receive the property located at the southwestern corner of the intersection of Evans Street and Sixth Street, consisting of 17,539 square feet, more or less, and having a value of \$777,680 and two (2) tracts located at the northeastern corner of the intersection of Reade Circle and Dickinson Avenue/Washington Street, consisting of 11,241 and 12,059 square feet, more or less, and having a value of \$424,235 and \$496,865.

Other provisions relating to the exchange and the associated development project include provisions relating to (1) the street closure process of Sixth Street from Dickinson Avenue/Washington Street to Evans Street and of Dickinson Avenue/Washington Street from Reade Circle to the southern property line of the Humber House property; (2) the construction of a new Sixth Street from Reade

Circle to Evans Street; (3) the relocation of utilities; (4) the demolition of the Taft Furniture Building; (5) the dedication of additional utility and ingress/egress easements; (6) the Church paying one-half of the estimated costs related to utility relocation, street demolition, building demolition, grading, and street construction; (7) the construction of parking improvements on the City's parking lot on Evans Street; and (8) the Church's ability to park upon and acquire under certain conditions some of the property acquired by the City.

Since the construction of the new Sixth Street will eliminate the small parking area on Evans Street directly north of the Library building which is a part of the property which was used as collateral to secure the payment of the Certificates of Participation which financed the Library expansion, additional property will need to be included in a deed of trust to secure the payment. Bond counsel advises that including Tract B in a deed of trust will be sufficient. The resolution also authorizes that this be accomplished.

Attached is the following:

- (1) Resolution;
- (2) Map demonstrating properties to be exchanged;
- (3) Aerial photo demonstrating project as completed overlaid upon existing conditions;
- (4) Summary of Agreement; and
- (5) Agreement.

Fiscal Note:

The exchange results in the City paying \$1,353,555 when the property is exchanged, approximately \$400,000 as the City's share of the costs related to utility relocation, street demolition, building demolition, grading, and street construction, and \$200,000 relating to the expense of parking lot expansion for properties acquired by the City. This will be financed by the Center City Revitalization Bonds.

Recommendation:

Approval of the Resolution Approving the Exchange of Property with Jarvis Memorial United Methodist Church and the Agreement Relating to the Exchange and the City of Greenville/Jarvis United Methodist Church Development Project will authorize the exchange and the development project.

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

Attachments / click to download

- [Resolution](#)
- [Color Sketch](#)
- [Aerial Photography](#)

 [Document](#)

 [Agreement](#)

RESOLUTION NO. 07-

RESOLUTION APPROVING THE EXCHANGE OF PROPERTY WITH JARVIS MEMORIAL UNITED METHODIST CHURCH AND THE AGREEMENT RELATING TO SAID EXCHANGE AND THE CITY OF GREENVILLE/JARVIS MEMORIAL UNITED METHODIST CHURCH DEVELOPMENT PROJECT

WHEREAS, public notice of the intent of the City Council to authorize the exchange of real property at a regular meeting was published as required by law;

WHEREAS, the City Council has determined that the City of Greenville will receive a full and fair consideration for its property in the exchange; and

WHEREAS, North Carolina General Statute 160A-271 authorizes the exchange of real property by the City of Greenville; Attachment number 1
Page 1

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the exchange of property by and between the City of Greenville and the Jarvis Memorial United Methodist Church be and is hereby approved, said exchange involving the City conveying the property located at the northeastern corner of the intersection of Dickinson Avenue/Washington Street and Sixth Street, consisting of 8,355 square feet, more or less, and having a value of \$345,225 along with a payment of \$1,353,555 and the City receiving the property located at the southwestern corner of the intersection of Evans Street and Sixth Street, consisting of 17,539 square feet, more or less, and having a value of \$777,680 and two (2) tracts located at the northeastern corner of the intersection of Reade Circle and Dickinson Avenue/Washington Street, consisting of 11,241 and 12,059 square feet, more or less, and having a value of \$424,235 and \$496,865, and with other provisions relating to the exchange being contained in the Agreement with Jarvis Memorial United Methodist Church.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Agreement by and between the City of Greenville and Jarvis Memorial United Methodist Church relating to the exchange of real property and the City of Greenville/Jarvis Memorial United Methodist Church Redevelopment Project be and is hereby approved.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that a deed of trust conveying an interest in the tract consisting of 11,241 square feet to a trustee for the benefit of Greenville Progress and Improvement Corporation to secure the obligations arising out of the Installment Financing Agreement entered into for the certificates of participation utilized for the renovation of Sheppard Memorial Library be and is hereby approved.

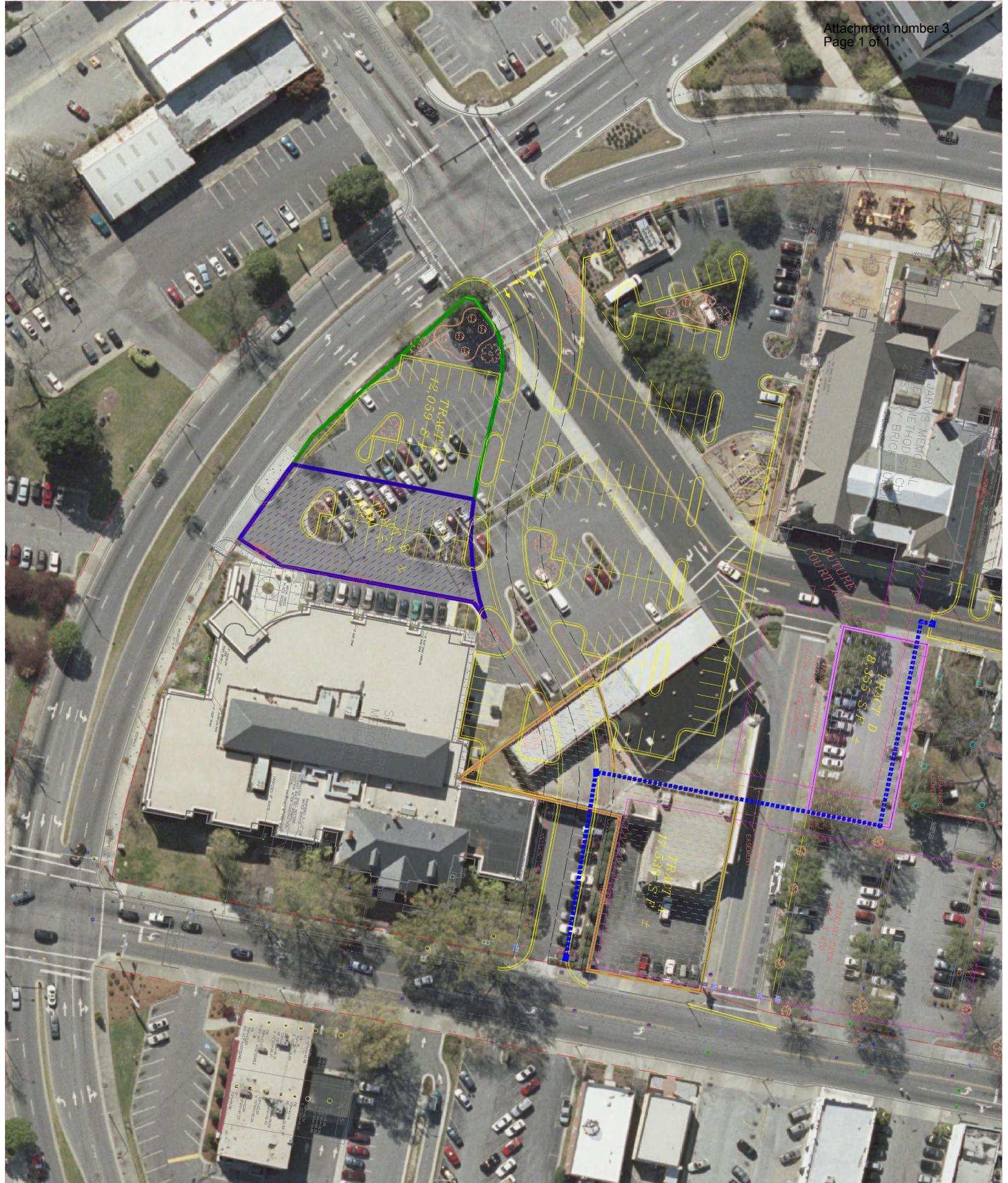
BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager be and is hereby authorized to execute an agreement relating to the exchange of real property for and on behalf of the City of Greenville and that the Mayor and City Clerk be and are hereby authorized to execute a deed relating to the aforementioned exchange and a deed of trust for the tract consisting of 11,241 square feet for and on behalf of the City of Greenville.

This the 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk



SUMMARY OF THE CITY OF GREENVILLE/JARVIS CHURCH DEVELOPMENT PROJECT

1) PROPERTY TRANSFER

Tract A

- The City will acquire Tract A

- The acquisition price allocated to Tract A is based upon the December 28, 2006, acquisition cost to the Church for the Taft property - \$ 44.34 per square foot (\$1,250,000 ÷ 28,191 square feet).

- 17,539 square feet = \$ 777,680

- Deed will contain a provision which will allow the Church to have access at no expense to the parking lot or deck on Tract A on Sunday and, on other days, to have access on the same basis as the general public. Access will not be available during construction of the surface level parking and during construction of the parking deck.

- Deed will contain a provision that the Church has the option to repurchase Tract A for the average of its fair market value and the original acquisition price paid by the City if the City determines to sell the Property or if Tract A is no longer used for parking either as surface level parking or a parking deck

- A 10 foot utility easement will be dedicated on the western boundary of Tract A

- A 16.85 foot ingress/egress easement will be dedicated on the western boundary of Tract A

Tract B

- The City will acquire Tract B

- The acquisition price allocated to Tract B is based upon a formula derived from a January, 2007, appraisal- \$35 per square foot plus \$2,200 per improved parking space .

- 11,241 square feet and 14 parking spaces = \$424,235

- Deed will contain a provision which will allow the Church to have access at no expense to the parking lot on Tract B on Sunday and, on other days, for large funerals, weddings, and special events provided that at least 24 hours prior notice is given to the City or its designee.

Tract C

- The City will acquire Tract C

- The acquisition price allocated to Tract C is based upon a formula derived from a January, 2007, appraisal - \$35 per square foot plus \$2,200 per improved parking space

- 12,059 square feet plus 34 parking spaces = \$496,865
- Deed will contain a provision which will allow the Church to have access at no expense to the parking lot on Tract C on Sunday and, on other days, for large funerals and weddings, and special events provided that at least 24 hours prior notice is given to the City or its designee.
- Deed will contain a provision that the Church has the option to repurchase Tract C for the average of its fair market value and the original acquisition price paid by the City if the City determines to sell the Property or if Tract C is used for any use other than surface level parking and associated uses.

Tract D

- The Church will acquire Tract D
- The acquisition price allocated to Tract D is based upon a formula derived from a January, 2007, appraisal - \$35 per square foot plus \$2,200 per improved parking space.
- 8,355 square feet and 24 parking spaces = \$ 345,225
- Deed will contain a dedication of utility easement of 15 feet along northern boundary of Tract D and 10 feet along eastern boundary of Tract D.
- Deed will contain a dedication of an ingress/egress easement for pedestrian access of 15 feet along northern boundary of Tract D and of an ingress/egress easement of 16.85 feet along eastern boundary of Tract D.

