



**Access for the Electronic Meeting**

**Via phone:** 1-646-558-8656

**Via web:**

<https://zoom.us/j/93345690136?pwd=ZFQ2WlhCNDhFK1I3YUjtYkV4WVFTdz09>

**Via Zoom App:**

**Meeting ID:** 933 4569 0136

**Password:** 401807

**March 22, 2021**

Stallings Town Hall  
315 Stallings Road  
Stallings, NC 28104  
704-821-8557

[www.stallingsnc.org](http://www.stallingsnc.org)

**Town Council Agenda**

	Time	Item	Presenter	Action Requested/Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:40 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve agenda as written. <i>(ADD, IF APPLICABLE: with changes as described by Mayor Dunn)</i>  <b>Motion:</b> I make the motion to: 1) Approve the Agenda as presented; or 2) Approve the Agenda with the following changes: _____.
2.	7:45 p.m.	<p><b>Stinson Farms</b></p> <p><b>A. DA19.01.06/DA19.11.02 - Development Agreement for the Stinson Farms Development</b> <i>(Tabled from 02-22-2021)</i> Development Agreement Review and Recommendation for Stinson Farms, a mixed-use project located on the northeast corner of Idlewild Road and I-485.</p> <p>1) Re-open public hearing 2) Information from Staff 3) Public Hearing 4) Close Public Hearing</p> <p><b>B. CZ21.02.01</b> Land Investments, LLC. (Stinson Farms) requests that an approximately 5.43 acre site be rezoned to the CZ-MU-2 zoning district to allow (1) up to 24 multi-family dwelling units, (2) any non-residential uses permitted by right or with additional standards in the MU-2 zoning district and (3) either a convenience store with gasoline pumps or a restaurant with drive-thru windows.</p> <p>1. Open Public Hearing 2. Information from Staff 3. Public Hearing 4. Close Public Hearing</p>	Lynne Hair, Town Planner	Information and Discussion* *Votes will not occur at this meeting.

3.	8:30 p.m.	<b>Silver Line Resolution</b>	Alex Sewell, Town Manager	Approve/Deny resolution
4.	8:45 p.m.	<b>Hotel Tax Resolution</b>	Wyatt Dunn, Mayor	Approve/Deny resolution
5.	8:50 p.m.	<b>Annual Retreat</b> <b>A. Recap &amp; Follow-Up</b> <b>B. Suggestions for Changes to Downtown Action Plan &amp; Priorities</b> <b>C. Council Feedback on Annual Retreat</b>	Alex Sewell, Town Manager	Information and Discussion
6.	9:10 p.m.	<b>Adjournment</b>	Wyatt Dunn, Mayor	Motion to adjourn



# MEMO

To: Town Council  
From: Lynne Hair, Planning Director  
Date: March 17, 2021  
RE: DA19.01.06/DA19.11.02 – Development Agreement Review and Recommendation for Stinson Farms, a mixed-use project located on the northeast corner of Idlewild Road and I-485.

---

## **Request:**

Consideration of Development Agreement denied by the Planning Board on 12/15/2020 based on concessions made the developer as negotiated with Town Council.

## **Recommendations:**

The Planning Board is recommending approval (3-1 Craver)

Staff is recommending approval.

## **Information:**

Stinson Farms is a proposed mixed-use development involving several parcels of land located at the interchange of I-485 and Idlewild Road. The project has direct frontage on Idlewild Road and is adjacent to the Shannamara subdivision to the east.

The original application for this project was submitted in April 2019. Over the past year and a half, the Town has worked with the applicant to ensure that the plan meets ordinance requirements.

The project was forwarded to the DA Sub Committee in August at which time the Council began meeting with the applicant and negotiating conditions designed to protect existing residents, provide a sense of place, and promote walkability.

The following are concessions made by the developer as a result of Town Council negotiations:

1. A 100' buffer (or 70' with a fence) where adjacent to the Shannamara neighborhood.
2. Provided single family residential adjacent to the existing single family residential in the Shannamara neighborhood.

3. The 3 homes in the Shannamara neighborhood that do not have single family residential behind them do have the 100' buffer (or 70' with a fence), a road and the side yard of a town home building behind them. The applicant has agreed to plant additional tall, fast growing evergreens in this area.
4. Provided green way trails as shown on the Stallings Parks, Recreation and Greenway plan, including the Stallings Spine segment on Idlewild Road frontage.
5. Will be providing road improvements including the widening of Idlewild Road to 4 lanes from I-485 to Stevens Mill Road.
6. Reduced the overall residential unit count on the DA site from 618 to 504, an overall reduction of 114 units, or 18%.
7. Agreed to reduce the allowable number of fast-food restaurants from 3 to 1 on the DA site.
8. Remove two multi-family buildings and convert area to single family attached (townhome) buildings.
9. Moved the convenience store and one multi-family building to property at the interchange of I-485 and Idlewild Road, moving away from the existing and proposed residential units.
10. The applicant has agreed that they will not pursue private sewer treatment if County sewer is not available.
11. Agreed in concept to increase the setback size on Idlewild Road so that green space between the edge pavement the knee wall is much closer to what is depicted on the Exhibit shared at the Planning Board after the widening of Idlewild Road to 6 lanes by NCDOT. Please note the details of this need to be further worked out and confirmed.

The attached site plan is the final revision resulting from the negotiated conditions. Below please find project details and history.

**Subcommittee Recommendation: 10/26/2020**

Forward onto the Planning Board with NO RECOMMENDATION.

**Planning Board Recommendation: 12/15/2021**

DENIAL

**Applicant Information:**

An application was received for the two individual Development Agreements as follows:

1. DA19.01.06:  
Applicant: JLA3, LLC and Idlewild Partners, LLC, Metrolina Properties  
Size: 51.47 acres

Use: 384 Multi Family Units, 69 Townhome Units, 13 Single family lots, Retail, Office, Convenience Store with Gas Pumps.  
Filed: June 25, 2019.  
Amended Application Filed September 19, 2019.

2. DA19.11.02:  
Applicant: Metrolina Properties Limited Partnership  
Size: 22.798 acres  
Use: 52 Townhome Units, 19 single family lots  
Filed November 17, 2019

Please note, the DA applications were received prior to the adoption of the September 23, 2019 ordinance changes making apartments a CZ and the subsequent decrease in permitted densities. While a cohesive plan has been presented, the DA's will need to be voted on individually. However, the DA's are tied to a single project and will both need to be approved or denied. A split vote approving one and denying the other is not desired by the applicant.

### **History:**

History of these properties has included the potential development of a mall and an outlet mall. There are three separate property owners involved, John Armistead (represented by Wade Robinson), Withrow Capital Group (represented by Terry Williams), and Wesley Faulk (represented by Wes Hinson).

During the Comprehensive Land Use Plan and Small Area Plan process, plans were adopted (11/27/2017) showing mixed use on the property to include an office park, retail use, multi family, townhomes, and single-family housing. A goal of these plans was and is to protect existing residential uses.

In April of 2019, the first development agreement application was received on the Withrow Capital property that included an apartment complex that straddled the County line. A second application for the Armistead properties was received in June 2019 that included an apartment complex and commercial outparcels fronting Idlewild Road.

Staff began meeting with the applicants individually Spring of 2019 to express concerns with the plans and their lack of compliance with the land use plans. Staff also expressed the need for single family housing to be located adjacent to the Shannamara development to protect this neighborhood as expressed in the approved Small Area Plan.

During these meetings staff also encouraged the applicants to work together and present a cohesive master plan for the entire area that would show connectivity, both vehicular and pedestrian as well as show how the projects would work together.

On September 19, 2019, a revised plan was submitted for the Armistead property showing a reduction in multifamily and the addition of townhomes on the eastern side of the property.

On November 7, 2019, a new plan was submitted by Withrow Capital for the Stinson property that showed townhomes directly adjacent to the Shannamara development. The original apartment project was amended to remove the portion of the project in Mecklenburg County and was incorporated into the overall Stinson Village plan in addition to the townhomes submitted on November 7<sup>th</sup>.

In early 2020, a combined plan was submitted, and DR Horton was introduced as the sole developer of all properties.

**Development Agreement Sub Committee Meetings Summary:**

Four Sub Committee meetings were held as follows:

8/24/2020:

Use	Units	Acreage	DUA
Multi Family	408	23.54	17.33
Townhomes	203	33.25	6.10
Commercial	N/A	13.3	N/A

Identified commercial: convenience store with gas pumps, fast food restaurants as well as the potential for all uses listed as permitted in the MU-2 zone by the Stallings Development Ordinance.

Discussion: With this plan, the subcommittee expressed concerns with the lack of single-family housing and buffering adjacent to the Shannamara neighborhood. Protection of existing residential uses was expressed as a goal of the Idlewild Road Small Area Plan. To address this concern, the subcommittee requested that the developer provide single family housing directly adjacent to the Shannamara neighborhood as well as a 100’ buffer in this area.

The density of the project was also expressed as a concern.

Renderings of the proposed apartments were provided and discussed. A desire for on-street parking along the main street and the residential units fronting this street to be “activated” to the street was requested meaning further characteristics consistent with a traditional neighborhood development vision (ex: Birkdale Village, Baxter Village, etc.).

Renderings for the proposed townhomes were not provided at this time.

Outcome: The subcommittee directed the applicant to address the following:

- Single family residential adjacent to Shannamara
- 100’ Buffer adjacent to Shannamara

- Address the density concerns
- Provide renderings of the proposed townhomes
- On-street parking along the main street
- Activation of residential units to the main street

A second meeting was scheduled for September 14, 2020.

9/14/2020:

Use	Units	Acreage	DUA
Multi Family	384	22.2	17.29
Townhomes	121	15.97	7.57
SFR	32	18.63	1.71
Commercial	N/A	13.3	N/A

A revised site plan was submitted by the applicant addressing the requested changes as follows:

- 32 single family homes were located adjacent to Shannamara.
- The inclusion of the 32 single family homes required the reduction in townhome units having a slight impact on overall density.
- A 100' buffer was provided adjacent to the Shannamara neighborhood with the option to reduce to 70' when a 5' screening fence is applied per ordinance allowance.
- Town home elevations were provided.
- On-street parking and building activation of the multifamily buildings facing the main street was shown on the revised site plan.

Discussion:

The subcommittee appreciated the concessions of the single family residential, the 100' buffer, and the on-street parking, but still expressed significant concerns with the overall proposal.

Discussions during the second meeting included a focus on the retail outparcels and their lack of integration into the overall site plan. It was expressed to the applicant that the Comprehensive Land Use Plan showed the subject property as a *Walkable Activity Center* and promoted an integrated mixed-use development connected both from a vehicular and pedestrian standpoint. The submitted site plan showed residential on the back portion of the property with retail outparcels along Idlewild Road. Concerns with the layout and the lack of compliance with the Comprehensive Land Use Plan were expressed to the applicant.

The townhome elevations were also discussed and a need for a larger front porch on the units.

A need for additional connectivity and integration of the retail outparcels into the overall site plan were expressed.

Concerns with a convenience store with gas pumps and multiple fast-food restaurants as a part of the plan were discussed and how these uses and their locations do not comply with the approved land use designation of a *Walkable Activity Center* was expressed.

Outcome:

The subcommittee directed the applicant to address the following:

- Integrate the commercial uses into the overall site plan.
- Provide a reduction in the intensity of commercial uses.
- Continue to provide more connectivity and improved building elevations.

A third subcommittee meeting was scheduled for 9/28/2020

9/28/2020:

Use	Units	Acreage	DUA
Multi Family	384	22.2	17.29
Townhomes	121	15.97	7.57
SFR	32	18.63	1.71
Commercial	N/A	13.3	N/A

No changes made to the site plan.

Discussion:

Concerns continued to be expressed that the commercial development was not integrated into the overall site plan and did not comply with the Comprehensive Land Use Plan designation for the site as a *Walkable Activity Center*.

A desire to see all the property owned by the applicants shown on a master plan for the area was expressed, including the Mecklenburg County properties.

Subcommittee members expressed a desire to see the office park shown on the Small Area Plan integrated into the overall site plan as future development. This request was not responded to by the applicant.

Concerns with the convenience store with gas pumps and fast-food restaurants with drive thru windows continued. The subcommittee expressed a desire to eliminate these uses from the plan because of inconsistency with the Comprehensive Land Use Plan.

Outcome:



- The subcommittee recommended that the Town’s attorney and the applicant’s attorney discuss some apparent legal disagreements and report back.
- It was requested that the applicant remove convenience stores with gas pumps and fast-food restaurants with drive thru windows from their proposed plan.

A fourth subcommittee was scheduled for October 26, 2020.

10/26/2020:

Use	Units	Acreage	DUA
Multi Family	384	22.2	17.29
Townhomes	121	15.97	7.57
SFR	32	18.63	1.71
Commercial	N/A	13.3	N/A

A revised site plan showing knee wall and improved landscaping between the commercial outparcels and residential uses was submitted.

Discussion:

Discussion of the commercial outparcels needing to be integrated into the overall site plan and to comply with the Comprehensive Land Use Plan designation of a *Walkable Activity Center* continued.

Including a list of uses that excluded convenience stores with gas pumps and fast-food restaurants with drive thru windows was discussed and the applicant was not in agreement with this request.

Outcome:

The subcommittee voted to move the proposed development agreement onto the Planning Board with NO RECOMMENDATION.

**Additional Information:**

TIA:

A Traffic Impact Analysis was conducted for the site and mitigation measures identified. A link to the TIA will be provided. Staff has also prepared a memo outlining the recommended improvements.

Idlewild Road is scheduled to be widened, impacting the applicant’s site. The proposed right of way has been considered and shows on their site plan.

School Impact:

Union County Public Schools were provided with a copy of the applicant's proposed plan and submitted their impact report. This has also been forwarded for the committee's use.

The development falls in the Porter Ridge cluster.

#### Greenways:

The applicants are showing greenway trails throughout and along their site that will connect to the future multi use path proposed on Idlewild Road and identified in the Stallings Parks and Greenway Master Plan. The multiuse path on Idlewild Road will also be provided by the applicant as a part of the widening of Idlewild Road.

DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
METROLINA PROPERTIES LIMITED PARTNERSHIP  
AND  
TOWN OF STALLINGS

Prepared by and Return to:  
John H. Carmichael  
Robinson, Bradshaw & Hinson, P.A.  
101 N. Tryon Street, Suite 1900  
Charlotte, NC 28246

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF UNION )

**DEVELOPMENT AGREEMENT**

This Development Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”) by and between **Metrolina Properties Limited Partnership**, a North Carolina limited partnership (“**Developer**”), and the **Town of Stallings**, a North Carolina municipal corporation (“**Town**”).

**STATEMENT OF PURPOSE**

1. Section 160A-400.20(a)(1) of the North Carolina General Statutes provides that “large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.”
2. Section 160A-400.20(a)(3) of the North Carolina General Statutes provides that “because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.”
3. Section 160A-400.20(a)(4) of the North Carolina General Statutes provides that “because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development.”
4. Section 160A-400.20(a)(5) of the North Carolina General Statutes provides that "because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."
5. Section 160A-400.20(a)(6) of the North Carolina General Statutes provides that “to better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments.”
6. Section 160A-400.23 provides that a local government may enter into a development agreement with a developer for the development of “developable property of any size.”
7. In view of the foregoing, Sections 160A-400.20(b) and 160A-400.22 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections 160A-400.20 through 160A-400.32 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

## BACKGROUND

1. Developer is the owner of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Mecklenburg County, North Carolina that is designated as Tax Parcel No. 195-112-01 on the Mecklenburg County Tax Maps (the “**Metrolina - Mecklenburg Property**”).
2. Developer is the owner of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that is designated as Tax Parcel No. 070-750-23 on the Union County Tax Maps (the “**Metrolina – Union Property**”).
3. The Metrolina – Mecklenburg Property and the Metrolina – Union Property are hereinafter collectively referred to as the “**Property.**” The Property contains approximately 22.798 acres is subject to the terms and conditions of this Agreement. The Property is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference. The Property is zoned MU-2.
4. Developer desires to develop a portion of a residential community (the “**Project**”) on the Property in accordance with the terms of this Agreement, the Concept Plan (defined below) and the Town of Stallings Development Ordinance (the “**Ordinance**”) that will contain single family detached dwelling units and single family attached dwelling units and associated residential amenities.
5. The Project is an approximately 22.798 acre portion of an approximately 74.268 acre multi-use development that has been planned as a single unified development. This single unified development of which the Project is a part is hereinafter referred to as the “**Unified Development.**”
6. After careful review and deliberation, the Town has determined that the Project is consistent with the Ordinance and that it would further the health, safety, welfare and economic well-being of the Town.
7. The Town has also determined that the Project will secure quality planning and growth, strengthen the tax base and provide public amenities and infrastructure.

