



**GUILFORD COUNTY  
PLANNING AND DEVELOPMENT  
PLANNING BOARD**

**Regular Meeting Agenda**

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

**March 9, 2022**

6:00 PM

**(SEE ATTACHED VIRTUAL MEETING AND IN-PERSON MEETING PROCEDURES)**

- A. Roll Call
- B. Agenda Amendments
- C. Approval of Minutes: January 26, 2022 Special Meeting and February 9, 2022
- D. Rules and Procedures
- E. Continuance Requests
- F. Old Business

None

- G. New Business

**Non-Public Hearing Item(s):**

None

**Public Hearing Item(s):**

**EASEMENT CLOSING CASE #21-05-GCPL-04166 Amended**

Request approval of Resolution of Intent as presented herein to close all 20-foot utility easement(s) located on Lot #s 31 (part of), 32, 33, 35, 36, 37, 39, & 40 as shown on Plat Book 32 Page 20 in Monroe Township, and located on Guilford County Tax Parcel #125757.



**GUILFORD COUNTY  
PLANNING AND DEVELOPMENT  
PLANNING BOARD**

**ROAD CLOSING CASE #22-01-GCPL-00150: Groundhog Trace**

Request approval of Resolution of Intent as presented herein to close that portion of Groundhog Trace which fronts Lots 73, 74, 75, and 76, all as shown on Plat Book 148, Page 55 in Rock Creek and Greene Townships as recorded in the Register of Deeds of Guilford County, and located on Guilford County Tax Parcels 109496, 109492, 109493 and 109484, running southwest from Raccoon Run and terminating at the cul-de-sac of Groundhog Trace.

**REZONING CASE #22-02-GCPL-00857: 5754 & 5818 LIBERTY ROAD, AG, AGRICULTURAL TO PI, PUBLIC AND INSTITUTIONAL**

Located on the west side of Liberty Road approximately 950 feet south of intersection with Cade Road, Guilford County Tax Parcels 122667 and 122825, approximately 26.95 acres. This is a request to rezone two parcels from AG to PI. Applicant: Anthony Vogt

The proposed Rezoning is consistent with the Alamance Area Plan land use classification of Conditional SFR (Single-family Residential), thus if approved, no plan amendment would be required.

**REZONING CASE # 22-02-GCPL-00876: 105 NC HIGHWAY 62 E, HB, HIGHWAY BUSINESS AND RS-40, RESIDENTIAL SINGLE-FAMILY TO RS-40, RESIDENTIAL SINGLE-FAMILY**

Located on the north side of NC Highway 62 E approximately 214 feet east of intersection of Randleman Road, Guilford County Tax Parcel 143378, approximately 1.53 acres. This is a request to Rezone a parcel from HB and RS-40 to RS-40. Applicant: Larry R. Shackelford.

The proposed Rezoning is inconsistent with the Southern Area Plan land use classification of Moderate Commercial, thus if approved, a plan amendment to extend the Agricultural land use classification to the entire parcel would be required.

**CONDITIONAL ZONING CASE # 22-02-GCPL-00917: 1766 & 1768 SCALESVILLE ROAD, AG, AGRICULTURAL TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

Located on the north side of Scalesville Road near intersection of Lake Brandt Road, Guilford County Tax Parcels 136454 and 136461, approximately 39.14 acres. This is a request to Conditionally Zone property from AG to CZ-RS-30. The applicant proposes the following Use Condition: (1) Single-family detached dwelling; and Development Conditions: (Density of properties to be limited to one unit per acre (1du/ac). Application includes an attached Sketch Plan. Applicant, Russell A. Ball for Phoenix Farms, LLC.



**GUILFORD COUNTY**  
**PLANNING AND DEVELOPMENT**  
**PLANNING BOARD**

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

**CONDITIONAL ZONING CASE # 22-02-GCPL-00845: 8424 FAIRGROVE CHURCH ROAD, AG, AGRICULTURAL; PI, PUBLIC AND INSTITUTIONAL, RS-40, SINGLE-FAMILY RESIDENTIAL AND UN-ZONED TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

Located on the south side of Fairgrove Church Road at the southwest intersection Brooks Lake Road, part of Guilford County Tax Parcel 128427, approximately 66.76 acres. This is a request to Conditionally Zone property from partially zoned AG, PI, RS-40 and Un-zoned (approx. 11.2 acres) to CZ-RS-30. The applicant proposes the following Development Conditions: (1) 1 du/acre. No use condition is proposed, and no sketch plan was submitted with the application. Applicants: Cynthia A. Bowman Martin, Jason W. Busick, and Darwin E. Bowman.

The proposed Conditional Zoning is consistent with the Northern Lakes Area Plan land use classification of AG Rural Residential, thus if approved, no plan amendment would be required. The Northern Lakes Area Plan boundary and AG Rural Residential land use classification should be extended to the un-zoned portion.

**H. ELECTION OF OFFICERS FOR REMAINDER OF 2022**

Chair

Vice Chair

**I. Other Business**

**J. Adjourn**



GUILFORD COUNTY  
PLANNING AND DEVELOPMENT  
PLANNING BOARD

**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, this public hearing will be **open through the virtual platform, Zoom.**

THE MEETING ROOM WILL BE OPEN FOR THOSE WISHING TO APPEAR IN PERSON. **LIMITED SEATING WILL BE AVAILABLE ON A FIRST-COME, FIRST-SERVED BASIS**, WITH SOCIAL DISTANCING GUIDELINES IN PLACE.

The meeting agenda will be available for review by scrolling to the March 9, 2022 meeting date prior to the start of the meeting at <https://www.guilfordcountync.gov/our-county/planning-development/boards-commissions/planning-board>.

**Virtual Regular Meeting Instructions**

Those wishing to attend the virtual meeting, may join the Zoom platform via computer, tablet or smartphone at

<https://www.zoomgov.com/j/1613056748?pwd=V1lickV3Rk92Wi90UmoxR0dtYjBoQT09>

**Meeting ID: 161 305 6748**, and, if required, entering

**Pass Code: 470766**

Login will be accessible beginning at 5:45 PM.

**Comments can be made in writing for up to 24 hours prior** to the scheduled time for the beginning of any public hearing via email to [jbaptis@guilfordcountync.gov](mailto:jbaptis@guilfordcountync.gov) or mail to Guilford County Planning & Development, Attn: Jessie Baptist, 400 W. Market Street, Greensboro, NC 27401. Your statement will be provided to the Planning Board and archived in the meeting files.



(Insert Color Paper)

**GUILFORD COUNTY PLANNING BOARD MINUTES (IN-PERSON AND VIRTUAL)**

**Board of Commissioners’ Chambers  
Old County Courthouse, 301 W. Market Street, 2nd Floor  
Greensboro, NC 27401**

**January 26, 2022, 6:00 PM**

**DRAFT**

**A. Roll Call**

The following Board members were in attendance for this meeting:

In Person

Mr. Gullick, Mr. Donnelly, Mr. Craft, Mr. Apple, and Chair Jones

Virtual

Dr. Gathers

Members not present at the meeting were:

Ms. McKinley, Mr. Stalder, Ms. Buchanan

The following staff members were in attendance (in-person) for this meeting:

Mr. J. Leslie Bell, Planning Director; Kaye Graybeal, Deputy Planning Director; Oliver Bass, Sr. Planner; Deborah Sandlin, Admin. Asst.; Jessie Baptist; Admin. Officer; Rachel Teague, NC Works Intern.; and Robert Carmon, Fire Inspections Chief

**B. Agenda Amendments**

Leslie Bell stated that there were no Amendments to the Agenda.

**C. Approval of Minutes:**

None

**D. Rules and Procedures**

Chair Jones explained all rules and procedures that would be followed during the Special Meeting of the Guilford County Planning Board.

**E. Continuance Requests**

None

**F. Old Business**

**Public Hearing Items:**

**CONDITIONAL ZONING CASE #21-10-GCPL-09584:** CONDITIONAL ZONING – PLANNED UNIT DEVELOPMENT - MIXED (CZ-PDM) FOR CASE #30-05, AND AGRICULTURAL (AG) To CONDITIONAL ZONING – LIGHT INDUSTRIAL (CZ-LI), TAX PARCELS 116790, 116782, 116778, AND 116787 (NON-CONTIGUOUS) ON KNOX ROAD; TAX PARCELS 116784 AND 116789 ON MARLEY DRIVE; AND, TAX

PARCELS 116776, 116783, 120447, AND 120423 ON BLOOMFIELD ROAD. Located on 749, 725, 729 and 709 (non-contiguous) Knox Road; 5441 and 5437 Marley Drive; and 1074, 1076 1080, 1080, and 1036 Bloomfield Road, Guilford County Tax Parcels 116790, 116782, 116778, and 116787 (non-contiguous) on Knox Road; 116784 and 116789 on Marley Drive, and 116776, 116783, 120447, and 120423 on Bloomfield Road, comprising approximately 178.67 acres.

The proposed Conditional Zoning from Planned Unit Development-Mixed Use (CZ-PDM) and Agricultural (AG), to Conditional Zoning - Light Industrial (CZ-LI), includes the following Use Condition: All uses permitted within the LI zoning district, with the exception of: (1) Go-Cart Raceway; (2) Cemetery or Mausoleum; and (3) Construction or Demolition Debris Landfill, Minor. No Development Conditions were proposed in the application. Staff recognizes that the proposed Conditional Zoning is inconsistent with the Northeast Area Plan land use classification of AG Rural Residential, thus if approved a plan amendment to Light Industrial land use classification would be required. **(REQUEST GRANTED)**

Chair Jones asked staff to provide any other information staff wishes to add to the above-mentioned facts.

Oliver Bass read the above-mentioned information as part of the staff report into the record and asked if any Board member had any questions.

Chair Jones asked if there was anyone present who wished to speak in favor of the request.

Mike Fox, attorney representing the applicant, stated that he had hand-outs he wished to present to the Board members.

Chair Jones recognized that Dr. Gathers had joined the meeting virtually at approximately 6:08 p.m..

Mike Fox stated that the PowerPoint presentation would show that the property consists of a Mixed Use PUD and includes single family as well as business park which includes light industrial uses. On some portions of the property, they are asking to transition from residential to light industrial zoning. It is felt that this request is appropriate for this area as they intend to create light industrial, warehousing distribution type of uses. The location provides easy access to the interstate and this is a growing sector for the Triad and provides a lot of jobs that will last ten-fifteen (10-15) years and more in the future. There are other types of this zoning all around the Triad and they have worked very well in the residential areas without intrusion into the residential properties and they can co-exist with the surrounding uses, as well.

Al Leonard, with the Carroll Company, stated that he has been with the Carroll Company for many years and there have been several other developments of this type all over the Guilford County area and he also feels that this plan would not be intrusive to the residential area that is close by. They have taken into consideration all of the possible objections to the request and feel that they have addressed them adequately in this request.

John Davenport, Davenport Engineering, stated that they have delved into the local established traffic patterns in the immediate area of the request. They have worked with NC DOT and all agencies to provide easy traffic flow in this area without disturbance to the residents living in this area. Chair Jones asked that Mr. Davenport give a little more information in terms of the number of

employees they assume will be on the proposed property to help generate that traffic study. Mr. Davenport stated that they took the square footage of the proposed building and use the number of employees based on that square footage. That particular parcel is approximately 600,000 sq. ft.

Mr. Donnelly stated that this looks like a net traffic comparison and he is interested if they can talk about the comparison of traffic that might be expected on Knox Road versus Bloomfield Road. Clearly, there are two (2) different entrances with two (2) different proximities to the highway and he feels that is relevant to the proposal in terms of how that traffic may end up playing out. Mr. Davenport responded that they did work on the analysis of the two (2) different traffic patterns that would be used for this property and the surrounding area and would have very little impact on the surrounding residential area. Some improvements will be made on the property to ensure that the guidelines recommended by NC DOT will be followed.

Mr. Donnelly added that he understood about the existing parcels but both of the additional parcels look like they would be adjacent to Bloomfield Road so that any development that happened there would be a concern. Mr. Fox pointed out that there is a significant stream located on the property that essentially divides the property.

Mr. Craft stated that in looking at the traffic study and a 2% number came up that is being used by the applicant saying that 2% of the trips would be by trucks. He asked if he is reading that correctly? He asked if the applicant is now moving that up to 5% based on the potential changes to the property? He had found this information on the website. Mr. Davenport responded that he feels what Mr. Craft is looking at is the involved amount of traffic and they felt it should be bumped up a little to take all of the property into consideration.

Mike Fox stated that they would do everything possible to make sure that there is as little impact on the residential area, as possible. Mr. Fox pointed out that there are many industrial sites that are being built and located near existing residential and he feels that this is a very compatible use in this area.

Liz Crandall stated that she has been in the real estate industry for over 27 years in the Triad area. She works with the Carroll Company and handles property evaluations, taxes and also is involved in supervising the national land acquisition members. Her task for this project was to look at industrial properties and the effect of residential property valuations in terms of their proximity to light industrial properties. She has found, in her search, that there are a lot of new residential developments by and/or near existing industrial facilities. The developers and residents seem to work very well together and that speaks to the potential use for the subject property.

Chair Jones asked that anyone wishing to speak in opposition to this request, please come forward.

Nathan Rector, 5414 Marley Drive, stated that he is faculty at UNCG with the Environmental Sustainability Department and his focus is on environmental factors in other countries. The proposed zoning change and development for this particular property are very similar to his findings of displacement and development in native populations. Usually, people move away from issues of intrusion into their immediate environment, and in this case, the residents are being forced to choose between lower standards of living or moving away. The proposal is just a hypothesis and not complete information. Examples of residential areas close to industrial locations is legal today, but there is a cost incurred by the residents who live in the area as their privacy is impacted, as well as

their quiet enjoyment of their property. He asked that the Board consider the residents before they are displaced negatively by this decision.

Cheryl Lowe, 662 Knox Road, said she has talked to about 10 people who are residents who are opposed to rezoning this area. There are concerns about the traffic coming off I-85/840 near her house, get on [ US Hwy] 70 and go to the proposed development area. She also is concerned about traffic coming from the Burlington area either to Publix [Public Distribution site] or this new development area and that they may try to take a shortcut through her street and that would definitely have an impact on her peace and quiet.

Ashley Hannah, 1052 Bloomfield Road, stated that she also has concerns about the increase in traffic for this immediate area. It is already a traffic nightmare in this area, as well as an increase in noise pollution. She and her neighbors are opposed to the rezoning of this area.

Virginia Galloway, 220 Knox Road, stated that she is 81 years old and she wanted to leave her children the four properties that she owns. She does not want all the extra traffic that will be created by the proposed development on the property. There also will be more people and an increase in the criminal element. She would like her neighborhood to stay like it is. She has several horses on her property and she does not want them to be disturbed by a lot of extra noise and traffic.

Peggy Spears, 606 Candlewood Drive, stated that she had questions about the traffic study that was done because she does not agree with any of it, as her mother lives there all the time and there are already way too many people in this area and if they add a commercial light industrial development that will definitely make an increase in traffic and noise. She pointed out that there have been several people killed on the exit ramp coming up off of I-85. When there was recent development activity in this area it took a golf course, it took historical homes and looks like an industrial wasteland now and it is awful. Development needs to be spaced out better to accommodate the existing properties already in place. She believes in progress but feels that this is just too much in this area. There are other parcels of land in other areas that could be used. She asked that the Planning Board members deny this request.

Thomas Walker, 5415 Marley Drive, stated that he felt that the residents of this area were going to be boxed in with industrial uses and they will be creating more problems for this area.

Chair Jones asked those people who were on-line to take this opportunity to speak in opposition to the request.

Pamela Douglas, 2813 Knox Road, stated that one of her concerns is that she is unclear about what the uses will be on the property. This land was purchased back in 2006 and they knew what kind of area it was when it was purchased. The area is gorgeous at this time and if they come out there and do something with big tractor trailers up and down the roads all the time, that causes a traffic hazard for all the community residents.

Alicia Anthony, 710 Knox Road, stated that she agrees with what Ms. Douglas just said and she hopes this request will be denied. Traffic is already terrible in this area and having large tractor trailers in the area is only going to cause more traffic problems. There also is a fire station in the immediate area and she feels that the firefighters would agree that an increase in traffic could not be a good thing.

Diane Wilson, 406 Knox Road, stated that she is worried about the infrastructure as the trucks that are going to be using the proposed facility will be using Burlington Road going east and west, causing more traffic in that area. At about 3:00 in the afternoon there is so much congestion because of parents and buses getting their children from school. She also has questions about which intersection would be widened and how long would that take to complete.

Earl Smith, 715 Knox Road, stated that he spoke at the last City Council meeting in opposition to this request. He pointed out that the most concern for the residents of this area are the traffic issues. They are currently dealing with a mess in this area. There are already a lot of tractor trailer trucks in this area, along with school buses and parents picking up children at the school. There have been instances where the GPD has been called because of trucks sitting in the road causing a traffic hazard. Since Publix came to the area there has been a substantial increase in tractor trailer traffic with their deliveries. This area will not accommodate all these new tractor trailers coming to this area. There is also a traffic issue at Rock Creek Dairy Road which is in the immediate vicinity of this proposed development. He has no problem with development, as a rule, but this particular plan is not right for this area.

Chair Jones stated that the applicant would have five minutes of rebuttal.

Mike Fox returned to the podium and stated that it is important to focus on what the Board has to decide here tonight. This Board is tasked with determining the proper land use. Certainly transportation and traffic flow are issues that must be taken into consideration, but he pointed out Light Industrial is already in place on Bloomfield Road, so the change is really on the Knox Road portion of the property. It is reasonable to ask the developer to make changes that would be necessary to accommodate that traffic, but it is not an issue of changing it to Light Industrial, it is already in place. He pointed out that there are no changes to Marley Road. He wants to make it clear that they are not saying that there will be less traffic on Knox Road, they are saying that what they are proposing to do with this rezoning request would be less traffic than what is currently allowed for the zoning. They certainly are not saying that their development would cause less traffic. What is really at issue here is creating jobs and wealth for the community and increasing the tax base.

John Davenport returned to the podium and stated that in regard to the Publix development, NC DOT is restricting the utilization of traffic on Mount Hope Church Road and US 70. That is the reason for the proposed improvements in that area.

Chair Jones stated that those in opposition would have five minutes of rebuttal.

Nate Rector, 5414 Marley Road, professor at UNC-Greensboro, stated that his question would be how the Board's decision would affect the people that potentially live there, as well as those who currently live there. It is not just a land use question, it is a people question. Changes to Marley Road will happen, whether by design or mistake, as people will start to use that road as a cut-through.

Sara Crumley, 1076 Bloomfield Road, stated that she wanted to clarify that it was stated that there is already light industrial on Bloomfield, but it is her understanding that it is not. Chair Jones clarified that it was stated that a portion of the property on Bloomfield is already zoned light industrial, currently, and that is a true statement.

Mr. Donnelly pointed out that it looks like on the site plan that one of the additional properties that is in the case before the Board tonight is included on that site plan, but there is an apparent inconsistency and it would be great if someone would clarify that.

Mr. Fox explained the difference and change to the map, by showing the changes on the overhead presentation.

Chair Jones stated that there needed to be more conversation from people that are waiting on the virtual phone call.

Pamela Douglas stated that the developer has said that they would work with the residents of the area and she did not feel that they did a very good job of communicating their intentions for this area, especially related to the amount of traffic, the environment, the trash, as there are a lot of problems with what they are trying to do in this area.

Howard Morgan stated that his concerns are the effects this development will have to Bloomfield Road. There is a lot of traffic already on this road and the dangers that adding more traffic will create. He complained that no one from the County talked to the residents before this project came up for a vote by this Board. There have been Town Meetings but they were not very productive and he did not feel that comments made by the residents were taken into consideration.

Chair Jones stated that the time was up for speakers and asked for a motion to close the public hearing. Mr. Donnelly moved to close the public hearing, seconded by Mr. Apple. The public hearing was closed by unanimous vote. He asked Mr. Bell to explain the process that will be followed after the vote of this Board.

Mr. Bell stated that once the details are firmed up by the applicant and if the rezoning is approved [this assumes no appeal to overturn an approval of the rezoning], it will be taken to the Technical Review Committee (TRC) and that is comprised of several County Departments, as well as Divisions within the Guilford County Planning and Development Department, as well as the NC DOT. At that point, everyone will have a clear picture of exactly what is being proposed. The Traffic Impact Study with the information included, will be provided or refined, as necessary, to provide NC DOT with all of that information and based on the findings, the final proposal will determine what the possible improvements will be. That information will go through a staff review and because this potentially and likely will require infrastructure with water and sewer from the City of Greensboro, anything that is proposed moving forward will be in a joint review with the City as well as the County and until all approvals are received, then no development would commence.

Chair Jones then opened the floor for more discussion or questions to staff by the Board members.

Mr. Craft stated that this is something that has taken a lot of attention and he has been out to the property several times and he grew up in Greensboro and has driven through this area all his life. He has watched Wendover Avenue change from two-lanes to four-lanes and Burlington Road change to four-lanes, and the Urban Loop and several other improvements throughout Greensboro, including the Publix [distribution center]. When there is undeveloped land, particularly between major roads to cities and towns, it is going to get developed and if you look at the current zoning and all the traffic concerns, the new zoning would lessen the amount of traffic that you would have under the current planned use development zoning. That is the way that the Board has to look at it, is this in harmony and does it provide the needs to the citizens. He does not see this area becoming

a high density residential development [area] and that is why the property owner has requested something different. He stated that he would support the request because of that explanation and reasoning.

