A G E N D A

HICKORY CITY COUNCIL

March 15, 2022

HICKORY
North Carolina
Life. Well Crafted.

7:00 p.m.

AGENDA
www.hickorync.gov

If you have any questions about any item on this agenda or if you need more information about any item in addition to the information contained in the agenda package, please call the City Manager at 323-7412. For more information about the City of Hickory go to: www.hickorync.gov.

Hickory City Council
76 North Center Street

March 15, 2022
7:00 p.m.

I. Call to Order

II. Invocation by Reverend Sandi Hood, Peace United Church of Christ Carolina Caring

III. Pledge of Allegiance

IV. Special Presentations

V. Persons Requesting to Be Heard .

VI. Approval of Minutes

A. Regular Meeting of March 1, 2022. **(Exhibit VI.A.)**

VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.

A. Budget Revision Number 15. **(First Reading Vote: Unanimous)**

VIII. Consent Agenda: All items below will be enacted by vote of City Council. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

A. Approval of the Purchase of 1063 15th Street NE in the Amount of $90,000 from M. Todd Hefner, PIN 3713-15-53-3192. **(Exhibit VIII.A.)**

Staff requests approval of the contract to purchase the property located at 1063 15th Street NE, PIN 3713-15-53-3192, from M. Todd Hefner in the amount of $90,000. The property is currently occupied by a single-family dwelling. Staff was approached about purchasing the tract. The City owns the three properties immediately to the north of the home. Staff negotiated with the property owner and feels the contract price to be a fair price for the purchase of the property based upon recent sales in the vicinity. The property will be used for future expansion of the City's public services complex. Staff recommends approval of the contract to purchase the property located at 1063 15th Street NE from M. Todd Hefner.

B. Approval of an Ordinance to Implement a Speed Limit Reduction to 25mph along 11th Street Circle NW and 11th Street Circle Drive NW. **(Exhibit VIII.B.)**

Staff request Council's approval to implement a speed limit reduction to 25mph along 11th Street Circle NW and 11th Street Circle Drive NW. City Council implemented a Neighborhood Traffic Calming Program that enables citizens to request measures to improve traffic safety in the area where they own property. Citizens are required to submit an application to request measures and provide a reason for the request. Then, the City

performs analysis to determine what, if any, measures are warranted. Citizens requesting traffic calming measures are required to complete and submit a petition with 75 percent of properties in favor of implementation for the request to move forward. Traffic Division staff received the completed petition from property owners along 11th Street Circle NW and 11th Street Circle Drive NW with regards to the Neighborhood Traffic Calming Program and have found the property owners to be in compliance with the guidelines. The petition does qualify for a speed limit reduction to 25mph. Twenty-Five properties were included in the petition and twenty-two properties signed in favor of implementation. This represents at least 75 percent approval, which meets the requirement. The necessary sign modifications along the roadway can be performed as a normal part of the Traffic Division's signs/markings shop operations. Staff recommends Council's approval to implement a speed limit reduction to 25mph along 11th Street Circle NW and 11th Street Circle Drive NW.

C. Citizens' Advisory Committee Recommendation for Assistance through the City of Hickory's Housing Programs. **(Exhibit VIII.C.)**

The following applicant was considered by the Citizens' Advisory Committee at their regular meeting on March 3, 2022; and is now being recommended for approval for assistance under the City of Hickory's 2021 Urgent Repair Program. This program provides qualified low-income citizens with assistance for emergency related repairs not to exceed $10,000.

- *Shaterra Bentley – 617 3rd Street SE, Hickory – up to $10,000.*

The Citizens' Advisory Committee recommends approval of the aforementioned request for assistance through the City of Hickory's housing assistance programs.

D. Budget Revision Number 16. **(Exhibit VIII.D.)**

1. *To record $1,500,000 in grading costs at Trivium Corporate Center to American Fuji Seal as an incentive for their investment.*
2. *To appropriate $80,594 in Catawba County contributions towards Moss-Marlow Building Co., Inc. for installing footings/foundations for the Burn Building at the CVCC Public Safety Training Center.*
3. *To appropriate $1,035,696 in the sale of Trivium property to Stonemont; proceeds paid to Corning, Inc. as an economic incentive for their investment.*
4. *To appropriate $193,826 towards SEPI Construction Engineering and Inspection for Change Order #1 for additional professional services related to the City Walk Project. $155,061 will come from a federal grant (80%) while the remaining $38,765 (20% match) will come from existing City Walk funds.*
5. *To appropriate $9,452 in recreation revenues towards recreational supplies for the Parks and Recreation Sports Tourism department.*

IX. Items Removed from Consent Agenda

X. Informational Item

XI. New Business:

A. Public Hearings

1. Consideration of Rezoning Petition (RZ) 22-02, Rezoning of 47.40 Acres of Property Located on Section House Road between 34th Street Place NE and Sipe Road from R-1 Residential and R-20 Residential to R-2 Residential, PIN 3723-08-89-6240 – Presentation by Planning Director Brian Frazier. **(Exhibit XI.A.1.)**

The Earl Errand Propst Heirs submitted a petition requesting the consideration of rezoning property located on Section House Road between 34th Street Place NE and Sipe Road from Hickory R-1 Residential and Catawba County R-20

Residential to Hickory R-2 Residential. The 47.4-acre property is zoned R-1 Residential by Hickory and R-20 Residential by Catawba County and was recently annexed. Both zoning districts permit residential uses at a density of two dwelling units per acre. The subject property is currently vacant; however, the owners' intention is to develop the property for the construction of detached single-family residences. While preliminary development plans have not been provided, the theoretical maximum development yield under R-2 Residential zoning could result in +/-189 residential homes. The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on March 4 and March 11, 2022.

2. Consideration of Rezoning Petition (RZ) 22-05, Rezoning of approximately 13.7 acres of Property located near the Southwest Corner of Cloninger Mill Road and 16th Street NE from R-2 Residential to R-3 Residential, Identified as PINs 3714-12-96-0319 and 3714-12-86-6394 – Presentation by Planning Director Brian Frazier. **(Exhibit XI.A.2.)**

Gary Greene submitted a petition requesting the consideration of rezoning property located near the southwest corner of Cloninger Mill Road and 16th Street NE from R-2 Residential to R-3 Residential. The 13.7-acre property is zoned R-2 Residential, which permits detached single-family residential uses at a density of two dwelling units per acre. Should the rezoning petition be approved, the density and use types would change. The requested R-3 Residential would permit attached and detached single-family residential, as well as multifamily. The residential density would also increase to eight units per acre for attached and detached single-family and ten units per acre for multifamily. The rezoning could potentially produce 110 attached and detached single-family units, 137 multifamily units, or a mixture of the two use types. The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on March 4 and March 11, 2022.

3. Consideration of Rezoning Petition (RZ) 22-03, Rezoning of approximately 19.5 Acres of Property Located at 4331 and 4405 North Center Street from R-2 Residential to Planned Development (PD), Identified as PIN 3715-18-30-6570 – Presentation by Planning Director Brian Frazier. **(Exhibit XI.A.3.)**

Lat Purser and Associates, Inc., agent for the Horse Barn LLC, submitted a petition requesting the consideration of rezoning property located at 4331 and 4405 North Center Street NE from R-2 Residential to Planned Development (PD). The 19.424-acre property is zoned R-2 Residential, which permits detached single-family residential uses at a density of two dwelling units per acre. The petitioner has requested the property be rezoned to a residential planned development (PD). The planned development plan submitted as part of the petition, depicts a build-out plan for 210 dwelling units. The proposed units consist of apartments and townhomes, which are proposed at a density or approximately ten units per acre.

The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the developer's representative provided the Commission with an overview of the proposed development. Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted (6-2) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on March 4 and March 11, 2022.

4. Consideration of a Voluntary Contiguous Annexation of 8.86 Acres of Property off Startown Road between Short Road and Robinwood Road, PINs 3721-16-94-9674 and 3711-16-94-6567 – Presentation by Planning Director Brian Frazier **(Exhibit XI.A.4.)**

Startown Holdings, LLC and REC Group, LLC have petitioned for the voluntary contiguous annexation of 8.86 acres of property located off Startown Road between Short Road and Robinwood Road. The subject properties are currently located within Catawba County's jurisdiction and zoned R-20 Residential. The annexation is being requested to gain access to City services. The subject property is currently zoned R-20 Residential by Catawba County and is 8.86 acres in total size. The current county R-20 zoning district permits residential uses at a density of two dwelling units per acre. The subject properties are currently vacant; however, the intention is to develop the properties, along with other property, for the continuation of the Preston Ridge apartments, which totals 168 units, 48 of which are to be located on the subject properties. The current tax value of the property is $53,200. If annexed with its present value, the property would generate additional tax revenues of $334. The future planned development will substantially increase the tax value of the properties. Upon analysis, staff has determined the petition meets the statutory requirements for voluntary contiguous annexation, and adequate public services are available. Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on March 4, 2022.

5. Consideration of Rezoning Petition (RZ) 22-04, Rezoning of 8.86 Acres of Property located off Startown Road between Short Road and Robinwood Road from R-20 Residential to Planned Development (PD), Identified as PINs 3711-16-94-6567 and 3721-16-94-9674 – Presentation by Planning Director Brian Frazier. **(Exhibit XI.A.5.)**

Eric Yeargin, agent for the REC Group LLC, submitted a petition requesting the consideration of rezoning property located off Startown Road, between Short Road and Robinwood Road from R-20 Residential to Planned Development (PD). The applicant submitted a petition requesting the properties be rezoned to Planned Development (PD). The master plans, and supplemental documentation, provided as part of the petition depicts the development as being multi-family in nature, with 168 dwelling units, and 36 supporting garages. The units are proposed at a density or approximately eleven units per acre. The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the developer's representative provided the Commission with an overview of the proposed development. Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted

unanimously (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on March 4 and March 11, 2022.

B. Departmental Reports

1. Appointments to Boards and Commissions

CITIZENS ADVISORY COMMITTEE
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Small Cities Project Area — VACANT

COMMUNITY APPEARANCE COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Outside City but within HRPA) (Council Appoints) — VACANT

COMMUNITY RELATIONS COUNCIL
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Other Minority (Council Appoints) — VACANT
Other Minority (Council Appoints) — VACANT
Other Minority (Council Appoints) — VACANT
Differently Abled and is African American or Other Minority (Council Appoints) — VACANT
Differently Abled (Council Appoints) — Beth Whicker (Not Eligible for Reappointment)

LIBRARY ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 3 (Seaver Appoints) — VACANT (Beth Schauble Resigned 11-10-2021)

PUBLIC ART COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Mayor Appoints) (Harold Humphrey Resigned 11-4-2021) — VACANT

RECYCLING ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 6 (Patton Appoints) (Lona Hedrick Resigned 1-11-2022) — VACANT

YOUTH COUNCIL
(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)

Youth Council Applicant Review Committee Recommends the Following Appointments:

Fred T. Foard — VACANT
Homeschool — VACANT

NORTH CAROLINA LEAGUE OF MUNICIPALITIES

Voting Delegate for 2022-2023 League Board of Directors in Advance of the Annual Business Meeting on April 28, 2022 at the NCLM Annual Business Meeting during the CityVision Conference.

C. Presentation of Petitions and Requests

XII. Matters Not on Agenda (requires majority vote of Council to consider)

XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature

XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

1. *Approval of Closed Session Minutes of March 1, 2022 - NCGS §143-318.11(a)(1).*
2. *Discussion of Potential Litigation – NCGS §143-318.11(a)(3).*

XV. Adjournment

***Hickory City Code Section 2-56. Public Address to Council:**

"When conducting public hearings, considering ordinances, and otherwise considering matters wherein the public has a right to be heard, when it appears that there are persons present desiring to be heard, the Mayor shall require those opposing and favoring the proposed action to identify themselves. Each side of the matter shall be given equal time. Those opposing the proposed action shall be allowed 15 minutes for presentation, followed by 15 minutes for those favoring the action, with the opponents then to have five minutes for rebuttal and the proponents to then have five minutes for surrebuttal. Those persons on either side shall have the right to divide their allotted time among them as they may choose. The Council, by majority vote, may extend the time for each side equally. On matters in which the person desiring to address the Council does not have a legal right to speak, the Council shall determine whether it will hear the person. The refusal to hear a person desiring to speak may be based upon grounds that the subject matter is confidential, that its public discussion would be illegal, that it is a matter not within the jurisdiction of the Council or for any other cause deemed sufficient by the Council. Any person allowed to speak who shall depart from the subject under discussion or who shall make personal, impertinent, or slanderous remarks, or who shall become boisterous while addressing the Council shall be declared out of order by the Mayor, or by vote of the Council, and barred from speaking further before the Council unless permission to continue shall be granted by a majority vote of the Council, under such restrictions as the Council may provide."

**The City of Hickory holds all public meetings in accessible rooms.
Special requests for accommodation should be submitted by individuals
with disabilities at least 48 hours before the scheduled meeting.
Phone Services (hearing impaired) – Call 711 or 1-800-735-2962**

A Regular Meeting of the City Council of the City of Hickory was held in the Council Chamber of the Municipal Building on Tuesday, March 1, 2022 at 7:00 p.m., with the following members present:

	Hank Guess	
Tony Wood		David L. Williams
Charlotte C. Williams	Aldermen	David P. Zagaroli
Danny Seaver		Jill Patton

A quorum was present.

Also present were City Manager Warren Wood, Deputy City Manager Rodney Miller, Assistant City Manager Rick Beasley, Deputy City Attorney Arnita Dula, City Attorney John W. Crone, III, Deputy City Clerk Crystal B. Mundy and City Clerk Debbie D. Miller

I. Mayor Guess called the meeting to order. All Council members were present with the arrival of Alderman Williams at 7:06 p.m.

II. Invocation by Mayor Guess

III. Pledge of Allegiance

IV. Special Presentations

V. Persons Requesting to Be Heard

A. Mr. Bruce Tretter - Presentation Regarding the Hickory Safe Streets Coalition.

Mr. Bruce Tretter, 27 2nd Street NW, in downtown Hickory advised he had been a resident in Hickory one and a half years. Hickory was his favorite place that he had ever lived in the Country or anywhere actually, and it was because the people were resourceful, smart, and engaging. It was a very business supportive community and also outstanding outdoor activities. He advised he was an avid cyclist. That was why he was present to talk about street safety for pedestrians, cyclists, and also for drivers, they were all in this together, since learning of quite a few accidents that have occurred in the City, some with fatalities, unfortunately. Then looking at what the City has, walk/bike/pedestrian plan and then all of the infrastructure that was going on to support walking and cycling, he thought it would be a good idea to organize a coalition, or to work on organizing a coalition of interested parties. He had given Council an outline of that. It was bike and run shop owners, the Hickory Velo Club, City officials, police, fire, the community college, public schools and also the YMCA. The objective was to engage motorists, pedestrians, cyclists, and City and State officials to improve Hickory regarding safety and access for all of the above. He wanted to introduce himself and also the initiative and then work with City officials to establish measurable and achievable objective goals that they could chip away at. He had seen the walk/bike plan, which he thought was a great idea that they called it a walk/bike plan. Most people are pedestrians, but then what could they do to start chipping away at the action items that were actually in that plan and then do it in a sane, comprehensive manner. That was why he was present, and he was looking forward to working with them.

Councilmembers thanked Mr. Tretter.

B. Mr. Chris Simmons, 1046 6th Avenue Drive NW, Hickory, thanked Council for their service. He knew with the arches falling, there had been a fair amount of grief around on social media and whatnot and he knew that they had put a lot of energy and time and thought, and they felt invested in this community and he thanked Council for their service. Mr. Simmons advised there was a Christian writer named John Piper who had a famous article called “Don't Waste Your Cancer”. The point he makes was when something difficult happens it can be a watershed moment, because it focuses people on a set of issues that might not come around otherwise. The collapse of the arches he thought was one of those moments. People could look at it as a failure or they could look at it as a fantastic opportunity. He thought it was an opportunity. A lot of the discussion that had been swirling had been about the appropriateness of the arches, the mandate of the bond referendum, and the things that had been built. He thought that the collapse of the arches and the process that would go forward, whatever replaces them, offers a great opportunity to promote a sense of ownership, public participation, inclusion and to have wonderful conversations. He grew up in Hickory and he knew that politeness was their most important virtue of courtesy. He thought they could have collegial diversity here where they could allow people to feel heard and involved and the community, the people who are most invested in this community, and put the most time into trying to direct it could afford an opportunity for many people who may not feel as if they were included or involved to publicly participate in whatever goes up in place of the arches. He thanked Council.

Councilmembers thanked Mr. Simmons.

Mayor Guess asked if anyone else wished to be heard. No one else appeared.

VI. Approval of Minutes

A. Regular Meeting of February 15, 2022.

Alderwoman Patton moved, seconded by Alderwoman Williams that the Minutes of February 15, 2022 be approved. The motion carried unanimously.

VII. Reaffirmation and Ratification of Second Readings. Votes recorded on first reading will be reaffirmed and ratified on second reading unless Council Members change their votes and so indicate on second reading.

Alderwoman Patton moved, seconded by Alderman Zagaroli that the following be reaffirmed and ratified on second reading. The motion carried unanimously.

A. Budget Revision Number 14. (First Reading Vote: Unanimous)

B. Consideration of Rezoning Petition Number 21-07 for 13.384 Acres of Property Located on Sulphur Springs Road between 47th Avenue Place NE and 48th Avenue Lane NE from Catawba County R-20 to Planned Development (PD). (First Reading Vote: Unanimous)

C. Consideration of Rezoning Petition Number 22-01 for 55.49 Acres of Property Located on Spencer Road between 30th Street Court NE and 31st Street Court NE from Hickory R-1 Catawba County R-20 to Hickory R-2 Residential. (First Reading Vote: Unanimous)

VIII. Consent Agenda: All items below will be enacted by vote of City Council. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item IX.

Mayor Guess moved, seconded by Alderman Seaver approval of the Consent Agenda. The motion carried unanimously.

A. Approved a Microenterprise Grant Agreement with Marlee Horton, Salon Owner, in the Amount of $4,000.

In its 2020-2024 Consolidated Plan for Housing and Community Development, the City of Hickory identified increasing entrepreneurship opportunities as a high priority need. This includes a program to provide microenterprise grants to businesses looking for funding necessary to take their business to the next level. The 2021 Community Development Block Grant (CDBG) Annual Action Plan has $5,000 allocated towards assistance for entrepreneurial activities with another $30,000 remaining from previous plan years. According to the US Department of Housing and Urban Development, a microenterprise is a business that has fewer than five employees, one of whom is the owner of the business. The program offers grants of up to $4,000 for low to moderate income business owners for business property, inventory, necessary fixed assets, marketing and business promotion, or other improvements approved by the Business Development Committee. Applicants are required to submit a business plan and have a counseling session with a local business support organization. Marlee Horton has applied for a Microenterprise Grant to support and enhance her start-up business as an independent salon owner. The business will a salon that offers a variety of services for men and women in a high end, unique environment. Ms. Horton recently secured a small business loan through Mountain BizWorks. The Business Development Committee reviewed the application and recommended approval of the grant in the amount of $4,000 contingent on the receipt of this additional small business loan. The grant funds will be used for equipment and to assist with marketing costs. Staff recommends City Council's approval of the Microenterprise Grant Agreement with Marlee Horton.

B. Approved a Proclamation for Trisomy 9 Day and Trisomy Awareness Month.

C. Approved a Proclamation for Arbor Day, April 30, 2022.

D. Called for a Public Hearing for Consideration of a Voluntary Contiguous Annexation of 8.86 Acres of Property Off Startown Road between Short Road and Robinwood Road, PINs 3721-16-94-9674 and 3711-16-94-6567. (Authorized Public Hearing for March 15, 2022, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building.)

RESOLUTION NO. 22-12
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND/OR 160A-58.1, AS AMENDED

WHEREAS, petitions from Startown Holdings, LLC and REC Group, LLC requesting annexation of an area described in petitions was received on February 17, 2022, by the City Council of the City of Hickory; and

WHEREAS, G.S. 160A-31 and G.S. 160A-58.1 provide that the sufficiency of the petition shall be investigated by the Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Hickory deems it advisable to proceed in response to this request for annexation.

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

THAT, the Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the City Council the result of her investigation.

CERTIFICATE OF SUFFICIENCY

TO THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I, Debbie D. Miller, City Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petitions are signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31 and/or G.S. 160A-58.1, as amended:

Property of Startown Holdings, LLC and REC Group, LLC Located off Startown Road between Short Road and Robinwood Road, Hickory, North Carolina, containing 8.866 acres more or less, and identified as PINs 3721-1694-9674 and 3711-16-94-6567.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Hickory this 18th day of February 2022.

/s/ Debbie D. Miller, City Clerk

RESOLUTION 22-13
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION, PURSUANT TO G.S. 160A-31 OR G.S. 160A-58.1, AS AMENDED

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

WHEREAS, the City Council of the City of Hickory has, by Resolution, directed the clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the Clerk as to the sufficiency of said petition has been made.

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

Section 1: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on March 15, 2022, in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

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

Property of Startown Holdings, LLC and REC Group, LLC Located off Startown Road between Short Road and Robinwood Road, Hickory, North Carolina, containing 8.866 acres more or less, and identified as PINs 3721-1694-9674 and 3711-16-94-6567.

Section 3: Notice of said public hearing shall be published in The Hickory Daily Record, a newspaper having general circulation in the City of Hickory, at least ten (10) days prior to the date of said public hearing.

RESOLUTION NO. 22-14
A RESOLUTION DETERMINING THE INTENT TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF HICKORY CERTAIN PROPERTY OWNED BY STARTOWN HOLDINGS, LLC AND REC GROUP, LLC AND CALLING FOR A PUBLIC HEARING ON THE SAME

WHEREAS, Startown Holdings, LLC and REC Group, LLC are the owners of certain real property as described herein, which property is located off Startown Road between Short Road and Robinwood Road, Hickory, North Carolina, containing 8.866 acres more or less, and identified as PINs 3721-16-94-9674 and 3711-16-94-6567; and

WHEREAS, such property is currently located in the City's extra-territorial jurisdictional (ETJ); and

WHEREAS, it is in the best interest of the health, safety, and well-being of the residents of the City of Hickory to annex such property into the corporate limits of the City of Hickory as authorized by N.C.G.S. Section 160A-31; and

NOW, THEREFORE BE IT RESOLVED by the Hickory City Council, sitting in open session this 1st day of March 2022, at a regularly scheduled meeting of the governing body of said Council, duly called and posted in accordance with the statutes of the State of North Carolina, as follows:

Section 1: That the Hickory City Council does determine that it is in the best interest of the health, safety, and well-being of the residents of the City of Hickory to annex the property described hereinafter into the corporate limits of the City of Hickory.

Section 2: That a public hearing on the question of annexation of the area described herein will be held at 7:00 p.m. on March 15, 2022, in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina.

Section 3: The same being that property reflected on map entitled Startown Land Holdings, LLC and REC Group, LLC, Voluntary Contiguous Annexation, Map 1, Current City Boundary, subject property outlined in red; Startown Land Holdings, LLC and REC Group, LLC, Voluntary Contiguous Annexation, Map 2, Current Zoning subject property outlined in red; and Startown Land Holdings, LLC and REC Group, LLC, Voluntary Contiguous Annexation, Map 3, 2021 Aerial Photography, subject property outlined in red.

Section 4: Notice of said public hearing shall be published in The Hickory Daily Record, a newspaper having general circulation in the City of Hickory, at least ten (10) days prior to the date of said public hearing.

E. Called for Public Hearings for Consideration of Rezoning Petition (RZ) 22-02, Rezoning of 47.40 acres of Property located on Section House Road between 34th Street Place NE and Sipe Road from R-1 Residential and R-20 Residential to R-2 Residential, Identified as PIN 3723-08-89-6240; Rezoning Petition (RZ) 22-03 – Rezoning of approximately 19.5 acres of Property located at 4331 and 4405 North Center Street from R-2 Residential to Planned Development (PD), Identified as PIN 3715-18-30-6570; Rezoning Petition (RZ) 22-04, Rezoning of approximately 9 acres of Property located off Startown Road between Short Road and Robinwood Road from R-20 Residential to Planned Development (PD), Identified as PINs 3711-16-94-6567 and 3721-16-94-9674; and Rezoning Petition (RZ) 22-05 – Rezoning of approximately 13.7 acres of Property located near the Southwest Corner of Cloninger Mill Road and 16th Street NE from R-2 Residential to R-3 Residential, Identified as PINs 3714-12-96-0319 and 3714-12-86-6394. (Authorized Public Hearings for March 15, 2022, at 7:00 p.m. in Council Chambers of the Julian G. Whitener Municipal Building.)

F. Approved the Sale of City-Owned Property Located Off 5th Street NE in the Amount of $25,000 to G & M Rentals.

Staff requests Council's approval of the sale of City-owned property off 5th Street NE, PIN:370312969305. This 1.18-acre parcel was purchased by the City in 1988 for the development of the northern cross-town thoroughfare which is no longer slated for construction. G & M Rentals own two of the adjacent parcels and would like to purchase the City-owned parcel to add to their site. G & M Rentals has approached the City with an offer to purchase the lot. This parcel is no longer slated for development as a portion of the northern cross-town thoroughfare and is landlocked. G & M Rentals has offered $25,000 for the property. The current tax value is $9,000. Given the fact that it is landlocked and the original reason for purchasing this lot is no longer viable, selling this lot to G & M Rentals would be beneficial as the City has no plans for future development at this site. The upset bid process will allow any other interested party to bid on the property. Staff recommends that City Council adopt a resolution accepting the offer from G & M Rentals for the sale of Parcel ID 370312969305 located off 5th Street NE and authorize staff to advertise for upset bids.

RESOLUTION NO. 22-15
RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO PURCHASE CERTAIN PROPERTY

WHEREAS, City Council of the City of Hickory desires to dispose of certain surplus properties of the City of Hickory.

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

1. The following described property is hereby declared to be surplus to the needs of the City of Hickory:

   Vacant Lot off of 5th Street NE, Hickory, PIN #370312969305, recorded in Deed Book 1570 at Page 634, Catawba County Registry.

2. City Council has received an offer to purchase for the sum of $25,000 for the property located off 5th Street NE, Hickory, North Carolina. The person making the offer must deposit with the City Clerk a sum equal to five percent (5%) of his or her offer in the form of cash or cashier's check.

3. City Council proposes to accept the offer unless a qualifying upset bid shall be made.

4. The City Clerk shall cause a notice of such offer to be published in accordance with G.S. 160A-269.

5. Persons wishing to upset the offer must submit a sealed bid to the City Clerk within ten (10) days after publication of the notice. The person making the bid must deposit with the City Clerk a sum equal to five percent (5%) of his or her offer in the form of cash or cashier's check. At the conclusion of the ten (10) days, the City Clerk shall open the bids, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

6. If a qualifying upset bid is received, the City Clerk is directed to re-advertise the offer at the increased upset bid amount, and to continue with this process until a ten (10) day period has passed without receipt of a qualifying upset bid.

F. Approved on First Reading Budget Revision Number 15.

ORDINANCE NO. 22-09
BUDGET REVISION NUMBER 15

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2022, and for the duration of the Project Ordinance noted herein.

SECTION 1. To amend the General Fund within the FY 2021-22 Budget Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Uses	-	3,621
Culture & Recreation	3,621	-
Public Safety	12,568	-
TOTAL	16,189	3,621

To provide funding for the above, the General Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenue	11,884	-
TOTAL	11,884	-

SECTION 2. To amend the Insurance Fund within the FY 2020-21 Budget Ordinance the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Government	11,884	-
TOTAL	11,884	-

To provide funding for the above, the Insurance Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Sales and Services	11,884	-
TOTAL	11,884	-

SECTION 3. To amend the Ridgeview Library Expansion (#630001) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	3,621	-

TOTAL	3,621	-

To provide funding for the above, the Ridgeview Library Expansion (#630001) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Other Financing Sources	3,621	-
TOTAL	3,621	-

SECTION 4. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

IX. Items Removed from Consent Agenda – None

X. Informational Item

XI. New Business:

A. Public Hearings

1. Approved the Voluntary Non-Contiguous Annexation of 47.40 Acres of Property Located on Section House Road between 34th Street Place NE and Sipe Road, PIN 3723-08-89-6240. – Presentation by Planning Director Brian Frazier.

Consideration of the voluntary non-contiguous annexation of 47.40 acres of property located on Section House Road between 34th Street Place NE and Sipe Road. This property is identified as PIN 3723-08-89-6240. The Earl Errand Propst Heirs have petitioned for the voluntary non-contiguous annexation of 47.40 acres of property located on Section House Road Between 34th Street Place NE and Sipe Road. The subject property is currently located in both Hickory's ETJ and Catawba County's jurisdiction and zoned R-1 and R-20 residential. The annexation is being requested to gain access to City services. Both current zoning districts permit residential uses at a density of two dwelling units per acre. The subject property is currently vacant; however, the intent is to utilize the property for the construction of a residential subdivision. If annexed, the applicants have requested the property be zoned R-2 residential. If zoned R-2 residential, the property could be developed for single-family detached residences at a rate of four units per acre. Given the property's size, future development could theoretically produce 189 dwelling units. The current tax value of the property is $296,300. If annexed with its present value, the property would generate additional tax revenues of $1,859. Upon analysis, staff determined the petition meets the statutory requirements for voluntary contiguous annexation, and adequate public services are available. Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

This public hearing was advertised in a newspaper having general circulation in the Hickory area on February 18, 2022.

City Attorney John Crone advised Mayor Guess and members of Council, as he announced to the Planning Commission when he attended last Wednesday, he was going to recuse himself from any involvement in this hearing. He and his firm had both represented various entities and individuals that were owners or potential owners of this property and he asked Deputy City Attorney Arnita Dula to sit in his stead. He left Chambers at 7:08 pm. Deputy City Attorney Arnita Dula joined Council for the public hearing.

City Manager Warren Wood asked Planning Director Brian Frazier to the podium to present Council with a voluntary non-contiguous annexation of 47.40 acres of property located on Section House Road between 34th Street Place NE and Sipe Road.

Planning Director Brian Frazier presented a PowerPoint presentation. He advised the applicant was the Propst Heirs and it was a voluntary noncontiguous annexation as noted by City Manager Warren Wood, on Section House Road, not too far east from its intersection with Springs Road, just under 50-acres. The adjacent ward would be ward three. The property was currently vacant, none developed. The future development was proposed residential single-family. The annexation was being requested to obtain connection to City utilities, in this case the sanitary sewer system. He referred to the map on the PowerPoint and pointed out the parcel in question, the City of Hickory limits, Arrowhead Subdivision, Springs Road, Section House Road, and Sipe Road. He pointed out the City's extra-territorial jurisdiction (ETJ), and the area located in the County.

He advised that three-quarters of it, if not more, sat in Catawba County. He pointed out the zoning here was mixed commercial corridor, neighborhood corridor, up Springs Road heading north toward Catawba Springs, Section House Road and Sipe Road, and the property in question. He advised the area that was zoned R-20 Catawba County, the front of it was zoned R-1 City of Hickory. He referred to the aerial ortho map on the PowerPoint and pointed out Springs Road, and Section House Road. He discussed staff's findings and recommendations for the annexation. The voluntary annexation petition complied with all applicable annexation statutes in North Carolina. There were adequate public services available in sufficient quantities. The annexation of the property would not cause available public services to fall below acceptable levels. Based on these findings, staff recommended approval of the requested annexation. He asked Council for any questions.

Mayor Guess asked for any questions.

Alderman Seaver asked how the ETJ was figured out. He asked exactly who draws that line.

Planning Director Brian Frazier replied that was done with the State Legislature and the various municipalities, and who had what in terms of borders. Basically, the ETJ went three miles out of the city center. Over the years, especially since he had been here, they had seen where there would be a bunch of properties, all land, that was all City and then there would be a couple missing that was County and/or vice versa going up and down the main corridors. They had seen development in the southeast and northeast sections predominantly and that was where they had seen the annexations over the past several years.

Alderman Seaver commented as we grow that ETJ would have to grow.

Planning Director Brian Frazier advised the ETJ would not grow. The ETJ there now was pretty solid. Anything that they bring in would be annexed, that ETJ would be gone, and it would be part of the City proper.

Mayor Guess asked for any further questions. He explained the rules for conducting the public hearing. He declared the public hearing open and asked if there was anyone present to speak in opposition to the proposal. No one appeared. Mayor Guess asked if there was anyone present to speak in favor of the proposal. No one appeared. Mayor Guess closed the public hearing.

Alderman Zagaroli moved, seconded by Alderwoman Patton approval of the voluntary non-contiguous annexation of the property located on Section House Road. The motion carried unanimously.

ANNEXATION ORDINANCE NO. 471
VOLUNTARY ANNEXATION ORDINANCE (NON-CONTIGUOUS)

Brenda Miller Daniel; William M. Daniel; Jeanne Miller Hollar; Kimberly M. Clontz; Jones Walter Miller, III; Sandra D. Barton; Phillip L. Barton; Tamara T. Coley; Lloyd F. Coley; Gale R. Propst; Kenneth Turnmyre; Tamara Verbiest; Harry K. Clontz; Donna Turnmyre; John Verbiest; John A. Turnmyre; and Jacqueline F. Walker, Roy A. Walker, Jr., and John R. Fastenau, as Trustees of the Doris P. Fastenau Living Trust, being all of the Heirs of Earl H. Propst

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF HICKORY, NORTH CAROLINA, PURSUANT TO
GENERAL STATUTES 160A-58.1, AS AMENDED (NON-CONTIGUOUS)

WHEREAS, the City Council of the City of Hickory desires to annex the area described herein, under G.S. 160A-58.1, as amended; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said annexation; and

WHEREAS, the City Clerk has certified to the sufficiency of said request, and a public hearing on the question of this annexation was held in the Council Chamber of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina, at 7:00 p.m. on the 1st day of March 2022; and

WHEREAS, the City Council of the City of Hickory further finds that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the City of Hickory.

b. No point on the proposed satellite corporate limits is closer to another city than to the City of Hickory.

c. The areas described are so situated that the City will be able to provide services on the same basis within the proposed satellite corporate limits that it provides within the primary corporate limits.

d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation.

WHEREAS, the City Council of the City of Hickory does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign and all other requirements of G.S. 160A-58.1, as amended have been complied with; and

WHEREAS, the City Council further finds that the annexation is otherwise valid, and that the public health, safety, and welfare of the City of Hickory and of the areas proposed for annexation will be best served by annexing the area herein described.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described non-contiguous territory is hereby annexed and made a part of the City of Hickory as of the 30th day of March 2022:

Satellite Annexation by the
City of Hickory of the
Earl Errand Propst Heirs property

That certain parcel or tract of land lying and being about 4.75 miles east northeast of the center of the City of Hickory. Bounded on the west by the 60' right-of-way of Section House Rd., the lands of Dale R. Herman as described in Deed Book 1778 at Page 709, Emma Jean F. Herman and Douglas V. Herman as described in Deed Book 3497 at Page 1278, Anthony L. Hendrix and Heather Hendrix as described in Deed Book 3480 at Page 151, Sue T. Propst Heirs as described in Deed Book 3279 at Page 1207 and the 60' right-of-way of 34th Street Circle NE; on the north by a 45' right-of-way, by the lands of Ricky D. Killian and Teresa M. Killian as described in Deed Book 1594 at Page 407 and Deed Book 2953 at Page 1742, Dale E. Crouch and Priscilla A. Crouch as described in Deed Book 1929 at Page 40, Ricky D. Killian and Teresa M. Killian as described in Deed Book 2114 at Page 90; on the east by the lands of Gregory E. Warlick as described in Deed Book 1665 at Page 277, Teresa Jane W. Biggs and Gregory E. Warlick as described in Deed Book 2957 at Page 188, Dale S. Bumgarner and Terri J. Bumgarner as described in Deed Book 1643 at Page 888, Dwayne Martin and Jaqueline H. Martin as described in Deed Book 3630 at Page 1147; on the south by the lands of Dwayne Martin and Jaqueline H. Martin as described in Deed Book 3630 at Page 1147, Kevin D. Egbert as described in Deed Book 3332 at Page 707 and more particularly described as follows, to wit.

