



**Town of Cornelius  
Planning Board/Board of Adjustment**

**Agenda  
February 10, 2020  
6:30 PM  
Room 203**

**Pre-Meeting**

**A.** 5:30pm Training Room 203

- 1. Call To Order**
- 2. Determination of Quorum**
- 3. Approval of Minutes**
  - A.** January 13, 2020 Minutes
- 4. Consideration of Approval**
  - A.** Built Upon Area Averaging Certificate Application
- 5. Old Business**
- 6. New Business**
- 7. Next Meeting**
- 8. Adjournment**

## REQUEST FOR BOARD ACTION

 [Print](#)

**Date of Meeting:** February 10, 2020

**To:** Chair and Planning Board Members

**From:** Summer Smigelski, Planning Admin.

**Action Requested:**

Staff will pick up on the School of Government Training Module where we left off. The training will begin at 5:30pm, dinner provided. We will take a break at 6:20pm and then reconvene for the regular agenda at 6:30pm in Room 203.

**Manager's Recommendation:**

**ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		

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## REQUEST FOR BOARD ACTION

 [Print](#)

**Date of Meeting:** February 10, 2020

**To:** Chair and Planning Board Members

**From:** Summer Smigelski, Planning Admin.

**Action Requested:**

Review and Approve Minutes

**Manager's Recommendation:**

Approval

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">Minutes_01132020_Draft_-_Copy.docx</a>	January 13, 2020 Minutes	Backup Material

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Minutes

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**TOWN OF CORNELIUS PLANNING BOARD**

Assembly Room  
January 13<sup>th</sup>, 2020  
6:30 p.m.

**Members Present**

Joseph Dean  
Hardy McConnell  
Edward Marxen, Alternate  
Danielle Miller  
Susan Johnson  
Lee Peterson, Vice Chair  
Keith Eicher, Chair  
Michael Osborne  
Cameron Bearder, Alt.

**Members Absent**

Phil Bechtold, Alternate

**Staff Present**

**Summer Smigelski**, *Admin. Assistant*  
**Aaron Tucker**, *Planning Director*  
**Monterai Adams**, *Planner*  
**Gary Fournier**, *Planner*  
**Catherine McElearney**, *Planner*

**Pre-Meeting- 5:30pm**

The Board continued training this month by completing the School of Government (SOG) videos on Conflict of Interest in Land Use Regulations. At 6:20pm the Chair called for a break and asked everyone to meet in the Assembly Room at 6:30pm for the regular scheduled meeting.

**VISITORS**

See Sign-In Sheet

**DETERMINATION OF QUORUM**

Vice Chair Peterson called the Planning Board meeting to order at 6:30 pm and noted there was a quorum present.

**APPROVAL OF MINUTES**

Mr. McConnell made a motion of approval for the January 13<sup>th</sup>, 2020 Minutes. Mr. Dean seconded. All in favor, motion approved.

**In Favor:** Ms. Johnson, Mr. Dean, Mr. Peterson  
Mr. McConnell, Mr. Marxen, Mr. Eicher,  
Ms. Miller, Mr. Osborne

**Opposed:** None

**REZ 10-19 Washam Potts Townhomes**

Ms. Adams presented REZ 10-19 to the board. Blue Heel Development, LLC is seeking to develop 27 single family attached homes on the 6.8-acre property located at 10212 Washam Potts Road. The property is currently zoned neighborhood residential (NR). Land use plan allows townhomes as a primary land use. Staff informed the Board that the Town cannot deny development based on the inadequacy of transportation network. North Carolina is a property rights state which means that property owners have the right to develop their land in accordance with local ordinances and plans. The only way to prohibit development is for either the local government or private entity to purchase the property for park or conservation land. The Town has had discussions as to whether we should consider small area updates or an overall plan



update. In 2014, the Town adopted a Land Use Plan that lowered potential densities across the entire jurisdiction and established a projected build out population of approximately 35,000. The Town utilized a tool called Community Viz to evaluate potential developable properties and what lower density allowances might provide with regard to population and growth in ad valorem tax revenues in future years. Cornelius, currently, is estimated to have the lowest density allowances and lowest growth rate of any jurisdiction in Mecklenburg County.

**Staff recommends approval of this project subject to the following conditions:**

1. Town approval is contingent on review and approval by other applicable local, state and federal agencies.
2. The development shall comply with all other applicable requirements of the Town of Cornelius Land Development Code.
3. Town approval incorporates and shall comply with any and all submittals in the case file and correspondence presented to the board in support of this application, including, but not limited to the following: The site/sketch plan, architectural elevations, and any other information related to this case or improvements recommended by the Town and/or other agencies.
4. The US Postal Service has notified the Town that all future subdivision approvals must utilize a community mail delivery system. Locations and details of the proposed community mailboxes must be included in the Construction Documents, and must be reviewed and approved by the Post Master for this area. The applicant(s) must provide the Town with written confirmation that the local Post Master is in agreement with the proposed box locations.
5. Buffer areas not identified as undisturbed areas shall be designed and planted in accordance with the type "A" buffer planting requirements of the Land Development Code. Amenities required as part of the improved open space requirements may not encroach into the required perimeter buffers.
6. All undisturbed buffer areas are to be retained. An evergreen planting strip must be installed along the buffer area in addition to the undisturbed buffer. Amenities required as part of the improved open space requirements may not encroach into the required undisturbed buffers.
7. The maximum height of the townhomes must be 26'. Height shall be measured as defined in the Land Development Code.
8. The pedestrian bridge that connects the proposed new public street sidewalks to Glenhill Lane shall be maintained by the Washam Potts Townhome's HOA and shall provide lighting in accordance with the Town of Cornelius lighting policy and the Land Development Code.
9. The applicant will construct a 5' sidewalk along Washam Potts Road for the entire length of the site.