Mr. Donnelly stated that he wanted to thank the applicants and the people from the community for putting their time and effort into preparing and coming out tonight to share this information. He also has visited the site and he still has concerns about it, compared to the original conditional use zoning, there is an increase in acreage for a total of about 50% and that goes toward Bloomfield Road. The use is inconsistent with the land use plan so what the Board is asked to do is decide what is consistent or not consistent as well as what is reasonable and in the public interest. This is not an easy decision to make. There is a part of this community that is rural, in nature, and he is not sure that there is a way to develop some of these parcels in a way that preserves the character of that particular part of the community. He is inclined to not support this request because the balance is pretty powerful, to him.

Mr. Apple stated that he wished they could get things turned around so there isn't so much reaction happening after the action. He lives in this area and it is in a mess out there. That is his biggest concern, is the traffic in the area.

Chair Jones stated that right now without coming to this Board, this group would be able to develop it and anyone purchasing this site would be able to develop it without any review by the County Commissioners, no level of review by the Planning Board and be able to develop significant multifamily structures, and 200,000 square feet of industrial, so when he hears adding sixty (60) acres to develop 600,000 square feet of industrial, that is a challenge, from his perspective in terms of saying that is not reasonable and in the public interest, when most of the comments have been about traffic. He does not feel that would be any worse than having 600 multifamily units on the property. This Board's purpose is to hear and make decisions regarding land use and whether it is reasonable and in the public interest and look at the consistency with the Area Plan. For those reasons he would support the request.

Chair Jones asked for someone to make a motion in regard to this request.

Mr. Craft moved to approve the zoning amendment located on Guilford County Tax Parcels 116790, 116782, 116778, and 116787 (non-contiguous) on Knox Road; Tax Parcels 116784 and 116789 on Marley Drive; and, Tax Parcels 116776, 116783, 120447, and 120423 on Bloomfield Road. From Mixed Use Conditional Planned Use Development and Agricultural to Conditional Zoning Light Industrial CZ-LI zoning district. This approval also amends the Northeast Area Plan. The zoning map amendment and associated Northeast Area Plan amendment are based on the following changes and the conditions in the Northeast Area Plan. Although the proposed conditional zoning is inconsistent with the Northeast Area Plan, this request and action is reasonable and in the public interest because the existing CZ-PDM zoned property is currently allowed and a list of Light Industrial and Mixed Family uses are included. This amendment is reasonable and in the public interest because it also will allow additional employment opportunities in the area, seconded by Mr. Apple. The Board voted 5-1 in favor of the request. (Ayes: Jones, Apple, Craft, Gathers, Gullick. Nays: Donnelly.)



**G. Non-Public Hearing Items:**

None

**H. Other Business**

Mr. Bell stated that there will be two (2) Resolutions of Intent for an easement closing and a road closing before the Board at the February meeting.

**I. Adjourn**

**There being no further business before the Board, the meeting adjourned at 8:01 p.m.**

(Insert Color Paper)

## GUILFORD COUNTY PLANNING AND DEVELOPMENT

## PLANNING BOARD MINUTES

NC Cooperative Extension Agricultural Center and Virtual

3309 Burlington Road,

Greensboro, NC 27405

February 9, 2022, 6:00 PM

DRAFT

**A. Roll Call**

The following Board members were in attendance in-person for this meeting:

Mr. Gullick; Mr. Donnelly; Mr. Apple; and Chair Jones.

The following Board members were in attendance remotely/virtually for this meeting:

Dr. Gathers; Ms. McKinley; Mr. Craft; and Ms. Buchanan..

Members not present at the meeting were:

Mr. Stalder

Staff present: J. Leslie Bell, Planning Dir.; Oliver Bass, Sr. Planner; Jessie Baptist, Admin. Officer; and Rachel Teague, NC Works Intern

**B. Agenda Amendments**

Leslie Bell stated that there were no Amendments to the Agenda

**C. Approval of Minutes: January 12<sup>th</sup>, 2022**

Mr. Donnelly stated that on page 5 at the bottom of the page, Chair Jones asked if anyone would like to make a motion to add the stated conditions of the application and there was no response. The Board then moved on to other matters. He did not know if that was something of some importance or not. It was the consensus of the Board that was not a topic of contention among the Board members. Mr. Bell indicated that he would ensure that the language "No Board members proposed a motion to add the stated condition to the application." [Case # 21-12-GCPL-10300 @ 3<sup>rd</sup> para. from bottom of page 5].

Mr. Apple moved approval of the January minutes, as amended, seconded by Mr. Gullick. The Board voted unanimously (6-0) in favor.

**D. Rules and Procedures**

Chair Jones explained all rules and procedures that would be followed during the Meeting of the Guilford County Planning Board.

**E. Continuance Requests**

None

**F. Old Business****Non- Public Hearing Item:**

**RESOLUTION OF INTENT FOR EASEMENT COSING CASE: #21-05-GCPL-04166:** (Request motion to Rescind Resolution of Intent for Easement Closing Approved by the Board on June 9, 2021, and any Subsequent Action to Table or Continue previously-scheduled public hearing which has yet to be held)

This is all of a 20-foot utility easement (also aligns with drainage) 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.

The reason for the request is because there needed to be some revisions made to that plat map to meet watershed requirements. Once the Board takes action on this request, they will then move to reschedule that hearing for March 9, 2022. **(REQUEST GRANTED – CASE SCHEDULED FOR MARCH 2022 MEETING)**

Chair Jones asked staff to provide any other information staff wishes to add to the above-mentioned facts.

J. Leslie Bell read the above-mentioned information into the record and asked if any Board member had any questions.

Chair Jones asked if there was anyone present who wished to speak in favor of the request.

Chair Jones asked for someone to make a motion in regard to this request.

Mr. Donnelly moved to approve the above-mentioned request, seconded by Mr. Apple. The Board voted unanimously (9-0) in favor of the request. (Ayes: Jones, Donnelly, Gullick, Apple, Craft, Stalder, McKinley, Buchanan, Gathers. Nays: None.)

**G. New Business****Non-Public Hearing Items:****RESOLUTION OF INTENT FOR EASEMENT CLOSING CASE #21-05-GCPL- 04166 Amended)**

Request approval of Resolution of Intent as presented herein and schedule a public hearing for March 9, 2022 for all 20-foot utility easement(s) located on Lot #s 31 (part of), 32, 33, 35, 36, 37, 39 & 40 as shown on Plat Book 32 Page 20 and located on Guilford County Tax Parcel #12575.

**(RESOLUTION OF INTENT APPROVED)**

Mr. Donnelly wanted to confirm that the Board members would get a full package of information related to this case. Mr. Bell stated that some of that information already is in the current packet and that a staff report would be part of the March 9, 2022 packet.

Mr. Gullick moved to approve the Resolution of Intent for this case, seconded by Mr. Donnelly. The Board vote unanimously (9-0) in favor of the motion. (Ayes: Jones, Donnelly, Gullick, Apple, Craft, McKinley, Buchanan, Gathers. Nays: None.)

Chair Jones stated that this request would be set for March 9, 2022. Chair Jones stated that the Board would now move to the next Non-Public Hearing item under New Business:

**RESOLUTION OF INTENT FOR ROAD CLOSING CASE #22-01GCPL-00150 Ground Hog Trace.**

Mr. Bass stated that this is a Resolution of Intent to close a roadway, which is Groundhog Trace and a portion of that fronts Lots #73, 74, 75 and 76, as shown in Plat Book 148, Page 55, as recorded in the Register of Deeds of Guilford County. This property runs southwest from Raccoon Run and terminating at the cul-de-sac of Groundhog Trace. The Resolution is to set a public hearing for March 9, 2022 at 6:00 p.m.

Chair Jones asked if there were any questions from the Board members. There being no questions, the public hearing was closed by unanimous roll-call vote.

Chair Jones asked if there was any further business. Mr. Bell stated that he wanted to inform the Board that there may be five (5) or six(6) cases for the March 9, 2022 meeting. These two (2) public hearings and either three (3) or four rezonings.

**I. Adjourn**

**There being no further business before the Board, the meeting adjourned at 6:13 p.m.**

Mr. Apple moved to adjourn, seconded by Ms. Buchanan. The Board voted 9-0 in favor of the request. (Ayes: Jones, Apple, Craft, Gathers, Gullick, Buchanan, McKinley, Donnelly, and Stadler. Nays: None.)

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(Insert Color Paper)



**GUILFORD COUNTY  
PLANNING AND DEVELOPMENT**

Planning Board  
Easement Closing  
Petition

Date Submitted: 5/11/21

Fee \$126.00 Receipt # 155962  
(includes \$26 recording fee)

Case Number 21-05-6CPL-04116

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 Jr.</u>	<u>Greensboro</u>	<u>336 451 84 63</u>
Contact Name	<u>Bonifacio Parra Cortes</u>	<u>10 Bricklin Ct. NC 27455</u>	<u>336 215 25-57</u>
	Address		Contact Phone #/Email





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,

---

**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>

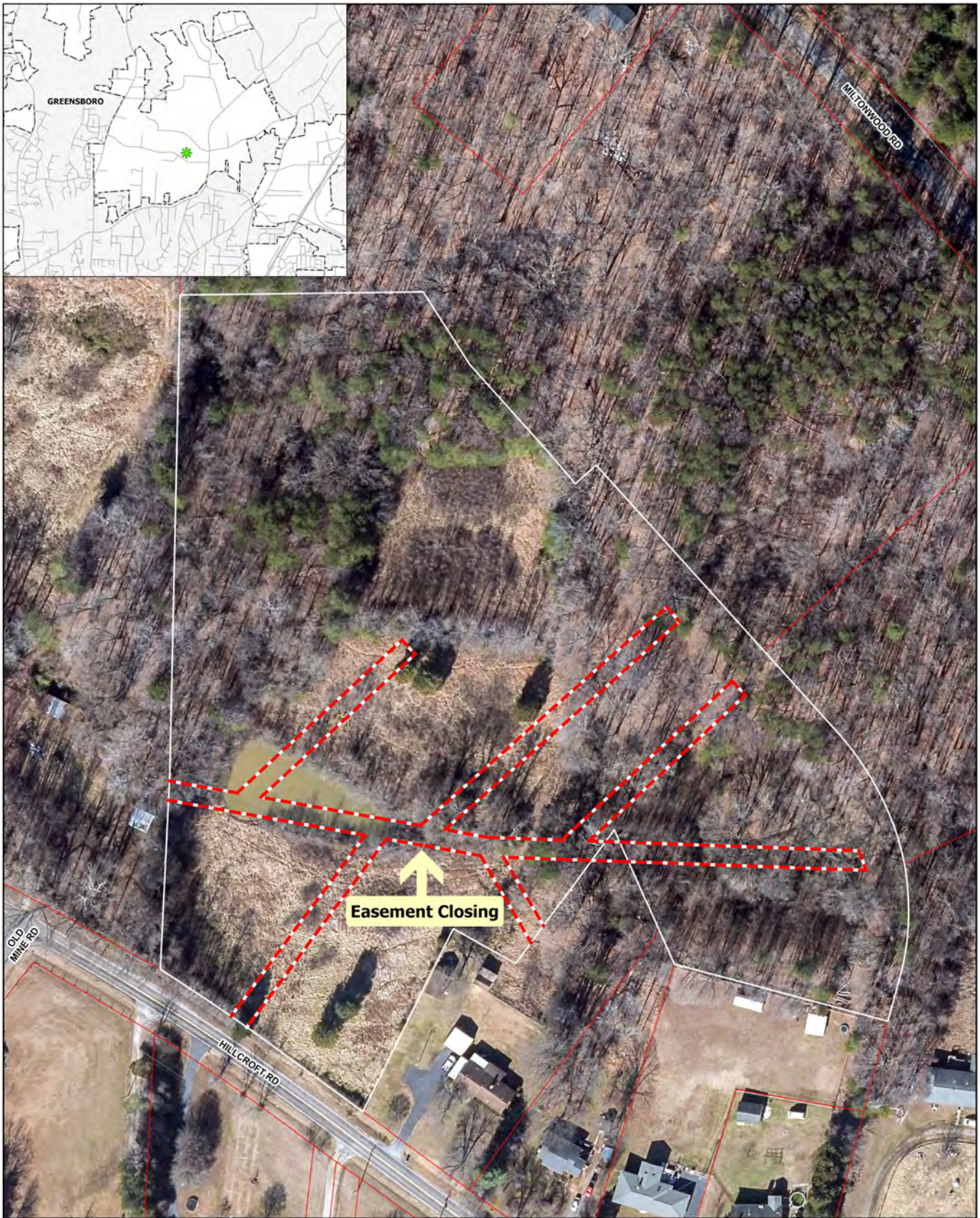
**Subject:** RE: Gibsonville, NC, Prior Rights Research (1103 Hillcroft Rd, Browns Summit, NC)

Hi Jerry,

There are no national facilities in this area either.

Thanks,





**GUILFORD COUNTY**

Guilford County  
Planning & Development  
Department

Easement Closing Case #  
21-05-GCPL-4166  
Township: Monroe

Scale: 1 in = 60 ft

Map:

**125757**





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## EASEMENT CLOSING CASE # 21-05-GCPL-04166

### Nature of the Request

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

The Resolution of Intent was adopted on February 9, 2022.

### Staff Recommendation

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

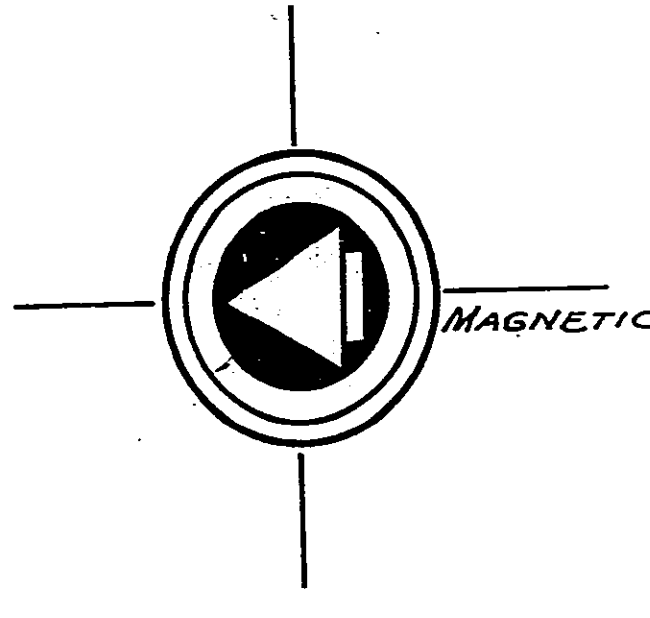
The closing of said easements are not contrary to public interest.

Staff submits the following findings for consideration by the Board:

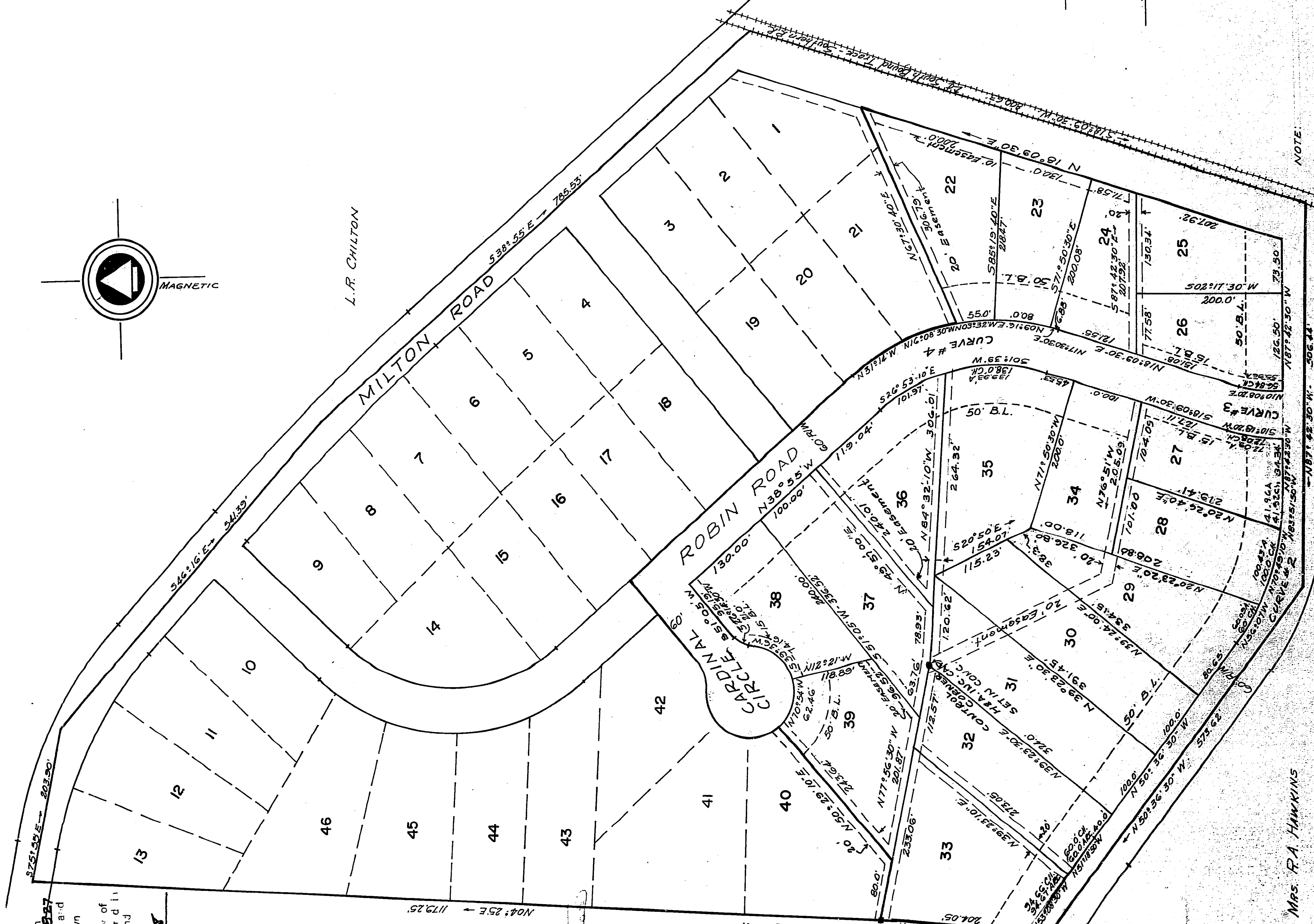
1. The Planning Department has received a request to close a number of 20 ft. easements located on Lot #s 31 (part of), 32, 33, 35, 36, 37, 39, & 40 as shown on Plat Book 32 Page 20 and located in Monroe Township on Guilford County Tax Parcel #125757;
2. At the June 15, 2021 Technical Review Committee (TRC) meeting staff reviewed the request and determined that the 20 ft. easement(s) is aligned with an off-site drainage easement and as such, a modification of the plat that addresses both removing those portions of the easement no longer needed while modifying those portions that are needed would address concerns of removal and comply with the current Watershed/Stormwater ordinance requirements. A preliminary plat has been submitted and reviewed and such closing(s), replacement(s), and modification(s) based on that preliminary plat (dated October 20, 2021) e-mailed to the Guilford County Planning & Development Dept. on Wednesday January 12, 2022 is found to comply; and
3. All utility companies servicing this area have signed utility easement releases for the property.
4. Per Guilford County Tax records, Carlos Callier, listed for Tax Parcel #125759 (1109 Hillcroft Rd., Browns Summit, NC 27214) as a property adjoining the easement who did not join in the request to have the road or easement closed by signing the petition, was sent a copy of the Resolution of Intent to close the public easement(s) by certified mail (#7020 3160 0000 2281 3171) on February 24, 2022.

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CURVE DATA			
No.	Δ	T	L
1	6°34'	137.97	2402.01
2	37°06'	115.00	342.10
3	31°44'	65.37	230
4	57°43'	148.35	271.79



L.R. CHILTON



SUBDIVISION MAP  
SECTION NO. 1  
**BRIGHT ACRES**  
PROPERTY OF  
**MRS. R. A. HAWKINS**  
MONROE TOWNSHIP, GUILFORD COUNTY, N.C.

SCALE: 1" = 100'  
PREPARED BY  
**HOLLOWELL & ASSOCIATES, INC.**  
GREENSBORO, N.C.

LOTS 22 THROUGH 39  
NOTE: Iron pipe at all property corners.

I, N. Glenn Walker, certify that this map was drawn from an actual survey made by me. Deed description referred to in Book 237 Page 408 that the error of closure as calculated by the said departures is 1.7500 feet. The boundaries not surveyed are shown as broken lines plotted from information found in Book 237 Page 408, that it is Not within the corporate limits of the City of Greensboro, or within a mile thereof. That this map was prepared in accordance with G. S. 47-30 as amended. Witness my hand and seal this 28 day of May, A. D. 1962.

N. Glenn Walker  
Registered Land Surveyor No. 1306  
Also see Book 1306 Page 595

Subscribed and Sworn to before me  
this 28 day of May, 1962.  
Charles T. Jordan  
Notary Public

My commission expires March 14, 1963

The undersigned hereby acknowledges this plat and allotment to be free act and deed and hereby dedicates to public use as streets, playgrounds, open spaces, and easements forever all areas so shown or indicated on said plat.

Signed: \_\_\_\_\_  
Signed: \_\_\_\_\_

NORTH CAROLINA, GUILFORD COUNTY

The foregoing certificate of the Notary Public of Guilford County, is in due form and correct. Let the said map or plat and the certificates be recorded.  
This the 28 day of May, 1962  
Deputy Clerk Superior Court

Recorded in the Office of the Register of Deeds, this 10 day of July, 1962 at Greensboro, N. C.  
Register of Deeds

Bernie H. Turner  
JUL 10 1962

Filed for registration on the 10 day of July, 1962 at 9:52 o'clock A.M., and duly recorded in the Office of Register of Deeds of Guilford County, N. C. in Book No. \_\_\_\_\_ Page \_\_\_\_\_ Etc.

