



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT
PLANNING BOARD**

Regular Meeting Agenda

NC Cooperative Extension-Agricultural Center
3309 Burlington Road, Greensboro, NC 27405

March 10, 2021

6:00 PM

(SEE ATTACHED VIRTUAL MEETING AND PUBLIC HEARING PROCEDURES)

A. Roll Call

B. Agenda Amendments

C. Approval of Minutes: February 10, 2021 (Recessed Mtg.) & February 11, 2021 (Reconvened Mtg.)

D. Rules and Procedures

E. Continuance Requests

F. Old Business

EASEMENT CLOSING CASE #20-12-GCPL-08615:

Being all three of the 20-foot easements located on Lot #s 3, 4, 9, 10, 12, &13 as shown on Plat Book 36 Page 16 and located on Guilford County Tax Parcel # 126013.

G. New Business

Non-Public Hearing Item:

Public Hearing Items:



GUILFORD COUNTY
PLANNING AND DEVELOPMENT
PLANNING BOARD

REZONING CASE #21-01-GCPL-00490: RS-30 & AG to AG 7662 NC Highway 61 N

Located on the east side of NC Highway 61 N, approximately 3000 feet north from its intersection of Turner Smith Road, approximately 30.02 acres Guilford County Tax Parcel #101696 owned by Jeremiah Daniel Hawes.

The proposed Rezoning is consistent with the Northeast Area Plan land use classification of AG Rural Residential, thus if approved, no plan amendment would be required.

REZONING CASE #21-01-GCPL-00496: AG & HB to AG 3409 Alamance Church Road

Located on the north side of Alamance Church Road, approximately 500 feet east from its intersection of Old Julian Road, approximately 6.41 acres Guilford County Tax Parcel #110908 owned by Connie Lakey.

The proposed Rezoning is not covered by an Area Plan thus if approved, no plan amendment would be required.

REZONING CASE #21-01-GCPL-00595: AG to RS-40 5721 Porterfield Road

Located on the north side of Porterfield Road, approximately 1000 feet east from its intersection of Friendship Church Road, approximately 2 acres Guilford County Tax Parcel #112298 (part) owned by Louise Milton.

The proposed Rezoning is consistent with the Northeast Area Plan land use classification of AG Rural Residential, thus if approved, no plan amendment would be required.

REZONING CASE #21-02-GCPL-00956: RS-40 to LI 4075 Wiley Davis Road

Located on the east side of Wiley Davis Road, approximately 3500 feet northeast from its intersection of Groometown Road, approximately 4.26 acres Guilford County Tax Parcel #140422 owned by Dorothy East.

The proposed Rezoning is inconsistent with the Southern Area Plan land use classification of Agricultural, thus if approved, an area plan amendment to Light Industrial to the Southern Area Plan would be required.



GUILFORD COUNTY
PLANNING AND DEVELOPMENT
PLANNING BOARD

REZONING CASE #21-02-GCPL-01089: RS-40 to HI 2031 Bishop Road

Located on the south side of Bishop Road, approximately 1600 feet west from its intersection of South Holden Road, approximately 6.466 acres Guilford County Tax Parcel #141916 owned by Matthew Tedder.

The proposed Rezoning is inconsistent with the Southern Area Plan land use classification of Agricultural, thus if approved, an area plan amendment to Heavy Industrial to the Southern Area Plan would be required.

REZONING CASE #21-02-GCPL-01093: RS-40 to AG 5006 McConnell Road

Located on the south side of McConnell Road, approximately 500 feet east from its intersection of Mt Hope Church Road, approximately 1.1 acres Guilford County Tax Parcel #120839 owned by Doris Burnside.

The proposed Rezoning is consistent with the Rock Creek Area Plan land use classification of AG Rural Residential, thus if approved, no plan amendment would be required.

REZONING CASE #21-02-GCPL-01096: RS-40 to LI 7962 National Service Road

Located on the north side of National Service Road, approximately 2000 feet west from its intersection of Piedmont Triad Parkway, approximately 7.95 acres Guilford County Tax Parcel #169803 owned by Mack Cannon.

The proposed Rezoning is consistent with the Airport Area Plan land use classification of Non-Residential, thus if approved, no plan amendment would be required.

H. Recess meeting until Thursday, March 11, 2021 at 6:30 pm (see attached Virtual Meeting & Public Hearing Procedures)

VIRTUAL MEETING AND PUBLIC HEARING PROCEDURES

Guilford County remains committed to providing an open and transparent public process during the COVID-19 pandemic. To ensure the safety of our community and staff, and in compliance with the State of North Carolina Stay-At-Home order, this public hearing will be **open for citizen participation through the virtual platform, GoToWebinar.**

THE MEETING ROOM WILL BE OPEN ONLY FOR THE PUBLIC UNABLE TO PARTICIPATE VIRTUALLY. LIMITED SEATING WILL BE AVAILABLE ON A FIRST-COME, FIRST-SERVED BASIS, WITH SOCIAL DISTANCING GUIDELINES IN PLACE.

The public hearing agenda will be available for review prior to the start of the meeting at <https://www.guilfordcountync.gov/our-county/planning-development/boards-commissions/planning-board>

Virtual Regular Meeting & Public Hearing(s) Wednesday, March 10, 2021 @ 6:00 pm

Those wishing to participate in the virtual meeting, must register by March 10, 2021 5:30 PM EDT at:

<https://attendee.gotowebinar.com/register/887136971770627597>

Webinar ID 517-791-859

After registering, you will receive a confirmation email containing information about joining the webinar. **Comments can be made in writing for up to 24 hours after the regular meeting via email to mbyers0@guilfordcountync.gov and must be received by 6:00 PM on Thursday, March 11, 2021.**

Virtual Reconvened Meeting (Planning Board Decision of Wed. Public Hearings) Thursday, March 11, 2021 @ 6:30 pm

Those wishing to listen to the reconvened meeting, must register by March 11, 2021 6:00 PM EDT at:

<https://attendee.gotowebinar.com/register/1663273433724695821>

Webinar ID 517-854-027

After registering, you will receive a confirmation email containing information about joining the webinar.

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**Guilford County
Planning Board
REMOTE/VIRTUAL REGULAR MEETING
February 10, 2021**

The Guilford County Planning Board met in regular session on Wednesday, February 10th, 2021 at 6:00 p.m. at the NC Cooperative Extension-Agricultural Center, 3309 Burlington Road, Greensboro, NC.

Members Present: Mr. Apple; Ms. Buchanan; Mr. Alexander (remotely); Ms. Gathers (remotely); Ms. McKinley (remotely); Mr. Mann (remotely); Mr. Craft (remotely); and Chair Frankie Jones

Members Absent: Mr. Thompson

Staff Present: Mitchell Byers, Planning Technician; J. Leslie Bell, Guilford County Planning Director; Matt Talbott, Sr. Planner/Planner II, Michael Townsend (remotely); and Robert Carmon .

Chair Jones called the meeting to order and welcomed everyone in attendance.

AGENDA AMENDMENTS:

Leslie Bell requested that **EASEMENT CLOSING CASE #20-12-GCPL-08615** be moved to a later date. Chair Jones saw no issue with this and asked if there was any objection to this from the Board.

With no objection, Mr. Alexander moved that the case be continued to the March 2021 meeting, seconded by Ms. McKinley. The Board voted 8-0 in favor of the motion (Ayes: Apple, Alexander, Buchanan, Gathers, Craft, McKinley, Mann, and Jones Nays: None).

APPROVAL OF MINUTES:

Mr. Apple moved to approve the January 13th, 2021 minutes, seconded by Mr. Alexander. The Board voted 8-0 in favor of the motion (Ayes: Apple, Alexander, Buchanan, Gathers, Craft, McKinley, Mann, and Jones Nays: None).

RULES OF PROCEDURE:

Chairman Frankie Jones read the rules of procedures.

CONTINUANCE REQUESTS: None.

OLD BUSINESS: None.

NEW BUSINESS: None

Non-Public Hearing Items: None

Public Hearing Items:**EASEMENT CLOSING CASE #20-12-GCPL-08615 (CONTINUED UNTIL MARCH 2021)**

Being all three of the 20-foot easements located on Lot #s 3, 4, 9, 10, 12, &13 as shown on Plat Book 36 Page 16 and located on Guilford County Tax Parcel # 126013.

CONDITIONAL ZONING CASE #21-01-GCPL-00324: RS-40 & CU-LI to CZ-LI 2918, 2920, 3000, 3002A, 3006, 3008, 3010, 3016 Sandy Ridge Road

Located on the east side of Sandy Ridge Road, approximately 1000 feet north from its intersection of Tyner Road, approximately 17.18 acres (Guilford County Tax Parcel #170675, #170667, #170659, #170666, #170679, #170676, #170674, #170672) owned by Tim Burnett. The proposed Conditional Zoning is consistent with the Airport Area Plan land use classification of nonresidential, thus if approved, no plan amendment would be required.

Mr. Bass stated that the case's development conditions have been based on the Board's codes and the property sketches. The area contains industrial, commercial and institutional use. The remaining properties are underdeveloped. To the north there is a major highway. To the south and east there are public institutions. To the west there is a pocket of single-family and commercial. Staff finds the zoning reasonable because it falls in the Airport Area Plan, the area is non-residential, and the rezoning will allow growth for the county. With no questions from the staff the applicant approached the Board.

In Support:

Diane Gaines, legal representative for the applicant, stated that based on the information she has gathered shows that the area is mostly commercial, that the construction won't affect the flow of traffic, and that the conditional zoning can bring economic growth to the area. Ms. Gaines concluded her portion by stating that this is backed up with the recommendation from staff.

In Opposition:

With nobody in opposition or questions, the public hearing was closed, as moved by Mr. Apple and seconded by Ms. Buchanan. The Board voted 8-0 in favor of the motion (Ayes: Apple, Alexander, Buchanan, Gathers, Craft, McKinley, Mann, and Jones. Nays: None).

CONDITIONAL ZONING CASE #21-01-GCPL-00370: LO to CZ-LB 1233 Guilford College Rd

Located on the northeast corner of Guilford College Road and Hilltop Road intersection, approximately .48 acres (Guilford County Tax Parcel #155100) owned by Jack & Cheryl Bailey, Jerry & Sheila Bailey, and Jimmy & Susan Bailey. The proposed Conditional Zoning is inconsistent with the Southwest Area Plan land use classification of Office, thus if approved, an area plan amendment to the Southwest area plan would be required.

Matt Talbott stated that the property is located on the northeast corner of Guilford College Road and Hilltop Road intersection, approximately .48 acres (Guilford County Tax Parcel #155100) owned by Jack & Cheryl Bailey. The proposed Conditional Zoning from LO to CZ-LB limited to the following Use Conditions: Professional Services: Kenneling and Pet Grooming plus all uses allowed in the LO district that are concurrently allowed in the LB district along with the attached Zoning Sketch Plan. The proposed Conditional Zoning is inconsistent with the Southwest Area Plan land use classification of Office, thus if approved, an area plan amendment to the Southwest area plan would be required.

The area can accommodate moderately-sized businesses and close to nearby residences and the freeway. The area was a commercial area that has transformed into a mostly residential area with a few commercial properties. To the

north and west there are residential areas. To the south and east it is commercial areas. The case is inconsistent with the present Southwest Area Plan, but it is compatible with plans nearby and the approval of the plan won't have a negative effect in the community. Staff recommended approval but it requires an adjustment to the Southwest Plan.

In Support:

Ryan Peters, pending property owners, represented himself before the Board. They want to expand their dog grooming business and feel like this location could be what they are looking for that will allow them to stop leasing and own their business.

In Opposition:

No one spoke in opposition and Chair Jones asked if the Board had any questions.

Dr. Gathers asked if the applicants had addressed the landscaping and lighting issues that came with staff's plan, and Matt Talbott confirmed that had been taken into consideration and was included in the plan. Mr. Craft asked if the business would include boarding, and Mr. Peters stated that the focus would be on grooming but possible boarding in a few years but would focus on the safety of the neighborhood. Ms. Buchanan asked if the business would require construction on site, and the applicant confirmed that the number of clients would not require that.

With no more questions the public hearing was closed, moved by Mr. Mann and seconded by Ms. McKinley. The Board voted 8-0 in favor of the motion (Ayes: Apple, Alexander, Buchanan, Gathers, Craft, McKinley, Mann, and Jones Nays: None).

**UDO TEXT AMENDMENT ITEMS FOR HOUSEKEEPING, MAINTENANCE, AND ADJUSTMENTS
CASE #21-01-GCPL-00607**

Mr. Leslie Bell stated that in November 2020 that the Board made recommendations to adopt the UDO with the previous ordinance in place for a year in case some things were inadvertently omitted or needed. The proposed Unified Development Ordinance (UDO) was prepared to reflect the goals of the comprehensive plan and is consistent with the most recent 2016 updates of the following 7 Area Plans that canvass the unincorporated areas of Guilford County. The proposed text amendments were prepared to provide guidance and clarity to users and further support the goals of the comprehensive plan. Staff recommends approval with the amendments in mind to the case.

In Support: None

In Opposition: None

With no questions the public hearing was closed, moved by Mr. Apple and seconded by Ms. Buchanan. The Board voted 8-0 in favor of the motion (Ayes: Apple, Alexander, Buchanan, Gathers, Craft, McKinley, Mann, and Jones Nays: None).

OTHER BUSINESS:

**TEXT AMENDMENT CASE #21-02-GCPL-00830 UNIFIED DEVELOPMENT ORDINANCE TEXT
AMENDMENT SUPPLEMENT**

Mr. Leslie Bell stated that complimentary to the foregoing text amendment (TA Case # 21-01-GCPL-00607), amend/revise table of contents accordingly in Articles 3, 7, and 8 and all section references and titles, and all table references and titles to reconcile number formatting throughout document (i.e. change Section 3.01 to Section 3.1).

The proposed Unified Development Ordinance (UDO) was prepared to reflect the goals of the comprehensive plan and is consistent with the most recent 2016 updates of the following 7 Area Plans that canvass the unincorporated areas of Guilford County. The proposed text amendments were prepared to provide guidance and clarity to users and further support the goals of the comprehensive plan. Staff recommends approval. The recommended action is reasonable and in the public interest because it complements the text amendment items in TA Case #21-01-GCPL-00607 and will use consistent number formatting to ensure that section and table references are consistent.

RECESSED:

There being no further business before the Board, the *virtual* Regular meeting was recessed at 6:46 pm and will reconvene on February 11th, 2021 at 6:30 pm for a voting session.

DRAFT

**Guilford County
Planning Board
REMOTE/VIRTUAL RECONVENED MEETING
February 11, 2021**

The Guilford County Planning Board was reconvened on Thursday, February 11th, 2021 at 6:30 p.m. at the NC Cooperative Extension-Agricultural Center, 3309 Burlington Road, Greensboro, NC.

Members Present: Mr. Apple (remotely); Ms. Buchanan (remotely); Mr. Alexander (remotely); Ms. Gathers (remotely); Ms. McKinley (remotely); Mr. Mann (remotely); Mr. Craft (remotely); and Chair Frankie Jones (Remotely)

Members Absent: Mr. Thompson

Staff Present: Mitchell Byers, Planning Technician (Remotely); J. Leslie Bell, Guilford County Planning Director (Remotely); Matt Talbott, Sr. Planner/Planner II (Remotely), Michael Townsend (remotely); and Robert Carmon (Remotely).

Chair Jones called the meeting to order and welcomed everyone in attendance.

Public Hearing Items:

CONDITIONAL ZONING CASE #21-01-GCPL-00324: RS-40 & CU-LI to CZ-LI 2918, 2920, 3000, 3002A, 3006, 3008, 3010, 3016 Sandy Ridge Road

Located on the east side of Sandy Ridge Road, approximately 1000 feet north from its intersection of Tyner Road, approximately 17.18 acres (Guilford County Tax Parcel #170675, #170667, #170659, #170666, #170679, #170676, #170674, #170672) owned by Tim Burnett. The proposed Conditional Zoning is consistent with the Airport Area Plan land use classification of nonresidential, thus if approved, no plan amendment would be required.

Mr. Mann moved to approve the zoning case for Guilford County Tax Parcel #170675, #170667, #170659, #170666, #170679, #170676, #170674, #170672 from RS-40 & CU-LI to CZ-LI because this case is consistent with the applicable plans because the airport plan recommends residential development in this area which is not current with the undeveloped parcels in the area. The amendment is reasonable since it falls into the current Airport Plan, the site is in a developable nonresidential area, and would provide industrial growth for the County. The motion was seconded by Ms. McKinley.

The Board voted unanimously 8-0 in favor of the motion. (Ayes: Apple, Alexander, Buchanan, Gathers, Craft, McKinley, Mann, and Jones Nays: None).

Chair Jones stated that the action constitutes a recommendation to the Guilford County Board of Commissioners for final approval unless appealed within 15 days of today's decision.

CONDITIONAL ZONING CASE #21-01-GCPL-00370: LO to CZ-LB 1233 Guilford College Rd

Located on the northeast corner of Guilford College Road and Hilltop Road intersection, approximately .48 acres (Guilford County Tax Parcel #155100) owned by Jack & Cheryl Bailey, Jerry & Sheila Bailey, and Jimmy & Susan Bailey. The proposed Conditional Zoning is inconsistent with the Southwest Area

Plan land use classification of Office, thus if approved, an area plan amendment to the Southwest area plan would be required.

Mr. Mann moved to approve the zoning case Guilford County Tax Parcel #155100 from LO to CZ-LB. The approval also amends the Southwest Area Plan. The LB district is meant to accommodate smaller to moderate sized businesses. The district is usually near a highway. The proposal would allow the owners to have a dog grooming business. It is reasonable and in the public interest due to location. Landscaping and lighting regulations will limit the impact on the surroundings. It also supplies employment and business opportunities to Guilford County. The motion was seconded by Ms. McKinley.

The Board voted unanimously 8-0 in favor of the motion. (Ayes: Apple, Alexander, Buchanan, Gathers, Craft, McKinley, Mann, and Jones Nays: None).

Chair Jones stated that action constitutes a recommendation to the Guilford County Commission for final approval unless appealed within 15 days of today's decision.

UDO TEXT AMENDMENT ITEMS FOR HOUSEKEEPING, MAINTENANCE, AND ADJUSTMENTS CASE #21-01-GCPL-00607

Ms. McKinley moved to approve the UDO text amendments since the proposed Unified Development Ordinance (UDO) was prepared to reflect the goals of the comprehensive plan and is consistent with the most recent 2016 updates of the following 7 Area Plan [The 7th Plan (Liberty Road/Woody Mill Road Small Area Plans) included by reference] that canvass the unincorporated areas of Guilford County. The proposed text amendments were prepared to provide guidance and clarity to users and further support the goals of the comprehensive plan. The plan is reasonable and in the public interest since the proposed amendments will provide clarity based on staff and public review. The motion was seconded by Ms. Gathers.

The Board voted 8-0 in favor of the motion (Ayes: Apple, Alexander, Buchanan, Gathers, Craft, McKinley, Mann, and Jones Nays: None).

Chair Jones stated this action constitutes a recommendation to the Guilford County Commission for final approval unless appealed within 15 days of today's decision.

TEXT AMENDMENT CASE #21-02-GCPL-00830 UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENT SUPPLEMENT

Complimentary to the foregoing text amendment (TA Case # 21-01-GCPL-00607), amend/revise table of contents accordingly in Articles 3, 7, and 8 and all section references and titles, and all table references and titles to reconcile number formatting throughout document (i.e. change Section 3.01 to Section 3.1).

Mr. Mann moved to approve the text amendments since the proposed Unified Development Ordinance (UDO) was prepared to reflect the goals of the comprehensive plan and is consistent with the most recent 2016 updates of the following 7 Area Plan [The 7th Plan (Liberty Road/Woody Mill Road Small Area Plans) included by reference] that canvass the unincorporated areas of Guilford County. The proposed text amendments were prepared to provide guidance and clarity to users and further support the goals of the comprehensive plan. The plan is reasonable and in the public interest since the proposed amendments will supply clarity based on staff and public review. The motion was seconded by Ms. McKinley.

Chair Jones stated this action constitutes a recommendation to the Guilford County Commission for final approval unless appealed within 15 days of today’s decision.

OTHER BUSINESS:

Mr. Bell stated that the Board has seven rezoning decisions for March and that he sent an email with possible dates and times to Board members for a workshop regarding rezoning decisions (legislative) and asked for a reply to that email.

ADJOURNED:

There being no further business before the Board, the meeting was adjourned at 6:55 pm.

DRAFT

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**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

Planning Board
Easement Closing
Petition

Date Submitted: 12-9-20 Fee \$126.00 Receipt # 151540 Case Number 20-12-gepl-08615
(includes \$26 recording fee)

The undersigned, being the owner(s) of the property abutting the easement, or portion of said easement, described below request(s) that said easement be closed and removed from dedication.

The easement on the property located at 5020 Summit Avenue (parcel # 126013)

As recorded in Plat Book 36 Page 16 in Monroe Township. Also refer to attached map.

The following utility companies have installed facilities within the easement:

Electric _____ Natural Gas _____
Phone _____ Cable Television _____

The following utility companies that provide service or would provide service in the area do not have facilities installed within the easement:

Electric None Known Duke Natural Gas None Known Piedmont Natural Gas
Phone None Known At andlt Cable Television None Known Charter

All companies, regardless of availability of services in the area, listed above must provide the applicant with a written statement on company letterhead that they have no objection to the easement being closed. Contact must be made by the applicant. Refer to the Area Utility List for utility company contacts.

According to North Carolina General Statute 153A-241, the Planning Board may close the easement if the closing of said easement is not contrary to the public interest.

Petitioners:

- | | Name | Address |
|----|--|---------------------------------------|
| 1. | <u>Stuart Elium c/o Land Solutions, PLLC</u> | <u>PO Box 347 Oak Ridge, NC 27310</u> |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |
| 8. | _____ | _____ |

Additional sheets for petitioners are available upon request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted By:

Bill Greco / Land Solutions PO Box 347 Oak Ridge, NC 27310 336-605-0328
Contact Name Address Contact Phone #/Email bill@landsolutionspc.com

EASEMENT CLOSING CASE # 20-12-GCPL-08615

Nature of the Request

Applicant is seeking to close all three of the 20-foot easements located on Lot #s 3, 4, 9, 10, 12, &13 as shown on Plat Book 36 Page 16 and located on Guilford County Tax Parcel # 126013.

The resolution of intent was adopted at the January 13th Planning Board meeting.

Staff Recommendation

STAFF COMMENT: Pursuant to NCGS 153A-241 concerning closing easements, the Planning Board must hold a public hearing before the easement can be closed. Based upon the information presented at the hearing, the Board must find that:

The closing of said easement is not contrary to public interest.

Staff submits the following findings for consideration by the Board:

1. The Planning Department has received a request to close all three of the 20-foot easements located on Lot #s 3, 4, 9, 10, 12, &13 as shown on Plat Book 36 Page 16 and located on Guilford County Tax Parcel # 126013; and
2. All utility companies servicing this area have signed utility easement releases for the property.

The undersigned hereby acknowledge(s) this Plat and Adjacent to be a true, free and valid and hereby certify that the same are correct and conform to the provisions of the Statutes of this State and that all areas so shown or indicated on said Plat.

Signed *Carl Gregory*
 Attest *James H. Blaney*

Trustees
 Approved by the City Council of the City of Greensboro, N. C. on this _____ day of _____ 19____

Provided that this Plat is registered in the Office of the Register of Deeds for Guilford County, N. C. within thirty days from date of this approval.

City Clerk
 Said Plat was approved by the City Council of the City of Greensboro, N. C.

