



February 24, 2020  
 Stallings Town Hall  
 315 Stallings Road  
 Stallings, NC 28104  
 704-821-8557  
 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.	<b>DA19.04.02 – Willows at Stallings</b> <i>(recessed from 02-10-2020)</i> A development agreement for 22.79-acres located off Stevens Mill Road in PID 07099010 and PID 07099010B. Gateway Communities is developing the property for a 315-unit apartment complex that will be called The Willows at Stallings. The property is located within the Monroe Bypass Small Area Plan and is zoned MU-2, requiring approval of a Development Agreement. A. Re-Open Public Hearing B. Information from Staff C. Close Public Hearing D. Council Vote	Lynne Hair, Town Planner	Approve (Deny) DA.
3.	8:05 p.m.	<b>Unified Development Ordinance (UDO) Items</b> <i>(Martin) (Tabled from 02-10-2020)</i> A. Density Calculations – flood plain B. Fence Regulations C. Open Space	John Martin, Council Member  Lynn Hair, Town Planner	Discussion and Possible Action
4.	8:20 p.m.	<b>DeWitt “Mac” McCarley Contract</b> <i>(Dunn)</i>	Wyatt Dunn, Mayor	Approve (Deny) contract.
5.	8:30 p.m.	<b>Land Use Follow-up</b> <i>(Tabled from 01-27-2020)</i>	Alex Sewell, Town Manager	Information and Discussion
6.	8:45 p.m.	<b>Town of Stallings v. Christopher Loukos 18 CVS 769</b>	Melanie Cox, Town Attorney	Motion to approve settlement and authorize Town Manager to execute Consent Judgment

7.	8:55p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn
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# MEMO

Agenda Item # 2

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To: Town Council  
From: Lynne Hair, Planning Director  
Date: February 18, 2020  
RE: DA19.04.02 – Development Agreement for the Willows at Stallings/Gateway Communities, a 315-unit apartment complex on 22.79-acres located on Stevens Mill Road in PID#07099010 and 07099010B.

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Attached please find a copy of the final Development Agreement document for the Willows at Stallings, a 315-unit apartment development to be located on 22.79 acres off of Stevens Mill Road and owned by Cathy Stogner and Johnny Starnes. The subject property is a part of the Monroe Bypass Small Area Plan.

State statutes require a recommendation of the document be made and forwarded to council for final decision. A development agreement cannot be denied because of use or density.

**DA Subcommittee Recommendation:** Approval 12/12/2019 – (2-1 Paxton Absent for vote)

**Planning Board Recommendation:** Approval 1/21/2020 – Unanimous

**Town Council:** Deferred at request of applicant 1/27/2020 - Unanimous

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF UNION )

**DEVELOPMENT AGREEMENT**

This Development Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”) by and between **Gateway Communities NC, LLC**, a North Carolina limited liability company (“**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. Johnny Lewis Starnes is the owner of an approximately 10.24 acre parcel of land located on Stevens Mill Road in Stallings, Union County, North Carolina that is designated as Parcel Number 07099010B on the Union County Tax Maps (the “**Starnes Property**”).
2. Cathy Lynn S. Stogner is the owner of an approximately 12.55 acre parcel of land located on Stevens Mill Road in Stallings, Union County, North Carolina that is designated as Parcel Number 07099010 on the Union County Tax Maps (the “**Stogner Property**”).
3. The Starnes Property and the Stogner Property are hereinafter collectively referred to as the “**Property**.” The Property contains approximately 22.79 acres and is more particularly depicted on Exhibit A attached hereto and incorporated herein by reference, and more particularly described on Exhibit B attached hereto and incorporated herein by reference.
4. The parties to this Agreement acknowledge that Developer is the contract purchaser of the Property, and that Developer shall create a single-purpose limited liability company to acquire and hold title to the Property at the closing of Developer’s purchase of the Property. Accordingly, the parties acknowledge that this Agreement shall be assigned to such single-purpose limited liability company at the closing, and this Agreement shall be executed by such single-purpose limited liability company. After the execution of this Agreement by the single-purpose limited liability company formed by Developer, this Agreement shall be executed on behalf of the Town and recorded by Developer in the Union County Public Registry.
5. On November 27, 2017, the Town adopted the Town of Stallings Comprehensive Land Use Plan (the “**Land Use Plan**”). The Land Use Plan contains, among other things, small area plans for three key areas within the Town’s corporate limits, one of which is the Monroe Bypass corridor. The Monroe Bypass Corridor Small Area Plan (the “**Small Area Plan**”) provides land use recommendations and guiding principles for the development of the parcels of land within the area subject to the Small Area Plan. The Property is located within the area subject to the Small Area Plan.
6. Among other things, the Small Area Plan recommends single family attached homes and multi-family dwelling units on the Property.
7. Developer desires to develop a multi-family 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 multi-family dwelling units and associated amenities.
8. After careful review and deliberation, the Town has determined that the Project is consistent with the Small Area Plan, and that it would further the Town’s land use planning objectives and policies as set out in the Small Area Plan, as well as the health, safety, welfare and economic well-being of the Town.
9. 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 \_\_\_\_\_, 2020 in accordance with the procedures set out in N.C.G.S. § 160A-364, and it approved 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 concept site plan for the Project (the "**Concept Plan**") attached hereto as **Exhibit C** and incorporated herein by reference.
2. Permitted Uses/Maximum Density. Subject to the limitations set out in the Agreement, the Property may only be devoted to a multi-family residential community containing a maximum of 315 multi-family dwelling units, and to any incidental or accessory uses relating thereto that are permitted in the MU-2 zoning district.
3. 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 8 years of the date of this Agreement, Developer shall commence the development of the Project.
  - B. Within 15 years of the date of this Agreement, Developer shall complete the development of the Project.
4. Transportation Improvements. The development of the Property shall comply with the following transportation requirements.

A. Vehicular access shall be as generally depicted on the Concept 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 to any adjustments required for approval by the Town and/or the North Carolina Department of Transportation.

B. As provided below, the Property will be served by internal public streets or internal private streets, and adjustments to the locations of the internal public streets or internal private streets shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer.

C. 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 this Section 4 of the Agreement.

D. Subject to the approval of the North Carolina Department of Transportation and the Town, a traffic signal shall be installed by Developer at the intersection of Stallings Road and Stevens Mill Road prior to the issuance of the certificate of occupancy for the eighth (8<sup>th</sup>) multi-family building constructed on the Property. Decorative mast arm poles shall not be included in or a part of this installation.

E. The internal street designated as Public Road 1 on **Exhibit D** attached hereto and incorporated herein by reference shall meet the requirements of the “NS2 (Modified)” cross section set out on **Exhibit E** attached hereto and incorporated herein by reference.

F. The internal street designated as Public Road 2 on **Exhibit D** shall meet the requirements of the “NS2/MS2 (Modified)” cross section set out on **Exhibit F** attached hereto and incorporated herein by reference.

G. The internal streets designated as Public Road 3 and Public Road 4 on **Exhibit D** shall meet the requirements of the “MS2 (Modified)” cross section set out on **Exhibit G** attached hereto and incorporated herein by reference.

H. Public Road 1, Public Road 2, Public Road 3 and Public Road 4 shall either be (i) public streets dedicated to and maintained by the Town or (ii) subject to the approval of the Development Administrator and the Town Engineer, private streets with public access easements to allow public vehicular and pedestrian traffic to utilize these private streets and to allow future street connections to these private streets. If Public Road 1, Public Road 2, Public Road 3 and Public Road 4 are private streets with public access easements, this scenario will satisfy the requirement that each building front a public street.

I. The right of way or public access easements for Public Road 1, Public Road 2, Public Road 3 and Public Road 4 shall extend to the relevant boundaries of the Property to accommodate the future extension of these roads by others onto the adjacent parcels of land when the adjacent parcels of land are developed.

J. That portion of Stevens Mill Road located immediately adjacent to the Property will be improved by Developer in accordance with the “Stevens Mill Road cross section” set out on **Exhibit H** attached hereto and incorporated herein by reference.

5. Streetscape Treatment.

A. The streetscape treatment along the Property's public street frontages shall comply with the requirements of the Ordinance.

B. Decorative street lights will be installed on the public streets located on the Property. The decorative street lights to be installed on the public streets located on the Property shall be the decorative street lights depicted on **Exhibit I** attached hereto and incorporated herein by reference or another type of decorative street light approved by the Development Administrator.

6. Greenway and Open Space.

A. The open space areas to be constructed on the Property that are depicted on the Concept Plan shall meet the requirements of the Ordinance.

B. Greenway trails will be constructed by Developer on the Property as generally depicted on the Concept Plan. The greenway trails shall be constructed in accordance with the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan, which standards are on the cross section set out on **Exhibit J** attached hereto and incorporated herein by reference.

C. The greenway trails shall be donated to the Town at no cost to the Town and placed into the Town's trail maintenance system. The greenway trails shall be constructed and completed by Developer prior to the issuance of the certificate of occupancy for the third (3<sup>rd</sup>) multi-family building constructed on the Property.

D. Greenway signage will be built to Town specifications that are set out in the Town of Stallings Parks, Recreation and Greenway Master Plan and installed at Developer's expense. The locations, number and size of the greenway signs will be determined during the permitting process in coordination with the Town of Stallings Parks and Recreation Department.

E. Developer shall construct and install two pocket parks on the Property along the Property's frontage on Stevens Mill Road in the locations generally depicted on the Concept Plan. Each pocket park shall meet the minimum size for a park, which is 6,500 square feet, as set out in Article 21 of the Ordinance. Each pocket park shall be owned and maintained by Developer, however, each pocket park shall be open to the general public on a daily basis during daylight hours. Developer may impose reasonable rules and regulation relating to the use of each pocket park by the general public. The two pocket parks shall be constructed and completed by Developer prior to the issuance of the certificate of occupancy for the sixth (6<sup>th</sup>) multi-family building constructed on the Property.

F. Developer shall construct and install an outdoor classroom on the Property in the general location depicted on the Concept Plan. An illustrative depiction of the outdoor classroom is set out on **Exhibit K** attached hereto and incorporated herein by reference. The actual components of the outdoor classroom shall be determined during the permitting process in coordination with the Town of Stallings Parks and Recreation Department. The outdoor classroom shall be owned and maintained by Developer, however, the outdoor classroom shall be open to the general public on a daily basis during daylight hours. Developer may impose reasonable rules and regulation relating

to the use of the outdoor classroom by the general public. The outdoor classroom shall be constructed and completed by Developer prior to the issuance of the certificate of occupancy for the third (3<sup>rd</sup>) multi-family building constructed on the Property.

G. Pedestrian connections shall be provided from adjacent and internal public streets to the greenway trails located on the Property, each pocket park located on the Property and the outdoor classroom located on the Property.

H. A bus parking area shall be provided on the Property and designated during the permitting process to provide bus parking for visitors to the outdoor classroom and the greenway trails to be located on the Property. A pedestrian connection from the bus parking area to the greenway trails and the outdoor classroom shall be provided on the Property. The location of this pedestrian connection shall be determined during the permitting process.

I. A playground shall not be located on the Property and shall be a prohibited use.

7. Dumpster Screening

A. Dumpster areas will be screened in accordance with the requirements of the Ordinance and the screening shall be shown as a detail on the preliminary plan set submitted to the Town during the permitting process. The review and approval of the required screening shall be accomplished during the permitting process.

8. Stone Entry Features/Power Lines

A. Developer shall install stone entry features along the Property's frontage on Stevens Mill Road. More specifically, a stone entry feature with a minimum height of 54 inches shall be installed at each entrance into the pocket parks from the public sidewalk located along the Property's frontage on Stevens Mill Road (for a total of three (3) stone entry features with a minimum height of 54 inches), and a stone entry feature with a minimum height of 30 inches shall be installed at the locations where the entrances into the buildings along Stevens Mill Road connect to the public sidewalk located along Stevens Mill Road (for a total of four (4) stone entry features with a minimum height of 30 inches). A conceptual rendering of the stone entry features is attached hereto as **Exhibit L** and incorporated herein by reference.

B. Approximately 1,000 linear feet of an above ground power line located along the Property's frontage on Stevens Mill Road shall be placed underground by Developer at Developer's sole cost and expense.

9. Architectural standards

A. Maximum building height, lot dimensions and densities are governed by this Agreement and the Ordinance.

B. Architectural standards for the multi-family buildings to be constructed on the Property are set out on **Exhibit M** attached hereto and incorporated herein by reference. Compliance with the architectural standards shall be a requirement of permit approval. Minor revisions or modifications

to the architectural standards may be approved by the Development Administrator and the Planning Board.

C. All buildings containing multi-family dwelling units will be designed and constructed to accommodate elevators. Notwithstanding the foregoing, elevators will only be required to be installed in fifty (50) percent of the multi-family buildings constructed on the Property.

D. Vinyl may not be used as an exterior building material on any buildings constructed on the Site. Notwithstanding the foregoing, vinyl may be utilized on windows, soffits, soffit vents and other roof line trim.

10. 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/or those applicable and preserved by N.C.G.S. § 143-755 (Permit Choice Act). 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/or those applicable and preserved by N.C.G.S. § 143-755 (Permit Choice Act) 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/or those applicable and preserved by N.C.G.S. § 143-755 are more particularly set out on Exhibit N attached hereto and incorporated herein by reference, and are in a binder on file with the Town.

11. Term. The term of this Agreement shall commence on the Effective Date and shall expire fifteen (15) 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.

12. 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.

13. Public Facilities. The following public facilities will serve the Project: Public Sewer and Public Water.

14. 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 for ownership and maintenance after they have been constructed and installed.

15. 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 an amendment to this Agreement.

16. 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.

17. 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).

18. 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.

19. 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 by facsimile 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: Gateway Communities NC, LLC  
6701 Carmel Road, # 118  
Charlotte, North Carolina 28226

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. Agreements to Run with the Land. This Agreement shall be recorded in the Union County 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.

27. 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.

28. 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.

29. 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.

30. 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:

GATEWAY COMMUNITIES NC, LLC, a North Carolina limited liability company

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

Name: David B. Ransenberg

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: David B. Ransenberg

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 \_\_\_\_\_, 2020.

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Melanie Cox, 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 - Survey**

**EXHIBIT "B"**

**Property – Legal Description**

**EXHIBIT "C"**

**Concept Plan**

**EXHIBIT "D"**

**Public Road Exhibit**

**EXHIBIT "E"**

**Public Road 1 Cross Section**

**EXHIBIT "F"**

**Public Road 2 Cross Section**



**EXHIBIT "G"**

**Public Road 3 and Public Road 4 Cross Section**

**EXHIBIT "H"**

**Stevens Mill Road Cross Section**

**EXHIBIT "I"**

**Decorative Street Lights**

**EXHIBIT "J"**

**Greenway Trails Cross Section**

**EXHIBIT "K"**

**Illustrative Depiction of Outdoor Classroom**

**EXHIBIT "L"**

**Conceptual Renderings of Stone Entry Features**



**EXHIBIT "M"**

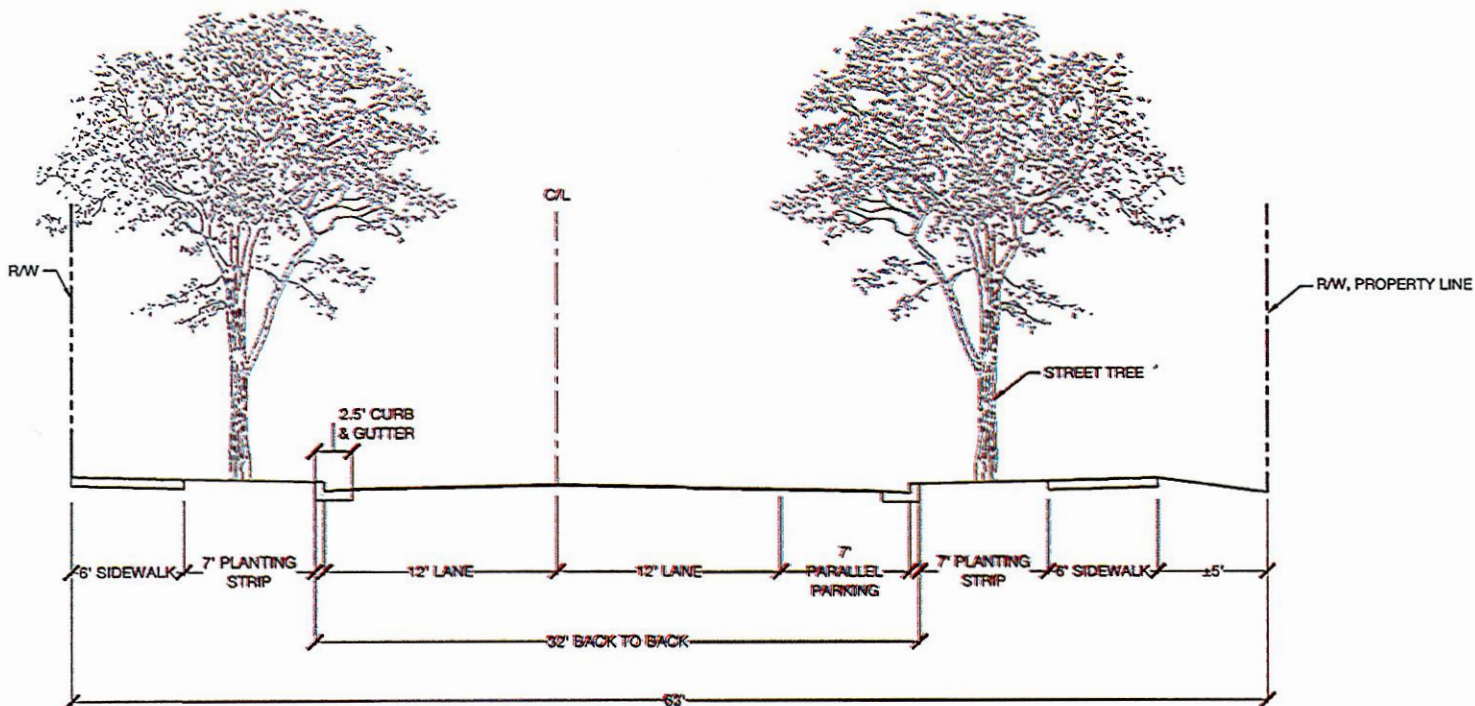
**Architectural Standards – Multi-Family Buildings**

**EXHIBIT "N"**

**Laws Governing the Development of the Project**

1. Town of Stallings Development Ordinance in force as of the Effective Date of this Agreement and/or those Ordinance provisions that are applicable and preserved by N.C.G.S. § 143-755 (Permit Choice Act), all of which are in a binder on file with the Town.
2. The Development Agreement and Concept Plan approved on May 13, 2019.
3. Town of Stallings Technical Standards and Specifications Manual in force as of the Effective Date of this Agreement.