By J. B. Carpenter  
Register of Deeds

Mrs. R. A. Hawkins

NOTE:



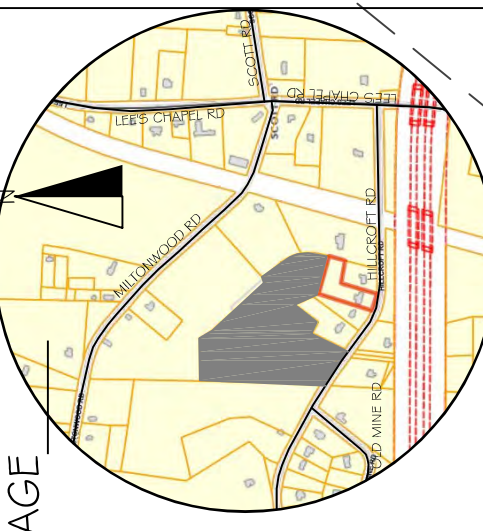
BRIGHT ACRES SEC 1

MRS R A HAWKINS PROP

32-20

RESTRICTIONS 2042-338





VICINITY MAP  
NO SCALE

**LEGEND**

- Existing from Pipe
- Existing from Road
- New from Pipe
- New from Road
- Control Point
- Point of Beginning
- Min. Bldg. Line
- Right-Of-Way
- Right-Of-Way
- Centerline
- Power Pole
- Hydrant
- Drainage, Maintenance & Utility Easement

MITCHELL PROPERTY LLC  
DB 8211 PG 1934  
PB 32 PG 20  
TAX PIN 7877662170

MITCHELL PROPERTY LLC  
DB 8211 PG 1934  
PB 32 PG 20  
TAX PIN 7877657159

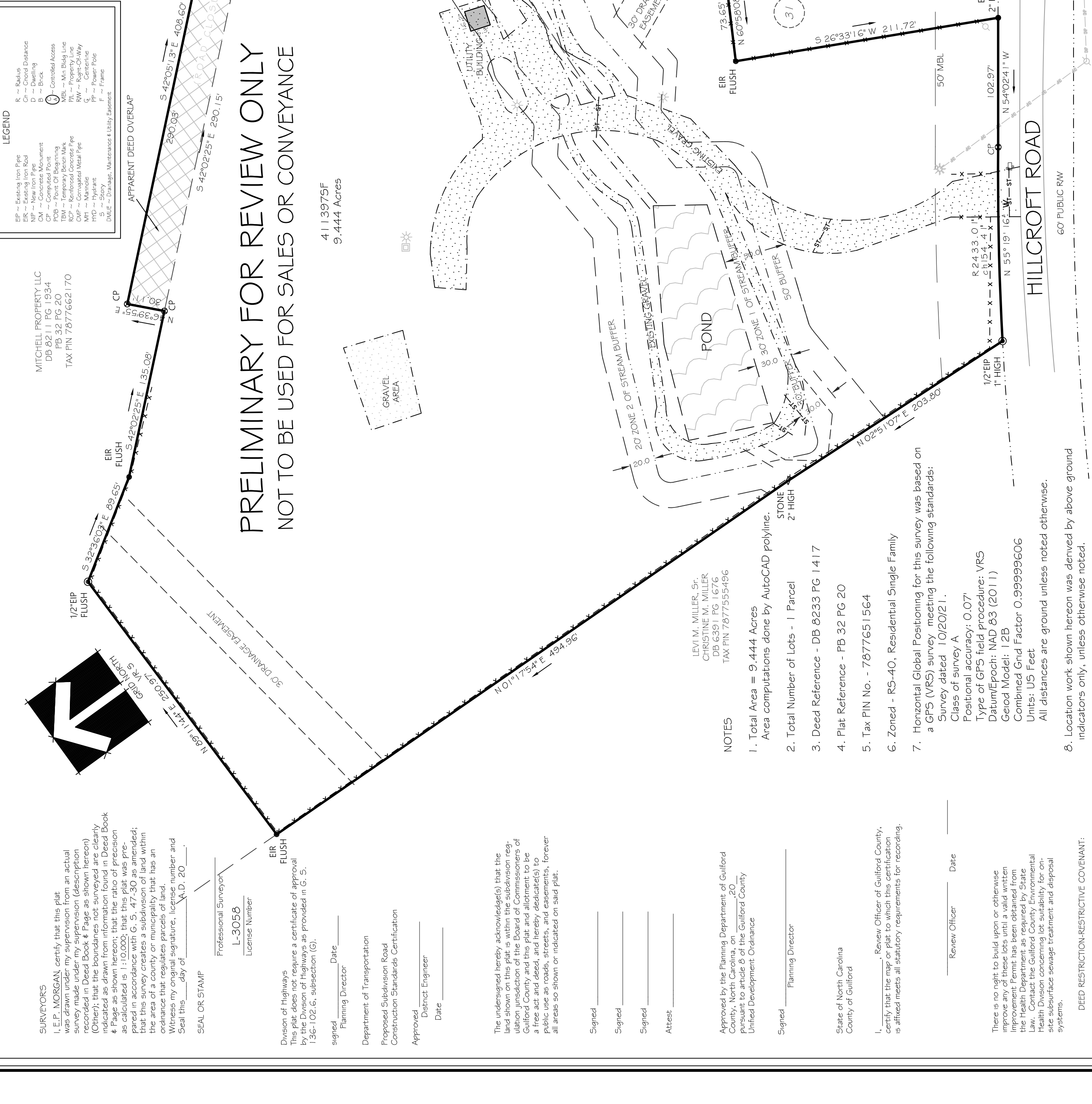
MITCHELL PROPERTY LLC  
DB 8211 PG 1934  
PB 32 PG 20  
TAX PIN 7877654131

MITCHELL PROPERTY LLC  
DB 8211 PG 1934  
PB 32 PG 20  
TAX PIN 7877652231

MITCHELL PROPERTY LLC  
DB 8211 PG 1934  
PB 32 PG 20  
TAX PIN 7877652231

**PRELIMINARY FOR REVIEW ONLY  
NOT TO BE USED FOR SALES OR CONVEYANCE**

4113975F  
9.444 Acres



**EXCLUSION PLAT FOR  
BONIFACIO PARRA CORTES**

OWNER - DEVELOPER  
1103 HILLCROFT ROAD

MONROE TOWNSHIP, GREENSBORO  
GUILFORD COUNTY, NORTH CAROLINA

1" = 60'



MORGAN SURVEYING, INC.  
524 SOUTH ELM STREET  
GREENSBORO, NORTH CAROLINA  
PHONE 336-272-8922  
ZIP 27406  
COMP # 21101101.H11103PLAT

**LEGEND**

- POWER OVHD
- UTIL-ESMT
- POND
- Mailbox
- FENCE
- POWER POLE
- ST- ST- ST
- V-ROAD-GRVL
- TRANSFORMER
- CREEK
- LIGHT POLE

**SURVEYORS**  
I, E.P. MORGAN, certify that this plat was drawn under my supervision from an actual survey made under my supervision (description recorded in Deed Book # Page as shown hereon) (Other); that the boundaries not surveyed are clearly indicated as drawn from information found in Deed Book # Page as shown hereon; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended; that this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; witness my original signature, license number and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

Professional Surveyor  
L-3058  
License Number

Division of Highways  
This plat does not require a certificate of approval from the Department of Transportation pursuant to G.S. 136-102.6, subsection (9).

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Planning Director

Department of Transportation  
Proposed Subdivision Road  
Construction Standards Certification

Approved \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

The undersigned hereby acknowledges that the land shown on this plat is within the subdivision jurisdiction of this plat and that the plat and alignment to be shown on this plat and alignment to be shown on this plat is for public use as roads, streets and easements, forever all areas so shown or indicated on said plat.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_  
Attest \_\_\_\_\_

Approved by the Planning Department of Guilford County, North Carolina, on \_\_\_\_\_, 20\_\_\_\_ pursuant to article 8 of the Guilford County Unified Development Ordinance

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Planning Director

State of North Carolina  
County of Guilford

I, \_\_\_\_\_, Review Officer of Guilford County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Review Officer

There is no right to build upon or otherwise improve any of these lots until a valid written Improvement Permit has been obtained from the Planning Department of Guilford County. The Health Division of Guilford County shall have jurisdiction over any site suitability for on-site subsurface sewage treatment and disposal systems.

**DEED RESTRICTION-RESTRICTIVE COVENANT:**  
Development of subject property is required to be in accordance with applicable state and federal regulations for the National Pollutant Discharge Elimination System (NPDES) Phase II stormwater management program. The recording of this document establishes an enforceable restriction on property usage that runs with the land to ensure that future development will not impair the riparian resources of the subject property. Any alterations to the site shall not be permitted without review and approval by the local governmental office having jurisdiction for watershed/stormwater management protection.

**NOTES**  
1. Total Area = 9.444 Acres  
Area computations done by AutoCAD polyline.

2. Total Number of Lots - 1 Parcel

3. Deed Reference - DB 8233 PG 1417

4. Plat Reference - PB 32 PG 20

5. Tax PIN No. - 7877651564

6. Zoned - RS-40, Residential Single Family

7. Horizontal Global Positioning for this survey was based on a GPS (VRS) survey meeting the following standards:  
Survey dated 10/20/21  
Class of survey A  
Positional accuracy: 0.07  
Type of GPS field procedure: VRS  
Datum/Epoch: NAD 83 (2011)  
Geoid Model: 12B  
Combined Grid Factor 0.99999606  
Units: US Feet  
All distances are ground unless noted otherwise.

8. Location work shown hereon was derived by above ground indicators only, unless otherwise noted.

9. This survey is subject to any additional information found by a legal title search.

10. Based upon the information available, this is a true and accurate representation of the property shown hereon until the contrary can be proven.

11. Property is located in the Jordan Lake Watershed. Notice - This property is located within the Water Supply Watershed for Greensboro WS-III, WCA Tier 4. Development restrictions may apply.

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GUILFORD COUNTY  
PLANNING AND DEVELOPMENT  
PLANNING BOARD

**ADOPTED RESOLUTION  
CLOSING AND REMOVING FROM DEDICATION  
A PUBLIC EASEMENT**

**EASEMENT CLOSING CASE # 21-05-GCPL-04166**

WHEREAS, a petition was filed, pursuant to G.S. 153A-241, Chapter 282 of the 1979 Session Laws, and Chapter 59 of the 1981 Session Laws, requesting that the Board close all of a 20-foot utility easement located on Lot #s 31 (part of), 32, 33, 35, 36, 37, 39, & 40 as shown on Plat Book 32 Page 20 and located in Monroe Township on Guilford County Tax Parcel #125757.

WHEREAS, pursuant to a resolution of intent to close said easement adopted by this Board on February 9, 2022 an Electronic Notice was published on the Guilford County Website that a public hearing would be held concerning said petition on March 9, 2022 (virtually and in-person), at 6:00 P.M., at the North Carolina Cooperative Extension-Agricultural Center, 3309 Burlington Road, Greensboro, NC 27405; and

WHEREAS, it appears that all owners of property adjoining said easement have signed the petition or have been notified of the closing thereof; and

WHEREAS, after inquiry by the Chairman, all interested persons were provided an opportunity to be heard on the request contained in the petition; and

WHEREAS, after all interested persons were heard, it appears to the satisfaction of this Board that the removal of said easement from dedication is not contrary to the public interest;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The following described easement is hereby closed and removed from dedication to the public use:

All of a 20-foot utility easements) located on Lot #s 31 (part of), 32, 33, 35, 36, 37, 39, & 40 as shown on Plat Book 32 Page 20 and located in Monroe Township on Guilford County Tax Parcel #125757.

2. A certified copy of this resolution, together with a copy of the published notice of this hearing, is hereby ordered recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE GUILFORD COUNTY PLANNING BOARD AT ITS REGULAR MEETING HELD ON MARCH 9, 2022.

*J. Leslie Bell*

J. Leslie Bell, AICP

Guilford County Planning & Development Director

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(Insert Color Paper)





**GUILFORD COUNTY  
PLANNING AND DEVELOPMENT**

Planning Board  
Road Closing  
Petition

Date Submitted: 1-6-2022 Fee \$126.00 Receipt # 163034 Case Number 22-01-GCPL-00150  
(includes \$26 recording fee)

Pursuant to Section 9-2 of the Guilford County Development Ordinance, the undersigned, being the owner(s) of property abutting said road, or a portion thereof, described below request(s) that said road be closed and removed from dedication. The road is presently known as Groundhog Trace Secondary Road# n/a in Rock Creek Township, and running southwest from Racon Run Secondary Rd# n/a and terminating at the cul-de-sac of Groundhog Trace Secondary Rd# n/a. (Provide a legal description of said road or portion thereof and attach a map or sketch.)

Please check one of the following:

- The road has been dedicated but is unopened
- The road is open and is a part of the State Secondary Road System. **State Maintenance must be abandoned before the public hearing can be held. Contact NCDOT at 487-0100 for abandonment procedures.**
- The road is open and is not part of the State Secondary Road System

According to North Carolina General Statute 153A-241 the Planning Board may close the road if the closing of said road is not contrary to the public interest and no individual or other party owning property adjoining the road or in the vicinity of said road, will be deprived of reasonable means of ingress or egress to their property. Any person aggrieved by the closing of said public road may appeal the Planning Boards decision to the Board of Commissioners within 30 days, if none, decision is final. Refer to the Road Closing Bulletin for more information.

Petitioners:

Name	Address
1. <u>Bryan M. Cassetta</u>	<u>3302 Groundhog Trace Burlington, NC 27215</u>
2. <u>Mackenzie E. Cassetta</u>	<u>3302 Groundhog Trace Burlington, NC 27215</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

*Additional sheets for petitioners are available upon request.*

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

Submitted By: Amanda Hodierna 804 Green Valley Road, Suite 200, GSO, 27408 336-609-5137; amanda@isaacsonsheridan.com  
Contact Name Address Contact Phone # & Email



### ATTACHMENT TO CASSETTA ROAD CLOSURE PETITION FOR GROUNDHOG TRACE

- Petitioner requests to close the cul-de-sac portion of Groundhog Trace as shown in the highlighted area below.
- Petitioner owns all four lots that abut the requested area of closure; lots designated with a red dot.
- If closure petition is approved; owner will file the attached recombination plat for recordation to recombine all four lots into 1
- The road in question is not state maintained; see attached email from NCDOT.
- The road was build to state standards at time of construction; see attached Engineer's certification letter
- See attached Plat Book 148, Pages 53-55 for plat of road and affected lots.





## **LEGAL DESCRIPTION OF ROW TO BE CLOSED**

Being all of Groundhog Trace as it lies southwest of Racoon Run; being that same portion of Ground Trace which fronts Lots 73, 74, 75 and 76 all as shown on Plat Book 148, Page 55 as recorded in the Office of the Register of Deeds of Guilford County.

**From:** [Rierson, Carl W](#)  
**To:** [Amanda Hodierne](#)  
**Subject:** Groundhog Trace  
**Date:** Thursday, April 9, 2020 12:36:58 PM  
**Attachments:** [image001.png](#)

---

Ms. Hodierne,

Groundhog Trace in the Beaver Hills Estates Subdivision is not state maintained.

**Wayne Rierson**

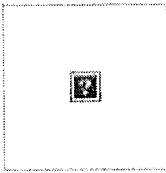
Assistant District Engineer  
N.C. Department of Transportation

Office: (336) 487-0100

Fax: (336) 334-3637

Email: [wrierson@ncdot.gov](mailto:wrierson@ncdot.gov)

1584 Yanceyville Street  
P.O. Box 14996  
Greensboro, NC 27405



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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

August 14, 2002

ALAMANCE COUNTY

Jeff Rudd  
Simons Engineering & Surveying, Inc.  
115 Glendale Ave.  
Burlington, NC 27215

Subject: Inspection and Verification of Minimum Construction Standards Beaver Hills Estates (Section IV) Subdivision  
Located off Raccoon Run Drive near SR 1134 (Beaver Creek Rd.)

Dear Mr. Rudd:

This is to advise that the subject road has been constructed in accordance with the North Carolina Department of Transportation Minimum Construction Standards for Subdivision Roads. District personnel, B.C. Turner II, Transportation Technician III, inspected the project on July 15, 2001 and verified that Minimum Construction Standards were met.

This approval pertains to initial construction only and should not be construed as acceptance of the roads to the State Maintenance System.

Once the minimum housing requirements have been met and the roads are in an acceptable state of maintenance, the property owners may petition the State for addition. Masonry mailboxes, plastic pipe, shrubbery, or other structures are not allowed within the right-of-way. Placement of these items within the right-of-way will result in the road being ineligible for State maintenance.

If you have any questions, do not hesitate to contact this office.

Yours very truly,

A handwritten signature in black ink, appearing to read "C. N. Edwards".

C. N. EDWARDS, P.E.  
DISTRICT ENGINEER

CNE/SDD/sdd

cc: J. M. Mills, Division Engineer  
Alamance County Planning Department

SF1020814.doc  
SUBDIVISION FILE: Beaver Hills

P. O. Box 766, Graham, NC 27253-0766



## GUILFORD COUNTY

### MEMORANDUM

TO: Amanda P. Hodierne, Esq., AICP

FROM: Guilford County Planning and Development Department  
Oliver Bass, 336-641-3578

DATE: January 24, 2022 (Corrected Letter)

SUBJECT: ROAD CLOSING CASE 22-01-GCPL-00150: GROUNDHOG TRACE ROAD CLOSING

On January 4, 2022, the Technical Review Committee found that the proposed closing was not contrary to the public interest and no property owner will be deprived of a means of ingress or egress to their property subject to the comments below.

#### **Planning Comments: (Oliver Bass, 641-3578)**

1. Exempt plat (Case#21-11-GCPL-09441) to combine abutting properties is pending Watershed and Planning review. Other than recordation of plat, must satisfactorily address comments prior to presentation to Planning Board.
2. If road closing is approved, must record plat to ensure abutting owners will have a means of ingress and egress from Raccoon Run Drive. Plat to be recorded must reference road closing case number.
3. General Statute Section 153A-241 provides that each adjacent property owner "... remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility"
4. Utility easements will remain until properly closed.

#### **Watershed Comments: (Brent Gatlin, 641-3753)**

1. Plat to be recorded to close road and recombine lots must include all required easements and watershed info per prior comments & mark-up issued 12/8/21 (entered in Accela on 12/13/21).

#### **Fire Marshal: (Michael Townsend, 641-6541)**

1. No comments

#### **NCDOT Comments: (Bobby Norris, 487-0100)**

1. Not a NCDOT maintained road. Once closed, it cannot be added.

## **ROAD CLOSING CASE # 22-01-GCPL-00150: GROUNDHOG TRACE ROAD CLOSING**

### **Nature of the Request**

The Guilford County Planning Board will consider the following Resolution of Intent to close a public road:

BEING all of Groundhog Trace which fronts Lots 73, 74, 75, and 76, all as shown on Plat Book 148, Page 55 as recorded in the Register of Deeds of Guilford County, running southwest from Raccoon Run and terminating at the cul-de-sac of Groundhog Trace.

The Resolution of Intent was adopted on February 9, 2022.

### **Staff Recommendation**

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

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

Staff submits the following findings for consideration by the Board:

1. The Planning Department has received a request to close all of Groundhog Trace which fronts Lots 73, 74, 75, and 76, all as shown on Plat Book 148, Page 55 as recorded in the Register of Deeds of Guilford County, running southwest from Raccoon Run and terminating at the cul-de-sac of Groundhog Trace; AND
2. This request only includes that portion of Groundhog Trace as described above and no closing of utility easement(s) are included by the applicant.





**GUILFORD COUNTY  
PLANNING AND DEVELOPMENT  
PLANNING BOARD**

**ADOPTED RESOLUTION  
CLOSING AND REMOVING FROM DEDICATION  
A PUBLIC ROAD**

**ROAD CLOSING CASE # 22-01-GCPL-00150**

WHEREAS, a petition was filed, pursuant to G.S. 153A-241, Chapter 282 of the 1979 Session Laws, and Chapter 59 of the 1981 Session Laws, requesting that the Board close a public road.

WHEREAS, pursuant to a resolution of intent to close said road adopted by this Board on February 9, 2022, an Electronic Notice was published on the Guilford County Website that a hearing would be held 2022 (virtually and in-person) concerning said petition on March 9, 2022 at 6:00 PM in the NC Cooperative Extension-Agricultural Center, 3309 Burlington Road, Greensboro, NC 27405; and

WHEREAS, it appears that all owners of property adjoining said road have signed the petition or have been notified of the closing thereof; and

WHEREAS, after inquiry by the Chairman, all interested persons were provided an opportunity to be heard on the request contained in the petition; and

WHEREAS, after all interested persons were heard, it appears to the satisfaction of this Board that the removal of said road from dedication is not contrary to the public interest;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The following described road is hereby closed and removed from dedication to the public use:  
BEING all of Groundhog Trace which fronts Lots 73, 74, 75, and 76, all as shown on Plat Book 148, Page 55 as recorded in the Register of Deeds of Guilford County, running southwest from Raccoon Run and terminating at the cul-de-sac of Groundhog Trace.
2. A certified copy of this resolution, together with a copy of the published notice of this hearing, is hereby ordered recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE GUILFORD COUNTY PLANNING BOARD AT A REGULAR MEETING HELD ON MARCH 9, 2022.

*J. Leslie Bell*

J. Leslie Bell, AICP  
Guilford County Planning & Development Director

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(Insert Color Paper)



GUILFORD COUNTY
PLANNING AND DEVELOPMENT

Planning Board
Rezoning
Application

Date Submitted: 2/8/2022 Fee \$500.00 Receipt # 163767 Case Number 22-02-GCPL-00857

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.