Susan Irvin, attorney representing Blue Heel Development, presented a revised plan based on community input.

- Removal of Gazebo
- Removal of dog park
- Increased west buffer to 40 feet undisturbed plus 5-foot evergreen plant.
- 50-foot undisturbed east buffer including street trees.
- Pedestrian only connection to Glenhill Lane.
- Open/park space in circle.
- Evergreen plantings added to Washam Potts.

Chair Eicher asked if anyone wishing to speak to please come forward.

Robert Fabros- 10125 Meadow Crossing Lane, expressed concerns with the Density and Pedestrian Safety.

Scott Halsey- 10232 Washam Potts Road, expressed his concerns with the houses being built close to the road.

Paul McDougall- 10213 Washam Potts Road, expressed his concerns on how traffic impacts that the multiple Townhomes. Mr. McDougall also is against the Townhomes being built close to the road.

Gretel Howell (real estate agent) representing JoAnn Hipp (property owner) read a letter from Ms. Hipp to the Board. Ms. Hipp states in the letter that she is disappointed in her neighbors for being opposed to the development of her property and their expectation to leave the property undeveloped. Her social security and the sale of her property are the only source of income she has. She asked that the neighbors of Glenridge and Oakhurst give her the same respect that she and her husband gave to the developments in which they now reside.

After discussion the board agrees to amend the conditions.

Mr. Osborne made a motion to recommend adding a condition to increase the distance from Washam Potts and the proposed townhomes. Mr. Dean seconded. Seven in favor, one opposed, motion approved.

**In Favor:** Ms. Johnson, Mr. Dean, Mr. Osborne  
Mr. McConnell, Mr. Marxen, Mr. Eicher,  
Ms. Miller

**Opposed:** Mr. Peterson

Mr. Osborne made a motion to recommend approval for REZ 10-19 as ammended. Mr. Dean seconded. Seven in favor, one opposed, motion approved.

**In Favor:** Ms. Johnson, Mr. Dean, Mr. Osborne  
Mr. McConnell, Mr. Marxen, Mr. Eicher,  
Ms. Miller

**Opposed:** Mr. Peterson

Chairman Eicher read the Consistency Statement for REZ 10-19 and asked for the board to make a motion.

Ms. Johnson made a motion to approve the consistency statement. Mr. Dean seconded. All in favor, motion approved.

**In Favor:** Ms. Johnson, Mr. Dean, Mr. Peterson  
Mr. McConnell, Mr. Marxen, Mr. Eicher,  
Ms. Miller, Mr. Osborne

**Opposed:** None

### **Built Upon Area Averaging Certificate Application**

Ms. McElearney presented BUA #1 16717 Yardarm Lane and BUA #2 16602 Flying Jib Road to the board.

After discussion the board made a motion to approve both applications.

Mr. Peterson made a motion to approve BUA #1 16717 Yardarm Lane and BUA #2 16602 Flying Jib Road. Ms. Johnson seconded. All in favor, motion approved.

**In Favor:** Ms. Johnson, Mr. Dean, Mr. Peterson  
Mr. McConnell, Mr. Marxen, Mr. Eicher,  
Ms. Miller, Mr. Osborne

**Opposed:** None

**NEXT MEETING**

Monday, February 10<sup>th</sup>, 2020

**ADJOURNMENT**

Ms. Johnson made a motion to adjourn the meeting at 7:45 p.m. Mr. McConnell second. All in favor and motion approved.

**In Favor:** Ms. Johnson, Mr. Dean, Mr. Peterson  
Mr. McConnell, Mr. Marxen, Mr. Eicher,  
Ms. Miller, Mr. Osborne

**Opposed:** None

Respectfully Submitted:

\_\_\_\_\_  
Keith Eicher  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Summer Smigelski  
Secretary

\_\_\_\_\_  
Date

## REQUEST FOR BOARD ACTION

 **Print**

**Date of Meeting:** February 10, 2020

**To:** Watershed Review Board Members

**From:** Monterai Adams, MPA- Planner






**Action Requested:**

Review Built Upon Area (BUA) Averaging Certificate Applications and associated plats for the following property:  
BUA #1 - 18121 Harbor Light Blvd (recipient)

**Manager's Recommendation:**

Approve BUA Averaging Certificates for the following property:  
BUA #1 - 18121 Harbor Light Blvd (recipient)

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">Updated_Application.pdf</a>	BUA #1 18121 Harbor Light Blvd _Application	Backup Material
 <a href="#">Original_Submittal.pdf</a>	BUA #1 18121 Harbor Light Blvd_Plat	Backup Material
 <a href="#">18121_Harbor_Light_Blvd.pdf</a>	BUA #1 18121 Harbor Light Blvd _Aerial Photo (Recipient)	Backup Material
 <a href="#">18632_Nantz_Road.pdf</a>	BUA #1 18632 Nantz Rd _Aerial Photo (Donor)	Backup Material
 <a href="#">18632_Nantz_Rd_Deed.pdf</a>	BUA #1 18632 Nantz Rd_Deed (Donor)	Backup Material