Beginning at a point in Section House Rd., said point being located North 50 degrees 12 minutes 13 seconds West 593.47 feet from NCGS Monument "Bolch", and running thence, as new City of Hickory city limits with Section House Rd., the following calls: North 47 degrees 51 minutes 32 seconds West 307.51 feet to a point; thence North 47 degrees 54 minutes 25 seconds West 431.47 feet to a point; thence North 47 degrees 50 minutes 47 seconds West 276.19 feet to a point; thence, leaving Section House Rd.as new City of Hickory city limits, North 45 degrees 24 minutes 02 seconds East 29.68 feet to a ½" iron on the east right-of-way of Section House Rd., the southernmost corner of the Dale R. Herman lands as described in Deed Book 1778 at Page 709; thence, with the southeast line of Herman, North 45 degrees 24 minutes 02 seconds East 410,38 feet to a 1" axle, the southwest corner of the Emma Jean F. Herman and Douglas V. Herman lands as described in Deed Book 3497 at Page 1278; thence, with the south line of Herman, South 83 degrees 10 minutes 32 minutes East 462.39 feet to a 5/8" rod, the southeast corner of Herman; thence, with the east line of Herman and the east line of the Anthony L. Hendrix and Heather Hendrix lands as described in Deed Book 3480 at Page 151, North 06 degrees 37 minutes 52 seconds East 758.82 feet to a ¾" rebar, the northeast corner of Hendrix and the Southeast corner of the Sue T. Propst heirs lands as described in Deed Book 3279 at Page 1207; thence, with the east line of the Propst heirs,

North 06 degrees 32 minutes 13 seconds East 458.12 feet to a 3" flat iron, the northeast corner of the Propst heirs in the 60' right-of-way of 34th Street Circle NE also the southwest corner of the southern terminus of a 45' right-of-way; thence, with the south line of the 45' right-of-way passing the southeast corner of said right-of-way and the southwest corner of the Ricky D. Killian and Teresa M. Killian lands as described in Deed Book 1594 at Page 407, South 84 degrees 59 minutes 56 seconds East 60.16 feet to a ¾" iron in the south line of Killian; thence, continuing with the south line of Killian, South 85 degrees 01 minutes 56 seconds East 281.01 feet to a ½" iron, the southeast corner of Killian as described in Deed Book 2953 at Page 1742 and the southwest corner of the Dale E. Crouch and Priscilla A. Crouch lands as described in Deed Book 1929 at Page 40; thence, with the south line of Crouch, South 85 degrees 03 minutes 03 seconds East 281.75 feet to a 1 ¾" iron, the southwest corner of the Ricky D. Killian and Teresa M. Killian lands as described in Deed Book 2114 at Page 90; thence, with the south line of Killian, South 85 degrees 52 minutes 52 seconds East 283.21 feet to a 1 ¼" flat iron in the west line of the Gregory E. Warlick lands as described in Deed Book 1665 at Page 277; thence, with the west line of Warlick, South 05 degrees 57 minutes 28 seconds West 295.85 feet to a 1 ½" iron, the northwest corner of the Teresa Jane W. Biggs and Gregory E Warlick as described in Deed Book 2957 at Page 188; thence, with the west line of Biggs and Warlick, South 06 degrees 11 minutes 28 seconds West 593.05 feet to an iron pipe, the northwest corner of the Dale S. Bumgarner and Terri J. Bumgarner lands as described in Deed Book 1643 at Page 888; thence, with the west line of Bumgarner and the west line of the Dwayne Martin and Jaqueline H. Martin lands as described in Deed Book 3630 at Page 1147, South 05 degrees 32 minutes 00 seconds West 817.28 feet to a 1" iron; thence with a north line of Martin, North 83 degrees 28 minutes 26 seconds West 160.59 feet to a ¾" iron in the north line of Martin; thence, continuing with the north line of Martin, North 83 degrees 27 minutes 59 seconds West 339.43 feet to a 1" axle, the northernmost corner of the Kevin D. Egbert lands as described in Deed Book 3332 at Page 707; thence, with the west line of Egbert, South 42 degrees 24 minutes 56 seconds West 289.56 feet to a ½" iron in the west line of Egbert; thence, continuing with the west line of Egbert the same bearing, a distance of 261.76 feet to a ½" iron on the east right-of-way line of Section House Rd.; thence, continuing the same bearing, a distance of 30.00 feet to the point of beginning. Containing 47.40 acres more or less.

Section 2. Upon and after the 30th day of March 2022 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory and shall be entitled to the same privileges and benefits as other parts of the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10, as amended.

Section 3. The newly annexed territory described herein shall become part of Ward No. 3 of the City of Hickory.

Section 4. The Mayor of the City of Hickory shall cause to be recorded in the Office of the Register of Deeds of Catawba County, and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with duly certified copy of this Ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

B. Departmental Reports:

1. Update on City Walk Arch Collapse – City Manager Warren Wood.

City Manager Warren Wood advised about 12-days ago the arches collapsed as they all knew. They understood that responsible parties were putting together a plan to remove the arches off the Main Avenue bridge and the pedestrian bridge. It was important to understand that the City had never accepted ownership of the arches. There was a process in place that was well defined. That does not happen until the project was closed out and the North Carolina Department of Transportation (NCDOT) signs off on it. That had not happened. The City also does not own the Main Avenue bridge. That was an NCDOT bridge. Other parties were going to be responsible for removing that off the bridge and the pedestrian bridge. However, expenditures had been made, paying invoices related to the arches and the City Walk in general of course. Now the City's focus was on recouping the investment that the taxpayers had made in the arches. You could imagine there were multiple contractors, who have multiple insurance companies, who have multiple attorneys. This gets to be that phase that they were entering now. The overall message was that moving forward, answering questions, making comments, statements was going to be the

exception. However, for the public or media, if there were public records that the City was in possession of related to this, that the City was obligated to provide, they would do that. They would go through the process with the Legal Department. There was a well-established process in gaining access to those. They would continue to update City Council confidentially with legal updates and just progress updates related to all of this. Their focus right now was to expeditiously as possible recoup the public's investment. The contractors have insurance in place. That was why they have insurance in place for these sorts of things and nobody rushes to the table to be the first one to write the check. There was a process involved in going through that. They were well protected. It was just going through that and making sure that they do not make any missteps about the statements and comments and whatnot. That would be an exception moving forward.

Mayor Guess apologized to City Attorney John Crone as he forgot to invite him back to the meeting. City Attorney John Crone returned to the meeting at approximately 7:16 p.m.

Alderwoman Williams had a couple questions.

City Manager Warren Wood advised they would talk a little bit more about it in detail in closed session.

Alderwoman Williams commented just to clarify, she knew it was going to be a process to recoup, but the understanding was they would be able to recoup the City's allocation and resources in full. Correct?

City Manager Warren Wood advised that was why all these mechanisms were put in place to protect the City against what happened.

Alderwoman Williams asked if they were going to get a detailed report on what caused the accident.

City Manager Warren Wood advised there were multiple entities preparing multiple reports to determine what happened. The City was not one of them. The City may or may not have access. He did not know what the reports were going to say. This was getting into a little bit beyond what he intended. They have to be careful about the City doing a forensic analysis on what happened because it could give ammunition to one party who may appear to be responsible if the City's report were to come back and say, well no, this was the reason it happened. The insurance company had advised the City not to get involved in that.

Alderwoman Williams commented but the other entities are.

City Manager Warren Wood commented the other entities were going to be doing a lot and having their own opinion about what happened. The City's insurance company had advised that the City's focus needed to be recouping the taxpayer's investment through one of the protections that they had in place. He knew there was a lot of curiosity about what happened. He was sure there would be reports that come out, but the City had not commissioned a report to do that because it could complicate the City getting made whole and further delay that.

Mayor Guess thanked City Manager Warren Wood.

2. Appointments to Boards and Commissions

CITIZENS ADVISORY COMMITTEE
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Small Cities Project Area VACANT

COMMUNITY APPEARANCE COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
At-Large (Outside City but within HRPA) (Council Appoints) VACANT

COMMUNITY RELATIONS COUNCIL
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Other Minority (Council Appoints) VACANT
Other Minority (Council Appoints) VACANT

Other Minority (Council Appoints) VACANT
Differently Abled and is African American or Other Minority (Council Appoints) VACANT
Differently Abled (Council Appoints) Beth Whicker

(Not Eligible for Reappointment)

HISTORIC PRESERVATION COMMISSION
(Terms Expiring 6-30; 3-Year Terms (Appointed by City Council)
At-Large (2)(Council Appoints) Mary Moorer
(Eligible for Reappointment/Does Not Wish to Serve Again)

Mayor Guess nominated William Gardner as At-Large(2) Representative on the Historic Preservation Commission.

LIBRARY ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 3 (Seaver Appoints) VACANT
(Beth Schauble Resigned 11-10-2021)

PUBLIC ART COMMISSION
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 4 (D.Williams Appoints) VACANT
At-Large (Mayor Appoints) (Harold Humphrey Resigned 11-4-2021) VACANT

RECYCLING ADVISORY BOARD
(Terms Expiring 6-30; 3-Year Terms) (Appointed by City Council)
Ward 6 (Patton Appoints) (Lona Hedrick Resigned 1-11-2022) VACANT

YOUTH COUNCIL
(Terms Expiring 6-30; 1-Year Terms) (Appointed by City Council)

Youth Council Applicant Review Committee Recommends the Following Appointments:

Fred T. Foard VACANT
Homeschool VACANT

Alderman Seaver moved seconded by Mayor Guess approval of the above nomination. The motion carried unanimously.

C. Presentation of Petitions and Requests

XII. Matters Not on Agenda (requires majority vote of Council to consider)

XIII. General Comments by Members of Council, City Manager or City Attorney of a Non-Business Nature

XIV. Closed Session Per NC General Statutes 143-318.11(a)(1)(3)(6) to consult with the attorneys regarding the following: (Action on these items, if any, will occur in Open Session)

Mayor Guess moved that Council go into closed session to consult with the attorneys to discuss the items below, seconded by Alderwoman Williams. The motion carried unanimously.

1. Approval of Closed Session Minutes of December 7, 2021 - NCGS §143-318.11(a)(1)
2. Discussion of Potential Litigation – NCGS §143-318.11(a)(3).
3. Discussion of a Personnel Matter – NCGS §143-318.11(a)(6).

Council convened to closed session at approximately 7:20 p.m.

Council reconvened to open session at approximately 7:56 p.m.

No action was taken upon return to open session.

XV. There being no further business, the meeting adjourned at 7:56 p.m.

_____
Mayor

_____
City Clerk

To: **City Manager's Office**

From: **Dave Leonetti, Business Services and Redevelopment Manager**

Contact Person: **Dave Leonetti, Business Services and Redevelopment Manager**

Date: **February 25, 2022**

Re: **1063 15th St NE Property Purchase**

REQUEST

Staff requests approval of a contract to purchase 1063 15th Street NE from Todd Hefner.

BACKGROUND

The property is located at 1063 15th Street NE and is currently occupied by a single-family dwelling. The purchase price is $90,000. The parcel is further identified by PIN 371315533192 on the Catawba County Tax Maps.

ANALYSIS

Staff was approached by the property owner about purchasing the tract. The City owns the three properties immediately to the north of the home. Staff has negotiated with the property owner and feels the contract price to be a fair price for the purchase of the property based upon recent sales in the vicinity. The property will be used for future expansion of the city's public services complex.

RECOMMENDATION

Staff recommends approval of the contract to purchase 1063 15th Street NE from Todd Hefner.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

The purchase price will be split between Public Works and Public Utilities.

Reviewed by:

Dave Leonetti Initiating Department Head	2-25-22 Date	Deputy City Attorney, A. Dula	3-8-22 Date
Asst. City Manager, R. Miller	3/7/22 Date	Asst. City Manager, R. Beasley	3/7/22 Date
Finance Officer, Melissa Miller	3/7/22 Date		3-7-22 Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

City Manager-Warren Wood

3.9.22
Date

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS**: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Seller**": M. Todd Hefner

(b) "**Buyer**": City of Hickory, a North Carolina Municipal Corporation

(c) "**Property**": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 1063 15th St NE
City: Hickory Zip: 28601
County: Catawba, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)
Plat Reference: Lot/Unit 32-33, Block/Section G, Subdivision/Condominium N/A
N/A, as shown on Plat Book/Slide 1 at Page(s) 48
The PIN/PID or other identification number of the Property is: 371315533192
Other description: N/A
Some or all of the Property may be described in Deed Book 1946 at Page 0458

(d) "**Purchase Price**":

$ 90,000.00	paid in U.S. Dollars upon the following terms:
$ 0.00	BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date
$ 2,000.00	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ❑ cash ❑ personal check ❑ official bank check ■ wire transfer, ❑ electronic transfer, EITHER ❑ with this offer OR ❑ within five (5) days of the Effective Date of this Contract.
$ 0.00	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on N/A, ***TIME BEING OF THE ESSENCE.***
$ 0.00	BYASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
$ 0.00	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
$ 0.00	BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
$ 88,000.00	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

REALTOR®

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

EQUAL HOUSING OPPORTUNITY

Buyer's initials _____ Seller's initials MTH

(e) "**Earnest Money Deposit**": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "**Escrow Agent**" (insert name): John W. Crone III
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "**Effective Date**": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "**Due Diligence**": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "**Due Diligence Fee**": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "**Due Diligence Period**": The period beginning on the Effective Date and extending through 5:00 p.m. on Friday June 3, 2022 ***TIME BEING OF THE ESSENCE.***

(k) "**Settlement**": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date":** The parties agree that Settlement will take place on Monday August 1, 2022 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

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

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

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 7(c), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. **FIXTURES AND EXCLUSIONS:**

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

(b) **Specified Items:** Buyer and Seller agree that the following items shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer. **NOTE:** State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:
N/A

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): N/A

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

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at closing: N/A

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

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

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation**: Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

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

(ii) **Review of Documents**: Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

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

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

(v) **Survey**: A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation**: Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

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

(viii) **Utilities and Access**: Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads**: Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for

public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank**: Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement**: Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage**: Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity**: Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), ***TIME BEING OF THE ESSENCE***. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

5. **BUYER REPRESENTATIONS**:

(a) **Loan**: Buyer ☐ does ■ does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Down Payment Assistance Program ☐ Other: N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of N/A plus any financed VA Funding Fee or FHA MIP for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. Some mortgage loan programs and Down Payment Assistance programs selected by Buyer may impose additional repair obligations, conditions or costs upon Seller or Buyer, and more information may be needed.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property**: Buyer ☐ DOES ■ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

☐ (*Check if applicable*) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (*Check if applicable*) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (*check only ONE of the following options*):
- ☐ is listed with and actively marketed by a licensed real estate broker.
- ☐ will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations**: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement** (*check only one*):
- ■ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☐ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES):_____
_____.

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):
- ■ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☐ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____
_____.

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred

6. **BUYER OBLIGATIONS**:

(a) **Responsibility for Proposed Special Assessments**: Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs**: Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners'

association for providing information required by Buyer's lender;
(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
(iii) determining restrictive covenant compliance;
(iv) appraisal;
(v) title search;
(vi) title insurance;
(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
(viii) recording the deed; and
(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information**: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

(a) **Ownership**: Seller represents that Seller:
■ has owned the Property for at least one year.
❑ has owned the Property for less than one year.
❑ does not yet own the Property.

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

(c) **Assessments**: To the best of Seller's knowledge there ❑ are ■ are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: N/A

Seller warrants that there ❑ are ■ are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: N/A

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 6(a) and 8(k).

(d) **Owners' Association(s) and Dues**: Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

❑ (specify name of association): N/A whose regular assessments ("dues") are $ N/A per N/A. The name, address and telephone number of the president of the owners' association or the association manager is: N/A
N/A
Owners' association website address, if any: N/A

❑ (specify name of association): N/A whose regular assessments ("dues") are $ N/A per N/A. The name, address and telephone number of the president of the owners' association or the association manager is: N/A
N/A
Owners' association website address, if any N/A

8. **SELLER OBLIGATIONS**:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status**:

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information**: Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to

Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property**: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

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

(e) **Affidavit and Indemnification Agreement**: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens**: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access**: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated

covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes and Fees**: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: City of Hickory

(i) **Agreement to Pay Buyer Expenses**: Seller shall pay at Settlement $ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges**: Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments**: Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

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

(m) **Negotiated Repairs/Improvements**: Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach**: If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

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

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

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

(c) **Rents**: Rents, if any, for the Property;

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

10. **HOME WARRANTY**: Select one of the following:

■ No home warranty is to be provided by Seller.

❑ Buyer may obtain a one-year home warranty at a cost not to exceed $ N/A which includes sales tax and Seller agrees to pay for it at Settlement.

❑ Seller has obtained and will provide a one-year home warranty from N/A at a cost of $ N/A which includes sales tax and will pay for it at Settlement.

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

11. **RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING**: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

12. **DELAY IN SETTLEMENT/CLOSING**: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION**: Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

❑ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)

❑ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)

❑ Possession is subject to rights of tenant(s)

NOTE: Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

14. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

❑ Additional Provisions Addendum (Form 2A11-T)
❑ Additional Signatures Addendum (Form 3-T)
❑ Back-Up Contract Addendum (Form 2A1-T)
❑ FHA/VA Financing Addendum (Form 2A4-T)
■ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
❑ Loan Assumption Addendum (Form 2A6-T)
❑ New Construction Addendum (Form 2A3-T)
❑ Owners' Association Disclosure and Condominium Resale Statement Addendum (Form 2A12-T)
❑ Seller Financing Addendum (Form 2A5-T)
❑ Short Sale Addendum (Form 2A14-T)
❑ Vacation Rental Addendum (Form 2A13-T)

■ Identify other attorney or party drafted addenda: See attached exhibit A

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS**: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. **TAX-DEFERRED EXCHANGE**: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES**: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT**: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

20. **CONDUCT OF TRANSACTION**: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION**: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY**: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____	Date: 2-24-22
Buyer: _____	Seller: M. Todd H[illegible]
Date: _____	Date: 2-24-22
Buyer: _____	Seller: Tammy S. H[illegible]
Entity Buyer: City of Hickory, NC (Name of LLC/Corporation/Partnership/Trust/etc.)	Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/etc.)
By _____	By: _____
Name: Warren Wood (Print Name)	Name: _____ (Print Name)
Title: City Manager	Title: _____
Date: _____	Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

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

City of Hickory
Finance Officer

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: PO Box 398

Hickory, NC 28603

Buyer Fax#: N/A

Buyer E-mail: dleonetti@hickorync.gov

SELLER NOTICE ADDRESS:

Mailing Address: PO Box 3145

Hickory, NC 28603

Seller Fax#: N/A

Seller E-mail: thefner@charter.net

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A
Acting as ❑ Buyer's Agent ❑ Seller's (sub)Agent ❑ Dual Agent

Firm License #:

Mailing Address:

Individual Selling Agent:
❑ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #:

Selling Agent Phone #:

Selling Agent Fax # :

Selling Agent E-mail:

Listing Firm Name: N/A
Acting as ❑ Seller's Agent ❑ Dual Agent

Firm License #:

Mailing Address:

Individual Listing Agent:
❑ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #:

Listing Agent Phone #:

Listing Agent Fax #:

Listing Agent E-mail:

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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: M. Todd Hefner ("Seller")

Buyer: City of Hickory ("Buyer")

Property Address: 1063 15th Street NE ("Property")

❑ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of $_____, receipt of which Listing Agent hereby acknowledges.

Date_____ Firm:_____

By:_____
(Signature)

_____
(Print name)

❑ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of $_____, receipt of which Seller hereby acknowledges.

Date_____ Seller:_____
(Signature)

Date_____ Seller:_____
(Signature)

❑ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of $_____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date_____ Firm :_____

By:_____
(Signature)

_____
(Print name)

❑ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of $_____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date:_____ Firm:_____

Time:_____ ❑ AM ❑ PM By:_____
(Signature)

_____
(Print name)

Exhibit A

Purchase of 1063 15th St NE

City of Hickory and M. Todd Hefner

Additional Provisions

1. Todd Hefner is a licensed NC Real Estate Broker (License Number: 173310).
2. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.
3. Owner hereunder desires to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code, as amended, and the regulations Promulgated thereunder, the title or interest in the property which is the subject of this contract. Owner expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in Teas. Reg. 1.1031(k)-1(g)(4) on or before the closing date.

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 1063 15th St NE, Hickory, NC 28601

Seller: M. Todd Hefner

Buyer: City of Hickory

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

***Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.**

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

Seller's Disclosure (initial)

MTH (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

- ☑ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

MTH (b) Records and reports available to the Seller (check one)

- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

- ☑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial)

_____ (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any.

_____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

_____ (e) Buyer (check one below):

- ☐ Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- ☐ Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

REALTOR®

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

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 2A9–T
Revised 7/2021
© 7/2021

Buyer Initials _____ _____ Seller Initials MTH _____

Agent's Acknowledgment (initial)

_____ (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Entity Buyer:
City of Hickory
(Name of LLC/Corporation/Partnership/Trust/etc)

By: _____

Name: Warren Wood
Print Name

Title: City Manager

Date: _____

Selling Agent: _____

Date: _____

Date: _____

Seller: M. Todd Hu

Date: 2-22-22

Seller: _____

Entity Seller
_____
(Name of LLC/Corporation/Partnership/Trust/etc)

By: _____

Name: _____
Print Name

Title: _____

Date: _____

Listing Agent: _____

Date: _____

© 7/2021

STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b),** including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check √ in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

		Yes	No	No Representation
MTH Buyer Initials	1. Mineral rights were severed from the property by a previous owner.	☐	☐	☑
MTH Buyer Initials	2. Seller has severed the mineral rights from the property.	☐	☑	
MTH Buyer Initials	3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	☐	☑	
MTH Buyer Initials	4. Oil and gas rights were severed from the property by a previous owner.	☐	☐	☑
MTH Buyer Initials	5. Seller has severed the oil and gas rights from the property.	☐	☑	
MTH Buyer Initials	6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	☐	☑	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 1063-15TH ST NE, HICKORY, NC 28601

Owner's Name(s): MICKEY TODD HEFNER

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Mickey Todd HF Date 2-22, 22

Owner Signature: _____ Date _____, ____

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____, ____

Purchaser Signature: _____ Date _____, ____

STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

1. The Residential Property Disclosure Act (*G.S.* 47E) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish buyers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option, and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.

2. You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (√) in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.

   a. If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.

   b. If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.

   c. If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even if you have actual knowledge of them or should have known of them.

   d. If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the buyer a corrected Disclosure Statement or correct the problem.

3. If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.

4. You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See **"Note to Buyers"** below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.

Note to Buyer: If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the buyer. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

---

5. In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 1063-15TH ST NE, HICKORY, NC 28601

Owner's Name(s): MICKEY TODD HEFNER

Owner(s) acknowledge(s) having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Mickey Todd Hefner Date 2-22-22

Owner Signature: _____ Date _____, _____

Buyers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate.

Buyer Signature: _____ Date _____, _____

Buyer Signature: _____ Date _____, _____

Property Address/Description: 1063- 15TH ST NE, HICKORY, NC 28601

The following questions address the characteristics and condition of the property identified above about which the owner has *actual knowledge*. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

		Yes	No	No Representation
1.	In what year was the dwelling constructed? _____. Explain if necessary: _____			☑
2.	Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them?	☐	☐	☑
3.	The dwelling's exterior walls are made of what type of material? ☐ Brick Veneer ☐ Wood ☐ Stone ☐ Vinyl ☐ Synthetic Stucco ☐ Composition/Hardboard ☐ Concrete ☐ Fiber Cement ☐ Aluminum ☐ Asbestos ☐ Other _____ (Check all that apply)			☑
4.	In what year was the dwelling's roof covering installed? 2010? (Approximate if no records are available) Explain if necessary: _____			☑
5.	Is there any leakage or other problem with the dwelling's roof?	☐	☐	☑
6.	Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?	☐	☐	☑
7.	Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?	☐	☐	☑
8.	Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?	☐	☐	☑
9.	Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?	☐	☐	☑
10.	What is the dwelling's heat source? ☑ Furnace ☐ Heat Pump ☐ Baseboard ☐ Other _____ (Check all that apply) Age of system: 8 YEARS			☐
11.	What is the dwelling's cooling source? ☐ Central Forced Air ☐ Wall/Window Unit(s) ☐ Other _____ _____ (Check all that apply) Age of system: _____			☐
12.	What are the dwelling's fuel sources? ☑ Electricity ☑ Natural Gas ☐ Propane ☐ Oil ☐ Other _____ _____ (Check all that apply) If the fuel source is stored in a tank, identify whether the tank is ☐ above ground or ☐ below ground, and whether the tank is ☐ leased by seller or ☐ owned by seller. (Check all that apply)			☐
13.	What is the dwelling's water supply source? ☑ City/County ☐ Community System ☐ Private Well ☐ Shared Well ☐ Other _____ (Check all that apply)			☐
14.	The dwelling's water pipes are made of what type of material? ☐ Copper ☐ Galvanized ☐ Plastic ☑ Polybutylene ☐ Other _____ (Check all that apply)			☐
15.	Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?	☐	☑	☐
16.	What is the dwelling's sewage disposal system? ☐ Septic Tank ☐ Septic Tank with Pump ☐ Community System ☑ Connected to City/County System ☐ City/County System available ☐ Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) ☐ Other _____ (Check all that apply)			☐
17.	If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes," how many bedrooms are allowed? _____ ☐ No records available	☐	☑	☐
18.	Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?	☐	☐	☑
19.	Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems?	☐	☐	☑
20.	Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?	☐	☐	☑

Buyer Initials and Date _____ Owner Initials and Date MTH 2-22-22

Buyer Initials and Date _____ Owner Initials and Date _____

	Yes	No	No Representation
21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?	☐	☐	☑
22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?	☐	☐	☑
23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?	☐	☐	☑
24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)?	☐	☐	☑
25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) located on or which otherwise affect the property?	☐	☐	☑
26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?	☐	☐	☑
27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?	☐	☐	☑
28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	☐	☑	☐
29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area?	☐	☐	☑
30. Does the property abut or adjoin any private road(s) or street(s)?	☑	☐	☐
31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?	☐	☐	☑

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):

_____

_____

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

	Yes	No	No Representation
32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?	☐	☐	☑

If you answered "yes" to the question above, please explain (attach additional sheets if necessary):

_____

_____

33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If you answer is "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: ☐ ☑ ☐

• (specify name) _____ whose regular assessments ("dues") are $ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager are _____

_____

• (specify name) _____ whose regular assessments ("dues") are $ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager are _____

_____

Buyer Initials and Date _____ Owner Initials and Date MTH 2-22-22

Buyer Initials and Date _____ Owner Initials and Date _____

***If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.**

	Yes	No	No Representation
34. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: _____	☐	☐	☐
35. As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____	☐	☐	☐
36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits *involving the property or lot to be conveyed*? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	☐	☐	☐
37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits *involving the planned community or the association to which the property and lot are subject*, with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	☐	☐	☐

38. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply).

	Yes	No	No Representation
Management Fees	☐	☐	☐
Exterior Building Maintenance of Property to be Conveyed	☐	☐	☐
Master Insurance	☐	☐	☐
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed	☐	☐	☐
Common Areas Maintenance	☐	☐	☐
Trash Removal	☐	☐	☐
Recreational Amenity Maintenance (specify amenities covered) _____	☐	☐	☐
Pest Treatment/Extermination	☐	☐	☐
Street Lights	☐	☐	☐
Water	☐	☐	☐
Sewer	☐	☐	☐
Storm water Management/Drainage/Ponds	☐	☐	☐
Internet Service	☐	☐	☐
Cable	☐	☐	☐
Private Road Maintenance	☐	☐	☐
Parking Area Maintenance	☐	☐	☐
Gate and/or Security	☐	☐	☐

Other: (specify) _____

Buyer Initials and Date _____ Owner Initials and Date MTH 2-22-22

Buyer Initials and Date _____ Owner Initials and Date _____

To: **City Manager's Office**

From: **Steve Miller, Public Works Director**

Contact Person: **Caroline M. Kone, PE – Transportation & Engineering Manager**

Date: **Feb. 24, 2022**

Re: **Neighborhood Traffic Calming Program;**
Speed limit Reduction to 25mph; 11th St Cir NW, 11th St Cir Dr NW.

REQUEST

Staff request Council acceptance and approval to implement a speed limit reduction to 25mph along 11th St Cir NW and 11th St Cir Dr NW.

BACKGROUND

City Council implemented a Neighborhood Traffic Calming Program that enables citizens to request measures to improve traffic safety in the area where they own property. Citizens are required to submit an application to request measures and provide a reason for the request. Then, the City performs analysis to determine what, if any, measures are warranted. Citizens requesting traffic calming measures are required to complete and submit a petition with 75% of properties in favor of implementation for the request to move forward.

ANALYSIS

Traffic Division staff received the completed petition from property owners along 11th St Cir NW and 11th St Cir Dr NW with regards to the Neighborhood Traffic Calming Program and have found the property owners to be in compliance with the guidelines. The petition does qualify for a speed limit reduction to 25mph. Twenty-Five (25) properties were included in the petition and twenty-two (22) properties signed in favor of implementation. This represents at least 75% approval, which meets the requirement. The necessary sign modifications along the roadway can be performed as a normal part of the Traffic Division's signs/markings shop operations.

RECOMMENDATION

Staff recommends Council acceptance and approval to implement a speed limit reduction to 25mph along 11th St Cir NW and 11th St Cir Dr NW.

BUDGET ANALYSIS:

Budgetary Action Is a Budget Amendment required?	Yes	No
	☐	☐

LIST THE EXPENDITURE CODE:

Reviewed by:

Steve Miller Initiating Department Head	_3-1-22_ Date	Deputy City Attorney, A. Dula	3-1-22 Date
Asst. City Manager Rodney Miller	3/7/22 Date	Asst. City Manager, R. Beasley	3/7/22 Date
Finance Officer, Melissa Miller	3/7/22 Date	Deputy Finance Officer, Cameron McHargue	3-7-22 Date
_____	_____ Date		

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

City Manager, W. Wood

3-9-22
Date

ORDINANCE NO. ____-_____

AN ORDINANCE OF THE HICKORY CITY COUNCIL
AMENDING THE TRAFFIC ORDINANCE AUTHORIZED IN THE
HICKORY CODE OF ORDINANCES – ARTICLE III, SECTION 18-81

WHEREAS, Article III of the City of Hickory Code of Ordinances be and is hereby amended through the modification of the official maps authorized therein as follows, to wit:

Amend the Traffic Ordinance by reducing the speed limit along 11th St Cir NW and 11th St Cir Dr NW to 25 mph.

All ordinances or provisions of the Hickory City Code of Ordinances which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

This Ordinance shall become effective immediately upon adoption.

ORDAINED by the City Council of Hickory, North Carolina, this _____ day of _____, 20___.

CITY OF HICKORY,
A North Carolina Municipal Corporation

(SEAL)

_____
Hank Guess, Mayor

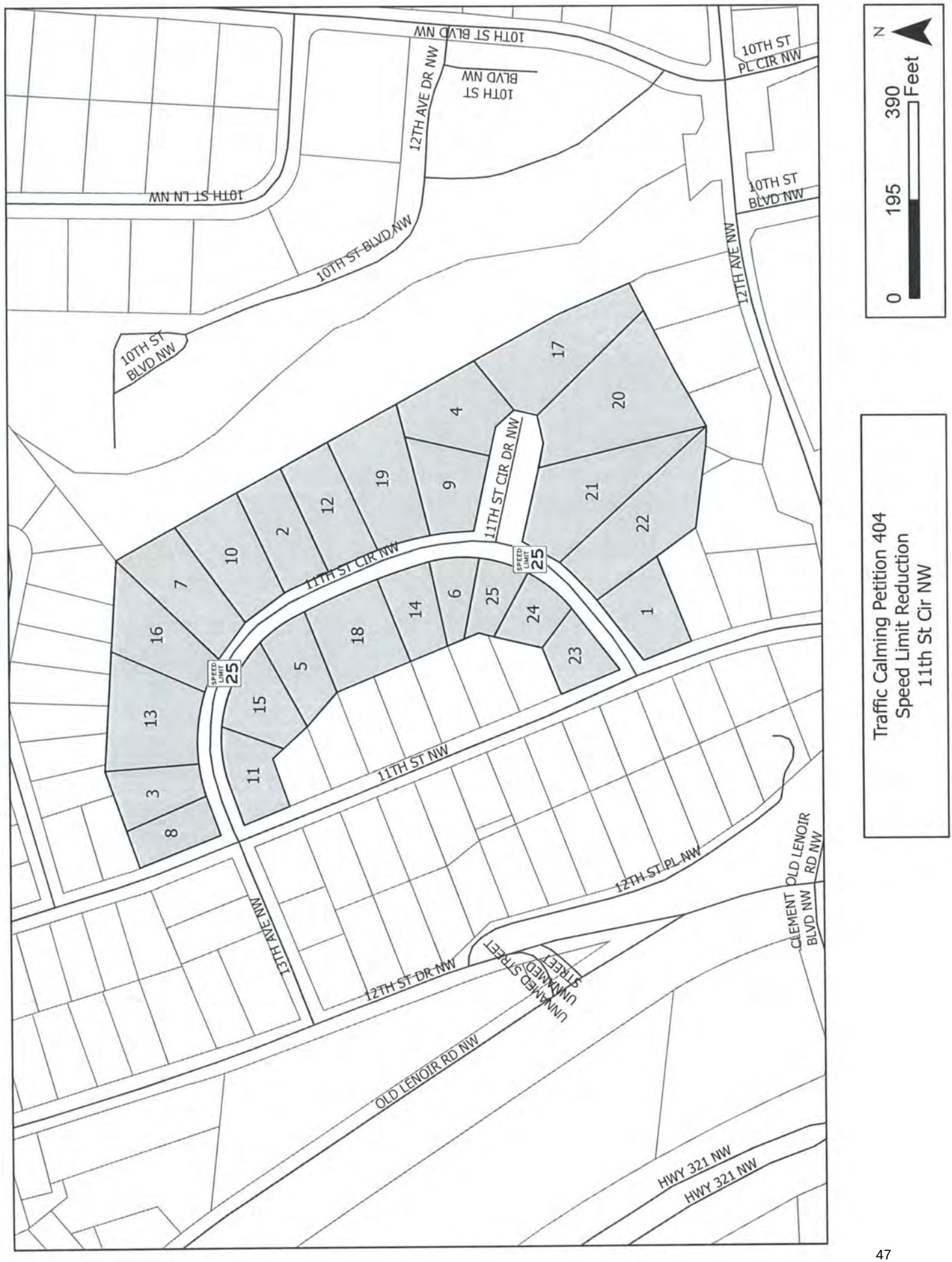
Attest:

_____
Debbie D. Miller, City Clerk

Approved as to form this 8th day of March, 2022.

_____
Arnita M. Dula, Deputy City Attorney

ORDINANCE NO. ___-_____
HICKORY CITY COUNCIL



Traffic Calming Petition 404
Speed Limit Reduction
11th St Cir NW

COUNCIL AGENDA MEMOS

To:	**City Manager's Office**
From:	**Karen Dickerson, Community Development Manager**
Contact Person:	**Karen Dickerson, Community Development Manager**
Date:	**March 3, 2022**
Re:	**Citizen's Advisory Committee Recommendation**

REQUEST: Recommendation for assistance through the City of Hickory's Housing Programs.

BACKGROUND The mission of the City of Hickory's Community Development Division is to preserve the existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment conducive to the safe and healthy growth of its citizenry. The seven-member Citizens' Advisory Committee was formed to provide for citizen input in the facilitation of the City's CDBG program, as well as any other similar community enhancement funding the City may receive.

ANALYSIS The following applicant was considered by the Citizens' Advisory Committee at their regular meeting on March 3, 2022 and is now being recommended for approval for assistance under the City of Hickory's 2021 Urgent Repair Program. This program provides qualified low-income citizens with assistance for emergency-related repairs not to exceed $10,000.

- Shaterra Bentley – 617 3rd Street SE, Hickory – up to $10,000.00

RECOMMENDATION The Citizens' Advisory Committee recommends approval of the aforementioned requests for assistance through the City of Hickory's housing assistance programs.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	X

LIST THE EXPENDITURE CODE:
056-1618-558-32-02 Account must be set up

Reviewed by:

Dave Leonetti	**3/3/2022**		3-8-22
Initiating Department Head	Date	Deputy City Attorney, A. Dula	Date
	3/7/22		3/10/22
Asst. City Manager, R. Miller	Date	Asst. City Manager, R. Beasley	Date
	3/10/22		3-10-22
Finance Officer, Melissa Miller	Date	Purchasing Manager, Cameron McHargue	Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

City Manager, W. Wood

3-10-22
Date

BUDGET REVISION # 16

BE IT ORDAINED by the Governing Board of the City of Hickory that, pursuant to N.C. General Statutes 159.15 and 159.13.2, the following revision be made to the annual budget ordinance for the fiscal year ending June 30, 2022 and for the duration of the Project Ordinances noted herein.

SECTION 1. To amend the General Fund within the FY 2021-22 Budget Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Public Safety	80,594	
Economic & Community Development	2,535,696	
Culture & Recreation	9,452	
TOTAL	2,625,742	-

To provide funding for the above, the General Fund revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental	830,594	
Other Financing Sources	3,285,696	
Sales and Services	9,452	
TOTAL	4,125,742	-

SECTION 2. To amend the Trivium Corporate Center (#B1B001) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	1,035,696	
TOTAL	1,035,696	-

To provide funding for the above, the Trivium Corporate Center (#B1B001) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Miscellaneous Revenue	1,035,696	
TOTAL	1,035,696	-

SECTION 3. To amend the Trivium Corporate Center East (#B1B004) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	2,250,000	1,500,000
TOTAL	2,250,000	1,500,000

To provide funding for the above, the Trivium Corporate Center East (#B1B004) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental		750,000
TOTAL	-	750,000

SECTION 4. To amend the Citywalk (#B1C001) Capital Project Ordinance, the expenditures shall be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
General Capital Projects	193,826	38,765
TOTAL	193,826	38,765

To provide funding for the above, the Citywalk (#B1C001) revenues will be amended as follows:

FUNCTIONAL AREA	INCREASE	DECREASE
Restricted Intergovernmental	155,061	
TOTAL	155,061	-

SECTION 5. Copies of the budget revision shall be furnished to the Clerk of the Governing Board, and to the City Manager (Budget Officer) and the Finance Officer for their direction.

Adopted this _____ day of _____ , 2022

_____
Mayor

_____
Clerk

COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Office of Business Development – Planning and Development

Contact Person: Brian Frazier, Planning Director

Date: March 3, 2022

Re: Consideration of Rezoning Petition 22-02

REQUEST

Conduct a public hearing to consider Rezoning Petition 22-02.

BACKGROUND

The Earl Errand Propst Heirs have submitted a petition requesting the consideration of rezoning property located on Section House Road between 34th Street Place NE and Sipe Road from Hickory R-1 Residential and Catawba County R-20 Residential to Hickory R-2 Residential.

ANALYSIS

The 47.4 acre property is zoned R-1 Residential by Hickory and R-20 Residential by Catawba County and was recently annexed. Both zoning districts permit residential uses at a density of two (2) dwelling units per acre.

The subject property is currently vacant; however, the owners' intention is to develop the property for the construction of detached single-family residences. While preliminary development plans have not been provided, the theoretical maximum development yield under R-2 Residential zoning could result in +/-189 residential homes.