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 AG zoning district to the PI zoning district. Said property is located 5754 & 5818 Liberty Road, 27406 in Clay Township; Being a total of: 29.76 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 1 2 2 7 8 3 (AT) ATN Tax Parcel #
Tax Parcel # 1 2 2 6 6 7 (AG) Tax Parcel #
Tax Parcel # 1 2 2 8 2 5 (AG) 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
Name
Mailing Address
City, State and Zip Code
Phone Number Email Address

Representative/Applicant Signature (if applicable)
Anthony Vogt
Name
3819 Raintree Drive
Mailing Address
Greensboro, NC 27407
City, State and Zip Code
336-420-8623
Phone Number
anthony@avogtconstruction.com
Email Address

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Parcel ID	Property Address	Legal Description
122825	5818 Liberty Rd	1.50AC BOWMAN US 421



Mobile  
Maps



Owner Information		
Owner Name	Mailing Address	City, State Zip
FRANCO, JASON M;HOWSON, CHARLENE W;HOWSON, VALERIE;SHOFFNER, CHRISTINE;WARD, JENNIFER WILLIAMS	5202 EDINBOROUGH RD	GREENSBORO, NC 27406

Parcel Information			
PIN	Zoning	Use	Tax District
7890611615-000	AG-Agricultural	RESIDENTIAL	0
Parcel Size	Appraisal Nbrhood	Plat/Condo Bk & Pg	
1.50	7799A01	N/A	

Recent Sales				
Book & Page	Sale Date	Sale Price	Qualified?	Improved?
00847702882	12/5/2013	\$500	Yes	Yes

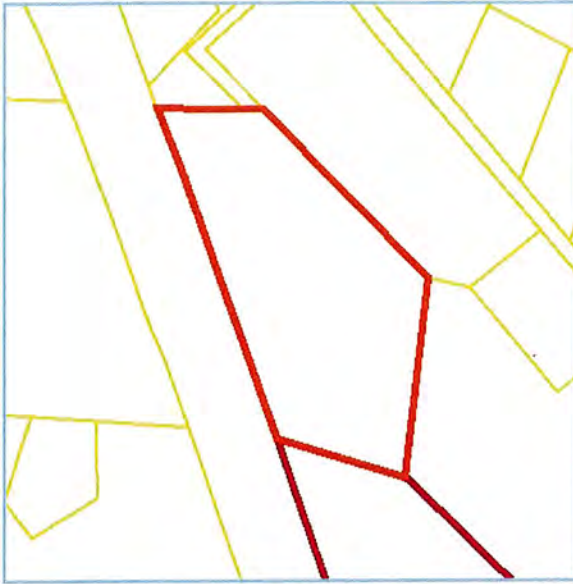
Appraisal Values			
Land	Buildings	Extra Features	Total Value
\$8,000	\$0	\$0	\$8,000

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

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Parcel ID	Property Address	Legal Description
122667	5754 Liberty Rd	25.45 AC WILLIAMS SR 3392



Mobile  
Maps



**Owner Information**

Owner Name	Mailing Address	City, State Zip
FRANCO, JASON M;HOWSON, CHARLENE W;HOWSON, VALERIE H;SHOFFNER, CHRISTINE W;WARD, JENNIFER W	5202 EDINBOROUGH RD	GREENSBORO, NC 27406

**Parcel Information**

PIN	Zoning	Use	Tax District
7890602874-000	AG-Agricultural	RESIDENTIAL	0
Parcel Size	Appraisal Nbrhood	Plat/Condo Bk & Pg	
25.45	7799A01	N/A	

**Recent Sales**

Book & Page	Sale Date	Sale Price	Qualified?	Improved?
00847702876	8/8/2005	\$334,000	Yes	Yes

**Appraisal Values**

Land	Buildings	Extra Features	Total Value
\$76,400	\$0	\$0	\$76,400

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

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AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

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

Anthony Vogt or assigns
a(n) ("Buyer"), and
Jennifer W. Ward (single), Charlene W. Howson (single), Christine W. Shoffer (single), Jason M. Franco and his spouse, Emily W. Franco, and Valerie H. Howson (single). ("Seller").

(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) 6334, 6350 ZZ & 6344 ZZ Monnett Road and at 5754 & 5818 Liberty Road Climax, Guilford County, North Carolina

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

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

(For information purposes: (i) the tax parcel number of the Property is; and, (ii) some or all of the Property, consisting of approximately acres, is described in Deed Book Page No. County.)

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

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

payable on the following terms:

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

The Earnest Money shall be deposited in escrow with Ryan Gladden, Law Offices of Adams & Winfree (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



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

STANDARD FORM 580-T Revised 7/2020 © 7/2020

Buyer Initials Seller Initials



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.

\$ N/A

(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.)

\$ N/A

(iii) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ \_\_\_\_\_ and evidenced by a note bearing interest at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum, and a current payment amount of \$ \_\_\_\_\_.

\$ [REDACTED]

(iv) **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 Forty-Five (45) days after the expiration of the Examination Period.

(d) "**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller.

Buyer Initials [Signature] Seller Initials [Signature] [Signature] [Signature] [Signature] [Signature]







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.

**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: 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. For additional deliveries required of Seller, see Exhibit B.

**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 (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

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

(a) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described in Section 1(b)(iii) above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before \_\_\_\_\_. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void, and the Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including, but not limited to: any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited at Closing.

(b) **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.

Buyer Initials AA Seller Initials CWA FE CWS JWW VHA



(c) **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.

(d) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, 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(d) 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(b) 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 4 as if the Leases were listed therein;

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

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. 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

Buyer Initials AA Seller Initials CWA JE FE CWS JWW VKH



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.

(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:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the 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(d) 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, a bill of sale for any personalty listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall 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.

Buyer Initials AA Seller Initials CWA FS FE CWS JWW VHA







(dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management 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.

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


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 DS  
AA Seller Initials DS  
CWA DS  
J DS  
EF DS  
CWS DS  
JWW DS  
VHA



**BUYER:**

Individual

DocuSigned by:  


Anthony V. Vot  
Date: 11/18/2021

\_\_\_\_\_

\_\_\_\_\_

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

**Business Entity**

\_\_\_\_\_ (Name of Entity)

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

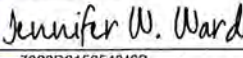
Name: \_\_\_\_\_

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

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

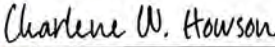
**SELLER:**

Individual

DocuSigned by:  


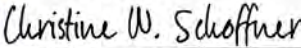
Jennifer W. Ward  
Date: 11/14/2021

\_\_\_\_\_

DocuSigned by:  



Charlene W. Howson  
Date: 11/15/2021

\_\_\_\_\_

DocuSigned by:  


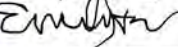
Christine W. Schoffner  
Date: 11/18/2021

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DocuSigned by:  


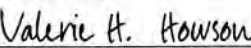
James M. Franco  
Date: 11/15/2021

\_\_\_\_\_

DocuSigned by:  


Emily W. Franco  
Date: 11/15/2021

\_\_\_\_\_

DocuSigned by:  


Valerie H. Howson  
Date: 11/14/2021

\_\_\_\_\_

**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.**

\_\_\_\_\_ (Name of Escrow Agent)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

e-mail address: \_\_\_\_\_ fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

580-T Southeast Greensboro Airport  
November 2021

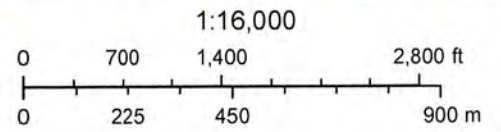
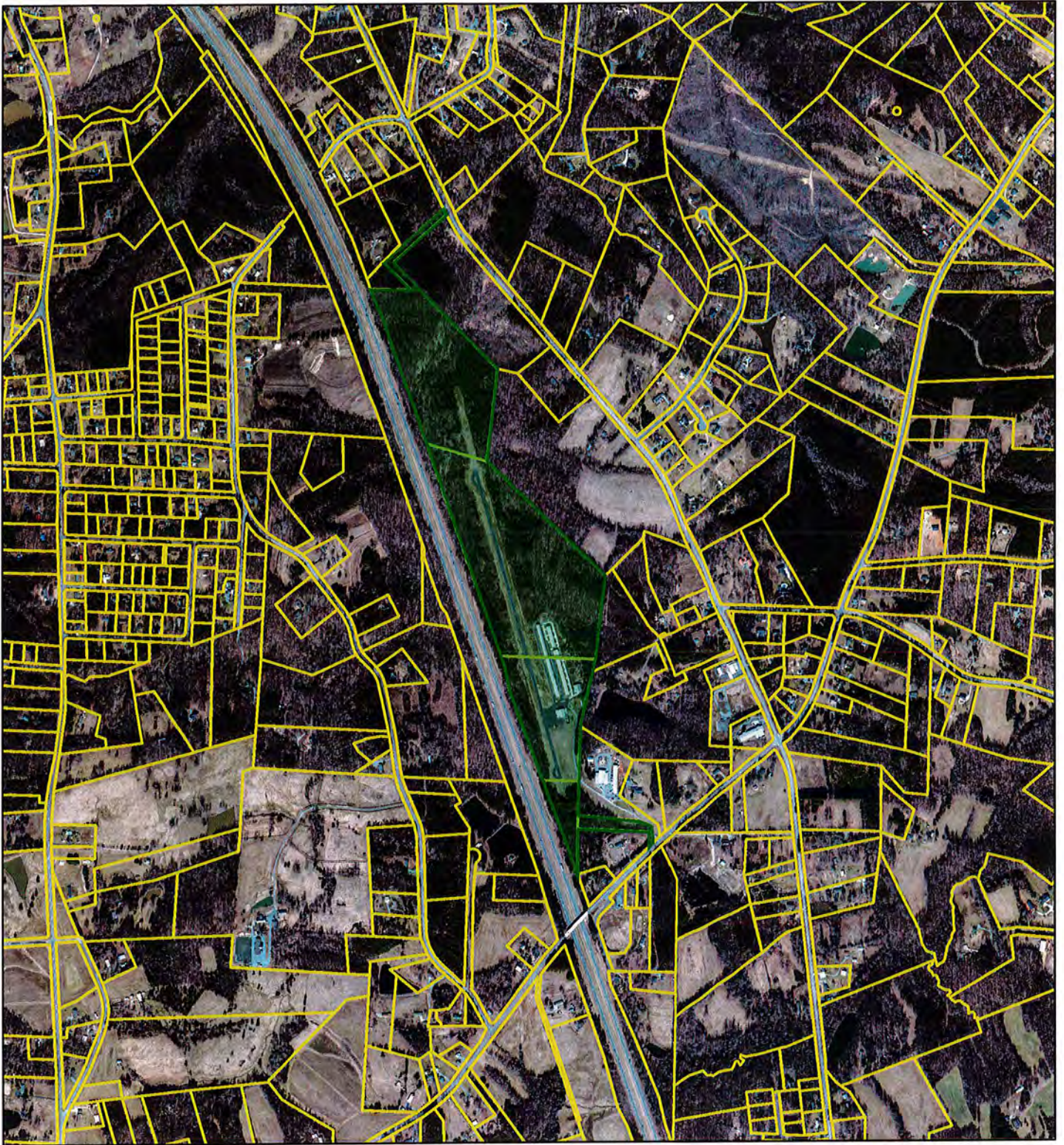
EXHIBIT A

List of tax parcels included in the Property to be sold by Sellers to Buyer:

- (1) Parcel No. 122733  
6350 ZZ Monnett Road  
Climax, NC 27233  
Approximately 2.81 acres  
Tract 3, Deed Book 6371, Page 2312
- (2) Parcel No. 122726  
6334 Monnett Road  
Climax, NC 27233  
Approximately 21.3 acres  
Tract 4, Deed Book 6371, Page 2312
- (3) Parcel No. 122664  
6334 ZZ Monnett Road  
Climax, NC 27233  
Approximately 41.07 acres  
Tract 2, Deed Book 6371, Page 2312
- (4) Parcel No. 122667  
5754 Liberty Road  
Climax, NC 27233  
Approximately 25.45 acres  
Tract 1, Deed Book 6371, Page 2312
- (5) Parcel No. 122825  
5818 Liberty Road  
Climax, NC 27233  
Approximately 1.5 acres  
Deed Book 7556, Page 169

In addition to the foregoing real property and improvements, the Sellers agree to convey to Buyer at Closing for the Purchase Price all personal property and other assets owned by the Sellers and located on the Property that are necessary and incident to the operation of the Southeast Greensboro Airport as a going concern, including, but not limited to: riding lawnmower.







580-T Southeast Greensboro Airport  
November 2021

**EXHIBIT B**

(1) **Examination Period.** Buyer shall have Ninety (90) days from the date of execution of this Agreement ("Contract Date") to investigate and study the Property. In addition to other inspections as provided under Section 6(d) of the Agreement, Buyer may (i) conduct a survey, (ii) perform environmental and soil testing, (iii) conduct all reasonable investigations of the Property; (iv) review title to determine if the Property will be suitable for Buyer's intended purposes; and (v) inspect all hangars, personal property, and other assets located at the Property. Seller shall facilitate Buyer's inspection each and all hangars within 48 hours of receipt of Buyer's request to inspect the same, including rekeying locks as necessary to facilitate access.

(2) **Option to Extend the Examination Period.** Intentionally Deleted.

(3) **Additional Seller Deliveries.** Intentionally Deleted.

(4) **Leases; Proration of Prepaid Rents.** Before or at Closing, Seller shall provide Buyer copies of all written leases in Seller's possession. Sellers shall warrant the completeness and the accuracy of the tenant information they have provided to Buyer, including the amounts of any lease security deposits or prepaid rents received by any Seller, and such representations and warranty shall survive the Closing as provided by Section 16 of the Agreement. At Closing, Buyer shall receive the credit towards the Purchase Price for the full amount of all lease security deposits and for a prorated amount of all rents paid to the Sellers for any periods after the date of the Closing. Seller shall indemnify Buyer for any security deposits or prepaid rents in excess of the amounts disclosed to Buyer at Closing.

(5) **Memorandum of Contract.** Intentionally Deleted.

(6) **General Warranty Deed.** At Closing, Seller shall delivery to Buyer a General Warranty Deed for the Property, conveying good and marketable fee simple interest to the Property, free and clear of all defects, liens and encumbrances, excepting only Permitted Exceptions under the Agreement.

(7) **Easement Agreement for Main Access to Airport.** Notwithstanding anything contrary in the foregoing Agreement to contrary, Buyer's obligation to close on the purchase of the Property shall be contingent on the recording of instrument with the Guilford County Register of Deeds granting a valid easement to access the Property from Monnett Road over the adjoining property at 6332 Monnett Road using the existing driveway/road on said adjoining property from the owners thereof. In the event that such easement cannot be obtained and recorded before the date of the Closing, Buyer may terminate the Agreement and receive a full refund of all Earnest Money, with the exception of any Additional Earnest Money already paid directly to Sellers, even if such termination is after the expiration of the Examination Period or an extension thereof

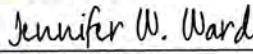
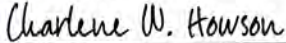
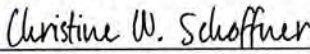
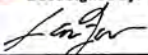
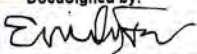
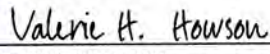
580-T Southeast Greensboro Airport  
November 2021

The foregoing Exhibit B is hereby accepted and approved by the undersigned owners of the Property.

**Purchaser:**

<p>DocuSigned by:    <hr/> <small>8EA1CC352001481</small>          Anthony Vogt</p>	<p>11/18/2021  <hr/>         Date</p>
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**Sellers:**

<p>DocuSigned by:    <hr/> <small>702398156543463</small>          Jennifer W. Ward, a single woman</p>	<p>11/14/2021  <hr/>         Date</p>
<p>DocuSigned by:    <hr/> <small>22FEC575B286408</small>          Charlene W. Howson, a single woman</p>	<p>11/15/2021  <hr/>         Date</p>
<p>DocuSigned by:    <hr/> <small>563B023CE244435</small>          Christine W. Shoffer, a single woman</p>	<p>11/18/2021  <hr/>         Date</p>
<p>DocuSigned by:    <hr/> <small>83887EA22901411</small>          Jason M. Franco, married</p>	<p>11/15/2021  <hr/>         Date</p>
<p>DocuSigned by:    <hr/> <small>E016F92663F1ME7</small>          Emily W. Franco, spouse of Jason M. Franco</p>	<p>11/15/2021  <hr/>         Date</p>
<p>DocuSigned by:    <hr/> <small>8B1F590FC94B48C</small>          Valerie H. Howson, a single woman</p>	<p>11/14/2021  <hr/>         Date</p>

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# REZONING CASE #22-02-GCPL-00857: 5754 & 5818 LIBERTY ROAD, AG, AGRICULTURAL TO PI, PUBLIC AND INSTITUTIONAL

## Property Information

Located on the west side of Liberty Road approximately 950 feet south of intersection with Cade Road, Guilford County Tax Parcels 122667 and 122825, approximately 26.95 acres.

**Zoning History of Denied Cases:** Rezoning Case 58-86 to rezone from A-I to CU—O-I (Office/Industrial) was denied on June 11, 1986.

## Nature of the Request

This is a request to Rezone two parcels from AG to PI. Applicant: Anthony Vogt

### District Descriptions

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

The PI district is intended to accommodate mid to large-sized, campus-style development semi-public and institutional controlled by a single entity. A master plan should be prepared for these uses which address access, circulation, site layout, architectural cohesion, parking, lighting, open space and other factors.

These parcels are within the US 421 Scenic Corridor Overlay District.

## Character of the Area

This request is adjacent to a private air strip to the south. Otherwise, the area consists of large undeveloped or very low-density residential lots.

**Existing Land Use(s) on the Property:** Parcels are undeveloped. Parcel 122825 is strip that provide street access to the larger parcel from Liberty Road.

### Surrounding Uses:

- North: Undeveloped or Rural residential
- South: Private airport
- East: US Highway 421 Right-of-way
- West: Undeveloped

**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

### Public School Facilities:

No school impact anticipated

### Emergency Response:

Fire Protection District: Southeast FPSD

Miles from Fire Station: Approximately 1 mile

### Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: This parcel is within or adjacent to the Greensboro Growth Tier 1: 2013-2019 Water & Sewer area

Feasibility Study or Service Commitment: No

### Transportation:

Existing Conditions: Liberty Road is a minor thoroughfare under Greensboro CTP. Traffic count not available at location.

Proposed Improvements: Subject to NCDOT Driveway permit

Projected Traffic Generation: Undetermined

## Environmental Assessment

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

### Regulated Floodplain/Wetlands:

There are mapped wetlands on the property. There is regulated floodplain on the property.

### Streams and Watershed:

There are multiple mapped streams on the property. The property is in the Lake Mackintosh (WS-IV) Water Supply Watershed in the General Watershed Area.

## Land Use Analysis

**Land Use Plan:** Alamance Area Plan (2016)

**Plan Recommendation:** Conditional SFR (Single-family Residential)

### Consistency:

The requested action is consistent with the recommendation of the Alamance Area Plan. The Conditional SFR district is designated to recognize and preserve existing rural residential Development. However, the Future Land Use Compatibility Matrix recognizes PI zoning as

consistent with this land use designation.

## Recommendation

**Staff Recommendation:** Staff recommends approval.

**Area Plan Amendment Recommendation:**

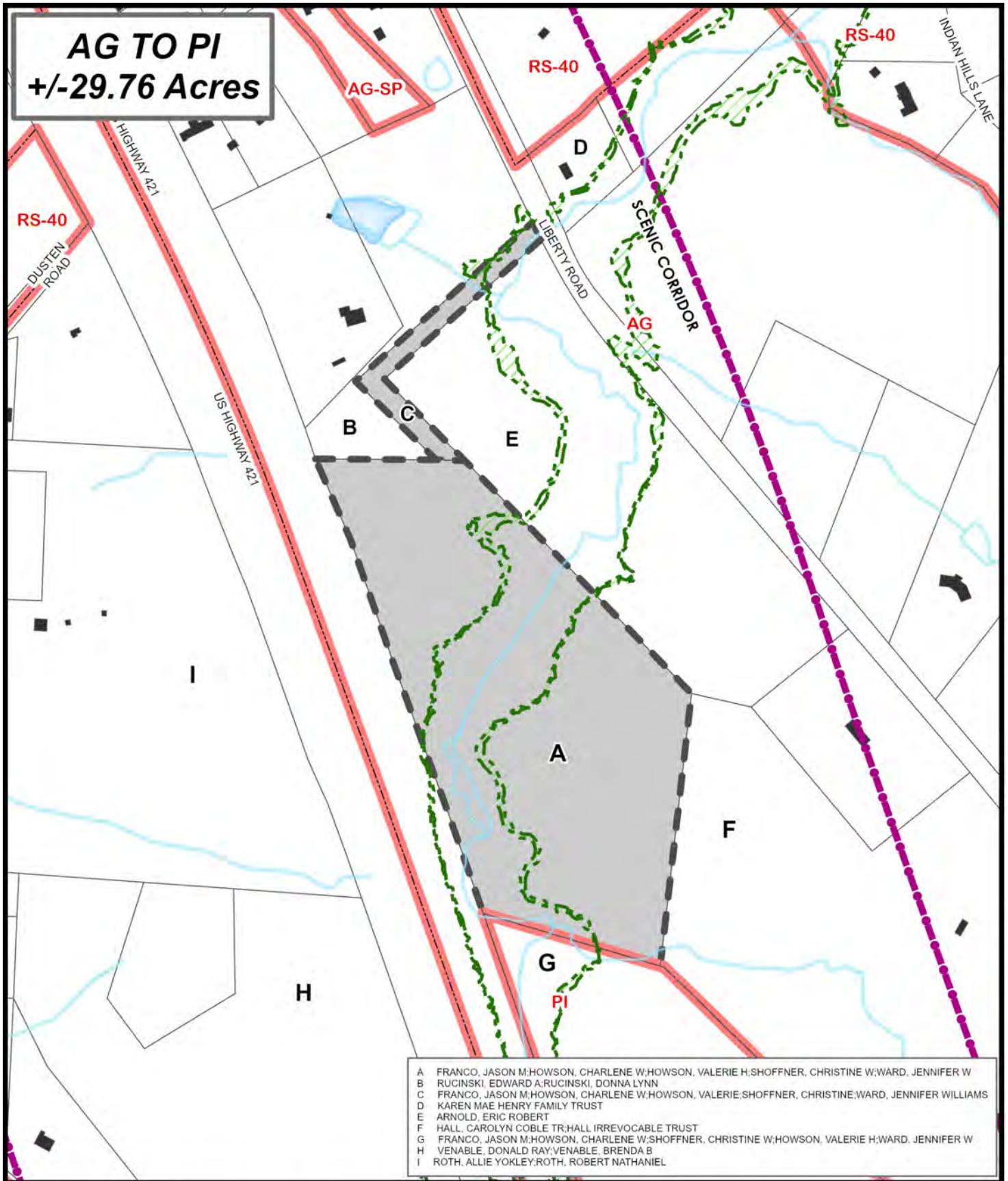
The requested action is reasonable and in the public interest because it is adjacent to a PI zoned property with a use (private air strip) that is permitted in the PI district. It provides opportunities for government, arts and culture, recreation and sports, and other similar activities.

