



**November 25, 2019**  
 Stallings Town Hall  
 315 Stallings Road  
 Stallings, NC 28104  
 704-821-8557  
[www.stallingsnc.org](http://www.stallingsnc.org)

	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.	7:20 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.	7:35 p.m.	Annexation 54 – Boyd Funderburk A. Re-Open Public Hearing B. Information from Staff C. Close Public Hearing D. Council Vote	Erinn Nichols, Assistant Town Manager	Approve (Deny) annexation.  <b>Motion:</b> I make the motion to approve (deny) Annexation 54 – Boyd Funderburk.
3.	7:40 p.m.	RZ19.10.01 – Villages at Idlewild Development, LLC A. Open Public Hearing B. Information from Staff C. Close Public Hearing D. Council Vote	Alex Sewell, Town Manager	Approve (Deny) rezoning request.  <b>Motion:</b> I make the motion to approve (deny) RZ19.10.01.
4.	7:50 p.m.	DA19.08.01–Funderburk/Rittenhour/Price A. Open Public Hearing B. Information from Staff C. Close Public Hearing D. Council Vote	Alex Sewell, Town Manager	Approve (Deny) development agreement.  <b>Motion:</b> I make the motion to approve (deny) DA19.08.01.
5.	8:00 p.m.	Closed Session pursuant to NCGS143-318.11(a)(3)	Wyatt Dunn, Mayor	Go into closed session  <b>Motion:</b> I make the motion to go into closed session pursuant to NCGS143-318.11(a)(3).
6.	8:10 p.m.	Adjournment	NA	<b>Motion:</b> I make the motion to adjourn.



## Ordinance to Extend the Corporate Limits of the Town of Stallings, North Carolina

**WHEREAS**, the Town Council has been petitioned under N.C.G.S. 160A-31 to annex the area described below; and

**WHEREAS**, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

**WHEREAS**, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Town Hall of the Town of Stallings at 7:00 p.m. on November 25, 2019, after due notice by the Enquirer-Journal on November 7, 2019; and

**WHEREAS**, the Town Council finds the petition meetings the requirements of N.C.G.S. 160A-31;

**NOW, THEREFORE, BE IT ORDAINED** be the Town Council of the Town of Stallings, North Carolina that:

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the area proposed for voluntary annexation encompasses parcel number 21514103 (portion) on Boyd Funderburk Drive is hereby annexed and made part of the Town of Stallings effective immediately:

**Parcel number: 21514103 (portion); 1.776 ACRES**

Commencing at an existing concrete monument found along the southern margin of the right-of-way of Boyd Funderburk Drive, also being the northern boundary of Mecklenburg County tax parcel 070-750-13 owned by Gerald Lee Funderburk as recorded in Deed Book 1139, Page 451 of the Mecklenburg County Register of Deeds; thence along and with the right-of-way of Boyd Funderburk Drive, S 46° 37' 53" W, 625.68 feet to a computed point where the right-of-way intersects the Mecklenburg/Union County Line; thence, departing said right-of-way and running along and with the Mecklenburg/Union County Line S 46° 37' 53" W, 625.68 feet to a computed point in the common line between Funderburk and Jerry M. & Irma L. Funderburk, as recorded in Deed Book 5164, Page 521, also being the POINT OF BEGINNING; Thence, S 08° 26' 27" E, 52.18 feet to a computed point; Thence, S 45° 20' 26" W, 481.92 feet to an iron rebar found; Thence, S 45° 17' 21" W, 837.94 feet to a computed point;

Thence, N 46° 03' 11" W, 33.30 feet to a computed point;  
Thence N 59° 05' 57" W, 41.55 feet to a computed point;  
Thence, N 46° 37' 53" E, 1362.21 feet to the POINT OF BEGINNING;  
Containing 77,327 Square Feet or 1.776 Acres.

Section 2. Immediately, the above described territory and its citizens and property shall be subject to all debts, laws, and ordinances and regulations in force in the Town of Stallings and shall be entitled to the same privileges and benefits as other parts of the Town of Stallings. Said territory shall be subject to municipal taxes according to N.C.G.S. 160A-58.10.

Section 3. The Mayor of the Town of Stallings shall cause to be recorded in the office of the Register of Deeds Union County, and in the office of the Secretary of State at Raleigh, North Carolina, as accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Union County Board of Elections, as required by N.C.G.S 163-288.1.

Adopted this the 25<sup>th</sup> day of November, 2019.

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

Attest:

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

Approved as to form:

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



# MEMO

To: Town Council  
From: Lynne Hair, Planning Director  
Date: November 20, 2019  
RE: **RZ19.10.01** – Villages at Idlewild Development, LLC. Request to rezone a 1.77-acre parcel located at 14900 Boyd Funderburke Drive from R-20 (Union County) to MU-2.

---

In May 2019 the Town Council approved the development of property located off Idlewild Road, behind the Idlewild Market Shopping Center for mixed use. When preliminary plans were being prepared for permitting review, it was discovered that a small portion of the property was not in the Town limits. The owners of this property, Boyd and Irma Funderburke are requesting that the property be annexed and at that time be rezoned to MU-2, which is consistent with zoning of the Villages at Idlewild development and approved Comprehensive Land Use and Small Area Plans.

The Planning Board heard the request on October 15, 2019 and unanimously recommended approval.



**DEVELOPMENT SUMMARY**

**MATTHEWS:**  
 FRONT LOAD: 49  
 REAR LOAD: 66  
 TOTAL: 115  
AMOUNT OF L21  
 EXTRA ALLOWED

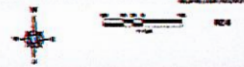
**STALLINGS:**  
 REAR LOAD: 148  
 TOTAL: 148  
AMOUNT OF L21  
 EXTRA ALLOWED

**APARTMENTS: 270 TOTAL  
 IN 7 BUILDINGS**

**TOTAL NUMBER OF  
 TOWNHOMES**  
 FRONT LOAD (25' WIDTH): 49  
 REAR LOAD MATTHEWS (22' WIDTH): 66  
 REAR LOAD STALLINGS (22' WIDTH): 148  
 TOTAL: 263  
 MAX TOTAL: 271

**BOHLER**  
 ENGINEERING INC, PLLC  
1000 W. HARRIS STREET  
 SUITE 100  
 RALEIGH, NC 27601  
 919.876.1111

**IDLEWILD RESIDENTIAL EXHIBIT G**  
 MATTHEWS/STALLINGS, NC



STREET  
 SEGMENT A

TERMINUS OF STREET  
 SEGMENT A, 4-36 FEET  
 FROM PROPERTY  
 BOUNDARY

RIGHT-OF-WAY  
 AREA TO BE  
 DEDICATED

TREE WELLS WITHIN 12'  
 SIDEWALK

ON STREET  
 TRASHCHUTE

DEVELOPMENT  
 AREA C

DEVELOPMENT  
 AREA A

DEVELOPMENT  
 AREA B



## Statement of Consistency and Reasonableness

(As per NC General Statute 160-383)

*Prior to adopting or rejecting any zoning amendment, the governing body shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing body that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing body.*

ZONING AMENDMENT: RZ19.10.01

REQUEST:

To rezone a 1.77-acre parcel located at 14900 Boyd Funderburke Drive (PID21514103) from R-20 (union County) to MU-2.

STATEMENT OF CONSISTENCY AND REASONABLENESS:

The Stallings Town Council hereby finds that the proposed zoning amendment is consistent with the 2017 Stallings Comprehensive Land Use Plan adopted November 27, 2017 based on consistency with goals and objectives set forth in the document. At their November 25, 2019 meeting the Stallings Town Council voted to recommend APPROVAL of the proposed amendment and stated that the Town Council finds and determines that the zoning amendment is consistent with the key guiding principles, goals, and objectives of the Comprehensive Land Use Plan and hereby recommends its approval.

The statement and motion was seconded and passed \_\_\_\_\_.

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

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



RZ19.10.01

AN ORDINANCE AMENDING THE “STALLINGS DEVELOPMENT ORDINANCE”  
OF THE TOWN OF STALLINGS, NORTH CAROLINA

WHEREAS, on February 26, 2018 the Town Council adopted the new Stallings Development Ordinance; and,

WHEREAS, Small Area Plans were created and adopted by the Town and incorporated into the Stallings Development Ordinance to be used in determining land use and development pattern; and the process established for their review and approval are consistent with the 2017 Comprehensive Land Use Plans; and,

WHEREAS, no adverse effects to the public safety, health or welfare were identified as a result of the conditional zoning process; and,

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF STALLINGS DO  
ORDAIN AMENDING THE STALLINGS DEVELOPMENT ORDINANCE AS  
FOLLOWS:

ZONING AMENDMENT:

RZ19.10.01

REQUEST:

To rezone a 1.77-acre parcel located at 14900 Boyd Funderburke Drive (PID21514103) from R-20 (union County) to MU-2.

This ordinance shall be effective immediately upon its adoption.

ADOPTED this the \_th day of \_\_\_\_\_, 2019.

---

Wyatt Dunn  
Mayor

---

Erinn Nichols  
Town Clerk



Town of  
**Stallings**

315 Stallings Road • Stallings, North Carolina 28104

## Zoning Map Amendment/Rezoning Application

Application # (Staff): 12219.10.01

Date Filed: 10/4/19

Hearing Date: 11/12/19

Planning Board Date: 10/15/19

Town Council/Final Decision Date:  
 \_\_\_\_\_

Zoning Map Amendment - Conventional	
Less than 2 acres	\$150.00
2-10 acres	\$300.00
Greater than 10 acres	\$900.00
Zoning Map Amendment - Conditional Zoning	
Less than 2 acres	<span style="border: 1px solid red; border-radius: 50%; padding: 2px;">\$300.00</span>
2-10 acres	\$600.00
Greater than 10 acres	\$1200.00
Conditional Use Permit Request	\$300.00
Zoning Text Amendment - UDO	\$500.00

**To the Planning Board and Town Council of Stallings, NC:**

I (we) the undersigned do hereby respectfully make application and request the Planning Board and Town Council to amend the zoning map of the Town of Stallings: In support of this application, the following facts are shown:

<b>Current Zoning (Circle One)</b>	<i>R-20 R-15 R-10 MFR TC NRD GR OLR BC</i> <i>MR LI HI</i> <span style="border: 1px solid black; padding: 2px;">None</span>
<b>Proposed Zoning (Circle One)</b>	<i>R-20 R-15 R-10 MFR TC NRD GR OLR BC</i> <i>MR LI HI MUC-1</i> <span style="border: 1px solid black; padding: 2px;">MUC-2</span> <i>OC RSF</i>
<b>Conditional District? (CD)</b> <input type="checkbox"/>	

<b>Physical Property Address:</b> 14900 Boyd Funderburk Drive, Matthews, NC 28104	
<b>Physical Description of Location:</b> A portion of parcel 21514103	
<b>Tax Parcel Number(s) (PID Number):</b> A portion of parcel 21514103	<b>Total Acreage:</b> 1.77



Property Owner(s): Jerry M & Irma L Funderburk		
Owner's Address: 14900 Boyd Funderburk Drive		
City: Matthews	State: NC	Zip: 28104
Phone Number :		Email Address:
Applicant Name if different than owner: Villages at Idlewild Development, LLC		Applicant's Address: 7800 Kennedy Road, Suite 401 Markham, Ontario L3R 2 C7
Applicant Email Address : enzomizzi@outlook.com		Applicant's Phone Number: (416) 606-4182

### **MAP REQUIREMENTS**

This application shall be accompanied by two (2) maps drawn to scale. Such maps shall be produced at 18' x 24". An electronic version of the map shall also be submitted. The maps shall contain the following information:

- The subject property plus such property as to show the location of the subject property with reference to the nearest street intersection, railroad, stream or other feature identifiable on the ground.
- All properties which abut the property.
- If the property is in a subdivision of record, a map of such portion of the subdivision that would relate to the subject property to the closest street intersection.
- A written metes and bounds description of the property or properties.
- The present and proposed zoning classification of the lot(s) in question.
- The property identification number(s) of the lot(s) in question as issued by the Union County Tax Department.
- Full schematic design/site plan as described in Article 10.10 of the Stallings Unified Development Ordinance (*only if the application is for a conditional district*).

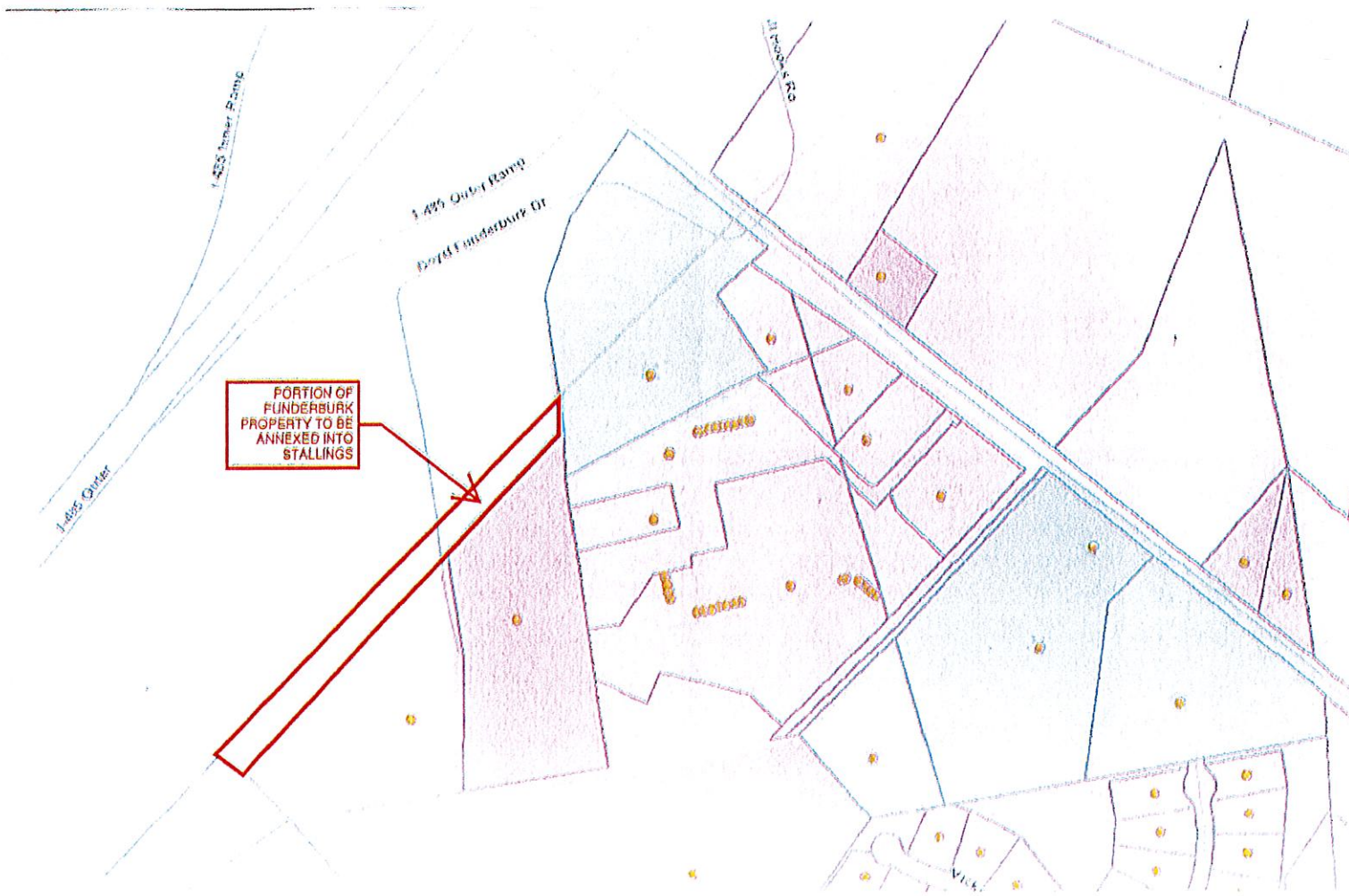
### **MAP AMENDMENT REQUIRMENTS**

If a straight rezoning (not a CD) is requested, then please leave the space below blank.