Utility Easements

- City and Church will dedicate the necessary utility easements to accomplish the relocation of utilities so that Church campus is free of utilities which impede proposed building construction.

Ingress/Egress Easements

- City and Church will dedicate the necessary ingress/egress easements so that there is a 33.7 foot wide easement centered upon the boundary line between the City and Church property from northern boundary of new Sixth Street to northern boundary of Tract D, extended.

Time of Conveyance

- Conveyance of tracts, utility easements, and ingress/egress easements will occur no later than September 27, 2007.

Payments

- Payments for tracts will occur when conveyance occurs. Church to receive the net amount

Tract A	\$ 777,680
Tract B	\$ 425,235
Tract C	<u>\$ 496,865</u>
TOTAL	\$1,698,780
Less Tract D	\$ 345,225
Net Amount	\$1,353,555

2) STREET CLOSURE/RIGHT-OF-WAY ABANDONMENT

- City will initiate the statutory street closure process of:
 - Sixth Street between Washington Street and Evans Street
 - Dickinson Avenue/Washington Street from Reade Circle to the southern property line of the Humber House property.
- Property within right-of-way will vest in accordance with standard 50/50 rule to centerline
- Effective date will be upon completion of new Sixth Street
- Street closure order to be adopted no later than August 10, 2007. If not adopted, then remaining provisions voided.
- Note: Street closure is a legislative action, so City cannot agree to adopt an order closing the street in a contract.

3) SITE PLAN FOR CHURCH IMPROVEMENT

- Church will prepare the site plan for its proposed development to occur on its campus and will submit it for City review and approval
- City will review the Church's site plan in accordance with applicable regulations and in accordance with standard process
- Upon approval of site plan, Church will have vested right in accordance with City ordinance provision and State law
 - Section 9-4-34(d) two years from approval of site plan and Section 9-4-34(a) while a building permit remains unrevoked and unexpired.

- G.S. 160A-417 after building permit issued, building permit remains valid for 6 months, if work authorized by permit not commenced, and, thereafter, building permit would expire if work is discontinued for a period of 12 months

4) DEMOLITION OF TAFT BUILDING

- City to demolish Taft Building
- City to grade to drain and seed all disturbed areas after completion of demolition
- Demolition is City expense except the Church is contributing to payment of this expense through its Lump Sum Payment
- Demolition is to commence no later than October 1, 2007, and be completed no later than November 30, 2007

5) IMPROVEMENT TO CITY PARKING ON TRACT A

- City to convert Tract A to surface level parking after the demolition of the Taft Building.
- City to commence the conversion to service level parking no later than December 1, 2007, and to complete this no later than December 31, 2008.
- City may later convert the surface level parking on Tract A to a parking deck. The City will use a brick fascia or stamped concrete surface on the western exterior walls of the deck that blend with the appearance of the brick used for the Church. Up to 50% of the first level of a multi level parking deck is permitted to be used as office or retail space, with such office and retail space not be located on the western side of Tract A.
- City will allow the Church to construct a covered walkway access from a point on the western side of the parking deck to the Church. Church will be responsible for expense of any modification to parking deck to allow this access.

6) STREET DEMOLITION AND UTILITY RELOCATION

- City to demolish streets which are closed and accomplish the utility relocation of the water, sewer, and drainage lines from the Church campus except within utility easements.
- City to grade to drain and seed all disturbed areas after completion of demolition and relocation
- Demolition and relocation is City expense except the Church is contributing to payment of this expense through its Lump Sum Payment.
- Demolition and utility relocation is to commence no later than December 1, 2007 and be completed no later than December 31, 2008.

7) **NEW SIXTH STREET CONSTRUCTION**

- City to construct new Sixth Street
- Construction is City expense except the Church is contributing to payment of this expense through its Lump Sum Payment.
- Construction is to commence no later than December 1, 2007 and be completed no later than December 31, 2008.

8) **LUMP SUM PAYMENT BY CHURCH**

- Church will pay the City a Lump Sum payment in the amount of \$400,000 as its share of all costs related to utility relocation, street demolition, building demolition, and street construction
- Payment will be made in two equal installments, as work is completed, with the first installment being made after completion of the utility relocation and the second installment being made after the street demolition.

NORTH CAROLINA
PITT COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of April, 2007, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the CITY, and Jarvis Memorial United Methodist Church, a North Carolina non-profit corporation, by and through its Trustees, Vern Snyder, Margaret Nottingham, Mike Watson, Phil Flowers, Carol West, Ed Clement, Tommy Edwards, and Ken Smith, Party of the Second Part and hereinafter referred to as the CHURCH;

WITNESSETH

For and in consideration of the mutual covenants and agreements contained herein, the CITY and the CHURCH agree as follows:

1. CONVEYANCE BY CHURCH.

The CHURCH shall convey to the CITY parcels of land located in the City of Greenville, north of Reade Circle, east of Dickinson Avenue and Washington Street, south of Sixth Street, and west of Evans Street, said parcels being as shown on Exhibit A, which said exhibit is attached hereto and herein incorporated by reference, and said parcels being the following:

- (a) Tract A consisting of 17,539 square feet, more or less;
- (b) Tract B consisting of 11,241 square feet, more or less; and
- (c) Tract C consisting of 12,059 square feet, more or less.

2. CONVEYANCE BY CITY.

The CITY shall convey to the CHURCH a parcel of land located in the City of Greenville north of Sixth Street, east of Dickinson Avenue and Washington Street, south of the Humber House property, and west of Evans Street, said parcel being Tract D consisting of 8,355 square feet, more or less, as shown on Exhibit A.

3. PURCHASE PRICE.

The conveyance of the parcels as described in sections 1 and 2 shall be in the nature of an exchange in that the conveyances will occur at the same time and that the CITY will pay the CHURCH the net amount resulting from deducting the purchase price assigned to Tract D from the sum of the purchase prices assigned to Tracts A, B, and C. The purchase prices of the tracts shall be as follows:

<u>Parcels</u>	<u>Purchase Price</u>
Tract A	\$ 777,680
Tract B	\$ 424,235
Tract C	<u>\$ 496,865</u>
TOTAL	\$1,698,780
Less Tract D	\$ 345,225
Net Amount	\$1,353,555

4. CLOSING.

Closing is defined as the date and time of the recordation of the deeds for the conveyance of the parcels by the CHURCH to the CITY and for the conveyance of the parcel from the CITY to the CHURCH. Closing of the purchase of the Property hereunder shall take place on or before 4 p.m. on September 27, 2007, or at such time prior thereto as the CHURCH and the CITY shall agree mutually in writing, at the law office of Graham, Silvers, Nuckolls, and Brown, LLC, Greenville, North Carolina at which time the purchase price shall be paid as herein provided, and possession of the parcels being conveyed by the CHURCH to the CITY shall be delivered to the CITY and possession of the parcel being conveyed by the CITY to the CHURCH shall be delivered to the CHURCH.

5. ADJUSTMENTS.

(a) For the parcels of land to be conveyed by the CHURCH to the CITY, the following items shall be prorated and either adjusted between the CHURCH and the CITY or paid at closing:

- i. Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing;
- ii. Ad valorem taxes on personal property for the entire year shall be paid by the CHURCH unless the personal property is conveyed to the CITY, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing;
- iii. All late listing penalties, if any, shall be paid by the CHURCH;
- iv. Rents, if any, for the parcels shall be prorated through the date of closing; and
- v. Utilities, if any, for the parcels shall be prorated through the date of closing.

(b) For the parcel of land to be conveyed by the CITY to the CHURCH, the following items shall be prorated and either adjusted between the CHURCH and the CITY or paid at closing:

- i. Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing;
- ii. Ad valorem taxes on personal property for the entire year shall be paid by the CITY unless the personal property is conveyed to the CHURCH, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing;
- iii. All late listing penalties, if any, shall be paid by the CITY;
- iv. Rents, if any, for the parcels shall be prorated through the date of closing;
and
- v. Utilities, if any, for the parcels shall be prorated through the date of closing.

6. CLOSING COSTS.

(a) For the parcels of land to be conveyed by the CHURCH to the CITY, the CITY shall be responsible for the cost of its own title examination and title insurance premiums, any escrow fees or charges, the cost of its survey, and any recording charges on the deed and that the CHURCH shall be responsible for the cost of the preparation of the deed and all other documents necessary to perform CHURCH's obligations pursuant to this Agreement and any and all excise tax (revenue stamps) required by law on the transaction. Each party shall be responsible for the cost of its own attorneys.

(b) For the parcel of land to be conveyed by the CITY to the CHURCH, the CHURCH shall be responsible for the cost of its own title examination and title insurance premiums, any escrow fees or charges, the cost of its survey, and any recording charges on the deed and that the CITY shall be responsible for the cost of the preparation of the deed and all other documents necessary to perform CITY's obligations pursuant to this Agreement and any and all excise tax (revenue stamps) required by law on the transaction. Each party shall be responsible for the cost of its own attorneys.

7. CONVEYANCE OF TITLE.

(a) For the parcels of land to be conveyed by the CHURCH to the CITY, the CHURCH shall make, execute and deliver to the CITY at closing a good and sufficient deed for the

parcels in fee simple with general warranty conveying good and marketable title to the parcels, free of all liens encumbrances of any kind except ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value or use and occupancy of the parcels; and such other encumbrances as may be specifically approved by the CITY.

In addition, the CHURCH shall furnish to the title company at closing a standard form affidavit and indemnification agreement showing that all labor and/or materials, if any, furnished to the parcels within one hundred twenty (120) days prior to the date of closing have been paid and by which CHURCH agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees.

(a) For the parcel of land to be conveyed by the CITY to the CHURCH, the CITY shall make, execute and deliver to the CHURCH at closing a good and sufficient deed for the parcel in fee simple with general warranty conveying good and marketable title to the parcel, free of all liens encumbrances of any kind except ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value or use and occupancy of the parcel; and such other encumbrances as may be specifically approved by the CHURCH.

In addition, the CITY shall furnish to the title company at closing a standard form affidavit and indemnification agreement showing that all labor and/or materials, if any, furnished to the parcel within one hundred twenty (120) days prior to the date of closing have been paid and by which CITY agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees.

8. EVIDENCE OF TITLE.

(a) For the parcels of land to be conveyed by the CHURCH to the CITY, the CHURCH agrees to use diligent efforts to deliver to the CITY as soon as reasonably possible after the

date of this Agreement, copies of all title information in possession of the CHURCH, 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 parcels.

(b) For the parcel of land to be conveyed by the CITY to the CHURCH, the CITY agrees to use diligent efforts to deliver to the CHURCH as soon as reasonably possible after the date of this Agreement, copies of all title information in possession of the CITY, 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 parcel.