Accordingly, Developer and the Town desire to enter into this Agreement for the purposes of coordinating the construction of infrastructure that will serve the Project and the community at large and providing assurances to Developer and its successors in interest that Developer may proceed with the development of the Project in accordance with the terms of this Agreement and the approvals set forth herein without encountering future changes in ordinances, regulations or policies that would affect Developer’s ability to develop the Project under the terms of this Agreement.

## TERMS

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree as follows:

1. Public Hearing. Pursuant to Section 160A-400.24 of the North Carolina General Statutes, the Town Council conducted a public hearing on \_\_\_\_\_, 2021 in accordance with the procedures set out in N.C.G.S. § 160A-364, and it approved on \_\_\_\_\_, 2021 the subsequent execution of this Agreement by the Town. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property and a place where a copy of the Agreement can be obtained. The approval of this Agreement by the Town Council included the approval of the eight (8) page Site Development Plan (as defined in Section 7.7(D)(1) of the Ordinance) for the Project (the “**Concept Plan**”) attached hereto as **Exhibit B** and incorporated herein by reference. As referenced above, the Project is a portion of the Unified Development, and the Concept Plan includes the Property and the other portions of the Unified Development.

2. Permitted Uses/Maximum Density. Subject to the limitations set out herein and on the Concept Plan, the Property may be devoted to the uses and to the development densities set out below.

A. A maximum of 52 single family attached dwelling units may be developed on the Property.

B. A maximum of 19 single family detached dwelling units may be developed on the Property.

C. Incidental and accessory uses relating to the foregoing residential uses that are permitted in the MU-2 zoning district may be developed on the Property. Incidental and accessory uses may include, without limitation, amenities for the single family detached dwelling units and the single family attached dwelling units.

D. Private Sewer Treatment Facility. A private sewer treatment facility shall not be permitted on the on the Property.

3. Development of the Property. The Property may be developed in accordance with the Concept Plan, Site Construction Plans (as defined in Section 7.7(G)(1) of the Ordinance) subsequently submitted to and approved by the Development Administrator, associated permits, the applicable provisions of the Ordinance and the terms of this Agreement. Approval of this Agreement pursuant to Sections 160A-400.20 et seq. of the North Carolina General Statutes does not confer additional authority to the Town to consider the development of the Property or to impose conditions or restrictions beyond those allowed by the Ordinance. The agreements of the Developer herein are voluntary agreements. The development and uses depicted on the Concept Plan are schematic in nature and are intended to depict the general arrangement of uses and improvements on the Property. Accordingly, the ultimate layout, locations and sizes of the development and site elements depicted on the Concept Plan are graphic representations of the proposed development and site elements, and they may be altered or modified in accordance with the setback, yard, buffer and landscaping requirements set forth on the Concept Plan.

4. Development Schedule. The Project shall be developed in accordance with the schedule set out below, or as may be amended by the agreement of the parties to reflect actual market absorption. Pursuant to N.C.G.S. § 160A-400.25(b), the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of this Agreement pursuant to N.C.G.S. § 160A-400.27 but must be judged based upon the totality of the circumstances,

including, but not limited to, Developer's good faith efforts to attain compliance with the relevant development schedule. The development schedule is a budget planning tool and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace of development if market conditions support a faster pace.

A. Within the later to occur of five (5) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property, Developer shall commence the development of the single family detached dwelling units and the single family attached dwelling units.

B. The development of the Project shall be substantially completed within the later to occur of fifteen (15) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property. Substantially completed shall mean that all streets and infrastructure have been constructed and installed on the Property.

C. This Section 4 of the Agreement relates only to the development schedule of the Project. After the substantial completion of the development of the Project as defined above in subparagraph B above, the development and use of the Property will continue to be subject to the terms and conditions of this Agreement

5. Transportation Improvements. The development of the Property shall comply with the following transportation requirements.

A. Vehicular access to the Property shall be as generally depicted on the Concept Plan. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any other adjustments that are approved by the Town and/or the North Carolina Department of Transportation ("NCDOT").

B. The Property will be served by internal public streets and internal private streets, and adjustments to the locations of the internal public streets and the internal private streets shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer. Additionally, modifications to the alignments and locations of the internal drives, vehicular circulation areas and driveways shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer.

C. Subject to the approval of NCDOT and the terms of this paragraph 5, Developer, or its successors in interest, shall install all of the transportation improvements that are required to be installed by the developer of the Project in a Traffic Impact Analysis dated \_\_\_\_\_, 2020 prepared by Ramey Kemp and Associates or in any amended Traffic Impact Analysis for the Project subsequently approved by NCDOT (collectively, the "TIA"). The transportation improvements that are required to be installed by the developer of the Project shall be installed in accordance with the schedule and/or the phasing analysis in the TIA or in any amended TIA approved by NCDOT, and such transportation improvements shall be installed in accordance with the specifications of NCDOT.

D. The transportation improvements that are required to be installed by the developer of the Project as set out in the TIA may be amended and revised provided that an amended TIA is prepared and approved by NCDOT.

E. If Developer does not move forward with the development of the Project, Developer shall not be required to install any of the transportation improvements set out in the TIA or in any amended TIA.

6 Multi-Use Path/Greenway Trail.

A. Developer shall install a minimum 12 foot wide multi-use path/greenway trail within the Property as generally depicted on the Walkability Exhibit of the Concept Plan. This 12 foot wide multi-use path/greenway trail shall be constructed in accordance with the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan and shall be located within public right of way.

B. The Project, and the infrastructure relating thereto, shall be developed in phases. The minimum 12 foot wide multi-use path/greenway trail referenced above located within each phase of the Project shall be completed prior to the issuance of the first certificate of occupancy for the phase of the Project in which the relevant portion of the 12 foot wide multi-use path/greenway trail is located.

7. Architectural and Design Standards.

A. Single Family Detached Dwelling Units. The architectural standards set out below shall apply to any single family detached dwelling unit developed on the Property.

(1) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding with shake and board and batten accents.

(2) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.

(3) Dimensional shingles shall be utilized on the roof.

(4) Approximately 18 inches to 24 inches of the base of the front and side exterior walls shall be clad with brick or stone.

(5) Each single family detached dwelling unit shall include a covered front porch that faces the adjacent street.

(6) The minimum floor to ceiling height of the first floor of each single family detached dwelling unit shall be nine (9) feet.

(7) The front façade (street facing façade) shall be articulated through the use of gables and offsets.



(8) Each single family detached dwelling unit shall have a minimum two (2) car garage with a carriage style door and hardware.

(9) Adequate swales will be installed between the single family detached dwelling units in accordance with standard engineering design criteria.

(10) Crawl space construction techniques and professional landscape design shall be employed to establish finished floor elevations a minimum of two (2) feet above the adjacent public sidewalk.

B. Single Family Attached Dwelling Units. The architectural standards set out below shall apply to any single family attached dwelling unit developed on the Property.

(1) Each single family attached dwelling unit will be alley loaded.

(2) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding with shake and board and batten accents.

(3) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.

(4) Dimensional shingles shall be utilized on the roof.

(5) Approximately 18 inches to 24 inches of the base of the front and side exterior walls shall be clad with brick or stone.

(6) Each single attached dwelling unit shall have a covered front porch with a minimum width equal to 40 percent (40%) of the width of the front façade of the single family attached dwelling unit.

(7) The minimum floor to ceiling height of the first floor of each single family attached dwelling unit shall be nine (9) feet.

(8) The front façade (street facing façade) shall be articulated through the use gables and offsets.

(9) Sidewalks shall connect each single attached dwelling unit to a public sidewalk.

(10) Adequate swales will be installed between the buildings containing single family attached dwelling units in accordance with standard engineering design criteria.

(11) Crawl space construction techniques and professional landscape design shall be employed to establish finished floor elevations a minimum of two (2) feet above the adjacent public sidewalk.

C. Buffer.

(1) As depicted on the Concept Plan, a 100 foot wide Type B buffer shall be established along the eastern and northern boundary lines of the Property. The width of this Type B buffer may be reduced by thirty percent (30%) to seventy (70) feet through the installation of a five (5) foot tall screen fence as allowed in the Ordinance.

(2) The Type B buffer located along the northern boundary line of the Property shall include evergreen trees to provide additional screening for the existing single family homes located on Anglesey Court.

8. Laws Governing the Development of the Project. The laws, land development regulations and ordinances applicable to the development of the Project are those in force as of the Effective Date and those applicable Ordinance provisions that were in force and effect on the date that the Development Agreement Application relating to this Agreement was filed with the Town (the “Preserved Ordinance Provisions”). Accordingly, Developer and its successors in interest shall have a vested right to develop the Project in accordance with the Concept Plan, the terms of this Agreement and the terms of the Ordinance and any applicable laws, land development regulations and ordinances in force as of the Effective Date and in accordance with the Preserved Ordinance Provisions during the entire term of this Agreement. Pursuant to N.C.G.S. § 160A-400.26 and except as provided in N.C.G.S. § 160A-385.1(e), the Town may not apply subsequently adopted laws, land development regulations, ordinances or development policies to the Project or to the Property during the term of this Agreement without the written consent of Developer or its successors in interest. Additionally, no future impact fees shall apply to the Project or to the Property without the written consent of Developer or its successors in interest. This Agreement does not abrogate any rights preserved by N.C.G.S. § 160A-385 or N.C.G.S. § 160A-385.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement. The Town and Developer agree that the specific laws, land development regulations and ordinances in force as of the Effective Date and the applicable Preserved Ordinance Provisions are more particularly set out on Exhibit D attached hereto and incorporated herein by reference, and are in a binder on file with the Town.

9. Term. The term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years thereafter on \_\_\_\_\_ unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.

10. Local Development Permits. In accordance with N.C.G.S. § 160A-400.25(6), the following is a description or list of the local development permits approved or needed to be approved for the development of the Project:

- A. Erosion and Sediment Control Permit (Union County).
- B. Water Extension Permit (NCDENR).
- C. Sewer Extension Permit (NCDENR).
- D. NCDOT Encroachment Permit.
- E. NCDOT Entrance Permit.
- F. Zoning Permits.
- G. Building Permits.

H. All other local, state or federal permits required for the Project.

The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with the law governing the local permitting requirements, conditions, terms or restrictions.

11. Public Facilities. The following public facilities will serve the Project: public sewer and public water. Public water will be provided by Union County Public Works and is currently available to the Property. Public sewer will be provided by Union County Public Works. Public sewer is not currently available to the Property, however, it is anticipated that public sewer will be available to the Property on or before March 31, 2022 as a result of a funded Union County Public Works project. In any event, public sewer shall be available to the Property prior to the issuance of the first building permit for the Project. Notwithstanding the foregoing, with respect to public sewer and public water, the Project may utilize Charlotte Water with respect to public sewer and public water at the option of Developer.

12. Sewer and Water Lines. Developer, at its sole cost and expense, shall engineer, design, permit, construct and install the water and sewer lines to be located within the Project (the "**Internal Water and Sewer Lines**"). The Internal Water and Sewer Lines shall be engineered, designed, constructed and installed in accordance with all applicable federal, state and local laws, regulations, ordinances and policies. The Internal Water and Sewer Lines shall be transferred to Union County or other applicable public agency for ownership and maintenance after such lines have been constructed and installed.

13. Amendment. The terms of this Agreement may be amended by the mutual consent of the parties hereto or their successors in interest. A major modification of the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. A minor amendment to the Concept Plan approved by the Town of Stallings Development Administrator shall not be considered to be a major amendment to this Agreement. The Development Administrator shall have the authority to approved minor, administrative amendments to the Concept Plan.

14. Recordation/Binding Effect. Within fourteen (14) days after the Town enters into this Agreement, Developer shall record this Agreement in the Union County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

15. Periodic Review.

A. Pursuant to N.C.G.S. § 160A-400.27, the Development Administrator or other Town Manager designee shall conduct a periodic review, (the "**Periodic Review**") at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.

B. If, as a result of the Periodic Review, the Town finds and determines that Developer has committed a material breach of the terms or conditions of the Agreement, the Town shall serve notice in writing, within a reasonable time after the Periodic Review, upon Developer setting forth

with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing Developer a reasonable time in which to cure the material breach.

C. If Developer fails to cure the material breach within the time given, then the Town unilaterally may terminate or modify the Agreement; provided, however, that the notice of termination or modification or finding of breach may be appealed to the Board of Adjustment in the manner provided by N.C.G.S. § 160A-388(b).

16. Default. The failure of Developer or the Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law, provided, however, that no termination of this Agreement may be declared by the Town absent its according to Developer the notice and opportunity to cure set out in N.C.G.S. § 160A-400.27. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Union, State of North Carolina, or in the Federal District Court in the Western District, and the parties hereto submit to the personal jurisdiction of such courts without application of any conflicts of laws provisions of any jurisdiction. Notwithstanding anything contained herein to the contrary, the violation of any rule, policy, regulation, ordinance or law by a tenant in the Project shall not be considered to be an event of default under this Agreement. That being said, the Town is not waiving its ability or right to enforce the Ordinance or any other Town regulation in accordance with the terms of the Ordinance or any such regulation.

17. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the fifth (5<sup>th</sup>) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to:

The Town at: Town of Stallings  
c/o Town Manager  
315 Stallings Road  
Stallings, North Carolina 28104

Developer at: Metrolina Properties Limited Partnership  
Attention: Terry Williams  
1341 East Morehead Street, Suite 201  
Charlotte, NC 28204

18. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and Developer relative to the Property and the Project and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.
19. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
20. Assignment. After notice to the Town, Developer may assign its rights and responsibilities hereunder to subsequent land owners of all or any portion of the Property, provided that no assignment as to a portion of the Property will relieve Developer of responsibility with respect to the remaining portion of the Property owned by Developer without the written consent of the Town. In the event that Developer sells the Property in its entirety and assigns its rights and responsibilities to a subsequent land owner, then Developer shall be relieved of all of its covenants, commitments and obligations hereunder.
21. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.
22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
23. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.
24. Agreements to Run with the Land. This Agreement shall be recorded in the Union County Public Registry. The agreements contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property unless otherwise provided herein.
25. Hold Harmless. Developer agrees to and shall hold the Town, its officers, agents, employees, consultants, special counsel and representatives, harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or their contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project. Developer agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Project. This hold harmless Agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred

to in this paragraph. The Town may make all reasonable decisions with respect to its representation in any legal proceeding.

Notwithstanding the foregoing, Developer's obligation to indemnify and hold the Town harmless shall not extend to any claims, losses or damages that arise from the acts or omissions of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives as well as any claims, losses or damages arising from the gross negligence or willful misconduct of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives.

26. Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

27. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town of Stallings Town Council. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. Town has pre-audited this Agreement and the obligations hereunder to ensure compliance with budgetary accounting requirements (if any) that may apply. This Agreement is conditioned upon, and shall not be operative until, any required pre-audited certification is supplied.

28. Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the person signing this Agreement has the authority to bind the Developer or the Town.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

Developer:

METROLINA PROPERTIES LIMITED PARTNERSHIP,  
a North Carolina limited partnership

By: Withrow Capital Investments, LLC, a North  
Carolina limited liability company,  
Its General Partner

By: Withrow Capital, Inc., a North Carolina corporation,  
Its Manager

By: \_\_\_\_\_  
Name: Terry L. Williams  
Title: President

State of North Carolina  
County of \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Terry L. Williams.