Licensed Engineer No. _____
 Subscribed and sworn to before me this _____ day of _____ 19____

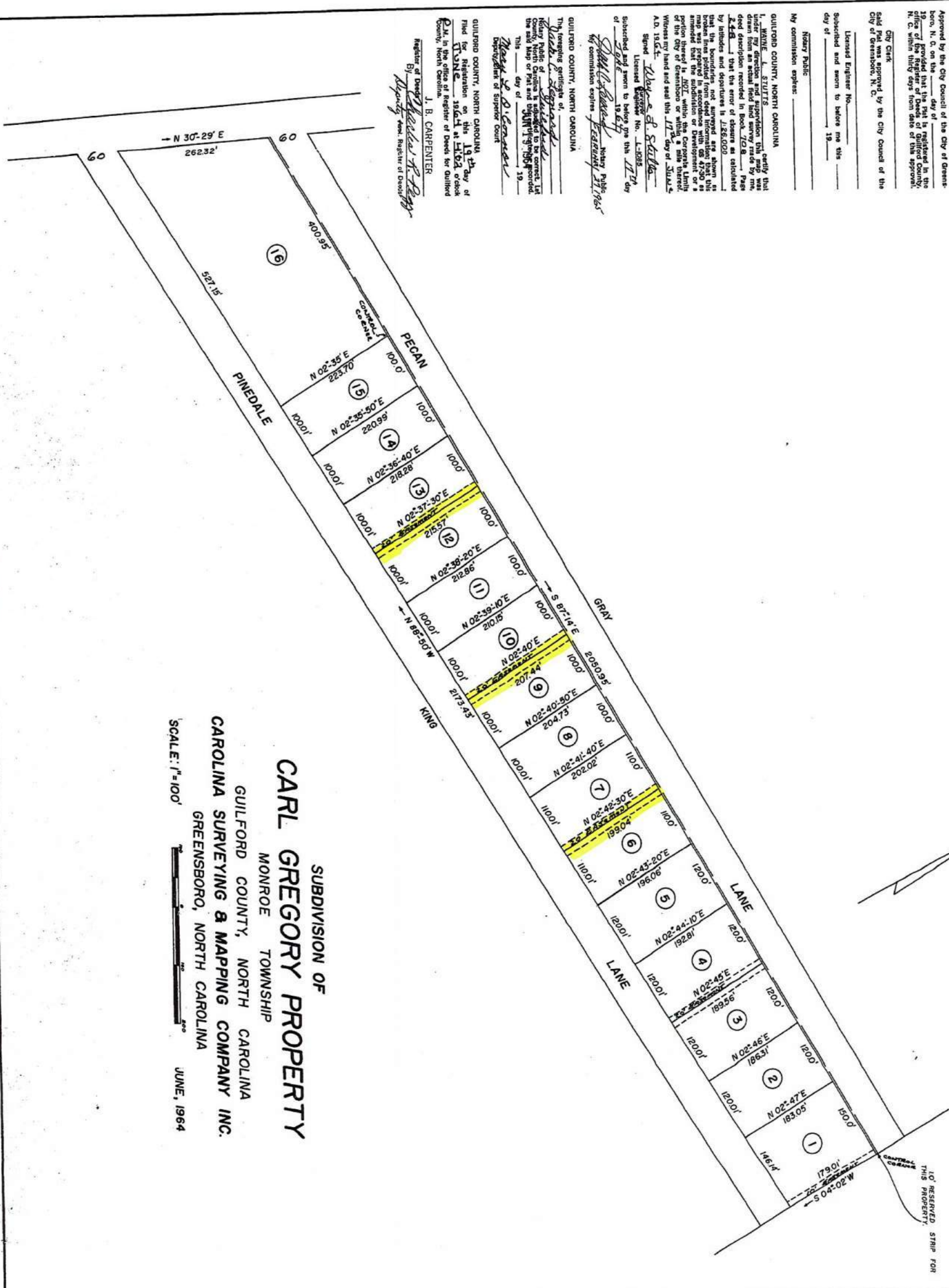
Notary Public
 My commission expires: _____

GUILFORD COUNTY, NORTH CAROLINA
 I, MONROE L. STULTS, certify that under my direction and supervision this map was drawn from an actual field and survey made by me, dated description recorded in Book 738, Page 248, that the error of closure as calculated by latitudes and departures is 1/163,000. That the boundaries not surveyed are shown as they are shown on the map of the 1902 subdivision of the 1902 map was prepared in accordance with GS 47-50 as amended that the subdivision or development of a portion thereof is 1964 and within the same limits as the original map and that the same is a true and correct copy of the original map and that the same is a true and correct copy of the original map and that the same is a true and correct copy of the original map.

Signed *Monroe L. Stults*
 Licensed Engineer No. L-2015
 Subscribed and sworn to before me this 17 day of June 1964
James H. Blaney Notary Public
 My commission expires February 27, 1965

GUILFORD COUNTY, NORTH CAROLINA
 This foregoing platright of Carl Gregory being Public of Guilford County, North Carolina is subject to be corrected, but the said map or Plat and the 1902 map are not subject to this _____ day of _____ 19____
Mark S. Carson
 Department of Superior Court

GUILFORD COUNTY, NORTH CAROLINA
 Filed for Registration on this 19 day of June 1964 at 11:02 o'clock P.M. in the office of Register of Deeds for Guilford County, North Carolina.
 J. B. CARPENTER
 Register of Deeds
James H. Blaney
 Notary Public, Register of Deeds



SUBDIVISION OF
CARL GREGORY PROPERTY
 MONROE TOWNSHIP
 GUILFORD COUNTY, NORTH CAROLINA
CAROLINA SURVEYING & MAPPING COMPANY INC.
 GREENSBORO, NORTH CAROLINA
 SCALE: 1"=100'
 JUNE, 1964



GUILFORD COUNTY
PLANNING AND DEVELOPMENT

Planning Board
Rezoning
Application

Date Submitted: 1/20/2021 Fee \$500.00 Receipt # [check] Case Number 21-01-6CPL-60490

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer.

Pursuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to rezone the property described below from the RS 30/AG zoning district to the AG zoning district.

Said property is located 7662 NC Highway 61 N, in Washington Township; Being a total of: 30.02 11.57 (RS-30) acres. 30.02 Total

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 101696 Tax Parcel #
Tax Parcel # Tax Parcel #
Tax Parcel # Tax Parcel #

Check One:

- The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

Check One:

- Public services (i.e. water and sewer) are not requested or required.
Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Check One:

- The applicant is the property owner(s)
The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).
The applicant has no connection to the property owner and is requesting a third party rezoning.

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by

Property Owner Signature: Jeremiah Daniel Hawes
Name: Jeremiah Daniel Hawes
Mailing Address: 2489 Raleigh Way
City, State and Zip Code: Browns Summit NC 27214
Phone Number: 336-455-3997
Email Address: jeremiahhawes@gmail.com

Representative/Applicant Signature (if applicable)
Name
Mailing Address
City, State and Zip Code
Phone Number
Email Address

Additional sheets for tax parcels and signatures are available upon request.

OK
0855 1/20/21



GUILFORD COUNTY

Guilford County
Planning & Development
Department

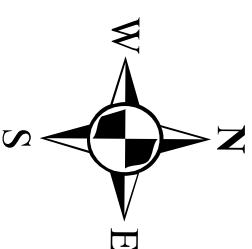
Easement Closing Case #
20-12-GCPL-08615

Township: Monroe

Scale: 1 in = 80 ft

Map:

126013



Property Information

Located on the east side of NC Highway 61 N, approximately 3000 feet north from its intersection of Turner Smith Road, approximately 30.02 acres Guilford County Tax Parcel #101696 owned by Jeremiah Daniel Hawes.

Zoning History of Denied Cases: There is no history of denied cases.

Nature of the Request

This proposed request is to Rezone property from RS-30 & AG to AG
Rezoning the portion of the lot along frontage from RS-30 to AG will put the entire parcel into a single zone.

District Descriptions

The RS-30 Residential district is primarily intended to accommodate single-family detached dwellings in areas without access to public water and sewer services. The minimum lot size of this district is 30,000 square feet. Cluster development (conservation subdivisions) are permitted.

The AG Agriculture district is intended to provide locations for agricultural operations, farm residences, and farm tenant housing on large tracts of land. This district is further intended to reduce conflicts between residential and agricultural uses and preserve the viability of agricultural operations. Commercial agricultural product sales “agritourism” may be permitted. The minimum lot size of this district is 40,000 square feet.

Character of the Area

This request is in an area of primarily agricultural and rural residential properties. Adjacent parcels south and west are enrolled in the Voluntary Agricultural District program. Residential lots typically consist of 2 or more acres.

Existing Land Use(s) on the Property: Agricultural/undeveloped

Surrounding Uses:

- North: Large lot residential.
- South: Agricultural
- East: Undeveloped/Single-family residential
- West: Agricultural/large lot residential

Historic Properties: There are no inventoried Historic Properties located on or near the property

Cemeteries: No cemeteries are shown to be located on this property but efforts should be made

to rule out the potential of unknown grave sites.

Infrastructure and Community Facilities

Emergency Response:

Fire Protection District: Northeast.

Miles from Fire Station: Approximately 3.7 miles.

Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: No

Feasibility Study or Service Commitment: No

Transportation:

Existing Conditions: Major thoroughfare (Hwy 61); ADT 2600 vehicles/day (NCDOT 2018)

Proposed Improvements: None

Projected Traffic Generation: Not available

Environmental Assessment

Topography: Nearly flat, gently sloping, moderately sloping and steeply sloping.

Regulated Floodplain/Wetlands:

There is no regulated floodplain on the property. There are no mapped wetlands on the property.

Streams and Watershed:

There is a mapped stream on the north east side of the property. The property is not located in a water supply watershed, however the property is in the Jordan Lake Watershed.

Land Use Analysis

Land Use Plan: Northeast Area Plan

Plan Recommendation: AG Rural Residential

Consistency:

The proposed rezoning is consistent with the recommendation of the Northeast Area Plan. The AG Rural Residential designation recognizes land currently zoned or recommended for future agricultural and residential. Anticipated land uses are those permitted in the Agricultural (AG), RS-40 Residential Single-Family, RS-30 Residential Single-Family.

Recommendation

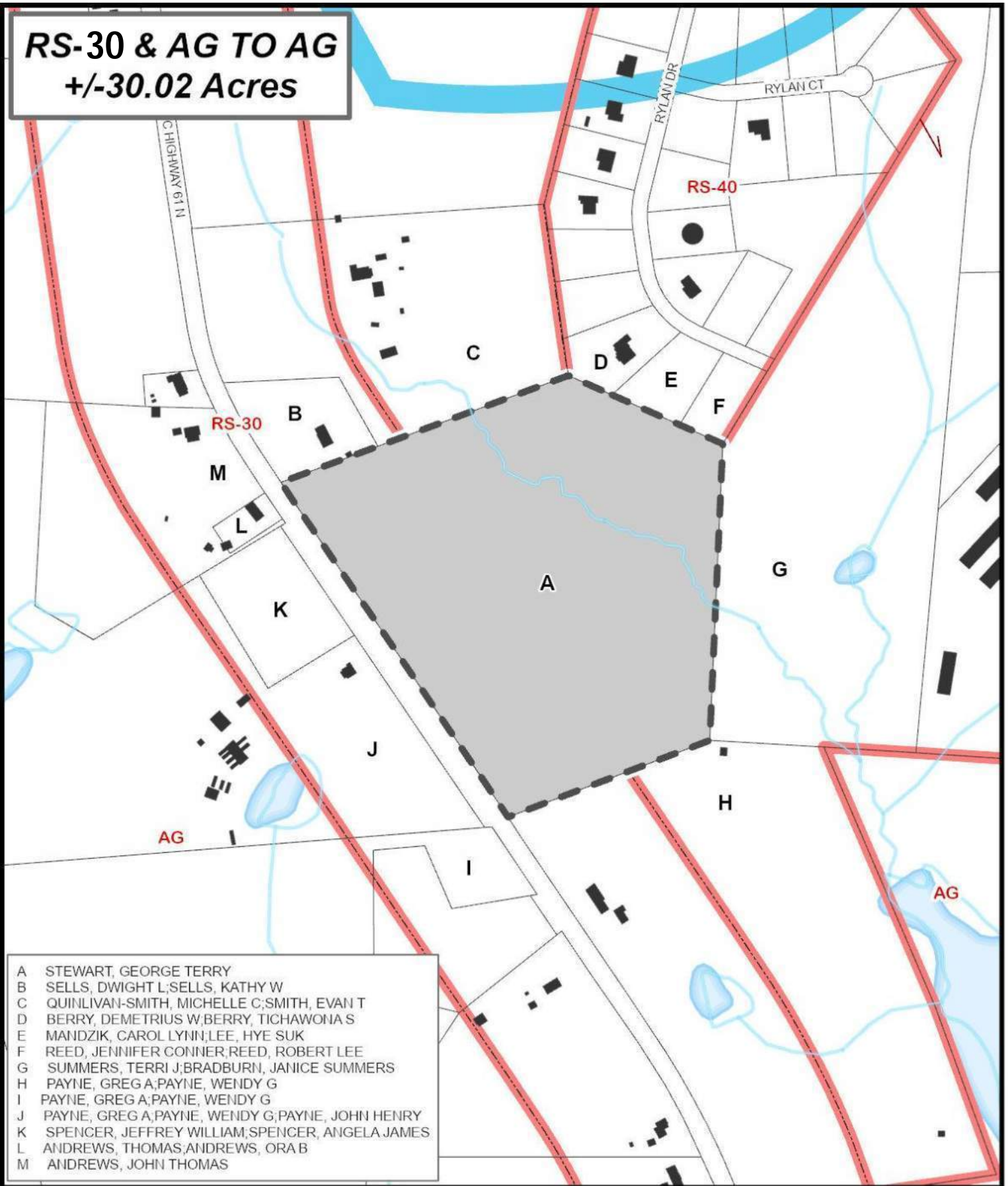
Staff Recommendation: Staff recommends approval.

This action is reasonable and in the public interest because it is consistent with the intent of the AG Rural Residential land use designation. Adjacent parcels are agricultural and enrolled in the Voluntary Agricultural District program. It will extend the current AG zoning to the entire parcel.

Area Plan Amendment Recommendation: The proposed Rezoning is consistent with the Northeast Area Plan land use classification of AG Rural Residential, thus if approved, no plan amendment would be required.

DRAFT

**RS-30 & AG TO AG
+/-30.02 Acres**



- A STEWART, GEORGE TERRY
- B SELLS, DWIGHT L; SELLS, KATHY W
- C QUINLIVAN-SMITH, MICHELLE C; SMITH, EVAN T
- D BERRY, DEMETRIUS W; BERRY, TICHAWONA S
- E MANDZIK, CAROL LYNN; LEE, HYE SUK
- F REED, JENNIFER CONNER; REED, ROBERT LEE
- G SUMMERS, TERRI J; BRADBURN, JANICE SUMMERS
- H PAYNE, GREG A; PAYNE, WENDY G
- I PAYNE, GREG A; PAYNE, WENDY G
- J PAYNE, GREG A; PAYNE, WENDY G; PAYNE, JOHN HENRY
- K SPENCER, JEFFREY WILLIAM; SPENCER, ANGELA JAMES
- L ANDREWS, THOMAS; ANDREWS, ORA B
- M ANDREWS, JOHN THOMAS



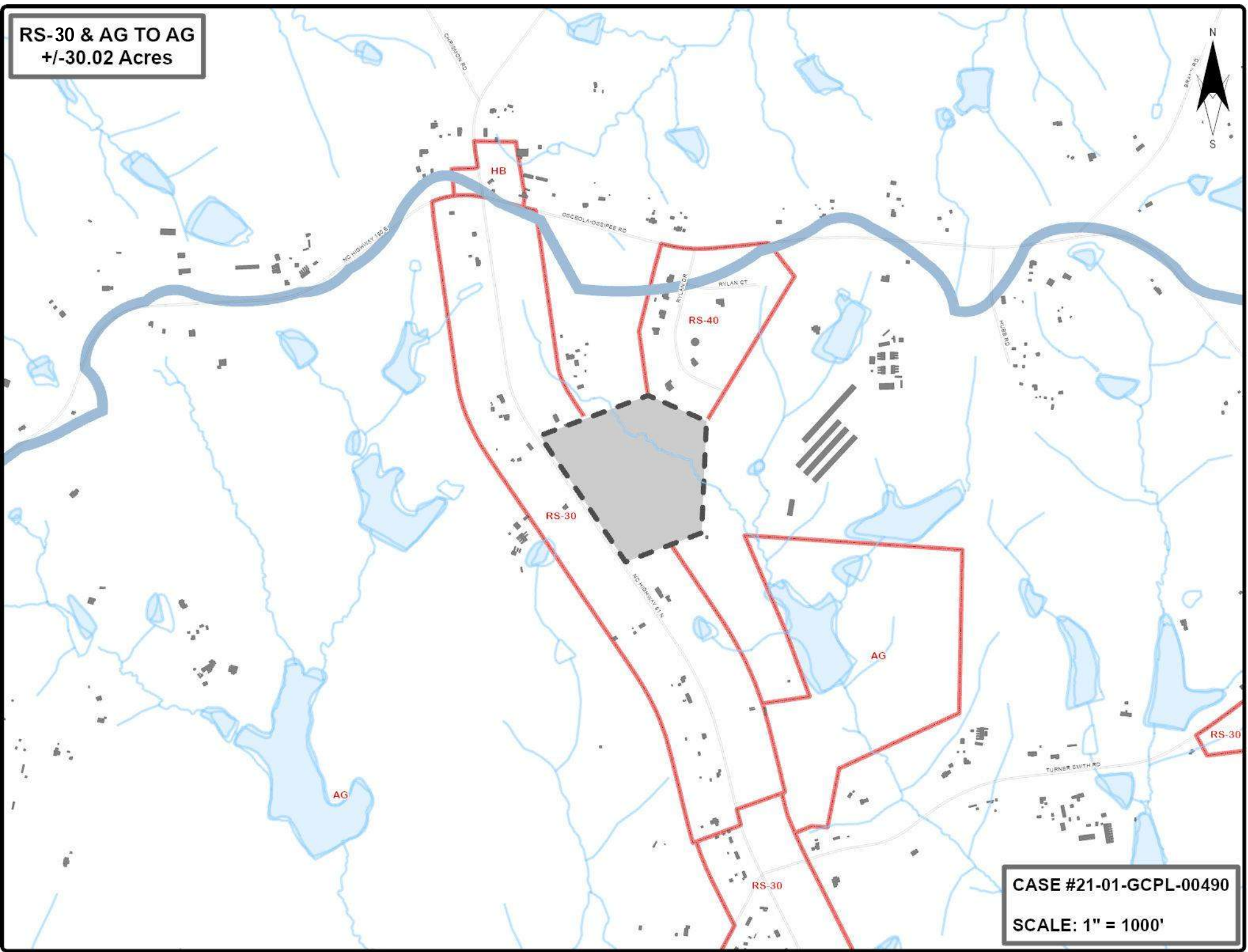
JURISDICTION:
GUILFORD COUNTY
 Guilford County
 Planning & Development
 Department

Rezoning Case #
21-01-GCPL-00490
Scale: 1" = 400'

Map:
 101696



RS-30 & AG TO AG
+/-30.02 Acres



CASE #21-01-GCPL-00490

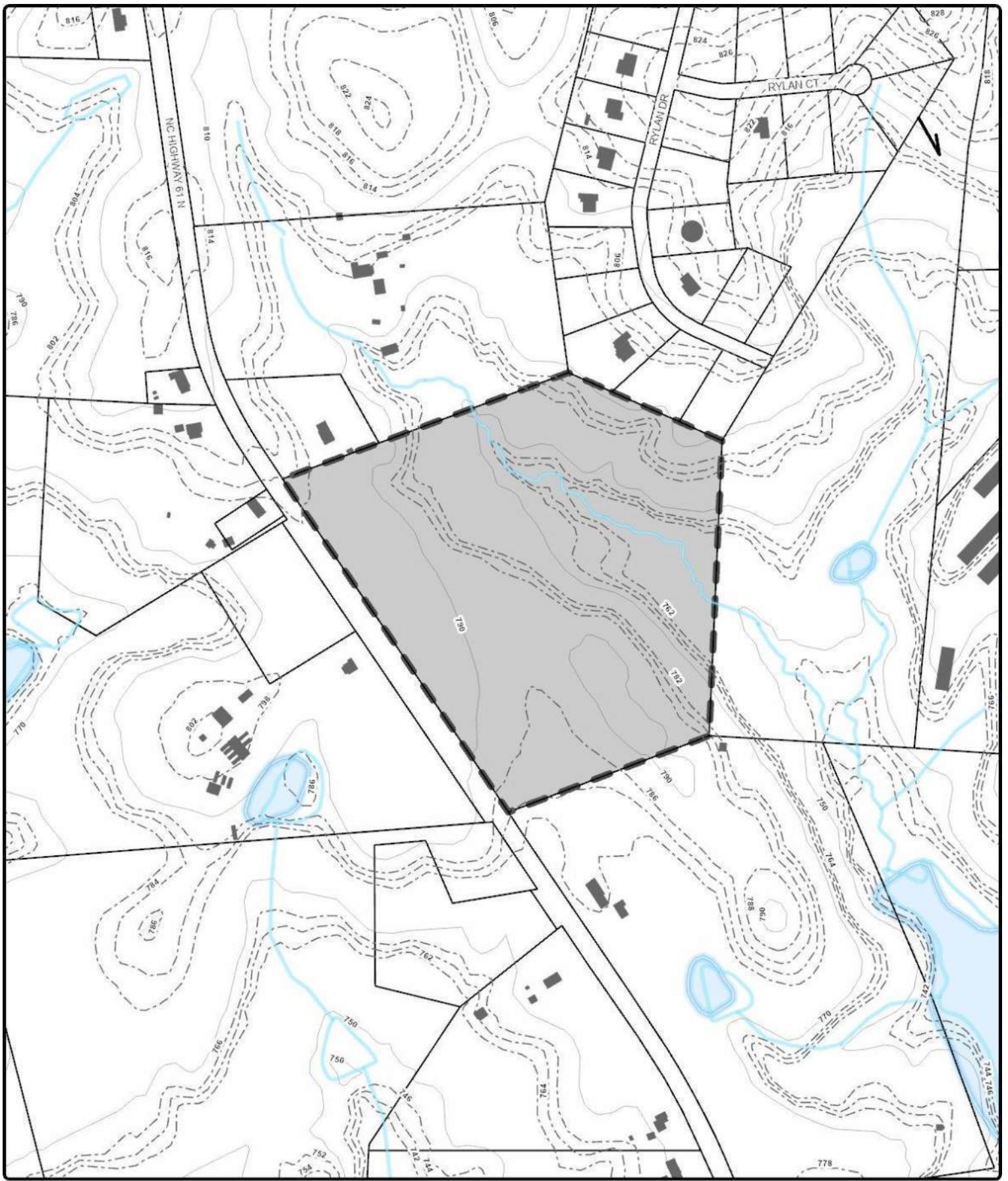
SCALE: 1" = 1000'



CASE #21-01-GCPL-00490

Scale: 1" = 400'





CASE #21-01-GCPL-00490

Scale: 1" = 400'



**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

DECISION MATRIX

Zoning	Plan Consistency	Decision
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #2
DENY-INCONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #**101696**, from **RS-30 & AG** to **AG** because:

- 1. The amendment **is not** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is not consistent.]

- 2. The amendment **is not** reasonable and in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #4
DENY-CONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #101696, from **RS-30 & AG to AG** because:

- 1. The amendment **is** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is consistent.]

- 2. The amendment **is** consistent but not in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

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**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Rezoning
Application**

Date Submitted: 1/20/2021

Fee \$500.00 Receipt # ✓

Case Number 21-01-GCPL-00496

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.

Pursuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to rezone the property described below from the AG/HB zoning district to the AG zoning district.

Said property is located 3409 ALAMANCE Church ROAD
in GREENE Township; Being a total of: 6.41 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 110908 Tax Parcel # _____
Tax Parcel # _____ Tax Parcel # _____
Tax Parcel # _____ Tax Parcel # _____

Check One:

- The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

Check One:

- Public services (i.e. water and sewer) are not requested or required.
- Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Check One:

- The applicant is the property owner(s)
- The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
- The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).
- The applicant has no connection to the property owner and is requesting a third party rezoning.

