



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT
PLANNING BOARD**

Regular Meeting Agenda

NC Cooperative Extension-Agricultural Center
3309 Burlington Road, Greensboro, NC 27405
6:00 PM

(SEE ATTACHED VIRTUAL MEETING AND PUBLIC HEARING PROCEDURES)

A. Roll Call

B. Agenda Amendments

C. Approval of Minutes: April 14, 2021 and April 15, 2021

D. Rules and Procedures

E. Continuance Requests

F. Old Business

G. New Business

Non-Public Hearing Item:

RESOLUTION OF INTENT FOR EASEMENT CLOSING CASE #21-05-GCPL-04166:

Being all of a 20-foot utility easement located on Lot #'s 31 (part of), 32, 33, 35, 36, 37, 38, 39, & 40 as shown on Plat Book 32 Page 20 and located on Guilford County Tax Parcel #125757.

Public Hearing Items:

REZONING CASE #21-05-GCPL-04164: CZ-GB to GB 7200 Brown Summit Rd

Located on the east side of Brown Summit Rd, approximately 50 feet east from its intersection of Autumn Forest Dr, approximately 3.95 acres, Guilford County Tax Parcel #128141 owned by RGW Self Storage LLC.



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PLANNING BOARD

The proposed Rezoning is inconsistent with the Northern Lakes Area Plan land use classification of Mixed-Use, thus if approved, an area plan amendment to General Business would be required.

CONDITIONAL ZONING CASE #21-05-GCPL-04259: CZ-LI to CZ-LI 1450 Creek Rd

Located on the south side of Creek Rd, approximately 1500 feet east from its intersection of AT&T Dr, approximately 16.9 acres, Guilford County Tax Parcel #120658 owned by Beverly McComb.

Proposed Conditional Zoning from CZ-LI to CZ-LI limited to the following Use Conditions: (All uses allowed in the LI district except the following uses shall not be permitted: Junked motor vehicles; Beneficial fill area; Construction or demolition debris landfill, minor; Land clearing and inert debris landfill, minor; Heliport; Amusement or Water Parks, Fairgrounds; Athletic Fields; Auditorium, Coliseum or Stadium; Country Club with Golf Course; Golf Course; Cemetery or Mausoleum; Automobile Parking (Commercial); Bus Terminal and Service Facilities; Railroad Terminal or Yard; Wireless Communication Tower, Stealth Camouflage Design; Wireless Communication Tower, Non-Stealth Design; Small Cell Wireless Tower, Solar Collectors Principal; Utility Equipment and Storage Yards; Recycling Facilities, Outdoors; Trucking or Freight Terminal.

Development Conditions: All businesses located on property shall be oriented towards I-85/I-40. Any structured improvements shall be constructed to the north of the 100-year flood zone area as shown on current flood zone maps of Guilford County, North Carolina; provided that such area may be used to construct necessary utilities provided that any disturbed areas will be replanted with similar vegetation to the extent reasonably possible, along with the attached Zoning Sketch Plan.

The proposed Conditional Zoning is consistent with the Rock Creek Area Plan land use classification of Light Industrial, thus if approved, no plan amendment would be required

Evidentiary Hearing Item(s):

SPECIAL USE PERMIT CASE #21-05-GCPL-04192: Solar Collector (Principal)

Located on the west side of Mt Hope Church Rd, approximately 1500 feet northwest from its intersection of McConnell Rd, approximately 880 acres, Guilford County Tax Parcel #116807, #116805, #116804, #116799, #120643, and #120662 zoned AG-SP, and owned by Stewart JH Family Limited Partnership.



**GUILFORD COUNTY
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PLANNING BOARD**

The petitioners are seeking a Special Use Permit to operate a Solar Collectors (Principal), subject to the submitted Site Plan along with the following proposed conditions: 1.) Along the western and southern boundaries of Parcel #120643, West River Solar will observe minimum setbacks of 125' from the nearest panel to adjoining property lines as shown on the SUP site plan submitted May 12, 2021, 2.) Along the western and southern boundaries of Parcel #120643, West River Solar will plant or preserve a minimum of 50' of vegetation for screening purposes as shown on the SUP site plan submitted May 12, 2021 and 3.) To the extent practicable, West River Solar will plant native grasses or pollinator plant species within the project footprint and install wildlife friendly fencing that meets or exceeds the standards of the National Electrical Code.

H. Other Business

ELECTION OF OFFICERS FOR 2021

Vice Chair

- I. **Recess meeting until Thursday, June 10, 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, June 9, 2021 @ 6:00 pm

Those wishing to participate in the virtual meeting, must register by Jun 9, 2021 5:30 PM EDT at:

<https://attendee.gotowebinar.com/register/4414088800683926286>

Webinar ID 443-180-899

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, June 10, 2021.**

Virtual Reconvened Meeting (Planning Board Decision of Wed. Public Hearings) Thursday, June 10, 2021 @ 6:30 pm

Those wishing to listen to the reconvened meeting, must register by Jun 10, 2021 6:00 PM EDT at:

<https://attendee.gotowebinar.com/register/4926132465250858510>

Webinar ID 615-476-883

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
April 14th, 2021**

The Guilford County Planning Board met in regular session on Wednesday, April 14th, 2021 at 6:00 p.m. at the NC Cooperative Extension-Agricultural Center, 3309 Burlington Road, Greensboro, NC.

Members Present: Mr. Apple; Mr. Alexander; Dr. Gathers (remotely joined at 6:09); Mr. Mann (remotely); Ms. McKinley (remotely); Mr. Craft (remotely); and Chair Frankie Jones

Members Absent: Ms. Buchanan; Mr. Thompson

Staff Present: Mitchell Byers, Planning Technician; Paul Lowe; Matt Talbott; Oliver Bass; and J. Leslie Bell, Guilford County Planning Director

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

AGENDA AMENDMENTS:

None

APPROVAL OF MINUTES:

Mr. Alexander moved to approve the March 10, 2021 (Recessed Mtg.) & March 11, 2021 (Reconvened Mtg.) minutes, seconded by Mr. Apple. The Board voted 6-0 in favor of the motion (Ayes: Apple, Alexander, Craft, McKinley, Mann, and Jones Nays: None).

RULES OF PROCEDURE:

Chairman Frankie Jones read the rules of procedures to be followed during the meeting.

CONTINUANCE REQUESTS: None.

OLD BUSINESS: None

NEW BUSINESS:

Non-Public Hearing Items: None

Public Hearing Items:

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.

At this time, Dr. Gathers joined the meeting. Paul Lowe stated that the easement requirements in this case are being met, and they have letters of approval for this order from the utility providers.

With nobody in favor, opposition, or questions, the public hearing was closed, moved by Mr. Apple and seconded by Mr. Alexander. The Board voted 6-0 in favor of the motion to adopt the Resolution to close and remove from dedication the public easement. Dr. Gathers vote was not counted at this time. (Ayes: Apple, Alexander, Buchanan, Craft, Mann, and Jones Nays: None).

CONDITIONAL ZONING CASE #21-02-GCPL-01610: PI to CZ LI 1410 Rankin Mill Rd

Located on the east side of Rankin Mill Rd, approximately 450 feet northeast from its intersection of Camp Burton Rd, approximately 18.22 acres, Guilford County Tax Parcel #115383 owned by Michael Fowler.

The proposed Conditional Zoning is inconsistent with the Northeast Area Plan land use classification of AG-Rural Residential, thus if approved, an area plan amendment to LI to the Northeast Area Plan would be required.

Oliver Bass stated that the request for a Conditional Rezoning is from a PI to a CZ LI District. The PI Public and Institutional District is intended to accommodate mid to large-sized, campus-style development semi-public and institutional controlled by a single entity. The LI Light Industrial District accommodates limited, small-scale manufacturing, wholesaling, warehousing, research and development, and related commercial activities that have little adverse effect. The proposed use condition is to allow all uses permitted in the LI zoning classification except and excluding the following (1) Homeless Shelters, (2) Go Cart Raceways, (3) Fraternity or Sorority, (4) Bank or Finance With Drive Through, (5) Convenience Store With Gas Pumps, (6) Service Stations, Gasoline (7) Dry-Cleaning or Laundry Plant, (8) Laundry or Dry Cleaning, substation, (9) Flea Market or Outdoor Retail, (10) Outdoor Storage, (11) Land Clearing and Inert Debris Landfill, Major, and (12) Salvage Yards, Junk Yards, or Scrap Processing.

The following uses **are not** allowed in the base LI zoning district or the I-840 Urban Loop Scenic Corridor Overlay District and therefore are omitted from the proposed use conditions as listed in the application: (1) Flea Markets or Outdoor Retail; (2) Outdoor Storage; (3) Land Clearing and Inert Debris Landfill, Major; (4) Salvage Yards, Junk Yards, and Scrap Processing. The proposed development condition is to establish a buffer requirement of a natural, undistributed buffer that is a minimum of 40 feet wide and a maximum of 75 feet wide with an average of 50 feet, which shall be maintained along the portion of the property adjacent to the highway right-of-way. The proposed buffer meets or exceeds the minimum requirements for the I-840 Urban Loop, Scenic Corridor Overlay District Type B planting yard requirements for property adjacent to the highway right-of-way. This request is in an area of public or institutional uses to the south and across the I-840 Interstate right-of-way and directly across Camp Burton Road. The proposed site of the NC National Guard Regional Readiness Training Center is located at 4250 Camp Burton Road, which is within 600 feet of subject property east of I-840 on land owned by the NC Department of Prisons.

Properties to the North are large-acre single-family residential. To the south are Greensboro's Keely Park and a mix of single-family and underdeveloped lots. To the east is I-840 right-of-way, NC Department of Prisons, and the National Guard. To the west are single-family residential lots. The property is covered under the Northeast Area Plan which recommends an AG-Rural Residential land use classification. The proposed zoning is inconsistent with the Northeast Area Plan recommendation of AG-Rural Residential land use classification. Staff submitted that the requested action is not reasonable and in the public interest because the area is separated from the most intense institutional uses by the I-840 right-of-way. The section of Camp Burton Road that the subject parcel fronts on primarily serves residential and recreational uses. An industrial driveway on Camp Burton Road may introduce heavy truck traffic along a residential street. Although the site is adjacent to I-840, direct access is not available from Camp Burton Road. Staff recommended denial. The Staff noted that the section of Camp Burton Road that the subject parcel fronts on primarily serves residential and recreational uses. An industrial driveway on Camp Burton

Road may introduce heavy traffic. Staff noted that if the applicant plans on having a landscape and maintenance service company, it is permitted in the AG zoning District with a Special Use Permit. Both the AG and PI zoning Districts are consistent with the AG-Rural Residential land use classification of the Northeast Area Plan.

Mr. Alexander asked exactly why staff recommended denial, and Mr. Bass stated that it was because the street west of the area is mainly residential and it solely residential and institutional uses. Potential truck traffic from an industrial use could have a negative effect on the area. Leslie Bell added that a proper letter was not sent out to notify neighbors about the possibility of the type of business that might be on the property. Mr. Craft asked if the vacant property on the other side of the road was being used. Mr. Bass stated that it was owned by the City of Greensboro for Keely Park.

In Support:

Michael Fowler, 1410 Rankin Mill Rd, stated that the property was purchased in 2007 with 36 acres for investment purposes. Part of the property was gifted to have a farmhouse built and another portion was donated to Keely Park. The remaining 18 acres is proposed to be built into a clean, modern industrial park. The property has good access and visibility due to location. Mr. Fowler is thoughtful of aesthetics and quality of the development. His development would bring jobs and revenue to the quickly growing area. There is already industrial growth in the area and does not think that it would affect the property since it would be a nicely landscaped business parkway, that he already has interest in from potential businesses.

In Opposition:

Bernard May, 4264 Camp Burton Road, was concerned that the property would create traffic that would interfere with the agricultural traffic such as tractors that are used in the area. He is not fully against the plan, just wants to make sure that the livelihood of the agriculture families in the area around the property are thought about when deciding.

With no one else in opposition or questions, the public hearing was closed, moved by Mr. Alexander and seconded by Mr. Apple. The Board voted 6-0 in favor of the motion since Dr. Gathers vote was not counted at this time. (Ayes: Apple, Alexander, Buchanan, Craft, Mann, and Jones Nays: None).

CONDITIONAL ZONING CASE #21-03-GCPL-02106: AG to CZ-RS-20 Twin Creek Rd

Located on the east side of Twin Creek Rd, approximately 1500 feet south from its intersection of Volta Dr, approximately 13.50 acres, Guilford County Tax Parcel #232847 owned by CNKS LLC. The proposed rezoning is consistent with the Airport Area Plan land use classification of Mixed Density Residential, thus if approved, no plan amendment would be required.

Matt Talbott stated that the property is split between Guilford and Forsyth Counties. The rezoning request in Winston-Salem/Forsyth County was unanimously recommended for approval by the City-County Planning Board, March 11, 2021, to the Clerk to the Board of Commissioners and is pending final approval. The proposed use conditions are only single-family detached homes and associated accessory uses. The proposed development condition is that access will be from Twin Creek Road in Forsyth County. The area is mostly single family and agricultural uses. The land is vacant. To the North, South and West is vacant. To the East is single-family residences. The area falls into the Airport Area Plan and recommends mixed-density residential. The requested action is reasonable and in the public interest because the area proposed in this request with the accompanying sketch plan is consistent with the lot standards imposed in the RS-20 zoning district standards of the Guilford County Unified Development Ordinance. Traffic will not be generated in Guilford County due to the development condition that states access will be from Twin Creek Rd in Forsyth County. The vacant land is not accessible and therefore unusable from the Guilford County portion of this property.

In Support:

Judy Stalder, 3735 Admiral Drive, stated that the property is planned to be made into a housing development. Forsyth County Planning Board already approved the rezoning and subdivision. Forsyth County Board of Commissioners had been briefed twice and would be briefed a third time soon to make a decision. They have received permission to connect to sewer and have figured out easements. They would preserve the rural character, with homes ranging from \$450k-\$650k. They have reached out to at least 25 residents in the area to create a working relationship with them.

In Opposition:

Matthew Watts, 9120 Greythorne Court, was concerned that the housing development would tap into the well-water reservoir that sustains the area. The community that Mr. Watts lives in would be in proximity and privacy is a concern, which could lower property values. Erosion control during construction from runoff could negatively effect Mr. Watt's neighborhood. The uncertainty of the project builder also is concerning to Mr. Watts and he wants the quality of the project to be considered. That many homes in a neighborhood can cause overcrowding and take away from natural wildlife. Sewage installation would be an issue since Mr. Watt's neighborhood is in the line of runoff from that process. They are concerned that additional sediment would be put into the water and asked if retention ponds can be put in to handle the runoff. If the project does go forward, they would like a professional surveyor to come out to look at the land.

John Cerak, 9102 Greythorne Court, also lives in the same neighborhood as Mr. Watt's. He states that he is not completely against another development in the area but wants it to be held to a certain standard that will not negatively affect the area.

Chair Jones gave the applicant a chance to respond to those in opposition. Ms. Stalder said that she hears the issues that have been raised but she thinks that they are technical, and that the area can be protected. She introduced Rich Glover, an engineer on her team. Rich Glover, 117 East James Street, stated that they are staying out of the wetlands and floodplains. He stated that the plan in place should not affect Mr. Watt's and Mr. Cerak's properties. The sewage would be public sewage and would be handled by the City of Winston-Salem. Since it would be a low-density development there would not be a permanent pond but would be temporary drainage during construction. Mr. Watts responded that the smaller lot sizes will not protect the environment and the financial feasibility also is outstanding.

With no one else in opposition or questions, the public hearing was closed, moved by Mr. Apple and seconded by Mr. Alexander. The Board voted 6-0 in favor of the motion since Dr. Gathers vote was not counted at this time. (Ayes: Apple, Alexander, Buchanan, Craft, Mann, and Jones Nays: None).

OTHER BUSINESS:

None

RECESSED:

There being no further business before the Board, the *virtual* Regular meeting was recessed at 7:19 pm and will reconvene on April 15th, 2021 at 6:30 pm for a voting session.

**Guilford County
Planning Board
REMOTE/VIRTUAL RECONVENED MEETING
April 15th, 2021**

The Guilford County Planning Board was reconvened on Thursday, April 15th, 2021 at 6:30 p.m. at the NC Cooperative Extension-Agricultural Center, 3309 Burlington Road, Greensboro, NC.

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

Members Absent: Ms. Buchanan; Mr. Thompson

Staff Present: Mitchell Byers, Planning Technician (Remotely); J. Leslie Bell, Guilford County Planning Director (Remotely); Paul Lowe (Remotely); Oliver Bass (Remotely); Matt Talbott, Sr. Planners/Planner II (Remotely); and Robert Carmon (Remotely).

Chair Jones called the meeting to order and welcomed everyone in attendance. Since Dr. Gathers votes were not recorded remotely the evening before, the Planning Board had to vote to close each of the public hearings from the evening prior. The Planning Board voted to close the hearings for **EASEMENT CLOSING CASE #20-12-GCPL-08615, CONDITIONAL ZONING CASE #21-02-GCPL-01610, and CONDITIONAL ZONING CASE #21-03-GCPL-02106**. The Board voted unanimously 7-0 in favor of the motions. (Ayes: Apple, Alexander, McKinley, Gathers, Craft, Mann, and Jones Nays: None).

Public Hearing Items:

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.

Mr. Apple moved to adopt the resolution closing and removing from dedication the public easement for Guilford County Tax Parcel #126013, seconded by Dr. Gathers.

The Board voted unanimously 7-0 in favor of the motion. (Ayes: Apple, Alexander, McKinley, Gathers, Craft, Mann, and Jones Nays: None).

CONDITIONAL ZONING CASE #21-02-GCPL-01610: PI to CZ LI 1410 Rankin Mill Rd

Located on the east side of Rankin Mill Rd, approximately 450 feet northeast from its intersection of Camp Burton Rd, approximately 18.22 acres, Guilford County Tax Parcel #115383 owned by Michael Fowler.