# TOWN OF CORNELIUS

## Planning Department

PO Box 399 | Cornelius, NC 28031 | Phone: 704-896-2461 | Fax: 704-896-2462

### Staff Only:

Date Rec'd: \_\_\_\_\_

Fee Rec'd: \_\_\_\_\_

## BUILT-UPON AREA (BUA) AVERAGING CERTIFICATE APPLICATION

### 1. Project Description

Impervious Reallocation

### 2. Receiving Parcel Information

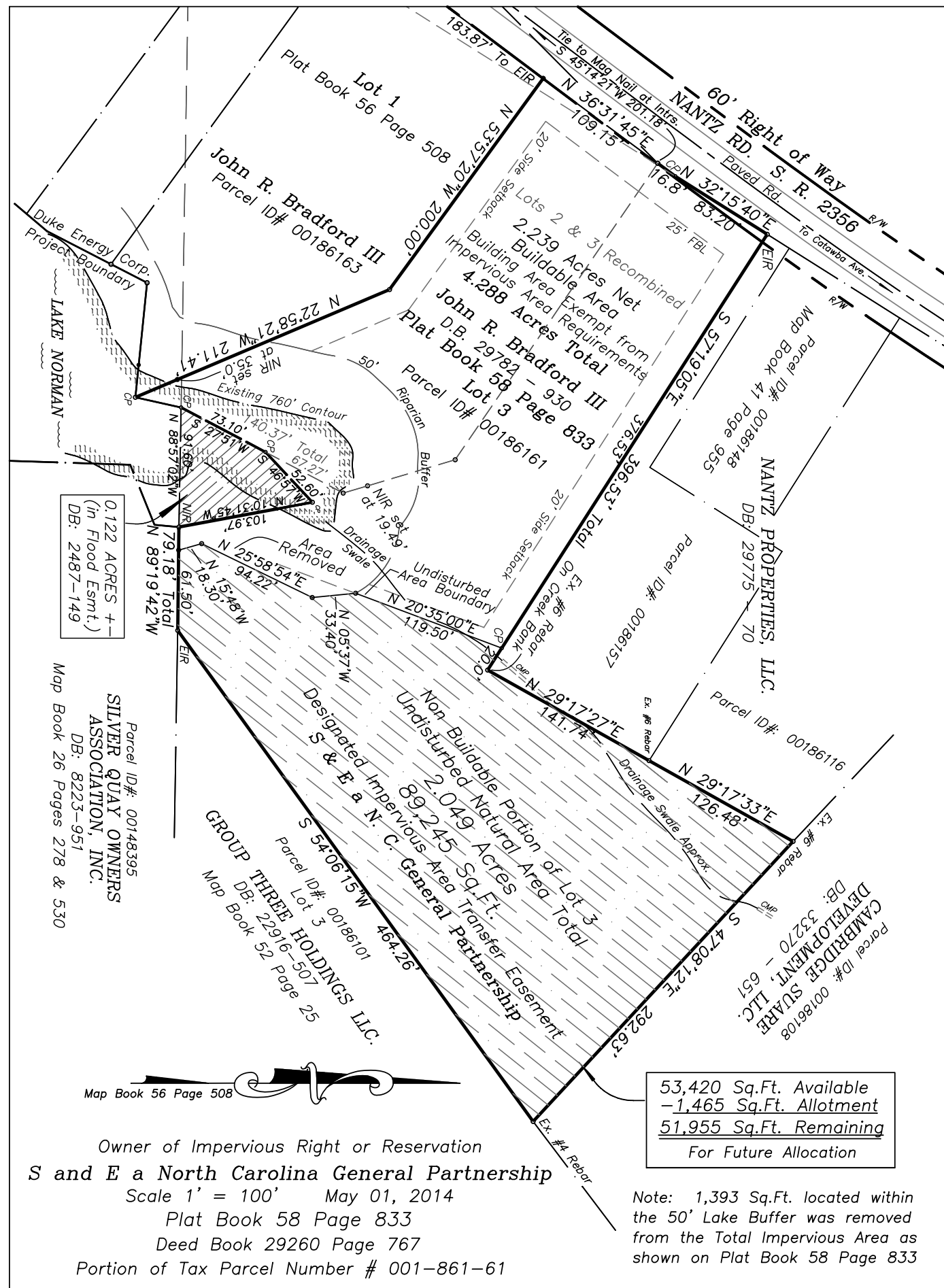
Property Owner's Name(s): Yin Chen & Qiny Su  
 Property Owner's Mailing Address: 18121 Harbor Light Blvd.  
 Phone Number: 704-658-6181 Email Address: vivienne803@hotmail.com  
 Tax Parcel Number(s): 00132247 Property Size (acres): .404  
 Zoning District: GR Watershed Overlay District: \_\_\_\_\_  
 Existing Impervious Coverage: 5229 (sq.ft.) Amount Receiving from Donor Parcel: 1,465 (sq.ft.)  
 Has a watershed variance ever been granted for this parcel? Yes \_\_\_\_\_ No ☒  
 Property Owner's Signature(s): Qiny Su 01-15-2020