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by

Connie Blakey
Property Owner Signature

Connie Blakey
Name

3409 Alamance Church Rd
Mailing Address

Julian N.C. 27283
City, State and Zip Code

336-291-8318 home clakey@7208@gmail
Phone Number Email Address

336-772-2524 cell

Representative/Applicant Signature (if applicable)

Name

Mailing Address

City, State and Zip Code

Phone Number

Email Address

Additional sheets for tax parcels and signatures are available upon request.

*ALAMANCE
not COURSES*

OK 03 1/20/21

REZONING CASE #21-01-GCPL-00496 AG & HB to AG 3409 Alamance Church Road

Property Information

Located on the north side of Alamance Church Road, approximately 500 feet east from its intersection of Old Julian Road, approximately 6.41 acres Guilford County Tax Parcel #110908 owned by Connie Lakey.

Zoning History of Denied Cases: There is no history of denied cases.

Nature of the Request

This proposed request is to Rezone property from AG & HB to AG.

District Descriptions

The HB Highway Business district is primarily meant to accommodate auto-oriented retail service and other commercial uses typically located along major thoroughfares. High visibility from the roadway. These highly visible establishments are characterized by large parking lots in front of their structures, anchor tenants and outparcels. Attention should be paid to landscaping, site and architectural design.

The AG Agriculture district is intended to provide locations for agricultural operations, farm residences, and farm tenant housing on large tracts of land. This district is further intended to reduce conflicts between residential and agricultural uses and preserve the viability of agricultural operations. Commercial agricultural product sales “agritourism” may be permitted. The minimum lot size of this district is 40,000 square feet.

Character of the Area

This request is in an area with small-scale commercial uses at the crossroad of Old Julian Road and Alamance Road. Rural residential uses extend beyond the crossroads with single-family residents and mobile homes on large acre lots.

Existing Land Use(s) on the Property:

Commercial building on HB zone portion of lot.

Surrounding Uses:

North: Rural residential

South: Vacant/VAD parcel

East: Rural residential

West: Commercial/utility/Rural residential

Historic Properties: There are no inventoried Historic Properties located on or near the property.

Cemeteries: No cemeteries are shown to be located on this property, but efforts should be made to rule out the potential of unknown grave sites.

Infrastructure and Community Facilities

Emergency Response:

Fire Protection District: Mount Hope.

Miles from Fire Station: Approximately 1.9 miles.

Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: No

Feasibility Study or Service Commitment: No

Transportation:

Existing Conditions: Major thoroughfare (Old Julian and Alamance Church); ADT is 1900 vehicles/day on Alamance Church Rd (NCDOT, 2018)

Proposed Improvements: None proposed

Projected Traffic Generation: Not available

Environmental Assessment

Topography: Gently sloping.

Regulated Floodplain/Wetlands:

There is no regulated floodplain on the property. There are no mapped wetlands on the property.

Streams and Watershed:

There is one mapped stream on the eastern side of the property. The property is located in the Lake Mackintosh (Big Alamance Creek) Water Supply Watershed, WS-IV, in the General Watershed Area.

Land Use Analysis

Land Use Plan: Not covered by an Area Plan.

Plan Recommendation: None provided

Consistency:

The parcel is in an area not covered by an Area Plan.

Recommendation

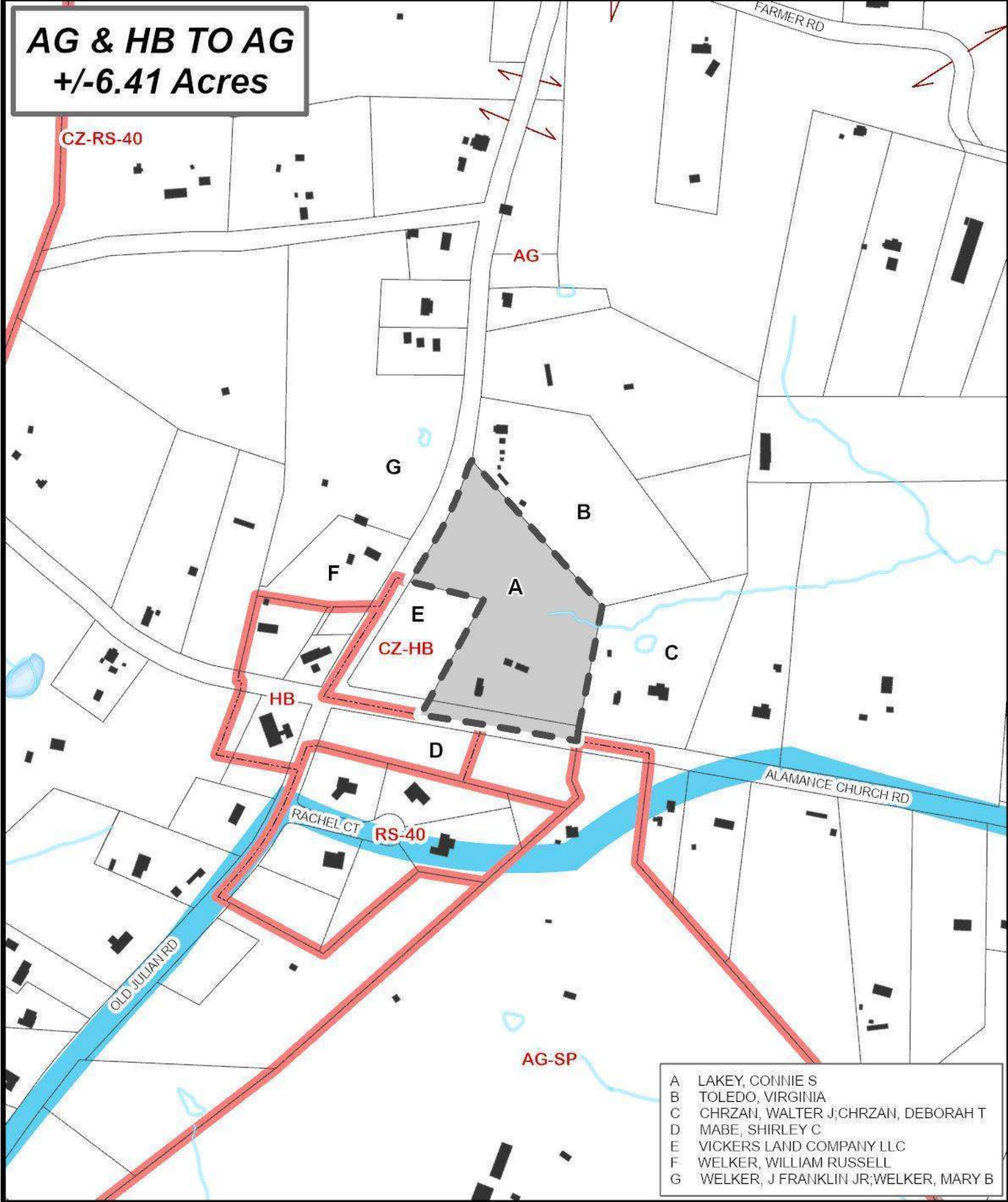
Staff Recommendation: Staff recommends approval.

Although the area is not covered by an adopted Area Plan, this action is reasonable because it will extend the AG zoning to the entire parcel and permit uses consistent with development in the area. Development along Alamance Church Road beyond the commercial node at the Old Julian intersection is consistent with an agricultural zoning. The request is in the public interest because it will allow the existing building to be renovated for a residential dwelling.

Area Plan Amendment Recommendation: The proposed Rezoning is not covered by an Area Plan thus if approved, no plan amendment would be required.

DRAFT

**AG & HB TO AG
+/-6.41 Acres**



- A LAKEY, CONNIE S
- B TOLEDO, VIRGINIA
- C CHRZAN, WALTER J;CHRZAN, DEBORAH T
- D MABE, SHIRLEY C
- E VICKERS LAND COMPANY LLC
- F WELKER, WILLIAM RUSSELL
- G WELKER, J FRANKLIN JR;WELKER, MARY B



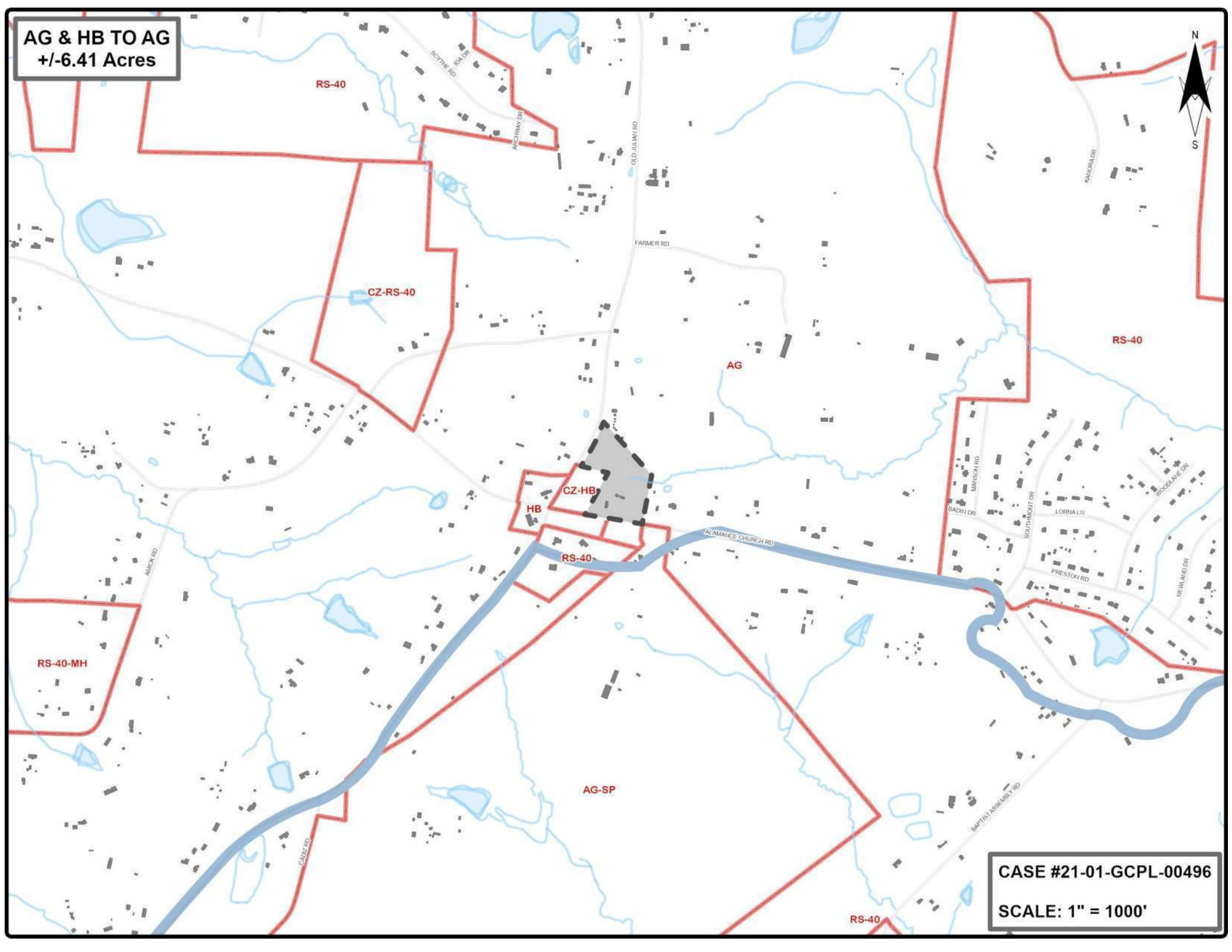
JURISDICTION:
GUILFORD COUNTY
 Guilford County
 Planning & Development
 Department

Rezoning Case #
21-01-GCPL-00496
Scale: 1" = 400'

Map:
 110908



AG & HB TO AG
+/-6.41 Acres



CASE #21-01-GCPL-00496
SCALE: 1" = 1000'



CASE #21-01-GCPL-00496

Scale: 1" = 400'





CASE #21-01-GCPL-00496

Scale: 1" = 400'



**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

DECISION MATRIX

Zoning	Plan Consistency	Decision
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #2
DENY-INCONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #110908, from **AG & HB** to **AG** because:

- 1. The amendment **is not** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is not consistent.]

- 2. The amendment **is not** reasonable and in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

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**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

Planning Board
Rezoning
Application

Date Submitted: 1/22/2021 Fee \$500.00 Receipt # ✓ Case Number 21-01-GCPL-00595

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.

Pursuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to rezone the property described below from the AG zoning district to the RS40 zoning district. Said property is located 5721 Porterfield Rd, Brown Summit in Madison Township; Being a total of: 2 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # <u>112298</u>	Tax Parcel # _____
Tax Parcel # _____	Tax Parcel # _____
Tax Parcel # _____	Tax Parcel # _____

Check One:

- The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

Check One:

- Public services (i.e. water and sewer) are not requested or required.
- Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Check One:

- The applicant is the property owner(s)
- The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
- The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).
- The applicant has no connection to the property owner and is requesting a third party rezoning.

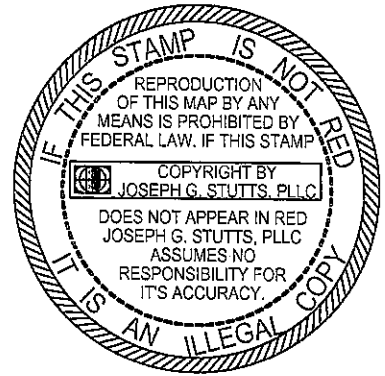
I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by			
<u>Louise J. Milton</u>	<u>Erwin E. Milton</u>	Property Owner Signature	Representative/Applicant Signature (if applicable)
<u>Louise J. Milton</u>	<u>Erwin E. Milton</u>	Name	Name
<u>3214 Shallowford Dr</u>	<u>3214 Shallowford Dr</u>	Mailing Address	Mailing Address
<u>Greensboro, NC 27406</u>	<u>Greensboro, NC 27406</u>	City, State and Zip Code	City, State and Zip Code
<u>336-852-6096</u>	<u>336-852-6096</u>	Phone Number	Phone Number
<u>LTmilton49@aol.com</u>	<u>ERM5050@aol.com</u>	Email Address	Email Address
	<u>Cell 336-707-4577</u>		Cell

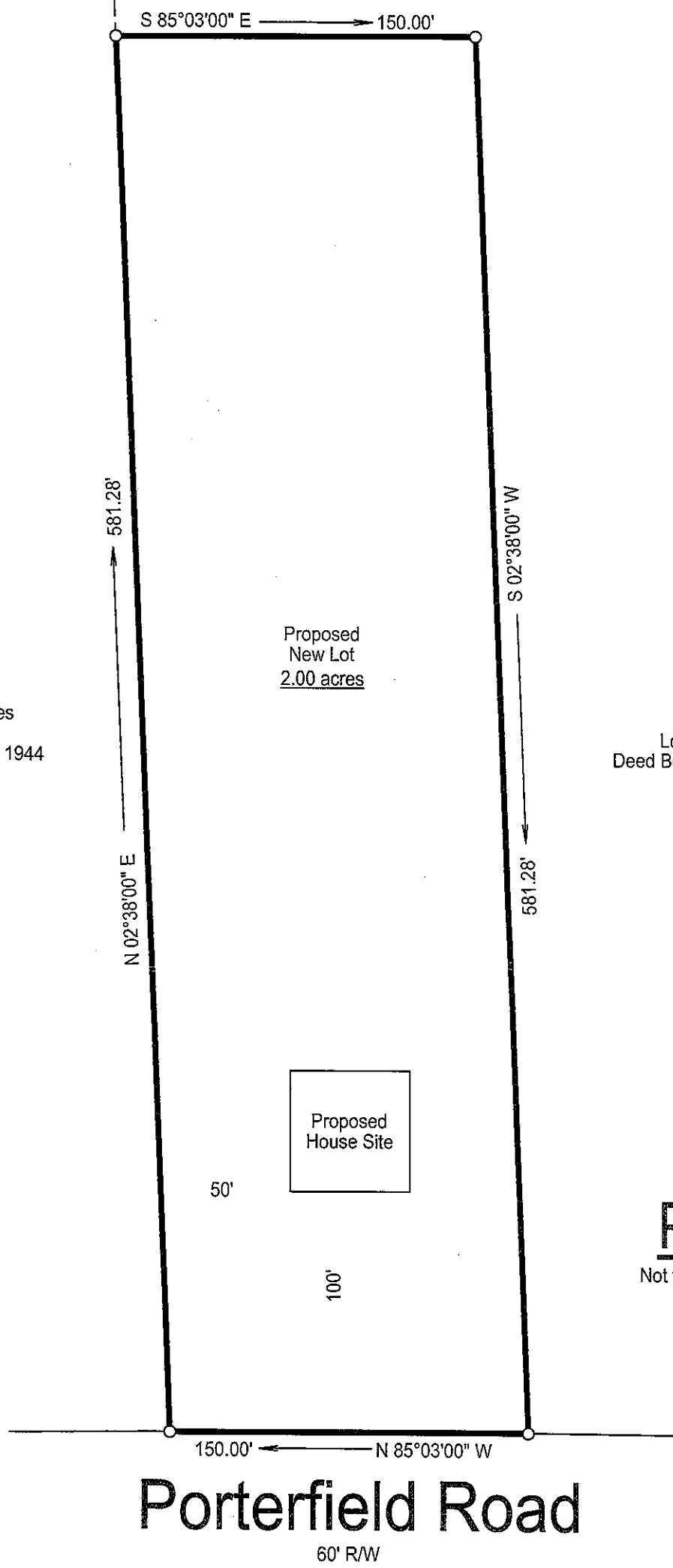
Additional sheets for tax parcels and signatures are available upon request.

*North East
AG-Rural Residential*



Thomas Aaron Jones
Nancy S. Jones
Deed Book 3480, Page 1944
112311

Louise T. Milton
Deed Book 6569, Page 173



Preliminary:
Not for Sales, Conveyances or Recordation

Preliminary Sketch Plan For:
Louise Milton
5721 Porterfield Road
Madison Township
Guilford County, N.C.
Tax Parcel: 112298
Deed Book 6569, Page 173

This property is subject to any easements, agreements, or rights - of - ways of record prior to this date and not visible at the time of inspection.	
LEGEND: EIP----- Existing Iron Pipe NIP----- New Iron Pipe CM----- Conc. Monument BM----- Benchmark MBL----- Min/Max Bldg Line PL----- Property Line CL----- Centerline CH----- Chord RAW----- Right-of-way DE----- Drainage Esm	This is to certify that this plot was drawn from a recorded map and field survey; That the property lines and location of all structures are accurately shown hereon; and there are no encroachments either way across property lines, unless noted otherwise. This property has not been evaluated for special flood hazard area as determined by the Department of Housing and Urban Development. For flood boundaries contact the Federal Emergency Management Agency.
Revisions:	This map does not meet the requirements of GS 47-30 as amended. Drawn By: JGS
	Title Search Performed By Others Ratio of Precision: 1:10,000'+ File:
Joseph G. Stutts, PLLC PROFESSIONAL LAND SURVEYORS 303 East Bessemer Avenue Greensboro, North Carolina 27401 Phone: (336) 273-3930 Fax: (336) 273-7476	
DATE: 9.17.2020 SCALE: 1"= 60' 	
Location Map: Not To Scale	

Property Information

Located on the north side of Porterfield Road, approximately 1000 feet east from its intersection of Friendship Church Road, approximately 2 acres Guilford County Tax Parcel #112298 (part) owned by Louise Milton.

Zoning History of Denied Cases: There is no history of denied cases.

Nature of the Request

This proposed request is to Rezone property from AG to RS-40.

District Descriptions

The AG Agriculture district is intended to provide locations for agricultural operations, farm residences, and farm tenant housing on large tracts of land. This district is further intended to reduce conflicts between residential and agricultural uses and preserve the viability of agricultural operations. Commercial agricultural product sales “agritourism” may be permitted. The minimum lot size of this district is 40,000 square feet.

The RS-40 Residential district is primarily intended to accommodate single-family residential dwellings on lots in areas without access to public water and sewer services. The minimum lot size of this district is 40,000 square feet. Conservation subdivisions may be developed in this district.

Character of the Area

This request is in an area that consists primarily of large acreage single-family residences. The area proposed for rezoning is part of a larger parcel with 4 previously subdivided residential parcels.

Existing Land Use(s) on the Property: Undeveloped on portion to be rezoned

Surrounding Uses:

- North: Undeveloped
- South: Single-family on one to two acre lots
- East: Undeveloped
- West: Agricultural

Historic Properties: There are no inventoried Historic Properties located on or near the property.

Cemeteries: No cemeteries are shown to be located on this property but efforts should be made to rule out the potential of unknown grave sites.

Infrastructure and Community Facilities

Emergency Response:

Fire Protection District: Northeast.

Miles from Fire Station: Approximately 2.1 miles.

Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: No

Feasibility Study or Service Commitment: No

Transportation:

Existing Conditions: Local/collector; ADT not available

Proposed Improvements: None

Projected Traffic Generation: Not available

Environmental Assessment

Topography: Nearly flat to moderately sloping.

Regulated Floodplain/Wetlands:

There is no regulated floodplain on the property. There are no mapped wetlands on the property.

Streams and Watershed:

The property is not located in a Water Supply Watershed; however the property is within the Jordan Lake Watershed. There are four mapped streams on the property.

Land Use Analysis

Land Use Plan: Northeast Area Plan

Plan Recommendation: AG Rural Residential

Consistency:

The proposed rezoning is consistent with the recommendation of the Northeast Area Plan. The AG Rural Residential designation recognizes land currently zoned or recommended for future agricultural and residential. Anticipated land uses are those permitted in the Agricultural (AG), RS-40 Residential Single-Family, and RS-30 Residential Single-Family.

Recommendation

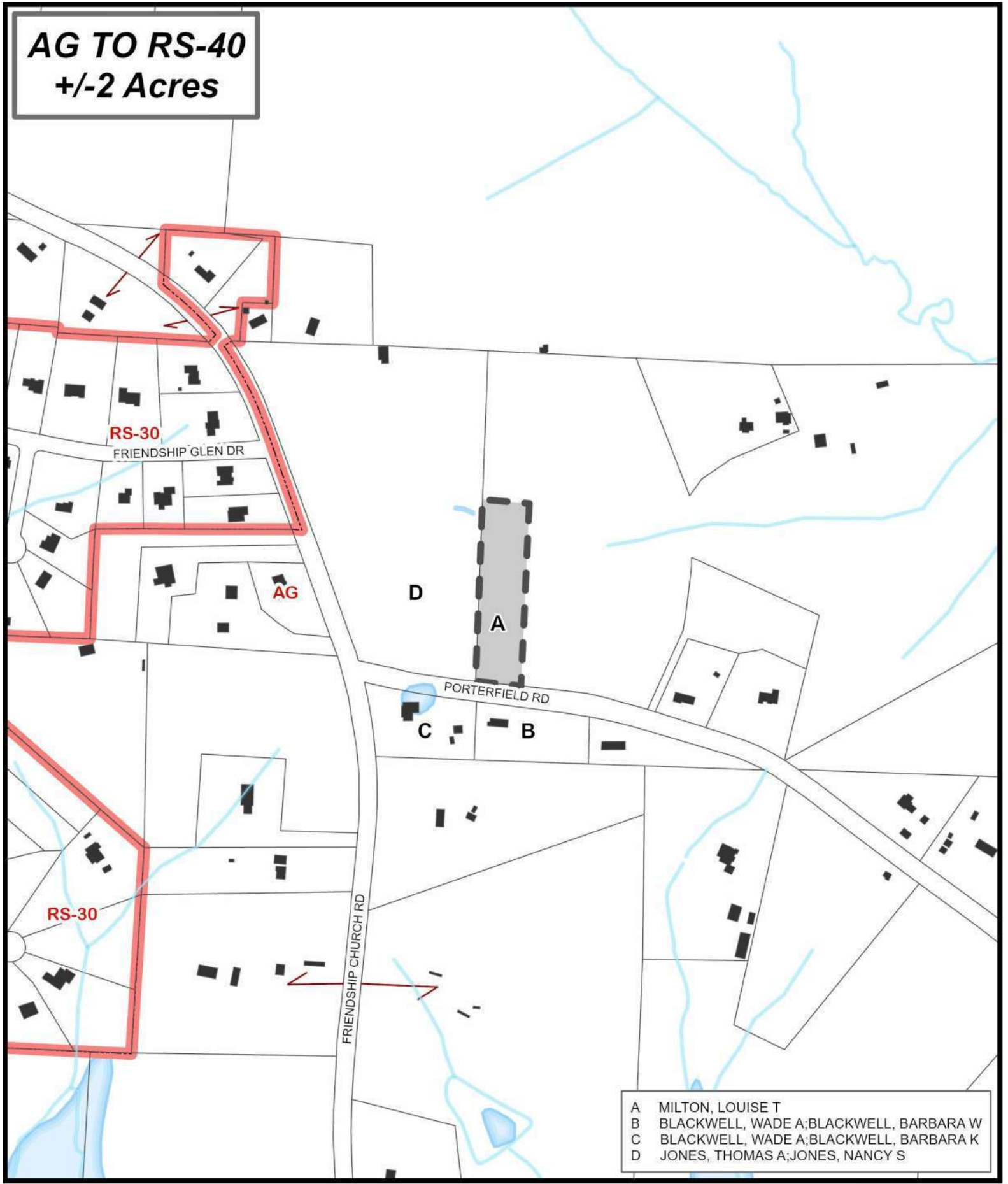
Staff Recommendation: Staff recommends approval.