DRAFT



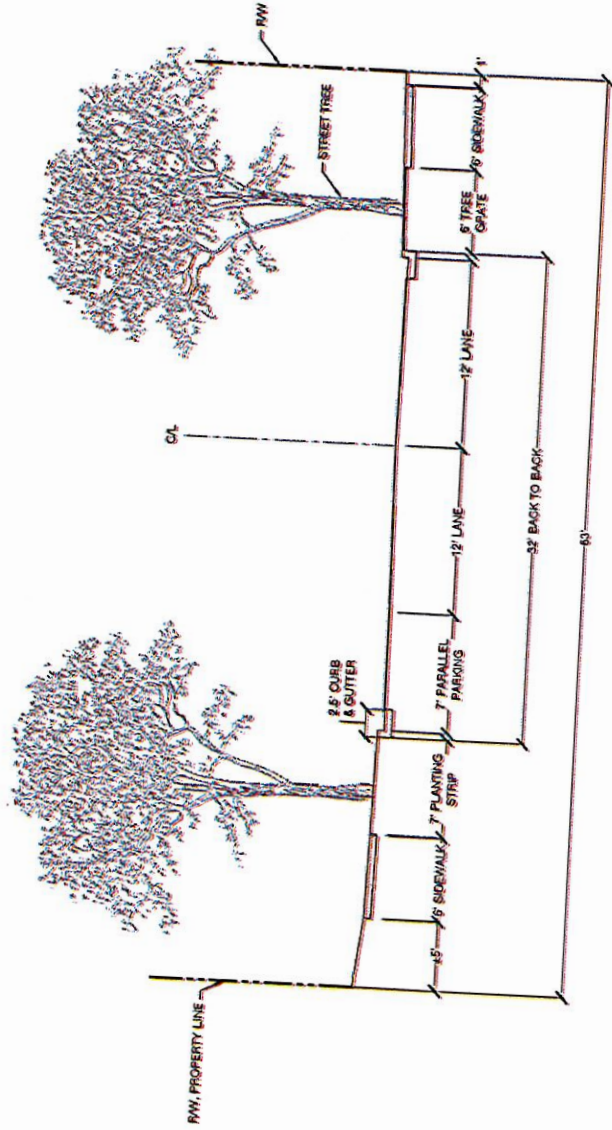
# WILLOWS AT STALLINGS

EXHIBIT X  
PUBLIC ROAD 1: NS2 (MODIFIED)

NOT TO SCALE  
JANUARY 2020



DRAFT



# WILLOWS AT STALLINGS

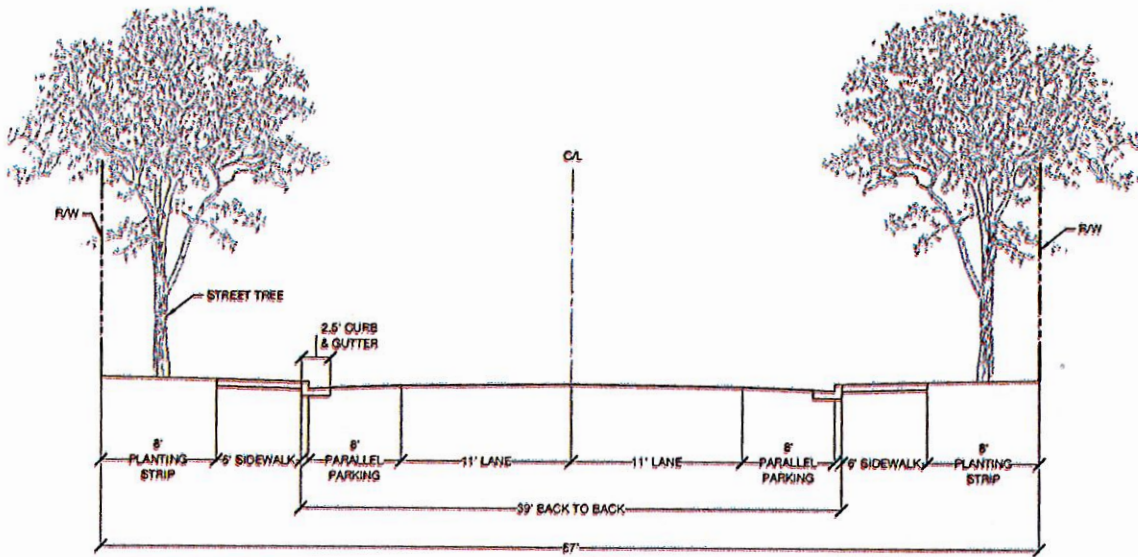
EXHIBIT X

PUBLIC ROAD 2: NS2/MS2 (MODIFIED)



NOT TO SCALE  
JANUARY 2020

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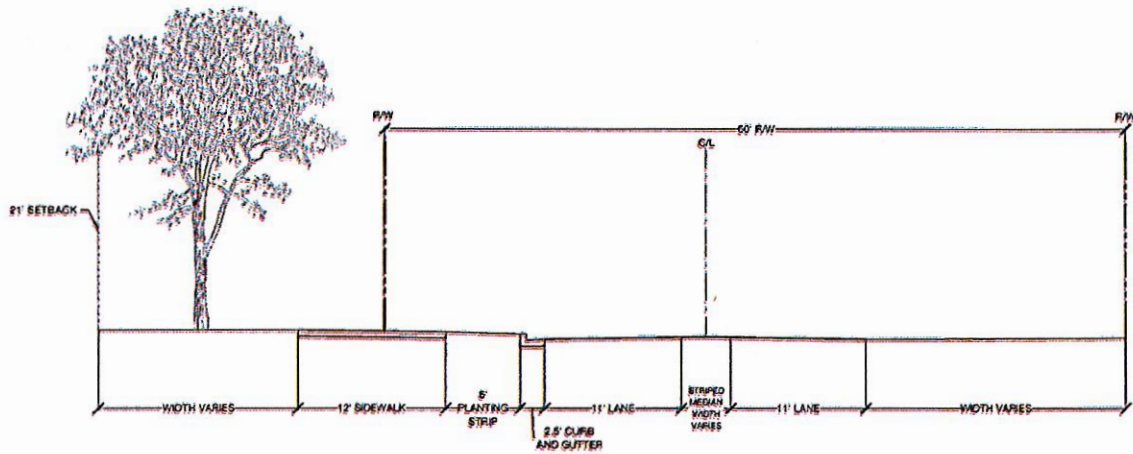


**WILLOWS AT STALLINGS** | EXHIBIT X  
PUBLIC ROAD 3/4: MS2 (MODIFIED)

NOT TO SCALE  
JANUARY 2020



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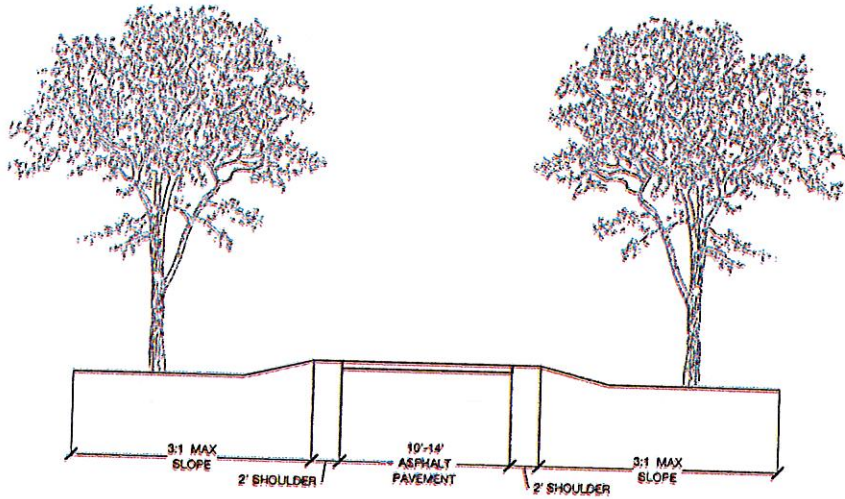


**WILLOWS AT STALLINGS** | EXHIBIT X  
STEVENS MILL ROAD

NOT TO SCALE  
JANUARY 2020



DRAFT



WILLOWS AT STALLINGS | EXHIBIT X  
GREENWAY: THE TYPICAL GREENWAY

NOT TO SCALE  
JANUARY 2020





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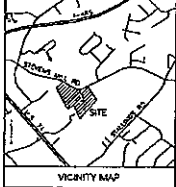
WILLOWS AT STALLINGS | EXHIBIT X  
OUTDOOR CLASSROOM

NOT TO SCALE  
JANUARY 2020









VICINITY MAP

**CONTACT INFORMATION**

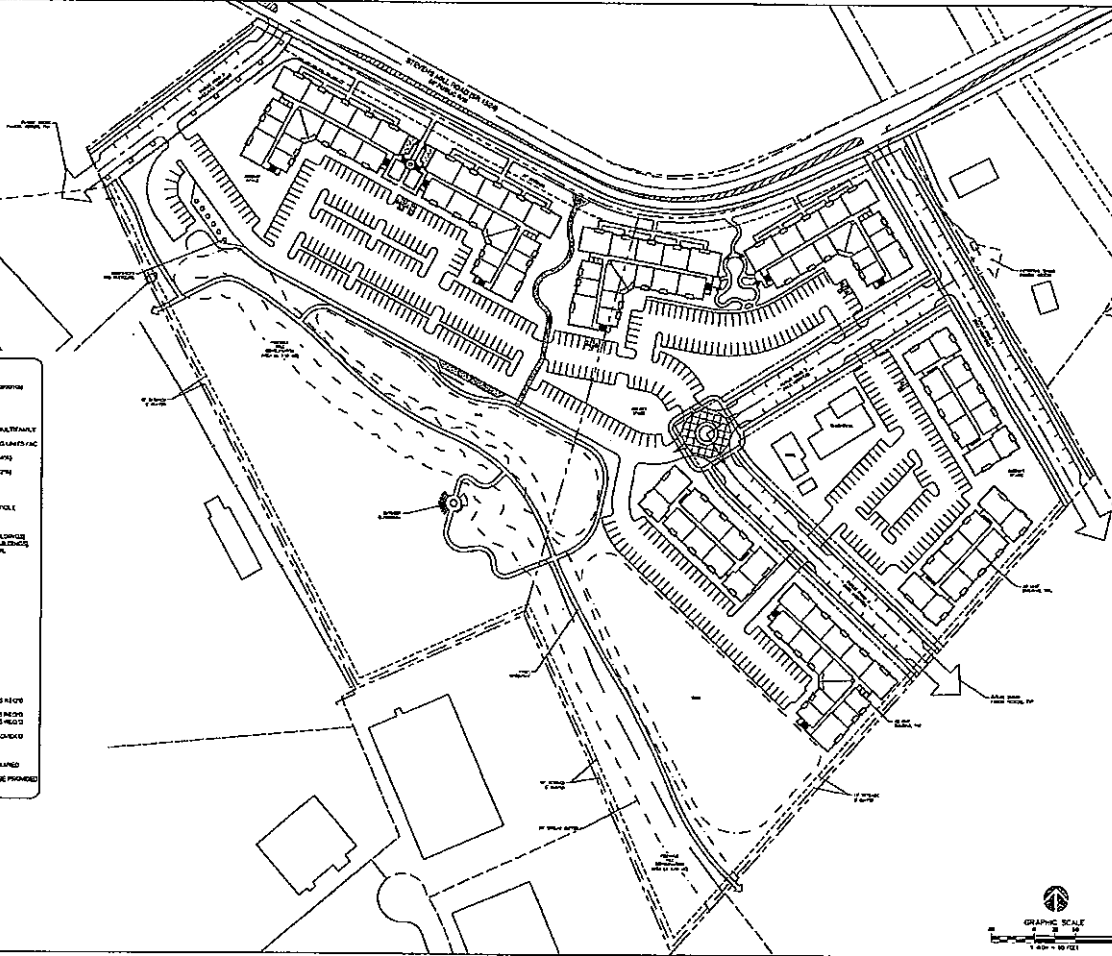
OWNER: GLENN COMMUNITIES  
 CONTACT: DAVID SANDHURST  
 ADDRESS: 5700 CALDWAY ROAD NW  
 CHARLOTTE, NC 28219  
 PHONE: 704.734.7400  
 OWNER: GUYER/STONER/DALE/DOUG  
 5000 WILSON F.E. LAMBERTSON AVENUE  
 LARSON HEIGHTS PARK PLACE  
 CONTACT: PAUL SANDER, P.E.  
 ADDRESS: 21000 SCOTTSDALE AVENUE  
 CHARLOTTE, NC 28211  
 OWNER: P.O. BOX 1001    7000 SANDHURST  
 ENVL: PEARSON/STONER/DOUG/STONER/DALE/DOUG

**DEVELOPMENT SUMMARY**

TAX PARCEL ID #	080000111000000
TOTAL SITE AREA	70.79 AC
EXISTING ZONING	M-10
PROPOSED USE	RESIDENTIAL MULTIFAMILY
PROPOSED DENSITY	45.00 UNITS/ACROSS SITE
PLANTING AREA	118,115 SQ. FT.
OPEN SPACE	118,115 SQ. FT.
THESE CONSERVATION AREAS	118,115 SQ. FT.
REQUIRED	118,115 SQ. FT.
PROVIDED	118,115 SQ. FT.
UNITS	32 UNIT BUILDINGS
25 UNIT BUILDINGS	25 UNIT BUILDINGS
TOTAL UNITS	57 UNITS
UNITS BY BEDROOMS	100
1 BR UNITS	100
2 BR UNITS	100
3 BR UNITS	100
BUILDING HEIGHT	47' MAX
PROPOSED DISTANCE TO ADJACENT SITE BOUNDARY	YES
STREET FRONTAGE REQUIRED	YES
SETBACKS	15'
FRONT	15'
REAR	15'
PARKING	800 SPACES
REQUIRED	800 SPACES
BY UNIT MINIMUM SIZE	15 SPACES PER 10 UNITS
15 SPACES	15 SPACES PER 10 UNITS
TOTAL	800 SPACES PER 10 UNITS
PROVIDED	800 SPACES PER 10 UNITS
BIODIVERSITY	10 SPACES PER 10 UNITS
REQUIRED	10 SPACES PER 10 UNITS
PROVIDED	10 SPACES PER 10 UNITS

**CONSTRUCTION SCHEDULE & POTENTIAL PHASING**

CONSTRUCTION TO BEGIN JANUARY 2025  
 UP TO 3 PHASES



**URBAN DESIGN PARTNERS**  
 1000 WILSON F.E. LAMBERTSON AVENUE  
 LARSON HEIGHTS PARK PLACE  
 CHARLOTTE, NC 28211  
 PHONE: 704.734.7400  
 WWW.URBANDSIGNPARTNERS.COM