RECOMMENDATION

The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the applicant spoke, and one other person in favor of the petition, while three persons spoke in opposition.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

CITIZEN INPUT

As of March 3, 2022, staff has received one (1) inquiry regarding this petition.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian M. Frazier — Initiating Department Head — 3/3/2022 Date

Deputy City Attorney, A. Dula — 3-8-22 Date

Asst. City Manager, R. Miller — 3/7/22 Date

Asst. City Manager R. Beasley — 3/7/22 Date

Finance Officer, M. Miller — 3/7/22 Date

City Manager — 3-7-22 Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc.).

City Manager, W. Wood

7.9.22

Date

CITY OF HICKORY
APPLICATION FOR REZONING (NON PD OR CZ)

DATE SUBMITTED: 1-31-2022

TO THE PLANNING COMMISSION AND THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I (We), the undersigned, do hereby respectfully make application and petition to amend the Zoning Map of the City of Hickory, as hereinafter requested, and in support of this application, the following facts are shown of the application and all required materials):

1. The property proposed to be rezoned is located on Spetton House Rd between 34th ST PL NE and Sipe Road.

   PIN NO. (S): 3723-08-89-6240

   Physical (Street) Address: None

2. The property is owned by: (please print) Earl Errand Propst Heirs

   (Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

   Owner Information:

   Name: Earl Errand Propst Heirs

   Address: 1632 4th St NW Hickory NC 28601

   Phone Number: 828.238.1157

   Email Address:

3. The petition is submitted by: City of Hickory

   (If the Petition is submitted by someone other than the owner, a letter from the owner(s) authorizing the agent to act on his or her behalf must be submitted with the application. This authorization must be signed and notarized by all owners having an interest in the subject property.)

   Agent Information:

   Name: City of Hickory

   Address: P.O. Box 398 Hickory NC 28603

   Phone Number: 828.323.7422

4. It is desired and requested that the foregoing property be REZONED:

FROM: R-1 and R-20 TO: R-2

5. Please list the current use(s) of the property: Vacant/Wooded

5. OWNER'S AFFIDAVIT

We, the undersigned owner(s), hereby certify that the information contained herein and submitted in support of this application is true and correct.

NA
Printed Name of Owner **Signature of Owner**

(Please choose the appropriate notary block)

State of North Carolina – County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____ _____

Notary Public

State of North Carolina – County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day an acknowledged the he / she is the _____ of _____ corporation / limited liability corporation / general partnership / limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its mane on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20_____.

My Commission Expires: _____ _____

Notary Public

This Application must be submitted to the Planning Department by 5:00 p.m. on the last regular working day of the month preceding the meeting at which it is to be considered by the Planning Commission. Only complete applications will be accepted.

HICKORY
North Carolina
Life. Well Crafted.

HICKORY REGIONAL PLANNING COMMISSION
ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On February 23, 2022 the Hickory Regional Planning Commission conducted a Public Hearing for the purpose of considering Rezoning Petition 22-02. Upon consideration, the Hickory Regional Planning Commission found:

1. The general area is classified as Medium-Density Residential by the Hickory By Choice 2030 Comprehensive Plan, and the rezoning of the property to Medium Density Residential (R-2) is in keeping with the plan's recommended density for area classified as Low Density Residential;

2. The Medium-Density Residential classification is intended to provide an area of transition between higher density housing and the surrounding area by offering development at six (6) to eight (8) units per acre;

3. The R-2 zoning district's permissible density adheres to the recommendations for areas classified as Low Density Residential by the Hickory by Choice 2030 Comprehensive Plan;

4. Any and all improvements that are to take place on the property will be required to follow all applicable development regulations;

5. Public infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject property;

6. Any future development that takes place on the subject property will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina; and

7. Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and property owners are properly protect as prescribed by law.

Based upon these findings, the Hickory Regional Planning Commission has found Rezoning Petition 22-02 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan, and recommends Hickory City Council approval of the petition. This recommendation was affirmed by a 8-0 vote of the Hickory Regional Planning Commission.

BMc
Bill McBrayer, Chairman

2-23-22
Date

REZONING ANALYSIS

PETITION: 22-02

APPLICANT: City of Hickory

OWNERS: Earl Errand Propst Heirs

PROPERTY LOCATION: Section House Road between 34th Street Place NE and Sipe Road.

PIN: 3723-08-89-6240

WARD: The property was recently annexed and is located in Ward 3 (Councilman Seaver).

ACREAGE: 47.40

REQUESTED ACTION: Rezone the property from R-1 and R-20 Residential to R-2 Residential.

BACKGROUND: The subject property is currently zoned R-1 Residential by Hickory and R-20 Residential by Catawba County and is 47.40 acres in total size. The property in its entirety, is in the process of being annexed. Both current zoning districts permit residential uses at a density of two (2) dwelling units per acre.

DEVELOPMENT POTENTIAL: The subject property is currently zoned R-1 Residential by Hickory and R-20 Residential by Catawba County, and totals 55.49 acres in total size. The current R-1 and R-20 zoning districts both permit one and two-family residential uses at a density of two (2) dwelling units per acre.

The subject property is currently vacant; however, the intent is to utilize the property for the construction of a residential subdivision. The applicants have requested the property be zoned R-2 Residential. If zoned R-2 Residential, the property could be developed for single-family detached residences at a rate of four (4) units per acre. Given the property's size, future development could theoretically produce 189 dwelling units.

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan (Hickory by Choice 2030)* and the stated Purpose and Intent of this Land Development Code;

   The general area is classified Medium Density Residential by the Hickory by Choice 2030 Comprehensive Plan. (Note: The Hickory by Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.) **(Please refer to Map 1 for detail)**.

   The Hickory by Choice 2030 Comprehensive Plan states the following about Medium Density Residential areas: "... will expand the existing single-family housing characteristic in the city and provide a medium density housing option where the gross density would be approximately 6 to 8 units per acre" (HBC 2030, Pg. 3.9).

The R-2 zoning district is listed as the implementing zoning district for the Medium-Density Residential classification. The R-2 district permits density up to, but not more than, four (4) units per acre, which is compatible with the language found with the Hickory by Choice 2030 Comprehensive Plan.

Given these factors, the rezoning of the property to R-2 Residential should be considered consistent with the findings and recommendations of the Hickory by Choice (2030) comprehensive Plan.

Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:

- Implement the Hickory by Choice 2030 Comprehensive Plan.

  The area under consideration for rezoning is indicated by the Hickory by Choice 2030 Comprehensive Plan as being a future residential area with residential densities between six (6) and eight (8) units per acre.

- Preserve and protect land, air, water and environmental resources and property values.

  All improvements that are to take place on the property will be required to follow all applicable development regulations.

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures.

  The subject property has access to a state-maintained roadway (Section House Road / SR 1491), as well as water and sewer infrastructure. The property was recently annexed and during the evaluation process staff verified all other public services were available, and would not be diminished with the future development of the subject property. The land-use pattern of the area, with the inclusion of the subject property, represents an efficient use of public services, and the wise use of public funding.

- Regulate the type and intensity of development; and

  The current land use pattern of the larger area consists almost entirely of detached single-family dwellings. This development pattern will continue under the R-2 Residential district, as only detached single-family residences are permitted under this zoning classification. The future use of the property is best suited to further the existing development pattern of the area. Public resources to provide critical public services are in place to service the area. These include public utilities and transportation infrastructure.

- Ensure protection from fire, flood and other dangers.

  Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and property are properly protected as prescribed by law.

2. Existing land uses within the general vicinity of the subject property **(Please refer to Maps 2 and 3 for details)**:

   - **North:** The properties are zoned R-20 Residential and are either occupied by single-family residences or vacant.
   - **South:** The properties are zoned R-1 Residential and are occupied by single-family residence.
   - **East:** The properties are zoned R-20 Residential and are either occupied by single-family residences or vacant.
   - **West:** The properties are zoned R-1 and R-20 Residential and are either occupied by single-family residences or vacant.

3. The suitability of the subject properties for the uses permitted under the existing and proposed zoning classification:

   The current land use pattern of the larger area consists largely of detached single-family residences. The rezoning of the property to R-2 Residential would continue this development pattern and mirror the existing City zoning already in place in the surrounding area.

4. The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

   The requested Medium Density Residential (R-2) zoning is similar to the existing zoning. The permissible uses of R-2 zoning will aid in minimizing future impacts on the neighborhood.

5. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire, and police protection to fall below acceptable levels.

   Public resources to provide critical public services are in place to service the area. These include public utilities transportation infrastructure, as well as police and fire protection.

6. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

   The subject property is located within an area where the Hickory by Choice 2030 Comprehensive Plan anticipated continued residential development. The future use of the property is residential.

   Any future development that occurs of the subject property as the result of the zoning map amendment, will be required to be adhere to regulations related to zoning, building and fire code, traffic, stormwater, etc., which will work in conjunction with one another to ensure the health and safety of residents and visitors are properly protected.

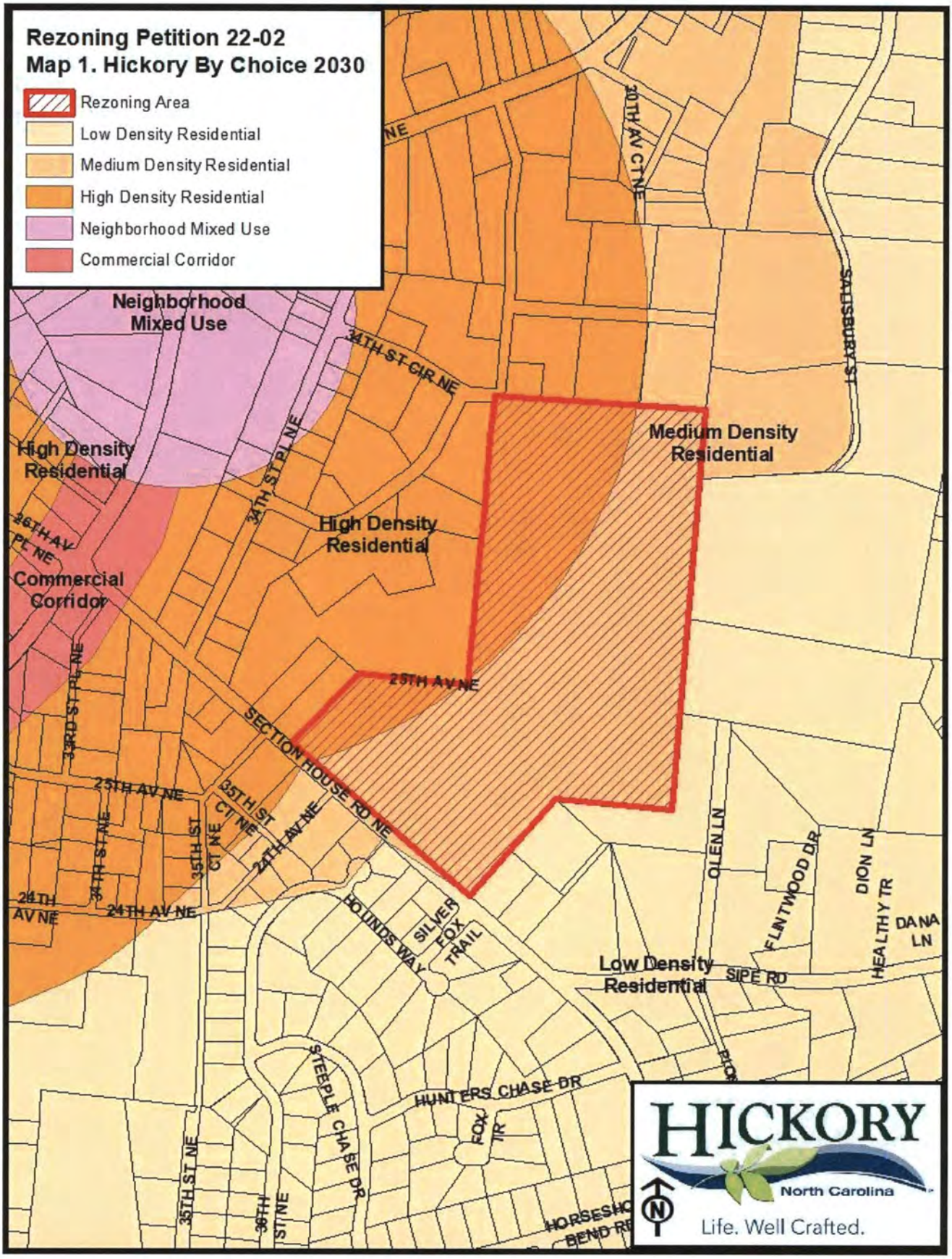
RECOMMENDED ACTION:

The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the applicant, and one other person spoke in favor of the petition, while three persons spoke in opposition.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

CITIZEN INPUT:

As of March 3, 2022, staff has received two (2) inquiries regarding this petition.


Rezoning Petition 22-02
Map 1. Hickory By Choice 2030
Rezoning Area
Low Density Residential
Medium Density Residential
High Density Residential
Neighborhood Mixed Use
Commercial Corridor
Neighborhood Mixed Use
High Density Residential
Commercial Corridor
High Density Residential
Medium Density Residential
Low Density Residential
34TH ST CIR NE
34TH ST PL NE
26TH AV PL NE
33RD ST PL NE
25TH AV NE
SECTION HOUSE RD NE
35TH ST CT NE
24TH AV NE
24TH AV NE
34TH ST NE
35TH ST NE
HOUNDS WAY
SILVER FOX TRAIL
STEEPLE CHASE DR
HUNTERS CHASE DR
FOX TR
SIPE RD
FLINTWOOD DR
DION LN
HEALTHY TR
DANA LN
OLEN LN
30TH AV CT NE
SALISBURY ST
HICKORY
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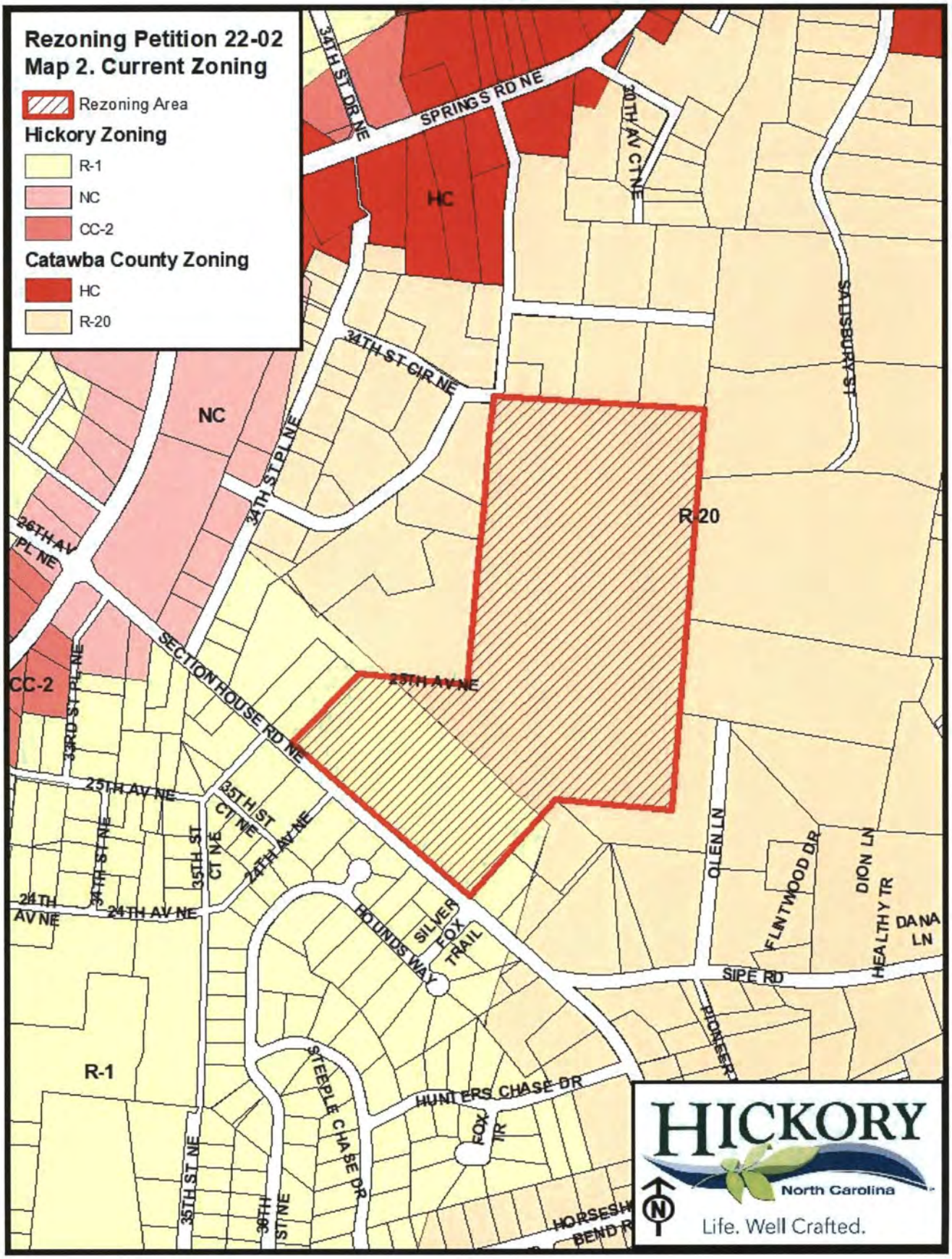
Rezoning Petition 22-02
Map 2. Current Zoning
Rezoning Area
Hickory Zoning
R-1
NC
CC-2
Catawba County Zoning
HC
R-20
34TH ST DR NE
SPRINGS RD NE
30TH AV CT NE
SALISBURY ST
34TH ST CIR NE
34TH ST PL NE
26TH AV PL NE
SECTION HOUSE RD NE
25TH AV NE
13RD ST PL NE
35TH ST CT NE
24TH AV NE
34TH ST NE
35TH ST NE
24TH AV NE
BOUNDS WAY
SILVER FOX TRAIL
OLEN LN
FLINTWOOD DR
DION LN
HEALTHY TR
DANA LN
SIPE RD
PIONEER
STEEPLE CHASE DR
HUNTERS CHASE DR
FOX TR
35TH ST NE
36TH ST NE
HORSESHOE BEND R
HC
NC
CC-2
R-20
R-1
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Rezoning Petition 22-02
Map 3. Aerial Photography
Rezoning Area
KOOL PARK RD NE
SPRINGS RD NE
24TH ST DR NE
24TH ST CIR NE
24TH ST PL NE
20TH AV CT NE
SALISBURY ST
25TH AV NE
SECTION HOUSE RD NE
25TH AV NE
23RD ST PL NE
35TH ST CT NE
24TH AV NE
24TH ST NE
OLEN LN
FLINTWOOD DR
DION LN
HEALTHY TR
DANA LN
SIPE RD
SILVER FOX TRAIL
HOLLINGSWAY
HUNTERS CHASE DR
FOX TR
35TH ST NE
HICKORY
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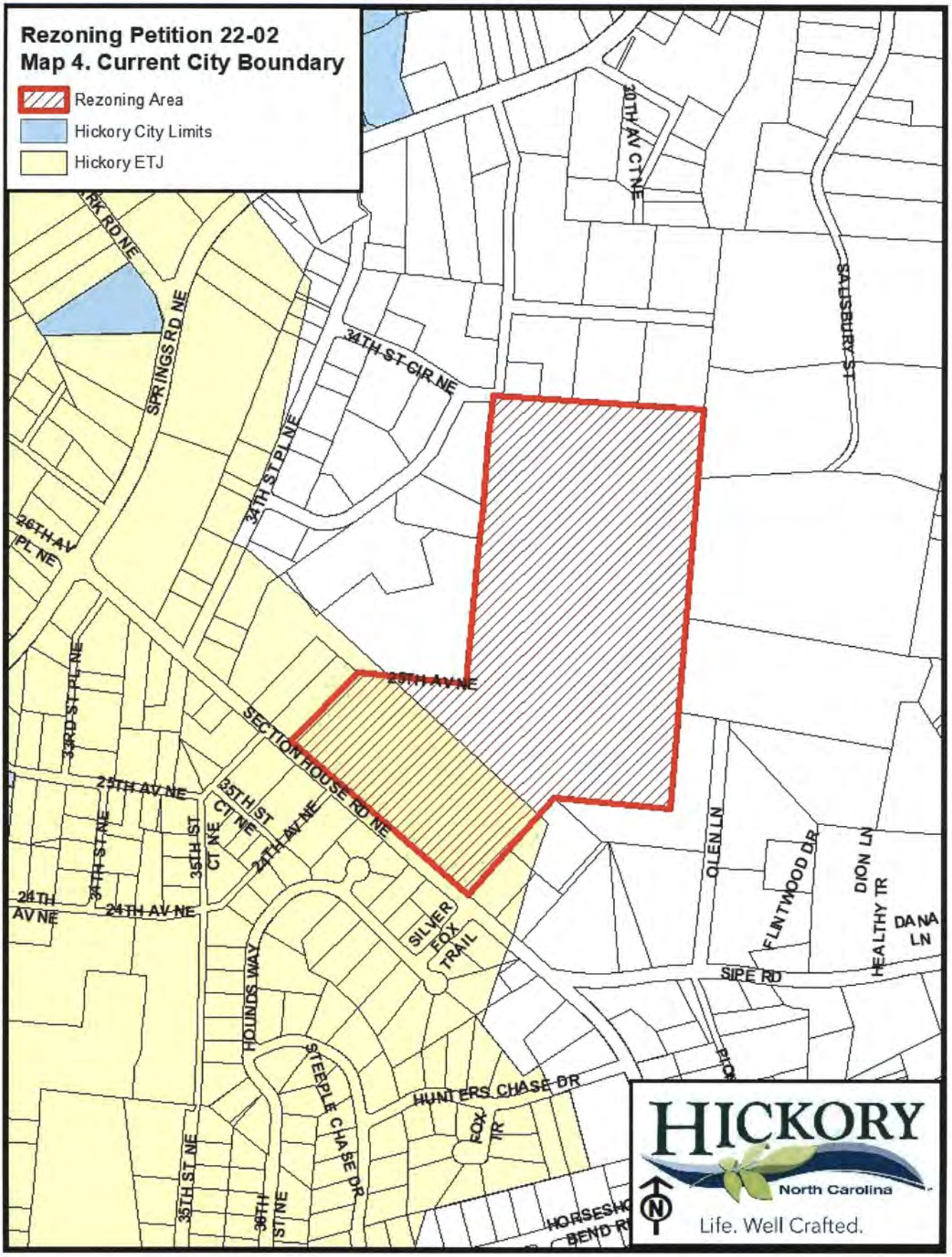
Rezoning Petition 22-02
Map 4. Current City Boundary
Rezoning Area
Hickory City Limits
Hickory ETJ
30TH AV CT NE
SALISBURY ST
34TH ST CIR NE
34TH ST PL NE
SPRINGS RD NE
26TH AV PL NE
33RD ST PL NE
25TH AV NE
SECTION HOUSE RD NE
23RD AV NE
35TH ST CT NE
24TH AV NE
34TH ST NE
24TH AV NE
SILVER FOX TRAIL
HOLLINS WAY
STEEPLE CHASE DR
HUNTERS CHASE DR
FOX TR
35TH ST NE
36TH ST NE
HORSESHOE BEND RD
OLEN LN
FLINTWOOD DR
DION LN
HEALTHY TR
DANA LN
SIPE RD
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ORDINANCE NO. _____

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE +/- 47.4 ACRES OF PROPERTY LOCATED ON SECTION HOUSE ROAD BETWEEN 34TH STREET PLACE NE AND SIPE ROAD FROM CITY OF HICKORY R-1 RESIDENTIAL AND CATAWBA COUNTY R-20 RESIDENTIAL TO CITY OF HICKORY R-2 RESIDENTIAL.

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone +/- 47.4 acres of property located on Section House Road between 34th Street Place NE and Sipe Road, more particularly described on **Exhibit A** attached hereto, to allow a R-2 Residential; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on February 23, 2022, and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires findings the proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 22-02 to be in conformance with the Hickory by Choice 2030 Comprehensive Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HICKORY, NORTH CAROLINA, THAT THE REZONING OF PROPERTY LOCATED ON SECTION HOUSE ROAD BETWEEN 34TH STREET PLACE NE AND SIPE ROAD, DESCRIBED IN EXHIBIT A IS APPROVED.

SECTION 1. Findings of fact.

1. The subject property is located on Section House Road between 34th Street Place NE and Sipe Road. and identified as PIN 3723-08-89-6240.

2. The rezoning request is intended to further implement the findings and recommendations of the *Hickory by Choice 2030 Comprehensive Plan.*

3. The rezoning of the property is consistent with the *Hickory by Choice 2030 Comprehensive Plan.*

SECTION 2. All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 3. Statement of Consistency and Reasonableness

Upon considering the matter, the Hickory City Council found:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan (Hickory by Choice 2030)* and the stated Purpose and Intent of this Land Development Code;

   The general area is classified Medium Density Residential by the Hickory by Choice 2030 Comprehensive Plan

   The Hickory by Choice 2030 Comprehensive Plan states the following about Medium Density Residential areas: "... will expand the existing single-family housing characteristic in the city and provide a medium density housing option where the gross density would be approximately 6 to 8 units per acre" (HBC 2030, Pg. 3.9).

   The R-2 zoning district is listed as the implementing zoning district for the Medium-Density Residential classification. The R-2 district permits density up to, but not more than, four (4) units per acre, which is compatible with the language found with the Hickory by Choice 2030 Comprehensive Plan.

   Given these factors, the rezoning of the property to R-2 Residential should be considered consistent with the findings and recommendations of the Hickory by Choice (2030) comprehensive Plan.

2. The Medium-Density Residential classification is intended to provide locations for residential development at an intensity of 6 to 8 units per acre.

3. R-2 Residential zoning district's permissible density adheres to the recommendations for areas classified as Medium-Density Residential by the Hickory by Choice 2030 Comprehensive Plan.

4. Any and all improvements that are to take place on the property will be required to follow all applicable development regulations.

5. Sufficient public infrastructure is currently in place to handle the type of development possible on the subject property.

6. Any future development that takes place on the subject property will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina; and

7. Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and property owners are properly protected as prescribed by law.

Based upon these findings, the Hickory City Council has found Rezoning Petition 22-02 to be reasonable, but inconsistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

ORDAINED by the City Council of Hickory, North Carolina, this, the _____ day of _____, 2022.

(SEAL)

THE CITY OF HICKORY, a
North Carolina Municipal Corporation

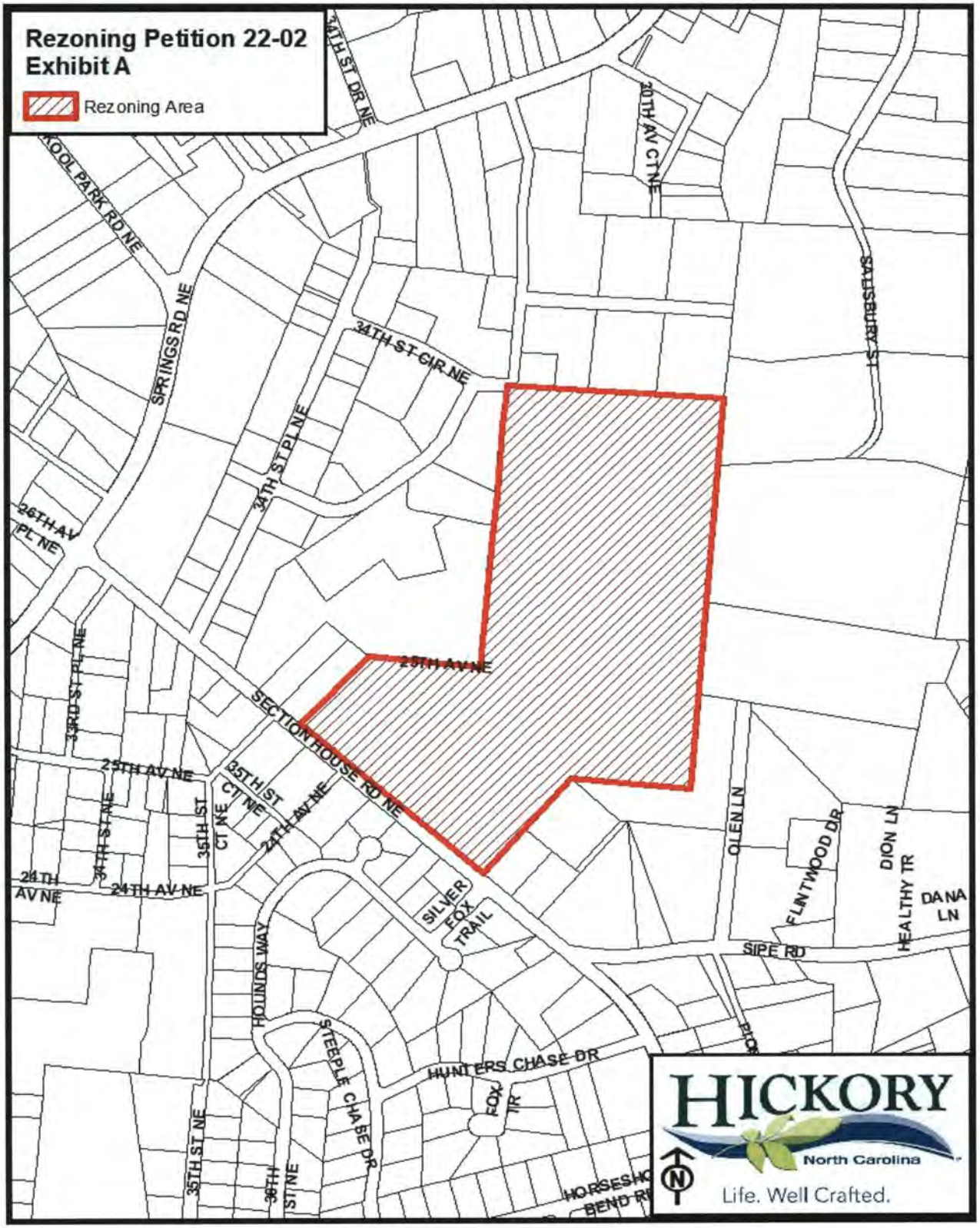
Attest:

By: _____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

Approved as to form this 8th day of March, 2022.

_____
Attorney for the City of Hickory


Rezoning Petition 22-02
Exhibit A
Rezoning Area
34TH ST DR NE
30TH AV CT NE
SALISBURY ST
SPRINGS RD NE
34TH ST CIR NE
34TH ST PL NE
26TH AV PL NE
33RD ST PL NE
25TH AV NE
SECTION HOUSE RD NE
35TH ST CT NE
24TH AV NE
34TH ST NE
35TH ST NE
24TH AV NE
HOUNDS WAY
SILVER FOX TRAIL
GLEN LN
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DION LN
HEALTHY TR
DANA LN
SIPE RD
STEEPLE CHASE DR
HUNTERS CHASE DR
FOX TR
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36TH ST NE
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COUNCIL AGENDA MEMOS

To: City Manager's Office

From: Office of Business Development – Planning and Development

Contact Person: Brian Frazier, Planning Director

Date: March 3, 2022

Re: Consideration of Rezoning Petition 22-05

REQUEST

Conduct a public hearing to consider Rezoning Petition 22-05.

BACKGROUND

Gary Greene has submitted a petition requesting the consideration of rezoning property located near the SW corner of Cloninger Mill Road and 16th Street NE from R-2 Residential to R-3 Residential.

ANALYSIS

The 13.7 acre property is zoned R-2 Residential, which permits detached single-family residential uses at a density of two (2) dwelling units per acre.

Should the rezoning petition be approved, the density and use types would change. The requested R-3 Residential would permit attached and detached single-family residential, as well as multifamily. The residential density would also increase to eight (8) units per acre for attached and detached single-family and ten (10) units per acre for multi-family. The rezoning could potentially produce one-hundred-ten (110) attached and detached single-family units, one-hundred-thirty-seven (137) multi-family units, or a mixture of the two use types.

RECOMMENDATION

The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the applicant spoke in favor, while one neighbor spoke in opposition citing stormwater runoff and loss of animal habitat.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

CITIZEN INPUT

As of March 3, 2022, staff has received two (2) inquiries regarding this petition.

BUDGET ANALYSIS:

Budgetary Action
Is a Budget Amendment required?

Yes	No
☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian M. Frazier
Initiating Department Head — 3/3/2022 Date

Asst. City Manager, R. Miller — 3/7/22 Date

Finance Officer, M. Miller — 3/7/22 Date

Deputy City Attorney, A. Dula — 3-8-22 Date

Asst. City Manager R. Beasley — 3/7/22 Date

3-7-22 Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc.).

City Manager, W. Wood

3.9.22
Date

CITY OF HICKORY
APPLICATION FOR REZONING (NON PD OR CZ)

DATE SUBMITTED: Feb 3, 2022

TO THE PLANNING COMMISSION AND THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I (We), the undersigned, do hereby respectfully make application and petition to amend the Land Development Code and change the Zoning Map of the City of Hickory, as hereinafter requested, and in support of this application, the following facts are shown of the application and all required materials):

1. The property proposed to be rezoned is located on 16 St NE

between Cloninger Mill Rd NE and 36th Ave Dr NE.

PIN NO. (S): 371412960319 and 371412866394

Physical (Street) Address: 3621 16th St NE

2. The property is owned by: (please print) Gary Steven Greene

(Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

Owner Information:

Name: Gary Steven Greene

Address: 3621 16th St NE

Phone Number: 828-291-9564

Email Address:

3. The petition is submitted by: Eric Yeargain

(If the Petition is submitted by someone other than the owner, a letter from the owner(s) authorizing the agent to act on his or her behalf must be submitted with the application. This authorization must be signed and notarized by all owners having an interest in the subject property.)

Agent Information:

Name: Eric Yeargain

Address: 3050 1st Ave Ct SE

Phone Number: 828-324-6774

4. It is desired and requested that the foregoing property be REZONED:

FROM: R-2 TO: R-3

5. Please list the current use(s) of the property: Residential

Applicant's Affidavit

I (We), the undersigned Applicant, hereby certify that the information contained herein and submitted in support of this application is true and correct.

Signature of Applicant

Sworn and subscribed to before me this 3rd day of February, 2022.

(SEAL)

Notary Public Susan J. Wilson

08-02-2025
My Commission Expires

SUSAN J WILSON
Notary Public
North Carolina
Catawba County

This Application must be submitted to the Planning Department by 5:00 p.m. on the last regular working day of the month preceding the meeting at which it is to be considered by the Planning Commission. Only complete applications will be accepted.

NOTICE TO APPLICANTS AND/OR AGENTS REGARDING ADVERTISING FEES

In addition to the application fees required at the time of application submittal, the applicant and/or agents is responsible for remitting payment to the City of Hickory to cover legal advertising/notices costs. Advertising costs are billed by the City of Hickory after the rezoning process concludes.

Requests for rezoning require two public hearings (Hickory Regional Planning Commission and Hickory City Council). State law and the Hickory Land Development Code requires specific notices of public hearing be provided prior to the public hearing. These requirements are necessary for each of the two public hearings. The notices required by law include the following:

- Posting of property (sign);
- First class mailed notices sent to all property owners within 500 feet of the subject property; and
- A legal notice published in the local newspaper (the notice must run two consecutive weeks).

The average costs of such required legal advertising range from $400.00 to $700.00 depending on the size of the property and the complexity of the request.

EXHIBIT A

AGENT OF RECORD LETTER

TO THE CITY OF HICKORY, CATAWBA COUNTY, STATE OF NORTH CAROLINA, AND/OR OTHER GOVERNMENTAL AGENCIES AND SUBDIVISIONS AND DEPARTMENTS OF SAME AND PUBLIC UTILITIES.

For the property identified as Parcel ID: 3714-12-86-6394 & 3714-12-96-0319, Gary Steven Greene as Owner, I hereby designate and appoint J. Clayton Neill, Manager of FJS & JG, LLC as Agent of Record for the purposes of representing it during the Rezoning and/or Development Review Process and/or permitting/hearing processes, including without limitation site plan review, construction plan review, utility and drainage plan review and signage application subdividing process; rezoning process, erosion control permits and approval. Agent of Record is hereby vested with authority to make any representations, agreements, or promises that are necessary or desirable in conjunction with the review process. Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity.

Date: 01 - 13 - , 2022

OWNER:

Gary Steven Greene (SEAL)
Gary Steven Greene
3621 16th St., NE
Hickory, NC 28601

STATE OF North Carolina
COUNTY OF Catawba

The foregoing instrument was acknowledged before me this 13 day of January, 2022 by Gary Steven Greene as Owner of property identified as PARCEL ID: 3714-12-86-6394 & 3714-12-96-0319. He is personally known to me or has produced D.L. as identification.

BARBARA L HENDERSON
Notary Public
North Carolina
Catawba County

Barbara L Henderson
Notary Public
My Commission Expires: 12-10-22

FILED Catawba County
on Feb 14, 2019 at 11:43:00 am
Excise Tax $100.00 (AT)
INST. #02420
DONNA HICKS SPENCER,
Register of Deeds
Bk 03492 Pg 0848-0850

REVENUE: $ 100.00

PIN: 371412866394 LRK (REID): 604564

(HB) THIS INSTRUMENT WAS PREPARED BY DAVID L. ISENHOWER, ATTORNEY AT LAW, P.O. BOX 1627, CONOVER, NC 28613

Return to: David L. Isenhower, Attorney at Law

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made this 13th day of February, 2019, by and between ALESA KAREN GREENE, unmarried, 1470 Farmington Hills Drive, Conover, NC 28613, **GRANTOR**; and GARY STEVEN GREENE, unmarried, 3621 16th Street NE, Hickory, NC 28601, **GRANTEE**.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hickory, Hickory Township, Catawba County, North Carolina, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

THIS IS NOT THE GRANTOR'S PRIMARY RESIDENCE.