If a Conditional District (CD) is requested, you must list the specific sections of the Unified Development Ordinance from which you seek changes. You may list these on a separate sheet of paper.

- Whenever there is a zoning map amendment, the Town of Stallings is required to notify the owner of said parcel of land as shown on the county tax listing, and the owner of all parcels of land abutting that parcel of land as shown on the county tax listing. The required notice shall be mailed by first class mail at least 10 days but not more than 25 days prior to the date of the public hearing.







# MEMO

Agenda Item # 4

---

To: Town Council  
From: Lynne Hair, Planning Director  
Date: November 20, 2019  
RE: DA19.08.01 – Development Agreement for Funderburke/Rittenhour/Price property.  
1.77 acres that is a portion of the approved DA for The Villages at Idlewild.

---

Attached please find a copy of the final Development Agreement document for the 1.77-acre parcel owned by the Funderburkes, Rittenhours and Prices that is a portion of the approved DA for The Village at Idlewild mixed use project.

Legal counsel advised a separate DA be approved for this property to follow our established procedures.

The DA subcommittee reviewed the proposal on November 12, 2019 and recommended approval (2-1 Paxton). The Planning Board heard this request on November 19, 2019 meeting and unanimously recommended approval.

DEVELOPMENT AGREEMENT  
BY AND AMONG  
JERRY M. FUNDERBURK,  
DEE L. RITTENOUR AND PATRICIA A. RITTENOUR AND  
DANNY E. PRICE AND ROBIN C. PRICE  
AND  
TOWN OF STALLINGS

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

**TABLE OF CONTENTS**

STATEMENT OF PURPOSE.....	1
BACKGROUND.....	2
TERMS.....	4
1. Public Hearing.....	4
2. Incorporation of Certain Terms and Conditions of the Adjacent Development Site Development Agreement into the Agreement.....	4
3. Laws Governing the Development of the Property.....	4
4. Term.....	4
5. Local Development Permits.....	5
6. Public Facilities.....	5
7. Sewer and Water Lines.....	5
8. Amendment.....	5
9. Recordation/Binding Effect.....	5
10. Periodic Review.....	6
11. Default.....	6
12. Notices.....	6
13. Entire Agreement.....	7
14. Construction.....	7
15. Assignment.....	7
16. Excluded Property.....	7
17. Governing Law.....	7
18. Counterparts.....	8
19. Agreement to Cooperate.....	8
20. Agreements to Run with the Land.....	8
21. Hold Harmless.....	8
22. Severability.....	8
23. No Pledge of Taxing Power or Governmental Authority.....	8
24. Authority.....	9

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF UNION )

**DEVELOPMENT AGREEMENT**

This Development Agreement (the "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "**Effective Date**") by and among Jerry M. Funderburk, Dee L. Rittenour and Patricia A. Rittenour and Danny E. Price and Robin C. Price (hereinafter collectively referred to as "**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. Jerry M. Funderburk, Dee L. Rittenour and Patricia A Rittenour and Danny E. Price and Robin C. Price are the owners of an approximately 1.776 acre parcel of land located generally on the southwest quadrant of the Interstate 485 -- Idlewild Road interchange in unincorporated Union County, North Carolina (the "**Property**"), which parcel of land is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.
2. Adjacent to the southern and eastern boundary lines of the Property is an approximately 37.719 acre site (the "**Adjacent Development Site**") that is comprised of five separate parcels of land and is subject to a development agreement that was approved by the Town of Stallings Town Council (the "**Town Council**") on May 13, 2019 and recorded on \_\_\_\_\_, 2019 in Book \_\_\_\_ at Page \_\_\_\_ of the Union County Public Registry (the "**Adjacent Development Site Development Agreement**").
3. Pursuant to the Adjacent Development Site Development Agreement and the Concept Plan (defined below), a multi-use development project (the "**Project**") is planned to be developed on the Adjacent Development Site that will contain single family attached dwelling units, multi-family dwelling units and commercial uses.
4. In connection with the approval of the Adjacent Development Site Development Agreement, the Town Council approved a concept site plan for the Project (the "**Concept Plan**"), a copy of which is attached as **Exhibit F** to the Adjacent Development Site Development Agreement.
5. For the purposes of the Adjacent Development Site Development Agreement and the Concept Plan, the Adjacent Development Site is divided into three separate development areas that are designated on the Concept Plan as Development Area A, Development Area B and Development Area C.
6. At the time of the approval of the Adjacent Development Site Development Agreement and the Concept Plan by the Town Council, the parties thereto believed that the Property was located within the corporate limits of the Town or within the Town's extraterritorial jurisdiction and that the Town, therefore, had planning and zoning authority over the Property. For this reason, the Property is depicted on the Concept Plan as being included within the Project and located within Development Area A.
7. A copy of the Concept Plan with the Property shaded in purple is attached hereto as **Exhibit B** and incorporated herein by reference.
8. Under the Adjacent Development Site Development Agreement and the Concept Plan, Development Area A (within which the Property is located) may only be devoted to a residential community containing a maximum of 150 for sale single family attached dwelling units, and to any incidental or accessory uses relating thereto that are permitted in the MU-2 zoning district. As seen from the Concept Plan, portions of single family attached dwelling units are proposed to be located on the Property.

9. Representatives of the Town subsequently determined that the Property was not located within the corporate limits of the Town or within the Town's extraterritorial jurisdiction.

10. The purposes of this Agreement include, among other things, to formally secure the development rights for the Property that are described in the Adjacent Development Site Development Agreement and depicted on the Concept Plan, to formally incorporate the Property into the Project and the Concept Plan and to otherwise subject the Property to the relevant terms and conditions of the Adjacent Development Site Development Agreement.

11. Prior to the public hearing on and the approval of this Agreement by the Town Council, the Property was annexed into the corporate limits of the Town and zoned to the MU-2 zoning district.

12. 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 Idlewild Road corridor. The Idlewild Road 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.

13. The Small Area Plan recommends single family attached dwelling units on the Property.

14. As depicted on the Concept Plan, Developer desires to develop single family attached dwelling units on the Property in accordance with the terms of this Agreement, the Concept Plan and the Town of Stallings Development Ordinance (the "**Ordinance**"). These single family attached dwelling units will be a part of the Project.

15. After careful review and deliberation, the Town has determined that the single family attached dwelling units to be constructed on the Property are consistent with the Small Area Plan, and that such development 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.

16. The Town has also determined that the development planned for the Property 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 Property and the community at large; confirming the phasing of the construction of the Property; and providing assurances to Developer and its successors in interest that Developer may proceed with the development of the Property 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 Property 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 \_\_\_\_\_, 2019 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 Plan attached hereto as **Exhibit B** and incorporated herein by reference.

2. Incorporation of Certain Terms and Conditions of the Adjacent Development Site Development Agreement into the Agreement. The relevant provisions of Section 2 (Permitted Uses/Maximum Densities/Development Limitations); Section 3 (Development Schedule); Section 4 (Transportation Improvements); Section 5 (Streetscape Treatment); Section 6 (Greenway and Open Space); Section 7 (Trash Removal); and Section 8 (Architectural Standards) of the Adjacent Development Site Development Agreement are incorporated into this Agreement by reference and shall govern the development and use of the Property. The Adjacent Development Site Development Agreement is attached hereto as **Exhibit C** and incorporated herein by reference.

3. Laws Governing the Development of the Property. The laws, land development regulations and ordinances applicable to the development of the Property 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 Property 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 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 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 D** attached hereto and incorporated herein by reference, and are in a binder on file with the Town.

4. 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.

5. 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 Property:

- 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 Property.

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.

6. Public Facilities. The following public facilities will serve the Property: Public Sewer and Public Water.

7. 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 Property (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.

8. 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.

9. 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.

10. 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).

11. 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 homeowner or builder in the Development 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.

12. 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: Jerry M. Funderburk  
14901 Boyd Funderburk Drive  
Matthews, NC 28105

Dee L. Rittenour and Patricia A. Rittenour  
14809 Boyd Funderburk Drive  
Matthews, NC 28104

Danny E. Price and Robin C. Price  
14812 Boyd Funderburk Drive  
Matthews, NC 28104

13. 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 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.

14. 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.

15. 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.

16. Excluded Property. Notwithstanding anything contained herein to the contrary, the following property that is conveyed by Developer to a third party shall not be subject to or encumbered or burdened by this Agreement:

A. A lot containing a single family attached dwelling unit for which a certificate of occupancy has been issued.

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

18. 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.

19. 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.

20. 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.

21. 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 Property. 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 Property. 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.

22. 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.

23. No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of 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.

24. 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:

\_\_\_\_\_  
Jerry M. Funderburk

\_\_\_\_\_  
Dee L. Rittenour

\_\_\_\_\_  
Patricia A. Rittenour

\_\_\_\_\_  
Danny E. Price

\_\_\_\_\_  
Robin C. Price

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

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Jerry M. Funderburk

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

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

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

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



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

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Dee L. Rittenour and Patricia A. Rittenour

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

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

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

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

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

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Danny E. Price and Robin C. Price

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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**

EXHIBIT A

Property

Commencing at an existing concrete monument found along the southern margin of the right-of-way of Boyd Funderburk Drive, also being the northern boundary of Mecklenburg County tax parcel 070-750-13 owned by Gerald Lee Funderburk as recorded in Deed Book 1139, Page 451 of the Mecklenburg County Register of Deeds; thence along and with the right-of-way of Boyd Funderburk Drive, S 46° 37' 53" W, 625.68 feet to a computed point where the right-of-way intersects the Mecklenburg/Union County Line; thence, departing said right-of-way and running along and with the Mecklenburg/Union County Line S 46° 37' 53" W, 625.68 feet to a computed point in the common line between Funderburk and Jerry M. & Irma L. Funderburk, as recorded in Deed Book 5164, Page 521, also being the **POINT OF BEGINNING**;

Thence, S 08° 26' 27" E, 52.18 feet to a computed point;

Thence, S 45° 20' 26" W, 481.92 feet to an iron rebar found;

Thence, S 45° 17' 21" W, 837.94 feet to a computed point;

Thence, N 46° 03' 11" W, 33.30 feet to a computed point;

Thence N 59° 05' 57" W, 41.55 feet to a computed point;

Thence, N 46° 37' 53" E, 1362.21 feet to the **POINT OF BEGINNING**;

Containing 77,327 Square Feet or 1.776 Acres.

**EXHIBIT "B"**

**Concept Plan**



**DEVELOPMENT SUMMARY**

**MATTHEWS:**  
 FRONT LOAD: 49  
 REAR LOAD: 66  
 TOTAL: 115  
 A MAXIMUM OF 121 UNITS ARE ALLOWED

**STALLINGS:**  
 REAR LOAD: 148  
 TOTAL: 148  
 A MAXIMUM OF 150 UNITS ARE ALLOWED

APARTMENTS: 270 TOTAL  
 IN 7 BUILDINGS

**TOTAL NUMBER OF TOWNHOMES**  
 FRONT LOAD (26' WIDTH): 49  
 REAR LOAD MATTHEWS (22' WIDTH): 66  
 REAR LOAD STALLINGS (20' WIDTH): 148  
 TOTAL: 263  
 MAX TOTAL: 271

**EXHIBIT "C"**

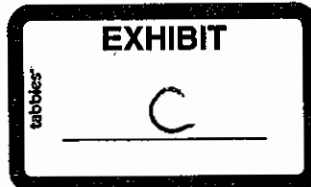
**Adjacent Development Site Development Agreement**



DEVELOPMENT AGREEMENT  
BY AND AMONG  
DOUGLAS I. MARSH AND TERI THOMAS MARSH,  
DANNY E. PRICE AND ROBIN C. PRICE,  
DEE L. RITTENOUR AND PATRICIA A. RITTENOUR AND  
GERALD LEE FUNDERBURK AND ROBIN FUNDERBURK  
AND  
TOWN OF STALLINGS

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

11990315v7 26265.00011



**TABLE OF CONTENTS**

	<b>Page</b>
STATEMENT OF PURPOSE .....	1
BACKGROUND .....	2
TERMS .....	3
1. Public Hearing .....	3
2. Permitted Uses/Maximum Densities/Development Limitations .....	3
3. Development Schedule .....	4
4. Transportation Improvements .....	5
5. Streetscape Treatment .....	7
6. Greenway and Open Space .....	8
7. Trash Removal .....	8
8. Architectural standards .....	8
9. Laws Governing the Development of the Project.....	10
10. Term .....	11
11. Local Development Permits.....	11
12. Public Facilities.....	11
13. Sewer and Water Lines .....	11
14. Amendment.....	12
15. Recordation/Binding Effect .....	12
16. Periodic Review .....	12
17. Default.....	12
18. Notices .....	13
19. Entire Agreement.....	13
20. Construction.....	13
21. Assignment .....	14
22. Excluded Property.....	14
23. Governing Law .....	14
24. Counterparts.....	14
25. Agreement to Cooperate .....	14
26. Agreements to Run with the Land .....	14
27. Hold Harmless .....	14

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
28. Severability .....	15
29. No Pledge of Taxing Power or Governmental Authority .....	15
30. Authority .....	15

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF UNION )