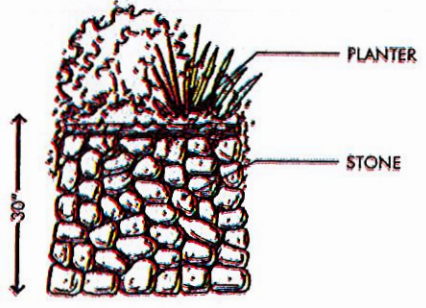
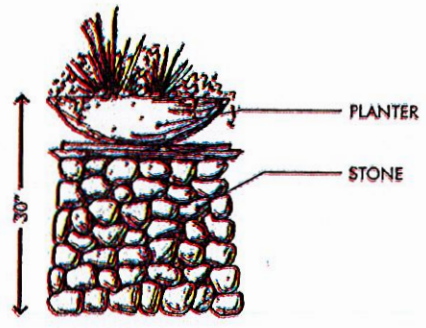
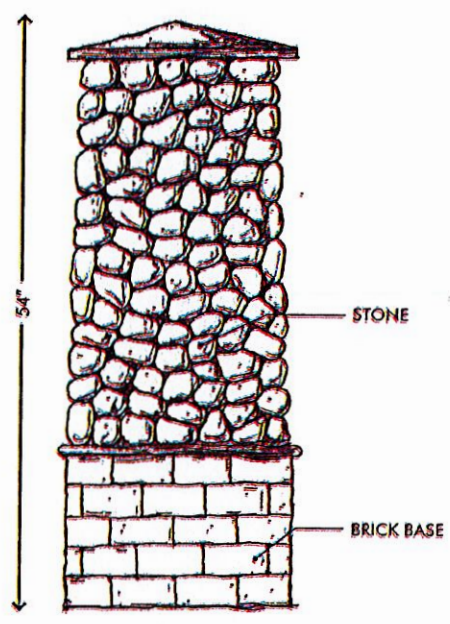
Gateway Communities  
 1000 WILSON F.E. LAMBERTSON AVENUE  
 LARSON HEIGHTS PARK PLACE  
 CHARLOTTE, NC 28211

**Willows at Stallings**  
 Site Plan  
 Charlotte, NC

Project No: 19-019  
 Date: 04/28/2019  
 Designed by: UGP  
 Drawn by: UGP  
 Sheet No:  
 SP-1.0

GRAPHIC SCALE  
 1" = 40' = 80 FEET

DRAFT

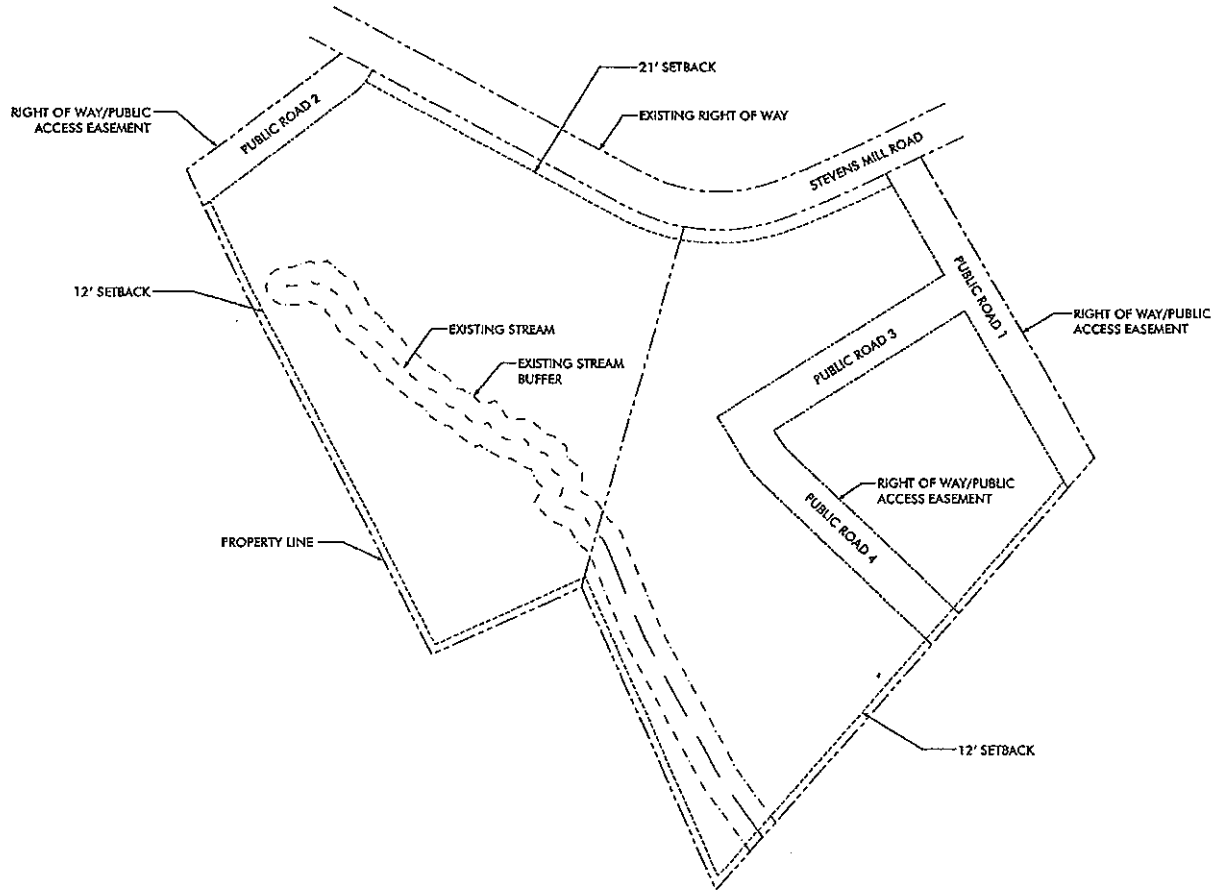


WILLOWS AT STALLINGS | EXHIBIT X  
MONUMENTATION

NOT TO SCALE  
JANUARY 2020



DRAFT



# WILLOCKS AT STALLINGS | EXHIBIT X

# THE WILLOWS AT STALLINGS

GATEWAY COMMUNITIES NC, LLC  
 8700 WILLOW ROAD  
 STALLINGS, NORTH CAROLINA

## PROJECT TEAM

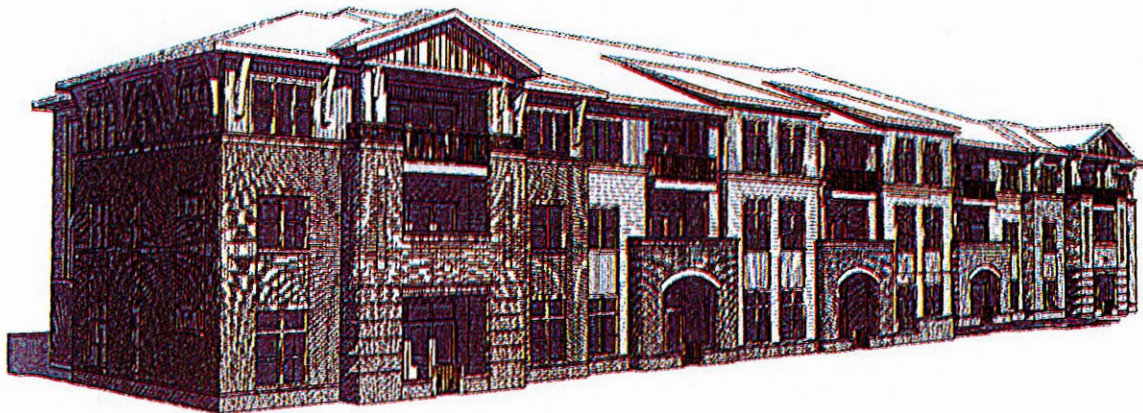
## ISSUE DATE / REVISIONS



ROLE	NAME	ROLE	NAME	ROLE	NAME
ARCHITECT	DAVID J. WILSON, AIA DAVID J. WILSON ARCHITECTS 1000 W. MAIN STREET, SUITE 100 RALEIGH, NC 27601 919.999.1000	ARCHITECT	KEVIN J. BROWN KEVIN J. BROWN ARCHITECTS 1000 W. MAIN STREET, SUITE 100 RALEIGH, NC 27601 919.999.1000	ARCHITECT	KEVIN J. BROWN KEVIN J. BROWN ARCHITECTS 1000 W. MAIN STREET, SUITE 100 RALEIGH, NC 27601 919.999.1000
ARCHITECT	KEVIN J. BROWN KEVIN J. BROWN ARCHITECTS 1000 W. MAIN STREET, SUITE 100 RALEIGH, NC 27601 919.999.1000	ARCHITECT	KEVIN J. BROWN KEVIN J. BROWN ARCHITECTS 1000 W. MAIN STREET, SUITE 100 RALEIGH, NC 27601 919.999.1000	ARCHITECT	KEVIN J. BROWN KEVIN J. BROWN ARCHITECTS 1000 W. MAIN STREET, SUITE 100 RALEIGH, NC 27601 919.999.1000
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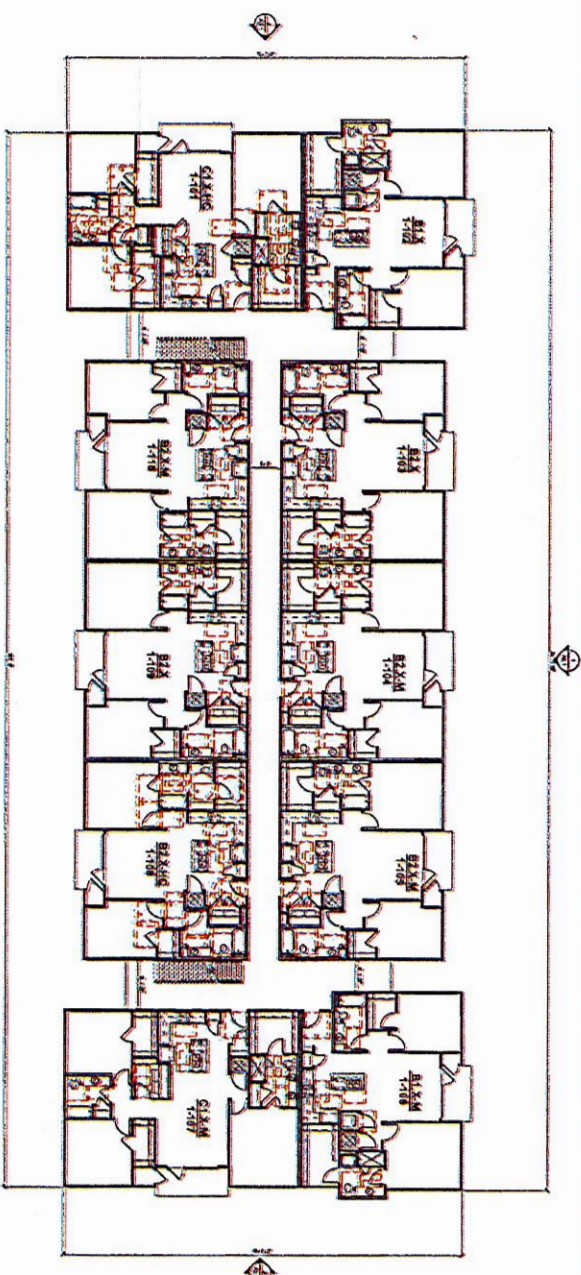
ISSUE DATE	REVISIONS
01-10-20	ISSUE DATE / REVISIONS

## DESIGN DEVELOPMENT CHECK SET (01-10-20)









107 11/15/2017 11:00 AM

REVISIONS FOR 10-20-2017



- BUILDING PLAN NOTES**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  2. ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.
  3. ALL FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
  4. ALL CEILING ARE 8" GYPSUM BOARD UNLESS OTHERWISE NOTED.
  5. ALL ROOF ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
  6. ALL EXTERIOR WALLS ARE 16" CMU UNLESS OTHERWISE NOTED.
  7. ALL EXTERIOR ROOF ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
  8. ALL EXTERIOR FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
  9. ALL EXTERIOR WALLS ARE 16" CMU UNLESS OTHERWISE NOTED.
  10. ALL EXTERIOR ROOF ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
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  17. ALL EXTERIOR FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
  18. ALL EXTERIOR WALLS ARE 16" CMU UNLESS OTHERWISE NOTED.
  19. ALL EXTERIOR ROOF ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.
  20. ALL EXTERIOR FLOORS ARE 4" CONCRETE ON 2" GYPSUM BOARD UNLESS OTHERWISE NOTED.

A2.0

**THE WILLOWS AT STALLINGS**  
 GATEWAY COMMUNITIES NC, LLC  
 SEVERE HILL ROAD,  
 STALLINGS, NORTH CAROLINA

AXON  
 11/15/2017 11:00 AM  
 107 11/15/2017 11:00 AM





NOT FOR CONSTRUCTION

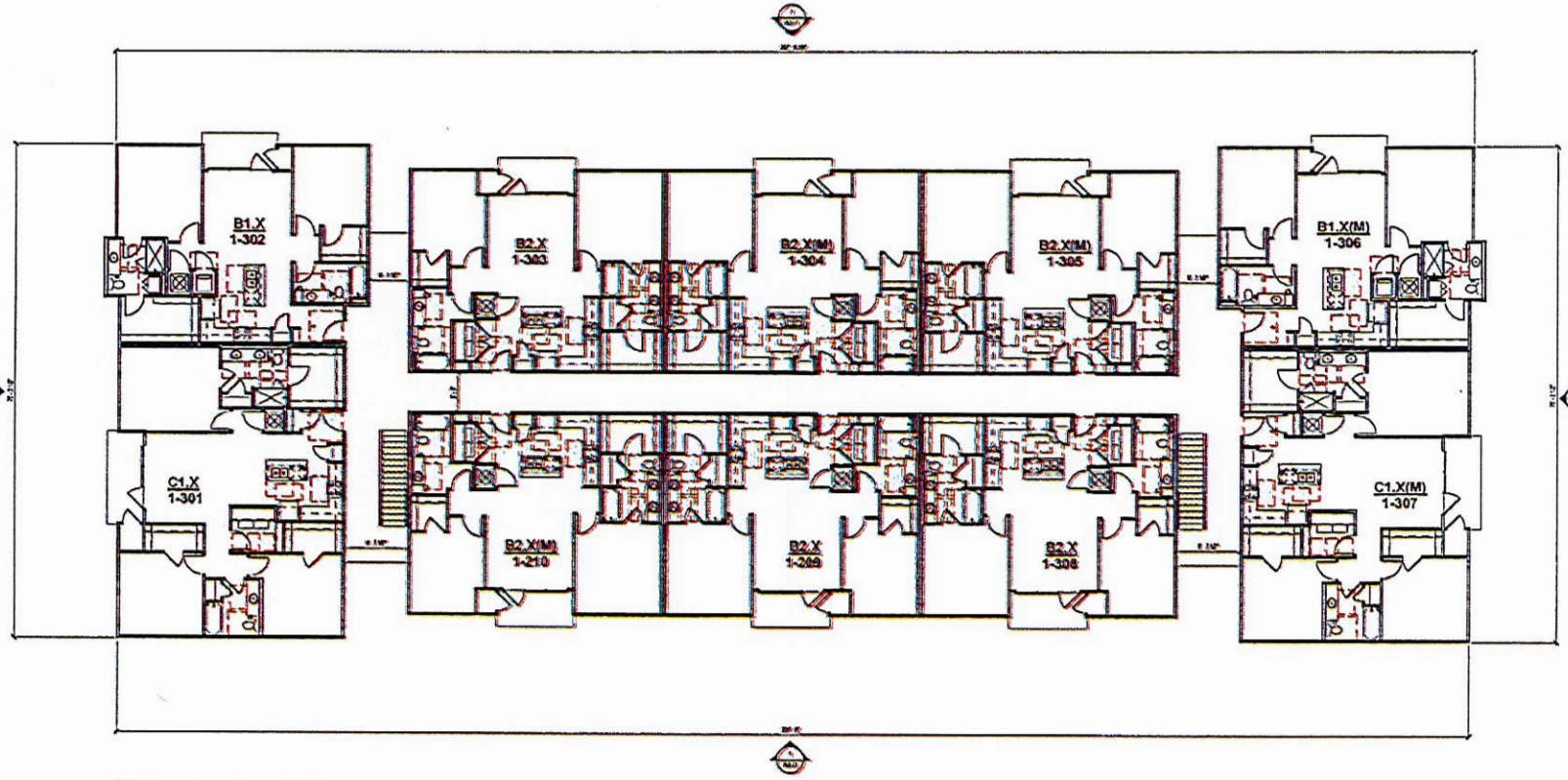
**THE WILLOWS AT STALLINGS**  
 GATEWAY COMMUNITIES NC, LLC  
 STEVENS HILL ROAD  
 STALLINGS, NORTH CAROLINA