NEITHER THE INDIVIDUAL NOR LAW FIRM PREPARER OF THIS INSTRUMENT PERFORMED ANY TITLE EXAMINATION NOR PARTICIPATED IN THE CLOSING INVOLVING THIS INSTRUMENT.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

3

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions herein stated. 0849

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing instrument the day and year first above written.

Alesa Karen Greene (SEAL)
ALESA KAREN GREENE

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, a Notary Public of the County and State aforesaid, certify that ALESA KAREN GREENE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 13 day of February, 2019.

(Notary Seal)
JACKIE L HOUSER NOTARY PUBLIC CATAWBA COUNTY, NC

Jackie L Houser
NOTARY PUBLIC
Jackie L. Houser
Type or Print Name of Notary Public

My Commission Expires: 7/21/2020

WEB

EXHIBIT "A"

0850

BEING all of Lot 1 containing 2.444 acres by coordinate method as shown on Plat of same entitled Minor Subdivision within the City of Hickory's Planning Area for "Elene F. Greene" recorded in Plat Book 56, Page 36, Catawba County Registry on July 22, 2002, reference to the recorded plat being made for a more particular description thereof.

The foregoing parcel is conveyed subject to all liens, easements, restrictions, and rights-of-way appearing of public record and affecting the property.

For reference to chain of title see deeds recorded in Deed Book 2378, Page 1299, Deed Book 2733, Page 800, and Deed Book 2891, Page 0337, Catawba County Registry.

WEB

FILED Catawba County
on Nov 27, 2018 at 01:56:00 pm
Excise Tax $0.00 (AT)
INST. # 19744
DONNA HICKS SPENCER,
Register of Deeds
Bk 03482 Pg 0774-0775

REVENUE: $ 0.00

All of PIN: 371412960319
A Portion of PIN: 371412869802

All of LRK (REID): 607116
A Portion of LRK (REID): 64025

THIS INSTRUMENT WAS PREPARED BY DAVID L. ISENHOWER, ATTORNEY AT LAW, P.O. BOX 1627, CONOVER, NC 28613

✓ Return to: David L. Isenhower, Attorney at Law (HB)

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made this 26 day of November, 2018, by and between GARY STEVEN GREENE, single, 3621 16th Street, NE, Hickory, NC 28601, **GRANTOR**; and GARY STEVEN GREENE, single, 3621 16th Street, NE, Hickory, NC 28601, **GRANTEE**.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hickory, Hickory Township, Catawba County, North Carolina, and more particularly described as follows:

BEING all of Lot 1 containing 8.934 acres of the Minor Subdivision for Elene F. Greene prepared by Kevin D. Hefner & Associates Surveying & Mapping dated August 25, 2018, and recorded in Plat Book 78, Page 145, and all of Lot 3 containing 2.210 acres as shown on a Minor Subdivision for Elene F. Greene recorded in Plat Book 74, at Page 172, Catawba County Registry, reference to said recorded plats being made for a more particular description thereof.

This deed is made to combine Lot 3 containing 2.210 acres as shown on plat recorded in Plat Book 74, at Page 172, Catawba County Registry with Lot 1 containing 8.934 acres shown on plat recorded in Plat Book 78, Page 145, into one taxable parcel for ad valorem tax purposes.

WEB

1

2

The above described property is conveyed subject to all easements, rights of way, declarations, covenants and restrictions appearing of public record affecting the property. 0775

For reference to chain of title see Deed Book 3292, Page 1075, and Deed Book _____, Page _____, Catawba County Registry.

THIS IS NOT THE GRANTOR'S PRIMARY RESIDENCE.

NEITHER THE INDIVIDUAL NOR LAW FIRM PREPARER OF THIS INSTRUMENT PERFORMED ANY TITLE EXAMINATION NOR PARTICIPATED IN THE CLOSING INVOLVING THIS INSTRUMENT.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions herein stated.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing instrument the day and year first above written.

_____ (SEAL)
GARY STEVEN GREENE

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, a Notary Public of the County and State aforesaid, certify that GARY STEVEN GREENE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 26 day of NOVEMBER, 2018.

DAVID L. ISENHOWER NOTARY PUBLIC CATAWBA COUNTY, NC (Notary Seal)

_____
NOTARY PUBLIC
DAVID L. ISENHOWER
Type or Print Name of Notary Public

My Commission Expires: 01-10-2021

WEB

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HICKORY REGIONAL PLANNING COMMISSION
ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On February 23, 2022 the Hickory Regional Planning Commission conducted a Public Hearing for the purpose of considering Rezoning Petition 22-05. Upon consideration, the Hickory Regional Planning Commission found:

1. The general area is classified as Medium-Density Residential by the Hickory By Choice 2030 Comprehensive Plan, and the rezoning of the property to R-3 Residential is in keeping with the plan's recommended density for area classified as Low Density Residential;

2. The Medium-Density Residential classification is intended to provide an area to expand single-family housing with a overall density between six (6) to eight (8) units per acre;

3. The R-3 zoning district's permissible density adheres to the recommendations for areas classified as Medium Density Residential by the Hickory by Choice 2030 Comprehensive Plan;

4. Any and all improvements that are to take place on the property will be required to follow all applicable development regulations;

5. Public infrastructure currently in place in the area is sufficient to handle the type of development possible on the subject property;

6. Any future development that takes place on the subject property will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina; and

7. Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and property owners are properly protect as prescribed by law.

Based upon these findings, the Hickory Regional Planning Commission has found Rezoning Petition 22-05 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan, and recommends Hickory City Council approval of the petition. This recommendation was affirmed by a 8-0 vote of the Hickory Regional Planning Commission.

BM

Bill McBrayer, Chairman

2-23-22

Date

REZONING ANALYSIS

PETITION: 22-05

APPLICANT: Eric Yeargin

OWNERS: Gary Stephen Greene

PROPERTY LOCATION: Near the SW corner of Cloninger Mill Road and 16th Street NE.

PIN: 3714-12-96-0319 and 3714-12-86-6394

WARD: Ward 2, Councilwoman Williams.

ACREAGE: +/- 13.7 acres

REQUESTED ACTION: Rezone the property from R-2 to R-3 Residential.

BACKGROUND: The subject property is currently zoned R-2 Residential is approximately 13.7 acres in total size. The rezoning petition was submitted in anticipation of residential development of the property.

DEVELOPMENT POTENTIAL: The subject property is currently zoned R-2 Residential and totals approximately 13.7 acres. The current R-2 zoning district permits detached single-family residential uses at a density of four (4) dwelling units per acre, which could theoretically yield fifty-five (55) dwelling units.

Should the rezoning petition be approved, the density and use types would change. The requested R-3 Residential would permit attached and detached single-family residential, as well as multifamily. The residential density would also increase to eight (8) units per acre for attached and detached single-family and ten (10) units per acre for multi-family. The rezoning could potentially produce one-hundred-ten (110) attached and detached single-family units, one-hundred-thirty-seven (137) multi-family units, or a mixture of the two use types.

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan (Hickory by Choice 2030)* and the stated Purpose and Intent of this Land Development Code;

   The general area is classified Medium Density Residential by the Hickory by Choice 2030 Comprehensive Plan. (Note: The Hickory by Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.) **(Please refer to Map 1 for detail)**.

   The Hickory by Choice 2030 Comprehensive Plan states the following about Medium Density Residential areas: "... will expand existing single-family housing character in the city and they will provide a medium density housing option where the gross density would be approximately six (6) to eight (8) unit per acre". (HBC 2030, Pg. 3.9)

The R-3 zoning district is also listed as an implementing zoning district for the Medium-Density Residential classification. The R-3 district permits densities in line with the plan's recommendations.

Given these factors, the rezoning of the property to R-3 Residential should be considered consistent with the findings and recommendations of the Hickory by Choice (2030) Comprehensive Plan.

Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:

- Implement the Hickory by Choice 2030 Comprehensive Plan.

  The area under consideration for rezoning is indicated by the Hickory by Choice 2030 Comprehensive Plan as being a future residential area with residential densities between six (6) and eight (8) units per acre.

- Preserve and protect land, air, water and environmental resources and property values.

  All improvements that are to take place on the property will be required to follow all applicable development regulations.

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures.

  The subject property has access to a state-maintained roadway (16th Street NE / SR 1401), as well as water and sewer infrastructure. The land-use pattern of the area, with the inclusion of the subject property, represents an efficient use of public services, and the wise use of public funding.

- Regulate the type and intensity of development; and

  The current land use pattern of the larger area consists almost entirely of residential dwellings. This development pattern will continue under the R-3 Residential district, as only residences are permitted by-right under this zoning classification. The future use of the property is best suited to further the existing development pattern of the area. Public resources to provide critical public services are in place to service the area. These include public utilities and transportation infrastructure.

- Ensure protection from fire, flood and other dangers.

  Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and property are properly protected as prescribed by law.

2. Existing land uses within the general vicinity of the subject property **(Please refer to Maps 2 and 3 for details)**:

   - **North:** The properties are zoned R-2 Residential and NC Neighborhood Commercial and are vacant.
   - **South:** The properties are zoned R-2 Residential and are occupied by single-family residence.
   - **East:** The properties are zoned R-1 Residential and are occupied by single-family residences.
   - **West:** The property zoned R-2 Residential and are either occupied by single-family residences.

3. The suitability of the subject properties for the uses permitted under the existing and proposed zoning classification:

   The current land use pattern of the larger area consists largely of residential uses. The rezoning of the property to R-3 Residential would continue this development pattern.

4. The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

   The requested R-3 zoning are similar to the existing R-2 zoning. The permissible uses and density of R-3 zoning will aid in minimizing future impacts on the neighborhood.

5. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire, and police protection to fall below acceptable levels.

   Public resources to provide critical public services are in place to service the area. These include public utilities transportation infrastructure, as well as police and fire protection.

6. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

   The subject property is located within an area where the Hickory by Choice 2030 Comprehensive Plan anticipated continued residential development. The future use of the property is residential.

   Any future development that occurs of the subject property as the result of the zoning map amendment, will be required to be adhere to regulations related to zoning, building and fire code, traffic, stormwater, etc.; which will work in conjunction with one another to ensure the health and safety of residents and visitors are properly protected.

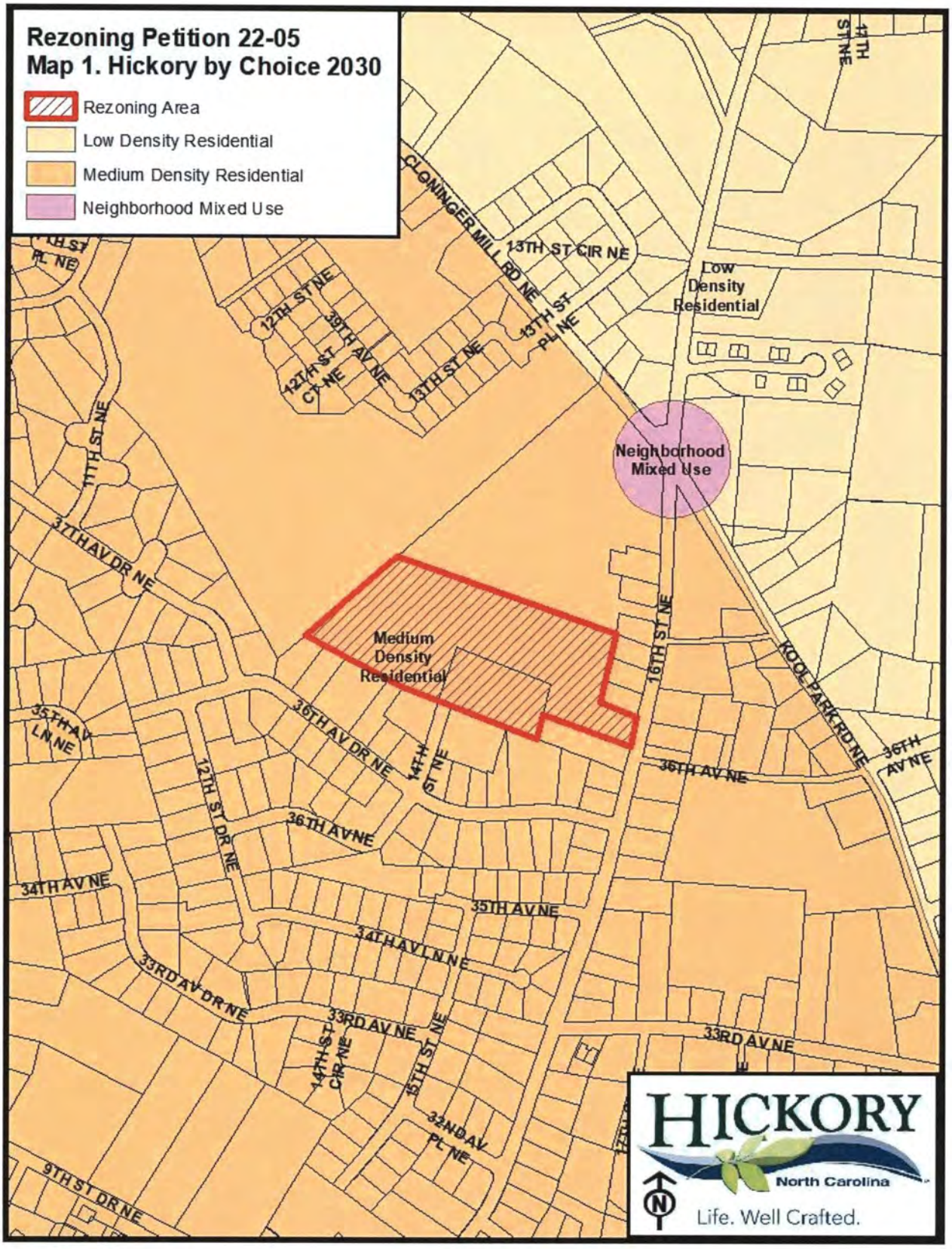
RECOMMENDED ACTION:

The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the design engineer provided the Commission with a brief overview of the owners' future intentions. A neighboring resident spoke in opposition of the petition citing stormwater runoff and potential animal habitat loss.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

CITIZEN INPUT:

As of March 3, 2022, staff has received two (2) inquiries regarding this petition.


Rezoning Petition 22-05
Map 1. Hickory by Choice 2030
Rezoning Area
Low Density Residential
Medium Density Residential
Neighborhood Mixed Use
Low Density Residential
Neighborhood Mixed Use
Medium Density Residential
CLONINGER MILL RD NE
13TH ST CIR NE
13TH ST PL NE
12TH ST NE
39TH AV NE
12TH ST CT NE
13TH ST NE
11TH ST NE
37TH AV DR NE
16TH ST NE
ROCK PARK RD NE
36TH AV NE
36TH AV DR NE
14TH ST NE
35TH AV LN NE
12TH ST DR NE
34TH AV NE
35TH AV NE
34TH AV LN NE
33RD AV DR NE
33RD AV NE
14TH ST CIR NE
15TH ST NE
32ND AV PL NE
9TH ST DR NE
HICKORY
North Carolina
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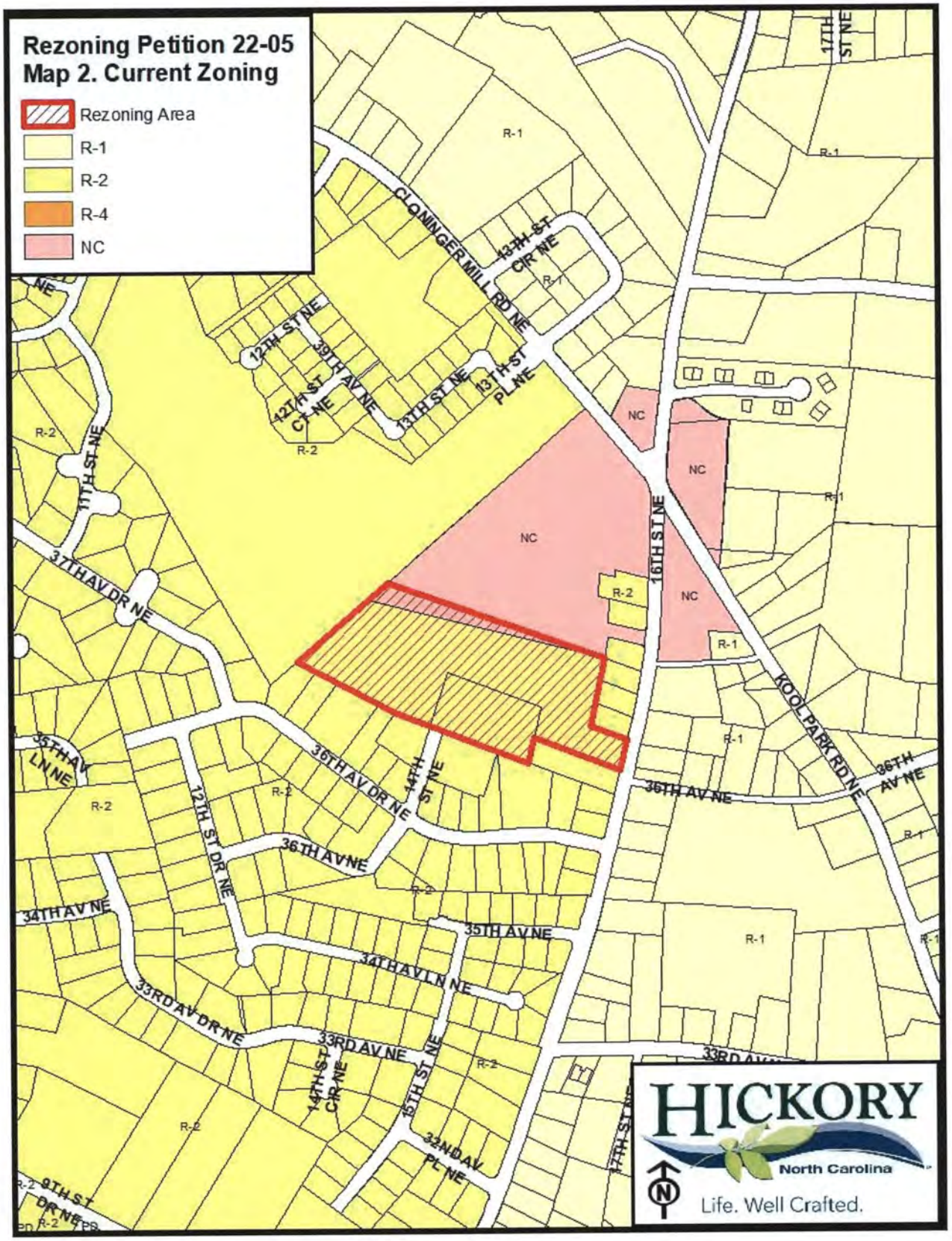
Rezoning Petition 22-05
Map 2. Current Zoning
Rezoning Area
R-1
R-2
R-4
NC
CLONINGER MILL RD NE
16TH ST NE
KOOL PARK RD NE
36TH AV NE
35TH AV NE
36TH AV DR NE
37TH AV DR NE
34TH AV NE
33RD AV DR NE
33RD AV NE
34TH AV LN NE
35TH AV LN NE
36TH AV NE
12TH ST DR NE
11TH ST NE
12TH ST NE
13TH ST NE
13TH ST PL NE
14TH ST NE
15TH ST NE
32ND AV PL NE
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Rezoning Petition 22-05
Map 3. Aerial Photography
Rezoning Area
HICKORY
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11TH ST NE
CLONINGER MILL RD NE
13TH ST CIR NE
12TH ST NE
39TH AV NE
42TH ST CT NE
43TH ST NE
41TH ST PL NE
38TH AV NE
41TH ST DR NE
37TH AV DR NE
35TH AV NE
36TH AV DR NE
12TH ST DR NE
36TH AV NE
16TH ST NE
KOOL PARK RD NE
38TH AV NE
34TH AV NE
35TH AV NE
41TH AV LN NE
33RD AV DR NE
33RD AV NE
15TH ST NE
38TH AV PL NE
9TH ST DR NE

ORDINANCE NO. _____

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE +/- 13.7 ACRES OF PROPERTY LOCATED NEAR THE SOUTHWESTERN CORNER OF CLONINGER MILL ROAD AND 16TH STREET NE FROM R-2 RESIDENTIAL TO R-3 RESIDENTIAL.

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone +/- 13.7 acres of property located near the southwestern corner of Cloninger Mill Road and 16th Street NE, more particularly described on **Exhibit A** attached hereto, to allow a R-3 Residential; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on February 23, 2022, and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires findings the proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 22-05 to be in conformance with the Hickory by Choice 2030 Comprehensive Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HICKORY, NORTH CAROLINA, THAT THE REZONING OF PROPERTY LOCATED NEAR THE SOUTHWESTERN CORNER OF CLONINGER MILL ROAD AND 16TH STREET NE, DESCRIBED IN EXHIBIT A IS APPROVED.

SECTION 1. Findings of fact.

1. The subject property is located near the southwestern corner of Cloninger Mill Road and 16th Street NE and identified as PINs 3714-12-96-0319 and 3714-12-86-6394.

2. The rezoning request is intended to further implement the findings and recommendations of the *Hickory by Choice 2030 Comprehensive Plan.*

3. The rezoning of the property is consistent with the *Hickory by Choice 2030 Comprehensive Plan.*

SECTION 2. All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 3. Statement of Consistency and Reasonableness

Upon considering the matter, the Hickory City Council found:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan (Hickory by Choice 2030)* and the stated Purpose and Intent of this Land Development Code;

   The general area is classified Medium Density Residential by the Hickory by Choice 2030 Comprehensive Plan.

   The Hickory by Choice 2030 Comprehensive Plan states the following about Medium Density Residential areas: "… will expand existing single-family housing character in the city and they will provide a medium density housing option where the gross density would be approximately six (6) to eight (8) unit per acre". (HBC 2030, Pg. 3.9)

   The R-3 zoning district is also listed as an implementing zoning district for the Medium-Density Residential classification. The R-3 district permits densities in line with the plan's recommendations.

   Given these factors, the rezoning of the property to R-3 Residential should be considered consistent with the findings and recommendations of the Hickory by Choice (2030) Comprehensive Plan.

   Given these factors, the rezoning of the property to R-2 Residential should be considered consistent with the findings and recommendations of the Hickory by Choice (2030) comprehensive Plan.

2. The Medium-Density Residential classification is intended to provide locations for residential development at an intensity of 6 to 8 units per acre.

3. R-3 Residential zoning district's permissible density adheres to the recommendations for areas classified as Medium-Density Residential by the Hickory by Choice 2030 Comprehensive Plan.

4. Any and all improvements that are to take place on the property will be required to follow all applicable development regulations.

5. Sufficient public infrastructure is currently in place to handle the type of development possible on the subject property.

6. Any future development that takes place on the subject property will be regulated by current and future development standards duly adopted by the City of Hickory and the State of North Carolina; and

7. Any future development occurring on the subject property will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and property owners are properly protected as prescribed by law.

Based upon these findings, the Hickory City Council has found Rezoning Petition 22-05 to be reasonable, but inconsistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

ORDAINED by the City Council of Hickory, North Carolina, this, the _____ day of _____, 2022.

(SEAL)

THE CITY OF HICKORY, a
North Carolina Municipal Corporation

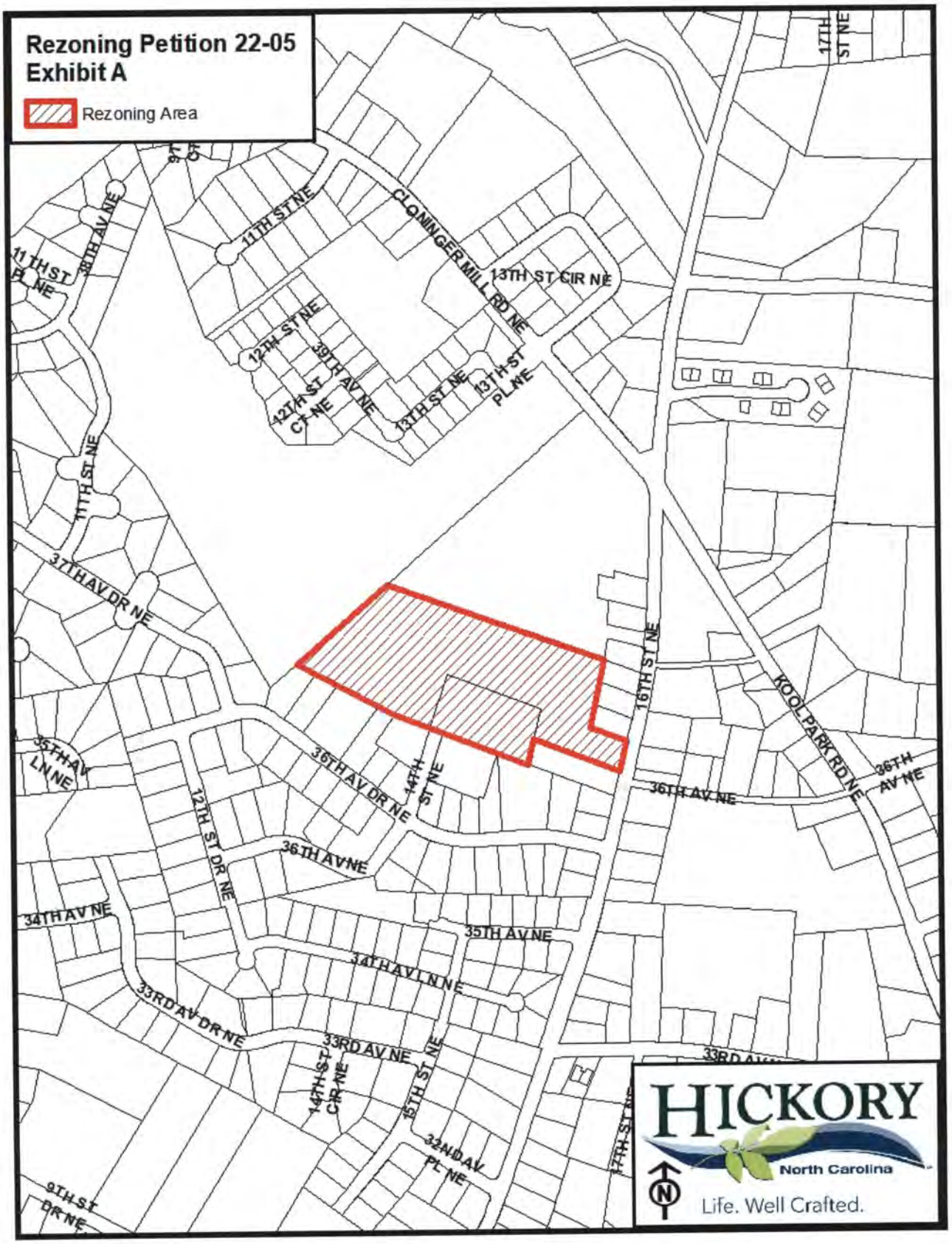
Attest:

By: _____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

Approved as to form this 8th day of March, 2022.

_____
Attorney for the City of Hickory


Rezoning Petition 22-05
Exhibit A
Rezoning Area
CLONINGER MILL RD NE
13TH ST CIR NE
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13TH ST PL NE
37TH AV DR NE
16TH ST NE
17TH ST NE
KOOL PARK RD NE
36TH AV NE
35TH AV LN NE
36TH AV DR NE
14TH ST NE
12TH ST DR NE
34TH AV NE
35TH AV NE
34TH AV LN NE
33RD AV DR NE
33RD AV NE
14TH ST CR NE
15TH ST NE
32ND AV PL NE
9TH ST DR NE
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To: City Manager's Office

From: Office of Business Development – Planning and Development

Contact Person: Brian Frazier, Planning Director

Date: March 3, 2022

Re: Consideration of Rezoning Petition 22-03

REQUEST

Conduct a public hearing to consider Rezoning Petition 22-03.

BACKGROUND

Lat Purser and Associates, Inc., agent for the Horse Barn LLC, has submitted a petition requesting the consideration of rezoning property located at 4331 and 4405 North Center Street NE from R-2 Residential to Planned Development (PD).

ANALYSIS

The 19.424-acre property is zoned R-2 Residential, which permits detached single-family residential uses at a density of two (2) dwelling units per acre.

The petitioner has requested the property be rezoned to a residential planned development (PD). The planned development plan submitted as part of the petition, which is attached, depicts a build-out plan for two-hundred-ten (210) dwelling units. The proposed units consist of apartments and townhomes, which are proposed at a density of approximately ten (10) units per acre.

RECOMMENDATION

The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the developer's representative provided the Commission with an overview of the proposed development. Three others also spoke in favor of the petition. Over a dozen neighboring residents spoke in opposition of the petition citing stormwater runoff, traffic, property values, rental properties, and neighborhood characteristics.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted (6-2) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

CITIZEN INPUT

As of March 3, 2022, staff has received approximately two (2) dozen inquiries regarding this petition, in addition the developers three (3) community meetings.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian M. Frazier Initiating Department Head	3/3/2022 Date	Deputy City Attorney, A. Dula	3-8-22 Date
Asst. City Manager, R. Miller	3/7/22 Date	Asst. City Manager R. Beasley	3/7/22 Date
Finance Officer, M. Miller	3/7/22 Date		3-7-22 Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc.).

City Manager, W. Wood

3.09.22

Date

CITY OF HICKORY
APPLICATION FOR REZONING
(PLANNED DEVELOPMENT OR CONDITIONAL ZONING DISTRICT)

DATE SUBMITTED: 1-31-2022

TO THE PLANNING COMMISSION AND THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I (We), the undersigned, do hereby respectfully make application and petition to amend the Land Development Code and change the Zoning Map of the City of Hickory, as hereinafter requested, and in support of this application, the following facts are shown of the application and all required materials):

1. The property proposed to be rezoned is located on NC Highway 127

between 42nd Avenue N.W. and near 1st St. N.W.

PIN NO. (S): 3715 18 30 6570

Physical (Street) Address: n/a

2. The property is owned by: (please print) The Horse Barn, LLC

(Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

Owner Information:

Name: Larry Bowman

Address: P O Box 948

Phone Number: 828-244-7813

Email Address: labowman08@gmail.com

3. The petition is submitted by: Lat Purser & Associates, Inc.

(If the Petition is submitted by someone other than the owner, a letter from the owner(s) authorizing the agent to act on his or her behalf must be submitted with the application. This authorization must be signed and notarized by all owners having an interest in the subject property.)

Agent Information:

Name: Lat Purser & Associates, Inc., c/o Jack Levinson

Address: 4530 Park Road, Suite 410, Charlotte, NC 28209

Phone Number: 704-519-4241

4. It is desired and requested that the foregoing property be REZONED:

FROM: R-2 TO: PD

5. Please list any overlay districts that apply to the subject property: Watershed Protection Overlay District

6. Please list the current use(s) of the property: Vacant land, Barn with horses

7. Specify the acreage of the proposed development: Approx. 19.424 acres

8. Specify the intensity (gross square footage) and/or density (size and number of dwelling units) of the proposed development: See attached.

Additional Required information (40 folded copies of all support information must be provided)

Planned Development Districts

A Planned Development Master Land Use Plan must be submitted as part of all petitions to rezone to a Planned Development district. Such plan shall include maps and plans for the subject property at a scale not smaller than 1" – 200' that depicts the following items:

1. The name of the proposed Planned Development and the names of the developer and design professionals;
2. Scale, dimensions, date, north arrow;
3. Conceptual grading, site preparation and stormwater management;
4. General location, height, number of stories, floor area, orientation, setbacks and proposed land-uses of all structures;
5. Building elevations of all proposed buildings;
6. Open space (designate public or private), floor area, recreation space and impervious surface area necessary to demonstrate conformance with applicable requirements;
7. Landscaping and buffering;
8. Any proposed property subdivision, including proposed future property lines;
9. Primary vehicular and pedestrian circulation system including all proposed exclusive storage bays, turn lanes, vehicular and pedestrian cross access points, points of ingress and egress for principal pedestrian, vehicle, bicycle, and transit;
10. Proposed street layout (both public or private);

11. Location of all parking, loading, sanitation and recycling facilities; area and number of parking spaces in parking lots;

12. Location, character and intensity of all proposed outdoor lighting fixtures;

13. Location of all utility systems;

14. Location, height, dimensions and type of all signs; and

15. Locally or nationally recognized historic structures.

Conditional Zoning Districts

Conditional Zoning can be applied in conjunction with any base zoning district. Applicants petitioning to rezone to a conditional zoning district must meet all the requirements of the underlying zoning district. All applicants must include a list of additional conditions to be placed upon the subject property with their application. Depending on the complexity of the conditions proposed, a site plan similar to the Master Land Use Plan described above may be required.

Applicant's Affidavit

(All applications must be signed by all persons having an ownership interest in the subject property or include an agent authorization letter that includes the notarized signatures of all property owners)

I (We), the undersigned Applicant(s), hereby certify that the information contained herein and submitted in support of this application is true and correct.

Larry A. Brumagin
Signature of Applicant

Sworn and subscribed to before me this 12th day of January, 2022.

CHALSEY G SUMMEROW
(SEAL) Notary Public
North Carolina
Catawba County

Chalsey G Summerow
Notary Public

Aug 30th 2025
My Commission Expires

This Application must be submitted to the Planning Department by 5:00 p.m. on the last regular working day of the month preceding the meeting at which it is to be considered by the Planning Commission. Only complete applications will be accepted.

ZONING & PRELIMINARY DUE DILIGENCE CHART
UNIT MATRIX
DEVELOPMENT SUMMARY
PARKING SUMMARY
N CENTER STREET
EXISTING 60' ROW
42ND AVENUE DRIVE NW
EXISTING 60' ROW
BUILDING A
BUILDING B
BUILDING C
AMENITY BUILDING
AMENITY SPACE
N CENTER STREET COMMUNITY PROJECT
LAT PURSER & ASSOCIATES, INC
HICKORY, NORTH CAROLINA
SKETCH PLAN
LPA Lat Purser & Associates, Inc.
BB+M ARCHITECTURE
DESIGNS UNLTD., LLC
RESIDENTIAL DESIGN STUDIO
SEAMONWHITESIDE

COTTAGE VISION

COTTAGE VISION

ARCHITECTURAL PRECEDENT IMAGERY

LPA Lat Purser & Associates, Inc.

BB+M ARCHITECTURE

DESIGNS UNLTD., LLC RESIDENTIAL DESIGN STUDIO

SW SEAMONWHITESIDE

N CENTER STREET COMMUNITY PROJECT
LAT PURSER & ASSOCIATES, INC
HICKORY, NORTH CAROLINA
CL1185 | MEM | 02.16.2022

HICKORY
North Carolina
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HICKORY REGIONAL PLANNING COMMISSION
ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On February 23, 2022 the Hickory Regional Planning Commission conducted a Public Hearing for the purpose of considering Rezoning Petition 22-03. Upon consideration, the Hickory Regional Planning Commission found:

1. Consistency of the proposed zoning with the Hickory Comprehensive Land Use and Transportation Plan (Hickory by Choice 2030) and the stated Purpose and Intent of this Land Development Code.

   The general area is classified Low Density Residential by the Hickory by Choice 2030 Comprehensive Plan. (Note: The Hickory by Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.)

   The Hickory by Choice 2030 Comprehensive Plan states the following about Low Density Residential areas: "this classification is intended to provide an area of transition between higher density housing and the surrounding area by offering development at two (2) to four (4) units per acre, (HBC 2030, Pg. 3.9)."

   The proposed planned development is designed at a density of +/- 10 units per acre, which is higher than the densities recommended by the City's comprehensive plan, during its 2020 update.

   The Hickory by Choice 2030 Comprehensive Plan is intended to be a dynamic document, ... and revised, as needed over time. (HBC 2030, 12.2).

   The Hickory by Choice 2030 Comprehensive Plan has not been significantly updated during the past two (2) years, due to the COVID-19 pandemic and the substantial delay of obtainable 2020 US Census data, which includes changing demographics and development patterns.

   Such recent analysis of received 2020 US Census data fully confirms our population and workforce is growing at a significant rate.

   There is a clear and substantial need for additional housing units of varied forms to accommodate the growing population and labor force.

Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:

- Implement the Hickory by Choice 2030 Comprehensive Plan.

  The area under consideration for rezoning is indicated by the Hickory by Choice 2030 Comprehensive Plan as being a future residential area with residential densities between two (2) and four (4) units per acre.

- Preserve and protect land, air, water and environmental resources and property values.

  All improvements that are to take place on the property will be required to follow all applicable development regulations.

  Hickory by Choice 2020 (3.15.1.D) – "Employ strategic and street tree planting to enhance and complement adjoining uses and provide visual continuity along corridors and within centers".

  Hickory by Choice 2020 (3.15.1.F) – "Minimize the impacts of new development through public amenities and landscaping".

  Hickory by Choice 2030 (3.15.2.F) – "Ensure pedestrian scale routes are preserved and developed between neighboring housing and commercial centers".

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures.

  The subject property has access to a state-maintained roadway (NC 127), as well as water and sewer infrastructure (upon annexation). Staff also verified all other public services were available and would not be diminished with the future development of the subject property.

- Regulate the type and intensity of development; and

  The current land use pattern of the larger area consists almost entirely of single-family dwellings.

  Hickory by Choice 2030 (5.17.1.C) – "Minimize driveways on major thoroughfares for pedestrian and traffic safety".

  Hickory by Choice 2030 (5.18.4.G) – "Review roadway standards with NCDOT to ensure roadways meet local, regional and state goals".

- Ensure protection from fire, flood and other dangers.

  Any future development occurring on the subject property will be required to adhere to all federal, state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided to ensure surrounding residents, and property are properly protected, as prescribed by law.

2. Existing land uses within the general vicinity of the subject property **(Please refer to Maps 2 and 3 for details)**:

   - **North:** The properties are zoned R-2 Residential and are either occupied by single-family detached and single-family attached (townhomes) residences.