The action is reasonable and in the public interest because the area proposed for RS-40 is consistent with the lot standards imposed on RS-40 and the AG zoning district. The site is on an existing local/collector street and will not require new roads for property access.

Area Plan Amendment Recommendation: The proposed Rezoning is consistent with the Northeast Area Plan land use classification of AG Rural Residential, thus if approved, no plan amendment would be required.

DRAFT

**AG TO RS-40
+/-2 Acres**



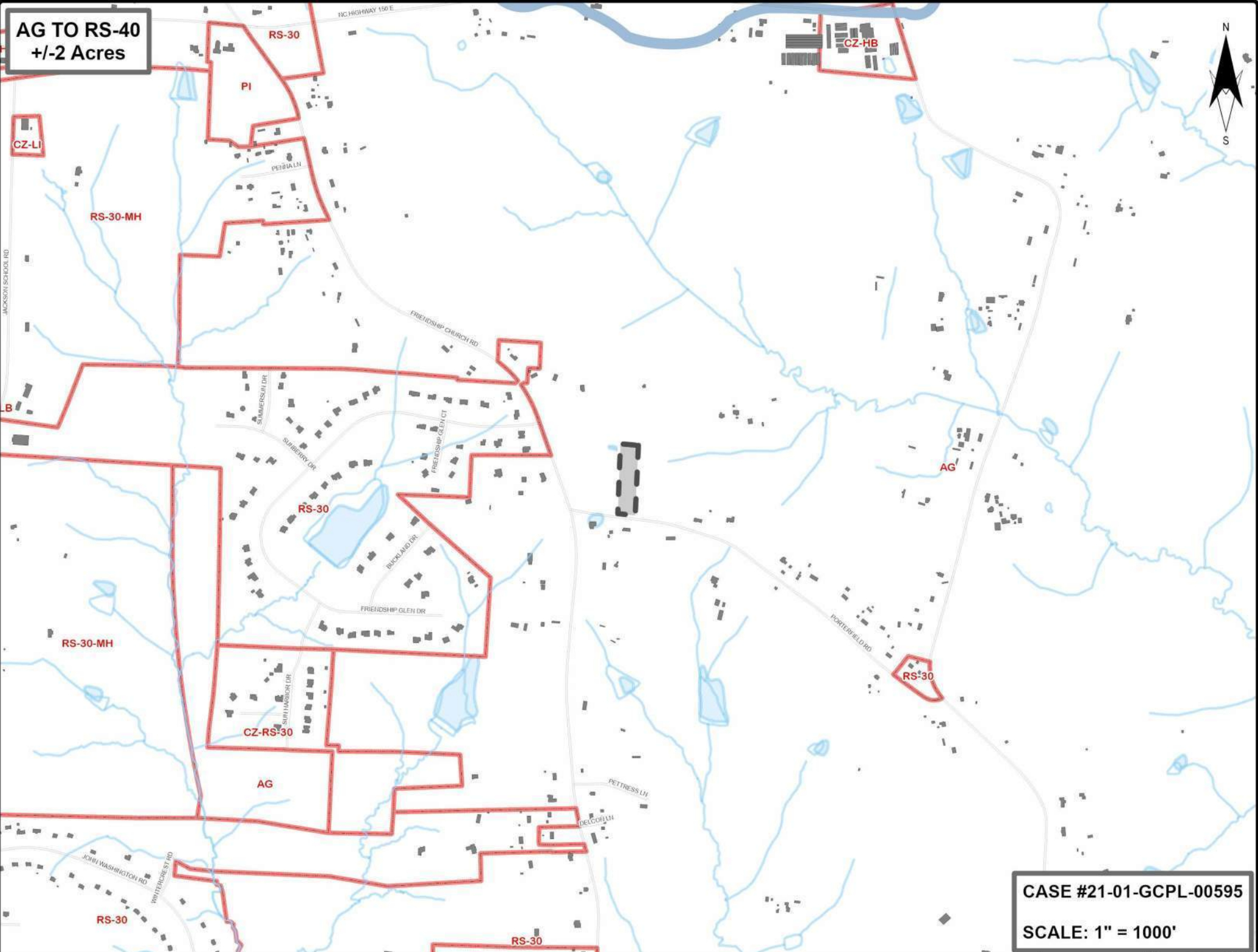
JURISDICTION:
GUILFORD COUNTY
Guilford County
Planning & Development
Department

Rezoning Case #
21-01-GCPL-00595
Scale: 1" = 400'

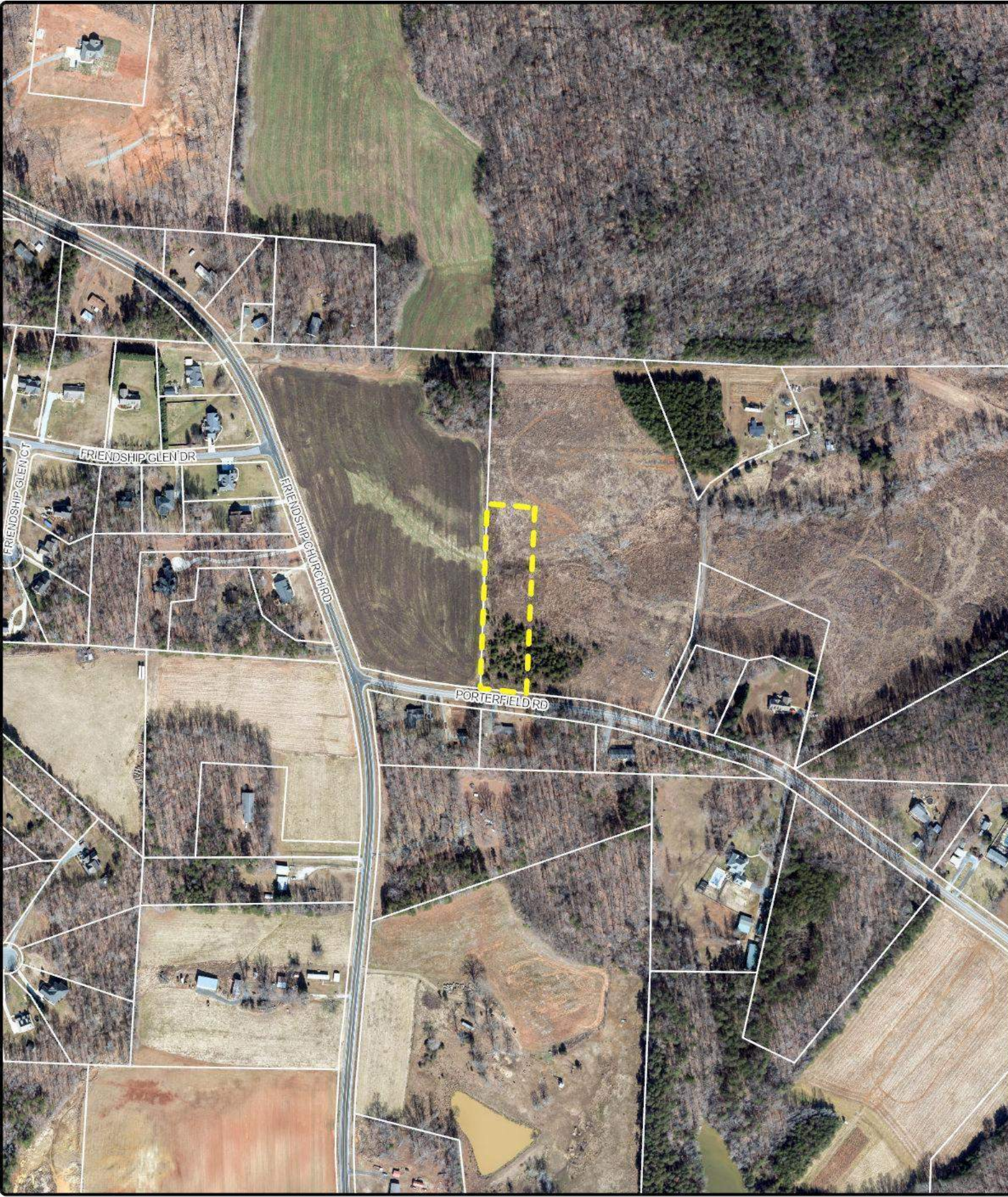
Map:
112298



**AG TO RS-40
+/-2 Acres**



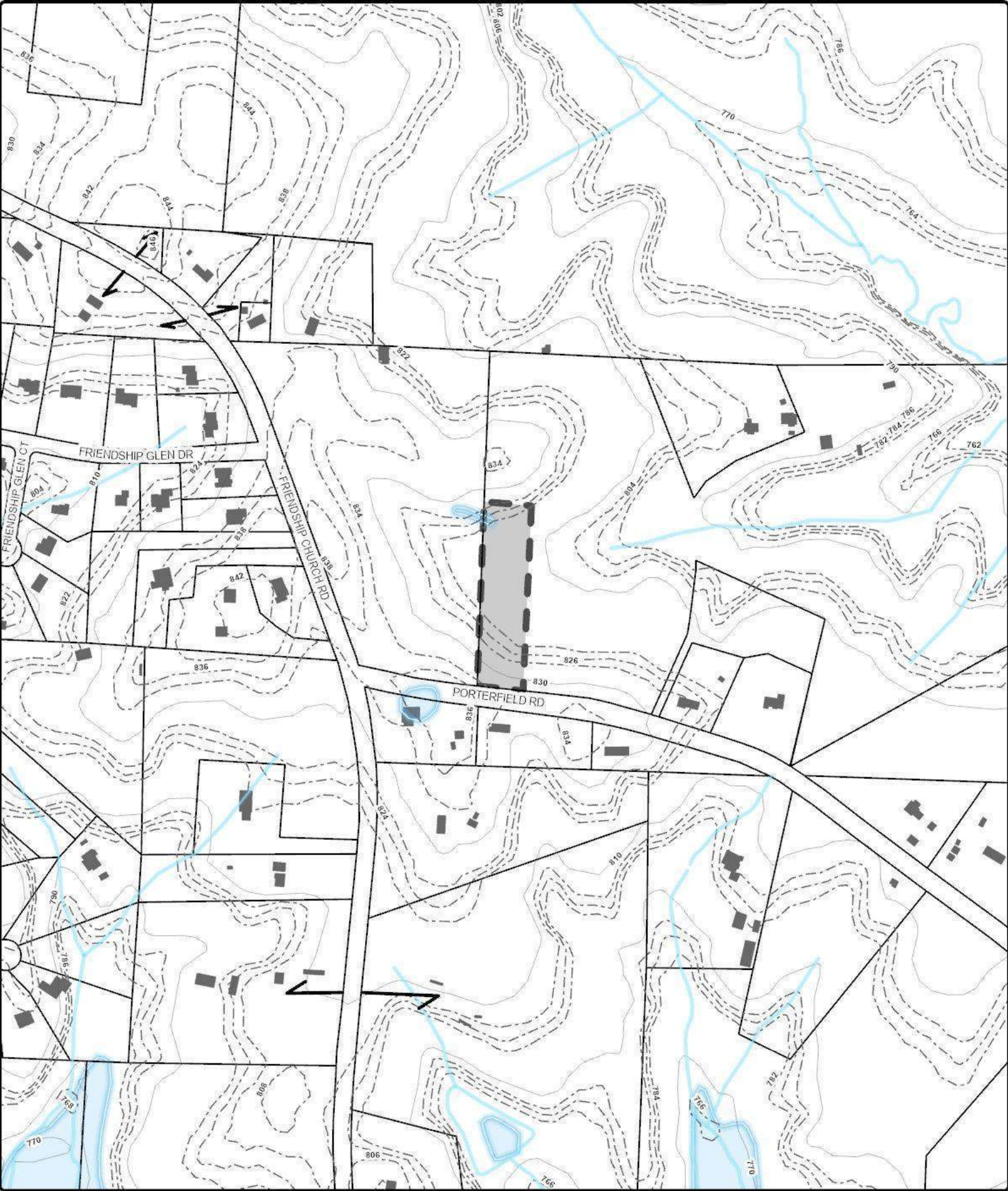
CASE #21-01-GCPL-00595
SCALE: 1" = 1000'



CASE #21-01-GCPL-00595

Scale: 1" = 400'





CASE #21-01-GCPL-00595

Scale: 1" = 400'



**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

DECISION MATRIX

Zoning	Plan Consistency	Decision
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #2
DENY-INCONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #112298, from **AG** to **RS-40** because:

- 1. The amendment **is not** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is not consistent.]

- 2. The amendment **is not** reasonable and in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

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**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Rezoning
Application**

Date Submitted: 2/3/21 Fee \$500.00 Receipt # _____ Case Number 21-02-GCPL-00956

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.

Pursuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to rezone the property described below from the RS-40 zoning district to the L1 zoning district. Said property is located at 4075 Wiley Davis Rd in _____ Township; Being a total of: 4.26 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 140422 Tax Parcel # _____
Tax Parcel # _____ Tax Parcel # _____
Tax Parcel # _____ Tax Parcel # _____

Check One:

- The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

Check One:

- Public services (i.e. water and sewer) are not requested or required.
- Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Check One:

- The applicant is the property owner(s)
- The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
- The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).
- The applicant has no connection to the property owner and is requesting a third party rezoning.

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by

John D East
Property Owner Signature

John D East

Name
5214 Sweetwater Ct

Mailing Address
Greensboro NC 27407

City, State and Zip Code

Phone Number 336-362-6751 Email Address landhome02@gmail.com

Representative/Applicant Signature (if applicable)

Name

Mailing Address

City, State and Zip Code

Phone Number Email Address

Additional sheets for tax parcels and signatures are available upon request.

SURVEYOR'S CERTIFICATE

I, KIM R. LULLY, certify that this plat was drawn under my supervision from an actual survey made under my supervision from deed description recorded in Book 09 noted Page 08 noted. I certify that the ratio of precision as calculated is 1:10,000. I certify that the boundaries not surveyed are clearly indicated as broken lines. Witness my original signature, registration number and Seal this 21st day of MAY A.D. 20 03.

PURPOSE OF THIS PLAT:
(9) This survey creates a subdivision of land within the limits of a county or municipality that has an ordinance that requires pieces of land.



Tom R. Jilly
Surveyor
L-3612
Registration Number

Review Officer Certification:

I, Paul T. Goss, Review Officer for Guilford County, State of North Carolina, certify that this plat was drawn under my supervision from an actual survey made under my supervision from deed description recorded in Book 09 noted Page 08 noted. I certify that the ratio of precision as calculated is 1:10,000. I certify that the boundaries not surveyed are clearly indicated as broken lines. Witness my original signature, registration number and Seal this 21st day of MAY A.D. 20 03.

Local Jurisdiction Approval for Recordation Certificate:

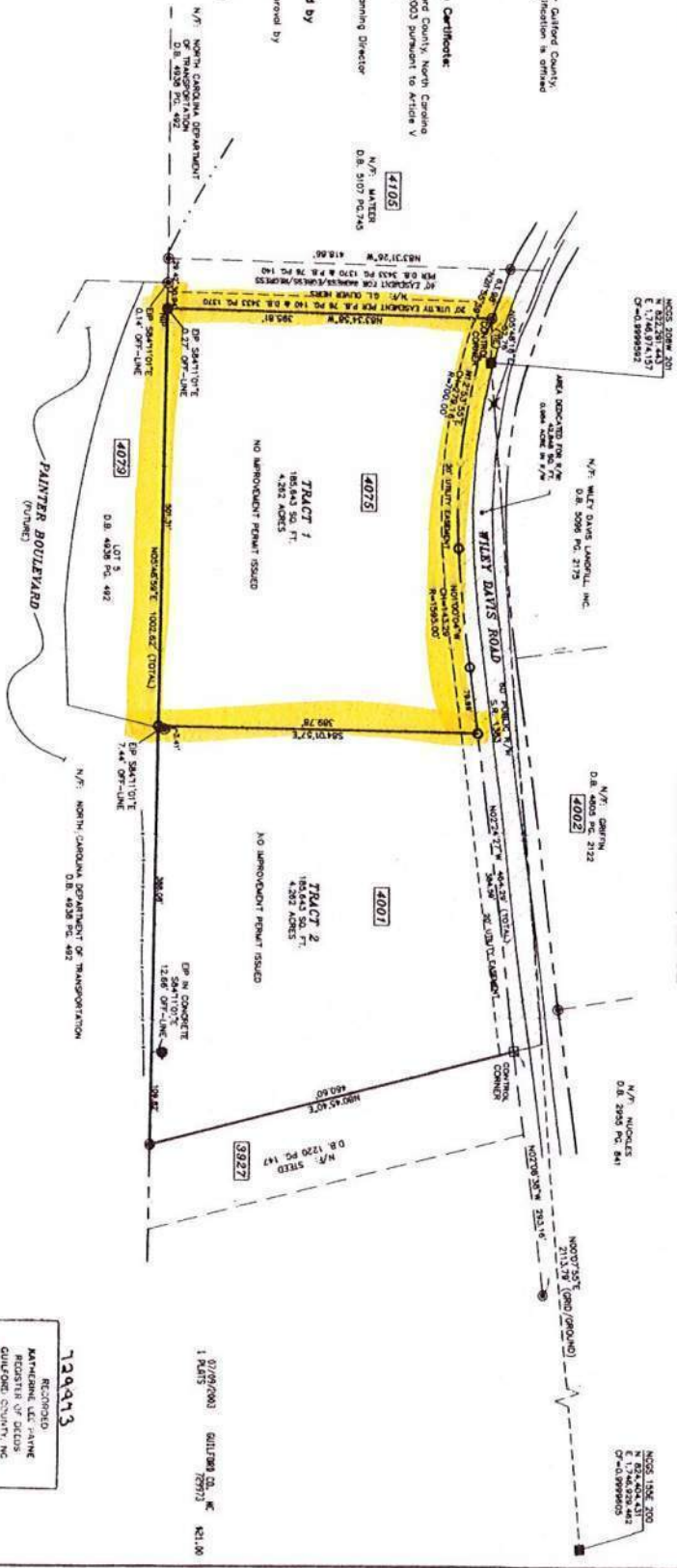
Approved by Pat W. Baskley, Planning Director of the Guilford County Development Ordinance on the 14th day of July, 2003 pursuant to Article V of the Guilford County Charter.

Pat W. Baskley, Planning Director
7/14/03

Certificates notching to be approved is required by NCDOT Division of Highways.
This plat does not require a certificate of approval by NCDOT Division of Highways as provided in G.S. 136-1026, subsection (b).

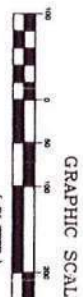
Ownership and Dedication Certificate:
The undersigned hereby acknowledge that the land shown on this plat is within the subdivision jurisdiction of the Board of Commissioners of Guilford County and that this plat dedicates to public use and easements, forever all roads so shown or indicated on said plat.

OWNER: Jacqueline E. Cox
OWNER: Dorothy East
OWNER: Dorothy East
OWNER: Dorothy East
ATTEST: Tom Jilly



NOTES

1. SITE REFERENCE: DEED BOOK 1322 PAGE 160, EASEMENTS - DEED BOOK 3411 AS REFLECTED IN PLAT BOOK 76 PAGE 140, & BEING ALL OF TAX PARCEL AC-1-183-756-28 AS LOTS 1 & 2 OF DEED BOOK 1322 PAGE 160.
2. NET AREA: 371,298 SQ. FT., 8.524 ACRES.
3. NO TITLE SEARCH WAS PERFORMED FOR THIS SURVEY.
4. SITE IS NOT LOCATED IN A KNOWN FLOOD PLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS ILLUSTRATED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL # 370111 0177 C, DATED NOVEMBER 18, 1988.
5. THE SURVEY SHOWN HEREON IS FROM DIRECT FIELD DATA COLLECTED 03/19/03 & 03/31/03. ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, ARE THE PROPERTY OF THE UTILITIES INDICATED. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.
6. ZONING: RS-40, SCenic CORRIDOR OVERLAY.



729443
RECORDED
MATHEW LEE FAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
THIS IS THE DAY OF July
2003 TIME 11:45:10
BOOK 151 PAGE 029

FINAL PLAT
FOR
JACQUELINE E. COX,
AND
DOROTHY EAST
SUNNER TOWNSHIP
GUILFORD COUNTY
NORTH CAROLINA

Regional Land Surveyors, Inc.
8642 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
TELEPHONE (336) 655-8155

Guilford County, NC - Property Report [Convert to PDF](#) 1/8/2021

Parcel ID	Property Address	Legal Description
140422	4075 Wiley Davis Rd	4.26 TRACT 1 PB 151-29 COX & EAST PL151-29



Mobile
Maps



Owner Information		
Owner Name	Mailing Address	City, State Zip
EAST, DOROTHY S	4811 GROOMETOWN RD	GREENSBORO, NC 27407

Parcel Information			
PIN	Zoning	Use	Tax District
7842721463-000	RS-40-Residential, Single-Family, 1 unit per acre	RESIDENTIAL	0
Parcel Size	Appraisal Nbrhood	Plat/Condo Bk & Pg	
4.26	7842B06	151-29	

Recent Sales				
Book & Page	Sale Date	Sale Price	Qualified?	Improved?
00611002015		\$0	Yes	Yes

Appraisal Values			
Land	Buildings	Extra Features	Total Value
\$77,200	\$0	\$0	\$77,200

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Property Information

Located on the east side of Wiley Davis Road, approximately 3500 feet northeast from its intersection of Groometown Road, approximately 4.26 acres Guilford County Tax Parcel #140422 owned by Dorothy East.

Zoning History of Denied Cases: There is no history of denied cases.

Nature of the Request

This proposed request is to Rezone property from RS-40 to LI.

District Descriptions

The RS-40, Residential District is primarily intended to accommodate single-family residential detached dwellings on lots in areas without access to public water and sewer services. The minimum lot size of this district is 40,000 square feet. Conservation subdivisions may be developed in this district.

The LI, Light Industrial District is primarily intended to accommodate limited manufacturing, wholesaling, warehousing, research and development and related commercial/service activities which, in their normal operations, have little or no adverse effect upon adjoining properties.

Character of the Area

This request is in an area that is characterized by industrial uses adjacent to the property and industrial uses south of the I-85/I-73 interchange with scattered residential uses.

Existing Land Use(s) on the Property: Vacant

Surrounding Uses:

North: Vacant

South: Tractor trailer storage

East: Vacant / I-85 exit ramp

West: Vacant

Historic Properties: There are no inventoried Historic Properties located on or near the property.

Cemeteries: No cemeteries are shown to be located on this property, but efforts should be made to rule out the potential of unknown grave sites.

Infrastructure and Community Facilities

Emergency Response:

Fire Protection District: Pinecroft Sedgefield.

Miles from Fire Station: Approximately 1.4 miles.

Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: No

Feasibility Study or Service Commitment: No

Transportation:

Existing Conditions: Wiley Davis Road is two-lane major thoroughfare road. 1900 ADT per NCDOT 2019 traffic count.