### 3. Donor Parcel Information

Property Owner's Name(s): John R. Bradford III  
 Property Owner's Mailing Address: 18632 Nantz Rd Cornelius NC 28031  
 Phone Number: 704-453-9348 Email Address: JBradford@parkareproperty.com  
 Tax Parcel Number(s): 00186161 Property Size (acres): 2.239  
 Zoning District: GR Watershed Overlay District: \_\_\_\_\_  
 Existing Impervious Coverage: 0 (sq.ft.)  
 Has a watershed variance ever been granted for this parcel? Yes \_\_\_\_\_ No ☒  
 Property Owner's Signature(s): [Signature]

\*\*\*Built-Upon Area Averaging Plats must be reviewed by Town of Cornelius Planning Department staff and approved by the Watershed Review Board.





#### Descriptive Notes

Donor Tract - Lot # 3 Contains 4.288 Acres Total Area  
Impervious Right or Reservation Owned by S & E a North Carolina General Partnership

Plat Book 58 Page 833 Zoned: General Residential  
with 89,245 Sq.Ft. - 2,049 Acres of Designated Impervious Area  
Previous allotments 35,825 Sq.Ft., Leaving 53,420 Sq.Ft. Remaining

This allotment 1,465 Sq.Ft., Leaving 51,955 Sq.Ft. for future Allocation

Recipient Tract - Lot # 553 of The Peninsula Phase XVII, Map 2  
Plat Book 27 Page 105 Parcel # 001-322-47  
Contains 0.404 Acres ± Zoned: General Residential

#### General Notes

Minimum Building Setback For Lot # 3 on Nantz Rd.  
25' Front, 10% of Lot Width on Side (8' Min.), 25' Rear  
50' Riparian Buffer along Lake Frontage  
5' Setback Side and 50' Rear for Accessory Structures

Minimum Building Setbacks For Lot # 553 on Harbor Light Blvd.  
20' Front, 5' Side Setback, 50' Rear Setback, 10' Side  
on Street Side, Accessory Structures Setback Side and  
Rear = 10' if Less than 600 SF, 15' if Greater than 600 SF

All Restrictions shown on Noted Record Plats and Plats Previous  
to those Apply except the Restriction being remediated hereon

The Parcels of Land as shown on this Plat are located in the  
W.S. IV C.A. of the Lake Norman Critical Watershed Area

Portion of Property is located within a Special Flood Hazard Area  
according to the FEMA-FIRM Community Panel # 3710463 300I for  
Lot # 3, effective date March 02, 2009, and "Zone AE" as shown on  
Panel # 3710462 200K for Lot # 553, Effective date March 02, 2009

Any Construction or Use within the areas delineated as Floodway  
are subject to the restrictions imposed by the Cornelius Flood  
Damage Prevention Ordinance

The Natural Area shown above shall remain Undisturbed in perpetuity

No N. C. Geodetic Survey Markers found within 2000'

Property is subject to any Easements or Rights of Way on record  
and any unrecorded written or implied Easements that may exist  
but were not apparent as of the date of this Survey

New Iron Rods set at Corners of Lot 3 unless noted otherwise

Survey Date of Lot 3 shown to the above April 25, 2014

Metes and Bounds Description of the Undisturbed Natural Area  
Beginning at a #6 Rebar, Thence N 29°17'33" E 126.48' to a #6 Rebar,  
Thence S 47°08'12" E 292.63' to a #4 Rebar, Thence S 54°06'15" W 464.26' to an EIR, Thence N 89°19'42" W 61.50' to a computed point at the 50' Lake Buffer, Thence, with the Lake Buffer Line, to computed points the following three calls (1) N 15°48' W 18.30', (2) N 25°58'54" E 94.22', (3) N 5°37' W 33.40' to a computed point at the western limit of the Undisturbed Area, Thence with the western line of the Undisturbed Area, N 20°35'00" E 119.50' to a computed point, Thence S 57°19'05" E 20.00' to the beginning point. Containing 2.049 Acres (89,245 Sq.Ft.) more or less.

I, Dale B. Hilderbran, Hereby Certify that this Plat was drawn from an actual survey made under my direct supervision ( Deed Description recorded in Deed Book 19520 Page 869 and Deed Book 29260 Page 767 ); that the Ratio Precision is 1 : 20,000 ± as calculated, that the boundaries not surveyed are shown as broken lines plotted from information as referenced hereon; that this Plat was prepared in accordance with General Statute 47-30 as amended.

Witness my Hand and Official Seal this the 20th day of January, 2020 a.d.