The proposed conditional zoning is inconsistent with the Northeast Area Plan land use classification of AG-Rural Residential, thus if approved, an area plan amendment to LI to the Northeast Area Plan would be required.

Mitchell Byers stated that an email had been sent out with an updated presentation by the applicant, Michael Fowler. Mr. Apple also stated that the brother of Bernard Mabe had reached out to him. Mr. Apple helped Mr. Mabe understand how the development should not negatively affect them.

Mr. Craft moved to approve the zoning case for Guilford County Tax Parcel #115383 from PI to CZ LI. This amends the Northeast Area Plan to include Light Industrial based on the conditions that it would not disrupt I-840 and would allow space for the growing businesses in the area to serve the various needs of the Guilford County area. This amendment is reasonable and in the public interest because it allows additional types of businesses to locate to the area. With the location, it would not create a burden on adjacent properties since it aligns with other services in the area, seconded by Ms. McKinley.

The Board voted unanimously 7-0 in favor of the motion. (Ayes: Apple, Alexander, McKinley, Gathers, Craft, Mann, and Jones Nays: None).

CONDITIONAL ZONING CASE #21-03-GCPL-02106: AG to CZ-RS-20 Twin Creek Rd

Located on the east side of Twin Creek Rd, approximately 1500 feet south from its intersection of Volta Dr, approximately 13.50 acres, Guilford County Tax Parcel #232847 owned by CNKS LLC. The proposed rezoning is consistent with the Airport Area Plan land use classification of Mixed Density Residential, thus if approved, no plan amendment would be required.

Mr. Byers stated that the opposed sent out a group email of responses that had been received before the voting session to Board members. Most of the concerns were about lot sizes, number of houses, and a variety of water issues. Leslie Bell reminded the Board that it was a cross-jurisdictional request, and that the decision would only cover the Guilford County side. Mr. Craft stated that he believed that this project could be a good amenity for the people of Guilford County.

Ms. McKinley moved to approve the zoning case for Guilford County Tax Parcel #232847 from AG to CZ-RS-20 because the amendment is consistent with applicable plans and the proposed rezoning and the company sketch plan is consistent with the Airport Area Plan recommended land use of Mixed Density Residential and is consistent with the RS-20-S Winston-Salem/Forsyth County rezoning request. The request is reasonable and in the public interest since the conditional zoning is consistent with the lot size of 20,000 sq ft, will not cause issues with traffic in Guilford County due to the requirement that the property entrance is in Forsyth County, the vacant land is inaccessible from Guildford County, and falls into the Airport Area Plan so no amendment would be required, seconded by Mr. Alexander.

The Board voted unanimously 7-0 in favor of the motion. (Ayes: Apple, Alexander, McKinley, Gathers, Craft, Mann, and Jones Nays: None).

OTHER BUSINESS: None

ADJOURNED:

There being no further business before the Board, the meeting was adjourned at 6:50 pm.

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**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

Planning Board
Easement Closing
Petition

Date Submitted: 5/11/21

Fee \$126.00 Receipt # _____
(includes \$26 recording fee)

Case Number 21-05-6CPL-0416

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 1103 Hillcroft rd Browns Summit NC 27214

As recorded in Plat Book 32 Page 20 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 ✓ Duke Natural Gas ✓ Northstate

Phone ✓ Duke Cable Television ✓ Duke

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>Bonifacio Parra Cortes</u> | <u>1103 Hillcroft rd Browns Summit N.C. 27214</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: <u>Bonifacio Parra Cortes</u>	<u>Greensboro</u>	<u>336 451 84 63</u>
Contact Name	Address	Contact Phone #/Email
<u>Bonifacio Parra Cortes</u>	<u>10 Bricklin Ct. W.C. 27455</u>	<u>336.215.25-57</u>



Bonifacio Parra <parrafamilypainting@gmail.com>

FW: ROW Form

1 message

Martin, Elia A <Elia.Martin@duke-energy.com>

Tue, May 4, 2021 at 10:46 AM

To: "parrafamilypainting@gmail.com" <parrafamilypainting@gmail.com>

Good afternoon,

I do not see a PNG easement in that area.

From: Wall, Leah K. <Leah.Wall@duke-energy.com>

Sent: Tuesday, May 4, 2021 8:43 AM

To: Land Transmission Row Mbx <LandTransmissionRow@duke-energy.com>

Subject: ROW Form

ROW/EASEMENT/ENCROACHMENT Escalation Form

Nature of the call: Example - Flags or paint on property, questions regarding easement or encroachment, building rights, crossing permits, needing a land survey

Please provide as much detail as possible.

Is wanting to build home but is wondering about easements nearby—planning board found old easements—may need a letter saying ok to remove easement



Bonifacio Parra <parrafamilypainting@gmail.com>

Easement 1103 Hillcroft rd Browns summit

2 messages

Bonifacio Parra <parrafamilypainting@gmail.com>
To: chuck.jones@lumosnet.com

Thu, Apr 15, 2021 at 9:12 AM

Hi Chuck

This is Mr. Parra. As I explained over the phone, I am Building a house at 1103 Hillcroft Rd, Browns summit NC 27214 and the Guilford County planning board wants a letter saying that you don't have any easements on the property.

please call me if you have any questions
(336) 451-8463

Thank you.

Chuck Jones <Chuck.Jones@nscom.com>
To: Bonifacio Parra <parrafamilypainting@gmail.com>
Cc: Brandon Barker <Brandon.Barker@nscom.com>, NS-Facilities Planning <facilities.planning@segra.com>

Thu, Apr 15, 2021 at 9:59 AM

Hello Mr. Parra,

In response to your request, we researched NorthState's records using your address: [1103 Hillcroft Rd, Browns Summit, NC, 27214](#), for existing facilities owned and/or maintained by NorthState. We found that no NorthState facilities have been installed on your property. Also, NorthState does not require the use of existing utility easements, if any, that are currently established on your property at [1103 Hillcroft Rd, Browns Summit, NC](#).

Regards,



Bonifacio Parra <parrafamilypainting@gmail.com>

FW: Gibsonville, NC, Prior Rights Research (1103 Hillcroft Rd, Browns Summit, NC)

1 message

Peacock, Jerry A[Faulk and Foster Real Estate] <Jerry.A.Peacock@lumen.com> Mon, May 3, 2021 at 11:44 AM
To: "parrafamilypainting@gmail.com" <parrafamilypainting@gmail.com>

Hello Mr. Parra,

Please see below. I hope this helps with your inquiry.

Thank you,

Jerry Peacock

Contractor – ROW Agent

tel: 850-933-8440

jerry.a.peacock@@lumen.com

From: Miller, Shannon <Shannon.Miller@centurylink.com>

Sent: Monday, May 3, 2021 1:45 PM

To: Peacock, Jerry A[Faulk and Foster Real Estate] <Jerry.A.Peacock@lumen.com>

Subject: RE: Gibsonville, NC, Prior Rights Research (1103 Hillcroft Rd, Browns Summit, NC)

Hi Jerry,

There are no national facilities in this area either.

Thanks,

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**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

Planning Board
Rezoning
Application

Date Submitted: 5/11/2021 Fee \$500.00 Receipt # _____ Case Number 21-05-GCPL-04164

Provide the required information as indicated below. Pursuant to the Unified Development Ordinance (UDO), 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 3.5.M of the Unified Development Ordinance (UDO), the undersigned hereby requests Guilford County to rezone the property described below from the CZ-GB zoning district to the GB zoning district. Said property is located 7200 BROWN SUMMIT RD., BROWN SUMMIT, NC 27214 in 07-MONROE Township; Being a total of: 3.95 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # <u>128141</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)
- 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 _____	<u>[Signature]</u> <u>MANAGER</u> Representative/Applicant Signature (if applicable)
Name _____	<u>KBR VENTURES, LLC</u> Name
Mailing Address _____	<u>4539 JOHNSON ST.</u> Mailing Address
City, State and Zip Code _____	<u>COLFAX, NC 27235</u> City, State and Zip Code
Phone Number _____	<u>336-707-0819</u> <u>KARUSH@ATT.NET</u> Phone Number Email Address

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

May 11, 2021

KBR Ventures, LLC
4539 Johnson St.
Colfax, NC 27235

Guilford County Planning and Development
400 West Market Street
Greensboro, NC

To Whom It May Concern:

Attached you will find all needed documents and correspondence regarding our request for rezoning the property located at 7200 Brown Summit Road, Browns Summit, NC 27214.

For the past fifteen years, we have owned and operated AAA Self-Storage located at 7208 Brown Summit Road. Our intent with this rezoning request is to expand our current warehouse self storage location to better meet the needs of this fast-growing community. Special care will be taken to preserve the ambience of the neighboring personal properties that border our facility. Features such as a fifty-foot beautifully landscaped buffer, security fencing surrounding the perimeter of the site, and coded entry gate are among the amenities that will ensure our tradition of respecting our community and its residents continues as it has for the past 15 years.

We wish to thank you in advance for your careful consideration and assistance.

Sincerely

Kenneth A. Rush



Bryce A. Rush



Members of KBR Ventures, LLC



AGREEMENT FOR PURCHASE AND SALE OF LAND

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

B.A.C.K. Investments, Inc. or Assigns
a(n) North Carolina Corporation ("Buyer"), and
(individual or State of formation and type of entity)
RGW Self Storage LLC
a(n) North Carolina LLC ("Seller").
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the 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) 7200 Brown Summit Rd, Brown Summit, NC 27214

Plat Reference: Lot(s) 83, Block or Section 66, as shown on Plat Book or Slide at Page(s) 66, Guilford County, consisting of +/- 3.95 acres.

[X] 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: 128141; and, (ii) some or all of the Property, consisting of approximately +/- 3.95 acres, is described in Deed Book 005501, Page No. 00031, Guilford County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$ [redacted] (b) "Purchase Price" shall mean the sum of [redacted] Dollars,

or, if this box is checked [], Purchase Price shall mean the sum of \$ [redacted] per gross acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the expiration of the Examination Period. The purchase price shall be determined by multiplying the Price Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due under Sections 1(b)(ii) - 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the Purchase Price in accordance with this provision. The Purchase Price shall be payable on the following terms:

\$ [redacted] (i) "Earnest Money" shall mean [redacted] Dollars or terms as follows:

The Earnest Money shall be deposited in escrow with

This form jointly approved by: North Carolina Bar Association, REALTOR® North Carolina Association of REALTORS®, Inc. Buyer Initials KAL Seller Initials [signature]

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Steven E. Foskett (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, 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. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

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.

\$ _____ (ii) 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.)

\$ _____ (iii) Cash, balance of Purchase Price, at Closing in the amount of _____ Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before _____ or 30 days after Due Diligence Period.

Buyer Initials KAC Seller Initials [Signature]

- (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 5:00pm (based upon time at the locale of the Property) on May 21, 2021 July 15, 2021 KAC 4-26-21

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean:
- Guilford Realty Group, Inc. ("Listing Agency"),
T. Wayne Troxler ("Listing Agent" - License # 11069)
 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:
Guilford Realty Group, Inc. 1903-C Ashwood Ct. Greensboro, NC 27455
 e-mail address: grgreal@bellsouth.net fax number: (336)574-1343
 except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:
Back Investments Corp. 4539 Johnson Street, Colfax, NC 27235
 e-mail address: karush@ATT.net fax number: _____
 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 B 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.)
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

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 B, 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), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

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, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

Each party shall pay its own attorney's fees.

Buyer Initials KAC Seller Initials [Signature] Page 3 of 9

conditions) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, Seller Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property

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 material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, 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 hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, 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, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple 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 (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "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 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) **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 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.

(b) **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 KAC Seller Initials [Signature] Page 4 of 9

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(c) **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 investigating matters such as those detailed on Form 502-Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, 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 Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. 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 and its agents or representatives in exercising its rights under this Section 6(c) 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. Except as provided in Section 6(a) 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.

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("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**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 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 3. 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) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of 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. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

Buyer Initials

KAC

Seller Initials

[Signature]

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(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property 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 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 condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

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

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

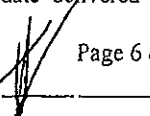
Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and 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 cause to be delivered the funds necessary to pay to Seller 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 the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

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 (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail,

Buyer Initials



Seller Initials



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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, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed 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. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. 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 notice given in accordance with 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/Assessments:** 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; (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 or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

NONE

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) 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, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(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.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management

Buyer Initials KAL Seller Initials [Signature] Page 7 of 9

STANDARD FORM 580L-T
Adopted 7/2020
© 7/2020

company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

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.

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 Initials KAC Seller Initials [Signature] Page 8 of 9

STANDARD FORM 580L-T
Adopted 7/2020
© 7/2020

BUYER:

Individual

Date: _____

Date: _____

Business Entity

Back Investments Corporation

(Name of Entity)

By: [Signature]

Name: Kenneth Alan Rusek

Title: Member Manager

Date: 4-26-2021

SELLER:

Individual

Date: _____

Date: _____

Business Entity

RGW Self Storage LLC

(Name of Entity)

By: [Signature]

Name: T. Wayne Troxler

Title: Managing Partner

Date: 4-21-2021

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

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.

Steven E. Foskett

(Name of Escrow Agent)

Date: 4/23/21

By: [Signature]

Escrow Agent's contact/notice information is as follows:

1111 W. Friendly Ave. Greensboro, NC 27401 336-274-7555

e-mail address: steve@foskettlaw.com

fax number: (336)273-0263

except as same may be changed pursuant to Section 12.

Guilford County, NC - Property Report		Convert to PDF	4/21/2021
Parcel ID	Property Address	Legal Description	
128141	7200 Brown Summit Rd	3.95AC 4 PB83-66 SR 2515 T H WARREN PL83-66	



Mobile Maps

Owner Information		
Owner Name	Mailing Address	City, State Zip
RGW SELF STORAGE LLC	PO BOX 10378	GREENSBORO, NC 27404

Parcel Information			
PIN	Zoning	Use	Tax District
7889956771-000	CU-GB-General Business	IND	0
Parcel Size	Appraisal Nbrhood	Plat/Condo Bk & Pg	
3.95	7899C01	83-66	

Recent Sales			
Book & Page	Sale Date	Sale Price	Qualified? Improved?
00550400031	5/15/2002	\$50,000	Yes Yes

Appraisal Values		
Land	Buildings	Total Value
\$172,100	\$0	\$172,100


STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

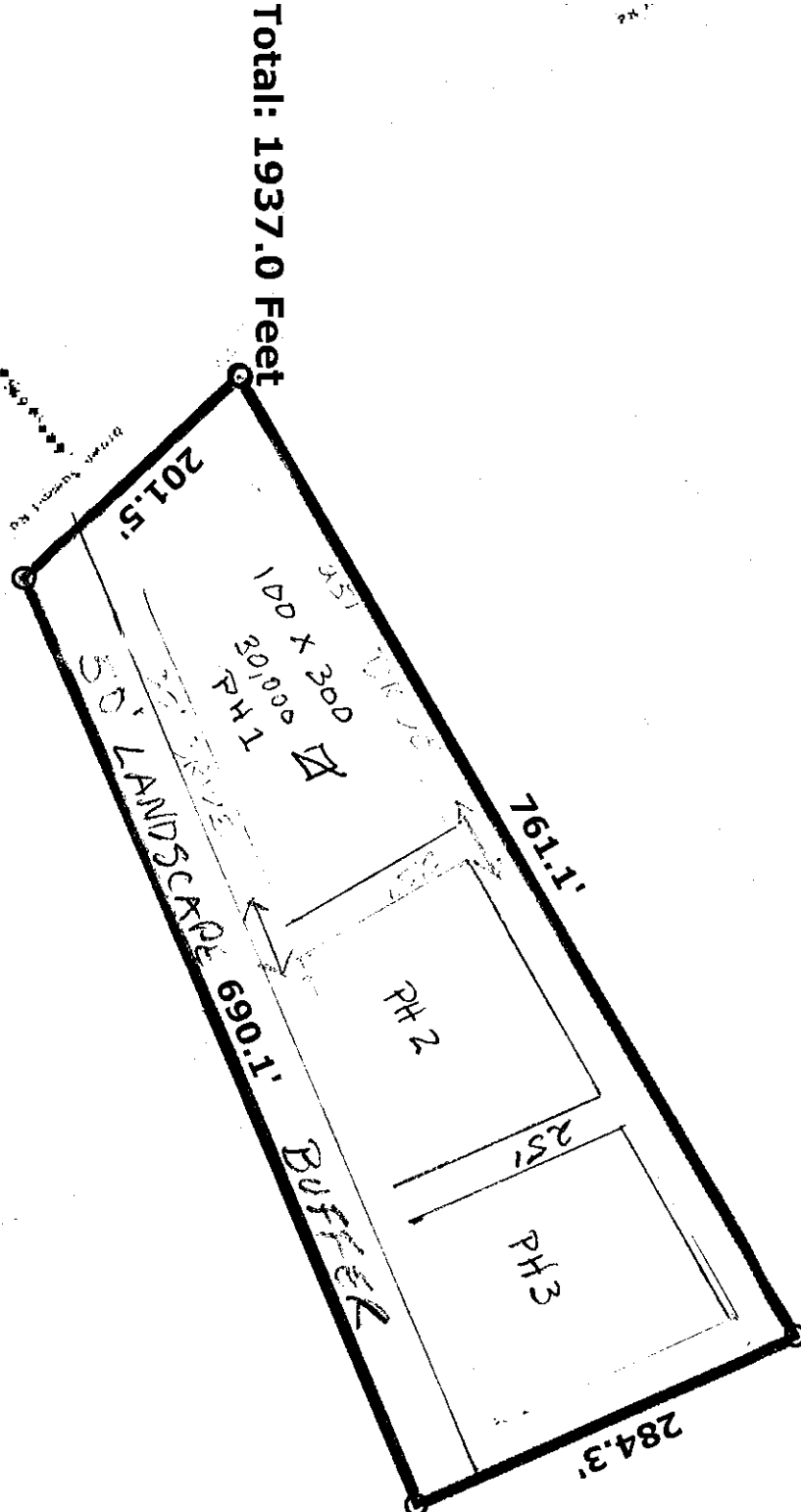
Assignment of Contract

Now comes, Back Investments, Inc, owner of that certain contract dated April 26, 2021 by and between Back Investments, Inc and RGW Self Storage, LLC for the purchase of 7200 Brown Summit Rd, Brown Summit, NC 27214 and hereby assigns all of his right title and interest in said contract to KBR Ventures, LLC.