9. CONDITIONS.

(a) Notwithstanding anything to the contrary contained herein, for the parcels of land to be conveyed by the CHURCH to the CITY, the CITY's obligations pursuant to this Agreement are expressly conditioned upon the following conditions:

- a. (i) The parcels and their use shall not be or previously have been in violation of any law, rule, regulation, order or requirement pertaining to environmental regulations, contamination, or clean-up; and there shall not exist on the Property any hazardous substance, hazardous waste, pollutant, contaminant, toxic substance, asbestos, oil, other petroleum or chemical, biological or radioactive substance which is subject to regulation under any such law, rule, regulation, order or requirement or storage tank now or previously used for the storage thereof, whether above-ground or underground.
(ii) No portion of the parcels shall be or shall have been used as a sanitary landfill, whether permitted or unpermitted, and no activity shall be or shall have been conducted thereon which is subject to regulation under the North Carolina Solid Waste Management Act.
- b. The parcels must be substantially the same or in better condition at closing as on the date of this Agreement, reasonable wear and tear excepted.
- c. All deeds of trust, liens and other charges against the parcels must be paid and satisfied by CHURCH prior to or at closing such that cancellation may be promptly obtained following closing. CHURCH shall remain obligated to obtain any such cancellations following closing.

- d. There shall be no leases for the parcels except for the lease of twenty (20) parking spaces by the CITY and Sheppard Memorial Library from the CHURCH pursuant to the Agreement dated December 10, 2004. The rental payments pursuant to said Agreement shall be prorated through the date of closing. The CHURCH assigns its rights and obligations pursuant to said Agreement to the CITY effective as of the date of closing.
- e. The City Council of the City of Greenville has approved an Order Closing Sixth Street from Washington Street and Dickinson Avenue to Evans Street and Dickinson Avenue and Washington Street from Reade Circle to the southern property line of the Humber House property.

(b) Notwithstanding anything to the contrary contained herein, for the parcel of land to be conveyed by the CITY to the CHURCH, the CHURCH's obligations pursuant to this Agreement are expressly conditioned upon the following conditions:

- a.
 - (i) The parcel and its use shall not be or previously have been in violation of any law, rule, regulation, order or requirement pertaining to environmental regulations, contamination, or clean-up; and there shall not exist on the Property any hazardous substance, hazardous waste, pollutant, contaminant, toxic substance, asbestos, oil, other petroleum or chemical, biological or radioactive substance which is subject to regulation under any such law, rule, regulation, order or requirement or storage tank now or previously used for the storage thereof, whether above-ground or underground.
 - (ii) No portion of the parcel shall be or shall have been used as a sanitary landfill, whether permitted or unpermitted, and no activity shall be or shall have been conducted thereon which is subject to regulation under the North Carolina Solid Waste Management Act.
- b. The parcel must be substantially the same or in better condition at closing as on the date of this offer, reasonable wear and tear excepted.
- c. All deeds of trust, liens and other charges against the parcel must be paid and satisfied by CITY prior to or at closing such that cancellation may be promptly obtained following closing. CITY shall remain obligated to obtain any such cancellations following closing.

- d. There shall be no leases for the parcel.
- e. The City Council of the City of Greenville has approved an Order Closing Sixth Street from Washington Street and Dickinson Avenue to Evans Street and Dickinson Avenue and Washington Street from Reade Circle to the southern property line of the Humber House property.

10. TRACT A DEED PROVISIONS.

The deed from the CHURCH to the CITY for Tract A will contain the following:

- a. A provision which will allow the CHURCH to have access at no expense to the parking lot or deck on Tract A on Sunday and, on other days, to have access to the parking lot or parking deck on Tract A on the same basis as the general public except that access will not be available during construction or maintenance of the surface level parking and during construction or maintenance of the parking deck.

- b. A provision that the CHURCH has the option to repurchase Tract A, if the CITY determines to sell Tract A or if Tract A is no longer used for parking either as surface level parking or a parking deck. The CITY shall give the CHURCH written notice that it has determined to sell Tract A or to no longer use Tract A for parking either as surface level parking or a parking deck with a copy of an appraisal of the fair market value of Tract A prepared within ninety (90) days of the notice by an M.A.I. appraiser. The CHURCH shall have sixty (60) days from the notice to determine, by written notice to the CITY, whether to purchase Tract A and the CITY and the CHURCH will have an additional thirty (30) days to consummate said repurchase. The purchase price for the repurchase shall be determined by dividing by two (2) the sum of the purchase price assigned to Tract A in section 3 and the fair market value of Tract A as determined by the appraisal which was sent with the notice. In the event the CHURCH does not determine to repurchase Tract A, then the repurchase right is extinguished. In the event Tract A is no longer used for parking either as surface level parking or as a parking deck and the CITY has not given written notice to the CHURCH of such, then the CHURCH shall give the CITY written notice of such. The CITY shall have sixty (60) days from the notice to either (i) use Tract A for parking either as surface

level parking or a parking deck or (ii) to commence the repurchase process provided herein by giving written notice to the CHURCH that it has determined to no longer use Tract A for parking either as surface level parking or a parking deck with the copy of an appraisal of the fair market value of Tract A performed by an M.A.I. appraiser. For the purpose of this provision, Tract A is used for parking as a parking deck when a parking deck is being constructed or has been constructed on Tract A provided that no more than fifty percent (50%) of the first level of a multi-level parking deck is used as office or retail space, with such office and retail space not to be located on the western side of Tract A.

c. A dedication of a 10 foot utility easement on the western boundary of Tract A to be located within the boundaries of the ingress/egress easement referred to in subsection d of this section. No structures shall be allowed to be located within the utility easement.

d. A dedication of a 16.85 foot ingress/egress easement on the western boundary of Tract A. No structures shall be allowed to be located within the ingress/egress easement.

11. TRACT B DEED PROVISIONS.

The deed from the CHURCH to the CITY for Tract B will contain the following:

a. A provision which will allow the CHURCH to have access at no expense to the parking spaces located on Tract B, if any, on Sunday and, on other days, to have access at no expense to the parking spaces located on Tract B, if any, for large funerals, weddings, and special events provided that at least 24 hours prior notice is given to the CITY or its designee except that access will not be available during construction or maintenance of the parking spaces.

12. TRACT C DEED PROVISIONS.

The deed from the CHURCH to the CITY for Tract C will contain the following:

a. A provision which will allow the CHURCH to have access at no expense to the parking lot on Tract C on Sunday and, on other days, to have access at no expense to the parking lot on Tract C for large funerals, weddings, and special events provided that at least 24 hours prior notice is given to the CITY or its designee except that access will not be available during construction or maintenance of the

parking lot.

b. A provision that the CHURCH has the option to repurchase Tract C, if the CITY determines to sell Tract C or if Tract C is used for any use other than surface level parking. The CITY shall give the CHURCH written notice that it has determined to sell Tract C or to no longer use Tract C for surface level parking with a copy of an appraisal of the fair market value of Tract C prepared within ninety (90) days of the notice by an M.A.I. appraiser. The CHURCH shall have sixty (60) days from the notice to determine, by written notice to the CITY, whether to purchase Tract C and the CITY and the CHURCH will have an additional thirty (30) days to consummate said repurchase. The purchase price for the repurchase shall be determined by dividing by two (2) the sum of the purchase price assigned to Tract C in section 3 and the fair market value of Tract C as determined by the appraisal which was sent with the notice. In the event the CHURCH does not determine to repurchase Tract C, then the repurchase right is extinguished. In the event Tract C is no longer used for surface level parking and the CITY has not given written notice to the CHURCH of such, then the CHURCH shall give the CITY written notice of such. The CITY shall have sixty (60) days from the notice to either (i) use Tract C for surface level parking or (ii) to commence the repurchase process provided herein by giving written notice to the CHURCH that it has determined to no longer use Tract C for surface level parking with a copy of an appraisal of the fair market value of Tract C prepared within ninety (90) days of the notice by an M.A.I. appraiser.

13. TRACT D DEED PROVISIONS.

The deed from the CITY to the CHURCH for Tract D will contain the following:

- a. A dedication of a utility easement of 15 feet on the northern boundary of Tract D and of 10 feet on the eastern boundary of Tract D. No structures shall be allowed to be located within the utility easement.
- b. A dedication of an ingress/egress easement for pedestrian access of 15 feet on the northern boundary of Tract D and of an ingress/egress easement of 16.85 feet on the eastern boundary of Tract D. No structures shall be allowed to be located within the ingress/egress easement.

14. DEDICATION OF ADDITIONAL UTILITY EASEMENTS

The CITY and the CHURCH will, at the closing, dedicate the necessary utility easements to accomplish the relocation of utilities so that the property owned by the CHURCH located north of Sixth Street, east of Dickinson Avenue and Washington Street, south of the Humber House property and west of Evans Street, is free of utilities which impede proposed building construction as reflected in the site plan approved in accordance with the provisions of Section 17. No structures shall be allowed to be located within the utility easements.

15. DEDICATION OF ADDITIONAL INGRESS/EGRESS EASEMENTS

The CITY and the CHURCH will, at the closing, dedicate ingress/egress easements so that there is a 33.7 foot wide easement centered upon the boundary line between the property owned by the CITY and the property owned by the CHURCH from the northern boundary of new Sixth Street to the northern boundary of Tract D, extended. No structures shall be allowed to be located within the ingress/egress easements.

16. STREET CLOSURE/RIGHT-OF-WAY ABANDONMENT

The CITY will initiate the street closure process, in accordance with the provisions of North Carolina General Statute 160A-299, of Sixth Street from Washington Street and Dickinson Avenue to Evans Street and Dickinson Avenue and Washington Street from Reade Circle to the southern property line of the Humber House property. Upon the effective date of the street closure order, the title to the property within the rights-of-way of the closed streets will, in accordance with the provisions of North Carolina General Statute 160A-299(c), vest in the adjoining landowners for the width of the abutting land to the centerline of the street. The effective date of the street closure order will be upon completion of the new Sixth Street. In the event the street closure order is not adopted by August 10, 2007, then this Agreement and all of its provisions shall be null and void. It is understood and agreed that the street closure is a legislative action and that the CITY cannot and does not commit the City Council of the City of Greenville to adopt an order closing the street.

17. SITE PLAN FOR CHURCH IMPROVEMENT

The CHURCH will prepare the site plan for its proposed development to occur on the property owned by the CHURCH located north of new Sixth Street, east of Dickinson

Avenue and Washington Street, south of the Humber House property, and east of Evans Street and will submit it for CITY review and approval. The CITY will review and approve the CHURCH's site plan in accordance with applicable regulations and in accordance with its standard process. Upon approval of the site plan, the CHURCH will have a vested right in accordance with CITY ordinance provisions and State law as follows:

- a. Section 9-4-34(d) of Greenville City Code provides that there is a vested right for two years from approval of a site plan and Section 9-4-34(a) provides that there is a vested right while a building permit remains unrevoked and unexpired.
- b. North Carolina General Statute 160A-417 provides that after a building permit is issued, the building permit remains valid for 6 months, if work authorized by the permit is not commenced, and, thereafter, the building permit will expire if work is discontinued for a period of 12 months

18. DEMOLITION OF TAFT BUILDING

The CITY shall demolish the Taft Building located partially on Tract A and partially on abutting property owned by the CHURCH. The CITY will grade to drain and seed all disturbed areas after completion of demolition. The demolition and grading will be at the CITY's expense except the CHURCH is contributing to payment of this expense through its Lump Sum Payment. Demolition is to commence no later than October 1, 2007, and be completed no later than November 30, 2007.