**DEVELOPMENT AGREEMENT**

This Development Agreement (the "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "**Effective Date**") by and among Douglas I. Marsh and Teri Thomas Marsh, Danny E. Price and Robin C. Price, Dee L. Rittenour and Patricia A. Rittenour and Gerald Lee Funderburk and Robin Funderburk (hereinafter collectively referred to as "**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. Douglas I. Marsh and Teri Thomas Marsh are the owners of an approximately 20.754 acre parcel of land located generally on the southwest quadrant of the Interstate 485 – Idlewild Road interchange in Stallings, Union County, North Carolina that is designated as Parcel No. 07075013B on the Union County Tax Maps (the “**Marsh Property**”). The Marsh Property is more particularly depicted on Exhibit A attached hereto and incorporated herein by reference.
2. Danny E. Price and Robin C. Price are the owners of an approximately 7.352 acre parcel of land located generally on the southwest quadrant of the Interstate 485 – Idlewild Road interchange in Stallings, Union County, North Carolina that is designated as Parcel No. 07075011 on the Union County Tax Maps (the “**Price Property**”), which parcel of land is more particularly depicted on Exhibit B attached hereto and incorporated herein by reference.
3. Dee L. Rittenour and Patricia A. Rittenour are the owners of an approximately 5.920 acre parcel of land located generally on the southwest quadrant of the Interstate 485 – Idlewild Road interchange in Stallings, Union County, North Carolina that is designated as Parcel No. 07075011B on the Union County Tax Maps (the “**Rittenour Property**”), which parcel of land is more particularly depicted on Exhibit C attached hereto and incorporated herein by reference.
4. Gerald Lee Funderburk and Robin Funderburk are the owners of an approximately 3.693 acre parcel of land located generally on the southwest quadrant of the Interstate 485 – Idlewild Road interchange in unincorporated Union County, North Carolina that is designated as Parcel No. 07075013 on the Union County Tax Maps (the “**Gerald Lee and Robin Funderburk Property**”), which parcel of land is more particularly depicted on Exhibit D attached hereto and incorporated herein by reference.
5. Prior to the public hearing on and the approval of the Agreement by the Town of Stallings Town Council (the “**Town Council**”), the Gerald Lee and Robin Funderburk Property was annexed into the corporate limits of the Town and zoned to the MU-2 zoning district.
6. The Marsh Property, the Price Property, the Rittenour Property and the Gerald Lee and Robin Funderburk Property are hereinafter collectively referred to as the “**Property**.” The Property contains approximately 37.719 acres and is subject to the terms and conditions of this Agreement. The Property is more particularly depicted on Exhibit E attached hereto and incorporated herein by reference.
7. 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 Idlewild Road corridor. The Idlewild Road 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.
8. Among other things, the Small Area Plan recommends single family attached dwelling units, multi-family residential uses and commercial uses on the Property.

9. Douglas I. Marsh and Teri Thomas Marsh, Danny E. Price and Robin C. Price, Dee L. Rittenour and Patricia A. Rittenour and Gerald Lee Funderburk and Robin Funderburk and their successors in interest are hereinafter collectively referred to as “**Developer.**”

10. Developer desires to develop a multi-use project (the “**Project**”) on the Property in accordance with the terms of this Agreement, the Concept Plan (defined below) and the Town of Stallings Development Ordinance (the “**Ordinance**”) that will contain single family attached dwelling units, multi-family dwelling units and commercial uses.

11. 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.

12. 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; confirming the phasing of the construction of the Project; 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 May 13, 2019 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 F and incorporated herein by reference.

2. Permitted Uses/Maximum Densities/Development Limitations. Subject to the limitations described in this Section 2, the Property may be devoted to the uses and to the applicable development densities described below and on the Concept Plan. For purposes of this Agreement and the Concept Plan, the Property is divided into three separate development areas that are designated on the Concept Plan as Development Area A, Development Area B and Development Area C. The Property is located in the MU-2 zoning district.

A. Development Area A

(1) That portion of the Property designated as Development Area A on the Concept Plan may only be devoted to a residential community containing a maximum of 150 for sale single family attached dwelling units, and to any incidental or accessory uses relating thereto that are permitted in the MU-2 zoning district.

B. Development Area B

(1) That portion of the Property designated as Development Area B on the Concept Plan may only be devoted to a multi-family residential community containing a maximum of 270 multi-family dwelling units, and to any incidental or accessory uses relating thereto that are permitted in the MU-2 zoning district. The buildings containing the multi-family dwelling units shall be located in one of the seven building areas on Development Area B depicted on the Concept Plan.

(2) In addition to the buildings containing multi-family dwelling units, a building associated with the amenity area shall be permitted on Development Area B as well as a maintenance building.

C. Development Area C

(1) That portion of the Property designated as Development Area C on the Concept Plan may be devoted to any non-residential use or uses allowed in the MU-2 zoning district and to any non-residential accessory and incidental uses relating thereto that are permitted in the MU-2 zoning district.

(2) The total number of principal buildings, accessory buildings and gross floor area permitted on Development Area C shall be governed by the standards of the Ordinance.

(3) All site plans and building elevations for development within Development Area C must be approved by the Development Administrator and Town Council prior to the issuance of building permits. The approval of the site plans and building elevations by the Development Administrator and Town Council shall not be considered to be an amendment to the Agreement

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 5 years of the date of this Agreement, Developer shall commence the development of Development Area A and Development Area B of the Property.

B. Within 10 years of the date of this Agreement, Developer shall complete the development of Development Area A and Development Area B of the Property.

C. Within 10 years of the date of this Agreement, Developer shall commence and complete the development of Development Area C of the Property.

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 depicted on the Concept Plan, the Property will be served by internal public streets and internal private alleys, and adjustments to the locations of the internal public streets and the internal private alleys shall be allowed during the construction permitting process upon the approval of the Development Administrator and the Town Engineer.

C. Subject to the terms of the next following paragraph, prior to the issuance of the first certificate of occupancy for any new building constructed on the Property, Developer shall improve the existing street that will provide the primary vehicular and pedestrian connection from Development Area A to Idlewild Road at the existing traffic signal (the "**Primary Entrance Road**") in accordance with the cross section on Exhibit G attached hereto and incorporated herein by reference. To improve the Primary Entrance Road in accordance with the cross section on Exhibit G, Developer must be provided with a temporary construction easement over and across a portion of the adjacent parcel of land designated as Parcel No. K7075014 on the Union County Tax Maps by the Town.

In the event that the Town does not provide to Developer, at no cost to Developer, a temporary construction easement over and across a portion of Parcel No. K7075014 that is necessary to accommodate the improvement of the Primary Entrance Road in accordance with Exhibit G on or before \_\_\_\_\_, then Developer shall only be required to improve the Primary Entrance Road in accordance with the cross section on Exhibit H attached hereto and incorporated herein by reference prior to the issuance of the first certificate of occupancy for any new building constructed on the Property. Developer shall also pay the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) to the Town prior to the issuance of the first certificate of occupancy for any new building constructed on the Property to be used by the Town to fund future additional improvements to the Primary Entrance Road or to construct other transportation or pedestrian improvements on the Property or in the vicinity of the Property.

Prior to commencing the improvements to the Primary Entrance Road under either scenario set out above, Developer shall, at Developer's sole cost and expense, have the existing pipes located under the Primary Entrance Road (the "**Pipes**") scoped with a camera to ascertain the existing condition of the Pipes. The results of this initial scoping of the Pipes shall be furnished to the Town's engineer by Developer prior to the commencement of the improvements to the Primary Entrance Road. After the completion of the improvements to the Primary



Entrance Road by Developer and prior to the acceptance of the Primary Entrance Road by the Town for maintenance, Developer shall, at Developer's sole cost and expense, have the Pipes scoped with a camera to determine if the improvements to the Primary Entrance Road by Developer damaged the Pipes. The results of the second scoping of the Pipes shall be furnished by Developer to the Town's engineer. If the results of the second scoping of the Pipes reveals that the improvements to the Primary Entrance Road by Developer damaged the Pipes, then Developer shall be required to repair any such damage and restore the Pipes to the same condition as existed at the time of the initial scoping of the Pipes prior to the Town's acceptance of the Primary Entrance Road for maintenance. If the results of the second scoping of the Pipes reveals that the improvements to the Primary Entrance Road by Developer did not cause any damage to the Pipes, then Developer shall not be required to make any repairs to the Pipes prior to the Town's acceptance of the Primary Entrance Road for maintenance.

D. Prior to the issuance of the one-hundredth (100<sup>th</sup>) certificate of occupancy for a single family attached dwelling unit constructed on the Property, the pedestrian and vehicular connection from Development Area C to the adjacent existing shopping center that is depicted on the Concept Plan shall be completed and open to pedestrian and vehicular traffic.

Prior to the issuance of the one-hundredth (100<sup>th</sup>) certificate of occupancy for a single family attached dwelling unit constructed on the Property, Developer shall pay the sum of One Hundred and Twenty Five Thousand and No/100 Dollars (\$125,000.00) to the Town (the "**Crossing Funds**"), which Crossing Funds shall be used by the Town to construct or fund a potential future crossing or bridge and a street connection from the Property to that parcel of land located to the west of the Property that is designated as Parcel No. 07099021 on the Union County Tax Maps. More specifically, Developer shall construct that street segment designated as "**Street Segment A**" on the Concept Plan to that point designated as "**Terminus of Street Segment A**" on the Concept Plan. The Terminus of Street Segment A is located approximately 95 feet from the western boundary line of the Property. Developer shall dedicate right of way from the terminus of Street Segment A to the western boundary line of the Property as generally depicted on the Concept Plan to accommodate the potential future crossing or bridge and a street connection from the Terminus of Street Segment A to Parcel No. 07099021 to be constructed by others. Developer's sole obligation with respect to the construction or funding of the crossing or bridge and the street connection from the Terminus of Street Segment A to Parcel No. 07099021 shall be the donation of the Crossing Funds and the dedication of the relevant right of way. In the event that the crossing or bridge and the street connection from the Terminus of Street Segment A to Parcel No. 07099021 is not permitted for construction within 15 years of the date on which the Crossing Funds are paid to the Town by Developer, the Town may use the Crossing Funds to construct other transportation or pedestrian improvements on the Property or in the vicinity of the Property.

E. The internal streets to be constructed on the Property as depicted on the Concept Plan shall meet the applicable cross section set out on **Exhibit I** attached hereto and incorporated herein by reference. Notwithstanding the foregoing and as described above, the Primary Entrance Road shall meet the requirements of Section 4.C above.

F. Subject to the approval of the North Carolina Department of Transportation ("NCDOT"), Developer, or its successor in interest, shall, at Developer's sole cost and expense, install all of

the transportation improvements that are required to be installed by the developer of the Project in a Traffic Impact Analysis dated March 28, 2019 prepared by Ramey Kemp and Associates or in any amended Traffic Impact Analysis for the Project subsequently approved by NCDOT (collectively, the "TIA"). The TIA has been submitted to NCDOT for review and comment. The requirements of the TIA shall be incorporated into the driveway permit(s) issued by NCDOT for the Project. Notwithstanding the foregoing and subject to the approval of NCDOT, prior to the issuance of the one-hundredth and first (101st) certificate of occupancy for a single family attached dwelling unit constructed on the Property, the westernmost entrance road into the Property that is located in both the Town of Stallings and the Town of Matthews and across Idlewild Road from Marshall Hooks Road shall be completed and open to vehicular traffic so as to provide an additional ingress and egress point for the Project. Additionally, all improvements to Idlewild Road associated with this entrance road that are required to be installed by the developer of the Project in the TIA shall be completed prior to the issuance of the one-hundredth and first (101st) certificate of occupancy for a single family attached dwelling unit constructed on the Property.

G. If Developer does not move forward with the development of the Project, Developer shall not be required to install any of the above described transportation improvements in this Section 4 of the Agreement or to pay the funds described in this Section 4 of the Agreement to the Town.

5. Streetscape Treatment.

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

B. The stream crossing located in Development Area B that is more particularly designated on Exhibit J attached hereto and incorporated herein by reference will be an enhanced crossing with a guardrail lined with shrubs and two - 2 foot by 2 foot brick veneer columns and shall be substantially similar in appearance to the crossing design set out on Exhibit J.

C. Developer shall install stamped asphalt accent crosswalks at the public street intersection located at the boundary between Development Area A and Development Area B as depicted on Exhibit J.

D. Developer shall install a stamped concrete accent crosswalk within Development Area B in the location designated on Exhibit J.

E. Decorative street lights will be installed on the public streets on the Property. The decorative street lights to be installed on the public streets on the Property shall be the decorative street lights depicted on Exhibit K attached hereto or another type of decorative street light approved by the Development Administrator.

F. Landscape enhancements shall be installed at the entrances to the multi-family parking lots to ensure the screening of the parking lots from the adjacent public streets, and such landscape enhancements will be shown on the landscape plan submitted for permitting.

6. Greenway and Open Space.

A. Greenway trails will be constructed on the Property as shown on the trail and sidewalk exhibit attached hereto as Exhibit L and incorporated herein by reference. The greenway trails shall meet the applicable standards set out in the Town of Stallings Parks, Recreation and Greenway Master Plan, which standards are set out on Exhibit L.

B. An on street trailhead will be constructed by Developer on the Primary Entrance Road at the signalized intersection of Idlewild road and the Primary Entrance Road as depicted on the Concept Plan. The trailhead will be constructed and bonded as part of the widening of the Primary Entrance Road described above.

C. Greenway trails and signage will be built to Town specifications and installed at Developer's expense. Each greenway trail designated as a "Public Greenway Trail" on Exhibit L shall be donated to the Town at no cost to the Town and placed into the Town's trail maintenance system. Each Public Greenway Trail shall be constructed and completed by Developer prior to the issuance of the fiftieth (50<sup>th</sup>) certificate of occupancy for a single family attached dwelling unit constructed on the Property.

D. Open space shown on the Concept Plan to be constructed on the Property shall comply with the open space requirements of the Ordinance.

E. A buffer shall be installed on Development Area B between a multi-family building and the adjacent Vickery neighborhood in the location depicted on Exhibit M attached hereto and incorporated herein by reference. The buffer shall comply with the standards set out on Exhibit M and it shall achieve 90% opacity (Type A buffer).

7. Trash Removal

A. Dumpster pick up will occur between the hours of 8:00 am and 6:00 pm only.

8. Architectural standards

A. Height, lot dimensions and densities are established by this Agreement and the Ordinance.

B. Architectural standards for the multi-family buildings to be constructed on the Property are depicted and set out on the building elevation drawings attached hereto as Exhibit N and incorporated herein by reference. Minor revisions or modifications to the architectural standards must be approved by the Development Administrator and the Planning Board.

C. The minimum floor to ceiling height for each floor of the multi-family buildings to be constructed on the Property shall be 9 feet.

D. Building elevations for the single family attached dwelling units must be reviewed and approved by the Development Administrator, Planning Board and Town Council prior to the approval of preliminary plans for Development Area A to ensure the consistency of such elevations with the standards set out in Section 8.G below.

E. A fountain shall be installed within the storm water pond located on Development Area C to minimize the buildup of algae in such storm water pond and for aesthetic purposes. With respect to the storm water ponds to be located on the remainder of the Property, the buildup of algae may be minimized by stocking such storm water ponds with an appropriate species of fish. In the event that the stocking of a storm water pond with fish does not minimize the buildup of algae in such storm water pond as determined by the Town Engineer during the Town Engineer's annual inspection, then a fountain will be required to be installed in such storm water pond.