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

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed or Typed Name

My Commission Expires: \_\_\_\_\_

Town:

TOWN OF STALLINGS, NORTH CAROLINA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

ATTESTED BY:

\_\_\_\_\_  
Erinn E. Nichols, Town Clerk

North Carolina  
County of Union

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, do hereby certify that Erinn E. Nichols personally appeared before me this day and acknowledged that she is the Clerk of the Town of Stallings, and that by authority duly given, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by Erinn E. Nichols as its City Clerk.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed or Typed Name

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Town Attorney

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

\_\_\_\_\_  
Marsha Gross, Finance Director



## EXHIBIT "A"

### Property – Legal Description

BEING all that certain tract or parcel of land located within the Town of Stallings, Mecklenburg and Union Counties, North Carolina, and fronting on Marshall Hooks Road and also located nearby and to the East of Interstate Highway 485, and being more particularly described as follows:

BEGINNING at an existing iron pipe ("Beginning Point") located within Union County, North Carolina, said existing iron pipe Beginning Point being located at an existing corner on the northerly boundary line of JLA3 LLC as described in Deed Book 1584 Page 418 of the Union County Registry, said existing iron pipe Beginning Point being also located North 75-25-58 East 1,273.03 feet along an overland tie line from an existing NC Department of Transportation right-of-way disk ("Commencement Point") located at the intersection of the northeasterly right-of-way margin of Idlewild Road and the southerly terminus of the intersection sight line connecting the northerly right-of-way margin of the said Idlewild Road with the southeasterly right-of-way margin of Marshall Hooks Road, said existing NC Department of Transportation right-of-way disk Commencement Point being also located near the easterly side of Interstate Highway 485, said existing NC Department of Transportation right-of-way disk Commencement Point having North Carolina State Plane coordinates of Northing = 504,543.96 feet and Easting = 1,505,556.05 feet as based on the Epoch 2010.0000 realization of the North American Horizontal Datum of 1983, said datum having a combined grid factor of 0.99984513 to convert from the ground distances noted herein, and running thence from said POINT AND PLACE OF BEGINNING along the common boundary line with Land Investments, LLC, as described in Deed Book 4908 Pages 655 and 660 of the Union County Registry North 14-06-22 East 712.63 feet to an existing iron rebar; thence along the common boundary line with Metrolina Properties Limited Partnership as described in Deed Book 3154 Page 767 of the Union County Registry North 14-06-22 East 410.34 feet to an existing iron rebar; thence along the common boundary line with the said Land Investments, LLC, North 14-06-22 East 200.64 feet to an existing iron rebar; thence along the common boundary line with Carolina Serrano Pena as described in Deed Book 27408 Page 123 of the Mecklenburg County Registry and also crossing the Union County and Mecklenburg County boundary North 14-04-44 East (passing an existing iron rebar at 319.47 feet on the southerly right-of-way margin of Marshall Hooks Road, said right-of-way having a width of 60 feet as described in Deed Book 4169 Page 108 of the Mecklenburg County Registry) a total distance of 350.10 feet to a new surveyor's pk nail located at the centerline terminus of the open portion of the said Marshall Hooks Road; thence along the centerline of the unopened portion of the said Marshall Hooks Road the following two (2) calls: (1) South 69-27-53 East 114.76 feet to a new iron rebar and (2) South 87-44-35 East 93.71 feet to an existing #4 iron rebar; thence along the common boundary line with Lots 484, 485 and 486 as shown on that certain plat recorded in Plat Cabinet F File 323 of the Union County Registry the following five (5) calls: (1) South 87-44-35 East 6.31 feet to an existing #4 iron rebar, (2) North 75-30-52 East 99.98 feet to an existing #4 iron rebar, (3) North 67-34-53 East 100.04 feet to an existing #4 iron rebar, (4) North 54-28-01 East 100.00 feet to an existing #4 iron rebar and (5) North 53-38-33 East (passing an existing #4 iron rebar at 25.06 feet) a total distance of 86.21 feet to a new iron rebar; thence South 11-11-55 West 2,038.77 feet to an existing iron pipe at the common corner between two tracts of the aforesaid JLA3 LLC as described in Deed Book 1584 Page 418 and in Deed Book 3048 Page 183 both of the Union County Registry; thence along the common boundary line with the said JLA3 LLC North 66-02-45 West 612.01 feet to the point and place of BEGINNING, containing 22.7980 acres, more or less, as shown on a survey conducted by Andrew G. Zoutewelle, North Carolina Professional Land Surveyor No. L-3098, on May 28, 2019.

**EXHIBIT "B"**

**Approved Concept Plan**

**EXHIBIT "C"**

**Laws Governing the Development of the Project**

1. Town of Stallings Development Ordinance in force as of the Effective Date of this Agreement and the applicable Preserved Ordinance Provisions, all of which are in a binder on file with the Town.
2. The Development Agreement and Concept Plan approved on \_\_\_\_\_, 2021.
3. Town of Stallings Technical Standards and Specifications Manual in force as of the Effective Date of this Agreement.

DEVELOPMENT AGREEMENT  
BY AND AMONG  
JLA3, LLC, IDLEWILD ASSOCIATES, LLC,  
METROLINA PROPERTIES LIMITED PARTNERSHIP, LAND INVESTMENTS, LLC  
AND  
TOWN OF STALLINGS

Prepared by and Return to:  
John H. Carmichael  
Robinson, Bradshaw & Hinson, P.A.  
101 N. Tryon Street, Suite 1900  
Charlotte, NC 28246

# TABLE OF CONTENTS

Page

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF UNION )

**DEVELOPMENT AGREEMENT**

This Development Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”) by and among **JLA3, LLC**, a North Carolina limited liability company (“**JLA3**”), **Idlewild Associates, LLC**, a North Carolina limited liability company (“**Idlewild**”), **Metrolina Properties Limited Partnership**, a North Carolina limited partnership (“**Metrolina**”), **Land Investments, LLC**, a North Carolina limited liability (“**LI**”) and the **Town of Stallings**, a North Carolina municipal corporation (“**Town**”).

**STATEMENT OF PURPOSE**

1. Section 160A-400.20(a)(1) of the North Carolina General Statutes provides that “large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.”
2. Section 160A-400.20(a)(3) of the North Carolina General Statutes provides that “because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.”
3. Section 160A-400.20(a)(4) of the North Carolina General Statutes provides that “because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development.”
4. Section 160A-400.20(a)(5) of the North Carolina General Statutes provides that “because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.”
5. Section 160A-400.20(a)(6) of the North Carolina General Statutes provides that “to better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments.”
6. Section 160A-400.23 provides that a local government may enter into a development agreement with a developer for the development of “developable property of any size.”
7. In view of the foregoing, Sections 160A-400.20(b) and 160A-400.22 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections 160A-400.20 through 160A-400.32 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

## BACKGROUND

1. JLA3 is the owner of five (5) parcels of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that are designated as Tax Parcel Nos. 070-750-20, 070-750-19, 070-750-17, 070-750-28 and 070-750-17A on the Union County Tax Maps (the “**JLA3 Property**”).
2. Idlewild is the owner of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that is designated as Tax Parcel No. 070-750-18 on the Union County Tax Maps (the “**Idlewild Property**”).
3. Metrolina is the owner of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that is designated as Tax Parcel No. 070-750-22A on the Union County Tax Maps (the “**Metrolina Property**”).
4. Metrolina and LI are the owners of a parcel of land located near the Idlewild Road – Interstate 485 interchange in the Town of Stallings, Union County, North Carolina that is designated as Tax Parcel No. 070-750-22 on the Union County Tax Maps (the “**Metrolina-LI Property**”).
5. The JLA3 Property, the Idlewild Property, the Metrolina Property and the Metrolina-LI Property are hereinafter collectively referred to as the “**Property.**” The Property contains approximately 51.47 acres is subject to the terms and conditions of this Agreement. The Property is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference. The Property is zoned MU-2.
6. JLA3, Idlewild, Metrolina and LI and their successors in interest are hereinafter collectively referred to as the “**Developer.**”
7. Developer desires to develop a multi-use development (the “**Project**”) on the Property in accordance with the terms of this Agreement, the Concept Plan (defined below) and the Town of Stallings Development Ordinance (the “**Ordinance**”) that will contain single family detached dwelling units, single family attached dwelling units, multi-family dwellings units and associated residential amenities, and commercial uses as allowed under the Ordinance.
8. The Project is an approximately 51.47 acre portion of an approximately 74.268 acre multi-use development that has been planned as a single unified development. This single unified development of which the Project is a part is hereinafter referred to as the “**Unified Development.**”
9. After careful review and deliberation, the Town has determined that the Project is consistent with the Ordinance and that it would further the health, safety, welfare and economic well-being of the Town.
10. The Town has also determined that the Project will secure quality planning and growth, strengthen the tax base and provide public amenities and infrastructure.

Accordingly, Developer and the Town desire to enter into this Agreement for the purposes of coordinating the construction of infrastructure that will serve the Project and the community at

large and providing assurances to Developer and its successors in interest that Developer may proceed with the development of the Project in accordance with the terms of this Agreement and the approvals set forth herein without encountering future changes in ordinances, regulations or policies that would affect Developer's ability to develop the Project under the terms of this Agreement.

## TERMS

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree as follows:

1. Public Hearing. Pursuant to Section 160A-400.24 of the North Carolina General Statutes, the Town Council conducted a public hearing on \_\_\_\_\_, 2021 in accordance with the procedures set out in N.C.G.S. § 160A-364, and it approved on \_\_\_\_\_, 2021 the subsequent execution of this Agreement by the Town. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property and a place where a copy of the Agreement can be obtained. The approval of this Agreement by the Town Council included the approval of the eight (8) page Site Development Plan (as defined in Section 7.7(D)(1) of the Ordinance) for the Project (the "**Concept Plan**") attached hereto as **Exhibit B** and incorporated herein by reference. As referenced above, the Project is a portion of the Unified Development, and the Concept Plan includes the Property and the other portions of the Unified Development.

2. Permitted Uses/Maximum Density. Subject to the limitations set out herein and on the Concept Plan, the Property may be devoted to the uses and to the development densities set out below. That portion of the Property on which commercial uses may be located is designated on the Concept Plan as the "**Commercial Area**."

A. A maximum of 336 multi-family dwelling units may be developed on the Property.

B. A maximum of 84 single family attached dwelling units may be developed on the Property.

C. A maximum of 13 single family detached dwelling units may be developed on the Property.

D. Incidental and accessory uses relating to the foregoing residential uses that are permitted in the MU-2 zoning district may be developed on the Property. Incidental and accessory uses may include, without limitation, a leasing and management office for the multi-family dwelling units and amenities for the single family detached dwelling units, the single family attached dwelling units and the multi-family dwelling units.

E. Notwithstanding anything contained herein to the contrary, Developer may develop single family attached dwelling units and/or single family detached dwelling units in lieu of multi-family dwelling units, provided, however, that the total residential density on the Property shall not exceed 433 dwelling units.



F. Commercial Area.

(1) Subject to the limitations set out below in subparagraphs 3 and 4, the Commercial Area may be devoted to any non-residential use or uses listed by right, any non-residential use or uses listed with additional standards and/or any non-residential use or uses listed with conditions in the MU-2 zoning district as set out in Table 8.1 of the Ordinance, and to any non-residential accessory and incidental uses relating thereto that are permitted in the MU-2 zoning district.

(2) Neither the Agreement nor the Concept Plan limit the number and locations of principal buildings, accessory structures and parking areas or the maximum gross floor area that may be developed on the Commercial Area. The maximum number and locations of principal buildings, accessory structures and parking areas and the maximum gross floor area that may be developed on the Commercial Area shall be governed by the terms of the Ordinance

(3) A convenience store with gasoline sales shall not be permitted on the Commercial Area.

(4) A maximum of one (1) quick service/fast food restaurant may be developed on the Commercial Area. By way of example, and not by way of limitation, a quick service/fast food restaurant includes Chick Fil-A, McDonald's, Wendy's, Arby's, Bojangle's and similar restaurants. This limitation or restriction shall not apply to fast casual restaurants such as Panera Bread, Chipotle, Dunkin Donuts, Starbucks and similar restaurants, whether such fast casual restaurants are located in a freestanding building or in a multi-tenant building.

G. Private Sewer Treatment Facility. A private sewer treatment facility shall not be permitted on the on the Property.

3. Development of the Property. The Property may be developed in accordance with the Concept Plan, Site Construction Plans (as defined in Section 7.7(G)(1) of the Ordinance) subsequently submitted to and approved by the Development Administrator, associated permits, the applicable provisions of the Ordinance and the terms of this Agreement. Approval of this Agreement pursuant to Sections 160A-400.20 et seq. of the North Carolina General Statutes does not confer additional authority to the Town to consider the development of the Property or to impose conditions or restrictions beyond those allowed by the Ordinance. The agreements of the Developer herein are voluntary agreements. The development and uses depicted on the Concept Plan are schematic in nature and are intended to depict the general arrangement of uses and improvements on the Property. Accordingly, the ultimate layout, locations and sizes of the development and site elements depicted on the Concept Plan are graphic representations of the proposed development and site elements, and they may be altered or modified in accordance with the setback, yard, buffer and landscaping requirements set forth on the Concept Plan.

4. Development Schedule. The Project shall be developed in accordance with the schedule set out below, or as may be amended by the agreement of the parties to reflect actual market absorption. Pursuant to N.C.G.S. § 160A-400.25(b), the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of this Agreement pursuant to N.C.G.S. § 160A-400.27 but must be judged based upon the totality of the circumstances, including, but not limited to, Developer's good faith efforts to attain compliance with the relevant development schedule. The development schedule is a budget planning tool and shall not be

interpreted as mandating the development pace initially forecast or preventing a faster pace of development if market conditions support a faster pace.

A. Within the later to occur of five (5) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property, Developer shall commence the development of the single family detached dwelling units, the single family attached dwelling units and a minimum of 200 of the multi-family dwelling units.

B. Within the later to occur of ten (10) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property, Developer shall commence the development of the remaining 136 multi-family dwelling units and the Commercial Area.

C. The development of the Project shall be substantially completed within the later to occur of fifteen (15) years after the Effective Date of this Agreement or five (5) years after the availability of sufficient public sewer capacity to the Property. Substantially completed shall mean that all streets and infrastructure have been constructed and installed on the Property.

D. This Section 4 of the Agreement relates only to the development schedule of the Project. After the substantial completion of the development of the Project as defined above in subparagraph C above, the development and use of the Property will continue to be subject to the terms and conditions of this Agreement.

5. Transportation Improvements. The development of the Property shall comply with the following transportation requirements.

A. Vehicular access to the Property shall be as generally depicted on the Concept Plan. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any other adjustments that are approved by the Town and/or the North Carolina Department of Transportation (“NCDOT”).

B. The Property will be served by internal public streets and internal private streets, and adjustments to the locations of the internal public streets and the internal private streets shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer. Additionally, modifications to the alignments and locations of the internal drives, vehicular circulation areas and driveways shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer.

C. Subject to the approval of NCDOT and the terms of this paragraph 5, Developer, or its successors in interest, shall install all of the transportation improvements that are required to be installed by the developer of the Project in a Traffic Impact Analysis dated \_\_\_\_\_, 2020 prepared by Ramey Kemp and Associates or in any amended Traffic Impact Analysis for the Project subsequently approved by NCDOT (collectively, the “TIA”). The transportation improvements that are required to be installed by the developer of the Project shall be installed in accordance with the schedule and/or the phasing analysis in the TIA or in any amended TIA

approved by NCDOT, and such transportation improvements shall be installed in accordance with the specifications of NCDOT.

D. The transportation improvements that are required to be installed by the developer of the Project as set out in the TIA may be amended and revised provided that an amended TIA is prepared and approved by NCDOT.

E. If Developer does not move forward with the development of the Project, Developer shall not be required to install any of the transportation improvements set out in the TIA or in any amended TIA.

#### 6 Multi-Use Path/Greenway Trail.

A. Developer shall install a minimum 12 foot wide multi-use path/greenway trail along a portion of the Property's frontage on Idlewild Road as generally depicted on the Walkability Exhibit of the Concept Plan. This 12 foot wide multi-use path/greenway trail shall be constructed in accordance with the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan and shall be located within public right of way.

B. Developer shall install a minimum 12 foot wide multi-use path/greenway trail within the Property as generally depicted on the Walkability Exhibit of the Concept Plan. This 12 foot wide multi-use path/greenway trail shall be constructed in accordance with the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan and shall be located within public right of way.

C. The Project, and the infrastructure relating thereto, shall be developed in phases. The minimum 12 foot wide multi-use path/greenway trail referenced above located within each phase of the Project shall be completed prior to the issuance of the first certificate of occupancy for the phase of the Project in which the relevant portion of the 12 foot wide multi-use path/greenway trail is located.

#### 7. Architectural and Design Standards.

A. Single Family Detached Dwelling Units. The architectural standards set out below shall apply to any single family detached dwelling unit developed on the Property.

(1) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding with shake and board and batten accents.

(2) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.

(3) Dimensional shingles shall be utilized on the roof.

(4) Approximately 18 inches to 24 inches of the base of the front and side exterior walls shall be clad with brick or stone.

- (5) Each single family detached dwelling unit shall include a covered front porch that faces the adjacent street.
- (6) The minimum floor to ceiling height of the first floor of each single family detached dwelling unit shall be nine (9) feet.
- (7) The front façade (street facing façade) shall be articulated through the use of gables and offsets.
- (8) Each single family detached dwelling unit shall have a minimum two (2) car garage with a carriage style door and hardware.
- (9) Adequate swales will be installed between the single family detached dwelling units in accordance with standard engineering design criteria.
- (10) Crawl space construction techniques and professional landscape design shall be employed to establish finished floor elevations a minimum of two (2) feet above the adjacent public sidewalk.

B. Single Family Attached Dwelling Units. The architectural standards set out below shall apply to any single family attached dwelling unit developed on the Property.