PROJECT A-2505

BLD TYPE I, LEVEL 3  
 FLOOR PLAN

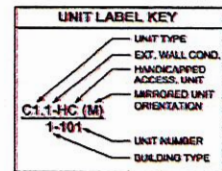
01/10/20

A2.2



1 BUILDING TYPE I, LEVEL 3 FLOOR PLAN  
 02 11/17 14.0000

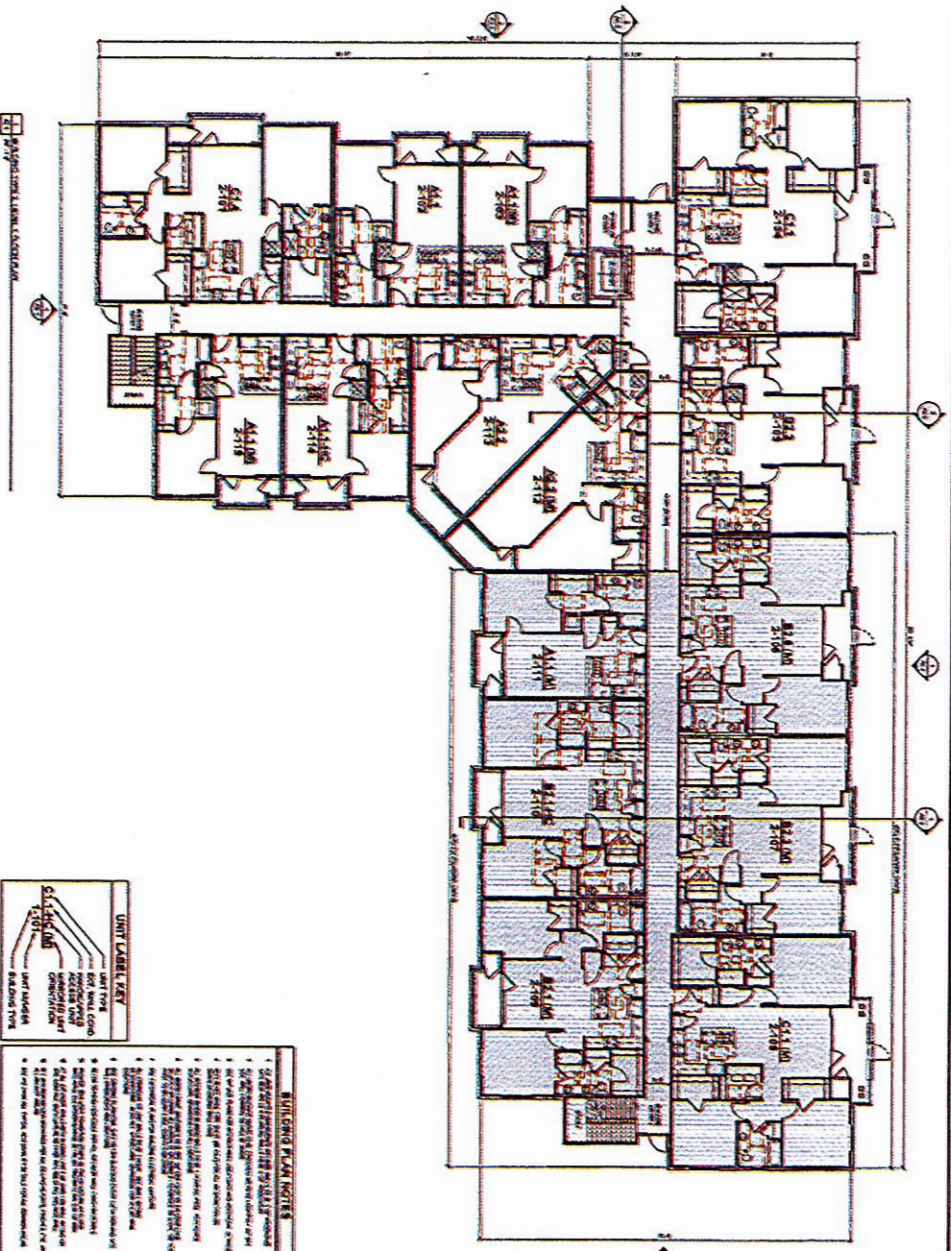
*IN PROGRESS FOR 1-21-20 SET*



- BUILDING PLAN NOTES**
- 1 ALL UNDESIGNATED DIMENSIONED INTERIOR WALLS TO BE 3/4" WOOD STUD EXTERIOR WALLS & PARTITION WALLS TO BE 1/2" WOOD STUD
  - 2 ALL UNDESIGNATED DOORS TO BE EXTENDED ON TO BE LOCATED 4" OUT OF SET WALL FINISH TO FACE OF DOOR
  - 3 SEE UNIT PLAN FOR INTERIOR WALL LOCATIONS AND ADDITIONAL DETAILS
  - 4 REFERENCE WALL TYPE B1-ET (A,B,B,B) FOR ALL INFORMATION ON CORRESPONDING WALL TAGS
  - 5 ALL INTERIOR WOOD FLOORING WALLS TO BE 1 HOUR EX. FLOOR. SET FINISH DIMENSIONS, DIMENSIONS FOR ALL LOCATIONS
  - 6 ALL WOOD-FRAME BALCONIES TO BE ONE (1) PER FOOT TO MIN. CONFIGURE SCUFFING OR DOWN AS CONCRETE BALCONIES. FINISH WALLS TO SLOPE 1/4" PER FOOT TOWARD EXTERIOR, SCUFFING DOWN
  - 7 SEE ELECTRICAL PLANS FOR BUILDING ELECTRICAL LAYOUTS
  - 8 ALL COMMON TO UNIT WALLS TO BE 1/2" GYPSUM. SEE WALL FINISH SCHEDULES - ALSO RE: STRUCTURAL, DIMENSIONS FOR 3/4" INT. WALL LOCATIONS
  - 9 SET FINISH SCHEDULES: SCHEDULE FOR FINISHING UNIT ELEVATION AND SPEC WALL DIMENSIONS AND LOCATIONS
  - 10 REFER TO FINISH SCHEDULE FOR ALL INTERIOR WALL FINISH MATERIALS
  - 11 PROVIDE SCHEDULE TRANSITION STRIPS BETWEEN INTERIOR AND FLOOR MATERIALS. ELEVATION CHANGE BETWEEN TWO MATERIALS IS 1/2" MAX.
  - 12 AT ALL EXTERIOR WALLS WITH SECOND LAYER OF CHASE OR WALL FINISH OR SEC. CONCRETE, INSTALL HERE TO FACE INTERIOR CHASE OR FINISH WALL
  - 13 SEE ARCHITECTURE DRAWINGS FOR ALL COLLECTOR HEADS, FINISH E, ETC. AT ALL UNITS AND AREAS
  - 14 SEE AIR 2 FOR ALL TYPICAL ACCESSIBILITY DETAILS FOR ALL COMMON AREAS







**BUILDING FEATURES**

1. ALL UNITS ARE TO BE BUILT TO THE FOLLOWING SPECIFICATIONS.
2. THE BUILDING SHALL BE CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS.
3. ALL UNITS SHALL BE BUILT TO THE FOLLOWING SPECIFICATIONS.
4. THE BUILDING SHALL BE CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS.
5. ALL UNITS SHALL BE BUILT TO THE FOLLOWING SPECIFICATIONS.
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11. ALL UNITS SHALL BE BUILT TO THE FOLLOWING SPECIFICATIONS.
12. THE BUILDING SHALL BE CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS.

**UNIT LABEL KEY**

UNIT LABEL KEY  
 UNIT TYPE  
 UNIT SIZE  
 UNIT NUMBER  
 UNIT TYPE

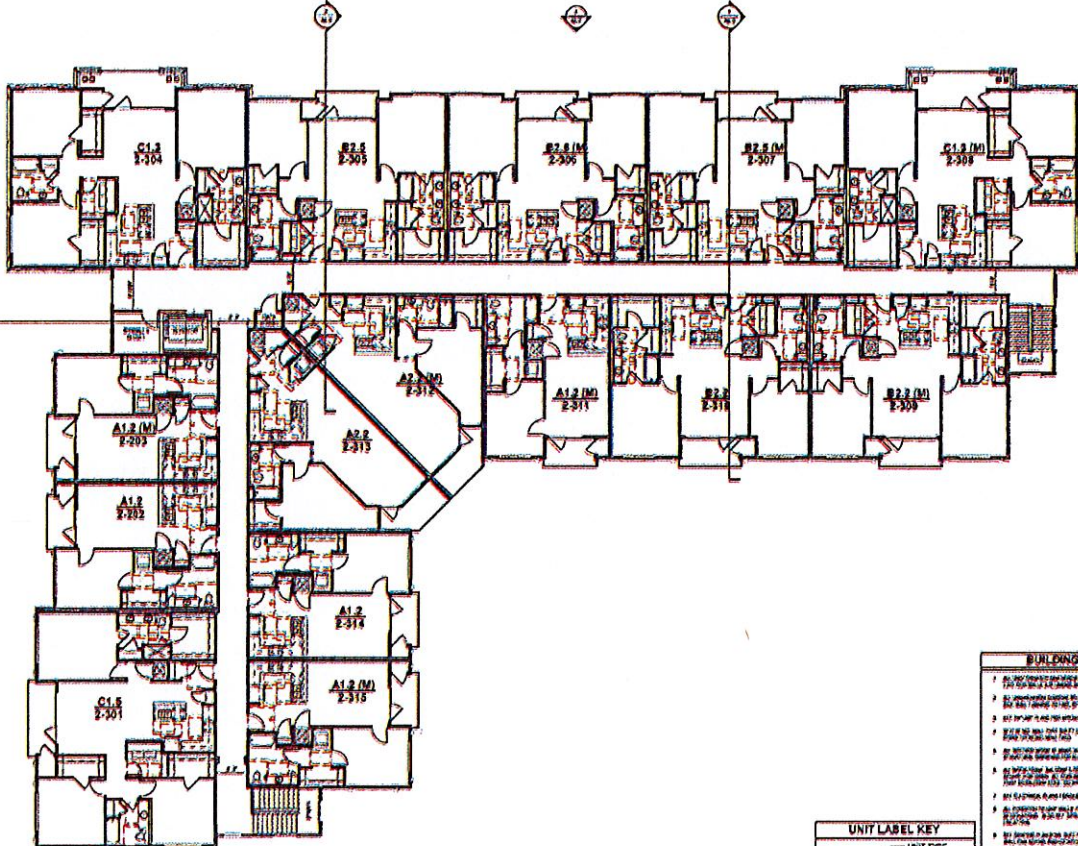
A2.4

**THE WILLOWS AT STALLINGS**  
 GARDENWAY COMMUNITIES INC. LLC  
 STEVENS HILL ROAD  
 STALLINGS, NORTH CAROLINA

**AXON**  
 ARCHITECTURE  
 1000 W. HARRIS STREET  
 RALEIGH, NC 27601  
 TEL: 919.871.1111  
 WWW.AXONARCHITECTURE.COM







1 BUILDING TYPE 2 LEVEL 2 FLOOR PLAN  
021 1/11/11

**UNIT LABEL KEY**

—	UNIT TYPE
—	EXT. WALL END
—	HANDICAPPED ACCESS UNIT
—	MARKED UNIT ORIENTATION
—	UNIT NUMBER
—	BUILDING TYPE

C1.1 (M) 1-101

- BUILDING PLAN NOTES**
1. ALL UNIT TYPES ARE TO BE PROVIDED WITH A MINIMUM OF ONE (1) HANDICAPPED ACCESS UNIT PER UNIT TYPE AND BUILDING TYPE.
  2. ALL UNIT TYPES ARE TO BE PROVIDED WITH A MINIMUM OF ONE (1) MARKED UNIT ORIENTATION PER UNIT TYPE AND BUILDING TYPE.
  3. ALL UNIT TYPES ARE TO BE PROVIDED WITH A MINIMUM OF ONE (1) HANDICAPPED ACCESS UNIT PER UNIT TYPE AND BUILDING TYPE.
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  10. ALL UNIT TYPES ARE TO BE PROVIDED WITH A MINIMUM OF ONE (1) MARKED UNIT ORIENTATION PER UNIT TYPE AND BUILDING TYPE.



**THE WILLOWS AT STALLINGS**  
INTERIOR ARCHITECTURE  
SPRINGFIELD, MASSACHUSETTS

LEVEL 2  
B18 TYPE 2 LEVEL 3  
FLOOR PLAN

A2.6



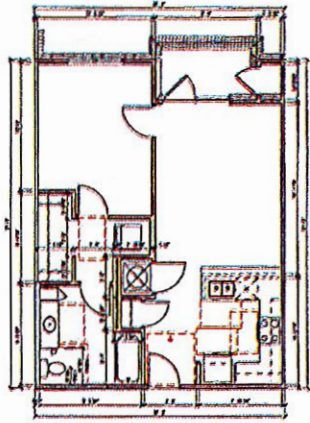
FLOOR PLAN LEGEND	
1	ALL WALLS UNLESS OTHERWISE NOTED TO BE CONCRETE
2	DOORS AND WINDOWS
3	CEILING
4	FLOOR FINISHES
5	STAIRS
6	ELECTRICAL SYMBOLS
7	MECHANICAL SYMBOLS
8	PLUMBING SYMBOLS
9	FINISHES
10	CONCRETE
11	GLASS
12	WOOD
13	PAINT
14	ROOF
15	FOUNDATION
16	MECHANICAL
17	ELECTRICAL
18	PLUMBING
19	FINISHES
20	CONCRETE
21	GLASS
22	WOOD
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24	ROOF
25	FOUNDATION
26	MECHANICAL
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28	PLUMBING
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37	ELECTRICAL
38	PLUMBING
39	FINISHES
40	CONCRETE
41	GLASS
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43	PAINT
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45	FOUNDATION
46	MECHANICAL
47	ELECTRICAL
48	PLUMBING
49	FINISHES
50	CONCRETE
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60	CONCRETE
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89	FINISHES
90	CONCRETE
91	GLASS
92	WOOD
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96	MECHANICAL
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98	PLUMBING
99	FINISHES
100	CONCRETE

FLOOR PLAN NOTES	
1.	ALL WALLS UNLESS OTHERWISE NOTED TO BE CONCRETE
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95.	FOUNDATION
96.	MECHANICAL
97.	ELECTRICAL
98.	PLUMBING
99.	FINISHES
100.	CONCRETE

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 M

ALL DIMENSIONS IN FEET AND INCHES  
 UNLESS OTHERWISE NOTED  
 SEE SPECIFICATIONS FOR MATERIALS  
 AND FINISHES

THIS IS A PRELIMINARY WATER MAIN PLAN  
 FOR THE PROPOSED BUILDING. THE EXISTING WATER MAINS  
 ARE SHOWN FOR REFERENCE TO THE FIELD ENGINEER.  
 SEE THE FIELD ENGINEER FOR DETAILS.



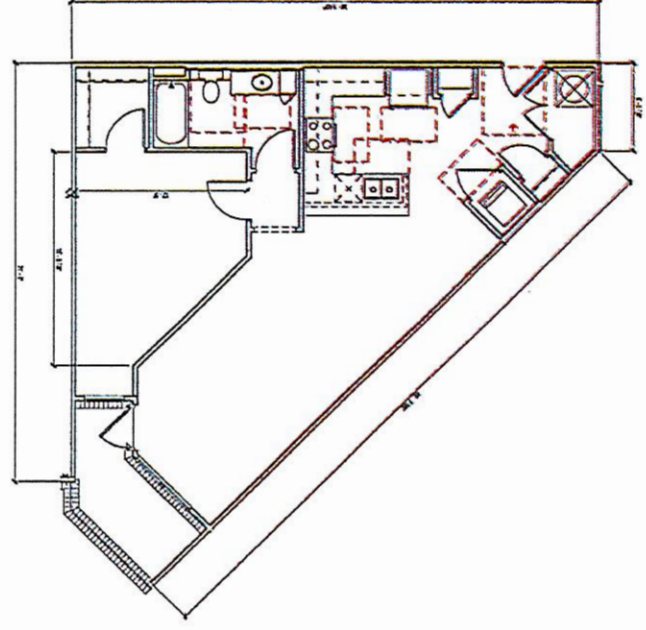
PRELIMINARY WATER MAIN PLAN  
 1/2" = 1'-0"

THE WILLOWS AT STALLINGS  
 ARCHITECTURAL FIRM, INC.  
 1000 WILLOW DRIVE  
 STALLINGS, GEORGIA 30288

SHEET NO. 1  
 OF 10 PLANS  
 INTERIOR  
 ELEVATIONS

A4.0





PROJECT: 2015  
 UNIT A2 PLANS &  
 INTERIOR  
 ELEVATIONS  
 10/16/15

THE WILLOWS AT STALLINGS  
 GATEWAY COMMUNITIES NO. LLC  
 STALLINGS, NORTH CAROLINA

NOT TO CONSTRUCTION

- FLOOR PLAN NOTES**
1. ALL UNFINISHED SURFACES SHALL BE TO FINISH PER 2012 IBC.
  2. ALL UNFINISHED SURFACES SHALL BE TO FINISH PER 2012 IBC.
  3. INTERIOR FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
  4. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  5. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  6. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  7. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  8. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  9. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  10. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  11. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  12. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  13. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  14. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.
  15. ALL FINISHES SHALL BE TO FINISH PER 2012 IBC.