Proposed Improvements: NCDOT driveway permit required when site plan is submitted.

Projected Traffic Generation: Not available at this time.

Environmental Assessment

Topography: Gently sloping to moderately sloping.

Regulated Floodplain/Wetlands:

There is no regulated floodplain on the property. There are no mapped wetlands on the property.

Streams and Watershed:

The property is within the Lower Randleman Lake (Deep River) Water Supply Watershed, WS-IV, in the General Watershed Area. There are no mapped streams on the property.

Land Use Analysis

Land Use Plan: Southern Area Plan

Plan Recommendation: Agricultural

Consistency: Inconsistent with the Southern Area Plan.

Recommendation

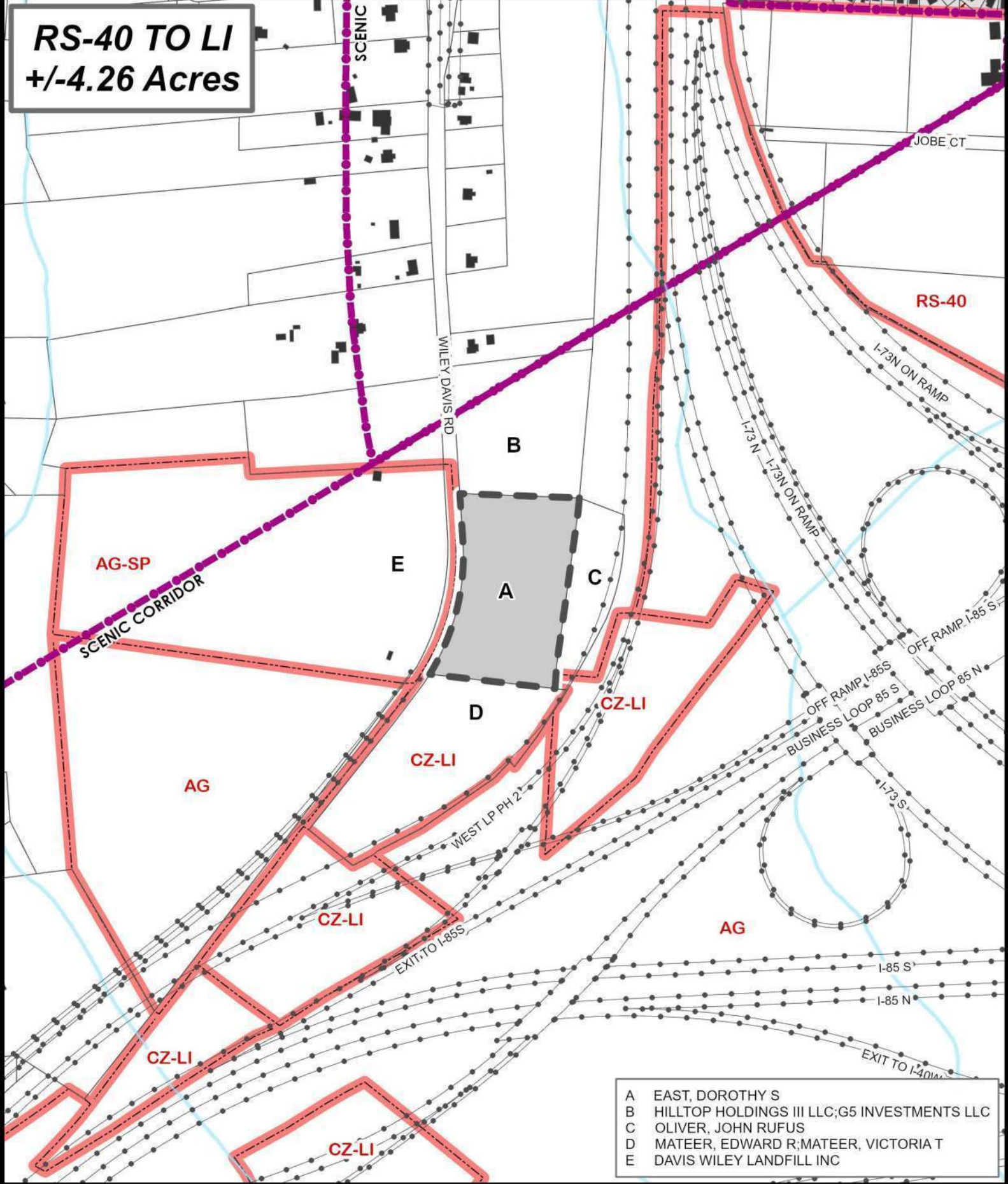
Staff Recommendation: Staff recommends approval.

1. The Plan designates the area as Agricultural which is inconsistent with this request.

2. This request is in an area that is characterized by industrial uses adjacent to the property and industrial uses south of the I-85/I-73 interchange.
3. The LI, Light Industrial District is primarily intended to accommodate limited manufacturing, wholesaling, warehousing, research and development and related commercial/service activities which, in their normal operations, have little or no adverse effect upon adjoining properties.
4. It is reasonable and in the public interest because the site is located on a major thoroughfare and is in close proximity to I-85 and I-73 which provides ease of access.
5. It will provide services and employment opportunities for the area.
6. The rezoning will adhere to Guilford County's landscape buffer requirements and lighting requirements.

Area Plan Amendment Recommendation: The proposed Rezoning is inconsistent with the Southern Area Plan land use classification of Agricultural; thus if approved, a plan amendment to Light Industrial would be required.

**RS-40 TO LI
+/-4.26 Acres**



- A EAST, DOROTHY S
- B HILLTOP HOLDINGS III LLC;G5 INVESTMENTS LLC
- C OLIVER, JOHN RUFUS
- D MATEER, EDWARD R;MATEER, VICTORIA T
- E DAVIS WILEY LANDFILL INC



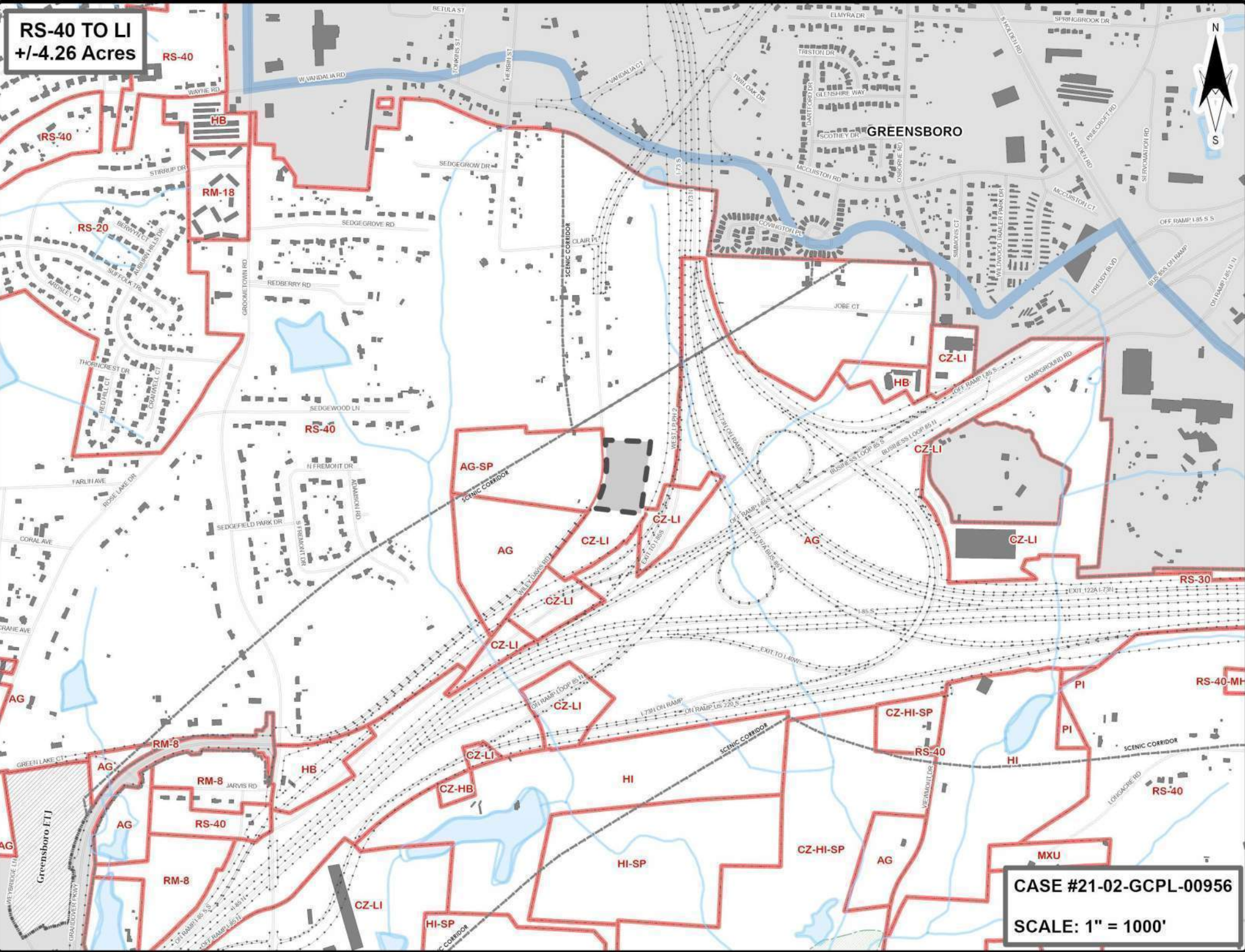
JURISDICTION:
GUILFORD COUNTY
 Guilford County
 Planning & Development
 Department

Rezoning Case #
21-02-GCPL-00956
 Scale: 1" = 400'

Map:
 140422



RS-40 TO LI
+/-4.26 Acres



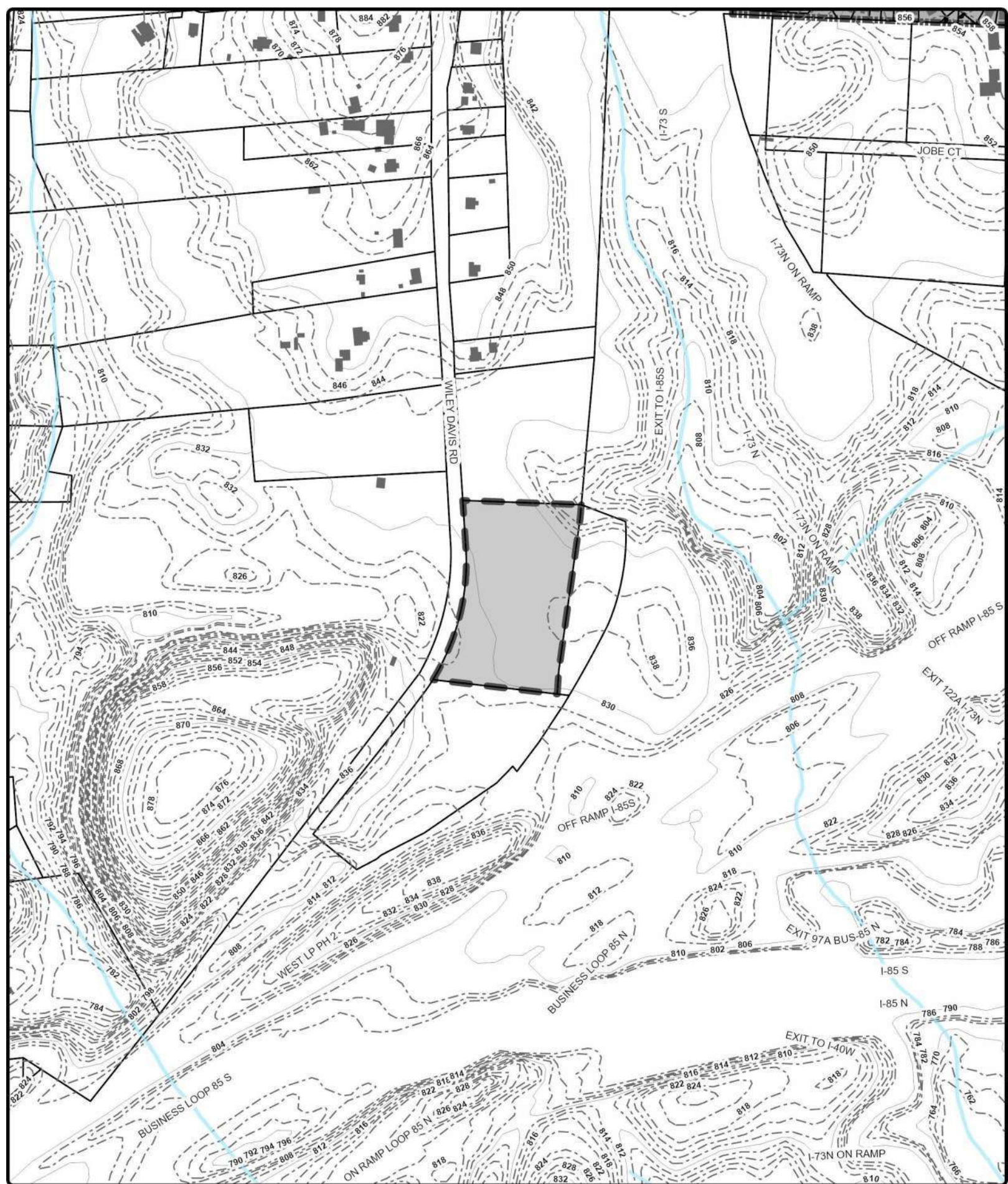
CASE #21-02-GCPL-00956
SCALE: 1" = 1000'



CASE #21-02-GCPL-00956

Scale: 1" = 400'





CASE #21-02-GCPL-00956

Scale: 1" = 400'



**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

DECISION MATRIX

Zoning	Plan Consistency	Decision
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #2
DENY-INCONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #140422, from **RS-40** to **LI** because:

- 1. The amendment **is not** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is not consistent.]

- 2. The amendment **is not** reasonable and in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #4
DENY-CONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #**140422**, from **RS-40** to **LI** because:

1. The amendment **is** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is consistent.]

2. The amendment **is** consistent but not in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

**INSERT
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**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

Planning Board
Rezoning
Application

Date Submitted: **February 10, 2021**

Fee \$500.00 Receipt # _____

Case Number 21-02-GCPL-01089

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.

Pursuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to rezone the property described below from the RS-40 zoning district to the HI zoning district.

Said property is located 2031 Bishop Road

in Sumner Township; Being a total of: 6.466 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 1 4 1 9 1 6 _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Check One:

- The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

Check One:

- Public services (i.e. water and sewer) are not requested or required.
- Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Check One:

- The applicant is the property owner(s)
- The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
- The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).
- The applicant has no connection to the property owner and is requesting a third party rezoning.

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by: **Tedder Property, LLC**

Property Owner Signature

Matthew Tedder, Manager

Name

2036 Bishop Road

Mailing Address

Greensboro, NC 27408

City, State and Zip Code

Phone Number

Email Address

Representative/Applicant Signature (if applicable)

Amanda Hodierne, Esq.

Name

804 Green Valley Road, Suite 200

Mailing Address

Greensboro, NC 27408

City, State and Zip Code

(336) 609-5137 amanda@isaacsonsheridan.com

Phone Number

Email Address

Additional sheets for tax parcels and signatures are available upon request.

Exhibit A

All Deed Book (DB) & Plat Book (PB) references are as recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

Being all of Parcel 141916 (PIN 7851-27-5461), Sumner Township, Guilford County, North Carolina, located at 2031 Bishop Road, Greensboro, NC 27406, and being more particularly described as follows:

Beginning at an Existing Nail at the base of a bent Existing Iron Pipe (EIP) located on the southern margin of the 60' Right-of-Way (R/W) of Bishop Road, State Route (SR) 1116 (PB 0058-0104), said southern margin being a curve having a radius of 3,043.34', said point being the northernmost northeast (NE) corner of the property herein described, the northwest (NW) corner of the Now/Formerly (N/F) Barbara M Herbin property (DB 2498-0727, Parcel 141948, 2029 Bishop Rd), and the **Point of Beginning**;

thence with said curve to the left having a radius of 3,043.34', a chord bearing and distance of North 88°02'51" West 138.24' to a point on said R/W;

thence North 89°20'56" West 28.58' to an EIP on said R/W, the northernmost NW corner of the property herein described, and the NE corner of the N/F Jose Wilfrido Toledo-Hernandez & Wilfrido Toledo, Jr property (DB 7910-2089, Parcel 141965, 2033 Bishop Rd);

thence leaving said R/W South 02°23'08" West 199.87' to an EIP, the southeast (SE) corner of the N/F Jose Wilfrido Toledo-Hernandez & Wilfrido Toledo, Jr property (DB 7910-2089, Parcel 141965, 2033 Bishop Rd), and a corner with the property herein described;

thence South 89°52'43" West 115.11' to an EIP, the southwest (SW) corner of the N/F Jose Wilfrido Toledo-Hernandez & Wilfrido Toledo, Jr property (DB 7910-2089, Parcel 141965, 2033 Bishop Rd), and the SE corner of the N/F Lillie Maude Fitzgerald property (DB 6858-2125, Parcel 141951, 2035 Bishop Rd);

thence North 89°57'15" West 100.22' to an EIP, an old property corner of the N/F Lillie Maude Fitzgerald property (DB 2193-0295 & DB 2494-0778, Parcel 141951, 2035 Bishop Rd);

thence North 88°30'51" West 21.34' to an EIP in the line of the N/F Bishop Road Properties, LLC property (DB 5344-0135, PB 0058-0104, Parcel 141960, 2037 Bishop Rd), said EIP being the SW corner of the N/F Lillie Maude Fitzgerald property (DB 2494-0778, Parcel 141951, 2035 Bishop Rd), and the westernmost NW corner of the property herein described;

thence South 06°53'23" West 376.16' to an EIP in the line of the N/F Jose Saul Briones Hernandez property (Tract III, DB 7776-2316, Parcel 141985, 2025 Bishop Rd), said EIP being the SE corner of the N/F Bishop Road Properties, LLC property (DB 5344-0135, PB 0058-0104, Parcel 141960, 2037 Bishop Rd), and the SW corner of the property herein described;

thence South 86°30'00" East 629.45' to an Existing Iron Rod (EIR) in the line of the N/F Duke Power Company property (DB 2567-0916, Parcel 142008, 2021 Bishop Rd), said EIR being the NE corner of the N/F Jose Saul Briones Hernandez property (DB 7776-2316, Parcel 141985, 2025 Bishop Rd), and the SE corner of the property herein described;

thence North 07°38'16" East 280.10' to an EIP, the NW corner of the N/F Duke Power Company property (DB 2567-0916, Parcel 142008, 2021 Bishop Rd), and the SW corner of the N/F Duke Power Company property (DB 2566-0636, Parcel 141962, 2019 Bishop Rd);

thence North 07°20'22" East 130.50' to an Existing Nail at the base of a bent EIP in the line of the N/F Duke Power Company property (DB 2566-0636, Parcel 141962, 2019 Bishop Rd), said EIP being the SE corner of the N/F The Barbara Ann Mebane Herbin Living Trust U/A property (DB 8223-1888, Parcel 1419174, 2027 Bishop Rd), and the easternmost NE corner of the property herein described;

thence North 87°55'30" West 150.49' to a New Iron Pipe (NIP), said NIP being the SW corner of the N/F The Barbara Ann Mebane Herbin Living Trust U/A property (DB 8223-1888, Parcel 1419174, 2027 Bishop Rd), and a corner with the property herein described;

thence North 07°34'30" East 10.00' to a New Iron Pipe (NIP), said NIP being the SE corner of the N/F Barbara M Herbin property (DB 2498-0727, Parcel 141948, 2029 Bishop Rd) in the western line of the N/F The Barbara Ann Mebane Herbin Living Trust U/A property (DB 8223-1888, Parcel 1419174, 2027 Bishop Rd), and a corner with the property herein described;

thence North 87°55'30" West 100.27' to a New Iron Pipe (NIP), said NIP being the SW corner of the N/F Barbara M Herbin property (DB 2498-0727, Parcel 141948, 2029 Bishop Rd), and a corner with the property herein described;

thence North 07°34'30" East 181.69' to an Existing Nail at the base of a bent EIP on the southern margin of the 60' R/W of Bishop Road, SR 1116 (PB 0058-0104), and being the **Point of Beginning**; containing 6.466 Acres, more or less.

Property Information

Located the south side of Bishop Road, approximately 1600 feet west from its intersection of South Holden Road, approximately 6.466 acres Guilford County Tax Parcel #141916 owned by Matthew Tedder.

Zoning History of Denied Cases: There is no history of denied cases.

Nature of the Request

This proposed request is to Rezone property from RS-40 to HI.

District Descriptions

The RS-40, Residential District is primarily intended to accommodate single-family residential detached dwellings on lots in areas without access to public water and sewer services. The minimum lot size of this district is 40,000 square feet. Conservation subdivisions may be developed in this district.

The HI, Heavy Industrial District is intended to accommodate a broad range of Heavy Industrial uses including manufacturing, wholesaling, fabrication, resource extraction and specialized industrial operations that may create adverse impacts on incompatible uses including residential or sensitive habitats. Developments should have access to arterial streets and highways.

Character of the Area

This request is in an area that is characterized by industrial uses and scattered transitional housing.

Existing Land Use(s) on the Property: Vacant

Surrounding Uses:

North: Single-family residential

South: Single-family residential

East: Duke Power substation

West: Vacant

Historic Properties: There are no inventoried Historic Properties located on or near the property.

Cemeteries: No cemeteries are shown to be located on this property but efforts should be made to rule out the potential of unknown grave sites.

Infrastructure and Community Facilities

Emergency Response:

Fire Protection District: Pinecroft Sedgefield.

Miles from Fire Station: Approximately 1.4 miles.

Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: No

Feasibility Study or Service Commitment: No

Transportation:

Existing Conditions: Bishop Road is a two-lane minor thoroughfare. 2019 traffic counts: 1,500 average trips per day.

Proposed Improvements: NCDOT driveway permit is required for new development on site.

Projected Traffic Generation: Not available at this time.

Environmental Assessment

Topography: Gently to moderately sloping.

Regulated Floodplain/Wetlands:

There is no regulated floodplain on the property. There are no mapped wetlands on the property.

Streams and Watershed:

The property is located in the Lower Randleman Lake (Deep River) Water Supply Watershed, WS-IV, in the General Watershed Area. There are no mapped streams on the property.

Land Use Analysis

Land Use Plan: Southern Area Plan

Plan Recommendation: Agricultural

Consistency: Inconsistent with the Southern Area Plan.

Recommendation

Staff Recommendation: Staff recommends approval.

1. The Plan designates the area as Agricultural which is inconsistent with this request.
2. This is in a transition area which already has many properties zoned industrial in the

vicinity, with a few scattered residences remaining. The surrounding industrial uses in the area include a rock quarry, a metal manufacturer, a concrete plant, the Guy M. Turner crane, machinery and heavy trucking rental and service facility, and a salvage yard.

3. As shown on the survey submitted, there is a Colonial Pipeline 50-foot ROW easement which traverses the property almost at its center. Nothing is allowed within the pipeline easement and only a minimal crossing is permissible. This substantially limits the possibility of a small residential subdivision layout and limits large scale industrial facilities.
4. The property also has a 30-foot utility easement that splits the property, as shown on the survey submitted which substantially limits the possibility of a small residential subdivision layout and limits large scale industrial facilities.
5. It is reasonable and in the public interest as the site is located on Bishop Road in an area that is a mixture of industrial and several transitional low-density residential uses.
6. It will provide services and employment opportunities for the area.
7. The rezoning will adhere to Guilford County's landscape buffer requirements and lighting requirements.

Area Plan Amendment Recommendation: The proposed Rezoning is inconsistent with the Southern Area Plan land use classification of Agricultural; thus if approved, a plan amendment to Heavy Industrial would be required.