**Preliminary Plat - Not For Recordation Conveyances or Sales**  
N. C. Professional Land Surveyor L-2861

I Hereby Certify that this Survey is of an Existing Parcel or Parcels of Land

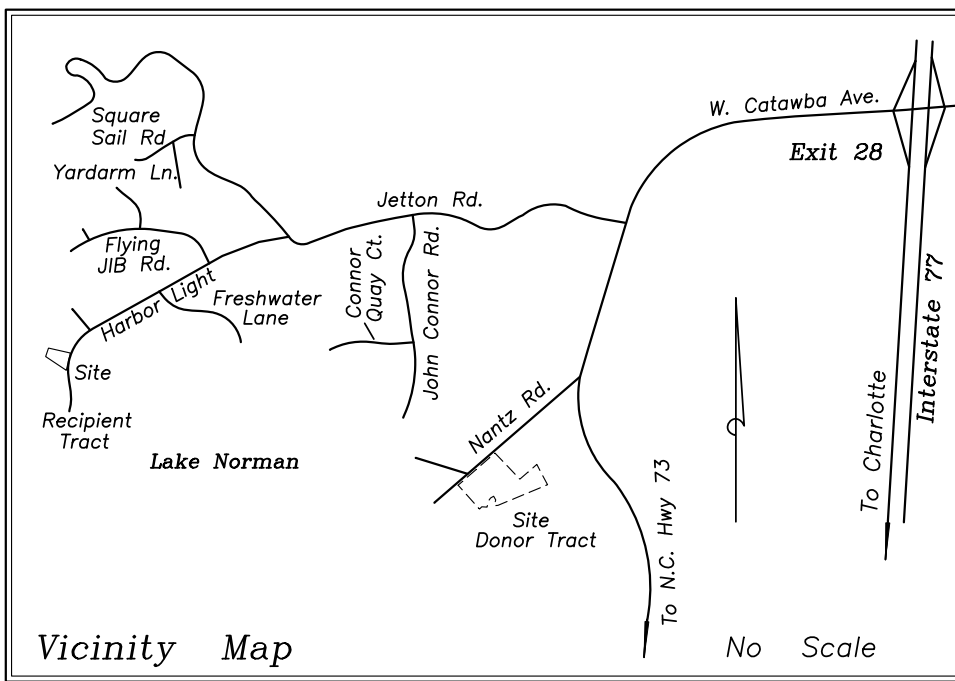
N. C. Professional Land Surveyor L-2861

I (We) Hereby Certify that: I am (We are) the Owner(s) of the property shown and described hereon, which is located in the Jurisdiction of the Town of Cornelius, that I (We) do hereby adopt this plan with my(our) free consent, establish minimum building setback lines, preserve and protect all significant trees over 18 inches in diameter in the tree and root protection area, plant supplementary trees if required, and dedicate all Streets, alleys, walks, parks and other sites and easements to public or private uses as noted. Once the Streets have been accepted by the Town or the State, street trees shall be maintained and cared for by the Owner adjacent to the tree, except in Subdivisions where the Property Owners Association provides maintenance and care. Prior to Street acceptance the developer shall be responsible for ensuring maintenance and care. Maintenance shall include replacement and trimming as necessary. Furthermore I (We) do hereby dedicate all sanitary sewer, storm sewer, and water that are located in public utility easements or rights of way to the Town of Cornelius and Charlotte Water.

Owner  
Owner  
Owner

Date  
Date  
Date

For Review Purposes Only



I Hereby Certify that the Subdivision Plat shown hereon is exempt from the Subdivision Provisions of the Land Development Code of the Town of Cornelius and therefore is exempt from its provisions. This Plat has been found to comply with the Zoning Regulations of the Land Development Code and has been approved by the Town of Cornelius, N. C. for recording in the Office of the Register of Deeds of Mecklenburg County, N. C.

Date Planning Director, Town of Cornelius, N. C.

Certificates of Approval for Recording  
This property is located within a Public Water Supply Watershed. Development restrictions may apply. I Certify that the Plat shown hereon complies with the Watershed Protection Ordinance and is approved by the Town of Cornelius for recording at the Mecklenburg County Register of Deeds Office.