19. IMPROVEMENT TO CITY PARKING ON TRACT A

The CITY will convert Tract A to surface level parking after the demolition of the Taft Building. The CITY will commence the conversion to service level parking no later than December 1, 2007, and will complete the conversion no later than December 31, 2008. It is understood and agreed that the CITY may later convert the surface level parking on Tract A to a parking deck. The CITY will use a brick fascia or stamped concrete surface on the western exterior walls of the deck that blend with the appearance of the brick used for the CHURCH. No more than fifty percent (50%) of the first level of a multi level parking deck is permitted to be used as office or retail space, with such office and retail space not to be located on the western side of Tract A. The CITY will allow the CHURCH to construct a covered walkway access from a point on the western side of the

parking deck to the CHURCH. The CHURCH will be responsible for the expense of any modification to parking deck to allow this access.

20. STREET DEMOLITION AND UTILITY RELOCATION

The CITY will demolish the streets which are closed in accordance with the provisions of section 16 and accomplish the utility relocation of the water, sewer, and drainage lines from the property owned by the CHURCH located north of new Sixth Street, east of Dickinson Avenue and Washington Street, south of the Humber House property, and east of Evans Street except within utility easements. The CITY will grade to drain and seed all disturbed areas after completion of demolition and relocation. The demolition, utility relocation, and grading will be at the CITY's expense except the CHURCH is contributing to payment of this expense through its Lump Sum Payment. The demolition, utility relocation, and grading is to commence no later than December 1,2007, and be completed no later than December 31, 2008.

21. NEW SIXTH STREET CONSTRUCTION

The CITY will construct new Sixth Street. Construction will be at the CITY's expense except the CHURCH is contributing to payment of this expense through its Lump Sum Payment. Construction is to commence no later than December 1,2007, and be completed no later than December 31, 2008.

22. LUMP SUM PAYMENT BY CHURCH

The CHURCH will pay the CITY a Lump Sum Payment in the amount of \$400,000 as its share of all costs related to utility relocation, street demolition, building demolition, grading, and street construction. Payment will be made in two equal installments, as work is completed, with the first installment being made after completion of the utility relocation and the second installment being made after the completion of the street demolition. After completion of the utility relocation in accordance with the provisions of section 20, the CITY will provide the CHURCH with written notice of the completion of the utility relocation and the CHURCH shall pay the first installment within thirty (30) days of the notice. After completion of the street demolition in accordance with the provisions of section 20, the CITY will provide the CHURCH with written notice of the completion of the street demolition and the CHURCH shall pay the second installment within the thirty (30) days of the notice.

23. BROKERS.

The CITY shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor which it has utilized with this transaction. The CHURCH shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor which it has utilized with this transaction. Each party agrees to defend, indemnify and hold harmless the other from and against any claim for broker's or finder's fees or commissions made by any party claiming to have dealt with them.

24. REPRESENTATIONS.

The CHURCH and the CITY acknowledge and agree that, except as otherwise specifically set forth in this Agreement, for the parcels to be conveyed by the CHURCH to the CITY, the CHURCH has made no representations, warranties or statements to the CITY as to any matter relating to or concerning the parcels, the use thereof or the suitability of the CITY's intended use thereof and the CHURCH hereby represents and warrants to the CITY that, to the best of CHURCH's knowledge the parcels is not now in violation of any regulation, law, rule or order relating to hazardous substances or wastes and has not been used, and is not being used, as a sanitary landfill. Additionally, the CHURCH and the CITY acknowledge and agree that, except as otherwise specifically set forth in this Agreement, for the parcel to be conveyed by the CITY to the CHURCH, the CITY has made no representations, warranties or statements to the CHURCH as to any matter relating to or concerning the parcels, the use thereof or the suitability of the CHURCH's intended use thereof and the CITY hereby represents and warrants to the CHURCH that, to the best of CITY's knowledge the parcel is not now in violation of any regulation, law, rule or order relating to hazardous substances or wastes and has not been used, and is not being used, as a sanitary landfill.

25. NOTICE.

All notices required by this contract shall be in writing and shall be deemed to have been sufficiently given by either hand delivery to the parties hereto or by placement in the United States Mail, postage prepaid, addressed as follows:

To CITY

City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

To CHURCH

Pastor
Jarvis United Methodist Church
510 S. Washington St.
Greenville, NC 27858

26. SEVERABILITY.

In the event that any term or condition of this Agreement or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or condition to any other circumstance or situation shall not be affected thereby, and each term and condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

27. PARAGRAPH HEADINGS.

The paragraph headings used in this Agreement are for convenience of reference only and shall not be considered terms of this contract.

28. GOVERNING LAW.

The CHURCH and the CITY agree that the laws of the State of North Carolina shall govern and control the validity, interpretation, performance and enforcement of this contract.

29. ENTIRE AGREEMENT.

This agreement contains the entire agreement and understanding between CHURCH and the CITY. There are no oral understandings, terms or conditions, and neither CHURCH nor the CITY has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are merged in this Agreement.

30. MODIFICATION.

This Agreement may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

31. DUPLICATE ORIGINALS.

This Agreement is executed in duplicate originals; and both the CHURCH and the CITY acknowledge receipt of one such original, agree that the duplicate originals hereof are identical, and further agree that either original shall be admissible in any proceeding, legal, or otherwise, without the production of the other such original.

32. SURVIVAL.

The terms and provisions of this Agreement shall survive Closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in

duplicate originals as of the day and year first above written.

JARVIS MEMORIAL UNITED METHODIST CHURCH

BY: _____ (SEAL)
Vern Snyder, Trustee for Jarvis Memorial United Methodist Church

BY: _____ (SEAL)
Margaret Nottingham, Trustee for Jarvis Memorial United Methodist Church

BY: _____ (SEAL)
Mike Watson, Trustee for Jarvis Memorial United Methodist Church

BY: _____ (SEAL)
Phil Flowers, Trustee for Jarvis Memorial United Methodist Church

BY: _____ (SEAL)
Carol West, Trustee for Jarvis Memorial United Methodist Church

BY: _____ (SEAL)
Ed Clement, Trustee for Jarvis Memorial United Methodist Church

BY: _____ (SEAL)
Tommy Edwards, Trustee for Jarvis Memorial United Methodist Church

BY: _____ (SEAL)
Ken Smith, Trustee for Jarvis Memorial United Methodist Church

CITY OF GREENVILLE

BY: _____
Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, CITY Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita Demery, Director of Financial Services
City of Greenville

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public for said County and State, certify that Vern Snyder, Trustee for Jarvis Memorial United Methodist Church, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public for said County and State, certify that Margaret Nottingham, Trustee for Jarvis Memorial United Methodist Church, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public for said County and State, certify that Mike Watson, Trustee for Jarvis Memorial United Methodist Church, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

NORTH CAROLINA

PITT COUNTY

I, _____, Notary Public for said County and State, certify that Phil Flowers, Trustee for Jarvis Memorial United Methodist Church, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public for said County and State, certify that Carol West, Trustee for Jarvis Memorial United Methodist Church, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public for said County and State, certify that Ed Clement, Trustee for Jarvis Memorial United Methodist Church, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public for said County and

State, certify that Tommy Edwards, Trustee for Jarvis Memorial United Methodist Church , personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public for said County and State, certify that Ken Smith, Trustee for Jarvis Memorial United Methodist Church, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that Wanda T. Elks, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by Mayor Robert D. Parrott, sealed with its corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 2007.

Notary Public

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Offer by Magdy Taha and Enji Abdo to purchase property identified as the Old Pepsi Plant and Property

Explanation: At its March 8, 2007, meeting, City Council approved a resolution which authorized the sale of the Old Pepsi Plant and Property by the negotiated offer, advertisement, and upset bid method with the offer of Magdy Taha and Enji Abdo, as contained in the Offer to Purchase and Contract form Magdy Taha and Enji Abdo, dated February 15, 2007, serving as the negotiated offer (a copy is attached). Magdy Taha and Enji Abdo, submitted the required deposit of five percent of the amount of the offer on February 15, 2007, and a Notice of the Offer and Request for Upset Bids was published on March 19, 2007. No upset bids were received by the deadline for submittal (March 29, 2007). Council now has the authority to accept or reject the offer of Magdy Taha and Enji Abdo.

In summary, Magdy Taha and Enji Abdo, owners/operators of Mack's Warehouse located at 1901 Dickinson Avenue, have offered to purchase the Old Pepsi Plant and Property for \$275,000. They desire to use the building and property to operate their current business, Mack's Warehouse, which is a retail establishment offering an array of products ranging from building supplies to furniture. The offer provides that the City will be responsible for the demolition, at its expense, of a portion of the Old Pepsi Plant adjacent to Skinner Street.

Attached is a map showing the property, existing buildings, and the portion of the building to be demolished by the City. As a reminder, the City acquired this property for the amount of \$250,000. Other than minimal utility costs to maintain lighting in the building, no additional expenses have been incurred by the City.

The offer also contains the following condition which would allow the purchaser to back out of the sale if not fulfilled within a specified after the City decides to accept the offer:

An amendment is approved to the City's Zoning Ordinance which would rezone

the property to the CDF district (thereby allowing a retail sales operation in the existing facility). Currently, property adjacent to the Old Pepsi Plant, along Skinner Street and Dickinson Avenue, is located in the CDF district, which allows for retail sales, while the Old Pepsi Plant property is in an Unoffensive Industrial (IU) zoning district, which does not allow retail sales. It is acceptable that such a condition be placed on the sale, but having the condition in place does not bind City Council to approve the amendment when the purchasers pursue the amendment.

Fiscal Note:

If City Council accepts the offer of Magdy Taha and Enji Abdo, this may result in a revenue to the City in the amount of \$275,000.

Recommendation:

By a motion, Council may either accept or reject the offer of Magdy Taha and Enji Abdo to acquire the proeprty identified as the Old Pepsi Plant and Property.

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

Attachments / click to download

 [Offer to Purchase and Contract](#)

 [Old_Pepsi_Plant_Property](#)

**NORTH CAROLINA
PITT COUNTY**

**OFFER TO
PURCHASE AND CONTRACT**

THIS CONTRACT, made and entered into as of the 15th day of February, 2007, by and between, Magdy Taha and Enji Abdo Party of the First Part and hereinafter referred to as the "Buyer", and the City of Greenville, a body corporate and politic, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the "City".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein set forth, the Buyer hereby offers to purchase and the City, upon acceptance of said offer, agrees to sell to the Buyer all that certain real property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, said real property being hereinafter referred to as the "Property".