F. Single family attached dwelling units may have a maximum height in stories of three stories.

G. Additional architectural requirements for the buildings containing single family attached dwelling units are as follows:

Proposed architectural standards – Idlewild Mixed-Residential	
1.	Stoops, balconies, porches, and bay windows may encroach within front and corner side setbacks. No elements, including steps, shall project over the property line at the ground level.
2.	Corner/end townhome units located at the termination of a view corridor shall contain 4 symmetrical windows and enhanced landscaping. The windows may be faux windows or shutters. The corner/end townhome units to which this requirement applies are designated on <b>Exhibit O</b> attached hereto and incorporated herein by reference and the required enhanced landscaping is depicted on <b>Exhibit O</b> .
3.	Fences, garden walls, and hedges may be built on property lines or as a continuation of building walls. Maximum height 4 feet at street frontage, 8 feet at interior side and rear.
4.	Porch depth shall be a minimum of 5 feet.
5.	First floor minimum elevation shall be 18" above sidewalk as measured at the center of the townhome unit.
6.	A minimum of 18 inches of the base of the building wall shall be clad in brick or stone.
7.	Exterior walls shall be finished in cementitious siding, stucco, brick or stone or combinations of the foregoing.
8.	Walls may be built of no more than two materials and shall only change material along a horizontal line, typically at a floor line or a gable end, with the heavier material below the lighter.
9.	Chimneys shall be finished with brick, stone or stucco and shall be a minimum 2:1 proportion in plan and capped to conceal spark arresters. Fireplace enclosures and chimneys shall extend to the ground.
10.	Porches, columns, posts, spindles, balusters shall be made of wood. Porches may be enclosed with glass or screen of a maximum of 30% of their length.
11.	Stoops will be made of wood, brick or concrete. If concrete, a stoop will have brick, stone or stucco foundation walls.
12.	Decks shall be located in rear yards only and shall be painted or stained.

13.	The following shall be located in rear yards only provided they are not visible from the fronting street or a public right of way: a) HVAC equipment b) Utility meters c) Satellite dishes d) Permanent grills e) Permanent play equipment f) Hot tubs HVAC and utility meters may be located in a side yard if screened from view and no closer than 5 feet from side property lines.
14.	Porch piers shall be a minimum of 8" x 8". A wooden porch pier shall have a base cap at the bottom of the wooden pier (e.g., where the wooden porch pier ties into the surface of the porch) that provides protection from the elements.
15.	Wood elements must be painted or stained with an opaque or semi-solid stain, except walking surfaces may be left natural.
16.	Roofs shall be clad in corrugated 5v crimp or standing seam galvanized steel, galvaline, or copper, asphaltic or fiberglass shingles shall be architectural grade.
17.	Principle roofs shall be a symmetrical gable or hip with a solo of 6:12 to 10:12, unless otherwise agreed upon through the development agreement process.
18.	Interior ceilings will have a minimum height of 9' on the first floor of a multi-story townhome unit.
19.	Windows shall be encased. Attached hereto as <b>Exhibit P</b> and incorporated herein by reference is a representative photograph of a window that meets this requirement. Soffits may be clad in vinyl.
20.	Eaves which overhang less than 8" shall be closed soffit. Eaves which overhang more than 16' shall have exposed rafters. Eaves which overhang 8' and 16' shall have either a closed soffit or exposed rafters. Rafter tails may not exceed 8" in depth.
21.	Doors shall be clad or made of wood, glass, fiberglass or steel. Doors shall be painted or stained.
22.	Bay windows shall be made of trim lumber with corner trim no less than 6".
23.	Shutters shall be fiberglass composite or painted wood.
24.	Storm windows and screens shall be integral with the window.
25.	Front doors, including the entry door to the porch on a side yard shall be located on the frontage line.
26.	Garage doors on each unit shall be carriage style garage door and the garage door will contain hardware. Garage doors shall be painted or stained. Attached hereto as <b>Exhibit Q</b> and incorporated herein by reference is a representative photograph of a garage door meets this requirement.

9. 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 R attached hereto and incorporated herein by reference, and are in a binder on file with the Town.

10. 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.

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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).

17. 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 homeowner or builder in the

Development 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.

18. 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: Douglas I. Marsh and Teri Thomas Marsh  
15120 Idlewild Road  
Stallings, North Carolina 28104

Danny E. Price and Robin C. Price  
14812 Boyd Funderburk Drive  
Matthews, NC 28104

Dee L. Rittenour and Patricia A. Rittenour  
14809 Boyd Funderburk Drive  
Matthews, NC 28104

Gerald Lee Funderburk and Robin Funderburk  
14910 Boyd Funderburk Drive  
Matthews, NC 28104

19. 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.

20. 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.



21. 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.

22. Excluded Property. Notwithstanding anything contained herein to the contrary, the following property that is conveyed by Developer to a third party shall not be subject to or encumbered or burdened by this Agreement:

A. A lot containing a single family attached dwelling unit for which a certificate of occupancy has been issued.

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 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:

\_\_\_\_\_  
Douglas I. Marsh

\_\_\_\_\_  
Teri Thomas Marsh

\_\_\_\_\_  
Danny E. Price

\_\_\_\_\_  
Robin C. Price

\_\_\_\_\_  
Dee L. Rittenour

\_\_\_\_\_  
Patricia A. Rittenour

\_\_\_\_\_  
Gerald Lee Funderburk

\_\_\_\_\_  
Robin Funderburk

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

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Douglas I. Marsh and Teri Thomas Marsh

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

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

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

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

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

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Danny E. Price and Robin C. Price

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

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

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

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

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

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Dee L. Rittenour and Patricia A. Rittenour

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

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

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

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

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

I certify that the following persons personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Gerald Lee Funderburk and Robin Funderburk

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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"**

**Marsh Property**

EXHIBIT A  
Marsh Property

PID: 07075013B

Commencing at an iron rebar found along the southern boundary of Douglas Ivory Marsh, being Union County PID No. 07075010A90; Thence, S 81° 44' 46" W, 83.86 feet to an iron rebar found, also being the **POINT OF BEGINNING**;

Thence, S 81° 56' 57" E, 289.49 feet to an iron pipe found (bent);

Thence, S 81° 51' 16" W, 179.24 feet to an iron pipe found;

Thence, N 07° 40' 11" W, 243.17 feet to an iron rebar found;

Thence, S 64° 49' 23" E, 162.21 feet to an iron rebar set;

Thence, N 25° 11' 43" E, 92.22 feet to an iron rebar set;

Thence, S 75° 55' 02" E, 265.88 feet to an iron rebar set;

Thence, S 45° 37' 44" E, 123.50 feet to an iron rebar found;

Thence, S 42° 53' 41" W, 52.47 feet to the **POINT OF BEGINNING**;

Containing 86,966 Square Feet or 1.996 Acres.

EXHIBIT A - CONTINUED

PID: 07075013B

Commencing at a computed point along the eastern boundary of Douglas Ivory Marsh, being Union County PID No. 07075010A90, said point lying S 44° 26' 15" W, 32.65 feet from a found PK nail; Thence, S 44° 26' 15" W, 989.61 feet to an iron rebar found, also being the **POINT OF BEGINNING**;

Thence, S 41° 04' 48" E, 310.10 feet to an iron pipe found (bent);

Thence, S 38° 13' 17" W, 706.60 feet to an iron rebar found;

Thence, S 37° 44' 33" W, 12.45 feet to a computed point;

Thence, S 30° 07' 30" W, 3.85 feet to a computed point;

Thence, N 64° 47' 23" W, 98.68 feet to a computed point;

Thence, N 69° 51' 18" W, 57.73 feet to a computed point;

Thence, N 76° 45' 09" W, 39.49 feet to a computed point;

Thence, N 80° 33' 47" W, 50.13 feet to a computed point;

Thence, N 87° 33' 10" W, 47.86 feet to a computed point;

Thence, S 89° 45' 00" W, 130.56 feet to a computed point;

Thence, S 88° 20' 29" W, 110.72 feet to a computed point;

Thence, N 87° 34' 00" W, 77.71 feet to a computed point;

Thence, N 87° 40' 21" W, 75.29 feet to a computed point;

Thence, N 58° 27' 05" W, 59.34 feet to a computed point;

Thence, N 40° 32' 48" W, 94.57 feet to a computed point;

Thence, N 62° 22' 53" W, 52.51 feet to a computed point;

Thence, N 73° 11' 52" W, 32.29 feet to a computed point;

Thence, N 43° 32' 53" W, 88.62 feet to a computed point;

Thence, N 88° 04' 00" W, 32.90 feet to a computed point;

Thence, N 43° 54' 21" W, 99.57 feet to a computed point;

Thence, N 34° 28' 34" W, 32.46 feet to a computed point;

Thence N 55° 23' 44" W, 47.61 feet to a computed point;  
Thence, N 30° 45' 52" W, 83.73 feet to a computed point;  
Thence, N 35° 34' 25" W, 86.77 feet to a computed point;  
Thence, N 49° 02' 18" W, 60.20 feet to a computed point;  
Thence, N 81° 52' 55" E, 486.12 feet to an iron rebar found;  
Thence, N 81° 53' 56" E, 441.14 feet to an iron pipe found;  
Thence, N 81° 51' 16" E, 179.24 feet to an iron pipe found (bent);  
Thence, N 81° 56' 57" E, 289.49 feet to an iron rebar found;  
Thence, N 81° 44' 46" E, 51.00 feet to a computed point;  
Thence, N 81° 44' 46" E, 32.86 feet to the **POINT OF BEGINNING**;  
Containing 817,086 Square Feet or 18.758 Acres.

**EXHIBIT "B"**

**Price Property**

EXHIBIT B  
Price Property

PID: 07075011

Commencing at a computed point along the western boundary of Gerald Lee Funderburk as recorded in Deed Book 1139, Page 451 of the Union County Register of Deeds; Thence, S 08° 26' 27" E, 52.18 feet to a computed point, also being the **POINT OF BEGINNING**;

Thence, S 07° 25' 51" E, 143.44 feet to an iron rebar found;

Thence, S 07° 42' 01" E, 565.67 feet to an iron rebar found;

Thence, S 07° 40' 11" E, 243.17 feet to an iron pipe found;

Thence, S 81° 53' 56" W, 441.14 feet to an iron rebar found;

Thence, N 01° 29' 50" E, 376.38 feet to an iron rebar found;

Thence, N 08° 20' 42" W, 294.09 feet to an iron rebar found;

Thence, N 45° 20' 26" E, 481.92 feet to the **POINT OF BEGINNING**;

Containing 320,275 Square Feet or 7.352 Acres.

**EXHIBIT "C"**

**Rittenour Property**

EXHIBIT C

Rittenour Property

PID: 07075011B

Commencing at a computed point, the northern-most corner of Danny E. Price and Robin C. Price, being Union County PID No. 07075011; Thence, S 45° 20' 26" W, 481.92 feet to an iron rebar found, also being the **POINT OF BEGINNING**;

Thence, S 08° 20' 42" E, 294.09 feet to a point on an iron rebar found;

Thence, S 01° 29' 50" W, 376.38 feet to a point on an iron rebar found;

Thence, S 81° 52' 55" W, 486.12 feet to a computed point;

Thence, N 49° 02' 18" W, 10.65 feet to an iron pipe found;

Thence, N 41° 39' 21" W, 51.39 feet to a computed point;

Thence, N 46° 09' 25" W, 50.05 feet to a computed point;

Thence, N 46° 03' 11" W, 95.54 feet to a computed point;

Thence, N 45° 17' 21" E, 837.94 feet to the **POINT OF BEGINNING**;

Containing 257,864 Square Feet or 5.920 Acres.



**EXHIBIT "D"**

**Gerald Lee and Robin Funderburk Property**

EXHIBIT D

Gerald Lee and Robin Funderburk Property

PID: 07075013

Commencing at an existing concrete monument found along the northern boundary of Gerald Lee Funderburk as recorded in Deed Book 9912, page 763 of the Mecklenburg County Register of Deeds; Thence, S 78° 34' 19" E, 20.90 feet to a computed point, also being the **POINT OF BEGINNING**;

Thence, S 78° 34' 19" E, 75.76 feet to an iron rebar set;

Thence, S 47° 01' 13" W, 131.47 feet to an iron pipe found;

Thence, S 36° 41' 44" E, 287.96 feet to an iron rebar set;

Thence, S 63° 32' 52" W, 25.56 feet to an iron rebar found;

Thence, S 63° 32' 52" W, 620.91 feet to an iron rebar found;

Thence, N 07° 25' 51" W, 143.44 feet to a computed point;

Thence, N 08° 26' 27" W, 52.18 feet to a computed point;

Thence N 46° 37' 53" E, 625.69 feet to the **POINT OF BEGINNING**;

Containing 160,885 Square Feet or 3.693 Acres.