This the 10TH day of May, 2021.

By:  (SEAL)

- GIS Data Viewer
- Quick Search
- Identify
- Street View
- Community Info
- Map Themes
- Print



Property Information

Located on the east side of Brown Summit Rd, approximately 50 feet east from its intersection of Autumn Forest Dr, approximately 3.95 acres, Guilford County Tax Parcel #128141 owned by RGW Self Storage LLC.

Zoning History of Denied Cases: None

Nature of the Request

This proposed request is to rezone property from CZ-GB to GB. The request would remove the use conditions established under Conditional Rezoning Case 39-96, which lists the following as allowable uses: (1) Hardware store; (2) Restaurant (no drive-thru); (3) Gift or Card shop; (4) Doctor's office; (5) Dentist Office; (6) Video Tape Rental; (7) Barber Shop; (8) Beauty Shop; (9) Sporting Goods Store; Garden Center; (10) Florist;(11) Law Office; (12) Insurance Office; or (13) Real Estate Office. This request would allow all uses listed as permitted in the GB district in the in the Guilford County Unified Development Ordinance.

District Descriptions

GB – The General Business district is intended to accommodate moderate to large-scale retail, business, and service uses along thoroughfares and at key intersections. The district is characterized minimal front setbacks, off-street parking, quality design, shared access, and shared parking are encouraged.

CZ- Conditional Zoning, bearing the designation CZ, is established as a companion district for every district established in the UDO. All regulations which apply to a general use zoning district also apply to the companion conditional zoning. All other regulations, which may be offered by the property owner and approved by the Jurisdiction as part of the rezoning process, also shall apply.

Character of the Area

This request is in area with industrial land uses to the north and single-family residential land uses to the south and across the street. A golf course is developed to the rear of the subject parcel.

Existing Land Use(s) on the Property: Undeveloped

Surrounding Uses:

- North: Warehouse (self-storage)
- South: Single-family residential/Undeveloped
- East: Golf course (Bryan Park)
- West: Single-family 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 4.3 miles.

Water and Sewer Services:

Provider: Private or individual well and septic system

Within Service Area: No

Feasibility Study or Service Commitment: No

Transportation:

Existing Conditions: Major thoroughfare, Average daily traffic, 4500 (NCDOT count,2018)

Proposed Improvements: Subject to requirements of NCDOT driveway permit.

Projected Traffic Generation: Not available

Environmental Assessment

Topography: Gently sloping, and moderately sloping.

Regulated Floodplain/Wetlands:

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

Streams and Watershed:

There are no mapped streams on the property. The property is not located in a designated Water Supply Watershed.

Land Use Analysis

Land Use Plan: Northern Lakes

Plan Recommendation: Mixed Use Land Use Classification

Consistency:

The current and proposed zoning **is not consistent** with the Mixed-Use land use classification as described in Northern Lakes Area Plan. The Mixed-Use land use classification is designated to recognize an opportunity for a mixture of complimentary and integrated principal land uses and/or housing types developed on large tracts under a unified development scheme. It is

envisioned that mixed-use projects will develop under the Planned Unit Development zoning districts of the Guilford County Unified Development Ordinance. The GB district is not listed as a zoning district that is consistent with the Mixed-Use Land Use Classification category.

The requested action **is reasonable and in the public interest** because the subject parcel is in an area with General Business and Light Industrial land uses. Although the proposed rezoning is not consistent with the Northern Lakes Area Plan recommendation, the property is currently zoned CU-GB (General Business).

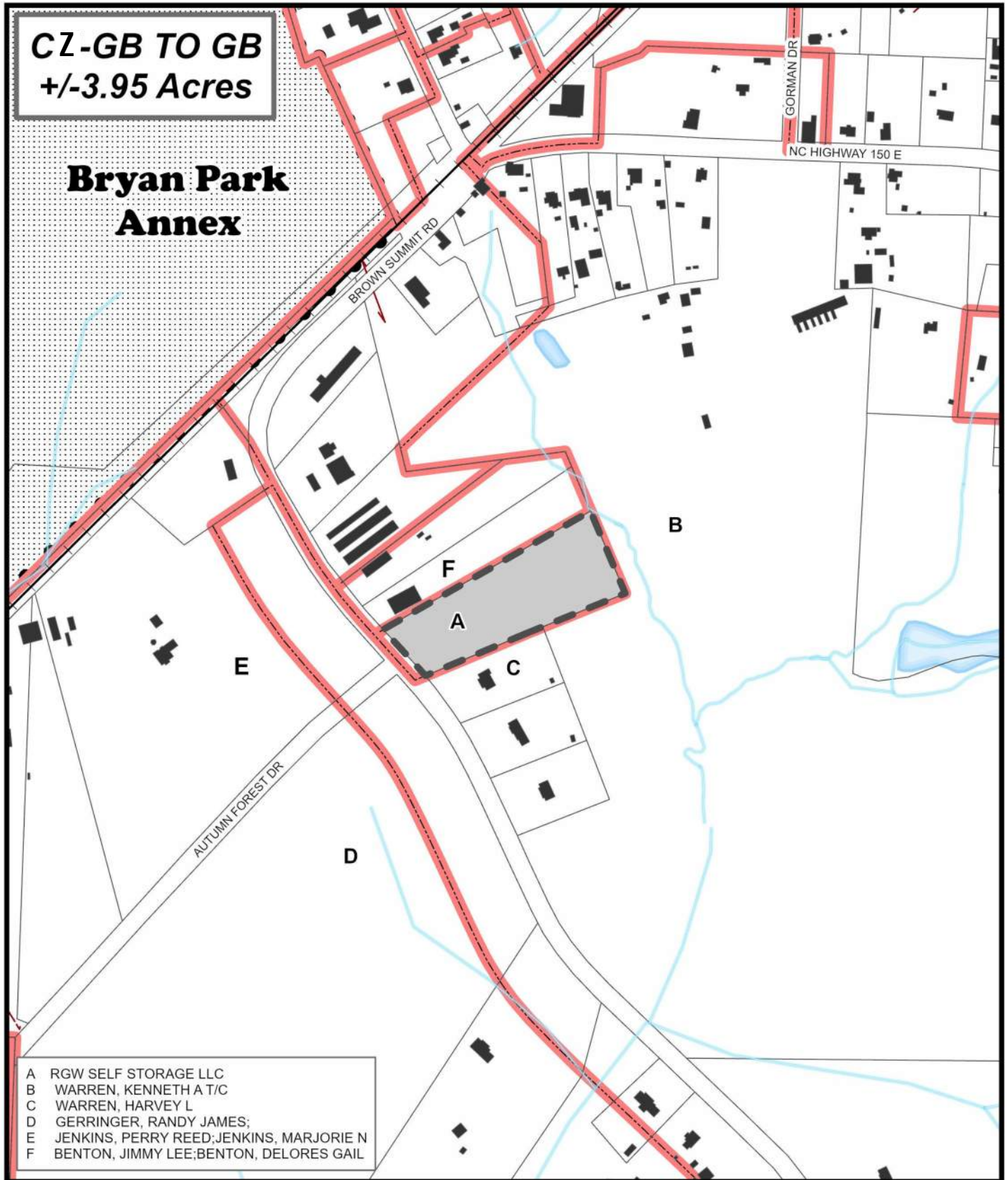
Recommendation

Staff Recommendation: Staff recommends approval

Area Plan Amendment Recommendation: An area plan amendment to Moderate Commercial is required to be consistent with the current CZ-GB zoning and the proposed GB zoning, if approved.

**CZ-GB TO GB
+/-3.95 Acres**

Bryan Park Annex



- A RGW SELF STORAGE LLC
- B WARREN, KENNETH A T/C
- C WARREN, HARVEY L
- D GERRINGER, RANDY JAMES;
- E JENKINS, PERRY REED;JENKINS, MARJORIE N
- F BENTON, JIMMY LEE;BENTON, DELORES GAIL



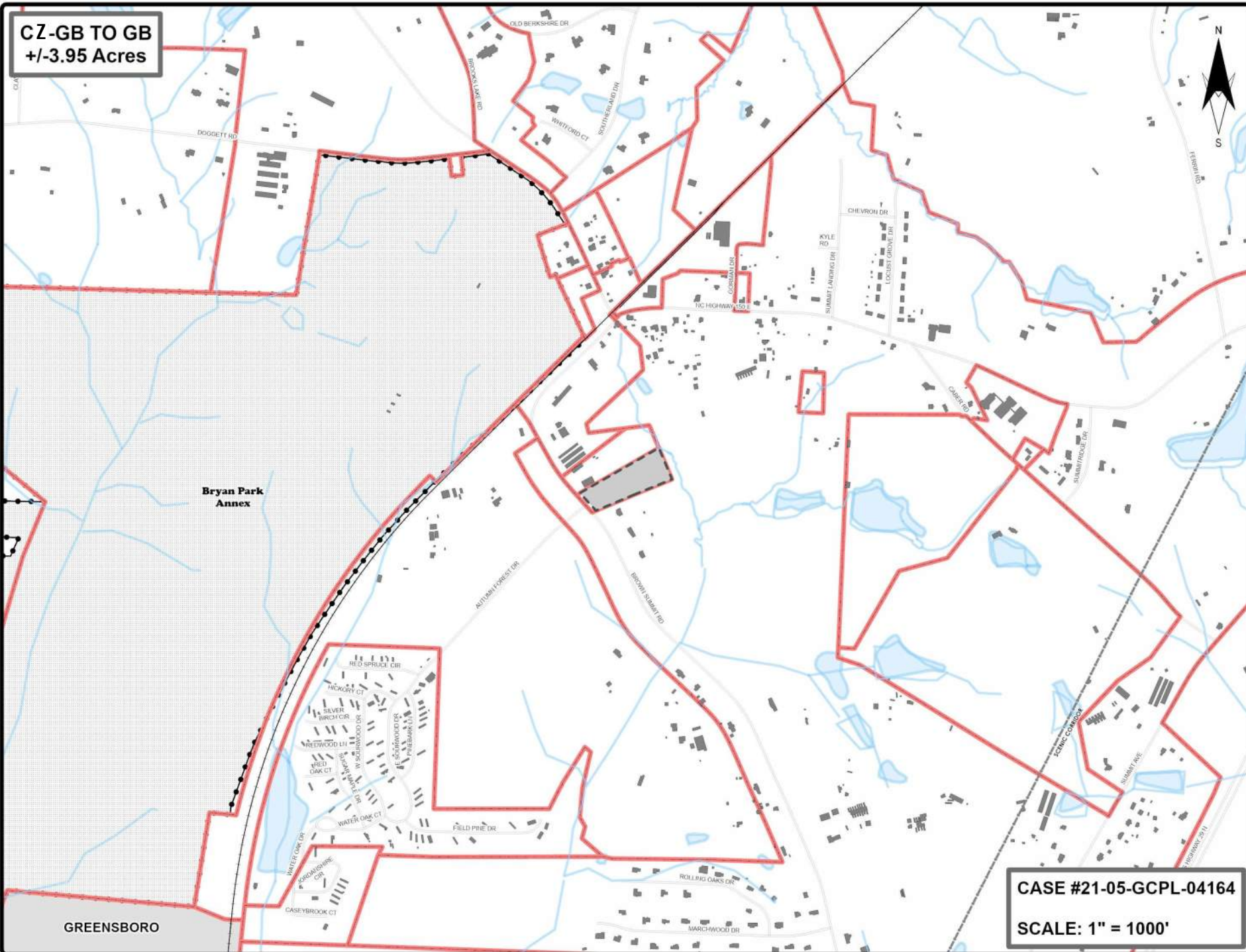
JURISDICTION:
GUILFORD COUNTY
Guilford County
Planning & Development
Department

Rezoning Case #
21-05-GCPL-04164
Scale: 1" = 400'

Map:
128141



CZ-GB TO GB
+/-3.95 Acres



Bryan Park Annex

GREENSBORO

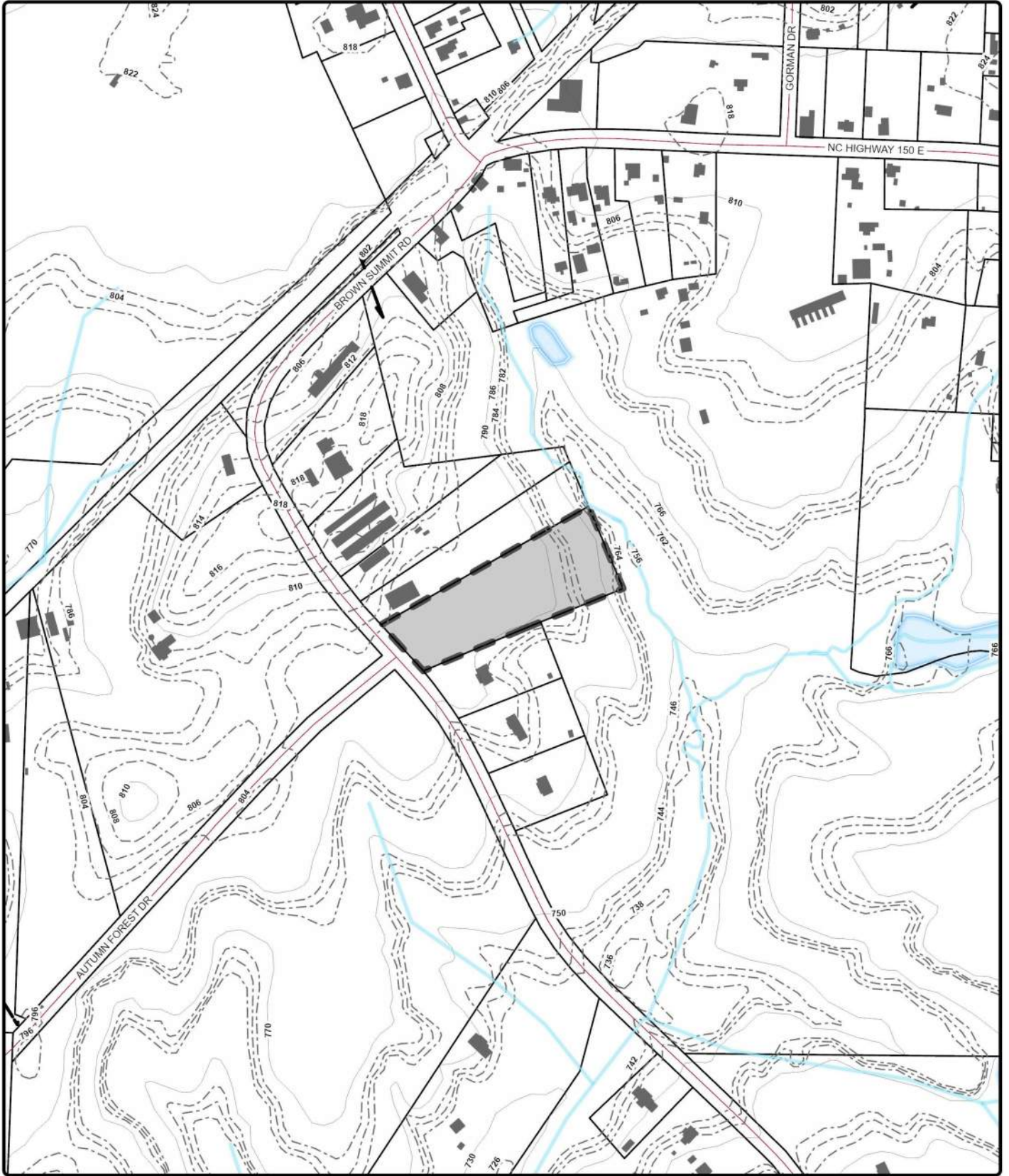
CASE #21-05-GCPL-04164
SCALE: 1" = 1000'



CASE #21-05-GCPL-04164

Scale: 1" = 400'





CASE #21-05-GCPL-04164

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 #128141, from **CZ-GB** to **GB** 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 #3
APPROVE-INCONSISTENT
PLAN AMENDMENT**

I move to **Approve** this zoning amendment located on Guilford County Tax Parcel #128141, from **CZ-GB** to **GB**.

- 1. This approval also amends the **Northern Lakes Area Plan to General Business**.
[Applicable element of Comp Plan]
- 2. The zoning map amendment and associated **Northern Lakes Area Plan** amendment **are** based on the following change(s) in condition(s) in the **Northern Lakes Area Plan**:
[Explanation of the change in conditions to meet the development needs of the community that were taken into account in the zoning amendment.]

- 3. The amendment **is** 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 #**128141**, from **CZ-GB** to **GB** 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
COLOR
PAGE**



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Conditional Zoning
Application**

Date Submitted: 05-12-21

Fee \$500.00 Receipt # _____

Case Number 21-05-GCP-04259

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 CZ-LI zoning district to the CZ-LI zoning district.

Said property is located 1450 Creek Road

in Jefferson Township; Being a total of: 16.93 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 1 2 0 6 5 8

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Additional sheets for tax parcels are available upon request.

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.

Conditional Zoning Requirements:

- Zoning Sketch Plan. A sketch plan illustrating proposed conditions and other pertinent information is required for all conditional rezoning requests. Sketch elements not illustrating proposed conditions are subject to subdivision and site plan review. Refer to Appendix 2, Map Standards of the Guilford County Development Ordinance.
- Zoning Conditions. Use and/or development conditions must be provided. Complete Page 2 of this application. Refer to uses as listed in Table 4-3-1 of the Guilford County Development Ordinance.