   - **South:** The properties are zoned R-2 Residential and are occupied by single-family detached and single-family attached (townhomes) residences.

   - **East:** The properties are zoned R-2 Residential and NC Neighborhood Commercial and are occupied by single-family detached residences and a vacant commercial building.

   - **West:** The properties are zoned R-2 and are either occupied by single-family detached residences or are vacant.

3. The suitability of the subject properties for the uses permitted under the existing and proposed zoning classification:

   The current land use pattern of the larger area consists largely of single-family residences, both attached and detached. The rezoning proposal contains both uses, but also contains multi-family residential (apartments) which are not currently present in the general vicinity.

   In addition to the new residential form (apartments) the general density (units per acre) of the development is greater than the surrounding area. The development proposal is planned at a density of +/- 10 units per acre. Most of the surrounding residential density is currently near 4 units per acre, except for the Timberwood Townhomes which are 8 units per acre.

   Hickory by Choice 2030 (4.1) – "... promote diversity and affordability in housing types ..."

   Hickory by Choice 2030 (4.6) – "... Hickory needs to accommodate a diverse housing stock to meet an increasingly diverse community demand ..."

Hickory by Choice 2030 (4.7) – "Provide a variety of housing options to meet the needs of all residents of Hickory".

Hickory by Choice 2030 (4.7) – "Unintended side effects of Hickory's inadequate housing options within the city limits are numerous".

Hickory by Choice 2030 (4.7) – "Ensure compatibility between single-family residential and higher density residential and non-residential land-uses".

Hickory by Choice 2030 (4.7) – "Hickory is dominated by single-family residential neighborhoods that want to preserve their residential character. However, the desire for the traditional development pattern of disconnected single-family residential neighborhoods is beginning to change. Hickory residents have revealed their desire to provide more connectivity and proximity to commercial uses, public spaces and facilities, and in some limited form higher density residential. This desire is predicated on adequate transitions of building size and use and buffering from non-residential uses or higher density residential areas that will retain the character of the single-family neighborhoods while allowing proximity to non-residential uses."

Hickory by Choice 2030 (4.9.1.C) – "Reflect neighborhood design characteristics in higher density housing infill".

Hickory by Choice 2030 (4.9.2.B) – "Enforce housing and property maintenance, sign animal control, littering and noise code".

Hickory by Choice 2030 (4.10.3.B) – "Provide a variety of housing options in all housing districts for aging in place options for seniors and for other for others…".

4. The extent to which zoning will detrimentally affect properties within the general vicinity of the subject property:

As outlined in item 3 above, the requested planned development zoning is both similar and dissimilar to the existing development in the vicinity. All proposed uses are residential in nature, but with varying forms and density.

As previously explained public services necessary to support the proposed development are in place. If the proposal is ultimately approved, any deficiencies not previously identified will be upgraded by the property developers in a manner satisfactory to the City of Hickory.

5. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire, and police protection to fall below acceptable levels.

   Public resources to provide critical public services are in place, or will be improved upon, to service the area. These services include public utilities, transportation infrastructure, and police and fire protection.

6. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

   The subject property is located within an area where the Hickory by Choice 2030 Comprehensive Plan anticipated continued residential development. The future use of the property is residential.

   Any future development that occurs of the subject property as the result of the zoning map amendment, will be required to be adhere to all regulations related to zoning, building and fire code, traffic, stormwater, etc., which will work in conjunction between agencies to ensure that the health and safety of residents and visitors are properly protected.

Based upon these findings, the Hickory Regional Planning Commission has found Rezoning Petition 22-03 to be consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan, and recommends Hickory City Council approval of the petition. This recommendation was affirmed by a 6-2 vote of the Hickory Regional Planning Commission.

BMc

Bill McBrayer, Chairman

2-23-22

Date

REZONING ANALYSIS

PETITION: 22-03

APPLICANT: Lat Purser & Associates, Inc.

OWNERS: The Horse Barn, LLC

PROPERTY LOCATION: 4331 and 4405 North Center Street

PIN: 3715-18-30-6570

WARD: The property is currently within Hickory's ETJ, but is adjacent to Ward 2, Councilwoman Williams. Should development occur on the property and require municipal services, annexation will be required.

ACREAGE: 19.424

REQUESTED ACTION: Rezone the property from R-2 Residential to Planned Development (PD).

BACKGROUND: The subject property is currently zoned R-2 Residential and is 19.424 acres in total size. The most recent use of the property has been animal husbandry. The current zoning district permits residential uses at a density of two (2) dwelling units per acre.

DEVELOPMENT POTENTIAL: The subject property is currently zoned R-2 Residential, and totals 19.424 acres in total size. The current R-2 zoning district primarily permits detached single-family residential uses at a density of four (4) dwelling units per acre.

The subject property is also located within the critical area of the Lake Hickory Water-Supply Watershed. Development intensities for properties located within the watershed are limited beyond what typical base zoning would require. Within this area development is placed into two categories: low density and high density. Low-density limits development to two (2) dwelling units per acre or 24% maximum impervious coverage. High-density development within this classification is all development beyond low-density and is limited to a maximum impervious coverage of 50%. Impervious coverage is defined by Section 4.5.4 of the Hickory Land Development Code. To summarize this definition, impervious coverage includes surfaces for which surface water cannot easily penetrate. This includes buildings, pavement, gravel areas, and similar covered surfaces.

If the subject property were to be developed using the water supply watershed standards, the property could theoretically yield thirty-eight (38) dwelling units or 203,066 square feet (4.7 acres) of impervious coverage under the low-density development option. Utilizing the high-density development option, the property could be developed to contain up to 423,054 square feet (9.7) acres of impervious surface. The proposed master plan depicts 37.45% total impervious area, which is less than the permissible maximum under the high-density development option.

The petitioner has requested the property be rezoned to a residential planned development (PD). The planned development plan submitted as part of the petition, which is attached depicts a build-out plan for two-hundred-ten (210) dwelling units.

The breakdowns are as follows:

Proposed Development Intensity		
Building Type	Unit Type	Unit Count
Multi-Family (Apartments)	1 Bedroom	99
	2 Bedroom	39
Townhomes	2 or 3 Bedroom	37
Townhome Duets	2 Bedroom	16
Cottages	1, 2 and 3 Bedroom	19
Total Proposed Units		**210**

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan (Hickory by Choice 2030)* and the stated Purpose and Intent of this Land Development Code.

   The general area is classified Low Density Residential by the Hickory by Choice 2030 Comprehensive Plan. (Note: The Hickory by Choice 2030 Comprehensive Plan's Future Land Use map does not contain parcel line data, as the general boundaries of the land use categories are not concrete.) **(Please refer to Map 1 for detail)**.

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   Such recent analysis of received 2020 US Census data fully confirms Hickory's population and workforce is growing at a significant rate.

   There is a clear and substantial need for additional housing units of varied forms to accommodate the growing population and labor force.

   Given these factors, the rezoning of the property to Planned Development (PD) should be considered consistent with the findings and recommendations of the Hickory by Choice (2030) Comprehensive Plan.

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RECOMMENDED ACTION:

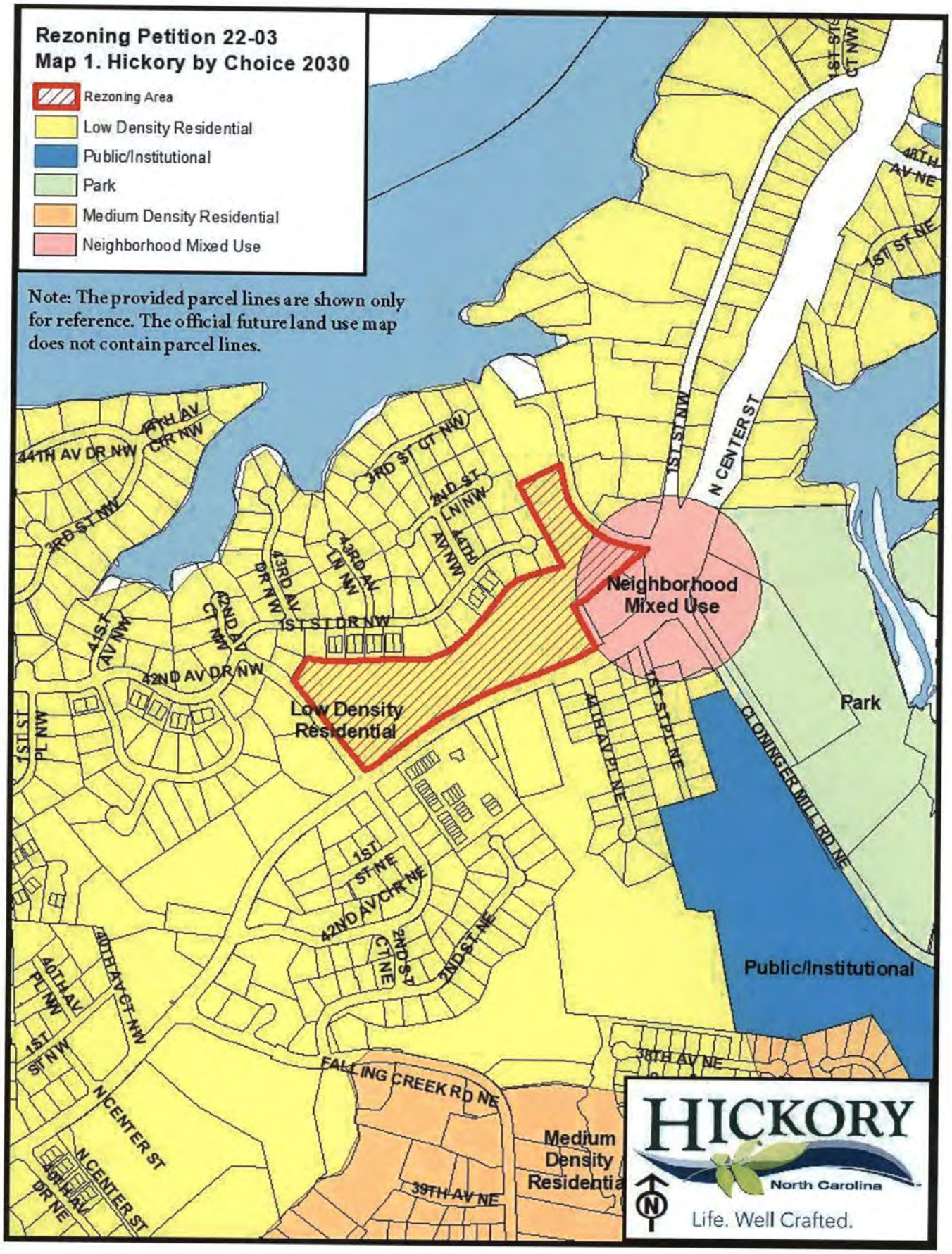
The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the developer's representative provided the Commission with an overview of the proposed development. Three others also spoke in favor of the petition. Over a dozen neighboring residents spoke in opposition of the petition citing stormwater runoff, traffic, property values, rental properties and neighborhood characteristics.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its

findings, the Hickory Regional Planning Commission voted (6-2) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

CITIZEN INPUT:

As of March 3, 2022, staff has received approximately two (2) dozen inquiries regarding this petition, in addition the developers two (2) community meetings.


Rezoning Petition 22-03
Map 1. Hickory by Choice 2030
Rezoning Area
Low Density Residential
Public/Institutional
Park
Medium Density Residential
Neighborhood Mixed Use
Note: The provided parcel lines are shown only for reference. The official future land use map does not contain parcel lines.
Neighborhood Mixed Use
Low Density Residential
Park
Public/Institutional
Medium Density Residential
N CENTER ST
1ST ST NW
1ST ST NE
4TH AV NE
44TH AV DR NW
45TH AV CIR NW
3RD ST NW
3RD ST CT NW
2ND ST LN NW
44TH AV NW
42ND AV LN NW
43RD AV DR NW
42ND AV CT NW
41ST AV NW
1ST ST DR NW
42ND AV DR NW
1ST ST PL NW
41ST AV PL NE
1ST ST PL NE
CLONINGER MILL RD NE
1ST ST NE
42ND AV CIR NE
2ND ST CT NE
2ND ST NE
40TH AV CT NW
40TH AV PL NW
1ST ST NW
FALLING CREEK RD NE
38TH AV NE
39TH AV NE
N CENTER ST
40TH AV DR NE
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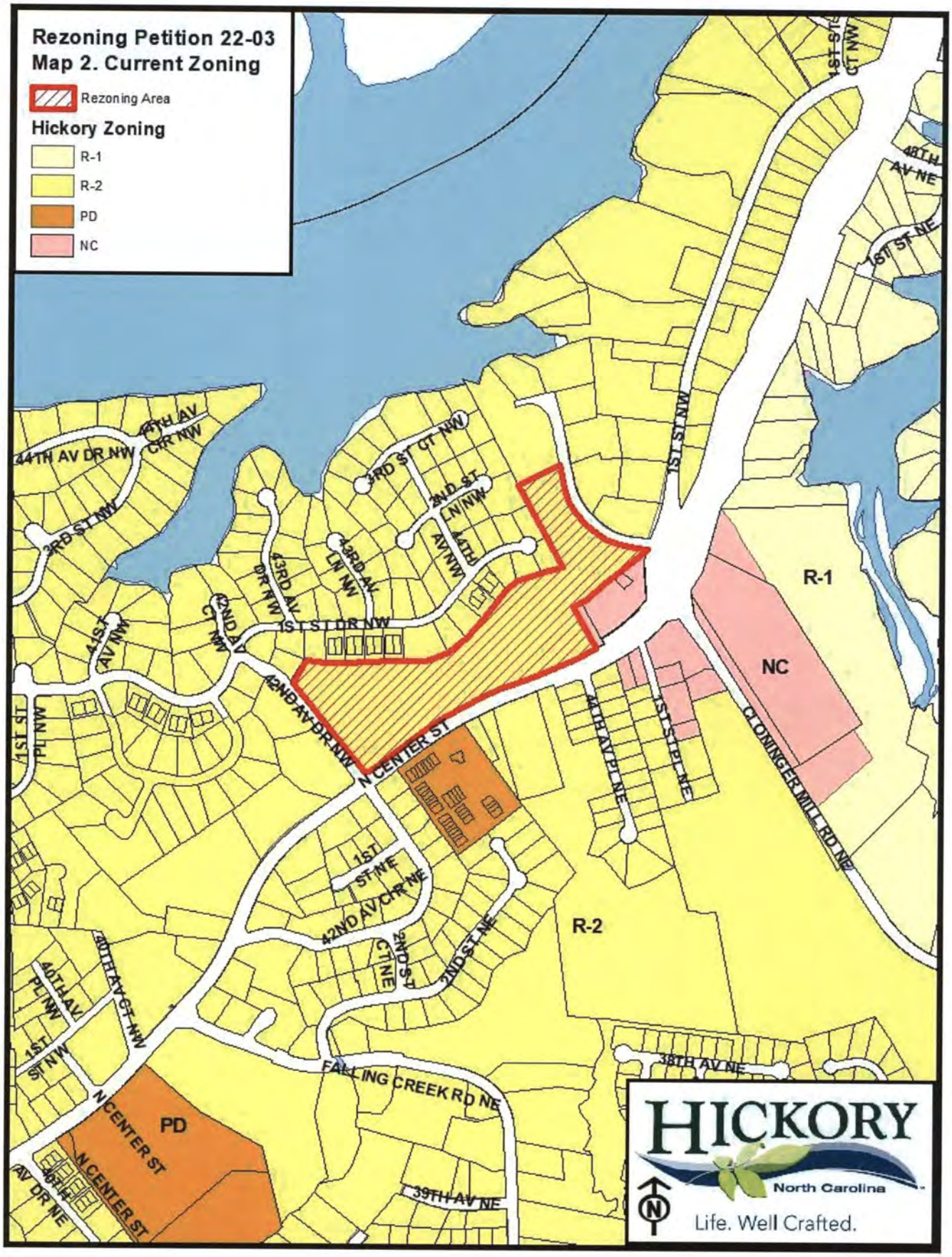
Rezoning Petition 22-03
Map 2. Current Zoning
Rezoning Area
Hickory Zoning
R-1
R-2
PD
NC
R-1
NC
R-2
PD
44TH AV DR NW
44TH AV CIR NW
3RD ST NW
3RD ST CT NW
2ND ST LN NW
44TH AV NW
43RD AV LN NW
43RD AV DR NW
42ND AV CT NW
41ST AV NW
1ST ST DR NW
42ND AV DR NW
N CENTER ST
1ST ST PL NW
1ST ST NE
42ND AV CIR NE
2ND ST CT NE
2ND ST NE
40TH AV PL NW
40TH AV CT NW
1ST ST NW
FALLING CREEK RD NE
38TH AV NE
39TH AV NE
40TH AV DR NE
1ST ST NW
1ST ST CT NW
48TH AV NE
1ST ST NE
44TH AV PL NE
1ST ST PL NE
CLONINGER MILL RD NE
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Rezoning Petition 22-03
Map 3. Aerial Photography
Rezoning Area
N CENTER ST
42ND AV DR NW
FALLING CREEK RD NE
39TH AV NE
38TH AV NE
CLONINGER MILL RD NE
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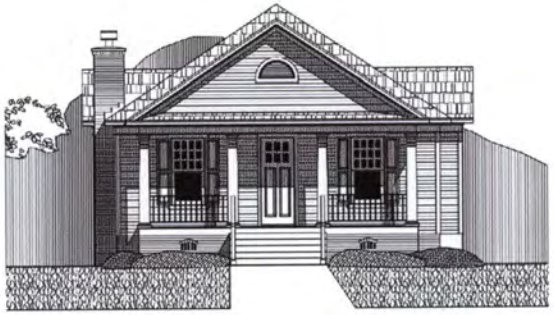
ZONING & PRELIMINARY DUE DILIGENCE CHART
UNIT MATRIX
DEVELOPMENT SUMMARY
PARKING SUMMARY
BUILDING A
BUILDING B
BUILDING C
AMENITY BUILDING
AMENITY SPACE
N CENTER STREET
EXISTING 60' ROW
42ND AVENUE DRIVE NW
EXISTING 60' ROW
SKETCH PLAN
N CENTER STREET COMMUNITY PROJECT
LAT PURSER & ASSOCIATES, INC
HICKORY, NORTH CAROLINA
BB+M ARCHITECTURE
DESIGNS UNLTD., LLC
RESIDENTIAL DESIGN STUDIO
SW SEAMONWHITESIDE
Lat Purser & Associates, Inc.



COTTAGE VISION

COTTAGE VISION

ARCHITECTURAL PRECEDENT IMAGERY

LPA Lat Purser & Associates, Inc.

BB+M ARCHITECTURE

DESIGNS UNLTD., LLC RESIDENTIAL DESIGN STUDIO

SW SEAMONWHITESIDE

N CENTER STREET COMMUNITY PROJECT
LAT PURSER & ASSOCIATES, INC
HICKORY, NORTH CAROLINA
CL1185 | MEM | 02.16.2022

ORDINANCE NO. _____

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE +/- 19.424 ACRES OF PROPERTY LOCATED AT 4331 AND 4405 NORTH CENTER STREET FROM R-2 RESIDENTIAL TO PLANNED DEVELOPMENT (PD)

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone +/- 19.424 acres of property located at 4331 and 4405 North Center Street, more particularly described on **Exhibit A** attached hereto, to allow a Planned Development Residential; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on February 23, 2022, and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires findings the proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 22-03 to be in conformance with the Hickory by Choice 2030 Comprehensive Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HICKORY, NORTH CAROLINA, THAT THE REZONING OF PROPERTY LOCATED AT 4331 AND 4405 NORTH CENTER STREET, DESCRIBED IN EXHIBIT A IS APPROVED.

SECTION 1. Findings of fact.

1. The subject property is located at 4331 and 4405 North Center Street and identified as PIN 3715-18-30-6570.

2. The rezoning request is intended to further implement the findings and recommendations of the *Hickory by Choice 2030 Comprehensive Plan.*

3. The rezoning of the property is consistent with the *Hickory by Choice 2030 Comprehensive Plan.*

SECTION 2. All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 3. Statement of Consistency and Reasonableness

Upon considering the matter, the Hickory City Council found:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan (Hickory by Choice 2030)* and the stated Purpose and Intent of this Land Development Code;

The general area is classified Low Density Residential by the Hickory by Choice 2030 Comprehensive Plan.

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Such recent analysis of received 2020 US Census data fully confirms Hickory's population and workforce is growing at a significant rate.

There is a clear and substantial need for additional housing units of varied forms to accommodate the growing population and labor force.

Given these factors, the rezoning of the property to Planned Development (PD) should be considered consistent with the findings and recommendations of the Hickory by Choice (2030) Comprehensive Plan.

Based upon these findings, the Hickory City Council has found Rezoning Petition 22-03 to be reasonable, but inconsistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

ORDAINED by the City Council of Hickory, North Carolina, this, the _____ day of _____, 2022.

(SEAL)

THE CITY OF HICKORY, a
North Carolina Municipal Corporation

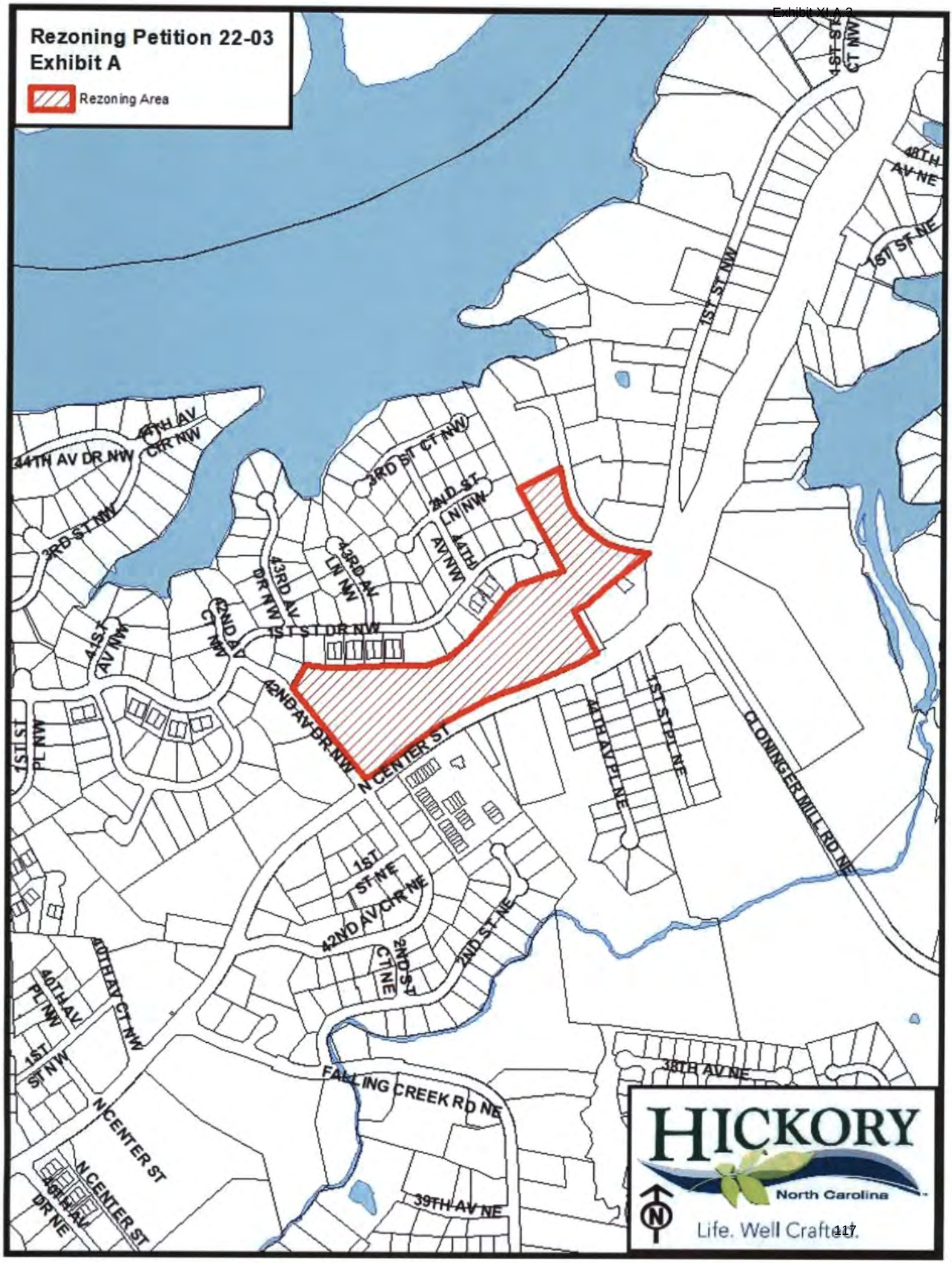
Attest:

By: _____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

Approved as to form this _____ day of _____, 2022.

_____
Attorney for the City of Hickory


Rezoning Petition 22-03
Exhibit A
Rezoning Area
HICKORY
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1ST ST NW
48TH AV NE
1ST ST NE
44TH AV DR NW
47TH AV CIR NW
3RD ST NW
3RD ST CT NW
2ND ST LN NW
44TH AV NW
43RD AV LN NW
43RD AV DR NW
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38TH AV NE
39TH AV NE
N CENTER ST
49TH AV DR NE

To: City Manager's Office

From: Office of Business Development, Planning Division

Contact Person: Brian Frazier, Planning Director

Date: March 3, 2022

Re: Voluntary contiguous annexation of property owned by Startown Holdings, LLC and REC Group, LLC.

REQUEST

Consideration of the voluntary contiguous annexation of 8.866 acres of property located off of Startown Road between Short Road and Robinwood Road. This property is identified as PINs 372116949674 and 371116946567.

BACKGROUND

Startown Holdings, LLC and REC Group, LLC have petitioned for the voluntary contiguous annexation of 8.866 acres of property located off of Startown Road between Short Road and Robinwood Road. The subject properties are currently located within Catawba County's jurisdiction and zoned R-20 Residential. The annexation is being requested to gain access to city services.

ANALYSIS

The subject property is currently zoned R-20 Residential by Catawba County and is 8.866 acres in total size. The current county R-20 zoning district permits residential uses at a density of two (2) dwelling units per acre.

The subject properties are currently vacant; however, the intention is to develop the properties, along with other property, for the continuation of the Preston Ridge apartments, which totals 168 units, 48 of which are to be located on the subject properties.

The current tax value of the property is $53,200.00. If annexed with its present value, the property would generate additional tax revenues of $334.00. The future planned development will substantially increase the tax value of the properties.

Upon analysis, staff has determined the petition meets the statutory requirements for voluntary contiguous annexation, and adequate public services are available.

RECOMMENDATION

Staff finds the petition to be in conformity with applicable statutes and recommends approval of the petition.

BUDGET ANALYSIS:

Budgetary Action
Is a Budget Amendment required?

Yes	No
☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian Frazier — Initiating Department Head — 3/3/2022 Date

Asst. City Manager R. Miller — 3/7/22 Date

Finance Officer, M. Miller — 3/7/22 Date

_____ — Date

Deputy City Attorney, A. Dula — 3-8-22 Date

Asst. City Manager, R. Beasley — 3/7/22 Date

Deputy Finance Officer, Cameron McHargue — 3-7-22 Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc).

City Manager, Warren Wood

3.9.22
Date

CITY OF HICKORY
APPLICATION FOR [redacted] VOLUNTARY ANNEXATION

DATE SUBMITTED: 1/31/2022

TO THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I (We), the undersigned, do hereby respectfully make application and petition for future voluntary annexation into the municipal limits of the City of Hickory.

1. The property be future voluntarily annexed is located on Short Rd. between Short Rd. and Robinwood Rd. and is shown in more detail on the attached survey.

   PIN NO. (S): 3721169496 74

   Physical (Street) Address: N/A

2. The property is owned by: (please print) _____
   (Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

   Owner Information:

   Name: Startown Holdings, LLC

   Address: 4530 Park Rd. Charlotte, NC 28209 - Suite 410

   Phone Number: 704-519-4200

3. The petition is submitted by: Eric Yeargain
   (If the Petition is submitted by someone other than the owner, the attached agent authorization must be signed, notarized and submitted from the owner(s) authorizing the agent to act on his behalf.)

   Agent Information:

   Name: Eric Yeargain

   Address: 3050 1st Ave Ct SE Hickory, NC 28602

   Phone Number: 828-324-6774

4. If future annexation is approved by the Hickory City Council, the applicant agrees to enter into a legally binding annexation agreement that will authorize the City of Hickory to annex the property(s) once the City feels such an annexation is feasible.

5. If annexation is approved by the Hickory City Council, and if the property(s) is not currently zoned by the City of Hickory, the applicant would request that the property be placed into a Planned Development zoning district.

6. **WATER AND SEWER AVAILABLILTY AND CONNECTIONS**

We, the undersigned property owner(s), herby understand and agree we shall be responsible for all costs associated with providing for extensions and/or connections to the City of Hickory public utility system (water and sewer). This includes all design, permitting, construction, legal and applicable City of Hickory Tap Fees. Furthermore, we shall be responsible for obtaining any and all necessary easements and encroachment agreements needed to provide for such extensions or connections and provide those to the City of Hickory as appropriate.

The undersigned owner further acknowledges, they shall be responsible for any future utility extensions required to serve the property due to subdivision of the property.

7. **APPLICANT'S AFFIDAVIT**

We, the undersigned property owners(s), hereby certify that the information contained herein and submitted in support of this application is true and correct and the property owner's list and associated envelopes were obtained using the most recent Tax Office property information and are true, correct and complete.

Startown Holdings LLC
By Lat W Purser III, Manager
Printed Name of Property Owner(s)

Signature of Property Owner(s)

4530 Park Rd, Ste 410, Charlotte NC 28209
Address of Property Owner(s)

704-519-4213
Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

State of North Carolina – County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that Lat W. Purser III personally came before me this day an acknowledged the he / ~~she~~ is the Manager of Startown Holdings, LLC ~~corporation~~ / limited liability corporation / ~~general partnership / limited partnership~~ (strike through the inapplicable), and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its mane on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 31st day of January, 2022.

My Commission Expires: 08-02-2025

Notary Public

SUSAN J WILSON
Notary Public
North Carolina
Catawba County

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Limited Liability Company

Legal Name
Startown Holdings LLC

Information

SosId: 1765960
Status: Current-Active ⓘ
Date Formed: 10/29/2018
Citizenship: Domestic
Annual Report Due Date: April 15th
Current**Annual Report Status:**
Registered Agent: Purser, Lat W, III

Addresses

Mailing
4530 Park Rd Suite 410
Charlotte, NC 28209-3790

Principal Office
4530 Park Rd Suite 410
Charlotte, NC 28209-3790

Reg Office
4530 Park Road, Suite 410
Charlotte, NC 28209

Reg Mailing
4530 Park Road, Suite 410
Charlotte, NC 28209

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Manager
Lat W Purser , III
4530 Park Rd Suite 410
Charlotte NC 28209-3790

FILED Catawba County
on Jan 15, 2019 at 02:22:00 pm
Excise Tax $0.00 (AT)
INST. # 00735
DONNA HICKS SPENCER,
Register of Deeds
Bk 03488 Pg 1128-1131

SPECIAL WARRANTY DEED

Excise Tax: NO REVENUE
Tax Parcel ID No. _____ Verified by _____ County
on the ____ day of _____, 20____ By: _____

Mail/Box to: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28603

This instrument was prepared by: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28603

Brief description for the Index: _____

THIS DEED, made this the 15 day of January, 2019, by and between

GRANTOR: **REC GROUP, LLC, a North Carolina limited liability company**
whose mailing address is **P.O. Box 3916, Hickory, NC 28603**
(herein referred to as **Grantor**) and

GRANTEE: **STARTOWN HOLDINGS LLC, a North Carolina limited liability company**
whose mailing address is **P.O. Box 3916, Hickory, NC 28603**
(herein referred to as **Grantee**).

[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the County of **Catawba**, State of North Carolina, more particularly described as follows:

See Exhibit A

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book _____, Page _____, and being reflected on plat(s) recorded in Map/Plat Book _____, page/slide _____.

All or a portion of the property herein conveyed ___ includes or _X_ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

242338.2

A

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions and Reservations: 1129

1. This conveyance is made subject to restrictive covenants and encumbrances of record, and to any and all easements and rights-of-way on location on the above-described property heretofore granted or existing in favor of any individuals, corporations, public or private associations of individuals, public utilities, and governmental agents, commissions or departments for the purpose of constructing, erecting, laying, building or maintaining any streets, roads, highways, signs, service alleys, power lines or poles, gas lines, water lines, lines for pipes or sewer lines and any and all other similar or related public or private utility service facilities or otherwise.
2. Matters of Survey.
3. 2019 Ad Valorem Taxes.

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

REC GROUP, LLC

By: _____
J. Clayton Neill, Member/Manager

State of North Carolina
County of Catawba

(Official/Notarial Seal)

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document:

J. Clayton Neill, Member/Manager of REC Group, LLC

Date: 1/15/2019

_____ Notary Public
Notary's Printed or Typed Name

My Commission Expires: 01/01/2025

SHERRY A. HOLLAR
Notary Public
Catawba County
NORTH CAROLINA

242338.2

EXHIBIT A

TRACT ONE: 1130

Parcel One: (3711-12-95-4256)

Being all of the 11.936 acre parcel as shown on Plat Book 75, Page 105, Catawba County Registry to which reference is hereby made.

Being also described as follows:

BEGINNING on a railroad spike set in the pavement of N.C. State Road No. 1166, said spike being 6.2 feet from the south edge of the pavement of said road and said spike marking the northeast corner of that certain property now, or formerly owned by Frank L. Whitener and runs thence from said Beginning Point within the right of way of N.C. State Road No. 1166, North 49° 56' 38" East 372.89 feet to a railroad spike; thence continuing in said right of way, North 37° 01' East 404.98 feet to a railroad spike located 1.6 feet from the northern edge of the pavement of said N.C. State Road No. 1166; thence a new line, South 51° 38' East, 163.41 feet passing an iron pin delineating the southern right-of-way margin of N.C. State Road No. 1166 at 38.40 feet, a total distance of 163.41 feet to an iron pin; running thence South 51° 37' 55" East 328.09 feet to a point; thence another new line, South 20° 43' 47" West 390.12 feet to an iron pin; thence another new line crossing a creek, North 84° 05' 02" West 74.71 feet to an iron pin; thence another new line, South 22° 41' 41" West 274.11 feet to an iron pin on the northern line of that certain property now, or formerly, owned by the John Whitener Estate; thence with that northern line, North 84° 00' West 491.21 feet to an iron pin in the center of an old roadbed; thence with the centerline of said old roadbed, a private access road, North 23° 04' 47" West 352.50 feet to the point and place of Beginning containing 11.935 acres.

The foregoing description is taken from a survey prepared by James D. Ferguson dated May 30, 2017 entitled "REC Group, LLC".

The foregoing conveyance is also made subject to the right of way for N.C. State Road No. 1166 along its northernmost boundary and for a private access road along the westernmost boundary.

Parcel Two (3711-12-95-9560 and also formerly 3712-09-05-3407)

BEGINNING at an iron pin at the center of N.C. State Road No. 1005, the same being the northwest corner of Patsy R. Smith (Deed Book 1999, Page 923, Catawba County Registry); and running thence with the following calls and distances: South 7° 44' 49" West 272.58 feet to an iron pin; continuing thence South 62° 18' 41" East 77.68 feet to an iron pin, set in the line of Dennis E. Bollinger (2004 E 979); continuing thence with the line of Bollinger the following calls and distances: South 38° 29' 38" West 85.60 feet and South 8° 18' 30" West 646.19 feet to an iron pin set in the northern line of Bowman Rentals, LLC (Deed Book 2568, Page 1, Catawba County Registry); thence with the line of Bowman Rentals, LLC, the following calls and distances: North 89° 21' 06" West 29.90 feet to a flat iron; and thence North 84° 24' 00" West 320.98 feet to a point; continuing thence North 83° 58' 09" West 230.42 feet to a point set in the line of Munday; continuing thence with the line of Munday as shown in Plat Book 68, Page 16, Catawba County Registry, the following calls and distances: North 22° 41' 41" East 274.11 feet; South 84° 05' 02" East 74.71 feet; North 20° 43' 47" East 390.12 feet and North 51° 37' 55" West 328.09 feet to a ¾ iron pin set in the line of Catawba County (Deed Book 3255, Page 606, Catawba County Registry); running thence with the Catawba County line North 40° 13' 54" East 180.63 feet to a point in the southern

242338.2

line of Ray Burris Heirs (Deed Book 2860, Page 1712, Catawba County Registry); running thence with the line of the Burris Heirs, the following calls and distances: South 49° 37' 41" East 199.86 feet to an iron pin; continuing thence North 41° 47' 59" East 326.67 feet to a point in the centerline of Startown Highway; continuing thence with the centerline of Startown Highway South 53° 07' 49" East 181.89 feet to the point and place of beginning and being a total of 10.885 acres according to the survey of REC Group, LLC by James D. Ferguson, Registered Land Survey and being dated May 30, 2017 to which reference is hereby made for greater certainty in description.

Parcel Three: (3711-12-95-9875) 1131

BEGINNING at a point set in the middle of the Hickory-Startown Hard Surface Highway (now known as Startown Road SR 1005) and also being the northeast corner of property owned by Catawba County being the 2.503 acres tract as described in Plat Book 50, Page 168, Catawba County Registry; and running thence with the Eastern line of Catawba County South 40° 13' 54" West 317.46 feet to a point set in the northern line of Tract One (Deed Book 2182, Page 1681, Catawba County Registry); and running thence with the northern line of that Tract South 49° 37' 41" East 199.86 feet to an iron pin; continuing thence North 41° 47' 59" East 326.67 feet to a point set in the centerline of Startown Road; and running thence with the centerline of Startown Road North 52° 07' 36" West 208.97 feet to the point and place of Beginning and being all of the property described in Deed Book 2860, Page 1712, Catawba County Registry and being all of Parcel No. 3711-12-95-9875 and being a total of 1.51 acres according to a survey entitled "Property of REC Group, LLC", prepared by James D. Ferguson and being dated May 30, 2017.