**FLOOR PLAN LEGEND**

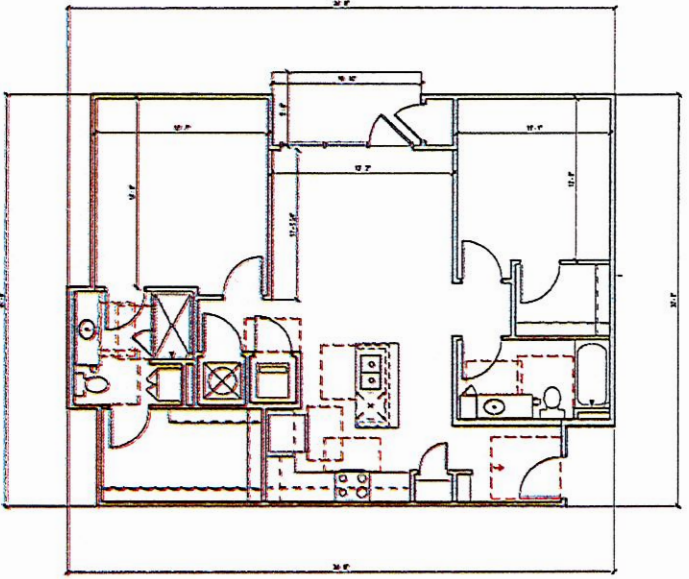
1	1/4" = 1'-0" (1/2" = 1'-0")
2	1/8" = 1'-0" (1/4" = 1'-0")
3	1/16" = 1'-0" (1/8" = 1'-0")
4	1/32" = 1'-0" (1/16" = 1'-0")
5	1/64" = 1'-0" (1/32" = 1'-0")
6	1/128" = 1'-0" (1/64" = 1'-0")
7	1/256" = 1'-0" (1/128" = 1'-0")
8	1/512" = 1'-0" (1/256" = 1'-0")
9	1/1024" = 1'-0" (1/512" = 1'-0")
10	1/2048" = 1'-0" (1/1024" = 1'-0")
11	1/4096" = 1'-0" (1/2048" = 1'-0")
12	1/8192" = 1'-0" (1/4096" = 1'-0")
13	1/16384" = 1'-0" (1/8192" = 1'-0")
14	1/32768" = 1'-0" (1/16384" = 1'-0")
15	1/65536" = 1'-0" (1/32768" = 1'-0")
16	1/131072" = 1'-0" (1/65536" = 1'-0")
17	1/262144" = 1'-0" (1/131072" = 1'-0")
18	1/524288" = 1'-0" (1/262144" = 1'-0")
19	1/1048576" = 1'-0" (1/524288" = 1'-0")
20	1/2097152" = 1'-0" (1/1048576" = 1'-0")
21	1/4194304" = 1'-0" (1/2097152" = 1'-0")
22	1/8388608" = 1'-0" (1/4194304" = 1'-0")
23	1/16777216" = 1'-0" (1/8388608" = 1'-0")
24	1/33554432" = 1'-0" (1/16777216" = 1'-0")
25	1/67108864" = 1'-0" (1/33554432" = 1'-0")
26	1/134217728" = 1'-0" (1/67108864" = 1'-0")
27	1/268435456" = 1'-0" (1/134217728" = 1'-0")
28	1/536870912" = 1'-0" (1/268435456" = 1'-0")
29	1/1073741824" = 1'-0" (1/536870912" = 1'-0")
30	1/2147483648" = 1'-0" (1/1073741824" = 1'-0")
31	1/4294967296" = 1'-0" (1/2147483648" = 1'-0")
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33	1/17179869184" = 1'-0" (1/8589934592" = 1'-0")
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35	1/68719476736" = 1'-0" (1/34359738368" = 1'-0")
36	1/137438953472" = 1'-0" (1/68719476736" = 1'-0")
37	1/274877906944" = 1'-0" (1/137438953472" = 1'-0")
38	1/549755813888" = 1'-0" (1/274877906944" = 1'-0")
39	1/1099511627776" = 1'-0" (1/549755813888" = 1'-0")
40	1/2199023255552" = 1'-0" (1/1099511627776" = 1'-0")
41	1/4398046511104" = 1'-0" (1/2199023255552" = 1'-0")
42	1/8796093022208" = 1'-0" (1/4398046511104" = 1'-0")
43	1/17592186444416" = 1'-0" (1/8796093022208" = 1'-0")
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45	1/70368745777664" = 1'-0" (1/35184372888832" = 1'-0")
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48	1/562949966221312" = 1'-0" (1/281474983110656" = 1'-0")
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91	1/4951760377871203815858896896" = 1'-0" (1/2475880188935601907929448448" = 1'-0")
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94	1/39614083022969630526871175168" = 1'-0" (1/19807041511484815263435587584" = 1'-0")
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FLOOR PLAN LEGEND	
WALL	3/4" MIN. AND 2" MAX. THICKNESS UNLESS NOTED OTHERWISE (SEE SECTION 05100 FOR FINISHES)
TR	TRIM (SEE SCHEDULE FOR FINISHES)
DR	DOOR (SEE SCHEDULE FOR FINISHES)
W	WINDOW (SEE SCHEDULE FOR FINISHES)
CB	CORNER BRACKET (SEE SECTION 05100 FOR FINISHES)
ST	1/2" x 3/4" TYPICAL STAIR STRINGER
TO	TOILET (SEE SCHEDULE FOR FINISHES)
DB	DOUBLE DOOR
SW	SHOULDER (SEE SECTION 05100 FOR FINISHES)
AD	ADJUSTABLE DOOR (SEE SECTION 05100 FOR FINISHES)
AD	ADJUSTABLE DOOR (SEE SECTION 05100 FOR FINISHES)

- FLOOR PLAN NOTES**
- ALL UNDESIGNATED DIMENSIONED WALLS TO BE 3/4" WOOD STUD
  - ALL UNDESIGNATED DOORS TO BE CEILING OR TO BE LOCATED 4" OFF SOLE WALL FINISH TO FACE OF DOOR
  - REFER TO BUILDING PLANS AS X - AS X FOR WALL TYPE DESIGNATIONS
  - ALL PLUMBING SHALL BE FROM FINISH TO FINISH UNLESS NOTED OTHERWISE
  - SEE ELECTRICAL SCHEDULE & METER PLAN FOR UNIT ELECTRICAL LAYOUTS, & ALSO CONTACT THE LOCAL CODES BY THE ARCHITECT
  - SEE BUILDING PLANS FOR TYP. WINDOW & EXTERIOR DOOR LOCATIONS
  - SHOULDER AREAS INDICATE FINISH FROM CEILING LOCATIONS SEE MECHANICAL DRAWINGS FOR EXHAUST LOCATIONS IN THESE AREAS
  - SEE SCHEDULE FOR TYPICAL CHAIR BAR BIDDING DETAILS (REQUIRED IN ALL UNIT BATHROOMS)
  - SEE SCHEDULE FOR TYPICAL ACCESSIBILITY DETAILS
  - ALL UNDESIGNATED PROVIDE THE FOLLOWING:
    - MONITOR, RESISTANT LEVEL, FULL HEIGHT AT VANITY WALL AND ALL TUB / SHOWER SURFACES WALLS
    - CEILING SHALL BE 1/2" BACKER FOR EQUAL HEAD ALL TUB / SHOWER IN TILE AREAS
    - PAINT FOR ALL WALLS & CEILING SHALL BE ANTI-MOULDUR, AND WATER RESISTANT
  - TRIM TO BE CUT AT DOOR JAMB AS REQUIRED
  - CLEANINGS OF THEM ALL OPENING BASES, CHAIRS, TOPS, AND HANDS ON WALLS AND BATHROOMS SHALL BE 1/2" FINISH OVER UNFINISH
  - REFER TO FINISH SCHEDULE FOR ALL FINISH INFORMATION & ACCESSORY SPECIFICATIONS



1. UNIT B1, 1. FLOOR PLAN  
DATE: 08/10/21

INTERIOR CONSTRUCTION

THE WILLOWS AT STALLINGS  
GATEWAY COMMUNITIES NC, LLC  
2500 WILLOW ROAD  
STALLINGS, NORTH CAROLINA

PROJECT A-505

UNIT B1 PLANS &  
INTERIOR  
ELEVATIONS

08/10/21

A4.2







ASLO

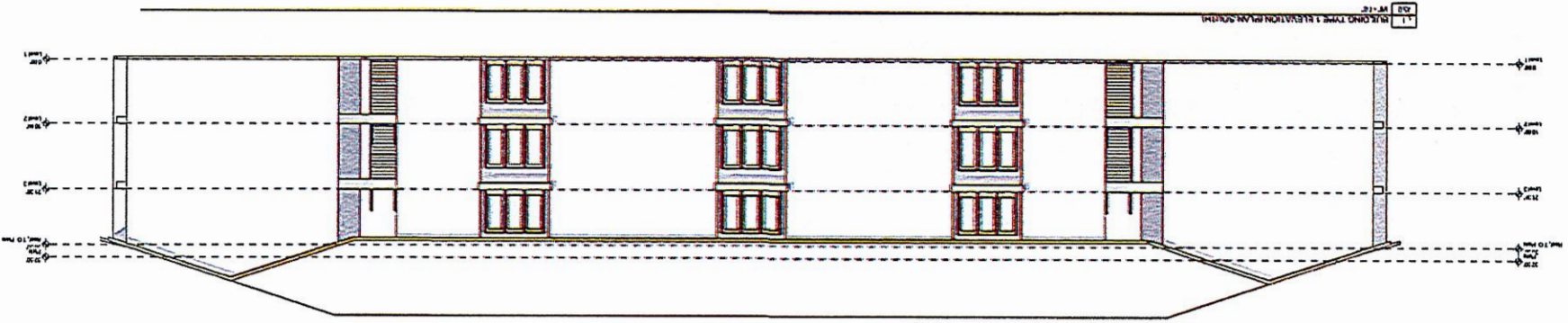
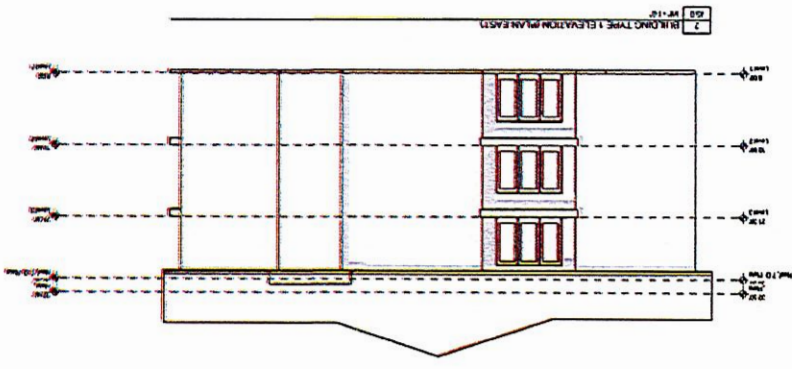
12/27/20

BUILDING TYPE 1  
ELEVATIONS SOUTH  
B EAST

PROJECT # 2019

- EXTERIOR NOTES**
1. VERIFY WITH ARCHITECT/ENGINEER BEFORE CONSTRUCTION.
  2. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT/ENGINEER.
  3. VERIFY WITH ARCHITECT/ENGINEER BEFORE CONSTRUCTION.
  4. VERIFY WITH ARCHITECT/ENGINEER BEFORE CONSTRUCTION.
  5. VERIFY WITH ARCHITECT/ENGINEER BEFORE CONSTRUCTION.
  6. VERIFY WITH ARCHITECT/ENGINEER BEFORE CONSTRUCTION.
  7. VERIFY WITH ARCHITECT/ENGINEER BEFORE CONSTRUCTION.
  8. VERIFY WITH ARCHITECT/ENGINEER BEFORE CONSTRUCTION.
  9. VERIFY WITH ARCHITECT/ENGINEER BEFORE CONSTRUCTION.
  10. VERIFY WITH ARCHITECT/ENGINEER BEFORE CONSTRUCTION.

IN PROGRESS FOR 1-24-20 SET

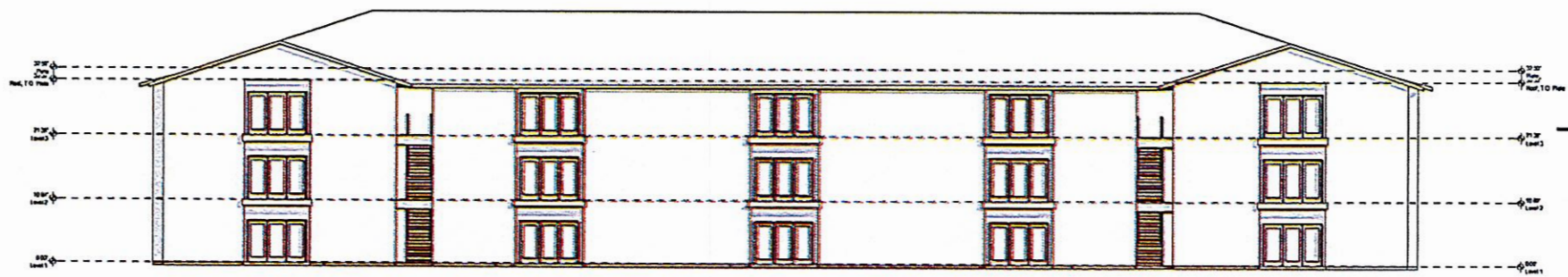


THE WILLOWS AT STALLINGS

GATEWAY COMMUNITIES NO. LLC  
STARRING HILL ROAD  
STALLINGS, NORTH CAROLINA

NOT TO SCALE

ARCHITECTURE  
23 WEST HICK STREET  
SUITE 200  
CHARLOTTE, NC 28203  
1-800-888-8888  
www.aslo.com



1 BUILDING TYPE 1 ELEVATION (PLAN NORTH)  
 A31 1/4" = 1' 0"

NOT FOR CONSTRUCTION  
**THE WILLOWS AT STALLINGS**  
 GATEWAY COMMUNITIES NC, LLC  
 STEVENS MILL ROAD  
 STALLINGS, NORTH CAROLINA

*IN PROGRESS FOR 1-21-20 SET*



7 BUILDING TYPE 1 ELEVATION (PLAN WEST)  
 A31 1/4" = 1' 0"

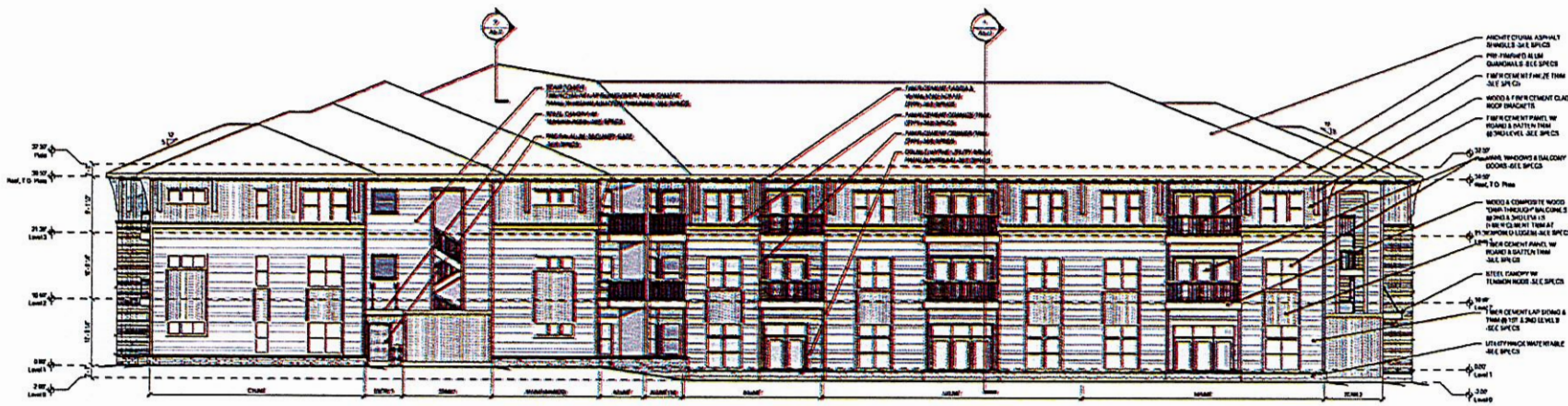
EXTERIOR NOTES	
1.	PROVIDE SELF-ADHESING MEMBRANE BETWEEN ANCHORS WHEN INSTALLED
2.	ALL PENETRATIONS INCLUDING MECH DUCTS, ELECTRICAL UNITS, WINDOW AND DOORS TO BE SEALED TO THE BACKUP WALL TO THE PRIMARY WEATHER ENVELOPE
3.	PROVIDE METAL FLASHING AT ALL HORIZONTAL TRANSITIONS AND 2" OF SEALANT JOINTS AT ALL VERTICAL TRANSITIONS IN WALLS
4.	PROVIDE CONTROL JOINTS IN WALLS AT MAX 30' O.C. AND WITH 18" O.C. CORNER PLATE CORNERS, JOINTS ARE LOCATED ON ELEVATIONS AT BRICK CORNERS AND CORNERS OF OPENINGS
5.	PROVIDE 1/2" SELF-ADHESING MEMBRANE OVER SHEATHING AT ALL PAIRS / OUTSIDE CORNERS
6.	INSTALL BUILDING WRAP CONTINUOUS AT WALLS PRIOR TO INSTALLATION OF EXTERIOR FINISHES
7.	SEAL TOP OF ALL FLASHING TO INSULATE SHEATH
8.	USE FASTENERS WITH PLASTIC CAPS, NO STAPLES WILL BE ALLOWED
9.	PROVIDE METALWAFER FLASHING AT TRANSITION BETWEEN WOOD FRAMED WALLS AND CMU STAFF ELEVATION WALLS
10.	ALL FINISHES SHALL BE TO BE SANITIZED AND MATCHED TO MATCH ADJACENT MATERIALS, COLOR MATCHING WILL BE PROVIDED TO MATCH ADJACENT MATERIALS
	ALL GROUND FLOOR GLAZING TO BE CLEAR GLASS - TYPICAL ALL ELEVATIONS
DB	DOWNSPOUT (SEE ROOF PLAN)
CJ	WOODEN CONTROL JOINT