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Conditional Zoning
Application**

Use Conditions

Uses of the property shall be limited to the following uses as listed in Article IV, Table 4-3-1 of the Guilford County Development Ordinance:

- 1) All uses allowed in the LI district except the following uses shall not be permitted: Junk/Salvage Yards _____
 Beneficial fill area; Construction or demolition debris landfill, minor; Land clearing and inert debris landfill, minor; Heliport; Amusement or Water Parks, Fairgrounds; Athletic Fields; Auditorium, Coliseum or Stadium; Country Club with Golf Course; Golf Course; Cemetery or Mausoleum; Automobile Parking (Commercial);
- 2) Bus Terminal and Service Facilities; Railroad Terminal or Yard; Wireless Communication Tower, Stealth Camouflage Design; Wireless Communication Tower, Non-Stealth Design; Small Cell Wireless Tower; Solar Collectors Principal; Utility Equipment and Storage Yards; Recycling Facilities, Outdoors; Trucking or Freight Terminal
- 3) _____
- 4) _____

Development Conditions

Development of the property shall occur in accordance with the following standards and requirements in addition to those specified in the Guilford County Development Ordinance:

- 1) All business located on property shall be oriented toward I-85/I-40.
- 2) Any structural improvements shall be constructed to the north of the 100-year flood zone area as shown on current flood zone maps of Guilford County, North Carolina; provided that such area may be used to construct necessary utilities provided that any disturbed areas will be replanted with similar vegetation to the extent reasonably possible.
- 3) _____
- 4) _____

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

A Conditional Zoning Application must be signed by current property owner(s).

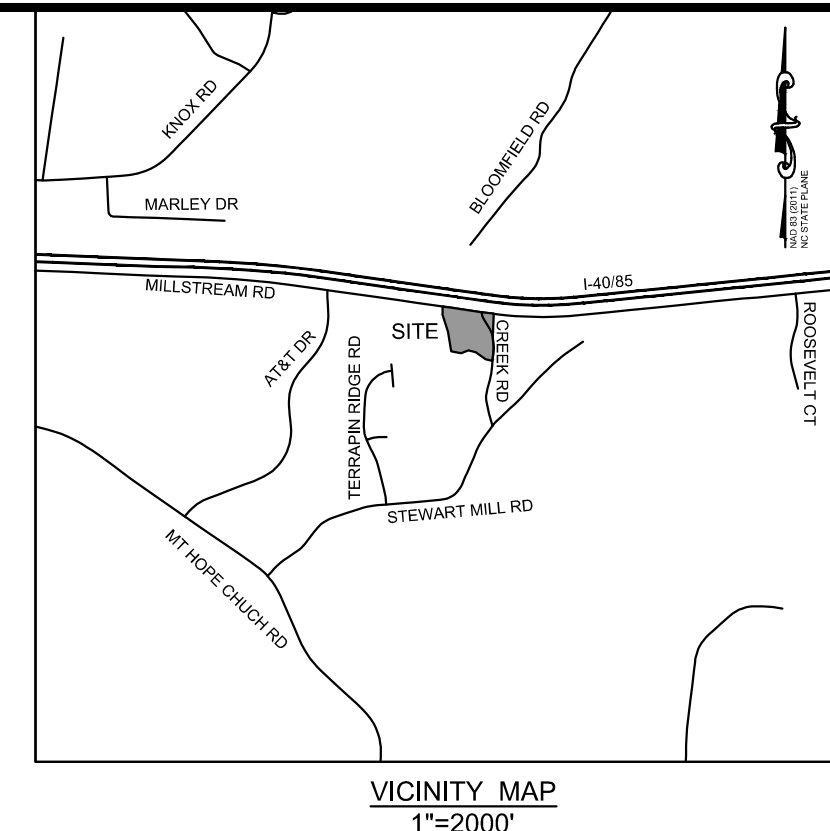
I hereby agree to conform to all applicable laws of Guilford County and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development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

Respectfully Submitted,

<p><u>Beverly S McComb</u> Property Owner Signature</p> <p><u>Beverly McComb</u> Name</p> <p><u>1450 Creek Rd</u> Mailing Address</p> <p><u>McLeansville, NC. 27301</u> City, State and Zip Code</p> <p><u>336 209 2121</u> <u>mccombbeverly@yahoo.com</u> Phone Number Email Address</p>	<p>_____ Owner/ Representative/ Applicant Signature (if applicable)</p> <p>_____ Name</p> <p>_____ Mailing Address</p> <p>_____ City, State and Zip Code</p> <p>_____ Phone Number Email Address</p>
---	---

Additional sheets for conditions and signatures are available upon request.

NAD 83 (2011)
NC STATE PLANE



SITE DATA:
BEVERLY S. MCCOMB
1450 CREEK ROAD
MCLEANSVILLE, NC 27301

PIN: 8814103017
D.B. 3713 PG. 1399
TOTAL AREA: 15.49 ACRES

ZONING:
EXISTING ZONING: CU-LI
PROPOSED ZONING: CU-LI

WATERSHED DATA:
WATERSHED: LAKE MACKINTOSH
(BIG ALAMANCE CREEK)
WATERSHED CLASSIFICATION: WS-IV, GWA
CAPE FEAR RIVER BASIN
BUA: 1.62 AC (10.5%)

PARKING INFORMATION:
TOTAL NUMBER OF STALLS: 19
ACCESSIBLE PARKING PROVIDED: 2

WATERSHED NOTES:
A SPECIAL FLOOD HAZARD AREA (SFHA) EXISTS ON THE PROPERTY BASED ON FIRM (FLOOD INSURANCE RATE MAP) MAP # 3710881400J AND 3710881300J, EACH WITH EFFECTIVE DATE 6/18/2007.

JORDAN LAKE RIPARIAN STREAM BUFFER RULES APPLY TO MAPPED STREAM ON PROPERTY.

NOTES:
EXISTING RESIDENCE TO REMAIN.

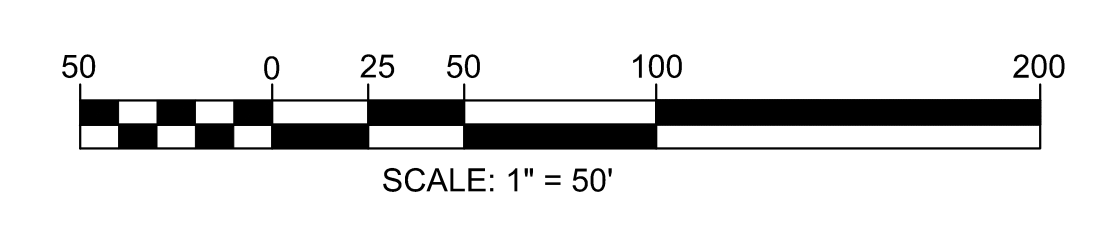
PIN: 8813090316
CITY OF GREENSBORO
DB 7276 PG 2034
ZONED: CU-RS-9

PIN: 8813193285
CUFFIE, GEORGE;
QUINN, ESTHER
DB 8334 PG 2772
ZONED: AG

PIN: 8813199720
STEVENS, ANGELA ISLEY;
STEVENS, DAVID S
DB 8064 PG 838
ZONED: AG

PIN: 8813290829
WEATHERFORD, DARIUS W.
LUNA, MONTSERRAT
DB 8143 PG 2991
ZONED: AG

PIN: 8813198532
LINN, JANICE L.
LANNIN, WILLIAM E
DB 8134 PG 934
ZONED: AG



Civil Engineers and Land Surveyors
8518 Triad Drive, Colfax, NC 27235
www.reconconsulting.com
(336) 852-9797
License No. C-0950

PROJECT LOCATION:
CITY: MCLEANSVILLE
COUNTY: GUILFORD
STATE: NORTH CAROLINA

OWNER INFORMATION:
BEVERLY MCCOMB
1450 CREEK ROAD
MCLEANSVILLE, NC 27301

1450 CREEK ROAD
SKETCH PLAN

NO	DATE	REVISION NOTE

DRAWN BY: LSM
CHECKED BY: BN
DATE: 05/19/2021
PROJECT NO.: 00000.001
REF. NO.: -
SCALE: 1"=50'

PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET
1 OF 1

Property Information

Located on the south side of Creek Rd, approximately 1500 feet east from its intersection of AT&T Dr, approximately 16.9 acres, Guilford County Tax Parcel #120658 owned by Beverly McComb.

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

Nature of the Request

This proposed request is to Conditionally Zone property from CZ-LI to CZ-LI

District Descriptions

LI – This district accommodates limited, small-scale manufacturing, wholesaling, warehousing, research and development, and related commercial activities that have little adverse effect, through noise, odor, or visual distraction, on neighboring properties. Development shall provide adequate screening and buffers and be located where there are adequate public utilities and access to arterial streets and highways

Proposed Use Conditions: All of the allowable uses in the Light Industrial zoning classification, except and excluding the following: (1) Junk/Salvage Yards; (2) Beneficial fill area; (3) Construction or demolition debris landfill; (4) Inert debris landfill, minor; (5) Amusement or Water Parks, Fairgrounds; (6) Athletic Fields; (7) Auditorium, Coliseum or Stadium; (8) Country Club with Golf Course; (9) Golf Course; (10) Cemetery or Mausoleum; (11) Automobile Parking (Commercial); (12) Bus Terminal and Service Facilities; (13) Heliport; (14) Railroad Terminal or Yard; (15) Wireless Communication Tower – Stealth Camouflage Design; (16) Wireless Communication Tower – Non-Stealth Design; (17) Small Cell Wireless Tower; (18) Solar Collectors Principal; (19) Utility Equipment and Storage Yards; (20) Recycling Facilities, Outdoors; and (21) Trucking or Freight Terminal.

Proposed Development Conditions: (1) All business located on the property shall be oriented towards I-85/I-40; (2) Any structural improvements shall be constructed to the north of the 100-year flood zone areas as shown on current flood zone maps of Guilford County, NC, provided that such area may be used to construct necessary utilities provided that any disturbed areas will be replanted with similar vegetation to the extent reasonably possible.

Character of the Area

This request is in an area of surrounding single-family homes and agricultural uses. There are industrial uses within close proximity to the west and east within Guilford County's jurisdiction and the City of Greensboro's jurisdiction. It's located just south of I-85/I-40.

Existing Land Use(s) on the Property:

Surrounding Uses:

North: I-85/I-40
South: Single-family residential
East: Single-family residential
West: City of Greensboro pump station

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: McLeansville.

Miles from Fire Station: Approximately 6.2 miles.

Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: Yes

Transportation:

Existing Conditions: Creek Rd is a two-lane collector road.

Proposed Improvements: NCDOT driveway permit will be required upon development

Projected Traffic Generation: No traffic counts at this time.

Environmental Assessment

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

Regulated Floodplain/Wetlands:

There is regulated floodplain wrapping from the north west corner of the property around to the south eastern corner of the property. There are no mapped wetlands on site.

Streams and Watershed:

Little Alamance Creek wraps around the property from the north west corner to the south east corner of the property, following the property line. The property is within the Lake Mackintosh Watershed (Big Alamance Creek - WS-IV) in the General Watershed Area.

Land Use Analysis

Land Use Plan: Rock Creek Area Plan

Plan Recommendation: Light Industrial

Consistency: Consistent with the Rock Creek Area plan classification of Light Industrial

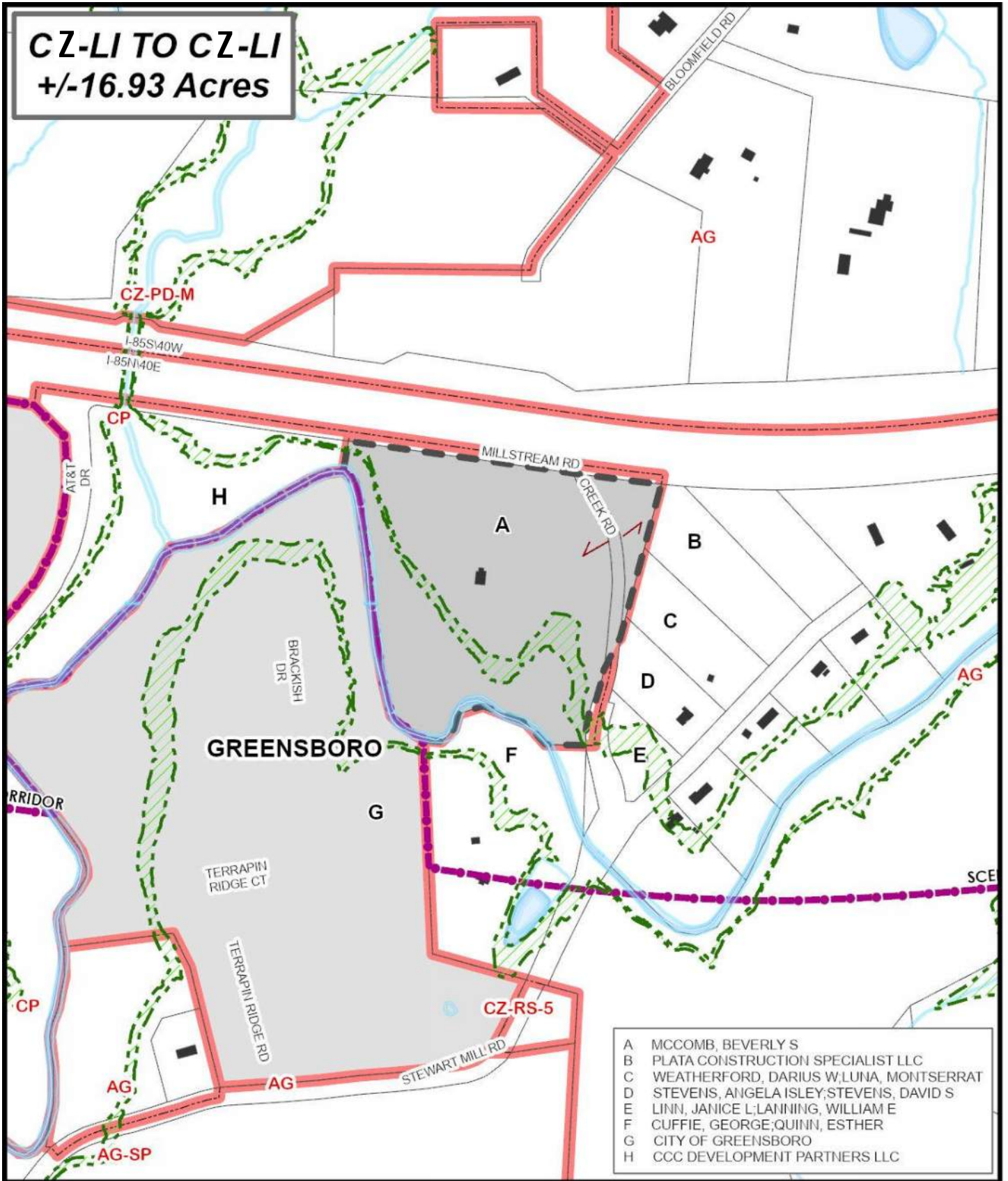
Recommendation

Staff Recommendation: Staff recommends approval

1. The Plan designates the area as Light Industrial which is consistent with this request.
2. This parcel is currently zoned CZ-LI and was approved in 2008. This request is to amend the zoning conditions and limits the uses as follows: (1) Junk/Salvage Yards; (2) Beneficial fill area; (3) Construction or demolition debris landfill; (4) Inert debris landfill, minor; (5) Amusement or Water Parks, Fairgrounds; (6) Athletic Fields; (7) Auditorium, Coliseum or Stadium; (8) Country Club with Golf Course; (9) Golf Course; (10) Cemetery or Mausoleum; (11) Automobile Parking (Commercial); (12) Bus Terminal and Service Facilities; (13) Heliport; (14) Railroad Terminal or Yard; (15) Wireless Communication Tower – Stealth Camouflage Design; (16) Wireless Communication Tower – Non-Stealth Design; (17) Small Cell Wireless Tower; (18) Solar Collectors Principal; (19) Utility Equipment and Storage Yards; (20) Recycling Facilities, Outdoors; and (21) Trucking or Freight Terminal.
3. The development conditions will limit the view and operations from the neighboring residential properties. The development conditions proposed are the following: All business located on the property shall be oriented towards I-85/I-40; (2) Any structural improvements shall be constructed to the north of the 100-year flood zone areas as shown on current flood zone maps of Guilford County, NC, provided that such area may be used to construct necessary utilities provided that any disturbed areas will be replanted with similar vegetation to the extent reasonably possible.
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 in close proximity to I-85 and I-40 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 Conditional Zoning is consistent with the Rock Creek Area Plan land use classification of Light Industrial, thus if approved, no plan amendment would be required

**CZ-LI TO CZ-LI
+/-16.93 Acres**



- A MCCOMB, BEVERLY S
- B PLATA CONSTRUCTION SPECIALIST LLC
- C WEATHERFORD, DARIUS W;LUNA, MONTSERRAT
- D STEVENS, ANGELA ISLEY;STEVENS, DAVID S
- E LINN, JANICE L;LANNING, WILLIAM E
- F CUFFIE, GEORGE;QUINN, ESTHER
- G CITY OF GREENSBORO
- H CCC DEVELOPMENT PARTNERS LLC