- (1) Each single family attached dwelling unit will be alley loaded.
- (2) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding with shake and board and batten accents.
- (3) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.
- (4) Dimensional shingles shall be utilized on the roof.
- (5) Approximately 18 inches to 24 inches of the base of the front and side exterior walls shall be clad with brick or stone.
- (6) Each single attached dwelling unit shall have a covered front porch with a minimum width equal to 40 percent (40%) of the width of the front façade of the single family attached dwelling unit.
- (7) The minimum floor to ceiling height of the first floor of each single family attached dwelling unit shall be nine (9) feet.
- (8) The front façade (street facing façade) shall be articulated through the use gables and offsets.
- (9) Sidewalks shall connect each single attached dwelling unit to a public sidewalk.
- (10) Adequate swales will be installed between the buildings containing single family attached dwelling units in accordance with standard engineering design criteria.

(11) Crawl space construction techniques and professional landscape design shall be employed to establish finished floor elevations a minimum of two (2) feet above the adjacent public sidewalk.

C. Multi-Family Dwelling Units. The architectural standards set out below shall apply to any multi-family building developed on the Property.

(1) The minimum floor to ceiling height for each floor of a multi-family building shall be 9 feet.

(2) Attached hereto as Exhibit C and incorporated herein by reference are conceptual, schematic images of the multi-family buildings proposed to be developed on the Property. The purposes of the conceptual, schematic images are to depict the general conceptual architectural style, design intent and character of the multi-family buildings to be developed on the Property. The finishes and colors of building exteriors may vary from what is depicted on the conceptual, schematic images. Additionally, changes and alterations to the exterior of the multi-family buildings that do not materially change the overall conceptual architectural style, design intent and character shall be permitted.

(3) The Development Administrator may approve different building elevations for the multi-family buildings if the Development Administrator determines that such different building elevations are similar to the attached conceptual, schematic images in terms of quality and exterior building materials.

(4) The primary exterior building materials on exterior walls will be a combination of stone, brick and cementitious siding.

(5) Vinyl may not be used as an exterior building material. Notwithstanding the foregoing, vinyl may be utilized on windows, doors, garage doors, soffits, trim and railings.

(6) The maximum height of any multi-family building developed on the Property shall be governed by the Ordinance.

D. Non-Residential Buildings on the Commercial Area. The architectural and design standards set out below shall apply to the Commercial Area.

(1) The minimum floor to ceiling height of the first floor of a building shall be nine (9) feet.

(2) The development of the Commercial Area will meet the applicable site development and design requirements of the Ordinance.

(3) The buildings developed on the Property shall meet the applicable building type requirements of the Ordinance.

(4) Lot dimensions and densities shall be governed by the Ordinance.

(5) All freestanding lighting fixtures installed on the Commercial Area (excluding street lights and lower, decorative lighting that may be installed along the driveways, sidewalks and parking

areas and in the landscaped areas) shall be fully shielded and the illumination downwardly directed so that direct illumination does not extend past any property line of the Commercial Area.

(6) Any lighting attached to a building on the Commercial Area shall be decorative, capped and downwardly directed. “Wall-pak” type lighting fixtures may not be installed on a building located on the Commercial Area.

(7) Buildings will have a 12’ minimum setback from street right of way when no buffer is required. Side and rear setbacks will vary according to the side and rear buffer requirements of the Ordinance.

(8) Building facades shall be generally parallel to frontage property lines.

(9) Parking areas shall be located to the rear and/or side of a building. Side-yard parking may occupy no more than 35% of the principal frontage line adjacent to a public street and shall be buffered from the street with a Type D Buffer Yard (5’ minimum width; 17 to 20 shrubs and 2 small maturing trees per 100 LF).

(10) The drive aisles for circulation purposes shall be screened from adjacent public and private streets by a garden wall, hedge, or knee wall.

(11) Hedges, garden walls, or knee walls may be built on property lines or as the continuation of building walls. A garden wall, hedge or knee wall shall have a minimum of 2.5’ in height and a maximum of 3.5’ in height and shall be installed along any street frontage adjacent to parking areas. Knee walls shall be built of brick, stone, or other decorative masonry material, or alternatively built of wrought iron or other decorative metal and shall generally match the architectural style of the Town.

(12) Parking areas shall be connected with vehicular and pedestrian connections wherever practical to promote interconnectivity between uses.

(13) Main pedestrian access to buildings may be from the side, front or rear. A non-functioning or locked door shall be located on the front of a building when the primary pedestrian access is from the side or rear of the building.

(14) All street level retail uses with public or private sidewalk frontage shall be furnished with an individual entrance and direct access to the public or private sidewalk in addition to any other access which may be provided.

(15) Drive-through windows and other auto-oriented service facilities shall be located to the rear or side of the building. Notwithstanding the foregoing, drive aisles for circulation purposes may be located between the building and the adjacent public and/or private streets.

(16) Menu board(s), speaker boxes and/or windows associated with drive-through facilities may not be located on the façade of a building that faces the primary adjacent public street, but may be located on the façade of a building that faces a secondary public street or a private street.

(17) Massing and rhythm shall be factored into site design and future uses (a single large dominant building mass will be avoided).

(18) No wall that faces a street or connecting walkway shall have a blank, uninterrupted length exceeding twenty (20) feet.

E. Buffer/Landscape Areas.

(1) As depicted on the Concept Plan, a 100 foot wide Type B buffer shall be established along the eastern boundary line of the Property. The width of this Type B buffer may be reduced by thirty percent (30%) to seventy (70) feet through the installation of a five (5) foot tall screen fence as allowed in the Ordinance.

(2) A twenty four (24) foot wide landscape area shall be established along the Property's frontage on Idlewild Road as depicted on the Concept Plan. This twenty four (24) foot wide landscape area shall be measured from the future right of way line depicted on the Concept Plan. The twenty four (24) foot wide landscape area shall meet the following planting standards: twenty (20) evergreen shrubs and two (2) canopy trees or three (3) small maturing trees per one-hundred (100) linear feet. Perimeter street trees may be located within this landscape area to satisfy tree requirements. Hedges, garden walls or knee walls may be built within or along the rear edge of the twenty four (24) foot wide landscape area as a continuation of building walls.

8. Laws Governing the Development of the Project. The laws, land development regulations and ordinances applicable to the development of the Project are those in force as of the Effective Date and those applicable Ordinance provisions that were in force and effect on the date that the Development Agreement Application relating to this Agreement was filed with the Town (the "**Preserved Ordinance Provisions**"). Accordingly, Developer and its successors in interest shall have a vested right to develop the Project in accordance with the Concept Plan, the terms of this Agreement and the terms of the Ordinance and any applicable laws, land development regulations and ordinances in force as of the Effective Date and in accordance with the Preserved Ordinance Provisions during the entire term of this Agreement. Pursuant to N.C.G.S. § 160A-400.26 and except as provided in N.C.G.S. § 160A-385.1(e), the Town may not apply subsequently adopted laws, land development regulations, ordinances or development policies to the Project or to the Property during the term of this Agreement without the written consent of Developer or its successors in interest. Additionally, no future impact fees shall apply to the Project or to the Property without the written consent of Developer or its successors in interest. This Agreement does not abrogate any rights preserved by N.C.G.S. § 160A-385 or N.C.G.S. § 160A-385.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement. The Town and Developer agree that the specific laws, land development regulations and ordinances in force as of the Effective Date and the applicable Preserved Ordinance Provisions are more particularly set out on **Exhibit D** attached hereto and incorporated herein by reference, and are in a binder on file with the Town.

9. Term. The term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years thereafter on \_\_\_\_\_ unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.

10. Local Development Permits. In accordance with N.C.G.S. § 160A-400.25(6), the following is a description or list of the local development permits approved or needed to be approved for the development of the Project:

- A. Erosion and Sediment Control Permit (Union County).
- B. Water Extension Permit (NCDENR).
- C. Sewer Extension Permit (NCDENR).
- D. NCDOT Encroachment Permit.
- E. NCDOT Entrance Permit.
- F. Zoning Permits.
- G. Building Permits.
- H. All other local, state or federal permits required for the Project.

The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with the law governing the local permitting requirements, conditions, terms or restrictions.

11. Public Facilities. The following public facilities will serve the Project: public sewer and public water. Public water will be provided by Union County Public Works and is currently available to the Property. Public sewer will be provided by Union County Public Works. Public sewer is not currently available to the Property, however, it is anticipated that public sewer will be available to the Property on or before March 31, 2022 as a result of a funded Union County Public Works project. In any event, public sewer shall be available to the Property prior to the issuance of the first building permit for the Project. Notwithstanding the foregoing, with respect to public sewer and public water, the Project may utilize Charlotte Water with respect to public sewer and public water at the option of Developer.

12. Sewer and Water Lines. Developer, at its sole cost and expense, shall engineer, design, permit, construct and install the water and sewer lines to be located within the Project (the “**Internal Water and Sewer Lines**”). The Internal Water and Sewer Lines shall be engineered, designed, constructed and installed in accordance with all applicable federal, state and local laws, regulations, ordinances and policies. The Internal Water and Sewer Lines shall be transferred to Union County or other applicable public agency for ownership and maintenance after such lines have been constructed and installed.

13. Amendment. The terms of this Agreement may be amended by the mutual consent of the parties hereto or their successors in interest. A major modification of the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. A minor amendment to the Concept Plan approved by the Town of Stallings Development Administrator shall not be considered to be a major amendment to this Agreement. The Development



Administrator shall have the authority to approved minor, administrative amendments to the Concept Plan.

14. Recordation/Binding Effect. Within fourteen (14) days after the Town enters into this Agreement, Developer shall record this Agreement in the Union County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

15. Periodic Review.

A. Pursuant to N.C.G.S. § 160A-400.27, the Development Administrator or other Town Manager designee shall conduct a periodic review, (the "**Periodic Review**") at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.

B. If, as a result of the Periodic Review, the Town finds and determines that Developer has committed a material breach of the terms or conditions of the Agreement, the Town shall serve notice in writing, within a reasonable time after the Periodic Review, upon Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing Developer a reasonable time in which to cure the material breach.

C. If Developer fails to cure the material breach within the time given, then the Town unilaterally may terminate or modify the Agreement; provided, however, that the notice of termination or modification or finding of breach may be appealed to the Board of Adjustment in the manner provided by N.C.G.S. § 160A-388(b).

16. Default. The failure of Developer or the Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law, provided, however, that no termination of this Agreement may be declared by the Town absent its according to Developer the notice and opportunity to cure set out in N.C.G.S. § 160A-400.27. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Union, State of North Carolina, or in the Federal District Court in the Western District, and the parties hereto submit to the personal jurisdiction of such courts without application of any conflicts of laws provisions of any jurisdiction. Notwithstanding anything contained herein to the contrary, the violation of any rule, policy, regulation, ordinance or law by a tenant in the Project shall not be considered to be an event of default under this Agreement. That being said, the Town is not waiving its ability or right to enforce the Ordinance or any other Town regulation in accordance with the terms of the Ordinance or any such regulation.

17. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein

prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the fifth (5<sup>th</sup>) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to:

The Town at: Town of Stallings  
c/o Town Manager  
315 Stallings Road  
Stallings, North Carolina 28104

Developer at: JLA3, LLC  
Attention: John Armistead  
2121 Bucknell Avenue  
Charlotte, North Carolina 28207

Idlewild Associates, LLC  
Attention: Wesley F. Faulk  
c/o Hinson Faulk, PA  
309 Post Office Drive  
Indian Trail, NC 28079

Metrolina Properties Limited Partnership  
Attention: Terry Williams  
1341 East Morehead Street, Suite 201  
Charlotte, NC 28204

Land Investments, LLC  
Attention: Terry Williams  
1341 East Morehead Street, Suite 201  
Charlotte, NC 28204

18. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and Developer relative to the Property and the Project and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

19. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

20. Assignment. After notice to the Town, Developer may assign its rights and responsibilities hereunder to subsequent land owners of all or any portion of the Property, provided that no assignment as to a portion of the Property will relieve Developer of responsibility with respect to the remaining portion of the Property owned by Developer without the written consent of the Town. In the event that Developer sells the Property in its entirety and assigns its rights and responsibilities to a subsequent land owner, then Developer shall be relieved of all of its covenants, commitments and obligations hereunder.

21. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

23. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

24. Agreements to Run with the Land. This Agreement shall be recorded in the Union County Public Registry. The agreements contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property unless otherwise provided herein.

25. Hold Harmless. Developer agrees to and shall hold the Town, its officers, agents, employees, consultants, special counsel and representatives, harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or their contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project. Developer agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Project. This hold harmless Agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph. The Town may make all reasonable decisions with respect to its representation in any legal proceeding.

Notwithstanding the foregoing, Developer's obligation to indemnify and hold the Town harmless shall not extend to any claims, losses or damages that arise from the acts or omissions of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives as well as any claims, losses or damages arising from the gross negligence or willful misconduct of the Town and/or its officers, agents, employees, consultants, special counsel, contractors and representatives.

26. Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

27. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town of Stallings Town Council. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. Town has pre-audited this Agreement and the obligations hereunder to ensure compliance with budgetary accounting requirements (if any) that may apply. This Agreement is conditioned upon, and shall not be operative until, any required pre-audited certification is supplied.

28. Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the person signing this Agreement has the authority to bind the Developer or the Town.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

Developer:

JLA3, LLC, a North Carolina limited liability company

By: \_\_\_\_\_

Name: John L. Armistead

Title: Manager

State of North Carolina

County of \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: John L. Armistead.

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

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed or Typed Name

My Commission Expires: \_\_\_\_\_

IDLEWILD ASSOCIATES, LLC, a North Carolina limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of North Carolina  
County of \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed or Typed Name

My Commission Expires: \_\_\_\_\_

METROLINA PROPERTIES LIMITED PARTNERSHIP,  
a North Carolina limited partnership

By: Withrow Capital Investments, LLC, a North  
Carolina limited liability company,  
Its General Partner

By: Withrow Capital, Inc., a North Carolina corporation,  
Its Manager

By: \_\_\_\_\_  
Name: Terry L. Williams  
Title: President

State of North Carolina  
County of \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me  
that he or she signed the foregoing document: Terry L. Williams.

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

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed or Typed Name

My Commission Expires: \_\_\_\_\_

LAND INVESTMENTS, LLC, a North Carolina limited liability company

By: Withrow Capital, Inc., a North Carolina corporation,  
Its Manager

By: \_\_\_\_\_  
Name: Terry L. Williams  
Title: President

State of North Carolina  
County of \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Terry L. Williams.

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

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed or Typed Name

My Commission Expires: \_\_\_\_\_



Town:

TOWN OF STALLINGS, NORTH CAROLINA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

ATTESTED BY:

\_\_\_\_\_  
Erinn E. Nichols, Town Clerk

North Carolina  
County of Union

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, do hereby certify that Erinn E. Nichols personally appeared before me this day and acknowledged that she is the Clerk of the Town of Stallings, and that by authority duly given, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by Erinn E. Nichols as its City Clerk.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed or Typed Name

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Town Attorney

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


\_\_\_\_\_  
Marsha Gross, Finance Director

## EXHIBIT "A"

### Property – Legal Description

JLA3, LLC Parcels (070-750-20, 070-750-19, 070-750-17, 070-750-28 and 070-750-17A)

#### Tract 1 #07075019 (25.602 Acres)

  
Beginning at a point in the northeast most corner of the Ronald L. Wallace property recorded in the Union County Register of Deeds Book 457 at Page 631, being the northwest most corner of the Kenneth Hall property found in the Union County Register of Deeds Book 194 at Page 426 and from an old iron found North 81-47-12 West 791.25 feet; thence North 10-29-18 East 342.69 feet to the point and place of beginning; thence North 10-29-18 East 305.64 feet to a rebar found; thence North 66-08-29 West 27.02 feet to a 1" rebar found; thence South 11-10-19 West 313.09 feet to a point; thence South 81-46-32 East 30.04 feet to the point and place of beginning and containing 0.20 acres as surveyed by Jeffrey S. Gordon, NCRLS, #L-3751 on the 21<sup>st</sup> day of February, 2003.

#### Tract 2 #07075020 (.0864 Acres)

BEGINNING at an iron stake on the east side of the Secrest Short Cut Road, being the corner of John B. Hooks as it adjoins the corner of M.A. Hooks, Sr. (formerly) on the east side of said road, and runs thence from said Beginning point, with the said John B. Hooks line N 32-30 E 210 feet to an iron stake, a new corner on said line; thence two new lines, first S 49-45 E 210 feet to an iron stake, a new corner on said line; thence two new lines, first S 49-45 E 210 feet to an iron stake, second S 32-30 W 210 feet to an iron stake on the old line and East side of said Road; thence with the old line along the east side of said road N 49-45 W 210 feet to the point or place of BEGINNING, and containing one acre according to the survey by Ralph W. Elliott, NCRLS, dated September 2, 1954.