PROJECT A-205  
 BLD TYPE 1  
 ELEVATIONS NORTH  
 & WEST  
 08/10/20





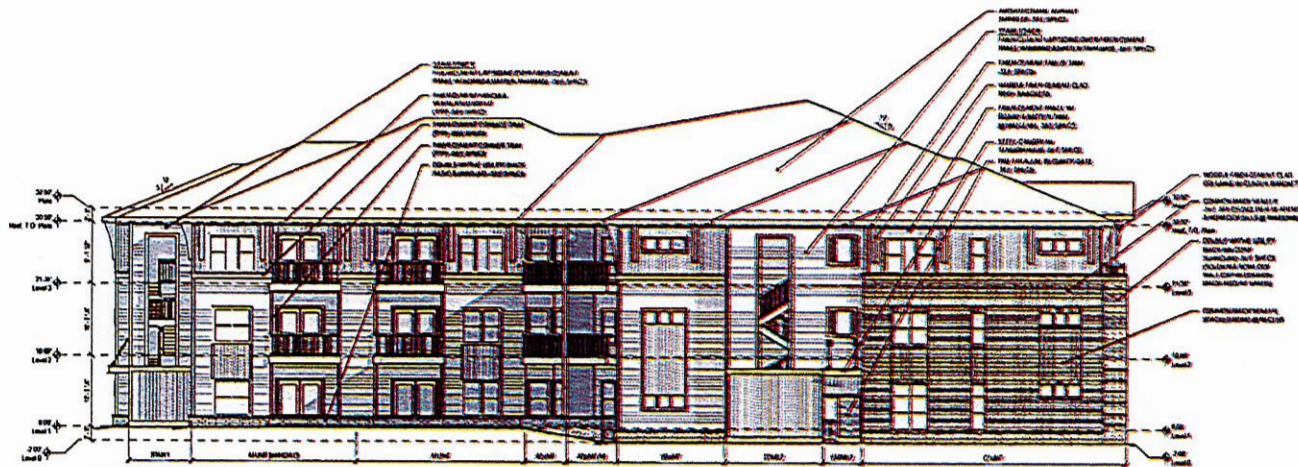




1 BUILDING TYPE 2 ELEVATION (PLAN SOUTH)  
A3.3 V1-10

INTENT FOR CONSTRUCTION

THE WILLOWS AT STALLINGS  
GATEWAY COMMUNITIES NC, LLC  
STEVENS MILL ROAD  
STALLINGS, NORTH CAROLINA



7 BUILDING TYPE 2 ELEVATION (PLAN EAST)  
A3.3 V1-10

EXTERIOR NOTES	
1	INSTALL SELF-ADHERING MEMBRANE BEHIND WOODRY AND/OR OTHER FINISHES
2	ALL PENETRATIONS INCLUDING MECHANICAL, ELECTRICAL, LIGHTS, WINDSTOPS AND OTHERS TO BE SEALED TO THE BACKUP WALL TO THE PRIMARY MOISTURE BARRIER
3	PROVIDE METAL FLASHING AT ALL WINDOW AND TRANSITION AREAS 3/8" BEARING JOINTS AT ALL TRANSITIONS BETWEEN FINISHES & MATERIALS
4	PROVIDE CORNICES, JOISTS IN BRICK VENTHS AT MAX 30" P.C. AND WITHIN 20" OF CORNER PLACE CORNICES, JOISTS AND FASCIAES ON ALL VENTHS - AT BRICK CORNERS AND CORNERS OF UPSTAIRS
5	INDICATE TO ALL JOISTS WITH SELF-MEMBRANE OVERLAPPING AT ALL JOISTS TO DRAIN EXTERIOR
6	INSTALL METAL FLASHING CONTINUOUS AT WALLS PRIOR TO INSTALLATION OF EXTERIOR FINISHES
7	SEAL TOP OF ALL FLASHING TO MOISTURE BARRIER
8	USE FASTENERS WITH PLASTIC CAPS NO STAPLES WILL BE ALLOWED
9	PROVIDE MEMBRANE IN AREAS AT TRANSITION BETWEEN WOOD FINISHED WALLS AND CONCRETE FLOOR WALLS
10	ALL FINISHES SHALL BE TO MATCH ADJACENT MATERIALS UNLESS OTHERWISE INDICATED IN FACTORY COMPANIONS
ALL EXTERIOR FLOOR GLAZING TO BE CLEAR GLASS - TYPICAL ALL ELEVATIONS	
D3	DOWNPOUR (SEE ROOF PLAN)
C1	MOISTURE CONTROL JOINT

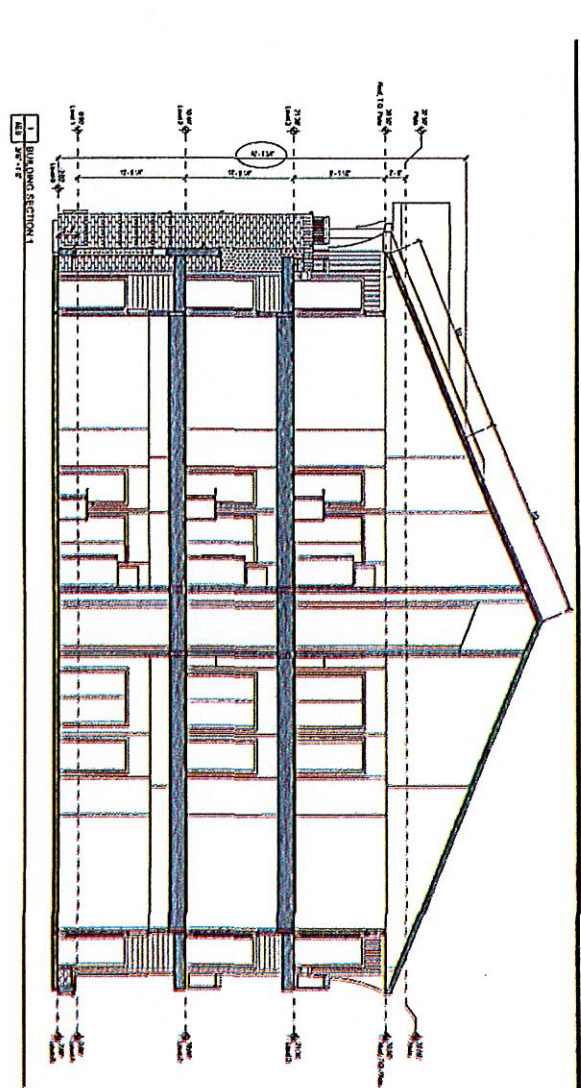
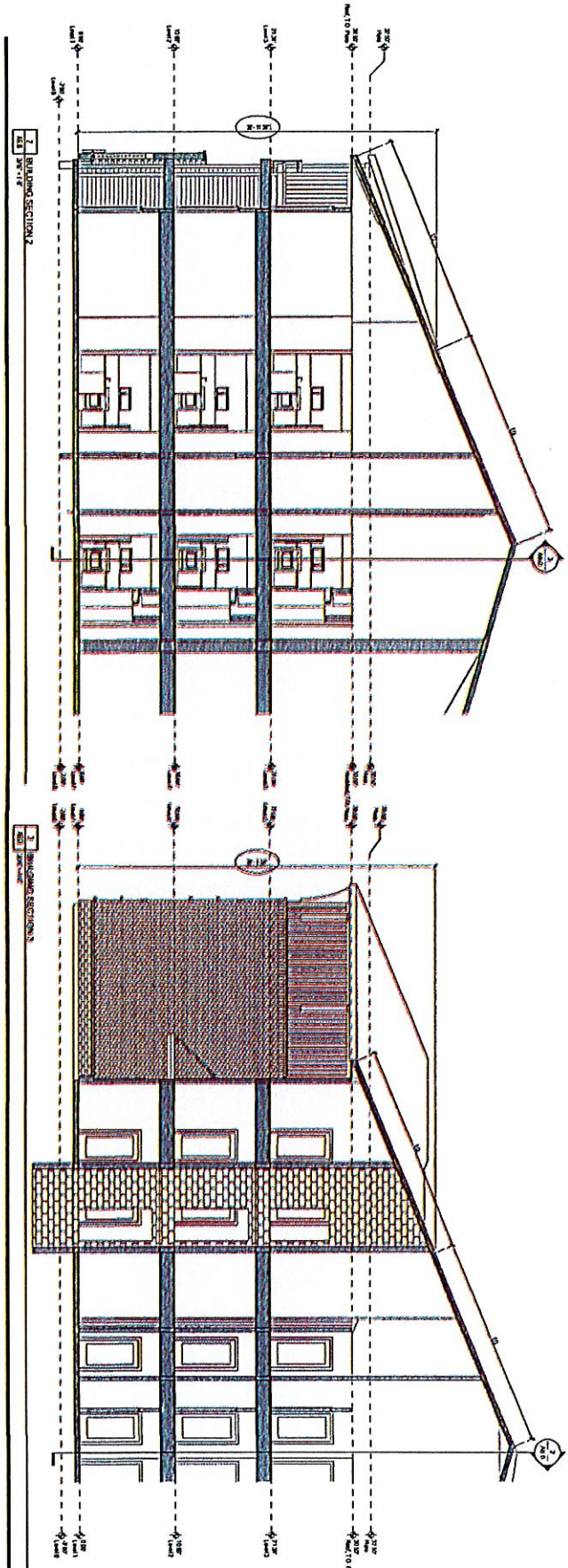
PROJ. ET A-1510

BLD TYPE 2  
ELEVATIONS SOUTH  
& EAST

01/10/20

A5.3





PROJECT NAME  
 BUILDING SECTIONS  
 BUILDING HEIGHT  
 CALLS  
 04/07/20

**THE WILLOWS AT STALLINGS**  
 GATEWAY COMMUNITIES NO, LLC  
 STEVENS MILL ROAD  
 STALLINGS, NORTH CAROLINA

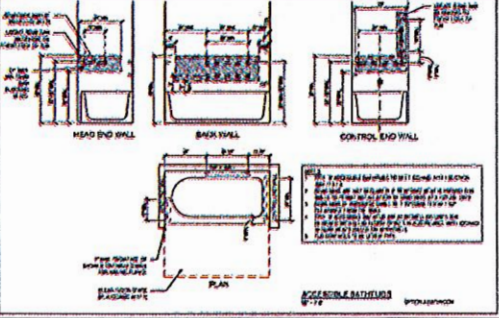
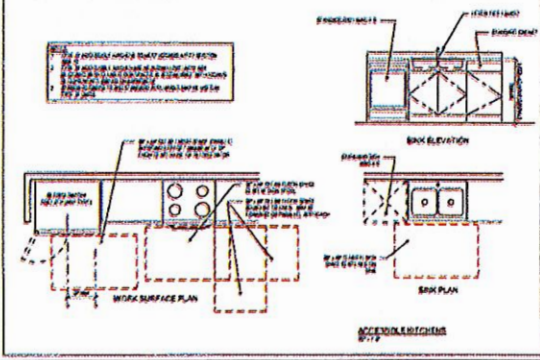
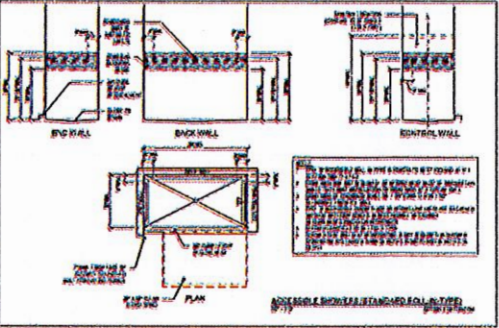
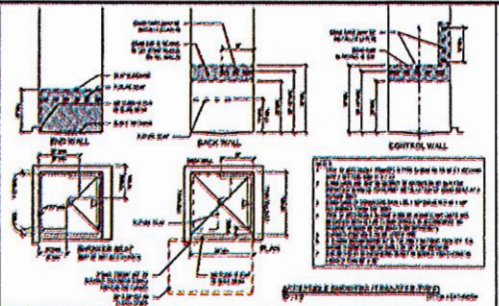
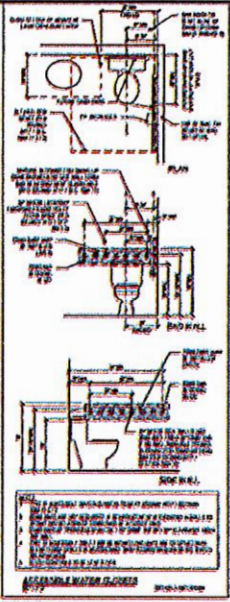
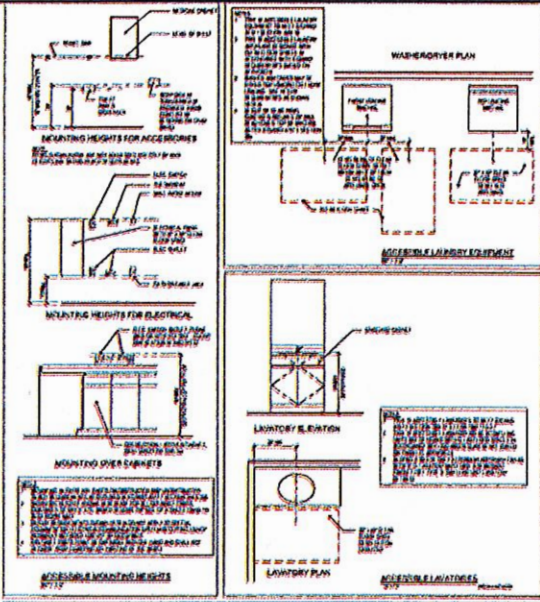
**A X O M**  
 ARCHITECTS  
 1115 EAST HANCOCK STREET  
 SUITE 100  
 CHARLOTTE, NC 28202  
 704.375.1111  
 www.axom.com