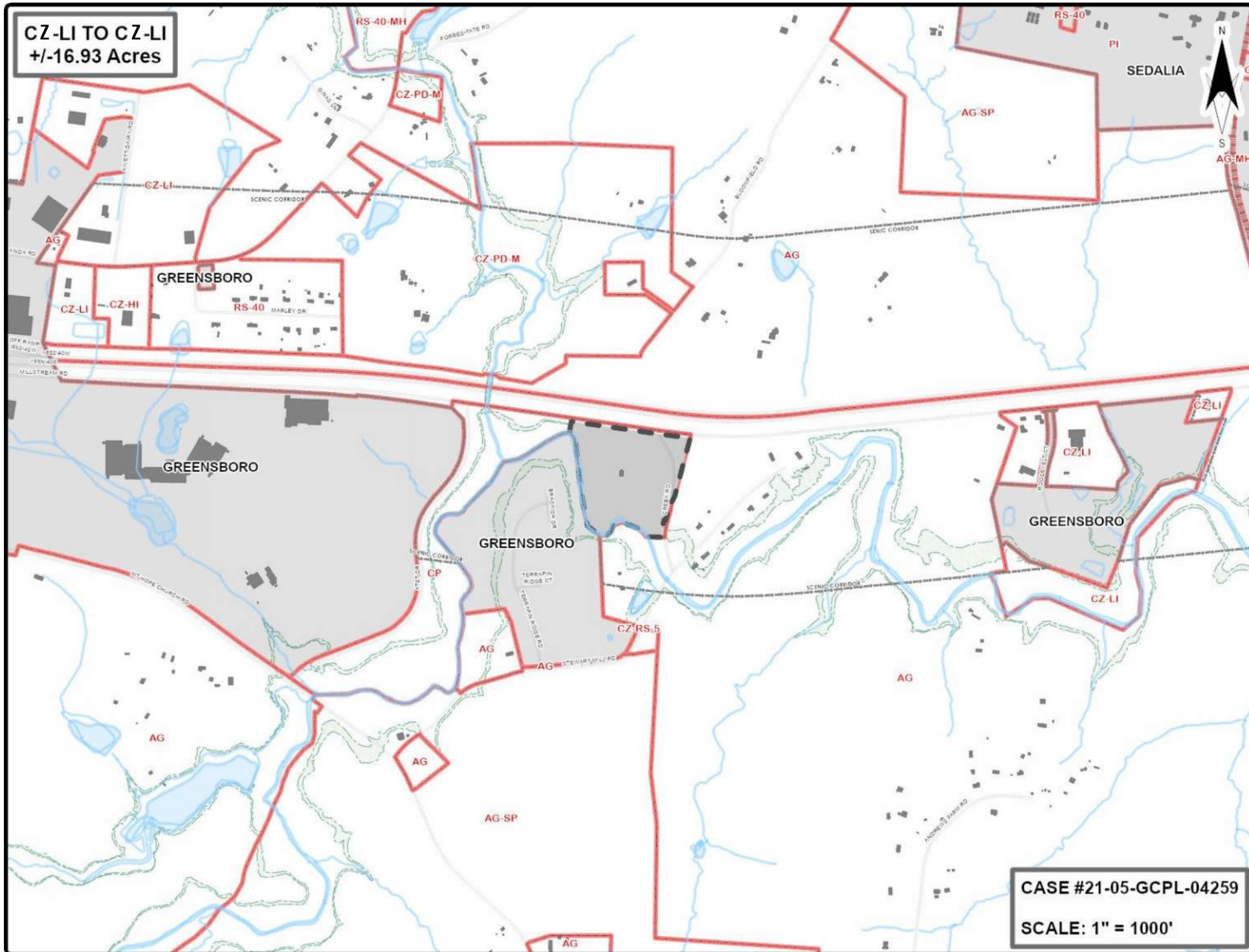
JURISDICTION:
GUILFORD COUNTY
 Guilford County
 Planning & Development
 Department

Rezoning Case #
21-05-GCPL-04259
Scale: 1" = 400'

Map:
 120658



**CZ-LI TO CZ-LI
+/-16.93 Acres**



CASE #21-05-GCPL-04259

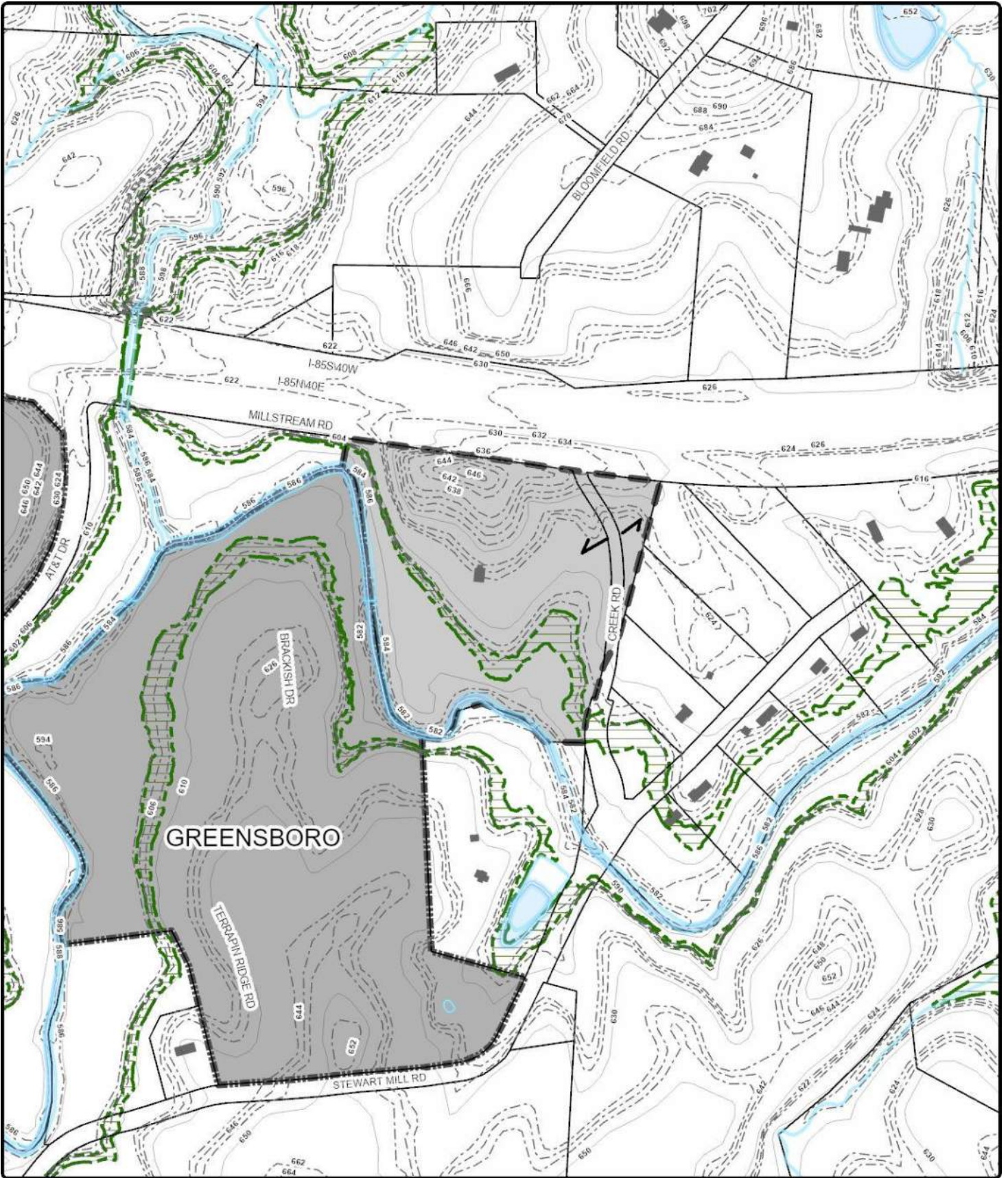
SCALE: 1" = 1000'



CASE #21-05-GCPL-04259

Scale: 1" = 400'





CASE #21-05-GCPL-04259

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 # 1
APPROVE-CONSISTENT
NO PLAN AMENDMENT**

I move to **Approve** this zoning amendment located on Guilford County Tax Parcel #**120658**, from **CZ-LI** to **CZ-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** 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 #2
DENY-INCONSISTENT
NO PLAN AMENDMENT**

I move to **Deny** this zoning amendment located on Guilford County Tax Parcel #120658, from **CZ-LI** to **CZ-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 #3
APPROVE-INCONSISTENT
PLAN AMENDMENT**

I move to **Approve** this zoning amendment located on Guilford County Tax Parcel #**120658**, from **CZ-LI** to **CZ-LI**.

1. This approval also amends the **Rock Creek Area Plan to Light Industrial**. [Applicable element of Comp Plan]

2. The zoning map amendment and **Rock Creek Area Plan** amendment **are** based on the following change(s) in condition(s) in the **Rock Creek Area Plan**:

[Explanation of the change in conditions to meet the development needs of the community that were taken into account in the zoning amendment.]

3. The amendment **is** 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 #**120658**, from **CZ-LI** to **CZ-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.]

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PAGE**



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Special Use Permit
Application**

Date Submitted: 5-12-2021 Fee **\$526.00** Receipt # _____ Case Number 21-05 - GCPL - 04192
(includes \$26 recording fee)

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 3-13 of the Guilford County Development Ordinance, the undersigned hereby requests Guilford County to authorize a Special Use Permit for the property described as being located along Mt. Hope Church Rd. and Stewart Mill Rd. in Jefferson Township; Being a total of: approximately 880 acres. The proposed use(s) of land is(are) solar collectors (principal) more commonly referred to as a solar farm.

Further referenced by the Guilford County Tax Department as:

- | | |
|----------------------------------|----------------------------------|
| Tax Parcel # <u>116807</u> _____ | Tax Parcel # <u>116799</u> _____ |
| Tax Parcel # <u>116805</u> _____ | Tax Parcel # <u>120643</u> _____ |
| Tax Parcel # <u>116804</u> _____ | Tax Parcel # <u>120662</u> _____ |

Additional sheets for tax parcels are available upon request.

Check One:

- The property requested for a special use permit is an entire parcel or parcels as shown on the Guilford County Tax Map.
- The property requested for a special use permit 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.

Special Use Permit Requirements:

- Approved Site Plan.** A site plan approved or conditionally approved by the Technical Review Committee, illustrating conditions related to the request and applicable development standards must be attached for all special use permit requests. Refer to Appendix 2, Map Standards of the Guilford County Development Ordinance.
- Special Use Conditions.** Development conditions may be provided, list on following page. Refer to uses as listed in Table 4-3-1 of the Guilford County Development Ordinance. If conditions are not proposed, indicate 'not applicable'.



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Special Use Permit
Application**

Please address the following and be prepared to present as sworn or affirmed testimony and evidence for the scheduled quasi-judicial hearing:

- 1. A written application was submitted and is complete in all respects.
- 2. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan submitted. This conclusion is based the following:

Please See attached information regarding

- 3. The use, a _____, for which the Special Use Permit is sought, is in conformance with all special requirements applicable to this use. The use meets all required conditions and specifications. This is based on the following:

ll ll ll ll

- 4. That the location and character of the use, if developed according to the plan submitted, will be in harmony with the area in which it is to be located and is in general conformity with the plan of development of the Jurisdiction and its environs. This is based on the following:

ll ll ll ll

- 5. The use will not substantially injure the value of adjoining or abutting property or the use is a public necessity. This is based on the following:

ll ll ll ll



**GUILFORD COUNTY
PLANNING AND DEVELOPMENT**

**Planning Board
Special Use Permit
Application**

Development Conditions

Development of the property shall occur in accordance with the following standards and requirements in addition to those specified in the Guilford County Development Ordinance:

- 1) Along the western and southern boundaries of Parcel Number 120643, West River Solar will observe minimum setbacks of 125' from the nearest panel to adjoining property lines as shown on the SUP site plan submitted May 12, 2021.
- 2) _____
- 3) Along the western and southern boundaries of Parcel Number 120643, West River Solar will plant or preserve a minimum of 50' of vegetation for screening purposes as shown on the SUP site plan submitted May 12, 2021.
- 4) _____
- 5) To the extent practicable, West River Solar will plant native grasses or pollinator plant species within the project footprint and install wildlife friendly fencing that meets or exceeds the standards of the National Electrical Code.
- 6) _____
- 7) _____
- 8) _____

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

A Special Use Permit Application must be signed by the current property owner(s).

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.

Respectfully Submitted,

Property Owner Signature


Name

Mailing Address

City, State and Zip Code

Phone Number

Email Address

West River Solar, LLC: 
Owner/ Representative/Applicant Signature (if applicable)

Ben Catt

Name

130 Roberts Street

Mailing Address

Asheville, NC 28001

City, State and Zip Code

772-214-5773

Phone Number

sandersen@pgrenewables.com

Email Address

Additional sheets for conditions and signatures are available upon request.

Statement of General Compliance
Guilford County Unified Development Ordinance
§3.5(Q)(3)(f)(1)

Applicant West River Solar, LLC

West River Solar, LLC respectfully submits the following evidence that it complies with the standards for a Special Use Permit as provided in the Guilford County Zoning Ordinance §3.5(Q)(3)(f)(1).

A. The proposed use is represented by an “S” in the column for the district in which it is located in Article 4 – Zoning Districts (Table of Permitted Uses).

UDO Article 4, p. 4-36 shows Solar Collectors Principal to be allowed in AG zoning subject to receipt of a Special Use Permit.

B. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan submitted.

1. General

Simply described, solar farms are little more than passive facilities that receive sunlight and convert it to clean energy. The materials used are primarily steel, glass, and products found in most household electronic appliances. The technology is more than 60 years old. Nothing about the operation creates an unreasonable risk to public health or safety.

2. Public Health

Solar Farms do not generate chemical or toxic by-products that threaten groundwater or surface water resources; they do nothing to generate or spread disease or bacteria; and they do not create environmental noise that would disturb the emotional health of residents. In most circumstances, someone standing at the closest point off-site is not able to hear the slight and barely audible hum generated by inverters in the interior of the facility.

If environmental noise is a concern, use of the property by a very quiet solar farm very often prevents the site from being used by many other uses that create substantial environmental noise (e.g. tractors for farming, lawnmowers and leaf blowers from a single family subdivision, guns from hunters, etc.). Solar farms also protect ground and surface waters from uses that could otherwise be developed as a matter of right (e.g. collection of

manure from dairy farming; chemicals used in nurseries and greenhouses; or heavy application of chemicals used in crop production).

3. Public Safety

(a) Traffic

Transportation/traffic safety is one of the key issues when considering the impact a use will have on public safety. This facility will generate practically no traffic once construction is complete, with most days witnessing no incoming/outgoing vehicle trips at all. The only vehicles coming to the site will be occasional trips made to check on and maintain equipment and to mow grass – typically two vehicle trips per month during growing season. Construction time varies from site to site, but this 40-megawatt facility would take approximately 10-12 months to complete.

If this entire site were developed for one single home, the standard trip generation would be 9.52 vehicle trips *per day*, contrasted with zero trips on most days for a solar farm and generally no more than 2-3 vehicle trips *per month*. (9.52 is the national average established by the Institute of Transportation Engineers based upon data collected over decades). If the site, or portions of the site, were developed for solar farms, the traffic generated would be approximately 9.52 vehicle trips per day times the number of homes built.

(b) Environmental Safety

Unlike farming and many types of development, a solar facility protects adjoining streams from sedimentation resulting from soil erosion. Solar cells are mounted on support poles that are driven into the ground and that require minimal site grading. Hearty grass suitable to the climate is planted beneath the panels for soil stability. During construction, standard erosion control measures will be constructed and maintained in accordance with local and state stormwater regulations. As with most developments, stormwater and erosion control permits must be obtained prior to construction and land disturbance.

(c) Equipment Safety

The facility will be constructed to meet or exceed all standards of the National Electric Code, and all equipment is listed with and will contain the stamp of Underwriters Laboratories, a safety consulting and certification company that specializes in the public adoption and drafting of safety standards for electrical devices and components.

The facility will be surrounded by wildlife permeable fencing, developed in coordination with the NC Chapter of The Nature Conservancy, to protect the public, the facility, and wildlife habitat. All fencing will meet the standards of the National Electrical Code.

C. The use meets all required conditions and specifications

This applicant's consultants and engineers have worked diligently to make sure the proposed facility meets all requirements of the Guilford County UDO for Solar Collector Facilities. Enforcement of these requirements is at the staff level. If the applicant does not meet all requirements, no building permits will be issued.

Of importance, the Guilford County Technical Review Committee met on May 4, 2021 and voted unanimously to find that the site plan met all conditions and specifications, subject to minor changes being made and which have been done.

D. The use will not substantially injure the value of adjoining or abutting property, or the use is a public necessity.

Numerous appraisers throughout North Carolina have studied the impact of *hundreds* of solar farms on adjoining properties, and to the applicant's knowledge, each of them has found, based upon information from public databases, that there is no objective evidence to support a claim that solar farms harm neighboring property values.

A common and accepted appraisal principle explains why solar farms have no impact on market value. A land use that has a negative effect on nearby property values is called an "*external obsolescence*." Common factors that make a land use an external obsolescence are noise, unreasonable traffic generation, dust, lights, odor, and threats to public health.

There is nothing about a solar farm's safe, quiet, odorless, dust free, low traffic characteristics that would make it an external obsolescence. This is especially true when a facility like this one will have planted vegetation to screen it from view. Thus, there are no *actual* conflicts between a solar farm and surrounding uses, although some citizens may claim they personally and subjectively do not think a solar farm is attractive. As explained below, North Carolina courts consistently have stated that such subjective feelings are not evidence to be considered in a CUP hearing.

To demonstrate compliance with this standard through competent, material, and substantial evidence, the applicant will present a study by Richard Kirkland, MAI, who has conducted several paired sales analyses for this project. Mr. Kirkland is now recognized as the world's leading expert on the effect of solar farms on adjoining properties, having performed over 700 studies in 19 states. His studies are done strictly in accordance with the Uniform Standards of Professional Appraisal Practice. Most of his studies include solar farms adjacent to residential uses.

E. The location and character of the use, if developed according to the plan submitted, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the Jurisdiction and environs.

1. What is “Harmony?”

Addressing standard “E” requires first addressing what the word “harmony” means. In land use planning, “harmony” does not mean similar in use or appearance. For example, in the Guilford County AG District, the zoning ordinance allows by right or by special use permit uses such as athletic fields, country clubs, cell towers, shooting ranges, schools, churches, day cares, kennels, cemeteries, and LCID landfills.

All are considered harmonious adjacent uses, yet none is similar in function, appearance, or purpose.

Although the solar panel arrays do not look like some nearby uses (such as a house), there are no public service facilities that do. The existing telephone, electrical and cellular infrastructure common throughout Guilford County do not look like homes either, but they are considered typical structures commonly seen in urban and suburban areas. Solar panels are not obtrusive and have a much lower profile than a typical home or barn.

Rather than being based on appearance, harmony is primarily a *functional* determination. To determine whether a certain use of land is harmonious, a planner would examine whether that use has external impacts (an “externality”) that prevent other uses from reasonably co-existing. Common externalities that create disharmony are excessive light, dust, odor, noise, non-managed traffic, and environmental impacts. Most uses can be “in harmony” if the externalities are mitigated and or managed.