BACK REFERENCE TO TITLE: See Deed recorded in Book 3435, Page 1020; Deed recorded in Book 3435, Page 1014; AND Deed recorded in Book 3435, Page 1024, Catawba County Registry.

TRACT TWO: (PIN 3721-16-94-9674)

BEING all of Lot 1, that being 2.677 acres according to the Plat entitled "Property of Bowman Rentals, LLC Recombination/Exempt Plat" prepared by James D. Ferguson being dated October 10, 2018 and recorded in Plat Book 78, Page 160, Catawba County Registry to which reference is hereby made for greater certainty in description.

The prior Grantor has reserved unto itself a Sewer Easement of 25' for sewer purposes. Said Easement running 25' from the eastern boundary line of Lot 1, the entire length of the Boundary Line, as it abuts Bowman Rentals, LLC's remaining property line as said property line is shown on said Plat recorded in Plat Book 78, Page 160, Catawba County Registry. In the event the adjoining property owned by prior Grantor (Bowman Rentals, LLC) is served by sewer at a different location and a sewer line is not installed in this Reserved Sewer Easement Area, then in that event this Sewer Easement Reservation is no longer necessary (See Deed Book 3478, Page 1097 for details).

FOR BACK REFERENCE TO TITLE: See Deed Book 2568, Page 1 and Book 3478, Page 1097, Catawba County Registry.

SAMPLE

242338.2

CITY OF HICKORY
APPLICATION FOR [redacted] VOLUNTARY ANNEXATION

DATE SUBMITTED: 1/31/2022

TO THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I (We), the undersigned, do hereby respectfully make application and petition for future voluntary annexation into the municipal limits of the City of Hickory.

1. The property be future voluntarily annexed is located on Short Rd between Short Rd. and Robinwood Rd and is shown in more detail on the attached survey.

   PIN NO. (S): 37111654656 7

   Physical (Street) Address: N/A

2. The property is owned by: (please print) _____
   (Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

   Owner Information:

   Name: REC Group, LLC

   Address: PO Box 3916 Hickory NC 28603

   Phone Number: 828-324-6774

3. The petition is submitted by: Eric Yeargain
   (If the Petition is submitted by someone other than the owner, the attached agent authorization must be signed, notarized and submitted from the owner(s) authorizing the agent to act on his behalf.)

   Agent Information:

   Name: Eric Yeargain

   Address: 3050 1st Ave Ct SE Hickory, NC 28602

   Phone Number: 828-324-6774

4. If future annexation is approved by the Hickory City Council, the applicant agrees to enter into a legally binding annexation agreement that will authorize the City of Hickory to annex the property(s) once the City feels such an annexation is feasible.

5. If annexation is approved by the Hickory City Council, and if the property(s) is not currently zoned by the City of Hickory, the applicant would request that the property be placed into a Planned Development zoning district.

6. **WATER AND SEWER AVAILABLILTY AND CONNECTIONS**

We, the undersigned property owner(s), herby understand and agree we shall be responsible for all costs associated with providing for extensions and/or connections to the City of Hickory public utility system (water and sewer). This includes all design, permitting, construction, legal and applicable City of Hickory Tap Fees. Furthermore, we shall be responsible for obtaining any and all necessary easements and encroachment agreements needed to provide for such extensions or connections and provide those to the City of Hickory as appropriate.

The undersigned owner further acknowledges, they shall be responsible for any future utility extensions required to serve the property due to subdivision of the property.

7. **APPLICANT'S AFFIDAVIT**

We, the undersigned property owners(s), hereby certify that the information contained herein and submitted in support of this application is true and correct and the property owner's list and associated envelopes were obtained using the most recent Tax Office property information and are true, correct and complete.

J Clayton Neill
Printed Name of Property Owner(s)

Signature of Property Owner(s)

PO Box 3916 Hickory NC 28603
Address of Property Owner(s)

828-324-6774
Telephone Number of Property Owner(s)

(Please choose the appropriate notary block)

State of North Carolina – County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of this foregoing instrument for the purposes expressed herein. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

State of North Carolina – County of Catawba

I, the undersigned Notary Public of the County and State aforesaid, certify that J. Clayton Neill personally came before me this day an acknowledged the he / she is the Managing Member of REC Group LLC ~~corporation~~ / limited liability corporation / ~~general partnership~~ / ~~limited partnership~~ (strike through the inapplicable), and that by authority duly given and as the act of such entity he /she signed the foregoing instrument in its mane on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 27th day of January, 2022.

My Commission Expires: 08-02-2025

Notary Public Susan J Wilson

SUSAN J WILSON
Notary Public
North Carolina
Catawba County

Exhibit XI.A.4.

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Limited Liability Company

Legal Name
REC Group, LLC

Information

SosId: 1155893
Status: Current-Active ⓘ
Date Formed: 6/23/2010
Citizenship: Domestic
Annual Report Due Date: April 15th
Current**Annual Report Status:**
Registered Agent: Neill, J. Clayton

Addresses

Principal Office
3050 1st Ave., Ct. SE
Hickory, NC 28602-4043

Reg Office
3050 1st Ave., Ct. SE
Hickory, NC 28602-4043

Reg Mailing
P.O. Box 3916
Hickory, NC 28603

Mailing
PO Box 3916
Hickory, NC 28603-3916

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Manager
James Clayton Neill
P.O. Box 3916
Hickory NC 28603

FILED Catawba County
on Jul 31, 2019 at 09:39:00 am
Excise Tax $264.00 (AT)
INST. # 12949
DONNA HICKS SPENCER,
Register of Deeds
BK 03518 Pg 1465-1469

SPECIAL WARRANTY DEED

Excise Tax: $264.00

Tax Parcel ID No: 3711-16-94-3231; 3711-16-94-6567; 3711-16-94-1891 & 3711-16-84-9988 Verified by_____ County on the ___ day of_____, 20___ By:_____

Mail/Box to: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28603

This instrument was prepared by: Terry M. Taylor, Attorney at Law, P.O. Drawer 2428, Hickory, NC 28603

Brief description for the Index: _____

THIS DEED, made this the 29th day of July, 2019, by and between

GRANTOR: **FRANK LEE WHITENER, a/k/a FRANK WHITENER and wife, LINDA R. WHITENER, a/k/a LINDA WHITENER**
whose mailing address is **2994 Lutz Boulevard, Newton, NC 28658**
(herein referred to collectively as **Grantor**) and

GRANTEE: **REC GROUP, LLC, a North Carolina limited liability company**
whose mailing address is **P.O. Box 3916, Hickory, NC 28603**
(herein referred to as **Grantee**).

[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the **Hickory** Township, County of **Catawba**, State of North Carolina, more particularly described as follows:

See Exhibit A

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book _____, Page _____, and being reflected on plat(s) recorded in Map/Plat Book _____, Page _____.

All or a portion of the property herein conveyed ___ includes or _X_ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

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5

And Grantor hereby warrants that Grantor has done nothing to impair the title as received by Grantor and that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is made subject to the following Exceptions and Reservations:

1. **All easements, restrictions, and rights-of-way of record.** 1466
2. **2019 Ad Valorem Taxes.**
3. **Any local, county, state or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.**

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Frank Lee Whitener a/k/a Frank Whitener (SEAL)
Frank Lee Whitener, a/k/a Frank Whitener

Linda R. Whitener a/k/a Linda Whitener (SEAL)
Linda R. Whitener, a/k/a Linda Whitener

State of North Carolina
County of Catawba

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document:

Frank Lee Whitener, a/k/a Frank Whitener

Date: 7/29/2019 Christina McKean
Christina McKean Notary Public
Notary's Printed or Typed Name

My Commission Expires: 6/4/2022

(Official/Notarial Seal)
CHRISTINA McKEAN NOTARY PUBLIC ALEXANDER COUNTY, NC

State of North Carolina
County of Catawba

I certify that the following person personally appeared before me this day, each acknowledging to me that she signed the foregoing document:

Linda R. Whitener, a/k/a Linda Whitener

Date: 7/29/2019 Christina McKean
Christina McKean Notary Public
Notary's Printed or Typed Name

My Commission Expires: 6/4/2022

(Official/Notarial Seal)
CHRISTINA McKEAN NOTARY PUBLIC ALEXANDER COUNTY, NC

VOID

248584.1

EXHIBIT A

1467

TRACT ONE (3711-16-94-3231):

BEGINNING on an iron pipe in the center of a 45-foot right-of-way leading Northwest from the John Whitener Estate Property to S.R. No. 1166, being the common corner of Lots 2B and 2C in the line of Lot 3, and being at the point where said 45-foot right-of-way ends on the Western line of Lot 3, AND RUNS THENCE with the line of Lot 2C the following 4 courses and distances: (1) South 9° 48' 28" East 38.21 feet to an iron pipe in the Southern margin of said 45-foot right-of-way; (2) South 40° 47' 15" East 108.05 feet to an iron pipe; (3) South 28° 07' 06" West 200.77 feet to an iron pipe; (4) South 5° 18' 19" West 583.10 feet to an iron pipe in the Northern line of Ralph D. Kanupp (Book 897, Page 359); THENCE with Kanupp's line, South 84° 24' 2" East 303.34 feet to an iron pipe, Christine Propst's Northwest corner (Book 651, Page 162); THENCE with Propst's line, South 85° 39' 54" East 524.51 feet to an iron pipe, the control corner, and being Claude Simmons' Southwest corner (Book 744, Page 113); THENCE with Simmons' line, North 4° 51' 39" East 254.39 feet to an iron pipe, a control corner, and being the Southwest corner of Pearl B. Deaton Heirs (80E-389); THENCE with the Deaton Heirs line, North 8° 56' 27" East 1172.26 feet to an iron pipe in the line of David Burris (Book 1181, Page 246); THENCE with the Burris line, North 81° 56' 3" West 230.4 feet to an iron pipe, Cecil Munday's Southeast corner (Book 1380, Page 569); THENCE with Munday's line, North 82° 14' 24" West 237.15 feet to an iron pipe, Frank Whitener's old Northeast corner (Book 988, Page 302); THENCE with Frank Whitener's old line, South 34° 26' 51" West 287.6 feet to an iron pipe; THENCE, still with Frank Whitener's old line, North 39° 33' 58" West 130.5 feet to an iron pipe, George Whitener's old corner (Book 988, Page 303); THENCE with George Whitener's old line, South 65° 27' 14" West 231.68 feet to an iron pipe in the line of Lot 2B; THENCE with the line of 2B, the following 2 courses and distances: (1) South 33° 29' 30" West 127.63 feet to an iron pipe; (2) South 9° 48' 28" East 154.81 feet to an iron pipe in the center of a 45-foot right-of-way, the point of Beginning.

The same being Lot 3 (containing 26.608 ac) of the John L. Whitener Estate Property, as shown on map by Bolch Surveying Co. dated May 20, 1991, and recorded in Map Book 29, Page 132, Catawba County Registry.

THIS CONVEYANCE IS MADE SUBJECT TO a 45-foot right-of-way and easement running along property lines to afford access to State Road No. 1166, as shown on map of the John L. Whitener Estate Property, recorded in Map Book 29, Page 132, Catawba County Registry.

GRANTEES, their heirs and assigns, are granted a perpetual right-of-way and easement for ingress and egress along a 45-foot right-of-way running along property lines to afford access to and from State Road No. 1166, as shown on map of the John L. Whitener Estate Property, recorded in Map Book 29, Page 132, Catawba County Registry, which right-of-way and easement shall run with the land.

LESS AND EXCEPTING THE FOLLOWING:

BEING all of Lot 1, that being 6.181 acres according to the Plat entitled "Property of Frank L. Whitener and wife, Linda R. Whitener Amended Recombination/Exempt Plat" prepared by James D. Ferguson being dated October 29, 2018 and recorded in Plat Book 78, Page 169, Catawba County Registry to which reference is hereby made for greater certainty in description.

Being all of Catawba County PIN No. 3711-16-94-3231 and having an address of 2140 Markland Dr., Hickory, NC 28602.

248584.1

TRACT TWO (3711-16-94-6567):

BEING all of Lot 1, that being 6.181 acres according to the Plat entitled "Property of Frank L. Whitener and wife, Linda R. Whitener Amended Recombination/Exempt Plat" prepared by James D. Ferguson being dated October 29, 2018 and recorded in Plat Book 78, Page 169, Catawba County Registry to which reference is hereby made for greater certainty in description.

TOGETHER WITH a 15 foot right of way as described in Deed Book 1447, Page 999, Catawba County Registry. See also Correction Deed recorded in Book 1462, Page 67, Catawba County Registry.

Being all of Catawba County PIN No. 3711-16-94-6567.

TRACT THREE (3711-16-94-1891):

BEGINNING at an iron pin, a common corner with the George L. Whitener line, and being the N.W. corner of this tract; thence with the Frank Whitener and Sam Burris line S. 84° 45' E. 384.5 feet to a corner at a pine tree, a common corner with Sam Burris, John Whitener bring the N.E. corner of this tract; thence with the John Whitener S. 31° 48' W. 287.6 feet to an iron pin; thence still with the John Whitener line N. 42° 25' E. 130.5 feet to an iron pin, the common corner (the S.E. corner of George L. Whitener) the common corner of this tract; thence with the George L. Whitener line N. 38° W. 232.6 feet to the point of Beginning, containing 1.14 acres, more or less.

For partial chain of title, Book 310, Page 94 and Book 988, Page 302, Catawba County Registry.

LESS AND EXCEPTING the portion within Lot 1, that being 6.181 acres according to the Plat entitled "Property of Frank L. Whitener and wife, Linda R. Whitener Amended Recombination/Exempt Plat" prepared by James D. Ferguson being dated October 29, 2018 and recorded in Plat Book 78, Page 169, Catawba County Registry to which reference is hereby made for greater certainty in description.

TOGETHER WITH a 15 foot right of way as described in Deed Book 1447, Page 999, Catawba County Registry. See also Correction Deed recorded in Book 1462, Page 67, Catawba County Registry.

ALSO TOGETHER WITH all right, title and easement to use of the existing right-of-way known as Markland Dr. and Missy St. as they currently exist and are being used as access to the property described above.

Being all of Catawba County PIN No. 3711-16-94-1891 and having an address of 2191 Markland Dr., Hickory, NC 28602.

TRACT FOUR (3711-16-84-9988):

Lying on the South side of a county road leading from the Hickory-Startown – Lincolnton Road to the Robinson Road:

BEGINNING at a stake on the South side of said road, Henry Leonard's corner; extending with his line South 4° West 239 feet to a stake in the line of John Whitener; thence with said line South 84° East 240 feet to a stake, S. J. Burris' corner in said line; thence along said line North 23-1/2° West 352-1/2 feet to a stake in the road; thence with the road South 52° West 100 feet to the point of BEGINNING.

248584.1

WEB

The above is the identical property described in Deed dated April 6, 1960 by Archie L. Hefner and wife, Dora M. Hefner, to Otha Kelly Frye and wife, Edna H. Frye, recorded in Book 620, Page 311, Catawba County Registry.

BACK REFERENCE: Deed Book 1013, Page 273, Catawba County Registry. 1469

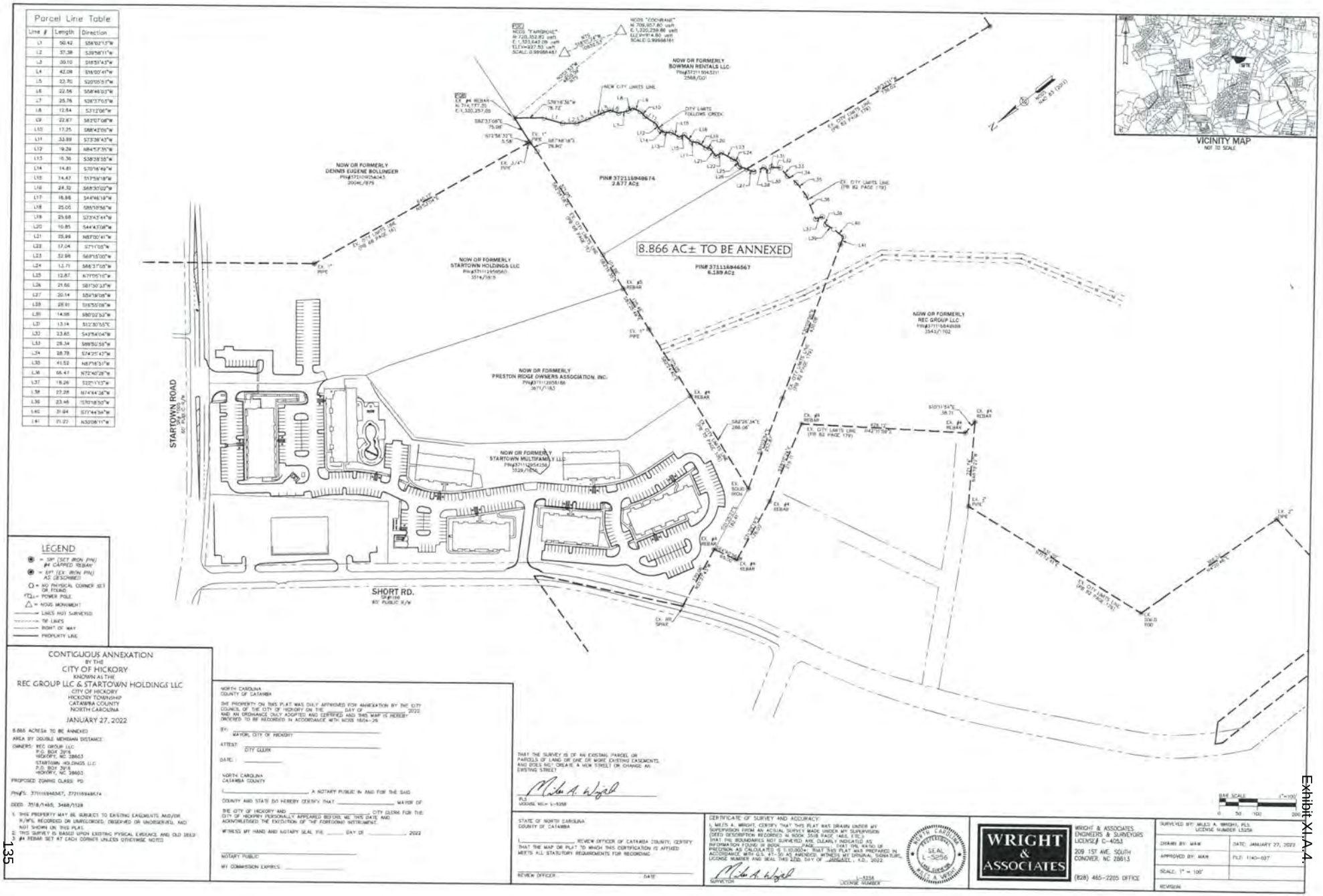
LESS AND EXCEPTING all property sold to Audrey S. Chilton in Deed Book 1462, Page 67 and corrected in Deed Book 1447, Page 999, Catawba County Registry.

TOGETHER WITH the right to use 45' easement (Pokey Street and Missy Street) as referenced in Plat entitled "John L. Whitener Estate" dated May 20, 1991 and recorded in Plat Book 29, Page 132, Catawba County Registry.

TOGETHER WITH a 15 foot right of way as described in Deed Book 1447, Page 999, Catawba County Registry. See also Correction Deed recorded in Book 1462, Page 67, Catawba County Registry.

Being all of Catawba County PIN No. 3711-16-84-9988 and having an address of 2205 Markland Dr., Hickory, NC 28602.

WEB



Parcel Line Table		
Line #	Length	Direction
L1	50.42	S56°02'13"W
L2	37.38	S39°58'11"W
L3	39.10	S18°51'43"W
L4	42.09	S16°00'41"W
L5	22.70	S20°05'51"W
L6	22.56	S58°46'03"W
L7	25.76	S28°37'03"W
L8	12.84	S3°12'06"W
L9	22.67	S62°07'08"W
L10	17.25	S88°42'05"W
L11	33.89	S73°38'43"W
L12	19.29	N84°57'35"W
L13	16.36	S38°38'55"W
L14	14.81	S70°16'49"W
L15	14.47	S17°58'18"W
L16	24.32	S68°30'02"W
L17	16.86	S44°46'18"W
L18	25.05	S85°09'56"W
L19	23.68	S23°43'44"W
L20	10.85	S44°43'08"W
L21	25.99	N87°30'41"W
L22	17.04	S7°11'05"W
L23	32.96	S69°15'00"W
L24	12.71	S66°37'05"W
L25	12.87	N77°05'10"W
L26	21.66	S81°30'28"W
L27	20.14	S54°19'08"W
L28	28.91	S16°55'08"W
L29	14.66	S80°02'32"W
L31	13.14	S12°30'55"E
L32	23.65	S43°54'04"W
L33	29.34	S89°50'56"W
L34	28.78	S74°25'43"W
L35	41.52	N87°16'51"W
L36	66.47	N72°40'28"W
L37	19.26	S22°11'13"W
L38	22.28	S17°44'38"W
L39	23.46	S70°18'50"W
L40	31.84	S77°44'34"W
L41	71.27	N32°08'11"W

LEGEND
- = SIP (SET IRON PIN) #4 CAPPED REBAR
- = EIP (EX. IRON PIN) AS DESCRIBED
- O = NO PHYSICAL CORNER SET OR FOUND
- = POWER POLE
- = NGS MONUMENT
- LINES NOT SURVEYED
- TIE LINES
- RIGHT OF WAY
- PROPERTY LINE

CONTIGUOUS ANNEXATION
BY THE
CITY OF HICKORY
KNOWN AS THE
REC GROUP LLC & STARTOWN HOLDINGS LLC
CITY OF HICKORY
HICKORY TOWNSHIP
CATAWBA COUNTY
NORTH CAROLINA

JANUARY 27, 2022

8.866 ACRES± TO BE ANNEXED
AREA BY DOUBLE MERIDIAN DISTANCE

OWNERS: REC GROUP LLC
P.O. BOX 2916
HICKORY, NC 28603
STARTOWN HOLDINGS LLC
P.O. BOX 2916
HICKORY, NC 28603

PROPOSED ZONING CLASS: PD

PIN#'S: 3711186946567, 3721169948674

DEED: 3518/1465, 3468/1128

1. THIS PROPERTY MAY BE SUBJECT TO EXISTING EASEMENTS AND/OR R/W'S, RECORDED OR UNRECORDED, OBSERVED OR UNOBSERVED, AND NOT SHOWN ON THIS PLAT.
2. THIS SURVEY IS BASED UPON EXISTING PHYSICAL EVIDENCE AND OLD DEED #4 REBAR SET AT EACH CORNER UNLESS OTHERWISE NOTED

NORTH CAROLINA
COUNTY OF CATAWBA

THE PROPERTY ON THIS PLAT WAS DULY APPROVED FOR ANNEXATION BY THE CITY COUNCIL OF THE CITY OF HICKORY ON THE _____ DAY OF _____, 2022 AND AN ORDINANCE DULY ADOPTED AND CERTIFIED, AND THIS MAP IS HEREBY ORDERED TO BE RECORDED IN ACCORDANCE WITH NCGS 160A-36.

BY: _____
MAYOR, CITY OF HICKORY

ATTEST: _____
CITY CLERK

DATE: _____

NORTH CAROLINA
CATAWBA COUNTY

_____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE DO HEREBY CERTIFY THAT _____, MAYOR OF THE CITY OF HICKORY AND _____, CITY CLERK FOR THE CITY OF HICKORY PERSONALLY APPEARED BEFORE ME THIS DATE AND ACKNOWLEDGED THE EXECUTION OF "THE FOREGOING INSTRUMENT."

WITNESS MY HAND AND NOTARY SEAL, THIS _____ DAY OF _____, 2022

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET

PLS
LICENSE NO.= L-5256

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

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

_____
REVIEW OFFICER — DATE

CERTIFICATE OF SURVEY AND ACCURACY:

I, MILES A. WRIGHT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3518 PAGE 1465, ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS INFORMATION FOUND IN BOOK _____, PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 27th DAY OF JANUARY, A.D., 2022.

SEAL L-5256

_____
SURVEYOR — L-5256 LICENSE NUMBER

WRIGHT & ASSOCIATES

WRIGHT & ASSOCIATES
ENGINEERS & SURVEYORS
LICENSE # C-4053
209 1ST AVE. SOUTH
CONOVER, NC 28613
(828) 465-2205 OFFICE

SURVEYED BY: MILES A. WRIGHT, PLS, LICENSE NUMBER L5256
DRAWN BY: MAW — DATE: JANUARY 27, 2022
APPROVED BY: MAW — FILE: 1140-037
SCALE: 1" = 100'
REVISION

BAR SCALE 1"=100'
0 50 100 200

Exhibit XI.A.4.

Annexation Legal Description

Commencing at NCGS Monument "Fairgrove" having NCGS coordinates of N: 720,352.82 E: 1,323,642.09, thence from said monument S 18°01'24" W – 10,932.53' to NCGS Monument "Cochrane", having NCGS Coordinates of N: 709,957.80 E: 1,320,259.86, thence from said monument N 00°01'53" W – 4,820.09' to an existing #4 rebar, said rebar being the point and place of beginning, said rebar also being a common corner of Dennis Eugene Bollinger (2004E/979) and Bowman Rentals LLC (2568/001), thence following the common line with Bowman Rentals the following 27 courses

1) S 39°18'36" W – 76.72' to a point,
2) S 56°02'13" W - 50.42' to a point,
3) S 39°58'11" W - 37.38' to a point,
4) S 18°51'43" W - 30.10' to a point,
5) S 16°00'41" W - 42.09' to a point,
6) S 20°05'57" W - 22.70' to a point,
7) S 58°46'03" W - 22.56' to a point,
8) S 26°37'03" W - 25.76' to a point,
9) S 03°12'06" W - 12.64' to a point,
10) S 62°07'08" W - 22.67' to a point,
11) S 88°42'09" W - 17.25' to a point,
12) S 73°36'43" W - 33.99' to a point,
13) N 84°57'35" W - 19.39' to a point,
14) S 70°16'49" W - 14.81' to a point,
15) S 38°38'55" W - 16.36' to a point,
16) S 68°30'02" W - 24.32' to a point,
17) S 17°59'18" W - 14.47' to a point,
18) S 85°10'56" W - 25.05' to a point,
19) S 44°46'19" W - 16.68' to a point,
20) S 73°43'44" W - 25.68' to a point,
21) S 44°43'08" W - 10.85' to a point,
22) N 87°00'41" W - 25.99' to a point,
23) S 07°11'05" W - 17.04' to a point,
24) S 69°15'00" W - 32.98' to a point,
25) S 66°37'05" W - 13.71' to a point,
26) N 71°05'10" W - 12.87' to a point, said point being a common corner of Bowman Rentals LLC (2568/001) and REC Group LLC (3543/1702), thence with the common line of REC Group LLC the following 16 course

27) S 61°30'33" W - 21.66' to a point,
28) S 59°19'08" W - 20.14' to a point,
29) S 16°55'09" W - 28.91' to a point,
30) S 80°02'52" W - 14.96' to a point,
31) S 12°30'55" E - 13.14' to a point,
32) S 42°54'04" W - 23.65' to a point,
33) S 89°50'59" W - 29.34' to a point,
34) S 74°25'42" W - 28.78' to a point,
35) N 87°16'51" W - 41.52' to a point,
36) N 72°40'26" W - 66.47' to a point,

37) S 22°11'13" W - 18.26' to a point,
38) N74°44'36" W - 22.28' to a point,
39) S 70°18'50" W - 23.46' to a point,
40) S 77°44'54" W - 31.94' to a point,
41) N 30°06'11" W - 21.22' to a point,
42) N 30°09'00" W - 430.08' to a point,
43) N 30°03'54" W - 252.87' to an existing solid iron, said solid iron being a common corner of REC Group LLC (3543/17020) and REC Group LLC (3518/1465), thence with the common line of REC Group S 82°26'34" E - 286.06' to an existing #4 rebar, said rebar being a common corner of REC Group LLC (3518/1465) and Preston Ridge Owners Association, Inc (2671/1183), thence with the common line o of Preston Ridge Owners Association S 82°24'40" E - 205.05' to an existing 1" pipe, thence S 82°25'49" E - 125.46' to an existing #5 rebar, said rebar being a common corner of Preston Ridge Owners Association, Inc (2671/1183) and Startown Holdings LLC (3514/1815), thence with the common line of Startown Holdings LLC S 82°16'35" East, 104.86 to a point, thence S 82°54'08" E - 321.05' to a point, thence S 87°48'18" E - 29.90' to an existing 1" pipe, said pipe being a common corner of Startown Holdings LLC (2514/1815) and Dennis Eugene Bollinger, thence with the common line of Bollinger S 82°33'08" E - 75.08' to the point and place of beginning, containing 8.866 AC± to be annexed by the City of Hickory.

VOLUNTARY CONTIGUOUS ANNEXATION ANALYSIS

APPLICANT: Startown Land Holdings, LLC and REC Group, LLC

PROPERTY LOCATION (See Map 1): Between Startown Road between Short Road and Robinwood Road.

PINS: 3721-16-94-9674 and 3711-16-94-6567.

WARD: If annexed, the subject property will be in Ward 3 (Councilman Seaver).

REQUESTED ACTION: The request is for voluntary contiguous annexation.

ACREAGE: 8.866 acres

DEVELOPMENT POTENTIAL: The subject property is currently zoned R-20 Residential by Catawba County and is 8.866 acres in total size. The current county R-20 zoning district permits residential uses at a density of two (2) dwelling units per acre.

The subject properties are currently vacant; however, the intention is to develop the properties, along with other property, for the continuation of the Preston Ridge apartments, which totals 168 units, 48 of which are to be located on the subject properties.

TAX VALUE: The current tax value of the property is $53,200.00. If annexed with its present value, the property would generate additional tax revenues of $334.00. The future planned development will substantially increase the tax value of the properties.

POPULATION INCREASES: The subject property is proposed to be occupied by forty-eight (48) multi-family units. Current estimates for Hickory indicate residential dwelling units contain 2.35 occupants. Given the occupancy estimate and the number of units, the development could increase the City's population by 113 residents.

SCHOOL DISTRICTS: The property is located within the jurisdictional area of the Catawba County Public School System, and located in the following school districts:

School Type	School District	Student Multiplier Per Dwelling	Number of Potential Dwelling Units	Potential Additional Students
Elementary	Blackburn	0.19	48	9
Middle	Jacobs Fork	0.05	48	27
High	Fred T. Foard	0.08	48	4

**Note: The student multipliers above reflect numbers for multi-family-family dwellings.*

SURROUNDING LAND USE AND ZONING (See Maps 2 & 3):

North: The properties to the north are occupied by a medical office, community college, single-family residences, and open space.

South: The properties to the south are large, wooded tracts.

East: The properties to the east are occupied by single-family residences.

West: The properties to the west are occupied by single-family residences.

UTILITY SERVICE: City of Hickory water and sewer utilities are available to the property. Developer is responsible for extending any additional lines to serve the proposed development.

ACCESS: Access to the subject property will be from Startown Road and Short Road.

DISTANCE FROM CITY LIMITS (See Map 1): The proposed annexation area is immediately adjacent to existing city limits on it northern and southern boundaries.

STAFF COMMENTS:

- Fire: Annexation of this property would not adversely affect the operations of the fire department at this time. Property is currently in HFD Station 5's response area and will remain in such with no changes.
- Police Department: Annexation would not adversely affect the police department. The properties, upon annexation, would be in Charles PACT.
- Transportation / Engineering: No objections.
- Planning: No objections.
- Public Services: No objections.
- Public Utilities: City of Hickory water and sewer utilities are available to the property. Developer is responsible for extending any additional lines to serve the proposed development.
- Legal: No objections.
- City Manager's Office: No objections.

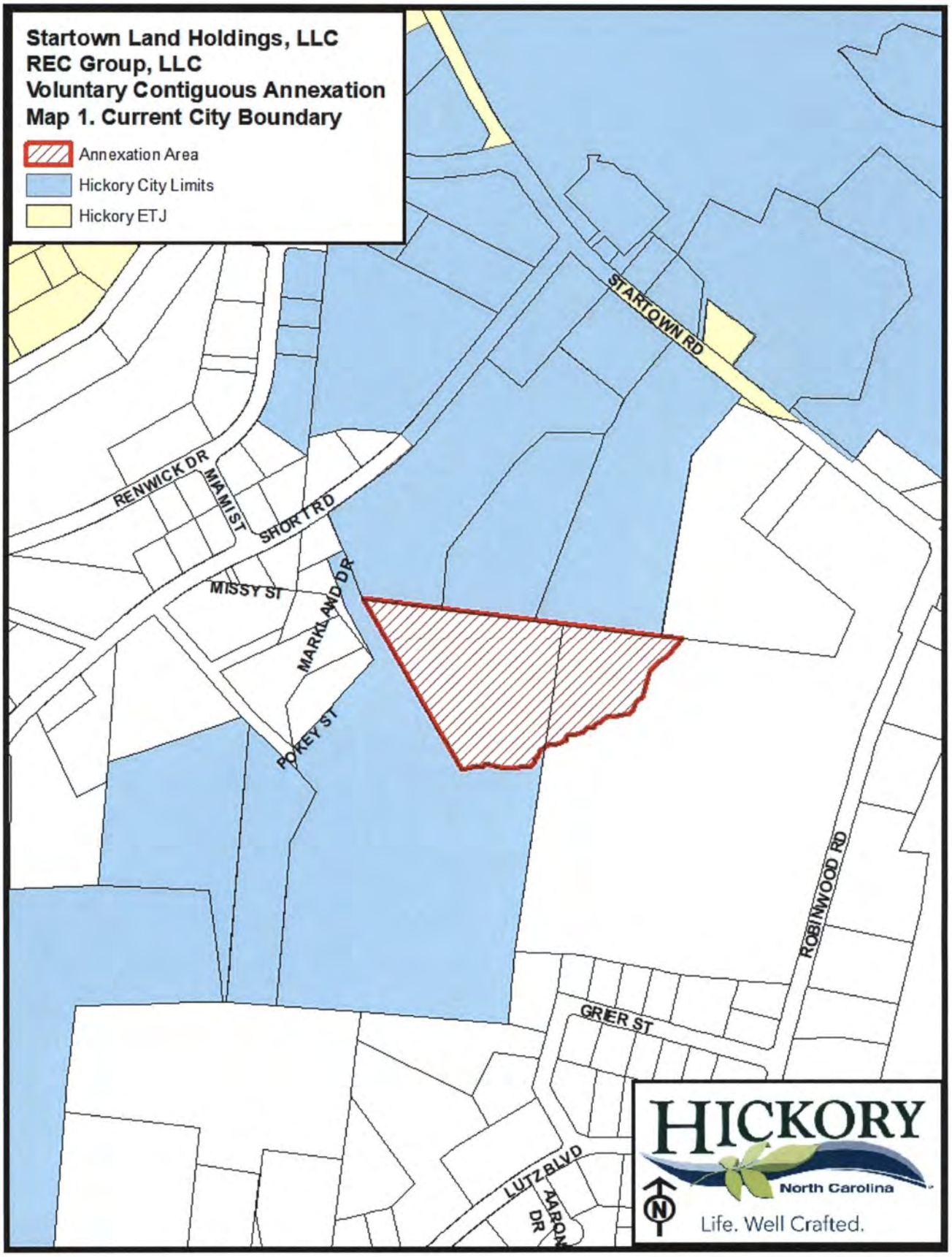
STAFF RECOMMENDATION: Upon evaluation staff has found the following:

1. The voluntary contiguous annexation petition complies with all applicable statutes regarding the voluntary annexation of contiguous property.

2. Adequate public services are available in sufficient quantities to properly serve the subject properties.

3. The annexation of the properties will not cause available public services to fall below acceptable levels.

Based upon the findings provided above, staff recommends City Council approve the voluntary contiguous annexation petition.