**RS-40 TO HI
+/-6.466 Acres**



- A MARK, MARY MAUD
- B HERBIN, BARBARA M
- C HERBIN, BARBARA ANN MEBANE TRUSTEE; SMITH, KEISHA HERBIN TRUSTEE; THE BARBARA ANN MEBANE HERBIN LIVING TRUST
- D DUKE POWER CO TAX DEPT-PB05B
- E DUKE POWER CO TAX DEPT-PB05B
- F HERNANDEZ, JOSE SAUL BRIONES
- G BISHOP ROAD PROPERTIES LLC
- H FITZBERALD, LILLIE MAUDE
- I TOLEDO, WILFRIDO JR; TOLEDO-HERNANDEZ, JOSE WILFRIDO
- J DONNELL, TIFFANY N
- K VIEWMONT ROAD PROPERTIES LLC



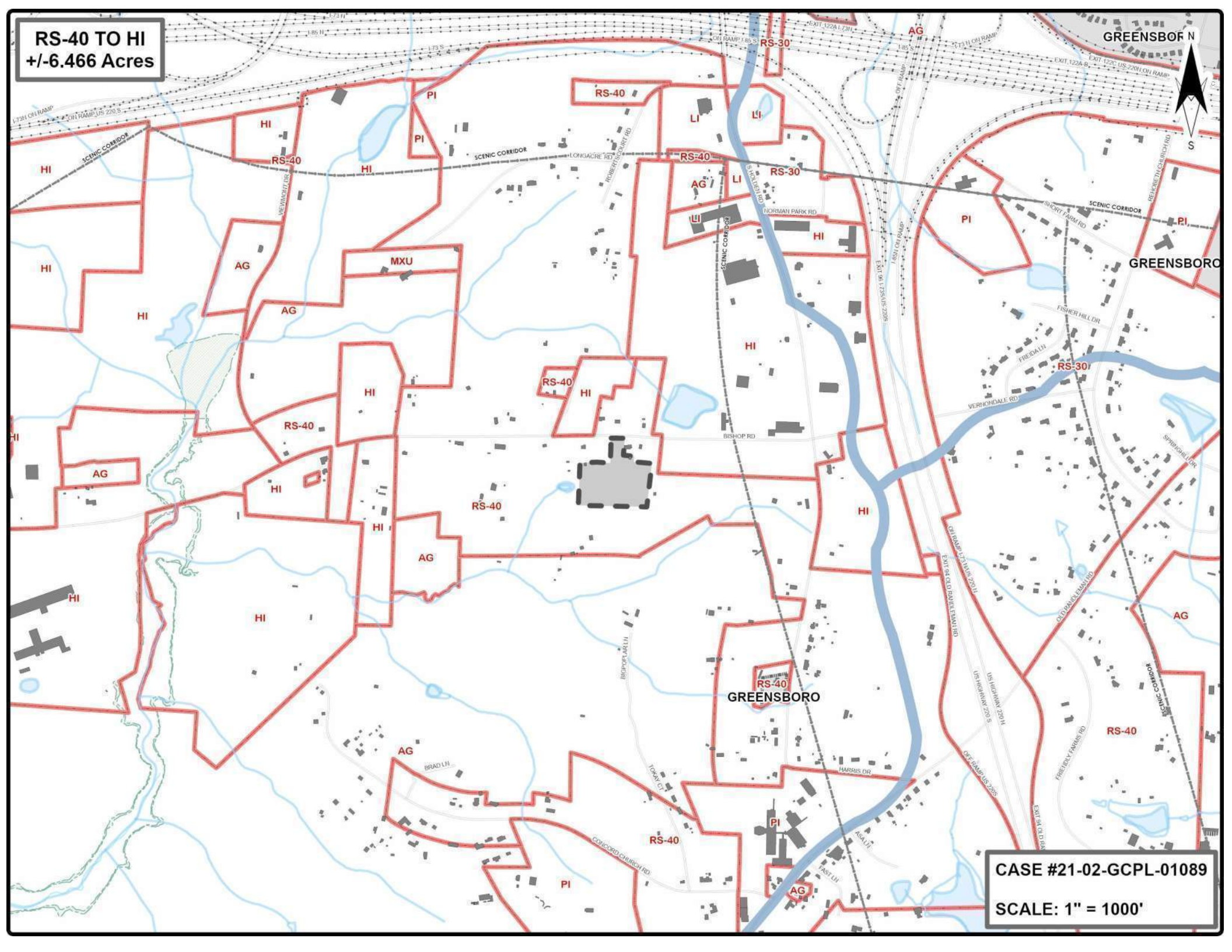
JURISDICTION:
GUILFORD COUNTY
 Guilford County
 Planning & Development
 Department

Rezoning Case #
21-02-GCPL-01089
Scale: 1" = 400'

Map:
 141916



RS-40 TO HI
+/-6.466 Acres

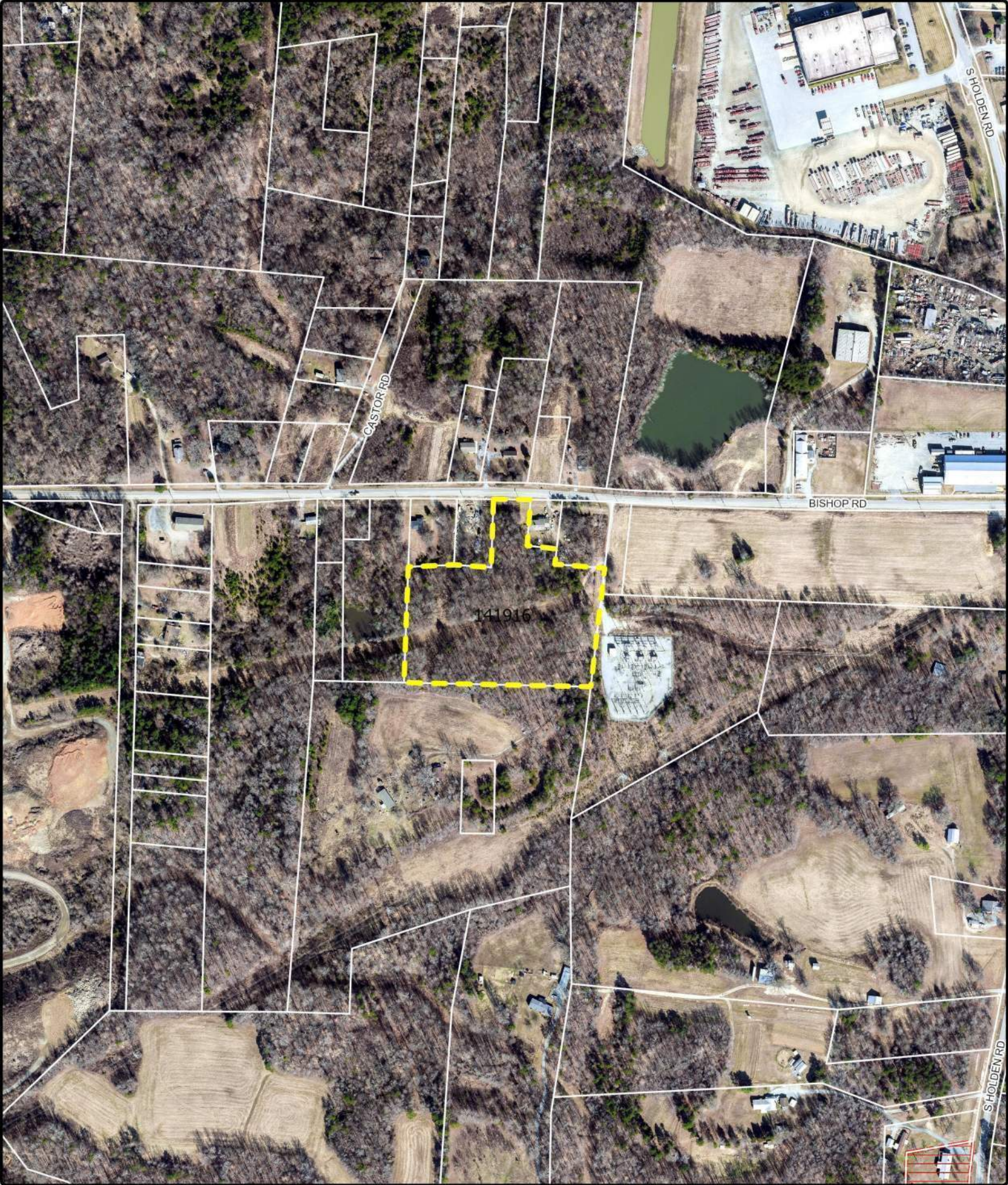


GREENSBORO N

GREENSBORO

GREENSBORO

CASE #21-02-GCPL-01089
SCALE: 1" = 1000'



141916

CASTOR RD

BISHOP RD

S HOLDEN RD

S HOLDEN RD



CASE #21-02-GCPL-01089

Scale: 1" = 400'





CASE #21-02-GCPL-01089

Scale: 1" = 400'



**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

DECISION MATRIX

Zoning	Plan Consistency	Decision
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #2
DENY-INCONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #141916, from **RS-40** to **HI** because:

- 1. The amendment **is not** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is not consistent.]

- 2. The amendment **is not** reasonable and in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #4
DENY-CONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #**141916**, from **RS-40** to **HI** because:

1. The amendment **is** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is consistent.]

2. The amendment **is** consistent but not in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

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**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

Planning Board
Rezoning
Application

Date Submitted: 2-10-21 Fee \$500.00 Receipt # _____ Case Number 21-02-GCPL-0193

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.

Pursuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to rezone the property described below from the A540 zoning district to the AG zoning district.

Said property is located 5006 McConnel Rd Whitsett in Jefferson Township; Being a total of: 1.1 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # <u>120839</u>	Tax Parcel # _____
Tax Parcel # _____	Tax Parcel # _____
Tax Parcel # _____	Tax Parcel # _____

Check One:

- The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and/or a map are attached.

Check One:

- Public services (i.e. water and sewer) are not requested or required.
- Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Check One:

- The applicant is the property owner(s) Power of Attorney Daughter
- The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
- The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).
- The applicant has no connection to the property owner and is requesting a third party rezoning.

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by

Doris Burnsides
Property Owner Signature

Cathy Burnsides McAden
Representative/Applicant Signature (if applicable)

Name Doris Burnsides

Mailing Address Whitsett N.C. 27377

City, State and Zip Code

Phone Number 336-697-8317 Email Address _____

Name Cathy Burnsides McAden

Mailing Address 2005 Mt Hope Church Road

City, State and Zip Code Whitsett, N.C. 27377

Phone Number 336-549-3810 Email Address littlepotteryca@ad.com

5012 McConnel Rd

No Email

Additional sheets for tax parcels and signatures are available upon request.

OB
2/10/21

My name is Cathy Burnsidess McAden, I am the daughter and Power of Attorney to my Mother, Doris Burnsidess who is the owner of the land at 5006 McConnell Rd. We are requesting to have the land returned to its original agricultural title. My daughter currently lives there and the home she lives in is a 1974 model manufactured home. It has presented many issues that will be costly to fix, and she will better benefit from having a larger and more easily accessible newer manufactured home instead, but with the land having been changed to residential is now a problem. My daughter has been a diabetic since the age of 6 and has many other health issues as well, she was awarded disability and is on a limited income. She has a 2 year old daughter that has been undergoing testing for her own disabilities and diagnoses. She requires a lot of therapy and special attention in order for her to try and catch back up with her age group. The manufactured home they live in makes it very hard to have the space needed for her physical struggles.

My mother is nearly 80 years old and lives next-door to this property, which she still owns along with several other acres. My Fathers family originally owned over 50 acres at this location. Most of this family land was used as farming land and is still used for farming. The neighbors across the street have horses, and several neighbors to the back side of the property have farm animals as well. Up and down this road there are several lots that have remained as fields and forest areas. It is important to keep this as family land and would only make sense to have it all still classified as agricultural like the remaining acreage around it that is still in the family name.

A lot of the people living there have been there my entire life, and their parents knew my parents and now some of their children live there. We feel it is only fair and right that the lot be changed back to agricultural and my daughter be allowed to have a newer and more reliable home there. My mother looks after her and she looks after my mother. It is a great deal to my mother that her family and grandchildren, and great grandchildren remain close and have the opportunity to have a piece of family history to thrive on.

Property Information

Located on the south side of McConnell Road, approximately 500 feet east from its intersection of Mt Hope Church Road, approximately 1.1 acres Guilford County Tax Parcel #120839 owned by Doris Burnside.

Zoning History of Denied Cases: There is no history of denied cases.

Nature of the Request

This proposed request is to Rezone property from RS-40 to AG.

District Descriptions

The RS-40 Residential district is primarily intended to accommodate single-family residential dwellings on lots in areas without access to public water and sewer services. The minimum lot size of this district is 40,000 square feet. Conservation subdivisions may be developed in this district.

The AG Agriculture district is intended to provide locations for agricultural operations, farm residences, and farm tenant housing on large tracts of land. This district is further intended to reduce conflicts between residential and agricultural uses and preserve the viability of agricultural operations. Commercial agricultural product sales “agritourism” may be permitted. The minimum lot size of this district is 40,000 square feet.

Character of the Area

This request is in a single-family residential area. The lot is part of a 4-lot subdivision that was rezoned under case 61-01 on October 10, 2001.

Existing Land Use(s) on the Property: Manufactured home (nonconforming structure)

Surrounding Uses:

- North: Single-family dwelling
- South: Undeveloped
- East: Single-family
- West: Single-family

Historic Properties: There are no inventoried Historic Properties located on or near the property.

Cemeteries: No cemeteries are shown to be located on this property, but efforts should be made to rule out the potential of unknown grave sites.

Infrastructure and Community Facilities

Emergency Response:

Fire Protection District: Mount Hope.

Miles from Fire Station: Approximately 3.7 miles.

Water and Sewer Services:

Provider: Private Septic Systems and Wells or Public Water and Sewer (Greensboro, Burlington, High Point, Sedgefield Sanitary) Community Water, Community Septic, Individual Septic

Within Service Area: (Yes or No)

Feasibility Study or Service Commitment: (Yes, No, or N/A w/comment)

Transportation:

Existing Conditions: Major thoroughfare; ADT 650 vehicles/day (NCDOT 2018)

Proposed Improvements: None

Projected Traffic Generation: Not available

Environmental Assessment

Topography: Gently sloping.

Regulated Floodplain/Wetlands:

There is no regulated floodplain on the property. There are no mapped wetlands on the property.

Streams and Watershed:

The property is within the Lake Mackintosh (Big Alamance Creek) Water Supply Watershed, WS-IV, in the General Watershed Area. There are no mapped streams on the property.

Land Use Analysis

Land Use Plan: Rock Creek Area Plan (2016)

Plan Recommendation: AG Rural Residential

Consistency:

The proposed zoning is consistent with the recommendation of the Rock Creek Area Plan. The AG Rural Residential designation recognizes land currently zoned or recommended for future agricultural and residential. Anticipated land uses include those permitted in the Agricultural (AG), RS-40 Residential Single-Family, RS-30 Residential Single-Family,

Recommendation

Staff Recommendation: Staff recommends approval

The rezoning is consistent with the recommendation of the Rock Creek Area Plan. The parcel is part of a 4-lot subdivision created from a parent tract that had 4 or more previously created lots. However, a manufactured home currently sits on the property, which is nonconforming in the RS-40 district.

The request is reasonable and in the public interest because it will allow the existing manufactured home (See attached Case 61-01) to be replaced with one that is compliant with current construction standards for manufactured homes and the zoning designation.

Area Plan Amendment Recommendation: The proposed Rezoning is consistent with the Rock Creek Area Plan land use classification of AG Rural Residential, thus if approved, no plan amendment would be required.

DRAFT



GUILFORD COUNTY
PLANNING AND DEVELOPMENT DEPARTMENT

October 11, 2001

Howard G. Burnside
1343 South Scales Street
Reidsville, NC 27320

RE: REZONING CASE #61-01

Dear Mr. Burnside:

Following a public hearing on October 10, 2001 requesting rezoning of the property described below, the Guilford County Planning Board approved the request to rezone the property from AG to RS-40:

Located at the southeast intersection of McConnell Road (SR 3000) and Mt. Hope Church Road (SR 2819) in Jefferson Township. Being Guilford County Tax Map 18-1179, Block 237, Parcel 36, approximately 6.3 acres. Lake Mackintosh Watershed.

This decision is final unless it is appealed in writing to the Clerk to the Board of County Commissioners within fifteen (15) days of the October 10, 2001 Planning Board public hearing. If appealed, you will be notified by the Clerk to the Board of County Commissioners of the place, date, and time of the public hearing.

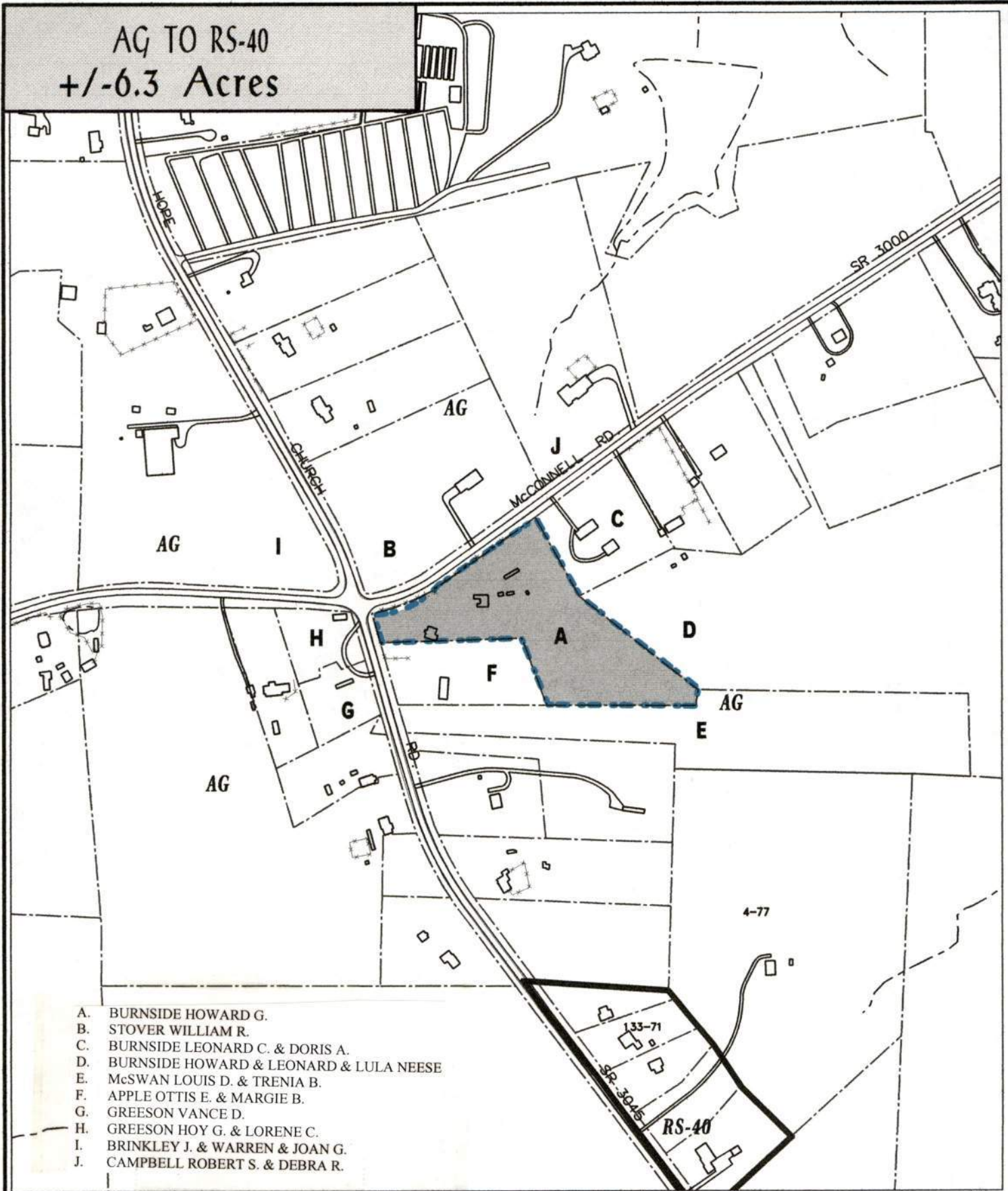
Very truly yours,

Mark E. Kirstner, Secretary
Guilford County Planning Board

/1

cc: Effie Varitimidis, Clerk to Board of County Commissioners

AG TO RS-40
 +/-6.3 Acres



- A. BURNSIDE HOWARD G.
- B. STOVER WILLIAM R.
- C. BURNSIDE LEONARD C. & DORIS A.
- D. BURNSIDE HOWARD & LEONARD & LULA NEESE
- E. McSWAN LOUIS D. & TRENIA B.
- F. APPLE OTTIS E. & MARGIE B.
- G. GREESON VANCE D.
- H. GREESON HOY G. & LORENE C.
- I. BRINKLEY J. & WARREN & JOAN G.
- J. CAMPBELL ROBERT S. & DEBRA R.

Guilford County
 Planning & Development
 Department

Rezoning Case: 61-01
 Township: Jefferson
 Scale: 1" = 400'

Map:
 18-1179-237-36



REZONING CASE #61-01

APPLICANT(S) : Howard G. Burnside

PROPERTY OWNER(S) : Howard G. Burnside

REQUEST:

From: AG, Agricultural District

To: RS-40, Residential Single-Family District

District Description:

The AG, Agricultural District, is primarily intended to accommodate uses of an agricultural nature, including farm residences and farm tenant housing. It also accommodates scattered non-farm residences on large tracts of land. It is not intended for major residential subdivisions.

The RS-40, Residential Single-Family District, is primarily intended to accommodate single-family detached dwellings on large lots in areas within a designated watershed and without access to public water and wastewater services. The district is established to promote single-family detached residences where environmental features, public service capacities or soil characteristics necessitate very low density single-family development.

LOCATION: Located at the southeast intersection of McConnell Road (SR 3000) and Mt. Hope Church Road (SR 2819) in Jefferson Township. Being Guilford County Tax Map 18-1179, Block 237, Parcel 36.

ACREAGE: Approximately 6.3 acre.

LAND USE:

Existing Land Use: Rural Residential

Requested Land Use: Residential

Zoning History of denied cases: None

Surrounding Uses:

North: Agricultural/Rural Residential

South: Rural Residential

East: Undeveloped

West: Rural Residential

Recommendation of:

County Comprehensive Land Use Plan (1986): The Plan recommends agricultural and low density residential uses for this area. The requested RS-40, Residential Single Family zoning, is consistent with the recommendations of the Plan. No Area Plan has been completed for this area.

HISTORIC PROPERTIES: No inventoried properties located in the vicinity of this site.

UTILITIES AND COMMUNITY SERVICES:

Availability of Public Water and Sewer: Yes _____ No X

Fire Protection District: Mt. Hope

Miles from Fire Station: Approximately 3.4 miles

Schools: Sedalia Elementary; Eastern Middle; Eastern High

TRANSPORTATION:

Existing Conditions: McConnell Road (SR 3000) is a paved two-lane minor thoroughfare with up to 80 feet of claimed right-of-way. Traffic counts are unavailable for this road segment. Mount Hope Church Road (SR 3045) is a paved two-lane major thoroughfare with 90 feet of claimed right-of-way. In 1999, NCDOT recorded an average ADT of 1,700 on Mount Hope Church Road just south of the site.

Proposed Improvements: No improvements are proposed at this time.

Projected Traffic Generation: Based on the requested residential density, traffic impacts should be negligible.

PHYSICAL CHARACTERISTICS:

Topography: Gentle slopes

Soil Type:

EnB - Enon fine sandy loam, 2 to 6 percent slopes

MhB2 - Mecklenburg sandy clay loam, 2 to 6 percent slopes, eroded

Regulated Floodplain & Wetlands: No indication of either present.

Stream Location and Classification: Nearest stream is over one mile from the property which is located in the Lower Lake Mackintosh Watershed, WS IV.

Watershed: Lake Mackintosh Watershed.

REZONING CASE #61-01

STAFF RECOMMENDATIONS:

This request involves a tract of land that is proposed for a 4-lot subdivision. This division constitutes a major subdivision that requires RS zoning because more than 4 lots have been divided out of the parent tract. The tract consists of approximately 6 acres, is relatively flat and contains two dwelling units and several accessory buildings.