#### Tract 3 #07075017A (1 Acre)

BEGINNING at an iron pin in the center line of State Road Number 1501, a corner of the lands conveyed by Dorothy Keesler to Azalee Cashion on May 22, 1968 and runs from said point along and with the center line of said Road, North 32 degrees 34 minutes West 210.00 feet, to an iron pin in the center line of the same Road, a corner of the Griffin property (now or formerly) thence along and with the line of the Griffin property, North 39 degrees 00 minutes East 405.0 feet to a large marked post oak, the common corner of Griffin (now or formerly), the Hooks estate and Dallas B. Forbis, thence a new dividing line along and with the lands conveyed by Dorothy Keesler to Azalee Cashion on May 22, 1968, South 10 degrees 23 minutes West 450.5 feet to the point and place of BEGINNING and containing one acre more or less, according to a survey and revised map by Douglas P. Moore, Surveyor dated May 8, 1968, and being a portion of the properties conveyed by Dallas B. Forbis and wife, Shirley H. Forbis to Dorothy Keesler and Azalee Cashion as tenants in common by deed dated November 23, 1966 and recorded in Book 207 at page 167, Union County Register of Deeds.

BEING the identical property shown in Deed Book 387 at page 939, Union County Register of Deeds.

Tract 4 #07075017 (1 Acre)

**BEGINNING** at a thirty (30") inch post oak stump, said post oak stump marking the southeastern corner of the property of Idlewild Associates, LLC, (now or formerly) shown in Deed Book 3116 at page 127, Union County Register of Deeds, and the common corner with the northernmost corner of the property of JLA3, LLC property (now or formerly) as shown in Deed Book 5981 at page 848, Union County Register of Deeds, and running thence with the western line of the JLA3, LLC property (now or formerly) South 12 degrees 32 minutes 30 seconds West 451.17 feet to a point in the center line of Idlewild Road and running thence with the centerline of Idlewild Road North 51 degrees 10 minutes 22 seconds West 215.21 feet to a point, thence leaving Idlewild Road along the common line of Idlewild Associates, LLC (now or formerly) North 41 degrees 00 minutes 29 seconds East 404.81 feet to the thirty (30"0) inch post oak stump marking the **BEGINNING** point, and being and containing a 1.00 acre tract as shown on that unrecorded plat drawn by Hugh E. White, Jr, dated January 31, 2017, to which unrecorded plat reference is hereby made for a more complete description.

Tract 5 #07075028 (3.232 Acres)

**BEGINNING AT A POINT** in the centerline of Idlewild Road (formerly known as Secret Shortcut Road), State Road #1582, and run thence from said point **N 07-09-30 W 41.69 feet** to a #4 found iron rebar which marks the northwesterly margin of said 60' public road right-of-way, said iron rebar also marks a southeasterly corner in the margin of the road right-of-way of property of Larry E. Little and wife, Pollie M. Little, now or formerly, (see deed recorded in Book 1133, Page 546, Union County Public Registry, "UCPR"), and running thence from said **BEGINNING POINT** along and with an easterly line of the Little property and along a barbed wire fence dividing the two properties, **N 07-09-30 W** (passing a found #4 iron rebar at 58.34 feet and a 1" iron pin found at 538.21 feet) a total distance of **540.29 feet** to a found #4 iron rebar marking a corner in the boundary shared with property of JLA3, LLC, now or formerly, (see deed recorded in Book 1584, Page 418, UCPR) and property of Richard H. Keesler, now or formerly, (see deed recorded in Book 387, Page 939, UCPR); thence running along and with a southeasterly line of JLA3, LLC, now or formerly, and along a barbed wire fence **S 52-41-32 E 246.86 feet** to a 24" oak tree which marks a common corner of JLA3, LLC, now or formerly, and property of Homer Purser, now or formerly, (see deed recorded in Book 210, Page 356, UCPR); thence running along and with a line of Purser, now or formerly, **S 51-58-26 E 301.97 feet** to a found #4 iron rebar, the same marking a northwesterly corner of property of Ricky B. Forbis, now or formerly, (see deed recorded in Book 602, Page 429, UCPR), said iron rebar also being located **N 52-22-40 W 30.12 feet** from another found #4 iron rebar; thence running along and with the Forbis property line **S 38-45-51 E 385.26 feet** to a found #4 iron rebar at the northwesterly margin of the road right-of-way of Idlewild Road; thence continuing along the same bearing of **S 38-45-51 W 30.22 feet** to a point in the centerline of Idlewild Road; thence running along and with the centerline of said roadway **N 51-01-44 W 130.63 feet** to the **POINT AND PLACE OF BEGINNING**. This property contains 3.232 acres, more or less, including 0.099 acres within the right-of-way of State Road #1582, and is also the same property as is shown as Lot 1 on plat recorded in Plat Cabinet D, Page 237, UCPR, entitled "Boundary and Division Survey of a Portion of Tract 1 of the Morris Forbis Estate Property", and this legal description is taken from a survey prepared by Western Carolina Surveyors, Inc., Hugh E. White, PLS #L-2646, dated 01/03/2005, entitled "Boundary Survey of 3.232 acres Tract on Idlewild Road".

Idlewild Associates, LLC Parcel (070-750-18) (8.57 Acres)

**BEGINNING** at a point in the center of the Secrest Short Cut Road, said point being indicated by an iron stake 23 feet distant on the north side of said road in range of first line, and running thence with two lines of the M.A. Hooks property, 1<sup>st</sup>, N. 46 deg. 15 min. E. 376 feet to an iron stake; 2<sup>nd</sup>, N. 23 deg. E. 660 feet to stones by a pine, P.O., B.J., and cedar; thence with another line of said M.A. Hooks property S.10 deg. 15 min. E. 937 feet to a large post oak; thence with the J.C. Forbis property line S. 41 deg. 15 min. W. 404 feet to a point in the center line of the Secrest Short Cut Road; thence along and with the center line of said road N. 50 deg. 30 min. W. 551 feet to the beginning corner and containing 8.57 acres of land according to a map and survey of said lands made by Ralph W. Elliott, Land Surveyor, dated July 28, 1955.

**BEING IN ALL RESPECTS** the same property conveyed to O.C. Griffin and Florence P. Griffin by deed dated July 30, 1955, and recorded in Book 131, Page 205 of the Union County Registry, the said O.C. Griffin having died leaving Florence P. Griffin as surviving tenant by the entirety who has also died on April 6, 1995.

Reference is also made to deed from Jan Poston Martin et als to Bruce H. Griffin, Jr., dated January 14, 1997, and recorded in Book 934, Page 615, Union County Registry.

Metrolina Properties Limited Partnership and Metrolina Properties Limited Partnership - Land Investments, LLC Parcels (070-750-22 and 070-750-22A) (11.9757 Acres)

BEING all that certain tract of land located within the Town of Stallings, Union County, North Carolina, and being located off Marshall Hooks Road and also located nearby and to the East of Interstate Highway 485, and also being portions of those certain parcels standing in the name of Metropolitan Properties, Limited Partnership, and Land Investments, LLC, and being more particularly described as follows:

BEGINNING at an existing iron pipe ("Beginning Point") located within Union County, North Carolina, said existing iron pipe Beginning Point being located at the southwesterly corner of Tract 3 located on the northerly boundary line of Lot 6 as shown on that certain plat recorded in Map Book 5 Page 97 of the Union County Registry, said existing iron pipe Beginning Point being also located North 75-25-58 East 1,273.03 feet along an overland tie line from an existing NC Department of Transportation right-of-way disk ("Commencement Point") located at the intersection of the northeasterly right-of-way margin of Idlewild Road and the southerly terminus of the intersection sight line connecting the northeasterly right-of-way margin of the said Idlewild Road with the southeasterly right-of-way margin of Marshall Hooks Road, said existing NC Department of Transportation right-of-way disk Commencement Point being also located near the easterly side of Interstate Highway 485, said existing NC Department of Transportation right-of-way disk Commencement Point having North Carolina State Plane coordinates of Northing = 504,543.96 feet and Easting = 1,505,556.05 feet as based on the Epoch 2010.0000 realization of the North American Horizontal Datum of 1983, said datum having a combined grid factor of 0.99984513 to convert from the ground distances called herein, and running thence from said POINT AND PLACE OF BEGINNING along the common boundary line with the said Lot 6 North 66-08-38 West 639.65 feet to a new iron rebar; thence along the common line between Lots 1 and 2 as shown on that certain plat recorded in Map Book 5 Page 97 of the Union County Registry North 13-10-07 East 272.39 feet to a point located on the Mecklenburg County-Union County Line as established by the North Carolina Geodetic Survey but not yet adopted by the respective counties; thence following with and along the Mecklenburg County-Union County Line as so established by the North Carolina Geodetic Survey North 46-37-29 East 1,118.24 feet to a point located on the southerly boundary line of Carolina Serrano Pena as described in Deed Book 27408 Page 123 of the Mecklenburg County Registry; thence along the common line with the said Carolina Serrano Pena South 75-55-27 East 33.74 feet to an existing iron rebar; thence along the common boundary line with Tract 3 as shown on that certain plat recorded in Map Book 5 Page 97 of the Union County Registry South 14-06-22 West (passing an existing iron rebar at 200.64 feet and passing an existing iron rebar at an additional 410.34 feet) a total distance of 1,323.61 feet to the point and place of BEGINNING, containing 11.9757 acres, more or less, as shown on a survey exhibit prepared by Andrew G. Zoutewelle, North Carolina Professional Land Surveyor No. L-3098, dated October 16, 2020.

**EXHIBIT "B"**

**Approved Concept Plan**

**EXHIBIT "C"**

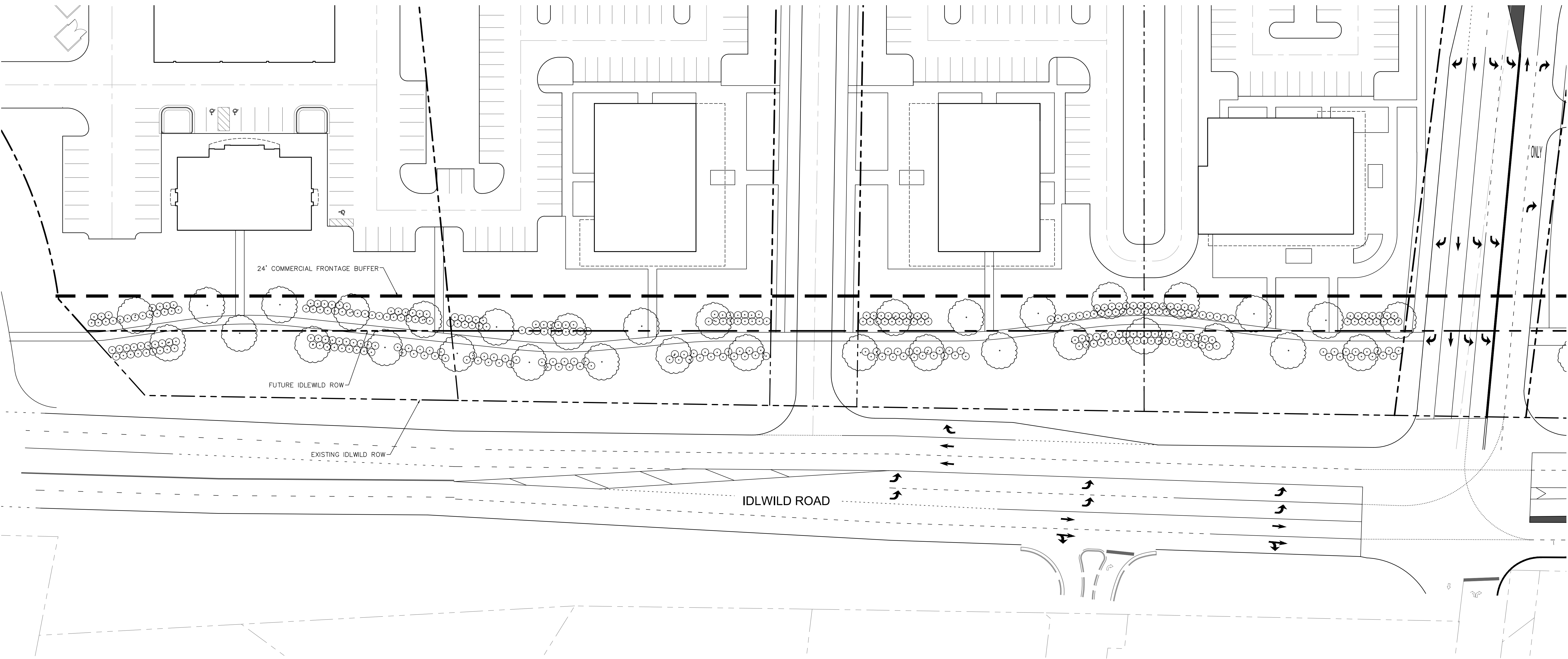
**Conceptual, Schematic Images of the Multi-Family Buildings**

**EXHIBIT "D"**

**Laws Governing the Development of the Project**

1. Town of Stallings Development Ordinance in force as of the Effective Date of this Agreement and the applicable Preserved Ordinance Provisions, all of which are in a binder on file with the Town.
2. The Development Agreement and Concept Plan approved on \_\_\_\_\_, 2021.
3. Town of Stallings Technical Standards and Specifications Manual in force as of the Effective Date of this Agreement.





**NOTE:**

- FINAL LOCATION OF SIDEWALK, MUP, & PLANTINGS TO BE DETERMINED DURING PERMITTING.
- MONUMENT SIGNAGE LOCATION TO BE DETERMINED DURING PERMITTING.
- COMMERCIAL AREAS ARE CONCEPTUAL. FINAL DESIGN & LOCATIONS TO BE DETERMINED DURING PERMITTING

**PLANTING REQUIREMENT:**

2 LARGE MATURING TREES PER 100 LF OR 3 SMALL MATURING TREES PER 100 LF  
 20 EVERGREEN SHRUBS PER 100 LF

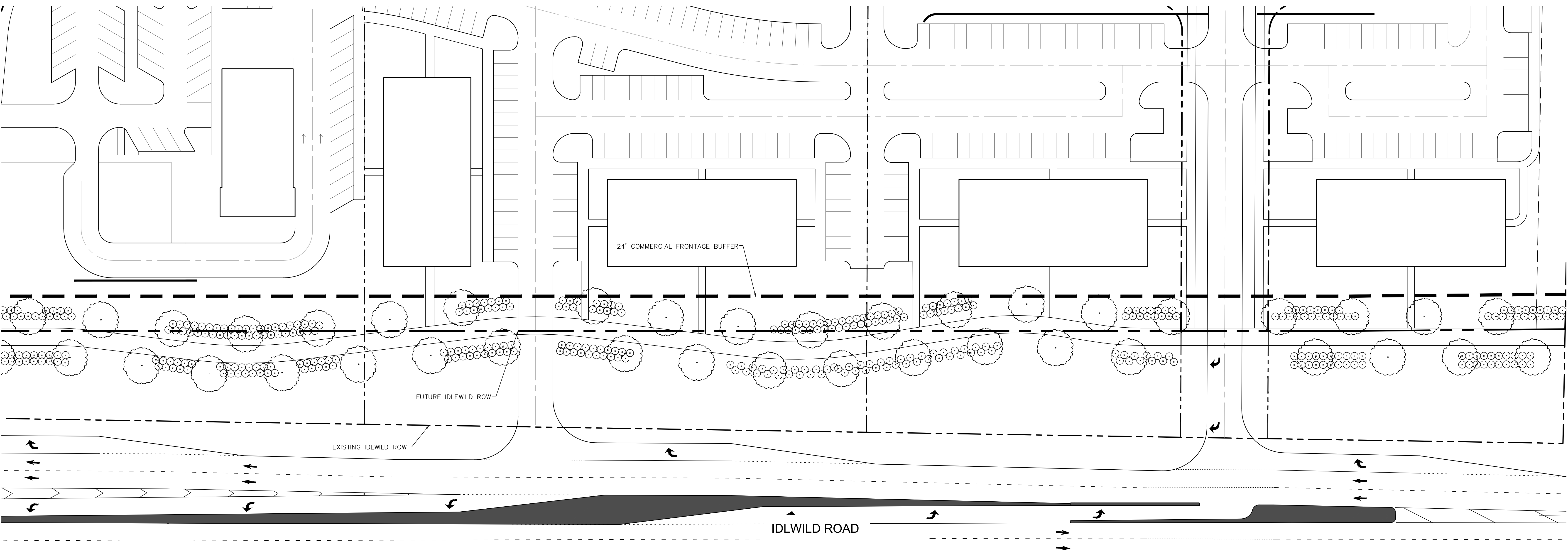
X2 FOR 24' FRONTAGE BUFFER & AREA BETWEEN IDLEWILD ROAD & THE FUTURE IDLEWILD ROW.