**EXHIBIT "E"**

**Property**

EXHIBIT E

Property

Commencing at an existing concrete monument found along the southern margin of the variable width public right-of-way of Boyd Funderburk Drive, also being the northern boundary of Gerald Lee Funderburk as recorded in the Mecklenburg County Register of Deeds in Deed Book 9912, Page 763;

Thence, S 78° 34' 19" E for 20.90 feet to a computed point at the intersection of the Mecklenburg/Union county line and the northern boundary Gerald Lee Funderburk as recorded in the Union County Register of Deeds in Deed Book 1139, Page 451 and being the **POINT OF BEGINNING** of the tract herein described;

Thence, along and with northern boundary of Funderburk, S 78° 34' 19" E for 75.76 feet to an iron rod set, being a common corner with XON I LLC as recorded in Deed Book 1983, Page 6446;

Thence, along and with boundaries of XON I LLC, S 47° 01' 13" W for 131.47 feet to an iron pipe found;

Thence, S 36° 41' 44" E for 287.96 feet to an iron rod set, being a common corner with CAH Holdings LLC as recorded in Deed Book 5226, Page 787;

Thence, along and with western boundary of CAH Holdings LLC, S 63° 32' 52" W for 25.56 feet to an iron rod found, being a common corner with Idlewild Phase I Retail Investors LLC as recorded in Deed Book 7129, Page 511;

Thence, along and with western boundary of Idlewild Phase I Retail Investors LLC, S 63° 32' 52" W for 620.91 feet to an iron rod found, being a common corner with Danny E. Price and Robin C. Price as recorded in Deed Book 417, Page 119;

Thence, along and with common boundary of Idlewild Phase I Retail Investors LLC and Price, S 07° 42' 01" E for 565.67 feet to an iron rod found, being a common corner with Doug Marsh and Teri Thomas Marsh as recorded in Deed Book 3420, Page 619;

Thence, along and with common boundary of Idlewild Phase I Retail Investors LLC and Marsh the following five (5) courses and distances;

- (1) S 64° 49' 23" E for 162.21 feet to an iron rod set; Thence,
- (2) N 25° 11' 43" E for 92.22 feet to an iron rod set; Thence,
- (3) S 75° 55' 02" E for 265.88 feet to an iron rod set; Thence,
- (4) S 45° 37' 44" E for 123.50 feet to an iron rod found; Thence,

(5) S 42° 53' 41" W for 52.47 feet to an iron rod found;

Thence, continuing along the boundaries of Marsh the following six (6) courses and distances;

(1) N 81° 44' 46" E for 51.00 feet to a computed point; Thence,

(2) N 81° 44' 46" E for 32.86 feet to an iron rod found; Thence,

(3) S 41° 04' 48" E for 310.10 feet to a bent iron pipe; Thence,

(4) S 38° 13' 17" W for 706.60 feet to pon rod found; Thence,

(5) S 37° 44' 33" W for 12.45 feet to a computed point; Thence,

(6) S 30° 07' 30" W for 3.85 feet to a computed point near the centerline of Crooked Creek;

Thence, along and with the centerline of Crooked Creek the following fifteen (15) courses and distances;

(1) N 64° 47' 23" W for 98.68 feet to a computed point; Thence,

(2) N 69° 51' 18" W for 57.73 feet to a computed point; Thence,

(3) N 76° 45' 09" W for 39.49 feet to a computed point; Thence,

(4) N 80° 33' 47" W for 50.13 feet to a computed point; Thence,

(5) N 87° 33' 10" W for 47.86 feet to a computed point; Thence,

(6) S 89° 45' 00" W for 130.56 feet to a computed point; Thence,

(7) S 88° 20' 29" W for 110.72 feet to a computed point; Thence,

(8) N 87° 34' 00" W for 77.71 feet to a computed point; Thence,

(9) N 87° 40' 21" W for 75.29 feet to a computed point; Thence,

(10) N 58° 27' 05" W for 59.34 feet to a computed point; Thence,

(11) N 40° 32' 48" W for 94.57 feet to a computed point; Thence,

(12) N 62° 22' 53" W for 52.51 feet to a computed point; Thence,

(13) N 73° 11' 52" W for 32.29 feet to a computed point; Thence,

(14) N 43° 32' 53" W for 88.62 feet to a computed point; Thence,

(15) N 88° 04' 00" W for 32.90 feet to a computed, a common corner with Stallings Farming LLC as recorded in Deed Book 5932, Page 590;

Thence, continuing along and with the centerline of Crooked Creek the following six (6) courses and distances;

(1) N 43° 54' 21" W for 99.57 feet to a computed point; Thence,

(2) N 34° 28' 34" W for 32.46 feet to a computed point; Thence,

(3) N 55° 23' 44" W for 47.61 feet to a computed point; Thence,

(4) N 30° 45' 52" W for 83.73 feet to a computed point; Thence,

(5) N 35° 34' 25" W for 86.77 feet to a computed point; Thence,

(6) N 49° 02' 18" W for 70.85 feet to an iron rod found, a common corner of Dee L. Rittenour and Patricia A. Rittenour as recorded in Deed Book 626, Page 798 and PCM Holdings LLC as recorded in Deed Book 27880, Page 560; Thence, continuing along and with the centerline of Crooked Creek the following four (4) courses and distances;

(1) N 41° 39' 21" W for 51.39 feet to a computed point; Thence,

(2) N 46° 09' 25" W for 50.05 feet to a computed point; Thence,

(3) N 46° 03' 11" W for 95.54 feet to a computed point near the centerline of Crooked Creek, a common corner with Jerry M. Funderburk and Irma L. Funderburk as recorded in Deed Book 5164, Page 521;

Thence, departing the centerline of Crooked Creek and along and with the common boundaries of Funderburk and Rittenour, N 45° 17' 21" E for 837.94 feet to iron rod found, being a common corner with the Price;

Thence, along and with common boundary of Price, N 45° 20' 26" E for 481.92 feet to computed point along the common boundary of Funderburk;

Thence, along and with the common boundary of Funderburk, N 08° 26' 27" W for 52.18 feet to computed point along the common boundary of Mecklenburg County and Union County;

Thence, along and with the common boundary of Mecklenburg County and Union County, N 46° 37' 53" E for 625.68 feet to the **POINT OF BEGINNING**, containing 1,643,076.00 square feet or 37.719 acres.

**EXHIBIT "F"**

**Concept Plan**



**DEVELOPMENT SUMMARY**

MATTHEWS:

FRONT LOAD: 49

REAR LOAD: 66

TOTAL: 115  
A MAXIMUM OF 121  
UNITS ARE ALLOWED

STALLINGS:

REAR LOAD: 148

TOTAL: 148  
A MAXIMUM OF 150  
UNITS ARE ALLOWED

APARTMENTS: 270 TOTAL  
IN 7 BUILDINGS

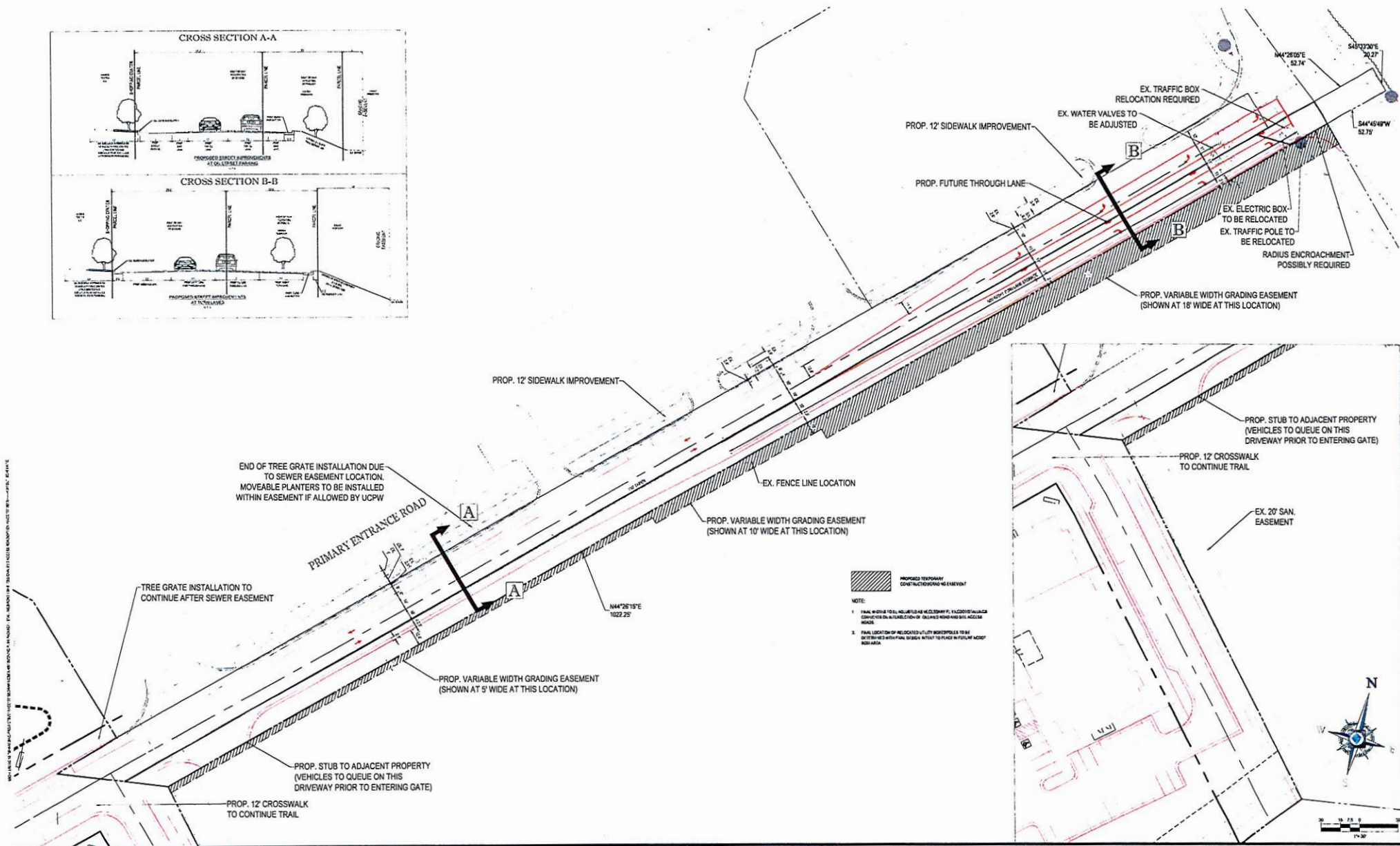
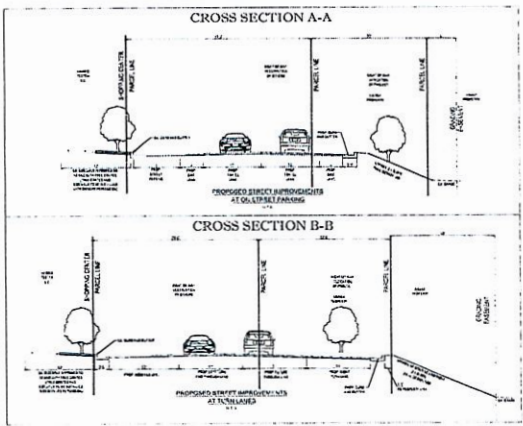
TOTAL NUMBER OF  
TOWNHOMES

FRONT LOAD (26' WIDTH): 49  
REAR LOAD MATTHEWS: (22' WIDTH): 66  
REAR LOAD STALLINGS: (20' WIDTH): 148  
TOTAL: 263  
MAX TOTAL: 271



**EXHIBIT "G"**

**Four Lane Primary Entrance Road Cross Section**

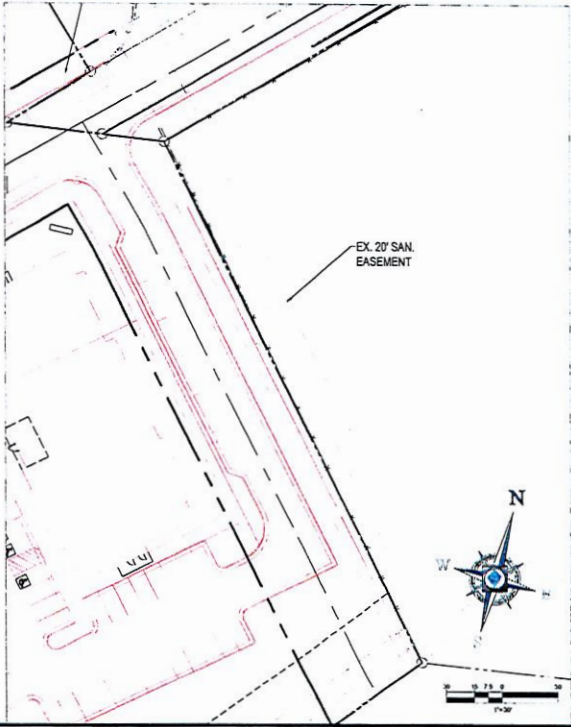
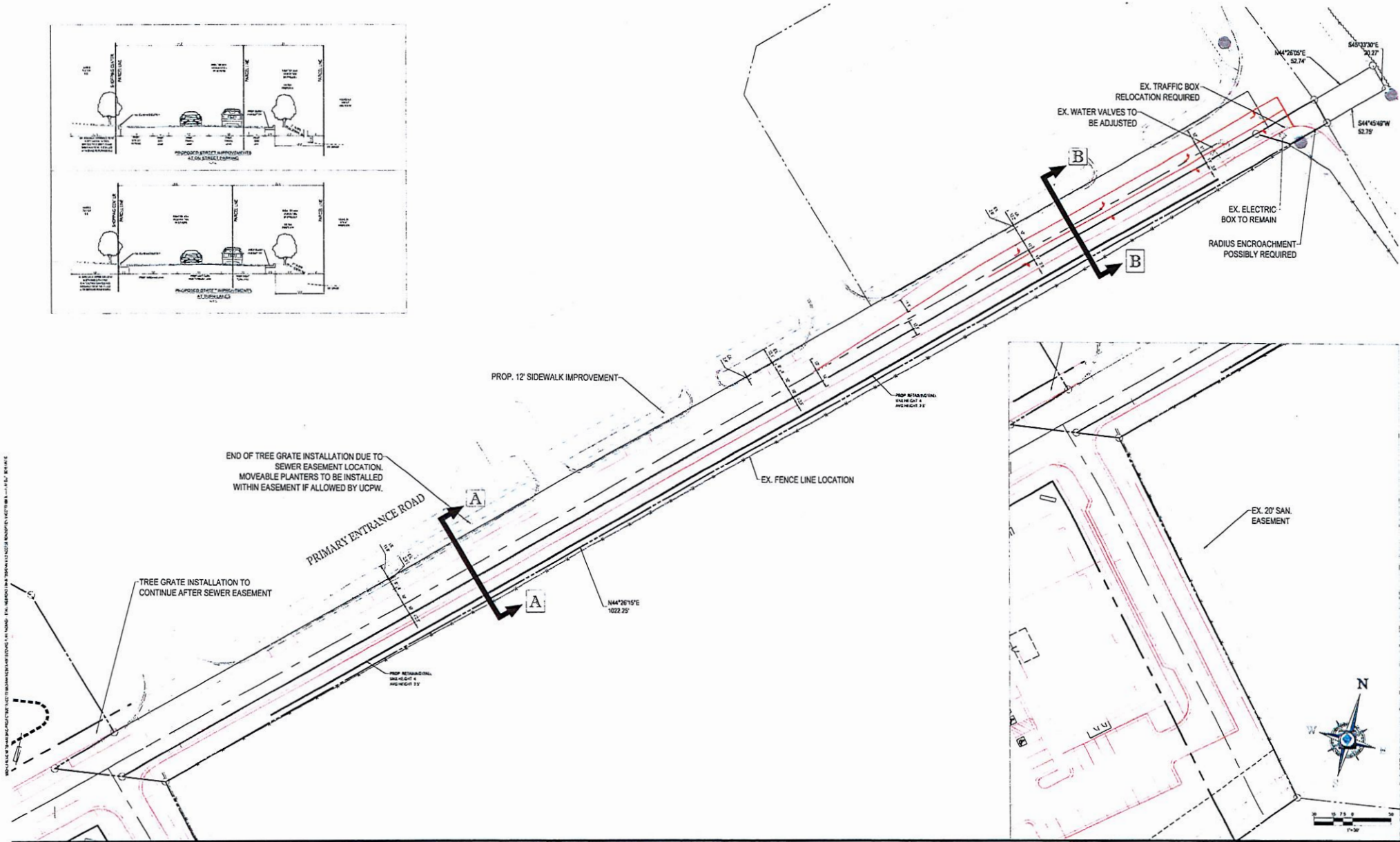
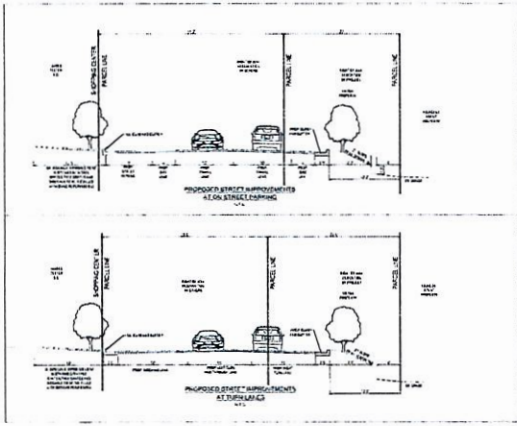


# IDLEWILD RESIDENTIAL EXHIBIT G

STALLINGS PRIMARY ENTRANCE EXHIBIT  
MATTHEWS/STALLINGS, NC

**EXHIBIT "H"**

**Three Lane Primary Entrance Road Cross Section**



**BOHLER**  
ENGINEERING NC, PLLC  
1817 S TRYON STREET SUITE 210 CHARLOTTE, NC 28203  
PHONE: (704) 212-0440 FAX: (704) 212-0441  
THE SEVERAL THYON DESIGN AND CONCEPT OF THIS PLAN AND CONCEPTUAL DESIGN AND BE SUBJECT TO MEDICAL AND  
PLANNING REVIEW AND THE REVISIONS TO THE PLAN AND CONCEPTUAL DESIGN AND BE SUBJECT TO MEDICAL AND  
PLANNING REVIEW AND CONSTRUCTION PLANS © BOHLER ENGINEERING, P.C.