THE TERMS AND CONDITIONS OF THIS OFFER TO PURCHASE AND CONTRACT ARE AS FOLLOWS:

1. **PURCHASE PRICE.** The purchase price of the Property is two hundred seventy five thousand and no/100ths Dollars (\$275,000.00). The foregoing purchase price, subject to adjustments and prorations in accordance with paragraphs 2, 4, and 5, shall be paid to the City at closing. The City and the Buyer understand that the foregoing purchase price subject to the aforementioned adjustments and prorations shall be the entire amount which the City will receive from the Buyer for the sale of the Property.
2. **DEPOSIT.** The Buyer shall deposit thirteen thousand seven hundred fifty and no/100ths Dollars (\$13,750.00), with the City Clerk of the City of Greenville as required by North Carolina General Statute 160A-269. In the event that any of the conditions of this contract are not satisfied or waived by the Buyer prior to closing, or in the event of a breach of this contract by the City, then the earnest money shall be returned to the Buyer. In the event the Buyer breaches this contract, then the deposit shall be forfeited to the City. Otherwise, the deposit shall be paid to the City at the closing and applied against the purchase price.
3. **CLOSING.** Closing is defined as the date and time of the recordation of the deed. Closing of the purchase of the Property hereunder shall take place at the law office of Mattox, Davis, Barnhill, Paysour & Edwards, P.A., Greenville, North Carolina, and shall take place at 2 p.m. on the date designated by the Buyer in a written notice to the City, said date shall be no later than thirty (30) days after the last to occur of i) the date the City Manager of the City of Greenville executes this contract on behalf of the City after the City Council of the City of Greenville votes in the affirmative to accept the offer of the Buyer after no qualifying upset bid is submitted to the City Clerk in accordance with the

requirements of North Carolina General Statute 160A-269; ii) the completion of the demolition referred to in paragraph 9 d. and iii) the date of the rezoning referred to in paragraph 9 e. At the time of the closing, the purchase price shall be paid as herein provided, and possession of the Property shall be delivered to the Buyer. Time is of the essence with respect to such closing date.

4. ADJUSTMENTS. Rents, if any, for the Property shall be prorated through the date of closing and paid at closing.

5. CLOSING COSTS. The Buyer and the City acknowledge and agree that the Buyer shall be responsible for the cost of its own title examination and title insurance premiums, any escrow fees or charges, the cost of its survey, and any recording charges on the deed and that the City shall be responsible for the cost of the preparation of the deed and all other documents necessary to perform the City's obligations pursuant to this contract and any and all excise tax (revenue stamps) required by law on the transaction. Each party shall be responsible for the cost of its own attorneys.

6. CONVEYANCE OF TITLE. The City shall deliver to the Buyer at closing a Limited Warranty Deed for the Property in fee simple, with warranties limited to the term of the City's ownership of the Property, conveying title to the Property, subject to restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

In addition, the City shall furnish to the title company at closing a standard form affidavit and indemnification agreement showing that all labor and/or materials, if any, furnished to the property within one hundred twenty (120) days prior to the date of closing have been paid and by which the City agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees. If requested by the Buyer, the City agrees to execute any documents required to effect a like kind tax free exchange as described in Internal Revenue Code Section 1031, for the benefit of the Buyer, with the condition that the City shall have no tax consequences arising from its execution of said documents and the Buyer shall indemnify and hold the City harmless from any liability associated with the City's participation in the exchange. The Buyer is responsible for the costs and expenses of any exchange documentation.

7. STATUTORY REQUIREMENTS. The Buyer understands and agrees that the City is required to comply with the requirements of North Carolina General Statute 160A-269 prior to conveying the Property. The Buyer shall deposit with the City Clerk of the City of Greenville the sum specified in Paragraph 2 of this contract in the form of cash, cashiers check, or certified check within ten (10) days after the City Council of the City of Greenville approves a resolution authorizing the sale of the property by the negotiated offer, advertisement and upset bid method. The deposit shall be forfeited to the City, returned to the Buyer, or applied against the purchase price in accordance with the provisions of

paragraph 2. Both parties understand and agree that this contract may only be executed by the City Manager of the City of Greenville on behalf of the City if the City Council of the City of Greenville votes in the affirmative to accept the offer of the Buyer within sixty (60) days after no qualifying upset bid is submitted to the City Clerk in accordance with the requirements of North Carolina General Statute 160A-269.

8. EXPIRATION OF OFFER. The Buyer understands and agrees that the offer of the Buyer to purchase the Property in accordance with the terms and conditions of this contract is irrevocable. However, the offer of the Buyer shall expire if either (i) the City Council of the City of Greenville does not approve a resolution authorizing the sale of the Property by the negotiated offer, advertisement, and upset bid method on or before April 13, 2007, or (ii) a qualifying upset bid with a deposit is submitted to the City Clerk in accordance with the requirements of North Carolina General Statute 160A-269, or (iii) the City Council of the City of Greenville does not vote in the affirmative to accept the offer of the Buyer within sixty (60) days after no qualifying upset bid is submitted to the City Clerk in accordance with the requirements of North Carolina General Statute 160A-269, or (iv) this contract is not executed by the City Manager of the City of Greenville on behalf of the City within ten (10) days after the City Council of the City of Greenville votes in the affirmative to accept the offer of the Buyer after no qualifying upset bid is submitted to the City Clerk in accordance with the requirements of North Carolina General Statute 160A-269.

9. CONDITIONS. Notwithstanding anything to the contrary contained herein, the Buyer's obligations pursuant to this contract are expressly conditioned upon the following conditions:

a. Except for the conditions and matters noted in the Phase 1 Environmental Site Assessment, Pepsi Cola/Minges Bottling Group, 1807 Dickinson Avenue, Greenville, Pitt County, North Carolina 27858, prepared by Allied Environmental Services, PLLC, and dated December 8, 2003:

(i) The Property and its use shall not be or previously have been in violation of any law, rule, regulation, order or requirement pertaining to environmental regulations, contamination, or clean-up; and there shall not exist on the Property any hazardous substance, hazardous waste, pollutant, contaminant, toxic substance, asbestos, oil, other petroleum or chemical, biological or radioactive substance which is subject to regulation under any such law, rule, regulation, order or requirement or storage tank now or previously used for the storage thereof, whether above-ground or underground.

(ii) No portion of the Property shall be or shall have been used as a sanitary landfill, whether permitted or unpermitted, and no activity shall be or shall have been conducted thereon which is

subject to regulation under the North Carolina Solid Waste Management Act.

- b. The Property must be substantially the same or in better condition at closing as on the date of this contract, reasonable wear and tear excepted.
- c. All deeds of trust, liens and other charges against the Property must be paid and satisfied by the City prior to or at closing such that cancellation may be promptly obtained following closing. The City shall remain obligated to obtain any such cancellations following closing.
- d. A portion of Phase I of the warehouse located upon the Property is demolished and removed no later than the date which is thirty (30) days after the Property is rezoned CDF or the condition to rezone the Property to CDF is waived by the Buyer. The specific portion to be demolished is set out on Exhibit B. The demolition and removal shall be accomplished by the City at its expense, and the City plans to proceed immediately with the demolition and removal. The demolition will involve the removal of all structures and materials above the concrete slab so that the concrete slab remains.
- e. The property is rezoned CDF no later than a date which is one hundred twenty days after the City Manager of the City of Greenville executes this contract on behalf of the City after the City Council of the City of Greenville votes in the affirmative to accept the offer of the Buyer after no qualifying upset bid is submitted to the City Clerk in accordance with the requirement of North Carolina General Statute 160A-269. This condition is waived by the Buyer in the event the Buyer does not file a completed application for rezoning to allow said use of the Property within 30 days after the City Manager executes this contract on behalf of the City. The application and pursuit of the rezoning shall be the responsibility of the Buyer and at the expense of the Buyer. It is understood that the City is not committed to approve the rezoning, as it will be considered by City Council in its legislative capacity.

Failure of any of the foregoing conditions of this paragraph shall be evidenced and determined by written notice to the City from the Buyer or the attorney for the Buyer, which notice shall be given at least ten (10) days prior to closing and shall be effective upon hand delivery or by placement in the United States Mail, postage prepaid, addressed to the City.

Upon the Buyer's provision of such notice of failure, all sums paid by the Buyer hereunder shall be returned forthwith to the Buyer, and thereafter neither Buyer nor the City shall have any rights or liabilities hereunder. If notice of failure is not given at least ten (10) days prior to closing, then the Buyer shall be deemed to have waived the satisfaction of the foregoing conditions of this paragraph.

10. REASONABLE ACCESS and DOCUMENTS. The City shall allow the Buyer's agents, employees, and designees full and complete access to the property for the

purpose of physically inspecting and investigating the property. All such inspections and investigations shall be conducted in such manner as to avoid unreasonable interference with the City's present use, operation, and occupation of the Property. On or before the date **five (5) days** after the date the City Manager of the City of Greenville executes this contract on behalf of the City, City shall deliver to Buyer, if not previously delivered, or make available to Buyer for examination or copying by Buyer, the following documents and information with respect to the Property: (a) Survey drawn by Gary S. Miller and recorded in Map Book 62, at Page 33 in the Office of the Register of Deeds of Pitt County, North Carolina; (b) Phase 1 Environmental Site Assessment, Pepsi Cola/Minges Bottling Group, 1807 Dickinson Avenue, Greenville, Pitt County, North Carolina 27858, prepared by Allied Environmental Services, PLLC and dated December 8, 2003; (c) Policy of title insurance relating to the Property issued by Statewide Title, Inc. for Chicago Title Insurance Company on October 26, 2004; and (d) City of Greenville Systems Evaluation-Building Program prepared by Oakley Associates Architects, P.A.

11. **NOTICE.** All notices required by this contract shall be in writing and shall be given by either hand delivery to the parties hereto or by placement in the United States Mail, postage prepaid, addressed as follows:

To City
Wayne Bowers
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

To Buyer
1036 Sunnyfield Drive
Greenville, NC 27858

12. **SEVERABILITY.** In the event that any term or condition of this contract or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or condition to any other circumstance or situation shall not be affected thereby, and each term and condition of this contract shall be valid and enforceable to the full extent permitted by law.

13. **FIRE AND OTHER CASUALTY.** The risk of loss or damage by fire or other casualty prior to closing shall be upon the City.

14. **PARAGRAPH HEADINGS.** The paragraph headings used in this contract are for convenience of reference only and shall not be considered terms of this contract.

15. **GOVERNING LAW.** The Buyer and the City agree, that the laws of the State of North Carolina shall govern and control the validity, interpretation, performance and enforcement of this contract.

16. **ENTIRE AGREEMENT.** This contract contains the entire agreement and understanding between the Buyer and the City. There are no oral understandings, terms or conditions, and neither the Buyer nor the City has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are merged in this contract.

17. **MODIFICATION.** This contract may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

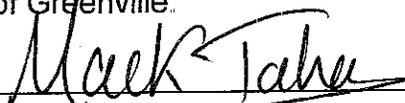
18. **DUPLICATE ORIGINALS.** This contract is executed in duplicate originals; and both the Buyer and the City acknowledge receipt of one such original, agree that the duplicate originals hereof are identical, and further agree that either original shall be admissible in any proceeding, legal, or otherwise, without the production of the other such original.