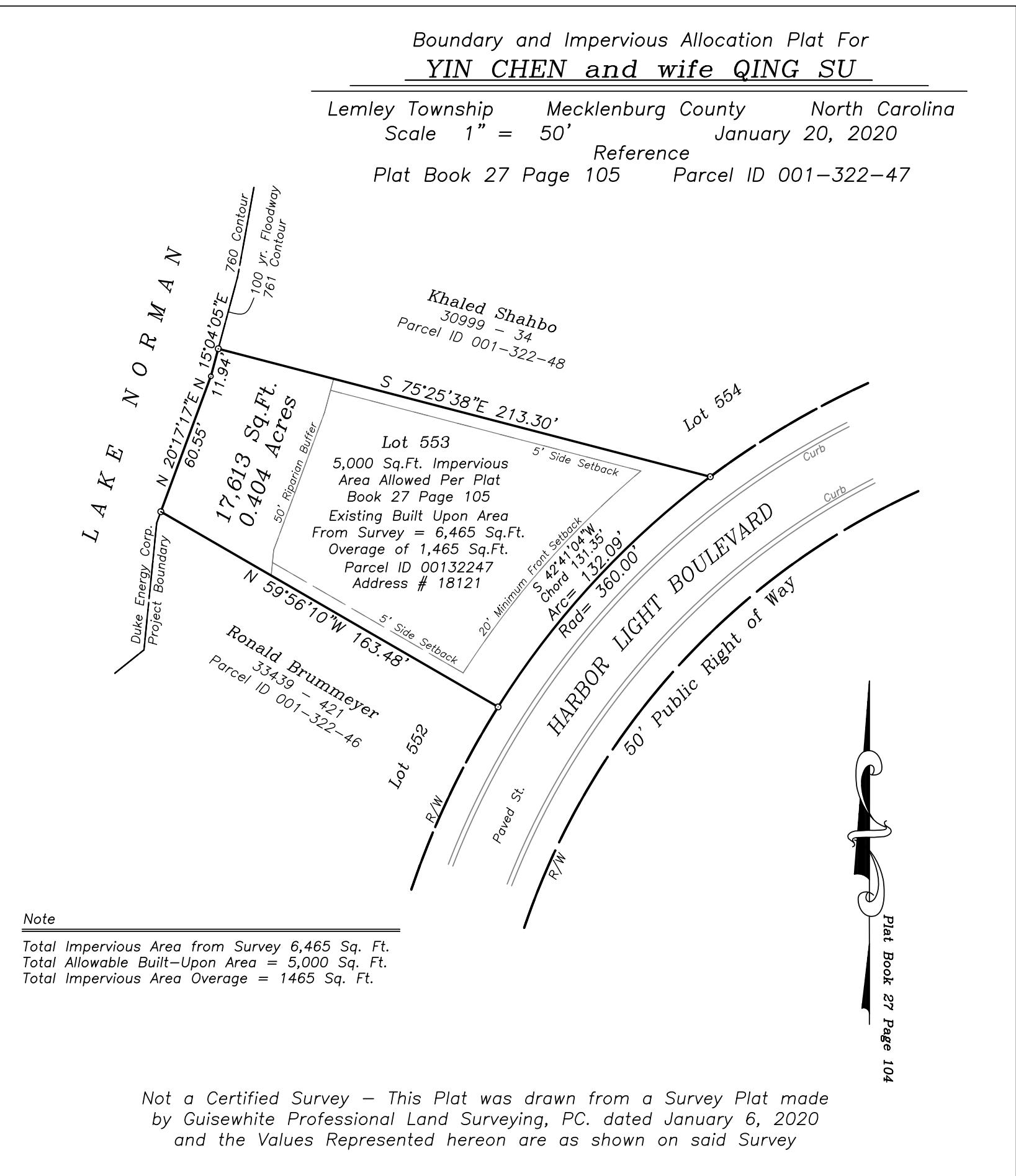
Date Watershed Administrator, Town of Cornelius

State of North Carolina, County of \_\_\_\_\_  
I, \_\_\_\_\_, Review Officer of \_\_\_\_\_ County,  
Certify that the Map or Plat to which this certification is affixed meets all statutory requirements for recording.

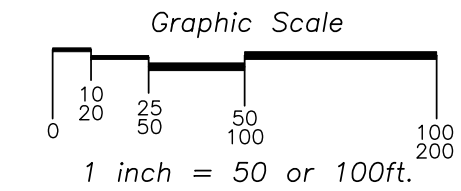
Date Review Officer

**Built-Up Upon Area Transfer Plat**  
This Plat represents a transfer of Built-Up Upon Area through preservation of a dedicated, undisturbed natural area for properties within the Jurisdiction of the Town of Cornelius. The resulting action may or may not create tracts of land that are compliant with the Cornelius Land Development Code (LDC). This Parcel is subject to the (LDC) built-upon averaging standards: Any change to the development proposal affecting the approved built-upon area allowance requires amendment to the existing Built-Up Upon Area Averaging Certificate and approval by the Cornelius Watershed Review Board. The Planning Director reserves the right to make periodic site inspections to ensure compliance with these conditions.

Date Planning Director, Town of Cornelius, N. C.



The Purpose of this Plat is to Allocate 1,465 Square Feet of allowable built-upon area from PID # 001-861-61 (donor parcel) to PID # 001-322-47 (recipient parcel). Each parcel is located in the same watershed.



**Legend**

EIP.....Existing Iron Pipe  
EIR.....Existing Iron Rod  
NIR.....New Iron Rod  
C.M.....Concrete Monument  
R/W.....Right of Way

IMPERVIOUS ALLOCATION PLAT FOR LOT # 553 OF THE PENINSULA, PHASE XVII, MAP 2

**YIN CHEN and wife QING SU**

Town of Cornelius - Lemley Township - Mecklenburg County - North Carolina  
Scale 1" = 50' & 100'  
Platted January 20, 2020

Reference  
Deed Book 25326 Page 747 Parcel ID # 001-322-47

Owner of Record of Lot 3 on Nantz Rd.  
John R. Bradford III  
18632 Nantz Rd.  
Cornelius, N. C. 28031

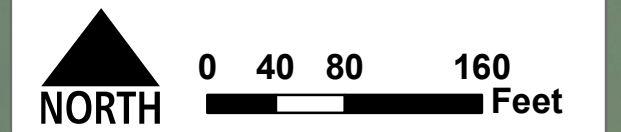
Owners of Record of Lot # 553 of The Peninsula Phase XVII  
Yin Chen and Qing Su  
18121 Harbor Light Blvd.  
Cornelius, N. C. 28031

**DALE B. HILDERBRAN, PLS.**  
LAND SURVEYING and SUBDIVISION PLANNING  
2389 Kens Drive Sherrills Ford, N. C. 28673  
Phone (828) 478-3234 Mobile (980) 721-5025