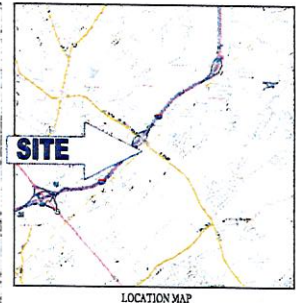
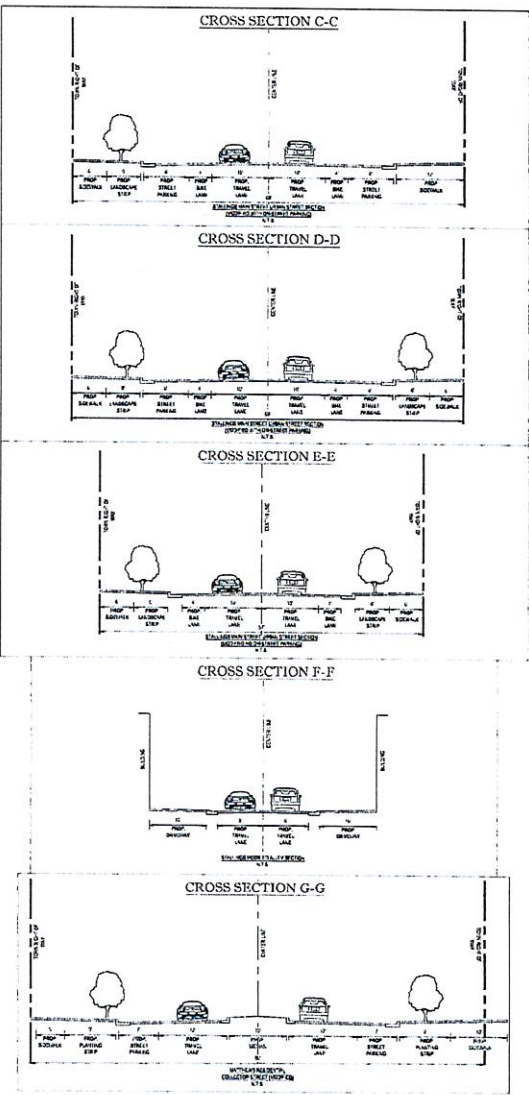
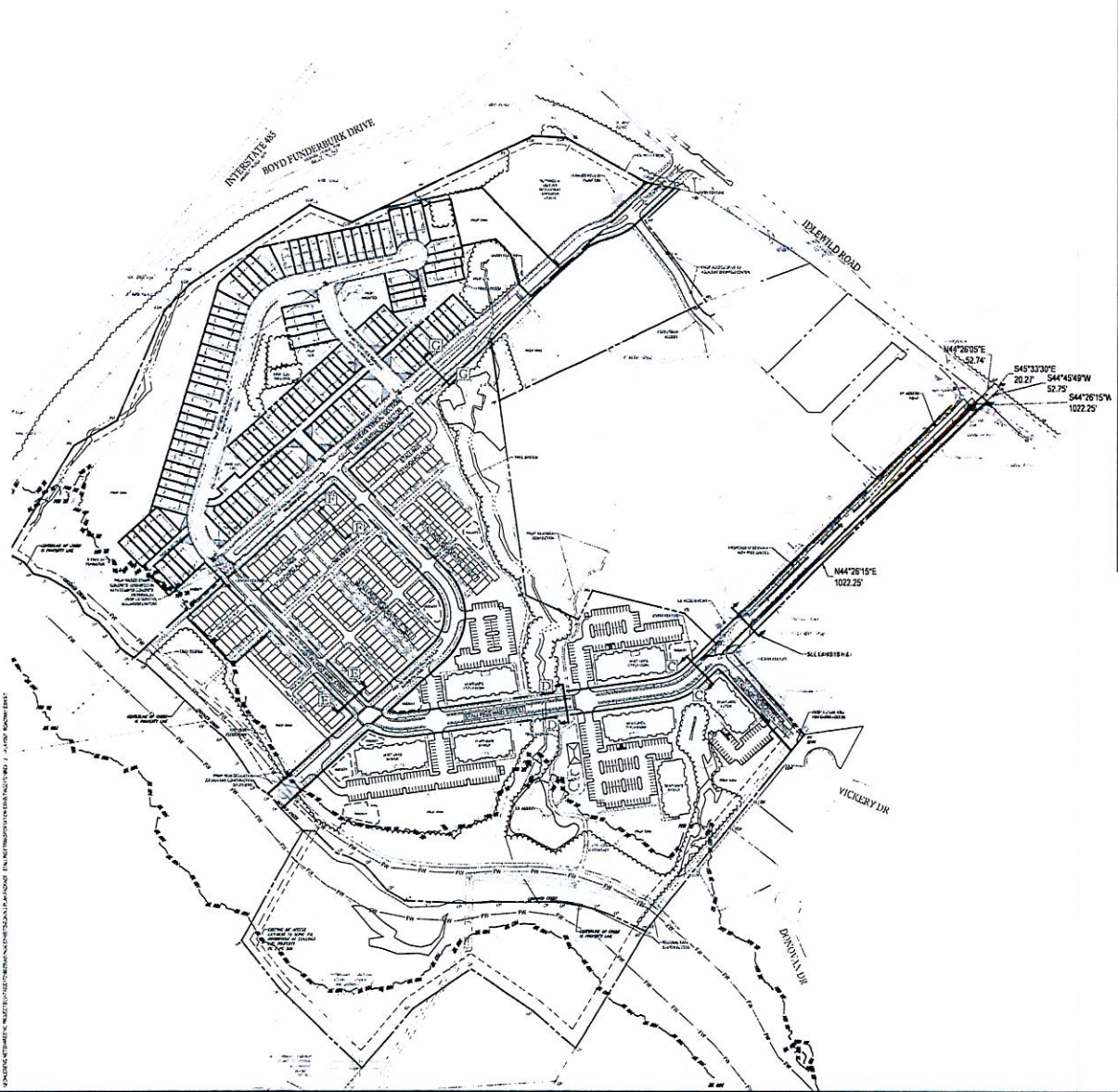
# IDLEWILD RESIDENTIAL EXHIBIT H

STALLINGS PRIMARY ENTRANCE EXHIBIT  
MATTHEWS/STALLINGS, NC

5/8/19 | ODR | H00172382

**EXHIBIT "I"**

**Internal Street Cross Sections**



**BOHLER**  
ENGINEERING NC, PLLC  
1507 S. TAYLOR STREET, SUITE 300 CHARLOTTE, NC 28203  
PHONE: (800) 272-3460 FAX: (800) 272-3461

**IDLEWILD RESIDENTIAL EXHIBIT I**  
INTERNAL STREET CROSS SECTION EXHIBIT  
MATTHEWS/STALLINGS, NC



5/8/19 COR | NCC172186

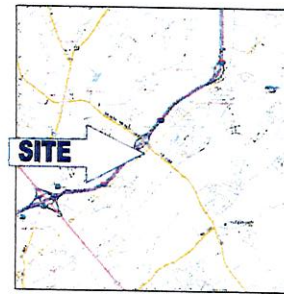
**EXHIBIT "J"**

**Enhanced Stream Crossing, Stamped Asphalt Cross Walks and  
Stamped Accent Concrete Cross Walk**

INTERSTATE 485  
BOYD FUNDERBURK DRIVE

IDLEWILD ROAD

VICKERY DR



**BOHLER**  
ENGINEERING NC, PLLC

# IDLEWILD RESIDENTIAL EXHIBIT J

STALLINGS SITE FEATURES EXHIBIT  
MATTHEWS/STALLINGS, NC

1917 S. TRENCH STREET, SUITE 310 CHARLOTTE, NC 28203  
PHONE: (704) 212-2000 FAX: (704) 212-2044

05/6/19 | OOR | NCC172186



**EXHIBIT "K"**

**Decorative Street Lights**

# Streetworks

## DESCRIPTION

The ACN/ARC/CLB Generation Series is a marriage of traditional shapes and contemporary styling. Its superior photometrics offer excellent illumination and uniformity for many of today's applications. Its styling blends well in many settings – historic districts, downtown streetscapes, roadways, residential neighborhoods, as well as city parks and educational institutions. The Generation Series sets a new standard for decorative post top luminaires.

Catalog #		Type
Project		
Comments		Date
Prepared by		

## SPECIFICATION FEATURES

### Construction

**HOUSING:** Heavy-duty cast aluminum housing and removable door. A single quarter turn fastener on the removable door provides tool-less access to wiring compartment. **CAGE ASSEMBLIES:** Cage assembly uprights and medallions are manufactured of heavy-duty cast aluminum and mounted to the exterior of the base housing via four stainless steel fasteners. Cage rings constructed of extruded aluminum and finished to match housing. **TOPS AND FINIALS:** Choose from multiple spun aluminum or acrylic tops and cast aluminum finials for customized fixture style. All solid tops are made of heavy-duty spun aluminum. **TWISTLOCK GLOBE:** The optional twistlock assembly offers ease of maintenance through instant access to both the lamp and ballast cover by twisting the top refractor assembly and lifting it from the mating lock plate.

### Electrical

HID ballast assembly mounted to a tool-less removable tray with quick disconnects for ease of installation and maintenance. Wide tool-less access door provides ample hand and tool room for terminal block and plug-in starter access. Available with HID sources up to 320W pulse start metal halide or 250W high pressure sodium.

### Optical

**REFRACTIVE GLOBE:** High efficiency refractive optical systems constructed of lighting grade acrylic, or optional polycarbonate. Precisely designed utilizing a combination of refractive and reflective prisms to create Type III or Type V distributions while maintaining a consistent exterior form. HID lighting grade acrylic ensures long lasting optical clarity and resistance to the gradual discoloration that results from exposure to sunlight or UV radiating sources.

### Mounting

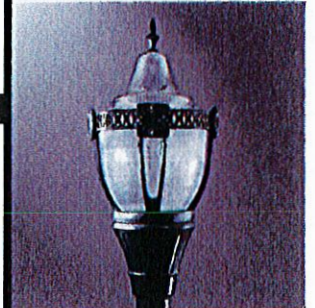
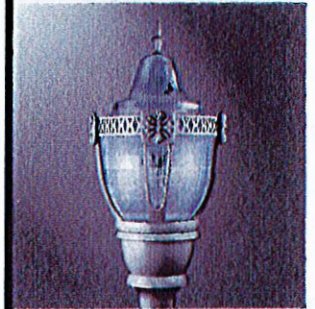
Base casting slipfits over a standard 3" O.D. tenon and secured via four stainless steel allen head fasteners. 3G vibration tested.

### Finish

Cast and spun components finished in a five-stage premium TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Consult your Streetworks representative for a complete selection of standard colors including black, bronze, grey, white, dark platinum, graphite metallic and hartford green. RAL and custom color matches available.

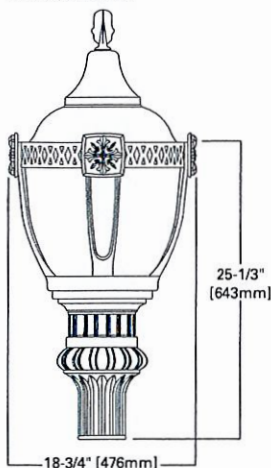
### Efficiency Standards Notice

Select luminaires are manufactured to USA and California efficiency regulations. Ordering information for these territories is provided. The installer is responsible for installation to comply with these regulations.

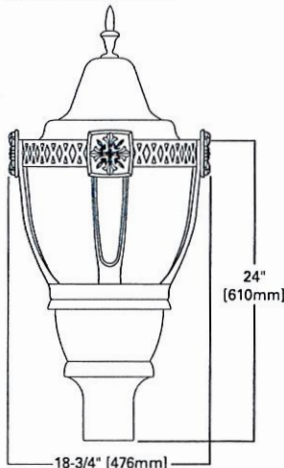


## DIMENSIONS

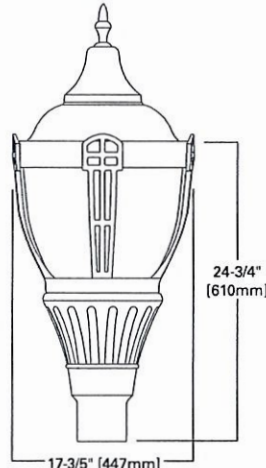
ACN (Acorn Base)



ARC (Architectural Base)



CLB (Classical Base)



## ACN/ARC/CLB GENERATION SERIES

70 - 320W

Pulse Start Metal Halide

50 - 250W

High Pressure Sodium

DECORATIVE POST TOP  
LUMINAIRE

### EPA

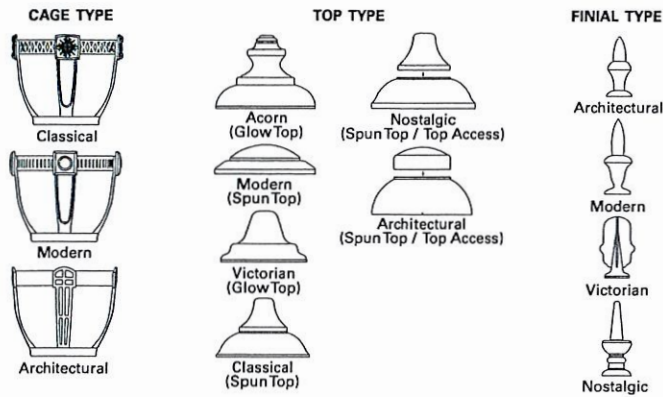
Effective Projected Area:  
2.1 Square Feet

### SHIPPING DATA

Approximate Net Weight:  
50 lbs. (23 kgs.)