The proposed Rezoning is consistent with the Alamance Area Plan land use classification of Conditional SFR (Single-family Residential), thus if approved, no plan amendment would be required.

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**AG TO PI  
+/-29.76 Acres**



- A FRANCO, JASON M;HOWSON, CHARLENE W;HOWSON, VALERIE H;SHOFFNER, CHRISTINE W;WARD, JENNIFER W
- B RUCINSKI, EDWARD A;RUCINSKI, DONNA LYNN
- C FRANCO, JASON M;HOWSON, CHARLENE W;HOWSON, VALERIE;SHOFFNER, CHRISTINE;WARD, JENNIFER WILLIAMS
- D KAREN MAE HENRY FAMILY TRUST
- E ARNOLD, ERIC ROBERT
- F HALL, CAROLYN COBLE TR;HALL IRREVOCABLE TRUST
- G FRANCO, JASON M;HOWSON, CHARLENE W;SHOFFNER, CHRISTINE W;HOWSON, VALERIE H;WARD, JENNIFER W
- H VENABLE, DONALD RAY;VENABLE, BRENDA B
- I ROTH, ALLIE YOKLEY;ROTH, ROBERT NATHANIEL



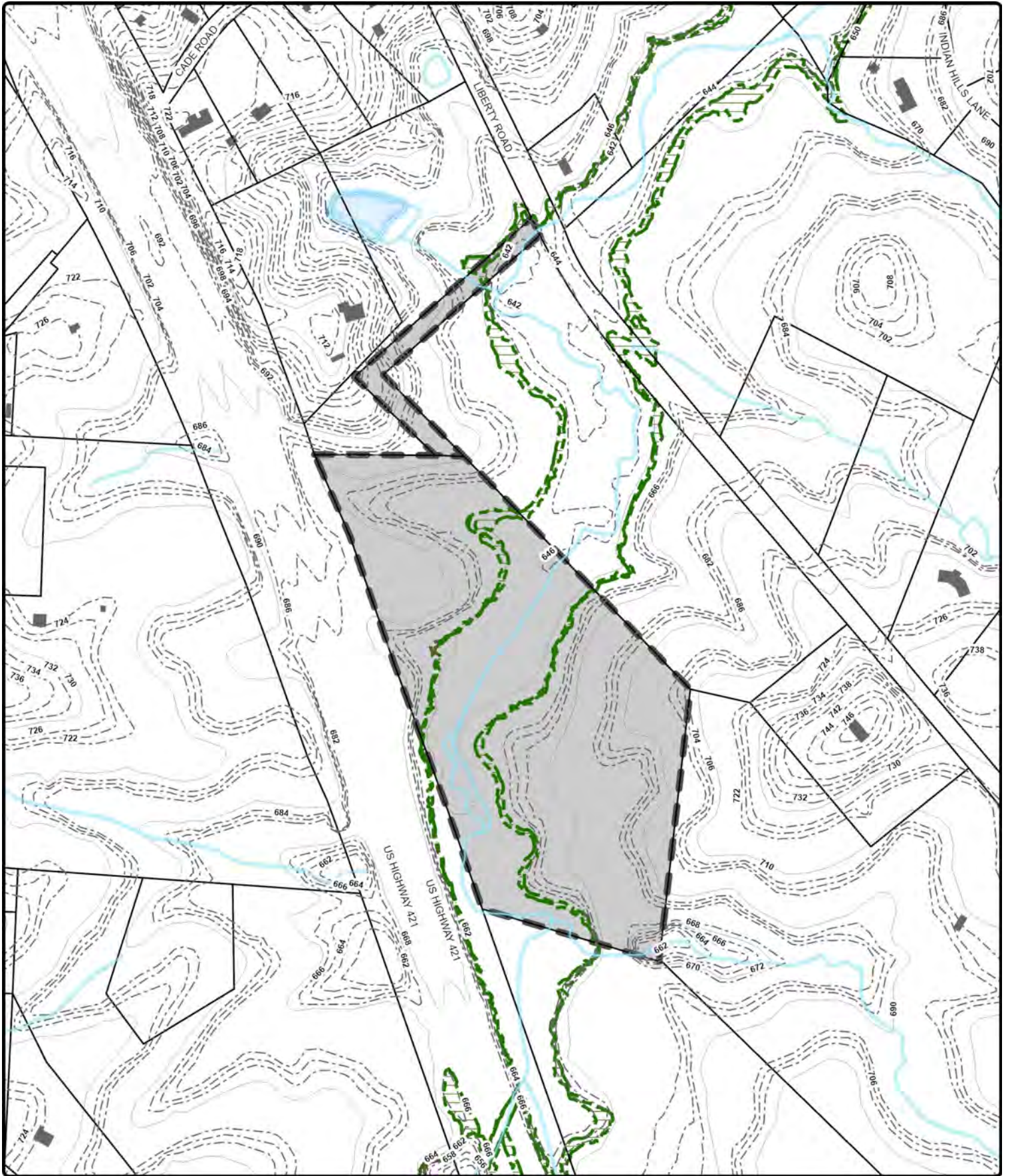
**JURISDICTION:**  
**GUILFORD COUNTY**  
 Guilford County  
 Planning & Development  
 Department

**Rezoning Case #**  
**22-02-GCPL-00857**  
**Scale: 1" = 400'**

**Map:**  
 122667  
 122825







**CASE #22-02-GCPL-00857**

Scale: 1" = 400'







**CASE #22-02-GCPL-00857**

Scale: 1" = 400'







**REZONING CASE #22-02-GCPL-00857: 5754 & 5818 LIBERTY ROAD, AG,  
AGRICULTURAL TO PI, PUBLIC AND INSTITUTIONAL**

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

**DECISION MATRIX**

<b>Zoning</b>	<b>Plan Consistency</b>	<b>Decision</b>
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4

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**REZONING CASE #22-02-GCPL-00857: 5754 & 5818 LIBERTY ROAD, AG,  
AGRICULTURAL TO PI, PUBLIC AND INSTITUTIONAL**

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

**DECISION # 1  
APPROVE-CONSISTENT  
NO PLAN AMENDMENT**

I move to **Approve** this zoning amendment located at 5754 & 5818 Liberty Road, Guilford County Tax Parcels 122667 and 122825 from **AG** to **PI ZONING DISTRICT** because:

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

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- 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.]*

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**REZONING CASE #22-02-GCPL-00857: 5754 & 5818 LIBERTY ROAD, AG,  
AGRICULTURAL TO PI, PUBLIC AND INSTITUTIONAL**

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

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

I move to **Deny** this zoning amendment located at 5754 & 5818 Liberty Road, Guilford County Tax Parcels 122667 and 122825 from **AG** to **PI ZONING DISTRICT** 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.]*

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

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(Insert Color Paper)



**GUILFORD COUNTY  
PLANNING AND DEVELOPMENT**

**Planning Board  
Rezoning  
Application**

Date Submitted: 2/9/2022 Fee \$500.00 Receipt # 163789 Case Number 22-02-GCPL-00876

**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 HB and RS-40-ob zoning district to the RS-40 zoning district.

Said property is located 105 NC Hwy 62 E  
in Sumner Township; Being a total of: 1.53 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # <u>143378</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  
Larry R. Shackelford  
Name  
601 Davis Mill Rd.  
Mailing Address  
Randleman NC 27317  
City, State and Zip Code  
(336) 669-5982  
Phone Number                      Email Address

Aaron B. Gray  
Representative/Applicant Signature (if applicable)  
Aaron B. Gray  
Name  
4222 Sherlie Wrawil Rd.  
Mailing Address  
Winston-Salem NC 27107  
City, State and Zip Code  
(336) 414-7889 abgraycustomhomes@  
Phone Number                      Email Address gmail.com

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

## Jessie Baptist

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**From:** LRS Technology Inc <lrstechnologyinc@gmail.com>  
**Sent:** Wednesday, February 9, 2022 8:55 AM  
**To:** Jessie Baptist  
**Subject:** I'm sending Aron Gray with Gray custom Homes to represent me with the Zoning if you have any questions please call me 336 669 5982 thanks

\*\*\*WARNING\*\*\* This email originated from outside of Guilford County. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, please click on the Phish Alert Report button for our security team analysis.

Sent from my iPhone

## Jessie Baptist

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**From:** LRS Technology Inc <lrstechnologyinc@gmail.com>  
**Sent:** Wednesday, February 9, 2022 9:05 AM  
**To:** Jessie Baptist  
**Subject:** Fwd: This Larry Shackelford I'm sending Aron Gray to represent me for Zoning Thanks

**\*\*\*WARNING\*\*\*** This email originated from outside of Guilford County. **Do not** click links or open attachments unless you recognize the sender and know the content is safe. **When in doubt**, please click on the **Phish Alert Report** button for our security team analysis.

Sent from my iPhone

Begin forwarded message:

**From:** LRS Technology Inc <lrstechnologyinc@gmail.com>  
**Date:** February 9, 2022 at 9:03:15 AM EST  
**To:** LRS Technology Inc <lrstechnologyinc@gmail.com>  
**Subject:** This Larry Shackelford I'm sending Aron Gray to represent me for Zoning Thanks

Sent from my iPhone

On Feb 9, 2022, at 8:55 AM, LRS Technology Inc <lrstechnologyinc@gmail.com> wrote:

Sent from my iPhone



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**REZONING CASE #22-02-GCPL-00876: 105 NC HIGHWAY 62 E, HB, HIGHWAY BUSINESS AND RS-40, RESIDENTIAL SINGLE-FAMILY TO RS-40, RESIDENTIAL SINGLE-FAMILY**

**Property Information**

Located on the north side of NC Highway 62 E approximately 214 feet east of intersection of Randleman Road, Guilford County Tax Parcel 143378, approximately 1.53 acres.

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

**Nature of the Request**

This is a request to Rezone a parcel from HB and RS-40 to RS-40. Applicant: Larry R. Shackelford.

**District Descriptions**

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

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

**Character of the Area**

This request is in an area that is commercial at the crossroad of NC Highway 62 E and Randleman Road. Otherwise, single-family parcels and subdivisions are adjacent to subject parcel to the north and east.

**Existing Land Use(s) on the Property:** Single-family dwelling, which is nonconforming use under the current zoning.

**Surrounding Uses:**

- North: Single-family residential
- South: Commercial
- East: Institutional
- West: Commercial

**Historic Properties:** There are no historic landmarks on the subject parcel. Gamble Grocery and Service Station, listed in the Historic Resource Inventory but not a regulated Landmark, is near the subject property but will not be impacted by this request if approved.

**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

### Public School Facilities:

No anticipated impact.

### Emergency Response:

Fire Protection District: Pinecroft-Sedgefield FPSD

Miles from Fire Station: Approximately 2.3 miles

### Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: No

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

### Transportation:

Existing Conditions: Randleman Road and NC Highway 62 are classified major thoroughfares in the Greensboro CTP. ADT 4000 vehicle on Randleman Road south of NC Highway 62 intersection.

Proposed Improvements: None

Projected Traffic Generation: N/A

## Environmental Assessment

**Topography:** Gently sloping.

### Regulated Floodplain/Wetlands:

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

### Streams and Watershed:

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

## Land Use Analysis

**Land Use Plan:** Southern Area Plan (2016)

**Plan Recommendation:** Moderate Commercial and Agricultural.

### Consistency:

The subject parcel is predominantly in the Moderate Commercial land use classification, which is inconsistent with the RS-40 zoning designation.

## Recommendation

**Staff Recommendation:** Staff recommends approval

Although the requested action is inconsistent with the Southern Area Plan recommendation, it is reasonable and in the public interest because the zoning is consistent with the current use of the subject property. The request will extend the RS-40 zoning of adjacent residential properties to the subject parcel. The request, if approved, will remove the nonconforming status of the current residential use of the property.

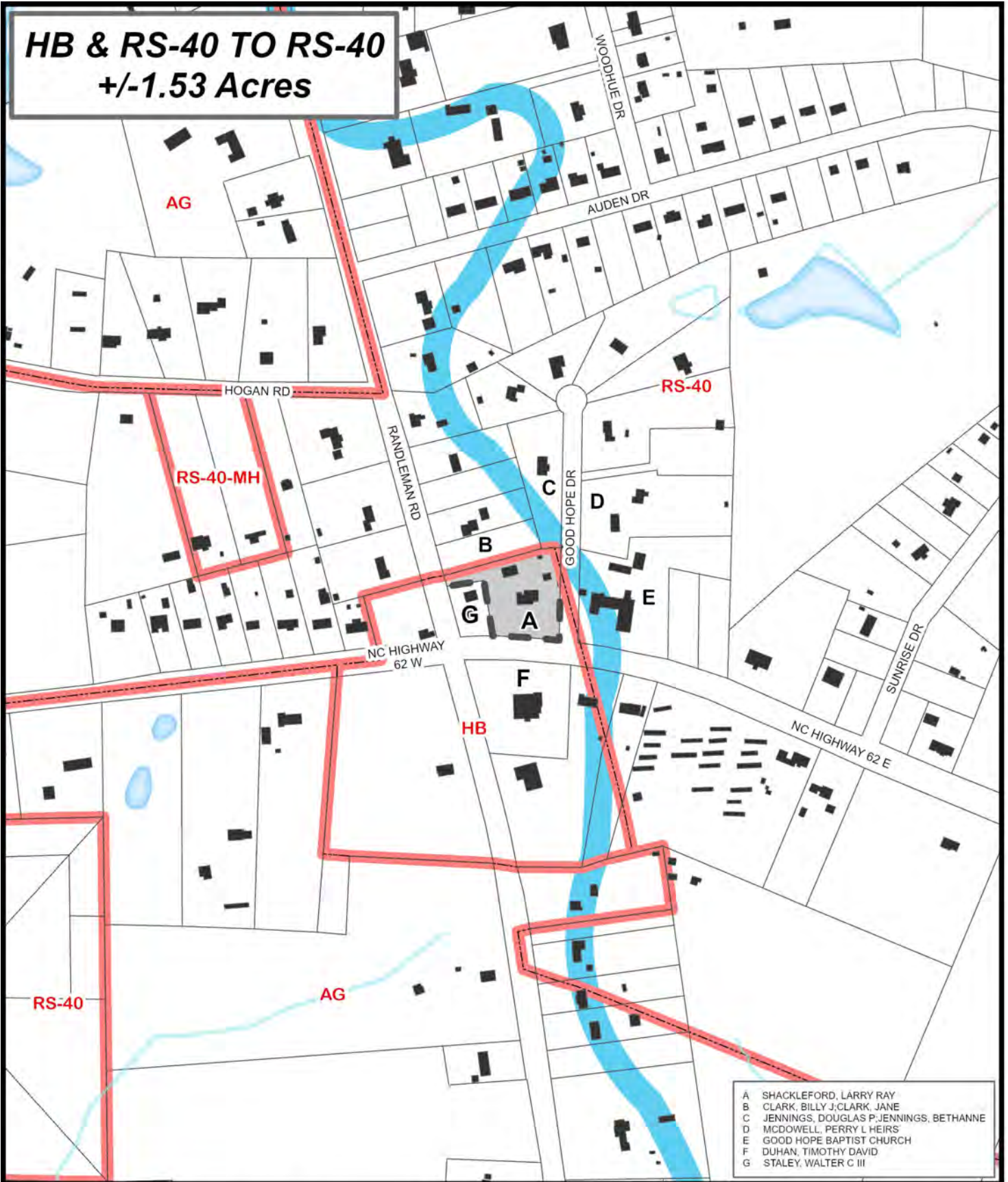
**Area Plan Amendment Recommendation:**

The proposed Rezoning is inconsistent with the Southern Area Plan land use classification of Moderate Commercial, thus if approved, a plan amendment to extend the Agricultural land use classification to the entire parcel would be required.

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# HB & RS-40 TO RS-40 +/-1.53 Acres



- A SHACKLEFORD, LARRY RAY
- B CLARK, BILLY J./CLARK, JANE
- C JENNINGS, DOUGLAS P./JENNINGS, BETHANNE
- D MCDOWELL, PERRY L HEIRS
- E GOOD HOPE BAPTIST CHURCH
- F DUHAN, TIMOTHY DAVID
- G STALEY, WALTER C III



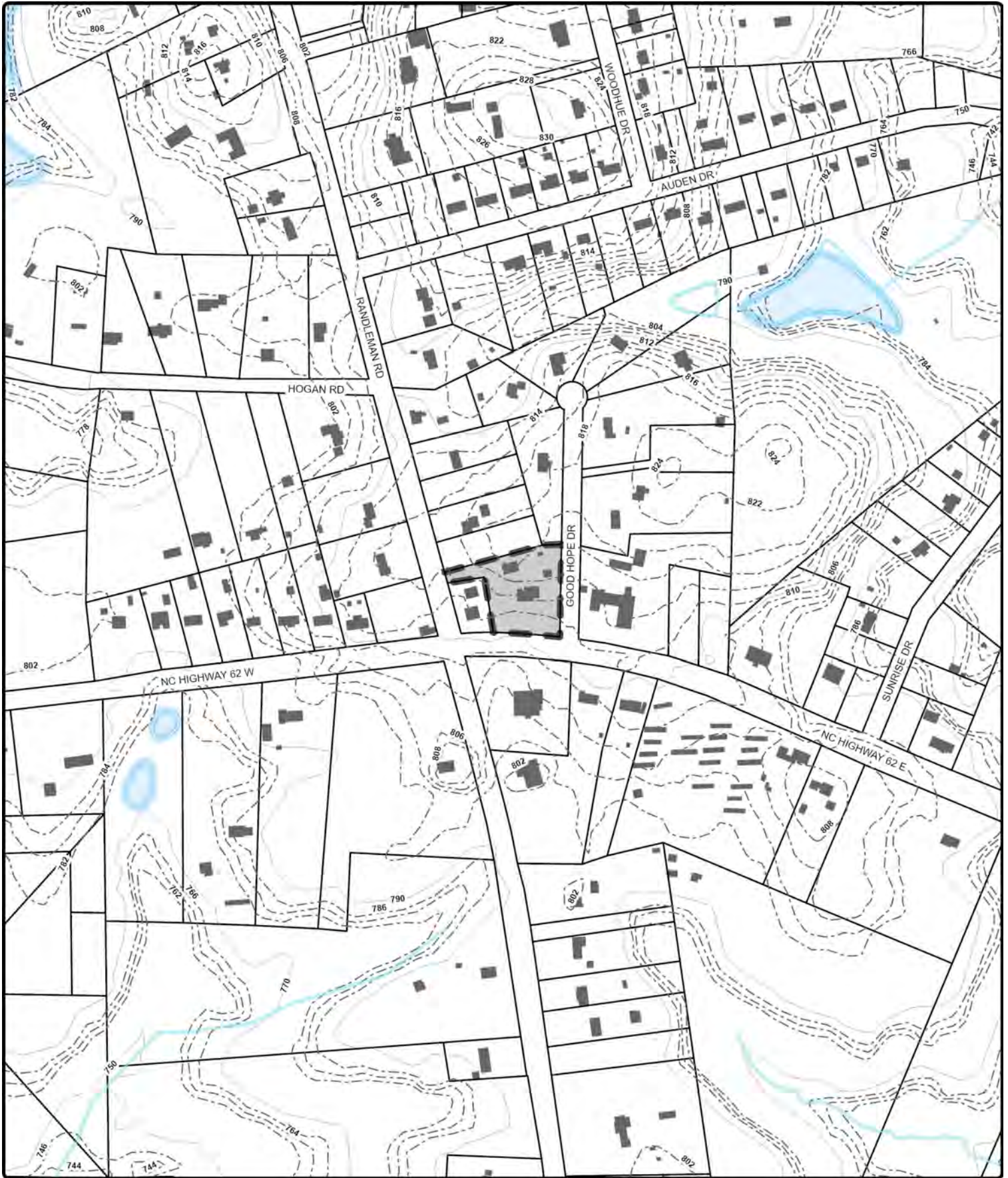
**JURISDICTION:**  
**GUILFORD COUNTY**  
 Guilford County  
 Planning & Development  
 Department