Startown Land Holdings, LLC
REC Group, LLC
Voluntary Contiguous Annexation
Map 1. Current City Boundary
Annexation Area
Hickory City Limits
Hickory ETJ
STARTOWN RD
RENWICK DR
MIAMI ST
SHORT RD
MISSY ST
MARKLAND DR
POKEY ST
ROBINWOOD RD
GRIER ST
LUTZ BLVD
AARON DR
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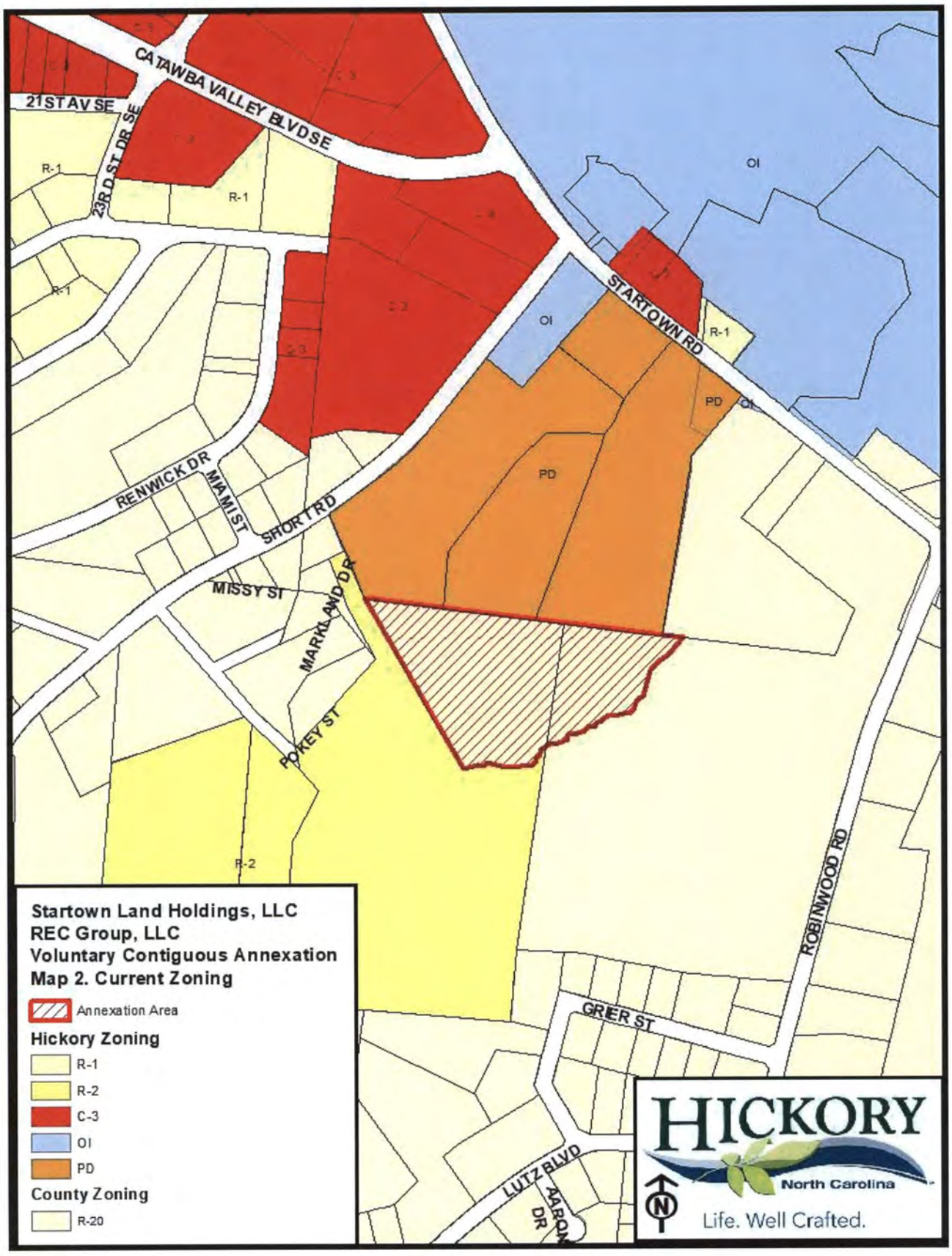
CATAWBA VALLEY BLVD SE
21ST AV SE
23RD ST DR SE
R-1
R-1
R-1
C-3
C-3
OI
OI
STARTOWN RD
R-1
PD
PD
OI
RENWICK DR
MAMIST
SHORT RD
MISSY ST
MARKLAND DR
POKEY ST
R-2
ROBINWOOD RD
GREER ST
LUTZ BLVD
AARON DR
Startown Land Holdings, LLC
REC Group, LLC
Voluntary Contiguous Annexation
Map 2. Current Zoning
Annexation Area
Hickory Zoning
R-1
R-2
C-3
OI
PD
County Zoning
R-20
HICKORY
North Carolina
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Startown Land Holdings, LLC
REC Group, LLC
Voluntary Contiguous Annexation
Map 3. 2021 Aerial Photography
Annexation Area
STARTOWN RD
RENWICK DR
HAMLIN ST
SHORT RD
MISSY ST
MARKLAND DR
POKEY ST
ROBINWOOD RD
GRER ST
LUTZ BLVD
HICKORY
North Carolina
Life. Well Crafted.

Prepared by: Arnita Dula, Deputy City Attorney, City of Hickory
P.O. Box 398, Hickory, NC 28603-0398

ANNEXATION ORDINANCE NO. 473

VOLUNTARY ANNEXATION ORDINANCE (CONTIGUOUS)

Startown Holdings, LLC and REC Group, LLC

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF HICKORY, NORTH CAROLINA, PURSUANT TO GENERAL STATUTES 160A-58.1, AS AMENDED (CONTIGUOUS)

WHEREAS, the City Council of the City of Hickory desires to annex the area described herein, under G.S. 160A-58.1, as amended; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said annexation; and

WHEREAS, the City Clerk has certified to the sufficiency of said request, and a public hearing on the question of this annexation was held in the Council Chambers of the Julian G. Whitener Municipal Building, located at 76 North Center Street, Hickory, North Carolina, at 7:00 p.m. on the 15th day of March 2022; and

WHEREAS, the City Council of the City of Hickory further finds that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the City of Hickory.

b. No point on the proposed satellite corporate limits is closer to another city than to the City of Hickory.

c. The areas described are so situated that the City will be able to provide services on the same basis within the proposed satellite corporate limits that it provides within the primary corporate limits.

d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation.

WHEREAS, the City Council of the City of Hickory does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign and all other requirements of G.S. 160A-58.1, as amended have been complied with; and

WHEREAS, the City Council further finds that the annexation is otherwise valid, and that the public health, safety, and welfare of the City of Hickory and of the areas proposed for annexation will be best served by annexing the area herein described.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following-described contiguous territory is hereby annexed and made a part of the City of Hickory as of the 31st day of March 2022:

Annexation Legal Description

Commencing at NCGS Monument "Fairgrove" having NCGS coordinates of N: 720,352.82 E: 1,323,642.09, thence from said monument S 18°01'24" W – 10,932.53' to NCGS Monument "Cochrane", having NCGS Coordinates of N: 709,957.80 E: 1,320,259.86, thence from said monument N 00°01'53" W – 4,820.09' to an existing #4 rebar, said rebar being the point and place of beginning, said rebar also being a common corner of Dennis Eugene Bollinger (2004E/979) and Bowman Rentals LLC (2568/001), thence following the common line with Bowman Rentals the following 26 courses

1) S 39°18'36" W – 76.72' to a point,
2) S 56°02'13" W - 50.42' to a point,
3) S 39°58'11" W - 37.38' to a point,
4) S 18°51'43" W - 30.10' to a point,
5) S 16°00'41" W - 42.09' to a point,
6) S 20°05'57" W - 22.70' to a point,

7) S 58°46'03" W - 22.56' to a point,
8) S 26°37'03" W - 25.76' to a point,
9) S 03°12'06" W - 12.64' to a point,
10) S 62°07'08" W - 22.67' to a point,
11) S 88°42'09" W - 17.25' to a point,
12) S 73°36'43" W - 33.99' to a point,
13) N 84°57'35" W - 19.39' to a point,
14) S 70°16'49" W - 14.81' to a point,
15) S 38°38'55" W - 16.36' to a point,
16) S 68°30'02" W - 24.32' to a point,
17) S 17°59'18" W - 14.47' to a point,
18) S 85°10'56" W - 25.05' to a point,
19) S 44°46'19" W - 16.68' to a point,
20) S 73°43'44" W - 25.68' to a point,
21) S 44°43'08" W - 10.85' to a point,
22) N 87°00'41" W - 25.99' to a point,
23) S 07°11'05" W - 17.04' to a point,
24) S 69°15'00" W - 32.98' to a point,
25) S 66°37'05" W - 13.71' to a point,
26) N 71°05'10" W - 12.87' to a point, said point being a common corner of Bowman Rentals LLC (2568/001) and REC Group LLC (3543/1702), thence with the common line of REC Group LLC the following 17 courses
27) S 61°30'33" W - 21.66' to a point,
28) S 59°19'08" W - 20.14' to a point,
29) S 16°55'09" W - 28.91' to a point,
30) S 80°02'52" W - 14.96' to a point,
31) S 12°30'55" E - 13.14' to a point,
32) S 42°54'04" W - 23.65' to a point,
33) S 89°50'59" W - 29.34' to a point,
34) S 74°25'42" W - 28.78' to a point,
35) N 87°16'51" W - 41.52' to a point,
36) N 72°40'26" W - 66.47' to a point,
37) S 22°11'13" W - 18.26' to a point,
38) N74°44'36" W - 22.28' to a point,
39) S 70°18'50" W - 23.46' to a point,
40) S 77°44'54" W - 31.94' to a point,
41) N 30°06'11" W - 21.22' to a point,
42) N 30°09'00" W - 430.08' to a point,
43) N 30°03'54" W - 252.87' to an existing solid iron, said solid iron being a common corner of REC Group LLC (3543/17020) and REC Group LLC (3518/1465), thence with the common line of REC Group S 82°26'34" E - 286.06' to an existing #4 rebar, said rebar being a common corner of REC Group LLC (3518/1465) and Preston Ridge Owners Association, Inc (2671/1183), thence with the common line o of Preston Ridge Owners Association S 82°24'40" E - 205.05' to an existing 1" pipe, thence S 82°25'49" E - 125.46' to an existing #5 rebar, said rebar being a common corner of Preston Ridge Owners Association, Inc

(2671/1183) and Startown Holdings LLC (3514/1815), thence with the common line of Startown Holdings LLC S 82°16'35" East, 104.86 to a point, thence S 82°54'08" E - 321.05' to a point, thence S 87°48'18" E - 29.90' to an existing 1" pipe, said pipe being a common corner of Startown Holdings LLC (2514/1815) and Dennis Eugene Bollinger, thence with the common line of Bollinger S 82°33'08" E - 75.08' to the point and place of beginning, containing 8.866 AC± to be annexed by the City of Hickory.

Section 2. Upon and after the 31st day of March, 2022, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hickory and shall be entitled to the same privileges and benefits as other parts of the City of Hickory. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10, as amended.

Section 3. The newly-annexed territory described herein shall become part of Ward No. 3 of the City of Hickory.

Section 4. The Mayor of the City of Hickory shall cause to be recorded in the Office of the Register of Deeds of Catawba County, and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with duly certified copy of this Ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

ADOPTED THIS 15TH DAY OF MARCH 2022.

_____
Hank Guess, Mayor

_____
Warren Wood, City Manager

Approved As To Form:

_____
Arnita M. Dula, Deputy City Attorney

CERTIFICATION OF ANNEXATION ORDINANCE

NORTH CAROLINA
CATAWBA COUNTY
CITY OF HICKORY

I, Debbie D. Miller, City Clerk of the City of Hickory, North Carolina, do hereby certify that the Annexation Ordinance of Startown Holdings, LLC and REC Group, LLC was adopted at a regular meeting of the Hickory City Council held on March 15, 2022, and that said Ordinance is in full force and effective on March 31, 2022.

_____
City Clerk

NORTH CAROLINA
CATAWBA COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Debbie D. Miller, City Clerk for the City of Hickory, personally appeared before me this date and acknowledged the due execution of the foregoing certificate for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2022.

_____
Notary Public

My Commission Expires: _____

To: City Manager's Office

From: Office of Business Development – Planning and Development

Contact Person: Brian Frazier, Planning Director

Date: March 3, 2022

Re: Consideration of Rezoning Petition 22-04

REQUEST

Conduct a public hearing to consider Rezoning Petition 22-04.

BACKGROUND

Eric Yeargin, agent for the REC Group LLC, has submitted a petition requesting the consideration of rezoning property located on Startown Road, between Short Road and Robinwood Rd. from R-20 Residential to Planned Development (PD).

ANALYSIS

The 8.86-acre property is zoned Catawba County R-20 Residential, which permits detached single-family residential uses at a density of two (2) dwelling units per acre.

The applicant has submitted a petition requesting the properties be rezoned to Planned Development (PD). The master plans, and supplemental documentation, provided as part of the petition depicts the development as being multi-family in nature, with 168 dwelling units, and 36 supporting garages. The units are proposed at a density or approximately eleven (11) units per acre.

RECOMMENDATION

The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the developer's representative provided the Commission with an overview of the proposed development. No residents spoke out in opposition of the proposed rezoning.

Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

CITIZEN INPUT

As of March 3, 2022, staff has received no inquiries regarding this petition.

BUDGET ANALYSIS:

Budgetary Action	Yes	No
Is a Budget Amendment required?	☐	☒

LIST THE EXPENDITURE CODE:

Reviewed by:

Brian M. Frazier — Initiating Department Head — 3/3/2022 Date

Asst. City Manager, R. Miller — 3/7/22 Date

Finance Officer, M. Miller — 3/7/22 Date

Deputy City Attorney, A. Dula — 3-8-22 Date

Asst. City Manager R. Beasley — 3/7/22 Date

3-7-22 Date

Recommended for approval and placement on _____ Council agenda (as Consent, Public Hearing, Informational, Department Report, etc.).

City Manager, W. Wood

3-9-22

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE HICKORY CITY COUNCIL AMENDING THE OFFICIAL HICKORY ZONING ATLAS TO REZONE +/- 8.88 ACRES OF PROPERTY LOCATED ON STARTOWN ROAD, BETWEEN SHORT ROAD AND ROBINWOOD RD. FROM R-20 RESIDENTIAL TO PLANNED DEVELOPMENT (PD)

WHEREAS, Article 2, Section 2.2 of the Hickory Land Development Code provides for amendments to the Official Zoning Atlas; and

WHEREAS, the City has been petitioned to rezone +/- 8.88 acres of property located on Startown Road, between Short Road and Robinwood Rd., more particularly described on **Exhibit A** attached hereto, to allow a Planned Development; and

WHEREAS, the Hickory Regional Planning Commission considered the proposed rezoning during a public hearing on February 23, 2022, and forwarded a recommendation of approval to the City Council; and

WHEREAS, Article 2 of the Hickory Land Development Code requires finds the proposed rezoning is in response to changing conditions and is reasonably necessary to promote the public health, safety and general welfare; and

WHEREAS, the City Council has found Petition 22-04 to be in conformance with the Hickory by Choice 2030 Comprehensive Plan and Zoning Ordinance,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HICKORY, NORTH CAROLINA, THAT THE REZONING OF PROPERTIES LOCATED ON STARTOWN ROAD, BETWEEN SHORT ROAD AND ROBINWOOD RD., DESCRIBED IN EXHIBIT A IS APPROVED.

SECTION 1. Findings of fact.

1. The subject properties are located on Startown road, between Short Road and Robinwood Road and identified as PINs 3721-16-94-9674, and 3711-16-94-6567.

2. The rezoning request is intended to further implement the findings and recommendations of the *Hickory by Choice 2030 Comprehensive Plan.*

3. The rezoning of the property is consistent with the *Hickory by Choice 2030 Comprehensive Plan.*

SECTION 2. All ordinances or provisions of the Hickory City Code which are not in conformance with the provisions of the Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 3. Statement of Consistency and Reasonableness

Upon considering the matter, the Hickory City Council found:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan (Hickory by Choice 2030)* and the stated Purpose and Intent of this Land Development Code;

The vicinity in which the subject properties are located is classified as both low and high density residential by the Hickory by Choice 2030 Comprehensive Plan. The low and high residential future land use classification is discussed on pages 3.8 and 3.9 of the comprehensive plan. In summary, these classifications consist of areas found to be suitable for varied levels of residential development.

Within the Goals and Policies section of Chapter 3 of the comprehensive plan a number of goals and policies are provided that address development. A brief explanation of the goals, and how the development proposal fits in with the goals is provided below.

- Goal 1 discusses the expectation new development will "fit in". The subject properties are located within an area that is transitioning from a historically rural environment to a more urban environment, especially when considering the development this project would be attached to. When Catawba Valley Boulevard was completed in the 1990s the development pattern in the area changed dramatically. Its completion brought about a number of commercial and residential developments to northwest. Both Trivium Corporate Center and Catawba Valley Community College (CVCC), and their recent growth, has also played into the urbanization of the area. CVCC is currently expanding and adding new buildings to its campus, and Trivium Corporate Center is now working to fill an additional one-hundred acres of land with new development.

- Goal 2 indicates neighborhoods should be designed to provide pedestrian access to daily services. The development proposal provides for internal amenities (retail / service areas) that work towards achieving this goal. In addition, the proposed development is within a short distance of larger shopping areas along Catawba Valley Boulevard and U.S. 70. While walking to these areas may not be ideal, their close proximity would reduce cross-town commutes for goods and services. An additional consideration would be the availability of housing for faculty and staff of Catawba Valley Community College, which is directly across Startown Rd from the subject properties.

- Goal 3 references the need to provide balance between development and open spaces. The development proposal shows 20%, or approximately 6.2 acres, of the development's total area as being set aside as open space. Much of this open space is located in the center of the project site,

and could be utilized by residents as areas for passive recreation, as well as a habitat area for plants and animals.

- Goal 4 discusses the locations of industrial uses. Being the development is absent of industrial uses, this goal would not pertain to the development proposal.

- Goal 5 is very similar to Goal 2, but goes further in outlining the need to promote mixed use areas that provide convenient access to amenities and employment areas. As previously outlined the location of the subject properties provide access to amenities (retail and services), as well as close proximity to employment areas.

- Goal 6 relates to citizen participation in planning. With the project falling under the Planned Development process, which requires notices and hearing; the public will be afforded the opportunity to provide input regarding the proposal.

Given these factors, the rezoning of the property to Planned Development (PD) should be considered consistent with the findings and recommendations of the Hickory by Choice (2030) Comprehensive Plan.

Based upon these findings, the Hickory City Council has found Rezoning Petition 22-04 to be reasonable, and consistent with the findings and recommendations of the Hickory by Choice 2030 Comprehensive Plan.

SECTION 4. This Ordinance shall become effective upon adoption.

ORDAINED by the City Council of Hickory, North Carolina, this, the _____ day of _____, 2022.

(SEAL)

THE CITY OF HICKORY, a
North Carolina Municipal Corporation

Attest:

By: _____
Hank Guess, Mayor

_____
Debbie D. Miller, City Clerk

Approved as to form this 8th day of March, 2022.

_____
Attorney for the City of Hickory

Rezoning Petition 22-04
Exhibit A
Subject Area
N
RENWICK
SHORT
STARTOWN
MARKLAND
MISSY
0.00
0.04
0.07
0.14
Miles
HICKORY
North Carolina
Life. Well Crafted.

REZONING ANALYSIS

PETITION: Rezoning 22-04

APPLICANT: Eric Yeargin

OWNER: Startown Holdings, LLC; REC Group, LLC

PROPERTY LOCATION: Startown Road, between Short Road and Robinwood Rd.

PINs: 3721-16-94-9674, and 3711-16-94-6567

WARD: The subject properties, if annexed, would be located in Ward 3 (Councilman Seaver). The parcels are currently in the County's jurisdiction and would be required to be annexed if the rezoning request is approved.

ACREAGE: Approximately 31.09 acres, 8.88 of which would be the PD.

REQUESTED ACTION: The applicant has submitted a petition requesting to rezone the subject properties from Catawba County's R-20 designation to City Planned Development (PD).

The requested Planned Development is proposed to be residential in nature. The development on the newly acquired parcels would consist of 168 residential units and 36 supporting garages (approximately 365,500 ft^2 of gross floor area), and 40,500 ft^2 of mixed use space. This totals 472,468 ft^2 of total gross floor area, or a floor area ratio of 0.3489.

DEVELOPMENT POTENTIAL: The current residential (R-20) zoning assigned to the property allows for primarily residential uses. As currently zoned, the subject properties could theoretically yield up to 62 dwelling units. It should be understood these numbers are a theoretical maximum, and other regulatory requirements for building setbacks, parking, buffering, natural features, and similar items could substantially decrease this maximum intensity. It should also be noted that the R-20 zoning district has a maximum height limitation of 45 feet, therefore any new structures could not exceed three (3) stories.

BACKGROUND: The applicant has submitted a petition requesting the properties be rezoned to Planned Development (PD). The master plans, and supplemental documentation, provided as part of the petition depicts the development as being multi-family in nature.

The plans depict the properties as consisting of seven (7) residential apartment buildings, which contain 168 dwelling units. These would be supported by 36 garage spaces as well. In total, the proposed development would consist of 472,468 ft^2 of total gross floor area, or a floor area ratio of 0.3489, and a density of roughly 10.7 units per acre when considered with the entire project density. Hickory's Land Development Code (Section 5.1) permits multi-family planned developments at a maximum density of 20 units per acre. The development is proposed be approximately half of what would normally be permissible.

It is important to note that this level of density was already approved in the 17-03 Rezoning of the adjoining property for this project; this rezoning would be lowering the density of the overall project by allowing development to spread onto these additional parcels.

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. Consistency of the proposed zoning with the *Hickory Comprehensive Land Use and Transportation Plan* and the stated Purpose and Intent of this Land Development Code **(Please refer to Map 1 for more detail)**;

   The vicinity in which the subject properties are located is classified as both low and high density residential by the Hickory by Choice 2030 Comprehensive Plan. The low and high residential future land use classification is discussed on pages 3.8 and 3.9 of the comprehensive plan. In summary, these classifications consist of areas found to be suitable for varied levels of residential development.

   Within the Goals and Policies section of Chapter 3 of the comprehensive plan a number of goals and policies are provided that address development. A brief explanation of the goals, and how the development proposal fits in with the goals is provided below.

   - *Goal 1 discusses the expectation new development will "fit in". The subject properties are located within an area that is transitioning from a historically rural environment to a more urban environment, especially when considering the development this project would be attached to. When Catawba Valley Boulevard was completed in the 1990s the development pattern in the area changed dramatically. Its completion brought about a number of commercial and residential developments to northwest. Both Trivium Corporate Center and Catawba Valley Community College (CVCC), and their recent growth, has also played into the urbanization of the area. CVCC is currently expanding and adding new buildings to its campus, and Trivium Corporate Center is now working to fill an additional one-hundred acres of land with new development.*

   - *Goal 2 indicates neighborhoods should be designed to provide pedestrian access to daily services. The development proposal provides for internal amenities (retail / service areas) that work towards achieving this goal. In addition, the proposed development is within a short distance of larger shopping areas along Catawba Valley Boulevard and U.S. 70. While walking to these areas may not be ideal, their close proximity would reduce cross-town commutes for goods and services. An additional consideration would be the availability of housing for faculty and staff of Catawba Valley Community College, which is directly across Startown Rd from the subject properties.*

   - *Goal 3 references the need to provide balance between development and open spaces. The development proposal shows 20%, or approximately 6.2 acres, of the development's total area as being set aside as open space. Much of this open space is located in the center of the project site, and could be utilized by residents as areas for passive recreation, as well as a habitat area for plants and animals.*

   - *Goal 4 discusses the locations of industrial uses. Being the development is absent of industrial uses, this goal would not pertain to the development proposal.*

   - *Goal 5 is very similar to Goal 2, but goes further in outlining the need to promote mixed use areas that provide convenient access to amenities and employment*

areas. As previously outlined the location of the subject properties provide access to amenities (retail and services), as well as close proximity to employment areas.

- *Goal 6 relates to citizen participation in planning. With the project falling under the Planned Development process, which requires notices and hearing; the public will be afforded the opportunity to provide input regarding the proposal.*

In evaluating the development proposal with the goals outlined within the Hickory by Choice 2030 Plan staff feels the request is consistent with the comprehensive plan.

Section 1.7 of the Hickory Land Development Code contains its Stated Purpose and Intent. This section contains five (5) specific items which the Land Development Code is intended to uphold. These are as follows:

- Implement the Hickory by Choice 2030 Comprehensive Plan;

  The applicant has provided a planned development master plan for the subject properties. The plan and its consistency with the comprehensive plan were discussed on this report's prior pages, and was found to be consistent with the comprehensive plan.

- Preserve and protect land, air, water and environmental resources and property values;

  Any and all improvements that are to take place on the properties will be required to follow all applicable development regulations.

- Promote land use patterns that ensure efficiency in service provision as well as wise use of fiscal resource and governmental expenditures;

  The subject properties are located directly off Startown, which is a major thoroughfare is the southeastern part of Hickory. The portion of the corridor that lies within Hickory is largely urbanized and commercial in nature. Public utilities (water and sewer) are also located long Startown Rd, but will need to be extended to serve the proposed development. Any future development that occurs on the properties will be evaluated as to what impacts, if any, will be placed upon nearby public infrastructure. The owner and/or developer of the properties will be required to cover any financial costs needed for any required infrastructure improvements identified through the evaluation process.

- Regulate the type and intensity of development; and

  This Hickory Land Development Code regulates the type and intensity of development that is located on the subject properties. If the request is approved, the planned development master plan submitted as part of the petition will serve as the document that guides development on the properties. Additionally, construction plans for the properties, once received, will be reviewed in light of the regulations contained within the Hickory Land Development Code.

- Ensure protection from fire, flood and other dangers.

  Any future development occurring on the subject properties will be required to adhere to all state and local building, fire, and flood zone related development regulations. Such regulations will ensure proper protections are provided for the patrons of the subject properties, as well as the residents of the surrounding area.

2. Existing land uses within the general vicinity of the subject properties **(Please refer to Map 2 for more detail)**:

   North: The properties to the north are occupied by a medical office, community college, single-family residences and open space;

   South: The properties to the south are large wooded tracts;

   East: The properties to the east are occupied by single-family residences; and

   West: The properties to the west are occupied by single-family residences.

3. The zoning classification of property within the general vicinity of the subject properties **(Please refer to Map 3 for more detail)**:

   North: The properties to the north are zoned Planned Development (PD) and Office and Institutional (OI);

   South: The properties to the south are zoned R-20 Residential by Catawba County and Hickory's Medium Density Residential (R-2);

   East: The properties to the east are zoned R-20 Residential by Catawba County; and

   West: The properties to the west are R-20 Residential by Catawba County and Hickory's Medium Density Residential (R-2).

4. The suitability of the subject properties for the uses permitted under the existing and proposed zoning classification:

   The current residential (R-20) zoning assigned to the property allow for primarily residential uses. The existing Planned Development these parcels would be joining was approved by City Council in 2017, and consisted of a greater density than what ended up being constructed.

5. The extent to which zoning will detrimentally affect property within the general vicinity of the subject properties:

   Any rezoning has the potential to detrimentally impact properties in the general vicinity. Through proper site planning, buffering, and screening, as required by the City's Land Development Code, any real or perceived detrimental impacts could be mitigated to maximum extent practical.

6. The extent to which the proposed amendment (zoning map) will cause public services including roadways, storm water management, water and sewer, fire and police protection to fall below acceptable levels.

   With regards to sanitary sewer, the developer has already extended the existing line located on Startown Road to serve the property this project would be adjoining. This extension necessitated the installation of a new pump station, all of which were the responsibility of the developer.

   Both Startown Road and Short Road are operated and maintained by the NCDOT. Any improvements required by NCDOT will be required to be put in place during the construction, or its phases(s).

7. The proposed amendment (zoning map) will protect the public health, safety, and general welfare.

   The properties in question are located within an area where the City's comprehensive plan anticipates as being more urbanized and mixed use in nature. Any future development that occurs of the subject properties will be guided by the planned development master plan. Additionally all development activities on the subject properties will required to be adhere to regulations related to zoning, building and fire code, traffic, stormwater, etc.; which will work in conjunction with one another to ensure the health and safety of residents and visitors are properly protected.

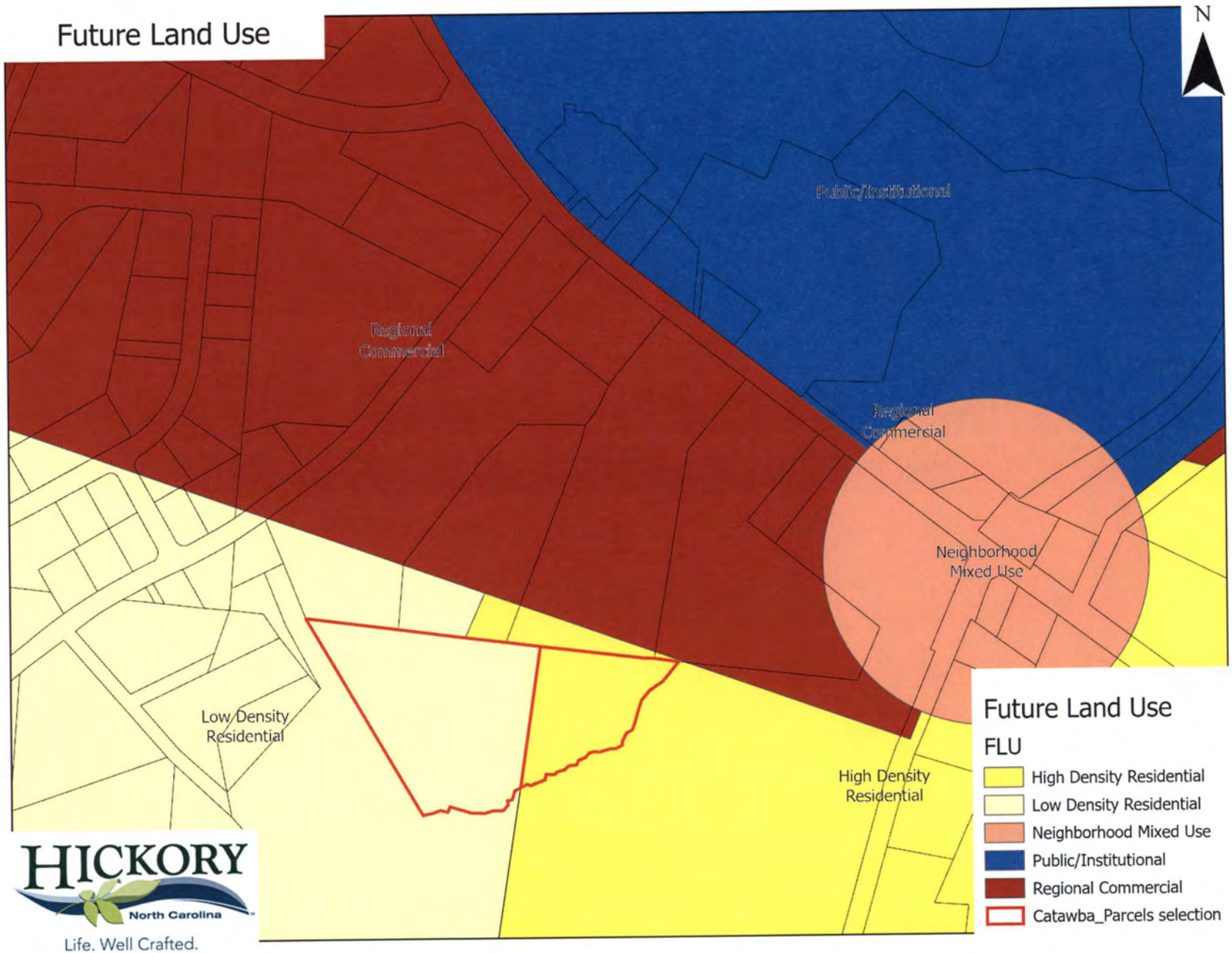
RECOMMENDED ACTION:

The Hickory Regional Planning Commission conducted a public hearing on February 23, 2022, to consider the petition. During the public hearing, the developer's representative provided the Commission with an overview of the proposed development. No residents spoke out in opposition of the proposed rezoning.

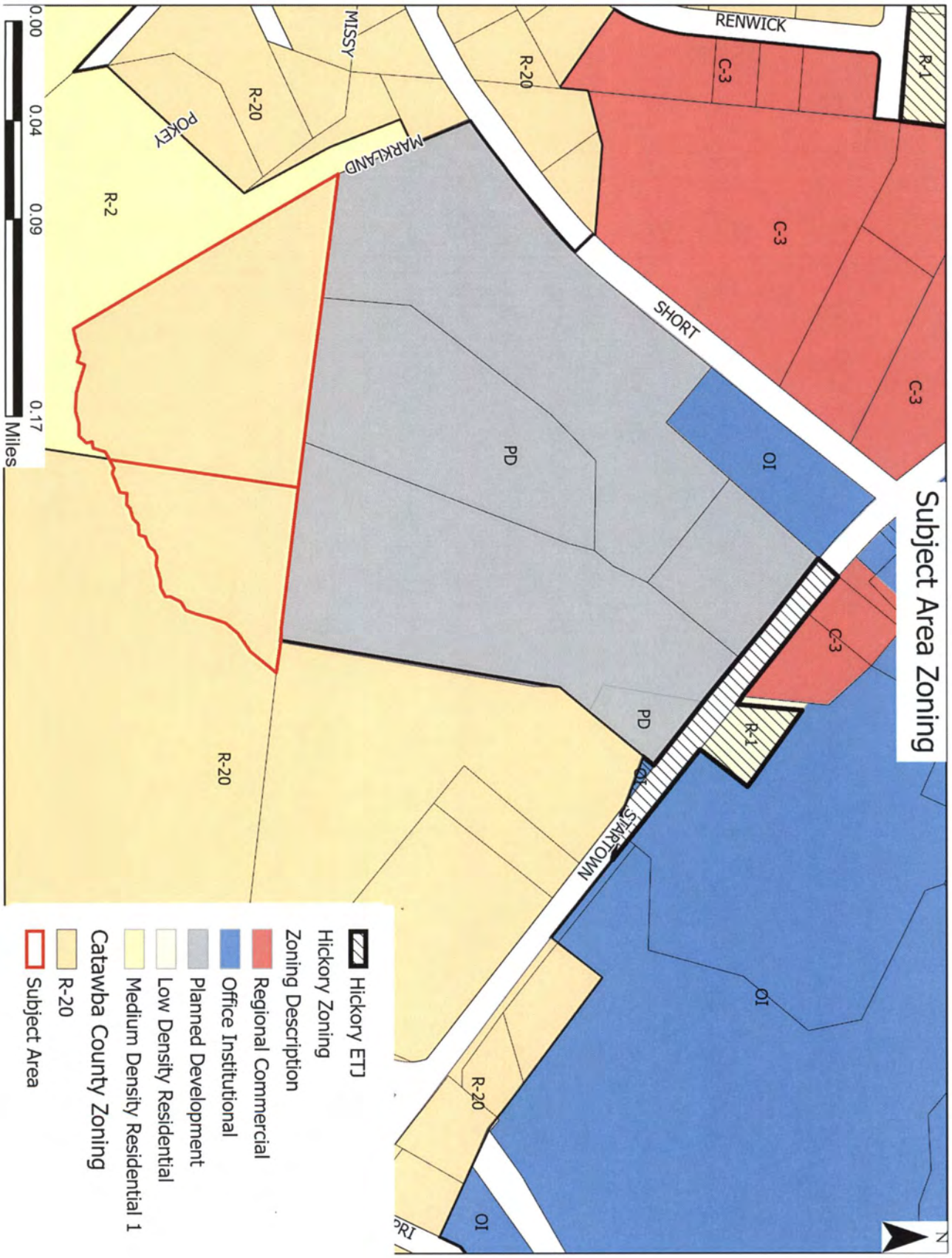
Upon closing the public hearing, the Hickory Regional Planning Commission acknowledged the petition's consistency with the Hickory by Choice 2030 Comprehensive Plan. Based upon its findings, the Hickory Regional Planning Commission voted unanimously (8-0) to recommend approval of the petition. Staff concurs with the recommendation of the Hickory Regional Planning Commission.

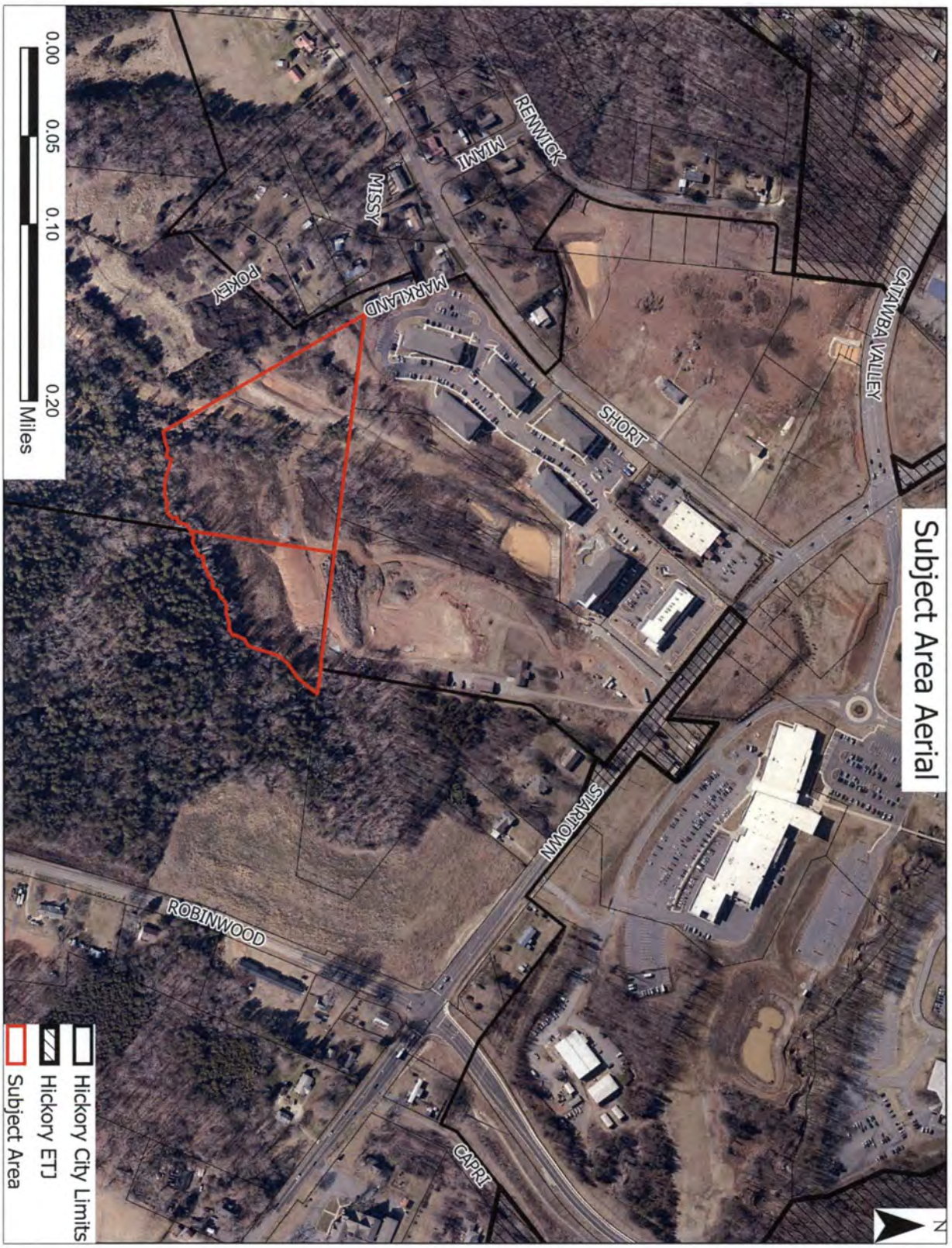
CITIZEN INPUT:

Staff has received no inquiries regarding this rezoning petition as of February 14, 2022.