15 0 15 30  
 SCALE: 1" = 30'

# STINSON FARMS

STALLINGS, NORTH CAROLINA





**NOTE:**

- FINAL LOCATION OF SIDEWALK, MUP, & PLANTINGS TO BE DETERMINED DURING PERMITTING.
- MONUMENT SIGNAGE LOCATION TO BE DETERMINED DURING PERMITTING.
- COMMERCIAL AREAS ARE CONCEPTUAL. FINAL DESIGN & LOCATIONS TO BE DETERMINED DURING PERMITTING

**PLANTING REQUIREMENT:**

2 LARGE MATURING TREES PER 100 LF OR 3 SMALL MATURING TREES PER 100 LF  
 20 EVERGREEN SHRUBS PER 100 LF

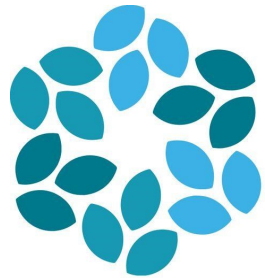
X2 FOR 24' FRONTAGE BUFFER & AREA BETWEEN IDLEWILD ROAD & THE FUTURE IDLEWILD ROW.

15 0 15 30  
 SCALE: 1" = 30'

# STINSON FARMS

STALLINGS, NORTH CAROLINA





**PLANNING  
& ZONING**  
TOWN of STALLINGS

# APPLICATION

*CZ21.02.01*

Land Investments, LLC  
Stinson Farms

Commercial lot and multi-family  
units

Pre-Public Hearing Staff Analysis + March 2021

# Project Summary

## Location

15001 Idlewild Rd

## Required Setbacks

Will comply with ordinance requirements.

## Ownership

LAND INVESTMENTS, LLC

## Site/Project Size

5.43 Acres

## Zoning

MU-2 & CP-485 (~.50 ac)

## Traffic Generation

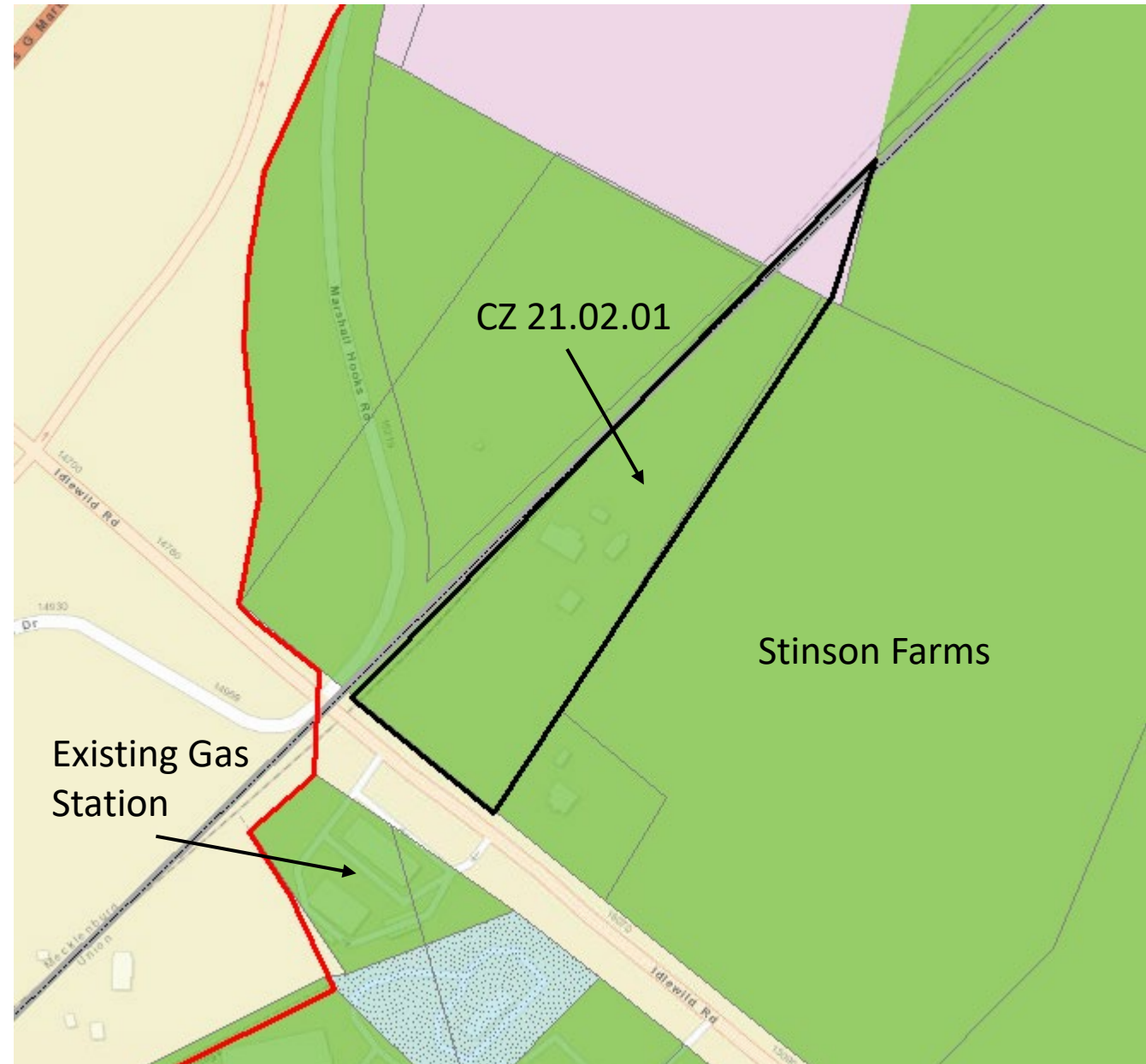
Included in Stinson Farms TIA

## Existing Use

Vacant/Residential

## Community Meeting

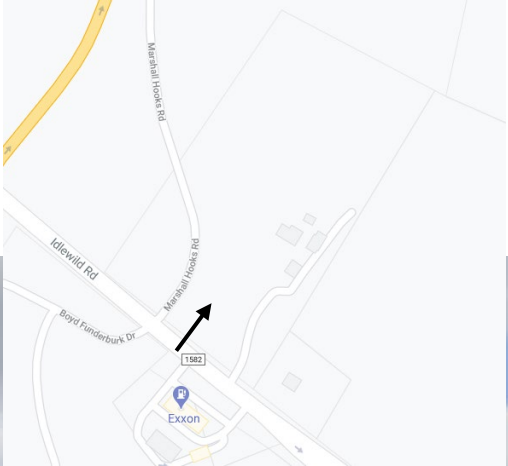
03/02/2021



# Current Conditions



# Street View – June 2019



# Request

## Conditional Zoning:

1. Allow up to 24 multi-family dwelling units.
2. Any non-residential uses permitted by right.
3. Convenience store with a gas pump OR restaurant with a drive-thru window.
4. If outparcel developed for convenience store, this will be the only commercial use multi-tenant retail building on the site.
5. 5 year vested rights.

VICINITY MAP  
NTS

SITE DATA

TAX MAP NO. 07075021  
& PORTION OF 07075022

EXISTING ZONING: MU-2  
PROPOSED ZONING: MU-2 CZ

EXISTING LAND USE: VACANT (WOODED LAND)  
PROPOSED USE: MULTIFAMILY RESIDENTIAL & COMMERCIAL

TOTAL SITE AREA: ±5.43 AC

SITE AREA PER FUTURE IDLEWILD ROW: ±5.19 AC

COMMERCIAL SITE AREA: ±2.54 AC (110,987 SF)

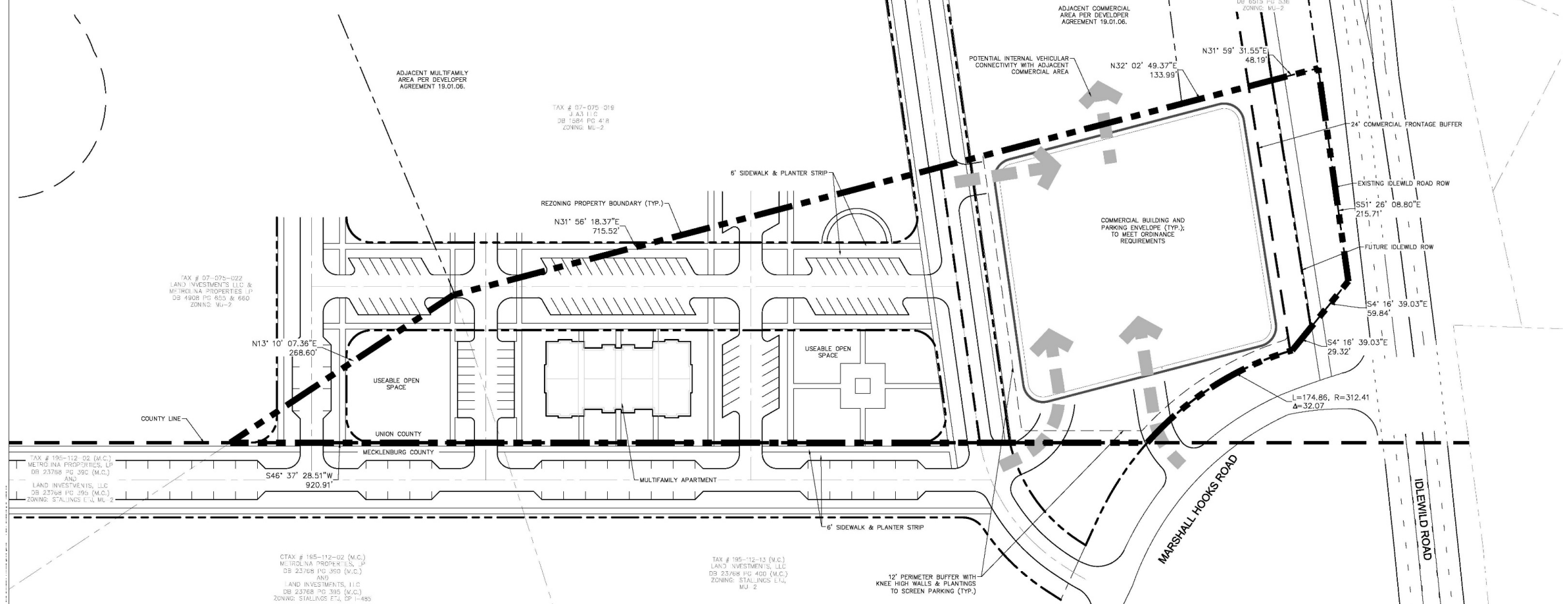
MULTIFAMILY SITE AREA: ±2.89 AC (125,826 SF)

MULTIFAMILY UNITS: 24 UNITS

MULTIFAMILY DUA: 8.3 UNITS (PER 2.89 AC)

2. PERMITTED USES
  - A. THAT PORTION OF THE SITE ON WHICH THE COMMERCIAL BUILDING AND PARKING ENVELOPE IS LOCATED MAY BE DEVOTED ONLY TO THE USES SET OUT BELOW.
  - (1) ANY NON-RESIDENTIAL USE OR USES PERMITTED BY RIGHT IN THE MU-2 ZONING DISTRICT, WHICH USES ARE DESIGNATED AS LISTED USES IN THE ORDINANCE, AND ANY ACCESSORY USES RELATING THERETO.
  - (2) ANY NON-RESIDENTIAL USE OR USES PERMITTED WITH ADDITIONAL STANDARDS IN THE MU-2 ZONING DISTRICT, WHICH USES ARE DESIGNATED AS USES LISTED WITH ADDITIONAL STANDARDS IN THE ORDINANCE, AND ANY ACCESSORY USES RELATING THERETO.
  - (3) ONE OF THE FOLLOWING TWO USES THAT ARE DESIGNATED AS CONDITIONAL ZONING USES IN THE ORDINANCE: A CONVENIENCE STORE WITH GASOLINE PUMPS OR A RESTAURANT WITH DRIVE-THRU WINDOWS AND ANY ACCESSORY USES RELATING THERETO.
- B. THE REMAINDER OF THE SITE MAY ONLY BE DEVOTED TO A BUILDING CONTAINING MULTI-FAMILY DWELLING UNITS AND ANY ACCESSORY USES RELATING THERETO.
3. DEVELOPMENT LIMITATIONS
  - A. A MAXIMUM OF 10,000 SQUARE FEET OF GROSS FLOOR AREA MAY BE DEVELOPED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE. THE AREA UNDER THE CANOPY OVER THE GASOLINE PUMPS ASSOCIATED WITH A CONVENIENCE STORE WITH GASOLINE PUMPS, AND OUTDOOR DINING AREAS SHALL NOT BE INCLUDED IN THE CALCULATION OF THE MAXIMUM GROSS FLOOR AREA.
  - B. A MAXIMUM OF 24 MULTI-FAMILY DWELLING UNITS MAY DEVELOPED ON THE SITE.
  - C. ANY NON-RESIDENTIAL BUILDING, ANY ACCESSORY STRUCTURES RELATING THERETO AND SURFACE PARKING FACILITIES SERVING THE NON-RESIDENTIAL USES SHALL BE LOCATED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE. THE NUMBER OF NON-RESIDENTIAL BUILDINGS AND ACCESSORY STRUCTURES RELATING THERETO THAT MAY BE LOCATED WITHIN THE COMMERCIAL BUILDING AND PARKING ENVELOPE SHALL BE GOVERNED BY THE ORDINANCE.
4. DIMENSIONAL STANDARDS
  - A. THE DEVELOPMENT OF THE SITE SHALL COMPLY WITH THE DIMENSIONAL STANDARDS OF THE MU-2 ZONING DISTRICT.
5. TRANSPORTATION AND PARKING
  - A. VEHICULAR ACCESS SHALL BE AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PLACEMENT AND CONFIGURATION OF THE ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE AND CONSTRUCTION PLANS AND DESIGNS AND ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF STALLINGS AND/OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ("NCDOT").
  - B. THE ALIGNMENTS OF THE INTERNAL VEHICULAR CIRCULATION AREAS AND DRIVEWAYS MAY BE MODIFIED BY APPLICANT TO ACCOMMODATE CHANGES IN TRAFFIC PATTERNS, PARKING LAYOUTS AND ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF STALLINGS AND/OR NCDOT.
  - C. THE SITE SHALL MEET THE PARKING REQUIREMENTS OF THE ORDINANCE.
- (7) BUILDINGS WILL HAVE A MINIMUM SETBACK FROM STREETS AND DRIVEWAYS WHEN NO BUFFER IS REQUIRED. SIDE AND REAR SETBACKS WILL VARY ACCORDING TO THE SIDE AND REAR BUFFER REQUIREMENTS OF THE ORDINANCE.
- (8) BUILDING FACADES SHALL BE GENERALLY PARALLEL TO FRONTAGE PROPERTY LINES.
- (9) PARKING AREAS SHALL BE LOCATED TO THE REAR AND/OR SIDE OF A BUILDING. SIDE-YARD PARKING MAY OCCUPY NO MORE THAN 35% OF THE PRINCIPAL FRONTAGE LINE ADJACENT TO A PUBLIC STREET AND SHALL BE BUFFERED FROM THE STREET WITH A TYPE D BUFFER YARD (5' MINIMUM WIDTH; 17 TO 20 SHRUBS AND 2 SMALL MATURING TREES PER 100 LF).
- (10) THE DRIVE AISLES FOR CIRCULATION PURPOSES SHALL BE SCREENED FROM ADJACENT PUBLIC AND PRIVATE STREETS BY A GARDEN WALL, HEDGE, OR KNEE WALL.
- (11) HEDGES, GARDEN WALLS, OR KNEE WALLS MAY BE BUILT ON PROPERTY LINES OR AS THE CONTINUATION OF BUILDING WALLS. A GARDEN WALL, HEDGE OR KNEE WALL SHALL HAVE A MINIMUM OF 2.5' IN HEIGHT AND A MAXIMUM OF 3.5' IN HEIGHT AND SHALL BE INSTALLED ALONG ANY STREET FRONTAGE ADJACENT TO PARKING AREAS. KNEE WALLS SHALL BE BUILT OF BRICK, STONE, OR OTHER DECORATIVE MASONRY MATERIAL, OR ALTERNATIVELY BUILT OF WROUGHT IRON OR OTHER DECORATIVE METAL AND SHALL GENERALLY MATCH THE ARCHITECTURAL STYLE OF THE TOWN.
- (12) PARKING AREAS SHALL BE CONNECTED WITH VEHICULAR AND PEDESTRIAN CONNECTIONS WHEREVER PRACTICAL TO PROMOTE INTERCONNECTIVITY BETWEEN USES.
- (13) MAIN PEDESTRIAN ACCESS TO BUILDINGS MAY BE FROM THE SIDE, FRONT OR REAR. A NON-FUNCTIONING OR LOCKED DOOR SHALL BE LOCATED ON THE FRONT OF A BUILDING WHEN THE PRIMARY PEDESTRIAN ACCESS IS FROM THE SIDE OR REAR OF THE BUILDING.
- (14) ALL STREET LEVEL RETAIL USES WITH PUBLIC OR PRIVATE SIDEWALK FRONTAGE SHALL BE FURNISHED WITH AN INDIVIDUAL ENTRANCE AND DIRECT ACCESS TO THE PUBLIC OR PRIVATE SIDEWALK IN ADDITION TO ANY OTHER ACCESS WHICH MAY BE PROVIDED.
- (15) DRIVE-THROUGH WINDOWS AND OTHER AUTO-ORIENTED SERVICE FACILITIES SHALL BE LOCATED TO THE REAR OR SIDE OF THE BUILDING. NOTWITHSTANDING THE FOREGOING, DRIVE AISLES FOR CIRCULATION PURPOSES MAY BE LOCATED BETWEEN THE BUILDING AND THE ADJACENT PUBLIC AND/OR PRIVATE STREETS.
- (16) MENU BOARD(S), SPEAKER BOXES AND/OR WINDOWS ASSOCIATED WITH DRIVE-THROUGH FACILITIES MAY NOT BE LOCATED ON THE FAÇADE OF A BUILDING THAT FACES THE PRIMARY ADJACENT PUBLIC STREET, BUT MAY BE LOCATED ON THE FAÇADE OF A BUILDING THAT FACES A SECONDARY PUBLIC STREET OR A PRIVATE STREET.
- (17) GASOLINE AND FUEL PUMPS SHALL BE LOCATED TO THE REAR OF THE BUILDING.
- (18) MASSING AND RHYTHM SHALL BE FACTORED INTO SITE DESIGN AND FUTURE USES (A SINGLE LARGE DOMINANT BUILDING MASS WILL BE AVOIDED).
- (19) NO WALL THAT FACES A STREET OR CONNECTING WALKWAY SHALL HAVE A BLANK, UNINTERRUPTED LENGTH EXCEEDING TWENTY (20) FEET.
- B. THE ARCHITECTURAL STANDARDS SET OUT BELOW SHALL APPLY TO ANY MULTI-FAMILY BUILDING DEVELOPED ON THE SITE.