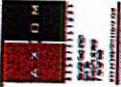
AGLD



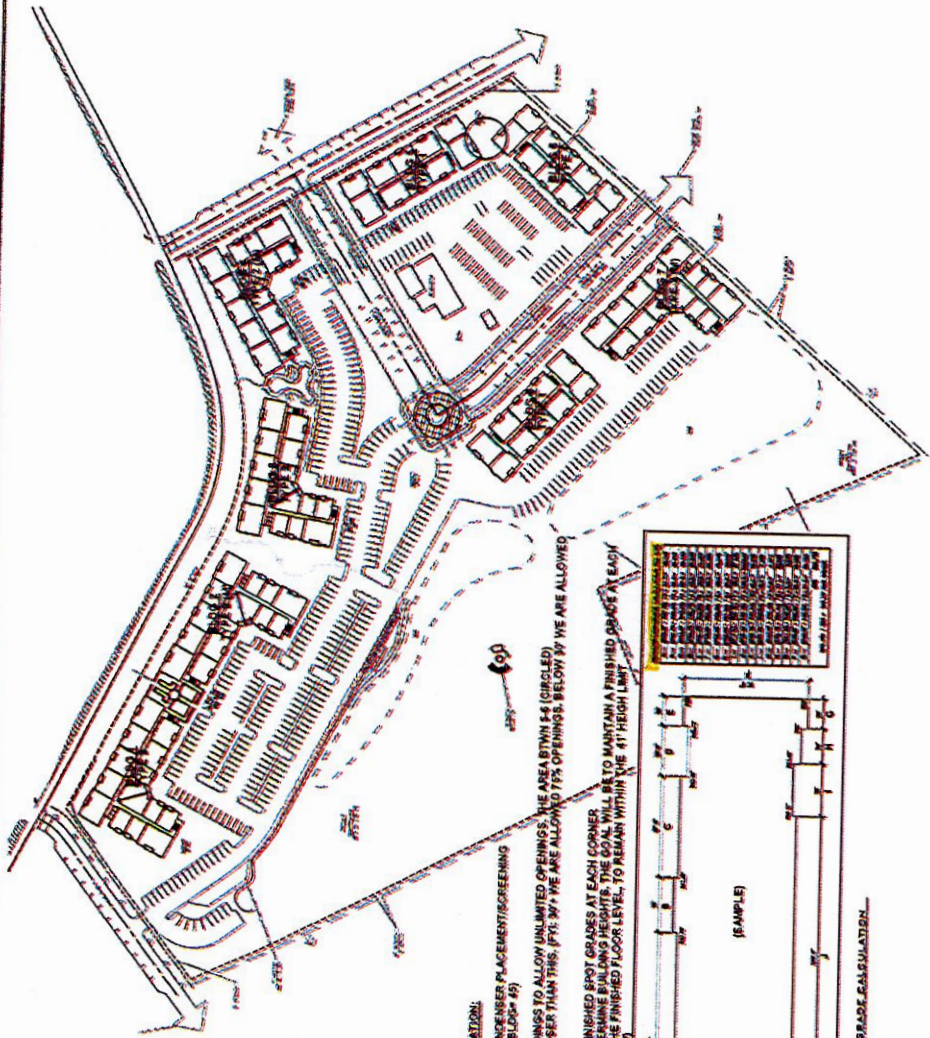




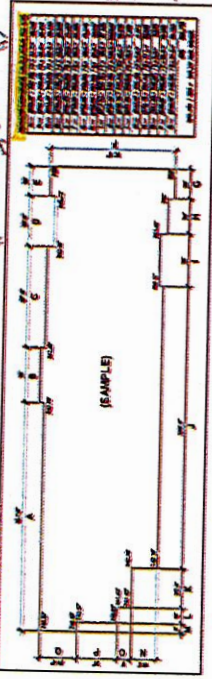




**THE WILLOWS AT STALLINGS**  
 ARCHITECTURAL PROGRAM  
 10/15/2010



**NEED UPP. INFORMATION:**  
 -ADEQUATE ROOM FOR CONDENSER PLACEMENT/SCREENING (TYPE 1 BLOC - 36", TYPE 2 BLOC - 48")  
 -WE NEED 40" BTWN BUILDINGS TO ALLOW UNLIMITED OPENINGS. THE AREA BTWN S4 (CIRCLED) ARE EASYS TO BE MUCH CLOSER THAN THIS. (IF 1% WE ARE ALLOWED 1% OPENINGS BELOW 30' WE ARE ALLOWED 40% OPENINGS)  
 -WILL NEED ANTICIPATED FINISHED SPOT GRASES AT EACH CORNER OF EACH BUILDING TO DETERMINE BUILDING HEIGHTS. THE GOAL WILL BE TO MAINTAIN A FINISHED GRADE AT EACH CORNER VERY CLOSE TO THE FINISHED FLOOR LEVEL, TO REMAIN WITHIN THE 41" HEIGHT LIMIT.  
 (SEE SAMPLE CALC. BELOW)



AXIOM  
 ARCHITECTURAL  
 PROGRAM  
 10/15/2010

THE WILLOWS AT STALLINGS





To: Town Council  
From: Lynne Hair, Planning Director  
Date: February 4, 2020  
RE: Development Ordinance Items; 1) Flood plain on platted lots; 2) Fence Appearance; 3) Open Space Calculations.

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At the December 19, 2019 meeting, Council directed staff to research and provide suggestions on issues dealing with; 1) flood plain on platted residential lots; 2) Fence appearance; and 3) Open Space requirements. The following is provided to give Council information on the requested items; staff is seeking direction on next steps for these items.

**1. Restrict flood plain from being counted toward minimum lot size, subdivided, platted and sold to homeowners as private property.**

Staff would recommend language be added to the Development Ordinance as follows:

**Article 2 General Standards and Specifications**

**ADD:**

*Article 2.2-1 Flood Plan not to be Counted Towards Minimum Lot Size Calculations/Remain Open Space*

*Lot lines for newly created single family detached lots, created through the requirements established by Article 16 of the Stallings Development Ordinance, shall not be platted to include any designated floodplain areas. Floodplain located within a single-family detached subdivision containing 4 or more lots will remain as common space.*

**Article 16 Subdivisions**

**CURRENT LANGUAGE**

*Article 16.2-3 (D) Lot Lines and Drainage of the Stallings Development Ordinance currently states the following:*

(D) Lot lines and drainage. Lot boundaries shall be made to coincide with natural and pre-existing topography to the extent practicable to avoid the creation of lots that can be built upon only by altering drainage ways. Lot boundary lines shall conform to the following requirements:

1. The Lot boundary lines of either a Minor Subdivision or Major Subdivision shall not extend into areas equal to or below the Base Flood contour line(s).
2. The Lot boundary lines of either the Minor Subdivision or Major Subdivision shall not extend into areas designated as a stream Buffer Zone.
3. The Lot boundary lines of either a Major Subdivision or Major Subdivision shall not extend into areas designated as Wetlands.

**ADD:** Council may want to consider adding the following language to this section:

4. *Lot lines for newly created single family detached lots, created through the requirements established by Article 16 of the Stallings Development Ordinance, shall not be platted to include any designated floodplain areas. Floodplain located within a single-family detached subdivision containing 4 or more lots will remain as common space.*

## **2. Fence Appearance**

In keeping with Town goals of maintaining an attractive and inviting appearance, Town Council directed staff to prepare language dealing with fence installation, ensuring that the finished side faces outwards.

### **Article 2 General Standards and Specifications**

**ADD:**

*Article 2.13-2 regulates fences. Staff would suggest (G) be added to this section as follows:*

*2.13-2 (G) All finished sides of a fence shall face off-site.*

## **3. Increase Greenspace/Open Space**

### **CURRENT OPEN SPACE REQUIRMENTS:**

Development Ordinance Article 21 Open Space

TABLE 21.1

ZONING DISTRICT	REQUIRED OPEN SPACE
Single Family Residential (SFR)	Single Family and/or duplex subdivisions: 10% of total subdivision project site area. Other residential: the greatest of 500 feet or open space per dwelling unit or 9%.
All other districts, excluding "TC" which is exempt from these requirements.	7.5% of lot area.

## OLD UDO OPEN SPACE REQUIREMENTS:

TABLE 6.1

Zoning District	Percent Open Space
R-20 < 10 lots	N/A
R-20 > 10 lots	10%
R-15 < 10 lots	N/A
R-15 > 10 lots	12%
R-10 < 10 lots	N/A
R-10 > 10 lots	15%
MFR	20%
TC – Town Center	15%
NC – Neighborhood Center Overlay	15%
GR – General Retail < 2 acres	N/A
GR – General Retail = 2 – 5 acres	10%
GR – General Retail > 5 acres	15%
OLR – Office Light Retail < 2 acres	N/A
OLR – Office Light Retail = 2 - 5 acres	10%
OLR – Office Light Retail > 5 acres	15%
LI – Light Industrial	N/A
HI – Heavy Industrial	N/A

## CONSERVATION SUBDIVISIONS

Conservation subdivisions are a design strategy that attempts to preserve undivided, buildable tracts of land as communal open space. In a conservation subdivision, ideally 50 – 70 percent of the buildable land is set aside as open space by grouping homes on the developed portion of the land. A developer can build on smaller lots in exchange for preserving a large portion of the land as open space.

The Town of Weddington uses this method. The applicant prepares a “by-right” plan, and this is used to determine the maximum number of lots that can be built in the conservation subdivision. The open space requirement is 50%. Floodplain can be used as open space.

## SUGGESTED ACTIONS:

- Increase the open space percentage by zoning district, requiring higher density developments to have a higher percentage of open space.
- Prevent flood plain from being calculated into minimum lot size requirements.
- Continue to require the donation of property to meet compliance with the adopted Stallings Parks and Greenway Master.
- Consider adopting conservation subdivision standards.



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Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

February 11, 2020

**Confidential**

**Via E-mail**

Mayor Wyatt Dunn  
Town of Stallings  
315 Stallings Road  
Stallings, NC 28104

Re: **Town of Stallings – Engagement Letter**

Dear Mayor Dunn:

I appreciate your calling on us to provide the Town of Stallings with representation. This letter will confirm our understanding regarding Parker Poe's representation. Our representation will commence upon receipt of a copy of this letter signed by you.

1. Parker Poe will perform legal services as counsel to the Town of Stallings with respect to planning and zoning matters. The scope of the services to be provided by Parker Poe may be expanded during the course of the engagement pursuant to communications establishing a specific mutual understanding of the services to be performed.

2. I will have general supervisory responsibility over the engagement. I anticipate that other individuals, including associates and paralegals, will be called upon from time to time as is necessary to accomplish the various tasks that will be required. Fees to be charged for legal services are described in the attached Standard Terms of Engagement. My billing rate to you for this engagement is \$300. I will not bill for travel time to and from Council Meetings and we will cap associate rates at \$290.

Those rates will be in effect through 2020 and until modified by the firm in accordance with annual rate evaluations which generally take place on October 1<sup>st</sup> of each year. I agree to give 90 days notice before any increased rate goes into effect. Such rates may be changed by the firm in the future, in which case the rates applicable at the time the work is performed will be applied. Because we are sensitive to legal costs, it is our practice to assign work to attorneys with billing rates consistent with the level of skill and experience required to perform the work. We will direct our invoices to you at the address above.

3. The Standard Terms of Engagement attached hereto are part of this engagement letter.

PPAB 5354113v2

**PARKER POE ADAMS & BERNSTEIN LLP**

**STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION**

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.

2. No Fixed Fee/Estimates. It is usually impossible to determine at the beginning of a matter the full nature and extent of the legal services which may ultimately be necessary on the client's behalf because much of the work may depend on the responses of other parties, agencies or courts, or upon facts not yet known. Therefore, the compensation for our services will not be a fixed fee with respect to all or any part of the engagement, but rather a fee based primarily upon the time devoted to the client's matter. Our hourly rates are subject to change from time to time, without notice. Although our fees are based primarily upon time expended, we also may give consideration to the novelty and difficulty of the questions involved, the skill required to perform the task properly, the result obtained and any time constraints imposed by the client or by the circumstances. Any oral or written estimate of fees is only an estimate, based upon preliminary information available at the time of such estimate; actual fees and costs may vary from any such estimate. You agree to pay the actual fees and disbursements billed in accordance with these Standard Terms of Engagement.

3. Disbursements and Expenses. In addition to the fees described above, the client will be charged for disbursements, including, but not limited to, photocopying, deposition expenses, travel, long distance telephone calls, express mail, facsimile fees, delivery service, messenger fees, court fees, filing fees, and other costs reasonably incurred for the client. We will either advance such costs on our client's behalf or ask the client to pay them directly or in advance, where appropriate. Any fees of expert witnesses or other professionals retained with the prior consent of the client to assist in the legal representation may be billed directly to the client, who will pay such bills when incurred.

4. Monthly Statements. Unless a different billing period is agreed upon with our client, we will render monthly or other periodic statements indicating the current status of the account as to both fees and disbursements. These statements will be payable within ten (10) days of the invoice date. If statements are not paid in full within ten (10) days of the invoice date, the firm reserves the right to impose a late payment charge of 1 1/2% per month from the date of the statement until paid. At the time of rendering a statement we may not yet have the full bill for all expenses related to matters which have been handled for the client. Therefore, it is possible that an expense bill will be sent to a client after completion of the work. Should the client have any questions concerning a statement rendered by the firm, we welcome inquiries directly to the attorney primarily responsible for the work or to the firm's Controller. If it should become necessary for collection steps to be undertaken for collection of our fees or disbursements, the client will be responsible for the payment of all related collection costs and expenses, including reasonable attorney's fees.

5. Client Trust Accounts. The firm may not ethically deposit any funds belonging to clients in firm operating or personal bank accounts. In order to comply with the Rules of Professional Conduct, we deposit all funds belonging to our clients into a trust bank account and we are obligated to account to all clients for the receipt and disbursement of those funds. We will notify clients of the receipt of funds belonging to clients and pay those to clients or on clients' behalf. Under current law and applicable Rules establishing a program known as Interest on Lawyers' Trust Accounts (IOLTA), a trust account can earn interest. All interest





# MEMO

To: Town Council  
From: Alex Sewell, Town Manager  
Date: 2/20/20  
RE: Land Use Follow-Up: Data and Draft Process

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**Purpose:** This memorandum's purpose is to provide background and provide requested information on land use data and a draft process that would allow for public input and Council to make changes to land use plans (if it deems appropriate).

**Background:**

- ❖ At the 11/25/19 Council Meeting, the Development Ordinance and Small Area Plans was added to the agenda during agenda approval. Discussions touched on several issues and Council provided staff with several directives and decided to schedule a special meeting to decrease certain densities.
- ❖ At the 12/9/19 Council Meeting, staff presented a memorandum sharing staff's understanding on Council's expressed views from 11/25/19 on land use vision and directives and requesting Council confirmation (along with sharing cost considerations). The box below includes some of staff's understanding of Council thinking/direction from the 11/25/19 Meeting:

- The following land use plans are still supported by the Council:
  - Comprehensive Land Use Plan;
  - Greenway Plan;
  - Monroe Bypass Small Area Plan;
  - Smith Farm Road/CEM Small Area Plan;
  - Downtown/Town Center Small Area Plan;
  - Idea of having an office park in Idlewild Corridor just below I-485 (northeastern side of Idlewild).
- The following plans are not supported by the Council:
  - Idlewild Road Corridor Small Area Plan;
  - Chestnut Small Area Plan;
  - Stallings Elementary School Node Small Area Plan.
- The Council affirmed that:
  - First, the Council would like to decrease the residential densities in the mixed use 1 and mixed use 2 districts in the current Development Ordinance as follows:

- Decrease Multi-Family density to no more than 10 units per acre;
- Decrease Single Family Detached to no more than 4 units per acre;
- Decrease Single Family Attached to no more than 6 units per acre.

NOTE: See the full list in the 12/4/19 memorandum enclosed following this memorandum.

- ❖ At the 12/9/19 Council Meeting, Council tabled the confirmation memorandum to 1/27/20.
- ❖ On 12/19/19, the Council approved the decreasing of densities are described above.
- ❖ On 1/16/20, the Council held a special meeting where our land use consultants were asked to share the rationale behind the Town's existing land use plans and answer Council questions. At this meeting, staff agreed to gather more data for Council to consider and to develop a draft process that would allow for public input and Council to make changes to the land use plans.
- ❖ At the 1/27/20 Council Meeting, Council tabled the 12/4/19 item to 2/24/20.

**Draft Process:** As agreed, staff have drafted a process below that would allow for public input and for the Council to make changes to the Town's land use plans. Staff recognize that there is currently a council member led effort to bring on a specialized land use attorney to assist in addressing several pressing issues. To avoid confusion, this process is not recommended until after the specialized land use attorney is oriented and the Council is satisfied that the pressing work with the attorney is complete.

## DRAFT PROCESS

**Draft Process Goal:** To have land use plans and processes that align with the Town Council/Community's land use vision and preferences.

### **1.) Define Council's Draft Land Use Vision**

- a. Meeting 1 (4 hours)
  - i. Brainstorm Discussion
    1. What do you like about Stallings?
    2. How would you define Stallings as a place?
    3. What positive characteristics about Stallings should we preserve?
    4. What changes would you like to see in Stallings?
    5. What should Stallings look like 20 years from now?
  - ii. Write down responses and go through a priority ranking process to identify key features and document Council's land use vision (similar to recent Council Annual Retreat processes).
- b. Staff will take Council's land use vision, compare it to the CLUP and SAPs, and create a list of general similarities and dissimilarities. (5 weeks)
- c. Meeting 2 (2 hours)
  - i. Staff will share list of similarities and dissimilarities between CLUP/SAPs and Council's land use vision.
  - ii. Council will confirm its final draft land use vision.