## IDLEWILD RESIDENTIAL EXHIBIT K

CONFIGURATIONS



ORDERING INFORMATION

Sample Number: ACN17PWW3322BK

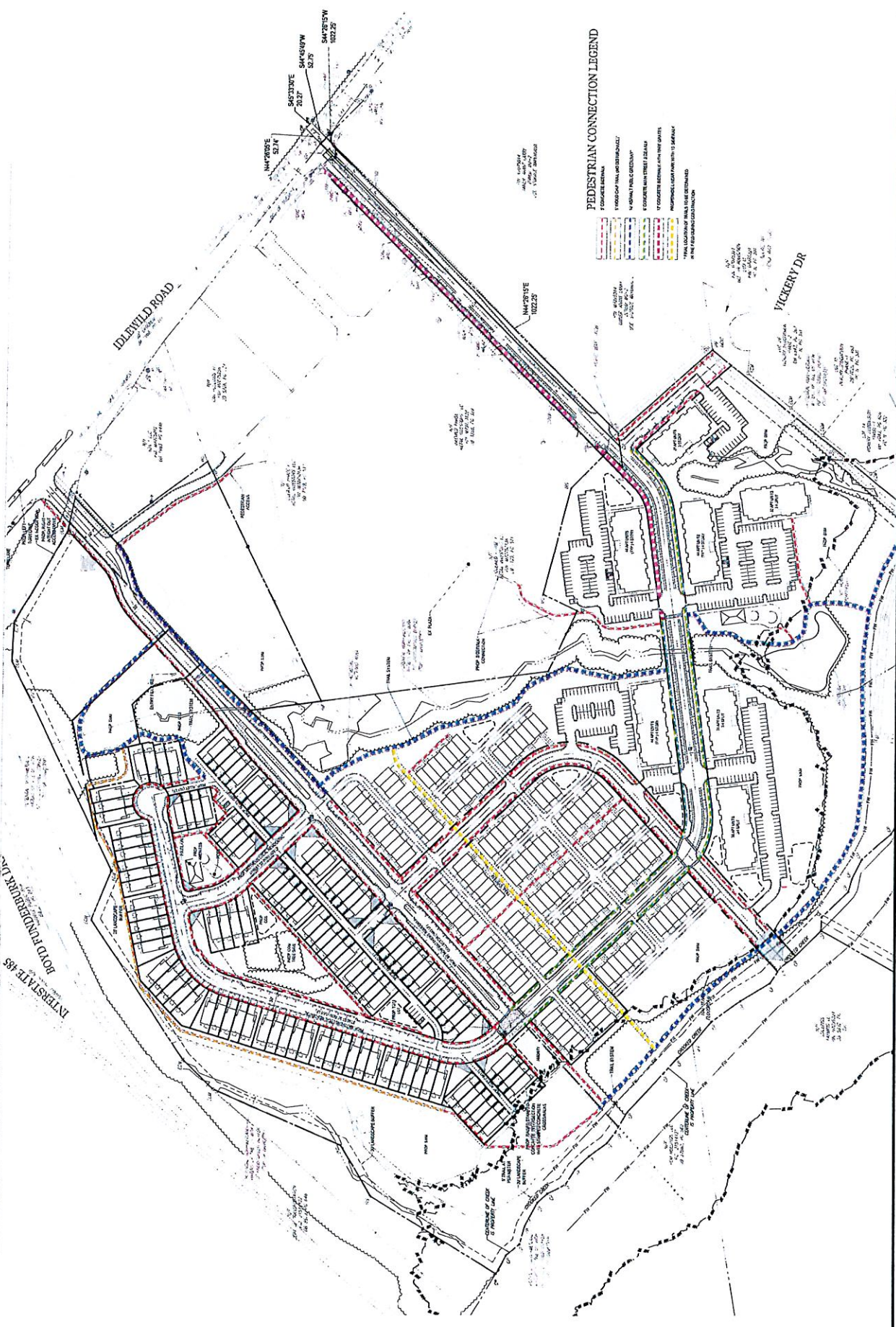
Product Family <sup>1</sup>	Lamp Wattage <sup>2</sup>	Lamp Type <sup>3</sup>	Ballast Type <sup>3</sup>	Voltage <sup>3</sup>	Refractor Type	Cage Type <sup>9</sup>	Top Type	Finial Type
ACN=Acorn Base ARC=Architectural Base CLB=Classical Base	<b>Pulse Start Metal Halide</b> 70=70W 10=100W 15=150W 25=250W 32=320W  <b>High Pressure Sodium</b> 50=50W 70=70W 10=100W 15=150W 25=250W	P=Pulse Start Metal Halide S=High Pressure Sodium	H=Reac./HPF K=10kV CWA <sup>4</sup> N=Hi.Reac./NPF P=Hi.Reac./HPF <sup>5</sup> R=Reac./NPF <sup>4</sup> W=CWA <sup>7</sup>	2=120V 0=208V 4=240V 7=277V 8=480V <sup>8</sup> 9=347V W=Multi-Tap wired 120V N=Multi-Tap wired 277V	33=Type III 55=Type V	<b>Classical</b> 1=Classical A=Classical Sun Gold B=Classical Antique Gold C=Classical Colonial Bronze <b>Modern</b> 2=Modern D=Modern Sun Gold E=Modern Antique Gold F=Modern Colonial Bronze <b>Architectural</b> 3=Architectural G=Architectural Sun Gold H=Architectural Antique Gold J=Architectural Colonial Bronze X=None	1=Acorn 2=Modern 3=Victorian 4=Classical 6=Nostalgic (Top Access) 7=Architectural (Top Access)	1=Victorian 2=Modern 3=Architectural 4=Nostalgic X=None
<b>Color</b>	<b>Options (Add as Suffix)</b>				<b>Accessories (Order Separately)</b>			
AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GN=Hartford Green GM=Graphite Metallic WH=White	1=Single Fuse (120, 277 or 347V. Specify Voltage) 2=Double Fuse (208, 240 or 480V. Specify Voltage) 4=NEMA Photocontrol Receptacle A=Twistlock Globe R=Downlight Reflector L=Lamp Included B=Decorative Brass Banding <sup>10</sup> C=Copper Accents U=UL/CSA Listed				AA2000=House Side Shield - Mogul-base Socket AA2001=House Side Shield - Medium-base Socket			

NOTES:

- Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.
- Medium-base pulse start metal halide is standard in 150W and below.
- Consult an Eaton representative for lamp/ballast type/voltage compatibility.
- Available 50-150W. 120/240V or single voltage only.
- Pulse start metal halide EISA compliant high reactance ballasts are available in 70, 100 and 150 watts.
- Available in 120V only.
- Pulse start metal halide EISA compliant constant wattage autotransformer (CWA) ballasts are available in 150, 250 and 320 watts.
- Pulse start metal halide 150W 480V requires high reactance to meet EISA requirements.
- Cage type painted to match housing.
- Available Acorn and Victorian tops only. Finial finished in gold.

**EXHIBIT "L"**

**Trails and Sidewalks**



**PEDESTRIAN CONNECTION LEGEND**

[Red Line]	CONCRETE
[Blue Line]	ASPHALT
[Yellow Line]	BRICK
[Green Line]	STONE
[Dashed Line]	WALKWAY
[Dotted Line]	WALKWAY
[Dashed Line]	WALKWAY
[Dotted Line]	WALKWAY
[Dashed Line]	WALKWAY
[Dotted Line]	WALKWAY

**IDLEWILD RESIDENTIAL EXHIBIT L**  
**MATTHEWS/STALLINGS, NC**

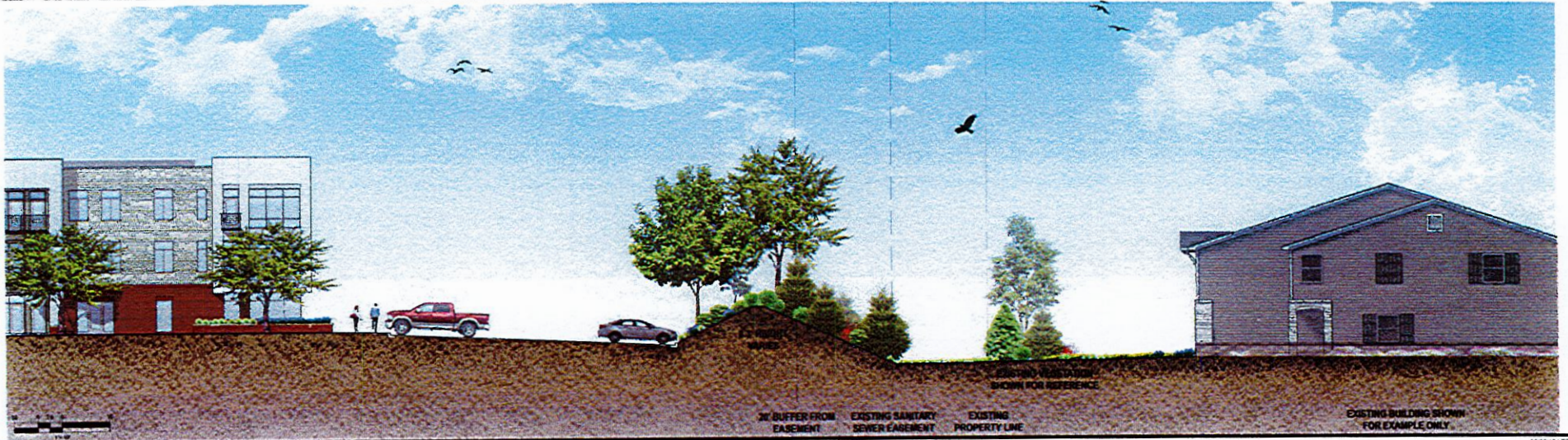
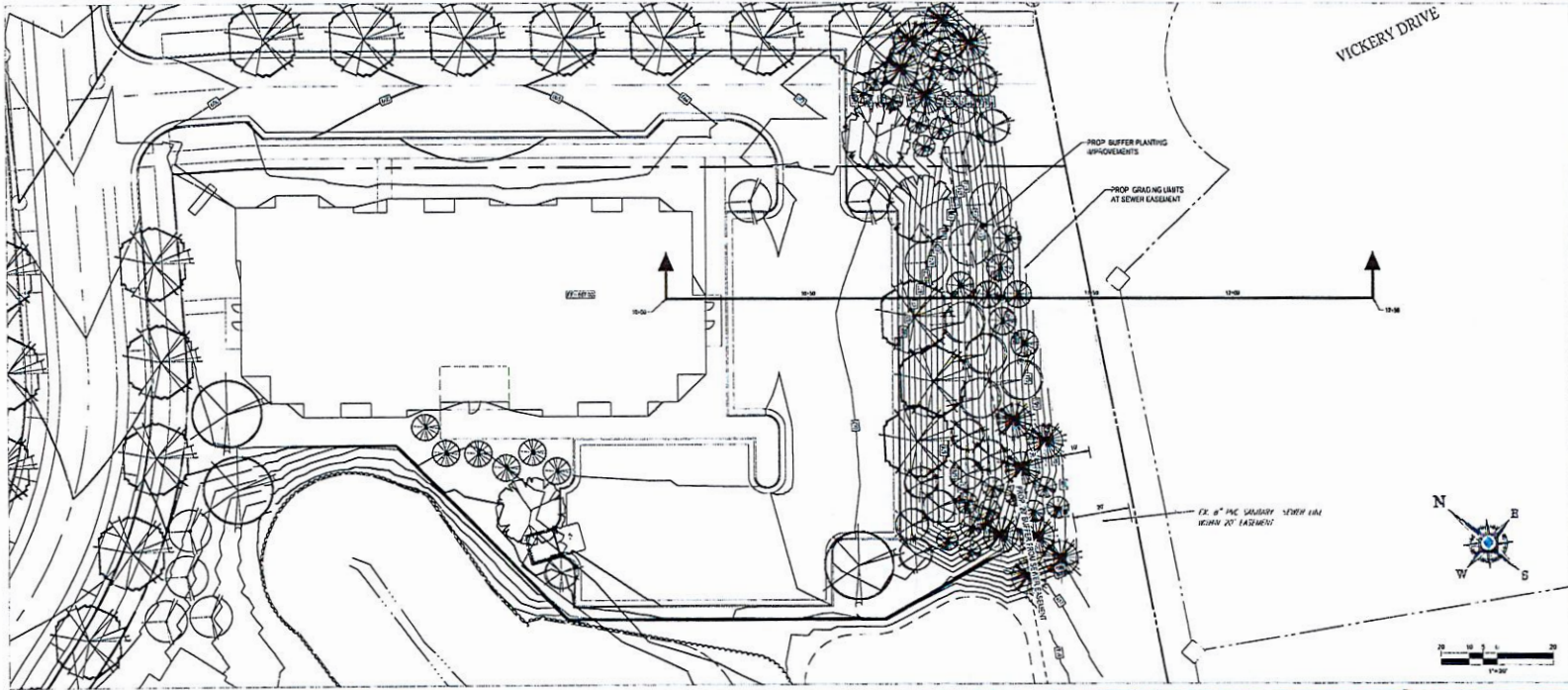
**BOHLER**  
**ENGINEERING NC, PLLC**  
 1015 E. BROAD STREET  
 SUITE 200  
 MATTHEWS, NC 27643  
 (919) 353-1100  
 www.bohlereng.com



SCALE: 1/8" = 1'-0"

**EXHIBIT "M"**

**Buffer**



**BOHLER**  
ENGINEERING NC, PLLC  
1017 S. BRYAN STREET, SUITE 310, DURHAM, NC 27603  
PHONE: (919) 212-3400 FAX: (919) 212-3401