19. **BROKERS.** The City warrants, represents and certifies to the Buyer that it has not engaged or utilized the services of a broker in connection with this transaction. The Buyer shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor which it has utilized with this transaction. Each party agrees to defend, indemnify and hold harmless the other from and against any claim for broker's or finder's fees or commissions made by any party claiming to have dealt with them.

20. **REPRESENTATIONS.** The Buyer and the City acknowledge and agree that, except as otherwise specifically set forth in this contract, the City has made no representations, warranties or statements to the Buyer as to any matter relating to or concerning the Property, the use thereof or the suitability of the Buyer's intended use thereof. The City hereby represents and warrants to the Buyer that, to the best of the City's knowledge the property is not now in violation of any regulation, law, rule or order relating to hazardous substances or wastes and has not been used, and is not being used, as a sanitary landfill.

21. **EXECUTION.** This offer shall become a binding contract when signed by both the City and the Buyer.

IN TESTIMONY WHEREOF, the Buyer has caused this instrument to be executed under seal, and the City has caused this instrument to be executed in its corporate name by Wayne Bowers, City Manager of the City of Greenville.

By:  (SEAL)
Magdy Taha

 (SEAL)
Enji Abdo

CITY OF GREENVILLE

By: _____ (SEAL)
Wayne Bowers, City Manager

NORTH CAROLINA
PITT COUNTY

I, RAJAE CHOUFANI, Notary Public in and for the aforesaid County and State, do hereby certify that MAGDI TAHATEENI ABDO personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 15 day of FEB, 2008.

[Signature]
Notary Public

My Commission Expires: JAN 10, 2011

NORTH CAROLINA
PITT COUNTY

I, RAJAE CHOUFANI, Notary Public in and for the aforesaid County and State, do hereby certify that Wayne Bowers, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 15 day of _____, 2008.

Notary Public

My Commission Expires: _____



Exhibit A

A certain tract of land lying and being situated in the City of Greenville, Pitt County, North Carolina containing 2.043 acres, more or less, as shown and described on a survey map dated November 14, 2003, entitled "Survey Plat for City of Greenville" drawn by Gary S. Miller, P.L.S. No. L-2562 and recorded in Map Book 62 at page 33 in the Office of the Register of Deeds of Pitt County, North Carolina.

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City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Agreement with Pitt Community College to lease a portion of the Intergenerational Center

Explanation: As part of the ongoing efforts to revitalize areas within the 45-Block Revitalization Area and provide human services, Pitt Community College has agreed to provide Job Training, Adult Education, Construction Technology and other services within the existing school building on the grounds of the Intergenerational Center. This is a unique partnership between the City of Greenville, Pitt Community College, and East Carolina University which will benefit the West Greenville Community.

With the addition of these services, citizens of the 45-Block Revitalization Area will have educational and employment training/placement opportunities available within the neighborhood. The addition of these opportunities adds stability to the community and is in keeping with the recommendations of the Center City-West Greenville Revitalization Plan.

The lease calls for the City of Greenville to make improvements to the facility prior to the commencement of the lease. The lease is for a 3-year term. Additional provisions of the agreement leases the school to Pitt Community College at a cost of \$1 per year during the lease period. Costs for repairs after the commencement of the lease will be in a shared arrangement between the City and Pitt Community College. Repairs under \$500 will be the responsibility of Pitt Community College and repairs that exceed \$500 will be shared equally by the City and Pitt Community College. Pitt Community College will be responsible for utility, operations, and janitorial expenses of the school.

As required by the City's agreement with East Carolina University, the ECU College of Human Ecology has approved the lease agreement and the services to be offered by Pitt Community College.

Fiscal Note: Repair estimates for the remaining buildings at the Intergenerational Center,

which includes the school, rectory, annex building, and playground, are \$108,000. The funding for these repair expenses will be provided by funds designated for the Integernational Center by a private source to the City of Greenville. The City will incur some ongoing maintenance expenses that will be included in the Public Works Department operating budget.

Recommendation: Approve the lease agreement and authorize the City Manager to sign the lease agreement with Pitt Community College.

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Attachments / click to download

-  [_Pitt_Community_College](#)
 -  [Exhibit_for_PCC_Lease_Agreement_at_St_Gabriels](#)
 -  [Revised_St_Peters](#)
-

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2007, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and Pitt Community College, an educational institution organized and operated pursuant to the provisions of Chapter 115D of the North Carolina General Statutes, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the Intergenerational Center Property consisting of the school, said portion being leased being Building "D" as shown on Exhibit A and being hereinafter referred to as the leased premises, said Exhibit A is attached hereto and herein incorporated by reference..

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for three (3) years, commencing on the 1st day of July, 2007, and expiring on the 30th day of June, 2010. The term of this Lease Agreement may be extended upon mutual agreement of the LESSOR and LESSEE.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of July of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to the delivery of a variety of adult education programs, such programs to include, but not be limited to, Adult Basic Skills Education, High School Diplomacy/GED Program, and occupational job skills training. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

4. Parking Lot and Common Areas.

LESSEE shall have the use of the parking lot at the Intergenerational Center Property and the common areas, as designated by the LESSOR, of the Intergenerational Center Property on

the same basis and pursuant to the same regulations and requirements as applicable to other persons and entities that are leasing portions of the Intergenerational Center Property.

5. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE at the leased premises are components of the efforts of the LESSOR and East Carolina University to provide, at the Intergenerational Center Property, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will serve as the onsite property manager for the Intergenerational Center Property which means that East Carolina University, in addition to recruiting, assessing and approving tenants, will develop regulations relating to the use of the Intergenerational Center Property by the tenants. The LESSEE shall comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University.

6. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide information to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated.

7. Signage.

No signs shall be erected on the leased premises or the Intergenerational Center Property without the prior written approval of the LESSOR. It is understood and agreed that the LESSOR has the sole right to name the Intergenerational Center and the buildings located on the Intergenerational Center Property.

8. Renovations.

No later than June 30, 2007, LESSOR will make the improvements to the leased premises listed on Exhibit B, said Exhibit B is attached hereto and herein incorporated by reference. Except for said improvements, LESSEE agrees to accept the leased premises in its existing condition.

9. Repairs and Maintenance.

The LESSOR shall, at its expense, be responsible for the following maintenance at the leased premises:

- (a) Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.

- (b) Maintenance of lawns and parking areas.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

Except as otherwise provided in this section, the LESSEE shall be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The LESSEE shall, at its sole expense, keep the leased premises, as existing after the improvements are made in accordance with section 8, in good condition, reasonable wear and tear excepted. The LESSEE shall give the LESSOR notice of any repairs made. Notwithstanding the foregoing, in the event the repairs are major repairs, as defined herein, the LESSEE and LESSOR shall determine whether to complete the repairs prior to the repairs being completed by the LESSEE. If it is determined to complete the major repairs, then the major repairs shall be completed by the LESSEE and the LESSOR and LESSEE shall each pay fifty percent (50%) of the cost of the repairs. If it is determined to not complete the major repairs, then the LESSOR and the LESSEE shall each have the right to terminate this Lease Agreement, without breaching its obligations hereunder, by providing the other party with written notice of its decision to terminate and the leased premises shall be vacated by the LESSEE within sixty (60) days after notice. For the purpose of this paragraph, major repairs shall mean any repair which the cost of repair exceeds FIVE HUNDRED DOLLARS (\$500).

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

11. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

12. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

13. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

14. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

15. Indemnity.

The LESSEE agrees to indemnify and save harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises.

16. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

17. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

18. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased property or upon the right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness

secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

19. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

20. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

21. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:

City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:

President
Pitt Community College
P.O. Drawer 7007
Greenville, NC 27835-7007

22. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

23. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

24. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

BY: _____
Wayne Bowers, City Manager

PITT COMMUNITY COLLEGE

BY: _____
Dennis Massey, President

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Wayne Bowers, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2007.

Notary Public

My Commission Expires:_____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Dennis Massey, President of Pitt Community College, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2007.

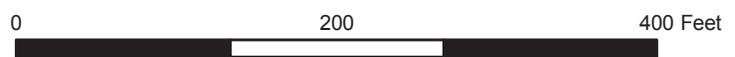
Notary Public

My Commission Expires:_____

**EXHIBIT B
INTERGENERATIONAL CENTER
IMPROVEMENTS FOR
PITT COMMUNITY COLLEGE**

IMPROVEMENTS TO THE SCHOOL
Replace water fountains in hallway with combination standard/handicap water fountains
Replace two double entrance doors with handicap automatic openers and doors
Construct concrete handicap ramps at school entrances
Replace chalkboards in classrooms with dry erase marker boards
Electrical upgrades for PCC woodworking shop and computer labs
Convert non-ADA restrooms to storage closets (2)
Room 2 - replace rear door
Renovate restrooms for ADA accessibility
Replace/upgrade hot water heater in boiler room
Stripe parking lot & upgrade handicap parking signs
Upgrade/inspect all fire alarm systems and extinguishers to meet current code
Roof repair as needed
Relocate overhead water heater in hallway closet
Correct drainage in rear alley of building
Construct handicap accessible concrete sidewalk from classroom emergency exits to parking lot
Commercial cleaning and restoration of carpet
Clean walls and paint
Carpet replacement and repair

Exhibit A: Intergenerational Center Property





City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Lease renewal with West Greenville Regional Resources, Inc., for a portion of the C. M. Eppes Recreation Center

Explanation: West Greenville Regional Resources, Inc. has a lease with the City for the use of certain space in the Eppes Recreation Center located at 304 Nash Street. This nonprofit corporation uses the facility to conduct recreational, educational, and cultural activities for youth and adults. The lease payment is \$1 per year, and the corporation is responsible for utility payments and the repair and maintenance of the premises other than those associated with the roof or exterior walls. The current lease commenced on April 15, 2006, and expires on April 14, 2007.

Attached is a letter from West Greenville Regional Resources, Inc. President Ozie Hall requesting the renewal of the lease and which submitted their annual activities report. Also attached is a proposed lease extending the term for another year.

Representatives of West Greenville Regional Resources have been invited to the Council meeting to answer any questions that you may have concerning operations at the Eppes Recreation Center.

Fiscal Note: \$1 to be received as lease payment.

Recommendation: The lease with West Greenville Regional Resources may be extended for an additional year by the approval of a motion.

Attachments / click to download

 [Letter from Ozie Hall and Activities Report](#)

 [Exhibit A](#)

 [Agreement with WGRR](#)

WEST GREENVILLE REGIONAL RESOURCES, INC.

Post Office Box 8034
Greenville, NC 27835-8034
(252) 758-1490

April 3, 2007

Mr. David Holec
City Attorney
City of Greenville
City Hall
200 Martin Luther King, Jr. Drive
Greenville, North Carolina 27834

RE: LEASE RENEWAL AT C.M. EPPES RECREATION CENTER

Dear Mr. Holec:

Please be advised that West Greenville Regional Resources, Inc., hereby request the renewal of its lease with the City of Greenville for the property located at the C.M. Eppes Recreation Center, 400 Nash Street, Greenville pursuant to the one year renewal provision. The current lease ends on April 15, 2007. Attached is our annual activities report.