No characteristic of this proposed facility would prevent neighboring landowners from enjoying the full use of their homes or lands for any purpose they currently engage in or could engage in under the Guilford County Zoning Ordinance.

The proposed project has substantial setbacks from other uses on most sides, and an additional voluntary setback is offered adjacent to the closest homes in some locations. In addition to the existing setbacks, the applicant will add vegetative landscaping from one of the permitted vegetative mixes in the areas not already buffered by neighbors’ or natural vegetation.

In communities across our state and nation, including those with the strictest land use controls, there are very few uses that are considered incompatible. For example, there are numerous examples where we have large sports venues downtown, concert venues in or adjacent to neighborhoods, bars next to homes, industry and day care coexisting, farms adjacent to industry, major highways adjacent to housing, expensive homes near manufactured homes, and hundreds of solar farms surrounded by residential and agricultural uses. In fact, hundreds of communities across this state have applied this same

standard to local solar farms and concluded that, because of a solar farm's inherent characteristics, the facilities are harmonious with the area.

Occasionally there are uses that are incompatible, but they are rare. Some examples might include a sexually oriented business next to a school; an airport runway adjacent to a nursing home; or a commercial outdoor shooting range that is allowed to operate adjacent to a hospice facility.

2. Appearance is not a Relevant Factor

Several North Carolina appellate courts have published opinions that affirm the statements above that "harmony" is a functional determination and that subjective views on appearance are not relevant evidence in a special or conditional use permit hearing. Three of those cases are listed below, the first one being a solar farm.

(a) Innovative 55, LLC and FLS Energy v. Robeson County (2017)

This case involved a denial of an application for a solar farm in Robeson County whose special use permit standard required the board to determine whether a solar farm would be "in harmony" with the surrounding neighborhood.

The Court held that whether a solar farm could be seen and was considered by some opponents to be "an eyesore" was not relevant to the issue of harmony. ("The testimony of solar farm opponents that the final project as constructed would be an 'eyesore' based upon other solar farms they have seen is not competent evidence to support the denial of the solar farm.")

(b) Blair Investments v. Roanoke Rapids (2013)

This case involved denial of a special use permit for a cell tower under the standard that "the use will be in harmony with the area in which it is to be located."

The Court held that neighbors' statements that they do "not want to look at one" and that it would be an "eyesore" are speculative opinions and not documentary evidence and therefore not competent evidence on the issue of harmony.

(c) MCC Outdoor Advertising v. Town of Franklinton

This case involved denial of a special use permit for a billboard under the standard that the billboard must be "compatible with the general neighborhood in which it is located"

This Court held that opponents' testimony that a billboard could be seen from a particular location is "simply irrelevant as to whether the billboard is incompatible with

the neighborhood. . . . The evidence was merely an unsubstantiated opinion which is incompetent.

3. The Solar Farm's Harmony is an Established Legal Presumption

The N.C. Supreme Court has held that listing a particular use as allowed in a certain zoning district constitutes a legislative determination that the use is harmonious with other uses in the district. *Woodhouse v. Board of Comm'rs of the Town of Nags Head*, 299 N.C. 211, 216, 261 S.E.2d 882, 886 (1980). This presumption of harmony can be rebutted, but only by competent, material, and substantial evidence to the contrary. *Vulcan Materials Co. v. Guilford County Bd. of County Comm'rs*, 115 N.C.App. 319, 444 S.E.2d 639 (1994).

4. Presumptions of Harmony Based on Compliance with Development Standards

When Richmond County added solar as a principal use, it adopted several development standards for such facilities and incorporated them into the zoning ordinance in Section 6.10(14) and Section 4.16. These standards are adopted as additional insurance that the use will be harmonious and compatible with the surrounding uses.

When the county did this, it established setbacks from homes, buffer and vegetative requirements, height requirements, decommission requirements and other requirements and limitations. It is presumed as a matter of law that an applicant who meets the county's development standards will develop a facility that is harmonious according to its basic design standards.

5. Precedent

Literally hundreds of solar farms across North Carolina have been found by boards of adjustment and governing bodies to be in harmony with the area in locations very similar to this.

6. General Conformity with the Comprehensive Plan

(a) Res Judicata

Guilford County has already approved several solar farms and found them to be in general conformity with the comprehensive plan. These previous findings are generally binding on future boards. *Mount Ulla Historical Preservation Society v. Rowan County*, 232 N.C. App. 436, 754 S.E.2d 237 (2014).

(b) Inclusion in UDO Demonstrates General Conformity

It is important to note that under N.C. law, zoning ordinances must be informed by and arise out of a comprehensive plan. Therefore, it must be assumed that the new UDO is an expression of the land use plan's principles that solar farms are compatible uses in the AG district.

(c) Provisions in Comprehensive Plan

The following provisions from the Comprehensive Plan support solar farms generally, especially in rural areas:

1. Future Land Use Element, Objective 1.3: Complement and enhance the economic vitality of rural Guilford County farms while providing for expanded economic opportunities, through prudent regulations and sound land use decisions. (Page 6)

Comment: Most land in the rural part of the county is not in active farming. Making a living from the land is very difficult, and leasing the land for solar development is one way land can be preserved for future agriculture while keeping it in the family in intervening years. Solar farms will significantly increase the tax value of this property, and several jobs are created or supported in solar farm construction.

2. Housing Element, Goal #2: Partner with stakeholders to promote a building environment that embraces excellence, supports new technologies, and will proactively respond to challenges to keep Guilford County competitive both regionally and nationally. (Page 16).

Comment: Embracing energy production in the form of solar energy is using new technology to keep Guilford County competitive.

3. Housing Element, Objective 2.1: assess new construction technologies that are structurally sound yet environmentally friendly. (Page 16).

Comment: Solar panels are considered pervious and do not leak any form of toxic or hazardous substance into the air, soil, or water.

4. Natural, Historic, and Cultural Resources Element, Policy 1.4: Promote the expansion, restoration, and protection of Guilford County's land, water, and air resources through respectful management of development acquisition of sensitive areas, responsible waste management . . . (Page 23).

Comment: Solar panels are considered pervious and do not leak any form of toxic or hazardous substance into the air, soil, or water. Practically all components in a solar farm are recyclable.

5. Natural, Historic, and Cultural Resources Element, Policy 1.4.5: Support retention of viable agricultural areas by encouraging traditional and nontraditional farm uses, including for example agri-tourism, organic farming, and viniculture. (Page 24).

Comment: Solar farms give landowners options other than selling their land for housing subdivisions. Since most facilities are developed on leased land, the underlying tracts can be returned to farming at the end of the useful life of the facility.

6. Natural, Historic, and Cultural Resources Element, Objective 1.8: Encourage the use of clean fuels and clean fuel technologies; support new construction methods, materials, and practices that are structurally sound yet environmentally friendly. (Page 26).

Comment: Solar is a clean type of energy that is environmentally friendly. It poses no threats to air, soil, or groundwater, and its panels are considered pervious, allowing rain to seep into the soils beneath and recharge the groundwater supply.

7. Natural, Historic, and Cultural Resources Element, Policy 1.8.2: Investigate public/private opportunities to promote the use and availability of clean and alternative fuels throughout Guilford County. (Page 27) .

Comment: Solar farms lease the land from private owners before making the electricity publicly available to consumers on the grid.

The Comprehensive Plan also reflects the importance of alternate sources of resources, such as encouraging the use of clean fuels and clean fuel technologies (Transportation Element, Objective 1.6) and collaborating with Guilford County Environmental Health Department to recognize creative wastewater technologies (Housing Element, Policy 1.1.3).



DECOMMISSIONING PLAN

WEST RIVER SOLAR

May 12, 2021

Pine Gate Renewables, LLC
130 Roberts St.
Asheville NC 28801
P: 704-376-2767
www.pinegaterenewables.com



PINE GATE RENEWABLES BACKGROUND

Pine Gate Renewables, LLC (“PGR”) originates, develops, finances, engineers, constructs, owns, and operates utility-scale solar projects that generate clean renewable power for the communities in which they are located. Founded in 2014, PGR consists of approximately 200 employees with offices in Jacksonville Beach, Florida, and Asheville and Charlotte, North Carolina.

PGR’s focus is on ground mounted utility-scale projects located in the United States ranging from 1 to 100 MW in capacity. PGR positions our projects near existing utility infrastructure, and thoroughly evaluates the natural surroundings to ensure minimal environmental impact. We work closely with landowners to develop agreements that are based on trust, open communication, and financial benefit.

The company has extensive experience executing utility-scale solar projects utilizing every available technology, in a myriad of locations and conditions, to maximize the efficiency and economics of the available solar resource.

PGR QUALIFICATIONS

PGR currently owns and operates over 770 MW of solar generation across the United States.

PGR’s team of industry leading solar professionals facilitate each stage in a solar project’s lifecycle, from early-stage development through operations. Team members draw on their deep well of experience working at prominent renewable energy companies, including Cypress Creek Renewables, FLS Energy, Duke Energy, Nexamp, and Trina Solar. We are licensed general contractors, have in-house licensed PE, licensed PMP, a Licensed Professional Geologist, and NABCEP-certified designers and technicians available to solve even the most challenging operations and maintenance issues that may arise.

PGR has worked extensively within the utility-scale sector, providing comprehensive solar services to customers across South Carolina, North Carolina, Oregon, Minnesota, and Rhode Island. With over 770 MW of installed capacity, and construction and operation experience in all sectors of the industry, PGR’s team has solidified their status as experts in the solar industry. With our wealth of experience owning and operating projects built with a wide array of equipment and technologies (fixed tilt, trackers, central and string inverters, etc.), we have developed strong equipment vendor and service provider relationships, which facilitate our ability to connect the ideal product with the prescribed application and to facilitate operations.

PGR strives to safely outperform our customers’ expectations in every project we own and operate. Fully licensed and insured, Pine Gate Renewable’s Engineering, Procurement and Construction (“EPC”) and Operations and Maintenance (“O&M”) teams design, construct, operate and maintain utility-scale solar projects at a level that exceeds industry standards, and that maximizes our customers’ return-on-investment.



PROJECT DESCRIPTION

West River Solar, LLC, is a proposed 40 MW_{AC} solar project located in Guilford County, North Carolina (the "Project"). The Project will consist of approximately 115,465 485-watt photovoltaic solar modules that may track the sun throughout the day. PGR is responsible for the decommissioning of the Project as detailed herein.

The proposed West River Solar project sits on the following Guilford County parcel IDs: 803859714/116805, 8803964975/116804, 8813076249/116799, 8813157059/120643, 8803838923/116807, and 8813284829/120662. These parcels are owned by the following Guilford County property owners: JH Stewart Family LP, Needham Farm, LLC, Richard Brinkley, Margie Brinkley, and Bryan Morris Associates, LLC. The site consists primarily of wooded or cleared agricultural land. There are no wetlands, FEMA mapped floodplains, or Special Flood Hazard Areas in array areas.

The Project will be designed and engineered to have a minimum operating life of at least 25 years. It is feasible that the Project could potentially continue to operate past the design life assuming the economics remain viable and routine maintenance is conducted on the equipment. In addition, it is expected that during the Project's operating life technological advances will continue to be made that will make it more efficient and cost-effective to operate the Project rather than decommissioning.

The decommissioning plan described below will help to ensure there are sufficient funds available and a process is in place to remove the equipment and restore the site at the end of the Project's useful life.

DECOMMISSIONING - GENERAL

Decommissioning includes the removal of modules, support columns, buildings, cabling, electrical components, and any other associated facilities (i.e., foundations, conduit) plus the necessary grading, restoration of soil and reseeded. Any additional conditions are also applicable which may be defined or established by Guilford County upon which decommissioning will be initiated (i.e., end of lease, condition of potential public safety hazard, etc.).

The timeframe for completion of removal and decommissioning activities is to be from six to twelve months unless otherwise extended by the local zoning/building authority.

All equipment and imported materials will be removed from the site such that it is returned to its original state prior to construction, unless otherwise directed. PGR will perform the decommissioning of the Project in accordance with all governing authorities, applicable local, state and federal requirements and industry standards. Any required permits will be obtained, and environmental considerations will be adhered to prior to de-energizing and decommissioning the Project. Similar to the construction of the Project, the necessary erosion control measures and best practices will be in place during decommissioning. PGR does not anticipate any environmental impacts as a result of the decommissioning process.

The Project's components will be recycled, reused, salvaged or discarded and will be transported to the appropriate facilities upon removal. Based on current salvage practices and industry standards PGR anticipates that most of the Project's materials will be able to be recycled or reused upon decommissioning.

DECOMMISSIONING PROCESS

In the extremely unlikely event the Project is required to be decommissioned during the construction phase, the decommissioning process would be similar to that during operations, as described in more detail below.

PGR's decommissioning process includes the following:

Equipment:

Similar to the Project's construction phase, various pieces of equipment will likely be utilized during the decommissioning process including (among others): trucks, cranes, backhoes, skid-steers, graders and scissor lifts. PGR estimates several subcontractors will be performing work, including civil, electrical and general labor. Decommissioning the Project is estimated to take approximately three months.

Lay Down Area:

A lay down area will be established that will provide a space for organizing and storing disassembled equipment that allows for truck access to haul the equipment off site. Construction of a lay down area may require minimal civil work and disturbance to existing soil before ultimately being graded and reseeded along with the other disturbed earth.

Civil and Site Work:

Disturbed earth (roads, driveways, culverts, etc.) will be graded and reseeded with a native mix to prevent erosion and ensure suitable vegetation is established unless the landowner requests in writing that access roads or other land surface areas are not to be restored.

Solar Arrays:

Solar array equipment (modules, racking, combiner boxes, inverter, transformers, etc.) will be removed and recycled or salvaged, if possible. PGR anticipates that the majority of the Project's materials will be able to be recycled or reused upon decommissioning. When entire components are not able to be reused the materials (steel, aluminum, glass, copper, etc.) will be examined and recycled whenever possible. Specific solar array components are discussed further below:

Modules:

Solar modules are comprised of silicon, glass and aluminum which can be recycled. The modules that will be installed at the Project are not considered a hazardous material. The modules will be removed and packaged per manufacturer's recommendations and shipped to the appropriate recycling facility.

Foundations:

Following dismantling and removal of equipment, any foundations will be removed, and the earthwork graded (as necessary) and restored to its natural condition. Pads will be excavated to remove all conduit,



cable, rebar, concrete, etc. and the areas backfilled with material similar to the site conditions and topsoil restored. Concrete that is removed will be recycled or repurposed.

Electrical - Cable:

Electrical cable will be removed from inverters, combiner boxes, and pulled from conduit before disassembly. Aluminum and copper cable will be recycled. Overhead lines and poles will be dismantled and recycled or disposed of, as necessary.

Electrical – Components:

The electrical components (inverters, combiner boxes, etc.) will be dismantled and reused in their entirety, recycled or disposed of accordingly. Removal of the equipment will be conducted in accordance with manufacturer specifications.

Frames:

Frames (racking), including driven piles will be removed and recycled.

Fencing:

Fencing will be dismantled and recycled.

Decommissioning Closeout:

Following decommissioning, the site will be inspected, and all construction-related material and equipment removed. All waste generated by the decommissioning process, which is expected to be minimal, will be disposed of accordingly and recycled when possible.

DECOMMISSIONING - COST ESTIMATE

The cost estimates for decommissioning of the Project are premised on a 40 MW_{AC} system and current equipment costs. Obviously, it is extremely difficult to precisely determine future decommissioning costs; however, the below is based on the best information currently available. In addition, we expect a significant portion of these costs to be offset by recycling and salvaging material from the Project (steel, aluminum, copper, etc.).

The Net Decommissioning Costs for the Project are expected to be approximately \$330,781.40. For additional detail please reference the attached cost estimate at the end of this document.



Projected Cost of Decommissioning Plan		
Labor Costs		
Item	Task	Estimated Labor Cost (\$)
1	Remove PV Modules	\$549,613.40
2	Remove Inverter	\$26,500.00
3	Remove Transformer	\$18,550.00
4	Remove and Dispose of Batteries	\$0.00
5	Remove Battery Inverters	\$0.00
6	Remove Battery Transformers	\$0.00
7	Dismantle and Remove Racking Frames	\$86,800.00
8	Dismantle and Remove Racking Posts	\$156,800.00
9	Remove Wiring and Equipment	\$249,200.00
10	Remove Fence	\$135,000.00
11	Remove Concrete	\$15,900.00
12	Remove Gravel	\$165,000.00
13	Remove GSU	\$69,400.00
14	Dismantle Substation	\$350,000.00
15	Re-seed and Re-grade Site	\$300,000.00
16	Transportation Costs	\$1,250.00
Total Cost:		\$2,124,013.40
Salvageable Parts and Materials		
Item	Parts/Materials	Estimated Labor Cost (\$)
1	Modules	\$1,002,400.00
2	Inverter(s)	\$14,672.00
3	Transformer	\$7,560.00
4	Battery Inverters	\$0.00
5	Battery Transformers	\$0.00
6	Racking Frames	\$90,000.00
7	Racking Posts	\$24,000.00
8	Wiring (Copper and Aluminum)	\$380,800.00
9	Chain Link Fence	\$60,000.00
10	Gravel	\$75,000.00
11	GSU	\$104,100.00
12	Substation Steel	\$34,700.00
Total Salvage Value:		\$1,793,232.00
Net Decommissioning Cost:		\$330,781.40



PGR CONTACT

Please contact the following PGR employees with any questions or concerns regarding the decommissioning plan:

Sean Andersen
Development – Director of Project Management
E: sandersen@pgr Renewables.com

James Froelicher
Construction – Vice President
E: jfroelicher@pgr Renewables.com

SPECIAL USE PERMIT CASE #21-05-GCPL-04192: Solar Collectors (Principal) 1984 Mt Hope Church Rd

Property Information

Located on the west side of Mt Hope Church Rd, approximately 1500 feet northwest from its intersection of McConnell Rd, approximately 880 acres, Guilford County Tax Parcel #116807, #116805, #116804, #116799, #120643, and #120662 zoned AG-SP, and owned by Stewart JH Family Limited Partnership.