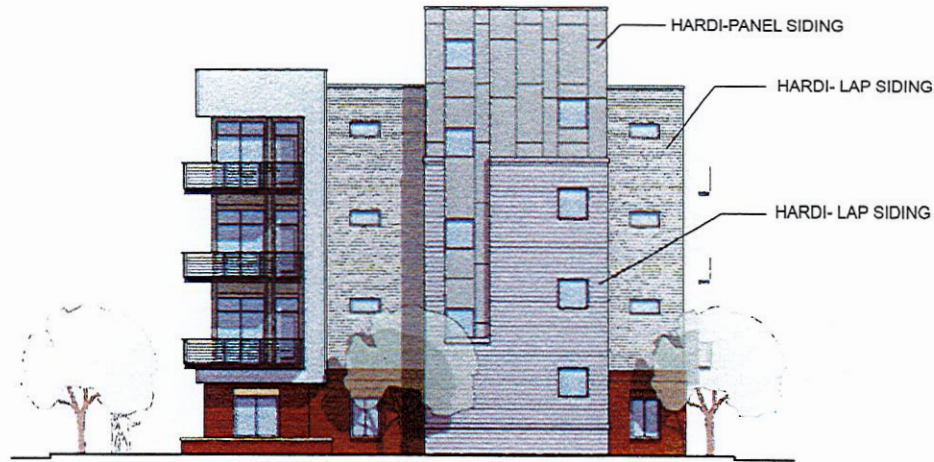
# IDLEWILD RESIDENTIAL EXHIBIT M

STALLINGS RESIDENTIAL BUFFER EXHIBIT  
STALLINGS, NC

**EXHIBIT "N"**

**Multi-Family Building Elevations**





Side Elevation w/ Stair Tower  
 3/32" = 1'-0"



Front Elevation  
 3/32" = 1'-0"

North 44 Property Management, LLC

Concept Elevations  
 January 31, 2019

IDLEWILD RESIDENTIAL EXHIBIT N  
 Matthews / Stallings, North Carolina

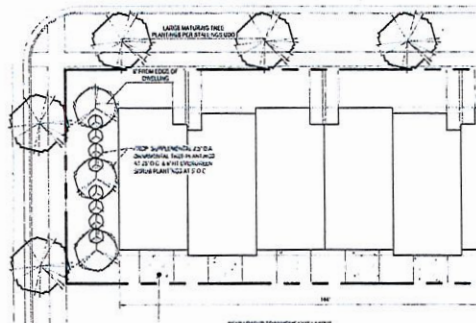


**BOHLER**  
 ENGINEERING NC, PLLC  
NCBELS P-1132  
 1927 S. TRYON STREET, SUITE 310 CHARLOTTE, NC 28203  
 PHONE: (800) 272-3400 FAX: (800) 272-3401



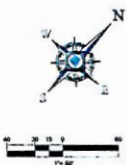
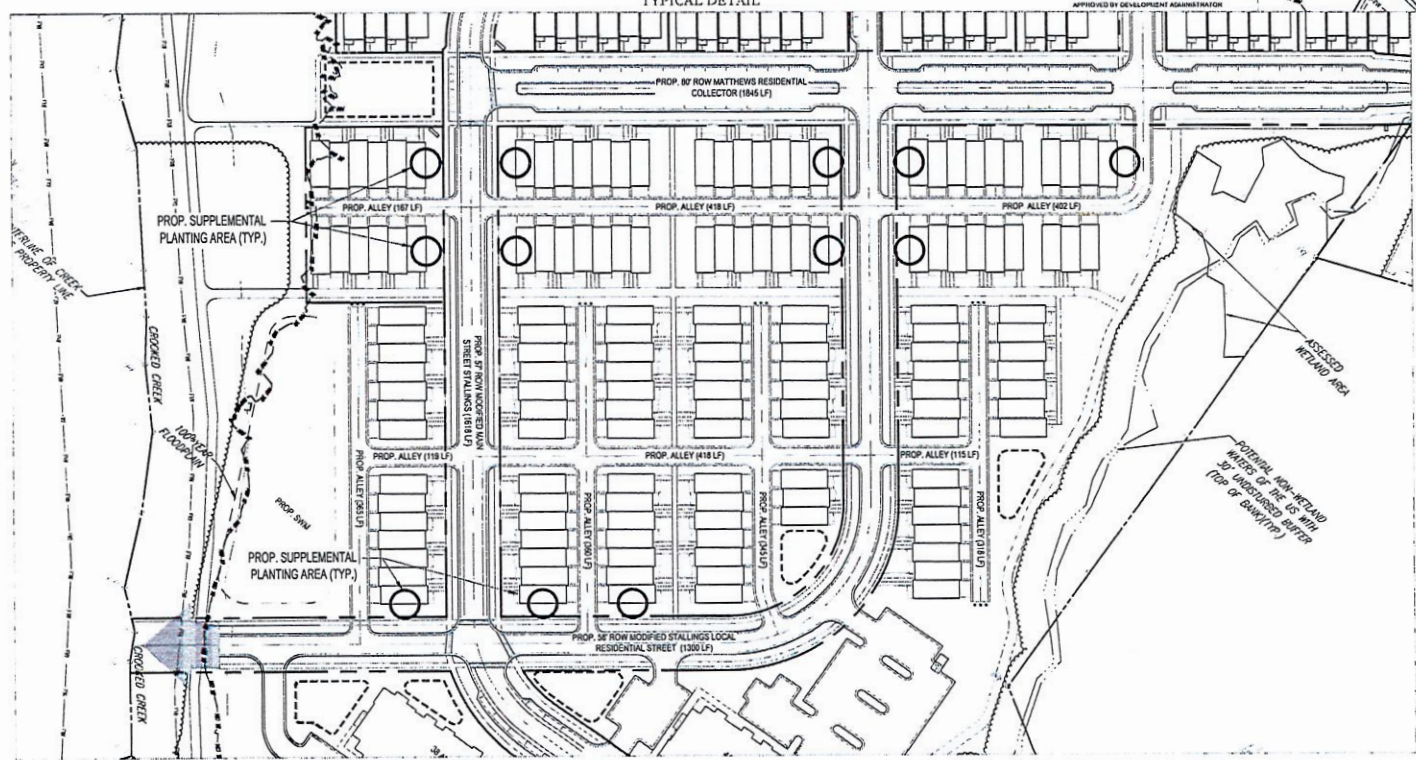
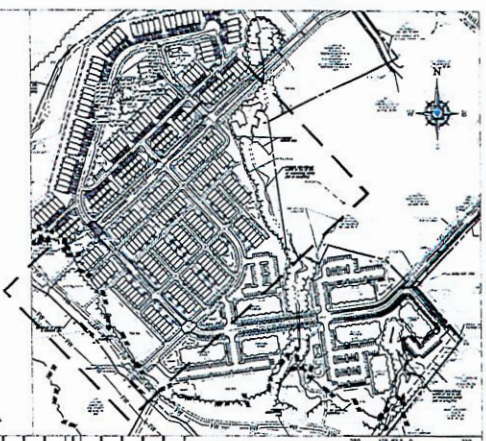
**EXHIBIT "O"**

**Corner/End Single Family Attached Dwelling Unit Enhancements**



SUPPLEMENTAL PLANTING TYPICAL DETAIL

NOTE:  
DESIGNED FINAL, SUBJECT TO ALLOCATION AS  
APPROVED BY DEVELOPMENT ADMINISTRATOR

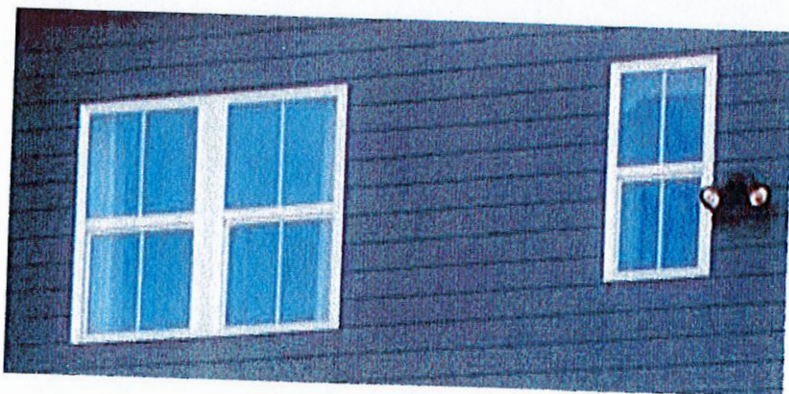


**EXHIBIT "P"**

**Single Family Attached Dwelling Unit Windows**



Front Elevation Window Examples

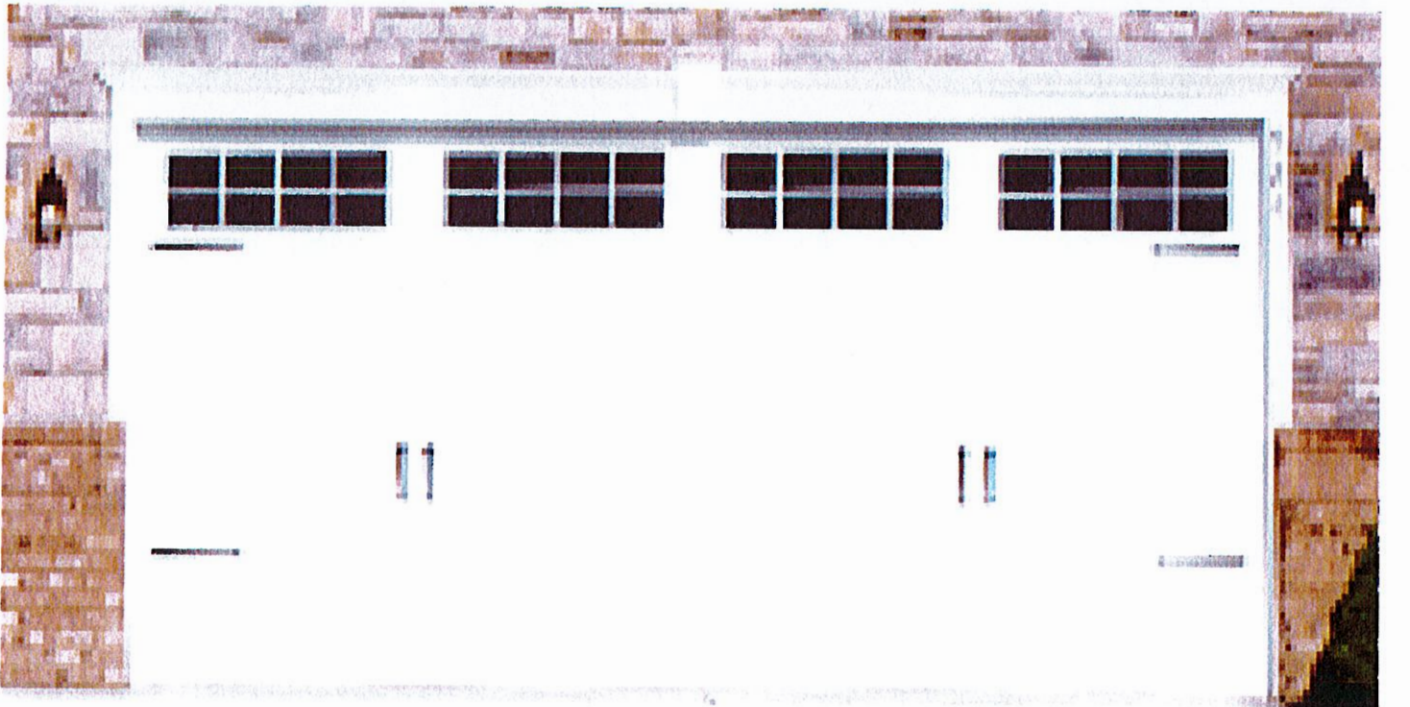
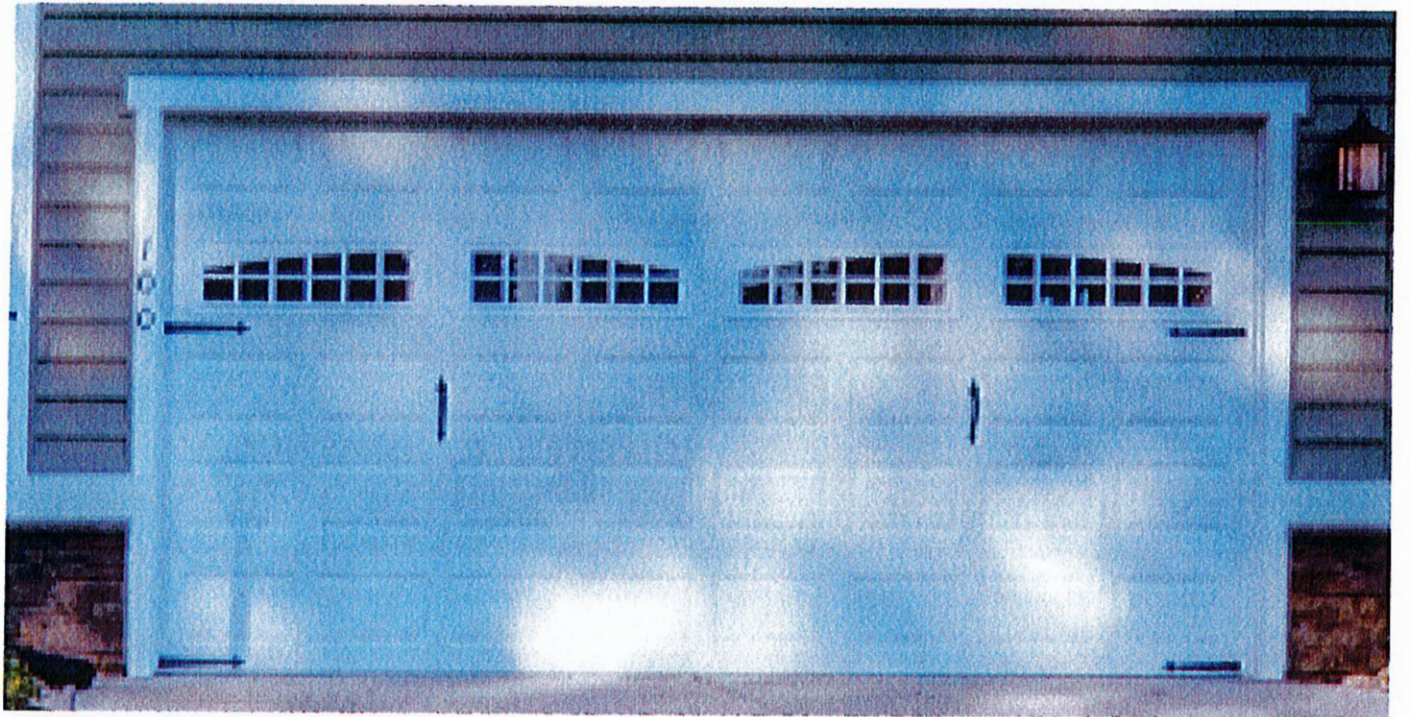


Rear Elevation Windows Example

Exhibit P  
5/06/19  
Idlewild Development  
Agreement  
Stallings, NC

**EXHIBIT "Q"**

**Single Family Attached Dwelling Unit Garage Doors**



IDLEWILD RESIDENTIAL EXHIBIT Q

## **EXHIBIT "R"**

### **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.



**EXHIBIT "D"**

**Laws Governing the Development of the Property**

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 \_\_\_\_\_, 2019.
3. Town of Stallings Technical Standards and Specifications Manual in force as of the Effective Date of this Agreement.