Very sincerely,



Rev. Ozie Lee Hall, Jr.
President

OH:

cc. Hon. Mildred A. Council
Hon. Rose H. Glover
Hon. R. J. Hemby
Bishop Marion L. Barnes
Ms. Mary L. Williams

WEST GREENVILLE REGIONAL RESOURCES, INC.

ANNUAL REPORT

(From January 1, 2006 thru March 31, 2007)

The following is our report on activities and use of the facilities located at the C.M Eppes Recreation Center, 400 Nash Street, Greenville, North Carolina.

Safe Haven After School Program

The Safe Haven After-School Program has operated under West Greenville Regional Resources, Inc (WGRR) since 2003. The program is operated by WGRR with support from volunteers from the East Carolina University Black Student Union and other student fraternal organizations from ECU. The program operates during the school year between the hours of 3:30 and 5:30 p.m. It is designed to provide mentoring, academic enrichment, tutoring, and fun activities for children and youth ages 5-14. The program operated during the summer of 2006 as well. The monthly attendance figures are as follows:

<u>Month</u>	<u>Number Attending</u>
February 2006	99
March 2006.....	95
April 2006.....	113
May 2006.....	94
June 2006.....	69
July 2006.....	34
August 2006.....	0
September 2006.....	0

October 2006	157
November 2006.....	161
December 2006.....	79
January 2007	105
February 2006.....	69

Daily attendance figures are attached hereto. The numbers reflected here represent the daily totals for the periods indicated. Missing sign in sheets result in reduction of the numbers.

ECU Volunteer Project

WGRR recruited and coordinated approximately 35 volunteers from the ECU Black Student Union and other ECU student groups to work in the Safe Haven and on various projects. These students provided tutoring and other services to the After School Program and served as resource persons for the West Greenville Focus Group, and the Pitt County Coalition for Educating Black Children. Most students recorded hours of volunteer time with the ECU Student Volunteer Services Office. The ECU Students performed in excess of 1500 volunteer hours.

Adult Computer Literacy

WGRR has continued to collaborate with Pitt Community College to operate the Adult Computer Literacy Program at the center. The program is staffed by Pitt Community College and provides adult computer literacy skills training to adults and seniors Monday through Thursday between the hours of 9:00 a.m. and 12:00 noon. The program serves two classes with enrollment of ten (10) adult students. The classes are Monday and Wednesday and the second class meets Tuesday and Thursday. New classes

cycle every eight (8) weeks. Total attendance from April 2006 to March 31, 2007 is 1830. The average monthly attendance is 152 for this same period.

Pitt County Coalition for Educating Black Children

WGRR operates a collaboration for educational advocacy with the local Coalition Against Racism, the Southern Christian Leadership Conference, the National Association for the Advancement of Color People, retired teachers and other community groups under the auspice of the Pitt County Coalition for Educating Black Children. The organization is modeled after the National Conference on Educating Black Children and is designed to serve as a forum for parents, teachers, students, and community advocates can work together to address educational issues to improve the quality of education for all children in Pitt County School. The Coalition's general meeting is held monthly at the center and a separate executive committee meeting and other committee meetings are held monthly. The organization has an Executive Committee, School Readiness Committee, Student Discipline Committee, Parental Involvement Committee, Special Education Committee, and Curriculum & Instruction Committee. The Coalition held a major event in August, 2006 prior to school start up entitled "Back to School Block Party" with over 500 students and parents in attendance. Various businesses and supporters donated over 50 book bags, and an abundance of school supplies to disadvantaged children and youth in west Greenville. The Coalition also built collaborations the ECU College of Education, Pitt County School, and Pitt County Memorial Hospital/University Health Systems to organize the Pitt County Educational Conference featuring Dr. Geneva Gay. The event was held on March 29, 2007 at the City Hotel & Bistro with about 325 in attendance. The Coalition also organized two "Reading Circles" at the center where parents, teachers,

and community leader discuss books and journal articles on educational issues. The groups recently completed "Culturally Responsive Teaching: Theory, Research & Practice" by Dr. Geneva Gay and is presently reviewing "We Can't Teach What We Don't Know" by Dr. Gary R. Howard.

The coalition conducted a total of 31 meetings at the center during this period with a total of 655 in attendance or an average attendance of 21 per meeting. In addition, over 500 attended the Back to School event.

LOC Project

The Local Organizing Committee Project meets every other Friday at the center. The LOC discusses issues of community concern and plans activities. The LOC conducted 31 meetings at the center with 540 in attendance and average meeting attendance of 17.

West Greenville Focus Group

The WGFG meets periodically at the center. In 2006, there were about 20 meetings with a total of about 500 duplicate individuals in attendance. Average attendance was 25.

Miscellaneous

WGRR schedules use of the facilities for neighborhood groups on a first come first serve basis. Various community groups such as "Wailing Women," Health Education groups and others use the center on a regular basis.

Safe Haven After School Program

Date	Attendance
2/6/2006	5
2/7/2006	9
2/8/2006	6
2/9/2006	7
2/15/2006	15
2/16/2006	20
2/17/2006	9
2/21/2006	16
2/24/2006	12
Total	99
3/3/2006	14
3/8/2006	13
3/22/2006	12
3/23/2006	15
3/27/2006	14
3/28/2006	8
3/29/2006	9
3/31/2006	10
Total	95
4/3/2006	9
4/4/2006	11
4/5/2006	6
4/6/2006	7
4/7/2006	10
4/10/2006	10
4/12/2006	9
4/13/2006	15
4/17/2006	2
4/20/2006	11
4/24/2006	7
4/26/2006	4
4/27/2006	5
4/28/2006	7
Total	113
5/1/2006	3
5/5/2006	9
5/10/2006	14
5/12/2006	6
5/17/2006	8
5/18/2006	7
5/19/2006	13
5/22/2006	6

5/24/2006	14
5/25/2006	6
5/31/2006	8

Total 94

6/7/2006	6
6/8/2006	12
6/15/2006	6
6/16/2006	10
6/20/2006	8
6/21/2006	4
6/21/2006	5
6/23/2006	5
6/28/2006	3
6/30/2006	10

Total 69

7/5/2006	3
7/7/2006	7
7/12/2006	9
7/19/2006	6
7/21/2006	6
7/26/2006	3

Total 34

10/13/2006	14
10/18/2006	16
10/19/2006	15
10/20/2006	10
10/23/2006	17
10/24/2006	16
10/25/2006	17
10/26/2006	20
10/27/2006	13
10/31/2006	19

Total 157

11/1/2006	18
11/2/2006	14
11/3/2006	13
11/6/2006	14
11/8/2006	17
11/9/2006	14
11/13/2006	10
11/15/2006	11
11/27/2006	12
11/28/2006	11
11/29/2006	

11/30/2006 10

Total 161

12/2/2006 11

12/5/2006 10

12/4/2006 12

12/6/2006 15

12/7/2006 18

12/8/2006 13

Total 79

1/16/2007 12

1/17/2007 9

1/18/2007 6

1/19/2007 6

1/24/2007 13

1/25/2007 13

1/26/2007 18

1/29/2007 11

1/30/2007 10

1/31/2007 7

Total 105

2/1/2007 2

2/2/2007 12

2/5/2007 3

2/6/2007 9

2/8/2007 11

2/12/2007 10

2/13/2007 6

2/15/2007 9

2/20/2007 2

2/23/2007 5

Total 69

1 of 2

DAILY ACTIVITY LOG

DATE	TYPE OF ACTIVITY	NUMBER OF PARTICIPANTS	ACTIVITY LEADER
4/3/06 to 4/7/06	Adult Comp Literacy	50	R. Fleming
4/17/06 to 4/21/06	"	50	R. Fleming
4/24/06 to 4/28/06	"	50	R. Fleming
5/1/06 to 5/5/06	"	50	R. Fleming
5/8/06 to 5/12/06	"	50	R. Fleming
5/15/06 to 5/19/06	"	50	R. Fleming
5/29/06 to 6/1/06	"	50	R. Fleming
6/5/06 to 6/9/06	"	50	R. Fleming
7/3/06 to 7/7/06	"	50	R. Fleming
7/10/06 to 7/14	"	50	"
7/17/06 to 7/21	"	50	"
7/24/06 to 8/4/06	"	50	"
8/7/06 to 8/11/06	"	50	"
8/14/06 to 8/18/06	"	50	"
8/21/06 to 8/25/06	"	50	"
8/28/06 to 9/1/06	"	50	"
10/2/06 to 10/6/06	"	50	"
10/9/06 to 10/13	"	50	"
10/16 to 10/20	"	50	"

total attendees 1830
average monthly 152

292

DAILY ACTIVITY LOG

DATE	TYPE OF ACTIVITY	NUMBER OF PARTICIPANTS	ACTIVITY LEADER
10/23/06 to 10/27/06	Adult Camp	50	R. Fleming
10/30/06 to 11/3/06	"	50	"
11/6/06 to 11/10/06	"	50	"
11/13/06 to 11/17/06	"	50	"
12/4/06 to 12/8/06	"	50	"
12/11/06 to 12/15	"	50	"
12/18/06 to 12/20	"	30	"
1/8/07 to 1/12/07	"	50	"
1/15/07 to 1/19/07	"	50	"
1/22/07 to 1/26/07	"	50	"
1/29/07 to 2/2/07	"	50	"
2/5/07 to 2/9/07	"	50	"
2/12/07 to 2/16	"	50	"
2/19/07 to 2/23/07	"	50	"
2/26/07 to 3/2/07	"	50	"
3/12/07 to 3/16/07	"	50	"
3/19/07 to 3/23/07	"	50	"
3/26/07 to 3/30/07	"	50	"

192

DAILY ACTIVITY LOG

DATE	TYPE OF ACTIVITY	NUMBER OF PARTICIPANTS	ACTIVITY LEADER
1/06	PCCCEBC	30	O. Hall / R.J. Harby
2/06	PCCCEBC	25	
3/06	PCCCEBC	35	
4/06	PCCCEBC	40	
5/06	PCCCEBC	25	
6/06	PCCCEBC	35	
7/06	PCCCEBC	31	
8/06	PCCCEBC	35	
9/06	PCCCEBC	30	
10/06	PCCCEBC	30	
8/06	PCCCEBC Back to school	500	
9/06	PCCCEBC	35	
10/06	PCCCEBC	30	
11/06	PCCCEBC	35	
12/06	PCCCEBC	25	
1/07	PCCCEBC	32	
2/07	PCCCEBC	32	
3/07	PCCCEBC	25	