**Rezoning Case #**  
**22-02-GCPL-00876**  
**Scale: 1" = 400'**

**Map:**  
 143378





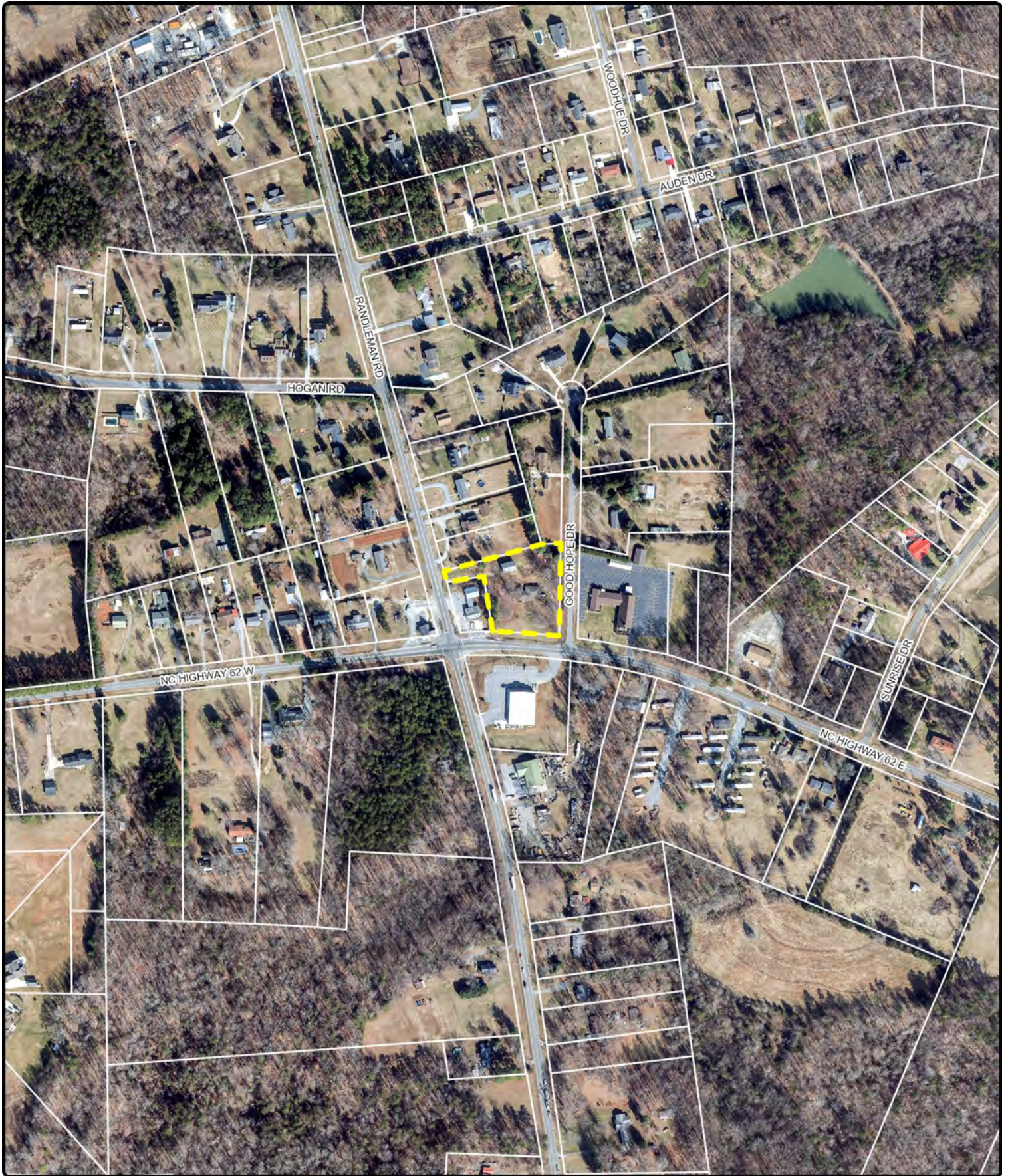


**CASE #22-02-GCPL-00876**

Scale: 1" = 400'





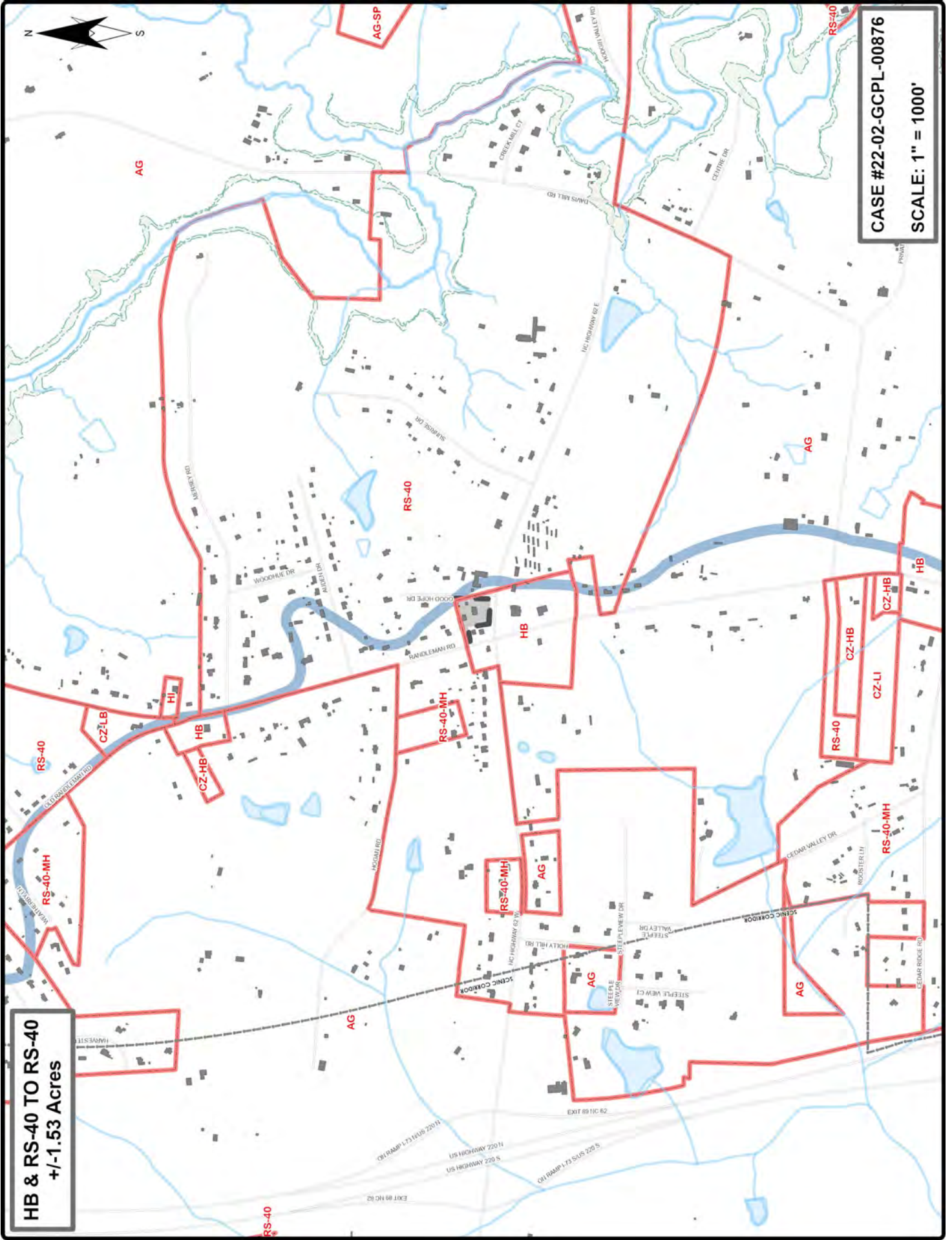


**CASE #22-02-GCPL-00876**

Scale: 1" = 400'







CASE #22-02-GCPL-00876  
SCALE: 1" = 1000'

HB & RS-40 TO RS-40  
+/-1.53 Acres

**REZONING CASE # 22-02-GCPL-00876: 105 NC HIGHWAY 62 E, HB, HIGHWAY BUSINESS AND RS-40, RESIDENTIAL SINGLE-FAMILY TO RS-40, RESIDENTIAL SINGLE-FAMILY**

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

**DECISION MATRIX**

<b>Zoning</b>	<b>Plan Consistency</b>	<b>Decision</b>
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4



**REZONING CASE # 22-02-GCPL-00876: 105 NC HIGHWAY 62 E, HB, HIGHWAY BUSINESS AND RS-40, RESIDENTIAL SINGLE-FAMILY TO RS-40, RESIDENTIAL SINGLE-FAMILY**

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

**DECISION # 1  
APPROVE-CONSISTENT  
NO PLAN AMENDMENT**

I move to **Approve** this zoning amendment located at 105 NC Highway 62 E, Guilford County Tax Parcel 143378 from **HB & RS-40** to **RS-40 ZONING DISTRICT** because:

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

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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.]*

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**REZONING CASE # 22-02-GCPL-00876: 105 NC HIGHWAY 62 E, HB, HIGHWAY BUSINESS AND RS-40, RESIDENTIAL SINGLE-FAMILY TO RS-40, RESIDENTIAL SINGLE-FAMILY**

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

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

I move to **Deny** this zoning amendment located at 105 NC Highway 62 E, Guilford County Tax Parcel 143378 from **HB & RS-40** to **RS-40 ZONING DISTRICT** because:

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

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

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**GUILFORD COUNTY  
PLANNING AND DEVELOPMENT**

**Planning Board  
Conditional Zoning  
Application**

Date Submitted: 2/9/2022 Fee \$500.00 Receipt # 163826 Case Number 22-02-GCPL-00917

**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. A pre-application meeting with Planning staff is required. Scheduling for the Planning Board agenda will be based on the determination of a complete application submittal.

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 AG zoning district to the CZ-RS-30 zoning district. Said property is located 1766, 1768 Scalesville Road Guilford County, NC in Center Grove Township; Being a total of: 39.14 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 136454 Tax Parcel # \_\_\_\_\_  
Tax Parcel # 136461 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/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.

**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 Unified Development Ordinance (UDO).
- 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 Unified Development Ordinance (UDO).



**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 4, Table 4-3-1 of the Unified Development Ordinance (UDO):

- 1) Single Family detached Dwelling
- 2) \_\_\_\_\_
- 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 Unified Development Ordinance (UDO):

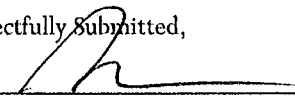
- 1) Density of properties to be limited to One Unit per acre.
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

**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,

  
 Property Owner Signature  
Russell A Ball for Phoenix Farms  
 Name  
6572 Lake Brand Rd  
 Mailing Address  
Summerfield NC 27358  
 City, State and Zip Code  
336-202-7225 Margaretball9@gmail.com  
 Phone Number Email Address

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





## GUILFORD COUNTY

### MEMORANDUM

TO: Brent Sievers, PE, FEI, PA

FROM: Guilford County Planning and Development Department  
Oliver Bass, 336-641-3578

DATE: January 26, 2022

SUBJECT: Major Subdivision Case #21-12-GCPL-10731 Arden  
Scaleville Road Sketch Plat.

On January 18, 2022, the Technical Review Committee determined that the proposed sketch plat is insufficient for rezoning consideration by the Guilford County Planning Board. A revised sketch addressing the following comments shall be submitted for staff review approval to filing the associated rezoning application.

**Planning Comments: (Oliver Bass, 641-3578)**

1. Appears to be discrepancy in boundary of adjacent parcel 136472 at the entrance from Lake Brandt Rd in GIS Data viewer. Plat shows property as split by what appears to be a right-of-way.
2. A small part of street right-of-way runs through western tip of parcel 136472 and is disconnected from Lake Brandt Road R/W.
3. All lots must be numbered in sequence.
4. Because Scalesville Road is a minor thoroughfare, direct lot access is not permitted. Lot 1 off Scalesville Rd is existing parcel 136641. Remove Lot 1 from plat or specify that it is an existing lot.
5. Provide min. 20 ft internal access to common area that fronts on Lake Brandt Road.
6. Add setback dimensions for lots fronting minor thoroughfares (Lake Brandt and Scalesville) to proposed zoning information.
7. Distinguish if MBL means Minimum or Maximum building line.
8. Indicate distance of MBLs from front or rear property lines as applicable.
9. Sidewalks required if within major pedestrian generators. See Section 8.5 of UDO for specific sidewalk requirements.
10. Stub street pavement that serves unnumbered lot adjacent to lot 19 must provide minimum 50' frontage.
11. Consider temporary turnaround and easements for stub streets that will be removed if street is extended. Would require road closing to remove otherwise.
12. Lot 1 off Lake Brandt numbering is out of sequence.
13. Add case number to future submissions.
14. Rezoning approval to RS-30 will be required.

**Building Comments: (Jim Lankford, 641-3321)**

No comments

**Watershed Comments: (Brent Gatlin, 641-3753)**

1. Watershed Data notes:
  - a. Delete "this property is located within the ??? basin" or revise statement to "This property is not located in a Water Supply Watershed."
  - b. Density calc mentions "Phase 6", but no phase lines are shown. Please clarify.
  - c. Revise Density calculation. Density calc uses 38.16 ac and 36 lots, but appears Total Project Area = 39.14 with 37 lots based on other info reported and per GIS data for the 2 tracts indicated for the project. Revise as appropriate.
2. There are mapped streams not shown on sketch plan. Provide final wetlands & streams report with DEQ and USACE determinations agreeing with report prior to prelim plat approval. Otherwise, show all mapped streams with 50' riparian buffers.
3. Existing wetlands per PEI stream and wetland report are not shown on the sketch plan. Show wetlands and wetland impacts. Provide copy of 401/404 permitting prior to grading permit approval by EC Section.
4. The following items will be required for Watershed Section review prior to approval of Prelim Plat.
  - a. Stormwater Conveyance System design layout including proposed topo, pipes, storm structures, swales, and culverts with associated drainage areas and easements.
  - b. Stream & Wetland Determinations (see Comment 2).
5. The following items will be required for Watershed Section review and approval prior to issuance of Grading Permit by the Erosion Control Section.
  - a. Site CDs including Grading & Drainage Plan with complete Stormwater Conveyance System design and limits of disturbance.
  - b. Stormwater Conveyance System Calculations Report.
  - c. Buffer Authorization for impacts to riparian buffers. (if required)
  - d. Provide copies of 401/404 approvals from NCDEQ & USACE.
6. [Advisory Comment for future prelim plat and Site CD submissions]: See DEQ Stormwater Design Manual Section E-1 and 15A NCAC 2H .1003 Design Requirements for Low Density Projects. Vegetative conveyances should be used in lieu of storm piping to extents feasible. A minimal amount of storm piping can be used when it cannot be avoided for driveways or culverts under roads. Maintain natural drainage patterns to extents feasible.
  - a. Appears pipes from YI 1 to YI 3, YI 5 to YI 3 could be removed and vegetative conveyances utilized.



- b. Appears YI 9 could discharge towards Lot 7 and YI 6 or 7 to Lot 5 where natural drainage patterns can be utilized or vegetated swales cut in. YI 8 is currently shown at a high point.

**Community Services Comments: (Clyde Harding, 336-641-3792)**

No comments

**GIS Addressing: (Martine Kamabu, 336-641-5611)**

1. Names for roads A, B and C will need to be approved by addressing.

**Environmental Health Comments: (John Nykamp, 641-4807)**

**ADVISORY NOTE:** If remote nitrification field areas are to be used, the specific areas must be shown on the map submitted to Environmental Health for Soil Evaluations.

**ADVISORY NOTE:** Private Sewer Line Access and Maintenance Easement must be a minimum of 15' in width. The supply lines must be placed at least 5 feet from the edge of the easement; i.e. the middle 5 feet. The supply lines must also have a separation from each other that is equal to the diameter of the pipe. A fee of \$200 for each off-site septic area will be collected when the Improvement Permit is issued.

**ADVISORY NOTE:** Off-site septic systems must comply with 15A NCAC 18A .1900 "SEWAGE TREATMENT AND DISPOSAL SYSTEMS" and IWWS 2016-01

**ADVISORY NOTE:** Remote nitrification field areas shall be accessible via the dedicated access easement and shall be of sufficient size to allow for the passage of equipment normally used to install, inspect, operate, and maintain the system.

**Fire Marshal: (Michael Townsend, 641-6541)**

1. Street signs shall be posted before home construction starts.

**NCDOT Comments: (Bobby Norris, 487-0100)**

1. A driveway permit will be required for both accesses (Scalesville Rd. and Lake Brandt Rd.).
2. Both accesses may be subject to turning lanes.



**CONDITIONAL ZONING CASE # 22-02-GCPL-00917: 1766 & 1768 SCALESVILLE ROAD, AG, AGRICULTURAL TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

**Property Information**

Located on the north side of Scalesville Road near intersection of Lake Brandt Road, Guilford County Tax Parcels 136454 and 136461, approximately 39.14 acres.

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

**Nature of the Request**

This is a request to Conditionally Zone property from AG to CZ-RS-30. The applicant proposes the following Use Condition: (1) Single-family detached dwelling; and Development Conditions: (Density of properties to be limited to one unit per acre (1 du/ac). Application includes an attached Sketch Plan. Applicant, Russell A. Ball for Phoenix Farms, LLC. The original sketch plan was reviewed by the Technical Review Committee with comments (See letter attached). The Sketch Plan included in the application was resubmitted to address these comments.

**District Descriptions**

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

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

A Conditional Zoning, bearing the designation CZ, is established as a companion district for every district established in the Unified Development Ordinance. 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 a predominantly single-family residential area with major and minor single-family subdivisions.

**Existing Land Use(s) on the Property:** Large acre residential and single-family residential.

**Surrounding Uses:**

North: Rural single-family residential

South: Low-density and Rural single-family residential

East: Large acre single-family

West: Major single-family residential subdivision in Town of Summerfield

**Historic Properties:** The Spencer House is located near the property. This request, if approved, will not be impacted.

**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

### Public School Facilities:

Zoning Case 22-02-GCPL-00917				
Guilford County				
Schools Serving	Built Capacity 2021-22	2021-22 20th Day Projection	Mobile Classrooms	Estimated Additional Students
Northern Guilford Elementary	670	637	3	11-13
Northern Guilford Middle School	1152	828	0	6-8
Northern Guilford High School	1370	1319	0	5-7
Remarks: With the implementation of General Statute 115C-301 mandating reduced K-3 class sizes, elementary schools will experience annual reductions in capacity through 2021-22. Elementary built capacity assumes reduced K-3 class sizes per applicable core academic classroom as of the stated year. Middle and high school built capacity assumes 30 students per core academic classroom.				

### Emergency Response:

Fire Protection District: Summerfield FDSP

Miles from Fire Station: Approximately 0.1 miles

### Water and Sewer Services:

Provider: Private Septic Systems and Wells

Within Service Area: No

Feasibility Study or Service Commitment: No

### Transportation:

Existing Conditions: Scalesville Road is classified a minor thoroughfare under Guilford County CTP. Traffic count is 1900 ADT on Lake Brandt Rd just north of Scalesville Rd.

Proposed Improvements: Subject to NCDOT Driveway Permit

Projected Traffic Generation: Est. 10 ADT/dwelling

## Environmental Assessment

**Topography:** Gently sloping and moderately sloping.

**Regulated Floodplain/Wetlands:**

There is no regulated floodplain on the property. There are wetlands on the property according to the environmental consultant's report and confirmed by the Army Corps of Engineers.

**Streams and Watershed:**

There are multiple mapped streams on the property. The property is not located in a Water Supply Watershed.

## Land Use Analysis

**Land Use Plan:** Northern Lakes Area Plan (2016)

**Plan Recommendation:** AG Rural Residential

**Consistency:**

The requested action is consistent with the recommendation of the Northern Lakes Area Plan. The AG Rural Residential (AGRR) is intended to accommodate large-lot residential development, and low-density residential subdivisions with densities not to exceed two (2) units per acre. The maximum density proposed is 1 du/ac. Anticipated land uses are those permitted in the RS-30 Residential Single-Family zoning districts.

## Recommendation

**Staff Recommendation:** Staff recommends approval.

The requested action is reasonable and in the public interest because it is consistent with the recommendation of the Northern Lakes Area Plan. The uses permitted is consistent with the uses in the general area of the parcels. The proposed zoning would expand housing opportunities in Guilford County.