- (6) THE MAXIMUM HEIGHT OF THE MULTI-FAMILY BUILDING SHALL BE GOVERNED BY THE ORDINANCE.
7. SIGNS
  - A. ALL SIGNS INSTALLED ON THE SITE SHALL COMPLY WITH THE REQUIREMENTS OF THE ORDINANCE.
8. BINDING EFFECT OF THE REZONING APPLICATION
  - A. IF THIS REZONING APPLICATION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT AND/OR USE OF THE SITE IMPOSED UNDER THIS REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF APPLICANT AND THE CURRENT AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE SUCCESSORS IN INTEREST AND ASSIGNS. THROUGHOUT THESE DEVELOPMENT STANDARDS, THE TERMS, "APPLICANT" AND "OWNER" OR "OWNERS" SHALL BE DEEMED TO INCLUDE THE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST AND ASSIGNS OF APPLICANT OR THE OWNER OR OWNERS OF THE SITE FROM TIME TO TIME WHO MAY BE INVOLVED IN ANY FUTURE DEVELOPMENT THEREOF.



TAX # 195-112-02 (M.C.)  
METROLINA PROPERTIES, LP  
DB 23768 PG 390 (M.C.)  
AND  
LAND INVESTMENTS, LLC  
DB 23768 PG 395 (M.C.)  
ZONING: STALLINGS E-1, MU-2

TAX # 07-075-022  
LAND INVESTMENTS LLC &  
METROLINA PROPERTIES LP  
DB 4908 PG 605 & 660  
ZONING: MU-2

TAX # 07-075-019  
J.A.S.I.C.  
DB 1584 PG 478  
ZONING: MU-2

TAX # 07-075-C20  
J.A.S.I.C.  
DB 6519 PG 536  
ZONING: MU-2

CTAX # 195-112-02 (M.C.)  
METROLINA PROPERTIES, LP  
DB 23768 PG 390 (M.C.)  
AND  
LAND INVESTMENTS, LLC  
DB 23768 PG 395 (M.C.)  
ZONING: STALLINGS E-1, MU-2

TAX # 195-112-13 (M.C.)  
LAND INVESTMENTS, LLC  
DB 23768 PG 400 (M.C.)  
ZONING: STALLINGS E-1,  
MU-2

12' PERIMETER BUFFER WITH  
KNEE HIGH WALLS & PLANTINGS  
TO SCREEN PARKING (TYP.)



# TREES, VEGETATION AND STORMWATER

## Tree Save (Article 11.8-2)

Rezoned area = 5.43 acres

Tree Save Area Required = 3% = 0.16 acres

## Buffers (Article 11)

- Street trees are required
- Type “D” (5’) buffer required for parking lots with more than 6 spaces.

## Stormwater Management and PCO

Will require stormwater management for High-Density project as defined in Article 19, Section 3 of the Stallings UDO.

Site is mostly in the Crooked Creek watershed (~ 3.7 ac) but is partly in the Goose Creek watershed (~1.7 ac)

## Open Space

Rezoned area = 5.43 acres

Open Space Required = 7.5% = 0.41 acres

# LAND USE PLAN AND ADOPTED POLICIES

## Land Use Plan

The Land Use Plan shows the property as ***Suburban Office Complex.***

### **Primary Land Uses:**

Multi-Tenant Professional Office, Corporate Office, Medical Office, Call Center, Research and Development

### **Secondary Land Uses:**

Bank, Copy and Printing Services, Restaurants, Government Services, Flex Space, Natural Areas. Stormwater Retention

## Small Area Plan

### **Idlewild Road Corridor**

## Consistency

Moderately inconsistent

## **Form & Parameters (Land Use Plan)**

General Development Pattern	Separate Uses
Typical Lot Coverage	20 - 40%
Residential Density	N/A
Non-Residential Intensity	0.20 – 1.0 FAR
Prevailing Building Height	1 – 3 Stories
Average Dwelling Unit Size	N/A
Average Non-Residential Building Size	10,000 – 200,000 Sq Ft
Transportation Choices	Auto
Typical Block Length	800 – 1,200 Linear Feet
Open Space Elements	Pocket Parks / Landscape Buffers
Street Pattern	Curvilinear
Street Connectivity	Low
Parking Provisions	Surface Lot
Typical Street Cross Section	Suburban

# COMMUNITY MEETING

Meeting: 03/02/2021

Notices were sent to property owners within 500' per ordinance requirements.

No one from the community was present at the meeting.

# PLANNING BOARD RECOMMENDATION

- Approval (3-1 Craver)

# SUMMARY OF SUGGESTED CONDITIONS

1. Restrict open space areas by labeling them as open space and adding a note to the plan that denoted open space cannot be developed.
2. The property frontage buffer will be 24' measured from the Idlewild future 6-lane ROW line.
3. Plantings/landscaping will be provided between the 24' frontage buffer and the right of way.
4. The applicant will work with town attorney on language that will ensure that the Idlewild Road median will be landscaped.
5. One (1) 24-unit multi-family building be allowed.
6. All conditions of the Development Agreement approved for the Stinson Farms project on PID#07075020, 07075019 07075018, 07075023, 07075022, 07075022A, 07075017, 07075028, and 07075017A will apply to the property where applicable.



# MEMO

---

To: Mayor and Council  
From: Alex Sewell, Town Manager  
Date: March 17, 2021  
RE: **CATS Silverline Draft Resolution of Support for the Recommended Alignment and Park and Ride Station.**

---

**Purpose:** This memorandum provides information to support the Council as it considers CATS' request for a resolution of support for the Silver Line light rail project.

**Background:** At the December 14, 2020 Town Council meeting, Town staff presented the preliminary CATS recommendation for the proposed alignment of the Silver Line in Stallings on Highway 74 to Matthews-Indian Trail Road. In addition to the proposed alignment, CATS staff identified the opportunity for a park and ride station to be located near the Monroe Bypass and Atrium Stallings Campus.

Town staff sought Council input on CATS' preliminary recommendation, shared with Council an analysis of the proposed alignment and park and ride station, and suggested conditions for any future potential resolution of support aimed at ensuring the CATS preliminary recommendation complied with the Town's land use plans for the area. For reference, a copy of the memo presented to Council in December is attached.

**Update:** CATS has now finished its most recent round of public input sessions. On March 12, 2021, CATS presented their recommended alignment to its Steering Committee. CATS now plans to present its preliminary staff recommendation to the Metropolitan Transit Commission (MTC) for information on March 24, 2021 with potential adoption scheduled for April 28, 2021. With concurrence on the preliminary plan staff recommendation, the Design team will be transitioning into the 15% design phase and the TOD team will commence with Station Area Planning, including more public engagement.

**Next Steps:** Currently CATS is seeking a resolution of support from the Town for the identified alignment and park and ride station. A draft resolution is enclosed for the Council's consideration. CATS staff are unavailable for the March 22, 2021 Council Meeting but will be available at the April 12, 2021 Council Meeting if there are any outstanding questions.



# MEMO

To: Mayor and Council  
via Alex Sewell, Town Manager  
From: Lynne Hair, Planning Director  
Date: December 8, 2020  
RE: **CATS Silverline Concept Board and Alignment Comments**

---

## **Background**

The LYNX Silver Line is a proposed 26-mile light rail project from the City of Belmont in Gaston County, through Center City Charlotte and the Town of Matthews, with a potential extension into Union County. The Town has been working with CATS to establish a location for a light rail station in the Town of Stallings.

Over the past several months CATS has conducted the pre-project development and early scoping phase of the project as follows:

- Early Scoping from August 31 - October 14, 2020 in collaboration with the Federal Transit Administration. CATS analyzed public and agency feedback received as the proposed alignment (or locally preferred alternative (LPA)) was refined.
- Hosted six live virtual public meetings that included a presentation followed by Q&A.

Feedback received through the early scoping process identified four decision drivers of; minimizing disruption to existing residence and businesses; achieving broad public and stakeholder support for design decisions; facilitating safe and direct multimodal connections between the station and surrounding community destinations; and achieving reliable transit travel time to establish the preferred Stallings alignment for the Silver Line.

Based feedback received from the early scoping process, CATS has identified the Highway 74 to Matthews Indian Trail as the preferred alignment.

This process also identified the need for a park and ride lot in the Stallings area. This will be the “end of the line” and having a park and ride lot in this location is crucial to ridership success.

## **Preferred Alignment/Park and Ride Lot/Development potential:**

How can a parking facility be integrated into the Town’s vision?

TOD – Stallings Monroe Bypass Small Area Plan identifies the area between Highway 74 and Matthews Indian Trail Road for mixed use, including higher density housing and commercial uses. The preferred alignment identified by the scorecard promotes a park and ride lot in this area, something that was not considered as an option during the small area plan process.

While from a development standpoint, the Towns preference based on our land use plans would be for a walk-up station located on Matthews Indian Trail Road. However, if design is

intentional and supporting resources are provided to the Town, staff see possible potential in CATS vision for a park and ride lot in Stallings. Staff would be interested in how this type of facility could fit into the Town vision as identified by the Monroe Bypass Small Area Plan.

The StALLINgs Comprehensive Land Use Plan Article 3 address the Town's need for identity and achieving this through increased streetscape, architecture, and connectivity. The following goals were established by the CLUP:

- I-1 Promote the many benefits of good community appearance and the importance of aesthetics to quality of life and economic development by developing a standard for landscape, streetscape, and architecture.
- I-1.1 Develop organizational structure for Town beautification and community involvement.
- I-1.2 Enhance community pride and identity by improving the public realm
- 1-1.3 Community gateways should incorporate design elements that greet and direct the public and evoke a sense of place.

A park and ride lot in this area would need to support these goals. To ensure this would occur, and for the Town to support this alternative the following would need to be provided:

1. A parking structure would be needed because surface parking would not further the Town's goals for identity through appearance.
2. The station should not be designed just for people traveling in from outside Stallings, parking their car, and traveling elsewhere. The design should equally incorporate and integrate a walk-up station to support those living and working in the immediately surrounding area.
3. The design should be designed to integrate into and encourage positive development aligned with the Town's land use plans.
4. Architecture for the parking deck would need to be attractive and provide a visual landmark for the Town.
5. Artwork would need to be incorporated into the station and deck.
6. Streetscape including landscaping on all roadways that the parking structure fronts would comply with Town streetscape goals.
7. Incorporation of connectivity that compliments the goals of the Stallings Parks, Recreation and Greenway Plan.
8. Coordinating with the Town on road connections that promote goals established in the Monroe Bypass Small Area Plan and encourage future development.
9. A transit overlay district will be needed to ensure the above occurs along with positive desired development (and undesired development is prevented).
10. The above need to be included in the silver line design/construction budget.
11. Require 50% retail of the street level of parking structure.

While a park and ride lot was not a part the vision established by the StALLINgs Comprehensive Land Use Plan and the Monroe Bypass Small Area Plan, staff are of the opinion that if built in compliance with the goals established by the Town, there could be a situation that would be a win-win for the Town and CATS.

### **Next Steps**



CATS will be looking for a resolution of support from the Town for the Highway 74 to Matthews Indian Trail Road alignment, and the location of a park and ride lot in the Town, adopted by the end of January.

Andy Mock with CATS will be present at the meeting on December 14, 2020 to walk Council through the scoping process, alignment preference decisions and next steps.



## **Resolution Affirming the Stallings Town Council's Support of CATS Selected Alignment and Park and Ride Lot location for the LYNX Silverline within the Town Limits**

A RESOLUTION WHEREAS, the LYNX Silver Line is a proposed 26-mile light rail project from the City of Belmont in Gaston County, through Center City Charlotte and the Town of Matthews, with a potential extension into Union County. The Charlotte Area Transit System (CATS), Town of Stallings, and numerous other local governments collectively have been awarded a grant from the U.S. Department of Transportation Federal Transit Administration (FTA) to support planning efforts for the proposed LYNX Silver Line. CATS developed several alignment options running through the Town of Stallings; and

WHEREAS, the pre-project development and early scoping phase of the project utilizing a scorecard framework, and using that framework the CATS staff preliminary recommendation is that the Highway 74 to Matthews Indian Trail Road alignment is the preferred alignment, and that a park and ride facility should be in Stallings; and

WHEREAS, the Stallings' location would be around the end of the line and placement is ideal to allow all commuters and Union County residents to park and enter the light rail system while having the least amount of impact on existing residences and businesses.

WHEREAS, while from a development standpoint, the Town's land use plans would seem to support a walk-up station located on Matthews Indian Trail Road. However, if design is intentional and supporting resources are provided to the Town, the Town sees potential in CATS vision for a park and ride station in Stallings and how this type of facility could fit into the Town vision as identified by the Monroe Bypass Small Area Plan.

WHEREAS, the *StALLINGS* Comprehensive Land Use Plan Article 3 addresses the Town's need for identity and achieving this through increased streetscape, architecture, and connectivity. The following goals were established by the CLUP:

- I-1 Promote the many benefits of good community appearance and the importance of aesthetics to quality of life and economic development by developing a standard for landscape, streetscape, and architecture.
- I-1.1 Develop organizational structure for Town beautification and community involvement.
- I-1.2 Enhance community pride and identity by improving the public realm.
- I-1.3 Community gateways should incorporate design elements that greet and direct the public and evoke a sense of place; and

WHEREAS, a park and ride station in this area would need to support these goals and to ensure this occurs and compliance with the Town's land use plans is upheld, the Town supports the light rail with the following conditions:

1. A parking structure would be needed because surface parking would not further the Town's goals for identity through appearance. Require 50% of the street level of the parking structure have commercial use space.
2. The station should not be designed just for people traveling in from outside Stallings, parking their car, and traveling elsewhere. The design should equally incorporate and integrate a walk-up station to support those living and working in the immediately surrounding area.
3. The design should be designed to integrate into and encourage positive development aligned with the Town's land use plans.
4. Architecture for the parking deck would need to be attractive and provide a visual landmark for the Town.
5. Artwork would need to be incorporated into the station and deck.