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

Nature of the Request

This request is to consider granting a Special Use Permit for a Solar Collectors (Principal) subject to the submitted Site Plan along with the following proposed conditions: 1.) Along the western and southern boundaries of Parcel #120643, West River Solar will observe minimum setbacks of 125' from the nearest panel to adjoining property lines as shown on the SUP site plan submitted May 12, 2021, 2.) Along the western and southern boundaries of Parcel #120643, West River Solar will plant or preserve a minimum of 50' of vegetation for screening purposes as shown on the SUP site plan submitted May 12, 2021 and 3.) To the extent practicable, West River Solar will plant native grasses or pollinator plant species within the project footprint and install wildlife friendly fencing that meets or exceeds the standards of the National Electrical Code.

There was two different approved Special Use Permits for a Solar Collectors (Principal) the at September 2018 and November 2018 Planning Board meetings that encompasses some of the property proposed. The project was never developed. This is a new Special Use Permit that would encompass all the properties in the previous two SUPs plus additional acreage.

Character of the Area

This request is in an area of low-density single-family residential lots and farm uses.

Existing Land Use(s) on the Property: Large vacant lots/single-family home/ Duke Power substation

Surrounding Uses:

- North: Vacant/single-family residential
- South: Large-lot Residential and Farm
- East: Vacant/single-family residential
- West: Vacant/single-family 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: McLeansville.

Miles from Fire Station: Approximately 6.3 miles.

Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: No

Feasibility Study or Service Commitment: No

Transportation:

Existing Conditions: Mount Hope Church Road is a major thoroughfare; has approximate with 1800 ADT (2019 NCDOT count).

Impact minimal during construction. After construction, impacts will be for general maintenance of the facility.

Proposed Improvements: Driveway permit required.

Projected Traffic Generation: The traffic impact will be very minimal due to a solar facility being unmanned. Trips would likely include maintenance only.

Environmental Assessment

Topography: Nearly flat, gently sloping and moderately sloping.

Regulated Floodplain/Wetlands:

There is regulated floodplain located on four of the six of the parcels. There are no mapped wetlands on the properties.

Streams and Watershed:

The properties are in the Lake Mackintosh (Big Alamance Creek WS-IV) Water Supply Watershed in the General Watershed Area. There are multiple streams running throughout the properties.

Land Use Analysis

Land Use Plan: Northern Lakes Area Plan 2016 Update

Plan Recommendation: AG Rural Residential

Consistency: This request is consistent with the adopted plan, it is compatible with the

surrounding uses and zoning, portions of the proposed property had previously been approved two special use permits for a Solar Collectors (Principal) in September and November 2018, and is being proposed in the public interest and is permitted in the AG district with an approved Special Use Permit.

Review Factors: Article 3.Q.G from the Guilford County UDO

The applicant shall demonstrate that the review factors listed below have been adequality addressed.

1. Circulation: Number and location of access points to the property and the proposed structures and uses, with particular reference to automotive, pedestrian safety, traffic flow and control, and access in case of emergency: **Per the submitted sketch plan in this application, access will be from Mt Hope Church Rd. NCDOT commercial driveway permit will be required during the official commercial site plan review process.**
2. Parking and Loading: Location of off-street parking and loading areas: **Minimum number of spaces associated with use or maintenance of facility, shall be determined at two (2) per three (3) employees at largest shift plus one for vehicle operation on site per Article 5.14 (D) in the Guilford County UDO.**
3. Service Entrances and Areas: Locations of refuse and service areas with adequate access for services vehicles: **Locations of service areas will be reviewed to allow for adequate access for all service vehicles at TRC when the official site plan is submitted for review per 6.1 in the Guilford County UDO.**
4. Lighting: Location of lighting with reference to spillage & glare, motorist & pedestrian traffic safety, and compatibility with other property in the area: **Solar Facilities require minimal lighting due to no employees on site, however, a lighting plan will be reviewed at TRC when the official site plan is submitted for review per 6.3 of the Guilford County UDO.**
5. Utilities: Location and availability of utilities (public or private): **Solar Facilities do not require well or septic due to no permanent employees on site. Utility easements are shown on the submitted sketch plan and will be reviewed at TRC.**
6. Open Spaces: Location of required street yards and other open spaces and preservation of existing trees and other natural features (where applicable): **Existing vegetation will be preserved per the submitted sketch plan and buffer yards and landscape requirements will be required and reviewed at TRC per Article 6.2 of the Guilford County UDO.**
7. Environmental Protection: Provisions to protect floodplains, stream buffers, wetlands, watersheds, open space and other natural features: **Environmental regulations will be reviewed by Guilford County's Watershed/Stormwater Division at TRC to meet all environmental regulations per Article 9 of the Guilford County UDO.**
8. Landscaping, Buffering & Screening: Installation of landscaping, fencing or berming for the purpose of buffering and screening where necessary to provide visual screening where appropriate: **Solar collectors and associated outside storage shall be completely screened with a vegetative buffer from view from all streets and adjacent residential uses. Required screening shall be at a Type B Planting Yard, except understory-trees may be substituted for canopy tree requirements per Article 5.14 (D) in the Guilford County UDO and shown on the submitted sketch plan.**
9. Effect on Nearby Properties: Effects of the proposed use on nearby properties, including, but not limited to, the effects of noise, odor, lighting, and traffic: **No solar collectors shall be**

located within one hundred (100) feet of any residential structure per Article 5.14 (D) in the Guilford County UDO. Solar Facilities have a minimal visual, sound, lighting impact to surrounding properties.

10. Compatibility: The general compatibility with nearby properties, including but not limited to the scale, design, and use in relationship to other properties: **Solar Facilities are required to have landscape buffers of the entire perimeter of the facility and should not be seen from the public right of way. The surrounding area is a low-density rural setting with large acreage tracts.**

Staff Comments

During consideration of a Special Use Permit, the Planning Board must determine that the following Findings of Fact have been satisfied based upon relevant and credible evidence presented during the hearing:

1. A written application was submitted and is complete in all respects;
2. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan submitted;
3. The use, Solar Farm, subject to the submitted Site Plan along with the following proposed conditions: **Solar Collectors (Principal) and subject to the proposed Site Plan as conditionally approved by TRC**, for which the Special Use Permit is sought, is in conformance with all special requirements applicable to this use. The use meets all required conditions and specifications;
4. That the location and character of the use, if developed according to the plan submitted, will be in harmony with the area in which it is to be located and is in general conformity with the plan of development of the Jurisdiction and its environs; and
5. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.

After reviewing the proposed development plan for this request, staff offers the following for Planning Board consideration:

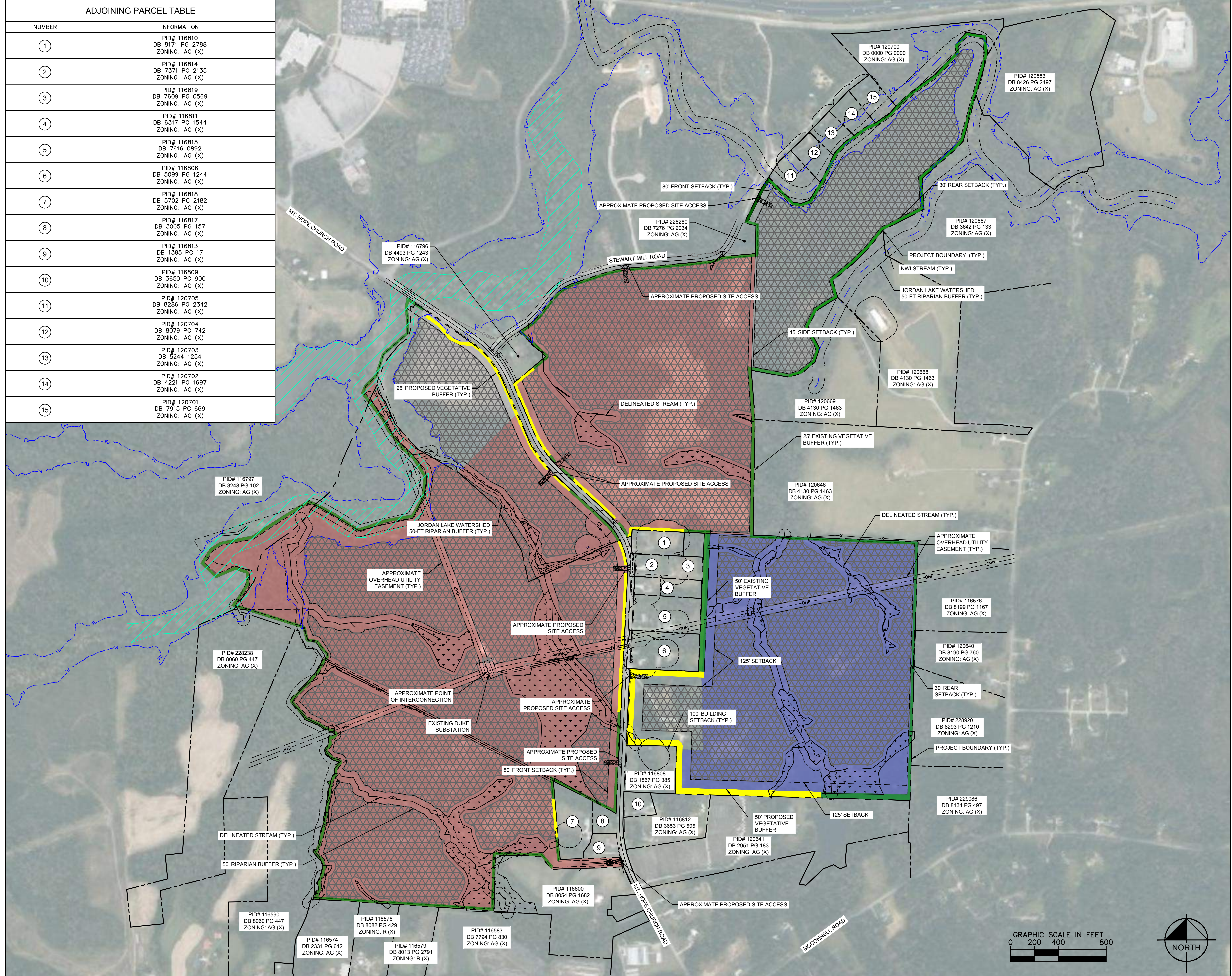
1. The development of the parcel shall comply with all regulations as specified in the Guilford County Development Ordinance (GCDO).
2. The development shall proceed in conformity with all amended plans and design features submitted as part of the Special Use Permit Application and kept on file by the Guilford County Planning and Development Department.
3. The development shall proceed upon approval of plan and design features by the Technical Review Committee (TRC), illustrating conditions related to the request and applicable development standards, as indicated in the TRC memorandum dated May 4, 2021.
4. The Planning Board should consider the decommission plan which was submitted as part

of the application.

5. Added conditions, if applicable
6. If the specified conditions addressed in this Special Use Permit are violated, the permit shall be revoked, and the use will no longer be allowed. Only by reapplying to the Planning Board for another Special Use Permit and receiving its approval can the use be again permitted.

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

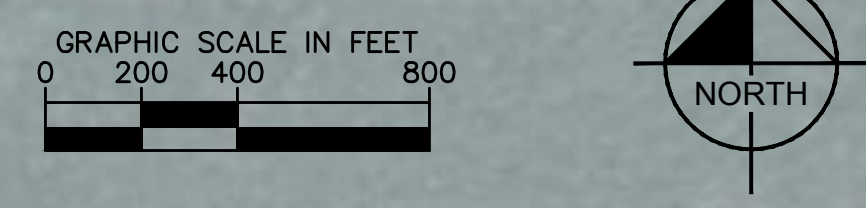
ADJOINING PARCEL TABLE	
NUMBER	INFORMATION
1	PID# 116810 DB 8171 PG 2788 ZONING: AG (X)
2	PID# 116814 DB 7371 PG 2135 ZONING: AG (X)
3	PID# 116819 DB 7609 PG 0569 ZONING: AG (X)
4	PID# 116811 DB 6317 PG 1544 ZONING: AG (X)
5	PID# 116815 DB 7916 0892 ZONING: AG (X)
6	PID# 116806 DB 5099 PG 1244 ZONING: AG (X)
7	PID# 116818 DB 5702 PG 2182 ZONING: AG (X)
8	PID# 116817 DB 3005 PG 157 ZONING: AG (X)
9	PID# 116813 DB 1385 PG 17 ZONING: AG (X)
10	PID# 116809 DB 3650 PG 800 ZONING: AG (X)
11	PID# 120705 DB 8286 PG 2342 ZONING: AG (X)
12	PID# 120704 DB 8079 PG 742 ZONING: AG (X)
13	PID# 120703 DB 5244 1254 ZONING: AG (X)
14	PID# 120702 DB 4221 PG 1897 ZONING: AG (X)
15	PID# 120701 DB 7915 PG 669 ZONING: AG (X)



SITE DATA TABLE	
PROJECT AREA	±880 ACRES
PARCEL ID # SUP 18-10-GCPL-06575 (APPROVED 11/16/2018)	120643
PARCEL ID # SUP 18-08-GCPL-0511 (APPROVED 9/13/2019)	116804; 116805; 116807; 116799
ADDITIONAL PARCEL ID #	120662; 116804 (REMAINING PARCEL ACREAGE); 120643 (REMAINING PARCEL ACREAGE)
APPROXIMATE POWER CAPACITY	40 MW AC
ZONING JURISDICTION	GUILFORD COUNTY
ZONING	AGRICULTURAL (X)
CURRENT LAND USE	AGRICULTURAL, FORESTED
PROPOSED LAND USE	SOLAR ENERGY
MAXIMUM IMPERVIOUS AREA	15%
SETBACKS	GUILFORD COUNTY: 80' MIN. FRONT SETBACK 15' MIN. SIDE SETBACK 30' MIN. REAR SETBACK
LANDSCAPE BUFFERS COUNTY REQUIREMENTS (SECTION 6.3-2 GUILFORD COUNTY UDO)	PROPOSED SCREENING SHALL MEET OR EXCEED TYPE B PLANTING YARD RATE PER SECTION 6.3-2: -MINIMUM WIDTH: 25 FT -INCLUDE 3 CANOPY TREES PER 100 LF -INCLUDE 5 UNDERSTORY TREES PER 100 LF -UNDERSTORY TREES MAY BE SUBSTITUTED FOR CANOPY TREES FINAL PLANTINGS TO BE DETERMINED AT TIME OF CONSTRUCTION DRAWING SUBMITTAL.

- GENERAL NOTES**
1. ORIGINAL PARCEL SURVEY PROVIDED BY MCKIM & CREED DATED JULY 30, 2019. ADDITIONAL PROJECT PARCELS OBTAINED FROM GUILFORD COUNTY GIS.
 2. EXISTING CONDITIONS AND ENVIRONMENTAL FEATURES ARE BASED ON BOTH PUBLICLY AVAILABLE INFORMATION AND DETAILED DELINEATION INCLUDING GUILFORD COUNTY GIS, DELINEATION BY PILOT ENVIRONMENTAL INC WETLANDS REPORT DATED 8/11/2017, AND NWI GIS DATA ACCESSED ON 4/8/2021.
 3. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 3710880300J, DATED 6/18/2007) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
 4. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES, AND VEGETATIVE BUFFERS, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, DETAILED DESIGN, AND/OR OTHER CONSTRAINTS.
 5. STRUCTURES NOT TO EXCEED HEIGHT OF 25 FT.
 6. ANY IMPACTS TO STREAMS, WETLANDS, AND/OR BUFFER ZONES WILL BE PERMITTED THROUGH THE US ARMY CORPS OF ENGINEERS AND NCDWR ACCORDINGLY.