Revision Table	No.	Date	Description	By



Recipient: 18121 Harbor Light Blvd





Donor: 18632 Nantz Road





FOR REGISTRATION  
 J. David Granberry  
 REGISTER OF DEEDS  
 Mecklenburg County, NC  
 2014 JUN 20 04:18:29 PM  
 BK:29260 PG:767-772  
 FEE:\$26.00  
 EXCISE TAX: \$550.00  
 INSTRUMENT # 2014069836  
 PHETSL



Excise Tax \$550.00

Tax Lot No. Parcel Identifier No. a portion of 001-861-17

Mail after recording to: Grantee  
 This instrument was prepared by: Yates W. Faison, III, Attorney at Law (Morehead Title)  
 Brief description for the Index:

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20<sup>TH</sup> day of June, 2014, by and between

GRANTOR  
 S and E, a North Carolina  
 General Partnership

19520 W. Catawba Ave., Ste 114  
 Cornelius, NC 28031

(hereinafter Grantor)

GRANTEE  
 JOHN R. BRADFORD, III

21523 Baltic Drive  
 Cornelius, NC 28031

(hereinafter Grantee)

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**WITNESSETH**, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Town of Cornelius, Mecklenburg County, North Carolina, and more particularly described as follows:

Tract I:

BEING all of Lot 3, as shown on "Minor Subdivision Plat for S and E, a North Carolina General Partnership" recorded in Map Book 56, Page 508 of the Mecklenburg County Public Registry

Tract II:

BEGINNING at an iron rod in the line of the property of Silver Quay Owners Association, Inc., a corner of Lot 3 on the Plat above-described, the same being located at southernmost point of the "Impervious Area Boundary" shown on said Plat, and running thence with two lines of said Lot 3 as follows: (1) N. 10-31-45 W. 103.97 feet to a point; and (2) S. 46-56-58 W. 52.60 feet to a point in the waters of Lake Norman; thence S. 27-50-58 W. 73.10 feet to a point; thence S. 88-57-02 E. 91.60 feet to an iron rod, the point and place of BEGINNING, and being the parcel denominated "0.122 acres + - (in Flood Esmt.)" on the Plat above-described

Subject, however, to the reservation of certain rights and Deed Restrictions by Grantor as set forth in Exhibit A attached hereto and incorporated herein. Notwithstanding said reservation, however, Grantee shall have the right of first refusal to the last 3,000 square feet of Impervious Allocation Area (or earlier, at Grantee's election) in accordance with the terms of the Offer to Purchase and Contract, dated June 18, 2014, between the parties hereto, which is incorporated herein

Being a portion of the same property conveyed to Grantor by deed recorded in Map Book 29241, Page 835 of the Mecklenburg Public Registry

All or a portion of the property herein conveyed \_\_\_ includes or  x  does not include the primary residence of a Grantor.

**TO HAVE AND TO HOLD** the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: Restrictions and easements of record, and 2014 ad valorem property taxes, which Grantee agrees to pay as a part of the consideration hereof

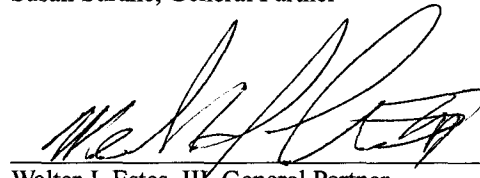
**IN WITNESS WHEREOF**, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, this the day and year first above written.

S and E, a North Carolina General Partnership

By:

 (SEAL)  
Susan Surane, General Partner

By:

 (SEAL)  
Walter J. Estes, III, General Partner

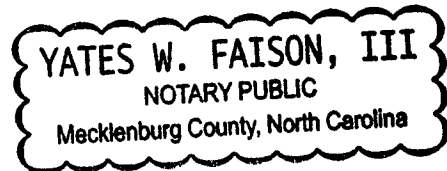
## STATE OF NORTH CAROLINA, MECKLENBURG COUNTY

I, YATES W. FAISON III, a Notary Public for the County and State aforesaid, certify that Susan Surane, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that she is General Partner of S and E, a North Carolina General Partnership, and that, being authorized to do so, she voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein. Witness my hand and official stamp or seal, this 20<sup>th</sup> day of June, 2014.

Yates W. Faison, III

Notary Public

My commission expires: 2/20/2018



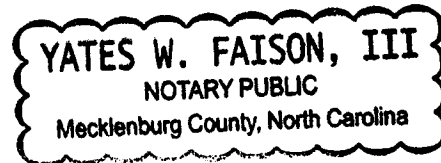
## STATE OF NORTH CAROLINA, MECKLENBURG COUNTY

I, Yates W. Faison, III, a Notary Public for the County and State aforesaid, certify that Walter J. Estes, III, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is General Partner of S and E, a North Carolina General Partnership, and that, being authorized to do so, he voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein. Witness my hand and official stamp or seal, this 20<sup>th</sup> day of June, 2014.

Yates W. Faison, III

Notary Public

My commission expires: 2/20/2018



## EXHIBIT A

**DEED RESTRICTION**  
**GRANTOR'S RESERVATION OF CERTAIN RIGHTS:**

In addition to the rights and privileges reserved by Grantor elsewhere herein, upon conveyance and acceptance of Deed, Grantor and Grantee specifically acknowledge and agree:

1. That notwithstanding the sale and transfer of the property as described in this General Warranty Deed, Grantor, its designees, and Grantor's agents, employees, contractors, licensees, successors and assigns, shall have and retain the right to re-enter upon and temporarily occupy the property for the purpose of surveying, and performing other similar or related work.