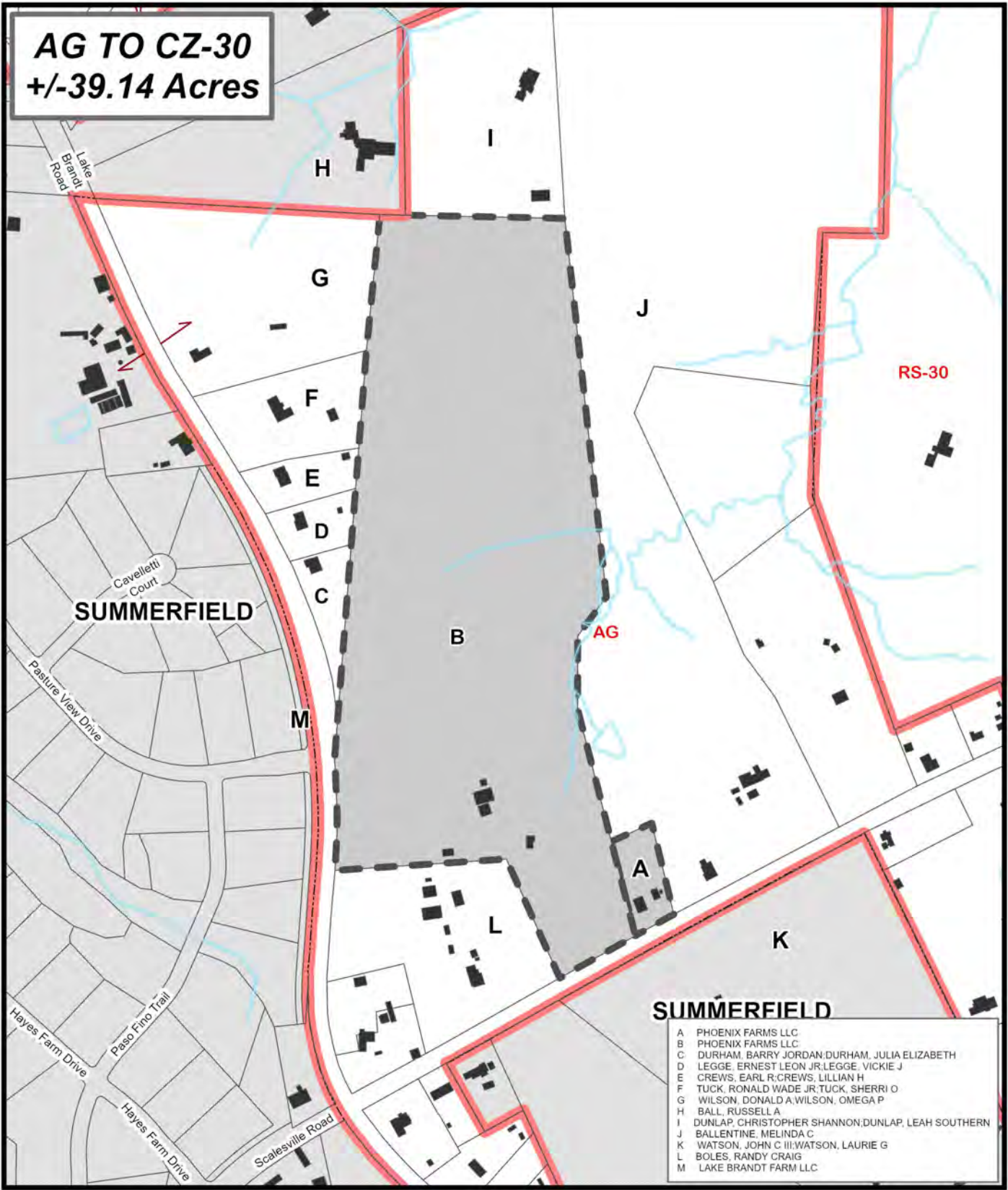
**Area Plan Amendment Recommendation:**

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

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**AG TO CZ-30  
+/-39.14 Acres**



- A PHOENIX FARMS LLC
- B PHOENIX FARMS LLC
- C DURHAM, BARRY JORDAN; DURHAM, JULIA ELIZABETH
- D LEGGE, ERNEST LEON JR.; LEGGE, VICKIE J
- E CREWS, EARL R.; CREWS, LILLIAN H
- F TUCK, RONALD WADE JR.; TUCK, SHERRI O
- G WILSON, DONALD A.; WILSON, OMEGA P
- H BALL, RUSSELL A
- I DUNLAP, CHRISTOPHER SHANNON; DUNLAP, LEAH SOUTHERN
- J BALLENTINE, MELINDA C
- K WATSON, JOHN C III; WATSON, LAURIE G
- L BOLES, RANDY CRAIG
- M LAKE BRANDT FARM LLC



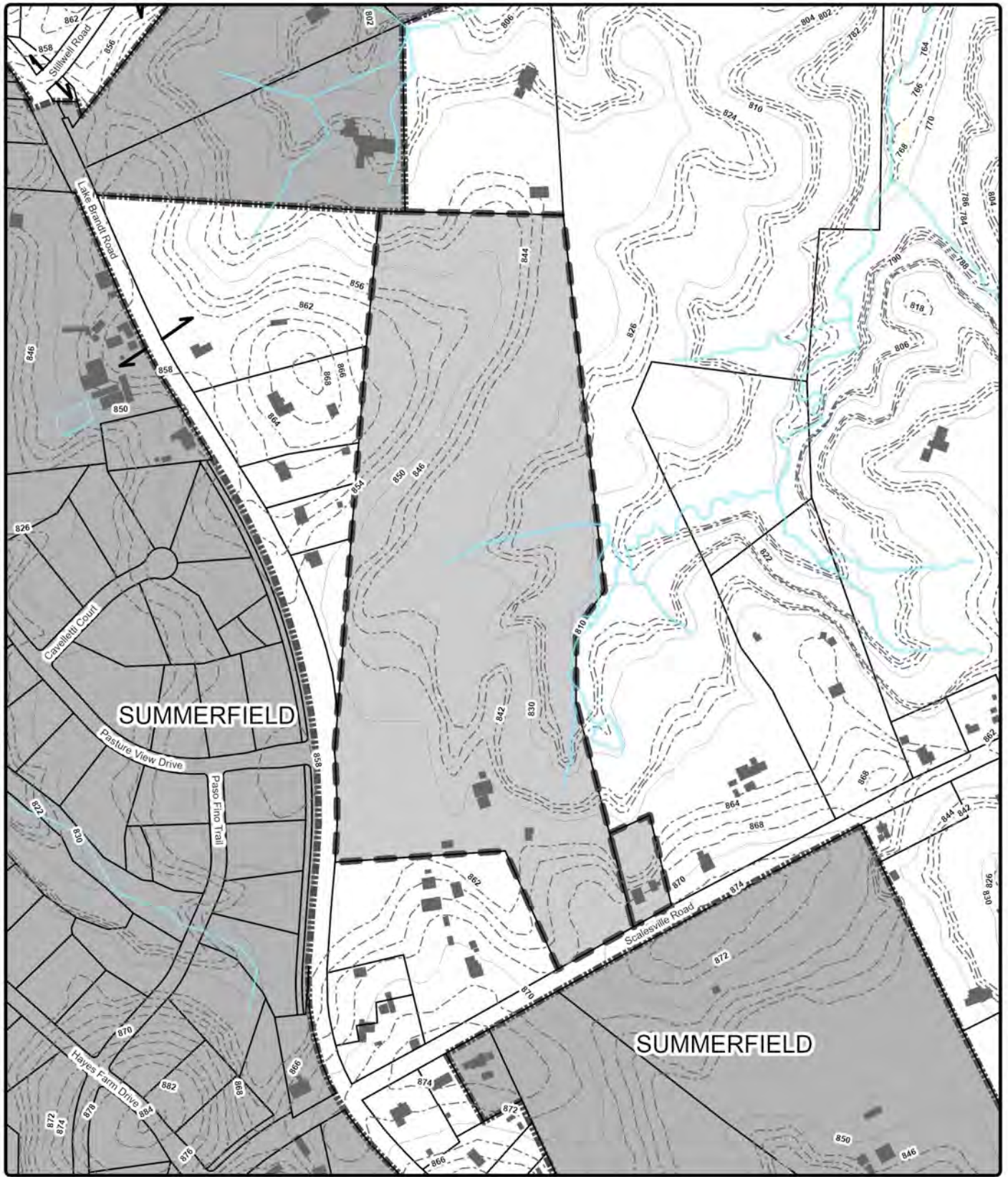
**JURISDICTION:**  
**GUILFORD COUNTY**  
 Guilford County  
 Planning & Development  
 Department

**Rezoning Case #**  
**22-02-GCPL-00917**  
**Scale: 1" = 400'**

**Map:**  
 136454  
 136461





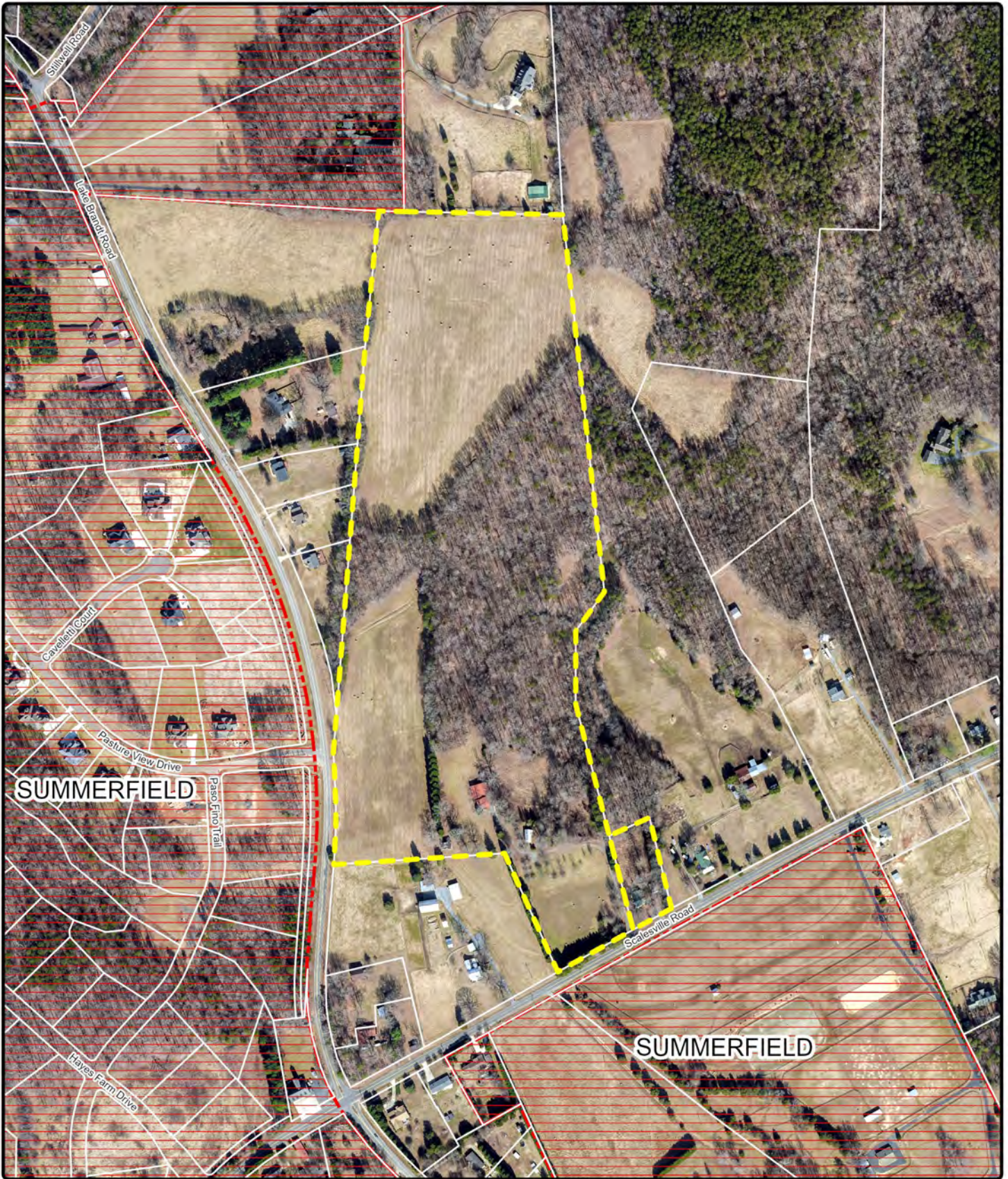


**CASE #22-02-GCPL-00917**

Scale: 1" = 400'





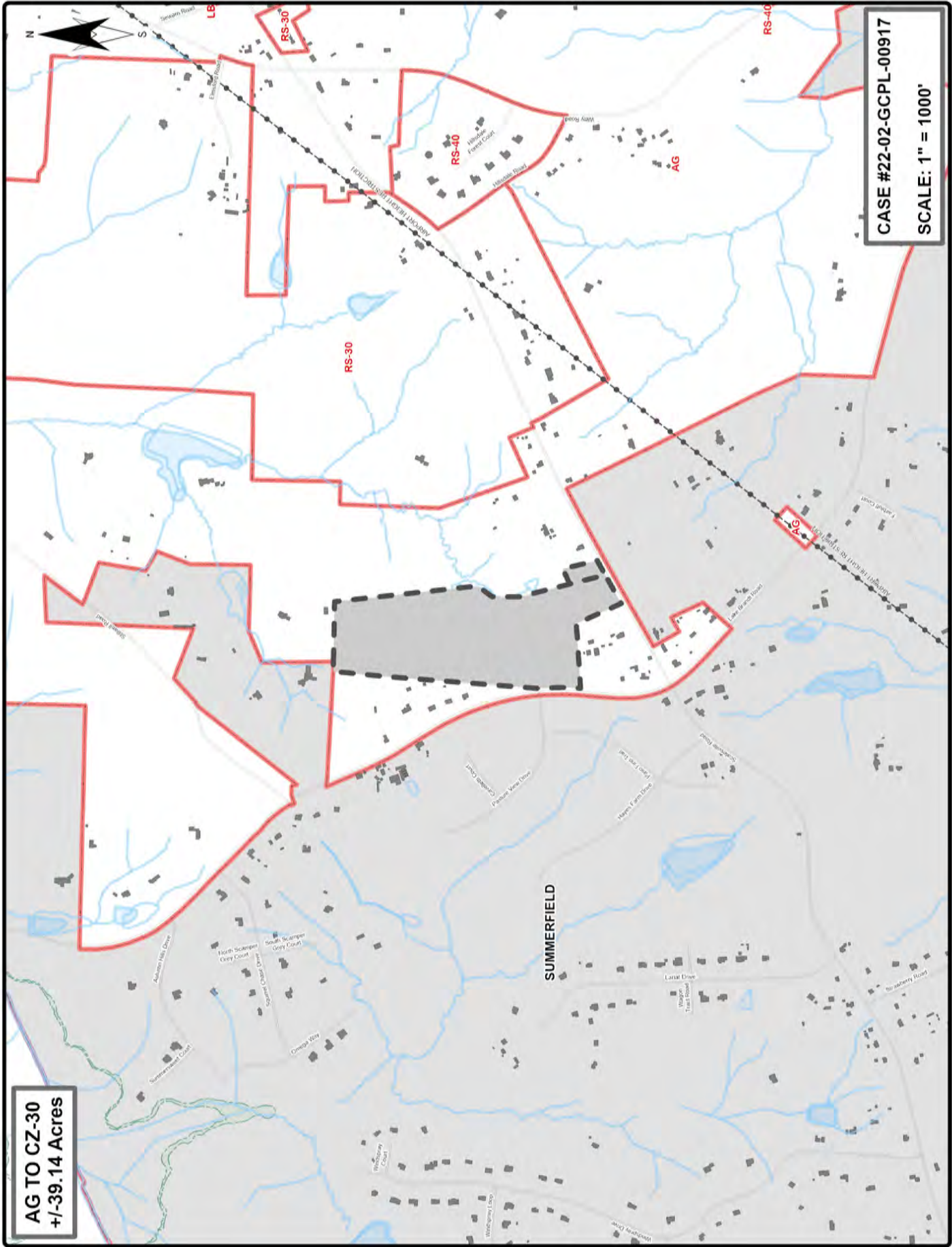


**CASE #22-02-GCPL-00917**

Scale: 1" = 400'







**AG TO CZ-30  
+/-39.14 Acres**

**CASE #22-02-GCPL-00917  
SCALE: 1" = 1000'**

**SUMMERFIELD**



**CONDITIONAL ZONING CASE # 22-02-GCPL-00917: 1766 & 1768 SCALESVILLE ROAD,  
AG, AGRICULTURAL TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-  
FAMILY**

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

**DECISION MATRIX**

<b>Zoning</b>	<b>Plan Consistency</b>	<b>Decision</b>
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4

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**CONDITIONAL ZONING CASE # 22-02-GCPL-00917: 1766 & 1768 SCALESVILLE ROAD, AG, AGRICULTURAL TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

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

**DECISION # 1  
APPROVE-CONSISTENT  
NO PLAN AMENDMENT**

I move to **Approve** this zoning amendment located at 1766 & 1768 Scalesville Road, Guilford County Tax Parcels 136454 and 136461 from **AGRICULTURAL (AG)** to **CONDITIONAL ZONING-RESIDENTIAL (CZ-RS-30) ZONING DISTRICT** because:

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

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- 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.]*

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**CONDITIONAL ZONING CASE # 22-02-GCPL-00917: 1766 & 1768 SCALESVILLE ROAD, AG, AGRICULTURAL TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

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

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

I move to **Deny** this zoning amendment located at 1766 & 1768 Scalesville Road, Guilford County Tax Parcels 136454 and 136461 from **AGRICULTURAL (AG)** to **CONDITIONAL ZONING-RESIDENTIAL (CZ-RS-30) ZONING DISTRICT** 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.]*

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

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**CONDITIONAL ZONING CASE # 22-02-GCPL-00917: 1766 & 1768 SCALESVILLE ROAD, AG, AGRICULTURAL TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

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

**DECISION #3  
APPROVE-INCONSISTENT  
PLAN AMENDMENT**

I move to **Approve** this zoning amendment located at 1766 & 1768 Scalesville Road, Guilford County Tax Parcels 136454 and 136461 from **AGRICULTURAL (AG)** to **CONDITIONAL ZONING-RESIDENTIAL (CZ-RS-30) ZONING DISTRICT** because:

- 1. This approval also amends the **Northern Lakes Area Plan**. [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.]*

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- 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.]*

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**CONDITIONAL ZONING CASE # 22-02-GCPL-00917: 1766 & 1768 SCALESVILLE ROAD, AG, AGRICULTURAL TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

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

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

I move to **Deny** this zoning amendment located at 1766 & 1768 Scalesville Road, Guilford County Tax Parcels 136454 and 136461 from **AGRICULTURAL (AG)** to **CONDITIONAL ZONING-RESIDENTIAL (CZ-RS-30) ZONING DISTRICT** because:

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

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

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# GUILFORD COUNTY PLANNING AND DEVELOPMENT

## Planning Board Conditional Zoning Application

Date Submitted: 2/8/22 Fee \$500.00 Receipt # 163762 Case Number 22-02-GCAL-00845

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. A pre-application meeting with Planning staff is required. Scheduling for the Planning Board agenda will be based on the determination of a complete application submittal.

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 AG/RS-40/PI/UNZONED zoning district to the C2 CU-RS-30 zoning district. Said property is located 8424 FAIRGROVE CHURCH ROAD in MONROE Township; Being a total of: 66.76 acres.

Further referenced by the Guilford County Tax Department as:

Tax Parcel # 1 2 8 4 2 7

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/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.

### 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 Unified Development Ordinance (UDO).
- 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 Unified Development Ordinance (UDO).





**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 4, Table 4-3-1 of the Unified Development Ordinance (UDO):

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 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 Unified Development Ordinance (UDO):

- 1) IDU/ACRE \_\_\_\_\_
- 2) \_\_\_\_\_
- 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,

Prop 2409465W10P44G00

**Cynthia A. Bowman Martin**

Name

**411 Furches St.**

Mailing Address

**Raleigh, NC 27607**

City, State and Zip Code

**CBMartin62@gmail.com**

Phone Number

Email Address

Owner / Representative / Applicant Signature (if applicable)

**TONY G. JOHNSON**

Name

**3714 ALLIANCE DRIVE, STE 300**

Mailing Address

**GREENSBORO, NC 27407**

City, State and Zip Code

**(336) 834-3383**

**TONY.JOHNSON@MJDEVELOPERS.COM**

Phone Number

Email Address



**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 4, Table 4-3-1 of the Unified Development Ordinance (UDO):

- 1) \_\_\_\_\_  
\_\_\_\_\_
- 2) \_\_\_\_\_  
\_\_\_\_\_
- 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 Unified Development Ordinance (UDO):

- 1) 1DU/ACRE  
\_\_\_\_\_
- 2) \_\_\_\_\_  
\_\_\_\_\_
- 3) \_\_\_\_\_  
\_\_\_\_\_
- 4) \_\_\_\_\_  
\_\_\_\_\_

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**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 filling 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,

Jacen W. Busick  
Property Owner Signature  
JACEN W. BUSICK  
Name  
101 COLONY CT  
Mailing Address  
RANDLEMAN, NC 27317  
City, State and Zip Code  
336-339-1844 Jbusick@Northstate.net  
Phone Number Email Address

Tony G. Johnson  
Owner/ Representative/ Applicant Signature (If applicable)  
TONY G. JOHNSON  
Name  
3714 ALLIANCE DRIVE, STE 300  
Mailing Address  
GREENSBORO, NC 27407  
City, State and Zip Code  
(336) 834-3383 TONY.JOHNSON@MJDEVELOPERS.COM  
Phone Number Email Address



**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 4, Table 4-3-1 of the Unified Development Ordinance (UDO):

- 1) \_\_\_\_\_  
\_\_\_\_\_
- 2) \_\_\_\_\_  
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- 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 Unified Development Ordinance (UDO):

- 1) IDU/ACRE \_\_\_\_\_  
\_\_\_\_\_
- 2) \_\_\_\_\_  
\_\_\_\_\_
- 3) \_\_\_\_\_  
\_\_\_\_\_
- 4) \_\_\_\_\_  
\_\_\_\_\_

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**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,

*Darwin E. Bowman*

Property Owner Signature

DARWIN E. BOWMAN

Name

607 NE 6TH STREET, APT. B

Mailing Address

BLUE SPRINGS, MO 64014-2992

City, State and Zip Code

425-361-5970

Phone Number

*dbowman@fdic.gov*

Email Address

*Tony G. Johnson*

Owner / Representative / Applicant Signature (if applicable)

TONY G. JOHNSON

Name

3714 ALLIANCE DRIVE, STE 300

Mailing Address

GREENSBORO, NC 27407

City, State and Zip Code

(336) 834-3383

Phone Number

TONY.JOHNSON@MJDEVELOPERS.COM

Email Address

**CONDITIONAL ZONING CASE # 22-02-GCPL-00845: 8424 FAIRGROVE CHURCH ROAD, AG, AGRICULTURAL; PI, PUBLIC AND INSTITUTIONAL, RS-40, SINGLE-FAMILY RESIDENTIAL AND UN-ZONED TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

**Property Information**

Located on the south side of Fairgrove Church Road at the southwest intersection Brooks Lake Road, part of Guilford County Tax Parcel 128427, approximately 66.76 acres.