LEGEND	
	PROJECT BOUNDARY
	ADJACENT PROPERTY LINE
	100' RESIDENTIAL SETBACK
	APPROXIMATE OVERHEAD UTILITY EASEMENT
	APPROXIMATE EXISTING OVERHEAD TRANSMISSION LINE
	JORDAN LAKE WATERSHED 50-FT RIPARIAN WATER BUFFER
	DELINEATED STREAMS
	NWI STREAMS
	DELINEATED WETLANDS
	MAXIMUM ARRAY EXTENTS
	FEMA SPECIAL FLOOD ZONE
	FEMA 100 YEAR FLOODPLAIN
	EXISTING VEGETATIVE BUFFER
	PROPOSED VEGETATIVE BUFFER
	SUP 18-10-GCPL-06575 APPROVAL AREA (DATED 11/16/2018)
	SUP 18-08-GCPL-05100 APPROVAL AREA (9/13/2019)



NO.	PER TRC COMMENTS	REVISIONS	DATE	BY
1			5/11/2021	NDH

Kimley-Horn

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PRELIMINARY
NOT FOR CONSTRUCTION

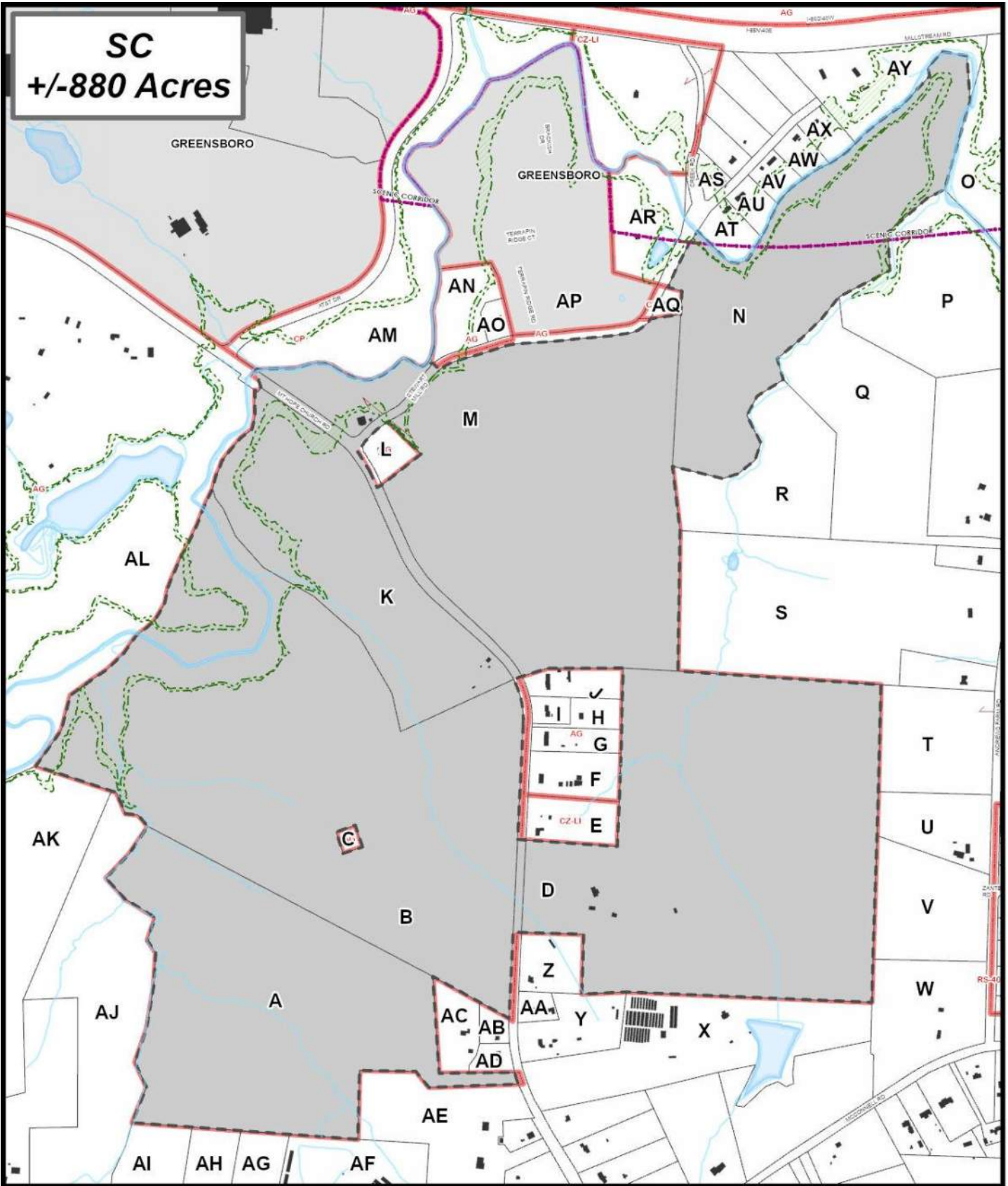
KHA PROJECT 013434006	DATE 4/9/2021	SCALE AS SHOWN	TAP	JSL
		DESIGNED BY	TAP	
		DRAWN BY	TAP	
		CHECKED BY	JSL	

ZONING SITE PLAN

WEST RIVER SOLAR

GUILFORD COUNTY NORTH CAROLINA

SC
+/-880 Acres



JURISDICTION:
GUILFORD COUNTY
Guilford County
Planning & Development
Department

Rezoning Case #
21-05-GCPL-04192
Scale: 1" = 850'

Map:
116807 116799
116805 120643
116804 120662

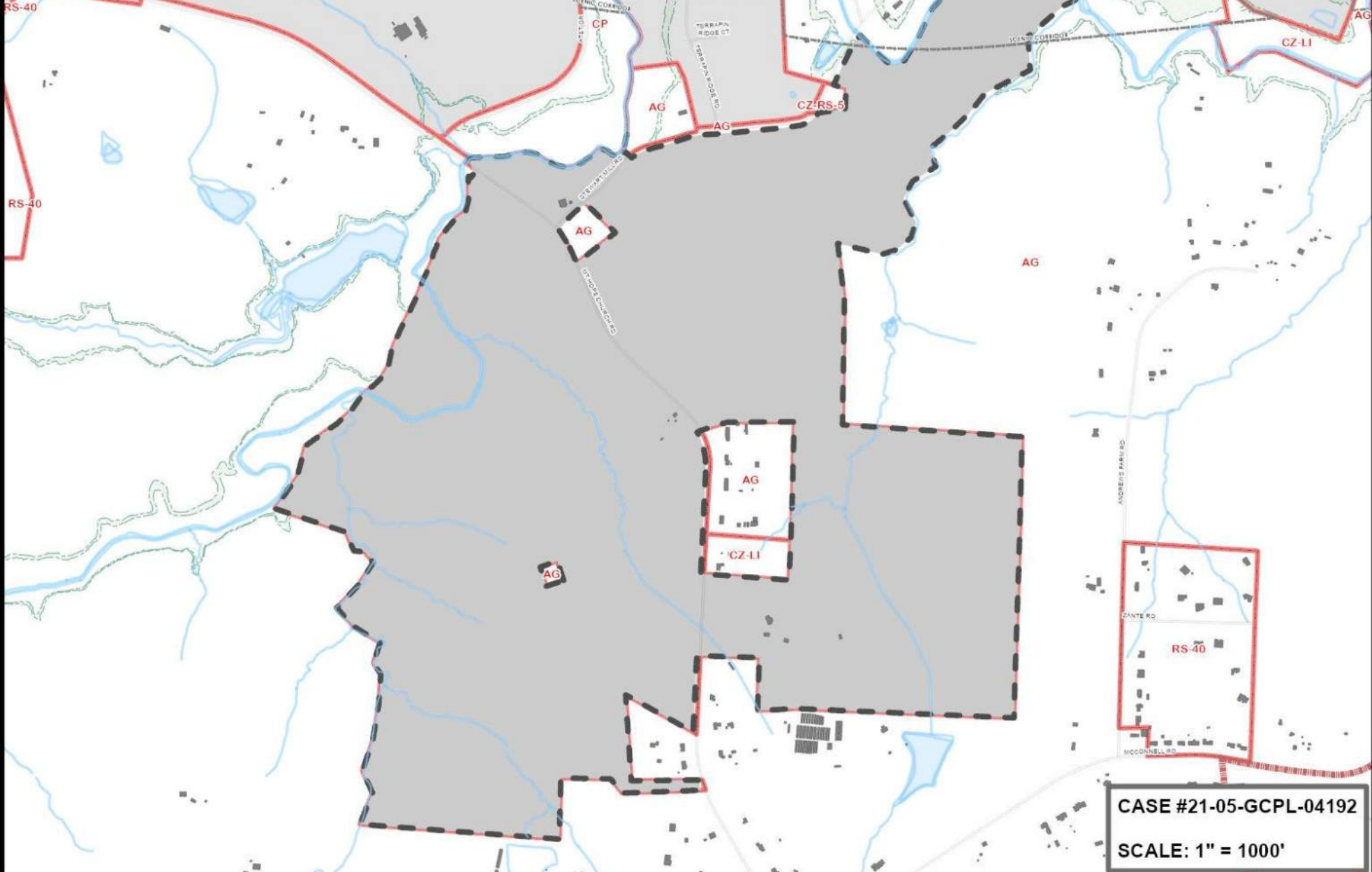


SC
+/-880 Acres

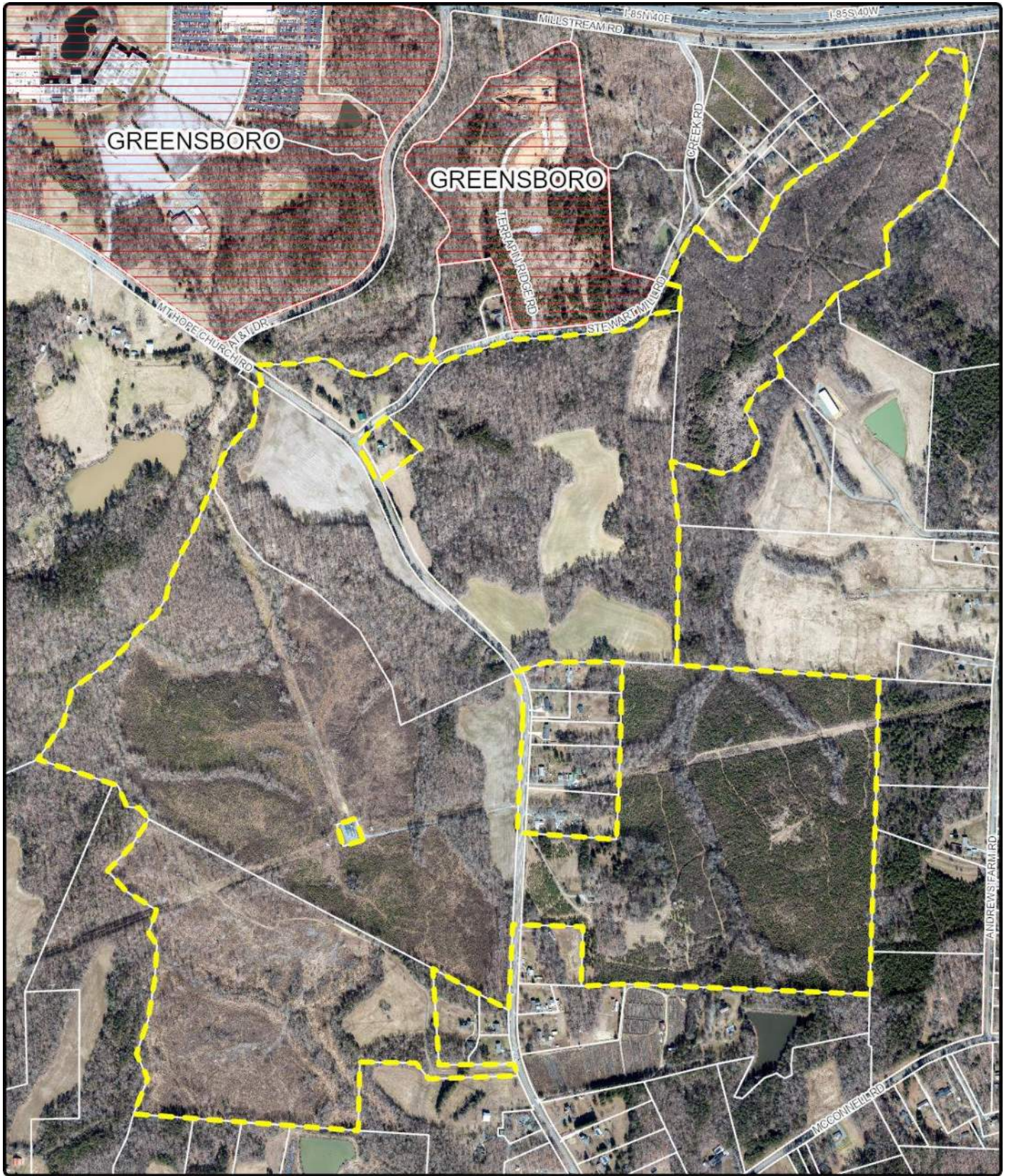
GREENSBORO

GREENSBORO

GREENS.



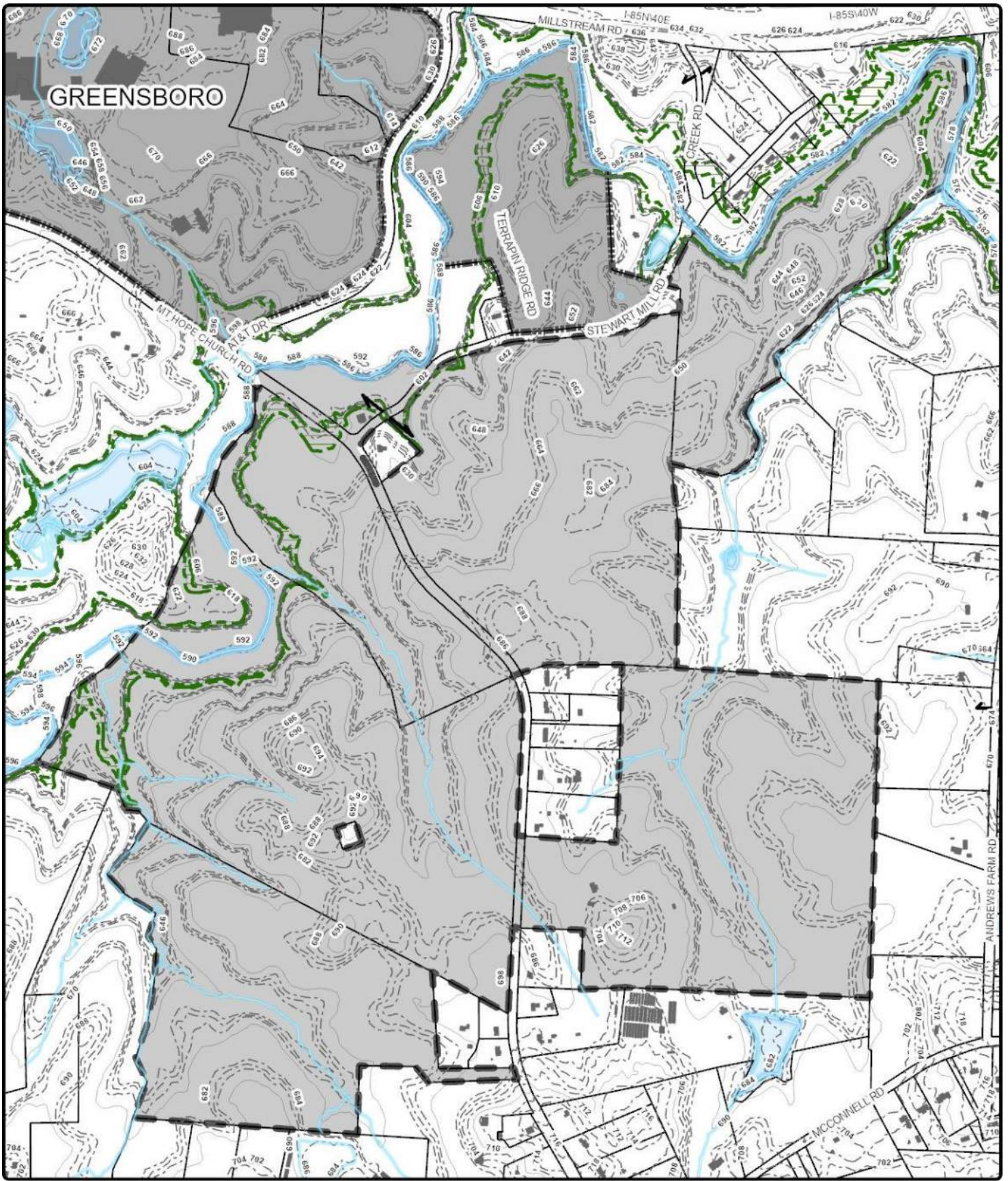
CASE #21-05-GCPL-04192
SCALE: 1" = 1000'



CASE #21-05-GCPL-04192

Scale: 1" = 850'





CASE #21-05-GCPL-04192

Scale: 1" = 850'



**GUILFORD COUNTY PLANNING BOARD
ORDER (GRANTING/DENYING) A SPECIAL USE PERMIT**

The Guilford County Planning Board, having held an Evidentiary Hearing on **June 9, 2021** to consider a request for a Special Use Permit for **Solar Collectors (Principal)** subject to the submitted Site Plan along with the following proposed conditions: (1) Along the western and southern boundaries of parcel # 120643, West River Solar will observe minimum setbacks of 125 feet from the nearest panel to adjoining property lines as shown on the site plan submitted May 12, 2021; (2) Along the western boundaries of parcel #120643, West River Solar will plant or preserve a minimum of 50 feet of vegetation for screening purposes as shown on the site plan submitted May 12, 2021; and (3) To the extent practicable, West River Solar will plant native grasses or pollinator plant species within the project footprint and install wildlife friendly fencing that meets or exceeds the standards of the National Electric Code. The property is located on the west side of Mt Hope Church Rd, approximately 1500 feet northwest from its intersection of McConnell Rd, approximately 880 acres, Guilford County Tax Parcel #116807, #116805, #116804, #116799, #120643, and #120662 zoned AG-SP, and owned by Stewart JH Family Limited Partnership. Having heard all of the evidence and arguments presented at the Evidentiary Hearing, makes the following FINDINGS OF FACTS and draws the following CONCLUSIONS:

- 1. A written application was submitted and **[is/is not]** complete in all respects.
- 2. That the use **[will/will not]** materially endanger the public health or safety if located where proposed and developed according to the plan submitted. This conclusion is based on sworn testimony and evidence submitted during the Evidentiary Hearing which shows the following:

- 3. The use, **Solar Collectors (Principal)** and subject to the proposed Site Plan as conditionally **approved by TRC**, for which the Special Use Permit is sought, **[is/is not]** in conformance with all special requirements applicable to this use. The use meets all required conditions and specifications. This is based on sworn testimony and evidence submitted during the Evidentiary Hearing which shows the following:

- 4. That the location and character of the use, if developed according to the plan submitted, **[will/will not]**

not] be in harmony with the area in which it is to be located and **[is/is not]** in general conformity with the plan of development of the Jurisdiction and its environs. This is based on sworn testimony and evidence submitted during the Evidentiary Hearing which shows the following:

5. The use **[will/will not]** substantially injure the value of adjoining or abutting property, or the use is a public necessity. This is based on sworn testimony and evidence submitted during the Evidentiary Hearing which shows the following:

THEREFORE, on the basis of all the foregoing, IT IS ORDERED that the application for a SPECIAL USE PERMIT for **Solar Collectors (Principal)** be **[denied/granted]** subject to the following:

1. The development of the parcel shall comply with all regulations as specified in the Guilford County Development Ordinance (GCDO).
2. The development shall proceed in conformity with all amended plans and design features submitted as part of the Special Use Permit Application and kept on file by the Guilford County Planning and Development Department.
3. The development shall proceed upon approval of plan and design features by the Technical Review Committee (TRC), illustrating conditions related to the request and applicable development standards.
4. Added conditions, if applicable.
5. If the specified conditions addressed in this Special Use Permit are violated, the permit shall be revoked and the use will no longer be allowed. Only by reapplying to the Planning Board for another Special Use Permit and receiving its approval can the use be again permitted.