The area consists of a mixture of rural residential and agricultural uses, and undeveloped property. Undeveloped property and rural residential uses primarily surround the tract. Residential uses are appropriate for this area and are supported by the land use plan.

With these factors in mind, staff recommends approval of the RS-40 Single Family Residential rezoning request.

PUBLIC COMMENTS:

PLANNING BOARD RECOMMENDATIONS:

Motion to Approve / Deny by:

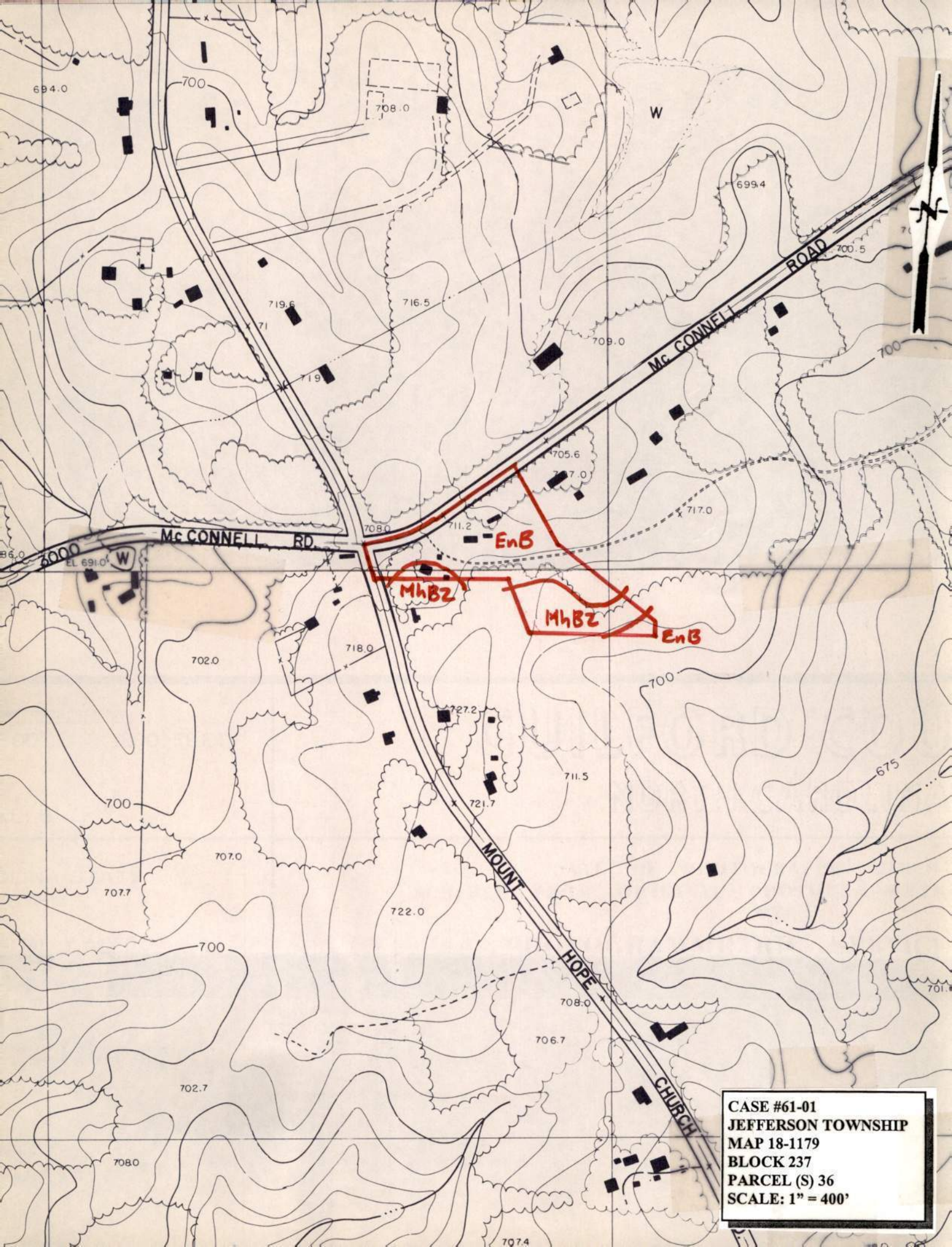
Seconded by:

Vote ___ to ___ in favor of the motion.

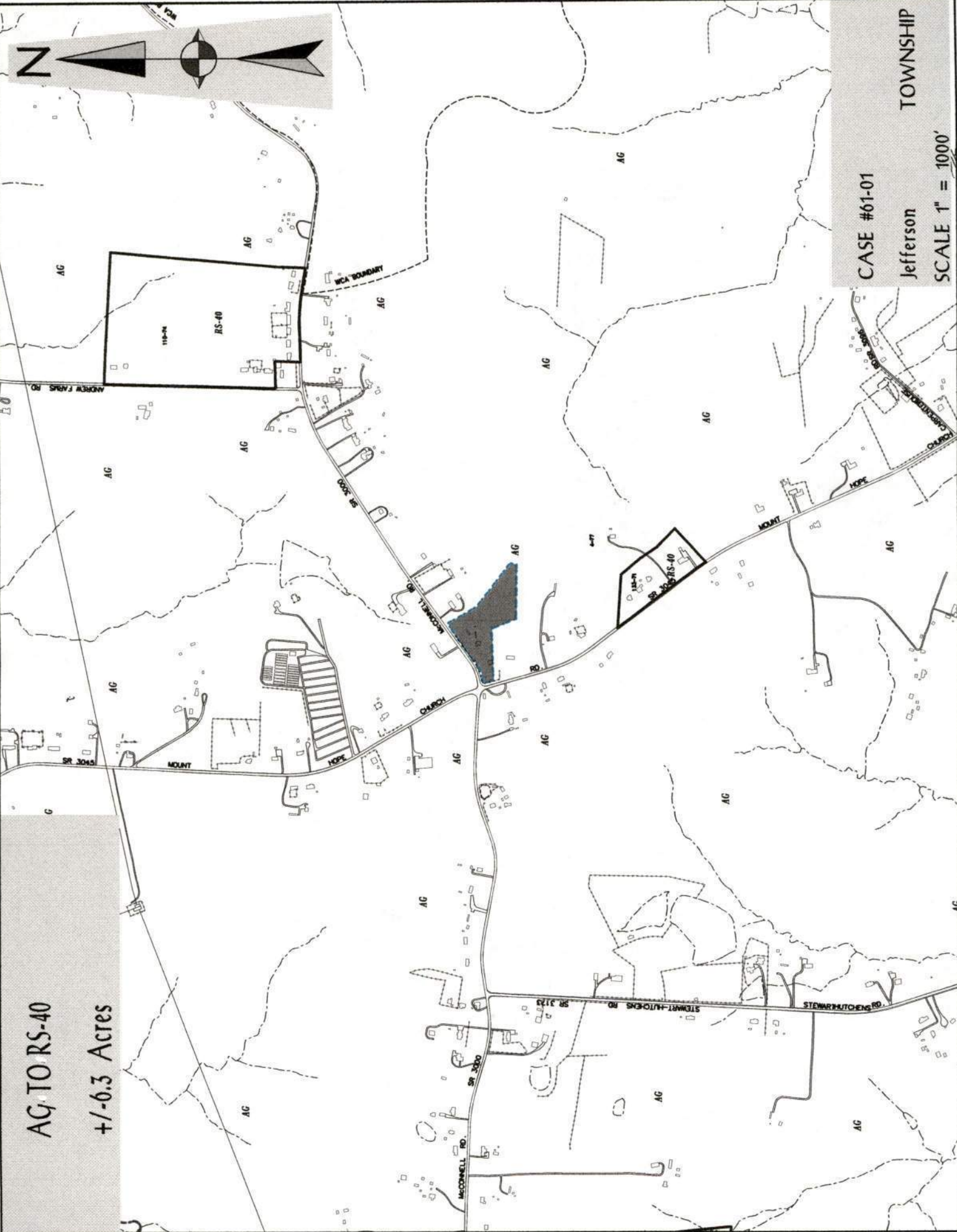
The request is approved / denied / forwarded to the BOCC with a favorable recommendation.

ROLL CALL VOTE:

Clark	<u>yes</u>	Fryar	<u>yes</u>
Skenes	<u>yes</u>	Craft (A)	<u>yes</u>
Winchester	<u>yes</u>	Milstein (A)	<u>yes</u>
Dalrymple	<u>yes</u>	Apple (A)	<u>yes</u>
Farrior	<u>yes</u>	Harvey (A)	<u>yes</u>
Ward	<u>yes</u>	Proctor (A)	<u>yes</u>

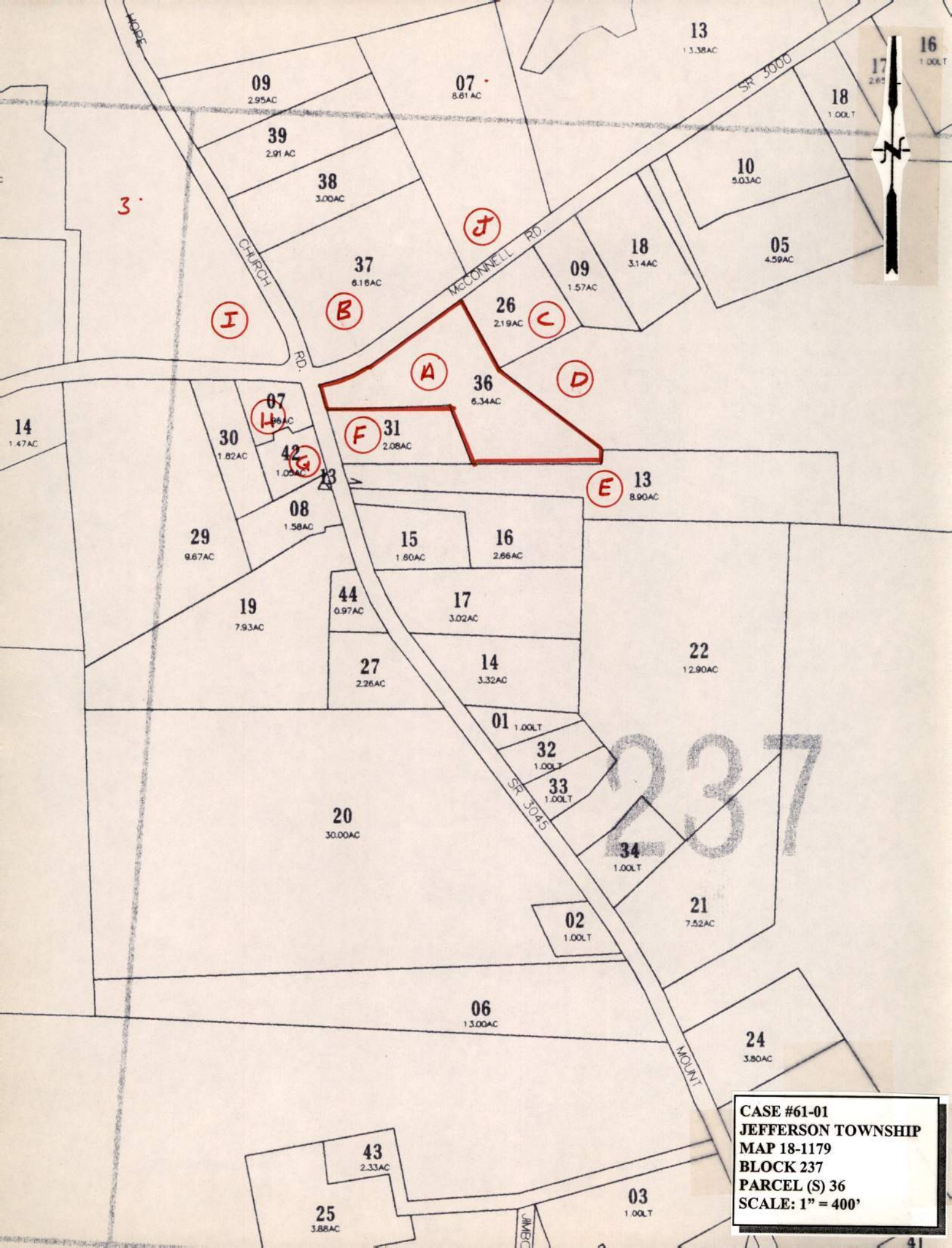


CASE #61-01
JEFFERSON TOWNSHIP
MAP 18-1179
BLOCK 237
PARCEL (S) 36
SCALE: 1" = 400'



AG TO RS-40
+/-0.3 Acres

CASE #61-01
Jefferson
TOWNSHIP
SCALE 1" = 1000'



3

09
2.95AC

07
8.81AC

13
1.338AC

16
1.00LT

39
2.91AC

38
3.00AC

18
1.00LT

10
5.03AC

(I)

(B)

(J)

37
6.16AC

09
1.57AC

18
3.14AC

05
4.59AC

26
2.19AC

(C)

(A)

36
6.34AC

(D)

07
1.96AC

30
1.82AC

42
1.05AC

(F)

31
2.08AC

(E)

13
8.90AC

14
1.47AC

29
9.67AC

08
1.58AC

15
1.60AC

16
2.66AC

19
7.93AC

44
0.97AC

17
3.02AC

22
12.90AC

27
2.26AC

14
3.32AC

01
1.00LT

32
1.00LT

33
1.00LT

34
1.00LT

20
30.00AC

02
1.00LT

21
7.52AC

06
13.00AC

24
3.80AC

43
2.33AC

25
3.88AC

03
1.00LT

CASE #61-01
JEFFERSON TOWNSHIP
MAP 18-1179
BLOCK 237
PARCEL (S) 36
SCALE: 1" = 400'

AG TO RS-40
+/-6.3 Acres



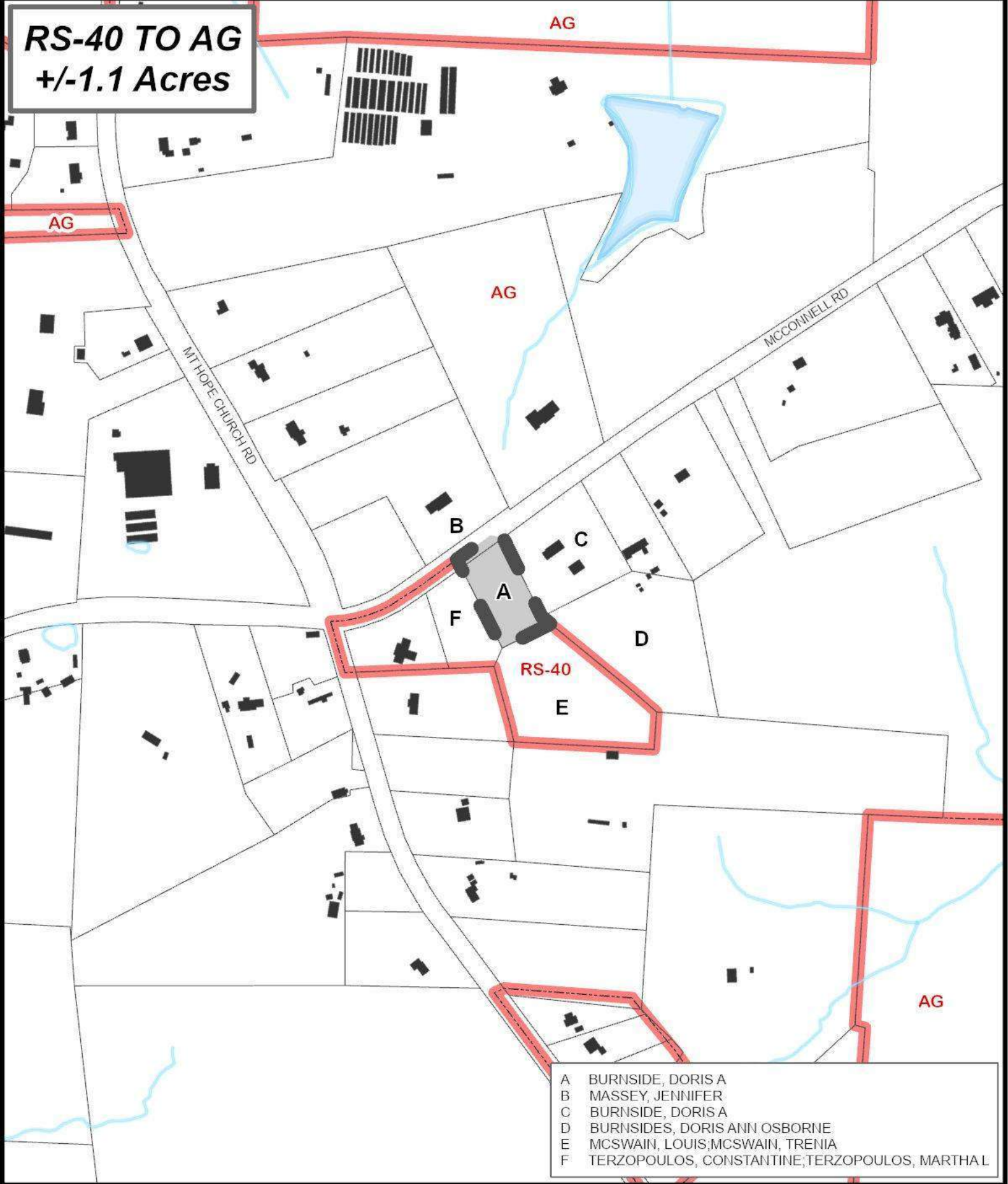
Guilford County
Planning & Development
Department

Rezoning Case: 61-01
Township: Jefferson
Scale: 1" = 400'

Map:
18-1179-237-36
-
-



**RS-40 TO AG
+/-1.1 Acres**



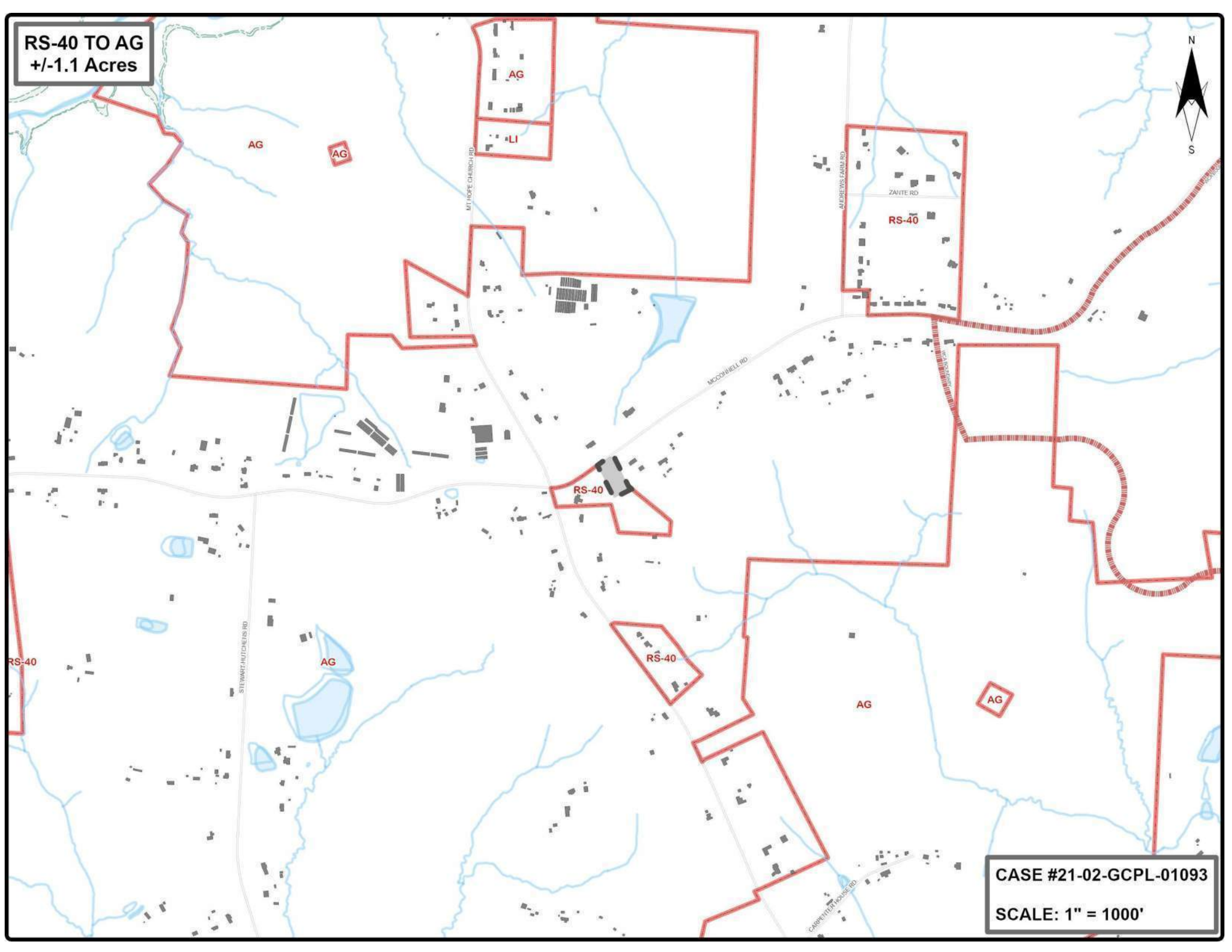
JURISDICTION:
GUILFORD COUNTY
 Guilford County
 Planning & Development
 Department

Rezoning Case #
21-02-GCPL-01093
Scale: 1" = 400'