### **2.) Communicate Council's Draft Vision, Solicit Community Input, & Finalize Council/Community's Land Use Vision**

- a. Share Council's draft land use vision to the public via social media and request feedback at an upcoming public hearing.
- b. Meeting 1 (2 hours) – Meeting with public hearing for general community input which will also be a joint planning board meeting for planning board input.
  - i. Note: Additional public engagement efforts would be based on Council preference and could include open houses, surveys, etc.
- c. Meeting 2 (2 hours)
  - i. Council will compare its draft land use vision to community input and decide if changes are to be made

### **3.) Update Land Use Plans to Match Council/Community's Land Use Vision**

- a. Staff will take identified dissimilarities between land use plans and the Council/Community's land use vision and create a list of options to bring land use plans into alignment with Council/Community's land use vision along with pros vs. cons of each option (5 weeks)
- b. Meeting 1 (3 hours)
  - i. Council will consider options and select path forward.

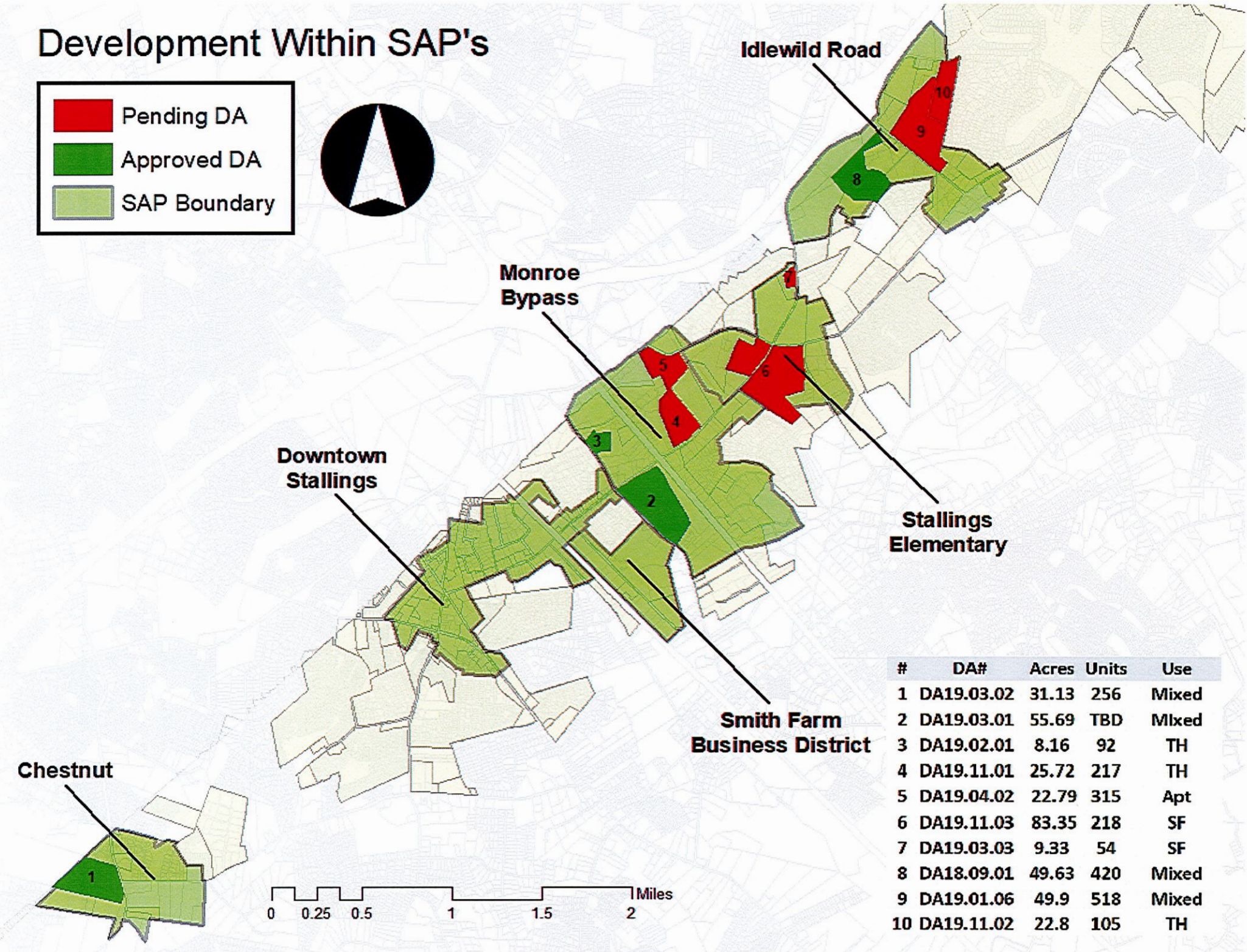
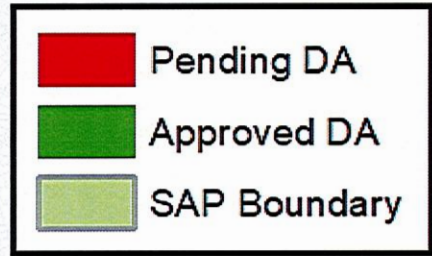
### **4.) Reassess Land Use Vision Annually through Planning Retreat**

**Conclusion:** If the above process is followed, the stated process goal should be achieved of having land use plans and processes that align with the Town Council/Community's land use vision and preferences.

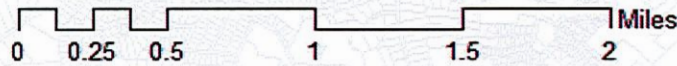
NOTE: Timelines shown are estimates. Bringing in Centralina Council of Governments (CCOG) to help with portions of this process could be beneficial depending on the level of public engagement desired. However, staff can probably handle most of this work in-house with process speed dependent on current workload.



# Development Within SAP's

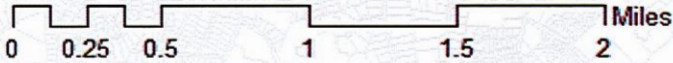
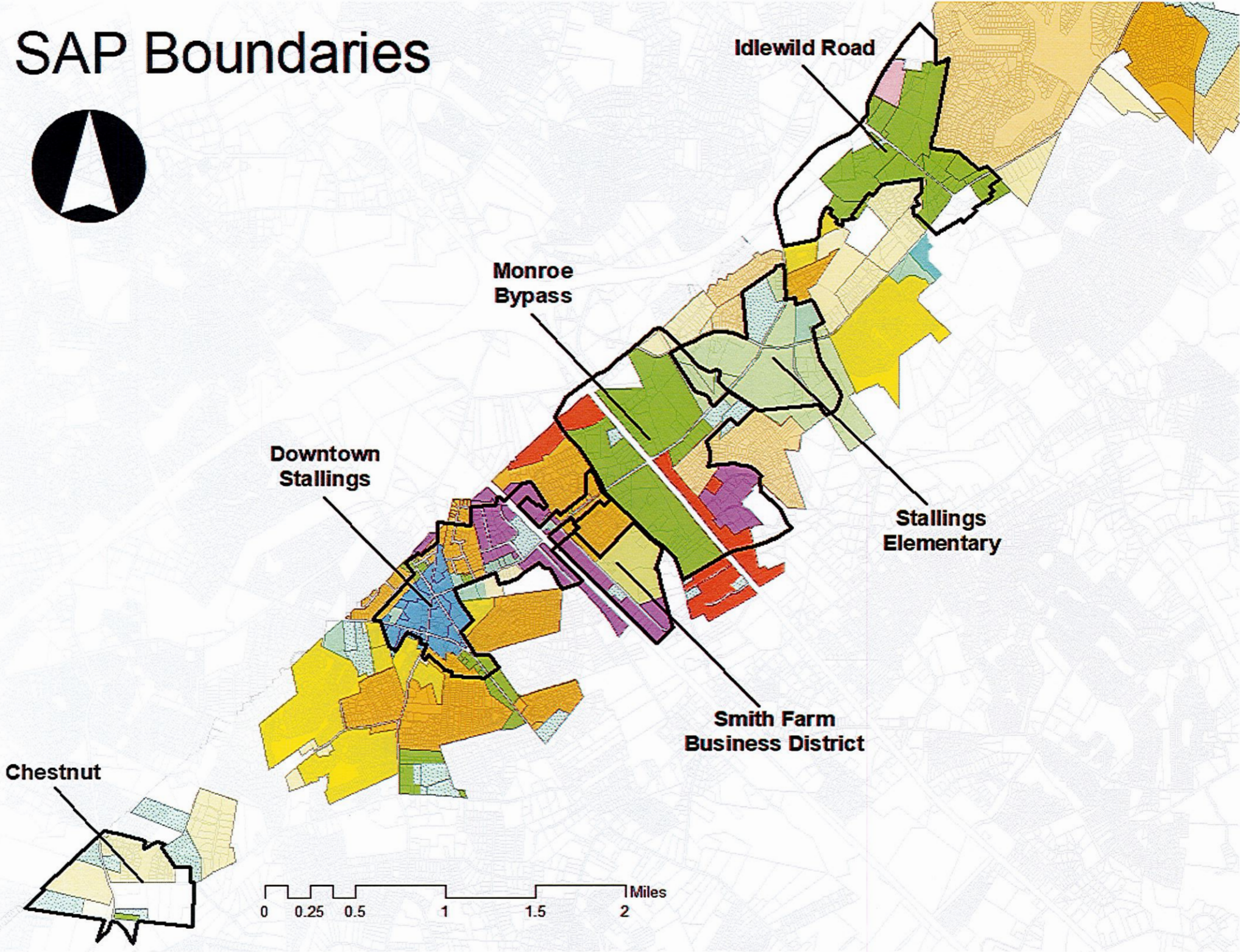


#	DA#	Acres	Units	Use
1	DA19.03.02	31.13	256	Mixed
2	DA19.03.01	55.69	TBD	Mixed
3	DA19.02.01	8.16	92	TH
4	DA19.11.01	25.72	217	TH
5	DA19.04.02	22.79	315	Apt
6	DA19.11.03	83.35	218	SF
7	DA19.03.03	9.33	54	SF
8	DA18.09.01	49.63	420	Mixed
9	DA19.01.06	49.9	518	Mixed
10	DA19.11.02	22.8	105	TH





# SAP Boundaries







# MEMO

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To: Town Council

From: Alex Sewell, Town Manager

Date: 12/4/19

RE: Land Use Requested Follow-up, Direction, & Cost Discussion

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**1/22/20 Update:** At the 12/9/19 Council Meeting, the Council opted to table this item to the 1/27/20 Council meeting. At a special 1/16/20 Council Meeting, staff agreed to provide the Council with land use data and a draft process that would allow for public input and Council to make changes to land use plans (if it deems appropriate).

Due to the above, **staff would recommend tabling this item to the 2/24/20 meeting to allow for staff to assemble this data and develop a draft process.**

**Purpose:** This memorandum's purpose is to provide Council with a requested update on Council's land use directives from the 11/25/19 Council Meeting and to confirm those directives. Additionally, one item we need to discuss is implementation cost as it was not discussed on 11/25/19.

**Background and Staff Understanding:** At the 11/25/19 Council Meeting, the Development Ordinance and Small Area Plans was added to the agenda during agenda approval. Discussions touched on several issues, so staff would like to confirm we have the correct understanding of Council thinking/direction. Below is staff's understanding of Council thinking/direction from the 11/25/19 Meeting.

- The following land use plans are still supported by the Council:
  - Comprehensive Land Use Plan;
  - Greenway Plan;
  - Monroe Bypass Small Area Plan;
  - Smith Farm Road/CEM Small Area Plan;
  - Downtown/Town Center Small Area Plan;
  - Idea of having an office park in Idlewild Corridor just below I-485 (northeastern side of Idlewild).
- The following plans are not supported by the Council:
  - Idlewild Road Corridor Small Area Plan;
  - Chestnut Small Area Plan;
  - Stallings Elementary School Node Small Area Plan.

- The Council affirmed that:
  - First, the Council would like to decrease the residential densities in the mixed use 1 and mixed use 2 districts in the current Development Ordinance as follows:
    - Decrease Multi-Family density to no more than 10 units per acres;
    - Decrease Single Family Detached to no more than 4 units per acre;
    - Decrease Single Family Attached to no more than 6 units per acre.
  - Staff are directed to gather information on the process and timeline to replace the current Development Ordinance with the previous development ordinance.
  - Ultimately, Council would like to draft new land use plans for several areas and enact a new development ordinance to implement that vision as well as the Small Area Plans that are still supported.
  - Staff are directed to develop an RFP to select a firm for new land use visions for the Idlewild Corridor, Stallings Elementary School Node, and possibly the Chestnut Small Area Plan areas.
  - Staff are directed to develop an RFP to select a firm to develop a new development ordinance to implement the SAPs and land use plans (but should evaluate whether this can be done in-house).

**Update & Follow-Up:**

- Regarding the text amendment decreasing residential densities, Council indicated that this text amendment should be done as soon as possible. Staff have confirmed that it is possible to put out proper legal notices in time to hold a special meeting on 12/19/19 (which would allow it to go to Planning Board on 12/17/19). Mayor Dunn has called a special meeting on 12/19/19 at 6 PM.
- Regarding enacting the old development ordinance, staff are working on a document describing the process, timeline, etc. After this is drafted and reviewed by legal counsel, it will be shared with the Council.
- Prior to drafting RFPs, staff wants to discuss potential implementation costs per the below section entitled “Cost Considerations”.

- Given that several of Small Area Plans are not the vision of the current Council, the question becomes what *is* the land use vision for those areas?
  - To begin to answer this question, one option would be to have the Centralina Council of Governments (CCOG) come in and do some land use visioning workshops. CCOG developed the Town's Comprehensive Land Use Plan so they are already familiar with Stallings. A workshop for the public could be added.

**Cost Considerations:** One important consideration as the Town chooses its land use vision is implementation cost. Funding was not discussed at the 11/25/19 meeting but crafting new area land use plans and a new development ordinance is not an inexpensive endeavor. As a reference, the Town spent \$167,000 on the 3 small area plans that are no longer supported and the current Development Ordinance.

Staff want Council to be aware of potential implementation costs. However, there may be a way to achieve Council goals without selecting the most expensive option.

Here are some options with cost in mind:

- 1.) Repeal the current ordinance and replace with the old development ordinance. Reaffirm the Small Area Plans that the Council supports.
  - a. PROS
    - i. Cheapest option;
    - ii. Quickest option;
    - iii. Staff resource allocation (meaning staff's ability to dedicate time to this option in addition to other duties).
  - b. CONS
    - i. The land use plans that the Council supports (Comprehensive Land Use Plans and remaining Small Area Plans) would not be completely aligned with the old development ordinance;
    - ii. Lose parts of the Development Ordinance that seem to have unanimous support like the Traffic Impact Analysis portion.
  - c. Both a PRO and a CON
    - i. In one sense, the Council would have more control in ensuring the reaffirmed Small Area Plans develop as envisioned if applications are submitted through conditional zoning process.

- ii. On the other hand, the Council would have less control in ensuring the reaffirmed Small Area Plans develop as envisioned because developers could choose not to go through the conditional zoning process but rather to build by-right developments that are not compatible with Small Area Plans but would be allowed under the old zoning ordinance.

2.) Have land use visioning workshops. Hire a firm to facilitate the creation of new small area plans and new development ordinance enacting both the new small area plans and the old small area plans that are still supported.

a. PROS

- i. Town can set land use vision and get buy-in from stakeholders;
- ii. Staff resource allocation.

b. CONS

- i. Likely most expensive option;
- ii. If developments in already submitted applications and recent approved developments are ultimately built, a significant amount of property within the Idlewild Corridor, Stallings Elementary School Node, and Chestnut will be already developed. Is the expense warranted for the remaining undeveloped property?

3.) Both options #1 and #2

a. PROS

- i. Town can set land use vision and get buy-in from stakeholders;
- ii. Staff resource allocation.

b. CONS

- i. Likely the most expensive option;
- ii. Until a new development ordinance is approved, the land use plans that the Council supports (Comprehensive Land Use Plans and remaining Small Area Plans) would not be completely aligned with the old development ordinance;
- iii. If developments in already submitted applications and recent approved developments are ultimately built, a significant amount of property within the Idlewild Corridor, Stallings Elementary School Node, and Chestnut will be already developed. Is the expense warranted for the remaining undeveloped property?

4.) Have land use visioning workshops and then use that process to determine appropriate next steps.

a. PROS



- |  |
|--|
| <ul style="list-style-type: none"><li>i. Town can start determining its land use vision and then start discussing next steps (not putting the cart before the horse)</li><li>b. CONS<ul style="list-style-type: none"><li>i. Not a comprehensive approach by itself.</li></ul></li></ul> |
|--|

The above options are not meant to be exhaustive. Rather, they are meant to start the discussion regarding cost.

**Next Steps:** Staff are requesting direction from the Council on the following:

- 1.) Confirmation of staff's understanding of Council's thinking/directives;
- 2.) CCOG conducting land use visioning workshops; and
- 3.) The options listed above given cost considerations.