31 mtg
650 attendees total
21 average attend

2 of 2

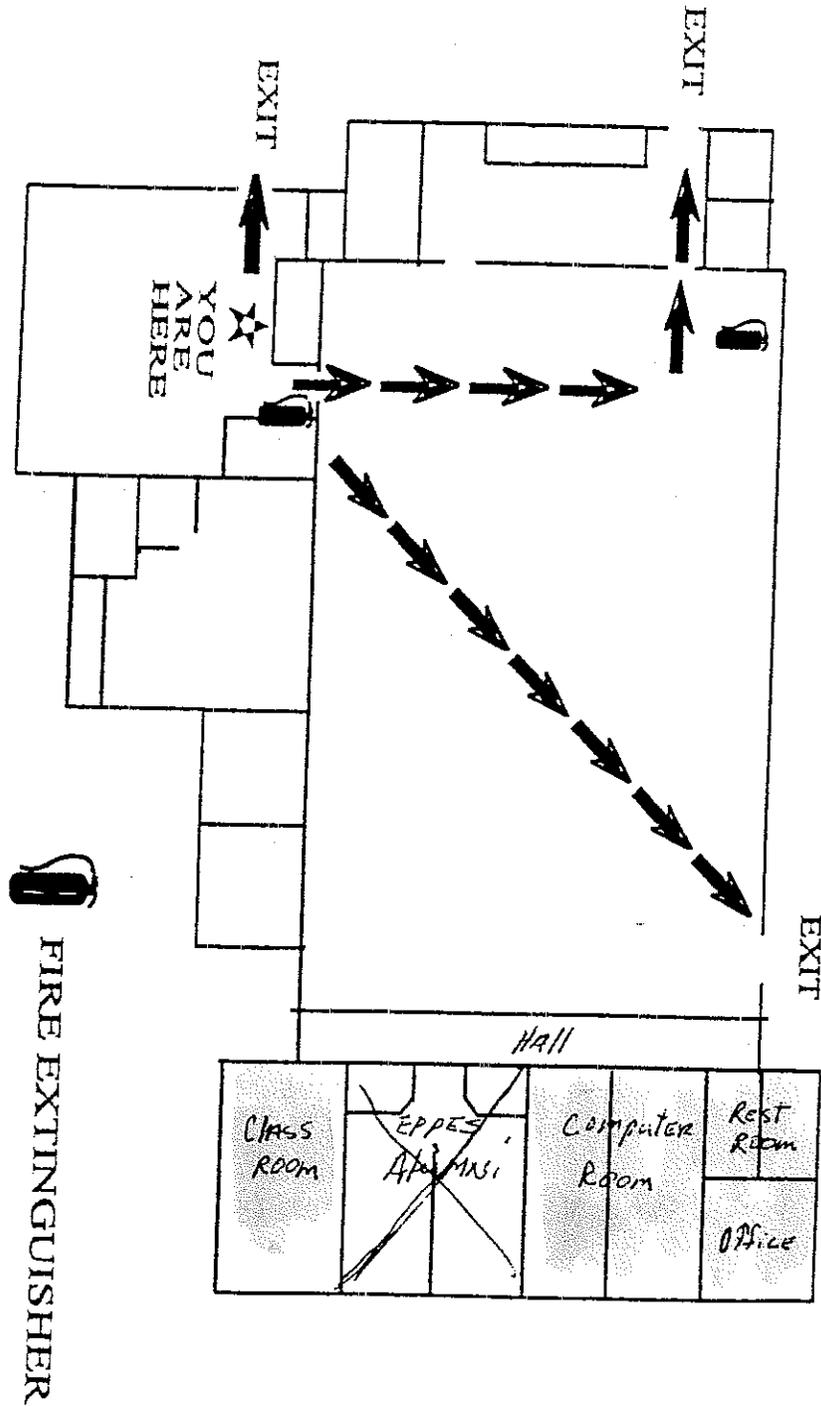
DAILY ACTIVITY LOG

DATE	TYPE OF ACTIVITY	NUMBER OF PARTICIPANTS	ACTIVITY LEADER
4/13/06	PCCEDC Exec Con.	7	O. Hall/RJ. Hardy
5/06	"	8	
6/06	"	5	
7/06	"	7	
8/06	"	12	
9/06	"	10	
10/06	"	10	
11/06	"	10	
12/06	"	11	
1/07	"	10	
2/07	"	5	
3/07	"	5	

DAILY ACTIVITY LOG

DATE	TYPE OF ACTIVITY	NUMBER OF PARTICIPANTS	ACTIVITY LEADER
1/13/06	LOC	26	D. Hall/R. Henby
1/27/06		11	
2/10/06		22	
2/24/06		27	
3/10/06		31	
3/31/06		15	
4/14/06		12	
4/28/06		14	
5/12/06		17	
5/26/06		13	
6/09/06		19	
6/23/06		19	
7/14/06		22	
7/21/06		26	
8/11/06		27	
8/25/06		18	
9/8/06		14	
9/22/06		11	
10/13/06		21	
10/26/06		8	
11/06	corp LOC	41	

EXHIBIT A



FIRE EVACUATION PLAN

for Eppes Recreation Center

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of April, 2007, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and West Greenville Regional Resources, Inc., a non-profit corporation operating in Greenville, North Carolina, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this LEASE, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the C.M. Eppes Recreation Center consisting of the classroom, computer room, office, and restroom located at the southern portion of said center, said portion being leased being the highlighted portions as shown on Attachment A and being hereinafter referred to as the leased premises.

The terms and conditions of this LEASE are as follows:

1. Term.

The term of this LEASE is for one (1) year, commencing on the 15th day of April, 2007, and expiring on the 14th day of April, 2008. The term of this lease may be extended for an additional year upon mutual agreement of the LESSOR and LESSEE after review of the activities report provided for in paragraph 6.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of May of each year. Rent payments shall be delivered to the Director of Finance of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

The leased premises shall be used by LESSEE for the conduction of recreational, educational, and cultural activities for youth and adults. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for all costs associated with conducting its activities. LESSEE shall not use the leased premises between the hours of 11 p.m. and 7 a.m.

4. Use of Other Portions of C.M. Eppes Recreation Center.

LESSEE shall have the use of the other portions of the C.M. Eppes Recreation Center other than the leased premises on the same basis and pursuant to the same regulations and requirements as applicable to other persons and entities requesting their use.

5. Equipment.

LESSEE shall be able to use the computers, tables, chairs, and similar equipment located within the leased premises. The LESSEE shall be responsible, at its expense, for the maintenance and repair of said equipment.

6. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. The LESSEE shall keep a daily log of the activities conducted on the leased premises and this log will be reviewed by the LESSOR and the LESSEE near the end of the lease term when the decision concerning renewal is made by the LESSOR and LESSEE.

7. Signage.

LESSEE may install identifying signage on the exterior and hallway doors of the leased premises with the approval by the LESSOR of the size, location, and installation method.

8. Repairs and Maintenance.

LESSEE agrees to accept the leased premises in its current condition. LESSEE shall be responsible, at its expense, for all maintenance and repairs, both major and minor, to the leased premises except that the LESSOR shall be responsible for the maintenance and repair of the roof and the exterior walls of the leased premises. The LESSEE shall at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times.

9. Alterations And Improvements.

No alterations or improvements shall be made to the leased premises without the prior written consent of the LESSOR.

10. Utilities.

LESSOR shall be responsible for providing and paying for all electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible for the telephone charges and all other charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

11. Insurance.

The LESSEE will at all times during the term of this LEASE, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North

Carolina. The LESSEE shall provide the LESSEE with a certificate of insurance evidencing said coverage.

12. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this LEASE shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than 50% of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its business, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this LEASE by the provision of written notice to the other party.

13. Assignment and Subletting.

LESSEE may not assign or transfer this LEASE or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

14. Indemnity.

The LESSEE agrees to indemnify and save harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring on or within the demised premises or occurring while using the motor vehicle herein leased.

15. Surrender on Termination.

Upon the termination of this LEASE for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and the equipment and motor vehicle referred to in paragraph 5 and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

16. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of 30 days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this LEASE terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this LEASE and shall remain in default for a period of 30 days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this LEASE terminated without prejudice to any other legal remedy it may have on account of such default.

17. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased property or upon the right, title or interest of the LESSEE created by this LEASE after the indebtedness secured by

Item # 15

such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

18. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

19. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this LEASE may peacefully and quietly have, hold and enjoy the said leased premises on all the terms of this Lease Agreement.

20. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently if mailed by first class mail to the City Manager, for notices to the LESSOR, or to the President, for notices to the LESSEE, at the addresses set forth below.

LESSOR:

City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

LESSEE:

President
West Greenville Regional Resources, Inc
P.O. Box 8034
Greenville, NC 27835

21. Legal and Regulatory Duties.

The Lessee shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

22. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

BY: _____
Robert D. Parrott, Mayor

ATTEST:

BY: _____
Wanda T. Elks, City Clerk

WEST GREENVILLE
REGIONAL RESOURCES, INC.

BY: _____
Ozie L. Hall, President

ATTEST:

BY: _____
Mary Williams, Corporate Secretary

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Wanda T. Elks personally appeared before me this day and acknowledged that she is the City Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as City Clerk.

Witness my hand and Notarial Seal, this the _____ day of _____, 2007.

Notary Public

My Commission expires: _____.

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Mary Williams personally appeared before me this day and acknowledged that she is the Secretary of the West Greenville Regional Resources, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and Notarial Seal, this the _____ day of _____, 2007.

Notary Public

My Commission expires: _____.



City of Greenville, North Carolina

Meeting Date: 4/12/2007
Time: 7:00 PM

Title of Item: Budget ordinance amendment #8 to the 2006-2007 City of Greenville budget

Explanation: Attached is an amendment to the 2006-2007 budget ordinance for consideration at the April 12, 2007, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To allocate funds to pay Pitt County for additional commissions. These commissions are offset by increases in property taxes and vehicle rentals.

B To appropriate Controlled Substance funds to add more parking and provide electrical hook-up capability for specialized police vehicles and trailers.

C To allocate funds received from Uptown Greenville to assist with improvements to the City (Moseley) Parking lot.

Fiscal Note: The budget ordinance amendments increase the General Fund by \$30,500.

Recommendation: Approve budget ordinance amendment #8 to the 2006-2007 City of Greenville budget

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

Attachments / click to download

 [2007](#)

ORDINANCE NO. 07-_____
CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#8) AMENDING ORDINANCE NO. 06-58
THE 2006-2007 CITY OF GREENVILLE BUDGET ORDINANCE

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

Section I. Estimated Revenues. General Fund, of Ordinance 06-58, is hereby amended by increasing estimated revenues in the amount indicated:

010-0000-301.01-00	Property Taxes ^A	\$15,000
010-0000-310.08-00	Rental Vehicle-Gross Receipts ^A	10,000
010-0000-321.29-00	Spec. State / Fed / Loc Grants ^C	2,500
010-0000-321.31-00	Controlled Substance ^B	3,000
		<u>\$30,500</u>

Section II. Appropriations. General Fund, of Ordinance 06-58, is hereby amended by increasing appropriations in the amount indicated:

010-5051-413.74-06	Capital Outlay – Controlled Substance ^B	\$ 3,000
010-4041-402.08-07	Commissions to Pitt County ^A	25,000
010-9500-433.75-95	City (Moseley) Parking Lot ^C	2,500
		<u>\$30,500</u>

Section III. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section IV. This ordinance will become effective upon its adoption.

Adopted this 12th day of April, 2007.

Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks, City Clerk