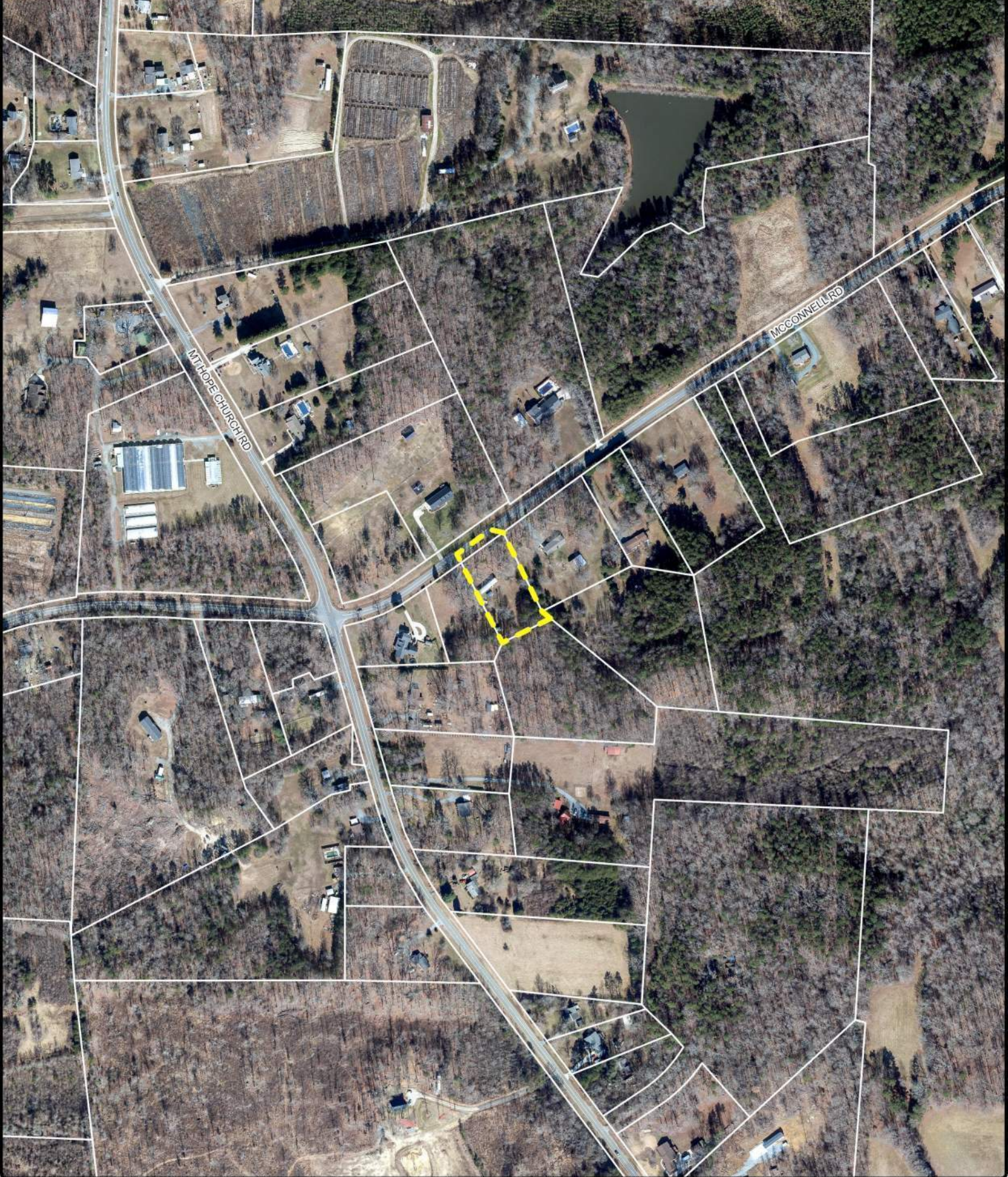
Map:
 120839



**RS-40 TO AG
+/-1.1 Acres**



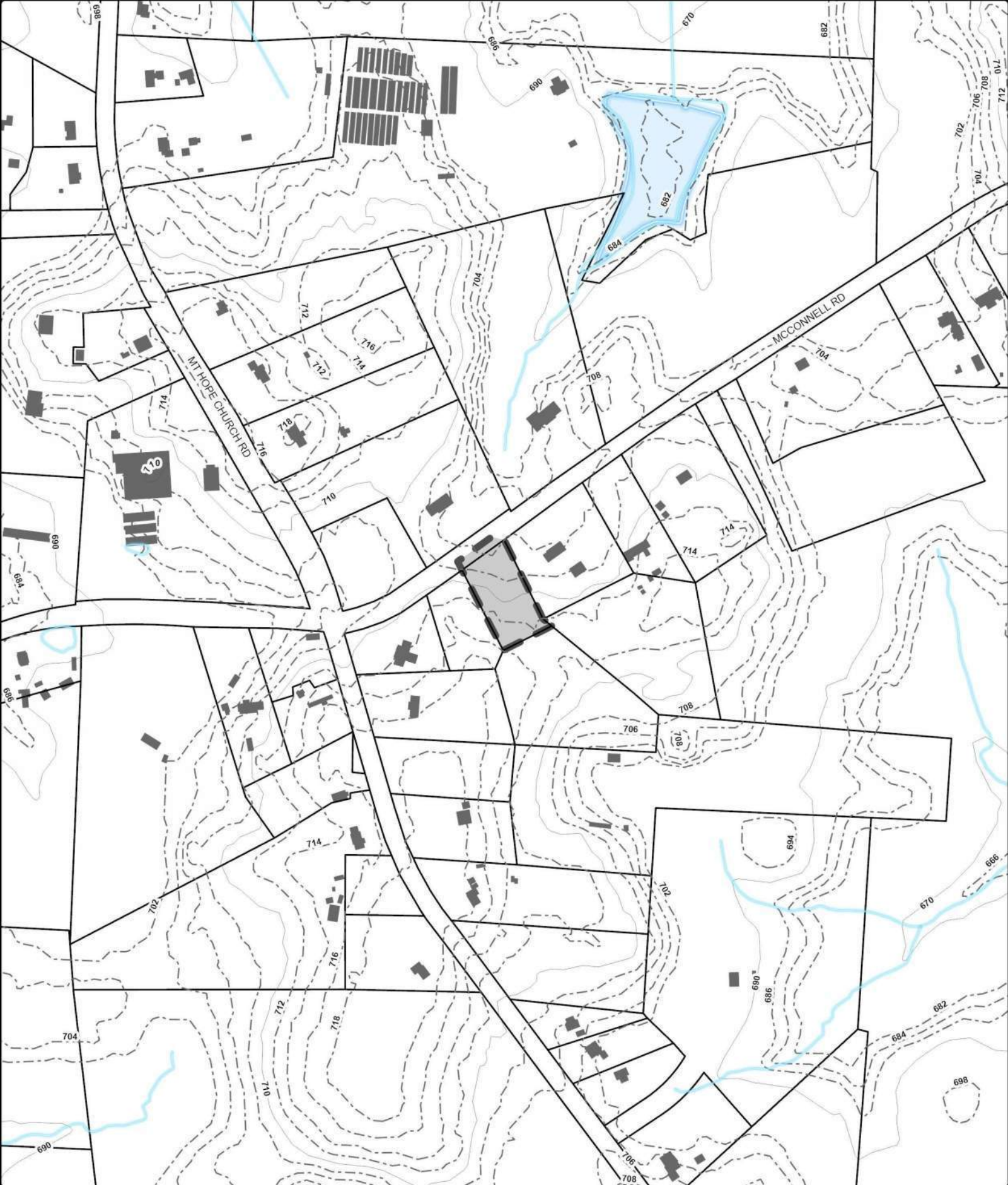
CASE #21-02-GCPL-01093
SCALE: 1" = 1000'



CASE #21-02-GCPL-01093

Scale: 1" = 400'





CASE #21-02-GCPL-01093

Scale: 1" = 400'



**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

DECISION MATRIX

Zoning	Plan Consistency	Decision
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #2
DENY-INCONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #120839, from **RS-40** to **AG** because:

- 1. The amendment **is not** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is not consistent.]

- 2. The amendment **is not** reasonable and in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #4
DENY-CONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #**120839**, from **RS-40** to **AG** because:

- 1. The amendment **is** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is consistent.]

- 2. The amendment **is** consistent but not in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]

**INSERT
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PAGE**



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

Planning Board
Rezoning
Application

Date Submitted: 2/10/21 Fee \$500.00 Receipt # _____ Case Number 20-02-6cPL-01046

Provide the required information as indicated below. Pursuant to the Guilford County Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.

Pursuant to Section 3-12 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to rezone the property described below from the RS-40 zoning district to the LI zoning district. Said property is located 7362 National Service Road, Greensboro, NC 27265 in Deep River Township; Being a total of: 7.95 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # _____	Tax Parcel # _____
Tax Parcel # <u>0 1 6 9 8 0 3</u>	Tax Parcel # _____
Tax Parcel # _____	Tax Parcel # _____

Check One:

- The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

Check One:

- Public services (i.e. water and sewer) are not requested or required.
- Public services (i.e. water and sewer) are requested or required; the approval letter is attached.

Check One:

- The applicant is the property owner(s)
- The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
- The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).
- The applicant has no connection to the property owner and is requesting a third party rezoning.

I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by

Mark Danner Ruth Danner GY...

 Property Owner Signature

 Name

 Mailing Address

 City, State and Zip Code

 Phone Number Email Address

Jaryan

 Representative/Applicant Signature (if applicable)
Jaryan Hammood

 Name
2905 W. Gate City Blvd.

 Mailing Address
Greensboro, NC 27403

 City, State and Zip Code
(336) 847-6396 drjna70@gmail.com

 Phone Number Email Address

Additional sheets for tax parcels and signatures are available upon request.

Airport plan - non-residential
consistent
(MT)



REALTOR® North Carolina Association of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between SEBAR, INC

a(n) NC CORPORATION ("Buyer"), and (individual or State of formation and type of entity) Mack Alfred Cannon & Ruth Phillips Cannon

a(n) Individuals ("Seller"). (individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 7964 Nationsl Service Rd., Greensboro, NC

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) County, consisting of acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: 169803 and, (ii) some or all of the Property, consisting of approximately 7.95 acres, is described in Deed Book 4057, & 8009, Page No. 538 533 636 Guilford County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 1,800,000.00 (b) "Purchase Price" shall mean the sum of One Million Eight Hundred Thousand Dollars,

payable on the following terms:

\$ 25,000.00 (i) "Earnest Money" shall mean Twenty Five Thousand Dollars or terms as follows:

NON-REFUNDABLE

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with OFFICIAL REALTY (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.



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

Buyer Initials Seller Initials

STANDARD FORM 580-T Revised 7/2013 © 7/2014

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ 1,775,000.00

(ii) Proceeds of a new loan in the amount of One Million Seven Hundred Seventy Five Thousand Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on Exhibit B. Buyer shall pay all costs associated with any such loan.

\$ _____

(iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ _____

(iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$ 1,775,000.00

(v) Cash, balance of Purchase Price, at Closing in the amount of One Million Seven Hundred Seventy Five Thousand Dollars.

Buyer Initials JH

Seller Initials RC MC

Page 2 of 8

STANDARD FORM 580-T

Revised 7/2013

© 7/2014

Untitled

- (c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur on or before May 27, 2020 or _____
- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through through 11:59pm (based upon time at the locale of the Property) on May 1, 2020

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean:
 _____ The only Broker in this transaction is Charles E. Hadley of Official Realty. _____ ("Listing Agency"),
 _____ ("Listing Agent" - License # _____)
 Acting as: Seller's Agent; Dual Agent
 and _____ ("Selling Agency"),
 _____ ("Selling Agent" - License # _____)
 Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:
4306 Hunter Oaks Dr., High Point, NC 27265

except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:
8706 Bame Rd., Colfax, NC 27403

except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit E attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit E, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

Buyer Initials JH _____ Seller Initials RC MC _____

Page 3 of 8

STANDARD FORM 580-T

Revised 7/2013

© 7/2014

Untitled

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before 60 DAYS FROM CONTRACT DATE, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

Buyer Initials

JH

Seller Initials

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RE MC

STANDARD FORM 580-T

Revised 7/2013

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Untitled

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

3-1-2014 If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Buyer Initials JH _____ Seller Initials RC MC

Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

NONE

Buyer Initials

JA

Seller Initials

Page 6 of 8
RC YM

STANDARD FORM 580-T

Revised 7/2013

© 7/2014

Untitled

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ NA per _____.

(b) Compliance: To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Buyer Initials JH Seller Initials RC MC

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

BUYER:

Individual

Date: _____

Date: _____

Business Entity

Sebar, Inc.
(Name of Entity)

By: Jaryman

Name: Jaryman N. Hamood

Title: President

Date: 2/18/2020

SELLER:

Individual

Ruth Phillips Cannon

Date: Ruth Phillips Cannon
3-1-2021

Mack Alfred Cannon

Date: Mack Alfred Cannon
3-1-2021

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

OFFICIAL REALTY

(Name of Firm)

Date: 2-28-2020

By: Charles Hadley

EXTENSION OF AGREEMENT

Purchase Contract for 7964 National Service Rd.

Greensboro, NC.

Buyer: SEBAR, Inc.

Sellers: Mack Alfred Cannon and wife, Ruth Phillips Cannon

Dated: March 1, 2020

Property: 7964 National Service Road, Greensboro, NC

It is hereby agreed by the parties that the purchase contract referred to above is EXTENDED as follows:

1. Closing shall occur on or before 5:00 pm on March 1, 2021.
2. The consideration for this extension is \$50,000.00 and is non-refundable in all events.
3. The \$50,000.00 extension payment will not be deducted from the purchase price.
4. Closing may not be further extended unless explicitly agreed in writing and signed by the parties.
5. In the event of conflict between this extension and the original contract, as modified, this extension shall prevail.

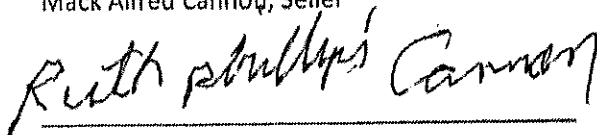
This the 8 day of Dec, 2020

SEBAR, Inc., Buyer

By: 



Mack Alfred Cannon, Seller



Ruth Phillips Cannon

Property Information

Located on the north side of National Service Road, approximately 2000 feet west from its intersection of Piedmont Triad Parkway, approximately 7.95 acres Guilford County Tax Parcel #169803 owned by Ruth and Mack Cannon.

Zoning History of Denied Cases: There is no history of denied cases.

Nature of the Request

This proposed request is to Rezone property from RS-40 to LI.

District Descriptions

The RS-40, Residential District is primarily intended to accommodate single-family residential detached dwellings on lots in areas without access to public water and sewer services. The minimum lot size of this district is 40,000 square feet. Conservation subdivisions may be developed in this district.

The LI, Light Industrial District is primarily intended to accommodate limited manufacturing, wholesaling, warehousing, research and development and related commercial/service activities which, in their normal operations, have little or no adverse effect upon adjoining properties.

Character of the Area

This request is in an industrialized area of the County located between the City of Greensboro and High Point.

Existing Land Use(s) on the Property: There is an existing single-wide manufactured home and accessory structures on the property.

Surrounding Uses:

North: Interstate Highway 40

South: Vacant

East: Industrial warehouse

West: Advantage Truck Center (semi-truck dealership)

Historic Properties and Cemeteries: There are no inventoried Historic Properties located on or near the property. No cemeteries are shown to be located on this property, but effort should be made to rule out the potential of unknown grave sites.

Infrastructure and Community Facilities

Emergency Response:

Fire Protection District: Colfax.

Miles from Fire Station: Approximately 4.7 miles.

Water and Sewer Services:

Provider: Individual Septic System and Well

Public Water and Sewer: (High Point's Jurisdiction)

Within Service Area: N/A

Feasibility Study or Service Commitment: N/A

Transportation:

Existing Conditions: National Service Road is a two-lane collector road. 1400 ADT per NCDOT 2017 traffic count.

Proposed Improvements: NCDOT driveway permit required when site plan is submitted.

Projected Traffic Generation: Not available at this time.

Environmental Assessment

Topography: Gently to moderately sloping.

Regulated Floodplain/Wetlands:

There is no regulated floodplain on the property. There are no mapped wetlands on the property.

Streams and Watershed:

The property is located in the High Point (East Fork Deep River) Water Supply Watershed, WS-IV, in the General Watershed Area. There are no mapped streams on the property.

Land Use Analysis

Land Use Plan: Airport Area Plan

Plan Recommendation: Non-Residential

Consistency: Consistent with the Airport Area Plan.

Recommendation

Staff Recommendation: Staff recommends approval.

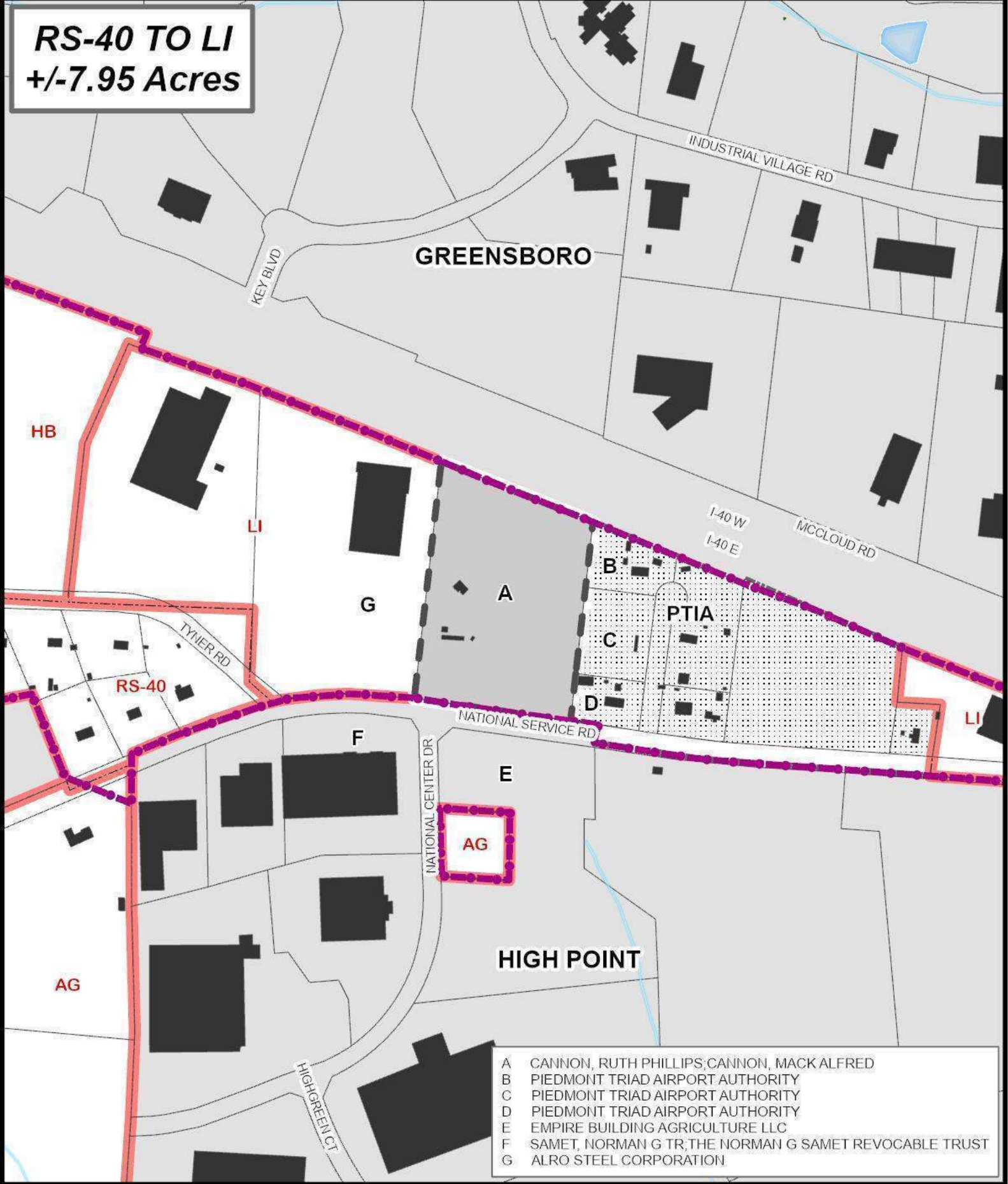
1. The request is consistent with the Airport Area Plan recommendation and is adjacent to Light Industrial zoning districts.

2. The LI, Light Industrial District is primarily intended to accommodate limited manufacturing, wholesaling, warehousing, research and development and related commercial/service activities which, in their normal operations, have little or no adverse effect upon adjoining properties.
3. It is reasonable and in the Public interest as the site is located on National Service Road in an area that is a mixture of industrial and commercial uses within the County's jurisdiction, City of Greensboro, the City of High Point.
4. It will provide services and employment opportunities for the area.
5. The rezoning will adhere to Guilford County's landscape buffer requirements and lighting requirements.

Area Plan Amendment Recommendation: The proposed Rezoning is consistent with the Airport Area Plan land use classification of Non-Residential; thus if approved, no plan amendment would be required.

DRAFT

**RS-40 TO LI
+/-7.95 Acres**



- A CANNON, RUTH PHILLIPS;CANNON, MACK ALFRED
- B PIEDMONT TRIAD AIRPORT AUTHORITY
- C PIEDMONT TRIAD AIRPORT AUTHORITY
- D PIEDMONT TRIAD AIRPORT AUTHORITY
- E EMPIRE BUILDING AGRICULTURE LLC
- F SAMET, NORMAN G TR;THE NORMAN G SAMET REVOCABLE TRUST
- G ALRO STEEL CORPORATION



JURISDICTION:
GUILFORD COUNTY
 Guilford County
 Planning & Development
 Department

Rezoning Case #
21-02-GCPL-01096
 Scale: 1" = 400'

Map:
 169803



RS-40 TO LI
+/-7.95 Acres



GREENSBORO

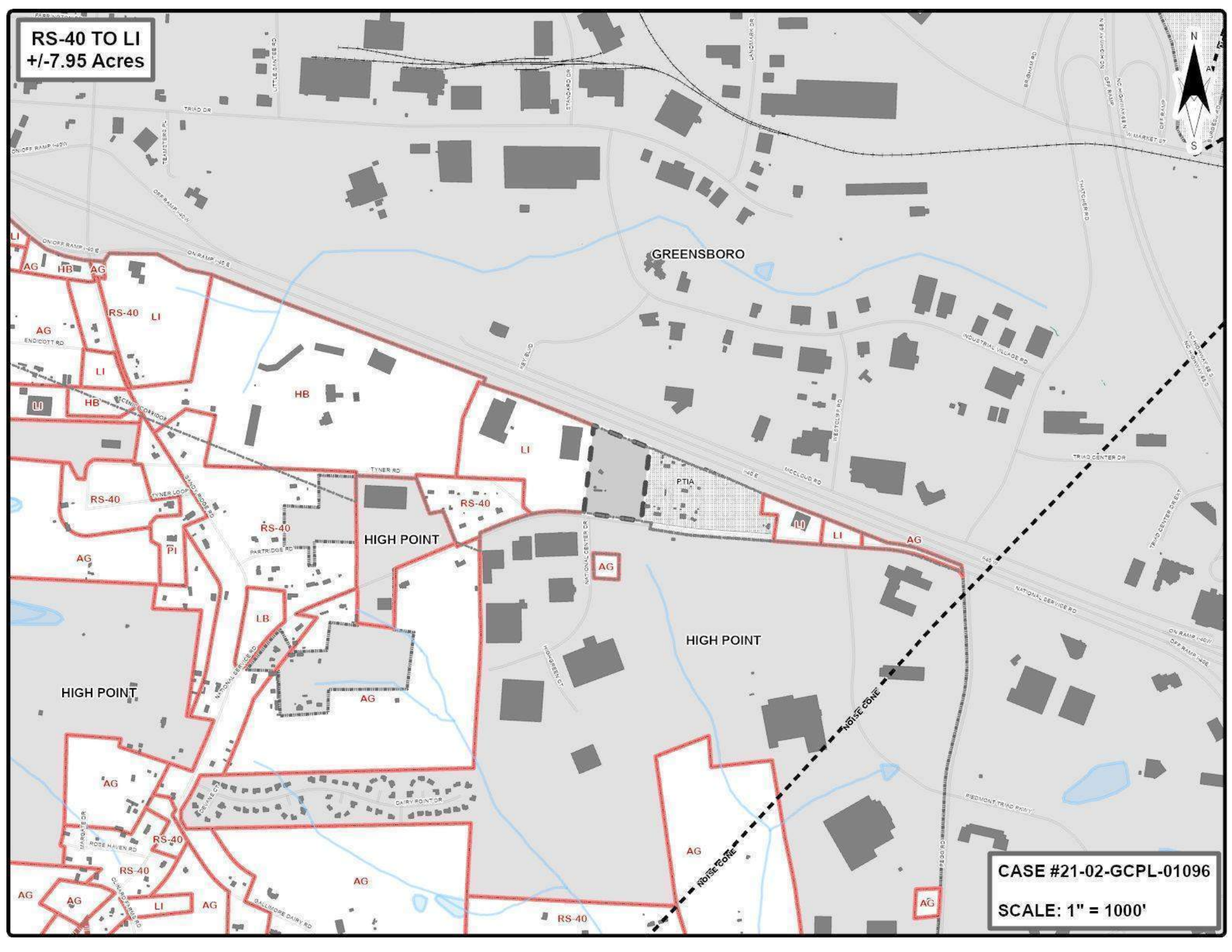
HIGH POINT

HIGH POINT

HIGH POINT

CASE #21-02-GCPL-01096

SCALE: 1" = 1000'



GREENSBORO

KEY BLVD

INDUSTRIAL VILLAGE RD

MC CLOUD RD

I-40 W

I-40 E

TYNER RD

NATIONAL SERVICE RD

NATIONAL CENTER DR

HIGH POINT

HIGH GREEN CT



CASE #21-02-GCPL-01096

Scale: 1" = 400'



**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

DECISION MATRIX

Zoning	Plan Consistency	Decision
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4

**GUILFORD COUNTY PLANNING BOARD
ZONING AMENDMENT STATEMENT OF CONSISTENCY**

**DECISION #2
DENY-INCONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #**169803**, from **RS-40** to **LI** because:

- 1. The amendment **is not** consistent with applicable plans because:
[Describe elements of controlling land use plans and how the amendment is not consistent.]

- 2. The amendment **is not** reasonable and in the public interest because:
[Factors may include public health and safety, character of the area and relationship of uses, applicable plans, or balancing benefits and detriments.]