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

**Nature of the Request**

This is a request to Conditionally Zone property from partially zoned AG, PI, RS-40 and Un-zoned (approx. 11.2 acres) to CZ-RS-30. The applicant proposes the following Development Conditions: (1) 1 du/acre. No use condition is proposed, and no sketch plan was submitted with the application. Applicants: Cynthia A. Bowman Martin, Jason W. Busick, and Darwin E. Bowman.

**District Descriptions**

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

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

The district is intended to accommodate mid to large-sized, campus-style development semi-public and institutional controlled by a single entity. A master plan should be prepared for these uses which address access, circulation, site layout, architectural cohesion, parking, lighting, open space and other factors.

Conditional Zoning, bearing the designation CZ, is established as a companion district for every district established in the Unified Development Ordinance. 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 a predominantly single-family residential area of individual lots or subdivisions.

**Existing Land Use(s) on the Property:** Single-family home, Agricultural

**Surrounding Uses:**

North: Agricultural (In Rockingham County)

South: Single-family subdivision (RS-40), Single-family lots

East: Single-family residential subdivision and Public/Institutional

West: Agricultural and Single-family lots

**Historic Properties:** An early 20<sup>th</sup>-century house located on the property is listed in the Historic Resource Inventory but is not regulated as a designated landmark.

**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

**Public School Facilities:**

Zoning Case 22-02-GCPL-00845				
Guilford County				
Schools Serving	Built Capacity 2021-22	2021-22 20th Day Projection	Mobile Classrooms	Estimated Additional Students
Monticello-Brown Summit Elementary	747	295	0	15-17
Northeast Guilford Middle School	1110	766	8	8-10
Northeast Guilford High School	966	955	19	7-9
Remarks: With the implementation of General Statute 115C-301 mandating reduced K-3 class sizes, elementary schools will experience annual reductions in capacity through 2021-22. Elementary built capacity assumes reduced K-3 class sizes per applicable core academic classroom as of the stated year. Middle and high school built capacity assumes 30 students per core academic classroom.				

**Emergency Response:**

Fire Protection District: Northeast FPSD

Miles from Fire Station: Approximately 2 miles

**Water and Sewer Services:**

Provider: Private Septic Systems and Wells

Within Service Area: No

Feasibility Study or Service Commitment: No

**Transportation:**

Existing Conditions: Fairgrove Church Rd is a Collector Street with 610 ADT

Proposed Improvements: Subject to NCDOT driveway permit

Projected Traffic Generation: 10 ADT per single-family dwelling

## 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:**

The property is not located in a Water Supply Watershed, there are multiple mapped streams on the property as well as a pond toward the southern property line.

## Land Use Analysis

**Land Use Plan:** Northern Lakes Area Plan (2016)

**Plan Recommendation:** AG Rural Residential

**Consistency:**

The requested action is consistent with the recommendation of the Comprehensive Plan. The AG Rural Residential (AGRR) classification is intended to accommodate large-lot residential development, and low-density residential subdivisions. Anticipated land uses include those permitted in the RS-30 zoning district.

## Recommendation

**Staff Recommendation:** Staff recommends approval.

The requested action is reasonable and in the public interest because it is consistent with the recommendation in the Northern Lakes Area Plan. The general area is substantially developed as low-density (less than 2 du/ac) single-family residential subdivisions. The rezoning will expand housing opportunities for citizens in Guilford County.

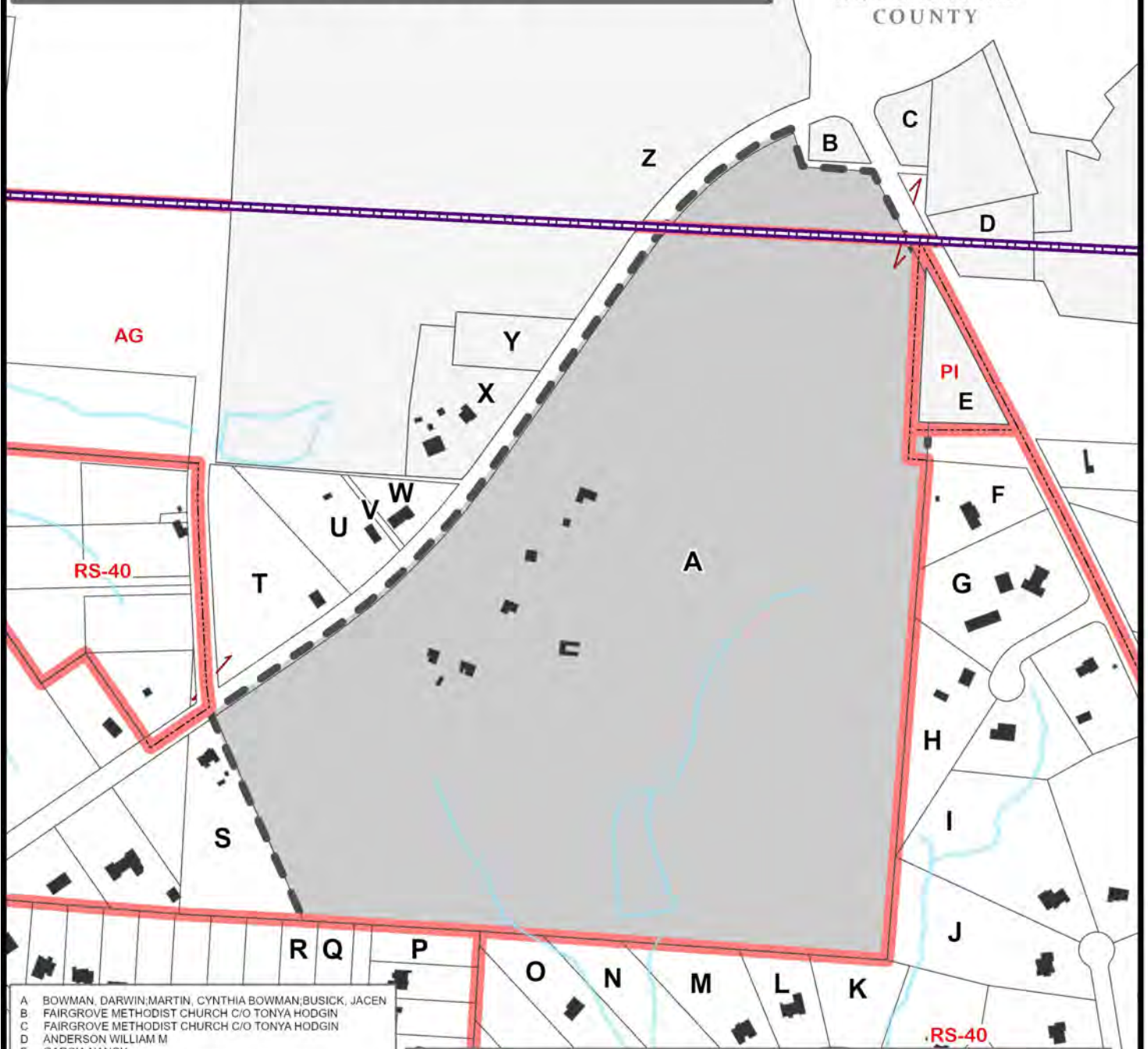
**Area Plan Amendment Recommendation:**

The proposed Conditional Zoning is consistent with the Northern Lakes Area Plan land use classification of AG Rural Residential, thus if approved, no plan amendment would be required. The Northern Lakes Area Plan boundary and AG Rural Residential land use classification should be extended to the un-zoned portion.

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# AG, PI & RS-40, Unzoned TO CZ-RS-30 +/-66.76 Acres

ROCKINGHAM COUNTY



- A BOWMAN, DARWIN; MARTIN, CYNTHIA BOWMAN; BUSICK, JACEN
- B FAIRGROVE METHODIST CHURCH C/O TONYA HODGIN
- C FAIRGROVE METHODIST CHURCH C/O TONYA HODGIN
- D ANDERSON WILLIAM M
- E GARCIA NANCY
- F WINSLOW, BENJAMIN G; ROBINSON, VICTORIA A
- G CHANDLER, VICTOR D
- H SMITH, HUGH HENRY JR; SMITH, SANDRA B
- I BROOKS, DANA N VALDES
- J BROWER, HARRY JAMES JR
- K RAIFORD, ELIZABETH FERGUSON; RAIFORD, RICHARD S SR
- L BEST, DURWOOD N; BEST, DESIREE F
- M WILLIAMS, MARTEZ L; WILLIAMS, DIONNE M
- N PATTON, DAVID A; PATTON, SHERYL M
- O HARBISON, TILESHIA D; HARBISON, WESLEY L
- P BROWN, DESMOND S; BROWN, JEAN E

- Q RINGER, NIKOLE; RINGER, JAMIE
- R DEATHERAGE, PHILLIP; DEATHERAGE, LINDA
- S MOSER, BRIAN; REID, RACHEL
- T WHITSETT, HARRY HEIRS 50; WHITSETT, HARRY HEIRS 50; WHITSETT, HARVEY HEIRS; FRINK, OPHELIA HEIRS; WATLINGTON, BERNICE HEIRS; ALLEN, REBECCA HEIRS; WHITSETT, AZZIE HEIRS; RICHARDSON, OLIVIA HEIRS
- U SHINN, KAREN L
- V COWLES, MICHAEL ALLAN
- W COWLES, MICHAEL ALLAN
- X PAGE HARRY LEE
- Y PAGE HARRY LEE
- Z ROBERTS BOBBY JOE JR; ROBERTS PATRICIA



**JURISDICTION:**  
**GUILFORD COUNTY**  
 Guilford County  
 Planning & Development  
 Department

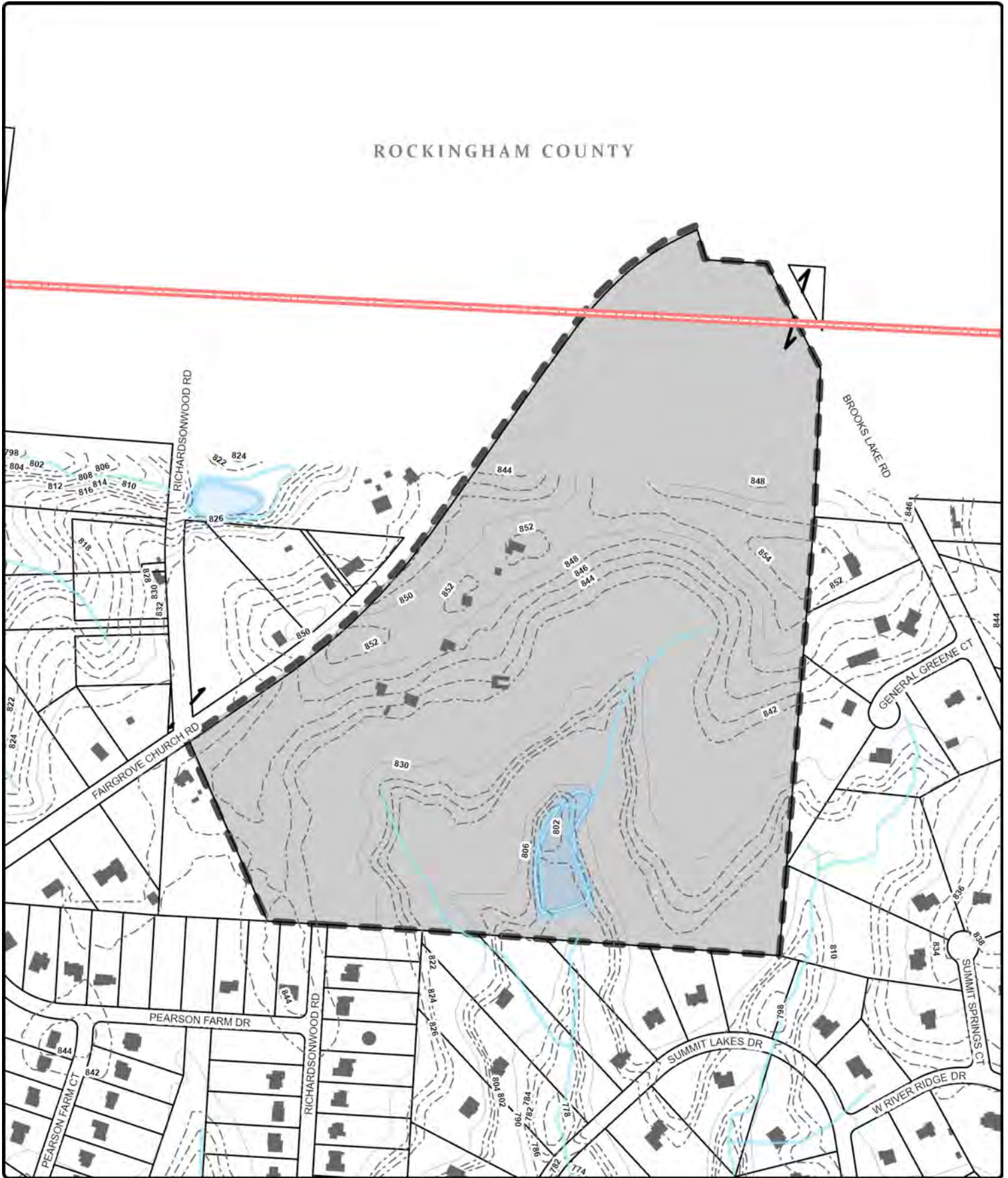
**Rezoning Case #**  
**22-02-GCPL-00845**  
**Scale: 1" = 400'**

**Map:**  
 128427





ROCKINGHAM COUNTY



**CASE #22-02-GCPL-00845**

Scale: 1" = 400'





ROCKINGHAM COUNTY



**CASE #22-02-GCPL-00845**

Scale: 1" = 400'

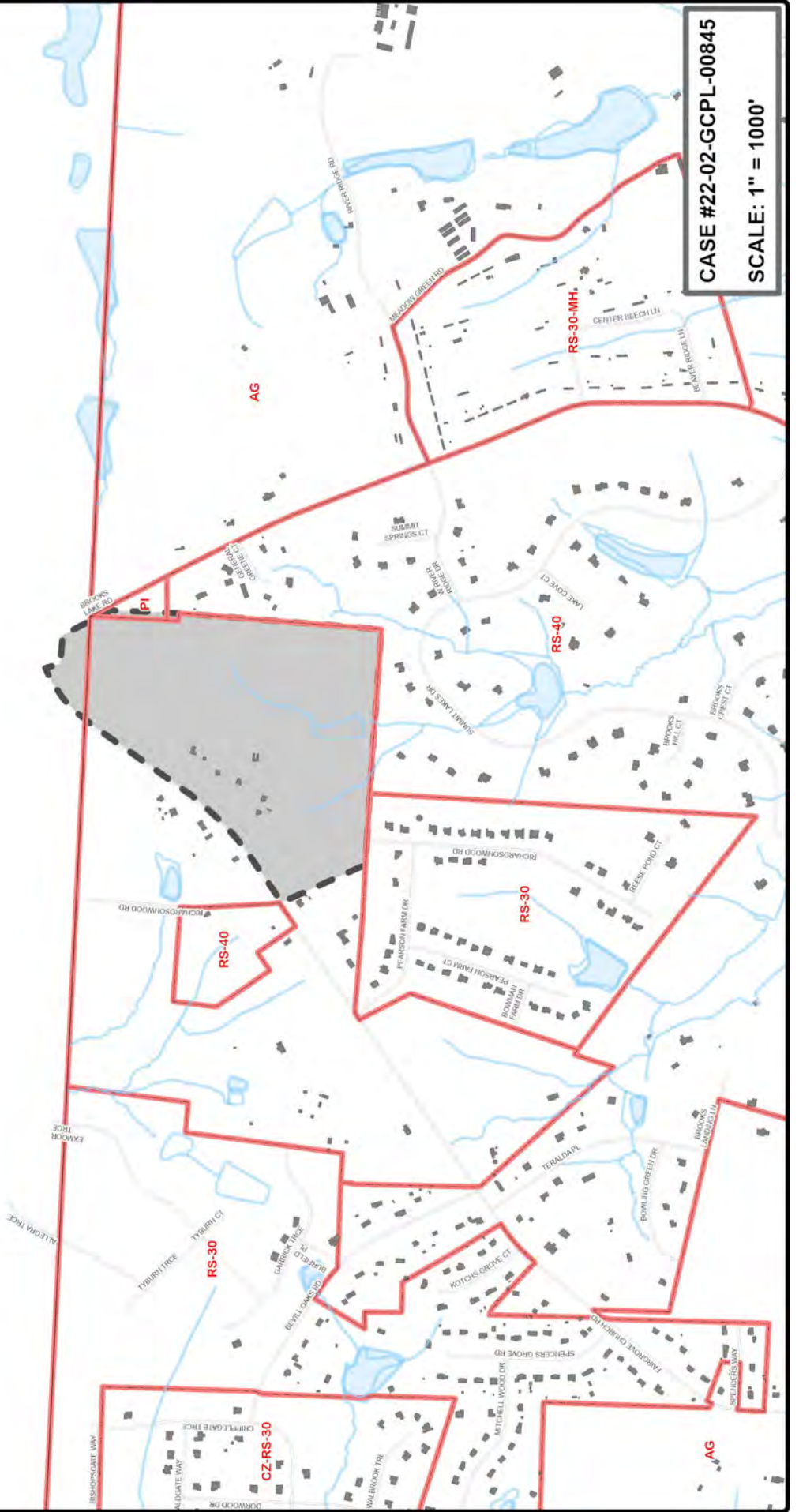




**AG, PI & RS-40, Unzoned To CZ-RS-30  
+/-66.76 Acres**



ROCKINGHAM  
COUNTY



**CASE #22-02-GCPL-00845**  
**SCALE: 1" = 1000'**

**CONDITIONAL ZONING CASE # 22-02-GCPL-00845: 8424 FAIRGROVE CHURCH ROAD,  
AG, AGRICULTURAL; PI, PUBLIC AND INSTITUTIONAL, RS-40, SINGLE-FAMILY  
RESIDENTIAL AND UN-ZONED TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL,  
SINGLE-FAMILY**

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

**DECISION MATRIX**

<b>Zoning</b>	<b>Plan Consistency</b>	<b>Decision</b>
Approve	Consistent	#1
Deny	Inconsistent	#2
Approve	Inconsistent	#3
Deny	Consistent	#4



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**CONDITIONAL ZONING CASE # 22-02-GCPL-00845: 8424 FAIRGROVE CHURCH ROAD, AG, AGRICULTURAL; PI, PUBLIC AND INSTITUTIONAL, RS-40, SINGLE-FAMILY RESIDENTIAL AND UN-ZONED TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

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

**DECISION # 1  
APPROVE-CONSISTENT  
NO PLAN AMENDMENT**

I move to **Approve** this zoning amendment located at 8424 Fairgrove Church Road, part of Guilford County Tax Parcel 128427 from partially zoned **AGRICULTURE (AG), PUBLIC INSTITUTIONAL (PI), SINGLE-FAMILY RESIDENTIAL (RS-40) and UN-ZONED to CONDITIONAL ZONING-RESIDENTIAL (CZ-RS-30) ZONING DISTRICT** because:

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

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- 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.]*

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**CONDITIONAL ZONING CASE # 22-02-GCPL-00845: 8424 FAIRGROVE CHURCH ROAD, AG, AGRICULTURAL; PI, PUBLIC AND INSTITUTIONAL, RS-40, SINGLE-FAMILY RESIDENTIAL AND UN-ZONED TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

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

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

I move to **Deny** this zoning amendment located at 8424 Fairgrove Church Road, part of Guilford County Tax Parcel 128427 from partially zoned **AGRICULTURE (AG), PUBLIC INSTITUTIONAL (PI), SINGLE-FAMILY RESIDENTIAL (RS-40)** and **UN-ZONED** to to **CONDITIONAL ZONING-RESIDENTIAL (CZ-RS-30) ZONING DISTRICT** 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.]*

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

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**CONDITIONAL ZONING CASE # 22-02-GCPL-00845: 8424 FAIRGROVE CHURCH ROAD, AG, AGRICULTURAL; PI, PUBLIC AND INSTITUTIONAL, RS-40, SINGLE-FAMILY RESIDENTIAL AND UN-ZONED TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

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

**DECISION #3  
APPROVE-INCONSISTENT  
PLAN AMENDMENT**

I move to **Approve** this zoning amendment located at 8424 Fairgrove Church Road, part of Guilford County Tax Parcel 128427 from partially zoned **AGRICULTURE (AG), PUBLIC INSTITUTIONAL (PI), SINGLE-FAMILY RESIDENTIAL (RS-40) and UN-ZONED** to to **CONDITIONAL ZONING-RESIDENTIAL (CZ-RS-30) ZONING DISTRICT** because:

- 1. This approval also amends the **Northern Lakes Area Plan**. [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.]*

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- 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.]*

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**CONDITIONAL ZONING CASE # 22-02-GCPL-00845: 8424 FAIRGROVE CHURCH ROAD, AG, AGRICULTURAL; PI, PUBLIC AND INSTITUTIONAL, RS-40, SINGLE-FAMILY RESIDENTIAL AND UN-ZONED TO CZ-RS-30, CONDITIONAL ZONING-RESIDENTIAL, SINGLE-FAMILY**

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

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

I move to **Deny** this zoning amendment located at 8424 Fairgrove Church Road, part of Guilford County Tax Parcel 128427 from partially zoned **AGRICULTURE (AG), PUBLIC INSTITUTIONAL (PI), SINGLE-FAMILY RESIDENTIAL (RS-40)** and **UN-ZONED** to to **CONDITIONAL ZONING-RESIDENTIAL (CZ-RS-30) ZONING DISTRICT** because:

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

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- 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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