6. Streetscape including landscaping on all roadways that the parking structure fronts would comply with Town streetscape goals.
7. Incorporation of connectivity that compliments the goals of the Stallings Parks, Recreation and Greenway Plan.
8. Coordinating with the Town on road connections that promote goals established in the Monroe Bypass Small Area Plan and encourage future development.
9. A transit overlay district will be needed to ensure the above occurs along with positive desired development (and undesired development is prevented).
10. The above need to be included in the silver line design/construction budget.

NOW, THEREFORE, the Town Council of the Town of Stallings resolves to affirm its support of CATS Selected Alignment and Park and Ride Location of the LYNX Silver Line within the Town Limits.

This the 22<sup>nd</sup> day of March 2021.

\_\_\_\_\_  
Wyatt Dunn, Mayor

Attest:

\_\_\_\_\_  
Erinn Nichols, Town Clerk

Approved as to form:

\_\_\_\_\_  
Melanie Cox, Town Attorney





**RESOLUTION REQUESTING THE NORTH  
CAROLINA GENERAL ASSEMBLY TO  
AUTHORIZE THE TOWN OF STALLINGS TO  
LEVY A ROOM OCCUPANCY TAX**

**WHEREAS**, the Mayor and Town Council of the Town of Stallings, desire to institute a hotel tax/room occupancy tax in the Town of Stallings; and

**WHEREAS**, the North Carolina General Assembly must adopt a local act and add the Town of Stallings to the list of cities that have authority to institute such a tax; and

**WHEREAS**, pursuant to North Carolina General Statute §160A-215 a city may levy a room occupancy tax only by resolution, after not less than 10 days public notice and after a public hearing is held pursuant thereto.

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Stallings has unanimous support among the Town Council and Mayor and is respectfully requesting that North Carolina General Assembly amend North Carolina General Statute §160A-215 to include the Town of Stallings in subparagraph (g) to permit the levy of an occupancy tax up to 5%.

Adopted this the 22<sup>nd</sup> day of March, 2021.

\_\_\_\_\_  
Wyatt Dunn, Mayor

Attest:

\_\_\_\_\_  
Erinn Nichols, Town Clerk

Approved as to form:

\_\_\_\_\_  
Cox Law Firm, PLLC



# MEMO

To: Mayor and Council  
From: Alex Sewell, Town Manager  
Date: 3/19/21  
RE: **2021 Annual Retreat Implementation Update**

**Purpose:** This memorandum provides a general summary of the 2021 Annual Retreat for confirmation and provides several follow-up action items for Council's consideration.

**Background:** The Town Council holds a special meeting each year, known as the Annual Retreat, for the purpose of setting priorities and planning for the upcoming year. This meeting is important because it allows the Town to establish its official priorities for the year, provides staff with direction on which priorities to work towards, and serves as an opportunity for Town officials to step back from micro issues and think big picture. The meeting is often held in a location other than the typical Council Meeting location with a facilitator assisting the Council in efficiently identifying its top priorities.

On 1/11/21, the Council decided to take a different approach for the 2021 Annual Retreat. Specifically, the Council reaffirmed its 2020-21 priorities for 2021-22 and chose to focus the upcoming Retreat on priority implementation (review progress toward each priority, identify success benchmarks over the next year, and especially focus on downtown creation implementation).

**Established Outcomes for Retreat Success:** Here were suggested outcomes to help define success in achieving Council's vision for the 2021 Annual Retreat:

- ✓ Approval of downtown recommendations (or a clear sense of what changes need to be made to gain approval).
- ✓ Approval of defined short-term measures of success for each Council priority.
- ✓ Greater understanding of downtown dynamics.
- ✓ Greater sense of team, unity towards common priorities, understanding of progress towards priorities, and perhaps an overall feeling of "we're on the right track".

**Retreat Recap:** The Retreat was held virtually on 2/27/21. The retreat began with a downtown expert panel and downtown recommendations discussion with Centralina Executive Director Geraldine Gardner helping to facilitate. As part of this process, the expert panelists discussed the Town's current downtown strategies with Council and made several comments.

Expert panelist comments included:

- 1.) Concerned as to whether the current downtown vision aligns with market reality. Seem to have vision but not a plan to determine if vision is marketable. Need to do a

market analysis to determine if marketable. May need to adjust vision to create a more marketable plan.

- 2.) Town investment is going to need to be extensive and a major commitment for years. Implementation seems “underfunded” in resource commitment, expertise capacity for various development efforts including public-private partnership creation, and site control. Panelist suggested working with the Development Finance Institute (“DFI”) through the UNC School of Government.
- 3.) Need strategic marketing to help create the positive “vibe”.
- 4.) Panelists liked the farmer’s market.
- 5.) Needs to be a destination for the community, a gathering place.
- 6.) Will take decades to fully realize the vision.
  - a. Need resiliency in support.
    - i. Suggested Downtown Champions Committee to take pressure off council and help sustain community support.
    - ii. Suggested Council supporting staff to educate candidates for Town Council seats on downtown efforts.
  - b. Need to be honest with community that it will take many years to fully achieve vision.
- 7.) Need to move quickly on site control. May be resource intensive. (Council directed staff to work with land use attorney to see if zoning was an option to gain site control).
- 8.) Might need more flexibility with multi-family to support downtown. But probably nothing larger than 3 stories because it would change the character of the area.
- 9.) Greenway and streetscape are important.

Next, the Council reviewed progress towards each remaining priority, discussed short-term measures of success, barriers to success, and defined benchmarks for success for each priority (or at least an action item(s)). The final part of the afternoon was dedicated to discussing miscellaneous topics.

The Council directed the Town Manager to take the ideas/issues/decisions identified at the Annual Retreat, update priorities with agreed-upon benchmarks for success, and update and flesh out the downtown action plan based on the expert panel’s feedback. The Town Manager agreed to do this and bring back these items for the 3/22/21 Town Council Meeting.

#### **Attached Follow-Up Items:**

- Updated Town Council 2021-22 priorities, strategies, and benchmarks for success. Second copy with potential barriers to success added.
- An updated draft downtown action plan.
- Per expert panelist feedback and the updated draft downtown action plan, a scope of work from the Development Finance Institute (UNC School of Government) is enclosed (Proposal to Provide Phase 1 Downtown District Feasibility Assessment Services).

**Potential Next Steps for Council:**

- Confirm Town Council 2021-22 priorities, strategies, and benchmarks for success.
- Consider approving the draft downtown action plan.
- Consider authorizing the Town Manager to enter into a contract with the Development Finance Institute per the attached scope of services (Proposal to Provide Phase 1 Downtown District Feasibility Assessment Services) contingent on Town Attorney approval. A budget amendment would be needed in the future to support this action.





## **Town of Stallings – Priorities FY 2021-22**

- 1.) Create a Stallings Downtown (6 priority votes, 5 second priority votes)
  - a. Strategy – 2 prong approach. The first prong is to proactively invest to create a catalyst to spur downtown development aligned with vision and ultimately lead to market-driven downtown development. The second prong is to prevent development that does not align with downtown vision.
  - b. Benchmarks for Success
    - i. Have stand-up market started by 6/30/21.
    - ii. Update and present downtown action plan based on expert panelist feedback (Annual Retreat) 3/22/21.
- 2.) Review and Amend Land Use Plans to Better Align with Council’s Vision (5 priority votes, 1 second priority vote)
  - a. Strategy – Continue alignment with a downtown overlay district and open space enhancements.
  - b. Benchmarks for Success Over Next 12 months
    - i. Present Open Space Ordinances Changes to Council by the end of April 2021.
    - ii. Consider gaining site control over key properties by acquisition, option, or other legal means.
- 3.) Economic Development
  - a. Strategy – Approve an economic development strategic plan and begin implementation and highlight existing businesses.
  - b. Develop an Economic Development Strategic Plan (4 priority votes, 3 second priority votes)

- i. Benchmarks for Success – Approval of an economic development strategic plan by 4/30/21 (Note – Approved 3/8/21). Implementation TBD due to funding requirements.
    - ii. Action Item – Staff will bring Council implementation cost during budget workshops.
  - c. Communications – Highlight Businesses (1 priority, 3 second priority votes)
    - i. Benchmark of Success – Highlight a business in quarterly newsletter (Mayor will take first 6 months, then ED committee will choose business to highlight quarterly). Until pandemic ends, do this quarterly via social media.
- 4.) Transportation (2 priority votes, 4 second priority votes)
  - a. Strategy – Increase Likelihood of CRTPO Funds Through TCC Participation and an Updated Transportation Master Plan. Support the light rail coming to Stallings.
  - b. Benchmarks for Success
    - i. Continue 100% TCC participation.
    - ii. Present draft updated transportation master plan to Council within 18 months (12 months stretch goal) of first resumed TAC meeting.
    - iii. Approve Light Rail resolution by the end of April 2021.
- 5.) Communications – Push News Out on Social Media (1 priority vote, 4 second priority votes)
  - a. Approved Strategy – Maintain Professional Communications Using Existing Resources and Provide Council Cost Estimates to Enhance Communications
  - b. Benchmarks for Success – TBD due to funding needs.
  - c. Action Item – Provide cost estimate during budget workshops for adding communications/marketing position.
- 6.) Enhance Blair Mill Park (2 priority votes, 2 second priority votes)
  - a. Strategy – Continue resource investments into Blair Mill Park (“BMP”) to decrease service level gap between BMP and Stallings Municipal Park.
  - b. Benchmarks for Success –
    - i. Complete construction of the Vickery portion of the Blair Mill greenway by 6/30/22.
    - ii. Other BMP enhancements TBD based on funding.

- c. Action Item – Provide Council with cost estimates during budget workshops for the following BMP enhancements:
  - i. Enhancing grass turf quality and landscaping.
  - ii. Signage.
  - iii. Adding a Food Truck Pad.



## **Priorities FY 2021-22 with Potential Barriers**

- 1.) Create a Stallings Downtown (6 priority votes, 5 second priority votes)
  - a. Strategy – 2 prong approach. The first prong is to proactively invest to create a catalyst to spur downtown development aligned with vision and ultimately lead to market-driven downtown development. The second prong is to prevent development that does not align with downtown vision.
  - b. Benchmarks for Success
    - i. Have stand-up market started by 6/30/21.
      1. Potential barriers for success
        - a. Location logistics, electricity availability.
        - b. Vendor availability/willingness.
        - c. Sufficient supplies to meet market needs.
        - d. Area saturated with established markets.
        - e. Staffing & funding, especially with other service requirements (events, programs, splash pad, etc.)
        - f. Parking for park, splash pad, and farmers market.
      - ii. Update and present downtown action plan based on expert panelist feedback (Annual Retreat) 3/22/21.
        1. Potential barriers for success
          - a. Very heavy resource investment for years
          - b. Funding & staffing
          - c. Expertise Capacity
          - d. Market reality
          - e. Community support (short & long-term)

- f. Site control and development not aligned with downtown vision
- g. Changing priorities for elected officials over election cycles

2.) Review and Amend Land Use Plans to Better Align with Council's Vision  
(5 priority votes, 1 second priority vote)

- a. Strategy – Continue alignment with a downtown overlay district and open space enhancements.
- b. Benchmarks for Success Over Next 12 months
  - i. Present Open Space Ordinances Changes to Council by the end of April 2021.
    - 1. Potential Barriers for Success – None anticipated.  
Funding provided and work on-schedule.
  - ii. Consider gaining site control over key properties by acquisition, option, or other legal means.
    - 1. Potential barriers for success
      - a. Funding – possible heavy resource commitment.
      - b. Timing – incompatible development comes before site control is enacted.
      - c. Unwillingness of property owners to partner/share vision.
      - d. Expertise capacity.

3.) Economic Development

- a. Strategy – Approve an economic development strategic plan, begin implementation, and highlight existing businesses.
- b. Develop an Economic Development Strategic Plan (4 priority votes, 3 second priority votes)
  - i. Benchmarks for Success – Approval of an economic development strategic plan by 4/30/21 (Note – Approved 3/8/21). Implementation TBD due to funding requirements.
    - 1. Potential barriers for success (implementation)
      - a. Implementation cost and funding.
      - b. Community support for development that increases commercial tax base % and lessens residential.
      - c. County sewer capacity.
      - d. Market realities.
  - ii. Action Item – Staff will bring Council implementation cost during budget workshops.

- c. Communications – Highlight Businesses (1 priority, 3 second priority votes)
  - i. Benchmark of Success – Highlight a business in quarterly newsletter (Mayor will take first 6 months, then ED committee will choose business to highlight quarterly). Until pandemic ends, do this quarterly via social media.
    - 1. Potential benchmarks for success – None anticipated.
- 4.) Transportation (2 priority votes, 4 second priority votes)
  - a. Strategy – Increase Likelihood of CRTPO Funds Through TCC Participation and an Updated Transportation Master Plan. Support the light rail coming to Stallings.
  - b. Benchmarks for Success
    - i. Continue 100% TCC participation.
      - 1. Potential barriers for success
        - a. Staff workload.
    - ii. Present draft updated transportation master plan to Council within 18 months (12 months stretch goal) of first resumed TAC meeting.
      - 1. Potential barriers for success
        - a. Staff turnover.
        - b. Funding.
        - c. Implementation costs being higher than anticipated.
    - iii. Approve Light Rail resolution by the end of April 2021.
      - 1. Potential barriers to success – not satisfied with resolution.
- 5.) Communications – Push News Out on Social Media (1 priority vote, 4 second priority votes)
  - a. Approved Strategy – Maintain Professional Communications Using Existing Resources and Provide Council Cost Estimates to Enhance Communications
  - b. Benchmarks for Success – TBD due to funding needs.
    - i. Potential barriers for success – funding, finding the right person.
  - c. Action Item – Provide cost estimate during budget workshops for adding communications/marketing position.
- 6.) Enhance Blair Mill Park (2 priority votes, 2 second priority votes)

- a. Strategy – Continue resource investments into Blair Mill Park (“BMP”) to decrease service level gap between BMP and Stallings Municipal Park.
- b. Benchmarks for Success –
  - i. Complete construction of the Vickery portion of the Blair Mill greenway by 6/30/22.
    - 1. Potential Barriers for Success
      - a. Funding
      - b. Bids coming back high.
      - c. Unexpected environmental and/or construction issues.
    - ii. Other BMP enhancements TBD based on funding.
- c. Action Item – Provide Council with cost estimates during budget workshops for the following BMP enhancements:
  - i. Enhancing grass turf quality and landscaping.
  - ii. Signage.
  - iii. Adding a Food Truck Pad.



## Draft Downtown Action Plan

*(Based on the 2021 Annual Retreat)*

- ❖ Build Resilient Community Support for Downtown Efforts Over Election Cycles
  - Action Items:
    - Downtown Champions Committee - Council will recruit business leaders, hospital, and other respected community leaders to form a downtown support committee.
    - Council directs and supports staff educating candidates for Town Council seats on downtown efforts.
- ❖ Proactively Invest to Spur Development Aligned with Downtown Vision.
  - Expert panelists indicated concerns with draft action plan as to 1.) whether the current downtown vision aligns with market reality (if not, what changes need to be made?); and 2.) whether implementation is “underfunded” in resource commitment, expertise capacity for various development efforts including public-private partnership creation, and site control.
    - Action Item: Engage and consider partnering with Development Finance Institute (UNC School of Government) for expert guidance and support on proactively spurring positive downtown development.
  - Build Out a Streetscape in Front of New Town Hall & Old Town Hall.
    - Action Items: Staff will confirm with NCDOT whether on-street parking will be allowed here per the approved streetscape concept and investigate any other preliminary items (like



estimates for burying electrical lines). Staff will follow-up with an estimated cost of creating construction documents for Council's consideration.

- Promote the Downtown Area & Continue to Make It a Destination Point.
  - Action Items:
    - Begin promoting area as downtown regarding Parks & Recreation activities:
      - Events, Programs – marketing as in Downtown
    - Farmers Market - make “Downtown” part of the name
    - Change “Stallings Municipal Park” to “Stallings Downtown Park” (Too soon?)
    - Continue to make Stallings Park a destination point through events (once pandemic ends).
- ❖ Identify Core Area to Efficiently Focus Resources.
  - Action Item: Approve the Core Downtown micro-focus area.
- ❖ Prevent Development That Does Not Align with Vision
  - Per Council direction, reviewed with planning and legal. Their joint recommendation is as follows:
    - 1.) The market will drive what comes in, and until the market changes the Town's vision will not happen and we will continue to get development/uses that do not align with our vision. Zoning is a tool that can help prevent uses that do not align with vision and the Town already has Town center zoning in place. However, if the market is different from the vision, there is always a risk that development will come in that aligns with the market and is allowed but be contrary to the Town's vision. Zoning is a tool but not a failsafe.
    - 2.) The most effective way to prevent development that does not align with the downtown vision, is to gain site control over key properties.
  - Action Item: Consider gaining site control over key properties by acquisition, option, or other legal means (DFI partnership see previous action item above).