HICKORY
North Carolina
Life. Well Crafted.


Subject Area Zoning
RENWICK
SHORT
MARKLAND
MISSY
POKEY
STARTOWN
R-1
R-20
C-3
OI
PD
R-2
N
0.00
0.04
0.09
0.17
Miles
Hickory ETJ
Hickory Zoning
Zoning Description
Regional Commercial
Office Institutional
Planned Development
Low Density Residential
Medium Density Residential 1
Catawba County Zoning
R-20
Subject Area


Subject Area Aerial
CATAWBA VALLEY
SHORT
MARKLAND
POKEY
MISSY
MIAMI
RENWICK
STAFFORDWN
ROBINWOOD
CAPRI
N
0.00
0.05
0.10
0.20
Miles
Hickory City Limits
Hickory ETJ
Subject Area

CITY OF HICKORY
APPLICATION FOR REZONING
(PLANNED DEVELOPMENT OR CONDITIONAL ZONING DISTRICT)

DATE SUBMITTED: 01-26-2022

TO THE PLANNING COMMISSION AND THE CITY COUNCIL OF THE CITY OF HICKORY, NORTH CAROLINA:

I (We), the undersigned, do hereby respectfully make application and petition to amend the Land Development Code and change the Zoning Map of the City of Hickory, as hereinafter requested, and in support of this application, the following facts are shown of the application and all required materials):

1. The property proposed to be rezoned is located on STARTOWN Rd between Short Rd and Robinwood.

   PIN NO. (S): 3721694 9674, 3711694 6567

   Physical (Street) Address: Unassigned

2. The property is owned by: (please print) STARTOWN HOLDINGS, LLC & REC Group, LLC

   (Attach a copy of the most recent deed, contract for purchase or other legal interest demonstrating an interest in the property.)

   Owner Information:

   Name: Startown Holdings, LLC – REC Group, LLC
   Address: ~~4530 Park Rd #415 Charlotte, NC 28209~~ PO Box 3916 Hickory, NC 28602
   Phone Number: 828-855-6077
   Email Address: eric@neillinc.com

3. The petition is submitted by: ERIC YEARGAIN

   (If the Petition is submitted by someone other than the owner, a letter from the owner(s) authorizing the agent to act on his or her behalf must be submitted with the application. This authorization must be signed and notarized by all owners having an interest in the subject property.)

   Agent Information:

   Name: ERIC YEARGAIN
   Address: 3050 1st Ave CT SE Hickory, NC 28602

Phone Number: 828-855-6077

4. It is desired and requested that the foregoing property be REZONED:

FROM: R-20 TO: Planned Development (PD)

5. Please list any overlay districts that apply to the subject property: _____

6. Please list the current use(s) of the property: Raw Land - Not Farmed

7. Specify the acreage of the proposed development: ~31.09

8. Specify the intensity (gross square footage) and/or density (size and number of dwelling units) of the proposed development: 340 TOTAL UNITS; 472,468 SF; FAR 34.85%

Additional Required information (40 folded copies of all support information must be provided)

Planned Development Districts

A Planned Development Master Land Use Plan must be submitted as part of all petitions to rezone to a Planned Development district. Such plan shall include maps and plans for the subject property at a scale not smaller than 1" – 200' that depicts the following items:

1. The name of the proposed Planned Development and the names of the developer and design professionals;
2. Scale, dimensions, date, north arrow;
3. Conceptual grading, site preparation and stormwater management;
4. General location, height, number of stories, floor area, orientation, setbacks and proposed land-uses of all structures;
5. Building elevations of all proposed buildings;
6. Open space (designate public or private), floor area, recreation space and impervious surface area necessary to demonstrate conformance with applicable requirements;
7. Landscaping and buffering;
8. Any proposed property subdivision, including proposed future property lines;
9. Primary vehicular and pedestrian circulation system including all proposed exclusive storage bays, turn lanes, vehicular and pedestrian cross access points, points of ingress and egress for principal pedestrian, vehicle, bicycle, and transit;
10. Proposed street layout (both public or private);

11. Location of all parking, loading, sanitation and recycling facilities; area and number of parking spaces in parking lots;

12. Location, character and intensity of all proposed outdoor lighting fixtures;

13. Location of all utility systems;

14. Location, height, dimensions and type of all signs; and

15. Locally or nationally recognized historic structures.

Conditional Zoning Districts

Conditional Zoning can be applied in conjunction with any base zoning district. Applicants petitioning to rezone to a conditional zoning district must meet all the requirements of the underlying zoning district. All applicants must include a list of additional conditions to be placed upon the subject property with their application. Depending on the complexity of the conditions proposed, a site plan similar to the Master Land Use Plan described above may be required.

Applicant's Affidavit

(All applications must be signed by all persons having an ownership interest in the subject property or include an agent authorization letter that includes the notarized signatures of all property owners)

I (We), the undersigned Applicant(s), hereby certify that the information contained herein and submitted in support of this application is true and correct.

D. Clark Null
Signature of Applicant

Sworn and subscribed to before me this 27th day of January, 2022.

(SEAL)

Notary Public Susan J. Wilson

08-02-2025
My Commission Expires

SUSAN J WILSON
Notary Public
North Carolina
Catawba County

This Application must be submitted to the Planning Department by 5:00 p.m. on the last regular working day of the month preceding the meeting at which it is to be considered by the Planning Commission. Only complete applications will be accepted.

NOTICE TO APPLICANTS AND/OR AGENTS REGARDING ADVERTISING FEES

In addition to the application fees required at the time of application submittal, the applicant and/or agents is responsible for remitting payment to the City of Hickory to cover legal advertising/notices costs. Advertising costs are billed by the City of Hickory after the rezoning process concludes.

Requests for rezoning require two public hearings (Hickory Regional Planning Commission and Hickory City Council). State law and the Hickory Land Development Code requires specific notices of public hearing be provided prior to the public hearing. These requirements are necessary for each of the two public hearings. The notices required by law include the following:

- Posting of property (sign);
- First class mailed notices sent to all property owners within 500 feet of the subject property; and
- A legal notice published in the local newspaper (the notice must run two consecutive weeks).

The average costs of such required legal advertising range from $400.00 to $700.00 depending on the size of the property and the complexity of the request.

STARTOWN HOLDINGS, LLC (PRESTON RIDGE PHASE II) - Project Narrative

The proposed assemblage of two additional and adjacent parcels by the existing developers of Preston Ridge is proposed to include a 2.69-acre parcel owned by Startown Holdings, LLC, and a 6.19-acre parcel owned by REC Group, LLC, and is needed to accommodate Phase II residential density and parking. This represents an amendment to the existing PD, thus spreading the multifamily units out to allow for additional units, parking, and increased open space.

Proposed Zoning: Planned Development · PD

Existing Zoning: Tax ID 371112954256, 8.78 acres owned by Startown Multifamily, LLC, 371112956186, 4.99 acres owned by Preston Ridge Property Owner's Association, Inc., and 371112959560, 7.79 acres owned by Startown Holdings, LLC, all of which are currently zoned in the existing Planned Development District. Proposed additions to join the existing PD include Tax ID 372116949674, being 2.69 acres and currently zoned R-20, along with Tax ID 371116946567, being 6.19 acres, and zoned R-20. Both proposed additions subject to voluntary annexation and rezoning to amend existing PD. Proposed total combined acreage of amended PD is approximately 31.09 acres, and 472,468 SF of building area.

Proposed Building Setbacks Front Setback: 20 feet along Short Road, 30 feet along Startown Road. Side Setback: 10 feet along commercial, 20 feet along residential which will include a 10' landscaped buffer or be eliminated by virtue of an executed Buffer Waiver Agreement. Rear Setback: 20 feet along residential; previously established 30' landscape buffer in original rezoning application to be reduced to 10' in this amended application or eliminated by written buffer waiver agreements.

Development Summary Phase 1 of the project is complete. This amendment to the existing PD to facilitate the development of Phase II will consist of seven (7), twenty-four (24) unit buildings, and four (4) nine-bay (9) single-story garages for a total of 168 additional multifamily units for Phase II, and thirty-six (36) garages. A detailed accounting of unit configurations, intensities, number of dwellings, GSF, FAR, and parking calculations are included in the attached AREA ANALYSIS and Site Plan; apartment building heights to be identical to Preston Ridge Phase one building type at 38' – 7".

Open Space Requirements - 20% of 31.09 acres: A minimum of 6.2 acres will be maintained as open space per City of Hickory Land Development Code.

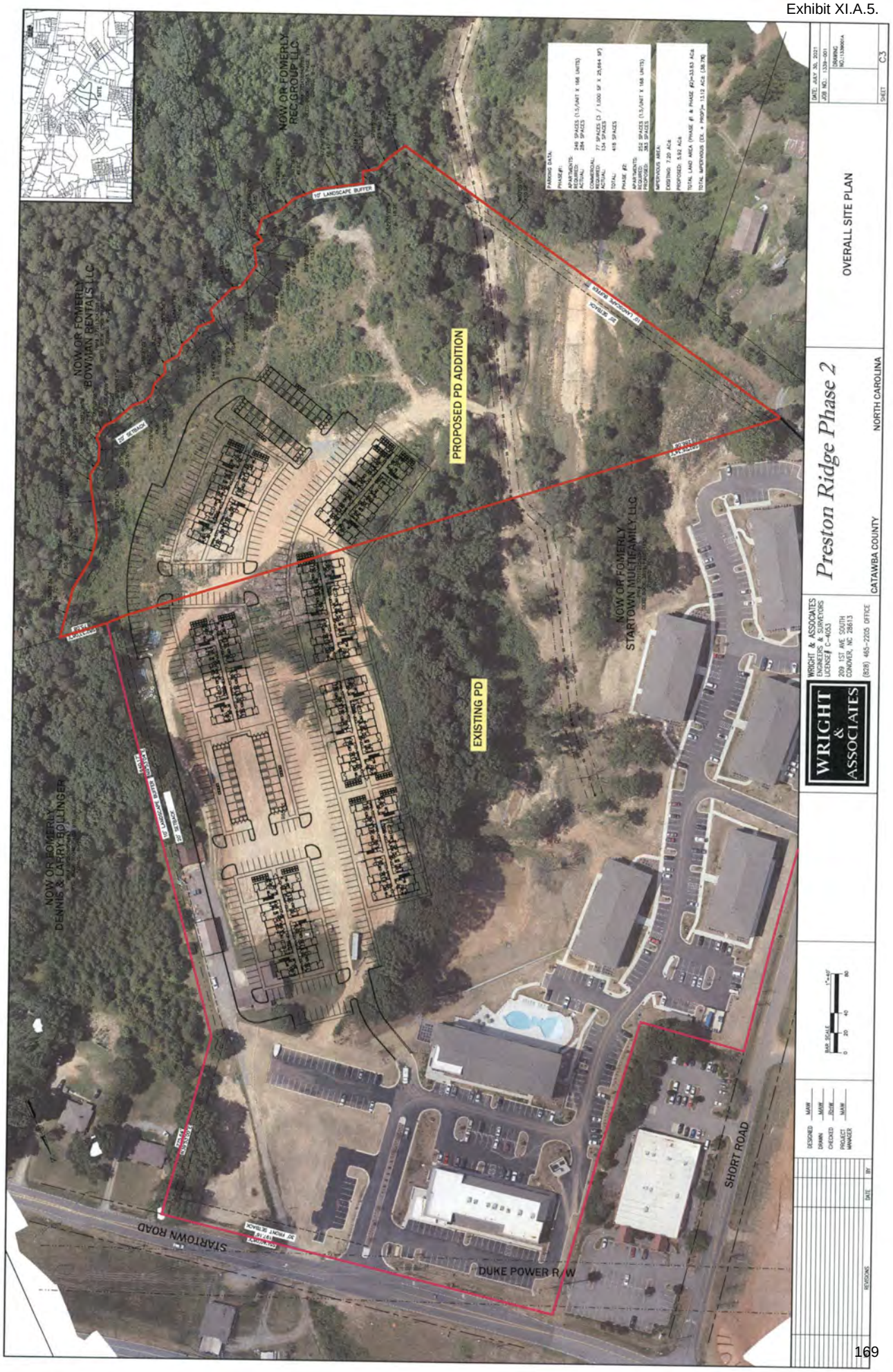
Parking Requirements 1.5 cars per residential unit and 4 cars per thousand square feet of retail/ commercial space= (162) spaces for non-residential + 510 (including Phase 1) spaces for residential for a total of 672 spaces required. A minimum 672 spaces will be provided as per the City of Hickory Land Development Code; attached site plan depicts parking well in excess of requirements.

Trees, Screening, Landscape, and Buffer Areas The development will adhere to the standards of the City of Hickory Land Development Code, City of Hickory Zoning and Tree Ordinances for overall landscaping, mechanical unit screening, and perimeter buffer areas consistent with Phase I completed construction.

Utility Requirements Storm water, Water Quality, and Erosion control was depicted on initial submittal. Final design calculations and overall site system design will be submitted for review and will meet City of Hickory Requirements. Water and Sewer services are requested from the City of Hickory.

Trash Bulk Trash removal services are requested from City of Hickory. Duplex trash/recycling dumpster pads and screens meeting City of Hickory Design Standards will be scattered throughout the project in approximately five locations.

Lighting All exterior building and parking lot lighting will be low level, residential scale pedestrian pole lights directed into interior of site to minimize leakage to adjacent properties.


Preston Ridge Phase 2
OVERALL SITE PLAN
CATAWBA COUNTY
NORTH CAROLINA
WRIGHT & ASSOCIATES
WRIGHT & ASSOCIATES ENGINEERS & SURVEYORS LICENSE # C-4053
209 1ST AVE. SOUTH CONOVER, NC 28613
(828) 465-2205 OFFICE
DATE: JULY 30, 2021
JOB NO.: 1339-001
SHEET C3
PROPOSED PD ADDITION
EXISTING PD
NOW OR FOMERLY BOWMAN RENTALS LLC
NOW OR FOMERLY REC GROUP LLC
NOW OR FOMERLY STARTOWN MULTIFAMILY LLC
NOW OR FOMERLY DENNIS & LARRY BOLLINGER
15' LANDSCAPE BUFFER
STARTOWN ROAD
SHORT ROAD
DUKE POWER R/W
PROPOSED ENTRANCE
EXISTING ENTRANCE
PARKING DATA:
PHASE #1:
APARTMENTS REQUIRED: 246 SPACES (1.5/UNIT X 166 UNITS)
APARTMENTS ACTUAL: 284 SPACES
COMMERCIAL REQUIRED: 77 SPACES (3 / 1,000 SF X 25,664 SF)
COMMERCIAL ACTUAL: 134 SPACES
TOTAL: 418 SPACES
PHASE #2:
APARTMENTS REQUIRED: 255 SPACES (1.5/UNIT X 168 UNITS)
APARTMENTS PROVIDED: 268 SPACES
IMPERVIOUS AREA:
EXISTING: 7.29 AC±
PROPOSED: 5.92 AC±
TOTAL LAND AREA (PHASE #1 & PHASE #2)=33.63 AC±
TOTAL IMPERVIOUS (EX. + PROP)= 13.12 AC± (38.7%)
BAR SCALE
1"=40'
DESIGNED MAW
DRAWN MAW
CHECKED ZDW
PROJECT MANAGER MAW
REVISIONS
DATE
BY

PRESTON RIDGE - AREA ANALYSIS

RETAIL / EDUCATIONAL

		Parking Allotment	FAR (GSF Building/ GSF Parcel)		Occupancy Designation	Space Description	Building Area (Gross)								
Building A															
Basement		61			Education	12,600 SF Shell	12,600 SF								
Level One		60			Mercantile / Business	(9) 1,400 SF Retail Bays	12,600 SF								
			1.86%				25,200 SF	Total Area							
Building B															
Basement		61			Education	12,600 SF Shell	12,600 SF								
Level One		60			Mercantile / Business	(9) 1,400 SF Retail Bays	12,600 SF								
			1.86%				25,200 SF	Total Area							

RESIDENTIAL

	Building Area Gross (Per Building)	Parking Allotment (Total when multiple buildings)	FAR (GSF Building/ GSF Parcel)	Prelim. Building Efficiency (Sum of Rentable/Gross)	Unit Designation	Unit Type	Typ Rentable Area/ Unit* (SF)	Basement	Level One	Level Two	Level Three	Level Four	Totals	
								Residential Unit Summary / Level						
Building 01														
**Location of Amenity and Leasing.	56,312 SF	72	4.16%	68%	1A	Standard 1 Bedroom / 1 Bath	675 SF		2	2	2	2	8	21%
					1A-ALT	Standard 1 Bedroom @ End of Corridors	712 SF							
					1B	Premium 1 Bedroom Behind Elevator	972 SF		1	1	1	1	4	11%
					1C	Large 1 Bedroom / 1 Bath	761 SF							
					1C-ALT	Large 1 Bedroom / 1 Bath @ End of Corridors	787 SF							
					2A	2 Bedroom / 2 Bath w/ Center Balcony	1,048 SF							
					2B	2 Bedroom / 2 Bath w/ Corner Balcony	1,030 SF		4	5	5	5	19	50%
					2B-ALT 1	2 Bedroom / 2 Bath w/ Corner Balcony @ Bldg. Entrance	1,050 SF							
					2B-ALT 2	2 Bedroom / 2 Bath w/ Corner Balcony @ End of Corridors	1,060 SF							
					2C	2 Bedroom / 2 Bath (Student Option 01)	1,220 SF							
					2D	2 Bedroom / 2 Bath (Student Option 02)	1,220 SF							
					3A	Standard 3 Bedroom / 2 Bath	1,295 SF		1	1	1	1	4	11%
					3B	Premium 3 Bedroom / 2 Bath @ Building 01	1,317 SF			1	1	1	3	8%
					Leasing	Level 1	1,036 SF							
					Storage	Leasable Storage @ Basement	74 SF							
					Amenity	Fitness, Yoga, Kitchenette, Clubhouse, Study Rooms, Package, Service Areas @ Basement	8,562 SF							
							Unit Totals / Level	0	8	10	10	10	38	
Buildings 03 and 06														
**Two total buildings.	33,439 SF	86	4.94%	79%	1A	Standard 1 Bedroom / 1 Bath	675 SF	2	5	2	2		11	35%
					1A-ALT	Standard 1 Bedroom @ End of Corridors	712 SF			3	3		6	19%
					1B	Premium 1 Bedroom Behind Elevator	972 SF							
					1C	Large 1 Bedroom / 1 Bath	761 SF		1	1	1		3	10%
					1C-ALT	Large 1 Bedroom / 1 Bath @ End of Corridors	787 SF						0	0%
					2A	2 Bedroom / 2 Bath w/ Center Balcony	1,048 SF	1	1	1	1		4	13%
					2B	2 Bedroom / 2 Bath w/ Corner Balcony	1,030 SF		1				1	3%
					2B-ALT 1	2 Bedroom / 2 Bath w/ Corner Balcony @ Bldg. Entrance	1,050 SF						0	0%
					2B-ALT 2	2 Bedroom / 2 Bath w/ Corner Balcony @ End of Corridors	1,060 SF			1	1		2	6%
					2C	2 Bedroom / 2 Bath (Student Option 01)	1,220 SF							
					2D	2 Bedroom / 2 Bath (Student Option 02)	1,220 SF							
					3A	Standard 3 Bedroom / 2 Bath	1,295 SF	1	1	1	1		4	13%
					3B	Premium 3 Bedroom / 2 Bath @ Building 01	1,317 SF							
					Storage	Leasable Storage @ Basement	89 SF							
							Unit Totals / Level	4	9	9	9		31	
Buildings 04 and 07														
**Two total buildings.	28,218 SF	84	4.17%	82%	1A	Standard 1 Bedroom / 1 Bath	675 SF		2				2	8.33%
					1A-ALT	Standard 1 Bedroom @ End of Corridors	712 SF			2	2		4	16.67%
					1B	Premium 1 Bedroom Behind Elevator	972 SF							
					1C	Large 1 Bedroom / 1 Bath @ End of Corridors	761 SF		1				1	4.17%
					1C-ALT	Large 1 Bedroom / 1 Bath	787 SF			1	1		2	8.33%
					2A	2 Bedroom / 2 Bath w/ Center Balcony	1,048 SF		1	1	1		3	12.50%
					2B	2 Bedroom / 2 Bath w/ Corner Balcony	1,030 SF		1				1	4.17%
					2B-ALT 1	2 Bedroom / 2 Bath w/ Corner Balcony @ Bldg. Entrance	1,050 SF		2	2	2		6	25.00%
					2B-ALT 2	2 Bedroom / 2 Bath w/ Corner Balcony @ End of Corridors	1,060 SF			1	1		2	8.33%
					2C	2 Bedroom / 2 Bath (Student Option 01)	1,220 SF							
					2D	2 Bedroom / 2 Bath (Student Option 02)	1,220 SF							
					3A	Standard 3 Bedroom / 2 Bath	1,295 SF		1	1	1		3	12.50%
					3B	Premium 3 Bedroom / 2 Bath @ Building 01	1,317 SF							

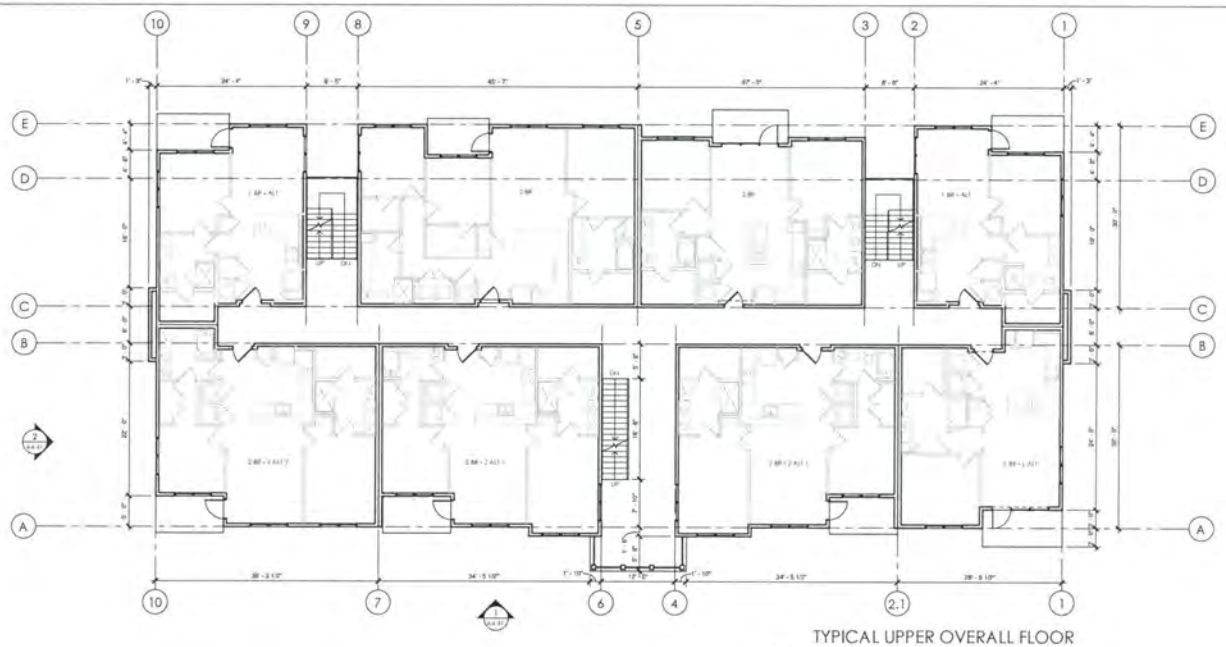
PRESTON RIDGE - AREA ANALYSIS

B+M ARCHITECTURE | NEILL CONSTRUCTION COMPANY | My Niche

								Unit Totals / Level		8	8	8			24	
Building 08																
**Student Housing building.	32,816 SF	99	2.42%	89%	1A	Standard 1 Bedroom / 1 Bath	675 SF									
					1A-ALT	Standard 1 Bedroom @ End of Corridors	712 SF									
					1B	Premium 1 Bedroom Behind Elevator	972 SF									
					1C	Large 1 Bedroom / 1 Bath	761 SF									
					1C-ALT	Large 1 Bedroom / 1 Bath @ End of Corridors	787 SF									
					2A	2 Bedroom / 2 Bath w/ Center Balcony	1,048 SF									
					2B	2 Bedroom / 2 Bath w/ Corner Balcony	1,030 SF									
					2B-ALT 1	2 Bedroom / 2 Bath w/ Corner Balcony @ Bldg. Entrance	1,050 SF									
					2B-ALT 2	2 Bedroom / 2 Bath w/ Corner Balcony @ End of Corridors	1,060 SF									
					2C	2 Bedroom / 2 Bath (Student Option 01)	1,220 SF		4	4	4			12	50%	
					2D	2 Bedroom / 2 Bath (Student Option 02)	1,220 SF		4	4	4			12	50%	
					3A	Standard 3 Bedroom / 2 Bath	1,295 SF									
					3B	Premium 3 Bedroom / 2 Bath @ Building 01	1,317 SF									
					Storage	Leasable Storage @ Level 1	28 SF									
								Unit Totals / Level	0	8	8	8			24	
Phase Two Residential Buildings																
**Seven total buildings.	28,216 SF	347	14.58%	82%	1A	Standard 1 Bedroom / 1 Bath	675 SF			2				2	8.33%	
					1A-ALT	Standard 1 Bedroom @ End of Corridors	712 SF				2	2		4	16.67%	
					1B	Premium 1 Bedroom Behind Elevator	972 SF									
					1C	Large 1 Bedroom / 1 Bath @ End of Corridors	761 SF		1					1	4.17%	
					1C-ALT	Large 1 Bedroom / 1 Bath	787 SF				1	1		2	8.33%	
					2A	2 Bedroom / 2 Bath w/ Center Balcony	1,048 SF		1		1	1		3	12.50%	
					2B	2 Bedroom / 2 Bath w/ Corner Balcony	1,030 SF		1					1	4.17%	
					2B-ALT 1	2 Bedroom / 2 Bath w/ Corner Balcony @ Bldg. Entrance	1,050 SF		2	2	2			6	25.00%	
					2B-ALT 2	2 Bedroom / 2 Bath w/ Corner Balcony @ End of Corridors	1,060 SF			1	1			2	8.33%	
					2C	2 Bedroom / 2 Bath (Student Option 01)	1,220 SF									
					2D	2 Bedroom / 2 Bath (Student Option 02)	1,220 SF									
					3A	Standard 3 Bedroom / 2 Bath	1,295 SF		1	1	1			3	12.50%	
					3B	Premium 3 Bedroom / 2 Bath @ Building 01	1,317 SF									
								Unit Totals / Level		8	8	8			24	
Phase Two Garage/Storage																
**Four Total Buildings	3,025 SF	N/A	0.86%		1G	Private Garages	300 SF			9						
Residential Project Summary																
					1A	Standard 1 Bedroom / 1 Bath	675 SF							48		
					1A-ALT	Standard 1 Bedroom @ End of Corridors	712 SF							48		
					1B	Premium 1 Bedroom Behind Elevator	972 SF							4		
					1C	Large 1 Bedroom / 1 Bath	761 SF							15		
					1C-ALT	Large 1 Bedroom / 1 Bath @ End of Corridors	787 SF							18		
					2A	2 Bedroom / 2 Bath w/ Center Balcony	1,048 SF							35		
					2B	2 Bedroom / 2 Bath w/ Corner Balcony	1,030 SF							30		
					2B-ALT 1	2 Bedroom / 2 Bath w/ Corner Balcony @ Bldg. Entrance	1,050 SF							54		
					2B-ALT 2	2 Bedroom / 2 Bath w/ Corner Balcony @ End of Corridors	1,060 SF							22		
					2C	2 Bedroom / 2 Bath (Student Option 01)	1,220 SF							12		
					2D	2 Bedroom / 2 Bath (Student Option 02)	1,220 SF							12		
					3A	Standard 3 Bedroom / 2 Bath	1,295 SF							39		
					3B	Premium 3 Bedroom / 2 Bath @ Building 01	1,317 SF							3		
			Total Project FAR (Total Bldg Area/Total Parcel Area)										Total Residential Units:	340		
Total Building Area:	472,468 SF															
Total Parcel Area:	1,354,280 SF		34.89%													

January 26, 2022

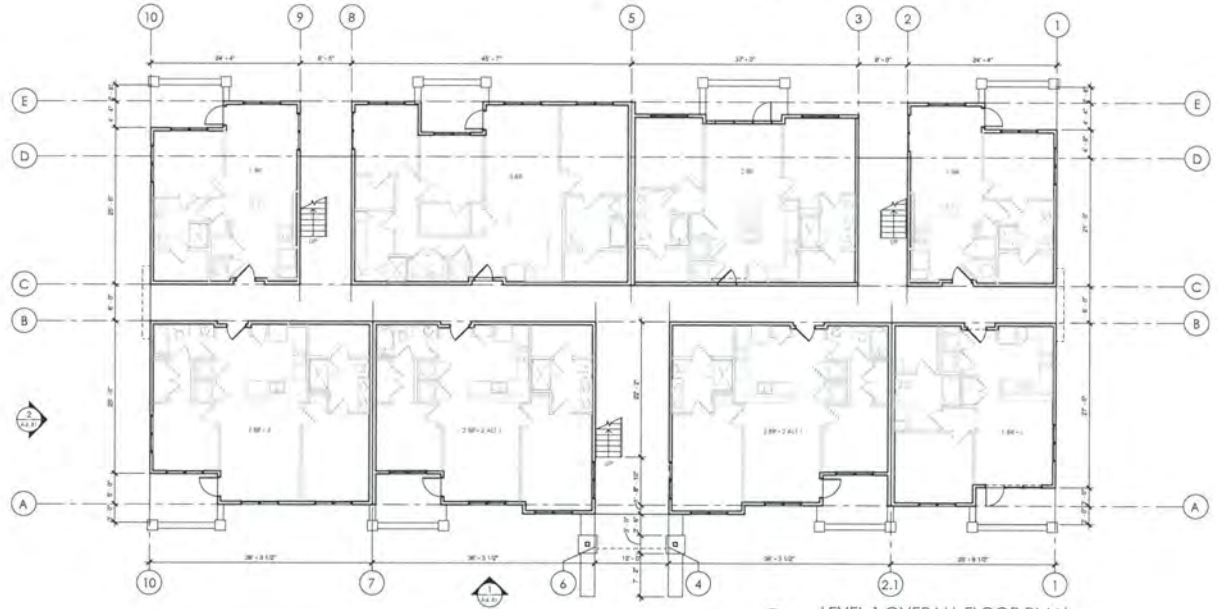
* Unit rentable area is measured to outside face of stud @ exterior and corridor wall, cL of unit dimising walls.



TYPICAL UPPER OVERALL FLOOR PLAN

2 A1.41

SCALE: 1/8" = 1'-0"



LEVEL 1 OVERALL FLOOR PLAN

1 A1.41

SCALE: 1/8" = 1'-0"

BB+M ARCHITECTURE

BEACHAM RUNGE + MANLEY ARCHITECTURE PLLC

1435 WEST MOREHEAD STREET
SUITE 160
CHARLOTTE, NC 28208
704.334.1716

WWW.BBM-ARCH.COM

PRE-DESIGN
NOT FOR CONSTRUCTION

STARTOWN APARTMENTS

LOCATION / HICKORY, NC
PROJECT # / 18LPA620
DATE / 10.26.2018
DRAWN / GM/AS

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Revisions		
No.	Description	Date

BUILDINGS 04 & 07
LEVEL 01 AND TYPICAL FLOOR PLANS

Exhibit XI.A.5.

A1.41

10/26/2018 10:43:20 C:\Users\cmkee\Documents\18LPA620_Startown Apartments_CENTRAL_cmkee.rvt

BUILDINGS 04 AND 07 SIDE ELEVATION

2 / A4.41

SCALE: 1/8" = 1'-0"

BUILDINGS 04 AND 07 ENTRY ELEVATION

1 / A4.41

SCALE: 1/8" = 1'-0"

BB+M ARCHITECTURE

BEACHAM BUNCE + MANLEY ARCHITECTURE PLLC

1435 WEST MOREHEAD STREET
SUITE 160
CHARLOTTE, NC 28208
704.334.1716

WWW.BBM-ARCH.COM

PRE-DESIGN
NOT FOR CONSTRUCTION

STARTOWN APARTMENTS

LOCATION / HICKORY, NC
PROJECT # / 18LPA20
DATE / 10.26.2018
DRAWN / CGS

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Revisions		
No.	Description	Date

BUILDINGS 04 AND 07 ELEVATIONS

A4.41

Exhibit XI.A.5.

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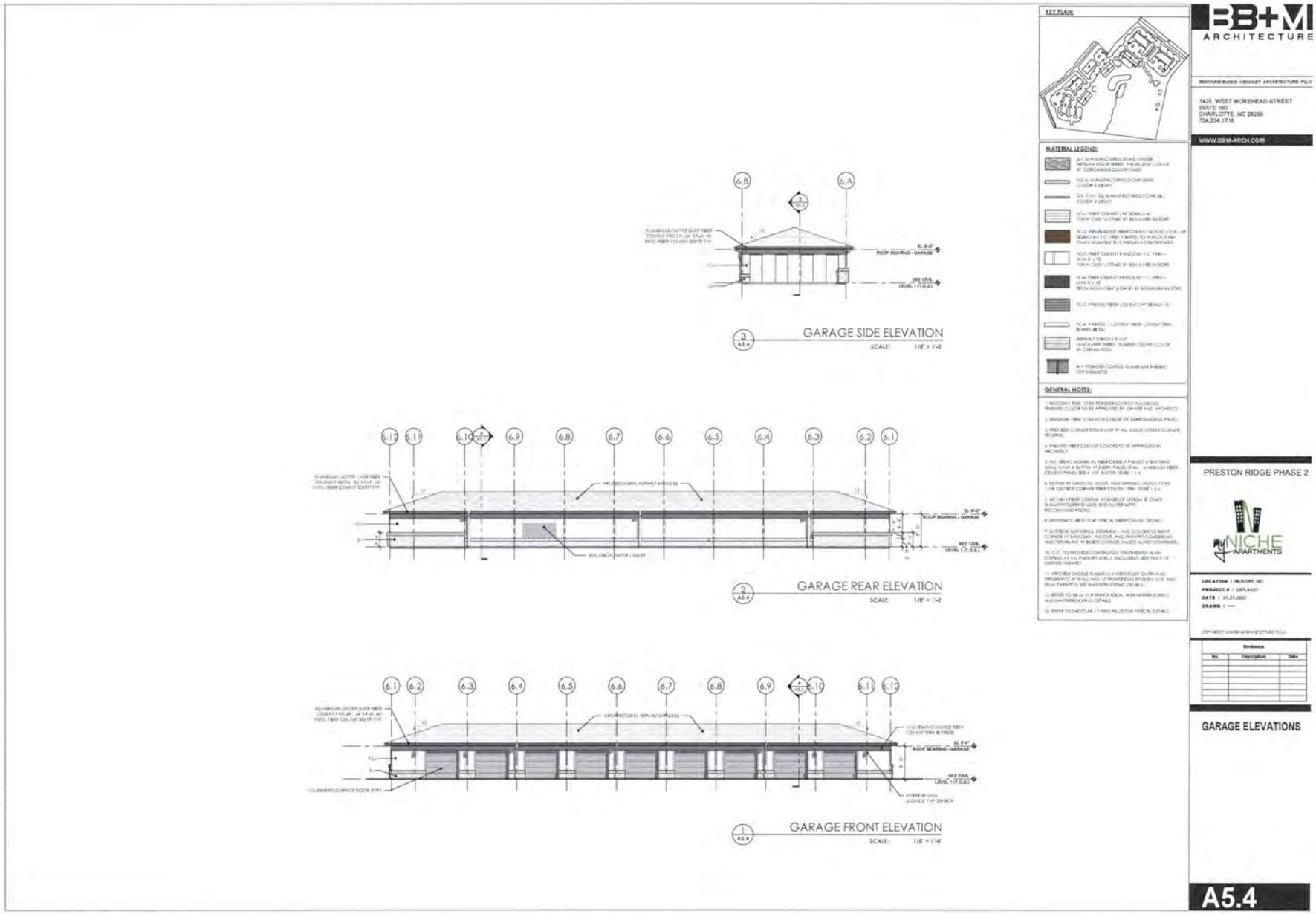
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BEACHAM BUNCE + MANLEY ARCHITECTURE PLLC
1435 WEST MOREHEAD STREET
SUITE 160
CHARLOTTE, NC 28208
704.334.1718
WWW.BBM-ARCH.COM
KEY PLAN:
MATERIAL LEGEND:
GENERAL NOTES:
GARAGE SIDE ELEVATION
SCALE: 1/8" = 1'-0"
GARAGE REAR ELEVATION
SCALE: 1/8" = 1'-0"
GARAGE FRONT ELEVATION
SCALE: 1/8" = 1'-0"
PRESTON RIDGE PHASE 2
NICHE APARTMENTS
GARAGE ELEVATIONS
A5.4