2. Upon Grantor's request(s) and through Grantee's acceptance of this General Warranty Deed, Grantee, his heirs, successors, and/or assigns, (hereinafter referred to as "Grantee") covenant and agree to join with Grantor in the granting, delivery and/or dedication of any impervious allocation(s) to any person, firm, or entity that Grantor directs and authorizes, and to execute any instruments or documents necessary or appropriate thereto. Grantee further agrees that by accepting this General Warranty Deed, Grantee waives and releases any and all rights, interests or claims Grantee might otherwise have in and to the impervious allocation as set forth on that portion of Lot 3 as shown on the cross hatched section entitled "Non Buildable Portion of Lot 3 Designated Impervious Area for Future Allocation" (hereinafter referred to as the "Impervious Allowance") of the recorded Plat Map recorded at Book 56 at Page 508 (hereinafter referred to as the "Plat Map"), whether in law or equity, on account of Grantor's sale and reallocation of the Impervious Allowance shown on the Plat Map.

3. That Grantor, and its successors, designees and assigns, until the reallocation of all of the Impervious Allowance as shown on the portion of Lot 3 entitled "Non Buildable Portion of Lot 3 Designated Impervious Area for Future Allocation" is sold, or the passing of one hundred (100) years from the date of the parties execution of this Deed Restriction, by Grantor and/or reallocated to third parties, Grantor, shall have the right to convey interests in the Impervious Allocation to other persons upon such terms and conditions as Grantor shall deem necessary and/or appropriate.

4. That Grantor reserves the right unto itself, and its successors and assigns, to delete, reallocate, realign and grant to other persons all of Grantor's interest in and to the Impervious Allocation over, under and on the property being purchased by Grantee which Grantor shall determine to be necessary or desirable, and Grantee hereby consents and agrees to execute and deliver such documents and instruments and do such other things as may be necessary to effectuate the same.

5. Grantor's rights and privileges as reserved in this General Warranty Deed shall constitute a burden on and a covenant running with the property and any person who succeeds to Grantee's rights and interest in the property time shall be bound by and observe Grantor's rights and privileges reserved in this General Warranty Deed. Any mortgages, deeds of trusts, or liens of any kind or nature placed upon the property shown on the Plat Map depicting Lot 3, shall be subordinate to Grantor's right, title and interests in an to the Impervious Allocation described herein.

#### **GRANTEE'S COVENANTS:**

By acceptance of this General Warranty Deed, Grantee acknowledges and agrees as follows:

1. That Grantee has read, understands and accepts all of the terms and conditions of this General Warranty Deed, this Deed Restriction, and the Exhibits attached to this General Warranty Deed, all of which are incorporated herein by reference.

2. That the property Grantee is purchasing is subject to and governed by the terms of this Deed Restriction which limits the Grantee's use of that portion of Lot 3 as shown on the Plat Map entitled "Non Buildable Portion of Lot 3 Designated Impervious Area for Future Allocation".

3. Through acceptance of this General Warranty Deed, Grantee, his heirs, successors, and assigns are agreeing to abide by and be bound by the terms and provisions of this Deed Restriction

4. Through acceptance of this General Warranty Deed, Grantee, his heirs, successors, and assigns are agreeing to join in, execute and deliver any dedication or grants as described in this Deed Restriction, and that Grantee shall not be entitled to or receive and profits or proceeds resulting from Grantor's sale of impervious

allocations as described herein. The foregoing covenant of the Grantee shall be a covenant running with the land.

5. That Grantor's reservation of certain rights as described hereinabove, Grantee's promises and agreements contained herein are covenants running with the property and any document of conveyance by which Grantee sells or transfers any interest in the property shall be subject to and describe said reservations, promises and agreements and any and all liens placed upon the property affecting Lot 3 as shown on the Plat Map shall be subordinate to the Grantor's reservation of rights in the Impervious Allocation as described in this Deed Restriction.

6. Grantee further acknowledges that Grantor has reserved various rights, including those enumerated in the foregoing paragraphs, and that by signing below Grantee does hereby agree to promptly execute any and all documents and to do all other things as may be necessary or convenient to confirm or implement the foregoing covenants by Grantee and reservations by Grantor, and Grantee does also hereby specifically and irrevocably appoint Grantor to act on Grantee's as the attorney-in-fact on behalf of Grantee, solely for the limited purpose(s) of effectuating and/or accomplishing the terms, conditions, and covenants set forth in this Deed Restriction. The foregoing powers vested in the Grantor are irrevocable, are intended to be a "power given as security" and a "power coupled with an interest" and shall survive the recordation of this General Warranty Deed.

7. Nothing contained herein shall preclude Grantee from improving any portion of Lot 3, including but not limited to the area described as "Non Buildable Portion of Lot 3 Designated Impervious Area for Future Allocation", subject to Grantee obtaining necessary approvals from local governing authorities.

#### **DEFINITIONS:**

The word "person" includes natural persons, business organizations and any other entity the law allows to own property or conduct business;

The words "Grantor" and "Grantee" include the persons named in this General Warranty Deed and those who take over or succeed to that person's rights or interests, whether by purchase, inheritance, operation of law or otherwise.